



CITY OF SOLANA BEACH

SOLANA BEACH CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT
AGENCY, PUBLIC FINANCING AUTHORITY, AND HOUSING AUTHORITY

AGENDA

Joint REGULAR Meeting

Wednesday, July 14, 2021 * 6:00 p.m.

Teleconference Location Only-City Hall/Council Chambers, 635 S. Highway 101, Solana Beach, California
This meeting will be conducted in accordance with Governor Newsom's Executive Order N-29-20 related to the COVID-19 virus.

MEETING LOCATION WILL NOT BE OPEN TO THE PUBLIC

Due to the Executive Order to stay home, in person participation at City Council meetings will not be allowed at this time. In accordance with the Executive Order to stay home, there will be no members of the public in attendance at Council Meetings. Alternatives to in-person attendance for viewing and participating in City Council meetings are being provided under provided below.

AGENDA MATERIALS

A full City Council agenda packet including relative supporting documentation is posted online www.cityofsolanabeach.org Closed Session Agendas are posted at least 72 hours prior to regular meetings and at least 24 hours prior to special meetings.

WATCH THE MEETING

- Live web-streaming: Meetings web-stream live on the City's website on the City's [Public Meetings](#) webpage. Find the large Live Meeting button.
- Live Broadcast on Local Govt. Channel: Meetings are broadcast live on Cox Communications - Channel 19 / Spectrum (Time Warner)-Channel 24 / AT&T U-verse Channel 99.
- Archived videos online: The video taping of meetings are maintained as a permanent record and contain a detailed account of the proceedings. Council meeting tapings are archived and available for viewing on the City's [Public Meetings](#) webpage.

PUBLIC COMMENTS

- Written correspondence (supplemental items) regarding an agenda item at an open session meeting should be submitted to the City Clerk's Office at clerkoffice@cosb.org with a) Subject line to include the meeting date b) Include the Agenda Item # as listed on the Agenda.
- Correspondence received after the official posting of the agenda, but before 3:00 p.m. (or 3 hrs. prior to the meeting start time) on the meeting day, will be distributed to Council and made available online along with the agenda posting. All submittals received before the start of the meeting will be made part of the record.
- Written submittals will be added to the record and not read out loud.
- The designated location for viewing supplemental documents is on the City's website www.cityofsolanabeach.org on the posted Agenda under the relative Agenda Item.

OR

Verbal comment participation: If you wish to provide a live verbal comment during the meeting, attend the virtual meeting via your computer or call in.

Before Meeting

- Sign up (register) to speak at the virtual meeting for the Zoom webinar as early as possible and at least 3 hours prior to the start of the meeting so that Staff can manage the speaker list.
Public Participation Link: https://cosb-org.zoom.us/webinar/register/WN_04AcGR1yRfqyhuWS1vps-A
- Follow the prompts to enter your name and email address and identify the item you are speaking on.
- Join the meeting by locating your confirmation email, that was sent immediately following registration, which will provide your log-in link.
- Join/Log-In to the meeting at least 15 minutes prior to the start time so that the City Clerk can verify you are ready to speak before the meeting begins.
- If your computer does not have a mic to speak or you have sound issues, you can use the call-in audio information (Zoom ID, Participant ID) from a landline or cell phone to join the meeting for the audio accessibility.
- If you call in as well for better audio, mute your computer's speakers to eliminate feedback so that you do not have two audios competing when you are speaking.

During Meeting:

- Choose Gallery View to see the presentations, when applicable.

- o Participants will be called upon from those who have Registered and their name is identified by the City Clerk calling from the registration list. You will be called on by name and unmuted by the meeting organizer and then you may provide comments for the allotted time. Allotted speaker times are listed under each [Agenda](#) section.

SPECIAL ASSISTANCE NEEDED - AMERICAN DISABILITIES ACT TITLE 2

In compliance with the Americans with Disabilities Act of 1990, persons with a disability may request an agenda in appropriate alternative formats as required by Section 202. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk's office (858) 720-2400 clerkoffice@cosb.org at least 72 hours prior to the meeting.

CITY COUNCILMEMBERS			
Lesa Heebner, Mayor			
Kristi Becker Deputy Mayor	Kelly Harless Councilmember	David A. Zito Councilmember District 1	Jewel Edson Councilmember District 3
Gregory Wade City Manager	Johanna Canlas City Attorney	Angela Ivey City Clerk	

SPEAKERS:

See Public Participation on the first page of the Agenda for publication participation options.

READING OF ORDINANCES AND RESOLUTIONS:

Pursuant to [Solana Beach Municipal Code](#) Section 2.04.460, at the time of introduction or adoption of an ordinance or adoption of a resolution, the same shall not be read in full unless after the reading of the title, further reading is requested by a member of the Council. If any Councilmember so requests, the ordinance or resolution shall be read in full. In the absence of such a request, this section shall constitute a waiver by the council of such reading.

CALL TO ORDER AND ROLL CALL:

CLOSED SESSION REPORT:

FLAG SALUTE:

PROCLAMATIONS/CERTIFICATES: *Ceremonial*

None at the posting of this agenda

PRESENTATIONS: Ceremonial items that do not contain in-depth discussion and no action/direction.

SANDAG 2021 Regional Plan

APPROVAL OF AGENDA:

ORAL COMMUNICATIONS:

Note to Public: Refer to [Public Participation](#) for information on how to submit public comment.

This portion of the agenda provides an opportunity for members of the public to address the City Council on items relating to City business and not appearing on today's agenda by having submitted written comments for the record to be filed with the record or by registering to join the virtual meeting online to speak live, per the Public Participation instructions on the Agenda.

Comments relating to items on this evening's agenda are taken at the time the items are heard. Pursuant to the Brown Act, no action shall be taken by the City Council on public comment items. Council may refer items to the City Manager for placement on a future agenda. The maximum time allotted for each speaker is THREE MINUTES (SBMC 2.04.190).

COUNCIL COMMUNITY ANNOUNCEMENTS / COMMENTARY:

An opportunity for City Council to make brief announcements or report on their activities. These items are not agendaized for official City business with no action or substantive discussion.

A. CONSENT CALENDAR: (Action Items) (A.1. - A.8.)

Note to Public: Refer to [Public Participation](#) for information on how to submit public comment.

Items listed on the Consent Calendar are to be acted in a single action of the City Council unless pulled for discussion.

Any member of the public may address the City Council on an item of concern by submitting written correspondence for the record to be filed with the record or by registering to join the virtual meeting online to speak live, per the Public Participation instructions on the Agenda. The maximum time allotted for each speaker is THREE MINUTES (SBMC 2.04.190).

Those items removed from the Consent Calendar by a member of the Council will be trailed to the end of the agenda, while Consent Calendar items removed by the public will be discussed immediately after approval of the Consent Calendar.

A.1. Minutes of the City Council.

Recommendation: That the City Council

1. Approve the Minutes of the following City Council meeting May 26, 2021.

Item A.1. Report (click here)

Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.

A.2. Register Of Demands. (File 0300-30)

Recommendation: That the City Council

1. Ratify the list of demands for June 5, 2021 – June 18, 2021.

Item A.2. Report (click here)

Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.

A.3. San Elijo Joint Powers Authority (SEJPA) 1st Amended Restatement of Agreement. (File 0330-30)

Recommendation: That the City Council

1. Adopt **Resolution 2021-093** approving the First Amended Restatement of Agreement Between Cardiff Sanitation District and Solana Beach Sanitation District Establishing the San Elijo Joint Powers Authority.

Item A.3. Report (click here)

Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.

A.4. Adopting Fiscal Year 2021/2022 Salary, Classification and Compensation Plans, adopting the Memorandum of Understandings for SBEA-MISC. and SBEA-MSU, and Updating the Public Works Operations Manager and Supervisor Job Descriptions. (File 0520-10)

Recommendation: That the City Council

1. Adopt **Resolution 2021-096** approving the FY 2021/2022 Salary and Compensation schedules and the updates to the Public Works Operations Manager and Public Works Supervisor positions.
2. Adopt **Resolution 2021-097** approving the Memorandum of Understanding Agreements between the City and the Solana Beach Employees' Association-Miscellaneous Unit and Marine Safety Unit.
3. Approve a FY 2021/22 appropriation of \$950 to the General Fund and \$2,725 to non-General Fund funds allocated between salary and benefits as determined by the Finance Department.
4. Approve a FY 2022/23 appropriation of \$11,570 to the General Fund and \$4,980 to non-General Fund funds allocated between salary and benefits as determined by the Finance Department.
5. Authorize the City Treasurer to amend the FY 2021/2022 and FY 2022/23 Adopted Budget accordingly.

Item A.4. Report (click here)

Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.

A.5. Sewer & Storm Drain Rehabilitation Project Bid No. 2021-03 Award. (File 1040-48)

Recommendation: That the City Council

1. Adopt **Resolution 2021-095**:
 - a. Awarding the construction contract to Nuline Technologies, in the amount of \$675,000, for the Sewer & Storm Drain Rehabilitation Project, Bid 2021-03.
 - b. Approving an amount of \$125,000 for construction contingency.
 - c. Authorizing the City Manager to execute the construction contract on behalf of the City.
 - d. Authorizing the City Manager to approve cumulative change orders up to the construction contingency amount.

Item A.5. Report (click here)

Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.

A.6. Santa Helena Neighborhood Trail Project Services Agreement. (File 0820-46)

Recommendation: That the City Council

1. Adopt **Resolution 2021-094** authorizing the City Manager to execute a Professional Services Agreement, in an amount not to exceed \$62,000, with MW Peltz + Associates, Inc. for final design, public outreach, preparation of construction documents and bid support for the Santa Helena Neighborhood Trail Project.

Item A.6. Report (click here)

Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.

A.7. League of California Cities' 2021 Annual Business Meeting Voting Delegates Designees. (File 0140-10)

Recommendation: That the City Council

1. Appoint Deputy Mayor Becker, primary voting delegate, Councilmember Harless, 1st alternate, and City Manager, Gregory Wade, 2nd alternate, as the voting delegates for the 2021 Annual Business Meeting of the League of California Cities Annual Conference.
2. Authorize the City Clerk to attest to the appointments and submit the Official Voting Form to the League of California Cities before September 15, 2021.

Item A.7. Report (click here)

Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.

A.8. Video Production Services Agreement. (File 0190-20)

Recommendation: That the City Council

1. Adopt **Resolution 2021-098** authorizing the City Manager to enter into a one-year Professional Services Agreement with Bob Hoffman Video and Photography with an option to extend for four (4) additional one-year periods based on satisfactory performance.

Item A.8. Report (click here)

Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.

B. PUBLIC HEARINGS: None

C. STAFF REPORTS: (C.1. – C.3.)

Note to Public: Refer to [Public Participation](#) for information on how to submit public comment.

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C.1. Quarterly Investment Report. (File 0350-44)

Recommendation: That the City Council

1. Accepts and files the Cash and Investment Report for the quarter ended June 30, 2021.

Item C.1. Report (click here)

Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.

C.2. Introduce (1st Reading) Ordinance 517 amending Chapter 6.20 of the Solana Beach Municipal Code to Comply with State Mandated Organic Waste Disposal Requirements. (File 1030-50)

Recommendation: That the City Council

1. Introduce **Ordinance 517** amending Chapter 6.20 of the Solana Beach Municipal Code to address state organics recycling mandates.

Item C.2. Report (click here)

Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.

C.3. Public Arts Commission Appointment. (File 0120-06)

Recommendation: That the City Council

1. Appoint one (1) member to the Public Arts Commission nominated/appointed by *Council-at-large* for a term ending January 2023.

Item C.3. Report (click here)

Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.

WORK PLAN COMMENTS:

Adopted June 23, 2021

COMPENSATION & REIMBURSEMENT DISCLOSURE:

GC: Article 2.3. Compensation: 53232.3. (a) Reimbursable expenses shall include, but not be limited to, meals, lodging, and travel. 53232.3 (d) Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency "City" at the next regular meeting of the legislative body.

COUNCIL COMMITTEE REPORTS: [Council Committees](#)

REGIONAL COMMITTEES: (outside agencies, appointed by this Council)

- a. City Selection Committee (meets twice a year) Primary-Heebner, Alternate-Edson
- b. Clean Energy Alliance (CEA) JPA: Primary-Becker, Alternate-Zito
- c. County Service Area 17: Primary- Harless, Alternate-Edson
- d. Escondido Creek Watershed Authority: Becker /Staff (no alternate).
- e. League of Ca. Cities' San Diego County Executive Committee: Primary-Becker, Alternate-Harless. Subcommittees determined by its members.
- f. League of Ca. Cities' Local Legislative Committee: Primary-Harless, Alternate-Becker
- g. League of Ca. Cities' Coastal Cities Issues Group (CCIG): Primary-Becker, Alternate-Harless
- h. North County Dispatch JPA: Primary-Harless, Alternate-Becker
- i. North County Transit District: Primary-Edson, Alternate-Harless
- j. Regional Solid Waste Association (RSWA): Primary-Harless, Alternate-Zito
- k. SANDAG: Primary-Heebner, 1st Alternate-Zito, 2nd Alternate-Edson. Subcommittees determined by its members.
- l. SANDAG Shoreline Preservation Committee: Primary-Becker, Alternate-Zito
- m. San Dieguito River Valley JPA: Primary-Harless, Alternate-Becker
- n. San Elijo JPA: Primary-Zito, Primary-Becker, Alternate-City Manager
- o. 22nd Agricultural District Association Community Relations Committee: Primary-Edson, Primary-Heebner

STANDING COMMITTEES: (All Primary Members) (Permanent Committees)

- a. Business Liaison Committee – Zito, Edson.
- b. Fire Dept. Management Governance & Organizational Evaluation – Harless, Edson
- c. Highway 101 / Cedros Ave. Development Committee – Edson, Heebner
- d. Parks and Recreation Committee – Zito, Harless
- e. Public Arts Committee – Edson, Heebner
- f. School Relations Committee – Becker, Harless
- g. Solana Beach-Del Mar Relations Committee – Heebner, Edson

CITIZEN COMMISSION(S)

- a. Climate Action Commission: Primary-Zito, Alternate-Becker

ADJOURN:

Next Regularly Scheduled Meeting is August 25, 2021

Always refer the City's website Event Calendar for Special Meetings or an updated schedule.

Or Contact City Hall 858-720-2400

www.cityofsolanabeach.org

AFFIDAVIT OF POSTING

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } §
CITY OF SOLANA BEACH }

I, Angela Ivey, City Clerk of the City of Solana Beach, do hereby certify that this Agenda for the July 14, 2021 Council Meeting was called by City Council, Successor Agency to the Redevelopment Agency, Public Financing Authority, and the Housing Authority of the City of Solana Beach, California, was provided and posted on July 7, 2021 at 4:00 p.m. on the City Bulletin Board at the entrance to the City

Council Chambers. Said meeting is held at 6:00 p.m., July 14, 2021, in the Council Chambers, at City Hall, 635 S. Highway 101, Solana Beach, California.

Angela Ivey, City Clerk * City of Solana Beach, CA

CITIZEN CITY COMMISSION AND COMMITTEE MEETINGS:

Regularly Scheduled, or Special Meetings that have been announced, are posted on each Citizen Commission's Agenda webpage. See the [Citizen Commission's Agenda webpages](#) or the City's Events [Calendar](#) for updates.

- **Budget & Finance Commission**
- **Climate Action Commission**
- **Parks & Recreation Commission**
- **Public Arts Commission**
- **View Assessment Commission**



CITY OF SOLANA BEACH

SOLANA BEACH CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY,
PUBLIC FINANCING AUTHORITY, AND HOUSING AUTHORITY

MODIFIED AGENDA

Joint – Closed Session

Wednesday, May 26, 2021 ♦ 5:00 p.m.

Teleconference Location Only-City Hall/Council Chambers, 635 S. Highway 101, Solana Beach, California

This meeting will be conducted in accordance with Governor Newsom's

Executive Order N-29-20 related to the COVID-19 virus.

CITY COUNCILMEMBERS

Lesa Heebner, Mayor

Kristi Becker
Deputy Mayor

Kelly Harless
Councilmember

David A. Zito
Councilmember
District 1

Jewel Edson
Councilmember
District 3

Gregory Wade
City Manager

Johanna Canlas
City Attorney

Angela Ivey
City Clerk

CALL TO ORDER AND ROLL CALL:

Mayor Heebner called the meeting to order at 6:00 p.m.

Present: Lesa Heebner, Kristi Becker, Kelly Harless, David A. Zito, Jewel Edson

Absent: None

Also Present: Gregory Wade, City Manager
Johanna Canlas, City Attorney

PUBLIC COMMENT ON CLOSED SESSION ITEMS (ONLY):

Report to Council Chambers and submit speaker slips to the City Clerk before the meeting recesses to closed session.

CLOSED SESSION:

1. **CONFERENCE WITH LABOR NEGOTIATORS** Pursuant to Government Code Section 54957.6 Agency designated representative: Gregory Wade
Employee organizations: Miscellaneous Employees, Marine Safety Unit, and Unrepresented Employees.
2. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Pursuant to Government Code Section 54957 City Manager review.
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Pursuant to Government Code Section 54956.9(d)(2)
One (1) Potential case.
4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Pursuant to Government Code Section 54956.9(d)(2)
One (1) Potential case.

No reportable action.

ADJOURN:

Mayor Heebner adjourned the meeting at 5:59 p.m.

Angela Ivey, City Clerk

Council Approved: _____



CITY OF SOLANA BEACH

SOLANA BEACH CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY, PUBLIC FINANCING AUTHORITY, AND HOUSING AUTHORITY

MINUTES

Joint REGULAR Meeting

Wednesday, May 26, 2021 * 6:00 p.m.

Teleconference Location Only-City Hall/Council Chambers, 635 S. Highway 101, Solana Beach, California
This meeting will be conducted in accordance with Governor Newsom’s Executive Order N-29-20 related to the COVID-19 virus.

Minutes contain a summary of significant discussions and formal actions taken at a City Council meeting.

- City Council meetings are video recorded and archived as a permanent record. The video recording captures the complete proceedings of the meeting and is available for viewing on the City's website.
- Posted Reports & Supplemental Docs contain records up to the cut off time prior to meetings for processing new submittals. Complete records containing meeting handouts, PowerPoints, etc. can be obtained through a [Records Request](#).

CITY COUNCILMEMBERS

Lesa Heebner, Mayor

Kristi Becker
Deputy Mayor

Kelly Harless
Councilmember

David A. Zito
Councilmember
District 1

Jewel Edson
Councilmember
District 3

Gregory Wade
City Manager

Johanna Canlas
City Attorney

Angela Ivey
City Clerk

SPEAKERS:

See Public Participation on the first page of the Agenda for publication participation options.

READING OF ORDINANCES AND RESOLUTIONS:

Pursuant to [Solana Beach Municipal Code](#) Section 2.04.460, at the time of introduction or adoption of an ordinance or adoption of a resolution, the same shall not be read in full unless after the reading of the title, further reading is requested by a member of the Council. If any Councilmember so requests, the ordinance or resolution shall be read in full. In the absence of such a request, this section shall constitute a waiver by the council of such reading.

CALL TO ORDER AND ROLL CALL:

Mayor Heebner called the meeting to order at 6:05 p.m.

Present: Lesa Heebner, Kristi Becker, Kelly Harless, David A. Zito, Jewel Edson

Absent: None

Also: Greg Wade, City Manager

Present: Johanna Canlas, City Attorney

Angela Ivey, City Clerk

Dan King, Assistant City Manager

Mo Sammak, City Engineer/Public Works Dir.

Ryan Smith, Finance Dir.

Joseph Lim, Community Development Dir.

CLOSED SESSION REPORT: None

FLAG SALUTE:

AGENDA ITEM A.1.

PRESENTATIONS: Ceremonial items that do not contain in-depth discussion and no action/direction.

Del Mar Fairgrounds

Carlene Moore, CEO Del Mar Fairgrounds, presented a PowerPoint (on file) regarding this year's County Fair with a Home-Grown-Fun theme, the current vaccination station location, the July 4th fireworks, and compliance with the San Diego County Public Health Officials' orders.

APPROVAL OF AGENDA:

Motion: Moved by Deputy Mayor Becker and second by Councilmember Edson to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

ORAL COMMUNICATIONS:

Note to Public: Refer to [Public Participation](#) for information on how to submit public comment.

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Comments relating to items on this evening's agenda are taken at the time the items are heard. Pursuant to the Brown Act, no action shall be taken by the City Council on public comment items. Council may refer items to the City Manager for placement on a future agenda. The maximum time allotted for each speaker is THREE MINUTES (SBMC 2.04.190).

[Speaker Handout \(click here\)](#) due to no in-person meetings.

Mark O'Connor, Surfrider Volunteer, Rise Above Plastic Committee, spoke about the dangers of helium filled balloons on the oceans filling them following holidays and killing marine life, his collection of 120 balloons on his beach walks over a 3-month period, and the Encinitas Environmental Commission unanimous vote to send an ordinance banning the sale of lighter-than-air balloons to the Encinitas City Council.

Kristin Brinner, Surfrider and local resident, spoke about banning the sale of helium balloons, helium being a precious natural resource that should be reserved for important medical and scientific purposes, the potential fire risk of helium balloons when encountering power lines, only two retailers were selling helium balloons in Solana Beach, and the ban of the lighter-than-air balloons will reduce the quantity and severity of future plastic pollution.

COUNCIL COMMUNITY ANNOUNCEMENTS / COMMENTARY:

An opportunity for City Council to make brief announcements or report on their activities. These items are not agendaized for official City business with no action or substantive discussion.

A. CONSENT CALENDAR: (Action Items) (A.1. - A.7.)

Note to Public: Refer to [Public Participation](#) for information on how to submit public comment.

Items listed on the Consent Calendar are to be acted in a single action of the City Council unless pulled for discussion.

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Those items removed from the Consent Calendar by a member of the Council will be trailed to the end of the agenda, while Consent Calendar items removed by the public will be discussed immediately after approval of the Consent Calendar.

A.1. Register Of Demands. (File 0300-30)

Recommendation: That the City Council

1. Ratify the list of demands for April 24, 2021 – May 7, 2021.

[Item A.1. Report \(click here\)](#)

Motion: Moved by Councilmember Edson and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

A.2. General Fund Budget Adjustments for Fiscal Year 2020/21. (File 0330-30)

Recommendation: That the City Council

1. Receive the report listing changes made to the Fiscal Year 2020-2021 General Fund Adopted Budget.

[Item A.2. Report \(click here\)](#)

Motion: Moved by Councilmember Edson and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

A.3. Solana Beach Lighting Maintenance District Engineer's Report, Annual Levy, and Collection of Assessments. (File 0495-20)

Recommendation: That the City Council

1. Adopt **Resolution 2021-064** approving the Solana Beach Lighting Maintenance District Engineer's Report for Fiscal Year 2021/22 for proceedings of the annual levy of assessments within a special maintenance district.
2. Adopt **Resolution 2021-065** declaring intention to provide for an annual levy and collection of assessment in a special maintenance district and setting a time and date for a public hearing; and scheduling the public hearing for June 23, 2021.

[Item A.3. Report \(click here\)](#)

Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.

Motion: Moved by Councilmember Edson and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

A.4. Solana Beach Coastal Rail Trail Maintenance District Engineer's Report, Annual Levy and Collection of Assessments. (File 0495-20)

Recommendation: That the City Council

1. Adopt **Resolution 2021-061**, initiating the proceedings for the annual levy of assessments within the Coastal Rail Trail Maintenance District for Fiscal Year 2021/22.
2. Adopt **Resolution 2021-062**, approving the Engineer's Report for proceedings of the annual levy of assessments within Coastal Rail Trail Maintenance District.
3. Adopt **Resolution 2021-063**, declaring intention to provide for the annual levy and collection of assessments in Coastal Rail Trail Maintenance District and setting a time and date for a public hearing for June 23, 2021.

[Item A.4. Report \(click here\)](#)

Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.

Motion: Moved by Councilmember Edson and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

A.5. Firefighter Mutual Aid Resource Pool Memorandum of Understanding Addendum. (File 0260-10)

Recommendation: That the City Council

1. Adopt **Resolution 2021-066:**
 - a. Approving the First Addendum of the Firefighter Resource Pool MOU outlining an Engineer Resource Pool Agreement between the cities of Solana Beach, Encinitas, and Del Mar; and
 - b. Authorizing the City Manager, or his designee, to execute the Addendum on behalf of the City of Solana Beach.

[Item A.5. Report \(click here\)](#)

Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.

Motion: Moved by Councilmember Edson and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

A.6. Information Technology Support Agreement. (File 0400-10)

Recommendation: That the City Council

1. Adopt **Resolution 2021-058:**
 - a. Authorizing the City Manager to amend the FY 2020/2021 agreement with Managed Solution for an increased total amount not to exceed \$45,000.
 - b. Authorizing the City Manager, at his discretion, to extend the Professional Services Agreement with Managed Solution for the remaining additional years in an amount not to exceed \$45,000 per fiscal year.

[Item A.6. Report \(click here\)](#)

Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new

submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.

Motion: Moved by Councilmember Edson and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

A.7. Local Streets and Roads Funding Program (SB 1) Project List - Fiscal Year 2021/22 (File 0850-35)

Recommendation: That the City Council

1. Adopt **Resolution 2021-056:**

- a. Authorizing the City Engineer to establish a project list for the FY 2021/22 Local Streets and Roads Funding Program using funds in part from the Road Maintenance and Rehabilitation Account designating the 2021 Street Maintenance and Repairs Project, as identified in the City's FY 2021/22 Capital Improvement Program list, to receive the SB 1 funding. It is anticipated that the designated project will rehabilitate the pavement on portions of Lomas Santa Fe Drive and several residential streets including portions of Santa Camelia and Punta Baja. It is also anticipated that the designated project will be constructed in late 2021 or early 2022 and will have an estimated useful life of approximately 15 years.
- b. Authorizing the City Engineer to submit the project list to the California Transportation Commission for the 2021/22 Local Streets and Roads Funding Program using funds from the Road Maintenance and Rehabilitation Account.

[Item A.7. Report \(click here\)](#)

Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.

Motion: Moved by Councilmember Edson and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

B. PUBLIC HEARINGS: (None)

C. STAFF REPORTS: (C.1. – C.3.)

Note to Public: Refer to [Public Participation](#) for information on how to submit public comment.

Any member of the public may address the City Council on an item of concern by submitting written correspondence for the record to be filed with the record or by registering to join the virtual meeting online to speak live, per the Public Participation instructions on the Agenda. The maximum time allotted for each speaker is THREE MINUTES (SBMC 2.04.190).

C.1. Lomas Santa Fe Corridor Improvement Project - Phase III Update. (File 0820-15)

Recommendation: That the City Council

1. Receive the final report and provide input and comments on the Lomas Santa Fe Corridor Improvement Project.

[Item C.1. Report \(click here\)](#)

[Item C.1. Supplemental Docs \(upd. 5-26-21 at 2:26pm\)](#)

Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.

Greg Wade, City Manager, introduced the item and presented a PowerPoint (on file) reviewing some background including community outreach and funding.

Dawn Wilson, Michael Baker International, Project Manager of the Lomas Santa Fe project, continued the PowerPoint (on file).

Brian Hannegan, RRM Design Group, continued the PowerPoint (on file) regarding landscaping, site furnishings, seating areas, rest stops, walls, bus shelters, and pavement treatment ideas.

Greg Wade, City Manager, said that there have been many comments received from the public over the last few years, that four lanes of traffic would be preserved within the existing right-of-way, there was no acquisition of private property encroachments, that the north side would have a combination of multi-use paths extending all the way up to Cedros as well as two on-street bike paths, that there would be no need for bike sharrows in this corridor, and that designs were presented for discussion and would not need to be decided at this time.

Douglas Alden said that he lived in the area and that this was a great plan created for this corridor for drivers, cyclists, and pedestrians by way of much community involvement and Staff work overtime.

Council, Staff, and Consultants discussion including DG (decomposed granite), walkway's materials and colors, coordination with the NCTD regarding bus benches, landscaping for climate resilience and adaptation, the full width of the trail is 10 ft. with a 5 ft. path shoulder and a 3 ft. buffer which all totals 18 ft., bus shelter options at relative costs of \$10,000 to \$30,000, streetlights, actively pursuing grant funding as the project is close to shovel-ready, boulder or wall seating areas, paving treatments, the area under the bridge in Caltrans area is not part of this project but an opportunity to look at some benefits to enhance the area, signalization along the corridor, continuity of existing bike racks and streetlights and bus stops along the corridor, bench and tile walls, and what amount of greenery that may absorb noise.

Mayor Heebner recessed the meeting at 7:49 p.m. for a break and reconvened at 7:53 p.m.

C.2. Review of Draft Fiscal Years 2021/22 and 2022/23 Budget. (File 0330-30)

Recommendation: That the City Council

1. Review the FY 2021/22 and FY 2022/23 Draft Budget and provide Staff with direction to formulate the budget for adoption on June 23, 2021.

[Item C.2. Report \(click here\)](#)

[Item C.2. Updated Report #1 \(added 5-26-21 at 3:30pm\)](#)

Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.

Greg Wade, City Manager, introduced the item.

Ryan Smith, Finance Director, presented a PowerPoint (on file) reviewing the first draft of the two-year budget.

Council and Staff discussion included the increase in real estate prices and the related transfer tax, contributions to the pension, moving to the 100% renewable energy for the City accounts, assistance to small businesses and food assistance, dedicating more focus and funds on weeding at the Coastal Rail Trail, and making City Hall safe for the public and future Council meetings.

C.3. Revised Fiscal Year 2021/22 Draft Work Plan. (File 0410-08)

Recommendation: That the City Council

1. Review and discuss the modifications to the draft Fiscal Year 2021/22 Work Plan and direct Staff to return to Council with the final Fiscal Year 2021/22 Work Plan for approval with the Budget in June 2021.

[Item C.3. Report \(click here\)](#)

[Item C.3. Supplemental Docs \(upd. 5-26-21 at 2:26pm\)](#)

Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.

Greg Wade, City Manager, introduced the item.

Dan King, Assistant City Manager, presented a PowerPoint (on file) reviewing revisions.

Council and Staff discussion included smoke-free environments in privately owned developments, evaluating some outdoor dining and related impacts on public parking, traffic calming measures on specific streets, potential changes to Council chambers seating for City Council, assessment citywide school walking accessibility, incorporating the Climate Action Commission's list into the Work Plan where possible, building electrification, converting large HOA (Home Owners Associations) areas to recycle water, unprioritized items, and a considering a bikeshare program with a local bike shop.

WORK PLAN COMMENTS:

Adopted June 12, 2019

COMPENSATION & REIMBURSEMENT DISCLOSURE:

GC: Article 2.3. Compensation: 53232.3. (a) Reimbursable expenses shall include, but not be limited to, meals, lodging, and travel. 53232.3 (d) Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency "City" at the next regular meeting of the legislative body.

COUNCIL COMMITTEE REPORTS: [Council Committees](#)

REGIONAL COMMITTEES: (outside agencies, appointed by this Council)

STANDING COMMITTEES: (All Primary Members) (*Permanent Committees*)

CITIZEN COMMISSION(S)

ADJOURN:

Mayor Heebner adjourned the meeting at 9:32 p.m.

Angela Ivey, City Clerk

Council Approved: _____



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 14, 2021
ORIGINATING DEPT: Finance
SUBJECT: Register of Demands

BACKGROUND:

Section 3.04.020 of the Solana Beach Municipal Code requires that the City Council ratify a register of demands which represents all financial demands made upon the City for the applicable period.

Register of Demands- 06/05/21 through 06/18/21

Check Register-Disbursement Fund (Attachment 1)		\$	158,430.17
Council Payroll	June 10, 2021		4,766.55
Federal & State Taxes	June 10, 2021		397.82
Net Payroll	June 11, 2021		221,733.42
Federal & State Taxes	June 11, 2021		64,832.17
PERS Retirement (EFT)	June 15, 2021		47,898.78

TOTAL		\$	<u>498,058.91</u>
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DISCUSSION:

Staff certifies that the register of demands has been reviewed for accuracy, that funds are available to pay the above demands, and that the demands comply with the adopted budget.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

The register of demands for June 5, 2021 through June 18, 2021 reflects total expenditures of \$498,058.91 from various City sources.

WORK PLAN:

N/A

CITY COUNCIL ACTION: _____

OPTIONS:


- Ratify the register of demands.
- Do not ratify and provide direction.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council ratify the above register of demands.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Check Register – Disbursement Fund

PENTAMATION
 DATE: 06/21/2021
 TIME: 07:58:01

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20210605 00:00:00.000' and '20210618 00:00:00.000'
 ACCOUNTING PERIOD: 12/21

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	99106	06/11/21	4706	24 HOUR ELEVATOR, INC	00165006570	ELVTR MAINT-FEB	0.00	168.00
1011	99107	06/11/21	4832	AT&T CALNET 3	00160006150	9391012275 4/24-5/23	0.00	166.16
1011	99107	06/11/21	4832	AT&T CALNET 3	00150005450	9391012282 4/24-5/23	0.00	22.43
1011	99107	06/11/21	4832	AT&T CALNET 3	00150005450	9391012282 3/24-4/23	0.00	22.48
1011	99107	06/11/21	4832	AT&T CALNET 3	00150005450	9391053641 3/24-4/23	0.00	166.16
1011	99107	06/11/21	4832	AT&T CALNET 3	00150005450	9391053641 4/24-5/23	0.00	166.16
1011	99107	06/11/21	4832	AT&T CALNET 3	00150005450	9391062899 4/24-5/23	0.00	166.16
1011	99107	06/11/21	4832	AT&T CALNET 3	00165006540	9391012279 4/24-5/23	0.00	49.34
1011	99107	06/11/21	4832	AT&T CALNET 3	50900007700	9391012277 4/24-5/23	0.00	14.69
TOTAL CHECK							0.00	773.58
1011	99108	06/11/21	3069	JOSHUA BLEA	00165006530	MILEAGE-05/22/21	0.00	28.00
1011	99109	06/11/21	2555	BOB HOFFMAN VIDEO PRODUC	00150005450	COUNCIL MTG-08/26/20	0.00	840.00
1011	99109	06/11/21	2555	BOB HOFFMAN VIDEO PRODUC	00150005450	COUNCL MTG-9/9 & 9/23	0.00	1,764.00
TOTAL CHECK							0.00	2,604.00
1011	99110	06/11/21	2631	CLEAN STREET	00165006550	SPCL EVNT SWP-05/25	0.00	69.00
1011	99111	06/11/21	318	COUNTY OF SAN DIEGO ASSE	00165006510	RECORDING-04/16/21	0.00	98.00
1011	99112	06/11/21	127	COX COMMUNICATIONS INC	00150005450	CTYINTRNT 04/19-05/18	0.00	368.46
1011	99112	06/11/21	127	COX COMMUNICATIONS INC	00150005450	CTYINTRNT 05/19-06/18	0.00	368.92
TOTAL CHECK							0.00	737.38
1011	99113	06/11/21	108	DEL MAR BLUE PRINT COMPA	00150005150	W-2446-DUPLICATE	0.00	23.93
1011	99113	06/11/21	108	DEL MAR BLUE PRINT COMPA	00150005150	LOT SCAN/FLASH DRIVE	0.00	171.14
TOTAL CHECK							0.00	195.07
1011	99114	06/11/21	134	DIXIELINE LUMBER CO INC	00165006530	BLACK TOP PATCH/GLVS	0.00	103.43
1011	99114	06/11/21	134	DIXIELINE LUMBER CO INC	00165006570	STUCCO PATCH/PTTY KNF	0.00	16.76
TOTAL CHECK							0.00	120.19
1011	99115	06/11/21	5543	DOMUSSTUDIO ARCHITECTURE	45094496510	9449.01 MS CNTR-APR	0.00	380.00
1011	99116	06/11/21	5480	FISHER INTEGRATED, INC.	00150005450	COUNCIL WEB STRM-MAR	0.00	800.00
1011	99116	06/11/21	5480	FISHER INTEGRATED, INC.	00150005450	COUNCIL WEB STRM-APR	0.00	800.00
TOTAL CHECK							0.00	1,600.00
1011	99117	06/11/21	321	GOLDEN TELECOM, INC.	00150005450	MS-PHONE MAINT	0.00	272.83
1011	99118	06/11/21	5399	INBOUND DESIGN INC.	55000007750	SEA WEBSITE MANT-JUN	0.00	49.00
1011	99119	06/11/21	5098	JOSE GARCIA	00165006560	MILEAGE-05/30 & 05/31	0.00	71.68
1011	99120	06/11/21	5835	RAFTELIS FINANCIAL CONSU	50900007700	SWR RATE STUDY-APR	0.00	10,180.00
1011	99121	06/11/21	5998	READY REFRESH BY NESTLE	00165006570	DRINKING WATER-LC-MAY	0.00	15.15
1011	99121	06/11/21	5998	READY REFRESH BY NESTLE	00165006570	DRINKING WATER-PW-MAY	0.00	35.69
TOTAL CHECK							0.00	50.84

PENTAMATION
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CITY OF SOLANA BEACH, CA
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 ACCOUNTING PERIOD: 12/21

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	99122	06/11/21	5502	SAN DIEGO HUMANE SOCIETY	00160006130	FY21 ANIMAL SVC-MAY	0.00	7,086.00
1011	99122	06/11/21	5502	SAN DIEGO HUMANE SOCIETY	00160006130	FY21 ANIMAL SVC-JUN	0.00	7,086.00
TOTAL CHECK							0.00	14,172.00
1011	99123	06/11/21	169	SDG&E CO INC	00165006540	UTILITIES-04/09-05/10	0.00	943.62
1011	99123	06/11/21	169	SDG&E CO INC	00165006570	UTILITIES-04/09-05/10	0.00	1,218.65
1011	99123	06/11/21	169	SDG&E CO INC	20375007510	UTILITIES-04/09-05/10	0.00	2,337.37
1011	99123	06/11/21	169	SDG&E CO INC	21100007600	UTILITIES-04/01-05/10	0.00	7,437.79
1011	99123	06/11/21	169	SDG&E CO INC	00165006570	UTILITIES-04/01-05/10	0.00	190.01
1011	99123	06/11/21	169	SDG&E CO INC	00165006530	UTILITIES-04/01-05/10	0.00	457.50
1011	99123	06/11/21	169	SDG&E CO INC	00165006540	UTILITIES-04/01-05/10	0.00	462.50
1011	99123	06/11/21	169	SDG&E CO INC	00165006530	UTILITIES-04/09-05/10	0.00	757.25
TOTAL CHECK							0.00	13,804.69
1011	99124	06/11/21	156	SHARP REES-STEALY MEDICA	00150005400	PRE-EMPLOYMENT SCREEN	0.00	818.00
1011	99125	06/11/21	1231	STAPLES CONTRACT & COMME	00165006510	MEASURING TAPE	0.00	24.23
1011	99125	06/11/21	1231	STAPLES CONTRACT & COMME	00165006510	STANDING MAT	0.00	66.79
TOTAL CHECK							0.00	91.02
1011	99126	06/11/21	5890	TYLER TECHNOLOGIES, INC.	13550005200	50/50 WRK SPLT-MAY	0.00	1,470.00
1011	99126	06/11/21	5890	TYLER TECHNOLOGIES, INC.	13550005200	50/50 WRK SPLT-MAY	0.00	1,680.00
1011	99126	06/11/21	5890	TYLER TECHNOLOGIES, INC.	13550005300	50/50 WRK SPLT-MAY	0.00	3,430.00
1011	99126	06/11/21	5890	TYLER TECHNOLOGIES, INC.	13550005300	50/50 WRK SPLT-MAY	0.00	3,920.00
TOTAL CHECK							0.00	10,500.00
1011	99127	06/11/21	1458	THE UNIFORM SPECIALIST	00160006120	SEWINGS-SCHMIDT	0.00	19.49
1011	99128	06/11/21	30	VERIZON WIRELESS-SD	00160006140	CODES CELL 4/24-5/23	0.00	141.53
1011	99128	06/11/21	30	VERIZON WIRELESS-SD	00150005450	IT CELL 4/24-5/23	0.00	152.04
1011	99128	06/11/21	30	VERIZON WIRELESS-SD	00150005450	IT CELL 03/24-04/23	0.00	152.04
TOTAL CHECK							0.00	445.61
1011	99129	06/11/21	4763	WESTERN AUDIO VISUAL	00150005450	CHAMBERS TECH-MAY	0.00	499.00
1011	99129	06/11/21	4763	WESTERN AUDIO VISUAL	00150005450	CHAMBERS TECH-JUN	0.00	499.00
TOTAL CHECK							0.00	998.00
1011	99130	06/17/21	4832	AT&T CALNET 3	00150005450	9391062899 3/24-4/23	0.00	166.16
1011	99130	06/17/21	4832	AT&T CALNET 3	00160006120	9391012280 04/24-5/23	0.00	385.77
1011	99130	06/17/21	4832	AT&T CALNET 3	00160006120	9391012280 04/24-5/23	0.00	392.08
TOTAL CHECK							0.00	944.01
1011	99131	06/17/21	3935	BMI GENERAL LICENSING IN	25055005570	MUSIC LICENSE-2021	0.00	368.00
1011	99134	06/17/21	1914	US BANK	00160006120	STORAGE BOX	0.00	22.39
1011	99134	06/17/21	1914	US BANK	00160006120	BRUSH/ZIP TIES	0.00	31.17
1011	99134	06/17/21	1914	US BANK	00160006120	TRASH BAGS	0.00	33.79
1011	99134	06/17/21	1914	US BANK	00160006120	FIRE WIPES-SB PORTION	0.00	65.84
1011	99134	06/17/21	1914	US BANK	00150005150	PENS	0.00	7.24
1011	99134	06/17/21	1914	US BANK	00160006120	STEEL SPONGES	0.00	8.01
1011	99134	06/17/21	1914	US BANK	00150005150	BROADCLOTH	0.00	8.62
1011	99134	06/17/21	1914	US BANK	00150005450	CAT6 CONNECTORS	0.00	9.58

PENTAMATION
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 CHECK REGISTER - DISBURSEMENT FUND

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SELECTION CRITERIA: transact.ck_date between '20210605 00:00:00.000' and '20210618 00:00:00.000'
 ACCOUNTING PERIOD: 12/21

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	99134	06/17/21	1914	US BANK	00150005450	HOSTING DOMAINS-MAR	0.00	9.95
1011	99134	06/17/21	1914	US BANK	00165006560	HARDWARE-PLYGND RPR	0.00	11.72
1011	99134	06/17/21	1914	US BANK	00160006170	OIL CAP	0.00	12.77
1011	99134	06/17/21	1914	US BANK	00150005150	PACKING MATERIAL	0.00	16.08
1011	99134	06/17/21	1914	US BANK	00150005150	FABRIC COVER	0.00	18.54
1011	99134	06/17/21	1914	US BANK	00150005150	PACKING MATERIAL	0.00	19.30
1011	99134	06/17/21	1914	US BANK	00160006120	SHOWERHEAD	0.00	20.35
1011	99134	06/17/21	1914	US BANK	00160006170	SMALL FIRST AID KIT	0.00	21.32
1011	99134	06/17/21	1914	US BANK	00160006140	BUSINESS CRDS-JEMISON	0.00	21.55
1011	99134	06/17/21	1914	US BANK	00150005150	SCISSORS/TAPE	0.00	22.07
1011	99134	06/17/21	1914	US BANK	00160006170	CPR/AED CERT-JONES	0.00	23.00
1011	99134	06/17/21	1914	US BANK	00150005450	DATA CABELS	0.00	23.69
1011	99134	06/17/21	1914	US BANK	00160006170	AIR FILL TNK BOOT-TRN	0.00	28.93
1011	99134	06/17/21	1914	US BANK	00150005150	03/24 MTG TRANSCRPTN	0.00	33.00
1011	99134	06/17/21	1914	US BANK	00150005450	4 VGA ADAPTER	0.00	34.44
1011	99134	06/17/21	1914	US BANK	00150005400	ADMIN DAY SUPPLIES	0.00	35.53
1011	99134	06/17/21	1914	US BANK	00150005150	GAVEL	0.00	37.70
1011	99134	06/17/21	1914	US BANK	00165006510	TELE ROD W/ CASE	0.00	39.23
1011	99134	06/17/21	1914	US BANK	00150005200	LA TIMES SUB-MAR-JUN	0.00	51.87
1011	99134	06/17/21	1914	US BANK	00150005400	ADMIN DAY REFRESHMNTS	0.00	54.91
1011	99134	06/17/21	1914	US BANK	00150005450	CONSTANT CONTACT-APR	0.00	55.00
1011	99134	06/17/21	1914	US BANK	00150005400	2021 LABOR LAW PSTERS	0.00	58.65
1011	99134	06/17/21	1914	US BANK	00165006530	TRAFFIC MIRROR	0.00	59.27
1011	99134	06/17/21	1914	US BANK	00150005150	CORK BRD/TACKS	0.00	61.53
1011	99134	06/17/21	1914	US BANK	00150005400	ADMIN DAY GIFTS	0.00	66.75
1011	99134	06/17/21	1914	US BANK	00160006120	SHOWERHEAD	0.00	67.86
1011	99134	06/17/21	1914	US BANK	00150005150	04/14 MTG TRANSCRPTN	0.00	70.25
1011	99134	06/17/21	1914	US BANK	00160006120	MOP/BUCKET/WRINGER	0.00	71.10
1011	99134	06/17/21	1914	US BANK	00160006170	BTTLs/BAGS/FLAG/TAPE	0.00	74.72
1011	99134	06/17/21	1914	US BANK	00150005150	CCAC TRAIN/BOOKS	0.00	75.00
1011	99134	06/17/21	1914	US BANK	00150005400	HR CONF-SAMMAK-5/18	0.00	79.00
1011	99134	06/17/21	1914	US BANK	00160006170	TANK RENTALS-TRN	0.00	96.99
1011	99134	06/17/21	1914	US BANK	00150005400	ADMIN DAY GIFTS	0.00	105.84
1011	99134	06/17/21	1914	US BANK	00150005150	DROPBOX-CLERKS	0.00	119.88
1011	99134	06/17/21	1914	US BANK	00150005200	DROP BOX-4/21-4/22	0.00	119.88
1011	99134	06/17/21	1914	US BANK	00165006560	4 CASES TRASH BAGS	0.00	124.12
1011	99134	06/17/21	1914	US BANK	00150005400	COVID SB-95 WEBINAR	0.00	125.00
1011	99134	06/17/21	1914	US BANK	00160006120	EMT RENEWAL-BARRON	0.00	125.50
1011	99134	06/17/21	1914	US BANK	00165006510	PRIME MEMBERSHIP	0.00	128.22
1011	99134	06/17/21	1914	US BANK	00150005150	UT SUBSCRIPTION-CLERK	0.00	364.00
1011	99134	06/17/21	1914	US BANK	00160006120	DTRGNT/SPNGES/SOAP	0.00	364.10
1011	99134	06/17/21	1914	US BANK	21100007600	STREETLIGHT COVERS	0.00	397.13
1011	99134	06/17/21	1914	US BANK	13560006170	RACK FOR TRUCK	0.00	449.96
1011	99134	06/17/21	1914	US BANK	00165006560	F-250 TIRES	0.00	482.65
1011	99134	06/17/21	1914	US BANK	00150005150	ARCHIVE LABELS	0.00	497.35
1011	99134	06/17/21	1914	US BANK	00165006510	ROTARY LASER	0.00	581.74
1011	99134	06/17/21	1914	US BANK	13560006120	MATTRESS-2	0.00	667.49
1011	99134	06/17/21	1914	US BANK	00150005150	TIME STAMPER	0.00	801.59
1011	99134	06/17/21	1914	US BANK	00165006520	DOG BAGS-2000	0.00	1,480.54
1011	99134	06/17/21	1914	US BANK	13550005450	MALWAREBYTES	0.00	1,731.75
1011	99134	06/17/21	1914	US BANK	135	MALWAREBYTES	0.00	1,731.75
TOTAL CHECK							0.00	11,957.20

PENTAMATION
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CITY OF SOLANA BEACH, CA
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FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	99135	06/17/21	101	CAMEO PAPER & JANITORIAL	00160006170	LINERS/TOWELS	0.00	157.90
1011	99136	06/17/21	6026	CHISTOPHER SCHMIT	00150005400	PRE-EMPLOYMENT-SCHMIT	0.00	32.00
1011	99137	06/17/21	6027	CHRISTIAN COMPANY	00165006570	LIFE GRD TOWERS	0.00	930.11
1011	99138	06/17/21	1491	COASTAL FRONTIERS INC	45099266190	9926.21 TASK#MAY 21	0.00	9,691.00
1011	99139	06/17/21	739	DEPARTMENT OF JUSTICE	00160006140	FINGERPRINT APPS-MAY	0.00	32.00
1011	99139	06/17/21	739	DEPARTMENT OF JUSTICE	00150005400	FINGERPRINT APPS-MAY	0.00	288.00
TOTAL CHECK							0.00	320.00
1011	99140	06/17/21	6025	EMMA HART	00150005400	E. HART-LIVESCAN	0.00	25.00
1011	99141	06/17/21	5610	ERGOSTOP INC.	001	DEPT-PLN STND DKS	0.00	1,961.62
1011	99141	06/17/21	5610	ERGOSTOP INC.	001	DEPT-ENG STND DKS	0.00	2,360.29
1011	99141	06/17/21	5610	ERGOSTOP INC.	12050005460	WORK FIT-FS	0.00	-726.79
1011	99141	06/17/21	5610	ERGOSTOP INC.	12050005460	STAND DESK-CITY CLERK	0.00	-612.59
1011	99141	06/17/21	5610	ERGOSTOP INC.	12050005460	KEYBOARD/MOUSE-HR	0.00	-416.11
1011	99141	06/17/21	5610	ERGOSTOP INC.	12050005460	KEYBOARD/MOUSE-EN	0.00	-416.11
1011	99141	06/17/21	5610	ERGOSTOP INC.	12050005460	FOOTREST-HR	0.00	-55.07
1011	99141	06/17/21	5610	ERGOSTOP INC.	12050005460	FOOTREST-CTY CLRK	0.00	-55.07
1011	99141	06/17/21	5610	ERGOSTOP INC.	12050005460	FOOTREST-EN	0.00	-55.07
1011	99141	06/17/21	5610	ERGOSTOP INC.	001	FOOTREST-HR/EN/CTY CK	0.00	165.21
1011	99141	06/17/21	5610	ERGOSTOP INC.	001	KEYBOARD/MOUSE-EN	0.00	416.11
1011	99141	06/17/21	5610	ERGOSTOP INC.	001	KEYBOARD/MOUSE-HR	0.00	416.11
1011	99141	06/17/21	5610	ERGOSTOP INC.	001	STAND DESK-CITY CLERK	0.00	612.59
1011	99141	06/17/21	5610	ERGOSTOP INC.	001	WORK FIT-FS	0.00	726.79
TOTAL CHECK							0.00	4,321.91
1011	99142	06/17/21	4601	FIREWATCH	00165006570	INSPCT SPRNKLRS-LC	0.00	185.53
1011	99143	06/17/21	5262	GEORGE HILLS COMPANY, IN	12050005460	CLM.GENR PROF SCC-MAY	0.00	189.00
1011	99143	06/17/21	5262	GEORGE HILLS COMPANY, IN	12050005460	CLM.1904 PROF SCV-APR	0.00	54.00
1011	99143	06/17/21	5262	GEORGE HILLS COMPANY, IN	12050005460	CLM.2101 PROF SVC-MAY	0.00	108.00
1011	99143	06/17/21	5262	GEORGE HILLS COMPANY, IN	12050005460	CLM.2104 PROF SCV-APR	0.00	112.50
TOTAL CHECK							0.00	463.50
1011	99144	06/17/21	6024	JAMES R SAGONA	00150005400	J. SAGONA-LIVESCAN	0.00	25.00
1011	99145	06/17/21	5889	KOA HILLS CONSULTING, LL	13550005300	PROJ MANAGMNT-MAY	0.00	4,080.00
1011	99145	06/17/21	5889	KOA HILLS CONSULTING, LL	13550005200	PROJ MANAGMNT-MAY	0.00	9,520.00
TOTAL CHECK							0.00	13,600.00
1011	99146	06/17/21	2562	LALLEY CONSTRUCTION	00165006570	ON CALL RPR-09/25/20	0.00	65.00
1011	99146	06/17/21	2562	LALLEY CONSTRUCTION	00165006570	ON CALL RPR-03/01/21	0.00	97.50
1011	99146	06/17/21	2562	LALLEY CONSTRUCTION	00165006570	ON CALL RPR-09/21/20	0.00	97.50
1011	99146	06/17/21	2562	LALLEY CONSTRUCTION	00165006570	ON CALL RPR-09/23/20	0.00	130.00
1011	99146	06/17/21	2562	LALLEY CONSTRUCTION	00165006570	ON CALL RPR-07/03/20	0.00	195.00
1011	99146	06/17/21	2562	LALLEY CONSTRUCTION	00165006570	ON CALL RPR-03/15/21	0.00	585.00
1011	99146	06/17/21	2562	LALLEY CONSTRUCTION	00165006570	ON CALL RPR-04/15/21	0.00	1,950.00

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FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	99146	06/17/21	2562	LALLEY CONSTRUCTION	00165006570	ON CALL RPR-12/16/20	0.00	2,080.00
TOTAL CHECK							0.00	5,200.00
1011	99147	06/17/21	2102	LEGAL SHIELD CORP	001	PPD LEGAL-MAY 21	0.00	38.85
1011	99148	06/17/21	6021	LINEGEAR FIRE & RESCUE E	00160006120	PACK/HOSE CLMP-MONKEN	0.00	269.38
1011	99148	06/17/21	6021	LINEGEAR FIRE & RESCUE E	00160006120	PANTS/JACKET-MONKEN	0.00	1,030.09
1011	99148	06/17/21	6021	LINEGEAR FIRE & RESCUE E	00160006120	ASST GEAR-MONKEN	0.00	1,353.56
1011	99148	06/17/21	6021	LINEGEAR FIRE & RESCUE E	00160006120	FIRE SHELTER-MALLON	0.00	392.17
TOTAL CHECK							0.00	3,045.20
1011	99149	06/17/21	4738	MEDICAL EYE SERVICES	001	VISION JUN 21	0.00	448.34
1011	99149	06/17/21	4738	MEDICAL EYE SERVICES	001	EE# COBRA JUN 21	0.00	11.29
1011	99149	06/17/21	4738	MEDICAL EYE SERVICES	001	EE# COBRA JUN 21	0.00	11.29
1011	99149	06/17/21	4738	MEDICAL EYE SERVICES	001	EE# COBRA 21	0.00	11.29
1011	99149	06/17/21	4738	MEDICAL EYE SERVICES	001	EE# COBRA JUN 21	0.00	20.33
1011	99149	06/17/21	4738	MEDICAL EYE SERVICES	00150005400	ROUNDING-JUN 21	0.00	-0.21
TOTAL CHECK							0.00	502.33
1011	99150	06/17/21	5361	HABITAT PROTECTION, INC	00165006570	PEST CONTROL-MAY-FC	0.00	34.00
1011	99150	06/17/21	5361	HABITAT PROTECTION, INC	00165006570	PEST CONTROL-MAY-MS	0.00	34.00
1011	99150	06/17/21	5361	HABITAT PROTECTION, INC	00165006570	PEST CONTROL-MAY-LC	0.00	35.00
1011	99150	06/17/21	5361	HABITAT PROTECTION, INC	00165006570	PEST CONTROL-MAY-FS	0.00	40.00
1011	99150	06/17/21	5361	HABITAT PROTECTION, INC	00165006570	PEST CONTROL-MAY-CH	0.00	53.00
1011	99150	06/17/21	5361	HABITAT PROTECTION, INC	00165006570	AS NEEDED PST CNTL-MS	0.00	29.00
1011	99150	06/17/21	5361	HABITAT PROTECTION, INC	00160006130	DEAD ANML RVML-05/22	0.00	525.00
1011	99150	06/17/21	5361	HABITAT PROTECTION, INC	00165006570	PEST CONTROL-MAY-PW	0.00	34.00
TOTAL CHECK							0.00	784.00
1011	99151	06/17/21	1087	PREFERRED BENEFIT INS AD	001	DENTAL JUNE 21	0.00	2,851.10
1011	99151	06/17/21	1087	PREFERRED BENEFIT INS AD	00150005400	ADMIN FEE JUNE 21	0.00	4.50
TOTAL CHECK							0.00	2,855.60
1011	99152	06/17/21	5719	PUBLIC AGENCY RISK MANAG	12050005460	FY22 PARMA MEMBERSHP	0.00	150.00
1011	99153	06/17/21	1112	RANCHO SANTA FE SECURITY	00165006560	RESTRM LCK/UNLOCK-MAY	0.00	583.57
1011	99153	06/17/21	1112	RANCHO SANTA FE SECURITY	00165006560	ALARM MONITORING-MAY	0.00	252.00
TOTAL CHECK							0.00	835.57
1011	99154	06/17/21	5813	ROBERT J. MARSHBURN	12050005460	PROF SVC-06/07/21	0.00	175.00
1011	99155	06/17/21	5026	SESAC, INC	25055005570	MUSIC RIGHTS LIC 2021	0.00	483.00
1011	99156	06/17/21	683	STATE CONTROLLER'S OFFIC	20265006510	FY20 STREET REPORT	0.00	2,628.25
1011	99157	06/17/21	4840	STC TRAFFIC, INC	00165006540	ONCALL TRFFC-APR	0.00	970.00
1011	99157	06/17/21	4840	STC TRAFFIC, INC	20293306510	CIP19-TRFIC SGNL ASMNT	0.00	2,782.50
TOTAL CHECK							0.00	3,752.50
1011	99158	06/17/21	2097	UT SAN DIEGO - NRTH COUN	50998566510	NTC-INVT BID-2021.03	0.00	265.19
1011	99159	06/17/21	3723	WAGeworks	00150005400	FSA ADMIN-MAY	0.00	128.75

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 ACCOUNTING PERIOD: 12/21

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	99160	06/17/21	5919	WREGIS	55000007750	ENERGY TRANSACTN FEE	0.00	112.05
1011	99161	06/17/21	37	XEROX CORPORATION	00150005350	COPIER UPSTAIRS-MAY	0.00	298.25
1011	99161	06/17/21	37	XEROX CORPORATION	00150005350	EXCESS BLK-4/21-5/21	0.00	10.94
1011	99161	06/17/21	37	XEROX CORPORATION	00150005350	EXCESS CLR-4/21-5/21	0.00	42.42
1011	99161	06/17/21	37	XEROX CORPORATION	00150005350	FIERY UPSTAIRS-MAY	0.00	132.61
1011	99161	06/17/21	37	XEROX CORPORATION	00150005350	COPIER PLANNING-MAY	0.00	546.78
1011	99161	06/17/21	37	XEROX CORPORATION	00150005350	EXCESS BLK-4/21-5/21	0.00	44.71
1011	99161	06/17/21	37	XEROX CORPORATION	00150005350	EXCESS CLR-4/21-5/21	0.00	48.28
1011	99161	06/17/21	37	XEROX CORPORATION	00150005350	FIERY PLANNING-MAY	0.00	132.61
1011	99161	06/17/21	37	XEROX CORPORATION	00150005350	COPIER CLRKS-MAY	0.00	271.68
1011	99161	06/17/21	37	XEROX CORPORATION	00150005350	EXCESS BLK-4/21-5/21	0.00	17.38
1011	99161	06/17/21	37	XEROX CORPORATION	00150005350	EXCESS CLR-4/21-5/21	0.00	40.12
1011	99161	06/17/21	37	XEROX CORPORATION	00150005350	FIERY CLRKS-MAY	0.00	122.84
TOTAL CHECK							0.00	1,708.62
1011	V9000293	06/07/21	4825	NEOGOV, INC	00150005400	FY21 INSIGHT SUBSCRIPT	0.00	4,688.98
1011	V9000294	06/10/21	5320	BAYSHORE CONSULTING GROU	55000007750	CCA PROF SVC-MAY	0.00	525.00
1011	V9000295	06/10/21	11	ICMA PLAN 302817	001	PLAN NUMBER: 302817	0.00	13,103.47
1011	V9000295	06/10/21	11	ICMA PLAN 302817	001	ICMA PD 06/10/21	0.00	6,536.20
TOTAL CHECK							0.00	19,639.67
1011	V9000296	06/10/21	3859	ICMA RHS 801939	001	PLAN NUMBER:801939	0.00	2,017.70
1011	V9000297	06/10/21	13	SOLANA BEACH FIREFIGHTER	001	FD DUES PD 06/11/21	0.00	813.50
1011	V9000298	06/17/21	4600	KYLE KOSZEWNIK	12050005460	KK-PARMA-02/03-02/05	0.00	149.00
1011	V9000298	06/17/21	4600	KYLE KOSZEWNIK	00150005400	REMB-RSKMNG/BSSIM-KK	0.00	835.20
1011	V9000298 V	06/17/21	4600	KYLE KOSZEWNIK	12050005460	KK-PARMA-02/03-02/05	0.00	-149.00
1011	V9000298 V	06/17/21	4600	KYLE KOSZEWNIK	00150005400	REMB-RSKMNG/BSSIM-KK	0.00	-835.20
TOTAL CHECK							0.00	0.00
1011	V9000299	06/17/21	3066	SUMMIT ENVIRONMENTAL GRO	21355005550	1714.29-SOLANA HIGHLND	0.00	1,840.00
1011	V9000299	06/17/21	3066	SUMMIT ENVIRONMENTAL GRO	21355005550	1714.29-SOLANA HIGHLND	0.00	2,070.00
TOTAL CHECK							0.00	3,910.00
1011	V9000300	06/17/21	4465	SUN LIFE FINANCIAL	001	JUNE 21 LTD	0.00	1,530.61
1011	V9000300	06/17/21	4465	SUN LIFE FINANCIAL	001	JUNE 21 LIFE&ADD INS	0.00	1,114.71
1011	V9000300	06/17/21	4465	SUN LIFE FINANCIAL	001	JUNE 21 SUPP LIFE INS	0.00	257.55
TOTAL CHECK							0.00	2,902.87
TOTAL CASH ACCOUNT							0.00	158,430.17
TOTAL FUND							0.00	158,430.17
TOTAL REPORT							0.00	158,430.17



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 14, 2021
ORIGINATING DEPT: Engineering Department
SUBJECT: **Council Consideration of Resolution 2021-093 Approving the First Amended Restatement of Agreement Between Cardiff Sanitation District and Solana Beach Sanitation District Establishing the San Elijo Joint Powers Authority**

BACKGROUND:

The Solana Beach and Cardiff Sanitation Districts entered into a Joint Powers Agreement in 1963 when both districts were governed by the County of San Diego Board of Supervisors. This agreement, also known as the Basic Agreement, provided for conveyance, treatment and disposal of sewer flows generated from both districts. The Basic Agreement was superseded by the “Agreement Between Cardiff Sanitation District and Solana Beach Sanitation District Establishing a Joint Powers Authority for the Operation, Maintenance, Construction, Upgrade, and Expansion of a Joint Sewage System” in June 1987 shortly after incorporation of the cities of Solana Beach and Encinitas. Under that agreement, the San Elijo Joint Powers Authority (SEJPA) is a separate public entity empowered to provide for transmission, collection, treatment, and disposal of wastewater and to develop water reclamation facilities for recycled water. The SEJPA governing board was changed from the County Board of Supervisors to two elected councilmembers of the two cities, through appointment by each of the respective City Councils.

The 1987 agreement was amended several times. In 2008, the SEJPA adopted a “Restatement of Agreement Between Cardiff Sanitation District and Solana Beach Sanitation District Establishing the San Elijo Joint Powers Authority” (Reinstatement) in order to incorporate the prior amendments into a single document, update the original Agreement, and clarify the duties and responsibilities of the SEJPA and the member agencies.

COUNCIL ACTION:

Further amendments appeared necessary. Therefore, on September 15, 2020, the SEJPA Board of Directors unanimously approved the “First Amended Restatement of Agreement Between Cardiff Sanitation District and Solana Beach Sanitation District Establishing the San Elijo Joint Powers Authority” (First Restatement) (Attachment 2) and directed staff to take to the First Restatement to respective City Councils for final approval. Financial, Legal, and Risk Management review has been completed.

This item is before City Council to consider adoption of Resolution 2021-093 (Attachment 1) approving the First Amended Restatement of Agreement Between Cardiff Sanitation District and Solana Beach Sanitation District establishing the San Elijo Joint Powers Authority.

DISCUSSION:

The Restatement was last updated in 2008. SEJPA staff and legal counsel reviewed the Restatement and provided a list of proposed changes to reflect current operating conditions of the SEJPA, improve purchasing and budgeting, and to recognize new legislation that impacts the agency. The following is a summary of the significant changes proposed:

Section 3.4 – General Manager:

- Revise title to Chief Executive Officer/General Manger.
- Raise General Manager authority to execute contracts up to \$50,000 from \$35,000.
- Delete current aggregate expenditures limit of \$75,000 for urgent maintenance or repair work necessary to protect public health and the environment and replace with requirement to comply with section 22050 of the Public Contract Code.

Section 4.7 – Allocation of costs between member agencies for casualty losses/liabilities:

- Change liabilities in excess of insurance payouts based on three-year average flow instead of one-year average.
- Add a section for uninsured claims and how to handle.

Section 4.9 – AB 1912 compliance:

- Add a section for how to address unfunded pension liabilities in the event of SEJPA dissolution or member agency withdrawal.

Section 6.1 – Budget Schedule:

- Insert language authorizing the SEJPA Board to adopt a one- or two-year budget.

Section 6.4 – Allocation of operations and maintenance costs between member agencies:

- Revise billing structure to use three-year average flow instead of one-year average.

Section 6.5 – SEJPA funds:

- Current language regarding Wastewater Operations and Maintenance, Water Reclamation, and Capital Improvement funds updated to allow the Board of Directors to establish other funds by resolution for future consideration of additional funds as needed.

Section 6.6 – Capital Reserve Fund:

- Add language to include other public entities on the basis of leased capacity.

Section 7.1 – Capacity Rights and Section 9.2 – Previous Agreements:

- Updated these sections to add language incorporating Del Mar leased capacity comparable to current language acknowledging that SEJPA provides the Rancho Santa Fe Community Services District leased capacity that is supplied equally from capacity of each member agency.

Section 9.5 – Del Mar Agreement:

- Added language to include the Del Mar wastewater agreement administered by SEJPA.

Section 9.6 – Recycled Water Agreements:

- Language added to include recycled water sales agreements administered by SEJPA.

Solana Beach City Staff, including the City Manager, City Attorney, City Engineer, and Finance Director evaluated the proposed changes and all relevant recommended changes and revisions have been incorporated in Attachment 2. The City Council of the City of Encinitas unanimously approved the First Restatement at its meeting on May 26, 2021.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

N/A

WORKPLAN:

N/A

OPTIONS:


- Approve Staff recommendation.
- Deny Staff recommendation and provide direction.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2021-093 approving the First Amended Restatement of Agreement Between Cardiff Sanitation District and Solana Beach Sanitation District Establishing the San Elijo Joint Powers Authority.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2021-093
2. First Amended Restatement of Agreement Between Cardiff Sanitation District and Solana Beach Sanitation District Establishing the San Elijo Joint Powers Authority (Redline)

RESOLUTION 2021-093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING THE FIRST AMENDED RESTATEMENT OF AGREEMENT BETWEEN CARDIFF SANITATION DISTRICT AND SOLANA BEACH SANITATION DISTRICT ESTABLISHING THE SAN ELIJO JOINT POWERS AUTHORITY

WHEREAS, the Cardiff Sanitation District and Solana Beach Sanitation District jointly constructed and operated a water pollution control facility, pursuant to a joint powers agreement, commonly referred to as the “Basic Agreement”; and

WHEREAS, the Basic Agreement was superseded by the “Agreement Between Cardiff Sanitation District and Solana Beach Sanitation District Establishing A Joint Powers Authority of the Operation, Maintenance, Construction, Upgrade and Expansion of a Joint Sewage System,” dated June 17, 1987; and

WHEREAS, pursuant to that agreement, the San Elijo Joint Powers Authority is a separate public entity with the power to own, operate, maintain, and upgrade the San Elijo Water Pollution Control Facility; and

WHEREAS, upon the dissolution and merger of the Solana Beach Sanitation District with the City of Solana Beach on July 1, 1990, and the dissolution and merger of the Cardiff Sanitation District with the City of Encinitas on October 18, 2001, these cities became entitled to continue to exercise the rights of the county sanitation districts in accordance with Government Code Sections 56886, 57461 and 57462, with respect to the provision of sewer service pursuant to the contracts under which the San Elijo Joint Powers Authority was created and operated; and

WHEREAS, the agreement establishing the San Elijo Joint Powers Authority was amended a number of times between 1989 and 2005; and

WHEREAS, the San Elijo Joint Powers Authority Board of Directors adopted a superseding agreement, dated June 25, 2008, titled “Restatement of Agreement Between the Cardiff Sanitation District and Solana Beach Sanitation District Establishing the San Elijo Joint Powers Authority”; and

WHEREAS, the San Elijo Joint Powers Authority Board of Directors desires to amend the June 2008 agreement to reflect current operating conditions of San Elijo Joint Powers Authority, improve purchasing and budgeting, and to recognize new legislation that impacts the agency by the adoption of the “First Amended Restatement of Agreement Between the Cardiff Sanitation District and Solana Beach Sanitation District Establishing the San Elijo Joint Powers Authority.”

NOW, THEREFORE, the City Council of the City of Solana Beach, California, does resolve as follows:

1. That the above recitations are true and correct.
2. That the City Council approves the First Amended Restatement of Agreement Between Cardiff Sanitation District and Solana Beach Sanitation District Establishing the San Elijo Joint Powers Authority.

PASSED AND ADOPTED this 14th day of July, 2021, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

**FIRST AMENDED RESTATEMENT OF
AGREEMENT BETWEEN CARDIFF SANITATION DISTRICT
AND SOLANA BEACH SANITATION DISTRICT
ESTABLISHING THE SAN ELIJO JOINT POWERS AUTHORITY**

This amended agreement is entered into this _____ day of _____, 2008, 2021 by and between the City of Encinitas, as successor to the Cardiff Sanitation District, a county sanitation district, and the City of Solana Beach, as successor to the Solana Beach Sanitation District, a county sanitation district, (hereinafter the City of Encinitas and the City of Solana Beach shall be referred to as the “**parties**” or “**Member Agencies**”), pursuant to the laws of the State of California.

RECITALS

A. The Cardiff Sanitation District and the Solana Beach Sanitation District jointly constructed and operated a water pollution control facility known as the San Elijo Water Pollution Control Facility, pursuant to a joint powers agreement, commonly referred to as the “**Basic Agreement.**”

B. The Basic Agreement was superseded by the “Agreement Between Cardiff Sanitation District and Solana Beach Sanitation District Establishing A Joint Powers Authority For The Operation, Maintenance, Construction, Upgrade and Expansion Of A Joint Sewage System,” dated June 17, 1987, (the “Joint Powers Agreement”). That ~~agreement~~Joint Powers Agreement created the San Elijo Joint Powers Authority (hereinafter “**SEJPA**”;) as a separate public entity with the power to own, operate, maintain and upgrade the San Elijo Water Pollution Control Facility. Under the terms of that agreement, SEJPA was empowered to exercise the authority of the sanitation districts to provide for the transmission, collection, treatment, disposal of sewage and wastewater, and to develop water reclamation facilities, and was vested with all of their rights, obligations, liabilities and duties.

C. Upon the dissolution and merger of the Solana Beach Sanitation District with the City of Solana Beach on July 1, 1990, and the dissolution and merger of the Cardiff Sanitation District with the City of Encinitas on October 18, 2001, these cities became entitled to continue to exercise the rights of the county sanitation districts in accordance with Government Code

Sections 56886, 57461 and 57462, with respect to the provision of sewer service pursuant to the contracts under which the San Elijo Joint Powers Authority was created and operated.

D. The ~~agreement establishing the SEJPA~~Joint Powers Agreement was amended a number of times between 1989 and ~~2005~~2008. It is the intent of the parties to supersede the June ~~1987 agreement, as so amended,~~2008 amendment to the Joint Powers Agreement by the adoption of this “First Amended Restatement of Agreement Between Cardiff Sanitation District and Solana Beach Sanitation District Establishing the San Elijo Joint Powers Authority,²²” (hereinafter the “**Agreement.**”²²”). The purpose of this amended Agreement is to ~~incorporate prior amendments into a single document,~~ update the Agreement, ~~and to clarify and supplement~~reflect changes in the ~~duties and responsibilities of SEJPA and the parties~~law and circumstances.

In consideration of these recitals and the mutual covenants contained herein, the Member Agencies agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1. For the purposes of this ~~agreement~~Agreement, the words and terms defined in this Article have the meaning established by this Article, unless from the context of the paragraph, sentence, phrase or clause in which the word or term appears it is evident that a different meaning is intended. Unless otherwise defined, the words or terms used in this ~~agreement~~Agreement shall have their customary and common meanings.

Section 1.2. “**Act**” means the Joint Exercise of Powers Act, Title 1, Division 7, Chapter 5, (commencing with Section 6500) of the California Government Code.

Section 1.3. “**Joint System**” means the San Elijo Water ~~Pollution Control Facility~~Campus, consisting of the land, the ~~sewage treatment plant~~San Elijo Water Pollution Control Facility, the Escondido Regulator Structure and the San Elijo Ocean Outfall, as well as the San Elijo Water Reclamation Facility, the Oak Crest and Lomas Santa Fe Reservoirs, Encinitas Ranch and Lomas Santa Fe Booster Pump ~~Station~~Stations and the associated recycled water distribution systems.

Section 1.4. “**Joint Facilities**” means the Joint System together with all other facilities, improvements, land and other works acquired, installed, operated, or maintained by SEJPA

pursuant to this agreement ~~and pursuant to separate contracts for the benefit of a member agency or other public agency.~~

Section 1.5. “**MGD**” means million gallons per day. Unless otherwise specified, the term MGD is used in reference to treatment capacity determined by average daily dry weather flow.

Section 1.6. “**Member Agency**” means either the City of Solana Beach, as successor to the Solana Beach Sanitation District, or the City of Encinitas, as successor to the Cardiff Sanitation District. When used in the plural, the term shall mean both cities.

Section 1.7. “**Person**” means person, corporation, partnership, joint venture, public entities, or unincorporated association of any type or nature.

Section 1.8. “~~Plant~~**SEJPA**” means the San Elijo Joint Powers Authority created by this Agreement.

Section 1.9. “**Transmission facilities**” means sewers, pipes, manholes, force mains, laterals, pump stations, meters and other improvements for the collection or transmission of sewage, wastewater or reclaimed water.

Section 1.10. “**Water Campus**” is a term used to refer generally to the San Elijo Water Pollution Control Facility and San Elijo Water Reclamation Facility, also referred to as the Joint System, and may include either the Joint System or the Joint Facilities, depending upon the context of the sentence in which the term is used.

~~Section 1.9. —“SEJPA” means the San Elijo Joint Powers Authority created by this Agreement.~~

~~Section 1.10. —“Transmission facilities” means sewers, pipes, force mains, laterals, pump stations, meters and other improvements for the collection or transmission of sewage, wastewater or reclaimed water.~~

ARTICLE 2

CREATION OF AUTHORITY/ SEJPA BOARD

Section 2.1. This Agreement is made pursuant to the Act, providing for the joint exercise of powers common to the Member Agencies. The purpose of this Agreement is to establish a single agency authorized to manage, operate, maintain and expand the Plant~~Water~~ Campus for the treatment ~~and,~~ disposal and recycling of ~~sewage or~~ wastewater, stormwater and

ground water for beneficial reuse to reduce the region's dependency on imported water, which includes treatment, storage, transmission, sale and disposal of recycled water and purified water and the necessary disposal or recycling of residual liquids and solids, and to determine the joint and separate obligations of the Member Agencies ~~concerning the transmission, treatment, disposal and reclamation of sewage and wastewater within~~for the ~~respective service territories~~fulfillment of these services and other services as directed and approved by the Member Agenciesagency's Board of Directors.

Section 2.2. The San Elijo Joint Powers Authority ("~~SEJPA~~") is hereby created. The San Elijo Joint Powers Authority is a public entity, separate and apart from the Member Agencies.

Section 2.3. Organization of the SEJPA Board

(a) ~~The~~ SEJPA shall be governed by a Board consisting of four members. Two members of the SEJPA Board shall be members of the City Council of the City of Solana Beach and two members shall be members of the City Council of the City of Encinitas. Each Member Agency may appoint an alternate to serve in the absence of a regular member of the SEJPA Board, who must also be a council member or an employee of the Member Agency.

(b) Each member of the SEJPA Board shall serve a term determined by the appointing authority. A member may serve any number of consecutive terms. A member or alternate member shall be disqualified to serve on the SEJPA Board if the member ceases to hold office on the city council of the appointing Member Agency, or in the case of an employee alternate, ceases to be an employee of the appointing Member Agency. Alternate members, if any, shall serve at the pleasure of the appointing authority. Each Member Agency shall provide written notice to SEJPA of any appointments made, and of any vacancies which may occur. However, the SEJPA Board ~~of SEJPA~~ shall have the power to determine when a vacancy exists, in accordance with Government Code Section 1770, *et seq.*, for the purposes of conducting its business and notifying the Member Agencies of the need for an appointment.

(c) Each member of the SEJPA Board may receive compensation for each day of service to the joint powers authority, as defined by resolution adopted by the SEJPA Board. The rate of compensation, total per diem and annual compensation available, and compensable services established by such resolution shall not exceed the limits set forth in Water Code Sections 20201 and 20202. Such a resolution may be effective upon its adoption, but shall in no

event have retroactive effect. It shall provide compensation of not less than the amount of \$160.00 per meeting for each regular, adjourned or special meeting of the SEJPA Board. Members shall also be reimbursed for actual and necessary expenses for travel and meetings as authorized by the SEJPA Board.

Section 2.4. Meetings of the SEJPA Board

(a) Annually, the SEJPA Board shall establish the time, date and place of its regular meetings; provided however, that the SEJPA Board shall hold at least one regular meeting every two months.

(b) All meetings of the SEJPA Board shall be noticed, called, held, and conducted in accordance with the Ralph M. Brown Act.

(c) The SEJPA Board shall keep minutes of all meetings, except for authorized closed sessions. The minutes shall be prepared as soon as practicable after each meeting of the SEJPA Board and a copy shall be delivered to each member of the Member Agencies, and to their respective city managers.

Section 2.5. Voting; Tie Votes

(a) Each member of the SEJPA Board shall have one vote. When a regular member of the SEJPA Board is absent, the regular member of the SEJPA Board of the same Member Agency shall be entitled to cast a vote on behalf of the absent member.

(b) Three members shall constitute a quorum for the transaction of business except that less than a quorum may adjourn any meeting from time to time. The existence of a quorum shall be determined based on the number of members present.

(c) The affirmative vote of three members of the SEJPA Board shall be required for any action of the SEJPA Board.

(d) Whenever, after consideration of a matter for two meetings, the SEJPA Board is unable to decide the matter because of a tie vote, the issue shall be referred to the City Councils of the Member Agencies for resolution within 45 days, except as otherwise provided in Sections 4.7 and 6 of this Agreement.

(e) The SEJPA Board may adopt, amend or repeal by-laws, rules or regulations for the conduct of its meetings and other business.

(f) The voting procedures established by this section, including the ability of one member to cast a vote on behalf of another member from the same Member Agency under the

described circumstances, shall only apply to duly noticed regular and special meetings of the SEJPA Board. The voting procedures established by this section shall not apply to any standing or ad hoc committee of SEJPA.

ARTICLE 3

OFFICERS AND EMPLOYEES OF SEJPA ~~BOARD~~

Section 3.1. Election of Officers

(a) By the second meeting of each calendar year, the SEJPA Board shall appoint a chairperson and vice-chairperson and shall establish the time and place for its regular meetings. The chairperson shall conduct and may call meetings of the SEJPA Board, adopt resolutions and ordinances, and execute contracts and other documents, and take such other actions as may be legally required or authorized by the SEJPA Board on behalf of the joint powers authority.

(b) The vice-chairperson shall act and perform all of the chairperson's duties in the absence of the chairperson.

Section 3.2. Secretary

(a) The general manager of ~~the~~ SEJPA will serve as the secretary to the Board. The Board may appoint any deputy secretaries as may be necessary or convenient. The secretary shall be responsible for preparing the minutes of the SEJPA Board, attesting to the signatures of the chairperson, vice-chairperson, or general manager on all resolutions, ordinances, contracts or other documents, and keeping all files and records of ~~the~~ SEJPA.

(b) The secretary shall cause a copy of this Agreement, and all amendments, to be filed with the Secretary of State pursuant to the Act.

(c) The secretary of ~~the~~ SEJPA is designated as the official for service of process or other documents on ~~the~~ SEJPA, and is authorized to accept service of process or other documents on behalf of ~~the~~ SEJPA, together with any deputy secretaries, if so authorized by the SEJPA Board.

Section 3.3. Treasurer; Auditor

(a) The SEJPA Board may appoint the general manager or other qualified officer, employee, or consultant of ~~the~~ SEJPA as treasurer, pursuant to the provisions of Section 6506.6 of the Act.

(b) The treasurer shall be the depository and shall have custody of all of the accounts, funds and money of ~~the~~ SEJPA from whatever source.

(c) The treasurer shall have the duties established by Sections 6505 and 6505.5 of the Act. SEJPA shall contract with a certified public accountant to perform ~~the annual audits~~ audits.

(d) Pursuant to Section 6505.1 of the Act, the treasurer shall have charge of, handle and have access to all accounts, funds and money of ~~the~~ SEJPA and all records of ~~the~~ SEJPA relating thereto. The secretary shall have charge of, handle and have access to all other records of ~~the~~ SEJPA.

(e) The SEJPA Board shall establish the amount of the official bond required of the treasurer and general manager. The premium of the bond shall be a proper charge against SEJPA. SEJPA may obtain a master bond to satisfy these requirements.

Section 3.4. General Manager

(a) The SEJPA Board shall appoint a general manager of SEJPA. The general manager will serve as the chief executive officer (CEO) and will be a qualified, registered engineer, or a qualified, registered designee of an engineering firm with experience in managing ~~sewage and~~ wastewater treatment and water reclamation facilities.

(b) The general manager shall be responsible for the administrative operations of ~~the~~ SEJPA under the direction and control of the SEJPA Board. The general manager shall be responsible for the effective functioning of ~~the~~ SEJPA and the physical facilities owned and operated by ~~the~~ SEJPA.

(c) The general manager shall have the following powers in addition to those powers necessary and proper to the effective administration of ~~the~~ SEJPA, and not by way limitation on those powers:

(1) To participate in the design of and supervise the construction of any improvements to, or expansion of, ~~the~~ SEJPA facilities authorized or contemplated by this agreement, or future improvements and expansions authorized by the Board of Directors;

(2) To the extent permitted by law, execute any contract for capital costs, costs of special services, equipment, materials, supplies, maintenance or repair that involves an expenditure by ~~the~~ SEJPA of \$50,000 or less than \$35,000; or any contract with any consultant ~~(except for consultants to perform the duties of the auditor or treasurer)~~ for services,

the cost of which is included in the ~~budget for the then-current fiscal year,~~budget and which involve an expenditure by ~~the~~ SEJPA of \$50,000 or less than \$35,000;; however, the Board of Directors must authorize contracts with consultants to perform the duties of the auditor or treasurer.

(3) To employ and approve payroll for all personnel of ~~the~~ SEJPA required for administration, maintenance and operation of the Joint Facilities and all other employees authorized by ~~the~~ SEJPA's budget or by the SEJPA Board;

(4) To expend funds of ~~the~~ SEJPA and enter into contracts, ~~not exceeding in the aggregate expenditures on behalf~~ of ~~\$75,000 of funds of the~~ SEJPA, whenever required for urgent ~~sewer~~ maintenance or repair work or in the event of any emergency to keep the Joint Facilities in operation or to restore them to operating condition. Following the exercise of this authority, the general manager shall make the report required by section 22050 of the Public Contract Code regarding the necessity of the actions taken. For the purposes of this authorization, urgent ~~sewer~~ maintenance or repair work and emergency work is that required as a result of a physical condition of ~~the Plant~~SEJPA owned infrastructure or any of the Joint Facilities which threatens the public health or safety or the environment, and requires immediate remedial action in order to avoid the threat to the public health or safety or to the environment;

(5) To approve demands for payments by ~~the~~ SEJPA of \$3550,000 or less, provided such demands are made pursuant to a valid contract to which ~~the~~ SEJPA is a party, or are demands for payment for items for which funds have been approved in the adopted SEJPA budget;

(6) To prepare and submit to the SEJPA Board, in time for revision and adoption by it prior to June 30 ~~of each year,~~ the ~~annual~~ budget for up to the ~~next~~ succeeding two fiscal year ~~referred to in(s) per~~ Section 6.1;

(7) To apply for all permits, licenses, or approvals necessary for operation of the Joint Facilities from any local, state or federal government or agency with jurisdiction over the facilities of ~~the~~ SEJPA, and to file all reports required by any local, state or federal government or agency with jurisdiction over the facilities of ~~the~~ SEJPA, unless otherwise directed to the contrary by the SEJPA Board; and

(8) Generally, to supervise the acquisition, construction, management, maintenance and operation of the Joint Facilities.

(9) To process, investigate, respond to and resolve claims filed against SEJPA, and to settle claims in amounts not exceeding \$50,000 (or the maximum amount authorized pursuant to Government Code section 935.4), provided that the SEJPA Board may, by resolution, reduce the settlement authority of the general manager.

(d) The general manager shall perform such other duties as may be delegated by the SEJPA Board, and shall report to the SEJPA Board at such times and concerning such matters as the SEJPA Board may require.

(e) The general manager shall on an ongoing basis inform the city manager of each party of the operation of ~~the~~ SEJPA and of the decisions of the general manager in operating and administering ~~the~~ SEJPA which affect the Member Agencies.

Section 3.5. General Counsel

(a) The SEJPA Board shall appoint General Counsel of SEJPA on such terms and conditions as it may see fit. General Counsel shall be a person or firm with experience with public law and the operations of utilities.

(b) General Counsel shall advise SEJPA officials in all legal matters pertaining to SEJPA business. General Counsel shall frame all ordinances and resolutions required by the Board. General Counsel shall perform other legal services as required from time to time by the Board. Notwithstanding the foregoing, the SEJPA Board may also retain Special Counsel, as needed.

Section 3.6. Other Employees and Consultants

(a) The SEJPA Board shall have the power to appoint and employ such other employees, consultants, advisers and independent contractors as may be necessary for the purposes of this Agreement.

(b) Except as expressly approved by the SEJPA Board, none of the officers, agents, or employees directly employed by the SEJPA Board shall be deemed, by reason of their employment by ~~the~~ SEJPA to be employed by either Member Agency, or by reason of their employment by ~~the~~ SEJPA to be subject to any of the requirements of either Member Agency.

ARTICLE 4

POWERS

Section 4.1. ~~The~~ SEJPA shall exercise, in a manner provided in this agreement, the powers common to each of the county sanitation districts organized under Health & Safety Code section 4700, *et seq.* (which created this joint powers authority) as necessary to ~~the accomplishment of~~ accomplish the purposes of this Agreement.

As provided in the Act, SEJPA shall be a public entity separate from the Member Agencies. ~~The~~ SEJPA shall have the power to finance, acquire, construct, manage, maintain and operate the Joint Facilities.

In exercising its powers hereunder, ~~the~~ SEJPA shall use its best efforts to maximize water reclamation, storm water capture and reuse, beneficial use of biogas and re-use of biosolids.

Section 4.2. ~~The~~ SEJPA shall have the authority to finance, construct, acquire, manage, operate and maintain any improvements or facilities necessary to upgrade the Joint Facilities.

Section 4.3. ~~The~~ SEJPA shall have the authority to finance, construct, acquire, manage, operate and maintain any improvements or facilities necessary to expand the treatment capacity of the Plant Joint System in order to provide wastewater, stormwater, water reuse treatment capacity necessary to serve the continuing needs of the property within areas served by the Member Agencies and such other territories as it may, by contract or otherwise, be authorized to serve.

Section 4.4. ~~The~~ SEJPA is, in its own name, authorized to do all acts necessary for the exercise of the foregoing powers, including, but not limited to, any or all of the following:

- (a) To make and enter into contracts.
- (b) To employ agents, employees, advisors, consultants and independent contractors.
- (c) To acquire, construct, manage, maintain or operate any buildings, works, or improvements.
- (d) To acquire, hold or dispose of property.
- (e) To sue and be sued in its own name.

(f) To incur debts, liabilities or obligations, provided that no debt, liability or obligation shall constitute a debt, liability or obligation of either Member Agency, except to the extent required by law.

(g) To apply for, accept, receive and disburse grants, loans and other aid from any agency of the United States of America or of the State of California.

(h) To purchase insurance, including, but not limited to, general liability, property, pollution and worker's compensation insurance.

(i) To invest any money in the treasury pursuant to Section 6505.5 of the Act that is not required for the immediate necessities of ~~the~~ SEJPA, as ~~the~~ SEJPA determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the Government Code of the State.

(j) To carry out and enforce all the provisions of this Agreement.

(k) To act as lead agency for purposes of the California Environmental Quality Act with regard to any upgrade or expansion of the Joint Facilities.

(l) To establish charges and fees for sewage treatment and other services provided by ~~the~~ SEJPA.

Section 4.5. ~~The~~ SEJPA shall have the power to issue revenue bonds under the Act, commencing with Section 6540, the Revenue Bond Act of 1941, commencing with Section 51300 of the Government Code, the Mello-Roos Community Facilities Act, commencing with Government Code Section 53330, or other provisions of law applicable to joint powers authorities, or to finance Joint Facilities expansion or upgrade by any other revenue-based financing method which either Member Agency is authorized to use.

Section 4.6. ~~The~~ SEJPA is authorized to charge to each Member Agency its proportionate or contracted share of the maintenance, operation, financing, construction, acquisition or expansion of the Joint Facilities, or the debt service on any revenue bonds. The Member Agencies agree to levy within their respective service areas service, stand-by, annexation, connection and other fees and charges as authorized by law as may be necessary to pay the charges established by ~~the~~ SEJPA.

Section 4.7. All casualty losses resulting from claims for damages or litigation, and all related attorneys' fees, investigative fees, and other expenses, shall be deemed included within the operation and maintenance expenses of the Joint Facilities and shall be processed,

investigated, and resolved by SEJPA. SEJPA shall bill, and the Member Agencies shall pay for such casualty losses and related expenses in proportion to their average daily flow in the Joint System for the prior three calendar years as part of their regular operation and maintenance expense payments pursuant to Sections 6.7 and 6.8 of this Agreement, unless said loss or expense is solely the result of actions by one member agency, in which case that member agency shall be solely responsible for payment of loss or expense.

Section 4.8. The powers of ~~the~~ SEJPA shall be exercised in the manner provided in the Act, in the applicable revenue bond laws, in the Federal Water Pollution Control Act, and in the Porter-Cologne Water Quality Control Act; and, except for those powers set forth in any Bond Law and in Article 2 of the Act, as the same now reads or may be hereafter amended, shall be subject, to the extent required by Section 6509 of the Act, to the restrictions upon the manner of exercising such powers that are imposed upon County Sanitation Districts in the exercise of similar powers.

Section 4.9. Unless otherwise specified by resolution of the Member Agency passed in connection with the issuance of bonds or other financing methods for the financing or refinancing of improvements, the debts, liabilities and obligations of ~~the~~ SEJPA shall not be the debts, liabilities and obligations of either Member Agency, except as may be specifically provided for in California Government Code Section 895.2, as amended or supplemented, and as required by Government Code Section 6508.1 and set forth in this section.

(a) Member Agency Liabilities under Government Code Section 895.2. The parties further agree as follows: (i) pursuant to California Government Code Section 895.4, in the event the parties, or either of them, are held liable for the acts or omissions of SEJPA caused by a negligent or wrongful act or omission occurring in the performance of this Agreement; or (ii) in the case of any other liability incurred by SEJPA during the course of its existence to a third party, other than the public pension liabilities addressed in subsection (b); then, with respect to (i) and (ii) the parties shall discharge any such liability from payments to be made to SEJPA by each of the parties in proportion to each party's contribution to SEJPA's facility or facilities to which the liability is or is alleged to be attributable, unless otherwise agreed; provided (A) the foregoing contribution from the Member Agencies shall be required only to the extent SEJPA does not have insurance coverage for such liability. SEJPA insurance ~~would~~ will be primary and noncontributory by endorsement. Each Member Agency shall indemnify, defend and hold

harmless the other Member Agency from any such liability in excess of its proportionate share. Whether or not insurance coverage is available, the Authority shall be responsible, in the first instance, for responding to any claims or actions brought against it, and/or against one or both of the Member Agencies, on behalf of itself, and the Member Agencies involved, which shall fully cooperate with SEJPA in its defense of such claims or actions. The cooperation of the parties involved shall also include, upon the request of SEJPA, providing financial support during its defense of any claim or action under this subparagraph. Upon the final disposition of any claim or action to which this subparagraph applies, each Member Agency shall indemnify, defend and hold harmless the other Member Agency from any such liability in excess of its proportionate shares. All SEJPA shall use best efforts to ensure that all its insurance policies will name the Member Agencies and their respective officials, officers, employees and agents as additional insureds by blanket endorsement unless such coverage is commercially unavailable.

(b) Liability for Public Retirement System Costs (increased PERS, Unfunded “UAL” liability and OPEB (retiree) costs). In the event of withdrawal of either Member Agency or the dissolution, cessation of operations, or termination of participation in a public retirement system of or by SEJPA, unless otherwise unanimously agreed, each member agency shall assume responsibility for its share of any unfunded public retirement system liability. Each Member Agency shall negotiate in good faith to enter into a contract with the board of the public retirement system to fund its share of unfunded public retirement system liability annual obligations by: (i) making annual contributions; or (ii) making a lump-sum payment; or (iii) providing for payment by any other actuarially sound payment method. Each Member Agency agrees to defend and indemnify the other, and SEJPA, against any claim that it has not timely met its legally required notice or funding obligations in the manner agreed upon herein, including the cost of any arbitration resulting from a dispute arising under Government Code §§ 6508.2 or 20575.

(c) Notice to Public Retirement System. Prior to filing any notice of termination to a public retirement system or a decision to dissolve SEJPA, cease its operations, SEJPA shall provide a copy of this agreement to the public retirement system or systems in which SEJPA participates, as required by Government Code section 6508.2. In addition, upon approval of this amended Agreement, SEJPA shall provide a copy to the public retirement system or systems in which SEJPA participates, as required by Government Code section 6508.2

Section 4.10. ~~The~~ SEJPA is hereby designated lead agency for the purposes of the California Environmental Quality Act as it applies to all undertakings for expansion or upgrade of the Joint Facilities, unless otherwise agreed by the Member Agencies.

Section 4.11. ~~The~~ SEJPA may allow either Member Agency to conduct temporary operations, provided that: (1) such Member Agency agrees to defend, indemnify and hold harmless both ~~the~~ SEJPA and the other Member Agency against any costs, damages, or liabilities arising out of such operations involving the Joint Facilities; and (2) SEJPA determines that such use will not be injurious to, nor interfere with the lawful operation of the Joint Facilities; and (3) the Member Agency bears any and all costs which SEJPA may incur which arise out of such operations. The Board of SEJPA may authorize the general manager to permit such operations on such terms and conditions as it may specify.

ARTICLE 5

METHODS OF PROCEDURE: CAPITAL COSTS

Section 5.1. The Member Agencies previously conveyed their respective property interests in the ~~Plant~~Joint System to ~~the~~ SEJPA, together with rights of access over, across, and through any real property owned by the Member Agencies necessary for the operation of the ~~Plant~~Joint Facilities. All real or personal property, facilities, improvements, fixtures or other property interests necessary for operation, maintenance, upgrade, or expansions of the Joint Facilities shall be acquired in the name of ~~the~~ SEJPA.

Section 5.2. The Member Agencies previously transferred all records, accounts, funds and money relating to the Joint Facilities to SEJPA.

Section 5.3. ~~The~~ SEJPA is responsible for operation and maintenance of the Joint Facilities. Either Member Agency may contract with ~~the~~ SEJPA to perform operation and maintenance of the transmission and collection systems, or other non-Joint Facilities of the Member Agency, provided that all costs and liabilities incurred by SEJPA, its employees, officers or agents, arising out of SEJPA's operation or maintenance of such systems or facilities for one Member Agency shall be discharged by payment by such Member Agency; and further provided that such Member Agency shall defend, indemnify and hold harmless the other Member Agency from all liabilities arising out of SEJPA's operation or maintenance of such systems or facilities.

Section 5.4. ~~Work~~If work is performed by one Member Agency at the request of ~~the~~ SEJPA for ~~the~~ SEJPA, ~~the~~then SEJPA shall hold harmless, defend, and indemnify ~~said~~the Member Agency performing the work.

Section 5.5. SEJPA may undertake all steps and procedures necessary to plan, finance, construct and operate any upgrade or expansion of the Joint Facilities, as approved by the SEJPA Board, including, but not limited to, preparation of plans and specifications; acquisition of permits, licenses, rights-of-way and land, construction, issuance of bonds, acceptance of grants and any other activity necessary or convenient to the accomplishment of the project.

ARTICLE 6

BUDGET; ADMINISTRATION MAINTENANCE AND OPERATION COSTS; ~~AND OTHER COSTS AFTER COMPLETION OF CONSTRUCTION OF THE PROJECT~~

Section 6.1. The SEJPA Board shall adopt a budget for administration, maintenance and operation costs, capital costs, costs of special services, capital reserve expenses (if any) and bond interest and redemption expenses (if any) ~~at least bi-annually prior to June 30 of each year.(every two years).~~ If the SEJPA Board fails to ~~adopt~~have in place an adopted budget by June 30 of any year (i.e., the end of the agency's last fiscal year for which a budget has been adopted), SEJPA shall continue to operate using the budget approved for administration, maintenance and operation costs, bond interest and redemption expenses, and other non-discretionary spending, ~~for~~from the preceding ~~year~~budget period, and until such time as a new budget is approved. The Member Agencies shall be obligated to continue to make timely payments to SEJPA based upon ~~such prior year's~~the previously budgeted amounts until such time as a budget is approved by the SEJPA Board.

Section 6.2. ~~The~~ SEJPA shall cause to be kept accurate and correct books of account, showing in detail the capital costs, costs of special services, maintenance and operation costs, and planning and construction costs of the Joint Facilities and all financial transactions of ~~the~~ SEJPA relating to the Joint Facilities, which books of account shall correctly show any receipts and also any costs, expenses or charges paid or to be paid by all or any of the Member Agencies hereunder, and also records of the ~~sewage~~wastewater flow from each of the Member Agencies or other users, together with the strength of effluent delivered from each of the Member Agencies or other users. Said books and records shall be open to inspection at all times during normal business hours by any representative of the Member Agencies, or by any accountant or other person authorized by the Member Agencies to inspect said books or records.

Section 6.3. After adoption of ~~the annual~~a budget ~~prior to June 30 of each year,~~ pursuant to Section 6.1, ~~the~~ SEJPA shall furnish to each of the Member Agencies an estimate of the ~~total annual~~ maintenance and operation costs, capital costs, costs of special services, capital reserve expenses (if any), bond interest and redemption expenses (if any), and the proportion thereof allocated to each Member Agency for the ensuing fiscal year- periods covered by the budget.

Section 6.4. Each Member Agency, and other public entity using the ~~Plant~~Joint Facilities, shall provide facilities to meter or measure the total of all wastewater, grease, sludge, sediment, or other material discharged or delivered to the Joint Facilities, including equipment to facilitate the monitoring of the characteristics of the material so discharged by such agency. Meters or measuring devices shall be read, waste characteristics established, and the charges based thereon determined as often as required for each Member Agency to make the deposits in the maintenance and operation fund of ~~the~~ SEJPA. The allocation of maintenance and operational costs between the Member Agencies for wastewater treatment and/or disposal will be based on the average daily flows and may be also be based, in part, upon the strength of effluent delivered from each of the Member Agencies or other users, as reported to the SEJPA Board monthly, for the three calendar ~~year~~years ending prior to the beginning of each fiscal year. The methodology to be used for allocation of costs based on the effluent delivered by the Member Agencies shall be included in and adopted as part of the ~~annual~~ budget approved by the Member Agencies. Dischargers utilizing the San Elijo Ocean Outfall for disposal of flows which are not treated at the San Elijo Water Pollution Control Facility will not be charged for wastewater treatment operations, but will be required to pay for operation and maintenance of the outfall. Dischargers solely utilizing the ~~plants~~facilities' solids handling, treatment, and/or disposal, will be charged based on a case-by-case basis determined by the general manager.

Section 6.5. ~~The~~ SEJPA shall maintain a Wastewater Operation & Maintenance fund, a Water Reclamation fund, and a Capital Improvement fund. The Board of Directors may establish other funds by resolution. All monies in these funds shall be paid out for the administration, maintenance and operation costs of the Joint Facilities, upon approval of demands for payment by the general manager, or the SEJPA Board as provided in this Agreement, and in accordance with Section 6505.5 of the Act.

Section 6.6. ~~The~~ SEJPA shall establish a Capital Reserve Fund. The ~~annual~~budgeted capital reserve expenses of ~~the~~ SEJPA for each component of the Joint Facilities shall be allocated by ~~the~~ SEJPA to the Member Agencies on the basis of equal~~capacity~~ ownership, and to other public entities on the basis of leased capacity. All moneys received in payment of capital reserve expenses shall be paid out as directed by the SEJPA Board and upon approval of demands for payment by the general manager, as provided in this Agreement, and in accordance with Section 6505.5 of the Act.

Section 6.7. Each Member Agency agrees to pay ~~the~~ SEJPA its allocated share of the total estimated annual costs and expenses of ~~the~~ SEJPA in periodic payments within 30 days ~~of receipt of invoice.~~ ~~The~~ SEJPA shall submit to each Member Agency a final detailed statement of the final costs and expenses for the fiscal year, allocated in the same manner as estimated expenses were allocated, within 30 days after completion of the fiscal year end audit, whereupon final adjustments of debits and credits shall be made by ~~the~~ SEJPA. If the amount of any allocated share of any estimated item of expense due from a Member Agency was less than the final allocation of such item to the Member Agency, the Member Agency shall forthwith pay the difference to SEJPA. If the amount of any allocated share of any estimated items of expense due from Member Agency was in excess of the final allocation of such item to that Member Agency, SEJPA shall credit such excess to the appropriate account of such agency.

Section 6.8. Each Member Agency shall provide the funds required to be paid by it to ~~the~~ SEJPA under this Agreement, from any source of funds legally available for such purposes, subject only to the limitations of the Porter-Cologne Water Quality Control Act and the Federal Water Pollution Control Act.

ARTICLE 7

CAPACITY RIGHTS

Section 7.1.

(a) Based upon completion of expansion as described in the 1989 agreement between the parties, each Member Agency has a right to 50 percent of the available wastewater treatment capacity of the Plant Joint System (equal to 2.625 MGD each, as of the date of this Agreement). However, to the extent a portion of this capacity is leased to the Rancho Santa Fe Community Services District and the City of Del Mar, the parties agree that such demands shall be supplied equally from the capacity of each Member Agency. Nothing in this section shall be construed to grant any rights to the Rancho Santa Fe Community Services District or the City of Del Mar.

(b) Neither Member Agency shall issue sewer treatment commitments, availability letters, or permits totaling more than 100 percent of its allocated capacity rights. ~~The~~ SEJPA shall meter the amount of sewage wastewater from each Member Agency being treated ~~at,~~ transported, recycled or disposed of by the Plant Joint Facilities. When ~~the~~ SEJPA finds that a

Member Agency is utilizing 75 percent or more of its maximum capacity rights, SEJPA shall immediately notify the Member Agency in writing. The Member Agency shall immediately take steps to reduce its use ~~of the Plant~~ so as to be within its maximum capacity rights. If a Member Agency is unable to reduce its use of the PlantJoint Facilities, it shall either;

1. Purchase or lease capacity from the other Member Agency, at a price negotiated between the Member Agencies, if the other Member Agency has surplus or unused capacity rights; or

2. At its own expense, provide for modifications to pumping and conveyance or treatment facilities so as to accommodate its excess use of the PlantJoint Facilities.

Should any party fail to comply with the provisions of this Section, SEJPA may take any necessary action under Section 7.3 or Section 7.5.

Section 7.2. Transfers.

Either Member Agency may contract with any person, firm, association, corporation or public agency for any portion of its maximum capacity rights under this Agreement, but no such contract shall relieve the Member Agency of any of its obligations under this Agreement.

Either Member Agency may sell any portion of its maximum capacity to the other Member Agency. Upon such sale, the SEJPA Board will adjust the maximum capacity of the Member Agencies to reflect the sale.

Section 7.3. At no time shall the flow to or into the PlantJoint System from a Member Agency exceed the party's capacity rights. ~~The~~ SEJPA shall have the power to limit the sewagewastewater treatment commitments, availability letters or permits, or the sewage flowing to or into the PlantJoint System from a party to the capacity rights of that party. ~~The~~ SEJPA shall have the power to prohibit the discharge ~~to~~into the PlantJoint System of any substance in a concentration which exceeds the maximum limit that may have been established by resolution or ordinance of ~~the~~ SEJPA, or of either party, as necessary to safeguard the sewagewastewater treatment processes ~~of the Plant.~~ and to meet disposal or recycling regulatory requirements. SEJPA shall cause the combined effluent treatment of the PlantJoint System to be monitored, as well as the combined discharge, to determine whether federal and/or state discharge requirements or permit limits are being met. In addition, ~~the~~ SEJPA shall cause the effluent of each Member Agency to be monitored. If the combined effluent of the PlantJoint System, at the

point of ultimate discharge into the receiving water, fails at any time to meet all discharge requirements or permit limits, the Member Agency responsible for each violation shall be solely responsible for any fines or penalties levied or criminal sanctions imposed. In this regard, the Member Agency responsible for any such violation shall hold harmless ~~the~~ SEJPA and the non-violating Member Agency from all liability and damages, fines or penalties, incurred by them or any of them as a direct and proximate result of such violation, including, but not limited to, legal, engineering and administrative expenses, and direct or indirect damages incurred by ~~the~~ SEJPA or any non-violating Member Agency as a result of a cease and desist order, or court injunction from any state or federal agency restricting construction within the jurisdictional limits of ~~the~~ SEJPA or the Member Agency. Upon notification of any such violation, the Member Agency in violation shall take prompt, corrective action as necessary to meet said discharge requirements or permit limits.

Section 7.4. The Member Agencies agree that ~~the~~ SEJPA shall be empowered, in any case in which ~~the~~ SEJPA is a party, to a grant contract with the State of California or the United States of America, to impose to the extent permitted by law on each of the Member Agencies, the duty of compliance with all conditions in such grant contract, and each Member Agency agrees to comply with such conditions by enactment of appropriate ordinances, regulations or otherwise.

Section 7.5. Each Member Agency, as required by law, shall adopt and maintain a uniform industrial waste ordinance that will establish criteria for, and restrictions on, the nature and quality of industrial waste discharged either directly or indirectly ~~intoto~~ the ~~Plant.~~ ~~The~~ Joint Facilities. SEJPA, acting through the general manager with the approval of the SEJPA Board, shall be responsible for the design, implementation and operation of a program for inspection and monitoring all industrial waste produced in each Member Agency and discharge into the ~~Plant~~ Joint Facilities, including field inspection employees of ~~the~~ SEJPA. The industrial waste ordinance of each Member Agency will authorize field inspection employees of ~~the~~ SEJPA to act as enforcement agents of the Member Agency with power to inspect and issue notices for violations of such ordinance; provided that all actual prosecutions for violations of such ordinances (including, without limitation, levying of fines, disconnection of discharge lines, and civil and criminal court actions) shall be the exclusive responsibility of the respective parties. All costs and expenses of ~~the~~ SEJPA under this section shall be allocated by ~~the~~ SEJPA to the

parties on the basis of the actual costs incurred for each party and as a part of maintenance and operation costs provided for in Section 6.3.

Section 7.6. Each Member Agency, and any other agency using the ~~plant~~Joint Facilities, shall adopt and enforce ordinances, resolutions, rules and regulations, regulating the type and condition of sewage ~~and~~, wastewater or other discharge permitted to be discharged into the transmission facilities under the control of the Member Agency or other agency, and shall prohibit users of every kind and nature from discharging any sewage, wastewater ~~or storm water~~ which, stormwater or other materials that would be detrimental to the Joint Facilities or any part thereof. Each Member Agency, and any other agency, shall comply with all applicable laws of the United States, the State of California, or any other cityentity having jurisdiction over the collection, transmission, treatment and disposal of sewage, wastewater or ~~storm~~ waterstormwater. For the purposes of this Section, laws shall include statutes, ordinances or regulations duly adopted by a regulatory agency of the United States or the State of California.

Section 7.7. To the maximum extent practicable, no party to this Agreement shall permit excessive uncontrolled infiltration of surface or ~~storm water~~stormwater into the Joint Facilities or its transmission facilities.

Section 7.8. ~~The~~ SEJPA is hereby authorized to take any and all legal or equitable actions, including, but not limited to seeking injunctive relief or specific performance, as necessary to enforce this Agreement.

ARTICLE 8

RIGHT TO EXPAND

Section 8.1. Notwithstanding anything in this Agreement to the contrary, if ~~the~~ SEJPA fails to expand the PlantJoint System to meet the service needs of a Member Agency, either Member Agency may undertake any expansion to the Joint Facilities deemed necessary by the Member Agency to provide service within the service territory of the Member Agency. The party undertaking the expansion shall be responsible for all costs associated with such expansion and shall be entitled to all capacity resulting from the expansion.

ARTICLE 9

PREVIOUS AGREEMENTS

Section 9.1. Prior agreements between the Member Agencies shall be of no force and effect after the date of this Agreement, except insofar as it defined the rights and obligations of the parties with regard to the Joint System prior to the date of this Agreement. Such prior agreements may be used to interpret this Agreement as it pertains to the operation, maintenance and ownership of the Joint System.

Section 9.2. The Agreement between the Rancho Santa Fe Community Services District, SEJPA, and the Cardiff and Solana Beach Sanitation Districts for treatment and disposal of 0.25 MGD of sewage, as most recently amended ~~through January 3, 1991~~ on July 1, 2016, shall be administered by SEJPA on behalf of the Member Agencies.

Section 9.3. SEJPA is hereby delegated the duties and assigned the rights of the Cardiff Sanitation District and the Solana Beach Sanitation District, and either or both of them under the Agreement between Buena, Cardiff, Fairbanks Ranch, Rancho Santa Fe, Solana Beach, and Whispering Palms Sanitation Districts; regarding a Joint Sewage Collection and Transmission Operation Center dated November 17, 1981.

Section 9.4. ~~The~~ SEJPA shall administer the San Elijo Ocean Outfall Agreement dated October 4, 2000, and as amended from time to time, between ~~the~~ SEJPA and the City of Escondido.

Section 9.5. The Agreement between the City of Del Mar and SEJPA for wastewater treatment and disposal or recycling of 0.60 MGD of wastewater dated July 1, 2014, and as amended from time to time, shall be administered by SEJPA on behalf of the Member Agencies.

Section 9.6. The recycled water agreements between SEJPA and San Dieguito Water District, Santa Fe Irrigation District, City of Del Mar, Olivenhain Municipal Water District, Encinitas Ranch Golf Authority which have been executed and subsequently amended from time to time, shall be administered by SEJPA on behalf of the Member Agencies.

ARTICLE 10

OBLIGATION FOR TRANSMISSION SYSTEM

Section 10.1. Each Member Agency shall be responsible for the maintenance, operation, expansion and installation of all transmission facilities located within the service territory of the Member Agency. A Member Agency may delegate this responsibility to ~~the~~ SEJPA; provided, however, that the Member Agency shall remain responsible for all costs and liabilities arising out of the assumption of this responsibility by SEJPA.

Section 10.2. The Member Agencies shall share the maintenance and operating costs of any transmission facility, not part of the Joint Facilities, used jointly by both parties, in proportion to the actual use by the respective parties.

Section 10.3. Meters used to measure the flow from a Member Agency to the Joint Facilities shall be operated and maintained as part of the Joint Facilities.

ARTICLE 11

RECLAIMED WATER AND OTHER BY-PRODUCTS

Section 11.1. All ~~water (wastewater, ground water, reclaimed water, stormwater, or other),~~ biosolids and other by-products of the Joint Facilities operation shall be the property of ~~the~~ SEJPA.

Section 11.2. ~~The~~ SEJPA may sell any ~~reclaimed~~recycled water, purified water, stormwater, groundwater, biosolids other byproducts of the Joint ~~System~~Facilities.

Section 11.3. Before selling ~~reclaimed~~recycled water, purified water, stormwater, groundwater, biosolids or other byproduct to any person other than a Member Agency, ~~the~~ SEJPA shall offer the product to the Member Agencies. The Member Agencies shall have 60 days to accept the offer.

ARTICLE 12

TERMINATION

Section 12.1. This Agreement shall continue until terminated by an agreement executed by the parties, such agreement being authorized by a four-fifths vote of the governing body of each Member Agency. Such agreement shall provide for the disposition of the assets and liabilities of SEJPA.

Section 12.2. Notwithstanding section 12.1, either Member Agency may terminate this Agreement by giving the other party not less than 12 months written notice of its intent to withdraw from SEJPA. In such event, the withdrawing party shall remain liable for payment of its pro rata share of any debts or legal obligations of ~~the~~ SEJPA which are outstanding at the time of withdrawal, including but not limited to obligations to repay any loan, grant or other indebtedness incurred for the purpose of developing or constructing any wastewater or water recycling facility. The withdrawing party shall also be responsible for any and all costs or expenses of the non-withdrawing party incurred as a result of the termination, such as the costs of permit modifications to maintain Joint Facilities' operations or obtaining lenders' consents to modify obligees on outstanding grants, leases or loans. The withdrawing party may transfer its interests in the assets of SEJPA to any other public agency with authority to operate a wastewater and water recycling facility, provided that: (1) the non-withdrawing party shall have a right of first refusal ~~to~~ acquire the assets of the withdrawing party on terms and conditions no less favorable than those on which the withdrawing party is transferring the assets to another public agency; and (2) the transferee shall either have no right to manage or govern the operations of the wastewater or water recycling facilities (i.e., the non-withdrawing party shall have sole right and responsibility for management and governance of the operations of the Joint Facilities) following the transfer, or the terms and conditions of the transfer affecting the operations of the Joint Facilities (~~including~~ the transferee's proposed governance rights, if any) shall be acceptable to and approved by the non-withdrawing party. The non-withdrawing party shall have a reasonable period of time to exercise its rights under this paragraph.

ARTICLE 13

MISCELLANEOUS PROVISIONS

Section 13.1. Notices required to be given to any party under this agreement shall be delivered either personally or by first class mail, postage pre-paid, addressed as follows:

City of Solana Beach	City of Encinitas
City Manager	City Manager
635 S. Highway 101	505 S Vulcan Ave
Solana Beach, California 92075	Encinitas, California 92024

provided that either party may give notice, in writing, of a different address to which notices shall be given in the future.

Section 13.2. Each party to this Agreement shall, to the maximum extent feasible, prohibit the Joint Facilities from being used for any purpose other than the treatment, disposal or reclamation of wastewater, groundwater or stormwater, unless such other use is lawful and mutually agreed to by the parties to this Agreement, in writing, to be in their best interests.

In the event that any portion of the Joint Facilities is used for such other purposes, any lease payments, rents, or other income derived from such use shall inure to the benefit of ~~the~~ SEJPA.

Section 13.3. Time is of the essence in this agreement.

Section 13.4. Whenever this Agreement requires consent or approval, such consent or approval shall not be unreasonably withheld.

Section 13.5. This Agreement shall be governed by the laws of the State of California.

Section 13.6. This Agreement may be amended at any time, or from time to time, except as limited by contract with the holders of bonds issued by ~~the~~ SEJPA, or by applicable regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by all the parties, either as required in order to carry out any of the provisions of this Agreement or for any other purpose, including, without limitation, adjustment of capacity rights or addition of new parties (including any legal entities or taxing areas heretofore or hereafter created) in pursuance of the purposes of this Agreement.

Section 13.7. Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 13.8. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Member Agencies. No party may assign any right or obligation hereunder without the written consent of the other Member Agencies.

Section 13.9. Either Member Agency may amend or modify its service territory at any time, provided however, that no modification shall alter the capacity rights of a Member Agency or include the service territory of the other Member Agency without the consent of the other Member Agency and an amendment to this Agreement.

IN WITNESS WHEREOF, the parties hereto have, by resolution, caused this Agreement to be executed on the day and year set opposite the name of each of the parties.

City of Solana Beach, as successor to the
SOLANA BEACH SANITATION DISTRICT

DATED: _____

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney

City of Encinitas, as successor to the
CARDIFF SANITATION DISTRICT

DATED: _____

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 14, 2021
ORIGINATING DEPT: City Manager/Human Resources
SUBJECT: **Council Consideration of Resolution 2021-096 Adopting Fiscal Year 2021/2022 Salary, Classification and Compensation Plans for the Non-Represented (Executive Management, Mid-Management, Management and Confidential) Employees, the Solana Beach Miscellaneous Unit (SBEA-MISC.), the Marine Safety Unit (SBEA-MSU), the Solana Beach Firefighters Association (SBFA), City Manager, Part-Time/Seasonal/Temporary Employees, and Elected Officials, and Resolution 2021-097 Adopting the Memorandum of Understandings for SBEA-MISC. and SBEA-MSU, and Updating the Public Works Operations Manager and Supervisor Job Descriptions.**

BACKGROUND:

In accordance with the City's Personnel Rules and Regulations, Section 8.10, the City Council authorizes and approves all salary and benefit plans for employees and establishes salary ranges pursuant to the recommendation of the City Manager. Salary and benefits for non-represented employees (confidential, management and seasonal/part-time employees) are included in the Salary and Compensation Plan approved by the City Council each fiscal year. The City Council must approve a Salary and Compensation Plan for all employees to coincide with fiscal appropriations of a new fiscal year and new budget. Subsequent revisions to the adopted Salary and Compensation Plan will be recommended by the City Manager pursuant to City Personnel Rules and approved by the City Council.

The Memoranda of Understanding (MOU) covering three-year terms beginning on July 1, 2017, with both the Solana Beach Employee Association Miscellaneous Unit (SBEA-MISC.) and the Solana Beach Employee Association Marine Safety Unit (SBEA-MSU) expired on June 30, 2020. However, due to the unforeseen COVID-19 pandemic and the state of emergency, both the members of SBEA-MISC. Unit and the SBEA-MSU voluntarily proposed and offered to extend the terms of their respective MOUs (with no salary or health benefit increases) for an additional year, until June 30, 2021. The City greatly appreciated this gesture by both employee groups and accepted both proposals.

CITY COUNCIL ACTION:

Additionally, the Solana Beach Firefighters' Association (SBFA) is currently in a four (4) year MOU with the City from July 1, 2018, to June 30, 2022. For FY 2020/2021, SBFA was scheduled to receive a 2% salary increase as well as a 5% increase to their health benefit (flex) credit. Due to the COVID-19 pandemic, SBFA membership also agreed to postpone these increases until January 1, 2021, without any retroactive pay for the initial six-month period. Again, the City greatly appreciated SBFAs agreement to the postponement to assist the City with navigating the unknown fiscal impacts of the pandemic.

Negotiations with SBEA-MISC. and SBEA-MSU representatives for successor MOUs began in March 2021. The City met and conferred in good faith with both groups and reached an agreement with both groups for a two-year MOU that covers FY 2021/2022, and FY 2022/2023. The proposed FY 2021/2022 Salary and Compensation Plans include the negotiated and approved 4.5% salary increase for the SBEA-MSU employees. The proposed FY 2021/2022 Salary and Compensation Plans also include the negotiated and approved 3% salary increase for the SBEA-MISC. employees, as well as a one-time non-PERSable stipend of \$1,650 per employee.

The Non-Represented Executive, Mid-Management, Management and Confidential employees will also receive a 3% salary increase in FY 2021/2022. One non-represented Confidential employee will also receive the one-time non-PERSable stipend in the amount of \$1,650. Additional increases to the Executive, Mid-Management, and Management employees may be provided at the discretion of the City Manager, based upon performance and the City Council approved budget.

The SBEA-MSU, SBEA-MISC. employees and all Non-Represented employees will also receive a 5% increase to their health benefit (flex) credit (\$1,426.00 per month) for FY 2021/2022.

The Solana Beach Fire Association – (SBFA) is currently in the middle of a four-year MOU, which covers FY 2018/2019, FY 2019/2020, FY 2020/2021, and FY 2021/2022. The proposed FY 2021/2022 Salary and Compensation Plans include the negotiated and approved 2% salary increase for the SBFA employees.

Based on the negotiated terms of the current SBFA MOU (July 1, 2018, to June 30, 2022), the SBFA employees will not receive any increase to their health benefit flex credit for FY 2021/2022.

The Part-Time/Seasonal Temporary employees' salary schedules will also be adjusted by 3% for FY 2021/2022.

New Classifications, Reclassifications and Job Description Updates:

It is the responsibility of the City Manager to consistently engage in organizational analysis of various City operations to improve efficiency and effectiveness and ensure the most economical means of conducting business is achieved. Section 2.08.070, Section D, of the Solana Beach Municipal Code (SBMC), "Powers and Duties (of City

Manager)” Administrative Reorganization of Offices, states:

It shall be the duty and responsibility of the City Manager to conduct studies and effect such administrative reorganization of offices, positions or units under the City Manager’s direction as may be indicated in the interest of efficient, effective and economical conduct of the City’s business.

Staff is recommending the following:

1. Approval of a 3% adjustment to the FY 2021/2022 Management Salary Schedule (Schedule 1), along with the addition of the Public Works Supervisor position to pay grade M-1.
2. Approval of a 3% adjustment to the FY 2021/2022 Confidential Salary Schedule (Schedule 2).
3. Approval of a 3% adjustment to the FY 2021/2022 Miscellaneous Salary Schedule (Schedule 3).
4. Approval of a 4.5% adjustment to the FY 2021/2022 Marine Safety Salary Schedule (Schedule 4).
5. Approval of a 2% adjustment to the FY 2021/2022 Fire Salary Schedule (Schedule 5).
6. Approval of a 3% adjustment to the FY 2021/2022 Part-Time/Temporary/Seasonal Salary Schedule (Schedule 6).
7. Re-activation and update of the Public Works Supervisor job description to provide growth and advancement opportunities within the City.
8. Update of the Public Works Operations Manager job description.

This item is before the City Council for consideration of Resolution 2021-096 (Attachment 1) to approve the City’s Salary and Compensation Plan (Schedules 1-6) for represented and unrepresented employees for FY 2021/2022, to approve the re-activation and update of the Public Works Supervisor position and the update to the Public Works Operations Manager job description, and to authorize the City Manager to make any future necessary changes to the City’s salary schedules to remain in compliance with applicable State and/or Federal laws.

Terms of Successor Memorandum of Understandings for SBEA-MISC. and SBEA-MSU

SBEA-MISC. Employee Group (July 1, 2021, to June 30, 2023):

Item	Fiscal Year 2021/2022	Fiscal Year 2022/2023
1. Salary Increases	<ul style="list-style-type: none"> 3% \$1,650 one-time, on-PERSable stipend 	<ul style="list-style-type: none"> 3%
2. Health Benefit Flex Credit	<ul style="list-style-type: none"> 5% 	<ul style="list-style-type: none"> 5%
3. Health Opt Out Provision	<ul style="list-style-type: none"> \$1,358 employees hired prior to July 1, 2021 \$475 employees hired on or after July 1, 2021 	
4. Additional Step	<ul style="list-style-type: none"> Added Step F to Salary Schedule 3 	
5. ICMA 457-Deferred Comp City Contribution	<ul style="list-style-type: none"> City Contribution of the lesser of 2% of annual salary or \$2,000 per year, per employee. 	
6. Restructured Vacation Leave Tiers	<ul style="list-style-type: none"> 12 – 36 completion months 3.08 hours/pay period 1 to 3 years 37 – 60 completion month 4.62 hours/pay period 3 to 5 years 61 – 120 completion months 6.461 hours/pay period 5 to 10 years 121-180 completion months 7.38 hours/pay period 10 to 15 years 181+ completion months 8.31 hours/pay period 15 or more years 	

SBEA-MSU Employee Group (July 1, 2021, to June 30, 2023):

Item	Fiscal Year 2021/2022	Fiscal Year 2022/2023
1. Salary Increases	<ul style="list-style-type: none"> 4.5% 	<ul style="list-style-type: none"> 4%
2. Health Benefit Flex Credit	<ul style="list-style-type: none"> 5% 	<ul style="list-style-type: none"> 5%
3. Health Opt Out Provision	<ul style="list-style-type: none"> \$1,358 employees hired prior to July 1, 2021 \$475 employees hired on or after July 1, 2021 	
4. Additional Step	<ul style="list-style-type: none"> Added Step F to Sergeant Classification - Salary Schedule 4 	
5. ICMA 457-Deferred Comp City Contribution	<ul style="list-style-type: none"> City Contribution of the lesser of 2% of annual salary or \$2,000 per year, per employee. 	
6. Paid Leave	<ul style="list-style-type: none"> All leave hours (with the exception of Workers Compensation and Leave Without Pay leave) will be considered hours worked. 	
7. Holiday-in-Lieu Pay	<ul style="list-style-type: none"> Increased to 152 hours Holiday-in-Lieu pay will not be calculated in employee's regular rate of pay. 	
8. Comp Time	<ul style="list-style-type: none"> Increased to 120 hours. 	
9. Uniform Allowance	<ul style="list-style-type: none"> Increased to \$600 per year. 	
10. Stand-by-Pay	<ul style="list-style-type: none"> Compensated at a minimum of 4-hours. 	

Additionally, Resolution 2021-097 (Attachment 2) is before City Council to consider approval of the Memorandum of Understandings between the City and the SBEA-MISC. Unit and the SBEA-MSU.

DISCUSSION:

The City Manager recommends approval of the FY 2021/2022 Salary & Classification Plan for the SBEA-MISC., SBEA-MSU, SBFA, Non-Represented, City Manager, and Part-Time/Seasonal/Temporary employees. Consistent with SBMC section 2.04.020, City Council members (Elected Officials) will receive health care benefits commensurate to SBEA-MISC. Similarly, the health care benefits of the City Manager correspond to SBEA-MISC. and Elected Officials, which include the following major points outlined below:

Proposed FY 2021/2022 Salary and Compensation Plans

Non-Represented Executive Management, Mid-Management, Management and Confidential (excluding City Attorney and City Manager):

1. Term of Compensation Plan: July 1, 2021, to June 30, 2022
2. A 3% salary increase is reflected in salary schedules 1 and 2, effective the first full pay period in July 2021.
3. One-time, non-PERSable stipend in the amount of \$1,650 for one Confidential employee.
4. Update and addition of the Public Works Supervisor position at pay grade M-1.
 - Executive Management, Mid-Management and Management FY 2021/2022 Salary Schedule 1 (Attachment 3)
 - Confidential Employees' FY 2021/2022 Salary Schedule 2 (Attachment 4)
5. 5% increase in health care benefits: Benefits will increase to \$1,426 per month. However, the opt-out provision was modified to include a cash-back cap of \$1,358 per month for current employees and \$475 per month for employees hired on or after July 1, 2021.
6. ICMA- Deferred Compensation – The City will contribute the lesser of 2% of annual salary or \$2,000 per year per employee for those employees enrolled in the ICMA – Deferred Compensation program.

SBEA-MISC (Miscellaneous Employees):

1. Term of Compensation Plan as indicated in the Memorandum of Understanding (MOU) effective from July 1, 2021, to June 30, 2023 (MOU Attachment 5)
2. A 3% salary increase is reflected in salary schedule 3, effective the first full pay period in July 2021.
 - Miscellaneous Employees' FY 2021/2022 Salary Schedule 3 (Attachment 6)
3. 5% increase in health care benefits: Benefits will increase to \$1,426 per month. However, the opt-out provision was modified to include a cash-back cap of \$1,358 per month for current employees and \$475 per month for employees hired on or after July 1, 2021.
4. ICMA- Deferred Compensation – The City will contribute the lesser of 2% of annual salary or \$2,000 per year per employee for those employees enrolled in the ICMA – Deferred Compensation program.

SBEA-MSU Employees (Marine Safety):

1. Term of Compensation Plan as indicated in the MOU effective from July 1, 2021, to June 30, 2023 (Attachment 7 - MOU)
2. A 4.5% salary increase is reflected in salary schedule 4, effective the first full pay period in July 2021.
 - Marine Safety Employees' FY 2021/2022 Salary Schedule 4 (Attachment 8)
5. 5% increase in health care benefits: Benefits will increase to \$1,426 per month. However, the opt-out provision was modified to include a cash-back cap of \$1,358 per month for current employees and \$475 per month for employees hired on or after July 1, 2021.
6. ICMA- Deferred Compensation – The City will contribute the lesser of 2% of annual salary or \$2,000 per year per employee for those employees enrolled in the ICMA – Deferred Compensation program.

SBFA Employees (Fire):

1. Term of Compensation Plan as indicated in the MOU effective from July 1, 2018, to June 30, 2022 (Attachment 9 - MOU)
2. A 2% salary increase is reflected in salary schedule 5, effective the first full pay period in July 2021.
 - Solana Beach Fire Association FY 2021/2022 Salary Schedule 5 (Attachment 10)
3. No increase in health care benefits: Benefits will remain at \$1,575 per month. The opt-out provision was included in the current four-year MOU and is capped at \$1,293 per month for employees prior to July 1, 2018, and at \$475 per month for employees hired on or after July 1, 2018.

City Manager and Elected Officials:

1. Term of Compensation Plan: July 1, 2021, to June 30, 2022
2. City Manager's performance evaluation is currently underway. Any changes to the City Manager's compensation will be reflected in an amendment to the City Manager's Employment Agreement and Personnel and Compensation Plan.
 - City Manager FY 2021/2022 Salary Schedule 7 (Attachment 11)
3. No Changes to the Elected Officials Salary Schedule.
 - Elected Officials FY 2021/2022 Salary Schedule 8 (Attachment 12)
4. 5% increase in health care benefits: Benefits will increase to \$1,426 per month for City Manager and Elected Officials. However, the opt-out provision was modified to include a cash-back cap of \$1,358 per month for current employees and \$475 per month for employees hired on or after July 1, 2021.

Part-Time/Temporary/Seasonal Employees:

1. Term of Compensation Plan: July 1, 2021, to June 30, 2022
2. A 3% salary increase is reflected in salary schedule 6, effective the first full pay period in July 2021.
 - Part-Time/Temporary/Seasonal Employees' FY 2021/2022 Salary Schedule 6 (Attachment 13)

Classification Updates

In August 2005, the City's Public Works Supervisor at the time retired from the City. In June 2006, due to a need for greater administrative assistance and project management, the City reclassified the Public Works Supervisor position to a Public Works Operations Manager.

Due to departmental and operational needs of the Public Works Department, and to allow for promotional opportunities, the City has updated and is renewing the City's previous Public Works Supervisor position (Attachment 14). The position will allow for more hands-on planning, organizing and first level supervision of the Public Works Staff. This position will be a Fair Labor Standards Act (FLSA) exempt position and part of the Management Salary Schedule 1 at pay grade M-1.

Additionally, in July 2020, the City's Public Works Operations Manager retired, and the position has been vacant for a year. During this time, the City has reviewed the duties and responsibilities of the Public Works Operations Manager and determined that the demands and responsibilities of the position have greatly increased. Accordingly, in order to keep up with the activities and the complex administrative requirements of the job, the City is updating the educational requirements of the position from a two-year associate degree to a four-year bachelor's degree (Attachment 15). This change will also allow for the position to be more aligned with other Public Works Operations Manager positions within San Diego County.

The City plans to recruit for both positions during Fiscal Year 2021/2022.

CEQA COMPLIANCE STATEMENT: Not a project as defined by CEQA.

FISCAL IMPACT:

The FY 2021/22 and FY 2022/23 Operating Budget, as adopted by the City Council on June 23, 2021, included appropriations for the ongoing labor group negotiations at the time of the budget report. The since finalized negotiations include increased costs and additional appropriations are needed to align the salaries, wages, and benefit expense budget with the SBEA-MSU MOU and the SBEA-MISC. MOUs.

A total additional appropriation is needed in FY 2021/22 of \$3,675, of which \$950 is allocated to the General Fund. The remaining amount of \$2,725 will be allocated to other non-General Fund funds such as Sanitation, Street Lighting, and Junior Guard/Camp Programs fund.

A total additional appropriation is needed in FY 2022/23 of \$16,550, of which \$11,570 is allocated to the General Fund. The remaining amount of \$4,980 will be allocated to the Junior Guard/Camp Programs Fund.

The Solana Beach Firefighters' Association (SBFA) is currently in the final year of a four (4) year MOU with the City from July 1, 2018, to June 30, 2022. For FY 2021/2022, the

SBFA is scheduled to receive a 2% salary increase and no increase to their flex credit and these increases totaling \$57,920 are included in the FY 2021/2022 Adopted Budget.

WORKPLAN: N/A

OPTIONS:

- Approve the FY 2021/2022 Salary, Classification and Compensation Plans as recommended by Staff.
- Do not approve the FY 2021/2022 Salary, Classification and Compensation Plans and provide alternative direction.
- Approve the MOUs between the City and SBEA-MISC. Unit, and the SBEA-MSU.
- Do not approve the MOUs between the City and SBEA-MISC. Unit, the SBEA-MSU and provide alternative direction.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution 2021-096 approving the FY 2021/2022 Salary and Compensation schedules and the updates to the Public Works Operations Manager and Public Works Supervisor positions.
2. Adopt Resolution 2021-097 approving the Memorandum of Understanding Agreements between the City and the Solana Beach Employees' Association-Miscellaneous Unit and Marine Safety Unit.
3. Approve a FY 2021/22 appropriation of \$950 to the General Fund and \$2,725 to non-General Fund funds allocated between salary and benefits as determined by the Finance Department.
4. Approve a FY 2022/23 appropriation of \$11,570 to the General Fund and \$4,980 to non-General Fund funds allocated between salary and benefits as determined by the Finance Department.
5. Authorize the City Treasurer to amend the FY 2021/2022 and FY 2022/23 Adopted Budget accordingly.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2021-096
2. Resolution 2021-097
3. FY 2021/2022 Management Salary Schedule 1
4. FY 2021/2022 Confidential Employees Salary Schedule 2
5. FY 2021/2023 SBEA-MISC. MOU
6. FY 2021/2022 Miscellaneous Employees Salary Schedule 3
7. FY 2021/2023 MSU MOU
8. FY 2021/2022 Marine Safety Salary Schedule 4
9. FY 2018/2022 SBFA MOU and FY 2021 Sideletter
10. FY 2021/2022 Fire Association Salary Schedule 5
11. FY 2021/2022 City Manager Salary Schedule
12. FY 2021/2022 Elected Officials' Salary Schedule
13. FY 2021/2022 Part-Time/Temporary/Seasonal Salary Schedule 6
14. Updated Public Works Supervisor job description
15. Updated Public Works Operations Manager job description

RESOLUTION 2021-096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING FY 2021/2022 SALARY, CLASSIFICATION AND COMPENSATION PLANS FOR ALL UNREPRESENTED AND REPRESENTED EMPLOYEES

WHEREAS, the City Council authorizes all salary and compensation plans (Section 8.10 of the City's Personnel Rules and Regulations); and

WHEREAS, the City Council must approve a salary and compensation plan for employees including executive management, mid-management, management and confidential, the Solana Beach Employees Association – Miscellaneous (SBEA-MISC), the Solana Beach Employees Association – Marine Safety Unit (SBEA-MSU), the Solana Beach Fire Association (SBFA), and the Part-Time/Seasonal/Employee groups to coincide with fiscal appropriations each fiscal year; and

WHEREAS, there is a three percent (3%) salary adjustment for all non-represented employees (executive management, mid-management, management, confidential, and part-time/seasonal/temporary) salary schedules for FY 2021/2022; and

WHEREAS, there is a three percent (3%) salary adjustment to the Solana Beach Employees Association – Miscellaneous (SBEA-MISC) salary schedule for FY 2021/2022; and

WHEREAS, there is a four and a half percent (4.5%) salary adjustment to the Solana Beach Employees Association – Marine Safety (SBEA-MSU) salary schedule for FY 2021/2022; and

WHEREAS, there is a two percent (2%) salary adjustment to the Solana Beach Fire Association (SBFA) salary schedule for FY 2021/2022; and

WHEREAS, the City Manager is authorized to make any future necessary changes to the City's salary schedules to remain in compliance with applicable State and/or Federal laws; and

WHEREAS, there is a five percent (5%) increase to the Health Benefits Flex Credit for all employees (does not include part-time/seasonal/temporary employees) for FY 2021/2022; and

WHEREAS, the Public Works Operations Manager job description has been updated; and

WHEREAS, the Public Works Supervisor classification has been renewed and updated and added to the Management Salary Schedule 1; and

WHEREAS, the City Council has reviewed and considered the City Manager's recommendations for salary and compensation plans and is prepared to adopt the FY

2021/2022 Salary, Classification and Compensation plans as recommended.

NOW, THEREFORE, the City Council of the City of Solana Beach, California, does resolve as follows:

1. That the foregoing recitations are true and correct.
2. The FY 2021/2022 Salary and Compensation Plans for represented employees, executive management, mid-management, management, confidential, City Manager, part-time/seasonal/temporary employees and elected officials are as follows:
 - A. SBEA-Miscellaneous Unit Represented Employees:
 - i. 3% salary increase and 5% increase in Health Care Benefits.
 - ii. One-time non-PERSable stipend in the amount of \$1,650
 - iii. City contribution to employees' 457 Savings Plan with an annual cap of the lesser of 2% of annual salary or \$2,000 per year.
 - B. SBEA-Marine Safety Represented Employees:
 - i. 4.5% salary increase and 5% increase in Health Care Benefits.
 - ii. City contribution to employees' 457 Savings Plan with an annual cap of the lesser of 2% of annual salary or \$2,000 per year.
 - C. SBFA Represented Employees:
 - i. 2% salary increase and no increase in Health Care Benefits.
 - D. Non-represented Employees: (Executive Management, Mid-Management and Confidential):
 - i. 3% salary increase and 5% increase in Health Care Benefits.
 - ii. One-time non-PERSable stipend for one Confidential Employee.
 - E. Part-Time/Seasonal/Temporary Employees:
 - i. 3% salary increase.
 - F. City Manager:
 - i. City Manager's performance evaluation is currently underway. Any changes to the City Manager's compensation will be reflected in an amendment to the City Manager's Employment Agreement and Personnel and Compensation Plan.
 - ii. 5% increase in Health Care Benefits.
 - G. Elected Officials:
 - i. No salary changes.
 - ii. 5% increase in Health Care Benefits.

- H. Except as identified above, the terms of the FY 2021/2022 Salary and Compensation Plans shall continue in full force and effect for all employees.
- I. Term: The FY 2021/2022 Salary and Compensation Plans shall be effective July 1, 2021, for all employees, and will remain in effect for an unspecified period of time until revised by City Council.

PASSED AND ADOPTED this 14th day of July 2021, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California, by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA CANLAS, City Attorney

ANGELA IVEY, City Clerk

RESOLUTION 2021-097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING AND ADOPTING MEMORANDUM OF UNDERSTANDINGS WITH SOLANA BEACH EMPLOYEES' ASSOCIATION – MISCELLANEOUS (SBEA-MISC) EMPLOYEE GROUP AND MARINE SAFETY UNIT (SBEA-MSU).

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

WHEREAS, the Solana Beach Employees' Association-Miscellaneous (SBEA-MISC) Employee Group is the recognized bargaining unit for the miscellaneous employees of the City of Solana Beach; and

WHEREAS, the Solana Beach Employees' Association-Marine Safety Unit (SBEA-MSU) is the recognized bargaining unit for the marine safety employees of the City of Solana Beach; and

WHEREAS, the Memorandum of Understandings (MOUs)/Side Letters between the City and SBEA-MISC. and SBEA-MSU expired on June 30, 2021; and

WHEREAS, the City and SBEA-MISC and SBEA-MSU met and conferred in good faith in an effort to reach agreement on new MOUs; and

WHEREAS, during the meet and confer process, the City and SBEA-MISC and SBEA-MSU reached an agreement for new MOUs for Fiscal Years 2021/2022 and 2022/2023; and

WHEREAS, the attached MOUs have been approved by SBEA-MISC and SBEA-MSU memberships.

NOW, THEREFORE, the City Council of the City of Solana Beach, California, does resolve as follows:

1. That the foregoing recitations are true and correct.
2. The Memorandum of Understandings between the City and employees represented by SBEA-MISC and SBEA-MSU are hereby approved and adopted.
3. That the City Council approves a FY 2021/22 appropriation of \$950 to the General Fund and \$2,725 to non-General Fund funds allocated between salary and benefits as determined by the Finance Department.

4. That the City Council approves a FY 2022/23 appropriation of \$11,570 to the General Fund and \$4,980 to non-General Fund funds allocated between salary and benefits as determined by the Finance Department.
5. That the City Council authorizes the City Treasurer to amend the FY 2021/22 and FY 2022/23 Adopted Budget accordingly.

PASSED AND ADOPTED this 14th day of July 2021 at a regular meeting of the City Council of the City of Solana Beach, California, by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

**FY 2021/2022 EXECUTIVE MANAGEMENT AND MANAGEMENT EMPLOYEES
SALARY SCHEDULE 1
JULY 2, 2021**

Pay Grade	Job Classifications	Frequency	Minimum	25th Percentile	Midpoint	75th Percentile	Maximum
M1	Management Analyst	Annual	\$62,959	\$72,403	\$81,846	\$91,290	\$100,734
	Human Resources Analyst	Monthly	\$5,247	\$6,034	\$6,821	\$7,608	\$8,394
	Recreation Supervisor	Bi-weekly	\$2,623	\$3,017	\$3,410	\$3,804	\$4,197
	Executive Assistant to City Manager/Council Public Works Supervisor	Hourly	\$30.27	\$34.81	\$39.35	\$43.89	\$48.43
M2	Deputy City Clerk	Annual	\$72,025	\$81,028	\$90,031	\$99,034	\$108,037
	Senior Human Resources Analyst	Monthly	\$6,002	\$6,752	\$7,503	\$8,253	\$9,003
	Senior Management Analyst	Bi-weekly	\$3,001	\$3,376	\$3,751	\$4,126	\$4,502
		Hourly	\$34.63	\$38.96	\$43.28	\$47.61	\$51.94
M3	Network System Engineer	Annual	\$79,227	\$89,131	\$99,034	\$108,937	\$118,841
	Senior Accountant	Monthly	\$6,602	\$7,428	\$8,253	\$9,078	\$9,903
	Senior Civil Engineer	Bi-weekly	\$3,301	\$3,714	\$4,126	\$4,539	\$4,952
	Senior Planner	Hourly	\$38.09	\$42.85	\$47.61	\$52.37	\$57.14
M4	Human Resources Manager	Annual	\$87,150	\$98,044	\$108,937	\$119,831	\$130,725
	Information Technology Manager	Monthly	\$7,262	\$8,170	\$9,078	\$9,986	\$10,894
	Principal Civil Engineer	Bi-weekly	\$3,631	\$4,085	\$4,539	\$4,993	\$5,447
	Principal Planner Public Works Operations Manager Recreation Manager	Hourly	\$41.90	\$47.14	\$52.37	\$57.61	\$62.85
M4-A	Assistant to the City Manager	Annual	\$95,865	\$107,848	\$119,831	\$131,814	\$143,797
	Finance Manager	Monthly	\$7,989	\$8,987	\$9,986	\$10,985	\$11,983
		Bi-weekly	\$3,994	\$4,494	\$4,993	\$5,492	\$5,992
		Hourly	\$46.09	\$51.85	\$57.61	\$63.37	\$69.13
M5	Fire Battalion Chief (2912 annual hours)	Annual	\$70,797	\$79,647	\$88,497	\$97,347	\$106,196
		Monthly	\$5,900	\$6,637	\$7,375	\$8,112	\$8,850
		Bi-weekly	\$2,950	\$3,319	\$3,687	\$4,056	\$4,425
		Hourly	\$34.04	\$38.29	\$42.55	\$46.80	\$51.06
M6	Marine Safety Captain	Annual	\$105,451	\$118,633	\$131,814	\$144,996	\$158,177
		Monthly	\$8,788	\$9,886	\$10,985	\$12,083	\$13,181
		Bi-weekly	\$4,394	\$4,943	\$5,492	\$6,041	\$6,591
		Hourly	\$50.70	\$57.04	\$63.37	\$69.71	\$76.05
M6-A	Fire Battalion Chief (2080 annual hours)	Annual	\$109,028	\$122,657	\$136,285	\$149,914	\$163,543
		Monthly	\$9,086	\$10,221	\$11,357	\$12,493	\$13,629
		Bi-weekly	\$4,543	\$5,111	\$5,679	\$6,246	\$6,814
		Hourly	\$52.42	\$58.97	\$65.52	\$72.07	\$78.63
M7	Deputy Fire Chief	Annual	\$111,535	\$128,265	\$144,996	\$161,726	\$178,456
		Monthly	\$9,295	\$10,689	\$12,083	\$13,477	\$14,871
		Bi-weekly	\$4,647	\$5,344	\$6,041	\$6,739	\$7,436
		Hourly	\$53.62	\$61.67	\$69.71	\$77.75	\$85.80
M8	Administrative Services Director/Assistant City Manager	Annual	\$122,689	\$141,092	\$159,495	\$177,899	\$196,302
	City Clerk	Monthly	\$10,224	\$11,758	\$13,291	\$14,825	\$16,358
	City Engineer/Public Works Director	Bi-weekly	\$5,112	\$5,879	\$6,646	\$7,412	\$8,179
	Community Development Director	Hourly	\$58.98	\$67.83	\$76.68	\$85.53	\$94.38
	Fire Chief Finance Director/City Treasurer Human Resources Director						

**CONFIDENTIAL EMPLOYEES
SALARY SCHEDULE 2
JULY 2, 2021**

			Hourly					Monthly				
Pay Grade		Job Classification	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
Confidential	91-A	Confidential Administrative Assistant	\$ 25.29	\$ 26.56	\$ 27.88	\$ 29.28	\$ 30.74	\$ 4,383.78	\$ 4,602.97	\$ 4,833.11	\$ 5,074.77	\$ 5,328.51
Confidential	92-A	Fiscal Services Specialist	\$ 25.54	\$ 26.82	\$ 28.16	\$ 29.57	\$ 31.05	\$ 4,427.62	\$ 4,649.00	\$ 4,881.45	\$ 5,125.52	\$ 5,381.79
Confidential	101-B	Administrative Assistant IV	\$ 28.78	\$ 30.22	\$ 31.73	\$ 33.32	\$ 34.99	\$ 4,989.15	\$ 5,238.61	\$ 5,500.54	\$ 5,775.56	\$ 6,064.34
		Fiscal Services Specialist II										
Confidential	111-A	Accountant	\$ 30.86	\$ 32.40	\$ 34.02	\$ 35.72	\$ 37.51	\$ 5,349.04	\$ 5,616.49	\$ 5,897.32	\$ 6,192.18	\$ 6,501.79

ATTACHMENT 4

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SOLANA BEACH
AND
THE SOLANA BEACH EMPLOYEES' ASSOCIATION
MISCELLANEOUS EMPLOYEE GROUP
JULY 1, 2021, to JUNE 30, 2023**



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOLANA BEACH AND
THE SOLANA BEACH EMPLOYEES' ASSOCIATION
MISCELLANEOUS GROUP**

JULY 1, 2021, THROUGH JUNE 30, 2023

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SOLANA BEACH
AND
THE SOLANA BEACH EMPLOYEES' ASSOCIATION
MISCELLANEOUS GROUP**

JULY 1, 2021, THROUGH JUNE 30, 2023

1. PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into pursuant to Solana Beach Resolution No. 92-52 (Employer-Employee Relations Resolution), and applicable State law between the designated management representatives of the City of Solana Beach (CITY), and the Solana Beach Employees' Association, the Recognized Employee Organization (under Solana Beach Resolution No. 92-52) for full-time and regular part-time Miscellaneous Unit employees represented herein.

This MOU is the result of good faith negotiations regarding wages, hours and other terms and conditions of employment under the provisions of the California Meyers-Milias-Brown Act. The parties to this MOU hereto have met and conferred in good faith exchanging various proposals in an attempt to reach agreement. The parties affirm their mutual commitment to the goals of effective and efficient public service, high employee morale, sound and responsible management of CITY business, and amicable employer-employee relations. The parties encourage the highest possible degree of friendly, cooperative relationships between their respective representatives at all levels and with and between all employees.

2. RECOGNITION

Pursuant to Solana Beach Resolution No. 92-52 (Employer-Employee Relations Resolution), and applicable State law, the CITY acknowledges SBEA-MISCELLANEOUS EMPLOYEE GROUP as the Recognized Employee Organization for Miscellaneous Unit employees for purposes of employer-employee relations.

Nothing in this Article is intended to amend, alter, modify, or supersede the provisions of Resolution No. 92-52, or the rights of employees thereunder, or the rights of individual employees under the provisions of the Meyers-Milias-Brown Act.

3. APPROVAL BY THE CITY COUNCIL

This MOU constitutes a mutual recommendation to be jointly submitted to the City Council for its consideration and action. It is agreed that if this memorandum is approved by the City Council, the CITY will act in a timely manner to make the changes in City ordinances, resolutions, rules, policies, and procedures necessary to implement this MOU.

Upon approval by the City Council, this MOU, along with the Solana Beach Personnel Rules and Regulations (as existing on the date of this MOU or as modified by or pursuant to this MOU), and other Policies or Directives established by the CITY (as existing on the date of this MOU or as modified by or pursuant to this MOU), will govern the wages, hours and terms and conditions of employment of the

employees represented by the SBEA-MISCELLANEOUS EMPLOYEE GROUP , subject to the provisions and limitations of Chapter 2.44 (Personnel System) of the Solana Beach Municipal Code.

4. AUTHORIZED AGENTS/REPRESENTATIVES

CITY's principal authorized agent shall be the City Manager or the City Manager's authorized designee; unless a particular officer or employee is specifically designated in connection with the performance of a specific function or obligation set forth in the MOU.

The SBEA-MISCELLANEOUS EMPLOYEE GROUP's principal authorized agent shall be its president or a duly authorized designee of the president.

5. CITY MANAGEMENT RIGHTS

The CITY retains and has the exclusive decision-making authority to manage municipal services and the work force performing those services so long as the CITY exercises such exclusive authority in conformance with the express specific terms of this MOU.

The CITY has, except as expressly and lawfully restricted by specific provisions of this MOU, the exclusive decision-making authority to:

- a) Determine and modify the organization of city government and its constituent work units.
- b) Determine the nature, standards, levels, and mode of delivery of services to be offered to the public; provided, however, should the CITY determine to change the mode of delivery of services to be offered to the public, it shall first notify SBEA-MISCELLANEOUS EMPLOYEE GROUP and if an effect on represented employees is identified, shall meet, and confer with SBEA-MISCELLANEOUS EMPLOYEE GROUP regarding the effect of such decision on represented employees.
- c) Determine the budget, to allocate funds and resources, and determine revenue sources.
- d) Determine methods, means, and the numbers and kinds of personnel by which services are to be provided.
- e) Determine whether goods or services shall be made, purchased, or contracted for; provided, however, should the CITY determine to contract out bargaining unit work, it shall first meet and confer with SBEA-MISCELLANEOUS EMPLOYEE GROUP regarding the effect of such decision on represented employees.
- f) Determine employees, including scheduling and assignment of work and overtime.
- g) Establish employee performance standards and require compliance therewith.
- h) Promote or hire employees and establish job qualifications, descriptions, and requirements.

- i) Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits or otherwise discipline employees subject to the requirements of applicable law.
- j) Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.
- k) Implement rules, regulations, and directives consistent with law and the specific provisions of this MOU.
- l) Take all necessary actions to protect the public and carry out its mission in emergencies.

6. EMPLOYEE RIGHTS

Non-discrimination: As a result of this MOU, no person shall be favored or discriminated against, by either the CITY or the SBEA-MISCELLANEOUS EMPLOYEE GROUP, to the extent provided by law because of political or religious opinions or affiliations, or because of racial or national origin, or because of age, sex, sexual orientation, or disability.

Neither CITY nor SBEA-MISCELLANEOUS EMPLOYEE GROUP shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this MOU because of the exercise of rights to engage or not engage in SBEA-MISCELLANEOUS EMPLOYEE GROUP activity or because of the exercise of any right provided to the employees by this MOU or the Meyers-Milias-Brown Act.

Individual Rights: Nothing in this MOU shall be construed as a waiver of any of the following rights of individual employees which may be exercised in compliance with applicable laws, ordinances, and rules and regulations.

- a) The right to form, join and participate in the activities of employee organizations of the employee's own choosing for the purpose of representation on matters of employer/employee relations or not to join or participate in the activities of any organization as provided in Solana Beach Resolution No. 92-52. All employees have a right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations, with respect to his or her membership or non-membership in any employee organization.
- b) Pursuant to the Meyers-Milias-Brown Act, the right to represent himself or herself individually in employer/employee relations with the CITY or to be represented through a representative designated by the employee.
- c) The right to review his or her individual personnel file at times convenient to the employee and the CITY.

Miscellaneous Employee Group Rights:

- a) CITY recognizes the right of SBEA-MISCELLANEOUS EMPLOYEE GROUP to govern its internal affairs.

- b) The CITY shall provide bulletin boards to be placed in CITY offices at a place convenient to SBEA-MISCELLANEOUS EMPLOYEE GROUP and approved by the City Manager for the use of SBEA-MISCELLANEOUS EMPLOYEE GROUP. Material placed on the bulletin board shall be at the discretion of SBEA-MISCELLANEOUS EMPLOYEE GROUP. SBEA-MISCELLANEOUS EMPLOYEE GROUP agrees not to post any literature that is offensive, defamatory or violates the rights of employees to a workplace free of discrimination or harassment.
- c) SBEA-MISCELLANEOUS EMPLOYEE GROUP may, with the prior approval of the City Manager, use CITY facilities for off-duty meetings of SBEA-MISCELLANEOUS EMPLOYEE GROUP members. Use by SBEA-MISCELLANEOUS EMPLOYEE GROUP of CITY equipment and supplies other than items normally used in business meetings such as desks, chairs, blackboards, and dry boards, despite the presence of such equipment and supplies, is prohibited.
- d) The representatives of SBEA-MISCELLANEOUS EMPLOYEE GROUP shall have reasonable access to the members of SBEA-MISCELLANEOUS EMPLOYEE GROUP for the purposes of providing representation and consultation. The access shall be subject to approval by the City Manager and shall not interfere with the convenient operation of the CITY's Departments. Access by personal visit to CITY offices shall be subject to reasonable prior notice to the City Manager.
- e) A representative of SBEA-MISCELLANEOUS EMPLOYEE GROUP shall be allowed to be present at the request of any employee at any meeting with management involving a grievance, at appeals of employee performance evaluations, and at any pre-disciplinary or disciplinary meetings.
- f) The CITY agrees to provide reasonable time off, without loss of pay, during scheduled work hours for up to two (2) representatives of SBEA-MISCELLANEOUS EMPLOYEE GROUP when said representatives are meeting and conferring on matters within the scope of representation.
- g) SBEA-MISCELLANEOUS EMPLOYEE GROUP may designate one employee representative to assist an employee in preparing and presenting materials for disciplinary or grievance procedures. The employee's representative so designated shall be allowed reasonable release time from regularly scheduled duties for the purpose of investigating and preparing materials for such procedures. Supervisors shall be given at least one day prior written notice in the event release time is requested, unless the supervisor agrees otherwise. Employee representatives, who investigate, prepare, or present materials during off-duty time shall do so on their own time. Employee representatives and employees who attend personnel hearings during the off-duty time shall do so on their time; providing, however, that off-duty employees who are ordered or subpoenaed to attend such hearings shall be compensated in accordance with the overtime provisions of this MOU.
- h) A designated employee representative requesting time off under this Article shall direct such request to the City Manager in writing within a reasonable time prior to the date requested, in order to assure that the department meets its staff needs and to assure sufficient coverage of departmental assignments. The City Manager shall respond to the request as soon as feasible, but not later than the end of business on the next business day following the request. If the City Manager does not respond to the request, the Department Head of the affected department may grant the release time. If the City Manager or Department Head cannot grant the release

time because of workload or other scheduling reasons, the City Manager or Department Head shall give notice to the employee of a date or dates when the release time will be provided.

7. FULL UNDERSTANDING, MODIFICATION, WAIVER

It is the intent of the parties that this MOU set forth the full and entire understanding of matters agreed to upon conclusion of meet and confer sessions which resulted in this MOU. Any other matters, not contained herein, which were addressed during the course of the meet and confer process resulting in this MOU, are superseded, and terminated in their entirety. Any understanding or agreement not contained herein, whether formal or informal, which occurred during the course of meet and confer sessions, resulting in this MOU, are terminated, or superseded in their entirety. Any amendment to the provisions of this MOU shall not be effective unless made in writing executed by the parties.

It is the intent of the parties that this MOU be administered in its entirety in good faith during its full term. It is recognized that if during such term it is necessary for the CITY to propose changes in matters within the scope of representation not contained in this memorandum, the CITY shall notify SBEA-MISCELLANEOUS EMPLOYEE GROUP, indicating the proposed change prior to its implementation. If SBEA-MISCELLANEOUS EMPLOYEE GROUP wishes to consult or meet and confer with the CITY regarding the matter, SBEA-MISCELLANEOUS EMPLOYEE GROUP shall notify the CITY within ten (10) working days from the receipt of such notice. Upon receipt of such notice, the parties shall meet promptly in an earnest effort to reach a mutually satisfactory resolution of any problem arising as a result of the change instituted by the CITY.

Nothing herein shall limit the authority to the CITY to make changes required during emergencies. However, the CITY shall notify SBEA-MISCELLANEOUS EMPLOYEE GROUP of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of emergency. "Emergency" shall be defined as an unforeseen circumstance requiring immediate implementation of the change.

Failure by the SBEA-MISCELLANEOUS EMPLOYEE GROUP to request consultation or negotiations pursuant to this Article shall not be deemed as approval of any action taken by the CITY, but only as a waiver of the right to consult and meet and confer.

The consent to, or waiver of, any breach, provision, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all the provisions of this MOU, nor a consent, or waiver of, any future breach, provision, or condition, unless otherwise expressly stated to the contrary in writing.

8. PEACEFUL PERFORMANCE OF CITY SERVICES

No Strike - During the life of this MOU, neither the employees nor any employee's agents or representatives will instigate, promote, sponsor, engage in, or condone any strike (including sympathy strike), slowdown, concerted stoppage of work, sickouts, or any other intentional disruption of the operations of the CITY, regardless of the reason for so doing.

Penalty - Any employee engaging in activity prohibited by "No Strike" under this Article, or who instigates or gives leadership to such activity, shall be subject to disciplinary action.

No Lockout - During the term of this MOU, the CITY will not instigate a lockout over a dispute with the employees so long as there is no breach of "No Strike" under this Article.

Association Official Responsibility - Each employee or other person who holds the position of officer of the Recognized Employee Organization occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article; therefore, such employees or other persons agree to inform its members of their obligations under "No Strike" of this Article, and to inform them of the penalty for failure to comply.

Enforcement - In the event the CITY is required to enforce the provisions of the Article "Peaceful Performance of CITY Services" by court action, or in the event that SBEA-MISCELLANEOUS EMPLOYEE GROUP is required to enforce the provisions of said Article by court action, an injunction may be issued.

9. PRIOR AGREEMENTS

The provisions of this MOU shall supersede and replace the provisions of the Memorandum of Understanding last executed between SBEA-MISCELLANEOUS EMPLOYEE GROUP and the CITY.

The benefits and other terms and conditions of employment provided pursuant to the CITY's Personnel Rules and Regulations shall continue to apply except to the extent modified by this MOU.

10. NEGOTIATIONS FOR A SUCCESSOR AGREEMENT

The parties agree that negotiations for a successor Memorandum of Understanding shall begin by the submission by either party of a proposal or a written notice of intent to bargain not later than February 1 of the final year of the MOU. If a proposal or notice of intent to bargain is submitted, meeting and conferring sessions shall begin and shall continue until agreement is reached or until an inability to reach agreement (impasse) is declared. The parties agree to use their best efforts to conclude meet and confer sessions before May 31 of the final year of the MOU. If neither party submits at least a notice of intent to bargain, all conditions of this MOU shall continue in full force and effect for one year from the date it otherwise would have terminated.

11. RULES AND REGULATIONS

The City of Solana Beach Personnel Rules and Regulations shall remain in full force and effect during the term of this MOU subject only to the provisions of this MOU and to the amendments necessary to implement the terms of this MOU. During the term of this MOU, any amendments proposed by CITY Management to the City of Solana Beach Personnel Rules and Regulations pursuant to the rights reserved to the CITY under this MOU shall be made after providing notice and an opportunity for input to the designated representatives of SBEA-MISCELLANEOUS EMPLOYEE GROUP.

12. HOURS OF WORK

Hours of work and work schedules shall be determined according to the City Personnel Rules and Regulations.

13. SALARY ADJUSTMENT

The parties jointly agree that the following salary increase shall be applicable for the term of this MOU for all SBEA-MISCELLANEOUS EMPLOYEE GROUP classifications as specified on the salary schedule in Appendix B:

- a) Effective the first full pay period in July 2021: three percent (3%) salary increase for employees represented by SBEA-MISCELLANEOUS EMPLOYEE GROUP.
- b) Effective first full pay period in July 2021: One-time non-PERSable stipend in the amount of \$1,650 for employees represented by SBEA-MISCELLANEOUS EMPLOYEE GROUP.
- c) Effective the first full pay period in July 2022: three percent (3%) salary increase for employees represented by SBEA-MISCELLANEOUS EMPLOYEE GROUP.
- d) **Additional Salary Adjustments**: Effective the first full pay period in July 2021, an additional step (STEP F) will be added to the SBEA-MISCELLANEOUS EMPLOYEE GROUP Salary Schedule 3.

Pay increases resulting from employee-employer negotiations will become effective on the specific date negotiated between the CITY and SBEA-MISCELLANEOUS EMPLOYEE GROUP. Increases in salary resulting from merit increases will become effective on the employee's anniversary date, as approved by the City Manager in accordance with the City of Solana Beach Personnel Rules and Regulations.

The proposed salary schedule implementing this Article is attached as Appendix B to this MOU.

14. CAFETERIA BENEFIT PLAN

All regular employees in the SBEA-MISCELLANEOUS EMPLOYEE GROUP shall be entitled to receive health, dental and vision insurance in accordance with the group insurance policies acquired by the CITY.

The CITY will contribute the following to each full-time employee for the purchase of medical, dental and vision insurance options offered through the City's Flexible Benefit Cafeteria Plan:

- a) Effective July 1, 2021, through June 30, 2022, the CITY will contribute a monthly health insurance allowance up to a maximum of \$1,426 per month, per full-time employee, toward the medical, dental, and vision insurance options offered through the CITY's Flexible Benefit Plan.
- b) Effective July 1, 2022, through June 30, 2023, the City will increase the maximum monthly health insurance allowance by 5% from \$1,426 to a maximum of up to \$1,497 per month, per full-time employee, toward the medical, dental, and vision insurance options offered through the CITY's Flexible Benefit Plan.
- c) All previous terms apply.
- d) Contributions for Part-Time SBEA-Miscellaneous Employees will be prorated at a rate that is representative of their part-time status (e.g. 50% or 75%)

Opt-Out/Cash Back Provisions:

Employees hired prior to July 1, 2021:

- 1) Employees who do not enroll in the medical, dental or vision insurance plans provided by the City (“optout”) will receive \$1,358 cash back per month. Employees who opt-out of plans provided by the City must provide proof of other “minimum essential group medical insurance coverage” to the Human Resources Department, as set forth below.
- 2) Employees who either: a) Do not enroll in the medical insurance plan provided by the City and enroll in either the dental or vision plans provided by the City; or b) Enroll in medical and dental or vision plans provided by the City where the total monthly health insurance premiums cost less than \$1,358 will receive the difference between \$1,358 and their total monthly insurance premiums for medical, dental, and vision plans provided by the City.
- 3) No cash back will be provided to employees whose total monthly insurance premiums for medical, dental, and vision plans provided by the City exceed \$1,358.

Employees hired on or after July 1, 2021:

- 1) Employees who do not enroll in the medical, dental or vision insurance plans provided by the City (“optout”) will receive \$475 cash back per month. Employees who opt-out of plans provided by the City must provide proof of other “minimum essential group medical insurance coverage” to the Human Resources Department, as set forth below.
- 2) Employees who either: a) Do not enroll in the medical insurance plan provided by the City and enroll in either the dental or vision plans provided by the City; or b) Enroll in medical and dental or vision plans provided by the City where the total monthly health insurance premiums cost less than \$475 will receive the difference between \$475 and their total monthly insurance premiums for medical, dental, and vision plans provided by the City.
- 3) No cash back will be provided to employees whose total monthly insurance premiums for medical, dental, and vision plans provided by the City exceed \$475.

The CITY will make available medical, dental, and vision insurance plans for SBEA-Misc. employees. The City also provides for employee participation in Health Care and Dependent Care Flexible Spending Accounts. The Flexible Spending Accounts are established under Section 125 of the Internal Revenue Code and will be administered by a third-party administrator (TPA).

All employees must either elect medical insurance for employee only or provide satisfactory proof of other minimum essential group medical insurance coverage through a non-CITY plan. The CITY’s Human Resources Department will be responsible for approving an employee’s proof of health coverage. After the CITY’s initial verification of employee coverage under another non-CITY medical plan, the Human Resources Department will request proof of coverage as often as deemed necessary to ensure an employee’s continued medical insurance coverage. All costs of insurance coverage for the employee or dependents in excess of the CITY contribution shall be borne by the employee. All Cafeteria Plan elections

must be made on forms approved by the Human Resources Department. Elections must be made prior to the beginning of the Plan year and must remain in effect unless there is a qualifying event as defined under IRS regulations and the City of Solana Beach Flexible Benefit Plan and approved by the Human Resources Department.

15. RETIREMENT SYSTEM CONTRIBUTIONS

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

A. Employees hired prior to January 1, 2011:

- i. The City will continue to participate in the California Public Employees Retirement System (CalPERS) and provide a 2.5% at 55 retirement benefit with the use of the employee's single highest year salary. The cost of the program will continue to be shared between City and SBEA-MISCELLANEOUS EMPLOYEE GROUP employees. Employees shall pay the entire CalPERS Retirement employee share of 8%.
- ii. Cost Sharing of Employer Contribution: Per CalPERS contract amendment which went into effect on October 29, 2016, SBEA-MISCELLANEOUS EMPLOYEE GROUP employees will continue to contribute 1.04% of pay towards the normal cost in addition to paying their entire employee share of the CalPERS retirement contribution for a total of 9.04%.

B. For classic employees (as defined by CalPERS) hired on or after January 1, 2011:

- i. The CalPERS formula for employees shall be 2% at 60, with the use of the average of the employee's highest-three-year-salary. Employees shall pay the entire CalPERS Retirement employee share of the CalPERS retirement contribution.
- ii. Cost Sharing of Employer Contribution: Per CalPERS contract amendment which went into effect on October 29, 2016, SBEA-MISCELLANEOUS EMPLOYEE GROUP employees will continue to contribute 0.19% of pay towards the normal cost in addition to paying their entire employee share of the CalPERS retirement contribution.

C. Employees hired on or after January 1, 2013, and defined by CalPERS as new members:

- i. The CalPERS formula for employees shall be 2% at 62, with the use of the average of the employee's highest-three-year-salary. Employees shall pay 50% of the normal cost contribution.

All benefits and amendments to the Retirement system provided in previous MOUs between the City and the SBEA-MISCELLANEOUS EMPLOYEE GROUP employees, shall remain in full force unless

otherwise annulled by this MOU.

D. Mission Square Retirement (formerly ICMA-RC)

The City will contribute \$1 for each \$1 contributed to a Mission Square Retirement (formerly ICMA-RC) 457 Savings Plan by each MISCELLANEOUS EMPLOYEE GROUP employee, with an annual cap of the lesser of 2% of annual salary or \$2,000 per year.

SBEA-MISCELLANEOUS EMPLOYEE GROUP employees must have an active account with Mission Square Retirement (formerly ICMA-RC).

16. RETIREE HEALTH BENEFITS

During the term of this MOU, the City agrees to remain in CalPERS in order to provide healthcare coverage to active employees and retiree healthcare benefits to retired employees. The City agrees to pay Retiree Health Benefits as follows:

Staff members currently employed who retire from the City at a future date, shall receive the following Retiree Health benefits in recognition of their vested rights and service to the City:

- a) Staff members hired **prior to January 1, 2007**, shall receive maximum of \$290.00 per month. If the retired employee elects to enroll in the CalPERS Retiree Health Plan, the City will subtract the required minimum PEMHCA contribution amount and pay that amount to CalPERS directly. Any left-over balance will be provided to the retired employee.

If the retired employee does not elect to enroll in the CalPERS Retiree Health Plan, the \$290 monthly allowance will be deposited in a Health Reimbursement Arrangement Account (HRA) which can be used towards reimbursement of eligible health/medical expenses.

- b) Staff members with a date of hire **on or after January 1, 2007**, who subsequently retire from the City **AND** enroll in the CalPERS Retiree Health Plan, will only receive the “minimum” retirement benefit contribution amount required under PEMHCA to offset their CalPERS Retiree Health Plan costs.

If the retired employee does not enroll in the CalPERS Retiree Health Plan, no Retiree Health Benefit payments will be made to the retiree by the City.

17. LIFE INSURANCE

All employees of the CITY governed by this MOU shall be entitled to receive life insurance. The CITY shall pay the cost of the basic coverage for the employee. The life insurance policy shall continue to provide basic coverage at an amount equal to one times the employee's annual salary.

18. LONG TERM DISABILITY INSURANCE (LTD)

Employees are eligible to participate in the City’s LTD Plan. LTD premiums will be paid by the City on behalf of all SBEA-MISCELLANEOUS EMPLOYEE GROUP employees.

19. LEAVE PROVISIONS

Employees shall be entitled to leaves of absence as provided in the City’s Personnel Rules and Regulations.

19.1 Vacation

SBEA-MISCELLANEOUS EMPLOYEE GROUP employees shall be entitled to vacation usage, , and payoff as provided in the CITY Personnel Rules and Regulations.

The vacation accrual rates have been updated as listed below for all SBEA-MISCELLANEOUS EMPLOYEE GROUP employees:

Completed Months of Employment	Accrual Rate	Maximum Accrual Rate
• 12-36 months (1-3 years)	3.08 hours per pay period	160.16 hours
• 37- 60 months (3-5 years)	4.62 hours per pay period	240.24 hours
• 61-120 months (5-10 years)	6.461 hours per pay period	335.97 hours
• 121-180 months (10-15 years)	7.38 hours per pay period	383.76 hours
• 181+ months (15+ years)	8.31 hours per pay period	432.12 hours

Part-time SBEA-MISCELLANEOUS EMPLOYEE GROUP employees shall be entitled to vacation accrual at a rate that is representative of their part-time status (50%, 75%, etc.)

19.2 Holidays

“Holiday Leave” “Holidays” and “Holiday Pay” are governed by the provisions of the City Personnel Rules and Regulations, except for the following amendments:

a) Holiday Leave

Holiday Leave shall be “leave with pay” credited to employees in the number of hours the employee(s) would have worked (either eight (8), or nine (9)) for full-time SBEA-MISCELLANEOUS EMPLOYEE GROUP employees. For example, if a holiday occurs on a Friday, employees will be credited with eight hours of Holiday Leave, whereas if a holiday occurs Monday through Thursday, employees will be credited with nine hours of Holiday Leave. If a holiday occurs on a weekend day, employees will be credited with nine hours of Holiday Leave. Employees will not be credited with Holiday Leave that exceeds the number of hours they would have worked.

Part-time SBEA-MISCELLANEOUS EMPLOYEE GROUP employees will be credited with Holiday Leave at a rate that is representative of their part-time status (e.g., 50% or 75%).

b) Christmas and New Year’s Holidays

SBEA-MISCELLANEOUS EMPLOYEE GROUP employees are entitled to a full-day holiday for Christmas Eve Day, and New Year's Eve Day. City administrative offices will close in observance of these holidays when they fall during the regular work week.

If a Christmas Eve holiday or New Year’s Eve holiday falls on a day when City administrative offices are closed or on an employee’s regularly scheduled day off, regular

full-time SBEA-MISCELLANEOUS EMPLOYEE GROUP employees shall be credited with nine (9) or eight (8) hours of Holiday fixed leave, as outlined in section 19.2(a) in observance of these holidays.

Permanent Part-time SBEA-MISCELLANEOUS EMPLOYEE GROUP employees shall be entitled to Holiday Leave representative of their part-time status (e.g., 50% or 75%). The CITY reserves the right to determine the most efficient manner in which to provide the Christmas, Christmas Eve, New Year's Eve and New Year's Day holidays.

c) **Work on a Holiday**

SBEA-MISCELLANEOUS EMPLOYEE GROUP employees who are required to work on an official CITY holiday shall be compensated at the rate of time and one-half (1.5) the regular rate of pay for hours actually worked.

Such compensation shall either be paid or, at the employee's option, be provided in compensatory time off (comp time) if the employee is eligible to receive comp time and if the comp time would not exceed the maximum number of hours permitted (50 hours). The affected employee shall also receive holiday credit in the amount of hours that the employee worked (either eight or nine).

d) **Floating Holiday Leaves**

SBEA-MISCELLANEOUS EMPLOYEE GROUP employees shall be credited with floating holiday leave consisting of eighteen (18) hours of floating holiday leave credited on July 1st of each year ("July Floating Holiday") and nine (9) hours of floating holiday leave credited on January 1st of each year ("January Floating Holiday"). Newly hired employees shall be credited with July Floating Holiday and January Floating Holiday in the following manner:

July Floating Holidays:

- a) Employees hired in the months of July through September shall receive 18 hours of floating holiday leave when hired.
- b) Employees hired in the months of October through December shall receive 12 hours of floating holiday leave when hired.
- c) Employees hired in the months of January through March shall receive 6 hours of floating holiday leave when hired.
- d) Employees hired in the months of April through June shall receive 3 hours of floating holiday leave when hired.

January Floating Holiday:

- a) Employees hired in the months of January through March shall receive 9 hours of floating holiday leave when hired.
- b) Employees hired in the months of April through June shall receive 6 hours of floating holiday leave when hired.
- c) Employees hired in the months of July through December shall receive 3 hours of floating holiday leave when hired.

July Floating Holiday shall be capped at a maximum accrual of eighteen (18) hours per fiscal year and January Floating Holiday shall be capped at a maximum accrual of nine (9) hours per calendar year for a maximum total accrual of floating holiday leave of twenty-seven (27) hours.

Part-time SBEA-MISCELLANEOUS EMPLOYEE GROUP employees will be credited with floating holiday leave at a rate that is representative of their part-time status (e.g., 50%, 75%, etc.).

19.3 Bereavement Leave

In the event of the death of a member of the employee's immediate family, the employee shall be granted bereavement leave, without loss of pay, for up to three working days. The employee may take up to an additional two days bereavement leave, not deducted from sick leave, if the funeral is more than 300 miles from the CITY. Immediate family shall be defined as: spouse, child (including stepchild), parent, grandparent, grandchild, step-parent, step-child, legal guardian (or former legal guardian), mother-in-law, father-in-law, son-in-law, daughter-in-law, or sibling. Employee must provide documentation of location/memorial service upon request of the City.

19.4 Jury Duty / Witness Duty

Employees shall be compensated for jury duty according to the City Personnel Rules and Regulations. Employees shall be compensated for witness duty according to the City Personnel Rules and Regulations.

19.5 Special Leaves of Absence without Pay

An employee who has been employed by the CITY for at least 12 months and who has been employed for at least 1250 hours of service during the 12-month period immediately preceding the commencement of leave shall be entitled to a leave or leaves of absence, without pay, with right to return to the position, as specified by the Family and Medical Leave Act (FMLA) of 1993 and California Family Rights Act (CFRA) (California Government Code 12945.2).

19.6 Sick Leave

Employees shall be entitled to accrue sick leave based upon the City Personnel Rules and Regulations. Part-time employees shall be entitled to accrue sick leave at a rate that is representative of their part-time status (e.g., 50%, 75%). Sick leave accrual, usage and pay-off shall be subject to the provisions the City Personnel Rules and Regulations.

- a) Sick Leave Conversion: Personnel Rules and Regulations Section 10.02(E) will be revised to reflect 60 hours of sick leave may be converted to vacation leave when an employee has not used up more than 60 hours of sick leave during the previous year. All other provisions and requirements regarding Sick Leave will remain unchanged.

19.7 Sick Leave Payoff at Retirement

The CITY will provide sick leave payoff at retirement as follows:

Sick leave payoff would occur when an employee either voluntarily separates from City service in good standing or retires (non-disability) from the City. Payoff shall be in cash at the rate of twenty percent (20%) of the sick leave balance at the time of retirement or separation up to a maximum payoff of ninety-six (96) hours. To qualify for payoff, an employee is required to have a minimum of ten (10) years of service with the CITY. There shall be no payoff at termination.

The provisions of the City of Solana Beach Personnel Rules and Regulations shall govern all other terms and conditions of employment.

20. OVERTIME

Employees shall be entitled to overtime pay or compensatory time off in lieu of overtime pay (comp time) as provided in the City Personnel Rules and Regulations. If a holiday falls within the normal work week, the employee shall be paid overtime pay (not comp-in-lieu time) for any hours worked in excess of 40 hours in a workweek and the holiday would count as hours worked. This provision only applies to City recognized holidays and shall not apply to sick or vacation time taken.

Overtime work shall first be offered on a rotating basis to qualified employees in a department who desire overtime work and have notified the Department Head in writing of their desire.

Nothing in this MOU or the Personnel Rules shall be construed as guaranteeing that overtime work will be available.

21. CALL BACK – Non-Public Works Employees

Non-Public Works Miscellaneous Group employees shall be entitled to call back pay as provided in the CITY Personnel Rules and Regulations.

22. CALL BACK and STAND-BY PAY - Public Works Employees

- a) Call back work is defined as work required by the City of an employee who, following completion of the employee's workday or work week and departure from the employee's work site, is unexpectedly ordered to report back to duty to perform necessary work. Public Works Employees who are called back shall receive a minimum of three (3) hours compensation at time and one-half unless employee is called back less than two hours before start of employee's next regular shift or workday.
- b) Whenever an employee is called back, the employee shall receive the minimum provided above or pay for hours actually worked, whichever is greater. Hours worked shall be calculated beginning at the time the call back is received by the employee and ending when the employee is relieved of duty.

- c) If an employee, who was called back to work and has completed his/her assignment and left work, is again called back to work, he/she will not receive another minimum if the time of return is within the previous call back minimum.
- d) Public Works employees shall be paid for mileage to and from the Public Works Yard during call back duty.
- e) Stand-by pay will be compensated at one hour at time and a half their straight time pay, at the employee's base rate for each day the employee is on "Stand-by," for represented Public Works employees.

23. MILEAGE ALLOWANCE

Employees shall receive a mileage allowance as provided in the City Personnel Rules and Regulations.

24. BILINGUAL PAY

The City agrees to provide additional compensation in the amount of \$100 per month to those employees who regularly use their bilingual skills in the performance of their duties. The employee must successfully pass a Bilingual Performance Examination as determined appropriate by the Human Resources Department.

- a) Eligible employees must successfully pass a Bilingual Performance Examination every three (3) years, as determined appropriate by the Human Resources Department.
- b) Eligible languages are Spanish and American Sign Language.
- c) Bilingual pay for permanent part-time employees shall be prorated.
- d) Bilingual pay will not accrue during any leave (paid or unpaid) of more than thirty (30) days.
- e) Bilingual pay will be paid based on 26 pay periods per year.
- f) During the term of this MOU, the City will continue to use ALTA Language Services for Spanish bilingual testing services. Eligible employees will be scored based on the criteria listed below:

ALTA Speaking/Listening

- 10-12 Superior = Fluent
- 6-9 Conversational = Basic
- 5 and below = Fail

25. TUITION REIMBURSEMENT

Each SBEA-MISCELLANEOUS EMPLOYEE GROUP employee shall be eligible for a maximum reimbursement each fiscal year up to, but not to exceed, \$2,000.

26. SEVERANCE PAY

The CITY shall provide severance pay for Miscellaneous Unit employees with five or more years of CITY service who are laid off from employment pursuant to the City Personnel Rules and Regulations as follows:

- a) Employees with five or more years of CITY service who are laid off from employment pursuant to the City Personnel Rules and Regulations shall receive severance pay in an amount of the employee's base salary for a period of forty-five days after the date of the employee's termination; provided however, in the event the period from the date of giving notice of proposed layoff to the date of termination pursuant to that notice is greater than thirty days, then the days for which severance pay is received shall be reduced by one day for each day the notice period exceeds thirty days, and further provided that the minimum amount of severance pay shall be equivalent to thirty days base salary. Severance pay shall cease if the employee obtains employment prior to the expiration of the severance pay period. If the employee obtains unemployment insurance benefits, the amount of severance pay shall be limited to the difference between the employee's base salary and the amount of the unemployment insurance benefit payment.
- b) Severance pay shall be payable in installments. The first installment shall be made on the second Friday following the date of termination. Subsequent payments shall be at two-week intervals thereafter.
- c) An employee shall provide the CITY with a certification of continuing eligibility to receive severance pay and receipt or non-receipt of unemployment insurance benefits prior to each severance pay installment. The certification shall be under penalty of perjury.
- d) In addition to the severance pay, the CITY will continue to pay the monthly premium for health, dental and vision insurance paid by the CITY on the date of termination in order to continue coverage for a period of 90 days from the date of termination.
- e) An employee receiving severance pay shall not be considered to be an employee of the CITY after the date of termination. Severance pay shall not be considered salary for the purposes of the Public Employees Retirement System.
- f) Employees who are subject to layoff because the exercise of "bumping" or "retreat" rights by another employee pursuant to the City Personnel Rules and Regulations shall receive the same notice of layoff and shall have the same rights to bump less senior employees as the employee originally receiving the notice of proposed layoff.

27. SAFETY COMMITTEE

The employees represented by SBEA-MISCELLANEOUS EMPLOYEE GROUP, shall have the right to appoint one employee member to the Safety Committee. The appointment shall be subject to the approval of the City Manager, which approval shall not be unreasonably withheld.

28. SAFETY PROVISIONS

28.1 Safety Shoes

The CITY will reimburse full-time Public Works employees, as defined below, for the purchase of steel-toe safety shoes in an amount not to exceed a total of one hundred fifty dollars (\$150) per fiscal year. This amount may be divided by the employee during the course of the fiscal year if the employee decides to purchase more than one pair of steel-toed shoes. All Public Works employees shall wear steel-toe safety shoes while performing work within the scope of their employment for the CITY.

Public Works Employees:

Lead Maintenance Worker
Maintenance Worker I/II

28.2 Sunscreen

The CITY will purchase, in bulk, sunscreen and provide such sunscreen on an as-needed basis to all CITY employees who perform work outdoors.

29. REOPENER

During the duration of this MOU the City may reopen negotiations to discuss the following items for citywide implementation:

- a) New City Personnel Rules and Regulations
- b) Uniform Allowance Reporting to CalPERS
- c) Telecommuting Policy

30. SAVINGS CLAUSE

If any provisions of this MOU should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

In the event of invalidation of any provisions, the CITY and the Association agree to meet within thirty (30) days of notice by either to the other for the purpose of renegotiating said provision.

31. SEVERABILITY

It is understood and agreed that this MOU is subject to all current and future applicable federal and state laws, or federal and state regulations. If any part or provision of this MOU is in conflict or inconsistent with such laws, rules, and regulations, or is otherwise held to be invalid or unenforceable by a tribunal or competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOU shall not be affected.

32. TERM

The term of this agreement shall be retroactive to July 1, 2021, subject to formal approval by the City Council, and shall expire at midnight, June 30, 2023.

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APPENDIX A

SBEA-MISCELLANEOUS EMPLOYEE GROUP represents that this Memorandum of Understanding has been duly ratified by its membership. Following approval by the City Council, its terms and conditions shall be implemented by appropriate ordinance, resolution, or other appropriate lawful action.

**SOLANA BEACH EMPLOYEES' ASSOCIATION
(SBEA-MISCELLANEOUS EMPLOYEE GROUP)**

By: *Vanessa Rivera*
Vanessa Rivera (Jul 7, 2021 12:57 PDT)

Date: Jul 7, 2021

VANESSA RIVERA
SBEA-MISCELLANEOUS EMPLOYEE GROUP

By: *Anda Wright*

Date: Jul 7, 2021

ANDA WRIGHT
SBEA-MISCELLANEOUS EMPLOYEE GROUP

APPROVED AS TO LEGAL FORM:

CITY COUNCIL:

By: _____
JOHANNA CANLAS
CITY ATTORNEY

By: _____
LESA HEEBNER
MAYOR

Date: _____

Date: _____

ATTEST:

CITY:

By: _____
ANGELA IVEY
CITY CLERK

By: _____
GREGORY WADE
CITY MANAGER

Date: _____

Date: _____

APPENDIX B

**SOLANA BEACH EMPLOYEES' ASSOCIATION
MISCELLANEOUS GROUP
SALARY SCHEDULE 3**

**Miscellaneous Employee Group Pay Structure Salary Schedule 3
Effective First Full Pay Period in July 2021**

Pay Grade	Job Classification	Hourly						Monthly					
		Step A	Step B	Step C	Step D	Step E	Step F	Step A	Step B	Step C	Step D	Step E	Step F
MIS (MS) 47	Administrative Assistant I	\$ 16.66	\$ 17.49	\$ 18.36	\$ 19.28	\$ 20.25	\$ 21.26	\$ 2,887.15	\$ 3,031.51	\$ 3,183.08	\$ 3,342.24	\$ 3,509.35	\$ 3,684.82
MIS (MS) 66	Maintenance Worker I	\$ 20.12	\$ 21.13	\$ 22.19	\$ 23.30	\$ 24.46	\$ 25.68	\$ 3,487.99	\$ 3,662.39	\$ 3,845.51	\$ 4,037.79	\$ 4,239.68	\$ 4,451.75
MIS (MS) 67	Administrative Assistant II	\$ 20.32	\$ 21.34	\$ 22.41	\$ 23.53	\$ 24.70	\$ 25.94	\$ 3,522.87	\$ 3,699.02	\$ 3,883.97	\$ 4,078.16	\$ 4,282.07	\$ 4,496.26
MIS (MS) 78	Maintenance Worker II	\$ 22.68	\$ 23.81	\$ 25.00	\$ 26.25	\$ 27.56	\$ 28.94	\$ 3,930.36	\$ 4,126.87	\$ 4,333.22	\$ 4,549.88	\$ 4,777.37	\$ 5,016.34
MIS (MS) 87	Code Compliance Specialist	\$ 24.80	\$ 26.04	\$ 27.34	\$ 28.71	\$ 30.14	\$ 31.65	\$ 4,298.57	\$ 4,513.50	\$ 4,739.18	\$ 4,976.14	\$ 5,224.94	\$ 5,486.29
MIS (MS) 88	Permit Technician	\$ 25.05	\$ 26.30	\$ 27.62	\$ 29.00	\$ 30.45	\$ 31.97	\$ 4,341.56	\$ 4,558.64	\$ 4,786.57	\$ 5,025.90	\$ 5,277.19	\$ 5,541.16
	Junior Planner												
MIS (MS) 89	Administrative Assistant III Management Assistant	\$ 25.30	\$ 26.56	\$ 27.89	\$ 29.29	\$ 30.75	\$ 32.29	\$ 4,384.97	\$ 4,604.22	\$ 4,834.43	\$ 5,076.16	\$ 5,329.96	\$ 5,596.57
MIS (MS) 92	Lead Maintenance Worker	\$ 26.06	\$ 27.37	\$ 28.74	\$ 30.17	\$ 31.68	\$ 33.27	\$ 4,517.84	\$ 4,743.74	\$ 4,980.92	\$ 5,229.97	\$ 5,491.47	\$ 5,760.15
MIS (MS) 97	Code Compliance Officer	\$ 27.39	\$ 28.76	\$ 30.20	\$ 31.71	\$ 33.30	\$ 34.96	\$ 4,748.39	\$ 4,985.81	\$ 5,235.10	\$ 5,496.66	\$ 5,771.70	\$ 6,060.26
MIS (MS) 106B	Senior Engineering Technician Associate Management Analyst	\$ 30.15	\$ 31.66	\$ 33.24	\$ 34.90	\$ 36.65	\$ 38.48	\$ 5,225.99	\$ 5,487.29	\$ 5,761.66	\$ 6,049.74	\$ 6,352.23	\$ 6,669.84
MIS (MS) 107A	Assistant Planner	\$ 30.41	\$ 31.93	\$ 33.53	\$ 35.20	\$ 36.96	\$ 38.81	\$ 5,271.07	\$ 5,534.62	\$ 5,811.35	\$ 6,101.92	\$ 6,407.01	\$ 6,727.37
MIS (MS) 109	Environmental Specialist	\$ 30.87	\$ 32.41	\$ 34.03	\$ 35.73	\$ 37.52	\$ 39.40	\$ 5,350.60	\$ 5,618.11	\$ 5,899.04	\$ 6,193.99	\$ 6,503.69	\$ 6,828.88
MIS (MS) 109A	Senior Code Compliance Officer	\$ 30.95	\$ 32.50	\$ 34.13	\$ 35.83	\$ 37.62	\$ 39.50	\$ 5,365.09	\$ 5,633.34	\$ 5,915.01	\$ 6,210.76	\$ 6,521.30	\$ 6,847.36
MIS (MS) 112	Public Works Inspector Fire Prevention Specialist	\$ 31.80	\$ 33.39	\$ 35.06	\$ 36.82	\$ 38.66	\$ 40.59	\$ 5,512.73	\$ 5,788.37	\$ 6,077.79	\$ 6,381.68	\$ 6,700.76	\$ 7,035.80
	Associate Planner												
MIS (MS) 119B	Associate Planner	\$ 34.19	\$ 35.90	\$ 37.70	\$ 39.58	\$ 41.56	\$ 43.64	\$ 5,926.41	\$ 6,222.73	\$ 6,533.87	\$ 6,860.56	\$ 7,203.59	\$ 7,563.77
MIS (MS) 122A	Assistant Civil Engineer	\$ 35.16	\$ 36.91	\$ 38.76	\$ 40.70	\$ 42.73	\$ 44.87	\$ 6,093.80	\$ 6,398.49	\$ 6,718.41	\$ 7,054.33	\$ 7,407.05	\$ 7,777.40
MIS (MS) 140A	Associate Civil Engineer	\$ 42.09	\$ 44.19	\$ 46.40	\$ 48.72	\$ 51.16	\$ 53.72	\$ 7,295.60	\$ 7,660.38	\$ 8,043.40	\$ 8,445.57	\$ 8,867.85	\$ 9,311.24

**Miscellaneous Employee Group Pay Structure Salary Schedule 3
Effective First Full Pay Period in July 2022**

Pay Grade	Job Classification	Hourly						Monthly					
		Step A	Step B	Step C	Step D	Step E	Step F	Step A	Step B	Step C	Step D	Step E	Step F
MIS (MS) 50	Administrative Assistant I	\$ 17.16	\$ 18.02	\$ 18.92	\$ 19.87	\$ 20.86	\$ 21.90	\$ 2,974.69	\$ 3,123.43	\$ 3,279.60	\$ 3,443.58	\$ 3,615.76	\$ 3,796.54
MIS (MS) 69	Maintenance Worker I	\$ 20.73	\$ 21.77	\$ 22.86	\$ 24.00	\$ 25.20	\$ 26.46	\$ 3,593.75	\$ 3,773.44	\$ 3,962.11	\$ 4,160.22	\$ 4,368.23	\$ 4,586.64
MIS (MS) 70	Administrative Assistant II	\$ 20.94	\$ 21.99	\$ 23.09	\$ 24.24	\$ 25.45	\$ 26.73	\$ 3,629.69	\$ 3,811.17	\$ 4,001.73	\$ 4,201.82	\$ 4,411.91	\$ 4,632.50
MIS (MS) 81	Maintenance Worker II	\$ 23.36	\$ 24.53	\$ 25.76	\$ 27.05	\$ 28.40	\$ 29.82	\$ 4,049.53	\$ 4,252.00	\$ 4,464.60	\$ 4,687.83	\$ 4,922.23	\$ 5,168.34
MIS (MS) 90	Code Compliance Specialist	\$ 25.55	\$ 26.83	\$ 28.17	\$ 29.58	\$ 31.00	\$ 32.01	\$ 4,428.91	\$ 4,650.35	\$ 4,882.87	\$ 5,127.02	\$ 5,383.37	\$ 5,652.54
MIS (MS) 91	Permit Technician Junior Planner	\$ 25.81	\$ 27.10	\$ 28.45	\$ 29.87	\$ 31.37	\$ 32.94	\$ 4,473.20	\$ 4,696.86	\$ 4,931.70	\$ 5,178.29	\$ 5,437.20	\$ 5,709.06
	Administrative Assistant III Management Assistant												
MIS (MS) 92	Administrative Assistant III Management Assistant	\$ 26.06	\$ 27.37	\$ 28.74	\$ 30.17	\$ 31.68	\$ 33.27	\$ 4,517.93	\$ 4,743.83	\$ 4,981.02	\$ 5,230.07	\$ 5,491.57	\$ 5,766.15
MIS (MS) 95	Lead Maintenance Worker	\$ 26.85	\$ 28.20	\$ 29.61	\$ 31.09	\$ 32.64	\$ 34.27	\$ 4,654.83	\$ 4,887.57	\$ 5,131.95	\$ 5,388.55	\$ 5,657.97	\$ 5,940.87
MIS (MS) 100	Code Compliance Officer	\$ 28.22	\$ 29.64	\$ 31.12	\$ 32.67	\$ 34.31	\$ 36.02	\$ 4,892.27	\$ 5,136.88	\$ 5,393.73	\$ 5,663.42	\$ 5,946.59	\$ 6,243.92
MIS (MS) 109B	Senior Engineering Technician Associate Management Analyst	\$ 31.05	\$ 32.61	\$ 34.24	\$ 35.95	\$ 37.75	\$ 39.63	\$ 5,382.77	\$ 5,651.91	\$ 5,934.51	\$ 6,231.23	\$ 6,542.79	\$ 6,869.93
MIS (MS) 110A	Assistant Planner	\$ 31.32	\$ 32.89	\$ 34.53	\$ 36.26	\$ 38.07	\$ 39.98	\$ 5,429.20	\$ 5,700.66	\$ 5,985.69	\$ 6,284.98	\$ 6,599.22	\$ 6,929.19
MIS (MS) 112	Environmental Specialist	\$ 31.80	\$ 33.39	\$ 35.06	\$ 36.82	\$ 38.66	\$ 40.59	\$ 5,512.73	\$ 5,788.37	\$ 6,077.79	\$ 6,381.68	\$ 6,700.76	\$ 7,035.80
MIS (MS) 112A	Senior Code Compliance Officer	\$ 31.88	\$ 33.48	\$ 35.15	\$ 36.91	\$ 38.75	\$ 40.69	\$ 5,526.04	\$ 5,802.34	\$ 6,092.46	\$ 6,397.08	\$ 6,716.94	\$ 7,052.78
MIS (MS) 115	Public Works Inspector Fire Prevention Specialist	\$ 32.77	\$ 34.41	\$ 36.13	\$ 37.93	\$ 39.83	\$ 41.82	\$ 5,679.77	\$ 5,963.76	\$ 6,261.95	\$ 6,575.05	\$ 6,903.80	\$ 7,248.99
	Associate Planner												
MIS (MS) 122B	Associate Planner	\$ 35.22	\$ 36.98	\$ 38.83	\$ 40.77	\$ 42.81	\$ 44.95	\$ 6,104.20	\$ 6,409.41	\$ 6,729.88	\$ 7,066.38	\$ 7,419.69	\$ 7,790.68
MIS (MS) 125	Assistant Civil Engineer	\$ 36.20	\$ 38.01	\$ 39.91	\$ 41.90	\$ 44.00	\$ 46.20	\$ 6,274.00	\$ 6,587.71	\$ 6,917.09	\$ 7,262.95	\$ 7,626.09	\$ 8,007.40
MIS (MS) 140B	Associate Civil Engineer	\$ 43.35	\$ 45.52	\$ 47.80	\$ 50.19	\$ 52.70	\$ 55.33	\$ 7,514.47	\$ 7,890.19	\$ 8,284.70	\$ 8,698.94	\$ 9,133.88	\$ 9,590.58

SBEA-MISCELLANEOUS EMPLOYEES

SALARY SCHEDULE 3

JULY 2, 2021

Pay Grade		Job Classification	Hourly						Monthly					
			Step A	Step B	Step C	Step D	Step E	Step F	Step A	Step B	Step C	Step D	Step E	Step F
MIS (MS)	47	Administrative Assistant I	\$ 16.66	\$ 17.49	\$ 18.36	\$ 19.28	\$ 20.25	\$ 21.26	\$ 2,887.15	\$ 3,031.51	\$ 3,183.08	\$ 3,342.24	\$ 3,509.35	\$ 3,684.82
MIS (MS)	66	Maintenance Worker I	\$ 20.12	\$ 21.13	\$ 22.19	\$ 23.30	\$ 24.46	\$ 25.68	\$ 3,487.99	\$ 3,662.39	\$ 3,845.51	\$ 4,037.79	\$ 4,239.68	\$ 4,451.75
MIS (MS)	67	Administrative Assistant II	\$ 20.32	\$ 21.34	\$ 22.41	\$ 23.53	\$ 24.70	\$ 25.94	\$ 3,522.87	\$ 3,699.02	\$ 3,883.97	\$ 4,078.16	\$ 4,282.07	\$ 4,496.26
MIS (MS)	78	Maintenance Worker II	\$ 22.68	\$ 23.81	\$ 25.00	\$ 26.25	\$ 27.56	\$ 28.94	\$ 3,930.36	\$ 4,126.87	\$ 4,333.22	\$ 4,549.88	\$ 4,777.37	\$ 5,016.34
MIS (MS)	87	Code Compliance Specialist	\$ 24.80	\$ 26.04	\$ 27.34	\$ 28.71	\$ 30.14	\$ 31.65	\$ 4,298.57	\$ 4,513.50	\$ 4,739.18	\$ 4,976.14	\$ 5,224.94	\$ 5,486.29
MIS (MS)	88	Permit Technician	\$ 25.05	\$ 26.30	\$ 27.62	\$ 29.00	\$ 30.45	\$ 31.97	\$ 4,341.56	\$ 4,558.64	\$ 4,786.57	\$ 5,025.90	\$ 5,277.19	\$ 5,541.16
		Junior Planner												
MIS (MS)	89	Administrative Assistant III	\$ 25.30	\$ 26.56	\$ 27.89	\$ 29.29	\$ 30.75	\$ 32.29	\$ 4,384.97	\$ 4,604.22	\$ 4,834.43	\$ 5,076.16	\$ 5,329.96	\$ 5,596.57
		Management Assistant												
MIS (MS)	92	Lead Maintenance Worker	\$ 26.06	\$ 27.37	\$ 28.74	\$ 30.17	\$ 31.68	\$ 33.27	\$ 4,517.84	\$ 4,743.74	\$ 4,980.92	\$ 5,229.97	\$ 5,491.47	\$ 5,766.15
MIS (MS)	97	Code Compliance Officer	\$ 27.39	\$ 28.76	\$ 30.20	\$ 31.71	\$ 33.30	\$ 34.96	\$ 4,748.39	\$ 4,985.81	\$ 5,235.10	\$ 5,496.86	\$ 5,771.70	\$ 6,060.28
MIS (MS)	106B	Senior Engineering Technician	\$ 30.15	\$ 31.66	\$ 33.24	\$ 34.90	\$ 36.65	\$ 38.48	\$ 5,225.99	\$ 5,487.29	\$ 5,761.66	\$ 6,049.74	\$ 6,352.23	\$ 6,669.84
		Associate Management Analyst												
MIS (MS)	107A	Assistant Planner	\$ 30.41	\$ 31.93	\$ 33.53	\$ 35.20	\$ 36.96	\$ 38.81	\$ 5,271.07	\$ 5,534.62	\$ 5,811.35	\$ 6,101.92	\$ 6,407.01	\$ 6,727.37
MIS (MS)	109	Environmental Specialist	\$ 30.87	\$ 32.41	\$ 34.03	\$ 35.73	\$ 37.52	\$ 39.40	\$ 5,350.60	\$ 5,618.14	\$ 5,899.04	\$ 6,193.99	\$ 6,503.69	\$ 6,828.88
MIS (MS)	109A	Senior Code Compliance Officer	\$ 30.95	\$ 32.50	\$ 34.13	\$ 35.83	\$ 37.62	\$ 39.50	\$ 5,365.09	\$ 5,633.34	\$ 5,915.01	\$ 6,210.76	\$ 6,521.30	\$ 6,847.36
MIS (MS)	112	Public Works Inspector	\$ 31.80	\$ 33.39	\$ 35.06	\$ 36.82	\$ 38.66	\$ 40.59	\$ 5,512.73	\$ 5,788.37	\$ 6,077.79	\$ 6,381.68	\$ 6,700.76	\$ 7,035.80
		Fire Prevention Specialist												
MIS (MS)	119B	Associate Planner	\$ 34.19	\$ 35.90	\$ 37.70	\$ 39.58	\$ 41.56	\$ 43.64	\$ 5,926.41	\$ 6,222.73	\$ 6,533.87	\$ 6,860.56	\$ 7,203.59	\$ 7,563.77
MIS (MS)	122A	Assistant Civil Engineer	\$ 35.16	\$ 36.91	\$ 38.76	\$ 40.70	\$ 42.73	\$ 44.87	\$ 6,093.80	\$ 6,398.49	\$ 6,718.41	\$ 7,054.33	\$ 7,407.05	\$ 7,777.40
MIS (MS)	140A	Associate Civil Engineer	\$ 42.09	\$ 44.19	\$ 46.40	\$ 48.72	\$ 51.16	\$ 53.72	\$ 7,295.60	\$ 7,660.38	\$ 8,043.40	\$ 8,445.57	\$ 8,867.85	\$ 9,311.24

**MEMORANDUM OF
UNDERSTANDING BETWEEN
THE CITY OF SOLANA BEACH
&
THE SOLANA BEACH
EMPLOYEES' ASSOCIATION
MARINE SAFETY UNIT**

July 1, 2021, to June 30, 2023



ATTACHMENT 7

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOLANA BEACH
AND
THE SOLANA BEACH EMPLOYEES' ASSOCIATION MARINE SAFETY UNIT
JULY 1, 2021, to JUNE 30, 2023**

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**MORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SOLANA BEACH AND
THE SOLANA BEACH EMPLOYEES' ASSOCIATION
MARINE SAFETY UNIT
July 1, 2021, to June 30, 2023**

SECTION 1. PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into pursuant to Solana Beach Resolution No. 92-52 (Employer-Employee Relations Resolution), and applicable State law between the designated management representatives of the City of Solana Beach (CITY), and the Solana Beach Employees' Association (SBEA/MSU), the Recognized Employee Organization (under Solana Beach Resolution No. 92-52) for full-time regular Marine Safety Unit employees represented herein.

This MOU is the result of good faith negotiations regarding wages, hours and other terms and conditions of employment under the provisions of the California Meyers-Milias-Brown Act. The parties to this MOU hereto have met and conferred in good faith exchanging various proposals in an attempt to reach agreement. The parties affirm their mutual commitment to the goals of effective and efficient public service, high employee morale, sound and responsible management of CITY business, and amicable employer-employee relations. The parties encourage the highest possible degree of friendly cooperative relationships between their respective representatives at all levels and with and between all employees.

SECTION 2. RECOGNITION

Pursuant to Solana Beach Resolution No. 92-52 (Employer-Employee Relations Resolution), and applicable State law, the CITY acknowledges SBEA MARINE SAFETY UNIT as the Recognized Employee Organization for Marine Safety Unit employees for purposes of employer-employee relations.

Nothing in this Article is intended to amend, alter, modify, or supersede the provisions of Resolution No. 92-52, or the rights of employees thereunder, or the rights of individual employees under the provisions of the Meyers-Milias-Brown Act.

SECTION 3. APPROVAL BY THE CITY COUNCIL

This MOU constitutes a mutual recommendation to be jointly submitted to the City Council for its consideration and action. It is agreed that if this memorandum is approved by the City Council, the CITY will act in a timely manner to make the changes in City ordinances, resolutions, rules, policies, and procedures necessary to implement this MOU.

Upon approval by the City Council, this MOU, along with the Solana Beach Personnel Rules and Regulations (as existing on the date of this MOU or as modified by or pursuant to this MOU), and other Policies or Directives established by the CITY (as existing on the date of this MOU or as

modified by or pursuant to this MOU) will govern the wages, hours and terms and conditions of employment of the employees represented by the SBEA/MSU, subject to the provisions and limitations of Chapter 2.44 (Personnel System) of the Solana Beach Municipal Code.

SECTION 4. AUTHORIZED AGENTS/REPRESENTATIVES

CITY's principal authorized agent shall be the City Manager or the Manager's authorized designee; unless a particular officer or employee is specifically designated in connection with the performance of a specific function or obligation set forth in the MOU.

The SBEA/MSU's principal authorized agent shall be its president or a duly authorized designee of the president.

SECTION 5. CITY MANAGEMENT RIGHTS

The CITY retains and has the exclusive decision-making authority to manage municipal services and the work force performing those services so long as the CITY exercises such exclusive authority in conformance with the express specific terms of this MOU.

The CITY has, except as expressly and lawfully restricted by specific provisions of this MOU, the exclusive decision-making authority to:

- a. Determine and modify the organization of City government and its constituent work units.
- b. Determine the nature, standards, levels, and mode of delivery of services to be offered to the public, provided, however, should the CITY determine to change the mode of delivery of services to be offered to the public, it shall first notify SBEA/MSU and if an effect on represented employees is identified, shall meet and confer with SBEA/MSU regarding the effect of such decision on represented employees.
- c. Determine the budget, to allocate funds and resources and determine revenue sources.
- d. Determine methods, means, and the numbers and kinds of personnel by which services are to be provided.
- e. determine whether goods or services shall be made, purchased, or contracted for, provided, however, should the CITY determine to contract out bargaining unit work, it shall first meet and confer with SBEA/MSU regarding the effect of such decision on represented employees.
- f. Determine employees, including scheduling and assignment of work and overtime.
- g. Establish employee performance standards and require compliance therewith.
- h. Promote or hire employees and establish job qualifications, descriptions, and requirements.
- i. Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits,

or otherwise discipline employees subject to the requirements of applicable law.

- j. Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.
- k. Implement rules, regulations, and directives consistent with law and the specific provisions of this MOU.
- l. Take all necessary actions to protect the public and carry out its mission in emergencies.

SECTION 6. EMPLOYEE RIGHTS

Non-discrimination: As a result of this MOU, no person shall be favored or discriminated against, by either the CITY or the SBEA/MSU, to the extent provided by law because of political or religious opinions or affiliations, or because of racial or national origin, or because of age, sex, sexual orientation, or disability.

Neither CITY nor SBEA/MSU shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this MOU because of the exercise of rights to engage or not engage in SBEA/MSU activity or because of the exercise of any right provided to the employees by this MOU or the Meyers-Milias-Brown Act.

Individual Rights: Nothing in this MOU shall be construed as a waiver of any of the following rights of individual employees which may be exercised in compliance with applicable laws, ordinances, and rules and regulations.

- a. The right to form, join and participate in the activities of employee organizations of the employees own choosing for the purpose of representation on matters of employer/employee relations or not to join or participate in the activities of any organization as provided in Solana Beach Resolution No. 92-52. All employees have a right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations, with respect to his or her membership or non-membership in any employee organization.
- b. Pursuant to the Meyers-Milias-Brown Act, the right to represent himself or herself individually in employer/ employee relations with the CITY or to be represented through a representative designated by the employee.
- c. The right to review his or her individual personnel file at times convenient to the employee and the City.

SBEA/MSU Rights:

- a. CITY recognizes the right of SBEA/MSU to govern its internal affairs.
- b. The CITY shall provide bulletin boards to be placed in CITY offices at a place convenient to SBEA/MSU

and approved by the City Manager for the use of SBEA/MSU. Material placed on the bulletin board shall be at the discretion of SBEA/MSU. SBEA/MSU agrees not to post any literature that is offensive, defamatory or violates the rights of employees to a workplace free of discrimination or harassment.

- c. SBEA/MSU may, with the prior approval of the City Manager, use CITY facilities for off-duty meetings of SBEA/MSU members. Use by SBEA/MSU of CITY equipment and supplies other than items normally used in business meetings such as desks, chairs, blackboards, and dry boards, despite the presence of such equipment and supplies, is prohibited.
- d. The representatives of SBEA/MSU shall have reasonable access to the members of SBEA/MSU for the purposes of providing representation and consultation. The access shall be subject to approval by the City Manager and shall not interfere with the convenient operation of the CITY's Departments. Access by personal visit to CITY offices shall be subject to reasonable prior notice to the City Manager.
- e. A representative of SBEA/MSU shall be allowed to be present at the request of any employee, at any meeting with management involving a grievance, at appeals of employee performance evaluations, and at any pre-disciplinary or disciplinary meetings.
- f. The CITY agrees to provide reasonable time off without loss of pay, during scheduled work hours, for up to two (2) representatives of SBEA/MSU when said representatives are meeting and conferring on matters within the scope of representation.
- g. SBEA/MSU may designate one employee representative to assist an employee in preparing and presenting materials for disciplinary or grievance procedures. The employee's representative so designated shall be allowed reasonable release time from regularly scheduled duties for the purpose of investigating and preparing materials for such procedures. Supervisors shall be given at least one day prior written notice in the event release time is requested unless the supervisor agrees otherwise. Employee representatives, who investigate, prepare, or present materials during off-duty time shall do so on their own time. Employee representatives and employees who attend personnel hearings during the off-duty time shall do so on their time; providing, however, that off-duty employees who are ordered or subpoenaed to attend such hearings shall be compensated in accordance with the overtime provisions of this MOU.
- h. A designated employee representative requesting time off under this Article shall direct such request to the City Manager in writing within a reasonable time prior to the date requested, in order to assure that the department meets its staff needs and to assure sufficient coverage of departmental assignments. The City Manager shall respond to the request as soon as feasible, but not later than the end of business on the next business day following the request. If the City Manager does not respond to the request, the Department Head of the affected department may grant the release time. If the City Manager or Department Head cannot grant the release time because of workload or other scheduling reasons, the City Manager or Department Head shall give notice to the employee of a date or dates when the release time will be provided.

SECTION 7. EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

An Employer-Employee Relations Consultation Committee shall be established by the City Manager

for the purpose of discussing between representatives of management and employees, employment related issues of common concern to Marine Safety Unit members represented by SBEA.

The committee shall be composed of two employees represented by SBEA/MSU and two representatives from management. Non-employee consultants may attend and participate in committee meetings.

Meetings shall be scheduled by mutual agreement between the management and employee representatives as the need arises to discuss various issues. The committee shall meet every three months unless the management and employee representatives agree that a meeting is not needed.

Meetings shall be informal and shall be scheduled at times which do not interfere with the business of the CITY. Meetings may be scheduled after working hours, in which event the employee representatives shall not receive compensation for attendance.

SECTION 8. FULL UNDERSTANDING, MODIFICATION, WAIVER

It is the intent of the parties that this MOU set forth the full and entire understanding of matters agreed to upon conclusion of meet and confer sessions which resulted in this MOU. Any other matters, not contained herein, which were addressed during the course of the meet and confer process resulting in this MOU, are superseded, and terminated in their entirety. Any understanding or agreement not contained herein, whether formal or informal, which occurred during the course of meet and confer sessions, resulting in this MOU, are terminated, or superseded in their entirety. Any amendment to the provisions of this MOU shall not be effective unless made in writing executed by the parties.

It is the intent of the parties that this MOU be administered in its entirety in good faith during its full term. It is recognized that if during such term it is necessary for the CITY to propose changes in matters within the scope of representation not contained in this memorandum, the CITY shall notify SBEA/MSU, indicating the proposed change prior to its implementation. If SBEA/MSU wishes to consult or meet and confer with the CITY regarding the matter, SBEA/MSU shall notify the CITY within ten (10) working days from the receipt of such notice. Upon receipt of such notice, the parties shall meet promptly in an earnest effort to reach a mutually satisfactory resolution of any problem arising as a result of the change instituted by the CITY.

Nothing herein shall limit the authority to the CITY to make changes required during emergencies. However, the CITY shall notify SBEA/MSU of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of emergency. "Emergency" shall be defined as an unforeseen circumstance requiring immediate implementation of the change.

Failure by the SBEA/MSU to request consultation or negotiations pursuant to this Article shall not be deemed as approval of any action taken by the CITY, but only as a waiver of the right to consult and meet and confer.

The consent to, or waiver of, any breach, provision, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all the provisions of this MOU, nor a consent, or waiver of, any future breach, provision, or condition, unless otherwise expressly stated to the contrary in writing.

SECTION 9. PEACEFUL PERFORMANCE OF CITY SERVICES

No Strike. During the life of this MOU, neither the employees nor any employees, agents or representatives will instigate, promote, sponsor, engage in, or condone any strike (including sympathy strike), slowdown, concerted stoppage of work, sickouts, or any other intentional disruption of the operations of the CITY, regardless of the reason for so doing.

Penalty. Any employee engaging in activity prohibited by "No Strike" under this Article, or who instigates or gives leadership to such activity, shall be subject to disciplinary action.

No Lockout. During the term of this MOU, the CITY will not instigate a lockout over a dispute with the employees so long as there is no breach of "No Strike" under this Article.

Association Official Responsibility. Each employee or other person who holds the position of officer of the Recognized Employee Organization occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article; therefore, such employees or other persons agree to inform its members of their obligations under "No Strike" of this Article, and to inform them of the penalty for failure to comply.

Enforcement. In the event the CITY is required to enforce the provisions of the Article "Peaceful Performance of CITY Services" by court action, or in the event that SBEA/MSU is required to enforce the provisions of said Article by court action, an injunction may be issued.

SECTION 10. PRIOR AGREEMENTS

The provisions of this MOU shall supersede and replace the provisions of the Memorandum of Understanding last executed between SBEA/MSU and the CITY. The benefits and other terms and conditions of employment provided pursuant to the CITY's Personnel Rules and Regulations shall continue to apply except to the extent modified by this MOU.

SECTION 11. NEGOTIATIONS FOR A SUCCESSOR AGREEMENT

The parties agree that negotiations for a successor Memorandum of Understanding shall begin by the submission by either party of a proposal or a written request to meet and confer not later than February 1, 2023. If a proposal or request is submitted, meeting and conferring sessions shall begin by February 15, 2023, and shall continue until agreement is reached or until an inability to reach agreement (impasse) is declared. The parties agree to use their best efforts to conclude meet and confer sessions before May 31, 2023. If neither party submits a proposal or request, all conditions of this MOU shall continue in full force and effect for one year from the date it otherwise would have terminated.

SECTION 12. RULES AND REGULATIONS

The City of Solana Beach Personnel Rules and Regulations shall remain in full force and effect during the term of this MOU subject only to the provisions of this MOU and to the amendments necessary to

implement the terms of this MOU. During the term of this MOU, any amendments proposed by City Management to the Rules and Regulations pursuant to the rights reserved to the CITY under this memorandum shall be made only after providing notice and an opportunity for input to the designated representatives of SBEA/MSU.

SECTION 13. HOURS OF WORK

Hours of work and work schedules shall be determined according to Section 9.01 of the City Personnel Rules and Regulations.

SECTION 14. SALARY ADJUSTMENT

The parties jointly agree that the following salary increases shall be applicable for the term of this MOU for all SBEA/MSU classifications as specified on the salary schedule in Appendix B:

- a. Effective the first full pay period after July 1, 2021: four and a half percent (4.5%) salary increase for employees represented by SBEA/MSU.
- b. Effective the first full pay period after July 1, 2021: Addition of Step F to the Marine Safety Sergeant classification.
- c. Effective the first full pay period after July 1, 2022: four percent (4%) salary increase for employees represented by SBEA/MSU.

Pay increases resulting from employee-employer negotiations will become effective on the specific date negotiated between the CITY and SBEA/MSU. Increases in salary resulting from merit increases will become effective on the employee's anniversary date, as approved by the City Manager in accordance with the City of Solana Beach Personnel Rules and Regulations.

The proposed salary schedule implementing this Article is attached as Appendix B to this MOU.

SECTION 15. CAFETERIA BENEFIT PLAN

All regular employees in the SBEA/MSU shall be entitled to receive health, dental and vision insurance in accordance with the group insurance policies acquired by the CITY.

The CITY will contribute the following to each full-time employee for the purchase of medical, dental and vision insurance options offered through the City's Flexible Benefit Cafeteria Plan:

- a) Effective July 1, 2021, through June 30, 2022, the CITY will contribute a monthly health insurance allowance up to a maximum of \$1,426 per month, per full-time employee, toward the medical, dental, and vision insurance options offered through the CITY's Flexible Benefit Plan.
- b) Effective July 1, 2022, through June 30, 2023, the City will increase the maximum monthly health insurance allowance by 5% from \$1,426 to a maximum of up to \$1,497 per month, per full-time employee, toward the medical, dental, and vision insurance options offered through the CITY's Flexible Benefit Plan.

- c) All previous terms apply.
- d) Contributions for regular Part-Time SBEA/MSU Employees will be prorated at a rate that is representative of their part-time status (e.g., 50% or 75%)

Opt-Out/Cash Back Provisions:

Employees hired prior to July 1, 2021:

- 1) Employees who do not enroll in the medical, dental or vision insurance plans provided by the City (“optout”) will receive \$1,358 cash back per month. Employees who opt-out of plans provided by the City must provide proof of other “minimum essential group medical insurance coverage” to the Human Resources Department, as set forth below.
- 2) Employees who either: a) Do not enroll in the medical insurance plan provided by the City and enroll in either the dental or vision plans provided by the City; or b) Enroll in medical and dental or vision plans provided by the City where the total monthly health insurance premiums cost less than \$1,358 will receive the difference between \$1,358 and their total monthly insurance premiums for medical, dental, and vision plans provided by the City.
- 3) No cash back will be provided to employees whose total monthly insurance premiums for medical, dental, and vision plans provided by the City exceed \$1,358.

Employees hired on or after July 1, 2021:

- 1) Employees who do not enroll in the 1) medical, dental or vision insurance plans provided by the City (“optout”) will receive \$475 cash back per month. Employees who opt-out of plans provided by the City must provide proof of other “minimum essential group medical insurance coverage” to the Human Resources Department, as set forth below.
- 2) Employees who either: a) Do not enroll in the medical insurance plan provided by the City and enroll in either the dental or vision plans provided by the City; or b) Enroll in medical and dental or vision plans provided by the City where the total monthly health insurance premiums cost less than \$475 will receive the difference between \$475 and their total monthly insurance premiums for medical, dental, and vision plans provided by the City.
- 3) No cash back will be provided to employees whose total monthly insurance premiums for medical, dental, and vision plans provided by the City exceed \$475.

The CITY will make available medical, dental, and vision insurance plans for SBEA/MSU employees. The City also provides for employee participation in Health Care and Dependent Care Flexible Spending Accounts. The Flexible Spending Accounts are established under Section 125 of the Internal Revenue Code and will be administered by a third-party administrator (TPA).

All employees must either elect medical insurance for employee only or provide satisfactory proof of other minimum essential group medical insurance coverage through a non-CITY plan. The CITY’s Human

Resources Department will be responsible for approving an employee's proof of health coverage. After the CITY's initial verification of employee coverage under another non-CITY medical plan, the Human Resources Department will request proof of coverage as often as deemed necessary to ensure an employee's continued medical insurance coverage. All costs of insurance coverage for the employee or dependents in excess of the CITY contribution shall be borne by the employee. All Cafeteria Plan elections must be made on forms approved by the Human Resources Department. Elections must be made prior to the beginning of the Plan year and must remain in effect unless there is a qualifying event as defined under IRS regulations and the City of Solana Beach Flexible Benefit Plan and approved by the Human Resources Department.

SECTION 16. RETIREMENT SYSTEM CONTRIBUTIONS

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

- a. For SBEA-MSU employees hired prior to January 1, 2011, the CITY will continue to provide a 3% @ 50 retirement benefit with the use of the employee's single highest year salary from the California Public Employee Retirement System (CalPERS). The SBEA/MSU employees will continue to pay the entire 9% employee share cost of their benefit.
- b. Employees hired on or after January 1, 2011, will receive a 2% @50 retirement benefit with the use of the average of the employee's highest-three-year-salary. These employees will continue to pay the entire 9% employee share cost of their benefit.
 - 1. Cost Sharing of Employer Contribution: Employees defined as "classic members" per CalPERS and PEPRA/PERL agree to pay a portion of the employer's contribution costs as follows:
 - a. Per the CalPERS contract amendment which went into effect on October 29, 2016, SBEA/MSU employees will continue to pay an additional 2% of pay towards the cost of the CalPERS retirement benefit. This 2% is in addition to the employees paying their entire employee portion of the CalPERS retirement contribution. (11% of pay total)
- c. Pursuant to the PEPRA and PERL, new employees (as defined by PEPRA) hired on or after January 1, 2013, will receive the 2.7% @ 57 retirement formula with the use of the average of the employee's highest three-year salary. All new employees/members hired on or after January 1, 2013, will pay 50% of the normal cost contribution.
- d. Mission Square Retirement (formerly ICMA-RC)

The City will contribute \$1 for each \$1 contributed to a Mission Square Retirement (formerly ICMA-RC) 457 Savings Plan by each SBEA/MSU employee, with an annual cap of the lesser of 2% of annual salary or \$2,000 per year.

SBEA/MSU employees must have an active account with Mission Square Retirement (formerly ICMA-RC).

SECTION 17. RETIREE HEALTH BENEFITS

During the term of this MOU, the City agrees to remain in CalPERS in order to provide healthcare coverage to active employees and retiree healthcare benefits to retired employees. The City agrees to pay Retiree Health Benefits as follows:

SBEA/MSU members currently employed who retire from the City at a future date, shall receive the following Retiree Health benefits in recognition of their vested rights and service to the City:

- a) Staff members hired prior to January 1, 2007, shall receive maximum of \$290.00 per month. If the retired employee elects to enroll in the CalPERS Retiree Health Plan, the City will subtract the required minimum PEMHCA contribution amount and pay that amount to CalPERS directly. Any left-over balance will be provided to the retired employee.

If the retired employee does not elect to enroll in the CalPERS Retiree Health Plan, the \$290 monthly allowance will be deposited in a Health Reimbursement Arrangement Account (HRA), which can be used towards reimbursement of eligible health/medical expenses.

- b) Staff members hired on or after January 1, 2007, who subsequently retire from the City AND enroll in the CalPERS Retiree Health Plan, will only receive the “minimum” retirement benefit contribution amount required under PEMHCA to offset their CalPERS Retiree Health Plan costs.

If the retired employee does not enroll in the CalPERS Retiree Health Plan, no Retiree Health Benefit payments will be made to the retiree by the City.

SECTION 18. LIFE INSURANCE

All employees of the CITY governed by this MOU shall be entitled to receive life insurance. The CITY shall pay the cost of the basic coverage for the employee. The life insurance policy shall continue to provide basic coverage at an amount equal to one times the employee's annual salary.

SECTION 19. LONG TERM DISABILITY INSURANCE (LTD)

Employees are eligible to participate in the City’s LTD Plan. LTD premiums will be paid by the City on behalf of all Marine Safety employees.

SECTION 20. LEAVE PROVISIONS

Employees shall be entitled to leaves of absence as provided in Section 10 of the City Personnel Rules and Regulations.

(a) Vacation

**Memorandum of Understanding
COSB and SBEA/MSU (July 1, 2021, to June 30, 2023)**

Vacation Leave shall be determined according to Section 10.01 of the City Personnel Rules and Regulations, all full-time regular/permanent SBEA/MSU employees shall be entitled to vacation based upon the following schedule:

Months of Employment Completed	Hours of Vacation per Year (40 hrs. weeks)
12-36 Months	10 days per year (3.08 hppp)
37-120 Months	15 days per year (4.62 hppp)
121+ Months	20 days per year (6.15 hppp)

Regular/permanent part-time SBEA/MSU employees shall accrue vacation on a prorated basis based on their work schedule (i.e. 50% or 75%).

Vacation accrual, usage and pay-off shall be subject to the provisions of Section 10.01 of the City Personnel Rules and Regulations.

(b) Holiday

In recognition that full-time regular/permanent employees of the SBEA/MSU may be scheduled to work on City holidays as part of the regular scheduling process in order to provide full-time lifeguard protection services, the City agrees to pay each full-time regular/permanent employee of the SBEA/MSU an annual total of 152 hours of holiday-in-lieu pay payable in equal installments each two-week pay period. Holiday-in-Lieu pay is considered “Special Compensation” by CalPERS and California Code of Regulations (CCR).

Holiday-in-Lieu pay is considered “Special Compensation” by CalPERS and California Code of Regulations (CCR). Page 12 of 18 CCR 571 (5) defines “Holiday Pay” as additional compensation for employees who are normally required to work on an approved holiday because they work in positions that require staffing without regards to holidays. For this reason, CalPERS considers Holiday Pay as pensionable compensation.

(b-1) Holiday-in-Lieu and Regular Rate of Pay

Effective first full pay period in July 2021, the City will no longer consider holiday-in-lieu pay when calculating a SBEA/MSU member’s regular rate of pay.

(c) Bereavement

Section 10.03 A. of the City Personnel Rules shall be amended to provide, with respect to SBEA/MSU employees, as follows:

- a. Bereavement Leave is generally granted so an employee does not have the shock of a death in the immediate family compounded by the loss of pay.
- b. Members of the immediate family are defined as an employee’s spouse, registered domestic partner, children, father, mother, brothers, sisters, father-in-law, mother-in-law, brothers-in-law, sisters-in-law, fiancés, and grandparents.

- c. When a death occurs in an employees' immediate family, the employee shall be granted bereavement leave, without loss of pay, for up to three (3) working days.
- d. All hours of Bereavement Leave will count as hours worked for the purposes of FLSA calculations.

(d) Jury Duty/Witness Duty

Employees shall be compensated for jury duty according to Section 10.04 of the City Personnel Rules and Regulations. Employees shall be compensated for court time according to Section 10.05 (Witness Duty) of the City Personnel Rules and Regulations.

(e) Special Leaves of Absence without Pay

An employee who has been employed by the CITY for at least 12 months and who has been employed for at least 1250 hours of service during the 12-month period immediately preceding the commencement of leave shall be entitled to a leave or leaves of absence, without pay, with right to return to the position, as specified by the Family Leave and Medical Act of 1993 (California Government Code 12945.2).

(f) Sick Leave

- a. SBEA/MSU employee members will accrue sick leave at the rate of 5.542 hours per pay period.
- b. All hours of sick leave will count as hours worked for the purposes of FLSA calculations.

The CITY will provide sick leave payoff at retirement as follows:

(f-1) Sick Leave Payoff

Sick leave payoff will occur for normal (non- disability) retirements only. Payoff would be in cash at the rate of ten percent (10%) of the sick leave balance at the time of retirement up to a maximum payoff of ninety-six (96) hours. To qualify for payoff, an employee would be required to have a minimum of ten (10) years of service with the CITY. There will be no payoff at termination.

The provisions of the City of Solana Beach Personnel Rules and Regulations shall govern all other terms and conditions of employment.

(f-2) Sick Leave Conversion

SBEA/MSU Employee members shall be entitled to convert sick leave to vacation leave according to the provisions of the City's Personnel Rules and Regulations. The Personnel Rules and Regulations Section 10.02 (E) regarding Sick Leave Conversion will be updated to reflect that employees will be permitted to convert up to 40 hours of accumulated sick leave to vacation leave if no more than 40 hours of sick leave has been used by the employee during the prior year, and all other terms and conditions in the Personnel Rules regarding Sick Leave are met. All other terms and conditions in

the Personnel Rules related to Sick Leave remain the same.

(g) Paid Leave Considered Time Worked

All paid leave hours will be considered hours worked (with the exception of worker's compensation and leave without pay).

SECTION 21. OVERTIME/COMP TIME

Employees shall be entitled to overtime pay or compensatory time (comp time) off in lieu of overtime pay as provided in Section 9.02 of the City Personnel Rules and Regulations.

SBEA/MSU employees may accrue and have a maximum current credit of 120 hours of comp time. Overtime work shall first be offered on a rotating basis to qualified employees in a department who desire overtime work and have notified the Marine Safety Captain in writing of their desire.

Nothing in this MOU or the Personnel Rules shall be construed as guaranteeing that overtime work will be available.

SECTION 22. CALL BACK

Call Back Pay for SBEA/MSU employees shall be a minimum of four (4) hours.

SECTION 23. STANDBY-TIME

Standby pay will be compensated at a minimum of four (4) hours, for each day the employee is on "stand-by" status for represented Marine Safety Employees.

SECTION 24. MILEAGE ALLOWANCE

Employees shall receive a mileage allowance as provided in Section 9.05 of the City Personnel Rules and Regulations.

SECTION 25. UNIFORM ALLOWANCE

Employees represented by SBEA/MSU, shall receive uniform allowance in the amount of \$600 annually. The uniform allowance payment is to compensate for all costs associated with uniform purchase, replacement, maintenance, etc. Effective the first full pay period in July 2021, the \$600 uniform allowance will be spread evenly over 26 pay periods.

SECTION 26. BILINGUAL PAY

The City agrees to provide Bilingual Pay in the amount of \$100 per month, to those employees who regularly use their bilingual skills in the performance of their duties. The employee must successfully pass a Bilingual Performance Examination as determined appropriate by the Human Resources Department.

- a. All SBEA/MSU employees, including temporary/seasonal employees, are eligible to participate in

the Bilingual Pay Program.

- b. Bilingual Pay will be paid based on 26 pay periods per year.
- c. Eligible employees must successfully pass a Bilingual Performance Examination every three (3) years, as determined appropriate by the Human Resources Manager.
- d. Eligible languages are Spanish and American Sign Language.
- e. Bilingual Pay for permanent part-time SBEA/MSU employees shall be prorated based on work schedule (i.e. 50% or 75%).
- f. Bilingual Pay will not accrue during any leave (paid or unpaid) of more than thirty (30) days.
- g. Temporary/seasonal employees must have paid hours during a pay period in order to receive their bilingual pay. If there are no reportable work hours (i.e. no earnings), the temporary/seasonal employee will not be eligible for Bilingual Pay during that pay period.
- h. During the term of this MOU, the City will continue to use Alta Language Services for Spanish bilingual testing services. Eligible employees will be scored based on the criteria listed below:

ALTA Speaking/Listening

- 10 -12 Superior= Fluent
- 06 - 09 Conversational = Basic
- 05 and below= Fail

SECTION 27. SEVERANCE PAY

The CITY shall provide severance pay for SBEA/MSU employees with five or more years of CITY service who are laid off from employment pursuant to Section 11 of the City Personnel Rules and Regulations as follows:

- a. Employees with five or more years of CITY service who are laid off from employment pursuant to Section 11 of the City Personnel Rules and Regulations shall receive a severance pay in an amount of the employee's base salary for a period of forty-five days after the date of the employees termination; provided, however, in the event the period from the date of giving notice of proposed layoff to the date of termination pursuant to that notice is greater than thirty days then the days for which severance pay is received shall be reduced by one day for each day the notice period exceeds thirty days, and further provided that the minimum amount of severance pay shall be equivalent to thirty days base salary. Severance pay shall cease if the employee obtains employment prior to the expiration of the severance pay period. If the employee obtains unemployment insurance benefits, the amount of severance pay shall be limited to the difference between the employee's base salary and the amount of the unemployment insurance benefit payment.
- b. Severance pay shall be payable in installments. The first installment shall be made on the second Friday following the date of termination. Subsequent payments shall be at two-week intervals thereafter.

- c. An employee shall provide the CITY with a certification of continuing eligibility to receive severance pay and receipt or non-receipt of unemployment insurance benefits prior to each severance pay installment. The certification shall be under penalty of perjury.
- d. In addition to the severance pay, the CITY will continue to pay the monthly premium for health, dental and vision insurance paid by the CITY on the date of termination in order to continue coverage for a period of 90 days from the date of termination.
- e. An employee receiving severance pay shall not be considered to be an employee of the CITY after the date of termination. Severance pay shall not be considered salary for the purposes of the Public Employees Retirement System.
- f. Employees who are subject to layoff because the exercise of "bumping" or "retreat" rights by another employee pursuant to Section 11 of the Personnel Rules and Regulations shall receive the same notice of layoff and shall have the same rights to bump less senior employees as the employee originally receiving the notice of proposed layoff.

SECTION 28. SAFETY COMMITTEE

The employees represented by SBEA/MSU, shall have the right to appoint one employee member to the Safety Committee. The appointment shall be subject to the approval of the City Manager, which approval shall not be unreasonably withheld.

SECTION 29. SAFETY PROVISIONS

a. Sunglasses

The CITY shall provide one pair of sunglasses to each Marine Safety represented employee or will reimburse said employees an amount not to exceed one hundred fifty dollars (\$150.00) per year, for the employee's purchase of one pair of sunglasses.

b. Sunscreen

The CITY will purchase, in bulk, sunscreen and provide such sunscreen on an as needed basis to all CITY employees who perform work outdoors.

SECTION 30. TUITION REIMBURSEMENT

Each full-time permanent SBEA-MSU member who has completed the probationary period shall be eligible for tuition reimbursement up to \$2,000 per fiscal year in tuition reimbursement for college level courses or additional training, or when such courses or training are required to obtain or maintain a job-related certificate, or any other course previously approved by the Marine Safety Captain. All classes would require prior approval from the Marine Safety Captain and as authorized by the City Manager for the employee to receive any reimbursement. The employee shall be reimbursed for fees and/or tuition only upon conclusion of each individual course with a grade of "C" or better or successful completion of courses that do not assign grades. Proof of satisfactory completion and payment must be provided.

SECTION 31. REOPENER

During the duration of this MOU the City will reopen negotiations to discuss the following items for citywide implementation:

- a. New City Personnel Rules & Regulations

SECTION 32. SAVINGS CLAUSE

If any provisions of this MOU should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

In the event of invalidation of any provisions, the CITY and the Association agree to meet within thirty (30) days of notice by either to the other for the purpose of renegotiating said provision.

SECTION 33. SEVERABILITY

It is understood and agreed that this MOU is subject to all current and future applicable federal and state laws, or federal and state regulations. If any part or provision of this MOU is in conflict or inconsistent with such laws, rules, and regulations, or is otherwise held to be invalid or unenforceable by a tribunal or competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOU shall not be affected.

SECTION 34. TERM

The term of this agreement shall commence on July 1, 2021, subject to formal approval by the City Council, and shall expire at 12:00 a.m. (midnight) on June 30, 2023.

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APPENDIX A

SBEA/MSU represents that this Memorandum of Understanding has been duly ratified by its membership. Following approval by the City Council, its terms and conditions shall be implemented by appropriate ordinance, resolution, or other appropriate lawful action.

CITY:

SBEA/MARINE SAFETY UNIT:

By: _____

GREGORY WADE, CITY MANAGER

Date: _____

By: *Greg Uruburu*
Greg Uruburu (Jul 7, 2021 08:37 PDT)

GREG URUBURU, SBEA-MSU

Date: Jul 7, 2021

By: *Robert D. McPhee*
Robert D. McPhee (Jul 6, 2021 16:11 PDT)
ROB MCPHEE, SBEA/MSU

Date: Jul 6, 2021

By: *Joseph Pennell*
Joseph Pennell (Jul 6, 2021 16:09 PDT)
JOSEPH PENNELL, SBEA/MSU

Date: Jul 6, 2021

By: *Evan Mason*
Evan Mason (Jul 7, 2021 12:49 PDT)
EVAN MASON, SBEA/MSU

Date: Jul 7, 2021

APPROVED AS TO LEGAL FORM:

CITY COUNCIL:

By: _____
JOHANA N. CANLAS
CITY ATTORNEY

By: _____
LESA HEEBNER
MAYOR

Date: _____

Date: _____

ATTEST:

By: _____
ANGELA IVEY
CITY CLERK

Date: _____

APPENDIX B

**SALARY SCHEDULE EFFECTIVE FIRST FULL PAY PERIOD IN JULY 2021 SOLANA
 BEACH EMPLOYEES' ASSOCIATION,
 MARINE SAFETY UNIT**

FY 2021/2022

**MARINE SAFETY EMPLOYEES
 SALARY SCHEDULE 4
 JULY 2, 2021**

Pay Grade	Job Classification	Hourly						Monthly					
		Step A	Step B	Step C	Step D	Step E	Step F	Step A	Step B	Step C	Step D	Step E	Step F
Marine Safety 106A	Marine Safety Sergeant	\$ 29.49	\$ 30.96	\$ 32.51	\$ 34.14	\$ 35.85	\$ 37.64	\$ 5,111.58	\$ 5,367.16	\$ 5,635.52	\$ 5,917.30	\$ 6,213.16	\$ 6,523.82
Marine Safety 125A	Marine Safety Lieutenant	\$ 35.63	\$ 37.42	\$ 39.29	\$ 41.25	\$ 43.31	N/A	\$ 6,176.65	\$ 6,485.48	\$ 6,809.75	\$ 7,150.24	\$ 7,507.75	N/A

**SALARY SCHEDULE EFFECTIVE FIRST FULL PAY PERIOD IN JULY 2022
 SOLANA BEACH EMPLOYEES' ASSOCIATION,
 MARINE SAFETY UNIT**

FY 2022/2023

**MARINE SAFETY EMPLOYEES
 SALARY SCHEDULE 4
 JULY 2022**

Pay Grade	Job Classification	Hourly						Monthly					
		Step A	Step B	Step C	Step D	Step E	Step F	Step A	Step B	Step C	Step D	Step E	Step F
Marine Safety 110A	Marine Safety Sergeant	\$ 30.67	\$ 32.20	\$ 33.81	\$ 35.50	\$ 37.28	\$ 39.14	\$ 5,316.05	\$ 5,581.85	\$ 5,860.94	\$ 6,153.99	\$ 6,461.69	\$ 6,784.77
Marine Safety 129A	Marine Safety Lieutenant	\$ 37.06	\$ 38.91	\$ 40.86	\$ 42.90	\$ 45.05	N/A	\$ 6,423.71	\$ 6,744.90	\$ 7,082.14	\$ 7,436.25	\$ 7,808.06	N/A












FINAL - CLEAN -2021-2023 MSU MOU

Final Audit Report

2021-07-07

Created:	2021-07-06
By:	Pouneh Sammak (psammak@cosb.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy8SLT6WTHpG1kZOgfHdwWUMJfrQavGFg

"FINAL - CLEAN -2021-2023 MSU MOU" History

-  Document created by Pouneh Sammak (psammak@cosb.org)
2021-07-06 - 10:19:45 PM GMT- IP address: 64.98.196.2
-  Document emailed to Joseph Pennell (jpennell@cosb.org) for signature
2021-07-06 - 10:22:05 PM GMT
-  Email viewed by Joseph Pennell (jpennell@cosb.org)
2021-07-06 - 11:06:58 PM GMT- IP address: 64.98.196.2
-  Document e-signed by Joseph Pennell (jpennell@cosb.org)
Signature Date: 2021-07-06 - 11:09:09 PM GMT - Time Source: server- IP address: 64.98.196.2
-  Document emailed to Robert D. McPhee (rmcphee@cosb.org) for signature
2021-07-06 - 11:09:11 PM GMT
-  Email viewed by Robert D. McPhee (rmcphee@cosb.org)
2021-07-06 - 11:10:47 PM GMT- IP address: 64.98.196.2
-  Document e-signed by Robert D. McPhee (rmcphee@cosb.org)
Signature Date: 2021-07-06 - 11:11:31 PM GMT - Time Source: server- IP address: 64.98.196.2
-  Document emailed to Greg Uruburu (guruburu@cosb.org) for signature
2021-07-06 - 11:11:33 PM GMT
-  Email viewed by Greg Uruburu (guruburu@cosb.org)
2021-07-07 - 3:35:09 PM GMT- IP address: 64.98.196.2
-  Document e-signed by Greg Uruburu (guruburu@cosb.org)
Signature Date: 2021-07-07 - 3:37:15 PM GMT - Time Source: server- IP address: 64.98.196.2
-  Document emailed to Evan Mason (emason@cosb.org) for signature
2021-07-07 - 3:37:17 PM GMT

MARINE SAFETY EMPLOYEES
 SALARY SCHEDULE 4
 JULY 2, 2021

			Hourly						Monthly					
Pay Grade		Job Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step A	Step B	Step C	Step D	Step E	Step F
Marine Safety	106A	Marine Safety Sergeant	\$ 29.49	\$ 30.96	\$ 32.51	\$ 34.14	\$ 35.85	\$ 37.64	\$ 5,111.58	\$ 5,367.16	\$ 5,635.52	\$ 5,917.30	\$ 6,213.16	\$ 6,523.82
Marine Safety	125A	Marine Safety Lieutenant	\$ 35.63	\$ 37.42	\$ 39.29	\$ 41.25	\$ 43.31	N/A	\$ 6,176.65	\$ 6,485.48	\$ 6,809.75	\$ 7,150.24	\$ 7,507.75	N/A

SIDE LETTER OF AGREEMENT
between the City of Solana Beach
and the Solana Beach Fire Association

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

WHEREAS, the Solana Beach Fire Association ("SBFA") is the exclusive bargaining agent and representative of the City's Fire employees; and

WHEREAS, the City and the SBFA entered into a Memorandum of Understanding effective July 1, 2018 through June 30, 2022 ("MOU"); and

WHEREAS, pursuant to the MOU, the SBFA membership was scheduled to receive a 2% salary increase ("Salary Increase") on July 1, 2020; and

WHEREAS, pursuant to the MOU, the SBFA membership was scheduled to receive a 5% increase to their Flex Credit allowance ("Flex Credit Increase") on July 1, 2020; and

WHEREAS, the City and the SBFA reached an agreement regarding revisions to the MOU; and

WHEREAS, the SBFA membership has agreed to postpone the Salary Increase and Flex Credit Increase (together the "Increases") for six (6) months; and

WHEREAS, the SBFA membership has agreed that when the Increases are implemented, they will not be retroactively applied; and


WHEREAS, this agreement shall serve as a Side Letter Agreement to the MOU; and

NOW THEREFORE, the City and the SBFA mutually agree as follows:


1. The Increases will not be implemented for the first six (6) months of Fiscal Year (FY) 2020/21 and the salary increases will be implemented on the first full pay period in January 2021 (pay period ending January 15, 2021) and the flex credit increases on January 1, 2021
2. The Salary and Flex Credit Increases will not be retroactive to the beginning of FY 2020/21.
3. All other terms and conditions of the MOU from July 1, 2018 through June 30, 2022 shall remain in full force and effect.

Executed in Solana Beach, California by:


SBFA:


Eric Phillips (Jul 9, 2020 13:57 PDT)
ERIC PHILLIPS, SBFA President

Jul 9, 2020
DATE


CARSON HOGAN, SBFA

07/09/2020
DATE


RYAN PESTER, SBFA

7/8/20
DATE

City of Solana Beach:


DAN KING, Assistant City Manager

7/13/20
DATE

MEMORANDUM OF UNDERSTANDING

CITY OF SOLANA BEACH AND SOLANA BEACH FIRE ASSOCIATION

July 1, 2018 through June 30, 2022



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF SOLANA BEACH
AND
THE SOLANA BEACH FIREFIGHTERS' ASSOCIATION
July 1, 2018 through June 30, 2022**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SOLANA BEACH
AND
THE SOLANA BEACH FIREFIGHTERS' ASSOCIATION**

SECTION 1 - PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into pursuant to Solana Beach Resolution No. 92-52 (Employer-Employee Relations Resolution), and applicable State law between the designated management representatives of the City of Solana Beach (CITY), and the Solana Beach Firefighters' Association (SBFA), the Recognized Employee Organization (under Solana Beach Resolution No. 92-52) for certain full-time fire department safety employees represented herein.

This MOU is the result of good faith negotiations regarding wages, hours and other terms and conditions of employment under the provisions of the California Meyers-Milias-Brown Act. The parties to this MOU hereto have met and conferred in good faith exchanging various proposals in an attempt to reach agreement. The parties affirm their mutual commitment to the goals of effective and efficient public service, high employee morale, sound and responsible management of CITY business, and amicable employer-employee relations. The parties encourage the highest possible degree of friendly cooperative relationships between their respective representatives at all levels and with and between all employees.

All provisions in this MOU constitute the entire understanding between the parties regarding the subject provisions. Provisions wherein this MOU is silent, the City's Personnel Rules and Regulations prevail. There are no Special Departmental Policies that supersede the issues addressed by this MOU, unless signed by the City Manager at the time of MOU Adoption. Any subsequent Departmental Policies affecting aspects of provisions contained in this MOU directly or indirectly related to compensation must be authorized and signed by the City Manager and made part of the MOU as a side letter.

SECTION 2 - RECOGNITION

Pursuant to Solana Beach Resolution No. 92-52 (Employer-Employee Relations Resolution), and applicable State law, the CITY acknowledges SBFA as the Recognized Employee Organization for fire department safety employees in the classifications of Firefighter/Paramedic, Fire Engineer, Fire Captain, and Shift Fire Captain, and all provisions of the MOU shall apply to said classifications.

Nothing in this Article is intended to amend, alter, modify or supersede the provisions of Resolution No. 92-52, the rights of employees there under, or the rights of individual employees under the provisions of the Meyers-Milias-Brown Act.

SECTION 3 - APPROVAL BY THE CITY COUNCIL

This MOU constitutes a mutual recommendation to be jointly submitted to the City Council for its consideration and approval. If this MOU is approved by the City Council, the CITY will act in a timely manner to implement the changes to ordinances, resolutions, rules, policies, practices and procedures, if any, contemplated by this MOU.

Upon approval by the City Council, this MOU, along with the Solana Beach Personnel Rules and Regulations (as existing on the date of this MOU or as modified by or pursuant to this MOU), Fire Department Policies and Directives (as existing on the date of this MOU or as modified by or pursuant to this MOU), and other Policies or Directives established by the CITY (as existing on the date of this MOU or as modified by or pursuant to this MOU) will govern the wages, hours and terms and conditions of employment of the employees represented by the SBFA, subject to the provisions and limitations of Chapter 2.44 (Personnel System) of the Solana Beach Municipal Code.

SECTION 4 - AUTHORIZED AGENTS/REPRESENTATIVES

The CITY'S principal authorized agent shall be the City Manager or the City Manager's authorized representative, unless a particular officer or employee is specifically designated in connection with the performance of a specific function or obligation set forth in the MOU. The SBFA's principal authorized agent shall be its president or a duly authorized designee of the president.

SECTION 5 - BENEFIT PLAN

All permanent employees in this Unit shall be entitled to receive health, dental and vision insurance in accordance with the group insurance policies acquired by the CITY.

- Effective July 1, 2018 through June 30, 2019, the CITY will contribute a monthly health insurance allowance up to a maximum of \$1,500 per month, per full-time employee, toward the medical, dental, and vision insurance options offered through the CITY's Flexible Benefit Plan.
- Effective July 1, 2019 through June 30, 2020, there will be no increase to the monthly health insurance allowance and the amount will remain up to a maximum of \$1,500 per month. All previous terms apply.
- Effective July 1, 2020 through June 30, 2021, the City will increase the maximum monthly health insurance allowance by 5% from \$1,500 to a maximum of up to \$1,575 per month, per full-time employee, toward the medical, dental, and vision insurance options offered through the CITY's Flexible Benefit Plan. All previous terms apply.
- Effective July 1, 2021 through June 30, 2022, there will be no increase to the monthly health insurance allowance and the amount will remain up to a maximum of \$1,575 per month. All previous terms apply.

- All wages, benefits, hours, terms, and conditions of employment listed in this MOU will continue until June 30, 2022 and thereafter until a new agreement is reached.

Opt-Out/Cash Back Provisions:

Employees hired prior to July 1, 2018:

- 1) Employees who do not enroll in the medical, dental or vision insurance plans provided by the City (“opt-out”) will receive \$1,293 cash back per month. Employees who opt-out of plans provided by the City must provide proof of other “minimum essential group medical insurance coverage” to the Human Resources Manager, as set forth below.
- 2) Employees who either:
 - a) Do not enroll in the medical insurance plan provided by the City and enroll in either the dental or vision plans provided by the City; or
 - b) Enroll in medical and dental or vision plans provided by the City where the total monthly health insurance premiums cost less than \$1,293will receive the difference between \$1,293 and their total monthly insurance premiums for medical, dental, and vision plans provided by the City.
- 3) No cash back will be provided to employees whose total monthly insurance premiums for medical, dental, and vision plans provided by the City exceed \$1,293.

Employees hired on or after July 1, 2018:

- 1) Employees who do not enroll in the medical, dental or vision insurance plans provided by the City (“opt-out”) will receive \$475 cash back per month. Employees who opt-out of plans provided by the City must provide proof of other “minimum essential group medical insurance coverage” to the Human Resources Manager, as set forth below.
- 2) Employees who either:
 - a) Do not enroll in the medical insurance plan provided by the City and enroll in either the dental or vision plans provided by the City; or
 - b) Enroll in medical and dental or vision plans provided by the City where the total monthly health insurance premiums cost less than \$475will receive the difference between \$475 and their total monthly insurance premiums for medical, dental, and vision plans provided by the City.

- 3) No cash back will be provided to employees whose total monthly insurance premiums for medical, dental, and vision plans provided by the City exceed \$475.

The CITY will make available medical, dental, and vision insurance plans for SBFA employees. The City also provides for employee participation in Health Care and Dependent Care Flexible Spending Accounts. The Flexible Spending Accounts are established under Section 125 of the Internal Revenue Code and will be administered by a third party administrator (TPA).

All employees must either elect medical insurance for employee only or provide satisfactory proof of other minimum essential group medical insurance coverage through a non-CITY plan. The CITY's Human Resources Department will be responsible for approving an employee's proof of health coverage. After the CITY's initial verification of employee coverage under another non-CITY medical plan, the Human Resources Department will request proof of coverage as often as deemed necessary to ensure an employee's continued medical insurance coverage. All costs of insurance coverage for the employee or dependents in excess of the CITY contribution shall be borne by the employee.

All Cafeteria Plan elections must be made on forms approved by the Human Resources Department Elections must be made prior to the beginning of the Plan year and must remain in effect unless there is a qualifying event as defined under IRS regulations and the City of Solana Beach Flexible Benefit Plan, and approved by the Human Resources Department.

SECTION 6 - CALL BACK

Employees shall be entitled to call back pay as provided in the City Personnel Rules and Regulations.

Call back work is defined as work required by management of an employee who, following completion of the employee's work day or work week and departure from employee's work site, is unexpectedly ordered to report back to duty to perform necessary work.

Employees who are called back shall receive a minimum of three (3) hours compensation at time and one half.

Whenever an employee is called back, the employee shall receive the minimum provided or pay for hours actually worked, whichever is greater.

Hours worked shall be calculated beginning at the time the call back is received by the employee and ending when the employee is relieved of duty.

If an employee, who is called back to work and has completed his/her assignment and left work, is called back to work, he/she shall not receive another minimum if the time return is within the previous call back minimum.

Stand-by time as provided under Section 9.03 D of the Personnel Rules shall not apply to employees covered by this MOU.

SECTION 7 - CAREER PATH

The career path for the fire department shall be: Firefighter/Paramedic, Engineer, Fire Captain, Shift Fire Captain, Battalion Chief, Deputy Fire Chief, and Fire Chief. The Fire Chief shall determine the job qualifications and duties for the positions within the career path, with the exception of the Fire Chief position, according to the management rights provisions of this MOU. To the extent that a change in the job qualifications and duties implicates negotiable matters, the City will negotiate said changes with the Association, as required by law. Nothing in the career path shall be construed as requiring the CITY to promote or hire any employee, or as precluding any lawful method for the selection of employees.

The City's salary schedule shall maintain a 5% separation between the Firefighter/Paramedic classification and the Engineer classification.

SBFA acknowledges that the CITY intends to retain a compensation differential of 2% between the Fire Captain and Shift Fire Captain ranges, and to base salary comparisons on the Fire Captain position.

SECTION 8 - CITY MANAGEMENT RIGHTS

The CITY retains and has the exclusive decision-making authority to manage municipal services and the work force performing those services so long as the CITY exercises that exclusive authority in conformity with the express provisions of this MOU.

Subject only to the provisions of this MOU, the CITY has the exclusive decision-making authority to:

- (a). Determine and modify the organization of CITY government and its constituent work units;
- (b). Determine the nature, standards, levels and mode of delivery of services to be offered to the public, provided, however, should the City determine to change the mode of delivery of services to be offered to the public, it shall first notify SBFA and if an effect on represented employees is identified, shall meet and confer with SBFA regarding the effect of such decision on represented employees;
- (c). Determine the budget for the CITY and its respective departments, to allocate funds and resources and determine revenue sources;
- (d). Determine methods, means, and the numbers and kinds of personnel by which services are to be provided;
- (e). Determine whether goods or services shall be made, purchased or contracted for, provided, however, should the CITY determine to contract out bargaining unit work, it shall first meet and confer with SBFA

regarding the effect of such decision on represented employees;

- (f). Determine employee work assignments, including scheduling and assignment of work and overtime;
- (g). Establish employee performance standards and require compliance therewith;
- (h). Promote or hire employees and establish job qualifications, descriptions and requirements;
- (i). Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees subject to the provisions of the City's Personnel Rules and Regulations;
- (j). Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons;
- (k). Implement rules, regulations and directives consistent with law and the provisions of this MOU;
- (l). Take all necessary actions to protect the public health, safety and welfare in emergencies.

The manner in which the CITY exercises any of the rights under this paragraph shall not be subject to any grievance procedures.

SECTION 9 - EMPLOYEE RIGHTS

As a result of this MOU, no person shall be favored or discriminated against by either the CITY or SBFA, to the extent provided by law because of political or religious opinions or affiliations, race, national origin, age, sex, sexual orientation or disability.

Neither the CITY nor SBFA shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this MOU because of the exercise of rights to engage or not engage in SBFA activity or because of the exercise of any right provided to employees by this MOU or the Meyers-Milias-Brown Act.

Nothing in this MOU shall be construed as a waiver of any of the following rights of individual employees which may be exercised in compliance with applicable laws, ordinances and rules and regulations:

- (a). The right to form, join and participate in the activities of employee organizations of the employee's own choosing for the purpose of representation on matters of employer/employee relations or not to join or participate in the activities of any organization as provided in Solana Beach Resolution No. 92-52. All employees have a right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations, with respect to his or her

membership or non-membership in any employee organization.

- (b). Pursuant to the Meyers-Milias-Brown Act, the right to represent himself or herself individually in employer/employee relations with the CITY or to be represented through a representative designated by the employee.
- (c). The right to review his or her individual personnel file during regular business hours, and at times convenient to the employee and Human Resources. The employee must give written notification of the request at least twenty-four (24) hours in advance to the Human Resources Department.

As the recognized employee organization, SBFA has the following rights which the CITY hereby recognizes:

- (a). To govern its internal affairs;
- (b). To use bulletin boards at CITY offices in locations convenient to SBFA and approved by the City Manager. SBFA shall have exclusive control over the material placed on the bulletin boards designated for its use; provided, however, that SBFA agrees to not post, and to immediately remove any unauthorized material, which is defamatory, violates CITY policies designed to assure a workplace free from harassment or discrimination, violates rules relating to political advocacy in the workplace, or violates any state or federal law;
- (c). To use, with prior approval of the City Manager, CITY facilities for off-duty meetings of SBFA members; provided, however that use of CITY equipment or supplies other than incidental use during such meetings of items normally used at business meetings such as desks, chairs, blackboards, dry boards, and similar items is prohibited;
- (d). To have reasonable access during working hours to members of SBFA for the purposes of providing representation and consultation; provided, however, that such access shall be subject to the approval of the Fire Chief in order to ensure no interference with the convenient operation of the Department and further provided that personal visits by business agents or representatives shall be subject to reasonable prior notice to the Chief;
- (e). To have up to two of its members designated as representatives for the purposes of meeting and conferring with the CITY and to have those members provided with reasonable time off without loss of pay, during scheduled work hours, when those representatives are meeting and conferring with representatives of the CITY on matters within the scope of representation.

A SBFA representative shall be allowed to be present, at the request of any represented employee, during any hearing or meeting regarding discipline or a grievance:

- (a). SBFA may designate one employee representative to assist an employee in preparing and presenting materials for disciplinary or grievance procedures. The designated employee representative shall be allowed

reasonable release time from regularly scheduled duties for the purpose of investigating and preparing material for such procedures. Supervisors shall be given at least one-day prior written notice in the event release time is requested, unless the supervisor agrees otherwise. Employee representatives, who investigate, prepare, or present materials during off-duty time shall do so on their own time and shall not be considered to be working. Employee representatives and employees who attend personnel hearings during their off-duty time shall do so on their own time and shall not be considered to be working. If an employee who would otherwise be off-duty during the time of a personnel hearing is subpoenaed or ordered to attend the hearing, then the employee shall be considered to be working during the time the employee is in at the hearing in response to the order or subpoena.

- (b). A designated employee representative requesting time off under this Section shall direct the request to the Chief in writing within a reasonable time before the date requested. The Chief shall respond to the request as soon as feasible, but not later than 5:00 p.m. on the next business day following the request. The request may be denied only if the Chief determines that it would unreasonably interfere with departmental staffing or sufficient coverage of departmental assignments. If the Chief does not respond to the request within the time provided by this Section, the City Manager may grant the release time. If the Chief or Manager does not grant the release time because of workload or other scheduling reasons, the Chief or Manager shall give notice to the employee of a date or dates when the release time will be provided.

SECTION 10 - FULL UNDERSTANDING, MODIFICATION, WAIVER

It is the intent of the parties that this MOU set forth the full and entire understanding of matters agreed to upon conclusion of the meet and confer sessions that resulted in this MOU. Any other matters not contained herein that were or could have been addressed during the meet and confer sessions are superseded and terminated in their entirety. This MOU may not be amended except by a writing executed by the parties after appropriate negotiations.

During the term of this MOU neither party shall be required to negotiate with the other regarding changes or modifications of the MOU, except as defined and agreed to with respect to re-opener clauses. If during the term of this MOU it becomes necessary for either party to propose changes in matters within the scope of representation and not covered by this MOU, then the party proposing the change shall give written notice to

the other party of the proposed change and request consultation or meeting and conferring as appropriate. The party to whom the request is made shall indicate within ten days of receipt of the written notice, in writing, whether they approve of the change as proposed or whether the party desires to consult or meet and confer. If the party desires consultation or meeting and conferring, the parties shall meet promptly in an earnest effort to reach a mutually satisfactory resolution of the matter as quickly as possible. Failure by SBFA to request consultation or meeting and conferring shall not be deemed approval of any action taken by the CITY, but only as a waiver of the right to consult or meet and confer.

Nothing in this MOU shall be construed to limit the authority of the CITY to make changes required to respond to an emergency. However, the CITY shall notify SBFA of such changes as soon as reasonably feasible. Emergency changes shall not extend beyond the period of emergency. "Emergency" means an unforeseen circumstance requiring immediate implementation of the change.

The consent to, or waiver of, any breach, provision or condition of this MOU shall not constitute a precedent in the future enforcement of any or all of the provisions of this MOU, nor a consent to, or waiver of, any future breach, provision or condition, unless otherwise expressly stated to the contrary in writing.

SECTION 11 - LEAVE PROVISIONS

SBFA agrees to abide by City's Administrative Policy #31, Vacation, Sick Leave, and Other Leaves Use and Accrual.

Section 11.1 Vacation

Paid vacation shall be accrued on an hourly basis as follows:

<u>Months of Employment</u>	<u>Accrued Hours</u>
12 – 36 completion months	112 hours/year <u>or</u> 4.308 hours/pay period
37 – 120 completion months	168 hours/year <u>or</u> 6.461 hours/pay period
121+ completion months	224 hours/year <u>or</u> 8.616 hours/pay period

Full-time employees shall be entitled to earn and use vacation time according to the provisions of the City Personnel Rules and Regulations and the Fire Department Vacation Policy as amended as of the date of this MOU.

Section 11.2 Sick Leave

Fire employees who regularly work a schedule that averages 56 hours per week shall accrue sick leave at the rate of 7.385 hours per biweekly pay period. There shall be no limit to the amount of sick leave that an employee may accumulate.

Full-time employees shall be entitled to earn and use sick leave according to the provisions of the City Personnel Rules.

Sick Leave Conversion: Personnel Rules and Regulations Section 10.02(E) will be revised to reflect that 40 hours of sick leave may be converted to vacation leave when an employee has not used up more than 40 hours of sick leave during the previous year. All other provisions and requirements regarding Sick Leave will remain unchanged.

Section 11.3 Holiday

Holidays and holiday pay are generally governed by the City Personnel Rules and Regulations. However, because employees subject to this MOU are required to work shifts to provide full time fire protection services, each fire department safety employee working shift work shall receive an annual total of 122 hours of Holiday-in-Lieu payable in equal installments each two-week pay period. Holiday-in-Lieu is considered "Special Compensation" by CalPERS and California Code of Regulations (CCR) 571(5) defines "Holiday Pay" as additional compensation for employees who are normally required to work on an approved holiday because they work in positions that require staffing without regards to holidays. Therefore, CalPERS considers Holiday Pay as pensionable compensation.

Section 11.4 Bereavement Leave

Bereavement Leave is generally granted so an employee does not have the shock of a death in the immediate family compounded by the loss of pay. All hours of Bereavement Leave will count as hours worked for the purposes of FLSA calculations.

Section 11.4.1 Immediate and Extended Family Definitions

Members of the immediate family are defined as an employee's spouse, registered domestic partner, children, father, mother, brothers, sisters, father-in-law, mother-in-law, brothers-in-law, sisters-in-law, fiancés and grandparents.

Members of the extended family are defined as an employee's aunts, uncles, and first cousins.

Section 11.4.2 Bereavement Policy

SBFA Members will be granted reasonable bereavement time off without the loss of pay, as follows:

When a death occurs in an employees' immediate family (as defined in Section 11.4.1), a shift employee will be allowed up to two (2) shifts with pay for the emergency. A day shift employee will be allowed up to five (5) work days with pay for the emergency. The Fire Chief shall have discretion to grant or deny the written request of a shift employee for up to two (2) additional shifts of paid bereavement leave for the death of an immediate family member.

When a death occurs in an employee's extended family, (as defined in Section 11.4.1), day shift employees will be allowed four (4) days of paid bereavement leave and shift employees will be allowed two (2) shifts of paid bereavement leave.

Section 11.5 Witness Duty

Notwithstanding the Witness Duty Section of the City of Solana Beach Personnel Rules and Regulations Manual, if an employee is required by subpoena to appear in court on a matter arising out of the course and scope of their employment, at a time other than a regular work shift of the employee, the employee shall be entitled to one additional hour of compensation in lieu of travel time.

Section 11.6 Union Leave

During the month of January (February will be allowed for 2017 due to the execution date of this MOU), employees may voluntarily donate up to four (4) hours of Vacation per calendar year to a Union Time Bank to be used by Employees to attend activities such as conferences, educational opportunities, and related union business as verified and authorized by the President of the

Association (or his/her designee) and approved by the City Manager (or his/her designee). Such time shall not be considered City work time, but rather, off-duty time engaged in voluntary union business activities. The use of such leave time shall be considered hours worked for the purposes of calculating overtime under the FLSA. The maximum amount of Union Leave hours permitted to count as time worked for the purposes of calculating overtime is limited to no more than eight (8) hours per employee per day.

Donated leave time shall be converted at the employee's current hourly rate. Unused hours placed in the bank will carry over to the next calendar year.

In the event there are insufficient hours in the bank to cover the employee's time attending union business activities, the employee is required to obtain advance approval from the Fire Chief and City Manager for paid or unpaid leave to cover any absence from work.

The Association indemnifies and holds the City of Solana Beach harmless from any claims of any kind arising from the use of these hours. An employee paid with these hours is not considered working or performing duties within the scope of his/her position for the City of Solana Beach.

Section 11.7 Special Leaves of Absence Without Pay

An employee who has been employed by the CITY for at least 12 months and who has been employed for at least 1250 hours of service during the 12-month period immediately preceding the commencement of leave shall be entitled to a leave or leaves of absence, without pay, with right to return to the position, as

specified by the Family Leave and Medical Act of 1993 (California Government Code 12945.2) and California Family Rights Act or other such provisions by Federal and State Statute.

SECTION 12 - LIFE INSURANCE

The CITY shall provide life insurance coverage through group policy acquired by the CITY for all CITY employees with basic coverage at an amount equal to the employee's annual base salary.

SECTION 13 - NEGOTIATIONS FOR A SUCCESSOR AGREEMENT

Negotiations for a successor MOU shall begin by the submission by either party of a proposal or a written request to meet and confer not later than March 1, 2022.

If a proposal or request is submitted, meet and confer sessions shall begin by March 15, 2022, and shall continue until an agreement is reached or until an inability to reach agreement (impasse) is declared. The parties agree to use good faith efforts to conclude meet and confer sessions before June 30, 2022.

If neither party submits a proposal or request to meet and confer, the wages, hours and terms and conditions of employment of this MOU shall automatically continue in full force and effect for an additional one-year term. In the event of such automatic extension, the time for exchanging proposals and opening negotiations as set forth in this Article shall be adjusted accordingly. This process of automatic extensions in the event of a failure by either party to submit a proposal or written request to meet and confer may continue from year to year.

SECTION 14 - OVERTIME

Employees shall be entitled to overtime pay or compensatory time off in lieu of overtime pay as provided in Section 9.02 of the City's Personnel Rules and Regulations and as specified below, provided that, pursuant to Personnel Rule Section 1.06, the provisions of the MOU shall prevail over the Personnel Rules in the event of a conflict. Nothing in this MOU or the Personnel Rules and Regulations shall be construed as guaranteeing that overtime work will be available.

Definitions:

Work Period

The FLSA "Work Period" for members of the Solana Beach Firefighter's Association shall be defined as a 24-day work-period cycle coinciding with the 24-day Firefighter's Shift Schedule. The parties understand that the City's adoption of the aforementioned 24-day, 182-hour work period pursuant to Section 7(k) of the Fair Labor Standards Act remains in full force and effect through the term of the MOU. However, overtime entitlements will be based on the criteria set forth in the next section entitled "Calculation of Overtime".

Calculation of Overtime

Overtime shall be calculated based on a 24-day, 182-hour work period and overtime shall be paid for all hours worked over 182 hours per work period. Employees shall

receive payment for 112 hours worked at the employee's base rate of pay (as reflected in the City's salary schedule) every two weeks on the City's regularly scheduled payday. Employees shall be compensated for any overtime at the employee's base rate plus one-half times the employee's FLSA regular rate of pay. Any overtime shall be paid to employees in the employees' regular bi-weekly check following the prior 24-day work period. The starting and ending dates for each 24-day work-period and the corresponding pay dates for any overtime owed to employees is attached to this MOU as Appendix C.

Paid Leave Considered Time Worked

All paid leave hours will be considered hours worked (with the exception of worker's compensation and leave without pay).

Additionally, all FLSA mandated specialty pays will be annualized for purposes of calculating the FLSA regular rate of pay effective with the 24-day work cycle that begins on July 9, 2018.

Mandated Work (Force Hire)

Mandated Work (Force Hire) time will be paid at the employee's base rate plus one half times the FLSA regular rate of pay and will count as time worked for the purposes of calculating overtime. Mandated Work can only be authorized by the Fire Chief or his/her designee and will be monitored by the City in the following six-month time periods starting from the execution of this MOU: December 2018 and June 2019. If, during any of the designated six month increments, the amount of Mandated Work hours exceeds 5% of the total hours worked, the City reserves the right to reopen the MOU to discuss modifications to this specific provision of the MOU.

Modified Work Schedules

The 24-day work cycle does not apply to employees on a modified work schedule of 40 hours per workweek. During the time an employee is working a modified work schedule, they are not authorized to work overtime (over 40 hours in a work week) without the written permission of the Fire Chief. This applies only while the employee is on a modified work schedule. Once the employee returns to 24-day work-period cycle, the employee may continue to earn overtime based upon the 24-day, 182-hour work period

(as set forth above). The hours worked on the modified work schedule count as hours worked for the purposes of calculating overtime.

Fire Chief Authority and Emergency Provision

In the event of an emergency, the Fire Chief or his designee has the authority to waive any and all requirements for overtime compensation eligibility as specified within this Overtime section of the MOU, in order to require a sufficient amount of employee resources for purposes of staffing during an emergency. The Fire Chief, or his designee, has full authority to grant or deny all overtime and leave requests, in accordance with applicable Department of Labor rules and regulations.

SECTION 15 - PARAMEDIC INCENTIVE PAY and CONTINUING LICENSURE INCENTIVE (CLI) PAY

CLI Pay

The City will continue to provide \$500 per year as Continuing Licensure Incentive (CLI) pay for all SBFA members who maintain an active County Paramedic License. SBFA eligible members must provide the City (Human Resources Department) with evidence of their renewed license each year on the anniversary date of their employment with the City. SBFA eligible members, who provide the appropriate documentation, will receive CLI paid in equal installments each two-week pay period in conjunction with their Holiday-in-Lieu pay.

Paramedic Incentive Pay

Any employee in the rank of Engineer who holds a current Paramedic license will be placed on the Engineer w/Paramedic Cert salary range at the appropriate step resulting in a differential pay of 3% for as long as the Paramedic license is valid or until such time as the employee is promoted to the rank of Captain. This Paramedic Differential Pay will be in addition to their base salary and in addition to their eligibility for Continuing Licensure Incentive (CLI) of \$500 per year and in addition to temporary out- of-class compensation.

Promotion to Captain: If a Firefighter/Paramedic or Engineer/Paramedic is promoted to the rank of Captain, the employee will not be entitled to the 3% Paramedic Differential Pay during the term of this contract.

SECTION 16 - PEACEFUL PERFORMANCE OF CITY SERVICES

No Strike. During the term of this MOU, and any authorized extensions, or subsequent negotiations, neither SBFA nor any represented employee, agents or representatives will instigate, promote, sponsor, engage in, or condone any strike (including any sympathy strike), slowdown, concerted stoppage of work, sick-out, or any other intentional disruption of the operations of the CITY, regardless of the reason for doing so. SBFA recognizes and agrees that the concerted activity described in this paragraph would have a significant adverse impact on the public health, safety and welfare.

Penalty. Any employee engaging in the activity prohibited by "No Strike" under this Article, or who instigates or gives leadership to such activity, shall be subject to discipline, up to and including termination of employment.

No Lockout. During the term of this MOU, the CITY will not instigate a lockout over a dispute with employees so long as there is no breach as stated in this Article. The CITY recognizes and agrees that a lockout would have a significant adverse impact on the public health, safety and welfare.

Association Official Responsibility. Each employee or other person who holds the position of an officer of SBFA occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article; therefore, such employees or other persons agree to inform its members of their obligations under this Article, and to inform them of the penalty for failure to comply.

Enforcement. In the event the CITY is required to enforce the provisions of the Article "Peaceful Performance of City Services," by court action, or in the event that SBFA is required to enforce the provisions of said Article, by court action, a temporary restraining order, preliminary injunction and permanent injunction may be issued.

SECTION 17 - PRIOR AGREEMENTS

The provisions of this MOU shall supersede and replace the provisions of the Memorandum of Understanding last executed between SBFA and the CITY. The benefits and other terms and conditions of employment provided pursuant to the City's Personnel Rules and Regulations shall continue to apply except to the extent modified by this MOU.

SECTION 18 – RE-OPENER

During the term of this MOU, the parties agree to meet to discuss regarding the following terms:

- Fire Management Blended Policies
- Retiree Health Benefit HRA setup

SECTION 19 - RETIREE HEALTH BENEFITS

During the term of this MOU, the City agrees to remain in CalPERS in order to provide healthcare coverage to active employees and retiree healthcare benefits to retired employees. The City agrees to pay Retiree Health Benefits (RHB) as follows:

SBFA members currently employed who retire from the City at a future date, shall receive the following RHB in recognition of their vested rights and service to the City:

SBFA members hired prior to January 1, 2007 shall receive a maximum of \$290.00 per month as a RHB for medical insurance premiums and other eligible health care expenses that will be paid to a Health Reimbursement Arrangement (HRA) account established for the retired employee. The HRA will be administered by a third party administrator (TPA) and the retired employee will be responsible for any monthly account maintenance fee(s).

If the retired employee elects to enroll in the CalPERS Retiree Health Plan, the City will subtract the required minimum PEMCHA contribution amount from the retiree's RBH and pay that amount to CalPERS directly. Any remaining RHB balance will be paid to the retiree as a reimbursement of the required premium for coverage under the CalPERS Retiree Health Plan. The reimbursement will be processed through the HRA.

If the retired employee does not elect to enroll in the CalPERS Retiree Health Plan, the contribution of the retiree's RHB amount will be made to the retiree's HRA account.

SBFA members with a date of hire on or after January 1, 2007, who subsequently retire from the City AND enroll in the CalPERS Retiree Health Plan, will only receive the "minimum" retirement benefit contribution amount required under PEMCHA to offset their CalPERS Retiree Health Plan costs. This amount will be paid to CalPERS directly.

If the retired employee does not enroll in the CalPERS Retiree Health Plan, no Retiree Health Benefit payments will be made to the retiree by the City.

ICMA – RC Retiree Health Savings Account (RHSA)

The City will contribute 2% of each employee's base salary to the current mandatory 1% base salary contribution that SBFA's members contribute to the ICMA – RC Retirement Health Savings Account.

SECTION 20 - RETIREMENT SYSTEM CONTRIBUTIONS

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

A. Employees hired prior to January 1, 2011:

The CITY will continue to provide a three percent at 50 (3% @50) retirement benefit from the California Public Employee Retirement System (CalPERS), with the use of the employee's single highest year salary, for SBFA employees hired on or before December 31, 2010. The employee will pay the entire employee share (9%) of the cost for this benefit.

1. Cost Sharing of Employer Contribution:

- i. Effective the first full pay period in July, 2017, and as soon as the City's contract with CalPERS can be amended, employees will contribute 3% towards the employer's share in addition to the employee paying the entire employee share of 9%, for a total of 12%.

B. For classic employees (as defined by CalPERS) hired on or after January 1, 2011:

Classic employees (as defined by CalPERS) hired on or after January 1, 2011 will be eligible for a two percent at 50 (2% @50) retirement benefit in the California Public Employees Retirement System (CalPERS), with the use of the average of the employee's highest-three-year-salary. These employees will pay the entire employee share (9%) of the cost for this benefit.

1. Cost Sharing of Employer Contribution:

- i. Effective the first full pay period in July, 2017, and as soon as the City's contract with CalPERS can be amended, employees will contribute 3% towards the employer's share of the retirement contribution in addition to the employee paying the entire employee share, for a total of 12%.

C. Employees hired on or after January 1, 2013, and defined by CalPERS as new members:

Employees hired on or after January 1, 2013, considered new members (as defined by CalPERS) will receive the 2.7% at 57 retirement formula, with the use of the average of the employee's highest-three-year-salary. Employees shall pay 50% of the normal cost contribution.

SECTION 21 - SALARY ADJUSTMENT

The parties jointly agree that the following salary increases shall be applicable for the term of this MOU for the SBFA classifications as specified on the salary schedules in Appendix B:

- **Year One (FY 2018/19): effective first full pay period in July 2018**
 - 2.75% salary increase for FF/PM
 - 2.75% salary increase for Fire Engineer
 - 3.25% salary increase for Fire Captain
- **Year Two (FY 2019/20):**
 - 2.5% salary increase for all positions, effective the first full pay period in July 2019
- **Year Three (FY 2020/21):**
 - 2.0% salary increase for all positions, effective the first full pay period in July 2020
- **Year Four (FY 2021/22):**
 - 2.0% salary increase for all positions, effective the first full pay period in July 2021

Pay increases in salary resulting from employee-employer negotiations will be effective on the first full pay period of each July during the term of this MOU, as indicated above.

Pay increases in salary resulting from merit increases will become effective on the employee's anniversary date, as approved by the City Manager and in accordance with the City of Solana Beach Personnel Rules and Regulations.

The proposed salary schedule implementing this Article is attached as Appendix B to this MOU.

- Shift Fire Captain will maintain a 2% salary differential above the Fire Captain classification.
- Fire Engineer with Paramedic Certification will maintain a 3% differential above the Fire Engineer classification.
- Fire Engineer will maintain a 5% differential above the

Firefighter/Paramedic classification.

SECTION 22 - SAVINGS CLAUSE

If any provisions of this MOU should be found invalid, unlawful or unenforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

In the event of invalidation of any of the provisions of this MOU, the SBFA and CITY agree to meet and confer within thirty days of notice by either to the other for the purpose of renegotiating said provision.

SECTION 23 - SEVERABILITY

It is understood and agreed that this MOU is subject to applicable law. In the event any part or provision of this MOU is in conflict or inconsistent with such law, or is otherwise held to be invalid or unenforceable by a court of competent jurisdiction, such part or provision shall be deemed severable and the remainder of this MOU shall not be affected.

SECTION 24 - TEMPORARY ASSIGNMENT

Whenever a temporary vacancy occurs in a higher classification and the Fire Chief determines that the vacant position should be temporarily filled by a current employee, the Fire Chief may assign a qualified, lower-classified employee to temporarily fill the position. Whenever practical, the Fire Chief shall assign employees who have demonstrated ability to perform the duties of the position to which the assignment is made.

Less than 6-hour assignment: It is understood and agreed that temporary assignments for less than 6 hours may be made as part of the normal operation of the department and therefore, no extra compensation shall be paid for temporary assignments of less than 6 hours.

Assignment of 6 hours or more: If an employee is temporarily assigned to a position with a higher pay classification for 6 hours or more, the employee shall be paid at the lowest pay step of the higher classification, but not less than 5%, which shall constitute "Acting Pay." However, Acting Pay for temporary assignment of Fire Captain to Shift Fire Captain, the employee shall be paid at the lowest pay step of the higher classification, but not less than 2%, which should constitute "Acting Pay."

The CITY shall continue the current practice of filling vacancies on a rank for rank basis. If a long-term temporary position becomes available, the City Manager or Fire Chief at his or her discretion may choose a qualified person from the current

active list to fill that position during the time of the vacancy.

If an employee on a current promotional list is temporarily assigned to a higher classification and subsequently promoted while serving in that temporary assignment,

the time worked in the temporary assignment shall be counted towards the probationary time of the employee's new position.

SECTION 25 - PLACEMENT AND HIRE OF NEW AND TEMPORARY SOLANA BEACH EMPLOYEES

If a temporary vacancy occurs due to a specific incident (*), the Fire Chief has the discretion to use a temporary Firefighter to fill the vacant position.

The temporary and/or full time firefighter/paramedic will take part in a new hire orientation program prior to being placed on shift. The content and the duration of the new hire orientation training shall be a minimum of three weeks (56 hours per week) and shall cover OSHA mandated training on injury and accident prevention, Infection Control, Harassment policies, and mandatory Personal Protective Equipment ensemble and SCBA fit testing. Additional training topics may be added and topics deleted as deemed necessary. Any additional orientation training time will be at the recommendation of the Fire Chief and approval of the City Manager on a case-by-case basis.

An example of the basic outline of the orientation to fulfill the adopted philosophy and to cover additional non-mandated information would include new employee operational readiness, such as employee benefits and basic procedural operations, prior to placement on shift as a firefighter/paramedic.

The order, content, and schedule of the training may be modified as deemed necessary by the Fire Chief in order to meet training objectives.

Following the new orientation program, if the temporary employee is deemed qualified to perform the duties of the position, the Public Safety Director/Fire Chief has the discretion to extend the use of the temporary employee as appropriate and necessary to provide emergency services. If at any time the temporary employee is deemed unqualified and the temporary appointment terminated, the new vacancy created by the termination will be deemed a new incident for purposes of providing in-house shift availability.

Definitions:

Incident: An incident is defined as a vacancy resulting in the absence of an employee. If the incident is due to a personal or family injury or illness, once the employee is returned to full duty or returns to work for 45 days, the specific incident is considered closed. Any new absences for the same employee would be considered a new incident and follow the use of Temporary "Part-time" Employees as defined in Personnel Rules and Regulations Section 2.50.

Qualified Employee: A qualified employee must meet the minimum qualifications as specified in the appropriate Classification Specification.

SECTION 26 - TERM

The term of this MOU shall commence on July 1, 2018, subject to formal approval by the City Council, and shall expire at 12:00 a.m. (midnight), on June 30, 2022.

SECTION 27 - TOBACCO USE

Use of tobacco or tobacco products by any employee of the Fire Department whether on or off duty is prohibited.

SECTION 28 - TUITION REIMBURSEMENT

Each full-time permanent SBFA member who has completed the probationary period shall be eligible for tuition reimbursement up to \$2,000 per fiscal year in tuition reimbursement for college level courses or additional training, or when such courses or training are required to obtain or maintain a job related certificate, or any other course previously approved by the department head. All classes would require prior approval from the Fire Chief and as authorized by the City Manager for the employee to receive any reimbursement. The employee shall be reimbursed for fees and/or tuition only upon conclusion of each individual course with a grade of "C" or better or successful completion of courses that do not assign grades. Proof of satisfactory course completion and payment must be provided.

APPENDIX A

SBFA represents that this Memorandum of Understanding has been duly ratified by its membership. Following approval of this Memorandum of Understanding by the City Council, its terms and conditions shall be implemented by appropriate ordinance, resolution, or other appropriate lawful action.

CITY:

By: [Signature]
By: [Signature]

Date: 8/15/2018

SBFA:

By: [Signature]
By: [Signature]

Date: 8/15/18

APPROVED AS TO LEGAL FORM:

By: [Signature]
JOHANNA N. CANLAS
CITY ATTORNEY

Date: 8/28/18

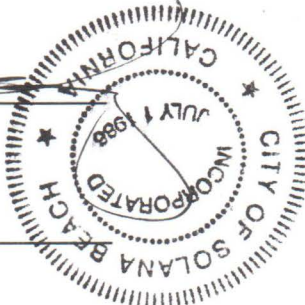
CITY COUNCIL:

By: [Signature]
DAVID A. ZITO
MAYOR

Date: 9/11/18

ATTEST:

By: [Signature]
ANGELA IVEY
CITY CLERK
Date: 9-12-18



APPENDIX B
SBFA SALARY SCHEDULES

City of Solana Beach Fire Schedule
FY 2018/19
(Salary Schedule 5)
Effective July 7, 2018

Classification		Step A	Step B	Step C	Step D	Step E
5091	Firefighter / Paramedic					
	Base Rate	\$ 24.60	\$ 25.83	\$ 27.12	\$ 28.48	\$ 29.90
	OT Premium	\$ 12.30	\$ 12.92	\$ 13.56	\$ 14.24	\$ 14.95
	Bi-weekly Base ⁽¹⁾	\$ 2,755	\$ 2,893	\$ 3,037	\$ 3,190	\$ 3,349
	Monthly Base ⁽¹⁾	\$ 5,970	\$ 6,268	\$ 6,581	\$ 6,911	\$ 7,256
	Annual Base ⁽¹⁾	\$ 71,635	\$ 75,217	\$ 78,973	\$ 82,934	\$ 87,069
	Estimated Annual FLSA OT ⁽²⁾	\$ 1,919	\$ 2,016	\$ 2,115	\$ 2,221	\$ 2,332
	Estimated Annual Total ⁽²⁾	\$ 73,554	\$ 77,232	\$ 81,089	\$ 85,155	\$ 89,401
5091-A	Fire Engineer					
	Base Rate	\$ 25.83	\$ 27.12	\$ 28.48	\$ 29.90	\$ 31.40
	OT Premium	\$ 12.92	\$ 13.56	\$ 14.24	\$ 14.95	\$ 15.70
	Bi-weekly Base ⁽¹⁾	\$ 2,893	\$ 3,037	\$ 3,190	\$ 3,349	\$ 3,517
	Monthly Base ⁽¹⁾	\$ 6,268	\$ 6,581	\$ 6,911	\$ 7,256	\$ 7,620
	Annual Base ⁽¹⁾	\$ 75,217	\$ 78,973	\$ 82,934	\$ 87,069	\$ 91,437
	Estimated Annual FLSA OT ⁽²⁾	\$ 2,016	\$ 2,115	\$ 2,221	\$ 2,332	\$ 2,449
	Estimated Annual Total ⁽²⁾	\$ 77,232	\$ 81,089	\$ 85,155	\$ 89,401	\$ 93,886
5100	Fire Engineer w/ Paramedic Cert (3% differential above Fire Engineer)					
	Base Rate	\$ 26.60	\$ 27.93	\$ 29.33	\$ 30.80	\$ 32.34
	OT Premium	\$ 13.30	\$ 13.97	\$ 14.67	\$ 15.40	\$ 16.17
	Bi-weekly Base ⁽¹⁾	\$ 2,979	\$ 3,128	\$ 3,285	\$ 3,450	\$ 3,622
	Monthly Base ⁽¹⁾	\$ 6,455	\$ 6,778	\$ 7,117	\$ 7,474	\$ 7,848
	Annual Base ⁽¹⁾	\$ 77,459	\$ 81,332	\$ 85,409	\$ 89,690	\$ 94,174
	Estimated Annual FLSA OT ⁽²⁾	\$ 2,075	\$ 2,179	\$ 2,289	\$ 2,402	\$ 2,523
	Estimated Annual Total ⁽²⁾	\$ 79,534	\$ 83,511	\$ 87,697	\$ 92,092	\$ 96,697
5099	Fire Captain					
	Base Rate	\$ 29.40	\$ 30.87	\$ 32.41	\$ 34.03	\$ 35.73
	OT Premium	\$ 14.70	\$ 15.44	\$ 16.21	\$ 17.02	\$ 17.87
	Bi-weekly Base ⁽¹⁾	\$ 3,293	\$ 3,457	\$ 3,630	\$ 3,811	\$ 4,002
	Monthly Base ⁽¹⁾	\$ 7,134	\$ 7,491	\$ 7,865	\$ 8,258	\$ 8,670
	Annual Base ⁽¹⁾	\$ 85,613	\$ 89,893	\$ 94,378	\$ 99,095	\$ 104,046
	Estimated Annual FLSA OT ⁽²⁾	\$ 2,293	\$ 2,409	\$ 2,529	\$ 2,655	\$ 2,788
	Estimated Annual Total ⁽²⁾	\$ 87,906	\$ 92,302	\$ 96,907	\$ 101,750	\$ 106,833
5109	Fire Captain (Shift)					
	Base Rate	\$ 29.99	\$ 31.49	\$ 33.06	\$ 34.71	\$ 36.44
	OT Premium	\$ 15.00	\$ 15.75	\$ 16.53	\$ 17.36	\$ 18.22
	Bi-weekly Base ⁽¹⁾	\$ 3,359	\$ 3,527	\$ 3,703	\$ 3,888	\$ 4,081
	Monthly Base ⁽¹⁾	\$ 7,278	\$ 7,642	\$ 8,023	\$ 8,423	\$ 8,843
	Annual Base ⁽¹⁾	\$ 87,331	\$ 91,699	\$ 96,271	\$ 101,076	\$ 106,113
	Estimated Annual FLSA OT ⁽²⁾	\$ 2,340	\$ 2,457	\$ 2,579	\$ 2,708	\$ 2,842
	Estimated Annual Total ⁽²⁾	\$ 89,671	\$ 94,156	\$ 98,849	\$ 103,784	\$ 108,956

(1) Weekly, Bi-weekly, and Annual "base rates" are determined by calculating 112 hours of straight time paid in 26 pay periods. These rates do not include FLSA Overtime.

(2) Estimated Annual FLSA OT Premium is compensation required under Department of Labor Fair Labor Standards Act (FLSA) Section 29 CFR 553.230 (Section 7(k)) and is compensated based on Fire Department 24-day Work Period resulting in approx. 10 hours of OT Premium pay per 24-day Work Period.

**City of Solana Beach Fire Schedule
FY 2019/20
(Salary Schedule 5)
Effective July 2019**

Classification		Step A	Step B	Step C	Step D	Step E
5091	Firefighter / Paramedic					
	Base Rate	\$ 25.21	\$ 26.47	\$ 27.79	\$ 29.18	\$ 30.64
	OT Premium	\$ 12.61	\$ 13.24	\$ 13.90	\$ 14.59	\$ 15.32
	Bi-weekly Base ⁽¹⁾	\$ 2,824	\$ 2,965	\$ 3,112	\$ 3,268	\$ 3,432
	Monthly Base ⁽¹⁾	\$ 6,118	\$ 6,423	\$ 6,744	\$ 7,081	\$ 7,435
	Annual Base ⁽¹⁾	\$ 73,412	\$ 77,081	\$ 80,924	\$ 84,972	\$ 89,224
	Estimated Annual FLSA OT ⁽²⁾	\$ 1,967	\$ 2,065	\$ 2,168	\$ 2,276	\$ 2,390
	Estimated Annual Total ⁽²⁾	\$ 75,379	\$ 79,146	\$ 83,093	\$ 87,248	\$ 91,614
5091-A	Fire Engineer					
	Base Rate	\$ 26.48	\$ 27.80	\$ 29.19	\$ 30.65	\$ 32.18
	OT Premium	\$ 13.24	\$ 13.90	\$ 14.60	\$ 15.33	\$ 16.09
	Bi-weekly Base ⁽¹⁾	\$ 2,966	\$ 3,114	\$ 3,269	\$ 3,433	\$ 3,604
	Monthly Base ⁽¹⁾	\$ 6,426	\$ 6,746	\$ 7,083	\$ 7,438	\$ 7,809
	Annual Base ⁽¹⁾	\$ 77,110	\$ 80,954	\$ 85,001	\$ 89,253	\$ 93,708
	Estimated Annual FLSA OT ⁽²⁾	\$ 2,065	\$ 2,168	\$ 2,278	\$ 2,391	\$ 2,510
	Estimated Annual Total ⁽²⁾	\$ 79,175	\$ 83,122	\$ 87,279	\$ 91,644	\$ 96,218
5100	Fire Engineer w/ Paramedic Cert (3% differential above Fire Engineer)					
	Base Rate	\$ 27.27	\$ 28.63	\$ 30.07	\$ 31.57	\$ 33.15
	OT Premium	\$ 13.64	\$ 14.32	\$ 15.04	\$ 15.79	\$ 16.58
	Bi-weekly Base ⁽¹⁾	\$ 3,054	\$ 3,207	\$ 3,368	\$ 3,536	\$ 3,713
	Monthly Base ⁽¹⁾	\$ 6,618	\$ 6,948	\$ 7,297	\$ 7,661	\$ 8,044
	Annual Base ⁽¹⁾	\$ 79,410	\$ 83,371	\$ 87,564	\$ 91,932	\$ 96,533
	Estimated Annual FLSA OT ⁽²⁾	\$ 2,128	\$ 2,234	\$ 2,346	\$ 2,463	\$ 2,586
	Estimated Annual Total ⁽²⁾	\$ 81,538	\$ 85,604	\$ 89,910	\$ 94,395	\$ 99,119
5099	Fire Captain					
	Base Rate	\$ 30.13	\$ 31.64	\$ 33.22	\$ 34.88	\$ 36.62
	OT Premium	\$ 15.07	\$ 15.82	\$ 16.61	\$ 17.44	\$ 18.31
	Bi-weekly Base ⁽¹⁾	\$ 3,375	\$ 3,544	\$ 3,721	\$ 3,907	\$ 4,101
	Monthly Base ⁽¹⁾	\$ 7,312	\$ 7,678	\$ 8,061	\$ 8,464	\$ 8,886
	Annual Base ⁽¹⁾	\$ 87,739	\$ 92,136	\$ 96,737	\$ 101,571	\$ 106,637
	Estimated Annual FLSA OT ⁽²⁾	\$ 2,351	\$ 2,468	\$ 2,591	\$ 2,721	\$ 2,856
	Estimated Annual Total ⁽²⁾	\$ 90,089	\$ 94,604	\$ 99,328	\$ 104,291	\$ 109,494
5109	Fire Captain (Shift)					
	Base Rate	\$ 30.73	\$ 32.27	\$ 33.88	\$ 35.58	\$ 37.35
	OT Premium	\$ 15.37	\$ 16.14	\$ 16.94	\$ 17.79	\$ 18.68
	Bi-weekly Base ⁽¹⁾	\$ 3,442	\$ 3,614	\$ 3,795	\$ 3,985	\$ 4,183
	Monthly Base ⁽¹⁾	\$ 7,457	\$ 7,831	\$ 8,222	\$ 8,634	\$ 9,064
	Annual Base ⁽¹⁾	\$ 89,486	\$ 93,970	\$ 98,659	\$ 103,609	\$ 108,763
	Estimated Annual FLSA OT ⁽²⁾	\$ 2,398	\$ 2,518	\$ 2,643	\$ 2,775	\$ 2,914
	Estimated Annual Total ⁽²⁾	\$ 91,883	\$ 96,488	\$ 101,301	\$ 106,384	\$ 111,677

(1) Weekly, Bi-weekly, and Annual "base rates" are determined by calculating 112 hours of straight time paid in 26 pay periods. These rates do not include FLSA Overtime.

(2) Estimated Annual FLSA OT Premium is compensation required under Department of Labor Fair Labor Standards Act (FLSA) Section 29 CFR 553.230 (Section 7(k)) and is compensated based on Fire Department 24-day Work Period resulting in approx. 10 hours of OT Premium pay per 24-day Work Period.

**City of Solana Beach Fire Schedule
FY 2020/21
(Salary Schedule 5)
Effective July 2020**

<u>Classification</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
5091	Firefighter / Paramedic					
	Base Rate	\$ 25.72	\$ 27.01	\$ 28.36	\$ 29.78	\$ 31.27
	OT Premium	\$ 12.86	\$ 13.51	\$ 14.18	\$ 14.89	\$ 15.64
	Bi-weekly Base ⁽¹⁾	\$ 2,881	\$ 3,025	\$ 3,176	\$ 3,335	\$ 3,502
	Monthly Base ⁽¹⁾	\$ 6,241	\$ 6,554	\$ 6,882	\$ 7,227	\$ 7,588
	Annual Base ⁽¹⁾	\$ 74,897	\$ 78,653	\$ 82,584	\$ 86,719	\$ 91,058
	Estimated Annual FLSA OT ⁽²⁾	\$ 2,006	\$ 2,108	\$ 2,212	\$ 2,323	\$ 2,440
	Estimated Annual Total ⁽²⁾	\$ 76,903	\$ 80,761	\$ 84,796	\$ 89,042	\$ 93,498
5091-A	Fire Engineer					
	Base Rate	\$ 27.01	\$ 28.36	\$ 29.78	\$ 31.27	\$ 32.83
	OT Premium	\$ 13.51	\$ 14.18	\$ 14.89	\$ 15.64	\$ 16.42
	Bi-weekly Base ⁽¹⁾	\$ 3,025	\$ 3,176	\$ 3,335	\$ 3,502	\$ 3,677
	Monthly Base ⁽¹⁾	\$ 6,554	\$ 6,882	\$ 7,227	\$ 7,588	\$ 7,967
	Annual Base ⁽¹⁾	\$ 78,653	\$ 82,584	\$ 86,719	\$ 91,058	\$ 95,601
	Estimated Annual FLSA OT ⁽²⁾	\$ 2,108	\$ 2,212	\$ 2,323	\$ 2,440	\$ 2,562
	Estimated Annual Total ⁽²⁾	\$ 80,761	\$ 84,796	\$ 89,042	\$ 93,498	\$ 98,162
5100	Fire Engineer w/ Paramedic Cert (3% differential above Fire Engineer)					
	Base Rate	\$ 27.82	\$ 29.21	\$ 30.67	\$ 32.21	\$ 33.81
	OT Premium	\$ 13.91	\$ 14.61	\$ 15.34	\$ 16.11	\$ 16.91
	Bi-weekly Base ⁽¹⁾	\$ 3,116	\$ 3,272	\$ 3,435	\$ 3,608	\$ 3,787
	Monthly Base ⁽¹⁾	\$ 6,751	\$ 7,088	\$ 7,443	\$ 7,816	\$ 8,205
	Annual Base ⁽¹⁾	\$ 81,012	\$ 85,060	\$ 89,311	\$ 93,796	\$ 98,455
	Estimated Annual FLSA OT ⁽²⁾	\$ 2,170	\$ 2,279	\$ 2,393	\$ 2,513	\$ 2,638
	Estimated Annual Total ⁽²⁾	\$ 83,182	\$ 87,339	\$ 91,704	\$ 96,309	\$ 101,093
5099	Fire Captain					
	Base Rate	\$ 30.73	\$ 32.27	\$ 33.88	\$ 35.57	\$ 37.35
	OT Premium	\$ 15.37	\$ 16.14	\$ 16.94	\$ 17.79	\$ 18.68
	Bi-weekly Base ⁽¹⁾	\$ 3,442	\$ 3,614	\$ 3,795	\$ 3,984	\$ 4,183
	Monthly Base ⁽¹⁾	\$ 7,457	\$ 7,831	\$ 8,222	\$ 8,632	\$ 9,064
	Annual Base ⁽¹⁾	\$ 89,486	\$ 93,970	\$ 98,659	\$ 103,580	\$ 108,763
	Estimated Annual FLSA OT ⁽²⁾	\$ 2,398	\$ 2,518	\$ 2,643	\$ 2,775	\$ 2,914
	Estimated Annual Total ⁽²⁾	\$ 91,883	\$ 96,488	\$101,301	\$ 106,355	\$ 111,677
5109	Fire Captain (Shift)					
	Base Rate	\$ 31.34	\$ 32.92	\$ 34.56	\$ 36.28	\$ 38.10
	OT Premium	\$ 15.67	\$ 16.46	\$ 17.28	\$ 18.14	\$ 19.05
	Bi-weekly Base ⁽¹⁾	\$ 3,510	\$ 3,687	\$ 3,871	\$ 4,063	\$ 4,267
	Monthly Base ⁽¹⁾	\$ 7,605	\$ 7,989	\$ 8,387	\$ 8,804	\$ 9,246
	Annual Base ⁽¹⁾	\$ 91,262	\$ 95,863	\$100,639	\$ 105,647	\$ 110,947
	Estimated Annual FLSA OT ⁽²⁾	\$ 2,445	\$ 2,568	\$ 2,696	\$ 2,830	\$ 2,972
	Estimated Annual Total ⁽²⁾	\$ 93,707	\$ 98,431	\$103,334	\$ 108,477	\$ 113,919

(1) Weekly, Bi-weekly, and Annual "base rates" are determined by calculating 112 hours of straight time paid in 26 pay periods. These rates do not include FLSA Overtime.

(2) Estimated Annual FLSA OT Premium is compensation required under Department of Labor Fair Labor Standards Act (FLSA) Section 29 CFR 553.230 (Section 7(k)) and is compensated based on Fire Department 24-day Work Period resulting in approx. 10 hours of OT Premium pay per 24-day Work Period.

**City of Solana Beach Fire Schedule
FY 2021/22
(Salary Schedule 5)
Effective July 1, 2021**

Classification	Step A	Step B	Step C	Step D	Step E
5091 Firefighter / Paramedic					
Base Rate	\$ 26.23	\$ 27.54	\$ 28.92	\$ 30.37	\$ 31.89
OT Premium	\$ 13.12	\$ 13.77	\$ 14.46	\$ 15.19	\$ 15.95
Bi-weekly Base ⁽¹⁾	\$ 2,938	\$ 3,084	\$ 3,239	\$ 3,401	\$ 3,572
Monthly Base ⁽¹⁾	\$ 6,365	\$ 6,683	\$ 7,018	\$ 7,370	\$ 7,739
Annual Base ⁽¹⁾	\$ 76,382	\$ 80,196	\$ 84,215	\$ 88,437	\$ 92,864
Estimated Annual FLSA OT ⁽²⁾	\$ 2,047	\$ 2,148	\$ 2,256	\$ 2,370	\$ 2,488
Estimated Annual Total ⁽²⁾	\$ 78,428	\$ 82,345	\$ 86,471	\$ 90,807	\$ 95,352
5091-A Fire Engineer					
Base Rate	\$ 27.55	\$ 28.93	\$ 30.38	\$ 31.90	\$ 33.50
OT Premium	\$ 13.78	\$ 14.47	\$ 15.19	\$ 15.95	\$ 16.75
Bi-weekly Base ⁽¹⁾	\$ 3,086	\$ 3,240	\$ 3,403	\$ 3,573	\$ 3,752
Monthly Base ⁽¹⁾	\$ 6,685	\$ 7,020	\$ 7,372	\$ 7,741	\$ 8,129
Annual Base ⁽¹⁾	\$ 80,226	\$ 84,244	\$ 88,467	\$ 92,893	\$ 97,552
Estimated Annual FLSA OT ⁽²⁾	\$ 2,150	\$ 2,257	\$ 2,370	\$ 2,488	\$ 2,613
Estimated Annual Total ⁽²⁾	\$ 82,375	\$ 86,501	\$ 90,836	\$ 95,381	\$ 100,165
5100 Fire Engineer w/ Paramedic Cert (3% differential above Fire Engineer)					
Base Rate	\$ 28.38	\$ 29.80	\$ 31.29	\$ 32.86	\$ 34.51
OT Premium	\$ 14.19	\$ 14.90	\$ 15.65	\$ 16.43	\$ 17.26
Bi-weekly Base ⁽¹⁾	\$ 3,179	\$ 3,338	\$ 3,504	\$ 3,680	\$ 3,865
Monthly Base ⁽¹⁾	\$ 6,887	\$ 7,231	\$ 7,593	\$ 7,974	\$ 8,374
Annual Base ⁽¹⁾	\$ 82,643	\$ 86,778	\$ 91,116	\$ 95,688	\$ 100,493
Estimated Annual FLSA OT ⁽²⁾	\$ 2,214	\$ 2,324	\$ 2,441	\$ 2,563	\$ 2,693
Estimated Annual Total ⁽²⁾	\$ 84,856	\$ 89,102	\$ 93,558	\$ 98,251	\$ 103,186
5099 Fire Captain					
Base Rate	\$ 31.35	\$ 32.92	\$ 34.57	\$ 36.30	\$ 38.12
OT Premium	\$ 15.68	\$ 16.46	\$ 17.29	\$ 18.15	\$ 19.06
Bi-weekly Base ⁽¹⁾	\$ 3,511	\$ 3,687	\$ 3,872	\$ 4,066	\$ 4,269
Monthly Base ⁽¹⁾	\$ 7,608	\$ 7,989	\$ 8,389	\$ 8,809	\$ 9,250
Annual Base ⁽¹⁾	\$ 91,291	\$ 95,863	\$ 100,668	\$ 105,706	\$ 111,005
Estimated Annual FLSA OT ⁽²⁾	\$ 2,446	\$ 2,568	\$ 2,697	\$ 2,831	\$ 2,973
Estimated Annual Total ⁽²⁾	\$ 93,737	\$ 98,431	\$ 103,365	\$ 108,537	\$ 113,979
5109 Fire Captain (Shift)					
Base Rate	\$ 31.98	\$ 33.58	\$ 35.26	\$ 37.03	\$ 38.88
OT Premium	\$ 15.99	\$ 16.79	\$ 17.63	\$ 18.52	\$ 19.44
Bi-weekly Base ⁽¹⁾	\$ 3,582	\$ 3,761	\$ 3,949	\$ 4,147	\$ 4,355
Monthly Base ⁽¹⁾	\$ 7,760	\$ 8,149	\$ 8,556	\$ 8,986	\$ 9,435
Annual Base ⁽¹⁾	\$ 93,126	\$ 97,785	\$ 102,677	\$ 107,831	\$ 113,219
Estimated Annual FLSA OT ⁽²⁾	\$ 2,494	\$ 2,619	\$ 2,750	\$ 2,889	\$ 3,033
Estimated Annual Total ⁽²⁾	\$ 95,620	\$ 100,404	\$ 105,427	\$ 110,720	\$ 116,251

(1) Weekly, Bi-weekly, and Annual "base rates" are determined by calculating 112 hours of straight time paid in 26 pay periods. These rates do not include FLSA Overtime.

(2) Estimated Annual FLSA OT Premium is compensation required under Department of Labor Fair Labor Standards Act (FLSA) Section 29 CFR 553.230 (Section 7(k)) and is compensated based on Fire Department 24-day Work Period resulting in approx. 10 hours of OT Premium pay per 24-day Work Period.

APPENDIX C

2018 – 2022
24-DAY WORK PERIODS

Shift Payroll Dates		
07/09/18 - 07/11/22		
24 Day Work Period Payable On		
Start	End	Check Date
7/9/2018	8/1/2018	8/10/2018
8/2/2018	8/25/2018	9/7/2018
8/26/2018	9/18/2018	10/5/2018
9/19/2018	10/12/2018	10/19/2018
10/13/2018	11/5/2018	11/16/2018
11/6/2018	11/29/2018	12/14/2018
11/30/2018	12/23/2018	1/11/2019
12/24/2018	1/16/2019	1/25/2019
1/17/2019	2/9/2019	2/22/2019
2/10/2019	3/5/2019	3/22/2019
3/6/2019	3/29/2019	4/5/2019
3/30/2019	4/22/2019	5/3/2019
4/23/2019	5/16/2019	5/31/2019
5/17/2019	6/9/2019	6/28/2019
6/10/2019	7/3/2019	7/12/2019
7/4/2019	7/27/2019	8/9/2019
7/28/2019	8/20/2019	9/6/2019
8/21/2019	9/13/2019	9/20/2019
9/14/2019	10/7/2019	10/18/2019
10/8/2019	10/31/2019	11/15/2019
11/1/2019	11/24/2019	12/13/2019
11/25/2019	12/18/2019	12/27/2019
12/19/2019	1/11/2020	1/24/2020
1/12/2020	2/4/2020	2/21/2020
2/5/2020	2/28/2020	3/6/2020
2/29/2020	3/23/2020	4/3/2020
3/24/2020	4/16/2020	5/1/2020
4/17/2020	5/10/2020	5/29/2020
5/11/2020	6/3/2020	6/12/2020
6/4/2020	6/27/2020	7/10/2020
6/28/2020	7/21/2020	8/7/2020
7/22/2020	8/14/2020	8/21/2020

8/15/2020	9/7/2020	9/18/2020
9/8/2020	10/1/2020	10/16/2020
10/2/2020	10/25/2020	11/13/2020
10/26/2020	11/18/2020	11/27/2020
11/19/2020	12/12/2020	12/25/2020
12/13/2020	1/5/2021	1/22/2021
1/6/2021	1/29/2021	2/5/2021
1/30/2021	2/22/2021	3/5/2021
2/23/2021	3/18/2021	4/2/2021
3/19/2021	4/11/2021	4/30/2021
4/12/2021	5/5/2021	5/14/2021
5/6/2021	5/29/2021	6/11/2021
5/30/2021	6/22/2021	7/9/2021
6/23/2021	7/16/2021	7/23/2021
7/17/2021	8/9/2021	8/20/2021
8/10/2021	9/2/2021	9/17/2021
9/3/2021	9/26/2021	10/15/2021
9/27/2021	10/20/2021	10/29/2021
10/21/2021	11/13/2021	11/26/2021
11/14/2021	12/7/2021	12/24/2021
12/8/2021	12/31/2021	1/7/2022
1/1/2022	1/24/2022	2/4/2022
1/25/2022	2/17/2022	3/4/2022
2/18/2022	3/13/2022	4/1/2022
3/14/2022	4/6/2022	4/15/2022
4/7/2022	4/30/2022	5/13/2022
5/1/2022	5/24/2022	6/10/2022
5/25/2022	6/17/2022	6/24/2022
6/18/2022	7/11/2022	7/22/2022

SOLANA BEACH FIRE ASSOCIATION
SALARY SCHEDULE 5
JULY 2, 2021

<u>Classification</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
5091 <u>Firefighter / Paramedic</u>					
Base Rate	\$ 26.23	\$ 27.54	\$ 28.92	\$ 30.37	\$ 31.89
OT Premium	\$ 13.12	\$ 13.77	\$ 14.46	\$ 15.19	\$ 15.95
Bi-weekly Base ⁽¹⁾	\$ 2,938	\$ 3,084	\$ 3,239	\$ 3,401	\$ 3,572
Monthly Base ⁽¹⁾	\$ 6,365	\$ 6,683	\$ 7,018	\$ 7,370	\$ 7,739
Annual Base ⁽¹⁾	\$ 76,382	\$ 80,196	\$ 84,215	\$ 88,437	\$ 92,864
Estimated Annual FLSA OT ⁽²⁾	\$ 2,047	\$ 2,148	\$ 2,256	\$ 2,370	\$ 2,488
Estimated Annual Total ⁽²⁾	\$ 78,428	\$ 82,345	\$ 86,471	\$ 90,807	\$ 95,352

5091-A <u>Fire Engineer</u>					
Base Rate	\$ 27.55	\$ 28.93	\$ 30.38	\$ 31.90	\$ 33.50
OT Premium	\$ 13.78	\$ 14.47	\$ 15.19	\$ 15.95	\$ 16.75
Bi-weekly Base ⁽¹⁾	\$ 3,086	\$ 3,240	\$ 3,403	\$ 3,573	\$ 3,752
Monthly Base ⁽¹⁾	\$ 6,685	\$ 7,020	\$ 7,372	\$ 7,741	\$ 8,129
Annual Base ⁽¹⁾	\$ 80,226	\$ 84,244	\$ 88,467	\$ 92,893	\$ 97,552
Estimated Annual FLSA OT ⁽²⁾	\$ 2,150	\$ 2,257	\$ 2,370	\$ 2,488	\$ 2,613
Estimated Annual Total ⁽²⁾	\$ 82,375	\$ 86,501	\$ 90,836	\$ 95,381	\$ 100,165

5100 <u>Fire Engineer w/ Paramedic Cert (3% differential above Fire Engineer)</u>					
Base Rate	\$ 28.38	\$ 29.80	\$ 31.29	\$ 32.86	\$ 34.51
OT Premium	\$ 14.19	\$ 14.90	\$ 15.65	\$ 16.43	\$ 17.26
Bi-weekly Base ⁽¹⁾	\$ 3,179	\$ 3,338	\$ 3,504	\$ 3,680	\$ 3,865
Monthly Base ⁽¹⁾	\$ 6,887	\$ 7,231	\$ 7,593	\$ 7,974	\$ 8,374
Annual Base ⁽¹⁾	\$ 82,643	\$ 86,778	\$ 91,116	\$ 95,688	\$ 100,493
Estimated Annual FLSA OT ⁽²⁾	\$ 2,214	\$ 2,324	\$ 2,441	\$ 2,563	\$ 2,693
Estimated Annual Total ⁽²⁾	\$ 84,856	\$ 89,102	\$ 93,558	\$ 98,251	\$ 103,186

5099 <u>Fire Captain</u>					
Base Rate	\$ 31.35	\$ 32.92	\$ 34.57	\$ 36.30	\$ 38.12
OT Premium	\$ 15.68	\$ 16.46	\$ 17.29	\$ 18.15	\$ 19.06
Bi-weekly Base ⁽¹⁾	\$ 3,511	\$ 3,687	\$ 3,872	\$ 4,066	\$ 4,269
Monthly Base ⁽¹⁾	\$ 7,608	\$ 7,989	\$ 8,389	\$ 8,809	\$ 9,250
Annual Base ⁽¹⁾	\$ 91,291	\$ 95,863	\$ 100,668	\$ 105,706	\$ 111,005
Estimated Annual FLSA OT ⁽²⁾	\$ 2,446	\$ 2,568	\$ 2,697	\$ 2,831	\$ 2,973
Estimated Annual Total ⁽²⁾	\$ 93,737	\$ 98,431	\$ 103,365	\$ 108,537	\$ 113,979

5109 <u>Fire Captain (Shift)</u>					
Base Rate	\$ 31.98	\$ 33.58	\$ 35.26	\$ 37.03	\$ 38.88
OT Premium	\$ 15.99	\$ 16.79	\$ 17.63	\$ 18.52	\$ 19.44
Bi-weekly Base ⁽¹⁾	\$ 3,582	\$ 3,761	\$ 3,949	\$ 4,147	\$ 4,355
Monthly Base ⁽¹⁾	\$ 7,760	\$ 8,149	\$ 8,556	\$ 8,986	\$ 9,435
Annual Base ⁽¹⁾	\$ 93,126	\$ 97,785	\$ 102,677	\$ 107,831	\$ 113,219
Estimated Annual FLSA OT ⁽²⁾	\$ 2,494	\$ 2,619	\$ 2,750	\$ 2,889	\$ 3,033
Estimated Annual Total ⁽²⁾	\$ 95,620	\$ 100,404	\$ 105,427	\$ 110,720	\$ 116,251

(1) Weekly, Bi-weekly, and Annual "base rates" are determined by calculating 112 hours of straight time paid in 26 pay periods. These rates do not include FLSA Overtime.

(2) Estimated Annual FLSA OT Premium is compensation required under Department of Labor Fair Labor Standards Act (FLSA) Section 29 CFR 553.230 (Section 7(k)) and is compensated based on Fire Department 24-day Work Period resulting in approx. 10 hours of OT Premium pay per 24-day Work Period.

City Manager
SALARY SCHEDULE 7
As of JULY 1, 2019

	Grade	Job Classification	Annual	Monthly
CM	Per Contract	City Manager	\$220,667.20	\$18,388.93*

* City Manager's performance evaluation is currently underway. Any changes to the City Manager's compensation will be reflected in an amendment to the City Manager's Employment Agreement and Personnel and Compensation Plan.

FY 2021/2022

**MAYOR AND COUNCILMEMBERS
SALARY SCHEDULE 8
DECEMBER 9, 2020**

Pay Grade		Title	Monthly
CC	Municipal Code	Mayor	\$ 960.00
	Section: 2.04.020	Councilmember	\$ 860.00

FY 2021/2022

**PART-TIME/TEMPORARY/SEASONAL EMPLOYEES
SALARY SCHEDULE 6
JULY 2, 2021**

Pay Grade		Job Classification	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
PTS	26	Lifeguard Intern	\$14.00				
		Junior Lifeguard Intern					
PTS	31	JR. Lifeguard Instructor I (Non-Lifeguard)	\$14.00	\$14.70	\$15.44	\$16.21	\$17.02
PTS	44	Lifeguard	\$15.45	\$16.23	\$17.04	\$17.89	\$18.79
		Junior LG Instructor II					
		Management Intern					
		Temporary Administrative Assistant					
		Parking Enforcement Officer					
Recreation Leader I							
PTS	49	Lifeguard + EMT	\$16.24	\$17.05	\$17.91	\$18.80	\$19.74
		Junior LG Instructor II + EMT					
		Recreation Leader II					
PTS	61	Temporary Maintenance Worker I	\$18.30	\$19.22	\$20.18	\$21.19	\$22.25
PTS	62	Temporary Firefighter/PM	\$18.49	\$19.41	\$20.38	\$21.40	\$22.47
PTS	63	Temporary Planning Technician	\$18.67	\$19.60	\$20.58	\$21.61	\$22.69
		Temporary Engineering Technician					
PTS	67	Temporary Administrative Technician	\$19.43	\$20.40	\$21.42	\$22.49	\$23.62
		Jr. Lifeguard Administrative Technician					
PTS	68	Recreation Leader III	\$19.62	\$20.60	\$21.63	\$22.72	\$23.85
		Senior Lifeguard					
PTS	71	Code Compliance Officer Assistant	\$20.22	\$21.23	\$22.29	\$23.40	\$24.57
PTS	73	Senior Lifeguard + EMT	\$20.62	\$21.66	\$22.74	\$23.87	\$25.07
PTS	87	Temporary Management Assistant	\$23.71	\$24.89	\$26.14	\$27.44	\$28.82
PTS	108	Temporary Fire Prevention Technician	\$29.22	\$30.68	\$32.21	\$33.82	\$35.51

CITY OF SOLANA BEACH

PUBLIC WORKS SUPERVISOR

The above statements are intended to describe the general nature and level of work being performed and are not intended to be an exhaustive list of all responsibilities, duties and skills which may be required.

DEFINITION

Under the direction of the Public Works Director and Public Works Operations Manager, plans, organizes, participates in, and supervises the work of employees and contractors in support of maintenance programs, activities, and other areas under the Public Works Division; performs related duties as required.

CLASS CHARACTERISTICS

Position exercises daily supervision and oversight of assigned Public Works staff under the direction of the Public Works Operations Manager. This position is distinguished from the Public Works Lead Maintenance Worker by the greater extent of the supervisory responsibility and lead supervision over Staff, and projects. It is distinguished from the Public Works Operations Manager in that it does not have full responsibilities for organizing and assigning work, evaluating and changing work procedures, program development and recommending employee selections, promotions or discipline. Receives direction from the Public Works Director and the Public Works Operations Manager. Exercises functional supervision over assigned staff. The Public Works Supervisor is a FLSA exempt position.

ESSENTIAL FUNCTIONS

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Coordinates and assists the Public Works Operations Manager in organizing and planning work assignments, goals and objectives for the division; identifies maintenance problems and areas; establishes schedules and methods for providing a variety of maintenance services; helps establish and implement policies and procedures.
- Plans, prioritizes, assigns, supervises, and reviews the work of staff responsible for providing maintenance services including streets, sewers, beaches, parks, trees, facilities, and equipment.
- Participates in performing the daily tasks and duties assigned to the Public Works crew; inspects and verifies work in progress and completed work of assigned employees for accuracy, proper work methods and techniques, and compliance with applicable standards and specifications.
- Plans, supervises, and administers maintenance work projects; reviews equipment specifications; selects appropriate equipment and materials to complete the work according to specifications and established procedures; prepares time, material, and equipment estimates; develops and prepares bid specifications for maintenance services and equipment; requisitions supplies and materials; ensures equipment orders are received in a timely manner.

- Assists with supervising contractors and monitors service contracts for projects and tasks that are not performed by City staff (due to the size and scope of work) such as street repairs, street lighting repairs and overlaying of streets; coordinates construction and maintenance work with other agencies; provides assistance with a variety of construction and maintenance activities.
- Assists the Public Works Operations Manager with the selection of assigned staff; provides employees evaluation feedback; informs the Public Works Operations Manager of any performance issues which may warrant disciplinary actions; schedules vacation and time-off requests.
- Provides or coordinates staff training including work methods, techniques, and the operation of equipment; administers weekly safety meetings and discusses safety practices and procedures.
- Assists with budget preparation for the Public Works Division under direction of the City Engineer/Public Works Director, monitors budget expenditures.
- Assists the Public Works Operations Manager with coordination of maintenance activities with other City departments, divisions, staff, and with outside agencies.
- Assists with receiving, investigating, and resolving citizen complaints and requests regarding Public Works related; keeps the Public Works Operations Manager informed of; investigations and reports on matters related to claims made against the City.
- Prepares necessary records and reports; maintains records of projects, activities, and materials.
- Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

Education:

- High school education or equivalent supplemented by specialized courses in construction/maintenance technology, horticulture, and personnel supervision.

Experience:

- Five years of progressively responsible experience in public works maintenance and repair, including two years of lead worker or supervisory experience.

Knowledge of:

- City policies and procedures in a variety of public works maintenance areas.
- Operations, services and activities of a comprehensive public works maintenance, repair, and construction program.
- Methods, materials, and equipment used in public works maintenance.

- Traffic laws and regulations applicable to operation and maintenance functions.
- Safety orders and safe work practices related to construction and maintenance work.
- Principles of supervision, and employee training.
- Pertinent Federal, State, and local laws, codes, and regulations.
- Modern office practices, methods, and computer equipment and software.
- Techniques used in public relations.
- General landscape maintenance.
- Safe driving principles and practices.

Ability to:

- Supervise, organize, direct, and review the work of assigned staff; provide training and guidance to staff.
- Supervise the work of contractors; inspect projects and determine the adequacy of work performed.
- Perform skilled maintenance, construction, and repair work.
- Read and interpret plans, specifications, blueprints, and drawings; assist others in reading and understanding maps and blueprints
- Maintain accurate records; prepare clear and concise oral and written reports; perform accurate mathematical computations.
- Interpret and apply the policies, procedures, laws, codes, and regulations pertaining to assigned programs and functions.
- Use sound judgment and work effectively in the absence of close supervision.
- Use and operate a variety of vehicles, hand tools, mechanical equipment, power tools and equipment required for infrastructure work; and supervise others in these duties.
- Analyze emergency situations accurately and adopt effective courses of action; ensure work performed is accomplished within budget limitations.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.
- Understand and follow verbal and written directions, work safely and efficiently.

Skilled In:

- Using a variety of powered and manual tools, vehicles and equipment in construction and maintenance work.

Special Requirements

- The applicant selected will be subject to a criminal history investigation through the California Department of Justice (DOJ) and a thorough background check. A waiver for reference and background information must be completed.
- Possession of a valid Class "C" California driver's license with a satisfactory driving record.
- City of Solana Beach employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with the City requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Worker-related training as assigned, and to return to work as ordered in the event of an emergency.

PHYSICAL AND MENTAL DEMANDS/WORKING CONDITIONS

The physical and mental demands herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

- **Mental function:** Includes reading, writing, mathematical computations, operating a computer, problem solving, managing multiple projects, calmly handling complaints and problems from irate citizens or contractors, decision making under stressful conditions, and executing assignments with minimal supervision/direction and within established deadlines.
- **Productivity:** Incumbents must perform work in an efficient, effective, and timely manner with minimal direction.
- **Mobility:** Incumbents require sufficient mobility to work in an office setting and operate office equipment. Ability to sit, stand, walk, kneel, crouch, stoop, squat, twist, climb, lift up to 60 lbs., and push or pull objects up to 100 lbs. and sit, stand, walk for prolonged periods.
- **Vision:** Vision sufficient to read small print, computer screens, and printed documents, and to operate assigned equipment.
- **Hearing:** Incumbents are required to hear in the normal audio range with or without correction.
- **Environment:** Environment: Standard office environment, with travel to attend meetings or conduct site investigations. Occasional exposure to temperature swings from indoor to outdoor temperatures; exposure to noise, dust from atmosphere and volumes of paper; infrequent exposure to extreme heat and humidity in un-air-conditioned facilities; extreme noise working at off-site locations; mechanical and electrical hazards of equipment; fumes and odors of burned wiring.

Work environment is an 80-hour biweekly work period, with unscheduled breaks. Duties may require working varying hours and days. Work is performed in City Hall and at a number of off-site locations. Work characteristics are both formal and informal; both autonomous and team-oriented; having both routine and variable tasks; with variable pace and pressure.

- Physical: Primary functions require sufficient physical ability to work in an office setting and operate office equipment. Continuous fine finger dexterity to manipulate small tools and equipment; Frequent walking, standing, sitting, side-to-side turning of neck; firm grasp to lift and move equipment; Occasional bending and stooping, squatting, reaching at and above shoulder height, pushing/pulling, twisting at waist, upward and downward flexion of neck; lifting of objects weighing up to 25 lbs. from below waist to above shoulder level and transporting distances up to one city block; Infrequent kneeling; lifting of objects weighing 250 lbs. from below waist to chest level with or without assistance and transporting distances up to 30 feet; lifting of objects weighing 51-75 lbs. from below waist to waist level with or without assistance and transporting distances up to 10 feet.
- Other factors: Incumbents may be required to work extended hours including evenings and weekends, including on-call or standby 24 hours a day. Incumbents may be required to travel outside City boundaries to attend meetings.

CITY OF SOLANA BEACH

PUBLIC WORKS OPERATIONS MANAGER

The statements below are intended to describe the general nature and level of work being performed and are not intended to be an exhaustive list of all responsibilities, duties and skills which may be required.

DEFINITION

Under general direction, plans, manages and implements the activities of the Public Works division of the Engineering Department; Provides responsible and complex administrative support to the Public Works Director, holds essential responsibility for the maintenance of public facilities and assets, provides technical advice on public works operations and maintenance; acts with a high degree of independence; develops methods and procedures to solve problems encountered; manages and monitors the performance of the public works maintenance contracts; performs analyses for the long term performance and assessment of the City's infrastructure and makes recommendations to the Public Works Director for development of Capital Improvement Projects; manages the Public Works maintenance staff; and performs related work as required.

CLASS CHARACTERISTICS

The position manages and is responsible for various functional areas, such as utilities, parks and street maintenance, storm drains, water and sewer operations and facilities maintenance and carries out daily oversight of the Public Works crews, service providers and construction crews. Incumbent exercises independent judgement in implementing the goals and operations of maintenance programs and activities. This class is distinguished by its responsibilities of managing and supervising several functional areas and administering the daily operations of the Public Works Division. The Public Works Manager is a FLSA exempt position.

ESSENTIAL FUNCTIONS

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Manages City-wide programs for parks and landscape maintenance, drainage system maintenance, building/facility maintenance, street maintenance and pavement preservation, sanitary sewage maintenance, and street light and traffic signal maintenance; participates in the long range planning of parks and landscape, sanitary sewer, drainage systems, City buildings, and street and pavement projects; determines and implements safety procedures through periodic inspections of projects in progress and upon their completion; prepares and maintains control over division budget; makes recommendations to the department head; keeps time reports and payroll records.
- Plans, prioritizes, assigns, supervises, and reviews the work of staff responsible for providing maintenance services including streets, sewers, beaches, parks, trees, street lights, traffic signals, facilities, and equipment; participates in performing the daily tasks and duties assigned to the Public Works crew; inspects and verifies work in progress and completed work of assigned employees for accuracy, proper work methods and techniques, and compliance with applicable standards and specifications. Ability to use independent judgment is essential.

- Plans, manages, and administers maintenance work projects; reviews equipment specifications; selects appropriate equipment and materials to complete the work according to specifications and established procedures; prepares time, material, and equipment estimates; develops and prepares bid specifications for maintenance services and equipment; requisitions supplies and materials; ensures equipment orders are received in a timely manner.
- Manages contractors and administers service contracts for projects and tasks that are not performed by City staff (due to the size and scope of work) such as street repairs, street lighting and traffic signal repairs, storm drain and sewer repairs; coordinates construction and maintenance work with other agencies; provides assistance for a variety of construction and maintenance activities.
- Prepares various reports, including Staff Reports for the department director, City Manager and City Council's consideration; presents at City Council meetings when necessary.
- Participates in the selection of assigned staff; evaluates employees; initiates necessary disciplinary actions; schedules vacation and time-off requests.
- Provides or coordinates staff training including work methods, techniques, and the operation of equipment; administers weekly safety meetings and discusses safety practices and procedures.
- Prepares the budget for the Public Works Division under direction of the City Engineer/Public Works Director, monitors budget expenditures.
- Manages maintenance activities with other City departments, divisions, staff, and with outside agencies; receives, investigates, and resolves citizen complaints and requests regarding issues related to Public Works; determines and ensures appropriate disposition; provides information to the public regarding City policies and procedures; investigates and reports on matters related to claims made against the City.
- Manages and/or performs condition assessments of the City's infrastructure and recommends appropriate improvements to be included in the City's Capital Improvement Program and/or the City's annual maintenance program.
- Maintains and prepares records of projects, cost, activities, and materials.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of public works and construction management.
- Provides on-call duty as needed.

MINIMUM QUALIFICATIONS**Education:**

- Equivalent to the completion of a bachelor's degree in construction, engineering, Public Administration or a closely related field.
- The following certifications or related coursework in the following fields are highly desirable:
 - Professional Engineer (P.E.)
 - Land Surveyor
 - International Society of Arborist (ISA) certification
 - Pesticide Applicator License

Experience:

- Seven years of progressively responsible experience in public works maintenance and repair, including three years of direct management and supervisory experience.

Knowledge of:

- Methods, materials and equipment involved in street, drainage systems, traffic signal, street lighting systems, parks, grounds and tree maintenance and repair
- Operation, services and activities of a comprehensive public works maintenance, repair, and construction program.
- Characteristics and uses of asphalt, concrete and other paving materials
- General landscape maintenance.
- Traffic laws and regulations applicable to operation and maintenance functions.
- Pertinent Federal, State, and local laws, codes, and regulations.
- Principles and practices of budget administration; contract administration and evaluation.
- Safety orders and safe work practices related to public works, construction, and maintenance work.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, discipline, and the training of staff in work procedures.
- Modern office practices, methods, and computer equipment and software.
- Public Works laws and management techniques.
- Safe driving principles and practices.

- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Manage, organize direct, and review the work of assigned personnel; provide training and guidance to staff.
- Manage and monitor the work of contractors; inspect projects and determine compliance of work performed with approved plan and specifications.
- Read and interpret engineering and other technical plans, specifications, blueprints, and drawings; maintain accurate records; prepare clear and concise oral and written reports; perform accurate mathematical computations.
- Interpret, explain, and ensure compliance with City policies and procedures, complex laws, codes, regulations, and ordinances.
- To write Staff Reports on complex matters/projects and recommend solutions.
- Manage tasks related to condition assessment of the City's infrastructure and provide recommendation.
- Interpret and apply the policies, procedures, laws, codes, and regulations pertaining to assigned programs and functions.
- Analyze emergency situations accurately and adopt effective courses of action; ensure work performed is accomplished within budget limitations.
- Work safely and efficiently.
- Operate vehicles and equipment safely.
- Effectively represent the department and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Establish and maintain a variety of filing, recordkeeping, and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.

- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Special Requirements

- The applicant selected will be subject to a criminal history investigation through the California Department of Justice (DOJ) and a thorough background check. A waiver for reference and background information must be completed.
- Possession of a valid Class "C" California driver's license with a satisfactory driving record.
- City of Solana Beach employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with the City requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Worker-related training as assigned, and to return to work as ordered in the event of an emergency.

PHYSICAL AND MENTAL DEMANDS/WORKING CONDITIONS

The physical and mental demands herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

- **Mental function:** Includes reading, writing, mathematical computations, operating a computer, problem solving, managing multiple projects, calmly handling complaints and problems from irate citizens or contractors, decision making under stressful conditions, and executing assignments with minimal supervision/direction and within established deadlines.
- **Productivity:** Incumbents must perform work in an efficient, effective, and timely manner with minimal direction.
- **Mobility:** Incumbents require sufficient mobility to work in an office setting and operate office equipment. Ability to sit, stand, walk, kneel, crouch, stoop, squat, twist, climb, lift 60 lbs., and push or pull objects up to 100 lbs. and sit, stand, walk for prolonged periods.
- **Vision:** Vision sufficient to read small print, computer screens, and printed documents, and to operate assigned equipment.
- **Hearing:** Incumbents are required to hear in the normal audio range with or without correction.
- **Environment:** Standard office environment with travel to attend meetings or conduct site investigations. Occasional exposure to temperature swings from indoor to outdoor temperatures; exposure to dust from atmosphere and volumes of paper; infrequent exposure to extreme heat and humidity in un-air-conditioned facilities; extreme noise working at off-site locations; mechanical and electrical hazards of equipment; fumes and odors of burned wiring. Work environment is an 80-hour biweekly work period, with unscheduled breaks.

Duties may require working varying hours and days. Availability for on-call, or standby 24 hours a day. Work is performed in City Hall and at a number of off-site locations. Work

characteristics are both formal and informal; both autonomous and team-oriented; having both routine and variable tasks; with variable pace and pressure.

- Physical: Primary functions require sufficient physical ability to work in an office setting and operate office equipment. Continuous fine finger dexterity to manipulate small tools and equipment; Frequent walking, standing, sitting, side-to-side turning of neck; firm grasp to lift and move equipment; Occasional bending and stooping, squatting, reaching at and above shoulder height, pushing/pulling up to 100 lbs., twisting at waist, upward and downward flexion of neck; lifting of objects weighing up to 60 lbs. Infrequent kneeling.
- Other factors: Incumbents may be required to work extended hours including evenings and weekends, including on-call or standby 24 hours a day. Incumbents may be required to travel outside City boundaries to attend meetings.



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 14, 2021
ORIGINATING DEPT: Engineering Department
SUBJECT: **Council Consideration of Resolution 2021-095 Awarding Sewer & Storm Drain Rehabilitation Project**

BACKGROUND:

The Capital Improvement Program (CIP) budget makes annual appropriations to maintain, repair and replace sewer and storm drain facilities as needed throughout the City. The Engineering and Public Works Staff have been performing regular condition assessments of the sewer system by visual inspection with closed circuit televising (CCTV). Under the direction of the City Manager, Staff recently performed a similar CCTV evaluation of the City's corrugated metal storm drains. These assessments were prioritized for rehabilitation by localized spot repairs, segmental replacement, and in-situ lining process.

Staff prepared plans, specifications and an estimate for rehabilitation and reconstruction of several sewer and storm drain pipes throughout the City and advertised the project through the competitive bidding process. The City received three construction bids for the Sewer & Storm Drain Rehabilitation Project, Bid No. 2021-03. Due to the COVID-19 pandemic, the City modified the bid process to allow electronic submission of bids. The three bids were opened by the City Clerk on June 28, 2021 and posted on eBidboard.com, a publicly accessible website linked from the City's website. The bid results are summarized in Table 1 on the next page.

This item is before the City Council to consider adoption of Resolution 2021-095 (Attachment 1) awarding a construction contract to Nuline Technologies, the lowest responsive and responsible bidder, to rehabilitate several sewer and storm drain facilities.

CITY COUNCIL ACTION:

DISCUSSION:

Every year, the City Council allocates funds into the City's CIP for sewer and storm drain repairs and replacements. Considering the similarity of methods and means by which the pipelines will be rehabilitated, Staff combined the sewer and storm drain projects to take advantage of economies of scale and other savings such as mobilization and contract processing. The project proposes to line over 5,000 linear feet of sewer pipes and over 800 linear feet of storm drain pipes. In addition to lining, several segmental repairs and open trench construction are included to improve the existing City-wide sewer and storm drain infrastructure. A summary of the project is listed below:

Sewer Rehabilitation and Construction

- Rehabilitate approximately 5,129 linear feet of 8" sewer pipe, including 101 sewer lateral connections per City Standard
- Rehabilitate three sewer manholes
- Construct 15 sewer clean-outs at dead-end sewer mains and reconstruct one dead-end sewer stub

Storm Drain Rehabilitation and Construction

- Rehabilitate approximately 850 linear feet of corrugated metal storm drains, 18" and 24" diameter
- Remove and replace three catch basin grate and frames in concrete structures
- Repair damaged under sidewalk curb outlet
- Remove and replace 135 linear feet of storm drain
- Construct four storm drain inlet structures
- Slip line one deteriorated 18" corrugated metal pipe

This project was advertised for construction bids on May 27, 2021. The City received three bid proposals for the project, Bid 2021-03. On June 28, 2021 at 2:00 p.m., the City Clerk opened the bids. The bids are summarized below in Table 1:

Table 1: Bid Results

Contractors	Base Bid
Nuline Technologies	\$ 675,000
Southwest Pipeline & Trenchless Corporation	\$ 749,759
Palm Engineering Construction Company	\$ 894,001

The lowest bid submitted by Nuline Technologies was found to be complete and responsive to the bid specifications. Nuline Technologies has successfully completed a pipeline rehabilitation project for the City as a subcontractor to Burtech Pipeline. For this project, Burtech (dba DB Pipeline) is the subcontractor performing the open trench

construction. Staff is recommending that Nuline Technologies be awarded the construction contract. The estimated contract duration is 90 working days (18 weeks) and it is anticipated that the project will begin in September 2021 and be completed in January 2022.

CEQA COMPLIANCE STATEMENT:

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(b) of the State CEQA Guidelines.

FISCAL IMPACT:

In addition to the \$675,000 construction contract, Staff is recommending a contingency of \$125,000 (which is approximately 18% of the construction contract amount) for unanticipated extra work, for a total construction budget of \$800,000. The cost is divided as follows:

Table 2: Project Costs

	Sewer	Storm Drain	Total
Base Bid	\$426,600	\$248,400	\$675,000
Contingency	\$73,400	\$51,600	\$125,000
Construction Budget	\$500,000	\$300,000	\$800,000

The project will be funded with the Fiscal Year (FY) 2021/22 Capital Improvement Program budget, which includes \$500,000 for Sanitary Sewer Pipeline Replacements (9856.22) and \$300,000 for Storm Drain Improvements (9458.22).

WORK PLAN:

Major Storm Drain Improvement Projects are included in Capital Projects under Environmental Sustainability. Sewer system maintenance is not mentioned in the FY 2021/22 Work Plan; however, it is consistent with the Environmental Sustainability section of the Work Plan.

OPTIONS:

- Adopt Staff recommendations and award construction contract.
- Postpone contract award and provide direction to Staff.
- Reject construction bids and provide alternative direction to Staff.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2021-095:

1. Awarding the construction contract to Nuline Technologies, in the amount of \$675,000, for the Sewer & Storm Drain Rehabilitation Project, Bid 2021-03.
2. Approving an amount of \$125,000 for construction contingency.
3. Authorizing the City Manager to execute the construction contract on behalf of the City.
4. Authorizing the City Manager to approve cumulative change orders up to the construction contingency amount.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2021-095

RESOLUTION 2021-095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AWARDING A CONSTRUCTION CONTRACT TO NULINE TECHNOLOGIES FOR THE SEWER & STORM DRAIN REHABILITATION PROJECT

WHEREAS, the current Fiscal Year (FY) 2021/22 Capital Improvement Program (CIP) budget includes funding for sanitary sewer and storm drain facilities repairs, rehabilitation and replacements; and

WHEREAS, the City has performed sewer and storm drain pipeline condition assessments and determined pipelines to be rehabilitated or replaced to improve system reliability; and

WHEREAS, on June 28, 2021, three bids for the Sewer & Storm Drain Rehabilitation Project, Bid 2021-03, were received and publicly opened by the City Clerk. At that time, it was determined that Nuline Technologies was the apparent low bidder with a construction estimate of \$675,000; and

WHEREAS, Staff recommends a construction contingency of \$125,000 for unanticipated extra work.

NOW, THEREFORE, the City Council of the City of Solana Beach, California, does resolve as follows:

1. That the above recitations are true and correct.
2. That the City Council awards the construction contract to Nuline Technologies, in the amount of \$675,000, for the Sewer & Storm Drain Rehabilitation Project, Bid 2021-03.
3. That the City Council approves an amount of \$125,000 for construction contingency.
4. That the City Council authorizes the City Manager to execute the construction contract on behalf of the City.
5. That the City Council authorizes the City Manager to approve cumulative change orders up to the construction contingency amount.

PASSED AND ADOPTED this 14th day of July 2021, at a meeting of the City Council of the City of Solana Beach, California by the following vote:

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

ABSENT: Councilmembers –

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 14, 2021
ORIGINATING DEPT: Engineering Department
SUBJECT: **Council Consideration of Resolution 2021-094 to Authorize the City Manager to Execute a Professional Services Agreement with MW Peltz + Associates for the Santa Helena Neighborhood Trail Project**

BACKGROUND:

The Santa Helena Neighborhood Trail Project (the “Project”) has been in the City’s Work Plan for several years. The paved section of Santa Helena Road, north of Sun Valley Road to the San Elijo Lagoon, is approximately 64 feet wide with only one lane of vehicular traffic in each direction. At least 20 feet of the paved area could be converted into a roadside walking trail. Preliminary discussions with the surrounding community have shown an interest in a neighborhood trail at this location.

In December 2018, a Request for Proposals (RFP) was issued for the conceptual design of the Project that would reduce the pavement width on Santa Helena, from Sun Valley Road to the trailhead at the San Elijo Lagoon, and would provide the additional space for traffic calming improvements and a neighborhood trail. Three proposals were received in response to the RFP. After reviewing the three proposals and completing the selection process, Staff moved forward with a Professional Services Agreement (PSA) with MW Peltz + Associates, Inc. (MWPA). This contract was within the City Manager’s approval authority since the agreement amount was \$10,000.

The PSA with MWPA was for the consultant to provide technical landscaping and irrigation support in preparation of schematic/conceptual design and included a general layout of the project, survey data, a summary of the opportunities and constraints of the area and cost estimates for final design and construction. The work associated with the first part of the agreement has been completed. The final engineering plans, specifications, and cost estimate will be performed by in-house engineers.

CITY COUNCIL ACTION:

This item is before the City Council to execute a Professional Services Agreement with MW Peltz + Associates, Inc. for the consultant's technical landscaping and irrigation support in preparation of construction documents, public outreach, and bid support for the Santa Helena Neighborhood Trail for an amount not to exceed \$62,000.

DISCUSSION:

As part of the schematic/conceptual design component of the project, MWPA prepared a conceptual plan. The conceptual plan was presented to a community focus group in October 2019. At the focus group meeting, the following areas of concerns/requests were expressed regarding the Project:

- Construct the trail on east side of the street south of Santa Victoria (north of Santa Victoria, the trail will transition to the west side of Santa Helena)
- Be aware of proximity of the trail to houses north of Santa Victoria
- Make the trail aesthetically pleasing
- Include seating for rest areas
- Do not include exercise equipment
- Include trash cans and dog bag dispensers
- Use drought tolerant landscaping
- Include traffic calming measures with the Project
- Include pedestrian crossing at the Santa Helena/Santa Victoria intersection

After revisions were made based on the comments from the focus group, the revised conceptual design (Attachment 2) was presented at the March 10, 2020 City Council meeting. As shown on the attached conceptual design plan, the trail is proposed for the east side (northbound direction of travel) of Santa Helena south of Santa Victoria and on the west side (southbound direction of travel) of Santa Helena north of Santa Victoria. There are proposed curb extensions (pop-outs) at all four corners of the Santa Helena/Santa Victoria intersection along with enhanced crosswalks.

At the March 2020 Council meeting, the following comments were expressed regarding the Project:

- Since the end of Santa Helena at the San Elijo Lagoon is a trailhead for Lagoon access, there is a desire to maintain as much parking in the area as possible.
- Clearly explain to the community that the reason that the trail switches from the east side of Santa Helena to the west side is to avoid having the trail directly in front of the residences on the north end of Santa Helena near the Lagoon.
- If possible, implement 11-foot travel lanes for vehicles instead of 12 feet to help reduce vehicle speeds.

- Construction staging was discussed. It was expressed that if the project was split into more than one construction phase, the impact from construction would increase the inconvenience to the surrounding community.

The preparation of the construction level engineering plans, specifications, and estimate would be performed by in-house Engineers. These plans would be used as base maps for preparation of landscaping and irrigation plans. As part of the action recommended by the accompanying resolution, Staff is requesting the City Council consider a PSA with MWPA for their support in preparation of landscaping and irrigation plans as they relate to construction documents, support in public outreach efforts and presentation to the City Council, and support during the bidding process for the Santa Helena Neighborhood Trail Project. The PSA with MWPA would also allow for submittal of required documents to obtain a permit from the County of San Diego Department of Environmental Health for changes to the existing recycled water line in the area and support during the bidding process.

As mentioned in the Fiscal Impact section below, there is sufficient funding to begin the design process. A significant part of the design process will include engagement with the community. This will include public outreach meetings, public comment opportunities and one City Council meeting. Noticing of the public input opportunities could include Mayor's announcements, targeted e-mails, Homeowner's Association (HOA) and Solana East Community Group (SECG) meetings and/or the electronic changeable message sign.

CEQA COMPLIANCE STATEMENT:

Once the design components are finalized, the project will be evaluated for the appropriate level of environmental review.

FISCAL IMPACT:

The Fiscal Year (FY) 2021/22 & 2022/23 CIP budget includes \$70,000 in TransNet funding for the Project in FY 2021/22. This funding could be used to start design on the project in the upcoming fiscal year. Included with the project design would be further community outreach to make sure the community is supportive of the proposed improvements. Since the proposal for the work associated with this Staff Report is \$62,000, there is adequate funding already appropriated for the next phase of the Project.

WORK PLAN:

The Project is consistent with Item B.10 of the Community Character Priorities/Capital Projects section of the FY 2021/22 Work Plan.

OPTIONS:

- Approve Staff recommendation.

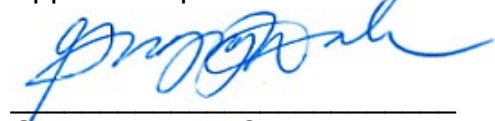
- Approve Staff recommendation with modifications.
- Provide direction.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2021-094 authorizing the City Manager to execute a Professional Services Agreement, in an amount not to exceed \$62,000, with MW Peltz + Associates, Inc. for final design, public outreach, preparation of construction documents and bid support for the Santa Helena Neighborhood Trail Project.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2021-094
2. Revised Conceptual Design

RESOLUTION 2021-094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MW PELTZ + ASSOCIATES FOR FINAL DESIGN OF THE SANTA HELENA NEIGHBORHOOD TRAIL PROJECT

WHEREAS, the Santa Helena Neighborhood Trail Project (the “Project”) has been in the City’s Work Plan for several years. The paved section of Santa Helena Road, north of Sun Valley Road to the San Elijo Lagoon, is approximately 64 feet wide. At least 20 feet of the paved area could be converted into a roadside walking trail. Preliminary discussions with the surrounding community have shown an interest in a neighborhood trail at this location; and

WHEREAS, in December 2018, a Request for Proposals (RFP) was issued for the design of the Project that would reduce the pavement width on Santa Helena, from Sun Valley Road to the trailhead at the San Elijo Lagoon, and would provide the additional space for traffic calming improvements and a neighborhood trail. After reviewing the proposals received and completing the selection process, Staff moved forward with a Professional Services Agreement (PSA) with MW Peltz + Associates, Inc. (MWPA) for the preparation of design drawings; and

WHEREAS, the conceptual design drawings were presented at separate meetings to a community focus group in October 2019 and to the City Council in March 2020; and

WHEREAS, in order to move forward with this project, Staff has worked with MWPA to develop a scope of work and cost proposal for their support in preparation of final design and construction documents, public outreach, and support during bidding process of the Project; and

WHEREAS, sufficient funds for the agreement have been identified in the Fiscal Year (FY) 2021/22 Adopted Budget for this proposed Professional Services Agreement.

NOW, THEREFORE, the City Council of the City of Solana Beach, California, does resolve as follows:

1. That the above recitations are true.
2. That the City Council authorizes the City Manager to execute a Professional Services Agreement, in an amount not to exceed \$62,000, with MW Peltz + Associates, Inc. for final design, public outreach, preparation of construction documents and bid support for the Santa Helena Neighborhood Trail Project.

PASSED AND ADOPTED this 14th day of July, 2021, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

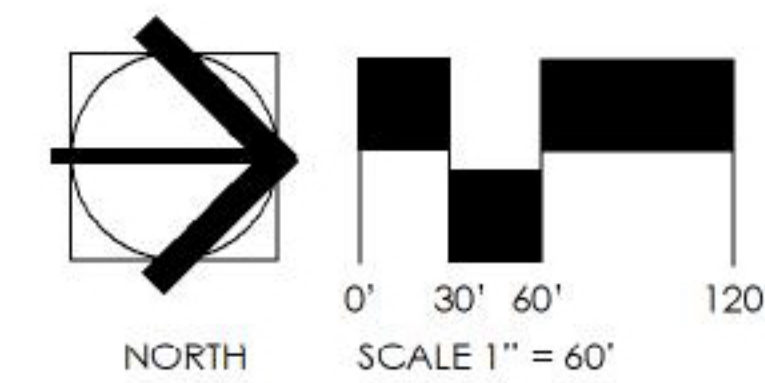
ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



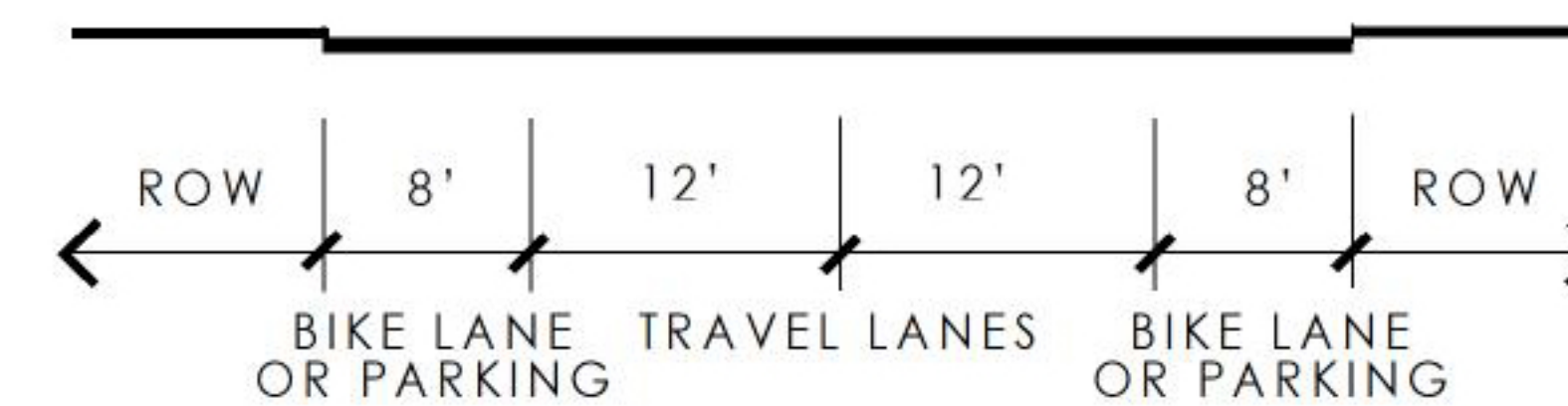
PLAN VIEW



SECTION SOUTH OF SANTA VICTORIA



SECTION NORTH OF SANTA VICTORIA



ROAD SECTION



GREENWAY SECTION

CONCEPTUAL PLAN

SANTA HELENA COMMUNITY TRAIL

ATTACHMENT 1

CITY OF SOLANA BEACH

JULY 11, 2019



ATTACHMENT 2



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 14, 2021
ORIGINATING DEPT: City Clerk's Department
SUBJECT: **League of California Cities' 2021 Annual Business Meeting
Voting Delegates Designees**

BACKGROUND:

The League of California Cities (League) has announced the 2021 Annual Conference will be held on September 22-24, 2021 at the SAFE Credit Union Convention Center in Sacramento. Attendance will be in person and includes educational sessions and networking opportunities. The Annual Business Meeting will be held on September 24th where the League membership will consider and take action on resolutions that establish League policy. The League resolutions and policy-making decisions, in conjunction with the League's efforts, help guide cities to improve the quality and responsiveness of local government. The League requires each City Council to designate its voting delegate and may appoint up to two alternate voting delegates.

This item is before Council to officially appoint voting delegates for the League's 2021 Annual Conference, as required, which the City Clerk will attest and forwarded to the League.

DISCUSSION:

Consistent with League bylaws, a City's voting delegate and alternate(s) must be designated by City Council action in order to act on behalf of the City of Solana Beach. The voting delegate and alternate(s) must be registered to attend the conference, and at least one delegate must be present at the Business Meeting. Each registration is for a single person and sharing of registration is prohibited. The voting will be done through the online session platform.

Designated Delegates

Currently serving on the League Executive Committee of San Diego County are Deputy Mayor Becker, primary, and Councilmember Harless, alternate, having been appointed January 2021.

CITY COUNCIL ACTION: _____

Designating Additional Alternate Delegate

In the past, the City Council has appointed the City Manager as a second alternate, in case either the primary or alternate are unable to be present at the meeting when votes are called. Therefore, City Manager Gregory Wade is recommended to be appointed as the 2nd alternate voting delegate.

September 22, 2021 City Council Meeting Conflict

This conference begins on September 22nd and requires in-person attendance. It falls on the same day as a regularly scheduled Council meeting. Therefore, this Council meeting may be cancelled, and a special meeting be considered for September 29th.

CEQA COMPLIANCE STATEMENT: N/A

FISCAL IMPACT:

Fiscal impact is the cost of registration for each League member-city official and the delegates' travel, lodging and meals.

WORK PLAN: N/A

OPTIONS:

- Appoint voting delegates to represent the City of Solana Beach at the 2021 League of California Cities Annual Conference.
- Do not appoint voting delegates, forfeiting all or some voting rights for Solana Beach.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council:

1. Appoint Deputy Mayor Becker, primary voting delegate, Councilmember Harless, 1st alternate, and City Manager, Gregory Wade, 2nd alternate, as the voting delegates for the 2021 Annual Business Meeting of the League of California Cities Annual Conference.
2. Authorize the City Clerk to attest to the appointments and submit the Official Voting Form to the League of California Cities before September 15, 2021.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Correspondence from League of California Cities, Voting Procedures, and Delegate/Alternate Form.



Council Action Advised by August 31, 2021

June 16, 2021

TO: City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 22-24, 2021**

Cal Cities 2021 Annual Conference & Expo is scheduled for September 22-24, 2021 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 24. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Wednesday, September 15. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note: Our number one priority will continue to be the health and safety of participants. We are working closely with the Sacramento Convention Center to ensure that important protocols and cleaning procedures continue, and if necessary, are strengthened. Attendees can anticipate updates as the conference approaches.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open mid-June at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.
- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but

only between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 22, 8:00 a.m. – 6:00 p.m.; Thursday, September 23, 7:00 a.m. – 4:00 p.m.; and Friday, September 24, 7:30 a.m.– 11:30 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 15. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



CITY: _____

**2021 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Wednesday, September 15, 2021. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email _____

Mayor or City Clerk _____
(circle one) (signature)

Date _____ Phone _____

Please complete and return by Wednesday, September 15, 2021 to:

Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@cacities.org

Phone: (916) 658-8254



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 14, 2021
ORIGINATING DEPT: City Manager
SUBJECT: **Council Consideration of Resolution 2021-098
Authorizing the City Manager to Enter into A
Professional Service Agreement with Bob Hoffman
Video and Photography**

BACKGROUND:

Bob Hoffman Video and Photography began consulting with the City of Solana Beach (City) in May 2006. Bob Hoffman primarily provides video production services to televise City Council (Council) and other important meetings. Each meeting has a qualified video producer on-hand to film the meetings and a second operator acting as a sound and lighting engineer.

During the past 15 years as a consultant, Bob Hoffman Video and Photography has performed its duties in an exemplary fashion. Each meeting has had a qualified video producer and a second operator on-hand to film the meetings resulting in Council meeting videos being produced with great quality. The previous Professional Services Agreement (PSA) for Video Production Services has expired, and a new PSA is needed.

This item is before Council to consider adopting Resolution 2021-098 (Attachment 1) authorizing the City Manager to enter into a one year PSA with Bob Hoffman Video and Photography for video production services with an option to extend for an additional four (4) years based on satisfactory past performance.

DISCUSSION:

The City desires to televise Council and other important meetings in order to increase transparency and involvement in local government decisions. The City uses a consultant to aide in televising these meetings. The consultant's duties include

CITY COUNCIL ACTION:

operating the cameras, creating graphics, managing lighting and sound, as well as producing DVD recordings of all meetings.

Staff has relied heavily in the past on Bob Hoffman Video and Photography to produce quality videos and to ensure an accurate record of the meetings. Bob Hoffman Video and Photography has an in-depth understanding of the programming, configuration, and integration of the City's various audio-visual systems making them unique in this manner. Staff wishes to continue to utilize the consultant as its video producer.

Under SBMC Section 3.08.140(F), the City Manager may waive the requirement under SBMC Section 3.08.080(F) that professional services contracts must go out to bid after five years of utilizing the same vendor where economically feasible. Bob Hoffman Video and Photography has an in-depth understanding of the programming, configuration, and integration of the City's various Audio/Visual systems making them unique among other video producers.

Staff is recommending the approval of a Professional Service Agreement with Bob Hoffman Video and Photography.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

The Adopted Fiscal Year 2021/22 Budget contains \$25,000 in the Information Technology Communication Broadcast budget account for video production services. The amount of the agreement will be set for an amount not to exceed \$25,000 per fiscal year. The amount of the entire agreement will be an amount not to exceed \$125,000, should the four (4) additional one-year extension options are exercised.

WORK PLAN:

N/A

OPTIONS:

- Approve Staff recommendation.
- Approve Staff recommendation with alternative amendments / modifications.
- Reject Staff recommendation and provide direction.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2021-098 authorizing the City Manager to enter into a one year Professional Services Agreement with Bob Hoffman Video and Photography with an option to extend for four (4) additional one-year periods based on satisfactory performance.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager

Attachments:

1. Resolution 2021-098

RESOLUTION 2021-098

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH BOB HOFFMAN VIDEO AND PHOTOGRAPHY FOR VIDEO PRODUCTION SERVICES

WHEREAS, the City of Solana Beach wishes to televise City Council meetings and other important meetings in order to increase transparency and involvement in local government; and

WHEREAS, the existing Professional Services Agreement with Bob Hoffman Video and Photography to provide video production services has expired; and

WHEREAS, the proposed Professional Services Agreement would provide video production services until June 30, 2022; and

WHEREAS, the City Manager may extend the agreement for up to four (4) additional one year periods; and

WHEREAS, the contractor, Bob Hoffman Video and Photography, has provided services to the City since 2006 and has valuable knowledge of the City's existing Audio Visual systems; and

WHEREAS, under SBMC Section 3.08.140(F), the City Manager may waive the requirement under SBMC Section 3.08.080(F) that professional services contracts go out to bid after five (5) years of utilizing the same vendor where economically feasible.

NOW, THEREFORE, the City Council of the City of Solana Beach, California, does resolves as follows:

1. That the above recitations are true and correct.
2. That the City Council authorizes the City Manager to sign a Professional Services Agreement with Bob Hoffman Video and Photography.
3. That the City Manager is authorized to execute an extension to the agreement for up to four (4) additional one-year periods based upon satisfactory performance in amounts not to exceed \$25,000 per fiscal year.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, held on the 14th day of July 2021, by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA CANLAS, City Attorney

ANGELA IVEY, City Clerk



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 14, 2021
ORIGINATING DEPT: Finance
SUBJECT: **Quarterly Investment Report**

BACKGROUND:

California Government Code Section 53600 requires timely reporting of local agency investment transactions and portfolio to the agency's legislative body.

This item is before Council to receive a presentation and to accept and file the Cash and Investment Report for the quarter ended June 30, 2021.

DISCUSSION:

The investment objectives for the City of Solana Beach are 1) to provide safety to ensure the preservation of capital in the overall portfolio, 2) to provide sufficient liquidity for cash needs and 3) to generate a market rate of return consistent with the Investment Policy. The performance objective for the portfolio is to earn a total rate of return through a market cycle that is equal to or above the return on the benchmark yield. In order to achieve this objective, the portfolio invests in high-quality fixed income securities that comply with the Investment Policy and all applicable regulations governing the funds.

The attached Quarterly Cash and Investment Report ensures that the City complies with Section 53600. The City's investment portfolio complies with the City's Investment Policy that is approved annually by the City Council. The majority of City funds are invested in Chandler Asset Management (Chandler), Public Agency Retirement Services (PARS), and Local Agency Investment Fund (LAIF). A representative from Chandler will be at the July 14th Council meeting to provide an update of the City's investment portfolio under its management and overview of the market. Highmark Capital, who manages the City's PARS Trust Funds is unavailable on July 14th but will be scheduled for a future Council meeting to provide an update to Council.

CITY COUNCIL ACTION:

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA

FISCAL IMPACT:

None

WORK PLAN:

N/A

OPTIONS:

- Receive reports
- Provide direction

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council accepts and files the attached Cash and Investment Report for the quarter ended June 30, 2021.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager

Attachments:

1. Cash and Investment Report – June 30, 2021
2. Chandler Asset Quarterly Investment Report- June 30, 2021
3. PARS Trust Monthly Statement – May 31, 2021

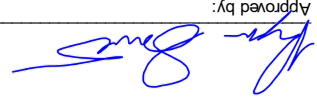
**City of Solana Beach
Cash and Investment Report
June 30, 2021**

Type of Investment	Custodian	Maturity	Current Stated Yield	Percent of Portfolio	Cost Value	Market Value	Current Quarter Yield	Quarter Earned Interest	Fiscal Year Interest Earned to Date
					(Rounded)	(Rounded)		(Rounded)	(Rounded)
General Checking Account	Union Bank of California	On Demand	N/A	18.04%	\$ 7,990,907	\$ 7,990,907	N/A	N/A	N/A
Payroll Account	Union Bank of California	On Demand	N/A	0.89%	394,628	394,628	N/A	N/A	N/A
Workers Comp - Checking	Union Bank of California	On Demand	N/A	0.09%	38,570	38,570	N/A	N/A	N/A
Successor Agency - Checking	Union Bank of California	On Demand	N/A	0.54%	237,746	237,746	N/A	N/A	N/A
SEA Lockbox	River City Bank	On Demand	N/A	0.62%	276,107	276,107	N/A	N/A	N/A
SEA Reserve	River City Bank	On Demand	N/A	0.01%	3,863	3,863	0.00%	43	299
Local Agency Investment Fund	State of CA	On Demand	N/A	9.23%	4,087,472	4,087,472	(2)	-	34,946 (8)
Chandler Asset Management (CMA) Investment Portfolio	US Bank	1 to 3 years	N/A	61.89%	27,415,065	27,794,250	(5)	63,927 (6)(7)	542,015 (6)(7)
Public Agency Retirement Services (PARS) US Bank		Varied	N/A	8.70%	3,855,418	4,464,258 (3)(8)	4.46%	31,097 (7)(8)	208,256 (7)(8)
Blackrock Institutional Funds 2011 SEJPA Revenue Bonds	Union Bank of California	Varied	N/A	0.00%	0	0	(4)	-	-
Blackrock Institutional Funds 2017 Waste Water Revenue Bonds	Union Bank of California	Varied	N/A	0.00%	0	0	(4)	-	-
Wells Fargo Advantage Money Market RDA Refunding Bond Series 2017	Wells Fargo Bank	Varied	N/A	0.00%	13	13	(4)	-	1
Total Cash and Investments									
				100.00%	\$ 44,299,791	\$ 45,287,816		\$ 95,067	\$ 785,516

(1) Funds may be withdrawn with 24 hours notice
 (2) Source: Monthly Pooled Money Investment Account Market Valuation as reported by LAIF (if available)
 (3) Source: US Bank Asset Summary
 (4) Source: fiscal agent month-end statements.
 (5) Source: CMA statements
 (6) Includes accrued interest
 (7) Includes realized investment gains/losses of current quarter
 (8) June LAIF and PARS US Bank statement unavailable at time of Staff Report and are not included in Interest totals. PARS balance and interest as of May 2021

I certify that this report accurately reflects all pooled investments and is in compliance with Government Code Section 53640-53646 as amended January 1, 1996, as well as the investment policy of the City of Solana Beach as approved annually by the City Council.
 Furthermore, I certify that sufficient investment liquidity and anticipated revenues are available to meet the City's budgeted expenditure requirements for the next six months.

Date 07/06/21

Approved by: 
 Ryan Smith
 Finance Director/Treasurer

Prepared by: CM
 Cathrine Wong
 Senior Accountant

City of Solana Beach

Period Ending June 30, 2021

CHANDLER ASSET MANAGEMENT, INC. | 800.317.4747 | www.chandlerasset.com

ATTACHMENT 2



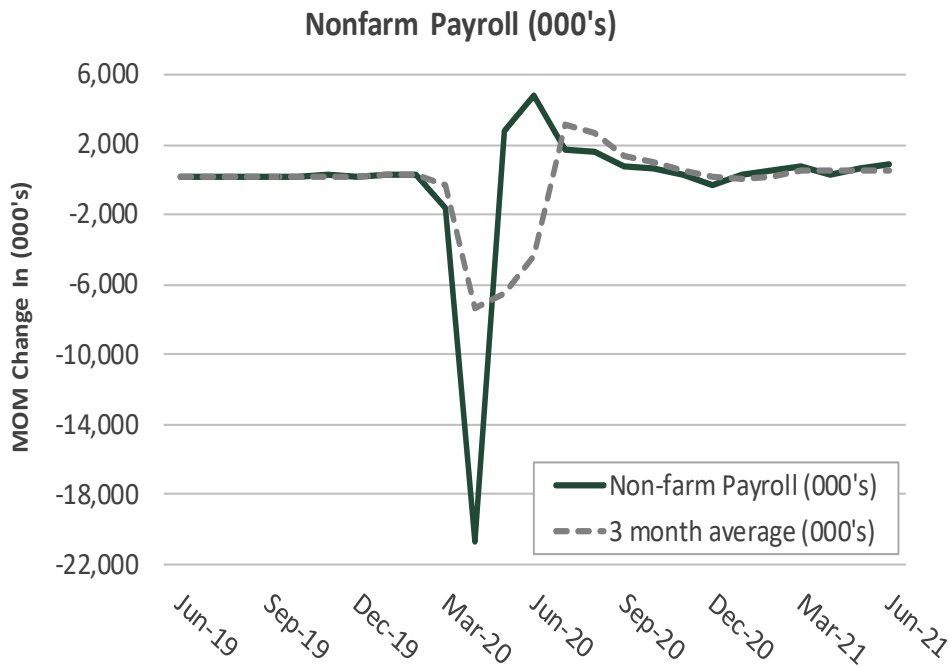
SECTION 1	Economic Update
SECTION 2	Account Profile
SECTION 3	Portfolio Holdings
SECTION 4	Transactions

Section 1 | Economic Update

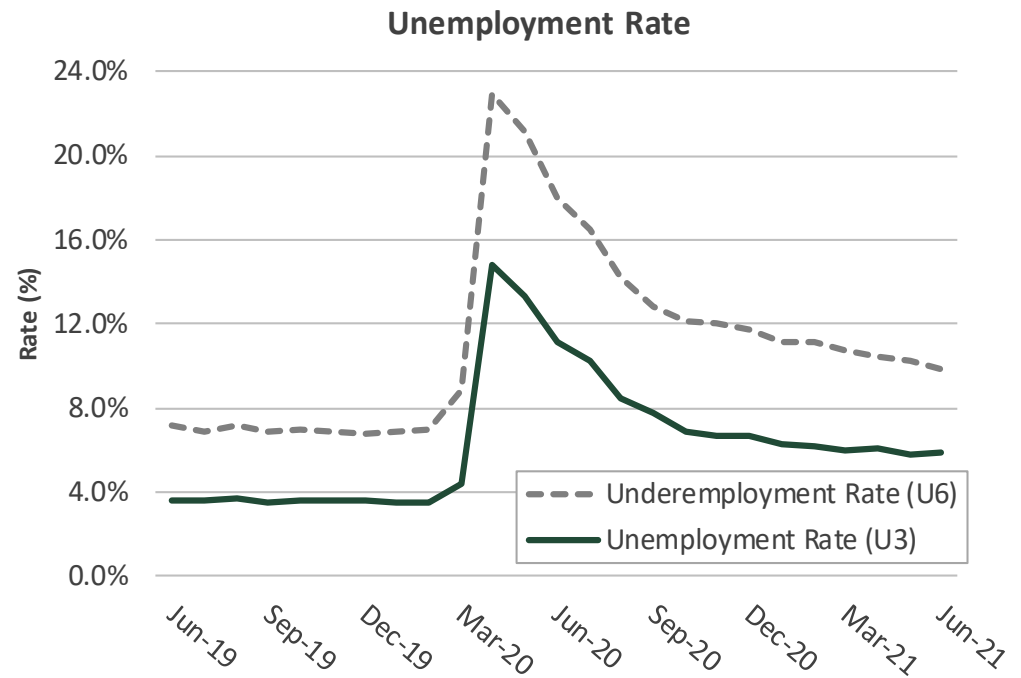
Economic Update

- The US economy continues to recover and while some pockets of the economy remain dislocated, real gross domestic product (GDP) is approaching pre-pandemic levels. The recovery has been fueled by robust fiscal spending, accommodative monetary policy, and a swift vaccine rollout. These factors are beginning to moderate but should continue to provide tailwinds for the economy in the coming quarters. Vaccinations have slowed down, and infection rates in the US have recently ticked up but remain well below their peak. Some pandemic-related fiscal relief is starting to phase out, but President Biden and a group of bipartisan senators have agreed to an overall framework for a roughly \$1 trillion infrastructure plan (including about \$579 billion in new federal spending above previously approved levels). Though the details still need to be hashed out and a deal would need full congressional approval, the negotiations signal that more fiscal stimulus is likely on the horizon. Meanwhile, the Federal Reserve continues to signal that it will look past any near-term uptick in inflation to facilitate continued improvement in the labor market. Estimates for US GDP growth remain strong. The current Bloomberg consensus estimate for 2021 and 2022 US GDP growth are 6.6% and 4.1%, respectively.
- The Federal Open Market Committee (FOMC) kept monetary policy unchanged at its June meeting. The fed funds target rate remains in the range of 0.0% to 0.25%, and the Fed continues to purchase \$80 billion of Treasuries per month, and \$40 billion of agency mortgage-backed securities per month. The Fed has started to discuss the idea of reducing its asset purchases at some point, but that decision remains uncertain. FOMC members' updated economic projections also suggest that the Fed may start to raise interest rates in 2023, versus the previous estimate of 2024, as the economy may be on track to reach their employment and inflation goals at a faster than expected pace. Overall, monetary policy remains highly accommodative for now, but the Fed seems to be inching toward a path of policy normalization. We anticipate the Fed will remain on the sidelines over the near-term, but we believe the probability that the Fed will begin tapering its asset purchases during the first half of next year has increased.
- The yield curve flattened in June. We believe multiple factors influenced Treasury rates in the month, including market technicals, dollar strengthening, uneven global vaccination rates, and a more modest forecast for U.S. infrastructure spending than initially expected. Nevertheless, we believe longer-term rates have room to move higher this year and we believe the Treasury yield curve is poised to steepen in the second half of the year.

Employment



Source: US Department of Labor

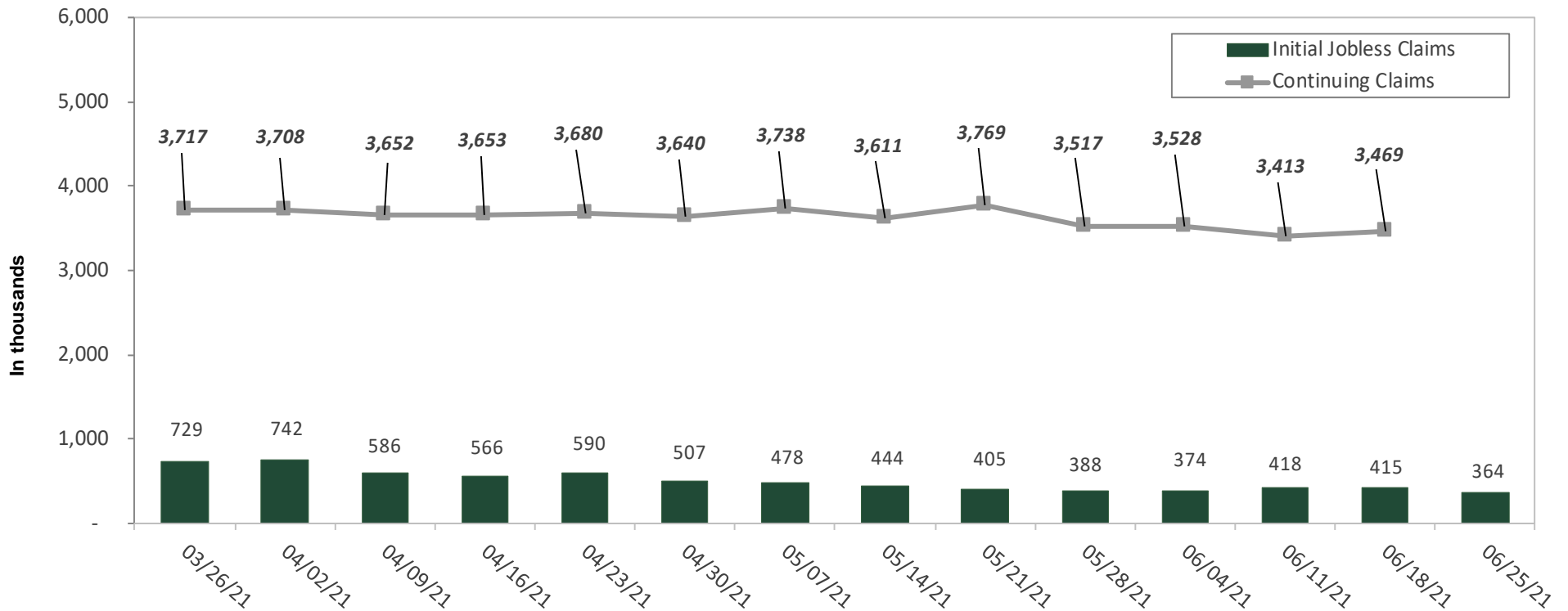


Source: US Department of Labor

Job growth was stronger than expected in June. U.S. nonfarm payrolls increased by 850,000, versus the consensus forecast of 720,000. May payrolls were also revised up by 24,000 to 583,000. On a trailing 3-month and 6-month basis, payrolls increased by an average of 567,000 and 543,000 per month, respectively, which is indicative of a steady recovery in the labor market. The leisure and hospitality sectors continue to drive the job gains in June and increased by 343,000. Government payrolls also posted a solid increase of 188,000 in June. The labor participation rate was unchanged at 61.6% in June and is 1.7% lower than the pre-pandemic level. The employment-population ratio was also unchanged in the month at 58.0% and is 3.1% below the pre-pandemic level. The unemployment rate ticked higher to 5.9% in June from 5.8% in May and remains well above the pre-pandemic low of 3.5% in February 2020. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons, declined to 9.8% in June from 10.2% in May (versus 7.0% in February 2020). The index of aggregate private weekly payrolls was up 2.8% in June from February 2020, suggesting a solid increase in aggregate wages.

Initial Claims for Unemployment

Initial Claims For Unemployment March 26, 2021 - June 25, 2021

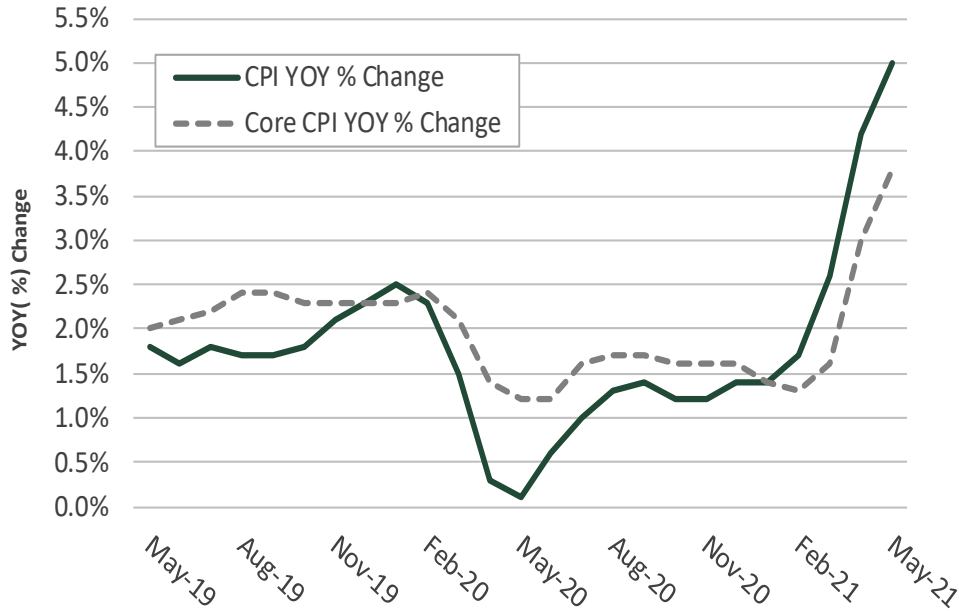


Source: US Department of Labor

In the most recent week, the number of initial jobless claims declined to 364,000 versus 415,000 in the prior week. The level of continuing unemployment claims (where the data is lagged by one week) was little changed at 3.469 million versus 3.413 million in the prior week. Although continuing jobless claims have declined significantly from the peak of nearly 25 million last May, they remained above the 2019 (pre-pandemic) average of 1.7 million.

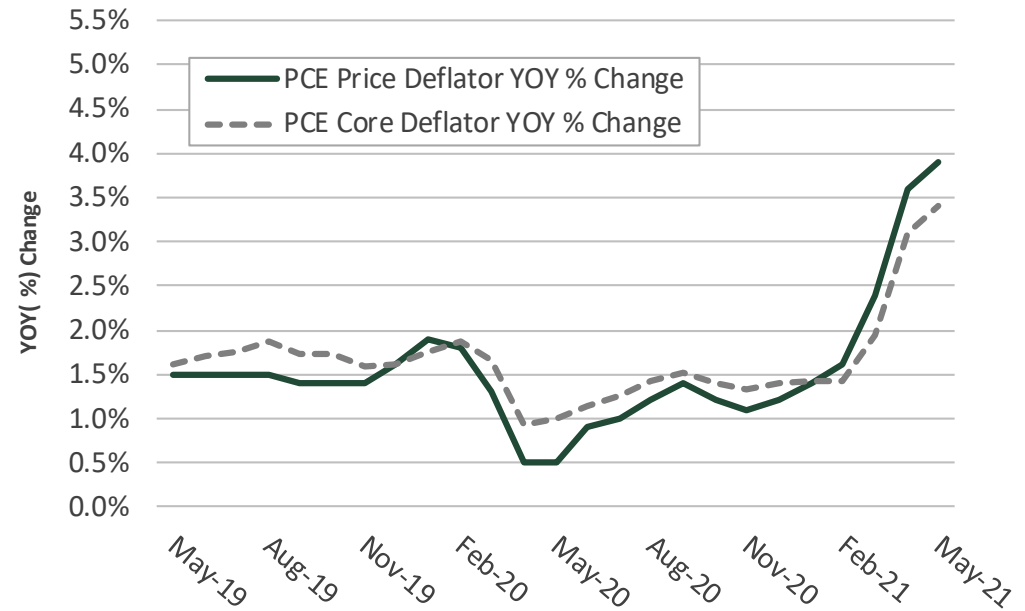
Inflation

Consumer Price Index (CPI)



Source: US Department of Labor

Personal Consumption Expenditures (PCE)

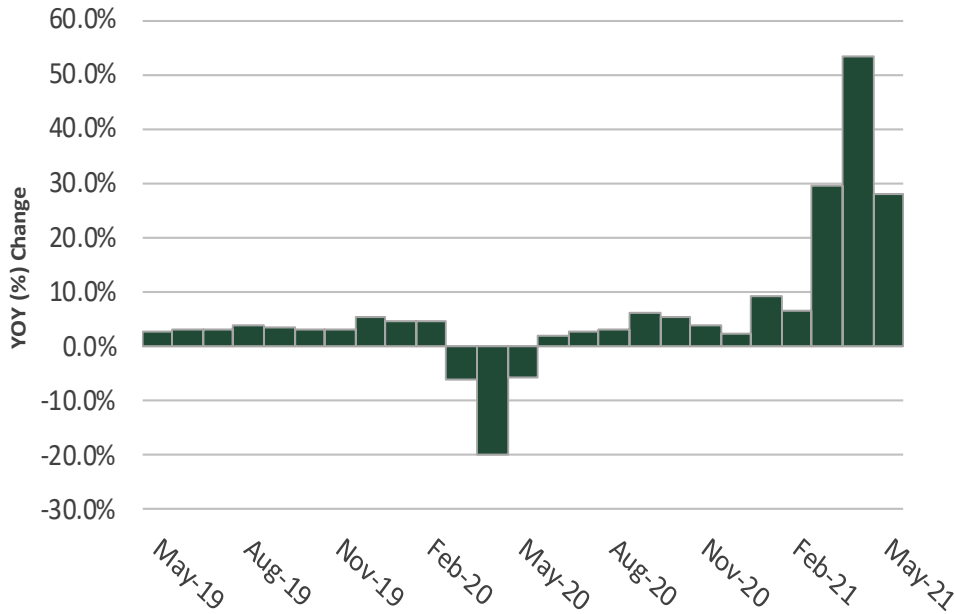


Source: US Department of Commerce

The Consumer Price Index (CPI) was up 5.0% year-over-year in May versus up 4.2% in April. Core CPI (CPI less food and energy) was up 3.8% year-over-year in May, versus up 3.0% in April. The Personal Consumption Expenditures (PCE) index was up 3.9% year-over-year in May, versus up 3.6% year-over-year in April. Core PCE was up 3.4% year-over-year in May, versus up 3.1% year-over-year in April. Current inflation readings are running well above the Fed's longer-run target of around 2.0%. However, the Fed believes that much (if not all) of the recent pricing pressure have been caused by pandemic-related factors (e.g., base effects and supply chain disruptions). Fed policymakers have reiterated that they believe most of those factors will be temporary.

Consumer

Retail Sales YOY % Change



Source: US Department of Commerce

Consumer Confidence

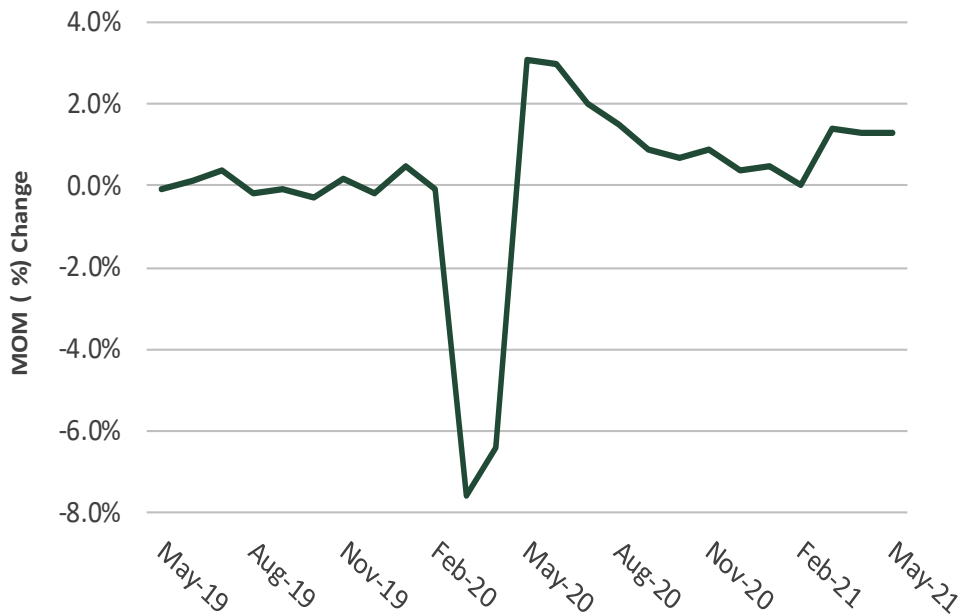


Source: The Conference Board

On a year-over-year basis, retail sales were up 28.1% in May versus up 53.4% in April. The year-over-year gains are distorted by the drop-off in spending and activity at the early stage of the pandemic last year. On a month-over-month basis, retail sales declined 1.3% in May, following a 0.9% increase in April. Retail sales have been somewhat uneven on a monthly basis due to the timing of fiscal stimulus and economic reopening. Overall, we believe consumer spending remains healthy and consistent with an ongoing recovery in economic activity. The Consumer Confidence index jumped to 127.3 in June from 120.0 in May, reflecting a strong view of current conditions and a more upbeat outlook.

Economic Activity

Leading Economic Indicators (LEI)



Source: The Conference Board

Chicago Fed National Activity Index (CFNAI)

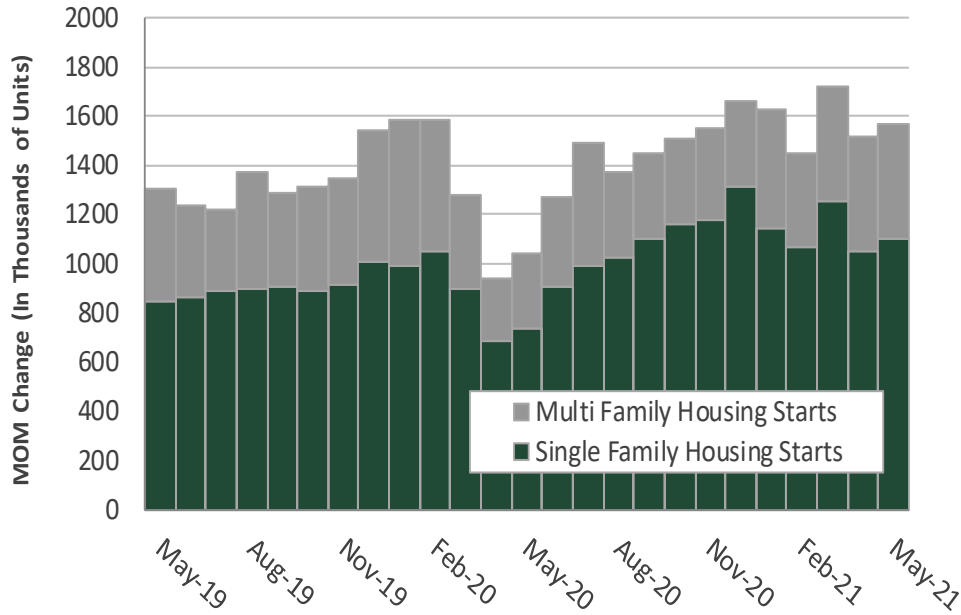


Source: Federal Reserve Bank of Chicago

The Conference Board’s Leading Economic Index (LEI) increased 1.3% month-over-month in May (in line with expectations), following a 1.3% increase in April. On a year-over-year basis, the LEI was up 14.7% in May against a severe decline in the index during the early stage of the pandemic last year. According to the Conference Board, the index suggests that economic growth will remain strong in the near term. Meanwhile, the Chicago Fed National Activity Index (CFNAI) increased to 0.29 in May from -0.09 in April. On a 3-month moving average basis, the CFNAI increased to 0.81 in May from 0.17 in April, and it continues to signal above-trend economic growth.

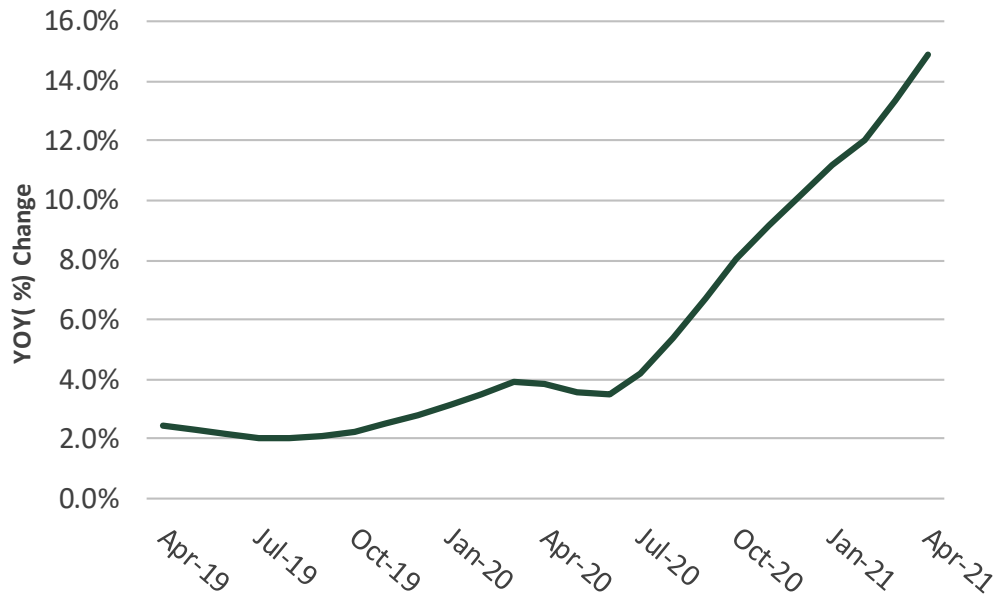
Housing

Housing Starts



Source: US Department of Commerce

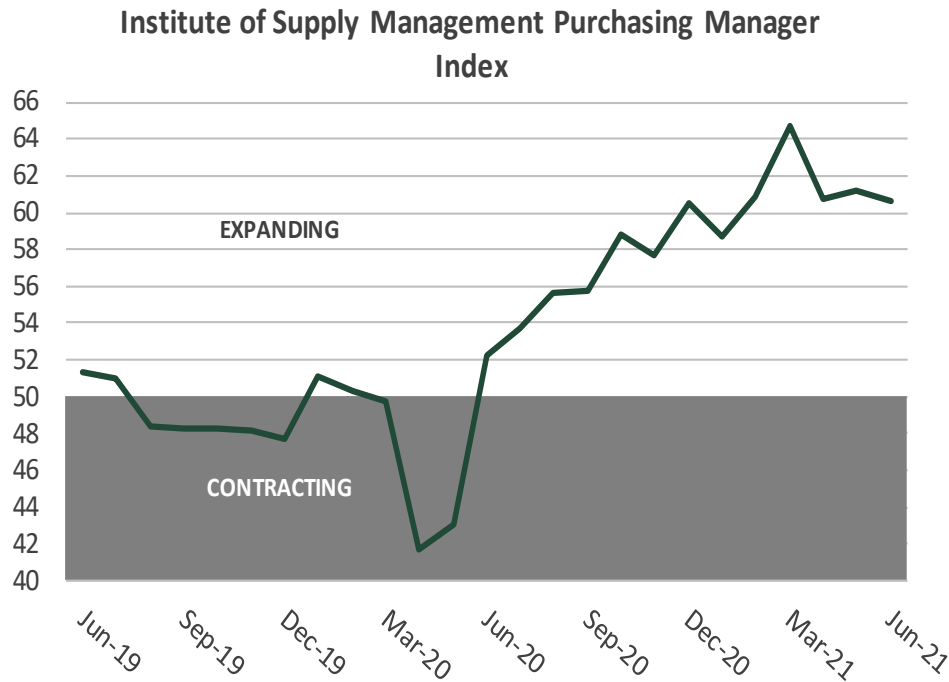
S&P/Case-Shiller 20 City Composite Home Price Index



Source: S&P

Total housing starts rose 3.6% in May to an annual pace of 1,572,000. Single-family starts rose 4.2% in May while multi-family starts were up 2.4%. On a year-over-year basis, housing starts were up 50.3% in May, due in part to the steep decline in activity during the early stage of the pandemic last year. According to the Case-Shiller 20-City home price index, home prices were up 14.9% year-over-year in April versus up 13.4% year-over-year in March. Low inventory and strong demand continue to put upward pressure on home prices.

Manufacturing



Source: Institute for Supply Management



Source: Federal Reserve

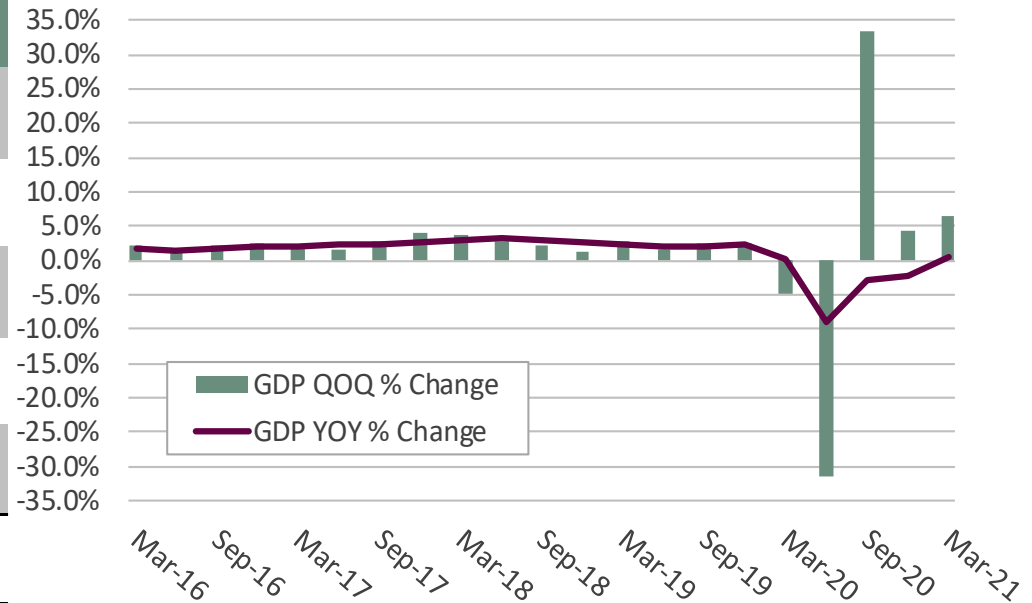
The Institute for Supply Management (ISM) manufacturing index eased slightly to 60.6 in June from 61.2 in May. The index continues to point to strength in manufacturing, as readings above 50.0 are indicative of expansion in the manufacturing sector. We believe a weaker US dollar has been supportive of the US manufacturing sector during the pandemic, though the dollar index has been creeping higher since the end of May. The Industrial Production index was up 16.3% year-over-year in May, versus up 17.6% in April. The year-over-year rates are distorted by the effects of the pandemic last year. On a month-over-month basis, the Industrial Production index increased 0.8% in May, following a 0.1% increase in April. Capacity Utilization increased to 75.2% in May from 74.6% in April but remains well below the long-run average of 79.8%. Chip shortages continue to weigh on activity in the manufacturing sector.

Gross Domestic Product (GDP)

Components of GDP	6/20	9/20	12/20	3/21
Personal Consumption Expenditures	-24.0%	25.4%	1.6%	7.4%
Gross Private Domestic Investment	-8.8%	12.0%	4.4%	-0.6%
Net Exports and Imports	0.6%	-3.2%	-1.5%	-1.5%
Federal Government Expenditures	1.2%	-0.4%	-0.1%	0.9%
State and Local (Consumption and Gross Investment)	-0.4%	-0.4%	-0.1%	0.1%
Total	-31.4%	33.4%	4.3%	6.4%

Source: US Department of Commerce

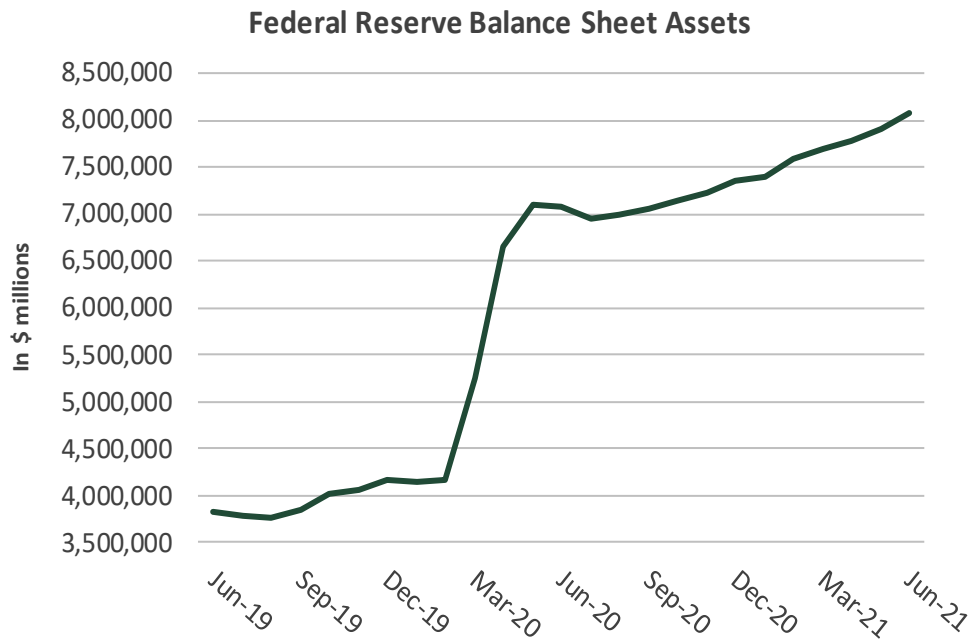
Gross Domestic Product (GDP)



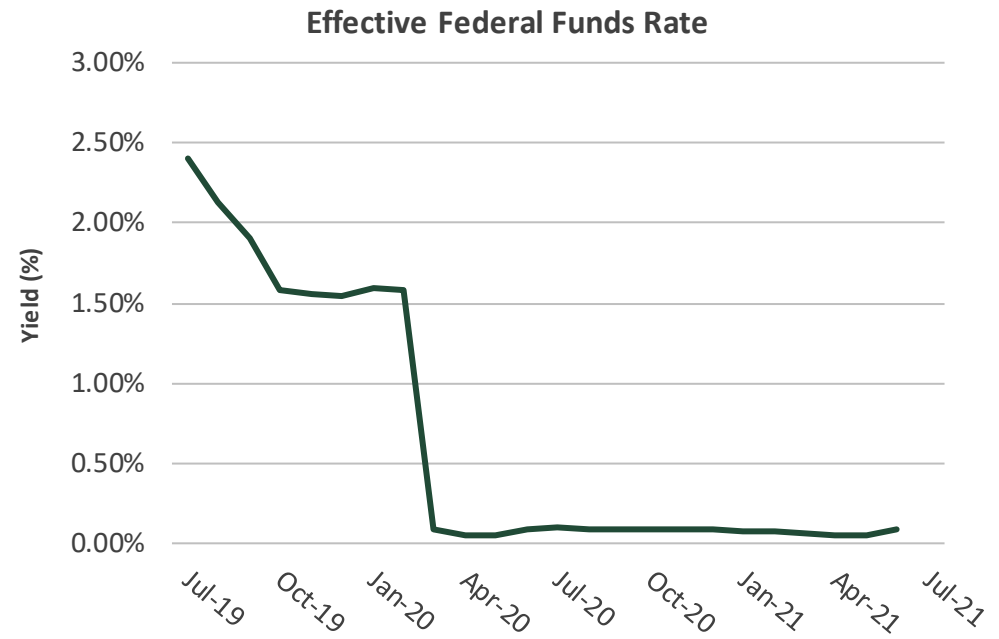
Source: US Department of Commerce

US economic growth accelerated in the first quarter. According to the third estimate, real US gross domestic product (GDP) grew at an annualized rate of 6.4% in the first quarter, following 4.3% growth in the fourth quarter of 2020. Economic growth is believed to have accelerated even further in the second quarter to an annualized rate of 10.0%. The consensus forecast for full year 2021 US gross domestic product growth is 6.6%, following a 3.5% decline in 2020.

Federal Reserve



Source: Federal Reserve



Source: Bloomberg

Last year, the Fed took a wide range of aggressive actions to help stabilize and provide liquidity to the financial markets. The Fed lowered the fed funds target rate to a range of 0.0%-0.25% and continues to purchase Treasury and agency mortgage-backed securities to support smooth market functioning. Last year, policymakers reinstated the Commercial Paper Funding Facility and Money Market Mutual Fund Liquidity Facility. The Fed also established the Primary Market Corporate Credit Facility, Secondary Market Corporate Credit Facility, Term Asset-Backed Securities Loan Facility, Paycheck Protection Program Liquidity Facility, Main Street Lending Facility, and Municipal Liquidity Facility. The Fed has also provided short-term funding through large-scale repo operations and lowered the reserve requirement for depository institutions. Notably, many of the Fed's lending facilities expired at the end of 2020, including the Fed's corporate credit, asset-backed securities, municipal lending, and Main Street Lending programs. In June 2021, the Fed announced plans to gradually unwind its corporate credit facility and expects to sell the full portfolio by year-end.

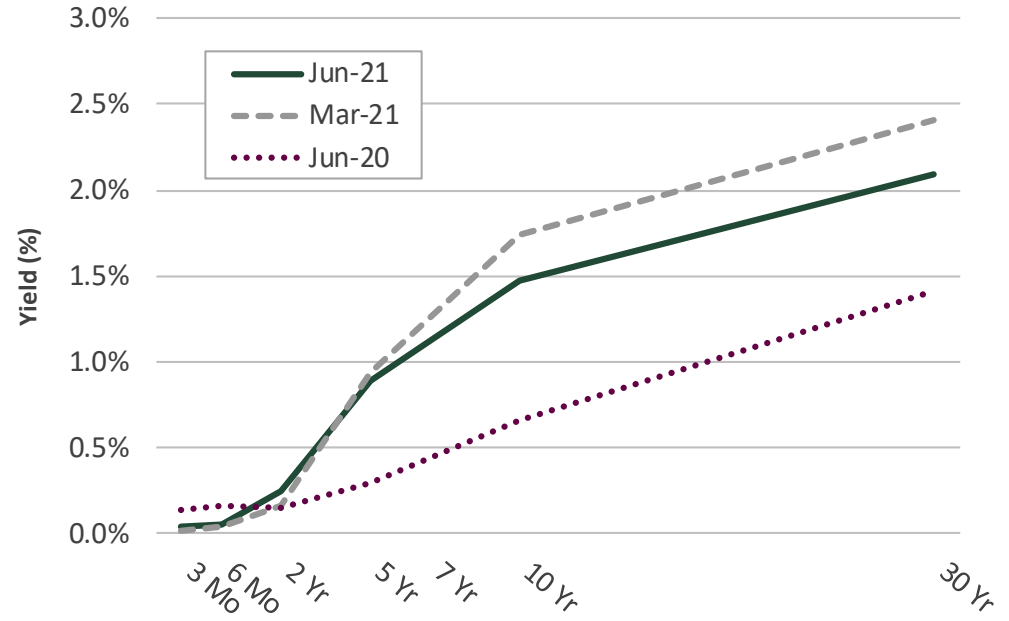
Bond Yields

US Treasury Note Yields



Source: Bloomberg

US Treasury Yield Curve



Source: Bloomberg

The treasury yield curve is steeper on a year-over-year basis. The 3-month T-bill yield was about nine basis points lower, while the 2-year Treasury yield was about ten basis points higher, and the 10-Year Treasury yield was about 81 basis points higher, year-over-year, as of June month-end. The Fed has signaled plans to keep the front end of the Treasury yield curve anchored near zero until 2023. We believe longer-term rates still have room to move higher this year.



Section 2 | Account Profile

Investment Objectives

The investment objectives for the City of Solana Beach, in order of priority, are to provide safety to ensure the preservation of capital in the overall portfolio, provide sufficient liquidity for cash needs, and a market rate of return consistent with the investment program.

Chandler Asset Management Performance Objective

The performance objective for the portfolio is to earn a total rate of return through a market cycle that is equal to or above the return on the benchmark index.

Strategy

In order to achieve this objective, the portfolio invests in high-quality fixed income securities that comply with the investment policy and all regulations governing the funds.

City of Solana Beach

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

Category	Standard	Comment
U.S. Treasuries	No limitations; Full faith and credit of the U.S. are pledged for the payment of principal and interest	<i>Complies</i>
Federal Agencies	25% max per Agency/GSE issuer; 20% max callable agency securities; Federal agencies or U.S. government-sponsored enterprise obligations, participations, or other instruments, including those issued or fully guaranteed as to principal and interest by federal agencies or U.S. government sponsored enterprises.	<i>Complies</i>
Supranational Obligations	"AA" rating category or higher by a Nationally Recognized Statistical Rating Organization ("NRSRO"); 30% max; 10% max per issuer; USD denominated senior unsecured unsubordinated obligations; Issued or unconditionally guaranteed by International Bank for Reconstruction & Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB)	<i>Complies</i>
Municipal Securities (CA, Local Agency)	"A" rating category or higher by a NRSRO; 30% max; 5% max per issuer; Include obligations of the City, State of California, and any local agency within the State of California	<i>Complies</i>
Municipal Securities (CA, Other States)	"A" rating category or higher by a NRSRO; 30% max; 5% max per issuer; Bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state, or by a department, board, agency, or authority of any of the other 49 states, in addition to California.	<i>Complies</i>
Corporate Medium Term Notes	"A" or higher by a NRSRO; 30% max; 5% max per issuer; Issuer is a corporation organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S.	<i>Complies</i>
Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations	"AA" rating category or better by a NRSRO; 20% max (combined ABS/MBS/CMO); 5% max per Asset-Backed or Commercial Mortgage security issuer; There is no issuer limitation on any Mortgage security where the issuer is the U.S. Treasury or a Federal City/GSE; Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations from issuers not defined in section 3 (US Treasuries) and 4 (Federal Agencies) of the Authorized Investments section of the policy	<i>Complies</i>
Negotiable Certificates of Deposit (NCD)	The amount of NCD insured up to the FDIC limit does not require any credit ratings; Any amount above FDIC insured limit must be issued by institutions with "A-1" short-term debt rating or higher by a NRSRO; or "A" long-term rating category or higher by a NRSRO; 30% max (combined with CDARS); 5% max per issuer; Issued by a nationally or state-chartered bank, or a federal or state association, a state or federal credit union, or by a federally-licensed or state-licensed branch of a foreign bank.	<i>Complies</i>
Certificate of Deposit Placement Service (CDARS)	30% max (combination of Certificates of Deposit, including CDARS)	<i>Complies</i>
FDIC Insured Time Deposits (Non-negotiable CD/TD)	Non-Negotiable Certificates of Deposit in state or federally chartered banks, savings and loans, or credit unions; The amount per institution is limited to maximum covered under FDIC; 20% max combined FDIC & Collateralized CD/TD	<i>Complies</i>
Collateralized Time Deposits (Non-negotiable CD/TD)	Non-Negotiable Certificates of Deposit in state or federally chartered banks, savings and loans, or credit unions in excess of insured amounts which are fully collateralized with securities in accordance with California law; 20% max combined FDIC & Collateralized CD/TD	<i>Complies</i>
Collateralized Bank Deposits	City's deposits with financial institutions will be collateralized with pledged securities per California Government Code	<i>Complies</i>

City of Solana Beach

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

Category	Standard	Comment
Banker's Acceptances	"A-1" short-term debt rated or higher by a NRSRO; or "A" long-term debt rating category or higher by a NRSRO; 40% max; 5% max per issuer; 180 days max maturity	Complies
Commercial Paper	"A-1" or rated or higher by a NRSRO; "A" long-term rating category or higher by a NRSRO; 25% max; 5% max per issuer; 270 days max maturity; Issuer is a corporation organized and operating in U.S. with assets in excess of \$500 million; 10% max of the outstanding commercial paper of any single issuer	Complies
Money Market Mutual Funds	Registered with SEC under Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria: (i) Highest rating by two NRSROs; or (ii) Retained an investment adviser registered or exempt from SEC registration with > 5 years experience managing money market mutual funds with AUM >\$500 million; (iii) 20% max per Money Market Mutual Fund; 20% max combined Money Market Mutual Funds and Mutual Funds	Complies
Mutual Funds	Invest in securities as authorized under CGC, Section 53601 (a) to (k) and (m) to (q) inclusive and meet either of the following criteria: (i) Highest rating by two NRSROs; or (ii) Retained an investment adviser registered or exempt from SEC registration with > 5 years experience investing in securities authorized by CGC, Section 53601 and with AUM >\$500 million; (iii) 10% max per Mutual Fund; 20% max combined Money Market Mutual Funds and Mutual Funds	Complies
Local Agency Investment Fund (LAIF)	Maximum amount permitted by LAIF; Not used by investment adviser	Complies
Investment Trust of California (CALTRUST)	Joint powers authority (JPA) organized and managed by the Investment Trust of California JPA for the benefit of local agencies, pursuant to CGC; Not used by investment adviser	Complies
Repurchase Agreements	102% Collateralized; 1 year max maturity; Not used by investment adviser	Complies
Prohibited Securities	Futures and Options; Inverse floaters; Ranges notes, Mortgage-derived or Interest-only strips; Zero interest accrual securities, if held to maturity; Trading securities for the sole purpose of speculating on the future direction of interest rates; Purchasing or selling securities on margin; Reverse repurchase agreements; Securities lending or any other form of borrowing or leverage; Foreign currency denominated securities; Purchases of securities issued by fossil fuel companies that directly source the majority (more than 50%) of their revenue from oil, gas, and or coal production.	Complies
Max Per Issuer	No more than 5% in any single issuer, except U.S. Government, its Agencies and GSEs, Supranationals, Money Market Mutual Funds, LAIF, LGIP, or where otherwise specified in the investment policy	Complies
Maximum Maturity	5 years, unless the City Council has by resolution granted authority to make such an investment	Complies

Portfolio Characteristics

As of June 30, 2021

City of Solana Beach

	6/30/2021		3/31/2021
	Benchmark*	Portfolio	Portfolio
Average Maturity (yrs)	1.86	2.01	1.93
Average Modified Duration	1.83	1.85	1.84
Average Purchase Yield	n/a	1.35%	1.59%
Average Market Yield	0.24%	0.31%	0.24%
Average Quality**	NR	AA/Aa1	AA+/Aa1
Total Market Value		27,880,454	26,884,033

*ICE BAML 1-3 Yr US Treasury/Agency Index

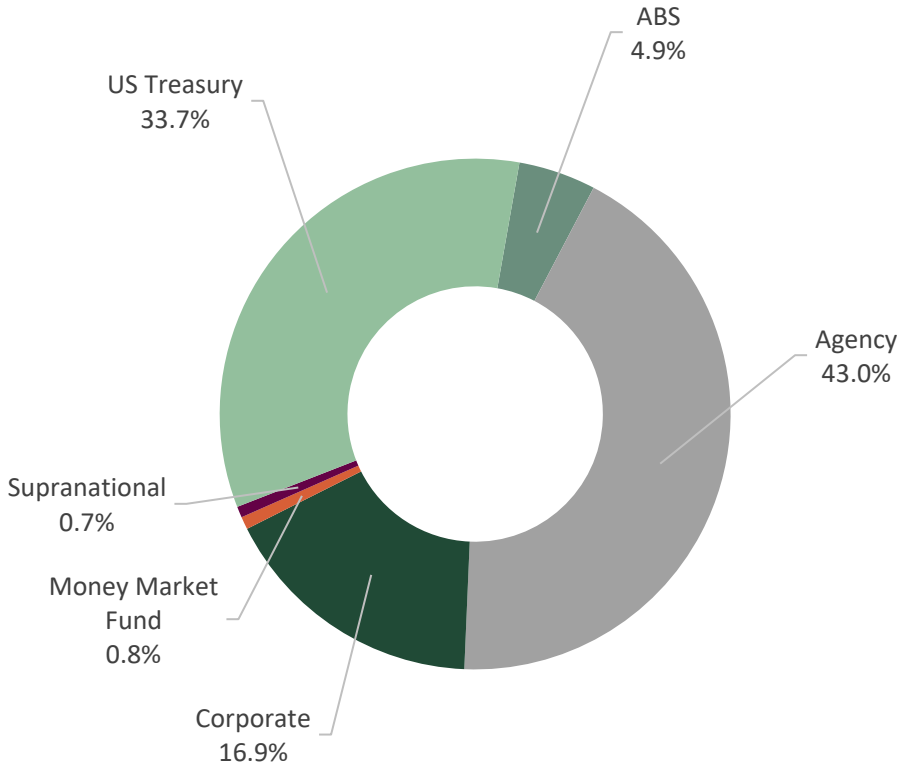
**Benchmark is a blended rating of S&P, Moody's, and Fitch. Portfolio is S&P and Moody's respectively.

Sector Distribution

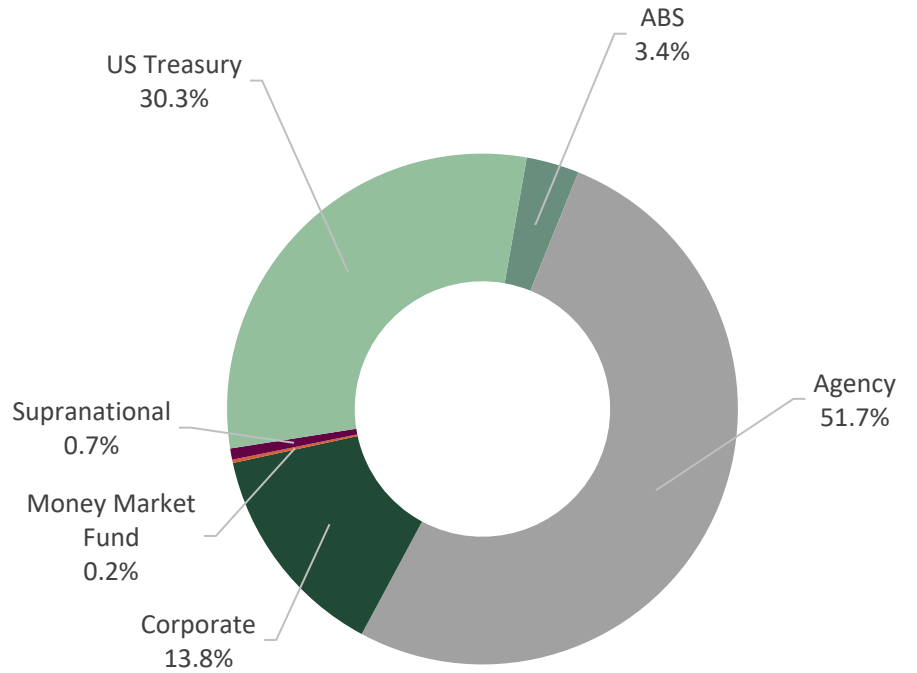
As of June 30, 2021

City of Solana Beach

June 30, 2021



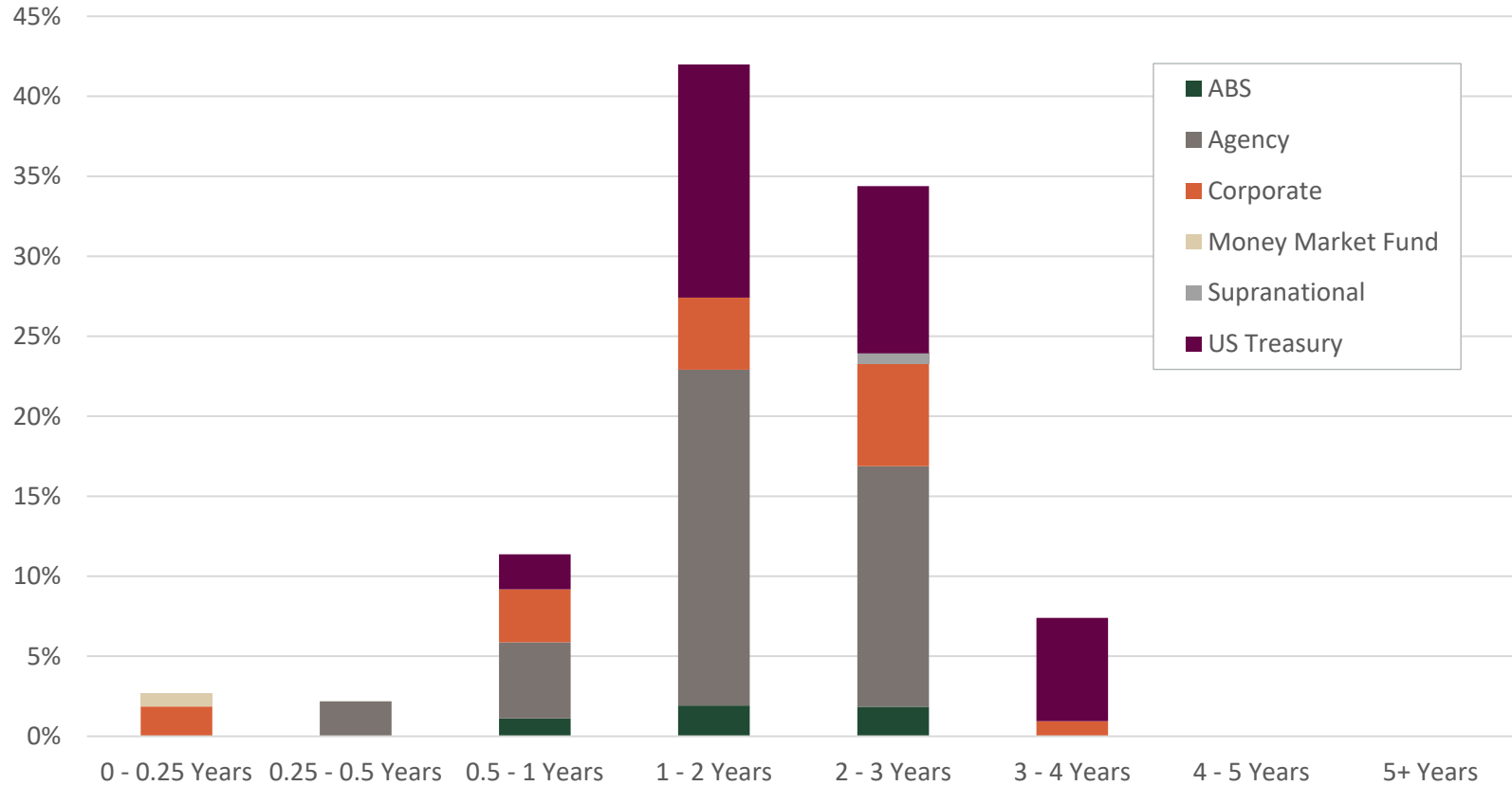
March 31, 2021



Duration Allocation

As of June 30, 2021

City of Solana Beach



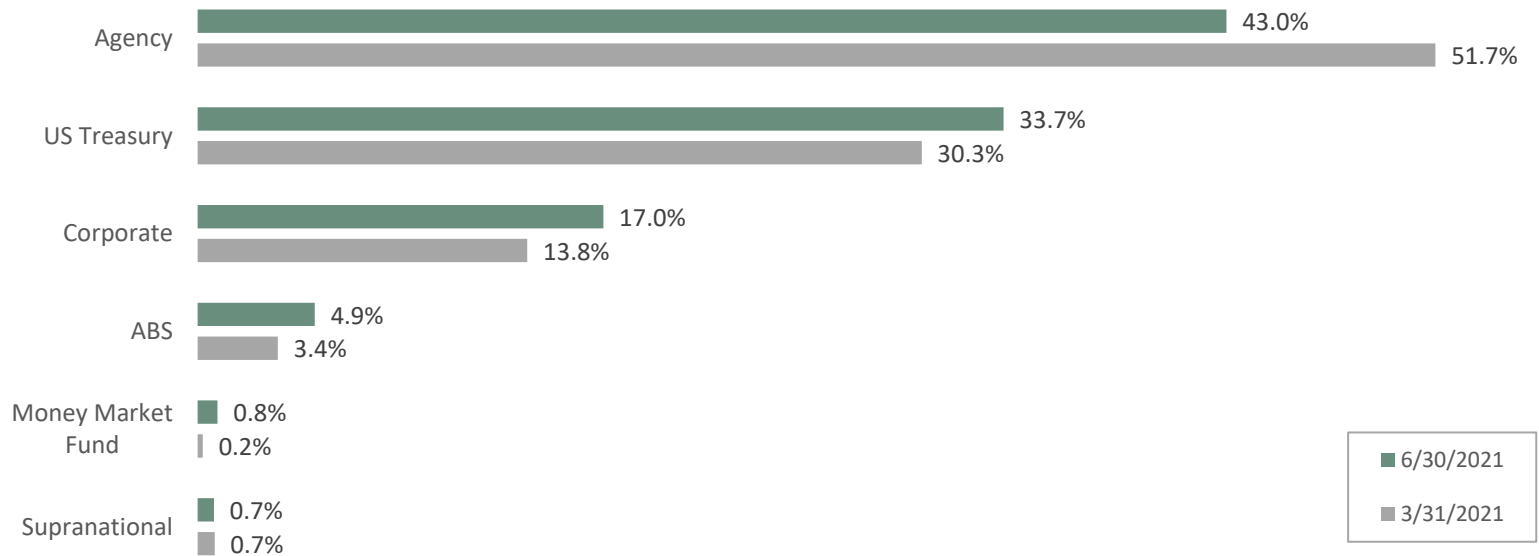
	0 - 0.25	0.25 - 0.50	0.50 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5+
06/30/21	2.7%	2.2%	11.4%	42.0%	34.4%	7.4%	0.0%	0.0%

Portfolio Allocation & Duration Changes

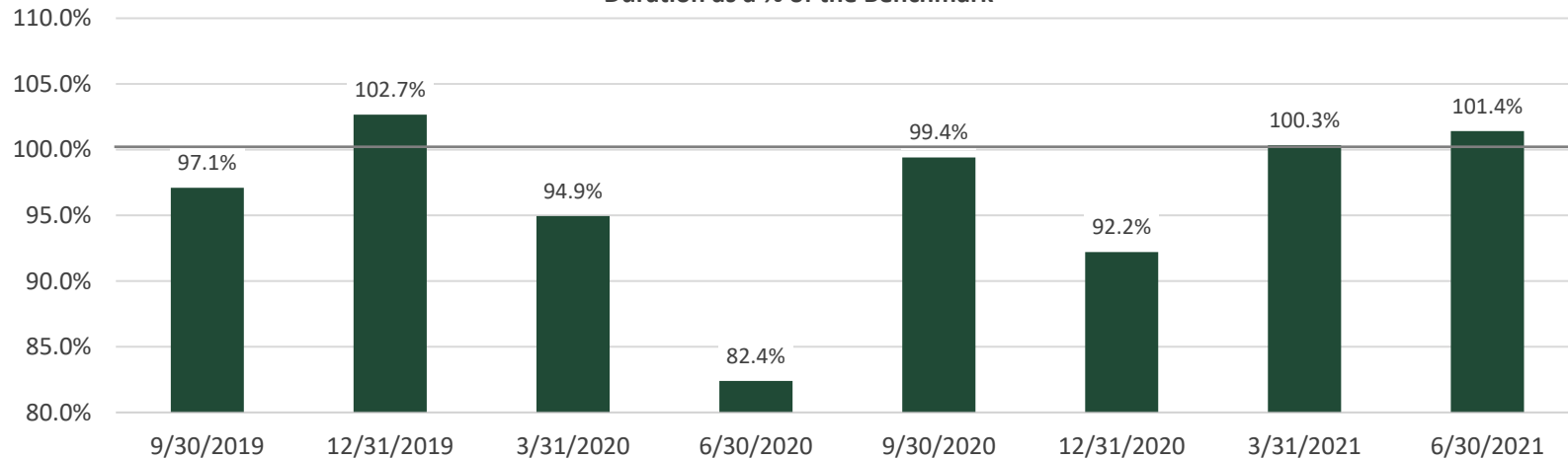
As of June 30, 2021

City of Solana Beach

Portfolio Allocation



Duration as a % of the Benchmark

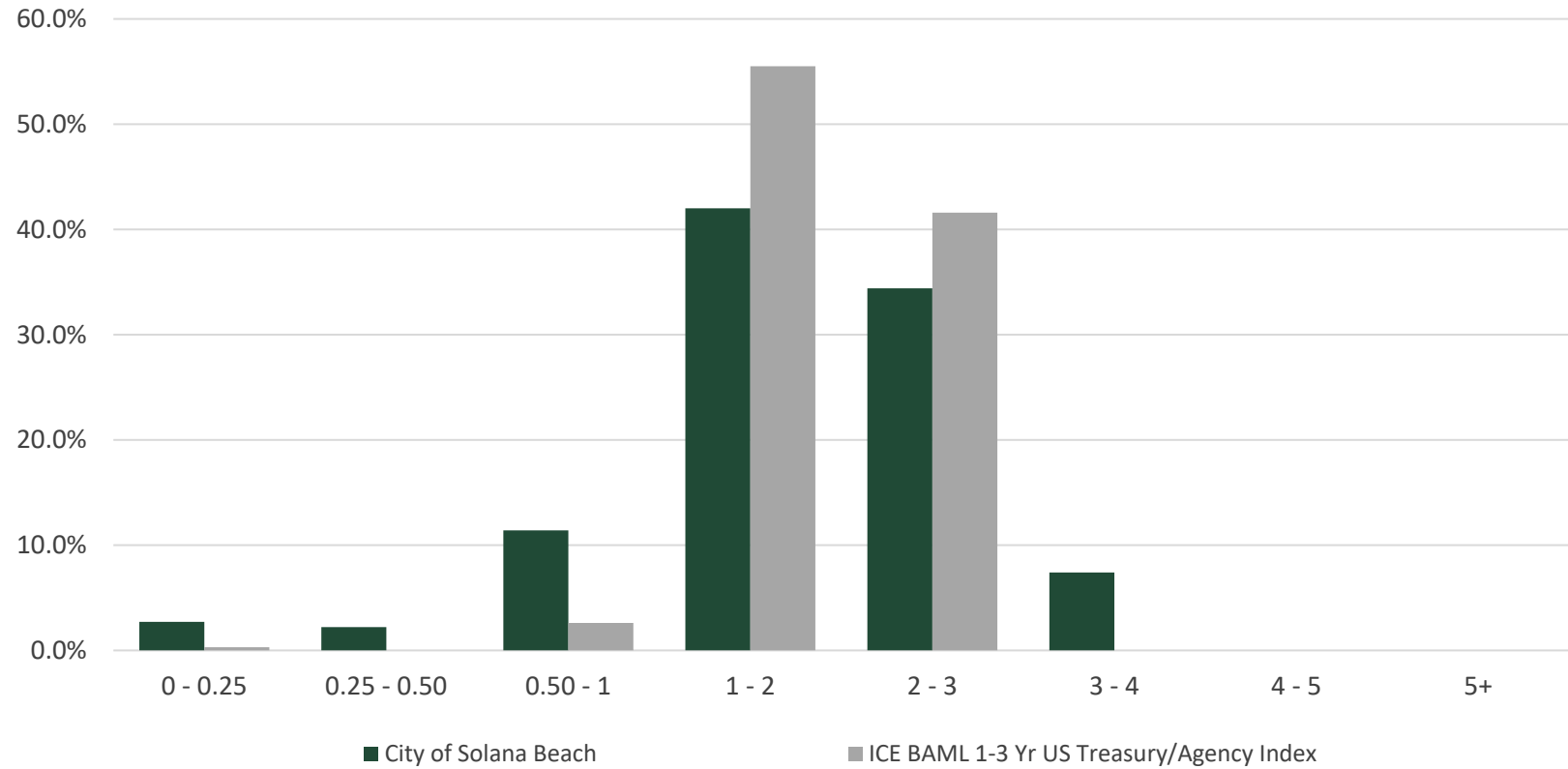


Benchmark: ICE BAML 1-3 Yr US Treasury/Agency Index

Duration Distribution

As of June 30, 2021

City of Solana Beach
Portfolio Compared to the Benchmark as of June 30, 2021



	0 - 0.25	0.25 - 0.50	0.50 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5+
Portfolio	2.7%	2.2%	11.4%	42.0%	34.4%	7.4%	0.0%	0.0%
Benchmark*	0.3%	0.0%	2.6%	55.5%	41.6%	0.0%	0.0%	0.0%

*ICE BAML 1-3 Yr US Treasury/Agency Index

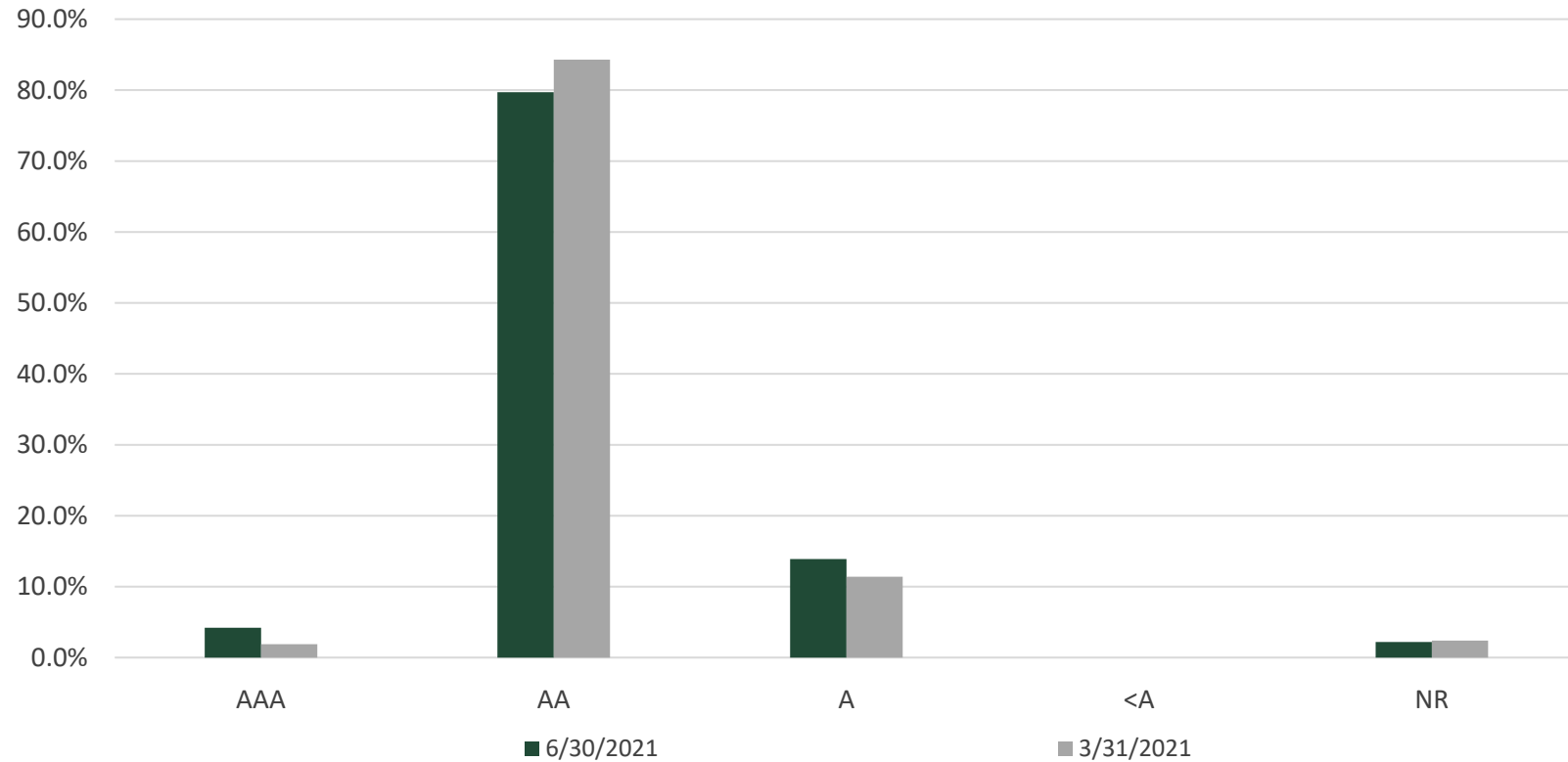
City of Solana Beach – Account #10471

Issue Name	Investment Type	% Portfolio
Government of United States	US Treasury	33.67%
Federal Farm Credit Bank	Agency	15.84%
Federal Home Loan Bank	Agency	9.67%
Federal National Mortgage Association	Agency	9.32%
Federal Home Loan Mortgage Corp	Agency	8.15%
Paccar Financial	Corporate	2.57%
JP Morgan Chase & Co	Corporate	1.66%
United Parcel Service	Corporate	1.46%
Toyota ABS	ABS	1.38%
Deere & Company	Corporate	1.32%
Bank of New York	Corporate	1.31%
Berkshire Hathaway	Corporate	1.29%
Caterpillar Inc	Corporate	1.22%
John Deere ABS	ABS	1.21%
Charles Schwab Corp/The	Corporate	1.08%
Honda ABS	ABS	1.04%
Apple Inc	Corporate	0.96%
Royal Bank of Canada	Corporate	0.94%
Bank of America Corp	Corporate	0.91%
Toronto Dominion Holdings	Corporate	0.90%
First American Govt Oblig Fund	Money Market Fund	0.83%
Nissan ABS	ABS	0.80%
Amazon.com Inc	Corporate	0.77%
Intl Bank Recon and Development	Supranational	0.68%
Toyota Motor Corp	Corporate	0.55%
Mercedes-Benz Auto Lease Trust	ABS	0.47%
TOTAL		100.00%

Quality Distribution

As of June 30, 2021

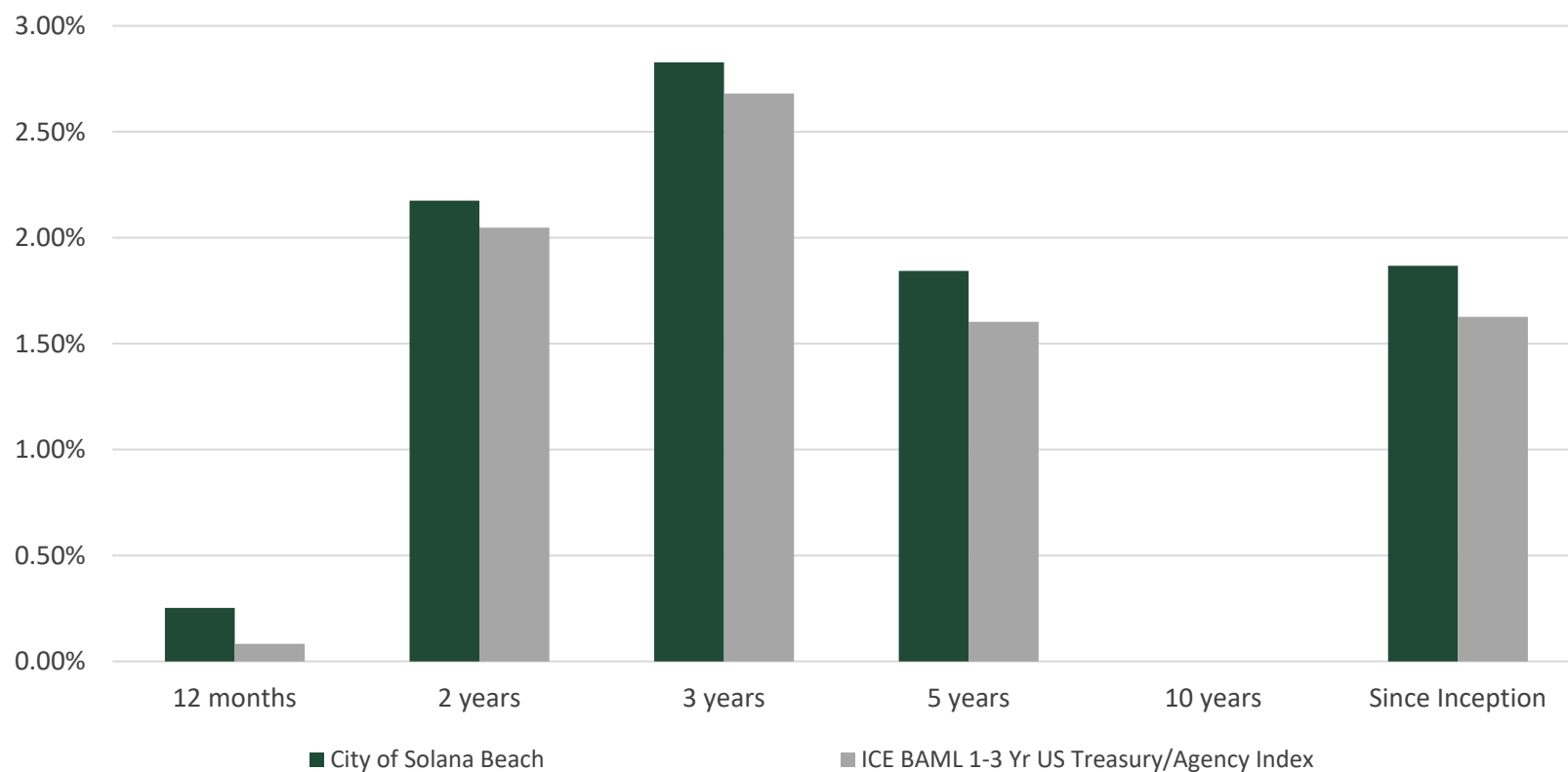
City of Solana Beach
June 30, 2021 vs. March 31, 2021



	AAA	AA	A	<A	NR
06/30/21	4.2%	79.7%	13.9%	0.0%	2.2%
03/31/21	1.9%	84.3%	11.4%	0.0%	2.4%

Source: S&P Ratings

City of Solana Beach Total Rate of Return Annualized Since Inception 03/31/2016



TOTAL RATE OF RETURN	Annualized						
	3 months	12 months	2 years	3 years	5 years	10 years	Since Inception
City of Solana Beach	0.01%	0.25%	2.17%	2.83%	1.84%	N/A	1.87%
ICE BAML 1-3 Yr US Treasury/Agency Index	-0.03%	0.08%	2.05%	2.68%	1.60%	N/A	1.63%

Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.

Investment Comparison

As of June 30, 2021

City of Solana Beach

	LAIF EARNINGS ESTIMATE*	GROSS INCOME EARNED CHANDLER-MANAGED PORTFOLIO	INCOME EARNED CHANDLER-MANAGED PORTFOLIO**
Apr 2016 - Dec 2016	\$113,770	\$185,849	\$169,455
2017	\$327,563	\$439,162	\$410,891
2018	\$628,152	\$553,633	\$524,542
2019	\$716,012	\$600,606	\$573,809
2020	\$339,385	\$513,751	\$488,476
Jan 2021	\$10,665	\$36,364	\$34,336
Feb 2021	\$8,559	\$34,489	\$32,461
Mar 2021	\$8,305	\$34,032	\$32,005
Apr 2021	\$7,597	\$32,984	\$30,957
May 2021	\$7,333	\$31,866	\$29,838
June 2021	\$5,941	\$30,107	\$28,050
Total:	\$2,173,282	\$2,492,843	\$2,354,820

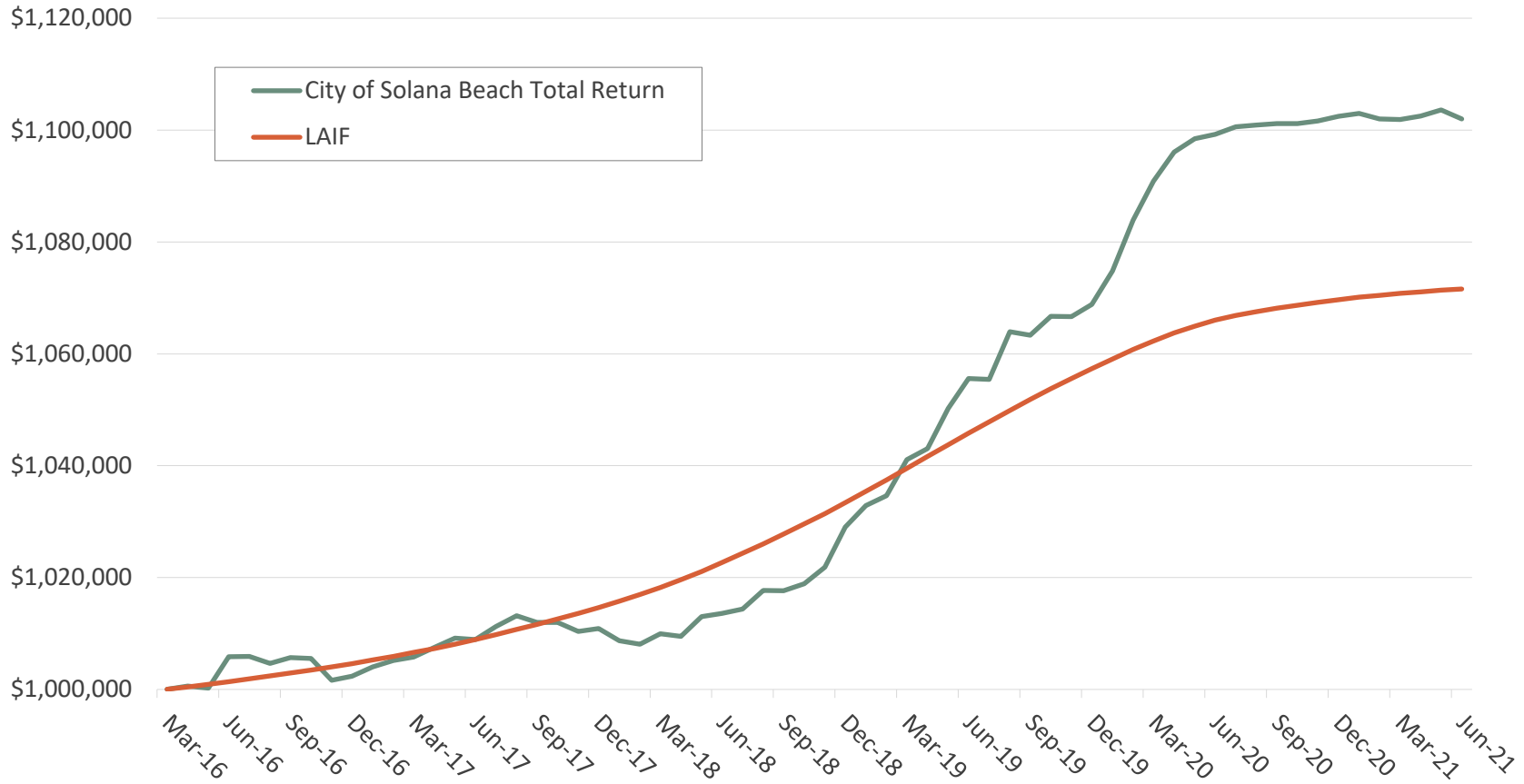
*LAIF earnings estimate calculated using daily yield

**Income earned net of Chandler fees

Growth of a Dollar

As of June 30, 2021

City of Solana Beach



Historical Return of \$1 Million Invested on March 31, 2016

<i>As of 06/30/2021</i>	<i>Dollar Value</i>	<i>Return</i>
City of Solana Beach Total Return	\$1,102,007	1.87%
LAIF	\$1,071,602	1.33%



Section 3 | Portfolio Holdings

Holdings Report

As of June 30, 2021

City of Solana Beach - Account #10471

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
43814UAG4	Honda Auto Receivables Trust 2018-2 A3 3.010% Due 05/18/2022	7,681.74	05/22/2018 3.030%	7,681.57 7,681.57	100.20 0.16%	7,697.13 8.35	0.03% 15.56	NR / AAA AAA	0.88 0.07
477870AC3	John Deere Owner Trust 2019-B A3 2.210% Due 12/15/2023	84,290.49	07/16/2019 2.230%	84,272.59 84,272.59	101.30 0.09%	85,389.55 82.79	0.31% 1,116.96	Aaa / NR AAA	2.46 0.61
43813RAC1	Honda Auto Receivables 2020-1 A3 1.610% Due 04/22/2024	215,000.00	02/19/2020 1.625%	214,957.86 214,957.86	101.39 0.32%	217,995.17 96.15	0.78% 3,037.31	Aaa / NR AAA	2.81 1.07
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.930% Due 07/15/2024	220,000.00	10/16/2019 1.940%	219,988.38 219,988.38	101.24 0.29%	222,736.14 188.71	0.80% 2,747.76	Aaa / AAA NR	3.04 0.76
47789KAC7	John Deere Owner Trust 2020-A A3 1.100% Due 08/15/2024	155,000.00	03/04/2020 1.105%	154,990.53 154,990.53	100.77 0.34%	156,193.04 75.78	0.56% 1,202.51	Aaa / NR AAA	3.13 1.01
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.400% Due 11/15/2024	130,000.00	06/22/2021 0.404%	129,990.19 129,990.19	99.95 0.42%	129,935.78 2.89	0.47% (54.41)	NR / AAA AAA	3.38 2.06
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.270% Due 04/21/2025	65,000.00	02/17/2021 0.271%	64,998.81 64,998.81	99.93 0.32%	64,954.11 4.88	0.23% (44.70)	Aaa / NR AAA	3.81 1.49
47788UAC6	John Deere Owner Trust 2021-A A3 0.360% Due 09/15/2025	95,000.00	03/02/2021 0.368%	94,981.74 94,981.74	99.87 0.43%	94,876.98 15.20	0.34% (104.76)	Aaa / NR AAA	4.21 1.92
89190GAC1	Toyota Auto Receivables Trust 2021-B A3 0.260% Due 11/17/2025	385,000.00	06/08/2021 0.265%	384,958.54 384,958.54	99.78 0.36%	384,154.16 47.27	1.38% (804.38)	NR / AAA AAA	4.39 2.17
TOTAL ABS		1,356,972.23	1.01%	1,356,820.21	0.33%	1,363,932.06 522.02	4.89% 7,111.85	Aaa / AAA Aaa	3.50 1.46
Agency									
3133EJT74	FFCB Note 3.050% Due 11/15/2021	600,000.00	12/11/2018 2.870%	602,994.00 602,994.00	101.10 0.11%	606,622.20 2,338.33	2.18% 3,628.20	Aaa / AA+ AAA	0.38 0.37
3133EKBV7	FFCB Note 2.550% Due 03/01/2022	600,000.00	02/28/2019 2.566%	599,718.00 599,718.00	101.65 0.09%	609,880.80 5,100.00	2.21% 10,162.80	Aaa / AA+ AAA	0.67 0.66
313379Q69	FHLB Note 2.125% Due 06/10/2022	700,000.00	06/06/2018 2.814%	681,828.70 681,828.70	101.91 0.10%	713,381.20 867.71	2.56% 31,552.50	Aaa / AA+ AAA	0.95 0.94
3135G0W33	FNMA Note 1.375% Due 09/06/2022	580,000.00	09/05/2019 1.494%	577,981.60 577,981.60	101.44 0.16%	588,339.24 2,547.57	2.12% 10,357.64	Aaa / AA+ AAA	1.19 1.17
3133EKY91	FFCB Note 1.375% Due 10/11/2022	500,000.00	10/08/2019 1.463%	498,715.00 498,715.00	101.59 0.14%	507,928.50 1,527.78	1.83% 9,213.50	Aaa / AA+ AAA	1.28 1.27
3130AFE78	FHLB Note 3.000% Due 12/09/2022	600,000.00	12/20/2018 2.766%	605,208.00 605,208.00	104.04 0.20%	624,216.60 1,100.00	2.24% 19,008.60	Aaa / AA+ AAA	1.44 1.42

Holdings Report

As of June 30, 2021

City of Solana Beach - Account #10471

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
3135G0T94	FNMA Note 2.375% Due 01/19/2023	500,000.00	10/04/2018 3.096%	485,610.00 485,610.00	103.37 0.20%	516,856.50 5,343.75	1.87% 31,246.50	Aaa / AA+ AAA	1.56 1.52
3133EKUA2	FFCB Note 1.850% Due 02/01/2023	600,000.00	07/23/2019 1.857%	599,850.00 599,850.00	102.65 0.18%	615,872.40 4,625.00	2.23% 16,022.40	Aaa / AA+ AAA	1.59 1.56
3133ELNW0	FFCB Note 1.450% Due 02/21/2023	600,000.00	02/14/2020 1.451%	599,988.00 599,988.00	102.06 0.19%	612,363.00 3,141.67	2.21% 12,375.00	Aaa / AA+ AAA	1.65 1.62
3130ADRG9	FHLB Note 2.750% Due 03/10/2023	600,000.00	01/18/2019 2.746%	600,072.00 600,072.00	104.27 0.22%	625,628.40 5,087.50	2.26% 25,556.40	Aaa / AA+ NR	1.69 1.65
3135G04Q3	FNMA Note 0.250% Due 05/22/2023	500,000.00	08/11/2020 0.251%	499,990.00 499,990.00	99.99 0.26%	499,947.50 135.42	1.79% (42.50)	Aaa / AA+ AAA	1.89 1.89
3133834G3	FHLB Note 2.125% Due 06/09/2023	700,000.00	06/10/2019 2.001%	703,318.00 703,318.00	103.35 0.39%	723,470.30 909.03	2.60% 20,152.30	Aaa / AA+ NR	1.94 1.91
3133EKS7	FFCB Note 1.770% Due 06/26/2023	500,000.00	06/21/2019 1.891%	497,675.00 497,675.00	102.95 0.28%	514,769.50 122.92	1.85% 17,094.50	Aaa / AA+ AAA	1.99 1.96
3135G05G4	FNMA Note 0.250% Due 07/10/2023	520,000.00	07/08/2020 0.322%	518,882.00 518,882.00	99.99 0.26%	519,940.72 617.50	1.87% 1,058.72	Aaa / AA+ AAA	2.03 2.02
3133EL3V4	FFCB Note 0.200% Due 08/14/2023	500,000.00	08/12/2020 0.270%	498,955.00 498,955.00	99.78 0.30%	498,907.50 380.56	1.79% (47.50)	Aaa / AA+ AAA	2.12 2.11
3137EAEV7	FHLMC Note 0.250% Due 08/24/2023	475,000.00	08/19/2020 0.284%	474,515.50 474,515.50	99.98 0.26%	474,887.43 418.92	1.70% 371.93	Aaa / AA+ AAA	2.15 2.14
3137EAEW5	FHLMC Note 0.250% Due 09/08/2023	500,000.00	09/29/2020 0.229%	500,310.00 500,310.00	99.90 0.30%	499,505.00 392.36	1.79% (805.00)	Aaa / AA+ AAA	2.19 2.18
3137EAEY1	FHLMC Note 0.125% Due 10/16/2023	400,000.00	10/29/2020 0.244%	398,596.00 398,596.00	99.61 0.30%	398,425.60 104.17	1.43% (170.40)	Aaa / AA+ AAA	2.30 2.29
3137EAEZ8	FHLMC Note 0.250% Due 11/06/2023	525,000.00	11/03/2020 0.280%	524,527.50 524,527.50	99.89 0.30%	524,434.05 200.52	1.88% (93.45)	Aaa / AA+ AAA	2.35 2.34
3135G06H1	FNMA Note 0.250% Due 11/27/2023	465,000.00	11/23/2020 0.288%	464,469.90 464,469.90	99.81 0.33%	464,125.34 109.79	1.67% (344.56)	Aaa / AA+ AAA	2.41 2.40
3137EAF2	FHLMC Note 0.250% Due 12/04/2023	375,000.00	12/02/2020 0.283%	374,628.75 374,628.75	99.87 0.30%	374,509.88 70.31	1.34% (118.87)	Aaa / AA+ AAA	2.43 2.42
3133EMRZ7	FFCB Note 0.250% Due 02/26/2024	435,000.00	02/22/2021 0.262%	434,843.40 434,843.40	99.62 0.39%	433,347.87 377.60	1.56% (1,495.53)	Aaa / AA+ AAA	2.66 2.64
TOTAL Agency		11,775,000.00	1.47%	11,742,676.35	0.23%	11,947,359.53 35,518.41	42.98% 204,683.18	Aaa / AA+ Aaa	1.70 1.68

City of Solana Beach - Account #10471

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
Corporate									
69371RP42	Paccar Financial Corp Note 3.150% Due 08/09/2021	500,000.00	08/06/2018 3.161%	499,845.00 499,845.00	100.30 0.37%	501,503.50 6,212.50	1.82% 1,658.50	A1 / A+ NR	0.11 0.11
89236TDP7	Toyota Motor Credit Corp Note 2.600% Due 01/11/2022	150,000.00	04/18/2018 3.099%	147,382.50 147,382.50	101.24 0.26%	151,862.25 1,841.67	0.55% 4,479.75	A1 / A+ A+	0.53 0.52
084664BT7	Berkshire Hathaway Note 3.000% Due 05/15/2022	350,000.00	12/11/2018 3.310%	346,510.50 346,510.50	102.37 0.29%	358,277.85 1,341.67	1.29% 11,767.35	Aa2 / AA A+	0.87 0.87
911312BC9	UPS Callable Note Cont 4/16/2022 2.350% Due 05/16/2022	400,000.00	04/10/2018 2.990%	390,204.00 390,204.00	101.68 0.23%	406,739.20 1,175.00	1.46% 16,535.20	A2 / A- NR	0.88 0.79
24422EUA5	John Deere Capital Corp Note 2.700% Due 01/06/2023	350,000.00	10/29/2019 1.965%	357,889.00 357,889.00	103.57 0.34%	362,481.70 4,593.75	1.32% 4,592.70	A2 / A A	1.52 1.48
037833AK6	Apple Inc Note 2.400% Due 05/03/2023	256,000.00	05/02/2019 2.753%	252,605.44 252,605.44	103.75 0.36%	265,595.65 989.87	0.96% 12,990.21	Aa1 / AA+ NR	1.84 1.80
06406FAD5	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.200% Due 08/16/2023	350,000.00	09/12/2019 2.153%	350,616.00 350,616.00	103.55 0.38%	362,413.45 2,887.50	1.31% 11,797.45	A1 / A AA-	2.13 1.91
69371RR24	Paccar Financial Corp Note 0.350% Due 02/02/2024	210,000.00	01/28/2021 0.389%	209,756.40 209,756.40	99.47 0.55%	208,896.87 304.21	0.75% (859.53)	A1 / A+ NR	2.59 2.57
89114QCQ9	Toronto Dominion Bank Note 0.550% Due 03/04/2024	250,000.00	05/12/2021 0.532%	250,125.00 250,125.00	99.93 0.58%	249,822.00 446.88	0.90% (303.00)	Aa3 / A AA-	2.68 2.65
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.750% Due 03/18/2024	300,000.00	Various 0.704%	300,409.70 300,409.70	100.57 0.53%	301,718.11 643.75	1.08% 1,308.41	A2 / A A	2.72 2.60
023135BW5	Amazon.com Inc Callable Note Cont 11/12/2021 0.450% Due 05/12/2024	215,000.00	05/10/2021 0.499%	214,686.10 214,686.10	99.81 0.52%	214,597.95 131.69	0.77% (88.15)	A1 / AA AA-	2.87 2.84
14913R2L0	Caterpillar Financial Service Note 0.450% Due 05/17/2024	340,000.00	05/10/2021 0.495%	339,544.40 339,544.40	99.70 0.56%	338,973.88 187.00	1.22% (570.52)	A2 / A A	2.88 2.86
06051GJY6	Bank of America Corp Callable Note Cont 6/14/2023 0.523% Due 06/14/2024	255,000.00	06/07/2021 0.503%	255,016.80 255,016.80	99.97 0.54%	254,931.15 62.98	0.91% (85.65)	A2 / A- AA-	2.96 1.94
78015K7C2	Royal Bank of Canada Note 2.250% Due 11/01/2024	250,000.00	05/19/2021 0.733%	262,875.00 262,875.00	104.76 0.80%	261,905.00 937.50	0.94% (970.00)	A2 / A AA	3.34 3.21
46647PBY1	JP Morgan Chase & Co Callable Note Cont 2/16/2024 0.563% Due 02/16/2025	185,000.00	02/09/2021 0.542%	185,000.00 185,000.00	99.46 0.77%	184,002.85 390.58	0.66% (997.15)	A2 / A- AA-	3.64 2.60

Holdings Report

As of June 30, 2021

City of Solana Beach - Account #10471

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 06/01/2025	280,000.00	05/24/2021 0.735%	280,364.50 280,364.50	99.82 0.89%	279,484.80 192.27	1.00% (879.70)	A2 / A- AA-	3.92 2.88
TOTAL Corporate		4,641,000.00	1.69%	4,642,830.34	0.47%	4,703,206.21 22,338.82	16.95% 60,375.87	A1 / A+ A+	2.05 1.84
Money Market Fund									
31846V203	First American Govt Obligation Fund Class Y	230,956.69	Various 0.006%	230,956.69 230,956.69	1.00 0.01%	230,956.69 0.00	0.83% 0.00	Aaa / AAA AAA	0.00 0.00
TOTAL Money Market Fund		230,956.69	0.01%	230,956.69	0.01%	230,956.69 0.00	0.83% 0.00	Aaa / AAA Aaa	0.00 0.00
Supranational									
459058JM6	Intl. Bank Recon & Development Note 0.250% Due 11/24/2023	190,000.00	11/17/2020 0.322%	189,591.50 189,591.50	99.67 0.39%	189,373.57 48.82	0.68% (217.93)	Aaa / AAA AAA	2.40 2.39
TOTAL Supranational		190,000.00	0.32%	189,591.50	0.39%	189,373.57 48.82	0.68% (217.93)	Aaa / AAA Aaa	2.40 2.39
US Treasury									
912828W55	US Treasury Note 1.875% Due 02/28/2022	600,000.00	Various 2.029%	596,216.52 596,216.52	101.20 0.09%	607,171.80 3,760.19	2.19% 10,955.28	Aaa / AA+ AAA	0.67 0.66
912828P4	US Treasury Note 1.875% Due 07/31/2022	600,000.00	12/16/2019 1.667%	603,187.50 603,187.50	101.91 0.12%	611,437.20 4,692.68	2.21% 8,249.70	Aaa / AA+ AAA	1.08 1.07
912828YA2	US Treasury Note 1.500% Due 08/15/2022	600,000.00	12/31/2019 1.591%	598,593.75 598,593.75	101.56 0.12%	609,351.60 3,381.22	2.20% 10,757.85	Aaa / AA+ AAA	1.13 1.12
912828L24	US Treasury Note 1.875% Due 08/31/2022	600,000.00	04/08/2019 2.305%	591,632.81 591,632.81	102.04 0.13%	612,234.60 3,760.19	2.21% 20,601.79	Aaa / AA+ AAA	1.17 1.15
912828M80	US Treasury Note 2.000% Due 11/30/2022	600,000.00	11/27/2019 1.609%	606,843.75 606,843.75	102.59 0.17%	615,562.80 1,016.39	2.21% 8,719.05	Aaa / AA+ AAA	1.42 1.40
9128284D9	US Treasury Note 2.500% Due 03/31/2023	500,000.00	02/21/2019 2.515%	499,707.03 499,707.03	103.98 0.22%	519,922.00 3,142.08	1.88% 20,214.97	Aaa / AA+ AAA	1.75 1.71
912828R28	US Treasury Note 1.625% Due 04/30/2023	450,000.00	12/04/2019 1.598%	450,404.30 450,404.30	102.53 0.24%	461,390.40 1,232.00	1.66% 10,986.10	Aaa / AA+ AAA	1.83 1.81
912828R69	US Treasury Note 1.625% Due 05/31/2023	600,000.00	04/11/2019 2.303%	584,062.50 584,062.50	102.64 0.25%	615,820.20 825.82	2.21% 31,757.70	Aaa / AA+ AAA	1.92 1.89

Holdings Report

As of June 30, 2021

City of Solana Beach - Account #10471

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
91282CBA8	US Treasury Note 0.125% Due 12/15/2023	550,000.00	01/08/2021 0.220%	548,474.61 548,474.61	99.48 0.34%	547,121.30 30.05	1.96% (1,353.31)	Aaa / AA+ AAA	2.46 2.45
91282CBE0	US Treasury Note 0.125% Due 01/15/2024	500,000.00	01/12/2021 0.244%	498,222.66 498,222.66	99.39 0.36%	496,972.50 288.33	1.78% (1,250.16)	Aaa / AA+ AAA	2.55 2.53
91282CBR1	US Treasury Note 0.250% Due 03/15/2024	400,000.00	03/30/2021 0.326%	399,109.38 399,109.38	99.60 0.40%	398,406.40 293.48	1.43% (702.98)	Aaa / AA+ AAA	2.71 2.69
91282CBV2	US Treasury Note 0.375% Due 04/15/2024	475,000.00	04/23/2021 0.318%	475,797.85 475,797.85	99.88 0.42%	474,406.25 374.74	1.70% (1,391.60)	Aaa / AA+ AAA	2.79 2.77
91282CCC3	US Treasury Note 0.250% Due 05/15/2024	500,000.00	05/19/2021 0.346%	498,574.22 498,574.22	99.46 0.44%	497,304.50 159.65	1.78% (1,269.72)	Aaa / AA+ AAA	2.88 2.86
91282CCG4	US Treasury Note 0.250% Due 06/15/2024	500,000.00	06/28/2021 0.460%	496,914.06 496,914.06	99.40 0.45%	496,992.00 54.64	1.78% 77.94	Aaa / AA+ AAA	2.96 2.94
912828YE4	US Treasury Note 1.250% Due 08/31/2024	500,000.00	06/29/2021 0.498%	511,796.88 511,796.88	102.37 0.50%	511,836.00 2,088.99	1.84% 39.12	Aaa / AA+ AAA	3.17 3.10
912828Z52	US Treasury Note 1.375% Due 01/31/2025	475,000.00	02/16/2021 0.375%	493,628.91 493,628.91	102.76 0.60%	488,118.08 2,724.36	1.76% (5,510.83)	Aaa / AA+ AAA	3.59 3.48
912828ZF0	US Treasury Note 0.500% Due 03/31/2025	500,000.00	03/03/2021 0.537%	499,257.81 499,257.81	99.53 0.63%	497,636.50 628.42	1.79% (1,621.31)	Aaa / AA+ AAA	3.75 3.70
912828ZL7	US Treasury Note 0.375% Due 04/30/2025	300,000.00	01/13/2021 0.393%	299,765.63 299,765.63	98.96 0.65%	296,871.00 189.54	1.07% (2,894.63)	Aaa / AA+ AAA	3.84 3.80
TOTAL US Treasury		9,250,000.00	1.14%	9,252,190.17	0.32%	9,358,555.13	33.67%	Aaa / AA+	2.20
TOTAL PORTFOLIO		27,443,928.92	1.35%	27,415,065.26	0.31%	27,793,383.19	100.00%	Aa1 / AA	2.01
TOTAL MARKET VALUE PLUS ACCRUALS						27,880,454.03			1.85



Section 4 | Transactions

Transaction Ledger

As of June 30, 2021

City of Solana Beach - Account #10471

March 31, 2021 through June 30, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/26/2021	91282CBV2	475,000.00	US Treasury Note 0.375% Due: 04/15/2024	100.168	0.32%	475,797.85	53.53	475,851.38	0.00
Purchase	05/12/2021	023135BW5	215,000.00	Amazon.com Inc Callable Note Cont 11/12/2021 0.45% Due: 05/12/2024	99.854	0.50%	214,686.10	0.00	214,686.10	0.00
Purchase	05/14/2021	89114QCQ9	250,000.00	Toronto Dominion Bank Note 0.55% Due: 03/04/2024	100.050	0.53%	250,125.00	267.36	250,392.36	0.00
Purchase	05/17/2021	14913R2L0	340,000.00	Caterpillar Financial Service Note 0.45% Due: 05/17/2024	99.866	0.50%	339,544.40	0.00	339,544.40	0.00
Purchase	05/21/2021	78015K7C2	250,000.00	Royal Bank of Canada Note 2.25% Due: 11/01/2024	105.150	0.73%	262,875.00	312.50	263,187.50	0.00
Purchase	05/21/2021	91282CCC3	500,000.00	US Treasury Note 0.25% Due: 05/15/2024	99.715	0.35%	498,574.22	20.38	498,594.60	0.00
Purchase	06/01/2021	46647PCH7	55,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due: 06/01/2025	100.000	0.77%	55,000.00	0.00	55,000.00	0.00
Purchase	06/01/2021	46647PCH7	150,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due: 06/01/2025	100.163	0.73%	150,244.50	0.00	150,244.50	0.00
Purchase	06/01/2021	46647PCH7	75,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due: 06/01/2025	100.160	0.73%	75,120.00	0.00	75,120.00	0.00
Purchase	06/14/2021	06051GJY6	105,000.00	Bank of America Corp Callable Note Cont 6/14/2023 0.523% Due: 06/14/2024	100.016	0.50%	105,016.80	0.00	105,016.80	0.00
Purchase	06/14/2021	06051GJY6	150,000.00	Bank of America Corp Callable Note Cont 6/14/2023 0.523% Due: 06/14/2024	100.000	0.50%	150,000.00	0.00	150,000.00	0.00
Purchase	06/14/2021	89190GAC1	385,000.00	Toyota Auto Receivables Trust 2021-B A3 0.26% Due: 11/17/2025	99.989	0.26%	384,958.54	0.00	384,958.54	0.00
Purchase	06/29/2021	58769KAD6	130,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due: 11/15/2024	99.992	0.40%	129,990.19	0.00	129,990.19	0.00

Transaction Ledger

As of June 30, 2021

City of Solana Beach - Account #10471

March 31, 2021 through June 30, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Purchase	06/29/2021	91282CCG4	500,000.00	US Treasury Note 0.25% Due: 06/15/2024	99.383	0.46%	496,914.06	47.81	496,961.87	0.00
Purchase	06/30/2021	912828YE4	500,000.00	US Treasury Note 1.25% Due: 08/31/2024	102.359	0.50%	511,796.88	2,072.01	513,868.89	0.00
Subtotal			4,080,000.00				4,100,643.54	2,773.59	4,103,417.13	0.00
TOTAL ACQUISITIONS			4,080,000.00				4,100,643.54	2,773.59	4,103,417.13	0.00
DISPOSITIONS										
Sale	04/15/2021	68389XBK0	70,000.00	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due: 09/15/2021	100.542	0.60%	70,379.40	110.83	70,490.23	919.10
Sale	04/15/2021	68389XBK0	180,000.00	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due: 09/15/2021	100.544	0.59%	180,979.20	285.00	181,264.20	2,367.00
Sale	04/19/2021	68389XB00	150,000.00	Oracle Corp Callable Note Cont 3/15/2022 2.5% Due: 05/15/2022	101.984	0.30%	152,976.00	1,604.17	154,580.17	6,889.50
Sale	05/12/2021	3135G0S38	650,000.00	FNMA Note 2% Due: 01/05/2022	101.262	0.05%	658,203.00	4,586.11	662,789.11	9,047.00
Sale	05/13/2021	912828XW5	700,000.00	US Treasury Note 1.75% Due: 06/30/2022	101.879	0.09%	713,152.34	4,500.69	717,653.03	35,783.86
Sale	05/26/2021	3137EAES4	500,000.00	FHLMC Note 0.25% Due: 06/26/2023	100.143	0.18%	500,715.00	520.83	501,235.83	840.00
Sale	06/10/2021	3135G0U35	700,000.00	FNMA Note 2.75% Due: 06/22/2021	100.091	0.02%	700,637.00	8,983.33	709,620.33	-658.00
Subtotal			2,950,000.00				2,977,041.94	20,590.96	2,997,632.90	55,188.46
Maturity	05/21/2021	808513AW5	160,000.00	Charles Schwab Corp Callable Note Cont 4/21/2021 3.25% Due: 05/21/2021	100.000		160,000.00	0.00	160,000.00	4.80
Subtotal			160,000.00				160,000.00	0.00	160,000.00	4.80
TOTAL DISPOSITIONS			3,110,000.00				3,137,041.94	20,590.96	3,157,632.90	55,193.26

Important Disclosures

As of June 30, 2021

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Information contained herein is confidential. Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.

ICE BAML 1-3 Yr US Treasury/Agency Index

The ICE BAML 1-3 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies. (Index: G1A0. Please visit www.mlindex.ml.com for more information)

CITY OF SOLANA BEACH
PARS Post-Employment Benefits Trust

Account Report for the Period
5/1/2021 to 5/31/2021

Gregory Wade
City Manager
City of Solana Beach
635 South Highway 101
Solana Beach, CA 92075

Account Summary

Source	Balance as of 5/1/2021	Contributions	Earnings	Expenses	Distributions	Transfers	Balance as of 5/31/2021
OPEB	\$1,236,247.30	\$0.00	\$9,668.81	\$614.46	\$0.00	\$0.00	\$1,245,301.65
PENSION	\$3,195,552.32	\$0.00	\$24,992.72	\$1,588.31	\$0.00	\$0.00	\$3,218,956.73
Totals	\$4,431,799.62	\$0.00	\$34,661.53	\$2,202.77	\$0.00	\$0.00	\$4,464,258.38

Investment Selection

Source	
OPEB	City of Solana Beach
PENSION	City of Solana Beach

Investment Objective

Source	
OPEB	Individual account based on Moderate HighMark PLUS. The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.
PENSION	Individual account based on Moderate HighMark PLUS. The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	0.78%	4.46%	22.59%	9.78%	9.12%	-	3/1/2016
PENSION	0.78%	4.46%	22.57%	9.80%	9.16%	-	3/1/2016

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.
Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.
Account balances are inclusive of Trust Administration, Trustee and Investment Management fees



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 14, 2021
ORIGINATING DEPT: City Manager's Department
SUBJECT: **Introduce (1st Reading) Ordinance No. 517 – Amending Chapter 6.20 of the Solana Beach Municipal Code to Comply with State Mandated Organic Waste Disposal Requirements**

BACKGROUND:

Senate Bill No. 1383 (SB 1383) was signed into law on September 19, 2016, to reduce organic waste disposal by 75% and increase edible food recovery by 20%, by 2025. SB 1383 is the most significant waste reduction mandate to be adopted in the State of California in the last 30 years and requires all jurisdictions to implement a mandatory organic recycling ordinance by January 1, 2022. This legislation requires all businesses, residents, and multi-family apartments to have access to recycling programs that capture food scraps, landscaping waste, and other organic waste materials.

As a result of SB 1383, the California Department of Resources Recycling and Recovery (CalRecycle), which is the state department tasked with administering California's waste and recycling programs, developed prescriptive regulations to achieve the State's outlined organic waste disposal goals by 2025. In November 2020, CalRecycle released the final regulations for SB 1383.

This item is before the City Council to consider introducing Ordinance 517 (Attachment 1) amending Chapter 6.20 of the Solana Beach Municipal Code to comply with the state mandated organic waste disposal requirements.

DISCUSSION:

Requirements of Senate Bill 1383

As a result of SB 1383 and the regulations established by CalRecycle, the City will have to implement the following practices to be considered compliant:

CITY COUNCIL ACTION:

- Provide organic waste recycling services to all residents and businesses;
- Inspect and enforce compliance with SB 1383 by adopting an enforcement ordinance (Attachment 1);
- Implement an edible food recovery program that recovers edible food from the waste stream;
- Conduct outreach and education to all affected parties including generators, haulers, facilities, and edible food recovery organizations;
- Procure recycled organic waste products like compost, mulch, and renewable natural gas; and
- Maintain accurate and timely records of SB 1383 compliance for annual reporting requirements.

On January 1, 2022, CalRecycle's regulations will become enforceable, and will require each jurisdiction to adopt a mandatory recycling ordinance. SB 1383 allows cities to take an educational and non-punitive approach to enforcement for the first two years of the ordinance being in effect (2022 and 2023). Taking an educational approach will allow the City and EDCO, its franchise waste hauler, to work with City residents and businesses to inform, and assist, them of the requirements.

Because the City and EDCO have been very proactive in this arena, residents already have an organic waste recycling program in place and many businesses in the City will have programs in place by the end of this year.

Non-Compliance

While the City fully expects to gain compliance from residents and businesses, SB 1383 regulations provide CalRecycle with the ability to engage in enforcement actions of its own against the City if the designated level of compliance is not met. These actions may include:

- Conducting more frequent inspections;
- Taking over direct enforcement on non-compliant businesses within the City;
- Establishing a schedule for City compliance and a probationary period, requiring a work plan and that the jurisdiction demonstrates it has sufficient staffing to implement the requirements of the law; and/or
- Seeking administrative penalties against the City of up to \$10,000 per day.

The City is in a strong position to meet the requirements set forth in SB 1383. With the adoption of Ordinance 517, the City will be one step closer to becoming SB 1383 compliant.

Ordinance Adoption

As has been mentioned throughout this report, SB 1383 requires the City to adopt an enforceable ordinance to compel businesses and residents to recycle their organic

waste and to comply with other requirements of the regulation. To meet this requirement, the municipal code must be updated. The attached ordinance (Attachment 1) includes the required provisions. A redline version of the current ordinance is included as Attachment 2 so that Council can review what has been added or changed to the current municipal code during the revision process.

The required provisions were taken from a model ordinance draft provided by CALRecycle. SB 1383 allows cities to decide whether exemptions for organic service will be granted for waste generators. Staff recommends that the City adopt the waiver process as outlined in Section H of the draft ordinance, but Council may also choose to delete this section and still be compliant with SB 1383 requirements.

CEQA COMPLIANCE STATEMENT:

The proposed Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061 (b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations, as provided for in Ordinance No. 517, will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, represent actions by a regulatory agency (the City) for the protection of the environment.

FISCAL IMPACT:

There is no direct fiscal impact as a result of this item. However, implementation and enforcement of Ordinance 517, if adopted, would be the responsibility of City Staff. It should be noted that City Staff is working with other local jurisdictions and the Regional Solid Waste Authority (RSWA) to take advantage of economies of scale to develop and implement portions of the requirements. Staff will continue to look into regional partnerships and collaborations to reduce the fiscal impact of these regulations and to create regional programs for increased efficiencies and effectiveness, where appropriate.

WORK PLAN:

This item is included in the Environmental Sustainability section of the FY 2022/2023 Work Plan.

OPTIONS:


- Introduce Ordinance 517 amending Chapter 6.20 to the Solana Beach Municipal Code to address State organics recycling mandates.
- Do not introduce Ordinance 517 and provide direction.

DEPARTMENT RECOMMENDATION:

Staff recommends the City Council introduce Ordinance 517 amending Chapter 6.20 of the Solana Beach Municipal Code to address state organics recycling mandates.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager

Attachments:

1. Ordinance 517
2. SBMC Section 6.20 Redline Version

ORDINANCE 517

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AMENDING CHAPTER 6.20 OF THE SOLANA BEACH MUNICIPAL CODE TO COMPLY WITH STATE MANDATED ORGANIC WASTE DISPOSAL REQUIREMENTS

WHEREAS, the City of Solana Beach City Council adopted Ordinance 177 (1993), Ordinance 345 (2006), and Ordinance 414 (2010) establishing solid waste collection and disposal requirements; and,

WHEREAS, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) solid waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, Assembly Bill 341 of 2011 places requirements on businesses and multi-family property owners that generate a specified threshold amount of solid waste to arrange for recycling services and requires the City to implement a mandatory commercial recycling program; and

WHEREAS, Assembly Bill 1826 of 2014 requires businesses and multi-family property owners that generate a specified threshold amount of solid waste, recycling, and organic waste per week to arrange for recycling services for that waste, requires the City to implement a recycling program to divert organic waste from businesses subject to the law, and requires the City to implement a mandatory commercial organics recycling program; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the California Department of Resources Recycling and Recovery (CalRecycle) to develop regulations to reduce organics in landfills as a source of methane. As adopted by CalRecycle, these SB 1383 regulations (SB 1383 Regulations) place requirements on multiple entities including the City, residential households, commercial businesses and business owners, commercial edible food generators, haulers, self-haulers, food recovery organizations, and food recovery services to support achievement of statewide organic waste disposal reduction targets, and

WHEREAS, the SB 1383 Regulations require the City to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383 Regulations, and

WHEREAS, this Ordinance implements the requirements of AB 341, AB 1826, and the SB 1383 Regulations.

NOW THEREFORE, the City Council of the City of Solana Beach does ordain as follows:

Section 1. Chapter 6.20 of the Solana Beach Municipal Code is hereby amended.

Chapter 6.20
SOLID WASTE COLLECTION AND DISPOSAL
AND
MANDATORY ORGANIC WASTE DISPOSAL REDUCTION ORDINANCE ¹

Sections:

- 6.20.010 Purpose and intent.
- 6.20.020 Definitions.
- 6.20.030 Franchise for solid waste collection – Establishment of charges.
- 6.20.040 Power of city council to issue franchises for disposal and collection.
- 6.20.050 Unlawful collection.
- 6.20.055 Scavenging prohibited.
- 6.20.060 Collection in emergencies.
- 6.20.070 Hours of collection.
- 6.20.080 Spillage.
- 6.20.090 Containers.
- 6.20.095 Identification of containers.
- 6.20.100 Placement of containers for collection.
- 6.20.110 Time and date of placement of containers.
- 6.20.115 Placement of containers for recyclable material.
- 6.20.120 Solid waste removal.
- 6.20.130 Solid waste disposal.
- 6.20.135 Mandatory separation of recyclables, collection and disposal of solid waste and recyclables.
- 6.20.140 Special provisions regarding method of disposal.
- 6.20.150 Burning, burial or dumping.
- 6.20.160 Transfer of refuse.
- 6.20.170 Duration of storage.
- 6.20.180 Other storage prohibited – Private property.
- 6.20.190 Use of vehicles.
- 6.20.200 No parking of loaded trucks at night.
- 6.20.210 Equipment required.
- 6.20.220 Truck inspection.
- 6.20.230 Specifications and restrictions on collection vehicles.
- 6.20.240 Franchisee's employees.
- 6.20.250 Bond.
- 6.20.260 Franchise classification.

- 6.20.265 Minimum requirements.
- 6.20.270 Franchise issuance.
- 6.20.280 Charges for service.
- 6.20.290 Mandatory collection and payment of charges.
- 6.20.295 Pollution management fee.
- 6.20.300 Payment under protest.
- 6.20.310 General rules and regulations.
- 6.20.320 Inquiries and complaints.
- 6.20.330 Inspection of revenue records.
- 6.20.340 Appropriation of funds.
- 6.20.350 Severability.

6.20.010 Purpose and intent.

The city council hereby finds and declares:

- (a) The storage, accumulation, collection and disposal of garbage, trash, litter, rubbish, debris and other discarded matter, goods and materials is a matter of great public concern, in that improper control of such matters creates a public nuisance, can lead to air pollution, fire hazards, illegal dumping, insect breeding and rat infestation and other conditions affecting the health, welfare and safety of the residents of this and surrounding cities. The city council further finds that the periodic collection of garbage, rubbish and other refuse and recyclable material from all residences and places of business in the city benefits all occupants of residences within the city and, therefore, the occupants as hereinafter defined are made liable for the payment of fees for the mandatory service as may be from time to time approved by city council resolution. The city council further declares that the regulations provided in this chapter are designated to eliminate such problems. The city council is authorized to adopt this chapter pursuant to California Constitution Article XI, § 7 and Division 30 of California Public Resources Code (Waste Management) including, without limitation, Sections 40057, 40058, 40059, 49300 and 49500 et seq. (Ord. 333 § 2, 2005; Ord. 177 § 1, 1993)
- (b) State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their Jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.
- (c) State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and

replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires Jurisdictions to implement a Mandatory Commercial Recycling program.

- (d) State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires Jurisdictions to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires Jurisdictions to to implement a Mandatory Commercial Organics Recycling program.
- (e) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including Jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.
- (f) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires Jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.
- (g) Requirements in this ordinance are consistent with other adopted goals and policies of the City.

6.20.020 Definitions.

Whenever the following defined words and phrases are used in this chapter, they shall have the definition or meaning established by this section, unless it is clearly apparent from the context in which the word or phrase appears that a different definition or meaning is intended.

1. "Animal waste" means manure, fertilizer, or any form of solid excrement produced by any and all forms of domestic or commercial livestock.

2. “Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.
3. “CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Jurisdictions (and others).
4. “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).
5. “Cardboard” means post-consumer waste paper grade corrugated cardboard (#11), kraft (brown) paper bags or solid fiber boxes.
6. “City” means the city of Solana Beach.
7. “City agent” means any employee or agent of the city designated by the city manager or city council as being responsible for administering, directing, supervising, collecting and providing for the disposal of garbage, rubbish and other refuse.
8. “City manager” means the city manager of the city of Solana Beach.
9. “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.
10. “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in this ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
11. “Commercial recyclables” means recyclables from the two commercial subcategories of office buildings (of more than 20,000 square feet), which are office paper, corrugated cardboard, newspaper, and aluminum; and the hospitality industry (restaurants and taverns), which are corrugated cardboard, plastic beverage bottles, glass jars and bottles, white goods (large enameled appliances), aluminum, and tin and bi-metal cans.
12. “Commercial solid waste” means solid waste originating from stores, offices and other commercial sources, but does not include construction and demolition waste.

13. "Compliance Review" means a review of records by the City to determine compliance with this ordinance.
14. "Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).
15. "Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.
16. "Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).
17. "Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).
18. "Construction waste" means the demolition, dredging, grubbing and rubble material resulting from construction, remodeling, repair, and demolition activities on housing, commercial or governmental buildings and any other structure and pavement.
19. "C&D" means construction and demolition debris.
20. "Council" means the city council of the city of Solana Beach.
21. "Curbside collection" means the collection of recyclables or refuse from the curb or alleyway.
22. "Designated recyclable materials" means materials that are recyclable and/or reusable within the following categories of residential, commercial (office and hospitality), and industrial as defined more specifically within each category as listed within this chapter.
23. "Designated Source Separated Organic Waste Facility", as defined in 14 CCR Section 18982(14.5), means a Solid Waste facility that accepts a Source Separated Organic Waste collection stream as defined in 14 CCR Section 17402(a)(26.6) and complies with one of the following:
 - a. The facility is a "transfer/processor," as defined in 14 CCR Section 18815.2(a)(62), that is in compliance with the reporting requirements of 14 CCR

Section 18815.5(d), and meets or exceeds an annual average Source Separated organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024 and 75 percent on and after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(f) for Organic Waste received from the Source Separated Organic Waste collection stream.

- i. If a transfer/processor has an annual average Source Separated organic content Recovery rate lower than the rate required in Paragraph 1 of this definition for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a “Designated Source Separated Organic Waste Facility”.
 - b. The facility is a “composting operation” or “composting facility” as defined in 14 CCR Section 18815.2(a)(13), that pursuant to the reports submitted under 14 CCR Section 18815.7 demonstrates that the percent of the material removed for landfill disposal that is Organic Waste is less than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), whichever is applicable, and, if applicable, complies with the digestate handling requirements specified in 14 CCR Section 17896.5.
 - i. If the percent of the material removed for landfill disposal that is Organic Waste is more than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a “Designated Source Separated Organic Waste Facility.” For the purposes of this ordinance, the reporting periods shall be consistent with those defined in 14 CCR Section 18815.2(a)(49).
24. “Designee” means an entity that the City contracts with or otherwise arranges to carry out any of the City’s responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.
25. “Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
26. “Franchisee” means any refuse collector or recycling agent authorized by the city council of the city of Solana Beach, pursuant to the procedures established by this chapter.

27. "Enforcement Action" means an action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.
28. "Enforcement Official" means the city manager or other executive in charge or their authorized Designee(s) who is/are partially or whole responsible for enforcing this ordinance.
29. "Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City's, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.
30. "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).
31. "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.
32. "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
33. "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
 - a. A food bank as defined in Section 113783 of the Health and Safety Code;
 - b. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

- c. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

34. "Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
35. "Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.
36. "Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).
37. "Food-Soiled Paper" is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.
38. "Food Waste" means Food Scraps and Food-Soiled Paper.
39. "Garbage" includes, but is not restricted to, every accumulation of animal, vegetable or other mineral:
- a. Resulting from the preparation and consumption of edible foodstuffs;
 - b. Resulting from decay, dealing in storage of meats, fish, fowl, fruits or vegetables including the cans, containers or wrappers wasted along with such materials;
 - c. Such industrial, domestic and organic solid wastes or residue of animals sold for meat;

- d. Fruit, vegetable and animal matter from kitchens, dining rooms, markets, food establishments or any other place using, dealing in or handling meats, fish, fowl, fruits, vegetables or grains;
 - e. Offal, animal excreta or the carcasses of animals, fish or fowl; or
 - f. Nonrecyclable glass, paper or metal products.
40. “Glass bottles and jars” means food and beverage glass containers including container glass covered by the deposit law, and excluding household and kitchen containers such as drinking glasses, cups, and cooking and serving dishes.
41. “Gray Container” has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste.
42. “Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).
43. “Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.
44. “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).
45. “Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).
46. “High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).
47. “Industrial recyclables” means recyclables from industry/construction waste streams to include dirt, asphalt, sand, land clearing brush, concrete and rock.

48. "Industrial solid waste" means solid waste originating from mechanized manufacturing facilities, factories, refineries, construction and demolition projects, publicly operated treatment works, and/or solid wastes placed in commercial collection bins.
49. "Inspection" means a site visit where the City reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).
50. "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.
51. "Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.
52. "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).
53. "Metal" means recoverable aluminum, tin and bi-metal materials such as used beverage containers, siding, and other recyclable manufactured metal items.
54. "Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

55. "MWELo" refers to the Model Water Efficient Landscape Ordinance (MWELo), 23 CCR, Division 2, Chapter 2.7.
56. "Newspaper" means material printed on newsprint.
57. "Non-Compostable Paper" includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).
58. "Noncombustible rubbish" means ashes, bottles, broken crockery, glass, tin cans, metal and metallic substances which will not incinerate through contact with flames of ordinary temperature.
59. "Non-Local Entity" means the following entities that are not subject to the City's enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):
- a. Special district(s) located within the boundaries of the City;
 - b. Federal facilities, if any, including military installations, located within the boundaries of the City;
 - c. Facilities operated by the State park system located within the boundaries of the City, if any;
 - d. Public universities (including community colleges) located within the boundaries of the City;
 - e. County fairgrounds located within the boundaries of the City;
 - f. State agencies located within the boundaries of the City, if any.
60. "Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).
61. "Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
62. "Occupant" means and includes every owner of and every tenant or person who is in possession of, is the inhabitant of, or has the care and control of an inhabited residence or a place of business including, but not limited to, the United States, the state of California, the county of San Diego, the city of Solana Beach, and every other local agency.

63. "Office paper" means waste paper grades of white ledgers. Examples include forms, copy paper, stationery, and other white papers that are generally associated with desk activity.
64. "Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
65. "Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).
66. "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).
67. "Person" as used in this chapter means any individual, firm, corporation, association or group or combination acting as a unit.
68. "Place of business" means any hotel, motel, trailer court, restaurant, cafeteria, market, hospital, or any educational, professional, commercial or industrial establishment of any nature whatsoever, where there is an accumulation of refuse.
69. "Plastic beverage bottles" means plastic containers with narrow necks, or mouth openings smaller than the diameter of the container bodies, used for containing milk, juice, soft drinks or water intended for human consumption; to be distinguished from nonfood bottles such as those for containing motor oil, detergent, or other household products.
70. "Pollutant" means and includes, but is not limited to, solid waste, sewage, garbage, medical waste, wrecked or discarded equipment, radioactive materials, dredged spoil, rock, sand, sediment, silt, industrial waste, and any organic or inorganic substance defined as a pollutant under 40 C.F.R. 122.2 whose presence degrades the quality of the receiving waters in violation of basin plan and California ocean plan standards such as fecal coliform, fecal streptococcus, enterococcus, volatile organic carbon, surfactants, oil and grease, petroleum hydrocarbons, total organic carbon, lead, copper, chromium, cadmium, silver, nickel, zinc, cyanides, phenols, fertilizers, pesticides, herbicides and other biocides. A pollutant also includes any contaminant which degrades the quality of the receiving waters in violation of basin plan and California ocean plan standards by altering any of the following parameters: pH, total suspended and settleable solids, biochemical oxygen demand (BOD), chemical oxygen demand (COD), nutrients, temperature, and other narrative standards of the basin plan.

71. "Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).
72. "Prohibited Container Contaminants" means the following: (a) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City's Blue Container; (b) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City's Green Container; (c) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in City's Green Container and/or Blue Container; and, (d) Excluded Waste placed in any container.
73. "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).
74. "Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
75. "Recyclable materials" means paper, glass, cardboard, plastic, used motor oil, ferrous metal, aluminum, compostable yard waste (e.g., tree trimmings, grass clippings and other vegetative matter) or other materials which may be recycled for use in an altered form, that has been segregated from other solid waste and placed at a designated collection location for the purpose of collection and recycling.
76. "Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).
77. "Recycling operator" means a person or persons, firm, partnership, joint venture, association or corporation engaged in the collection and recycling of waste and other discarded materials. For the purposes of this chapter, "recycling" shall mean as established by Government Code Section 66716.6
78. "Regional Agency" means regional agency as defined in Public Resources Code Section 40181.
79. "Remote Monitoring" means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers,

and Gray Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

80. "Renewable Gas" means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).
81. "Residential dwelling unit" means each place used for residential dwelling purposes for a single family. A structure may have one or more residential dwelling units. No place used primarily for business purposes shall be considered as a residential dwelling unit.
82. "Residential recyclables" means those specific recyclable materials from the residential waste stream including, but not limited to, newspaper, plastic beverage bottles, aluminum, tin and bi-metal cans, yard wastes, white goods (enameled appliances) and glass bottles and jars.
83. "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
84. "Route Review" means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).
85. "Rubbish" includes, but is not restricted to, all nonbiodegradable waste or debris such as paper, cardboard, grass, tree or shrub trimmings, rugs, straw, clothing, wood or wood products, crockery, glass, rubber, metal, plastic, construction waste and debris, and other similar materials.
86. "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
87. "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

88. "Self-Hauler" means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).
89. "Single-Family" means of, from, or pertaining to any residential premises with fewer than five (5) units.
90. "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:
- a. Hazardous waste, as defined in the State Public Resources Code Section 40141.
 - b. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
 - c. Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.
91. "Solid waste collector" means any person or persons, firm, partnership, joint venture, association or corporation engaged in the collection, transportation or disposal of refuse in the city.
92. "Solid waste disposal" includes the collecting, transporting and disposal of solid waste in the city.
93. "Solid waste disposal operator" is synonymous with "refuse collector," "contractor" or "collector."

94. "Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste for the purposes of collection and processing.
95. "Source Separated Blue Container Organic Waste" means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).
96. "Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.
97. "Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.
98. "State" means the State of California.
99. "Storm water" means surface runoff and drainage associated with storm events and snow melt that flows across a surface to the storm water conveyance system or receiving waters. For the purposes of this chapter, storm water runoff and drainage from areas that are in a natural state, have not been significantly disturbed or altered, either directly or indirectly, as a result of human activity, and the character and type of pollutants naturally appearing in the runoff have not been significantly altered, either directly or indirectly, as a result of human activity, shall be considered "unpolluted" and shall satisfy the definition of "storm water" in this chapter.
100. "Storm water conveyance system" means private, natural and publicly owned facilities within the city of Solana Beach by which storm water may be conveyed to receiving waters of the United States, including any roads with drainage systems, streets, catch basins, curbs, gutters, ditches, pipes, natural and manmade channels or storm drains.

101. "Streets" mean the public streets, ways, alleys and places, except state freeways, as the same now or may hereafter exist within the city.
102. "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).
103. "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:
 - a. Supermarket.
 - b. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
 - c. Food Service Provider.
 - d. Food Distributor.
 - e. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

104. "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:
 - a. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
 - b. Hotel with an on-site Food Facility and 200 or more rooms.
 - c. Health facility with an on-site Food Facility and 100 or more beds.
 - d. Large Venue.
 - e. Large Event.
 - f. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
 - g. A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

105. "To segregate" any waste material or recyclable means any of the following: the placement of recyclables in separate containers; the binding of recyclable material separately from the other waste material; the physical separation of recyclables from other waste material.
106. "Transfer station" means the city's designated site where collected refuse may be transferred to vehicles which will haul the refuse to a disposal site.
107. "Truck" means any truck, trailer, semi-trailer, conveyance or vehicle used or intended to be used for the purpose of collecting refuse or to haul or transport refuse.
108. "Uncontainerized Green Waste and Yard Waste Collection Service" or "Uncontainerized Service" means a collection service that collects green waste and yard waste that is placed in a pile or bagged for collection on the street in front of a generator's house or place of business for collection and transport to a facility that recovers Source Separated Organic Waste, or as otherwise defined in 14 CCR Section 189852(a)(75).
109. "White goods" means large enameled appliances such as refrigerators, ovens and washing machines.
110. "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).
111. "Wood wastes" means lumber and wood products but excludes painted wood, wood treated with chemicals and pressure treated wood.
112. "Yard wastes" means leaves, grass, weeds and wood material from trees and shrubs that are less than four feet in length and six inches in diameter. (Ord. 333 § 3, 2005; Ord. 177 § 1, 1993)

6.20.135 Mandatory separation of recyclables, collection and disposal of solid waste and recyclables.

- A. It shall be mandatory for all occupants to separate from refuse, for recycling purposes, all designated residential, commercial, and industrial recyclables and otherwise participate in recycling through the collection service provided by a franchisee.
- B. A responsible occupant is not prohibited from using alternative collection and disposal methods which are not in conflict with the provisions of this code.
- C. Nothing in this section shall preclude any person from self hauling recyclable materials generated by that person to a recycling facility or operator. An occupant may

transport recyclable materials generated at its business or property to a recycling facility or operator (rather than utilizing a franchisee). The city manager or his/her designee may restrict or prohibit self hauling by an occupant if the city manager or his/her designee determines, after providing notice and an opportunity for a hearing, that the occupant's self hauling activities violate the provisions of this section or any other applicable law or regulation.

D. Nothing in this section shall preclude any occupant from selling or exchanging at fair market value, for reuse or recycling, recyclables generated from that business, commercial or residential property; or from donating to another entity for reuse or recycling recyclables generated from that business, commercial or residential property.

E. It is unlawful for any person to fail to segregate designated recyclable material. Violations of this section shall be punishable as provided in Chapters 1.16 and 1.18 SBMC. Nothing in this subsection shall prevent the city from obtaining voluntary compliance with the provisions of this section through educational programs, issuance of warning notices, or other means. (Ord. 414 § 2, 2010; Ord. 345 § 4, 2006; Ord. 177 § 1, 1993)

F. Single Family Organic Waste Generators shall:

1. Subscribe to City's Organic Waste collection services for all Organic Waste generated as described below in Section 6.20.135(F)(2). City shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

2. Participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers, as described below, and shall not place Prohibited Container Contaminants in collection containers.

a. A three- and three-plus-container collection service (Blue Container, Green Container, and Gray Container)

i. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

G. Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

1. Subscribe to the City's three-, three-plus container collection services and comply with requirements of those services as described below in Section G(2), except Commercial Businesses that meet the Self-Hauler requirements in this ordinance. The City shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City.

2. Except Commercial Businesses that meet the Self-Hauler requirements in Section K of this ordinance, participate in the Jurisdiction's Organic Waste collection service(s) by placing designated materials in designated containers as described below.

a. A three- and three-plus-container collection service (Blue Container, Green Container, and Gray Container)

i. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container.

3. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections G(4)(a) and G(4)(b) below) for employees, contractors, tenants, and customers, consistent with the City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section K.

4. Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

a. A body or lid that conforms with the container colors provided through the collection service provided by the City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first, or

b. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant to 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

5. Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement in Section G(4) pursuant to 14 CCR Section 18984.9(b).

6. To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section K.

7. Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

8. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.

9. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

10. Provide or arrange access for the City or its agent to their properties during all Inspections conducted in accordance with Section L of this ordinance to confirm compliance with the requirements of this ordinance.

11. Accommodate and cooperate with the City's Remote Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented at a later date, to evaluate generator's compliance with Section G(2). The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in the Blue Containers, Green Containers, and Gray Containers.

12. At Commercial Business's option and subject to any approval required from the City, implement a Remote Monitoring program for Inspection of the contents of its Blue Containers, Green Containers, and Gray Containers for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify

Prohibited Container Contaminants. Generators may install Remote Monitoring devices on or in the Blue Containers, Green Containers, and Gray Containers subject to written notification to or approval by the City or its Designee.

13. If a Commercial Business wants to self haul, meet the Self-Hauler requirements in Section K of this ordinance.

14. Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

15. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section I.

H. Waivers for Generators

1. De Minimis Waivers. The City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Section H(1)(b) below. Commercial Businesses requesting a de minimis waiver shall:

a. Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section H(1)(b) below.

b. Provide documentation that either:

i. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,

ii. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

c. Notify the City if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.

d. Provide written verification of eligibility for de minimis waiver every 5 years, if the City has approved de minimis waiver.

2. Physical space waivers. The City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or

licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section G. A Commercial Business or property owner may request a physical space waiver through the following process:

a. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.

b. Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.

c. Provide written verification to the City that it is still eligible for physical space waiver every five years, if the City has approved application for a physical space waiver.

3. Review and Approval of Waivers by Jurisdiction. The City Manager or the City Manager's designee shall be responsible for review and determination of any waiver submitted to the City for approval.

I. Requirements for Commercial Edible Food Generators

1. Tier One Commercial Edible Food Generators must comply with the requirements of this Section I commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

2. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

3. Commercial Edible Food Generators shall comply with the following requirements:

a. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

b. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

c. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

d. Allow Jurisdiction's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.

e. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

i. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

ii. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

iii. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

A. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

B. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.

C. The established frequency that food will be collected or self-hauled.

D. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

a. No later than July 1, 2022 of each year for Tier One Commercial Edible Food Generators and July 1, 2024 for Tier Two Commercial Edible Food Generators, provide an annual Food Recovery report to the City that includes the following information:

i. All records required in e(i);

ii. Amount and type of Edible Food that was not accepted by Food Recovery Organizations or services for donation.

4. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

5. Requirements for Food Recovery Organizations

a. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement

established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

i. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.

ii. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.

iii. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.

iv. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

b. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

i. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

ii. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.

iii. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

c. Food Recovery Organizations and Food Recovery Services shall inform generators about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).

d. Commencing on January 1, 2022, and annually thereafter, Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b).

e. Food Recovery Capacity Planning: In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the City, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could

be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

J. Requirements for Haulers and Facility Operators.

1. Requirements for Haulers – Standard Compliance Approach.

a. Exclusive franchised hauler providing residential, Commercial, or industrial Organic Waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the Jurisdiction to collect Organic Waste:

i. Through written notice to the City annually on or before January 1, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.

ii. Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.

iii. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1 and City's C&D ordinance.

b. Exclusive franchised hauler authorization to collect Organic Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, license, or other agreement entered into with City.

2. Requirements for Facility Operators and Community Composting Operations

a. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City's request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

b. Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the

Community Composting operation. Entities contacted by the Jurisdiction shall respond within 60 days.

K. Self-Hauler Requirements

1. Self-Haulers shall source separate all recyclable materials and Organic Waste generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.

2. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

3. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the Jurisdiction. The records shall include the following information:

- a. Delivery receipts and weight tickets from the entity accepting the waste.
- b. The amount of material in cubic yards or tons transported by the generator to each entity.
- c. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

4. Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section K(3) to City.

5. A residential Organic Waste Generator that self hauls Organic Waste is not required to record or report information in Section K(3) and (4).

L. Inspections and Investigations by City.

1. City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the

interior of a private residential property for Inspection. For the purposes of inspecting Commercial Business containers for compliance with Section G(2) or H(2) of this ordinance, Jurisdiction may conduct container Inspections for Prohibited Container Contaminants using Remote Monitoring, and Commercial Businesses shall accommodate and cooperate with the Remote Monitoring pursuant to Section G or H of this ordinance.

2. Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) installation and operation of Remote Monitoring equipment; or (iii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.

3. Any records obtained by a Jurisdiction during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

4. City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.

5. City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

M. Enforcement

1. Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the City's Enforcement Official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.

2. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. The City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. The City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of Jurisdiction staff and resources.

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 Solana Beach shall proceed with publication pursuant to the provisions of Government Code §36933.

INTRODUCED AND FIRST READ at a meeting of the City Council of the City of Solana Beach, California, on the 14th day of July, 2021; and

THEREAFTER ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, on the ____ day of _____, 2020, by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

Chapter 6.20
SOLID WASTE COLLECTION AND DISPOSAL
AND
MANDATORY ORGANIC WASTE DISPOSAL REDUCTION ORDINANCE¹

Sections:

- 6.20.010 Purpose and intent.
- 6.20.020 Definitions.
- 6.20.030 Franchise for solid waste collection – Establishment of charges.
- 6.20.040 Power of city council to issue franchises for disposal and collection.
- 6.20.050 Unlawful collection.
- 6.20.055 Scavenging prohibited.
- 6.20.060 Collection in emergencies.
- 6.20.070 Hours of collection.
- 6.20.080 Spillage.
- 6.20.090 Containers.
- 6.20.095 Identification of containers.
- 6.20.100 Placement of containers for collection.
- 6.20.110 Time and date of placement of containers.
- 6.20.115 Placement of containers for recyclable material.
- 6.20.120 Solid waste removal.
- 6.20.130 Solid waste disposal.
- 6.20.135 ~~Mandatory separation of recyclables, collection and disposal of solid waste and recyclables.~~ ~~Mandatory recycling.~~
- 6.20.140 Special provisions regarding method of disposal.
- 6.20.150 Burning, burial or dumping.
- 6.20.160 Transfer of refuse.
- 6.20.170 Duration of storage.
- 6.20.180 Other storage prohibited – Private property.
- 6.20.190 Use of vehicles.
- 6.20.200 No parking of loaded trucks at night.
- 6.20.210 Equipment required.
- 6.20.220 Truck inspection.
- 6.20.230 Specifications and restrictions on collection vehicles.
- 6.20.240 Franchisee’s employees.
- 6.20.250 Bond.
- 6.20.260 Franchise classification.
- 6.20.265 Minimum requirements.
- 6.20.270 Franchise issuance.
- 6.20.280 Charges for service.
- 6.20.290 Mandatory collection and payment of charges.
- 6.20.295 Pollution management fee.
- 6.20.300 Payment under protest.
- 6.20.310 General rules and regulations.
- 6.20.320 Inquiries and complaints.
- 6.20.330 Inspection of revenue records.
- 6.20.340 Appropriation of funds.
- 6.20.350 Severability.

6.20.010 Purpose and intent.

The city council hereby finds and ~~declares; determines~~

- (a) ~~that~~ The storage, accumulation, collection and disposal of garbage, trash, litter, rubbish, debris and other discarded matter, goods and materials is a matter of great public concern, in that improper control of such matters creates a public nuisance, can lead to air pollution, fire hazards, illegal dumping, insect breeding and rat infestation and other conditions affecting the health, welfare and safety of the residents of this and surrounding cities. The city council further finds that the periodic collection of garbage, rubbish and other

refuse and recyclable material from all residences and places of business in the city benefits all occupants of residences within the city and, therefore, the occupants as hereinafter defined are made liable for the payment of fees for the mandatory service as may be from time to time approved by city council resolution. The city council further declares that the regulations provided in this chapter are designated to eliminate such problems. The city council is authorized to adopt this chapter pursuant to California Constitution Article XI, § 7 and Division 30 of California Public Resources Code (Waste Management) including, without limitation, Sections 40057, 40058, 40059, 49300 and 49500 et seq. (Ord. 333 § 2, 2005; Ord. 177 § 1, 1993)

- (b) State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their Jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.
- (c) State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires Jurisdictions to implement a Mandatory Commercial Recycling program.
- (d) State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires Jurisdictions to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires Jurisdictions to to implement a Mandatory Commercial Organics Recycling program.
- (e) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including Jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.
- (f) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires Jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.
- (g) Requirements in this ordinance are consistent with other adopted goals and policies of the City, including: (City to insert description). Guidance: At City's option, Jurisdictions may want to include this subsection (f) to add Jurisdiction specific diversion goals or policies here such as a 75% diversion or zero waste goal, C&D recovery ordinance, greenhouse gas reduction goals, local climate action plan, etc.

6.20.020 Definitions.

Whenever the following defined words and phrases are used in this chapter, they shall have the definition or meaning established by this section, unless it is clearly apparent from the context in which the word or phrase appears that a different definition or meaning is intended.

- ~~1.~~ 1. “Animal waste” means manure, fertilizer, or any form of solid excrement produced by any and all forms of domestic or commercial livestock.
- ~~2.~~ 2. “Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.
- ~~3.~~ 3. “CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Jurisdictions (and others).
- ~~4.~~ 4. “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).
- ~~4.~~ 4.
- ~~2.~~ 2. “Cardboard” means post-consumer waste paper grade corrugated cardboard (#11), kraft (brown) paper bags or solid fiber boxes.
- ~~5.~~ 5.
- ~~3.~~ 3. “City” means the city of Solana Beach.
- ~~6.~~ 6.
- ~~4.~~ 4. “City agent” means any employee or agent of the city designated by the city manager or city council as being responsible for administering, directing, supervising, collecting and providing for the disposal of garbage, rubbish and other refuse.
- ~~7.~~ 7.
- ~~5.~~ 5. “City manager” means the city manager of the city of Solana Beach.
- ~~8.~~ 8.
- ~~6.~~ 6. “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.
- ~~9.~~ 9.
- ~~7.~~ 7. “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Sections ~~3(rrr) and 3(sss)~~ 3(rrr) and 3(sss) of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
- ~~10.~~ 10.
- ~~8.~~ 6. “Commercial recyclables” means recyclables from the two commercial subcategories of office buildings (of more than 20,000 square feet), which are office paper, corrugated cardboard, newspaper, and aluminum; and the hospitality industry (restaurants and taverns), which are corrugated cardboard, plastic beverage bottles, glass jars and bottles, white goods (large enameled appliances), aluminum, and tin and bi-metal cans.
- ~~11.~~ 11.

~~9.7.~~ “Commercial solid waste” means solid waste originating from stores, offices and other commercial sources, but does not include construction and demolition waste.

~~12.~~

~~10.~~ “Compliance Review” means a review of records by thea JurisdictionCity to determine compliance with this ordinance.

~~13.~~

~~11.~~ “Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

~~14.~~

~~12.~~ “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

~~15.~~

~~16.~~ “Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

~~13.~~ “Container Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

~~17.~~

~~18.8.~~ “Construction waste” means the demolition, dredging, grubbing and rubble material resulting from construction, remodeling, repair, and demolition activities on housing, commercial or governmental buildings and any other structure and pavement.

~~14.~~ “C&D” means construction and demolition debris.

~~19.~~

~~15.9.~~ “Council” means the city council of the city of Solana Beach.

~~20.~~

~~16.10.~~ “Curbside collection” means the collection of recyclables or refuse from the curb or alleyway.

~~21.~~

~~17.11.~~ “Designated recyclable materials” means materials that are recyclable and/or reusable within the following categories of residential, commercial (office and hospitality), and industrial as defined more specifically within each category as listed within this chapter.

~~22.~~

18. “Designated Source Separated Organic Waste Facility”, as defined in 14 CCR Section 18982(14.5), means a Solid Waste facility that accepts a Source Separated Organic Waste collection stream as defined in 14 CCR Section 17402(a)(26.6) and complies with one of the following:

23.

a. ~~(1)~~ —The facility is a “transfer/processor,” as defined in 14 CCR Section 18815.2(a)(62), that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d), and meets or exceeds an annual average Source Separated organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024 and 75 percent on and after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(f) for Organic Waste received from the Source Separated Organic Waste collection stream.

a. ~~(1)~~

i. ~~(A)~~ —If a transfer/processor has an annual average Source Separated organic content Recovery rate lower than the rate required in Paragraph 1 of this definition for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a “Designated Source Separated Organic Waste Facility”.

i. ~~(A)~~

b. ~~(2)~~ —The facility is a “composting operation” or “composting facility” as defined in 14 CCR Section 18815.2(a)(13), that pursuant to the reports submitted under 14 CCR Section 18815.7 demonstrates that the percent of the material removed for landfill disposal that is Organic Waste is less than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), whichever is applicable, and, if applicable, complies with the digestate handling requirements specified in 14 CCR Section 17896.5.

b. ~~(2)~~

i. ~~(A)~~ —If the percent of the material removed for landfill disposal that is Organic Waste is more than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a “Designated Source Separated Organic Waste Facility.” For the purposes of this ordinance, the reporting periods shall be consistent with those defined in 14 CCR Section 18815.2(a)(49).

i. ~~(A)~~

ii. —“Designee” means an entity that ~~the a Jurisdiction~~City contracts with or otherwise arranges to carry out any of the ~~Jurisdiction~~City’s responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

24.

iii. —“Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

25.

iv. ~~12.~~ —“Franchisee” means any refuse collector or recycling agent authorized by the city council of the city of Solana Beach, pursuant to the procedures established by this chapter.

26.

27. “Enforcement Action” means an action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

28. “Enforcement Official” means the city manager or other executive in charge or their authorized Designee(s) who is/are partially or whole responsible for enforcing this ordinance.
29. “Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City’s, or its Designee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.
30. “Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).
31. “Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.
32. “Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
33. “Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
- a. A food bank as defined in Section 113783 of the Health and Safety Code;
 - b. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and
 - c. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.
- A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
- If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.
34. “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
35. “Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.
36. “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).
37. “Food-Soiled Paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

38. “Food Waste” means Food Scraps and Food-Soiled Paper.

39.13-“Garbage” includes, but is not restricted to, every accumulation of animal, vegetable or other mineral:

a. Resulting from the preparation and consumption of edible foodstuffs;

b. Resulting from decay, dealing in storage of meats, fish, fowl, fruits or vegetables including the cans, containers or wrappers wasted along with such materials;

c. Such industrial, domestic and organic solid wastes or residue of animals sold for meat;

d. Fruit, vegetable and animal matter from kitchens, dining rooms, markets, food establishments or any other place using, dealing in or handling meats, fish, fowl, fruits, vegetables or grains;

e. Offal, animal excreta or the carcasses of animals, fish or fowl; or

f. Nonrecyclable glass, paper or metal products.

~~19.~~

~~20.a. Resulting from the preparation and consumption of edible foodstuffs;~~

~~21.b. Resulting from decay, dealing in storage of meats, fish, fowl, fruits or vegetables including the cans, containers or wrappers wasted along with such materials;~~

~~22.c. Such industrial, domestic and organic solid wastes or residue of animals sold for meat;~~

~~23.d. Fruit, vegetable and animal matter from kitchens, dining rooms, markets, food establishments or any other place using, dealing in or handling meats, fish, fowl, fruits, vegetables or grains;~~

~~24.e. Offal, animal excreta or the carcasses of animals, fish or fowl; or~~

~~25.f. Nonrecyclable glass, paper or metal products.~~

~~26.14-“Glass bottles and jars” means food and beverage glass containers including container glass covered by the deposit law, and excluding household and kitchen containers such as drinking glasses, cups, and cooking and serving dishes.~~

~~40.~~

41. “Gray Container” has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste.

42. “Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).

43. “Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.

44. “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

45. “Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

46. “High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).
- ~~27-15.~~ “Industrial recyclables” means recyclables from industry/construction waste streams to include dirt, asphalt, sand, land clearing brush, concrete and rock.
- 47.
- ~~28-16.~~ “Industrial solid waste” means solid waste originating from mechanized manufacturing facilities, factories, refineries, construction and demolition projects, publicly operated treatment works, and/or solid wastes placed in commercial collection bins.
- 48.
49. “Inspection” means a site visit where the City reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).
50. “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.
51. “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.
52. “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).
- ~~29-17.~~ “Metal” means recoverable aluminum, tin and bi-metal materials such as used beverage containers, siding, and other recyclable manufactured metal items.
- 53.
54. “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
55. “MWEL0” refers to the Model Water Efficient Landscape Ordinance (MWEL0), 23 CCR, Division 2, Chapter 2.7.
- ~~30-18.~~ “Newspaper” means material printed on newsprint.

56.

57. “Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

~~31.~~ 49. “Noncombustible rubbish” means ashes, bottles, broken crockery, glass, tin cans, metal and metallic substances which will not incinerate through contact with flames of ordinary temperature.

58.

59. “Non-Local Entity” means the following entities that are not subject to the City’s enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):

- a. Special district(s) located within the boundaries of the City;
- b. Federal facilities, if any, including military installations, located within the boundaries of the City;
- c. Facilities operated by the State park system located within the boundaries of the City, if any;
- d. Public universities (including community colleges) located within the boundaries of the City;
- e. County fairgrounds located within the boundaries of the City;
- f. State agencies located within the boundaries of the City, if any.

60. “Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

61. “Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

~~32.~~ 20. “Occupant” means and includes every owner of and every tenant or person who is in possession of, is the inhabitant of, or has the care and control of an inhabited residence or a place of business including, but not limited to, the United States, the state of California, the county of San Diego, the city of Solana Beach, and every other local agency.

62.

~~33.~~ 21. “Office paper” means waste paper grades of white ledgers. Examples include forms, copy paper, stationery, and other white papers that are generally associated with desk activity.

63.

64. “Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

65. “Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

66. “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

~~34.22.~~ “Person” as used in this chapter means any individual, firm, corporation, association or group or combination acting as a unit.

67.

~~35.23.~~ “Place of business” means any hotel, motel, trailer court, restaurant, cafeteria, market, hospital, or any educational, professional, commercial or industrial establishment of any nature whatsoever, where there is an accumulation of refuse.

68.

~~36.24.~~ “Plastic beverage bottles” means plastic containers with narrow necks, or mouth openings smaller than the diameter of the container bodies, used for containing milk, juice, soft drinks or water intended for human consumption; to be distinguished from nonfood bottles such as those for containing motor oil, detergent, or other household products.

69.

~~37.25.~~ “Pollutant” means and includes, but is not limited to, solid waste, sewage, garbage, medical waste, wrecked or discarded equipment, radioactive materials, dredged spoil, rock, sand, sediment, silt, industrial waste, and any organic or inorganic substance defined as a pollutant under 40 C.F.R. 122.2 whose presence degrades the quality of the receiving waters in violation of basin plan and California ocean plan standards such as fecal coliform, fecal streptococcus, enterococcus, volatile organic carbon, surfactants, oil and grease, petroleum hydrocarbons, total organic carbon, lead, copper, chromium, cadmium, silver, nickel, zinc, cyanides, phenols, fertilizers, pesticides, herbicides and other biocides. A pollutant also includes any contaminant which degrades the quality of the receiving waters in violation of basin plan and California ocean plan standards by altering any of the following parameters: pH, total suspended and settleable solids, biochemical oxygen demand (BOD), chemical oxygen demand (COD), nutrients, temperature, and other narrative standards of the basin plan.

70.

71. “Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

72. “Prohibited Container Contaminants” means the following: (a) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City’s Blue Container; (b) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City’s Green Container; (c) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in City’s Green Container and/or Blue Container; and, (d) Excluded Waste placed in any container.

73. “Recovered Organic Waste Products” means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

74. “Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

~~38.26.~~ “Recyclable materials” means paper, glass, cardboard, plastic, used motor oil, ferrous metal, aluminum, compostable yard waste (e.g., tree trimmings, grass clippings and other vegetative matter) or other materials which may be recycled for use in an altered form, that has been segregated from other solid waste and placed at a designated collection location for the purpose of collection and recycling.

75.

76. “Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).
- ~~39.27.~~ “Recycling operator” means a person or persons, firm, partnership, joint venture, association or corporation engaged in the collection and recycling of waste and other discarded materials. For the purposes of this chapter, “recycling” shall mean as established by Government Code Section 66716.6
- 77.
78. “Regional Agency” means regional agency as defined in Public Resources Code Section 40181.
79. “Remote Monitoring” means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, and Gray Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.
80. “Renewable Gas” means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).
- ~~40.28.~~ “Residential dwelling unit” means each place used for residential dwelling purposes for a single family. A structure may have one or more residential dwelling units. No place used primarily for business purposes shall be considered as a residential dwelling unit.
- 81.
- ~~41.29.~~ “Residential recyclables” means those specific recyclable materials from the residential waste stream including, but not limited to, newspaper, plastic beverage bottles, aluminum, tin and bi-metal cans, yard wastes, white goods (enameled appliances) and glass bottles and jars.
- 82.
83. “Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
84. “Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).
- ~~42.30.~~ “Rubbish” includes, but is not restricted to, all nonbiodegradable waste or debris such as paper, cardboard, grass, tree or shrub trimmings, rugs, straw, clothing, wood or wood products, crockery, glass, rubber, metal, plastic, construction waste and debris, and other similar materials.
- 85.
86. “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
87. “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.
88. “Self-Hauler” means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination

owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

89. "Single-Family" means of, from, or pertaining to any residential premises with fewer than five (5) units.

90. ~~34.~~ "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

a. Hazardous waste, as defined in the State Public Resources Code Section 40141.

b. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).

~~43. — Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code. "Solid waste" means and includes any or all types of rubbish, garbage or waste material defined in this section. "Solid waste," for the purpose of franchise collection, does not include hazardous waste as defined in Government Code Section 66714.8.~~

c.

~~44.32.~~ "Solid waste collector" means any person or persons, firm, partnership, joint venture, association or corporation engaged in the collection, transportation or disposal of refuse in the city.

91.

~~45.33.~~ "Solid waste disposal" includes the collecting, transporting and disposal of solid waste in the city.

92.

~~46.34.~~ "Solid waste disposal operator" is synonymous with "refuse collector," "contractor" or "collector."

93.

94. "Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste for the purposes of collection and processing.

95. "Source Separated Blue Container Organic Waste" means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).

96. "Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

97. “Source Separated Recyclable Materials” means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

98. “State” means the State of California.

~~47.35.~~ “Storm water” means surface runoff and drainage associated with storm events and snow melt that flows across a surface to the storm water conveyance system or receiving waters. For the purposes of this chapter, storm water runoff and drainage from areas that are in a natural state, have not been significantly disturbed or altered, either directly or indirectly, as a result of human activity, and the character and type of pollutants naturally appearing in the runoff have not been significantly altered, either directly or indirectly, as a result of human activity, shall be considered “unpolluted” and shall satisfy the definition of “storm water” in this chapter.

99.

~~48.36.~~ “Storm water conveyance system” means private, natural and publicly owned facilities within the city of Solana Beach by which storm water may be conveyed to receiving waters of the United States, including any roads with drainage systems, streets, catch basins, curbs, gutters, ditches, pipes, natural and manmade channels or storm drains.

100.

~~49.37.~~ “Streets” mean the public streets, ways, alleys and places, except state freeways, as the same now or may hereafter exist within the city.

101.

102. “Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

103. “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

a. Supermarket.

b. Grocery Store with a total facility size equal to or greater than 10,000 square feet.

c. Food Service Provider.

d. Food Distributor.

e. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

104. “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

a. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

b. Hotel with an on-site Food Facility and 200 or more rooms.

c. Health facility with an on-site Food Facility and 100 or more beds.

d. Large Venue.

e. Large Event.

f. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.

g. A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.~~38-~~

~~50.~~ “To segregate” any waste material or recyclable means any of the following: the placement of recyclables in separate containers; the binding of recyclable material separately from the other waste material; the physical separation of recyclables from other waste material.

105.

~~51.39.~~ “Transfer station” means the city’s designated site where collected refuse may be transferred to vehicles which will haul the refuse to a disposal site.

106.

~~52.40.~~ “Truck” means any truck, trailer, semi-trailer, conveyance or vehicle used or intended to be used for the purpose of collecting refuse or to haul or transport refuse.

107.

108. “Uncontainerized Green Waste and Yard Waste Collection Service” or “Uncontainerized Service” means a collection service that collects green waste and yard waste that is placed in a pile or bagged for collection on the street in front of a generator’s house or place of business for collection and transport to a facility that recovers Source Separated Organic Waste, or as otherwise defined in 14 CCR Section 189852(a)(75).

~~53.41.~~ “White goods” means large enameled appliances such as refrigerators, ovens and washing machines.

109.

110. “Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

~~54.42.~~ “Wood wastes” means lumber and wood products but excludes painted wood, wood treated with chemicals and pressure treated wood.

111.

~~55.112.~~ 43. “Yard wastes” means leaves, grass, weeds and wood material from trees and shrubs that are less than four feet in length and six inches in diameter. (Ord. 333 § 3, 2005; Ord. 177 § 1, 1993)

6.20.030 Franchise for solid waste collection – Establishment of charges.

A. Disposal and collection of solid waste and recycling of recyclable materials are services to be performed in the city in accordance with the provisions of this chapter. The city council may, from time to time, issue one or more exclusive or semi-exclusive franchises to those persons meeting the criteria of this chapter, and such other standards as may be established by resolution of the city council, regarding the collection of solid waste or recyclable materials from commercial, business, industrial and residential properties. So long as a franchise remains in force, collection of material provided for herein may be made only in accordance with the terms and conditions of this chapter and the applicable franchise. The fees and charges for such collection, removal and disposal services shall be those which the city council may, from time to time, hereafter approve by resolution. The city council may also include under the fees and charges recovered by a franchise those costs incurred by the city for the removal of solid waste and pollutants from storm water and other water runoff to prevent the further pollution of the waters of the state.

B. Except as specified herein, no person shall collect, remove or dispose of any solid waste or recyclable material within the city, nor transport the same over any public streets or rights-of-way, unless a franchise to do so has first been obtained from the city council. The franchise shall at all times comply with the provisions of this chapter and any other regulations which have been adopted. For purposes of this chapter, collection does not include the random picking up of loose litter from public places or places open to the public.

C. Collection, removal and disposal of hazardous solid waste is not subject to the provisions of this chapter.

D. The city council shall not issue more than two Class I franchises or one Class II franchise, unless the city council finds that public convenience and necessity require additional franchises. (Ord. 333 § 4, 2005; Ord. 177 § 1, 1993)

6.20.040 Power of city council to issue franchises for disposal and collection.

The city council shall have the power to issue and determine the terms of any franchise for the collection and disposal as provided for in this chapter. Franchises may be exclusive or semi-exclusive as determined by the city council. Franchises may be issued with or without competitive bidding. In issuing franchises for solid waste collection and disposal, the city council shall not be required to issue a franchise based upon the offer of lower or lowest rates, but shall be free to issue franchises to the person(s) deemed best suited to comply with the terms of this chapter and such other terms and conditions imposed by the city council. In addition to all other remedies for violation of this chapter or default by a franchisee, the city council may revoke a franchise after a hearing called on 10 days' written notice to the franchisee. (Ord. 177 § 1, 1993)

6.20.050 Unlawful collection.

A. Unless having first obtained a franchise as a solid waste collector or recycling operator, or unless expected pursuant to this section, it is unlawful and a misdemeanor for any person to collect or transport solid waste within the city.

B. It is unlawful for any person to franchise, allow or enter into any agreement whatsoever for the collection or transportation of refuse with any person who is not a franchisee as defined in this chapter, except as permitted in subparagraphs 1, 2, 3 and 4 of subsection C of this section.

C. The following types of collection or transportation of solid waste are exempted from the franchise requirements of this chapter:

1. The collection and removal of grass clippings and shrubbery by individual residents and by individuals doing business as professional landscapers, when the collection is directly related to work done on the property from which the clippings and shrubbery are collected or removed.
2. A franchisee shall not be required to collect hazardous or dangerous materials as part of regular collection activity. Liquid and dry caustics, acids, biohazardous, flammable, explosive materials, insecticides, and similar substances shall not be deposited in collection containers. A franchise shall be handled under separate agreement between the franchisee, or other qualified haulers and customer, and in accordance with the provisions of the California Health and Safety Code.
3. Medical waste (as defined in the California Medical Waste Management Act) shall not be collected by the franchisee. Institutions producing such wastes shall store, dispose and handle such material only in the manner as approved by the county health officer or designated deputy, and in accordance with the California Health and Safety Code.
4. The use of garbage disposal devices authorized by the Uniform Plumbing Code, or to prohibit occupants of property from periodically transporting and disposing of solid waste generated from the occupant's property to an authorized landfill.

D. Nothing in this chapter shall preclude from transporting for his or her own benefit recyclable material generated by the person or on the person's property to an authorized recyclable material collection facility; provided, however, that nothing in this section shall be construed to allow the unauthorized collection or removal of recyclable material set aside for recycling or pick-up by a franchised recycling operator. (Ord. 177 § 1, 1993)

6.20.055 Scavenging prohibited.

No person, other than the owner thereof, the owner's agents or employees, an officer or employee of the city, or a person holding a franchise issued pursuant to this title, or a franchisee's agents or employees authorized for such purposes, shall do any of the following:

- A. Tamper or meddle with any solid waste collection container or container for recyclable material;
- B. Tamper or meddle with the contents of any solid waste collection container or container for recyclable material;
- C. Remove the contents of any solid waste collection container or container for recyclable material;
- D. Remove any solid waste collection container or container for recyclable material from the location where the container has been placed by the owner of the container or the owner's agent;
- E. Remove, or tamper or meddle with, any solid waste or recyclable material set out for collection, pursuant to the provisions of this title, on private property or on any sidewalk, street or public right-of-way. (Ord. 177 § 1, 1993)

6.20.060 Collection in emergencies.

In emergencies such as the breakdown of equipment or other unforeseen or unpreventable circumstances, or where in the judgment of the city manager the particular situation justifies such action, the city manager may issue limited or temporary franchises to private persons or corporations to perform any of the services covered by this chapter, subject to such reasonable fees, charges and conditions as the circumstances may warrant and as the parties involved may agree upon; provided, that such fees and charges received from, or paid to, any private persons or corporations under this section for any period exceeding 15 days' duration shall be approved by the city council. (Ord. 177 § 1, 1993)

6.20.070 Hours of collection.

The franchisee shall not collect solid waste within a residential area between the hours of 6:00 p.m. and 6:30 a.m. the next day. With prior permission of the city manager, this time may be changed. (Ord. 177 § 1, 1993)

6.20.080 Spillage.

The franchisee shall exercise all reasonable care and diligence in collecting solid waste so as to prevent spilling, scattering or dropping refuse, and shall immediately, at the time of occurrence, clean up any spillage. (Ord. 177 § 1, 1993)

6.20.090 Containers.

It shall be the duty of the occupants of residential, commercial and industrial occupancies to maintain containers for the accumulation and disposal of garbage, recyclables, combustible and noncombustible rubbish, miscellaneous debris, rubbish, recyclable material and other refuse. All containers or receptacles used for the reception, removal and disposal of garbage, recyclables, food plant wastes, market greens, market refuse and like refuse, should be water-tight, constructed of a material of suitable strength and durability, shall be tight-seamed and provided with handles and tight-fitting lid or cover, which lid shall be and remain affixed to the container at such time as the garbage, recyclables, food plant waste, market greens, market refuse and other refuse are placed within the container. Noncombustible refuse and other like refuse, other than garbage, may be deposited in well-constructed containers having a capacity not in excess of 96 gallons each (residential) and which, when filled, do not collectively exceed a weight of 150 pounds for solid waste and recyclables. Green waste may be deposited in well-constructed containers having a capacity not in excess of 32 gallons each (residential) and which, when filled, do not collectively exceed a weight of 50 pounds. No person shall fill any container with garbage, recyclables, rubbish or other refuse above the top of the container to such extent as to permit the contents of any container to be blown or otherwise strewn about. Paper bags and cardboard containers shall not be used as containers for the disposal of garbage, recyclables, rubbish and other refuse.

Where a franchisee, pursuant to a franchise agreement under this chapter, provides carts/containers for refuse, all refuse and recyclables must be containerized only in the carts/containers provided by the franchisee at the cost and under the terms set out in the franchise agreement. Containers provided by the franchisee are the sole property of the franchisee and may not be removed from the residential premises for which they are provided. Franchisee shall be responsible for normal wear and tear of such containers. Costs to repair damages beyond ordinary wear and tear

shall be borne by the resident. Costs for additional carts/containers shall be borne by the resident. All costs shall be as set out in the franchise agreement.

Tree limbs, trunks, hedge cuttings, brush and lumber shall not exceed four feet in length. In commercial and business zones, containers shall be metal lined, leak proof, constructed of noncombustible materials, provided with an impervious lid, and approved by the fire department or its representative as providing adequate protection against fire hazard. (Ord. 414 § 1, 2010; Ord. 345 § 1, 2006; Ord. 177 § 1, 1993)

6.20.095 Identification of containers.

All containers provided by a franchisee for collection of solid waste or for collection of recyclable material shall be clearly labeled and shall contain the name, address and phone number of the franchisee. (Ord. 177 § 1, 1993)

6.20.100 Placement of containers for collection.

It shall be the duty of occupants of residential property to set out or place containers or receptacles for collection and removal of solid waste and recyclable materials not otherwise transported by the occupant pursuant to SBMC 6.20.050(C)(1), as follows: in the street at the curblin in front of the premises occupied by the person for collection by the franchisee on the day specified by the franchisee for collection of the solid waste; provided, that the franchisee may designate some other location for the placement of containers and receptacles to expedite collection. (Ord. 345 § 2, 2006; Ord. 177 § 1, 1993)

6.20.110 Time and date of placement of containers.

A. No person shall place, or cause to be placed, any solid waste or container or receptacle for solid waste in any public highway or in any place, or in any manner other than as provided in SBMC 6.20.100, or at any time other than the days established by the city for the collection of such solid waste on the particular route involved, not earlier than 4:00 p.m. on the day prior to the scheduled day of collection. All containers and receptacles shall be removed from the place of collection prior to 12:00 noon on the day following scheduled collections.

B. Each owner, occupant, tenant or lessee of a house or building used for residential, business or commercial purposes shall maintain supervision and surveillance over the solid waste containers and receptacles on the premises, and shall maintain the same in a sanitary condition. If the containers or receptacles should not be emptied and the contents removed on the date and time scheduled by the franchisee, they should immediately notify the city or the franchisee to forthwith arrange for the collection and disposal of the refuse.

C. Junk, salvage and other solid waste which exceeds the limitations hereinabove set out may, in the discretion of the franchisee, be scheduled for special collection upon the application of the occupant of the premises. Special collection charges may be assessed by the franchisee for this service.

D. Notwithstanding subsection A of this section, the city manager may temporarily allow a franchisee to place a commercial solid waste collection container in that portion of a roadway reserved for the parking of vehicles; provided, that the franchisee shall first agree to defend and indemnify the city for any damage, liability or claim in any manner caused by the existence of the container at the allowed location; and provided further, that the franchisee shall agree to comply with any conditions deemed necessary by the city manager to protect the public health, safety or welfare. (Ord. 345 § 3, 2006; Ord. 177 § 1, 1993)

6.20.115 Placement of containers for recyclable material.

A. A recycling operator holding a valid Class II franchise may place collection containers on public or private property as follows:

1. On public property with the written permission of the city manager;
2. On private property with the written permission of the owner, lessee or person entitled to immediate possession of the property.

B. All collection containers for recyclable materials shall be constructed of a solid material and be designed to ensure that the recyclable material is confined within the container. All collection containers shall contain the name, address and telephone number of the recycling operator.

C. Any container for recyclable material placed upon public property in violation of this chapter may be removed by the city according to the following provisions:

1. If the container is placed upon a public street or on a public street right-of-way, so as to cause a hazard to the traveling public, the container may be immediately removed without notice. After removal, the city shall attempt to ascertain the identity of the owner, and if the identity of the owner is ascertained, shall notify the owner of the removal and of the owner's right to reclaim the container.

2. If the container is placed upon public property other than in a manner subject to subparagraph 1 of this subsection, the container may be removed by the city 10 days after the posting of a notice to remove on the container. The notice to remove shall be of a size not less than eight and one-half by 11 inches and shall contain a statement substantially as follows:

THIS CONTAINER HAS BEEN PLACED ON PUBLIC PROPERTY IN VIOLATION OF CHAPTER 6.20 OF THE SOLANA BEACH MUNICIPAL CODE. IF THIS CONTAINER IS NOT REMOVED ON OR BEFORE _____ (DATE 10 DAYS FROM DATE OF POSTING OF NOTICE), IT WILL BE REMOVED BY THE CITY, YOU WILL BE REQUIRED TO PAY THE COSTS OF REMOVAL. IF YOU DO NOT CLAIM THIS CONTAINER FROM THE CITY WITHIN 30 DAYS AFTER ITS REMOVAL, THE CONTAINER MAY BE DESTROYED OR OTHERWISE DISPOSED OF BY THE CITY.

3. If the container is removed by the city according to this subsection, the city shall retain the container for 30 days, during which it shall use reasonable efforts to identify the owner. If the container is not reclaimed by the owner within the 30-day period, the city may destroy or otherwise dispose of the container.

4. If the container is removed by the city, the cost of the removal shall be charged against the owner of the container. (Ord. 177 § 1, 1993)

6.20.120 Solid waste removal.

All solid waste and designated recyclable materials created, produced or accumulated in or about a dwelling house or place of human habitation in the city shall be mandatorily removed from the premises at least once each week. All garbage created, produced or accumulated at hotels, restaurants, boardinghouses or other business houses where solid waste containing garbage is accumulated shall be mandatorily removed from the premises at least twice a week. The San Diego County health department may require a greater number of collections per week. It is declared to be unlawful and a misdemeanor for the occupancy of any premises described in this section to fail or neglect to provide for the removal of refuse. An exemption to the mandatory service may be applied for under the condition that the individual or property owner shows proof of use of a city-approved garbage and refuse collection alternative. Such exemptions may be approved by the city manager or city manager's designee. Each day's violation of this section shall be treated and considered as a separate and distinct offense. (Ord. 177 § 1, 1993)

6.20.130 Solid waste disposal.

A. Solid waste disposal operators shall dispose of collected wastes, at franchisee's expense, at an authorized landfill or transfer station in a manner satisfactory to the city of Solana Beach, and in accordance with all state and local taxes and regulations.

B. Recycling operators shall dispose of all collected waste not recycled in the manner established by this section.

C. Solid waste collected to prevent its entry into the storm water conveyance system shall be disposed of in a manner consistent with laws, permits and regulations.

D. The city council may authorize the collection of solid waste to prevent its entry into the storm water conveyance system and the waters of the state through contracts for services or through the use of city forces. (Ord. 333 § 5, 2005; Ord. 177 § 1, 1993)

6.20.135 Mandatory separation of recyclables, collection and disposal of solid waste and recyclables, recycling-

A. It shall be mandatory for all occupants to separate from refuse, for recycling purposes, all designated residential, commercial, and industrial recyclables and otherwise participate in recycling through the collection service provided by a franchisee.

B. A responsible occupant is not prohibited from using alternative collection and disposal methods which are not in conflict with the provisions of this code.

C. Nothing in this section shall preclude any person from self hauling recyclable materials generated by that person to a recycling facility or operator. An occupant may transport recyclable materials generated at its business or property to a recycling facility or operator (rather than utilizing a franchisee). The city manager or his/her designee may restrict or prohibit self hauling by an occupant if the city manager or his/her designee determines, after providing notice and an opportunity for a hearing, that the occupant's self hauling activities violate the provisions of this section or any other applicable law or regulation.

D. Nothing in this section shall preclude any occupant from selling or exchanging at fair market value, for reuse or recycling, recyclables generated from that business, commercial or residential property; or from donating to another entity for reuse or recycling recyclables generated from that business, commercial or residential property.

E. It is unlawful for any person to fail to segregate designated recyclable material. Violations of this section shall be punishable as provided in Chapters 1.16 and 1.18 SBMC. Nothing in this subsection shall prevent the city from obtaining voluntary compliance with the provisions of this section through educational programs, issuance of warning notices, or other means. (Ord. 414 § 2, 2010; Ord. 345 § 4, 2006; Ord. 177 § 1, 1993)

F. Single Family Organic Waste Generators shall:

1. Subscribe to City's Organic Waste collection services for all Organic Waste generated as described below in Section 6.20.135(F)(2). City shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

2. Participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers, as described below, and shall not place Prohibited Container Contaminants in collection containers.

a. A three- and three-plus-container collection service (Blue Container, Green Container, and Gray Container)

i. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

G. Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

1. Subscribe to the City's three-, three-plus container collection services and comply with requirements of those services as described below in Section G(2), except Commercial Businesses that meet the Self-Hauler requirements in this ordinance. The City shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City.

2. Except Commercial Businesses that meet the Self-Hauler requirements in Section K of this ordinance, participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below.

a. A three- and three-plus-container collection service (Blue Container, Green Container, and Gray Container)

i. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container.

3. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections G(4)(a) and G(4)(b) below) for employees, contractors, tenants, and customers, consistent with the City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section K.

4. Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

a. A body or lid that conforms with the container colors provided through the collection service provided by the City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first, or

b. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant to 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

5. Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement in Section G(4) pursuant to 14 CCR Section 18984.9(b).

6. To the extent practical through education, training, inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section K.

7. Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

8. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.

9. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

10. Provide or arrange access for the City or its agent to their properties during all Inspections conducted in accordance with Section L of this ordinance to confirm compliance with the requirements of this ordinance.

11. Accommodate and cooperate with the City's Remote Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented at a later date, to evaluate generator's compliance with Section G(2). The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in the Blue Containers, Green Containers, and Gray Containers.

12. At Commercial Business's option and subject to any approval required from the City, implement a Remote Monitoring program for Inspection of the contents of its Blue Containers, Green Containers, and Gray Containers for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify Prohibited Container Contaminants. Generators may install Remote Monitoring devices on or in the Blue Containers, Green Containers, and Gray Containers subject to written notification to or approval by the City or its Designee.

13. If a Commercial Business wants to self haul, meet the Self-Hauler requirements in Section K of this ordinance.

14. Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

15. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section I.

H. Waivers for Generators

1. De Minimis Waivers. The City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Section H(1)(b) below. Commercial Businesses requesting a de minimis waiver shall:

a. Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section H(1)(b) below.

b. Provide documentation that either:

i. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,

ii. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

c. Notify the City if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.

d. Provide written verification of eligibility for de minimis waiver every 5 years, if the City has approved de minimis waiver.

2. Physical space waivers. The City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed

architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section G. A Commercial Business or property owner may request a physical space waiver through the following process:

a. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.

b. Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.

c. Provide written verification to the City that it is still eligible for physical space waiver every five years, if the City has approved application for a physical space waiver.

3. Review and Approval of Waivers by City. The City Manager or the City Manager's designee shall be responsible for review and determination of any waiver submitted to the City for approval.

I. Requirements for Commercial Edible Food Generators

1. Tier One Commercial Edible Food Generators must comply with the requirements of this Section I commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

2. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

3. Commercial Edible Food Generators shall comply with the following requirements:

a. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

b. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

c. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

d. Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.

e. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

i. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

ii. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

iii. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

A. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

B. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.

C. The established frequency that food will be collected or self-hauled.

D. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

a. No later than July 1, 2022 of each year for Tier One Commercial Edible Food Generators and July 1, 2024 for Tier Two Commercial Edible Food Generators, provide an annual Food Recovery report to the City that includes the following information:

i. All records required in e(i):

ii. Amount and type of Edible Food that was not accepted by Food Recovery Organizations or services for donation.

4. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

5. Requirements for Food Recovery Organizations

a. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

i. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.

ii. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.

iii. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.

iv. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

b. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

i. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

ii. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.

iii. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

c. Food Recovery Organizations and Food Recovery Services shall inform generators about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).

d. Commencing on January 1, 2022, and annually thereafter, Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City the total pounds of Edible Food recovered in the previous calendar year from the Tier One

and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b).

e. Food Recovery Capacity Planning: In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the City, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

J. Requirements for Haulers and Facility Operators.

1. Requirements for Haulers – Standard Compliance Approach.

a. Exclusive franchised hauler providing residential, Commercial, or industrial Organic Waste collection services to generators within the City’s boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:

i. Through written notice to the City annually on or before January 1, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.

ii. Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.

iii. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1 and City’s C&D ordinance.

b. Exclusive franchised hauler authorization to collect Organic Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, license, or other agreement entered into with City.

2. Requirements for Facility Operators and Community Composting Operations

a. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City’s request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

b. Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

K. Self-Hauler Requirements

1. Self-Haulers shall source separate all recyclable materials and Organic Waste generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.

2. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

3. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:

a. Delivery receipts and weight tickets from the entity accepting the waste.

b. The amount of material in cubic yards or tons transported by the generator to each entity.

c. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

4. Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section K(3) to City.

5. A residential Organic Waste Generator that self hauls Organic Waste is not required to record or report information in Section K(3) and (4).

L. Inspections and Investigations by City.

1. City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for Inspection. For the purposes of inspecting Commercial Business containers for compliance with Section G(2) or H(2) of this ordinance, City may conduct container Inspections for Prohibited Container Contaminants using Remote Monitoring, and Commercial Businesses shall accommodate and cooperate with the Remote Monitoring pursuant to Section G or H of this ordinance.

2. Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) installation and operation of Remote Monitoring equipment; or (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.

3. Any records obtained by a City during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

4. City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.

5. City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

M. Enforcement

1. Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the City's Enforcement Official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the

imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.

2. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. The City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. The City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.

~~N. Effective Date. This ordinance shall be effective commencing on _____.~~

6.20.140 Special provisions regarding method of disposal.

A. The removal of wearing apparel, bedding or other refuse from homes, hospitals or other places where highly infectious or contagious diseases have prevailed shall be performed under the supervision and discretion of the health officer, and such refuse shall neither be placed in containers or receptacles nor left for regular collection and disposal.

B. Highly ~~in~~flammable or explosive or radioactive refuse shall not be placed in containers or receptacles for regular collection and disposal, but shall be removed under the supervision of the city fire department at the expense of the owner or possessor of the material.

C. Garbage or other refuse containing water or other liquids shall be drained before being placed in a container or receptacle. Matter which is subject to decomposition shall be wrapped in paper or other material before being placed in a container or receptacle.

D. No battery acid, poisonous, caustic or toxic material, or other substance capable of damaging clothing or causing injury to persons shall be mixed or placed with any rubbish, garbage or other solid waste which is to be collected, removed or disposed of by the city or its agent. Such items shall be removed at the occupant's expense only after arrangements have been made with the city or its agent for such removal.

E. Animal wastes, as herein defined, shall not be placed in containers or receptacles for regular collection and disposal, but shall be removed at the occupants's expense. (Ord. 177 § 1, 1993)

6.20.150 Burning, burial or dumping.

It is unlawful and a misdemeanor for any person to burn, bury or dump refuse within the city at any time, unless a special franchise for such burning, burial or dumping has been issued pursuant to authority conferred by the city council. (Ord. 177 § 1, 1993)

6.20.160 Transfer of refuse.

Nothing in this chapter shall be construed to prevent the transfer of refuse within city limits for collection to disposal vehicles; provided, that such transfer stations should not be conducted in violation of any state law or county or city ordinance. Where the city operates a transfer station, users of the station shall follow the rules established for the station by the city manager. (Ord. 177 § 1, 1993)

6.20.170 Duration of storage.

It is unlawful for any person to store or accumulate any garbage, combustible or noncombustible rubbish, miscellaneous debris or combined rubbish in any container or at any location other than as hereinabove set forth, or for any length of time other than as follows:

A. Garbage. Garbage shall not be accumulated or stored for a period in excess of:

1. Commercial and industrial zone areas: 48 hours (Sundays and holidays excepted); and
2. All other areas: one week.

B. Combustible or Noncombustible Rubbish. Combustible or noncombustible rubbish and miscellaneous debris shall not be stored or accumulated for a period of time in excess of one week.

C. Combined Rubbish. Combined rubbish shall not be accumulated or stored for a period of time in excess of:

1. Commercial and industrial zone areas: six days (Sundays and holidays excepted); and
2. All other areas: one week.

D. Recyclable Materials. Recyclable materials, separated for collection, shall not be accumulated and stored for a period in excess of 30 days.

E. The above periods of time which end in any week in which a holiday occurs are extended one additional day. (Ord. 177 § 1, 1993)

6.20.180 Other storage prohibited –Private property.

Other than as herein set forth, it is unlawful for any person to dump, bury or otherwise dispose of, or store or accumulate, any garbage, combustible or noncombustible rubbish, miscellaneous debris or combined rubbish or solid waste on any private or public property within the city; provided, however, that leaves, grass clippings and the like may be permitted for the purpose of composting under such circumstances and conditions as are established by the city manager. (Ord. 177 § 1, 1993)

6.20.190 Use of vehicles.

Any persons who desire to operate privately owned solid waste collection vehicles under the provisions of this chapter shall provide that their vehicles are watertight and are provided with a tight cover. The city manager shall require the franchise holder to remove from service or repair those vehicles that allow or permit offensive odors to escape and/or refuse to be blown, dropped or spilled therefrom. The city council may, when issuing a franchise for a recycling operator, establish requirements based upon the different nature and type of the materials collected. (Ord. 177 § 1, 1993)

6.20.200 No parking of loaded trucks at night.

No person shall leave trailers or trucks loaded with solid waste parked for over a 24-hour period on the city streets. (Ord. 177 § 1, 1993)

6.20.210 Equipment required.

Each vehicle of the franchisee shall at all times have in the cab the registration of the truck, certificate of insurance card, and an identification card with the name of whom to telephone in case of an accident. Each vehicle shall also be equipped with a five-pound fire extinguisher certified by the California State Fire Marshall. (Ord. 177 § 1, 1993)

6.20.220 Truck inspection.

All of the franchisee's equipment shall be inspected at the discretion of the city manager or any other appropriate agency at the point of operation as specified in the franchise. (Ord. 177 § 1, 1993)

6.20.230 Specifications and restrictions on collection vehicles.

A. Unless otherwise specifically provided in the franchise agreement, all vehicles used for solid waste collection within the city shall:

1. Be completely enclosed with a rigid, nonabsorbent cover while transporting garbage, refuse or rubbish in or through the city. "Completely enclosed with a rigid, nonabsorbent cover" means that refuse, rubbish or garbage shall not be visible from the street nor shall any of the substance be permitted to leak, spill or become deposited along the public streets.
2. All trucks or vehicles used in the course of garbage or refuse collection shall be painted the same colors as approved by the city manager, and identified by truck numerals and company logo. The equipment used shall be kept clean and in good repair at all times.

B. Notwithstanding subsection A, the specifications of vehicles used by recycling operators may be separately established by the city council and specified in the franchise. (Ord. 177 § 1, 1993)

6.20.240 Franchisee's employees.

A. The franchisee must guarantee a top quality of service by industry standards; competent, qualified, sober, identifiable and uniformed personnel who serve the public in a courteous, helpful and impartial manner.

B. The city may, at its option, require fingerprinting of the franchisee's employees whose service will cause them to enter onto or work in close proximity to private property.

C. Any employee driving franchisee's vehicles shall at all times have in their possession a valid and appropriate vehicle operator's license issued by the state of California.

D. The franchisee and its employees shall be required to wear clean identifiable uniforms when engaged in refuse collection service on public streets. (Ord. 177 § 1, 1993)

6.20.250 Bond.

The city council may require the posting of bonds to ensure compliance with the conditions of this chapter and the franchise issued pursuant to this chapter. (Ord. 177 § 1, 1993)

6.20.260 Franchise classification.

The city council may issue franchises based on the size and nature of the solid waste collecting process as follows:

A. Class I Franchise. A Class I franchise may be issued to solid waste disposal operators who provide full-time residential and/or commercial collection services over established routes. Class I providers may also provide other solid waste collection services, such as the provision of temporary dump boxes, roll-off bins and temporary containers, but shall not provide Class II services unless a separate Class II franchise has been issued.

B. Class II Franchise. A Class II franchise may be issued for recycling operations. No person shall conduct recycling operations or be a recycling operator unless the person has been issued a Class II franchise. (Ord. 177 § 1, 1993)

6.20.265 Minimum requirements.

A. As a condition of the city issuing a franchise, the franchisee shall agree to appear and defend all actions against the city arising out of the exercise of the franchise, and shall indemnify and save the city, its officers, employees and agents harmless of and from all claims, demands, actions, or causes of action of every kind and description resulting directly or indirectly, arising out of, or in any way connected with the exercise of the franchise, including, but not by way of limitation, any act or omission of any officer, employee or agent of franchisee.

B. The franchisee shall obtain and keep in force, during the term of the franchise, public liability and bodily injury insurance in an amount not less than \$5,000,000 for the injuries or death to more than one person arising out of any one accident or occurrence, unless a lesser amount is permitted by the city council; and workers' compensation insurance covering all employees of the franchise holder. Copies of such policies, or certificates evidencing such policies, shall be filed with the city manager. The city shall be named an additional insured on all policies. All policies shall contain a provision requiring a 90-day notice to be given to the city prior to cancellation, modification or reduction of limits. The amounts of public liability insurance for bodily injury and property damage shall be subject to review and adjustment by the council.

C. The franchisee's trucks, trailers or other vehicles must comply with the regulations as set forth in the California Motor Vehicle Code, all other applicable California codes, and this chapter.

D. The franchisee must agree to perform the terms of the franchise in such a manner as to comply with all valid and applicable local and state laws and regulations pertaining to the collection, storage and transportation of solid waste. The franchisee shall also comply with all other ordinances and regulations of the city and applicable laws and regulations of the county of San Diego and the state of California, and shall obtain and keep in force all required franchises and business licenses. (Ord. 177 § 1, 1993)

6.20.270 Franchise issuance.

A. The city manager shall investigate the information contained in the franchise application and prepare a report to the city council as to whether the applicant is capable of complying with the provisions of this chapter and the rules and regulations of the city. After the completion of the investigation, the city manager shall schedule the matter for a public hearing before the city council. Notice of the hearing shall be given to the applicant and shall be published in a newspaper of general circulation at least 10 days prior to the date of the hearing.

B. The city council may by resolution authorize the city manager to execute a franchise after the required public hearing.

C. A franchise may be issued for any period of time up to five years. A franchise may be renewed pursuant to the same procedures as for the issuance of an original franchise. The franchisee shall pay an annual franchise fee in an amount established by the franchise agreement.

D. No assignment or transfer of a franchise pursuant to this chapter, or any right occurring under such franchise, shall be made in whole or in part by the franchisee without the express consent of the city council. In the event any assignment or transfer is authorized by the city council, the assignee shall assume the liability and all other obligations of the franchisee. The city council may approve or deny the transfer at its sole discretion.

E. A franchise may be revoked:

1. At the option of the council, in the event there is a change of ownership of any kind or nature of the operating company, unless approval therefor has been obtained in writing from the council; or

2. If it is determined by the city manager that the franchisee has not complied with the provisions of this chapter and all other applicable statutes, ordinances, rules and regulations, the city manager shall notify the franchisee in writing of noncompliance and shall order compliance within 30 days. If noncompliance is not corrected, the council, after a hearing, shall be empowered to cancel the franchise or take such other action as the council shall determine.

F. When considering whether to issue a franchise, the city council may take into consideration the service performance of the existing solid waste disposal operator or operators, or recycling operator or operators, and may give preference to existing providers. (Ord. 177 § 1, 1993)

6.20.280 Charges for service.

A. When issuing an initial or renewed franchise, the council shall approve the charges for services. After approval of the charge by the city council, a charge for the collection of refuse shall be imposed by the franchise on the owner or person in control of each residential, commercial or individual property, or other entity subscribing to solid waste collection service. The amount of such charges may be fixed and changed from time to time by the franchisee after approval by the city council.

B. All revisions in the rate or charge schedule must be submitted to the city council for review, and action must be approved by the city council. The application for rate adjustment shall be made by the franchisee 90 days prior to the date of the proposed increase. The city shall act thereon within the 90-day period. Any new rate adjustment will have a maximum increase based on 100 percent of the Consumer Price Index and any unusual extraordinary cost resulting in an increase to the franchisee in the cost of providing service since the last rate increase or establishment. Rates shall not be adjusted more than once annually, except to accommodate unforeseen circumstances justifying an increase. (Ord. 177 § 1, 1993)

6.20.290 Mandatory collection and payment of charges.

A. The accumulation of garbage, rubbish, other solid waste and recyclable materials constitutes a menace to the health, welfare and safety of inhabitants of the city, and the orderly and regular collection of garbage, rubbish, other solid waste and recyclable material is necessary to prevent the spread of disease, the creation of health menace and fire hazards, and to further the use of reusable resources.

B. The city council finds and determines that the periodic collection of garbage, rubbish and other refuse as provided herein, from all residences and places of business in the city benefits all occupants of property within the city; therefore, all occupants shall dispose of solid waste through the regular solid waste collection service, or recycling service, or a provider permitted by this chapter and shall be liable for the payment to the city, or to the franchisee, of solid waste collection charges including charges for franchised recycling services as may from time to time be approved by the city council.

C. Every occupant of the city shall be billed periodically for the charges established pursuant to this chapter. Should any person fail, refuse or neglect to pay such bill within 30 days after the day that the same is rendered, then a

penalty equal to 10 percent of the amount of the bill may be added to the bill and the sum, together with any costs incurred by the franchisee, may be recovered by the franchisee, as required by law.

D. Should the occupant of any property fail or refuse to pay the charge established in accordance with the provisions of this chapter, then the franchisee shall advise the city manager of such refusal. The failure to pay may, except for the provisions hereof, result in the noncollection of garbage, rubbish and other refuse, which condition the city council determines and declares to be a threat to the public health, safety and welfare, and which condition is declared to be, if permitted to exist, a public nuisance. In the event that there is nonpayment, the city manager shall direct the franchisee to make collection, and the expenses and charges of collection, including penalties, may be assessed against the property as provided by law or otherwise collected by the city. The franchisee shall continue to collect garbage, rubbish and other refuse when directed to do so by the city manager even though there is nonpayment.

E. All costs incurred by the city and paid by the city to the collector or franchisee shall be recoverable by the city and charged against the property from which the garbage, rubbish or other refuse was collected. The city manager shall notify all parties concerned of the cost of any such collection by directing a letter to the occupant of the property at the address shown on the latest tax roll. Any such notice shall be given 10 days prior to a public hearing and city council shall review and approve an assessment against the property for the costs incurred in abating the public nuisance. If the total assessment determined and confirmed by the city council is not paid within 10 days after the determination by the city council, then there shall be recorded in the office of the city recorder a statement of the total balance due, together with the legal description of the property affected. From and after the date of such recording, the balance due shall be a special assessment against the parcel plus a \$30.00 city administrative fee. The assessment shall be collected at the same time and in the same manner as county taxes are collected, and shall be subject to the same penalties and to the same procedure and sale in case of delinquency as provided for ordinary county taxes. All laws applicable to the levy, collection and enforcement of county taxes shall be applicable to such special assessment. (Ord. 177 § 1, 1993)

6.20.295 Pollution management fee.

An NPDES pollution management fee shall be applied to all residential and commercial waste, and recycling pursuant to Schedules A, B and C.

Schedule "A"

Residential Single-Family Accounts

NPDES Solid Waste Fees (monthly)	
Trash/Recycling Container Size	Rate per Container
35-gal. container	\$0.44
64-gal. container	\$0.88
96-gal. container	\$1.32

Schedule "B"

Residential Multifamily Accounts

Bin Size	Service Frequency	NPDES Solid Waste Fee
2 Cubic Yard Bin	1X Week	\$5.56
	2X Week	\$11.12

Bin Size	Service Frequency	NPDES Solid Waste Fee
	3X Week	\$16.68
	4X Week	\$22.24
	5X Week	\$27.80
3 Cubic Yard Bin	1X Week	\$8.34
	2X Week	\$16.68
	3X Week	\$25.02
	4X Week	\$33.36
	5X Week	\$41.70
4 Cubic Yard Bin	1X Week	\$11.12
	2X Week	\$22.24
	3X Week	\$33.36
	4X Week	\$44.48
	5X Week	\$55.60
5 Cubic Yard Bin	1X Week	\$13.90
	2X Week	\$27.80
	3X Week	\$41.70
	4X Week	\$55.60
	5X Week	\$69.50

Schedule "C"

Commercial Accounts

Bin Size	Service Frequency	NPDES Solid Waste Fee per Month
2 Cubic Yard Bin	1X Week	\$6.83
	2X Week	\$13.67
	3X Week	\$20.50
	4X Week	\$27.34
	5X Week	\$34.17
	6X Week	\$41.00

Bin Size	Service Frequency	NPDES Solid Waste Fee per Month
3 Cubic Yard Bin	1X Week	\$10.25
	2X Week	\$20.50
	3X Week	\$30.75
	4X Week	\$41.00
	5X Week	\$51.26
	6X Week	\$61.51
4 Cubic Yard Bin	1X Week	\$13.67
	2X Week	\$27.34
	3X Week	\$41.00
	4X Week	\$54.67
	5X Week	\$68.34
	6X Week	\$82.01
5 Cubic Yard Bin	1X Week	\$17.09
	2X Week	\$34.17
	3X Week	\$51.26
	4X Week	\$68.34
	5X Week	\$85.43
	6X Week	\$102.51

(Ord. 362 § 2, 2007; Ord. 335 § 1, 2005)

6.20.300 Payment under protest.

Any occupant of any premises, residential, commercial, industrial or otherwise, which has been billed for additional refuse collection service for his place of residence or business, and which persons desire to contest the extent or degree of reasonableness of the charge billed, shall make payment of such charges under protest and, at the same time, file a written statement of such protest with the city manager. Within 30 days after the date of filing, the city manager shall notify the protesting occupancy of the findings and adjudication and adjustment in the matter. The decision of the city manager may be appealed by any person upon submittal of a \$50.00 appeal fee, in which event such appeal shall be directed to the city council whose determination, in regular meeting, shall be final. The appeal fee shall be refunded to the protesting occupant in those cases where the city council finds in favor of the protest. (Ord. 177 § 1, 1993)

6.20.310 General rules and regulations.

A. The city council shall have the authority to make other reasonable rules and regulations concerning individual collection, disposal and hauling of solid waste over city streets by private persons, or relating to the operation of a transfer station.

B. Additional Requirements for Franchisees.

1. Bulk Items. Class I franchisees shall be required to collect and dispose of large bulk items on a 24-hour notice with a maximum charge and any limitations to be set by city council resolution.

2. Community Cleanup. Class I franchisees shall undertake an annual community cleanup in accordance with criteria established by the city.

C. No persons shall cast, place, sweep or deposit anywhere within the city, any garbage, rubbish or other refuse in such manner that it may be carried or deposited by wind or rain on any streets, sidewalk, alley, sewer, storm drain, parkway, or other public place, or into any occupied premises within the city. (Ord. 177 § 1, 1993)

6.20.320 Inquiries and complaints.

The Class I franchisees shall provide an office with a full-time manager with toll-free telephone service from the entire city of Solana Beach. Telephones will be attended by competent personnel from 8:00 a.m. to 5:00 p.m. on regular workdays, and an answering service provided after hours, weekends and holidays. (Ord. 177 § 1, 1993)

6.20.330 Inspection of revenue records.

Franchisee shall keep and preserve during the term of the franchise, full, complete and accurate records of:

A. Customer accounts in a manner that clearly identifies the number of customers within the city of Solana Beach and subject to the franchise fee. These records are subject to review by the city manager at any reasonable time.

B. Specific cost items, such as disposal fees, fuel and similar items that may provide the basis for future rate increases due to unusual circumstances. These records are subject to review by the city manager at any time city staff has been asked to review special rate increase requests. (Ord. 177 § 1, 1993)

6.20.340 Appropriation of funds.

The city council will, from time to time, appropriate such funds as are necessary to carry out the provisions of this chapter. (Ord. 177 § 1, 1993)

6.20.350 Severability.

If any section, subsection, sentence, clause or phrase of this chapter is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions. The city council of the city of Solana Beach hereby declares that it would have passed this chapter and each section, subsection, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional, and would have passed and adopted the same, even though any parts, sections, subsections, sentences, clauses or phrases that may be held invalid had been omitted therefrom.

The provisions of this chapter are intended to augment and be in addition to other provisions of the Solana Beach Municipal Code. Whenever the provisions of this chapter impose a greater restriction upon persons, premises, or practices than are imposed by other provisions of the Solana Beach Municipal Code or the California Coastal Act, the provisions of this chapter shall control. (Ord. 177 § 1, 1993)

¹ Prior legislation: 1987 Code Ch. 5.08 and Ords. 46, 60 and 141.



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 14, 2021
ORIGINATING DEPT: City Clerk's Office
SUBJECT: **Citizen Commission Vacancy: Public Arts Commission Appointment**

BACKGROUND:

This item is before the City Council to discuss and appoint a community member to serve out the remainder of an existing term on the Public Arts Commission. Commission member Sharon Perkowski resigned from the Public Arts Commission in June 2021. Her position's term expires at the end of January 2023.

DISCUSSION:

Appointments to City Commissions and Committees are conducted in accordance with Council Policy No. 5 - *Appointment of Private Citizens to Committees, Boards, Task Forces* (Attachment 2). The Public Arts Commission's appointments are made by Council-at-large. A majority vote of the City Council is required for appointment.

Noticing

On June 25, 2021, the City Clerk posted a Notice of Vacancy (Attachment 1), per Government Code 54974(a), with an application deadline of July 6th, in an effort to refill the position and bring the Commissions to full membership as quickly as possible. Recruitment notices were posted on the City's Official bulletin board, the City's website, and emailed twice via e-blast notice.

Applicant Submittals

As of the preparation of this report, the list of applications received by the deadline are contained in Attachment 3. If applications are received after the deadline, they will be not be forwarded as, per prior Council direction, late applications are no longer considered.

Applications

An applicant status list (Attachment 3) is provided with this report. Applications are not posted online but were submitted to Council for review and are available for public viewing at the City Clerk's Office.

CITY COUNCIL ACTION:

CEQA COMPLIANCE STATEMENT: Not a project as defined by CEQA.

FISCAL IMPACT: N/A

WORK PLAN: N/A

OPTIONS:

- Make an appointment to the vacancy.
- Extend the deadline for submittal of additional applications.

DEPARTMENT RECOMMENDATION:

Staff recommends that City Council appoint one (1) member to the **Public Arts** Commission nominated/appointed by *Council-at-large* for a term ending January 2023.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gregory Wade, City Manager

Attachment:

1. Vacancy Notice
2. Council Policy No. 5
3. List of Applicants
4. Applications



PUBLIC NOTICE CITIZEN COMMISSION POSITION VACANCY DEADLINE

CITY OF SOLANA BEACH VOLUNTEERS SERVING ON BEHALF OF THE CITY COUNCIL

Applications are currently being accepted through **Tuesday, July 6, 2021 by 5:30 p.m.** City Council is scheduled to make appointments at the July 14, 2021 City Council Meeting.

PUBLIC ARTS COMMISSION

The Public Arts Commission participates in reviewing certain matters regarding community art opportunities and conducts certain City events. [Agenda Posting page](#)

One vacancy – term will expire January 2023



Regular Meetings: 4th Tuesday of each month at 5:30 p.m.
Virtually or at City Hall, due to COVID changes, as appropriate

Requirements: At least 18 yrs. old ♦ Resident of the City.

Composition: 7 members who are all appointed by the Council At-large.

Staff Liaison: Kayla Moshki at 858-720-2438 or kmoshki@cosb.org

New applicants may want to review any past Agendas posted on the City's website or contact the Staff Liaison for any questions about the Commission. See the City's website for members, expiring positions, and further information.

Applicant Process

[Citizen Interest Forms](#) (Applications) and additional information on the Commissions can be found on the City's website at www.cityofsolanabeach.org (Left tabs: City Government, City Clerk, Citizen Committees) OR at City Hall, 635 S. Highway 101, Solana Beach, (858) 720-2400. Please contact the City Clerk with any questions regarding the recruitment/appointment process.

For specific questions about the Commission, contact the Commission Staff Liaison above.

Posted June 25, 2021
Angela Ivey, City Clerk

CITY OF SOLANA BEACH	Policy No. 5
COUNCIL POLICY	Adopted: May 15, 1989 Revised: January 23, 2008 by Resolution 2008-23
GENERAL SUBJECT: Citizen Boards, Commissions & Committees	
SPECIFIC SUBJECT: Appointments of Citizens to Boards, Commissions, Committees and Task Forces.	

PURPOSE:

The purpose of this policy is to establish a consistent process and procedure for appointments to City sponsored Citizen Boards, Commissions, Committees and Task Forces.

POLICY STATEMENT:

Appointments to Citizen Boards, Commissions, Committees and Task Forces are made in accordance with the municipal code and/or specific guideline, as provided, to provide consistency.

POLICY PROCEDURES:

1. All private citizens interested in serving on any Board, Commission, Committee or Task Force or similar group must complete and file with the City Clerk a Citizen Interest Form (application) which may be obtained from the City Clerk's office.
2. Nominations
Councilmembers may nominate private citizens for appointment subject to ratification by a majority of the City Council. Such ratification shall take place at a regular City Council meeting and a duly docketed agenda item.
3. Appointment Protocol
 - a. Appointments will be made in accordance with municipal code requirements. For example, the municipal code may require that a Commission have five positions appointed by individual Councilmembers.
 - b. Appointments that are not outlined in the municipal code and are at-large appointment positions may be nominated by any Councilmember. In the event of multiple appointments, appointments may be divided among individual Councilmembers to share the appointment responsibilities. If the appointments are

shared, it will be for that one time and will not be construed as official individual appointments that would carry forward.

- c. The decision to proceed with an individual appointment alternative for at-large positions will be subject to majority vote of the City Council with such vote taking place at a regular City Council Meeting.

4. Appointments to Outside Agencies

When the City is asked by an outside agency to recommend a private citizen to serve on a Board, Commission, Committee or Task Force or similar group, such recommendation shall be made by the Council and approved by a majority vote of the City Council.

**City of Solana Beach
Citizen Commission Members
Appointed by City Council**

Deadline – July 6, 2021 5:30 p.m.

LIST OF APPLICANTS

Public Arts Commission Applicants		Application Received
Last Name	First Name	
Day	Kristi	7-6-2021

ATTACHMENT 4

Applications

***This attachment is available for
viewing at the City Clerk's Office***

City of Solana Beach
635 S. Highway 101, Solana Beach, CA 92075
858-720-2400