

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



AGENDA

Joint REGULAR Meeting

Wednesday, August 28, 2019 * 6:00 p.m.

City Hall / Council Chambers, 635 S. Highway 101, Solana Beach, California

- 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](#).

PUBLIC MEETING ACCESS

The Regular Meetings of the City Council are scheduled for the 2nd and 4th Wednesdays and are broadcast live on Cox Communications-Channel 19, Spectrum(Time Warner)-Channel 24, and AT&T U-verse Channel 99. 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.

AGENDA MATERIALS

A full City Council agenda packet including relative supporting documentation is available at City Hall, the Solana Beach Branch [Library](#) (157 Stevens Ave.), La Colonia Community Ctr., and online www.cityofsolanabeach.org. Agendas are posted at least 72 hours prior to regular meetings and at least 24 hours prior to special meetings. Writings and documents regarding an agenda of an open session meeting, [received](#) after the official posting, and distributed to the Council for consideration, will be made available for public viewing at the same time. In addition, items received at least 1 hour 30 minutes prior to the meeting time will be uploaded online with the courtesy agenda posting. Materials submitted for consideration should be forwarded to the [City Clerk's department](#) 858-720-2400. The designated location for viewing of hard copies is the City Clerk's office at City Hall during normal business hours.

SPEAKERS

Please submit a speaker slip to the City Clerk prior to the meeting, or the announcement of the Section/Item, to provide public comment. Allotted times for speaking are outlined on the speaker's slip for each agenda section: Oral Communications, Consent, Public Hearings and Staff Reports.

SPECIAL ASSISTANCE NEEDED

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 at least 72 hours prior to the meeting.

As a courtesy to all meeting attendees, please set cellular phones and pagers to silent mode
and engage in conversations outside the Council Chambers.

CITY COUNCILMEMBERS

David A. Zito, Mayor

Jed Egan, Deputy Mayor

Kelly Blakes, Councilmember

Jill Winkler, Councilmember
City Clerk

SPEAKERS:

Please submit your speaker slip to the City Clerk prior to the meeting or the announcement of the Item. Allotted times for speaking are outlined on the speaker's slip for Oral Communications, Consent, Public Hearings and Staff Reports.

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: (when applicable)

FLAG SALUTE:

APPROVAL OF AGENDA:

PROCLAMATIONS/CERTIFICATES: *Ceremonial*

None at the posting of this agenda

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

KAABOO

ORAL COMMUNICATIONS:

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 submitting a speaker slip (located on the back table) to the City Clerk. 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 presentation is THREE MINUTES (SBMC 2.04.190). Please be aware of the timer light on the Council Dais.

COUNCIL COMMUNITY ANNOUNCEMENTS / COMMENTARY:

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

A. CONSENT CALENDAR: (Action Items) (A.1. - A.12.)

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 to the City Clerk a speaker slip (located on the back table) before the Consent Calendar is addressed. 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. THIS ITEM HAS BEEN LEFT BLANK

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

Recommendation: That the City Council

1. Ratify the list of demands for June 22 – August 9, 2019.

[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. General Fund Adopted Budget for Fiscal Year 2019-2020 Changes. (File 0330-30)

Recommendation: That the City Council

1. Receive the report listing changes made to the Fiscal Year 2019-2020 General Fund Adopted Budget.

[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. Community Grant Fiscal Year 2018-19 Expenditure Report. (File 0330-25)

Recommendation: That the City Council

1. Accept and file report.

[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. Emergency Storm Drainpipe Repairs in the Solana Beach Towne Centre Update No. 7. (File 0850-40)

Recommendation: That the City Council

1. Receive Update No. 7 and provide further direction, if necessary.

[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. Sales Tax Information and Audit Services. (File 0390-70)

Recommendation: That the City Council

1. Adopt **Resolution 2019-104** authorizing the City Manager to approve a Professional Services Agreement with HDL for five years to provide sales tax information and audit services for FY 2019/20 through FY 2023/24 for an amount not to exceed \$20,000 per agreement year for a total of \$100,000.

[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. Marvista-Canyon-Glenmont Storm Drain Project Notice of Completion. (File 0850-40)

Recommendation: That the City Council

1. Adopt **Resolution 2019-114**:
 - a. Authorizing the City Council to accept as complete the Marvista-Canyon-Glenmont Storm Drain, Bid 2018-04, performed by Scott Michael, Inc.
 - b. Authorizing the City Clerk to file a Notice of Completion.

[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. La Colonia Skatepark Project Notice of Completion. (File 0720-40)

Recommendation: That the City Council

1. Adopt **Resolution 2019-112**:
 - a. Authorizing the City Council to accept as complete the La Colonia Skate Park, Bid No. 2018-01, constructed by California Skateparks.
 - b. Authorizing the City Clerk to file a Notice of Completion.
 - c. Authorizing the City Manager to sign Change Order No. 3 on behalf of the City.
 - d. Authorizing an appropriation of \$20,000 into the donation revenue account and into the La Colonia Skate Park project in the City CIP fund.
 - e. Appropriating \$11,763 from undesignated reserves for Capital Improvement Program projects into the project account for the La Colonia Skate Park.
 - f. Authorizing the City Treasurer to amend the FY 2019/2020 Adopted Budget accordingly.

[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.

A.9. Professional Landscape and Coastal Geotechnical Engineering Contract Services. (File 0600-05)

Recommendation: That the City Council

1. Adopt **Resolution 2019-119** authorizing the City Manager to execute a Professional Services Agreement with Pamela Elliott Landscape Architect.
2. Adopt **Resolution 2019-120** authorizing the City Manager to execute Professional Services Agreements with GeoPacifica Inc. and CTE Inc.

[Item A.9. 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.10. City's Housing and Safety Elements Update Consulting Services. (File 0630-10)

Recommendation: That the City Council

1. Adopt **Resolution 2019-118** authorizing the City Manager to execute a Professional Services Agreement with Kimley-Horn and Associates Inc. for an amount not to exceed \$79,999.

[Item A.10. 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.11. Video Broadcasting Services. (File 0190-70)

Recommendation: That the City Council

1. Approve **Resolution 2019-122**:
 - a. Awarding Bob Hoffman Video and Photography an increased amount not to exceed \$22,240 for FY 2018/19.
 - b. Awarding Bob Hoffman Video and Photography an increased hourly rate of \$84 per person and an amount not to exceed of \$23,500 for the FY 2019/20 agreement extension through FY 2020/21.
 - c. Authorizing the City Manager to amend the FY 2018/19 agreement and the agreement extensions through FY 2020/21 with Bob Hoffman Video and Photography.

[Item A.11. 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.12. State Homeland Security Program Grant Funds for 800 MHz Replacement Radios. (File 0260-40)

Recommendation: That the City Council

1. Approve **Resolution 2019-121**:
 - a. Accepting \$12,136 in federal funds from a 2018 State Homeland Security Program (SHSP) grant awarded to the City of Solana Beach for the purchase of 800 MHz radios.
 - b. Authorizing the Fire Chief, or his designee, to sign and submit the required California Governor's Office of Emergency Services Fiscal Year (FY) 2018 Grant Assurances.
 - c. Approving an appropriation of \$12,136 to the Federal Grant revenue account and the Minor Equipment expenditure account for the Fire Department both in the Public Safety Special Revenue fund.
 - d. Authorizing the City Treasurer to amend the FY 2019/20 Adopted Budget accordingly.

[Item A.12. 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.

NOTE: The City Council shall not begin a new agenda item after 10:30 p.m. unless approved by a unanimous vote of all members present. (SBMC 2.04.070)

B. PUBLIC HEARINGS: (B.1. – B.2.)

This portion of the agenda provides citizens an opportunity to express their views on a specific issue as required by law after proper noticing by submitting a speaker slip (located on the back table) to the City Clerk. After considering all of the evidence, including written materials and oral testimony, the City Council must make a decision supported by findings and the findings must be supported by substantial evidence in the record. An applicant or designee(s) for a private development/business project, for which the public hearing is being held, is allotted a total of fifteen minutes to speak, as per SBMC 2.04.210. A portion of the fifteen minutes may be saved to respond to those who speak in opposition. All other speakers have three minutes each. Please be aware of the timer light on the Council Dais.

B.1. Public Hearing: 652 Stevens, Applicant: 652 Stevens LLC, Case 17-17-34.
(File 0600-40)

The proposed project meets the minimum zoning requirements under the SBMC, may be found to be consistent with the General Plan and may be found, as conditioned, to meet the discretionary findings required as discussed in this report to approve a DRP and VAR and administratively issue a SDP. Therefore, Staff recommends that the City Council:

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.
2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15332 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt **Resolution 2019-116** conditionally approving a DRP, SDP, and VAR to demolish an existing structure and construct a mixed-use development consisting of a two-story commercial dentist office and one (1) residential unit located over an on-grade off-street parking carport at 652 Stevens Avenue, Solana Beach.

[Item B.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.

B.2. Public Hearing: 412 N. Acacia, Applicant: Hemmerich, Case 17-19-05.
(File 0600-40)

The proposed project meets the minimum objective requirements under the SBMC, may be found to be consistent with the General Plan and may be found, as conditioned, to meet the discretionary findings required as discussed in this report to approve a DRP (Development Review Permit) and administratively issue a SDP (Structure Development Permit). Therefore, Staff recommends that the City Council:

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.
2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt **Resolution 2019-115** conditionally approving a DRP and an SDP to remodel the existing single-family residence, construct a first floor addition, and new second story and perform associated site improvements 412 N Acacia Ave, Solana Beach.

[Item B.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. STAFF REPORTS: (C.1. - C.3.)
Submit speaker slips to the City Clerk.

C.1. View Assessment Ordinance Discussion. (File 0600-45)

Recommendation: That the City Council

1. Provide direction to Staff.

[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 504 - Regulation of Food Service Ware, Polystyrene and Plastic Bottles in Furtherance of Protecting the Environment and Reducing Single-Use Plastics and Waste. (File 0230-55)

Recommendation: That the City Council

1. Discuss and consider Introduction of **Ordinance 504** amending SBMC Title 5 to expand the ban on polystyrene products to address single-use plastics and plastic bottles on City property.

[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. Introduce (1st Reading) Ordinance 505 – Safe Storage of Firearms. (File 0250-70)

Recommendation: That the City Council

1. Introduce **Ordinance 505** amending SBMC Chapter 7.20 to add a new section 7.20.030, relating to the safe storage of firearms.

[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 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)

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

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

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

ADJOURN:

Next Regularly Scheduled Meeting is September 11, 2019

Always refer the City's website Event Calendar for updated schedule or contact City Hall.

www.cityofsolanabeach.org 858-720-2400

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 August 28, 2019 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 August 22, 2019 at __: __ p.m. on the City Bulletin Board at the entrance to the City Council Chambers. Said meeting is held at 6:00 p.m., August 28, 2019, in the Council Chambers, at City Hall, 635 S. Highway 101, Solana Beach, California.

Angela Ivey, City Clerk
City of Solana Beach, CA

UPCOMING CITIZEN CITY COMMISSION AND COMMITTEE MEETINGS:

Regularly Scheduled, or Special Meetings that have been announced, as of this Agenda Posting. Dates, times, locations are all subject to change. See the [Citizen Commission's Agenda webpages](#) or the City's Events [Calendar](#) for updates.

- **Budget & Finance Commission**
Thursday, September 19, 2019, 5:30 p.m. (City Hall)
- **Climate Action Commission**
Wednesday, September 18, 2019, 5:30 p.m. (City Hall)
- **Parks & Recreation Commission**
Thursday, September 12, 2019, 4:00 p.m. (Fletcher Cove Community Center)
- **Public Arts Commission**
Tuesday, August 27, 2019, 5:30 p.m. (City Hall)
- **View Assessment Commission**
Tuesday, September 17, 2019, 6:00 p.m. (Council Chambers)



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: August 28, 2019
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- 06/22/19 through 08/09/19		
Check Register-Disbursement Fund (Attachment 1)	\$	3,608,041.70
Net Payroll	June 28, 2019	219,951.13
Federal & State Taxes	June 28, 2019	55,766.15
PERS Retirement (EFT)	June 28, 2019	42,939.51
Council Payroll	July 11, 2019	4,300.81
Federal & State Taxes	July 11, 2019	440.27
PERS Retirement (EFT)	July 11, 2019	487.43
Net Payroll	July 12, 2019	228,382.69
Federal & State Taxes	July 12, 2019	58,687.24
PERS Retirement (EFT)	July 12, 2019	42,939.51
Retirement Payroll	June 20, 2019	9,732.00
Net Payroll	July 26, 2019	201,746.00
Federal & State Taxes	July 26, 2019	51,837.84
PERS Retirement (EFT)	July 26, 2019	46,532.20
Net Payroll	July 25, 2019	3,568.11
Federal & State Taxes	July 25, 2019	1,525.81
PERS Retirement (EFT)	July 25, 2019	188.66
Net Payroll	August 1, 2019	1,905.72
Council Payroll	August 8, 2019	4,001.45
Federal & State Taxes	August 8, 2019	414.99
PERS Retirement (EFT)	August 8, 2019	508.94
Net Payroll	August 9, 2019	234,961.01
Federal & State Taxes	August 9, 2019	61,034.46
PERS Retirement (EFT)	August 9, 2019	46,866.59
 TOTAL		 \$ 4,926,760.22

CITY COUNCIL ACTION: _____ _____

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 22, 2019 through August 9, 2019 reflects total expenditures of \$4,926,760.22 from various City funding sources.

WORK PLAN:

N/A

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: 08/12/2019
 TIME: 09:34:34

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
 ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	95233	06/27/19	2379	AA FARNSWORTH'S BACKFLOW	00165006560	BACKFLOW ANNUAL TEST	0.00	40.00
1011	95234	06/27/19	2159	ADMINISTRATIVE SERVICES,	00170007100	DIAL-A-RIDE-05/20/19	0.00	33.60
1011	95235	06/27/19	1135	AFFORDABLE PIPELINE SERV	50900007700	I-SEWER CLEANING	0.00	425.00
1011	95236	06/27/19	2137	AFLAC	001	JUNE 19	0.00	895.40
1011	95237	06/27/19	1122	APPLE ONE, INC	00150005150	TEMP HELP PE 06/15	0.00	256.52
1011	95238	06/27/19	4832	AT&T CALNET 3	00150005450	9391053641 04/24-5/23	0.00	164.69
1011	95238	06/27/19	4832	AT&T CALNET 3	00150005450	9391012278 4/24-5/23	0.00	2,338.16
1011	95238	06/27/19	4832	AT&T CALNET 3	00150005450	9391012282 4/24-5/23	0.00	19.42
1011	95238	06/27/19	4832	AT&T CALNET 3	00150005450	9391062899 4/24-5/23	0.00	164.69
TOTAL CHECK							0.00	2,686.96
1011	95239	06/27/19	5029	BILL SMITH FOREIGN CAR S	00160006140	RNGR- OIL/BRK PADS	0.00	846.22
1011	95240	06/27/19	3480	BUSINESS PRINTING COMPAN	00150005350	LETTERHEAD	0.00	852.99
1011	95240	06/27/19	3480	BUSINESS PRINTING COMPAN	00150005350	OVR PMNT/LETTERHEAD	0.00	-134.69
1011	95240	06/27/19	3480	BUSINESS PRINTING COMPAN	00150005300	BUS CARD-THAYER/SITHE	0.00	155.79
TOTAL CHECK							0.00	874.09
1011	95245	06/27/19	1914	US BANK	00170007110	SKT PRK OPN VENDOR	0.00	305.00
1011	95245	06/27/19	1914	US BANK	00170007110	SKT PRK OPN-BOW	0.00	8.60
1011	95245	06/27/19	1914	US BANK	00150005150	BATTERIES	0.00	8.68
1011	95245	06/27/19	1914	US BANK	00150005450	HOSTING DOMAINS-APR	0.00	9.95
1011	95245	06/27/19	1914	US BANK	00160006120	PRIME MEMBERSHIP	0.00	14.00
1011	95245	06/27/19	1914	US BANK	00150005200	CLOSED SESSION-05/08	0.00	14.50
1011	95245	06/27/19	1914	US BANK	00150005250	CLOSED SESSION-05/08	0.00	15.50
1011	95245	06/27/19	1914	US BANK	00150005200	CLOSED SESSION-04/24	0.00	16.00
1011	95245	06/27/19	1914	US BANK	00150005250	CLOSED SESSION-04/24	0.00	16.00
1011	95245	06/27/19	1914	US BANK	00150005150	DOT LABELS	0.00	16.15
1011	95245	06/27/19	1914	US BANK	00150005150	DOT LABELS	0.00	17.19
1011	95245	06/27/19	1914	US BANK	00150005150	DRY ERASE LABELS	0.00	17.19
1011	95245	06/27/19	1914	US BANK	00150005150	STAMP	0.00	18.35
1011	95245	06/27/19	1914	US BANK	00160006170	CPR CERT-1 LG	0.00	21.00
1011	95245	06/27/19	1914	US BANK	00160006120	CONNCTR/TAPE	0.00	26.03
1011	95245	06/27/19	1914	US BANK	00150005150	DOT LABELS	0.00	26.32
1011	95245	06/27/19	1914	US BANK	00160006140	TONER	0.00	31.99
1011	95245	06/27/19	1914	US BANK	00160006170	BUOY HARDWARE	0.00	34.21
1011	95245	06/27/19	1914	US BANK	00165006510	UNDERWATER LGT-GOPRO	0.00	36.99
1011	95245	06/27/19	1914	US BANK	00150005150	ORGANIZER	0.00	37.41
1011	95245	06/27/19	1914	US BANK	00150005150	ERGO SUPPORT	0.00	37.66
1011	95245	06/27/19	1914	US BANK	00150005150	ERGO SUPPORT	0.00	39.32
1011	95245	06/27/19	1914	US BANK	00150005150	DOT LABELS	0.00	44.75
1011	95245	06/27/19	1914	US BANK	00150005200	LA TIMES-Q4	0.00	51.87
1011	95245	06/27/19	1914	US BANK	00150005150	ATNI FATIGUE MAT	0.00	51.92
1011	95245	06/27/19	1914	US BANK	00160006170	SHADES	0.00	538.60
1011	95245	06/27/19	1914	US BANK	00160006170	MED RESPNSE TRN BOOKS	0.00	617.49
1011	95245	06/27/19	1914	US BANK	00160006120	CAL CHIEFS-FORD-5/14	0.00	647.73
1011	95245	06/27/19	1914	US BANK	00165006520	STORM DRAIN SUPPLIES	0.00	818.90

ATTACHMENT 1

PENTAMATION
 DATE: 08/12/2019
 TIME: 09:34:34

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
 ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
 ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	95245	06/27/19	1914	US BANK	001	APWA-GOLDBERG-09/08	0.00	829.00
1011	95245	06/27/19	1914	US BANK	00160006120	HEDGE SHEERS/POLE	0.00	87.78
1011	95245	06/27/19	1914	US BANK	00150005100	CLOSED SESSION-05/08	0.00	92.09
1011	95245	06/27/19	1914	US BANK	00165006530	TIRES	0.00	95.48
1011	95245	06/27/19	1914	US BANK	00165006560	TIRES	0.00	95.48
1011	95245	06/27/19	1914	US BANK	00150005100	CLOSED SESSION-04/24	0.00	105.06
1011	95245	06/27/19	1914	US BANK	00160006170	ANIMAL CATCH POLE	0.00	107.84
1011	95245	06/27/19	1914	US BANK	00150005150	AGENDA BINDERS/TSSUE	0.00	119.09
1011	95245	06/27/19	1914	US BANK	001	CCMA CONF-KING-05/02	0.00	124.20
1011	95245	06/27/19	1914	US BANK	00160006170	CPR CERT-MS EMTS	0.00	126.00
1011	95245	06/27/19	1914	US BANK	00150005400	FILES	0.00	127.12
1011	95245	06/27/19	1914	US BANK	00160006170	KEYS	0.00	128.34
1011	95245	06/27/19	1914	US BANK	00160006150	CERT-CANOPY	0.00	139.00
1011	95245	06/27/19	1914	US BANK	00150005150	HOLE PUNCHES	0.00	160.19
1011	95245	06/27/19	1914	US BANK	00150005150	DIAS LASER PEN	0.00	160.50
1011	95245	06/27/19	1914	US BANK	001	CCAC REG-ARMBRUST	0.00	175.00
1011	95245	06/27/19	1914	US BANK	00170007110	SKT PRK OPN-CAKE	0.00	179.90
1011	95245	06/27/19	1914	US BANK	001	ENGY SYMP-BECKR-6/21	0.00	185.00
1011	95245	06/27/19	1914	US BANK	001	ENGY SYMP-HEGNR-6/21	0.00	185.00
1011	95245	06/27/19	1914	US BANK	00170007110	SKT PRK OPN-SERVNGWRE	0.00	203.11
1011	95245	06/27/19	1914	US BANK	00150005450	DOMAIN RENEWAL-06/21	0.00	204.00
1011	95245	06/27/19	1914	US BANK	00150005150	LBLs/BNDR/WHTOUT/ERGO	0.00	212.60
1011	95245	06/27/19	1914	US BANK	00160006140	CACEO-BRYANT-5/13	0.00	-525.00
1011	95245	06/27/19	1914	US BANK	00150005150	STICKERS	0.00	3.44
1011	95245	06/27/19	1914	US BANK	00165006530	DISTILLED WATER-STI	0.00	3.58
1011	95245	06/27/19	1914	US BANK	00160006120	TAPE	0.00	6.34
1011	95245	06/27/19	1914	US BANK	00165006530	PWI WATER	0.00	7.38
1011	95245	06/27/19	1914	US BANK	00165006570	WATER DISPENSER	0.00	7.98
1011	95245	06/27/19	1914	US BANK	00150005150	DRY ERASE MARKERS	0.00	7.98
1011	95245	06/27/19	1914	US BANK	00160006170	EPIPEN TRAINER	0.00	8.35
1011	95245	06/27/19	1914	US BANK	00165006530	PWI WATER	0.00	8.38
1011	95245	06/27/19	1914	US BANK	00165006530	PWI WATER	0.00	8.38
1011	95245	06/27/19	1914	US BANK	00170007110	SKT PRK OPN SUPPLIES	0.00	8.39
1011	95245	06/27/19	1914	US BANK	00160006170	PADS/TAPE/PSR/DRY ERS	0.00	56.81
1011	95245	06/27/19	1914	US BANK	00170007110	SKT PRK OPN-SKT DECK	0.00	60.61
1011	95245	06/27/19	1914	US BANK	00160006170	WINDSHIELD WIPERS	0.00	60.86
1011	95245	06/27/19	1914	US BANK	00170007110	SKT PRK OPN SUPPLIES	0.00	70.30
1011	95245	06/27/19	1914	US BANK	00160006170	TONER	0.00	70.67
1011	95245	06/27/19	1914	US BANK	00150005150	FLAGS/STICKERS	0.00	73.77
1011	95245	06/27/19	1914	US BANK	00150005450	CONSTANT CONTACT-MAY	0.00	75.00
1011	95245	06/27/19	1914	US BANK	00160006170	CLEANING NOZZLE	0.00	76.50
1011	95245	06/27/19	1914	US BANK	00150005150	DOT LABELS	0.00	79.28
1011	95245	06/27/19	1914	US BANK	00165006530	FIESTA DEL SOL TOW	0.00	80.00
1011	95245	06/27/19	1914	US BANK	00150005150	BBL MAILR/MOV TP/FLDR	0.00	82.99
1011	95245	06/27/19	1914	US BANK	00160006120	TRASH CAN	0.00	87.43
1011	95245	06/27/19	1914	US BANK	001	CCMA CONF-WADE-05/02	0.00	248.40
1011	95245	06/27/19	1914	US BANK	25560006180	UHAUL FOR JG SUPPLIES	0.00	265.42
1011	95245	06/27/19	1914	US BANK	00150005100	ADMIN DAY BFASST	0.00	313.09
1011	95245	06/27/19	1914	US BANK	00150005150	ERGO SUPPORTS/FILES	0.00	349.77
1011	95245	06/27/19	1914	US BANK	00160006120	TOWING-2 CARS	0.00	350.00
1011	95245	06/27/19	1914	US BANK	00160006120	TSSUE/TWLS/BAGS/DTRGT	0.00	373.89
1011	95245	06/27/19	1914	US BANK	00170007110	SKT PRK OPN-EQUIPMENT	0.00	395.25

PENTAMATION
DATE: 08/12/2019
TIME: 09:34:34

CITY OF SOLANA BEACH, CA
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3
ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	95245	06/27/19	1914	US BANK	00170007110	SKT PRK OPN-SKT DECKS	0.00	457.94
1011	95245	06/27/19	1914	US BANK	00160006170	SCUBA GEAR SERVICE	0.00	481.68
1011	95245	06/27/19	1914	US BANK	00170007110	SKT PRK OPN VENDOR	0.00	495.00
1011	95245	06/27/19	1914	US BANK	00160006140	CACEO-BRYANT-5/13	0.00	525.00
TOTAL CHECK							0.00	12,055.94
1011	95246	06/27/19	5051	CINTAS CORPORATION NO. 2	00165006570	FRST AID SUPPLY-CH/LC	0.00	460.85
1011	95246	06/27/19	5051	CINTAS CORPORATION NO. 2	00165006570	FIRST AID SUPPLIES-PW	0.00	50.87
TOTAL CHECK							0.00	511.72
1011	95247	06/27/19	1295	CITY OF DEL MAR	00150005450	IT MAINT SUPPORT-MAY	0.00	1,800.00
1011	95248	06/27/19	1041	CITY OF ESCONDIDO	00165006520	BIGHT MONTRNG-2018	0.00	920.00
1011	95249	06/27/19	4482	CONNECTIVITY LLC/MAKAI S	00160006170	RESCUE BOARD	0.00	645.00
1011	95250	06/27/19	5171	CORELOGIC SOLUTIONS, LLC	00155005550	PROPRTY PRO DATA-JUN	0.00	96.83
1011	95251	06/27/19	3967	COREY ANDREWS	00155005550	MILEAGE-JAN-JUN 19	0.00	147.67
1011	95252	06/27/19	338	COUNTY OF SAN DIEGO, DEH	00160006120	FACILTY PRMT-FD7/2020	0.00	484.00
1011	95253	06/27/19	2165	CULLIGAN OF SAN DIEGO	00160006170	DRNKNG WTR SVC-JUN	0.00	45.56
1011	95254	06/27/19	218	DATATICKET INC.	00160006140	PRKNG TCKT ADMIN-MAY	0.00	250.00
1011	95254	06/27/19	218	DATATICKET INC.	00160006140	PRKNG TCKT ADMIN-MAY	0.00	1,442.45
TOTAL CHECK							0.00	1,692.45
1011	95255	06/27/19	739	DEPARTMENT OF JUSTICE	00150005400	FINGERPRINT APP-MAY	0.00	608.00
1011	95256	06/27/19	134	DIXIELINE LUMBER CO INC	00160006120	SCREWS/HOSE ATTCH	0.00	22.72
1011	95256	06/27/19	134	DIXIELINE LUMBER CO INC	00165006570	SQUEEGEE/CLEANER/BOLT	0.00	55.38
1011	95256	06/27/19	134	DIXIELINE LUMBER CO INC	00165006530	BOLTS/O-RINGS	0.00	4.72
1011	95256	06/27/19	134	DIXIELINE LUMBER CO INC	00165006560	PVC/PVC COVER/ADAPTER	0.00	9.28
1011	95256	06/27/19	134	DIXIELINE LUMBER CO INC	00165006570	SPEAKER WIRE	0.00	17.44
1011	95256	06/27/19	134	DIXIELINE LUMBER CO INC	00165006560	SAFETY GLASSES	0.00	24.23
TOTAL CHECK							0.00	133.77
1011	95257	06/27/19	4481	DRAVES PIPELINE INC	001	RFND-EP#4070/421 N GR	0.00	611.00
1011	95257	06/27/19	4481	DRAVES PIPELINE INC	001	RFND-EP#4071/426 N GR	0.00	611.00
1011	95257	06/27/19	4481	DRAVES PIPELINE INC	001	RFND-EP#4147/421 N GR	0.00	755.00
1011	95257	06/27/19	4481	DRAVES PIPELINE INC	001	RFND-EP#4133/425 S RI	0.00	755.00
TOTAL CHECK							0.00	2,732.00
1011	95258	06/27/19	5726	EDWARD WEDBUSH	001	RFND-SB-0636143	0.00	332.50
1011	95259	06/27/19	825	EMERGENCY MEDICAL PRODUC	25560006180	FIRST AID SUPPLIES-MS	0.00	721.00
1011	95260	06/27/19	223	FEDEX	00150005150	SHIPPING-06/10/19	0.00	25.74
1011	95261	06/27/19	5480	FISHER INTEGRATED, INC.	00150005450	COUNCIL WEB STRM-MAY	0.00	800.00

PENTAMATION
 DATE: 08/12/2019
 TIME: 09:34:34

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4
 ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
 ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	95262	06/27/19	5262	GEORGE HILLS COMPANY, IN	12050005460	PROF SRVC-MAY	0.00	43.00
1011	95263	06/27/19	1011	HDL-HINDERLITER, DE LLAM	00150005300	Q2 CY19 STAX-CONTRACT	0.00	1,050.00
1011	95263	06/27/19	1011	HDL-HINDERLITER, DE LLAM	00150005300	Q4 CY18 STAX AUDIT	0.00	682.11
TOTAL CHECK								1,732.11
1011	95264	06/27/19	11	ICMA RETIREMENT TRUST-45	001	ICMA PD 06/28/19	0.00	10,357.03
1011	95265	06/27/19	3859	ICMA RETIREMENT TRUST-RH	001	ICMA PD 06/28/19	0.00	2,005.18
1011	95266	06/27/19	5724	JOHANNA AFSHANI-AFRA	001	RFND-FCCC-6/8/19	0.00	500.00
1011	95267	06/27/19	5098	JOSE GARCIA	00165006530	MILEAGE-6/16 & 6/18	0.00	37.12
1011	95267	06/27/19	5098	JOSE GARCIA	00165006560	MILEAGE-6/16 & 6/18	0.00	37.12
TOTAL CHECK								74.24
1011	95268	06/27/19	2102	LEGAL SHIELD CORP	001	PPD LEGAL-JUN 19	0.00	64.75
1011	95269	06/27/19	4738	MEDICAL EYE SERVICES	001	EE# JUNE 19	0.00	11.29
1011	95269	06/27/19	4738	MEDICAL EYE SERVICES	001	EE# JUNE 19	0.00	29.14
1011	95269	06/27/19	4738	MEDICAL EYE SERVICES	001	EE JUNE 19	0.00	33.87
1011	95269	06/27/19	4738	MEDICAL EYE SERVICES	001	VISION JUNE 19	0.00	464.16
1011	95269	06/27/19	4738	MEDICAL EYE SERVICES	00150005400	ROUNDING JUNE 19	0.00	-0.24
TOTAL CHECK								538.22
1011	95270	06/27/19	2106	MIKHAIL OGAWA ENGINEERIN	00165006520	JURMP-MAY	0.00	172.25
1011	95270	06/27/19	2106	MIKHAIL OGAWA ENGINEERIN	00165006520	JURMP-MAY	0.00	10,908.29
TOTAL CHECK								11,080.54
1011	95271	06/27/19	5407	PJ CASTORENA, INC.	55000007750	CCA WKLY ENRLMNT06/10	0.00	261.81
1011	95272	06/27/19	111	MISSION LINEN & UNIFORM	21100007600	LAUNDRY-PUB WORKS	0.00	2.29
1011	95272	06/27/19	111	MISSION LINEN & UNIFORM	50900007700	LAUNDRY-PUB WORKS	0.00	9.18
1011	95272	06/27/19	111	MISSION LINEN & UNIFORM	00165006520	LAUNDRY-PUB WORKS	0.00	10.32
1011	95272	06/27/19	111	MISSION LINEN & UNIFORM	00165006560	LAUNDRY-PUB WORKS	0.00	10.32
1011	95272	06/27/19	111	MISSION LINEN & UNIFORM	00165006530	LAUNDRY-PUB WORKS	0.00	18.35
TOTAL CHECK								50.46
1011	95273	06/27/19	4708	MUNICIPAL EMERGENCY SERV	00160006120	HEAD PHONE AMPLFRS	0.00	1,087.35
1011	95274	06/27/19	2019	NORTH COUNTY EVS, INC	00160006120	ON CALL REPAIR-04/08	0.00	3,000.00
1011	95274	06/27/19	2019	NORTH COUNTY EVS, INC	00160006120	ON CALL REPAIR-04/08	0.00	10,417.44
TOTAL CHECK								13,417.44
1011	95275	06/27/19	5252	NOSSAMAN LLP	00150005250	PROF SVC-MAY	0.00	45.00
1011	95276	06/27/19	50	OFFICE DEPOT INC	00150005300	BINDERS/DIVIDERS	0.00	66.12
1011	95277	06/27/19	1531	PARROTT SCREEN PRINTG &	25570007110	STAFF & CAMP SHIRTS	0.00	655.36
1011	95278	06/27/19	5361	HABITAT PROTECTION, INC	00165006570	PEST CONTROL-LC	0.00	30.00
1011	95278	06/27/19	5361	HABITAT PROTECTION, INC	00165006570	PEST CONTROL-MS	0.00	30.00

PENTAMATION
 DATE: 08/12/2019
 TIME: 09:34:34

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 5
 ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
 ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	95278	06/27/19	5361	HABITAT PROTECTION, INC	00165006570	PEST CONTROL-FC	0.00	30.00
1011	95278	06/27/19	5361	HABITAT PROTECTION, INC	00165006570	PEST CONTROL-PW	0.00	30.00
1011	95278	06/27/19	5361	HABITAT PROTECTION, INC	00165006570	PEST CONTROL-FS	0.00	35.00
1011	95278	06/27/19	5361	HABITAT PROTECTION, INC	00165006570	PEST CONTROL-CH	0.00	45.00
1011	95278	06/27/19	5361	HABITAT PROTECTION, INC	00165006570	AS NEEDED PST CNTL-SC	0.00	34.00
1011	95278	06/27/19	5361	HABITAT PROTECTION, INC	00165006570	AS NEEDED PST CNTL-FC	0.00	34.00
TOTAL CHECK							0.00	268.00
1011	95279	06/27/19	1087	PREFERRED BENEFIT INS AD	001	EE TIMING JUNE 19	0.00	-134.90
1011	95279	06/27/19	1087	PREFERRED BENEFIT INS AD	00150005400	ADMIN FEE JUNE 19	0.00	4.50
1011	95279	06/27/19	1087	PREFERRED BENEFIT INS AD	001	DENTAL JUNE 19	0.00	2,531.30
TOTAL CHECK							0.00	2,400.90
1011	95280	06/27/19	1008	PSC, LLC	00165006520	HHW-MAY	0.00	775.90
1011	95281	06/27/19	257	SAN DIEGO COUNTY SHERIFF	00160006110	OFFCR VACNCY CREDIT	0.00	-4,669.70
1011	95281	06/27/19	257	SAN DIEGO COUNTY SHERIFF	21960006110	OFFCR VACNCY CREDIT	0.00	-95.30
1011	95281	06/27/19	257	SAN DIEGO COUNTY SHERIFF	00160006110	LAW ENFORCEMENT-APR	0.00	340,522.59
1011	95281	06/27/19	257	SAN DIEGO COUNTY SHERIFF	21960006110	LAW ENFORCEMENT-APR	0.00	7,720.41
1011	95281	06/27/19	257	SAN DIEGO COUNTY SHERIFF	00160006110	LAW ENFRMNT-EASTER	0.00	613.91
1011	95281	06/27/19	257	SAN DIEGO COUNTY SHERIFF	001	CR TOW FEE-APR	0.00	-820.65
TOTAL CHECK							0.00	343,271.26
1011	95282	06/27/19	5722	SEAN NICHOLAS	00150005400	S. NICHOLAS-LIVESCAN	0.00	20.00
1011	95283	06/27/19	5723	SHANE DALEY	00150005400	S. DALEY-LIVESCAN	0.00	27.00
1011	95284	06/27/19	5437	STEVENS STREET, LLC	00150005300	700 STVN CLSNG-PRP TX	0.00	7,897.06
1011	95285	06/27/19	3915	STRUCTURAL ENGINEERING &	45994506510	9450.10 PROF SVC	0.00	2,040.00
1011	95286	06/27/19	4465	SUN LIFE FINANCIAL	001	MAY 19 LIFE & ADD INS	0.00	1,123.79
1011	95286	06/27/19	4465	SUN LIFE FINANCIAL	001	JUNE 19 LIFE&ADD INS	0.00	1,128.43
1011	95286	06/27/19	4465	SUN LIFE FINANCIAL	001	MAY 19 LTD	0.00	1,502.16
1011	95286	06/27/19	4465	SUN LIFE FINANCIAL	001	JUNE 19 LTD	0.00	1,507.85
1011	95286	06/27/19	4465	SUN LIFE FINANCIAL	001	MAY 19 SUPP LIFE INS	0.00	297.30
1011	95286	06/27/19	4465	SUN LIFE FINANCIAL	001	JUNE 19 SUPP LIFE INS	0.00	297.30
TOTAL CHECK							0.00	5,856.83
1011	95287	06/27/19	5258	SUPERION LLC	00155005550	FY19 TRAKIT MAINT	0.00	34,162.01
1011	95287	06/27/19	5258	SUPERION LLC	00155005550	FY19 MY COMMUNITY APP	0.00	7,271.25
TOTAL CHECK							0.00	41,433.26
1011	95288	06/27/19	5704	THE HOME DEPOT PRO	00165006560	MARK REMOVER	0.00	191.31
1011	95289	06/27/19	3980	TURNOUT MAINTENANCE COMP	00160006120	TRNT COAT ALTR-SPANN	0.00	132.33
1011	95290	06/27/19	5037	US BANK PARS ACCOUNT #67	660	FY19 OPEB OBLIGATION	0.00	157,099.00
1011	95291	06/27/19	2097	UT SAN DIEGO - NRTH COUN	00150005150	ORD 502-INTRO	0.00	58.74
1011	95291	06/27/19	2097	UT SAN DIEGO - NRTH COUN	00155005550	PUB HRNG-1718.23 DRP	0.00	344.03
1011	95291	06/27/19	2097	UT SAN DIEGO - NRTH COUN	00150005150	ORD 503-INTRO	0.00	94.93

PENTAMATION
 DATE: 08/12/2019
 TIME: 09:34:34

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 6
 ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
 ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	95291	06/27/19	2097	UT SAN DIEGO - NRTH COUN	00150005150	RESO 2019-64	0.00	458.74
1011	95291	06/27/19	2097	UT SAN DIEGO - NRTH COUN	00150005150	RESO-2019-062	0.00	463.27
1011	95291	06/27/19	2097	UT SAN DIEGO - NRTH COUN	00155005550	PUB HRNG-1718.28 CUP	0.00	270.76
TOTAL CHECK							0.00	1,690.47
1011	95292	06/27/19	30	VERIZON WIRELESS-SD	00160006140	CODE CELL 11/24-12/23	0.00	107.02
1011	95292	06/27/19	30	VERIZON WIRELESS-SD	27060006120	CSA17 IPAD 4/29-5/28	0.00	114.03
1011	95292	06/27/19	30	VERIZON WIRELESS-SD	00160006120	FIRE CELL 4/29-5/28	0.00	206.48
1011	95292	06/27/19	30	VERIZON WIRELESS-SD	00160006120	BC CELL 4/29-5/28	0.00	62.42
TOTAL CHECK							0.00	489.95
1011	95293	06/27/19	5594	WEX BANK	00160006120	AUTO FUEL-MAY	0.00	1,129.25
1011	95293	06/27/19	5594	WEX BANK	00160006120	CR EXEMPT TAX	0.00	-65.24
TOTAL CHECK							0.00	1,064.01
1011	95294	07/11/19	1135	AFFORDABLE PIPELINE SERV	50900007700	I-SEWER CLEANING	0.00	425.00
1011	95294	07/11/19	1135	AFFORDABLE PIPELINE SERV	50900007700	C-SEWR CLEAN-3,688	0.00	1,844.00
1011	95294	07/11/19	1135	AFFORDABLE PIPELINE SERV	50900007700	B-SEWR CLEAN-10,569.4	0.00	7,081.50
1011	95294	07/11/19	1135	AFFORDABLE PIPELINE SERV	50900007700	D-SEWER CLEAN-7,673	0.00	11,662.96
1011	95294	07/11/19	1135	AFFORDABLE PIPELINE SERV	00165006520	H-STORM DRAIN MAINT	0.00	1,140.00
TOTAL CHECK							0.00	22,153.46
1011	95295	07/11/19	1122	APPLE ONE, INC	00150005150	TEMP HELP PE06/29	0.00	256.52
1011	95296	07/11/19	3704	ARCO GASPRO PLUS	00160006120	AUTO FUEL 06/03-07/02	0.00	343.72
1011	95296	07/11/19	3704	ARCO GASPRO PLUS	00165006570	AUTO FUEL 06/03-07/02	0.00	126.53
1011	95296	07/11/19	3704	ARCO GASPRO PLUS	00165006510	AUTO FUEL 06/03-07/02	0.00	139.19
1011	95296	07/11/19	3704	ARCO GASPRO PLUS	50900007700	AUTO FUEL 06/03-07/02	0.00	151.84
1011	95296	07/11/19	3704	ARCO GASPRO PLUS	00170007110	AUTO FUEL 06/03-07/02	0.00	114.24
1011	95296	07/11/19	3704	ARCO GASPRO PLUS	00160006140	AUTO FUEL 06/03-07/02	0.00	303.62
1011	95296	07/11/19	3704	ARCO GASPRO PLUS	00165006530	AUTO FUEL 06/03-07/02	0.00	366.95
1011	95296	07/11/19	3704	ARCO GASPRO PLUS	00165006520	AUTO FUEL 06/03-07/02	0.00	404.90
1011	95296	07/11/19	3704	ARCO GASPRO PLUS	00160006170	AUTO FUEL 06/03-07/02	0.00	636.27
1011	95296	07/11/19	3704	ARCO GASPRO PLUS	00165006560	AUTO FUEL 06/03-07/02	0.00	75.92
TOTAL CHECK							0.00	2,663.18
1011	95297	07/11/19	4832	AT&T CALNET 3	00165006540	9391012279 5/24-6/23	0.00	43.30
1011	95297	07/11/19	4832	AT&T CALNET 3	50900007700	9391012277 5/24-6/23	0.00	13.33
TOTAL CHECK							0.00	56.63
1011	95298	07/11/19	4919	KATHLEEN BENSON	00155005550	MILEAGE-1/01-6/30/19	0.00	18.69
1011	95299	07/11/19	3069	JOSHUA BLEA	00165006560	MILEAGE-06/23/19	0.00	29.00
1011	95300	07/11/19	3480	BUSINESS PRINTING COMPAN	00165006510	BUS CARD-WRIGHT	0.00	75.81
1011	95301	07/11/19	2631	CLEAN STREET	00165006550	STREET SWP-JUN	0.00	3,299.92
1011	95302	07/11/19	3902	CORODATA RECORDS MANAGEM	00150005150	RECORDS STRG-JUN	0.00	722.53
1011	95302	07/11/19	3902	CORODATA RECORDS MANAGEM	00150005150	RECORDS DESTRY-6/27	0.00	90.25
TOTAL CHECK							0.00	812.78

PENTAMATION
 DATE: 08/12/2019
 TIME: 09:34:34

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 7
 ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
 ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	95303	07/11/19	127	COX COMMUNICATIONS INC	00150005450	CTYINTRNT 06/19-07/18	0.00	582.14
1011	95304	07/11/19	5635	CREST EQUIPMENT, INC.	45994506510	9450.10 EMRG DRN RPR	0.00	47,305.94
1011	95304	07/11/19	5635	CREST EQUIPMENT, INC.	45994506510	9450.10 EMRG DRN RPR	0.00	54,169.70
1011	95304	07/11/19	5635	CREST EQUIPMENT, INC.	45994506510	9450.10 EMRG DRN RPR	0.00	54,451.48
1011	95304	07/11/19	5635	CREST EQUIPMENT, INC.	45994506510	9450.10 EMRG DRN RPR	0.00	73,736.08
1011	95304	07/11/19	5635	CREST EQUIPMENT, INC.	50994506510	9450.10 EMRG DRN RPR	0.00	14,763.96
TOTAL CHECK							0.00	244,427.16
1011	95305	07/11/19	108	DEL MAR BLUE PRINT COMPA	22893206510	9320.01 GLNCST DR PRJ	0.00	26.30
1011	95306	07/11/19	5210	COUNTY OF SAN DIEGO	00160006140	PRKNG CITE ADMIN-MAY	0.00	2,687.25
1011	95306	07/11/19	5210	COUNTY OF SAN DIEGO	00160006140	PRKNG CITE ADMIN-APR	0.00	3,096.67
TOTAL CHECK							0.00	5,783.92
1011	95307	07/11/19	4684	DIVISION OF THE STATE AR	001	DAE FEES-APR-JUN 19	0.00	82.80
1011	95308	07/11/19	134	DIXIELINE LUMBER CO INC	00165006530	BLACK TOP PATCH	0.00	86.09
1011	95308	07/11/19	134	DIXIELINE LUMBER CO INC	00165006560	BOLT/NUT	0.00	3.08
1011	95308	07/11/19	134	DIXIELINE LUMBER CO INC	00165006570	ANCHOR KIT/LEVLNG HNG	0.00	9.68
1011	95308	07/11/19	134	DIXIELINE LUMBER CO INC	00165006530	CONCRETE MIX	0.00	10.63
1011	95308	07/11/19	134	DIXIELINE LUMBER CO INC	00165006530	GLOVES/ WASH	0.00	18.89
TOTAL CHECK							0.00	128.37
1011	95309	07/11/19	5543	DOMUSSTUDIO ARCHITECTURE	45094496510	9449.01 MS CNTR-MAY	0.00	6,185.00
1011	95310	07/11/19	269	DUDEK & ASSOCIATES INC.	50998336510	9833 PUMP STN-APR-MAY	0.00	3,781.55
1011	95311	07/11/19	2462	EMBROIDERY IMAGE	00150005400	SB EMPLOYEE POLOS	0.00	2,389.99
1011	95312	07/11/19	94	ESGIL CORPORATION	00155005560	BLDG PRMT 06/24-06/28	0.00	6,498.17
1011	95312	07/11/19	94	ESGIL CORPORATION	00160006120	FIRE PRMT 06/24-06/28	0.00	528.75
1011	95312	07/11/19	94	ESGIL CORPORATION	00155005560	BLDG PRMT 04/01-04/05	0.00	3,823.56
1011	95312	07/11/19	94	ESGIL CORPORATION	00155005560	BLDG PRMT 05/06-05/10	0.00	11,181.19
1011	95312	07/11/19	94	ESGIL CORPORATION	00155005560	BLDG PRMT 04/29-05/02	0.00	13,629.02
1011	95312	07/11/19	94	ESGIL CORPORATION	00160006120	FIRE PRMT 05/28-05/31	0.00	300.00
1011	95312	07/11/19	94	ESGIL CORPORATION	00160006120	FIRE PRMT 04/01-04/05	0.00	345.71
1011	95312	07/11/19	94	ESGIL CORPORATION	00160006120	FIRE PRMT 06/03-06/07	0.00	678.75
1011	95312	07/11/19	94	ESGIL CORPORATION	00160006120	FIRE PRMT 05/20-05/24	0.00	1,092.61
1011	95312	07/11/19	94	ESGIL CORPORATION	00160006120	FIRE PRMT 04/29-05/02	0.00	1,102.50
1011	95312	07/11/19	94	ESGIL CORPORATION	00160006120	FIRE PRMT 06/10-06/14	0.00	1,102.50
1011	95312	07/11/19	94	ESGIL CORPORATION	00160006120	FIRE PRMT 05/06-05/10	0.00	2,306.44
1011	95312	07/11/19	94	ESGIL CORPORATION	00155005560	BLDG PRMT 05/06-05/10	0.00	4,544.65
1011	95312	07/11/19	94	ESGIL CORPORATION	00155005560	BLDG PRMT 05/28-05/31	0.00	5,148.37
1011	95312	07/11/19	94	ESGIL CORPORATION	00155005560	BLDG PRMT 06/03-06/07	0.00	9,868.73
1011	95312	07/11/19	94	ESGIL CORPORATION	00155005560	BLDG PRMT 05/20-05/24	0.00	11,619.62
1011	95312	07/11/19	94	ESGIL CORPORATION	00155005560	BLDG PRMT 06/10-06/14	0.00	31,260.89
TOTAL CHECK							0.00	105,031.46
1011	95313	07/11/19	11	ICMA RETIREMENT TRUST-45	001	ICMA PD 07/11/19	0.00	7,559.21
1011	95313	07/11/19	11	ICMA RETIREMENT TRUST-45	001	ICMA PD 07/12/19	0.00	11,161.48
TOTAL CHECK							0.00	18,720.69

PENTAMATION
 DATE: 08/12/2019
 TIME: 09:34:34

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 8
 ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
 ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	95314	07/11/19	3859	ICMA RETIREMENT TRUST-RH	001	ICMA PD 07/12/19	0.00	2,024.29
1011	95315	07/11/19	1075	IRON MOUNTAIN	00150005150	RECORDS STRG-JUN	0.00	604.38
1011	95316	07/11/19	4165	KANE BALLMER & BERKMAN	00150005250	NTPD PROF SVC PE 5/31	0.00	2.63
1011	95316	07/11/19	4165	KANE BALLMER & BERKMAN	00150005250	NTPD PROF SVC PE 5/31	0.00	2,989.87
TOTAL CHECK							0.00	2,992.50
1011	95317	07/11/19	4572	KING OF THE PAINTERS CO	001	RFND-BC OVRPYMNT-9115	0.00	6.00
1011	95318	07/11/19	5731	LINDA CORSETTI	001	RFNDSBGR 359/781 S SO	0.00	30,620.00
1011	95319	07/11/19	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 05/31/19	0.00	17.50
1011	95319	07/11/19	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 05/31/19	0.00	52.50
1011	95319	07/11/19	1130	MCDUGAL LOVE ECKIS SMIT	12050005460	CLM.1903 PE 05/31/19	0.00	116.78
1011	95319	07/11/19	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 05/31/19	0.00	122.50
1011	95319	07/11/19	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 05/31/19	0.00	315.00
1011	95319	07/11/19	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 05/31/19	0.00	646.10
1011	95319	07/11/19	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 05/31/19	0.00	1,382.50
1011	95319	07/11/19	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 05/31/19	0.00	5,500.00
1011	95319	07/11/19	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 05/31/19	0.00	9,463.12
1011	95319	07/11/19	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 05/31/19	0.00	12,500.23
TOTAL CHECK							0.00	30,116.23
1011	95320	07/11/19	5508	MERCHANTS BUILDING MAINT	00165006570	JANITORIAL SVC-JUNE	0.00	4,581.35
1011	95321	07/11/19	5549	MICHAEL BAKER INTERNATIO	22093826510	9382.03 LSF CORR-III	0.00	31,290.14
1011	95321	07/11/19	5549	MICHAEL BAKER INTERNATIO	22093826510	9382.03 LSF CORR-III	0.00	66,253.20
TOTAL CHECK							0.00	97,543.34
1011	95322	07/11/19	5407	PJ CASTORENA, INC.	55000007750	CCA MAILR-6/10 & 6/17	0.00	94.56
1011	95323	07/11/19	111	MISSION LINEN & UNIFORM	50900007700	LAUNDRY-PUB WORKS	0.00	8.77
1011	95323	07/11/19	111	MISSION LINEN & UNIFORM	50900007700	LAUNDRY-PUB WORKS	0.00	8.86
1011	95323	07/11/19	111	MISSION LINEN & UNIFORM	00165006520	LAUNDRY-PUB WORKS	0.00	9.90
1011	95323	07/11/19	111	MISSION LINEN & UNIFORM	00165006560	LAUNDRY-PUB WORKS	0.00	9.90
1011	95323	07/11/19	111	MISSION LINEN & UNIFORM	00165006520	LAUNDRY-PUB WORKS	0.00	10.01
1011	95323	07/11/19	111	MISSION LINEN & UNIFORM	00165006560	LAUNDRY-PUB WORKS	0.00	10.01
1011	95323	07/11/19	111	MISSION LINEN & UNIFORM	00165006530	LAUNDRY-PUB WORKS	0.00	17.59
1011	95323	07/11/19	111	MISSION LINEN & UNIFORM	00165006530	LAUNDRY-PUB WORKS	0.00	17.78
1011	95323	07/11/19	111	MISSION LINEN & UNIFORM	21100007600	LAUNDRY-PUB WORKS	0.00	2.21
1011	95323	07/11/19	111	MISSION LINEN & UNIFORM	21100007600	LAUNDRY-PUB WORKS	0.00	2.23
TOTAL CHECK							0.00	97.26
1011	95324	07/11/19	4522	NISSHO OF CALIFORNIA	00165006560	POC-SOLENOID RPLCED	0.00	235.70
1011	95324	07/11/19	4522	NISSHO OF CALIFORNIA	00165006530	STREET LNDSCP SVC-JAN	0.00	3,013.11
1011	95324	07/11/19	4522	NISSHO OF CALIFORNIA	00165006560	PRKS LNDSCP SVC-JAN	0.00	17,648.38
1011	95324	07/11/19	4522	NISSHO OF CALIFORNIA	00165006570	PUBFAC LNDSCP SVC-JAN	0.00	4,007.89
1011	95324	07/11/19	4522	NISSHO OF CALIFORNIA	20375007510	MID#33 LNDSCP SVC-JAN	0.00	2,793.32
1011	95324	07/11/19	4522	NISSHO OF CALIFORNIA	20875007580	CRT LNDSCP SVC-JAN	0.00	3,300.68
1011	95324	07/11/19	4522	NISSHO OF CALIFORNIA	00165006560	RPLC PRSSRE REGLTR-LC	0.00	2,758.72

PENTAMATION
 DATE: 08/12/2019
 TIME: 09:34:34

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 9
 ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
 ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	33,757.80
1011	95325	07/11/19	5146	REGINA OCHOA	00150005400	CEQA PRJCT MNGT-OCHOA	0.00	525.00
1011	95326	07/11/19	50	OFFICE DEPOT INC	00155005550	PENS	0.00	26.03
1011	95326	07/11/19	50	OFFICE DEPOT INC	00155005550	PENS/FOLDERS/TISSUE	0.00	58.84
1011	95326	07/11/19	50	OFFICE DEPOT INC	00150005300	WALL FILE	0.00	17.00
1011	95326	07/11/19	50	OFFICE DEPOT INC	00150005300	ORGANIZER	0.00	20.46
1011	95326	07/11/19	50	OFFICE DEPOT INC	00150005300	DESK TOP ORGANIZER	0.00	22.72
1011	95326	07/11/19	50	OFFICE DEPOT INC	00150005300	REFND-ORGANIZER	0.00	-20.46
1011	95326	07/11/19	50	OFFICE DEPOT INC	00150005350	PAPER	0.00	944.21
1011	95326	07/11/19	50	OFFICE DEPOT INC	00150005350	PAPER	0.00	314.74
TOTAL CHECK							0.00	1,383.54
1011	95327	07/11/19	5608	PALOMAR MTN PREMIUM SPRI	00170007110	DRINKING WATER-LC	0.00	7.90
1011	95327	07/11/19	5608	PALOMAR MTN PREMIUM SPRI	00170007110	DRINKING WATER-LC	0.00	15.80
1011	95327	07/11/19	5608	PALOMAR MTN PREMIUM SPRI	00165006570	DRINKING WATER-PW	0.00	23.70
1011	95327	07/11/19	5608	PALOMAR MTN PREMIUM SPRI	00165006570	DRINKING WATER-PW	0.00	5.00
1011	95327	07/11/19	5608	PALOMAR MTN PREMIUM SPRI	00165006570	DRINKING WATER-PW	0.00	63.20
1011	95327	07/11/19	5608	PALOMAR MTN PREMIUM SPRI	00150005350	DRINKING WATER-CH	0.00	69.30
1011	95327	07/11/19	5608	PALOMAR MTN PREMIUM SPRI	00150005350	DRINKING WATER-CH	0.00	72.10
1011	95327	07/11/19	5608	PALOMAR MTN PREMIUM SPRI	00150005350	DRINKING WATER-CH	0.00	24.00
TOTAL CHECK							0.00	281.00
1011	95328	07/11/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1716.29/635 N GRANADO	0.00	250.00
1011	95328	07/11/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1716.29/635 N GRANADO	0.00	250.00
1011	95328	07/11/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1718.22/424 PACIFIC	0.00	250.00
1011	95328	07/11/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1719.07/336 S RIOS	0.00	250.00
1011	95328	07/11/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1717.25/781 E SOLANA	0.00	250.00
1011	95328	07/11/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1717.25/781 E SOLANA	0.00	250.00
1011	95328	07/11/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1714.22/412 E CLIFF	0.00	250.00
1011	95328	07/11/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1713.24/421 N GRANADO	0.00	250.00
1011	95328	07/11/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1719.05/412 N ACACIA	0.00	250.00
1011	95328	07/11/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1718.17/475 MARVIEW	0.00	250.00
1011	95328	07/11/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1715.39/310 S RIOS	0.00	375.00
1011	95328	07/11/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1716.44/1058 SOLANA	0.00	375.00
1011	95328	07/11/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1718.06/346 GLENMONT	0.00	375.00
1011	95328	07/11/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1719.03/640 VIA DE LA	0.00	500.00
TOTAL CHECK							0.00	4,125.00
1011	95329	07/11/19	4767	PARTNERSHIPS WITH INDUST	00165006550	TRASH ABTMNT PE 06/15	0.00	724.60
1011	95329	07/11/19	4767	PARTNERSHIPS WITH INDUST	00165006570	TRASH ABTMNT PE 06/15	0.00	724.61
TOTAL CHECK							0.00	1,449.21
1011	95330	07/11/19	5361	HABITAT PROTECTION, INC	00165006570	AS NEEDED PST CNTL-PW	0.00	25.00
1011	95331	07/11/19	5354	PILLSBURY WINTHROP SHAW	00150005250	PROF SVC-MAR	0.00	1,031.50
1011	95331	07/11/19	5354	PILLSBURY WINTHROP SHAW	00150005250	PROF SVC-MAR	0.00	5,563.00
TOTAL CHECK							0.00	6,594.50
1011	95332	07/11/19	113	PITNEY BOWES GLOBAL FINA	00150005150	POSTAGE MTR-4/30-7/29	0.00	704.94

PENTAMATION
 DATE: 08/12/2019
 TIME: 09:34:34

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 10
 ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
 ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	95333	07/11/19	1112	RANCHO SANTA FE SECURITY	00165006560	RESTRM LCK/UNLOCK-JUN	0.00	529.42
1011	95333	07/11/19	1112	RANCHO SANTA FE SECURITY	00165006560	ALARM MONITORING-JUN	0.00	205.09
TOTAL CHECK							0.00	734.51
1011	95334	07/11/19	4080	JENNIFER REED	00150005350	ADMIN SVC-JUN	0.00	198.00
1011	95334	07/11/19	4080	JENNIFER REED	00170007100	SHORELINE-01/01-05/31	0.00	1,336.50
TOTAL CHECK							0.00	1,534.50
1011	95335	07/11/19	5730	RUTH VOORHIES	001	RFND-SBGR352/732 CAST	0.00	23,389.20
1011	95337	07/11/19	141	SANTA FE IRRIGATION DIST	20475007520	GRP 6-01 06/01-07/01	0.00	6,360.52
1011	95337	07/11/19	141	SANTA FE IRRIGATION DIST	00165006560	005506018 0601-070119	0.00	210.31
1011	95337	07/11/19	141	SANTA FE IRRIGATION DIST	00165006560	005506019 0601-070119	0.00	1,169.41
1011	95337	07/11/19	141	SANTA FE IRRIGATION DIST	20875007580	005506020 0601-070119	0.00	1,372.21
1011	95337	07/11/19	141	SANTA FE IRRIGATION DIST	00165006520	005506014 06/01-07/01	0.00	174.42
1011	95337	07/11/19	141	SANTA FE IRRIGATION DIST	50900007700	005506014 06/01-07/01	0.00	523.28
1011	95337	07/11/19	141	SANTA FE IRRIGATION DIST	00165006530	011695000 06/01-07/01	0.00	31.88
1011	95337	07/11/19	141	SANTA FE IRRIGATION DIST	00165006550	011695000 06/01-07/01	0.00	95.63
1011	95337	07/11/19	141	SANTA FE IRRIGATION DIST	00165006560	012448001 05/02-07/01	0.00	85.08
1011	95337	07/11/19	141	SANTA FE IRRIGATION DIST	00165006560	012448000 05/02-07/01	0.00	136.32
1011	95337	07/11/19	141	SANTA FE IRRIGATION DIST	00165006560	005506000 0502-070119	0.00	137.68
1011	95337	07/11/19	141	SANTA FE IRRIGATION DIST	00165006560	005506001 0502-070119	0.00	85.08
1011	95337	07/11/19	141	SANTA FE IRRIGATION DIST	00165006560	005506002 0502-070119	0.00	388.57
1011	95337	07/11/19	141	SANTA FE IRRIGATION DIST	20875007580	005506003 0502-070119	0.00	136.32
1011	95337	07/11/19	141	SANTA FE IRRIGATION DIST	00165006560	005506004 0502-070119	0.00	85.08
1011	95337	07/11/19	141	SANTA FE IRRIGATION DIST	00165006560	005506005 0502-070119	0.00	199.44
1011	95337	07/11/19	141	SANTA FE IRRIGATION DIST	00165006560	005506006 0502-070119	0.00	136.32
1011	95337	07/11/19	141	SANTA FE IRRIGATION DIST	00165006560	005506007 0502-070119	0.00	108.18
1011	95337	07/11/19	141	SANTA FE IRRIGATION DIST	00165006570	005506008 0502-070119	0.00	388.57
1011	95337	07/11/19	141	SANTA FE IRRIGATION DIST	00165006560	005506009 0502-070119	0.00	85.08
1011	95337	07/11/19	141	SANTA FE IRRIGATION DIST	00165006560	005506010 0502-070119	0.00	122.04
1011	95337	07/11/19	141	SANTA FE IRRIGATION DIST	00165006560	005506011 0502-070119	0.00	296.17
1011	95337	07/11/19	141	SANTA FE IRRIGATION DIST	00165006560	005506012 0502-070119	0.00	1,400.35
1011	95337	07/11/19	141	SANTA FE IRRIGATION DIST	00165006560	005506013 0502-070119	0.00	112.80
1011	95337	07/11/19	141	SANTA FE IRRIGATION DIST	20375007510	005979000 0502-070119	0.00	714.92
1011	95337	07/11/19	141	SANTA FE IRRIGATION DIST	00165006560	005979001 0502-070119	0.00	181.11
TOTAL CHECK							0.00	14,736.77
1011	95338	07/11/19	169	SDG&E CO INC	00165006530	UTILITIES-04/30-06/07	0.00	401.28
1011	95338	07/11/19	169	SDG&E CO INC	00165006540	UTILITIES-04/30-06/07	0.00	433.74
1011	95338	07/11/19	169	SDG&E CO INC	00165006530	UTILITIES-05/06-06/07	0.00	723.54
1011	95338	07/11/19	169	SDG&E CO INC	00165006540	UTILITIES-05/06-06/07	0.00	772.97
1011	95338	07/11/19	169	SDG&E CO INC	00165006570	UTILITIES-04/30-06/07	0.00	1,486.67
1011	95338	07/11/19	169	SDG&E CO INC	20375007510	UTILITIES-05/06-06/07	0.00	2,111.08
1011	95338	07/11/19	169	SDG&E CO INC	00165006570	UTILITIES-05/06-06/07	0.00	4,414.38
1011	95338	07/11/19	169	SDG&E CO INC	21100007600	UTILITIES-04/30-06/07	0.00	6,454.19
1011	95338	07/11/19	169	SDG&E CO INC	55000007750	SEA CCA SVC-MAY	0.00	2,299.50
TOTAL CHECK							0.00	19,097.35
1011	95339	07/11/19	1073	SEASIDE HEATING & AIR CO	00165006570	HEAT/HVAC UNIT RPLC	0.00	3,825.00
1011	95339	07/11/19	1073	SEASIDE HEATING & AIR CO	00165006570	HVAC MAINT-MAY-CH	0.00	157.50
1011	95339	07/11/19	1073	SEASIDE HEATING & AIR CO	00165006570	HEAT/HVAC UNIT RPLC	0.00	5,538.00

PENTAMATION
DATE: 08/12/2019
TIME: 09:34:34

CITY OF SOLANA BEACH, CA
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 11
ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	9,520.50
1011	95340	07/11/19	4281	SIEMENS INDUSTRY, INC	00165006540	TRAFFIC SGNL MNT-MAY	0.00	993.92
1011	95340	07/11/19	4281	SIEMENS INDUSTRY, INC	00165006540	TRAFFIC CALL OUT-MAY	0.00	536.24
1011	95340	07/11/19	4281	SIEMENS INDUSTRY, INC	21100007600	ST LIGHT REPAIR-MAY	0.00	1,872.21
1011	95340	07/11/19	4281	SIEMENS INDUSTRY, INC	00165006540	TRAFFIC CALLOUT-10/30	0.00	1,860.00
TOTAL CHECK							0.00	5,262.37
1011	95341	07/11/19	1231	STAPLES CONTRACT & COMME	00150005400	PRINTER INK	0.00	117.44
1011	95341	07/11/19	1231	STAPLES CONTRACT & COMME	00150005350	FOLDERS/CRD STK/FILES	0.00	159.14
1011	95341	07/11/19	1231	STAPLES CONTRACT & COMME	00165006510	EXPANDABLE FOLDERS	0.00	74.32
1011	95341	07/11/19	1231	STAPLES CONTRACT & COMME	00165006510	EXPNDR FILE/INK/CLROX	0.00	158.64
1011	95341	07/11/19	1231	STAPLES CONTRACT & COMME	00150005350	FLAGS	0.00	4.19
1011	95341	07/11/19	1231	STAPLES CONTRACT & COMME	00165006520	EXPNDR FILE/INK/CLROX	0.00	158.64
1011	95341	07/11/19	1231	STAPLES CONTRACT & COMME	00155005560	POCKET FILES	0.00	434.72
TOTAL CHECK							0.00	1,107.09
1011	95342	07/11/19	4840	STC TRAFFIC, INC	00165006540	ONCALL TRFFC-JAN	0.00	5,385.00
1011	95342	07/11/19	4840	STC TRAFFIC, INC	00165006540	ONCALL TRFFC-FEB/MAR	0.00	2,932.50
1011	95342	07/11/19	4840	STC TRAFFIC, INC	00165006540	ONCALL TRFFC-JAN	0.00	5,515.00
TOTAL CHECK							0.00	13,832.50
1011	95343	07/11/19	3915	STRUCTURAL ENGINEERING &	45994506510	9450.10 PROF SVC	0.00	3,930.00
1011	95344	07/11/19	3066	SUMMIT ENVIRONMENTAL GRO	45099266190	9926 PROF SVC SND-JUN	0.00	1,430.00
1011	95345	07/11/19	5427	TOSDAL LAW FIRM	55000007750	SEA PROF SVC-APR	0.00	35.15
1011	95346	07/11/19	1458	THE UNIFORM SPECIALIST	00160006120	POLOS/EMB-HANSEN	0.00	108.23
1011	95346	07/11/19	1458	THE UNIFORM SPECIALIST	00160006120	SHIRTS/PANTS-SAMPLE	0.00	359.31
1011	95346	07/11/19	1458	THE UNIFORM SPECIALIST	00160006120	BOOTS-MORGAN	0.00	194.84
TOTAL CHECK							0.00	662.38
1011	95347	07/11/19	2097	UT SAN DIEGO - NRTH. COUN	00155005550	PUB HRNG-1717.47 SUB	0.00	339.89
1011	95348	07/11/19	5509	VALLEY CONSTRUCTON MANAG	50998336510	9833PMP STN MNGMT-MAY	0.00	23,231.25
1011	95349	07/11/19	3242	VAN DYKE LANDSCAPE ARCHI	45994386510	9438.10 SKT PRK-MAY	0.00	3,163.05
1011	95350	07/11/19	30	VERIZON WIRELESS-SD	00160006140	CODES CELL 5/24-6/23	0.00	145.01
1011	95350	07/11/19	30	VERIZON WIRELESS-SD	00160006140	CODES IPAD 5/24-6/23	0.00	1,205.74
1011	95350	07/11/19	30	VERIZON WIRELESS-SD	00150005450	IT CELL 05/24-06/23	0.00	152.04
TOTAL CHECK							0.00	1,502.79
1011	95351	07/11/19	3723	WAGWORKS	00150005400	FSA ADMIN-JUN	0.00	128.75
1011	95352	07/11/19	4844	WARWICK GROUP CONSULTANT	45099266190	9926.19 PROF SVC-JUN	0.00	5,375.00
1011	95353	07/11/19	2189	WILLDAN	67385008530	MARSOLAN APR-JUN	0.00	254.16
1011	95353	07/11/19	2189	WILLDAN	67285008520	PACIFIC APR-JUN	0.00	255.30
1011	95353	07/11/19	2189	WILLDAN	67185008510	BARB/GRAN APR-JUN	0.00	267.98
TOTAL CHECK							0.00	777.44

PENTAMATION
 DATE: 08/12/2019
 TIME: 09:34:34

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 12
 ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
 ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT	
1011	95354	07/11/19	1497	ZUMAR INDUSTRIES INC	00165006530	CITY LOGO ST SIGNS	0.00	614.23	
1011	95355	07/18/19	4711	ABEL PEREZ	00165006560	MILEAGE-06/30/19	0.00	8.12	
1011	95355	07/18/19	4711	ABEL PEREZ	00165006530	MILEAGE-06/30/19	0.00	8.12	
TOTAL CHECK								0.00	16.24
1011	95356	07/18/19	5137	ABLE PATROL & GUARD, INC	00170007110	FCCC SECURITY-MAY	0.00	125.00	
1011	95356	07/18/19	5137	ABLE PATROL & GUARD, INC	00170007110	FCCC SECURITY-JUNE	0.00	675.00	
TOTAL CHECK								0.00	800.00
1011	95357	07/18/19	1135	AFFORDABLE PIPELINE SERV	50994506510	O-SEWER CONTAINMENT	0.00	1,140.00	
1011	95358	07/18/19	834	ALLSTAR FIRE EQUIPMENT,	00160006120	COAT/PATCHES-MEAD	0.00	2,411.45	
1011	95359	07/18/19	174	AMERICAN PUBLIC WORKS AS	50900007700	19/20 MEMBR-4 ENG/PW	0.00	180.00	
1011	95359	07/18/19	174	AMERICAN PUBLIC WORKS AS	00165006510	19/20 MEMBR-4 ENG/PW	0.00	300.00	
1011	95359	07/18/19	174	AMERICAN PUBLIC WORKS AS	00165006520	19/20 MEMBR-4 ENG/PW	0.00	300.00	
TOTAL CHECK								0.00	780.00
1011	95360	07/18/19	4794	AMR	27060006120	CSA.17 MED SUPPLIES	0.00	154.74	
1011	95361	07/18/19	4832	AT&T CALNET 3	00150005450	9391012278 5/24-06/23	0.00	2,340.86	
1011	95361	07/18/19	4832	AT&T CALNET 3	00150005450	9391012282 5/24-06/23	0.00	19.42	
1011	95361	07/18/19	4832	AT&T CALNET 3	00150005450	9391053641 5/24-06/23	0.00	164.69	
1011	95361	07/18/19	4832	AT&T CALNET 3	00150005450	9391062899 5/24-06/23	0.00	164.69	
TOTAL CHECK								0.00	2,689.66
1011	95362	07/18/19	5739	BDS ENGINEERING INC	001	RFND-BC#9098	0.00	6.00	
1011	95363	07/18/19	5029	BILL SMITH FOREIGN CAR S	00165006530	F150-A/C RESET	0.00	131.46	
1011	95363	07/18/19	5029	BILL SMITH FOREIGN CAR S	00165006560	F-250-BRAKE PADS	0.00	312.86	
1011	95363	07/18/19	5029	BILL SMITH FOREIGN CAR S	50900007700	F-250-BRAKE PADS	0.00	312.86	
TOTAL CHECK								0.00	757.18
1011	95364	07/18/19	3480	BUSINESS PRINTING COMPAN	00150005350	NON WNDW ENVELOPES	0.00	275.54	
1011	95364	07/18/19	3480	BUSINESS PRINTING COMPAN	00150005350	WINDOW ENVELOPES	0.00	718.21	
1011	95364	07/18/19	3480	BUSINESS PRINTING COMPAN	00150005300	BUS CARD-KOSZEWNIAK	0.00	75.81	
1011	95364	07/18/19	3480	BUSINESS PRINTING COMPAN	00160006120	BUS CARD-FIRE PREVNTN	0.00	75.81	
TOTAL CHECK								0.00	1,145.37
1011	95365	07/18/19	5334	CALIFORNIA BUILDING STAN	001	Q4 BLDG STNDRDS SURCH	0.00	208.00	
1011	95365	07/18/19	5334	CALIFORNIA BUILDING STAN	001	ADJ FOR FY19 YEAR END	0.00	12.00	
1011	95365	07/18/19	5334	CALIFORNIA BUILDING STAN	001	Q4 BLDG STNDRDS SURCH	0.00	-20.00	
1011	95365	07/18/19	5334	CALIFORNIA BUILDING STAN	001	ADJ FOR FY19 YEAR END	0.00	-12.00	
TOTAL CHECK								0.00	188.00
1011	95366	07/18/19	3551	CITY NATIONAL BANK	32000007220	FIRE TRK:15-010-07/03	0.00	6,112.41	
1011	95366	07/18/19	3551	CITY NATIONAL BANK	32000007220	FIRE TRK:15-010-07/03	0.00	125,831.90	
TOTAL CHECK								0.00	131,944.31
1011	95367	07/18/19	318	COUNTY OF SAN DIEGO ASSE	00155005550	MAP FEE 06/27/19	0.00	2.00	

PENTAMATION
 DATE: 08/12/2019
 TIME: 09:34:34

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 13
 ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
 ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	95368	07/18/19	2629	D & D DISPOSAL INC	00160006130	ANIMAL DISPOSAL-JUN	0.00	395.00
1011	95369	07/18/19	38	DEPARTMENT OF CONSERVATI	001	SMIP FEES-APR-JUN 19	0.00	800.90
1011	95369	07/18/19	38	DEPARTMENT OF CONSERVATI	001	ADJ FOR FY19 YEAR END	0.00	39.00
1011	95369	07/18/19	38	DEPARTMENT OF CONSERVATI	001	SMIP FEES-APR-JUN 19	0.00	-40.05
1011	95369	07/18/19	38	DEPARTMENT OF CONSERVATI	001	ADJ FOR FY19 YEAR END	0.00	-39.00
TOTAL CHECK							0.00	760.85
1011	95370	07/18/19	134	DIXIELINE LUMBER CO INC	00165006570	CUT KEY	0.00	6.66
1011	95370	07/18/19	134	DIXIELINE LUMBER CO INC	00165006570	BRACE/WASHER/NUT	0.00	16.28
TOTAL CHECK							0.00	22.94
1011	95371	07/18/19	2127	ALLIANT INSURANCE SERVIC	001	Q4 SPEC EVENT INSUR	0.00	2,418.01
1011	95372	07/18/19	4989	DRO MANAGEMENT CONSULTAN	00150005200	PROF SVC-MAY-JUN	0.00	937.50
1011	95372	07/18/19	4989	DRO MANAGEMENT CONSULTAN	00150005200	PROF SVC-MAR-APR	0.00	2,375.00
TOTAL CHECK							0.00	3,312.50
1011	95373	07/18/19	223	FEDEX	00150005150	SHIPPING-06/27/19	0.00	26.11
1011	95374	07/18/19	5480	FISHER INTEGRATED, INC.	00150005450	COUNCIL WEB STRM-SEP	0.00	-800.00
1011	95374	07/18/19	5480	FISHER INTEGRATED, INC.	00150005450	COUNCIL WEB STRM-SEP	0.00	800.00
1011	95374	07/18/19	5480	FISHER INTEGRATED, INC.	00150005450	COUNCIL WEB STRM-JUN	0.00	800.00
TOTAL CHECK							0.00	800.00
1011	95375	07/18/19	321	GOLDEN TELECOM, INC.	00160006170	MS HANDSET MAINT	0.00	78.69
1011	95376	07/18/19	5717	GOVOFFICE LLC	00150005450	EXTND STRG ANL FEE 19	0.00	250.00
1011	95376	07/18/19	5717	GOVOFFICE LLC	00150005450	EXTND STRG-ADDTNL 4GB	0.00	125.00
1011	95376	07/18/19	5717	GOVOFFICE LLC	00150005450	HOSTING ANNUAL FEE 19	0.00	1,050.00
TOTAL CHECK							0.00	1,425.00
1011	95377	07/18/19	3299	HELIX ENVIRONMENTAL	21355005550	1716.18/1036 SOLANA DR	0.00	1,686.25
1011	95378	07/18/19	87	ISLA VERDE HOA	20575007530	LNDSCAPE MAINT-JUN	0.00	425.00
1011	95379	07/18/19	5455	JPW COMMUNICATIONS, LLC	55000007750	SEA POSTCARDS	0.00	311.18
1011	95380	07/18/19	1565	LOCAL GOVERNMENT PUBLICA	00150005250	CA LAND USE-2019 UPDT	0.00	143.56
1011	95381	07/18/19	5729	LUDWIG MASONRY	001	RFND-BC CERT #9102	0.00	6.00
1011	95382	07/18/19	5735	NATALIE FICARRA	25055005570	CONCERT-07/18/19	0.00	500.00
1011	95383	07/18/19	4807	PCMG, INC	13550005450	HP SERVER	0.00	2,455.62
1011	95384	07/18/19	5738	PORTILLO CONCRETE INC	001	RFND-BC#9094	0.00	6.00
1011	95385	07/18/19	416	REGIONAL COMMS SYS, MS 0	00160006120	CAP CODE-JUN	0.00	32.50
1011	95386	07/18/19	5737	ROBIN ADAMS	001	RFND-BC#8771	0.00	17.00

PENTAMATION
 DATE: 08/12/2019
 TIME: 09:34:34

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 14
 ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
 ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	95387	07/18/19	86	SAN ELIJO HILLS II HOA	20775007550	LNDSCAPE MAINT-JUN	0.00	6,550.00
1011	95388	07/18/19	88	SANTA FE HILLS HOA	20475007520	LNDSCAPE MAINT-JUN	0.00	12,250.00
1011	95389	07/18/19	141	SANTA FE IRRIGATION DIST	00160006120	005512000 01/03-03/01	0.00	-527.17
1011	95389	07/18/19	141	SANTA FE IRRIGATION DIST	00160006120	005512000 01/03-03/01	0.00	527.17
1011	95389	07/18/19	141	SANTA FE IRRIGATION DIST	00160006120	005512000 05/02-07/01	0.00	568.75
TOTAL CHECK							0.00	568.75
1011	95390	07/18/19	156	SHARP REES-STEALY MEDICA	00150005400	PRE-EMPLOUMENT SCREEN	0.00	3,900.50
1011	95391	07/18/19	5427	TOSDAL LAW FIRM	55000007750	SEA PROF SVC-MAY	0.00	5,038.00
1011	95392	07/18/19	40	UNDERGROUND SVC ALERT OF	00165006510	DIG ALERT-JUNE	0.00	62.80
1011	95393	07/18/19	2097	UT SAN DIEGO - NRTH COUN	00150005150	ORD 502 AMND	0.00	57.23
1011	95393	07/18/19	2097	UT SAN DIEGO - NRTH COUN	00150005150	ORD 503-AMND	0.00	91.92
1011	95393	07/18/19	2097	UT SAN DIEGO - NRTH COUN	00150005200	PUB HRNG-WASTE/RCYCL	0.00	167.33
TOTAL CHECK							0.00	316.48
1011	95394	07/18/19	30	VERIZON WIRELESS-SD	27060006120	CSA17 IPAD 05/29-6/28	0.00	114.03
1011	95394	07/18/19	30	VERIZON WIRELESS-SD	00160006120	FIRE CELL 05/29-06/28	0.00	247.18
1011	95394	07/18/19	30	VERIZON WIRELESS-SD	00160006120	BC CELL 05/29-06/28	0.00	65.94
TOTAL CHECK							0.00	427.15
1011	95395	07/18/19	5736	VINCENT PHILLIP WILLIAMS	001	REISSUE-V#235149	0.00	84.49
1011	95396	07/18/19	37	XEROX CORPORATION	00150005350	W7830PT UPSTRS-JUN	0.00	199.60
1011	95396	07/18/19	37	XEROX CORPORATION	00150005350	EXCESS BLK-05/21-6/21	0.00	97.74
1011	95396	07/18/19	37	XEROX CORPORATION	00150005350	EXCESS CLR-05/21-6/21	0.00	349.17
1011	95396	07/18/19	37	XEROX CORPORATION	00150005350	D95CP PLNG LEASE-JUN	0.00	555.18
1011	95396	07/18/19	37	XEROX CORPORATION	00150005350	EXCSS COPIES5/25-6/30	0.00	96.77
1011	95396	07/18/19	37	XEROX CORPORATION	00150005350	W7830PT CLRKS-JUN	0.00	218.99
1011	95396	07/18/19	37	XEROX CORPORATION	00150005350	EXCESS BLK-05/21-6/21	0.00	32.18
1011	95396	07/18/19	37	XEROX CORPORATION	00150005350	EXCESS CLR-05/21-6/21	0.00	182.86
TOTAL CHECK							0.00	1,732.49
1011	95397	07/25/19	4711	ABEL PEREZ	00165006530	MILEAGE-07/13-07/14	0.00	16.24
1011	95398	07/25/19	4800	ASSISTANCE LEAG RNCHO SA	00150005100	COMM GRANT FY 19/20	0.00	3,000.00
1011	95399	07/25/19	4832	AT&T CALNET 3	00160006120	9391012280 5/24-6/23	0.00	376.25
1011	95399	07/25/19	4832	AT&T CALNET 3	00160006120	9391012280 5/24-6/23	0.00	37.97
1011	95399	07/25/19	4832	AT&T CALNET 3	00160006120	9391012280 4/24-5/23	0.00	414.30
1011	95399	07/25/19	4832	AT&T CALNET 3	00160006120	9391059865 4/01-4/30	0.00	388.02
1011	95399	07/25/19	4832	AT&T CALNET 3	00160006120	9391059865 5/01-5/31	0.00	388.02
1011	95399	07/25/19	4832	AT&T CALNET 3	00160006120	9391059865 6/01-6/30	0.00	388.02
1011	95399	07/25/19	4832	AT&T CALNET 3	00160006170	9391053651 4/25-5/24	0.00	219.49
1011	95399	07/25/19	4832	AT&T CALNET 3	00160006170	9391053651 05/25-6/24	0.00	220.14
TOTAL CHECK							0.00	2,432.21

PENTAMATION
 DATE: 08/12/2019
 TIME: 09:34:34

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 15
 ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
 ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT	
1011	95400	07/25/19	4919	KATHLEEN BENSON	00150005450	TRAKIT MOUSES	0.00	129.24	
1011	95401	07/25/19	5524	BIRD RIDES INC.	001	REISSUE-CHK#93619	0.00	110.00	
1011	95402	07/25/19	3716	BOYS & GIRLS CLUB	00150005100	COMM GRANT FY 19/20	0.00	4,570.00	
1011	95403	07/25/19	3480	BUSINESS PRINTING COMPAN	00150005300	BUS CARD-WONG/BERKUTI	0.00	155.77	
1011	95403	07/25/19	3480	BUSINESS PRINTING COMPAN	00150005300	BUS CARD-WONG/BERKUTI	0.00	-155.77	
1011	95403	07/25/19	3480	BUSINESS PRINTING COMPAN	00150005300	BUS CARD-WONG/BERKUTI	0.00	155.77	
TOTAL CHECK								0.00	155.77
1011	95404	07/25/19	5521	CA DEPARTMENT OF TAX AND	550	Q4 ENERGY SRCHRG RTN	0.00	4,197.43	
1011	95405	07/25/19	2853	CASA DE AMISTAD	00150005100	COMM GRANT FY 19/20	0.00	4,570.00	
1011	95406	07/25/19	310	CITY OF ENCINITAS	00160006120	PRVNTN TRVL PNL-1/17	0.00	64.69	
1011	95406	07/25/19	310	CITY OF ENCINITAS	00160006120	FIRE OPS TRAINNG BOOK	0.00	86.28	
1011	95406	07/25/19	310	CITY OF ENCINITAS	00160006120	TELESTAFF SFTWR UPDT	0.00	124.11	
1011	95406	07/25/19	310	CITY OF ENCINITAS	00160006120	VHF RADIO CARD SETS	0.00	126.81	
1011	95406	07/25/19	310	CITY OF ENCINITAS	00160006120	FRST WTCH SUPPT MAINT	0.00	149.12	
1011	95406	07/25/19	310	CITY OF ENCINITAS	00160006120	FRST WTCH SUPPT MAINT	0.00	-149.12	
1011	95406	07/25/19	310	CITY OF ENCINITAS	00160006120	VHF RADIO CARD SETS	0.00	-126.81	
1011	95406	07/25/19	310	CITY OF ENCINITAS	00160006120	TELESTAFF SFTWR UPDT	0.00	-124.11	
1011	95406	07/25/19	310	CITY OF ENCINITAS	00160006120	FIRE OPS TRAINNG BOOK	0.00	-86.28	
1011	95406	07/25/19	310	CITY OF ENCINITAS	00160006120	PRVNTN TRVL PNL-1/17	0.00	-64.69	
1011	95406	07/25/19	310	CITY OF ENCINITAS	00160006120	PRVNTN TRVL PNL-1/17	0.00	64.69	
1011	95406	07/25/19	310	CITY OF ENCINITAS	00160006120	FIRE OPS TRAINNG BOOK	0.00	86.28	
1011	95406	07/25/19	310	CITY OF ENCINITAS	00160006120	FIRE OT FY19 2/16&6/5	0.00	4,568.08	
1011	95406	07/25/19	310	CITY OF ENCINITAS	00160006120	FIRE PREVENTION	0.00	282.84	
1011	95406	07/25/19	310	CITY OF ENCINITAS	00160006120	FIRE MGMT FY19 Q3&Q4	0.00	150,547.00	
1011	95406	07/25/19	310	CITY OF ENCINITAS	00160006120	TELESTAFF SFTWR UPDT	0.00	124.11	
1011	95406	07/25/19	310	CITY OF ENCINITAS	00160006120	VHF RADIO CARD SETS	0.00	126.81	
1011	95406	07/25/19	310	CITY OF ENCINITAS	00160006120	FRST WTCH SUPPT MAINT	0.00	149.12	
TOTAL CHECK								0.00	155,948.93
1011	95407	07/25/19	2854	COMMUNITY RESOURCE CENTE	00150005100	COMM GRANT FY 19/20	0.00	4,570.00	
1011	95408	07/25/19	4482	CONNECTIVITY LLC/MAKAI S	25560006180	3 SURFBOARDS-SURF CMP	0.00	903.00	
1011	95408	07/25/19	4482	CONNECTIVITY LLC/MAKAI S	25560006180	3 SURFBOARDS-SURF CMP	0.00	-903.00	
1011	95408	07/25/19	4482	CONNECTIVITY LLC/MAKAI S	25560006180	3 SURFBOARDS-SURF CMP	0.00	903.00	
TOTAL CHECK								0.00	903.00
1011	95409	07/25/19	1964	CSAC EXCESS INSURANCE AU	12050005460	EVAL CERTS-4/01-06/30	0.00	487.50	
1011	95409	07/25/19	1964	CSAC EXCESS INSURANCE AU	12050005460	EVAL CERTS-4/01-06/30	0.00	-487.50	
1011	95409	07/25/19	1964	CSAC EXCESS INSURANCE AU	12050005460	EVAL CERTS-4/01-06/30	0.00	487.50	
1011	95409	07/25/19	1964	CSAC EXCESS INSURANCE AU	12050005460	FY20 GEN LIABILITY	0.00	111,488.00	
1011	95409	07/25/19	1964	CSAC EXCESS INSURANCE AU	12050005460	FY20 EXCESS LIAB	0.00	20,278.00	
1011	95409	07/25/19	1964	CSAC EXCESS INSURANCE AU	12550005465	FY20 EXCESS WKRS COMP	0.00	150,571.00	
1011	95409	07/25/19	1964	CSAC EXCESS INSURANCE AU	12050005460	FY20 CYBER INSURANCE	0.00	4,180.00	
1011	95409	07/25/19	1964	CSAC EXCESS INSURANCE AU	12050005460	FY20 PROPERTY PROG	0.00	77,973.00	
1011	95409	07/25/19	1964	CSAC EXCESS INSURANCE AU	12050005460	FY20 MASTER CRIME PROG	0.00	1,963.00	
1011	95409	07/25/19	1964	CSAC EXCESS INSURANCE AU	12550005465	FY20 POLLUTION	0.00	1,309.00	

PENTAMATION
 DATE: 08/12/2019
 TIME: 09:34:34

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 16
 ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
 ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	368,249.50
1011	95410	07/25/19	218	DATATICKET INC.	00160006140	PRKNG TCKT ADMIN-JUN	0.00	5.00
1011	95410	07/25/19	218	DATATICKET INC.	00160006140	PRKNG TCKT ADMIN-JUN	0.00	1,117.40
TOTAL CHECK							0.00	1,122.40
1011	95411	07/25/19	739	DEPARTMENT OF JUSTICE	00150005400	FINGERPRINT APP-JUN	0.00	-384.00
1011	95411	07/25/19	739	DEPARTMENT OF JUSTICE	00150005400	FINGERPRINT APP-JUN	0.00	384.00
1011	95411	07/25/19	739	DEPARTMENT OF JUSTICE	00150005400	FINGERPRINT APP-JUN	0.00	384.00
TOTAL CHECK							0.00	384.00
1011	95412	07/25/19	5210	COUNTY OF SAN DIEGO	00160006140	PRKNG CITE ADMIN-JUN	0.00	2,619.00
1011	95413	07/25/19	5460	DISCONNECT COLLECTIVE, I	00150005100	COMM GRANT FY 19/20	0.00	4,570.00
1011	95414	07/25/19	134	DIXIELINE LUMBER CO INC	00165006560	PROPANE EXCHANGE	0.00	21.54
1011	95415	07/25/19	3331	NATE DONNIS	25055005570	CONCERT COVE-07/25/19	0.00	300.00
1011	95416	07/25/19	94	ESGIL CORPORATION	00160006120	FIRE PRMT 06/17-06/21	0.00	600.00
1011	95416	07/25/19	94	ESGIL CORPORATION	00155005560	BLDG PRMT 06/17-06/21	0.00	2,720.72
TOTAL CHECK							0.00	3,320.72
1011	95417	07/25/19	2805	HEIDI HYDO	001	REISSUE CK#95199	0.00	500.00
1011	95418	07/25/19	11	ICMA RETIREMENT TRUST-45	001	ICMA PD 07/26/19	0.00	10,810.21
1011	95418	07/25/19	11	ICMA RETIREMENT TRUST-45	001	ICMA PD 07/25/19	0.00	211.50
TOTAL CHECK							0.00	11,021.71
1011	95419	07/25/19	3859	ICMA RETIREMENT TRUST-RH	001	ICMA PD 07/26/19	0.00	2,067.90
1011	95420	07/25/19	5741	JALISCIENCE FOLKLORIC AC	00150005100	COMM GRANT FY 19/20	0.00	4,570.00
1011	95421	07/25/19	5733	KATARINA SVINTERUD	00170007110	REMB-CPR CERT CLASS	0.00	49.99
1011	95422	07/25/19	2287	KOPPEL & GRUBER PUBLIC F	20375007510	EXPENSES APR-JUN	0.00	45.44
1011	95422	07/25/19	2287	KOPPEL & GRUBER PUBLIC F	67685008560	SO SOL SWR APR-JUN	0.00	405.15
1011	95422	07/25/19	2287	KOPPEL & GRUBER PUBLIC F	00150005300	FIRE BENEFIT APR-JUN	0.00	520.00
1011	95422	07/25/19	2287	KOPPEL & GRUBER PUBLIC F	20475007520	SNTPA FE HILLS APR-JUN	0.00	45.52
1011	95422	07/25/19	2287	KOPPEL & GRUBER PUBLIC F	20775007550	SAN ELJO HLLS APR-JUN	0.00	24.72
1011	95422	07/25/19	2287	KOPPEL & GRUBER PUBLIC F	20575007530	ISLA VERDE APR-JUN	0.00	23.42
1011	95422	07/25/19	2287	KOPPEL & GRUBER PUBLIC F	20375007510	OLD HGHWY 101 APR-JUN	0.00	656.75
TOTAL CHECK							0.00	1,721.00
1011	95423	07/25/19	5740	LA COLONIA COMMUNITY FOU	00150005100	COMM GRANT FY 19/20	0.00	4,570.00
1011	95424	07/25/19	5200	CHARLES MEAD	00150005400	MEAD-FR PREV/CRIT THN	0.00	1,350.00
1011	95425	07/25/19	5407	PJ CASTORENA, INC.	55000007750	CCA 2019 JRC MLR	0.00	3,097.23
1011	95425	07/25/19	5407	PJ CASTORENA, INC.	55000007750	CCA MAILR-6/24 & 7/01	0.00	87.96
TOTAL CHECK							0.00	3,185.19

PENTAMATION
 DATE: 08/12/2019
 TIME: 09:34:34

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 17
 ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
 ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	95426	07/25/19	5215	N. C. IMMIGRATION & CITI	00150005100	COMM GRANT FY 19/20	0.00	3,940.00
1011	95427	07/25/19	5734	NATIONWIDE MEDICAL SURGI	27060006120	CSA17.19 FENTANYL	0.00	94.99
1011	95427	07/25/19	5734	NATIONWIDE MEDICAL SURGI	27060006120	CSA17.19 FENTANYL	0.00	94.99
1011	95427	07/25/19	5734	NATIONWIDE MEDICAL SURGI	27060006120	CSA17.19 FENTANYL	0.00	-94.99
TOTAL CHECK							0.00	94.99
1011	95428	07/25/19	2163	NORTH COAST REPERTORY TH	00150005100	COMM GRANT FY 19/20	0.00	4,570.00
1011	95429	07/25/19	50	OFFICE DEPOT INC	00150005300	CORDLESS HAND VAC	0.00	65.93
1011	95429	07/25/19	50	OFFICE DEPOT INC	00155005550	WASTE BASKETS	0.00	16.71
1011	95429	07/25/19	50	OFFICE DEPOT INC	00155005550	FOLDERS	0.00	56.44
1011	95429	07/25/19	50	OFFICE DEPOT INC	00150005300	CORDLESS HAND VAC	0.00	-65.93
1011	95429	07/25/19	50	OFFICE DEPOT INC	00155005550	FOLDERS	0.00	-56.44
1011	95429	07/25/19	50	OFFICE DEPOT INC	00155005550	WASTE BASKETS	0.00	-16.71
1011	95429	07/25/19	50	OFFICE DEPOT INC	00150005300	CORDLESS HAND VAC	0.00	65.93
1011	95429	07/25/19	50	OFFICE DEPOT INC	00155005550	FOLDERS	0.00	56.44
1011	95429	07/25/19	50	OFFICE DEPOT INC	00155005550	WASTE BASKETS	0.00	16.71
TOTAL CHECK							0.00	139.08
1011	95430	07/25/19	54	1 STOP TONER & INKJET, L	00155005550	COLOR TONER-PL	0.00	86.88
1011	95431	07/25/19	257	SAN DIEGO COUNTY SHERIFF	001	CR TOW FEE-MAY	0.00	-328.26
1011	95431	07/25/19	257	SAN DIEGO COUNTY SHERIFF	001	CR TOW FEE-MAY	0.00	-328.26
1011	95431	07/25/19	257	SAN DIEGO COUNTY SHERIFF	001	CR TOW FEE-MAY	0.00	328.26
1011	95431	07/25/19	257	SAN DIEGO COUNTY SHERIFF	00160006110	LAW ENFORCEMENT-MAY	0.00	340,522.59
1011	95431	07/25/19	257	SAN DIEGO COUNTY SHERIFF	21960006110	LAW ENFORCEMENT-MAY	0.00	7,720.41
TOTAL CHECK							0.00	347,914.74
1011	95432	07/25/19	187	SAN DIEGUITO TROPHY	25560006180	RIBBONS-1ST-10TH PLC	0.00	-380.14
1011	95432	07/25/19	187	SAN DIEGUITO TROPHY	25560006180	RIBBONS-1ST-10TH PLC	0.00	380.14
1011	95432	07/25/19	187	SAN DIEGUITO TROPHY	25560006180	RIBBONS-1ST-10TH PLC	0.00	380.14
TOTAL CHECK							0.00	380.14
1011	95433	07/25/19	141	SANTA FE IRRIGATION DIST	00165006560	005506015 0516-071519	0.00	136.32
1011	95433	07/25/19	141	SANTA FE IRRIGATION DIST	00165006560	005506016 0516-071519	0.00	299.38
1011	95433	07/25/19	141	SANTA FE IRRIGATION DIST	00165006560	005979003 0516-071519	0.00	269.09
1011	95433	07/25/19	141	SANTA FE IRRIGATION DIST	20375007510	005979004 0516-071519	0.00	472.96
1011	95433	07/25/19	141	SANTA FE IRRIGATION DIST	20375007510	007732000 0516-071519	0.00	182.52
TOTAL CHECK							0.00	1,360.27
1011	95434	07/25/19	520	SOLANA BEACH CIVIC & HIS	00150005100	COMM GRANT FY 19/20	0.00	4,570.00
1011	95435	07/25/19	1231	STAPLES CONTRACT & COMME	00150005350	TAB DIVIDERS	0.00	-24.99
1011	95435	07/25/19	1231	STAPLES CONTRACT & COMME	00150005350	TAB DIVIDERS	0.00	24.99
1011	95435	07/25/19	1231	STAPLES CONTRACT & COMME	00150005350	TAB DIVIDERS	0.00	24.99
TOTAL CHECK							0.00	24.99
1011	95436	07/25/19	5511	STRIDES PHYSICAL THERAPY	001	REISSUE-CK#93605	0.00	83.00
1011	95437	07/25/19	5172	JULIETTE THAYER	25055005570	REIMBURSE-CNCRT 07/11	0.00	309.00

PENTAMATION
 DATE: 08/12/2019
 TIME: 09:34:34

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 18
 ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
 ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	95438	07/25/19	283	THE SAN DIEGUITO RIVER V	00150005100	COMM GRANT FY 19/20	0.00	1,500.00
1011	95439	07/25/19	51	TRAUMA INTERVENTION PROG	00160006120	FY 20 24HR VLNTR SVC	0.00	2,018.00
1011	95440	07/25/19	40	UNDERGROUND SVC ALERT OF	00165006510	CA ST REGLTRY-JULY	0.00	46.16
1011	95441	07/25/19	1458	THE UNIFORM SPECIALIST	00160006120	POLOS-	0.00	108.23
1011	95442	07/25/19	3242	VAN DYKE LANDSCAPE ARCHI	45994386510	REISSUE CHK#95097	0.00	3,670.00
1011	95443	07/25/19	3769	RIMG VISKANTA	00150005200	MILEAGE-04/15-06/06	0.00	71.11
1011	95443	07/25/19	3769	RIMG VISKANTA	00150005200	MILEAGE-04/15-06/06	0.00	-71.11
1011	95443	07/25/19	3769	RIMG VISKANTA	00150005200	MILEAGE-04/15-06/06	0.00	71.11
TOTAL CHECK							0.00	71.11
1011	95444	08/01/19	2137	AFLAC	001	JULY 19	0.00	895.40
1011	95445	08/01/19	5317	AGIT GLOBAL NORTH AMERIC	25560006180	12-JR GRD BODYBOARD	0.00	271.28
1011	95446	08/01/19	4452	ALL THE KING'S FLAGS	00165006530	POW/MIA/US/CSB FLAGS	0.00	265.22
1011	95446	08/01/19	4452	ALL THE KING'S FLAGS	00165006570	POW/MIA/US/CSB FLAGS	0.00	265.23
TOTAL CHECK							0.00	530.45
1011	95447	08/01/19	5742	AMANDA MARKS	001	RFND-FCCC 02/15/20	0.00	1,344.20
1011	95447	08/01/19	5742	AMANDA MARKS	001	RFND-FCCC 02/15/20	0.00	156.39
TOTAL CHECK							0.00	1,500.59
1011	95448	08/01/19	1122	APPLE ONE, INC	00150005150	TEMP HELP PE07/06/19	0.00	216.24
1011	95448	08/01/19	1122	APPLE ONE, INC	00150005150	TEMP HELP PE07/13/19	0.00	256.52
TOTAL CHECK							0.00	472.76
1011	95449	08/01/19	4832	AT&T CALNET 3	00160006150	9391012275 5/24-6/23	0.00	164.69
1011	95450	08/01/19	2424	BJ'S RENTALS	00165006560	TILLER	0.00	89.81
1011	95456	08/01/19	1914	US BANK	001	ENRGY SYMP-WADE-6/21	0.00	-185.00
1011	95456	08/01/19	1914	US BANK	00150005150	BACH SUPPORT	0.00	-95.55
1011	95456	08/01/19	1914	US BANK	00150005150	ERGO SEAT CUSHION	0.00	-60.49
1011	95456	08/01/19	1914	US BANK	00150005150	FILES	0.00	-45.24
1011	95456	08/01/19	1914	US BANK	00150005150	BACK SUPPORT	0.00	-40.72
1011	95456	08/01/19	1914	US BANK	00150005150	PACKING TAPE	0.00	-29.08
1011	95456	08/01/19	1914	US BANK	00160006120	HOSE COUPLER	0.00	-7.32
1011	95456	08/01/19	1914	US BANK	00160006120	DRILL BITS	0.00	4.44
1011	95456	08/01/19	1914	US BANK	00160006170	BRUSHES	0.00	7.51
1011	95456	08/01/19	1914	US BANK	00160006170	FOLDERS	0.00	7.53
1011	95456	08/01/19	1914	US BANK	25560006180	CORD PLUGS	0.00	7.95
1011	95456	08/01/19	1914	US BANK	00165006570	CH WATER COOLER	0.00	7.98
1011	95456	08/01/19	1914	US BANK	00165006530	PWI WATER	0.00	8.38
1011	95456	08/01/19	1914	US BANK	00150005450	HOSTING DOMAINS-MAY	0.00	9.95
1011	95456	08/01/19	1914	US BANK	25560006180	HARDWARE/BUCKET	0.00	10.21
1011	95456	08/01/19	1914	US BANK	00150005250	CLOSED SESSION-5/22	0.00	10.50
1011	95456	08/01/19	1914	US BANK	00150005200	CLOSED SESSION-6/12	0.00	11.00

PENTAMATION
DATE: 08/12/2019
TIME: 09:34:34

CITY OF SOLANA BEACH, CA
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 19
ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	95456	08/01/19	1914	US BANK	00150005250	CLOSED SESSION-6/12	0.00	12.00
1011	95456	08/01/19	1914	US BANK	25560006180	INSULATED MUG FOR ICE	0.00	12.95
1011	95456	08/01/19	1914	US BANK	00150005200	CLOSED SESSION-5/22	0.00	12.99
1011	95456	08/01/19	1914	US BANK	00160006120	PRIME MEMBERSHIP	0.00	14.00
1011	95456	08/01/19	1914	US BANK	00160006120	2 HOSE COUPLERS	0.00	14.85
1011	95456	08/01/19	1914	US BANK	00150005150	BATTERIES	0.00	15.34
1011	95456	08/01/19	1914	US BANK	00150005400	IT PANEL COFFEE	0.00	15.50
1011	95456	08/01/19	1914	US BANK	00160006120	HINGES/BOLTS/WSHRS	0.00	16.02
1011	95456	08/01/19	1914	US BANK	00160006170	LIGHT BULBS	0.00	17.13
1011	95456	08/01/19	1914	US BANK	00150005400	IT PANEL SNACKS	0.00	17.65
1011	95456	08/01/19	1914	US BANK	00150005100	SCHL REL MTG-COFFEE	0.00	17.95
1011	95456	08/01/19	1914	US BANK	00160006170	TONER	0.00	18.99
1011	95456	08/01/19	1914	US BANK	25560006180	ROPE/STORAGE BIN/WSHR	0.00	19.29
1011	95456	08/01/19	1914	US BANK	00165006510	APWA LNCH-GOLDBRG-6/7	0.00	20.00
1011	95456	08/01/19	1914	US BANK	00160006120	CNNCTR/SEALR/BLADES	0.00	23.03
1011	95456	08/01/19	1914	US BANK	00160006140	NOV NOTICE CERT MAIL	0.00	23.07
1011	95456	08/01/19	1914	US BANK	00160006120	CLR REMOVER	0.00	24.65
1011	95456	08/01/19	1914	US BANK	00160006170	OIL	0.00	25.59
1011	95456	08/01/19	1914	US BANK	00170007110	ART CRMNY REFRESHMNTS	0.00	25.85
1011	95456	08/01/19	1914	US BANK	00170007110	MEMORY CARD	0.00	26.93
1011	95456	08/01/19	1914	US BANK	00170007110	MEM DAY REFRESHMNTS	0.00	27.88
1011	95456	08/01/19	1914	US BANK	001	REIMBURS CHRG-POUNEH	0.00	32.47
1011	95456	08/01/19	1914	US BANK	00165006570	LIGHT WALL MOUNT-CH	0.00	32.76
1011	95456	08/01/19	1914	US BANK	00165006510	ENG LCH-GLDBG/MO-6/12	0.00	33.08
1011	95456	08/01/19	1914	US BANK	00165006560	SEASCAPE STRS LIGHT	0.00	34.36
1011	95456	08/01/19	1914	US BANK	00150005150	TABLE MAT	0.00	37.96
1011	95456	08/01/19	1914	US BANK	00150005150	ERGO SEAT CUSHION	0.00	38.99
1011	95456	08/01/19	1914	US BANK	001	ENGY SYMP-BEC/HEG6/21	0.00	40.40
1011	95456	08/01/19	1914	US BANK	00160006170	BATTERIES	0.00	40.88
1011	95456	08/01/19	1914	US BANK	25560006180	JG PATCHES	0.00	41.94
1011	95456	08/01/19	1914	US BANK	00160006170	CABL TIES/TPE/HOOK	0.00	42.92
1011	95456	08/01/19	1914	US BANK	00160006120	ODOR ELIMINATOR	0.00	43.09
1011	95456	08/01/19	1914	US BANK	00160006120	CORD/PINS	0.00	43.77
1011	95456	08/01/19	1914	US BANK	25560006180	7 STORAGE BINS	0.00	44.06
1011	95456	08/01/19	1914	US BANK	00150005150	FOLDERS	0.00	44.80
1011	95456	08/01/19	1914	US BANK	00160006140	ESCAPE-OIL/FILTER	0.00	45.37
1011	95456	08/01/19	1914	US BANK	00150005150	TAPE/DIVIDERS/BINDERS	0.00	46.94
1011	95456	08/01/19	1914	US BANK	00170007110	MEM DAY DECORATIONS	0.00	47.32
1011	95456	08/01/19	1914	US BANK	00150005150	COLOR PAPER	0.00	47.58
1011	95456	08/01/19	1914	US BANK	00160006170	NOZZLE/HOSE	0.00	48.00
1011	95456	08/01/19	1914	US BANK	00160006170	TRAILER PARTS	0.00	50.56
1011	95456	08/01/19	1914	US BANK	00155005550	2019 CEQA BOOKS	0.00	51.10
1011	95456	08/01/19	1914	US BANK	00150005150	PENS/POSTIT/MAGNIF	0.00	53.20
1011	95456	08/01/19	1914	US BANK	00150005300	CSFMO-WONG/THAYR-6/17	0.00	60.00
1011	95456	08/01/19	1914	US BANK	00160006140	DOOR HANGERS	0.00	60.56
1011	95456	08/01/19	1914	US BANK	00160006120	CAR WASH/TUMBLERS	0.00	63.49
1011	95456	08/01/19	1914	US BANK	00160006170	DRY ERASE/SHARPIE	0.00	63.64
1011	95456	08/01/19	1914	US BANK	00150005450	SMRT CTY-RIMGA-6/11	0.00	65.00
1011	95456	08/01/19	1914	US BANK	00150005300	SCANNER CLEANER	0.00	67.63
1011	95456	08/01/19	1914	US BANK	00150005150	ERGO SEAT CUSHION	0.00	69.98
1011	95456	08/01/19	1914	US BANK	25560006180	TENT CHANGING RMS (3)	0.00	71.07
1011	95456	08/01/19	1914	US BANK	00160006170	3 BROOMS	0.00	74.32

PENTAMATION
 DATE: 08/12/2019
 TIME: 09:34:34

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 20
 ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
 ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	95456	08/01/19	1914	US BANK	00150005450	CONSTANT CONTACT-JUN	0.00	75.00
1011	95456	08/01/19	1914	US BANK	00170007110	LG CEREMONY SCISSORS	0.00	75.29
1011	95456	08/01/19	1914	US BANK	00150005100	CLOSED SESSION-5/22	0.00	80.55
1011	95456	08/01/19	1914	US BANK	00150005400	FLOWERS-STOEFFEN	0.00	80.79
1011	95456	08/01/19	1914	US BANK	00150005150	COUNCIL MTG SUPPLIES	0.00	81.54
1011	95456	08/01/19	1914	US BANK	00150005400	IT PANEL LUNCH	0.00	82.44
1011	95456	08/01/19	1914	US BANK	00150005150	ORGANIZERS/BRUSH	0.00	82.50
1011	95456	08/01/19	1914	US BANK	00150005150	BATTERIES/FOLDRS/PADS	0.00	82.59
1011	95456	08/01/19	1914	US BANK	00150005150	WATER COOLER CUPS	0.00	84.26
1011	95456	08/01/19	1914	US BANK	25560006180	PIZZAS-JG TRAINING	0.00	85.21
1011	95456	08/01/19	1914	US BANK	00150005100	CLOSED SESSION-6/12	0.00	85.21
1011	95456	08/01/19	1914	US BANK	00160006170	BROOM/BLTS/HOOK/WSHR	0.00	88.10
1011	95456	08/01/19	1914	US BANK	00160006170	TONER	0.00	106.77
1011	95456	08/01/19	1914	US BANK	25560006180	TONER/PENS/CLIPBRDS	0.00	111.56
1011	95456	08/01/19	1914	US BANK	00160006170	MEETING REFRESHMNTS	0.00	141.14
1011	95456	08/01/19	1914	US BANK	25560006180	TOTE/25 STORAGE BINS	0.00	142.06
1011	95456	08/01/19	1914	US BANK	00155005550	ENVIR PROF-TWADE-DUES	0.00	150.00
1011	95456	08/01/19	1914	US BANK	00165006560	FCP BINOCULARS MAINT	0.00	155.00
1011	95456	08/01/19	1914	US BANK	00160006170	DIRECTOR CHAIRS	0.00	157.83
1011	95456	08/01/19	1914	US BANK	25560006180	JG BQT 1-CHAIRS/TABLE	0.00	185.00
1011	95456	08/01/19	1914	US BANK	25560006180	JG BQT 2-CHAIRS/TABLE	0.00	185.00
1011	95456	08/01/19	1914	US BANK	25560006180	2 TENTS	0.00	193.93
1011	95456	08/01/19	1914	US BANK	00160006170	SURF HELMET	0.00	220.62
1011	95456	08/01/19	1914	US BANK	25560006180	BALLS/SUNSCRN/LADDER	0.00	221.27
1011	95456	08/01/19	1914	US BANK	00160006170	JET SKI SUPPLIES	0.00	222.66
1011	95456	08/01/19	1914	US BANK	00170007110	MEM DAY REFRESHMNTS	0.00	247.98
1011	95456	08/01/19	1914	US BANK	00160006170	12 MS HATS	0.00	258.47
1011	95456	08/01/19	1914	US BANK	00150005150	DIVIDERS	0.00	259.61
1011	95456	08/01/19	1914	US BANK	00160006170	UNIFORM EMBROIDERY	0.00	264.00
1011	95456	08/01/19	1914	US BANK	00160006170	2 BINOCULAR REPAIR	0.00	271.62
1011	95456	08/01/19	1914	US BANK	001	FNT DSK-EGGM/WDE-9/11	0.00	298.00
1011	95456	08/01/19	1914	US BANK	00160006120	BAGS/CLNR/DTRGNT/TWLS	0.00	341.45
1011	95456	08/01/19	1914	US BANK	00160006170	BINOCULAR-NEW	0.00	397.60
1011	95456	08/01/19	1914	US BANK	00160006170	F-150 REKEY	0.00	450.00
1011	95456	08/01/19	1914	US BANK	00160006170	23 MS HATS	0.00	495.40
1011	95456	08/01/19	1914	US BANK	00150005150	TRN MMBRSH-P-IVEY	0.00	499.00
1011	95456	08/01/19	1914	US BANK	00150005150	TRN MMBRSH-P-BAVIN	0.00	499.00
1011	95456	08/01/19	1914	US BANK	001	LCC-WADE-10/16	0.00	550.00
1011	95456	08/01/19	1914	US BANK	001	LCC-BECKER-10/16	0.00	550.00
1011	95456	08/01/19	1914	US BANK	00160006120	66 TSHIRTS	0.00	743.00
1011	95456	08/01/19	1914	US BANK	00160006120	FIRE CODE BOOKS	0.00	1,317.54
1011	95456	08/01/19	1914	US BANK	00165006560	2 BINOCULARS W/ STNDS	0.00	2,389.00
TOTAL CHECK							0.00	14,568.94
1011	95457	08/01/19	5051	CINTAS CORPORATION NO. 2	00165006570	FIRST AID SUPPLY-PW	0.00	51.07
1011	95457	08/01/19	5051	CINTAS CORPORATION NO. 2	00165006570	FIRST AID SUPPLY-CH	0.00	89.89
TOTAL CHECK							0.00	140.96
1011	95458	08/01/19	1295	CITY OF DEL MAR	00150005450	IT MAINT SUPPORT-JUN	0.00	2,175.00
1011	95459	08/01/19	5336	COLANTUONO, HIGHSMITH, &	65278007820	SDCOE CONSORTIUM-JAN	0.00	12.75

PENTAMATION
 DATE: 08/12/2019
 TIME: 09:34:34

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 21
 ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
 ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	95460	08/01/19	5483	CRUST SB LLC	25560006180	JR GUARD BANQUET #1	0.00	1,900.00
1011	95461	08/01/19	213	DEPARTMENT OF TRANSPORTA	00165006540	MAINT 04/19-06/19	0.00	729.58
1011	95461	08/01/19	213	DEPARTMENT OF TRANSPORTA	00165006540	ELECT 04/19-06/19	0.00	525.29
TOTAL CHECK								
1011	95462	08/01/19	134	DIXIELINE LUMBER CO INC	00165006560	OUTLT CVR/COUPLING	0.00	6.77
1011	95462	08/01/19	134	DIXIELINE LUMBER CO INC	00165006570	QUAD WINDOW	0.00	8.59
1011	95462	08/01/19	134	DIXIELINE LUMBER CO INC	00165006570	FLEXALL PATCH	0.00	12.40
1011	95462	08/01/19	134	DIXIELINE LUMBER CO INC	00165006570	POWER STRIP/DUCT TAPE	0.00	27.99
1011	95462	08/01/19	134	DIXIELINE LUMBER CO INC	00165006570	TRANSFORMER W/TIMER	0.00	44.60
1011	95462	08/01/19	134	DIXIELINE LUMBER CO INC	00165006560	URINAL KIT	0.00	79.16
TOTAL CHECK								
1011	95463	08/01/19	5543	DOMUSSTUDIO ARCHITECTURE	45094496510	9449.01 MS CNTR-JUN	0.00	9,445.00
1011	95464	08/01/19	5610	ERGOSTOP INC.	12050005460	DEPT-FIN STND DESKS	0.00	1,139.91
1011	95465	08/01/19	1985	EXTERIOR PRODUCTS INC	00170007100	60 HORSE RACE BANNER	0.00	3,000.00
1011	95465	08/01/19	1985	EXTERIOR PRODUCTS INC	00170007100	45 REPLCMNT BRKTS	0.00	2,181.60
1011	95465	08/01/19	1985	EXTERIOR PRODUCTS INC	00170007100	TAX	0.00	169.07
TOTAL CHECK								
1011	95466	08/01/19	4601	FIREWATCH	00165006570	INSPCT SPRNKL-R	0.00	155.11
1011	95467	08/01/19	2873	GEOPACIFICA, INC	45994506510	9450.10 STRMDRN-03-04	0.00	2,885.00
1011	95467	08/01/19	2873	GEOPACIFICA, INC	45994506510	9450.10 STRM DRN-6/30	0.00	3,894.60
TOTAL CHECK								
1011	95468	08/01/19	1075	IRON MOUNTAIN	00150005150	RECORDS STRG-JUL	0.00	608.22
1011	95469	08/01/19	4165	KANE BALLMER & BERKMAN	00150005250	NTCD PROF SVC PE 6/30	0.00	1,740.00
1011	95470	08/01/19	2287	KOPPEL & GRUBER PUBLIC F	20875007580	CRT FEE ASSESSMENT	0.00	2,300.00
1011	95470	08/01/19	2287	KOPPEL & GRUBER PUBLIC F	20875007580	CRT FEE ASSESSMENT	0.00	346.02
1011	95470	08/01/19	2287	KOPPEL & GRUBER PUBLIC F	21100007600	ST LGHT FEE ASSESMNT	0.00	632.52
TOTAL CHECK								
1011	95471	08/01/19	2102	LEGAL SHIELD CORP	001	PPD LEGAL-JULY 19	0.00	64.75
1011	95472	08/01/19	902	LORMAN EDUCATION SERVICE	00150005300	IRS 1099 RPRT-THAYER	0.00	205.75
1011	95473	08/01/19	4738	MEDICAL EYE SERVICES	00150005400	ROUNDING-JULY 19	0.00	-0.24
1011	95473	08/01/19	4738	MEDICAL EYE SERVICES	001	EE -JULY 19	0.00	11.29
1011	95473	08/01/19	4738	MEDICAL EYE SERVICES	001	EE -JULY 19	0.00	29.14
1011	95473	08/01/19	4738	MEDICAL EYE SERVICES	001	VISION JULY 19	0.00	443.83
1011	95473	08/01/19	4738	MEDICAL EYE SERVICES	00150005400	ROUNDING JUNE 19	0.00	-0.38
1011	95473	08/01/19	4738	MEDICAL EYE SERVICES	00150005400	ROUNDING JUNE 19	0.00	-0.20
1011	95473	08/01/19	4738	MEDICAL EYE SERVICES	001	ROUNDING JUNE 19	0.00	0.20
1011	95473	08/01/19	4738	MEDICAL EYE SERVICES	001	ROUNDING JUNE 19	0.00	0.38
TOTAL CHECK								

PENTAMATION
 DATE: 08/12/2019
 TIME: 09:34:34

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 22
 ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
 ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	95474	08/01/19	5549	MICHAEL BAKER INTERNATIO	22893826510	9382.03 LSF CORR-III	0.00	13,569.59
1011	95475	08/01/19	2106	MIKHAIL OGAWA ENGINEERIN	00165006520	JURMP-JUN	0.00	6,804.39
1011	95476	08/01/19	5732	MONIQUE MAGDALENO	001	RFND-FCCC 6/29/19	0.00	500.00
1011	95477	08/01/19	191	NAPA AUTO PARTS INC	00165006530	WW SOLV	0.00	4.29
1011	95477	08/01/19	191	NAPA AUTO PARTS INC	00165006530	BATTERY	0.00	159.92
TOTAL CHECK							0.00	164.21
1011	95478	08/01/19	4522	NISSHO OF CALIFORNIA	00165006560	REPLACED SPRINKLERS	0.00	171.23
1011	95478	08/01/19	4522	NISSHO OF CALIFORNIA	00165006560	SOLENOID REPLACED	0.00	251.46
1011	95478	08/01/19	4522	NISSHO OF CALIFORNIA	00165006560	POC REPAIRS	0.00	916.84
1011	95478	08/01/19	4522	NISSHO OF CALIFORNIA	00165006560	LC PARK REPAIRS	0.00	1,021.05
1011	95478	08/01/19	4522	NISSHO OF CALIFORNIA	00165006530	STREET LNDSCP SVC-FEB	0.00	3,013.10
1011	95478	08/01/19	4522	NISSHO OF CALIFORNIA	00165006530	STREET LNDSCP SVC-APR	0.00	3,013.11
1011	95478	08/01/19	4522	NISSHO OF CALIFORNIA	00165006560	PRKS LNDSCP SVC-FEB	0.00	16,646.14
1011	95478	08/01/19	4522	NISSHO OF CALIFORNIA	00165006560	PRKS LNDSCP SVC-APR	0.00	24,710.14
1011	95478	08/01/19	4522	NISSHO OF CALIFORNIA	00165006570	PUBFAC LNDSCP SVC-FEB	0.00	3,705.02
1011	95478	08/01/19	4522	NISSHO OF CALIFORNIA	20375007510	MID#33 LNDSCP SVC-FEB	0.00	2,373.75
1011	95478	08/01/19	4522	NISSHO OF CALIFORNIA	20875007580	CRT LNDSCP SVC-FEB	0.00	2,499.49
1011	95478	08/01/19	4522	NISSHO OF CALIFORNIA	20875007580	CRT LNDSCP SVC-APR	0.00	13,035.84
1011	95478	08/01/19	4522	NISSHO OF CALIFORNIA	00165006570	PUBFAC LNDSCP SVC-APR	0.00	4,051.86
1011	95478	08/01/19	4522	NISSHO OF CALIFORNIA	20375007510	MID#33 LNDSCP SVC-APR	0.00	5,914.72
TOTAL CHECK							0.00	81,323.75
1011	95479	08/01/19	5146	REGINA OCHOA	12050005460	2019 GYM REIMB	0.00	280.00
1011	95480	08/01/19	50	OFFICE DEPOT INC	00150005350	LABLS/HANG FLDRS/CLPS	0.00	55.02
1011	95481	08/01/19	4767	PARTNERSHIPS WITH INDUST	00165006550	TRASH ABTMNT PE 06/30	0.00	706.22
1011	95481	08/01/19	4767	PARTNERSHIPS WITH INDUST	00165006570	TRASH ABTMNT PE 06/30	0.00	706.22
TOTAL CHECK							0.00	1,412.44
1011	95482	08/01/19	5560	JOSEPH PENNELL	001	DVE SKILLS-PENNELL	0.00	-365.00
1011	95482	08/01/19	5560	JOSEPH PENNELL	001	DVE SKILLS-PENNELL	0.00	-350.00
1011	95482	08/01/19	5560	JOSEPH PENNELL	25560006180	MED DIVE-PENNELL	0.00	350.00
1011	95482	08/01/19	5560	JOSEPH PENNELL	00160006170	DIVE RESCUE-PENNELL	0.00	375.00
1011	95482	08/01/19	5560	JOSEPH PENNELL	25560006180	DVE SKILLS-PENNELL	0.00	403.86
1011	95482	08/01/19	5560	JOSEPH PENNELL	001	DVE RSCUE-PENNELL	0.00	-375.00
TOTAL CHECK							0.00	38.86
1011	95483	08/01/19	1087	PREFERRED BENEFIT INS AD	001	DENTAL-JULY 19	0.00	2,453.30
1011	95483	08/01/19	1087	PREFERRED BENEFIT INS AD	00150005400	ADMIN FEE-JULY 19	0.00	4.50
TOTAL CHECK							0.00	2,457.80
1011	95484	08/01/19	1008	PSC, LLC	00165006520	HHW-JUN	0.00	1,385.20
1011	95485	08/01/19	2260	REDFLEX TRAFFIC SYSTEMS,	00165006540	RED LIGHT CAMERA-JUN	0.00	7,158.00
1011	95486	08/01/19	5744	ROLF OLSEN	25055005570	CNCRT COVE-08/01/19	0.00	300.00

PENTAMATION
 DATE: 08/12/2019
 TIME: 09:34:34

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 23
 ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
 ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	95487	08/01/19	257	SAN DIEGO COUNTY SHERIFF	001	CR TOW FEE-JUNE 19	0.00	-492.39
1011	95487	08/01/19	257	SAN DIEGO COUNTY SHERIFF	00160006110	LAW ENFORCEMENT-JUN	0.00	340,522.58
1011	95487	08/01/19	257	SAN DIEGO COUNTY SHERIFF	21960006110	LAW ENFORCEMENT-JUN	0.00	7,720.42
TOTAL CHECK							0.00	347,750.61
1011	95488	08/01/19	3804	SCOTT MICHAEL INC	45994506510	9450.09 STRMDRN-05/31	0.00	72.28
1011	95488	08/01/19	3804	SCOTT MICHAEL INC	45994506510	9450.09STMDNRTN-05/31	0.00	2,052.22
1011	95488	08/01/19	3804	SCOTT MICHAEL INC	22894506510	9450.09 STRMDRN-05/31	0.00	38,920.00
1011	95488	08/01/19	3804	SCOTT MICHAEL INC	459	9450.09STMDNRTN-05/31	0.00	-2,052.22
TOTAL CHECK							0.00	38,992.28
1011	95489	08/01/19	169	SDG&E CO INC	00165006570	UTILITIES-05/31-07/09	0.00	2,395.63
1011	95489	08/01/19	169	SDG&E CO INC	20375007510	UTILITES-06/05-07/09	0.00	2,545.29
1011	95489	08/01/19	169	SDG&E CO INC	00165006570	UTILITIES-06/05-07/09	0.00	5,908.72
1011	95489	08/01/19	169	SDG&E CO INC	21100007600	UTILITIES-05/31-07/09	0.00	6,594.68
1011	95489	08/01/19	169	SDG&E CO INC	00165006540	UTILITIES-05/31-07/09	0.00	465.28
1011	95489	08/01/19	169	SDG&E CO INC	00165006530	UTILITIES-05/31-07/09	0.00	505.11
1011	95489	08/01/19	169	SDG&E CO INC	00165006530	UTILITES-06/05-07/09	0.00	810.48
1011	95489	08/01/19	169	SDG&E CO INC	00165006540	UTILITES-06/05-07/09	0.00	891.39
TOTAL CHECK							0.00	20,116.58
1011	95490	08/01/19	4281	SIEMENS INDUSTRY, INC	00165006540	TRAFFIC SGNL MNT-JUN	0.00	993.92
1011	95490	08/01/19	4281	SIEMENS INDUSTRY, INC	00165006540	TRAFFIC CALL OUT-JUN	0.00	236.11
1011	95490	08/01/19	4281	SIEMENS INDUSTRY, INC	21100007600	ST LIGHT REPAIR-JUN	0.00	2,588.75
TOTAL CHECK							0.00	3,818.78
1011	95491	08/01/19	5743	STANDARD PLUMBING SUPPLY	00165006570	GARBAGE DISPOSER-CH	0.00	203.65
1011	95492	08/01/19	4840	STC TRAFFIC, INC	00165006540	ONCALL TRFFC-JUN	0.00	1,465.00
1011	95493	08/01/19	5704	THE HOME DEPOT PRO	00165006570	TOILET PAPER	0.00	-126.90
1011	95493	08/01/19	5704	THE HOME DEPOT PRO	00165006570	PAPER TOWELS	0.00	87.92
1011	95493	08/01/19	5704	THE HOME DEPOT PRO	00165006570	TOILET PAPER	0.00	144.92
1011	95493	08/01/19	5704	THE HOME DEPOT PRO	00165006560	PAPER TOWELS	0.00	145.03
TOTAL CHECK							0.00	250.97
1011	95494	08/01/19	4534	TRAFFIC SUPPLY, INC	00165006540	STOP/SLOW PADDLE	0.00	186.06
1011	95494	08/01/19	4534	TRAFFIC SUPPLY, INC	00165006540	NO PARKING/RED PAINT	0.00	793.92
TOTAL CHECK							0.00	979.98
1011	95495	08/01/19	30	VERIZON WIRELESS-SD	00165006520	PW CELL 06/02-07/01	0.00	5.31
1011	95495	08/01/19	30	VERIZON WIRELESS-SD	21100007600	PW CELL 06/02-07/01	0.00	5.31
1011	95495	08/01/19	30	VERIZON WIRELESS-SD	50900007700	PW CELL 06/02-07/01	0.00	5.31
1011	95495	08/01/19	30	VERIZON WIRELESS-SD	00165006510	PW CELL 06/02-07/01	0.00	10.60
1011	95495	08/01/19	30	VERIZON WIRELESS-SD	00165006540	PW CELL 06/02-07/01	0.00	10.61
1011	95495	08/01/19	30	VERIZON WIRELESS-SD	00165006560	PW CELL 06/02-07/01	0.00	10.61
1011	95495	08/01/19	30	VERIZON WIRELESS-SD	00165006530	PW CELL 06/02-07/01	0.00	15.92
TOTAL CHECK							0.00	63.67
1011	95496	08/01/19	2823	WELLS FARGO BANK	67385008530	ADMIN FEE 07/19-07/20	0.00	450.00
1011	95497	08/01/19	4503	WESS TRANSPORTATION SERV	25570007110	CAMP FLD TRP-07/09	0.00	440.94

PENTAMATION
DATE: 08/12/2019
TIME: 09:34:34

CITY OF SOLANA BEACH, CA
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 24
ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	95498	08/01/19	5594	WEX BANK	00160006120	AUTO FUEL-JUNE	0.00	1,645.98
1011	95498	08/01/19	5594	WEX BANK	00160006120	CR EXEMPT TAX	0.00	-99.40
TOTAL CHECK								1,546.58
1011	95499	08/01/19	2189	WILLDAN	67385008530	MAR UG DEMAND LTR	0.00	15.55
1011	95499	08/01/19	2189	WILLDAN	67185008510	BRB/GRN DEMAND LTR	0.00	46.65
1011	95499	08/01/19	2189	WILLDAN	67285008520	PAC UG DEMAND LTR	0.00	61.10
TOTAL CHECK								123.30
1011	95500	08/08/19	2906	ACE UNIFORMS & ACCESSORI	25560006180	SEWINGS (20)	0.00	108.25
1011	95501	08/08/19	5317	AGIT GLOBAL NORTH AMERIC	25560006180	SURF FIN (4)	0.00	60.00
1011	95502	08/08/19	1694	ALERT-ALL CORP	00160006120	FIRE HATS	0.00	270.31
1011	95503	08/08/19	4832	AT&T CALNET 3	00160006170	9391019469 REFND ADJ	0.00	-175.39
1011	95503	08/08/19	4832	AT&T CALNET 3	00160006170	9391019469 5/20-6/19	0.00	21.16
1011	95503	08/08/19	4832	AT&T CALNET 3	00160006170	9391019469 4/20-05/19	0.00	21.30
1011	95503	08/08/19	4832	AT&T CALNET 3	00160006170	9391019469 7/20-8/19	0.00	146.88
TOTAL CHECK								13.95
1011	95504	08/08/19	5320	BAYSHORE CONSULTING GROU	55000007750	CCA PROF SVC-JUN	0.00	4,251.29
1011	95505	08/08/19	5029	BILL SMITH FOREIGN CAR S	25560006180	TOCOMA-OIL/FILTER	0.00	50.97
1011	95506	08/08/19	3069	JOSHUA BLEA	00165006530	MILEAGE-07/20-07/21	0.00	29.00
1011	95506	08/08/19	3069	JOSHUA BLEA	00165006560	MILEAGE-07/20-07/21	0.00	29.00
1011	95506	08/08/19	3069	JOSHUA BLEA	00165006570	MILEAGE-07/20-07/21	0.00	29.00
TOTAL CHECK								87.00
1011	95507	08/08/19	263	BOOT WORLD, INC.	00165006530	BOOTS-PUBLIC WORKS	0.00	150.00
1011	95507	08/08/19	263	BOOT WORLD, INC.	00165006560	BOOTS-PUBLIC WORKS	0.00	150.00
TOTAL CHECK								300.00
1011	95508	08/08/19	3480	BUSINESS PRINTING COMPAN	00160006120	BUS CARD-R. FORD	0.00	109.44
1011	95509	08/08/19	101	CAMEO PAPER & JANITORIAL	00160006170	TOWELS/TISSUE	0.00	117.61
1011	95509	08/08/19	101	CAMEO PAPER & JANITORIAL	00160006170	LINERS	0.00	42.62
TOTAL CHECK								160.23
1011	95510	08/08/19	5635	CREST EQUIPMENT, INC.	45994506510	9450.10 EMRG DRN RPR	0.00	1,280.82
1011	95510	08/08/19	5635	CREST EQUIPMENT, INC.	45994506510	9450.10 EMRG DRN RPR	0.00	71,491.50
TOTAL CHECK								72,772.32
1011	95511	08/08/19	4898	STEVEN DENYES	25055005570	CONCERT-08/08	0.00	400.00
1011	95512	08/08/19	134	DIXIELINE LUMBER CO INC	00165006570	SAW BLADES	0.00	12.11
1011	95512	08/08/19	134	DIXIELINE LUMBER CO INC	00165006570	SCREW/BIT	0.00	13.85
1011	95512	08/08/19	134	DIXIELINE LUMBER CO INC	00165006570	TOILET REPAIR KIT	0.00	21.91
1011	95512	08/08/19	134	DIXIELINE LUMBER CO INC	00165006570	BOLTS/BOWL WAX	0.00	23.62
1011	95512	08/08/19	134	DIXIELINE LUMBER CO INC	00165006560	FLEX COUPLING/CEMENT	0.00	26.70

PENTAMATION
 DATE: 08/12/2019
 TIME: 09:34:34

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 25
 ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
 ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	95512	08/08/19	134	DIXIELINE LUMBER CO INC	00165006570	BATTERIES/OIL/BLR DRN	0.00	37.84
1011	95512	08/08/19	134	DIXIELINE LUMBER CO INC	00165006570	RACHET/SOCKET	0.00	45.63
1011	95512	08/08/19	134	DIXIELINE LUMBER CO INC	00165006570	LUMBER/SCREWS	0.00	411.24
TOTAL CHECK								592.90
1011	95513	08/08/19	2127	ALLIANT INSURANCE SERVIC	12050005460	IRON MIKE - COSB	0.00	286.00
1011	95513	08/08/19	2127	ALLIANT INSURANCE SERVIC	001	IRON MIKE - SBLG	0.00	286.00
TOTAL CHECK								572.00
1011	95514	08/08/19	269	DUDEK & ASSOCIATES INC.	50998336510	9833 PUMP STN-PE06/28	0.00	3,972.31
1011	95515	08/08/19	5748	ERIKA REINERS	00150005400	LIVESCAN-REINERS	0.00	25.00
1011	95516	08/08/19	321	GOLDEN TELECOM, INC.	00160006170	MS PHONE SYS MAINT	0.00	375.00
1011	95517	08/08/19	391	REGIONAL TRAINING CENTER	00150005400	FY20 EE RL TNS CNSRTM	0.00	705.00
1011	95518	08/08/19	3109	GRANT FLETCHER	001	RFND: FCCC 07/28	0.00	500.00
1011	95519	08/08/19	11	ICMA RETIREMENT TRUST-45	001	ICMA 08/08/19	0.00	7,559.21
1011	95519	08/08/19	11	ICMA RETIREMENT TRUST-45	001	ICMA PD 08/09/19	0.00	11,363.37
TOTAL CHECK								18,922.58
1011	95520	08/08/19	3859	ICMA RETIREMENT TRUST-RH	001	ICMA PD 08/09/19	0.00	2,077.31
1011	95521	08/08/19	5098	JOSE GARCIA	00165006560	MILEAGE-07/28/19	0.00	37.12
1011	95522	08/08/19	172	LEE'S LOCK & SAFE INC	00165006570	6 PADLOCKS/CYLINDERS	0.00	121.35
1011	95523	08/08/19	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 06/30/19	0.00	35.00
1011	95523	08/08/19	1130	MCDUGAL LOVE ECKIS SMIT	12050005460	CLM.1903 PROF SVC-JUN	0.00	52.50
1011	95523	08/08/19	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	REDSTRCT PE 06/30/19	0.00	70.00
1011	95523	08/08/19	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 06/30/19	0.00	140.00
1011	95523	08/08/19	1130	MCDUGAL LOVE ECKIS SMIT	55000007750	PROF SERV PE 06/30/19	0.00	262.50
1011	95523	08/08/19	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 06/30/19	0.00	770.00
1011	95523	08/08/19	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 06/30/19	0.00	1,127.00
1011	95523	08/08/19	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 06/30/19	0.00	3,493.56
1011	95523	08/08/19	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 06/30/19	0.00	5,500.00
1011	95523	08/08/19	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 06/30/19	0.00	9,407.82
TOTAL CHECK								20,858.38
1011	95524	08/08/19	5508	MERCHANTS BUILDING MAINT	00170007110	JANTRL SVC-03/15/19FC	0.00	75.00
1011	95524	08/08/19	5508	MERCHANTS BUILDING MAINT	00170007110	JANTRL SVC-05/24/19FC	0.00	75.00
1011	95524	08/08/19	5508	MERCHANTS BUILDING MAINT	00170007110	JANTRL SVC-6/8&6/9FC	0.00	150.00
TOTAL CHECK								300.00
1011	95525	08/08/19	5407	PJ CASTORENA, INC.	55000007750	CCA WKLY ENRL7/8&7/15	0.00	98.42
1011	95526	08/08/19	4486	ORIGINAL WATERMEN, INC	25560006180	26 JG BOARDSHORTS	0.00	784.42
1011	95527	08/08/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1717.37/607 N. CEDROS	0.00	250.00
1011	95527	08/08/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1719.01/4250 NORTH LN	0.00	250.00

PENTAMATION
DATE: 08/12/2019
TIME: 09:34:34

CITY OF SOLANA BEACH, CA
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 26
ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	95527	08/08/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1718.29/710 SOLANA	0.00	250.00
1011	95527	08/08/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1714.22/412 E. CLIFF	0.00	250.00
1011	95527	08/08/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1715.39/310 S. RIOS	0.00	250.00
1011	95527	08/08/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1716.10/216 OCEAN ST	0.00	250.00
1011	95527	08/08/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1717.05/425 S. RIOS	0.00	250.00
1011	95527	08/08/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1719.13/514 CANYON DR	0.00	375.00
TOTAL CHECK								2,125.00
1011	95528	08/08/19	5547	PRIMO INVESTIGATIONS	00150005400	BCKGRND CK-IT&FF/PM	0.00	1,400.00
1011	95529	08/08/19	187	SAN DIEGUITO TROPHY	00160006120	APPRECIATION PLAQUE	0.00	92.67
1011	95530	08/08/19	4230	SEBASTIANPHOTO.NET	00160006170	FY20 MS GRP PHOTO	0.00	150.00
1011	95531	08/08/19	1231	STAPLES CONTRACT & COMME	00150005300	MINI FILES	0.00	19.49
1011	95531	08/08/19	1231	STAPLES CONTRACT & COMME	00150005350	PENS	0.00	21.55
1011	95531	08/08/19	1231	STAPLES CONTRACT & COMME	00150005300	SCOTCH TAPE	0.00	32.08
1011	95531	08/08/19	1231	STAPLES CONTRACT & COMME	00150005300	DESK ORGANIZER	0.00	39.01
1011	95531	08/08/19	1231	STAPLES CONTRACT & COMME	00150005350	LAMINATED PAPER	0.00	50.36
1011	95531	08/08/19	1231	STAPLES CONTRACT & COMME	00155005550	BINDERS	0.00	67.65
1011	95531	08/08/19	1231	STAPLES CONTRACT & COMME	00150005300	AVERY TABS	0.00	97.21
1011	95531	08/08/19	1231	STAPLES CONTRACT & COMME	00150005400	COLOR TONER	0.00	148.12
1011	95531	08/08/19	1231	STAPLES CONTRACT & COMME	00150005300	PAPER CLIPS/BINDERS	0.00	402.57
1011	95531	08/08/19	1231	STAPLES CONTRACT & COMME	00150005350	FILE FOLDERS/PAPER	0.00	1,212.12
1011	95531	08/08/19	1231	STAPLES CONTRACT & COMME	00150005300	SCOTCH TAPE	0.00	-24.55
1011	95531	08/08/19	1231	STAPLES CONTRACT & COMME	00150005300	MOUSE PAD	0.00	8.19
1011	95531	08/08/19	1231	STAPLES CONTRACT & COMME	00160006120	PUSH PINS/CLEANER	0.00	14.31
1011	95531	08/08/19	1231	STAPLES CONTRACT & COMME	00150005300	ADDING MACHINE TAPE	0.00	15.41
1011	95531	08/08/19	1231	STAPLES CONTRACT & COMME	00160006120	WET ERASER	0.00	18.30
1011	95531	08/08/19	1231	STAPLES CONTRACT & COMME	00150005300	DRUM UNIT	0.00	45.78
1011	95531	08/08/19	1231	STAPLES CONTRACT & COMME	00150005300	TONER	0.00	184.23
TOTAL CHECK								2,351.83
1011	95532	08/08/19	2759	TRISTAR RISK MANAGEMENT	12550005465	FY19 CLAIMS SRVC-Q4	0.00	6,437.50
1011	95533	08/08/19	2097	UT SAN DIEGO - NRTH COUN	20293626510	9362.20-BID#2019-04	0.00	269.06
1011	V900038	06/27/19	13	SOLANA BEACH FIREFIGHTER	001	FD DUES PD 06/28/19	0.00	863.50
1011	V900039	07/11/19	4697	CATHERINE WONG	00150005400		0.00	775.00
1011	V900040	07/11/19	5527	PCL CONSTRUCTION INC.	509	9833 PMP STN RTN-JUN	0.00	-8,700.00
1011	V900040	07/11/19	5527	PCL CONSTRUCTION INC.	50998336510	9833 SB PMP STN-JUN	0.00	165,300.00
1011	V900040	07/11/19	5527	PCL CONSTRUCTION INC.	50998336510	9833 PMP STN RTN-JUN	0.00	8,700.00
TOTAL CHECK								165,300.00
1011	V900041	07/11/19	13	SOLANA BEACH FIREFIGHTER	001	FD DUES PD 07/12/19	0.00	863.50
1011	V900042	07/11/19	5019	TIFFANY WADE	00155005550	MILEAGE-1/01-06/30/19	0.00	23.78
1011	V900043	07/19/19	5504	ALL CITY MANAGEMENT SERV	001	CRSSNG GRD06/02-06/15	0.00	-4,278.56
1011	V900043	07/19/19	5504	ALL CITY MANAGEMENT SERV	001	CRSSNG GRD05/19-06/01	0.00	-3,315.88

PENTAMATION
 DATE: 08/12/2019
 TIME: 09:34:34

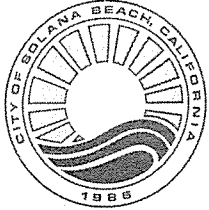
CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 27
 ACCTPA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20190622 00:00:00.000' and '20190809 00:00:00.000'
 ACCOUNTING PERIOD: 2/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	V900043	07/19/19	5504	ALL CITY MANAGEMENT SERV	001	CRSSNG GRD05/05-05/18	0.00	-3,182.18
1011	V900043	07/19/19	5504	ALL CITY MANAGEMENT SERV	00165006540	CRSSNG GRD05/05-05/18	0.00	1,713.48
1011	V900043	07/19/19	5504	ALL CITY MANAGEMENT SERV	00165006540	CRSSNG GRD05/19-06/01	0.00	1,785.48
1011	V900043	07/19/19	5504	ALL CITY MANAGEMENT SERV	00165006540	CRSSNG GRD05/05-05/18	0.00	3,182.18
1011	V900043	07/19/19	5504	ALL CITY MANAGEMENT SERV	00165006540	CRSSNG GRD05/19-06/01	0.00	3,315.88
1011	V900043	07/19/19	5504	ALL CITY MANAGEMENT SERV	00165006540	CRSSNG GRD06/02-06/15	0.00	2,303.84
1011	V900043	07/19/19	5504	ALL CITY MANAGEMENT SERV	00165006540	CRSSNG GRD06/02-06/15	0.00	4,278.56
1011	V900043	07/19/19	5504	ALL CITY MANAGEMENT SERV	001	CRSSNG GRD05/05-05/18	0.00	3,182.18
1011	V900043	07/19/19	5504	ALL CITY MANAGEMENT SERV	001	CRSSNG GRD05/19-06/01	0.00	3,315.88
1011	V900043	07/19/19	5504	ALL CITY MANAGEMENT SERV	001	CRSSNG GRD06/02-06/15	0.00	4,278.56
TOTAL CHECK							0.00	16,579.42
1011	V900044	07/25/19	5129	<u>KAYLA MOSHKI</u>	00170007100	MMASC MEMBRSHR RNWL	0.00	85.00
1011	V900044	07/25/19	5129	<u>KAYLA MOSHKI</u>	00170007100	CPRS MEMBRSHR RNWL	0.00	95.00
TOTAL CHECK							0.00	180.00
1011	V900045	07/25/19	13	SOLANA BEACH FIREFIGHTER	001	FD DUES PD 07/26/19	0.00	863.50
1011	V900046	08/01/19	1512	WELLS FARGO BANK N.A.	67285008520	PACIFC BND PRN 9/2/19	0.00	15,000.00
1011	V900046	08/01/19	1512	WELLS FARGO BANK N.A.	67185008510	BARB BND INT 9/2/19	0.00	30,023.76
1011	V900046	08/01/19	1512	WELLS FARGO BANK N.A.	67185008510	BARB BND PRN 9/2/19	0.00	45,000.00
1011	V900046	08/01/19	1512	WELLS FARGO BANK N.A.	67285008520	PACIFC BND INT 9/2/19	0.00	10,091.26
1011	V900046	08/01/19	1512	WELLS FARGO BANK N.A.	671	LSS RV FND CSH 9/2/19	0.00	-136.84
TOTAL CHECK							0.00	99,978.18
1011	V900047	08/01/19	4048	WELLS FARGO CORP TRST SS	67685008560	SSSWR BOND INT 9/2	0.00	10,732.50
1011	V900047	08/01/19	4048	WELLS FARGO CORP TRST SS	67685008560	SSSWR BOND PRIN 9/2	0.00	15,000.00
1011	V900047	08/01/19	4048	WELLS FARGO CORP TRST SS	67385008530	MARSOLAN BND INT 9/2	0.00	9,825.00
1011	V900047	08/01/19	4048	WELLS FARGO CORP TRST SS	67385008530	MARSOLAN BND PRIN 9/2	0.00	10,000.00
TOTAL CHECK							0.00	45,557.50
1011	V900048	08/08/19	13	SOLANA BEACH FIREFIGHTER	001	FD DUES PD 08/09/19	0.00	863.50
TOTAL CASH ACCOUNT							0.00	3,608,041.70
TOTAL FUND							0.00	3,608,041.70
TOTAL REPORT							0.00	3,608,041.70



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: August 28, 2019
ORIGINATING DEPT: Finance
SUBJECT: Report on Changes Made to the General Fund Adopted Budget for Fiscal Year 2019/20

BACKGROUND:

Staff provides a report at each Council meeting that lists changes made to the current Fiscal Year (FY) General Fund Adopted Budget.

The information provided in this Staff Report lists the changes made through July 10, 2019.

DISCUSSION:

The following table reports the revenue, expenditures, and transfers for 1) the Adopted General Fund Budget approved by Council on June 12, 2019 (Resolution 2019-085) and 2) any resolutions passed by Council that amended the Adopted General Fund Budget.

GENERAL FUND - ADOPTED BUDGET PLUS CHANGES					
As of July 10, 2019					
Action	Description	Revenues	Expenditures	Transfers from GF	Net Surplus
Reso 2019-085	Adopted Budget	19,357,000	(19,141,500)	(151,100) (1)	\$ 64,400
	(1) Transfers to:				
	Debt Service for Public Facilities		151,100	151,100	

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA

FISCAL IMPACT:

N/A

COUNCIL ACTION:

WORK PLAN:

N/A

OPTIONS:

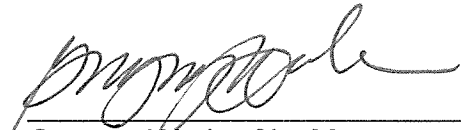
- Receive the report.
- Do not accept the report

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council receive the report listing changes made to the FY 2019-2020 General Fund Adopted Budget.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: August 28, 2019
ORIGINATING DEPT: City Manager's Office
SUBJECT: Fiscal Year (FY) 2018-19 Community Grant Recipient Financial Expenditure Report

BACKGROUND:

On May 4, 2004, the City Council adopted Resolution No. 2004-68 approving Council Policy No. 14, establishing the Community Grant Program and Application Guidelines for the Community Grant Program. In FY 2018-19, the City Council authorized \$30,000 in funding for thirteen (13) applicants. One additional applicant, the North Coast Repertory Theatre, was allocated separate funding (\$5,000) from the Public Art Reserve Account. Similar to the last few years, the partnership between the City and Santa Fe Christian Schools (SFC) continued in an effort to maximize the amount of assistance and coordination of the community grant recipients. This partnership was instrumental in continuing a more robust and coordinated effort to assist the many excellent efforts of the various organizations serving the Eden Gardens community. SFC contributed \$10,000 to the Community Grant Program for a total Budget of \$45,000. The following applicants received funding from the program in FY 2018-19:

Fiscal Year 2018-19 Grant Recipients

1. American Association Of University Women	\$ 2,000
2. Assistance League Rancho San Dieguito	\$ 3,000
3. Boys and Girls Clubs of San Dieguito	\$ 5,000
4. Casa de Amistad	\$ 5,000
5. Community Resource Center	\$ 5,000
6. North County Immigration & Citizenship Center	\$ 2,000
7. Reality Changers	\$ 5,000
8. San Dieguito River Valley Conservancy	\$ 2,500
9. Solana Beach Civic & Historical Society	\$ 2,900
10. Solana Beach Disconnect Collective - Plug	\$ 2,000
11. Solana Beach Soccer	\$ 1,600
12. St. James & St. Leo's	\$ 4,000
13. North Coast Repertory Theatre*	\$ 5,000

*funded from the Reserve Public Arts Account

Total: \$45,000

CITY COUNCIL ACTION: _____

The item before the City Council is to receive and file this Staff Report.

DISCUSSION:

One of the requirements of receiving a grant award is the submittal of a financial report and receipts for the expenditures of grant funds expended by each of the recipients. Each recipient has submitted a report detailing their expenditures and the reports were submitted with varying degrees of detail. Below is a summary of the reports received from the grant recipients.

- 1. American Association of University Women (AAUW):** The AAUW was awarded \$2,000 for their “Tech Trek” program held at UCSD. The program is designed to help girls continue their interests in science, math, engineering & technology (STEM) exploration and learning. AAUW received 6 nominations from Earl Warren Middle School for this year’s camp. Unfortunately, none of the nominations were Solana Beach residents. Therefore, AAUW did not expend any grant monies and the \$2,000 awarded was returned to the City of Solana Beach.

- Refunded – Returned to Solana Beach: (\$ 2,000)
Total: \$ 2,000

- 2. Assistance League Rancho San Dieguito:** The Assistance League Rancho San Dieguito was awarded \$3,000 for their “Operation School Bell, Clothing Children at Marshall’s Solana Beach” program that assists children of need in local schools. Students from St. Leo’s Head Start program were chosen to participate in two shopping events (March 15th and March 19th) at Marshalls in Solana Beach. Sixty-seven (67) pre-schoolers were invited. Fifty-six (56) students attended with a family member and received \$50 to purchase school shoes. The amount spent at Marshalls for the purchase of school clothes was \$2,800 and the remaining \$200 was spent on jackets and sweatshirts as emergency clothing for the Head Start program.

- Marshalls – March 15th: \$ 1,500
- Marshalls – March 19th: \$ 1,500
Total: \$ 3,000

- 3. Boys and Girls Club of San Dieguito:** The Boys and Girls Club of San Dieguito (Club) requested \$5,000 for their La Colonia Clubhouse Youth Development and Mentoring program. The grant request was made to provide enrichment activities for children and teens for academic and socio-emotional development, as well as fun summertime activities. The goal is to give the kids in the Eden Garden community a chance to have a fulfilling summer in a safe, structured environment with positive adult and peer influences. During summer 2018, grant funds provided program expenses for summer camp to over 100 youth members from the Solana Beach Community. Specifically, the grant funds were spent on the following field trips:

- Knott’s Berry Farm for 16 Youth (@ \$33 each): \$ 528
- Camp Pendleton Paintball for 20 Youth (@ \$33 each): \$ 660

- SeaWorld Aquatica for 80 Youth (@ \$44 each): \$ 3,280
 - SeaWorld Aquatica for 14 Chaperones (@ \$41 each): \$ 574
- Total: \$ 5,042**

4. Casa de Amistad: Casa de Amistad requested \$5,000 for their “Kinder to College Initiative.” The Program serves low-income families who do not have access to high quality preschool programs. During the fall of 2018, Casa de Amistad began using a data driven model to track imperative milestones throughout a students’ educational career as an approved method of measurement. The City’s Community Grant funds were used to invest in a student coordinator to assess students utilizing the STAR Reading Assessment. During 2018-19 grant cycle, Casa De Amistad served approximately 260 Solana Beach residents. The waitlist decreased to 50 students while volunteer participation has increased by 20%. Casa de Amistad has the help of 250 local volunteers. Casa de Amistad’s goal is to close the educational achievement gap between low-income students and their peers, rewriting the narrative of generational poverty, and working to ensure kindergarten readiness for each child in the program. Specifically, the grant funds were spent on the following:

- Personnel costs: \$ 5,000.00
- Total: \$ 5,000.00**

5. Community Resource Center: The Community Resource Center was awarded \$5,000 for their Holiday Basket Program. The organization expended their funding in accordance with their grant to provide holiday baskets that provided assorted food items for participating households. This program served over 5,600 individuals, including 3,000 youth and 300 seniors. Participants selected blankets, clothes, toys, infant and toddler items, bicycles and more. Each family also received a 50 pound food box with a holiday meal, chicken or turkey, fresh produce, nutritious staples for two weeks, and pet food and pet toys if needed. Specifically, the \$5,000 grant awarded by the City of Solana Beach went towards the Holiday Basket Program.

6. North County Immigration and Citizenship Center (NCICC): The North County Immigration and Citizenship Center (NCICC) was awarded \$2,000 for its Pathway to Citizenship Program. During this grant period, NCICC also sought to provide two (2) Solana Beach residents in the Pathway to Citizenship Program with a \$200 scholarship. NCICC was able to award more than 20 scholarships for pro bono citizenship work. In addition, NCICC assisted 26 new citizens bringing NCICC total for new citizens to 57 since September 2016. Specifically, grant funds were spent on the following:

- Pathways to Citizenship Tutor Coordination \$1,600.00
 - \$200 Scholarships to 2 Solana Beach participants \$ 400.00
- Total: \$2,000.00**

7. Reality Changers: The Reality Changers organization was awarded \$5,000 to assist in providing low-income 8th-12th grade students from Solana Beach, seeking to become first generation college students, with scholarships to attend college. The

\$5,000 contributed to the salaries for program staff members delivering the College Town and College Apps Academy Programs in Solana Beach. In the 2018-19 school year, 24 8th – 11th grade students from Solana Beach participated in the College Town program, and 8 students were able to attend UCSD's Academic Connections program, a 3-week long program that allows students to take college classes and earn college credit. Additionally, during the 2018-19 school year, 12 high school seniors participated in College Apps Academy program and earned \$430,692 in college scholarships and aid.

8. San Dieguito River Valley Conservancy: The San Dieguito River Valley Conservancy was awarded \$2,500 to provide free programming for 26 Solana Beach youth and supply them with backpacks, journals, patches, snacks/water, and transportation costs associated with implementing the Watershed Explorers Program. Specifically, grant funds were spent on the following:

• Supplies	\$ 1,750
• Transportation	<u>\$ 750</u>
Total:	\$ 2,500

9. Solana Beach Civic & Historical Society: The Solana Beach Civic and Historical Society was awarded \$2,900 to assist in the digitization of historical archives. The goal of the project is to make over 100 years of Solana Beach's collected history available online for future generations. During the grant period, the Solana Beach Civic & Historical Society held volunteer workshop at the Solana Beach Library where 30 volunteers donated approximately 90 hours to review and clip newspaper articles of historical value to Solana Beach. Solana Beach Civic & Historical Society worked to identify archival material, label them and prioritize them in batches. The 4th and 5th batch were identified and sent to Backstage including several scrapbooks, several hundred historical newspaper clippings and 2 books on the history of Solana Beach. Specifically, grant funds were spent on the following:

• Insurance	\$ 100.00
• Seminar on Copyright	\$ 375.00
• Backstage Library Work	\$ 2,275.97
• Mailing and Supplies	<u>\$ 149.03</u>
Total:	\$ 2,900.00

10. Solana Beach Disconnect Collective – Plug Into Something Better: The Solana Beach Disconnect Collective was awarded \$2,000 to assist in their Plug Into Something Better program. The goal of the program is to provide tangible opportunities for children and families to disconnect from technology and plug into something better such as community service. During the grant period, Solana Beach Disconnect Collective's Plug Into Something Better program held three community service events, such as cleaning St. Leo's Aquaponics Garden, cleaning up Annie's Trail and showing gratitude to the construction workers who worked on the new Skyline building. Six to eight Solana Beach families participated in each community event. Disconnect Collective - Plug into Something Better program, also presented on

three separate occasions during this grant period regarding smart phones, social media, video games, and the correlation to depression, anxiety and suicide. Disconnect Collective gave presentations at a happy hour attended by 13 local mothers and at a National League of Young Men's meeting in La Jolla where 90 mother's attended as well as presenting to a Solana Beach kindergarten soccer team made up of 12 local families. Specifically, grant funds were spent on the following:

• Event Supplies	\$ 1,148.22
• Marketing Materials	\$ 114.00
• Legal and Trademark Filing Fees	\$ 1,817.95
• Website	\$ <u>513.05</u>
Total:	\$ 3,593.22

11. Solana Beach Soccer Club: Solana Beach Soccer Club (SBSC) was awarded \$1,600 to assist in training and certifying coaches in the "Positive Coaching Alliance" (PCA) concepts. The goal of the project is to train and certify 50 coaches in the "PCA" way, which promotes character building life lessons. During the grant period, the SBSC held a 2-hour workshop where a PCA representative trained about 22 SBSC Coaches – about 25% of the total coaches. Those that attended offered positive feedback. As a PCA partner, the club also had access to partner-only resources that SBSC was able to take advantage of, this included emails that were sent to coaches and families to promote positive PCA messages which enabled SBSC to reach more than 700 local parents, coaches and players. Specifically, grant funds were spent on the following:

• 1 PCA workshop	
• 40 PCA coach books	
• <u>1 Honor The Game Banner</u>	
Total:	\$ 1,600.00

12. St. James & St. Leo Medical/ Dental: St. James & St. Leo's Medical / Dental was awarded \$4,000 to assist uninsured people of Solana Beach in receiving medical imaging services. The goal of the project is for uninsured citizens to have access to x-rays, ultrasounds (US), CT scans, MRIs, and diagnostic mammograms, which assists in earlier diagnostics. During the grant period, St. James and St. Leo Medical group assisted 18 Solana Beach residents in receiving various medical tests. Specifically, grant funds were spent on the following:

• Patient DE received CXR	\$ 100.00
• Patient CM received US of Breasts	\$ 200.00
• Patient CM received Mammogram	\$ 215.00
• Patient JD received C Spine X-ray	\$ 50.00
• Patient AH received Doppler legs	\$ 100.00
• Patient CO received Abdominal US	\$ 100.00
• Patient FH received MRI L-S Spine	\$ 600.00
• Patient MS received CT Abd w/ contrast	\$ 275.00

• Patient CT received X-ray foot	\$ 50.00
• Patient MN received MRI L Spine	\$ 350.00
• Patient MM received X-ray right arm	\$ 50.00
• Patient MC received Abdominal US	\$ 90.00
• Patient ER received Abdominal US	\$ 90.00
• Patient LV received X-ray Shoulder	\$ 50.00
• Patient GM received CXR	\$ 50.00
• Patient AB received Head CT	\$ 275.00
• Patient AH received MRI L Spine	\$ 350.00
• Patient GF received CXR	\$ 50.00
• Patient FM received Foot X-ray	\$ 50.00
• Patient EV received CXR	\$ 50.00
• Patient MR received CT Abd w/ contrast	\$ 275.00
• Patient JC received Hand / Wrist X-ray	\$ 200.00
• Patient LD received Abdominal US	\$ 100.00
• Patient MS received Knee X-ray	\$ 50.00
• Patient DY received US Leg	\$ 130.00
• Patient AC received Abdominal US	\$ 130.00
	Total: \$ 4,000.00

Finally, similar to the last few year's, the Council requested that Staff look into funding the North Coast Repertory Theatre (NCRT) grant proposal through the Public Arts Reserve Account. For 2018-19 fiscal year, Council requested that the Public Arts Commission (PAC) consider approving the \$5,000 requested by NCRT be funded through the public arts reserve account. This request was brought before the Public Arts Commission (PAC) and received unanimous support to recommend funding the request. A brief summary of the program and costs is provided below:

1. North Coast Repertory Theatre: The North Coast Repertory Theatre requested funding to underwrite a portion of the expenses for the Theatre School student production of She Kills Monster: Young Adventures Edition. For this Community Grant Program cycle, the NCRT requested \$5,000 for She kills Monsters, which is a comedic romp into the world of fantasy role-playing games. The play tells the story of high schooler Agnes Evans as she deals with the death of her younger sister Tilly. The main theme of the play is acceptance of death, of other's differences, and ultimately of one's self. Nearly 300 members of the Solana Beach community saw the Theatre School's production over a five-day period. The Theatre School serves nearly 2,000 students each year. The total program costs were as follows:

• Assistant Director:	\$ 500
• Prop Designer:	\$ 300
• Costume Designer:	\$ 750
• Projections Designer	\$ 750
• Stage Manager/AD Mentor	\$ 750
• Costumes Materials/Rent:	\$ 1,013

- Props Materials: \$ 415
 - Royalties: \$ 675
- Total: \$ 5,153**

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA

FISCAL IMPACT:

The FY 2018-19 Adopted Budget authorized \$30,000 for the Community Grant Program (\$15,000 from EDCO and \$15,000 from the General Fund). The funding allocated to the North Coast Repertory Theatre (\$5,000) was appropriated from the Reserve Public Arts Account to the Contribution to Agencies expenditure account in the Coastal Business/Visitors TOT fund. The SFC schools allocated \$10,000 to the Community Grant Program to complete the applicant's requests.

City's FY 2017/18 Adopted Budget -	\$30,000
Public Arts Reserve Account -	\$ 5,000
<u>Santa Fe Christian Schools -</u>	<u>\$10,000</u>
	Total: \$45,000

WORK PLAN:

N/A

OPTIONS:

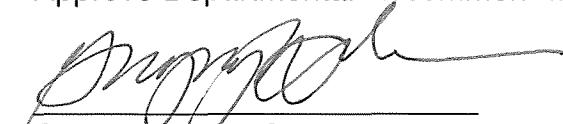
- Approve Staff recommendation
- Approve Staff recommendation with modifications.
- Deny Staff recommendation and direct Staff as needed.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council accept and file this report.

CITY MANAGER RECOMMENDATION:

Approve Departmental Recommendation



Gregory Wade, City Manager



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: August 28, 2019
ORIGINATING DEPT: Engineering Department
SUBJECT: **Update No. 7 on Actions Taken in Response to the
Emergency Storm Drainpipe Repairs in the Solana
Beach Towne Centre**

BACKGROUND:

The City of Solana Beach owns an 84-inch diameter Corrugated Metal Pipe (CMP) located just west of the Interstate 5 Freeway in the Solana Beach Towne Centre near San Rodolfo Drive. A failure of the pipe was discovered and, on April 10, 2019, the City Council declared an emergency under Public Contract Code sections 20168 and 22050. As part of the Declaration of Emergency, the City Council authorized the City Manager to take any directly related and immediate action required by the emergency and directed Staff to report to the City Council regarding the emergency as required by Public Contract Code section 22050 and Resolution No. 2008-091.

This item is before the City Council for information only to provide Update No. 7 to the construction project pursuant to section 22050(c) of the Public Contract Code. No action is required.

DISCUSSION:

Since the last time the project was presented to the City Council on July 10, 2019, the contractor completed all underground work including the concrete encasement, corresponding compacted backfill and all invert paving. The site was properly prepared for final paving and site restoration. However, the property owner requested that the City hold the final phase of the project until such time when the work associated with the building restoration is completed. Please note that the building restoration is the responsibility of the property owner and was not included in the storm drain repair contract.

COUNCIL ACTION:

Staff is continuing to work closely with the property owners to minimize the construction impacts and complete this project. The estimated time for building restoration provided by the property owner is late September-early October.

CEQA COMPLIANCE STATEMENT:

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302(c) of the State CEQA Guidelines.

FISCAL IMPACT:

The initial construction cost associated with this repair is estimated at \$750,000. Additionally, there are costs associated with structural engineering, geotechnical engineering, field and laboratory testing and field surveying. Staff's estimate for the professional services is \$85,000. There has been no change to the fiscal impact since the last update when the City Council appropriated \$835,000 to the project account in the City CIP Fund.

WORK PLAN: N/A

OPTIONS:

- Receive this report.
- Provide comments or direction.

DEPARTMENT RECOMMENDATION:

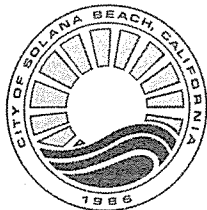
Staff recommends that the City Council receive Update No. 7 and provide further direction, if necessary.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: August 28, 2019
ORIGINATING DEPT: Finance
SUBJECT: Consideration of Resolution No. 2019-104 Approving a Professional Services Agreement with Hinderliter, De Llamas, and Associates for Sales Tax Information and Audit Services

BACKGROUND:

The City has contracted with Hinderliter, De Llamas, and Associates (HDL) to provide the City with sales tax info and audit services since 2000.

This item is before the City Council to consider adoption of Resolution 2019-104 (Attachment 1) approving a Professional Services Agreement (PSA) with HDL for Sales Tax Information and Audit Services (Attachment 2) for five additional years.

DISCUSSION:

Sales tax revenue is the second largest source for the General Fund. It comprises of approximately 15% of the General Fund's revenues. HDL provides the City with detailed quarterly sales tax information as well as custom reports that allow the City to monitor the trends of the following geographical areas:

- Lomas Santa Fe Plaza
- Towne Centre West
- Cedros Design District
- Highway 101

The City also receives reports of sales tax generated by industry types and the top 100 businesses. In addition, HDL generates a report of the top 20 deviating businesses which alerts the City of any potential issues with sales tax revenues.

Along with the compilation of data, HDL provides auditing services to ensure that the City is receiving the proper allocation from sales tax that is generated in the City. Common errors that are monitored and corrected include transposition errors, erroneous consolidation of

CITY COUNCIL ACTION:

multiple outlets, misreporting of point-of-sale to the wrong location, delays in reporting new outlets, misallocating use tax payments to the allocation pools or wrong jurisdiction, and erroneous fund transfers and adjustments.

If the results of their audit do not produce additional sales tax revenue to the City, HDL receives no additional income. However, if the audit conducted by HDL results in additional sales tax revenue to the City then HDL would receive 15% of all new sales tax revenue generated from the audit.

CEQA COMPLIANCE STATEMENT:

This item is not a project under CEQA.

FISCAL IMPACT:

The proposed PSA with HDL would be for five additional years and shall not exceed \$20,000 per agreement year for a total of \$100,000 and is appropriated in the FY 2019/20 and FY 2020/21 budget within the Finance Department and will be appropriated in FY 2021/22 through FY 2023/24.

WORK PLAN:

N/A

OPTIONS:

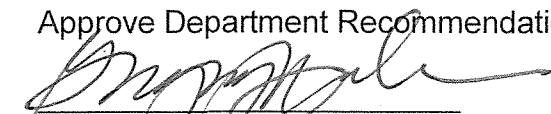
- Approve Staff recommendation.
- Deny Staff recommendation.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2019-104 authorizing the City Manager to approve a Professional Services Agreement with HDL for five years to provide sales tax information and audit services for FY 2019/20 through FY 2023/24 for an amount not to exceed \$20,000 per agreement year for a total of \$100,000.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager

Attachments:

1. Resolution 2019-104
2. PSA with Hinderliter, De Llamas and Associates

RESOLUTION 2019-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH HIDERLITER, DE LLAMAS, AND ASSOCIATES AND EXAMINATION OF SALES AND USE TAX RECORDS

WHEREAS, pursuant to Ordinance No. 2, the City of Solana Beach, California, ("City") entered into a contract with the State Board of Equalization ("Board") to perform all functions incidental to the administration and collection of local sales and use taxes; and

WHEREAS, the City Council of the City of Solana Beach deems it desirable and necessary for authorized representatives of the City to examine confidential sales and use tax records for the City pursuant to that contract; and

WHEREAS, section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board records, and establishes criminal penalties for unlawful disclosure of information contained in, or derived from, the sales and use tax records of the Board.

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 authorizes the City manager to execute a Professional Services Agreement with Hiterliter, De Llamas, and Associates for a five year term to provide sales tax information and audit services for FY2019/20- FY2023/24 for an amount not to exceed \$20,000 per agreement year for a total of \$100,000.
3. That the City Manager, the City Treasurer, the Deputy City Manager, or the Finance Director, or officer or employee of the City designated in writing by the City Manager to the Board, is hereby appointed to represent the City with the authority to examine sales and use tax records of the Board, pertaining to the sales and use taxes collected for the City by the Board, pursuant to the contract between the City and the Board. The information obtained by the examination of Board records shall be used only for purposes related to the collection of City sales and use taxes by the Board pursuant to that contract.

4. That Hinderliter, De Llamas and Associates is hereby designated to examine the sales and use tax records of the Board pertaining to sales and use taxes collected for the City by the Board. The person or entity designated by this section meets all of the following conditions:

- (a) Has an existing contract with the City to examine those sales and use tax records;
- (b) Is required by that contract to disclose information contained in, or derived from, those sales and use tax records only to the officers or employees authorized in Section 2 of this Resolution to examine the information.
- (c) Is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and
- (d) Is prohibited by that contract from retaining the information contained in, or from those sales and use tax records, after that contract has expired.

PASSED AND ADOPTED this 28th day of August, 2019, 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 –

DAVID A. ZITO, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

City of Solana Beach

PROFESSIONAL SERVICES AGREEMENT

FOR PROFESSIONAL SALES TAX ANALYSIS SERVICES

THIS Professional Services Agreement ("AGREEMENT") is made and entered into this 1ST day of JULY, 2019 by and between the CITY OF SOLANA BEACH, a municipal corporation ("CITY"), and, CONSULTANT a partnership, LLC, LLP, California corporation, etc., ("CONSULTANT") (collectively "PARTIES").

WHEREAS, the CITY desires to employ a CONSULTANT to furnish AUDIT SERVICES ("PROFESSIONAL SERVICES") for FINANCIAL AUDIT ("PROJECT"); and

WHEREAS, the CITY has determined that CONSULTANT is qualified by experience and ability to perform the services desired by CITY, and CONSULTANT is willing to perform such services; and

WHEREAS, CONSULTANT will conduct all the work as described and detailed in this AGREEMENT to be provided to the CITY.

NOW, THEREFORE, the PARTIES hereto mutually covenant and agree with each other as follows:

1. PROFESSIONAL SERVICES.

- 1.1. **Scope of Services.** The CONSULTANT shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit "A" Scope of Services and Fee, at the direction of the CITY. CITY shall provide CONSULTANT access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT. For all work to be performed on site at City Hall, the CITY and CONSULTANT agree that the Scope of Services begins when the CONSULTANT arrives at City Hall and terminates when the CONSULTANT leaves City Hall. Travel time to and from City Hall shall not be considered time on the job or compensated by the CITY.
- 1.2. **Project Coordinator.** The is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CONSULTANT. is hereby designated as the Project Director for CONSULTANT.
- 1.3. **City Modification of Scope of Services.** CITY may order changes to the Scope of Services within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions. If such changes cause a change in the CONSULTANT's cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONSULTANT's compensation and/or contract time shall be made, subject to the CITY'S approval. All such changes shall be authorized in writing, executed by CONSULTANT and CITY.

2. DURATION OF AGREEMENT.

- 2.1. **Term.** The term of this AGREEMENT shall be for a period of five (5) years beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.

- 2.2. **Extensions.** If marked, the CITY shall have the option to extend the AGREEMENT for additional periods or parts thereof for an amount not to exceed per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT's satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.
- 2.3. **Delay.** Any delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONSULTANT shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.
- 2.4. **City's Right to Terminate for Default.** Should CONSULTANT be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.
- 2.5. **City's Right to Terminate without Cause.** Without limiting its rights in the event of CONSULTANT's default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONSULTANT. Such termination shall be effective upon receipt of the written notice. CONSULTANT shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY's election, considered the property of CITY.

3. COMPENSATION.

- 3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall not exceed ONE HUNDRED THOUSAND dollars (\$100,000.00), not to exceed TWENTY THOUSAND (\$20,000.00) per contract year without prior written authorization from CITY. CONSULTANT shall bill the CITY for work provided and shall present a written request for such payment monthly.
- 3.2. **Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services.
- 3.3. **Costs.** Any costs billed to the CITY shall be in accordance with any terms negotiated and incorporated herein as part of Exhibit "A" Scope of Services and Fee.

4. INDEPENDENT CONTRACTOR.

- 4.1. CONSULTANT is, for all purposes arising out of this AGREEMENT, an independent contractor. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder, the CITY only being concerned with the finished results of the work being performed. Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. CONSULTANT is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

5. STANDARD OF PERFORMANCE.

While performing the PROFESSIONAL SERVICES, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

6. WARRANTY OF CONSULTANT'S LICENSE.

CONSULTANT warrants that CONSULTANT is properly licensed with the applicable government agency(ies) for any PROFESSIONAL SERVICES that require a license. If the CONSULTANT lacks such license, this AGREEMENT is void and of no effect.

7. AUDIT OF RECORDS.

- 7.1. At any time during normal business hours and as often as may be deemed necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this AGREEMENT.
- 7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

8. CONFIDENTIALITY.

All professional services performed by CONSULTANT, including but not limited to all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by CONSULTANT, pursuant to this AGREEMENT, are for the sole use of the CITY, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. This provision does not apply to information that (a) was publicly known, or otherwise known to CONSULTANT, at the time that it was disclosed to CONSULTANT by the CITY, (b) subsequently becomes publicly known through no act or omission of CONSULTANT or (c) otherwise becomes known to CONSULTANT other than through disclosure by the CITY. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. The sole purpose of this section is to prevent disclosure of CITY's confidential and proprietary information by CONSULTANT or subcontractors.

9. CONFLICTS OF INTEREST.

- 9.1. CONSULTANT shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code Section 81000 *et seq.* (Political Reform Act) and Section 1090 *et seq.* CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the CITY.
- 9.2. If, in performing the PROFESSIONAL SERVICES set forth in this AGREEMENT, the CONSULTANT makes, or participates in, a "governmental decision" as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for the CITY that would otherwise be performed by a CITY employee holding a position specified in the department's conflict of interest code, the CONSULTANT shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the CONSULTANT's relevant financial interests.
- 9.3. If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act. Specifically, the CONSULTANT shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the CITY's determination that the CONSULTANT is subject to a conflict of interest code. The CONSULTANT shall also file a Form 700 (Annual Statement) on or before April 1 of each year of the AGREEMENT, disclosing any financial interests held during the previous calendar year for which the CONSULTANT was subject to a conflict of interest code.

- 9.4. CITY represents that pursuant to California Government Code Section 1090 *et seq.*, none of its elected officials, officers, or employees has an interest in this AGREEMENT.

10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.

- 10.1. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this PROJECT, and shall be turned over to the CITY upon completion of the PROJECT or any phase thereof, as contemplated by this AGREEMENT.
- 10.2. Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this AGREEMENT, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

11. INSURANCE

- 11.1. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.
- 11.2. CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.
- 11.3. **Types and Amounts Required.** CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:
- 11.3.1. **Commercial General Liability (CGL).** If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 per occurrence and subject to an annual aggregate of \$2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
- 11.3.2. **Commercial Automobile Liability.** If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

- 11.3.3. **Workers' Compensation.** If checked the CONSULTANT shall maintain Worker's Compensation insurance for all of the CONSULTANT's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.
- 11.3.4. **Professional Liability.** If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy.
- 11.4. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 11.5. **Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:
- 11.5.1. The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.
- 11.5.2. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.
- 11.6. **Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

12. INDEMNIFICATION.

CONSULTANT agrees to indemnify, defend, and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.

13. SUBCONTRACTORS.

- 13.1. The CONSULTANT's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the PROJECT is subject to prior approval by the CITY.
- 13.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONSULTANT shall require the subcontractor to obtain, all policies described in Section 11 in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.
- 13.3. In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 12 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

14. NON-DISCRIMINATION.

CONSULTANT shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

15. NOTICES.

All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States mail, postage prepaid and properly addressed as noted below.

Marie Marron Berkuti, Finance Manager/ Treasurer
City of Solana Beach
635 S. Highway 101
Solana Beach, CA 92075

Andrew Nickerson, President
Hinderliter, de Llamas and Associates
120 S. State Collage Blvd.,
Ste. 200
Diamond Bar, CA 91765

16. ASSIGNABILITY.

This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated or sub-contracted, without the express written consent of the CITY.

17. RESPONSIBILITY FOR EQUIPMENT.

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

18. CALIFORNIA LAW; VENUE.

This AGREEMENT shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this AGREEMENT shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure Section 394.

19. COMPLIANCE WITH LAWS.

The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this AGREEMENT whether now in force or subsequently enacted. This includes maintaining a City of Solana Beach Business Certificate.

20. ENTIRE AGREEMENT.

This AGREEMENT sets forth the entire understanding of the PARTIES with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

21. NO WAIVER.

No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this AGREEMENT, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this AGREEMENT shall constitute a waiver of any such breach of such covenant, term or condition.

22. SEVERABILITY.

The unenforceability, invalidity, or illegality of any provision of this AGREEMENT shall not render any other provision unenforceable, invalid, or illegal.

23. DRAFTING AMBIGUITIES.

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

24. CONFLICTS BETWEEN TERMS.

If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Exhibits, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

25. EXHIBITS INCORPORATED.

All Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

26. SIGNING AUTHORITY.

26.1. The representative for each Party signing on behalf of a corporation, partnership, joint venture, association, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, association, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.

26.2. If checked, a proper notary acknowledgement of execution by CONSULTANT must be attached.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year first hereinabove written.


CITY OF SOLANA BEACH, a municipal corporation

CONSULTANT, a Corporation

By:

By:

City Manager, Gregory Wade


Signature

Andrew Nickerson, President

ATTEST:

City Clerk, Angela Ivey

APPROVED AS TO CONTENT:

Marie Marron Berkuit, Finance Manager/ Treasurer

APPROVED AS TO FORM:

City Attorney, Johanna N. Canlas

EXHIBIT "A"
SCOPE OF SERVICES AND FEE

SCOPE OF SERVICES / COMPENSATION / CONFIDENTIALITY

A. SALES TAX AND ECONOMIC ANALYSIS SERVICES

1. CONTRACTOR shall establish a special database that identifies the name, address and quarterly allocations of all sales tax producers within the CITY for the most current and all quarters back to fiscal year 2000-2001 or earlier, if the CITY has prior historical sales tax data available on computer readable magnetic media. This database will be utilized to generate special reports to the CITY on: major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.
2. CONTRACTOR shall provide up-dated reports following each calendar quarter identifying changes in sales by individual businesses, business groups and categories and by geographic area. These reports may include, without limitation, quarterly aberrations due to State audits, fund transfers, and receivables along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting.
3. CONTRACTOR shall additionally provide following each calendar quarter a summary analysis for the CITY to share with Chambers of Commerce, other economic development interest groups and the public that analyze CITY'S sales tax trends by major groups, and geographic areas without disclosing confidential information.
4. CONTRACTOR shall make available to CITY staff CONTRACTOR's web-based sales tax computer software program containing sellers permit and quarterly allocation information for all in-city business outlets registered with the California Department of Tax and Fee Administration and updated quarterly. This software shall allow CITY staff to search businesses by street address, account number, business name, business type and keyword, arrange data by geographic area, and print out a variety of reports.

B. ALLOCATION AUDIT AND RECOVERY SERVICES

1. CONTRACTOR shall conduct initial and on-going sales, use, and transactions tax audit to identify and correct distribution and allocation errors, and to proactively affect favorable registration, reporting, or formula changes thereby generating previously unrealized sales, use, and transactions tax income for the CITY and/or recovering misallocated tax from previously properly registered taxpayers. Common errors that will be monitored and corrected include, but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors, misreporting of "point of sale" to the wrong location; delays in reporting new

outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.

2. CONTRACTOR shall initiate contacts with state agencies, and sales management and accounting officials in companies that have businesses where a probability of error exists to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.
3. Equalization information for the purpose of correcting allocation errors that are identified and (ii) follow-up with individual businesses and the California Department of Tax and Fee Administration to promote recovery by the CITY of back or prospective quarterly payments that may be owing.
4. If during the course of its audit, CONTRACTOR finds businesses located in the CITY that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to the CITY, CONTRACTOR may so advise CITY and work with those businesses and the CITY to encourage such changes.

COMPENSATION

- A. CONTRACTOR shall provide the sales tax and economic analysis Services described above for a fee of \$400.00 per month, commencing with the month of the Effective Date (hereafter referred to as "monthly fee"). The monthly fee shall be invoiced quarterly in arrears, and shall be paid by CITY no later than 30 days after the invoice date. The monthly fee shall increase annually following the month of the Effective Date by the percentage increase in the "CPI" for the preceding twelve month period. In no event shall the monthly fee be reduced by this calculation. For purposes of this Agreement, the "CPI" shall mean the Consumer Price Index - All Urban Consumers for the surrounding statistical metropolitan area nearest CITY, All Items (1982-84 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or, if such index should ceased to be published, any reasonably comparable index selected by CONTRACTOR.
- B.
 1. CONTRACTOR shall be further paid 15% of all new and recovered sales, use, and transactions tax revenue received by the CITY as a result, in whole or in part, of the allocation audit and recovery services described above (hereafter referred to as "audit fee"), including without limitation, any reimbursement or other payment from any state fund and any point of sale misallocations. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for the audit fee (including, without limitation, a detailed listing of any corrected misallocations), which shall be paid by CITY no later than 30 days following the invoice date.
 2. The audit fee shall be paid even if CITY assists, works in parallel with, and/or incurs attorneys' fees or other costs or expenses in connection with any of the relevant Services. Among other things, the audit fee applies to state fund transfers

received for back quarter reallocations and monies received in the first eight consecutive reporting quarters following completion of the allocation audit by CONTRACTOR and confirmation of corrections by the California Department of Tax and Fee Administration. CITY shall pay audit fees upon CONTRACTOR'S submittal of evidence of CONTRACTOR'S work in support of recovery of subject revenue, including, without limitation, copies of BOE 549-S petition forms of any other correspondence between CONTRACTOR and the California Department of Tax and Fee Administration or the taxpayer.

3. For any increase in the tax reported by businesses already properly making tax payments to CITY, it shall be CONTRACTOR's responsibility to support in its invoices the audit fee attributable, in whole or in part, to CONTRACTOR's Services.

- C. CONTRACTOR shall invoice CITY for any consulting and other optional Services rendered to CITY in accordance with above based on the following hourly rates on a monthly or a quarterly basis, at CONTRACTOR's option. All such invoices shall be payable by CITY no later than 30 days following the invoice date. CITY shall not be invoiced for any consulting Services totaling less than an hour in any month. The hourly rates in effect as of the Effective Date are as follows:

Principal	\$325 per hour
Programmer	\$295 per hour
Senior Analyst	\$245 per hour
Analyst	\$195 per hour

CONTRACTOR may change such hourly rates from time to time upon not less than 30 days' prior written notice to CITY.

- D. Any invoices not paid on a due and timely basis shall accrue monthly interest at a rate equivalent to ten percent (10%) per annum until paid.

CONFIDENTIALITY; OWNERSHIP/USE OF INFORMATION

Section 7056 of the State of California Revenue and Taxation Code specifically limits the disclosure of confidential taxpayer information contained in the records of the California Department of Tax and Fee Administration. Section 7056 specifies the conditions under which a CITY may authorize persons other than CITY officers and employees to examine State Sales and Use Tax records.

The following conditions specified in Section 7056-(b), (1) of the State of California Revenue and Taxation Code are hereby made part of this Agreement:

- A. CONTRACTOR is authorized by this Agreement to examine sales, use or transactions and use tax records of the California Department of Tax and Fee

Administration provided to CITY pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law Revenue and Taxation Code section 7200 et.seq.

- B. CONTRACTOR is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.
- C. CONTRACTOR is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.
- D. CONTRACTOR is prohibited from retaining the information contained in, or derived from those sales, use or transactions and use tax records, after this Agreement has expired. Information obtained by examination of California Department of Tax and Fee Administration records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the CITY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the CONTRACTOR as a person authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

Software Use. CONTRACTOR hereby provides authorization to CITY to access CONTRACTOR'S Sales Tax website if CITY chooses to subscribe to the software and reports option. The website shall only be used by authorized CITY staff. No access will be granted to any third party without explicit written authorization by CONTRACTOR. CITY shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The software use granted hereunder shall not imply ownership by CITY of said software, or any right of CITY to sell said software or the use of same, or any right to use said software for the benefit of others. This software use authorization is not transferable. Upon termination or expiration of this Agreement, the software use authorization shall expire, and all CITY staff website logins shall be de-activated.

Proprietary Information. As used herein, the term "proprietary information" means all information or material that has or could have commercial value or other utility in CONTRACTOR'S business, including without limitation: CONTRACTOR'S (i) computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; (iii) business processes; (iv) marketing plans, analysis and strategies; and (v) materials and techniques used; as well as the terms and conditions of this Agreement. Except as otherwise required by law, CITY shall hold in confidence and shall not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by CITY in connection with this Agreement.



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: August 28, 2019
ORIGINATING DEPT: Engineering Department
SUBJECT: **Council Consideration of Resolution 2019-114
Authorizing the City Clerk to File a Notice of Completion
for the Marvista-Canyon-Glenmont Storm Drain**

BACKGROUND:

At the July 11, 2018 Council Meeting, the construction contract for the Marvista-Canyon-Glenmont Storm Drain, Bid 2018-04, was awarded to Scott Michael, Inc. The project replaced a deteriorated storm drain at 683 Glenmont Drive, extended the storm drain system up Canyon Drive to the intersection with Marvista, and installed a groundwater interceptor sub-drain at the same intersection. Resurfacing of the entire street within the project boundary was included. The project also included repairs to two damaged storm drain structures on Fresca Street and San Ignacio.

This item is before the City Council to consider adoption of Resolution 2019-114 (Attachment 1) to report the final project costs, accept the project as complete, and to direct the City Clerk to file a Notice of Completion.

DISCUSSION:

Scott Michael, Inc. completed all work on this project in accordance with the approved plans and specifications of Bid No. 2018-04 to the satisfaction of the City Engineer. The City will release the 5% retention, in the amount of \$8,132, 35 days after the Notice of Completion is approved by the City Council.

CEQA COMPLIANCE STATEMENT:

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the State CEQA Guidelines.

CITY COUNCIL ACTION:

FISCAL IMPACT:

The Fiscal Year (FY) 2018/19 Capital Improvement Projects budget included funding for the Canyon/Marvista Storm Drain in the amount of \$250,000, in the City CIP Fund plus \$50,000 in TransNet funding. The City Council previously awarded the \$162,614 construction contract and approved a \$25,000 construction contingency, for a total construction budget of \$187,614. The City Manager approved one change order for \$1,538, to excavate and repair an unusually shallow sewer lateral damaged during the sub-drain installation. The final project cost is \$164,152 with the City CIP Fund paying for \$125,232 and TransNet paying \$38,920 of the total cost. The remaining unused amount will be returned to the corresponding budget units.

WORK PLAN:

Although this project was not mentioned in the Work Plan, it is consistent with the Environmental Sustainability section of the Work Plan.

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2019-114:

1. Authorizing the City Council to accept as complete the Marvista-Canyon-Glenmont Storm Drain, Bid 2018-04, performed by Scott Michael, Inc.
2. Authorizing the City Clerk to file a Notice of Completion.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution No. 2019-114

RESOLUTION 2019-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, ACCEPTING AS COMPLETE THE MARVISTA-CANYON-GLENMONT STORM DRAIN PROJECT, AND AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION

WHEREAS, the Capital Improvement Program (CIP) Budget makes appropriations to maintain, repair, replace and upgrade the storm drain facilities throughout the City, and the Fiscal Year (FY) 2018/19 Capital Improvement Projects budget included the project Storm Drain-Canyon/Marvista; and

WHEREAS, on July 11, 2018, the City Council awarded a construction contract to Scott Michael, Inc, for the Marvista-Canyon-Glenmont Storm Drain, Bid 2018-04; and

WHEREAS, the Marvista-Canyon-Glenmont Storm Drain Project has been completed in accordance with the plans and specifications included as part of the public works contract with Scott Michael, Inc. to the satisfaction of the City Engineer.

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 authorizes the City Engineer to accept as complete the Marvista-Canyon-Glenmont Storm Drain, Bid 2018-04, performed by Scott Michael, Inc.
3. That the City Council authorizes the City Clerk to file a Notice of Completion for the project.

PASSED AND ADOPTED this 28th day of August 2019, 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

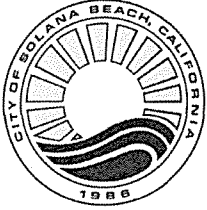
DAVID A. ZITO, Deputy Mayor

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: August 28, 2019
ORIGINATING DEPT: Engineering Department
SUBJECT: **Consideration of Resolution No. 2019-112 Authorizing the City Clerk to File a Notice of Completion and Approval of Change Order No. 3 for the La Colonia Skate Park**

BACKGROUND:

The construction contract for the La Colonia Skate Park, Bid No. 2018-01, was awarded to California Skate Parks on April 25, 2018 and construction of the project started in July 2018. At the February 13, 2019 City Council meeting, Staff provided an update on the project that included a recommended design change to the spectator seating area between the Skate Park and the basketball court to allow for access to the newly acquired property to the north of La Colonia Park and requested approval of the installation of a water bottle filling station.

This item is before the City Council to consider adoption of Resolution 2019-112 (Attachment 1) to report the final project costs, accept the project as complete, direct the City Clerk to file a Notice of Completion and for approval of Change Order No. 3.

DISCUSSION:

California Skateparks completed all work on this project in accordance with the approved plans and specifications of Bid No. 2019-01 to the satisfaction of the City Engineer. The City will release the 5% retention, in the amount of \$54,600, 35 days after the Notice of Completion is approved by the City Council.

There have been two changes that were already approved by the City Manager and executed. Change Order No. 1, in the amount of \$52,860.57, compensated the contractor for several items that were inadvertently left out of the original bid item list and adjustments on the east side of the basketball court to resolve a grade issue. Change

COUNCIL ACTION:

Order No. 2, in the amount of \$26,645.98, compensated the contractor for changes to the spectator seating area in between the skate park and basketball court, modifications to the chain link fence along two sides of the basketball court and installation of drinking fountain/water bottle filling station. Please note that the drinking fountain/water bottle filling station, in the amount of \$16,569, was not included in the original contract.

As part of this Staff Report, Staff is requesting the City Council to consider approving Change Order No. 3 (Attachment 2) in the amount of \$42,229. This change order would compensate the contractor for an additional lighting controller to control the new bollards, new light poles and existing light poles, irrigation for new sod near the old basketball court and adjustments to the final bid quantities. The final bid quantities were adjusted on some bid items to accurately reflect what was constructed during the project. The total contract amount plus the approved contingency is \$1,064,064. The total project cost including Change Order No.'s 1 and 2 is \$1,106,029. Upon execution of Change Order No. 3, the total construction contract amount will be \$1,143,883, which will exceed the total contract amount plus contingency.

CEQA COMPLIANCE STATEMENT:

As part of Resolution 2017-159, the City Council found the project exempt from CEQA pursuant to Section 15332 (In-fill Development Projects) of the State CEQA Guidelines. None of the actions requested constitute a project subject to CEQA review.

FISCAL IMPACT:

A construction contract was awarded to California Skate Parks at the April 25, 2018 City Council meeting in the amount of \$964,864, which included funding for the alternate bids items such as the EnergiPlant. An additional \$100,000 was approved for a construction contingency to cover unforeseen items during construction. To date, two change orders were approved by the City Manager and were executed in the amount of \$79,507. As mentioned above, the cost of Change Order No. 3 is \$42,229.

Table 2 – Project Costs (not including design)

Item Description	Company	Cost	
Environmental Review	Helix Environmental	\$ 15,684	
Construction Support Services	Van Dyke Landscape	37,000	
Construction Contract	California Skateparks		\$ 964,064
Change Order No. 1	California Skateparks		52,861
Change Order No. 2	California Skateparks		26,646
Concrete Benches with City Logo	Quick Crete Products		4,347
Construction Signs at Park	One Day Signs		593
Recycled Water Line Permit	County of San Diego		459
Construction Subtotal			\$1,048,970
Contract Amount w/ Contingency		\$1,064,064	
Change Order No. 3	California Skateparks		\$42,229
Subtotal			\$1,106,293
Total Cost		\$1,143,883	

Table 3 – Project Funding

Funding Source	Amount
Donations	
- San Diego County Medical Society – 5k run	3,000
- Tony Hawk Foundation	5,000
- Surfing Madonna (2017, 2018, 2019)	60,000
- Skate Day Event	1,451
- Solana Beach Civic and Historical Society	10,000
- Parks & Recreation Commission	2,500
- Coastal Communities Foundation	10,000
- Donor Tile sales	22,538
Remainder of Public Improvement Grant Fund	2,200
Additional appropriation with VDLA for Const. Support	15,000
NRP Grant from County of San Diego	100,000
Designated City CIP Reserves	300,000
Undesignated City CIP Reserves	600,531
Total Revenues	\$1,132,120

Since the project was initially awarded, an additional donation of \$20,000 has been received from Surfing Madonna Half Marathon. This amount is recommended to be appropriated as part of Attachment 1. As shown above, there is a budget shortfall of available funding of approximately \$11,763. Staff is recommending that a transfer be made from the CIP undesignated reserve to cover the shortfall.

WORK PLAN:

The Skate Park at La Colonia Park is consistent with Item B.2 (La Colonia Park Improvements) of the Community Character Priorities section of the Fiscal Year (FY) 2019/20 Work Plan.

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

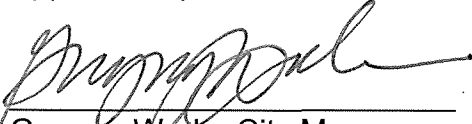
Staff recommends that the City Council adopt Resolution 2019-112:

1. Authorizing the City Council to accept as complete the La Colonia Skate Park, Bid No. 2018-01, constructed by California Skateparks.
2. Authorizing the City Clerk to file a Notice of Completion.

3. Authorizing the City Manager to sign Change Order No. 3 on behalf of the City.
4. Authorizing an appropriation of \$20,000 into the donation revenue account and into the La Colonia Skate Park project in the City CIP fund.
5. Appropriating \$11,763 from undesignated reserves for Capital Improvement Program projects into the project account for the La Colonia Skate Park.
6. Authorizing the City Treasurer to amend the FY 2019/2020 Adopted Budget accordingly.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2019-112
2. Change Order No. 3

RESOLUTION 2019-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, ACCEPTING AS COMPLETE THE LA COLONIA SKATE PARK, AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION AND APPROVAL OF CHANGE ORDER NO. 3

WHEREAS, a construction contract for the La Colonia Skate Park, Bid No. 2018-01, was awarded to California Skate Parks on April 25, 2018 and construction of the project started in July 2018; and

WHEREAS, at the February 13, 2019 City Council meeting, Staff provided an update on the project that included a recommended design change to the spectator seating area between the Skate Park and the basketball court to allow for access to the newly acquired property to the north of La Colonia Park and requested approval of the installation of a water bottle filling station; and

WHEREAS, there have been two changes that were already approved by the City Manager and executed. Change Order No. 1, in the amount of \$52,861 compensated the contractor for several items that were inadvertently left of the original bid item list and adjustments on the east side of the basketball court to resolve a grade issue. Change Order No. 2, in the amount of \$26,646, compensated the contractor for changes to the spectator seating area in between the skate park and basketball court, modifications to the chain link fence along two sides of the basketball court and installation of drinking fountain/water bottle filling station; and

WHEREAS, Change Order No. 3 would compensate the contractor for an additional lighting controller to control the new bollards, new light poles and existing light poles, irrigation for new sod near the old basketball court and adjustments to the final bid quantities. The final bid quantities were adjusted on some bid items to reflect accurately what was actual constructed during the project.

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 accepts as complete the La Colonia Skate Park, Bid No. 2018-01, constructed by California Skateparks.
3. That the City Council authorizes the City Clerk to file a Notice of Completion for the project.
4. That the City Council authorizes the City Manager to sign Change Order No. 3 on behalf of the City.

5. That the City Council authorizes an appropriation of \$20,000 into the donation revenue account and into the La Colonia Skate Park project in the City CIP fund,
6. That the City Council appropriates \$11,763 from undesignated reserves for Capital Improvement Program projects into the project account for the La Colonia Skate Park.
7. That the City Council authorizes the City Treasurer to amend the FY 2019/2020 Adopted Budget accordingly.

PASSED AND ADOPTED this 28th day of August 2019, 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

DAVID A. ZITO, Deputy Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

**CITY OF SOLANA BEACH
CONTRACT CHANGE ORDER**

Date August 7, 2019
 Project La Colonia Skate Park
 Change Order 3 - FINAL
 Purchase Order # 18-232

PROJECT TITLE: La Colonia Skate Park, Bid No. 2018-01

This change order compensates the contractor for the items listed below.

- Adjustments to Final Bid Quantities** – The following bid quantities are increased or decreased as shown in the table below. The table only reflects the adjustment to the bid quantity, not the total amount of the bid item.

**TOTAL CHANGE TO CONTRACT AMOUNT: \$33,435.08
CHANGE TO CONTRACT WORKING DAYS: 0**

Bid Item	Description	Adjustment to Quantity	Unit Price	Adjustment Total
25	Import (within skate park perimeter)	- 38.75	\$23.20	(\$899.00)
26	Import (5' beyond skate park perimeter)	- 11.1	23.20	(257.52)
27	Cobble Stone	45	18.15	816.75
60	3" x 6" White Ceramic Tiles	61	22.50	1,372.50
74	6" Concrete Site Paving	441	9.40	4,145.40
82	Non-Potable Pressure Supply Line	130	8.25	1,072.50
83	Non-Potable Lateral Line	1,196	6.00	7,176.00
84	12/14 Gauge Direct Burial Irrigation Wire	1	720.00	720.00
94	Pop-Up Rotor	7	55.80	390.60
98	Drip Emitter & Flexible Riser	- 30	28.50	(855.00)
99	Soil Testing & Amending Planting Areas	10,750	0.90	9,675.00
100	Fine Grading Planting Areas	10,750	0.85	9,137.50
101	Lawn Repair/Sod	2,721	0.55	1,496.55
102	1-Gal Shrubs/Ground Cover	8	10.30	82.40
105	1-Gal Vines	2	75.30	150.60
106	24" Box Trees	- 1	425.00	(425.00)
107	Planting Mulch (3" Depth)	- 6	60.70	(364.20)
Total Amount of Adjustments to Bid Items				\$33,435.08

2. **Additional lighting controller** –Provide and install one new lighting controller to switch and control the new bollards, existing light poles and new light poles. This item corresponds with California Skateparks, Inc. Request for Change Order No. 15 that was revised on March 19, 2019 (attached).

TOTAL CHANGE TO CONTRACT AMOUNT: \$3,116.56
CHANGE TO CONTRACT WORKING DAYS: 0

3. **Irrigation for sod at northeast corner of basketball court** – Provide and install additional irrigation for turf area not identified on the original plans. Work includes fine grading, soil amendments, irrigation materials and associated labor. This item corresponds with California Skateparks, Inc. Request for Change Order No. 17 dated April 8, 2019 (attached).

TOTAL CHANGE TO CONTRACT AMOUNT: \$5,677.50
CHANGE TO CONTRACT WORKING DAYS: 0

All work related to this change order shall be done in accordance with the Project Special Provisions, the Project Plans, and the Standard Specifications for Public Works Construction "Greenbook", 2015 Edition (Standard Specifications). This change order shall include all labor, materials, tools, equipment and incidentals as required to complete the work complete and in place. No additional compensation shall be due to the contractor as a result of this change order.

This change order shall include all general contractor's overhead, extended overhead, profit, incidentals, bonds and lost time. Contractor shall not be entitled to any additional payments or time extensions beyond what is detailed in this change order.

Estimated Cost: Increase \$42,229.14 Decrease -- No Change --

By reason of this change order the time of completion will be extended by -0- days.

Recommended by: _____
 Mohammad Sammak, City Engineer

Approved: CITY OF SOLANA BEACH

Contract Summary

Initial Contract Amount \$964,864.00

By: _____
 Gregory Wade, City Manager

Previous Change Orders \$79,506.55

Date: _____

This Change Order \$42,229.14

Approved: California Skateparks, Inc.

Total Contract to Date \$1,086,599.69

By: _____

Additional Appropriation Required YES

Date: _____



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: August 28, 2019
ORIGINATING DEPT: Community Development Department
SUBJECT: **Consideration of Resolution 2019-119 to Enter Into Professional Service Agreements with Pamela Elliott Landscape Architect for Professional Landscape Review and Inspection Services, and Resolution 2019-120 to Enter Into Professional Service Agreements with GeoPacifica, Inc. and CTE, Inc. for Professional Coastal Geotechnical Engineering Services**

BACKGROUND:

The Community Development Department has utilized third party services to evaluate coastal and inland bluff-top development plans for geotechnical and structural issues, to provide “as-needed” on-call coastal geotechnical engineering services, and to conduct landscape plan review and inspection services for development projects in the City. These third-party services are paid for by project applicants through developer deposit accounts.

This item is before Council to authorize agreements with Pamela Elliott Landscape Architect, GeoPacifica, Inc. and CTE, Inc. for professional landscape plan review and inspection services and coastal geotechnical engineering services.

DISCUSSION:

The City has contracted with Pamela Elliott Landscape Architect to provide landscape plan review and inspection services for both City and private development projects for the past several years. Services include, but are not limited to, review of conceptual landscape plans and landscape construction drawings for compliance with the City Water Efficient Landscape Regulations, conduct landscape inspection of completed landscape projects for final acceptance by the City, and assistance with Municipal Code

COUNCIL ACTION:

updates to the City's Water Efficient Landscape Regulations and/or Off-Street Parking Design Manual. Cost for services are paid for by the Applicants and therefore services are typically only needed as applications are submitted.

For the past several years, the City has had an agreement with GeoPacifica, Inc. to furnish professional coastal geotechnical services as needed and third party pass-through coastal geotechnical review services for various coastal and inland bluff-top projects on an as-needed basis. That contract expired June 30, 2019. In May 2019, Staff issued a Request for Proposals for both third party review services and as-needed professional services. The City received four responses and after due review and consideration, Staff has determined that GeoPacifica, Inc. and CTE Inc. were the most qualified and responsive to provide professional coastal geotechnical engineering services for the City.

In addition to being a highly qualified candidate to provide professional coastal geotechnical services, continuing services with GeoPacifica, Inc. will provide a level of continuity for various projects that have already been reviewed by the firm in past. GeoPacifica Inc. has provided services for multiple municipalities throughout Southern California and has valuable historical insight to address the philosophical and technical demands of the California Coastal Commission. Staff believes that the firms experience, expertise and historical knowledge will provide the continuity on existing projects to allow further reviews and inspections go as smoothly as possible.

CTE is a full service Geotechnical firm with soils and material testing services. CTE also has a large number of technicians who are certified and experts in providing special inspections in a wide range of construction fields such as Fireproofing, Reinforced Concrete, Masonry, Structural Steel, Nuclear Gage testing, and others. These additional expertise are very valuable for the City during design, construction and inspection of City's Capital Improvement Projects. Staff believes availability of such services, in addition to a typical third party land development related review services, will supplement and strengthen Staff's ability to complete more technical projects utilizing in-house resources.

Staff has prepared two resolutions (Attachments 1 and 2) requesting City Council to authorize the City Manager to enter into agreements with Pamela Elliott Landscape Architect, GeoPacifica, Inc., and CTE, Inc.

CEQA COMPLIANCE STATEMENT:

This is not a project under the California Environmental Quality Act (CEQA).

FISCAL IMPACT:

Third party review services are cost neutral in that project applicants pay for these services at cost plus a 15% administrative fee for Staff oversight and management of the project. It is anticipated that the cost for as-needed professional coastal

geotechnical engineering services and landscape plan review and inspection services would not exceed ten thousand dollars (\$10,000) per contract. Any additional costs would require further authorization from the City and does not include third party pass-through expenditures for development projects.

WORK PLAN:

These efforts will further the implementation of Community Character and Environmental Sustainability Priorities listed in the City's 2019-2020 Work Plan. Those priorities include the ongoing protection of beach sand replenishment projects identified in the Community Character Priority Items A.2, Local Coastal Program; A.3, Beach Sand Replenishment and Retention Program; and reducing GHG emissions through choosing the right trees for the right place in the community in the Environmental Sustainability Priority Item A.8 Trees.

OPTIONS:

- Authorize Staff recommendation.
- Do not authorize Staff recommendation.
- Provide alternative direction to Staff.

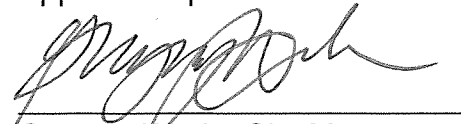
DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 2019-119 (Attachment 1) authorizing the City Manager to execute Professional Services Agreements with Pamela Elliott Landscape Architect.
2. Adopt Resolution No. 2019-120 (Attachment 2) authorizing the City Manager to execute Professional Services Agreements with GeoPacifica, Inc. and CTE, Inc.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager

Attachments:

1. Resolution No. 2019-119 (Pamela Elliott Landscape Architect)
2. Resolution No. 2019-120 (GeoPacifica Inc. and CTE Inc.)
3. Professional Services Agreement – Pamela Elliott Landscape Architect
4. Professional Services Agreement – Pamela Elliott Landscape Architect Pass Through

5. Professional Services Agreement – GeoPacifica, Inc.
6. Professional Services Agreement – GeoPacifica, Inc. Pass Through
7. Professional Services Agreement – CTE, Inc.
8. Professional Services Agreement – CTE, Inc. Pass Through

RESOLUTION NO. 2019-119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PAMELA ELLIOTT LANDSCAPE ARCHITECT FOR LANDSCAPE PLAN REVIEW AND INSPECTION SERVICES

WHEREAS, the Community Development Department has utilized the services of Pamela Elliott Landscape Architect to provide professional landscape plan review and inspections services.

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

1. That the foregoing recitations are true and correct.
2. That the City Manager is authorized to execute a professional service agreement with Pamela Elliott Landscape Architect to provide professional landscape plan review and inspection services.
3. That the City Manager is authorized to execute an Agreement with Pamela Elliott Landscape Architect for an open-ended dollar amount for third-party pass-through payments.
4. That the City Council authorizes the City Manager to extend the agreements for four additional one year terms, at the City's option.

PASSED AND ADOPTED this 28th day of August, 2019, 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 –

DAVID A. ZITO, Deputy Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

RESOLUTION NO. 2019-120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENTS WITH GEOPACIFICA INC. AND CTE INC. FOR PROFESSIONAL COASTAL GEOTECHNICAL ENGINEERING SERVICES

WHEREAS, the Community Development Department is in need of professional coastal geotechnical engineering services for City projects on an as-needed basis and for 3rd party review on new development projects; and

WHEREAS, in May 2019, the City issued a Requests for Proposals to provide as-needed and 3rd party professional coastal geotechnical engineering services; and

WHEREAS, the City received four responses to the City's RFP; and

WHEREAS, after due review and consideration, it was determined that GeoPacifica Inc. and CTE Inc. were the most qualified and responsive to provide professional coastal geotechnical engineering services; and

WHEREAS, the City wishes to enter contracts with two highly qualified geotechnical engineering firms.

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

1. That the foregoing recitations are true and correct.
2. That the City Council authorizes the City Manager to execute a professional service agreement with GeoPacifica, Inc. and CTE, Inc. to provide professional coastal geotechnical engineering services.
3. That the City Council authorizes the City Manager to execute a professional service agreement with GeoPacifica, Inc. and CTE, Inc. for an open-ended dollar amount for third-party pass-through payments for coastal and inland bluff-top geotechnical review.
4. That the City Council authorizes the City Manager to extend all of the agreements for four additional one year terms, at the City's option.

PASSED AND ADOPTED this 28th day of August, 2019, 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 –

DAVID A. ZITO, Deputy Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

City of Solana Beach
PROFESSIONAL SERVICES AGREEMENT
FOR Third Party Landscape Architect

THIS Professional Services Agreement (“AGREEMENT”) is made and entered into this 1st day of September, 2019 by and between the CITY OF SOLANA BEACH, a municipal corporation (“CITY”), and, CONSULTANT a sole proprietorship, (“CONSULTANT”) (collectively “PARTIES”).

WHEREAS, the CITY desires to employ a CONSULTANT to furnish professional landscape review and inspection services (“PROFESSIONAL SERVICES”) for various City projects (“PROJECT”); and

WHEREAS, the CITY has determined that CONSULTANT is qualified by experience and ability to perform the services desired by CITY, and CONSULTANT is willing to perform such services; and

WHEREAS, CONSULTANT will conduct all the work as described and detailed in this AGREEMENT to be provided to the CITY.

NOW, THEREFORE, the PARTIES hereto mutually covenant and agree with each other as follows:

1. PROFESSIONAL SERVICES.

- 1.1. **Scope of Services.** The CONSULTANT shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit “A” Scope of Services and Fee, at the direction of the CITY. CITY shall provide CONSULTANT access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT. For all work to be performed on site at City Hall, CITY and CONSULTANT agree that the Scope of Services begins when CONSULTANT arrives at City Hall and terminates when CONSULTANT leaves City Hall. Travel time to and from City Hall shall not be considered time on the job or compensated by the CITY.
- 1.2.
- 1.3. **Project Coordinator.** The Community Development Director is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CONSULTANT. Pamela Elliott is hereby designated as the Project Director for CONSULTANT.
- 1.4. **City Modification of Scope of Services.** CITY may order changes to the Scope of Services within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions. If such changes cause a change in the CONSULTANT’s cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONSULTANT’s compensation and/or contract time shall be made, subject to the CITY’S approval. All such changes shall be authorized in writing, executed by CONSULTANT and CITY.

2. DURATION OF AGREEMENT.

- 2.1. **Term.** The term of this AGREEMENT shall be for a period of one (1) year beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.

- 2.2. **Extensions.** If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year periods or parts thereof for an amount not to exceed ten thousand dollars and (\$10,000.00) per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT's satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.
- 2.3. **Delay.** Any delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONSULTANT shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.
- 2.4. **City's Right to Terminate for Default.** Should CONSULTANT be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.
- 2.5. **City's Right to Terminate without Cause.** Without limiting its rights in the event of CONSULTANT's default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONSULTANT. Such termination shall be effective upon receipt of the written notice. CONSULTANT shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY's election, considered the property of CITY.

3. COMPENSATION.

- 3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall not exceed ten thousand dollars (\$10,000.00) without prior written authorization from CITY. CONSULTANT shall bill the CITY for work provided and shall present a written request for such payment monthly.
- 3.2. **Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services.
- 3.3. **Costs.** Any costs billed to the CITY shall be in accordance with any terms negotiated and incorporated herein as part of Exhibit "A" Scope of Services and Fee.

4. INDEPENDENT CONTRACTOR.

- 4.1. CONSULTANT is, for all purposes arising out of this AGREEMENT, an independent contractor. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder, the CITY only being concerned with the finished results of the work being performed. Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. CONSULTANT is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

5. STANDARD OF PERFORMANCE.

While performing the PROFESSIONAL SERVICES, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

6. WARRANTY OF CONSULTANT'S LICENSE.

CONSULTANT warrants that CONSULTANT is properly licensed with the applicable government agency(ies) for any PROFESSIONAL SERVICES that require a license. If the CONSULTANT lacks such license, this AGREEMENT is void and of no effect.

7. AUDIT OF RECORDS.

- 7.1. At any time during normal business hours and as often as may be deemed necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this AGREEMENT.
- 7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

8. CONFIDENTIALITY AND SECURITY.

- 8.1. **Confidential Work Product.** All professional services performed by CONSULTANT, including but not limited to all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by CONSULTANT, pursuant to this AGREEMENT, are for the sole use of the CITY, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. This provision does not apply to information that (a) was publicly known, or otherwise known to CONSULTANT, at the time that it was disclosed to CONSULTANT by the CITY, (b) subsequently becomes publicly known through no act or omission of CONSULTANT or (c) otherwise becomes known to CONSULTANT other than through disclosure by the CITY. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. The sole purpose of this section is to prevent disclosure of CITY's confidential and proprietary information by CONSULTANT or subcontractors.
- 8.2. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this AGREEMENT, may be exposed to confidential information and that disclosure of such information could violate the rights of private individuals and entities, including the parties and third parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law, and all other information protected by applicable law ("Confidential Information"). The party receiving Confidential Information ("Receiving Party") of the other ("Disclosing Party") shall not, and shall cause its employees and agents who are authorized to receive Confidential Information, not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this AGREEMENT or comply with its legal obligations. Receiving Party will use the same reasonable efforts to protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. The Receiving Party will not disclose or release Confidential Information to any third person without the prior written consent of the Disclosing Party, except for where required by law or for authorized employees or agents of the Receiving Party. Prior to disclosing the Confidential Information to its authorized employees or agents, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this AGREEMENT. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable notice and opportunity to contest such disclosure or obtain a protective order.

Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation. Confidential Information does not include any information that is required to be provided to the public pursuant to the laws of the United States and/or California such as the California Public Records Act, due to the nature of CITY being a local governmental agency. The non-disclosure and non-use obligations of this AGREEMENT will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the Receiving Party's receipt of that item.

8.3. Security.

8.3.1. Implementation. CONSULTANT shall implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of data and information provided by the CITY or used in connection with providing services under this AGREEMENT, including data or information about third parties ("CITY'S Data"); (ii) protect against any anticipated threats or hazards to the security or integrity of CITY'S Data; and (iii) protect against unauthorized access to or use of CITY'S Data. CONSULTANT shall review and test such safeguards on no less than an annual basis.

8.3.2. Network. If CONSULTANT makes CITY'S Data accessible through the Internet or other networked environment, CONSULTANT shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of CITY'S Data, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

8.3.3. Personal Data. If CONSULTANT processes or otherwise has access to any personal data or personal information on CITY's behalf when performing CONSULTANT's services and obligations under this AGREEMENT, then: (i) CITY shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CONSULTANT shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) CITY shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CONSULTANT so that CONSULTANT may lawfully use, process and transfer the personal data and personal information in accordance with this AGREEMENT on CITY's behalf in order for CONSULTANT to provide the services and perform its other obligations under this AGREEMENT; (iii) CONSULTANT shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by CITY from time to time and in accordance with the terms of this AGREEMENT; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

8.3.4. Information Security. CONSULTANT represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from CITY does and will comply with all applicable federal and state privacy and data protection laws. In the event of any security breach, CONSULTANT shall: (a) Provide CITY with the name and contact information for an employee who shall serve as CITY's primary security contact and shall be available to assist CITY twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a security breach; and (b) Notify CITY of a security breach as soon as practicable, but no later than twenty-four (24) hours after CONSULTANT becomes aware of it. Immediately following CONSULTANT's notification to CITY of a security breach, the parties shall coordinate with each other to investigate the security breach. CONSULTANT agrees to fully cooperate with CITY in CITY's handling of the matter. CONSULTANT shall use best efforts to immediately remedy any security breach and prevent any further security breach at CONSULTANT's own expense in accordance with applicable privacy rights, laws, regulations and standards. CONSULTANT agrees to provide, at its expense, up to one year of credit monitoring services to third parties impacted by any data breach involving the loss of personally identifiable information.

8.4. Indemnity. CONSULTANT shall defend (with counsel acceptable to CITY), indemnify and hold CITY harmless from and against all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities, damages, judgments, settlements, and court awarded attorney's fees resulting from, arising out of or related to a security or data breach unless the breach is proven to be caused solely by CITY. The terms of this section shall survive termination of this AGREEMENT. For purposes of this provision, "security breach" means any act or omission that compromises either the security, confidentiality, or integrity of Confidential Information or the physical, technical, administrative or organizational safeguards put in place by CONSULTANT or any authorized persons that relate to the protection of the security, confidentiality or integrity of Confidential Information or a breach or alleged breach of this AGREEMENT relating to such privacy practices or privacy obligations imposed by any applicable law.

8.5. Notice and Remedy of Breaches. Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of Section 8 of this AGREEMENT, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

8.6. Enforcement. Each party acknowledges that any breach of any of the provisions of Section 8 of this AGREEMENT may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

9. CONFLICTS OF INTEREST.

9.1. CONSULTANT shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code Section 81000 *et seq.* (Political Reform Act) and Section 1090 *et seq.* CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the CITY.

- 9.2. If, in performing the PROFESSIONAL SERVICES set forth in this AGREEMENT, the CONSULTANT makes, or participates in, a “governmental decision” as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for the CITY that would otherwise be performed by a CITY employee holding a position specified in the department's conflict of interest code, the CONSULTANT shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the CONSULTANT's relevant financial interests.
- 9.3. If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act. Specifically, the CONSULTANT shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the CITY's determination that the CONSULTANT is subject to a conflict of interest code. The CONSULTANT shall also file a Form 700 (Annual Statement) on or before April 1 of each year of the AGREEMENT, disclosing any financial interests held during the previous calendar year for which the CONSULTANT was subject to a conflict of interest code.
- 9.4. CITY represents that pursuant to California Government Code Section 1090 *et seq.*, none of its elected officials, officers, or employees has an interest in this AGREEMENT.

10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.

- 10.1. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this PROJECT, and shall be turned over to the CITY upon completion of the PROJECT or any phase thereof, as contemplated by this AGREEMENT.
- 10.2. Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this AGREEMENT, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

11. INSURANCE

- 11.1. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than “A” and “VII” unless otherwise approved in writing by the CITY's Risk Manager.
- 11.2. CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.
- 11.3. **Types and Amounts Required.** CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

- 11.3.1. **Commercial General Liability (CGL).** If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 per occurrence and subject to an annual aggregate of \$2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
- 11.3.2. **Commercial Automobile Liability.** If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
- 11.3.3. **Workers' Compensation.** If checked the CONSULTANT shall maintain Worker's Compensation insurance for all of the CONSULTANT's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.
- 11.3.4. **Professional Liability.** If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy.
- 11.3.5. **Cyber Liability.** If checked the CONSULTANT shall also maintain Cyber Liability coverage on an occurrence basis with a limit of \$2,000,000 per occurrence or claim and \$2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by CONSULTANT in this AGREEMENT and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.
- 11.4. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 11.5. **Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

- 11.5.1. The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.
- 11.5.2. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.
- 11.6. **Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

12. INDEMNIFICATION.

CONSULTANT agrees to indemnify, defend (with counsel acceptable to CITY), and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of or failure to perform services or obligations under this AGREEMENT. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss; damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.

13. SUBCONTRACTORS.

- 13.1. The CONSULTANT's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the PROJECT is subject to prior approval by the CITY.
- 13.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONSULTANT shall require the subcontractor to obtain, all policies described in Section 11 in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.
- 13.3. In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 12 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

14. NON-DISCRIMINATION.

CONSULTANT shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

15. NOTICES.

All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States mail, postage prepaid and properly addressed as noted below.

Joseph Lim, Community Development Director
City of Solana Beach
635 S. Highway 101
Solana Beach, CA 92075

Pamela Elliott
Landscape Architect
637 Arden Drive
Encinitas, CA 92024

16. ASSIGNABILITY.

This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated or sub-contracted, without the express written consent of the CITY.

17. RESPONSIBILITY FOR EQUIPMENT.

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

18. CALIFORNIA LAW; VENUE.

This AGREEMENT shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this AGREEMENT shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure Section 394.

19. COMPLIANCE WITH LAWS.

The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this AGREEMENT whether now in force or subsequently enacted. This includes maintaining a City of Solana Beach Business Certificate.

20. ENTIRE AGREEMENT.

This AGREEMENT sets forth the entire understanding of the PARTIES with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

21. NO WAIVER.

No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this AGREEMENT, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this AGREEMENT shall constitute a waiver of any such breach of such covenant, term or condition.

22. SEVERABILITY.

The unenforceability, invalidity, or illegality of any provision of this AGREEMENT shall not render any other provision unenforceable, invalid, or illegal.

23. DRAFTING AMBIGUITIES.

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

24. CONFLICTS BETWEEN TERMS.

If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Exhibits, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

25. EXHIBITS INCORPORATED.

All Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

26. SIGNING AUTHORITY.

- 26.1.** The representative for each Party signing on behalf of a corporation, partnership, joint venture, association, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, association, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.
- 26.2.** If checked, a proper notary acknowledgement of execution by CONSULTANT must be attached.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year first hereinabove written.

CITY OF SOLANA BEACH, a municipal corporation

CONSULTANT, a Sole Proprietor

By:

By:

City Manager, Gregory Wade

Signature

Pamela Elliott, Landscape Architect

ATTEST:

City Clerk, Angela Ivey

APPROVED AS TO CONTENT:

Joseph Lim, Community Development Director

APPROVED AS TO FORM:

City Attorney, Johanna N. Canlas

EXHIBIT "A"
SCOPE OF SERVICES AND FEE

Click or tap here to enter text.

PASS-THROUGH FEE SCHEDULE

Exhibit "A"

Conceptual Review	Landscape Area	Estimated Hours	Fee
1st Review	(A) 8,000 SF or less	3	\$ 450
	(B) 8,001 SF - 20,000 SF	4	\$ 600
	(C) 20,001 SF - 40,000 SF	5	\$ 750
	(D) 40,001 SF - 100,000 SF	6	\$ 900
	(E) 100,001 SF - 200,000 SF	7	\$ 1,050
	(F) 200,001 SF - 400,000 SF	8	\$ 1,200
	(G) 400,001 SF or more	9	\$ 1,350
2nd Review	(A) 8,000 SF or less	2	\$ 300
	(B) 8,001 SF - 20,000 SF	2	\$ 300
	(C) 20,001 SF - 40,000 SF	3	\$ 450
	(D) 40,001 SF - 100,000 SF	3	\$ 450
	(E) 100,001 SF - 200,000 SF	4	\$ 600
	(F) 200,001 SF - 400,000 SF	4	\$ 600
	(G) 400,001 SF or more	4	\$ 600
3rd Review or more	(A) 8,000 SF or less	2	\$ 300
	(B) 8,001 SF - 20,000 SF	2	\$ 300
	(C) 20,001 SF - 40,000 SF	2	\$ 300
	(D) 40,001 SF - 100,000 SF	3	\$ 450
	(E) 100,001 SF - 200,000 SF	3	\$ 450
	(F) 200,001 SF - 400,000 SF	3	\$ 450
	(G) 400,001 SF or more	3	\$ 450

Construction Drawings	Landscape Area	Estimated Hours	Estimated Cost
1st Review	(A) 8,000 SF or less	3	\$ 450
	(B) 8,001 SF - 20,000 SF	4	\$ 600
	(C) 20,001 SF - 40,000 SF	5	\$ 750
	(D) 40,001 SF - 100,000 SF	6	\$ 900
	(E) 100,001 SF - 200,000 SF	7	\$ 1,050
	(F) 200,001 SF - 400,000 SF	8	\$ 1,200
	(G) 400,001 SF or more	9	\$ 1,350
2nd Review	(A) 8,000 SF or less	2	\$ 300
	(B) 8,001 SF - 20,000 SF	3	\$ 450
	(C) 20,001 SF - 40,000 SF	4	\$ 600
	(D) 40,001 SF - 100,000 SF	5	\$ 750
	(E) 100,001 SF - 200,000 SF	6	\$ 900
	(F) 200,001 SF - 400,000 SF	7	\$ 1,050
	(G) 400,001 SF or more	9	\$ 1,350
3rd Review or more	(A) 8,000 SF or less	2	\$ 300
	(B) 8,001 SF - 20,000 SF	3	\$ 450
	(C) 20,001 SF - 40,000 SF	4	\$ 600
	(D) 40,001 SF - 100,000 SF	5	\$ 750
	(E) 100,001 SF - 200,000 SF	5	\$ 750
	(F) 200,001 SF - 400,000 SF	6	\$ 900
	(G) 400,001 SF or more	6	\$ 900

Inspections		Estimated Hours	Estimated Cost
1st Inspection	(A) 8,000 SF or less	2	\$ 300
	(B) 8,001 SF - 20,000 SF	3	\$ 450
	(C) 20,001 SF - 40,000 SF	3	\$ 450
	(D) 40,001 SF - 100,000 SF	3	\$ 450
	(E) 100,001 SF - 200,000 SF	4	\$ 600
	(F) 200,001 SF - 400,000 SF	4	\$ 600
	(G) 400,001 SF or more	5	\$ 750
2nd Inspection	(A) 8,000 SF or less	2	\$ 300
	(B) 8,001 SF - 20,000 SF	2	\$ 300
	(C) 20,001 SF - 40,000 SF	3	\$ 450
	(D) 40,001 SF - 100,000 SF	3	\$ 450
	(E) 100,001 SF - 200,000 SF	3	\$ 450
	(F) 200,001 SF - 400,000 SF	3	\$ 450
	(G) 400,001 SF or more	3	\$ 450
3rd Inspection	(A) 8,000 SF or less	2	\$ 300
or more	(B) 8,001 SF - 20,000 SF	2	\$ 300
	(C) 20,001 SF - 40,000 SF	2	\$ 300
	(D) 40,001 SF - 100,000 SF	3	\$ 450
	(E) 100,001 SF - 200,000 SF	3	\$ 450
	(F) 200,001 SF - 400,000 SF	3	\$ 450
	(G) 400,001 SF or more	3	\$ 450

Meetings with Applicant: \$ 150/hour

***Note: Hourly rate for City Projects \$125/hour**

City of Solana Beach

PROFESSIONAL SERVICES AGREEMENT

FOR Third Party Landscape Architect Pass Through

THIS Professional Services Agreement ("AGREEMENT") is made and entered into this 1st day of September, 2019 by and between the CITY OF SOLANA BEACH, a municipal corporation ("CITY"), and, Pameal Elliott Landscape Architect a sole proprietorship, ("CONSULTANT") (collectively "PARTIES").

WHEREAS, the CITY desires to employ a CONSULTANT to furnish third party professional landscape review and inspection services ("PROFESSIONAL SERVICES") for private development projects ("PROJECT"); and

WHEREAS, the CITY has determined that CONSULTANT is qualified by experience and ability to perform the services desired by CITY, and CONSULTANT is willing to perform such services; and

WHEREAS, CONSULTANT will conduct all the work as described and detailed in this AGREEMENT to be provided to the CITY.

NOW, THEREFORE, the PARTIES hereto mutually covenant and agree with each other as follows:

1. PROFESSIONAL SERVICES.

- 1.1. **Scope of Services.** The CONSULTANT shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit "A" Scope of Services and Fee, at the direction of the CITY. CITY shall provide CONSULTANT access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT. For all work to be performed on site at City Hall, CITY and CONSULTANT agree that the Scope of Services begins when CONSULTANT arrives at City Hall and terminates when CONSULTANT leaves City Hall. Travel time to and from City Hall shall not be considered time on the job or compensated by the CITY.
- 1.2.
- 1.3. **Project Coordinator.** The Community Development Director is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CONSULTANT. Pamela Elliott is hereby designated as the Project Director for CONSULTANT.
- 1.4. **City Modification of Scope of Services.** CITY may order changes to the Scope of Services within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions. If such changes cause a change in the CONSULTANT's cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONSULTANT's compensation and/or contract time shall be made, subject to the CITY'S approval. All such changes shall be authorized in writing, executed by CONSULTANT and CITY.

2. DURATION OF AGREEMENT.

- 2.1. **Term.** The term of this AGREEMENT shall be for a period of one (1) year beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.

- 2.2. **Extensions.** If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year periods or parts thereof for an amount, funded by pass-through fees collected from property owners at the time of project application submittal per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT's satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.
- 2.3. **Delay.** Any delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONSULTANT shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.
- 2.4. **City's Right to Terminate for Default.** Should CONSULTANT be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.
- 2.5. **City's Right to Terminate without Cause.** Without limiting its rights in the event of CONSULTANT's default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONSULTANT. Such termination shall be effective upon receipt of the written notice. CONSULTANT shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY's election, considered the property of CITY.

3. COMPENSATION.

- 3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall be for an open ended amount, funded by pass-through fees collected from the property owners at the time of application submittal. CONSULTANT shall bill the CITY for work provided and shall present a written request for such payment monthly.
- 3.2. **Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services.
- 3.3. **Costs.** Any costs billed to the CITY shall be in accordance with any terms negotiated and incorporated herein as part of Exhibit "A" Scope of Services and Fee.

4. INDEPENDENT CONTRACTOR.

- 4.1. CONSULTANT is, for all purposes arising out of this AGREEMENT, an independent contractor. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder, the CITY only being concerned with the finished results of the work being performed. Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. CONSULTANT is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

5. STANDARD OF PERFORMANCE.

While performing the PROFESSIONAL SERVICES, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

6. WARRANTY OF CONSULTANT'S LICENSE.

CONSULTANT warrants that CONSULTANT is properly licensed with the applicable government agency(ies) for any PROFESSIONAL SERVICES that require a license. If the CONSULTANT lacks such license, this AGREEMENT is void and of no effect.

7. AUDIT OF RECORDS.

- 7.1. At any time during normal business hours and as often as may be deemed necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this AGREEMENT.
- 7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

8. CONFIDENTIALITY AND SECURITY.

- 8.1. **Confidential Work Product.** All professional services performed by CONSULTANT, including but not limited to all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by CONSULTANT, pursuant to this AGREEMENT, are for the sole use of the CITY, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. This provision does not apply to information that (a) was publicly known, or otherwise known to CONSULTANT, at the time that it was disclosed to CONSULTANT by the CITY, (b) subsequently becomes publicly known through no act or omission of CONSULTANT or (c) otherwise becomes known to CONSULTANT other than through disclosure by the CITY. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. The sole purpose of this section is to prevent disclosure of CITY's confidential and proprietary information by CONSULTANT or subcontractors.
- 8.2. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this AGREEMENT, may be exposed to confidential information and that disclosure of such information could violate the rights of private individuals and entities, including the parties and third parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law, and all other information protected by applicable law ("Confidential Information"). The party receiving Confidential Information ("Receiving Party") of the other ("Disclosing Party") shall not, and shall cause its employees and agents who are authorized to receive Confidential Information, not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this AGREEMENT or comply with its legal obligations. Receiving Party will use the same reasonable efforts to protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. The Receiving Party will not disclose or release Confidential Information to any third person without the prior written consent of the Disclosing Party, except for where required by law or for authorized employees or agents of the Receiving Party. Prior to disclosing the Confidential Information to its authorized employees or agents, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this AGREEMENT. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable notice and opportunity to contest such disclosure or obtain a protective order.

Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation. Confidential Information does not include any information that is required to be provided to the public pursuant to the laws of the United States and/or California such as the California Public Records Act, due to the nature of CITY being a local governmental agency. The non-disclosure and non-use obligations of this AGREEMENT will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the Receiving Party's receipt of that item.

8.3. Security.

8.3.1. Implementation. CONSULTANT shall implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of data and information provided by the CITY or used in connection with providing services under this AGREEMENT, including data or information about third parties ("CITY'S Data"); (ii) protect against any anticipated threats or hazards to the security or integrity of CITY'S Data; and (iii) protect against unauthorized access to or use of CITY'S Data. CONSULTANT shall review and test such safeguards on no less than an annual basis.

8.3.2. Network. If CONSULTANT makes CITY'S Data accessible through the Internet or other networked environment, CONSULTANT shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of CITY'S Data, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

8.3.3. Personal Data. If CONSULTANT processes or otherwise has access to any personal data or personal information on CITY's behalf when performing CONSULTANT's services and obligations under this AGREEMENT, then: (i) CITY shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CONSULTANT shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) CITY shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CONSULTANT so that CONSULTANT may lawfully use, process and transfer the personal data and personal information in accordance with this AGREEMENT on CITY's behalf in order for CONSULTANT to provide the services and perform its other obligations under this AGREEMENT; (iii) CONSULTANT shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by CITY from time to time and in accordance with the terms of this AGREEMENT; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

8.3.4. Information Security. CONSULTANT represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from CITY does and will comply with all applicable federal and state privacy and data protection laws. In the event of any security breach, CONSULTANT shall: (a) Provide CITY with the name and contact information for an employee who shall serve as CITY's primary security contact and shall be available to assist CITY twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a security breach; and (b) Notify CITY of a security breach as soon as practicable, but no later than twenty-four (24) hours after CONSULTANT becomes aware of it. Immediately following CONSULTANT's notification to CITY of a security breach, the parties shall coordinate with each other to investigate the security breach. CONSULTANT agrees to fully cooperate with CITY in CITY's handling of the matter. CONSULTANT shall use best efforts to immediately remedy any security breach and prevent any further security breach at CONSULTANT's own expense in accordance with applicable privacy rights, laws, regulations and standards. CONSULTANT agrees to provide, at its expense, up to one year of credit monitoring services to third parties impacted by any data breach involving the loss of personally identifiable information.

8.4. Indemnity. CONSULTANT shall defend (with counsel acceptable to CITY), indemnify and hold CITY harmless from and against all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities, damages, judgments, settlements, and court awarded attorney's fees resulting from, arising out of or related to a security or data breach unless the breach is proven to be caused solely by CITY. The terms of this section shall survive termination of this AGREEMENT. For purposes of this provision, "security breach" means any act or omission that compromises either the security, confidentiality, or integrity of Confidential Information or the physical, technical, administrative or organizational safeguards put in place by CONSULTANT or any authorized persons that relate to the protection of the security, confidentiality or integrity of Confidential Information or a breach or alleged breach of this AGREEMENT relating to such privacy practices or privacy obligations imposed by any applicable law.

8.5. Notice and Remedy of Breaches. Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of Section 8 of this AGREEMENT, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

8.6. Enforcement. Each party acknowledges that any breach of any of the provisions of Section 8 of this AGREEMENT may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

9. CONFLICTS OF INTEREST.

9.1. CONSULTANT shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code Section 81000 *et seq.* (Political Reform Act) and Section 1090 *et seq.* CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the CITY.

- 9.2. If, in performing the PROFESSIONAL SERVICES set forth in this AGREEMENT, the CONSULTANT makes, or participates in, a "governmental decision" as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for the CITY that would otherwise be performed by a CITY employee holding a position specified in the department's conflict of interest code, the CONSULTANT shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the CONSULTANT's relevant financial interests.
- 9.3. If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act. Specifically, the CONSULTANT shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the CITY's determination that the CONSULTANT is subject to a conflict of interest code. The CONSULTANT shall also file a Form 700 (Annual Statement) on or before April 1 of each year of the AGREEMENT, disclosing any financial interests held during the previous calendar year for which the CONSULTANT was subject to a conflict of interest code.
- 9.4. CITY represents that pursuant to California Government Code Section 1090 *et seq.*, none of its elected officials, officers, or employees has an interest in this AGREEMENT.

10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.

- 10.1. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this PROJECT, and shall be turned over to the CITY upon completion of the PROJECT or any phase thereof, as contemplated by this AGREEMENT.
- 10.2. Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this AGREEMENT, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

11. INSURANCE

- 11.1. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.
- 11.2. CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.
- 11.3. **Types and Amounts Required.** CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

- 11.3.1. **Commercial General Liability (CGL).** If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 per occurrence and subject to an annual aggregate of \$2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
- 11.3.2. **Commercial Automobile Liability.** If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
- 11.3.3. **Workers' Compensation.** If checked the CONSULTANT shall maintain Worker's Compensation insurance for all of the CONSULTANT's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.
- 11.3.4. **Professional Liability.** If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy.
- 11.3.5. **Cyber Liability.** If checked the CONSULTANT shall also maintain Cyber Liability coverage on an occurrence basis with a limit of \$2,000,000 per occurrence or claim and \$2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by CONSULTANT in this AGREEMENT and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.
- 11.4. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 11.5. **Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

- 11.5.1. The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.
- 11.5.2. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.
- 11.6. **Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

12. INDEMNIFICATION.

CONSULTANT agrees to indemnify, defend (with counsel acceptable to CITY), and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of or failure to perform services or obligations under this AGREEMENT. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.

13. SUBCONTRACTORS.

- 13.1. The CONSULTANT's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the PROJECT is subject to prior approval by the CITY.
- 13.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONSULTANT shall require the subcontractor to obtain, all policies described in Section 11 in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.
- 13.3. In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 12 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

14. NON-DISCRIMINATION.

CONSULTANT shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

15. NOTICES.

All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States mail, postage prepaid and properly addressed as noted below.

Joseph Lim, Community Development Director

City of Solana Beach
635 S. Highway 101
Solana Beach, CA 92075

Pamela Elliott

Landscape Architect
637 Arden Drive
Encinitas, CA 92024

16. ASSIGNABILITY.

This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated or sub-contracted, without the express written consent of the CITY.

17. RESPONSIBILITY FOR EQUIPMENT.

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

18. CALIFORNIA LAW; VENUE.

This AGREEMENT shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this AGREEMENT shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure Section 394.

19. COMPLIANCE WITH LAWS.

The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this AGREEMENT whether now in force or subsequently enacted. This includes maintaining a City of Solana Beach Business Certificate.

20. ENTIRE AGREEMENT.

This AGREEMENT sets forth the entire understanding of the PARTIES with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

21. NO WAIVER.

No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this AGREEMENT, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this AGREEMENT shall constitute a waiver of any such breach of such covenant, term or condition.

22. SEVERABILITY.

The unenforceability, invalidity, or illegality of any provision of this AGREEMENT shall not render any other provision unenforceable, invalid, or illegal.

23. DRAFTING AMBIGUITIES.

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

24. CONFLICTS BETWEEN TERMS.

If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Exhibits, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

25. EXHIBITS INCORPORATED.

All Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

26. SIGNING AUTHORITY.

- 26.1. The representative for each Party signing on behalf of a corporation, partnership, joint venture, association, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, association, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.
- 26.2. If checked, a proper notary acknowledgement of execution by CONSULTANT must be attached.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year first hereinabove written.

CITY OF SOLANA BEACH, a municipal corporation

CONSULTANT, a Sole Propretor

By:

By:

City Manager, Gregory Wade

Signature

Pamela Elliott, Landscape Architect

ATTEST:

City Clerk. Angela Ivey

APPROVED AS TO CONTENT:

Joseph Lim, Community Development Director

APPROVED AS TO FORM:

City Attorney, Johanna N. Canlas

EXHIBIT "A"
SCOPE OF SERVICES AND FEE

Click or tap here to enter text.

PASS-THROUGH FEE SCHEDULE

Exhibit "A"

Conceptual Review	Landscape Area	Estimated Hours	Fee
1st Review	(A) 8,000 SF or less	3	\$ 450
	(B) 8,001 SF - 20,000 SF	4	\$ 600
	(C) 20,001 SF - 40,000 SF	5	\$ 750
	(D) 40,001 SF - 100,000 SF	6	\$ 900
	(E) 100,001 SF - 200,000 SF	7	\$ 1,050
	(F) 200,001 SF - 400,000 SF	8	\$ 1,200
	(G) 400,001 SF or more	9	\$ 1,350
2nd Review	(A) 8,000 SF or less	2	\$ 300
	(B) 8,001 SF - 20,000 SF	2	\$ 300
	(C) 20,001 SF - 40,000 SF	3	\$ 450
	(D) 40,001 SF - 100,000 SF	3	\$ 450
	(E) 100,001 SF - 200,000 SF	4	\$ 600
	(F) 200,001 SF - 400,000 SF	4	\$ 600
	(G) 400,001 SF or more	4	\$ 600
3rd Review or more	(A) 8,000 SF or less	2	\$ 300
	(B) 8,001 SF - 20,000 SF	2	\$ 300
	(C) 20,001 SF - 40,000 SF	2	\$ 300
	(D) 40,001 SF - 100,000 SF	3	\$ 450
	(E) 100,001 SF - 200,000 SF	3	\$ 450
	(F) 200,001 SF - 400,000 SF	3	\$ 450
	(G) 400,001 SF or more	3	\$ 450

Construction Drawings	Landscape Area	Estimated Hours	Estimated Cost
1st Review	(A) 8,000 SF or less	3	\$ 450
	(B) 8,001 SF - 20,000 SF	4	\$ 600
	(C) 20,001 SF - 40,000 SF	5	\$ 750
	(D) 40,001 SF - 100,000 SF	6	\$ 900
	(E) 100,001 SF - 200,000 SF	7	\$ 1,050
	(F) 200,001 SF - 400,000 SF	8	\$ 1,200
	(G) 400,001 SF or more	9	\$ 1,350
2nd Review	(A) 8,000 SF or less	2	\$ 300
	(B) 8,001 SF - 20,000 SF	3	\$ 450
	(C) 20,001 SF - 40,000 SF	4	\$ 600
	(D) 40,001 SF - 100,000 SF	5	\$ 750
	(E) 100,001 SF - 200,000 SF	6	\$ 900
	(F) 200,001 SF - 400,000 SF	7	\$ 1,050
	(G) 400,001 SF or more	9	\$ 1,350
3rd Review or more	(A) 8,000 SF or less	2	\$ 300
	(B) 8,001 SF - 20,000 SF	3	\$ 450
	(C) 20,001 SF - 40,000 SF	4	\$ 600
	(D) 40,001 SF - 100,000 SF	5	\$ 750
	(E) 100,001 SF - 200,000 SF	5	\$ 750
	(F) 200,001 SF - 400,000 SF	6	\$ 900
	(G) 400,001 SF or more	6	\$ 900

Inspections		Estimated Hours	Estimated Cost
1st Inspection	(A) 8,000 SF or less	2	\$ 300
	(B) 8,001 SF - 20,000 SF	3	\$ 450
	(C) 20,001 SF - 40,000 SF	3	\$ 450
	(D) 40,001 SF - 100,000 SF	3	\$ 450
	(E) 100,001 SF - 200,000 SF	4	\$ 600
	(F) 200,001 SF - 400,000 SF	4	\$ 600
	(G) 400,001 SF or more	5	\$ 750
2nd Inspection	(A) 8,000 SF or less	2	\$ 300
	(B) 8,001 SF - 20,000 SF	2	\$ 300
	(C) 20,001 SF - 40,000 SF	3	\$ 450
	(D) 40,001 SF - 100,000 SF	3	\$ 450
	(E) 100,001 SF - 200,000 SF	3	\$ 450
	(F) 200,001 SF - 400,000 SF	3	\$ 450
	(G) 400,001 SF or more	3	\$ 450
3rd Inspection	(A) 8,000 SF or less	2	\$ 300
or more	(B) 8,001 SF - 20,000 SF	2	\$ 300
	(C) 20,001 SF - 40,000 SF	2	\$ 300
	(D) 40,001 SF - 100,000 SF	3	\$ 450
	(E) 100,001 SF - 200,000 SF	3	\$ 450
	(F) 200,001 SF - 400,000 SF	3	\$ 450
	(G) 400,001 SF or more	3	\$ 450

Meetings with Applicant: \$ 150/hour

***Note: Hourly rate for City Projects \$125/hour**

City of Solana Beach

PROFESSIONAL SERVICES AGREEMENT

FOR Third Party Geotechnial Engineering

THIS Professional Services Agreement ("AGREEMENT") is made and entered into this 1st day of July, 2019 by and between the CITY OF SOLANA BEACH, a municipal corporation ("CITY"), and, GeoPacifica Inc. a California Corporation, ("CONSULTANT") (collectively "PARTIES").

WHEREAS, the CITY desires to employ a CONSULTANT to furnish professional coastal geotechnical engineering services as needed ("PROFESSIONAL SERVICES") for various City coastal and inland bluff-top proejects ("PROJECT"); and

WHEREAS, the CITY has determined that CONSULTANT is qualified by experience and ability to perform the services desired by CITY, and CONSULTANT is willing to perform such services; and

WHEREAS, CONSULTANT will conduct all the work as described and detailed in this AGREEMENT to be provided to the CITY.

NOW, THEREFORE, the PARTIES hereto mutually covenant and agree with each other as follows:

1. PROFESSIONAL SERVICES.

- 1.1. **Scope of Services.** The CONSULTANT shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit "A" Scope of Services and Fee, at the direction of the CITY. CITY shall provide CONSULTANT access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT. For all work to be performed on site at City Hall, CITY and CONSULTANT agree that the Scope of Services begins when CONSULTANT arrives at City Hall and terminates when CONSULTANT leaves City Hall. Travel time to and from City Hall shall not be considered time on the job or compensated by the CITY.
- 1.2.
- 1.3. **Project Coordinator.** The Community Development Director is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CONSULTANT. James Knowlton is hereby designated as the Project Director for CONSULTANT.
- 1.4. **City Modification of Scope of Services.** CITY may order changes to the Scope of Services within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions. If such changes cause a change in the CONSULTANT's cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONSULTANT's compensation and/or contract time shall be made, subject to the CITY'S approval. All such changes shall be authorized in writing, executed by CONSULTANT and CITY.

2. DURATION OF AGREEMENT.

- 2.1. **Term.** The term of this AGREEMENT shall be for a period of one (1) year beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.

- 2.2. **Extensions.** If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year periods or parts thereof for an amount not to exceed ten thousand dollars and (\$10,000.00) per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT's satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.
- 2.3. **Delay.** Any delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONSULTANT shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.
- 2.4. **City's Right to Terminate for Default.** Should CONSULTANT be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.
- 2.5. **City's Right to Terminate without Cause.** Without limiting its rights in the event of CONSULTANT's default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONSULTANT. Such termination shall be effective upon receipt of the written notice. CONSULTANT shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY's election, considered the property of CITY.

3. COMPENSATION.

- 3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall not exceed ten thousand dollars (\$10,000.00) without prior written authorization from CITY. CONSULTANT shall bill the CITY for work provided and shall present a written request for such payment monthly.
- 3.2. **Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services.
- 3.3. **Costs.** Any costs billed to the CITY shall be in accordance with any terms negotiated and incorporated herein as part of Exhibit "A" Scope of Services and Fee.

4. INDEPENDENT CONTRACTOR.

- 4.1. CONSULTANT is, for all purposes arising out of this AGREEMENT, an independent contractor. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder, the CITY only being concerned with the finished results of the work being performed. Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. CONSULTANT is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

5. STANDARD OF PERFORMANCE.

While performing the PROFESSIONAL SERVICES, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

6. WARRANTY OF CONSULTANT'S LICENSE.

CONSULTANT warrants that CONSULTANT is properly licensed with the applicable government agency(ies) for any PROFESSIONAL SERVICES that require a license. If the CONSULTANT lacks such license, this AGREEMENT is void and of no effect.

7. AUDIT OF RECORDS.

- 7.1. At any time during normal business hours and as often as may be deemed necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this AGREEMENT.
- 7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

8. CONFIDENTIALITY AND SECURITY.

- 8.1. **Confidential Work Product.** All professional services performed by CONSULTANT, including but not limited to all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by CONSULTANT, pursuant to this AGREEMENT, are for the sole use of the CITY, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. This provision does not apply to information that (a) was publicly known, or otherwise known to CONSULTANT, at the time that it was disclosed to CONSULTANT by the CITY, (b) subsequently becomes publicly known through no act or omission of CONSULTANT or (c) otherwise becomes known to CONSULTANT other than through disclosure by the CITY. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. The sole purpose of this section is to prevent disclosure of CITY's confidential and proprietary information by CONSULTANT or subcontractors.
- 8.2. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this AGREEMENT, may be exposed to confidential information and that disclosure of such information could violate the rights of private individuals and entities, including the parties and third parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law, and all other information protected by applicable law ("Confidential Information"). The party receiving Confidential Information ("Receiving Party") of the other ("Disclosing Party") shall not, and shall cause its employees and agents who are authorized to receive Confidential Information, not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this AGREEMENT or comply with its legal obligations. Receiving Party will use the same reasonable efforts to protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. The Receiving Party will not disclose or release Confidential Information to any third person without the prior written consent of the Disclosing Party, except for where required by law or for authorized employees or agents of the Receiving Party. Prior to disclosing the Confidential Information to its authorized employees or agents, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this AGREEMENT. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable notice and opportunity to contest such disclosure or obtain a protective order.

Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation. Confidential Information does not include any information that is required to be provided to the public pursuant to the laws of the United States and/or California such as the California Public Records Act, due to the nature of CITY being a local governmental agency. The non-disclosure and non-use obligations of this AGREEMENT will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the Receiving Party's receipt of that item.

8.3. Security.

8.3.1. Implementation. CONSULTANT shall implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of data and information provided by the CITY or used in connection with providing services under this AGREEMENT, including data or information about third parties ("CITY'S Data"); (ii) protect against any anticipated threats or hazards to the security or integrity of CITY'S Data; and (iii) protect against unauthorized access to or use of CITY'S Data. CONSULTANT shall review and test such safeguards on no less than an annual basis.

8.3.2. Network. If CONSULTANT makes CITY'S Data accessible through the Internet or other networked environment, CONSULTANT shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of CITY'S Data, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

8.3.3. Personal Data. If CONSULTANT processes or otherwise has access to any personal data or personal information on CITY's behalf when performing CONSULTANT's services and obligations under this AGREEMENT, then: (i) CITY shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CONSULTANT shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) CITY shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CONSULTANT so that CONSULTANT may lawfully use, process and transfer the personal data and personal information in accordance with this AGREEMENT on CITY's behalf in order for CONSULTANT to provide the services and perform its other obligations under this AGREEMENT; (iii) CONSULTANT shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by CITY from time to time and in accordance with the terms of this AGREEMENT; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

8.3.4. Information Security. CONSULTANT represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from CITY does and will comply with all applicable federal and state privacy and data protection laws. In the event of any security breach, CONSULTANT shall: (a) Provide CITY with the name and contact information for an employee who shall serve as CITY's primary security contact and shall be available to assist CITY twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a security breach; and (b) Notify CITY of a security breach as soon as practicable, but no later than twenty-four (24) hours after CONSULTANT becomes aware of it. Immediately following CONSULTANT's notification to CITY of a security breach, the parties shall coordinate with each other to investigate the security breach. CONSULTANT agrees to fully cooperate with CITY in CITY's handling of the matter. CONSULTANT shall use best efforts to immediately remedy any security breach and prevent any further security breach at CONSULTANT's own expense in accordance with applicable privacy rights, laws, regulations and standards. CONSULTANT agrees to provide, at its expense, up to one year of credit monitoring services to third parties impacted by any data breach involving the loss of personally identifiable information.

8.4. Indemnity. CONSULTANT shall defend (with counsel acceptable to CITY), indemnify and hold CITY harmless from and against all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities, damages, judgments, settlements, and court awarded attorney's fees resulting from, arising out of or related to a security or data breach unless the breach is proven to be caused solely by CITY. The terms of this section shall survive termination of this AGREEMENT. For purposes of this provision, "security breach" means any act or omission that compromises either the security, confidentiality, or integrity of Confidential Information or the physical, technical, administrative or organizational safeguards put in place by CONSULTANT or any authorized persons that relate to the protection of the security, confidentiality or integrity of Confidential Information or a breach or alleged breach of this AGREEMENT relating to such privacy practices or privacy obligations imposed by any applicable law.

8.5. Notice and Remedy of Breaches. Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of Section 8 of this AGREEMENT, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

8.6. Enforcement. Each party acknowledges that any breach of any of the provisions of Section 8 of this AGREEMENT may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

9. CONFLICTS OF INTEREST.

9.1. CONSULTANT shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code Section 81000 *et seq.* (Political Reform Act) and Section 1090 *et seq.* CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the CITY.

- 9.2. If, in performing the PROFESSIONAL SERVICES set forth in this AGREEMENT, the CONSULTANT makes, or participates in, a "governmental decision" as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for the CITY that would otherwise be performed by a CITY employee holding a position specified in the department's conflict of interest code, the CONSULTANT shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the CONSULTANT's relevant financial interests.
- 9.3. If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act. Specifically, the CONSULTANT shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the CITY's determination that the CONSULTANT is subject to a conflict of interest code. The CONSULTANT shall also file a Form 700 (Annual Statement) on or before April 1 of each year of the AGREEMENT, disclosing any financial interests held during the previous calendar year for which the CONSULTANT was subject to a conflict of interest code.
- 9.4. CITY represents that pursuant to California Government Code Section 1090 *et seq.*, none of its elected officials, officers, or employees has an interest in this AGREEMENT.

10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.

- 10.1. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this PROJECT, and shall be turned over to the CITY upon completion of the PROJECT or any phase thereof, as contemplated by this AGREEMENT.
- 10.2. Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this AGREEMENT, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

11. INSURANCE

- 11.1. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.
- 11.2. CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.
- 11.3. **Types and Amounts Required.** CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

- 11.3.1. **Commercial General Liability (CGL).** If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 per occurrence and subject to an annual aggregate of \$2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
- 11.3.2. **Commercial Automobile Liability.** If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
- 11.3.3. **Workers' Compensation.** If checked the CONSULTANT shall maintain Worker's Compensation insurance for all of the CONSULTANT's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.
- 11.3.4. **Professional Liability.** If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy.
- 11.3.5. **Cyber Liability.** If checked the CONSULTANT shall also maintain Cyber Liability coverage on an occurrence basis with a limit of \$2,000,000 per occurrence or claim and \$2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by CONSULTANT in this AGREEMENT and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.
- 11.4. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 11.5. **Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

- 11.5.1. The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.
- 11.5.2. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.
- 11.6. **Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

12. INDEMNIFICATION.

CONSULTANT agrees to indemnify, defend (with counsel acceptable to CITY), and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of or failure to perform services or obligations under this AGREEMENT. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.

13. SUBCONTRACTORS.

- 13.1. The CONSULTANT's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the PROJECT is subject to prior approval by the CITY.
- 13.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONSULTANT shall require the subcontractor to obtain, all policies described in Section 11 in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.
- 13.3. In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 12 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

14. NON-DISCRIMINATION.

CONSULTANT shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

15. NOTICES.

All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States mail, postage prepaid and properly addressed as noted below.

Joseph Lim, Community Development Director

City of Solana Beach
635 S. Highway 101
Solana Beach, CA 92075

James F. Knowlton, President

GeoPacifica, Inc.
2060 Industry Street, Suite 105
Oceanside, CA 92054

16. ASSIGNABILITY.

This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated or sub-contracted, without the express written consent of the CITY.

17. RESPONSIBILITY FOR EQUIPMENT.

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

18. CALIFORNIA LAW; VENUE.

This AGREEMENT shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this AGREEMENT shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure Section 394.

19. COMPLIANCE WITH LAWS.

The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this AGREEMENT whether now in force or subsequently enacted. This includes maintaining a City of Solana Beach Business Certificate.

20. ENTIRE AGREEMENT.

This AGREEMENT sets forth the entire understanding of the PARTIES with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

21. NO WAIVER.

No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this AGREEMENT, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this AGREEMENT shall constitute a waiver of any such breach of such covenant, term or condition.

22. SEVERABILITY.

The unenforceability, invalidity, or illegality of any provision of this AGREEMENT shall not render any other provision unenforceable, invalid, or illegal.

23. DRAFTING AMBIGUITIES.

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

24. CONFLICTS BETWEEN TERMS.

If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Exhibits, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

25. EXHIBITS INCORPORATED.

All Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

26. SIGNING AUTHORITY.

- 26.1.** The representative for each Party signing on behalf of a corporation, partnership, joint venture, association, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, association, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.
- 26.2.** If checked, a proper notary acknowledgement of execution by CONSULTANT must be attached.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year first hereinabove written.

CITY OF SOLANA BEACH, a municipal corporation

CONSULTANT, a California Corporation

By:

By:

City Manager, Gregory Wade

Signature

James F. Knowlton, President

ATTEST:

City Clerk, Angela Ivey

APPROVED AS TO CONTENT:

Joseph Lim, Community Development Director

APPROVED AS TO FORM:

City Attorney, Johanna N. Canlas

EXHIBIT "A"
SCOPE OF SERVICES AND FEE

Click or tap here to enter text.

EXHIBIT A

E. Work Plan

Scope of Work/Work Plan

The Geopacifica project manager and principal in charge will be Mr. James Knowlton (RCE, CEG). Mr. Knowlton is the authority responsible for assuring that the requirements identified in the Scope of Work (Exhibit A) have been met. Mr. Knowlton is accountable for the day-to-day project activities and for planning, coordinating, scheduling, quality assurance and meeting assignment timelines, and monitoring budget requirements. It is noteworthy to identify that Mr. Knowlton is both a registered civil engineer and a certified engineering geologist; only one of a few hundred in the state with both designations. Mr. Knowlton will review the soils engineering and the geology of any geotechnical reports; and perform duties required for civil engineering and geology. As principle engineer/geologist, Mr. Knowlton is also responsible for keeping the client informed of all pertinent issues throughout the life of the any project, review or inspections. All project work is under the supervision of Geopacifica principals when an alternate supervisor or manager is necessary. As project principal, Mr. Knowlton is responsible for initial project review and allocation of company resources to satisfy project requirements. Staff professional inspectors, geologists and engineers from our office will perform engineering services as needed. As support to Mr. Knowlton other engineer/project managers and civil engineers are available to provide services to the City of Solana Beach. Those individuals are: Ulf Fageborne (RCE), and Chris Lillback (RCE) and Mike Malone, Senior Project Manager.

Mr. Knowlton will be available to attend meetings regarding all items identified in the Scope of Work (Exhibit A) including Council Meetings. It is imperative that the client allow for a full work day notice regarding meeting attendance. However, this is not a requirement for any emergency the client may have. In the event of an emergency Mr. Knowlton is available to the client via mobile phone (760)802-8153.

Mr. Knowlton will communicate monthly by email the status of all projects outstanding with a brief summary.

F. PRICING

2019 SCHEDULE OFFEES

INVOICES:

Invoices are payable thirty (30) days from presentation. Net 30 days.

PAYEE:

GEPACIFICA, INC. 3060 Industry St. Suite 105 Oceanside, CA 92054 Office:
760-721-5488 FAX: 760-721-5539
email: geopacifica@sbcglobal.net

SERVICES COST:

▶ Principal Supervising Civil Engineer/Geologist	\$150.00/hr
▶ Senior Engineering Construction Inspector	\$ 90.00/hr
▶ Engineering Construction Inspector	\$ 80.00/hr
▶ Administration/Reports Processing	\$ 55.00/hr

Mileage: \$00.54

Brief Description of Personnel:

1. Jim Knowlton, Principal Civil Engineer/Geologist
Principal Client Contact, Manager/Supervisor @
\$150.00/hr
2. Chip Estoffier, Senior Construction Inspector @
\$90/hr
3. Mike Malone – Senior Civil Engineer, and
alternate Manager/Supervisor @ \$135/hr
4. Ulf Fageborn, Senior Civil Engineer and alternate
Manager/Supervisor @ \$135/hr
5. Chris Lillback, Senior Civil Engineer and alternate
Manager/Supervisor @ \$135/hr
6. Carol Pezzopane Senior Construction Inspector
@ \$90.00/hr

City of Solana Beach

PROFESSIONAL SERVICES AGREEMENT

FOR Third Party Geotechnical Engineering Pass Through

THIS Professional Services Agreement (“AGREEMENT”) is made and entered into this 1st day of July, 2019 by and between the CITY OF SOLANA BEACH, a municipal corporation (“CITY”), and, GeoPacifica, Inc. a California Corporation, (“CONSULTANT”) (collectively “PARTIES”).

WHEREAS, the CITY desires to employ a CONSULTANT to furnish third party pass-through coastal geotechnical review services (“PROFESSIONAL SERVICES”) for various coastal and inland bluff-top projects on an as needed basis (“PROJECT”); and

WHEREAS, the CITY has determined that CONSULTANT is qualified by experience and ability to perform the services desired by CITY, and CONSULTANT is willing to perform such services; and

WHEREAS, CONSULTANT will conduct all the work as described and detailed in this AGREEMENT to be provided to the CITY.

NOW, THEREFORE, the PARTIES hereto mutually covenant and agree with each other as follows:

1. PROFESSIONAL SERVICES.

- 1.1. **Scope of Services.** The CONSULTANT shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit “A” Scope of Services and Fee, at the direction of the CITY. CITY shall provide CONSULTANT access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT. For all work to be performed on site at City Hall, CITY and CONSULTANT agree that the Scope of Services begins when CONSULTANT arrives at City Hall and terminates when CONSULTANT leaves City Hall. Travel time to and from City Hall shall not be considered time on the job or compensated by the CITY.
- 1.2.
- 1.3. **Project Coordinator.** The Community Development Director is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CONSULTANT. James Knowlton, is hereby designated as the Project Director for CONSULTANT.
- 1.4. **City Modification of Scope of Services.** CITY may order changes to the Scope of Services within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions. If such changes cause a change in the CONSULTANT’s cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONSULTANT’s compensation and/or contract time shall be made, subject to the CITY’S approval. All such changes shall be authorized in writing, executed by CONSULTANT and CITY.

2. DURATION OF AGREEMENT.

- 2.1. **Term.** The term of this AGREEMENT shall be for a period of one (1) year beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.

- 2.2. **Extensions.** If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year periods or parts thereof for an open-ended amount, funded by pass-through fees collected from property owners at the time of project application submittal per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT's satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.
- 2.3. **Delay.** Any delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONSULTANT shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.
- 2.4. **City's Right to Terminate for Default.** Should CONSULTANT be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.
- 2.5. **City's Right to Terminate without Cause.** Without limiting its rights in the event of CONSULTANT's default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONSULTANT. Such termination shall be effective upon receipt of the written notice. CONSULTANT shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY's election, considered the property of CITY.

3. COMPENSATION.

- 3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall be an open-ended amount, funded by pass-through fees collected from property owners at the time of project application submittal. CONSULTANT shall bill the CITY for work provided and shall present a written request for such payment monthly.
- 3.2. **Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services.
- 3.3. **Costs.** Any costs billed to the CITY shall be in accordance with any terms negotiated and incorporated herein as part of Exhibit "A" Scope of Services and Fee.

4. INDEPENDENT CONTRACTOR.

- 4.1. CONSULTANT is, for all purposes arising out of this AGREEMENT, an independent contractor. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder, the CITY only being concerned with the finished results of the work being performed. Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. CONSULTANT is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

5. STANDARD OF PERFORMANCE.

While performing the PROFESSIONAL SERVICES, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

6. WARRANTY OF CONSULTANT'S LICENSE.

CONSULTANT warrants that CONSULTANT is properly licensed with the applicable government agency(ies) for any PROFESSIONAL SERVICES that require a license. If the CONSULTANT lacks such license, this AGREEMENT is void and of no effect.

7. AUDIT OF RECORDS.

- 7.1. At any time during normal business hours and as often as may be deemed necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this AGREEMENT.
- 7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

8. CONFIDENTIALITY AND SECURITY.

- 8.1. **Confidential Work Product.** All professional services performed by CONSULTANT, including but not limited to all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by CONSULTANT, pursuant to this AGREEMENT, are for the sole use of the CITY, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. This provision does not apply to information that (a) was publicly known, or otherwise known to CONSULTANT, at the time that it was disclosed to CONSULTANT by the CITY, (b) subsequently becomes publicly known through no act or omission of CONSULTANT or (c) otherwise becomes known to CONSULTANT other than through disclosure by the CITY. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. The sole purpose of this section is to prevent disclosure of CITY's confidential and proprietary information by CONSULTANT or subcontractors.
- 8.2. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this AGREEMENT, may be exposed to confidential information and that disclosure of such information could violate the rights of private individuals and entities, including the parties and third parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law, and all other information protected by applicable law ("Confidential Information"). The party receiving Confidential Information ("Receiving Party") of the other ("Disclosing Party") shall not, and shall cause its employees and agents who are authorized to receive Confidential Information, not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this AGREEMENT or comply with its legal obligations. Receiving Party will use the same reasonable efforts to protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. The Receiving Party will not disclose or release Confidential Information to any third person without the prior written consent of the Disclosing Party, except for where required by law or for authorized employees or agents of the Receiving Party. Prior to disclosing the Confidential Information to its authorized employees or agents, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this AGREEMENT. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable notice and opportunity to contest such disclosure or obtain a protective order.

Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation. Confidential Information does not include any information that is required to be provided to the public pursuant to the laws of the United States and/or California such as the California Public Records Act, due to the nature of CITY being a local governmental agency. The non-disclosure and non-use obligations of this AGREEMENT will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the Receiving Party's receipt of that item.

8.3. Security.

8.3.1. Implementation. CONSULTANT shall implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of data and information provided by the CITY or used in connection with providing services under this AGREEMENT, including data or information about third parties ("CITY'S Data"); (ii) protect against any anticipated threats or hazards to the security or integrity of CITY'S Data; and (iii) protect against unauthorized access to or use of CITY'S Data. CONSULTANT shall review and test such safeguards on no less than an annual basis.

8.3.2. Network. If CONSULTANT makes CITY'S Data accessible through the Internet or other networked environment, CONSULTANT shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of CITY'S Data, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

8.3.3. Personal Data. If CONSULTANT processes or otherwise has access to any personal data or personal information on CITY's behalf when performing CONSULTANT's services and obligations under this AGREEMENT, then: (i) CITY shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CONSULTANT shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) CITY shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CONSULTANT so that CONSULTANT may lawfully use, process and transfer the personal data and personal information in accordance with this AGREEMENT on CITY's behalf in order for CONSULTANT to provide the services and perform its other obligations under this AGREEMENT; (iii) CONSULTANT shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by CITY from time to time and in accordance with the terms of this AGREEMENT; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

8.3.4. Information Security. CONSULTANT represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from CITY does and will comply with all applicable federal and state privacy and data protection laws. In the event of any security breach, CONSULTANT shall: (a) Provide CITY with the name and contact information for an employee who shall serve as CITY's primary security contact and shall be available to assist CITY twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a security breach; and (b) Notify CITY of a security breach as soon as practicable, but no later than twenty-four (24) hours after CONSULTANT becomes aware of it. Immediately following CONSULTANT's notification to CITY of a security breach, the parties shall coordinate with each other to investigate the security breach. CONSULTANT agrees to fully cooperate with CITY in CITY's handling of the matter. CONSULTANT shall use best efforts to immediately remedy any security breach and prevent any further security breach at CONSULTANT's own expense in accordance with applicable privacy rights, laws, regulations and standards. CONSULTANT agrees to provide, at its expense, up to one year of credit monitoring services to third parties impacted by any data breach involving the loss of personally identifiable information.

8.4. Indemnity. CONSULTANT shall defend (with counsel acceptable to CITY), indemnify and hold CITY harmless from and against all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities, damages, judgments, settlements, and court awarded attorney's fees resulting from, arising out of or related to a security or data breach unless the breach is proven to be caused solely by CITY. The terms of this section shall survive termination of this AGREEMENT. For purposes of this provision, "security breach" means any act or omission that compromises either the security, confidentiality, or integrity of Confidential Information or the physical, technical, administrative or organizational safeguards put in place by CONSULTANT or any authorized persons that relate to the protection of the security, confidentiality or integrity of Confidential Information or a breach or alleged breach of this AGREEMENT relating to such privacy practices or privacy obligations imposed by any applicable law.

8.5. Notice and Remedy of Breaches. Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of Section 8 of this AGREEMENT, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

8.6. Enforcement. Each party acknowledges that any breach of any of the provisions of Section 8 of this AGREEMENT may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

9. CONFLICTS OF INTEREST.

9.1. CONSULTANT shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code Section 81000 *et seq.* (Political Reform Act) and Section 1090 *et seq.* CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the CITY.

- 9.2. If, in performing the PROFESSIONAL SERVICES set forth in this AGREEMENT, the CONSULTANT makes, or participates in, a "governmental decision" as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for the CITY that would otherwise be performed by a CITY employee holding a position specified in the department's conflict of interest code, the CONSULTANT shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the CONSULTANT's relevant financial interests.
- 9.3. If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act. Specifically, the CONSULTANT shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the CITY's determination that the CONSULTANT is subject to a conflict of interest code. The CONSULTANT shall also file a Form 700 (Annual Statement) on or before April 1 of each year of the AGREEMENT, disclosing any financial interests held during the previous calendar year for which the CONSULTANT was subject to a conflict of interest code.
- 9.4. CITY represents that pursuant to California Government Code Section 1090 *et seq.*, none of its elected officials, officers, or employees has an interest in this AGREEMENT.

10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.

- 10.1. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this PROJECT, and shall be turned over to the CITY upon completion of the PROJECT or any phase thereof, as contemplated by this AGREEMENT.
- 10.2. Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this AGREEMENT, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

11. INSURANCE

- 11.1. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.
- 11.2. CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.
- 11.3. **Types and Amounts Required.** CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

- 11.3.1. **Commercial General Liability (CGL).** If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 per occurrence and subject to an annual aggregate of \$2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
- 11.3.2. **Commercial Automobile Liability.** If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
- 11.3.3. **Workers' Compensation.** If checked the CONSULTANT shall maintain Worker's Compensation insurance for all of the CONSULTANT's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.
- 11.3.4. **Professional Liability.** If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy.
- 11.3.5. **Cyber Liability.** If checked the CONSULTANT shall also maintain Cyber Liability coverage on an occurrence basis with a limit of \$2,000,000 per occurrence or claim and \$2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by CONSULTANT in this AGREEMENT and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.
- 11.4. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 11.5. **Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

- 11.5.1. The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.
- 11.5.2. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.
- 11.6. **Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

12. INDEMNIFICATION.

CONSULTANT agrees to indemnify, defend (with counsel acceptable to CITY), and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of or failure to perform services or obligations under this AGREEMENT. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.

13. SUBCONTRACTORS.

- 13.1. The CONSULTANT's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the PROJECT is subject to prior approval by the CITY.
- 13.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONSULTANT shall require the subcontractor to obtain, all policies described in Section 11 in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.
- 13.3. In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 12 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

14. NON-DISCRIMINATION.

CONSULTANT shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

15. NOTICES.

All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States mail, postage prepaid and properly addressed as noted below.

Joseph Lim, Community Development Director

City of Solana Beach
635 S. Highway 101
Solana Beach, CA 92075

James F. Knowlton, President

GeoPacifica, Inc.
2060 Industry Street, Suite 105
Oceanside, CA 92054

16. ASSIGNABILITY.

This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated or sub-contracted, without the express written consent of the CITY.

17. RESPONSIBILITY FOR EQUIPMENT.

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

18. CALIFORNIA LAW; VENUE.

This AGREEMENT shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this AGREEMENT shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure Section 394.

19. COMPLIANCE WITH LAWS.

The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this AGREEMENT whether now in force or subsequently enacted. This includes maintaining a City of Solana Beach Business Certificate.

20. ENTIRE AGREEMENT.

This AGREEMENT sets forth the entire understanding of the PARTIES with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

21. NO WAIVER.

No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this AGREEMENT, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this AGREEMENT shall constitute a waiver of any such breach of such covenant, term or condition.

22. SEVERABILITY.

The unenforceability, invalidity, or illegality of any provision of this AGREEMENT shall not render any other provision unenforceable, invalid, or illegal.

23. DRAFTING AMBIGUITIES.

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

24. CONFLICTS BETWEEN TERMS.

If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Exhibits, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

25. EXHIBITS INCORPORATED.

All Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

26. SIGNING AUTHORITY.

- 26.1.** The representative for each Party signing on behalf of a corporation, partnership, joint venture, association, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, association, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.
- 26.2.** If checked, a proper notary acknowledgement of execution by CONSULTANT must be attached.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year first hereinabove written.

CITY OF SOLANA BEACH, a municipal corporation

CONSULTANT, a California Corporation

By:

By:

City Manager, Gregory Wade

Signature

James F. Knowlton, President

ATTEST:

City Clerk, Angela Ivey

APPROVED AS TO CONTENT:

Joseph Lim, Community Development Director

APPROVED AS TO FORM:

City Attorney, Johanna N. Canlas

EXHIBIT "A"
SCOPE OF SERVICES AND FEE

Click or tap here to enter text.

EXHIBIT A

E. Work Plan

Scope of Work/Work Plan

The Geopacifica project manager and principal in charge will be Mr. James Knowlton (RCE, CEG). Mr. Knowlton is the authority responsible for assuring that the requirements identified in the Scope of Work (Exhibit A) have been met. Mr. Knowlton is accountable for the day-to-day project activities and for planning, coordinating, scheduling, quality assurance and meeting assignment timelines, and monitoring budget requirements. It is noteworthy to identify that Mr. Knowlton is both a registered civil engineer and a certified engineering geologist; only one of a few hundred in the state with both designations. Mr. Knowlton will review the soils engineering and the geology of any geotechnical reports; and perform duties required for civil engineering and geology. As principle engineer/geologist, Mr. Knowlton is also responsible for keeping the client informed of all pertinent issues throughout the life of the any project, review or inspections. All project work is under the supervision of Geopacifica principals when an alternate supervisor or manager is necessary. As project principal, Mr. Knowlton is responsible for initial project review and allocation of company resources to satisfy project requirements. Staff professional inspectors, geologists and engineers from our office will perform engineering services as needed. As support to Mr. Knowlton other engineer/project managers and civil engineers are available to provide services to the City of Solana Beach. Those individuals are: Ulf Fageborne (RCE), and Chris Lillback (RCE) and Mike Malone, Senior Project Manager.

Mr. Knowlton will be available to attend meetings regarding all items identified in the Scope of Work (Exhibit A) including Council Meetings. It is imperative that the client allow for a full work day notice regarding meeting attendance. However, this is not a requirement for any emergency the client may have. In the event of an emergency Mr. Knowlton is available to the client via mobile phone (760)802-8153.

Mr. Knowlton will communicate monthly by email the status of all projects outstanding with a brief summary.

F. PRICING

2019 SCHEDULE OFFEES

INVOICES:

Invoices are payable thirty (30) days from presentation. Net 30 days.

PAYEE:

GEOPACIFICA, INC. 3060 Industry St. Suite 105 Oceanside, CA 92054 Office:
760-721-5488 FAX: 760-721-5539
email: geopacifica@sbcglobal.net

SERVICES COST:

▶ Principal Supervising Civil Engineer/Geologist	\$150.00/hr
▶ Senior Engineering Construction Inspector	\$ 90.00/hr
▶ Engineering Construction Inspector	\$ 80.00/hr
▶ Administration/Reports Processing	\$ 55.00/hr

Mileage: \$00.54

Brief Description of Personnel:

1. Jim Knowlton, Principal Civil Engineer/Geologist
Principal Client Contact, Manager/Supervisor @
\$150.00/hr
2. Chip Estoffier, Senior Construction Inspector @
\$90/hr
3. Mike Malone – Senior Civil Engineer, and
alternate Manager/Supervisor @ \$135/hr
4. Ulf Fageborn, Senior Civil Engineer and alternate
Manager/Supervisor @ \$135/hr
5. Chris Lillback, Senior Civil Engineer and alternate
Manager/Supervisor @ \$135/hr
6. Carol Pezzopane Senior Construction Inspector
@ \$90.00/hr

City of Solana Beach

PROFESSIONAL SERVICES AGREEMENT

FOR Third Party Geotechnical Engineering

THIS Professional Services Agreement (“AGREEMENT”) is made and entered into this 1st day of July, 2019 by and between the CITY OF SOLANA BEACH, a municipal corporation (“CITY”), and, CTE INC. a California Corporation, (“CONSULTANT”) (collectively “PARTIES”).

WHEREAS, the CITY desires to employ a CONSULTANT to furnish professional coastal geotechnical engineering services as needed (“PROFESSIONAL SERVICES”) for various City coastal and inland bluff projects projects (“PROJECT”); and

WHEREAS, the CITY has determined that CONSULTANT is qualified by experience and ability to perform the services desired by CITY, and CONSULTANT is willing to perform such services; and

WHEREAS, CONSULTANT will conduct all the work as described and detailed in this AGREEMENT to be provided to the CITY.

NOW, THEREFORE, the PARTIES hereto mutually covenant and agree with each other as follows:

1. PROFESSIONAL SERVICES.

1.1. **Scope of Services.** The CONSULTANT shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit “A” Scope of Services and Fee, at the direction of the CITY. CITY shall provide CONSULTANT access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT. For all work to be performed on site at City Hall, CITY and CONSULTANT agree that the Scope of Services begins when CONSULTANT arrives at City Hall and terminates when CONSULTANT leaves City Hall. Travel time to and from City Hall shall not be considered time on the job or compensated by the CITY.

1.2.

1.3. **Project Coordinator.** The Community Development Director is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CONSULTANT. Tiffany Hilborn is hereby designated as the Project Director for CONSULTANT.

1.4. **City Modification of Scope of Services.** CITY may order changes to the Scope of Services within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions. If such changes cause a change in the CONSULTANT’s cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONSULTANT’s compensation and/or contract time shall be made, subject to the CITY’S approval. All such changes shall be authorized in writing, executed by CONSULTANT and CITY.

2. DURATION OF AGREEMENT.

2.1. **Term.** The term of this AGREEMENT shall be for a period of one (1) year beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.

- 2.2. Extensions.** If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year periods or parts thereof for an amount not to exceed ten thousand dollars and (\$10,000.00) per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT's satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.
- 2.3. Delay.** Any delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONSULTANT shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.
- 2.4. City's Right to Terminate for Default.** Should CONSULTANT be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.
- 2.5. City's Right to Terminate without Cause.** Without limiting its rights in the event of CONSULTANT's default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONSULTANT. Such termination shall be effective upon receipt of the written notice. CONSULTANT shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY's election, considered the property of CITY.

3. COMPENSATION.

- 3.1. Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall not exceed ten thousand dollars (\$10,000.00) without prior written authorization from CITY. CONSULTANT shall bill the CITY for work provided and shall present a written request for such payment monthly.
- 3.2. Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services.
- 3.3. Costs.** Any costs billed to the CITY shall be in accordance with any terms negotiated and incorporated herein as part of Exhibit "A" Scope of Services and Fee.

4. INDEPENDENT CONTRACTOR.

- 4.1.** CONSULTANT is, for all purposes arising out of this AGREEMENT, an independent contractor. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder, the CITY only being concerned with the finished results of the work being performed. Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. CONSULTANT is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

5. STANDARD OF PERFORMANCE.

While performing the PROFESSIONAL SERVICES, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

6. WARRANTY OF CONSULTANT'S LICENSE.

CONSULTANT warrants that CONSULTANT is properly licensed with the applicable government agency(ies) for any PROFESSIONAL SERVICES that require a license. If the CONSULTANT lacks such license, this AGREEMENT is void and of no effect.

7. AUDIT OF RECORDS.

- 7.1. At any time during normal business hours and as often as may be deemed necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this AGREEMENT.
- 7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

8. CONFIDENTIALITY AND SECURITY.

- 8.1. **Confidential Work Product.** All professional services performed by CONSULTANT, including but not limited to all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by CONSULTANT, pursuant to this AGREEMENT, are for the sole use of the CITY, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. This provision does not apply to information that (a) was publicly known, or otherwise known to CONSULTANT, at the time that it was disclosed to CONSULTANT by the CITY, (b) subsequently becomes publicly known through no act or omission of CONSULTANT or (c) otherwise becomes known to CONSULTANT other than through disclosure by the CITY. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. The sole purpose of this section is to prevent disclosure of CITY's confidential and proprietary information by CONSULTANT or subcontractors.
- 8.2. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this AGREEMENT, may be exposed to confidential information and that disclosure of such information could violate the rights of private individuals and entities, including the parties and third parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law, and all other information protected by applicable law ("Confidential Information"). The party receiving Confidential Information ("Receiving Party") of the other ("Disclosing Party") shall not, and shall cause its employees and agents who are authorized to receive Confidential Information, not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this AGREEMENT or comply with its legal obligations. Receiving Party will use the same reasonable efforts to protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. The Receiving Party will not disclose or release Confidential Information to any third person without the prior written consent of the Disclosing Party, except for where required by law or for authorized employees or agents of the Receiving Party. Prior to disclosing the Confidential Information to its authorized employees or agents, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this AGREEMENT. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable notice and opportunity to contest such disclosure or obtain a protective order.

Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation. Confidential Information does not include any information that is required to be provided to the public pursuant to the laws of the United States and/or California such as the California Public Records Act, due to the nature of CITY being a local governmental agency. The non-disclosure and non-use obligations of this AGREEMENT will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the Receiving Party's receipt of that item.

8.3. Security.

8.3.1. Implementation. CONSULTANT shall implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of data and information provided by the CITY or used in connection with providing services under this AGREEMENT, including data or information about third parties ("CITY'S Data"); (ii) protect against any anticipated threats or hazards to the security or integrity of CITY'S Data; and (iii) protect against unauthorized access to or use of CITY'S Data. CONSULTANT shall review and test such safeguards on no less than an annual basis.

8.3.2. Network. If CONSULTANT makes CITY'S Data accessible through the Internet or other networked environment, CONSULTANT shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of CITY'S Data, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

8.3.3. Personal Data. If CONSULTANT processes or otherwise has access to any personal data or personal information on CITY's behalf when performing CONSULTANT's services and obligations under this AGREEMENT, then: (i) CITY shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CONSULTANT shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) CITY shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CONSULTANT so that CONSULTANT may lawfully use, process and transfer the personal data and personal information in accordance with this AGREEMENT on CITY's behalf in order for CONSULTANT to provide the services and perform its other obligations under this AGREEMENT; (iii) CONSULTANT shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by CITY from time to time and in accordance with the terms of this AGREEMENT; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

8.3.4. Information Security. CONSULTANT represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from CITY does and will comply with all applicable federal and state privacy and data protection laws. In the event of any security breach, CONSULTANT shall: (a) Provide CITY with the name and contact information for an employee who shall serve as CITY's primary security contact and shall be available to assist CITY twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a security breach; and (b) Notify CITY of a security breach as soon as practicable, but no later than twenty-four (24) hours after CONSULTANT becomes aware of it. Immediately following CONSULTANT's notification to CITY of a security breach, the parties shall coordinate with each other to investigate the security breach. CONSULTANT agrees to fully cooperate with CITY in CITY's handling of the matter. CONSULTANT shall use best efforts to immediately remedy any security breach and prevent any further security breach at CONSULTANT's own expense in accordance with applicable privacy rights, laws, regulations and standards. CONSULTANT agrees to provide, at its expense, up to one year of credit monitoring services to third parties impacted by any data breach involving the loss of personally identifiable information.

8.4. Indemnity. CONSULTANT shall defend (with counsel acceptable to CITY), indemnify and hold CITY harmless from and against all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities, damages, judgments, settlements, and court awarded attorney's fees resulting from, arising out of or related to a security or data breach unless the breach is proven to be caused solely by CITY. The terms of this section shall survive termination of this AGREEMENT. For purposes of this provision, "security breach" means any act or omission that compromises either the security, confidentiality, or integrity of Confidential Information or the physical, technical, administrative or organizational safeguards put in place by CONSULTANT or any authorized persons that relate to the protection of the security, confidentiality or integrity of Confidential Information or a breach or alleged breach of this AGREEMENT relating to such privacy practices or privacy obligations imposed by any applicable law.

8.5. Notice and Remedy of Breaches. Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of Section 8 of this AGREEMENT, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

8.6. Enforcement. Each party acknowledges that any breach of any of the provisions of Section 8 of this AGREEMENT may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

9. CONFLICTS OF INTEREST.

9.1. CONSULTANT shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code Section 81000 *et seq.* (Political Reform Act) and Section 1090 *et seq.* CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the CITY.

- 9.2. If, in performing the PROFESSIONAL SERVICES set forth in this AGREEMENT, the CONSULTANT makes, or participates in, a “governmental decision” as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for the CITY that would otherwise be performed by a CITY employee holding a position specified in the department's conflict of interest code, the CONSULTANT shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the CONSULTANT's relevant financial interests.
- 9.3. If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act. Specifically, the CONSULTANT shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the CITY's determination that the CONSULTANT is subject to a conflict of interest code. The CONSULTANT shall also file a Form 700 (Annual Statement) on or before April 1 of each year of the AGREEMENT, disclosing any financial interests held during the previous calendar year for which the CONSULTANT was subject to a conflict of interest code.
- 9.4. CITY represents that pursuant to California Government Code Section 1090 *et seq.*, none of its elected officials, officers, or employees has an interest in this AGREEMENT.

10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.

- 10.1. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this PROJECT, and shall be turned over to the CITY upon completion of the PROJECT or any phase thereof, as contemplated by this AGREEMENT.
- 10.2. Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this AGREEMENT, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

11. INSURANCE

- 11.1. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than “A” and “VII” unless otherwise approved in writing by the CITY's Risk Manager.
- 11.2. CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.
- 11.3. **Types and Amounts Required.** CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

- 11.3.1. **Commercial General Liability (CGL).** If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$2,000,000.00 per occurrence and subject to an annual aggregate of \$4,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
- 11.3.2. **Commercial Automobile Liability.** If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
- 11.3.3. **Workers' Compensation.** If checked the CONSULTANT shall maintain Worker's Compensation insurance for all of the CONSULTANT's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.
- 11.3.4. **Professional Liability.** If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy.
- 11.3.5. **Cyber Liability.** If checked the CONSULTANT shall also maintain Cyber Liability coverage on an occurrence basis with a limit of \$2,000,000 per occurrence or claim and \$2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by CONSULTANT in this AGREEMENT and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.
- 11.4. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 11.5. **Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

- 11.5.1. The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.
- 11.5.2. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.
- 11.6. **Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

12. INDEMNIFICATION.

CONSULTANT agrees to indemnify, defend (with counsel acceptable to CITY), and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of or failure to perform services or obligations under this AGREEMENT. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.

13. SUBCONTRACTORS.

- 13.1. The CONSULTANT's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the PROJECT is subject to prior approval by the CITY.
- 13.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONSULTANT shall require the subcontractor to obtain, all policies described in Section 11 in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.
- 13.3. In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 12 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

14. NON-DISCRIMINATION.

CONSULTANT shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

15. NOTICES.

All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States mail, postage prepaid and properly addressed as noted below.

Joseph Lim, Community Development Director

Tiffany Hilborn, Business Development Manager

City of Solana Beach
635 S. Highway 101
Solana Beach, CA 92075

CTE Inc.
1441 Montiel road, Suite 115
Escondido, CA 92026

16. ASSIGNABILITY.

This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT’s duties be delegated or sub-contracted, without the express written consent of the CITY.

17. RESPONSIBILITY FOR EQUIPMENT.

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT’s employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT’s employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

18. CALIFORNIA LAW; VENUE.

This AGREEMENT shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this AGREEMENT shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure Section 394.

19. COMPLIANCE WITH LAWS.

The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this AGREEMENT whether now in force or subsequently enacted. This includes maintaining a City of Solana Beach Business Certificate.

20. ENTIRE AGREEMENT.

This AGREEMENT sets forth the entire understanding of the PARTIES with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

21. NO WAIVER.

No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this AGREEMENT, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this AGREEMENT shall constitute a waiver of any such breach of such covenant, term or condition.

22. SEVERABILITY.

The unenforceability, invalidity, or illegality of any provision of this AGREEMENT shall not render any other provision unenforceable, invalid, or illegal.

23. DRAFTING AMBIGUITIES.

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

24. CONFLICTS BETWEEN TERMS.

If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Exhibits, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

25. EXHIBITS INCORPORATED.

All Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

26. SIGNING AUTHORITY.

- 26.1. The representative for each Party signing on behalf of a corporation, partnership, joint venture, association, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, association, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.
- 26.2. If checked, a proper notary acknowledgement of execution by CONSULTANT must be attached.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year first hereinabove written.

CITY OF SOLANA BEACH, a municipal corporation

CONSULTANT, a California Corporation

By:

By:

City Manager, Gregory Wade

Signature

Tiffany Hilborn, Business Development Manager

ATTEST:

City Clerk, Angela Ivey

APPROVED AS TO CONTENT:

Joseph Lim, Community Development Director

APPROVED AS TO FORM:

City Attorney, Johanna N. Canlas

EXHIBIT "A"
SCOPE OF SERVICES AND FEE

Click or tap here to enter text.

EXHIBIT A



SCOPE - WORK PLAN

Construction Testing and Engineering (CTE) has extensive experience with on-call Geotechnical Engineering Design and Material Testing contracts with City, County, and State Public Works Departments. Based on our experience, and review of project requirements, CTE understands the needs and expectations of the City of Solana Beach with regard to an on-call contract. The purpose of an on-call contract with the City is to provide the city the ability to quickly complete soils and geotechnical engineering investigation, design, materials testing, and other engineering assignments during times of peak workload and staffing shortages. If selected, CTE will maintain a positive commitment to perform the work in the required manner and time frame as we have done on similar on-call assignments.

Current CTE on-call engineering/material testing contracts include the City of Oceanside Public Works Department, the City of Oceanside Water Utilities Department, Imperial County Department of Public Works, County of San Diego Public Works, State of California Department of Parks and Recreation, Escondido Union, Solana Beach, Sweetwater, Chula Vista Elementary, and numerous other School Districts. Services performed during our on call contracts for various public entities have included:

- Preparation of soils and geotechnical reports and third party review. Geotechnical investigations include borings, CPT, and trenching methods based on geologic conditions and potential hazards such as liquefaction, slope instability, consolidation, and shallow groundwater.
- Design Services, Plan Review, and Engineer of Record.
- Design and Construction Phase remediation recommendations based on unforeseen geologic and/or environmental conditions.
- Sampling, observation, and testing of materials by certified personnel during construction of soils, structural concrete, shotcrete, and masonry improvements.
- Materials testing for roads, bridges, schools, and municipal structures in accordance with applicable AASHTO, ASTM, Caltrans, and local guidelines.

As an on-call professional consultant, CTE will act as an extension of city staff and will provide the personnel necessary to perform the requested projects and reporting. Prevailing wage rates will be paid to any sub-consultants and other laborers, as applicable. CTE is familiar with the qualification and certification standards necessary to work on federally or locally funded projects, and intends to maintain such certifications for the duration of the contract.

CTE understands that assignments to be included as part of the awarded contract may include the following:

- Planning & Design
- Engineering & Project Management (includes technical analyses, site evaluations, studies, reports and presentations; project tracking; PS&E; QA/QC; plan reviews; constructability reviews and value engineering; construction bidding, construction support and responses to RFIs; and preparation of record drawings)
- Building Department Support Services (includes plan checks, permit tracking, inspections, and enforcement of the CA Building Code)



Our understanding of the process for working with the City of National City on an on-call contract is as follows: CTE will be asked to provide a proposal for needed projects, which will include specific project understanding and the appropriate fixed fee rate or time and materials contract for the work to be completed, the proposed survey methodology and protocols to be used, a breakdown of the hours anticipated for the work, milestones to be used to mark the accomplishments, and points of payment authorization.

PROJECT APPROACH

CTE knows how important good communication between all members of the project team including: the owner, architects, designers, engineers, construction managers, Inspectors of Record (IOR), project inspectors, and contractors to successfully deliver our services with a emphasis on quality, budget, safety and schedule is, ensuring that the project move forward efficiently.

What is this communication plan, how does it work?

PROJECT MANAGEMENT TECHNOLOGY

KEEPS VITAL PROJECT INFORMATION READILY AVAILABLE.

As your project starts, our project management software enables our team to keep their fingers on the pulse of your project, allowing them to track the available budget in alignment with the remaining schedule. This enables our project manager to communicate to the City spontaneously due to all project information being at their fingertips.

Before our inspectors, technicians, engineers or geologists start an assignment, they are given an estimated timeframe for their specific task. Arming them with this information from the start enables them to raise the red flag before there is a problem. This is just one more way that CTE safeguards against budget overruns.

CTE doesn't monitor your budget as a whole instead we monitor your budget per scope. In the event that a scope item is going to run over, and adversely affect the overall project budget our project manager will notify the City's project manager. At that point a meeting may be scheduled to discuss the additional hours required to complete the task. This allows the PM/CM to make adjustments in the budget as required. Further, CTE will not exceed the contracted budget without an approved change order from you or your authorized representative.

Due to our hands-on management approach, CTE has a proven track record of successful projects, demonstrated by our project experience and references.

CTE SERVICES

CTE will provide geotechnical observation for your project with local technicians. This is an added benefit to the City, because they are familiar with the local geotechnical conditions. Further our soil technicians often have their concrete cards witch is a advantage to the City, because it will enable them to inspect small concrete pours while on site. This will allow for a more efficient use of manpower.



OUR BASIC APPROACH TO YOUR PROJECT:

- Selecting a local inspector/technicians that is the best fit for the project
- Providing all team members with project schedule / budget information
- Dispatch Assignments sent via email and text
- Inspector/Tech have access to plans and specs electronically for review on tablets prior to arriving on site (if available).
- Samples will be logged/labeled and scheduled for pick-up
- Field Inspection Reports will include:
 - o Sample number
 - o Location
 - o Estimated elevation
 - o Location and type of material
 - Dry density,
 - Percent moisture content,
 - Percent compaction,
 - Methods and remarks.
- Any non-compliant work will be addressed and reported to the City immediately.
- Inspection reports are available within 24 hours and will be sent to the City via email.

QUICK TURNAROUND OF TEST RESULTS

When test samples arrive at CTE's laboratory they are:

- Given a sample number
- Labeled with:
 - o the project number,
 - o appropriate testing method required
 - o testing schedule

One of our many licensed engineers reviews all reports prior to submission. This includes field testing, analyses, and laboratory test results.

FINAL REPORT:

CTE in most cases can produce the final report within 72 hours after completion of our scope of work (depending on the size and scope of the project). The final report certification will state that the project has been completed in accordance with all project specific codes, requirements, and standards.

The final report can contain any items requested by the City such as:

- Daily reports
- Laboratory test results & reports
- Field inspection reports,
- Batch plant inspection reports,
- Summary of the field density tests
- Inspector's names, and certificates
- Laboratory certifications



INTERNAL QUALITY ASSURANCE

CTE has established and maintained strict quality assurance procedures to ensure the accuracy and reliability of its testing and inspection services. These procedures include continual reviews, inspections and certifications from federal, state and local agencies, participation in proficiency testing programs, providing and maintaining an adequate reference library.

Currently, CTE has jurisdictional approvals from the American Association of State Highway and Transportation Officials (**AASHTO**), the United States Army Corps of Engineers (**USACOE**), the United States Navy – Naval Facilities Engineering Command (**NAVFAC**) Southwest Division, the California State Office of the Division of the State Architect (**DSA**), Pre-approved OSHPD Laboratory, the City of San Diego, and the City of Los Angeles. CTE is proud to be one of the few testing laboratories in Southern California with AASHTO accreditation in **all** disciplines.

To ensure that the laboratory testing standards set by AASHTO are incorporated and maintained, CTE participates in the proficiency sampling and testing program conducted by the AASHTO Materials Reference Laboratory (**AMRL**).

Test data is tabulated and reviewed by the lab manager and project manager to identify failing and conforming tests. All nonconforming materials are documented and notifications of nonconformance test results will be provided to the City's predetermined distribution list.

SAFETY

Whether it is on the job site, at the office or in transit, CTE's employees are encouraged to be safety advocates for themselves and others. CTE employees observe applicable OSHA regulations by appearing properly attired and equipped to safely perform their work, and help safeguard the job site. While CTE's personnel follow our internal safety protocol, when working on a project, CTE personnel will adhere to the Client's site safety regulations, following the safety program as dictated by the owner, construction manager, or General Contractor.

GEOTECHNICAL SERVICES

Geotechnical Investigation

Geotechnical investigations for projects are conducted for the purpose of determining structure or improvement geotechnical and seismic loading parameters for design. When necessary, a fault hazard assessment is conducted to evaluate each site for the possible presence of late quaternary surface faulting. CTE uses the following methodology and phasing to accomplish typical geotechnical investigations and fault hazards assessments.

Subsurface Exploration Program

A subsurface exploration program is conducted using a hollow stem auger, bucket auger, rotary wash drilling rig, or cone penetration testing (CPT). Subsurface drive sampling via standard penetration tests or modified California samplers are performed at frequent intervals to obtain relatively undisturbed and disturbed samples of the subsurface deposits for testing and to determine information regarding the consistency and/or relative density of the underlying deposits. Obtained samples are carefully sealed in waterproof plastic containers and transported to CTE's in-house geotechnical laboratory for analysis. Soils encountered during explorations are classified by a geologist or an engineer using the Unified Soils Classification System.



Fault Hazard Assessment

Fault hazard assessments are generally performed when necessary by excavating continuous fault trenches across proposed building areas and/or through the use of closely spaced, continuously sampled shallow explorations. These trenches and boring samples are examined and the subsurface deposits mapped for the purpose of detecting seismic faulting.

Fault hazard assessments are not required for most sites in the City of Imperial Beach or even for most sites in San Diego County. However, faults are sporadically present throughout the county, and such assessments cannot be precluded during the anticipated duration of the as-needed contract.

Laboratory Testing

The physical and engineering properties of the soils sampled during the subsurface exploration program are analyzed at our in-house geotechnical laboratory. The testing program is designed primarily to determine the strength and compressibility of the onsite soils. Anticipated tests may include gradation, direct shear, consolidation, Atterberg Limits determination, Resistance "R" value, and Expansion Index tests as well as additional tests determined necessary based on field and laboratory data analysis.

Groundwater Evaluation & Percolation/Infiltration Testing

The regional storm water pollution control guidelines that were adopted in 2016 by local municipalities have necessitated the need to perform percolation or infiltration testing for most project in order to determine infiltration rates in the areas of proposed storm water cleansing devices. CTE was one of the first consultants to perform such field testing and develop effective storm water cleansing devices for construction in many of the local municipality jurisdictions, and we are accustomed to working with design and construction teams and the agencies having jurisdiction to obtain approvals.

Geotechnical Engineering Evaluation

Using the information developed during the excavation of the subsurface explorations, laboratory, and insitu testing, CTE's geotechnical engineers and engineering geologists combine state-of-the art technology and engineering practices to formulate static and dynamic site soil properties. CTE's engineers formulate recommended foundation or improvement alternatives and recommend appropriate allowable bearing capacities and estimated structure settlements for foundations consisting of spread footings, mat foundation systems, pile, drilled pier and/or alternative foundation or improvement systems. Recommended subsurface wall loading parameters, pavement thickness determination, groundwater control, liquefaction and seismic settlement analysis, excavation shoring, and appropriate slope layback are also determined.

Hazardous Materials

During subsurface exploration operations, CTE field personnel fully trained in the handling of hazardous materials and using field detection devices, monitor the excavated materials for the presence of hydrocarbons and other contamination. If encountered, contaminated materials are segregated and stockpiled for disposal according to a treatment/disposal work plan prepared by CTE.

Geotechnical Report Preparation

CTE's site geotechnical investigation report includes descriptions of the site, field and laboratory work, and a geologic assessment of the site including evaluations of the potential for faulting to affect the project. The potential for groundwater to impact the proposed construction is also evaluated. Recommendations regarding geotechnical design parameters for the various foundation systems are provided, and lateral earth pressures, slab-on-grade, excavation shoring, pavement designs, and seismic structure loading recommendations are also presented. In addition, recommendations for site preparation, excavations, backfill, construction dewatering, and temporary slope stabilization are provided, as well as other necessary parameters and recommendations based on the specific project needs.



Grading Control & Consultation

The CTE geotechnical engineering department performs soils Construction Quality Control services. These services include providing technical assistance/evaluation of field geotechnical problems or conditions that may be encountered during project pre-development and/or during construction as well as performing soil compaction observation, testing, and evaluation of compacted fills and backfills.

CTE has conducted extensive geotechnical construction monitoring services for thousands of local projects. These services generally include, but are not limited to, the following:

- Perform field and office consultation during grading, excavation, and structure foundation construction.
- Field soils technicians observe, perform testing, and record pertinent data during structural fill and trench or wall backfill operations. These observations and testing are utilized to document ongoing soil compaction operations and effectiveness of grading and backfilling processes.
- Performing inspection of excavations for faulting and competence of foundation soils to support proposed structures.
- Performing inspection of shoring installation, tieback anchors or soil nailing support systems, structure underpinning, and other geotechnical construction processes.

TESTING AND INSPECTION SERVICES

Local – Multi Carded Technicians / Inspectors and our laboratory and highly qualified laboratory personnel, without the use of sub-consultants.

REPORTING PRACTICES

At CTE, we have embraced technological advancements in reporting and data sharing. As a result we have been able to cut down on the turnaround time for lab results and inspector report distribution. Our cloud-based information structure allows us to keep all pertinent project documents a mouse-click way. Our dedicated staff is capable of returning lab results to the project team as soon as the next business day depending on the nature of the material and testing method.

We strive to provide our clients with test results and any reports in a timely manner to aide in the forward progression of the project. Our project team will keep records readily available for the purpose of displaying completed tasks and overall progression of project. Such documents will include but are not limited to: Inspection requests, concrete-placement logs, and marking of contract documents, RFI's, Submittals, and Testing Lab reports. Inspectors will be responsible for producing a daily field report to be kept available at all times to our clients.

Present on report will be but not limited to: all construction work observed by the inspector specific to that day, any items of concern observed in the field, as well as the correction of any deviations from design. Reports will be distributed daily to all pertinent parties including owner, contractor, and design team.

Additionally, CTE's Inspectors have experience with some of the most current and popular Project Management Software programs; including PROCORE, PlanGrid, e-builder, CoConstruct, Project Inertia, and FreightTrain.

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PROFESSIONAL SERVICES

RATES

PREVAILING WAGE

PROFESSIONAL ENGINEERING STAFF

Principal Engineer / Geologist.....	\$150.00
Senior Engineer / Geologist / Architect.....	\$130.00
Project Engineer / Geologist / Architect.....	\$110.00
Environmental Consultant / Registered Environmental Assessor.....	\$110.00
Staff Engineer / Geologist / Architect.....	\$100.00
Environmental Specialist.....	\$90.00
Environmental Technician.....	\$95.00
Roofing / Waterproofing Inspector.....	\$95.00
Roofing / Waterproofing Consultant.....	QUOTE

INSPECTION SERVICES & QUALITY CONTROL

Pile Driving Inspector / Deep Foundation Inspector.....	\$110.00
Soil Technician II includes nuclear gauge.....	\$96.00
Mechanical / Electrical Inspector.....	\$96.00
Registered Special Inspector (Concrete, Masonry, Welding, Pre-Stress, Fireproofing).....	\$96.00
Shop Fabrication Inspection (Within California).....	QUOTE
Shop Fabrication Inspection (Outside California).....	QUOTE
Field Technician I (ACI / Soil).....	\$96.00
Concrete Technician (ACI).....	\$96.00
Inspector of Record / DSA / OSHPD Inspector.....	QUOTE
Quality Control Representative.....	QUOTE
Submittal Reviewer.....	QUOTE
Prevailing Wage Site Work.....	QUOTE
QC Plan Preparation.....	QUOTE

NON-DESTRUCTIVE TESTING SERVICES

Non-Destructive Testing Inspector (Ultrasonic, magnetic particle, dye penetrate).....	\$98.00
Metallic Surface Coatings (Paint or Luminescent Fireproofing).....	QUOTE
Radiographic (low power portable and laboratory available).....	QUOTE

SPECIAL SERVICES

Coring / Sawing Operator & Equipment (1-man crew).....	QUOTE
Coring / Sawing Operator & Equipment (2-man crew).....	QUOTE
Floor Flatness (Includes reports and Registered Engineer Certification).....	\$96.00
Mobilization / Demobilization - flat rate.....	\$100.00
Reinforcing Steel Location.....	\$96.00
Anchor Pull Tests - up to 30 tons.....	\$96.00
Glue Lamination Inspection.....	QUOTE
Batch Plant Inspector.....	\$96.00
Procedure Qualification per AWS, ASME or Military Standards.....	QUOTE

SUPPORT SERVICES

Certificate of Completion.....	\$350.00
Draftsman.....	\$70.00
Express Mail (FEDEX/UPS) (minimum).....	\$30.00
Facsimile (each page).....	\$2.00
File Search, re-issue of report, copies (minimum).....	\$50.00
Review of Files for Processing Affidavits and Certifications.....	\$65.00
Word Processing/Secretarial (per hour).....	\$55.00
Sample Pickup (50 mile radius of CTE office - NIC Shotcrete Panels).....	\$50.00

COURT APPEARANCE AND DEPOSITIONS

Senior Professional Preparation, Deposition or Testimony.....	\$250.00
Travel & Expenses.....	Actual + 15%
Evidence Storage (per month).....	\$50.00

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES CONT.

MATERIALS TESTING

RATES

PER SPECIMEN

SOILS:

California Bearing Ratio (CBR), Includes Maximum Density Curve.....	\$360.00
Cement Treated Base, Laboratory Design - Soil Cement, Each Set.....	\$500.00
Cement Treated Base, Sample Fabrication (Set of Three).....	\$120.00
Cement Treated Base, Compression Test.....	\$40.00
Chloride Content of Soil.....	\$70.00
Conductivity.....	\$35.00
Consolidations - Per Point.....	\$65.00
Direct Shear Test.....	\$195 - \$245
Expansion Index.....	\$150.00
Hydrometer Analysis (Fine Grace).....	\$200.00
Hydrometer Analysis with coarse & fine grade.....	\$200.00
Laboratory Compaction Test (Moisture Density-Each Curve).....	\$185.00
Laboratory Compaction Test Requiring Rock Correction.....	\$200.00
Moisture Content.....	\$35.00
Plasticity Index / Liquid Limit/Atterburg Limits.....	\$100.00
Permeability Test - Constant Head	
Fine Grained Soil.....	\$210.00
Granular Soil.....	\$350.00
Other.....	Quote
R - Value (Minimum 3 pts.).....	\$250.00
Resistivity and pH of Soil.....	\$150.00
Sand Equivalent.....	\$100.00
Shrinkage Limit.....	\$90.00
Sodium Sulfate Soundness (Per Size Fraction).....	\$70.00
Soil Classification w/ Atterburg & Gradation.....	\$245.00
Sulphate Content of Soil.....	\$80.00

AGGREGATES:

Absorption Test, Coarse Aggregate.....	\$25.00
Absorption Test, FINE Aggregate.....	\$25.00
Aggregate Conformance Testing for State of California Projects (Includes: Sieve Analysis, Specific Gravity, No. 200 Wash, Organic Impurities, Unit Weight).....	\$210.00
Clay Lumps and Friable Particles.....	\$85.00
Cleaness Value.....	\$70.00
Crushed Particles, Percent.....	\$110.00
Durability Index, Coarse Aggregate.....	\$95.00
Durability Index, Fine Aggregate.....	\$70.00
LA Rattler.....	\$150.00
Mortar making properties of fine aggregates.....	\$225.00
Organic Impurities in Sand.....	\$85.00
Sieve Analysis (Gradation), Coarse Aggregate.....	\$75.00
Sieve Analysis (Gradation), Fine Aggregate (Including Wash).....	\$100.00
Soundness of Aggregates by Sulfates.....	\$45.00
Specific Gravity, Fine Aggregate.....	\$50.00
Specific Gravity, Coarse Aggregate.....	\$40.00
Unit Weight per Cubic Foot, voids in Aggregate.....	\$50.00

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES CONT.

MATERIALS TESTING

RATES

PER SPECIMEN

ASPHALT CONCRETE

Asphalt Mix Design (Marshall & Hveem).....	QUOTE
Asphalt Mix Design Review.....	\$135.00
Bitumen Content & Gradation (D 2172).....	\$150.00
Compacted Max Density - HVEEM (D 1561).....	
Compacted Max Density - Marshall (D 1561).....	
Extraction, % Asphalt (Including Gradation) (D 6307/C 136) (CTM 310/CTM 382).....	\$130.00
Field Mix-HVEEM-Stability per Point (D 1560).....	\$110.00
Field Mix-MARSHALL-Stability per Point (D 1559).....	\$110.00
Film Stripping (CTM 302).....	\$65.00
Hveem Stability & Unit Weight (D 1560 / D 1561) (CTM 304, 308, & 366).....	\$150.00
Marshall Stability, Flow & Unit Weight (Three Specimens) (D 1559/D 2726).....	\$150.00
Maximum Theoretical Unit Weight (Rice Specific Gravity) (D 2041).....	\$150.00
Percent Swell (CTM 305).....	\$80.00
Preparation of Bituminous Mixture (CAL-TM304).....	\$30.00
Stabilometer Value of Bituminous Mixture (CAL-TM366).....	\$60.00
Unit Weight Compacted Sample or Core (Bulk Specific Gravity) (D 2726) (CTM 303).....	\$50.00
Unit Weight Sample Requiring Compaction (D 2726) (CTM 304 & 308).....	\$115.00

CONCRETE:

Cement Testing Compression (Cubes) (C 109/C 109M).....	QUOTE
Compression Tests, 6x12 Cylinder, 4x8 Cylinders (C 39).....	\$20.00 each
Compression Tests, Gunit/Shotcrete Panels, 3 Cut Cores per Panel (Set) (C 39).....	\$135.00
Compression Tests, Cores (Includes Sample Preparation) (C 42).....	\$45.00
Compression Tests, Lightweight Concrete Fill (C 495).....	\$30.00
Concrete Flexural Test, 6x6x20 (C 293, C 78).....	\$55.00
Concrete Mix Design (Includes Aggregate Testing).....	\$380.00
Concrete Mix Design (Revision or Review).....	\$150.00
Drying Shrinkage (3 Specimens-28 Days) (C 157 (Moc)).....	\$190.00
Gunit/Shotcrete Panel Coring (C 42).....	\$95.00/hour
Modulus of Elasticity, Static (C 469).....	\$78.00
Splitting Strength Test (C 96).....	\$60.00
Trial Batch, Includes Mix Design, Aggregate Testing, & Six Compression Tests.....	\$525.00
Unit Weight, Lightweight Concrete Fill (C 495).....	\$30.00

MASONRY

Absorption Test, Brick, 7-Day (Per Block, 3 block minimum) (C 67).....	\$45.00
Absorption Test, Brick, 24-Hour Submersion (C 67).....	\$25.00
Absorption Test, Brick, 5-Hour Boiling (C 67).....	\$40.00
Composite Prism (under 400,000 lbs.), Half Size 8 x 8 x 16 (E 447) (UBC 21-17).....	\$140.00
Composite Prism (under 400,000 lbs.), Full Size 8 x 16 x 16 (E 447) (UBC 21-17).....	\$150.00
Composite Prism (over 400,000 lbs) Full Size 12 x 16 x 16.....	\$250.00
Compression Test, Brick (C 67).....	\$30.00
Compression Test, Blocks Larger Than 8x8x16 (C 140).....	\$40.00
Compression Test, Blocks Less Than or Equal to 8x8x16 (C 140).....	\$35.00
Compression Tests, Grout (C 1019) (UBC 21-18).....	\$18.00
Compression Tests, Mortar, 2x4 cylinder UBC (C 780) (UBC 21-16).....	\$18.00
Conformance Package (C 90).....	\$525.00
Efflorescence, Block with Mortar (C 90).....	\$40.00
Efflorescence, Block/Brick Only (C 90/C 67).....	\$30.00
In-Place Shear Test (per test) (UBC 21-6).....	\$80.00
Linear Shrinkage (C 426).....	\$100.00
Modulus of Rupture, Brick (C 67).....	\$30.00
Moisture as Received, Brick (C 67).....	\$25.00
Saturation Co-Efficient (Includes Absorption) Brick (C 67).....	\$40.00
Shear Test, cores (excludes sample preparation) (Title 24).....	\$150.00
Compression Test Cores (includes sample preparation) (C 42) (Title 24).....	\$50.00
Unit Weight & Absorption, Block (C 140).....	\$40.00

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES CONT.

MATERIALS TESTING

RATES

PER SPECIMEN

STEEL

High Strength Bolt, Nut & Washer Conformance (Wedge Tensile, Proof Load, Hardness).....	\$100.00
Mechanical Tests, Hardness Test, Rockwell.....	\$50.00
Prestressed Steel, Tensile Test, Strand (7 wire).....	\$90.00
Reinforcing Steel, Tensile Test - No. 11 Bars & Smaller.....	\$40.00
Reinforcing Steel, Tensile Test - No. 14 Bars & Larger (To Min. Require. Only).....	\$60.00
Reinforcing Steel, Bend Test - No. 11 Bars & Smaller.....	\$40.00
Mechanically Spliced Reinforcing Steel.....	\$80.00
Fireproofing Density Tests.....	\$70.00
Fireproofing Adhesion / Cohesion Tests	
Structural Steel, Tensile Test - Up to 200,000 lbs.....	\$30.00
Structural Steel, Bend Test.....	\$40.00
Structural Steel, Pipe Flattening Test.....	\$30.00
Welded Specimens, Tensile Test - No. 11 Bars & Smaller.....	\$32.00
Welded Specimens, Tensile Test - No. 14 Bars (To Min. Require. Only).....	\$60.00
Welded Specimens, Tensile Test - No. 18 Bars (To Min. Require. Only).....	\$80.00
Welded Specimens, Tensile Testing - Mechanically Spliced Bar.....	\$80.00

ROOFING

Asbestos Evaluation (per ply).....	\$40.00
Asphalt Softening Point.....	\$150.00
Roofing Material Analysis, With Surfacing.....	\$450.00
Roofing Material Analysis, Without Surfacing.....	\$225.00
Roofing Tile, Absorption (set of 5).....	\$150.00
Roofing Tile, Strength Test (set of 5).....	\$150.00

WELDING CERTIFICATION

American Welding Society (AWS D1.1)

Limited Thickness Plate (per position).....	\$200.00
Unlimited Thickness Plate (per position).....	\$230.00
Pipe (per position).....	\$230.00

American Welding Society (AWS D1.4)

Bar Sizes #3 through #9 (each).....	\$200.00
Bar Sizes #10 through #11 (each).....	\$230.00
Bar Sizes #14 through #18 (each).....	\$250.00

American Society of Mechanical Engineers (ASME)

Plate or Pipe Procedure Qualification (each).....	\$550.00
Plate or Pipe Welder Qualification (each).....	\$550.00

American Welding Society (AWS D1.3)

Light Gauge Metal (includes butt and plug weld).....	\$180.00
Procedure Qualification per AWS, ASME or Military Standards.....	Quote
Fillet Weld Test (Break and Etch Test).....	\$180.00
Fillet Weld Test Plates.....	\$30.00
Ultrasonic Testing of Weld Coupons.....	\$90.00
Witness time, If Required.....	\$55.00

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES CONT.

Testing Samples: A preparation charge will be added to all samples submitted to the laboratory that are not ready for testing. This preparation charge will be based on the actual time required and at the laboratory technician's rate of \$50.00 per hour. There will be a 50% premium charge for "RUSH/PRIORITY" testing. This testing laboratory agrees to exercise reasonable care in obtaining, preserving, and caring, for the samples to be tested, but assumes no responsibility for damages, either direct or consequential, which arise or are alleged to arise from loss, damage or destruction of samples due to circumstances beyond this testing laboratory's control. Samples are discarded after testing unless requested otherwise in writing by the client. A per month fee is charged for retained samples.

On-Site Mobile Laboratory: QUOTE

Prevailing Wage: Please note that all inspector and technician rates will increase every July 1, to commensurate with State of California and/or Local 12 document annual increase.

Per Diem and Travel Expenses: Minimum \$ 50.00 per day or Actual cost + 15%

Scheduling: A minimum of 24 hours notice is required to schedule personnel.

Minimum Charges:	Show-up time:	2-Hour Minimum Billing
	Drive Time	Hourly Rate Portal to Portal
	Swing/Graveyard Shift:	10% Premium
	Trip Charge	\$10hr
	Reimbursables:	Cost plus 15%

Overtime Rates: Rates are based on an 8-hour work day between the hours of 7:00 A.M. and 3:00 P.M., M-F. A premium of 1.5 times the quoted rates for the first 8 hours and 2.0 times thereafter will be charged for work outside of normal hours. Saturdays will be invoiced at 1.5 times the quoted rate for the first 8 hours and 2.0 times thereafter. Work on Sundays and holidays will be invoiced at 2.0 times the quoted rate.

The following are CTE Inc. holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Should a Holiday fall on a Saturday or Sunday the closest previous or following regular work day shall be considered the holiday.

Payment Terms: Payment for services is due upon presentation. If not paid within 30 days of the invoice date, it will be considered past-due and a finance charge of 1 1/2% per month will be added to the unpaid balance. Additionally, any attorney's fees or other costs incurred in collecting any delinquent accounts will be added to the amounts due and shall be paid by the party invoiced.

The Fee Schedule contains only the basic services performed by this office and is not a complete listing. Please do not hesitate to call for a quotation or proposal if your service needs are not listed herein.

City of Solana Beach

PROFESSIONAL SERVICES AGREEMENT

FOR Third Party Geotechnical Engineering Pass Through

THIS Professional Services Agreement (“AGREEMENT”) is made and entered into this 1st day of September, 2019 by and between the CITY OF SOLANA BEACH, a municipal corporation (“CITY”), and, CTE Inc. a California Corporation, (“CONSULTANT”) (collectively “PARTIES”).

WHEREAS, the CITY desires to employ a CONSULTANT to furnish third party pass-through coastal geotechnical review services (“PROFESSIONAL SERVICES”) for various coastal and inland bluff-top projects on an as-needed basis (“PROJECT”); and

WHEREAS, the CITY has determined that CONSULTANT is qualified by experience and ability to perform the services desired by CITY, and CONSULTANT is willing to perform such services; and

WHEREAS, CONSULTANT will conduct all the work as described and detailed in this AGREEMENT to be provided to the CITY.

NOW, THEREFORE, the PARTIES hereto mutually covenant and agree with each other as follows:

1. PROFESSIONAL SERVICES.

- 1.1. **Scope of Services.** The CONSULTANT shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit “A” Scope of Services and Fee, at the direction of the CITY. CITY shall provide CONSULTANT access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT. For all work to be performed on site at City Hall, CITY and CONSULTANT agree that the Scope of Services begins when CONSULTANT arrives at City Hall and terminates when CONSULTANT leaves City Hall. Travel time to and from City Hall shall not be considered time on the job or compensated by the CITY.
- 1.2.
- 1.3. **Project Coordinator.** The Community Development Director is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CONSULTANT. Tiffany Hilborn is hereby designated as the Project Director for CONSULTANT.
- 1.4. **City Modification of Scope of Services.** CITY may order changes to the Scope of Services within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions. If such changes cause a change in the CONSULTANT’s cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONSULTANT’s compensation and/or contract time shall be made, subject to the CITY’S approval. All such changes shall be authorized in writing, executed by CONSULTANT and CITY.

2. DURATION OF AGREEMENT.

- 2.1. **Term.** The term of this AGREEMENT shall be for a period of one (1) year beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.

- 2.2. **Extensions.** If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year periods or parts thereof for an open-ended amount, funded by pass-through fees collected from property owners at the time of project application submittal per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT's satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.
- 2.3. **Delay.** Any delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONSULTANT shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.
- 2.4. **City's Right to Terminate for Default.** Should CONSULTANT be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.
- 2.5. **City's Right to Terminate without Cause.** Without limiting its rights in the event of CONSULTANT's default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONSULTANT. Such termination shall be effective upon receipt of the written notice. CONSULTANT shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY's election, considered the property of CITY.

3. COMPENSATION.

- 3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall be for an open-ended amount, funded by pass-through fees collected from the property owners at the time of application submittal. CONSULTANT shall bill the CITY for work provided and shall present a written request for such payment monthly.
- 3.2. **Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services.
- 3.3. **Costs.** Any costs billed to the CITY shall be in accordance with any terms negotiated and incorporated herein as part of Exhibit "A" Scope of Services and Fee.

4. INDEPENDENT CONTRACTOR.

- 4.1. CONSULTANT is, for all purposes arising out of this AGREEMENT, an independent contractor. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder, the CITY only being concerned with the finished results of the work being performed. Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. CONSULTANT is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

5. STANDARD OF PERFORMANCE.

While performing the PROFESSIONAL SERVICES, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

6. WARRANTY OF CONSULTANT'S LICENSE.

CONSULTANT warrants that CONSULTANT is properly licensed with the applicable government agency(ies) for any PROFESSIONAL SERVICES that require a license. If the CONSULTANT lacks such license, this AGREEMENT is void and of no effect.

7. AUDIT OF RECORDS.

- 7.1. At any time during normal business hours and as often as may be deemed necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this AGREEMENT.
- 7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

8. CONFIDENTIALITY AND SECURITY.

- 8.1. **Confidential Work Product.** All professional services performed by CONSULTANT, including but not limited to all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by CONSULTANT, pursuant to this AGREEMENT, are for the sole use of the CITY, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. This provision does not apply to information that (a) was publicly known, or otherwise known to CONSULTANT, at the time that it was disclosed to CONSULTANT by the CITY, (b) subsequently becomes publicly known through no act or omission of CONSULTANT or (c) otherwise becomes known to CONSULTANT other than through disclosure by the CITY. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. The sole purpose of this section is to prevent disclosure of CITY's confidential and proprietary information by CONSULTANT or subcontractors.
- 8.2. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this AGREEMENT, may be exposed to confidential information and that disclosure of such information could violate the rights of private individuals and entities, including the parties and third parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law, and all other information protected by applicable law ("Confidential Information"). The party receiving Confidential Information ("Receiving Party") of the other ("Disclosing Party") shall not, and shall cause its employees and agents who are authorized to receive Confidential Information, not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this AGREEMENT or comply with its legal obligations. Receiving Party will use the same reasonable efforts to protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. The Receiving Party will not disclose or release Confidential Information to any third person without the prior written consent of the Disclosing Party, except for where required by law or for authorized employees or agents of the Receiving Party. Prior to disclosing the Confidential Information to its authorized employees or agents, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this AGREEMENT. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable notice and opportunity to contest such disclosure or obtain a protective order.

Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation. Confidential Information does not include any information that is required to be provided to the public pursuant to the laws of the United States and/or California such as the California Public Records Act, due to the nature of CITY being a local governmental agency. The non-disclosure and non-use obligations of this AGREEMENT will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the Receiving Party's receipt of that item.

8.3. Security.

8.3.1. Implementation. CONSULTANT shall implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of data and information provided by the CITY or used in connection with providing services under this AGREEMENT, including data or information about third parties ("CITY'S Data"); (ii) protect against any anticipated threats or hazards to the security or integrity of CITY'S Data; and (iii) protect against unauthorized access to or use of CITY'S Data. CONSULTANT shall review and test such safeguards on no less than an annual basis.

8.3.2. Network. If CONSULTANT makes CITY'S Data accessible through the Internet or other networked environment, CONSULTANT shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of CITY'S Data, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

8.3.3. Personal Data. If CONSULTANT processes or otherwise has access to any personal data or personal information on CITY's behalf when performing CONSULTANT's services and obligations under this AGREEMENT, then: (i) CITY shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CONSULTANT shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) CITY shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CONSULTANT so that CONSULTANT may lawfully use, process and transfer the personal data and personal information in accordance with this AGREEMENT on CITY's behalf in order for CONSULTANT to provide the services and perform its other obligations under this AGREEMENT; (iii) CONSULTANT shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by CITY from time to time and in accordance with the terms of this AGREEMENT; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

8.3.4. Information Security. CONSULTANT represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from CITY does and will comply with all applicable federal and state privacy and data protection laws. In the event of any security breach, CONSULTANT shall: (a) Provide CITY with the name and contact information for an employee who shall serve as CITY's primary security contact and shall be available to assist CITY twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a security breach; and (b) Notify CITY of a security breach as soon as practicable, but no later than twenty-four (24) hours after CONSULTANT becomes aware of it. Immediately following CONSULTANT's notification to CITY of a security breach, the parties shall coordinate with each other to investigate the security breach. CONSULTANT agrees to fully cooperate with CITY in CITY's handling of the matter. CONSULTANT shall use best efforts to immediately remedy any security breach and prevent any further security breach at CONSULTANT's own expense in accordance with applicable privacy rights, laws, regulations and standards. CONSULTANT agrees to provide, at its expense, up to one year of credit monitoring services to third parties impacted by any data breach involving the loss of personally identifiable information.

8.4. Indemnity. CONSULTANT shall defend (with counsel acceptable to CITY), indemnify and hold CITY harmless from and against all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities, damages, judgments, settlements, and court awarded attorney's fees resulting from, arising out of or related to a security or data breach unless the breach is proven to be caused solely by CITY. The terms of this section shall survive termination of this AGREEMENT. For purposes of this provision, "security breach" means any act or omission that compromises either the security, confidentiality, or integrity of Confidential Information or the physical, technical, administrative or organizational safeguards put in place by CONSULTANT or any authorized persons that relate to the protection of the security, confidentiality or integrity of Confidential Information or a breach or alleged breach of this AGREEMENT relating to such privacy practices or privacy obligations imposed by any applicable law.

8.5. Notice and Remedy of Breaches. Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of Section 8 of this AGREEMENT, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

8.6. Enforcement. Each party acknowledges that any breach of any of the provisions of Section 8 of this AGREEMENT may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

9. CONFLICTS OF INTEREST.

9.1. CONSULTANT shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code Section 81000 *et seq.* (Political Reform Act) and Section 1090 *et seq.* CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the CITY.

- 9.2. If, in performing the PROFESSIONAL SERVICES set forth in this AGREEMENT, the CONSULTANT makes, or participates in, a "governmental decision" as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for the CITY that would otherwise be performed by a CITY employee holding a position specified in the department's conflict of interest code, the CONSULTANT shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the CONSULTANT's relevant financial interests.
- 9.3. If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act. Specifically, the CONSULTANT shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the CITY's determination that the CONSULTANT is subject to a conflict of interest code. The CONSULTANT shall also file a Form 700 (Annual Statement) on or before April 1 of each year of the AGREEMENT, disclosing any financial interests held during the previous calendar year for which the CONSULTANT was subject to a conflict of interest code.
- 9.4. CITY represents that pursuant to California Government Code Section 1090 *et seq.*, none of its elected officials, officers, or employees has an interest in this AGREEMENT.

10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.

- 10.1. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this PROJECT, and shall be turned over to the CITY upon completion of the PROJECT or any phase thereof, as contemplated by this AGREEMENT.
- 10.2. Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this AGREEMENT, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

11. INSURANCE

- 11.1. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.
- 11.2. CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.
- 11.3. **Types and Amounts Required.** CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

- 11.3.1. **Commercial General Liability (CGL).** If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$2,000,000.00 per occurrence and subject to an annual aggregate of \$4,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
- 11.3.2. **Commercial Automobile Liability.** If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
- 11.3.3. **Workers' Compensation.** If checked the CONSULTANT shall maintain Worker's Compensation insurance for all of the CONSULTANT's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.
- 11.3.4. **Professional Liability.** If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy.
- 11.3.5. **Cyber Liability.** If checked the CONSULTANT shall also maintain Cyber Liability coverage on an occurrence basis with a limit of \$2,000,000 per occurrence or claim and \$2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by CONSULTANT in this AGREEMENT and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.
- 11.4. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 11.5. **Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

- 11.5.1. The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.
- 11.5.2. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.
- 11.6. **Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

12. INDEMNIFICATION.

CONSULTANT agrees to indemnify, defend (with counsel acceptable to CITY), and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of or failure to perform services or obligations under this AGREEMENT. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.

13. SUBCONTRACTORS.

- 13.1. The CONSULTANT's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the PROJECT is subject to prior approval by the CITY.
- 13.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONSULTANT shall require the subcontractor to obtain, all policies described in Section 11 in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.
- 13.3. In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 12 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

14. NON-DISCRIMINATION.

CONSULTANT shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

15. NOTICES.

All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States mail, postage prepaid and properly addressed as noted below.

Joseph Lim, Community Development Director

Tiffany Hilborn, Business Development Manager

City of Solana Beach
635 S. Highway 101
Solana Beach, CA 92075

CTE, Inc.
1441 Montiel Road, Suite 115
Escondido, CA 92026

16. ASSIGNABILITY.

This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated or sub-contracted, without the express written consent of the CITY.

17. RESPONSIBILITY FOR EQUIPMENT.

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

18. CALIFORNIA LAW; VENUE.

This AGREEMENT shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this AGREEMENT shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure Section 394.

19. COMPLIANCE WITH LAWS.

The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this AGREEMENT whether now in force or subsequently enacted. This includes maintaining a City of Solana Beach Business Certificate.

20. ENTIRE AGREEMENT.

This AGREEMENT sets forth the entire understanding of the PARTIES with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

21. NO WAIVER.

No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this AGREEMENT, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this AGREEMENT shall constitute a waiver of any such breach of such covenant, term or condition.

22. SEVERABILITY.

The unenforceability, invalidity, or illegality of any provision of this AGREEMENT shall not render any other provision unenforceable, invalid, or illegal.

23. DRAFTING AMBIGUITIES.

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

24. CONFLICTS BETWEEN TERMS.

If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Exhibits, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

25. EXHIBITS INCORPORATED.

All Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

26. SIGNING AUTHORITY.

- 26.1.** The representative for each Party signing on behalf of a corporation, partnership, joint venture, association, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, association, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.
- 26.2.** If checked, a proper notary acknowledgement of execution by CONSULTANT must be attached.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year first hereinabove written.

CITY OF SOLANA BEACH, a municipal corporation

CONSULTANT, a California Corporation

By:

By:

City Manager, Gregory Wade

Signature

Tiffany Hilborn, Business Development Manager

ATTEST:

City Clerk, Angela Ivey

APPROVED AS TO CONTENT:

Joseph Lim, Community Development Director

APPROVED AS TO FORM:

City Attorney, Johanna N. Canlas

EXHIBIT "A"
SCOPE OF SERVICES AND FEE

Click or tap here to enter text.

EXHIBIT A



SCOPE - WORK PLAN

Construction Testing and Engineering (CTE) has extensive experience with on-call Geotechnical Engineering Design and Material Testing contracts with City, County, and State Public Works Departments. Based on our experience, and review of project requirements, CTE understands the needs and expectations of the City of Solana Beach with regard to an on-call contract. The purpose of an on-call contract with the City is to provide the city the ability to quickly complete soils and geotechnical engineering investigation, design, materials testing, and other engineering assignments during times of peak workload and staffing shortages. If selected, CTE will maintain a positive commitment to perform the work in the required manner and time frame as we have done on similar on-call assignments.

Current CTE on-call engineering/material testing contracts include the City of Oceanside Public Works Department, the City of Oceanside Water Utilities Department, Imperial County Department of Public Works, County of San Diego Public Works, State of California Department of Parks and Recreation, Escondido Union, Solana Beach, Sweetwater, Chula Vista Elementary, and numerous other School Districts. Services performed during our on call contracts for various public entities have included:

- Preparation of soils and geotechnical reports and third party review. Geotechnical investigations include borings, CPT, and trenching methods based on geologic conditions and potential hazards such as liquefaction, slope instability, consolidation, and shallow groundwater.
- Design Services, Plan Review, and Engineer of Record.
- Design and Construction Phase remediation recommendations based on unforeseen geologic and/or environmental conditions.
- Sampling, observation, and testing of materials by certified personnel during construction of soils, structural concrete, shotcrete, and masonry improvements.
- Materials testing for roads, bridges, schools, and municipal structures in accordance with applicable AASHTO, ASTM, Caltrans, and local guidelines.

As an on-call professional consultant, CTE will act as an extension of city staff and will provide the personnel necessary to perform the requested projects and reporting. Prevailing wage rates will be paid to any sub-consultants and other laborers, as applicable. CTE is familiar with the qualification and certification standards necessary to work on federally or locally funded projects, and intends to maintain such certifications for the duration of the contract.

CTE understands that assignments to be included as part of the awarded contract may include the following:

- Planning & Design
- Engineering & Project Management (includes technical analyses, site evaluations, studies, reports and presentations; project tracking; PS&E; QA/QC; plan reviews; constructability reviews and value engineering; construction bidding, construction support and responses to RFIs; and preparation of record drawings)
- Building Department Support Services (includes plan checks, permit tracking, inspections, and enforcement of the CA Building Code)



Our understanding of the process for working with the City of National City on an on-call contract is as follows: CTE will be asked to provide a proposal for needed projects, which will include specific project understanding and the appropriate fixed fee rate or time and materials contract for the work to be completed, the proposed survey methodology and protocols to be used, a breakdown of the hours anticipated for the work, milestones to be used to mark the accomplishments, and points of payment authorization.

PROJECT APPROACH

CTE knows how important good communication between all members of the project team including: the owner, architects, designers, engineers, construction managers, Inspectors of Record (IOR), project inspectors, and contractors to successfully deliver our services with a emphasis on quality, budget, safety and schedule is, ensuring that the project move forward efficiently.

What is this communication plan, how does it work?

PROJECT MANAGEMENT TECHNOLOGY

KEEPS VITAL PROJECT INFORMATION READILY AVAILABLE.

As your project starts, our project management software enables our team to keep their fingers on the pulse of your project, allowing them to track the available budget in alignment with the remaining schedule. This enables our project manager to communicate to the City spontaneously due to all project information being at their fingertips.

Before our inspectors, technicians, engineers or geologists start an assignment, they are given an estimated timeframe for their specific task. Arming them with this information from the start enables them to raise the red flag before there is a problem. This is just one more way that CTE safeguards against budget overruns.

CTE doesn't monitor your budget as a whole instead we monitor your budget per scope. In the event that a scope item is going to run over, and adversely affect the overall project budget our project manager will notify the City's project manager. At that point a meeting may be scheduled to discuss the additional hours required to complete the task. This allows the PM/CM to make adjustments in the budget as required. Further, CTE will not exceed the contracted budget without an approved change order from you or your authorized representative.

Due to our hands-on management approach, CTE has a proven track record of successful projects, demonstrated by our project experience and references.

CTE SERVICES

CTE will provide geotechnical observation for your project with local technicians. This is an added benefit to the City, because they are familiar with the local geotechnical conditions. Further our soil technicians often have their concrete cards witch is a advantage to the City, because it will enable them to inspect small concrete pours while on site. This will allow for a more efficient use of manpower.



OUR BASIC APPROACH TO YOUR PROJECT:

- Selecting a local inspector/technicians that is the best fit for the project
- Providing all team members with project schedule / budget information
- Dispatch Assignments sent via email and text
- Inspector/Tech have access to plans and specs electronically for review on tablets prior to arriving on site (if available).
- Samples will be logged/labeled and scheduled for pick-up
- Field Inspection Reports will include:
 - o Sample number
 - o Location
 - o Estimated elevation
 - o Location and type of material
 - Dry density,
 - Percent moisture content,
 - Percent compaction,
 - Methods and remarks.
- Any non-compliant work will be addressed and reported to the City immediately.
- Inspection reports are available within 24 hours and will be sent to the City via email.

QUICK TURNAROUND OF TEST RESULTS

When test samples arrive at CTE's laboratory they are:

- Given a sample number
- Labeled with:
 - o the project number,
 - o appropriate testing method required
 - o testing schedule

One of our many licensed engineers reviews all reports prior to submission. This includes field testing, analyses, and laboratory test results.

FINAL REPORT:

CTE in most cases can produce the final report within 72 hours after completion of our scope of work (depending on the size and scope of the project). The final report certification will state that the project has been completed in accordance with all project specific codes, requirements, and standards.

The final report can contain any items requested by the City such as:

- Daily reports
- Laboratory test results & reports
- Field inspection reports,
- Batch plant inspection reports,
- Summary of the field density tests
- Inspector's names, and certificates
- Laboratory certifications



INTERNAL QUALITY ASSURANCE

CTE has established and maintained strict quality assurance procedures to ensure the accuracy and reliability of its testing and inspection services. These procedures include continual reviews, inspections and certifications from federal, state and local agencies, participation in proficiency testing programs, providing and maintaining an adequate reference library.

Currently, CTE has jurisdictional approvals from the American Association of State Highway and Transportation Officials (**AASHTO**), the United States Army Corps of Engineers (**USACOE**), the United States Navy – Naval Facilities Engineering Command (**NAVFAC**) Southwest Division, the California State Office of the Division of the State Architect (**DSA**), Pre-approved OSHPD Laboratory, the City of San Diego, and the City of Los Angeles. CTE is proud to be one of the few testing laboratories in Southern California with AASHTO accreditation in **all** disciplines.

To ensure that the laboratory testing standards set by AASHTO are incorporated and maintained, CTE participates in the proficiency sampling and testing program conducted by the AASHTO Materials Reference Laboratory (**AMRL**).

Test data is tabulated and reviewed by the lab manager and project manager to identify failing and conforming tests. All nonconforming materials are documented and notifications of nonconformance test results will be provided to the City's predetermined distribution list.

SAFETY

Whether it is on the job site, at the office or in transit, CTE's employees are encouraged to be safety advocates for themselves and others. CTE employees observe applicable OSHA regulations by appearing properly attired and equipped to safely perform their work, and help safeguard the job site. While CTE's personnel follow our internal safety protocol, when working on a project, CTE personnel will adhere to the Client's site safety regulations, following the safety program as dictated by the owner, construction manager, or General Contractor.

GEOTECHNICAL SERVICES

Geotechnical Investigation

Geotechnical investigations for projects are conducted for the purpose of determining structure or improvement geotechnical and seismic loading parameters for design. When necessary, a fault hazard assessment is conducted to evaluate each site for the possible presence of late quaternary surface faulting. CTE uses the following methodology and phasing to accomplish typical geotechnical investigations and fault hazards assessments.

Subsurface Exploration Program

A subsurface exploration program is conducted using a hollow stem auger, bucket auger, rotary wash drilling rig, or cone penetration testing (CPT). Subsurface drive sampling via standard penetration tests or modified California samplers are performed at frequent intervals to obtain relatively undisturbed and disturbed samples of the subsurface deposits for testing and to determine information regarding the consistency and/or relative density of the underlying deposits. Obtained samples are carefully sealed in waterproof plastic containers and transported to CTE's in-house geotechnical laboratory for analysis. Soils encountered during explorations are classified by a geologist or an engineer using the Unified Soils Classification System.



Fault Hazard Assessment

Fault hazard assessments are generally performed when necessary by excavating continuous fault trenches across proposed building areas and/or through the use of closely spaced, continuously sampled shallow explorations. These trenches and boring samples are examined and the subsurface deposits mapped for the purpose of detecting seismic faulting.

Fault hazard assessments are not required for most sites in the City of Imperial Beach or even for most sites in San Diego County. However, faults are sporadically present throughout the county, and such assessments cannot be precluded during the anticipated duration of the as-needed contract.

Laboratory Testing

The physical and engineering properties of the soils sampled during the subsurface exploration program are analyzed at our in-house geotechnical laboratory. The testing program is designed primarily to determine the strength and compressibility of the onsite soils. Anticipated tests may include gradation, direct shear, consolidation, Atterberg Limits determination, Resistance "R" value, and Expansion Index tests as well as additional tests determined necessary based on field and laboratory data analysis.

Groundwater Evaluation & Percolation/Infiltration Testing

The regional storm water pollution control guidelines that were adopted in 2016 by local municipalities have necessitated the need to perform percolation or infiltration testing for most project in order to determine infiltration rates in the areas of proposed storm water cleansing devices. CTE was one of the first consultants to perform such field testing and develop effective storm water cleansing devices for construction in many of the local municipality jurisdictions, and we are accustomed to working with design and construction teams and the agencies having jurisdiction to obtain approvals.

Geotechnical Engineering Evaluation

Using the information developed during the excavation of the subsurface explorations, laboratory, and insitu testing, CTE's geotechnical engineers and engineering geologists combine state-of-the art technology and engineering practices to formulate static and dynamic site soil properties. CTE's engineers formulate recommended foundation or improvement alternatives and recommend appropriate allowable bearing capacities and estimated structure settlements for foundations consisting of spread footings, mat foundation systems, pile, drilled pier and/or alternative foundation or improvement systems. Recommended subsurface wall loading parameters, pavement thickness determination, groundwater control, liquefaction and seismic settlement analysis, excavation shoring, and appropriate slope layback are also determined.

Hazardous Materials

During subsurface exploration operations, CTE field personnel fully trained in the handling of hazardous materials and using field detection devices, monitor the excavated materials for the presence of hydrocarbons and other contamination. If encountered, contaminated materials are segregated and stockpiled for disposal according to a treatment/disposal work plan prepared by CTE.

Geotechnical Report Preparation

CTE's site geotechnical investigation report includes descriptions of the site, field and laboratory work, and a geologic assessment of the site including evaluations of the potential for faulting to affect the project. The potential for groundwater to impact the proposed construction is also evaluated. Recommendations regarding geotechnical design parameters for the various foundation systems are provided, and lateral earth pressures, slab-on-grade, excavation shoring, pavement designs, and seismic structure loading recommendations are also presented. In addition, recommendations for site preparation, excavations, backfill, construction dewatering, and temporary slope stabilization are provided, as well as other necessary parameters and recommendations based on the specific project needs.



Grading Control & Consultation

The CTE geotechnical engineering department performs soils Construction Quality Control services. These services include providing technical assistance/evaluation of field geotechnical problems or conditions that may be encountered during project pre-development and/or during construction as well as performing soil compaction observation, testing, and evaluation of compacted fills and backfills.

CTE has conducted extensive geotechnical construction monitoring services for thousands of local projects. These services generally include, but are not limited to, the following:

- Perform field and office consultation during grading, excavation, and structure foundation construction.
- Field soils technicians observe, perform testing, and record pertinent data during structural fill and trench or wall backfill operations. These observations and testing are utilized to document ongoing soil compaction operations and effectiveness of grading and backfilling processes.
- Performing inspection of excavations for faulting and competence of foundation soils to support proposed structures.
- Performing inspection of shoring installation, tieback anchors or soil nailing support systems, structure underpinning, and other geotechnical construction processes.

TESTING AND INSPECTION SERVICES

Local – Multi Carded Technicians / Inspectors and our laboratory and highly qualified laboratory personnel, without the use of sub-consultants.

REPORTING PRACTICES

At CTE, we have embraced technological advancements in reporting and data sharing. As a result we have been able to cut down on the turnaround time for lab results and inspector report distribution. Our cloud-based information structure allows us to keep all pertinent project documents a mouse-click way. Our dedicated staff is capable of returning lab results to the project team as soon as the next business day depending on the nature of the material and testing method.

We strive to provide our clients with test results and any reports in a timely manner to aide in the forward progression of the project. Our project team will keep records readily available for the purpose of displaying completed tasks and overall progression of project. Such documents will include but are not limited to: Inspection requests, concrete-placement logs, and marking of contract documents, RFI's, Submittals, and Testing Lab reports. Inspectors will be responsible for producing a daily field report to be kept available at all times to our clients.

Present on report will be but not limited to: all construction work observed by the inspector specific to that day, any items of concern observed in the field, as well as the correction of any deviations from design. Reports will be distributed daily to all pertinent parties including owner, contractor, and design team.

Additionally, CTE's Inspectors have experience with some of the most current and popular Project Management Software programs; including PROCORE, PlanGrid, e-builder, CoConstruct, Project Inertia, and FreightTrain.

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PROFESSIONAL SERVICES

RATES

PREVAILING WAGE

PROFESSIONAL ENGINEERING STAFF

Principal Engineer / Geologist.....	\$150.00
Senior Engineer / Geologist / Architect.....	\$130.00
Project Engineer / Geologist / Architect.....	\$110.00
Environmental Consultant / Registered Environmental Assessor.....	\$110.00
Staff Engineer / Geologist / Architect.....	\$100.00
Environmental Specialist.....	\$90.00
Environmental Technician.....	\$95.00
Roofing / Waterproofing Inspector.....	\$95.00
Roofing / Waterproofing Consultant.....	QUOTE

INSPECTION SERVICES & QUALITY CONTROL

Pile Driving Inspector / Deep Foundation Inspector.....	\$110.00
Soil Technician II includes nuclear gauge.....	\$96.00
Mechanical / Electrical Inspector.....	\$96.00
Registered Special Inspector (Concrete, Masonry, Welding, Pre-Stress, Fireproofing).....	\$96.00
Shop Fabrication Inspection (Within California).....	QUOTE
Shop Fabrication Inspection (Outside California).....	QUOTE
Field Technician I (ACI / Soil).....	\$96.00
Concrete Technician (ACI).....	\$96.00
Inspector of Record / DSA / OSHPD Inspector.....	QUOTE
Quality Control Representative.....	QUOTE
Submittal Reviewer.....	QUOTE
Prevailing Wage Site Work.....	QUOTE
QC Plan Preparation.....	QUOTE

NON-DESTRUCTIVE TESTING SERVICES

Non-Destructive Testing Inspector (Ultrasonic, magnetic particle, dye penetrate).....	\$98.00
Metallic Surface Coatings (Paint or Fluorescent Fireproofing).....	QUOTE
Radiographic (low power portable and laboratory available).....	QUOTE

SPECIAL SERVICES

Coring / Sawing Operator & Equipment (1-man crew).....	QUOTE
Coring / Sawing Operator & Equipment (2-man crew).....	QUOTE
Floor Flatness (includes reports and Registered Engineer Certification).....	\$96.00
Mobilization / Demobilization - flat rate.....	\$100.00
Reinforcing Steel Location.....	\$96.00
Anchor Pull Tests - up to 30 tons.....	\$96.00
Glue Lamination Inspection.....	QUOTE
Batch Plant Inspector.....	\$96.00
Procedure Qualification per AWS, ASME or Military Standards.....	QUOTE

SUPPORT SERVICES

Certificate of Completion.....	\$350.00
Draftsman.....	\$70.00
Express Mail (FEDEX/UPS) (minimum).....	\$30.00
Facsimile (each page).....	\$2.00
File Search, re-issue of report, copies (minimum).....	\$50.00
Review of Files for Processing Affidavits and Certifications.....	\$65.00
Word Processing/Secretarial (per hour).....	\$55.00
Sample Pickup (50 mile radius of CTE office) - NIC Shotcrete Panels.....	\$50.00

COURT APPEARANCE AND DEPOSITIONS

Senior Professional Preparation, Deposition or Testimony.....	\$250.00
Travel & Expenses.....	Actual + 15%
Evidence Storage (per month).....	\$50.00

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES CONT.

MATERIALS TESTING

RATES

PER SPECIMEN

SOILS:

California Bearing Ratio (CBR), Includes Maximum Density Curve.....	\$360.00
Cement Treated Base, Laboratory Design - Soil Cement, Each Set.....	\$500.00
Cement Treated Base, Sample Fabrication (Set of Three).....	\$120.00
Cement Treated Base, Compression Test.....	\$40.00
Chloride Content of Soil.....	\$70.00
Conductivity.....	\$35.00
Consolidations - Per Point.....	\$65.00
Direct Shear Test.....	\$195 - \$245
Expansion Index.....	\$150.00
Hydrometer Analysis (Fine Grade).....	\$200.00
Hydrometer Analysis with coarse & fine grade.....	\$200.00
Laboratory Compaction Test (Moisture Density-Each Curve).....	\$185.00
Laboratory Compaction Test Requiring Rock Correction.....	\$200.00
Moisture Content.....	\$35.00
Plasticity Index / Liquid Limit/Atterberg Limits.....	\$100.00
Permeability Test - Constant Head	
Fine Grained Soil.....	\$210.00
Granular Soil.....	\$350.00
Other.....	Quote
R - Value (Minimum 3 pts.).....	\$250.00
Resistivity and pH of Soil.....	\$150.00
Sand Equivalent.....	\$100.00
Shrinkage Limit.....	\$90.00
Sodium Sulfate Soundness (Per Size Fraction).....	\$70.00
Soil Classification w/ Atterberg & Gradation.....	\$245.00
Sulphate Content of Soil.....	\$80.00

AGGREGATES:

Absorption Test, Coarse Aggregate.....	\$25.00
Absorption Test, Fine Aggregate.....	\$25.00
Aggregate Conformance Testing for State of California Projects (Includes: Sieve Analysis, Specific Gravity, No. 200 Wash, Organic Impurities, Unit Weight).....	\$210.00
Clay Lumps and Friable Particles.....	\$35.00
Greenness Value.....	\$70.00
Crushed Particles, Percent.....	\$10.00
Durability Index, Coarse Aggregate.....	\$95.00
Durability Index, Fine Aggregate.....	\$70.00
LA Patten.....	\$150.00
Moisture making properties of fine aggregates.....	\$225.00
Organic Impurities in Sand.....	\$85.00
Sieve Analysis (Gradation), Coarse Aggregate.....	\$75.00
Sieve Analysis (Gradation), Fine Aggregate (Including Wash).....	\$100.00
Soundness of Aggregates by Sulfates.....	\$45.00
Specific Gravity, Fine Aggregate.....	\$50.00
Specific Gravity, Coarse Aggregate.....	\$40.00
Unit Weight per Cubic Foot, voids in Aggregate.....	\$50.00

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES CONT.

MATERIALS TESTING

RATES

PER SPECIMEN

ASPHALT CONCRETE

Asphalt Mix Design (Marshall & Hveem).....	QUOTE
Asphalt Mix Design Review.....	\$135.00
Bitumen Content & Gradation (D 2172).....	\$150.00
Compacted Max Density - HVEEM (D 1561).....	
Compacted Max Density - Marshall (D 1561).....	
Extraction, % Asphalt (Including Gradation) (D 6307/C 136) (CTM 310/CTM 382).....	\$130.00
Field Mix-HVEEM-Stability per Point (D 1560).....	\$110.00
Field Mix-MARSHALL-Stability per Point (D 1559).....	\$110.00
Film Stripping (CTM 302).....	\$65.00
Hveem Stability & Unit Weight (D 1560 / D 1561) (CTM 304, 308, & 366).....	\$150.00
Marshall Stability, Flow & Unit Weight (Three Specimens) (D 1559/D 2726).....	\$150.00
Maximum Theoretical Unit Weight (Rice Specific Gravity) (D 2041).....	\$150.00
Percent Swell (CTM 305).....	\$80.00
Preparation of Bituminous Mixture (CAL-TM304).....	\$30.00
Stabilometer value of Bituminous Mixture (CAL-TM366).....	\$60.00
Unit Weight Compacted Sample or Core (Bulk Specific Gravity) (D 2726) (CTM 302).....	\$50.00
Unit Weight Sample Requiring Compaction (D 2726) (CTM 304 & 308).....	\$45.00

CONCRETE:

Cement Testing Compression (Cubes) (C 109/C 109M).....	QUOTE
Compression Tests, 6x12 Cylinder, 4x8 Cylinders (C 39).....	\$20.00 each
Compression Tests, Gunite/Shotcrete Panels, 3 Cut Cores per Panel (Set) (C 39).....	\$35.00
Compression Tests, Cores (Includes Sample Preparation) (C 42).....	\$45.00
Compression Tests, Lightweight Concrete Fill (C 495).....	\$30.00
Concrete Flexural Test, 6x6x20 (C 293, C 78).....	\$55.00
Concrete Mix Design (Includes Aggregate Testing).....	\$380.00
Concrete Mix Design (Revision or Review).....	\$50.00
Drying Shrinkage (3 Specimens-28 Days) (C 157 (Mod)).....	\$100.00
Gunite/Shotcrete Panel Coring (C 42).....	\$95.00/hour
Modulus of Elasticity, Static (C 469).....	\$75.00
Splitting Strength Test (C 96).....	\$60.00
Test Batch, Includes Mix Design, Aggregate Testing & Six Compression Tests.....	\$525.00
Unit Weight, Lightweight Concrete Fill (C 495).....	\$30.00

MASONRY

Absorption Test, Brick, 7-Day (Per Block, 3 block minimum) (C 67).....	\$45.00
Absorption Test, Brick, 24-Hour Submersion (C 67).....	\$25.00
Absorption Test, Brick, 5-Hour Boiling (C 67).....	\$40.00
Composite Prism (under 400,000 lbs.), Half Size 8 x 8 x 16 (E 447) (UBC 21-17).....	\$140.00
Composite Prism (under 400,000 lbs.), Full Size 8 x 16 x 16 (E 447) (UBC 21-17).....	\$150.00
Composite Prism (over 400,000 lbs.) Full Size 12 x 16 x 16.....	\$250.00
Compression Test, Brick (C 67).....	\$30.00
Compression Test, Blocks Larger Than 8x8x16 (C 140).....	\$40.00
Compression Test, Blocks Less Than or Equal to 8x8x16 (C 140).....	\$35.00
Compression Tests, Grout (C 1019) (UBC 21-18).....	\$8.00
Compression Tests, Mortar, 2x4 cylinder UBC (C 780) (UBC 21-16).....	\$18.00
Conformance Package (C 90).....	\$525.00
Efflorescence, Block with Mortar (C 90).....	\$40.00
Efflorescence, Block/Brick Only (C 90/C 67).....	\$30.00
In-Place Shear Test (per test) (UBC 21-6).....	\$80.00
Linear Shrinkage (C 426).....	\$100.00
Modulus of Rupture, Brick (C 67).....	\$30.00
Moisture as Received, Brick (C 67).....	\$25.00
Saturation Co-Efficient (Includes Absorption) Brick (C 67).....	\$40.00
Shear Test, cores (excludes sample preparation) (Title 24).....	\$150.00
Compression Test Cores (includes sample preparation) (C 42) (Title 24).....	\$50.00
Unit Weight & Absorption, Block (C 140).....	\$40.00

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES CONT.

MATERIALS TESTING

RATES
PER SPECIMEN

STEEL

High Strength Bolt, Nut & Washer Conformance Wedge Tensile, Proof Load, Hardness.....	\$100.00
Mechanical Tests, Hardness Test, Rockwell.....	\$50.00
Prestressed Steel, Tensile Test, Strand (7 wire).....	\$90.00
Reinforcing Steel, Tensile Test - No. 11 Bars & Smaller.....	\$40.00
Reinforcing Steel, Tensile Test - No. 14 Bars & Larger (To Min. Require. Only).....	\$60.00
Reinforcing Steel, Bend Test - No. 11 Bars & Smaller.....	\$40.00
Mechanically Spliced Reinforcing Steel.....	\$80.00
Fireproofing Density Tests.....	\$70.00
Fireproofing Adhesion / Cohesion Tests	
Structural Steel, Tensile Test - Up to 200,000 lbs.....	\$30.00
Structural Steel, Bend Test.....	\$40.00
Structural Steel, Pipe Flattening Test.....	\$30.00
Welded Specimens, Tensile Test - No. 11 Bars & Smaller.....	\$32.00
Welded Specimens, Tensile Test - No. 14 Bars (To Min. Require. Only).....	\$60.00
Welded Specimens, Tensile Test - No. 18 Bars (To Min. Require. Only).....	\$80.00
Welded Specimens, Tensile Testing - Mechanically Spliced Bar.....	\$80.00

ROOFING

Astbestos Evaluation (per ply).....	\$40.00
Asphalt Softening Point.....	\$150.00
Roofing Material Analysis, With Sampling.....	\$450.00
Roofing Material Analysis, Without Sampling.....	\$225.00
Roofing Tile, Absorption (set of 5).....	\$50.00
Roofing Tile, Strength Test (set of 5).....	\$50.00

WELDING CERTIFICATION

American Welding Society (AWS D1.1)	
Limited Thickness Plate (per position).....	\$200.00
Unlimited Thickness Plate (per position).....	\$230.00
Pipe (per position).....	\$230.00
American Welding Society (AWS D1.4)	
Bar Sizes #3 through #9 (each).....	\$200.00
Bar Sizes #10 through #11 (each).....	\$230.00
Bar Sizes #14 through #18 (each).....	\$250.00
American Society of Mechanical Engineers (ASME)	
Plate or Pipe Procedure Qualification (each).....	\$550.00
Plate or Pipe Welder Qualification (each).....	\$550.00
American Welding Society (AWS D1.3)	
Light Gauge Metal (includes butt and plug weld).....	\$180.00
Procedure Qualification per AWS, ASME or Military Standards.....	Quote
Flare Weld Test (Break and Etc. Test).....	\$180.00
Flare Weld Test Plates.....	\$30.00
Ultrasonic Testing of Weld Coupons.....	\$90.00
Witness Time, If Required.....	\$55.00

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES CONT.

Testing Samples: A preparation charge will be added to all samples submitted to the laboratory that are not ready for testing. This preparation charge will be based on the actual time required and at the laboratory technician's rate of \$50.00 per hour. There will be a 50% premium charge for "RUSH/PRIORITY" testing. This testing laboratory agrees to exercise reasonable care in obtaining, preserving, and caring, for the samples to be tested, but assumes no responsibility for damages, either direct or consequential, which arise or are alleged to arise from loss, damage or destruction of samples due to circumstances beyond this testing laboratory's control. Samples are discarded after testing unless requested otherwise in writing by the client. A per month fee is charged for retained samples.

On-Site Mobile Laboratory: QUOTE

Prevailing Wage: Please note that all inspector and technician rates will increase every July 1, to commensurate with State of California and/or Local 12 document annual increase.

Per Diem and Travel Expenses: Minimum \$ 50.00 per day or Actual cost + 15%

Scheduling: A minimum of 24 hours notice is required to schedule personnel.

Minimum Charges:	Show-up time:	2-Hour Minimum Billing
	Drive Time	Hourly Rate Portal to Portal
	Swing/Graveyard Shift:	10% Premium
	Trip Charge	\$10hr
	Reimbursables:	Cost plus 15%

Overtime Rates: Rates are based on an 8-hour work day between the hours of 7:00 A.M. and 3:00 P.M., M-F. A premium of 1.5 times the quoted rates for the first 8 hours and 2.0 times thereafter will be charged for work outside of normal hours. Saturdays will be invoiced at 1.5 times the quoted rate for the first 8 hours and 2.0 times thereafter. Work on Sundays and holidays will be invoiced at 2.0 times the quoted rate.

The following are CTE Inc. holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Should a Holiday fall on a Saturday or Sunday the closest previous or following regular work day shall be considered the holiday.

Payment Terms: Payment for services is due upon presentation. If not paid within 30 days of the invoice date, it will be considered past-due and a finance charge of 1 1/2% per month will be added to the unpaid balance. Additionally, any attorney's fees or other costs incurred in collecting any delinquent accounts will be added to the amounts due and shall be paid by the party invoiced.

The Fee Schedule contains only the basic services performed by this office and is not a complete listing. Please do not hesitate to call for a quotation or proposal if your service needs are not listed herein.



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: August 28, 2019
ORIGINATING DEPT: Community Development Department
SUBJECT: **Consideration of Resolution 2019-118 to enter into a Professional Service Agreement with Kimley-Horn and Associates Inc. to Provide Professional Planning Services to Update the City's Housing and Safety Elements**

BACKGROUND:

Housing Element Law, enacted in 1969, mandates that local governments adequately plan to meet the existing and projected housing needs of all economic segments of the community. The law acknowledges that, in order for the private market to adequately address housing needs and demand, local governments must adopt land use plans and regulatory systems which provide opportunities for, and do not unduly constrain, housing development.

All California municipalities are required by Article 10.6 of the Government Code (Sections 65580-65590) to adopt a Housing Element as part of their General Plan. Distinct from the other General Plan elements, the Housing Element is subject to detailed statutory requirements and mandatory review by the California Department of Housing and Community Development (HCD). The City's current adopted Housing Element was deemed compliant with State Law and certified by HCD in 2013. The City is now initiating an update for the next 2021-2029 Housing Element Cycle which is due by April 15, 2021.

DISCUSSION:

In April 2019, the City issued a Request for Proposals (RFP) seeking a qualified consulting firm to help prepare an update of the City's General Plan Housing and Safety Elements and associated environmental assessment consistent with State mandates. The City received six (6) proposals from experienced professional planning firms. Staff

COUNCIL ACTION:

reviewed the proposals and conducted interviews with staff from the top firms. After due consideration, it was determined that Kimley-Horn and Associates Inc. proposal was the most responsive and able to address the needs of the City.

Kimley-Horn and Associates Inc. has prepared a Scope of Work, project schedule and budget that are reflective of the City's needs. The project schedule provides a sufficient buffer to allow time to work with HCD in addressing potential issues and changes in State Law and/or policy. While the timeline anticipates having a Final Certified Housing Element by December 2020, Staff is proposing that the contract be for a period through April 30, 2021 in case there are HCD comments that may take additional time to address.

In addition to the Housing Element update, Kimley-Horn will be assisting with the City's Safety Element amendment. Pursuant to newly adopted statutes, the General Plan Safety Element must be updated in conjunction with the Housing Element update to address the risk of fire for land classified as very high fire hazard severity zones. The City has properties located within the very high fire hazard severity zones along the City's northern and eastern boundaries.

CEQA COMPLIANCE STATEMENT:

This is not a project under the California Environmental Quality Act (CEQA).

FISCAL IMPACT:

As part of the FY 2019/20 and FY 2020/21 Adopted Budgets, the City Council approved expenditures associated with the work plan efforts. Funds to cover the cost for the Housing and Safety Element update were included in those budgets for an estimated cost of \$100,000. Kimley-Horn and Associates Inc. has submitted a proposal to complete the work for \$79,999.

WORK PLAN:

Authorization to execute this contract will complete the key task in bullet one of Community Character Priority A.1 (General Plan Update), to select a consultant to assist with the City's Housing and Safety Element update.

OPTIONS:

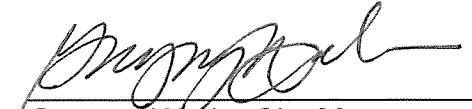
- Authorize Staff recommendation.
- Do not authorize Staff recommendation.
- Provide alternative direction to Staff.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2019-118 (Attachment 2) authorizing the City Manager to execute a Professional Services Agreement with Kimley-Horn and Associates Inc. for an amount not to exceed \$79,999.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager

Attachments:

1. Resolution No. 2019-118
2. Professional Services Agreement – Kimley-Horn and Associates Inc.

RESOLUTION NO. 2019-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES INC. FOR PROFESSIONAL PLANNING SERVICES TO UPDATE THE CITY'S HOUSING AND SAFETY ELEMENTS

WHEREAS, the Community Development Department issued a Request for Proposals (RFP) to provide professional planning services to update the City Housing and Safety Element; and

WHEREAS, the City received six (6) proposals in response to the City's RFP and after review of the proposals and meetings with top consultants the Community Development Department found Kimley-Horn and Associates Inc. to be the most responsive and capable to update the City's Housing and Safety Elements.

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

1. That the foregoing recitations are true and correct.
2. That the City Council authorizes the City Manager to execute a professional service agreement with Kimley-Horn and Associates Inc. to provide professional planning services to update the City's Housing and Safety Element.

PASSED AND ADOPTED this 28th day of August, 2019, 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 –

DAVID A. ZITO, Deputy Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

City of Solana Beach

PROFESSIONAL SERVICES AGREEMENT

FOR PROFESSIONAL SERVICE

THIS Professional Services Agreement ("AGREEMENT") is made and entered into this 1st day of September, 2019 by and between the CITY OF SOLANA BEACH, a municipal corporation ("CITY"), and, CONSULTANT a California corporation, ("CONSULTANT") (collectively "PARTIES").

WHEREAS, the CITY desires to employ a CONSULTANT to furnish PROFESSIONAL PLANNING AND ENVIRONMENTAL SERVICES ("PROFESSIONAL SERVICES") for THE CITY'S HOUSING AND SAFETY ELEMENT UPDATE ("PROJECT"); and

WHEREAS, the CITY has determined that CONSULTANT is qualified by experience and ability to perform the services desired by CITY, and CONSULTANT is willing to perform such services; and

WHEREAS, CONSULTANT will conduct all the work as described and detailed in this AGREEMENT to be provided to the CITY.

NOW, THEREFORE, the PARTIES hereto mutually covenant and agree with each other as follows:

1. PROFESSIONAL SERVICES.

- 1.1. **Scope of Services.** The CONSULTANT shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit "A" Scope of Services and Fee, at the direction of the CITY. CITY shall provide CONSULTANT access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT. For all work to be performed on site at City Hall, CITY and CONSULTANT agree that the Scope of Services begins when CONSULTANT arrives at City Hall and terminates when CONSULTANT leaves City Hall. Travel time to and from City Hall shall not be considered time on the job or compensated by the CITY.
- 1.2.
- 1.3. **Project Coordinator.** The COMMUNITY DEVELOPMENT DIRECTOR is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CONSULTANT. DAVID BARQUIST is hereby designated as the Project Director for CONSULTANT.
- 1.4. **City Modification of Scope of Services.** CITY may order changes to the Scope of Services within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions. If such changes cause a change in the CONSULTANT's cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONSULTANT's compensation and/or contract time shall be made, subject to the CITY'S approval. All such changes shall be authorized in writing, executed by CONSULTANT and CITY.

2. DURATION OF AGREEMENT.

- 2.1. **Term.** The term of this AGREEMENT shall be for a period of two (2) years beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.

ATTACHMENT 2

- 2.2. **Extensions.** If marked, the CITY shall have the option to extend the AGREEMENT for one (1) additional one (1) year periods or parts thereof for an amount not to exceed _____ per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT's satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.
- 2.3. **Delay.** Any delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONSULTANT shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.
- 2.4. **City's Right to Terminate for Default.** Should CONSULTANT be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.
- 2.5. **City's Right to Terminate without Cause.** Without limiting its rights in the event of CONSULTANT's default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONSULTANT. Such termination shall be effective upon receipt of the written notice. CONSULTANT shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY's election, considered the property of CITY.

3. COMPENSATION.

- 3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall not exceed seventy-nine thousand nine hundred ninety-nine dollars (\$79,999) without prior written authorization from CITY. CONSULTANT shall bill the CITY for work provided and shall present a written request for such payment monthly.
- 3.2. **Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services.
- 3.3. **Costs.** Any costs billed to the CITY shall be in accordance with any terms negotiated and incorporated herein as part of Exhibit "A" Scope of Services and Fee.

4. INDEPENDENT CONTRACTOR.

- 4.1. CONSULTANT is, for all purposes arising out of this AGREEMENT, an independent contractor. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder, the CITY only being concerned with the finished results of the work being performed. Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. CONSULTANT is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

5. STANDARD OF PERFORMANCE.

While performing the PROFESSIONAL SERVICES, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

6. WARRANTY OF CONSULTANT'S LICENSE.

CONSULTANT warrants that CONSULTANT is properly licensed with the applicable government agency(ies) for any PROFESSIONAL SERVICES that require a license. If the CONSULTANT lacks such license, this AGREEMENT is void and of no effect.

7. AUDIT OF RECORDS.

- 7.1. At any time during normal business hours and as often as may be deemed necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this AGREEMENT.
- 7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

8. CONFIDENTIALITY AND SECURITY.

- 8.1. **Confidential Work Product.** All professional services performed by CONSULTANT, including but not limited to all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by CONSULTANT, pursuant to this AGREEMENT, are for the sole use of the CITY, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. This provision does not apply to information that (a) was publicly known, or otherwise known to CONSULTANT, at the time that it was disclosed to CONSULTANT by the CITY, (b) subsequently becomes publicly known through no act or omission of CONSULTANT or (c) otherwise becomes known to CONSULTANT other than through disclosure by the CITY. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. The sole purpose of this section is to prevent disclosure of CITY's confidential and proprietary information by CONSULTANT or subcontractors.
- 8.2. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this AGREEMENT, may be exposed to confidential information and that disclosure of such information could violate the rights of private individuals and entities, including the parties and third parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law, and all other information protected by applicable law ("Confidential Information"). The party receiving Confidential Information ("Receiving Party") of the other ("Disclosing Party") shall not, and shall cause its employees and agents who are authorized to receive Confidential Information, not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this AGREEMENT or comply with its legal obligations. Receiving Party will use the same reasonable efforts to protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. The Receiving Party will not disclose or release Confidential Information to any third person without the prior written consent of the Disclosing Party, except for where required by law or for authorized employees or agents of the Receiving Party. Prior to disclosing the Confidential Information to its authorized employees or agents, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this AGREEMENT. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable notice and opportunity to contest such disclosure or obtain a protective order.

Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation. Confidential Information does not include any information that is required to be provided to the public pursuant to the laws of the United States and/or California such as the California Public Records Act, due to the nature of CITY being a local governmental agency. The non-disclosure and non-use obligations of this AGREEMENT will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the Receiving Party's receipt of that item.

8.3. Security.

8.3.1. Implementation. CONSULTANT shall implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of data and information provided by the CITY or used in connection with providing services under this AGREEMENT, including data or information about third parties ("CITY'S Data"); (ii) protect against any anticipated threats or hazards to the security or integrity of CITY'S Data; and (iii) protect against unauthorized access to or use of CITY'S Data. CONSULTANT shall review and test such safeguards on no less than an annual basis.

8.3.2. Network. If CONSULTANT makes CITY'S Data accessible through the Internet or other networked environment, CONSULTANT shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of CITY'S Data, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

8.3.3. Personal Data. If CONSULTANT processes or otherwise has access to any personal data or personal information on CITY's behalf when performing CONSULTANT's services and obligations under this AGREEMENT, then: (i) CITY shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CONSULTANT shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) CITY shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CONSULTANT so that CONSULTANT may lawfully use, process and transfer the personal data and personal information in accordance with this AGREEMENT on CITY's behalf in order for CONSULTANT to provide the services and perform its other obligations under this AGREEMENT; (iii) CONSULTANT shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by CITY from time to time and in accordance with the terms of this AGREEMENT; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

8.3.4. Information Security. CONSULTANT represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from CITY does and will comply with all applicable federal and state privacy and data protection laws. In the event of any security breach, CONSULTANT shall: (a) Provide CITY with the name and contact information for an employee who shall serve as CITY's primary security contact and shall be available to assist CITY twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a security breach; and (b) Notify CITY of a security breach as soon as practicable, but no later than twenty-four (24) hours after CONSULTANT becomes aware of it. Immediately following CONSULTANT's notification to CITY of a security breach, the parties shall coordinate with each other to investigate the security breach. CONSULTANT agrees to fully cooperate with CITY in CITY's handling of the matter. CONSULTANT shall use best efforts to immediately remedy any security breach and prevent any further security breach at CONSULTANT's own expense in accordance with applicable privacy rights, laws, regulations and standards. CONSULTANT agrees to provide, at its expense, up to one year of credit monitoring services to third parties impacted by any data breach involving the loss of personally identifiable information.

8.4. Indemnity. CONSULTANT shall defend (with counsel acceptable to CITY), indemnify and hold CITY harmless from and against all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities, damages, judgments, settlements, and court awarded attorney's fees resulting from, arising out of or related to a security or data breach unless the breach is proven to be caused solely by CITY. The terms of this section shall survive termination of this AGREEMENT. For purposes of this provision, "security breach" means any act or omission that compromises either the security, confidentiality, or integrity of Confidential Information or the physical, technical, administrative or organizational safeguards put in place by CONSULTANT or any authorized persons that relate to the protection of the security, confidentiality or integrity of Confidential Information or a breach or alleged breach of this AGREEMENT relating to such privacy practices or privacy obligations imposed by any applicable law.

8.5. Notice and Remedy of Breaches. Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of Section 8 of this AGREEMENT, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

8.6. Enforcement. Each party acknowledges that any breach of any of the provisions of Section 8 of this AGREEMENT may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

9. CONFLICTS OF INTEREST.

9.1. CONSULTANT shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code Section 81000 *et seq.* (Political Reform Act) and Section 1090 *et seq.* CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the CITY.

- 9.2. If, in performing the PROFESSIONAL SERVICES set forth in this AGREEMENT, the CONSULTANT makes, or participates in, a “governmental decision” as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for the CITY that would otherwise be performed by a CITY employee holding a position specified in the department's conflict of interest code, the CONSULTANT shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the CONSULTANT’s relevant financial interests.
- 9.3. If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act. Specifically, the CONSULTANT shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the CITY’s determination that the CONSULTANT is subject to a conflict of interest code. The CONSULTANT shall also file a Form 700 (Annual Statement) on or before April 1 of each year of the AGREEMENT, disclosing any financial interests held during the previous calendar year for which the CONSULTANT was subject to a conflict of interest code.
- 9.4. CITY represents that pursuant to California Government Code Section 1090 *et seq.*, none of its elected officials, officers, or employees has an interest in this AGREEMENT.

10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.

- 10.1. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this PROJECT, and shall be turned over to the CITY upon completion of the PROJECT or any phase thereof, as contemplated by this AGREEMENT.
- 10.2. Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this AGREEMENT, except upon the CITY’s prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

11. INSURANCE

- 11.1. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best’s rating of no less than “A” and “VII” unless otherwise approved in writing by the CITY’s Risk Manager.
- 11.2. CONSULTANT’s liabilities, including but not limited to CONSULTANT’s indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.
- 11.3. **Types and Amounts Required.** CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

- 11.3.1.** **Commercial General Liability (CGL).** If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 per occurrence and subject to an annual aggregate of \$2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
- 11.3.2.** **Commercial Automobile Liability.** If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
- 11.3.3.** **Workers' Compensation.** If checked the CONSULTANT shall maintain Worker's Compensation insurance for all of the CONSULTANT's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.
- 11.3.4.** **Professional Liability.** If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy.
- 11.3.5.** **Cyber Liability.** If checked the CONSULTANT shall also maintain Cyber Liability coverage on an occurrence basis with a limit of \$2,000,000 per occurrence or claim and \$2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by CONSULTANT in this AGREEMENT and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.
- 11.4. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 11.5. Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

- 11.5.1.** The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.
- 11.5.2.** The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.
- 11.6. Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

12. INDEMNIFICATION.

CONSULTANT agrees to indemnify, defend (with counsel acceptable to CITY), and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of or failure to perform services or obligations under this AGREEMENT. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.

13. SUBCONTRACTORS.

- 13.1.** The CONSULTANT's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the PROJECT is subject to prior approval by the CITY.
- 13.2.** All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONSULTANT shall require the subcontractor to obtain, all policies described in Section 11 in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.
- 13.3.** In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 12 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

14. NON-DISCRIMINATION.

CONSULTANT shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

15. NOTICES.

All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States mail, postage prepaid and properly addressed as noted below.

Joseph Lim, Community Development Director

City of Solana Beach
635 S. Highway 101
Solana Beach, CA 92075

David Barquist

Kimley-Horn Associates Inc.
765 The City Drive, Suite 200
Orange, CA 92868

16. ASSIGNABILITY.

This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated or sub-contracted, without the express written consent of the CITY.

17. RESPONSIBILITY FOR EQUIPMENT.

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

18. CALIFORNIA LAW; VENUE.

This AGREEMENT shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this AGREEMENT shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure Section 394.

19. COMPLIANCE WITH LAWS.

The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this AGREEMENT whether now in force or subsequently enacted. This includes maintaining a City of Solana Beach Business Certificate.

20. ENTIRE AGREEMENT.

This AGREEMENT sets forth the entire understanding of the PARTIES with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

21. NO WAIVER.

No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this AGREEMENT, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this AGREEMENT shall constitute a waiver of any such breach of such covenant, term or condition.

22. SEVERABILITY.

The unenforceability, invalidity, or illegality of any provision of this AGREEMENT shall not render any other provision unenforceable, invalid, or illegal.

23. DRAFTING AMBIGUITIES.

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

24. CONFLICTS BETWEEN TERMS.

If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Exhibits, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

25. EXHIBITS INCORPORATED.

All Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

26. SIGNING AUTHORITY.

- 26.1.** The representative for each Party signing on behalf of a corporation, partnership, joint venture, association, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, association, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.
- 26.2.** If checked, a proper notary acknowledgement of execution by CONSULTANT must be attached.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year first hereinabove written.

CITY OF SOLANA BEACH, a municipal corporation

CONSULTANT, a California corporation

By:

By:

City Manager, Gregory Wade

Signature

Print Name and Title

ATTEST:

City Clerk, Angela Ivey

APPROVED AS TO CONTENT:

Joseph Lim, Community Development Director

APPROVED AS TO FORM:

City Attorney, Johanna N. Canlas

EXHIBIT "A"
SCOPE OF SERVICES AND FEE

Click or tap here to enter text.



Scope of Work

Kimley-Horn has reviewed the City's RFP and understands the statutory deadline for certification of Housing Elements in the SCAG region is October 15, 2021. Kimley-Horn further understands that SCAG has proposed the following key dates as part of the RHNA allocation process:

- Research and Analysis – November 2019
- Admin Draft Elements – February 2020
- Final Certified Element – December 2020
- Public Review Draft – May 2020
- Final HE/CEQA – Sept/Oct 2020

Kimley-Horn understands that much of the analysis for the Housing Element is based on data that is not yet available, or will be more currently available in the future. We have formulated our timeline to accommodate the timing of the release of data, such as demographic information, and the statutory deadlines proposed by HCD and SCAG.

For budgeting purposes, we have made a number of general assumptions to the Scope and Fee based upon the above considerations and would request that prior to the execution of any contract, the Scope and Fee be reviewed for such considerations. Phasing the contract or other methods to ensure the scope and fee is efficiently allocated is recommended by Kimley-Horn.

Task 1: Project Kick Off and Project Schedule

Kimley-Horn will participate in a kick-off meeting with City staff to discuss the update process, answer questions, provide data, and exchange other important procedural aspects of the Housing Element Update. The meeting will address the following:

- Nature Technical Assistance in RHNA process
- Review/Modify Scope of Work and Schedule
- Define Outreach Methodologies
- Data Sharing/Exchanging
- Review of HCD Letter

Task 1.1 Scope of Work and Process

Kimley-Horn will participate in a kick-off meeting with City staff to discuss the update process, answer questions, provide data, and exchange other important procedural aspects of the Housing Element Update. The meeting will address the following:

- Nature Technical Assistance in RHNA process
- Review/Modify Scope of Work and Schedule
- Define Outreach Methodologies
- Data Sharing/Exchanging
- Meetings and Public Engagement

Task 2: Project Team Coordination

Task 2.1: Project Management and Coordination Meetings

Kimley-Horn will meet regularly with the project team to coordinate project deliverables, data, and public meetings. It is assumed monthly meetings will occur throughout the duration of the project and face to face meetings when circumstances warrant.

Task 3: Housing Element Assessment

Task 3.1: Document Review

Following the Kick-Off Meeting, Kimley-Horn will provide City staff with a listing of pertinent data that is necessary to complete the work program. Kimley-Horn will only request data that is proprietary to the City and not available publicly. Kimley-Horn will review all applicable City, regional, and State documents pertaining to the Housing Element update. This



may include various policy and regulatory documents and other assistance programs.

Kimley-Horn will be responsible for identifying and resolving any information gaps. Kimley-Horn anticipates a “turnkey approach” for data collection to the greatest extent feasible and will only request information that is proprietary to the City to minimize the work effort by City Staff.

Task 3 Deliverables:

- Document Library List

Task 3.2: Evaluate the Current Housing Element

As required by State law, Kimley-Horn will review and evaluate the 2014-2021 Housing Element and its programs. In general, the task will include a review of the appropriateness of the housing goals, objectives, and polices in contributing to the attainment of the stated housing goal; the effectiveness of the Housing Element in attaining community housing goals and objectives; and the City’s progress in implementing the Housing Element. The report will include the following information:

- Evaluate the status, effectiveness, and appropriateness of the current housing policy programs and identify any barriers to implementation;
- Compare identified goals from the adopted Housing Element to actual accomplishments during the plan period;
- Evaluate the existing Housing Element in relation to current State housing laws and identify any omissions or deficiencies.

Deliverables:

- Review of Past Performance Matrix

Task 3.3: Housing Needs, Constraints, Resources, Population, and Housing Profile

As required by State law, Kimley-Horn will assess housing needs, constraints, and resources available. A population and housing profile will be conducted that summarizes, population and household characteristics, analysis of special needs populations, and units at risk of converting to market rate units. Housing constraints will identify non-governmental, governmental, and environmental constraints that may have an effect on housing. Housing resources such as availability of vacant land, zoning to accommodate RHNA growth needs, and capacities of available sites will be analyzed. Funding and financing resources available to address housing needs will be identified. Opportunities for energy conservation will also be explored.

Based on new housing law, the adequate sites analysis will be much more in-depth and detailed compared to prior planning periods. It is Kimley-Horn’s experience that the new law will necessitate more details study of adequate sites to satisfy HCD standards.

Deliverables:

- Housing Profile Report
- Adequate Sites Analysis
- GIS Based Inventory of Sites
- Data Tables, Maps, and Relevant Text

Task 3.4 Develop Housing Plan

As required by State law, Kimley-Horn will develop a Housing Plan the constitutes the policy component of the Housing Element. The Housing Plan will include prior policies from the 2021-2029 Housing Element that are still appropriate and will be supplemented by new policies and programs that address new Housing Element Law. The Housing Plan will identify policies and programs to address Conservation and Improvement, Availability and Production, Affordability, Removal of Constraints, and Equal Housing Opportunity. Policies and programs will be supplemented by Quantified Objectives by income



category.

Deliverables:

- Housing Policy Plan
- List of Quantified Objectives

Task 4: Community Engagement

Task 4.1 Community Outreach Plan

Kimley-Horn is suggesting an approach to public participation that provides for meaningful input and involvement. Visually engaging, interactive, and collaborative community and stakeholder workshops will have productive results for the City. Kimley-Horn will conduct community engagement workshop to solicit public comments on the Housing Element Update prior to initiating work on Housing Element components. Kimley-Horn will prepare and deliver utilizing a variety of “tools” such as PowerPoint presentations, informational handouts, visual aids, Social Media tools, and other materials to help participants understand the update process, issues to resolve (as identified during the current Housing Element Evaluation), and potential solutions. In collaboration with City staff, Kimley-Horn will identify key stakeholders.

Prior to formulating the Community Outreach Plan, a coordination meeting will discuss approaches, key challenges, and various methods for effectively engaging City residents and decision makers in the planning process. Based upon this internal discussion, the Kimley-Horn team will formulate a Community Out-reach Program that addresses the outreach strategies, dates, locations, participants and other relevant data.

City staff will be responsible for the scheduling of venues, staff coordination, and provide public noticing, facilities, set-up, and general meeting facilitation for all community engagement activities.

Deliverables:

- Draft Community Outreach Plan in electronic format

Task 4.2 Community Workshop #1 – Introduction and Policy Considerations

Kimley-Horn will facilitate an initial community workshop with the public and stakeholders to discuss Housing Element update process. Kimley-Horn will prepare and deliver a PowerPoint presentation, informational handouts, visual aids, and other materials.

In collaboration with City staff, Kimley-Horn will identify key stakeholders. The meeting will introduce participants to the RHNA process, Housing Element requirements, legislative requirements and engage in the identification of policy considerations. Participants will identify challenges, issues, and opportunities for the Housing Element.

Deliverables:

- Electronic copies (in PDF format) of draft presentation, handouts, etc. approximately two weeks prior to workshop. Kimley-Horn will revise materials as directed by City staff.

Task 4.3 Community Workshop #2

Kimley-Horn will facilitate a community workshop with the public and stakeholders to discuss the Public Review Draft Housing Element. Workshop #2 will build upon the information learned from Workshop #1 and provide draft analysis, policies, and programs for review and discussion. Kimley-Horn will prepare and deliver a PowerPoint presentation, informational handouts, visual aids, and other materials. In collaboration with City staff, Kimley-Horn will identify key stakeholders.



Deliverables:

- Electronic copies (in PDF format) of draft presentation, handouts, etc. at least two weeks prior to workshop. Kimley-Horn will revise materials as directed by City staff.

Task 4.4 Study Session with City Council

Kimley-Horn will attend and facilitate one (1) study session/meeting with the City Council. As part of the work plan refinement process, Kimley-Horn can discuss with City staff the most effective approach for this meetings, including opportunities to ensure the involvement of key stakeholder groups, non-profits, and other members of the community.

Deliverables:

- Electronic copies (in PDF format) of draft presentation, handouts, etc. at least two weeks prior to study sessions/meetings. Kimley-Horn will revise materials as directed by City staff.
- Draft language for Staff Reports

Task 5: Draft Housing Element

Kimley-Horn will prepare a Screencheck Draft, Public Review Draft, and Final Housing Element.

Task 5.1 Screencheck Draft

Kimley-Horn will prepare and submit a Screencheck Draft Housing Element to the City for review. The Screencheck Draft will be a complete draft and include all required components of a Housing Element as described in prior tasks, and will include all tables, maps, and graphics.

Deliverables:

- One electronic copy (in native file format and PDF format) of the Screencheck Draft Housing Element for City review and comment

Task 5.2 Public Review Draft

Kimley-Horn will prepare a Public Review Draft Housing Element based on City staff's comments on the Screencheck Draft. City staff will provide Kimley-Horn with comments on the Screencheck Draft within 14 calendar days for preparation of the Public Review Draft. Kimley-Horn will resolve any issues and make requested revisions to the Screencheck Draft to the satisfaction of the City.

Deliverables:

- One electronic copy (in native file format and PDF format)
- 15 camera ready hard copies

Task 5.3 HCD Submittal

Following all initial community outreach workshops and meetings, Kimley-Horn will prepare summary notes or minutes of the community workshop, and a summary of all other comments received during the public review period. Considering input received at the community workshop and any other input received during the public comment period, Kimley-Horn, in consultation with City staff, will revise the Public Review Draft Housing Element.

Once the Draft Housing Element is finalized, it will be submitted for an initial 60-day review to the Department of Housing and Community Development (HCD) after required meetings and approvals from the Planning Commission and City Council. Kimley-Horn will prepare a transmittal letter to HCD detailing how the Housing Element meets State law requirements. The Draft Housing Element will be accompanied by a completed Completeness Review Checklist.



Deliverables:

- One electronic copy (in native file format and PDF format) of
- the transmittal letter and checklist to HCD

Task 5.4 Responses to Comments

Kimley-Horn will assist City staff with preparing responses to any public or agency comments (including HCD) on the Public Review Draft Housing Element. Based on our recent experience, the City should be prepared to receive considerably more comments during this Cycle.

Task 6: Final Draft Housing Element

Following review by HCD, Kimley-Horn will revise the appropriate sections of the HCD Submittal Draft Housing Element. This Final Draft Housing Element will be presented at public hearings before City Council.

Deliverables:

- One electronic copy (in native file format and PDF format) of the Final Draft Housing Element
- 10 camera-ready copy of the Final Draft Housing Element

Task 7: Safety Element Amendments

Pursuant to newly adopted statutes, the General Plan Safety Element will be updated to address the risk of fire for land classified as state responsibility areas, and land classified as very high fire hazard severity zones. The review shall also address fire hazards, generally, to describe goals, policies, and objectives.

Prior to the adoption of any amendments to the Safety Element, the Element will be sent for review and comment by a variety of local and state agencies, including the State Board of Forestry and Fire Protection, Department of Conservation, and local agencies that provide fire protection to territories in the City. Depending on the agency, this will require review up to 90 days prior to any adoption by the City Council.

Deliverables:

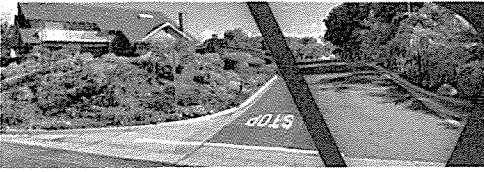
- One electronic copy (in native file format and PDF format) of the Final Draft Safety Element
- 10 camera-ready copies of the Final Draft Safety Element
- GIS Based Maps, Tables and Text

Task 8: Public Hearings

Kimley-Horn will attend up to one (1) public hearing before the City Council. Kimley-Horn will assist in preparing and delivering a PowerPoint presentation, drafting staff report language, and responding to questions at the public hearings.

Deliverables:

- Electronic copies (in PDF format) of draft presentation, handouts, etc. at least two weeks prior to public hearings. Kimley-Horn will revise materials as directed by City staff.
- Attendance by up to two (2) Kimley-Horn staff members



Task 9: Final Housing Element/HCD Certification

Based on the City Council direction, Kimley-Horn will make final revisions and prepare a Final Housing Element for HCD review and approval. Kimley-Horn will transmit the Final Housing Element to HCD for certification, and will maintain ongoing communication with the State until the Housing Element is officially deemed certified.

Deliverables:

- One electronic copy (in native file format and PDF format) of the Final Housing Element
- 15 thumb drive copies
- 15 camera-ready hard copies of the HCD-certified Final Housing Element.

Task 10: Environmental Compliance

Kimley-Horn will prepare an Initial Study for the Housing Element concurrently with the Housing Element update process. Our approach assumes that no substantial land use changes will be proposed in the updated Housing Element; the sites inventory will identify capacity consistent with the General Plan Update land use policies, and build-out projections. To the extent possible, we will draw conclusions from prior environmental documentation conducted for the General Plan and Housing Element update completed within the last few years and any Specific Plans or other planning documents that address housing. Kimley-Horn assumes the Initial Study will justify the adoption of an Initial Study (IS)/(Mitigated)(M) Negative Declaration (ND). The IS/(M)ND will include a project description, location, environmental checklist, analysis of potential environmental effects, methods for mitigating significant effects, and an analysis of consistency with existing plans and land use controls. Kimley-Horn anticipates one (1) review cycle of the Screencheck/draft IS/MND, with approximately two weeks for staff review. Once City staff has reviewed and commented on the Screencheck Draft, Kimley-Horn will modify as directed.

Kimley-Horn will prepare the Notice of Determination (NOD) for the City to file with the County of San Diego following the adoption of the Housing Element by the City Council. Kimley-Horn will conduct the necessary posting, mailing, and circulation of environmental documentation. The City will be responsible for paying all required fees.

Deliverables:

- One electronic copy (in native file format and PDF format) of the Final CEQA Documents
- One camera-ready hard copy of the Final CEQA document

Task 10.1: CEQA Training Services

Kimley-Horn will provide introductory-level training in the preparation of environmental documentation pursuant to the California Environmental Quality Act (CEQA) and in support of the City's 6th Cycle Housing Element Update (HEU) Kimley-Horn will provide introductory training (e.g., CEQA 101 – Introduction to CEQA) for a basic understanding of the following CEQA topics:

- AB52 and SB18 Noticing Requirements
- CEQA's Purpose and Application
- CEQA Process
- Types of CEQA Documents
- Mitigated Negative Declaration Process¹
- Impact Significance
- State CEQA Guidelines Appendix G Thresholds
- Mitigation and Alternatives



- CEQA Noticing and Public Review
- Best Practices

Its is assumed this training will be completed in conjunction with the CEQA scope of work as described in Task 10 of this Scope of Work.

Deliverables:

- Refer Task 10
- Various meetings/teleconferences in conjunction with work effort and deliverables described herein



Cost and Pricing

The following fee schedule is provided in coordination with our scope of work and reflects our total anticipated cost for all tasks.

CITY OF SOLANA BEACH HOUSING ELEMENT UPDATE - ESTIMATED FEES						
TASK	Principal / Project Mgmt \$255	Senior Planner \$157	Associate Planner \$125	Assistant Planner / Graphics \$120	Admin / Support \$110	Total Cost
TASK ONE: PROJECT KICKOFF AND SCHEDULE						
1.1 Scope of Work and Project Schedule	3		6			\$1,515
TASK TWO: PROJECT TEAM COORDINATION						
2.1 Project management and Coordination	14		16		14	\$7,110
TASK THREE: HOUSING ELEMENT ASSESSMENT						
3.1 Document Review	2					\$510
3.2 Evaluate Current Housing Element	2	6	20			\$3,952
3.3 Housing Needs, Constraints, Resources and Profile	2	36	52	8		\$13,622
3.4 Develop Housing Plan	3	16	8			\$4,277
TASK FOUR: COMMUNITY ENGAGEMENT						
4.1 Community Outreach Plan	4		8			\$2,020
4.2 Community Workshop #1	6		12	3		\$3,390
4.3 Community Workshop #2	6		12	3		\$3,390
4.4 Study Session	6		9			\$2,655
TASK FIVE: DRAFT HOUSING ELEMENT						
5.1 Screencheck Draft	4	4	8		6	\$3,308
5.2 Public Review Draft	2	4	8		3	\$2,468
5.3 HCD Submittal Draft	2	4	8		3	\$2,468
5.4 Response to HCD Comments	2	4	8		3	\$2,468
TASK 6: FINAL DRAFT HOUSING ELEMENT	2	4	8		2	\$2,358
TASK 7: SAFETY ELEMENT AMENDMENTS	2	12	28	8	4	\$7,294
TASK 8: PUBLIC HEARINGS	6		9			\$2,655
TASK 9: FINAL HOUSING ELEMENT CERTIF	2	6	8		6	\$3,112
TASK 10: ENVIRONMENTAL COMPLIANCE	3	16		30		\$6,877
10.1: CEQA Training Services	10		16			\$4,550
TOTAL HOURS	83	112	228	52	41	
TOTAL PROFESSIONAL LABOR COSTS	\$21,165	\$17,584	\$28,500	\$6,240	\$4,510	\$ 79,999

Please note that because RHNA allocations are not available and data availability will change over the next few years, certain assumptions were made for the budget in terms of time and effort. Our budget reflects an "assumed effort" informed by our current experience with new statutes, available land resources, and nature of analysis desired by HCD, among other considerations. We encourage the City of Solana Beach to review and discuss these considerations prior to the execution of any contract.



Schedule

We have included a detailed schedule below.

CITY OF SOLANA BEACH HOUSING ELEMENT UPDATE - ESTIMATED SCHEDULE								
TASK	Sept 2019	Nov 2019	Jan 2020	Mar 2020	May 2020	July 2020	Sept 2020	Nov 2020
TASK ONE: PROJECT KICKOFF AND SCHEDULE								
1.1 Scope of Work and Project Schedule								
TASK TWO: PROJECT TEAM COORDINATION								
2.1 Project management and Coordination								
TASK THREE: HOUSING ELEMENT ASSESSMENT								
3.1 Document Review								
3.2 Evaluate Current Housing Element								
3.3 Housing Needs, Constraints, Resources and Profile								
3.4 Develop Housing Plan								
TASK FOUR: COMMUNITY ENGAGEMENT								
4.1 Community Outreach Plan								
4.2 Community Workshop #1								
4.3 Community Workshop #2								
4.4 Study Sessions								
TASK FIVE: DRAFT HOUSING ELEMENT								
5.1 Screencheck Draft								
5.2 Public Review Draft								
5.3 HCD Submittal Draft								
5.4 Response to HCD Comments								
TASK 6: FINAL DRAFT HOUSING ELEMENT								
TASK 7: SAFETY ELEMENT AMENDMENTS								
TASK 8: PUBLIC HEARINGS								
TASK 9: FINAL HOUSING ELEMENT CERTIF								
TASK 10: ENVIRONMENTAL COMPLIANCE								
10.1 CEQA Training Services								



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: August 28, 2019
ORIGINATING DEPT: City Manager's
SUBJECT: **Council Consideration of Resolution 2019-122 to Amend the 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. On July 13, 2016, the City signed a service agreement with Bob Hoffman for video production services to televise City 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.

This item is before City Council to consider adopting Resolution 2019-122 (Attachment 1) to amend the agreement for video production services for Fiscal Year (FY) 2018/19 through FY 2020/21.

DISCUSSION:

The City desires to televise City 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 operating the cameras, creating graphics, managing lighting and sound, as well as producing DVD recordings of all meetings.

Staff has relied 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.

Bob Hoffman Video and Photography is currently contracted to televise each Council meeting and other important meetings at a rate of \$160 an hour with a four (4) hour minimum, equating the agreement to roughly 103 hours of video production services for a total fiscal year agreement amount not to exceed \$16,500. During FY 2018/19, the City exceeded the allotted 103 hours contracted by 36 hours, for a total of 139

CITY COUNCIL ACTION:

AGENDA ITEM A.11.

hours of video production services. The agreement thus exceeded the contracted amount by \$5,740.

Staff anticipates future hours with Bob Hoffman to continue to exceed 103 hours due in part to the televising of View Assessment Committee meetings. Staff believes the increased hours of video production services will remain in the range of 139 hours.

In addition, Bob Hoffman Video and Photography has requested an increase in its hourly rate of 5%. This would increase the hourly rate from \$80 per hour per person to \$84 per hour per person. Bob Hoffman Video and Photography has not increased the rate it charges the City since 2014.

Staff is recommending the approval of an amendment for the Bob Hoffman Video and Photography agreement for FY 2018/19 for an additional \$5,740 for a total of \$22,240 and for the agreement extensions for FY 2019/20 and FY 2020/21 for an additional \$7,000 for a total of \$23,500 for each fiscal year extension.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

There are sufficient funds in the Information Technology Communication Broadcast FY 2018/19 Adopted Budget to support an agreement increase for an amount not to exceed \$22,240.

Based on the Information Technology FY 2019/20 Adopted Budget, there are sufficient funds to increase the agreement's hourly rate per person to \$84 and the amount not to exceed to \$23,500 through the agreement extensions ending in FY 2020/21.

WORK PLAN:

N/A

OPTIONS:

- Approve Staff recommendation
- Approve Staff recommendation with alternative amendments / modifications.
- Reject Staff recommendation and provide direction.

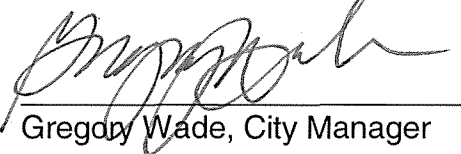
DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council Adopt Resolution 2019-122:

1. Awarding Bob Hoffman Video and Photography an increased amount not to exceed \$22,240 for FY 2018/19.
2. Awarding Bob Hoffman Video and Photography an increased hourly rate of \$84 per person and an amount not to exceed of \$23,500 for the FY 2019/20 agreement extension through FY 2020/21.
3. Authorizing the City Manager to amend the FY 2018/19 agreement and the agreement extensions through FY 2020/21 with Bob Hoffman Video and Photography.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager

Attachments:

1. Resolution No. 2019-122

RESOLUTION NO. 2019- 122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH BOB HOFFMAN VIDEO AND PHOTOGRAPHY

WHEREAS, the City of Solana Beach wishes to televise City Council meetings in order to increase transparency and involvement in local government; and,

WHEREAS, the City of Solana Beach is currently contracted with Bob Hoffman Video and Photography for video production services; and,

WHEREAS, Bob Hoffman Video and Photography has provided video production services to the City since 2006 and has valuable knowledge of the City's existing Audio Visual systems; and,

WHEREAS, the City has exceeded the amount not to exceed by \$5,740 for Fiscal Year 2018/19; and,

WHEREAS, the City anticipates a continued need for increased hours of video production services due in part to the televising of View Assessment Committee meetings; and,

WHEREAS, the Bob Hoffman Video and Photography has increased its hourly fee to a rate of \$84 per person.

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. That the City Council awards Bob Hoffman Video and Photography Service an increased amount not to exceed \$22,240 for Fiscal Year 2018/19
3. That the City Council accepts Bob Hoffman Video and Photography's increased hourly rate of \$84 per person for the FY 2019/20 agreement extension through FY 2020/21.
4. That the City Council awards Bob Hoffman Video and Photography Service an increased amount not to exceed \$23,500 beginning in Fiscal Year 2019/20 through Fiscal Year 2020/21.

5. That the City Council authorizes the City Manager to amend the agreement with Bob Hoffman Video and Photography Service accordingly.

PASSED AND ADOPTED this 28th day of August 2019, 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 –

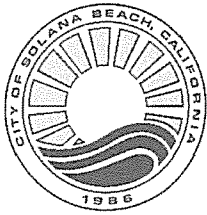
DAVID A. ZITO, Mayor

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: August 28, 2019
ORIGINATING DEPT: Fire and Marine Safety Dept.
SUBJECT: **Consideration of Resolution 2019-121 Accepting \$12,136 in 2018 State Homeland Security Program Grant Funds for the Purchase of 800 MHz Replacement Radios**

BACKGROUND:

Activities implemented under State Homeland Security Program (SHSP) grants must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, response to and recovery from terrorism in order to be considered eligible. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards and catastrophic incidents. The activities must also align with the national, state, and urban area strategic objectives.

Under the direction of the County of San Diego, the entire public safety communications infrastructure is being replaced in 2019 to improve regional capabilities. After 2020, all of the City's dated radio equipment will be out of compliance. The current system, Regional Communication System (RCS), will be replaced with the Next Generation Regional Communication System (NextGen RCS). Additionally, the sole vendor, Motorola, will not be able to provide replacement parts for older radios.

Due to the significant financial undertaking the replacement requires, Staff has used previous SHSP grant funds to purchase radios and will continue to do so for the next few years. The estimated cost to replace all City radios and peripheral equipment is approximately \$97,000. All of the 2018 SHSP award will be allocated toward replacing radios in the Fire and Marine Safety Departments. Approximately \$12,000 of future SHSP awards will also be allocated toward replacing radios for the next year.

COUNCIL ACTION:

This item is before the City Council to request approval of Resolution 2019-121 (Attachment 1) accepting \$12,136 in 2018 State Homeland Security Program grant funds for the purchase of 800 MHz replacement radios.

DISCUSSION:

The City is directly receiving a total of \$12,136 awarded through the County of San Diego under SHSP for Federal Fiscal Year 2018 (Attachment 2). The funding allocated to the City will enhance its preparedness, prevention, and response capabilities. SHSP grant funds can only be expended on equipment authorized for purchase by the Department of Homeland Security. The City will apply the funds from the 2018 program to the cost of radios, which will provide improved communication and greater interoperability on incidents that require communication and coordination with multiple agencies and disciplines (i.e., Fire, Law Enforcement, Public Works, Emergency Management).

These are reimbursement grants and require the City to expend funds prior to requesting reimbursement. Under SHSP, expenditures must be made by the grant recipient and the reimbursement requested from the County of San Diego Office of Emergency Services. Presently, the deadline to expend funds and request reimbursement is May 31, 2020.

The State of California administers the grant and requires all grant recipients to adhere to the FY 2018 Grant Assurances which outlines policies and regulations pertaining to the use of federal grant funds (Attachment 3).

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

There is no negative fiscal impact associated with this action. The City is not required to provide a matching or cost share for grants under SHSP, nor is it required to fund the replacement of grant funded equipment in the future (at the end of its useful life). Staff does not anticipate incurring any significant increase in costs for maintaining the equipment during its lifespan.

An appropriation is needed in the Public Safety Special Revenue fund to record the expected grant revenue and related expenditure amount of \$12,136.

WORK PLAN:

N/A

OPTIONS:

- Approve Staff recommendation.
- Approve Staff recommendation with alternative amendments / modifications.

- Deny Staff recommendation

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council approve Resolution 2019-121:

1. Accepting \$12,136 in federal funds from a 2018 State Homeland Security Program (SHSP) grant awarded to the City of Solana Beach for the purchase of 800 MHz radios.
2. Authorizing the Fire Chief, or his designee, to sign and submit the required California Governor's Office of Emergency Services Fiscal Year (FY) 2018 Grant Assurances (Attachment 3).
3. Approving an appropriation of \$12,136 to the Federal Grant revenue account and the Minor Equipment expenditure account for the Fire Department both in the Public Safety Special Revenue fund.
4. Authorizing the City Treasurer to amend the FY 2019/20 Adopted Budget accordingly.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2019-122
2. FY 2018 San Diego County Office of Emergency Services Award Letter to Jurisdictions, dated March 8, 2019
3. California Governor's Office of Emergency Services Standard Grant Assurances
4. FY 2018 State Homeland Security Program (SHSP) Grant Approved Allocation

RESOLUTION 2019-121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING THE PURCHASE OF 800MHZ RADIOS IN THE AMOUNT OF \$12,136 AND AUTHORIZING THE FIRE CHIEF TO EXECUTE THE SHSP GRANT ASSURANCES DOCUMENT

WHEREAS, the Fire Department currently uses radios which began being phased out beginning in 2019 as they will no longer be operative with the public safety communications infrastructure; and

WHEREAS, the Solana Beach Fire Department received a grant through the State Homeland Security Grant Program (SHSP) in the amount of \$12,136 for the purchase of 800MHz replacement radios; and

WHEREAS, Motorola Solutions is the sole source vendor for the applicable radios; and

WHEREAS, a Grant Assurances document needs to be executed in order to receive the grant funds.

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 accepts \$12,136 in federal funds from a 2018 State Homeland Security Program (SHSP) grant awarded to the City of Solana Beach for the purchase of 800 MHz radios.
3. That the City Council authorizes the City Manager, or his designee, to sign and submit the required California Governor's Office of Emergency Services Fiscal Year 2018 Grant Assurances.
4. That the City Council authorizes the appropriation of \$12,136 to the Federal Grant revenue account and Minor Equipment expenditure account for the Fire Department both in the Public Safety Special Revenue fund.

5. That the City Council authorizes the City Treasurer to amend the FY 2019/20 Adopted Budget accordingly.

PASSED AND ADOPTED this 28th day of August, at a regular meeting of the City Council of the City of Solana Beach, California by the following vote:

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

DAVID A. ZITO, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



**Standard Assurances
For All Cal OES Federal Grant Programs**

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body, and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

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

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, subgrantees, recipients or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment

The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subgrantee, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at CRCL@hq.dhs.gov or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

31. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2018, Version 8.1, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____



County of San Diego Office of Emergency Services
 5580 Overland Ave., Suite 100
 San Diego, CA 92123 -1251
 Phone: (858) 565-3490 Fax: (858) 565-3499
 Email: oes@sdcounty.ca.gov



March 8, 2019

City of Solana Beach
 505 S Vulcan Ave
 Encinitas, CA 92024

SUBJECT: NOTIFICATION OF FEDERAL FUNDING AWARD
 FY 2018 Homeland Security Grant Program (HSGP)
 Subaward #2018-0054, Cal OES ID #073-00000

The purpose of this letter is to notify you that the County of San Diego Office of Emergency Services has approved your FY2018 SHSP award in the amount of \$12,136 as listed below:

Subrecipient Name:	City of Solana Beach
Subrecipient DUNS:	078751120
Federal Award ID (FAIN)	EMW-2018-SS-00054-S01
Federal Award Date:	09/01/18 to 08/31/21
Subaward Period of Performance:	03/01/19 to 05/31/20
Subrecipient Award Amount:	\$12,136
Federal Award Project Description:	Implementation of homeland security management grant to support state, local, tribal and territorial efforts to prevent terrorism and other catastrophic events
Federal Awarding Agency:	US Department of Homeland Security
CFDA Number:	97.067/Homeland Security Grant Program
Research & Development Award (Y/N):	No
Indirect Cost Rate:	N/A
Match Requirement:	N/A

This grant award is subject to all provisions of Uniform Guidance (2 CFR Part 200), which can be accessed at www.ecfr.gov. Non-federal entities that expend \$750,000 or more annually in Federal Awards must have a single audit performed each year. Please forward a copy of your most current single audit report to the contact below.

Please complete and return the attached OES Grant Management Assessment Questionnaire and 2018 Grant Assurances.

Your performance period ends May 31, 2020. Please submit your reimbursement requests in a timely manner, no later than June 30, 2020.

For further assistance, please contact Raluca Pimenta at (858) 715-2214 or Raluca.Pimenta@sdcounty.ca.gov.

Sincerely,

Martin Kurian, Principal Administrative Analyst
 County of San Diego, Office of Emergency Services

Attachments: OES Grant Management Assessment Questionnaire
 2018 Grant Assurances
 SHSP 2018 Approved FMFW

Unified San Diego County Emergency Services Organization

CARLSBAD • CHULA VISTA • CORONADO • COUNTY OF SAN DIEGO • DEL MAR • EL CAJON • ENCINITAS • ESCONDIDO • IMPERIAL BEACH • LA MESA
 LEMON GROVE • NATIONAL CITY • OCEANSIDE • POWAY • SAN DIEGO • SAN MARCOS • SANTEE • SOLANA BEACH • VISTA

FY 2018 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT ALLOCATION PROPOSAL									
JURISDICTION	FY2017 - ALLOCATION			FY2018 - PROPOSAL					
CITIES	LE - 25% of FY17 Allocation	Non-LE Allocation	TOTAL	Sworn LE Personnel Figures (2016)	LE - 25% of FY17 Allocation	Non-LE Population (2016)	Non-LE Allocation	TOTAL	% Change from FY2017 to FY2018
CARLSBAD	16,643	65,619	82,262	112	16,835	113,725	64,997	81,832	-0.52%
CHULA VISTA	32,681	147,286	179,967	222	33,369	267,917	146,343	179,712	-0.14%
CORONADO	6,203	18,543	24,746	44	6,614	24,543	17,948	24,562	-0.74%
DEL MAR	-	7,294	7,294	-	-	4,297	7,267	7,267	-0.37%
EL CAJON	18,459	59,933	78,392	122	18,338	102,803	59,235	77,573	-1.04%
ENCINITAS	-	38,242	38,242	-	-	62,288	37,861	37,861	-1.00%
ESCONDIDO	23,149	85,926	109,075	156	23,448	151,492	84,921	108,369	-0.65%
ESCONDIDO RINCON DEL DIABLO	-	8,259	8,259	-	-	15,442	8,147	8,147	-1.36%
IMPERIAL BEACH	-	19,726	19,726	-	-	27,510	19,513	19,513	-1.08%
LA MESA	10,288	37,197	47,485	68	10,221	60,286	36,804	47,025	-0.97%
LEMON GROVE	-	19,284	19,284	-	-	26,795	19,136	19,136	-0.77%
NATIONAL CITY	13,012	37,619	50,631	86	12,927	61,210	37,292	50,219	-0.81%
NATIONAL CITY - LINCOLN ACRES	-	841	841	-	-	1,571	829	829	-1.43%
OCEANSIDE	31,471	99,446	130,917	219	32,918	176,461	98,093	131,011	0.07%
POWAY	-	31,894	31,894	-	-	50,253	31,511	31,511	-1.20%
SAN DIEGO	281,572	-	281,572	1,861	279,729	-	-	279,729	-0.65%
SAN MARCOS	-	55,079	55,079	-	-	94,042	54,613	54,613	-0.85%
SAN MARCOS FPD	-	7,767	7,767	-	-	14,521	7,661	7,661	-1.36%
SANTEE	-	35,466	35,466	-	-	57,100	35,124	35,124	-0.96%
SOLANA BEACH	-	12,243	12,243	-	-	13,527	12,136	12,136	-0.87%
VISTA	-	58,086	58,086	-	-	101,797	58,704	58,704	1.06%
VISTA FPD	-	11,713	11,713	-	-	21,898	11,552	11,552	-1.37%
TOTAL CITIES	433,478	857,463	1,290,941	2,890	434,399	1,449,478	849,687	1,284,086	-0.53%
FIRE DISTRICTS/OTHER									
ALPINE FPD	-	13,176	13,176	-	-	15,658	13,261	13,261	0.65%
DEER SPRINGS FPD	-	11,607	11,607	-	-	12,737	11,720	11,720	0.97%
JULIAN-CUYAMACA FPD	-	7,236	7,236	-	-	4,081	7,153	7,153	-1.15%
LAKESIDE FPD	-	38,382	38,382	-	-	62,684	38,069	38,069	-0.82%
NORTH COUNTY FPD	-	32,520	32,520	-	-	51,397	32,115	32,115	-1.25%
PORT OF SAN DIEGO	18,459	-	18,459	133	19,991	-	-	19,991	8.30%
RANCHO SANTA FE FPD	-	22,377	22,377	-	-	34,031	22,953	22,953	2.57%
SAN MIGUEL FPD	-	71,826	71,826	-	-	125,300	71,103	71,103	-1.01%
VALLEY CENTER FPD	-	13,988	13,988	-	-	16,628	13,772	13,772	-1.54%
TOTAL FIRE DISTRICTS/OTHER	18,459	211,112	229,571	133	19,991	322,516	210,146	230,137	0.25%
2-1-1 SAN DIEGO CONTRACT		70,000	70,000				70,000	70,000	0.00%
COUNTY DEPTS									
UDC SHARE		102,357	102,357	-	-	-	102,357	102,357	0.00%
M&A (5%)		169,430	169,430	-	-	-	169,430	169,430	0.00%
HHS-A-EMS		80,000	80,000				80,000	80,000	0.00%
OES, HHS-A-EMS		1,056,405	1,056,405				1,059,833	1,059,833	0.32%
SHERIFF	389,903	-	389,903	2,613	392,764	-	-	392,764	0.73%
TOTAL COUNTY DEPTS	389,903	1,408,192	1,798,095	2,613	392,764	-	1,411,620	1,804,384	0.35%
TOTAL ALLOCATIONS	841,840	2,546,767	3,388,607	5,636	847,154	1,771,994	2,541,453	3,388,607	0.00%

Notes:

*Personnel Cap: Each jurisdiction's allocation has a personnel cap of 50%.

*San Diego Sheriff includes: Unincorporated San Diego County and the contracted cities of Del Mar, Encinitas, Imperial Beach, Lemon Grove, Poway, San Marcos, Santee, Solana Beach and Vista.



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: August 28, 2019
ORIGINATING DEPT: Community Development Department
SUBJECT: **Public Hearing: Request for DRP, SDP, and VAR to Demolish Existing Structure and Construct a Two-Story Mixed-Use Development Over a Carport, and Perform Associated Site Improvements at 652 Stevens Avenue. (Case # 17-17-34 Applicant: 652 Stevens LLC; APN: 298-131-25; Resolution No. 2019-116)**

BACKGROUND:

The Applicant, 652 Stevens LLC, is requesting City Council approval of a Development Review Permit (DRP), Structure Development Permit (SDP), and Variance (VAR) to demolish an existing structure and construct a mixed-use development consisting of a two-story commercial dentist office and one (1) residential unit located over an on-grade off-street parking carport at 652 Stevens Avenue. The 10,134 square-foot vacant lot is located within the General Commercial (C) Zone.

The project proposes grading in the amounts of 210 cubic yards of cut, 220 cubic yards of fill, and 10 cubic yards of import. The maximum building height would be 34.65 feet above the pre-existing grade and 69.67 feet above Mean Sea Level (MSL). The project requires a DRP for an aggregate grading quantity in excess of 100 cubic yards and new commercial development or construction resulting in an increase of more than 500 feet of gross floor area or to the overall building envelope. The project requires a SDP because the proposed development exceeds 16 feet in height above the existing grade. The Applicant is requesting a VAR for relief from the Off-Street Parking Design Manual (OSPDM) with respect to required landscape area dimensions and required backup area adjacent to parking spaces

The issue before the Council is whether to approve, approve with conditions, or deny the Applicant's request as contained in Resolution 2019-116 (Attachment 1).

CITY COUNCIL ACTION:

DISCUSSION:

The property is located on the east side of Stevens Avenue, north of La Colonia Park and south of Genevieve Street. Staff's understanding is that current use on site is a single-family dwelling unit, which is nonconforming because the C Zone specifies that residential is only allowable as a secondary use to commercial. It should be noted that the existing structure was once used as a retail produce market prior to the current residential use. Surrounding properties to the north, south, and east are also located in the C Zone, while properties to the west are located in the Low-Medium Residential (LMR) Zone. The LMR zoned properties to the west take access off Sonrisa Street and are separated from Stevens Avenue by fairly steep and densely vegetated slopes. Immediately adjacent properties to the north and south are also currently occupied with nonconforming residential structures, while properties to the east (on Valley Avenue) are a mix of residential and commercial uses.

The rectangular lot is approximately 46 feet wide and 220 feet deep. It should be noted that the minimum street frontage and lot width required for properties in the C Zone is 60 feet. However, the lot was legally created by a deed prior to the City's incorporation, therefore, it is deemed to meet the minimum lot dimensions, pursuant to Solana Beach Municipal Code (SBMC) 17.04.060. The existing structure and off-street parking area are located on a relatively flat building pad at the west or front portion of the lot fronting Stevens Avenue. The topography east of the existing structure slopes down toward the eastern property line. The overall change in topography is approximately 15 feet.

The Applicant proposes to construct the development to follow the existing topography. The rectangular shaped, two-story mixed-use building would be located along the northern property line. The structure would appear to be a two-story structure from Stevens Avenue. From the eastern property line, the structure would appear to be a two-story structure built above a crawl space at the west end of the structure transitioning to a seven-stall carport at the east end of the structure. The western most 36 linear feet of the dental office would be above the mechanical crawlspace and the remaining 80 linear feet of the dental office and the main level of the proposed residential unit would be located above the at-grade carport. The dental office would have two entrances, one accessing the street and one accessing the carport below within an open-air staircase. The 2,629 square-foot residential unit would have 818 square feet located east of the dental office on the main level and 1,811 square feet on the upper level of the structure, which would extend above the dental office. The upper level would include both an interior and exterior roof deck areas. The residential unit would be accessed by an exterior staircase on the eastern side of the structure.

A pedestrian walkway from Stevens Avenue would be located along the northern property line and access the main entry to the dental office. Driveway access from Stevens Avenue would be constructed along the southern property line. Bicycle storage would be located adjacent to the Stevens Avenue right-of-way with trash enclosures located under the carport. Five (5) uncovered off-street parking spaces would be located on a flat pad along the northern side of the lot between Stevens Avenue and the proposed structure. The driveway would continue along the southern side of the property and provide access to

seven (7) additional off-street parking spaces located in a carport under the structure. One (1) additional uncovered parking space would be located east of the proposed structure and accessed by the same driveway. The project plans are provided in Attachment 2. Below is a rendering of the proposed project provided by the Applicant.

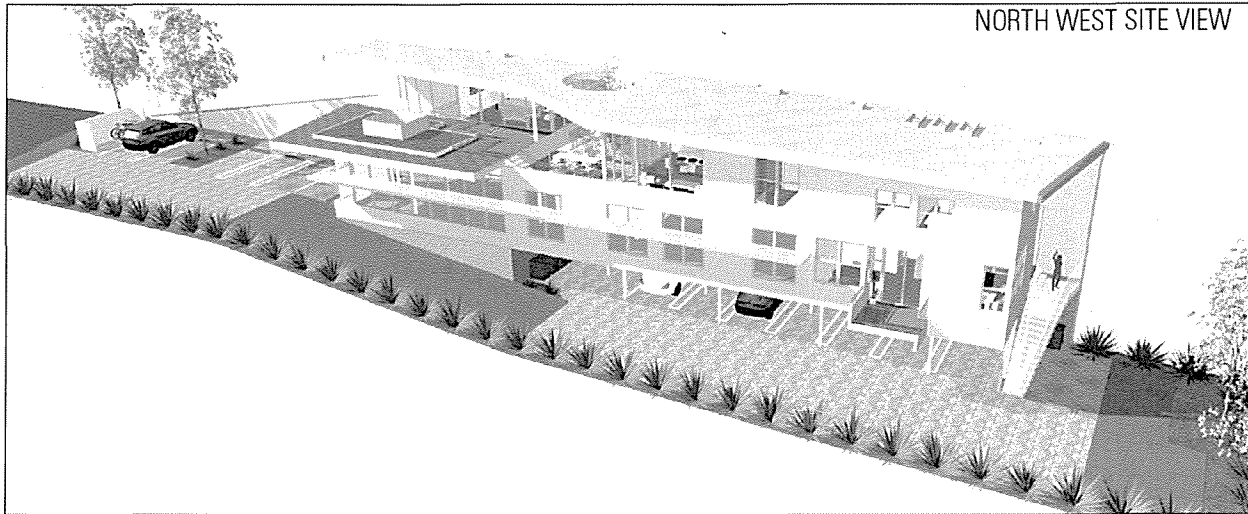


Table 1 provides a comparison of the SBMC applicable zoning regulations with the Applicant's proposed design.

Table 1			
PROPOSED PROJECT INFORMATION			
Property Address:	652 Stevens Ave	Zoning Designation:	C
Lot Size (Net):	10,134 ft ²	# of Units Allowed:	4 Dwelling Unit
Max. Allowable Floor Area:	(1.2 %) 12,161 ft ²	# of Units Requested:	1 Dwelling Unit
Proposed Floor Area:	(0.51%) 5,136 ft ²		
Below Max. Floor Area by:	7,025 ft ²		
Max. Allowable Height:	35 ft.	Setbacks:	Required Proposed
Max. Proposed Height:	*34.65 ft.	Front (W)	0 ft. 65 ft.
Highest Point/Ridge:	69.67 MSL	Interior Side (N)	0 ft. 0 ft.
*Height Above Existing Grade		Interior Side (S)	0 ft. 18 ft.
		Rear (E)	0 ft. 29 ft.
Floor Area Breakdown:		Required Permits:	
Dental Office – Ground Floor	2,142 ft ²	DRP:	A DRP is required for grading in excess of 100 cubic yards (aggregate) and an increase in floor area by more than 500 ft ² or more in the C Zone.
Dental Office – Exterior Covered	190 ft ²	SDP:	A SDP is required for a new structure that exceeds 16 feet in height from the existing grade.
Dental Office – Area Over 15'	175 ft ²	VAR:	A VAR is required for relief from multiple parking regulations set forth in the OSPDM.
Residential Unit – Ground Floor	682 ft ²		
Residential Unit – Upper Floor	1,811 ft ²		
Residential Unit – Exterior Covered	136 ft ²		
Total Floor Area:	5,136 ft²		
Proposed Grading:	Cut: 210 yd ³ Fill: 220 yd ³	Import:	10 yd ³
Required Parking:	13 parking spaces	Existing Development:	Single-Family Residence (formerly produce market)
Proposed Parking:	13 parking spaces**		
Proposed Fences and Walls:	Yes		
Proposed Accessory Structure:	No		**Variance request for relief from OSPDM regulations

Staff has prepared draft findings for approval of the project in the attached Resolution 2019-116 for Council's consideration based upon the information in this report. The applicable SBMC sections are provided in italicized text and conditions from the Community Development, Engineering, and Fire Departments are incorporated in the Resolution of Approval. The Council may direct Staff to modify the Resolution to reflect the findings and conditions it deems appropriate as a result of the public hearing process. If the Council determines the project is to be denied, Staff will prepare a Resolution of Denial for adoption at a subsequent Council meeting.

The following is a discussion of the findings for a DRP, SDP, and VAR as each applies to the proposed project as well as references to recommended conditions of approval contained in Resolution 2019-116.

Development Review Permit Compliance (SBMC Section 17.68.40):

A DRP is required for the following reasons: 1) the proposal includes an aggregate grading quantity that exceeds 100 cubic yards of grading; and 2) the proposal consists of a new commercial development or construction resulting in an increase of more than 500 feet of gross floor area or to the overall building envelope.

In addition to meeting zoning requirements, the project must also be found in compliance with development review criteria. The following is a list of the development review criteria topics:

1. Relationship with Adjacent Land Uses
2. Building and Structure Placement
3. Landscaping
4. Roads, Pedestrian Walkways, Parking, and Storage Areas
5. Grading
6. Lighting
7. Usable Open Space

The Council may approve, or conditionally approve, a DRP only if all of the findings listed below can be made. Resolution 2019-116 provides the full discussion of the findings.

1. The proposed development is consistent with the general plan and all applicable requirements of the zoning ordinance including special regulations, overlay zones, and specific plans.
2. The proposed development complies with the development review criteria.
3. All required permits and approvals issued by the city, including variances, conditional use permits, comprehensive sign plans, and coastal development permits have been obtained prior to or concurrently with the development review permit.
4. If the development project also requires a permit or approval to be issued by a state or federal agency, the city council may conditionally approve the

development review permit upon the Applicant obtaining the required permit or approval from the other agency.

If the above findings cannot be made, the Council shall deny the DRP. The following is a discussion of the applicable development review criteria as they relate to the proposed project.

Relationship with Adjacent Land Uses:

The proposed mixed-use development includes: one (1) dental office on the main (ground) floor; and one (1) residential dwelling unit on the rear portion of the main floor and on the second floor. The proposal is consistent with permitted uses for the C Zone, as described in SBMC Sections 17.24.010, 17.24.020 and 17.24.030, which allows for a maximum of 20 dwelling units per net acre located on the upper floors, basement, and rear 50 percent of the ground floor.

Surrounding properties to the north, south, and east are also located in the C Zone and are developed with a mix of residential, commercial, and mixed-use development. Properties to the west are located in the LMR Zone and developed with single-family residences that are separated from Stevens Avenue and the proposed development by steep vegetated slopes.

It could be found that no adverse effects upon neighboring properties would occur from the project implementation. As conditioned, the proposed project gives consideration to the protection of surrounding areas from potential adverse effects and provides protection of the property from adverse surrounding influences such as negative impacts of light, air and noise.

The proposed development is also consistent with the objectives of the General Plan, which designates the property as General Commercial and allows residential uses as a secondary use in conjunction with permitted commercial uses. The project could be found to be consistent with the following General Plan policies in the Land Use (LU) Element for mixed-use land uses:

Policy LU-1.6 Encourage the establishment of mixed-uses that provide for housing and jobs near transit routes, shopping areas, and recreational uses to promote public transit use, walking, and biking.

Policy LU-1.8 Within mixed-use areas, encourage an overall high-quality streetscape design, where feasible and appropriate, that includes bike lanes; on-street parking; minimal curb cuts; enhanced crosswalks; appropriate sidewalk widths; parkways; street trees, planters, and wells; street lighting; street furniture; wayfinding; kiosks; enhanced paving; public art; and other features that contribute to the character of Solana Beach.

Policy LU-6.6 Promote infill development, redevelopment, rehabilitation, and reuse efforts that protect and contribute positively to existing neighborhoods and surrounding areas.

The project could be found to be consistent with the following General Plan goals and program in the City's Housing Element:

Goal 1: The adequate provision of a range of safe and decent housing opportunities that will meet Solana Beach's share of the existing and future housing needs of the region.

Goal 6: Increased energy conservation and waste reduction in new and existing residential and mixed-use development.

Program 1: Encourage mixed-use development.

The property is not located within any of the City's Specific Plan or Overlay Zone areas; however, it is located within the Coastal Zone. As a condition of project approval, the Applicant would be required to obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of Building or Grading Permits.

Building and Structure Placement:

The Applicant proposes to construct a two-story mixed-use development built partially over an on-grade carport and partially over mechanical crawl space. The 2,142 square-foot dental office would be accessed from Stevens Avenue on the main (ground) floor and include an additional 190 square feet of exterior covered areas and 175 square feet of interior area with a ceiling height in excess of 15 feet. Both areas would count toward the total floor area. The 2,629 square-foot residential dwelling unit would be located above the carport parking in the rear (east) end of the structure and on the upper level.

The proposed building and parking spaces would be located on the northern side of the lot while the driveway would be located on the southern side of the lot. The required setbacks for a commercial zoned property not abutting residentially zoned properties, such as the subject site, are 0 feet at the front, side, and rear property lines. The proposed structure would be set back approximately 65 feet from the front (west) property line, 29 feet from the rear (east) property line, 18 feet from the southern interior side property line, and 0 feet from the northern interior side property line.

The maximum allowable building height in the C Zone is 35 feet measured from the lower of the pre-existing or proposed grade. The maximum height of the proposed structure would be 34.65 feet above the pre-existing grade and the highest portion of the building would be at 69.67 feet above MSL.

The maximum allowable Floor Area Ratio (FAR) in the C Zone is 1.2 square feet of floor area per 1 square foot of gross lot area or 120 percent. The total proposed floor area is 5,138 square feet or a FAR of 0.51.

Fences, Walls and Retaining Walls:

According to SBMC 17.60.070, fences, walls or any combination thereof located on a property within the C Zone cannot exceed 42 inches when located within the required front and street side yards. An additional 24 inches may be permitted provided that the additional 24 inches is 80 percent open to light and air. Fences, walls or any combination thereof located within the required rear or interior side yard setback shall be no higher than six feet. Fences, walls or any combination thereof located within the buildable yard area can be no higher than the maximum building height applicable to the principal structure.

The Applicant is proposing to construct a low retaining wall that would extend along the eastern portion of the southern property line, the entire rear or eastern property line, and the eastern portion of the northern property line. The retaining wall would range from 0 to 2.1 feet in height. The existing fences on the adjacent properties to the south and east would be maintained. The structure would be located along the northern property line and the northern wall of the structure would extend from the west elevation of the structure to the front (west) property line, acting as a perimeter wall that would range in height from 0 feet at the west/front property line and extending diagonally to 12 feet in height at the building façade.

Currently, the plans show fences and walls that comply with the requirements of SBMC 17.20.040(O) and 17.60.070(C). If the Applicant decides to modify any of the proposed fences and walls or construct additional fences and walls on the project site, a condition of project approval indicates that they would be required to be in compliance with the Municipal Code.

Landscape:

The project is subject to the current water efficient landscaping regulations of SBMC Chapter 17.56. A Landscape Documentation Package is required for new development projects with an aggregate landscape equal to or greater than 500 square feet requiring a building permit, plan check or development review. The Applicant provided a conceptual landscape plan (included in Attachment 2) that has been reviewed by the City's third-party landscape architect, who has recommended approval, subject to the Council's consideration and approval of a VAR, as discussed later in this report.

The conceptual landscape plan demonstrate partial compliance with the landscape requirements of the Off-Street Parking Design Manual (OSPDM). The OSPDM indicates that a minimum of 10 percent of the Vehicular Use Area (VUA) shall be landscaped. The proposed VUA area is 4,990 square feet, therefore 499 square feet of the VUA area shall be landscaped. The proposed design includes 396 square feet of landscape area that would comply with all requirements of the OSPDM and 592 square feet of landscape area

that would not comply. The OSPDM requires minimum five-foot wide landscape planters to screen the proposed parking area from the public right-of-way, minimum three-foot wide landscape planters along the sides and rear of the property, and shade trees such that each parking stall is no more than 30 feet from the center of each tree. The project would not comply with the perimeter landscape planter widths in various portions of the lot including the planter in the front and along the southern and northern property lines, however, the Applicant has requested a VAR for relief from these landscape regulations, which will be discussed further later in this report.

The Applicant will be required to submit detailed construction landscape drawings that will be reviewed by the City's third-party landscape architect for conformance with the conceptual plan. In addition, the City's third-party landscape architect will perform an inspection prior to completion of the construction phase of the project. A separate condition has been added to require that native or drought-tolerant and non-invasive plant materials and water-conserving irrigation systems are required to be incorporated into the landscaping to the extent feasible.

Parking:

SBMC Section 17.52 and the OSPDM require one (1) off-street parking space per 200 square feet of gross floor area for the first 2,000 square feet of a dental office and an additional space per 175 square feet. The 2,142 square-foot commercial dental office would require 10.81 stalls, which would be rounded to 11. Residential dwelling units in a mixed-use development are required to provide 1.5 parking spaces per unit and 2 parking spaces for units with two or more bedrooms. The proposed residential dwelling unit would have three bedrooms; therefore, two parking spaces are required. In total, the mixed-use development would require 13 off-street parking spaces. As proposed, the five uncovered parking spaces fronting Stevens Avenue would not comply with the OSPDM with respect to backup distance. The OSPDM requires a 22-foot free and clear backup area behind 90-degree parking spaces. While the project is designed with a 21-foot backup area, the Applicant is requesting consideration to allow 1 foot of backing distance to overhang a proposed 1'-8 1/2" wide landscape planter along the southern property line. The Applicant has requested a VAR for relief from this parking standard. The 8 remaining proposed parking spaces onsite would comply with the OSPDM.

Grading:

The project proposes grading in the amounts of 210 cubic yards of cut, 220 cubic yards of fill, and 10 cubic yards of import. The project would generally follow the existing topography. Grading is proposed to provide a new level parking area in the front of the lot and a sloped driveway to the additional parking the rear portion of the lot. Grading is also proposed to provide for a stormwater detention basin in the rear (east) end of the lot.

Lighting:

Conditions of project approval include that all new exterior lighting fixtures comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060) and the

OSPDM. All light fixtures shall be shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area. Adequate lighting shall be provided in all parking areas used by the public for safe pedestrian and vehicular movement. A minimum lighting level of 0.2 foot-candles is required for all parking areas. All lights provided to illuminate any loading space or parking area shall be designed, adjusted and shielded to avoid casting light toward public roads and adjoin residential properties.

Usable Open Space:

The project consists of a mixed-use development in the C Zone, therefore usable open space is not required. The Applicant will be required to pay the City's Park Impact Fee.

Structure Development Permit Compliance (SBMC Chapter 17.63):

The proposed structure exceeds 16 feet in height above the existing grade, therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicant was required to complete the SDP process. The Applicant had story poles erected onsite. A final Story Pole Height Certification was issued by a licensed land surveyor on June 18, 2019, which showed a maximum building height of 34.65 feet above the pre-existing grade (SP #23) and the highest story pole or elevation of the structure (SP #15) certified at 69.67 MSL. Notices to apply for View Assessment were mailed to property owners and occupants within 300 feet of the project site which established a deadline to file for View Assessment on July 22, 2019. No applications for View Assessment were received by the City, therefore, if the Council is able to make the required findings to approve the DRP, the SDP would be approved administratively.

As a condition of approval, a height certificate prepared by a licensed land surveyor will be required prior to the framing inspection certifying that the maximum height of the proposed addition will not exceed 34.65 feet above the pre-existing grade or 69.67 feet above MSL, which is the maximum proposed structure height reflected on the project plans.

Variance (SBMC Chapter 17.68.020):

As previously stated, the Applicant is requesting Council approval of a VAR for relief from the OSPDM with respect to required landscape area dimensions and required backup area adjacent to parking spaces. When more than one minor exception from the parking regulations is requested, a project is subject to a VAR versus a Minor Exception. According to SBMC 17.68.020(B)(3), a VAR may be approved in conjunction with a DRP, provided the following required findings can be made:

1. That strict or literal interpretation and enforcement of the specified regulation would result in practical difficulty or unnecessary physical hardship inconsistent with the objectives of the general plan and intent of this title.

2. That there are exceptional or extraordinary circumstances or conditions applicable to the property involved, or to the intended use of the property, that do not apply generally to other properties in the same zone.
3. That strict or literal interpretation and enforcement of the specified regulation would deprive the applicant of privileges enjoyed by the owners of other properties in the same zone.
4. That the granting of the variance will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity.

The Applicant is requesting a VAR from the parking design standards for the minimum backup distance for required parking and the minimum width of the parking lot planters. The five (5) uncovered parking spaces located in the front (west) end of the lot that, as designed in a 90 degree angle from the driveway, would not have the adequate 22-foot backup area as required by the OSPDM. The required 5-foot planter between the parking spaces and the public right-of-way is designed to be approximately 1 to 2 feet wide, and the required 3-foot wide planter along the southern and northern property lines is designed to range from approximately 1 to 2 feet wide.

As previously stated, the existing legal lot has a substandard width of approximately 46 feet. In this configuration, the lot would need to be at least 48 feet wide to accommodate the 4-foot pedestrian access from the sidewalk to the commercial development, the 18-foot deep parking space, the 22-foot backup area, and the 3-foot wide planter required for this configuration of required uncovered off-street parking spaces. Unless completely covered, parking spaces in this configuration could not comply. It should be noted that the 13th parking space, which is uncovered and located on the east side of the residential dwelling unit, would comply with the OSDPM because this portion of the lot would not need to provide a pedestrian walkway for access to the commercial development. The Applicant's justification for the VAR is included in Attachment 3.

If the above findings can be made by Council, Staff shall incorporate the findings into the draft Resolution included in Attachment 1. If the above findings cannot be made, the Council shall deny the VAR.

In conclusion, the proposed project, as conditioned, could be found to be consistent with the Zoning regulations and the General Plan. Staff has prepared draft findings for approval of the project in the attached Resolution 2019-116 for Council's consideration based upon the information in this report. The applicable SBMC sections are provided in italicized text and conditions from the Community Development, Engineering, and Fire Departments are incorporated in the Resolution of Approval. Additionally, as a condition of project approval, the Applicant would be required to obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of Building or Grading Permits. The Council may direct Staff to modify the Resolution to reflect the findings and conditions it deems appropriate as a result of the

public hearing process. If the Council determines the project is to be denied, Staff will prepare a Resolution of Denial for adoption at a subsequent Council meeting.

Public Hearing Notice:

Notice of the City Council Public Hearing for the project was published in the Union Tribune more than 10 days prior to the public hearing. The same public notice was mailed to property owners and occupants within 300 feet of the proposed project site on August 15, 2019. Staff has received one letter in support of the project and inquiries about the proposed development. Correspondence received by Staff is included in Attachment 4.

CEQA COMPLIANCE STATEMENT:

The proposed project has been reviewed for consistency with the General Plan and all applicable zoning regulations. The development is within the City limits and on a project site that is surrounded by urban uses, has all required public utilities and is less than one acre in size. No threatened habitat or species have been identified on the site. No significant impacts to traffic, noise, air quality or water have been identified.

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

FISCAL IMPACT: N/A

WORK PLAN: N/A

OPTIONS:

- Approve Staff recommendation adopting the attached Resolution 2019-116.
- Approve Staff recommendation subject to additional specific conditions necessary for the City Council to make all required findings for the approval of a DRP, SDP, and VAR.
- Deny the project if all required findings for the DRP and/or VAR cannot be made.

DEPARTMENT RECOMMENDATION:


The proposed project meets the minimum zoning requirements under the SBMC, may be found to be consistent with the General Plan and may be found, as conditioned, to meet the discretionary findings required as discussed in this report to approve a DRP and VAR and administratively issue a SDP. Therefore, Staff recommends that the City Council:

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.
2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15332 of the State CEQA Guidelines; and

3. If the City Council makes the requisite findings and approves the project, adopt Resolution 2019-116 conditionally approving a DRP, SDP, and VAR to demolish an existing structure and construct a mixed-use development consisting of a two-story commercial dentist office and one (1) residential unit located over an on-grade off-street parking carport at 652 Stevens Avenue, Solana Beach.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2019-116
2. Project Plans
3. Request for Variance
4. Correspondence

RESOLUTION 2019-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A DEVELOPMENT REVIEW PERMIT, ADMINISTRATIVE STRUCTURE DEVELOPMENT PERMIT, AND VARIANCE FOR THE CONSTRUCTION OF A MIXED-USE DEVELOPMENT ON A PROPERTY LOCATED AT 652 STEVENS AVENUE, SOLANA BEACH

APPLICANT: 652 STEVENS LLC
CASE NO.: 17-17-34 DRP/SDP/VAR

WHEREAS, 652 Stevens LCC, (hereinafter referred to as the “Applicant”), has submitted an application for a Development Review Permit (DRP), Structure Development Permit (SDP), and Variance (VAR) pursuant to Title 17 (Zoning) of the Solana Beach Municipal Code (SBMC); and

WHEREAS, the public hearing was conducted pursuant to the provisions of Solana Beach Municipal Code Section 17.72.030; and

WHEREAS, at the public hearing on August 28, 2019, the City Council received and considered evidence concerning the proposed application; and

WHEREAS, the public hearing was conducted pursuant to the provisions of Solana Beach Municipal Code Section 17.72.030; and

WHEREAS, the City Council of the City of Solana Beach found the application request exempt from the California Environmental Quality Act pursuant to Section 15332 of the State CEQA Guidelines; and

WHEREAS, this decision is based upon the evidence presented at the hearing, and any information the City Council gathered by viewing the site and the area as disclosed at the hearing.

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

- I. That the foregoing recitations are true and correct.
- II. That the request for a DRP, an administrative SDP, and a VAR to demolish an existing structure and construct a mixed-use development consisting of a two-story commercial dentist office and one (1) residential unit located over an on-grade off-street parking carport at 652 Stevens Avenue, is conditionally approved based upon the following Findings and subject to the following Conditions:

III. FINDINGS

- A. In accordance with Section 17.68.040 (Development Review Permit) of the

City of Solana Beach Municipal Code, the City Council finds the following:

- I. *The proposed project is consistent with the General Plan and all applicable requirements of SBMC Title 17 (Zoning Ordinance), including special regulations, overlay zones and specific plans.*

General Plan Consistency: The proposed mixed-use development consisting of one commercial dental office and one residential dwelling unit, as conditioned, is consistent with the City's General Plan designation of General Commercial (C), which allows residential use as a secondary use in conjunction with permitted commercial uses at a maximum density of 20 dwelling units per acre. The project could be found to be consistent with the following General Plan policies in the Land Use (LU) Element for mixed-use land uses:

Policy LU-1.6 Encourage the establishment of mixed-uses that provide for housing and jobs near transit routes, shopping areas, and recreational uses to promote public transit use, walking, and biking.

Policy LU-1.8 Within mixed-use areas, encourage an overall high-quality streetscape design, where feasible and appropriate, that includes bike lanes; on-street parking; minimal curb cuts; enhanced crosswalks; appropriate sidewalk widths; parkways; street trees, planters, and wells; street lighting; street furniture; wayfinding; kiosks; enhanced paving; public art; and other features that contribute to the character of Solana Beach.

Policy LU-6.6 Promote infill development, redevelopment, rehabilitation, and reuse efforts that protect and contribute positively to existing neighborhoods and surrounding areas.

The project could be found to be consistent with the following General Plan goals and program in the City's Housing Element:

Goal 1: The adequate provision of a range of safe and decent housing opportunities that will meet Solana Beach's share of the existing and future housing needs of the region.

Goal 6: Increased energy conservation and waste reduction in new and existing residential and mixed-use development.

Program 1: Encourage mixed-use development.

Zoning Ordinance Consistency: The proposed project is consistent with all applicable requirements of the Zoning Ordinance (Title 17) SBMC 17.24.030, which delineates maximum FAR and SBMC 17.24.020, which provides for uses of the property as a mixed-use development. Further, the

proposed project adheres to all property development regulations established for the C Zone and cited in SBMC Section 17.24.030.

The project is consistent with the provisions for minimum yard dimensions (i.e., setbacks) and the maximum allowable Floor Area (FAR), maximum building height, and parking requirements.

II. *The proposed development complies with the following development review criteria set forth in Solana Beach Municipal Code Section 17.68.040.F:*

- a. *Relationship with Adjacent Land Uses: The development shall be designed in a manner compatible with and where feasible, complimentary to existing and potential development in the immediate vicinity of the project site. Site planning on the perimeter of the development shall give consideration to the protection of surrounding areas from potential adverse effects, as well as protection of the property from adverse surrounding influences.*

The mixed-use development includes: one (1) dental office on the main (ground) floor; and one (1) residential dwelling unit on the rear portion of the main floor and on the second floor. The proposal is consistent with permitted uses for the C Zone, as described in SBMC Sections 17.24.010, 17.24.020 and 17.24.030, which allows for a maximum of 20 dwelling units per net acre located on the upper floors, basement, and rear 50 percent of the ground floor. The development is also consistent with the objectives of the General Plan, which designates the property as General Commercial and allows residential uses as a secondary use in conjunction with permitted commercial uses.

Surrounding properties to the north, south, and east are also located in the C Zone and are developed with a mix of residential, commercial, and mixed-use development. Properties to the west are located in the LMR Zone and developed with single-family residences that are separated from Stevens Avenue and the proposed development by steep vegetated slopes.

No adverse effects upon neighboring properties would occur from the project implementation. As conditioned, the proposed project gives consideration to the protection of surrounding areas from potential adverse effects and provides protection of the property from adverse surrounding influences such as negative impacts of light, air and noise.

The property is not located within any of the City's Specific Plan or Overlay Zone areas; however, it is located within the Coastal Zone. As a condition of project approval, the Applicant will be required to obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of Building or Grading Permits.

- b. *Building and Structure Placement: Buildings and structures shall be sited and designed in a manner which visually and functionally enhances their intended use.*

The Applicant proposes to construct a two-story mixed-use development built partially over an on-grade carport and partially over mechanical crawl space. The 2,142 square-foot dental office will be accessed from Stevens Avenue on the main (ground) floor and include an additional 190 square feet of exterior covered areas and 175 square feet of interior area with a ceiling height in excess of 15 feet. Both areas will count toward the total floor area. The 2,629 square-foot residential dwelling unit will be located above the carport parking in the rear (east) end of the structure and on the upper level.

The proposed building and parking spaces will be located on the northern side of the lot while the driveway would be located on the southern side of the lot. The required setbacks for a commercial zoned property not abutting residentially zoned properties, such as the subject site, are 0 feet at the front, side, and rear property lines. The proposed structure will be set back approximately 65 feet from the front (west) property line, 29 feet from the rear (east) property line, 18 feet from the southern interior side property line, and 0 feet from the northern interior side property line.

The maximum allowable building height in the C Zone is 35 feet measured from the lower of the pre-existing or proposed grade. The maximum height of the proposed structure will be 34.65 feet above the pre-existing grade and the highest portion of the building will be at 69.67 feet above MSL.

The maximum allowable Floor Area Ratio (FAR) in the C Zone is 1.2 square feet of floor area per 1 square foot of gross lot area or 120 percent. The total proposed floor area is 5,138 square feet for a FAR of 0.51.

- c. *Landscaping: The removal of significant native vegetation shall be minimized. Replacement vegetation and landscaping shall be compatible with the vegetation of the surrounding area. Trees*

and other large plantings shall not obstruct significant views when installed or at maturity.

The project is subject to the current water efficient landscaping regulations of SBMC Chapter 17.56. A Landscape Documentation Package is required for new development projects with an aggregate landscape equal to or greater than 500 square feet requiring a building permit, plan check or development review. The Applicant provided a conceptual landscape plan that has been reviewed by the City's third-party landscape architect, who has recommended approval, subject to the Council's consideration and approval of a VAR.

The conceptual landscape plan demonstrates partial compliance with the landscape requirements of the Off-Street Parking Design Manual (OSPDM). The OSPDM indicates that a minimum of 10 percent of the Vehicular Use Area (VUA) shall be landscaped. The proposed VUA area is 4,990 square feet, therefore 499 square feet of the VUA area shall be landscaped. The proposed design includes 396 square feet of landscape area that would comply with all requirements of the OSPDM and 592 square feet of landscape area that would not comply. The OSPDM requires minimum five-foot wide landscape planters to screen the proposed parking area from the public right-of-way, minimum three-foot wide landscape planters along the sides and rear of the property, and shade trees such that each parking stall is no more than 30 feet from the center of each tree. The project would not comply with the planter widths in various portions of the lot including the planter in the front and along the southern and northern property lines, however, the Applicant has requested a VAR for relief from these landscape regulations, which will be discussed further later in this resolution.

The Applicant will be required to submit detailed construction landscape drawings that will be reviewed by the City's third-party landscape architect for conformance with the conceptual plan. In addition, the City's third-party landscape architect will perform an inspection prior to the completion of the construction phase of the project. A separate condition has been added to require that native or drought-tolerant and non-invasive plant materials and water-conserving irrigation systems are required to be incorporated into the landscaping to the extent feasible.

- d. *Roads, Pedestrian Walkways, Parking and Storage Areas: Any development involving more than one building or structure shall provide common access roads and pedestrian walkways. Parking and outside storage areas, where permitted, shall be*

screened from view, to the extent feasible, by existing topography, by the placement of buildings and structures, or by landscaping and plantings.

A pedestrian walkway from Stevens Avenue would be located along the northern property line and access the main entry to the dental office. Driveway access from Stevens Avenue would be constructed along the southern property line. Bicycle storage would be located adjacent to the Stevens Avenue right-of-way and shared trash and recycling between the dental office and residence would be located under the carport.

SBMC Section 17.52 and the OSPDM require one (1) off-street parking space per 200 square feet of gross floor area for the first 2,000 square feet of a dental office and an additional space per 175 square feet. The 2,142 square-foot commercial dental office would require 10.81 stalls, which would be rounded to 11. Residential dwelling units in a mixed-use development are required to provide 1.5 parking spaces per unit and 2 parking spaces for units with two or more bedrooms. The proposed residential dwelling unit would have three bedrooms; therefore, two parking spaces are required. In total, the mixed-use development would require 13 off-street parking spaces. As proposed, the five uncovered parking spaces fronting Stevens Avenue would not comply with the OSPDM with respect to backup distance. The OSPDM requires a 22-foot free and clear backup area behind 90-degree parking spaces. While the project is designed with a 21-foot backup area, the Applicant is requesting consideration to allow 1 foot of backing distance to overhang a proposed 1'-8 1/2" wide landscape planter along the southern property line. The Applicant has requested a VAR for relief from this parking standard. The 8 remaining proposed parking spaces onsite would comply with the OSPDM.

- e. *Grading: To the extent feasible, natural topography and scenic features of the site shall be retained and incorporated into the proposed development. Any grading or earth-moving operations in connection with the proposed development shall be planned and executed so as to blend with the existing terrain both on and adjacent to the site. Existing exposed or disturbed slopes shall be landscaped with native or naturalized non-native vegetation and existing erosion problems shall be corrected.*

The project proposes grading in the amounts of 210 cubic yards of cut, 220 cubic yards of fill, and 10 cubic yards of import. The project would generally follow the existing topography. Grading is proposed to provide a new level parking area in the front of

the lot and a sloped driveway to the additional parking the rear portion of the lot. Grading is also proposed to provide for a stormwater detention basin in the rear (east) end of the lot.

- f. *Lighting: Light fixtures for walkways, parking areas, driveways, and other facilities shall be provided in sufficient number and at proper locations to assure safe and convenient nighttime use. All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding areas per SBMC 17.60.060 (Exterior Lighting Regulations).*

Conditions of project approval include that all new exterior lighting fixtures comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060) and the OSPDM. All light fixtures shall be shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area. Adequate lighting shall be provided in all parking areas used by the public for safe pedestrian and vehicular movement. A minimum lighting level of 0.2 foot-candles is required for all parking areas. All lights provided to illuminate any loading space or parking area shall be designed, adjusted and shielded to avoid casting light toward public roads and adjoin residential properties.

- g. *Usable Open Space: Recreational facilities proposed within required usable open space shall be located and designed to maintain essential open space values.*

The project consists of a mixed use development in the C Zone, therefore usable open space is not required. The Applicant will be required to pay the City's Park Development Impact Fee.

- III. *All required permits and approvals including variances, conditional use permits, comprehensive sign plans, and coastal development permits have been obtained prior to or concurrently with the development review permit.*

All required permits, including a Structure Development Permit, are being processed concurrently with the Development Review Permit and Variance.

- IV. *If the development project also requires a permit or approval to be issued by a state or federal agency, the city council may conditionally approve the development review permit upon the Applicant obtaining the required permit or approval from the other agency.*

The Applicant is required to obtain approval from the California Coastal Commission prior to issuance of Building or Grading Permits.

- B. In accordance with Section 17.63.040 (Structure Development Permit) of the Solana Beach Municipal Code, the City Council finds the following:

The proposed structure exceeds 16 feet in height above the existing grade, therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicant was required to complete the SDP process. The Applicant had story poles erected onsite. A final Story Pole Height Certification was issued by a licensed land surveyor on June 18, 2019, which showed a maximum building height of 34.65 feet above pre-existing grade and the highest story pole (SP #15) certified at 69.67 MSL. Notices to apply for View Assessment were mailed to property owners and occupants within 300 feet of the project site which established a deadline to file for View Assessment on July 22, 2019. No applications for View Assessment were received by the City, therefore, if the Council is able to make the required findings to approve the DRP, the SDP would be approved administratively.

As a condition of approval, a height certificate prepared by a licensed land surveyor will be required prior to the framing inspection certifying that the maximum height of the proposed addition will not exceed 34.65 feet above the pre-existing grade or 69.67 feet above MSL, which is the maximum proposed structure height reflected on the project plans.

- C. In accordance with Section 17.68.020 (Variance) of the Solana Beach Municipal Code, the City Council finds the following:

- I. That strict or literal interpretation and enforcement of the specified regulation would result in practical difficulty or unnecessary physical hardship inconsistent with the objectives of the general plan and intent of this title.*

(To be updated with Council Findings.)

- II. That there are exceptional or extraordinary circumstances or conditions applicable to the property involved, or to the intended use of the property, that do not apply generally to other properties in the same zone.*

(To be updated with Council Findings.)

- III. That strict or literal interpretation and enforcement of the specified regulation would deprive the applicant of privileges enjoyed by the owners of other properties in the same zone.*

(To be updated with Council Findings.)

- IV. *That the granting of the variance will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity.*

(To be updated with Council Findings.)

IV. CONDITIONS

Prior to use or development of the property in reliance on this permit, the Applicant shall provide for and adhere to the following conditions:

A. Community Development Department Conditions:

- I. The Applicant shall pay required Public Facilities, Fire Mitigation, Park Development and Public Use Facilities Impact Fees, as established by SBMC Chapter 17.72.020, Chapter 15.60, Chapter 15.65, Chapter 15.66, and Resolutions 1987-36 and 2018-147.
- II. The Applicant shall pay required art fees or incorporate public art as required in the Master Art Policy.
- III. Building Permit plans must be in substantial conformance with the architectural plans presented to the City Council on August 28, 2019, and located in the project file with a submittal date of August 21, 2019.
- IV. Prior to requesting a framing inspection, the Applicant shall submit a height certification, signed by a licensed land surveyor, certifying that the building envelope (which is represented by the story poles) is in conformance with the plans as approved by the City Council on August 28, 2019 and the certified story pole plot plan, and will not exceed 34.65 feet in height from the pre-existing grade or 69.67 feet above MSL.
- V. The design of all parking spaces, areas, layouts shall meet applicable requirements of the City's Off Street Parking Design Manual.
- VI. All building construction details including, but not limited to, electrical, mechanical, plumbing, energy conservation, foundation, framing and roofing plans, must be reviewed and approved through the City's formal Building Permit plan check process. Additional requirements may be imposed.
- VII. Any proposed onsite fences, walls and retaining walls or any combination thereof shall comply with applicable regulations of SBMC

Section 17.20.040 and 17.60.070 (Fences and Walls).

- VIII. The Applicant shall obtain required California Coastal Commission (CCC) approval of a Coastal Development Permit, Waiver or Exemption as determined necessary by the CCC, prior to the issuance of Grading or Building Permits.
- IX. The Applicant shall submit detailed construction landscape drawings that will be reviewed by the City's third-party landscape architect and shall be in substantial conformance with the conceptual plan presented to the City Council on August 28, 2019. In addition, the City's third-party landscape architect will perform a final inspection to verify substantial conformance onsite prior to completion of construction.
- X. Native or drought tolerant and non-invasive plant materials and water conserving irrigation systems shall be incorporated into any proposed landscaping and compatible with the surrounding area to the extent feasible.
- XI. Trees inside parking lots adjacent to stalls shall be high branching with a minimum of 6 feet to lowest branch as measured from grade. The species of trees selected may require larger than 24-inch box specimens to meet this requirement.
- XII. The parking lot landscape plan shall demonstrate the landscaping, when installed at maturity, will be positioned to avoid obstructing motorist's views of pedestrian crossing, driveways, roadways and other vehicular travel ways. If the landscaping will require maintenance to avoid obstructing motorist's views, the plan shall describe the maintenance and frequency of the proposed maintenance.
- XIII. All new exterior lighting fixtures shall be in conformance with the City-wide lighting regulations of the Zoning Ordinance (SBMC 17.60.060). All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.
- XIV. Adequate lighting shall be provided in all parking areas used by the public for safe pedestrian and vehicular movement. A minimum lighting level of 0.2 foot-candles is required for all parking areas. All lights provided to illuminate any loading space or parking area shall be designed, adjusted and shielded to avoid casting light toward public roads and adjoining residential properties.
- XV. Construction vehicles shall be parked on the subject property at all times when feasible. If construction activity prohibits parking on the

subject property, the Applicant shall ensure construction vehicles are parked in such a way to allow sufficient vehicular access on the street and minimize impact to the surrounding neighbors.

- XVI. The Applicant shall connect to temporary electrical service as soon as feasible to the satisfaction of the City.
- XVII. The Developer/Contractor shall conduct all grading operations in such a manner as to confine dust generated from the operation to the site of the grading. Per City of Solana Beach Municipal Code 15.40.090, Section I, special conditions intended to control dust palliative may be imposed as additional requirements on the grading permit. Such conditions may be imposed in the field if necessary.
- XVIII. The project shall comply with the City's Construction Noise provisions in Section 7.34.100 of the Solana Beach Municipal Code.

B. Fire Department Conditions:

- I. ACCESS ROAD MINIMUM DIMENSIONS: Fire apparatus access roads shall have an unobstructed improved width of not less than 20 feet; curb line to curb line, and an unobstructed vertical clearance of not less than 13 feet 6 inches. Exception: Single-Family residential driveways; serving no more than two single-family dwellings, shall have minimum of 16 feet, curb line to curb line, of unobstructed improved width. Access roads shall be designed and maintained to support the imposed loads of not less than 75,000 pounds and shall be provided with an approved paved surface to provide all-weather driving capabilities.
- II. GRADE: The gradient for a fire apparatus access roadway shall not exceed 20.0%. Grades exceeding 15.0% (incline or decline) shall not be permitted without mitigation. Minimal mitigation shall be a surface of Portland cement concrete, with a deep broom finish perpendicular to the entire direction of travel. Additional mitigation measures may be required where deemed appropriate. The angle of departure and angle of approach of a fire access roadway shall not exceed seven degrees (12 percent).
- III. RESPONSE MAPS: Any new development, which necessitates updating of emergency response maps by virtue of new structures, hydrants, roadways or similar features, shall be required to provide map updates in one of the following formats (AutoCad DWG, DXF, ESRI shapefile, ESRI personal geodatabase, or XML format) and shall be charged a reasonable fee for updating all response maps.

- IV. CONSTRUCTION MATERIALS: Prior to delivery of combustible building construction materials to the project site all of the following conditions shall be completed to the satisfaction of the Fire Department:
- a. All wet and dry utilities shall be installed and approved by the appropriate inspecting department or agency;
 - b. As a minimum the first lift of asphalt paving shall be in place to provide a permanent all weather surface for emergency vehicles; and
 - c. Water supply for fire protection (fire hydrants and standpipes) shall be installed, in service and accepted by the Fire Department and applicable water district.
- V. POSTING OR STRIPING ROADWAYS "NO PARKING FIRE LANE": Fire Department access roadways, when required, shall be properly identified as per Solana Beach Fire Department standards. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.
- VI. OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION: All roadways shall be a minimum of 20 feet in width during construction and maintained free and clear, including the parking of vehicles, in accordance with the California Fire Code and the Solana Beach Fire Department.
- VII. FIRE HYDRANTS AND FIRE FLOWS: The Applicant shall provide fire hydrants of a type, number, and location satisfactory to the Solana Beach Fire Department. A letter from the water agency serving the area shall be provided that states the required fire flow is available. Fire hydrants shall be of a bronze type. Multi-family residential or industrial fire hydrants shall have two (2) 4" inch and two (2) 2 ½" inch NST outlets. Residential fire hydrants shall have one (1) 4" inch NST outlet, and one (1) 2 ½" inch NST outlets.
- VIII. ADDRESS NUMBERS: STREET NUMBERS: Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: 4" high with a ½" inch stroke width for residential buildings, 8" high with a ½" stroke for commercial and multi-family residential buildings, 12" high with a 1"

stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear access doors, building corners, and entrances to commercial centers.

- IX. ADDRESS NUMBERS FOR STRUCTURES LOCATED OFF ROADWAY: Where structures are located off a roadway on long easements/driveways, a monument marker shall be placed at the entrance where the easement/driveway intersects the main roadway. Permanent address numbers with height conforming to Fire Department standards shall be affixed to this marker.
- X. AUTOMATIC FIRE SPRINKLER SYSTEM: Structures shall be protected by an automatic fire sprinkler system designed and installed to the satisfaction of the Fire Department.
- XI. CLASS "A" ROOF: All structures shall be provided with a Class "A" Roof covering to the satisfaction of the Solana Beach Fire Department.

C. Engineering Department Conditions:

- I. The Applicant shall dedicate sufficient right-of-way to achieve a consistent 10' distance from face of existing curb to Property Line as shown on the Preliminary Grading Plan prepared by San Dieguito Engineering, Inc.
- II. Obtain an Encroachment permit for any improvements located in the public right-of-way in accordance with Chapter 11.20 of the Solana Beach Municipal Code, prior to the start of construction.
- III. All construction demolition materials shall be recycled according to the City's Construction and Demolition recycling program and an approved Waste Management Plan shall be submitted.
- IV. Construction fencing shall be located on the subject property unless the Applicant has obtained an Encroachment Permit in accordance with chapter 11.20 of the Solana Beach Municipal Code which allows otherwise.

GRADING

- V. Obtain a Grading Permit in accordance with Chapter 15.40 of the Solana Beach Municipal Code. Conditions prior to the issuance of a Grading Permit shall include, but not be limited to, the following:
 - a. The Grading Plan shall be prepared by a Registered Civil Engineer and approved by the City Engineer. On-site grading design and construction shall be in accordance with Chapter 15.40 of the Solana Beach Municipal Code.

- b. A Soils Report shall be prepared by a Registered Soils Engineer and approved by the City Engineer. All necessary measures shall be taken and implemented to assure slope stability, erosion control and soil integrity. The Grading Plan shall incorporate all recommendations contained in the soils report.
- c. All recommendations of the Hydrology Report prepared by San Dieguito Engineering dated May 22, 2018 shall be incorporated into the Grading Plan and approved by the City Engineer.
- d. An easement shall be recorded for maintenance of the detention basins by the property owner(s) in perpetuity, prior to the occupancy of this project.
- e. All retaining walls and drainage structures shall be shown. Retaining walls shown on the Grading Plan shall conform to the San Diego Regional Standards or be designed by a licensed civil engineer. Engineering calculations for all designed walls with a surcharge and nonstandard walls shall be submitted at grading plan check. Retaining walls may not exceed the allowable height within the property line setback as determined by the City of Solana Beach Municipal Code. Contact the Community Development Department for further information.
- f. The Applicant is responsible to protect the adjacent properties during construction. If any grading or other types of construction are anticipated beyond the property lines, the Applicant shall obtain a written permission from the adjoining property owners for incidental grading or construction that may occur and submit the letter to the City Engineer prior to the anticipated work.
- g. Pay grading plan check fee in accordance with the current Engineering Fee Schedule at initial grading plan submittal. Inspection fees shall be paid prior to issuance of the Grading Permit.
- h. Obtain and submit grading security in a form prescribed by the City Engineer.
- i. Obtain haul permit for import / export of soil. The Applicant shall transport all excavated material to a legal disposal site.
- j. Submit certification from the Engineer of Record and the Soils Engineer that all public or private drainage facilities and finished grades are functioning and are installed in accordance with the approved plans. This shall be accomplished by the Engineer of

Record incorporating as-built conditions on the Mylar grading plans and obtaining signatures of the Engineer of Record and the Soils Engineer certifying the as-built conditions.

- k. An Erosion Prevention and Sediment Control Plan shall be prepared. Best management practices shall be developed and implemented to manage storm water and non-storm water discharges from the site at all times during excavation and grading activities. Erosion prevention shall be emphasized as the most important measure for keeping sediment on site during excavation and grading activities. Sediment controls shall be used as a supplement to erosion prevention for keeping sediment on site.
- l. Show all proposed on-site private drainage facilities intended to discharge water run-off. Elements of this design shall include a hydrologic and hydraulic analysis verifying the adequacy of the facilities and identify any easements or structures required to properly convey the drainage. The construction of drainage structures shall comply with the standards set forth by the San Diego Regional Standard Drawings.
- m. Post Construction Best Management Practices meeting City and RWQCB Order No. R9-2013-001 requirements shall be implemented in the drainage design.
- n. The Applicant shall prepare a City of Solana Beach Storm Water Checklist for Standard Projects to address potential water quality impacts to ensure that pollutants and runoff from this development are reduced to the maximum extent practicable.
- o. No increased cross lot drainage shall be allowed.

SEWER

- VI. The Applicant shall pay in full the one-time sewer capacity/connection fees of \$4500.00 per Equivalent Dwelling Unit (EDU) for 1.0 EDU. The EDU assignment is determined by SBMC 14.08.060.
- VII. The Applicant shall obtain an Engineering Permit for connection of the proposed sewer lateral to the existing main to the satisfaction of the City Engineer
- VIII. Pay in full the prorated portion of the current annual sewer charge for the remainder of the fiscal year.

- IX. The Applicant shall provide documentation requested by the City Engineering Department to determine the Equivalent Dwelling Unit (EDU) assignment.

IMPACT FEES

- X. The collection of Traffic Impact Fee (TIF) prior to Building Permit Issuance is required of this project. (\$15,714)
- XI. The collection of the Regional Transportation Congestion Improvement Program (RTCIP) Fee prior to Building Permit Issuance is required of this project. (\$3,623)

V. ENFORCEMENT

Pursuant to SBMC 17.72.120(B) failure to satisfy any and all of the above-mentioned conditions of approval is subject to the imposition of penalties as set forth in SBMC Chapters 1.1.6 and 1.18 in addition to any applicable revocation proceedings.

VI. EXPIRATION

The Development Review Permit and Structure Development Permit for the project will expire 24 months from the date of this Resolution, unless the Applicant has obtained building permits and has commenced construction prior to that date, and diligently pursued construction to completion. An extension of the application may be granted by the City Council according to SBMC 17.72.110.

VII. INDEMNIFICATION AGREEMENT

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement

unless such settlement is approved by the Applicant.

NOTICE TO APPLICANTS: Pursuant to Government Code Section 66020, you are hereby notified that the 90-day period to protest the imposition of the fees, dedications, reservations or other exactions described in this resolution commences on the effective date of this resolution. To protest the imposition of any fee, dedications, reservations or other exactions described in this resolution you must comply with the provisions of Government Code Section 66020. Generally the resolution is effective upon expiration of the tenth day following the date of adoption of this resolution, unless the resolution is appealed or called for review as provided in the Solana Beach Zoning Ordinance.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, held on the 28th day of August, 2019, by the following vote:

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

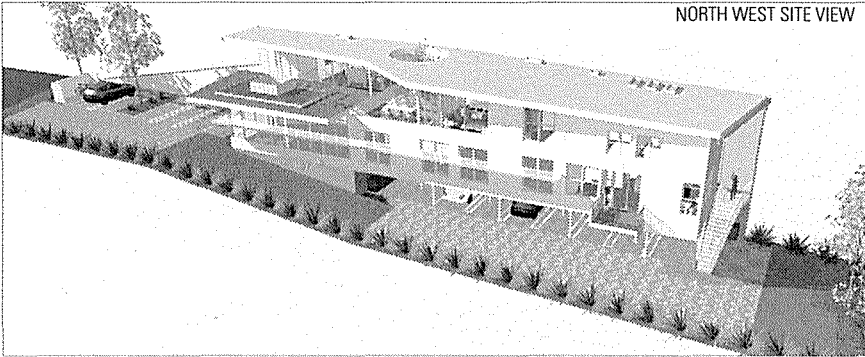
DAVID A. ZITO, MAYOR

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



NORTH WEST SITE VIEW

PROJECT DATA

APPLICANT: ROB WELLINGTON QUIGLEY, FAIA
APN: 298-131-25-00
ADDRESS: 652 STEVENS AVENUE, SOLANA BEACH, CA 92057
ZONE: C-COMMERCIAL
LEGAL DESCRIPTION: THAT PORTION OF LOT 10 BLOCK 7* OF A SUBDIVISION OF LOTS 1,2,3,9,16,21 AND 22 A PORTION OF LOT 6 OF LUNA GARDENS, IN THE CITY OF SOLANA BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP 11816 OF NO. 2148 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 2, 1929, LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH ONE/THIRD POINT IN THE EASTERLY LINE OF SAID LOT 10, THE LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 10, SOUTH 89°54' WEST 219.47 FEET TO THE WESTERLY LINE OF SAID LOT 10
 EXCEPTING THEREFROM THAT PORTION LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTH ONE/THIRD POINT IN THE EASTERLY LINE OF SAID LOT 10 THE LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 10, SOUTH 89°54' WEST 225.56 FEET TO THE WESTERLY LINE OF SAID LOT 10
 ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE SOUTH 50.00 FEET OF SAID LOT 10

PROJECT DESCRIPTION: DEMOLITION OF EXISTING STRUCTURE FOR THE DEVELOPMENT OF A SINGLE MIXED USE BUILDING OVER A CARPORT WITH TYPE V-B CONSTRUCTION. PROJECT INCLUDES 1 COMMERCIAL SPACE FOR A DENTAL OFFICE IN OCCUPANCY, 1 RESIDENTIAL UNIT (R-3 OCCUPANCY), AND A COVERED CARPORT (BY OCCUPANCY)

BLDG. HEIGHT: MAX: 35' ABOVE LOWER OF EXISTING OR PROPOSED GRADE IN COMPLIANCE WITH SBAC 17 OR BOO

PROPOSED: 34'-8"

STORIES: 3
LOT AREA: GROSS 10,134 SF (232 ACRES)
 NET 10,134 SF - 24 SF (10% DEDICATION) - 10,110 SF (232 ACRES)
 BUILDABLE 10,110 SF (232 ACRES)

LOT COVERAGE: 4,007 / 10,134 - 39%

FLOOR AREA: TOTAL FLOOR AREA (SEE T11) 5,138 S.F.
 COMMERCIAL (DENTAL) GROUND FLOOR 2,509 S.F.
 RESIDENTIAL (1 UNIT) GROUND FLOOR 818 S.F.
 UPPER FLOOR 1,811 S.F.

F.A.R.: MAX: 1.2 X 10,134 = 12,161 SF
 PROPOSED: 5,138 / 10,134 = 0.507 < 1.20

DENSITY: C-101 (MIXED USE)
 232 ACRES (NET) * 20 UDI PER ACRE = 4,640 UDI ALLOWED
 2,629 SF / 12,161 SF = .21% < 50% RESIDENTIAL FLOOR AREA

PARKING: 12 (R) REQUIRED / 13 PROVIDED (SEE PARKING CALCULATIONS ON T11)

LANDSCAPING: REFER TO LANDSCAPE DRAWINGS & CALCULATIONS

HARDSCAPE: REFER TO LANDSCAPE DRAWINGS & CALCULATIONS

GRADING: REFER TO CIVIL GRADING DRAWINGS & CALCULATIONS

SETBACKS: FRONT REQUIRED - 0' / PROPOSED 45'
 SIDE (NORTH SIDE) REQUIRED - 0' / PROPOSED 18'-11 3/4"
 SIDE (INTERIOR NORTH) REQUIRED - 0' / PROPOSED 4'
 REAR REQUIRED - 0' / PROPOSED 29'-1 3/4"

PLANNING NOTES

REFERENCES: 2016 CALIFORNIA BUILDING CODE
 SOLANA BEACH MUNICIPAL CODE
 LANDSCAPE MANUAL
 OFFSHORE PARKING DESIGN MANUAL
 CALIFORNIA COASTAL COMMISSION
 AMERICAN DISABILITY ACT

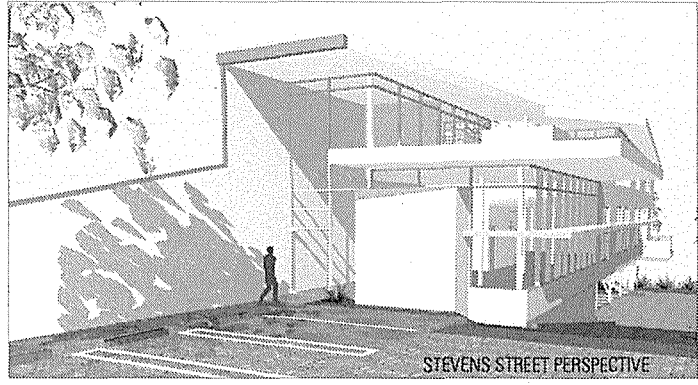
OVERLAY: COASTAL DEVELOPMENT

BUILDING INFORMATION: MECH VENTILATION PROVIDED THROUGHOUT BUILDING
 NATURAL DAY LIGHTING, TYP. MEANS OF LIGHTING
 SOLAR/PV PANELS WHERE APPLICABLE
 FIRE SYSTEM TO COMPLY WITH RECOMMENDATION OF FIRE DEPARTMENT

PROJECT DESCRIPTION

THE PROPOSED DEVELOPMENT IS LOCATED AT 652 STEVENS AVE., SOLANA BEACH, CA.

THE ARCHITECTURAL STYLE IS DESIGNED TO COMPLEMENT THE COASTAL BEACH THEME AND RESPECT THE EXISTING SURROUNDING COMMUNITY. GRADING WILL FOLLOW THE EXISTING TOPOGRAPHY CLOSELY. LANDSCAPING AND HARDSCAPE ARE DESIGNED TO OPTIMIZE STORM-WATER FILTRATION AND RETENTION, AS WELL AS PROVIDING A COMMUNITY SENSITIVE AND INDIGENOUS AESTHETIC.



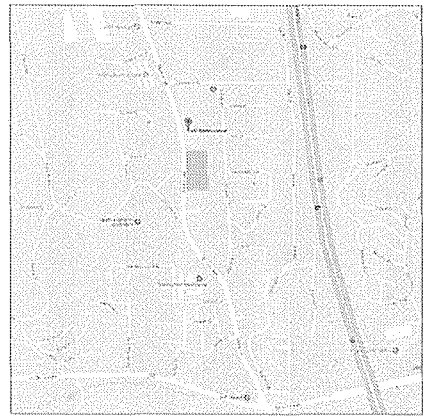
STEVENS STREET PERSPECTIVE

PROJECT DIRECTORY

OWNER:	AZITA VAKILI & MOJTABA ESFAHANI 652 STEVENS AVE. SOLANA BEACH, CA 92075 Email: Esfahani@zinnerbar.com	PH (RS) 259-8212
ARCHITECT:	ROB WELLINGTON QUIGLEY, FAIA 418 12TH STREET SAN DIEGO, CA 92101 REPRESENTATIVE: JOHN PRICE john@robquigley.com	PH (619) 232-0868 FAX (619) 232-6966
LANDSCAPE ARCHITECT:	GREG HEBERT LANDSCAPE ARCHITECT CA LICENSE # 3982 3153 HIRSH AVE SAN DIEGO CA, 92103 greg@greghebert.com	PH (619) 283-5083 FAX (619) 283-5084
CIVIL ENGINEER:	SAN DIEGUITO ENGINEERING 462 STEVENS AVE., SUITE 305 SOLANA BEACH, CA 92075 REPRESENTATIVE: ANNIE AGUIAR annie@san-diego.com	PH (RS) 345-1149
GEO/TECHNICAL ENGINEER:	SMS GEOTECHNICAL SOLUTIONS, INC. 5831 SEA LION PLACE, SUITE 109 CARLSBAD, CA 92010 REPRESENTATIVE: MEEHII SHARHA ms@spatialdesign.com	PH (760) 602-7815
CONTRACTOR:	- TBD	PH FAX

SHEET INDEX

T 1.0 TITLE SHEET	A 1.0 SITE PLANS
T 1.1 ZONING COMPLIANCE	A 2.0 PARKING PLAN & GROUND FLOOR
C 1.0 TOPOGRAPHIC SURVEY	A 2.1 UPPER FLOOR & ROOF PLAN
C 1.1 GRADING PLAN	A 3.0 EXTERIOR ELEVATIONS
C 1.2 BMP PLAN	A 4.0 BUILDING SECTIONS
C 2.0 STORY POLE PLAN	
L 1.1 LANDSCAPE DIAGRAM PLAN	
L 1.2 LANDSCAPE DIAGRAM PLAN	
L 2.1 WATER CONSERVATION PLAN	
L 3.1 LANDSCAPE PLAN	



VICINITY MAP
NOT TO SCALE

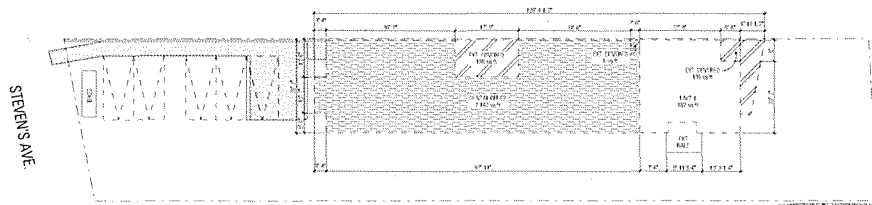
STEVENS AVE.
652 STEVENS AVE.
SOLANA BEACH, CA

NOT FOR CONSTRUCTION

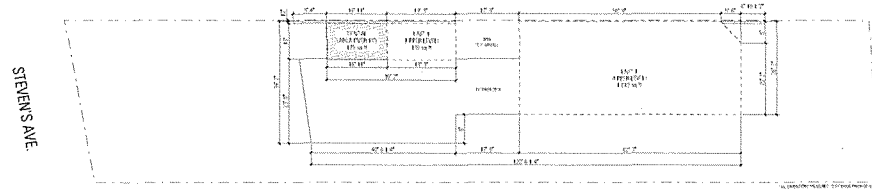
Title T 1.0

DEVELOPMENT REVIEW PACKAGE 5/22/19

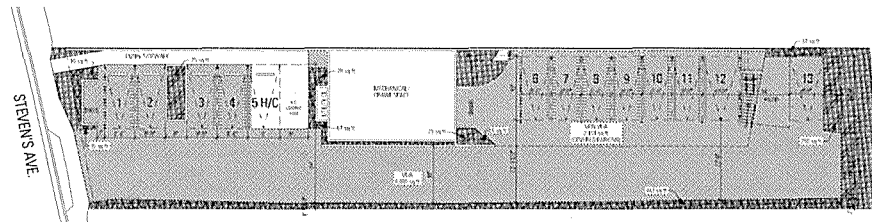
ATTACHMENT 2



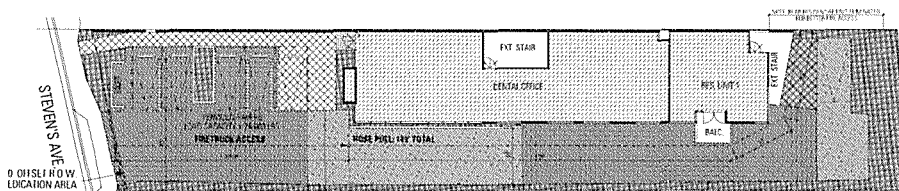
1 FAR: GROUND FLOOR
SCALE: 1/16" = 1'-0"



2 FAR: UPPER FLOOR
SCALE: 1/16" = 1'-0"



3 PARKING REQ'S
SCALE: 1/16" = 1'-0"



4 FIRE DEPT. ACCESS
SCALE: 1/16" = 1'-0"

LEGEND

- ENCLOSED INTERIOR COMMERCIAL
- ENCLOSED INTERIOR RESIDENTIAL
- EXTERIOR COVERED
- INTERIOR COMMERCIAL OVER 15'

LEGEND

- PAVERS / NON V.U.A.
- VEHICULAR USE AREA
- LANDSCAPE IN V.U.A. (COMPLIANT)
- LANDSCAPE IN V.U.A. (NON-COMPLIANT)
- LANDSCAPE AREA

LEGEND

- HABITABLE ENCLOSED SPACE
- NON-HABITABLE EXTERIOR SPACE

F.A.R. CALCULATIONS

SITE AREA
LOT AREA: GROSS: 10,134 SF (233 ACRES)
 NET: 10,110 SF (232 ACRES)
 BUILDABLE: 10,110 SF (232 ACRES)

LOT COVERAGE: 4,007 / 10,134 = 39%

BUILDING AREA

DENTAL OFFICE Ground Floor 2,142 s.f.
 Exterior Covered 192 s.f.
 Area Over 15' 175 s.f.

RESIDENTIAL UNIT 1 Ground Floor 602 s.f.
 Upper Floor 1,811 s.f.
 Exterior Covered 135 s.f.
Gross Total 3,130 s.f.

F.A.R. (CLOT MAXED USE) MAX: 1.2 X 10,134 = 12,161 S.F.
PROPOSED: 6,138 / 10,134 = 0.507 < 1.20

DENSITY (CLOT MAXED USE) 232 ACRES (NET) * 20 DUH PER ACRE = 1 < 4.64 DUH ALLOWED
2,629 SF / 12,161 SF = 21% < 50% RESIDENTIAL FLOOR AREA

PARKING CALCULATIONS

LANDSCAPE REQUIREMENTS

V.U.A.	REQUIRED 10% LANDSCAPE AREA	PROPOSED (COMPLIANT) LANDSCAPE AREA	PROPOSED (NON-COMPLIANT) LANDSCAPE AREA	TOTAL LANDSCAPE AREA WITH MINOR EXCEPTION
4,990 SF	499 SF	396 SF	592 SF	988 SF

988 SF PROPOSED > 499 SF REQUIRED

COMMERCIAL (Dental Office) (1 per 200sf for first 2000sf then 1 per 175sf)
TOTAL COMMERCIAL AREA REQUIRED PARKING 2,142 s.f. (net without ext. covered/area over 15ft)

$(2,000 / 200) = 10$
 $(1,142 / 175) = 6.52$
10 + 6.52 = 16.52
16.52 STALLS REQ

RESIDENTIAL (1.5 per unit and 2 for 2+ bedrooms)
TOTAL RESIDENTIAL AREA 3 BEDROOM UNIT 2,629 s.f. (gross)
2 STALLS REQ

TOTAL STALLS REQUIRED 12.81 (10.81 + 2)
13 (12 STANDARD, 1 ADA)

H/C PARKING 1 REQ. (ADA REQ. 1 - 25% 1 PROVIDED)
BIKE STALLS 1 REQ. (1/10 PARKING STALLS, 4 PROVIDED)
NO LOADING ZONE REQUIRED LIGHT COMMERCIAL USE

FIRE DEPARTMENT ACCESS

OF HYDRANTS WITHIN 300' 2

HYDRANT #1 STEVENS AVE. 297' NORTH
 HYDRANT #2 STEVENS AVE. 262' SOUTH
 (SEE INCLUDED LOCATION DIAGRAM FROM SANTEE FIRE WATER DISTRICT)

FIRE TRUCK ACCESS

20' DRIVEWAY WIDTH WITH 13'-6" CLEAR ABOVE TO 65'-6" INTO PROPERTY.

HOSE PULL

SHOWN IN DIAGRAM TO LEFT THE HOSE PULL IS PROPOSED TO BE 149' FROM END OF FIRETRUCK ACCESS TO THE FARTHEST CORNER OF THE BUILDING. PREVIOUSLY PROPOSED CLEAR RESIDENTIAL UNIT ILLUMINATED TO PROVIDE BETTER ACCESS AT REAR OF PROPERTY.

FIRE SPRINKLERS

THE COMMERCIAL AREA WILL BE COVERED BY A NIPA TYPE 13 SPRINKLER SYSTEM AND THE RESIDENTIAL UNIT WILL USE A NIPA TYPE 13R SYSTEM. TYPE VB CONSTRUCTION WITH OCCUPANCY SEPARATION WALLS, LOAD-BEARING WALLS, AND FLOOR/CILING ASSEMBLIES HAVING ONE HOUR FIRE RESISTANCE.

200 Avenida... 9406
 418 13th Street
 San Diego, California 92101
 T (619) 335-8848 F (619) 335-8932
 Fax (619) 335-8956



STEVENS AVE.
 693 STEVENS AVE.
 SODANA BEACH, CA

... NOT FOR ...
 CONSTRUCTION

© 2019 RWB Southern Company LLC. All drawings and specifications are the property of RWB Southern Company LLC and shall remain confidential. No part of this drawing may be reproduced without written permission from RWB Southern Company LLC.

LEGEND

- CONCRETE WALKWAY
- PERVIOUS PAVING
- LANDSCAPE AREA
- CONCRETE SECTION
- DETECTION/LID INFILTRATION BASIN
- DIRECTION OF RUNOFF
- EXISTING CONTOURS
- EXISTING SPOT ELEV
- SPOT ELEVATION
- EXISTING SEWER MANHOLE
- EXISTING WATER VALVE
- PROPERTY LINE
- LIMIT OF INUNDATION
- DETECTION/LID INFILTRATION BASIN OUTLINE
- EXISTING FENCE
- EXISTING WALL
- PROPOSED WALL
- GRATE INLET
- 2:1 FILL SLOPE
- RIP-RAP DISSIPATOR
- EXISTING SEWER MAIN
- EXISTING WATER MAIN
- PROPOSED 4" SEWER LATERAL
- PROPOSED WATER LATERAL
- PROPOSED RIGHT OF WAY DEDICATION

SITE BREAKDOWN

GROSS LOT SIZE = 10,134 SF
 NET LOT SIZE = 10,134 SF
 FLOOR AREA = 4,938 SF
 FLOOR AREA RATIO:
 GROSS FLOOR AREA/GROSS LOT SIZE = 0.487
 IMPERVIOUS PAVING = 2,125 SF
 PERVIOUS PAVING = 5,447 SF
 IRRIGATED LANDSCAPE = 1,784 SF

EARTHWORK

CUT: 210 CY
 FILL: 220 CY
 NET: 10 CY (IMPORT)

TOPOGRAPHIC SOURCE

COASTAL LAND SOLUTIONS, INC 877
 SECOND STREET, ENGLEWOOD, CO 80124
 FIELD SURVEY, DATE OF SURVEY
 04-24-2017

EASEMENT/TITLE INFORMATION:

EXISTING ENCUMBRANCES LISTED BELOW ARE PER A PRELIMINARY TITLE REPORT PREPARED BY [REDACTED] COMPANY DATED DECEMBER 23, 2016 AS ORDER NO. 00450698-017-2W1
 EXCEPT TO THE EXTENT SHOWN BELOW AND RIGHTS INCIDENTAL HERETO, THERE IS NO INTEREST IN THE FOLLOWING:
 RIGHTS OF SEWER, WATER AND GAS MAINS, POLES AND WIRES, INGRESS AND EGRESS, ETC. DATED JUNE 19, 1931
 RECORDING NO. 1809 PAGE 112 OF DEEDS
 AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.
 THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD

ABBREVIATION LEGEND

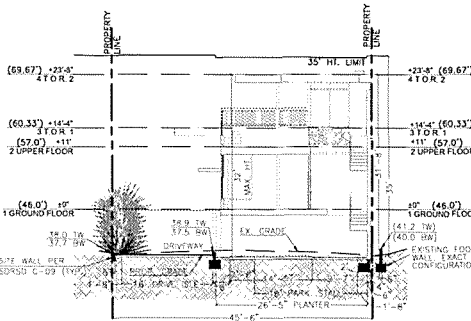
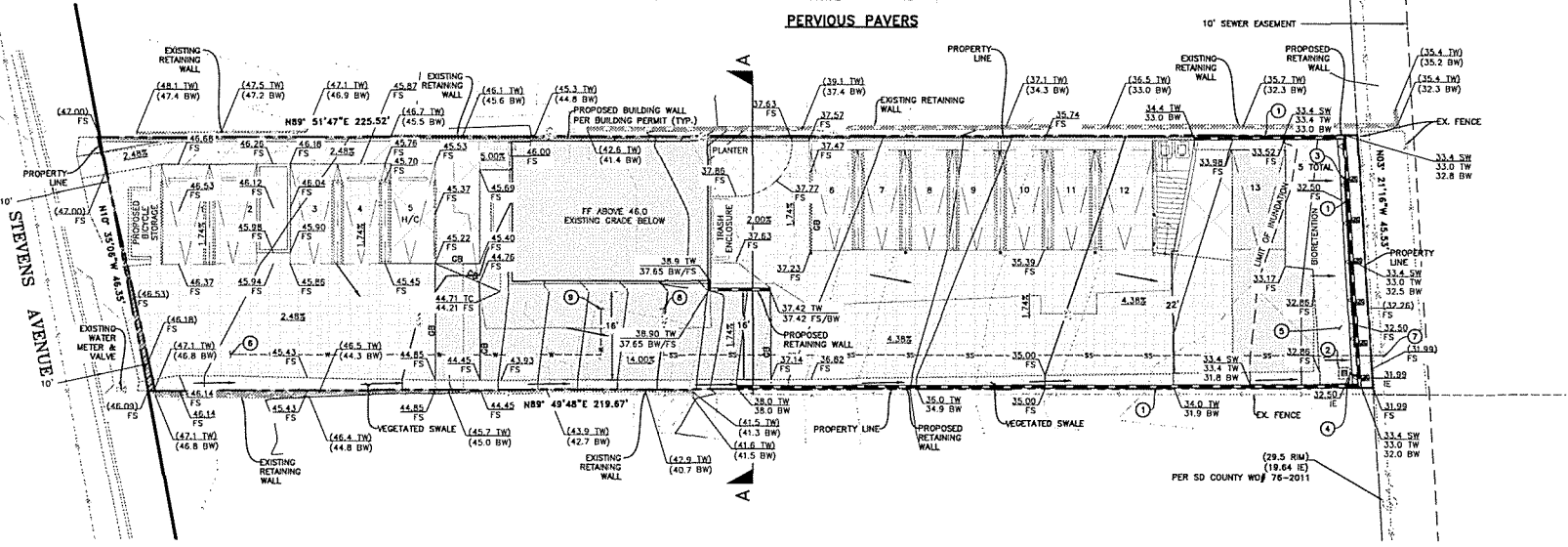
- BW - BOTTOM OF WALL
- EX - EXISTING
- (XX) - EXISTING ELEVATION
- FF - FINISH FLOOR
- FG - FINISH GRADE
- FS - FINISH SURFACE
- GB - GRADE BREAK
- IE - INVERT ELEVATION
- PE - PAD ELEVATION
- R - PROPERTY LINE
- SW - SCREEN WALL (FOR STORM WATER RETENTION)
- TC - TOP OF CURB
- TG - TOP OF GRATE
- TS - TOP OF STEP
- TW - TOP OF WALL
- TYP. - TYPICAL

CONSTRUCTION NOTES

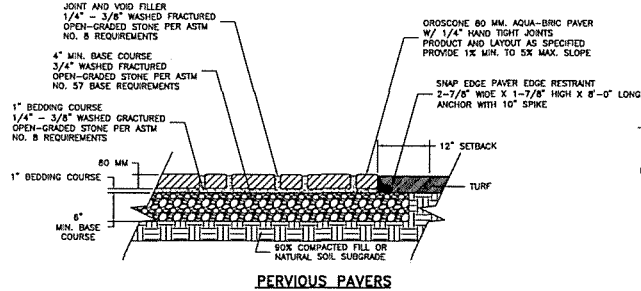
1. INSTALL GRAVITY RETAINING WALL PER C-09 TYPE-C.
2. INSTALL BROOKS BOX NO.1212 CATCH BASIN W/ PAVEMENT GRATE.
3. INSTALL 5-4" DIAMETER PIPES THROUGH WALL WITH CENTER AT 32.7'. SEE TYPICAL DETENTION BASIN OUTLET DRAINAGE DETAILS ON SHEET C1.2
4. INSTALL 6" PVC OUTLET PIPE.
5. CONSTRUCT STORM WATER BASIN PER DETENTION/LID INFILTRATION BASIN DETAIL ON SHEET C1.2.
6. CONNECT NEW WATER SERVICE TO EXISTING WATERLINE. CONTRACTOR TO FIELD LOCATE EXISTING WATERLINE.
7. CONNECT PROPOSED SEWER CONNECTION TO EXISTING MAIN. CONTRACTOR TO CONFIRM ACTUAL LOCATION OF SEWER MAIN. (NV 22.96) PER SD COUNTY WOF 76-2011
8. INSTALL SEWER CONNECTION; INVERT ELEVATION = 37.00
9. INSTALL WATER CONNECTION; INVERT ELEVATION = 38.82

SCALE: 1" = 10'

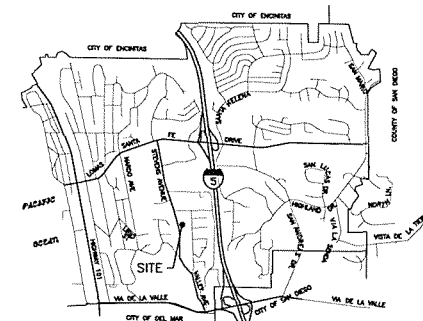
SAN DIEGO ENGINEERING, INC
 442 STEVENS AVE. STA. 309
 SOLANA BEACH, CA
 92083-2008
 PHONE: (951) 345-1149
 WWW.SDEI.COM
 CIVIL ENGINEERING • PLANNING
 LAND SURVEYING



SECTION A-A
 SCALE 1"=10'

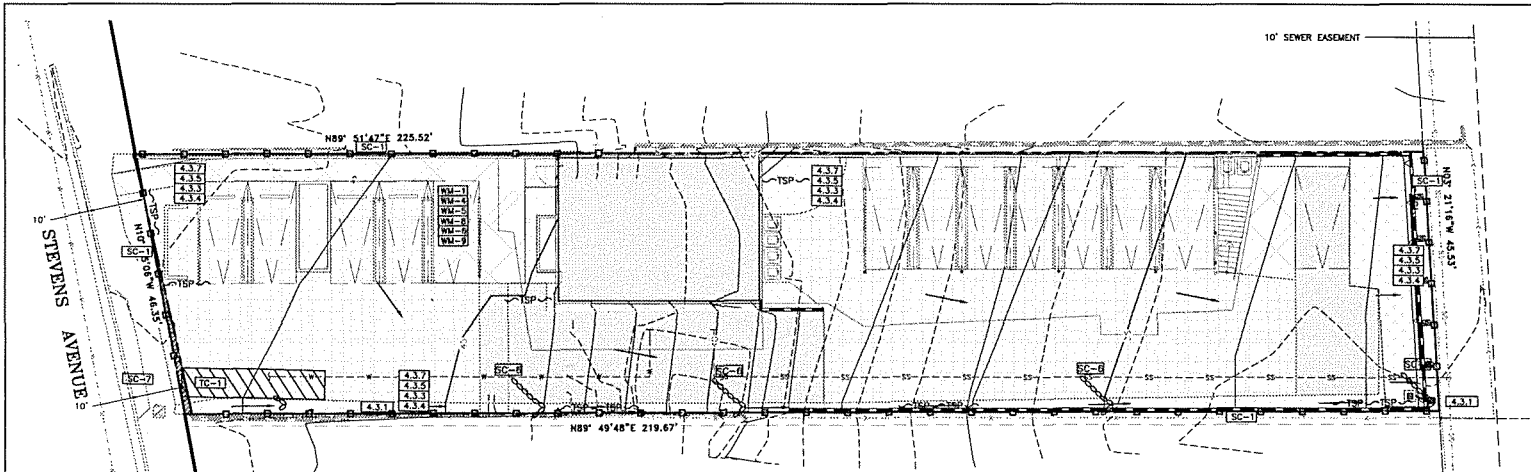


PERVIOUS PAVERS



VICINITY MAP
 N.T.S.

ENGINEER OF WORK CM Drawn By: A.S. AGUIAR R.C.E. 61158, EXP. 6/30/19	CITY APPROVED CHANGES APP'D DATE By: _____ Date: _____ By: _____ Date: _____	RECOMMENDED FOR APPROVAL By: _____ Date: _____ By: _____ Date: _____	APPROVED FOR CONSTRUCTION By: _____ Date: _____ By: Muhammad Sammak, City Engineer R.C.E.: 37146 Exp: 6/30/20	BENCH MARK 2.5" BRASS DISC MARKED "5018-2, L.S. 7392" LOCATED IN FRONT OF CURB OVER DRAINAGE MEET IN FRONT OF THE SOLANA BEACH LIBRARY ELEV.: 110.412' DATUM: NAV 88	CITY OF SOLANA BEACH GRADING PLANS FOR: 652 STEVENS AVENUE MIXED USE RESIDENCE	ENGINEERING DEPARTMENT DRAWING NO. C1.1 Sheet 1 of 2



BMP LEGEND

MATERIALS & WASTE MANAGEMENT BMPs:

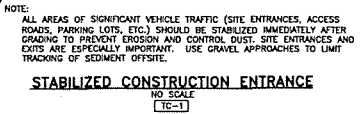
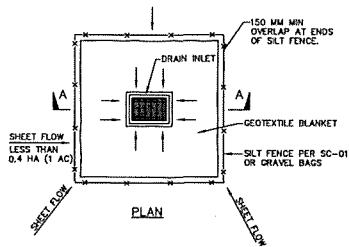
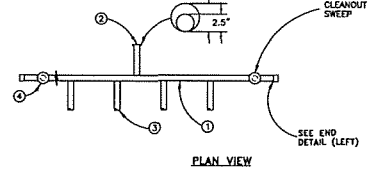
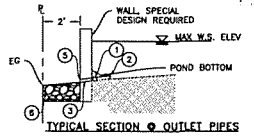
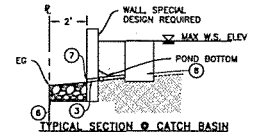
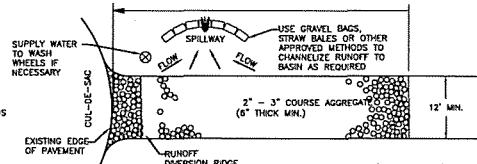
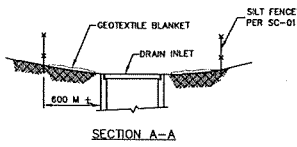
- WM-1 MATERIAL DELIVERY & STORAGE
- WM-4 SPILL PREVENTION AND CONTROL
- WM-8 CONCRETE WASTE MANAGEMENT
- WM-9 SOLID WASTE MANAGEMENT
- WM-10 SANITARY WASTE MANAGEMENT
- WM-8 HAZARDOUS WASTE MANAGEMENT

TEMPORARY RUNOFF CONTROL BMPs:

- SS-4 HYDROSEEDING/BFM
- SC-1 SILT FENCE
- SC-8, SC-9 GRAVEL OR SAND BAGS
- SC-7 STREET SWEEPING AND VACUUMING
- TC-1 STABILIZED CONSTRUCTION ENTRANCE

POST-CONSTRUCTION SITE DESIGN BMPs:

- 4.3.1 MAINTAIN NATURAL DRAINAGE PATHWAYS AND HYDROLOGIC FEATURES
- 4.3.3 MINIMIZE IMPERVIOUS AREA
- 4.3.4 MINIMIZE SOIL COMPACTION
- 4.3.5 IMPERVIOUS AREA DISPERSION
- 4.3.6 RUNOFF COLLECTION
- 4.3.7 LANDSCAPING WITH NATIVE OR DROUGHT TOLERANT SPECIES

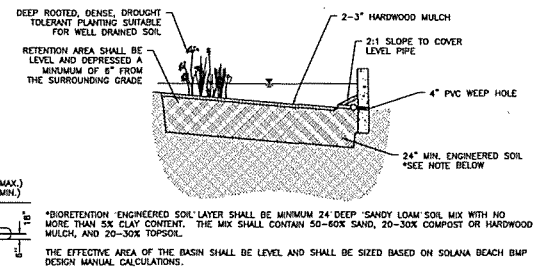
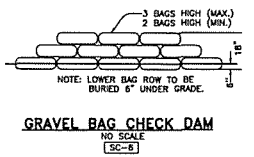
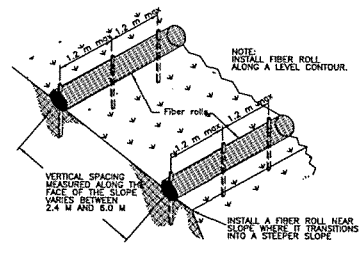
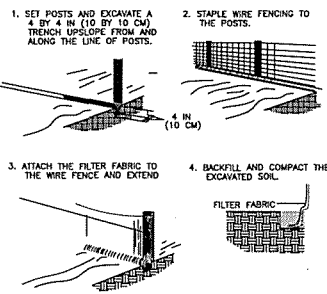


END DETAIL
NO SCALE

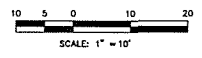
	ORIFICE DIA.	ORIFICE	POND BOTTOM	Q ₁₀ MAX W/S ELEV SPILLWAY FL.
IMP A	2.5"	32.7	32.5	194.9



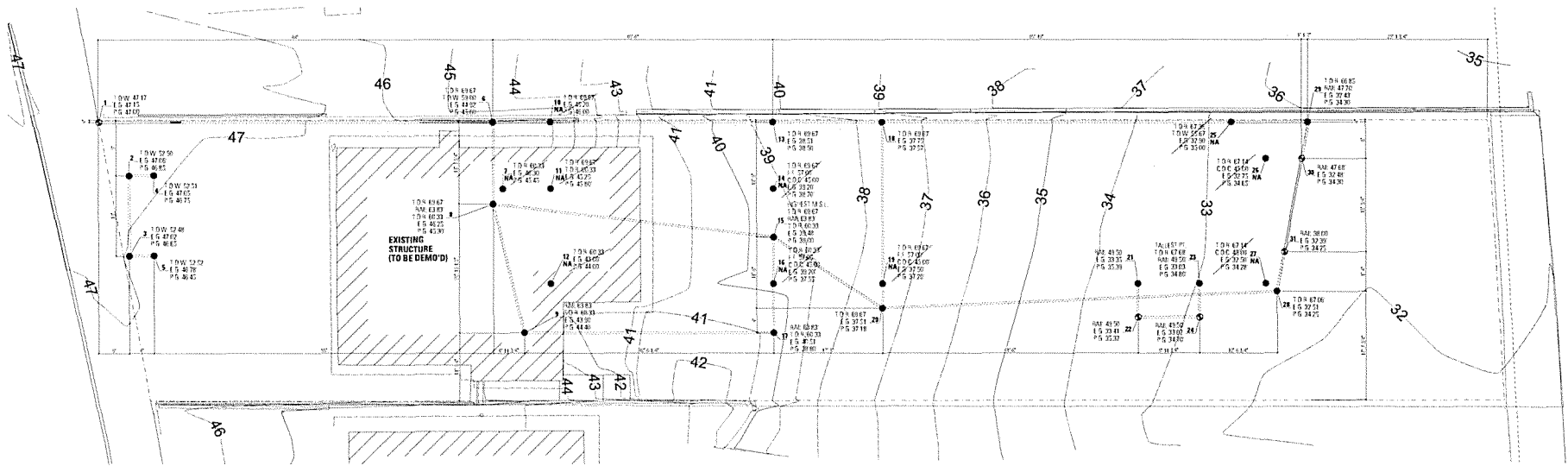
- NOTES:**
- FOR USE IN AREAS WHERE GRADING HAS BEEN COMPLETED AND FINAL SOIL STABILIZATION AND SEEDING ARE PENDING.
 - NOT APPLICABLE IN PAVED AREAS.
 - NOT APPLICABLE WITH CONCENTRATED FLOWS.



SAN DIEGO ENGINEERING, INC.
402 STEVENS AVE., 2ND FLOOR
SOLANA BEACH, CA 92075-2054
PHONE: (954) 245-1149
www.sde.com
CIVIL ENGINEERING • PLANNING
LAND SURVEYING



ENGINEER OF WORK	CITY APPROVED CHANGES	APP'D DATE	RECOMMENDED FOR APPROVAL	APPROVED FOR CONSTRUCTION	BENCH MARK	CITY OF SOLANA BEACH	ENGINEERING DEPARTMENT	DRAWING NO.
CM Drawn By: A.S. AGUIAR R.C.E. 61158, EXP. 6/30/19			By: _____ Date: _____	By: Muhammad Sammak, City Engineer R.C.E. 37146 Exp. 6/30/20	2.5" BRASS DISC MARKED "0011-2, L.S. 7322" LOCATED IN TOP OF CURB OVER ORANGE. INLET IN FRONT OF THE SOLANA BEACH LIBRARY ELEV: 110.412'	EROSION CONTROL PLANS FOR: 652 STEVENS AVENUE W/ED USE RESIDENCE		C1.2 Sheet 2 of 2



1 Story Pole Plan
SCALE: 1/8" = 1'-0"

LEGEND:
 T.O.R. - TOP OF ROOF
 T.O.W. - TOP OF WALL
 RAIL - TOP OF RAILING
 F.F. - FINISH FLOOR
 E.G. - EXISTING GRADE
 P.G. - PROPOSED GRADE

600 General Avenue
 Pacific Palisades, California 91030
 T (805) 328-8848 F (805) 328-8933

415 13th Street
 Suite 200
 Acupuncture Planning
 T (805) 328-0848 F (818) 324-2966

Rick Williams, Quality PMA
 Acupuncture Planning

STEVENS AVE.
 665 STEVENS AVE.
 SUDBURY BEACH, CA

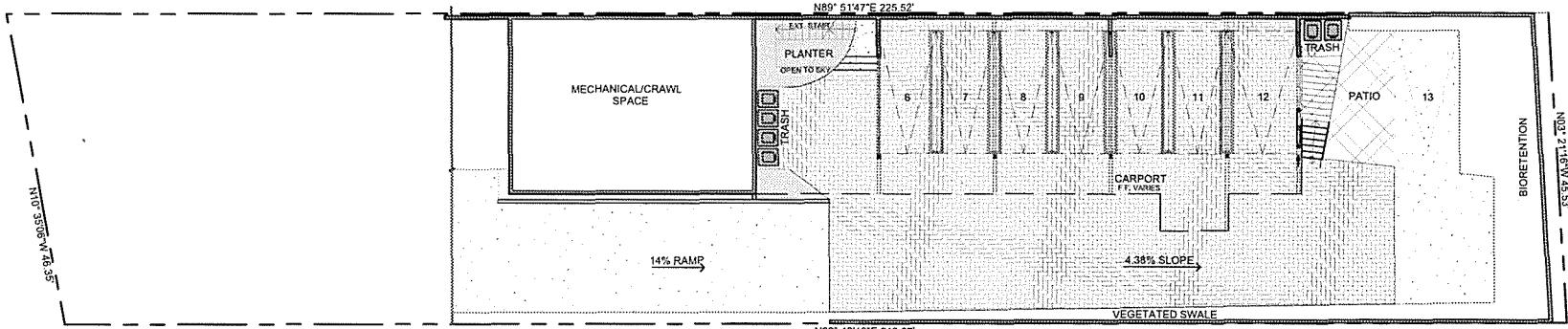
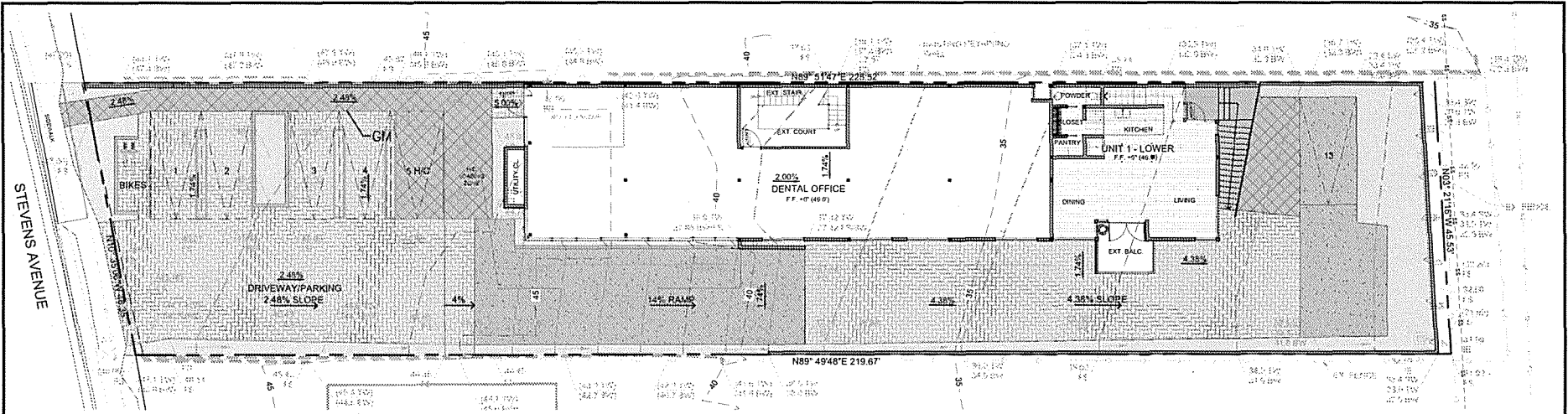
... NOT FOR ...
 CONSTRUCTION

Story Pole Plan

C 2.0

DEVELOPMENT REVIEW PACKAGE

5/22/19



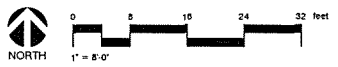
SITE DEVELOPMENT

SYMBOL	NOTES	QTY
[Symbol]	GROUND LOT SIZE:	10,134 SF
[Symbol]	NET LOT SIZE:	10,110 SF
[Symbol]	FLOOR AREA:	4,097 SF
[Symbol]	FLOOR AREA RATIO: 4.007 SF / 10,134 SF = 39%	
[Symbol]	IMPERVIOUS PAVING:	2,322 SF
[Symbol]	PERVIOUS PAVING:	3,391 SF
[Symbol]	IRRIGATED LANDSCAPE:	1,817 SF

	EXISTING (SF)	PROPOSED TOTAL (SF)
NON-LANDSCAPED AREA	5,713 SF	1,817 SF
NON-IRRIGATED LANDSCAPE	N/A	N/A
IRRIGATED LANDSCAPE	N/A	1,817 SF
WATER FEATURES	N/A	N/A
DECORATIVE HARDSCAPE	N/A	N/A
TOTAL LOT AREA	5,713 SF	3,634 SF

	AREA OF WORK (SF)
IRRIGATED LANDSCAPE	1,817 SF
WATER FEATURES	N/A
DECORATIVE HARDSCAPE	N/A
AGGREGATE LANDSCAPE AREA	1,817 SF

NOTE: IRRIGATION: AN AUTOMATIC, ELECTRONICALLY CONTROLLED IRRIGATION SYSTEM SHALL BE PROVIDED AS REQUIRED BY LDC 142 8403(d) FOR PROPER IRRIGATION. DEVELOPMENT AND MAINTENANCE OF THE VEGETATION IN A HEALTHY, DISEASE-RESISTANT CONDITION, THE DESIGN OF THE SYSTEM SHALL PROVIDE ADEQUATE SUPPORT FOR THE VEGETATION SELECTED. PROPOSED IRRIGATION TO BE MICRO-SPRAY HEADS FOR TURF, AND DRIP TUBING FOR PLANTING AREAS.



I AM FAMILIAR WITH THE REQUIREMENTS FOR LANDSCAPE AND IRRIGATION PLANS CONTAINED IN THE CITY'S WATER EFFICIENT LANDSCAPE REGULATIONS. I HAVE PREPARED THIS PLAN IN COMPLIANCE WITH THOSE REGULATIONS AND THE LANDSCAPE DESIGN MANUAL. I CERTIFY THAT THE PLAN IMPLEMENTS THOSE REGULATIONS TO PROVIDE EFFICIENT USE OF WATER.



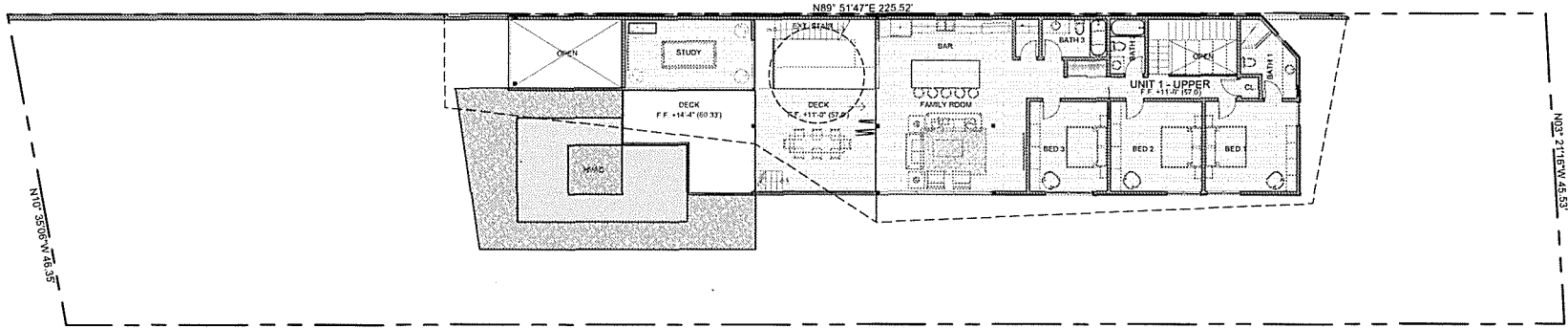
GREGHERBERT
LANDSCAPE ARCHITECT

623 STEVENS AVENUE, SOJANA BEACH, CA 92075

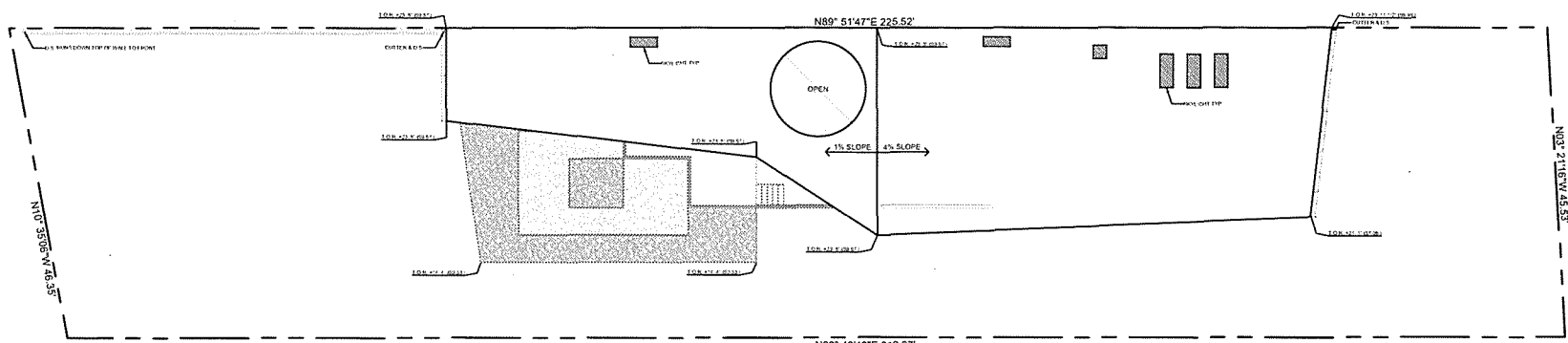
STEVENS AVENUE
LANDSCAPE DIAGRAM PLAN

SCALE: 1" = 8'-0"

L 1.1



UPPER FLOOR LEVEL



ROOF LEVEL

SITE DEVELOPMENT

SYMBOL	NOTES	QTY
	GROSS LOT SIZE	10,134 SF
	NET LOT SIZE:	10,110 SF
	FLOOR AREA:	4,007 SF
	FLOOR AREA RATIO: 4,007 SF / 10,134 SF = 39%	
	IMPERVIOUS PAVING:	2,322 SF
	PERVIOUS PAVING:	3,391 SF
	IRRIGATED LANDSCAPE:	1,817 SF

	EXISTING (SF)	PROPOSED TOTAL (SF)
NON-LANDSCAPED AREA	5,713 SF	1,817 SF
NON-IRRIGATED LANDSCAPE	N/A	N/A
IRRIGATED LANDSCAPE	N/A	1,817 SF
WATER FEATURES	N/A	N/A
DECORATIVE HARDSCAPE	N/A	N/A
TOTAL LOT AREA	5,713 SF	3,634 SF

	AREA OF WORK (SF)
IRRIGATED LANDSCAPE	1,817 SF
WATER FEATURES	N/A
DECORATIVE HARDSCAPE	N/A
AGGREGATE LANDSCAPE AREA	1,817 SF

NOTE:
IRRIGATION: AN AUTOMATIC, ELECTRONICALLY CONTROLLED IRRIGATION SYSTEM SHALL BE PROVIDED AS REQUIRED BY LDC 142 (04/03/03) FOR PROPER IRRIGATION, DEVELOPMENT, AND MAINTENANCE OF THE VEGETATION IN A HEALTHY, DISEASE-RESISTANT CONDITION. THE DESIGN OF THE SYSTEM SHALL PROVIDE ADEQUATE SUPPORT FOR THE VEGETATION SELECTED. PROPOSED IRRIGATION TO BE MICRO-SPRAY HEADS FOR TURF, AND DRIP TUBING FOR PLANTING AREAS.



I AM FAMILIAR WITH THE REQUIREMENTS FOR LANDSCAPE AND IRRIGATION PLANS CONTAINED IN THE CITY'S WATER EFFICIENT LANDSCAPE REGULATIONS. I HAVE PREPARED THIS PLAN IN COMPLIANCE WITH THOSE REGULATIONS AND THE LANDSCAPE DESIGN MANUAL. I CERTIFY THAT THE PLAN IMPLEMENTS THOSE REGULATIONS TO PROVIDE EFFICIENT USE OF WATER.





ESTIMATED TOTAL WATER USE (ETWU) WORKSHEET

PROJECT: 662 STEVENS AVENUE, SOLANA BEACH, CA 92075	DATE: 05/20/2016	DESIGNER: J. HERBERT
---	------------------	----------------------

The project's Estimated Total Water Use (ETWU) is calculated using the following formula: $ETWU = (ETWU_{Irrigation} + ETWU_{Landscape} + ETWU_{Other})$

ETWU_{Irrigation} = ETWU_{Irrigation} (see notes below)
 ETWU_{Landscape} = ETWU_{Landscape} (see notes below)
 ETWU_{Other} = ETWU_{Other} (see notes below)

CITY OF SOLANA BEACH ESTIMATED TOTAL WATER USE (ETWU) WORKSHEET

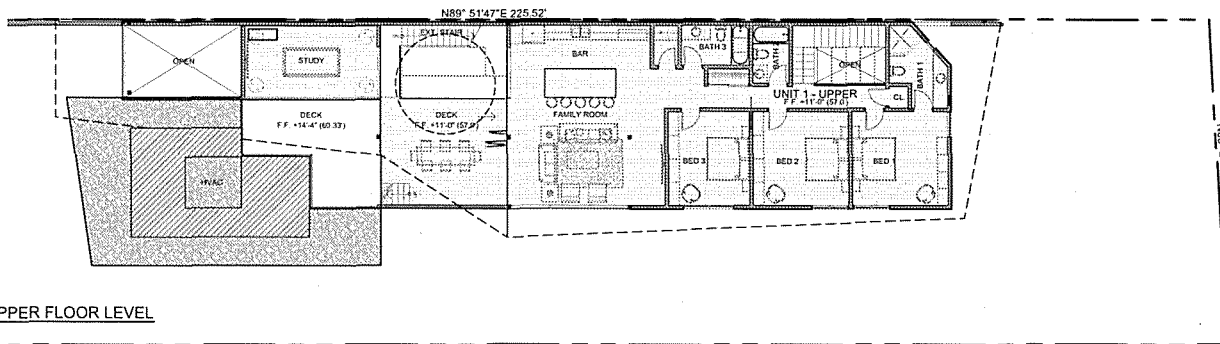
Item	Description	Area (sq ft)	ETWU (gallons per year)
1	Hydrozone 1 (Low Water Use)	1,389	428
2	Hydrozone 2 (Moderate Water Use)	428	1,314
TOTAL			1,742

MAXIMUM APPLIED WATER APPLICATION (MAWA) calculation:

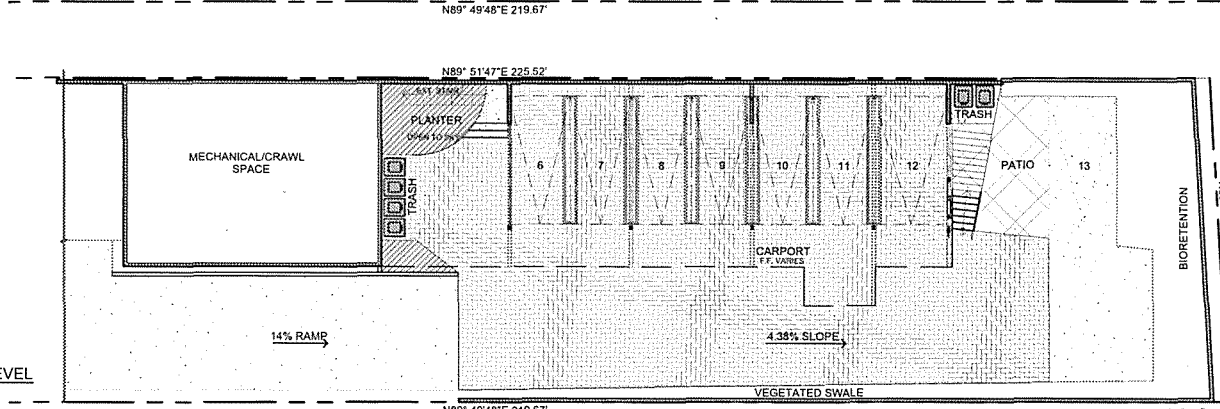
25.42	(0.75)	1.817	0	25.403
-------	--------	-------	---	--------

HYDROZONE SCHEDULE

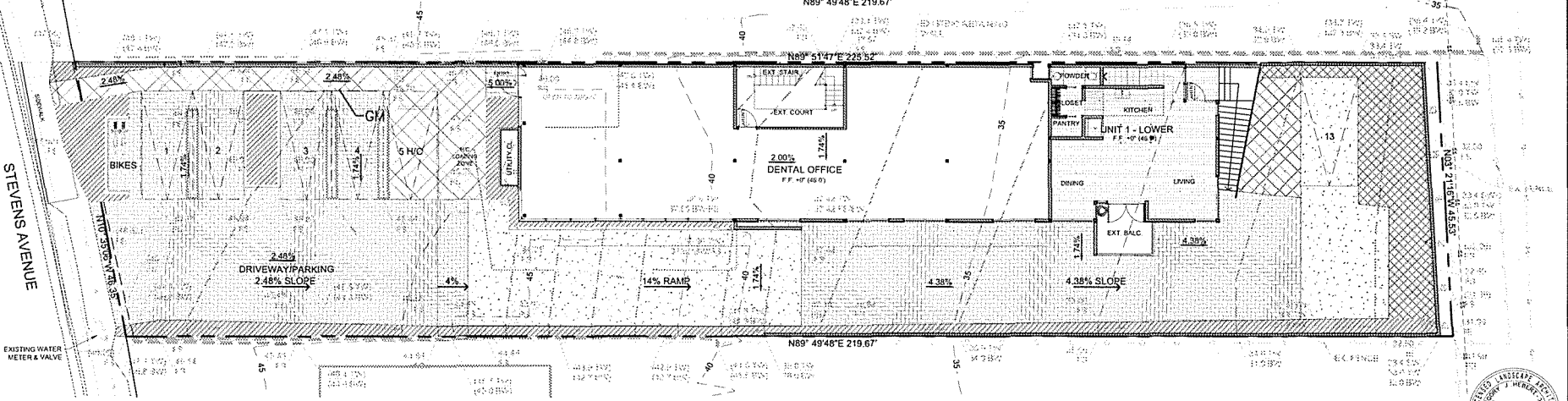
SYMBOL	NOTES	QTY
[Pattern]	HYDROZONE 1-LOW LOW WATER USE, PLANT FACTOR 0.2 - 0.3, DRIP IRRIGATION	1,389 SF
[Pattern]	HYDROZONE 2-MODERATE MODERATE WATER USE, PLANT FACTOR 0.4 - 0.6, DRIP IRRIGATION	428 SF



UPPER FLOOR LEVEL

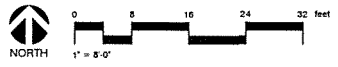


PARKING LEVEL



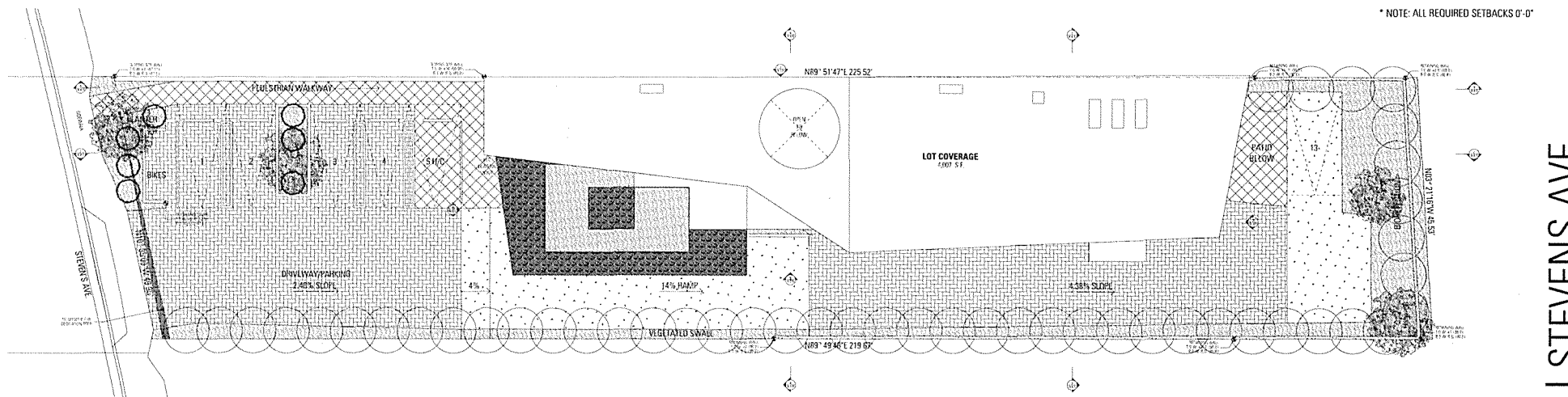
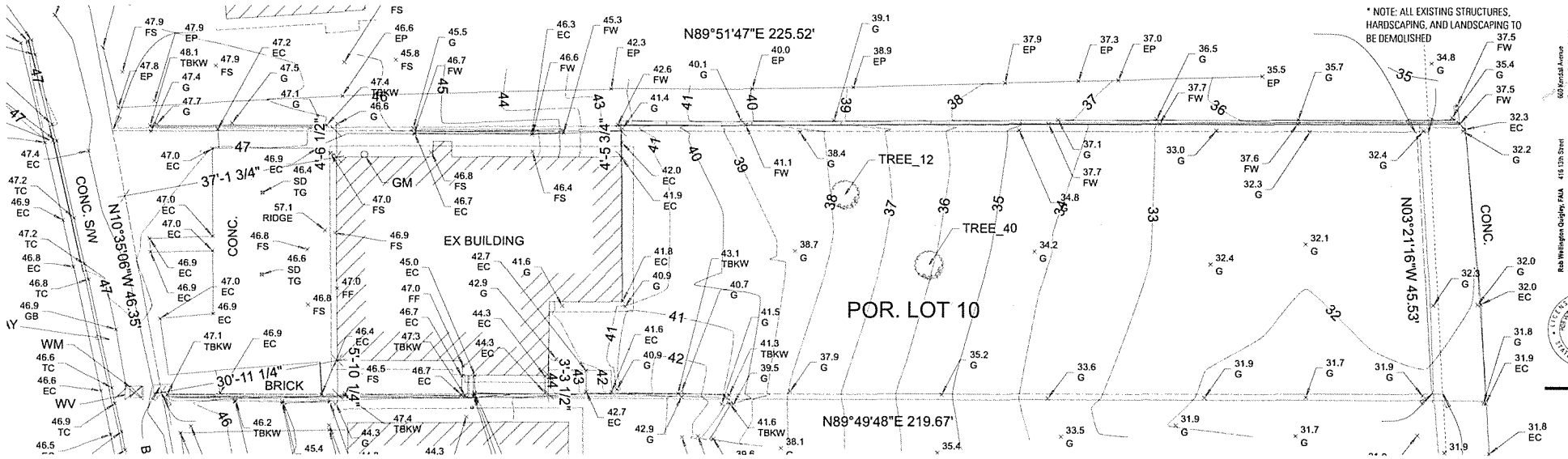
GROUND LEVEL

NOTE: IRRIGATION: AN AUTOMATIC, ELECTRONICALLY CONTROLLED IRRIGATION SYSTEM SHALL BE PROVIDED AS REQUIRED BY IDC (400000) FOR PROPER IRRIGATION DEVELOPMENT AND MAINTENANCE OF THE VEGETATION IN A HEALTHY, DISEASE-RESISTANT CONDITION. THE DESIGN OF THE SYSTEM SHALL PROVIDE ADEQUATE SUPPORT FOR THE VEGETATION SELECTED. PROPOSED IRRIGATION TO BE MICRO-SPRAY HEADS FOR TURF, AND DRIP TUBING FOR PLANTING AREAS.



I AM FAMILIAR WITH THE REQUIREMENTS FOR LANDSCAPE AND IRRIGATION PLANS CONTAINED IN THE CITY'S WATER EFFICIENT LANDSCAPE REGULATIONS. I HAVE PREPARED THIS PLAN IN COMPLIANCE WITH THOSE REGULATIONS AND THE LANDSCAPE DESIGN MANUAL. I CERTIFY THAT THE PLAN IMPLEMENTS THOSE REGULATIONS TO PROVIDE EFFICIENT USE OF WATER.





600 Kestrel Avenue
Solana Beach, California 92083
Tel: (949) 332-0688
Fax: (949) 332-0332

Rick Whithagen Designer, P.A.M.
416 1/2th Street
San Diego, California 92101
Tel: (619) 332-0688
Fax: (619) 332-0332

REGISTERED ARCHITECT
STATE OF CALIFORNIA
No. C 10693
REN 2/26/17

STEVENS AVE.
693 STEVENS AVE
SOLANA BEACH, CA



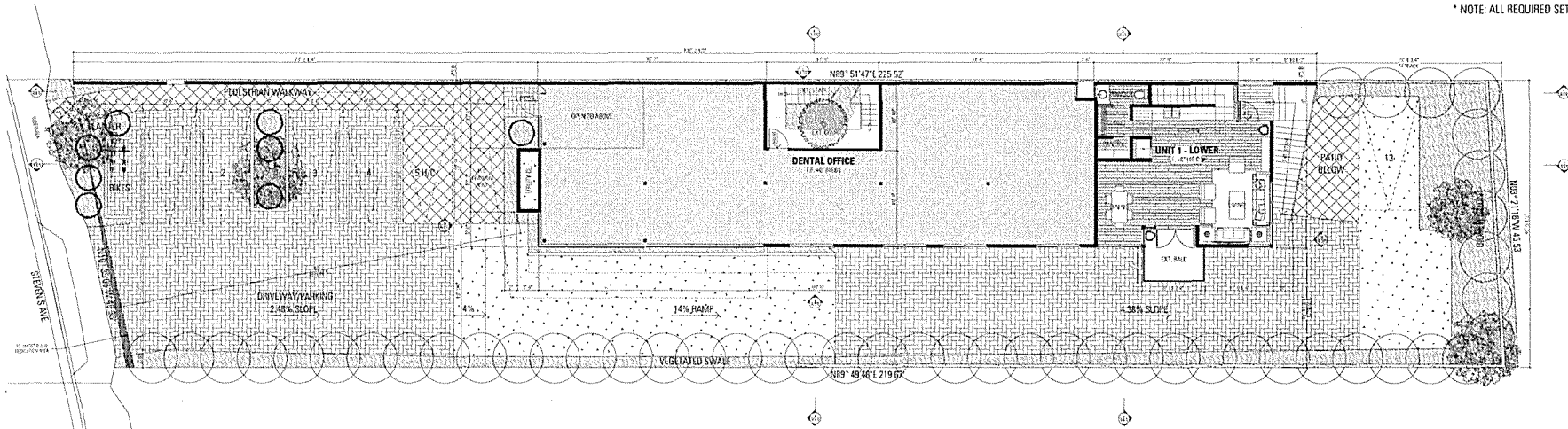
Site Plans

NOT FOR CONSTRUCTION

A 1.0

DEVELOPMENT REVIEW PACKAGE

5/22/19



* NOTE: ALL REQUIRED SETBACKS 0'-0"

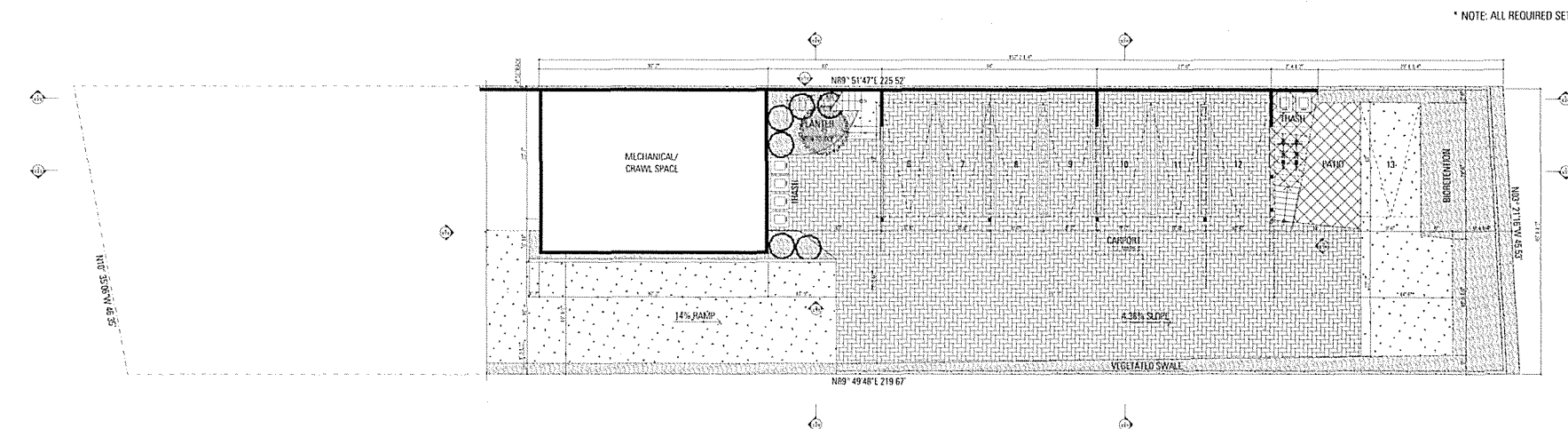
1 GROUND FLOOR PLAN
SCALE: 1/8" = 1'-0"

609 Norada Avenue
Palo Alto, California 94306
Tel: (650) 328-8333
F: (650) 328-8333

415 15th Street
San Jose, California 95131
Tel: (408) 232-0381
F: (408) 232-8965

Rob Wilkinson Group/PA
Architects/Planners

STATE OF CALIFORNIA
REGISTERED ARCHITECT
No. C 18931
REN 2/26/17



* NOTE: ALL REQUIRED SETBACKS 0'-0"

2 PARKING LEVEL PLAN
SCALE: 1/8" = 1'-0"

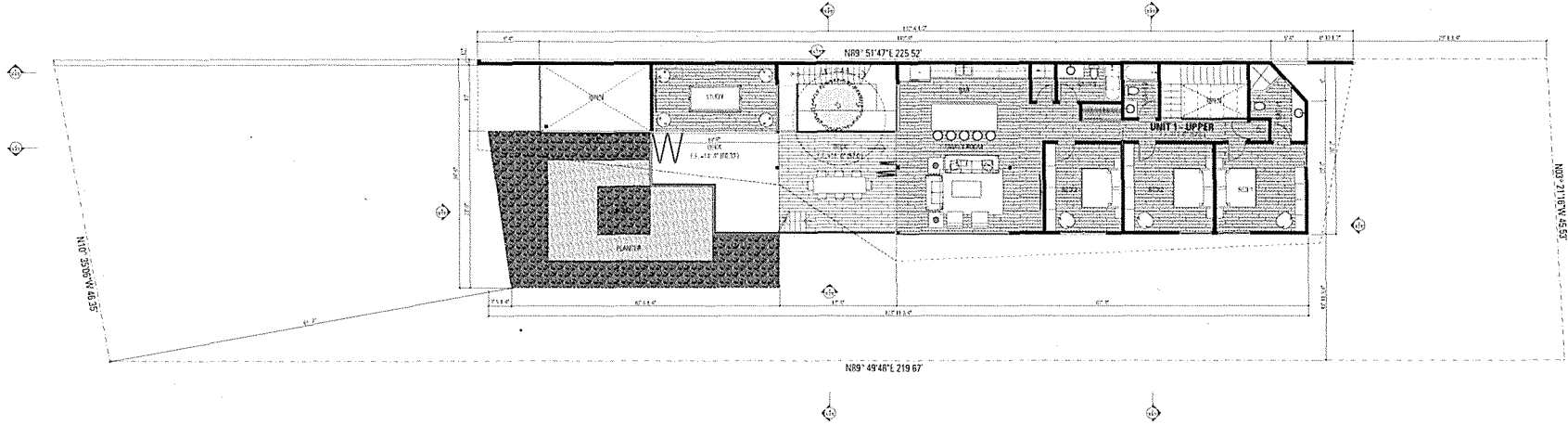
STEVENS AVE.
60 STEVENS AVE
SOLANA BEACH, CA



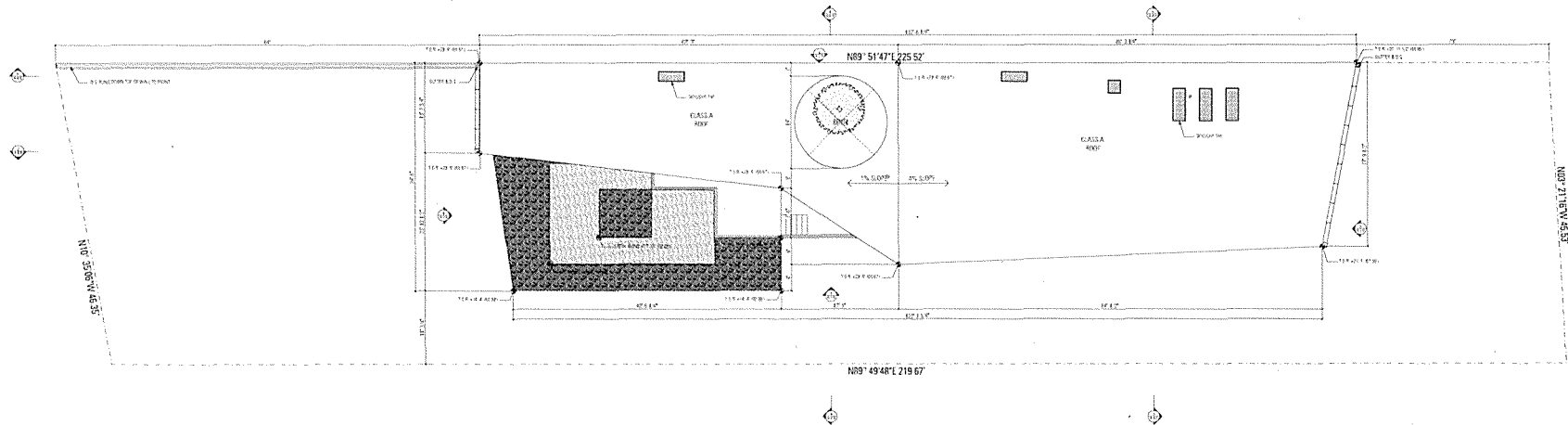
... NOT FOR ...
CONSTRUCTION

Parking Plan & Ground Plan
DEVELOPMENT REVIEW PACKAGE

A 2.0
5/22/19



1 UPPER FLOOR PLAN
SCALE: 1/8" = 1'-0"



2 ROOF PLAN
SCALE: 1/8" = 1'-0"

* NOTE: ALL REQUIRED SETBACKS 0'-0"

600 Kernal Avenue
San Diego, California 92108
T (619) 232-0038
F (619) 232-8588

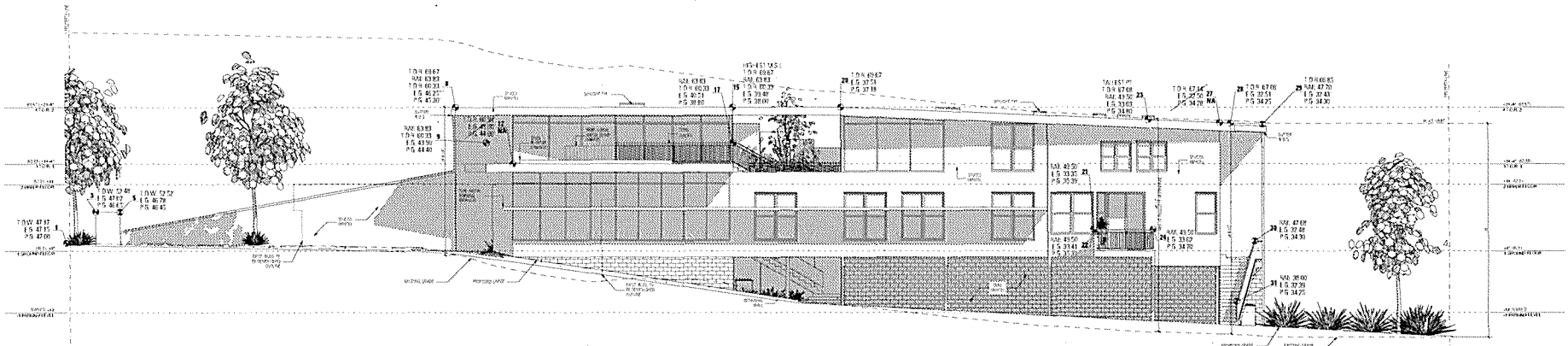
Rob Weingate Group, P.A.
215 12th Street
San Diego, California 92101
T (619) 232-0038
F (619) 232-8588

REGISTERED ARCHITECT
STATE OF CALIFORNIA
Rob Weingate Group, P.A.
Rob C. Weingate
RN 37267

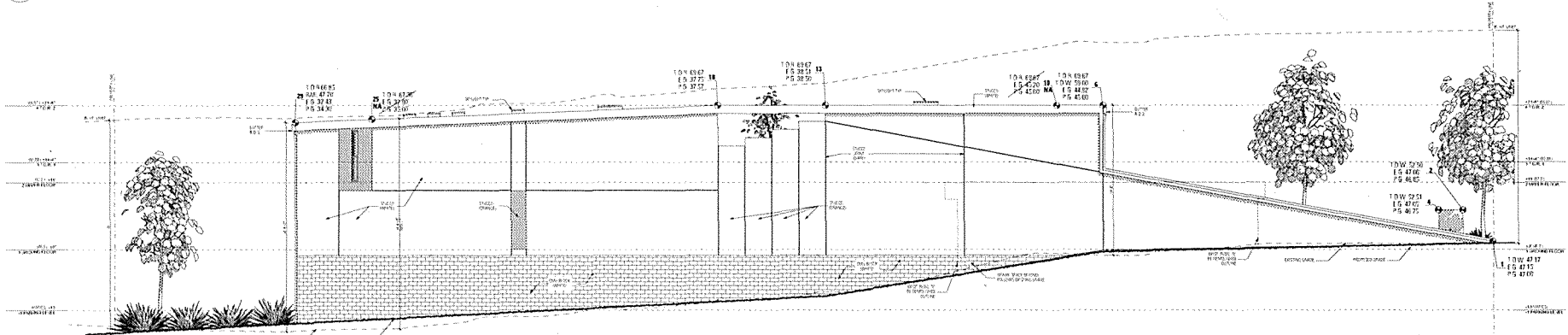
STEVENS AVE.
665 STEVENS AVE.
SUIYAMA BEACH, CA



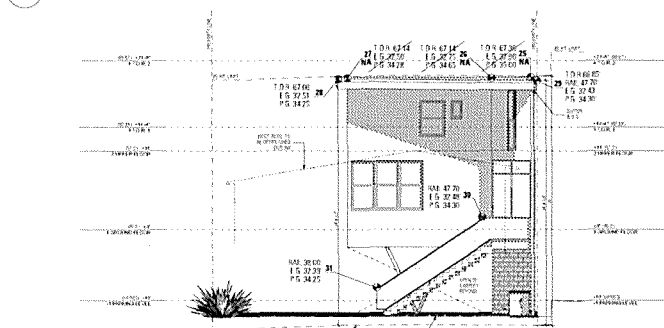
... NOT FOR ...
CONSTRUCTION



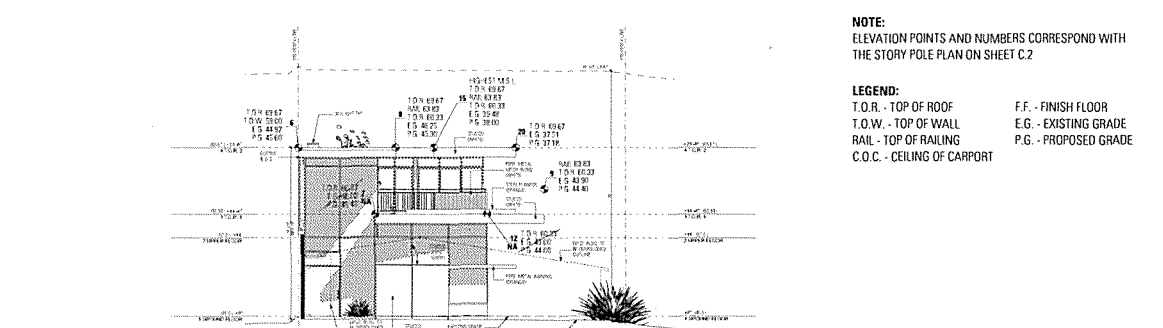
1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



3 EAST ELEVATION
SCALE: 1/8" = 1'-0"



4 WEST ELEVATION
SCALE: 1/8" = 1'-0"

NOTE:
ELEVATION POINTS AND NUMBERS CORRESPOND WITH
THE STORY POLE PLAN ON SHEET C.2

LEGEND:
T.O.R. - TOP OF ROOF
T.O.W. - TOP OF WALL
RAIL - TOP OF RAILING
C.O.C. - CEILING OF CARPORT
F.F. - FINISH FLOOR
E.G. - EXISTING GRADE
P.G. - PROPOSED GRADE

622 Norval Avenue
San Jose, California 95126
Tel: (408) 253-8888
Fax: (408) 253-8332

416 13th Street
San Jose, California 95131
Tel: (408) 253-0244
Fax: (408) 253-8966

Rob Wellington Quality, P.A.A.
Architectural/Planning

Rob Wellington
Architectural/Planning

Rob Wellington
Architectural/Planning

Rob Wellington
Architectural/Planning



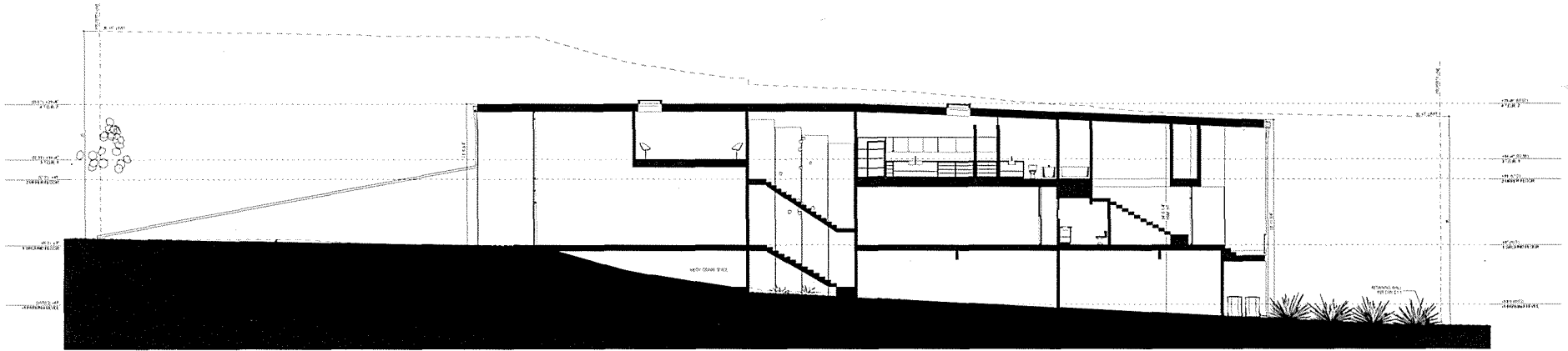
STEVENS AVE.
622 STEVENS AVE.
SOLANA BEACH, CA

NOT FOR CONSTRUCTION

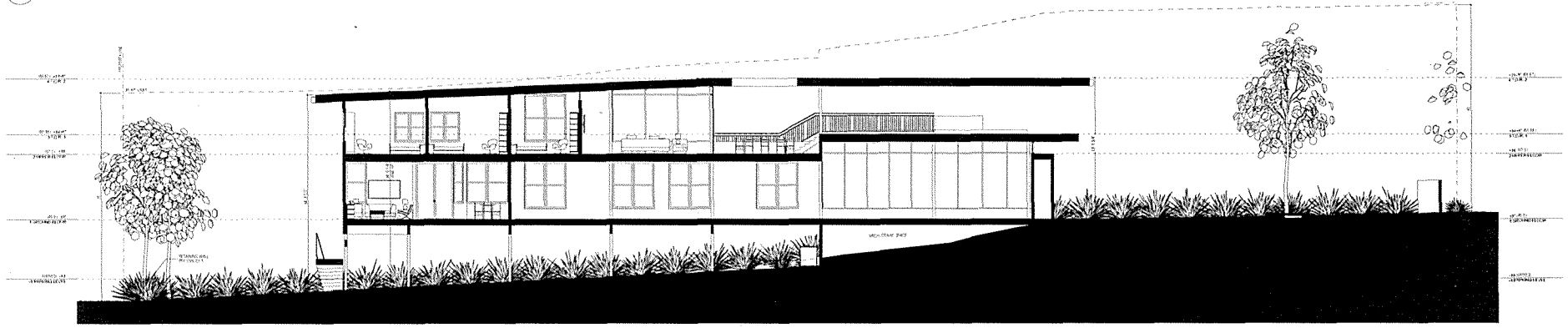
Exterior Elevations
DEVELOPMENT REVIEW PACKAGE

A 3.0
6/18/19

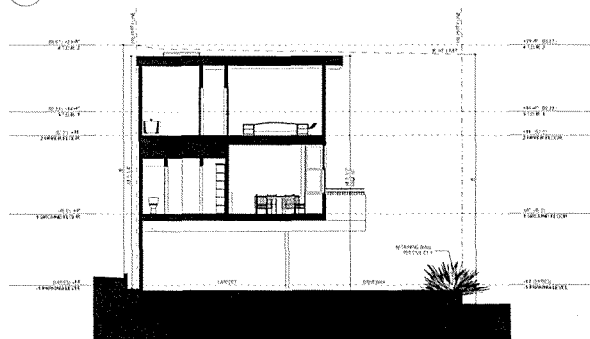
© 2019 Rob Wellington Quality, P.A.A. All drawings and specifications are property of Rob Wellington Quality, P.A.A. and shall remain the confidential property of Rob Wellington Quality, P.A.A.



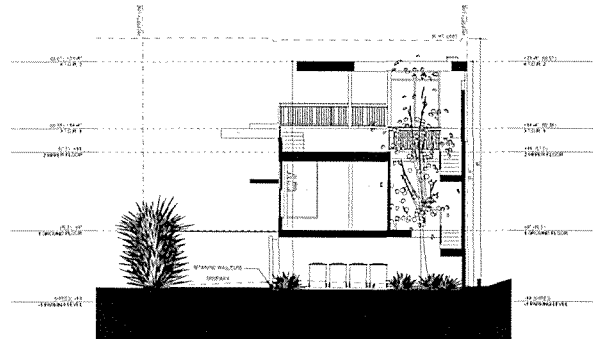
1 SECTION
SCALE: 1/8" = 1'-0"



2 SECTION
SCALE: 1/8" = 1'-0"



3 SECTION
SCALE: 1/8" = 1'-0"



4 SECTION
SCALE: 1/8" = 1'-0"

600 Grand Avenue
 Suite 200
 San Marcos, California 92101
 T (818) 235-0568
 F (818) 235-8566

Rob Whittington Design, P.A.
 415 12th Street
 Suite 200
 San Marcos, California 92101
 T (818) 235-0568
 F (818) 235-8566



STEVENS AVE.
 600 STEVENS AVE
 SUONA BEACH, CA

... NOT FOR ...
 CONSTRUCTION

Rob Wellington Quigley, FAIA
Architecture/Planning

San Diego
416 13th Street
San Diego California 92101
T (619) 232 0888
F (619) 232 8966

Palo Alto
660 Kendall Avenue
Palo Alto California 943016
T (650) 328 8030
F (650) 328 8032

August 20, 2019
City Council
City of Solana Beach
635 S. HWY 101
Solana Beach, CA 92075

Project: 652 Stevens Ave.

VARIANCE REQUEST FROM SBMC & OSPDM

The subject lot is zoned Commercial which by SBMC has minimum lot dimensions of 60' wide (street frontage, width interior, width corner) and 100' deep. This property is substandard in width by roughly 15' (25%) continuously for the entire depth of the property which is over 2x the minimum dimension (roughly 220'). The lot is not only extremely narrow and deep, it also slopes significantly downhill from front to rear. This all makes for a serious challenge when trying to fit sufficient program to make development of the property feasible as well as fitting the required pedestrian walkway, parking stalls, backup, drive aisle, fire access, planters, etc.

The proposed mixed use project consists of a structure with a dental office and one residential unit. We studied many site plan configurations while continuously cutting the program back in order to fit parking and provide appropriate fire access to the rear of the site. The small dental office commercial component alone requires 11 parking stalls which is far beyond what it will likely ever utilize. In the end we were only capable of getting to the F.A.R. density of .507 out of an allowable 1.2 (only 42%). We set the building back over 60' from the front property line to give relief to the street and work with the existing topography to tuck the majority of the parking out of view under the building. Much care and thought has gone into this design and it will be a great addition to Stevens Ave. and the City of Solana Beach.

The Off-Street Parking Design Manual requires perimeter buffers, backup areas, and a minimum landscape area based on the Vehicle Use Area (VUA). Our design is comprehensively consistent with the intent of the OSPDM while having to make a few deviations. Due to the substandard lot width, our proposal is deficient in the backup distance and perimeter planting/VUA compliant landscape area. This variance request asks for you to accept reduced backup distance/overhang, perimeter planter widths, and to count the reduced planter areas toward the required landscape area (itemized below).

1. 22' BACKUP DIMENSION TO INCLUDE OVERHANGING PLANTER

Due to the significantly reduced width of the subject property fitting the required pedestrian walkway, parking stalls, backup, drive aisle, and planters is nearly impossible. For parking spaces 1, 2, 3, 4, 5 the backup distance required for 90 degree parking of 22' will not fit with the required 3' planter on the South property line. We are requesting that these spaces backup distance include capturing 1'-2' of bumper overhang into the required planter. This is in keeping with the intent of the OSPDM and utilizes the same concept as the wheel stop overhang which is 3' back from the front of the required stall (OSPDM Section 1.K.8).

2. 3' PERIMETER PLANTER REDUCTION @ SOUTH SIDE YARD

Due to the significantly reduced width of the subject property fitting the required pedestrian walkway, parking stalls, backup, drive aisle, and planters is nearly impossible. We are requesting that the required 3' planter along the south property line be reduced to anywhere from 1'-6" to 3' in width (varies). The recent sidewalk improvements and curb cut for this property are within 1'-6" of the south property line and with accommodation of fire access requirements, parking etc we simply are not able to hit the 3' dimension in all locations. We also request that even though reduced in width these planters still qualify for use in VUA landscape requirement totals (see sheet T1.1). By only reducing the size of the planter and not requesting removal we are in keeping with the intent of the perimeter planter. "Perimeter planting brings relief from continuous areas of paving and also screens parked cars from view of the surrounding properties" (OSPDM Section 3.A.2).

3. 5' PERIMETER PLANTER REDUCTION BETWEEN STREET FRONTAGE/UNCOVERED PARKING

Due to the significantly reduced width of the subject property fitting the required pedestrian walkway, parking stalls, backup, drive aisle, and planters is nearly impossible. We are requesting that the required 5' planter between the property line and uncovered parking be reduced to anywhere from 1' to 5' in width (varies). The recent sidewalk improvements have provisions for a planter in the area directly in front of the parking stalls ranging from 2'-6" to 4'-6" in width (varies). When these landscaped areas in the R.O.W. are added to the planter inside the property line it combines to 5' for the majority of the area in front of the parking stalls. Furthermore, we incorporated an architectural feature/screen wall for bike parking that provides far greater visual relief from the surface parking than a planter. We also request that even though reduced in width these planters still qualify for use in VUA landscape requirement totals (see sheet T1.1). By only reducing the size of the planter, incorporating the R.O.W. planter, and adding a screen wall we are in keeping with the intent of the perimeter planters. "Perimeter planting brings relief from continuous areas of paving and also screens parked cars from view of the surrounding properties" (OSPDM Section 3.A.2).

Sincerely,
Jon Price
Project Manager

Katie Benson

From: Tracy Weiss <[REDACTED]>
Sent: Saturday, June 29, 2019 3:24 PM
To: Katie Benson
Subject: 652 Stevens

Dear Ms. Benson

I am part of Bluebird Properties which is located directly east of the project. We are at 641-649 Valley Ave. We are excited that Rob Quigley is the architect and anticipate an outstanding project. I don't know what the legal height limit is for the property or how high the pad will be after grading but I hope that the height does not exceed what is legally allowed. That is my only concern. Looking forward to hearing from you.

Sincerely,

Tracy Weiss
Bluebird Properties
649 Valley Ave., 'A'
Solana Beach, CA. 92075

Sent from my iPad



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: August 28, 2019
ORIGINATING DEPT: Community Development Department
SUBJECT: **Public Hearing: Request for a DRP and SDP to Construct a New Two-Story, Single-Family Residence, and attached garage and Perform Associated Site Improvements at 412 N. Acacia Avenue. (Case # 17-19-05 Applicant: Andy Hemmerich; APN: 263-053-14-00; Resolution No. 2019-115)**

BACKGROUND:

The Applicant, Andy Hemmerich, is requesting City Council approval of a Development Review Permit (DRP) and Structure Development Permit (SDP) to demolish an existing single-story, single-family residence and detached garage and construct a new two-story, single-family residence with an attached garage. The 4,996 square foot lot is located at 412 N. Acacia Avenue and is within both the Medium Residential (MR) Zone and the Scaled Residential Overlay Zone (SROZ).

The project proposes grading in the amounts of 228 cubic yards of cut and export. The maximum building height is proposed at 24.54 feet above the existing and proposed grade with the highest story pole measured to 80.84 feet above mean sea level (MSL). The project meets three thresholds for the requirement of a DRP, including: 1) an aggregate grading quantity in excess of 100 cubic yards; 2) construction in excess of 60 percent of the maximum allowable floor area; and 3) construction of a second story that exceeds 40% of the floor area of the first floor. The project requires a SDP because the proposed development exceeds 16 feet in height above the existing grade.

The issue before the Council is whether to approve, approve with conditions, or deny the Applicant's request as contained in Resolution 2019-115 (Attachment 1).

DISCUSSION:

The subject property is located on the east side of N. Acacia Avenue, between Solana Vista Drive to the north, West Cliff Street to the south and an unnamed alley to the east. The 4,996 square foot lot is rectangular in shape. The lot abuts residential properties to

CITY COUNCIL ACTION:

the north, west and south, with commercial properties across the unnamed alley to the east.

The topography of the subject site is predominately flat; however, the lot slopes downward from the unnamed alley in a westerly direction approximately 2 feet to the front property line. Grading is proposed that would decrease the existing grade towards the east of the property by 0.81 feet and increase the existing grade towards to west of the property by 0.25 feet. The grade elevation below the highest point of the proposed structure, from which height is measured, will remain unchanged.

The lot is currently developed with a 1,148 square foot one-story, single-family residence with a 360 square foot detached one-car garage. The Applicant proposes to demolish the existing residence and garage to construct a 2,464 square foot two-story, single-family residence with a 431 square foot attached garage. The project would also include associated site improvements including grading, a covered patio and landscaping. The project plans are provided in Attachment 2.

Table 1			
LOT INFORMATION			
Property Address:	412 N. Acacia Ave	Zoning Designation:	MR (5-7 du/ac)
Lot Size (Net):	4,996 ft ²	# of Units Allowed:	1 Dwelling Unit, 1 ADU
Max. Allowable Floor Area:	2,498 ft ²	# of Units Requested:	1 Dwelling Unit
Proposed Floor Area:	2,495 ft ²		
Below Max. Floor Area by:	3 ft ²	Setbacks:	Required Proposed
Max. Allowable Height:	25 ft.	Front* (W)	20 ft. 22.42 ft.
Max. Proposed Height:	24.54 ft.	Interior Side (N)	5 ft. 5.17 ft.
Highest Point/Ridge:	80.84 MSL	Interior Side (S)	5 ft. 5.25 ft.
Overlay Zone(s):	SROZ	Rear** (E)	25 ft. 22 ft.
* Reduced front yard setback (lot depth < 100 ft.) ** Residence: 25 ft., garage: 5 ft. per SBMC 17.20.030(D)(1)(d)			
PROPOSED PROJECT INFORMATION			
Floor Area Breakdown:			Required Permits:
Proposed First Floor:	1,367 ft ²	DRP: A DRP is required for a structure that exceeds 60% of the maximum allowable floor area, a second story that exceeds 40% of the first floor, and for grading in excess of 100 cubic yards (aggregate)	
Proposed Second Floor:	1,097 ft ²		
Proposed Garage:	431 ft ²		
Subtotal:	2,895 ft ²	SDP: A SDP is required for a new structure that exceeds 16 feet in height from the existing grade.	
Off Street Parking Exemption:	- 400 ft ²		
Total Floor Area:	2,495 ft²		
Proposed Grading: 228 cubic yards of cut and export			
Proposed Parking: 2-Car Garage			Existing Development:
Proposed Fences and Walls: Yes			One-story, single-family residence with a detached one-car garage
Proposed Accessory Dwelling Unit: No			
Proposed Accessory Structure: No			

Development Review Permit Compliance (SBMC Section 17.68.40):

A DRP is required for the following reasons: 1) the proposal includes an aggregate grading quantity that exceeds 100 cubic yards of grading; 2) for the construction of a residence in excess of 60% of the maximum allowable floor area; and 3) the construction of a second story that exceeds 40% of the first level floor area.

In addition to meeting zoning requirements, the project must also be found in compliance with development review criteria. The following is a list of the development review criteria topics:

1. Relationship with Adjacent Land Uses
2. Building and Structure Placement
3. Landscaping
4. Roads, Pedestrian Walkways, Parking, and Storage Areas
5. Grading
6. Lighting
7. Usable Open Space

The following is a discussion of the findings for a DRP as each applies to the proposed project as well as references to recommended conditions of approval contained in Resolution 2019-115. The Council may approve, or conditionally approve, a DRP only if all of the findings listed below can be made:

1. The proposed development is consistent with the general plan and all applicable requirements of the zoning ordinance including special regulations, overlay zones, and specific plans.
2. The proposed development complies with the development review criteria.
3. All required permits and approvals issued by the city, including variances, conditional use permits, comprehensive sign plans, and coastal development permits have been obtained prior to or concurrently with the development review permit.
4. If the development project also requires a permit or approval to be issued by a state or federal agency, the city council may conditionally approve the development review permit upon the Applicant obtaining the required permit or approval from the other agency.

If the above findings cannot be made, the Council shall deny the DRP.

In addition to meeting zoning requirements, the project must also be found in compliance with development review criteria. The following is a discussion of the applicable development review criteria as they relate to the proposed project.

Relationship with Adjacent Land Uses:

The property is located within the MR Zone. The surrounding neighborhood consists of a mix of properties that are one- and two-story single-family residences. The project site is currently developed with a one-story, single-family residence and detached one-car garage, which would be demolished entirely. The Applicant proposes to construct a replacement, two-story residence with an attached two-car garage.

As designed, the project is consistent with the permitted uses for the MR Zone as described in Solana Beach Municipal Code (SBMC) Sections 17.20.010 and 17.12.020, which permits one single-family residence and one ADU per lot. The property is designated Medium Density Residential in the General Plan and intended for single- and multi-family residential development with a maximum density of five to seven dwelling units per acre. The proposed development could be found to be consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

The property is not located within any of the City's Specific Plan areas; however, it is located within the boundaries of the SROZ and within the Coastal Zone. The project has been evaluated, and could be found to be in conformance with, the regulations of the SROZ.

Building and Structure Placement:

The site is currently developed with a one-story, single-family residence with a detached one-car garage. The Applicant proposes to demolish the existing residence and garage and reconstruct a two-story, single-family residence in the same general footprint as the existing residence. The Applicant proposes to construct a new 431 square foot attached two-car garage, east of the proposed two-story, single-family residence. The garage would be located towards the northeast corner of the lot and would be accessed from the unnamed alley to the east. SBMC 17.20.030(D)(1)(g) indicates that:

On residential lots abutting a public street on one side and an alley on the opposite side, attached garages may be built in the yard adjacent to the alley in accordance with detached accessory structure standards contained in SBMC 17.20.020(C)(3).

According to SBMC 17.20.020(C)(3), detached accessory structures are required to conform to all front and side yard setbacks, however they may encroach into the required rear yard setback provided that they maintain a 5-foot setback from the rear property line. In addition, the detached accessory structure cannot take up more than 30% of the rear yard area and cannot be more than one third of the lot width, except for a maximum 24-foot wide by 20-foot deep garage on residential property on an alley adjacent to commercial property. The structure cannot be more than 12 feet in height where located within the rear yard setback. As designed, the proposed garage is 20.54 feet wide by 21 feet deep. The portion of the garage that projects into the rear yard setback is 20.54 feet

wide by 3 feet deep, 11.9 feet high and is therefore, in compliance with the specific development regulations of the Municipal Code. Furthermore, the proposed garage would take up 62 square feet of the total 1,250 rear yard area or 5%.

The MR Zone requires 25-foot front and rear yard setbacks and 5-foot interior side yard setbacks. However, when a lot has a depth of less than 100 feet the minimum required front yard shall be reduced to 20 feet. The subject property has a lot depth of 99.76 feet, therefore the front yard setback is reduced to 20. The proposed residence is set back 22.42 feet from the front property line, 5.17 feet from the north side property line, and 5.25 feet from the south side property line. The attached garage is set back 22 feet from the rear property line and the remainder of the residence complies with the 25-foot rear yard setback.

The Applicant is proposing to construct a 1,367 square foot first floor, which would consist of a kitchen, dining room, living room, bedroom, bathroom and laundry room. The proposed two-car garage would be attached to the first floor. The new 1,097 square foot second floor would include two bedrooms, one bathroom, and a master suite.

The SBMC parking regulations require two off-street parking spaces per single-family residence. The SBMC indicates that when required spaces are provided in a garage, up to 200 square feet of floor area is exempted for each required space. The site is required to provide two parking spaces; therefore, the project is afforded a 400 square-foot exemption, and the total proposed floor area would be 2,495 square feet, which is the 3 square feet less than the maximum allowable floor area for the 4,996 square-foot lot pursuant to the SROZ. The maximum floor area calculation for this project is as follows:

0.500 for first 6,000 ft ²	$2,498$ ft ²
Total Allowable Floor Area:	$2,498$ ft ²

The proposed project, as designed, meets the minimum required setbacks and is at the maximum allowable floor area for the property.

Neighborhood Comparison:

Staff compared the proposed project to 29 other properties within the Cliff Street and Solana Vista Drive neighborhood as shown on the following map:

Table 2						
#	Property Address	Lot Size in ft2 (GIS)	Existing ft2 Onsite (Assessor's)	Proposed / Recently Approved ft ²	Max. Allowable ft ²	Zone
1	202 SOLANA VISTA DR	5,400	1,718		2,700	MR
2	204 SOLANA VISTA DR	5,500	1,661		2,750	MR
3	116 SOLANA VISTA DR	5,300	2,500		2,650	MR
4	506 N ACACIA AVE	5,200	1,008		2,600	MR
5	424 PACIFIC AVE	7,100	1,026		3,193	MR
6	215 SOLANA VISTA DR	6,100	1,080		3,018	MR
7	209 SOLANA VISTA DR	6,100	1,076		3,018	MR
8	423 N ACACIA AVE	6,000	3,238		3,000	MR
9	419 N ACACIA AVE	8,900	3,208		3,508	MR
10	415 N ACACIA AVE	7,600	4,816		3,280	MR
11	411 N ACACIA AVE	5,700	1,042		2,850	MR
12	409 N ACACIA AVE	6,100	1,424		3,018	MR
13	202 W CLIFF ST	7,100	2,619		3,193	MR
14	222 W CLIFF ST	6,900	3,242		3,158	MR
15	230 W CLIFF ST	7,800	2,061		3,315	MR
16	408 PACIFIC AVE	6,000	2,165		3,000	MR
17	414 PACIFIC AVE	6,000	3,155		3,000	MR
18	420 PACIFIC AVE	7,300	1,986		3,228	MR
19	440 N ACACIA AVE	5,400	1,646		2,700	MR
20	406 N ACACIA AVE	4,500	1,841		2,250	MR
21	410 N ACACIA AVE	4,900	1,716		2,450	MR
22	412 N ACACIA AVE	4,996	1,128	2,464	2,498	MR
23	416 N ACACIA AVE	5,000	1,764		2,500	MR
24	420 N ACACIA AVE	5,000	1,046		2,500	MR
25	430 N ACACIA AVE	5,000	903		2,500	MR
26	400 N ACACIA AVE	Not Available	1,656		Not Available	MR
27	402 N ACACIA AVE	7,306	2,058		3,229	MR
28	372 N SIERRA AVE	4,800	956		2400	MR
29	366 N SIERRA AVE	4,000	875		2000	MR
30	201 W CLIFF ST	6,700	3,000		3,123	MR

Fences, Walls and Retaining Walls:

Within the front yard setback area, SBMC Section 17.20.040(O) allows fences and walls, or any combination thereof, to be no higher than 42 inches in height as measured from existing grade, except for an additional two feet of fence that is at least 80% open to light. However, one walkway feature is allowed up to a maximum height of 6 feet provided 50% of this feature is open to light and air and also allows one driveway architectural feature

up to a maximum height of 10 feet provided at least 50% of the area of this feature is open to light and air. Fences, walls and retaining walls located within the rear and interior side yards are allowed to be up to six feet in height with an additional 2 feet that is 50% open to light and air.

The Applicant is proposing a new 8-foot concrete masonry unit (CMU) wall/wood fence along the rear property line, adjacent to the unnamed alley. A new 6-foot sliding vehicular gate and pedestrian gate is also proposed along the rear property line, adjacent to the unnamed alley. The Applicant proposes to maintain the existing wood fencing along the south property line. The existing fences and walls comply with the requirements of SBMC 17.20.040(O) and 17.60.070(C). If the Applicant decides to modify any of the existing fences and walls or construct additional fences and walls on the project site, a condition of project approval indicates that they would be required to be in compliance with the Municipal Code.

Landscape:

The project is subject to the current water efficient landscaping regulations of SBMC Chapter 17.56. According to SBMC Section 17.56.040, the regulations apply to modified irrigated landscape areas that exceed 500 square feet. The Applicant proposes to modify 2,270 square feet of irrigated landscape area.

The Applicant provided a conceptual landscape plan that has been reviewed by the City's third-party landscape architect, who has recommended approval. The Applicant will be required to submit detailed construction landscape drawings that will be reviewed by the City's third-party landscape architect for conformance with the conceptual plan. In addition, the City's third-party landscape architect will perform inspections during the construction phase of the project. A separate condition has been added to require that native or drought-tolerant and non-invasive plant materials and water-conserving irrigation systems are required to be incorporated into the landscaping to the extent feasible.

Parking:

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. The Applicant is proposing to construct an attached, two-car garage and storage area accessed by an unnamed alley along the east portion of the property. SBMC Section 17.08.030 indicates that required parking up to 200 square feet per parking space provided in a garage is exempt from the floor area calculation. The proposed garage would provide two parking spaces, which is permitted pursuant to OSPDM Section 1(L)(6). Two spaces are required, therefore, the garage area of 400 square feet is exempt from the project's floor area calculation.

Grading:

The project proposes grading in the amounts of 228 cubic yards of cut and export in order to construct the proposed addition and perform associated site improvements.

Lighting:

A condition of project approval is that all new exterior lighting fixtures comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060). All light fixtures shall be shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.

Usable Open Space:

The project consists of the construction of a replacement two-story, single-family residence with an attached garage; therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040.

Structure Development Permit Compliance:

The proposed structure exceeds 16 feet in height above the existing grade, therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicant was required to complete the SDP process. The Story Pole Height Certification was certified by a licensed land surveyor on May 29, 2019 showing a maximum building height of 24.54 feet above the existing and proposed grade. Notices were mailed to property owners and occupants within 300 feet of the project site establishing a deadline to file for View Assessment by July 15, 2019. No applications for View Assessment were received. Therefore, if the Council is able to make the required findings to approve the DRP, the SDP would be approved administratively.

As a condition of approval, a height certification prepared by a licensed land surveyor will be required prior to the framing inspection certifying that the maximum height of the proposed addition will not exceed 24.54 feet above the proposed grade or 80.84 feet above MSL, which is the maximum proposed structure height reflected on the project plans.

In conclusion, the proposed project, as conditioned, could be found to be consistent with the Zoning regulations and the General Plan. Staff has prepared draft findings for approval of the project in the attached Resolution 2019-115 for Council's consideration based upon the information in this report. The applicable SBMC sections are provided in italicized text and conditions from the Community Development, Engineering, and Fire Departments are incorporated in the Resolution of Approval. Additionally, as a condition of project approval, the Applicant would be required to obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of a Building Permit. The Council may direct Staff to modify the Resolution to reflect the findings and conditions it deems appropriate as a result of the public hearing process. If the Council determines the project is to be denied, Staff will prepare a Resolution of Denial for adoption at a subsequent Council meeting.

PUBLIC HEARING NOTICE:

Notice of the City Council Public Hearing for the project was published in the Union Tribune more than 10 days prior to the public hearing. The same public notice was mailed to property owners and occupants within 300 feet of the proposed project site on August 16, 2019. As of the date of preparation of this Staff Report, Staff has not received any formal correspondence from neighbors or interested parties in support of, or in opposition to, the proposed project.

CEQA COMPLIANCE STATEMENT:

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15303 of the State CEQA Guidelines. Class 3 consists of construction and location of limited numbers of new, small facilities or structures. Examples of this exemption include one single-family residence or second dwelling unit in a residential zone. In urbanized areas, up to three-single-family residences may be constructed or converted under this exemption.

FISCAL IMPACT: N/A

WORK PLAN: N/A

OPTIONS:

- Approve Staff recommendation adopting the attached Resolution 2019-115.
- Approve Staff recommendation subject to additional specific conditions necessary for the City Council to make all required findings for the approval of a SDP and DRP.
- Deny the project if all required findings for the DRP cannot be made.


DEPARTMENT RECOMMENDATION:

The proposed project meets the minimum objective requirements under the SBMC, may be found to be consistent with the General Plan and may be found, as conditioned, to meet the discretionary findings required as discussed in this report to approve a DRP and administratively issue a SDP. Therefore, Staff recommends that the City Council:

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.
2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt Resolution 2019-115 conditionally approving a DRP and an SDP to construct a new two-story single-family residence with an attached garage and perform associated site improvements 412 N. Acacia Avenue, Solana Beach.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2019-115
2. Project Plans

RESOLUTION NO. 2019-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A DEVELOPMENT REVIEW PERMIT AND AN ADMINISTRATIVE STRUCTURE DEVELOPMENT PERMIT TO CONSTRUCT A NEW TWO-STORY SINGLE-FAMILY RESIDENCE WITH ATTACHED GARAGE AND PERFORM ASSOCIATED SITE IMPROVEMENTS AT 412 N. ACACIA AVENUE, SOLANA BEACH

APPLICANT: Andy Hemmerich
CASE NO.: 17-19-05 DRP/SDP

WHEREAS, Andy Hemmerich (hereinafter referred to as “Applicant”), has submitted an application for a Development Review Permit (DRP) and Structure Development Permit (SDP) pursuant to Title 17 (Zoning) of the Solana Beach Municipal Code (SBMC); and

WHEREAS, the Public Hearing was conducted pursuant to the provisions of Solana Beach Municipal Code Section 17.72.030; and

WHEREAS, at the Public Hearing on August 28, 2019, the City Council received and considered evidence concerning the proposed application; and

WHEREAS, the City Council found the application request exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and

WHEREAS, this decision is based upon the evidence presented at the hearing, and any information the City Council gathered by viewing the site and the area as disclosed at the hearing.

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

- I. That the foregoing recitations are true and correct.
- II. That the request for a DRP and a SDP to construct a new two-story single-family residence with an attached garage and perform associated site improvements 412 N. Acacia Avenue, is conditionally approved based upon the following Findings and subject to the following Conditions:
- III. FINDINGS
 - A. In accordance with Section 17.68.040 (Development Review Permit) of the City of Solana Beach Municipal Code, the City Council finds the following:
 - I. *The proposed project is consistent with the General Plan and all applicable requirements of SBMC Title 17 (Zoning Ordinance), including special regulations, overlay zones and specific plans.*

General Plan Consistency: The project, as conditioned, is consistent with the City's General Plan designation of Medium Density Residential, which allows for single- and multi-family residential development with a maximum density range of five to seven dwelling units per acre. The development is also consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

Zoning Ordinance Consistency: The project is consistent with all applicable requirements of the Zoning Ordinance (Title 17) (SBMC 17.20.030 and 17.48.040), which delineates maximum allowable Floor Area Ratio (FAR), Permitted Uses and Structures (SBMC Section 17.20.020) which provides for uses of the property for a single-family residence. Further, the project adheres to all property development regulations established for the Medium Residential (MR) Zone and cited by SBMC Section 17.020.030.

The project is consistent with the provisions for minimum yard dimensions (i.e., setbacks) and the maximum allowable Floor Area Ratio (FAR), maximum building height, and parking requirements.

II. *The proposed development complies with the following development review criteria set forth in Solana Beach Municipal Code Section 17.68.040.F:*

- a. *Relationship with Adjacent Land Uses: The development shall be designed in a manner compatible with and complementary to existing development in the immediate vicinity of the project site and the surrounding neighborhood. The development as proposed shall also be compatible in scale, apparent bulk, and massing with such existing development in the surrounding neighborhood. Site planning on or near the perimeter of the development shall give consideration to the protection of surrounding areas from potential adverse effects.*

The subject site is located within the Medium Residential (MR) Zone. The surrounding neighborhood consists of a mix of one- and two-story single-family residences. The project site is currently developed with a single-story, single-family residence and detached one-car garage, which will be demolished entirely. The Applicant proposes to construct a replacement, two-story residence with an attached two-car garage.

As designed, the project is consistent with the permitted uses for the MR Zone as described in Solana Beach Municipal Code (SBMC) Sections 17.20.010 and 17.12.020, which permits one single-family residence and one ADU per lot. The property is designated Medium Density Residential in the General Plan and

intended for single- and multi-family residential development with a maximum density of five to seven dwelling units per acre. The proposed development could be found to be consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

The property is not located within any of the City's Specific Plan areas; however, it is located within the boundaries of the SROZ and within the Coastal Zone. The project has been evaluated, and is in conformance with, the regulations of the SROZ. As a condition of project approval, the Applicant is required to obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of a Building Permit.

- b. *Building and Structure Placement: Buildings and structures shall be sited and designed to minimize adverse impacts on the surrounding properties and designed in a manner which visually and functionally enhance their intended use and complement existing site topography. Multi-family residential buildings shall be sited to avoid crowding and to allow for a functional use of the space between buildings.*

The site is currently developed with a one-story, single-family residence with a detached one-car garage. The Applicant proposes to demolish the existing residence and garage and reconstruct a two-story, single-family residence in the same general footprint as the existing residence. The Applicant proposes to construct a new 431 square foot attached two-car garage, east of the proposed two-story, single-family residence. The garage would be located towards the northeast corner of the lot and would be accessed from the unnamed alley to the east. SBMC 17.20.030(D)(1)(g) indicates that:

On residential lots abutting a public street on one side and an alley on the opposite side, attached garages may be built in the yard adjacent to the alley in accordance with detached accessory structure standards contained in SBMC 17.20.020(C)(3).

According to SBMC 17.20.020(C)(3), detached accessory structures are required to conform to all front and side yard setbacks, however they may encroach into the required rear yard setback provided that they maintain a 5-foot setback from the rear property line. In addition, the detached accessory structure cannot take up more than 30% of the rear yard area

and cannot be more than one third of the lot width, except for a maximum 24-foot wide by 20-foot deep garage on residential property on an alley adjacent to commercial property. The structure cannot be more than 12 feet in height where located within the rear yard setback. As designed, the proposed garage is 20.54 feet wide by 21 feet deep. The portion of the garage that projects into the rear yard setback is 20.54 feet wide by 3 feet deep, 11.9 feet high and is therefore, in compliance with the specific development regulations of the Municipal Code. Furthermore, the proposed garage would take up 62 square feet of the total 1,250 rear yard area or 5 percent.

The MR Zone requires 25-foot front and rear yard setbacks and 5-foot interior side yard setbacks. However, when a lot has a depth of less than 100 feet the minimum required front yard shall be reduced to 20 feet. The subject property has a lot depth of 99.76 feet, therefore the front yard setback is reduced to 20. The proposed residence is set back 22.42 feet from the front property line, 5.17 feet from the north side property line, and 5.25 feet from the south side property line. The attached garage is set back 22 feet from the rear property line and the remainder of the residence would comply with the required 25-foot rear yard setback.

The Applicant is proposing to construct a 1,367 square foot first floor, which will consist of a kitchen, dining room, living room, bedroom, bathroom and laundry room. The proposed two-car garage will be attached to the first floor. The new 1,097 square foot second floor will include two bedrooms, one bathroom, and a master suite.

The SBMC parking regulations require two off-street parking spaces per single-family residence. The SBMC indicates that when required spaces are provided in a garage, up to 200 square feet of floor area is exempted for each required space. The site is required to provide two parking spaces; therefore, the project is afforded a 400 square-foot exemption, and the total proposed floor area would be 2,495 square feet, which is 3 square feet less than the maximum allowable floor area for the 4,996 square-foot lot pursuant to the SROZ. The maximum floor area calculation for this project is as follows:

<u>0.500 for first 6,000 ft²</u>	<u>2,498 ft²</u>
Total Allowable Floor Area:	2,498 ft ²

The proposed project, as designed, meets the minimum required setbacks and is at the maximum allowable floor area for the property.

- c. *Landscaping: The removal of significant native vegetation shall be minimized. Replacement vegetation and landscaping shall be compatible with the vegetation of the surrounding area. To the maximum extent practicable, landscaping and plantings shall be used to screen parking areas, storage areas, access roads, and other service uses of the site. Trees and other large plantings shall not obstruct significant views when installed or at maturity. Drought tolerant plant materials and water conserving irrigation systems shall be incorporated into all landscaping plans.*

The project is subject to the current water efficient landscaping regulations of SBMC Chapter 17.56. According to SBMC Section 17.56.040, the regulations apply to modified irrigated landscape areas that exceed 500 square feet. The Applicant proposes to modify 2,270 square feet of irrigated landscape area.

The Applicant provided a conceptual landscape plan that has been reviewed by the City's third-party landscape architect, who has recommended approval. The Applicant will be required to submit detailed construction landscape drawings that will be reviewed by the City's third-party landscape architect for conformance with the conceptual plan. In addition, the City's third-party landscape architect will perform inspections during the construction phase of the project. A separate condition has been added to require that native or drought-tolerant and non-invasive plant materials and water-conserving irrigation systems are required to be incorporated into the landscaping to the extent feasible.

- d. *Roads, Pedestrian Walkways, Parking and Storage Areas: Any development involving more than one building or structure shall provide common access roads and pedestrian walkways. Parking and outside storage areas, where permitted, shall be screened from view, to the extent feasible, by existing topography, by the placement of buildings and structures, or by landscaping and plantings.*

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. The Applicant is proposing to construct an attached, two-car garage and storage area accessed by an unnamed alley along the east portion of the property. SBMC Section 17.08.030 indicates that required parking up to 200 square feet per parking space provided in a garage is exempt from the floor area calculation. The proposed garage will provide two parking spaces, which is permitted pursuant to OSPDM

Section 1(L)(6). Two spaces are required, therefore, the garage area of 400 square feet is exempt from the project's floor area calculation.

- e. *Grading: To the extent feasible, natural topography and scenic features of the site shall be retained and incorporated into the proposed development. Any grading or earth-moving operations in connection with the proposed development shall be planned and executed so as to blend with the existing terrain both on and adjacent to the site. Existing exposed or disturbed slopes shall be landscaped with native or naturalized non-native vegetation and existing erosion problems shall be corrected.*

The project proposes grading in the amounts of 228 cubic yards of cut and export in order to construct the proposed addition and perform associated site improvements.

- f. *Lighting: Light fixtures for walkways, parking areas, driveways, and other facilities shall be provided in sufficient number and at proper locations to assure safe and convenient nighttime use. All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding areas per SBMC 17.60.060 (Exterior Lighting Regulations).*

All new exterior lighting fixtures shall comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060). All light fixtures shall be shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.

- g. *Usable Open Space: Recreational facilities proposed within required usable open space shall be located and designed to maintain essential open space values.*

The project consists of the construction of a new single-family residence, therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040.

- III. *All required permits and approvals including variances, conditional use permits, comprehensive sign plans, and coastal development permits have been obtained prior to or concurrently with the development review permit.*

All required permits are being processed concurrently with the Development Review Permit.

- IV. *If the development project also requires a permit or approval to be issued by a state or federal agency, the city council may conditionally approve the development review permit upon the Applicants obtaining the required permit or approval from the other agency.*

The Applicant shall obtain approval from the California Coastal Commission prior to issuance of Building Permits.

- B. In accordance with Section 17.63.040 (Structure Development Permit) of the Solana Beach Municipal Code, the City Council finds the following:

The proposed structure exceeds 16 feet in height above the existing grade, therefore, the project shall comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicant was required to complete the SDP process. The Story Pole Height Certification was certified by a licensed land surveyor on May 29, 2019 showing a maximum building height of 24.54 feet above the existing and proposed grade. Notices were mailed to property owners and occupants within 300 feet of the project site establishing a deadline to file for View Assessment by July 15, 2019. No applications for View Assessment were received. Therefore, if the Council is able to make the required findings to approve the DRP, the SDP would be approved administratively.

As a condition of approval, a height certification prepared by a licensed land surveyor will be required prior to the framing inspection certifying that the maximum height of the proposed addition will not exceed 24.54 feet above the proposed grade or 80.84 feet above MSL, which is the maximum proposed structure height reflected on the project plans.

IV. CONDITIONS

Prior to use or development of the property in reliance on this permit, the Applicant shall provide for and adhere to the following conditions:

- A. Community Development Department Conditions:
- I. The Applicant shall pay required Fire Mitigation, Park Development and Public Use Facilities Impact Fees, as established by SBMC Chapter 15.60, Chapter 15.65, Chapter 15.66, and Resolution 2018-147.
 - II. Building Permit plans must be in substantial conformance with the architectural plans presented to the City Council on August 28, 2019, and located in the project file with a submittal date of August 20, 2019.
 - III. Prior to requesting a framing inspection, the Applicant shall be required to submit a height certification, signed by a licensed land surveyor,

certifying that the building envelope (which is represented by the story poles) is in conformance with the plans as approved by the City Council on August 28, 2019 and the certified story pole plot plan, and will not exceed 24.54 feet in height from the proposed grade or 80.84 feet above MSL.

- IV. Any proposed onsite fences, walls and retaining walls and any proposed railing located on top, or any combination thereof, shall comply with applicable regulations of SBMC Section 17.20.040 and 17.60.070 (Fences and Walls).
 - V. The Applicant shall obtain required California Coastal Commission (CCC) approval of a Coastal Development Permit, Waiver or Exemption as determined necessary by the CCC, prior to the issuance of a grading or building permit.
 - VI. Native or drought tolerant and non-invasive plant materials and water conserving irrigation systems shall be incorporated into any proposed landscaping and compatible with the surrounding area to the extent feasible.
 - VII. Any new exterior lighting fixtures shall be in conformance with the City-Wide Lighting Regulations of SBMC 17.60.060.
 - VIII. All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities that render them detrimental to the surrounding area.
 - IX. Construction vehicles shall be parked on the subject property at all times when feasible. If construction activity prohibits parking on the subject property, the Applicant shall ensure construction vehicles are parked in such a way to allow sufficient vehicular access on N. Sierra Avenue and minimize impact to the surrounding neighbors.
 - X. The Applicant shall connect to temporary electrical service as soon as feasible to the satisfaction of the City.
- B. Fire Department Conditions:
- I. GATES: All gates or other structures or devices, which could obstruct fire access roadways or otherwise hinder emergency operations, are prohibited unless they meet standards approved by the Fire Department. An approved emergency key-operated switch and/or an approved emergency traffic control-activating strobe light sensor shall be installed per Solana Beach Fire Department standards.
 - II. OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION: All roadways shall be a minimum of 20 feet in width during construction and maintained free and clear, including the parking of vehicles, in

accordance with the California Fire Code and the Solana Beach Fire Department.

- III. ADDRESS NUMBERS: STREET NUMBERS: Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background and shall meet the following minimum standards as to size: 4 inches high with a ½ inch stroke width for residential buildings, 8 inches high with a ½ inch stroke for commercial and multi-family residential buildings, and 12 inches high with a 1 inch stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear access doors, building corners, and entrances to commercial centers.
- IV. AUTOMATIC FIRE SPRINKLERS SYSTEM-ONE AND TWO FAMILY DWELLINGS: Structures shall be protected by an automatic sprinkler system designed and installed to the satisfaction of the Fire Department. Plans for the automatic fire sprinkler system shall be approved by the Fire Department prior to installation.
- V. CLASS "A" ROOF: All structures shall be provided with a Class "A" Roof covering to the satisfaction of the Solana Beach Fire Department.

C. Engineering Department Conditions:

- I. The existing fence along Acacia Avenue shall be removed and replaced 2 feet off the property line to the west. The Applicant may apply for an Encroachment Permit to construct portions of the fence/pavers in the public right-of-way.
- II. Obtain an Encroachment permit in accordance with Chapter 11.20 of the Solana Beach Municipal Code, prior to the demolition and construction of any improvements within the public right-of-way including the following as shown on the Preliminary Grading Plan prepared by Rancho Costal Engineering & Surveying dated 7/30/2019:
 - a. Construction of sidewalk underdrains.
 - b. Concrete walkway steps.
- III. All proposed improvements within the public right-of-way shall comply with City standards including, but not limited to the, Off-Street Parking Design Manual.
- IV. An Encroachment Maintenance Removal Agreement (EMRA) shall be required for the fence, walkway pavers, and trees along Acacia Ave.

- V. All construction demolition materials shall be recycled according to the City's Construction and Demolition recycling program and an approved Waste Management Plan shall be submitted.
- VI. Construction fencing shall be located on the subject property unless the Applicant has obtained an Encroachment Permit in accordance with chapter 11.20 of the Solana Beach Municipal Code which allows otherwise.
- VII. Obtain a Grading Permit in accordance with Chapter 15.40 of the Solana Beach Municipal Code. Conditions prior to the issuance of a grading permit shall include, but not be limited to, the following:
 - a. The grading plan shall be prepared by a Registered Civil Engineer and approved by the City Engineer. On-site grading design and construction shall be in accordance with Chapter 15.40 of the Solana Beach Municipal Code.
 - b. A Soils Report shall be prepared by a Registered Soils Engineer and approved by the City Engineer. All necessary measures shall be taken and implemented to assure slope stability, erosion control and soil integrity. The grading plan shall incorporate all recommendations contained in the soils report.
 - c. Provide a certification letter prepared by a Registered Civil Engineer. This letter shall certify that the rate of runoff for the proposed development is the same or less than that of the existing condition.
 - d. All retaining walls and drainage structures shall be shown. Retaining walls shown on the grading plan shall conform to the San Diego Regional Standards or be designed by a licensed civil engineer. Engineering calculations for all designed walls with a surcharge and nonstandard walls shall be submitted at grading plan check. Retaining walls may not exceed the allowable height within the property line setback as determined by the City of Solana Beach Municipal Code. Contact the Community Development department for further information.
 - e. The Applicant is responsible to protect the adjacent properties during construction. If any grading or other types of construction are anticipated beyond the property lines, the Applicant shall obtain a written permission from the adjoining property owners for incidental grading or construction that may occur and submit the letter to the City Engineer prior to the anticipated work.

- f. Pay grading plan check fee in accordance with the current Engineering Fee Schedule at initial grading plan submittal. Inspection fees shall be paid prior to issuance of the grading permit.
- g. Obtain and submit grading security in a form prescribed by the City Engineer.
- h. Obtain haul permit for import / export of soil. The Applicant shall transport all excavated material to a legal disposal site.
- i. Submit certification from the Engineer of Record and the Soils Engineer that all public or private drainage facilities and finished grades are functioning and are installed in accordance with the approved plans. This shall be accomplished by the Engineer of Record incorporating as-built conditions on the Mylar grading plans and obtaining signatures of the Engineer of Record and the Soils Engineer certifying the as-built conditions.
- j. An Erosion Prevention and Sediment Control Plan shall be prepared. Best management practices shall be developed and implemented to manage storm water and non-storm water discharges from the site at all times during excavation and grading activities. Erosion prevention shall be emphasized as the most important measure for keeping sediment on site during excavation and grading activities. Sediment controls shall be used as a supplement to erosion prevention for keeping sediment on site.
- k. Show all proposed on-site private drainage facilities intended to discharge water run-off. Elements of this design shall include a hydrologic and hydraulic analysis verifying the adequacy of the facilities and identify any easements or structures required to properly convey the drainage. The construction of drainage structures shall comply with the standards set forth by the San Diego Regional Standard Drawings.
- l. Post Construction Best Management Practices meeting City and RWQCB Order No. R9-2013-001 requirements shall be implemented in the drainage design.
- m. No increased cross lot drainage shall be allowed.
- n. The Applicant shall record a document holding the City of Solana Beach harmless in case of a sanitary sewer backup due to a blockage in the public sewer main. A backflow

prevention device shall be installed on private property.

V. ENFORCEMENT

Pursuant to SBMC 17.72.120(B) failure to satisfy any and all of the above-mentioned conditions of approval is subject to the imposition of penalties as set forth in SBMC Chapters 1.1.6 and 1.18 in addition to any applicable revocation proceedings.

VI. EXPIRATION

The Development Review Permit for the project shall expire 24 months from the date of this Resolution, unless the Applicant has obtained building permits and has commenced construction prior to that date, and diligently pursued construction to completion. An extension of the application may be granted by the City Council according to SBMC 17.72.110.

VII. INDEMNIFICATION AGREEMENT

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

NOTICE TO APPLICANT: Pursuant to Government Code Section 66020, you are hereby notified that the 90-day period to protest the imposition of the fees, dedications, reservations or other exactions described in this resolution commences on the effective date of this resolution. To protest the imposition of any fee, dedications, reservations or other exactions described in this resolution you must comply with the provisions of Government Code Section 66020. Generally the resolution is effective upon expiration of the tenth day following the date of adoption of this resolution, unless the resolution is appealed or called for review as provided in the Solana Beach Zoning Ordinance.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, held on the 28th day of August, 2019, by the following vote:

AYES: Councilmembers –

NOES: Councilmembers –

ABSENT: Councilmembers –

ABSTAIN: Councilmembers –

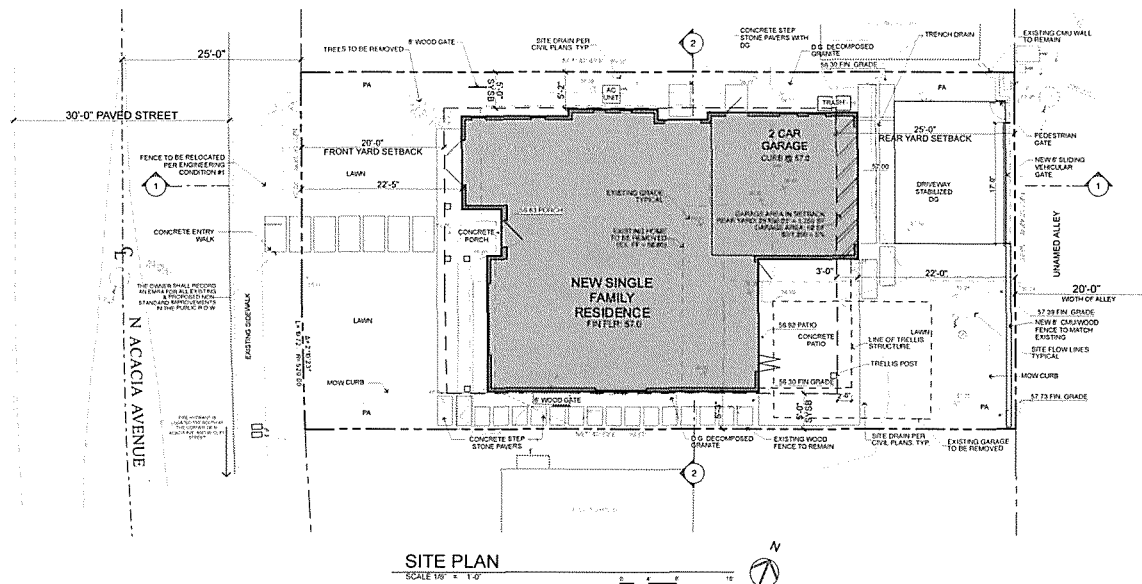
DAVID A. ZITO, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



PROJECT INFORMATION

ASSESSORS PARCEL NO:
AFN 203 053 1400

SITE ADDRESS:
412 N. Acacia Avenue
Solana Beach, CA 92075

LEGAL DESCRIPTION:
LOT 5 IN BLOCK 5 OF SOLANA BEACH VISTA, IN THE CITY OF SOLANA BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO 2142 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON DECEMBER 17, 1928

ZONING: MRD
SPECIAL ZONE OVERLAY: Special Residential Overlay

SETBACKS:
FRONT YARD: 25'-0" (20'-0", < 100' Depth)
SIDE YARD: 5'-0"
REAR: 25'-0"

OCCUPANCY: R3, U
EXISTING LOT USE: SINGLE FAMILY RESIDENCE
PROPOSED USE: VB, SPRINKLER REQUIRED

FLOOR AREA RATIO: 0.50 X 6,000
LOT COVERAGE: N/A
BUILDING HEIGHT: 25'-0"
LOT SIZE: 4,000 SF
OFF STREET PARKING: 2 SPACES REQUIRED
OFF STREET PARKING: 2 SPACES PROVIDED

OWNER:
Andy & Kalya Hemmerich
412 N. Acacia Avenue
Solana Beach, CA 92075
PH (760) 415-9272

OWNER'S REPRESENTATIVE:
CRAIS FRIEHAUF
FRIEHAUF ARCHITECTS
341 South Oregon, Suite
Solana Beach, CA 92075
858 792 6116

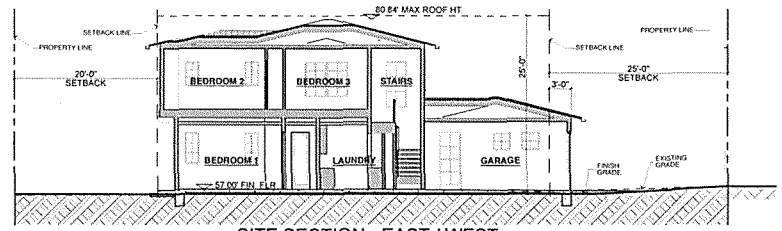
SCOPE OF WORK
DEMOLISH EXISTING STRUCTURES & CONSTRUCT A TWO STORY SINGLE FAMILY RESIDENCE WITH ATTACHED GARAGE. SITE WORK INCLUDES DRIVEWAY, HARDSCAPE, SITE FENCING

PROJECT DATA

GROSS LOT AREA	4,996 SF	
NET LOT AREA	4,996 SF	
PROPOSED BUILDING AREA:		
EXISTING RESIDENCE (TO BE REMOVED)	1,148 SF	
EXISTING ONE CAR GARAGE (TO BE REMOVED)	300 SF	
PROPOSED RESIDENCE 1ST FLOOR	1,307 SF	
PROPOSED RESIDENCE 2ND FLOOR	1,007 SF	
PROPOSED RESIDENCE COVERED PATIO	25 SF	
PROPOSED RESIDENCE GARAGE	431 SF	
TOTAL PROPOSED FLOOR AREA	2,812 SF	
OFF STREET PARKING EXEMPTION	400 SF	
TOTAL PROPOSED FLOOR AREA	2,412 SF	
FLOOR TO AREA RATIO ALLOWABLE:		
0.50	4,996	2,498 SF
Maximum Allowed		2,499 SF
NON-LANDSCAPED AREA	EXISTING	PROPOSED
NON-IRRIGATED LANDSCAPE	2,754 SF	2,720 SF
IRRIGATED LANDSCAPE	0 SF	2,201 SF
WATER FEATURES	2,247 SF	0 SF
DEGRATIVE HARDSCAPE	0 SF	300 SF
TOTAL LOT AREA:	4,996 SF	4,996 SF
IRRIGATED LANDSCAPE		AREA OF WORK
WATER FEATURE	2,201 SF	0 SF
DEGRATIVE HARDSCAPE	300 SF	300 SF
AGGREGATED LANDSCAPE AREA		2,501 SF

GRADING:
50 C.Y. - SITE GRADING
14 C.Y. - EXCAVATION FOR THE FOOTINGS OF NEW CONSTRUCTION
164 C.Y. - REMOVAL AND RE-COMPACTION FOR CONSTRUCTION
278 C.Y. - TOTAL GRADING

VICINITY MAP



FIRE DEPARTMENT NOTES

ADDRESS NUMBERS: STREET NUMBERS Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background and shall meet the following minimum standards as to size: 4" high with a 3/4" inch stroke width for residential buildings 8' high with a 3/4" stroke for commercial and multi-family residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal such as rear access doors, building corners and entrances to commercial centers.

AUTOMATIC FIRE SPRINKLER SYSTEM-ONE AND TWO FAMILY DWELLINGS: Structures shall be protected by an automatic fire sprinkler system designed and installed to the satisfaction of the Fire Department. Plans for the automatic fire sprinkler system shall be approved by the Fire Department prior to installation.

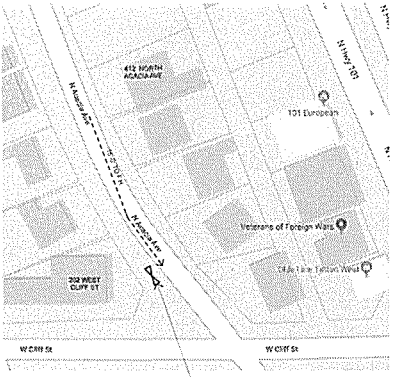
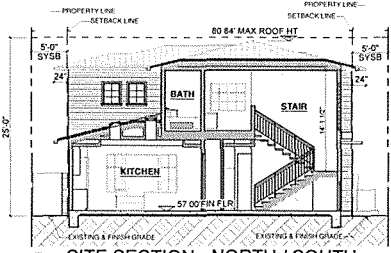
CLASS "A" ROOF: All structures shall be provided with a Class "A" Roof covering to the satisfaction of the Solana Beach Fire Department.

ACCESS ROAD MINIMUM DIMENSIONS: Fire apparatus access roads shall have an unobstructed width of not less than 20 feet curb line to curb line and an unobstructed vertical clearance of not less than 13 feet 6 inches. Exception: Single-family residential driveways serving no more than two single family dwellings shall have minimum of 16 feet curb line to curb line, of unobstructed improved width. Access roads shall be designed and maintained to support the imposed loads of not less than 75,000 pounds and shall be provided with an approved paved surface to provide all-weather driving capabilities.

GATES: All gates or other structures or devices, which could obstruct fire access roadways or otherwise hinder emergency operations, are prohibited unless they meet standards approved by the Fire Department. An approved emergency key operated swing and/or an approved emergency traffic control-activating strobe light sensor shall be installed per Solana Beach Fire Department standards.

OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION: All roadways shall be a minimum of 20 feet in width during construction and maintained free and clear, including the parking of vehicles in accordance with the California Fire Code and the Solana Beach Fire Department.

FIRE HYDRANTS AND FIRE FLOWS: The applicant shall provide fire hydrants of a type, number, and location satisfactory to the Solana Beach Fire Department. A letter from the water agency serving the area shall be provided that states the required fire flow is available. Fire hydrants shall be of a bronze type. Multi-family residential or industrial fire hydrants shall have two (2) 4" inch and two (2) 2 1/2" inch NST outlets. Residential fire hydrants shall have one (1) 4" inch NST outlet, and one (1) 2 1/2" inch NST outlet.



Hammerich Residence
412 N. Acacia Avenue
Solana Beach, CA 92075



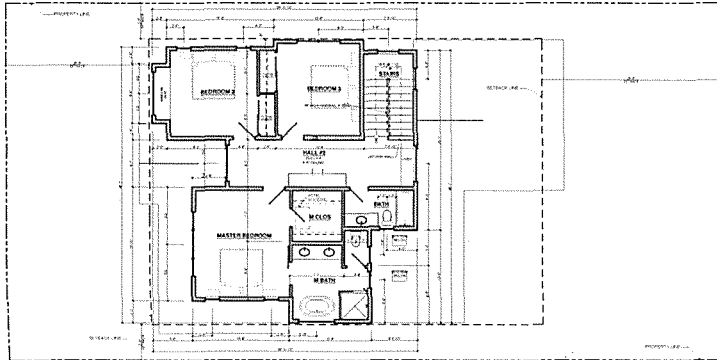
FRIEHAUF ARCHITECTS
341 South Oregon Avenue, Suite B
Solana Beach, California, 92075
858.792.6116 Tel
858.792.2422 Fax

DATE:

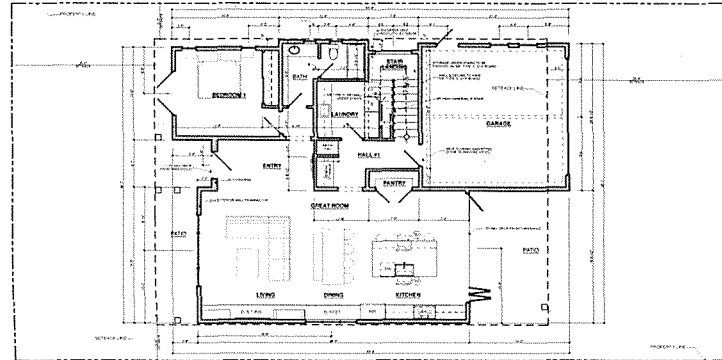
MAR 15, 2019
APRIL 16, 2019
MAY 23, 2019
JULY 12, 2019
AUG 1, 2019

SHEET NO.

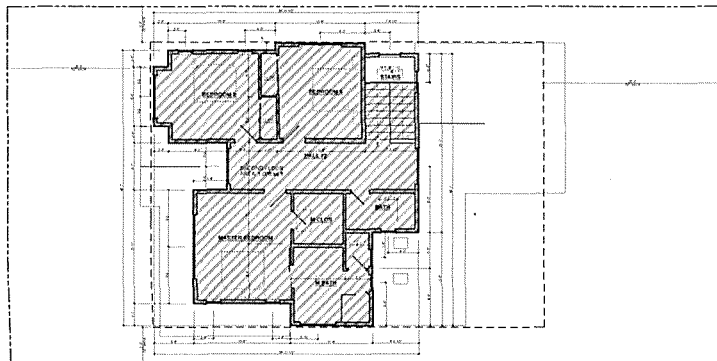
1



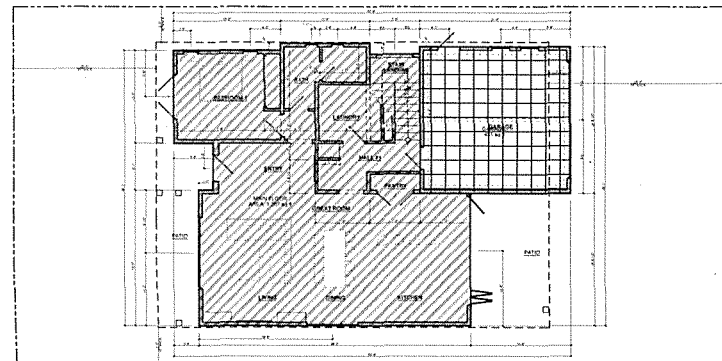
SECOND FLOOR PLAN DRP
SCALE 1/8" = 1'-0"



FIRST FLOOR PLAN DRP
SCALE 1/8" = 1'-0"



SECOND FLOOR AREA PLAN
SCALE 1/8" = 1'-0"



FIRST FLOOR AREA PLAN
SCALE 1/8" = 1'-0"



ALL DIMENSIONS ARE MEASURED
FROM THE EXTERIOR WALL
SURFACES



Hemmerich Residence
412 N. Acacia Avenue
Solana Beach, CA 92075



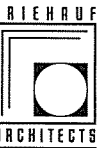
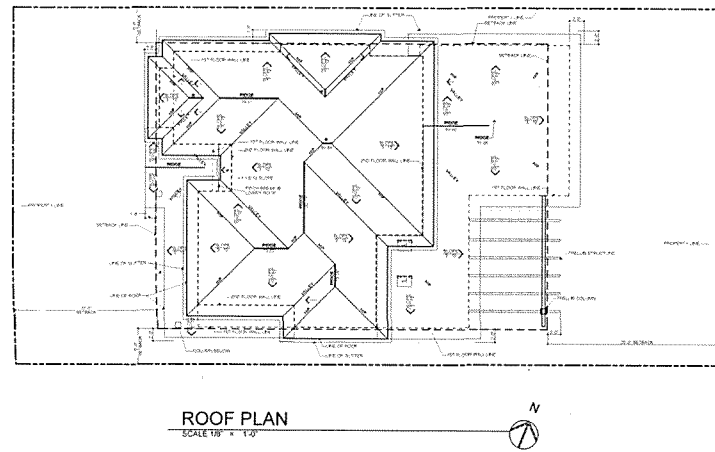
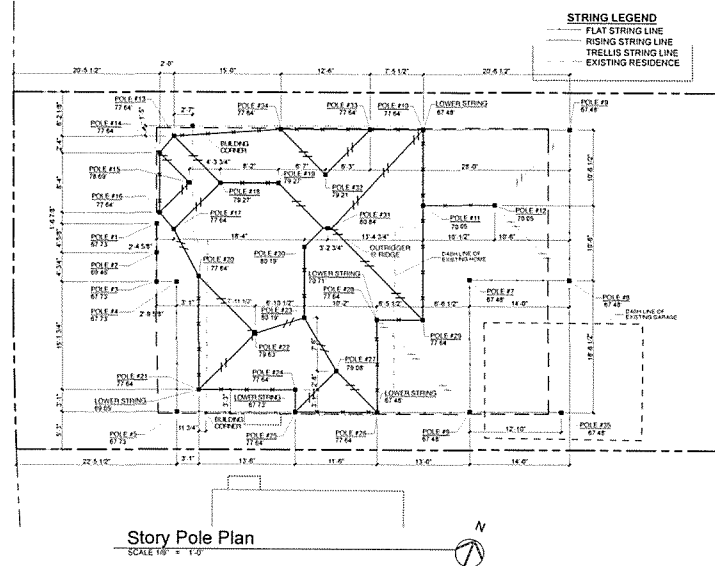
FRIEHAUF ARCHITECTS
341 South Cedros Avenue, Suite F
Solana Beach, California, 92075
858.792.6116 Tel
858.792.2422 Fax

DATE:
MAR 15, 2019
APRIL 18, 2019
MAY 23, 2019
JULY 12, 2019
AUG 1, 2019

SHEET NO.

2

N ACACIA AVENUE



Hemmerich Residence
 412 N. Acacia Avenue
 Solan Beach, CA 92075



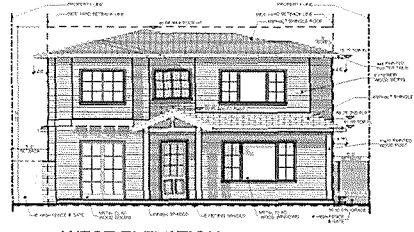
FRIEHAUF ARCHITECTS
 341 South Cedros Avenue, Suite F
 Solana Beach, California, 92075
 858.792.6715 Tel
 858.792.2422 Fax

DATE:
 MAR 15, 2019
 APRIL 18, 2019
 MAY 29, 2019
 JULY 12, 2019
 AUG 1, 2019

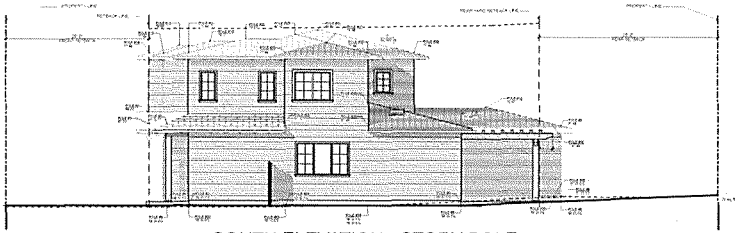
SHEET NO.
3



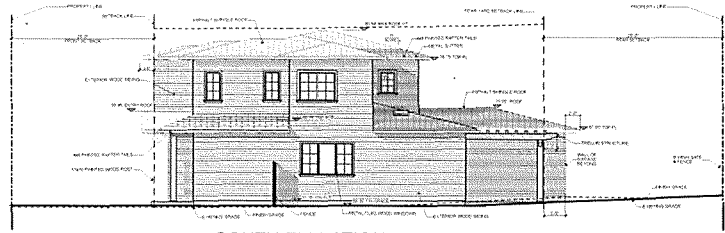
WEST ELEVATION - STORY POLE
SCALE 1/8" = 1'-0"



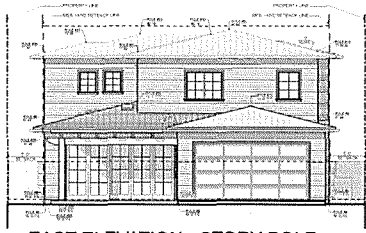
WEST ELEVATION
SCALE 1/8" = 1'-0"



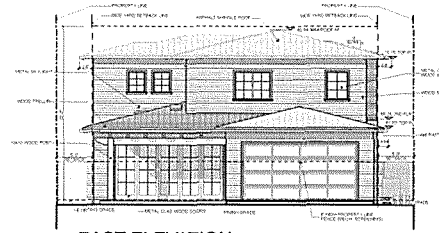
SOUTH ELEVATION - STORY POLE
SCALE 1/8" = 1'-0"



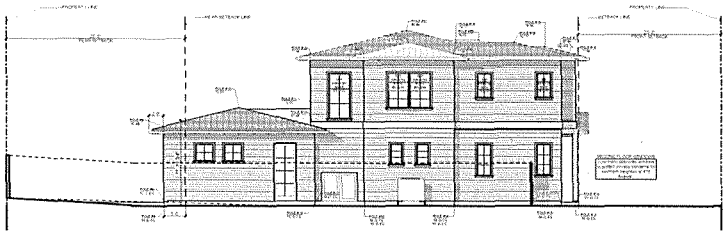
SOUTH ELEVATION
SCALE 1/8" = 1'-0"



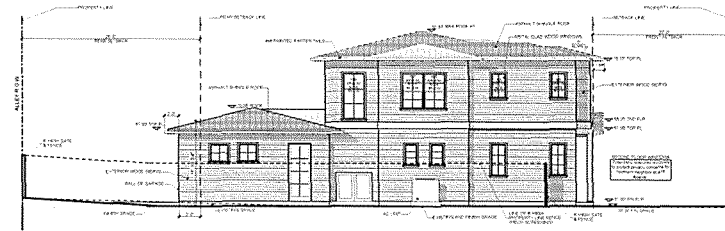
EAST ELEVATION - STORY POLE
SCALE 1/8" = 1'-0"



EAST ELEVATION
SCALE 1/8" = 1'-0"



NORTH ELEVATION - STORY POLE
SCALE 1/8" = 1'-0"



NORTH ELEVATION
SCALE 1/8" = 1'-0"

EXISTING TOPOGRAPHIC SURVEY

- ### LEGEND
- BOUNDARY
 - CONCRETE
 - FLOW LINE
 - WOOD FENCE
 - CMU FENCE
 - BRICK DIVIDER
 - GATE
 - PALM
 - CONCRETE
 - BRICK
 - BRICK
 - ① WATER METER
 - ② SEWER MANHOLE
 - ③ AT&T PEDESTAL
 - ④ CATV VAULT
 - ⑤ SDG&E VAULT
 - ⑥ DRAIN
 - ⑦ BRICK RETAINING WALL
 - ⑧ A/C
 - ⑨ CHIMNEY

LEGAL DESCRIPTION

LOT 5 IN BLOCK 5 OF SOLANA BEACH VISTA, IN THE CITY OF SOLANA BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 2143, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON DECEMBER 17, 1928.

BOUNDARY NOTE

- BOUNDARY PLOTTED PER RECORD INFORMATION PROVIDED IN RECORD OF SURVEY MAP NO. 22679.
- **THIS IS NOT A PRECISE BOUNDARY SURVEY.**

BENCH MARK

- BENCHMARK FOR THIS SURVEY IS POINT ID NO. 2001, DESIGNATED AS SOLB-1, A 2.5" CITY OF SOLANA BEACH BRASS DISC SET ON CONCRETE DRAINAGE INLET ON THE EAST SHOULDER OF HIGHWAY 101, 0.1 MILES SOUTH OF LOMAS SANTA FE DRIVE IN THE SOLANA BEACH, CA, HAVING A PUBLISHED NAVD 88 ELEVATION OF 71.45'

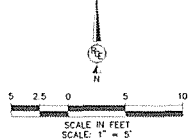
IMPERVIOUS TABLE

OVERHANG	2.66	SOFT
BUILDINGS	1.492	SOFT
HARDSCAPE	1.015	SOFT
TOTAL AREA	2.754	SOFT

BENCH MARK

POINT ID NO. 2001, DESIGNATED AS SOLB-1, A 2.5" CITY OF SOLANA BEACH BRASS DISC SET ON CONCRETE DRAINAGE INLET ON THE EAST SHOULDER OF HIGHWAY 101, 0.1 MILES SOUTH OF LOMAS SANTA FE DRIVE IN THE SOLANA BEACH, CA.

CITY OF SOLANA BEACH CONTROL NETWORK
ELEV. 71.45' DATUM: NAVD 88



RANCHO COASTAL ENGINEERING & SURVEYING

SINGLE-SOURCE DEVELOPMENT CONSULTANT
310 VIA VERA CRUZ, #205
SAN MARINO, CA. 91078
(760) 510-3152 Ph / (760) 510-3153 Fax

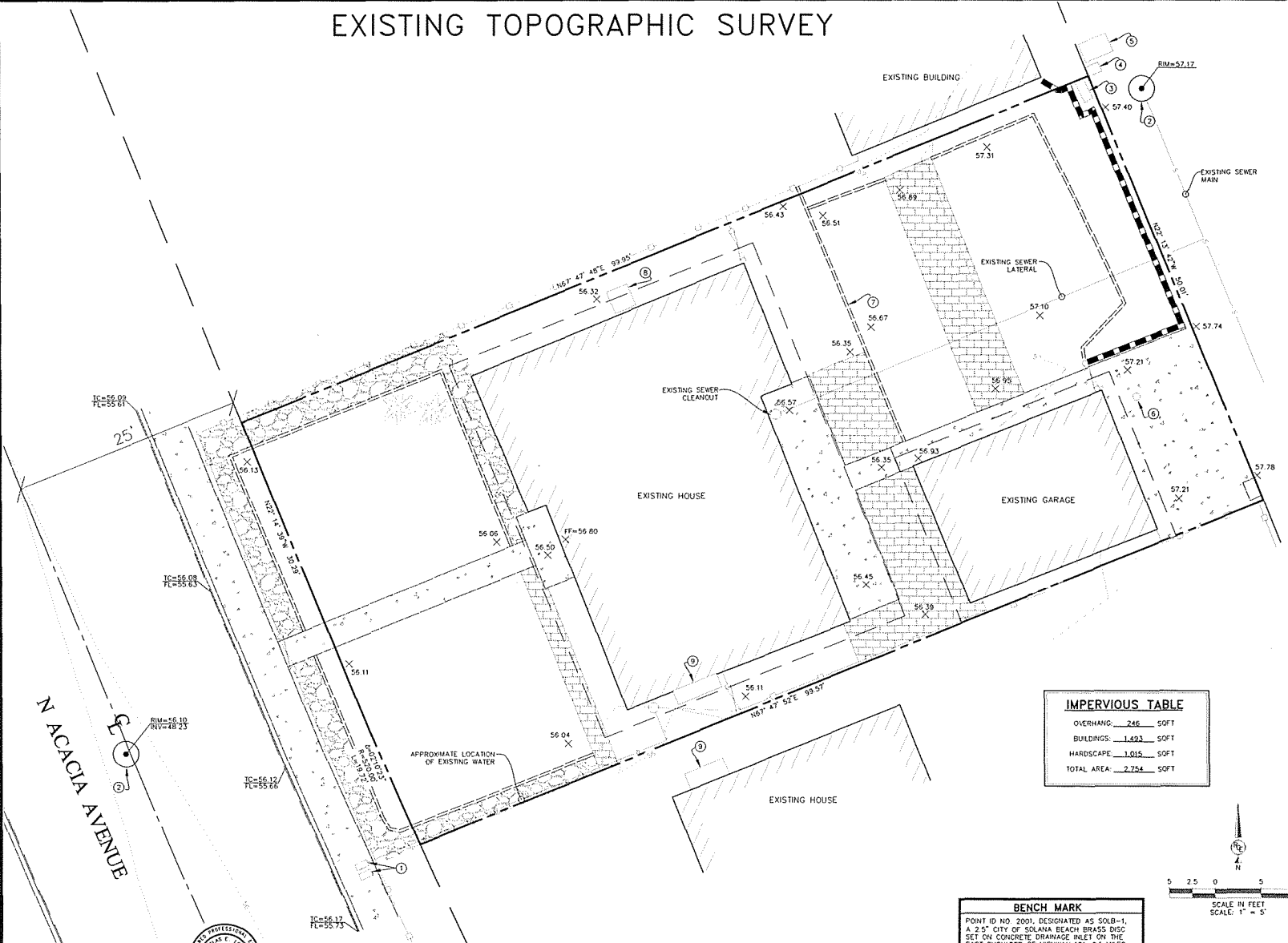
COASTAL COMMISSION PERMIT NO. _____

ENGINEER OF WORK	CITY APPROVED CHANGES	APPD. DATE	RECOMMENDED FOR APPROVAL	APPROVED FOR CONSTRUCTION
BY: DOUGLAS E. LOGAN DATE: RCF 3/2/26, EXP. 12-31-19			BY: _____ DATE: _____	BY: MOHAMMAD SAMKAR, CITY ENGINEER DATE: R.C.E. 3/14/6, EXP. 06/30/20

CITY OF SOLANA BEACH
EXISTING TOPOGRAPHIC SURVEY
412 N. ACACIA AVENUE

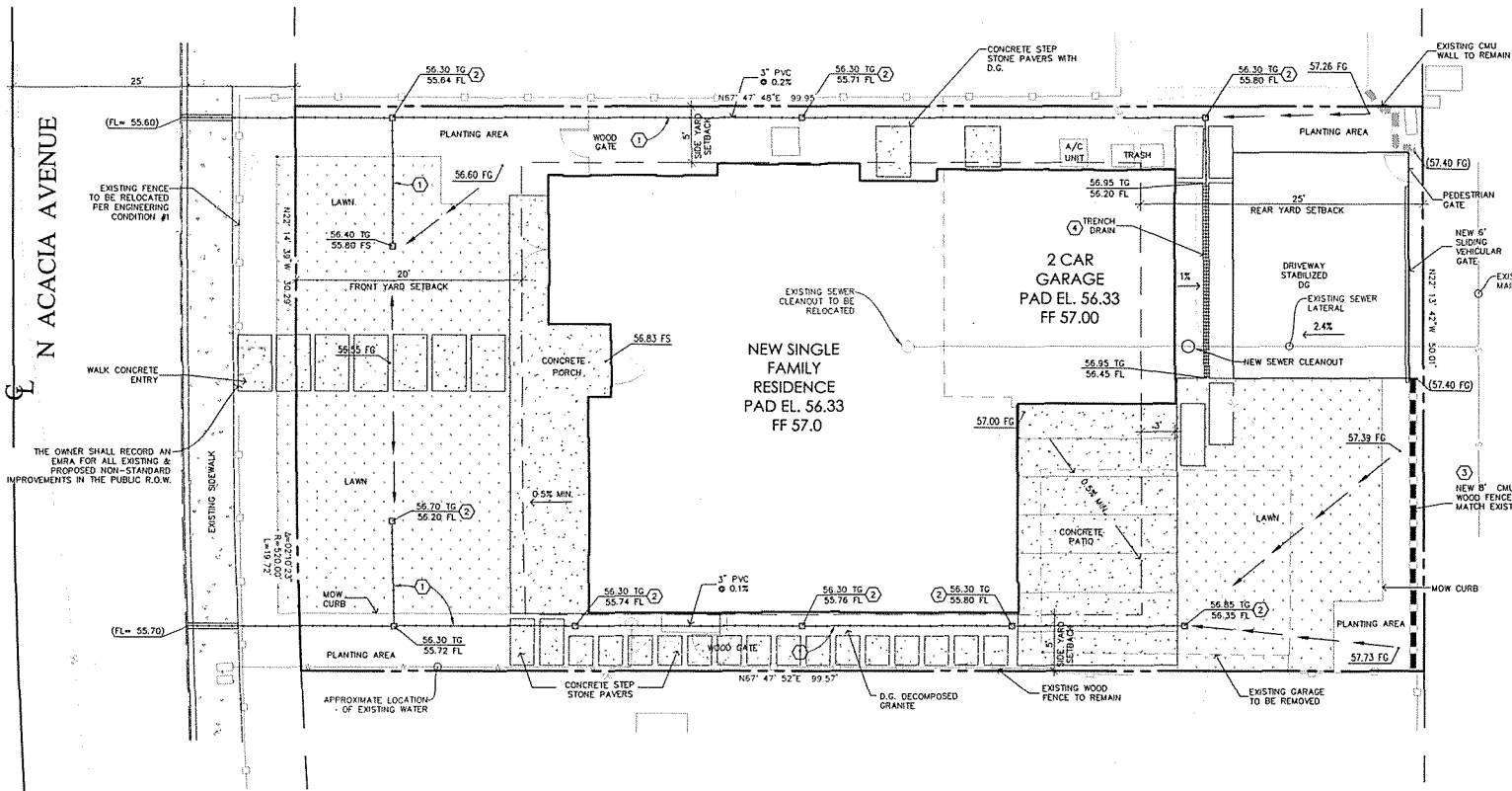
ENGINEERING DEPARTMENT
DRP/SDP CASE NO. _____

DRAWING NO. **C-2**
SHEET 1 OF 2



PRELIMINARY - NOT FOR CONSTRUCTION
DRAWING NO. C-2
SHEET 1 OF 2
ENGINEERS NAME: RANCHO COASTAL ENGINEERING & SURVEYING
PHONE NO. (760) 510-3152 / EMAIL: DOUG@RCE3D.COM

PRELIMINARY GRADING & DRAINAGE PLAN

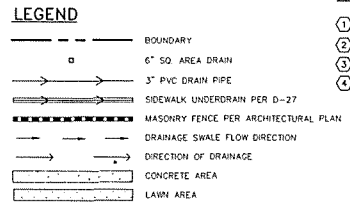


- NOTES:**
- LOT COVERAGE:

	EXISTING SQ. FT.	NEW PROPOSED SQ. FT.
PAVED AREA	1015	901
LANDSCAPED AREA	2242	2270
ROOF AREA	1739	1825
 - TOPOGRAPHY AND GRADING:
 - A. PERCENT OF SITE PREVIOUSLY GRADED: 100%
 - B. DATE OF GRADING ACTIVITY: 08/02/19
 - C. AMOUNT OF GRADING IN CUBIC YARD EXCESS OF 25% INCLINATION: 0
 - D. SLOPE CLASSIFICATION: COASTAL BLUFF/HIGHLAND BLUFF/CANYON RIM
 - E. AREA TO GRADED: 4926 SQ. FT.
 - F. VOLUME OF EXCAVATION FOR FOOTINGS: 14 CUBIC YARDS
 - G. VOLUME OF EXCAVATION FOR RE-COMPACTION: 164 CUBIC YARDS
 - H. VOLUME OF CUTTING: 25 CUBIC YARDS, MAXIMUM CUT SLOPE RATIO: N/A AND HEIGHT: N/A
 - I. VOLUME OF FILL: 25 CUBIC YARDS, MAXIMUM FILL SLOPE RATIO: N/A AND HEIGHT: N/A
 - J. VOLUME OF SOIL IMPORTED/EXPORTED (SPECIFY)
 - K. RETAINING WALL(S) LENGTH: N/A FT. HEIGHT FROM EXISTING GRADE: N/A FT. HEIGHT FROM FINAL GRADE: N/A FT.
 - INDICATE THE AMOUNT OF GRADING IN CUBIC YARDS FOR CUT, FILL, RE-COMPACTION AND CUT FOR FOOTINGS AS FOLLOWS:
 - W. 50 C.Y. - SITE GRADING
 - X. 14 C.Y. - EXCAVATION FOR THE FOOTINGS OF NEW CONSTRUCTION
 - Y. 164 C.Y. - REMOVAL AND RE-COMPACTION FOR CONSTRUCTION
 - Z. 228 C.Y. - TOTAL GRADING (W + X + Y)

LOT AREA
GROSS = 4996 SF. / 0.11 ACRES

IMPERVIOUS AREA
IMPERVIOUS AREA PRIOR TO CONSTRUCTION: 2,726 SQFT
IMPERVIOUS AREA AFTER CONSTRUCTION: 2,726 SQFT
DECREASE IN IMPERVIOUS AREA: 0 SQFT
IMPERVIOUS AREA REPLACED: 0 SQFT

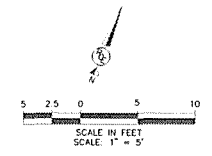


WORK TO BE DONE:

- 1 3" PVC DRAIN PIPE
- 2 6" SQ AREA DRAIN
- 3 CMU/WOOD FENCE
- 4 TRENCH DRAIN

IMPERVIOUS TABLE
VOIDS IN STEPS = -48 S.F.

OVERHANG	45	SQFT
BUILDINGS	1,780	SQFT
HARDSCAPE	901	SQFT
TOTAL AREA	2,726	SQFT



RANCHO COASTAL ENGINEERING & SURVEYING
SINGLE SOURCE DEVELOPMENT CONSULTANT
310 VIA VERA CRUZ, #205
SAN MARCOS, CA 92078
(760) 510-3152 Ph / (760) 510-3153 Fax

PLAN PREPARED BY:
Douglas E. Logan
DOUGLAS E. LOGAN R.C.E. 39726 EXP. 12-31-19 DATE: 08/02/19
COASTAL COMMISSION PERMIT NO. _____

ENGINEER OF WORK	CITY APPROVED CHANGES	APP'D DATE	RECOMMENDED FOR APPROVAL	APPROVED FOR CONSTRUCTION
DRAWN BY: DOUGLAS E. LOGAN DATE: R.C.E. 39726 EXP. 12-31-19			BY: _____ DATE: _____ BY: _____ DATE: _____	BY: MOHAMMAD SAHNAK, CITY ENGINEER DATE: R.C.E. 37146 EXP. 06/30/20

BENCH MARK
POINT ID NO. 2001, DESIGNATED AS SOLB-1, A 2.5" CITY OF SOLANA BEACH BRASS DISC SET ON CONCRETE DRAINAGE INLET ON THE EAST SHOULDER OF HIGHWAY 101, 0.1 MILES SOUTH OF LOMAS SANTA FE DRIVE IN THE SOLANA BEACH, CA.
CITY OF SOLANA BEACH CONTROL NETWORK ELEV: 71.45' NAVD: 88

CITY OF SOLANA BEACH ENGINEERING DEPARTMENT
PRELIMINARY GRADING & DRAINAGE PLAN
412 N. ACACIA AVENUE
DRP/SDP CASE NO. 17-17-23
DRAWING NO. C-2
SHEET 2 OF 2

PRELIMINARY - NOT FOR CONSTRUCTION
ENGINEER'S NAME: RANCHO COASTAL ENGINEERING

ANY CHANGES OR DEVIATIONS FROM THIS DRAWING ARE THE RESPONSIBILITY OF THE OWNER. INSTALLATION SHALL COMPLY WITH ALL LOCAL CODES AND INDUSTRY STANDARDS. DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION, ALL IDEAS, DESIGNS AND WRITTEN MATERIALS REPRESENTED BY THIS DRAWING ARE THE PROPERTY OF MONICA MROZ AND SHALL NOT BE USED BY OR DISCLOSED TO ANY ONE WITHOUT THE WRITTEN CONSENT OF MONICA MROZ.

IRRIGATION SCHEDULE

SYSTEM DESCRIPTION

1. THE AUTOMATIC IRRIGATION SYSTEM SHALL BE A SUBSURFACE DRIP SYSTEM USING NETAFIM PRODUCT, CONTROLLED BY AN AUTOMATIC CONTROLLER WITH WATER BUDGETING FEATURES.
 2. THE ETO DATA IS FROM CIMIS - CALIFORNIA IRRIGATION MANAGEMENT INFORMATION SYSTEM FOR SAN DIEGO, CA. <http://www.cimis.water.ca.gov>

CONSIDERATIONS

1. EACH STATION SHALL BE ADJUSTED TO CONSIDER THE FOLLOWING FACTORS:
- DAYS BETWEEN IRRIGATION INTERVALS
 - STATION RUN TIMES
 - NUMBER OF CYCLE STARTS
 - AMOUNT OF WATER APPLIED PER MONTH
 - APPLICATION RATE
 - THE ROOT DEPTH SETTING
 - THE PLANT TYPE SETTING
 - THE SOIL TYPE
 - THE SLOPE FACTOR
 - THE SHADE FACTOR
 - IRRIGATION UNIFORMITY

ESTABLISHMENT PERIOD

1. THE ESTABLISHMENT PERIOD SHALL BE FOR THE FIRST SIX MONTHS AFTER INSTALLATION.
2. DAILY RUN TIMES SHALL BE 5 DAYS PER WEEK.
3. DURING THE MONTHS OF MAY-AUGUST THE RUN TIMES SHALL BE FOR 65 MINUTES.
4. DURING THE MONTHS OF SEPTEMBER - APRIL THE RUN TIMES SHALL BE FOR 60 MINUTES.

ESTABLISHED LANDSCAPE

1. AFTER THE FIRST 6 MONTH THE FOLLOWING SCHEDULE SHALL APPLY:
2. DAILY RUN TIMES SHALL BE 3 DAYS PER WEEK.
3. DURING THE MONTHS OF MAY-AUGUST THE RUN TIMES SHALL BE FOR 60 MINUTES.
4. DURING THE MONTHS OF SEPTEMBER - APRIL THE RUN TIMES SHALL BE FOR 45 MINUTES.

CONTROLLER RUN TIMES

NOTE: CONTRACTOR SHALL ADJUST THE ABOVE SCHEDULE FOR THE ESTABLISHMENT PERIOD AS FOLLOWS:

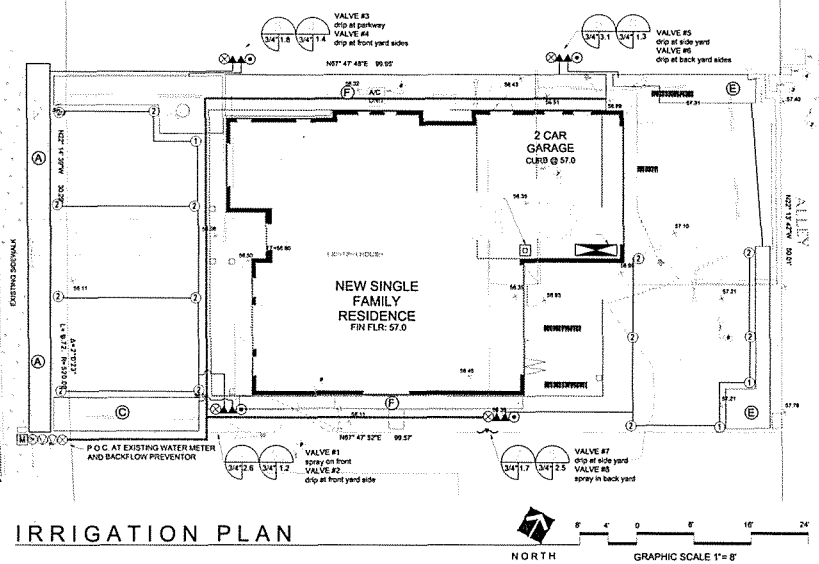
- RUN ALL STATIONS USING THE ABOVE RUN TIME EACH DAY TO KEEP THE SOIL OPTIMALLY MOIST AT ALL TIME DURING THE FIRST 90 DAYS OF ESTABLISHMENT.
- ADJUST EACH STATION AS NECESSARY FOR ACTUAL SITE CONDITIONS.
- AT NO TIME SHALL RUN OFF BE PERMITTED. ADJUST START TIMES TO ACCOMMODATE LOCAL SOIL PROFILES.

SMART CONTROLLER NOTE:

- THE ABOVE SCHEDULE IS A GUIDE ONLY.
- DO NOT OVERRIDE SMART CONTROLLER FUNCTIONS.
- CONTRACTOR SHALL FOLLOW MFG. INSTRUCTIONS FOR INPUT OF ALL IRRIGATION SYSTEM REQUIREMENTS FOR SCHEDULING INCLUDING PREC. RATES, PLANT TYPES, SOIL PROFILE, SLOPE ETC...

IRRIGATION NOTES:

1. THE IRRIGATION SYSTEM IS BASED ON THE MINIMUM OPERATING PRESSURE AND THE MAXIMUM FLOW DEMAND AT POINT OF CONNECTION. THE IRRIGATION CONTRACTOR SHALL VERIFY A STATIC WATER PRESSURE OF 75 PSI PRIOR TO CONSTRUCTION AND SHALL REPORT ANY DIFFERENCES BETWEEN THE DESIGN WATER PRESSURE (50 PSI) AND THE ACTUAL WORKING PRESSURE READING AT THE IRRIGATION P.O.C. TO THE LANDSCAPE ARCHITECT. IN THE EVENT THAT THE PRESSURE IS HIGHER THAN 50 P.S.I., THE CONTRACTOR SHALL INSTALL PRESSURE REGULATING MODULES ON VALVES.
2. THIS DESIGN IS DIAGRAMMATIC. THESE DRAWINGS ARE INTENDED TO BE A SCHEMATIC REPRESENTATION OF THE FINISHED IRRIGATION SYSTEM. ALL PIPING, VALVES, ETC. SHOWN WITHIN PAVED AREAS IS FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED IN PLANTING AREAS WHERE POSSIBLE. AVOID ANY CONFLICTS BETWEEN THE IRRIGATION SYSTEM, PLANTING AND ARCHITECTURAL FEATURES. CONTRACTOR SHALL MAKE ALL NECESSARY FIELD ADJUSTMENTS TO ACCOMMODATE ACTUAL SITE CONDITIONS.
3. CONTRACTOR SHALL PROVIDE (1) SET OF EXTRA CONTROL WIRES PER MANIFOLD.
4. CONTRACTOR TO VERIFY ALL CONDITIONS AND DIMENSIONS SHOWN ON THESE PLANS AT THE SITE PRIOR TO COMMENCEMENT OF WORK.
5. CONTRACTOR TO COORDINATE SLEEVING UNDER ALL PAVING WITH OTHER TRADES AS NECESSARY. NO TEES OR ELBS SHALL BE INSTALLED UNDER THE PAVEMENT. ALL SLEEVES SHALL EXTEND A MINIMUM OF 12" BEYOND EDGE OF PAVEMENT. ALL SLEEVING LOCATED UNDER PAVING SHALL BE MIN. 3" DIA. CONTRACTOR TO INSTALL METALLIC BACKED TAPE ALONG THE ENTIRE LENGTH OF THE SLEEVE, 12 INCHES DIRECTLY ABOVE THE SLEEVE. TAPE SHALL BE MARKED "IRRIGATION" IN TWO INCH CAPITAL LETTERS EVERY THREE FEET ALONG THE TAPE.
6. CONTRACTOR SHALL NOT WILLFULLY INSTALL THE IRRIGATION SYSTEM AS SHOWN ON THESE DRAWINGS WHEN IT IS OBVIOUS THAT FIELD CONDITIONS EXIST THAT MAY NOT HAVE BEEN CONSIDERED IN THE SYSTEM ENGINEERING. SUCH OBSTRUCTIONS OR DIFFERENCES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE LANDSCAPE ARCHITECT. IN THE EVENT THAT THIS NOTIFICATION IS NOT GIVEN, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.
7. REMOTE CONTROL VALVES SHALL BE INSTALLED ADJACENT TO WALKWAYS UNLESS OTHERWISE NOTED.
8. CONCRETE THRUST BLOCKS SHALL BE USED ON ALL IRRIGATION MAINLINES AS INDICATED IN THE REGIONAL STANDARD DRAWINGS NO. W-17.
9. ALL SUBSURFACE IRRIGATION SHALL BE NETAFIM.
10. TRENCH MARKER: ALL DIRECT BURIAL WIRES SHALL BE MARKED WITH A CONTINUOUS RED COLORED TRENCH MARKER TAPE PLACED NINE INCHES (9") BELOW FINISH GRADE DIRECTLY ABOVE THE BURIED WIRES. MARKER TAPE SHALL BE EQUAL TO "ALAMA TAPE" AS MANUFACTURED BY PAUL POTTER WARNING TAPE INC. TAPE SHALL BE FOUR INCHES (4") WIDE.
11. IRRIGATION SYSTEMS ARE TO BE INSTALLED AS DESIGNED AND IN ACCORDANCE WITH THE CRITERIA AND STANDARDS OF THE CITY OF SOLANA BEACH AND OTHER APPLICABLE STANDARDS AS OF THE APPROVED DATE OF THESE PLANS.
12. FOR MANIFOLD REMOTE CONTROL VALVES, BALL VALVES SHALL EQUAL THE SIZE OF THE LARGEST CONTROL VALVE IN THE MANIFOLD.
13. IN LINE WIRE SPLICES SHALL BE MADE ONLY IN PULL BOXES, WITH WATERPROOF SEALING PACKETS.
14. BACKFILL MATERIAL SHALL BE CLEAN AND FREE OF DEBRIS, LARGE ROCKS AND OBJECTS WITH SHARP EDGES.
15. ALL DRIP LINES SHALL BE INSTALLED TO BE AS VISUALLY UNOBTUSIVE AS POSSIBLE. PROVIDE SLEEVING TO BACKSIDE OF POTS AS REQUIRED AND SECURE LINES TO BACK OR TOP OF OVERHEAD STRUCTURES. INSTALL ON SIDE ADJACENT TO WIRE WHERE APPLICABLE. PAINT ANY EXPOSED LINES TO MATCH THE COLOR OF THE ADJACENT SURFACE (WALL, POT, TRELLIS, ETC.)
16. CONTRACTOR SHALL DOCUMENT ALL INSTALLED CONDITIONS ON RED-LINED "AS-BUILT" PLANS AND TRANSFER INFORMATION TO A REPRODUCIBLE PLAN TO BE TURNED OVER TO THE OWNER UPON FINAL ACCEPTANCE. COMPONENTS SHALL BE DIMENSIONED FROM FIXED OR PERMANENT OBJECTS SUCH AS WALKS, CORNERS OF BUILDINGS ETC.
17. CONTRACTOR SHALL CALL FOR MARK OUT OF ALL EXISTING UTILITIES AND CONDITIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR ANY DAMAGE INCURRED TO EXISTING ELEMENTS DURING CONSTRUCTION THAT ARE A RESULT OF HIS ACTIONS.
18. THE SYSTEM SHALL BE COMPLETE AND FUNCTIONING PRIOR TO ACCEPTANCE. CONTRACTOR SHALL GUARANTEE IRRIGATION SYSTEM COMPONENTS AND INSTALLATION FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE.

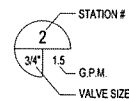


IRRIGATION PLAN

IRRIGATION LEGEND

SYMBOL	DESCRIPTION	MANUFACTURER / MODEL	REMARKS
	WATER METER	EXISTING	-
	BACKFLOW PREVENTER	EXISTING	-
	REMOTE CONTROL VALVE	NETAFIM/LOW VOLUME DRIP ZONE KIT	SEE PLAN FOR VALVE SIZES
	HOSE BIB	NIBCO	CONFIRM NEW LOCATIONS WITH OWNER
	GATE VALVE	WATTS / 2WBV	-
	MAINLINE (PVC PIPE)	SCH 40, PVC (3/4"-1.5"), CLASS 315 (2')	-
	LATERAL LINE (PVC PIPE)	SCH 40 PVC	-
	SLEEVE (PVC PIPE)	SCH 40 PVC	2 x OUTSIDE DIA. OF PIPE TO BE SLEEVED
	CONTROLLER	HUNTER PRO C	15 STATIONS TOTAL
	RAIN/MOISTURE SENSOR SHUT OFF	HUNTER-RAIN CLICK RAINSENSOR	MOUNT PER MANUFACTURER'S SPECIFICATIONS
	AREA TO RECEIVE SUBSURFACE IRRIGATION	NETAFIM / TECHLINE CV DRIFLINE	INSTALL PER MFGR. SPECIFICATIONS (6 EMITTER = 1 GPM PER 100')
①	POP-UP PRECISION SPRAY	HUNTER/MP ROTATOR MP1000 SERIES	8' RADIUS, MODEL H, Q. SIZE AS REQUIRED (34, .17 GPM)
②	POP-UP PRECISION SPRAY	HUNTER/MP ROTATOR MP1000 SERIES	12' RADIUS, MODEL H, Q. SIZE AS REQUIRED (34, .17 GPM)

REMOTE CONTROL VALVE CALLOUT:



Know what's below.
Call before you dig.

I AM FAMILIAR WITH THE REQUIREMENTS FOR LANDSCAPE AND IRRIGATION PLANS CONTAINED IN THE CITY OF SOLANA BEACH WATER EFFICIENT LANDSCAPE REGULATIONS. I HAVE PREPARED THIS PLAN IN COMPLIANCE WITH THOSE REGULATIONS AND THE LANDSCAPE DESIGN MANUAL. I CERTIFY THAT THE PLAN IMPLEMENTS THOSE REGULATIONS TO PROVIDE EFFICIENT USE OF WATER.

Monica Mroz
 MONICA MROZ, LANDSCAPE ARCHITECT
 4/17/19
 DATE

Monica Mroz, ASLA
 Landscape Architect
 4970 Cresta Drive
 San Diego CA 92115
 619 286 2203
 mjm-design@pacbell.net
 www.monica-mroz.com



LANDSCAPE PLAN FOR:
THE HEMMERICH RESIDENCE
 412 North Acacia Avenue, Solana Beach, CA 92075

PREPARED FOR KATYA AND ANDY HEMMERICH

Date	Issue
11-19-18	PRELIMINARY PLAN
12-3-18	PRELIMINARY PLAN
12-14-18	CITY REVIEW
4-17-19	CITY REVIEW
5-28-19	CITY REVIEW
8-2-19	UPDATE
8-6-19	CITY COUNCIL

Project No. MJM 1830
 Sheet Title
IRRIGATION PLAN

Sheet # 2 OF 2

L2



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: August 28, 2019
ORIGINATING DEPT: Community Development
SUBJECT: **View Assessment Ordinance Discussion**

BACKGROUND:

The City of Solana Beach Work Plan identifies a number of priorities that further the City's Community Character Objective – to maintain the small town coastal community charm that respects our beachside setting with consideration for scenic views and scale of development; and to promote an outdoor lifestyle and walkable/pedestrian scale community support by local businesses that foster a friendly neighborhood ambience. Community Character – Land Use and Planning Priority #4 is to update the City's View Assessment Ordinance to clarify its provisions, the duties of the View Assessment Commission members, responsibilities of the project applicant, and update view assessment procedures.

This item is before Council to discuss and provide direction to Staff regarding possible View Assessment Ordinance amendments.

DISCUSSION:

In 2014, the City's View Assessment Ad Hoc Committee concluded a multi-year review of the City's View Assessment Ordinance. As a result of these meetings, the Ad Hoc Committee identified modifications to the existing View Assessment Ordinance. An underline/strikeout of the Ad Hoc Committee draft Ordinance is included in Attachment 1 to the Staff Report and contains ~~strikeouts~~ for sections that were proposed to be removed and underline for portions that are proposed to be added.

In addition to the Ad Hoc Committee's proposed changes to the View Assessment Ordinance, the City Council may also choose to consider the following:

COUNCIL ACTION:

- Removal of “Lot Coverage” definition. Lot coverage is defined and used in other sections of the Solana Beach Municipal Code (SBMC) and other specific plans.
- Removal of “Building Setback” definition. Definition of setbacks are located in other definitions within the Zoning Code which is also covered under SBMC Section 17.63.030.
- Moving Section 17.63.020(G) from the Definitions section to a more appropriate section of the View Assessment Ordinance since it is not a definition.
- Addition of Structure Development Permit waiver procedures and requirements section to the View Assessment Ordinance. The current ordinance does not contain any formal procedures for a waiver request. Inclusion of a formalized process will minimize any ambiguity.
- Removal of references to mediation. Staff is unaware of applicants or view appellants that have used a formal mediator. The applicant and view appellant can engage in mediation regardless of it being codified in the ordinance.
- Renaming “View Appellant” to “View Claimant” to more clearly differentiate between an applicant and appellant. Additionally, depending on the action of the View Assessment Commission, both the applicant and claimant could be an appellant to the VAC decision/recommendation.
- Addition of “View Claimant” application information requirements, which may include contact information required and identification of “Primary Viewing Area.”
- Addition of language for View Assessment Commission continuance requests by either the applicant or view appellant consistent with existing procedures. View appellant(s) and applicants are currently allowed one continuance once an item has been scheduled for a hearing. In instances of multiple view appellants, only one continuance is allowed for all view appellants.
- Addition of language allowing a proxy to act on behalf of either the applicant or view appellant.
- Modifying Section 17.63.150(A) to read as follows to eliminate any confusion as to when an applicant may remove the poles:
 - Within 30 days of the ~~granting of a SDP or other~~ final decision by the City approving or denying the application, the Project Applicant shall remove the story poles referred to in Section 17.63.040(E) if applicable. Story poles left erected after 30 days of the granting of the permit or final determination denying the permit are unlawful and deemed abandoned. Violations of this section are subject to the penalties set out in SBMC Title 1, Chapters 1.16 or 1.18.

Staff is seeking Council direction on the Ad Hoc Committee’s proposed ordinance amendments and direction on any additional amendments to the existing ordinance including, but not limited to the above mentioned items.

CEQA COMPLIANCE STATEMENT:

This discussion item is not a project as defined by CEQA.

FISCAL IMPACT:

This item is for discussion purposes only. Therefore, there is no fiscal impact as a result of this item.

WORK PLAN:

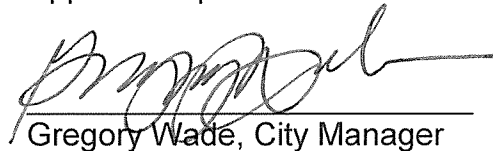
This is consistent with Item 4 – View Assessment Ordinance Update of the Community Character - Land Use and Planning section of the Fiscal Year (FY) 2019/20 Work Plan.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council provide direction to Staff.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachment:

1. 2014 Ad Hoc Committee Draft – View Assessment Ordinance modifications

Chapter 17.63 VIEW ASSESSMENT

Sections:

- 17.63.010— Purpose and intent.
- 17.63.020 Definitions.
- 17.63.030 Application of zoning regulations.
- 17.63.040 ~~Procedures~~ Application procedures and requirements for structure development permits.
- 17.63.050 Exemptions.
- 17.63.060 Notice of application for Structure Development Permit.
- 17.63.070 Application procedures and requirements for view assessment.
- 17.63.080 Findings.
- 17.63.090 Mediation.
- 17.63.100 Appeals.
- 17.63.110 Notice of Appeal.
- 17.63.120 Expiration of permits.
- 17.63.130 Extensions.
- 17.63.140 Severability.
- 17.63.150 Removal of abandoned Story Poles.

17.63.010 Purpose and intent.

The hillsides, canyons, and natural geographic features of the ~~city~~ City of Solana Beach constitute a limited natural resource in their scenic value to all city residents and visitors. These unique features have also led to a development pattern whereby vista points and views from lots have been created. The community character and property values will be adversely affected if the impact of new construction on existing viewsheds is not assessed and regulated. It is therefore the purpose and intent of this chapter:

A. To provide a process for the ~~view~~ View assessment ~~Assessment committee~~ Commission (VAC) to review all feasible solutions for development and choose ~~that the alternative which that~~ provides the best balance between the owner's (the "Project Applicant") desire to develop his/her property in accordance with applicable regulations and the neighbor's (the "View Appellant") desire to protect his/her view. This chapter does not create a right to an unobstructed view.

B. To preserve the existing character of established residential neighborhoods, and the desire to protect, where feasible, public and private views, aesthetics, and other property values in a manner which is compatible with reasonable development of property.

C. To implement those sections of the ~~general~~ General plan ~~Plan~~ land ~~Land use~~ Use element ~~Element which that~~ call for the adoption of ordinances to encourage the preservation of public and private views where feasible.

D. To promote the health, safety and general welfare of the public by preventing the needless destruction and impairment of these limited, unique, and irreplaceable views for this and future generations.

E. To provide a public notification process to encourage the resolution of view impairment issues by those property owners and residents directly affected without further involvement of the city. (Ord. 201 § 1, 1994)

17.63.020 Definitions.

For purposes of this chapter the following words, phrases and terms shall have the following corresponding meanings:

A. "Building setback" means the minimum distance as prescribed by this title between any property line, or private easement boundary used for vehicular and/or pedestrian access, and the closest point on any building or structure above ground level on the property.

B. "Lot coverage" means that portion of a lot or building site which is occupied by any building or structure.

C. ~~"Neighborhood character" means the existing characteristics of a neighborhood in terms of the following:~~ "Project Applicant" means the person who has submitted an application for a Structure Development Permit (SDP).

- ~~1. Scale of residences in the vicinity of the subject property;~~
- ~~2. Style of residences in the vicinity of the subject property;~~
- ~~3. Building setbacks to other property in the same zone.~~

D. ~~"Owner" means the person who has submitted an application for a structure development permit.~~ "View Appellant" means the person who has submitted an application to appeal the proposed project by means of a view assessment by the VAC or the City Council in the event of an appeal as set out in Section 17.63.100 and Section 17.63.110 of this chapter.

E. ~~"Privacy" means reasonable protection from intrusive visual observation and/or noise.~~ "Primary Viewing Area" shall be that area of the View Appellant's structure (excluding bathrooms, hallways, garages or closets) or lot (excluding the building setback areas) where the VAC, or the City Council in the event of an appeal as set out in Section 17.63.100 and Section 17.63.110 of the chapter, determines the best and most important view exists. The finished floor elevation of any interior primary viewing area must be at or above existing grade adjacent to the exterior wall of the part of the building nearest to that primary viewing area. The determination shall be made by balancing the nature of the view to be protected and the importance of the area of the structure or lot from where the view is observed.

F. ~~"Scale" means the total square footage, apparent bulk and lot coverage of a residence and accessory structures.~~ "View Assessment Commission" (VAC) shall be a Commission of seven persons appointed by the City Council and vested with authority to administer this chapter. The terms and qualification for service on the VAC are established in Chapter 2.74 and the general provisions for the VAC are established in Chapter 2.60. The VAC shall consist of members who are residents within the City of Solana Beach. The Community Development Director ("Director") or the Director's designee shall be an ex-officio member of the VAC. The City Council adopted "Guidelines and Toolkit" shall be applied to assist in the implementation of this chapter.

G. ~~"Structure" shall mean anything constructed or built, any edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, which is located on or on top of the ground, and exceeding seven feet in height.~~ All other requirements, terms or conditions applicable to the VAC that are not covered in this Section, shall be referenced in Chapter 2.60.

H. ~~"Style" shall mean design elements which consist of the following:~~

1. Height of structure;
2. Open space between structures;
3. Roof shape;
4. The mass of the structure;
5. Number of stories.

I. ~~“Viewing area” shall be that area of the structure (excluding bathrooms, hallways, garages or closets) or lot (excluding the building setback areas) where the view assessment committee, or the city council on appeal, determines the best and most important view exists. The finished floor elevation of any viewing area must be at or above existing grade adjacent to the exterior wall of the part of the building nearest to that viewing area. The determination shall be made by balancing the nature of the view to be protected and the importance of the area of the structure or lot from where the view is taken.~~

J. ~~“View assessment commission” shall be a commission of seven persons appointed by the city council and vested with authority to administer this chapter. The terms and qualification for service on the commission are established in Chapter 2.74 SBMC and the general provisions for the commission are established in Chapter 2.60 SBMC. The commission shall consist of resident members who are also property owners within the city of Solana Beach. The community development director or the community development director’s designee shall be an ex-officio member of the commission. The city council adopted “guidelines and toolkit” shall be applied to assist in the implementation of this chapter and shall be binding on the view assessment commission.~~

K. ~~All other terms of this commission that are not covered in this section shall be referenced in Chapter 2.60 SBMC. (Ord. 370 § 1, 2008; Ord. 201 § 1, 1994)~~

17.63.030 Application of zoning regulations.

Building height, building coverage, and building setback regulations for all zones shall be as set forth in the applicable provisions of this title, subject to specific design modifications as determined necessary by the ~~view assessment committee~~VAC or the ~~city~~City council~~Council~~ ~~on in the event of an appeal as set out in Section 17.63.100 and Section 17.63.110 of this chapter in order to achieve the purpose and intent of this chapter.~~ The ~~city~~City council~~Council~~ adopted ~~“guidelines~~Guidelines ~~and toolkit~~Toolkit” shall be utilized in conjunction with this chapter. (Ord. 201 § 1, 1994)

17.63.040 ~~Procedures~~ Application procedures and requirements for structure ~~Structure development~~ Development permits ~~Permits.~~

Any project Applicant proposing to construct a new structure or an addition to an existing structure that exceeds a height of 16 feet above existing grade shall be required to submit an application for a SDP to the City. The application shall be in a form established by the Director and shall contain sufficient information and plans to allow review pursuant to this chapter, including a complete set of preliminary plans, a site plan and all exterior elevations.

A. ~~Application for Structure Development Permit. Any owner proposing to construct a new structure, or an addition to an existing structure, exceeding a height of 16 feet above existing grade, shall be required to submit an application for a structure development permit to the city. The application shall be in a form established by the community development director and shall contain sufficient information and plans to permit review pursuant to this chapter, including a complete set of preliminary plans, a site plan and all exterior elevations. The applicant (sometimes called “owner” in this chapter) shall also submit a current property owner list,~~

postage, and one set of mailing labels for all property owners and occupants within 300 feet of the subject property or for the nearest 20 properties, whichever is greater. An application processing fee in an amount established by city council resolution shall be paid at the time of submission of the application. In the case of very minor additions to existing structures, the community development director has the authority to determine whether or not a structure development permit is required. The community development director also has the authority to waive the requirement, established by subsection B of this section, to erect story poles as a part of the application for a structure development permit for projects where there is no likelihood of a view impairment; provided, however, that if an application for review of the project is filed, the view assessment committee may require that story poles be erected. When a project requires both a city council discretionary permit under the applicable provisions of this title and a structure development permit under this chapter, the applications shall be consolidated and the matter heard by the city council according to the procedures established elsewhere in this title. An application for view assessment under subsection E of this section is required for a hearing on a consolidated application. Notice of the review period will be mailed by city staff in accordance with the above requirements and applications for view assessment must be reviewed within 30 days in accordance with subsection E of this section. The city council shall decide the consolidated application based on the standards of both the zoning ordinance and this chapter. Prior to the city council hearing, staff shall refer the consolidated application to the view assessment committee for a report, which report shall be filed within 60 days. It is required that the Project Applicant: a) meet with, and visit the property of all persons who formally file for a view assessment pursuant to Section 17.63.070, so that the Project Applicant can observe the views from the View Appellant(s) property; and b) offer to meet with the View Appellant(s) to discuss the proposed project in order to determine whether there are any mutually agreeable design solutions to preserve the primary viewing area at-issue. Failure of the Project Applicant to complete items (a) and (b) above may be considered by the VAC or the City Council in their deliberations and decision in the view assessment process as it pertains to the finding required under Section 17.63.080(A).

B. Roofline "Story" Poles. Unless waived by the community development director pursuant to subsection A of this section, as a part of the application for a structure development permit including permits consolidated with a city council discretionary permit, the applicant shall erect, or cause to be erected, temporary poles connected with string marked with colored pennants sufficient to show the height and general outline of the proposed structure. If the community development director has waived the requirement for story poles, the view assessment committee may require the poles upon a determination by the committee that the poles will aid in making the required determinations under this chapter. The accuracy of the

structural outline established by the story poles shall be verified by a signed statement of a licensed land surveyor on a story pole plot plan. Conformance of the structure, as approved or conditionally approved, to the structural outline established by the story poles, or by the conditionally approved structure development permit if different, shall be verified before final inspection of the framing by a licensed land surveyor.

C. Mediation. At the time that an application for a structure development permit is filed the applicant may make an offer in writing to submit the matters of any view impairment to mediation by a private independent mediator. When a person accepts an owner's offer to submit a matter to mediation, or when the owner accepts an offer to mediate made by a person whose view may be impaired, either party to the mediation shall notify the community development director that the matter will be submitted to mediation and all time periods for action by the community development director or the view assessment committee shall be stayed until the owner notifies the community development director in writing that mediation has been

~~concluded. If the matter of view impairment is successfully mediated, the owner shall submit revised plans showing any revisions agreed to during the mediation process along with a written statement of the mediator that the matter has been successfully mediated. If the matter is successfully mediated, the community development director shall refund the application fee paid by the owner, unless the proposed project also requires a city council discretionary permit under the zoning ordinance in which case the portion of the fee which is attributable to the view review process shall be refunded. If more than one person from more than one property have accepted an owner's offer to mediate or have voluntarily offered to submit the matter of a view impairment to mediation, the amount of the owner's application fee refunded for a successful mediation shall be proportional to the number of successfully resolved disputes. Further, if the matter is successfully mediated, the community development director shall refund to any person who has filed a request for view assessment, and with whom the owner has successfully mediated, the fee for filing the application for view assessment. If the matter is not successfully mediated, the conclusions of the mediator shall not be submitted to, or considered by, the view assessment committee. It is the intention of the city council that mediation be used to resolve view impairment issues whenever feasible. To that end, the community development director is authorized to keep a list of private mediators for reference. Any person who is qualified to act as a professional mediator and requests to be included on the list of mediators shall be included on the list. The cost of mediation shall be borne by the parties according to the usual practices of the mediator. The city council further finds that the refund of application fees to persons who successfully mediate disputes through private mediation serves the public interest by encouraging mediation and by reducing the staff time necessary to review and process applications.~~ The VAC may approved, approve with conditions, or deny a project when the project includes only a SDP application and a request for view assessment is received by the City. Those proposed elements which are less than 16 feet in height may be required to be lowered in height in order to approve higher elements elsewhere on the project. This decision is final unless an appeal to the City Council is filed pursuant to the appeal process set out in Section 17.63.100 and section 17.63.110 of this chapter. When the project includes a SDP application and a related Development Review Permit application. Or any other permit that requires a City Council decision, and a request for view assessment is received by the City, then the VAC may recommend approval, approval with conditions, or denial of the project.

~~D. Notice. Except where the community development director determines a project to be exempt from the permit requirement, the city shall mail written notice to all property owners and occupants within a 300-foot radius of the subject site or the nearest 20 property owners, whichever is greater, of the pending application. Notice shall not be given until roofline, "story" poles have been erected. Only one notice (addressed to the homeowners' association) shall be required for all properties within a condominium subdivision. Notice shall be deemed given on the date of mailing of the notice. The notice shall include all of the following:~~ When a project requires both a City Council discretionary permit under the applicable provisions of this title and a SDP under this chapter, the SDP, after a decision to recommend granting approval, conditions approval, or denial of the permit by the VAC, shall then be consolidated with the other discretionary permit and heard by the City Council according to the procedures established elsewhere in this title. An application for View Assessment under Section 17.63.070. The City Council shall decide the consolidated application based on the standards of both the zoning ordinance and the View Assessment process outlined in this chapter.

1. A brief description of the structure;
2. A statement that the application and plans for the structure are available for public review in the planning department office;

3. A statement that residents who believe that their views may be impaired by the structure are encouraged to contact the subject property owner directly to work out a mutually acceptable solution;
4. A statement informing all property owners of their right to file an application for view assessment within 30 days of the date of the notice; and
5. If the owner has made an offer to submit the matter to mediation, the fact of that offer.

E. Roofline "Story" Poles. Unless waived by the community development director ("Director") pursuant to subsection B of this section, as a part of the application for a structure development permit including permits consolidated with a city council discretionary permit, the applicant shall erect, or cause to be erected, temporary poles connected with string marked with colored pennants attached, or other markings as determined by the Director sufficient to show the height and general outline of the proposed structure. If the Director has waived the requirement for story poles pursuant to section 17.63.045, the VAC may require the poles upon a determination by the VAC that the poles will aid in making the required determinations under this chapter. The accuracy of the structural outline established by the story poles shall be verified by a signed statement of a licensed land surveyor on a story pole plot plan.

Conformance of the structure, as approved or conditionally approved, to the structural outline established by the story poles, or by the conditionally approved SDP if different, shall be verified before final inspection of the framing by a licensed land surveyor.
~~Application for View Assessment. Any person who owns or has lawful possession of a residence from which a view may be impaired by the proposed structure, or in the case of an impact to a public view, any person who owns or has lawful possession of a residence in the city or the community development director, may, within 30 days of the date of notice, file an application for view assessment. The application shall include a description of the "viewing area" as defined in this chapter and the extent of impairment. An application processing fee in an amount established by city council resolution for applications involving impacts to a residence (but there shall not be a fee for applications based on impacts to public views) shall be paid at the time of submission of the application. If an application for view assessment is filed, all issues in dispute including, if necessary, the determination of a viewing area, shall be resolved by the view assessment committee. The view assessment committee shall hold a public meeting not more than 30 days after the last date for filing an application for view assessment. All applications for view assessment with respect to a proposed project shall be heard at the same hearing. Unless the applicant for the permit consents to a longer time period, the view assessment committee shall render its decision within 30 days following the first meeting on the application. If during the view assessment committee meeting the project is redesigned to extend outside the originally proposed three-dimensional building envelope, the meeting shall be continued and the new design renoticed in conformance with subsection D. The decision of the view assessment committee shall be incorporated as a condition of the structure development permit and any other discretionary permits required for the proposed structure. Written notice of the view assessment committee's decision shall be sent to the owner and all parties who filed for view assessment.~~

~~If no application for view assessment is filed within 30 days of the original date of notice, all rights to review are waived and the community development director shall grant the structure development permit unless any other city council discretionary permit is required by this title or the application does not comply with other applicable zoning or building laws.~~

~~F. Findings. In making a decision on a matter for which view assessment has been requested, the view assessment committee shall be required to make the following findings:~~

~~1. The applicant for the structure development permit has made a reasonable attempt to resolve the view impairment issues with the person(s) requesting view assessment. Written evidence of a good faith voluntary offer to meet and discuss view issues, or of a good faith voluntary offer to submit the matter to mediation, is hereby deemed to be a reasonable attempt to resolve the view impairment issues.~~

~~2. The proposed structure does not significantly impair a view from public property (parks, major thoroughfares, bike ways, walkways, equestrian trails) which has been identified in the city's general plan, local coastal program, or city designated viewing areas.~~

~~3. The structure is designed and situated in such a manner as to minimize impairment of views.~~

~~4. There is no significant cumulative view impairment caused by granting the application. Cumulative view impairment shall be determined by: (a) Considering the amount of view impairment caused by the proposed structure; and (b) considering the amount of view impairment that would be caused by the construction on other parcels of structures similar to the proposed structure.~~

~~5. The proposed structure is compatible with the immediate neighborhood character.~~

~~G. Appeals. The decision of the view assessment committee may be appealed to the city council by the owner or the person(s) who requested the view assessment only after written documentation that interested parties participated in mediation or some other nonbinding form of alternative dispute resolution. Subsection C of this section authorizes the community development director to keep a list of private mediators for reference. The cost of mediation shall be borne by the participants according to the usual practices of the mediator. Mediation must be requested in writing within 10 days of the date of notice of the decision of the view assessment committee with a copy of the written request also shared with the community development director. If upon completion of mediation, the dispute has not been resolved, only those parties who participated in the mediation may file an appeal of the view assessment committee decision. The decision of the mediator will be reviewed by the community development director to confirm that the mediated agreement is consistent with all provisions of the SBMC. If the mediated agreement meets the SBMC standards, the city council shall adopt a resolution of approval. If the mediated decision does not meet SBMC standards, it shall be returned to the mediator. If the mediator provides a written statement that the parties were unable to resolve the issues, then an appeal may be filed in accordance with the following provisions:~~

~~1. A notice of appeal must be filed in writing with the community development director (a) within but no later than 10 days after the date of a written decision by a mediator following confirmation by the community development director that the decision is final; or (b) within 10 days of written notification that mediation has not been successful; or (c) within 60 days of the date of the decision of the view assessment committee. The 60-day period may be extended if progress is being made through mediation and all parties in mediation agree to the extension. If mediation has been successful and the decision becomes final, then no appeal is necessary. Assuming the design, conditions and standards associated with the mediation project meet all city standards, the community development director will prepare a resolution for city council approval on the consent calendar. The notice of appeal shall contain a statement of the grounds for the appeal. The community development director shall mail the notice of appeal to all persons who submitted oral or written testimony to the view assessment committee at the hearing on the project. The appellant shall pay the cost of the mailing.~~

2. At the time of filing a notice of appeal, an appeal fee to cover the cost of the appeal in an amount established by city council resolution shall be paid to the extent that payment is required by the city council resolution establishing the fee.

3. Within 10 days following the filing of a notice of appeal the appellant shall file with the community development director a statement on appeal which includes: (a) the grounds for the appeal; (b) a summary of the evidence presented to the view assessment committee; (c) a summary of the evidence presented during mediation as well as any written conclusions from the mediator; and (d) any argument the appellant wishes to make supporting the appeal. Upon receipt of the statement, the community development director shall make the statement available as a public record.

4. At a subsequent city council meeting which is more than 10 days after the filing of the appellant's statement on appeal, the city council shall conduct a hearing on the appeal.

5. Notice of the hearing on appeal shall be mailed 10 days prior to the hearing to the appellant(s), to the owner, to all persons who requested view preservation review and to all persons who appeared at the view assessment committee meeting or submitted comments for consideration by the view assessment committee. The determination of the city council on appeal includes a consideration of the following matters: (a) the issues submitted to the view assessment committee and identified in the notice of appeal; (b) the evidence presented to the committee at the hearing on the matter and any additional evidence which the city council finds could not reasonably have been submitted to the view assessment committee; (c) the resolution of the view assessment committee; (d) a transcript of the hearing before the committee if one has been prepared by the appellant(s) or other person and presented to the city council for its consideration; (e) written statements by persons authorized to appear at the public hearing; and (f) oral presentations by persons appearing at the public hearing. The city council shall permit any person who appeared at the committee hearing or who submitted written comments to the committee to be heard at the hearing on appeal and may permit any other person to be heard. The city council may exercise its independent judgment as to the matter, but shall not overturn the decision of the committee except on the affirmative vote of three members of the city council. The decision of the city council is final. (Ord. 329 § 1, 2004; Ord. 317 § 1, 2003; Ord. 312, 2003; Ord. 288 § 1, 2002; Ord. 201 § 1, 1994)

17.63.050 Exemptions.

A. ~~structure development permit~~SDP pursuant to SBMC 17.63.040 shall not be required for the following development:the reconstruction of a structure which has been destroyed, in whole or in part, by fire or natural disaster, subject to the provisions for nonconforming uses as set forth in Chapter 17.16 of the Solana Beach Municipal Code

A. ~~Any development project in conformance with a valid, unexpired site development plan, site development permit or building permit approved, conditionally approved or issued before the effective date of the ordinance codified in this chapter.~~

B. ~~Any development project for which a site development plan, site development permit, or building permit has been requested and stamped as conditionally approved for processing prior to February 5, 1990.~~

C. ~~The reconstruction of a structure which has been destroyed, in whole or in part, by fire or natural disaster, subject to the provisions for nonconforming uses as set forth in Chapter 17.16 SBMC. (Ord. 201 § 1, 1994)~~

17.63.060 Notice of application for Structure Development Permit.

A. The Project Applicant shall submit a current property owner list, postage and one set of mailing labels for all property owners and occupants within 300 feet of the subject property or for the nearest 20 properties, whichever is greater.

B. Except where the Director determines a project to be exempt from the SDP requirement, the City shall mail written notice to all property owners and occupants within a 300-foot radius of the subject site or the nearest 20 property owners, whichever is greater, of the pending application. Notice shall not be given until roofline, story poles have been erected. Only one notice (addressed to the homeowners' association) shall be required for all properties within a condominium subdivision. Notice shall be deemed given on the date of mailing of the notice. Notice shall also be posted by the City at the subject property in plain view and deemed given on the date of the posting of the notice. The notice shall include all of the following:

1. A brief description of the structure;
2. A statement that the application and plans for the structure are available for public review in the Community Development Department office;
3. A statement that residents who believe that their views may be impaired by the structure are encouraged to contact the Project Applicant directly to work out a mutually acceptable solution to any view impairment issues;
4. A statement informing all potential View Appellant(s) of their right to file an application for view assessment within 30 days of the date of the notice.

17.63.070 Application procedures and requirement for view assessment.

A. Any person who owns a residence from which a view may be impaired by the proposed structure, or in the case of an impact to a public view, any person who owns a residence in the City or the Director, may, within 30 days of the date of notice, file an application for view assessment. The application shall include a description of the "primary viewing area" as defined in this chapter and the extent of impairment. An application processing fee in an amount established by City Council resolution for applications involving impacts to a residence shall be paid at the time of submission of the application.

B. There shall not be a fee for applications based on impacts to public views.

C. If an application for view assessment is filed, all issues in dispute including, if necessary, the determination of a viewing area shall be resolved by the VAC. The VAC members shall inspect the claimed views from the View Appellants' property. Also, the VAC should inspect the Project Applicant's proposed project on site, if accessible, but need not meet with the Project Applicant. It is required that the members shall be allowed to enter and observe from inside all areas of the building at a property filing for view assessment. The Project Applicant is also required to enter and observe the views from the building where a view assessment has been applied for. Therefore, the View Appellant shall also agree in writing, at the time of application for a view assessment, to provide timely access (within 30 days) to all rooms within their residence to all members of the VAC, and also shall agree to provide this access to the Project Applicant for purposes of the view assessment process.

D. A Project Applicant or a View Appellant, who fails to provide access as specified herein, may have their application deemed incomplete by the Director. Further, the application for view assessment may be deemed withdrawn by the Director if no access has been provided by a View Appellant to the VAC or the Project Applicant of the proposed project within 30 days of the filing for a view assessment. The view assessment fee shall not be refunded in this instance.

E. Once a primary viewing area has been established by the VAC decision, or by City Council decision in the event of an appeal as set out in Section 17.63.100 and Section 17.63.110 of this chapter, it shall not change thereafter for the application, unless significant and subsequent structural modification to the residence or view shed, as permitted by the City, have modified the subject property to the extent that the VAC or City Council determines a new primary viewing area has been created by the permitted modification.

F. All applications for view assessment with respect to a proposed project shall be heard at the same hearing. In appropriate instances, one continuance may be provided when a Project Applicant requests one for the purpose of redesign pursuant to this Section. Should the new design fall entirely within the building envelope of the original design, no re-noticing of the project is required. Should the new design fall outside of the building envelope of the original design, Story Pole modification, Height Certificate re-certification and re-noticing of the project is required.

G. After the notice for the meeting has been published, an opportunity for one (1) postponement may be requested by either party no later than 48 hours prior to the scheduled meeting.

H. Written notice of the VAC's decision shall be sent to the Project Applicant and all View Appellant(s).

I. If no application for view assessment is filed within 30 days of the original date of notice, all rights to review are waived and the Director shall grant the SDP unless any other City Council discretionary permit is required by this title or the application does not comply with other applicable zoning or building laws.

17.63.080 Findings.

In making a decision on a matter for which view assessment has been requested, the VAC shall be required to make the following findings:

A. There is a view from the View Appellant's property that is impaired in any amount by the proposed structure. This finding shall be made and voted on by the VAC before the VAC can proceed to determine if the remaining findings can be made. If this finding cannot be made, then the VAC shall not proceed to determine the remaining findings and the application for view assessment shall be denied.

B. The Project Applicant for the SDP has made a reasonable attempt to resolve the view impairment issues with the View Appellant(s).

C. The proposed structure does not significantly impair a view from public property (parks, major thoroughfares, bikeways, walkways and bridges) that has been identified in the City's General Plan, Specific Plans, Local Coastal Program or City designated viewing areas.

D. The structure is designed and situated in such a manner as to minimize impairment of views.

E. There is no significant cumulative view impairment caused by granting the application. Cumulative view impairment shall be determined by: (1) considering the amount of view impairment caused by the proposed structure; and (b) considering the amount of view impairment that would be caused by the construction of structures on other parcel similar to the proposed structure.

17.63.090 Mediation.

A. If the Project Applicant is unable to come to an agreement with the View Appellant(s) and all parties agree, the parties may attempt to determine whether there are any mutually agreeable design solutions to preserve the primary viewing area at issue through private mediation. The parties are to agree to a Mediator, who is a neutral party and not beholden to any of the parties.

B. When a View Appellant accepts a Project Applicant's offer to submit a matter to mediation, or when the Project Applicant accepts an offer to mediate made by a View Appellant whose view may be impaired, either party to the mediation shall notify the Director that the matter will be submitted to mediation and all time periods for action by the Director or the VAC shall be stayed until the Mediator notifies the Director in writing that mediation has been concluded.

C. If the matter of view impairment is successfully mediated, the Project Applicant shall submit revised plans showing any revisions agreed to during the mediation process along with a written statement of the mediator that the matter has been successfully mediated.

D. The City Council finds that the refund of application fees to persons who successfully mediate disputes through private mediation serves the public interest by encouraging mediation and by reducing the Staff time necessary to review and process applications. If the matter is successfully mediated, the Director shall refund the application fee paid by the Project Applicant, unless the proposed project also requires a City Council discretionary permit under the zoning ordinance, in which case only the portion of the fee that is attributable to the view assessment process shall be refunded. If more than one View Appellant from more than one property has accepted a Project Applicant's offer to mediate or has voluntarily offered to submit the matter of a view impairment to mediation, the amount of the Project Applicant's application fee refunded for a successful mediation shall be proportional to the number of successfully resolved disputes. Further, if the matter is successfully mediated, the Director shall refund to any View Appellant who has filed a request for view assessment, and with whom the Project Applicant has successfully mediated, the fee for filing the application for view assessment.

E. If the matter is not successfully mediated, the conclusions of the mediator shall not be submitted to, or considered by, the VAC. It is the intention of the City Council that private mediation be used to resolve view impairment issues whenever feasible.

F. The Director is authorized to keep a list of private mediators for reference. Any person who is qualified to act as a professional mediator and requests to be included on this list of mediators shall be included on the list. The cost of mediation shall be borne by the parties according to the usual practices of the mediator.

17.63.100 Appeals

The decision of the VAC may be appealed to the City Council by the Project Applicant or by the View Appellant (s). The decision of the City Council on the matter is considered the final determination.

17.63.110 Notice of Appeal.

A. A notice of appeal must be filed in writing with the Director no later than 30 days after the date of the notice of decision. The notice of appeal must include: (a) the grounds for the appeal; (b) a summary of the evidence presented to the VAC; and (c) any argument the appellant wishes to make supporting the appeal. Upon receipt of the statement, the Director shall make the statement available as a public record. The Director shall mail the notice of appeal to all persons who submitted oral or written testimony to the VAC at the hearing on the project. The person(s) appealing the decision shall pay the cost of the mailing.

B. At the time of filing a notice of appeal, an appeal fee to cover the cost of the appeal in an amount established by City Council resolution shall be paid to the extent that payment is required by the City Council resolution establishing the fee.

C. After the filing of the appellant's statement on appeal, the City Council shall conduct a hearing on the appeal.

D. Notice of the hearing on appeal shall be mailed 10 days prior to the hearing to the appellant(s), to the Project Applicant, to all persons who requested a view assessment, and to all persons who appeared at the VAC meeting or submitted comments for consideration by the VAC. The determination of the City Council on appeal includes a consideration of the following matters: (a) the issues submitted to the VAC and identified in the notice of appeal; (b) the evidence presented to the VAC at the hearing on the matter and any additional evidence that the City Council finds could not reasonably have been submitted to the VAC; (c) the record and resolution of the VAC; (d) a transcript of the hearing before the VAC if one has been prepared by the appellant(s) or other person and presented to the City Council for its consideration; (e) written statements by persons authorized to appear at the public hearing; and (f) oral presentations by persons appearing at the public hearing. The City Council shall visit the site as described in Section 17.63.042(A). The City Council shall permit any person who appeared at the VAC hearing or who submitted written comments to the VAC to be heard at the hearing on appeal and may permit any other person to be heard. The City Council shall exercise its independent judgment as to the matter, but shall not overturn the decision of the VAC except on the affirmative vote of three members of the City Council. The decision of the City Council is final.

17.63.060-120 Expiration of permits.

~~Unless a different time is otherwise specifically stated in the permit, All structure development permits SDPs shall expire and become void 24 months from the date of final approval unless a building permit is issued in accordance with the approved entitlement. permit and construction is commenced and diligently pursued toward completion. This requirement shall apply to all structure development permits issued under this chapter. With respect to permits issued pursuant to Ordinance No. 133, the permit shall expire 24 months after the date of adoption of the ordinance enacting this chapter. The community development director shall give written notice by first class mail of the 24-month expiration period to each holder of a permit under Ordinance No. 133 for which building permits have not been issued and construction commenced. The notice shall be mailed within 30 days of the date of adoption of the ordinance enacting this chapter. (Ord. 201 § 1, 1994)~~

17.63.130 Extensions.

All requests for extensions of SDPs are subject to Section 17.72.110 of Chapter 17.72 of this title.

17.63.140 Severability

The provisions of this ordinance are declared to be severable and if any provision, sentence, clause, section or part of this ordinance is held illegal, invalid, unconstitutional or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this ordinance or their application to persons and circumstances.

17.63.150 Removal of abandoned Story Poles

A. Within 30 days of the granting of a SDP or other final decision by the City approving or denying the application, the Project Applicant shall remove the story poles referred to in Section 17.63.040(E) if applicable. Story poles left erected after 30 days of the granting of the permit or final determination denying the permit are unlawful and deemed abandoned. Violations of this section are subject to the penalties set out in SBMC Title 1, Chapters 1.16 or 1.18.

B. In addition to the penalties set out in Chapters 1.16 and 1.18 of the SBMC, the City may require a deposit from the Project Applicant to be used to cover the cost of removal of the story

poles in the event the Project Applicant fails to do so within 30 days of the granting of the permit or final decision denying the permit. The amount of the deposit shall be included in the City's master fee schedule and the amount shall be set by City Council resolution.

C. The legal obligation to timely remove story poles as set forth in subsection A and the corresponding penalties, shall apply to all Project Applicants, including those who received a final determination on their application prior to the enactment of this section.



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: August 28, 2019
ORIGINATING DEPT: City Manager's Office
SUBJECT: **Introduce (1st Reading) Ordinance No. 504 – Amending Title 5 of the Solana Beach Municipal Code Regarding Regulation of Food Service Ware, Polystyrene and Plastic Bottles in Furtherance of Protecting the Environment and Reducing Single-Use Plastics and Waste**

BACKGROUND:

Since the 1950's, industry has produced 8.3 billion metric tons of plastic globally. Only 9 percent of it has been recycled, 12 percent has been incinerated and the rest has ended up either as trash in a landfill or as litter in our oceans and on our land. (Science Advances, July 2017.) Half of all plastic manufactured becomes trash in less than a year of being produced and this trash persists in the environment for hundreds of years leaching harmful chemicals into soils and water as it degrades.

Locally, San Diego Coastkeeper reports that in 2018, 53 percent of all the refuse and debris collected along the San Diego coastline was plastic. Much of the plastic collected consisted of pieces less than one inch in diameter which is a size easily mistaken as food by wildlife.

Single-use plastics not only create a litter and pollution issue; they also contribute to the climate crisis by contributing to greenhouse gas (GHG) emissions via materials extraction, product production and waste disposal. Without action, projections estimate GHG emissions from plastics will reach 15 percent of the global carbon budget by 2050.

Both houses of the California State Legislature have acknowledged the worldwide environmental devastation and health problems created by plastic and non-recycled trash and are considering Senate Bill 54 and Assembly Bill 1080, together known as the California Circular Economy and Plastic Pollution Reduction Act. The California Circular

COUNCIL ACTION:

Economy and Plastic Pollution Reduction Act (the “Plastic Pollution Reduction Act”) addresses the issue by attempting to dramatically reduce plastic packaging waste and jump-start the in-state clean recycling economy. The Plastic Pollution Reduction Act sets a goal that by 2030 all single-use plastic packaging and certain plastic products in the market be recyclable or compostable. Furthermore, it sets a goal that by 2030 the waste generated from single-use plastic packaging and products be reduced by 75 percent through source reduction, recycling or composting.

The City of Solana Beach has a long history of implementing policies in support of environmental stewardship and sustainable practices. In 2012, the City became the first in San Diego County and one of the first in the state to adopt an ordinance to discourage the use and distribution of single-use plastic bags with the Plastic Bag Use Reduction Ordinance (Ordinance 435). In 2015, the City also adopted Ordinance 466 regulating the use of certain polystyrene products.

This ordinance continues the City’s efforts to protect the environment and would expand the polystyrene ban to include additional restrictions on the use and distribution of single-use plastic food service ware items and to disallow polystyrene items on the City’s beaches. This ordinance would also add an additional chapter to the Solana Beach Municipal Code (“SBMC”) regulating the use and distribution of plastic bottles and packaged water at City facilities or events on City property.

This item is before City Council to consider the introduction (1st Reading) of Ordinance 504 amending Title 5 of the Solana Beach Municipal Code regarding the regulation of food service ware, polystyrene and plastic bottles.

DISCUSSION:

Nearly all plastic ever created, regardless of whether it has been recycled, still exists. It is estimated that there are over five trillion pieces of plastic in the ocean. Of these pieces, 92 percent are smaller than a grain of rice. Marine organisms mistake these fragments as food and, thus, the plastic enters into the food chain. Plastics in the ocean also attract other pollutants, which magnify the toxicity of the fragments consumed by marine life, and ultimately enter the human food chain. Plastic ends up in the ocean through human error and misuse, such as litter that blows into the ocean from beaches or through our storm drain system.

One approach to tackle the problem of plastics in the environment is to pass policies to limit the distribution of single-use plastics, specifically targeting those items most commonly found as marine litter, which includes plastic bags, polystyrene foam food containers, and plastic utensils, straws and bottles. This year the European Union, which includes 28 countries including France, Italy, Germany and Spain, has banned the following single-use plastics, among other items, by 2021: plastic plates, utensils, straws, stirrers, and polystyrene foam beverage cups and food containers.

The City already regulates plastic bags, polystyrene containers and packaging materials. In addition to these regulations, the City adopted a Climate Action Plan (CAP) in 2017 in order to address the issue of Global Warming with the goal of reducing greenhouse gas emissions 50 percent by 2035 from levels measured in 2010. Because waste contributes to greenhouse gas emissions, one of the measures in the Climate Action Plan calls for the diversion of 90 percent of solid waste away from the landfills (Measure W-1). Based on this plan, and to address the global plastics problem, City Council incorporated the reduction of one-time plastic use items into its Work Plan and directed the City's Climate Action Commission (CAC) to research potential plastic restrictions and propose measures for City Council to consider enacting in Solana Beach.

Process

In 2018, the CAC held several public meetings to discuss the plastics problem and how the City might implement measures to minimize plastic pollution within the City. The commissioners researched measures already implemented in other California jurisdictions and compiled and summarized what they deemed as best practices into a matrix (Attachment 2) that was presented to Council at a public meeting on November 13, 2018.

Council received the recommended measures and directed Staff to conduct outreach in the community surrounding the measures before bringing a new ordinance back to Council for consideration. The outreach efforts and input received are summarized in the "Outreach" section below.

A draft ordinance was released prior to and subsequently reviewed at the July 17, 2019 CAC meeting. During this meeting, commission members stated that since making the original presentation to Council in November, there have been additional measures adopted by some communities that improve and add clarity to the items included in the matrix. Although, the City's initial outreach materials did not include some of these items, the commissioners felt that the changes were not substantially different from the outreach conducted and should be included in the draft Ordinance for Council to consider. These measures are indicated in blue font in the draft before Council.

Summary of Food Service Ware and Polystyrene Measures

As part of the City's ongoing efforts to reduce or limit products that are harmful to the environment, proposed amendments to Title 5 of SBMC include restrictions on single-use plastic items that could end up as litter on the beach or as trash in the landfill. Diversion of waste from the landfill is a strategy (W-1) in the City's Climate Action Plan.

Some of the proposed measures are as follows:

- Prohibition on the sale of food service ware by any establishment in the City if the food service ware is not recyclable or compostable.

- Prohibition on the sale by any establishment in the City of single-use straws, utensils, stirrers, splash sticks, cocktail sticks or toothpicks made with plastic.
- Prohibition on the use of food service ware by food vendors for prepared food if the food service ware is not recyclable or compostable.
- Prohibition on the use of single-use straws, utensils, stirrers, splash sticks, cocktail sticks or toothpicks made with plastic when serving prepared food.
- Requirement that food vendors distribute common single-use food accessory items like utensils, stirrers, and straws only upon request by the customer.
 - If straws, utensils, stirrers, splash sticks, cocktail sticks or toothpicks are distributed, they cannot be plastic.
 - All other food service ware accessories must be made from a material that is recyclable or compostable.
- Expanded polystyrene prohibitions including the prohibition on the sale of polystyrene products which are not encased in a harder plastic like foam coolers and beach toys in any retail establishment within the City and the prohibition of these items on City beaches.
- Provision allowing customers to bring and use their own reusable cups at any food establishment in the City.

Several of the proposed measures include an “only-upon-request” policy. Implementing an “only-upon-request” policy citywide will reduce waste without limiting a customer’s ability to use single-use items if needed or desired. Currently, customers who pick up take-out food to eat at home, for example, open their take-out bags to find plastic utensils, napkins and condiments automatically included when the customer had no need for such items at home. The new ordinance requires a food vendor to only provide such disposable throw-away items if the customer expresses a need for them.

It is also common practice at coffee shops for customers to bring their own reusable cups for coffee. In fact, many coffee shops even incentivize this behavior by offering discounts when the customer does so. The proposed update would expand this practice to all types of food establishments where drinks are offered in single-use cups. The provision gives customers the option and opportunity to bring their own reusable drink container to any food establishment. The provision also gives the food vendor the option to deny using the reusable container only if it is inappropriately sized or poses a health hazard due to the condition of the cup. Such determinations would be entirely up to the food vendor’s discretion. California health and safety codes have recently been updated with procedures for restaurants to follow when using customer-brought beverage cups and food containers.

When a food vendor does provide food accessory items, such items must be recyclable or compostable and many common accessory items cannot be plastic. The most commonly available alternatives are wood, bamboo or paper in the case of straws. Although non-plastic alternatives can cost more when similar quantities are ordered, much of the difference can be accounted for when providing the items only upon request. In other words, if food vendors do not provide food ware accessories automatically with every order, the vendor will not have to purchase as much.

Finally, the proposed updates would prohibit any retailer within the City from selling polystyrene foam products like coolers and boogie boards unless they are encased in a harder plastic. Polystyrene foam is commonly found in beach litter and, unless it is encased in a harder coating, it easily breaks down into smaller pieces or blows away into the ocean, endangering marine life. The proposed ordinance also stipulates that those sorts of items would not be allowed on any of the City's beaches. Beach goers could still bring coolers onto the beach, but they would have to be made of a hard plastic material that is considered reusable.

The City's current waste hauler is EDCO and EDCO maintains a list on their website of which items they are able to recycle. Currently, any plastic numbered with a 1-7 recycling symbol is accepted by EDCO as recyclable. EDCO has emphasized its policy is not to incinerate or landfill any plastics they receive through their recycling stream even if they cannot find a market for those plastics. Instead, they hold them until such time that they are able to sell the materials even if this results in a financial loss.

EDCO has plans to implement a commercial and curbside composting program by early 2021; however, composting is not currently available for City residents. For this reason, the definition of "compostable" in the proposed ordinance has two parts. The first part includes the stipulation that an item is compostable if it can be accepted into the City's commercial composting program, which will be applicable once such a program goes into effect. The second part stipulates that "compostable" also means any item that is made of non-plastic plant material. Examples of "non-plastic plant material" items include things like bamboo or wood utensils, paper straws, wood stirrers or any paper products that are either unlined or lined with a non-plastic material such as wax or clay. Uncoated paper plates, for example, would meet the criteria of compostable even though at this time they must be thrown into the trash. Because they are made of a plant material, they should degrade, unlike plastic.

Summary of Plastic Bottles and Packaged Water

All of the measures outlined thus far apply to businesses in Solana Beach and to the City's operations and events happening on City property. The next set of proposed measures relate to plastic bottles and packaged water and only apply to City operations and to events occurring on City property.

One third of all bottled water sold in the United States is repackaged tap water. At City facilities in particular, there are alternatives to bottled and packaged water in the form of filling stations or water fountains. It is increasingly common for large-scale events like the Switchfoot BRO-AM in Encinitas or the America's Cup sailing competition to be plastic-water-bottle free.

There are two versions of a plastic bottle ordinance for Council to consider. The first places limits on the sale and distribution of plastic bottled water and packaged water on City property or at City-sponsored events. Many jurisdictions throughout California have

adopted restrictions on the use of plastic water bottles. The second is a broader measure that places limits on the sale and distribution of any beverage in a plastic bottle less than a liter in size on City property or at City-sponsored events. A similar measure was adopted in 2017 by the City of San Luis Obispo.

The broader measures go further to reduce the amount of plastic used overall. One million plastic bottles are bought every minute and beverage bottles are one of the most common types of plastic waste. In 2016, fewer than half of the bottles bought were collected for recycling and just 7 percent of those collected were turned into new bottles. Most ended up in landfills or in the ocean.

Alternatives to beverages in small plastic bottles include beverages served from soda fountains or larger containers into reusable, recyclable or compostable cups including paper cups. An additional alternative could be drinks in aluminum cans which have a higher recycling rate than plastic bottles.

If directed by Council, the City could also conduct a review and assessment of available water sources at city facilities, including buildings, parks, plaza, playgrounds and other public spaces to determine the needs for additional or modified bottle filling stations, drinking fountains, and/or potable hook-ups for public use in an attempt to further reduce the use and reliance on bottled water. The review could assess each City facility's needs and the estimated costs to provide bottle filling stations, drinking fountains, and/or potable hook-ups for public use. The City will also consider the installation of backflow preventers and related plumbing equipment on existing potable water systems to facilitate public access to such potable water in the sites most frequently used for special events.

Implementation of the Restrictions

As reflected in the ordinance language, implementation of these regulations would be incremental to allow businesses to find suitable substitutes and use up any current inventory of non-compliant items. Some provisions will be effective immediately, others after six months, and others one year after implementation.

In all cases, the ordinance allows for exceptions to the provisions in the case of health and safety or for a waiver by the City Manager if there is no feasible alternative to a non-compliant item.

Outreach

The City's outreach to the community surrounding these measures included the following:

- Presentation at a Business Liaison meeting
- Created brochure (Attachment 3) and webpage
- Outreach to Chamber of Commerce
 - Email blast to members concerning proposed measures
 - Organized meeting for members to review proposed measures

- Outreach to California Grocers Association, Restaurant Association and American Beverage Association
- Visited local stores and restaurants
 - Staff visits
 - Surfrider collaboration with their Ocean Friendly Restaurants Program
- Letter to businesses (Attachment 4)

Feedback received during the outreach efforts was generally positive surrounding the measures. There was no expressed opposition to the ordinance as a whole. Some industry trade groups did express some concerns with specific portions of it. Any feedback received by the industry associations that was incorporated into the draft ordinance is indicated using brown font for Council consideration.

The San Diego Chapter of the California Restaurant Association cited some issues they have experienced in communities where “only-upon-request” provisions have already been adopted. They stated that this has created many points of confusion for customers who go through a drive-thru only to learn later that they did not receive any utensils. They asked that the ordinance allow that items be available “upon request” or “upon offer.” This wording allows for a drive-thru employee, for example, to ask whether the customer would like utensils or condiments and the food vendor could only provide the items if the customer confirms they need the items and only in the quantities specified by the customer.

The Grocers Association letter (Attachment 5) primarily expressed concern regarding the prohibition on foam meat packing trays, because they indicate the only viable alternatives that meet health and safety standards are ones that are compostable. They would need a feasibility waiver at least until composting facilities are available, because there are no meat tray alternatives that are recyclable. Therefore, the ordinance language stipulates this requirement go into effect once commercial composting is available in Solana Beach.

The strongest opposition expressed toward any provision in the ordinance was by the Non-Alcoholic Bottled Beverage Association (Attachment 6). They take issue with any plastic bottle restrictions whether applied only to water or to all beverages. Their letter argues their bottles are 100% recyclable and that new bottle-to-bottle initiatives are underway in California (as part of the Circular Economy) that would recycle used plastic bottles made of polyethylene terephthalate (PET) bottles into new bottles over and over. They feel a better approach to minimize plastics in the environment is to improve recycling efforts.

Council Direction

As noted above, Council previously directed Staff to conduct outreach on this issue and the feedback received during this outreach process is incorporated into the draft ordinance using different colored font. Text in blue reflects changes proposed by the Climate Action Commission after Staff conducted this outreach. For example, Staff outreach to restaurants outlined that plastic straws, utensils, and stirrers would be

prohibited. The current draft expands the restrictions to also prohibit plastic splash sticks, cocktail sticks and toothpicks. In addition, no outreach was done for the provisions now included as section 5.03.070 regarding reusable customer cups.

Brown font incorporates changes based on concerns from the Grocers and Restaurant Associations. This language is provided for Council consideration whether to incorporate their feedback.

Regarding plastic bottles, Council may consider whether to approve broader plastic beverage bottle restrictions (version 2 as set out in the draft ordinance) or to limit those restrictions only to plastic bottled water (version 1 as set out in the draft ordinance).

The proposed amendments to the Solana Beach Municipal Code are consistent with the City's CAP. They have been discussed and recommended by the CAC. The proposed regulations are also similar to those adopted in other communities in the state, which have been implemented with the support of environmental protection organizations and the general public.

CEQA COMPLIANCE STATEMENT:

The proposed Ordinance is exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to Section 15308 of the CEQA Guidelines because it is an activity undertaken "to assure the maintenance, restoration, enhancement and protection of the environment" and pursuant to Section 15061(b)(3) because there is no possibility that the activity in question may have a significant effect on the environment.

FISCAL IMPACT:

There is no fiscal impact as a result of this item.

WORK PLAN:

Environmental Sustainability Section A-4: Plastic Use Restrictions

OPTIONS:

- Introduce Ordinance 504 amending SBMC Title 5 to expand the ban on polystyrene products to address single-use plastics and plastic bottles (indicating version 1 or version 2) on City property.
- Provide direction on revisions to Ordinance 504 and direct Staff whether more outreach is required.
- Do not introduce Ordinance 504.

DEPARTMENT RECOMMENDATION:

Staff recommends the City Council consider, discuss and, if acceptable, introduce Ordinance 504 amending SBMC Title 5 to expand the ban on polystyrene products to address single-use plastics and plastic bottles on City property.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Ordinance 504
2. Proposed measures matrix
3. Plastics brochure
4. Letter to businesses
5. Grocers Association letter
6. Beverage Bottle Association letter

ORDINANCE NO. 504

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AMENDING TITLE 5 OF THE SOLANA BEACH MUNICIPAL CODE REGARDING REGULATION OF FOOD SERVICE WARE, POLYSTYRENE AND PLASTIC BOTTLED BEVERAGES IN FURTHERANCE OF PROTECTING THE ENVIRONMENT AND REDUCING SINGLE-USE PLASTICS AND WASTE

WHEREAS, the City of Solana Beach has engaged in ongoing efforts to reduce or limit products that are harmful to the environment; and

WHEREAS, the City of Solana Beach has a long history of environmental stewardship and planning for a sustainable future; and

WHEREAS, this Ordinance aims to support the City of Solana Beach's Climate Action Plan since single-use plastics contribute to greenhouse gas (GHG) emissions via materials extraction, product production and waste disposal and without action, global production is projected to triple and GHG emissions from plastics would reach fifteen percent (15%) of the global carbon budget by 2050; and

WHEREAS, the purpose of this Ordinance is to encourage the use of ocean-friendly products that do not have a detrimental effect on the natural environment or character of the community; and

WHEREAS, plastics break down into ever smaller pieces through photo-, physical, and biological degradation processes, and these smaller pieces persist in the environment for hundreds of years and can enter the food chain when animals ingest the pieces believing they are food. Harmful chemicals associated with plastics can also leach into soils and water; and

WHEREAS, a study by the University of Exeter and Plymouth Marine Laboratory in the United Kingdom found plastics in the gut of every single sea turtle examined and in ninety percent (90%) of seabirds. Additionally, plastic negatively affects marine ecosystems and wildlife, as demonstrated by countless seabirds, turtles, and marine life including, but not limited to, whales and dolphins, which have died from plastic ingestion and entanglement; and

WHEREAS, polystyrene is particularly harmful to the environment because it is frequently used for single-use purposes. A website by Californians Against Waste estimates that 377,579 tons of expanded polystyrene are produced in California and that 154,808 tons of that type of polystyrene are made specifically for food service packaging that ends up in the landfill. Either these products are immediately disposed of after a single use, or they are dispersed into the environment either intentionally or

accidentally from being blown by the wind or falling out of trash receptacles, for example; and

WHEREAS, approximately eighty percent (80%) of all refuse that ends up in the oceans comes from the land; and

WHEREAS, refuse found and collected along San Diego County coasts is primarily comprised of plastics. San Diego Coastkeeper reports that in 2018, fifty-three percent (53%) of debris collected was plastic. Many of the plastics collected were pieces less than one inch in diameter, and much of it was polystyrene foam; and

WHEREAS, the U.S. Department of Health and Human Services' 13th Report on Carcinogens concludes that styrene "is reasonably anticipated to be a human carcinogen" and human exposure to plastic and its associated toxins has also been linked to birth defects, impaired immunity, endocrine disruption and other serious health problems; and

WHEREAS, there are few facilities in the State of California that recycle polystyrene or are able to do so only if there is a demand and the product is wiped clean of all food debris; and

WHEREAS, one million plastic bottles are bought every minute and beverage bottles are one of the most common types of plastic waste. In 2016, fewer than half of the bottles bought were collected for recycling and just seven percent (7%) of those collected were turned into new bottles. Most ended up in a landfill or in the ocean instead; and

WHEREAS, many local environmental groups are encouraging local government to limit or ban the use of polystyrene and single-use plastics in their jurisdictions; and

WHEREAS, the California Coastal Commission has developed "A Plan of Action from The Plastic Debris Project" in 2006, which was funded by the State Water Resources Control Board, and that Plan recommends that local government impose limits, bans, and prohibitions on materials that more commonly become litter and marine debris; and

WHEREAS, both houses of the California State Legislature have acknowledged the worldwide environmental devastation and health problems wrought by plastic and non-recycled trash and are considering Senate Bill 54 and Assembly Bill 1080, together known as the California Circular Economy and Plastic Pollution Reduction Act in an attempt to dramatically reduce plastic and packaging waste and jump start the in-state clean recycling economy; and

WHEREAS, the California Circular Economy and Plastic Pollution Reduction Act sets a goal of an overall reduction of single-use plastic containers by seventy-five percent (75%) by the year 2030; and

WHEREAS, the City Council finds that because the City of Solana Beach is a coastal community, the City has the opportunity to reduce the amount of plastics that end up in the ocean and has its police powers to assist with that goal; and

WHEREAS, the City Council finds that regulating the use and sale of polystyrene, grocery bags, bottled beverages and other single-use disposable items within the City will reduce the amount of plastics that enter the environment and the ocean; and

WHEREAS, the regulation of single-use disposable items within the City is an action that reduces the amount of anthropogenic debris that ends up on the beach; and

WHEREAS, the City of Solana Beach previously took action in 2012 and 2015 to prohibit single-use carry-out bags and food providers from dispensing prepared food to customers in disposable food service ware made from expanded polystyrene or non-recyclable plastic; and

WHEREAS, this Ordinance amends Title 5 of the Solana Beach Municipal Code to provide for expanded prohibitions on the use and distribution of single-use materials that pollute the environment and ocean.

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

Section 1. All of the above statements are true; and

Section 2. Chapter 5.03 of the Solana Beach Municipal Code is hereby amended to read as follows (the ~~strikethrough~~ text represents deleted language and the underlined text represents new language):

Chapter 5.03

~~FOOD SERVICE CONTAINERS AND PACKAGING MATERIALS~~

~~5.03.010 Definitions.~~

~~A. "Biodegradable" refers to the ability of a material to decompose into elements normally found in nature within a reasonably short period of time after disposal.~~

~~B. "City facilities" refers to buildings and structures owned or leased by the city of Solana Beach.~~

~~C. "City-sponsored event" means any event, activity or meeting organized or sponsored, in whole or in part, by the city or any department of the city.~~

D. ~~“Disposable food service container” means single-use disposable products used in the restaurant and food service industry for serving or transporting prepared, ready-to-consume food or beverages. This includes but is not limited to plates, cups, bowls, trays and hinged or lidded containers. This does not include single-use disposable items such as straws, cup lids, or utensils, nor does it include single-use disposable packaging for unprepared foods.~~

E. ~~“Expanded polystyrene” (EPS) means polystyrene that has been expanded or “blown” using a gaseous blowing agent into a solid foam.~~

F. ~~“Food provider” means any person or establishment that provides or sells prepared food within the city to the general public to be consumed on the premises or for take-away consumption. Food provider includes but is not limited to (1) a grocery store, supermarket, delicatessen, restaurant, drive-thru, café, cafeteria, coffee shop, snack shop, public food market, farmers’ market, convenience store, or similar fixed place where prepared food is available for sale on the premises or for take-away consumption; and (2) any mobile store, food vendor, caterer, food truck, vending machine or similar mobile outlet. Food provider also includes any organization, group or individual that regularly provides prepared food to its members or the general public as a part of its activities or services.~~

G. ~~“Non-recyclable plastic” refers to any plastic which cannot be feasibly recycled by a municipal recycling program in the state of California, including polystyrene and expanded polystyrene.~~

H. ~~“Polystyrene” means and includes expanded polystyrene which is a thermoplastic petrochemical material utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, form molding, and extrusion-blow molding (extruded foam polystyrene). The term “polystyrene” also includes clear or solid polystyrene which is known as “oriented polystyrene.”~~

I. ~~“Prepared food” means any food or beverage that is (1) ready to consume without any further food preparation, alteration or repackaging; and (2) prepared, provided, sold or served by a food provider using any cooking, packaging or food preparation technique. Prepared food may be eaten either on or off the food provider’s premises. For purposes of this chapter, prepared food does not include (1) any raw uncooked meat, poultry, fish or eggs, unless provided for consumption without further food preparation, and (2) fresh produce provided for consumption without food preparation or repackaging, including fruits, vegetables, and herbs, sold by grocery stores, supermarkets, food markets, farmers’ markets and other food vendors.~~

J. ~~“Recyclable plastic” means any plastic which can be feasibly recycled by a municipal recycling program in the state of California.~~

~~K. "Restaurant" means any person or establishment doing business within the city of Solana Beach that provides prepared food or beverages for consumption on or off its premises such as a restaurant, cafe, bakery, grocery or convenience store food counter or delicatessen, or catering truck vehicle.~~

~~5.03.020 Prohibition on the use of non-recyclable plastic disposable food service containers.~~

~~A. Except as provided in SBMC 5.03.030, food providers are prohibited from dispensing prepared food to customers in disposable food service containers made from expanded polystyrene.~~

~~B. Except as provided in SBMC 5.03.030, food providers are prohibited from dispensing prepared food to customers in disposable food service containers made from non-recyclable plastic.~~

~~C. All city facilities, city-managed concessions, city-sponsored events, and city-permitted events are prohibited from using disposable food service containers made from expanded polystyrene or non-recyclable plastic. (Ord. 466 § 2, 2015)~~

~~5.03.025 Prohibition on expanded polystyrene packaging materials.~~

~~No business or vendor in the city of Solana Beach shall use expanded polystyrene loose-fill packaging and cushioning material, such as foam peanuts, packing peanuts, foam popcorn or packing noodles, in the packaging of products, equipment or other items. (Ord. 466 § 2, 2015)~~

~~5.03.030 Exemptions.~~

~~A. Automatic Exemptions. The following uses are exempt from the provisions of this chapter:~~

- ~~1. Prepared foods prepared or packaged outside the city of Solana Beach. Purveyors of food prepared or packaged outside the city of Solana Beach are encouraged to follow the provisions of this section.~~
- ~~2. Products, equipment, or other items prepared or packaged outside the city of Solana Beach.~~
- ~~3. Polystyrene coolers and ice chests or other food containers intended for reuse.~~

~~B. Undue Hardship. The city manager, or his/her designee, may exempt a food provider from the requirements of this chapter for a one-year period, upon showing by the food provider that the conditions of this chapter would cause undue hardship.~~

1. An "undue hardship" shall be found in:

a. Situations unique to the food provider where there are no reasonable alternatives to expanded polystyrene or non-recyclable plastic disposable food service containers and compliance with this chapter would cause significant economic hardship to that food provider;

b. Situations where no reasonably feasible available alternatives exist to a specific and necessary expanded polystyrene or non-recyclable plastic disposable food service container.

2. A food provider granted an exemption by the city must reapply prior to the end of the one-year exemption period and demonstrate continued undue hardship, if it wishes to have the exemption extended. Extensions may only be granted for intervals not to exceed one year.

3. An exemption application shall include all information necessary for the city to make its decision, including but not limited to documentation showing the factual support for the claimed exemption. The city manager may require the applicant to provide additional information to permit the city manager to determine facts regarding the exemption application.

4. The city manager may approve the exemption application, in whole or in part, with or without conditions.

5. Exemption decisions are effective immediately and final and are not appealable.

6. The city council may by resolution establish a fee for exemption applications. The application fee shall be an amount sufficient to cover the costs of processing the exemption application.

5.03.040 Enforcement and remedies.

A. The city manager, or his or her designee, is authorized to establish regulations and to take any and all actions reasonable and necessary to obtain compliance with this chapter, including, but not limited to, inspecting any food provider's premises to verify compliance.

B. Any person violating this section shall be guilty of an infraction, which shall be punishable by a fine not exceeding \$250.00, or a misdemeanor, which shall be punishable by a fine not exceeding \$1,000, or by imprisonment in the county jail for a period not exceeding six months or by both such fine and imprisonment.

~~C. The city attorney may seek legal, injunctive, or other equitable relief to enforce this chapter.~~

~~D. Administrative enforcement of this chapter shall proceed pursuant to Chapter 1.18 SBMC.~~

~~E. Each violation of this chapter shall be considered a separate offense.~~

~~F. The remedies and penalties provided in this section are cumulative and not exclusive, and nothing in this chapter shall preclude any person from pursuing any other remedies provided by law.~~

~~G. Notwithstanding any other provision of this chapter, this chapter may be enforced through any remedy as provided for in this section upon its effective date.~~

~~5.03.050 Operative dates.~~

~~A. This chapter shall become operative as to all food providers, businesses and vendors six months after adoption by the city council.~~

~~B. Within 30 days after its adoption, this chapter shall become effective for the city such that no city facilities, city-managed concessions, city-sponsored events or city-permitted events shall distribute or utilize disposable food service containers containing expanded polystyrene or non-recyclable plastic.~~

FOOD SERVICE WARE, POLYSTYRENE, AND PLASTIC BOTTLE RESTRICTIONS

5.03.010. Purpose.

The City of Solana Beach is a coastal community which strives to protect and improve the environment in many ways. Refuse found and collected along San Diego County coasts is primarily comprised of plastics. Regulating the use of single-use disposable items within the City will reduce the amount of plastics that enter the environment and the ocean. With the implementation of this Chapter, the City has the opportunity to reduce the amount of plastics that end up in the ocean. The goal is to eventually eliminate single-use products that are not recyclable or compostable within the City and reduce the use of single-use products in general. To that end, residents, visitors, and businesses in the City are encouraged to minimize the use and distribution of single-use plastic products and unnecessary plastic product packaging.

5.03.020. Definitions.

For purposes of this chapter, the following terms shall have the following meanings:

- A. “Beverage provider” means any business, organization, entity, group, or individual located in the city of Solana Beach that offers liquid, slurry, frozen, semi-frozen, or other forms of beverages to the public for consumption.
- B. “City facility” means any building, structure, park or vehicle owned or leased and operated by the city of Solana Beach.
- C. “City facility food provider” means an entity that provides, but does not sell, prepared food at any city facility.
- D. “City manager” means the city manager and/or designees.
- E. “City-sponsored event” means any event organized or sponsored by the city of Solana Beach or any department of the city of Solana Beach.
- F. “Commercial business” means all non-residential facilities engaged in business or commerce, whether for profit or not-for-profit, or publicly or privately owned.
- G. “Compostable” means material:
 - 1. made solely of organic substances that break down into a stable product due to the action of bacteria in a controlled, aerobic commercial process that results in a material safe and desirable as a soil amendment. Compostable food service ware must be found to degrade satisfactorily at the composting facility receiving the material. Compostable food service ware must be separable from solid waste by the generator or during collection for the purpose of composting as determined by the City’s waste hauler; or
 - 2. that is made of non-plastic plant material that will biodegrade in the environment (including bagasse/sugarcane pulp, palm leaf, wheat straw fiber, bamboo, wood, rye wheat, silver grass (miscanthus fiber), or paper that is either unlined or lined with a non-plastic material such as wax or clay).
- H. “Customer” means any person obtaining food or beverages from a restaurant or retail food vendor.
- I. “Disposable Cup” means a cup or other container designed for single use to serve beverages, such as water, cold drinks, hot drinks and alcoholic beverages.
- J. “Distribute” means the sale, offer for sale, or other transfer of possession of an item for compensation, either as a separate transaction or as part of the

- sale, offer for sale, or other transfer of possession of another item regardless of whether compensation is received.
- K. "Egg carton" means a carton for raw eggs sold to consumers from a refrigerator case or similar appliance.
- L. "Event" means any gathering held on city property, including a city street, and subject to a city permit, where more than 30 people attend or participate.
- M. "Event food vendor" means any business selling or providing, based on ticket purchase or entrance fee, prepared food at an event.
- N. "Event producer" means a person or entity who contracts with or obtains a permit from the city, or an agent acting on the city's behalf, to hold its own event, or a city entity or department holding its own event.
- O. "Food service ware" means all containers, bowls, plates, cups, and other like items that are designed for one-time use for prepared foods, including, without limitation, service containers for takeout foods and/or leftovers from partially consumed meals prepared by food vendors. The term "food service ware" includes "food service ware accessories" and does not include items composed entirely of aluminum, or of metal foil or metal foil-faced papers used to wrap hot foods, or polystyrene foam coolers or ice chests.
- P. "Food service ware accessory" means all types of single-use items usually provided alongside prepared food in single-use plates, bowls or cups, including but not limited to utensils, chopsticks, napkins, cup lids, cup sleeves, food or beverage trays, condiment packets and saucers, ramekins, straws, stirrers, splash sticks, cocktail sticks, and toothpicks, designed for a single use for prepared foods.
- Q. "Food vendor" means any restaurant, retail food vendor, event food vendor, or any business that accepts orders on behalf of and delivers meals from a food vendor, located or operating within the city.
- R. "Meat and fish tray" means any tray for raw meat, fish, or poultry sold to consumers from a refrigerator case or similar retail appliance.
- S. "Packing material" means material used to hold, cushion, or protect items packed in a container for shipping, transport, or storage.
- T. "Person" means any natural person, firm, corporation, partnership, or other organization or group however organized.
- U. "Plastic beverage straw" means any straw or tube made predominantly of plastic derived from either petroleum or non-biodegradable polymer, used for transferring a beverage from its container to the mouth of the drinker.

- V. “Plastic cutlery” means any utensil, such as a fork, spoon, spork, or knife, made predominantly of plastic derived from either petroleum or non-biodegradable polymer, intended for only one-time use.
- W. “Plastic stirrer” means a device that is used to mix beverages, intended for only one-time use, and made predominantly of plastic derived from either petroleum or non-biodegradable polymer. [If Council accepts the addition of definition P, then U, V and W would be deleted].
- X. “Polystyrene foam” means blown polystyrene and expanded and extruded foams which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion polymer spheres (expanded bead polystyrene), injection molding, foam-molding, and extrusion-blown molding (extruded foam polystyrene). Polystyrene foam is generally used to make cups, bowls, plates, trays, clamshell containers, meat trays, and egg cartons.
- Y. “Prepared food” means food or beverages which are served on the food vendor’s premises and are prepared on the food vendor’s premises or within the city of Solana Beach by packaging, cooking, chopping, slicing, mixing, brewing, freezing or squeezing. Prepared food does not include any raw eggs or raw, butchered meats, fish or poultry sold from a butcher case, a refrigerator case, or similar retail appliance. Prepared food may be eaten either on or off the premises without further cooking.
- Z. “Recyclable” means material that can be sorted, cleansed, and reconstituted using the city’s available curbside collection programs for the purpose of reuse or remanufacture into the same or other products. “Recycling” does not include burning, incinerating, converting, or otherwise thermally destroying solid waste.
- AA. “Restaurant” means any establishment located within the city that sells prepared food for consumption on, near, or off its premises. The term includes a restaurant operating from a temporary facility, cart, vehicle, or mobile unit.
- BB. “Retail food vendor” or “vendor” means any store, shop, sales outlet or other establishment, including a grocery store, bar, theatre or delicatessen, located within the city of Solana Beach, which provides prepared food.
- CC. “Reusable Cup” means a cup or container for a beverage, that is manufactured of durable materials and that is specifically designed and manufactured to be washed and sanitized and to be used repeatedly over an extended period of time, and is safe for washing and sanitizing according to applicable regulations.

DD. “Single use” means designed to be used once and discarded, and not designed for repeated use and sanitizing.

5.03.030. Sale or distribution of non-compliant food service ware prohibited.

- A. Effective November 1, 2020 no person may sell, offer for sale, or otherwise distribute within the city:
1. Any food service ware that is made, in whole or in part, from polystyrene foam; or
 2. Any food service ware that is not compostable or recyclable; or
 3. Any single-use beverage straws, utensils, stirrers, [splash sticks](#), [cocktail sticks](#), or [toothpicks made with plastic](#).

5.03.040. Use of non-compliant food service ware prohibited.

- A. Effective May 1, 2020 food vendors may not sell, offer for sale, or otherwise distribute prepared food using food service ware:
1. If the food service ware is made, in whole or in part, from polystyrene foam; or
 2. If the food service ware is not compostable or recyclable; or
 3. Any single-use beverage straws, utensils, stirrers, [splash sticks](#), [cocktail sticks](#), or [toothpicks made with plastic](#).
- B. City facility food providers may not use food service ware to provide prepared food to city facilities:
1. If the food service ware is made, in whole or in part, from polystyrene foam; or
 2. If the food service ware is not compostable or recyclable; or
 3. Any single-use beverage straws, utensils, stirrers, [splash sticks](#), [cocktail sticks](#), or [toothpicks made with plastic](#).
- C. City departments may not purchase, acquire, or use food service ware for prepared food:

1. If the food service ware is made, in whole or in part, from polystyrene foam; or
 2. If the food service ware is not compostable or recyclable; or
 3. Any single-use beverage straws, utensils, stirrers, splash sticks, cocktail sticks, or toothpicks made with plastic.
- D. City contractors, lessees and permittees may not use food service ware for prepared food in city facilities or while performing under a city contract or lease:
1. If the food service ware is made, in whole or in part, from polystyrene foam; or
 2. If the food service ware is not compostable or recyclable; or
 3. Any single-use beverage straws, utensils, stirrers, splash sticks, cocktail sticks, or toothpicks made with plastic.
- E. The use or distribution of non-compliant food service ware at special events sponsored or co-sponsored by the city of Solana Beach shall be prohibited. This prohibition shall apply to the event organizers, agents of the event organizers, event food vendors and any other party (including non-profit organizations) who enter into an agreement with one or more of the co-sponsors of the event to sell prepared food at the event or otherwise provide an event related service.
- F. All facilities rental agreements for any city owned property or facility shall include a provision requiring contracting parties to assume responsibility for preventing the utilization and/or distribution of non-compliant food service ware. The facility rental agreement shall indicate that the violating contractor's security deposit will be forfeited if the city manager determines that non-compliant food service ware was utilized in the violation of the rental agreement.
- G. It shall not be a violation of this section to sell, provide or purchase prepared food packaged in food service ware otherwise prohibited by subsections A through E if the prepared food is packaged outside the city and is sold or otherwise provided to the consumer in the same food service ware in which it is originally packaged. Businesses packaging prepared food outside the city are encouraged to use food service ware that is compostable or recyclable and that is not made, in whole or in part, from polystyrene.

5.03.050. Other food service ware accessory use provisions.

- A. Effective May 1, 2020 food service ware accessory items shall be provided by a food vendor only upon request by the customer or at self-serve stations, except that for safety reasons disposable cups for delivery by a food vendor or food delivery service may include lids, spill plugs and sleeves without request.
- B. All food service ware accessory items that are distributed must comply with the provisions outlined in Section 5.03.040.
- C. A food vendor may offer the customer food service ware accessory items prior to the customer request, but should only provide food service ware accessory items in the quantities specified by the customer.
- D. Food vendors offering condiments are encouraged to use dispensers rather than pre-packaged disposable condiment packets.
- E. Effective November 1, 2020 No person shall distribute plastic food ware accessories at any city facility or city-sponsored event.

5.03.050. Commercial use and distribution of plastic beverage straws, stirrers, and utensils prohibited.

- A. Effective May 1, 2020, no food vendor, including fast food restaurants, beverage provider or vendor, shall use, provide, distribute, or sell plastic beverage straws, plastic stirrers, or plastic utensils.
- B. Nothing in this section precludes restaurants, including fast food restaurants, beverage providers, or any other food vendor from using or making non-plastic alternatives, such as those made from paper, sugar cane, or bamboo, available to customers. Non-plastic alternative straws or stirrers shall only be provided upon request by the customer. A food vendor may offer the customer these items prior to the customer request, but should only provide the items in the quantities specified by the customer.
- C. Effective November 1, 2020, no person shall distribute plastic beverage straws, plastic stirrers, or plastic utensils at any city facility or any city-sponsored event.
- D. It shall not be a violation of this section to sell, provide, distribute, or use plastic beverage straws, plastic stirrers, or plastic cutlery when:
 - 1. Needed by customers due to medical or physical conditions.
 - 2. The city manager determines that there is no reasonable alternative available.

5.03.060. Other polystyrene foam products.

- A. Effective May 1, 2020, no person may sell, offer for sale, or otherwise distribute within the city the following materials if they are made in whole or in part from polystyrene, unless they are wholly encapsulated or encased within a more durable material:
1. Packing materials, including shipping boxes and packing peanuts;
 2. Coolers, ice chests, or similar containers;
 3. Pool or beach toys; or
 4. Dock floats, mooring buoys, or anchor or navigational markers.
- B. No commercial business in the city shall use expanded polystyrene loose fill packaging and cushioning material, such as foam peanuts, packing peanuts, foam popcorn, or packing noodles, in the packaging of products, equipment or other items.
- C. Effective May 1, 2020, no polystyrene foam product listed in subsection A shall be allowed on any beach within the city.
- D. For purposes of subsection (A)(1), distribution of packing materials shall include using such materials to hold, cushion, or protect items to be packed in a container for shipping, transport, or storage, for compensation, where the packing takes place within the city. But it shall not include:
1. Receiving shipments within the city that include polystyrene foam, or some other non-compostable and non-recyclable product, used as packing material;
 2. Re-using packing materials for shipping, transport, or storage within the same distribution system, where the packing materials are not sent to a consumer or end user;
 3. Donating used packing materials to another person, where the donor receives nothing of value for the donated packing materials; or
 4. Using packing materials donated under subsection (D)(3) for shipping, transport, or storage, where the person using the packing materials receives nothing of value for the donated packing materials.
- E. Effective upon the availability of commercial composting within the city of Solana Beach, no person may sell, offer for sale, or otherwise distribute for compensation within the city, meat and fish trays or egg cartons made, in whole or in part, from polystyrene foam, or that are not, compostable or recyclable, either as separate items or as part of the sale of raw meat, fish,

poultry, or eggs sold to consumers from a refrigerator case or similar retail appliance.

5.03.070 - Reusable Customer Cups.

- A. Except as provided in Chapter 11. Temporary Food Facilities of the California Health and Safety Code, Section 114353, customers may provide their own reusable cups for beverage service in accordance with California State Health Code 114075(e) and as may be amended from time to time. Food vendors may refuse, at their sole discretion, any customer-provided reusable cup that is cracked, chipped or corroded, appears inappropriate in size, material, or condition for the intended beverage, or that appears to be excessively soiled or unsanitary, and instead require the use of:
1. a reusable cup if typically available for a beverage consumed on the premises; or
 2. a disposable cup for a beverage to be consumed off the premises that complies with the provisions of Section 5.03.040.
- B. Event producers who provide beverages at events are encouraged to either make reusable cups available to their attendees, or make a strong effort to encourage the attendees to bring a reusable cup to the event.

5.03.090 Implementation.

- A. The city manager may waive the provisions of Sections 5.03.030., 5.03.040., 5.03.050., and 5.03.060. if:
1. The applicant demonstrates a feasibility based hardship. The person seeking the waiver must demonstrate to the city manager's satisfaction that no reasonably feasible alternative exists to a specific non-compliant product; or
 2. The applicant demonstrates compliance is unreasonably financially prohibitive. The person seeking the exemption must demonstrate to the city manager's satisfaction that with respect to each specific non-compliant product, there is no suitable and reasonably affordable alternative product available; or
 3. The applicant demonstrates that strict application of the specific requirement would create an undue hardship, or practical difficulty, not generally applicable to other persons in similar circumstances, and good cause is shown.

- B. A person seeking a waiver under subsection A must submit a written application on a form approved by the city manager. The city manager may require the applicant to submit additional information or documentation to make a determination regarding the waiver requested. The city manager shall review requests for waivers on a case-by-case basis, and may grant the waiver in whole or in part, with or without conditions, for a period of up to twelve (12) months. An applicant for renewal of a waiver must apply for a new waiver period no later than sixty (60) days prior to the expiration of the then-current period to preserve a continuous waiver status. The city manager shall review each application anew and base his or her determination on the most current information available. Waiver determinations are effective immediately, final and not appealable. The city council may by resolution establish a fee for waiver determinations in an amount sufficient to cover the costs to administer the application.
- C. The city shall provide information about this chapter to new businesses and existing businesses during the business license application or business license renewal process.
- D. It shall not be a violation of this section to sell, provide, distribute, or use plastic beverage straws, plastic stirrers, or plastic utensils when:
1. Needed by customers due to medical or physical conditions.
 2. The city manager determines that there is no reasonable alternative available.
- D. It shall not be a violation of this section to sell, provide, distribute, or use plastic food accessory items when:
1. Needed by customers due to medical or physical conditions.
 2. The city manager determines that there is no reasonable alternative available.

5.03.080 Enforcement and penalties.

- A. The city manager, or designee, is authorized to establish regulations and to take any and all actions reasonable and necessary to obtain compliance with this chapter, including, but not limited to, inspecting the premises of any commercial business, retail food vendor, or restaurant to verify compliance.
- B. Any person violating this chapter shall be guilty of an infraction, which shall be punishable by a fine in accordance with Chapter 1.16 of the Solana Beach Municipal Code, or a misdemeanor, which shall be punishable by a fine not exceeding one thousand dollars, or by imprisonment in the County Jail for a period not exceeding six months or by both such fine and imprisonment. In

addition to criminal fines, any person violating this chapter shall also be subject to civil penalties or administrative fines or both under Chapters 1.16 and 1.18 of the Solana Beach Municipal Code.

- C. The city attorney may seek legal, injunctive, or other equitable relief to enforce this chapter.
- D. Administrative enforcement of this chapter shall proceed pursuant to Chapter 1.18 of the Solana Beach Municipal Code.
- E. Each violation of this chapter shall be considered a separate offense.
- F. The remedies and penalties provided in this section are cumulative and not exclusive, and nothing in this chapter shall preclude any person from pursuing any other remedies provided by law.
- G. Notwithstanding any other provision of this chapter, this chapter may be enforced through any remedy as provided for in this section upon its effective date.

Section 3. Chapter 5.05 is added to the Solana Beach Municipal Code as follows:

Version 1: CHAPTER 5.05 BOTTLED DRINKING WATER

5.05.010 Definitions

For purposes of this chapter, the following terms shall have the following meanings:

- A. "Bottled water" means drinking water in a sealed rigid plastic bottle having a capacity of less than one liter.
- B. "City facility" means any building, structure, park or vehicle owned or leased and operated by the city of Solana Beach.
- C. "City funds" means all monies or other assets received and managed by, or which are otherwise under the control of the Treasurer, and any notes, bonds, securities, certificates of indebtedness or other fiscal obligations issued by the city of Solana Beach.
- D. "City property" means real property, including any buildings thereon, owned or leased by the city of Solana Beach and in the city of Solana Beach's possession or in the possession of a public or private entity under contract with the city of Solana Beach to perform a public purposes, including but not limited to public beaches and parks. "City property" includes a "city street."
- E. "City street" means the public right-of-way owned by the city, including any area across, along, on, over, upon, and within the dedicated public alleys, boulevards, courts, lanes, roads, sidewalks, streets, and ways within the city.
- F. "Packaged water" means drinking water in a sealed box, bag, can, glass bottle, rigid plastic bottle or other container intended primarily for single service use and having a capacity of less than one liter.
- G. "Participant athletic event" means an event in which a group of people collectively walk, jog, run, bicycle or otherwise participate in a sport or similar activity on city property.
- H. "Rigid plastic bottle" means any formed or molded container comprised predominantly of plastic resin, having a relatively inflexible fixed shape or form, having a neck that is smaller than the container body, and intended primarily as a single service container. "Rigid plastic bottle" includes compostable plastic bottles meeting these criteria.
- I. "Water" includes: natural spring or well water; water taken from municipal or private utility systems or other sources; distilled, deionized, filtered, or other purified water; or any of the foregoing to which chemicals may be added.

"Water" does not include: mineral water; carbonated or sparkling water; soda, seltzer, or tonic water; or flavored water, also marketed as fitness water, vitamin water, enhanced water, energy water, or other similar products. "Water" does not include those food ingredients that are listed in ingredient labeling as "water," "carbonated water," "disinfected water," or "filtered water."

5.05.020 Plastic Bottled Water and Packaged Water at City Events and on City Property

- A. The sale and distribution of bottled water at any city facility, including events held through rentals or leases, is prohibited.
- B. The sale and distribution of bottled water at any event held on city property, including a city street, and including events held through rentals or leases, is prohibited.
- C. All new, renewed, and amended leases, permits or other agreements awarded by the city allowing any person to use city property or operate a mobile food facility shall require compliance with the prohibition.
- D. The distribution of packaged water on city property is prohibited.
- E. The section shall be effective November 1, 2020.

5.05.030 Use of City Funds for Purchase of Packaged Water Prohibited.

- A. Effective November 1, 2020, no city officer, department or agency (collectively, department) shall use city funds to purchase packaged water for its own general use. A department may use city funds to purchase packaged water for uses specifically exempted from or allowed under this Chapter.
- B. It shall be city policy not to have drinking water systems in any city facility that use plastic water bottles of any size where satisfactory alternatives exist and are feasible at the location under consideration.

5.05.040 Exclusions.

- A. The provisions of sections 5.05.020 and 5.05.030 shall not apply:
 - 1. When the city manager finds that relying on bottled water or packaged water is necessary in a given situation to protect the public health, safety and welfare, and no reasonable alternative to packaged water will serve the same purpose; or
 - 2. To emergencies; or

3. To the distribution of bottled water to participants of a participant athletic event.

5.05.050 Implementation.

- A. The city manager or his or her designee may waive the provisions of this Chapter in full or in part if:
 1. The event sponsor or lessee demonstrates a feasibility based hardship; or
 2. The event sponsor or lessee demonstrates compliance is unreasonably financially prohibitive; or
 3. The event sponsor or lessee demonstrates that strict application of the specific requirement would create an undue hardship, or practical difficulty, not generally applicable to other persons in similar circumstances, and good cause is shown.
- B. A person seeking a waiver under subsection A must submit a written application on a form approved by the city manager. The city manager may require the applicant to submit additional information or documentation to make a determination regarding the waiver requested. The city manager shall review requests for waivers on a case-by-case basis, and may grant the waiver in whole or in part, with or without conditions, for a period of up to twelve (12) months. An applicant for renewal of a waiver must apply for a new waiver period no later than sixty (60) days prior to the expiration of the then-current period to preserve a continuous waiver status. The city manager shall review each application anew and base his or her determination on the most current information available. Waiver determinations are effective immediately, final and not appealable. The city council may by resolution establish a fee for waiver determinations in an amount sufficient to cover the costs to administer the application.

5.05.060 Enforcement and penalties.

- A. The city manager, or his or her designee, is authorized to establish regulations and to take any and all actions reasonable and necessary to obtain compliance with this chapter.
- B. Any person violating this chapter shall be guilty of an infraction, which shall be punishable by a fine in accordance with Chapter 1.16 of the Solana Beach Municipal Code, or a misdemeanor, which shall be punishable by a fine not exceeding one thousand dollars, or by imprisonment in the County Jail for a period not exceeding six months or by both such fine and imprisonment. In addition to criminal fines, any person violating this chapter shall also be subject

to civil penalties or administrative fines or both under Chapters 1.16 and 1.18 of the Solana Beach Municipal Code.

- C. The city attorney may seek legal, injunctive, or other equitable relief to enforce this chapter.
- D. Administrative enforcement of this chapter shall proceed pursuant to Chapter 1.18 of the Solana Beach Municipal Code.
- E. Each violation of this chapter shall be considered a separate offense.
- F. The remedies and penalties provided in this section are cumulative and not exclusive, and nothing in this chapter shall preclude any person from pursuing any other remedies provided by law.
- G. Notwithstanding any other provision of this chapter, this chapter may be enforced through any remedy as provided for in this section upon its effective date.

Version 2: CHAPTER 5.05 BOTTLED BEVERAGES AND PACKAGED WATER

5.05.010 Definitions

For purposes of this chapter, the following terms shall have the following meanings:

- A. "Bottled beverage" means drinking water, sparkling water, enhanced water, soda, sport drinks, juice, or other similar product in a rigid plastic bottle having a capacity of less than one liter, and intended primarily as a single-service container.
- B. "Bottled water" means drinking water in a sealed rigid plastic bottled having a capacity of less than one liter.
- C. "City facility" means any building, structure, park or vehicle owned or leased and operated by the city of Solana Beach.
- D. "City funds" means all monies or other assets received and managed by, or which are otherwise under the control of the Treasurer, and any notes, bonds, securities, certificates of indebtedness or other fiscal obligations issued by the city of Solana Beach.
- E. "City property" means real property, including any buildings thereon, owned or leased by the city of Solana Beach and in the city of Solana Beach's possession or in the possession of a public or private entity under contract with the city of Solana Beach to perform a public purposes, including but not limited to public beaches and parks. "City property" includes a "city street."
- F. "City street" means the public right-of-way owned by the city, including any area across, along, on, over, upon, and within the dedicated public alleys, boulevards, courts, lanes, roads, sidewalks, streets, and ways within the city.
- G. "Mineral water" means drinking water containing more than 500 milligrams per liter of total dissolved solids and/or one or more chemical constituents in excess of the concentrations listed in the Federal Bottled Water Quality Standards (Title 21 Code of Federal Regs., Sec. 165.110).
- H. "Packaged water" means drinking water in a sealed box, bag, can, glass bottle, rigid plastic bottle or other container intended primarily for single service use and having a capacity of less than one liter.
- I. "Participant athletic event" means an event in which a group of people collectively walk, jog, run, bicycle or otherwise participate in a sport or similar activity on city property.
- J. "Rigid plastic bottle" means any formed or molded container comprised predominantly of plastic resin, having a relatively inflexible fixed shape or

form, having a neck that is smaller than the container body, and intended primarily as a single service container. "Rigid plastic bottle" includes compostable plastic bottles meeting these criteria.

- K. "Water" includes: natural spring or well water; water taken from municipal or private utility systems or other sources; distilled, deionized, filtered, or other purified water; or any of the foregoing to which chemicals may be added. "Water" does not include: mineral water; carbonated or sparkling water; soda, seltzer, or tonic water; or flavored water, also marketed as fitness water, vitamin water, enhanced water, energy water, or other similar products. "Water" does not include those food ingredients that are listed in ingredient labeling as "water," "carbonated water," "disinfected water," or "filtered water."

5.05.020 Plastic Bottled Water at City Events and on City Property

- A. The sale and distribution of bottled water at any city facility, including events held through rentals or leases, is prohibited.
- B. The sale and distribution of bottled water at any event held on city property, including a city street, and including events held through rentals or leases, is prohibited.
- C. All new, renewed, and amended leases, permits or other agreements awarded by the city allowing any person to use city property or operate a mobile food facility shall require compliance with the prohibition.
- D. The section shall be effective May 1, 2020.

5.05.020 Plastic Bottled Beverages and Packaged Water at City Events and on City Property

- A. The sale and distribution of plastic bottled beverages at any city facility, including events held through rentals or leases, is prohibited.
- B. The sale and distribution of plastic bottled beverages at any event held on city property, including a city street, and including events held through rentals or leases, is prohibited.
- C. All new, renewed, and amended leases, permits or other agreements awarded by the city allowing any person to use city property or operate a mobile food facility shall require compliance with the prohibition.
- D. The distribution of packaged water on city property is prohibited.
- E. The section shall be effective November 1, 2020.

5.05.030 Use of City Funds for Purchase of Plastic Bottled Beverages and Packaged Water.

- A. Effective May 1, 2020, no city officer, department or agency (collectively, department) shall use city funds to purchase bottled beverages or packaged water for its own general use. A department may use city funds to purchase those products for uses specifically exempted from or allowed under this Chapter.
- B. It shall be city policy not to have drinking water systems in any city facility that use plastic water bottles of any size where satisfactory alternatives exist and are feasible at the location under consideration.

5.05.040 Exclusions.

- A. The provisions of sections 5.05.020 and 5.05.030 shall not apply:
 - 1. When the city manager finds that relying on bottled water, packaged water or bottled beverages is necessary in a given situation to protect the public health, safety and welfare, and no reasonable alternative to packaged water will serve the same purpose; or
 - 2. To emergencies; or
 - 3. To the distribution of bottled beverages to participants of a participant athletic event.

5.05.050 Implementation.

- A. The city manager or his or her designee may waive the provisions of this Chapter in full or in part if:
 - 1. The event sponsor or lessee demonstrates a feasibility based hardship; or
 - 2. The event sponsor or lessee demonstrates compliance is unreasonably financially prohibitive; or
 - 3. The event sponsor or lessee demonstrates that strict application of the specific requirement would create an undue hardship, or practical difficulty, not generally applicable to other persons in similar circumstances, and good cause is shown.
- B. A person seeking a waiver under subsection A must submit a written application on a form approved by the city manager. The city manager may require the applicant to submit additional information or documentation to make a determination regarding the waiver requested. The city manager shall review

requests for waivers on a case-by-case basis, and may grant the waiver in whole or in part, with or without conditions, for a period of up to twelve (12) months. An applicant for renewal of a waiver must apply for a new waiver period no later than sixty (60) days prior to the expiration of the then-current period to preserve a continuous waiver status. The city manager shall review each application anew and base his or her determination on the most current information available. Waiver determinations are effective immediately, final and not appealable. The city council may by resolution establish a fee for waiver determinations in an amount sufficient to cover the costs to administer the application.

5.05.060 Enforcement and penalties.

- A. The city manager, or his or her designee, is authorized to establish regulations and to take any and all actions reasonable and necessary to obtain compliance with this chapter.
- B. Any person violating this chapter shall be guilty of an infraction, which shall be punishable by a fine in accordance with Chapter 1.16 of the Solana Beach Municipal Code, or a misdemeanor, which shall be punishable by a fine not exceeding one thousand dollars, or by imprisonment in the County Jail for a period not exceeding six months or by both such fine and imprisonment. In addition to criminal fines, any person violating this chapter shall also be subject to civil penalties or administrative fines or both under Chapters 1.16 and 1.18 of the Solana Beach Municipal Code.
- C. The city attorney may seek legal, injunctive, or other equitable relief to enforce this chapter.
- D. Administrative enforcement of this chapter shall proceed pursuant to Chapter 1.18 of the Solana Beach Municipal Code.
- E. Each violation of this chapter shall be considered a separate offense.
- F. The remedies and penalties provided in this section are cumulative and not exclusive, and nothing in this chapter shall preclude any person from pursuing any other remedies provided by law.
- G. Notwithstanding any other provision of this chapter, this chapter may be enforced through any remedy as provided for in this section upon its effective date.

Section 4. The City Council finds that this Ordinance is exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to Section 15308 of the CEQA Guidelines because it is an activity undertaken "to assure the maintenance, restoration, enhancement and protection of the environment" and pursuant to Section 15061(b)(3) because there is no possibility that the activity in question may have a significant effect on the environment.

Section 5. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Chapter, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Chapter, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 6. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption. Within fifteen (15) days after its adoption, the City Clerk of the City of Solana Beach shall cause this Ordinance to be published pursuant to the provisions of Government Code Section 36933.

INTRODUCED at a regular meeting of the City Council of the City of Solana Beach, California held on the _____ day of August 2019, and thereafter,

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, on the ____ day of _____ 2019, by the following vote:

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

DAVID ZITO, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

Summary of Disposable/Single-Use Plastics Restrictions
 Recommended by the Climate Action Commission for
 Adoption by the Solana Beach City Council

Date of CAC Recommendation: 8-15-18
 Document Date: 10-18-18

RESTRICTIONS	APPLIES TO	EFFECTIVE DATE AFTER ADOPTION	REFERENCE	DEFINITION
<p>I. <u>Food Service Ware Prohibitions</u></p> <p>A. Food Service Ware – no sale of Food Service Ware in the City that is:</p> <ol style="list-style-type: none"> 1. not compostable or recyclable; or 2. made, in whole or in part, from polystyrene foam. <p>B. Prepared Food – no sale of prepared food by restaurants or retail food vendors in the City:</p> <ol style="list-style-type: none"> 1. In food service ware that contains polystyrene foam; or 2. In food service ware that is not compostable or recyclable. <p><i>Note that the Prepared Food section above tracks closely to Solana Beach’s 2015 food container prohibitions, except that the new “Food Service Ware” definition extends to lids and napkins).</i></p> <p>C. Prepared Food may not be provided to city facilities (i.e., city buildings, parks, vehicles, etc.):</p> <ol style="list-style-type: none"> 1. In food service ware that contains polystyrene foam; or 2. In food service ware that is not compostable or recyclable. <p>D. City departments may not purchase or use food service ware for prepared food:</p> <ol style="list-style-type: none"> 1. Where the food service ware contains polystyrene foam; 2. Where the food service ware is not compostable or recyclable. 	<p>All people, groups & organizations</p> <p>Restaurants & retail food vendors</p> <p>City facility food providers</p> <p>City government</p>	<p>12 months</p> <p>30 days</p> <p>Upon effective date of ordinance</p> <p>Upon effective date of ordinance</p>	<p>Malibu 9.24.020</p> <p>Malibu 9.24.030</p> <p>Malibu 9.24.030</p> <p>Malibu 9.24.030</p>	<p>Generally, see Malibu code section 9.24.010, except where noted.</p> <p>“Food Service Ware” means: containers, bowls, egg cartons, plates, trays, cups, lids, and other like items that are designed for one-time use for prepared foods, including, service ware for takeout foods and/or leftovers prepared by food vendors.</p> <p>“Prepared Food” means: food or beverages served at restaurants/retail food vendor’s premises and either prepared there or elsewhere in the City. May be eaten on or off premises, without further cooking.</p> <p>“Restaurant” means any establishment located within the city that sells prepared food for consumption on, near, or off its premises. The term includes a restaurant operating from a temporary facility, cart, vehicle, or mobile unit.</p> <p>“City facility food provider” means an entity that provides, but does not sell, prepared food at any city facility.</p> <p>“Sale” as often used in this summary, is an abbreviated term for “distribute.”</p> <p>“Distribute” means the sale, offer for sale, or other transfer or possession of an item for compensation, either as a separate transaction or as part of the sale, for sale, or other transfer of possession of another item for compensation.</p>

Summary of Disposable/Single-Use Plastics Restrictions
 Recommended by the Climate Action Commission for
 Adoption by the Solana Beach City Council

Date of CAC Recommendation: 8-15-18
 Document Date: 10-18-18

RESTRICTIONS	APPLIES TO	EFFECTIVE DATE AFTER ADOPTION	REFERENCE	DEFINITION
<p>E. City contractors, lessees, and permittees may not use food service ware for prepared foods in city facilities or while performing under a city contract or lease:</p> <ol style="list-style-type: none"> 1. Where the food service ware contains polystyrene foam; 2. Where the food service ware is not compostable or recyclable. 	<p>City contractors, lessees, permittees</p>	<p>Upon effective date of ordinance. All new, renewed & amended leases, permits or other agreements awarded by the City allowing any person to use City Property shall require compliance with the prohibition.</p>	<p>Malibu 9.24.030</p>	
<p>F. Non-compliant food service ware is not allowed at special events sponsored/co-sponsored by the city.</p>	<p>Event organizers, event food vendors, & any other party to an agreement with an event co-sponsor to sell prepared food or related event services</p>	<p>Upon effective date of ordinance</p>	<p>Malibu 9.24.030</p>	
<p>G. Exclusions: the above prohibitions do not apply if the prepared food is packaged outside the city and is sold or otherwise provided to the consumer in the same food service ware it is originally packaged in.</p>	<p>Event organizers, event food vendors, & any other party to an agreement with an event co-sponsor to sell prepared food or related event services</p>	<p>12 Months. However the City Manager may grant a temporary extension to a retailer if the City Manager determines that either (a) alternative products are not readily available or (b) such products are prohibitively & substantially higher in cost</p>	<p>Malibu 9.24.030</p>	
<p>H. No sales of meat and fish trays or egg cartons made, in whole or in part, from polystyrene foam, or that are not compostable or recyclable, either as separate items or as part of the sale of raw meat, fish, poultry, or eggs sold to consumers from a retailer's premises.</p>	<p>Event organizers, event food vendors, & any other party to an agreement with an event co-sponsor to sell prepared food or related event services</p>	<p>12 Months. However the City Manager may grant a temporary extension to a retailer if the City Manager determines that either (a) alternative products are not readily available or (b) such products are prohibitively & substantially higher in cost</p>	<p>Malibu 9.24.030</p>	
<p><u>II. Other Polystyrene Foam Products</u></p>				
<p>A. The following materials may not be sold or distributed if they contain polystyrene foam, unless encased within a more durable material:</p>	<p>All people groups, and organizations</p>	<p>6 months</p>	<p>Malibu 9.24.040</p>	

Summary of Disposable/Single-Use Plastics Restrictions
 Recommended by the Climate Action Commission for
 Adoption by the Solana Beach City Council

Date of CAC Recommendation: 8-15-18
 Document Date: 10-18-18

RESTRICTIONS	APPLIES TO	EFFECTIVE DATE AFTER ADOPTION	REFERENCE	DEFINITION
<p>1. Packing materials, including shipping boxes and packing peanuts;</p> <p>2. Coolers, ice chests, or similar containers;</p> <p>3. Pool or beach toys; or</p> <p>4. Dock floats, mooring buoys, or anchor or navigational markers.</p> <p>B. No polystyrene foam product listed above will be allowed on any beach within the city.</p> <p>C. For purposes of subsection (A)(1), distribution of packing materials does not include:</p> <p>1. Receiving shipments within the city that include polystyrene foam, or some other non-compostable and non-recyclable product, used as packing material;</p> <p>2. Re-using packing materials received by a business; or</p> <p>3. Donating used packing materials to another person.</p> <p>4. Using packing materials donated under section C (3) for shipping, transport or storage where the user receives nothing of value for the donated materials.</p>			<p>Malibu 9.24.040</p> <p>Malibu 9.24.040</p>	
<p><u>III. Sale and Distribution of Plastic Beverage Straws, Stirrers, and Utensils Prohibited</u></p> <p>A. No restaurant (including fast food restaurants), beverage provider, or vendor may use, provide, or sell:</p>	<p>Restaurants and vendors</p>	<p>6 months - restaurants, beverage providers, and vendors that provide prepared food.</p> <p>12 months - all other vendors</p>	<p>Malibu 9.24.045</p>	<p>“Vendor” means any store, shop, sales outlet or other establishment, including a grocery store or delicatessen, located within the city.</p>

Summary of Disposable/Single-Use Plastics Restrictions
 Recommended by the Climate Action Commission for
 Adoption by the Solana Beach City Council

Date of CAC Recommendation: 8-15-18
 Document Date: 10-18-18

RESTRICTIONS	APPLIES TO	EFFECTIVE DATE AFTER ADOPTION	REFERENCE	DEFINITION
<p>amended leases, permits, or other agreements awarded by the City allowing any person to use City Property or operate a mobile food facility shall require compliance with the prohibition.</p> <p>2. City funds may not be used to purchase bottled water (less than one liter).</p> <p>3. It shall be the policy of the City to increase the availability of clean, free drinking water in public areas, especially public parks and community centers frequently used for special events. The City recognizes that capital improvement projects will be required in parks, plazas, playgrounds, and/or other public spaces to install bottle-filling stations, drinking fountains, and/or potable hook-ups for public use, as feasible.</p> <p>4. It shall be City policy that any capital improvement undertaken in a park, plaza, playground or other public space shall install bottle-filling stations, drinking fountains and or potable water hook-ups or public use if the City Manager finds that the installation is proximate and feasible with the scale and scope of the capital improvement.</p> <p>5. Accordingly, the City shall conduct a review of available water sources at City facilities, including but not limited to buildings, parks, plaza, playgrounds and other</p>			<p>S.F. Sect. 2405</p> <p>S.F. Sect. 2409</p> <p>S.F. Sect. 2409</p>	<p>“Rigid Plastic Bottle” means any formed or molded container comprised predominantly of plastic resin, having a relatively inflexible fixed shape or form, having a neck that is smaller than the container body, and intended primarily as a single service container. “Rigid Plastic Bottle” includes a compostable plastic bottle meeting these criteria.</p> <p>“Water” includes: natural spring or well water; water taken from municipal or private utility systems or other sources; distilled, deionized, filtered, or other purified water; or any of the foregoing to which chemicals may be added. “Water” does not include; mineral water; carbonated or sparkling water; soda, seltzer, or tonic water; or flavored water, also marketed as fitness water, vitamin water, enhanced water, energy water, or other similar products. “Water does not include those food ingredients that are listed in ingredient labeling as “water,” “carbonated water,” “disinfected water,” or “filtered water.”</p>

Summary of Disposable/Single-Use Plastics Restrictions
 Recommended by the Climate Action Commission for
 Adoption by the Solana Beach City Council

Date of CAC Recommendation: 8-15-18
 Document Date: 10-18-18

RESTRICTIONS	APPLIES TO	EFFECTIVE DATE AFTER ADOPTION	REFERENCE	DEFINITION
<p>public spaces to determine the needs for additional or modified bottle filling stations, drinking fountains, and/or potable hook-ups for public use. The review shall include a determination of which properties that are frequently used for Events and otherwise, have a reliable on-site supply of drinking water that could be used by Event sponsors.</p> <p>An assessment of each facility's needs, and the estimated costs to provide bottle filling stations, drinking fountains, and/or potable hook-ups for public use, shall be provided to the City Council for review and possible action. Among other things, the City will consider the installation of backflow preventers and related plumbing equipment on existing potable water systems, to facilitate public access to such potable water in the sites most frequently used for special events.</p> <p>The City Manager may waive the restrictions if s/he finds that relying on bottled water is necessary in a given situation to protect public health or safety. The requirements can also be waived in full or in part if an Event sponsor or lessee demonstrates to the City Manager's satisfaction that strict application</p>				

Summary of Disposable/Single-Use Plastics Restrictions
 Recommended by the Climate Action Commission for
 Adoption by the Solana Beach City Council

Date of CAC Recommendation: 8-15-18
 Document Date: 10-18-18

RESTRICTIONS	APPLIES TO	EFFECTIVE DATE AFTER ADOPTION	REFERENCE	DEFINITION
<p>of the requirement would not be feasible, would create an undue hardship or practical difficulty.</p> <p>B. Plastic Bottled Beverages, Packaged Water at City Events and Property</p> <p>1. The use, sale and distribution of Bottled Beverages (less than one liter) at City-owned facilities, including events held through rentals or leases, is prohibited. Restrictions shall be placed on new lease, permits, and other agreements on City property or awarded by the City.</p> <p>2. The distribution of “packaged water” on City property is prohibited. This includes cans, glass bottles, and other forms of packaging (less than one liter).</p>		12 months	San Luis Obispo- draft ordinance (2017 Series)	<p>“Bottle Beverage” means drinking water, sparkling water, enhanced water, soda, sport drinks, juice, or other similar product in a Rigid Plastic Bottle having a capacity of 1 liter (33.8 fluid ounces) or less, and intended primarily as a single service container.</p> <p>“Packaged Water” means drinking water in sealed containers other than Rigid Plastic Bottles. This includes cans, glass bottles, and other forms of packaging having a capacity of 1 liter (33.8 fluid ounces) or less, and intended primarily as a single service container.</p>

PLASTIC POLLUTION

Global Problem. Local Solutions.

THE PROBLEM

Single-use plastics are a growing environmental problem worldwide. Plastic pollution reaches our oceans and endangers marine life, ultimately entering our food chain and eroding our health. Plastic trash debris flows off our shores and into ocean currents that swirl the plastic pieces into gyres of floating trash. One gyre, called the Great Pacific Garbage Patch, is floating in the Pacific between California and Hawaii and by some estimates the garbage patch is larger than the country of Mexico.

Through data collected from beach clean ups, the following plastic items are among the most often found polluting beaches: bottle caps, beverage bottles, bags, straws, stirrers, lids, utensils, takeout containers, cups and plates.

The European Union has just banned single-use plastics by 2021. California bans most single-use plastic bags, and allows restaurants to provide plastic straws only on request. Over 120 cities in our state have gone farther, significantly restricting the use, distribution and sale of single-use plastics.



SOLANA BEACH ACTION

City of Solana Beach has long been a leader in Environmental Sustainability. In order to address Global Warming, the City Council adopted a Climate Action Plan in 2017 with the goal of reducing greenhouse gas emissions 50% by 2035 from levels measured in 2010. Plastics contribute to emissions during the materials extraction, product production and waste disposal processes.

Based on the Climate Action Plan, and to address the local and global plastics problem, City Council incorporated the reduction of one-time plastic use items into its Work Plan and directed the Climate Action Commission to research potential plastic reduction measures. The Commission researched and compiled measures enacted in other cities to come up with a list of recommended measures for the Solana Beach City Council to consider.

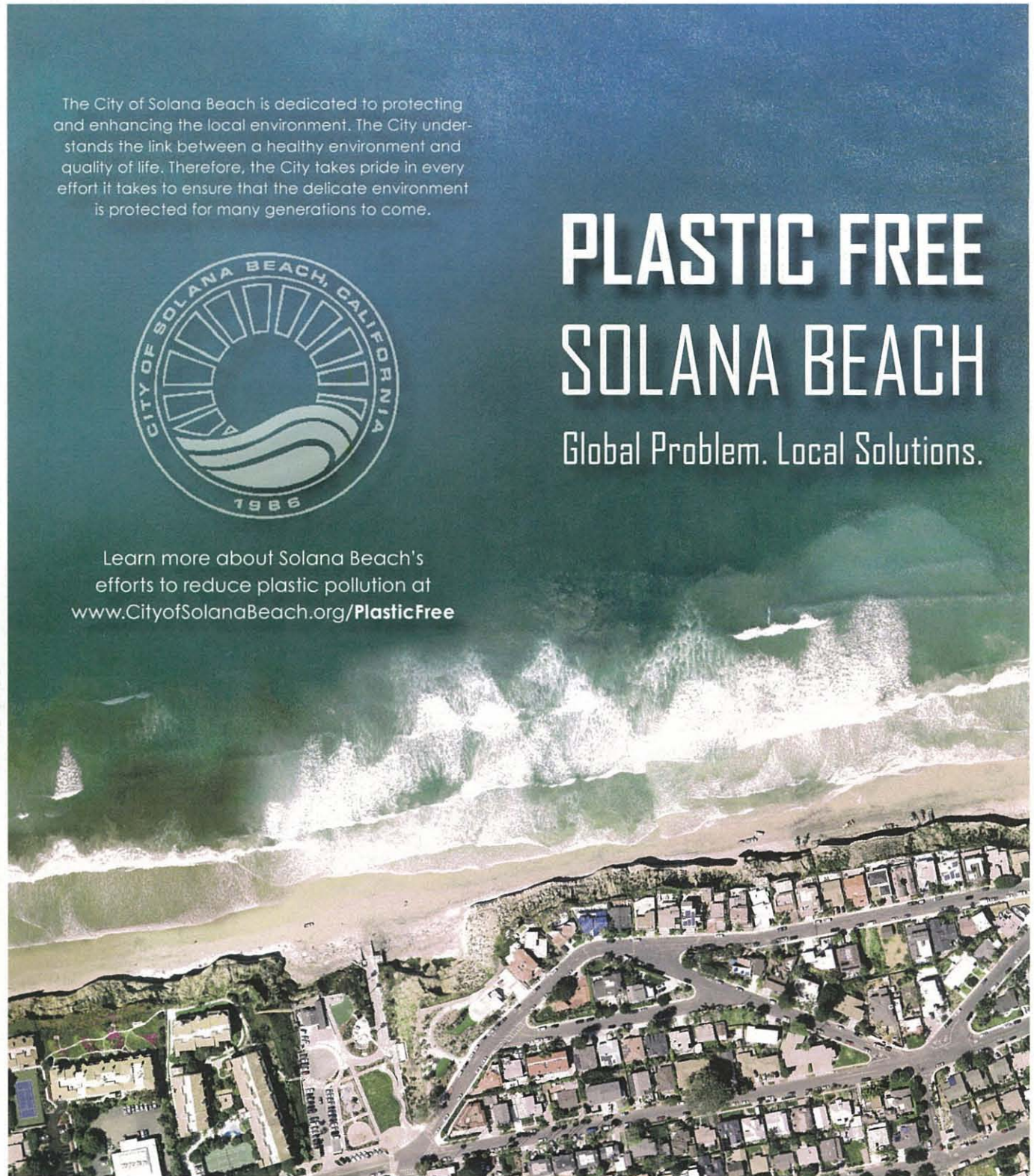
The City of Solana Beach is dedicated to protecting and enhancing the local environment. The City understands the link between a healthy environment and quality of life. Therefore, the City takes pride in every effort it takes to ensure that the delicate environment is protected for many generations to come.



Learn more about Solana Beach's efforts to reduce plastic pollution at www.CityofSolanaBeach.org/PlasticFree

PLASTIC FREE SOLANA BEACH

Global Problem. Local Solutions.



PROPOSED PLASTIC REDUCTION MEASURES

FOOD SERVICE WARE

PROPOSED RESTRICTION

To prohibit the sale and distribution of food service ware that is not recyclable or compostable, and/or contains polystyrene.

Food service ware includes containers, bowls, plates, cups, lids, egg cartons, meat trays, and other similar single-use items that are designed to serve prepared food and beverages.

Applies to: Restaurants (including fast food), Beverage providers, Vendors (any store, shop, sales outlet, grocery store, not limited to vendors that provide food), and City Facilities or at City Sponsored Events

NON-RECYCLABLE PLASTIC CONTAINERS



NATURAL FIBERS COMPOSTABLE CONTAINERS



POLYSTYRENE EGG CARTONS



CARDBOARD EGG CARTONS



POLYSTYRENE MEAT TRAYS



PLANT-BASED COMPOSTABLE MEAT TRAY



PROPOSED RESTRICTION

STRAWS, STIRRERS AND UTENSILS

To prohibit the sale and distribution of single-use plastic straws, stirrers and utensils.

To initiate an Only-Upon-Request policy that would allow vendors to provide **non-plastic alternatives** to straws, stirrers or utensils **only** upon request by the customer.

Applies to: Restaurants (including fast food), Beverage providers, Vendors (any store, shop, sales outlet, grocery store, not limited to vendors that provide food), and City Facilities or at City Sponsored Events

PLASTIC SINGLE-USE STRAWS



REUSABLE STRAWS
Glass, Bamboo, or Metal



ALTERNATIVE SINGLE-USE STRAWS
Paper, Grain, or Edible



PLASTIC SINGLE-USE UTENSILS



REUSABLE UTENSILS
Metal or Bamboo



ALTERNATIVE SINGLE-USE UTENSILS
Bamboo, Wood or Edible



PLASTIC SINGLE-USE STIRRERS



REUSABLE STIRRERS
Metal or Glass



ALTERNATIVE SINGLE-USE STIRRERS
Paper, Grain, or Edible



PROPOSED RESTRICTION

POLYSTYRENE FOAM PRODUCTS

To prohibit the sale and distribution of the following polystyrene (foam) products unless they are encased within a more durable material: packing materials, including shipping boxes and packing peanuts; coolers, ice chests, or similar containers; pool or beach toys; and dock floats, mooring buoys, anchor or navigational markers.

In addition, these polystyrene foam products **will not be allowed on any beaches** unless they are encased in a more durable material.

POLYSTYRENE PACKING PEANUTS



PACKING PAPER



POLYSTYRENE FOAM COOLER



REUSABLE PLASTIC COOLER



POLYSTYRENE FOAM SOFT SHELL BODYBOARD



HDPE SLICK BODYBOARD



May 21, 2019

Dear Business Owner/Manager,

Governments worldwide are taking action to stop the flow of single-use plastics into our environment and waste streams, from the European Union, to the State of California, to our neighboring cities.

The problem is huge and not easily solved with any one policy. One approach has been to tackle the types of plastic pollution most commonly found on beaches and in our waterways. These include plastic bags, Styrofoam food containers and plastic utensils, straws, and bottles. This year the European Union, which includes 28 countries including France, Italy, Germany and Spain, has banned the following single-use plastics by 2021: plastic plates, utensils, straws, stirrers, and polystyrene (foam) beverage cups and food containers among other items.

The City of Solana Beach currently prohibits single-use plastic bags and Styrofoam containers. Solana Beach's Climate Action Commission has drafted and proposed a list of additional measures for our City Council to consider adopting into an ordinance. The **proposed** measures are summarized in the brochure included with this mailing and will likely be brought to Council for consideration before the summer Council break. The measures include provisions such as only distributing non-plastic straws, stirrers and utensils upon request as well as requiring that all food ware be recyclable or compostable.

Before voting on the measures, Council directed City Staff to reach out to the business community to solicit feedback and promote dialogue and education surrounding the measures. Please review the enclosed brochure as well as our website page devoted to this issue at www.CityofSolanaBeach.org/PlasticFree. We invite you to provide public comment on these measures at our Climate Action Commission meetings or contact Rimga Viskanta, Senior Management Analyst, via email at rviskanta@cosb.org.

In addition, volunteers from the Surfrider Foundation will be visiting Solana Beach establishments on the evening of **Thursday, June 6th** to offer additional education and resources surrounding the measures.

Sincerely,

Dan King
City Manager's Office
City of Solana Beach
858-720-2477dking@cosb.org



DATE: June 19, 2019

TO: Dan King, Assistant City Manager
Rimnga Viskanta, Senior Management Analyst

FROM: Tim James, Sr. Manager, Local Government Relations, California Grocers Association

RE: Information Regarding Impacts of Proposed Meat Tray Regulation

Grocery Food Packaging is Different

Most believe food packaging is only used for minutes or hours at the most. However, food packaging which is discarded quickly comes from restaurants and similar food retailers for food or beverages that are consumed immediately. Restaurant-style food packaging is designed primarily for convenience and not for long-term food safety or quality, unlike grocery food products. Food packaging for grocery items is used significantly longer and must keep food both safe and fresh for extended periods of time.

The grocery industry uses food packaging in an entirely different manner and for very different reasons than all other food retailers. Food packaging by grocers is used for days, weeks, even months both in store and at home with consumers. Raw meat items can be offered for sale for a week or more in-store and then remain in its packaging by the consumer for additional days, weeks or even months depending if the items are refrigerated or frozen.

When making food packaging decisions grocers must first consider product safety. This means using food packaging which can guarantee the food product will not become adulterated or impacted in any way by exposure to contaminants, which includes oxygen for raw meat products. Using safe food packaging for raw meats prevents adulteration which could lead to consumer illness.

The second consideration for grocers when choosing food packaging is ensuring the quality and freshness of the product. Food products that do not remain fresh for the greatest amount of time will very likely become food waste. Food waste due to improper packaging would add to increased trash and wasted resources. Food waste reduction has become a regulatory priority in California making food freshness and quality a top sustainability priority.

Grocery food packaging is specifically chosen to prevent illness and reduce food waste over extended periods of time. It is important grocers have numerous food packaging options, especially for raw meat products, to ensure safety and reduce food waste. Solana Beach must remember the unique use of food packaging by grocers when regulating raw meat options.

Considerations for Meat Packaging

Raw meat products are considered a "Potentially Hazardous Food" by California Health and Safety Code (Cal-Code). Raw meat products have received this designation since it requires time, temperature



and exposure controls to avoid adulteration, meaning it would become impure or injurious to health. With potential hazards likely if raw meat is mishandled, great care must be taken throughout the supply chain, at grocery stores, and by consumers after purchase.

As grocers we take our moral and legal responsibility to provide safe and fresh meat products to our consumers very seriously. This is why grocers have chosen specific processes and packaging for each individual item. Considerations when choosing packaging include ability to hold up through the packaging process, withstand handling by store staff and consumers, maintaining integrity when at cold holding or freezing temperatures for long periods of time, prevent release and intrusion of gases and moisture, and prevent leakage of liquids.

Meat Packaging Types

Raw meats for sale to consumers are either packaged in-store or at a manufacturing facility. Both options have their benefits and challenges, which vary by specific meat type and product. In both circumstances the considerations vary slightly, but largely remain the same due to the same general handling requirements and safety and quality issues.

Meat products prepared and packaged at a manufacturing facility, usually for national distribution, have greater options due the size of the facility and space available for the equipment, which is not available inside even the largest of grocery stores. In most cases, foam trays are still utilized due to their superior performance across the board compared to other packaging types.

There are some meat products that will maintain their safety and quality in hard, rigid plastic trays with a heat-sealed film covering the top. These tray types and sealing processes require large and complicated equipment which would physically not fit inside a grocery store. It is important to note that not all meat products are able to be packaged in hard, rigid plastic containers due to manufacturing limitations.

It is also important to note that the national distributors providing products to Solana Beach stores are not easily able to adjust their supply and distribution chain solely for individual municipalities or a few stores. Supply chain difficulties mean scores of products may no longer be available in Solana Beach stores once the ordinance goes into effect. Malibu is currently experiencing this scenario and is being addressed through feasibility-waivers included in their ordinance.

The in-store packaging of meat products is the preferred process for meat packaging for several reasons, among which includes better quality control of the product by the store and ability to offer specific cuts and sizes for consumers of that store to minimize waste. In-store packaging of meat, which occurs at full-service grocers, includes breaking down large pieces of meat, known as primal cuts, and utilizing skilled workers to butcher and package meat products. This process includes safety advantages since there is minimal exposure for the finished product and an ability to make adjustments in cuts and products offered can be made quickly meet consumer demand ensuring the sale of the product and minimizing food waste.



Proper Disposal

The best performing alternative to polystyrene foam meat trays in nearly every case is a compostable foam tray even though they are more brittle at cold temperatures, break more often during the packaging process, and could prematurely begin to break down compromising food safety.

As noted in our conversations about Solana Beach waste disposal, the city does not yet have proper disposal for compostable materials. Pushing the grocery industry to use compostable meat trays before curbside composting is available will result in no gain in waste disposal as they will need to be placed in the trash.

Furthermore, premature implementation would result in consumers being trained to throw compostable packaging in the trash and then would have to be re-trained to follow a different disposal process once proper disposal becomes available which would inevitably create confusion. It is our experience that the most effective policies allow only for what can be properly recycled or composted curbside at the time of implementation.

San Francisco, Seattle and several other California jurisdictions have made the commitment to curbside composting for its residents. In these jurisdictions it makes sense from a waste and sustainability perspective to move towards compostable packaging. It should also be noted these jurisdictions provide significant implementation periods and feasibility-based waivers.

Specific to the composting process it should be noted that any compostable products as marine debris or litter will not compost. Composting is a specific ASTM regulated process that involves significant temperatures and moisture in a controlled commercial process. Compostable products will also not compost in landfill environments.

Comparison to other Jurisdictions

While the proposed Solana Beach ordinance appears to be consistent with other ordinances in prescribing suitable replacements for expanded polystyrene packaging, we want to note some of the implementation and waiver details that make other municipal ordinances workable for grocers so that consumers do not lose the local products they are accustomed to purchasing in their favorite stores.

- **San Francisco:** SF passed its ordinance in 2016, provided a 12-month implementation period, as well as an additional 12-month waiver for raw meat trays (two years total). The city also has a curbside composting program for new compostable trays, which are the closest in performance to expanded polystyrene trays. Finally, there is a regional manufacturer for alternate raw meat trays for meats packaged in-store, unlike in Southern California.



- **Malibu:** Malibu passed its ordinance in 2016, provided a 13-month implementation period, as well as an additional 12-month waiver for raw meat trays. Grocers have experienced difficulty reaching full compliance with the raw meat portion of the ordinance since going into effect in January 2019, including a 10-15% loss in sales, discontinuation of hundreds of products in local stores and the repackaging of non-compliant products in new trays once in-store. As such, an additional 12-month waiver is pending with the city for the product category until January 2020.
- **San Diego:** San Diego passed its ordinance in 2018 with a five-month implementation period and phased-in approach throughout 2019. However, the city is allowing for unlimited 24-month feasibility waivers, the first of which for raw meat trays has been approved. With approval of the waiver, polystyrene meat trays are allowed until 2021.

Language Request for Solana Beach Meat Tray Ordinance

We believe strongly the Solana Beach ordinance should include the same implementation timeline and waiver process utilized in several other ordinances of a 12+ month implementation period to coincide with the availability of curbside composting in addition to at least a 12-month feasibility waiver for raw meat products, with the option of additional 12-month waivers, as needed. This will provide time to make the necessary adjustments to change packaging for items controlled by the store which can include exhausting current supplies, and upgrading both machinery and safety practices. It will also allow the necessary time to work with suppliers to minimize products becoming unavailable for sale or being repackaged.

Furthermore, as is currently being experienced in San Diego and other cities, there are not compliant solutions for all meat products yet. The opportunity for feasibility-based waivers will allow compliance with the bulk of the ordinance while not unnecessarily damaging grocers ability to sell products expected by consumers.

Below are the sections of the San Diego Municipal Code¹ that should be included in the Solana Beach ordinance related to polystyrene meat trays with only appropriate technical changes.

§66.0906 Implementation

- (c) An applicant may seek a waiver or a renewal of a waiver in accordance with this section by submitting a written application on a form approved by the *Director*. Applications for renewals must be submitted no later than 60 days prior to the expiration of the previous waiver. The *Director* may require the applicant to submit additional information or documentation before making a determination regarding the waiver.

¹ <https://www.sandiego.gov/environmental-services/recycling/pf-ban>



- (d) The *Director* may waive the provisions of section 66.0902(a) regarding *food service ware* and *food trays* in accordance with the following:
- (1) Feasibility-based hardship. The applicant seeking the waiver must demonstrate to the *Director's* satisfaction that no reasonably feasible alternative exists to a specific non-compliant material.
 - (2) Financial hardship. An individual or an entity may seek a financial hardship waiver. The applicant seeking the waiver must demonstrate to the *Director's* satisfaction that the following criteria are met:
 - (A) The applicant has a gross income of less than \$500,000 on the applicant's annual Federal income tax filing for the most recent tax year, however, a waiver sought on behalf of an entity must be based on the entity's income, and
 - (B) With respect to each specific non-compliant product, there is no suitable and reasonably affordable alternative product available.
 - (3) Contractual requirement. The applicant seeking a waiver based on an existing contractual requirement must demonstrate to the *Director's* satisfaction that a contract to purchase a non-compliant material was entered into within one year prior to [Feb. 23, 2019], in which case the *Director* may waive the requirements of section 66.0902 for one year from [Feb. 23, 2020].
- (e) The *Director* may grant feasibility-based or financial hardship waivers in whole or in part, with or without conditions, for up to 24 months if the applicant or City official seeking the waiver has demonstrated to the *Director's* satisfaction that strict application of the specific requirement would create a continued feasibility-based or financial hardship pursuant to section 66.0906 (d)(1) or (2) or there are special circumstances or conditions that are peculiar to the applicant and these circumstances or conditions are not the result of any act of the applicant's after [Feb. 23, 2019] and the waiver is the minimum relief necessary to address the special circumstances or conditions. The *Director* shall base his or her determination on the most current information available. The *Director* may grant renewals for up to 24 months, based on the same criteria. Subsequent renewals for up to 24 months, based on the same criteria, may be applied for and granted.

July 30, 2019

The Honorable David A. Zito
Mayor, City of Solana Beach
635 HWY 101
Solana Beach, CA 92075

RE: Plastic Bottles

Dear Mayor Zito,

On behalf of California's non-alcoholic beverage industry, I write to share information about our initiatives aimed at leading the way on sustainable solutions in our communities. The industry takes environmental stewardship seriously and we look forward to working with you to achieve your environmental goals and maintain the well-being of Solana Beach businesses and community members who benefit from them.

Following the discussion on plastic bottle regulations in November 2018 and again in July 2019 at the Climate Action Commission, we thought it was important to share with you the beverage industry's commitment to sustainability and the environment as the CAC's recommendations move to the full city council. We hope to present a full picture of the industry's sustainability measures before any decisions are made on bans or regulations of our products.

First, the non-alcoholic beverage industry is making 100% recyclable bottles. Even the caps are recyclable. We have also led the lightweighting of plastic PET packaging to the point where we are saving hundreds of millions of pounds of raw materials by reducing the PET content of our containers. One of our member companies also pioneered the PlantBottle, a bottle made partially from plant-based material that avoids hundreds of metric tons of CO2 emissions in production.

California's beverage manufacturers are also partnering with groundbreaking technology efforts in California that focus on bottle-to-bottle recycling, which recycles used PET bottles into new bottles over and over. Known as closed-loop recycling, this breakthrough takes PET bottles from material recovery facilities and converts them into PET pellets that are easily used for new PET bottles, avoiding the need for new plastic. There are multiple reclaimers in southern California that are leaders in this technology and have created a regional market to capture recycled PET bottles, recovering more than two billion plastic PET bottles annually from California's curbside and redemption programs. These reclaimers have built their business based on material flow of PET from California, so eliminating this container from any town will mean less feedstock for this new segment of California's emerging circular economy.

This California beverage company-backed effort conserves resources, reduces carbon footprints and keeps bottles out of landfills. We would be thrilled to arrange a tour for you of one of our nearby manufacturing facilities or work with you to tour one of the California reclaimers that produce rPET for bottles to demonstrate these processes firsthand.

Please find some information pertaining to the CAC discussion and draft single-use plastics ban ordinance below. More information is also available on InnovationNaturally.org.

Bottled Water and Bottled Beverage Bans

We agree with the city's desire to reduce waste. But a ban on bottled water, or all bottled beverages, would have negative side effects and would do little to reduce plastic waste. There is no need for any beverage container to wind up in places where they should not be – as litter or in landfills. Comprehensive recycling systems like those of our California reclaimers, and plastic reduction efforts by beverage companies, can help ensure this does not happen. We are not only implementing innovations to reduce plastic packaging but also to increase water-use efficiency. Industry-wide our member companies are aiming to achieve double-digit water savings over the next decade and replenish water sources with the equivalent of water used in manufacturing.

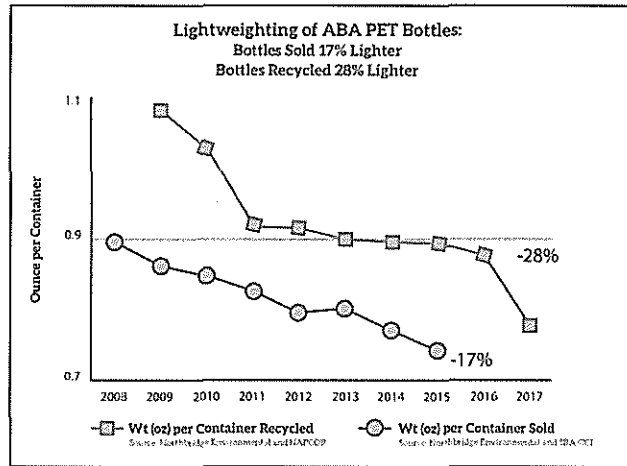
Importantly, people are drinking more water because of bottled water. Allowing people to use and access bottled water on City property and at City events will help ensure they stay hydrated. These are good things that we should be encouraging rather than discouraging.



California has some of the highest recycling rates in the country, with an average 2016 beverage recycling rate of 80 percent (calrecycle.org). Glass bottles are recycled at a rate of 72 percent, PET at 76 percent and aluminum at 91 percent.

These high rates of recycling allow the beverage industry to keep innovating for the good of the environment. The packaging that surrounds beverage products has to be strong and reliable, but at the same time easily recyclable. We put the force of our industry's creativity into designing containers that use fewer raw materials at the beginning of their lifecycle and are easy to recycle at the end of it. Lighter, more streamlined packaging also cuts down on the fuel needed to transport our products.

Lightweight bottles require fewer raw materials, which decreases the energy required for production and reduces greenhouse gas emissions.



As the City considers restrictions and bans on single-use plastics, we ask for acknowledgement that PET bottled beverages are not single-use because they are recycled and used over and over again. Furthermore, the existence of adequate and working water refilling stations should be confirmed and included as a prerequisite to any limitation of bottled water on specific city property locations and city-sponsored events. Lastly, it should be noted that the single-use containers used at water filling stations are not necessarily recyclable and may end up in landfills negating any benefit.

As you may already be aware, many cities require recycling on-site as a requirement for special events in public space. The event sponsor develops the recycling, or most cities have a group they point to as providing the collection. For instance, a scout troop or an eco-club from local schools are often eager to assist with the recycling of such containers to capture the CRV.

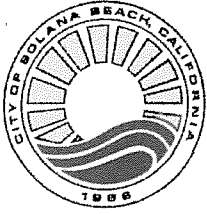
Another option that would ensure water bottles are recycled and reused properly is for Solana Beach to consider requiring a reclamation component as a condition for selling beverages, including bottled water, that mandates all beverage containers be 100% recyclable. Venders would need to build the cost of doing so into their bid for the business and could include signage and/or bins, which also makes for an excellent educational tool for community members in support of the state's burgeoning circular recycling economy.

Our local contact is Jessica Mause, who can be reached at jessica@rodriguezstrategies.com or 202-306-8938. Please don't hesitate to reach out to either one of us with any questions. We look forward to continuing the conversation.

Sincerely,

Fredericka McGee
 Vice President, California Government Affairs & Operations
fmcgee@ameribev.org
 916-205-5358

Cc: Solana Beach City Council
 Solana Beach Climate Action Commission
 Dan King, Assistant City Manager
 Rimga Viskanta, Senior Management Analyst



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: August 28, 2019
ORIGINATING DEPT: City Attorney's Office
SUBJECT: Introduce (1st Reading) Ordinance No. 505 – Amending Chapter 7.20 of the Solana Beach Municipal Code to Add a New Section 7.20.030, Relating to the Safe Storage of Firearms

BACKGROUND:

Gun violence is a major public health issue. Having a firearm in a home that is easily accessible to children, those struggling with mental health issues, and criminals, increases firearm related injuries, deaths and crimes. Research indicates that these risks are minimized when unattended firearms are locked up or disabled with a trigger lock.

The purpose of the proposed Ordinance is to protect the health and safety of the public by requiring firearms to be safely stored unless they are under the control of the owner, thereby preventing firearm access by those who are not the owner or authorized user of a firearm and reducing the number of firearm-related injuries, deaths and crimes.

DISCUSSION:

Proposed Ordinance 505 would amend Chapter 7.20 of the Solana Beach Municipal Code ("SBMC") to include a new section 7.20.030 requiring people who keep firearms in their residences, including accessory structures (e.g., garages and sheds), to store them in locked containers or disable them with a trigger lock unless the firearm is on their person or is in the immediate control of the person so that it can be readily retrieved.

This Ordinance does not substantially burden the right or ability of owners to use firearms for self-defense in the home. The locking requirements in this Ordinance apply

COUNCIL ACTION:

only to firearms that are not being carried on the person or in the person's immediate control. Under this Ordinance, firearm owners may carry loaded and unlocked firearms in the home at any time and the safe storage requirements allow owners to store firearms loaded if they wish. The Ordinance can be enforced criminally as provided in SBMC Chapter 1.16.

The proposed Ordinance also encourages owners of firearms to report lost or stolen firearms to law enforcement. A person who reports a firearm lost or stolen with a law enforcement agency will not be subject to prosecution for violation of the Ordinance for the firearm that is reported lost or stolen. The Ordinance addresses the very real risks posed by unsecured firearms in the home. It will help prevent accidental shootings, teen suicides, and firearm thefts from homes during burglaries. This Ordinance will preserve the peace and protect the public health, safety and general welfare of the residents of the City of Solana Beach by reducing firearms-related injuries and crime.

Unsecured Firearms Increase the Risk of Suicides and Accidental Shootings

Firearm-related deaths in the United States are the second leading cause of injury-related deaths in children between the ages of 1 and 17, surpassed only by motor vehicle injury deaths.¹

The number of people who do not safely secure their firearm is startling. It is estimated that 4.6 million children in the United States live in a home with unsecured firearms.² Studies show that unsecured firearms are frequently accessible to and accessed by young children, even when their parents believe their firearms are not accessible.³ For example, 73% of children ages 9 and under reported knowing the location of their parent's firearms, and 36% of those children admitted that they had handled the firearms, including children whose parents had reported their children did not know the location of their firearms.⁴

Evidence shows that the presence of a firearm in a home with children substantially increases the risk of suicide and accidental shootings, but that these risks are lower in homes where firearms are secured.⁵

¹ Katherine A. Fowler, Linda L. Dahlberg, Tadesse Haileyesus, Carmen Gutierrez and Sarah Bacon, *Childhood Firearm Injuries in the United States*, Pediatrics, June 19, 2017, <https://pediatrics.aappublications.org/content/pediatrics/140/1/e20163486.full.pdf>.

² Deborah Azrael, Joanna Cohen, Carmel Salhi, and Matthew Miller, *Firearm Storage in Gun-Ownning Households with Children: Results of a 2015 National Survey*, Journal of Urban Health (June 2018) https://www.thetrace.org/wp-content/uploads/2018/05/Firearm-Storage-in-Households-with-Children_JUH.pdf.

³ Frances Baxley, Matthew Miller, *Parental Misperceptions About Children and Firearms*, Archives of Pediatric & Adolescent Med. (2006) <http://childrensfirearmsafetyalliance.com/wpcontent/uploads/2017/09/Parental-MIsconceptions-About-Children-and-Firearms-AMA.pdf>.

⁴ Frances Baxley & Matthew Miller *Parental Misperceptions About Children and Firearms*, 160 Archives of Pediatric & Adolescent Med. (2006) <http://childrensfirearmsafetyalliance.com/wpcontent/uploads/2017/09/Parental-MIsconceptions-About-Children-and-Firearms-AMA.pdf>.

⁵ Deborah Azrael, Joanna Cohen, Carmel Salhi, and Matthew Miller, *Firearm Storage in Gun-Ownning Households with Children: Results of a 2015 National Survey*, Journal of Urban Health (June 2018) https://www.thetrace.org/wp-content/uploads/2018/05/Firearm-Storage-in-Households-with-Children_JUH.pdf.

Firearms were the leading cause of suicides in San Diego County from 1988 through 2016, outnumbering intentional overdose/poisoning, hanging/asphyxia, jumping, and other causes.⁶ Between 2007 and 2016, San Diego County's suicide rate among those aged 18 years or younger was higher than the California state rate.⁷ The San Diego County Suicide Prevention Council found that San Diego County's suicide rate between 2016 and 2017 increased 5% from 13.1 to 13.8 per population of 100,000.⁸

Suicide attempts often are impulsive acts, with one study finding that 24% of nearly lethal suicide attempts by individuals 13 to 34 years of age occurred within five minutes of their decision to attempt suicide.⁹ Secured firearms impede the opportunity for impulsive suicide attempts, giving suicidal individuals time to contact family, friends, and health-care professionals, and giving others time to react.

Secured Firearms Prevent and Help Reduce Deaths and Injuries

It is proven that laws requiring firearms to be secured help reduce suicides and injuries. Data between 2004 and 2014 from the Centers for Disease Control shows that among minors between the ages of 10 and 17, firearms were used in just 9% of youth suicides in Massachusetts, a state that has child firearm access prevention laws, compared to 39% of youth suicides nationally, and that the overall suicide death rate among youth in Massachusetts is 35% below the national average.¹⁰

An April 2019 study of pediatric gunshot wounds identified children ages 0-15 years who were admitted to a Houston trauma center from 2001 to 2016 and concluded that many of the gun shot injuries could have been prevented with safe firearm storage, increased community education efforts, and other safety measures.¹¹

The RAND Corporation analyzed scientific literature on firearm laws and concluded that child firearm access prevention laws reduce firearm self-injuries (including suicides) and unintentional firearm injuries and deaths among children.¹²

⁶ 2016 Annual Report, County of San Diego Department of the Medical Examiner, <https://www.sandiegocounty.gov/content/dam/sdc/me/docs/SDME%20Annual%20Report%202016.pdf>.

⁷ *Youth Suicide Prevention: New School Policies and Beyond*, San Diego County Suicide Prevention Council, 2018, <https://tribkswb.files.wordpress.com/2018/09/spc-report.pdf>.

⁸ *Youth Suicide Prevention: New School Policies and Beyond*, San Diego County Suicide Prevention Council, 2018, <https://tribkswb.files.wordpress.com/2018/09/spc-report.pdf>.

⁹ Thomas R. Simon, PhD, Alan C. Swann, MD, Kenneth E. Powell, MD, MPH, Lloyd B. Potter, PhD, MPH, Marcie-jo Kresnow, MS, and Patrick W. O'Carroll, MD, MPH, *Characteristics of Impulsive Suicide Attempts and Attempters* (January 19, 2011) <https://onlinelibrary.wiley.com/doi/pdf/10.1521/suli.32.1.5.49.24212>.

¹⁰ *Safe Storage*, Giffords Law Center to Prevent Gun Violence <https://lawcenter.giffords.org/gun-laws/policyareas/child-consumer-safety/safe-storage/>.

¹¹ Joe W. Brewer Jr, Charles S. Cox, Stephen A Fletcher, Manish N Shah, Michelle Sandberg, David I. Sandberg, *Surgery, Analysis of pediatric gunshot wounds in Houston, Texas: A social perspective*, Journal of Pediatric (April 2019) [https://www.jpedsurg.org/article/S0022-3468\(18\)30720-6/pdf](https://www.jpedsurg.org/article/S0022-3468(18)30720-6/pdf).

¹² The RAND Corporation, *What Science Tells Us About the Effects of Gun Policies*, <https://www.rand.org/research/gun-policy/essays/what-science-tells-us-about-the-effects-of-gun-policies.html>.

Unsecured Firearms Pose a Threat to Public Safety

The United States Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), reported that lost and stolen firearms pose a substantial threat to public safety and to law enforcement.¹³ Lost and stolen firearms are used to commit violent crimes, are often bought and sold in an unregulated secondary market where law enforcement is unable to trace transactions, and are transferred to others who commit crimes or are prohibited by law from possessing a firearm.¹⁴

Requiring the safe storage of firearms will reduce the number of firearms stolen during household burglaries or other property crimes, as about 93% of firearm thefts between 2005 and 2010 occurred during property crimes.¹⁵ In 83% of burglaries and 85% of other property crimes that involved a stolen firearm, none of the stolen firearms had been recovered.¹⁶

Recent data shows that in San Diego County one in five robberies involved a firearm,¹⁷ and a firearm was used in 55% of homicides in 2015.¹⁸ According to a SANDAG report, in 2017, firearms were used in 53% of homicides, 18% of robberies, and 12% of aggravated assaults in the San Diego region, and only 1 in 4 adult arrestees reported that they got the firearm they carried from a store or retail establishment.¹⁹ States that require firearms to be secured have a firearm theft rate below the national average.²⁰

Safes and Trigger Locks

Firearms sold or manufactured in California must come with a safety device. In California, with some exceptions, any firearm sold or transferred by a licensed firearms dealer, including a private transfer through a dealer, and any firearm manufactured in the state, must include or be accompanied by a firearm safety device that is listed on the Department of Justice's roster of approved firearm safety devices. California Penal Code section 23635.

¹³ *2012 Summary: Firearms Reported Lost and Stolen*, U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives, <https://www.atf.gov/resource-center/docs/2012-summary-firearms-reported-lost-and-stolen-2pdf/download>.

¹⁴ *2012 Summary: Firearms Reported Lost and Stolen*, U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives, <https://www.atf.gov/resource-center/docs/2012-summary-firearms-reported-lost-and-stolen-2pdf/download>.

¹⁵ Lynn Langton, *Firearms Stolen during Household Burglaries and Other Property Crimes, 2005-2010*, U.S. Department of Justice, Bureau of Justice Statistics, November 2012, <https://www.bjs.gov/content/pub/pdf/fshbopc0510.pdf>.

¹⁶ Lynn Langton, *Firearms Stolen during Household Burglaries and Other Property Crimes, 2005-2010*, U.S. Department of Justice, Bureau of Justice Statistics, November 2012, <https://www.bjs.gov/content/pub/pdf/fshbopc0510.pdf>.

¹⁷ *Thirty-Eight Years of Crime in the San Diego Region: 1980 Through 2017*, SANDAG (April 2018), https://www.sandag.org/uploads/publicationid/publicationid_4489_23656.pdf.

¹⁸ Cynthia Burke Ph.D., *San Diego Violent Crime Victims and Suspects in 2015*, SANDAG (Dec. 2016), https://www.sandag.org/uploads/publicationid/publicationid_2082_21410.pdf.

¹⁹ *Firearms and Crime: Statistics from UCR and the Substance Abuse Monitoring Program*, SANDAG, CJFLASH, Vol. 20, Iss. 8 (Aug. 2018), https://www.sandag.org/uploads/projectid/projectid_130_24598.pdf.

²⁰ Brian Freskos, *Missing Pieces, Gun theft from legal owners is on the rise, quietly fueling violent crime across America*, The Trace, November 20, 2017, <https://www.thetrace.org/features/stolen-guns-violent-crime-america/>.

Additionally, the use of a gun safe or trigger lock does not impede quick access to a firearm. A quick access safe with a pushbutton code keeps a firearm secure but also readily accessible. Trigger locks can be removed within seconds by someone who knows the combination. A simple online search using "firearm safe storage" or "firearm locking devices" as keywords will locate information on lock boxes, cable locks, safes, and triggers locks. Lock boxes come in a variety of forms either with push buttons, combinations, or digital keypad lock. Lock boxes are quick to access and difficult to steal if permanently mounted. Lock boxes cost \$40 to \$200 or more, cable locks and trigger locks are more inexpensive and cost \$5 to \$40 or more. All can be found at firearm and sporting goods stores and online retailers.

The NRA, Attorney General, and Chiefs of Police All Advocate for Safe Storage

The National Rifle Association (NRA) safety rules instruct gun owners to store guns so they are not accessible to unauthorized persons.²¹

The California Attorney General notes that securing firearms is a basic gun safety rule for gun owners to understand and practice at all times.²² Specifically, the Attorney General instructs owners to secure storage of firearms using safety devices, such as a trigger lock or cable lock, or locked containers, such as a lock box or a gun safe. And for maximum safety, he recommends using both a locking device and a storage container.

The International Association of Chiefs of Police (IACP) also supports responsible firearm ownership by recommending that owners secure their firearms from theft and from misuse by using safes, trigger locks, and monitored alarm systems.²³

Other California Jurisdictions

The following jurisdictions have similar firearm safe storage regulations:

City of San Diego
Belvedere
Berkeley
Los Angeles
Oakland
Palm Springs
San Jose
Santa Cruz
Saratoga
Sunnyvale
Tiburon
San Francisco City and County

²¹ NRA Gun Safety Rules <https://gunsafetyrules.nra.org/>.

²² State Department of Justice, Attorney General website, Firearm Safety, <https://oag.ca.gov/firearms/tips>.

²³ Resolution from Security of Firearms, International Association of Chiefs of Police, <https://www.theiacp.org/resources/resolution/security-of-firearms>.

CEQA COMPLIANCE STATEMENT:

The action being considered by the City Council is exempt from the California Environmental Quality Act (CEQA) because it is not a “project” under Section 15378(b)(5) of CEQA Guidelines.

FISCAL IMPACT:

There is no anticipated fiscal impact as a result of this item.

WORK PLAN:

N/A

OPTIONS:


- Introduce Ordinance 505 amending SBMC Chapter 7.20 to add a new section 7.20.030, relating to the safe storage of firearms.
- Do not introduce Ordinance 505.
- Provide direction.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council introduce Ordinance 505 amending SBMC Chapter 7.20 to add a new section 7.20.030, relating to the safe storage of firearms.

CITY MANAGER’S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Ordinance 505

ORDINANCE 505

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA AMENDING CHAPTER 7.20 OF THE SOLANA BEACH MUNICIPAL CODE TO ADD NEW SECTION 7.20.030, RELATING TO SAFE STORAGE OF FIREARMS

WHEREAS, the City of Solana Beach has authority to enact laws that protect the public health, safety and general welfare of its residents pursuant to the police power delegated to it by the California Constitution; and

WHEREAS, having a firearm in the home that is easily accessible to children, those struggling with mental health issues, and criminals, increases firearm related injuries, deaths, and crimes, creating significant local and national public health impacts; and

WHEREAS, research indicates that these impacts are reduced when firearms are locked up or disabled with a trigger lock (secured); and

WHEREAS, firearm-related deaths in the United States are the second leading cause of injury-related deaths in children between the ages of 1 and 17, surpassed only by motor vehicle injury deaths; and

WHEREAS, it is estimated that 4.6 million children in the United States live in a home with unsecured firearms; and

WHEREAS, studies show that unsecured firearms are frequently accessible to and accessed by young children, even when their parents believe their firearms are not accessible; and

WHEREAS, 73% of children ages 9 and under reported knowing the location of their parent's firearms, and 36% of those children admitted that they had handled the firearms, including children whose parents had reported their children did not know the location of their firearms; and

WHEREAS, evidence shows that the presence of a firearm in a home with children substantially increases the risk of suicide and accidental shootings, but that these risks are lower in homes where firearms are secured; and

WHEREAS, firearms were the leading cause of suicides in San Diego County from 1988 through 2016, overtaking intentional overdose/poisoning, hanging/asphyxia, jumping, and other causes; and

WHEREAS, between 2007 and 2016, San Diego County's suicide rate among those aged 18 years or younger was higher than the California state rate; and

WHEREAS, the San Diego County Suicide Prevention Council found that San Diego County's suicide rate between 2016 and 2017 increased 5% from 13.1 to 13.8 per population of 100,000; and

WHEREAS, suicide attempts often are impulsive acts, with one study finding that 24% of nearly lethal suicide attempts by individuals 13 to 34 years of age occurred within five minutes of their decision to attempt suicide; and

WHEREAS, secured firearms impede the opportunity for impulsive suicide attempts, giving suicidal individuals time to contact family, friends, and health-care professionals, and giving others time to react; and

WHEREAS, data between 2004 and 2014 from the Centers for Disease Control shows that among minors between the ages of 10 and 17, firearms were used in just 9% of youth suicides in Massachusetts, a state that has child firearm access prevention laws, compared to 39% of youth suicides nationally, and that the overall suicide death rate among youth in Massachusetts is 35% below the national average; and

WHEREAS, an April 2019 study of pediatric gunshot wounds identified children ages 0- 15 years who were admitted to a Houston trauma center from 2001 to 2016 and concluded that many of the gun shot injuries could have been prevented with safe firearm storage, increased community education efforts, and other safety measures; and

WHEREAS, the RAND Corporation analyzed scientific literature on firearm laws and concluded that child firearm access prevention laws reduce firearm self-injuries (including suicides) and unintentional firearm injuries and deaths among children; and

WHEREAS, in 2012, the United States Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), reported that lost and stolen firearms pose a substantial threat to public safety and to law enforcement; and

WHEREAS, requiring the safe storage of firearms will reduce the number of firearms stolen during household burglaries or other property crimes, as about 93% of firearm thefts between 2005 and 2010 occurred during property crimes; and

WHEREAS, in 83% of burglaries and 85% of other property crimes that involved a stolen firearm, none of the stolen firearms had been recovered; and

WHEREAS, lost and stolen firearms are used to commit violent crimes, are often bought and sold in an unregulated secondary market where law enforcement is unable to trace transactions, and are transferred to others who commit crimes or are prohibited by law from possessing a firearm; and

WHEREAS, recent data shows that in San Diego County one in five robberies involved a firearm, and a firearm was used in 55% of homicides; and

WHEREAS, according to a SANDAG report, in 2017, firearms were used in 53% of homicides, 18% of robberies, and 12% of aggravated assaults in the San Diego region, and only 1 in 4 adult arrestees reported that they got the firearm they carried from a store or retail establishment; and

WHEREAS, states that require firearms to be secured have a firearm theft rate below the national average; and

WHEREAS, the National Rifle Association (NRA) safety rules instruct gun owners to store guns so they are not accessible to unauthorized persons; and

WHEREAS, the California Attorney General advocates for secure storage of firearms using safety devices, such as a trigger lock or cable lock, or locked containers, such as a lock box or a gun safe; and

WHEREAS, the International Association of Chiefs of Police advocates for responsible firearms owners to secure their firearms from theft and from misuse by using safes, trigger locks, and monitored alarm systems; and

WHEREAS, this Ordinance requires firearms to be secured with trigger locks, in a locked container, on the person, or in the person's immediate control, and does not substantially burden a person's right or ability to use firearms for self-defense in the home; and

WHEREAS, this Ordinance applies only to firearms that are not being carried on the person or in the person's immediate control; and

WHEREAS, under this Ordinance, a person may carry loaded and unlocked firearms in the home at any time, and loaded firearms may be securely stored; and

WHEREAS, the Legislature of the State of California has not, expressly or by implication, preempted the regulation of safe residential firearm storage; and

WHEREAS, the Council of the City of Solana Beach finds that this Ordinance addresses the risks posed by unsecured firearms in the home and will help prevent accidental shootings, teen suicides, and residential firearm thefts; and

WHEREAS, the Council of the City of Solana Beach finds and declares that this Ordinance will preserve the peace and protect the public health, safety, and general welfare of the residents of the City of Solana Beach by reducing firearms-related injuries and crime; and

WHEREAS, the Council of the City of Solana Beach further finds it is within its police power to implement and enforce the provisions of this Ordinance.

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

Section 1. All of the above statements are true and incorporated herein as findings.

Section 2. The City Council finds that this action is not a project under the California Environmental Quality Act ("CEQA") because there is no development or physical change that would result from the adoption of this ordinance.

Section 3. Section 7.20.030 is hereby added to Title 7, Chapter 7.20 of the Solana Beach Municipal Code to read as follows:

7.20.030 Residential Safe Storage of Firearms.

A. Purpose and Intent. It is the purpose and intent of this section that the storage of *firearms* in *residences* within the City of Solana Beach be regulated for the protection and health of the public and to prevent *firearm* access by a *person* who is not the *authorized user* of a *firearm*.

B. Definitions. For the purposes of this section, defined terms appear in italics. The following definitions apply in this section:

1. *Accessory structure* has the same meaning as in Solana Beach Municipal Code section 17.08.030.

2. *Authorized user* means a person who is not prohibited from owning or possessing a firearm.

3. *Firearm* means any weapon from which a missile, such as, but not limited to, a bullet, ball, or shell, is hurled by an explosive.

4. *Locked container* has the same meaning as in California Penal Code section 16850.

5. *Person* has the same meaning as in Solana Beach Municipal Code section 17.08.030.

6. *Residence* means any structure intended or used for human habitation including, without limitation, houses, townhouses, condominiums, apartments, and mobilehomes.

7. *Structure* has the same meaning as in Solana Beach Municipal Code section 17.08.030.

8. *Trigger lock* means a firearm safety device approved by the California Department of Justice Bureau of Firearms in accordance with California Penal Code section 23635.

C. Prohibition. It is unlawful for any *person* to keep a *firearm* within any *residence*, including its *accessory structures*, unless the *firearm* is stored in a *locked container* or disabled with a *trigger lock*.

D. Exceptions. Subsection C shall not apply in the following circumstances:

1. the *firearm* is carried on the body of a *person* who is an *authorized user* of the *firearm*, or

2. the *firearm* is in the immediate control of the *authorized user* so that the *person* can readily retrieve and use the *firearm* as if carried on the *person's* body.

E. Reporting Lost or Stolen *Firearms*. In order to encourage reports to law enforcement agencies of lost or stolen *firearms*, a *person* who files a report with a law enforcement agency notifying the agency that a firearm has been lost or stolen shall not be subject to prosecution for violation of this section for the *firearm* that is reported lost or stolen.

Section 4. Severability. In the event that any court of competent jurisdiction holds any section, subsection, paragraph, sentence, clause or phrase in this Ordinance to be unconstitutional, preempted or otherwise invalid, the invalid portion shall be severed from this Ordinance and shall not affect the validity of the remaining portions of this Ordinance. The City hereby declares that it would have adopted each section, subsection, paragraph, sentence, clause or phrase in this Ordinance irrespective of whether any one or more sections, subsections, paragraphs, sentences, clauses or phrases in this Ordinance might be declared unconstitutional, preempted or otherwise invalid.

Section 5. Conflicts with Prior Ordinances. In the event that any City ordinance or regulation, in whole or in part, adopted prior to the effective date of this Ordinance, conflicts with any provisions in this Ordinance, the provisions in this Ordinance will control.

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 cause this Ordinance to be published pursuant to the provisions of Government Code Section 36933.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Solana Beach, California, on the 28th day of August, 2019; and

THEREAFTER ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, on the _____ day of _____, 2019, by the following vote:

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

DAVID A. ZITO, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk