



CITY OF SOLANA BEACH

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

AGENDA

Joint REGULAR Meeting

Wednesday, March 23, 2022 * 6:00 p.m.

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

This meeting will be conducted in accordance with California Government Code sections 54953(e) and 54954.3 and other applicable law.

MEETING LOCATION WILL NOT BE OPEN TO THE PUBLIC

Be advised that due to the COVID-19 pandemic in-person participation will not be allowed, there will be no members of the public in attendance at Council Meetings. Alternatives to in-person attendance for viewing and participating in City Council meetings are being provided under provided below.

AGENDA MATERIALS

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

WATCH THE MEETING

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

PUBLIC COMMENTS

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

OR

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

Before Meeting

- Alert Clerk's Office. We ask that you alert us that you will joining the meeting to speak. Please email us at clerkoffice@cosb.org to let us know which item you will speak on. This allows our Staff to manage speakers more efficiently.
- Watch the Meeting and Make a Public Comment
You can watch the meeting on the Live Meeting button on the Public Meetings page OR on TV at the stations provided above OR on the zoom event:
Link: <https://cosb-org.zoom.us/j/87525458827>
Webinar ID: 875 2545 8827
Or Telephone: Dial (for higher quality, dial a number based on your current location):
US: +1 669 900 9128 or +1 346 248 7799 or +1 253 215 8782 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799 or 833 548 0282 (Toll Free) or 877 853 5257 (Toll Free) or 888 475 4499 (Toll Free) or 833 548 0276 (Toll Free)
- Join/Log-In to the meeting at least 15 minutes prior to the start time so that the City Clerk can verify that you are ready to speak before the meeting begins.

- Audio Accessibility: If your computer does not have a microphone or you have sound issues, you can call-in from a landline or cell phone and use it as your audio (phone # is provided once you log-in to Zoom, see above). If you call in for better audio, mute your computer's speakers to eliminate feedback so that you do not have two audios when you are speaking.

During Meeting:

- o During each Agenda Item and Oral Communications, attendees will be asked if they would like to speak. Speakers are taken during each agenda item.
- o Speakers will be asked to raise their hand (zoom icon under participants can be clicked or on the phone you can dial *9) if they would like to be called on to speak during each item. We will call on you by your log in name or the last 4 digits of your phone #. When called on by the meeting organizer, we will unmute so you may provide comments for the allotted time. Allotted speaker times are listed under each [Agenda](#) section.
- o Choose Gallery View to see the presentations, when applicable.

SPECIAL ASSISTANCE NEEDED - AMERICAN DISABILITIES ACT TITLE 2

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

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

SPEAKERS:

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

READING OF ORDINANCES AND RESOLUTIONS:

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

CALL TO ORDER AND ROLL CALL:

CLOSED SESSION REPORT:

FLAG SALUTE:

PROCLAMATIONS/CERTIFICATES: *Ceremonial*

None at the posting of this agenda

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

None at the posting of this agenda

APPROVAL OF AGENDA:

ORAL COMMUNICATIONS:

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

This portion of the agenda provides an opportunity for members of the public to address the City Council on items relating to City business and not appearing on today's agenda by joining the virtual meeting online to speak live, per the Public Participation instructions on the Agenda. Pursuant to the Brown Act, no action shall be taken by the City Council on public comment items. No written correspondence may be submitted in lieu of public speaking. Council may refer items to the City Manager for placement on a future agenda. The maximum time allotted for each speaker is THREE MINUTES (SBMC 2.04.190).

COUNCIL COMMUNITY ANNOUNCEMENTS / COMMENTARY:

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

A. CONSENT CALENDAR: (Action Items) (A.1. - A.4.)

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

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

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

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

A.1. Minutes of the City Council.

Recommendation: That the City Council

1. Approve the Minutes of the following City Council meetings held January 26, 2022.

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

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

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

Recommendation: That the City Council

1. Ratify the list of demands for February 19, 2022 – March 4, 2022.

[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 Budget Adjustments for Fiscal Year 2021/2022. (File 0330-30)

Recommendation: That the City Council

1. Receive the report listing changes made to the Fiscal Year 2021/2022 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. Housing Element Annual Progress Report. (File 0610-10)

Recommendation: That the City Council

1. Adopt **Resolution 2022-020** approving the 2021 Housing Element Annual Progress Report and the 2020/21 Housing Successor Annual Report as submitted and direct City Staff to file the report with the California Department of Housing and Community Development and the Governor's Office of Planning and Research.

[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.

B. PUBLIC HEARINGS: (B.1.)

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

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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.

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.

B.1. Public Hearing: 536 Glenmont Dr., Applicants: Dane & Kristin Soderberg, Case: DRP21-024. (File 0600-40)

The proposed project could be found to be consistent with the General Plan and the SBMC and could be found, as conditioned, to meet the discretionary findings required as discussed in this report to approve a DRP. 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 2020-026** conditionally approving a DRP to conduct grading in excess of 100 cubic yards and perform associated site improvements on a lot with an existing one-story single-family residence, with an attached, partially subterranean garage at 536 Glenmont Drive, 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.

C. STAFF REPORTS: (C.1. – C.3.)

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

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C.1. Council Work Plan Prioritization Discussion. (File 0410-08)

Recommendation: That the City Council

1. Discuss the additional items/issues brought up during the fiscal year that are not included as a priority item in the current Work Plan and give direction to Staff on which items, if any, should be elevated to a priority status.

[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. General and Specialized Law Enforcement and Traffic Services. (File 0250-30)

Recommendation: That the City Council

1. Adopt **Resolution 2022-027** authorizing the City Manager to execute the Agreement for General and Specialized Law Enforcement and Traffic Services between the City of Solana Beach and the County of San Diego for a five-year term beginning July 1, 2022 through June 30, 2027.

[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. Parks and Recreation Commission Appointment. (File 0120-06)

Recommendation: That the City Council

1. Consider the application submitted and make an appointment to one of the two vacancies on the Parks and Recreation Commission with a term ending January 2024.

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

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

WORK PLAN COMMENTS:

Adopted June 23, 2021

COMPENSATION & REIMBURSEMENT DISCLOSURE:

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

COUNCIL COMMITTEE REPORTS: [Council Committees](#)

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

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

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

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

CITIZEN COMMISSION(S)

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

ADJOURN:

Next Regularly Scheduled Meeting is April 13, 2022

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

Or Contact City Hall 858-720-2400

www.cityofsolanabeach.org

AFFIDAVIT OF POSTING

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

I, Angela Ivey, City Clerk of the City of Solana Beach, do hereby certify that this Agenda for the March 23, 2022 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 March 16, 2022 at 5:30 p.m. on the City Bulletin Board at the entrance to the City Council Chambers. Said meeting is held at 6:00 p.m., March 23, 2022, in the Council Chambers, at City Hall, 635 S. Highway 101, Solana Beach, California.

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

CITIZEN CITY COMMISSION AND COMMITTEE MEETINGS:

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

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



CITY OF SOLANA BEACH

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

MINUTES

Joint REGULAR Meeting

Wednesday, January 26, 2022 * 6:00 p.m.

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

This meeting will be conducted in accordance with California Government Code sections 54953(e) and 54954.3 and other applicable law.

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

CITY COUNCILMEMBERS

Lesa Heebner, Mayor

Kelly Harless
Deputy Mayor

David A. Zito
Councilmember
District 1

Jewel Edson
Councilmember
District 3

Kristi Becker
Councilmember

Gregory Wade
City Manager

Johanna Canlas
City Attorney

Angela Ivey
City Clerk

SPEAKERS:

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

READING OF ORDINANCES AND RESOLUTIONS:

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

CALL TO ORDER AND ROLL CALL:

Mayor Heebner called the meeting to order at 6:02 p.m.

- Present: Lesa Heebner, Kelly Harless, David A. Zito, Jewel Edson, Kristi Becker,
- Absent: None
- Also Greg Wade, City Manager
- Present: Johanna Canlas, City Attorney
Angela Ivey, City Clerk
Dan King, Assistant City Manager
Mo Sammak, City Engineer/Public Works Dir.
Ryan Smith, Finance Dir.

FLAG SALUTE:

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

San Elijo Joint Powers Authority (SEJPA)

Mike Thornton, General Manager, presented a PowerPoint (on file) and presented a \$600,000 check to the City from a Proposition 84 IRWM (Integrated Regional Water Management program) Grant administered by the California Department of Water Resources for construction of the Via de la Valle reclaimed water line project.

Al Lau, Santa Fe Irrigation District, said that they had and would continue to be a supporter of big regional recycled water endeavors like this project.

Council and Mr. Thornton discussed that all Recycled Water Projects are joint projects with Santa Fe Irrigation District, potable reuse and desalination for water, and various projects coming through the Federal Infrastructure Bill in the near future.

APPROVAL OF AGENDA:

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

ORAL COMMUNICATIONS: None

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

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COUNCIL COMMUNITY ANNOUNCEMENTS / COMMENTARY:

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

A. CONSENT CALENDAR: (Action Items) (A.1. - A.4.)

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

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

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

A.1. Minutes of the City Council.

Recommendation: That the City Council

1. Approve the Minutes of the December 15, 2021 City Council meeting.

Approved Minutes http://www.ci.solana-beach.ca.us/index.asp?SEC=F0F1200D-21C6-4A88-8AE1-0BC07C1A81A7&Type=B_BASIC

Motion: Moved by Councilmember Edson and second by Deputy Mayor Harless to

approve. **Approved 5/0.** Ayes: Heebner, Harless, Zito, Edson, Becker. Noes: None. Motion carried unanimously.

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

Recommendation: That the City Council

1. Ratify the list of demands for December 18, 2021 – January 07, 2022.

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

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

A.3. General Fund Budget Adjustments for Fiscal Year 2021/2022. (File 0330-30)

Recommendation: That the City Council

1. Receive the report listing changes made to the Fiscal Year 2021/2022 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.

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

A.4. CalRecycle Grant Authorization. (File 0390-34)

Recommendation: That the City Council

1. Approve **Resolution 2022-11** authorizing the submittal of application(s) for all CalRecycle Grant and Payment Programs for which the City is eligible and authorizing the City Manager to execute all documents necessary to secure funds and implement the approved grant or payment project.

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

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

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

B. PUBLIC HEARINGS: (B.1.)

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

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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.

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.

B.1. Public Hearing: 1036 Solana Dr., Applicant: Unitarian Universalist Fellowship of San Dieguito, Case: MOD 21-003. (File 0600-40)

The proposed phasing of the project meets the minimum objective requirements under the SBMC, could be found to be consistent with the General Plan, LCP/LUP and Zoning as conditioned. Therefore, Staff recommends that the City Council:

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, Close the Public Hearing.
2. If the City Council makes the requisite findings and approve the project phasing, adopt **Resolution 2022-009** conditionally approving MOD 21-003 to construct phased improvements to an existing religious facility/campus located at 1036 Solana Drive, Solana Beach.

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

[Item B.1. Updated Report #1 \(added 1-26 at 1pm\)](#)

[Item B.1. Supplemental Docs \(updated 1-26 at 3pm\)](#)

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Greg Wade, City Manager, introduced the item.

Katie Benson, Sr. Planner, presented a PowerPoint (on file)

Mayor Heebner opened the public hearing.

Council disclosures.

Jon Luft, applicant representative, explained the project and the modifications to the CUP from May 2020, scope improvements to several areas of campus, a parking lot expansion and fire truck turnaround, a more permanent shade structure over the existing outdoor amphitheater, an audio-visual kiosk serving the amphitheater, a small outdoor canopy, and various improvements around the site directed mainly towards accessibility. He said that when this modification application was originally made several years ago and subsequently leading up to approval by Council, these various improvements were not proposed, and that the phasing proposal of the work was necessary to prioritize different aspects of the project.

Chris Faller, applicant representative, said that the project site has multiple challenges to meet requirements and manage the terrain and environment as well as being a good neighbor to the surrounding area.

Motion: Moved by Councilmember Zito and second by Councilmember Becker to close

the public hearing. **Approved 5/0.** Ayes: Heebner, Harless, Zito, Edson, Becker. Noes: None. Motion carried unanimously.

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

C. STAFF REPORTS: (C.1. – C.3.)

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

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C.1. 2022 Annual Citizen Commission Appointments. (File 0120-06)

Recommendation: That the City Council

1. Appoint two (2) members to the **Budget and Finance** Commission nominated/appointed by individual Councilmembers (Deputy Mayor Harless and Councilmember Becker) for two-year terms.

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

Motion: Moved by Councilmember Becker and second by Councilmember Zito to appoint Scott Hermes (Becker). **Approved 5/0.** Ayes: Heebner, Harless, Zito, Edson, Becker. Noes: None. Motion carried unanimously.

2. Appoint four (4) members to the **Climate Action** Commission nominated/appointed by *Council-at-large for the following positions:*
 - a. Three (3) *Resident* appointments for two-year terms.
 - b. One (1) *Professional* appointment for member of the environmental and/or scientific community (*resident or non-resident*) for a two-year term.

Jonathon Goodmacher said that he was reapplying and would ask that he and the other two current members be reappointed.

Motion: Moved by Councilmember Zito to appoint Jonathon Goodmacher. Lack of a second. Motion failed.

Motion: Moved by Mayor Heebner and seconded by Councilmember Edson to appoint Lane Sharman, Heather Rock, and Heidi Dewar. Ayes: Heebner, Harless, Edson, Becker. Noes: Zito. Motion carried.

Motion: Moved by Mayor Heebner and seconded by Councilmember Edson to appoint Paul Basore. **Approved 5/0.** Ayes: Heebner, Harless, Zito, Edson, Becker. Noes: None. Motion carried unanimously.

3. Appoint three (3) members to the **Parks and Recreation** Commission nominated/appointed by *Council-at-large* for two-year terms.

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

4. Appoint three (3) members to the **Public Arts** Commission nominated/appointed by *Council-at-large* for two-year terms.

Motion: Moved by Mayor Heebner and second by Councilmember Becker to appoint Shawn Hethcock, Mark Mennie, Sharon Klein. **Approved 5/0.** Ayes: Heebner, Harless, Zito, Edson, Becker. Noes: None. Motion carried unanimously.

5. Appoint four (4) members to the **View Assessment** Commission: two (2) positions for two-year terms by individual members (Deputy Mayor Harless and Councilmember Zito), and two (2) positions for two-year terms (*Council-at-large*).

Motion: Moved by Mayor Heebner and seconded by Councilmember Edson to appoint Linda Najjar (Zito), Robert Zajak (Harless), Pat Coad, and Frank Stribling. **Approved 5/0.** Ayes: Heebner, Harless, Zito, Edson, Becker. Noes: None. Motion carried unanimously.

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

[Item C.1. Updated Report #1 \(added 1-20-22\)](#)

[Item C.1. Updated Report #2 \(added 1-25-22\)](#)

[Item C.1. Supplemental Docs \(updated 1-26-22 at 415pm\)](#)

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. Clean Energy Alliance Update. (File 1010-46)

Recommendation: That the City Council

1. Receive the report on the CEA (Clean Energy Alliance).

[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.

Greg Wade, City Manager, introduced the item.

Barbara Boswell, Clean Energy Alliance, presented a PowerPoint (on file).

Council, Staff, and Ms. Boswell discussed a decrease in the PCIA charge for 2022 which created a 6% savings, that CEA was managing costs well within extreme weather conditions, that CEA has helped expand the use of renewable energy now that SDG&E has stopped their eco choice program, Solana Beach had increased participants in the the 100% renewable energy, that an outreach campaign would generate more enrollments, and that the City of Del Mar had enrolled in the 100% renewable for their municipal accounts and

that the City of Carlsbad was currently offering the 75% carbon-free for their municipal accounts.

Council's and Ms. Boswell's discussion continued regarding meeting resource adequacy requirements, the successful negotiated contracts for the current year, CEA in a position to not encounter issues and if additional cities were added, the assessment report for impact of the City of San Marcos and City of Escondido joining, negotiating with SDG&E for excess or surplus RA was successful for the current year, the PCIA having variable costs since SDG&E sets that rate annually, analysts having been hired to obtain contracts and more data from SDG&E who identified errors that were corrected to benefit customers, and that if there were no exit fees there would be greater savings to customers.

Council, Staff, and Ms. Boswell discussed that the PCIA charge was based upon a 10 yr. contract horizon, SDG&E contracts were made up of long or short-term contracts, the long being 10+ years, the 8-10 yr. mark the rates that would begin to drop and expire without renewals, and that the exit fees should theoretically zero out, over time, and to show more clearly the difference between generation savings versus the total bill.

C.3. Glenmont Drive Pocket Park Project Update. (File 0740-20)

Recommendation: That the City Council

1. Receive this report and provide input and direction on the Glenmont Drive Pocket Park.

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

[Item C.3. Supplemental Docs \(updated 1-26-22 at 415pm\)](#)

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.

Mayor Heebner recused herself because she has property within 500 ft. of the project site.

Greg Wade, City Manager, introduced the item and presented a PowerPoint (on file).

Council and Staff discussed Ms. Morton's letter submitted regarding the concrete drainage structure on the southwest corner of the site that was being considered and more details would occur once the project moved into the final engineering detail and design element, the large buffer of approximately 25 ft. between adjacent properties and the proposed development, getting community engagement, a pollinator garden, the least intense use of the space and maintaining the existing typography, including walking surfaces, landscaped areas, elevations, overlook, street parking along Glenmont Dr. and incorporate low water maintenance plants and vegetation.

Discussion continued regarding asking Santa Fe Irrigation District to paint the west side of the Larrick reservoir or allow an art installation, community outreach and public engagements, a license agreement and a Final Park Plan would be required with Santa Fe Irrigation District, and the current budget of \$10,000 with other costs that may accumulate with the design.

Al Lau, Santa Fe Irrigation District, said that they want to help with making this project a community resource, a vital water facility is located next to the park, that they would prefer the more passive activity in the area to reduce risks to the facility, and that they would engage in more detailed discussion with the City as the concept of the project develops and the license agreement is discussed.

Council and Staff discussed possible opening some of the north side of the property for a fenced-in dog run, that this area was a lease held by Santa Fe Irrigation and that they would be supportive of beautifying the area but would discuss other potential uses, and the efforts of the Seaweeders in this area,

COMPENSATION & REIMBURSEMENT DISCLOSURE: None

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

COUNCIL COMMITTEE REPORTS: [Council Committees](#)

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

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

CITIZEN COMMISSION(S)

ADJOURN:

Mayor Heebner adjourned the meeting at 8:03 p.m.



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: March 23, 2022
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- 02/19/22 through 03/04/22

Check Register-Disbursement Fund (Attachment 1)		\$	1,297,713.84
Net Payroll	February 18, 2022		189,611.56
Federal & State Taxes	February 18, 2022		<u>55,855.11</u>
TOTAL		\$	<u>1,543,180.51</u>

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 February 19, 2022 through March 4, 2022 reflects total expenditures of \$1,543,180.51 from various City sources.

WORK PLAN:

N/A

CITY COUNCIL ACTION: _____

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

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

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Check Register – Disbursement Fund



City of Solana Beach

Register of Demands

2/19/2022 - 3/4/2022

Department Vendor	Description	Date	Check/EFT Number	Amount
100 - GENERAL FUND				
PREFERRED BENEFIT INS ADMIN INC.	DENTAL FEBRUARY 2022	02/25/2022	101385	\$3,075.80
ICMA PLAN 302817	Payroll Run 1 - Warrant M18	03/03/2022	9000438	\$18,942.60
SOLANA BEACH FIREFIGHTERS ASSOC	Payroll Run 1 - Warrant M18	03/03/2022	9000441	\$800.00
LEGAL SHIELD CORP	PPD LEGAL-FEB 22	03/03/2022	101417	\$38.85
AFLAC	AFLAC-FEBRUARY 22	03/03/2022	101402	\$803.86
SAN DIEGO COUNTY SHERIFF'S DEPT.	CR TOW FEE-NOV	03/03/2022	101426	(\$164.13)
DEPARTMENT OF CONSERVATION	SMIP FEES-OCT-DEC 21	02/25/2022	101366	\$822.61
DEPARTMENT OF CONSERVATION	SMIP FEES-JUL-SEP 21	02/25/2022	101366	\$2,905.37
ICMA RHS 801939	Payroll Run 1 - Warrant M18	03/03/2022	9000439	\$4,092.99
SUN LIFE FINANCIAL	JAN 22 LIFE & ADD INS	02/25/2022	9000436	\$1,304.56
SUN LIFE FINANCIAL	JAN 22 SUPP LIFE INS	02/25/2022	9000436	\$261.80
SUN LIFE FINANCIAL	JAN 22 LTD	02/25/2022	9000436	\$1,576.13
ALL CITY MANAGEMENT SERVICES, INC	Crossing Guards - 01/09/22-01/22/22	03/03/2022	9000437	\$6,076.98
ALL CITY MANAGEMENT SERVICES, INC	Crossing Guards - 12/12/21-12/25/21	03/03/2022	9000437	\$6,043.22
BARNARD PIPELINE	RFND-ENC20-0166/402 S RIOS	03/03/2022	101403	\$774.00
BARNARD PIPELINE	RFND-ENC19-0047/208 PACIFIC	03/03/2022	101403	\$755.00
CALPERS	02/18/22 PD (02/28/22 PERS)	02/28/2022	9022822	\$49,702.21
CALPERS	02/10/22 PD (03/03/22 PERS)	03/03/2022	9030322	\$708.47
STERLING HEALTH SERVICES, INC.	M17 MED FSA/DCA CONTRIBUTION	03/03/2022	9000442	\$1,343.75
STERLING HEALTH SERVICES, INC.	M17 MED FSA/DCA CONTRIBUTION	03/03/2022	9000442	\$439.77
STERLING HEALTH SERVICES, INC.	FY21 ROLLOVER	03/03/2022	9000442	\$4,479.62
TOTAL GENERAL FUND				\$104,783.46
1005150 - CITY CLERK				
PITNEY BOWES GLOBAL FINANCIAL SVC	CITY WIDE POSTAGE	02/25/2022	101384	\$1,500.00
ROBERT HALF	FRONT DESK-02/11/22	02/25/2022	101388	\$1,635.45
ROBERT HALF	FRONT DESK COVERAGE-01/07/22	03/03/2022	101424	\$1,487.52
CORODATA RECORDS MANAGEMENT, INC	RECORDS STRG-JAN	03/03/2022	101407	\$449.17
TOTAL CITY CLERK				\$5,072.14
1005200 - CITY MANAGER				
STAPLES CONTRACT & COMMERCIAL	PRINTER INK	02/25/2022	101392	\$106.11
KEYSER MARSTON ASSOCIATES, INC	PROF SVC-DEC	02/25/2022	101375	\$1,320.00
KEYSER MARSTON ASSOCIATES, INC	PROF SVC-NOV	02/25/2022	101375	\$880.00
DRO MANAGEMENT CONSULTANTS, LLC	PROF SVC-07/01/21-12/30/21	02/25/2022	101370	\$4,125.00
TOTAL CITY MANAGER				\$6,431.11
1005250 - LEGAL SERVICES				
BURKE WILLIAMS & SORENSEN	96-0038/PROF SVC	03/03/2022	101404	\$1,058.00
BURKE WILLIAMS & SORENSEN	RETAIN-DEC	03/03/2022	101404	\$11,250.00
BURKE WILLIAMS & SORENSEN	96-0001/PROF SVC	03/03/2022	101404	\$5,240.00
BURKE WILLIAMS & SORENSEN	96-0001.003/PROF SVC	03/03/2022	101404	\$980.00
BURKE WILLIAMS & SORENSEN	96-0002/PROF SVC	03/03/2022	101404	\$368.00
BURKE WILLIAMS & SORENSEN	96-0006/PROF SVC	03/03/2022	101404	\$1,288.00
BURKE WILLIAMS & SORENSEN	96-0019/PROF SVC	03/03/2022	101404	\$20.00

BURKE WILLIAMS & SORENSEN	96-0033/PROF SVC/COVID-19	03/03/2022	101404	\$540.00
TOTAL LEGAL SERVICES				\$20,744.00
1005300 - FINANCE				
HDL-HINDERLITER, DE LLAMAS & ASSOC	Q3 FY/CY 21 STAX CONTRACT/AUDIT	03/03/2022	101412	\$7,250.05
STAPLES CONTRACT & COMMERCIAL	DESKTOP ORGANIZING SUPPLIES/TONER	03/03/2022	101427	\$120.52
STAPLES CONTRACT & COMMERCIAL	REFUND-TONER	03/03/2022	101427	(\$80.80)
STAPLES CONTRACT & COMMERCIAL	TONER	03/03/2022	101427	\$165.91
STAPLES CONTRACT & COMMERCIAL	TONER	03/03/2022	101427	\$43.66
STAPLES CONTRACT & COMMERCIAL	TONER	03/03/2022	101427	\$191.56
STAPLES CONTRACT & COMMERCIAL	DESKTOP ORGANIZING SUPPLIES	03/03/2022	101427	\$17.39
LANCE,SOLL & LUNGHARD, LLP	FY22 AUDIT SVC	03/03/2022	101415	\$1,939.80
XEROX CORPORATION	XEROX-CLERK-JAN	03/03/2022	101431	\$64.26
TOTAL FINANCE				\$9,712.35
1005350 - SUPPORT SERVICES				
STAPLES CONTRACT & COMMERCIAL	SOAP	03/03/2022	101427	\$29.62
XEROX CORPORATION	XEROX-UPSTAIRS-JAN	03/03/2022	101431	\$22.46
XEROX CORPORATION	XEROX-UPSTAIRS-JAN	03/03/2022	101431	\$298.25
XEROX CORPORATION	XEROX-CLERK-JAN	03/03/2022	101431	\$271.68
XEROX CORPORATION	XEROX-PLANNING-JAN	03/03/2022	101431	\$83.59
XEROX CORPORATION	XEROX-PLANNING-JAN	03/03/2022	101431	\$546.78
XEROX CORPORATION	XEROX-FIERY-PLN-JAN	03/03/2022	101431	\$132.61
XEROX CORPORATION	XEROX-FIERY-UPSTAIRS-JAN	03/03/2022	101431	\$132.61
XEROX CORPORATION	XEROX-FIERY-CLRK-JAN	03/03/2022	101431	\$122.84
JENNIFER REED	ADMIN SERVICES-JAN	02/25/2022	9000435	\$178.75
TOTAL SUPPORT SERVICES				\$1,819.19
1005400 - HUMAN RESOURCES				
EMPLOYMENT DEVELOPMENT	SUI PE 12/31/21	03/03/2022	101411	\$1,842.00
NEOGOV, INC	FY22 INSIGHT SUBSCRIPTION	02/25/2022	101383	\$4,970.32
NEOGOV, INC	FY22 ONBOARD SUBSCRIPTION	02/25/2022	101383	\$10,430.11
NICOLE FORTIER	N FORTIER-FINGERPRINT	03/03/2022	101420	\$52.00
TOTAL HUMAN RESOURCES				\$17,294.43
1005450 - INFORMATION SERVICES				
SALIENT NETWORKS (FKA DIAL-PRO)	FY22 PHONE/VM/FAX MAINT-OCT	02/25/2022	101389	\$341.25
SALIENT NETWORKS (FKA DIAL-PRO)	FY22 PHONE/VM/FAX MAINT-SEP	02/25/2022	101389	\$281.25
SALIENT NETWORKS (FKA DIAL-PRO)	FY22 PHNE/VM/FAX MAINT	03/03/2022	101425	\$300.37
VERIZON WIRELESS-SD	670601022-1-12/24-01/23/22	02/25/2022	101397	\$152.04
MANAGED SOLUTION	PROF SVC-FEB	02/25/2022	101378	\$850.00
MANAGED SOLUTION	PROF SVC-FEB	02/25/2022	101378	\$1,662.40
MANAGED SOLUTION	PROF SVC-JAN	02/25/2022	101378	\$925.00
FISHER INTEGRATED, INC.	WEB SERVICE-JAN	02/25/2022	101373	\$800.00
ZOOM VIDEO COMMUNICATIONS INC	ZOOM-01/13-03/18/22	02/25/2022	101399	\$35.60
ZOOM VIDEO COMMUNICATIONS INC	ZOOM-01/13-03/18/22	02/25/2022	101400	\$10.68
ZOOM VIDEO COMMUNICATIONS INC	ZOOM 01/13-03/18/22	02/25/2022	101401	\$122.88
OPEN TEXT INC	CONTRACT RENEWAL/GSA-47QTCA19DOO7R	03/03/2022	101422	\$2,050.67
TOTAL INFORMATION SERVICES				\$7,532.14
1005550 - PLANNING				
UT SAN DIEGO - NRTH COUNTY	PUB HRNG-DRP 1719.03	03/03/2022	101429	\$350.20
UT SAN DIEGO - NRTH COUNTY	PUB HRNG-DRP MOD 20-002-DRP/SDP/VTM	03/03/2022	101429	\$379.23
UT SAN DIEGO - NRTH COUNTY	PUB HRNG-CUP20-004	03/03/2022	101429	\$311.16

UT SAN DIEGO - NRTH COUNTY	PUB HRNG-DRP20-016/SDP20-022	03/03/2022	101429	\$442.24
COUNTY OF SAN DIEGO	MAP FEE 1/13 & 1/27	03/03/2022	101408	\$6.00
TOTAL PLANNING				\$1,488.83
1005560 - BUILDING SERVICES				
ESGIL CORPORATION	BUILDING PERMIT-NOV 21	02/25/2022	101372	\$17,821.94
TOTAL BUILDING SERVICES				\$17,821.94
1005590 - PARKING ENFORCEMENT				
DATATICKET INC.	PARKING TICKET ADMIN-JAN	03/03/2022	101409	\$514.41
SUN GRAPHICS INC	CORRECTIONS NOTICES	02/25/2022	101393	\$311.40
VERIZON WIRELESS-SD	442224168-1-08/24-09/23/21	02/25/2022	101397	\$141.39
VERIZON WIRELESS-SD	442224168-1-12/24-01/23/22	02/25/2022	101397	\$141.23
TOTAL PARKING ENFORCEMENT				\$1,108.43
1006110 - LAW ENFORCEMENT				
SAN DIEGO COUNTY SHERIFF'S DEPT.	CR TOW FEE-NOV	03/03/2022	101426	(\$3,895.73)
SAN DIEGO COUNTY SHERIFF'S DEPT.	LAW ENFORCEMENT-NOV	03/03/2022	101426	\$391,125.34
TOTAL LAW ENFORCEMENT				\$387,229.61
1006120 - FIRE DEPARTMENT				
NAPA AUTO PARTS INC	WIPER BLADES	02/25/2022	101382	\$38.77
CULLIGAN OF SAN DIEGO	DRINKING WATER-FEB	02/25/2022	101365	\$91.60
COMPRESSED AIR SPECIALTIES INC	AIR COMPRESSOR MAINT	03/03/2022	101406	\$446.73
DRIVE AUTO CARE	F-250-MIRROR MOTOR/OIL CHANGE/CNTR CONSOL CABLE	03/03/2022	101410	\$536.91
VERIZON WIRELESS-SD	962428212-1-12/29-01/28/22	02/25/2022	101397	\$567.09
CITY OF ENCINITAS	FY22 FIRE MGMNT-Q1&Q2	02/25/2022	101362	\$168,495.00
REGIONAL COMMS SYS, MS 056 - RCS	CAP CODE-JAN	03/03/2022	101423	\$32.50
WEX BANK	AUTO FUEL- DEC	02/25/2022	101398	\$1,316.21
WEX BANK	CR EXCEMPT TAX- DEC	02/25/2022	101398	(\$67.53)
WEX BANK	AUTO FUEL-JUN 21	02/25/2022	101398	\$1,264.75
WEX BANK	CR EXEMPT TAX-JUN 21	02/25/2022	101398	(\$72.59)
WEX BANK	AUTO FUEL-JAN	03/03/2022	101430	\$1,637.75
WEX BANK	CR EXEMPT TAX-JAN	03/03/2022	101430	(\$80.84)
WEX BANK	FINANCE CHARGE-JAN	03/03/2022	101430	\$117.85
JOHNSON CONTROLS FIRE PROTECTION LP	ANNUAL EXTINGUISHER INSPECTION	02/25/2022	101374	\$446.66
L. N. CURTIS & SONS INC	AZORP KIT ARIZONA VORTEX	03/03/2022	101419	\$570.65
L. N. CURTIS & SONS INC	BOOTS-STYERS	03/03/2022	101419	\$499.18
LAWNMOWERS PLUS	FAN HSNG W-STR ES	03/03/2022	101416	\$139.53
LAWNMOWERS PLUS	AIR FILTER/ V BELT	03/03/2022	101416	\$69.47
LAWNMOWERS PLUS	V BELT/AIR FILTER	03/03/2022	101416	\$84.55
TOTAL FIRE DEPARTMENT				\$176,134.24
1006170 - MARINE SAFETY				
CAMEO PAPER & JANITORIAL SUPPLY INC	TISSUE/TOWELS	03/03/2022	101405	\$132.05
VERIZON WIRELESS-SD	962428212-1-12/29-01/28/22	02/25/2022	101397	\$152.04
KAENON, LLC	SUNGLASSES-MCPHEE/PENNELL	03/03/2022	101414	\$150.26
SUNBELT RENTALS, INC.	FORKLIFT-09/22/21	02/25/2022	101394	\$1,061.17
TOTAL MARINE SAFETY				\$1,495.52
1006510 - ENGINEERING				
VERIZON WIRELESS-SD	362455526-1-01/02-02/01/22	02/25/2022	101397	\$18.22
DEPARTMENT OF CONSUMER AFFAIRS	FORTIER-RNWL-ENG	02/25/2022	101367	\$180.00
TOTAL ENGINEERING				\$198.22
1006520 - ENVIRONMENTAL SERVICES				

MISSION LINEN & UNIFORM INC	LAUNDRY-PW	02/25/2022	101380	\$13.62
MISSION LINEN & UNIFORM INC	LAUNDRY-PW	02/25/2022	101380	\$13.62
MISSION LINEN & UNIFORM INC	LAUNDRY-PW	02/25/2022	101380	\$13.62
AFFORDABLE PIPELINE SERVICES INC	O-SEWER/STORM DRAIN MAINT	02/25/2022	101357	\$1,140.00
MIKHAIL OGAWA ENGINEERING	STORM PRK MGMNT-JAN	02/25/2022	101379	\$11,642.27
VERIZON WIRELESS-SD	362455526-1-01/02-02/01/22	02/25/2022	101397	\$18.22
CLEAN EARTH ENVIROMENTAL SOLUTIONS	HHW-JAN	02/25/2022	101363	\$1,136.98

TOTAL ENVIRONMENTAL SERVICES**\$13,978.33****1006530 - STREET MAINTENANCE**

MISSION LINEN & UNIFORM INC	LAUNDRY-PW	02/25/2022	101380	\$23.35
MISSION LINEN & UNIFORM INC	LAUNDRY-PW	02/25/2022	101380	\$23.35
MISSION LINEN & UNIFORM INC	LAUNDRY-PW	02/25/2022	101380	\$23.35
DIXIELINE LUMBER CO INC	SCREWS	02/25/2022	101369	\$9.69
DIXIELINE LUMBER CO INC	EPOXY TIE SET	02/25/2022	101369	\$160.01
DIXIELINE LUMBER CO INC	DUCK TAPE/CONCRETE MIX	02/25/2022	101369	\$20.75
VERIZON WIRELESS-SD	362455526-1-01/02-02/01/22	02/25/2022	101397	\$18.22
VERIZON WIRELESS-SD	362455526-1-01/02-02/01/22	02/25/2022	101397	\$186.00
BILL SMITH FOREIGN CAR SERVICE INC	COLORADO-OIL CHANGE	02/25/2022	101358	\$53.95

TOTAL STREET MAINTENANCE**\$518.67****1006540 - TRAFFIC SAFETY**

DEPARTMENT OF TRANSPORTATION	COST SHARE AGMT - I-5 TRAFFIC SIGNALS-DEC	02/25/2022	101368	\$464.58
DEPARTMENT OF TRANSPORTATION	COST SHARE AGMT - I-5 TRAFFIC SIGNALS-DEC	02/25/2022	101368	\$882.86
VERIZON WIRELESS-SD	362455526-1-01/02-02/01/22	02/25/2022	101397	\$13.02
ALL CITY MANAGEMENT SERVICES, INC	Crossing Guards - 01/09/22-01/22/22	03/03/2022	9000437	\$3,272.22
ALL CITY MANAGEMENT SERVICES, INC	Crossing Guards - 12/12/21-12/25/21	03/03/2022	9000437	\$3,254.04
SIEMENS MOBILITY, INC.	TRAFFIC SIGNAL AND SAFETY LIGHT MAINT/REPAIR-DEC	02/25/2022	101390	\$966.60
SIEMENS MOBILITY, INC.	TRAFFIC SIGNAL AND SAFETY LIGHT MAINT/REPAIR-JAN	02/25/2022	101390	\$189.80
SIEMENS MOBILITY, INC.	TRAFFIC SIGNAL AND SAFETY LIGHT MAINT/REPAIR-JAN	02/25/2022	101390	\$1,120.00
SIEMENS MOBILITY, INC.	TRAFFIC SIGNAL AND SAFETY LIGHT MAINT/REPAIR-DEC	02/25/2022	101390	\$1,120.00
SIEMENS MOBILITY, INC.	TRAFFIC SIGNAL AND SAFETY LIGHT MAINT/REPAIR-NOV	02/25/2022	101390	\$1,120.00
SIEMENS MOBILITY, INC.	TRAFFIC SIGNAL AND SAFETY LIGHT MAINT/REPAIR-NOV	02/25/2022	101390	\$700.65

TOTAL TRAFFIC SAFETY**\$13,103.77****1006550 - STREET CLEANING**

PRIDE INDUSTRIES	TRASH ABATEMENT SERVICES-JAN	02/25/2022	101386	\$463.08
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TOTAL STREET CLEANING**\$463.08****1006560 - PARK MAINTENANCE**

MISSION LINEN & UNIFORM INC	LAUNDRY-PW	02/25/2022	101380	\$16.54
MISSION LINEN & UNIFORM INC	LAUNDRY-PW	02/25/2022	101380	\$16.54
MISSION LINEN & UNIFORM INC	LAUNDRY-PW	02/25/2022	101380	\$16.54
NAPA AUTO PARTS INC	LITHIUM BATTERY	02/25/2022	101382	\$8.07
VERIZON WIRELESS-SD	362455526-1-01/02-02/01/22	02/25/2022	101397	\$26.03

TOTAL PARK MAINTENANCE**\$83.72****1006570 - PUBLIC FACILITIES**

DIXIELINE LUMBER CO INC	CEMENT	02/25/2022	101369	\$6.10
DIXIELINE LUMBER CO INC	SOCKET/SCREWS/LOCK NUT/CORNER BRACE	02/25/2022	101369	\$10.24
DIXIELINE LUMBER CO INC	VELCRO	02/25/2022	101369	\$9.49

DIXIELINE LUMBER CO INC	CORNER BRACE/SOCKET	02/25/2022	101369	\$27.56
DIXIELINE LUMBER CO INC	SOAP/LOTION DISPENSER	02/25/2022	101369	\$90.55
CONSOLIDATED ELECTRICAL DIST INC	BALLAST	02/25/2022	101364	\$64.65
24 HOUR ELEVATOR, INC	MAINTENANCE-FEB	02/25/2022	101354	\$176.40
24 HOUR ELEVATOR, INC	REFUND-TRANSPORTATION FEE	02/25/2022	101354	(\$17.00)
CINTAS CORPORATION NO. 2	FIRST AID SUPPLIES-PW	02/25/2022	101361	\$55.95
TYCO FIRE & SECURITY MANAGMENT	FIRE EXTINGUISHER INSPCTION	03/03/2022	101413	\$446.66
THE HOME DEPOT PRO	LINERS/CLOROX/SPONGES	02/25/2022	101395	\$275.05
STANDARD PLUMBING SUPPLY COMPANY	DRAIN CLEANER	02/25/2022	101391	\$48.90
CALIFORNIA OFFICE CLEANING, INC	JANITORIAL/CUSTODIAL SVC-JAN	02/25/2022	101359	\$7,150.00
CALIFORNIA OFFICE CLEANING, INC	JANITORIAL/CUSTODIAL SVC-JAN	02/25/2022	101359	\$150.00
READY REFRESH BY NESTLE	DRINKING WATER-CH-JAN	02/25/2022	101387	\$213.49
READY REFRESH BY NESTLE	DRINKING WATER-PW-JAN	02/25/2022	101387	\$31.82
READY REFRESH BY NESTLE	DRINKING WATER -LC-JAN	02/25/2022	101387	\$47.95
PRIDE INDUSTRIES	TRASH ABATEMENT SERVICES-JAN	02/25/2022	101386	\$463.09
TOTAL PUBLIC FACILITIES				\$9,250.90
1007100 - COMMUNITY SERVICES				
ELIZABETH MARUCHEAN	REIMB-TREE LIGHT SUPPLIES	02/25/2022	101371	\$77.85
TOTAL COMMUNITY SERVICES				\$77.85
1007110 - GF-RECREATION				
ABLE PATROL & GUARD, INC	FCCC SECURITY-01/22/22	02/25/2022	101355	\$150.00
ABLE PATROL & GUARD, INC	FCCC-01/02/22 & 01/08/22	02/25/2022	101355	\$275.00
TOTAL GF-RECREATION				\$425.00
1355200 - ASSET REPLACEMENT-CTY MNGR				
OFFICE DEPOT INC	SCANNER-MUNIS	03/03/2022	101421	\$1,670.11
TYLER TECHNOLOGIES, INC.	50/50 WORK SPLIT	03/03/2022	101428	\$1,124.68
TYLER TECHNOLOGIES, INC.	50/50 WORK SPLIT	03/03/2022	101428	\$449.87
TYLER TECHNOLOGIES, INC.	50/50 WORK SPLIT	03/03/2022	101428	\$1,799.49
TYLER TECHNOLOGIES, INC.	IMPLMNTN-50/50 WORK SPLIT	03/03/2022	101428	\$1,764.68
TOTAL ASSET REPLACEMENT-CTY MNGR				\$6,808.83
1355300 - ASSET REPLACEMENT-FINANCE				
TYLER TECHNOLOGIES, INC.	50/50 WORK SPLIT	03/03/2022	101428	\$2,375.32
TYLER TECHNOLOGIES, INC.	50/50 WORK SPLIT	03/03/2022	101428	\$950.13
TYLER TECHNOLOGIES, INC.	50/50 WORK SPLIT	03/03/2022	101428	\$3,800.51
TYLER TECHNOLOGIES, INC.	IMPLMNTN-50/50 WORK SPLIT	03/03/2022	101428	\$3,015.32
TOTAL ASSET REPLACEMENT-FINANCE				\$10,141.28
2117600 - STREET LIGHTING DISTRICT				
VERIZON WIRELESS-SD	362455526-1-01/02-02/01/22	02/25/2022	101397	\$5.21
SIEMENS MOBILITY, INC.	STREETLIGHT MAINTENANCE/REPAIR SVC-NOV	02/25/2022	101390	\$149.00
SIEMENS MOBILITY, INC.	STREETLIGHT MAINTENANCE/REPAIR SVC-DEC	02/25/2022	101390	\$2,283.30
SIEMENS MOBILITY, INC.	STREETLIGHT MAINTENANCE/REPAIR SVC-JAN	02/25/2022	101390	\$1,060.00
SIEMENS MOBILITY, INC.	STREETLIGHT MAINTENANCE/REPAIR SVC-DEC	02/25/2022	101390	\$223.50
TOTAL STREET LIGHTING DISTRICT				\$3,721.01
2196110 - COPS PROGRAM				
SAN DIEGO COUNTY SHERIFF'S DEPT.	LAW ENFORCEMENT-NOV	03/03/2022	101426	\$12,000.00
TOTAL COPS PROGRAM				\$12,000.00
2286510 - TRANSNET EXTENSION-CIP				
MW PELTZ + ASSOCIATES INC	SANTA HELENA NBRHD TRAIL FINAL DESIGN	02/25/2022	101381	\$3,220.00
CHEN RYAN ASSOCIATES	9538 SAFE RT SCH-JAN	02/25/2022	101360	\$5,123.97
TOTAL TRANSNET EXTENSION-CIP				\$8,343.97

2466510 - PER CAPITA GRANT FUND-CIP

CHEN RYAN ASSOCIATES	9538 SAFE RT SCH-JAN	02/25/2022	101360	\$15,371.90
TOTAL PER CAPITA GRANT FUND-CIP				\$15,371.90

2505570 - COASTAL BUSINESS/VISITORS

ACTION BOUNCE COMPANY	EGG HUNT-1 FUN JUMPS	02/25/2022	101356	\$438.00
LINDA M SINNACHCHARIGE	FACE PAINT-EGG HUNT-04/16/22	03/03/2022	101418	\$350.00
TOTAL COASTAL BUSINESS/VISITORS				\$788.00

2706120 - PUBLIC SAFETY- FIRE

VERIZON WIRELESS-SD	962428212-1-12/29-01/28/22	02/25/2022	101397	\$114.03
ARNOLD A LEWIN	2021 SOLANA BEACH CERT PROGRAM	02/25/2022	101376	\$1,505.00
L. N. CURTIS & SONS INC	VORTEX TRIPOD KIT	02/25/2022	101377	\$4,726.25
TOTAL PUBLIC SAFETY- FIRE				\$6,345.28

5097700 - SANITATION

MISSION LINEN & UNIFORM INC	LAUNDRY-PW	02/25/2022	101380	\$9.73
MISSION LINEN & UNIFORM INC	LAUNDRY-PW	02/25/2022	101380	\$9.73
MISSION LINEN & UNIFORM INC	LAUNDRY-PW	02/25/2022	101380	\$9.73
AFFORDABLE PIPELINE SERVICES INC	E-SEWER CLEANING-10,003	02/25/2022	101357	\$5,001.50
AFFORDABLE PIPELINE SERVICES INC	C-SEWER CLEANING-45,335	02/25/2022	101357	\$22,667.50
AFFORDABLE PIPELINE SERVICES INC	N-SEWER CLEANING	02/25/2022	101357	\$1,100.00
AFFORDABLE PIPELINE SERVICES INC	I-SEWER CLEANING	02/25/2022	101357	\$425.00
AFFORDABLE PIPELINE SERVICES INC	I-SEWER CLEANING	02/25/2022	101357	\$425.00
AFFORDABLE PIPELINE SERVICES INC	I-SEWER CLEANING	02/25/2022	101357	\$500.00
LANCE,SOLL & LUNGHARD, LLP	FY22 AUDIT SVC	03/03/2022	101415	\$1,354.20
VERIZON WIRELESS-SD	362455526-1-01/02-02/01/22	02/25/2022	101397	\$5.21
US BANK	2017 SEPJA PRINCIPLE/INTEREST 03/01	02/23/2022	54465	\$104,003.13
US BANK	2017 SEPJA PRINCIPLE/INTEREST 03/01	02/23/2022	54465	\$300,000.00
US BANK	2017 SEPJA PRINCIPLE/INTEREST 03/01	02/23/2022	54465	(\$0.09)
TOTAL SANITATION				\$435,510.64

5507750 - SOLANA ENERGY ALLIANCE

LANCE,SOLL & LUNGHARD, LLP	FY22 AUDIT SVC	03/03/2022	101415	\$109.80
BAYSHORE CONSULTING GROUP, INC	CCA PROF SVC-JAN	02/25/2022	9000434	\$300.00
TOSDAL APC	SEA PROF SVC-JAN	02/25/2022	101396	\$1,190.00
TOTAL SOLANA ENERGY ALLIANCE				\$1,599.80

6527810 - SUCCESSOR AGENCY

LANCE,SOLL & LUNGHARD, LLP	FY22 AUDIT SVC	03/03/2022	101415	\$256.20
BURKE WILLIAMS & SORENSEN	97-0003/PROF SVC	03/03/2022	101404	\$60.00
TOTAL SUCCESSOR AGENCY				\$316.20

REPORT TOTAL:**\$1,297,713.84**



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: March 23, 2022
ORIGINATING DEPT: Finance
SUBJECT: Report on Changes Made to the General Fund Adopted Budget for Fiscal Year 2021-22

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 March 9, 2022.

DISCUSSION:

The following table on the next page reports the revenue, expenditures, and transfers for 1) the Adopted General Fund Budget approved by Council on June 23, 2021 (Resolution 2021-092) and 2) any resolutions passed by Council that amended the Adopted General Fund Budget.

GENERAL FUND - ADOPTED BUDGET PLUS CHANGES As of March 09, 2022
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General Fund Operations

Action	Description	Revenues	Expenditures	Transfers from GF	Net Surplus
Reso 2021-092	Adopted Budget	22,694,100	(20,222,560)	(916,100) (1)/(2)	\$ 1,555,440
Reso 2021-086	Crossing Guards	121,540	(48,984)	-	1,627,996
Reso 2021-096	FY22 MOU	-	(950)	-	1,627,046
Reso 2021-103	Landscaping Maintenance Services	-	(40,000)	-	1,587,046
Reso 2021-125	Street Maintenance and Repairs Project	-	-	(200,000) (2)	1,387,046
Reso 2022-019	Street Maintenance and Repairs Project	-	-	(17,500) (2)	1,369,546
Reso 2022-017	La Colonia Master Plan Update	-	-	(32,140) (2)	1,337,406
Reso 2022-025	FY22 Mid-Year Budget Update	365,000	(358,000)	-	1,344,406
	(1) Transfers to:		150,100		
	Debt Service for Public Facilities			150,100	
	(2) Transfer to:		1,015,640		
	City CIP Fund			1,015,640	

General Fund Unreserved Balance

Action	Description	Revenues	Expenditures	Transfers from GF	Net
Reso 2021-124	FY21 Surplus- PARS Contribution	-	(455,000)	-	(455,000)

COUNCIL ACTION:

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA

FISCAL IMPACT:

N/A

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 2021-2022 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: March 23, 2022
ORIGINATING DEPT: Community Development Department
SUBJECT: **City Council Consideration of Resolution No. 2022-020 Approving the Housing Element Annual Progress Report and Housing Successor Annual Report for Fiscal Year 2020/21 and Directing Submittal to the California Department of Housing and Community Development and the Governor’s Office of Planning and Research**

BACKGROUND:

Government Code¹ Section 65400 requires that each city and county planning agency prepare an annual progress report (APR) on the status of the Housing Element of its General Plan and report on the progress of the implementation of the policies in the Housing Element, using the forms and definitions adopted by the California Department of Housing and Community Development (HCD). A required part of the report is the Housing Successor Annual Report (Housing Successor Report).

The item before Council is to consider adoption of Resolution 2022-020 (Attachment 1) ratifying the Housing Element APR (Attachment 2) and Housing Successor Annual Report for Fiscal Year (FY) 2020/21 (Attachment 3) pursuant to California Health and Safety Code Section 34176.1(f). If approved, Staff will submit the final reports to HCD and the Governor’s Office of Planning and Research.

DISCUSSION:

The Housing Element is an important planning policy document. It is used to identify the projected housing needs of the community and establishes policies to support the further development of all types of housing, including affordable housing, within the City.

¹ All references are to the California Government Code unless specified otherwise.

COUNCIL ACTION:

All California municipalities are required 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 HCD.

The City Council adopted the City of Solana Beach Housing Element 2021-2029 and Negative Declaration by Resolution 2021-041 on April 14, 2021. The document was then submitted to HCD for certification. HCD's certification of the City's Housing Element is pending.

This progress report spans from January 1, 2021 through December 31, 2021 and includes statistics on the production of all housing types, including affordable housing, during the sixth cycle of the Regional Housing Needs Assessment (RHNA) for the San Diego Association of Governments (SANDAG), which began on April 15, 2021 and ends on April 15, 2029. The 2021 Housing Element APR (Attachment 2) contains the information required by state law. The data included in the APR is further described below.

Table A - Housing Development Applications Submitted

As part of the new reporting requirements, cities are required to provide data on housing developments for which an application was submitted (and deemed complete) between January 1, 2021 and December 31, 2021. Housing development applications include an application for a discretionary entitlement, which results in a newly constructed housing unit, or a building permit application when only a ministerial process is required. Only newly constructed housing units are reported. For example, an application for an addition to an existing residence would not be counted; however, an application for a demolition and replacement of a residential structure would be counted. Furthermore, only applications which were "deemed complete" in 2021 were included. Attachment 2, Table A, includes all housing applications deemed complete in 2021, the number of proposed units by affordability level, and the number of units that have been approved by affordability level. In 2021, 22 housing development applications were deemed complete for a combined total of 25 units.

Table A-2 - Annual Building Activity Report Summary

Another new reporting requirement includes the requirement for data on net new housing units and developments that have received any one of the following: an entitlement, a building permit or a certificate of occupancy. The data is included in Attachment 2, Table A2. Only developments that resulted in net new housing units are included in Table A2. For example, an application that included the demolition and replacement of a residential structure would not be counted in this table; however, a new housing application proposed on a vacant lot would be counted.

It is expected that the same projects will be reported in multiple years of APRs. For example, a project will be listed in three separate APRs if it is entitled in one year, receives a building permit next year, and the certificate of occupancy in the following year.

In 2021, 3 development projects that result in net new housing units received entitlements, for a combined total of 3 net new units; 23 development projects received

building permits for a combined total of 51 net new units; and 9 development projects were finalized for a combined total of 10 net new units.

Table B - Regional Housing Needs Assessment (RHNA) Progress Report

On July 10, 2020, SANDAG adopted the RHNA allocations for each jurisdiction within the region for an 8-year cycle, beginning on April 15, 2021 and ending April 15, 2029. The RHNA allocation for all income categories for the City of Solana Beach is 875 units over this 8-year projection period.

Attachment 2, Table B identifies the number of net new dwelling units that were issued building permits from January 1, 2021 through December 31, 2021, based on income category.

As of December 31, 2021, a net total of 51 housing units were issued building permits, leaving a remainder of 824 units in the total RHNA allocation of 875 units for all income types. Of those 51 housing units, 51 were permitted during the 2021 reporting period. A breakdown of the housing units by year is depicted in Attachment 2, Table B.

For the current RHNA cycle, the number of permitted housing units by affordable category is as follows:

- The City's total RHNA allocation for above moderate income units is 240 and 31 units in this category have been permitted.
- The total RHNA allocation for moderate income units is 160 and 20 moderate income units, which are Accessory Dwelling Units, have been permitted.
- The total RHNA allocation for low income units is 159 and 0 units have been permitted.
- The total RHNA allocation for very low income units is 316 and 0 units have been permitted.

Table C – Sites Identified or Rezoned to Accommodate Shortfall Housing Need

Attachment 2, Table C is used to report rezoned or identified sites required by no net loss pursuant to Government Code Section 65863. When a city permits or causes its housing element sites inventory site capacity to be insufficient to meet its remaining unmet RHNA, they are required to identify additional sites to meet the RHNA or if needed, rezone sites to accommodate the unmet RHNA. There were no development projects approved in 2021 that resulted in the City's inability to meet its unmet RHNA; therefore, these reporting requirements do not apply to the City and were left unreported.

Table D – Housing Element Cycle and Implementation Progress Report

Attachment 2, Table D provides an itemized status report on the 2021-2029 Housing Element Implementation for 33 programs, which were adopted with the City's Housing Element. These programs establish the policies of the City Council to encourage the construction of new affordable housing in Solana Beach, additional affordable housing opportunities using existing housing, and new housing in all income categories as identified in the RHNA and the Housing Element itself.

Information on other City regulations, which serve to facilitate affordable housing in the community, is located at the public counter in City Hall. This includes information on the City's density bonus and the City's Affordable Housing and Accessory Dwelling Unit Ordinances.

Table E – Commercial Development Bonus

Attachment 2, Table E is used to report information on commercial development bonuses approved during the reporting period. When an applicant for approval of a commercial development has entered into an agreement for partnered housing to contribute affordable housing through a joint project or two separate projects encompassing affordable housing, the city, county, or city and county shall grant to the commercial developer a development bonus as prescribed in Government Code Section 65915.7. No commercial development bonuses were requested or approved; therefore, these reporting requirements do not apply and were left unreported.

Housing Successor Annual Report

Senate Bill 341 (SB 341), which is codified in Health and Safety Code Section 34176.1 (Section 34176.1) and became effective on January 1, 2014, requires each housing successor that assumed the housing functions of a former redevelopment agency to post a report on its website that contains information regarding the low- and moderate-income housing asset fund (Fund) of the former redevelopment agency for the previous fiscal year. In this case, the City, as the housing successor (Housing Successor), is required to prepare and post the report.

In addition, the Housing Successor is required to conduct and provide to the Council an independent financial audit (Audit) of the Fund within six months of the end of the fiscal year. The Audit may be included as part of the City's independent financial audit.

The Housing Successor assumed the housing functions of the former Solana Beach Redevelopment Agency (RDA) on January 11, 2012. The transfer of the functions included the transfer of formerly designated RDA low- and moderate-income housing funds together with any funds generated by former RDA housing assets. The funds must be maintained by the City in the separate Fund and expended in accordance with Section 34176.1. Allowable expenditures include the development of affordable housing, monitoring and preservation of housing subject to affordability restrictions and covenants, and homelessness prevention and rapid rehousing services for homeless individuals.

To ensure that the monies in the Fund are expended in accordance with the law, Section 34176.1(f) requires an independent financial audit of the Fund within six months of the end of the fiscal year. The Fund has maintained a zero balance for the entirety of the fiscal year. As a result, no audit report was prepared for the fiscal year.

SB 341 also requires annual reporting and website posting of a Housing Successor Report for the fiscal year related to the Fund. The Housing Successor Report for FY 2020/21 includes the following information:

- The Fund's balance for the fiscal year ending June 30, 2020 was \$0 and there was no financial activity for the fiscal year ending June 30, 2021 resulting in a \$0 fund balance for fiscal year ending June 30, 2021.
- The statutory value of assets owned by the Housing Successor was \$0.
- The Fund does not have an "excess surplus" (the aggregate of unencumbered funds deposited into the Fund during the preceding four fiscal years).

After City Council approval, the Housing Successor Report (Attachment 3) will be posted on the City's website and submitted to HCD.

In conclusion, Staff recommends that the Council consider approval of Resolution 2022-020 as contained in Attachment 1. Should the Council approve and adopt Resolution 2022-020, it is further recommended that the Council direct City Staff to submit the 2021 Housing Element APR and the 2020/21 Housing Successor Annual Report to HCD as required by state law.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

N/A

WORK PLAN:

Community Character – Land Use & Planning – Housing Element

OPTIONS:

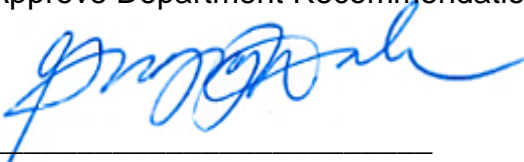
- Approve Staff's recommendation to adopt the 2021 Annual Housing Element Progress Report and the 2020/21 Housing Successor Annual Report and adopt Resolution 2022-020 directing that the reports be submitted to HCD and the Governor's Office of Planning and Research.
- Approve the reports with modifications and adopt Resolution 2022-020 directing Staff to submit the report to HCD and the Governor's Office of Planning and Research.
- Provide other direction to Staff.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2022-020 approving the 2021 Housing Element Annual Progress Report and the 2020/21 Housing Successor Annual Report as submitted and directing City Staff to file the report with the California Department of Housing and Community Development and the Governor's Office of Planning and Research.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager

Attachments:

1. Resolution 2022-020
2. 2021 Annual Housing Element Progress Report
3. 2020/21 Housing Successor Annual Report

RESOLUTION 2022-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING THE 2021 HOUSING ELEMENT PROGRESS REPORT AND THE HOUSING SUCCESSOR ANNUAL REPORT FOR FISCAL YEAR 2020/21 AND DIRECTING SUBMITTAL TO THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

WHEREAS, on April 14, 2021 the City Council adopted the City of Solana Beach 2021-2029 Housing Element by Resolution 2021-0041; and

WHEREAS, the Housing Element is an important planning tool for the City of Solana Beach in meeting the housing needs of the community. It establishes an action plan to meet these needs pursuant to Government Code Section 65302(c) which sets forth the specific components to be contained in a community's housing element; and

WHEREAS, on July 10, 2020, the San Diego Association of Governments adopted a plan for the Regional Housing Needs Assessment (RHNA) allocating regional housing needs for the sixth RHNA cycle beginning April 15, 2021 and extending to April 15, 2029 to include adoption of Table B located within Attachment 1; and

WHEREAS, the City is required to submit to the California Department of Housing and Community Development (HCD) by April 1, 2022, the 2021 Annual Housing Element Progress Report (Housing Element Report); and

WHEREAS, the Housing Successor Annual Report for Fiscal Year 2020/21 is required by Health & Safety Code Section 34176.1(f) to be submitted to HCD with the Housing Element Report; and

WHEREAS, on March 23, 2022, the City Council adopted the 2021 Annual Housing Element Progress Report and the Housing Successor Annual Report as required under Government Code Section 65400(a)(2)(B); and

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. The 2021 Annual Housing Element Progress Report and the 2020/21 Housing Successor Annual Report are approved.

3. City Staff is directed to submit and file the 2021 Annual Housing Element Progress Report and the 2020/21 Housing Successor Annual Report with the State Department of Housing and Community Development Department, and also the Governor's Office of Planning and Research.

PASSED AND ADOPTED this 23rd day of March, 2022, 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 –

Lesla Heebner, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

Jurisdiction	Solana Beach	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	04/15/2021 - 04/15/2029

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

(CCR Title 25 §6202)

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus		
1					2	3	4	5							6	7	8	9	10	
Prior APN ⁺	Current APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID ⁺	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted+ (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Was a Density Bonus requested for this housing development?	
Summary Row: Start Data Entry Below								0	0	0	0	0	0	18	7	25	12	0		
	263-042-05	211 Ocean St.	Blakely	DRP21-004	SFD	O	7/13/2021							1	1	2			No	No
	263-043-12	510 N Acacia Ave.	Churches	DRP20-012	SFD	O	6/23/2021							1	1	1			No	No
	263-191-04	521 Canyon Dr.	Agee	DRP21-003	SFD	O	8/25/2021							1	1	1			No	No
	298-093-38	425 S Granados	Shannon	DRP20-010	SFD	O	2/11/2021							1	1	1			No	No
	298-092-12	465 Rosa St.	Akiko ADU	B20-0557	ADU	R	7/7/2021							1	1	1			No	No
	263-191-09	525 Ford Ave	Foss	DRP20-006	SFD	O	6/18/2021							1	1	1			No	No
	263-042-17	506 Pacific Ave.	Boyd	DRP20-014	SFD	O	5/4/2021							1	1	1			No	No
	263-611-12	338 Punta Baja Dr.	Baja ADU	B21-0043	ADU	R	5/3/2021							1	1	1			No	No
	298-121-68	508 S Nardo Ave	Hartnack ADU	B21-0063	ADU	R	3/3/2021							1	1	1			No	No
	298-093-19	460 Palmitas St	Palmitas ADU	B21-0292	ADU	R	6/9/2021							1	1	1			No	No
	263-082-13	529 N Granados Ave	Fanning ADU	B21-0318	ADU	R	7/26/2021							1	1	1			No	No
	298-094-42	542 S Granados Ave	Carlson ADU	B21-0342	ADU	R	9/16/2021							1	1	1			No	No
	263-321-24	217 N Sierra Ave	Major ADU	B21-0375	ADU	R	10/20/2021							1	1	1			No	No
	263-053-13	410 N Acacia Ave	Acacia ADU	B21-0344	ADU	R	7/26/2021							1	1	1			No	No
	263-061-11	418 Seabright Ln.	Barrad ADU	B20-0196	2 to 4	R	2/1/2021							2	2	2			No	No
	298-075-07	331 S Granados	Cohen ADU	B20-0411	ADU	R	3/18/2021							1	1	1			No	No
	263-022-18	630 W Circle Dr.	Von Posern ADU	B20-0517	ADU	R	1/15/2021							1	1	1			No	No
	298-510-06	1512 Uno Verde Ct	Hsueh ADU	B20-0579	ADU	R	3/17/2021							1	1	1			No	No
	298-133-11	834 Vera St	Davis Residence	B20-0464	2 to 4	O	7/19/2021							1	1	2			No	No
	263-361-13	262 Barbara Ave.		B21-0122	ADU	R	6/14/2021							1	1	1			No	No
	263-072-27	426 N Rios Ave.	Pfahl ADU	B21-0054	ADU	R	5/6/2021							1	1	1			No	No
	298-520-04	220 Linda Mar Dr.	Luey ADU	B20-0487	ADU	R	5/18/2021							1	1	1			No	No
															0					
															0					

Jurisdiction	Solana Beach	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	04/15/2021 - 04/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
 Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2								3	4	
Income Level		RHNA Allocation by Income Level	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	316	-	-	-	-	-	-	-	-	-	-	316
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	
Low	Deed Restricted	159	-	-	-	-	-	-	-	-	-	-	159
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	
Moderate	Deed Restricted	160	-	-	-	-	-	-	-	-	-	20	140
	Non-Deed Restricted		20	-	-	-	-	-	-	-	-	-	
Above Moderate		240	31	-	-	-	-	-	-	-	-	31	209
Total RHNA		875											
Total Units			51	-	-	-	-	-	-	-	-	51	824

Note: units serving extremely low-income households are included in the very low-income permitted units totals and must be reported as very low-income units.

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will include units that were permitted since the start of the planning period.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Solana Beach	
Reporting Year	2021	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Mixed-Use Development on Commercially-Zoned Sites	Program 1A: Inventory sites and initiate planning, encourage mixed use, look for funding.	Within 24 months	The City has recently issued a building permits for a mixed use development, including office, commercial, and 25 multi-family residential units.
Promotion of ADUs and JADUs	Program 1B: Distribute information, evaluate progress, monitor standards and process.	Within 12 months	Anticipated draft ordinance for council consideration in Summer of 2022.
Create ADU Monitoring Program	Program 1C: Track ADU/JADU creation and affordability levels	Within 24 months	Monitoring in progress. During this reporting period, the City has issued 19 building permits for ADUs and 2 permits for JADUs.
Conversion Program of Existing, Non-Permitted Accessory Dwelling Units	Program 1D: Provide a process for converting non-permitted structures into ADUs	ongoing	The City has historically permitted one illegal ADU per year during the 5th cycle and anticipates that they will continue at this pace. 8 ADU conversions are listed in the City's quantified objectives for the 2021-2029 planning period. The City has issued 4 building pemrits for legalizing unpermitted dwelling units.
Affordable Housing Program	Program 1E: Continue to implement its affordable housing ordinance	ongoing	Staff continues to discuss the inclusionary housing program with all applicants proposing 5 or more units and any interested parties; Staff is currently reviewing an application that includes 2 affordable housing units.
Candidate Sites Used in Previous Housing Elements	Program 1F: Promote affordable housing development	Within 36 months	Discussed City's Inclusionary requirements with housing developers interested in infill/redevelopment. Application for multi-family housing project anticipated for site on Stevens Avenue.
Federal and State Funding Programs	Program 1G: Identfy housing financing subsidy programs for their potential availability to Solana Beach	Within 36 months	Monitoring on-going. Will continue to participate in SANDAG meetings to identify funding opportunities to develop affordable housing.

Manufactured Housing	Program 1H: Promote manufactured housing development	Within 24 months	Anticipated draft ordinance for council consideration in Summer of 2022.
Density Bonus Ordinance	Program 1I: Update Density Bonus Ordinance to be consistent with State Law	Within 24 months	Anticipated draft ordinance for council consideration in Summer of 2022.
Ordinance 508 (Accessory Dwelling Units)	Program 1J: Update Solana Beach Municipal Code to be Consistent With Ordinance 508 (Accessory Dwelling Units)	Within 12 months	Anticipated draft ordinance for council consideration in Summer of 2022.
Transitional and Supportive Housing	Program 1K: Update Solana Beach Municipal Code Regarding Transitional and Supportive Housing	Within 12 months	Staff will amend Table 17.12.020-A of the Solana Beach Municipal Code Regarding Transitional and Supportive Housing. Anticipated draft ordinance for council consideration in Summer of 2022. (expand)
Employee Housing	Program 1L: Amend the Solana Beach Municipal Code to define Employee Housing so that it is compliant with Sections 17021.5 and 17021.6 of the Employee Housing Act	Within 12 months	Anticipated draft ordinance for council consideration in Summer of 2022. (expand)
Extremely Low-Income Housing and Housing for Individuals with Special Needs	Program 1M: Amend the City's development process to assist in the development of housing for extremely-low households and households and individuals with special needs.	Within 36 months	The City will take the following actions to amend the development process to include the following guaranteed incentives that apply solely to development projects that specifically accommodate housing at the extremely low-income level or that accommodate households for individuals with special needs: <ul style="list-style-type: none"> • Adopt a priority processing procedure • Waive city-controlled development impact fees until certificate of occupancy (COA)
Lower and Moderate Income Housing	Program 1N: Pursue outside funding opportunities for the development of lower and moderate income households.	Review Annually	As opportunities arise, the City will pursue new funding sources for lower and moderate income multi-family housing from available non-profit, local, state, and federal programs. The City will also seek to partner with local agencies that may provide funding opportunities or other resources that can assist in the development of housing affordable at the lower and moderate income levels.

Preservation of At-Risk Housing	Program 2A: Preserve Existing Affordable Housing	Annually	The City has reviewed the existing affordable housing developments and determined that no units are currently at risk of converting to market-rate during the planning period. Should this change and existing affordable units become at-risk of converting to market-rate, the City will contact the owners of these properties to explore preservation opportunities such as extending affordability covenants, sale/purchasing these developments, non-profit housing organizations assistance, and applying for financial assistance to preserve these affordable units.
Replacement Housing	Program 2B: Promote Replacement Housing for Demolished or Vacant Residential Units that were Occupied by Lower Income Households	The replacement requirement will be implemented upon adoption of the Housing Element and applied as applications on identified sites are received and processed, and local policy shall be adopted within one year of adoption of the Housing Element.	No affordable units lost during this reporting period.
Existing Housing Stock Rehabilitation	Program 2C: Provide Rehabilitation Opportunities for Existing Housing Stock	Within 24 months	No rehabilitation projects submitted at this time.
Compliance with SB 35 Provisions	Program 3A:	ongoing	No change to SB-35, the City is not subject to the provisions. Monitoring ongoing.
Public Education	Program 3B: The City shall continue to monitor, and update information related to the development of housing through the continued promotion of public educational materials. The information describes the benefits of affordable housing and the myths and realities of affordable housing through such means as public presentations, newspaper articles, and information posted on the City's website.	Ongoing	Monitoring ongoing.
Water and Sewer Resources	Program 3C: Reporting the housing element to local water and sewer service providers.	Annually	Housing Element shall be provided to local water and sewer providers annually.

<p>Safety Element Update and Adoption of an Environmental Justice Element</p>	<p>Program 3D: SB 1035 requires that the City, after the initial revision of the safety element to identify flood hazards and address the risk of fire in certain lands upon each revision of the housing element, review and, if necessary, revise the safety element to identify new information relating to flood and fire hazards that was not previously available during the previous revision of the safety element</p>	<p>Within 12 months</p>	<p>The City is currently in the process of drafting the Safety and Environmental Justice elements.</p>
<p>Amend Parking Requirements for Emergency Shelters</p>	<p>Program 3E: Amend the Municipal Code to be consistent with State law regarding parking requirements for emergency shelters</p>	<p>Within 12 months</p>	<p>Draft ordinance for Council consideration in Summer of 2022.</p>
<p>Group Home Definition/Requirements within Municipal Code</p>	<p>Program 3F: Amend the Municipal Code regarding group homes.</p>	<p>Within 12 months</p>	<p>Draft ordinance for Council consideration in Summer of 2022.</p>
<p>Definition of Density</p>	<p>Program 3G: The City of Solana Beach will amend the definition of “density” within its Municipal Code to base future density calculations on the “gross acreage” of a parcel instead of the “net acreage”. Currently the City defines density as the number of dwelling units per net acre, which excludes land area which will be required for public streets, easements or other areas to be dedicated or reserved for public use or open space (including undevelopable slopes, bluffs, and sensitive lands). Amending the definition to base the calculation on gross acreage would include all those items described above and largely consist of the entire area within the lot lines of a lot or parcel.</p>	<p>Within 12 months</p>	<p>Draft ordinance for Council consideration in Summer of 2022.</p>

Affirmatively Further Fair Housing	Program 4A: Take meaningful actions in addition to resisting discrimination, that overcomes patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristic, as defined by California law.	Ongoing	Continue to assess and make modifications to the City's code enforcement process as determined by evaluation of annual code enforcement reports.
Emergency, Transitional and Supportive Housing and Lower Barrier Navigation Centers	Program 4B: Permit Low Barrier Navigation Center development as a matter of right in appropriate zoning districts, subject to requirements of state law.	Within 24 months	Preparing update to Municipal Code for City Council consideration as outlined in Program. Draft ordinance for Council consideration anticipated in Summer 2022.
Persons with Physical and Developmental Disabilities	Program 4C: Accommodate the approval of group homes, ADA retrofit efforts, ADA compliance and/or other measures through the implementation of Title 24 as well as amend its procedures to provide more flexibility in the development of accommodations for persons with physical and developmental disabilities by eliminating the need for a variance.	Review Annually	Review Annually.
Section 8 Rental Assistance	Program 4D: Administer the Section 8 Rental Assistance Program, and will continue support the County's application for additional Section 8 allocations.	Annually	Participated in County efforts regarding Section 8 Rental Assistance. Received 4 phone calls from interested parties that wished to obtain Section 8 Rental Assistance.
Mortgage Credit Certificate (MCC)	Program 4E: Assist low and moderate income first time home buyers	ongoing	Preparing information/handout regarding Mortgage Credit Certificate Program.
Amend the Reasonable Accommodation criteria within the City's Municipal Code	Program 4F	Within 12 months	Draft ordinance for Council consideration in Summer of 2022.

Jurisdiction	Solana Beach	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	04/15/2021 - 04/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
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Note: "+" indicates an optional field
 Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Residential Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Solana Beach	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	04/15/2021 - 04/15/2029

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	20
Above Moderate		31
Total Units		51

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
SFA	0	25	0
SFD	1	2	2
2 to 4	2	3	2
5 +	0	0	0
ADU	3	17	6
MH	0	0	0
Total	6	47	10

Housing Applications Summary	
Total Housing Applications Submitted:	22
Number of Proposed Units in All Applications Received:	25
Total Housing Units Approved:	12
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

**HOUSING SUCCESSOR ANNUAL REPORT
REGARDING THE LOW AND MODERATE INCOME HOUSING ASSET FUND
FOR FISCAL YEAR 2020-21 PURSUANT TO
CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176.1(f) FOR THE
CITY OF SOLANA BEACH, HOUSING SUCCESSOR TO THE FORMER SOLANA BEACH
REDEVELOPMENT AGENCY**

This Housing Successor Annual Report (Report) regarding the Low and Moderate Income Housing Asset Fund (LMIHAF) has been prepared pursuant to California Health and Safety Code Section 34176.1(f). This Report sets forth certain details of the activities of the City of Solana Beach, acting in its capacity as housing successor to the former Solana Beach Redevelopment Agency (Housing Successor), during Fiscal Year 2020-21 (Fiscal Year). The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law).

The following Report is based upon information prepared by Housing Successor staff and information contained within the independent financial audit of the Low and Moderate Income Housing Asset Fund for Fiscal Year 2020-21 (Fiscal Year). The LMIHAF has maintained a zero balance for the entirety of the Fiscal Year. As a result, no audit report was prepared for the Fiscal Year. Further, this Report conforms with and is organized into sections I. through XI., inclusive, pursuant to Section 34176.1(f) of the Dissolution Law:

I. Amount Deposited into LMIHAF: This section provides the total amount of funds deposited into the LMIHAF during the Fiscal Year. Any amounts deposited for items listed on the Recognized Obligation Payment Schedule (ROPS) must be distinguished from the other amounts deposited.

II. Ending Balance of LMIHAF: This section provides a statement of the balance in the LMIHAF as of the close of the Fiscal Year. Any amounts deposited for items listed on the ROPS must be distinguished from the other amounts deposited.

III. Description of Expenditures from LMIHAF: This section provides a description of the expenditures made from the LMIHAF during the Fiscal Year. The expenditures are to be categorized.

IV. Statutory Value of Assets Owned by Housing Successor: This section provides the statutory value of real property owned by the Housing Successor, the value of loans and grants receivables, and the sum of these two amounts.

V. Description of Transfers: This section describes transfers, if any, to another housing successor agency made in previous Fiscal Year(s), including whether the funds are unencumbered and the status of projects, if any, for which the transferred LMIHAF will be used. The sole purpose of the transfers must be for the development of transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing.

VI. Project Descriptions: This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.

VII. Status of Compliance with Section 33334.16: This section provides a status update on compliance with Section 33334.16 for interests in real property acquired by the Former Agency prior to February 1, 2012. For interests in real property acquired on or after February 1, 2012, provide a status update on the project.

VIII. Description of Outstanding Obligations under Section 33413: This section describes the outstanding inclusionary and replacement housing obligations, if any, under Section 33413 that remained outstanding prior to dissolution of the former Solana Beach Redevelopment Agency (Former Agency) as of February 1, 2012 along with the Housing Successor's progress in meeting those prior obligations, if any, of the Former Agency and how the Housing Successor plans to meet unmet obligations, if any.

IX. Income Test: This section provides the information required by Section 34176.1(a)(3)(B), or a description of expenditures by income restriction for five year period, with the time period beginning January 1, 2019 and whether the statutory thresholds have been met. However, reporting of the Income Test is not required until 2024.

X. Senior Housing Test: This section provides the percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the Housing Successor, the Former Agency, and the City of Solana Beach within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the Housing Successor, the Former Agency, and the City of Solana Beach within the same time period. For this Report the ten-year period reviewed is January 1, 2017 to January 1, 2027.

XI. Excess Surplus Test: This section provides the amount of excess surplus in the LMIHAF, if any, and the length of time that the Housing Successor has had excess surplus, and the Housing Successor's plan for eliminating the excess surplus.

REPORT

This Report and the former Solana Beach Redevelopment Agency's pre-dissolution Implementation Plan are to be made available to the public on the City's website http://www.ci.solana-beach.ca.us/index.asp?SEC=4459C1D7-9FF7-4988-92FF-D6EC8A2F593E&Type=B_BASIC.

I. AMOUNT DEPOSITED INTO LMIHAF. A total of \$0 was deposited into the LMIHAF during the Fiscal Year. Of the total funds deposited into the LMIHAF, no funds were held for items listed on the ROPS.

II. ENDING BALANCE OF LMIHAF. At the close of the Fiscal Year, the ending balance in the LMIHAF was \$0, of which no funds are held for items listed on the ROPS.

III. DESCRIPTION OF EXPENDITURES FROM LMIHAF. The following is a description of expenditures from the LMIHAF by category

Fiscal Year	
Monitoring & Administration Expenditures	None
Homeless Prevention and Rapid Rehousing Services Expenditures	None
Housing Development Expenditures ➤ Expenditures on Low Income Units ➤ Expenditures on Very-Low Income Units ➤ Expenditures on Extremely-Low Income Units ➤ Total Housing Development Expenditures	None
Total LMIHAF Expenditures in Fiscal Year	None

IV. STATUTORY VALUE OF ASSETS OWNED BY HOUSING SUCCESSOR IN LMIHAF. Under the Dissolution Law and for purposes of this Report, the “statutory value of real property” means the value of properties formerly held by the Former Agency as listed on the housing asset transfer schedule approved by the Department of Finance as listed in such schedule under Section 34176(a)(2), the value of the properties transferred to the Housing Successor pursuant to Section 34181(f), and the purchase price of property(ies) purchased by the Housing Successor. Further, the value of loans and grants receivable is included in these reported assets held in the LMIHAF.

The following provides the statutory value of assets owned by the Housing Successor.

As of End of Fiscal Year	
Statutory Value of Real Property Owned by Housing Authority	0
Value of Loans and Grants Receivable	\$601,3100
Total Value of Housing Successor Assets	\$601,3100

V. DESCRIPTION OF TRANSFERS. The Housing Successor did not make any LMIHAF transfers to other Housing Successor(s) under Section 34176.1(c)(2) during the Fiscal Year.

VI. PROJECT DESCRIPTIONS. The Housing Successor does not receive or hold property tax revenue pursuant to the ROPS.

VII. STATUS OF COMPLIANCE WITH SECTION 33334.16. The Housing Successor has no interests in real property.

VIII. DESCRIPTION OF OUTSTANDING OBLIGATIONS PURSUANT TO SECTION 33413

Replacement Housing: According to the 2009-2014 Implementation Plan for the Former Agency, no Section 33413(a) replacement housing obligations were transferred to the Housing Successor. The Former Agency’s Implementation Plan is posted on the City’s website at http://www.ci.solana-beach.ca.us/index.asp?SEC=4459C1D7-9FF7-4988-92FF-D6EC8A2F593E&Type=B_BASIC

Inclusionary/Production Housing. According to the 2009-2014 Implementation Plan for the Former Agency, the Former Agency was required to construct 2.1 units of very low income housing to meet its inclusionary requirement. The project proposed by the Hitzke Development Corporation and funded in part by the Housing Successor will provide 10 very low income housing units.

IX. EXTREMELY-LOW INCOME TEST. Section 34176.1(a)(3)(B) requires that the Housing Successor must require at least 30% of the LMIHAF to be expended for development of rental housing affordable to and occupied by households earning 30% or less of the AMI. If the Housing Successor fails to comply with the Extremely-Low Income requirement in any five-year report, then the Housing Successor must ensure that at least 50% of the funds remaining in the LMIHAF be expended in each fiscal year following the latest fiscal year following the report on households earning 30% or less of the AMI until the Housing Successor demonstrates compliance with the Extremely-Low Income requirement. This information is not required to be reported until 2024 for the 2019 – 2024 period.

All of the funds in the LMIHAF are committed under an enforceable obligation to the Hitzke Obligation, which will provide ten units of very low income housing. Because the Housing Successor receives minimal interest income, the extremely low-income test does not apply.

X. SENIOR HOUSING TEST. Neither the Housing Successor, the Former Agency nor the City provided funding to deed-restricted rental housing limited to seniors within the past 10 years.

XI. EXCESS SURPLUS TEST. Excess Surplus is defined in Section 34176.1(d) as an unencumbered amount in the account that exceeds the greater of one million dollars (\$1,000,000) or the aggregate amount deposited into the account during the Housing Successor's preceding four Fiscal Years, whichever is greater.

In the previous five fiscal years, a total of \$401 was deposited into the LMIHAF, in the form of interest payments. Therefore, the LMIHAF does not have an Excess Surplus.



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: March 23, 2022
ORIGINATING DEPT: Community Development Department
SUBJECT: **Public Hearing: Request for a Development Review Permit to Conduct Grading in Excess of 100 Cubic Yards and Perform Associated Site Improvements on a Lot with an Existing One-Story Single-Family Residence with an Attached, Partially Subterranean Garage at 536 Glenmont Drive, Solana Beach (Case # DRP21-024; Applicants: Dane & Kristin Soderberg; APN: 298-142-12; Resolution 2022-026)**

BACKGROUND:

The Applicants, Dane and Kristin Soderberg, are requesting City Council (Council) approval of a Development Review Permit (DRP) to conduct grading in excess of 100 cubic yards on a lot with an existing single-family residence with an attached, partially subterranean, garage. The 7,812 square-foot lot is located at 536 Glenmont Drive and is within both the Low-Medium Residential (LMR) Zone and Scaled Residential Overlay Zone (SROZ).

The Applicants propose grading in the amounts of 159 cubic yards of cut, 4 cubic yards of fill, and 5 cubic yards of excavation for retaining wall footings. The total aggregate grading quantity would be 168 cubic yards. The project requires a DRP for aggregate grading in excess of 100 cubic yards.

The issue before the Council is whether to approve, approve with conditions, or deny the Applicants' request as contained in Resolution 2022-026 (Attachment 1).

DISCUSSION:

The subject property is located on the east side of Glenmont Drive just south of Lynwood Avenue. The 7,812 square-foot lot is rectangular in shape, fronting on Glenmont Drive to the west, with residential properties to the north, east and south.

CITY COUNCIL ACTION:

The topography of the project site slopes upward from the street with an average lot slope of 12 percent. The elevation at the front property line along Glenmont Drive is at approximately 197 MSL and the rear property line is at approximately 207 MSL which results in a change in elevation of approximately 10 feet. The rectangular lot has 120-foot side property lines and 65-foot front and rear property lines. The lot is currently developed with a one-story, single-family residence with an attached, partially subterranean, two-car garage that is accessed from Glenmont Drive along the southwest side of the lot. The Applicants propose to lower the grade of the rear yard and build site walls in preparation for a future pool.

The rear yard is currently developed with a concrete patio area at the same grade elevation as the residence, and a grass yard that is approximately three (3) feet higher than the patio. The grass yard area extends to the rear property line, is surrounded by retaining walls on the west side and is accessed by on-grade stairs. The project plans are provided in Attachment 2.

Table 1 (on the following page) provides a comparison of the zoning regulations with the Applicants' proposed design.

Table 1	
LOT INFORMATION	
Property Address: 536 Glenmont Drive	Zoning Designation: LMR (4 du/ac)
Lot Size (Net): 7,812 ft ²	# of Units Allowed: 1 Dwelling Unit
Zone: LMR	# of Units Existing: 1 Dwelling Unit
Overlay Zone(s): SROZ	Setbacks: Required Front (W) 25 ft. Interior Side (N) 5 ft. Interior Side (S) 5 ft. Rear (E) 25 ft. As proposed, the project meets the required setbacks for the zone.
PROPOSED PROJECT INFORMATION	
Required Permits:	
DRP: A DRP is required for grading in excess of 100 cubic yards (aggregate)	
Proposed Grading: Cut: 164 cubic yards	Fill: 4 cubic yards Export: 160 cubic yards
Aggregate Grading Quantity: 168 cubic yards	
Existing Parking: 2-Car Attached, partially subterranean garage	Existing Development: One-story, single-family residence with an attached, partially subterranean garage
Proposed Fences and Walls: Yes	

Development Review Permit Compliance (SBMC Section 17.68.40):

A DRP is required because the proposal includes an aggregate grading quantity that would exceed 100 cubic yards. In addition to meeting the 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 reference to recommended conditions of approval contained in Resolution 2022-026. 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 this title, 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 Applicants obtaining the required permit or approval from the other agency.

If any of 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 subject site is located within the Low-Medium Residential (LMR) 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 2,802 square-foot one-story, single-family residence and a 1,018 square-foot attached, partially subterranean, two-car garage, 145 square feet of which is counted towards floor area. The Applicants propose grading and retaining walls for yard improvements, including a future pool, in the back yard.

As designed, the project is consistent with the permitted uses for the LMR Zone as described in Solana Beach Municipal Code (SBMC) Sections 17.20.010 and 17.12.020, which permits one single-family residence. The property is designated Low-Medium Density Residential in the General Plan and intended for single-family residential development with a maximum density of four (4) 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. As a condition of project approval, the Applicants 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.

Building and Structure Placement:

The site is currently developed with a 2,802 square-foot, single-story residence, with a 1,018 square-foot attached, partially subterranean, garage. No changes to the existing residence or garage are proposed.

The LMR Zone requires 25-foot front- and rear-yard setbacks, and a 5-foot interior side-yard setback. The proposed project, as designed, meets the minimum required street-side, interior-side and rear-yard setbacks.

Fences, Walls and Retaining Walls:

The Applicants propose to construct new retaining walls within the required interior side and rear yards. Per SBMC 17.20.040(O) and 17.60.070(C) and (D), fences and walls within the interior and rear yards shall not exceed six (6) feet in height except for an additional two (2) feet of fence height (to a maximum total height of eight feet) provided the additional two (2) feet of fence is at least 50 percent open to light and air. The retaining walls are proposed to be located within the interior side and rear yard setbacks and would be approximately three (3) feet in height. The existing 5-foot perimeter fence along the side property lines is proposed to remain. The existing 6-foot rock retaining wall along the rear property line is proposed to remain. If the Applicants decide to modify any of the design of the proposed fences and walls or construct additional fences and walls, a

condition of project approval indicates that they would be required to comply with SBMC 17.20.040(O) and 17.60.070(C) and (D).

Landscape:

The project is not subject to the water efficient landscaping regulations of SBMC Chapter 17.56. According to SBMC Section 17.56.040, the regulations apply to modified irrigated landscaped areas that exceed 2,500 square feet. The proposed project includes 795 square feet of new irrigated landscape; therefore, it does not require a landscape review.

Parking:

SBMC Section 17.52.040 and the Off-Street Parking Design Manual require two (2) parking spaces for a single-family residence. Required parking is currently provided in the existing attached, partially subterranean, garage. No changes are proposed to the existing garage; therefore, the proposed project would be in compliance with the parking standards.

Grading:

The Applicants propose to lower the existing grade (~207 MSL) east of the residence and patio area approximately three (3) feet to meet the grade of the existing patio (~203 MSL). New retaining walls are proposed within the required interior-side and rear yards.

The proposed grading quantities include 159 cubic yards of cut, 4 cubic yards of fill, and 5 cubic yards of excavation for footings, for a total aggregate grading quantity of 168 cubic yards. The Applicants propose 160 cubic yards of export.

Lighting:

A condition of project approval requires 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 grading for a residential use; therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040.

Property Frontage & Public Right-of-Way Improvements:

The existing property frontage is improved with a concrete mountable curb and gutter. The area between the concrete curb & property line consists of a gravel area. If approved, the Applicants will be required to replace the gravel area with decomposed granite (D.G.) along the entire property frontage.

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 March 10, 2022. 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 Section 15303 of the State CEQA Guidelines. Section 15303 is a Class 3 exemption for new construction or the conversion of small 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

WORKPLAN: N/A

OPTIONS:

- Approve Staff recommendation adopting the attached Resolution 2022-026.
- Approve Staff recommendation subject to additional specific conditions necessary for the City Council to make all required findings for the approval of a DRP.
- Deny the project if all required findings for the DRP cannot be made.

DEPARTMENT RECOMMENDATION:


The proposed project could be found to be consistent with the General Plan and the SBMC and could be found, as conditioned, to meet the discretionary findings required as discussed in this report to approve a DRP. 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 2022-026 conditionally approving a DRP to conduct grading in excess of 100 cubic yards and perform associated site improvements on a lot with an

existing one-story single-family residence, with an attached, partially subterranean garage at 536 Glenmont Drive, Solana Beach.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2022-026
2. Project Plans

RESOLUTION 2022-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A DEVELOPMENT REVIEW PERMIT TO CONDUCT GRADING IN EXCESS OF 100 CUBIC YARDS AND PERFORM ASSOCIATED SITE IMPROVEMENTS ON A LOT WITH AN EXISTING ONE-STORY SINGLE-FAMILY RESIDENCE WITH AN ATTACHED, PARTIALLY SUBTERRANEAN, GARAGE AT 536 GLENMONT DRIVE, SOLANA BEACH

APPLICANTS: Dane and Kristin Soderberg

CASE NO.: DRP 21-024

WHEREAS, Dane and Kristin Soderberg (hereinafter referred to as “Applicants”) have submitted an application for a Development Review Permit (DRP) pursuant to Title 17 (Zoning), of the Solana Beach Municipal Code (SBMC); and

WHEREAS, a properly noticed public hearing was conducted in accordance with the provisions of Solana Beach Municipal Code Section 17.72.030; and

WHEREAS, at the public hearing on March 23, 2022, the City Council received and considered evidence concerning the proposed application; 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:

1. That the foregoing recitations are true and correct and incorporated herein as findings.
2. That the project is exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines.
3. That the request is for a DRP to conduct grading in excess of 100 cubic yards on a lot with an existing single-family residence with an attached, partially subterranean garage. The 7,812 square-foot lot is located at 536 Glenmont Drive and is within both the Low-Medium Residential (LMR) Zone and Scaled Residential Overlay Zone (SROZ) is conditionally approved based upon the following Findings and subject to the following Conditions:
4. 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 Low-Medium Density Residential, which allows for four (4) dwelling units per acre. Further, the proposed development is 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 Low-Medium Residential (LMR) Zone and cited by SBMC Section 17.020.030.

The project meets the minimum required front-, street side-, interior side-, and rear-yard setbacks.

- 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 subject site is located within the Low-Medium Residential (LMR) 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 2,802 square-foot one-story, single-family residence and a 1,018 square-foot attached, partially subterranean, two-car garage, 145 square feet of which is counted towards floor area. The Applicants propose grading and retaining walls for yard improvements, including a future pool, in the back yard.

As designed, the project is consistent with the permitted uses for the LMR Zone as described in Solana Beach Municipal Code

(SBMC) Sections 17.20.010 and 17.12.020, which permits one single-family residence. The property is designated Low-Medium Density Residential in the General Plan and intended for single-family residential development with a maximum density of four (4) 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. As a condition of project approval, the Applicants are 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 in a manner which visually and functionally enhances their intended use.*

The site is currently developed with a 2,802 square-foot, single-story residence, with a 1,018 square-foot attached, partially subterranean garage. No changes to the existing residence or garage are proposed.

The LMR Zone requires 25-foot front- and rear-yard setbacks, and a 5-foot interior side-yard setback. The proposed project, as designed, meets the minimum required street-side, interior-side and rear-yard setbacks.

- 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 not subject to the water efficient landscaping regulations of SBMC Chapter 17.56. According to SBMC Section 17.56.040, the regulations apply to modified irrigated landscaped areas that exceed 2,500 square feet. The proposed project includes 795 square feet of new irrigated landscape; therefore, it does not require a landscape review.

- 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 require two (2) parking spaces for a single-family residence. Required parking is currently provided in the existing attached, partially subterranean garage. No changes are proposed to the existing garage; therefore, the proposed project is in compliance with the parking standards.

- 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 Applicants propose to lower the existing grade (\approx 207 MSL) east of the residence and patio area approximately three (3) feet to meet the grade of the existing patio (\approx 203 MSL). New retaining walls are proposed within the required interior-side and rear yards.

The proposed grading quantities include 159 cubic yards of cut, 4 cubic yards of fill, and 5 cubic yards of excavation for footings, for a total aggregate grading quantity of 168 cubic yards. The Applicants propose 160 cubic yards of export.

- 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).*

A condition of project approval includes 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.

- 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 grading for a residential use; therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040.

- h. Property Frontage & Public Right-of-Way Improvements:*

The existing property frontage is improved with a concrete mountable curb and gutter. The area between the concrete curb & property line consists of a gravel area. As a condition of project approval, the Applicants are required to replace the gravel area with decomposed granite (D.G.) along the entire property frontage.

- III. 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.*

All required permits shall be processed concurrently with the DRP.

- 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.*

As a condition of project approval, the Applicants are required to obtain approval from the California Coastal Commission (CCC) prior to the issuance of Building Permits.

5. CONDITIONS

Prior to use or development of the property in reliance on this permit, the Applicants shall provide for and adhere to the following conditions:

A. Community Development Department Conditions:

- I. The Applicants shall pay required Public Facilities Fees, as established by SBMC Section 17.72.020 and Resolution 1987-36.
- II. Building Permit plans must be in substantial conformance with the plans presented to the City Council on March 23, 2022 and located in

the project file with a submittal date of March 9, 2022.

- III. 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).
- IV. The Applicants shall obtain required 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.
- V. 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.
- VI. Any new exterior lighting fixtures shall be in conformance with the City-Wide Lighting Regulations of SBMC 17.60.060.
- VII. 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.
- VIII. Construction vehicles shall be parked on the subject property at all times when feasible. If construction activity prohibits parking on the subject property, the Applicants shall ensure construction vehicles are parked in such a way to allow sufficient vehicular access on Glencrest Place and Glencrest Drive and minimize impact to the surrounding neighbors.
- IX. The Applicants shall connect to temporary electrical service as soon as feasible to the satisfaction of the City. The use of gas-powered generator(s) during construction activity is discouraged and shall be limited only to selective use at the discretion of the City.

B. Engineering Department Conditions:

- I. The Applicants shall obtain a Building Permit for the retaining walls and pool.
- II. The Applicants shall remove the existing gravel material in the public right of way and replace with bonded compacted D.G to the satisfaction of the City Engineer.
- III. A Misc. Engineering Permit will be required as a condition of approval for the project for the construction of the swimming pool and the

associated drainage improvements as shown on the proposed site plans. No geotechnical report or drainage report is required.

6. 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 1.16 and 1.18 in addition to any applicable revocation proceedings.
7. EXPIRATION: The DRP for the project will expire 24 months from the date of this Resolution, unless the Applicant have obtained building permits and have commenced construction prior to that date, and diligently pursued construction to completion. An extension of the application may be granted by the City Council, subject to SBMC Section 17.72.110.
8. INDEMNIFICATION AGREEMENT: The Applicants shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from and against 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 Applicants 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 Applicants 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 Applicants 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 Applicants shall not be required to pay or perform any settlement unless such settlement is approved by the Applicants.

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 23rd day of March, 2022, by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: March 23, 2022
ORIGINATING DEPT: City Manager's
SUBJECT: **City Council Discussion on Fiscal Year 2021/22 Work Plan Priorities and Consideration of Additional Items**

BACKGROUND:

The City Council (Council) adopts an annual Work Plan that is a guiding document that includes all Council's priority projects for the fiscal year. The Work Plan focuses on four strategic priorities as the Council directs Staff on projects and programs: Community Character, Organizational Effectiveness, Environmental Sustainability and Fiscal Sustainability with the knowledge that all four areas of priority are important to the overall sustainability of the City.

Periodically, the Council directs Staff to explore significant items that are not listed in the adopted Work Plan. These items may come up as a result of citizen inquiries, state or federal legislation or through one of the City Commissions. This is a common occurrence in any given fiscal year and Staff attempts to address as many of these additional items as possible, considering the extent of resources needed and available outside of the focus on the adopted Work Plan. This year, there has been more additional items than typical, so Staff is seeking Council direction on whether or how to prioritize each of these items along with other items already included in the current fiscal year Work Plan.

This item is before the Council to discuss the additional items/issues brought up during the fiscal year that are not included in the current Work Plan and give direction to Staff on which items, if any, should be elevated to a priority status.

DISCUSSION:

Throughout any given year, Council and Staff receive requests to analyze and implement various programs and projects from the members of the community or from community organizations. Staff also has to react to certain legislative actions that may arise unexpectedly during a given year that could have a detrimental impact on the community. These items cannot always be anticipated during the Council Work Plan process and need to be addressed at different times throughout the year. During this particular year, a number of issues have arisen for which Staff is seeking further direction from Council in order to address and prioritize them along with Work Plan priorities and, of course, given current Staff resources.

CITY COUNCIL ACTION: _____

Of these items that have been raised, the following are not included in the current FY2022 Work Plan and, in no particular order, are:

- **Outdoor Wood Burning Ordinance** – Members of the community have addressed the Council about the desire to restrict outdoor wood burning, primarily from outdoor fire pits, due to the environmental harm caused by the associated smoke and its negative effect on air quality.
- **Heritage Tree Ordinance** – Members of the community have requested the Council consider a Heritage Tree Ordinance to restrict the removal of certain trees of any size or species that are specifically designated as heritage because of their historical, commemorative or horticultural significance.
- **Ghost Gun Regulations** – Members of the community have addressed the Council about the desire to implement Ghost Gun regulations. Ghost guns are unregulated, unserialized and untraceable firearms that can be bought online and built without a background check.
- **Joint Use Agreement with San Dieguito School District** – There has been expressed interest in developing a new Joint Use Agreement between the City and the San Dieguito School District to allow the community's use of the Earl Warren School's fields.
- **Citizen Commission Duties Updates** – There has been an expressed interest in updating the duties and responsibilities of our Citizen Commissions to accurately reflect the role they play as advisory bodies to the City Council.
- **Utility Box Wrapping** – Members of the Public Arts Commission and members of the community have requested an arts program that involves wrapping City-owned utility boxes with a variety of artistic designs. This project is in alignment with the City's Master Art Policy which aspires to enhance the aesthetic qualities of Solana Beach while creating an atmosphere that nurtures and encourages public art.

Additionally, there are some items that are included in the FY2022 Work Plan that are listed as unprioritized items. These, too, require discussion to establish their priority along with the above-listed items. These include:

- **Lighter Than Air Balloon Restrictions** – Lighter than air (including helium) balloons create well known environmental damage when released or not properly disposed of. The City of Encinitas passed an ordinance regulating the sale, use, distribution and release of lighter than air balloons that recently went into effect.
- **Short Term Vacation Rental (STVR) Regulation Update** – While this item is included under the strategic priority of Fiscal Sustainability, recent discussion has centered around a more general updating of the City's STVR regulations.

Staff is seeking Council direction on which items, if any, should be elevated to a higher priority item for the remainder of the current fiscal year. This would also include any additional items any particular Councilmember may wish to bring up for consideration by Council as well.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

There is no fiscal impact as a result of this item as it is for discussion purposes at this time. Should Council prioritize any of these items to be worked on immediately, there may be a fiscal impact that could include additional Staff time and/or legal costs.

WORK PLAN:

These items are either not currently included as a priority item or are included as unprioritized items in the FY2022 Work Plan but may be elevated in priority should Council direct Staff to do so.

OPTIONS:

- Council to discuss and direct Staff to elevate any items to this current Work Plan.
- Council to discuss and direct Staff to include any items in next year's Council Work Plan.
- Do not discuss and provide further direction.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council discuss the additional items/issues brought up during the fiscal year that are not included as a priority item in the current Work Plan and give direction to Staff on which items, if any, should be elevated to a priority status

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: March 23, 2022
ORIGINATING DEPT: City Manager's Department
SUBJECT: **Consideration of Resolution 2022-027 Authorizing Execution of an Agreement for General and Specialized Law Enforcement and Traffic Services Between the City of Solana Beach and the County of San Diego**

BACKGROUND:

The City of Solana Beach (the "City") has contracted its law enforcement services with San Diego County Sheriff's Department since incorporation. Nine other cities in the County also contract for law enforcement services through the County Sheriff's Department. The contract is a joint agreement, taking advantage of common needs and economies of scale that result in a lower cost for law enforcement than having an independent municipal police department or individually contracting with the County.

The existing five-year contract was approved by the City Council on June 28, 2017, and covered the period from July 1, 2017 through June 30, 2022. Negotiations toward a new five-year contract took place for several months preceding January 2022. This item is before City Council to consider the adoption of a new five-year contract for the period of July 1, 2022 through June 30, 2027.

DISCUSSION:

In late 2021, a subcommittee of the contract cities was formed to negotiate this new contract. The subcommittee was made up of a representative from one north county city (Poway) and one from a south county and "small city" (Imperial Beach). The subcommittee negotiated with the Sheriff's Department for several months during the end of 2021 on an agreement to replace the previous five-year agreement which will expire on June 30, 2022. The subcommittee provided regular updates and solicited input from all nine Sheriff contract cities. The resulting contract maintains certain aspects of the current contract which includes the ability for cities to add or delete positions and receive the full cost credit when a position is eliminated.

CITY COUNCIL ACTION:

The proposed agreement continues the current level of staffing and services unless specifically altered by an individual city and offers cities the flexibility of changing positions during the term of the agreement, as a city's needs dictate. The proposed contract is also for five years from July 1, 2022 (Fiscal Year 2023) through June 30, 2027 (Fiscal Year 2027).

Including all operational, liability and retirement costs, the five-year increases will be capped at 1% in both Fiscal Years 2022-23 and 2023-24, 3.5% in Fiscal Year 2024-25, 3.5% in Fiscal Year 2025-26 and 3.5% in Fiscal Year 2026-27. Total costs for the City's contract with the County Sheriff would be as follows:

	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>FY 24-25</u>	<u>FY 25-26</u>	<u>FY 26-27</u>	<u>TOTAL</u>
Increase:	1.00%	1.00%	3.50%	3.50%	3.50%	
Cost:	\$4,885,879	\$4,934,738	\$5,107,454	\$5,286,215	\$5,471,233	\$25,685,519

It should also be noted that the contract contains a reopener clause during year 3 wherein either party may request a meeting to discuss liability costs. Any changes to the contract at that time, however, would be subject to the consent of both parties.

At their meeting on January 25, 2022, the County Board of Supervisors approved the contract as attached to this Staff Report and authorized the Clerk of the Board to accept and execute the Agreement for Specialized Law and Traffic Enforcement with the participating cities.

While the cost of the new five-year agreement is significant, contracting with the County for law enforcement services is more beneficial and cost effective than having an independent City Police Department. The City receives additional services from the County, such as the ASTREA Helicopter, Crime Analysis, Crime Lab, Criminal Intelligence, Internal Affairs, Domestic Violence, Swat Team, SADLE Team, Narcotics Enforcement, Investigative Unit, Mobile Crisis Response Team and backup coverage from the deputies working in the nine other contract cities and in the County unincorporated areas. If Solana Beach were to have its own Police Department, the startup costs alone would be very high, and the annual expenses would be much higher, mainly due to personnel costs, including retirement, medical, and liability insurance. Most importantly, there is no guarantee that spending the additional money to have a City Police Department would bring an increased service level to the residents of Solana Beach. Given the additional costs, in fact, the level of service might very well decrease.

CEQA COMPLIANCE STATEMENT:

Contracting for Law Enforcement Services is not a project as defined by CEQA.

FISCAL IMPACT:

The Sheriff's contract for Solana Beach in Fiscal Years 2022-23 and 2023-24, when a 1% increase from the prior year is applied, would be \$4,885,879 and \$4,934,738, respectively. The first year of these costs has been included in the second year of the City's adopted FY 2021-22/2022-23 Budget. In years 3 through 5, the contract costs would increase 3.50% to \$5,107,45 in FY 2024-25, \$5,286,215 in FY 2025-26, and to \$5,471,233 in FY 2026-27. Total costs over the five-year contract term are estimated at \$25,685,519.

WORK PLAN: N/A

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2022-027 authorizing the City Manager to execute the Agreement for General and Specialized Law Enforcement and Traffic Services between the City of Solana Beach and the County of San Diego for a five-year term beginning July 1, 2022 through June 30, 2027.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager

Attachments:

1. Resolution 2022-027
2. Agreement for General and Specialized Law Enforcement and Traffic Services between the City of Solana Beach and the County of San Diego

RESOLUTION 2022-027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING THE AGREEMENT FOR GENERAL AND SPECIALIZED LAW ENFORCEMENT AND TRAFFIC SERVICES FOR JULY 1, 2022 THROUGH JUNE 30, 2027

WHEREAS, the City Council desires to continue to utilize the San Diego County Sheriff's Department for General and Specialized Law Enforcement and Traffic Services in the City of Solana Beach by entering into an Agreement for these services (Agreement); and

WHEREAS, the previous Agreement for law enforcement and traffic services expires on June 30, 2022; and

WHEREAS, the Agreement for general and specialized law enforcement and traffic services covers the period from July 1, 2022 through June 30, 2027; and

WHEREAS, the contract for services is reviewed on a yearly basis to update current needs and costs; and

WHEREAS, the renewal of services is done by revising and adopting a Contract Law Enforcement Program Joint Operating and Financial Plan, and this plan is referred to as Attachment B which is included in the Agreement.

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 Mayor and City Council desire to approve the Agreement for General and Specialized Law Enforcement and Traffic Services for July 1, 2022 through June 30, 2027.
3. That the City Manager is authorized to execute the Agreement for General and Specialized Law Enforcement and Traffic Services for July 1, 2022 through June 30, 2027.
4. That the Mayor and City Council desire to approve the Attachment B for law enforcement contract services provided to the City of Solana Beach for Fiscal Year 2022-23.
5. That the City Manager is authorized to execute Attachment B annually on behalf of the City.

PASSED AND ADOPTED this 23rd day of March, 2022, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

Lesa Heebner, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

**AGREEMENT BETWEEN THE CITY OF SOLANA
BEACH, THE COUNTY OF SAN DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF**

FOR MUNICIPAL LAW ENFORCEMENT SERVICES

This Agreement is between the City of Solana Beach, a municipal corporation, hereinafter referred to as "CITY" and the County of San Diego, a political subdivision of the State of California, hereinafter referred to as "COUNTY", for services to be provided by the San Diego County Sheriff, hereinafter referred to as "SHERIFF".

RECITALS

WHEREAS, COUNTY through SHERIFF provides public safety services throughout the County of San Diego and is equipped and will do so to the extent and in the manner hereinafter provided; and

WHEREAS, CITY is a municipal corporation of the State of California within the County of San Diego and desires to obtain general and specialized law enforcement and traffic services; and

WHEREAS, Sections 51300-51308, 51350, 55632, and sections 54980 et seq. of the California Government Code authorize COUNTY and CITY to contract for performance of Sheriff services within the CITY; and

WHEREAS, COUNTY through SHERIFF currently provides municipal law enforcement services to CITY pursuant to an agreement dated July 1, 2017; and

WHEREAS, CITY and COUNTY through SHERIFF desire to enter into a new agreement with provisions concerning the nature and extent of municipal law enforcement services to be provided to CITY and establishing the compensation to be paid therefore; and

WHEREAS, COUNTY acknowledges that CITY requires standards of performance that demonstrate professional excellence both in the execution of duties and in the interpersonal relations with CITY employees and all persons utilizing the services of CITY; and

WHEREAS, the Board of Supervisors on January 25, 2022 authorized the Clerk of the Board to accept and execute this Agreement for Municipal Law Enforcement Services; and

WHEREAS, the City Council for the City of Solana Beach on March 23, 2022 authorized the City Manager to accept and execute this Agreement for Municipal Law Enforcement Services; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CITY jointly intend that CITY will fund and COUNTY will provide municipal law enforcement services, as set forth in this Agreement.

AGREEMENT

I. PURPOSE AND INTENT

The purpose of this Agreement is for COUNTY to provide municipal law enforcement services to CITY per California Government Code Section 51300-51308, 51350 and 54980, et seq. This Agreement is effective for its term beginning as set forth in Section III. A, regardless of approval date by the parties and supersedes and replaces the agreement between COUNTY and CITY for the period of July 1, 2017 through June 30, 2022, including all attachments, insofar as that agreement relates to provisions of municipal law enforcement services to CITY.

II. SCOPE OF SERVICES

COUNTY through SHERIFF shall provide municipal law enforcement services to CITY as follows:

A. Method of Service Delivery

SHERIFF will maintain a Law Enforcement Services Bureau, which will be responsible for performance of COUNTY's obligations under this Agreement. Municipal law enforcement services will be staffed as described in Section IV, Standards of Services. These services shall be provided from SHERIFF's existing stations and other such facilities as COUNTY or the CITY may hereafter acquire.

B. Law Enforcement Services

COUNTY through SHERIFF will provide municipal law enforcement services ("Law Enforcement Services") to CITY as outlined in Attachment B. Law Enforcement Services consist of enforcement of the California Penal Code, the California Vehicle Code, and pertinent regulatory ordinances as adopted by the City Council of CITY, as well as direct supervision of law enforcement personnel assigned to provide Law Enforcement Services to CITY; all to the extent necessary and appropriate to meet the Standards of Services

described in Section IV. Staffing for Law Enforcement Services shall be provided in Section IV.D of this Agreement.

C. Ancillary Services

The following ancillary services will be provided to CITY as an integral part of the law enforcement services described above and are included in the cost of such services: crime prevention, juvenile intervention, financial crimes, homicide, domestic violence, communication, information technology support, and clerical support.

D. Regional Services

In addition to the services listed above, the following regional services are provided to CITY at no cost: Special Enforcement Detail (SED); Aerial Support to Regional Enforcement Agencies (ASTREA); Bomb/Arson; Search and Rescue; Fire/Rescue helicopter; Crime Lab; and Property and Evidence.

E. Search and Rescue Responsibility

The COUNTY and the CITY agree that some rescues are the responsibility of and will be performed by the SHERIFF while other rescues are the responsibility of and will be performed by the CITY's public safety services. In many instances, rescues will be conducted in a joint operation involving both the SHERIFF and the CITY's emergency response personnel.

F. Reserve Program

The SHERIFF, in partnership with the CITY, will take active steps to recruit individuals to participate in the Reserve Program.

G. Additional Services

1. General

COUNTY through SHERIFF may provide supplemental Law Enforcement Services or additional related equipment and supplies as requested by CITY. Additional Services

not covered under Law Enforcement Services may include, but are not limited to, added patrol or traffic services required for special events such as street fairs, concerts, movie productions and other third-party promotions.

2. Requests

Requests for Additional Services shall be made to SHERIFF by CITY through the SHERIFF'S Station Commander or their designee and shall be made in writing or, if made in person or by telephone, shall be confirmed in writing by the requestor within forty-eight (48) hours of the request. CITY shall provide SHERIFF with as much advance notice as possible regarding requests for Additional Services.

3. Provision of Additional Services

SHERIFF shall advise CITY promptly and shall confirm in writing if SHERIFF is unable to provide some or all of any requested Additional Services. If SHERIFF is able to provide some or all of the requested Additional Services, SHERIFF shall promptly advise CITY in writing of the estimated costs of the services. Unless CITY disapproves in writing of an estimate provided by SHERIFF, SHERIFF shall provide such Additional Services to CITY and shall be reimbursed for the actual cost of providing the Additional Services subject to Section V.B.2. COUNTY shall delegate the authority to SHERIFF to approve additional services consistent with the intent of this provision.

4. Identification

COUNTY and CITY acknowledge and agree that it is impractical to specify in this Agreement each and every category of Additional Services that might be desired by CITY, and that the parties will reasonably cooperate in identifying and addressing such potential Additional Services within the scope of Law Enforcement Services.

H. Emergencies

1. General

Notwithstanding any other provisions of this Agreement, in the event of an emergency occurring within CITY, SHERIFF shall take any and all actions reasonably necessary or appropriate to respond to the emergency, to include appropriate referrals to, and coordination with, other law enforcement agencies.

2. Temporary Duties

SHERIFF's personnel assigned to perform services for CITY under this contract ("SHERIFF's contract city personnel") may be required to perform temporary duties outside the scope of this Agreement. For the purpose of this Agreement, "temporary duties" shall include, but not be limited to, assignments necessitated by a public safety emergency or other exigent circumstances required under "mutual aid" agreements.

3. Redeployment of Staff

During the period of any public safety emergency or exigent circumstance such as responding to mutual aid requests, SHERIFF's contract city personnel may be temporarily redeployed for emergency response. If reasonable and practical, SHERIFF shall notify the City Manager for the CITY and discuss the redeployment prior to reassignment. If the public safety emergency or exigent circumstance such as requests for mutual aid demand immediate redeployment, SHERIFF need not notify the City Manager in advance, but shall do so as soon as practical.

III. TERM OF AGREEMENT

A. Term

The term of this agreement shall commence at midnight July 1, 2022, and shall continue in effect through and terminate at midnight of June 30, 2027, subject to the termination provisions in Section III.B. below.

B. Termination

Notwithstanding any other section or provisions of this Agreement, either party hereto may terminate this Agreement by giving a one-year advance written notice of intention to terminate.

IV. STANDARDS OF SERVICE

A. Anticipated Service Outcome

The anticipated outcome of law enforcement services provided by COUNTY through SHERIFF to CITY under this Agreement is the provision of efficient and effective police protection and the performance of all duties as required by law or contract. These duties include patrol, traffic, general and specialized investigations, crime prevention, crime analysis, criminal intelligence, narcotics enforcement, emergency services, licensing, crime lab and communications.

B. Performance Standards

COUNTY through SHERIFF shall provide CITY with qualified personnel to meet the following performance standards and scope of service:

1. General

All SHERIFF personnel who provide municipal law enforcement services to CITY pursuant to this Agreement shall have met the minimum qualifications designated for their specific classification, including a background investigation.

2. Patrol Services

COUNTY through SHERIFF shall provide patrol law enforcement services. To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily provide enforcement of the California Penal Code, the California Vehicle Code, and pertinent regulatory ordinances as adopted by the City Council of CITY.

3. Traffic Services

COUNTY through SHERIFF shall provide traffic services. To the extent that such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily provide enforcement of the California Vehicle Code and pertinent traffic regulatory ordinances as adopted by the City Council of CITY, accident investigations, analysis of traffic related problems of CITY, and cooperate with various CITY departments to obtain solutions to the traffic problems of CITY.

4. Special Purpose Officers

COUNTY through SHERIFF shall provide problem solving services via the Special Purpose Officer (SPO). To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily be to identify and resolve problems of both a criminal and non-criminal nature for a designated geographic area through investigation, patrol support, coordination of departmental resources and cooperation with various CITY departments.

5. School Resource Officers

COUNTY through SHERIFF shall provide school resource services via the School Resource Officer (SRO). To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily provide enforcement and follow up investigation on school property for violations of the Penal Code of the State of California, the California Vehicle Code, and the California Education Code and cooperate with school administration, faculty, students, and parents to obtain solutions to problems of the school district. To the extent possible, the SRO will participate in positive student activities in the community to build trusting and respectful relationships with students, families, and staff. The SRO will collaborate with school-based community organizations, parent-teacher organizations, and student government to develop opportunities for

positive activities, such as mentoring programs, community coalitions or task forces.

6. **Community Service Officers**

COUNTY through SHERIFF shall provide community services via the Community Service Officer (CSO). To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily provide response/information to citizen inquiries, completion of minor reports, fingerprinting, traffic direction, parking enforcement, vehicle abatement, crime prevention education and enforcement of pertinent regulatory ordinances as adopted by the City Council of CITY.

7. **Detectives**

COUNTY through SHERIFF shall provide follow-up criminal investigative services via the Detective position. To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily be to investigate crime reports submitted by Patrol Officers, Community Service Officers, Special Purpose Officers or other personnel. Detectives are responsible for classifying and closing cases, identifying suspects, gathering evidence, making arrests, submitting cases for prosecution, and supporting said prosecution with needed supplemental investigation.

8. **Retired-Rehired Deputies**

COUNTY through SHERIFF shall, to the extent such personnel are available, make available Retired Deputies. Such Retired-Rehired Deputies are eligible for short-term assignments or assignments requiring specialized skills or knowledge on a temporary basis to CITY. Such Retired-Rehired Deputies are not available for routine Patrol, Traffic, Detective, or Special Purpose Officer services and are limited by State Law and Retirement System policy to working a maximum of 960 hours per fiscal year.

C. Assignment of Personnel

1. Sheriff's Responsibility

The management, direction, supervision and discipline of SHERIFF personnel, the standard of performance, and all other matters incident to the performance of services, shall be performed by and be the responsibility of COUNTY through SHERIFF in SHERIFF's sole but reasonable judgement and in accordance with the provisions of applicable labor agreements. SHERIFF shall be the appointing authority for all personnel provided to CITY and shall have complete discretion as to the assignment of all individual SHERIFF'S personnel under this Agreement.

2. Transfers and Selection of Station Commanders

SHERIFF will consult with CITY prior to reassignment of the station commander serving CITY and CITY will be afforded the opportunity to interview potential candidates prior to one being selected as the Station Commander of the station serving CITY. SHERIFF will solicit input from CITY when completing Station Commander's performance review. CITY and SHERIFF acknowledge that the length of assignment of the Station Commander serving CITY cannot be precisely defined; however, SHERIFF will endeavor to maintain the Station Commander serving the CITY in that assignment for 24 months.

3. Other Staff Assignments

If CITY has specific concerns regarding the actions of any deputy, agent or employee who performs Law Enforcement Services, CITY may address those concerns with the Station Commander serving CITY.

4. Liability for Payment of Wages

CITY shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to persons engaged in COUNTY's performance of this Agreement.

D. Staffing for Basic Services

COUNTY through SHERIFF shall staff CITY as described in Attachment B in order to provide Law Enforcement Services. SHERIFF shall ensure that adequate numbers of qualified SHERIFF personnel are provided to CITY at all times during the term of this Agreement to meet the Law Enforcement Services, Scope of Services and Standards of Service commitments set forth herein, at no less than the staffing and classification levels established in the most current Attachment B. SHERIFF shall use best efforts to fill CITY funded position vacancies within a reasonable period of time.

E. Changes in Staffing

CITY shall provide COUNTY through SHERIFF 60 days advance notice when requesting changes in staffing. If CITY and SHERIFF agree that changes to the staffing level for Law Enforcement Services are needed and/or agree that staff additions or deletions in CITY are necessary in order to provide adequate levels of Law Enforcement Services in the succeeding contract year, COUNTY shall provide an updated Attachment B to the CITY. The level of service shall not be changed without the mutual consent of the SHERIFF and CITY.

F. Vehicles, Equipment, and Supplies

COUNTY shall provide all supplies, equipment and materials required for performance of the required law enforcement services; except that the CITY shall, at its own expense, supply any special stationery, supplies, notices, or forms which are to be issued in the name of the CITY. COUNTY agrees to provide the standard equipment for CITY vehicles per Attachment E. All marked vehicles (black and white) will generally be replaced at 100,000 miles. Vans and sedans will generally be replaced at 100,000 miles. Motorcycles will be replaced as needed at COUNTY's discretion.

The name of the city and city seal will be included on the doors of patrol cars if requested by the CITY. The CITY shall provide their CITY decal in the size requested by the SHERIFF.

Subject to written approval of the SHERIFF or their designee, the CITY may purchase

equipment deemed necessary to facilitate program implementation or operation. If the COUNTY does not accept ownership of the equipment, the purchase price and all ongoing costs will be the responsibility of the CITY. If the COUNTY accepts in writing, such equipment becomes the property of the COUNTY, and the CITY shall be credited the total cost for the equipment. Total cost shall mean a value agreed upon between COUNTY and CITY at the time the transfer is made.

The cost of any vehicles that are leased or rented for the benefit of the CITY, shall be the CITY's responsibility.

G. Asset Ownership

1. Vehicles

Vehicle ownership will be retained by the entity (CITY or COUNTY) that purchased the vehicle and is currently carrying ownership via the vehicle registration.

2. Office Equipment

Office equipment (desks, chairs, computers, etc.) ownership will be retained by the entity (CITY or COUNTY) that purchased the equipment and is currently carrying ownership on the entity's inventory.

3. Safety Equipment

Safety equipment (firearms, uniforms, leather gear, etc.) ownership will be retained by the COUNTY.

4. Facilities

CITY shall retain ownership of facilities that CITY constructed for the purpose of use as a Sheriff's station. SHERIFF's payment to CITY is a lease payment only.

H. Memberships

1. For each year that this Agreement is in effect, CITY agrees to maintain its membership in the Automated Regional Justice Information System Joint Powers Agency (ARJIS).
2. For each year that this Agreement is in effect, CITY agrees to maintain its membership

in the Regional Communications System (RCS).

3. For each year that this Agreement is in effect, CITY agrees to maintain its participation in the California Identification System Remote Access Network (CAL-ID).

I. Contract Administration

1. County Representative

COUNTY designates SHERIFF or their designee to represent COUNTY in all matters pertaining to the administration of the Agreement.

2. City Representatives

CITY designates its City Manager or their designee to represent CITY in all matters pertaining to the administration of the Agreement.

3. Meetings between City and Sheriff

The Sheriff or their designee shall be available to confer with the City Manager or their designee whenever feasible, practical, and not in conflict with mandated duties and responsibilities. The Sheriff and/or Undersheriff and the Assistant Sheriff will meet with the City Managers as a group twice each year to discuss the law enforcement contract. CITY and COUNTY shall provide full cooperation and assistance of its officers, agents, and employees to each other in the performance of this contract.

4. Implementation of New Programs

The COUNTY will discuss the implementation of any new programs with the CITIES. The COUNTY will provide the justification and value to CITY for the program and estimates of the cost impact. Such programs, if resulting in additional costs to CITY will only be implemented after discussion with the CITY.

5. CLETAC

CITY, along with other cities within San Diego County entering into contracts for law enforcement services similar to this Agreement ("CITIES") shall maintain a Contract

Law Enforcement Technical Advisory Committee (CLETAC). The Law Enforcement Services Bureau Assistant Sheriff, Law Enforcement Commanders and Sheriff's Contracts Manager shall meet with the committee on at least a semi-annual basis to review contract administration including contract interpretation, costs, and liability. Additional meetings can be scheduled at the request of either party.

J. Audit and Inspection of Records

COUNTY agrees that records generated under this agreement shall be made available to CITY to audit and examine. CITY agrees that any such audit will be arranged by contacting the Sheriff's Contracts Manager in writing at least ten (10) working days prior to the commencement of the audit and shall be conducted during normal working hours. CITY through its City Manager shall have access to reports and other documents pertaining to this Agreement including statistical reports on crime rates, traffic incidents and calls for service within CITY.

K. Reporting Requirements

CITY will receive monthly reports that provide information with respect to staffing, crime statistics, traffic statistics, programs, and patrol activities.

V. COST OF SERVICES/CONSIDERATION

A. General

As full consideration for the satisfactory performance and completion by COUNTY through SHERIFF of the Law Enforcement Services set forth in this Agreement, CITY shall pay COUNTY for the services agreed to on the basis of invoices and submittals as set forth hereunder.

B. Personnel Costs

1. Law Enforcement Services

The cost of a Law Enforcement Services position includes amounts that compensate COUNTY for all absences due to compensatory time off, bereavement, family, injury,

military, sick leave, holidays, jury duty, leave without pay, related training, and vacation but does not provide coverage or include costs required to maintain coverage for Law Enforcement Services during such absences. If, however, there is an individual absence or vacancy of more than 60 calendar days, CITY is not required to compensate the COUNTY from the 61st day until the position is staffed/filled. In the event that a vacancy was created due to a promotion or competitive position, COUNTY is not required to credit CITY for such vacancy as these types of vacancies are considered to be a natural progression in SHERIFF personnel's career path.

2. Additional Services

CITY shall compensate COUNTY for Additional Services requested and approved by CITY in accordance with Section II.G, based upon the actual costs incurred by SHERIFF to provide those services.

C. Cost Model Components

1. Cost Model Development

A cost model including each station showing the direct, station support, space and overhead costs for both the CITY and COUNTY shall be developed.

2. Direct Staff Costs

CITY shall pay for direct staff, which includes:

- a) Deputies
- b) Detectives
- c) Sergeants
- d) Community Service Officers
- e) Vehicles
- f) Handheld Radios

3. Station Support Staff Costs

CITY shall pay for station support staff, which includes:

- a) Lieutenants
- b) Captains
- c) Administrative Secretary I & II
- d) Office Assistants
- e) Office Support Specialists
- f) Property & Evidence Specialists
- g) Sr. Office Assistants
- h) Stock Clerks

All Station Support costs shall be allocated between the COUNTY and the CITY (or CITIES) occupying the station based on their number of deputies, detectives, sergeants, and community services officers in that station.

4. Law Enforcement Direct Support Costs

CITY shall pay for law enforcement support, which includes:

- a) Crime Prevention Coordination
- b) Criminal Intelligence Detail
- c) Traffic Coordinator
- d) Family Protection Detail
- e) Central Operations Detail
- f) Elder Abuse Unit
- g) Domestic Violence Unit
- h) Homicide
- i) Communications Center
- j) Sheriff's Analysis Group
- k) Video Analysis Unit

- l) Law Enforcement Command
- m) Sheriff Fleet Allocation
- n) IT Outsourcing Allocation
- o) Facilities Allocation (Actual per Station)

All Law Enforcement Direct Support costs shall be allocated between the COUNTY and the CITY (or CITIES) occupying the station based on their number of deputies, detectives, sergeants, and community services officers in that station.

5. Overhead (Indirect Costs)

CITY shall pay for overhead (indirect costs), which includes:

- a) Budget & Revenue Management
- b) Financial Services
- c) Data Services
- d) Contracts Management
- e) Wireless Services Division
- f) Personnel
- g) Payroll
- h) External Costs- Cost Allocation Plan

All Overhead costs shall be allocated between the COUNTY and the CITY (or CITIES) occupying the station based on their number of deputies, detectives, sergeants, community services officers, and station support staff in that station.

6. Overhead Allocation Date

The staffing of each city on May 1st and any requested adjustments shall be used to allocate Station Support staff and apply Overhead, for contract year starting the following July 1st.

7. Staff Added After May 1st

For positions added after May 1st, the CITY will pay the direct cost of the added position, along with the current Fiscal Year Indirect Cost Rate Proposal (ICRP) applied to the Salaries and Benefits of the added position. The ICRP rate is developed by the Sheriff's Department each fiscal year. The methodology and rate are then approved by the County of San Diego's Auditor and Controller's office. If the start date of the newly added position is after the 1st of the month, the Salaries and Benefits will be pro-rated, and the ICRP will then be applied. The calculation for pro-rating the Salaries and Benefits of a position shall be the direct annual cost of the position multiplied by the number of days in the month since the position was added and then divided by 365 days.

8. Positions Deleted After May 1st

If a CITY deletes a position after May 1st, the City will be credited the pro-rated portion of the direct cost of the position, along with a credit for the Indirect Cost Rate Proposal (ICRP) applied to the Salaries and Benefits of the deleted position. The calculation for pro-rating the Salaries and Benefits of a position shall be the direct annual cost of the position multiplied by the number of days in the month since the position was deleted and then divided by 365 days.

D. Costs

1. Basis for Year One Direct and Station Support Staff Costs

The basis for year one Salaries and Benefits costs for Direct and Station Support Staff of this agreement is the cost of Direct Staff and Station Support Staff from year five of the previous contract (July 1, 2017 – June 30, 2022) with a 1% fixed price increase applied.

2. Fixed Cost Increase for Years Two Through Five

Cost increases for each CITY will be 1% in year two, 3.5% in year three,

3.5% in year four, and 3.5% in year five of this agreement. The CITIES will pay the applicable contract year's percentage increase regardless of the actual cost increase or decrease. Adjustments for any changes in the future contract year will be made after applying the fixed percentage increase.

E. Liability

1. Agreement Years One, Two, Three, Four and Five

The CITIES will pay a total of \$1,875,453 per year. This amount shall be allocated to each CITY based on the number of deputies, detectives, sergeants, community service officers, lieutenants, and captains assigned to the CITY.

2. Reopener

During year three of this agreement, either party may request a meeting to discuss liability costs. All changes require the consent of both parties.

F. Rate of Compensation

1. First Year

For the first year of this Agreement, CITY will compensate COUNTY for provision of the Law Enforcement Services in an amount equal to the fiscal year base amount set forth in Attachment B effective July 1, 2022. Included in this amount will be a liability cost as set forth in Section V.E. In addition to the charges for Law Enforcement Services, CITY will compensate COUNTY for Additional Services as set forth in Section V.B.2, above.

2. Subsequent Years

a. Cost Detail

By April 1st of each year, SHERIFF shall provide CITY with service costs for the upcoming fiscal year (July 1 through June 30). The cost

for services provided by SHERIFF shall be based upon the agreed fixed price increase for the respective agreement year, as defined in Section V.D.2 of this agreement. SHERIFF will provide CITY with a current Attachment A that reflects the new fiscal year service costs.

b. Level of Service

By May 1st of each year, CITY shall determine the level of Law Enforcement Services as defined in Section IV.B required within CITY for the upcoming fiscal year (July 1 through June 30).

SHERIFF will be responsible for setting minimum staffing levels for each CITY to ensure both deputy and public safety.

At a minimum, such service shall include the availability of one continuous twenty-four hour per day patrol unit and one continuously available eight and one-half hour, seven days a week, traffic unit.

c. Updated Total Cost for Requested Level of Service

By June 1st of each year, COUNTY shall prepare an updated Attachment B, based upon the level of service for the upcoming fiscal year (July 1 through June 30) and the total cost of such services as determined in accordance with Section V.C and V.D, above. Attachment B shall be effective July 1st and shall be made a part of this Agreement. CITY shall compensate COUNTY as set forth in Attachment B including any mid-year adjustments as defined in section V.G below, and shall also compensate COUNTY for Additional Services as set forth in Section V.B.2, above.

d. Mandated Costs

CITY shall pay all costs which are mandatory as of the effective date

of this agreement for any law enforcement agency to pay pursuant to state or federal statute or case law, if such costs are not included in the agreed-to costs stated in Attachment B. Further, CITY shall pay any mandatory costs that shall become operational during the term of this Agreement.

G. Mid-Year Adjustments to Basic Services

With 30 days advance notice, either party may propose amendments or modifications to this Agreement. Such changes, including any increase or decrease in the level of service, which are mutually agreed upon by and between COUNTY and CITY shall be effective when incorporated in a revised Attachment B and approved by both the COUNTY through the SHERIFF and CITY.

H. Method of Payment, Proportional Payment, Credits

1. Monthly Invoices

COUNTY shall invoice CITY monthly for services received (1/12 of annual costs). CITY, within 30 days from the date of the invoice, shall pay to the County Treasurer, through the SHERIFF at 9621 Ridgehaven Court, San Diego, CA 92123, for costs of the services agreed upon as reflected in Attachment B.

2. Billing for Additional Services

Additional Services that have been agreed to by the parties and provided by SHERIFF to CITY, shall be billed in addition to those listed above. CITY agrees to pay the actual cost of such services so requested.

3. Credits

a. Vacancies and Absences

SHERIFF will provide CITY a credit for any individual absence or vacancy extending beyond 60 calendar days, as outlined in section V.B.1 above. SHERIFF will deduct the amount of the credit from the total

amount billed on the CITY's monthly invoice.

b. Towing Fees

CITY shall be given credit for towing fees collected under California Vehicle Code section 22850.5. The monthly towing fees will be deducted from the CITY's monthly invoice.

I. Booking Fees/Jail Access Fee

Effective July 1, 2007, in lieu of charging CITY booking fees, COUNTY will receive an annual appropriation from the State. COUNTY may charge a "jail access fee" for certain low-level offenses (municipal code violations and misdemeanor violations except driving under the influence, domestic violence offenses, and enforcement of protective orders), for each booking in excess of CITY's three-year average of such bookings (recalculated annually). In the event that the State reduces its annual appropriation, COUNTY may reinstate booking fee in accordance with Government Code sections 29550-29552.

J. Distribution of Fines and Forfeitures

All personnel provided by SHERIFF in the performance of the services of this Agreement for CITY shall be COUNTY officers and employees, but shall be deemed officers and employees of CITY for the sole purpose of distributing fines and forfeitures pursuant to Penal Code section 1463.

K. Forfeited Property and Assets

Any property retrieved in CITY by SHERIFF'S personnel such as unclaimed stolen goods or revenue generated by the sale of such property by COUNTY shall be made available to CITY net of allowable expenses, at first option to retain for CITY purposes. Assets seized through the Asset Forfeiture process by SHERIFF's personnel within CITY as a result of self-initiated activities or calls for service shall be shared with CITY according to current Federal Asset Seizure

Guidelines.

L. Availability of Funding

All terms and conditions of this Agreement are subject to the continued appropriations and availability of funds for either party for the performance of the services stated herein.

VI. DEFENSE AND INDEMNIFICATION

A. Indemnification Related to Workers' Compensation and Employment Issues

COUNTY shall fully indemnify and hold harmless CITY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorney's fees and court costs or arbitration costs), costs, damages, or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of COUNTY or any contract labor provider retained by COUNTY, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status or employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of COUNTY or any contract labor provider retained by COUNTY.

CITY shall fully indemnify and hold harmless COUNTY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorney's fees and court costs or arbitration costs), costs, damages, or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of CITY or any contract labor provider retained by CITY, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is

brought by an employee of CITY or any contract labor provider retained by CITY.

B. Defense and Indemnity; Acts and Omissions

1. Claims, Actions or Proceedings Arising From Acts or Omissions of COUNTY

COUNTY hereby agrees to defend and indemnify the CITY, its agents, officers, and employees, from any claim, action or proceeding against CITY, arising out of the acts or omissions of COUNTY in the performance of this Agreement, only where asserted CITY liability is based solely on all of the following three circumstances:

- (1) The incident giving rise to the claim or suit arose out of the CITY's contractual relationship with COUNTY under this Agreement;
- (2) The incident giving rise to the claim or suit is alleged to have occurred within the boundaries of CITY and there is no “dangerous condition” allegation against the CITY; and
- (3) The conduct alleged to be that of the CITY is, in fact, COUNTY conduct.

At its sole discretion, CITY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. CITY shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.

2. Claims, Actions or Proceedings Arising From Acts or Omission of CITY

CITY hereby agrees to defend and indemnify the COUNTY, its agents, officers, and employees, from any claim, action or proceeding against COUNTY, arising out of the acts or omissions of CITY in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve CITY of any obligation imposed by this Agreement. COUNTY shall notify CITY promptly of any claim, action or proceeding and cooperate fully in the defense.

3. Claims, Actions or Proceedings Arising From Concurrent Acts or Omissions

COUNTY hereby agrees to defend itself, and CITY hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and CITY. In such cases, COUNTY and CITY agree to retain their own

legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in section VI.B.5 below (referring to joint defense agreements and reimbursement and/or reallocation).

4. Claims Investigation and Procedure for Determination of Duty to Defend and Indemnify

If the COUNTY and/or CITY receive a claim or claims containing a description of circumstances, and/or are served with a complaint containing allegations, that the actions and/or omissions of the COUNTY and CITY in the performance of this Agreement contributed to the injuries and/or damages alleged in the complaint, the COUNTY shall look beyond the mere description of circumstances or allegations to determine whether CITY acts, omissions or dangerous conditions of CITY property may have contributed to the injuries and/or damages alleged in the complaint, notwithstanding the allegations. The COUNTY, consistent with its long-standing practice, shall review the information in any COUNTY claims file, including investigative materials of the factual circumstances underlying the complaint's allegations and/or available law enforcement agency incident reports. If the COUNTY review determines that there are no facts supporting any viable theory of liability alleged in the complaint against the CITY, the COUNTY shall defend and indemnify the CITY pursuant to the provisions in section VI.B.1 above. However, if as result of the COUNTY review, there appears to be a reasonable basis for concluding that CITY acts, omissions or dangerous conditions of CITY property may have contributed to the injuries and/or damages alleged in the complaint, COUNTY shall, as soon as practicable contact the appropriate CITY representative to discuss COUNTY's findings. If, after the discussion with CITY representative, the COUNTY is convinced that CITY was not involved, the COUNTY shall defend and indemnify the CITY pursuant to the provisions in section VI.B.1, above. However, if there continues to appear to be a

reasonable basis for concluding that CITY acts, omissions or dangerous conditions of CITY property may have contributed to the plaintiff's injuries and/or damages alleged in the complaint, the COUNTY will notify CITY that the COUNTY, pursuant to the provisions of this Agreement, is not obligated to defend and indemnify CITY under section VI.B.4a, above. When the COUNTY defends a claims or suit pursuant to section VI.B.1, above, the CITY shall cooperate with COUNTY in the defense of the action of claim.

5. Joint Defense

Notwithstanding section VI.B.4 above, in cases where COUNTY and CITY agree in writing to a joint defense, COUNTY and CITY may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of CITY and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and CITY. COUNTY and CITY agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows: COUNTY and CITY further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and CITY. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of the parties, COUNTY and CITY may seek reimbursement and/or reallocation of defense costs, judgements and awards, consistent with such comparative fault.

VII. GENERAL PROVISIONS

A. Independent Contractor Status

In the performance of services under this Agreement, COUNTY and their respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents, or employees of CITY. All such personnel provided by COUNTY under this Agreement are under the direct and exclusive supervision, daily direction, and control of COUNTY and COUNTY assumes full responsibility for the actions of such personnel in the performance of

services hereunder.

CITY and COUNTY acknowledge and agree that CITY does not control the manner and means of performing the work of COUNTY's officers, agents, or employees who perform Law Enforcement Services, and that CITY does not have the right or authority to hire, discipline or terminate such officers, agents, or employees. COUNTY has no authority of any kind to bind CITY, and CITY has no authority to bind COUNTY and/or SHERIFF in any respect whatsoever, nor shall COUNTY or SHERIFF act or attempt to act or represent itself directly or by implication as an agent of CITY, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of CITY. CITY shall not act or attempt to act or represent itself directly or by implication as an agent of COUNTY, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of COUNTY.

B. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:

To COUNTY and SHERIFF:

Sheriff's Contracts Manager
PO Box 439062
9621 Ridgehaven Ct
San Diego, CA 92123

To: CITY

City Manager
City of Solana Beach
635 South Highway 101
Solana Beach, CA 92075

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or

two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

C. Time of the Essence

Time is of the essence of this Agreement. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to business days, not to include COUNTY and CITY holidays.

D. Amendments

This Agreement may be modified or amended only by a written document signed by both COUNTY through SHERIFF and CITY. No oral understanding or agreement shall be binding on the parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.

E. Entire Agreement

This Agreement, including all Attachments hereto, constitute the complete and exclusive statement of agreement between COUNTY and CITY with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded in total by this Agreement.

F. Construction

Each party has had the opportunity to participate in the review of this Agreement and this Agreement will be deemed to have been made and shall be construed, interpreted, governed, and enforced pursuant to and in accordance with the laws of the State of California. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the Agreement and shall not be construed against any one party. Each of the Attachments to this Agreement are hereby incorporated into this Agreement by this reference.

G. No Third-Party Beneficiaries

This Agreement is intended solely for the benefit of the COUNTY and the CITY. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

H. Waiver

A waiver by COUNTY of a breach of any of the covenants to be performed by CITY, or a waiver by CITY of a breach of any of the covenants to be performed by COUNTY, shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. In addition, the failure of either party to insist upon strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by COUNTY or CITY of either performance or payment shall not be considered a waiver of the other party's preceding breach of this Agreement.

I. Authority to Enter Agreement

COUNTY and CITY each has all requisite power and authority to conduct its respective business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

J. Cooperation

COUNTY through SHERIFF and CITY will cooperate in good faith to implement this Agreement.

K. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

L. Severability

This Agreement is subject to all applicable laws and regulations. If any provision of this

Agreement is found by any court or other legal authority, or is agreed upon by the parties, to be in conflict with any law or regulation, then the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of this Agreement to either party is lost, then the Agreement may be terminated at the option of the affected party, with the notice as required in this Agreement. In all other cases, the remainder of this Agreement shall be severable and shall continue in full force and effect.

M. Representation

CITY's City Manager, or their designee, shall represent CITY in all discussions pertaining to this Agreement. Sheriff, or their designee, shall represent COUNTY in all discussions pertaining to this Agreement.

N. Job Actions

In the event of a work slowdown, strike, or any other form of job action by those individuals assigned to perform CITY Law Enforcement Services, COUNTY through SHERIFF agrees to provide only that minimal level of service agreed to by CITY and COUNTY, and CITY shall have no responsibility for the cost of SHERIFF's Law Enforcement Services personnel who withhold Law Enforcement Services to CITY under those circumstances.

O. Dispute Resolution Concerning Services and Payment

In the event of any dispute concerning services and payment arising from this Agreement, the Assistant Sheriff of the Law Enforcement Services Bureau and Sheriff's Contracts Manager, or their designees, and CITY's City Manager, or their designee, will meet and confer within ten (10) business days after receiving notice of the dispute in an attempt to resolve the dispute. In the event no agreement can be reached, the Sheriff, or their designee, and the CITY's City Manager, or their designee, shall meet to discuss resolution of said dispute.

P. Obligation

This AGREEMENT shall be binding upon the successors of the members of the City Council,

the Mayor and the City Manager of CITY, and the members of the COUNTY Board of Supervisors and the SHERIFF.

IN WITNESS WHEREOF, the CITY, by resolution duly adopted by its City Council on March 23, 2022, has approved the execution of this contract by its City Manager, and the COUNTY, by order of its Board of Supervisors January 25, 2022, has approved the execution of this contract on the ___ Day of _____, 2022.

CITY

COUNTY OF SAN DIEGO

City Manager

Clerk of the Board of Supervisors

Approved by City Council

Approved by Board of Supervisors

Action_____

Action_____

Date_____

Date_____

By:_____

By:_____

Approved as to form and legality

Approved as to form and legality

By:_____
City Attorney

By:_____
County Counsel

Date_____

Date_____

ATTACHMENTS TO THIS AGREEMENT

- A: Services Cost
- B: City Costs
- C: Overhead Cost Detail
- D: Liability Fund History
- E: Standardized Equipment List

ATTACHMENT A

CONTRACT LAW ENFORCEMENT PROGRAM

**SERVICE COSTS
FY22-23**

SERVICE CATEGORY	SALARY & BENEFITS (Prorate if partial year)	START UP COSTS (Full)	RADIO REPLACEMENT (Prorate if partial year)
STAFF:			
Deputy Patrol	\$218,638.52	\$24,308.00	\$627.14
Deputy Traffic	\$218,638.52	\$24,308.00	\$627.14
Deputy Motor	\$233,892.37	\$24,308.00	\$627.14
Deputy SPO	\$218,638.52	\$24,308.00	\$627.14
Detective	\$228,807.75	\$24,308.00	\$627.14
CSO	\$95,743.97	\$13,948.00	\$627.14
 Sergeant	 \$282,742.95	 \$24,308.00	 \$627.14
 Lieutenants	 \$298,985.45	 \$24,308.00	 \$627.14
Captains	\$348,008.22	\$24,308.00	\$627.14
 Admin Sec II	 \$103,933.48	 \$8,749.00	 \$0.00
Admin Sec I	\$88,265.16	\$8,749.00	\$0.00
Office Assistant	\$83,056.40	\$8,749.00	\$0.00
Office Support Specialist	\$100,165.83	\$8,749.00	\$0.00
Sr. Office Assistant	\$98,016.65	\$8,749.00	\$0.00
Sheriff's Prop & Evid Spec I	\$86,292.01	\$8,749.00	\$0.00
Dept. Aide	\$58,531.22	\$8,749.00	\$0.00
Crime & Intelligence Analyst	\$158,137.43	\$8,749.00	\$0.00
 Rehire (960 program) per hour	 \$40.00		

AUTO:	Ongoing Cost Per Auto (Prorate if partial year)
Patrol Sedan B/W	\$31,631.69
Patrol 4x4 B/W	\$38,101.95
 Traffic Sedan B/W	 \$31,631.69
Motorcycle	\$15,017.72
 Management Sedan	 \$14,151.45
 Detective Sedan & Det. Supervisor	 \$10,660.00
 SPO - Sedan 4 Dr	 \$10,660.00
SPO - Van	\$16,193.73
SPO - B&W	\$31,631.69
 CSO - Sedan 4 Dr	 \$10,660.00
CSO - Van	\$9,920.79

ATTACHMENT C

**OVERHEAD COST DETAIL SHEET
FY2022/2023**

	DEPUTY SHERIFF & SERGEANT	COMMUNITY SERVICE OFFICER
Station Support Staff	Direct Charge Now	Direct Charge Now
Ancillary Support		
Communications Ctr	\$ 18,836.93	\$ 9,418.47
Reserves	\$ -	\$ -
Crime Prevention	\$ 2,241.31	\$ 1,120.66
Crime Analysis	\$ 588.70	\$ 294.35
Traffic Coordinator	\$ 540.11	\$ 270.06
Juvenile Intervention	\$ 3,290.04	\$ 1,645.02
Family Protection	\$ 4,631.72	\$ 2,315.86
Financial Crimes	\$ 3,377.54	\$ 1,688.77
Domestic Violence	\$ 1,572.21	\$ 786.10
Homicide	\$ 4,717.69	\$ 2,358.85
Total	\$ 39,796.25	\$ 19,898.14
Supplies		
Station	Direct Charge Now	Direct Charge Now
Support Other	\$ 2,394.66	\$ 1,197.33
Total	\$ 2,394.66	\$ 1,197.33
Space Cost		
Space	Direct Charge Now	Direct Charge Now
Total	\$ -	\$ -
Management Support		
Admin	\$ 1,763.91	\$ 881.96
Fiscal	\$ 1,935.08	\$ 967.54
Personnel	\$ 3,212.05	\$ 1,606.03
Data Services	\$ 1,704.31	\$ 852.15
Other	\$ 2,301.81	\$ 1,150.91
Total	\$ 10,917.16	\$ 5,458.59
Grand Total	\$ 53,108.07	\$ 26,554.06

Note:

Deputy, Detective, CSO, Sergeant, Station Staff, Station Supplies, Space & Vehicles are calculated directly per station.

ATTACHMENT D

LIABILITY FUND HISTORY

	AMOUNT
Beginning Balance	862,445.74
FY 2012/2013	258,994.88
FY 2013/2014	15,350.61
FY 2014/2015	60,289.48
FY 2015/2016	(635,636.98)
FY 2016/2017	(3,361,519.58)
FY 2017/2018	(415,590.54)
FY 2018/2019	(76,889.66)
FY 2019/2020	(181,243.76)
FY 2020/2021	(1,830,471.74)
FY2021/2022*	<u>662,121.58</u>
Total	<u><u>(4,642,149.97)</u></u>

**Data as of Q1, FY21-22 ONLY*

ATTACHMENT E

STANDARDIZED EQUIPMENT LIST

PATROL STATIONS

VHF Mobile radio

Vehicle Type	Mobile Radio	Handitalk Radio	VHF Mobile Radio	MCT's (1)	VRM Modems	AVL (2)	Light Siren	Plastic Rear Seat	Radar	Push Bar	Gunlock	Winch	Screen
Patrol Sedan	x	x		x	x	x	x	x		x	x		x
Patrol 4X4 (Expedition)	x	x	x	x	x	x	x			x	x	x	x
Patrol 4X4 (Pick Up)	x	x		x	x	x	x			x	x	x	x
Traffic Sedan	x	x		x	x	x	x	x	x	x	x		x
Traffic Motorcycle	x	x							x				
Detective (4-Door)	x	x											
Detective (2-Door)	x	x											
Detective (Black & white)	x	x		x	x	x	x			x	x		x
Detective (Van)	x	x											
CSO (Van)	x	x		x	x		x (3)						
Supervisory Sedan	x	x		No*				x					

(1) Mobile Computer Terminals - purchased by Communication Center.

(2) Auto Vehicle Locator

(3) Amber warning light in rear deck.



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: March 23, 2022
ORIGINATING DEPT: City Clerk's Office
SUBJECT: **Parks and Recreation Commission Appointment**

BACKGROUND:

This item is before the City Council to discuss and appoint a community member to serve on the Parks and Recreation Commission filling one of two vacancies that were not filled at the annual appointments in January.

All appointments to Citizen Commissions are conducted in accordance with Council Policy No. 5 - *Appointment of Citizens to Boards, Commissions, Committees, and Task Forces* (Attachment 1) - and all persons interested in serving on the City's Citizen Commissions are required to "complete and file ... a *Citizen Interest Form (application)*," with the required references, and submit it to the City Clerk for formal application processing. The Application/Citizen Interest Form is available year-round at the City Clerk's Office and on the City's website. The Parks and Recreation Commission's appointments are made by Council-at-large. A majority vote of the City Council is required for appointment.

DISCUSSION:

Noticing

Following the annual vacancy appointments made on January 26, 2022, one of the three vacancies was filled on the Parks and Recreation Commission leaving two vacancies remaining. On January 27, 2022, the City Clerk posted a Notice of Vacancy (Attachment 2) for two positions on the Parks and Commission, per California Government Code Section 54974(a), with a deadline of March 15, 2022, in an effort to refill the positions and bring the Commission to full membership as quickly as possible. By the March 15th deadline, one application (Attachment 3) was received. As in the past, if applications are received after the deadline, they will not be forwarded to Council for consideration, as directed by Council in January 2019 to no longer consider late applications.

Recruitment notices were posted on the City's Official bulletin board and the City's website, e-blast notices were sent out, and past applicants were notified.

Member Requirements

CITY COUNCIL ACTION: _____

SBMC Section 2.72 outlines some of the duties of the Commission; however, there are other duties and assignments provided in relation to various opportunities and issues that occur throughout the year. To carry out the Commission's work, SBMC Section 2.60.010 outlines the requirements of meeting attendance. As a legislative body, like the City Council, Citizen Commissions are required to fulfill a responsibility of participating in each meeting for all matters brought before the Commission. In addition, the Commission Handbook, provided to each appointed/re-appointed member, and posted online, provides various other requirements, regulations, guidelines, and procedures for Commission members.

Member Appointment

The official start date of the appointed Commission members takes effect once the official oath is administered by the City Clerk. The swear-in may take place before or at the first meeting of the Commission. The official oath is required in order to begin participating in Commission business.

FISCAL IMPACT: N/A

WORKPLAN: N/A

OPTIONS:

- Make appointment to the Parks and Recreation Commission.
- Provide alternative direction.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council consider the application submitted and make an appointment to one of the two vacancies on the Parks and Recreation Commission with a term ending January 2024.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gregory Wade, City Manager

Attachments:

1. Council Policy No. 5
2. Vacancy Notice
3. List of Applicants
4. Applications

CITY OF SOLANA BEACH	Policy No. 5
COUNCIL POLICY	Adopted: May 15, 1989 Revised: January 23, 2008 by Resolution 2008-23
GENERAL SUBJECT: Citizen Boards, Commissions & Committees	
SPECIFIC SUBJECT: Appointments of Citizens to Boards, Commissions, Committees and Task Forces.	

PURPOSE:

The purpose of this policy is to establish a consistent process and procedure for appointments to City sponsored Citizen Boards, Commissions, Committees and Task Forces.

POLICY STATEMENT:

Appointments to Citizen Boards, Commissions, Committees and Task Forces are made in accordance with the municipal code and/or specific guideline, as provided, to provide consistency.

POLICY PROCEDURES:

1. All private citizens interested in serving on any Board, Commission, Committee or Task Force or similar group must complete and file with the City Clerk a Citizen Interest Form (application) which may be obtained from the City Clerk's office.
2. Nominations
Councilmembers may nominate private citizens for appointment subject to ratification by a majority of the City Council. Such ratification shall take place at a regular City Council meeting and a duly docketed agenda item.
3. Appointment Protocol
 - a. Appointments will be made in accordance with municipal code requirements. For example, the municipal code may require that a Commission have five positions appointed by individual Councilmembers.
 - b. Appointments that are not outlined in the municipal code and are at-large appointment positions may be nominated by any Councilmember. In the event of multiple appointments, appointments may be divided among individual Councilmembers to share the appointment responsibilities. If the appointments are

shared, it will be for that one time and will not be construed as official individual appointments that would carry forward.

- c. The decision to proceed with an individual appointment alternative for at-large positions will be subject to majority vote of the City Council with such vote taking place at a regular City Council Meeting.

4. Appointments to Outside Agencies

When the City is asked by an outside agency to recommend a private citizen to serve on a Board, Commission, Committee or Task Force or similar group, such recommendation shall be made by the Council and approved by a majority vote of the City Council.



PUBLIC NOTICE

CITY'S CITIZEN COMMISSION POSITION OPENINGS

CITY OF SOLANA BEACH VOLUNTEERS SERVING ON BEHALF OF THE CITY COUNCIL

Applications are being accepted through **Tuesday, March 15, 2022, 5:30 p.m.**
City Council is scheduled to make appointments at the March 23, 2022 City Council Meeting.

PARKS & RECREATION: *Two vacancies – terms will expire January 2024*
This Commission participates in reviewing certain matters regarding the City's parks, programs, and conducts certain City events.

Regular Meeting Schedule: 2nd Thursday of each month at 4:00 p.m.

Composition: 7 members who are all appointed by the Council At-large.

Position's Requirements: At least 18 yrs. old * Resident of the City.



Parks & Recreation

❖ See the City's website for more meeting information, meeting agendas, members, and further information. ❖

[Citizen Interest Forms](#) (Applications) and additional information on the Commissions can be found on the City's website at www.cityofsolanabeach.org (Left tabs: City Government, City Clerk, Citizen Committees) OR at City Hall, 635 S. Highway 101, Solana Beach, (858) 720-2400. Please contact the City Clerk with any questions regarding the recruitment/appointment process.

ATTACHMENT 2

**City of Solana Beach
Citizen Commission Member
Appointment by City Council**

**Application Status
Deadline March 15th 5:30 p.m.**

List of Applicants

PARKS & RECREATION COMMISSION

Applicant	Application Received
Michele Jaffee	3-15-22

APPLICATIONS

This Attachment is not posted online but is available by contacting the City Clerk's Office.



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: March 23, 2022
ORIGINATING DEPT: Community Development Department
SUBJECT: **Public Hearing: Request for a Development Review Permit to Conduct Grading in Excess of 100 Cubic Yards and Perform Associated Site Improvements on a Lot with an Existing One-Story Single-Family Residence with an Attached, Partially Subterranean Garage at [REDACTED], Solana Beach (Case # DRP21-024; Applicants: [REDACTED] & [REDACTED]; APN: 298-142-12; Resolution 2022-026)**

BACKGROUND:

The Applicants, [REDACTED] and [REDACTED], are requesting City Council (Council) approval of a Development Review Permit (DRP) to conduct grading in excess of 100 cubic yards on a lot with an existing single-family residence with an attached, partially subterranean, garage. The 7,812 square-foot lot is located at [REDACTED] and is within both the Low-Medium Residential (LMR) Zone and Scaled Residential Overlay Zone (SROZ).

The Applicants propose grading in the amounts of 159 cubic yards of cut, 4 cubic yards of fill, and 5 cubic yards of excavation for retaining wall footings. The total aggregate grading quantity would be 168 cubic yards. The project requires a DRP for aggregate grading in excess of 100 cubic yards.

The issue before the Council is whether to approve, approve with conditions, or deny the Applicants' request as contained in Resolution 2022-026 (Attachment 1).

DISCUSSION:

The subject property is located on the east side of [REDACTED] just south of Lynwood Avenue. The 7,812 square-foot lot is rectangular in shape, fronting on [REDACTED] to the west, with residential properties to the north, east and south.

CITY COUNCIL ACTION:

The topography of the project site slopes upward from the street with an average lot slope of 12 percent. The elevation at the front property line along [REDACTED] [REDACTED] is at approximately 197 MSL and the rear property line is at approximately 207 MSL which results in a change in elevation of approximately 10 feet. The rectangular lot has 120-foot side property lines and 65-foot front and rear property lines. The lot is currently developed with a one-story, single-family residence with an attached, partially subterranean, two-car garage that is accessed from [REDACTED] [REDACTED] along the southwest side of the lot. The Applicants propose to lower the grade of the rear yard and build site walls in preparation for a future pool.

The rear yard is currently developed with a concrete patio area at the same grade elevation as the residence, and a grass yard that is approximately three (3) feet higher than the patio. The grass yard area extends to the rear property line, is surrounded by retaining walls on the west side and is accessed by on-grade stairs. The project plans are provided in Attachment 2.

Table 1 (on the following page) provides a comparison of the zoning regulations with the Applicants' proposed design.

Table 1	
LOT INFORMATION	
Property Address: [REDACTED]	Zoning Designation: LMR (4 du/ac)
Lot Size (Net): 7,812 ft ²	# of Units Allowed: 1 Dwelling Unit
Zone: LMR	# of Units Existing: 1 Dwelling Unit
Overlay Zone(s): SROZ	Setbacks: Required Front (W) 25 ft. Interior Side (N) 5 ft. Interior Side (S) 5 ft. Rear (E) 25 ft. As proposed, the project meets the required setbacks for the zone.
PROPOSED PROJECT INFORMATION	
Required Permits:	
DRP: A DRP is required for grading in excess of 100 cubic yards (aggregate)	
Proposed Grading: Cut: 164 cubic yards Fill: 4 cubic yards Export: 160 cubic yards Aggregate Grading Quantity: 168 cubic yards	
Existing Parking: 2-Car Attached, partially subterranean garage Proposed Fences and Walls: Yes	Existing Development: One-story, single-family residence with an attached, partially subterranean garage

Development Review Permit Compliance (SBMC Section 17.68.40):

A DRP is required because the proposal includes an aggregate grading quantity that would exceed 100 cubic yards. In addition to meeting the 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 reference to recommended conditions of approval contained in Resolution 2022-026. 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 this title, 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 Applicants obtaining the required permit or approval from the other agency.

If any of 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 subject site is located within the Low-Medium Residential (LMR) 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 2,802 square-foot one-story, single-family residence and a 1,018 square-foot attached, partially subterranean, two-car garage, 145 square feet of which is counted towards floor area. The Applicants propose grading and retaining walls for yard improvements, including a future pool, in the back yard.

As designed, the project is consistent with the permitted uses for the LMR Zone as described in Solana Beach Municipal Code (SBMC) Sections 17.20.010 and 17.12.020, which permits one single-family residence. The property is designated Low-Medium Density Residential in the General Plan and intended for single-family residential development with a maximum density of four (4) 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. As a condition of project approval, the Applicants 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.

Building and Structure Placement:

The site is currently developed with a 2,802 square-foot, single-story residence, with a 1,018 square-foot attached, partially subterranean, garage. No changes to the existing residence or garage are proposed.

The LMR Zone requires 25-foot front- and rear-yard setbacks, and a 5-foot interior side-yard setback. The proposed project, as designed, meets the minimum required street-side, interior-side and rear-yard setbacks.

Fences, Walls and Retaining Walls:

The Applicants propose to construct new retaining walls within the required interior side and rear yards. Per SBMC 17.20.040(O) and 17.60.070(C) and (D), fences and walls within the interior and rear yards shall not exceed six (6) feet in height except for an additional two (2) feet of fence height (to a maximum total height of eight feet) provided the additional two (2) feet of fence is at least 50 percent open to light and air. The retaining walls are proposed to be located within the interior side and rear yard setbacks and would be approximately three (3) feet in height. The existing 5-foot perimeter fence along the side property lines is proposed to remain. The existing 6-foot rock retaining wall along the rear property line is proposed to remain. If the Applicants decide to modify any of the design of the proposed fences and walls or construct additional fences and walls, a

condition of project approval indicates that they would be required to comply with SBMC 17.20.040(O) and 17.60.070(C) and (D).

Landscape:

The project is not subject to the water efficient landscaping regulations of SBMC Chapter 17.56. According to SBMC Section 17.56.040, the regulations apply to modified irrigated landscaped areas that exceed 2,500 square feet. The proposed project includes 795 square feet of new irrigated landscape; therefore, it does not require a landscape review.

Parking:

SBMC Section 17.52.040 and the Off-Street Parking Design Manual require two (2) parking spaces for a single-family residence. Required parking is currently provided in the existing attached, partially subterranean, garage. No changes are proposed to the existing garage; therefore, the proposed project would be in compliance with the parking standards.

Grading:

The Applicants propose to lower the existing grade (~207 MSL) east of the residence and patio area approximately three (3) feet to meet the grade of the existing patio (~203 MSL). New retaining walls are proposed within the required interior-side and rear yards.

The proposed grading quantities include 159 cubic yards of cut, 4 cubic yards of fill, and 5 cubic yards of excavation for footings, for a total aggregate grading quantity of 168 cubic yards. The Applicants propose 160 cubic yards of export.

Lighting:

A condition of project approval requires 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 grading for a residential use; therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040.

Property Frontage & Public Right-of-Way Improvements:

The existing property frontage is improved with a concrete mountable curb and gutter. The area between the concrete curb & property line consists of a gravel area. If approved, the Applicants will be required to replace the gravel area with decomposed granite (D.G.) along the entire property frontage.

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 March 10, 2022. 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 Section 15303 of the State CEQA Guidelines. Section 15303 is a Class 3 exemption for new construction or the conversion of small 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

WORKPLAN: N/A

OPTIONS:

- Approve Staff recommendation adopting the attached Resolution 2022-026.
- Approve Staff recommendation subject to additional specific conditions necessary for the City Council to make all required findings for the approval of a DRP.
- Deny the project if all required findings for the DRP cannot be made.

DEPARTMENT RECOMMENDATION:


The proposed project could be found to be consistent with the General Plan and the SBMC and could be found, as conditioned, to meet the discretionary findings required as discussed in this report to approve a DRP. 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 2022-026 conditionally approving a DRP to conduct grading in excess of 100 cubic yards and perform associated site improvements on a lot with an

existing one-story single-family residence, with an attached, partially subterranean garage at [REDACTED], Solana Beach.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2022-026
2. Project Plans

RESOLUTION 2022-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A DEVELOPMENT REVIEW PERMIT TO CONDUCT GRADING IN EXCESS OF 100 CUBIC YARDS AND PERFORM ASSOCIATED SITE IMPROVEMENTS ON A LOT WITH AN EXISTING ONE-STORY SINGLE-FAMILY RESIDENCE WITH AN ATTACHED, PARTIALLY SUBTERRANEAN, GARAGE AT [REDACTED], SOLANA BEACH

APPLICANTS: [REDACTED] and [REDACTED]

CASE NO.: DRP 21-024

WHEREAS, [REDACTED] and [REDACTED] (hereinafter referred to as “Applicants”) have submitted an application for a Development Review Permit (DRP) pursuant to Title 17 (Zoning), of the Solana Beach Municipal Code (SBMC); and

WHEREAS, a properly noticed public hearing was conducted in accordance with the provisions of Solana Beach Municipal Code Section 17.72.030; and

WHEREAS, at the public hearing on March 23, 2022, the City Council received and considered evidence concerning the proposed application; 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:

1. That the foregoing recitations are true and correct and incorporated herein as findings.
2. That the project is exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines.
3. That the request is for a DRP to conduct grading in excess of 100 cubic yards on a lot with an existing single-family residence with an attached, partially subterranean garage. The 7,812 square-foot lot is located at [REDACTED] and is within both the Low-Medium Residential (LMR) Zone and Scaled Residential Overlay Zone (SROZ) is conditionally approved based upon the following Findings and subject to the following Conditions:

4. 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 Low-Medium Density Residential, which allows for four (4) dwelling units per acre. Further, the proposed development is 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 Low-Medium Residential (LMR) Zone and cited by SBMC Section 17.020.030.

The project meets the minimum required front-, street side-, interior side-, and rear-yard setbacks.

- 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 subject site is located within the Low-Medium Residential (LMR) 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 2,802 square-foot one-story, single-family residence and a 1,018 square-foot attached, partially subterranean, two-car garage, 145 square feet of which is counted towards floor area. The Applicants propose grading and retaining walls for yard improvements, including a future pool, in the back yard.

As designed, the project is consistent with the permitted uses for the LMR Zone as described in Solana Beach Municipal Code

(SBMC) Sections 17.20.010 and 17.12.020, which permits one single-family residence. The property is designated Low-Medium Density Residential in the General Plan and intended for single-family residential development with a maximum density of four (4) 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. As a condition of project approval, the Applicants are 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 in a manner which visually and functionally enhances their intended use.*

The site is currently developed with a 2,802 square-foot, single-story residence, with a 1,018 square-foot attached, partially subterranean garage. No changes to the existing residence or garage are proposed.

The LMR Zone requires 25-foot front- and rear-yard setbacks, and a 5-foot interior side-yard setback. The proposed project, as designed, meets the minimum required street-side, interior-side and rear-yard setbacks.

- 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 not subject to the water efficient landscaping regulations of SBMC Chapter 17.56. According to SBMC Section 17.56.040, the regulations apply to modified irrigated landscaped areas that exceed 2,500 square feet. The proposed project includes 795 square feet of new irrigated landscape; therefore, it does not require a landscape review.

- 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 require two (2) parking spaces for a single-family residence. Required parking is currently provided in the existing attached, partially subterranean garage. No changes are proposed to the existing garage; therefore, the proposed project is in compliance with the parking standards.

- 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 Applicants propose to lower the existing grade (\approx 207 MSL) east of the residence and patio area approximately three (3) feet to meet the grade of the existing patio (\approx 203 MSL). New retaining walls are proposed within the required interior-side and rear yards.

The proposed grading quantities include 159 cubic yards of cut, 4 cubic yards of fill, and 5 cubic yards of excavation for footings, for a total aggregate grading quantity of 168 cubic yards. The Applicants propose 160 cubic yards of export.

- 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).*

A condition of project approval includes 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.

- 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 grading for a residential use; therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040.

- h. Property Frontage & Public Right-of-Way Improvements:*

The existing property frontage is improved with a concrete mountable curb and gutter. The area between the concrete curb & property line consists of a gravel area. As a condition of project approval, the Applicants are required to replace the gravel area with decomposed granite (D.G.) along the entire property frontage.

- III. 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.*

All required permits shall be processed concurrently with the DRP.

- 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.*

As a condition of project approval, the Applicants are required to obtain approval from the California Coastal Commission (CCC) prior to the issuance of Building Permits.

5. CONDITIONS

Prior to use or development of the property in reliance on this permit, the Applicants shall provide for and adhere to the following conditions:

A. Community Development Department Conditions:

- I. The Applicants shall pay required Public Facilities Fees, as established by SBMC Section 17.72.020 and Resolution 1987-36.
- II. Building Permit plans must be in substantial conformance with the plans presented to the City Council on March 23, 2022 and located in

the project file with a submittal date of March 9, 2022.

- III. 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).
- IV. The Applicants shall obtain required 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.
- V. 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.
- VI. Any new exterior lighting fixtures shall be in conformance with the City-Wide Lighting Regulations of SBMC 17.60.060.
- VII. 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.
- VIII. Construction vehicles shall be parked on the subject property at all times when feasible. If construction activity prohibits parking on the subject property, the Applicants shall ensure construction vehicles are parked in such a way to allow sufficient vehicular access on Glencrest Place and Glencrest Drive and minimize impact to the surrounding neighbors.
- IX. The Applicants shall connect to temporary electrical service as soon as feasible to the satisfaction of the City. The use of gas-powered generator(s) during construction activity is discouraged and shall be limited only to selective use at the discretion of the City.

B. Engineering Department Conditions:

- I. The Applicants shall obtain a Building Permit for the retaining walls and pool.
- II. The Applicants shall remove the existing gravel material in the public right of way and replace with bonded compacted D.G to the satisfaction of the City Engineer.
- III. A Misc. Engineering Permit will be required as a condition of approval for the project for the construction of the swimming pool and the

associated drainage improvements as shown on the proposed site plans. No geotechnical report or drainage report is required.

6. **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 1.16 and 1.18 in addition to any applicable revocation proceedings.
7. **EXPIRATION:** The DRP for the project will expire 24 months from the date of this Resolution, unless the Applicant have obtained building permits and have commenced construction prior to that date, and diligently pursued construction to completion. An extension of the application may be granted by the City Council, subject to SBMC Section 17.72.110.
8. **INDEMNIFICATION AGREEMENT:** The Applicants shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from and against 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 Applicants 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 Applicants 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 Applicants 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 Applicants shall not be required to pay or perform any settlement unless such settlement is approved by the Applicants.

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 23rd day of March, 2022, by the following vote:

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

LESA HEEBNER, Mayor

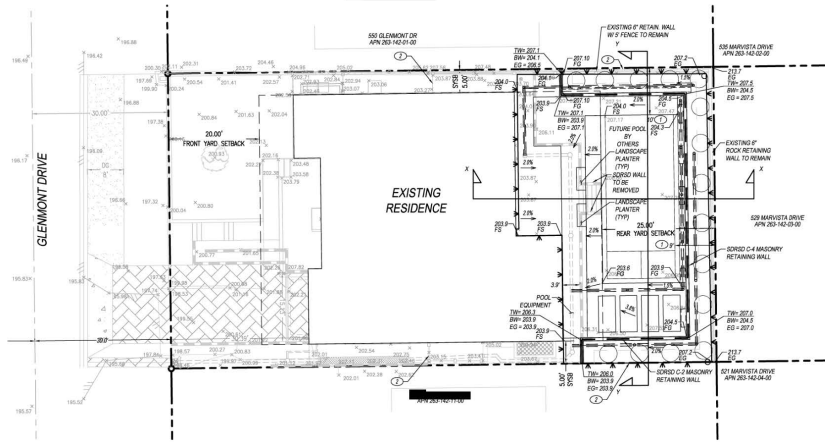
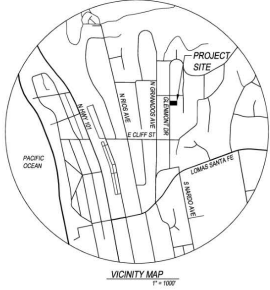
APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

SITE PLAN



PROPERTY INFORMATION

SITE ADDRESS:
SOLANA BEACH, CA 92078

OWNER / PERMITEE / APPLICANT:

ACCESSOR PARCEL NUMBERS:
286-04-13-00

TOPOGRAPHIC SURVEY:
CORRELL SURVEYING, INC.
184 E. ESCOBEDO BLVD.
ESCONDIDO, CA 92025
(761) 989-2300

LEGAL DESCRIPTION:
LOT 2 OF BLOCK 6 OF MARVINE HEIGHTS UNIT NO. 2, IN THE CITY OF SOLANA BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 2476, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 15, 1984.

ABBREVIATIONS

WAVERT ELEVATION	E
FINISHED FLOOR	FF
FINISHED GRADE	FG
FINISHED SURFACE	F2
FLOOR FINISH	FL
TOP OF CURB	TC
TOP OF GRADE	TG
FRONT YARD SETBACK	FYSB
REAR YARD SETBACK	RYSB
SIDE YARD SETBACK	SYSB

SITE GRADING

SITE GRADING	155	CY	CUT	150	CY	FILL	4	CY
ELEVATION FOR NEW FOOTINGS	5	CY						
REMOVAL AND RECOMPOSITION	0	CY						
TOTAL GRADING	160	CY						

AGGREGATE GRADING QUANTITY: 160 CY EXPORT

TOTAL LOT AREA

	EXISTING	SF	PROPOSED TOTAL	SF
NON-LANDSCAPED AREA	4,004	SF	4,892	SF
NON-IRRIGATED LANDSCAPE	30	SF	32	SF
IRRIGATED LANDSCAPE	3,088	SF	2,294	SF
WATER FEATURES	0	SF	581	SF
DECORATIVE HARDSCAPE	0	SF	581	SF
TOTAL LOT AREA	7,912	SF	7,912	SF

PROJECT AGGREGATE LANDSCAPE AREA

	AREA OF WORK (SF)
IRRIGATED LANDSCAPE	730
WATER FEATURE	646
DECORATIVE HARDSCAPE	6
AGGREGATE LANDSCAPE AREA	1,381

FLOOR AREA / SQUARE FOOT BREAKDOWN

	2,802 SF
EXISTING FIRST FLOOR LIVING AREA	2,802 SF
FIRST FLOOR LIVING AREA ADDITION	0 SF
EXISTING SECOND FLOOR LIVING AREA	0 SF
SECOND FLOOR LIVING AREA ADDITION	0 SF
EXISTING GARAGE (MINUS EXEMPT, 872 SF)	145 SF
GARAGE ADDITION	0 SF
COVERED & ENCLOSED PATIO	0 SF
ACCESSORY DWELLING UNIT (ADU)	0 SF
SUBTOTAL FLOOR AREA	2,947 SF

ZONE / OVERLAY ZONE

BASE ZONE	LNR0
OVERLAY ZONE	SR02

GROSS / NET LOT SIZE

LOT AREA (GROSS AND NET): 7,912 SF

MAX FAR

0.5 X 0.00	3.00	SF
0.75 X 1.00	312	SF
	3,217	SF

APPLICANT'S REPRESENTATIVE

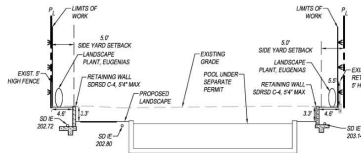
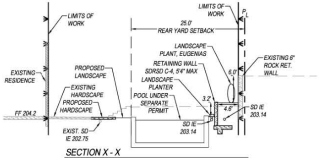
JASON SANTOS (BRIAN ARDOLINO)
PASCO LARET SUITER AND ASSOCIATES
1714 BERKELEY DRIVE
ENCINITAS, CA 92037
858-255-8212
JAS@PASCOENGINEERING.COM
BARDOLINO@PASCOENGINEERING.COM

SCOPE OF WORK

- ADD NEW LANDSCAPE OR FUTURE POOL.
- ADD NEW RETAINING WALL FOR FUTURE POOL.
- ADD NEW LANDSCAPE AREA.
- SITE RETAINING WALL AND HARDSCAPE.

NOTES

- ① DISTANCE FROM PROPERTY LINE TO TO EDGE OF WATER (FUTURE POOL)
- ② EXISTING WOOD FRAME / FENCE AND GATE, # HEIGHT MAX (POOL SECURITY)



SECTION Y - Y

OWNER OF WORK	CITY APPROVED CHANGES	APPROX DATE	RECOMMENDED FOR APPROVAL	APPROVED FOR CONSTRUCTION	BENCHMARK	CITY OF SOLANA BEACH	ENGINEERING DEPARTMENT	DRAWING NO.
JAS BY: JASON SANTOS DATE: DEC 2021 EXP: 03/23			DATE: _____ BY: _____	DATE: _____ BY: _____	DATE: _____ BY: _____	DESCRIPTION: POINT TO THE PERM RECORD OF SURVEY NO. 18416 FOUND BRASS CAP ON HEADWALL, MARKED "1410" ELEV: 71.48 DATE: MAR 20		SHEET 1 OF 2

PREPARED BY:
PASCO LARET SUITER
San Diego | Encinitas | Orange County
Phone 858.259.8212 | www.pascoengineering.com



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: March 23, 2022
ORIGINATING DEPT: City Manager's
SUBJECT: **City Council Discussion on Fiscal Year 2021/22 Work Plan Priorities and Consideration of Additional Items**

BACKGROUND:

The City Council (Council) adopts an annual Work Plan that is a guiding document that includes all Council's priority projects for the fiscal year. The Work Plan focuses on four strategic priorities as the Council directs Staff on projects and programs: Community Character, Organizational Effectiveness, Environmental Sustainability and Fiscal Sustainability with the knowledge that all four areas of priority are important to the overall sustainability of the City.

Periodically, the Council directs Staff to explore significant items that are not listed in the adopted Work Plan. These items may come up as a result of citizen inquiries, state or federal legislation or through one of the City Commissions. This is a common occurrence in any given fiscal year and Staff attempts to address as many of these additional items as possible, considering the extent of resources needed and available outside of the focus on the adopted Work Plan. This year, there has been more additional items than typical, so Staff is seeking Council direction on whether or how to prioritize each of these items along with other items already included in the current fiscal year Work Plan.

This item is before the Council to discuss the additional items/issues brought up during the fiscal year that are not included in the current Work Plan and give direction to Staff on which items, if any, should be elevated to a priority status.

DISCUSSION:

Throughout any given year, Council and Staff receive requests to analyze and implement various programs and projects from the members of the community or from community organizations. Staff also has to react to certain legislative actions that may arise unexpectedly during a given year that could have a detrimental impact on the community. These items cannot always be anticipated during the Council Work Plan process and need to be addressed at different times throughout the year. During this particular year, a number of issues have arisen for which Staff is seeking further direction from Council in order to address and prioritize them along with Work Plan priorities and, of course, given current Staff resources.

CITY COUNCIL ACTION: _____

Of these items that have been raised, the following are not included in the current FY2022 Work Plan and, in no particular order, are:

- **Outdoor Wood Burning Ordinance** – Members of the community have addressed the Council about the desire to restrict outdoor wood burning, primarily from outdoor fire pits, due to the environmental harm caused by the associated smoke and its negative effect on air quality.
- **Heritage Tree Ordinance** – Members of the community have requested the Council consider a Heritage Tree Ordinance to restrict the removal of certain trees of any size or species that are specifically designated as heritage because of their historical, commemorative or horticultural significance.
- **Ghost Gun Regulations** – Members of the community have addressed the Council about the desire to implement Ghost Gun regulations. Ghost guns are unregulated, unserialized and untraceable firearms that can be bought online and built without a background check.
- **Joint Use Agreement with San Dieguito School District** – There has been expressed interest in developing a new Joint Use Agreement between the City and the San Dieguito School District to allow the community's use of the Earl Warren School's fields.
- **Citizen Commission Duties Updates** – There has been an expressed interest in updating the duties and responsibilities of our Citizen Commissions to accurately reflect the role they play as advisory bodies to the City Council.
- **Utility Box Wrapping** – Members of the Public Arts Commission and members of the community have requested an arts program that involves wrapping City-owned utility boxes with a variety of artistic designs. This project is in alignment with the City's Master Art Policy which aspires to enhance the aesthetic qualities of Solana Beach while creating an atmosphere that nurtures and encourages public art.

Additionally, there are some items that are included in the FY2022 Work Plan that are listed as unprioritized items. These, too, require discussion to establish their priority along with the above-listed items. These include:

- **Lighter Than Air Balloon Restrictions** – Lighter than air (including helium) balloons create well known environmental damage when released or not properly disposed of. The City of Encinitas passed an ordinance regulating the sale, use, distribution and release of lighter than air balloons that recently went into effect.
- **Short Term Vacation Rental (STVR) Regulation Update** – While this item is included under the strategic priority of Fiscal Sustainability, recent discussion has centered around a more general updating of the City's STVR regulations.

Staff is seeking Council direction on which items, if any, should be elevated to a higher priority item for the remainder of the current fiscal year. This would also include any additional items any particular Councilmember may wish to bring up for consideration by Council as well.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

There is no fiscal impact as a result of this item as it is for discussion purposes at this time. Should Council prioritize any of these items to be worked on immediately, there may be a fiscal impact that could include additional Staff time and/or legal costs.

WORK PLAN:

These items are either not currently included as a priority item or are included as unprioritized items in the FY2022 Work Plan but may be elevated in priority should Council direct Staff to do so.

OPTIONS:

- Council to discuss and direct Staff to elevate any items to this current Work Plan.
- Council to discuss and direct Staff to include any items in next year's Council Work Plan.
- Do not discuss and provide further direction.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council discuss the additional items/issues brought up during the fiscal year that are not included as a priority item in the current Work Plan and give direction to Staff on which items, if any, should be elevated to a priority status

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: March 23, 2022
ORIGINATING DEPT: City Manager's Department
SUBJECT: **Consideration of Resolution 2022-027 Authorizing Execution of an Agreement for General and Specialized Law Enforcement and Traffic Services Between the City of Solana Beach and the County of San Diego**

BACKGROUND:

The City of Solana Beach (the "City") has contracted its law enforcement services with San Diego County Sheriff's Department since incorporation. Nine other cities in the County also contract for law enforcement services through the County Sheriff's Department. The contract is a joint agreement, taking advantage of common needs and economies of scale that result in a lower cost for law enforcement than having an independent municipal police department or individually contracting with the County.

The existing five-year contract was approved by the City Council on June 28, 2017, and covered the period from July 1, 2017 through June 30, 2022. Negotiations toward a new five-year contract took place for several months preceding January 2022. This item is before City Council to consider the adoption of a new five-year contract for the period of July 1, 2022 through June 30, 2027.

DISCUSSION:

In late 2021, a subcommittee of the contract cities was formed to negotiate this new contract. The subcommittee was made up of a representative from one north county city (Poway) and one from a south county and "small city" (Imperial Beach). The subcommittee negotiated with the Sheriff's Department for several months during the end of 2021 on an agreement to replace the previous five-year agreement which will expire on June 30, 2022. The subcommittee provided regular updates and solicited input from all nine Sheriff contract cities. The resulting contract maintains certain aspects of the current contract which includes the ability for cities to add or delete positions and receive the full cost credit when a position is eliminated.

CITY COUNCIL ACTION:

The proposed agreement continues the current level of staffing and services unless specifically altered by an individual city and offers cities the flexibility of changing positions during the term of the agreement, as a city's needs dictate. The proposed contract is also for five years from July 1, 2022 (Fiscal Year 2023) through June 30, 2027 (Fiscal Year 2027).

Including all operational, liability and retirement costs, the five-year increases will be capped at 1% in both Fiscal Years 2022-23 and 2023-24, 3.5% in Fiscal Year 2024-25, 3.5% in Fiscal Year 2025-26 and 3.5% in Fiscal Year 2026-27. Total costs for the City's contract with the County Sheriff would be as follows:

	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>FY 24-25</u>	<u>FY 25-26</u>	<u>FY 26-27</u>	<u>TOTAL</u>
Increase:	1.00%	1.00%	3.50%	3.50%	3.50%	
Cost:	\$4,885,879	\$4,934,738	\$5,107,454	\$5,286,215	\$5,471,233	\$25,685,519

It should also be noted that the contract contains a reopener clause during year 3 wherein either party may request a meeting to discuss liability costs. Any changes to the contract at that time, however, would be subject to the consent of both parties.

At their meeting on January 25, 2022, the County Board of Supervisors approved the contract as attached to this Staff Report and authorized the Clerk of the Board to accept and execute the Agreement for Specialized Law and Traffic Enforcement with the participating cities.

While the cost of the new five-year agreement is significant, contracting with the County for law enforcement services is more beneficial and cost effective than having an independent City Police Department. The City receives additional services from the County, such as the ASTREA Helicopter, Crime Analysis, Crime Lab, Criminal Intelligence, Internal Affairs, Domestic Violence, Swat Team, SADLE Team, Narcotics Enforcement, Investigative Unit, Mobile Crisis Response Team and backup coverage from the deputies working in the nine other contract cities and in the County unincorporated areas. If Solana Beach were to have its own Police Department, the startup costs alone would be very high, and the annual expenses would be much higher, mainly due to personnel costs, including retirement, medical, and liability insurance. Most importantly, there is no guarantee that spending the additional money to have a City Police Department would bring an increased service level to the residents of Solana Beach. Given the additional costs, in fact, the level of service might very well decrease.

CEQA COMPLIANCE STATEMENT:

Contracting for Law Enforcement Services is not a project as defined by CEQA.

FISCAL IMPACT:

The Sheriff's contract for Solana Beach in Fiscal Years 2022-23 and 2023-24, when a 1% increase from the prior year is applied, would be \$4,885,879 and \$4,934,738, respectively. The first year of these costs has been included in the second year of the City's adopted FY 2021-22/2022-23 Budget. In years 3 through 5, the contract costs would increase 3.50% to \$5,107,45 in FY 2024-25, \$5,286,215 in FY 2025-26, and to \$5,471,233 in FY 2026-27. Total costs over the five-year contract term are estimated at \$25,685,519.

WORK PLAN: N/A

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2022-027 authorizing the City Manager to execute the Agreement for General and Specialized Law Enforcement and Traffic Services between the City of Solana Beach and the County of San Diego for a five-year term beginning July 1, 2022 through June 30, 2027.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager

Attachments:

1. Resolution 2022-027
2. Agreement for General and Specialized Law Enforcement and Traffic Services between the City of Solana Beach and the County of San Diego

RESOLUTION 2022-027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING THE AGREEMENT FOR GENERAL AND SPECIALIZED LAW ENFORCEMENT AND TRAFFIC SERVICES FOR JULY 1, 2022 THROUGH JUNE 30, 2027

WHEREAS, the City Council desires to continue to utilize the San Diego County Sheriff's Department for General and Specialized Law Enforcement and Traffic Services in the City of Solana Beach by entering into an Agreement for these services (Agreement); and

WHEREAS, the previous Agreement for law enforcement and traffic services expires on June 30, 2022; and

WHEREAS, the Agreement for general and specialized law enforcement and traffic services covers the period from July 1, 2022 through June 30, 2027; and

WHEREAS, the contract for services is reviewed on a yearly basis to update current needs and costs; and

WHEREAS, the renewal of services is done by revising and adopting a Contract Law Enforcement Program Joint Operating and Financial Plan, and this plan is referred to as Attachment B which is included in the Agreement.

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 Mayor and City Council desire to approve the Agreement for General and Specialized Law Enforcement and Traffic Services for July 1, 2022 through June 30, 2027.
3. That the City Manager is authorized to execute the Agreement for General and Specialized Law Enforcement and Traffic Services for July 1, 2022 through June 30, 2027.
4. That the Mayor and City Council desire to approve the Attachment B for law enforcement contract services provided to the City of Solana Beach for Fiscal Year 2022-23.
5. That the City Manager is authorized to execute Attachment B annually on behalf of the City.

PASSED AND ADOPTED this 23rd day of March, 2022, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

Lesa Heebner, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

**AGREEMENT BETWEEN THE CITY OF SOLANA
BEACH, THE COUNTY OF SAN DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF**

FOR MUNICIPAL LAW ENFORCEMENT SERVICES

This Agreement is between the City of Solana Beach, a municipal corporation, hereinafter referred to as "CITY" and the County of San Diego, a political subdivision of the State of California, hereinafter referred to as "COUNTY", for services to be provided by the San Diego County Sheriff, hereinafter referred to as "SHERIFF".

RECITALS

WHEREAS, COUNTY through SHERIFF provides public safety services throughout the County of San Diego and is equipped and will do so to the extent and in the manner hereinafter provided; and

WHEREAS, CITY is a municipal corporation of the State of California within the County of San Diego and desires to obtain general and specialized law enforcement and traffic services; and

WHEREAS, Sections 51300-51308, 51350, 55632, and sections 54980 et seq. of the California Government Code authorize COUNTY and CITY to contract for performance of Sheriff services within the CITY; and

WHEREAS, COUNTY through SHERIFF currently provides municipal law enforcement services to CITY pursuant to an agreement dated July 1, 2017; and

WHEREAS, CITY and COUNTY through SHERIFF desire to enter into a new agreement with provisions concerning the nature and extent of municipal law enforcement services to be provided to CITY and establishing the compensation to be paid therefore; and

WHEREAS, COUNTY acknowledges that CITY requires standards of performance that demonstrate professional excellence both in the execution of duties and in the interpersonal relations with CITY employees and all persons utilizing the services of CITY; and

WHEREAS, the Board of Supervisors on January 25, 2022 authorized the Clerk of the Board to accept and execute this Agreement for Municipal Law Enforcement Services; and

WHEREAS, the City Council for the City of Solana Beach on March 23, 2022 authorized the City Manager to accept and execute this Agreement for Municipal Law Enforcement Services; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CITY jointly intend that CITY will fund and COUNTY will provide municipal law enforcement services, as set forth in this Agreement.

AGREEMENT

I. PURPOSE AND INTENT

The purpose of this Agreement is for COUNTY to provide municipal law enforcement services to CITY per California Government Code Section 51300-51308, 51350 and 54980, et seq. This Agreement is effective for its term beginning as set forth in Section III. A, regardless of approval date by the parties and supersedes and replaces the agreement between COUNTY and CITY for the period of July 1, 2017 through June 30, 2022, including all attachments, insofar as that agreement relates to provisions of municipal law enforcement services to CITY.

II. SCOPE OF SERVICES

COUNTY through SHERIFF shall provide municipal law enforcement services to CITY as follows:

A. Method of Service Delivery

SHERIFF will maintain a Law Enforcement Services Bureau, which will be responsible for performance of COUNTY's obligations under this Agreement. Municipal law enforcement services will be staffed as described in Section IV, Standards of Services. These services shall be provided from SHERIFF's existing stations and other such facilities as COUNTY or the CITY may hereafter acquire.

B. Law Enforcement Services

COUNTY through SHERIFF will provide municipal law enforcement services ("Law Enforcement Services") to CITY as outlined in Attachment B. Law Enforcement Services consist of enforcement of the California Penal Code, the California Vehicle Code, and pertinent regulatory ordinances as adopted by the City Council of CITY, as well as direct supervision of law enforcement personnel assigned to provide Law Enforcement Services to CITY; all to the extent necessary and appropriate to meet the Standards of Services

described in Section IV. Staffing for Law Enforcement Services shall be provided in Section IV.D of this Agreement.

C. Ancillary Services

The following ancillary services will be provided to CITY as an integral part of the law enforcement services described above and are included in the cost of such services: crime prevention, juvenile intervention, financial crimes, homicide, domestic violence, communication, information technology support, and clerical support.

D. Regional Services

In addition to the services listed above, the following regional services are provided to CITY at no cost: Special Enforcement Detail (SED); Aerial Support to Regional Enforcement Agencies (ASTREA); Bomb/Arson; Search and Rescue; Fire/Rescue helicopter; Crime Lab; and Property and Evidence.

E. Search and Rescue Responsibility

The COUNTY and the CITY agree that some rescues are the responsibility of and will be performed by the SHERIFF while other rescues are the responsibility of and will be performed by the CITY's public safety services. In many instances, rescues will be conducted in a joint operation involving both the SHERIFF and the CITY's emergency response personnel.

F. Reserve Program

The SHERIFF, in partnership with the CITY, will take active steps to recruit individuals to participate in the Reserve Program.

G. Additional Services

1. General

COUNTY through SHERIFF may provide supplemental Law Enforcement Services or additional related equipment and supplies as requested by CITY. Additional Services

not covered under Law Enforcement Services may include, but are not limited to, added patrol or traffic services required for special events such as street fairs, concerts, movie productions and other third-party promotions.

2. Requests

Requests for Additional Services shall be made to SHERIFF by CITY through the SHERIFF'S Station Commander or their designee and shall be made in writing or, if made in person or by telephone, shall be confirmed in writing by the requestor within forty-eight (48) hours of the request. CITY shall provide SHERIFF with as much advance notice as possible regarding requests for Additional Services.

3. Provision of Additional Services

SHERIFF shall advise CITY promptly and shall confirm in writing if SHERIFF is unable to provide some or all of any requested Additional Services. If SHERIFF is able to provide some or all of the requested Additional Services, SHERIFF shall promptly advise CITY in writing of the estimated costs of the services. Unless CITY disapproves in writing of an estimate provided by SHERIFF, SHERIFF shall provide such Additional Services to CITY and shall be reimbursed for the actual cost of providing the Additional Services subject to Section V.B.2. COUNTY shall delegate the authority to SHERIFF to approve additional services consistent with the intent of this provision.

4. Identification

COUNTY and CITY acknowledge and agree that it is impractical to specify in this Agreement each and every category of Additional Services that might be desired by CITY, and that the parties will reasonably cooperate in identifying and addressing such potential Additional Services within the scope of Law Enforcement Services.

H. Emergencies

1. General

Notwithstanding any other provisions of this Agreement, in the event of an emergency occurring within CITY, SHERIFF shall take any and all actions reasonably necessary or appropriate to respond to the emergency, to include appropriate referrals to, and coordination with, other law enforcement agencies.

2. Temporary Duties

SHERIFF's personnel assigned to perform services for CITY under this contract ("SHERIFF's contract city personnel") may be required to perform temporary duties outside the scope of this Agreement. For the purpose of this Agreement, "temporary duties" shall include, but not be limited to, assignments necessitated by a public safety emergency or other exigent circumstances required under "mutual aid" agreements.

3. Redeployment of Staff

During the period of any public safety emergency or exigent circumstance such as responding to mutual aid requests, SHERIFF's contract city personnel may be temporarily redeployed for emergency response. If reasonable and practical, SHERIFF shall notify the City Manager for the CITY and discuss the redeployment prior to reassignment. If the public safety emergency or exigent circumstance such as requests for mutual aid demand immediate redeployment, SHERIFF need not notify the City Manager in advance, but shall do so as soon as practical.

III. TERM OF AGREEMENT

A. Term

The term of this agreement shall commence at midnight July 1, 2022, and shall continue in effect through and terminate at midnight of June 30, 2027, subject to the termination provisions in Section III.B. below.

B. Termination

Notwithstanding any other section or provisions of this Agreement, either party hereto may terminate this Agreement by giving a one-year advance written notice of intention to terminate.

IV. STANDARDS OF SERVICE

A. Anticipated Service Outcome

The anticipated outcome of law enforcement services provided by COUNTY through SHERIFF to CITY under this Agreement is the provision of efficient and effective police protection and the performance of all duties as required by law or contract. These duties include patrol, traffic, general and specialized investigations, crime prevention, crime analysis, criminal intelligence, narcotics enforcement, emergency services, licensing, crime lab and communications.

B. Performance Standards

COUNTY through SHERIFF shall provide CITY with qualified personnel to meet the following performance standards and scope of service:

1. General

All SHERIFF personnel who provide municipal law enforcement services to CITY pursuant to this Agreement shall have met the minimum qualifications designated for their specific classification, including a background investigation.

2. Patrol Services

COUNTY through SHERIFF shall provide patrol law enforcement services. To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily provide enforcement of the California Penal Code, the California Vehicle Code, and pertinent regulatory ordinances as adopted by the City Council of CITY.

3. Traffic Services

COUNTY through SHERIFF shall provide traffic services. To the extent that such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily provide enforcement of the California Vehicle Code and pertinent traffic regulatory ordinances as adopted by the City Council of CITY, accident investigations, analysis of traffic related problems of CITY, and cooperate with various CITY departments to obtain solutions to the traffic problems of CITY.

4. Special Purpose Officers

COUNTY through SHERIFF shall provide problem solving services via the Special Purpose Officer (SPO). To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily be to identify and resolve problems of both a criminal and non-criminal nature for a designated geographic area through investigation, patrol support, coordination of departmental resources and cooperation with various CITY departments.

5. School Resource Officers

COUNTY through SHERIFF shall provide school resource services via the School Resource Officer (SRO). To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily provide enforcement and follow up investigation on school property for violations of the Penal Code of the State of California, the California Vehicle Code, and the California Education Code and cooperate with school administration, faculty, students, and parents to obtain solutions to problems of the school district. To the extent possible, the SRO will participate in positive student activities in the community to build trusting and respectful relationships with students, families, and staff. The SRO will collaborate with school-based community organizations, parent-teacher organizations, and student government to develop opportunities for

positive activities, such as mentoring programs, community coalitions or task forces.

6. **Community Service Officers**

COUNTY through SHERIFF shall provide community services via the Community Service Officer (CSO). To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily provide response/information to citizen inquiries, completion of minor reports, fingerprinting, traffic direction, parking enforcement, vehicle abatement, crime prevention education and enforcement of pertinent regulatory ordinances as adopted by the City Council of CITY.

7. **Detectives**

COUNTY through SHERIFF shall provide follow-up criminal investigative services via the Detective position. To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily be to investigate crime reports submitted by Patrol Officers, Community Service Officers, Special Purpose Officers or other personnel. Detectives are responsible for classifying and closing cases, identifying suspects, gathering evidence, making arrests, submitting cases for prosecution, and supporting said prosecution with needed supplemental investigation.

8. **Retired-Rehired Deputies**

COUNTY through SHERIFF shall, to the extent such personnel are available, make available Retired Deputies. Such Retired-Rehired Deputies are eligible for short-term assignments or assignments requiring specialized skills or knowledge on a temporary basis to CITY. Such Retired-Rehired Deputies are not available for routine Patrol, Traffic, Detective, or Special Purpose Officer services and are limited by State Law and Retirement System policy to working a maximum of 960 hours per fiscal year.

C. Assignment of Personnel

1. Sheriff's Responsibility

The management, direction, supervision and discipline of SHERIFF personnel, the standard of performance, and all other matters incident to the performance of services, shall be performed by and be the responsibility of COUNTY through SHERIFF in SHERIFF's sole but reasonable judgement and in accordance with the provisions of applicable labor agreements. SHERIFF shall be the appointing authority for all personnel provided to CITY and shall have complete discretion as to the assignment of all individual SHERIFF'S personnel under this Agreement.

2. Transfers and Selection of Station Commanders

SHERIFF will consult with CITY prior to reassignment of the station commander serving CITY and CITY will be afforded the opportunity to interview potential candidates prior to one being selected as the Station Commander of the station serving CITY. SHERIFF will solicit input from CITY when completing Station Commander's performance review. CITY and SHERIFF acknowledge that the length of assignment of the Station Commander serving CITY cannot be precisely defined; however, SHERIFF will endeavor to maintain the Station Commander serving the CITY in that assignment for 24 months.

3. Other Staff Assignments

If CITY has specific concerns regarding the actions of any deputy, agent or employee who performs Law Enforcement Services, CITY may address those concerns with the Station Commander serving CITY.

4. Liability for Payment of Wages

CITY shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to persons engaged in COUNTY's performance of this Agreement.

D. Staffing for Basic Services

COUNTY through SHERIFF shall staff CITY as described in Attachment B in order to provide Law Enforcement Services. SHERIFF shall ensure that adequate numbers of qualified SHERIFF personnel are provided to CITY at all times during the term of this Agreement to meet the Law Enforcement Services, Scope of Services and Standards of Service commitments set forth herein, at no less than the staffing and classification levels established in the most current Attachment B. SHERIFF shall use best efforts to fill CITY funded position vacancies within a reasonable period of time.

E. Changes in Staffing

CITY shall provide COUNTY through SHERIFF 60 days advance notice when requesting changes in staffing. If CITY and SHERIFF agree that changes to the staffing level for Law Enforcement Services are needed and/or agree that staff additions or deletions in CITY are necessary in order to provide adequate levels of Law Enforcement Services in the succeeding contract year, COUNTY shall provide an updated Attachment B to the CITY. The level of service shall not be changed without the mutual consent of the SHERIFF and CITY.

F. Vehicles, Equipment, and Supplies

COUNTY shall provide all supplies, equipment and materials required for performance of the required law enforcement services; except that the CITY shall, at its own expense, supply any special stationery, supplies, notices, or forms which are to be issued in the name of the CITY. COUNTY agrees to provide the standard equipment for CITY vehicles per Attachment E. All marked vehicles (black and white) will generally be replaced at 100,000 miles. Vans and sedans will generally be replaced at 100,000 miles. Motorcycles will be replaced as needed at COUNTY's discretion.

The name of the city and city seal will be included on the doors of patrol cars if requested by the CITY. The CITY shall provide their CITY decal in the size requested by the SHERIFF.

Subject to written approval of the SHERIFF or their designee, the CITY may purchase

equipment deemed necessary to facilitate program implementation or operation. If the COUNTY does not accept ownership of the equipment, the purchase price and all ongoing costs will be the responsibility of the CITY. If the COUNTY accepts in writing, such equipment becomes the property of the COUNTY, and the CITY shall be credited the total cost for the equipment. Total cost shall mean a value agreed upon between COUNTY and CITY at the time the transfer is made.

The cost of any vehicles that are leased or rented for the benefit of the CITY, shall be the CITY's responsibility.

G. Asset Ownership

1. Vehicles

Vehicle ownership will be retained by the entity (CITY or COUNTY) that purchased the vehicle and is currently carrying ownership via the vehicle registration.

2. Office Equipment

Office equipment (desks, chairs, computers, etc.) ownership will be retained by the entity (CITY or COUNTY) that purchased the equipment and is currently carrying ownership on the entity's inventory.

3. Safety Equipment

Safety equipment (firearms, uniforms, leather gear, etc.) ownership will be retained by the COUNTY.

4. Facilities

CITY shall retain ownership of facilities that CITY constructed for the purpose of use as a Sheriff's station. SHERIFF's payment to CITY is a lease payment only.

H. Memberships

1. For each year that this Agreement is in effect, CITY agrees to maintain its membership in the Automated Regional Justice Information System Joint Powers Agency (ARJIS).
2. For each year that this Agreement is in effect, CITY agrees to maintain its membership

in the Regional Communications System (RCS).

3. For each year that this Agreement is in effect, CITY agrees to maintain its participation in the California Identification System Remote Access Network (CAL-ID).

I. Contract Administration

1. County Representative

COUNTY designates SHERIFF or their designee to represent COUNTY in all matters pertaining to the administration of the Agreement.

2. City Representatives

CITY designates its City Manager or their designee to represent CITY in all matters pertaining to the administration of the Agreement.

3. Meetings between City and Sheriff

The Sheriff or their designee shall be available to confer with the City Manager or their designee whenever feasible, practical, and not in conflict with mandated duties and responsibilities. The Sheriff and/or Undersheriff and the Assistant Sheriff will meet with the City Managers as a group twice each year to discuss the law enforcement contract. CITY and COUNTY shall provide full cooperation and assistance of its officers, agents, and employees to each other in the performance of this contract.

4. Implementation of New Programs

The COUNTY will discuss the implementation of any new programs with the CITIES. The COUNTY will provide the justification and value to CITY for the program and estimates of the cost impact. Such programs, if resulting in additional costs to CITY will only be implemented after discussion with the CITY.

5. CLETAC

CITY, along with other cities within San Diego County entering into contracts for law enforcement services similar to this Agreement ("CITIES") shall maintain a Contract

Law Enforcement Technical Advisory Committee (CLETAC). The Law Enforcement Services Bureau Assistant Sheriff, Law Enforcement Commanders and Sheriff's Contracts Manager shall meet with the committee on at least a semi-annual basis to review contract administration including contract interpretation, costs, and liability. Additional meetings can be scheduled at the request of either party.

J. Audit and Inspection of Records

COUNTY agrees that records generated under this agreement shall be made available to CITY to audit and examine. CITY agrees that any such audit will be arranged by contacting the Sheriff's Contracts Manager in writing at least ten (10) working days prior to the commencement of the audit and shall be conducted during normal working hours. CITY through its City Manager shall have access to reports and other documents pertaining to this Agreement including statistical reports on crime rates, traffic incidents and calls for service within CITY.

K. Reporting Requirements

CITY will receive monthly reports that provide information with respect to staffing, crime statistics, traffic statistics, programs, and patrol activities.

V. COST OF SERVICES/CONSIDERATION

A. General

As full consideration for the satisfactory performance and completion by COUNTY through SHERIFF of the Law Enforcement Services set forth in this Agreement, CITY shall pay COUNTY for the services agreed to on the basis of invoices and submittals as set forth hereunder.

B. Personnel Costs

1. Law Enforcement Services

The cost of a Law Enforcement Services position includes amounts that compensate COUNTY for all absences due to compensatory time off, bereavement, family, injury,

military, sick leave, holidays, jury duty, leave without pay, related training, and vacation but does not provide coverage or include costs required to maintain coverage for Law Enforcement Services during such absences. If, however, there is an individual absence or vacancy of more than 60 calendar days, CITY is not required to compensate the COUNTY from the 61st day until the position is staffed/filled. In the event that a vacancy was created due to a promotion or competitive position, COUNTY is not required to credit CITY for such vacancy as these types of vacancies are considered to be a natural progression in SHERIFF personnel's career path.

2. Additional Services

CITY shall compensate COUNTY for Additional Services requested and approved by CITY in accordance with Section II.G, based upon the actual costs incurred by SHERIFF to provide those services.

C. Cost Model Components

1. Cost Model Development

A cost model including each station showing the direct, station support, space and overhead costs for both the CITY and COUNTY shall be developed.

2. Direct Staff Costs

CITY shall pay for direct staff, which includes:

- a) Deputies
- b) Detectives
- c) Sergeants
- d) Community Service Officers
- e) Vehicles
- f) Handheld Radios

3. Station Support Staff Costs

CITY shall pay for station support staff, which includes:

- a) Lieutenants
- b) Captains
- c) Administrative Secretary I & II
- d) Office Assistants
- e) Office Support Specialists
- f) Property & Evidence Specialists
- g) Sr. Office Assistants
- h) Stock Clerks

All Station Support costs shall be allocated between the COUNTY and the CITY (or CITIES) occupying the station based on their number of deputies, detectives, sergeants, and community services officers in that station.

4. Law Enforcement Direct Support Costs

CITY shall pay for law enforcement support, which includes:

- a) Crime Prevention Coordination
- b) Criminal Intelligence Detail
- c) Traffic Coordinator
- d) Family Protection Detail
- e) Central Operations Detail
- f) Elder Abuse Unit
- g) Domestic Violence Unit
- h) Homicide
- i) Communications Center
- j) Sheriff's Analysis Group
- k) Video Analysis Unit

- l) Law Enforcement Command
- m) Sheriff Fleet Allocation
- n) IT Outsourcing Allocation
- o) Facilities Allocation (Actual per Station)

All Law Enforcement Direct Support costs shall be allocated between the COUNTY and the CITY (or CITIES) occupying the station based on their number of deputies, detectives, sergeants, and community services officers in that station.

5. Overhead (Indirect Costs)

CITY shall pay for overhead (indirect costs), which includes:

- a) Budget & Revenue Management
- b) Financial Services
- c) Data Services
- d) Contracts Management
- e) Wireless Services Division
- f) Personnel
- g) Payroll
- h) External Costs- Cost Allocation Plan

All Overhead costs shall be allocated between the COUNTY and the CITY (or CITIES) occupying the station based on their number of deputies, detectives, sergeants, community services officers, and station support staff in that station.

6. Overhead Allocation Date

The staffing of each city on May 1st and any requested adjustments shall be used to allocate Station Support staff and apply Overhead, for contract year starting the following July 1st.

7. Staff Added After May 1st

For positions added after May 1st, the CITY will pay the direct cost of the added position, along with the current Fiscal Year Indirect Cost Rate Proposal (ICRP) applied to the Salaries and Benefits of the added position. The ICRP rate is developed by the Sheriff's Department each fiscal year. The methodology and rate are then approved by the County of San Diego's Auditor and Controller's office. If the start date of the newly added position is after the 1st of the month, the Salaries and Benefits will be pro-rated, and the ICRP will then be applied. The calculation for pro-rating the Salaries and Benefits of a position shall be the direct annual cost of the position multiplied by the number of days in the month since the position was added and then divided by 365 days.

8. Positions Deleted After May 1st

If a CITY deletes a position after May 1st, the City will be credited the pro-rated portion of the direct cost of the position, along with a credit for the Indirect Cost Rate Proposal (ICRP) applied to the Salaries and Benefits of the deleted position. The calculation for pro-rating the Salaries and Benefits of a position shall be the direct annual cost of the position multiplied by the number of days in the month since the position was deleted and then divided by 365 days.

D. Costs

1. Basis for Year One Direct and Station Support Staff Costs

The basis for year one Salaries and Benefits costs for Direct and Station Support Staff of this agreement is the cost of Direct Staff and Station Support Staff from year five of the previous contract (July 1, 2017 – June 30, 2022) with a 1% fixed price increase applied.

2. Fixed Cost Increase for Years Two Through Five

Cost increases for each CITY will be 1% in year two, 3.5% in year three,

3.5% in year four, and 3.5% in year five of this agreement. The CITIES will pay the applicable contract year's percentage increase regardless of the actual cost increase or decrease. Adjustments for any changes in the future contract year will be made after applying the fixed percentage increase.

E. Liability

1. Agreement Years One, Two, Three, Four and Five

The CITIES will pay a total of \$1,875,453 per year. This amount shall be allocated to each CITY based on the number of deputies, detectives, sergeants, community service officers, lieutenants, and captains assigned to the CITY.

2. Reopener

During year three of this agreement, either party may request a meeting to discuss liability costs. All changes require the consent of both parties.

F. Rate of Compensation

1. First Year

For the first year of this Agreement, CITY will compensate COUNTY for provision of the Law Enforcement Services in an amount equal to the fiscal year base amount set forth in Attachment B effective July 1, 2022. Included in this amount will be a liability cost as set forth in Section V.E. In addition to the charges for Law Enforcement Services, CITY will compensate COUNTY for Additional Services as set forth in Section V.B.2, above.

2. Subsequent Years

a. Cost Detail

By April 1st of each year, SHERIFF shall provide CITY with service costs for the upcoming fiscal year (July 1 through June 30). The cost

for services provided by SHERIFF shall be based upon the agreed fixed price increase for the respective agreement year, as defined in Section V.D.2 of this agreement. SHERIFF will provide CITY with a current Attachment A that reflects the new fiscal year service costs.

b. Level of Service

By May 1st of each year, CITY shall determine the level of Law Enforcement Services as defined in Section IV.B required within CITY for the upcoming fiscal year (July 1 through June 30).

SHERIFF will be responsible for setting minimum staffing levels for each CITY to ensure both deputy and public safety.

At a minimum, such service shall include the availability of one continuous twenty-four hour per day patrol unit and one continuously available eight and one-half hour, seven days a week, traffic unit.

c. Updated Total Cost for Requested Level of Service

By June 1st of each year, COUNTY shall prepare an updated Attachment B, based upon the level of service for the upcoming fiscal year (July 1 through June 30) and the total cost of such services as determined in accordance with Section V.C and V.D, above. Attachment B shall be effective July 1st and shall be made a part of this Agreement. CITY shall compensate COUNTY as set forth in Attachment B including any mid-year adjustments as defined in section V.G below, and shall also compensate COUNTY for Additional Services as set forth in Section V.B.2, above.

d. Mandated Costs

CITY shall pay all costs which are mandatory as of the effective date

of this agreement for any law enforcement agency to pay pursuant to state or federal statute or case law, if such costs are not included in the agreed-to costs stated in Attachment B. Further, CITY shall pay any mandatory costs that shall become operational during the term of this Agreement.

G. Mid-Year Adjustments to Basic Services

With 30 days advance notice, either party may propose amendments or modifications to this Agreement. Such changes, including any increase or decrease in the level of service, which are mutually agreed upon by and between COUNTY and CITY shall be effective when incorporated in a revised Attachment B and approved by both the COUNTY through the SHERIFF and CITY.

H. Method of Payment, Proportional Payment, Credits

1. Monthly Invoices

COUNTY shall invoice CITY monthly for services received (1/12 of annual costs). CITY, within 30 days from the date of the invoice, shall pay to the County Treasurer, through the SHERIFF at 9621 Ridgehaven Court, San Diego, CA 92123, for costs of the services agreed upon as reflected in Attachment B.

2. Billing for Additional Services

Additional Services that have been agreed to by the parties and provided by SHERIFF to CITY, shall be billed in addition to those listed above. CITY agrees to pay the actual cost of such services so requested.

3. Credits

a. Vacancies and Absences

SHERIFF will provide CITY a credit for any individual absence or vacancy extending beyond 60 calendar days, as outlined in section V.B.1 above. SHERIFF will deduct the amount of the credit from the total

amount billed on the CITY's monthly invoice.

b. Towing Fees

CITY shall be given credit for towing fees collected under California Vehicle Code section 22850.5. The monthly towing fees will be deducted from the CITY's monthly invoice.

I. Booking Fees/Jail Access Fee

Effective July 1, 2007, in lieu of charging CITY booking fees, COUNTY will receive an annual appropriation from the State. COUNTY may charge a "jail access fee" for certain low-level offenses (municipal code violations and misdemeanor violations except driving under the influence, domestic violence offenses, and enforcement of protective orders), for each booking in excess of CITY's three-year average of such bookings (recalculated annually). In the event that the State reduces its annual appropriation, COUNTY may reinstate booking fee in accordance with Government Code sections 29550-29552.

J. Distribution of Fines and Forfeitures

All personnel provided by SHERIFF in the performance of the services of this Agreement for CITY shall be COUNTY officers and employees, but shall be deemed officers and employees of CITY for the sole purpose of distributing fines and forfeitures pursuant to Penal Code section 1463.

K. Forfeited Property and Assets

Any property retrieved in CITY by SHERIFF'S personnel such as unclaimed stolen goods or revenue generated by the sale of such property by COUNTY shall be made available to CITY net of allowable expenses, at first option to retain for CITY purposes. Assets seized through the Asset Forfeiture process by SHERIFF's personnel within CITY as a result of self-initiated activities or calls for service shall be shared with CITY according to current Federal Asset Seizure

Guidelines.

L. Availability of Funding

All terms and conditions of this Agreement are subject to the continued appropriations and availability of funds for either party for the performance of the services stated herein.

VI. DEFENSE AND INDEMNIFICATION

A. Indemnification Related to Workers' Compensation and Employment Issues

COUNTY shall fully indemnify and hold harmless CITY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorney's fees and court costs or arbitration costs), costs, damages, or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of COUNTY or any contract labor provider retained by COUNTY, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status or employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of COUNTY or any contract labor provider retained by COUNTY.

CITY shall fully indemnify and hold harmless COUNTY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorney's fees and court costs or arbitration costs), costs, damages, or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of CITY or any contract labor provider retained by CITY, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is

brought by an employee of CITY or any contract labor provider retained by CITY.

B. Defense and Indemnity; Acts and Omissions

1. Claims, Actions or Proceedings Arising From Acts or Omissions of COUNTY

COUNTY hereby agrees to defend and indemnify the CITY, its agents, officers, and employees, from any claim, action or proceeding against CITY, arising out of the acts or omissions of COUNTY in the performance of this Agreement, only where asserted CITY liability is based solely on all of the following three circumstances:

- (1) The incident giving rise to the claim or suit arose out of the CITY's contractual relationship with COUNTY under this Agreement;
- (2) The incident giving rise to the claim or suit is alleged to have occurred within the boundaries of CITY and there is no “dangerous condition” allegation against the CITY; and
- (3) The conduct alleged to be that of the CITY is, in fact, COUNTY conduct.

At its sole discretion, CITY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. CITY shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.

2. Claims, Actions or Proceedings Arising From Acts or Omission of CITY

CITY hereby agrees to defend and indemnify the COUNTY, its agents, officers, and employees, from any claim, action or proceeding against COUNTY, arising out of the acts or omissions of CITY in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve CITY of any obligation imposed by this Agreement. COUNTY shall notify CITY promptly of any claim, action or proceeding and cooperate fully in the defense.

3. Claims, Actions or Proceedings Arising From Concurrent Acts or Omissions

COUNTY hereby agrees to defend itself, and CITY hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and CITY. In such cases, COUNTY and CITY agree to retain their own

legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in section VI.B.5 below (referring to joint defense agreements and reimbursement and/or reallocation).

4. Claims Investigation and Procedure for Determination of Duty to Defend and Indemnify

If the COUNTY and/or CITY receive a claim or claims containing a description of circumstances, and/or are served with a complaint containing allegations, that the actions and/or omissions of the COUNTY and CITY in the performance of this Agreement contributed to the injuries and/or damages alleged in the complaint, the COUNTY shall look beyond the mere description of circumstances or allegations to determine whether CITY acts, omissions or dangerous conditions of CITY property may have contributed to the injuries and/or damages alleged in the complaint, notwithstanding the allegations. The COUNTY, consistent with its long-standing practice, shall review the information in any COUNTY claims file, including investigative materials of the factual circumstances underlying the complaint's allegations and/or available law enforcement agency incident reports. If the COUNTY review determines that there are no facts supporting any viable theory of liability alleged in the complaint against the CITY, the COUNTY shall defend and indemnify the CITY pursuant to the provisions in section VI.B.1 above. However, if as result of the COUNTY review, there appears to be a reasonable basis for concluding that CITY acts, omissions or dangerous conditions of CITY property may have contributed to the injuries and/or damages alleged in the complaint, COUNTY shall, as soon as practicable contact the appropriate CITY representative to discuss COUNTY's findings. If, after the discussion with CITY representative, the COUNTY is convinced that CITY was not involved, the COUNTY shall defend and indemnify the CITY pursuant to the provisions in section VI.B.1, above. However, if there continues to appear to be a

reasonable basis for concluding that CITY acts, omissions or dangerous conditions of CITY property may have contributed to the plaintiff's injuries and/or damages alleged in the complaint, the COUNTY will notify CITY that the COUNTY, pursuant to the provisions of this Agreement, is not obligated to defend and indemnify CITY under section VI.B.4a, above. When the COUNTY defends a claims or suit pursuant to section VI.B.1, above, the CITY shall cooperate with COUNTY in the defense of the action of claim.

5. Joint Defense

Notwithstanding section VI.B.4 above, in cases where COUNTY and CITY agree in writing to a joint defense, COUNTY and CITY may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of CITY and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and CITY. COUNTY and CITY agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows: COUNTY and CITY further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and CITY. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of the parties, COUNTY and CITY may seek reimbursement and/or reallocation of defense costs, judgements and awards, consistent with such comparative fault.

VII. GENERAL PROVISIONS

A. Independent Contractor Status

In the performance of services under this Agreement, COUNTY and their respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents, or employees of CITY. All such personnel provided by COUNTY under this Agreement are under the direct and exclusive supervision, daily direction, and control of COUNTY and COUNTY assumes full responsibility for the actions of such personnel in the performance of

services hereunder.

CITY and COUNTY acknowledge and agree that CITY does not control the manner and means of performing the work of COUNTY's officers, agents, or employees who perform Law Enforcement Services, and that CITY does not have the right or authority to hire, discipline or terminate such officers, agents, or employees. COUNTY has no authority of any kind to bind CITY, and CITY has no authority to bind COUNTY and/or SHERIFF in any respect whatsoever, nor shall COUNTY or SHERIFF act or attempt to act or represent itself directly or by implication as an agent of CITY, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of CITY. CITY shall not act or attempt to act or represent itself directly or by implication as an agent of COUNTY, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of COUNTY.

B. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:

To COUNTY and SHERIFF:

Sheriff's Contracts Manager
PO Box 439062
9621 Ridgehaven Ct
San Diego, CA 92123

To: CITY

City Manager
City of Solana Beach
635 South Highway 101
Solana Beach, CA 92075

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or

two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

C. Time of the Essence

Time is of the essence of this Agreement. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to business days, not to include COUNTY and CITY holidays.

D. Amendments

This Agreement may be modified or amended only by a written document signed by both COUNTY through SHERIFF and CITY. No oral understanding or agreement shall be binding on the parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.

E. Entire Agreement

This Agreement, including all Attachments hereto, constitute the complete and exclusive statement of agreement between COUNTY and CITY with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded in total by this Agreement.

F. Construction

Each party has had the opportunity to participate in the review of this Agreement and this Agreement will be deemed to have been made and shall be construed, interpreted, governed, and enforced pursuant to and in accordance with the laws of the State of California. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the Agreement and shall not be construed against any one party. Each of the Attachments to this Agreement are hereby incorporated into this Agreement by this reference.

G. No Third-Party Beneficiaries

This Agreement is intended solely for the benefit of the COUNTY and the CITY. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

H. Waiver

A waiver by COUNTY of a breach of any of the covenants to be performed by CITY, or a waiver by CITY of a breach of any of the covenants to be performed by COUNTY, shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. In addition, the failure of either party to insist upon strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by COUNTY or CITY of either performance or payment shall not be considered a waiver of the other party's preceding breach of this Agreement.

I. Authority to Enter Agreement

COUNTY and CITY each has all requisite power and authority to conduct its respective business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

J. Cooperation

COUNTY through SHERIFF and CITY will cooperate in good faith to implement this Agreement.

K. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

L. Severability

This Agreement is subject to all applicable laws and regulations. If any provision of this

Agreement is found by any court or other legal authority, or is agreed upon by the parties, to be in conflict with any law or regulation, then the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of this Agreement to either party is lost, then the Agreement may be terminated at the option of the affected party, with the notice as required in this Agreement. In all other cases, the remainder of this Agreement shall be severable and shall continue in full force and effect.

M. Representation

CITY's City Manager, or their designee, shall represent CITY in all discussions pertaining to this Agreement. Sheriff, or their designee, shall represent COUNTY in all discussions pertaining to this Agreement.

N. Job Actions

In the event of a work slowdown, strike, or any other form of job action by those individuals assigned to perform CITY Law Enforcement Services, COUNTY through SHERIFF agrees to provide only that minimal level of service agreed to by CITY and COUNTY, and CITY shall have no responsibility for the cost of SHERIFF's Law Enforcement Services personnel who withhold Law Enforcement Services to CITY under those circumstances.

O. Dispute Resolution Concerning Services and Payment

In the event of any dispute concerning services and payment arising from this Agreement, the Assistant Sheriff of the Law Enforcement Services Bureau and Sheriff's Contracts Manager, or their designees, and CITY's City Manager, or their designee, will meet and confer within ten (10) business days after receiving notice of the dispute in an attempt to resolve the dispute. In the event no agreement can be reached, the Sheriff, or their designee, and the CITY's City Manager, or their designee, shall meet to discuss resolution of said dispute.

P. Obligation

This AGREEMENT shall be binding upon the successors of the members of the City Council,

the Mayor and the City Manager of CITY, and the members of the COUNTY Board of Supervisors and the SHERIFF.

IN WITNESS WHEREOF, the CITY, by resolution duly adopted by its City Council on March 23, 2022, has approved the execution of this contract by its City Manager, and the COUNTY, by order of its Board of Supervisors January 25, 2022, has approved the execution of this contract on the ___ Day of _____, 2022.

CITY

COUNTY OF SAN DIEGO

City Manager

Clerk of the Board of Supervisors

Approved by City Council

Approved by Board of Supervisors

Action_____

Action_____

Date_____

Date_____

By:_____

By:_____

Approved as to form and legality

Approved as to form and legality

By:_____
City Attorney

By:_____
County Counsel

Date_____

Date_____

ATTACHMENTS TO THIS AGREEMENT

- A: Services Cost
- B: City Costs
- C: Overhead Cost Detail
- D: Liability Fund History
- E: Standardized Equipment List

ATTACHMENT A

CONTRACT LAW ENFORCEMENT PROGRAM

**SERVICE COSTS
FY22-23**

SERVICE CATEGORY	SALARY & BENEFITS (Prorate if partial year)	START UP COSTS (Full)	RADIO REPLACEMENT (Prorate if partial year)
STAFF:			
Deputy Patrol	\$218,638.52	\$24,308.00	\$627.14
Deputy Traffic	\$218,638.52	\$24,308.00	\$627.14
Deputy Motor	\$233,892.37	\$24,308.00	\$627.14
Deputy SPO	\$218,638.52	\$24,308.00	\$627.14
Detective	\$228,807.75	\$24,308.00	\$627.14
CSO	\$95,743.97	\$13,948.00	\$627.14
 Sergeant	 \$282,742.95	 \$24,308.00	 \$627.14
 Lieutenants	 \$298,985.45	 \$24,308.00	 \$627.14
Captains	\$348,008.22	\$24,308.00	\$627.14
 Admin Sec II	 \$103,933.48	 \$8,749.00	 \$0.00
Admin Sec I	\$88,265.16	\$8,749.00	\$0.00
Office Assistant	\$83,056.40	\$8,749.00	\$0.00
Office Support Specialist	\$100,165.83	\$8,749.00	\$0.00
Sr. Office Assistant	\$98,016.65	\$8,749.00	\$0.00
Sheriff's Prop & Evid Spec I	\$86,292.01	\$8,749.00	\$0.00
Dept. Aide	\$58,531.22	\$8,749.00	\$0.00
Crime & Intelligence Analyst	\$158,137.43	\$8,749.00	\$0.00
 Rehire (960 program) per hour	 \$40.00		
 AUTO:			
	Ongoing Cost Per Auto (Prorate if partial year)		
Patrol Sedan B/W	\$31,631.69		
Patrol 4x4 B/W	\$38,101.95		
 Traffic Sedan B/W	 \$31,631.69		
Motorcycle	\$15,017.72		
 Management Sedan	 \$14,151.45		
 Detective Sedan & Det. Supervisor	 \$10,660.00		
 SPO - Sedan 4 Dr	 \$10,660.00		
SPO - Van	\$16,193.73		
SPO - B&W	\$31,631.69		
 CSO - Sedan 4 Dr	 \$10,660.00		
CSO - Van	\$9,920.79		

ATTACHMENT C

**OVERHEAD COST DETAIL SHEET
FY2022/2023**

	DEPUTY SHERIFF & SERGEANT	COMMUNITY SERVICE OFFICER
Station Support Staff	Direct Charge Now	Direct Charge Now
Ancillary Support		
Communications Ctr	\$ 18,836.93	\$ 9,418.47
Reserves	\$ -	\$ -
Crime Prevention	\$ 2,241.31	\$ 1,120.66
Crime Analysis	\$ 588.70	\$ 294.35
Traffic Coordinator	\$ 540.11	\$ 270.06
Juvenile Intervention	\$ 3,290.04	\$ 1,645.02
Family Protection	\$ 4,631.72	\$ 2,315.86
Financial Crimes	\$ 3,377.54	\$ 1,688.77
Domestic Violence	\$ 1,572.21	\$ 786.10
Homicide	\$ 4,717.69	\$ 2,358.85
Total	\$ 39,796.25	\$ 19,898.14
Supplies		
Station	Direct Charge Now	Direct Charge Now
Support Other	\$ 2,394.66	\$ 1,197.33
Total	\$ 2,394.66	\$ 1,197.33
Space Cost		
Space	Direct Charge Now	Direct Charge Now
Total	\$ -	\$ -
Management Support		
Admin	\$ 1,763.91	\$ 881.96
Fiscal	\$ 1,935.08	\$ 967.54
Personnel	\$ 3,212.05	\$ 1,606.03
Data Services	\$ 1,704.31	\$ 852.15
Other	\$ 2,301.81	\$ 1,150.91
Total	\$ 10,917.16	\$ 5,458.59
Grand Total	\$ 53,108.07	\$ 26,554.06

Note:

Deputy, Detective, CSO, Sergeant, Station Staff, Station Supplies, Space & Vehicles are calculated directly per station.

ATTACHMENT D

LIABILITY FUND HISTORY

	AMOUNT
Beginning Balance	862,445.74
FY 2012/2013	258,994.88
FY 2013/2014	15,350.61
FY 2014/2015	60,289.48
FY 2015/2016	(635,636.98)
FY 2016/2017	(3,361,519.58)
FY 2017/2018	(415,590.54)
FY 2018/2019	(76,889.66)
FY 2019/2020	(181,243.76)
FY 2020/2021	(1,830,471.74)
FY2021/2022*	<u>662,121.58</u>
Total	<u><u>(4,642,149.97)</u></u>

**Data as of Q1, FY21-22 ONLY*

ATTACHMENT E

STANDARDIZED EQUIPMENT LIST

PATROL STATIONS

VHF Mobile radio

Vehicle Type	Mobile Radio	Handitalk Radio	VHF Mobile Radio	MCT's (1)	VRM Modems	AVL (2)	Light Siren	Plastic Rear Seat	Radar	Push Bar	Gunlock	Winch	Screen
Patrol Sedan	x	x		x	x	x	x	x		x	x		x
Patrol 4X4 (Expedition)	x	x	x	x	x	x	x			x	x	x	x
Patrol 4X4 (Pick Up)	x	x		x	x	x	x			x	x	x	x
Traffic Sedan	x	x		x	x	x	x	x	x	x	x		x
Traffic Motorcycle	x	x							x				
Detective (4-Door)	x	x											
Detective (2-Door)	x	x											
Detective (Black & white)	x	x		x	x	x	x			x	x		x
Detective (Van)	x	x											
CSO (Van)	x	x		x	x		x (3)						
Supervisory Sedan	x	x		No*				x					

(1) Mobile Computer Terminals - purchased by Communication Center.

(2) Auto Vehicle Locator

(3) Amber warning light in rear deck.



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: March 23, 2022
ORIGINATING DEPT: City Clerk's Office
SUBJECT: **Parks and Recreation Commission Appointment**

BACKGROUND:

This item is before the City Council to discuss and appoint a community member to serve on the Parks and Recreation Commission filling one of two vacancies that were not filled at the annual appointments in January.

All appointments to Citizen Commissions are conducted in accordance with Council Policy No. 5 - *Appointment of Citizens to Boards, Commissions, Committees, and Task Forces* (Attachment 1) - and all persons interested in serving on the City's Citizen Commissions are required to "complete and file ... a *Citizen Interest Form (application)*," with the required references, and submit it to the City Clerk for formal application processing. The Application/Citizen Interest Form is available year-round at the City Clerk's Office and on the City's website. The Parks and Recreation Commission's appointments are made by Council-at-large. A majority vote of the City Council is required for appointment.

DISCUSSION:

Noticing

Following the annual vacancy appointments made on January 26, 2022, one of the three vacancies was filled on the Parks and Recreation Commission leaving two vacancies remaining. On January 27, 2022, the City Clerk posted a Notice of Vacancy (Attachment 2) for two positions on the Parks and Commission, per California Government Code Section 54974(a), with a deadline of March 15, 2022, in an effort to refill the positions and bring the Commission to full membership as quickly as possible. By the March 15th deadline, one application (Attachment 3) was received. As in the past, if applications are received after the deadline, they will not be forwarded to Council for consideration, as directed by Council in January 2019 to no longer consider late applications.

Recruitment notices were posted on the City's Official bulletin board and the City's website, e-blast notices were sent out, and past applicants were notified.

Member Requirements

CITY COUNCIL ACTION: _____

SBMC Section 2.72 outlines some of the duties of the Commission; however, there are other duties and assignments provided in relation to various opportunities and issues that occur throughout the year. To carry out the Commission's work, SBMC Section 2.60.010 outlines the requirements of meeting attendance. As a legislative body, like the City Council, Citizen Commissions are required to fulfill a responsibility of participating in each meeting for all matters brought before the Commission. In addition, the Commission Handbook, provided to each appointed/re-appointed member, and posted online, provides various other requirements, regulations, guidelines, and procedures for Commission members.

Member Appointment

The official start date of the appointed Commission members takes effect once the official oath is administered by the City Clerk. The swear-in may take place before or at the first meeting of the Commission. The official oath is required in order to begin participating in Commission business.

FISCAL IMPACT: N/A

WORKPLAN: N/A

OPTIONS:

- Make appointment to the Parks and Recreation Commission.
- Provide alternative direction.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council consider the application submitted and make an appointment to one of the two vacancies on the Parks and Recreation Commission with a term ending January 2024.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gregory Wade, City Manager

Attachments:

1. Council Policy No. 5
2. Vacancy Notice
3. List of Applicants
4. Applications

CITY OF SOLANA BEACH	Policy No. 5
COUNCIL POLICY	Adopted: May 15, 1989 Revised: January 23, 2008 by Resolution 2008-23
GENERAL SUBJECT: Citizen Boards, Commissions & Committees	
SPECIFIC SUBJECT: Appointments of Citizens to Boards, Commissions, Committees and Task Forces.	

PURPOSE:

The purpose of this policy is to establish a consistent process and procedure for appointments to City sponsored Citizen Boards, Commissions, Committees and Task Forces.

POLICY STATEMENT:

Appointments to Citizen Boards, Commissions, Committees and Task Forces are made in accordance with the municipal code and/or specific guideline, as provided, to provide consistency.

POLICY PROCEDURES:

1. All private citizens interested in serving on any Board, Commission, Committee or Task Force or similar group must complete and file with the City Clerk a Citizen Interest Form (application) which may be obtained from the City Clerk's office.
2. Nominations
Councilmembers may nominate private citizens for appointment subject to ratification by a majority of the City Council. Such ratification shall take place at a regular City Council meeting and a duly docketed agenda item.
3. Appointment Protocol
 - a. Appointments will be made in accordance with municipal code requirements. For example, the municipal code may require that a Commission have five positions appointed by individual Councilmembers.
 - b. Appointments that are not outlined in the municipal code and are at-large appointment positions may be nominated by any Councilmember. In the event of multiple appointments, appointments may be divided among individual Councilmembers to share the appointment responsibilities. If the appointments are

shared, it will be for that one time and will not be construed as official individual appointments that would carry forward.

- c. The decision to proceed with an individual appointment alternative for at-large positions will be subject to majority vote of the City Council with such vote taking place at a regular City Council Meeting.

4. Appointments to Outside Agencies

When the City is asked by an outside agency to recommend a private citizen to serve on a Board, Commission, Committee or Task Force or similar group, such recommendation shall be made by the Council and approved by a majority vote of the City Council.



PUBLIC NOTICE

CITY'S CITIZEN COMMISSION POSITION OPENINGS

CITY OF SOLANA BEACH VOLUNTEERS SERVING ON BEHALF OF THE CITY COUNCIL

Applications are being accepted through **Tuesday, March 15, 2022, 5:30 p.m.**
City Council is scheduled to make appointments at the March 23, 2022 City Council Meeting.

PARKS & RECREATION: *Two vacancies – terms will expire January 2024*
This Commission participates in reviewing certain matters regarding the City's parks, programs, and conducts certain City events.

Regular Meeting Schedule: 2nd Thursday of each month at 4:00 p.m.
Composition: 7 members who are all appointed by the Council At-large.
Position's Requirements: At least 18 yrs. old * Resident of the City.



Parks & Recreation

❖ See the City's website for more meeting information, meeting agendas, members, and further information. ❖

[Citizen Interest Forms](#) (Applications) and additional information on the Commissions can be found on the City's website at www.cityofsolanabeach.org (Left tabs: City Government, City Clerk, Citizen Committees) OR at City Hall, 635 S. Highway 101, Solana Beach, (858) 720-2400. Please contact the City Clerk with any questions regarding the recruitment/appointment process.

ATTACHMENT 2

**City of Solana Beach
Citizen Commission Member
Appointment by City Council**

**Application Status
Deadline March 15th 5:30 p.m.**

List of Applicants

PARKS & RECREATION COMMISSION

Applicant	Application Received
Michele Jaffee	3-15-22

APPLICATIONS

This Attachment is not posted online but is available by contacting the City Clerk's Office.