



# 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, January 12, 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](http://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](mailto: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](http://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](mailto: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/87181332544?pwd=bTdUZFpaaWVWeTdYMFQrcUV1SXdz09>  
**Webinar ID: 871 8133 2544**  
If you cannot log on or need to use a phone for audio quality, use one of these call-in numbers:  
**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:

- During each Agenda Item and Oral Communications, attendees will be asked if they would like to speak. Speakers are taken during each agenda item.
- 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.
- 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](mailto:clerkoffice@cosb.org) at least 72 hours prior to the meeting.

<b>CITY COUNCILMEMBERS</b>			
<b>Lesa Heebner, Mayor</b>			
<b>Kelly Harless</b> Deputy Mayor	<b>David A. Zito</b> Councilmember	<b>Jewel Edson</b> Councilmember District 1	<b>Kristi Becker</b> 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.*

SDG&E Via de la Valle Utility Line Reconfiguration

**APPROVAL OF AGENDA:**

## **ORAL COMMUNICATIONS:**

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

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

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

## **COUNCIL COMMUNITY ANNOUNCEMENTS / COMMENTARY:**

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

### **A. CONSENT CALENDAR: (Action Items) (A.1. - A.9.)**

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

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

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

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

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

Recommendation: That the City Council

1. Ratify the list of demands for November 6, 2021 – December 17, 2021.

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

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

#### **A.2. 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.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. 2022 Council Meeting Schedule.** (File 0410-05)

Recommendation: That the City Council

1. Review, edit, and/or approve a 2022 anticipated Council Meeting schedule with proposed cancellations and/or additional meetings.

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

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**A.4. 2020 Sewer & Storm Drain Rehabilitation Project.** (File 1040-26)

Recommendation: That the City Council

1. Adopt Resolution **2022-005**:
  - a. Authorizing the City Council to accept, as complete, the 2020 Sewer & Storm Drain Rehabilitation Project, Bid No. 2020-01, performed by Southwest Pipeline & Trenchless Corporation.
  - b. Approving a change order in the amount of \$38,759 with Southwest Pipeline and authorizing the City Manager to execute the change order.
  - c. Authorizing an appropriation of \$14,487 to the project budget unit from the General Fund.
  - d. Authorizing the City Treasurer to amend the Fiscal Year 2021/22 Adopted Budget accordingly.
  - e. Authorizing the City Clerk to file a Notice of Completion.

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

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**A.5. Successor Agency Recognized Obligation Payment Schedule (ROPS) 2022-23 and Administrative Budget.** (File 0115-30)

Recommendation: That the Successor Agency

1. Receive the Successor Agency's enforceable obligations payment information and administrative budget for the period July 1, 2022 to June 30, 2023.
2. Adopt **Resolution SA-029** approving the SA Administrative Budget for July 1, 2022 to June 30, 2023.
3. Adopt **Resolution SA-030** approving the ROPS 22-23 for July 1, 2022 to June 30, 2023.

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

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**A.6. Community Development Block Grant – Corona Virus (CDBG-CV) Funding for Community Resource Center’s Food and Nutrition Center Program.**

(File 0390-32)

Recommendation: That the City Council

1. Adopt **Resolution 2022-002**:
  - a. Approving the funding allocation of \$29,715 from the CDBG-CV Fund to Community Resource Center to administer the Food and Nutrition Center Program to benefit Solana Beach residents impacted by the Coronavirus pandemic.
  - b. Authorizing the City Manager to submit an application and any other necessary documents to the County to approve the Food and Nutrition Center Program as an authorized use of CDBG-CV funding and get reimbursement.
  - c. Authorizing the City Manager to execute a contract with the County for management and implementation of the CDBG-CV program and such other agreements, memoranda of understanding and documents related thereto.
  - d. After the contract with the County is executed, authorizing the City Manager to execute an agreement with the Community Resource Center in the amount of \$29,715 to administer the Food and Nutrition Center Program.

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

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

**A.7. EDCO Franchise Agreement Amendment.** (File 1030-15)

Recommendation: That the City Council

1. Adopt **Resolution 2022-004** approving Amendment 1 to the EDCO Franchise Agreement to address State organics recycling mandates.

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

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

**A.8. State Parks Grant Application for Beach Restoration and Shoreline Erosion.**

(File 0610-12)

Recommendation: That the City Council

1. Adopt **Resolution 2022-001** authorizing submittal of a Grant application to the State of California Department of Parks and Recreation, Division of Boating and Waterways and authorize the City Manager to act on behalf of the City of Solana Beach, in consultation with the City Attorney, to negotiate and execute all agreements and amendments necessary to comply with the State Parks, Division of Boating and Waterways grant requirements.

[Item A.8. Report \(click here\)](#)

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

## **A.9. Local Emergency Teleconferencing.** (File 0240-25)

Recommendation: That the City Council

1. Adopt **Resolution 2022-008** authorizing remote teleconference meetings of the legislative bodies of the City for the period of January 12, 2022 through February 11, 2022 pursuant to the new provisions of the Brown Act.

### [Item A.9. Report \(click here\)](#)

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

## **D. PUBLIC HEARINGS:** (D.1.)

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

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## **D.1. Redistricting Process.** (File 0430-60)

Recommendation: That the City Council

1. Receive Staff Report.
2. Conduct second public hearing.
3. Review submitted draft maps; and/or
4. Provide instructions to demographic consultant.

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

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

## **B. PUBLIC HEARINGS:** (B.1. – B.2.)

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

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

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 Continued: 211 Ocean St., Applicant: Blakely, Case: DRP21-004/ SDP21-004.** (File 0600-40)

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

1. Conduct the continued 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 2021-128** conditionally approving a DRP and SDP to demolish a single-family residence, construct a replacement two-story, single-family residence with an attached two-car garage, and perform associated site improvements at 211 Ocean Street, Solana Beach.

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

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

**B.2. Public Hearing: 135 S. Sierra Ave., Applicant: Las Brisas Homeowners Association, Case: DRP21-012, SDP21-014.** (File 0600-40)

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

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.
2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt **Resolution 2022-007** conditionally approving a DRP and SDP to add an elevator to an existing multi-family residential development at 135 S. Sierra Avenue, Solana Beach.

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

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

**C. STAFF REPORTS: (C.1.)**

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

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

## **C.1. Council Boards, Committees, & Commissions Mid-Term Review.** (File 0410-05)

Recommendation: That the City Council

1. Review the Regional Boards/Commissions/Committees and make alternate appointments, if necessary.
2. Review Council Standing Committees and make alternate appointments, if necessary.

### [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.*

## **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, 1<sup>st</sup> Alternate-Zito, 2<sup>nd</sup> 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. 22<sup>nd</sup> 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:**

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**Next Regularly Scheduled Meeting is January 26, 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](http://www.cityofsolanabeach.org)

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**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 January 12, 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 January 5, 2022 at 3:00 p.m. on the City Bulletin Board at the entrance to the City Council Chambers. Said meeting is held at 6:00 p.m., January 12, 2022, in the Council Chambers, at City Hall, 635 S. Highway 101, Solana Beach, California.

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

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**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**



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** January 12, 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- 11/06/21 through 12/17/21

Check Register-Disbursement Fund (Attachment 1)		\$	2,578,463.04
Council Payroll	November 11, 2021		4,717.26
Federal & State Taxes	November 11, 2021		396.38
Net Payroll	November 12, 2021		171,558.77
Federal & State Taxes	November 12, 2021		48,833.69
Net Payroll	November 26, 2021		204,956.37
Federal & State Taxes	November 26, 2021		58,689.31
Retirement Payroll	December 1, 2021		4,354.00
Council Payroll	December 9, 2021		4,717.27
Federal & State Taxes	December 9, 2021		396.38
Net Payroll	December 10, 2021		207,871.21
Federal & State Taxes	December 10, 2021		70,512.52

TOTAL		\$	<u>3,355,466.20</u>
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## **DISCUSSION:**

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

## **CEQA COMPLIANCE STATEMENT:**

Not a project as defined by CEQA.

CITY COUNCIL ACTION: _____ _____
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**FISCAL IMPACT:**

The register of demands for November 6, 2021 through December 17, 2021 reflects total expenditures of \$3,355,466.20 from various City sources.

**WORK PLAN:**

N/A

**OPTIONS:**

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

**DEPARTMENT RECOMMENDATION:**

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

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.



\_\_\_\_\_  
Gregory Wade, City Manager

Attachments:

1. Check Register – Disbursement Fund



# City of Solana Beach

## Register of Demands

11/6/2021 - 12/17/2021

Department Vendor	Description	Check/EFT Number	Amount
<b>100 - GENERAL FUND</b>			
PREFERRED BENEFIT INS ADMIN INC.	DENTAL NOV 21	100930	\$2,784.70
PREFERRED BENEFIT INS ADMIN INC.	DENTAL NOV 21	100930	(\$85.80)
PREFERRED BENEFIT INS ADMIN INC.	DENTAL NOV 21	100930	(\$34.10)
ICMA PLAN 302817	ICMA PD 11/10/21	9000372	\$6,536.20
ICMA PLAN 302817	PLAN NUMBER: 302817	9000372	\$13,319.72
ICMA PLAN 302817	PLAN NUMBER: 302817	9000381	\$12,168.76
ICMA PLAN 302817	PD 12/09/21 ICMA	9000384	\$6,536.20
ICMA PLAN 302817	PD 12/10/21	9000384	\$9,569.48
SOLANA BEACH FIREFIGHTERS ASSOC	FD DUES PD 11/12/21	9000376	\$813.50
US BANK	CALCARD CHG-BAVIN	100986	\$90.18
US BANK	CALCARD CHG-BAVIN	100987	\$14.06
US BANK	CALCARD CHG-BAVIN	100987	\$50.83
US BANK	CALCARD CHG-BAVIN	100987	\$11.90
US BANK	CPRS-WENGER-03/2022	100986	\$455.00
US BANK	LCCC CONF-BECKER	100865	(\$475.00)
US BANK	LCCC CONF-G WADE	100865	(\$475.00)
US BANK	MISAC CONF-MANRIQUEZ	100744	\$650.00
US BANK	PRIME MEMBERSHIP	100744	(\$128.22)
LEGAL SHIELD CORP	PPD LEFAL-OCT 21	100752	\$38.85
LEGAL SHIELD CORP	PPD LEGAL-NOV 21	100883	\$38.85
AFLAC	OCTOBER 21	100741	\$803.86
AFLAC	NOVEMBER 21	100858	\$803.86
SAN DIEGO COUNTY SHERIFF'S DEPT.	CR TOW FEE-AUG	100788	(\$54.71)
SAN DIEGO COUNTY SHERIFF'S DEPT.	CR TOW FEE/STAFF-SEP	101008	(\$273.55)
ICMA RHS 801939	PLAN NUMBER: 801939	9000373	\$2,140.68
ICMA RHS 801939	PLAN NUMBER: 801939	9000382	\$2,138.02
ICMA RHS 801939	PD 12/10/21 ICMA	9000385	\$2,254.85
SUN LIFE FINANCIAL	SEP 21 LTD	9000379	\$1,775.28
SUN LIFE FINANCIAL	SEP 21 LIFE&ADD INS	9000379	\$1,501.21
SUN LIFE FINANCIAL	SEP 21 SUPP LIFE INS	9000379	\$283.65
SUN LIFE FINANCIAL	OCT 21 LIFE&ADD INS	9000379	\$1,251.20
SUN LIFE FINANCIAL	OCT 21 SUPP LIFE INS	9000379	\$283.65
SUN LIFE FINANCIAL	OCT 21 LTD	9000379	\$1,524.92
SUN LIFE FINANCIAL	NOV 21 LIFE&ADD INS	9000379	\$1,275.81
SUN LIFE FINANCIAL	NOV 21 SUPP LIFE INS	9000379	\$283.65
SUN LIFE FINANCIAL	NOV 21 LTD	9000379	\$1,524.92
MEDICAL EYE SERVICES	VISION NOV 21	100924	\$448.34
MEDICAL EYE SERVICES	VISION NOV 21	100924	\$20.33
MEDICAL EYE SERVICES	VISION NOV 21	100924	\$11.29

MEDICAL EYE SERVICES	VISION NOV 21	100924	\$11.29
MEDICAL EYE SERVICES	VISION NOV 21	100924	\$11.29
ALL CITY MANAGEMENT SERVICES, INC	Crossing Guards-09/19/21-10/02/21	9000371	\$6,650.92
ALL CITY MANAGEMENT SERVICES, INC	Crossing Guards-09/05/21-09/18/21	9000371	\$5,806.89
ALL CITY MANAGEMENT SERVICES, INC	Crossing Guards-08/22/21-09/04/21	9000371	\$6,313.31
ALL CITY MANAGEMENT SERVICES, INC	Crossing Guards-10/03/21-10/16/21	9000371	\$6,313.31
KELLY WEBSTER	RFND-FCCC 11/20/21	100997	\$500.00

**TOTAL GENERAL FUND****\$95,484.38****1005150 - CITY CLERK**

US BANK	MINUTE TRANSCRIPTION-09/22 MTG	100987	\$20.75
US BANK	MINUTE TRANSCRIPTION-10/13 MTG	100987	\$31.75
US BANK	COUNCIL CUPS	100986	\$233.58
US BANK	TRANSCRIPTION-MTG 08/25	100865	\$69.25
US BANK	TRANSCRIPTION-MTG 09/08	100865	\$24.00
US BANK	COSB STAMP	100865	\$19.95
US BANK	MTG TRANSCRIPTION-07/14	100744	\$25.50
US BANK	STAMP	100744	\$19.95
US BANK	MTG TRANSCRIPTION-06/23	100744	\$36.25
US BANK	STAMP	100744	\$32.02
US BANK	RECORD FEE-EASEMENT	100744	\$0.74
US BANK	RECORD FEE-EASEMENT	100744	\$6.30
UT SAN DIEGO - NRTH COUNTY	ORD 515-AMEND	100905	\$75.14
UT SAN DIEGO - NRTH COUNTY	ORD 520 AMEND	100905	\$75.14
UT SAN DIEGO - NRTH COUNTY	ORD 520-AMEND 2	100905	\$75.14
UT SAN DIEGO - NRTH COUNTY	ORD 517 AMEND	101021	\$75.14
UT SAN DIEGO - NRTH COUNTY	INTRO ORD 518	100905	\$86.00
UT SAN DIEGO - NRTH COUNTY	ORD 521 INTRO	100905	\$91.43
UT SAN DIEGO - NRTH COUNTY	ORD 519 AMEND	100905	\$75.14
UT SAN DIEGO - NRTH COUNTY	ORD 519 ADOPT 2	100905	\$75.14
ROBERT HALF	FRONT DESK COVERAGE WK END 11/26/21	101005	\$1,096.47
GRANICUS INC	FY 22 DISCLOSURE DOCS SUBSCRIPTION	100777	\$3,355.87

**TOTAL CITY CLERK****\$5,600.65****1005200 - CITY MANAGER**

US BANK	SPANISH TRANSLATION	100986	\$60.00
US BANK	LA TIMES SUB	100987	\$51.87
KEYSER MARSTON ASSOCIATES, INC	PROF SVC-OCT	100751	\$490.00
EMANUELS JONES AND ASSOCIATES	PROF SVC-NOV 21	100749	\$2,575.00
EMANUELS JONES AND ASSOCIATES	EMANUELS JONES & ASSOCIATES	100919	\$2,500.00

**TOTAL CITY MANAGER****\$5,676.87****1005250 - LEGAL SERVICES**

NIELSEN MERKSAMER	REDSTRCT PROF SVC-SEP	100888	\$6,710.00
NIELSEN MERKSAMER	REDSTRCT PROF SVC-OCT	100888	\$9,456.50
BURKE WILLIAMS & SORENSEN	96-0033-PROF SVC-SEP	100864	\$2,100.00
BURKE WILLIAMS & SORENSEN	96-0038-PROF SVC-SEP	100864	\$7,000.00
BURKE WILLIAMS & SORENSEN	RETAIN-SEP	100864	\$11,250.00
BURKE WILLIAMS & SORENSEN	96-0001-PROF SVC-SEP	100864	\$6,494.50
BURKE WILLIAMS & SORENSEN	96-0001.003-PROF SVC-SEP	100864	\$1,700.00

BURKE WILLIAMS & SORENSEN	96-0014-PROF SVC-SEP	100864	\$1,760.00
BURKE WILLIAMS & SORENSEN	96-0019-PROF SVC-SEP	100864	\$1,600.00
BURKE WILLIAMS & SORENSEN	96-0029-PROF SVC-SEP	100864	\$220.00
<b>TOTAL LEGAL SERVICES</b>			<b>\$48,291.00</b>

**1005300 - FINANCE**

HDL-HINDERLITER, DE LLAMAS & ASSOC	Q2/2021-OCT-DEC 2021	100996	\$5,123.67
STAPLES CONTRACT & COMMERCIAL	2951198331/2953183861/2962438721/2963274361	101015	\$58.69
STAPLES CONTRACT & COMMERCIAL	2951198331/2953183861/2962438721/2963274361	101015	\$167.85
STAPLES CONTRACT & COMMERCIAL	2951198331/2953183861/2962438721/2963274361	101015	\$78.65
US BANK	TAX SEMINAR-SMITH	100986	\$410.00
KOPPEL & GRUBER PUBLIC FINANCE	BENEFIT FEE ASSESSMENT DISTRICTS ADMIN-JUL-SEPT	100922	\$554.98
LANCE,SOLL & LUNGHARD, LLP	FY21 AUDIT SCV	100780	\$11,628.20
LANCE,SOLL & LUNGHARD, LLP	FY21 AUDIT SVC	100998	\$5,814.10
XEROX CORPORATION	XEROX-CLERK	100908	\$83.37
XEROX CORPORATION	XEROX-CLERK	101026	\$49.80
SUPERIOR PRESS	BANK DEPOSIT SLIP FORMS	100900	\$158.51
<b>TOTAL FINANCE</b>			<b>\$24,127.82</b>

**1005350 - SUPPORT SERVICES**

STAPLES CONTRACT & COMMERCIAL	2951198331/2953183861/2962438721/2963274361	101015	(\$39.86)
STAPLES CONTRACT & COMMERCIAL	2951198331/2953183861/2962438721/2963274361	101015	\$40.47
XEROX CORPORATION	XEROX-CLERK	100908	\$271.68
XEROX CORPORATION	XEROX-PLANNING	100908	\$118.76
XEROX CORPORATION	XEROX-PLANNING	100908	\$546.78
XEROX CORPORATION	XEROX-UPSTAIRS	100908	\$82.13
XEROX CORPORATION	XEROX-UPSTAIRS	100908	\$298.25
XEROX CORPORATION	PLANNING-FIERY	100908	\$132.61
XEROX CORPORATION	UPSTAIRS-FIERY	100908	\$132.61
XEROX CORPORATION	CLERK-FIERY	100908	\$122.84
XEROX CORPORATION	XEROX-UPSTAIRS	101026	\$49.75
XEROX CORPORATION	XEROX-UPSTAIRS	101026	\$298.25
XEROX CORPORATION	XEROX-CLERK	101026	\$271.68
XEROX CORPORATION	XEROX-PLANNING	101026	\$29.07
XEROX CORPORATION	XEROX-PLANNING	101026	\$546.78
XEROX CORPORATION	XEROX-FIERY-PLN	101026	\$132.61
XEROX CORPORATION	XEROX-FIERY-UPSTAIRS	101026	\$132.61
XEROX CORPORATION	XEROX-FIERY-CLERK	101026	\$122.84
JENNIFER REED	ADMIN SVC-OCT	9000374	\$139.75
JENNIFER REED	ADMIN SVC-NOV	9000390	\$68.25
<b>TOTAL SUPPORT SERVICES</b>			<b>\$3,497.86</b>

**1005400 - HUMAN RESOURCES**

SHARP REES-STEALY MEDICAL CTRS INC	PRE-EMPLOYMENT SCREEN	100791	\$269.00
SHARP REES-STEALY MEDICAL CTRS INC	PRE-EMPLOYMENT SCREEN	100934	\$109.00
SAN DIEGUITO TROPHY	ANNIVERSARY PLAQUES	101010	\$276.56
US BANK	TONER	100986	\$159.23
US BANK	OPEN ENROLLMENT BFAS	100865	\$149.19
US BANK	GET WELL GIFT	100744	\$121.95
POUNEH SAMMAK	RFND-GIFT CARDS/PANEL MEMBERS	101002	\$60.00

EMPLOYMENT DEVELOPMENT DEPARTMENT	SUI PE 09/30/21	100801	\$722.06
WAGeworks	FSA ADMIN-NOV	100939	\$134.00
WAGeworks	CAA AMENDMENT FEE-MAY	101023	\$100.00
WAGeworks	FSA ADMIN-JUN	101023	\$128.75
WAGeworks	FSA ADMIN-AUG	101023	\$128.75
WAGeworks	FSA ASMIN-SEP	101023	\$134.00
RYAN PESTER	GEN PSYCHLGY/PRINC FIRE & EMRGNCY SRVC-PESTER	100933	\$705.00
MEDICAL EYE SERVICES	VISION NOV 21	100924	(\$0.21)
CHARLES MEAD	STRTGC PLNNG/CORP FINANCE-MEAD	100923	\$1,950.00
PRIMO INVESTIGATIONS	BCKGRND CHK-PW OPS MNGR	100931	\$375.00
ANDA WRIGHT	PROF ENGINEERING LICENSE-WRIGHT	100912	\$1,988.96
DANIEL WELTE	D WELTE LIVSCAN	100990	\$57.00
KIMBERLY POWERS	2021 EE APPRECIATION LUNCHEON PHOTO BOOTH	100909	\$500.00

**TOTAL HUMAN RESOURCES****\$8,068.24****1005450 - INFORMATION SERVICES**

COX COMMUNICATIONS INC	13410039730701-10/19-11/18	100746	\$114.17
COX COMMUNICATIONS INC	0013410116811601-11/06-12/05	100989	\$67.39
COX COMMUNICATIONS INC	0013410039730701-11/19-12/18	100989	\$310.66
US BANK	HOSTING DOMAINS-SEP	100987	\$9.95
US BANK	CONSTANT CONTACT-OCT	100987	\$55.00
US BANK	AT&T INTERNET-8/18-9/17	100865	\$53.50
US BANK	HOSTING DOMAINS-AUG	100865	\$9.95
US BANK	STEP STOOL	100865	\$45.24
US BANK	KEYBOARD/MOUSE	100865	\$31.13
US BANK	CONSTANT CONTACT-SEP	100865	\$55.00
US BANK	AT&T-301097995 07/18-08/17	100744	\$53.50
US BANK	PRINTER	100744	\$160.33
US BANK	WIRELESS ACCESS POINT	100744	\$149.78
US BANK	3 WEBCAMS/1 HEADSET	100744	\$341.51
US BANK	WEBCAM STAND	100744	\$13.79
US BANK	CONF MICROPHONE	100744	\$35.55
US BANK	CABLE TOOLS	100744	\$21.54
US BANK	HDMI TO VGA ADAPTER	100744	\$25.83
US BANK	CLOUD WIFI	100744	\$106.68
US BANK	BATTERIES	100744	\$32.86
US BANK	STORAGE/TOTES/	100744	\$171.08
US BANK	LAPTOP CHARGER	100744	\$27.96
US BANK	ZIP LOCK BAGS	100744	\$23.69
US BANK	MISAC MMBRSHP-MANRIQUEZ	100744	\$130.00
US BANK	2 KEYBOARD	100744	\$129.28
US BANK	SYMPATHY FLOWERS	100744	\$107.58
US BANK	E-WASTE REMOVAL	100744	\$385.00
US BANK	HOSTING DOMAINS-JUL	100744	\$9.95
US BANK	CONSTANT CONTACT-AUG	100744	\$55.00
VERIZON WIRELESS-SD	670601022-10/24-11/23	101022	\$152.04
GOLDEN TELECOM, INC.	MS-PHONE MAINT	100881	\$227.15
WESTERN AUDIO VISUAL	CHAMBERS TECH-NOV	100799	\$499.00
AT&T CALNET 3	9391012282-10/24-11/23	100984	\$21.47

AT&T CALNET 3	9391053641-10/24-11/23	100984	\$166.16
AT&T CALNET 3	9391062899-10/24-11/23	100984	\$166.16
AT&T CALNET 3	9391012278-10/24-11/23	100984	\$3,041.55
AT&T CALNET 3	9391012282-09/24-10/23	100984	\$21.72
AT&T CALNET 3	9391053641-09/24-10/23	100984	\$166.16
AT&T CALNET 3	9391012278-09/24-10/24	100984	\$3,013.64
AT&T CALNET 3	9391062899-09/24-10/24	100984	\$166.16
MANAGED SOLUTION	PROF SVC-OCT	100782	\$900.00
MANAGED SOLUTION	PROF SVC-OCT	100782	\$1,275.30
MANAGED SOLUTION	PROF SVC-OCT	100782	\$416.25
FISHER INTEGRATED, INC.	COUNCIL WEB STRM-SEP	100750	\$800.00

**TOTAL INFORMATION SERVICES****\$13,765.66****1005550 - PLANNING**

US BANK	BUSINESS CARDS-DELMER/YIM	100744	\$74.33
UT SAN DIEGO - NRTH COUNTY	PUB NTC-2021-29 HOUSING ELMNT UPDATE	100795	\$86.00
UT SAN DIEGO - NRTH COUNTY	PUB HRNG-DRP21-008/SDP21-0009	101021	\$393.29
UT SAN DIEGO - NRTH COUNTY	PUB HRNG-DRP21-004/SDP21-0004	100937	\$448.87
COUNTY OF SAN DIEGO ASSESSOR/RECORDR	MAP FEE-11/01/21	100871	\$2.00
1 STOP TONER & INKJET, LLC	TONER	100928	\$94.19

**TOTAL PLANNING****\$1,098.68****1005560 - BUILDING SERVICES**

DEL MAR BLUE PRINT COMPANY, INC.	LOT SCAN	100874	\$433.04
ESGIL CORPORATION	BLDG PRMT-SEPT	100776	\$52,893.00
ESGIL CORPORATION	BLDG PRMT-OCT	100994	\$21,802.04

**TOTAL BUILDING SERVICES****\$75,128.08****1005590 - PARKING ENFORCEMENT**

US BANK	BELT/PANT/SHIRT-WELTE	100986	\$348.53
DATATICKET INC.	FY21 PARKING TCKT ADMIN-MAR	100773	\$393.48
DATATICKET INC.	FY22 PARKING TICKET ADMIN-JULY	100773	\$545.18
DATATICKET INC.	FY22 PARKING TICKET ADMIN-SEPT	100773	\$781.78
DATATICKET INC.	FY22 PARKING TICKET PROCESSING-OCT	100917	\$120.00
DATATICKET INC.	PARKING TICKET ADMIN-OCT	100917	\$410.52
VERIZON WIRELESS-SD	FY22 CODE COMPLIANCE PHONE/IPAD	100760	\$141.31
VERIZON WIRELESS-SD	442224168-10/24-11/23	101022	\$141.31
BILL SMITH FOREIGN CAR SERVICE INC	RANGER-RADIATOR REPLACE	100861	\$1,712.91
1 STOP TONER & INKJET, LLC	TONER-PLN	101001	\$72.64
WEX FLEET UNIVERSAL	AUTO FUEL-09/08-10/07	100762	\$159.42
WEX FLEET UNIVERSAL	AUTO FUEL-10/08-11/07	100762	\$160.35
WEX FLEET UNIVERSAL	AUTO FUEL-11/08-12/07	101025	\$170.27

**TOTAL PARKING ENFORCEMENT****\$5,157.70****1006110 - LAW ENFORCEMENT**

SAN DIEGO COUNTY SHERIFF'S DEPT.	FY22 CAL ID Q1 & Q2	100754	\$1,262.00
SAN DIEGO COUNTY SHERIFF'S DEPT.	LAW ENFORCEMENT-AUG	100788	\$390,625.33
SAN DIEGO COUNTY SHERIFF'S DEPT.	STAFF CR: 08/01-08/31	100788	(\$4,025.58)
SAN DIEGO COUNTY SHERIFF'S DEPT.	SB OVERTIME-AUG	100788	\$430.11
SAN DIEGO COUNTY SHERIFF'S DEPT.	LAW ENFORCEMENT-SEP	101008	\$390,625.34
SAN DIEGO COUNTY SHERIFF'S DEPT.	CR TOW FEE/STAFF-SEP	101008	(\$3,895.73)

**TOTAL LAW ENFORCEMENT****\$775,021.47****1006120 - FIRE DEPARTMENT**

SANTA FE IRRIGATION DISTRICT	005512-000-09/02-11/01	100894	\$606.52
US BANK	DISHWASHER PODS/WAX	100986	\$85.02
US BANK	CHARGER	100987	\$17.21
US BANK	CLEANER/THERMOMETORS	100986	\$108.94
US BANK	DETERGENT/BLEANER/TWLS	100986	\$299.25
US BANK	HEADSET MAINT	100986	\$389.45
US BANK	HEADSET MAINT SHIPPING	100987	\$11.59
US BANK	RESCUE TOOL	100986	\$671.02
US BANK	TRAFFIC CONES (5)	100865	\$50.16
US BANK	KAY RINGS/TAGS/HOOKS	100865	\$50.61
US BANK	BAG PULLS	100865	\$10.76
US BANK	HEAD LAMP/LIGHTER CAP/DRILL BIT	100865	\$192.50
US BANK	KEY IDNTFR/SCREWS/LINKS	100865	\$43.37
US BANK	IPHONE PROTECTORS	100865	\$50.62
US BANK	CAST IRON CLEANER	100865	\$30.11
US BANK	TOILET CLEANER	100865	\$36.02
US BANK	BAGS/DETERGENT/CLNR/TWLS	100865	\$330.13
US BANK	CALCHIEFS CONF-FORD	100865	\$500.00
US BANK	TRAINING SUPPLIES	100865	\$1,073.54
US BANK	WATER BOTTLES	100744	\$5.45
US BANK	DISINFECTING SPRAY	100744	\$64.64
US BANK	SPRAY BOTTLE/LIGHT BULB	100744	\$22.32
US BANK	DISHWASHER SHELF	100744	\$51.13
US BANK	FIRE WEATHER METER	100744	\$199.00
US BANK	ORGANIZER/ZIP TIES/SHOWER HEAD	100744	\$98.25
ACE UNIFORMS & ACCESSORIES	BOOTS-MOGAN	100856	\$357.21
ACE UNIFORMS & ACCESSORIES	PANTS/BOOTS-STYERS	100856	\$454.62
VERIZON WIRELESS-SD	962428212-09/29-10/28	100906	\$618.01
FIRE ETC.	BOOTS-TOTH	100878	\$537.20
REGIONAL COMMS SYS, MS 056 - RCS	CAP CODE-OCT	100892	\$32.50
FIRE STATS, LLC	FIRE DATA-JUL21-AUG21/SEP21	100879	\$306.00
FIRE STATS, LLC	FIRE DATA-JUL21-AUG21/SEP21	100879	\$212.50
BLUE CARD-ACROSS THE STREET PRODCTN	RECORD MNGMNT RENEWAL 21	100862	\$172.80
AT&T CALNET 3	9391012280-09/24-10/23	100859	\$1,066.53
AT&T CALNET 3	9391059865-10/01-10/31	100859	\$395.63
WEX BANK	AUTO FUEL/CR EXEMPT TAX-OCT	100907	\$1,514.55
WEX BANK	AUTO FUEL/CR EXEMPT TAX-OCT	100907	(\$77.69)
WEX FLEET UNIVERSAL	AUTO FUEL-09/08-10/07	100762	\$419.34
WEX FLEET UNIVERSAL	AUTO FUEL-10/08-11/07	100762	\$323.00
WEX FLEET UNIVERSAL	AUTO FUEL-11/08-12/07	101025	\$589.37
ROADONE INC	TOWING- FIRE LADDER TRUCK	100893	\$945.00
LINEGEAR FIRE & RESCUE EQUIPMENT	BELT/TLK BX/RADIO HARNS/RFFN BAG-SCHMIT	100781	\$580.23
LINEGEAR FIRE & RESCUE EQUIPMENT	HLEMET/GLOVES-SCHMIT	100781	\$134.04

**TOTAL FIRE DEPARTMENT****\$13,578.45****1006130 - ANIMAL CONTROL**

HABITAT PROTECTION, INC	DEAD ANIMAL REMOVAL-10/28/21	100890	\$145.00
SAN DIEGO HUMANE SOCIETY & S.P.C.A.	SD HUMANE-NOV	100789	\$7,228.00
SAN DIEGO HUMANE SOCIETY & S.P.C.A.	FY22 ANIMAL SVC-OCT	101009	\$7,228.00
SAN DIEGO HUMANE SOCIETY & S.P.C.A.	FY22 ANIMAL SCV-DEC	101009	\$7,228.00
<b>TOTAL ANIMAL CONTROL</b>			<b>\$21,829.00</b>

**1006150 - CIVIL DEFENSE**

COUNTY OF SAN DIEGO-EMERGENCY SVC	FY 21/22 SD OES HIRT MMBRSHP FEE	100872	\$27,269.00
COUNTY OF SAN DIEGO-EMERGENCY SVC	FY22 UDC MEMBERSHIP	100872	\$815.00
AT&T CALNET 3	9391012275 - 09/24-10/23	100742	\$166.16
AT&T CALNET 3	9391012275-10/24-11/23	100913	\$166.16
<b>TOTAL CIVIL DEFENSE</b>			<b>\$28,416.32</b>

**1006170 - MARINE SAFETY**

CAMEO PAPER & JANITORIAL SUPPLY INC	TOWELS	100767	\$57.10
DAY WIRELESS SYSTEMS (20)	FS RADIO REPAIR	100873	\$560.00
US BANK	FIRE EXTINGUISHER	100987	\$21.32
US BANK	DETERGENT	100987	\$12.38
US BANK	GLOVES/POLISH	100986	\$81.21
US BANK	RED CROSS TRN-FRYE	100987	\$23.00
US BANK	TOWER MOVE LUNCH	100986	\$66.71
US BANK	INSTRUCTORII FEE-PENNELL	100987	\$45.00
US BANK	STINGRAY BAGS	100986	\$63.77
US BANK	FACE MASKS	100987	\$22.53
US BANK	PARTS-VEHICLE MAINT	100986	\$679.84
US BANK	USLA MEMBERSHIP DUES	100865	\$30.00
US BANK	ANTI FOG MASK	100865	\$6.37
US BANK	TANK MAINT	100865	\$6.36
US BANK	PRINTER INK	100865	\$108.71
US BANK	BOLT SNAP SWIVEL	100865	\$16.13
US BANK	BINOCULAR REPAIR	100865	\$70.00
US BANK	PORTABLE RADIO	100865	\$96.97
US BANK	TARP	100865	\$19.92
US BANK	EMR CERT RENEWAL	100865	\$32.00
US BANK	GRAMMARLY SUBSCRIPTION	100865	\$144.00
US BANK	SURF FORCASTING SUBSCRIPTION	100865	\$95.88
US BANK	TWR STORAGE MTG LUNCH	100865	\$32.90
US BANK	VHR RADIO ANTENNA	100744	\$8.61
US BANK	TOW STRAPS	100744	\$80.79
US BANK	COLD PACKS	100744	\$17.18
US BANK	GLASS CLEANER	100744	\$11.84
US BANK	DISHWASHER DETERGENT	100744	\$15.07
US BANK	AMERICAN FLAG	100744	\$12.92
US BANK	2 BUNGEE STABILIZER	100744	\$65.25
US BANK	STORAGE BINS	100744	\$89.66
US BANK	BINDER/WHITE OUT	100744	\$13.45
US BANK	LUGGAGE STRAP	100744	\$5.32
US BANK	BUNGEE CORDS	100744	\$9.69
US BANK	WOOD GLUE	100744	\$4.30

CULLIGAN OF SAN DIEGO	DRINKING WATER SVC-NOV	100772	\$48.83
VERIZON WIRELESS-SD	962428212-09/29-10/28	100906	\$152.04
WEX FLEET UNIVERSAL	AUTO FUEL-09/08-10/07	100762	\$962.69
WEX FLEET UNIVERSAL	AUTO FUEL-10/08-11/07	100762	\$589.56
WEX FLEET UNIVERSAL	AUTO FUEL-11/08-12/07	101025	\$684.40
<b>TOTAL MARINE SAFETY</b>			<b>\$5,063.70</b>

**1006510 - ENGINEERING**

US BANK	COUNTY MAP FEE	100744	\$12.00
UT SAN DIEGO - NRTH COUNTY	PUB HRNG-FY23 CMMNTY BLCK GRNT	100795	\$302.87
VERIZON WIRELESS-SD	362455526-10/02-11/01	100906	\$18.11
UNDERGROUND SVC ALERT OF SOCAL INC	DIG ALERT-NOV	100794	\$117.25
UNDERGROUND SVC ALERT OF SOCAL INC	CA ST REGLRTY-NOV	100794	\$54.29
UNDERGROUND SVC ALERT OF SOCAL INC	CA ST REGLRTY-NOV	101018	\$54.29
UNDERGROUND SVC ALERT OF SOCAL INC	DIG ALERT-NOV	101018	\$67.75
WEX FLEET UNIVERSAL	AUTO FUEL-09/08-10/07	100762	\$155.20
WEX FLEET UNIVERSAL	AUTO FUEL-10/08-11/07	100762	\$158.26
WEX FLEET UNIVERSAL	AUTO FUEL-11/08-12/07	101025	\$141.69
<b>TOTAL ENGINEERING</b>			<b>\$1,081.71</b>

**1006520 - ENVIRONMENTAL SERVICES**

MISSION LINEN & UNIFORM INC	LAUNDRY-PUB WORKS	100785	\$12.57
MISSION LINEN & UNIFORM INC	LAUNDRY-PUB WORKS	100785	\$12.57
MISSION LINEN & UNIFORM INC	LAUNDRY-PUB WORKS	100885	\$12.57
MISSION LINEN & UNIFORM INC	LAUNDRY-PUB WORKS	100885	\$12.57
MISSION LINEN & UNIFORM INC	LAUNDRY PUB WORKS	100926	\$12.57
AFFORDABLE PIPELINE SERVICES INC	H-STORM DRAIN MAINT	100911	\$1,140.00
AFFORDABLE PIPELINE SERVICES INC	K-STORM DRAIN MAINT	100911	\$1,100.00
AFFORDABLE PIPELINE SERVICES INC	O-STORM DRAIN MAINT	100911	\$570.00
SANTA FE IRRIGATION DISTRICT	005506-014-10/02-11/01	100756	\$251.20
SANTA FE IRRIGATION DISTRICT	005506-014 11/02/21-12/01/21	101013	\$189.08
US BANK	PET WASTE BAGS (6)	100865	\$683.20
US BANK	PET WASTE BAGS (18)	100865	\$1,480.29
UT SAN DIEGO - NRTH COUNTY	PUB NCT-INTRO 518	100905	\$360.94
MIKHAIL OGAWA ENGINEERING	ASSISTANCE MANAGING STORM WATER PROGRAM	100784	\$8,159.68
VERIZON WIRELESS-SD	362455526-10/02-11/01	100906	\$18.11
SAN ELIJO JPA	SAN ELIJO JPA	101011	\$2,677.00
WEX FLEET UNIVERSAL	AUTO FUEL-09/08-10/07	100762	\$451.50
WEX FLEET UNIVERSAL	AUTO FUEL-10/08-11/07	100762	\$460.41
WEX FLEET UNIVERSAL	AUTO FUEL-11/08-12/07	101025	\$412.19
CLEAN EARTH ENVIROMENTAL SOLUTIONS	HHW-OCT	100869	\$991.28
<b>TOTAL ENVIRONMENTAL SERVICES</b>			<b>\$19,007.73</b>

**1006530 - STREET MAINTENANCE**

MISSION LINEN & UNIFORM INC	LAUNDRY-PUB WORKS	100785	\$21.57
MISSION LINEN & UNIFORM INC	LAUNDRY-PUB WORKS	100785	\$21.57
MISSION LINEN & UNIFORM INC	LAUNDRY-PUB WORKS	100885	\$21.57
MISSION LINEN & UNIFORM INC	LAUNDRY-PUB WORKS	100885	\$21.57
MISSION LINEN & UNIFORM INC	LAUNDRY PUB WORKS	100926	\$21.57
DIXIELINE LUMBER CO INC	FLASHLIGHT/SHOVEL/RATCHET TIE DOWN	100918	\$88.34

DIXIELINE LUMBER CO INC	NUTS/WASHER	100991	\$1.24
DIXIELINE LUMBER CO INC	PAINT BRUSH/PAINT	100918	\$20.04
SANTA FE IRRIGATION DISTRICT	001695-000-10/02-11/01	100756	\$126.74
SANTA FE IRRIGATION DISTRICT	011695-000 11/02/21-12/01/21	101013	\$129.20
SDG&E CO INC	UTILITIES-10/01-11/08	100895	\$640.75
SDG&E CO INC	UTILITIES-10/01-11/08	100895	(\$330.15)
SDG&E CO INC	UTLITIES-08/10-11/08	100895	\$921.40
SDG&E CO INC	UTLITIES-08/10-11/08	100895	(\$78.48)
VERIZON WIRELESS-SD	362455526-10/02-11/01	100906	\$18.11
BILL SMITH FOREIGN CAR SERVICE INC	F-350-OIL CHANGE	100985	\$59.68
JOSE GARCIA	MILEAGE-11/14/21	100882	\$34.72
WEX FLEET UNIVERSAL	AUTO FUEL-09/08-10/07	100762	\$409.18
WEX FLEET UNIVERSAL	AUTO FUEL-10/08-11/07	100762	\$417.25
WEX FLEET UNIVERSAL	AUTO FUEL-11/08-12/07	101025	\$373.55
WEST COAST ARBORISTS, INC.	TREE SERVICE-10/01-10/15	100798	\$5,346.00
<b>TOTAL STREET MAINTENANCE</b>			<b>\$8,285.42</b>

**1006540 - TRAFFIC SAFETY**

SDG&E CO INC	UTILITIES-10/01-11/08	100895	\$492.14
SDG&E CO INC	UTLITIES-08/10-11/08	100895	\$1,168.21
SDG&E CO INC	UTLITIES-08/10-11/08	100895	(\$640.14)
DEPARTMENT OF TRANSPORTATION	COST SHARE AGMT - I-5 TRAFFIC SIGNALS	100774	\$366.72
DEPARTMENT OF TRANSPORTATION	COST SHARE AGMT - I-5 TRAFFIC SIGNALS	100774	\$483.37
REDFLEX TRAFFIC SYSTEMS, INC	RED LIGHT CAMERA-OCT	9000378	\$7,158.00
REDFLEX TRAFFIC SYSTEMS, INC	RED LIGHT CAMERA-NOV	9000389	\$7,158.00
VERIZON WIRELESS-SD	362455526-10/02-11/01	100906	\$12.94
TRAFFIC SUPPLY, INC	SINAGE/HYDRANT LOCATORS	100793	\$400.98
TRAFFIC SUPPLY, INC	SIGNAGE	100903	\$133.61
AT&T CALNET 3	9391012279 - 09/24-10/23	100742	\$48.00
AT&T CALNET 3	9391012278-10/24-11/23/21	100859	\$47.48
ALL CITY MANAGEMENT SERVICES, INC	Crossing Guards-09/19/21-10/02/21	9000371	\$3,581.26
ALL CITY MANAGEMENT SERVICES, INC	Crossing Guards-09/05/21-09/18/21	9000371	\$3,126.79
ALL CITY MANAGEMENT SERVICES, INC	Crossing Guards-08/22/21-09/04/21	9000371	\$3,399.47
ALL CITY MANAGEMENT SERVICES, INC	Crossing Guards-10/03/21-10/16/21	9000371	\$3,399.47
SIEMENS MOBILITY, INC.	TRAFFIC SIGNAL MAINT/REPAIR-SEP	100758	\$953.93
SIEMENS MOBILITY, INC.	TRAFFIC SIGNAL MAINT/REPAIR-SEP	100758	\$1,120.00
SIEMENS MOBILITY, INC.	TRAFFIC SIGNAL MAINT-OCT	100896	\$1,120.00
<b>TOTAL TRAFFIC SAFETY</b>			<b>\$33,530.23</b>

**1006550 - STREET CLEANING**

SANTA FE IRRIGATION DISTRICT	001695-000-10/02-11/01	100756	\$74.43
SANTA FE IRRIGATION DISTRICT	011695-000 11/02/21-12/01/21	101013	\$75.88
CLEAN STREET	STREET SWEEPING-OCT	100770	\$3,871.45
CLEAN STREET	CITY-WIDE STREET SWEEPING SERVICES	100915	\$3,871.45
<b>TOTAL STREET CLEANING</b>			<b>\$7,893.21</b>

**1006560 - PARK MAINTENANCE**

MISSION LINEN & UNIFORM INC	LAUNDRY-PUB WORKS	100785	\$15.28
MISSION LINEN & UNIFORM INC	LAUNDRY-PUB WORKS	100785	\$15.28
MISSION LINEN & UNIFORM INC	LAUNDRY-PUB WORKS	100885	\$15.28

MISSION LINEN & UNIFORM INC	LAUNDRY-PUB WORKS	100885	\$15.28
MISSION LINEN & UNIFORM INC	LAUNDRY PUB WORKS	100926	\$15.28
RANCHO SANTA FE SECURITY SYS INC	ALARM MONITORING-NOV	101003	\$264.10
RANCHO SANTA FE SECURITY SYS INC	SECURITY PATROL-NOV	101003	\$611.58
RANCHO SANTA FE SECURITY SYS INC	SECURITY PATROL-OCT	101003	\$611.58
RANCHO SANTA FE SECURITY SYS INC	ALARM MONITORING-OCT	101003	\$264.10
DIXIELINE LUMBER CO INC	LUMBER/STAKES	100747	\$421.98
DIXIELINE LUMBER CO INC	LANDSCAPE BARK	100875	\$12.91
DIXIELINE LUMBER CO INC	REFLECTIVE TAPE	100991	\$9.29
DIXIELINE LUMBER CO INC	RUSTOLEUM	100918	\$13.55
DIXIELINE LUMBER CO INC	OUTLET COVER/PLATE	100991	\$25.48
DIXIELINE LUMBER CO INC	AEROSOL DUSTER/DRILL BIT SET/DRIVER SET	100991	\$103.46
DIXIELINE LUMBER CO INC	PADLOCKS	100991	\$41.99
SANTA FE IRRIGATION DISTRICT	005506-018-10/02-11/01	100756	\$263.73
SANTA FE IRRIGATION DISTRICT	005506-019-10/02-11/01	100756	\$709.47
SANTA FE IRRIGATION DISTRICT	005506-000-09/02-11/01	100756	\$98.86
SANTA FE IRRIGATION DISTRICT	005506-001-09/02-11/01	100756	\$74.42
SANTA FE IRRIGATION DISTRICT	005506-002-09/02-11/01	100756	\$330.07
SANTA FE IRRIGATION DISTRICT	005979-001-09/02-11/01	100756	\$103.54
SANTA FE IRRIGATION DISTRICT	012448-000-09/02-11/01	100756	\$130.83
SANTA FE IRRIGATION DISTRICT	012448-001-09/02-11/01	100756	\$82.85
SANTA FE IRRIGATION DISTRICT	005506-009-09/02-11/01	100756	\$74.42
SANTA FE IRRIGATION DISTRICT	005506-010-09/02-11/01	100756	\$179.85
SANTA FE IRRIGATION DISTRICT	005506-011-09/02-11/01	100756	\$300.97
SANTA FE IRRIGATION DISTRICT	005506-012-09/02-11/01	100756	\$1,620.17
SANTA FE IRRIGATION DISTRICT	005506-013-09/02-11/01	100756	\$160.45
SANTA FE IRRIGATION DISTRICT	005506-004-09/02-11/01	100756	\$74.42
SANTA FE IRRIGATION DISTRICT	005506-005-09/02-11/01	100756	\$227.32
SANTA FE IRRIGATION DISTRICT	005506-006-09/02-11/01	100756	\$147.89
SANTA FE IRRIGATION DISTRICT	005506-007-09/02-11/01	100756	\$102.25
SANTA FE IRRIGATION DISTRICT	005506-015 09/16-11/02	100894	\$233.43
SANTA FE IRRIGATION DISTRICT	005506-016 09/16-11/02	100894	\$398.40
SANTA FE IRRIGATION DISTRICT	005979-003 09/16-11/02	100894	\$810.15
SANTA FE IRRIGATION DISTRICT	005979-005-10/02/21-12/01/21	101013	\$349.60
SANTA FE IRRIGATION DISTRICT	005506-018-11/02/21-12/01/21	101013	\$193.35
SANTA FE IRRIGATION DISTRICT	005506-019-11/02/21-12/01/21	101013	\$689.92
NAPA AUTO PARTS INC	REFRIGERNAT DURASEAL	100886	\$42.55
US BANK	LCCC FLAG LIGHT	100987	\$19.40
US BANK	TOWING SERVICE	100744	\$257.25
AA FARNSWORTH'S BACKFLOW SERVICES	BACKFLOW ANNUAL TEST	100764	\$355.25
AA FARNSWORTH'S BACKFLOW SERVICES	BACKFLOW ANNUAL TEST	100764	\$355.25
VERIZON WIRELESS-SD	362455526-10/02-11/01	100906	\$25.88
NISSHO OF CALIFORNIA	ANNUAL RECLAIMED WATER INSPECTION	100927	\$465.00
ABEL PEREZ	MILEAGE-11/26/21	100910	\$7.84
BILL SMITH FOREIGN CAR SERVICE INC	F-250-STARTER	100985	\$414.07
SUNBELT RENTALS, INC.	TILLER-LC	100899	\$386.81
THE HOME DEPOT PRO	LINER/CLEACH/GLOVES	100901	\$959.14
WEX FLEET UNIVERSAL	AUTO FUEL-09/08-10/07	100762	\$84.66

WEX FLEET UNIVERSAL	AUTO FUEL-10/08-11/07	100762	\$86.32
WEX FLEET UNIVERSAL	AUTO FUEL-11/08-12/07	101025	\$77.28
<b>TOTAL PARK MAINTENANCE</b>			<b>\$13,349.48</b>
<b>1006570 - PUBLIC FACILITIES</b>			
SEASIDE HEATING & AIR CONDITIONING	HVAC MAINT-OCT-LC	100790	\$120.00
SEASIDE HEATING & AIR CONDITIONING	HVAC MAINT-MS-OCT	100790	\$65.00
SEASIDE HEATING & AIR CONDITIONING	HVAC MAINT-FS-OCT	100790	\$120.00
SEASIDE HEATING & AIR CONDITIONING	HVAC MAINT-FC-OCT	100790	\$65.00
DSR - DOOR SERVICE & REPAIR, INC	DOOR REPAIR	100992	\$242.50
DIXIELINE LUMBER CO INC	BRASS CAP/BRASS HOSE END	100747	\$5.80
DIXIELINE LUMBER CO INC	DRILL BIT/SCREWS/DRIVE HEAD	100747	\$17.42
DIXIELINE LUMBER CO INC	BRASS HOSE HEAD/BRASS CAP	100747	\$6.86
DIXIELINE LUMBER CO INC	PUMP/FAUCET	100775	\$83.97
DIXIELINE LUMBER CO INC	BATTERY/HEX KEY/AEROSOL DUSTER	100991	\$89.52
DIXIELINE LUMBER CO INC	OUTLET FACE PLATES/CABLE CONDCTR/PVC INSLT	100991	\$72.87
DIXIELINE LUMBER CO INC	ENTRY HARDWARE	100918	\$32.18
DIXIELINE LUMBER CO INC	PIPE THREADED ASSC	100918	\$5.38
DIXIELINE LUMBER CO INC	PLIERS/GLOVES/SOCKET ADAPTER	100918	\$44.09
DIXIELINE LUMBER CO INC	PAINT ROLLERS/MARKERS/PLIERS	100918	\$81.31
DIXIELINE LUMBER CO INC	PAINT	100918	\$27.95
DIXIELINE LUMBER CO INC	LIGHT PLATE	100875	\$9.17
DIXIELINE LUMBER CO INC	FUSE TUBE/LIGHTS	100875	\$21.26
DIXIELINE LUMBER CO INC	WRENCH/HOSE ENDS	100875	\$28.38
DIXIELINE LUMBER CO INC	GLOVES/FAUCET/DISPOSAL	100875	\$191.77
DIXIELINE LUMBER CO INC	O-RING/WASHER SLEEVE	100875	\$4.83
DIXIELINE LUMBER CO INC	BOLTS	100918	\$11.92
SANTA FE IRRIGATION DISTRICT	005506-008-09/02-11/01	100756	\$393.12
SDG&E CO INC	UTILITIES-10/01-11/08	100895	\$2,005.07
SDG&E CO INC	UTILITIES-10/01-11/08	100895	(\$1,302.05)
SDG&E CO INC	UTLITIES-08/10-11/08	100895	\$6,015.44
SDG&E CO INC	UTLITIES-08/10-11/08	100895	(\$2,416.90)
US BANK	FRIDGE/FREEZER-PW	100744	\$721.37
US BANK	CITY HALL LIGHTS	100987	\$36.24
US BANK	TISSUE DISPENSER (4)	100865	\$267.60
US BANK	FRIDGE FILTER-CH	100865	\$75.41
US BANK	EMERGENCY BALLAST	100744	\$55.65
US BANK	LIGHT BULB	100744	\$16.87
LALLEY CONSTRUCTION	ON CALL RPR-10/29-10/31 &11/12-15	100779	\$2,470.00
SAN ELIJO JPA	SAN ELIJO JPA	101011	\$3,528.00
SANDIEGO COUNTY-AIR POLLUTION	EMISSION FEE 01/2022-01/2023	101012	\$481.00
24 HOUR ELEVATOR, INC	21/22 ELEVATOR PREVENTATIVE MAINT/REPAIR	100763	\$176.40
ABEL PEREZ	MILEAGE- 10/30-31, 11/02	100740	\$23.52
CINTAS CORPORATION NO. 2	FIRST AID SUPPLIES-CH	100868	\$241.80
CINTAS CORPORATION NO. 2	FIST AID SUPPLIES-PW	100868	\$72.49
CINTAS CORPORATION NO. 2	FIRST AID SUPPLIES-CH	100988	\$151.46
HABITAT PROTECTION, INC	PEST CONTROL-NOV-FS	100890	\$40.00
HABITAT PROTECTION, INC	PEST CONTROL-NOV-CH	100890	\$53.00
HABITAT PROTECTION, INC	PEST CONTROL/AS NEEDED-NOV-LC	100890	\$64.00

HABITAT PROTECTION, INC	PEST CONTROL/AS NEEDED-NOV-MS	100890	\$63.00
HABITAT PROTECTION, INC	PEST CONTROL-NOV-FC	100890	\$34.00
HABITAT PROTECTION, INC	PEST CONTROL-NOV-PW	100890	\$34.00
VORTEX INDUSTRIES, INC	REPAIR DOORS-CH	100938	\$395.00
THE HOME DEPOT PRO	LINER/CLEACH/GLOVES	100901	\$959.14
STANDARD PLUMBING SUPPLY COMPANY	AUTO FLUSH TOILETS-CH	100897	\$3,519.46
STANDARD PLUMBING SUPPLY COMPANY	PIPING	100897	\$39.31
STANDARD PLUMBING SUPPLY COMPANY	RETURN-PIPING	100897	(\$33.27)
WEX FLEET UNIVERSAL	AUTO FUEL-09/08-10/07	100762	\$141.10
WEX FLEET UNIVERSAL	AUTO FUEL-10/08-11/07	100762	\$143.87
WEX FLEET UNIVERSAL	AUTO FUEL-11/08-12/07	101025	\$128.81
READY REFRESH BY NESTLE	DRINKING WATER-CH-OCT	100787	\$158.29
READY REFRESH BY NESTLE	DRINKING WATER-LC-OCT	100787	\$40.46
READY REFRESH BY NESTLE	DRINKING WATER-PW-OCT	100787	\$32.83
READY REFRESH BY NESTLE	DRINKING WATER-NOV-CH	101004	\$167.49
READY REFRESH BY NESTLE	DRINKING WATER-NOV-LC	101004	\$36.96
READY REFRESH BY NESTLE	DRINKING WATER-NOV-PW	101004	\$5.93
SYMONS FIRE PROTECTION	QTR 3 ANNL FIRE INSPECTION	100792	\$690.00
GOLD STANDARD FIRE PROTECTION	SEMI ANNUAL-FIRE INSPCTN/PARTS/SERVICE	100995	\$187.65
<b>TOTAL PUBLIC FACILITIES</b>			<b>\$21,260.70</b>
<b>1007100 - COMMUNITY SERVICES</b>			
EXTERIOR PRODUCTS INC	HOLIDAY BANNERS	100920	\$3,135.00
EXTERIOR PRODUCTS INC	BREEDER CUP BRACKETS	100920	\$522.37
<b>TOTAL COMMUNITY SERVICES</b>			<b>\$3,657.37</b>
<b>1007110 - GF-RECREATION</b>			
CALIFORNIA PARK & RECREATION SOCIET	CPRS MEMBERSHIP-WENGER	100866	\$170.00
DEL MAR BLUE PRINT COMPANY, INC.	SANTA SLEIGH POSTER	100874	\$51.99
US BANK	TREE LGHT-ORNAMENTS	100986	\$319.67
US BANK	PICKLEBALL STRAP	100987	\$14.00
US BANK	DIA DE-EQUIP RENTAL	100986	\$225.00
US BANK	PICKLEBALL GROUND ANCHOR	100865	\$18.07
US BANK	PRINTER	100744	\$323.24
RAPHAEL'S PARTY RENTALS	TREE LIGHTING EVENT-12/05/21	100891	\$1,419.27
ROBERT PARKER	HOLIDAY TREE LIGHTING-12/05/21	100889	\$300.00
SAM CASTELLANO	HOLIDAY TREE LIGHTING-12/05	100867	\$675.00
STEVEN DENYES	HOLIDAY TREE LIGHTING- 12/05/21	100898	\$300.00
BILL SMITH FOREIGN CAR SERVICE INC	DAKOTA-SMOG	100985	\$35.00
CALIFORNIA OFFICE CLEANING, INC	SPCL EVENT CLN-09/25/21	100766	\$90.00
WEX FLEET UNIVERSAL	AUTO FUEL-10/08-11/07	100762	\$74.79
WEX FLEET UNIVERSAL	AUTO FUEL-11/08-12/07	101025	\$66.91
<b>TOTAL GF-RECREATION</b>			<b>\$4,082.94</b>
<b>1205460 - SELF INSURANCE RETENTION</b>			
US BANK	CR22.714-DOBLER	100744	\$226.28
SECTRAN SECURITY INC	COURIER SVC-APR 21	100757	\$113.37
SECTRAN SECURITY INC	COURIER FUEL-APR 21	100757	\$19.22
SECTRAN SECURITY INC	COURIER SVC/FUEL-NOV	101014	\$113.37
SECTRAN SECURITY INC	COURIER SVC/FUEL-NOV	101014	\$22.05

AMY URUBURU	2021 GYM REIMBURSEMENT	101019	\$430.99
GEORGE HILLS COMPANY, INC.	CLM.1904 PROF SVC	100880	\$144.00
GEORGE HILLS COMPANY, INC.	CLM.2101 PROF SERVICE-SEP	100880	\$126.00
GEORGE HILLS COMPANY, INC.	CLM.2107 PROF SERVICE-SEP	100880	\$135.00
MICHAEL MANRIQUEZ	2021 GYM REIMBURSEMENT	100999	\$156.00
RYAN SMITH	2021 GYM REIMBURSEMENT	101007	\$480.00
BURKE WILLIAMS & SORENSEN	96-0030-PROF SVC-SEP	100864	\$44.35
<b>TOTAL SELF INSURANCE RETENTION</b>			<b>\$2,010.63</b>
<b>1255465 - WORKERS COMPENSATION</b>			
DEPARTMENT OF INDUSTRIAL RELATIONS	FY22 OSIP WORKERS COMP	100935	\$3,556.13
BICKMORE ACTUARIAL	FY22 WORK COMP ACTUARIAL	100743	\$4,250.00
BICKMORE ACTUARIAL	PRISM SUBSIDY-WC	100743	(\$2,000.00)
<b>TOTAL WORKERS COMPENSATION</b>			<b>\$5,806.13</b>
<b>1355200 - ASSET REPLACEMENT-CTY MNGR</b>			
TYLER TECHNOLOGIES, INC.	20-216-02 IMPLMNTN-HR	100904	\$1,280.00
TYLER TECHNOLOGIES, INC.	20-216-02 IMPLMNTN-HR	100904	\$3,840.00
TYLER TECHNOLOGIES, INC.	20-216-02 IMPLMNTN-HR	101017	\$2,560.00
TYLER TECHNOLOGIES, INC.	20-216-02 IMPLMNTN-HR	101017	\$1,280.00
TYLER TECHNOLOGIES, INC.	20-216-02 IMPLMNTN-HR	101017	\$640.00
<b>TOTAL ASSET REPLACEMENT-CTY MNGR</b>			<b>\$9,600.00</b>
<b>1355300 - ASSET REPLACEMENT-FINANCE</b>			
KOA HILLS CONSULTING, LLC	PROJ MANAGEMENT-JUNE	100778	\$13,600.00
<b>TOTAL ASSET REPLACEMENT-FINANCE</b>			<b>\$13,600.00</b>
<b>1355450 - ASSET REPLACEMENT-INFO SYS</b>			
US BANK	PLANNING MONITOR	100865	\$570.68
US BANK	NETWORK HARDWARE	100865	\$1,976.43
US BANK	CANVA PRO SUB-MOSHKI	100744	\$119.99
US BANK	PUBLIC WIFI HARDWARE	100744	\$495.67
<b>TOTAL ASSET REPLACEMENT-INFO SYS</b>			<b>\$3,162.77</b>
<b>1356120 - ASSET REPLACEMENT-FIRE</b>			
ICE MAKERS INC	Ice Maker-FS	100860	\$4,578.30
<b>TOTAL ASSET REPLACEMENT-FIRE</b>			<b>\$4,578.30</b>
<b>1356170 - ASSET REPLACEMENT-MARN SFTY</b>			
CONNECTIVITY LLC/MAKAI SURF	5 RESCUE BOARDS	100745	\$1,885.62
<b>TOTAL ASSET REPLACEMENT-MARN SFTY</b>			<b>\$1,885.62</b>
<b>1356510 - ASSET REPLACEMENT-ENGINEER</b>			
CDW GOVERNMENT INC	AGOV ACADLT 2022 SOFTWARE	9000387	\$874.16
<b>TOTAL ASSET REPLACEMENT-ENGINEER</b>			<b>\$874.16</b>
<b>2037510 - HIGHWAY 101 LANDSC #33</b>			
SANTA FE IRRIGATION DISTRICT	005979-000-09/02-11/01	100756	\$850.54
SANTA FE IRRIGATION DISTRICT	005979-004 09/16-11/02	100894	\$459.50
SANTA FE IRRIGATION DISTRICT	007732-000 09/16-11/02	100894	\$19.93
SDG&E CO INC	UTLITIES-08/10-11/08	100895	\$6,314.86
SDG&E CO INC	UTLITIES-08/10-11/08	100895	(\$12.24)
KOPPEL & GRUBER PUBLIC FINANCE	BENEFIT FEE ASSESSMENT DISTRICTS ADMIN-JUL-SEPT	100922	\$700.66
KOPPEL & GRUBER PUBLIC FINANCE	BENEFIT FEE ASSESSMENT DISTRICTS ADMIN-JUL-SEPT	100922	\$29.95

**TOTAL HIGHWAY 101 LANDSC #33****\$8,363.20****2047520 - MID 9C SANTA FE HILLS**

SANTA FE IRRIGATION DISTRICT	005979-014-10/02-11/01	100756	\$666.46
SANTA FE IRRIGATION DISTRICT	005979-015-10/02-11/01	100756	\$490.51
SANTA FE IRRIGATION DISTRICT	005979-016-10/02-11/01	100756	\$596.08
SANTA FE IRRIGATION DISTRICT	005979-017-10/02-11/01	100756	\$61.56
SANTA FE IRRIGATION DISTRICT	005979-024-10/02-11/01	100756	\$670.37
SANTA FE IRRIGATION DISTRICT	005979-025-10/02-11/01	100756	\$596.08
SANTA FE IRRIGATION DISTRICT	005979-026-10/02-11/01	100756	\$748.57
SANTA FE IRRIGATION DISTRICT	005979-018-10/02-11/01	100756	\$108.48
SANTA FE IRRIGATION DISTRICT	005979-019-10/02-11/01	100756	\$354.81
SANTA FE IRRIGATION DISTRICT	005979-020-10/02-11/01	100756	\$850.23
SANTA FE IRRIGATION DISTRICT	005979-021-10/02-11/01	100756	\$971.44
SANTA FE IRRIGATION DISTRICT	005979-022-10/02-11/01	100756	\$607.81
SANTA FE IRRIGATION DISTRICT	005979-023-10/02-11/01	100756	\$713.38
SANTA FE IRRIGATION DISTRICT	005979-012-10/02/21-12/01/21	101013	\$117.34
SANTA FE IRRIGATION DISTRICT	005979-006-10/02/21-12/01/21	101013	\$1,390.60
SANTA FE IRRIGATION DISTRICT	005979-007-10/02/21-12/01/21	101013	\$1,604.45
SANTA FE IRRIGATION DISTRICT	005979-009-10/02/21-12/01/21	101013	\$773.49
SANTA FE IRRIGATION DISTRICT	005979-010-10/02/21-12/01/21	101013	\$703.90
SANTA FE IRRIGATION DISTRICT	005979-011-10/02/21-12/01/21	101013	\$502.27
SANTA FE IRRIGATION DISTRICT	005979-021-11/02/21-12/01/21	101013	\$967.53
SANTA FE IRRIGATION DISTRICT	005979-022-11/02/21-12/01/21	101013	\$666.46
SANTA FE IRRIGATION DISTRICT	005979-023-11/02/21-12/01/21	101013	\$678.19
SANTA FE IRRIGATION DISTRICT	005979-024-11/02/21-12/01/21	101013	\$799.40
SANTA FE IRRIGATION DISTRICT	005979-025-11/02/21-12/01/21	101013	\$564.80
SANTA FE IRRIGATION DISTRICT	005979-026-11/02/21-12/01/21	101013	\$791.58
SANTA FE IRRIGATION DISTRICT	005979-015-11/02/21-12/01/21	101013	\$478.78
SANTA FE IRRIGATION DISTRICT	005979-016-11/02/21-12/01/21	101013	\$744.66
SANTA FE IRRIGATION DISTRICT	005979-017-11/02/21-12/01/21	101013	\$61.56
SANTA FE IRRIGATION DISTRICT	005979-018-11/02/21-12/01/21	101013	\$96.75
SANTA FE IRRIGATION DISTRICT	005979-019-11/02/21-12/01/21	101013	\$292.25
SANTA FE IRRIGATION DISTRICT	005979-020-11/02/21-12/01/21	101013	\$768.12
SANTA FE IRRIGATION DISTRICT	005979-014-11/02/21-12/01/21	101013	\$658.64
KOPPEL & GRUBER PUBLIC FINANCE	BENEFIT FEE ASSESSMENT DISTRICTS ADMIN-JUL-SEPT	100922	\$48.56
SANTA FE HILLS HOA	SANTA FE HILLS-SEPT 21	100755	\$18,333.33
SANTA FE HILLS HOA	SANTA FE HILLS-AUG 21	100755	\$18,333.33
SANTA FE HILLS HOA	SANTA FE HILLS-JUL 21	100755	\$18,333.33
SANTA FE HILLS HOA	SANTA FE HILLS-OCT 21	100755	\$18,333.33
SANTA FE HILLS HOA	SANTA FE HILLS-NOV 21	9000383	\$18,333.33

**TOTAL MID 9C SANTA FE HILLS****\$111,811.76****2057530 - MID 9E ISLA VERDE**

KOPPEL & GRUBER PUBLIC FINANCE	BENEFIT FEE ASSESSMENT DISTRICTS ADMIN-JUL-SEPT	100922	\$24.98
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**TOTAL MID 9E ISLA VERDE****\$24.98****2077550 - MID 9H SAN ELIJO #2**

KOPPEL & GRUBER PUBLIC FINANCE	BENEFIT FEE ASSESSMENT DISTRICTS ADMIN-JUL-SEPT	100922	\$26.36
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**TOTAL MID 9H SAN ELIJO #2****\$26.36**

**2087580 - COASTAL RAIL TRAIL MAINT**

SANTA FE IRRIGATION DISTRICT	005506-020-10/02-11/01	100756	\$1,015.21
SANTA FE IRRIGATION DISTRICT	005506-003-09/02-11/01	100756	\$129.56
SANTA FE IRRIGATION DISTRICT	005506-020-11/02/21-12/01/21	101013	\$1,531.33
<b>TOTAL COASTAL RAIL TRAIL MAINT</b>			<b>\$2,676.10</b>

**2117600 - STREET LIGHTING DISTRICT**

SDG&E CO INC	UTILITIES-10/01-11/08	100895	\$7,699.61
VERIZON WIRELESS-SD	362455526-10/02-11/01	100906	\$5.18
SIEMENS MOBILITY, INC.	STREETLIGHT MAINTENANCE/REPAIRS-SEP	100758	\$1,136.30
SIEMENS MOBILITY, INC.	STREETLIGHT REPAIR-OCT	100896	\$1,117.50
<b>TOTAL STREET LIGHTING DISTRICT</b>			<b>\$9,958.59</b>

**2135550 - DEVELOPER PASS-THRU- PLANNING**

HARRIS & ASSOC. INC.	ESHA ASSESSMENT 1415 HIGHLAND-JUL	100921	\$2,137.45
PAMELA ELLIOTT LANDSCAPE ARCHITECT	LANDSCAPING	100753	\$450.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	LANDSCAPING	100753	\$450.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	LANDSCAPING	100753	\$300.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	LANDSCAPING	100753	\$300.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	LANDSCAPING	100753	\$450.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	LANDSCAPING	100753	\$300.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	LANDSCAPING	100753	\$300.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	LANDSCAPING	100753	\$300.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	LANDSCAPING	100753	\$750.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	LANDSCAPING	100753	\$300.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	LANDSCAPING	100753	\$300.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	LANDSCAPING	100753	\$300.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	LANDSCAPING	100753	\$450.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	LANDSCAPING	100753	\$600.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	LANDSCAPING	100753	\$300.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	LANDSCAPING -OCT	100786	\$450.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	LANDSCAPING -OCT	100786	\$300.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	LANDSCAPING -OCT	100786	\$600.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	LANDSCAPING -OCT	100786	\$450.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	LANDSCAPING -OCT	100786	\$300.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	LANDSCAPING -OCT	100786	\$1,050.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	LANDSCAPING -OCT	100786	\$450.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	LANDSCAPING -OCT	100786	\$450.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	LANDSCAPING -OCT	100786	\$300.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	LANDSCAPING -OCT	100786	\$450.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	NOVEMBER 21	100929	\$450.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	NOVEMBER 21	100929	\$600.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	NOVEMBER 21	100929	\$450.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	NOVEMBER 21	100929	\$300.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	NOVEMBER 21	100929	\$450.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	NOVEMBER 21	100929	\$450.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	NOVEMBER 21	100929	\$300.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	NOVEMBER 21	100929	\$300.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	NOVEMBER 21	100929	\$300.00

ENVIRONMENTAL SCIENCE ASSOCIATES	437 MARVIEW DR BIO REVIEW	100993	\$2,080.46
MICHAEL BAKER INTERNATIONAL, INC	550 SAN MARIO-PEER REVIEW DRP21-008	100884	\$2,292.43
MICHAEL BAKER INTERNATIONAL, INC	20-199-1781.03/0 IDA AVE	101000	\$1,720.00
MICHAEL BAKER INTERNATIONAL, INC	20-199-1718.03/0 IDA AVE	101000	\$3,325.00
MICHAEL BAKER INTERNATIONAL, INC	20-199-1718.03/0 IDA AVE	101000	\$10,262.50
SUMMIT ENVIROMENTAL GROUP, INC.	21-193/1714.29 SOLANA HIGHLANDS-SEPT	100759	\$920.00
SUMMIT ENVIROMENTAL GROUP, INC.	21-193/1714.29-SOLANA HIGHLANDS-OCT	100759	\$1,840.00
SUMMIT ENVIROMENTAL GROUP, INC.	21-193 1714.29-SOLANA HIGHLANDS	100936	\$3,680.00
<b>TOTAL DEVELOPER PASS-THRU- PLANNING</b>			<b>\$42,507.84</b>
<b>2196110 - COPS PROGRAM</b>			
SAN DIEGO COUNTY SHERIFF'S DEPT.	LAW ENFORCEMENT-AUG	100788	\$12,500.00
SAN DIEGO COUNTY SHERIFF'S DEPT.	LAW ENFORCEMENT-SEP	101008	\$12,500.00
<b>TOTAL COPS PROGRAM</b>			<b>\$25,000.00</b>
<b>2206510 - TRANS DEVELOP ACT (TDA)</b>			
MICHAEL BAKER INTERNATIONAL, INC	19-193-03 9382 LSF CORR	100783	\$3,150.00
MICHAEL BAKER INTERNATIONAL, INC	19-193-03 9382 LSF CORR-OCT	100925	\$3,600.00
<b>TOTAL TRANS DEVELOP ACT (TDA)</b>			<b>\$6,750.00</b>
<b>2286510 - TRANSNET EXTENSION-CIP</b>			
UT SAN DIEGO - NRTH COUNTY	NTC-TRANSNET AMNDMNT ADOPT	100802	\$297.77
CHEN RYAN ASSOCIATES	21-202-01 9538.21 SAFE RT SCH	100768	\$2,118.56
CHEN RYAN ASSOCIATES	21-202-01 9538.21 SAFE RT SCH	100768	\$3,392.50
CHEN RYAN ASSOCIATES	21-202-01 9538 SAFE RT SCH-OCT	100914	\$3,086.88
CHEN RYAN ASSOCIATES	21-202-01 9538 SAFE RT SCH	100914	\$2,085.63
MICHAEL BAKER INTERNATIONAL, INC	19-193-03 9382 LSF CORR	100783	\$350.00
MICHAEL BAKER INTERNATIONAL, INC	19-193-03 9382 LSF CORR-OCT	100925	\$400.00
BUCKNAM INFRASTRUCTURE GROUP INC	21-201 9362 PVMNT ASSMT	100863	\$1,444.00
<b>TOTAL TRANSNET EXTENSION-CIP</b>			<b>\$13,175.34</b>
<b>2466510 - PER CAPITA GRANT FUND-CIP</b>			
CHEN RYAN ASSOCIATES	21-202-01 9538.21 SAFE RT SCH	100768	\$6,355.69
CHEN RYAN ASSOCIATES	21-202-01 9538.21 SAFE RT SCH	100768	\$10,177.50
CHEN RYAN ASSOCIATES	21-202-01 9538 SAFE RT SCH-OCT	100914	\$9,260.63
CHEN RYAN ASSOCIATES	21-202-01 9538 SAFE RT SCH	100914	\$6,256.88
<b>TOTAL PER CAPITA GRANT FUND-CIP</b>			<b>\$32,050.70</b>
<b>2505570 - COASTAL BUSINESS/VISITORS</b>			
US BANK	DIA DE-CANOPY RENTAL	100986	\$494.00
US BANK	MOVIE NIGHT SUPPLIES	100865	\$190.25
US BANK	MOVIE NIGHT SUPPLIES	100865	\$32.29
US BANK	MOVIE NIGHT EVENT GIVEAWAY	100865	\$100.00
US BANK	MOVIE NIGHT PIZZA	100865	\$216.00
US BANK	DUCT TAPE/CAUTION TAPE/ZIP TIES	100865	\$31.00
US BANK	MOVIE NIGHT-SUPPLIES	100744	\$77.97
<b>TOTAL COASTAL BUSINESS/VISITORS</b>			<b>\$1,141.51</b>
<b>2557110 - CAMP PROGRAMS</b>			
US BANK	CAMP-ICE CREAM	100744	\$14.96
US BANK	CAMP-ICE CREAM	100744	\$14.97
US BANK	CAMP-GLUE/BALLS/PAPER/SPONGE	100744	\$87.19
US BANK	CAMP FIELD TRIP-08/03	100744	\$145.00

US BANK	BEACH BALL-DAY CAMP	100987	\$18.38
US BANK	COVER FOR JG EQUIP	100865	\$184.36
US BANK	JG TRAILER RENT	100865	\$62.51
US BANK	CPR CERT- APPLGATE	100744	\$32.00
US BANK	INK FOR JG PRINTER	100744	\$108.71
US BANK	RENT-JG TRAILER	100744	\$601.78
US BANK	CAMP FIELD TRIP-08/11	100744	\$499.00
US BANK	CAMP FIELD TRIP-08/11	100744	\$25.00
US BANK	CAMP-ICE CREAM TRUCK	100744	\$132.00
WESS TRANSPORTATION SERVICES	CAMP FLD TRIP-08/04/21	100797	\$466.40
WESS TRANSPORTATION SERVICES	CAMP FIELD TRIP-07/14/21	100797	\$466.40
WESS TRANSPORTATION SERVICES	CAMP FIELD TRIP-07/21/21	100797	\$466.40
WESS TRANSPORTATION SERVICES	CAMP FIELD TRIP-07/28/21	100797	\$466.40
WESS TRANSPORTATION SERVICES	CAMP FIELD TRIP-08/11/21	100797	\$466.40
<b>TOTAL CAMP PROGRAMS</b>			<b>\$4,257.86</b>
<b>2706120 - PUBLIC SAFETY- LAW ENFORCEMENT</b>			
ENTERPRISE RENT A CAR	STRKTM-09/1810/06-BARRON	100877	\$1,577.94
VERIZON WIRELESS-SD	962428212-09/29-10/28	100906	\$114.03
ROBERT BARRON	CFAA-REMB-CALDOR FIRE 9/19-10/6	100932	\$2,544.19
RYAN PESTER	STRIKE-DIXIE-10/30-11/13/21	101006	\$2,649.15
AMR	CSA17.22 LIFE BANDS	100765	\$383.86
AMR	CSA17.22-GLUCMTR/LIFEBNDS/AIR INTUBTN	100765	\$983.19
NATIONWIDE MEDICAL SURGICAL INC	CSA17.22 FENTANYL	100887	\$51.85
<b>TOTAL PUBLIC SAFETY- LAW ENFORCEMENT</b>			<b>\$8,304.21</b>
<b>2706170 - PUBLIC SAFETY- EMERGENCY PREP</b>			
US BANK	CSA17 MEDICAL SUPPLIES	100986	\$124.41
US BANK	BANDAGES/ICE PACKS/COLLARS	100865	\$175.92
<b>TOTAL PUBLIC SAFETY- EMERGENCY PREP</b>			<b>\$300.33</b>
<b>3177210 - PUBLIC FACILITY</b>			
CITY NATIONAL BANK	ABAG#11-022:12/01	100769	\$142,700.00
CITY NATIONAL BANK	ABAG#11-022:12/01	100769	\$4,890.90
<b>TOTAL PUBLIC FACILITY</b>			<b>\$147,590.90</b>
<b>3207220 - CAPITAL LEASE FUND</b>			
CITY NATIONAL BANK	CHVRON#12-015:12/08	100769	\$28,172.30
CITY NATIONAL BANK	CHVRON#12-015:12/08	100769	\$7,014.71
<b>TOTAL CAPITAL LEASE FUND</b>			<b>\$35,187.01</b>
<b>4506190 - SAND REPLNSHMNT/RETENTION</b>			
COASTAL FRONTIERS INC	9923 TASK 4-SEP	100916	\$5,257.00
COASTAL FRONTIERS INC	9926 TASK 1-OCT	100916	\$1,994.00
WARWICK GROUP CONSULTANTS, LLC	9926.21-PROF SVC-OCT	100761	\$4,945.00
WARWICK GROUP CONSULTANTS, LLC	9926.21 PROV SVC-NOV	101024	\$4,945.00
SUMMIT ENVIROMENTAL GROUP, INC.	21-38 L5/9926 PROF SVC SND-OCT	100759	\$460.00
SUMMIT ENVIROMENTAL GROUP, INC.	21-38-L5/9926 PROF SVC SND-NOV	101016	\$1,725.00
<b>TOTAL SAND REPLNSHMNT/RETENTION</b>			<b>\$19,326.00</b>
<b>4506510 - SANDREPLNSHMNT/RETNTN-CIP</b>			
DOMUSSTUDIO ARCHITECTURE	19-144 9449.01 MS CENTR-SEP	100748	\$1,517.50
DOMUSSTUDIO ARCHITECTURE	19-144 9449 MS CENTR	100876	\$4,270.00

**TOTAL SANDREPLNSHMNT/RETNTN-CIP****\$5,787.50****4595550 - MISC. CAPITAL PROJECTS**

KIMLEY-HORN AND ASSOCIATES, INC.	20-172 9905 PROF SVC-AUG	9000386	\$3,782.00
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**TOTAL MISC. CAPITAL PROJECTS****\$3,782.00****5097700 - SANITATION**

MISSION LINEN & UNIFORM INC	LAUNDRY-PUB WORKS	100785	\$8.99
MISSION LINEN & UNIFORM INC	LAUNDRY-PUB WORKS	100785	\$8.99
MISSION LINEN & UNIFORM INC	LAUNDRY-PUB WORKS	100885	\$8.99
MISSION LINEN & UNIFORM INC	LAUNDRY-PUB WORKS	100885	\$8.99
MISSION LINEN & UNIFORM INC	LAUNDRY PUB WORKS	100926	\$8.99
AFFORDABLE PIPELINE SERVICES INC	I SEWER CLEANING	100857	\$425.00
AFFORDABLE PIPELINE SERVICES INC	E-SEWER CLEANING-10,003	100857	\$5,001.50
SANTA FE IRRIGATION DISTRICT	005506-014-10/02-11/01	100756	\$753.60
SANTA FE IRRIGATION DISTRICT	005979-008-10/02/21-12/01/21	101013	\$87.70
SANTA FE IRRIGATION DISTRICT	005506-014 11/02/21-12/01/21	101013	\$567.26
LANCE,SOLL & LUNGHARD, LLP	FY21 AUDIT SCV	100780	\$8,117.80
LANCE,SOLL & LUNGHARD, LLP	FY21 AUDIT SVC	100998	\$4,058.90
VERIZON WIRELESS-SD	362455526-10/02-11/01	100906	\$5.18
SAN ELIJO JPA	SAN ELIJO JPA	101011	\$685,890.00
SAN ELIJO JPA	BECKER/ZITO PER DIEM-AUG/SEP	101011	(\$800.00)
AT&T CALNET 3	9391012277 - 09/24-10/23	100742	\$14.54
AT&T CALNET 3	9391012277-10/24-11/23	100859	\$15.43
US BANK	ADMIN FEE WASTE-WATER 2022	101020	\$2,675.00
WEX FLEET UNIVERSAL	AUTO FUEL-09/08-10/07	100762	\$169.31
WEX FLEET UNIVERSAL	AUTO FUEL-10/08-11/07	100762	\$172.65
WEX FLEET UNIVERSAL	AUTO FUEL-11/08-12/07	101025	\$154.57
DANNY HERNANDEZ	REIMB-TOWING CITY VEHICLE	100800	\$250.00

**TOTAL SANITATION****\$707,603.39****5507750 - SOLANA ENERGY ALLIANCE**

SDG&E CO INC	2500000000086-AUG 21	100895	\$2,315.67
LANCE,SOLL & LUNGHARD, LLP	FY21 AUDIT SCV	100780	\$658.20
LANCE,SOLL & LUNGHARD, LLP	FY21 AUDIT SVC	100998	\$329.10
BAYSHORE CONSULTING GROUP, INC	CCA PROF SVC-OCT	9000377	\$412.50
TOSDAL APC	SEA PROF SVC-OCT	100902	\$921.00

**TOTAL SOLANA ENERGY ALLIANCE****\$4,636.47****6527810 - SUCCESSOR AGENCY**

LANCE,SOLL & LUNGHARD, LLP	FY21 AUDIT SCV	100780	\$1,535.80
LANCE,SOLL & LUNGHARD, LLP	FY21 AUDIT SVC	100998	\$767.90
COLANTUONO, HIGHSMITH, & WHATLEY PC	21-181 SDCOE CONSORTIUM-SEPT	100771	\$327.00
COLANTUONO, HIGHSMITH, & WHATLEY PC	21-181 SDCOE CONSORTIUM-OCT	100870	\$485.45
BURKE WILLIAMS & SORENSEN	97-0003-PROF SVC-SEP	100864	\$60.00
COMPUTERSHARE CORPORATE TRUST	INT/PRIN 2017TA BOND 12/01	9000380	\$38,470.32
COMPUTERSHARE CORPORATE TRUST	INT/PRIN 2017TA BOND 12/01	9000380	\$61,400.00

**TOTAL SUCCESSOR AGENCY****\$103,046.47****6718510 - BARBARA UNDERGROUNDING-DS**

WILLDAN	DISTRICT ADMINISTRATION - JUL-SEPT	100940	\$277.37
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**TOTAL BARBARA UNDERGROUNDING-DS****\$277.37**

**6728520 - PACIFIC UNDERGROUNDING-DS**

WILLDAN	DISTRICT ADMINISTRATION - JUL-SEPT	100940	\$258.07
	<b>TOTAL PACIFIC UNDERGROUNDING-DS</b>		<b>\$258.07</b>

**6738530 - MARSOLAN UNDERGROUNDNG-DS**

WILLDAN	DISTRICT ADMINISTRATION - JUL-SEPT	100940	\$256.34
COMPUTERSHARE CORPORATE TRUST	ADMIN CHARGE 11/21/21-11/20/22	9000388	\$450.00
	<b>TOTAL MARSOLAN UNDERGROUNDNG-DS</b>		<b>\$706.34</b>

**6768560 - SO SOLANA SEWER DISTR-DS**

KOPPEL & GRUBER PUBLIC FINANCE	SOUTH SOLANA SEWER JUL-SEPT	100922	\$440.46
	<b>TOTAL SO SOLANA SEWER DISTR-DS</b>		<b>\$440.46</b>

<b>REPORT TOTAL:</b>			<b>\$2,578,463.04</b>
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# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** January 12, 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 December 8, 2021.

## **DISCUSSION:**

The following table 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 December 8, 2021
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General Fund Operations
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Action	Description	Revenues	Expenditures	Transfers from GF	Net Surplus
Reso 2021-092	Adopted Budget	22,694,100	(20,222,560)	(916,100) (1)	\$ 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
(1)	Transfers to:		150,100		
	Debt Service for Public Facilities		150,100	150,100	
	Transfer to:		766,000		
	City CIP Fund		766,000	766,000	
(2)	Transfer to:		200,000		
	City CIP Fund		200,000	200,000	

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

## **COUNCIL ACTION:**

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**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



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Gregory Wade, City Manager



# STAFF REPORT

## CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** January 12, 2022  
**ORIGINATING DEPT:** City Clerk's Department  
**SUBJECT:** **2022 City Council Meeting Schedule Planning**

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### **BACKGROUND:**

Pursuant to Solana Beach Municipal Code Section 2.04.070, *the City Council shall hold Regular meetings in the Council Chambers of City Hall, on a day and time set by resolution.* Pursuant to Resolution 2005-019, regularly scheduled meetings are established for the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) Wednesdays of each month. Historically, certain meeting dates that may conflict with official holidays have been cancelled and a short summer break has been observed. Special Meetings may be scheduled to maintain the consistency needed to sustain City operations.

The purpose of this Staff Report is to forecast and review potential holidays, breaks, and possible Special Meeting dates and to establish the 2022 Council Meeting schedule.

### **DISCUSSION:**

The City Council's anticipated 2022 Regular Meeting schedule is included in Attachment 1 along with potential conflicts to consider for cancellation or, if needed, to establish additional meetings. Consideration of the annual meeting schedule for the purpose of possible modifications facilitates preparation of an anticipated agenda schedule. Additionally, memorializing this schedule allows:

- Adequate time for Staff to prepare Staff Reports and a final agenda packet on time.
- Adequate preparation time for Council to review the agenda.
- Sufficient time for public notification of any cancelled/rescheduled meetings.

Therefore, this item is intended to review and consider potential modifications of the *regularly scheduled* 2022 City Council meeting schedule. Any meeting that may be cancelled and rescheduled at this time for planning purposes is not permanent. If a Regular Meeting date is cancelled at this time, it is not permanently cancelled and may

CITY COUNCIL ACTION:

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still take place at its *regularly scheduled* date/time/place, per proper noticing requirements.

Regularly scheduled meetings are intended to provide consistency and to meet the public's general expectations. There are specific noticing requirements for Regular and Special Meeting agendas.

<b>Meeting Types</b>	<b>Agenda Noticing Requirement</b>
Regular Meetings (established by Resolution)	72 hours prior to meeting time.
Special Meetings (called at any time)	24 hours prior to meeting time.

Specific City business, such as the adoption of Ordinances, is required to take place only at a Regular Council Meeting. Therefore, the anticipation of cancelled meetings is necessary to appropriately coordinate meeting agendas, and related business, in order to effectively manage City operations.

Staff recommends that the Council consider potential schedule conflicts, review proposed recommendations, and, if necessary, provide direction to Staff in order to prepare a revised calendar for reference and planning.

**CEQA COMPLIANCE STATEMENT:** N/A

**FISCAL IMPACT:** N/A

**WORK PLAN:** N/A

**OPTIONS:**

- Review and approve proposed 2022 Council Meeting Schedule.
- Cancel and/or reschedule the Council meeting dates due to conflicts with holidays and summer break.
- Consider cancellation or rescheduling of other dates.
- Do not cancel or reschedule any Council meeting dates.

**DEPARTMENT RECOMMENDATION:**

Staff recommends that City Council review, edit, and/or approve a 2022 anticipated Council Meeting schedule with proposed cancellations and/or additional meetings.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation

  
\_\_\_\_\_  
Gregory Wade, City Manager

Attachment:

1. 2022 City Council Meeting Proposed Dates

## 2022 Proposed Council Meeting Dates Schedule

### January - June

2 <sup>nd</sup> Wed	January 12 <sup>th</sup>	
4 <sup>th</sup> Wed	January 26 <sup>th</sup>	
2 <sup>nd</sup> Wed	February 9 <sup>th</sup>	
4 <sup>th</sup> Wed	February 23 <sup>rd</sup>	
2 <sup>nd</sup> Wed	March 9 <sup>th</sup>	
4 <sup>th</sup> Wed	March 23 <sup>rd</sup>	
2 <sup>nd</sup> Wed	April 13 <sup>th</sup>	
4 <sup>th</sup> Wed	April 27 <sup>th</sup>	
2 <sup>nd</sup> Wed	May 11 <sup>th</sup>	
4 <sup>th</sup> Wed	May 25 <sup>th</sup>	
2 <sup>nd</sup> Wed	June 8 <sup>th</sup>	
4 <sup>th</sup> Wed	June 22 <sup>nd</sup>	

### July - December

2 <sup>nd</sup> Wed	July 13 <sup>th</sup>	
4 <sup>th</sup> Wed	<del>July 27<sup>th</sup></del> <i>Summer Break</i>	<i>Cancel</i>
2 <sup>nd</sup> Wed	<del>August 10<sup>th</sup></del> <i>Summer Break</i>	<i>Cancel</i>
4 <sup>th</sup> Wed	August 24 <sup>th</sup>	
2 <sup>nd</sup> Wed	September 14 <sup>th</sup>	
4 <sup>th</sup> Wed	September 28 <sup>th</sup>	
2 <sup>nd</sup> Wed	October 12 <sup>th</sup>	
4 <sup>th</sup> Wed	October 26 <sup>th</sup>	
2 <sup>st</sup> Wed	November 9 <sup>th</sup>	
4 <sup>th</sup> Wed	<del>November 23<sup>rd</sup></del> <i>Week of Thanksgiving Holidays</i>	<i>Cancel</i>
2 <sup>nd</sup> Wed	December 14 <sup>th</sup>	
4 <sup>th</sup> Wed	<del>December 28<sup>th</sup></del> <i>Week of Christmas Holidays</i>	<i>Cancel</i>

**NOTE:** Any Regular Meeting that is *cancelled* above primarily for planning purposes is not a permanent cancellation and may occur at its regularly scheduled time, per required noticing for Regular Meetings (72 hours). Always check the City's website Public meetings page. [www.cityofsolanabeach.org](http://www.cityofsolanabeach.org) / Public Meetings



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** January 12, 2022  
**ORIGINATING DEPT:** Engineering Department  
**SUBJECT:** **City Council Consideration of Resolution 2022-005 Accepting the Project as Complete, Approving a Final Change Order and Additional Funding, and Authorizing the City Clerk to File a Notice of Completion of the 2020 Sewer & Storm Drain Rehabilitation Project**

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## **BACKGROUND:**

The Capital Improvement Program (CIP) budget makes annual appropriations to maintain, repair and replace sewer and storm drain facilities as needed throughout the City. At the June 24, 2020 City Council meeting, the City Council awarded a construction contract for the 2020 Sewer & Storm Drain Rehabilitation Project, Bid No. 2020-01, to Southwest Pipeline & Trenchless Corporation.

This item is before the City Council for the consideration of Resolution 2022-005 (Attachment 1) to report the final project costs, approve a final change order (Attachment 2), authorize additional funding, accept the project as complete and direct the City Clerk to file a Notice of Completion (NOC).

## **DISCUSSION:**

Southwest Pipeline completed all work on this project in accordance with the approved plans and specifications of Bid No. 2020-01 to the satisfaction of the City Engineer. The City will release the retention, in the amount of \$41,344.75, thirty-five (35) days after the NOC is approved by the City Council.

A summary of the project accomplishments is listed below and is also illustrated in Attachment 3:

CITY COUNCIL ACTION:

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### Sewer Rehabilitation and Construction

- Rehabilitated approximately 4,186 linear feet of 6" and 8" sewer pipes.
- Rehabilitated approximately 1,967 linear feet of a 21" trunk sewer.
- Rehabilitated one sewer manhole on Cedros Avenue.
- Constructed two new sewer manholes and one sewer clean-out at inaccessible, damaged dead ends.
- Constructed 78 linear feet of 8" sewer main on Santa Rufina to eliminate two inaccessible damaged dead ends.

### Storm Drain Rehabilitation and Construction

- Rehabilitated approximately 1,040 linear feet of circular and elliptical corrugated metal pipes.
- Removed and replaced approximately 273 linear feet of deteriorated corrugated metal pipes.
- Removed and replaced one deteriorated curb inlet.

### Construction Changes

During construction, the contractor, in collaboration with City Staff, determined that a couple of existing sewer pipe segments that were scheduled for the rehabilitation methods needed to be modified. In an effort to provide a comprehensive design option, rehabilitation of these sewer pipe segments were postponed to the next year's project. A couple of additional pipe segments were also postponed to next year's project due to inaccessible dead ends. Five additional sewer segments consistent with the City's sewer maintenance master plan were added to this year's rehabilitation program at the contract unit prices. The net result due to these changes was a surplus of \$2,728. The contingency amount of \$52,000 for the sewer portion of the contract was not used.

On the storm drain side, one storm drain pipe located on an easement on private property on Santa Elena was found to be too deteriorated for the proposed lining option. Staff provided an alternative design for the complete removal and reconstruction with a new and much more durable pipe. Similarly, a portion of another storm drain located in an easement at the end of Fresca Court was determined to be deteriorated beyond repair and unsuitable for the lining option. Staff provided an alternative design for a partial removal and reconstruction before the full pipe segment was subsequently lined. Two other storm drains were determined to be too deteriorated to be lined. Due to a funding shortfall, these pipes will be replaced during a future project.

The total cost of the above changes for the storm drain side is \$41,487. Utilizing the full contingency amount of \$27,000 for the storm drain portion of the contract, there is a \$14,487 shortfall. Staff is requesting City Council approval to execute the final change order (Attachment 2) with Southwest Pipeline.

**CEQA COMPLIANCE STATEMENT:**

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

**FISCAL IMPACT:**

The project was funded with the Fiscal Year (FY) 2020/21 Capital Improvement Program budget, which included \$570,000 for Sanitary Sewer Pipeline Replacements (CIP-14) and \$300,000 for Storm Drain Improvements (CIP-15).

The awarded construction contract was \$788,136. City Council authorized a contingency of \$79,000 for unanticipated extra work, for a total construction budget of \$867,136. The cost was divided as follows:

**Table 1: Project Budget**

	<b>Sewer</b>	<b>Storm Drain</b>	<b>Total</b>
Base Bid	\$517,367	\$270,769	\$788,136
Contingency	\$52,000	\$27,000	\$79,000
Construction Budget	\$569,367	\$297,769	\$867,136

The final cost for sewer rehabilitation work was \$514,639, \$2,728 less than the base bid amount of \$517,367. Therefore, the sewer contingency of \$52,000 was not used.

The final cost for storm drain rehabilitation work was \$312,256, \$41,487 more than the base bid amount of \$270,769. The \$27,000 storm drain contingency will fund a portion of the extra work, leaving an unfunded amount of \$14,487. The storm drain work was funded by the General Fund, and Staff is recommending that City Council authorize an additional appropriation of \$14,487 from the General Funds to supplement the unfunded amount.

The final contract change order deducts \$2,728 in sewer work and adds \$41,487 in storm drain work, for a contract increase of \$38,759.

**WORK PLAN:**

Major Storm Drain Improvement Projects were included in Capital Projects under Environmental Sustainability. Although sewer system maintenance was not mentioned in the FY 2019/20 Work Plan, it was consistent with the Environmental Sustainability section of the Work Plan.

**OPTIONS:**

- Adopt Staff recommendations.

- Postpone and provide direction to Staff.

**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution 2022-005:

1. Authorizing the City Council to accept, as complete, the 2020 Sewer & Storm Drain Rehabilitation Project, Bid No. 2020-01, performed by Southwest Pipeline & Trenchless Corporation.
2. Approving a change order in the amount of \$38,759 with Southwest Pipeline and authorizing the City Manager to execute the change order.
3. Authorizing an appropriation of \$14,487 to the project budget unit from the General Fund.
4. Authorizing the City Treasurer to amend the Fiscal Year 2021/22 Adopted Budget accordingly.
5. Authorizing the City Clerk to file a Notice of Completion.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.



\_\_\_\_\_  
Gregory Wade, City Manager

Attachments:

1. Resolution No. 2022-005
2. Change Order No. 1
3. Sewer & Storm Drain Improvement locations

**RESOLUTION 2022 - 005**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, ACCEPTING AS COMPLETE THE 2020 SEWER & STORM DRAIN REHABILITATION PROJECT, BID NO. 2020-01, AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION, APPROVING A FINAL CONTRACT CHANGE ORDER AND AUTHORIZING ADDITIONAL FUNDING**

**WHEREAS**, the 2020 Sewer & Storm Drain Rehabilitation Project has been completed in accordance with the plans and specifications included as part of the construction contract with Southwest Pipeline & Trenchless Corporation to the satisfaction of the City Engineer; and

**WHEREAS**, additional storm drain rehabilitation work was performed requiring supplemental funding and a construction change order.

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

1. That the above recitations are true and correct.
2. That the City Council accepts as complete the 2020 Sewer & Storm Drain Rehabilitation Project, Bid No. 2020-01, performed by Southwest Pipeline & Trenchless Corporation.
3. That the City Council approves a change order in the amount of \$38,759 with Southwest Pipeline and authorizes the City Manager to execute the change order.
4. That the City Council authorizes an appropriation of \$14,487 to the project budget unit from the General Fund.
5. That the City Council authorizes the City Treasurer to amend the Fiscal Year 2021/22 Adopted Budget accordingly.
6. That the City Council authorizes the City Clerk to file a Notice of Completion for the project.

**PASSED AND ADOPTED** this 12th day of January, 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

CITY OF SOLANA BEACH

CONTRACT CHANGE ORDER  
SEWER & STORM DRAIN REHABILITATION PROJECT  
BID NO.: 2020-01

October 22, 2021

Change Order No. 1

Purchase Orders 21-046, 21-108 (Vendor No. 5915)

This change order adds and deducts the following items to the contract:

**1. Sewer Contract Quantities Adjustments**

The following bid items are increased or decreased to reflect actual quantities as follows:

Bid Item	Description	Quantity	Unit	Unit Price	Item Total
1	Cured-in-place lining of 6" pipe	290	LF	\$40	\$11,600
2	Cured-in-place lining of 8" pipe	152	LF	\$35	\$5,320
3	Cured-in-place lining of 21" pipe	10	LF	\$90	\$900
4	Re-establish lateral connection	-14	EA	\$50	(\$700)
5	Brim Style service lateral connection	-23	EA	\$900	(\$20,700)
11	Final CCTV sewer pipelines	284	LF	\$3	\$852
<b>Total Amount (deduction)</b>					<b>(\$2,728)</b>

The above sewer quantities reflect the following sewer lining segment changes:

- Two Marsolan segments deleted due to dead-ends
- Four segments at 615 Seabright Lane easements added
- One segment at 407 Hilmen Place easement added

**2. Storm Drain Contract Quantities Adjustments**

The following bid items are increased or decreased to reflect actual quantities as follows:

Bid Item	Description	Quantity	Unit	Unit Price	Item Total
12	Cured-in-place lining of 18" pipe	-431	LF	\$110	(\$47,410)
13	Cured-in-place lining of 24" pipe	9	LF	\$120	\$1,080
14	Cured-in-place lining of 20" x 15" pipe	-48	LF	\$300	(\$14,400)
15	Cured-in-place lining of 22" x 13" pipe	8	LF	\$245	\$1,960
17	Final CCTV storm drain pipelines	-462	LF	\$2	(\$924)
<b>Total Amount (deduction)</b>					<b>(\$59,694)</b>

The above storm drain quantities reflect the following storm drain lining segment changes:

- 1116 Santa Luisa not lineable due to extensive invert deterioration
- 1543/1551 Santa Elena removed and replaced in lieu of lining
- 530/533 Barbara Ave not lineable due to extensive invert deterioration

**3. 1543/1551 Santa Elena Storm Drain Replacement**

The existing corrugated metal storm drain in the slope below 1543 Santa Elena was found to be corroded with large voids in the subgrade below the pipeline. The pipe could not be lined. The existing metal pipe was removed and replaced with a 15-inch PVC pipe on a time and material basis.

**\$68,672**

**4. 754/755 Fresca Court Storm Drain Replacement**

The portion of the existing corrugated metal pipe at the bottom of the slope next to Stevens Avenue could not be lined due to a large sinkhole below the deteriorated pipe. Approximately 40-lineal feet was removed and replaced with an HDPE pipe on a time and material basis. The sink hole was filled with imported soil and the slope restored. Per the contract, the entire pipeline was subsequently lined.

**\$21,509**

**5. Storm Drain Invert Grouting**

Prior to lining, the contractor performed confined space extra work to grout voids in the pipelines at 155 Stevens Avenue and at Valley Avenue next to the Fish Market.

**\$7,000**

**5. Video inspections of Unlined Segments**

The contractor performed video inspection of pipeline segments that were determined as not lineable, which are listed above. The work to perform video inspections were included as part of the lining bid items. This amount is for video inspection work performed that is not included in the bid items.

**\$4,000**

**TOTAL AMOUNT OF CHANGE ORDER NO. 1**

**\$38,759**

All work related to this change order shall be done in accordance with the Project Special Provisions, the Project Plans, and the Standard Specifications for Public Works Construction "Greenbook", 2018 Edition (Standard Specifications). This change order shall include and all labor, materials, tools, equipment and incidentals as required to complete the work complete and in place. No additional compensation shall be due to the contractor as a result of this change order.

This change order shall include all general contractor's overhead, extended overhead, profit, incidentals, bonds and lost time. Contractor shall not be entitled to any additional payment or time extension regarding items covered in this change order.

By reason of this change order the time of completion will be extended by 40 days.

Recommended by: \_\_\_\_\_  
Mo Sammak, City Engineer

Contract Summary:

Initial Contract Amount \$788,136.00

Previous Change Orders \$0.00

This Change Order \$38,759.00

Total To Date \$826,895.00

Additional Appropriation Required No

Approved: **City of Solana Beach**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Gregory Wade, City Manager

Approved:  
**Southwest Pipeline & Trenching Corp.**

Date: 11/29/21

By: 



**A.5. Successor Agency Recognized Obligation Payment Schedule (ROPS) 2022-23 and Administrative Budget.**

[Click here to access this item.](#)



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** January 12, 2022  
**ORIGINATING DEPT:** City Manager  
**SUBJECT:** **Consideration of Resolution 2022-02 to Allocate CARES Act Community Development Block Grant Coronavirus (CDBG-CV) Funding to the Community Resource Center’s Food and Nutrition Program; Authorize Entry Into a Contract with the County of San Diego for Management and Implementation of the CDBG-CV Program; and Authorize Entry into a Professional Services Agreement with the Community Resource Center to Administer the Food and Nutrition Center Program**

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**BACKGROUND:**

Supplemental Coronavirus Aid, Relief, and Economic Security (CARES) Act funding was allocated to the CDBG Program (known as CDBG-CV) through the U.S. Department of Housing and Urban Development (HUD) specifically to address funding needs associated with the COVID-19 pandemic. The County of San Diego’s Health and Human Services Agency (County) is administering these funds as the grantee for the San Diego Urban County Region. The City has been allocated two apportionments of Supplemental CDBG-CV funding for a total of \$96,665. The first allocation was in the amount of \$26,190. The County was subsequently awarded approximately \$4.3 million more from HUD for the second round of CDBG-CV funding. The City’s CDBG-CV allocation from the second round of funding was \$70,475.

At the Council meeting on September 22, 2021, Staff identified the Community Resource Center’s (CRC) Food and Nutrition Program as a potential program to support using the CDBG-CV funds since the program meets the HUD requirements of serving low-income households in Solana Beach affected by the pandemic. Subsequently, Council gave direction to Staff to draft the agreements and application required by the County in order to allocate and distribute \$29,715 of CDBG-CV funding to CRC’s Food and Nutrition Program for the current fiscal year in support of Solana Beach residents and to seek reimbursement from the County.

CITY COUNCIL ACTION:

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This item is before Council to approve Resolution 2022-002 (Attachment 1) authorizing the City Manager to submit an application for CDBG-CV funding to the County (Attachment 2); execute an agreement with the County for the project (Attachment 3, Exhibit B is the County's standard grant template); and execute an Agreement (Attachment 3) with CRC to administer the Food and Nutrition Program for the benefit of Solana Beach residents affected by the pandemic.

**DISCUSSION:**

The CRC Food and Nutrition Program (Program) offers those in need a dignified shopping experience where participants can select their own food staples, along with fresh food. Volunteers guide participants through the Food and Nutrition Center (Center) to select food that local grocery stores and community groups have donated to the CRC. The Center is open daily and has a variety of options to assist those in need.

According to the CRC, from July 1, 2020 to June 30, 2021, 24 households in Solana Beach participated and 90 individuals were served. There was a total of 267 visits to the Center from Solana Beach residents, proving that this is a valuable resource for those in need. On average, the cost per individual was approximately \$330, which includes the cost of the food and administering the program. Therefore, the total cost for Solana Beach residents in the past fiscal year was approximately \$29,700. The Supplemental CARES Act funding can be used to reimburse the costs on an ongoing basis for the duration of the pandemic.

Staff has been in contact with the CRC and the County HCD to complete the necessary steps and documentation to implement the program. If Council approves Resolution 2022-002, then Staff will formally submit the Application (Attachment 2) to the County for review and approval. Once approved, the City Manager will enter into an agreement with the County to outline the terms for the CDBG-CV funding reimbursement. Once this agreement is executed, the City will enter into a professional services agreement (Attachment 3) with CRC to administer the program. Part of administering the program includes comprehensive documentation and reporting required by HUD in order for the City to ultimately receive the grant funds in the form of a reimbursement from the County for the program expenses. If all the documentation and reporting requirements are not met, the County may withhold the funds. The CRC has implemented other CDBG programs in the region, and City Staff has met with the County and CRC staff on multiple occasions to discuss this program, so Staff has confidence the documentation and reporting requirements will be met.

**CEQA COMPLIANCE STATEMENT:**

This is not a "project" as defined by the California Environmental Quality Act (CEQA) and is exempt pursuant to Section 15061(b)(3) of the State CEQA Guidelines (14 CCR 15061(b)(3)) because there is no possibility that the activity in question may have a

significant effect on the environment and pursuant to Section 15269(c) of the State CEQA Guidelines because the program implementation is necessary to mitigate an emergency.

**FISCAL IMPACT:**

The City will pay the program costs (\$29,715 in FY 2021-2022) from the CDBG-CV Fund and then submit program expense invoices to the County for reimbursement.

**WORK PLAN:**

N/A

**OPTIONS:**

- Approve Staff recommendation.
- Do not approve Staff recommendation.
- Provide alternative direction.

**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council approve Resolution 2022-02:

1. Approving the funding allocation of \$29,715 from the CDBG-CV Fund to Community Resource Center to administer the Food and Nutrition Center Program to benefit Solana Beach residents impacted by the Coronavirus pandemic.
2. Authorizing the City Manager to submit an application and any other necessary documents to the County to approve the Food and Nutrition Center Program as an authorized use of CDBG-CV funding and get reimbursement.
3. Authorizing the City Manager to execute a contract with the County for management and implementation of the CDBG-CV program and such other agreements, memoranda of understanding and documents related thereto.
4. After the contract with the County is executed, authorizing the City Manager to execute an agreement with the Community Resource Center in the amount of \$29,715 to administer the Food and Nutrition Center Program.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.



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Gregory Wade, City Manager

Attachments:

1. Resolution 2022-02
2. CDBG-CV Application
3. Community Resource Center Professional Services Agreement

## RESOLUTION 2022-02

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, ALLOCATING FISCAL YEAR 2021-2022 COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS FUNDS (CDBG-CV) FOR THE COMMUNITY RESOURCE CENTER, AUTHORIZING ENTRY INTO A CONTRACT WITH THE COUNTY OF SAN DIEGO FOR MANAGEMENT AND IMPLEMENTATION OF THE CDBG-CV PROGRAM, AND AUTHORIZING ENTRY INTO A PROFESSIONAL SERVICES AGREEMENT WITH THE COMMUNITY RESOURCE CENTER TO ADMINISTER THE FOOD AND NUTRITION CENTER PROGRAM

**WHEREAS**, the City participates in the Community Development Block Grant (CDBG) Program as administered through the County of San Diego (County) as the City is not eligible to submit as an “Entitlement City”; and

**WHEREAS**, on March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency to exist in California as a result of the threat of the novel coronavirus and the disease it causes, known as COVID-19; and

**WHEREAS**, on March 11, 2020, the World Health Organization (WHO) declared COVID-19 a pandemic; and

**WHEREAS**, on March 13, 2020, a federal emergency was issued as a result of the rise in COVID-19 cases; and

**WHEREAS**, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law on March 27, 2020; and

**WHEREAS**, on April 9, 2020, the Department of Housing and Urban Development’s Office of Community Planning and Development (CPD) announced that four provisions in the CARES Act pertaining to the CDBG program (CDBG-CV) were immediately available; and

**WHEREAS**, CPD states that grantees may use CDBG-CV funds to prevent, prepare for and respond to the coronavirus pandemic; and

**WHEREAS**, the CARES Act eliminates the CDBG law’s 15% cap on the amount of a jurisdiction’s grant (and any program income) that is obligated in a program year for “public services” and makes it clear that this provision is available immediately; and

**WHEREAS**, the City received two allocations of CDBG-CV funds (\$26,190 and \$70,475) totaling \$96,665; and

**WHEREAS**, on September 22, 2021, the City Council approved the use of \$29,715

of CDBG-CV funding to support the Community Resource Center to administer their Food and Nutrition Center Program to benefit low and moderate income Solana Beach Residents impacted by the Coronavirus pandemic.

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

1. That the above recitations are true and correct.
2. That the City Council finds the funding request and program implementation are not a “project” as defined by the California Environmental Quality Act (CEQA) and are exempt pursuant to Section 15061(b)(3) of the State CEQA Guidelines (14 CCR 15061(b)(3)) because there is no possibility that the activity in question may have a significant effect on the environment, and necessary to mitigate an emergency and are exempt pursuant to Section 15269(c) of the State CEQA Guidelines.
3. That the City Council approves the funding allocation of \$29,715 from the CDBG-CV Fund to Community Resource Center to administer the Food and Nutrition Center Program to benefit Solana Beach residents impacted by the Coronavirus pandemic.
4. That the City Council requests the Fiscal Year (FY) 2022 CDBG-CV Funds in the amount of \$29,715 be approved and reimbursed by the County of San Diego as an authorized allocation to the Community Resource Center to administer the Food and Nutrition Center Program.
5. That the City Council authorizes the City Manager to submit an application and any other necessary documents to the County to approve the Food and Nutrition Center Program as an authorized use of CDBG-CV funding and seek reimbursement.
6. That the City Council authorizes the City Manager to execute a contract with the County for management and implementation of the CDBG-CV program and such other agreements, memoranda of understanding and documents related thereto.
7. That, after the contract with the County is executed, the City Council authorizes the City Manager to execute an agreement with the Community Resource Center in the amount of \$29,715 to administer the Food and Nutrition Center Program.

8. That the City Council authorizes the City Manager to take such other and further actions as are necessary and proper to carry out the intention of this Resolution.

**PASSED AND ADOPTED** this 12<sup>TH</sup> day of January, 2022 at a meeting of the City Council of the City of Solana Beach, California by the following vote:

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

\_\_\_\_\_  
LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk

 	<b>COUNTY OF SAN DIEGO</b> <b>2021-2022 COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS</b> <b>(CDBG-CV) PROGRAM – CFDA #14.218</b>	<b>Census Tract:</b>
	<b>APPLICATION FOR CDBG PARTICIPATING CITIES</b>	<b>Priority No:</b>

Date Submitted: December 9, 2021 DUNS #: 193774809

Title of Project: City – CRC Food Distribution for Low-Income Solana Beach Residents

**AGENCY SUBMITTING APPLICATION:**

- a. City Department: City Manager's Office Implementing Department: City Manager's Office
- b. Project Manager: Dan King, Assistant City Manager Telephone Number: 858-720-2477
- c. Contact Person (if different from Project Manager): Rimnga Viskanta, Sr. Management Analyst  
Telephone Number: 858-720-2467
- d. Mail Stop/Address: 635 S Highway 101, Solana Beach, CA 09275 E-mail Addresses: dking@cosb.org
- e. E-mail Addresses: rviskanta@cosb.org Fax Number: \_\_\_\_\_
- f. **Signature of Authorized Official:** \_\_\_\_\_
- g. Name and Title of Authorized Official: Greg Wade, City Manager
- h. Does your city expend \$750,000 or more a year in federal funds?  Yes  No (if yes, city must submit copy of independent (A-133) audits each year; if no, city must submit copy of audited financial statements each year).
- i. Date of City Council authorization to submit CDBG application, administer project, execute contract: 12/8/2021 (please forward documentation as soon as it is available).
- j. Must maintain current Central Contractor Registration (SAM/CCR). Please include printout of current CCR registration with this application.
- k. Cities with fair share allocations under \$50,000. Those cities with allocations under this threshold must request a minimum of \$50,000. If available, the amount that exceeds their annual fair share allocation will be advanced by the County to be repaid with the city's future year CDBG allocations or other city funds should the CDBG program be discontinued.

**1. PROJECT LOCATION: (Attach map of project site showing the boundaries of the geographic area served. Also attach site plan or project sketch, or if located in a park include Park Master Plan, if applicable.)**

- a. Community: Solana Beach
- b. Street address (include zip code): 92075
- c. Cross streets: N/A
- d. Assessor Parcel Number (where applicable): N/A
- e. Thomas Bros. Reference Page: N/A

**2. PROJECT DESCRIPTION: (Provide a clear, detailed description of the project and specifically how the requested CDBG funds would be used. Include a sketch of the project site to clarify the proposal and attach any relevant information supporting this proposal. Attach a list of the proposed tasks with associated activities, expected accomplishments of each task, timelines, and information on staff/consultant who would supervise/perform the work. Note: All sub-recipients requesting funds for programs working directly or indirectly with homeless populations will be required to participate in the Homeless Management Information System (HMIS) database effort administered by the Regional Task Force on the Homeless.)**

In order to address food insecurity in Solana Beach to our low- and moderate-income population, \$29,715 of the funds will go to Community Resource Center (CRC), a non-profit community-based public service organization, to administer the program. The COVID-19 pandemic has exacerbated financial hardship and food insecurity. CRC's Food &

Nutrition Center (FNC) is an ongoing core program, which operates year-round distributing nearly 500,000 pounds of nutritious food including fresh produce, meat, and dairy, and hygiene items (including diapers) at daily and weekly distributions. Last year, FNC served 1,165 food insecure households, more than 2,900 individuals including domestic violence survivors, at more than 11,000 visits to the FNC. 24 of those households, 90 individuals, were Solana Beach residents. CDBG funds will be used to support FNC personnel (program manager and food rescue truck drivers), transportation costs, food purchase, and safe storage of food.

4. TYPE OF ACTIVITY: (Please check only one)

<input type="checkbox"/> Public Facilities	<input type="checkbox"/> Economic Development	<input type="checkbox"/> Rental Housing	Other: _____
<input type="checkbox"/> Infrastructure	<input checked="" type="checkbox"/> Public Service <sup>1</sup>	<input type="checkbox"/> Owner-Occupied Housing	
<input type="checkbox"/> Planning/Administration	<input type="checkbox"/> Non-homeless Special Needs	<input type="checkbox"/> Homeless/HIV/AIDS	

5. OBJECTIVE: (Please check only one)

<input checked="" type="checkbox"/> 1	Suitable Living Environment	(Activities that benefit communities/ families/individuals by addressing issues in their living environment)
<input type="checkbox"/> 2	Decent Housing	(Housing activities that meet individual family or community needs; should not be used for activities where housing is an element of a larger effort)
<input type="checkbox"/> 3	Economic Opportunity	(Activities related to economic development, commercial revitalization, and job creation)

6. OUTCOME: (Please check only one)

<input checked="" type="checkbox"/> 1	Availability/ Accessibility	(Activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does not only refer to physical barriers)
<input type="checkbox"/> 2	Affordability	(Activities that provide affordability in a variety of ways. It can include creation or maintenance of affordable housing, basic infrastructure hookups, or services such as transportation or daycare)
<input type="checkbox"/> 3	Sustainability	(Activities that promote livable or viable communities and neighborhoods by providing services or by reviving slums or blighted areas)

7. PROJECT BENEFICIARIES:

a. Describe the geographic service area or the specific population served, including the estimated number of persons served and other measurable outputs:

The primary population served will be low and moderate income residents of Solana Beach who have been affected economically by the COVID-19 pandemic. The intent is to relieve food insecurity and help people avoid eviction and becoming homeless during the pandemic. Approximately 24 households will receive assistance from the CDBG-CV funds.

b. If the proposed project only serves a limited clientele, a certain segment of the population, such as youth, childcare or senior centers, health facilities, ADA improvements, or housing activities/services:

(1) Provide the unduplicated number of people expected to be served annually.  
N/A

(2) Describe what steps will be taken to document that a minimum of 51% unduplicated low- and moderate-income and limited

<sup>1</sup> Eligible public services are limited to those services that directly relate to and support physical community revitalization, homeless or housing activities.

clientele persons will be served annually.<sup>2, 3</sup>

Prior to receiving food assistance, Food and Nutrition Center participants complete intake packet that documents housing size and income. CRC staff verify eligibility prior to receiving assistance.

8. SITE INFORMATION:

a. Suitability of site or facility:

N/A

b. Availability of land/facility: (Indicate if the site has been selected, whether there is site control, and other issues of ownership.)

N/A

c. Effect on surrounding land use:

N/A

d. Conformance with General Plan: (For information, call PDS at (619) 615-8289) N/A

9. ENVIRONMENTAL REVIEW STATUS: (Call Kimberly Jones at (858) 694-3917 and check appropriate boxes if environmental status is known)

Exempt CEQA:

Exempt NEPA:

Environmental Assessment Needed: Underway  Complete

Environmental Impact Statement: Underway  Complete

10. CDBG FUNDS REQUESTED: (Specific use of CDBG funds only)

Planning	\$ _____	Inspections	\$ _____
Personnel/Administration	\$ _____	Construction/Installations	\$ _____
Site Acquisition	\$ _____	Consultant Cost	\$ _____
Relocation Assistance	\$ _____	Supplies/Equipment	\$ _____
Permits and Fees	\$ _____	Insurance/Legal	\$ _____
Engineering/Designs	\$ _____	Other (Food & Nutrition Center)	\$ 29,715
		TOTAL	\$ 29,715

11. STAFF STATEMENT OF PROJECT NEED/OBJECTIVE:

a. Indicate specific local conditions that warrant funding of the project:

Coastal north county cities and recent Community Health Needs Assessments have identified food insecurity as a significant, high priority community need. San Diego Hunger Coalition estimates that there are 10,000 to 20,000 food insecure people in coastal north county and that 1/3 of them are children under 18. 1 in 3 children in U.S. now live in food insecure households. Many, including low-income Solana Beach residents are unsure when or where they would be able to get their next healthy meal or skip meals because they could not afford to purchase food.

b. Describe the relationship of the proposed activity to other similar community facilities/services. (If there are other similar facilities/services in the community, provide a map showing locations):

There are no other similar community services for food distribution to low-income residents of Solana Beach.

<sup>2</sup> HCDS will require intake forms and supporting income verification documentation (third party verifications or source documentation) be submitted upon request.

<sup>3</sup> All sub-recipients requesting funds for programs working directly or indirectly with homeless populations will be required to participate in the Homeless Management Information System (HMIS) database's effort administered by the Regional Task Force on the Homeless.

12. PROJECT BUDGET:

- a. Indicate how the requested CDBG funds will be leveraged and identify other sources of funds, including the amounts, for this project. Describe here if the proposal is part of larger project.

The funds will go directly to support the Food & Nutrition Center at CRC to assist Solana Beach residents impacted economically by the pandemic. The City is also leveraging \$5,000 of city funding to support the Food and Nutrition Center through the City of Solana Beach Community Grant Program.

- b. Specify the status of other funding sources and include dates: application submitted, decision pending on requested funds, or funds committed.

On September 22, 2021 and by Resolution on January 12, 2022, the City Council authorized a total of \$29,715 CDBG-CV funding to go to the CRC Food & Nutrition Center program.

13. PROJECT COST ESTIMATE:

- a. CDBG Funds Previously Allocated To This Project: \$ N/A

- b. Current Proposal:

(1) CDBG Project Request \$ 29,715

(2) Other Funds Allocated to Project for spending in FY 2020-21 (list sources):

Other Federal (Specify Source): \_\_\_\_\_ \$ \_\_\_\_\_

Other State/Local (Specify Source): \_\_\_\_\_ \$ \_\_\_\_\_

Other (Specify Source): \_\_\_\_\_ \$ \_\_\_\_\_

Other (Specify Source): \_\_\_\_\_ \$ \_\_\_\_\_

**Current Proposal Total** \$ **29,715**

- c. Future Year Project Cost Estimates (list sources):

(1) \_\_\_\_\_ \$ N/A

(2) \_\_\_\_\_ \$ N/A

14. PRELIMINARY SCHEDULE: (For CDBG Fund Requests Only)

<u>Task</u>	<u>Completion Date</u>
Environmental Review	<u>N/A</u>
Contract Award	_____
Site Acquisition	_____
Engineering/Design	_____
Consultant Services	_____
Relocation Assistance	_____
Construction/Installation	_____
Other: _____	_____
Other: _____	_____

Estimated Date of Completion (assuming July 2020 Release of Funds) June 30, 2022

15. PROJECTED CDBG EXPENDITURES IN FY 2020-21

1 <sup>st</sup> Quarter	<u>25% of the Project Total</u>
2 <sup>nd</sup> Quarter	<u>25% of the Project Total</u>
3 <sup>rd</sup> Quarter	<u>25% of the Project Total</u>
4 <sup>th</sup> Quarter	<u>25% of the Project Total</u>

16. Will the proposed project meet Americans with Disabilities Act standards for access to persons with disabilities? Explain.

Yes. The Food and Nutrition Center is accessible to persons with disabilities.

17. Project will be carried out by: (Check one of the following)

- |  |   |
|--|---|
| <input type="checkbox"/> City Employees                            | <input checked="" type="checkbox"/> Non-Profit Organization |
| <input type="checkbox"/> Contractors                               | <input type="checkbox"/> For Profit Organization            |
| <input checked="" type="checkbox"/> City Employees and Contractors | <input type="checkbox"/> Faith Based Organization           |
| <input type="checkbox"/> Another Public Agency                     | <input type="checkbox"/> Institution of Higher Education    |

18. CURRENT ACTIVITIES:

a. Indicate current project status:

On September 22, 2021 and by Resolution on January 12, 2022, the City Council authorized the allocation of the CDBG-CV to the CRC Food & Nutrition Center Program.

b. For phased projects, describe the progress on the current phase at time of this application and indicate the expected completion date of the previously funded work:

N/A

19. BASIS FOR STAFF RECOMMENDATION:

a. Include specific reasons for your support and indicate why this project is a priority:

We support this project because we have witnessed the immediate economic impacts from the pandemic in our community. This pandemic has specifically hit the lower and moderate income families the hardest, and this funding will help them obtain healthy nutritious food and allow scarce household income to be used for other urgent needs such as housing or transportation.

b. Note any anticipated problems or delays in implementation (e.g., use permits, other agency approvals or contingencies):

N/A

c. Describe the urgency or reasons for funding the project this year:

The economic effects from the pandemic are being felt immediately and are hitting the low and moderate income families the hardest.

d. If applicable, submit pictures of the project as an attachment (high quality pictures from different angles):

20. CITIZEN OR ADVISORY COMMITTEE RECOMMENDATION:

a. Actions taken and votes received:

The City of Solana Beach City Council held a meeting on September 22, 2021 at which Council discussed possible public service programs with whom the City could partner to provide the allocated CDBG-CV funding. On January 12, 2022, Council adopted a resolution designating the funds should go to CRC for the Food & Nutrition Center Program to help those in need and impacted by the Coronavirus pandemic feed their families.

b. Input received from citizens: (Attach letters received from public.)

c. Status of Community/Local Planning Group review and approval: (Required prior to CDBG funding recommendation.)

N/A

21. NATIONAL OBJECTIVE:

Any real property acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used to meet one of the national objectives. Cities are required to meet the national objective until five years after expiration of the contract or MOU. Describe how your agency will comply with this HUD requirement:

N/A

# City of Solana Beach

## PROFESSIONAL SERVICES AGREEMENT

### FOR FOOD AND NUTRITION ASSISTANCE

This Professional Services Agreement (“AGREEMENT”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the CITY OF SOLANA BEACH, a municipal corporation (“CITY”), and, COMMUNITY RESOURCE CENTER, a California nonprofit corporation, (“CONSULTANT”) (collectively “PARTIES”).

**WHEREAS**, the CITY desires to employ a CONSULTANT to furnish food and nutrition assistance to low and moderate income households impacted by the Coronavirus pandemic (“PROFESSIONAL SERVICES”) for the Food and Nutrition Center (“PROJECT”); and

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

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

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

#### 1. PROFESSIONAL SERVICES.

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

#### 2. DURATION OF AGREEMENT.

- 2.1. **Term.** The term of this AGREEMENT shall be for a period of one (1) year from July 1, 2021 through June 30, 2022. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.
- 2.2. **Extensions.**  If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year periods or parts thereof for an amount not to exceed \_\_\_\_\_ per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT’s satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.

- 2.3. **Delay.** Any delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONSULTANT shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.
- 2.4. **City's Right to Terminate for Default.** Should CONSULTANT be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.
- 2.5. **City's Right to Terminate without Cause.** Without limiting its rights in the event of CONSULTANT's default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONSULTANT. Such termination shall be effective upon receipt of the written notice. CONSULTANT shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY's election, considered the property of CITY.

### 3. COMPENSATION.

- 3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall not exceed twenty nine thousand seven hundred and fifteen dollars (\$29,715.00) without prior written authorization from CITY. CONSULTANT shall bill the CITY for work provided and shall present a written request for such payment monthly.
- 3.2. **Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services.
- 3.3. **Costs.** Any costs billed to the CITY shall be approved in writing in advance and in accordance with any terms negotiated and incorporated herein as part of Exhibit "A" Scope of Services and Fee.

### 4. INDEPENDENT CONTRACTOR.

- 4.1. CONSULTANT is, for all purposes arising out of this AGREEMENT, an independent contractor. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder, the CITY only being concerned with the finished results of the work being performed. Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. CONSULTANT is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.
- 4.2. **PERS Eligibility Indemnification.** In the event that CONSULTANT's employee providing services under this AGREEMENT claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT's employees providing service under this AGREEMENT shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

- 4.3 Indemnification for Employee Payments.** CONSULTANT agrees to defend and indemnify the CITY for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make for work done under this AGREEMENT.
- 4.4** The provisions of this section 4 are continuing obligations that shall survive expiration or termination of this AGREEMENT.

## **5. STANDARD OF PERFORMANCE.**

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

## **6. WARRANTY OF CONSULTANT'S LICENSE.**

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

## **7. AUDIT OF RECORDS.**

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

## **8. CONFIDENTIALITY AND SECURITY.**

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

data. The Receiving Party will not disclose or release Confidential Information to any third person without the prior written consent of the Disclosing Party, except for where required by law or for authorized employees or agents of the Receiving Party. Prior to disclosing the Confidential Information to its authorized employees or agents, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this AGREEMENT. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable notice and opportunity to contest such disclosure or obtain a protective order. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation. Confidential Information does not include any information that is required to be provided to the public pursuant to the laws of the United States and/or California such as the California Public Records Act, due to the nature of CITY being a local governmental agency. The non-disclosure and non-use obligations of this AGREEMENT will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the Receiving Party's receipt of that item.

### **8.3. Security.**

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

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

- 8.3.3. Personal Data.** If CONSULTANT processes or otherwise has access to any personal data or personal information on CITY's behalf when performing CONSULTANT's services and obligations under this AGREEMENT, then: (i) CITY shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CONSULTANT shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) CITY shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CONSULTANT so that CONSULTANT may lawfully use, process and transfer the personal data and personal information in accordance with this AGREEMENT on CITY's behalf in order for CONSULTANT to provide the services and perform its other obligations under this AGREEMENT; (iii) CONSULTANT shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by CITY from time to time and in accordance with the terms of this AGREEMENT; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.
- 8.3.4. Information Security.** CONSULTANT represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from CITY does and will comply with all applicable federal and state privacy and data protection laws. In the event of any security breach, CONSULTANT shall: (a) Provide CITY with the name and contact information for an employee who shall serve as CITY's primary security contact and shall be available to assist CITY twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a security breach; and (b) Notify CITY of a security breach as soon as practicable, but no later than twenty-four (24) hours after CONSULTANT becomes aware of it. Immediately following CONSULTANT's notification to CITY of a security breach, the parties shall coordinate with each other to investigate the security breach. CONSULTANT agrees to fully cooperate with CITY in CITY's handling of the matter. CONSULTANT shall use best efforts to immediately remedy any security breach and prevent any further security breach at CONSULTANT's own expense in accordance with applicable privacy rights, laws, regulations and standards. CONSULTANT agrees to provide, at its expense, up to one year of credit monitoring services to third parties impacted by any data breach involving the loss of personally identifiable information.
- 8.4. Indemnity.** CONSULTANT shall defend (with counsel acceptable to CITY), indemnify and hold CITY harmless from and against all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities, damages, judgments, settlements, and court awarded attorney's fees resulting from, arising out of or related to a security or data breach unless the breach is proven to be caused solely by CITY. The terms of this section shall survive termination of this AGREEMENT. For purposes of this provision, "security breach" means any act or omission that compromises either the security, confidentiality, or integrity of Confidential Information or the physical, technical, administrative or organizational safeguards put in place by CONSULTANT or any authorized persons that relate to the protection of the security, confidentiality or integrity of Confidential Information or a breach or alleged breach of this AGREEMENT relating to such privacy practices or privacy obligations imposed by any applicable law.

- 8.5. Notice and Remedy of Breaches.** Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of Section 8 of this AGREEMENT, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.
- 8.6. Enforcement.** Each party acknowledges that any breach of any of the provisions of Section 8 of this AGREEMENT may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

## 9. CONFLICTS OF INTEREST.

- 9.1.** CONSULTANT shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code Section 81000 *et seq.* (Political Reform Act) and Section 1090 *et seq.* CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the CITY.
- 9.2.** If, in performing the PROFESSIONAL SERVICES set forth in this AGREEMENT, the CONSULTANT makes, or participates in, a “governmental decision” as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for the CITY that would otherwise be performed by a CITY employee holding a position specified in the department's conflict of interest code, the CONSULTANT shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the CONSULTANT's relevant financial interests.
- 9.3.**  If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act. Specifically, the CONSULTANT shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the CITY's determination that the CONSULTANT is subject to a conflict of interest code. The CONSULTANT shall also file a Form 700 (Annual Statement) on or before April 1 of each year of the AGREEMENT, disclosing any financial interests held during the previous calendar year for which the CONSULTANT was subject to a conflict of interest code.
- 9.4.** CITY represents that pursuant to California Government Code Section 1090 *et seq.*, none of its elected officials, officers, or employees has an interest in this AGREEMENT.

## 10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.

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

## 11. INSURANCE

- 11.1. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.
- 11.2. CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.
- 11.3. **Types and Amounts Required.** CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:
- 11.3.1.  **Commercial General Liability (CGL).** If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad as CG 00 01 which shall cover liability arising from any and all personal injury or property damage, including ongoing and completed operations, in the amount no less than \$2,000,000.00 per occurrence and subject to an annual aggregate of \$3,000,000.00. If limits apply separately to this project (CG 25 03 or 25 04) the general aggregate limit shall not apply. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy. If the CONSULTANT or subcontractor maintains higher limits than the limits shown above, the CITY shall be entitled to coverage for the higher limits maintained by the CONSULTANT and their subcontractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY. Any excess or umbrella policies being used to meet the required limits of insurance will be evaluated separately and must meet the same qualifications as the CONSULTANT's primary policy.
- 11.3.2.  **Commercial Automobile Liability.** If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit no less than \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
- 11.3.3.  **Workers' Compensation.** If checked the CONSULTANT shall maintain Worker's Compensation insurance for all of the CONSULTANT's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

- 11.3.4.**  **Professional Liability.** If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit no less than \$1,000,000 per claim and \$2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy. If CONSULTANT maintains higher limits than the limits shown above, the CITY shall be entitled to coverage for the higher limits maintained by the CONSULTANT. Any available proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- 11.3.5.**  **Cyber Liability.** If checked the CONSULTANT shall also maintain Cyber Liability coverage on an occurrence basis with a limit of \$1,000,000.00 per occurrence or claim and \$2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by CONSULTANT in this AGREEMENT and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.
- 11.4. Self-Insured Retentions.** Any self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 11.5. Additional Required Provisions.** The commercial general liability, including any excess or umbrella policies being used to meet the required limits of insurance, and automobile liability policies shall contain, or be endorsed to contain, the following provisions:
- 11.5.1.** The CITY, its officers, officials, employees, and representatives shall be named as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.
- 11.5.2.** The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement at least as broad as CG 20 01 04 13 which shall be submitted to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or representatives shall be excess of the CONSULTANT's insurance and shall not contribute with it.
- 11.6. Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11, as well as a complete, certified copy of any general liability policy being used to meet the required limits of insurance, which shall include the declaration pages, a schedule of forms listing all policy endorsements, and all policy forms. The endorsements should be on forms approved by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**11.7. Special Risks or Circumstances.** CITY reserves the right to modify these requirements, including limits, based on the nature of risk, prior experience, insurer, coverage, or other special circumstances.

**12. INDEMNIFICATION.**

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

**13. SUBCONTRACTORS.**

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

**14. NON-DISCRIMINATION.**

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

**15. NOTICES.**

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

Dan King, Assistant City Manager  
City of Solana Beach  
635 S. Highway 101  
Solana Beach, CA 92075

Rebecca Nussbaum, Chief Program Officer  
Community Resource Center  
650 Second Street  
Encinitas, CA 92024

**16. ASSIGNABILITY.**

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

**17. RESPONSIBILITY FOR EQUIPMENT.**

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

**18. CALIFORNIA LAW; VENUE.**

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

**19. COMPLIANCE WITH LAWS.**

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

**20. ENTIRE AGREEMENT.**

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

**21. NO WAIVER.**

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

**22. SEVERABILITY.**

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

**23. DRAFTING AMBIGUITIES.**

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

## **24. CONFLICTS BETWEEN TERMS.**

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

## **25. COUNTY OF SAN DIEGO CLAUSES**

- 25.1** The Community Development Block Grant (CDBG) Program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities primarily for low- and moderate-income persons and families. Supplemental Coronavirus Aid, Relief, and Economic Security (CARES) Act funding was allocated the CDBG Program (known as CDBG-CV) through the U.S. Department of Housing and Urban Development (HUD) specifically to address funding needs associated with the COVID-19 pandemic. The County of San Diego's Health and Human Services Agency (County) is administering these funds as the grantee for the San Diego Urban County Region.
- 25.2** The CONSULTANT shall comply with the Standard Terms and Conditions required of the CITY in Articles 3, 7, 8, 9, 10, 11, 12, 13, 14 and 16 as set forth in County Contract Number (*#Insert Number*) attached as Exhibit "B" Agreement Between the County of San Diego and the City of Solana Beach.
- 25.3** The City, as the primary contractor on the County contract (Exhibit "B"), shall serve as the primary agency providing services as identified and outlined in the County contract Scope of Work, shall act in the role and capacity of fiscal entity and funds recipient and shall monitor the CONSULTANT for programmatic performance in association with the services herein and implement corrective action where needed.

**26. EXHIBITS INCORPORATED.**

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

**27. SIGNING AUTHORITY.**

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

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

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

CITY OF SOLANA BEACH, a municipal corporation

COMMUNITY RESOURCE CENTER, a California nonprofit corporation

By:

By:

\_\_\_\_\_  
City Manager, Gregory Wade

\_\_\_\_\_  
John Van Cleef, CEO

ATTEST:

\_\_\_\_\_  
City Clerk, Angela Ivey

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Dan King, Assistant City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, Johanna N. Canlas

**EXHIBIT "A"**  
**SCOPE OF SERVICES AND FEE**

CONSULTANT shall administer and perform services including but not necessarily limited to, as specified below:

- GOAL:** The project goal is to reduce food insecurity by providing healthy food to approximately **24 low-income households** of Solana Beach who are currently impacted by the Coronavirus pandemic.
- MEASURABLE 1:** CRC will facilitate **250 visits** by Solana Beach residents to its Food and Nutrition Center for food insecurity support.
- MEASURABLE 2:** CRC will offer **transportation assistance to 100%** Solana Beach participants to access the Food and Nutrition Center.
- MEASURABLE 3:** CRC will engage in a **minimum of 10 outreach engagements** to promote the Food and Nutrition Center access for Solana Beach residents.

**PROJECT TIMELINE**

The Food and Nutrition Center is an ongoing program and will serve Solana Beach residents during regular hours of operation throughout the grant term. The project timeline is from July 1, 2021 through June 30, 2022.

Invoices and reports are due no more than 15 days after the end of each quarter. Year-end reports and invoices are due no later than July 15, 2022.

**REPORTING REQUIREMENTS**

1. Demographic reporting: Provide quarterly, and year-end, summary demographic reports on number of persons served by the project and related demographic data on a City-provided reporting form with data requirements in accordance with the County Agreement in Exhibit B and in accordance with all federal, state and local regulations governing the implementation of the Department of Housing and Urban Development Community Development Block Grant-Coronavirus funding program.
2. Progress reporting: Provide quarterly, and year-end, summary narrative reports on progress made in achieving the project goal and performance objectives described above on a City-provided reporting form with data requirements in accordance with the County Agreement in Exhibit B and in accordance with all federal, state and local regulations governing the implementation of the Department of Housing and Urban Development Community Development Block Grant-Coronavirus funding program.

**FEE**

<b>ITEM</b>	<b>AMOUNT</b>
Food and Nutrition Center – Personnel Wages	\$12,500
Food and Nutrition Center – Personnel Benefits (33%)	\$4,125
Food and Nutrition Center – Occupancy	\$4,825
Food and Nutrition Center – Travel	\$1,864
Food and Nutrition Center – Supplies (including Outreach)	\$2,700
Food and Nutrition Center – Transportation Assistance	\$1,000
Food and Nutrition Center – Indirect Costs	\$2,701
<b>TOTAL</b>	<b>\$29,715</b>

## EXHIBIT "B"

### Agreement Between the County of San Diego and the City of Solana Beach

This agreement ("Agreement") is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California ("County") and [# *enter full corporate title, describe company, located at (complete address)*] ("Contractor"), with reference to the following facts:

#### RECITALS

- A. The County, by action of the Board of Supervisors Minute Order No. [#] authorized the Agency Director, or designee, Health and Human Services Agency, to award a contract for *the Community Development Block Grant Program*.
- B. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to Section 703.10 of the County Charter.
- D. The Agreement shall consist of this document, Exhibit A Statement of Work, *Exhibit A-1 Contractor's Proposal*, Exhibit B Payment Schedule, *Attachment 1 Additional Terms and Conditions*, *Attachment 2 Sample Income Data*, *Attachment 3 Additional Terms and Conditions: Section 3 of the Housing and Urban Development Act*, and Exhibit C Insurance Requirements. In the event that any provision of the Agreement or its Exhibits, A, A-1, or B conflicts with any other term or condition, precedence shall be: First (1st) the Agreement; Second (2nd) Exhibit A; Third (3rd) Exhibit B; and fourth (4th) Exhibit A-1.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### ARTICLE 1 PERFORMANCE OF WORK

- 1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 Contractor's Representative. The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique: accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1 "Termination for Default", if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.
- 1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor's employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.
- 1.4 Contractor's Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor's expense, all agents, employees, subcontractors, and consultants required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor's Representative, or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee, subcontractor, or consultant shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees

subcontractors, or consultants; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

In the event any subcontractor or consultant is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and ensuring the availability and retention of records of subcontractors and consultants in accordance with this Agreement.

- 1.4.1 "Related Subcontract" means an agreement to furnish, or the furnishing of, supplies, materials, equipment, or services of any kind to Contractor or any higher tier subcontractor in the performance of some or all of the work in this Agreement. Related Subcontracts includes consultant agreements, which are defined as agreements for services rendered, or the rendering of services, by persons who are members of a particular profession or possess as special skill and who are not officers or employees of the Contractor. Examples include those services acquired by Contractor or a subcontractor in order to enhance their legal, economic, financial, or technical positions. Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training or direct assistance, such as studies, analyses, evaluations, liaison with government officials, or other forms or representation. Related Subcontracts shall not include agreements for ancillary goods or services, or consulting services intended to support Contractor in a general manner not specific to the work performed under this Agreement.
- 1.4.2 Mandated Clause: Contractor shall notify all Related Subcontractors of Contractor's relationship to County. Contractor shall include in its Related Subcontracts and ensure compliance with the Standard Terms and Conditions required of Contractor in Articles 3, 7, 8, 9, 10, 11, 12, 13, 14 and 16 herein.
- 1.4.3 Contractor shall provide Contracting Officer Representative with copies of all Related Subcontracts entered into by Contractor within thirty (30) days after the effective date of the Related Subcontract, or within thirty (30) days of the effective date of this Agreement if such Related Subcontract is already in existence at that time.
- 1.4.4 County Approval: Any Related Subcontract that is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or a combination of Related Subcontracts to the same individual or firm for the Agreement period, the aggregate of which exceeds fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or any Related Subcontract for professional medical or mental health services, regardless of value, must have prior concurrence of the Contracting Officer's Representative ("COR").
- 1.5 Offshore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this Section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.

## **ARTICLE 2**

### **SCOPE OF WORK**

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right to Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility for Equipment. For cost reimbursement agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
- 2.3.1 Contractor shall repair or replace, at Contractor's expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis,

including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Representative. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow the contractor to retain the non-expendable property provided that the contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

### **ARTICLE 3** **DISENTANGLEMENT**

#### **3.1 General Obligations.**

At County's discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit A to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service provider all requested information or documentation, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: 1) The Disentanglement is satisfactory to County, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed to the County's reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

#### **3.2 Disentanglement Process.**

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Agreement Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Article 7. Subject to Exhibit A Contractor's obligation to perform Disentangled Services, and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Agreement Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Contractor's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

#### **3.3 Specific Obligations.**

The Disentanglement shall include the performance of the following specific obligations:

##### **3.3.1 No Interruption or Adverse Impact**

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations.

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party agreements, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party agreements between Contractor and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County's direction, Contractor shall obtain all legally necessary client consents or authorizations legally necessary to transfer client data to County or any new service provider.

3.3.3 Return, Transfer and Removal of Assets.

3.3.3.1 Contractor shall return to County all County assets in Contractor's possession, pursuant to Paragraph 2.4 of the Agreement.

3.3.3.2 County shall be entitled to purchase at net book value those Contractor assets used for the provision of Disentangled Services to or for County, other than those assets expressly identified by the Parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.4 Transfer of Leases, Licenses, and Agreements.

Contractor, at its expense, shall convey or assign to County or its designee such fully-paid leases, licenses, and other agreements used by Contractor, County, or any other Person in connection with the Disentangled Services, as County may select, when such leases, licenses, and other agreements have no other use by Contractor. Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other agreements to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any losses resulting from any claim that Contractor did not perform any such obligations.

3.3.5 Delivery of Documentation.

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support, and Contractor may maintain records that it is legally required to maintain.

3.4 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

3.5 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

**ARTICLE 4**

**COMPENSATION**

**[INSERT APPROPRIATE COMPENSATION CLAUSE]**

**ARTICLE 5**

**AGREEMENT ADMINISTRATION**

5.1 County's Agreement Administrator. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR")

5.1.1 County's COR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.

5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term or the total Agreement price. Each AA shall be in writing and signed by COR and Contractor. All inquiries about such AA will be referred directly to the COR.

5.2 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

## **ARTICLE 6** **CHANGES**

- 6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc. and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by such an order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Such changes may require Board of Supervisors approval.
- 6.2 Claims. Contractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

## **ARTICLE 7** **SUSPENSION, DELAY AND TERMINATION**

7.1 Termination for Default. Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

7.2 Damages for Delay. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.

7.3 County Exemption from Liability. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County of San Diego and its Departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.

7.4 Full Cost Recovery of Investigation and Audit Costs. Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement.

At the sole discretion of the County, and subject to funding source restrictions and federal and State law, County may (1) withhold reimbursement for such costs from any amounts due to Contractor pursuant to the payment terms of the Agreement, (2) withhold reimbursement for such costs from any other amounts due to Contractor from County, and/or (3) require Contractor to remit a check for the total amount due (or a lesser amount specified by the County) to County within thirty (30) days of request by County. Alternatively, at the County's sole discretion, County and Contractor may enter into a written repayment plan for the reimbursement of the audit/investigation costs.

7.5 Termination for Convenience. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Agreement until such termination:

7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.

7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.

7.5.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.

7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:

7.5.4.1 Fraud, waste or abuse of Agreement funds, or

7.5.4.2 Improperly submitted claims, or

7.5.4.3 Any failure to perform the work in accordance with the Statement of Work, or

7.5.4.4 Any breach of any term or condition of the Agreement, or

7.5.4.5 Any actions under any warranty, express or implied, or

7.5.4.6 Any claim of professional negligence, or

7.5.4.7 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.

7.6 Suspension of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate for the convenience of the Government. County reserves the right to prohibit, without prior notice, contractor or contractor's employees, directors, officers, agents, subcontractors, vendors, consultants or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.

7.7 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.

## **ARTICLE 8**

### **COMPLIANCE WITH LAWS AND REGULATIONS**

8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and

regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet web-site ([www.co.san-diego.ca.us](http://www.co.san-diego.ca.us)).
- 8.5 Non-Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), Section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code, Title 9, Division 4, Chapter 6 (Section 10800, et seq) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 19.
- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, Section 32.803, of the San Diego County Code of Regulatory Ordinances.
- 8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
  - 8.9.1 Byrd Anti-Lobbying Amendment. Contractor shall file Standard Form-LLL, "Disclosure Form to Report Lobbying," to certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by Contractor or Contractor's Subcontractors. In accordance with 31 U.S.C. 1352, Contractor shall also file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. Contractor shall include this provision in all subcontracts and require each of its subcontractors to comply with the certification and disclosure requirements of this provision.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 RESERVED

- 8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website:
- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
  - 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and veteran owned businesses in County procurements; and
  - 8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and
  - 8.12.4 Interlocking Directorate. In recognition of Board Policy A-79, available on the County of San Diego Website, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and
  - 8.12.5 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25, available on the County of San Diego website. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.
    - 8.12.5.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
      - 8.12.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
      - 8.12.5.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
      - 8.12.5.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
    - 8.12.5.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
    - 8.12.5.3 The County may terminate for default or breach this Agreement, and any other agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein
- 8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or

court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.

8.15 Clean Air Act and Federal Water Pollution Control Act.

8.15.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

8.15.2 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.). Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

8.16 Debarment, Exclusion, Suspension, and Ineligibility.

8.16.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:

8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency; and

8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

8.16.1.3 Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

8.16.1.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (federal, State, or local) terminated for cause or default.

8.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this Section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

8.16.3 Contractor invoices shall include the following language:

I certify, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and/or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth herein.

8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:

8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;

8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: <http://www.sandiegocounty.gov/content/sdc/cao/oec.html>. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;

- 8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;
- 8.17.4 In the event Contractor subcontracts any of the work performed under this Agreement, Contractor shall include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor(s).
- 8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all employees, directors, officers, agents, subcontractors, consultants or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain verifications in accordance with the Agreement requirement for retention of records. For the purposes of this section, "Subcontractor" shall include any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.
- 8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records. Contractor shall pass this requirement down to its subcontractors in its entirety. For purposes of this section, "Subcontractor" shall mean any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.
- 8.20 Compliance Program. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608, regardless of funding source or services.
- 8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant or volunteer of Contractor comes under investigation by any federal, State or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.
- Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.
- 8.22 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. [Contractor shall, in accordance with 2 CFR 200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firms by:
- 8.22.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 8.22.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 8.22.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 8.22.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 8.22.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 8.23 Procurement of Recovered Materials. Contractor shall comply with 2 CFR part 200.322. Contractor shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. Contractor certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements. For contracts over \$100,000 in total value, Contractor shall estimate the percentage of total material utilized for the performance of the Agreement that is recovered materials and shall provide such estimate to County upon request.

8.24 Contract Work Hours and Safety Standards. If mechanics or laborers are to be employed under this Agreement, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor shall not require any laborer or mechanic to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

## **ARTICLE 9**

### **CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT**

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.
- 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
- 9.2 Conduct of Contractor.
- 9.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.
- 9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.
- 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.
- 9.3 Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:
- 9.3.1 Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 9.3.2 Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3 Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4 Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.

9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.

9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

## **ARTICLE 10**

### **INDEMNITY AND INSURANCE**

10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

## **ARTICLE 11**

### **AUDIT AND INSPECTION OF RECORDS**

The County shall have the audit and inspection rights described in this section.

11.1 Audit and Inspection. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants. Contractor assertions of confidentiality shall not be a bar to full access to the records.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

11.2 External Audits. Contractors will provide the following to the COR:

- 11.2.1 Contractor shall provide COR a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement no later than three (3) business days of Contractor receiving notice of the audit.
- 11.2.2 Contractor shall provide COR with a copy of the draft and final State or federal audit reports within twenty four (24) hours of receiving them (Health and Human Services Agency (HHS) Contractors shall also provide electronic copies to Agency Contract Support (ACS) at ACS.HHS@sdcounty.ca.gov).
- 11.2.3 Contractor shall provide COR a copy of the contractor's response to the draft and final State or federal audit reports at the same time as response provided to the State or federal representatives.
- 11.2.4 Unless prohibited by the government agency conducting the audit, Contractor shall provide COR a copy of all responses made by the federal or State audit representative to the contractors' audit response no later than three (3) business days of receiving it. This will continue until the federal or State auditors have accepted and closed the audit.
- 11.3 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 11.4 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.4.1 and 11.4.2, below:
- 11.4.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
- 11.4.2 Record that relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 11.5 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer.

## **ARTICLE 12** **INSPECTION OF SERVICE**

- 12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.
- 12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

**ARTICLE 13**  
**USE OF DOCUMENTS AND REPORTS**

- 13.1 **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
- 13.2 **Ownership, Publication, Reproduction and Use of Material.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 **Confidentiality.** Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.
- 13.4 **Public Records Act.** The California Public Records Act (“CPRA”) requires County to disclose “public records” in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County’s notice. Contractor’s request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor’s request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County’s decision whether to withhold and/or redact pursuant to Contractor’s written request. Contractor further agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) arising out of County’s withholding and/or redacting of records pursuant to Contractor’s request. Nothing in this section shall preclude Contractor from bringing a “reverse CPRA action” to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.
- 13.5 **Maintenance of Records.** Contractor shall maintain all records relating to its performance under this Agreement, including all records of costs charged to this Agreement, and shall make them available within San Diego County for a minimum of five (5) years from the ending date of this Agreement, or longer where required by funding source or while under dispute under the terms of this Agreement, unless County agrees in writing to an earlier disposition. Contractor shall provide any requested records to County within two (2) business days of request.
- 13.6 **Custody of Records.** County, at its option, may take custody of Contractor's client records upon Agreement, termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Contractor for examination and inspection. Notwithstanding the foregoing, Contractor may maintain custody of records where legally required.
- 13.7 **Audit Requirement.**
- (a) Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual financial audit of the organization. Contractors that expend \$750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of \$750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C.

7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.

(b) Contractor shall immediately notify County upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.

- 13.8 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.
- 13.9 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

#### **ARTICLE 14**

**(RESERVED) [# or insert applicable information privacy and security provisions]**

#### **ARTICLE 15**

##### **DISPUTES**

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

#### **ARTICLE 16**

##### **GENERAL PROVISIONS**

- 16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COR, pursuant to Paragraph 1.4.
- 16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.
- 16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.7 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 Modification Waiver. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.

- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.
- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence for each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. 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.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.
- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug & Alcohol Use" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.
- 16.20 Responsiveness to Community Concerns. Unless prohibited by applicable State or federal law, Contractor shall notify County within one business day of receipt of any material complaints including but not limited to complaints referring to issues of abuse or quality of care, submitted to Contractor orally or in writing, regarding the operation of Contractor's program or facility under this Agreement. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from

engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.

16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant or volunteer who will be providing any services, accessing County or client data, or receiving compensation under this Agreement. Background checks shall be in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. Furthermore, for any individuals identified above who will be assigned to sensitive positions funded by this Agreement, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients or risk to services to be performed under Agreement. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section.

16.21.1 Contractor shall utilize a subsequent arrest notification service or perform a criminal background check annually during the term of this Agreement for any employee, director, officer, agent, subcontractor, consultant or volunteer who will be providing any services under this Agreement. Contractor shall keep the documentation of their review and consideration of the individual’s criminal history on file in accordance with paragraph 13.4 “Maintenance of Records.”

16.21.2 Definitions

- A. Minor: Individuals under the age of eighteen (18) years old.
- B. Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them. Activities of daily living are defined as the basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.
- C. Volunteer: A person who performs a service willingly and without pay.

16.22 Health Insurance. Contractors providing direct services to the public shall ask if the client and any minor(s) for whom they are responsible have health insurance coverage. If the response is “no” for client or minor(s) the Contractor shall refer the client to Covered California at <https://www.coveredca.com/> or to 1-800-300-1506. [**#Remove if not applicable**]

16.23 Survival. The following sections or articles of this Agreement shall survive the expiration or earlier termination of this Agreement: Sections 8.1, 8.13, 8.14, 8.15, 8.21, 10.1, 11.1, 11.2, and 11.4, and Articles 7 and 13.

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**SIGNATURE PAGE**

**AGREEMENT TERM.** This Agreement shall begin the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and end upon completion and County acceptance of all deliverables under this Agreement.

**COMPENSATION:** Pursuant to Exhibit B or other applicable pricing provisions of this Agreement, County agrees to pay Contractor a sum not to exceed \$xxx, in accordance with the method of payment stipulated in Article 4.

**COR.** The County has designated the following individual as the Contracting Officer’s Representative (“COR”)

#Name and Title  
#Address  
#Address  
#Phone, FAX and email

**CONTRACTOR’S REPRESENTATIVE.** The Contractor has designated the following individual as the Contractor’s Representative.

#Name and Title  
#Address  
#Address  
#Phone, FAX and email

IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date of the last signature below.

**COUNTY OF SAN DIEGO**

*[#CONTRACTOR NAME]*

By: \_\_\_\_\_  
**NICK MACCHIONE**, Agency Director  
Health and Human Services Agency

By: \_\_\_\_\_  
*[#Name and Title]*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form and Legality  
By: DAVID STOTLAND, Senior Deputy County Counsel



# STAFF REPORT

## CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** January 12, 2022  
**ORIGINATING DEPT:** City Manager's Department  
**SUBJECT:** **Council Consideration of Resolution 2022-004 Adopting Amendment 1 to the EDCO Solid Waste Franchise Agreement to Comply with State Mandated Organic Waste Disposal Requirements**

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### **BACKGROUND:**

On August 25, 2021, the City Council (Council) adopted Ordinance No. 517 amending Chapter 6.20 of the Solana Beach Municipal Code (SBMC) to address state organics recycling mandates outlined in Senate Bill No. 1383 (SB 1383). In addition to adopting an organics recycling ordinance, the law requires that jurisdictions adopt additional regulations and policies to create a market for recycled organics and further reduce waste headed for the landfill.

The City contracts with EDCO Waste and Recycling Services (EDCO) to provide solid waste, recycling, and green waste services to the City. The current agreement, which went into effect on July 1, 2018, did not include provisions to specifically address the mandates outlined in SB 1383. An amendment to the EDCO agreement would demonstrate the City's compliance with the state law by memorializing all requirements in SB 1383 that are EDCO's responsibility to implement.

This item is before the Council to consider approval of Resolution 2022-004 (Attachment 1) approving Amendment 1 (Attachment 2) to the EDCO Solid Waste Franchise Agreement.

### **DISCUSSION:**

When Council adopted Ordinance 517, the City implemented enforcement mechanisms to compel businesses and residents to recycle their organic waste. SB 1383 has additional requirements that jurisdictions need to implement as well. Staff summarized

CITY COUNCIL ACTION:

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these additional requirements to Council during a presentation at the July 14, 2021 meeting. Of those items, the following have been completed:

- Construction and Demolition (C&D) Ordinance compliance review and update
- Model Water Efficient Landscaping Ordinance compliance review and update
- Implement an Anonymous Complaint Policy – Individuals should be able to report SB 1383 violations to the Solana Beach Code Enforcement Department and remain anonymous

The item currently before Council is the following:

- Amend Solid Waste Franchise Agreement – Any requirements of SB 1383 that will be the responsibility of the City's waste hauler, must be memorialized in writing in the form of an agreement or amendment to the current franchise agreement

The following items are still in progress:

- Procurement Policy to encompass Organic Waste Product and Recycled-Content Paper procurement requirements
- Establish organics recycling service at City Hall and other City facilities

### Franchise Amendment

Through franchise agreements and hauler-provided services, jurisdictions can address many SB 1383 regulatory requirements related to collection, processing, collection containers, contamination monitoring, education, reporting, and more. Amendment 1 to EDCO's Franchise Agreement does just that. It allows the City to demonstrate its compliance to the State for requirements which fall under the purview of the waste hauler.

While amending the Franchise Agreement to comply with SB 1383, an additional amendment proposed by EDCO, Article 3, has been included for Council consideration. EDCO is requesting an additional year be added to the renewal term so that the term of the Franchise Agreement would be a minimum of five years instead of four years. EDCO has made significant investments in their infrastructure and staffing to comply with the new organics recycling mandates including infrastructure additions (Anaerobic Digesters), collection service improvements, outreach and education enhancements, and record keeping upgrades. EDCO expressed the longer minimum term provides more assurance there is a return on these significant investments. The City has benefitted greatly through its positive long-term relationship with EDCO and Staff believes the additional year is warranted and well deserved. Because this particular section is not a requirement of SB 1383, Council may consider inclusion of this provision separately.

**CEQA COMPLIANCE STATEMENT:**

This is not a “project” as defined by the California Environmental Quality Act (CEQA) and is exempt pursuant to Section 15061(b)(3) of the State CEQA Guidelines (14 CCR 15061(b)(3)).

**FISCAL IMPACT:**

There is no direct fiscal impact as a result of this item.

**WORK PLAN:**

This item is included in the Environmental Sustainability section of the FY 2021/2022 Work Plan.

**OPTIONS:**

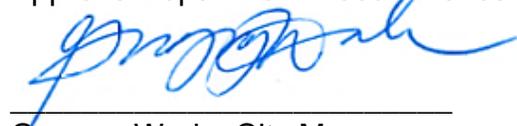
- Approve Resolution 2022-004.
- Approve Resolution 2022-004 approving Amendment 1 with modifications.
- Do not approve Resolution 2022-004 and provide direction.

**DEPARTMENT RECOMMENDATION:**

Staff recommends the City Council adopt Resolution 2022-004 approving Amendment 1 to the EDCO Franchise Agreement to address State organics recycling mandates.

**CITY MANAGER’S RECOMMENDATION:**

Approve Department Recommendation



\_\_\_\_\_  
Gregory Wade, City Manager

Attachments:

1. Resolution 2022-004
2. EDCO Franchise Amendment 1

## RESOLUTION 2022-004

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING AMENDMENT 1 TO THE SOLID WASTE FRANCHISE AGREEMENT BETWEEN THE CITY OF SOLANA BEACH AND EDCO WASTE AND RECYCLING SERVICES, INC

**WHEREAS**, on December 31, 2017, Waste Management, Inc. assigned its Residential Franchise Agreement (“AGREEMENT”) with the City of Solana Beach (“CITY”) dated August 1, 1993, and later amended, to EDCO Waste and Recycling Services (“FRANCHISEE”) effective December 31, 2017; and

**WHEREAS**, on July 1, 2018, CITY and FRANCHISEE entered into the Amended and Restated Solid Waste Franchise Agreement which governs the removal of solid waste, recyclables, manure, green waste, and other compostables by FRANCHISEE within the CITY; and

**WHEREAS**, the CITY and FRANCHISEE may only amend the AGREEMENT by a writing signed by both parties pursuant to Section 13.5 of the AGREEMENT; and

**WHEREAS**, the State of California has, through enactment of AB 939 and subsequent related legislation including, but not limited to, the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826) and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in landfill disposal and to maximize the use of feasible waste reduction, reuse, recycling, and composting options in order to reduce the amount of material that must be disposed; and

**WHEREAS**, SB 1383 establishes regulatory requirements for jurisdictions, generators, haulers, solid waste facilities, and other entities to support achievement of State-wide organic waste disposal reduction targets; and

**WHEREAS**, SB 1383 Regulations and amendments to Chapter 6.20 of the Solana Beach Municipal Code require the CITY to implement collection programs, meet processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor and enforce compliance, and fulfill other requirements; and, CITY has chosen to delegate some responsibilities to FRANCHISEE, acting as the CITY’s designee, through this 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 City Council approves Amendment 1 to the Solid Waste Franchise Agreement with EDCO Waste and Recycling Services, Inc.

**PASSED AND ADOPTED** this 12<sup>th</sup> day of January 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

FIRST AMENDMENT  
TO THE SOLID WASTE FRANCHISE AGREEMENT  
BETWEEN  
THE CITY OF SOLANA BEACH AND EDCO WASTE & RECYCLING SERVICES, INC  
DATED DECEMBER 8, 2021

This First Amendment to the Solid Waste Franchise Agreement between the City of Solana Beach and EDCO Waste and Recycling Services dated July 1, 2018 (“AGREEMENT”) is made by and between the City of Solana Beach, hereinafter referred to as “CITY” and EDCO Waste and Recycling Services, hereinafter referred to as “FRANCHISEE,” and together sometimes collectively referred to hereinafter as the “PARTIES.” The date of this AGREEMENT is January 1, 2022.

Whereas, on December 31, 2017, Coast Management, Inc. assigned its Residential Franchise Agreement with the CITY dated August 1, 1993, and later amended, to the FRANCHISEE effective December 31, 2017; and

Whereas, on July 1, 2018, CITY and FRANCHISEE entered into the Amended and Restated Solid Waste Franchise Agreement which governs the removal of solid waste, recyclables, manure, green waste, and other compostables by FRANCHISEE within the CITY; and

Whereas, the PARTIES may only amend the AGREEMENT by a writing signed by both PARTIES pursuant to Section 13.5 of the AGREEMENT; and

Whereas, the State of California has, through enactment of AB 939 and subsequent related legislation including, but not limited to, the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826) and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in landfill disposal and to maximize the use of feasible waste reduction, reuse, recycling, and composting options in order to reduce the amount of material that must be disposed; and

Whereas, SB 1383 establishes regulatory requirements for jurisdictions, generators, haulers, solid waste facilities, and other entities to support achievement of State-wide organic waste disposal reduction targets; and

Whereas, on August 25, 2021, the CITY amended Chapter 6.20 of the Solana Beach Municipal code adopting measures to implement the mandates required by SB 1383 and made the following findings:

(a) The storage, accumulation, collection and disposal of garbage, trash, litter, rubbish, debris and other discarded matter, goods and materials are a matter of great public concern, in that improper control of such matters creates a public nuisance, can lead to air pollution, fire hazards, illegal dumping, insect breeding and rat infestation and other conditions affecting the health, welfare and safety of the residents of this and surrounding cities. The city council further finds that the periodic collection of garbage, rubbish and other refuse and recyclable material from all residences and places of business in the city benefits all occupants of residences within the city and, therefore, the occupants as hereinafter

defined are made liable for the payment of fees for the mandatory service as may be from time to time approved by city council resolution. The city council further declares that the regulations provided in this chapter are designated to eliminate such problems. The city council is authorized to adopt this chapter pursuant to California Constitution Article XI, § 7 and Division 30 of California Public Resources Code (Waste Management) including, without limitation, Sections 40057, 40058, 40059, 49300 and 49500 et seq. (Ord. 333 § 2, 2005; Ord. 177 § 1, 1993)

(b) State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their Jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.

(c) State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires Jurisdictions to implement a Mandatory Commercial Recycling program.

(d) State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires Jurisdictions to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires Jurisdictions to implement a Mandatory Commercial Organics Recycling program.

(e) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including Jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.

(f) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires Jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

Whereas, the PARTIES desire to memorialize the impacts of the above-referenced amendments in the form of this First Amendment to the AGREEMENT.

NOW, THEREFORE, in consideration of the promises and of the covenants and conditions hereinafter contained, it is agreed between the PARTIES that the AGREEMENT is hereby amended as follows:

1. A new recital is hereby added to read as follows:

“WHEREAS, SB 1383 Regulations and amendments to Chapter 6.20 of the Solana Beach Municipal Code require the CITY to implement collection programs, meet processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor and enforce compliance, and fulfill other requirements; and, CITY has chosen to delegate some responsibilities to FRANCHISEE, acting as the CITY’s designee, through this AGREEMENT;”

2. ARTICLE 1. DEFINITIONS; DELEGATION OF AUTHORITY subsection A shall be revised to read as follows: “A. Whenever any term used in this Agreement has been defined by the provisions of the SOLANA BEACH Municipal Code, the definitions contained in said code shall govern the meaning of such words for the purpose of this Agreement.”
3. Article 3. TERM OF AGREEMENT subsection 3.1 Effective Date and Term of Agreement shall be amended as follows: The term of this agreement shall commence on January 1, 2022, and expire on December 31, 2027, provided however, that commencing January 1, 2023, and every year thereafter, automatic one-year extensions shall be applied to said Agreement, so that the term of the Agreement shall be a minimum of five years.
4. ARTICLE 5. WASTE COLLECTION SERVICES subsection 5.3 Scope of Service subsection (A) shall be amended as follows: “A. GENERAL. The work to be done by Contractor pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required. The scope of services supplied shall comply with the SOLANA BEACH Municipal Code as it may be amended from time to time.”
5. ARTICLE 5. WASTE COLLECTION SERVICES subsection 5.16 Solid Waste Containers subsection A. Residential. FRANCHISEE shall provide customers with a three-container organic waste collection program that complies with 14 CCR Section 18984.1, 18984.7, and 18984.8.
6. Subsection 5.20 under ARTICLE 5 is hereby added to the AGREEMENT to read as follows:

**5.20 Organic Waste Collection Services; Operating and Reporting Requirements**

A. **Organic Waste Materials to be Collected.** FRANCHISEE shall collect organic waste as required under applicable state laws and according to the SOLANA BEACH municipal code. Organic waste that is to be accepted for collection in the organics collection program include the following: food scraps, food-soiled paper, and yard trimmings. The PARTIES agree that materials may be added to or removed from this list from time to time by mutual consent or by amendment to the SOLANA BEACH Municipal Code. FRANCHISEE

shall not add or remove materials to or from this list without written approval from the City Manager or designee, or signed amendment to this AGREEMENT, and such approval shall not be unreasonably withheld. Compostable and biodegradable plastic, carpets, non-compostable paper, textiles, and prohibited container contaminants shall not be collected in the organics container.

**B. Designated Organics Processing Facilities.** During the term of the AGREEMENT, FRANCHISEE shall provide the identity of all processing facilities that will be used to manage recyclables and trash. Said list shall be updated annually in a report to the City Manager or designee.

**C. Education and Outreach; Program Objectives.** FRANCHISEE public education and outreach strategy shall focus on improving generators' understanding of the benefits of and opportunities for source reduction, reuse, and landfill disposal reduction. In general, FRANCHISEE-provided public education and outreach, which shall include all content required by this Section, should: (i) inform generators about the services that are provided under this AGREEMENT with specific focus on describing the methods and benefits of source reduction, reuse, and reduction of solid waste disposal; (ii) instruct generators on the proper method for placing materials in containers for collection and setting containers out for collection with specific focus on minimizing contamination of source separated recyclable materials and organics waste; (iii) clearly define excluded waste and educate generators about the hazards of such materials and their opportunities for proper handling; (iv) discourage generators from buying products if the product and its packaging are not readily reusable, recyclable, or compostable; (v) encourage the use of compost and mulch; and, (vi) encourage generators to purchase products/packaging made with recycled-content materials. The cumulative intended effect of these efforts is to reduce each generator's reliance on FRANCHISEE-provided solid waste container service and, ultimately, disposal, and FRANCHISEE agrees to support and not undermine or interfere with such efforts.

**D. Franchisee Cooperation and/or Support for CITY or Third-Party Educational Efforts.** FRANCHISEE acknowledges that they are part of a multi-party effort to operate and educate the public about the regional integrated waste management system. FRANCHISEE shall cooperate and coordinate with the City Manager or designee on public education activities to minimize duplicative, inconsistent, or untimely education campaigns. The FRANCHISEE shall cooperate with the implementation, expansion, or operation of public education and outreach programs or campaigns conducted by the CITY or their designee.

FRANCHISEE shall obtain approval from the City Manager or designee Manager on all FRANCHISEE provided public education materials outside of the CITY's education plan, including, but not limited to, print, radio, television, or internet media before publication, distribution, and/or release. CITY shall have the right to request that FRANCHISEE include

CITY identification and contact information on public education materials and approval of such requests shall not be unreasonably withheld.

**E. Annual Notice of Requirements.** Not less than once per year during each rate year, FRANCHISEE shall prepare information specified in 14 CCR Section 18985.1(a) and make available in an electronic format through the FRANCHISEE's website.

**F. Procurement of Recovered Organic Waste Products.** All Route Collection vehicles used by FRANCHISEE under this AGREEMENT shall be powered by Renewable Natural Gas (RNG) whether generated by FRANCHISEE's Anaerobic Digestion Facility or purchased. Upon CITY's request, FRANCHISEE shall obtain and provide the CITY with a written certification by an authorized representative certifying that the in-vessel digestion facility produces the RNG in quantities corresponding to City's Organics Wastes collected by FRANCHISEE consistent with the requirements of 14 CCR Section 18993.1(h). FRANCHISEE shall maintain records of the amount of RNG purchased and shall report this information to the CITY on a biannual basis. FRANCHISEE shall allow the CITY to report this RNG usage toward the CITY's fulfillment of its annual recovered Organic Waste product procurement target in accordance with 14 CCR Section 18993.1.

**G. Contamination Monitoring.** FRANCHISEE shall perform contamination monitoring for prohibited container contaminants in a manner that is deemed appropriate by the CITY; complies with 14 CCR Sections 18984.5, 18984.11, 18998.1, and 18998.2, SOLANA BEACH Municipal Code Chapter 6.20, and other applicable law; and results in all routes being reviewed at least annually.

**H. Reporting Requirements.** FRANCHISEE shall provide access to and/or copies, as requested, of all records required by SB 1383 and the SOLANA BEACH Municipal Code to CITY on a quarterly basis, including the requirements of 14 CCR Sections 18984.4, 18984.6, 18984.14, and 18998.4.

**I. Change in Laws.** FRANCHISEE shall develop and, upon the City Council's approval, implement within a timely manner, programs to meet new requirements of local, state and federal laws. FRANCHISEE may request a rate increase or decrease as per this AGREEMENT.

7. Except as otherwise amended by the specific terms of this First Amendment, each and every term, condition, and obligation contained in this AGREEMENT is reaffirmed and remains in full force and effect.
8. This First Amendment may be executed in counterparts each of which shall be considered an original.

IN WITNESS WHEREOF, the PARTIES have executed this First Amendment of the AGREEMENT which shall become effective January 1, 2022.

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

Steve South  
President  
EDCO Disposal

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

Gregory Wade  
City Manager  
City of Solana Beach

Approved as to form:

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

Johanna Canlas  
City Attorney  
City of Solana Beach



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** January 12, 2022  
**ORIGINATING DEPT:** Community Development  
**SUBJECT:** **STATE PARKS GRANT APPLICATION**

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## **BACKGROUND:**

The California Department of Parks and Recreation (State Parks), Division of Boating and Waterways (DBW) is now accepting grant applications for public beach restoration projects and shoreline erosion control projects. DBW will review grant applications for potential funding in the State's FY 2023/24 budget. The deadline for DBW to receive applications for FY 2023/24 funding is December 15, 2022. Part of the DBW application process requires a Resolution from the City Council authorizing submittal of the grant application to assist in funding the City's local/state cost share portion of the United States Army Corps of Engineers (USACE) Coastal Storm Damage Reduction Project (Project).

In December 2019 and January 2021, the City Council approved Resolutions 2019-153 and 2021-009 authorizing the submittal of similar grant applications to State Parks. However, grant applications expire each year if not approved and staff from State Parks has indicated that a new grant application is required in order to be considered for a construction grant in FY 23/24.

The estimated cost for initial construction for the Project in both cities (Solana Beach and Encinitas) is \$40,714,000. This cost estimate was updated by the USACE in November 2020 to reflect updated inflation assumptions and related contingencies and supersedes previous cost estimates.

The federal share for initial construction of the Project is \$26,464,100 and the non-federal (i.e., local and state) share would be \$14,259,900, representing 65% and 35% of the cost, respectively. The estimated non-federal share will be funded up to 85% by state grants, such as the grant being applied for through this adopted Resolution, and locally by the cities of Solana Beach and Encinitas. Staff is working with Encinitas staff on the preparation of a joint grant application. Within the grant application, Staff is requesting a grant in the amount of \$12,120,915 (equal to 85% of the local/state cost

CITY COUNCIL ACTION:

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share) which will be divided between Solana Beach and Encinitas for Project construction.

### **DISCUSSION:**

The Project is designed to build coastal resilience and reduce storm damage related to coastal erosion over an initial 50-year authorization period, which is currently anticipated to occur from 2024 through 2074 depending on funding availability. The authorized Project is intended to provide for coastal storm damage reduction and restoration of approximately eight miles of shoreline within the cities of Solana Beach and Encinitas. The Project will consist of initial placement of approximately one million cubic yards of beach quality sand on our cities' beaches and would be re-nourished on a regular cycle during the Federal participation period of 50 years.

Federal funds in the amount of \$500,000 were allocated to the Project in FY 20/21 to initiate the Pre-Construction, Engineering and Design (PED) phase for this important project. PED includes the following activities: engineering specifications and design, one year of pre-construction monitoring of natural resources, surfing conditions, beach and offshore borrow site material and bathymetry to establish baseline conditions, prepare technical reports and prepare construction documents. The Project PED phase is underway and fully funded and will conclude in 2023.

State Parks DBW aids municipalities with projects intended to enhance public recreation, public coastal access and visitor opportunities as is offered through the Project. Throughout the development of the joint Final Environmental Impact Statement/Environmental Impact Report (EIS/EIR) and Feasibility Study, DBW has been an important partner and is anticipated to continue to provide the majority of the financial match to support the construction phase of the Project.

In 2016, Council authorized the acceptance of a total of \$450,000 in grant funding from the State Parks to support PED. The City of Encinitas was awarded an identical grant from State Parks for their share of the PED cost. Utilization of grant funds from the State reduces the cities' local cost share for PED. The City is now actively utilizing these grant funds to complete the PED phase of the Project. Following the completion of the PED phase in 2023, federal and non-federal construction funding would then be utilized for Project construction. The grant pursued through this Resolution is intended to fund the initial beach sand placement (i.e., construction phase) portion of the Project.

### **CEQA COMPLIANCE STATEMENT:**

Submission of an application for funding is not a project under the California Environmental Quality Act (CEQA). A Final Joint Environmental Impact Statement/Environmental Impact Report (EIS/EIR) was certified in 2015 for the Solana Beach – Encinitas Shoreline Coastal Storm Damage Reduction project.

**FISCAL IMPACT:**

While there is no fiscal impact associated with approving the attached Resolution, the City of Solana Beach, jointly with the City of Encinitas, is requesting grant funds in the amount of \$12,120,915, which is 85 percent of the non-federal funds required to construct the Project. The remaining 15 percent of the non-federal Project cost shall be split between the cities of Solana Beach and Encinitas in proportion to the relative construction costs which vary due to the differing volumes of sand placed in each city over the life of the project. The City will use funds in the City's Sand Replenishment Fund to support the City's share of the required match. A budget adjustment will be requested if the grant is successful.

**WORK PLAN:**

Application for DBW funds is consistent with the implementation of Community Character Priorities and the ongoing protection of beach sand replenishment projects as identified in the Work Plan Items A.2, Local Coastal Program; and A.3, Beach Sand Replenishment and Retention Program.

**OPTIONS:**

- Approve Staff recommendation.
- Deny Staff recommendation.
- Provide other direction to Staff.

**DEPARTMENT RECOMMENDATION:**

Adopt Resolution 2022-001 (Attachment 1) authorizing submittal of a Grant application to the State of California Department of Parks and Recreation, Division of Boating and Waterways and authorize the City Manager to act on behalf of the City of Solana Beach, in consultation with the City Attorney, to negotiate and execute all agreements and amendments necessary to comply with the State Parks, Division of Boating and Waterways grant requirements.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.



\_\_\_\_\_  
Gregory Wade, City Manager

Attachments:

1. Resolution 2022-001

## RESOLUTION 2022-001

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING SUBMITTAL OF A GRANT APPLICATION TO THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS

**WHEREAS**, the City of Solana Beach proactively manages its shoreline and public beaches through comprehensive evaluations of existing conditions and identification of areas where erosion threatens public beaches or other critical public infrastructure; and

**WHEREAS**, coastal beach and bluff erosion is an existing challenge faced by the City and is anticipated to be exacerbated by rising seas in the future; and

**WHEREAS**, coastal erosion has affected critical public infrastructure in the City including coastal access and public beaches, roadways, public utilities, parking areas, pedestrian paths and other public infrastructure; and

**WHEREAS**, the City desires to protect existing critical infrastructure in place and is seeking supplemental funding to support implementation of the City's goals to protect infrastructure; and

**WHEREAS**, the U.S. Army Corps of Engineers will require non-federal funds to initiate construction of the San Diego, County, Solana Beach and Encinitas, Coastal Storm Damage Reduction Project; and

**WHEREAS**, the cost for initial construction for the Solana Beach & Encinitas Coastal Storm Damage Reduction Project is \$40,714,000, with the federal share (65%) for initial construction approximated at \$26,464,100 and the non-federal share (35%) at \$14,259,900; and

**WHEREAS**, the mission of the State of California Department of Parks and Recreation, Division of Boating and Waterways' Public Beach Restoration Program is to preserve and protect the California coastline by restoring and maintaining natural and recreational resources and minimizing damages by natural or man-made induced beach erosion; and

**WHEREAS**, the California Legislature approved the Public Beach Restoration Program in 2001-2002; and

**WHEREAS**, a formal resolution of support from the City Council is a required component of the State Parks, Shoreline Erosion Protection Grant application submittal package indicating that the City authorizes the submittal of a grant application; and

**WHEREAS**, City Staff has prepared a joint application with the City of Encinitas for the State of California Department of Parks and Recreation Shoreline Erosion Protection Grant for construction funding support in the amount of \$12,120,915, which will represent 85% of the non-federal share of construction costs for the Coastal Storm Damage Reduction Project.

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

1. That the above recitations are true and correct.
2. That the City Council authorizes the City Manager, or his designee, to sign and submit a Shoreline Erosion Protection Grant Application to the State of California Department of Parks and Recreation, Division of Boating and Waterways to obtain funding to support the construction of shoreline protection to protect critical public infrastructure along the Solana Beach coastline.
3. That the City Council of the City of Solana Beach hereby directs the City Manager to accept any and all grant funding that is successfully obtained through the grant application authorized to be submitted by this Resolution to the State of California Department of Parks and Recreation.

**PASSED AND ADOPTED** this 12th day of January 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 –

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LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

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JOHANNA N. CANLAS, City Attorney

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ANGELA IVEY, City Clerk



# STAFF REPORT

## CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** January 12, 2022  
**ORIGINATING DEPT:** City Manager Department/City Attorney's Office  
**SUBJECT:** **City Council Consideration and Potential Adoption of Resolution 2022-008 Authorizing Continued Remote Teleconference Meetings of the Legislative Bodies of the City for the Period of January 12, 2022 through February 11, 2022 Pursuant to the Brown Act and Continuing Emergency**

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### **BACKGROUND:**

On March 11, 2020, the World Health Organization (WHO) declared COVID-19, the illness caused by the novel coronavirus, a pandemic, pointing at that time to over 118,000 cases of COVID-19 in over 110 countries and territories around the world and the sustained risk of further global spread. This was preceded by declarations of emergency by both the County of San Diego and State of California on February 14, 2020, and March 4, 2020, respectively, followed by a federal emergency declaration on March 13, 2020, as a result of the threat posed by COVID-19. On March 16, 2020, pursuant to Section 2.28.060(A)(1) of the Solana Beach Municipal Code (SBMC), the Director of Emergency Services/City Manager proclaimed a state of local emergency in the City of Solana Beach due to COVID-19, which was ratified by the City Council through adoption of Resolution 2020-036.

Since that time, there have been numerous Orders and Guidance by the California Department of Public Health (CDPH) and the Health Officer of the County of San Diego to curtail the spread of COVID-19. On March 17, 2020, Governor Newsom issued Executive Order No. N-29-20, suspending the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly resolving requests for reasonable accommodation

COUNCIL ACTION:

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for individuals with disabilities, as specified. Pursuant to Executive Order No. N-29-20, the City Council and City Commissions have met by remote teleconferencing following applicable requirements, preserving and nurturing public access and participation in meetings while preserving public health and safety.

On June 11, 2021, Governor Newsom issued Executive Order N-08-21 to roll back certain provisions of his COVID-19-related Executive Orders and to clarify that other provisions remained necessary to help California respond to, recover from and mitigate the impacts of the COVID-19 pandemic. Paragraph 42 of Executive Order N-08-21 waived and set forth certain requirements related to public meetings of local legislative bodies and specified that it would be valid through September 30, 2021.

On September 16, 2021, Governor Newsom signed into law Assembly Bill 361 (AB 361), which pertains to the same subject matter as Paragraph 42 of Executive Order N-08-21, which took effect immediately pursuant to an urgency clause, and which amended the Brown Act, in Government Code section 54953(e)(1)(B), to allow local legislative bodies to continue meeting by teleconference during a gubernatorial proclaimed state of emergency if the local legislative body determines, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

On October 13, 2021, the City Council adopted Resolution 2021-120 authorizing remote teleconference meetings of the legislative bodies of the City for the period of October 13, 2021 through November 12, 2021 pursuant to the new provisions of the Brown Act. If the state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to remote teleconference, Government Code section 54953(e)(3) requires that every thirty (30) days, the City Council make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

On November 10, 2021, the City Council adopted Resolution 2021-127 authorizing continued teleconference meetings of the legislative bodies of the City for the period of November 10, 2021 through December 10, 2021 pursuant to the new provisions of the Brown Act. On December 8, 2021, the City Council adopted Resolution 2021-137 authorizing continued teleconference meetings through January 7, 2022. On December 15, 2021, the City Council adopted Resolution 2021-141 authorizing continued teleconference meetings through January 14, 2022.

This item is before the City Council is to consider and adopt Resolution 2022-008 (Attachment 1), reconsidering the circumstances of the state of local emergency and authorizing remote teleconference meetings of the legislative bodies of the City for the period of January 12, 2022 through February 11, 2022 pursuant to the new provisions of the Brown Act and in light of the continuing direct impact on the ability of the members to meet safely in person.

### **DISCUSSION:**

The COVID-19 pandemic continues to spread rapidly throughout the State and County and is impacting the health and welfare of the City of Solana Beach. Updated as of August 13, 2021, the Center for Disease Control and Prevention still recommends staying at least six (6) feet from other people. The California Department of Industrial Relations, Division of Occupational Safety and Health's COVID-19 Prevention Emergency Temporary Standards were updated on June 17, 2021 and are still in effect. Those workplace standards place an ongoing requirement on employers to assess workplace hazards and implement controls to prevent transmission of disease, noting that there may be circumstances in which employers determine that physical distancing is necessary in their workplace.

A strain of COVID-19, known as SARS-CoV-2 Delta Variant (Delta Variant), which is 70% more likely to be spread, has also been identified in the County of San Diego. This strain was originally identified in the United Kingdom. Since persons contracting this strain in the County have had no history of travel, this highly contagious strain is community based. The Delta Variant is highly transmissible in indoor settings, breakthrough cases are becoming more common and hospitalizations have increased throughout San Diego County. On July 28, 2021, the California Department of Public Health issued guidance for the use of face coverings stating that the Delta Variant is two times as contagious as early COVID-19 variants, leading to increasing infections, the Delta Variant accounts for over 80% of cases sequenced, and cases and hospitalizations of COVID-19 are rising throughout the state. In short, COVID-19 continues to threaten the health and lives of City residents.

According to the Center for Disease Control and Prevention (CDC), an even newer strain of COVID-19, known as Omicron, has emerged. On November 24, 2021, this new variant B.1.1.529, was reported to the World Health Organization (WHO). On November 26, 2021, WHO named B.1.1.529 Omicron and classified it as a Variant of Concern (VOC). On November 30, 2021, the United States designated Omicron as a Variant of Concern. On December 1, 2021, the first confirmed U.S. case of Omicron was identified.<sup>1</sup>

On December 13, 2021, the California Department of Public Health (CDPH) issued updated Guidance for the Use of Face Coverings requiring masks to be worn by all individuals in all indoor public settings, irrespective of vaccine status, for the period of December 15, 2021 through January 15, 2022, and recommending surgical masks or higher-level respirators. CDPH issued this new measure to bring an added layer of

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<sup>1</sup> <https://www.cdc.gov/coronavirus/2019-ncov/variants/omicron-variant.html>

mitigation as the Omicron variant is detected across California, the United States, and the world and is likely to spread more easily than the original SARS-CoV-2 virus and the Delta variant. CDPH additionally found this new measure would bring additional protection to individuals, families and communities during the holidays when more travel occurs, and time is spent indoors.

CDPH reported that since Thanksgiving, the statewide seven-day average case rate has increased by 47% and hospitalizations have increased by 14%. While the percentage of Californians fully vaccinated and boosted continues to increase, we continue to have areas of the state where vaccine coverage is low, putting individuals and communities at greater risk for COVID-19. Given the current hospital census, which is at or over capacity, even a moderate surge in cases and hospitalizations could materially impact California's health care delivery system within certain regions of the state. Other states and countries with similar vaccination rates that have relaxed masking requirements are seeing surges in COVID-19 cases and increasing stress in their healthcare systems.

The holiday season, with attendant increases in indoor gatherings, travel and exposure to COVID-19, is just starting to come to an end and increased cases as a result of the holiday season are likely to be time delayed. The Omicron and Delta variants have caused, and will continue to cause, conditions of imminent peril to the health safety of persons within the City that are likely beyond the control of services, personnel, equipment and facilities of the City. On December 9, 2021, the CDC reported that we do not yet know how easily Omicron spreads, the severity of illness it causes, or how well available vaccines and medications work against it. More recently, COVID-19 case numbers and hospitalizations in San Diego County have gone up significantly during the last two weeks of 2021 with an increase in weekly cases of 135% between December 18<sup>th</sup> and December 25<sup>th</sup> alone. In other words, the local emergency continues and as a result, meeting in person would present imminent risks to the health or safety of attendees.

All meetings of the City's legislative bodies are open and public, as required by the Brown Act (California Government Code §§54950 – 54963), so that any member of the public may attend, participate and watch the City's legislative bodies conduct their business. The recently amended Brown Act, Government Code section 54953(e)(1)(B), allows local legislative bodies to continue meeting by teleconference during a gubernatorial proclaimed state of emergency if the local legislative body determines, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees and every thirty (30) days thereafter finds by a majority vote under Government Code section 54953(e)(3) that after reconsidering the circumstances of the state of emergency, it continues to directly impact the ability of the members to meet safely in person.

Resolution 2022-008 (Attachment 1) would make the necessary findings under Government Code section 54953(e)(3) and authorize the City's legislative bodies to meet by remote teleconferencing within the requirements of applicable law. To continue to meet by remote teleconference, Council will be required to revisit the Resolution within thirty (30) days and find that the state of emergency continues to directly impact

the ability of the members to meet safely in person pursuant to Government Code section 54953(e)(3).

**CEQA COMPLIANCE STATEMENT:**

The proposed City Council action is not subject to the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Because there is no possibility that the Resolution may have a significant adverse effect on the environment, the action is exempt from CEQA.

**FISCAL IMPACT:**

There are no direct fiscal impacts related to the adoption of the Resolution.

**WORKPLAN:**

N/A

**OPTIONS:**

- Approve Staff recommendation.
- Approve Staff recommendation with modifications consistent with the Brown Act.
- Do not approve Staff recommendations and resume in person meetings.
- Provide direction / feedback.

**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution 2022-008 authorizing remote teleconference meetings of the legislative bodies of the City for the period of January 12, 2022 through February 11, 2022 pursuant to the new provisions of the Brown Act.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.



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Gregory Wade, City Manager/Director of Emergency Services

1. Resolution No. 2022-008

## RESOLUTION 2022-008

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING CONTINUED REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF SOLANA BEACH FOR THE PERIOD OF JANUARY 12, 2022 THROUGH FEBRUARY 11, 2022 PURSUANT TO THE BROWN ACT AND CONTINUING EMERGENCY**

**WHEREAS**, the City of Solana Beach (“City”) is committed to preserving and nurturing public access and participation in meetings of the City Council and the City’s commissions; and

**WHEREAS**, all meetings of the City’s legislative bodies are open and public, as required by the Ralph M. Brown Act (California Government Code §§54950 – 54963), so that any member of the public may attend, participate and watch the City’s legislative bodies conduct their business; and

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, the recently amended Brown Act, Government Code section 54953(e)(1)(B), allows local legislative bodies to continue meeting by teleconference during a gubernatorial proclaimed state of emergency if the local legislative body determines, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; if the state of emergency remains active; and if every thirty (30) days, the local legislative body finds by a majority vote under Government Code section 54953(e)(3) that after reconsidering the circumstances of the state of emergency, it continues to directly impact the ability of the members to meet safely in person; and

**WHEREAS**, on March 4, 2020, Governor Newsom declared a state of emergency due to the Coronavirus (“COVID-19”) pandemic, which remains in effect; and

**WHEREAS**, on March 16, 2020, the City Manager, acting as the Director of Emergency Services, did proclaim the existence of a local state of emergency within the City, pursuant to Section 2.28.060(A)(1) of the Solana Beach Municipal Code and Section 8625 of the California Emergency Services Act (California Government Code §§8550 *et. seq.*), as a result of the Coronavirus (COVID-19) pandemic, which was ratified by the City Council on March 19, 2020 through the adoption of Resolution 2020-036; and

**WHEREAS**, pursuant to Resolution 2020-036, the local emergency was deemed to continue to exist until its termination is proclaimed by the City Council of the City of

Solana Beach and the local emergency does continue to exist; and

**WHEREAS**, COVID-19 continues to threaten the health and lives of City residents; and

**WHEREAS**, the SARS-CoV-2 Delta Variant (Delta Variant) is highly transmissible in indoor settings, breakthrough cases are becoming more common and hospitalizations have increased throughout San Diego County; and

**WHEREAS**, on July 28, 2021, the California Department of Public Health issued guidance for the use of face coverings stating that the Delta Variant is two times as contagious as early COVID-19 variants, leading to increasing infections, the Delta Variant accounts for over 80% of cases sequenced, and cases and hospitalizations of COVID-19 are rising throughout the state; and

**WHEREAS**, updated as of August 13, 2021, the Center for Disease Control and Prevention recommends staying at least six (6) feet from other people; and

**WHEREAS**, the California Department of Industrial Relations, Division of Occupational Safety and Health's COVID-19 Prevention Emergency Temporary Standards were updated on June 17, 2021, are still in effect and place an ongoing requirement on employers to assess workplace hazards and implement controls to prevent transmission of disease, which may include circumstances in which employers determine that physical distancing is necessary in their workplace; and

**WHEREAS**, on October 13, 2021, the City Council held a regular meeting for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees, made such a determination and adopted Resolution 2021-120 authorizing remote teleconference meetings of the legislative bodies of the City for the period of October 13, 2021 through November 12, 2021 pursuant to the new provisions of the Brown Act; and

**WHEREAS**, on November 10, 2021, the City Council reconsidered the circumstances of the state of emergency and adopted Resolution 2021-127 authorizing continued teleconference meetings of the legislative bodies of the City for the period of November 10, 2021 through December 10, 2021 pursuant to the new provisions of the Brown Act; and

**WHEREAS**, according to the Center for Disease Control and Prevention (CDC), a new strain of COVID-19, known as Omicron, has emerged; and

**WHEREAS**, on November 24, 2021, this new variant B.1.1.529, was reported to the World Health Organization (WHO); and

**WHEREAS**, on November 26, 2021, WHO named B.1.1.529 Omicron and classified it as a Variant of Concern (VOC); and

**WHEREAS**, on November 30, 2021, the United States designated Omicron as a Variant of Concern; and

**WHEREAS**, on December 1, 2021, the first confirmed U.S. case of Omicron was identified; and

**WHEREAS**, on December 8, 2021, the City Council adopted Resolution 2021-137 authorizing continued teleconference meetings through January 7, 2022; and

**WHEREAS**, on December 9, 2021, the CDC reported that we do not yet know how easily Omicron spreads, the severity of illness it causes, or how well available vaccines and medications work against it; and

**WHEREAS**, on December 13, 2021, the California Department of Public Health (CDPH) issued updated Guidance for the Use of Face Coverings requiring masks to be worn by all individuals in all indoor public settings, irrespective of vaccine status, for the period of December 15, 2021 through January 15, 2022, and recommending surgical masks or higher-level respirators. CDPH issued this new measure to bring an added layer of mitigation as the Omicron variant, is detected across California, the United States, and the world and is likely to spread more easily than the original SARS-CoV-2 virus and the Delta variant. CDPH additionally found this new measure would bring additional protection to individuals, families and communities during the holidays when more travel occurs, and time is spent indoors; and

**WHEREAS**, CDPH reported that since Thanksgiving, the statewide seven-day average case rate has increased by 47% and hospitalizations have increased by 14%. While the percentage of Californians fully vaccinated and boosted continues to increase, we continue to have areas of the state where vaccine coverage is low, putting individuals and communities at greater risk for COVID-19. Given the current hospital census, which is at or over capacity, even a moderate surge in cases and hospitalizations could materially impact California's health care delivery system within certain regions of the state. Other states and countries with similar vaccination rates that have relaxed masking requirements are seeing surges in COVID-19 cases and increasing stress in their healthcare systems; and

**WHEREAS**, on December 15, 2021, the City Council adopted Resolution 2021-141 authorizing continued teleconference meetings through January 14, 2022; and

**WHEREAS**, the holiday season, with attendant increases in indoor gatherings, travel and exposure to COVID-19, is just starting to come to an end and increased cases as a result of the holiday season are likely be time delayed; and

**WHEREAS**, between December 15, 2021, and December 25, 2021, 12,078 COVID-19 cases were recorded by the San Diego County Department of Health and Human Services, marking a 135.5% increase in the weekly total from the prior week; and

**WHEREAS**, the Omicron and Delta variants have caused, and will continue to cause, conditions of imminent peril to the health safety of persons within the City that are likely beyond the control of services, personnel, equipment and facilities of the City; and

**WHEREAS**, the state of emergency remains active.

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

1. That the above recitations are true and correct and incorporated herein as findings.
2. That the City Council has reconsidered the circumstances of the state of emergency.
3. That the state of emergency continues to directly impact the ability of the members of the City's legislative bodies and the public to meet safely in person.
4. That the meetings of the legislative bodies of the City of Solana Beach, including the City Council, standing committees and citizen commissions, shall continue to meet by remote teleconferencing in compliance with applicable law.
5. That the City Manager and Staff are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.
6. That this Resolution shall take effect on January 12, 2022, and shall be effective until the earlier of (a) February 11, 2022 or (b) such time as the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City may continue to teleconference without compliance with Government Code section 54953(b)(3).

**PASSED AND ADOPTED** this 12th day of January, 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



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** January 12, 2022  
**ORIGINATING DEPT:** Community Development Department  
**SUBJECT:** **Continued Public Hearing: Request for DRP and SDP to Demolish a Single-Family Residence, Construct a Replacement Two-Story, Single-Family Residence with an Attached Two-Car Garage, and Perform Associated Site Improvements at 211 Ocean St. (DRP21-004/SDP21-004; Applicants: Ford and Cassie Blakely; APN: 263-042-05; Resolution 2021-128)**

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## **BACKGROUND:**

The Applicants, Ford and Cassie Blakely, are requesting City Council approval of a Development Review Permit (DRP) and Structure Development Permit (SDP) to demolish a single-family residence, construct a replacement two-story, single-family residence with an attached two-car garage, and perform associated site improvements at 211 Ocean Street. The 8,360 square-foot lot is located within the Medium Residential (MR) Zone and the Scaled Residential Overlay Zone (SROZ).

The project was originally heard at the November 10, 2021 City Council meeting. Concerns were raised by members of the City Council and the public regarding the project's conformance with the development review criteria set forth in Solana Beach Municipal Code (SBMC) Section 17.68.040.F, specifically with respect to adverse impacts on the privacy of a neighboring property due to a proposed second story deck. After receiving public testimony and evidence concerning the project, the Council voted, by consensus, to continue the application, date-certain, to the January 12, 2022 Council meeting to allow the Applicants the opportunity to address the noted concerns.

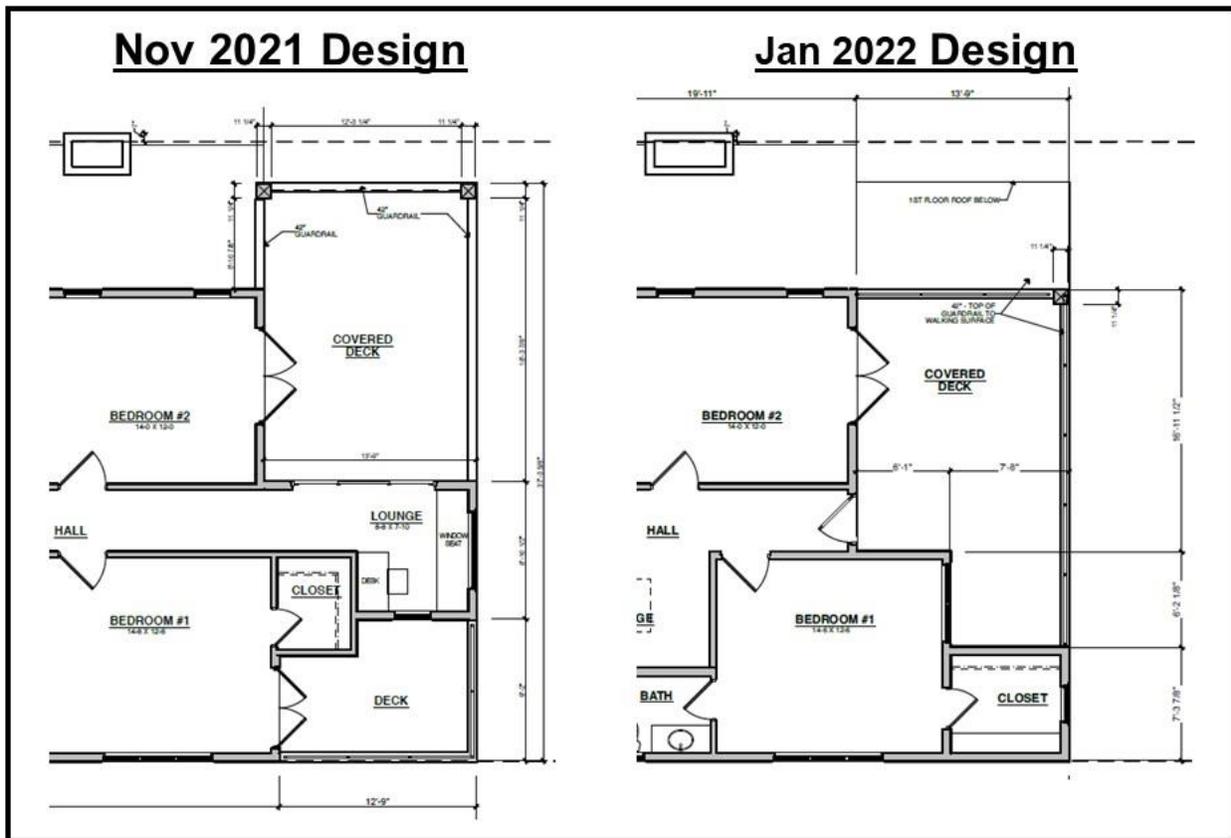
The issue before the Council is whether to approve, approve with conditions, or deny the Applicants' revised request as contained in Resolution 2021-128 (Attachment 1).

<b>CITY COUNCIL ACTION:</b>  _____  _____
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**DISCUSSION:**

At the November 10, 2021 Council meeting, the Applicants' representatives indicated that they were willing to address concerns raised during the Public Hearing; therefore, the hearing was continued, to January 12, 2022. The Applicants submitted revised plans to the Community Development Department on December 17, 2021, which are provided in Attachment 2. The November 10, 2021 Staff Report is included in Attachment 3 for reference.

The Applicants propose to pull back the east side of the second story deck by approximately 6.8 feet to be in line with the east exterior wall of Bedroom #2. The Applicants also propose to modify the second-story floor plan by expanding the deck to the west where an interior lounge and second deck was previously proposed. The exhibit below includes the previous design on the left and the revised design on the right.



Conditions from the Planning, Engineering, and Fire Departments have been incorporated into the updated Resolution of Approval (Attachment 1).

In conclusion, the proposed project, as conditioned, could be found to be consistent with the Zoning regulations and the General Plan. Should the Council determine that the findings can be made to approve the project, the SDP will be approved concurrently with the DRP.

**CEQA COMPLIANCE STATEMENT:**

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 of the State CEQA Guidelines. Class 3 consists of construction and location of limited numbers of new, small facilities or structures. Examples of this exemption include one single-family residence or second dwelling unit in a residential zone. In urbanized areas, up to three-single-family residences may be constructed or converted under this exemption.

**FISCAL IMPACT:** N/A

**WORK PLAN:** N/A

**OPTIONS:**

- Approve Staff recommendation adopting the attached Resolution 2021-128.
- Approve Staff recommendation subject to additional specific conditions necessary for the City Council to make all required findings for the approval of a SDP and DRP.
- Deny the project if all required findings for the DRP cannot be made.

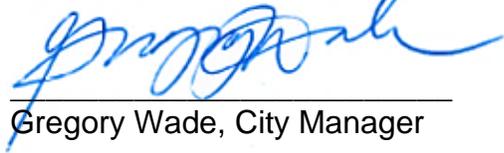
**DEPARTMENT RECOMMENDATION:**

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

1. Conduct the continued 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 2021-128 conditionally approving a DRP and SDP to demolish a single-family residence, construct a replacement two-story, single-family residence with an attached two-car garage, and perform associated site improvements at 211 Ocean Street, Solana Beach.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.



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Gregory Wade, City Manager

Attachments:

1. Updated Resolution 2021-128
2. Revised Project Plans Dated January 4, 2022
3. November 10, 2021 Staff Report

## RESOLUTION 2021-128

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A DEVELOPMENT REVIEW PERMIT AND STRUCTURE DEVELOPMENT PERMIT TO DEMOLISH A SINGLE-FAMILY RESIDENCE, CONSTRUCT A REPLACEMENT TWO-STORY, SINGLE-FAMILY RESIDENCE WITH AN ATTACHED TWO-CAR GARAGE, AND PERFORM ASSOCIATED SITE IMPROVEMENTS AT 211 OCEAN STREET, SOLANA BEACH**

**APPLICANTS: FORD AND CASSIE BLAKELY  
APPLICATION: DRP21-004/SDP21-004**

**WHEREAS**, Ford and Cassie Blakely (hereinafter referred to as “Applicants”), have submitted an application for a Development Review Permit (DRP) and Structure Development Permit (SDP) pursuant to Title 17 (Zoning) of the Solana Beach Municipal Code (SBMC); and

**WHEREAS**, the Public Hearing was conducted pursuant to the provisions of Solana Beach Municipal Code Section 17.72.030; and

**WHEREAS**, at the Public Hearing on November 10, 2021, the City Council received and considered evidence concerning the proposed application; and

**WHEREAS**, the City Council of the City of Solana Beach continued the project to a date certain, January 12, 2022, so that the Applicants could revise the project to address comments made at the November 10, 2021 Council meeting.

**WHEREAS**, at the public hearing on January 12, 2021, the City Council received and considered evidence concerning the proposed application as revised; and

**WHEREAS**, the City Council of the City of Solana Beach found the application request exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and

**WHEREAS**, this decision is based upon the evidence presented at the hearing, and any information the City Council gathered by viewing the site and the area as disclosed at the hearing.

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

- I. That the foregoing recitations are true and correct.
- II. That the request for a DRP and SDP to demolish a single-family residence, construct a replacement two-story, single-family residence with an attached two-car garage, and perform associated site improvements at 211 Ocean Street,

Solana Beach, is conditionally approved based upon the following Findings and subject to the following Conditions:

### III. FINDINGS

- A. The proposed structure exceeds 16 feet in height above the existing grade, therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicant was required to complete the SDP process. The Story Pole Height Certification was certified by a licensed land surveyor on June 18, 2021 showing a maximum building height of 25.00 feet (100.75 MSL) above the existing grade. Notices were mailed to property owners and occupants within 300 feet of the project site establishing a deadline to file for View Assessment by August 12, 2021. The City received one application for View Assessment from the property owner (Asli Carome c/o Julie Hamilton, Law Office of Julie Hamilton; "Claimant") of 201 Ocean Street, which is located immediately east of the subject property.

The project was presented to the View Assessment Commission (VAC) on October 19, 2021, and the VAC made a unanimous recommendation of approval with conditions. The recommended conditions included reduction in height of the proposed chimney by 9 feet (14 feet above grade) and reduction of the vertical height up from the sill of the east-facing window above the main bedroom bathtub to 2 feet, 4 inches.

The Applicants reflected the recommended conditions of approval in the project plans presented to the City Council on November 10, 2021. An additional change provided by the Applicants since the VAC hearing was a 12-15 foot tall hedge (*Pittosporum* "Silver Sheen") located along the eastern side of the proposed second-floor covered deck in an effort to address privacy concerns raised by the Claimant. The story pole string lines between poles 16 and 17 were lowered after the VAC hearing to reflect the reduction in chimney height. The change was within the envelope of the originally noticed story poles, therefore, a second noticing period was not required.

Following the VAC hearing, the Claimant's representative indicated disagreement with the VAC's recommendation and requested that the City Council consider the View Claim.

As a condition of approval, a height certification prepared by a licensed land surveyor will be required prior to the framing inspection certifying that the maximum height of the proposed addition will not exceed 25.00 feet above the proposed grade or 100.75 feet above MSL, which is the maximum proposed structure height reflected on the project plans.

In accordance with Chapter 17.63 (Structure Development Permit) of the Solana Beach Municipal Code, the City Council finds the following:

- I. *The Applicant for the Structure Development Permit has made a reasonable attempt to resolve the view impairment issues with the person(s) requesting view assessment. Written evidence of a good faith voluntary offer to meet and discuss view issues, or of a good faith voluntary offer to submit the matter to mediation, is hereby deemed to be a reasonable attempt to resolve the view impairment issues.*

Written accounts and oral testimony at the public meeting showed that there had been communication between the Applicants and the Claimant.

- II. *The proposed structure does not significantly impair a view from public property (parks, major thoroughfares, bike ways, walkways, equestrian trails) which has been identified in the city's general plan, local coastal program, or city designated viewing areas.*

The subject property is not located within designated public viewing areas; therefore, the proposed structure does not significantly impair views from public property.

- III. *The structure is designed and situated in such a manner as to minimize impairment of views.*

The Claimant's primary view is toward the northeast. The proposed structure is designed and situated in such a manner as to minimize impairment of views.

- IV. *There is no significant cumulative view impairment caused by granting the application. Cumulative view impairment shall be determined by: (a) Considering the amount of view impairment caused by the proposed structure; and (b) considering the amount of view impairment that would be caused by the construction on other parcels of structures similar to the proposed structure.*

The VAC members found that there would not be significant cumulative view impairment caused by granting the application if adjacent lots were allowed to construct a development of a similar size and height.

- V. *The proposed structure is compatible with the immediate neighborhood character.*

The proposed development is compatible with the immediate neighborhood character, including design, bulk, scale, height, and size.

- B. In accordance with Section 17.68.040 (Development Review Permit) of the City of Solana Beach Municipal Code, the City Council finds the following:

- I. *The proposed project is consistent with the General Plan and all applicable requirements of SBMC Title 17 (Zoning Ordinance), including special regulations, overlay zones and specific plans.*

General Plan Consistency: The project, as conditioned, is consistent with the City's General Plan designation of Medium Density Residential, which allows for a maximum of five to seven dwelling units per acre. The development is also consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

Zoning Ordinance Consistency: The project is consistent with all applicable requirements of the Zoning Ordinance (Title 17) (SBMC 17.20.030 and 17.48.040), which delineates maximum allowable Floor Area Ratio (FAR), Permitted Uses and Structures (SBMC Section 17.20.020) which provides for uses of the property for a single-family residence. Further, the project adheres to all property development regulations established for the Medium Residential (MR) Zone and cited by SBMC Section 17.020.030.

The project is consistent with the provisions for minimum yard dimensions (i.e., setbacks) and the maximum allowable Floor area (FAR), maximum building height, and parking requirements.

- II. *The proposed development complies with the following development review criteria set forth in Solana Beach Municipal Code Section 17.68.040.F:*

- a. *Relationship with Adjacent Land Uses: The development shall be designed in a manner compatible with and where feasible, complimentary to existing and potential development in the immediate vicinity of the project site. Site planning on the perimeter of the development shall give consideration to the protection of surrounding areas from potential adverse effects, as well as protection of the property from adverse surrounding influences.*

The property is located within the MR Zone. The surrounding neighborhood is also located in the MR Zone and consists of a mix of properties that are one- and two-story, single-family residences. The project site is currently developed with a single-story, single-family residence with an attached garage.

The project, as designed, is consistent with the permitted uses for the MR Zone as described in SBMC Sections 17.20.010 and 17.12.020, which permits one single-family residence and one Accessory Dwelling Unit (ADU) per lot. The property is designated Medium Density Residential in the General Plan and

intended for single- and multi-family residential development with a maximum density of five to seven dwelling units per acre. The proposed development is 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 found to be in conformance with, the regulations of the SROZ. As a condition of project approval, the Applicants shall obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of Building or Grading Permits.

- b. *Building and Structure Placement: Buildings and structures shall be sited and designed in a manner which visually and functionally enhances their intended use.*

The Applicants are proposing to construct a replacement two-story, single-family residence with an attached two-car garage. The location of the existing driveway will be maintained along the western side of the property with access from Ocean Street to the proposed 485 square-foot two-car garage. A screened trash enclosure will be located on the west side of the driveway. A gated walkway will provide pedestrian access from Ocean Street through the center of the property to the main entrance. The southern portion of the front yard will include an uncovered patio and a vegetated biofiltration area to support onsite drainage. Private walkways will be provided along both the western and eastern sides of the residence to access the rear yard.

The replacement residence will be located in the western portion of the buildable area with portions of the second floor stepped back from the eastern side of the property by varying dimensions. The 1,713 square-foot first floor living area will include an open-concept kitchen, living, and dining room, an office (bedroom) with a private bathroom, a pantry, a powder room, and a utility room with access to the garage. The first floor will open to both an uncovered courtyard, a covered patio, and the rear yard. The 1,613 square-foot second floor living area will include a main bedroom suite with a partially covered deck located on the north (front) side of the residence and two bedrooms with private bathrooms and decks on the south (rear) side of the residence. The deck located off of Bedroom #2 on the

southeastern side of the residence will be covered and also have access from the internal hallway. The deck located off of Bedroom #1 on the southwestern side of the residence will be uncovered. All designed exterior areas, including the courtyard, patio, and decks are exempt from floor area.

Exterior improvements proposed on the south (rear) side of the residence include a barbeque counter and bar seating, a pool and spa, and landscape and hardscape areas. The Applicants are also proposing a detached single-story ADU of 450 square feet located in the southwest corner of the property and partially within the rear yard setback. It should be noted that the detached ADU is not subject to discretionary review, pursuant to SBMC Section 17.20.040(D), and has been shown voluntarily on the project plans. The surrounding yard improvements, however, will be accessible by the tenants of both the ADU and primary residence and, therefore, are subject to the discretionary review.

The total proposed floor area is 3,411 square feet, which is 2 square feet below the maximum allowable floor area for the 8,360 square-foot lot. The maximum floor area calculation for this project is as follows:

0.500 for first 6,000 ft <sup>2</sup>	3,000 ft <sup>2</sup>
0.175 for 6,001 to 15,000 ft <sup>2</sup>	413 ft <sup>2</sup>
Total Allowable Floor Area:	3,411 ft <sup>2</sup>

The proposed project, as designed, would meet the minimum required setbacks, provide the required off-street parking, and would be below the maximum allowable floor area for the property.

- c. *Landscaping: The removal of significant native vegetation shall be minimized. Replacement vegetation and landscaping shall be compatible with the vegetation of the surrounding area. Trees and other large plantings shall not obstruct significant views when installed or at maturity.*

The project is subject to the current water efficient landscaping regulations of SBMC Chapter 17.56. A Landscape Documentation Package is required for new development projects with an aggregate landscape equal to or greater than 500 square feet requiring a building permit, plan check or development review. The Applicants provided a conceptual landscape plan that has been reviewed by the City's third-party landscape architect, who has recommended approval. The Applicants will be required to submit a detailed construction landscape plan that will be reviewed by the City's third-party

landscape architect for substantial conformance with the conceptual plan and compliance with SBMC Chapter 17.56. In addition, the City's third-party landscape architect will perform an inspection during the construction phase of the project. A separate condition has been added to require that native or drought-tolerant and non-invasive plant materials and water-conserving irrigation systems are required to be incorporated into the landscaping to the extent feasible.

- d. *Roads, Pedestrian Walkways, Parking and Storage Areas: Any development involving more than one building or structure shall provide common access roads and pedestrian walkways. Parking and outside storage areas, where permitted, shall be screened from view, to the extent feasible, by existing topography, by the placement of buildings and structures, or by landscaping and plantings.*

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. ADU's are not required to provide an additional parking space if the site is located within one-half mile of a transit stop. The subject site is within one-half mile of multiple bus stops on Highway 101; therefore, an additional parking space is not required. The Applicants are proposing to construct a 485 square-foot attached garage in the northwest corner of the proposed residence. The garage will be accessed by a driveway on the northwest corner of the property from Ocean Street. SBMC Section 17.08.030 indicates that required parking up to 200 square feet per parking space provided in a garage is exempt from the floor area calculation. The proposed garage will provide two 9-foot by 19-foot parking spaces that are clear of obstruction. Therefore, 400 square feet of garage area is exempt from the project's total floor area calculation.

- e. *Grading: To the extent feasible, natural topography and scenic features of the site shall be retained and incorporated into the proposed development. Any grading or earth-moving operations in connection with the proposed development shall be planned and executed so as to blend with the existing terrain both on and adjacent to the site. Existing exposed or disturbed slopes shall be landscaped with native or naturalized non-native vegetation and existing erosion problems shall be corrected.*

The project proposes grading in the amounts of 30 cubic yards of cut for footings, 80 cubic yards of fill, 5 cubic yards of excavation for footings, 100 cubic yards of removal and recompaction, for an aggregate of 215 cubic yards of grading, and 50 cubic yards of import in order to create an increased

building pad and consistent grade throughout the yard areas and construct drainage improvements including a bio retention basin located in the northeast portion of the front yard.

- 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 a replacement single-family residence on a developed residential lot; therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040.

- III. *All required permits and approvals including variances, conditional use permits, comprehensive sign plans, and coastal development permits have been obtained prior to or concurrently with the development review permit.*

All required permits, including a Structure Development Permit, are being processed concurrently with the Development Review Permit.

- IV. *If the development project also requires a permit or approval to be issued by a state or federal agency, the city council may conditionally approve the development review permit upon the Applicant obtaining the required permit or approval from the other agency.*

The Applicants are required to obtain approval from the California Coastal Commission prior to issuance of Building and Grading Permits.

#### IV. 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 Fire Mitigation, Park Development, Public Use Facilities, and Public Facilities Impact Fees set by the 2021 adopted Fee Schedule.
- II. Building Permit plans must be in substantial conformance with the architectural plans presented to the City Council on January 12, 2021, and located in the project file with a submittal date of January 4, 2022.
- III. Prior to requesting a framing inspection, the Applicants shall submit a height certificate prepared by a licensed land surveyor prior to the framing inspection certifying that the tallest point of the proposed residence will not exceed 25.00 feet above the proposed grade or 100.75 feet above the Mean Sea Level (MSL) in conformance with the plans as approved by the City Council on November 10, 2021.
- IV. Any proposed onsite fences, walls and retaining walls and any proposed railing located on top, or any combination thereof, shall comply with applicable regulations of SBMC Section 17.20.040 and 17.60.070 (Fences and Walls).
- V. The Applicants shall obtain required California Coastal Commission (CCC) approval of a Coastal Development Permit, Waiver or Exemption as determined necessary by the CCC, prior to the issuance of Building and Grading Permits.
- VI. The Applicants shall provide a full Landscape Documentation Package in compliance with SBMC Chapter 17.56 and in substantial conformance with the conceptual landscape plan included in the project plans presented to the City Council on January 12, 2022 prior to Building Permit issuance, which will be reviewed and inspected by the City's third party landscape professional.
- VII. 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.
- VIII. All new exterior lighting fixtures shall be in conformance with the City-wide lighting regulations of the Zoning Ordinance (SBMC 17.60.060). All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.
- IX. Construction vehicles shall be parked on the subject property at all

times 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 the street and minimize impact to the surrounding neighbors.

- X. 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.
- XI. The east-facing windows located in the bathroom of the main bedroom shall have a minimum sill height of 4.5 feet.

B. Fire Department Conditions:

- I. ACCESS ROAD MINIMUM DIMENSIONS: Fire apparatus access roads shall have an unobstructed improved width of not less than 20 feet; curb line to curb line, and an unobstructed vertical clearance of not less than 13 feet 6 inches. Exception: Single-Family residential driveways; serving no more than two single-family dwellings, shall have minimum of 16 feet, curb line to curb line, of unobstructed improved width. Access roads shall be designed and maintained to support the imposed loads of not less than 75,000 pounds and shall be provided with an approved paved surface to provide all-weather driving capabilities.
- II. OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION: All roadways shall be a minimum of 20 feet in width during construction and maintained free and clear, including the parking of vehicles, in accordance with the California Fire Code and the Solana Beach Fire Department.
- III. ADDRESS NUMBERS: STREET NUMBERS: Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: 4" high with a ½" inch stroke width for residential buildings, 8" high with a ½" stroke for commercial and multi-family residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear access doors, building corners, and entrances to commercial centers.
- IV. AUTOMATIC FIRE SPRINKLER SYSTEM-ONE AND TWO FAMILY DWELLINGS: Structures shall be protected by an automatic fire sprinkler system designed and installed to the satisfaction of the Fire

Department. Plans for the automatic fire sprinkler system shall be approved by the Fire Department prior to installation. Sprinklers shall be installed in the new residence and ADU.

- V. CLASS “A” ROOF: All structures shall be provided with a Class “A” Roof covering to the satisfaction of the Solana Beach Fire Department.

C. Engineering Department Conditions:

- I. The Applicants are required to obtain an Encroachment Permit in accordance with SBMC Section 11.20 for the frontage improvements being done in the public right-of-way. The frontage improvements shall be done to the satisfaction of the City Engineer prior to the occupancy of the proposed project:
  - a. Construction of any damaged sidewalk panels or curb/gutter as directed by the City Inspector.
  - b. Construction of the sidewalk underdrain.
  - c. Widening of the existing four feet wide sidewalk to six feet wide sidewalk with appropriate transitional sections to match the proposed driveway to the west and the existing sidewalk to the east as well as construction of landscaping between the back of the proposed sidewalk and the new retaining wall which will be constructed on the property line.
  - d. Construction of the SDRSD driveway approach with 2:1 transitions to the existing concrete sidewalk.
  - e. Construction of the concrete walkway from the proposed sidewalk to the front pedestrian gate.
  - f. Removal of the existing retaining walls.
- II. The Applicants shall record the Encroachment Maintenance Removal Agreement (EMRA) with the County of San Diego prior to the release of the Grading Bond and Security Deposit. The EMRA shall be recorded against this property for all private improvements in the public right-of-way including, but not limited to:
  - a. Walkway steps.
  - b. Sidewalk underdrain pipe.
- III. The Applicants shall pay in full the one-time Sewer Capacity Fee of \$4,500.00 per Equivalent Dwelling Unit (EDU) prior to Building Permit issuance. The EDU assignment is determined by SBMC 14.08.060. The proposed residential unit would increase the property’s EDU

assignment by 0.8 EDU. The cost the Applicants are responsible for is \$3,600.00 prior to Building Permit Issuance (0.8 EDU multiplied by \$4,500.00).

- IV. All construction demolition materials shall be recycled according to the City's Construction and Demolition recycling program and an approved Waste Management Plan shall be submitted.
- V. Construction fencing shall be located on the subject property unless the Applicants have obtained an Encroachment Permit in accordance with chapter 11.20 of the SBMC which allows otherwise.

Grading:

- VI. The Applicants shall obtain a Grading Permit in accordance with Chapter 15.40 of the Solana Beach Municipal Code. Conditions prior to the issuance of a grading permit shall include, but not be limited to, the following:
  - a. The Applicants shall obtain a grading plan prepared by a Registered Civil Engineer and approved by the City Engineer. On-site grading design and construction shall be in accordance with Chapter 15.40 of the Solana Beach Municipal Code.
  - b. The Applicants shall obtain a Soils Report prepared by a Registered Soils Engineer and approved by the City Engineer. All necessary measures shall be taken and implemented to assure slope stability, erosion control and soil integrity. The grading plan shall incorporate all recommendations contained in the soils report.
  - c. The Applicants shall provide a Drainage Report prepared by a Registered Civil Engineer. This report shall address the design for detention basin and corresponding outflow system to ensure the rate of runoff for the proposed development is at or below that of pre-existing condition. All recommendations of this report shall be incorporated into the Preliminary Grading Plan. A detention basin easement(s) shall be recorded for maintenance of the detention basins by the property owner(s) in perpetuity, prior to Final Inspection of the Building Permit.
  - d. The Applicants shall show all retaining walls and drainage structures. Retaining walls shown on the grading plan shall conform to the San Diego Regional Standards or be designed by a licensed civil engineer. Engineering calculations for all designed walls with a surcharge and nonstandard walls shall be submitted at grading plan check. Retaining walls may not exceed the allowable height within the property line setback as

determined by the City of Solana Beach Municipal Code. Contact the Community Development department for further information.

- e. The Applicants are responsible to protect the adjacent properties during construction. If any grading, construction activity, access or potential construction-related impacts are anticipated beyond the property lines, as determined by the City Engineer, the Applicants shall obtain a letter of permission from the adjoining property owners. All required letters of permission shall be submitted to the City Engineer prior to the issuance of the Grading Permit.
- f. The Applicants shall pay a grading plan check fee in accordance with the current Engineering Fee Schedule at initial grading plan submittal. Inspection fees shall be paid prior to issuance of the Grading Permit.
- g. The Applicants shall obtain and submit grading security in a form prescribed by the City Engineer.
- h. The Applicants shall obtain haul permit for import / export of soil. The Applicants shall transport all excavated material to a legal disposal site.
- i. The Applicants shall submit certification from the Engineer of Record and the Soils Engineer that all public or private drainage facilities and finished grades are functioning and are installed in accordance with the approved plans. This shall be accomplished by the Engineer of Record incorporating as-built conditions on the Mylar grading plans and obtaining signatures of the Engineer of Record and the Soils Engineer certifying the as-built conditions.
- j. An Erosion Prevention and Sediment Control Plan shall be prepared by the Applicants. Best management practices shall be developed and implemented to manage storm water and non-storm water discharges from the site at all times during excavation and grading activities. Erosion prevention shall be emphasized as the most important measure for keeping sediment on site during excavation and grading activities. Sediment controls shall be used as a supplement to erosion prevention for keeping sediment on site.
- k. The Applicants shall show all proposed on-site private drainage facilities intended to discharge water run-off. Elements of this design shall include a hydrologic and hydraulic analysis verifying the adequacy of the facilities and identify any easements or structures required to properly convey the

drainage. The construction of drainage structures shall comply with the standards set forth by the San Diego Regional Standard Drawings.

- I. Post Construction Best Management Practices meeting City and RWQCB Order No. R9-2013-001 requirements shall be implemented in the drainage design.
- m. No increase in cross-lot drainage shall be allowed.
- n. Prior to obtaining a Building Permit, submit a building pad certification statement from a soils engineer and an engineer or land surveyor licensed in Land Surveying per SBMC 15.40.230E.
- o. The Applicants shall obtain the Grading Permit prior or concurrently to Building Permit issuance.

D. City Council Conditions:

VII. N/A

#### I. ENFORCEMENT

Pursuant to SBMC 17.72.120(B) failure to satisfy any and all of the above-mentioned conditions of approval is subject to the imposition of penalties as set forth in SBMC Chapters 1.1.6 and 1.18 in addition to any applicable revocation proceedings.

#### II. EXPIRATION

The Development Review Permit and Structure Development Permit for the project will expire 24 months from the date of this Resolution, unless the Applicants have obtained building permits and has commenced construction prior to that date, and diligently pursued construction to completion. An extension of the application may be granted by the City Council according to SBMC 17.72.110.

#### III. INDEMNIFICATION AGREEMENT

The Applicants shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the 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 12<sup>th</sup> day of January, 2022, by the following vote:

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

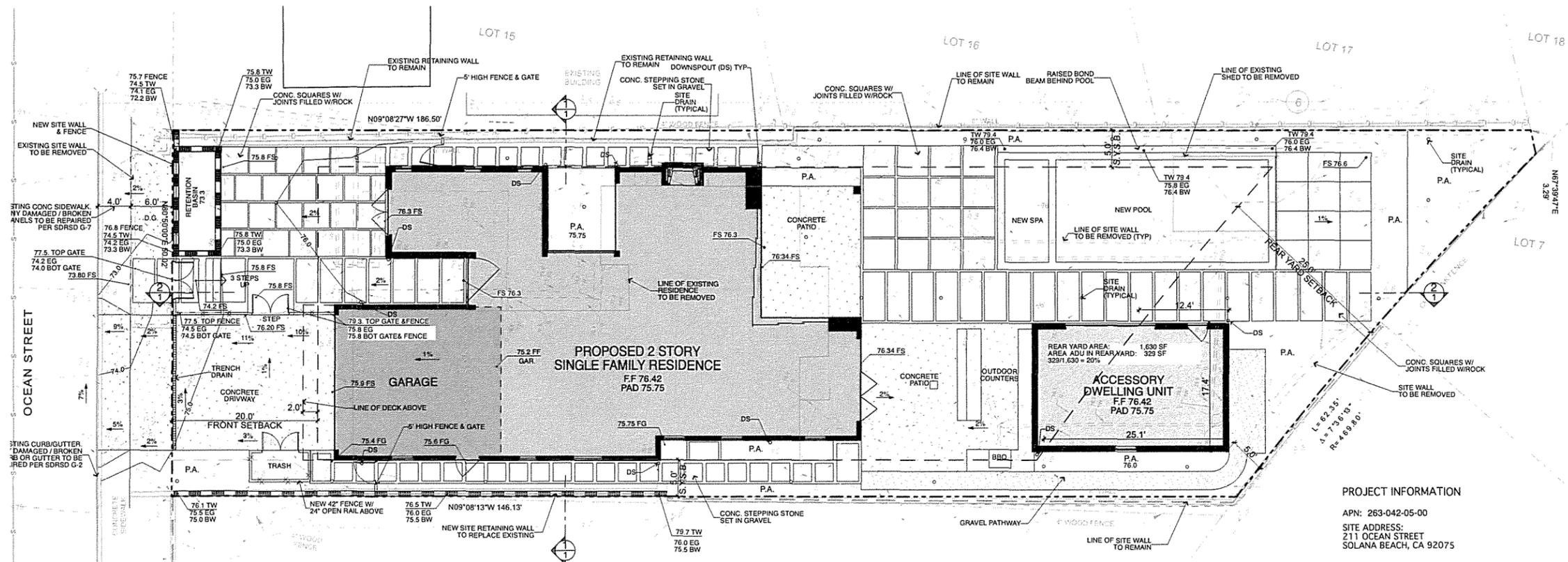
\_\_\_\_\_  
LESA HEBNER, MAYOR

APPROVED AS TO FORM:

ATTEST:

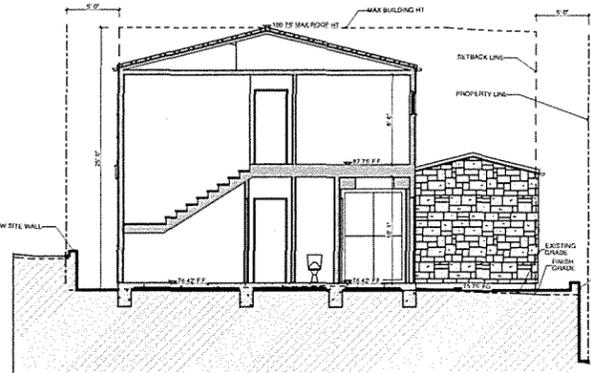
\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk



**SITE PLAN**

SCALE: 1/8" = 1'-0"



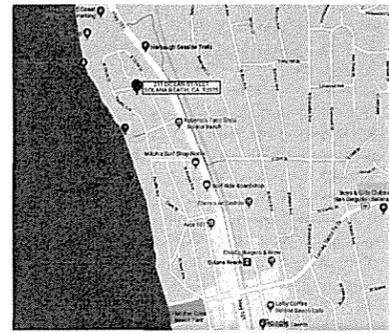
**1 SITE SECTION**

SCALE: 1/8" = 1'-0"

	Existing (SF)	Proposed Total (SF)
Non-landscaped Area*		5,683
Non-irrigated Landscape*		0
Irrigated Landscape*		1,625
Water Features*		492
Decorative Hardscape*		560
<b>Total Lot Area</b>		<b>8,350</b>

	Area of Work* (SF)
Irrigated Landscape	1,625
Water Features*	492
Decorative Hardscape*	560
<b>Aggregate Landscape Area*</b>	<b>2,677</b>

**VICINITY MAP**



**FIRE DEPARTMENT NOTES**

- OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION:** All roadways shall be a minimum of 20 feet in width during construction and maintained free and clear, including the parking of vehicles, in accordance with the California Fire Code and the Solana Beach Fire Department.
- ADDRESS NUMBERS: STREET NUMBERS:** Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: 4" high with a 1/2" stroke for residential buildings, 8" high with a 1/2" stroke for commercial and multi-residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear access doors, building corners, and entrances to commercial centers.
- AUTOMATIC FIRE SPRINKLER SYSTEM: ONE AND TWO FAMILY DWELLINGS:** Structures shall be protected by an automatic fire sprinkler system designed and installed to the satisfaction of the Fire Department. Plans for the automatic fire sprinkler system shall be approved by the Fire Department prior to installation.
- SMOKE DETECTORS/CARBON MONOXIDE ALARMS/FIRE SPRINKLER SYSTEM:** Smoke detectors / carbon monoxide alarms / fire sprinklers shall be inspected by the Solana Beach Fire Department.
- CLASS "A" ROOF:** All Structures shall be provided with a Class "A" Roof covering to the satisfaction of the Solana Beach Fire Department.

**PROJECT INFORMATION**

APN: 263-042-05-00  
SITE ADDRESS:  
211 OCEAN STREET  
SOLANA BEACH, CA 92075

LEGAL DESCRIPTION:  
LOT 14, IN BLOCK 3 OF SOLANA BEACH VISTA, IN THE CITY OF SOLANA BEACH, COUNTY OF SAN DIEGO, STATE OF CA., ACCORDING TO THE OFFICIAL MAP THEREOF NO. 2143, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON DECEMBER 17, 1928

ZONE: MRd  
SPECIAL ZONE OVERLAY: R-3/JU-1 Scaled Residential Overlay  
OCCUPANCY: VB  
CONSTRUCTION TYPE: NFA 13D SPRINKLERS REQ.  
SPRINKLERS: EXISTING SFR  
EXISTING LOT USE: SINGLE FAMILY RESIDENCE  
PROPOSED USE: N/A  
LOT COVERAGE: 2 SPACES REQUIRED  
OFF STREET PARKING: 2 SPACES REQUIRED  
FRONT SETBACK: 20'-0" (ROW 55'-0")  
SIDE SETBACK: 5'-0"  
STREET SIDE SETBACK: 10'-0"  
REAR SETBACK: 25'-0"  
MAX BLDG HEIGHT: 25'-0"  
PROPOSED BLDG HGT: 24'-10"

LOT AREA: GROSS 8,360 SF  
LOT AREA: NET 8,360 SF  
FLOOR TO AREA RATIO ALLOWABLE:  
0.50 x 6,000 = 3,000 s.f.  
0.175 x 2,360 = 413 s.f.  
Maximum Floor Area Allowed 3,413 s.f.

PROPOSED BUILDING AREA:  
NEW FIRST FLOOR LIVING AREA: 1,713 SF  
NEW SECOND FLOOR LIVING AREA: 1,608 SF  
NEW GARAGE: 485 SF  
SUBTOTAL OF FLOOR AREA: 3,806 SF

OFF STREET PARKING EXEMPTION (2 SPACES) -400.0 SF  
TOTAL PROPOSED FLOOR AREA 3,406 SF

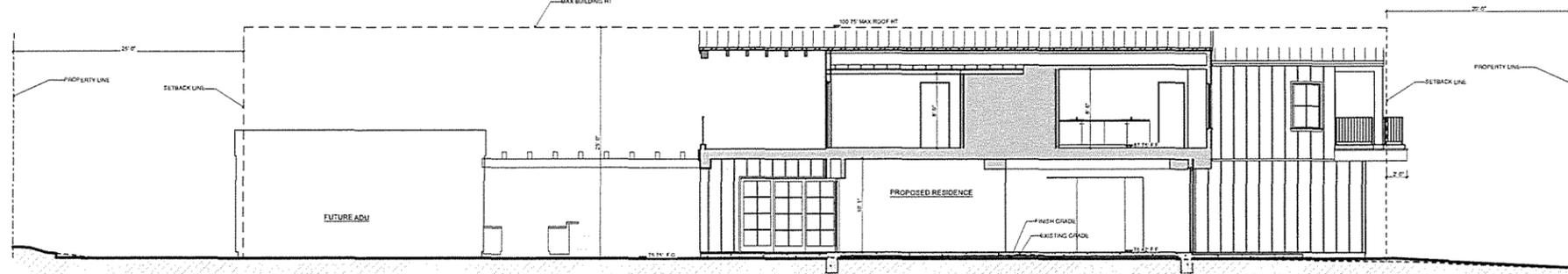
COV. DECKS: 435 SF  
COV. PATIO: 245 SF  
ACCESSORY DWELLING UNIT: 451 SF

PARKING:  
2 PARKING SPACES IN GARAGE.  
EARTHWORK QUANTITIES:  
SITE GRADING:  
30 CY- CUT  
80 CY- FILL  
5 CY- EXCAVATION FOOTINGS  
100 CY- REMOVAL & RECOMPACTION  
215 CY- TOTAL GRADING  
50 CY- TOTAL IMPORT

ADU EARTHWORK QUANTITIES:  
SITE GRADING:  
5 CY- CUT  
0 CY- FILL  
0 CY- EXCAVATION FOOTINGS  
16 CY- REMOVAL & RECOMPACTION  
21 CY- TOTAL GRADING  
5 CY- TOTAL EXPORT

OWNER/APPLICANT:  
FORD AND CASSIE BLAKELY  
211 OCEAN STREET  
SOLANA BEACH, CA 92075  
858-213-6562

OWNER'S REPRESENTATIVE:  
CRAIG FRIEHAUF  
FRIEHAUF ARCHITECTS INC.  
858.792.6116  
frieaufinc@sbcglobal.net



**2 SITE SECTION**

SCALE: 1/8" = 1'-0"

**ATTACHMENT 2**

# TOPOGRAPHIC SURVEY

## ENCUMBRANCES:

EXISTING ENCUMBRANCES LISTED BELOW ARE PER A PRELIMINARY TITLE REPORT PREPARED BY TITLE 365 DATED JULY 24, 2016 AS ORDER NO 410-1402082-40.

5 COVENANTS, CONDITIONS, AND RESTRICTIONS AS SET FORTH IN INSTRUMENT RECORDED APRIL 7, 1941 IN BOOK 1163 AND PAGE 209, OF OFFICIAL RECORDS, BUT OMITTING ANY COVENANT, CONDITION OR RESTRICTION, IF ANY, BASED ON RACE, COLOR RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT THE COVENANT, CONDITION OR RESTRICTION (A) IS EXEMPT UNDER TITLE 42 OF THE UNITED STATES CODE, OR (B) RELATES TO HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS.

SAID COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.

6 AN EASEMENT FOR RIGHT OF WAY AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED IN BOOK 2367 OF DEEDS, PAGE 207.

SAID EASEMENT ROUTE ADJACENT TO EASTERLY LINE OF LOT 14. NO EASEMENT LIMITS PROVIDED.

## OWNER:

FORD AND CASSIE BLAKELY

## ADDRESS:

211 OCEAN STREET  
SOLANA BEACH, CA

## APN:

263-042-05

## BENCHMARK:

3.5" DIAMETER NATIONAL GEODESIC SURVEY DISC MARKED "J1415, 1987" LOCATED IN THE TOP OF THE HEADWALL THAT IS 0.2 MILES NORTH OF SOLANA VISTA DRIVE ON THE EAST SIDE OF NORTHBOUND HIGHWAY 101, 3 FEET OFF OF THE SHOULDER ACCORDING TO THE CITY OF SOLANA BEACH SURVEY CONTROL RECORD OF SURVEY NO. 18971.

ELEVATION = 34.670'  
DATUM = NAVD 88

## LEGAL DESCRIPTION:

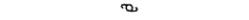
LOT 14, IN BLOCK 3 OF SOLANA BEACH VISTA, IN THE CITY OF SOLANA BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL MAP THEREOF NO. 2143, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON DECEMBER 17, 1928.

## NOTES:

- BEARINGS AND DISTANCES SHOWN HEREON ARE DERIVED FROM AN EVIDENCE BASED BOUNDARY SURVEY PERFORMED ON JUNE 18, 2019.
- PLEASE NOTE THAT THIS SURVEY HAS NOT IDENTIFIED ANY UNDERGROUND UTILITIES THAT MAY EXIST UNLESS OTHERWISE SHOWN.
- TREES THAT ARE LESS THAN 6" IN DIAMETER HAVE NOT BEEN LOCATED, UNLESS OTHERWISE SHOWN.

## LEGEND:

EC INDICATES EDGE OF CONCRETE  
EP INDICATES EDGE OF PAVEMENT  
FFE INDICATES FINISHED FLOOR ELEVATION  
FL INDICATES FLOW LINE  
FS INDICATES FINISHED SURFACE  
G INDICATES GROUND  
TW INDICATES TOP OF WALL

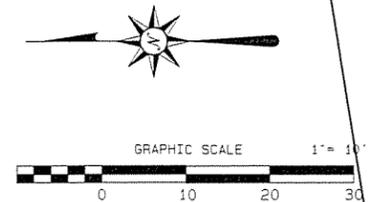
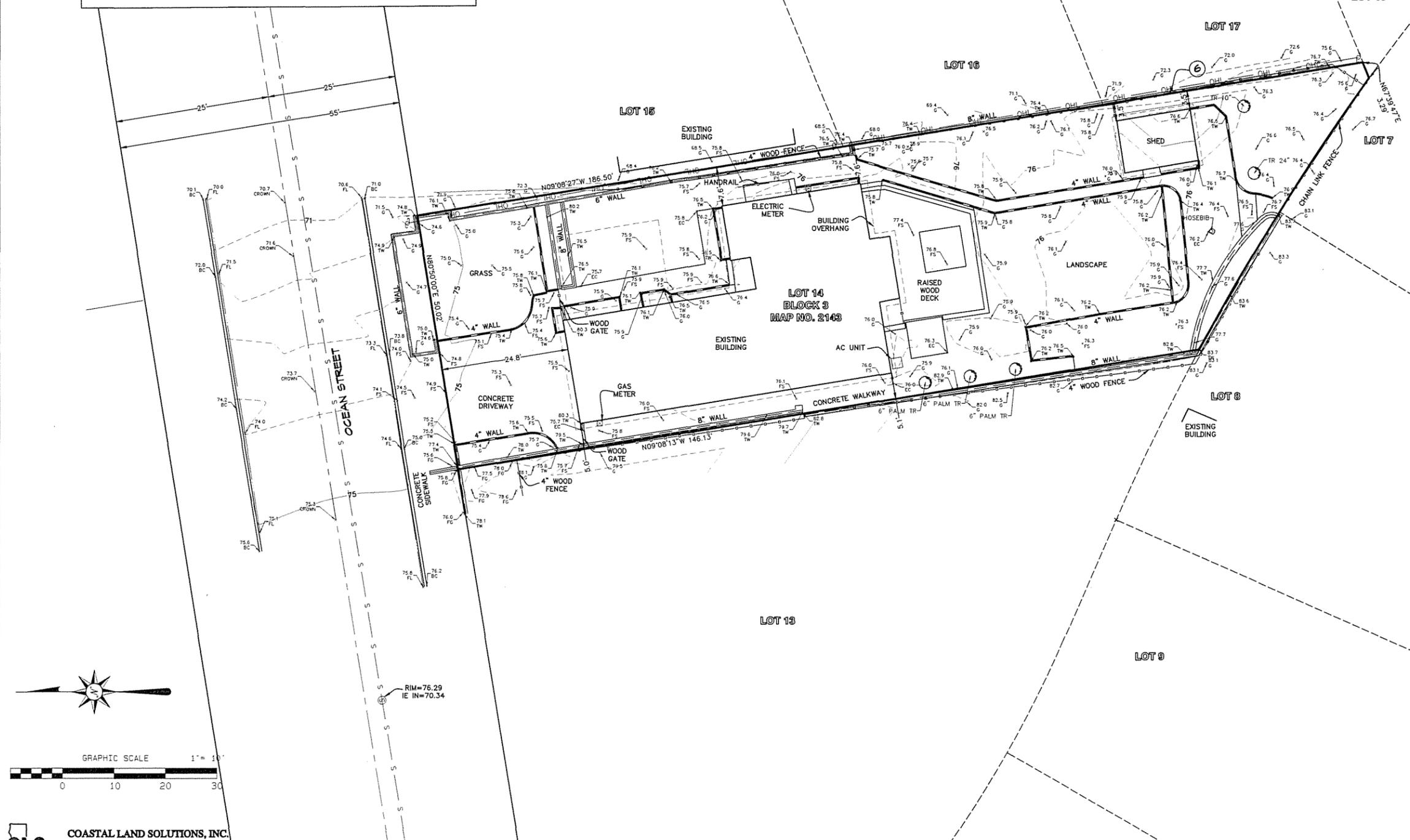
WALL   
SEWER MAIN   
OVER HEAD LINE   
CHAIN LINK FENCE   
WOOD FENCE   
METER   
SANITARY SEWER MANHOLE   
POWER POLE 

## PREPARED BY:

COASTAL LAND SOLUTIONS, INC.  
577 SECOND STREET  
ENCINITAS, CA 92024  
760-230-6025

DATE OF SURVEY: JUNE-JULY 2019

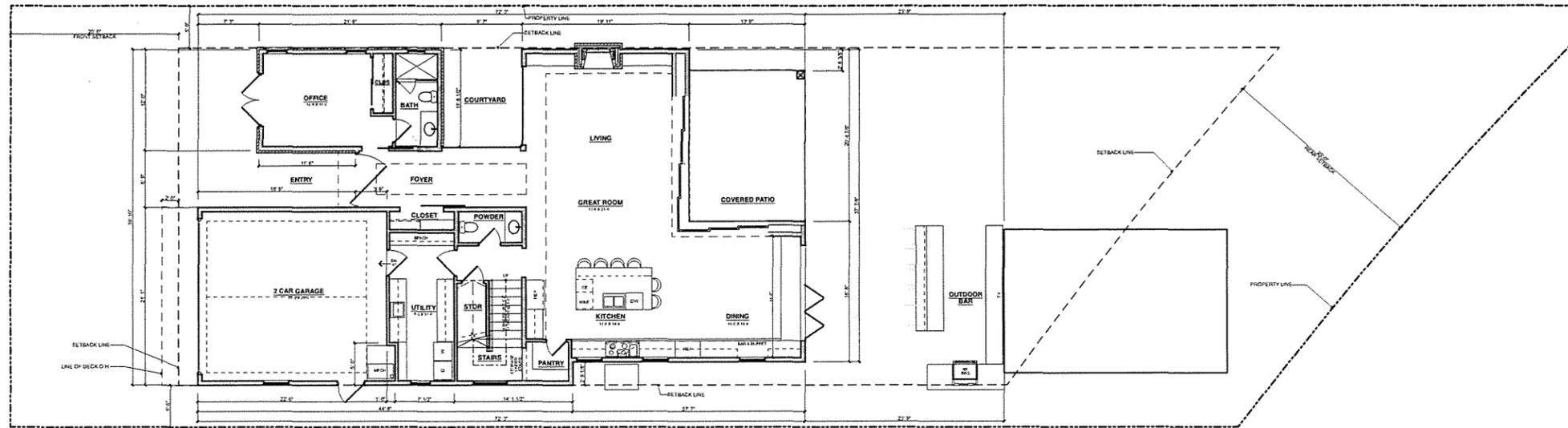
  
SEAN C. ENGLERT, LS 7959 DATE



CLS#1625  
COASTAL LAND SOLUTIONS, INC.  
577 SECOND STREET  
ENCINITAS, CA 92024  
PH (760) 230-6025  
FAX (760) 230-6026

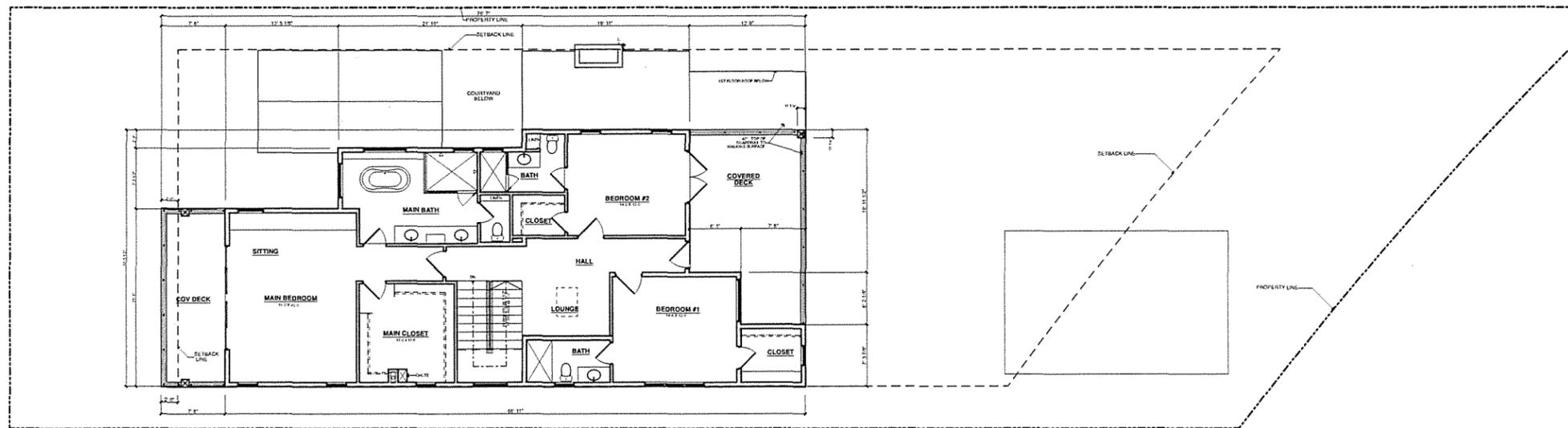


**BLAKELY RESIDENCE**  
211 OCEAN STREET  
SOLANA BEACH, CA. 92075



**FIRST FLR PLAN**

SCALE: 1/8" = 1'-0"



**SECOND FLR PLAN**

SCALE: 1/8" = 1'-0"

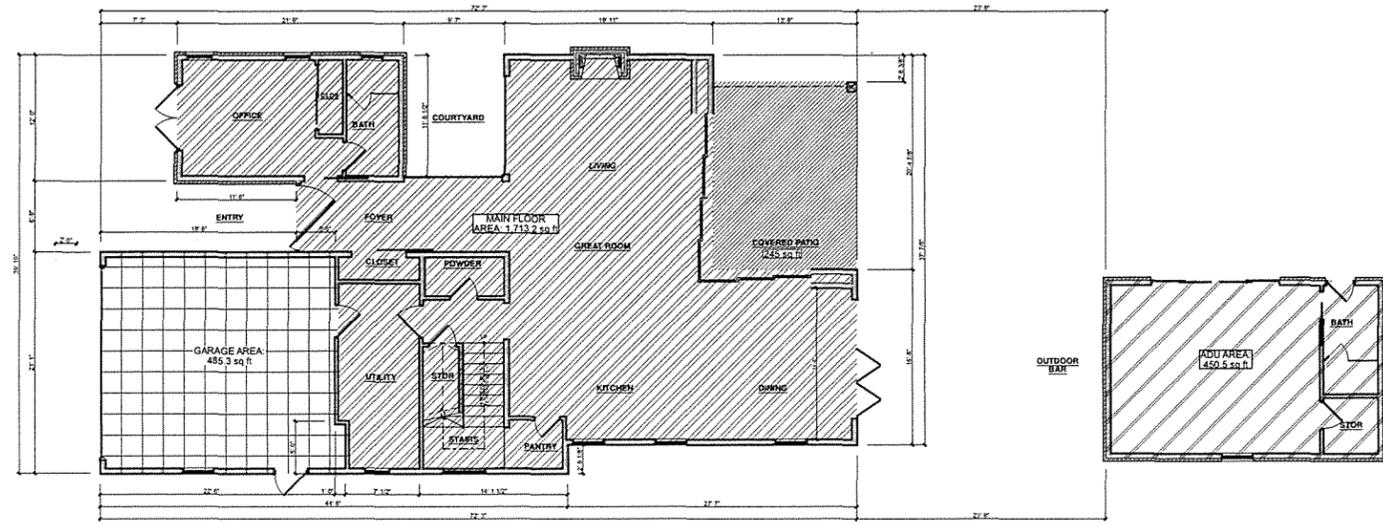


**FRIEHAUF ARCHITECTS**  
341 South Cedros Avenue, Suite D  
Solana Beach, California, 92075  
858.792.6116 Tel  
frieaufinc@sbcglobal.net

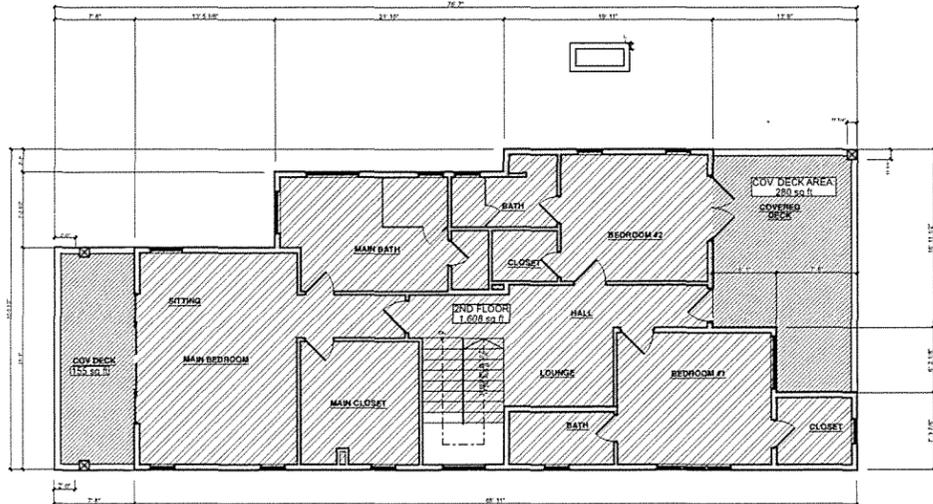
DATE:

MAR 18, 2021  
MAY 6, 2021  
JUNE 18, 2021  
OCT 21, 2021  
DEC 17, 2021

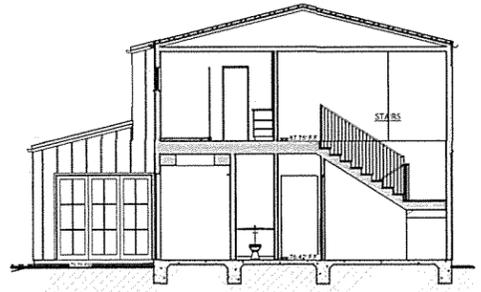
SHEET NO.



**Main Floor AREA**  
SCALE: 1/8" = 1'-0"



**2nd Floor AREA**  
SCALE: 1/8" = 1'-0"



**STAIR SECTION**  
SCALE: 1/8" = 1'-0"



BLAKELY RESIDENCE  
211 OCEAN STREET  
SOLANA BEACH, CA. 92075

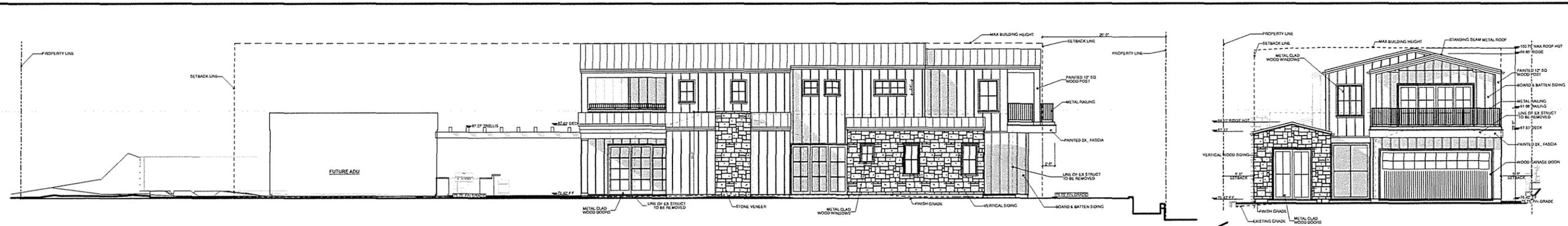
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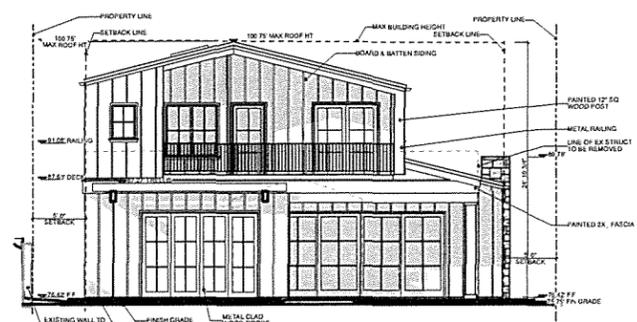
SHEET NO.

5

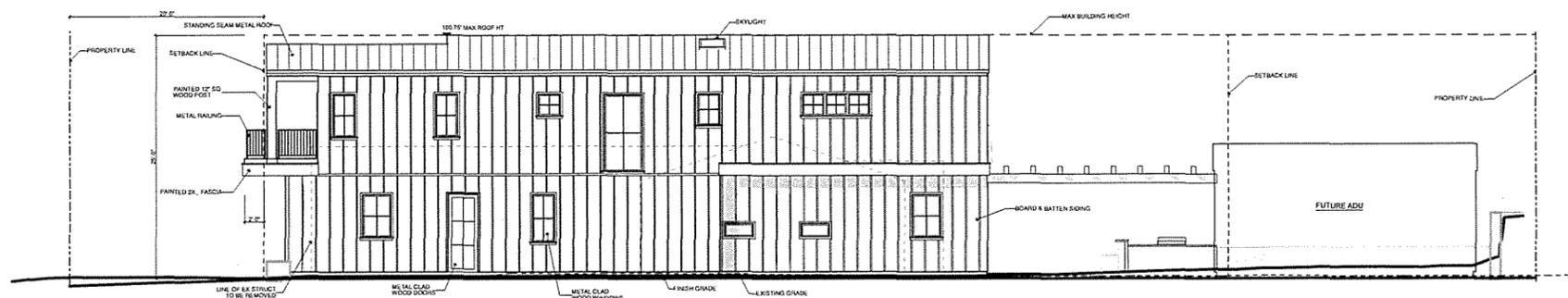


EAST ELEVATION  
SCALE: 1/8" = 1'-0"

NORTH ELEVATION  
SCALE: 1/8" = 1'-0"



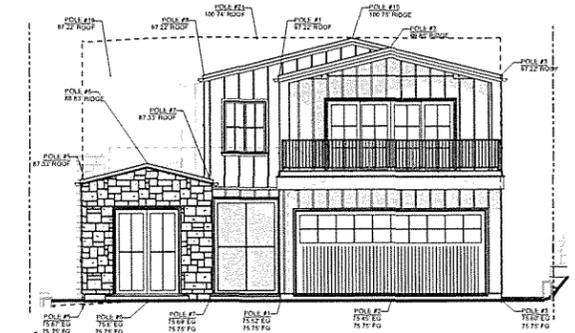
SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"



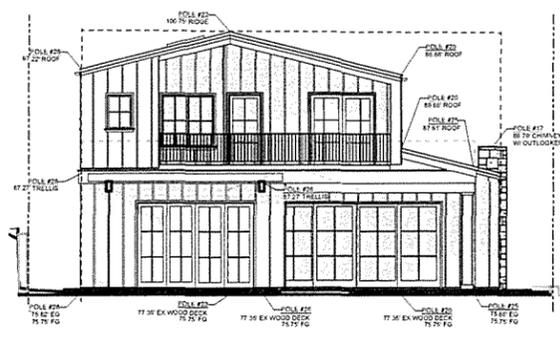
WEST ELEVATION  
SCALE: 1/8" = 1'-0"



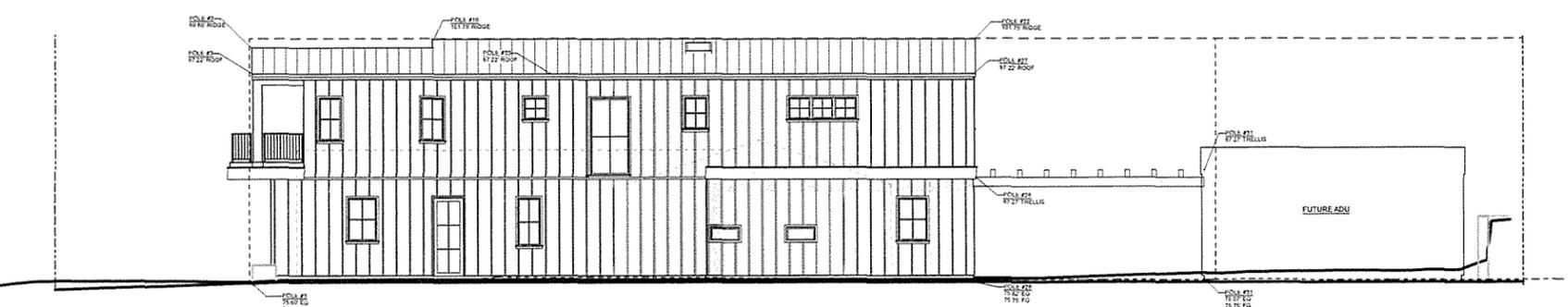
EAST ELEVATION - STORY POLE  
SCALE: 1/8" = 1'-0"



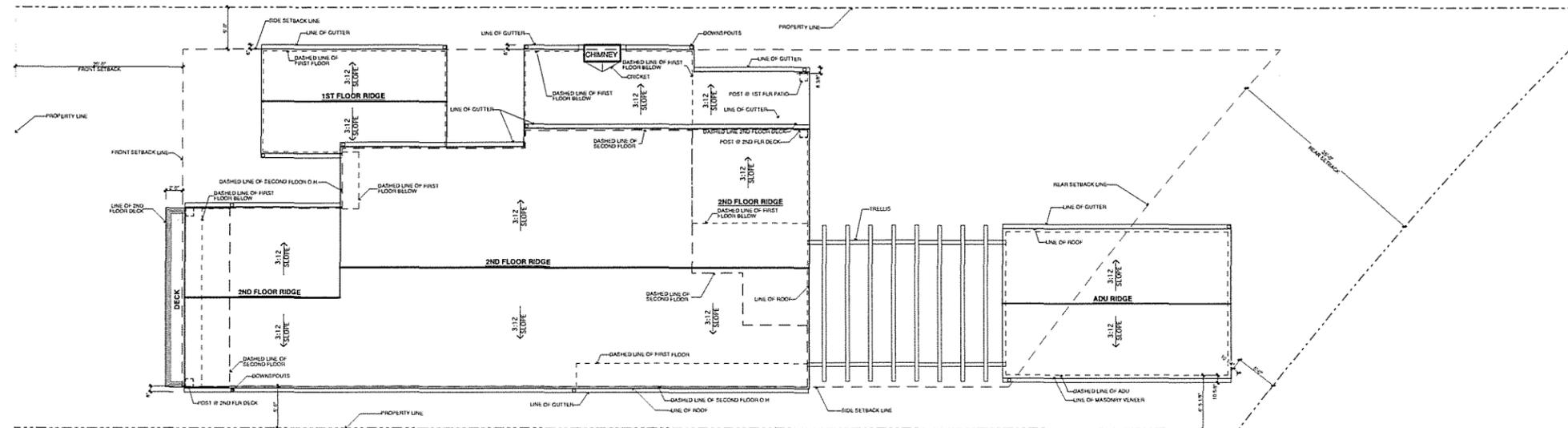
NORTH ELEVATION - STORY POLE  
SCALE: 1/8" = 1'-0"



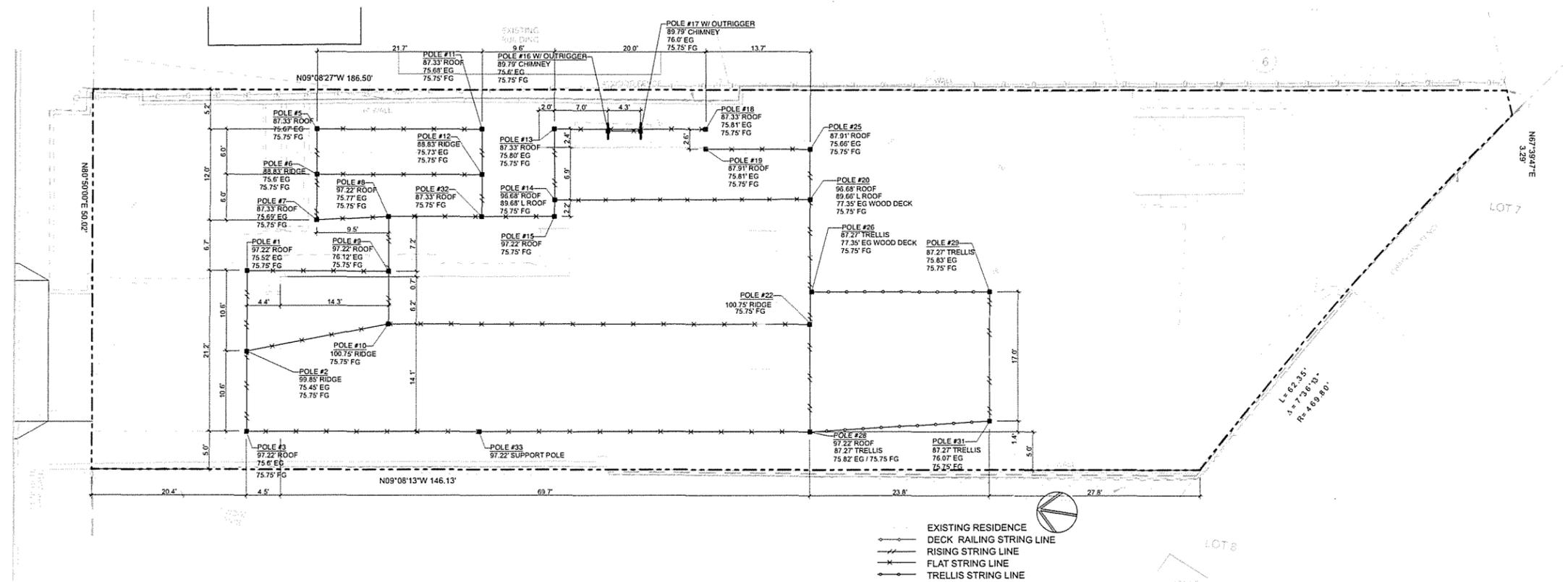
SOUTH ELEVATION - STORY POLE  
SCALE: 1/8" = 1'-0"



WEST ELEVATION - STORY POLE  
SCALE: 1/8" = 1'-0"



Roof Plan  
SCALE: 1/8" = 1'-0"



STORY POLE PLAN  
SCALE: 1/8" = 1'-0"

- EXISTING RESIDENCE
- DECK RAILING STRING LINE
- RISING STRING LINE
- FLAT STRING LINE
- TRELLIS STRING LINE

# PRELIMINARY GRADING PLAN

## GENERAL NOTES

- APPROVAL OF THIS GRADING PLAN DOES NOT CONSTITUTE APPROVAL OF VERTICAL OR HORIZONTAL ALIGNMENT OF ANY PRIVATE ROAD SHOWN HEREIN FOR PUBLIC ROAD PURPOSES.
- FINAL APPROVAL OF THESE GRADING PLANS IS SUBJECT TO FINAL APPROVAL OF THE ASSOCIATED IMPROVEMENT PLANS WHERE APPLICABLE. FINAL CURB GRADE ELEVATIONS MAY REQUIRE CHANGES IN THESE PLANS.
- IMPORT MATERIALS SHALL BE LEGALLY OBTAINED.
- A SEPARATE PERMIT FROM THE CITY ENGINEER WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT-OF-WAY.
- ALL SLOPES OVER THREE (3) FEET IN HEIGHT SHALL BE LANDSCAPED AND IRRIGATED.
- THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND LOCATION OF ALL UTILITIES BEFORE COMMENCING WORK. NOTICE OF PROPOSED WORK SHALL BE GIVEN TO THE FOLLOWING AGENCIES:  
UNDERGROUND S.A. (800)-227-2600
- A SOILS REPORT SHALL BE PROVIDED AS REQUIRED BY THE CITY OF SOLANA BEACH PRIOR TO ISSUANCE OF A GRADING PERMIT.
- APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK OR GRADING TO BE PERFORMED UNTIL THE PROPERTY OWNER'S PERMISSION HAS BEEN OBTAINED AND A VALID GRADING PERMIT HAS BEEN ISSUED.
- THE CITY ENGINEER'S APPROVAL OF THESE PLANS DOES NOT CONSTITUTE THE BUILDING OFFICIAL'S APPROVAL OF ANY FOUNDATION FOR STRUCTURES TO BE PLACED ON THE AREA COVERED BY THESE PLANS. NO WAIVER OF THE GRADING ORDINANCE REQUIREMENTS CONCERNING MINIMUM COVER OVER EXPANSIVE SOILS IS MADE OR IMPLIED.
- ALL OPERATIONS CONDUCTED ON THE PREMISES, INCLUDING THE WARMING UP, REPAIR, ARRIVAL, DEPARTURE OR RUNNING OF TRUCKS, EARTHMOVING EQUIPMENT, CONSTRUCTION EQUIPMENT AND ANY OTHER ASSOCIATED GRADING EQUIPMENT SHALL BE LIMITED TO THE PERIOD BETWEEN 7:00 a.m. AND 6:00 p.m. EACH DAY, MONDAY THROUGH FRIDAY, AND NO EARTHMOVING OR GRADING OPERATIONS SHALL BE CONDUCTED ON THE PREMISES ON SATURDAYS, SUNDAYS OR HOLIDAYS WITHOUT THE WRITTEN PERMISSION OF THE CITY ENGINEER.
- ALL MAJOR SLOPES SHALL BE ROUNDED INTO EXISTING TERRAIN TO PRODUCE A CONTOURED TRANSITION FROM CUT OR FILL FACES TO NATURAL GROUND AND ABUTTING CUT OR FILL FACES.
- NOTWITHSTANDING THE MINIMUM STANDARDS SET FORTH IN THE GRADING ORDINANCE, AND NOTWITHSTANDING THE APPROVAL OF THESE GRADING PLANS, THE PERMITTEE IS RESPONSIBLE FOR THE PREVENTION OF DAMAGE TO THE ADJACENT PROPERTY; NO PERSON SHALL EXCAVATE ON LAND SO CLOSE TO THE PROPERTY LINE AS TO ENDANGER ANY ADJOINING PUBLIC STREET, SIDEWALK, ALLEY, FUNCTION OF ANY SEWAGE DISPOSAL SYSTEM, OR ANY OTHER PUBLIC OR PRIVATE PROPERTY WITHOUT SUPPORTING AND PROTECTING SUCH PROPERTY FROM SETTLING, CRACKING, EROSION, SILTING SCOUR OR OTHER DAMAGE WHICH MIGHT RESULT FROM THE GRADING DESCRIBED ON THIS PLAN. THE CITY WILL HOLD THE PERMITTEE RESPONSIBLE FOR CORRECTION ON NON-DEDICATED IMPROVEMENTS WHICH DAMAGE ADJACENT PROPERTY.
- SLOPE RATIOS: CUT 1:2 FILL 1:2  
CUT: 30 CY FILL: 80 CY IMPORT: 50 CY  
(NOTE: A SEPARATE VALID PERMIT MUST EXIST FOR OFFSITE IMPORT OR EXPORT AREAS.)  
\*\* THE QUANTITIES ESTIMATED ABOVE ARE FOR PERMIT PURPOSES ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION BIDS. CONTRACTORS ARE RESPONSIBLE FOR THEIR OWN EARTHWORK QUANTITIES.
- SPECIAL CONDITIONS: IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED ON THE SITE OF THIS GRADING DURING GRADING OPERATIONS, SUCH OPERATIONS WILL CEASE IMMEDIATELY AND THE PERMITTEE WILL NOTIFY THE CITY ENGINEER OF THE DISCOVERY. GRADING OPERATIONS WILL NOT COMMENCE UNTIL THE PERMITTEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO.
- ALL GRADING SHOWN ON THIS PLAN SHALL BE COMPLETED AS A SINGULAR UNIT WITH NO PROVISION FOR PARTIAL RELEASES. SHOULD IT BE ANTICIPATED THAT A PORTION OF THIS PROJECT BE COMPLETED SEPARATELY, A SEPARATE PLAN AND PERMIT APPLICATION SHALL BE SUBMITTED FOR APPROVAL.
- THE CONTRACTOR SHALL NOTIFY THE CITY OF SOLANA BEACH 858.720.2470 24 HOURS BEFORE GRADING OPERATIONS BEGIN.
- FINISHED GRADING AND PLANTING SHALL BE ACCOMPLISHED ON ALL SLOPES PRIOR TO OCTOBER 1, OR IMMEDIATELY UPON COMPLETION OF ANY SLOPES GRADED BETWEEN OCTOBER 1 AND APRIL 1. PRIOR TO ANY PLANTING, ALL LANDSCAPING SHALL BE APPROVED BY THE PLANNING DEPARTMENT AT THE DEVELOPMENT REVIEW STAGE, OR BY SEPARATE LANDSCAPE PLAN.
- ALL OFF-SITE HAUL ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL 72 HOURS PRIOR TO THE BEGINNING OF WORK.
- UPON FINAL COMPLETION OF THE WORK UNDER THE GRADING PERMIT, BUT PRIOR TO FINAL GRADING APPROVAL AND/OR FINAL RELEASE OF SECURITY, AN AS-GRADED CERTIFICATE SHALL BE PROVIDED STATING: "THE GRADING UNDER PERMIT NO. SBOR-216 HAS BEEN PERFORMED IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED GRADING PLAN OR AS SHOWN ON THE ATTACHED AS-GRADED PLAN". THIS STATEMENT SHALL BE FOLLOWED BY THE DATE AND SIGNATURE OF THE CIVIL ENGINEER WHO CERTIFIES SUCH A GRADING OPERATION.
- THE CONTRACTOR SHALL DESIGN, CONSTRUCT, AND MAINTAIN ALL SAFETY DEVICES INCLUDING SHORING, AND SHALL BE RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE, AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.

## EROSION CONTROL NOTES

- STORM WATER AND NON-STORM WATER DISCHARGE CONTROL: BEST MANAGEMENT PRACTICES SHALL BE DEVELOPED AND IMPLEMENTED TO MANAGE STORM WATER AND NON-STORM WATER DISCHARGES FROM THE SITE AT ALL TIMES DURING EXCAVATION AND GRADING ACTIVITIES.
- EROSION AND SEDIMENT CONTROL: EROSION PREVENTION SHALL BE EMPHASIZED AS THE MOST IMPORTANT MEASURE FOR KEEPING SEDIMENT ON SITE DURING EXCAVATION AND GRADING ACTIVITIES. SEDIMENT CONTROLS SHALL BE USED AS A SUPPLEMENT TO EROSION PREVENTION FOR KEEPING SEDIMENT ON SITE.
- EROSION CONTROL ON SLOPES SHALL BE MITIGATED BY INSTALLING LANDSCAPING AS PER APPROVED LANDSCAPE PLANS AS REQUIRED BY THE DEVELOPMENT REVIEW CONDITIONS, OR BY TEMPORARY EROSION CONTROL CONFORMING TO THE FOLLOWING:  
NON-IRRIGATED HYDROSEED MIX WITH A FIBER MATRIX APPLIED AT 4,000 LB/ACRE.  
SEED SPECIES:  
ATRIPLIX GLAUICA  
PLANTAGE INSULARIS  
ENCELIS FARINOSA  
LOTUS SCOPARIUS  
EXCHSCHOLTZIA CALIF.
- THE TOPS OF ALL SLOPES TALLER THAN 5' SHALL BE DIKED OR TRENCHED TO PREVENT WATER FLOWING OVER CRESTS OF SLOPES.
- CATCH BASINS, DESILTING BASINS, AND STORM DRAIN SYSTEMS SHALL BE INSTALLED TO THE SATISFACTION OF THE CITY ENGINEER.
- SAND BAG CHECK DAMS, SILT FENCES, FIBER ROLLS OR OTHER APPROVED BMP'S SHALL BE PLACED IN UNPAVED AREAS WITH GRADIENTS IN EXCESS OF 2%, AS WELL AS AT OR NEAR EVERY POINT WHERE CONCENTRATED FLOW LEAVE THE SITE.
- SAND BAGS SHALL BE PLACED ON THE UPSTREAM SIDE OF ALL DRAINAGE INLETS TO MINIMIZE SILT BUILDUP IN THE INLETS AND PIPES.
- THE CONTRACTOR SHALL REPAIR ANY ERODED SLOPES AS DIRECTED BY THE OFFICE OF THE CITY ENGINEER.
- THE CONTRACTOR SHALL SWEEP ROADWAYS AND ENTRANCES TO AND FROM THE SITE ON A REGULAR BASIS TO KEEP THEM FREE OF SOIL ACCUMULATION AND AT ALL OTHER TIMES DIRECTED BY THE CITY ENGINEER.
- THE CONTRACTOR SHALL WATER SITE ON A CONTINUOUS BASIS TO MINIMIZE AIR BORNE DUST CREATED FROM GRADING AND HAULING OPERATIONS OR EXCESSIVE WIND CONDITIONS, AND AT ALL TIMES DIRECTED BY THE CITY ENGINEER.
- IN THE EVENT SILT DOES ENTER THE EXISTING PUBLIC STORM DRAIN SYSTEM, REMOVAL OF THE SILT FROM THE THE SYSTEM WILL BE DONE AT THE DEVELOPER'S EXPENSE.

## ABBREVIATIONS

CENTER LINE	CL
PROPERTY LINE	PL
INVERT ELEVATION	IE
FINISHED FLOOR	FF
FINISHED GRADE	FG
FINISHED SURFACE	FS
FLOW LINE	FL
PROPOSED ELEVATION XXX.X	(XXX.X)
EXISTING ELEVATION	ES
TOP OF STEP	TS
BOTTOM OF STEP	BS
PLANTER AREA	P.A.
TOP OF CURB	TC
TOP OF GRADE	TG
TOP OF WALL	TW
FRONT YARD SETBACK	FYSB
REAR YARD SETBACK	RYSB
SIDE YARD SETBACK	SYSB
TOP OF WALL AT FINISHED GRADE	TW@FG
BOTTOM OF WALL AT FINISHED GRADE	BW@FG
ROOF DOWN SPOUT	DS

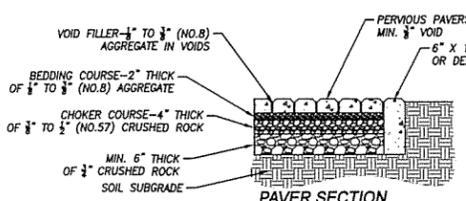
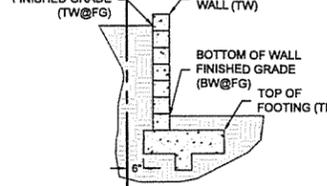
## EXISTING CONDITION

IMPERVIOUS: 4,000 SF  
PERVIOUS: 4,360 SF

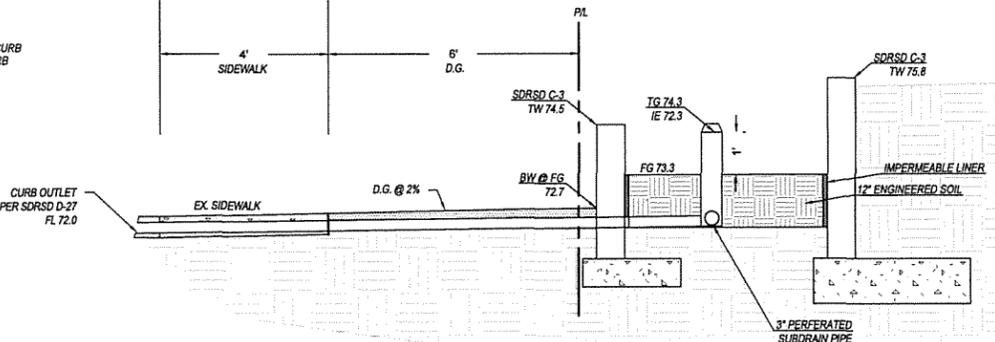
## PROPOSED CONDITION

IMPERVIOUS: 4,342 SF  
HARDSCAPE: 1,683 SF  
BUILDING: 2,208 SF  
ADU: 451 SF  
PERVIOUS: 4,018 SF  
LANDSCAPE: 1,419 SF  
PERVIOUS: 1,889 SF  
POOL: 645 SF  
BMP: 65 SF

## TYPICAL WALL CROSS SECTION



NOTE:  
-ALL AGGREGATE MUST BE CLEAN/WASHED AND FREE OF FINES (SAND, SILT, ETC.)  
-THE PAVERS SHALL NOT BE SEALED ONCE THE VOID FILLER HAS BEEN ADDED  
-EACH COURSE SHALL BE VIBROATORY COMPACTED BEFORE PLACEMENT OF NEXT COURSE  
-NO IMPERVIOUS LINER OR FILTER FABRIC IS TO BE USED  
-SPECIAL APPROVAL REQUIRED FOR USE IN HIGHLY EXPANSIVE SOIL - SUBDRAIN MAY BE REQUIRED  
\*\*CONSTRUCTION NOTE:  
-PAVERS TO BE COVERED AND PROTECTED DURING CONSTRUCTION



**LEGAL DESCRIPTION**  
LOT 14, IN BLOCK 3 OF SOLANA BEACH VISTA, IN THE CITY OF SOLANA BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL MAP THEREOF NO. 2143, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON DECEMBER 17, 1928.

**A.P.N.:** 263-042-05

**SITE ADDRESS:** 211 OCEAN STREET  
SOLANA BEACH, CA 92075

**OWNER/PERMITTEE:** FORD AND CASSIE BLAKELY  
211 OCEAN STREET  
SOLANA BEACH, CA 92075

**TOPOGRAPHIC SURVEY:** COASTAL LAND SOLUTIONS  
(760)230-6025

**WORK TO BE DONE**  
THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE LATEST EDITIONS OF:

**STANDARD SPECIFICATIONS**  
(1) STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION INCLUDING THE REGIONAL SUPPLEMENTAL AMENDMENTS.  
(2) CALIFORNIA DEPARTMENT OF TRANSPORTATION "MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES"  
(3) STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS

**STANDARD DRAWINGS**  
(1) SAN DIEGO REGIONAL STANDARD DRAWINGS  
(2) STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD PLANS

**LEGEND**

ITEM DESCRIPTION	SYMBOL
PROPERTY LINE	---
CENTERLINE OF ROAD	---
PROPOSED SETBACKS	---
PROPOSED HARDSCAPE PER LANDSCAPE ARCHITECT PLANS	---
PROPOSED CONTOUR LINE	---
EXISTING CONTOUR LINE	---
PROPOSED MASONRY RETAINING WALL PER PLAN	---
EXISTING MASONRY RETAINING WALL	---
PROPOSED DECOMPOSED GRANITE (D.G.)	---
PROPOSED 4-INCH STORM DRAIN	---
PROPOSED ROOF DOWN SPOUT	---

**OWNER'S CERTIFICATE**  
I, \_\_\_\_\_, AS OWNER/DEVELOPER OF THE PROPERTY DESCRIBED HEREIN ACKNOWLEDGE THESE PLANS HAVE BEEN PREPARED AT MY DIRECTION WITH MY FULL CONSENT. I FULLY UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS CONTAINED HEREIN AND AS ATTACHED BY REFERENCE ON THIS GRADING PLAN.  
IT IS AGREED THAT FIELD CONDITIONS MAY REQUIRE CHANGES TO THESE PLANS.  
IT IS FURTHER AGREED THAT THE OWNER (DEVELOPER) SHALL HAVE A REGISTERED CIVIL ENGINEER MAKE SUCH CHANGES, ALTERATIONS OR ADDITIONS TO THESE PLANS WHICH THE CITY ENGINEER DETERMINES ARE NECESSARY AND DESIRABLE FOR THE PROPER COMPLETION OF THE IMPROVEMENTS.  
I FURTHER AGREE TO COMMENCE WORK ON ANY IMPROVEMENTS SHOWN ON THESE PLANS WITHIN EXISTING CITY RIGHT-OF-WAY WITHIN 60 DAYS OF THE CONSTRUCTION PERMIT AND TO PURSUE SUCH WORK ACTIVELY ON EVERY NORMAL WORKING DAY UNTIL COMPLETED, IRRESPECTIVE AND INDEPENDENT OF ANY OTHER WORK ASSOCIATED WITH THIS PROJECT OR UNDER MY CONTROL.

FORD AND CASSIE BLAKELY  
211 OCEAN STREET  
SOLANA BEACH, CA 92075

DATE

**DECLARATION OF RESPONSIBLE CHARGE**  
I, BRIAN M. ARDOLINO, HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS AND THE CITY OF SOLANA BEACH RESOLUTION No. 2007-170.  
I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SOLANA BEACH IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME OF RESPONSIBILITIES FOR PROJECT DESIGN.

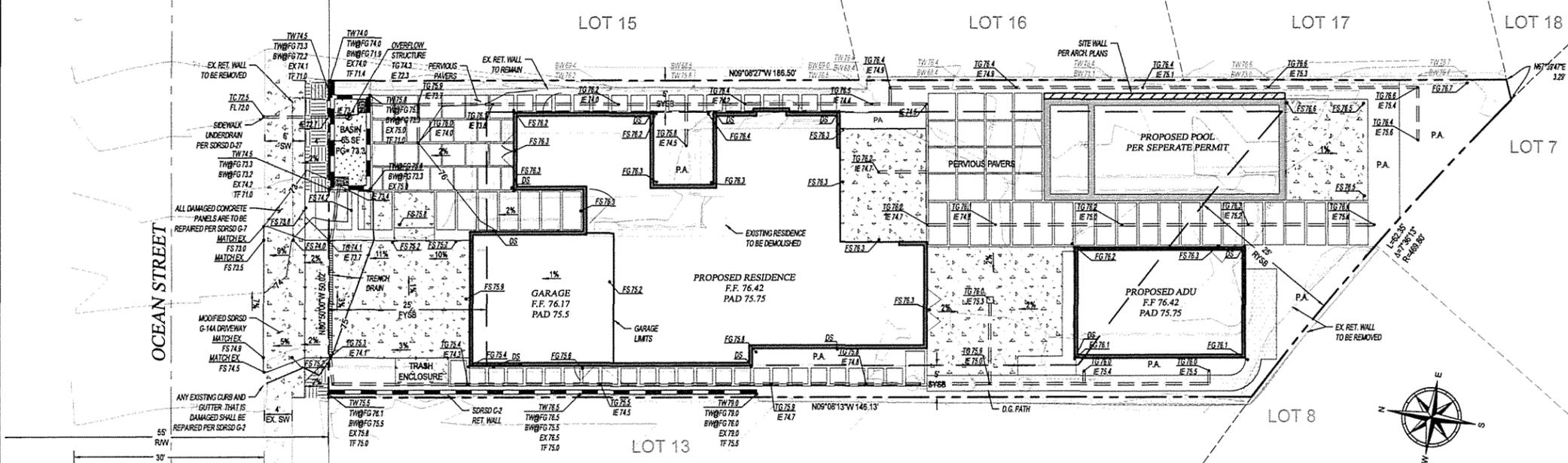
BY: BRIAN ARDOLINO  
R.C.E. No. 71651 EXP 12/31/2021  
PASCO LARET SUTNER & ASSOCIATES

NO. 71651  
Exp. 12/31/21  
CIVIL ENGINEER  
STATE OF CALIFORNIA

**ADU EARTHWORK QUANTITIES:**  
SITE GRADING: 0 CY  
EXCAVATION FOR FOOTINGS: 0 CY  
REMOVAL & RECOMPACTION (UNDER STRUCTURE): 16 CY  
TOTAL GRADING: 21 CY  
TOTAL EXPORT: 5 CY

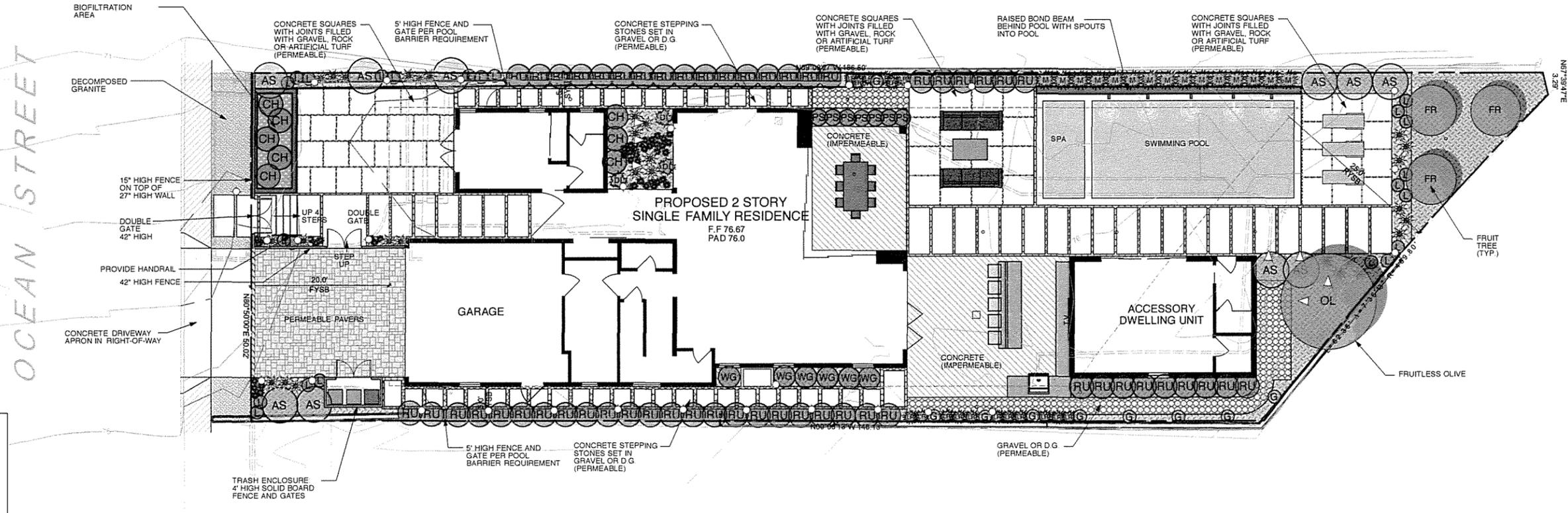
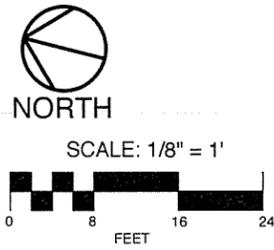
**EARTHWORK QUANTITIES:**  
SITE GRADING (OUTSIDE OF STRUCTURE): 0 CY  
CUT: 30 CY  
FILL: 80 CY  
EXCAVATION FOR FOOTINGS: 5 CY  
REMOVAL & RECOMPACTION (UNDER STRUCTURE): 100 CY  
TOTAL GRADING (CUT AND FILL OUTSIDE & BELOW STRUCTURE): 215 CY  
TOTAL IMPORT: 50 CY

\* EARTHWORK QUANTITIES ARE ESTIMATED FOR PERMIT PURPOSES ONLY AND REPRESENT COMPACTED (IN PLACE) VOLUMES ONLY. THESE VALUES ARE CALCULATED ON A THEORETICAL BASIS. ACTUAL QUANTITIES MAY VARY DUE TO OBSERVED SHRINKAGE AND/OR SWELL FACTORS.



PRELIMINARY GRADING PLAN  
SCALE: 1" = 10'

ENGINEER OF WORK SEL By: <i>Brian Ardolino</i> Name: BRIAN ARDOLINO R.C.E. 71651 Exp: 12/31/21	CITY APPROVED CHANGES	APP'D DATE	RECOMMENDED FOR APPROVAL By: _____ Review Engineer Date: _____	APPROVED FOR CONSTRUCTION By: _____ City Engineer R.C.E. Date: _____	BENCH MARK DESCRIPTION: "ENC-43" PER SOLANA BEACH SURVEY CONTROL LOCATION: 0.2 MILE NORTH OF SOLANA VISTA DR. ON THE E. SIDE OF SB HWY 101, 6FT WEST OF CARDBOY BY THE SEA SIGN. RECORD FROM: ROS NO. 18921 ELEV. 74.670' DATUM: NGVD 88	CITY OF SOLANA BEACH 211 OCEAN STREET	DRAWING NO. DRP 21-004 SDP 21-004 SHEET 1 OF 1
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**LOW VOLTAGE LIGHTING**

- ▲ SPOTLIGHT UPLIGHTING TREE  
FX LUMINAIRE VS UPLIGHT - 6 LEDS (WITH GROUND SPIKE)  
10 WATT - NATURAL BRASS/COPPER FINISH
- ◇ BRASS WALKWAY DOWNLIGHT - FX LUMINAIRE HC  
- NATURAL COPPER - 2 WATT LED

**PLANT LEGEND**

SYMBOL	DESCRIPTION	MATURE HEIGHT	WATER USE	MIN. SIZE	QUANTITY
AS	ACCA (FEIJOA) SELLOWIANA - PINEAPPLE GUAVA	18'-25'	LOW	5 GAL.	10
●	AEONIUM 'SUNBURST' - SUNBURST AEONIUM	2'	LOW	1 GAL.	44
☼	ALOE STRIATA - GHOST ALOE	2'	LOW	5 GAL.	29
CH	CHONDRPETALUM TECTORUM - CAPE RUSH	3'	LOW	5 GAL.	8
☼	DIANELLA 'LITTLE REV'	2'	LOW	1 GAL.	17
☼	DIETES BICOLOR - FORTNIGHT LILY	2'	LOW	5 GAL.	3
Ⓛ	LIMONIUM PEREZII - STATICE	2'	LOW	1 GAL.	23
☼	MUHLENBERGIA RIGENS - DEER GRASS	3'	LOW	5 GAL.	15
RU	RHAPHIOLEPIS UMBELLATA 'MINOR' - DWARF YEDDO	4'	LOW	5 GAL.	54
WG	WESTRINGIA 'GRAY BOX' - COAST ROSEMARY	2'-3'	LOW	5 GAL.	6
Ⓞ	BOUGAINVILLEA BARBARA KARST' ESPALLIER ONTO WALL/FENCE	30'	LOW	5 GAL.	9
OL	OLEA 'SWANN HILL' - FRUITLESS OLIVE	20'-35'	LOW	36" BOX MULTI	1
FR	FRUIT TREE - DWARF MEYER LEMON BEARRS LIME NAVEL ORANGE	8'-10'	SLA	15 GAL.	3
PS	PITTIOSPORUM 'SILVER SHEEN' KOHUUHU	12'-15'	MOD	15 GAL.	7
	MULCHED SHRUB AREA BARK OR ROCK MULCH - 3" DEPTH			1 GAL.	16" O.C.
	BIOBASIN: CAREX TUMILICOLA - BERKELEY SEDGE WITH REINFORCED RICE STRAW MATTING ON SIDES PLANTING AND REINFORCED STRAW MATTING SHALL BE INSTALLED ON ALL SIDE SLOPES OF THE BIO-BASIN.				



**ESTIMATED TOTAL WATER USE (ETWU) WORKSHEET**

The project's Estimated Total Water Use is calculated using the following formula:

$$ETWU = (ETo)(0.62) \left( \frac{PF \times HA}{IE} + SLA \right)$$

- ETWU = Estimated total water use per year (gallons per year)
- ETo = Evapotranspiration rate (inches per year)
- PF = Plant Factor from WUCOLS (see Definitions)
- HA = Hydro-zone Area (square feet). Define hydro-zones by water use: very low, low, moderate and high
- SLA = Special Landscape Area (square feet). Edible plants, irrigated with recycled water, & turf used for active play
- 0.62 = Conversion Factor (to gallons per square foot)
- IE = Irrigation Efficiency

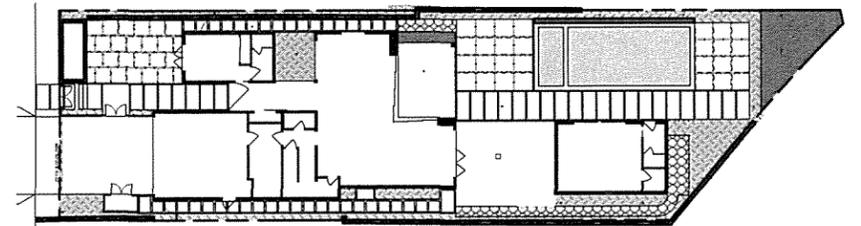
Line	Hydro-zone Number (1 - 4 Below - use as many tables as necessary to complete all hydrozones)				SLA
	1	2	3	4	
Evapotranspiration Rate (ETo) See 'A' below	Use 41 (west of I-5) / 17 (east of I-5)				
Conversion Factor - 62	0.62				
(Line 1 x Line 2)	25.42 (west of I-5) / 29.14 (east of I-5)				
Plant Factor (PF) See 'B' below	0.3	0.6	1.0		
Hydrozone Area (HA) - in square feet	1,361	35	492		264
(Line 4 x Line 5)	408.3	21	492		
Irrigation Efficiency (IE) See 'C' below	0.81	0.81	1.00		
(Line 6 - Line 7)	504	26	492		
TOTAL of all Line 8 boxes + SLA	1,286				
Line 3 x Line 9	32,690 gallons per year				
Estimated Total Water Use - ETWU (gallons per year)	32,690 gallons per year				
Total shall not exceed MAWA below					
A - Evapotranspiration rate = 41 (west of I-5) / 17 (east of I-5)		B - Plant Factor - Use WUCOLS values to determine the category for each species used. The highest water use PF must be used when more than one PF is shown in a hydrozone.		C - Irrigation Efficiency	
ETo = 41 (west of I-5) / 17 (east of I-5)		PF = 0.3 (Very Low Water Use Plants) / 0.6 (Low Water Use Plants) / 1.0 (Moderate Water Use Plants) / 1.0 (High Water Use Plants)		IE = 0.81 (Sprinkler) / 0.81 (Drip) / 1.0 (Micro-sprinkler) / 1.0 (Other)	

**MAXIMUM APPLIED WATER APPLICATION (MAWA) calculation:**

$$\frac{25.42}{25.42 \text{ or } 29.14} \left[ (ETAF \times \frac{2,152}{\text{Total Landscape Area}}) + (1-ETAF \times \frac{264}{\text{Total SLA}}) \right] = \text{MAWA} = 33,107 \text{ gallons}$$

Evapotranspiration adjustment factor (ETAF) use .55 residential, .45 non-residential

**HYDROZONES**



SYMBOL	ZONE	VEG. TYPE	WATER USE	PLANT FACTOR	AREA SQ. FT.	IRRIGATION TYPE	IRRIGN. EFFIC.
■	#1	TREES/SHRUBS	LOW	0.3	1,361	DRIP	0.81
■	#2	SHRUBS	MOD	0.6	35	DRIP	0.81
■	#3	POOL	WATER FEATURE	1.0	492	FILLER PIPE	1.00
■	#4	CITRUS	SLA	SLA	264	DRIP	SLA
TOTAL:					2,152		

**LANDSCAPE ARCHITECT'S CERTIFICATION**

I am familiar with the requirements for landscape and irrigation plans contained in the City's Water Efficient Landscape Regulations. I have prepared this plan in compliance with those regulations and the Landscape Design Manual. I certify that the plan implements those regulations to provide efficient use of water.

*George Mercer*  
 GEORGE MERCER RLA #4055  
 10/20/21  
 DATE



COASTAL COMMISSION PERMIT NO. X-XX-XXXX-X

GMA # 21-003

LANDSCAPE ARCHITECT OF WORK

CITY OF SOLANA BEACH

DRAWING NO.

GM  
 By *George Mercer* Date: 10/20/21  
 Name: GEORGE MERCER  
 License # 4055 Exp 4/30/23

LANDSCAPE PLAN FOR:

**BLAKELY RESIDENCE**  
 211 OCEAN STREET

**SBGR-XXXL**

APN: 263-191-09-00

SHEET 1 OF 1



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** November 10, 2021  
**ORIGINATING DEPT:** Community Development Department  
**SUBJECT:** **Public Hearing: Request for a DRP and SDP to Demolish a Single-Family Residence, Construct a Replacement Two-Story, Single-Family Residence with an Attached Two-Car Garage, and Perform Associated Site Improvements at 211 Ocean St. (DRP21-004/SDP21-004; Applicants: Ford and Cassie Blakely; APN: 263-042-05; Resolution 2021-128)**

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## **BACKGROUND:**

The Applicants, Ford and Cassie Blakely, are requesting City Council approval of a Development Review Permit (DRP) and Structure Development Permit (SDP) to demolish a single-family residence, construct a replacement two-story, single-family residence with an attached two-car garage, and perform associated site improvements at 211 Ocean Street. The 8,360 square-foot lot is located within the Medium Residential (MR) Zone and the Scaled Residential Overlay Zone (SROZ).

The project proposes grading in the amounts of 30 cubic yards of cut for footings, 80 cubic yards of fill, 5 cubic yards of excavation for footings, 100 cubic yards of removal and recompaction, for an aggregate of 215 cubic yards of grading, and 50 cubic yards of import. The maximum building height is proposed at 25.00 feet above the existing grade with the highest point of the residence at 100.75 MSL. The project meets two thresholds for the requirement of a DRP, including: 1) construction in excess of 60 percent of the maximum allowable floor area and 2) construction of a second story that exceeds 35% of the floor area of the first floor. The project requires a SDP because the proposed development exceeds 16 feet in height above the existing grade.

The issue before the Council is whether to approve, approve with conditions, or deny the Applicants' request as contained in Resolution 2021-128 (Attachment 1).

## **DISCUSSION:**

The subject property fronts the south side of Ocean Street and is located one property to

<b>CITY COUNCIL ACTION:</b> Approved 5/0 to continue hearing until 01/12/2022
_____
_____

AGENDA ITEM # B.1.

**ATTACHMENT 3**

the west of the southwest corner of the North Acacia Avenue and Ocean Street intersection. Ocean Street inclines steeply from the North Acacia Avenue intersection westward to Pacific Avenue at the top of the coastal bluff. The properties along Ocean Street step with the grade. The topography of the subject property is relatively flat; however, there are existing retaining walls along the side property lines. The building pad of the subject property is approximately 10 feet higher than the property located immediately to the east and approximately two feet lower than the lower building pad of the recently developed split-level property located immediately to the west.

The subject lot is surrounded on all sides by residential properties that are located within the Medium Residential (MR) Zone and are developed with one- and two-story homes. The lot is currently developed with a single-story, single-family residence with an attached garage. The Applicants propose to demolish the existing residence to construct a 3,410 square-foot replacement two-story, single-family residence, and perform associated site improvements including grading, a pool and spa, hardscape, fencing, and landscaping. The project plans are provided in Attachment 2.

Table 1 (below) provides a comparison of the Solana Beach Municipal Code (SBMC) applicable zoning regulations with the Applicant's proposed design.

<b>Table 1</b>			
<b>LOT INFORMATION</b>			
<b>Property Address:</b>	211 Ocean Street	<b>Zoning Designation:</b>	MR (5-7 du/ac)
<b>Lot Size (Net):</b>	8,360 sf.	<b># of Units Allowed:</b>	1 SFR, 1 ADU, 1 JADU
<b>Max. Allowable Floor Area:</b>	3,413 sf.	<b># of Units Requested:</b>	1 SFR, 1 ADU
<b>Proposed Floor Area:</b>	3,411 sf.		
<b>Below Max. Floor Area by:</b>	2 sf.	<b>Setbacks:</b>	<b>Required</b> <b>Proposed</b>
<b>Max. Allowable Height:</b>	25 ft.	Front (N)	20 ft.      22 ft.
<b>Max. Proposed Height:</b>	25.00 ft.	Interior Side (W)	5 ft.      5 ft.
<b>Highest Point/Ridge:</b>	100.75 MSL	Interior Side (E)	5 ft.      5 ft.
<b>Overlay Zone(s):</b>	SROZ	Rear (S)	25 ft.      58 ft.
<b>PROPOSED PROJECT INFORMATION</b>			
<b>Floor Area Breakdown:</b>		<b>Required Permits:</b>	
Proposed First Floor	1,713 sf.	<b>DRP:</b> A DRP is required for a structure that exceeds 60% of the maximum allowable floor area and a second story that exceeds 40% of the first floor.	
Proposed Second Floor	1,613 sf.		
Proposed First Floor Garage	485 sf.		
Subtotal:	3,811 sf.	<b>SDP:</b> A SDP is required for a new structure that exceeds 16 feet in height from the existing grade.	
Required Parking Exemption:	- 400 sf.		
<b>Total Floor Area:</b>	<b>3,411 sf.</b>		
<b>Proposed Grading:</b> 30 CY of cut and 80 CY of fill, 5 CY of excavation for footings, 100 CY of removal and recompaction, an aggregate of 215 CY of grading, and 50 CY of import			
<b>Proposed Parking:</b> Attached 2-Car Garage		<b>Existing Development:</b>	
<b>Proposed Fences and Walls:</b> Yes		Single-story, single-family residence with an attached garage to be demolished	
<b>Proposed Accessory Dwelling Unit:</b> Yes; not subject to discretionary review			
<b>Proposed Accessory Structure:</b> No			

Development Review Permit Compliance (SBMC Section 17.68.40):

The following is a discussion of the findings for a DRP as each applies to the proposed project as well as references to recommended conditions of approval contained in Resolution 2021-128. The Council may approve, or conditionally approve, a DRP only if all of the findings listed below can be made:

1. The proposed development is consistent with the general plan and all applicable requirements of the zoning ordinance including special regulations, overlay zones, and specific plans.
2. The proposed development complies with the development review criteria.
3. All required permits and approvals issued by the city, including variances, conditional use permits, comprehensive sign plans, and coastal development permits have been obtained prior to or concurrently with the development review permit.
4. If the development project also requires a permit or approval to be issued by a state or federal agency, the city council may conditionally approve the development review permit upon the Applicants obtaining the required permit or approval from the other agency.

If the above findings cannot be made, the Council shall deny the DRP.

In addition to meeting zoning requirements, the project must also be found in compliance with development review criteria. The following is a discussion of the applicable development review criteria as they relate to the proposed project.

**Relationship with Adjacent Land Uses:**

The property is located within the MR Zone. The surrounding neighborhood is also located in the MR Zone and consists of a mix of properties that are one- and two-story, single-family residences. The project site is currently developed with a single-story, single-family residence with an attached garage.

The project, as designed, is consistent with the permitted uses for the MR Zone as described in SBMC Sections 17.20.010 and 17.12.020, which permits one single-family residence and one Accessory Dwelling Unit (ADU) per lot. The property is designated Medium Density Residential in the General Plan and intended for single- and multi-family residential development with a maximum density of five to seven dwelling units per acre. The proposed development could be found to be consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

The property is not located within any of the City's Specific Plan areas; however, it is located within the boundaries of the SROZ and within the Coastal Zone. The project has been evaluated, and could be found to be in conformance with, the regulations of the SROZ. 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 Building or Grading Permits.

### **Building and Structure Placement:**

The Applicants are proposing to construct a replacement two-story, single-family residence with an attached two-car garage. The location of the existing driveway would be maintained along the western side of the property with access from Ocean Street to the proposed 485 square-foot two-car garage. A screened trash enclosure would be located on the west side of the driveway. A gated walkway would provide pedestrian access from Ocean Street through the center of the property to the main entrance. The southern portion of the front yard would include an uncovered patio and a vegetated biofiltration area to support onsite drainage. Private walkways would be provided along both the western and eastern sides of the residence to access the rear yard.

The replacement residence would be located in the western portion of the buildable area with portions of the second floor stepped back from the eastern side of the property by varying dimensions. The 1,713 square-foot first floor living area would include an open-concept kitchen, living, and dining room, an office (bedroom) with a private bathroom, a pantry, a powder room, and a utility room with access to the garage. The first floor would open to both an uncovered courtyard, a covered patio, and the rear yard. The 1,613 square-foot second floor living area would include a main bedroom suite with a partially covered deck located on the north (front) side of the residence and two bedrooms with private bathrooms and decks on the south (rear) side of the residence. The deck located off of Bedroom #2 on the southeastern side of the residence would be covered and also have access from the internal hallway. The deck located off of Bedroom #1 on the southwestern side of the residence would be uncovered. All proposed exterior areas, including the courtyard, patio, and decks would be exempt from floor area.

Exterior improvements proposed on the south (rear) side of the residence include a barbeque counter and bar seating, a pool and spa, and landscape and hardscape areas. The Applicants are also proposing a detached single-story ADU of 450 square feet located in the southwest corner of the property and partially within the rear yard setback. It should be noted that the detached ADU is not subject to discretionary review, pursuant to SBMC Section 17.20.040(D), and has been shown voluntarily on the project plans. The surrounding yard improvements, however, would be accessible by the tenants of both the ADU and primary residence and, therefore, are subject to the discretionary review.

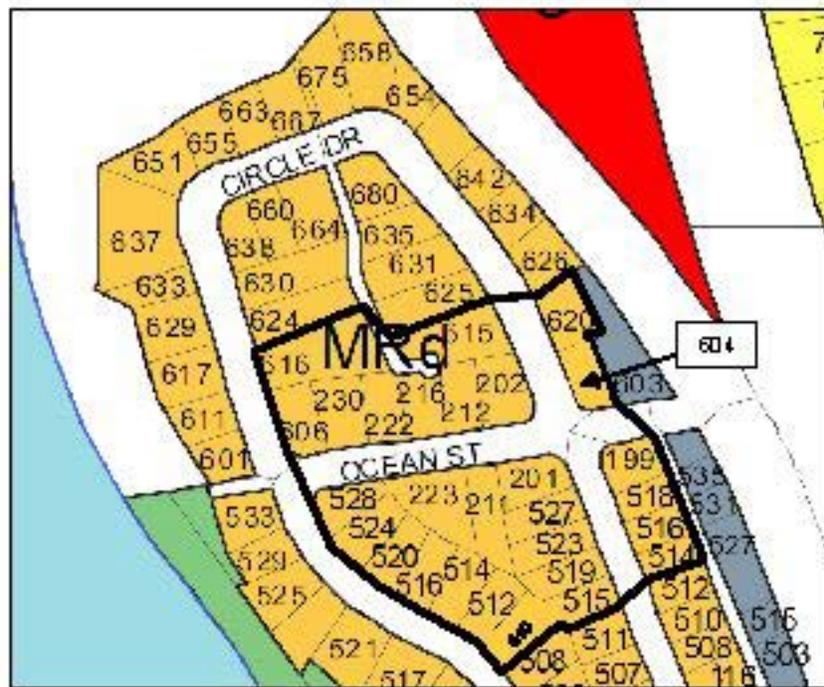
The total proposed floor area would be 3,411 square feet, which is 2 square feet below the maximum allowable floor area for the 8,360 square-foot lot. The maximum floor area calculation for this project is as follows:

0.500 for first 6,000 ft <sup>2</sup>	3,000 SF
0.175 for 6,001 to 15,000 ft <sup>2</sup>	413 SF
<u>Total Allowable Floor Area:</u>	<u>3,413 SF</u>

The proposed project, as designed, would meet the minimum required setbacks, provide the required off-street parking, and would be below the maximum allowable floor area for the property.

**Neighborhood Comparison:**

Staff compared the proposed project to 27 other properties within the surrounding area. This area includes properties along Pacific Avenue, Ocean Street and Circle Drive as shown on the following map:



The properties evaluated in this comparison are located in the MR Zone. The existing homes range in size from 561 square feet to 5,000 square feet, according to the County Assessor records. It should be noted that the County Assessor does not include the garage, covered patio area, or accessory building area in the total square footage. However, the County Assessor does include finished basements, which the City does not. Accordingly, the building area of the proposed project has been calculated for comparison purposes by deleting the area of the existing and proposed garages as follows:

Project Gross Building Area:	3,811 SF
Delete Garage:	- 485 SF
<u>Project Area for Comparison to Assessor's Data:</u>	<u>3,326 SF</u>

Table 2 (on the following page) is based upon the County Assessor's data and SanGIS data. It contains neighboring lot sizes, the square footage of existing development, and the maximum allowable square footage for potential development on each lot.

#	Property Address	Lot Size in ft <sup>2</sup> (GIS)	Existing ft <sup>2</sup> Onsite (Assessor's)	Proposed / Recently Approved ft <sup>2</sup>	Max. Allowable ft <sup>2</sup>	Zone
1	620 E CIRCLE DR	8,000	1,602		3,350	MR
2	604 E CIRCLE DR	6,500	1,498		3,088	MR
3	616 W CIRCLE DR	14,900	2,409		4,558	MR
4	606 W CIRCLE DR	7,100	2,924		3,193	MR
5	230 OCEAN ST	7,100	3,161		3,193	MR
6	222 OCEAN ST	6,700	3,141		3,123	MR
7	216 OCEAN ST	5,800	4,089 <sup>1</sup>		2,900	MR
8	212 OCEAN ST	6,600	1,452		3,105	MR
9	202 OCEAN ST	10,900	2,016		3,858	MR
10	615 E CIRCLE DR	12,000	2,913		4,050	MR
11	528 PACIFIC AVE	5,963	2,647		2,982	MR
12	524 PACIFIC AVE	6,800	4,897 <sup>2</sup>		3,140	MR
13	520 PACIFIC AVE	6,800	4,481 <sup>2</sup>		3,140	MR
14	223 OCEAN ST	12,679	4,036		4,169	MR
<b>15</b>	<b>211 OCEAN ST</b>	<b>8,300</b>	<b>1,259</b>	<b>3,326</b>	<b>3,403</b>	<b>MR</b>
16	201 OCEAN ST	6,600	1,897	3,217	3,105	MR
17	527 N ACACIA AVE	6,700	884		3,123	MR
18	523 N ACACIA AVE	6,750	1,016		3,131	MR
19	519 N ACACIA AVE	6,400	2,145		3,070	MR
20	515 N ACACIA AVE	6,200	3,866		3,035	MR
21	510 PACIFIC AVE	6,600	2,447		3,105	MR
22	512 PACIFIC AVE	6,700	1,414		3,123	MR
23	514 PACIFIC AVE	6,600	1,542		3,105	MR
24	516 PACIFIC AVE	6,700	1,827		3,123	MR
25	199 OCEAN ST	6,700	2,733		3,123	MR
26	514 N ACACIA AVE	5,000	3,046 <sup>2</sup>		2,500	MR
27	516 N ACACIA AVE	4,900	1,230		2,450	MR
28	518 N ACACIA AVE	4,900	2,730		2,450	MR

- <sup>1</sup> This structure exceeds the maximum allowable floor area for the lot because the square footage provided by the Assessor includes a basement, which is exempted in the City's maximum floor area calculation.
- <sup>2</sup> These structures exceed the maximum allowable floor area for the lot because they were constructed prior to the adoption of the SROZ, which reduced the maximum allowable floor area.

## **Fences, Walls and Retaining Walls:**

Within the front yard setback area, SBMC Section 17.20.040(O) allows fences and walls, or any combination thereof, to be no higher than 42 inches in height as measured from existing grade, except for an additional two feet of fence that is at least 80% open to light. However, one walkway feature up to a maximum height of 6 feet provided 50% of the area is open to light and air and one driveway architectural feature up to a maximum height of 10 feet provided at least 50% of the area is open to light and air are permitted for each lot. Fences, walls and retaining walls located within the rear and interior side yards are allowed to be up to six feet in height with an additional 2 feet that is 50% open to light and air.

Existing perimeter retaining walls and fencing along the east and west property lines would be maintained with the project. New fencing and gates would be constructed to secure access to the rear yard. An existing perimeter wall adjacent to the sidewalk along the property frontage ranges in height from approximately 3 feet at the eastern property line to 3 inches at the western property line and is located within the public right-of-way. It will be removed and relocated to the front property line with construction of this project.

Currently, the plans show existing fences and walls to remain and proposed walls that comply with the requirements of SBMC 17.20.040(O) and 17.60.070(C). If the Applicants decide to modify any of the proposed fences and walls or construct additional fences and walls on the project site, a condition of project approval indicates that they would be required to be in compliance with the Municipal Code.

## **Landscape:**

The project is subject to the current water efficient landscaping regulations of SBMC Chapter 17.56. A Landscape Documentation Package is required for new development projects with an aggregate landscape equal to or greater than 500 square feet requiring a building permit, plan check or development review. The Applicants provided a conceptual landscape plan that has been reviewed by the City's third-party landscape architect, who has recommended approval. The Applicants will be required to submit a detailed construction landscape plan that will be reviewed by the City's third-party landscape architect for substantial conformance with the conceptual plan and compliance with SBMC Chapter 17.56. In addition, the City's third-party landscape architect will perform an inspection during the construction phase of the project. A separate condition has been added to require that native or drought-tolerant and non-invasive plant materials and water-conserving irrigation systems are required to be incorporated into the landscaping to the extent feasible.

## **Parking:**

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. ADU's are not required to provide an additional parking space if the site is located within one-half mile of a transit stop. The subject site is within one-half mile of multiple bus stops on Highway 101; therefore, an

additional parking space is not required. The Applicants are proposing to construct a 485 square-foot attached garage in the northwest corner of the proposed residence. The garage would be accessed by a driveway on the northwest corner of the property from Ocean Street. SBMC Section 17.08.030 indicates that required parking up to 200 square feet per parking space provided in a garage is exempt from the floor area calculation. The proposed garage will provide two 9-foot by 19-foot parking spaces that are clear of obstruction. Therefore, 400 square feet of garage area is exempt from the project's total floor area calculation.

### **Grading:**

The project proposes grading in the amounts of 30 cubic yards of cut for footings, 80 cubic yards of fill, 5 cubic yards of excavation for footings, 100 cubic yards of removal and recompaction, for an aggregate of 215 cubic yards of grading, and 50 cubic yards of import in order to create an increased building pad and consistent grade throughout the yard areas and construct drainage improvements including a bio retention basin located in the northeast portion of the front yard.

### **Lighting:**

A condition of project approval is that all new exterior lighting fixtures comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060). All light fixtures shall be shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.

### **Usable Open Space:**

The project consists of a replacement single-family residence on a developed residential lot; therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040.

### **Structure Development Permit Compliance:**

The proposed structure exceeds 16 feet in height above the existing grade, therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicants were required to complete the SDP process. The Story Pole Height Certification was certified by a licensed land surveyor on June 18, 2021, showing a maximum building height of 25.00 feet (100.75 feet above MSL) above the proposed grade. Notices were mailed to property owners and occupants within 300 feet of the project site establishing a deadline to file for View Assessment by August 12, 2021. The City received one application for View Assessment (Attachment 3) from the property owner (Asli Carome c/o Julie Hamilton, Law Office of Julie Hamilton; "Claimant") of 201 Ocean Street, which is located immediately east of the subject property.

The project was presented to the View Assessment Commission (VAC) on October 19, 2021, and the VAC made a unanimous recommendation of approval with conditions. The notice of recommendation is provided in Attachment 4. The recommended conditions

included reduction in height of the proposed chimney by 9 feet (14 feet above grade) and reduction of the vertical height up from the sill of the east-facing window above the main bedroom bathtub to 2 feet, 4 inches.

The Applicants have included the VAC's recommended conditions of approval in the project plans provided in Attachment 2. An additional change provided by the Applicants since the VAC hearing is a 12-15 foot tall hedge (*Pittosporum* "Silver Sheen") located along the eastern side of the proposed second-floor covered deck in an effort to address privacy concerns raised by the Claimant. The story pole string lines between poles 16 and 17 were lowered after the VAC hearing to reflect the reduction in chimney height. The change was within the envelope of the originally noticed story poles, therefore, a second noticing period was not required.

Following the VAC hearing, the Claimant's representative indicated disagreement with the VAC's recommendation and requested that the City Council consider the View Claim.

The City Council should consider the recommendation from VAC, the information provided by the Applicants and Claimant, and the View Assessment Ordinance (SBMC 17.63) including the definition of a "Viewing Area" and the five required findings, which are provided below:

*SBMC Section 17.63.020(I): "Viewing area" shall be that area of the structure (excluding bathrooms, hallways, garages or closets) or lot (excluding the building setback areas) where the view assessment committee, or the city council on appeal, determines the best and most important view exists. The finished floor elevation of any viewing area must be at or above existing grade adjacent to the exterior wall of the part of the building nearest to that viewing area. The determination shall be made by balancing the nature of the view to be protected and the importance of the area of the structure or lot from where the view is taken.*

*SBMC Section 17.63.040(F): Findings. In making a decision on a matter for which view assessment has been requested, the view assessment committee shall be required to make the following findings:*

- 1. The applicant for the structure development permit has made a reasonable attempt to resolve the view impairment issues with the person(s) requesting view assessment. Written evidence of a good faith voluntary offer to meet and discuss view issues, or of a good faith voluntary offer to submit the matter to mediation, is hereby deemed to be a reasonable attempt to resolve the view impairment issues.*
- 2. The proposed structure does not significantly impair a view from public property (parks, major thoroughfares, bike ways, walkways, equestrian trails) which has been identified in the city's general plan, local coastal program, or city designated viewing areas.*

3. *The structure is designed and situated in such a manner as to minimize impairment of views.*
4. *There is no significant cumulative view impairment caused by granting the application. Cumulative view impairment shall be determined by: (a) Considering the amount of view impairment caused by the proposed structure; and (b) considering the amount of view impairment that would be caused by the construction on other parcels of structures similar to the proposed structure.*
5. *The proposed structure is compatible with the immediate neighborhood character.*

A condition of approval has been added to the Draft Resolution of Approval (Attachment 1) to require that the Applicants submit a height certification prepared by a licensed land surveyor prior to the framing inspection certifying that the maximum height of the proposed addition will not exceed 25.00 feet above the proposed grade or 100.75 feet above MSL, which is the maximum proposed structure height reflected on the project plans.

The Draft Resolution of Approval (Attachment 1) reflects the Claimant's request that the City Council consider the findings of the SDP in addition to the DRP. The Draft Resolution of Approval includes the applicable SBMC sections in italicized text and the recommended conditions of approval from the Community Development, Engineering, and Fire Departments. An additional condition of approval requires that the Applicants obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of Building or Grading Permits. The Council may direct Staff to modify the Resolution to reflect the findings and conditions it deems appropriate as a result of the public hearing process. If the Council determines the project is to be denied, Staff will prepare a Resolution of Denial for adoption at a subsequent Council meeting.

#### Property Frontage and Public Right-of-Way Improvements

The existing property frontage is improved with concrete curb, gutter and four-foot wide sidewalk. At the back of the sidewalk is a low concrete wall that decreases in height from approximately 3 feet in height at the eastern property line to approximately 3 inches in height at the western property line. If approved, the Applicants will be required to remove the existing wall and construct a 6-foot wide Decomposed Granite (DG) pathway graded at 2 percent slope. The driveway approach will also be reconstructed as a condition of approval to meet Americans with Disabilities Act (ADA) standards.

In conclusion, the proposed project, as conditioned, could be found to be consistent with the Zoning regulations and the General Plan. The City Council should consider the findings to approve or deny the SDP and DRP.

**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 October 28, 2021. As of the date of preparation of this Staff Report, Staff has not received any additional correspondence from neighbors or interested parties in support of, or in opposition to, the proposed project except for the referenced correspondence from the Claimant.

**CEQA COMPLIANCE STATEMENT:**

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15303 of the State CEQA Guidelines. Class 3 consists of construction and location of limited numbers of new, small facilities or structures. Examples of this exemption include one single-family residence or second dwelling unit in a residential zone. In urbanized areas, up to three-single-family residences may be constructed or converted under this exemption.

**FISCAL IMPACT:** N/A

**WORK PLAN:** N/A

**OPTIONS:**

- Approve the project as recommended by the VAC and adopt the attached Resolution 2021-128.
- Approve the project subject to additional specific conditions necessary for the City Council to make all required findings for the approval of a SDP and DRP, including a different determination regarding the VAC recommendation.
- Deny the project if all required findings for the DRP and SDP cannot be made.

**DEPARTMENT RECOMMENDATION:**

To clarify the intent of the VAC's recommended condition of approval to preserve privacy from the east-facing window, Staff would recommend that the City Council consider the following special condition language should the project be approved:

The east-facing windows located in the bathroom of the main bedroom shall have a minimum sill height of 4.5 feet.

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

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.
2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt Resolution 2021-128 conditionally approving a DRP and SDP to demolish a single-family residence, construct a replacement two-story, single-family residence with an attached two-car garage, and perform associated site improvements at 211 Ocean Street, Solana Beach.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.

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Gregory Wade, City Manager

**Attachments:**

1. Resolution 2021-128
2. Project Plans Dated 10-26-2021
3. Carome Application for View Assessment
4. NOR from October 19, 2021 VAC Meeting

**RESOLUTION 2021-128**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A DEVELOPMENT REVIEW PERMIT AND STRUCTURE DEVELOPMENT PERMIT TO DEMOLISH A SINGLE-FAMILY RESIDENCE, CONSTRUCT A REPLACEMENT TWO-STORY, SINGLE-FAMILY RESIDENCE WITH AN ATTACHED TWO-CAR GARAGE, AND PERFORM ASSOCIATED SITE IMPROVEMENTS AT 211 OCEAN STREET, SOLANA BEACH**

**APPLICANTS: FORD AND CASSIE BLAKELY  
APPLICATION: DRP21-004/SDP21-004**

**WHEREAS**, Ford and Cassie Blakely (hereinafter referred to as “Applicants”), have submitted an application for a Development Review Permit (DRP) and Structure Development Permit (SDP) pursuant to Title 17 (Zoning) of the Solana Beach Municipal Code (SBMC); and

**WHEREAS**, the Public Hearing was conducted pursuant to the provisions of Solana Beach Municipal Code Section 17.72.030; and

**WHEREAS**, at the Public Hearing on November 10, 2021, the City Council received and considered evidence concerning the proposed application; and

**WHEREAS**, the City Council of the City of Solana Beach found the application request exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and

**WHEREAS**, this decision is based upon the evidence presented at the hearing, and any information the City Council gathered by viewing the site and the area as disclosed at the hearing.

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

- I. That the foregoing recitations are true and correct.
- II. That the request for a DRP and SDP to demolish a single-family residence, construct a replacement two-story, single-family residence with an attached two-car garage, and perform associated site improvements at 211 Ocean Street, Solana Beach, is conditionally approved based upon the following Findings and subject to the following Conditions:

**III. FINDINGS**

- A. The proposed structure exceeds 16 feet in height above the existing grade, therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicant was required to

complete the SDP process. The Story Pole Height Certification was certified by a licensed land surveyor on June 18, 2021 showing a maximum building height of 25.00 feet (100.75 MSL) above the existing grade. Notices were mailed to property owners and occupants within 300 feet of the project site establishing a deadline to file for View Assessment by August 12, 2021. The City received one application for View Assessment from the property owner (Asli Carome c/o Julie Hamilton, Law Office of Julie Hamilton; "Claimant") of 201 Ocean Street, which is located immediately east of the subject property.

The project was presented to the View Assessment Commission (VAC) on October 19, 2021, and the VAC made a unanimous recommendation of approval with conditions. The recommended conditions included reduction in height of the proposed chimney by 9 feet (14 feet above grade) and reduction of the vertical height up from the sill of the east-facing window above the main bedroom bathtub to 2 feet, 4 inches.

The Applicants reflected the recommended conditions of approval in the project plans presented to the City Council on November 10, 2021. An additional change provided by the Applicants since the VAC hearing was a 12-15 foot tall hedge (*Pittosporum* "Silver Sheen") located along the eastern side of the proposed second-floor covered deck in an effort to address privacy concerns raised by the Claimant. The story pole string lines between poles 16 and 17 were lowered after the VAC hearing to reflect the reduction in chimney height. The change was within the envelope of the originally noticed story poles, therefore, a second noticing period was not required.

Following the VAC hearing, the Claimant's representative indicated disagreement with the VAC's recommendation and requested that the City Council consider the View Claim.

As a condition of approval, a height certification prepared by a licensed land surveyor will be required prior to the framing inspection certifying that the maximum height of the proposed addition will not exceed 25.00 feet above the proposed grade or 100.75 feet above MSL, which is the maximum proposed structure height reflected on the project plans.

In accordance with Chapter 17.63 (Structure Development Permit) of the Solana Beach Municipal Code, the City Council finds the following:

- 1. The Applicant for the Structure Development Permit has made a reasonable attempt to resolve the view impairment issues with the person(s) requesting view assessment. Written evidence of a good faith voluntary offer to meet and discuss view issues, or of a good faith voluntary offer to submit the matter to mediation, is hereby deemed to be a reasonable attempt to resolve the view impairment issues.*

Written accounts and oral testimony at the public meeting showed that there had been communication between the Applicants and the Claimant.

- II. *The proposed structure does not significantly impair a view from public property (parks, major thoroughfares, bike ways, walkways, equestrian trails) which has been identified in the city's general plan, local coastal program, or city designated viewing areas.*

The subject property is not located within designated public viewing areas; therefore, the proposed structure does not significantly impair views from public property.

- III. *The structure is designed and situated in such a manner as to minimize impairment of views.*

The Claimant's primary view is toward the northeast. The proposed structure is designed and situated in such a manner as to minimize impairment of views.

- IV. *There is no significant cumulative view impairment caused by granting the application. Cumulative view impairment shall be determined by: (a) Considering the amount of view impairment caused by the proposed structure; and (b) considering the amount of view impairment that would be caused by the construction on other parcels of structures similar to the proposed structure.*

The VAC members found that there would not be significant cumulative view impairment caused by granting the application if adjacent lots were allowed to construct a development of a similar size and height.

- V. *The proposed structure is compatible with the immediate neighborhood character.*

The proposed development is compatible with the immediate neighborhood character, including design, bulk, scale, height, and size.

- B. In accordance with Section 17.68.040 (Development Review Permit) of the City of Solana Beach Municipal Code, the City Council finds the following:

- I. *The proposed project is consistent with the General Plan and all applicable requirements of SBMC Title 17 (Zoning Ordinance), including special regulations, overlay zones and specific plans.*

General Plan Consistency: The project, as conditioned, is consistent with the City's General Plan designation of Medium Density Residential, which allows for a maximum of five to seven dwelling units per acre. The development is also consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

Zoning Ordinance Consistency: The project is consistent with all applicable requirements of the Zoning Ordinance (Title 17) (SBMC 17.20.030 and 17.48.040), which delineates maximum allowable Floor Area Ratio (FAR), Permitted Uses and Structures (SBMC Section 17.20.020) which provides for uses of the property for a single-family residence. Further, the project adheres to all property development regulations established for the Medium Residential (MR) Zone and cited by SBMC Section 17.020.030.

The project is consistent with the provisions for minimum yard dimensions (i.e., setbacks) and the maximum allowable Floor area (FAR), maximum building height, and parking requirements.

II. *The proposed development complies with the following development review criteria set forth in Solana Beach Municipal Code Section 17.68.040.F:*

- a. *Relationship with Adjacent Land Uses: The development shall be designed in a manner compatible with and where feasible, complimentary to existing and potential development in the immediate vicinity of the project site. Site planning on the perimeter of the development shall give consideration to the protection of surrounding areas from potential adverse effects, as well as protection of the property from adverse surrounding influences.*

The property is located within the MR Zone. The surrounding neighborhood is also located in the MR Zone and consists of a mix of properties that are one- and two-story, single-family residences. The project site is currently developed with a single-story, single-family residence with an attached garage.

The project, as designed, is consistent with the permitted uses for the MR Zone as described in SBMC Sections 17.20.010 and 17.12.020, which permits one single-family residence and one Accessory Dwelling Unit (ADU) per lot. The property is designated Medium Density Residential in the General Plan and intended for single- and multi-family residential development with a maximum density of five to seven dwelling units per acre. The proposed development is 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 found to be in conformance with, the regulations of the

SROZ. As a condition of project approval, the Applicants shall obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of Building or Grading Permits.

- b. *Building and Structure Placement: Buildings and structures shall be sited and designed in a manner which visually and functionally enhances their intended use.*

The Applicants are proposing to construct a replacement two-story, single-family residence with an attached two-car garage. The location of the existing driveway will be maintained along the western side of the property with access from Ocean Street to the proposed 485 square-foot two-car garage. A screened trash enclosure will be located on the west side of the driveway. A gated walkway will provide pedestrian access from Ocean Street through the center of the property to the main entrance. The southern portion of the front yard will include an uncovered patio and a vegetated biofiltration area to support onsite drainage. Private walkways will be provided along both the western and eastern sides of the residence to access the rear yard.

The replacement residence will be located in the western portion of the buildable area with portions of the second floor stepped back from the eastern side of the property by varying dimensions. The 1,713 square-foot first floor living area will include an open-concept kitchen, living, and dining room, an office (bedroom) with a private bathroom, a pantry, a powder room, and a utility room with access to the garage. The first floor will open to both an uncovered courtyard, a covered patio, and the rear yard. The 1,613 square-foot second floor living area will include a main bedroom suite with a partially covered deck located on the north (front) side of the residence and two bedrooms with private bathrooms and decks on the south (rear) side of the residence. The deck located off of Bedroom #2 on the southeastern side of the residence will be covered and also have access from the internal hallway. The deck located off of Bedroom #1 on the southwestern side of the residence will be uncovered. All designed exterior areas, including the courtyard, patio, and decks are exempt from floor area.

Exterior improvements proposed on the south (rear) side of the residence include a barbeque counter and bar seating, a pool and spa, and landscape and hardscape areas. The Applicants are also proposing a detached single-story ADU of 450 square feet located in the southwest corner of the property and partially within the rear yard setback. It should be noted that the detached

ADU is not subject to discretionary review, pursuant to SBMC Section 17.20.040(D), and has been shown voluntarily on the project plans. The surrounding yard improvements, however, will be accessible by the tenants of both the ADU and primary residence and, therefore, are subject to the discretionary review.

The total proposed floor area is 3,411 square feet, which is 2 square feet below the maximum allowable floor area for the 8,360 square-foot lot. The maximum floor area calculation for this project is as follows:

0.500 for first 6,000 ft <sup>2</sup>	3,000 ft <sup>2</sup>
0.175 for 6,001 to 15,000 ft <sup>2</sup>	413 ft <sup>2</sup>
<hr/> Total Allowable Floor Area:	<hr/> 3,411 ft <sup>2</sup>

The proposed project, as designed, would meet the minimum required setbacks, provide the required off-street parking, and would be below the maximum allowable floor area for the property.

- c. *Landscaping: The removal of significant native vegetation shall be minimized. Replacement vegetation and landscaping shall be compatible with the vegetation of the surrounding area. Trees and other large plantings shall not obstruct significant views when installed or at maturity.*

The project is subject to the current water efficient landscaping regulations of SBMC Chapter 17.56. A Landscape Documentation Package is required for new development projects with an aggregate landscape equal to or greater than 500 square feet requiring a building permit, plan check or development review. The Applicants provided a conceptual landscape plan that has been reviewed by the City's third-party landscape architect, who has recommended approval. The Applicants will be required to submit a detailed construction landscape plan that will be reviewed by the City's third-party landscape architect for substantial conformance with the conceptual plan and compliance with SBMC Chapter 17.56. In addition, the City's third-party landscape architect will perform an inspection during the construction phase of the project. A separate condition has been added to require that native or drought-tolerant and non-invasive plant materials and water-conserving irrigation systems are required to be incorporated into the landscaping to the extent feasible.

- d. *Roads, Pedestrian Walkways, Parking and Storage Areas: Any development involving more than one building or structure shall provide common access roads and pedestrian walkways.*

*Parking and outside storage areas, where permitted, shall be screened from view, to the extent feasible, by existing topography, by the placement of buildings and structures, or by landscaping and plantings.*

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. ADU's are not required to provide an additional parking space if the site is located within one-half mile of a transit stop. The subject site is within one-half mile of multiple bus stops on Highway 101; therefore, an additional parking space is not required. The Applicants are proposing to construct a 485 square-foot attached garage in the northwest corner of the proposed residence. The garage will be accessed by a driveway on the northwest corner of the property from Ocean Street. SBMC Section 17.08.030 indicates that required parking up to 200 square feet per parking space provided in a garage is exempt from the floor area calculation. The proposed garage will provide two 9-foot by 19-foot parking spaces that are clear of obstruction. Therefore, 400 square feet of garage area is exempt from the project's total floor area calculation.

- e. *Grading: To the extent feasible, natural topography and scenic features of the site shall be retained and incorporated into the proposed development. Any grading or earth-moving operations in connection with the proposed development shall be planned and executed so as to blend with the existing terrain both on and adjacent to the site. Existing exposed or disturbed slopes shall be landscaped with native or naturalized non-native vegetation and existing erosion problems shall be corrected.*

The project proposes grading in the amounts of 30 cubic yards of cut for footings, 80 cubic yards of fill, 5 cubic yards of excavation for footings, 100 cubic yards of removal and recompaction, for an aggregate of 215 cubic yards of grading, and 50 cubic yards of import in order to create an increased building pad and consistent grade throughout the yard areas and construct drainage improvements including a bio retention basin located in the northeast portion of the front yard.

- 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 a replacement single-family residence on a developed residential lot; therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040.

- III. All required permits and approvals including variances, conditional use permits, comprehensive sign plans, and coastal development permits have been obtained prior to or concurrently with the development review permit.*

All required permits, including a Structure Development Permit, are being processed concurrently with the Development Review Permit.

- IV. If the development project also requires a permit or approval to be issued by a state or federal agency, the city council may conditionally approve the development review permit upon the Applicant obtaining the required permit or approval from the other agency.*

The Applicants are required to obtain approval from the California Coastal Commission prior to issuance of Building and Grading Permits.

#### IV. 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 Fire Mitigation, Park Development, Public Use Facilities, and Public Facilities Impact Fees.
- II. Building Permit plans must be in substantial conformance with the architectural plans presented to the City Council on November 10, 2021, and located in the project file with a submittal date of October 26, 2021.

- III. Prior to requesting a framing inspection, the Applicants shall submit a height certificate prepared by a licensed land surveyor prior to the framing inspection certifying that the tallest point of the proposed residence will not exceed 25.00 feet above the proposed grade or 100.75 feet above the Mean Sea Level (MSL) in conformance with the plans as approved by the City Council on November 10, 2021.
- IV. Any proposed onsite fences, walls and retaining walls and any proposed railing located on top, or any combination thereof, shall comply with applicable regulations of SBMC Section 17.20.040 and 17.60.070 (Fences and Walls).
- V. The Applicants shall obtain required California Coastal Commission (CCC) approval of a Coastal Development Permit, Waiver or Exemption as determined necessary by the CCC, prior to the issuance of Building and Grading Permits.
- VI. The Applicants shall provide a full Landscape Documentation Package in compliance with SBMC Chapter 17.56 and in substantial conformance with the conceptual landscape plan included in the project plans presented to the City Council on November 10, 2021 prior to Building Permit issuance, which will be reviewed and inspected by the City's third party landscape professional.
- VII. 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.
- VIII. All new exterior lighting fixtures shall be in conformance with the City-wide lighting regulations of the Zoning Ordinance (SBMC 17.60.060). All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.
- IX. Construction vehicles shall be parked on the subject property at all times 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 the street and minimize impact to the surrounding neighbors.
- X. 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.
- XI. The east-facing windows located in the bathroom of the main bedroom

shall have a minimum sill height of 4.5 feet.

B. Fire Department Conditions:

- I. ACCESS ROAD MINIMUM DIMENSIONS: Fire apparatus access roads shall have an unobstructed improved width of not less than 20 feet; curb line to curb line, and an unobstructed vertical clearance of not less than 13 feet 6 inches. Exception: Single-Family residential driveways; serving no more than two single-family dwellings, shall have minimum of 16 feet, curb line to curb line, of unobstructed improved width. Access roads shall be designed and maintained to support the imposed loads of not less than 75,000 pounds and shall be provided with an approved paved surface to provide all-weather driving capabilities.
- II. OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION: All roadways shall be a minimum of 20 feet in width during construction and maintained free and clear, including the parking of vehicles, in accordance with the California Fire Code and the Solana Beach Fire Department.
- III. ADDRESS NUMBERS: STREET NUMBERS: Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: 4" high with a ½" inch stroke width for residential buildings, 8" high with a ½" stroke for commercial and multi-family residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear access doors, building corners, and entrances to commercial centers.
- IV. AUTOMATIC FIRE SPRINKLER SYSTEM-ONE AND TWO FAMILY DWELLINGS: Structures shall be protected by an automatic fire sprinkler system designed and installed to the satisfaction of the Fire Department. Plans for the automatic fire sprinkler system shall be approved by the Fire Department prior to installation. Sprinklers shall be installed in the new residence and ADU.
- V. CLASS "A" ROOF: All structures shall be provided with a Class "A" Roof covering to the satisfaction of the Solana Beach Fire Department.

C. Engineering Department Conditions:

- I. The Applicants are required to obtain an Encroachment Permit in accordance with SBMC Section 11.20 for the frontage improvements being done in the public right-of-way. The frontage improvements

shall be done to the satisfaction of the City Engineer prior to the occupancy of the proposed project:

- a. Construction of any damaged sidewalk panels or curb/gutter as directed by the City Inspector.
  - b. Construction of the sidewalk underdrain.
  - c. Widening of the existing four feet wide sidewalk to six feet wide sidewalk with appropriate transitional sections to match the proposed driveway to the west and the existing sidewalk to the east.
  - d. Construction of the SDRSD driveway approach with 2:1 transitions to the existing concrete sidewalk.
  - e. Construction of the concrete walkway from the proposed sidewalk to the front pedestrian gate.
  - f. Removal of the existing retaining walls.
- II. The Applicants shall record the Encroachment Maintenance Removal Agreement (EMRA) with the County of San Diego prior to the release of the Grading Bond and Security Deposit. The EMRA shall be recorded against this property for all private improvements in the public right-of-way including, but not limited to:
- a. Walkway steps.
  - b. Sidewalk underdrain pipe.
- III. The Applicants shall pay in full the one-time Sewer Capacity Fee of \$4,500.00 per Equivalent Dwelling Unit (EDU) prior to Building Permit issuance. The EDU assignment is determined by SBMC 14.08.060. The proposed residential unit would increase the property's EDU assignment by 0.8 EDU. The cost the Applicants are responsible for is \$3,600.00 prior to Building Permit Issuance (0.8 EDU multiplied by \$4,500.00).
- IV. All construction demolition materials shall be recycled according to the City's Construction and Demolition recycling program and an approved Waste Management Plan shall be submitted.
- V. Construction fencing shall be located on the subject property unless the Applicants have obtained an Encroachment Permit in accordance with chapter 11.20 of the SBMC which allows otherwise.

Grading:

- VI. The Applicants shall obtain a Grading Permit in accordance with Chapter 15.40 of the Solana Beach Municipal Code. Conditions prior to the issuance of a grading permit shall include, but not be limited to, the following:
- a. The Applicants shall obtain a grading plan prepared by a Registered Civil Engineer and approved by the City Engineer. On-site grading design and construction shall be in accordance with Chapter 15.40 of the Solana Beach Municipal Code.
  - b. The Applicants shall obtain a Soils Report prepared by a Registered Soils Engineer and approved by the City Engineer. All necessary measures shall be taken and implemented to assure slope stability, erosion control and soil integrity. The grading plan shall incorporate all recommendations contained in the soils report.
  - c. The Applicants shall provide a Drainage Report prepared by a Registered Civil Engineer. This report shall address the design for detention basin and corresponding outflow system to ensure the rate of runoff for the proposed development is at or below that of pre-existing condition. All recommendations of this report shall be incorporated into the Preliminary Grading Plan. A detention basin easement(s) shall be recorded for maintenance of the detention basins by the property owner(s) in perpetuity, prior to Final Inspection of the Building Permit.
  - d. The Applicants shall show all retaining walls and drainage structures. Retaining walls shown on the grading plan shall conform to the San Diego Regional Standards or be designed by a licensed civil engineer. Engineering calculations for all designed walls with a surcharge and nonstandard walls shall be submitted at grading plan check. Retaining walls may not exceed the allowable height within the property line setback as determined by the City of Solana Beach Municipal Code. Contact the Community Development department for further information.
  - e. The Applicants are responsible to protect the adjacent properties during construction. If any grading, construction activity, access or potential construction-related impacts are anticipated beyond the property lines, as determined by the City Engineer, the Applicants shall obtain a letter of permission from the adjoining property owners. All required letters of permission shall be submitted to the City Engineer prior to the issuance of the Grading Permit.
  - f. The Applicants shall pay a grading plan check fee in accordance with the current Engineering Fee Schedule at initial

grading plan submittal. Inspection fees shall be paid prior to issuance of the Grading Permit.

- g. The Applicants shall obtain and submit grading security in a form prescribed by the City Engineer.
- h. The Applicants shall obtain haul permit for import / export of soil. The Applicants shall transport all excavated material to a legal disposal site.
- i. The Applicants shall submit certification from the Engineer of Record and the Soils Engineer that all public or private drainage facilities and finished grades are functioning and are installed in accordance with the approved plans. This shall be accomplished by the Engineer of Record incorporating as-built conditions on the Mylar grading plans and obtaining signatures of the Engineer of Record and the Soils Engineer certifying the as-built conditions.
- j. An Erosion Prevention and Sediment Control Plan shall be prepared by the Applicants. Best management practices shall be developed and implemented to manage storm water and non-storm water discharges from the site at all times during excavation and grading activities. Erosion prevention shall be emphasized as the most important measure for keeping sediment on site during excavation and grading activities. Sediment controls shall be used as a supplement to erosion prevention for keeping sediment on site.
- k. The Applicants shall show all proposed on-site private drainage facilities intended to discharge water run-off. Elements of this design shall include a hydrologic and hydraulic analysis verifying the adequacy of the facilities and identify any easements or structures required to properly convey the drainage. The construction of drainage structures shall comply with the standards set forth by the San Diego Regional Standard Drawings.
- l. Post Construction Best Management Practices meeting City and RWQCB Order No. R9-2013-001 requirements shall be implemented in the drainage design.
- m. No increase in cross-lot drainage shall be allowed.
- n. Prior to obtaining a Building Permit, submit a building pad certification statement from a soils engineer and an engineer or land surveyor licensed in Land Surveying per SBMC 15.40.230E.

- o. The Applicants shall obtain the Grading Permit prior or concurrently to Building Permit issuance.

D. City Council Conditions:

VII. N/A

I. ENFORCEMENT

Pursuant to SBMC 17.72.120(B) failure to satisfy any and all of the above-mentioned conditions of approval is subject to the imposition of penalties as set forth in SBMC Chapters 1.1.6 and 1.18 in addition to any applicable revocation proceedings.

II. EXPIRATION

The Development Review Permit and Structure Development Permit for the project will expire 24 months from the date of this Resolution, unless the Applicants have obtained building permits and has commenced construction prior to that date, and diligently pursued construction to completion. An extension of the application may be granted by the City Council according to SBMC 17.72.110.

III. INDEMNIFICATION AGREEMENT

The Applicants shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the 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 10<sup>th</sup> day of November, 2021, by the following vote:

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

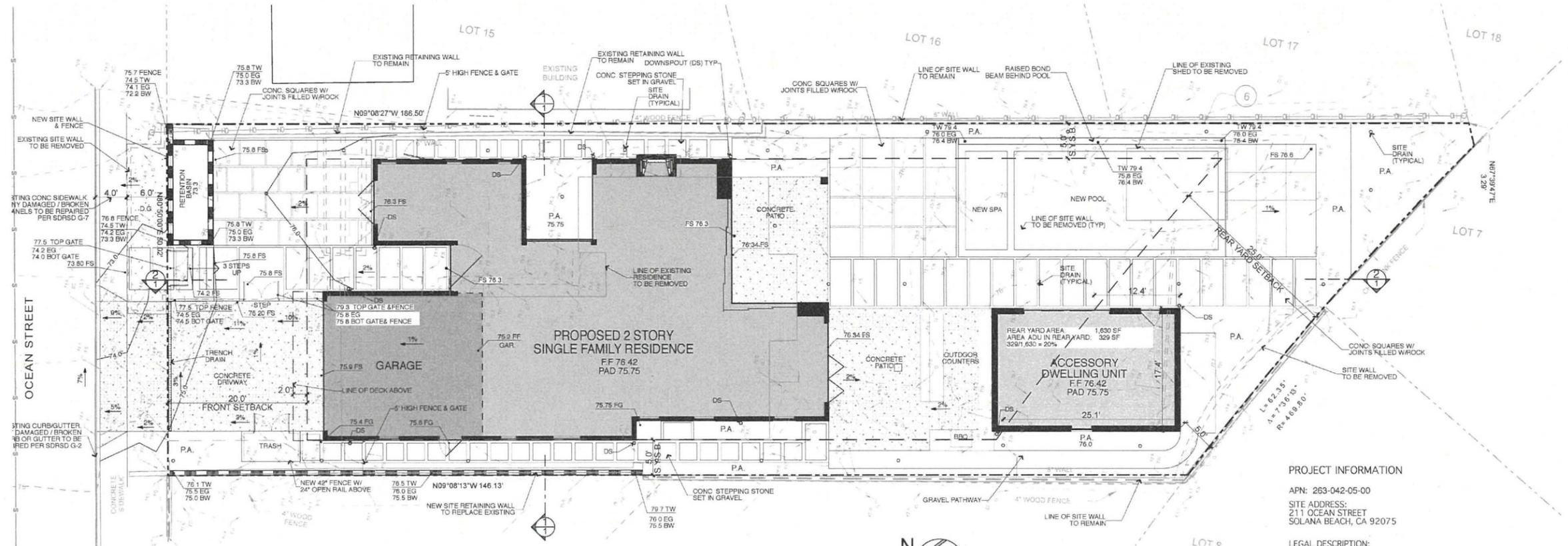
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LESA HEBNER, MAYOR

APPROVED AS TO FORM:

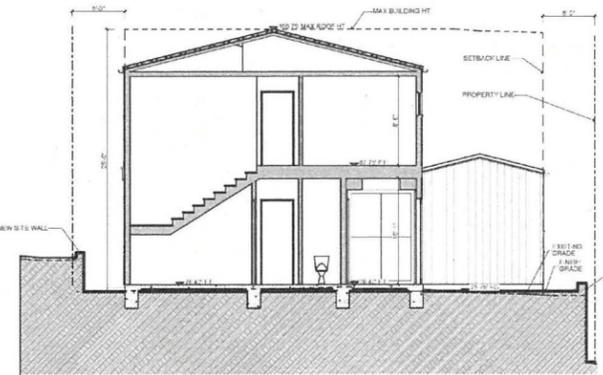
ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk



**SITE PLAN**  
SCALE: 1/8" = 1'-0"



**1 SITE SECTION**  
SCALE: 1/8" = 1'-0"

	Existing (SF)	Proposed Total (SF)
Non-landscaped Area <sup>a</sup>		5,683
Non-irrigated Landscape <sup>b</sup>		0
Irrigated Landscape		1,625
Water Features <sup>c</sup>		492
Decorative Hardscape <sup>d</sup>		560
<b>Total Lot Area</b>		<b>8,360</b>

	Area of Work <sup>e</sup> (SF)
Irrigated Landscape	1,625
Water Features <sup>c</sup>	492
Decorative Hardscape <sup>d</sup>	560
<b>Aggregate Landscape Area<sup>f</sup></b>	<b>2,677</b>



- FIRE DEPARTMENT NOTES**
- OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION:** All roadways shall be a minimum of 20 feet in width during construction and maintained free and clear, including the parking of vehicles, in accordance with the California Fire Code and the Solana Beach Fire Department.
  - ADDRESS NUMBERS: STREET NUMBERS:** Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: 4" high with a 1/2" stroke for residential buildings, 8" high with a 1/2" stroke for commercial and multi-residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear access doors, building corners, and entrances to commercial centers.
  - AUTOMATIC FIRE SPRINKLER SYSTEM: ONE AND TWO FAMILY DWELLINGS:** Structures shall be protected by an automatic fire sprinkler system designed and installed to the satisfaction of the Fire Department. Plans for the automatic fire sprinkler system shall be approved by the Fire Department prior to installation.
  - SMOKE DETECTORS/CARBON MONOXIDE ALARMS/FIRE SPRINKLER SYSTEM:** Smoke detectors / carbon monoxide alarms / fire sprinklers shall be inspected by the Solana Beach Fire Department.
  - CLASS "A" ROOF:** All Structures shall be provided with a Class "A" Roof covering to the satisfaction of the Solana Beach Fire Department.

**PROJECT INFORMATION**  
APN: 263-042-05-00  
SITE ADDRESS:  
211 OCEAN STREET  
SOLANA BEACH, CA 92075

**LEGAL DESCRIPTION:**  
LOT 14, IN BLOCK 3 OF SOLANA BEACH VISTA, IN THE CITY OF SOLANA BEACH, COUNTY OF SAN DIEGO, STATE OF CA., ACCORDING TO THE OFFICIAL MAP THEREOF NO. 2143, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON DECEMBER 17, 1928

**ZONE:** MRd  
**SPECIAL ZONE OVERLAY:** Scaled Residential Overlay  
**OCCUPANCY:** R-3/U-1  
**CONSTRUCTION TYPE:** VB  
**SPRINKLERS:** NFPA 13D SPRINKLERS REQ.  
**EXISTING LOT USE:** EXISTING SFR  
**PROPOSED USE:** SINGLE FAMILY RESIDENCE  
**LOT COVERAGE:** N/A  
**OFF STREET PARKING:** 2 SPACES REQUIRED

**FRONT SETBACK:** 20'-0" (ROW 55'-0")  
**SIDE SETBACK:** 5'-0"  
**STREET SIDE SETBACK:** 10'-0"  
**REAR SETBACK:** 25'-0"  
**MAX BLDG HEIGHT:** 25'-0"  
**PROPOSED BLDG HGT:** 24'-10"

**LOT AREA: GROSS** 8,360 SF  
**LOT AREA: NET** 8,360 SF

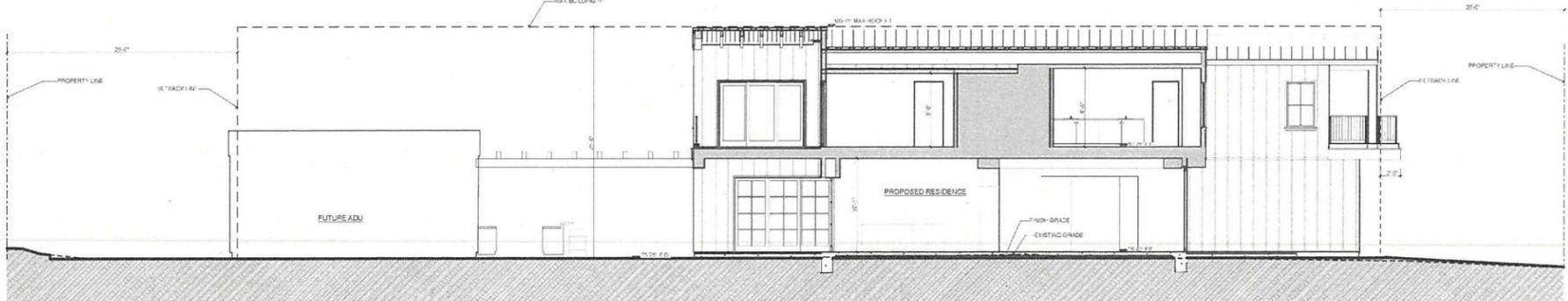
**FLOOR TO AREA RATIO ALLOWABLE:**  
0.50 x 6,000 = 3,000 s.f.  
0.175 x 2,360 = 413 s.f.  
Maximum Floor Area Allowed 3,413 s.f.

**PROPOSED BUILDING AREA:**  
NEW FIRST FLOOR LIVING AREA : 1,713 SF  
NEW SECOND FLOOR LIVING AREA: 1,613 SF  
NEW GARAGE: 485 SF  
SUBTOTAL OF FLOOR AREA: 3,810 SF

**OFF STREET PARKING EXEMPTION (2 SPACES)** -400.0 SF  
**TOTAL PROPOSED FLOOR AREA** 3,410 SF

**DECKS:** 166 SF  
**COV. PATIO:** 478 SF

**ACCESSORY DWELLING UNIT:** 451 SF



**2 SITE SECTION**  
SCALE: 1/8" = 1'-0"

**PARKING:**  
2 PARKING SPACES IN GARAGE.

**EARTHWORK QUANTITIES:**  
SITE GRADING:  
30 CY- CUT)  
80 CY- FILL)  
5 CY- EXCAVATION FOOTINGS  
100 CY- REMOVAL & RECOMPACTION  
215 CY- TOTAL GRADING  
50 CY- TOTAL IMPORT

**ADU EARTHWORK QUANTITIES:**  
SITE GRADING:  
5 CY- CUT)  
0 CY- FILL)  
0 CY- EXCAVATION FOOTINGS  
16 CY- REMOVAL & RECOMPACTION  
21 CY- TOTAL GRADING  
5 CY- TOTAL EXPORT

**OWNER/APPLICANT:**  
FORD AND CASSIE BLAKELY  
211 OCEAN STREET  
SOLANA BEACH, CA 92075  
858-213-6562

**OWNER'S REPRESENTATIVE:**  
CRAIG FRIEHAUF  
FRIEHAUF ARCHITECTS INC.  
858.792.6116  
frieaufnc@sbcglobal.net

**DATE:**  
MAR 18, 2021  
MAY 6, 2021  
JUNE 18, 2021  
OCT 21, 2021

**SHEET NO.**  
**1**

# TOPOGRAPHIC SURVEY

## ENCUMBRANCES:

EXISTING ENCUMBRANCES LISTED BELOW ARE PER A PRELIMINARY TITLE REPORT PREPARED BY TITLE 365 DATED JULY 24, 2016 AS ORDER NO 410-1402082-40.

- 5 COVENANTS, CONDITIONS, AND RESTRICTIONS AS SET FORTH IN INSTRUMENT RECORDED APRIL 7, 1941 IN BOOK 1163 AND PAGE 209, OF OFFICIAL RECORDS, BUT OMITTING ANY COVENANT, CONDITION OR RESTRICTION, IF ANY, BASED ON RACE, COLOR RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT THE COVENANT, CONDITION OR RESTRICTION (A) IS EXEMPT UNDER TITLE 42 OF THE UNITED STATES CODE, OR (B) RELATES TO HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS.
- SAID COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.
- 6 AN EASEMENT FOR RIGHT OF WAY AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED IN BOOK 2367 OF DEEDS, PAGE 207.
- SAID EASEMENT ROUTE ADJACENT TO EASTERLY LINE OF LOT 14. NO EASEMENT LIMITS PROVIDED.

## OWNER:

FORD AND CASSIE BLAKELY

## ADDRESS:

211 OCEAN STREET  
SOLANA BEACH, CA

## APN:

263-042-05

## BENCHMARK:

3.5" DIAMETER NATIONAL GEODESIC SURVEY DISC MARKED "J1415, 1987" LOCATED IN THE TOP OF THE HEADWALL THAT IS 0.2 MILES NORTH OF SOLANA VISTA DRIVE ON THE EAST SIDE OF NORTHBOUND HIGHWAY 101, 3 FEET OFF OF THE SHOULDER ACCORDING TO THE CITY OF SOLANA BEACH SURVEY CONTROL RECORD OF SURVEY NO. 18971.

ELEVATION = 34.670'  
DATUM = NAVD 88

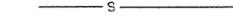
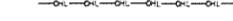
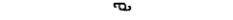
## LEGAL DESCRIPTION:

LOT 14, IN BLOCK 3 OF SOLANA BEACH VSTA, IN THE CITY OF SOLANA BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL MAP THEREOF NO. 2143, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON DECEMBER 17, 1928.

## NOTES:

- BEARINGS AND DISTANCES SHOWN HEREON ARE DERIVED FROM AN EVIDENCE BASED BOUNDARY SURVEY PERFORMED ON JUNE 18, 2019.
- PLEASE NOTE THAT THIS SURVEY HAS NOT IDENTIFIED ANY UNDERGROUND UTILITIES THAT MAY EXIST UNLESS OTHERWISE SHOWN.
- TREES THAT ARE LESS THAN 6" IN DIAMETER HAVE NOT BEEN LOCATED, UNLESS OTHERWISE SHOWN.

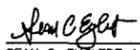
## LEGEND:

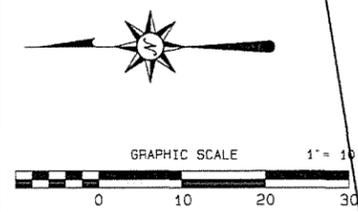
EC	INDICATES EDGE OF CONCRETE
EP	INDICATES EDGE OF PAVEMENT
FFE	INDICATES FINISHED FLOOR ELEVATION
FL	INDICATES FLOW LINE
FS	INDICATES FINISHED SURFACE
G	INDICATES GROUND
TW	INDICATES TOP OF WALL
WALL	
SEWER MAIN	
OVER HEAD LINE	
CHAIN LINK FENCE	
WOOD FENCE	
METER	
SANITARY SEWER MANHOLE	
POWER POLE	

## PREPARED BY:

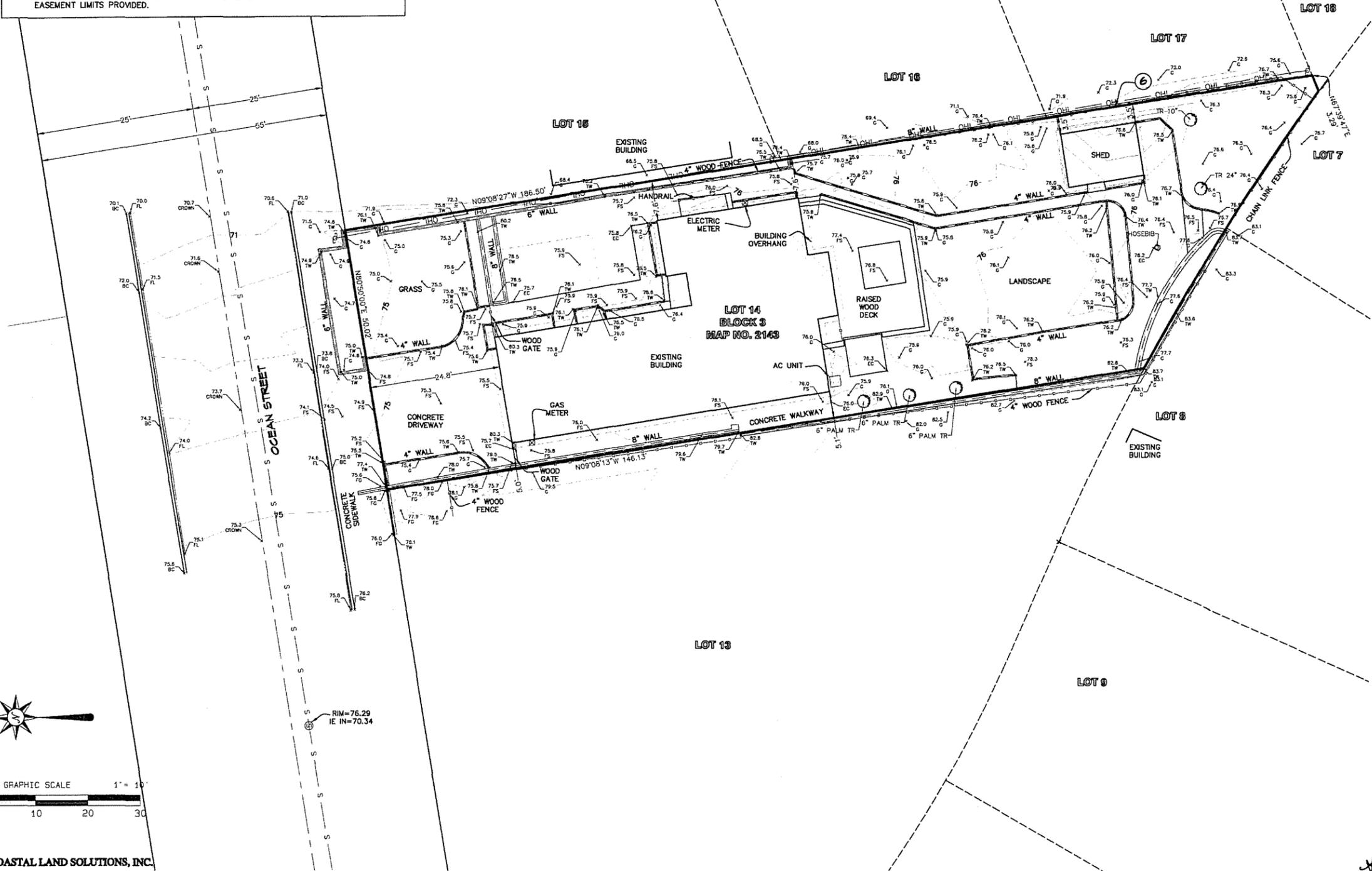
COASTAL LAND SOLUTIONS, INC.  
577 SECOND STREET  
ENCINITAS, CA 92024  
760-230-6025

DATE OF SURVEY: JUNE-JULY 2019

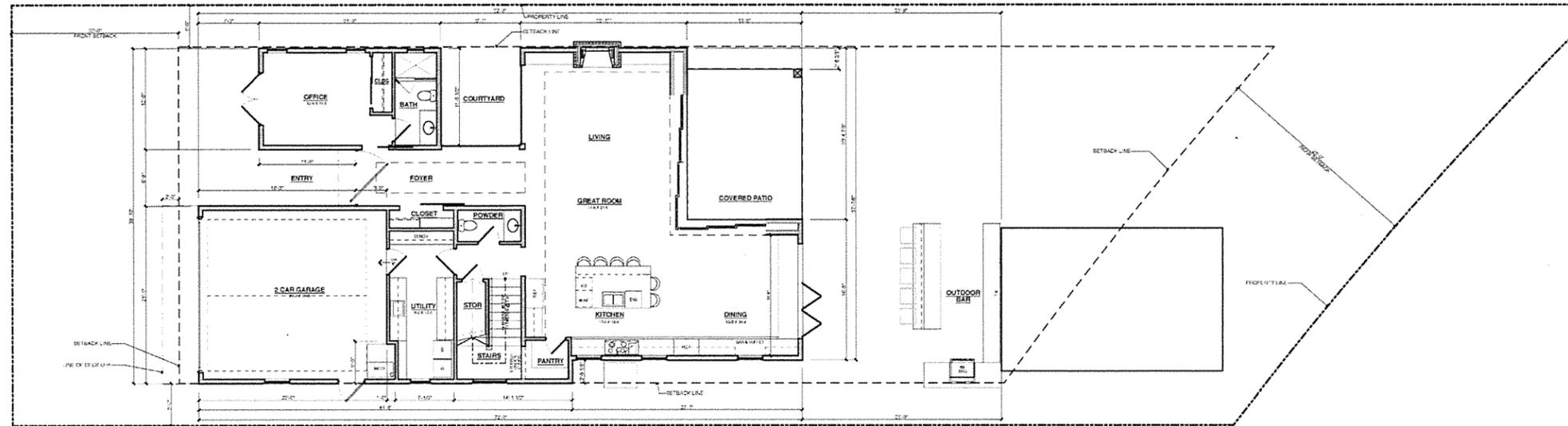
  
SEAM C. ENGLERT, LS 7959 DATE 7-17-2019



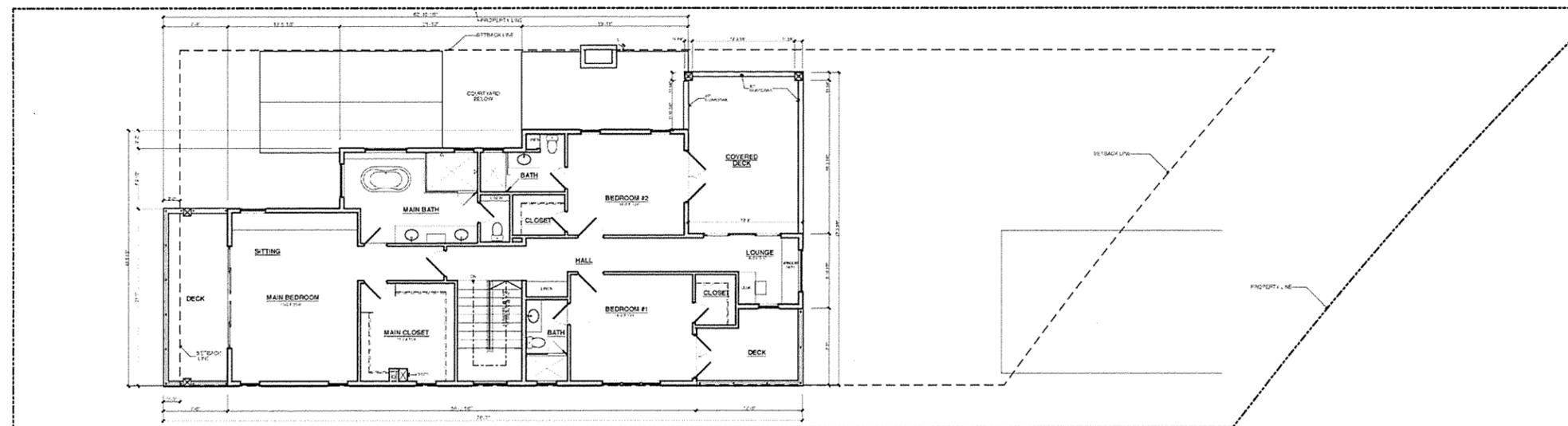
**CLS** COASTAL LAND SOLUTIONS, INC.  
577 SECOND STREET  
ENCINITAS, CA 92024  
PH (760) 230-6025  
FAX (760) 230-9026  
CLS#1625



**BLAKELY RESIDENCE**  
 211 OCEAN STREET  
 SOLANA BEACH, CA. 92075



**FIRST FLR PLAN**  
 SCALE: 1/8" = 1'-0"



**SECOND FLR PLAN**  
 SCALE: 1/8" = 1'-0"



FRIEHAUF ARCHITECTS  
 341 South Cedros Avenue, Suite D  
 Solana Beach, California. 92075  
 858.792.6116 Tel  
 friehaufinc@sbcglobal.net

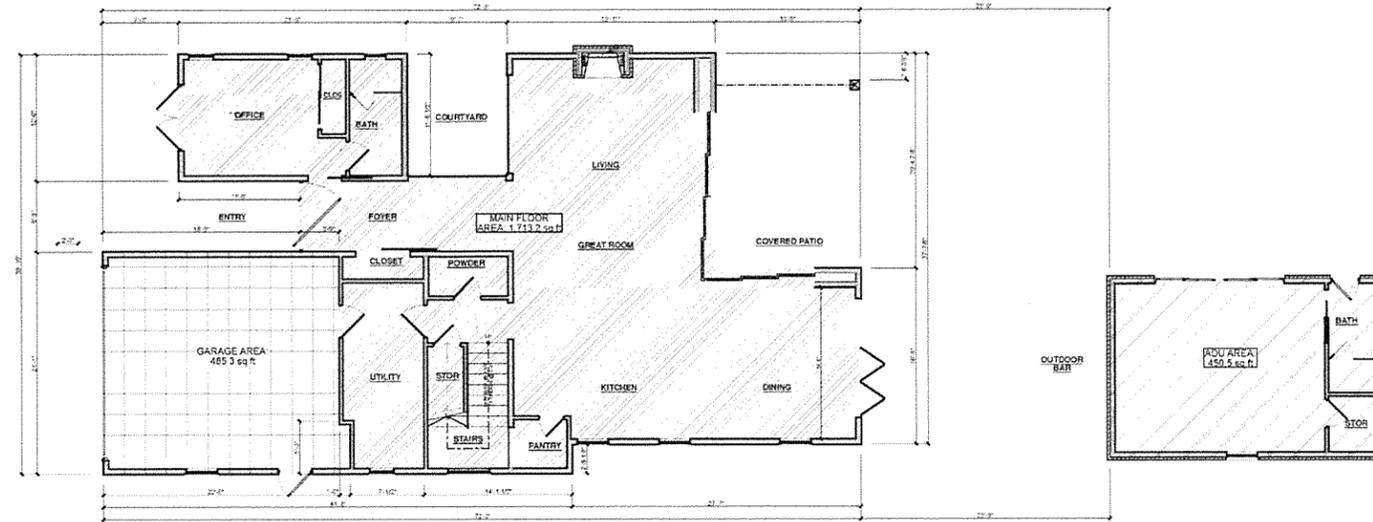
DATE:

MAR 18, 2021  
 MAY 6, 2021  
 JUNE 18, 2021  
 OCT 21, 2021

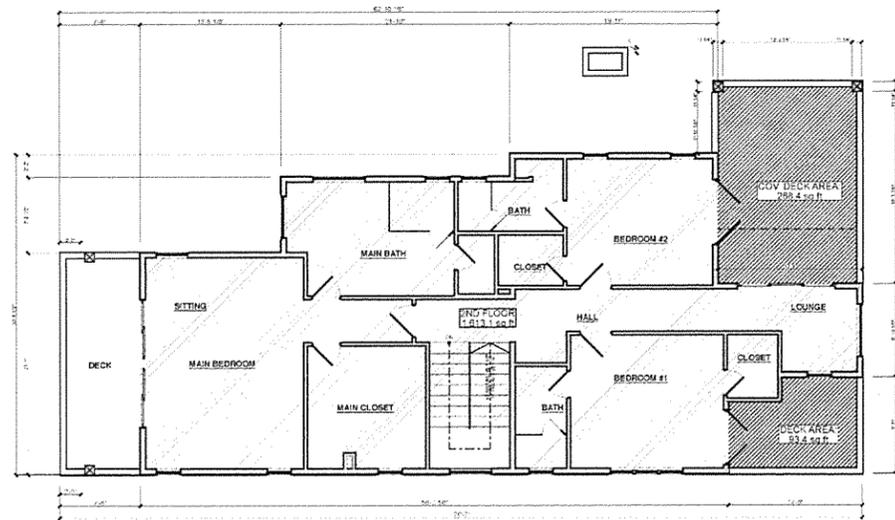
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**3**

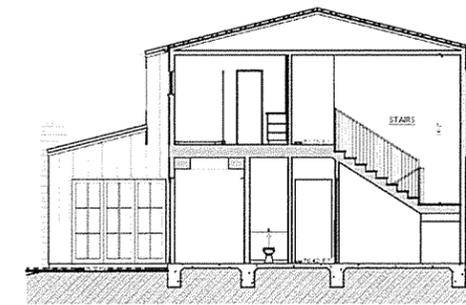
BLAKELY RESIDENCE  
211 OCEAN STREET  
SOLANA BEACH, CA. 92075



Main Floor AREA  
SCALE: 1/8" = 1'-0"



2nd Floor AREA  
SCALE: 1/8" = 1'-0"



STAIR SECTION  
SCALE: 1/8" = 1'-0"

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frieaufinc@sbcglobal.net

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SHEET NO.

4



BLAKELY RESIDENCE  
211 OCEAN STREET  
SOLANA BEACH, CA. 92075

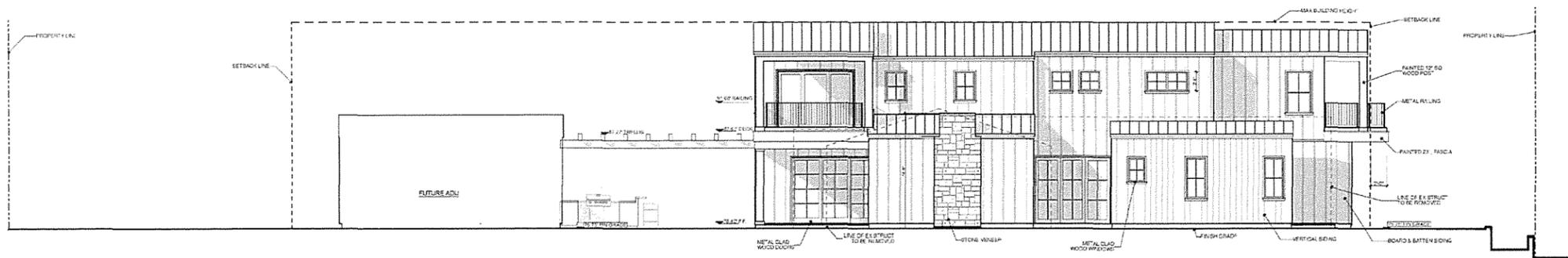
FRIEHAUF ARCHITECTS  
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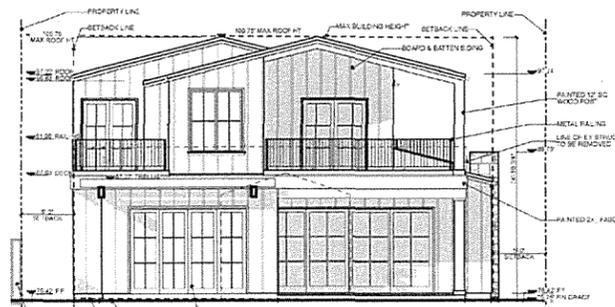
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EAST ELEVATION  
SCALE: 1/8" = 1'-0"



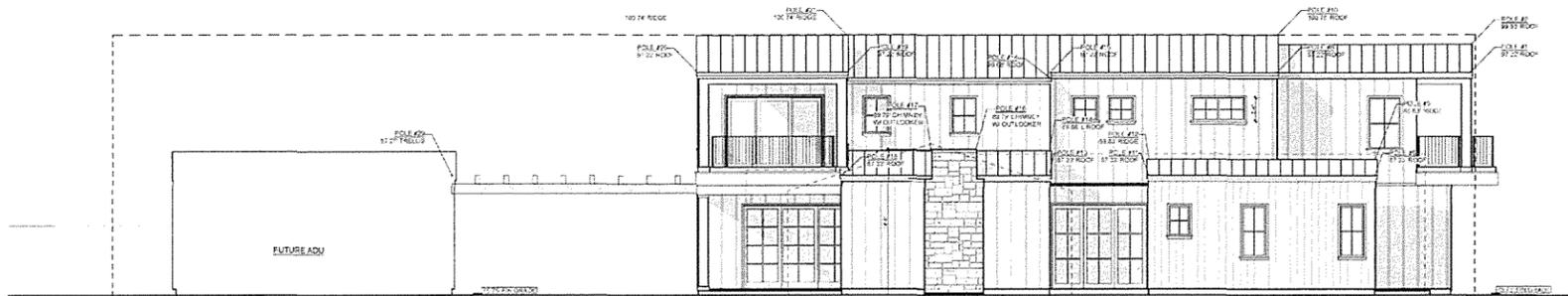
NORTH ELEVATION  
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"



WEST ELEVATION  
SCALE: 1/8" = 1'-0"



EAST ELEVATION - STORY POLE  
SCALE: 1/8" = 1'-0"



NORTH ELEVATION - STORY POLE  
SCALE: 1/8" = 1'-0"

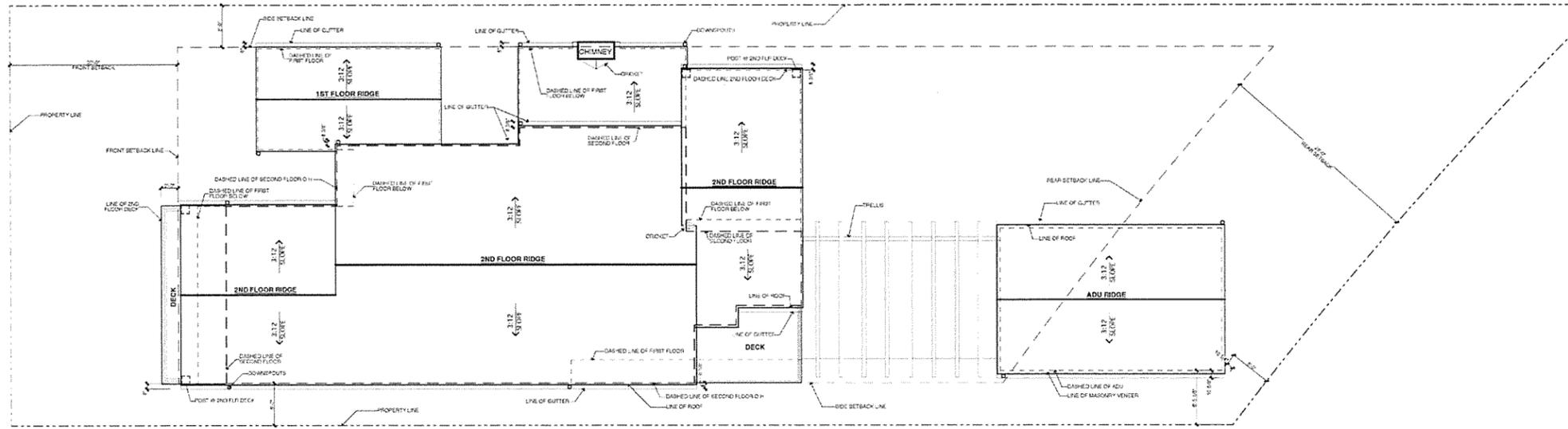


SOUTH ELEVATION - STORY POLE  
SCALE: 1/8" = 1'-0"



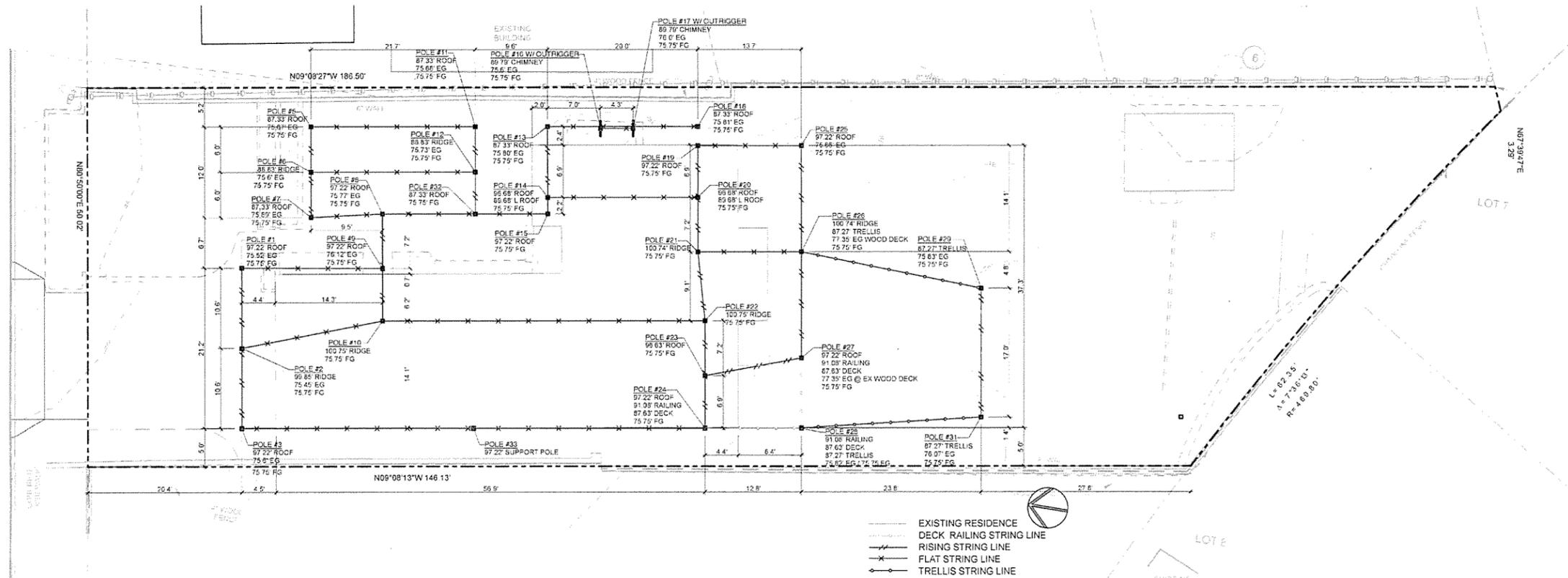
WEST ELEVATION - STORY POLE  
SCALE: 1/8" = 1'-0"

**BLAKELY RESIDENCE**  
211 OCEAN STREET  
SOLANA BEACH, CA. 92075



**Roof Plan**

SCALE 1/8" = 1'-0"



**STORY POLE PLAN**

SCALE 1/8" = 1'-0"

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DATE:

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MAY 6, 2021  
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SHEET NO.

# PRELIMINARY GRADING PLAN

## GENERAL NOTES

- APPROVAL OF THIS GRADING PLAN DOES NOT CONSTITUTE APPROVAL OF VERTICAL OR HORIZONTAL ALIGNMENT OF ANY PRIVATE ROAD SHOWN HEREIN FOR PUBLIC ROAD PURPOSES.
- FINAL APPROVAL OF THESE GRADING PLANS IS SUBJECT TO FINAL APPROVAL OF THE ASSOCIATED IMPROVEMENT PLANS WHERE APPLICABLE. FINAL CURB GRADE ELEVATIONS MAY REQUIRE CHANGES IN THESE PLANS.
- IMPORT MATERIALS SHALL BE LEGALLY OBTAINED.
- A SEPARATE PERMIT FROM THE CITY ENGINEER WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT-OF-WAY.
- ALL SLOPES OVER THREE (3) FEET IN HEIGHT SHALL BE LANDSCAPED AND IRRIGATED.
- THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND LOCATION OF ALL UTILITIES BEFORE COMMENCING WORK. NOTICE OF PROPOSED WORK SHALL BE GIVEN TO THE FOLLOWING AGENCIES:  
UNDERGROUND S.A. (800)-227-2600
- A SOILS REPORT SHALL BE PROVIDED AS REQUIRED BY THE CITY OF SOLANA BEACH PRIOR TO ISSUANCE OF A GRADING PERMIT.
- APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK OR GRADING TO BE PERFORMED UNTIL THE PROPERTY OWNER'S PERMISSION HAS BEEN OBTAINED AND A VALID GRADING PERMIT HAS BEEN ISSUED.
- THE CITY ENGINEER'S APPROVAL OF THESE PLANS DOES NOT CONSTITUTE THE BUILDING OFFICIAL'S APPROVAL OF ANY FOUNDATION FOR STRUCTURES TO BE PLACED ON THE AREA COVERED BY THESE PLANS. NO WAIVER OF THE GRADING ORDINANCE REQUIREMENTS CONCERNING MINIMUM COVER OVER EXPANSIVE SOILS IS MADE OR IMPLIED.
- ALL OPERATIONS CONDUCTED ON THE PREMISES, INCLUDING THE WARMING UP, REPAIR, ARRIVAL, DEPARTURE OR RUNNING OF TRUCKS, EARTHMOVING EQUIPMENT, CONSTRUCTION EQUIPMENT AND ANY OTHER ASSOCIATED GRADING EQUIPMENT SHALL BE LIMITED TO THE PERIOD BETWEEN 7:00 a.m. AND 6:00 p.m. EACH DAY, MONDAY THROUGH FRIDAY, AND NO EARTHMOVING OR GRADING OPERATIONS SHALL BE CONDUCTED ON THE PREMISES ON SATURDAYS, SUNDAYS OR HOLIDAYS WITHOUT THE WRITTEN PERMISSION OF THE CITY ENGINEER.
- ALL MAJOR SLOPES SHALL BE ROUNDED INTO EXISTING TERRAIN TO PRODUCE A CONTOURED TRANSITION FROM CUT OR FILL FACES TO NATURAL GROUND AND ABUTTING CUT OR FILL FACES.
- NOTWITHSTANDING THE MINIMUM STANDARDS SET FORTH IN THE GRADING ORDINANCE, AND NOTWITHSTANDING THE APPROVAL OF THESE GRADING PLANS, THE PERMITTEE IS RESPONSIBLE FOR THE PREVENTION OF DAMAGE TO THE ADJACENT PROPERTY. NO PERSON SHALL EXCAVATE ON LAND SO CLOSE TO THE PROPERTY LINE AS TO ENDANGER ANY ADJOINING PUBLIC STREET, SIDEWALK, ALLEY, FUNCTION OF ANY SEWAGE DISPOSAL SYSTEM, OR ANY OTHER PUBLIC OR PRIVATE PROPERTY WITHOUT SUPPORTING AND PROTECTING SUCH PROPERTY FROM SETTLING, CRACKING, EROSION, SLIDING SCOUR OR OTHER DAMAGE WHICH MIGHT RESULT FROM THE GRADING DESCRIBED ON THIS PLAN. THE CITY WILL HOLD THE PERMITTEE RESPONSIBLE FOR CORRECTION ON NON-DEDICATED IMPROVEMENTS WHICH DAMAGE ADJACENT PROPERTY.
- SLOPE RATIOS: CUT 1:2 FILL 1:2  
CUT: 30 CY FILL: 80 CY IMPORT: 50 CY  
(NOTE: A SEPARATE VALID PERMIT MUST EXIST FOR OFFSITE IMPORT OR EXPORT AREAS.)  
\*\* THE QUANTITIES ESTIMATED ABOVE ARE FOR PERMIT PURPOSES ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION BIDS. CONTRACTORS ARE RESPONSIBLE FOR THEIR OWN EARTHWORK QUANTITIES.
- SPECIAL CONDITIONS: IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED ON THE SITE OF THIS GRADING DURING GRADING OPERATIONS, SUCH OPERATIONS WILL CEASE IMMEDIATELY, AND THE PERMITTEE WILL NOTIFY THE CITY ENGINEER OF THE DISCOVERY. GRADING OPERATIONS WILL NOT COMMENCE UNTIL THE PERMITTEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO.
- ALL GRADING SHOWN ON THIS PLAN SHALL BE COMPLETED AS A SINGULAR UNIT WITH NO PROVISION FOR PARTIAL RELEASES. SHOULD IT BE ANTICIPATED THAT A PORTION OF THIS PROJECT BE COMPLETED SEPARATELY, A SEPARATE PLAN AND PERMIT APPLICATION SHALL BE SUBMITTED FOR APPROVAL.
- THE CONTRACTOR SHALL NOTIFY THE CITY OF SOLANA BEACH 858.720.2470 24 HOURS BEFORE GRADING OPERATIONS BEGIN.
- FINISHED GRADING AND PLANTING SHALL BE COMPLETED ON ALL SLOPES PRIOR TO OCTOBER 1, OR IMMEDIATELY UPON COMPLETION OF ANY SLOPES GRADED BETWEEN OCTOBER 1 AND APRIL 1. PRIOR TO ANY PLANTING, ALL LANDSCAPING SHALL BE APPROVED BY THE PLANNING DEPARTMENT AT THE DEVELOPMENT REVIEW STAGE, OR BY SEPARATE LANDSCAPE PLAN.
- ALL OFF-SITE HAUL ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL 72 HOURS PRIOR TO THE BEGINNING OF WORK.
- UPON FINAL COMPLETION OF THE WORK UNDER THE GRADING PERMIT, BUT PRIOR TO FINAL GRADING APPROVAL AND/OR FINAL RELEASE OF SECURITY, AN AS-GRADED CERTIFICATE SHALL BE PROVIDED STATING: "THE GRADING UNDER PERMIT NO. S808-216 HAS BEEN PERFORMED IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED GRADING PLAN OR AS SHOWN ON THE ATTACHED AS-GRADED PLAN". THIS STATEMENT SHALL BE FOLLOWED BY THE DATE AND SIGNATURE OF THE CIVIL ENGINEER WHO CERTIFIES SUCH A GRADING OPERATION.
- THE CONTRACTOR SHALL DESIGN, CONSTRUCT, AND MAINTAIN ALL SAFETY DEVICES INCLUDING SHORING, AND SHALL BE RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE, AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.

## EROSION CONTROL NOTES

- STORM WATER AND NON-STORM WATER DISCHARGE CONTROL: BEST MANAGEMENT PRACTICES SHALL BE DEVELOPED AND IMPLEMENTED TO MANAGE STORM WATER AND NON-STORM WATER DISCHARGES FROM THE SITE AT ALL TIMES DURING EXCAVATION AND GRADING ACTIVITIES.
  - EROSION AND SEDIMENT CONTROL: EROSION PREVENTION SHALL BE EMPHASIZED AS THE MOST IMPORTANT MEASURE FOR KEEPING SEDIMENT ON SITE DURING EXCAVATION AND GRADING ACTIVITIES. SEDIMENT CONTROLS SHALL BE USED AS A SUPPLEMENT TO EROSION PREVENTION FOR KEEPING SEDIMENT ON SITE.
  - EROSION CONTROL ON SLOPES SHALL BE MITIGATED BY INSTALLING LANDSCAPING AS PER APPROVED LANDSCAPE PLANS AS REQUIRED BY THE DEVELOPMENT REVIEW CONDITIONS, OR BY TEMPORARY EROSION CONTROL CONFORMING TO THE FOLLOWING:  
NON-IRRIGATED HYDROSEED MIX WITH A FIBER MATRIX APPLIED AT 4,000 LB/ACRE
- | LBS/ACRE | % PURITY/ACRE      | SEED SPECIES         |
|----------|--------------------|----------------------|
| 20       | 70% PLUS           | ATRIPLEX GLAUCA      |
| 8        |                    | PLANTAGO INSULARIS   |
| 6        |                    | ENCELIS FARNOSA      |
| 7        | SCARIFIED 50% PLUS | LOTUS SCOPARUS       |
| 9T       |                    | EXCHSCHOLTZIA CALIF. |
- THE TOPS OF ALL SLOPES TALLER THAN 5' SHALL BE DIKED OR TRENCHED TO PREVENT WATER FLOWING OVER CRESTS OF SLOPES.
  - CATCH BASINS, DESILTING BASINS, AND STORM DRAIN SYSTEMS SHALL BE INSTALLED TO THE SATISFACTION OF THE CITY ENGINEER.
  - SAND BAG CHECK DAMS, SILT FENCES, FIBER ROLLS OR OTHER APPROVED BMP'S SHALL BE PLACED IN UNPAVED AREAS WITH GRADIENTS IN EXCESS OF 2%, AS WELL AS AT OR NEAR EVERY POINT WHERE CONCENTRATED FLOW LEAVE THE SITE.
  - SAND BAGS SHALL BE PLACED ON THE UPSTREAM SIDE OF ALL DRAINAGE INLETS TO MINIMIZE SILT BUILDUP IN THE INLETS AND PIPES.
  - THE CONTRACTOR SHALL REPAIR ANY ERODED SLOPES AS DIRECTED BY THE OFFICE OF THE CITY ENGINEER.
  - THE CONTRACTOR SHALL SWEEP ROADWAYS AND ENTRANCES TO AND FROM THE SITE ON A REGULAR BASIS TO KEEP THEM FREE OF SOIL ACCUMULATION AND AT ALL OTHER TIMES DIRECTED BY THE CITY ENGINEER.
  - THE CONTRACTOR SHALL WATER SITE ON A CONTINUOUS BASIS TO MINIMIZE AIR BORNE DUST CREATED FROM GRADING AND HAULING OPERATIONS OR EXCESSIVE WIND CONDITIONS, AND AT ALL TIMES DIRECTED BY THE CITY ENGINEER.
  - IN THE EVENT SILT DOES ENTER THE EXISTING PUBLIC STORM DRAIN SYSTEM, REMOVAL OF THE SILT FROM THE THE SYSTEM WILL BE DONE AT THE DEVELOPER'S EXPENSE.

## ABBREVIATIONS

CENTER LINE  
PROPERTY ELEVATION  
INVERT ELEVATION  
FINISHED FLOOR  
FINISHED GRADE  
FINISHED SURFACE  
FLOW LINE  
EXISTING ELEVATION XXX.X  
PROPOSED ELEVATION (XXX.X)  
TOP OF STEP  
BOTTOM OF STEP  
PLANTER AREA  
TOP OF CURB  
TOP OF GRATE  
TOP OF WALL  
FRONT YARD SETBACK  
REAR YARD SETBACK  
SIDE YARD SETBACK  
TOP OF WALL AT FINISHED GRADE  
BOTTOM OF WALL AT FINISHED GRADE  
ROOF DOWN SPOUT

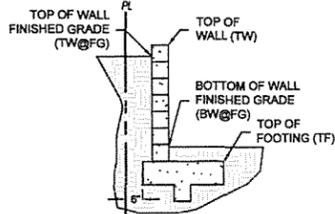
CL  
PL  
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FG  
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IS  
BS  
P.A.  
TC  
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FYSB  
RYSB  
SYSB  
TWDFG  
BWDFG  
DS

## EXISTING CONDITION

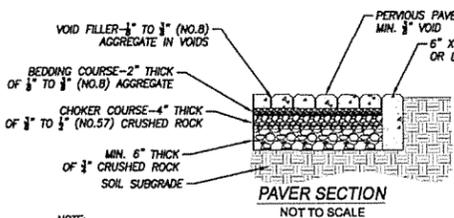
IMPERVIOUS: 4,000 SF  
PERVIOUS: 4,360 SF

## PROPOSED CONDITION

IMPERVIOUS: 4,342 SF  
HARDSCAPE: 1,683 SF  
BUILDING: 2,208 SF  
ADU: 451  
LANDSCAPE: 4,018 SF  
PERVIOUS: 1,689 SF  
POOL: 840 SF  
BMP: 65 SF

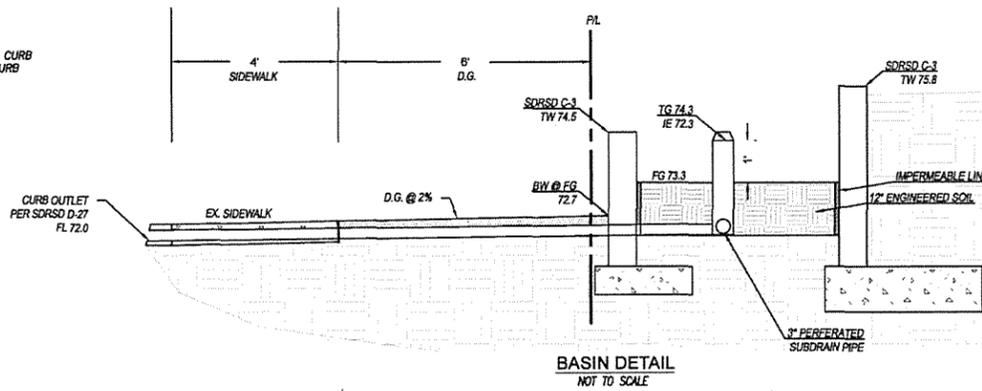


TYPICAL WALL CROSS SECTION, ELEVATIONS SHOWN ON PLAN  
NOT TO SCALE

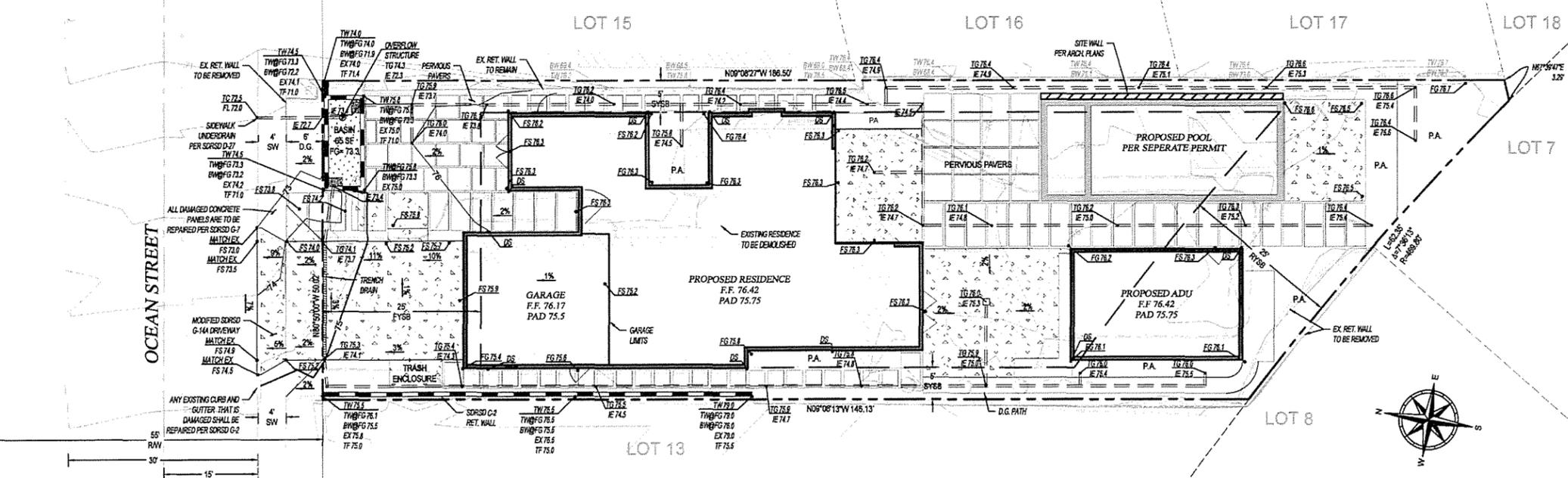


NOTE:  
-ALL AGGREGATE MUST BE CLEAN/WASHED AND FREE OF FINES (SAND, SILT, ETC.)  
-THE PAVERS SHALL NOT BE SEALED ONCE THE VOID FILLER HAS BEEN ADDED  
-EACH COURSE SHALL BE VIBRATORY COMPACTED BEFORE PLACEMENT OF NEXT COURSE  
-NO IMPERVIOUS LINER OR FILTER FABRIC IS TO BE USED  
-SPECIAL APPROVAL REQUIRED FOR USE IN HIGHLY EXPANSIVE SOIL - SUBDRAIN MAY BE REQUIRED

\*\*CONSTRUCTION NOTE:  
-PAVERS TO BE COVERED AND PROTECTED DURING CONSTRUCTION



BASIN DETAIL  
NOT TO SCALE



PRELIMINARY GRADING PLAN  
SCALE: 1" = 10'

## LEGAL DESCRIPTION

LOT 14, IN BLOCK 3 OF SOLANA BEACH VISTA, IN THE CITY OF SOLANA BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL MAP THEREOF NO. 2143, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON DECEMBER 17, 1928.

## A.P.N.:

263-042-05

## SITE ADDRESS:

211 OCEAN STREET  
SOLANA BEACH, CA 92075

## OWNER/PERMITTEE:

FORD AND CASSIE BLAKELY  
211 OCEAN STREET  
SOLANA BEACH, CA 92075

## TOPOGRAPHIC SURVEY:

COASTAL LAND SOLUTIONS  
(760)230-6025

## WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE LATEST EDITIONS OF:

## STANDARD SPECIFICATIONS

- STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION INCLUDING THE REGIONAL SUPPLEMENTAL AMENDMENTS.
- CALIFORNIA DEPARTMENT OF TRANSPORTATION "MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES"
- STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS

## STANDARD DRAWINGS

- SAN DIEGO REGIONAL STANDARD DRAWINGS
- STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD PLANS

## LEGEND

ITEM DESCRIPTION	SYMBOL
PROPERTY LINE	---
CENTRELINE OF ROAD	---
PROPOSED SETBACKS	---
PROPOSED HARDSCAPE PER LANDSCAPE ARCHITECT PLANS	---
PROPOSED CONTOUR LINE	---
EXISTING CONTOUR LINE	---
PROPOSED MASONRY RETAINING WALL PER PLAN	---
EXISTING MASONRY RETAINING WALL	---
PROPOSED DECOMPOSED GRANITE (D.G.)	---
PROPOSED 4-INCH STORM DRAIN	---
PROPOSED ROOF DOWN SPOUT	---

## OWNER'S CERTIFICATE

I, BRIAN M. ARDOLINO, AS OWNER/DEVELOPER OF THE PROPERTY DESCRIBED HEREIN ACKNOWLEDGE THESE PLANS HAVE BEEN PREPARED AT MY DIRECTION WITH MY FULL CONSENT. I FULLY UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS CONTAINED HEREIN AND AS ATTACHED BY REFERENCE ON THIS GRADING PLAN.

IT IS AGREED THAT FIELD CONDITIONS MAY REQUIRE CHANGES TO THESE PLANS.

IT IS FURTHER AGREED THAT THE OWNER (DEVELOPER) SHALL HAVE A REGISTERED CIVIL ENGINEER MAKE SUCH CHANGES, ALTERATIONS OR ADDITIONS TO THESE PLANS WHICH THE CITY ENGINEER DETERMINES ARE NECESSARY AND DESIRABLE FOR THE PROPER COMPLETION OF THE IMPROVEMENTS.

I FURTHER AGREE TO COMMENCE WORK ON ANY IMPROVEMENTS SHOWN ON THESE PLANS WITHIN EXISTING CITY RIGHT-OF-WAY WITHIN 60 DAYS OF THE CONSTRUCTION PERMIT AND TO PURSUE SUCH WORK ACTIVELY ON EVERY NORMAL WORKING DAY UNTIL COMPLETED, IRRESPECTIVE AND INDEPENDENT OF ANY OTHER WORK ASSOCIATED WITH THIS PROJECT OR UNDER MY CONTROL.

FORD AND CASSIE BLAKELY  
211 OCEAN STREET  
SOLANA BEACH, CA 92075

DATE

## DECLARATION OF RESPONSIBLE CHARGE

I, BRIAN M. ARDOLINO, HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS AND THE CITY OF SOLANA BEACH RESOLUTION NO. 2007-170.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SOLANA BEACH IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME OF RESPONSIBILITIES FOR PROJECT DESIGN.

BY:

BRIAN ARDOLINO  
R.C.E. No. 71651 EXP 12/31/2021  
PASCO LARET SUTTIER & ASSOCIATES



## ADU EARTHWORK QUANTITIES:

SITE GRADING:  
CUT: 5 CY  
FILL: 0 CY  
EXCAVATION FOR FOOTINGS: 0 CY  
REMOVAL & RECOMPACTION (UNDER STRUCTURE): 16 CY  
TOTAL GRADING: 21 CY  
TOTAL EXPORT: 5 CY

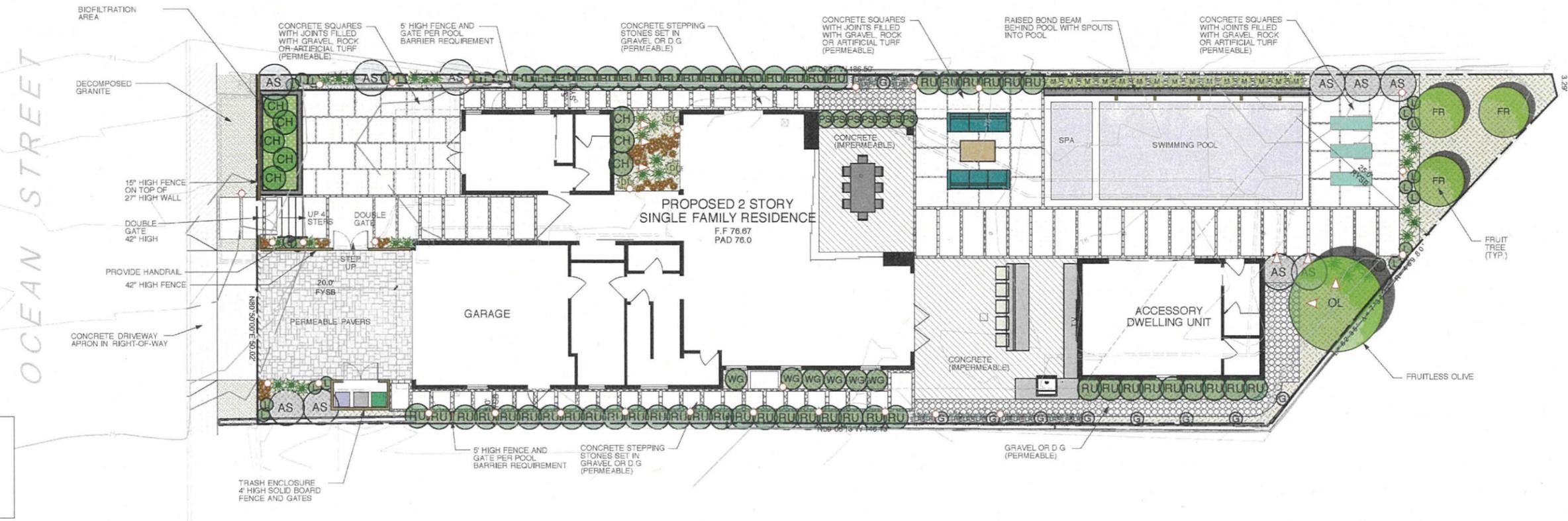
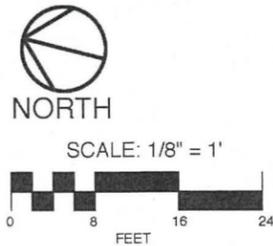
## EARTHWORK QUANTITIES:

SITE GRADING (OUTSIDE OF STRUCTURE):  
CUT: 30 CY  
FILL: 80 CY  
EXCAVATION FOR FOOTINGS: 5 CY  
REMOVAL & RECOMPACTION (UNDER STRUCTURE): 100 CY  
TOTAL GRADING (CUT AND FILL OUTSIDE & BELOW STRUCTURE): 215 CY  
TOTAL IMPORT: 50 CY

\* EARTHWORK QUANTITIES ARE ESTIMATED FOR PERMIT PURPOSES ONLY AND REPRESENT COMPACTED (IN PLACE) VOLUMES ONLY. THESE VALUES ARE CALCULATED ON A THEORETICAL BASIS. ACTUAL QUANTITIES MAY VARY DUE TO OBSERVED SHRINKAGE AND/OR SWELL FACTORS.

COASTAL COMMISSION PERMIT NO.

ENGINEER OF WORK	CITY APPROVED CHANGES	APPD	DATE	RECOMMENDED FOR APPROVAL	APPROVED FOR CONSTRUCTION	BENCH MARK	CITY OF SOLANA BEACH	DRAWING NO.
SEL By: <u>Brian Ardolino</u> Name: <u>BRIAN ARDOLINO</u> R.C.E. <u>71651</u> Exp: <u>12/31/21</u>				By: _____ Review Engineer Date: _____	By: _____ City Engineer R.C.E. _____ Date: _____ Exp: _____	DESCRIPTION: "ENC-43" PER SOLANA BEACH SURVEY CONTROL LOCATION: 0.2 MILE NORTH OF SOLANA VISTA DR. ON THE E SIDE OF NB HWY 101, 101 FT WEST OF CARDOFF BY THE SEA SIGN. RECORD FROM: POS. NO. 18971. ELEV. 34.670' DATUM: NGVD 88	PRELIMINARY GRADING PLAN FOR: <b>211 OCEAN STREET</b>	DRP 21-004 SDP 21-004 SHEET 1 OF 1



- LOW VOLTAGE LIGHTING**
- SPOTLIGHT UPLIGHTING TREE - FX LUMINAIRE VS UPLIGHT - 6 LEDS (WITH GROUND SPIKE) 10 WATT - NATURAL BRASS/COPPER FINISH
  - BRASS WALKWAY DOWNLIGHT - FX LUMINAIRE HC - NATURAL COPPER - 2 WATT LED

**PLANT LEGEND**

SYMBOL	DESCRIPTION	MATURE HEIGHT	WATER USE	MIN. SIZE	QUANTITY
AS	ACCA (FEIJOA) SELLOWIANA - PINEAPPLE GUAVA	18'-25'	LOW	5 GAL.	10
●	AEONIUM 'SUNBURST' - SUNBURST AEONIUM	2'	LOW	1 GAL.	44
●	ALOE STRIATA - GHOST ALOE	2'	LOW	5 GAL.	29
CH	CHONDROPETALUM TECTORUM - CAPE RUSH	3'	LOW	5 GAL.	8
●	DIANELLA 'LITTLE REV'	2'	LOW	1 GAL.	17
DC	DIETES BICOLOR - FORTNIGHT LILY	2'	LOW	5 GAL.	3
L	LIMONIUM PEREZII - STATICE	2'	LOW	1 GAL.	23
M	MUHLENBERGIA RIGENS - DEER GRASS	3'	LOW	5 GAL.	15
RU	RHAPHIOLEPIS UMBELLATA 'MINOR' - DWARF YEDDO	4'	LOW	5 GAL.	54
WG	WESTRINGIA 'GRAY BOX' - COAST ROSEMARY	2'-3'	LOW	5 GAL.	6
⊙	BOUGAINVILLEA BARBARA KARST' ESPALLIER ONTO WALL/FENCE	30'	LOW	5 GAL.	9
OL	OLEA 'SWANN HILL' - FRUITLESS OLIVE	20'-35'	LOW	36" BOX MULTI	1
FR	FRUIT TREE - DWARF MEYER LEMON BEARRS LIME NAVEL ORANGE	8'-10'	SLA	15 GAL.	3
PS	PITTIOSPORUM 'SILVER SHEEN' KOHUHU	12'-15'	MOD	15 GAL.	7
■	MULCHED SHRUB AREA BARK OR ROCK MULCH - 3" DEPTH			1 GAL.	16" O.C.
■	BIOBASIN: CAREX TUMILICOLA - BERKELEY SEDGE WITH REINFORCED RICE STRAW MATTING ON SIDES PLANTING AND REINFORCED STRAW MATTING SHALL BE INSTALLED ON ALL SIDE SLOPES OF THE BIO-BASIN.				



**ESTIMATED TOTAL WATER USE (ETWU) WORKSHEET**

The project's Estimated Total Water Use is calculated using the following formula:

$$ETWU = (ETo)(0.62) \left( \frac{PF \times HA}{IE} + SLA \right)$$

ETWU = Estimated total water use per year (gallons per year)  
 ETo = Evapotranspiration rate (inches per year)  
 PF = Plant Factor from WUCOLS (see Definitions)  
 HA = Hydrozone Area (square feet): Define hydro-zones by water use: very low, low, moderate and high  
 SLA = Special Landscape Area (square feet): Edible plants, irrigated with recycled water, & turf used for active play  
 0.62 = Conversion Factor (to gallons per square foot)  
 IE = Irrigation Efficiency

**CITY OF SOLANA BEACH ESTIMATED TOTAL WATER USE (ETWU) WORKSHEET**

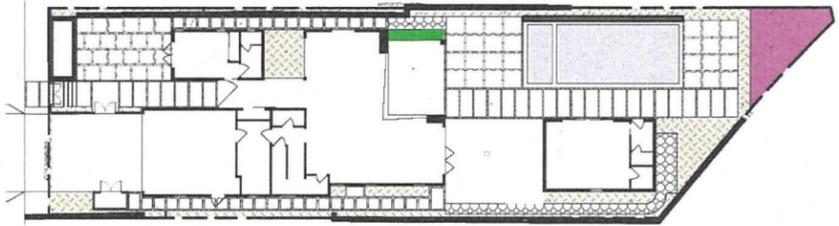
Line	Hydro-zone Number (1-4 Below - use as many tables as necessary to complete all hydrozones)				SLA
	1	2	3	4	
Evapotranspiration Rate (ETo) See "A" below	Use 41 (west of I-5) / 47 (east of I-5)				
Conversion Factor - .62	0.62				
(Line 1 x Line 2)	25.42 (west of I-5) / 29.14 (east of I-5)				
Plant Factor (PF) See "B" below	4	0.3	0.6	1.0	
Hydrozone Area (HA) - in square feet	5	1,361	35	492	264
(Line 4 x Line 5)	6	408.3	21	492	
Irrigation Efficiency (IE) See "C" below	7	0.81	0.81	1.00	
(Line 6 x Line 7)	8	504	26	492	
TOTAL of all Line 8 boxes + SLA	9	1,286			
Line 3 x Line 9	10	32,690 gallons per year			
Estimated Total Water Use - ETWU (gallons per year)	Total shall not exceed MAWA below				

**MAXIMUM APPLIED WATER APPLICATION (MAWA) calculation:**

$$\frac{25.42}{25.42 \text{ or } 29.14} \left[ (ETAF \times 2,152) + (1-ETAF \times \frac{264}{264}) \right] = \text{MAWA } 33,107 \text{ gallons}$$

Evapotranspiration adjustment factor (ETAF) use .55 residential / .45 non-residential

**HYDROZONES**



SYMBOL	ZONE	VEG. TYPE	WATER USE	PLANT FACTOR	AREA SQ. FT.	IRRIGATION TYPE	IRRIGN. EFFIC.
■	#1	TREES/SHRUBS	LOW	0.3	1,361	DRIP	0.81
■	#2	SHRUBS	MOD	0.6	35	DRIP	0.81
■	#3	POOL	WATER FEATURE	1.0	492	FILLER PIPE	1.00
■	#4	CITRUS	SLA	SLA	264	DRIP	SLA
TOTAL:					2,152		

**LANDSCAPE ARCHITECT'S CERTIFICATION**

I am familiar with the requirements for landscape and irrigation plans contained in the City's Water Efficient Landscape Regulations. I have prepared this plan in compliance with those regulations and the Landscape Design Manual. I certify that the plan implements those regulations to provide efficient use of water.

*George Mercer*  
 GEORGE MERCER RLA #4055  
 10/20/21  
 DATE

**GMA**  
 GEORGE MERCER ASSOCIATES INC.  
 LANDSCAPE ARCHITECTURE  
 960 SEACOAST DRIVE STE. 20  
 IMPERIAL BEACH, CA 91932  
 (619) 882-2499



RECEIVED

AUG 11 2021

Community Development Dept.  
City of Solana Beach

APPLICATION FOR VIEW ASSESSMENT  
(Structure Development Permit)

Project No.: DPR21-004/SDP21-004

1. Address of property for which the structure development permit has been requested:

211 Ocean Street, Solana Beach

2. Provide the following information for the individual filing this Application for Assessment:

Name: Asli Carome c/o The Law Office of Julie M. Hamilton

Address: 201 Ocean Street, Solana Beach

Phone Number: (619) 278-0701

Email: julie@jmhamiltonlaw.com

3. Description of the viewing area as defined in Solana Beach Zoning Ordinance, Section 17.63.020(I) and extent of impairment: Dining Room, Master Bedroom, Outdoor Living Area

4. Identify the portion of the proposed structure which is the most objectionable and suggestions to minimize the view impairment: The structure will remove all views of the sunset to the west. The proposed residence is massed in a manner that invades the privacy of my home and walls off air and light, in addition to significantly impairing my main views.

5. Description of the Claimants attempt(s) to resolve this issue with the owner/representative of the property for which a Structure Development Permit has been requested: The applicant provided plans to me in 2019 and told me they would not oppose my project if I agreed not to oppose their project. We did not come to an agreement. The applicant did not share the revised plans for the currently proposed residence until I made repeated requests for the plans. Initially, the applicant told me to view the plans at the City. The applicant provided me an incomplete set of plans on July 22, I asked for the missing pages which were provided on August 9. I immediately contacted the applicant and requested a meeting. We met via Zoom and did not come to a resolution. I believe more time would be beneficial.

Asli Carome  
Signature of Applicant for Assessment

8/10/2021  
Date Submitted

STAFF USE ONLY:

Application for Assessment fee paid? \_\_\_\_\_



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**CITY OF SOLANA BEACH**[www.cityofsolanabeach.org](http://www.cityofsolanabeach.org)635 SOUTH HIGHWAY 101 • SOLANA BEACH, CA 92075 • (858) 720-2400 • Fax (858) 720-2455

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**CITY OF SOLANA BEACH****View Assessment Commission Notice of Recommendation  
Tuesday, October 19, 2021 - 6:00 P.M. Regular Mtg via Teleconference**

**PROJECT CASE NO:** DRP21-004/SDP21-004 Blakely Residence

**PROJECT LOCATION:** 211 Ocean Street, Solana Beach

**APPLICANTS:** Ford and Cassie Blakely

**REPRESENTATIVE:** Craig Frieauf, Frieauf Architects

**PRESENT VAC MEMBERS:** Matt Cohen, Paul Bishop, Pat Coad, Robert Moldenhauer, Linda Najjar, and Robert Zajac

**STAFF MEMBERS:** Joseph Lim, Community Development Director, Katie Benson, Senior Planner; John Delmer, Junior Planner; Elizabeth Mitchell, Assistant City Attorney

**ABSENT:** Frank Stribling (Recused)

**ASSESSMENT FILED BY:**

Name: Asli Carome c/o Julie Hamilton, Law Office of Julie Hamilton  
Address: 201 Ocean Street

**PROJECT DESCRIPTION:**

The Applicants are requesting the approval of a Structure Development Permit (SDP) to demolish a single-story single-family residence and construct a replacement two-story single-family residence with an attached two-car garage. The 8,360 square-foot lot is located within the Medium Residential (MR) Zone, and the Scaled Residential Overlay Zone (SROZ). The following is a breakdown of the existing floor area

Proposed First Floor	1,713 SF
Proposed Second Floor	1,613 SF
Proposed First Floor Garage	485 SF
Subtotal	3,811 SF
Required Parking Exemption	- 400 SF
<b>Total Floor Area Proposed</b>	<b>3,411 SF</b>
<b>Maximum Allowable Floor Area (SROZ)</b>	<b>3,413 SF</b>

**ATTACHMENT 4**

The maximum building height is proposed at 25.00 feet above the proposed grade with the highest pole at 100.75 feet above mean sea level (MSL).

**DATE OF VAC MEETING:** October 19, 2021

The project was heard at the October 19, 2021 regular meeting, which was conducted via teleconference in accordance with Government Code sections 54953(e) and 54954.3 and other applicable law.

**FINDINGS:**

1. The Applicants for the Structure Development Permit have made a reasonable attempt to resolve the view impairment issues with the Claimants requesting view assessment. Written evidence of a good faith voluntary effort to meet and discuss view issues, or of a good faith voluntary offer to submit the matter to mediation, is hereby deemed to be a reasonable attempt to resolve view impairment issues.

**Written accounts and oral testimony at the public meeting showed that there had been communication between the Applicants and the Claimant.**

2. The proposed structure does not significantly impair any view from public property (parks, major thoroughfares, bikeways, walkways, equestrian trails), which has been identified in the City's General Plan or City designated viewing areas.

**The subject property is not located within designated public viewing areas; therefore, the proposed structure does not significantly impair views from public property.**

3. The proposed structure is designed and situated in such a manner as to minimize impairment of views.

**The majority of the VAC members found the Claimant's primary view to be toward the northeast. By consensus, the VAC members found that the proposed structure, with two conditions, is designed and situated in such a manner as to minimize impairment of views.**

4. There is significant cumulative view impairment caused by granting the application as proposed.

**The VAC members found that there would not be significant cumulative view impairment caused by granting the application if adjacent lots were allowed to construct a development of a similar size and height.**

5. The proposed structure in general is not compatible with the immediate neighborhood character.

**The VAC members found that the proposed development is compatible with the immediate neighborhood character, including design, bulk, scale, height, and size.**

**VAC RECOMMENDATION:** Approve with Conditions.

**VAC VOTE:**

After discussion between the Commission, the Applicants and the Claimants, Commissioner Bishop moved to recommend approval of the project subject to the following conditions: lowering the chimney height to 9 feet (14 feet above grade) and reducing the east-facing window above the master bath tub to 2 feet, 4 inches. Motion seconded by Commissioner Zajac. Passed 6/0/1 (Stribling Absent/Recused).

**ISSUE DATE OF VAC RECOMMENDATION:** October 19, 2021



Joseph Lim, Community Development Director  
Staff Liaison, View Assessment Committee



Matt Cohen, Chair  
View Assessment Committee



## STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** November 10, 2021  
**ORIGINATING DEPT:** Community Development Department  
**SUBJECT:** **Public Hearing: Request for a DRP and SDP to Demolish a Single-Family Residence, Construct a Replacement Two-Story, Single-Family Residence with an Attached Two-Car Garage, and Perform Associated Site Improvements at 211 Ocean St. (DRP21-004/SDP21-004; Applicants: Ford and Cassie Blakely; APN: 263-042-05; Resolution 2021-128)**

### STAFF REPORT UPDATE Item # B.1

#### **DISCUSSION:**

The Staff Report includes incorrect lot size and maximum allowable floor area for the property located at 201 Ocean Street. 201 Ocean Street received City Council approval of a DRP/SDP and the associated Staff Report dated August 26, 2020 included the accurate lot size (7,817 square feet) and associated maximum floor area (3,318 square feet) for the property. Table 2 should be revised to reflect the following information for property #16; 201 Ocean Street, which shows that the approved square footage would not exceed the maximum allowable for the property:

#	Property Address	Lot Size in ft <sup>2</sup> (GIS)	Existing ft <sup>2</sup> Onsite (Assessor's)	Proposed / Recently Approved ft <sup>2</sup>	Max. Allowable ft <sup>2</sup>	Zone
16	201 OCEAN ST	7,817	1,897	3,217	3,318	MR

The Staff Report incorrectly explains the required improvements within the public right-of-way (page 10 of 12). If approved, the Applicants will be required to remove the existing wall and widen the existing four-foot-wide sidewalk to six feet wide. The Applicants will also be required to provide landscaping between the back of the proposed sidewalk and the new retaining wall which will be constructed on the property line. The revised Preliminary Grading Plan, which includes the six-foot-wide sidewalk and landscape area, is included in Attachment 1.

Engineering Condition C.I.c. of Resolution 2021-128 shall be modified to read as follows:

Widening of the existing four feet wide sidewalk to six feet wide sidewalk with appropriate transitional sections to match the proposed driveway to the west and the existing sidewalk to the east **as well as construction of landscaping between the back of the proposed sidewalk and the new retaining wall, which will be constructed on the property line.**

# PRELIMINARY GRADING PLAN

## GENERAL NOTES

- APPROVAL OF THIS GRADING PLAN DOES NOT CONSTITUTE APPROVAL OF VERTICAL OR HORIZONTAL ALIGNMENT OF ANY PRIVATE ROAD SHOWN HEREIN FOR PUBLIC ROAD PURPOSES.
- FINAL APPROVAL OF THESE GRADING PLANS IS SUBJECT TO FINAL APPROVAL OF THE ASSOCIATED IMPROVEMENT PLANS WHERE APPLICABLE. FINAL CURB GRADE ELEVATIONS MAY REQUIRE CHANGES IN THESE PLANS.
- IMPORT MATERIALS SHALL BE LEGALLY OBTAINED.
- A SEPARATE PERMIT FROM THE CITY ENGINEER WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT-OF-WAY.
- ALL SLOPES OVER THREE (3) FEET IN HEIGHT SHALL BE LANDSCAPED AND IRRIGATED.
- THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND LOCATION OF ALL UTILITIES BEFORE COMMENCING WORK. NOTICE OF PROPOSED WORK SHALL BE GIVEN TO THE FOLLOWING AGENCIES:  
UNDERGROUND S.A. (800)-227-2600
- A SOILS REPORT SHALL BE PROVIDED AS REQUIRED BY THE CITY OF SOLANA BEACH PRIOR TO ISSUANCE OF A GRADING PERMIT.
- APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK OR GRADING TO BE PERFORMED UNTIL THE PROPERTY OWNER'S PERMISSION HAS BEEN OBTAINED AND A VALID GRADING PERMIT HAS BEEN ISSUED.
- THE CITY ENGINEER'S APPROVAL OF THESE PLANS DOES NOT CONSTITUTE THE BUILDING OFFICIAL'S APPROVAL OF ANY FOUNDATION FOR STRUCTURES TO BE PLACED ON THE AREA COVERED BY THESE PLANS. NO WAIVER OF THE GRADING ORDINANCE REQUIREMENTS CONCERNING MINIMUM COVER OVER EXPANSIVE SOILS IS MADE OR IMPLIED.
- ALL OPERATIONS CONDUCTED ON THE PREMISES, INCLUDING THE WARMING UP, REPAIR, ARRIVAL, DEPARTURE OR RUNNING OF TRUCKS, EARTHMOVING EQUIPMENT, CONSTRUCTION EQUIPMENT AND ANY OTHER ASSOCIATED GRADING EQUIPMENT SHALL BE LIMITED TO THE PERIOD BETWEEN 7:00 a.m. AND 6:00 p.m. EACH DAY, MONDAY THROUGH FRIDAY, AND NO EARTHMOVING OR GRADING OPERATIONS SHALL BE CONDUCTED ON THE PREMISES ON SATURDAYS, SUNDAYS OR HOLIDAYS WITHOUT THE WRITTEN PERMISSION OF THE CITY ENGINEER.
- ALL MAJOR SLOPES SHALL BE ROUNDED INTO EXISTING TERRAIN TO PRODUCE A CONTOURED TRANSITION FROM CUT OR FILL FACES TO NATURAL GROUND AND ABUTTING CUT OR FILL FACES.
- NOTWITHSTANDING THE MINIMUM STANDARDS SET FORTH IN THE GRADING ORDINANCE, AND NOTWITHSTANDING THE APPROVAL OF THESE GRADING PLANS, THE PERMITTEE IS RESPONSIBLE FOR THE PREVENTION OF DAMAGE TO THE ADJACENT PROPERTY. NO PERSON SHALL EXCAVATE ON LAND SO CLOSE TO THE PROPERTY LINE AS TO ENDANGER ANY ADJOINING PUBLIC STREET, SIDEWALK, ALLEY, FUNCTION OF ANY SEWAGE DISPOSAL SYSTEM, OR ANY OTHER PUBLIC OR PRIVATE PROPERTY WITHOUT SUPPORTING AND PROTECTING SUCH PROPERTY FROM SETTLING, CRACKING, EROSION, SILTING, SCOUR OR OTHER DAMAGE WHICH MIGHT RESULT FROM THE GRADING DESCRIBED ON THIS PLAN. THE CITY WILL HOLD THE PERMITTEE RESPONSIBLE FOR CORRECTION ON NON-DEDICATED IMPROVEMENTS WHICH DAMAGE ADJACENT PROPERTY.
- SLOPE RATIOS: CUT 1:2, FILL 1:2  
CUT: 30 CY FILL: 80 CY IMPORT: 50 CY  
(NOTE: A SEPARATE VALID PERMIT MUST EXIST FOR OFFSITE IMPORT OR EXPORT AREAS.)  
\*\* THE QUANTITIES ESTIMATED ABOVE ARE FOR PERMIT PURPOSES ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION BIDS. CONTRACTORS ARE RESPONSIBLE FOR THEIR OWN EARTHWORK QUANTITIES.
- SPECIAL CONDITIONS: IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED ON THE SITE OF THIS GRADING DURING GRADING OPERATIONS, SUCH OPERATIONS WILL CEASE IMMEDIATELY, AND THE PERMITTEE WILL NOTIFY THE CITY ENGINEER OF THE DISCOVERY. GRADING OPERATIONS WILL NOT COMMENCE UNTIL THE PERMITTEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO.
- ALL GRADING SHOWN ON THIS PLAN SHALL BE COMPLETED AS A SINGULAR UNIT WITH NO PROVISION FOR PARTIAL RELEASES. SHOULD IT BE ANTICIPATED THAT A PORTION OF THIS PROJECT BE COMPLETED SEPARATELY, A SEPARATE PLAN AND PERMIT APPLICATION SHALL BE SUBMITTED FOR APPROVAL.
- THE CONTRACTOR SHALL NOTIFY THE CITY OF SOLANA BEACH 858.720.2470 24 HOURS BEFORE GRADING OPERATIONS BEGIN.
- FINISHED GRADING AND PLANTING SHALL BE ACCOMPLISHED ON ALL SLOPES PRIOR TO OCTOBER 1, OR IMMEDIATELY UPON COMPLETION OF ANY SLOPES GRADED BETWEEN OCTOBER 1 AND APRIL 1, PRIOR TO ANY PLANTING. ALL LANDSCAPING SHALL BE APPROVED BY THE PLANNING DEPARTMENT AT THE DEVELOPMENT REVIEW STAGE, OR BY SEPARATE LANDSCAPE PLAN.
- ALL OFF-SITE HAUL ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL 72 HOURS PRIOR TO THE BEGINNING OF WORK.
- UPON FINAL COMPLETION OF THE WORK UNDER THE GRADING PERMIT, BUT PRIOR TO FINAL GRADING APPROVAL AND/OR FINAL RELEASE OF SECURITY, AN AS-GRADED CERTIFICATE SHALL BE PROVIDED STATING: "THE GRADING UNDER PERMIT NO. SGRG-216 HAS BEEN PERFORMED IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED GRADING PLAN OR AS SHOWN ON THE ATTACHED AS-GRADED PLAN". THIS STATEMENT SHALL BE FOLLOWED BY THE DATE AND SIGNATURE OF THE CIVIL ENGINEER WHO CERTIFIES SUCH A GRADING OPERATION.
- THE CONTRACTOR SHALL DESIGN, CONSTRUCT, AND MAINTAIN ALL SAFETY DEVICES INCLUDING SHORING, AND SHALL BE RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE, AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.

## EROSION CONTROL NOTES

- STORM WATER AND NON-STORM WATER DISCHARGE CONTROL: BEST MANAGEMENT PRACTICES SHALL BE DEVELOPED AND IMPLEMENTED TO MANAGE STORM WATER AND NON-STORM WATER DISCHARGES FROM THE SITE AT ALL TIMES DURING EXCAVATION AND GRADING ACTIVITIES.
- EROSION AND SEDIMENT CONTROL: EROSION PREVENTION SHALL BE EMPHASIZED AS THE MOST IMPORTANT MEASURE FOR KEEPING SEDIMENT ON SITE DURING EXCAVATION AND GRADING ACTIVITIES. SEDIMENT CONTROLS SHALL BE USED AS A SUPPLEMENT TO EROSION PREVENTION FOR KEEPING SEDIMENT ON SITE.
- EROSION CONTROL ON SLOPES SHALL BE MITIGATED BY INSTALLING LANDSCAPING AS PER APPROVED LANDSCAPE PLANS AS REQUIRED BY THE DEVELOPMENT REVIEW CONDITIONS, OR BY TEMPORARY EROSION CONTROL CONFORMING TO THE FOLLOWING:  
NON-IRRIGATED HYDROSEED MIX WITH A FIBER MATRIX APPLIED AT 4,000 LB/ACRE.  
LBS/ACRE: 20  
% PURITY/ACRE: 70% PLUS  
SEED SPECIES: ATRIPLEX GLAUCA, PLANTAGO INSULARIS, ENCLIS FARNHOSA, LOTUS SCOPARIUS, EXCHSCHIOLTZIA CALIF.  
SCARIFIED: 50% PLUS
- THE TOPS OF ALL SLOPES TALLER THAN 5' SHALL BE Diked OR TRENCHED TO PREVENT WATER FLOWING OVER CRESTS OF SLOPES.
- CATCH BASINS, DESILTING BASINS, AND STORM DRAIN SYSTEMS SHALL BE INSTALLED TO THE SATISFACTION OF THE CITY ENGINEER.
- SAND BAG CHECK DAMS, SILT FENCES, FIBER ROLLS OR OTHER APPROVED BMP'S SHALL BE PLACED IN UNPAVED AREAS WITH GRADIENTS IN EXCESS OF 2%, AS WELL AS AT OR NEAR EVERY POINT WHERE CONCENTRATED FLOW LEAVE THE SITE.
- SAND BAGS SHALL BE PLACED ON THE UPSTREAM SIDE OF ALL DRAINAGE INLETS TO MINIMIZE SILT BUILDUP IN THE INLETS AND PIPES.
- THE CONTRACTOR SHALL REPAIR ANY ERODED SLOPES AS DIRECTED BY THE OFFICE OF THE CITY ENGINEER.
- THE CONTRACTOR SHALL SWEEP ROADWAYS AND ENTRANCES TO AND FROM THE SITE ON A REGULAR BASIS TO KEEP THEM FREE OF SOIL ACCUMULATION AND AT ALL OTHER TIMES DIRECTED BY THE CITY ENGINEER.
- THE CONTRACTOR SHALL WATER SITE ON A CONTINUOUS BASIS TO MINIMIZE AIR BORNE DUST CREATED FROM GRADING AND HAULING OPERATIONS OR EXCESSIVE WIND CONDITIONS, AND AT ALL TIMES DIRECTED BY THE CITY ENGINEER.
- IN THE EVENT SILT DOES ENTER THE EXISTING PUBLIC STORM DRAIN SYSTEM, REMOVAL OF THE SILT FROM THE SYSTEM WILL BE DONE AT THE DEVELOPER'S EXPENSE.

## ABBREVIATIONS

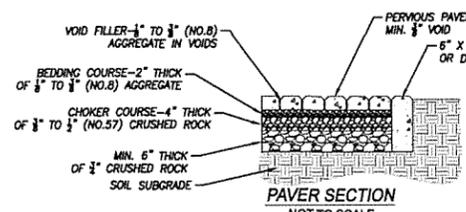
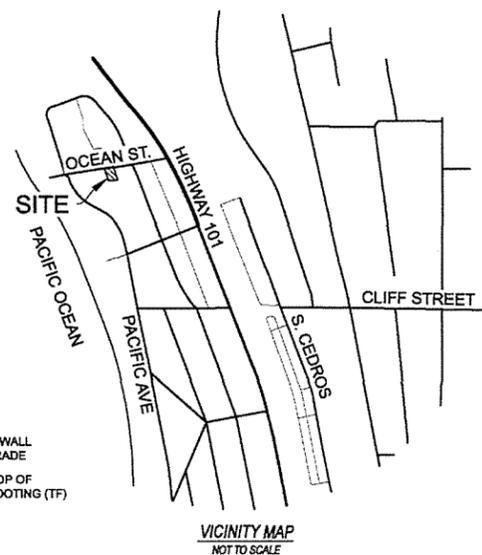
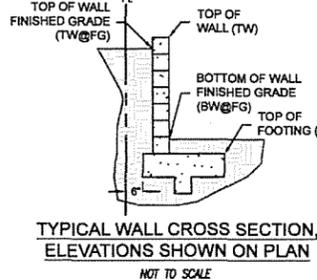
CL CENTER LINE  
PL PROPERTY LINE  
IE INVERT ELEVATION  
FF FINISHED FLOOR  
FG FINISHED GRADE  
FS FINISHED SURFACE  
FL FLOW LINE  
PROPOSED ELEVATION XXX.X  
EXISTING ELEVATION (XXX.X)  
TS TOP OF STEP  
BS BOTTOM OF STEP  
P.A. PLANTER AREA  
TC TOP OF CURB  
TG TOP OF GRADE  
TW TOP OF WALL  
TY TOP OF YARD SETBACK  
FYSS FRONT YARD SETBACK  
RYSS REAR YARD SETBACK  
SYSS SIDE YARD SETBACK  
TF TOP OF WALL AT FINISHED GRADE  
BWFPG BOTTOM OF WALL AT FINISHED GRADE  
RDFD ROOF DOWN SPOUT

## EXISTING CONDITION

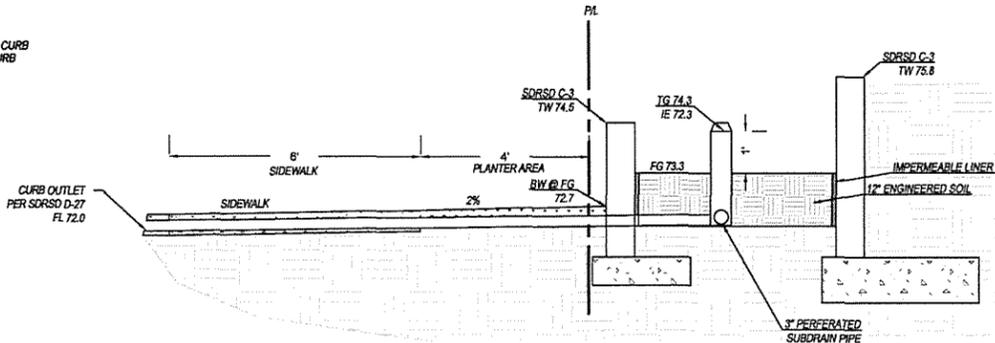
IMPERVIOUS: 4,000 SF  
PERVIOUS: 4,360 SF

## PROPOSED CONDITION

IMPERVIOUS: 4,342 SF  
HARDSCAPE: 1,683 SF  
BUILDING: 2,208 SF  
ADU: 451 SF  
PERVIOUS: 4,018 SF  
LANDSCAPE: 1,419 SF  
POOL: 845 SF  
BMP: 65 SF



NOTE:  
-ALL AGGREGATE MUST BE CLEAN/WASHED AND FREE OF FINES (SAND, SILT, ETC.)  
-THE PAVERS SHALL NOT BE SEALED ONCE THE VOID FILLER HAS BEEN ADDED  
-EACH COURSE SHALL BE VIBRATORY COMPACTED BEFORE PLACEMENT OF NEXT COURSE  
-NO IMPERVIOUS LINER OR FILTER FABRIC IS TO BE USED  
-SPECIAL APPROVAL REQUIRED FOR USE IN HIGHLY EXPANSIVE SOIL - SUBDRAIN MAY BE REQUIRED  
\*\*CONSTRUCTION NOTE:  
-PAVERS TO BE COVERED AND PROTECTED DURING CONSTRUCTION



## LEGAL DESCRIPTION

LOT 14, IN BLOCK 3 OF SOLANA BEACH VISTA, IN THE CITY OF SOLANA BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL MAP THEREOF NO. 2143, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON DECEMBER 17, 1928.

## A.P.N.:

263-042-05

## SITE ADDRESS:

211 OCEAN STREET  
SOLANA BEACH, CA 92075

## OWNER/PERMITTEE:

FORD AND CASSIE BLAKELY  
211 OCEAN STREET  
SOLANA BEACH, CA 92075

## TOPOGRAPHIC SURVEY:

COASTAL LAND SOLUTIONS  
(760)230-8025

## WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE LATEST EDITIONS OF:

## STANDARD SPECIFICATIONS

- STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION INCLUDING THE REGIONAL SUPPLEMENTAL AMENDMENTS.
- CALIFORNIA DEPARTMENT OF TRANSPORTATION "MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES"
- STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS

## STANDARD DRAWINGS

- SAN DIEGO REGIONAL STANDARD DRAWINGS
- STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD PLANS

## LEGEND

ITEM DESCRIPTION	SYMBOL
PROPERTY LINE	---
CENTERLINE OF ROAD	---
PROPOSED SETBACKS	---
PROPOSED HARDSCAPE PER LANDSCAPE ARCHITECT PLANS	---
PROPOSED CONTOUR LINE	---
EXISTING CONTOUR LINE	---
PROPOSED MASONRY RETAINING WALL PER PLAN	---
EXISTING MASONRY RETAINING WALL	---
PROPOSED PLANTER AREA	---
PROPOSED 4-INCH STORM DRAIN	---
PROPOSED ROOF DOWN SPOUT	---

## OWNER'S CERTIFICATE

I, \_\_\_\_\_ AS OWNER/DEVELOPER OF THE PROPERTY DESCRIBED HEREIN ACKNOWLEDGE THESE PLANS HAVE BEEN PREPARED AT MY DIRECTION WITH MY FULL CONSENT. I FULLY UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS CONTAINED HEREIN AND AS ATTACHED BY REFERENCE ON THIS GRADING PLAN.  
IT IS AGREED THAT FIELD CONDITIONS MAY REQUIRE CHANGES TO THESE PLANS.  
IT IS FURTHER AGREED THAT THE OWNER (DEVELOPER) SHALL HAVE A REGISTERED CIVIL ENGINEER MAKE SUCH CHANGES, ALTERATIONS OR ADDITIONS TO THESE PLANS WHICH THE CITY ENGINEER DETERMINES ARE NECESSARY AND DESIRABLE FOR THE PROPER COMPLETION OF THE IMPROVEMENTS.

I FURTHER AGREE TO COMMENCE WORK ON ANY IMPROVEMENTS SHOWN ON THESE PLANS WITHIN EXISTING CITY RIGHT-OF-WAY WITHIN 60 DAYS OF THE CONSTRUCTION PERMIT AND TO PURSUE SUCH WORK ACTIVELY ON EVERY NORMAL WORKING DAY UNTIL COMPLETED, IRRESPECTIVE AND INDEPENDENT OF ANY OTHER WORK ASSOCIATED WITH THIS PROJECT OR UNDER MY CONTROL.

FORD AND CASSIE BLAKELY  
211 OCEAN STREET  
SOLANA BEACH, CA 92075

## DECLARATION OF RESPONSIBLE CHARGE

I, BRIAN M. ARDOLINO, HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS AND THE CITY OF SOLANA BEACH RESOLUTION NO. 2007-170.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SOLANA BEACH IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME OF RESPONSIBILITIES FOR PROJECT DESIGN.

BY: BRIAN ARDOLINO  
RCE No. 71651 EXP 12/31/2021  
PASCO LARET SUTTER & ASSOCIATES



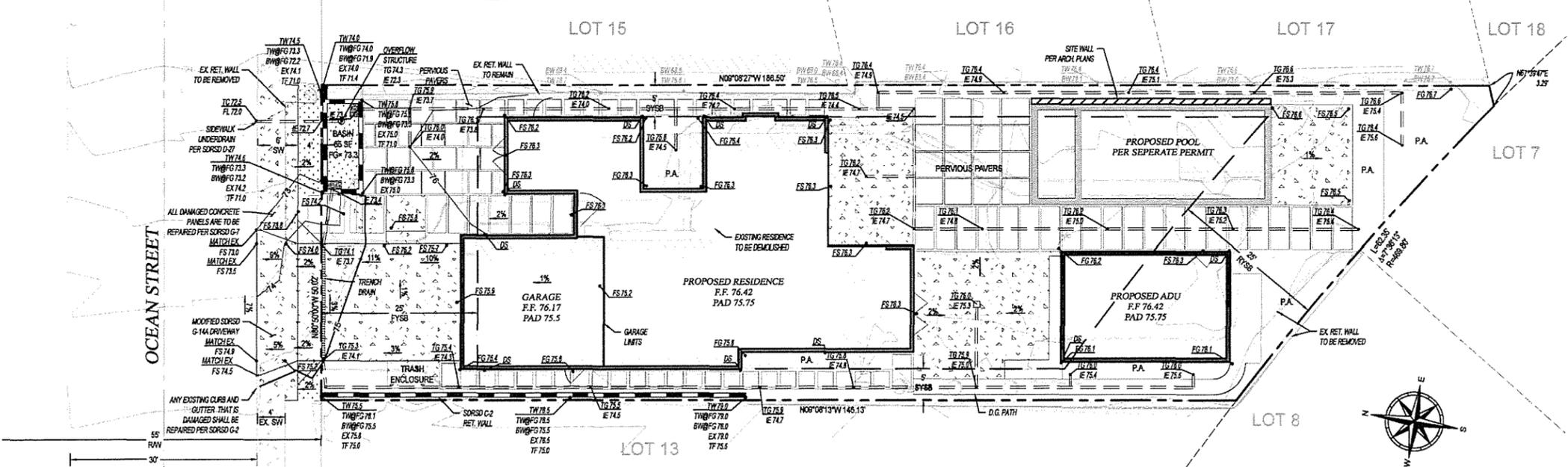
## ADU EARTHWORK QUANTITIES:

SITE GRADING:  
CUT: 5 CY  
FILL: 0 CY  
EXCAVATION FOR FOOTINGS: 0 CY  
REMOVAL & RECOMPACTION (UNDER STRUCTURE): 16 CY  
TOTAL GRADING: 21 CY  
TOTAL EXPORT: 5 CY

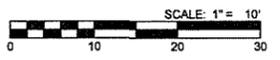
## EARTHWORK QUANTITIES:

SITE GRADING (OUTSIDE OF STRUCTURE):  
CUT: 30 CY  
FILL: 80 CY  
EXCAVATION FOR FOOTINGS: 5 CY  
REMOVAL & RECOMPACTION (UNDER STRUCTURE): 100 CY  
TOTAL GRADING (CUT AND FILL OUTSIDE & BELOW STRUCTURE): 215 CY  
TOTAL IMPORT: 50 CY

\* EARTHWORK QUANTITIES ARE ESTIMATED FOR PERMIT PURPOSES ONLY AND REPRESENT COMPACTED (IN PLACE) VOLUMES ONLY. THESE VALUES ARE CALCULATED ON A THEORETICAL BASIS. ACTUAL QUANTITIES MAY VARY DUE TO OBSERVED SHRINKAGE AND/OR SWELL FACTORS.



PRELIMINARY GRADING PLAN  
SCALE: 1" = 10'

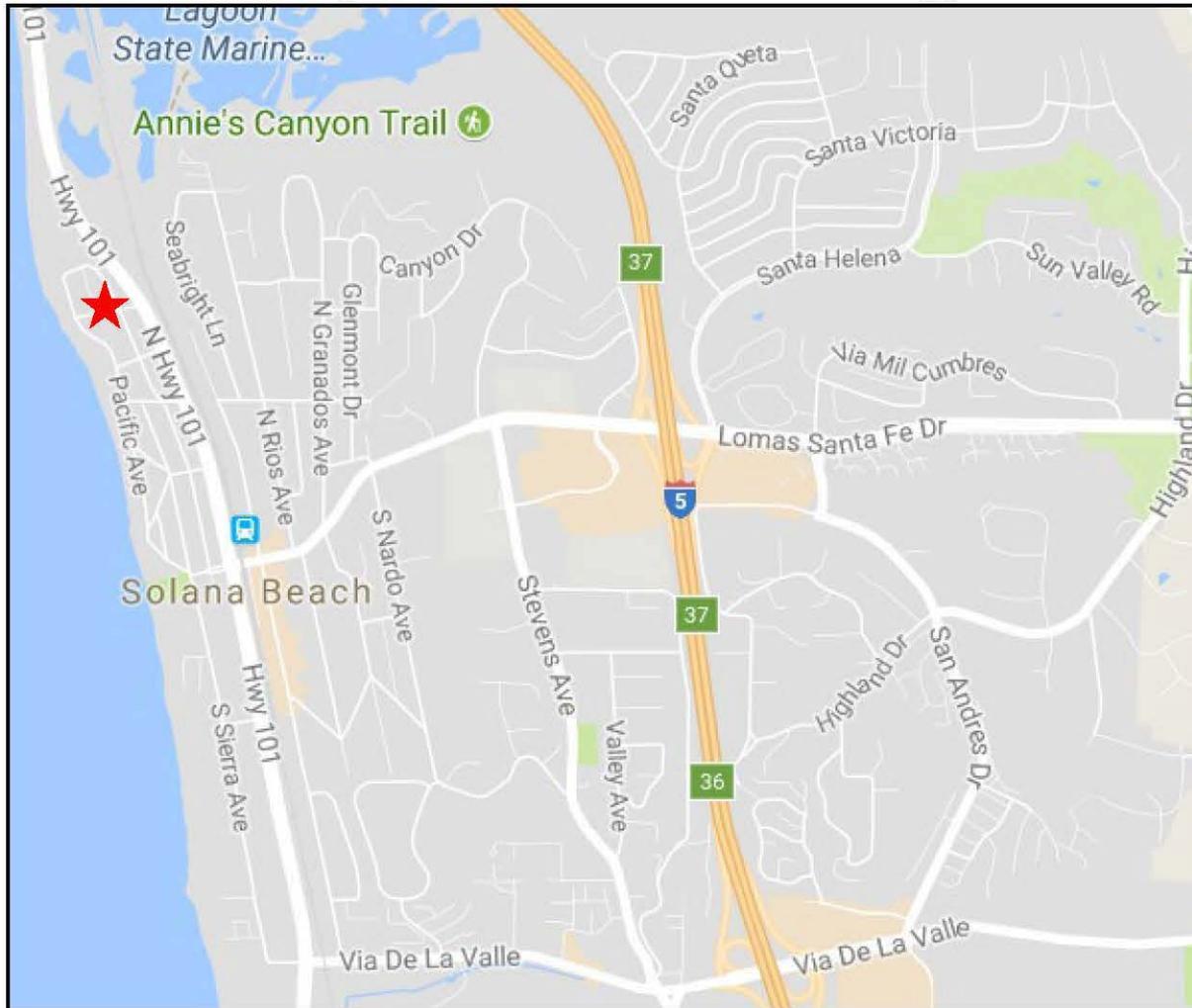


ENGINEER OF WORK		CITY APPROVED CHANGES		APPD	DATE	RECOMMENDED FOR APPROVAL	APPROVED FOR CONSTRUCTION	BENCH MARK	CITY OF SOLANA BEACH		DRAWING NO.
SEL	By: <i>Brian Ardolino</i> Date: _____					By: Review Engineer	By: _____	DESCRIPTION: "ENC-43" PER SOLANA BEACH SURVEY CONTROL LOCATION: 0.2 MILE NORTH OF SOLANA VISTA DR. ON THE E. SIDE OF NB HWY101, 6ET WEST OF CASDIEY BY THE SEA, SIGN. RECORD FROM: ROS NO. 18971 ELEV: 34.670' DATUM: NGVD 68	PRELIMINARY GRADING PLAN FOR: <b>211 OCEAN STREET</b>		DRP 21-004 SDP 21-004
Drawn By	Name: BRIAN ARDOLINO R.C.E. 71651 Exp: 12/31/21					Date: _____	Date: _____		COASTAL COMMISSION PERMIT NO. _____		SHEET 1 OF 1

# Blakely Residence

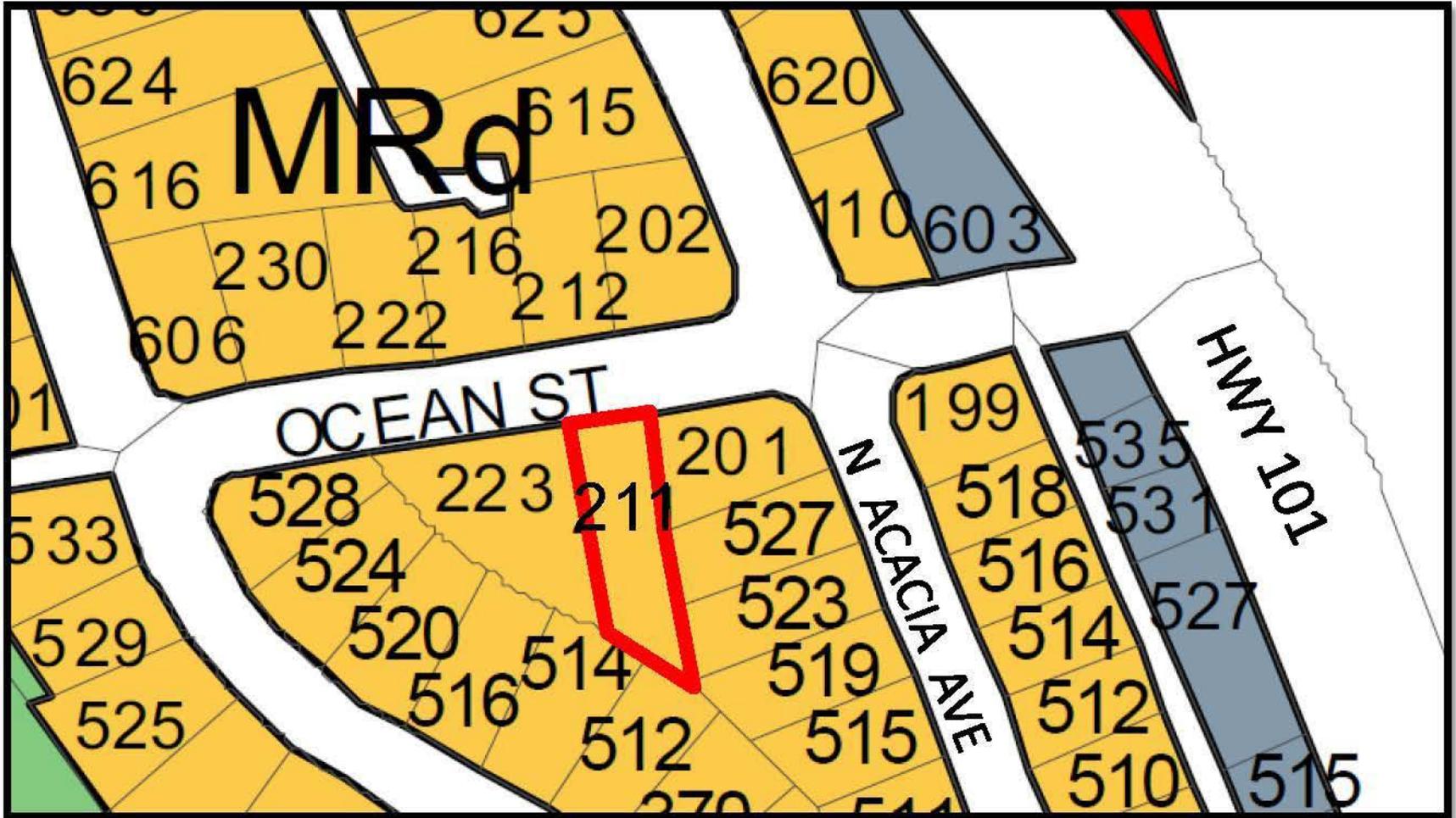
## DRP21-004 / SDP21-016

### City Council Meeting



# Zoning Designation

Medium Residential (MR) – 5-7 Dwelling Units per Acre



# Aerial Photo



Note: The outline shown is approximate and is not intended to show the actual property lines.

# Zoning Regulations and Permit Threshold

- DRP Required per SBMC §17.68.040(B)(1):
  - d: Grading in excess of 100 cubic yards
  - n:
    - i. Construction in excess of 60% of the maximum allowable floor area.
    - ii. Construction of a second level that exceeds 35% of the main level floor area.
- SDP Required per SBMC §17.63.040:

Construction of an addition in excess of 16 feet in height above pre-existing grade

# Project Description

**Lot Size:** 8,360 ft<sup>2</sup>

**Maximum Allowable Floor Area:** 8,413 ft<sup>2</sup>

**Proposed Floor Area:**

Proposed First Floor	1,713 ft <sup>2</sup>
Proposed Second Floor	1,613 ft <sup>2</sup>
Proposed First Floor Garage	485 ft <sup>2</sup>
<hr/>	
Subtotal	3,811 ft <sup>2</sup>
Off-Street Parking Exemption	- 400 ft <sup>2</sup>
<hr/>	
<b>Total Proposed Floor Area</b>	<b>3,411 ft<sup>2</sup></b>

**Maximum Height Proposed:** 25.00 ft above existing grade, 100.75 MSL

**Grading:** 30 yd<sup>3</sup> of cut, 80 yd<sup>3</sup> of fill, 5 yd<sup>3</sup> of excavation for footings, 100 yd<sup>3</sup> of removal/recompaction, and 50 yd<sup>3</sup> of export (215 yd<sup>3</sup> of aggregate grading)

<b>Setbacks:</b>	<b>Required</b>	<b>Proposed Residence</b>
Front (N)*	20'	22'
Interior Side (E)	5'	5'
Interior Side (W)	5'	5'
Rear (S)	25'	58'

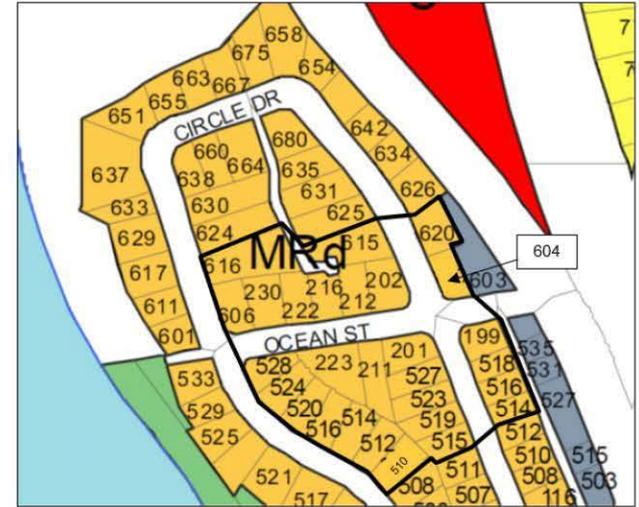
# View of the Site from Ocean Street



# Neighborhood Compatibility

**Table 2**

#	Property Address	Lot Size in ft2 (GIS)	Existing ft2 Onsite (Assessor's)	Proposed / Recently Approved ft <sup>2</sup>	Max. Allowable ft <sup>2</sup>	Zone
1	620 E CIRCLE DR	8,000	1,602		3,350	MR
2	604 E CIRCLE DR	6,500	1,498		3,088	MR
3	616 W CIRCLE DR	14,900	2,409		4,558	MR
4	606 W CIRCLE DR	7,100	2,924		3,193	MR
5	230 OCEAN ST	7,100	3,161		3,193	MR
6	222 OCEAN ST	6,700	3,141		3,123	MR
7	216 OCEAN ST	5,800	4,089 <sup>1</sup>		2,900	MR
8	212 OCEAN ST	6,600	1,452		3,105	MR
9	202 OCEAN ST	10,900	2,016		3,858	MR
10	615 E CIRCLE DR	12,000	2,913		4,050	MR
11	528 PACIFIC AVE	5,963	2,647		2,982	MR
12	524 PACIFIC AVE	6,800	4,897 <sup>2</sup>		3,140	MR
13	520 PACIFIC AVE	6,800	4,481 <sup>2</sup>		3,140	MR
14	223 OCEAN ST	12,679	4,036		4,169	MR
15	<b>211 OCEAN ST</b>	<b>8,300</b>	<b>1,259</b>	<b>3,326</b>	<b>3,403</b>	<b>MR</b>
16	201 OCEAN ST	7,817	1,897	3,217	3,318	MR
17	527 N ACACIA AVE	6,700	884		3,123	MR
18	523 N ACACIA AVE	6,750	1,016		3,131	MR
19	519 N ACACIA AVE	6,400	2,145		3,070	MR
20	515 N ACACIA AVE	6,200	3,866		3,035	MR
21	510 PACIFIC AVE	6,600	2,447		3,105	MR
22	512 PACIFIC AVE	6,700	1,414		3,123	MR
23	514 PACIFIC AVE	6,600	1,542		3,105	MR
24	516 PACIFIC AVE	6,700	1,827		3,123	MR
25	199 OCEAN ST	6,700	2,733		3,123	MR
26	514 N ACACIA AVE	5,000	3,046 <sup>2</sup>		2,500	MR
27	516 N ACACIA AVE	4,900	1,230		2,450	MR
28	518 N ACACIA AVE	4,900	2,730		2,450	MR



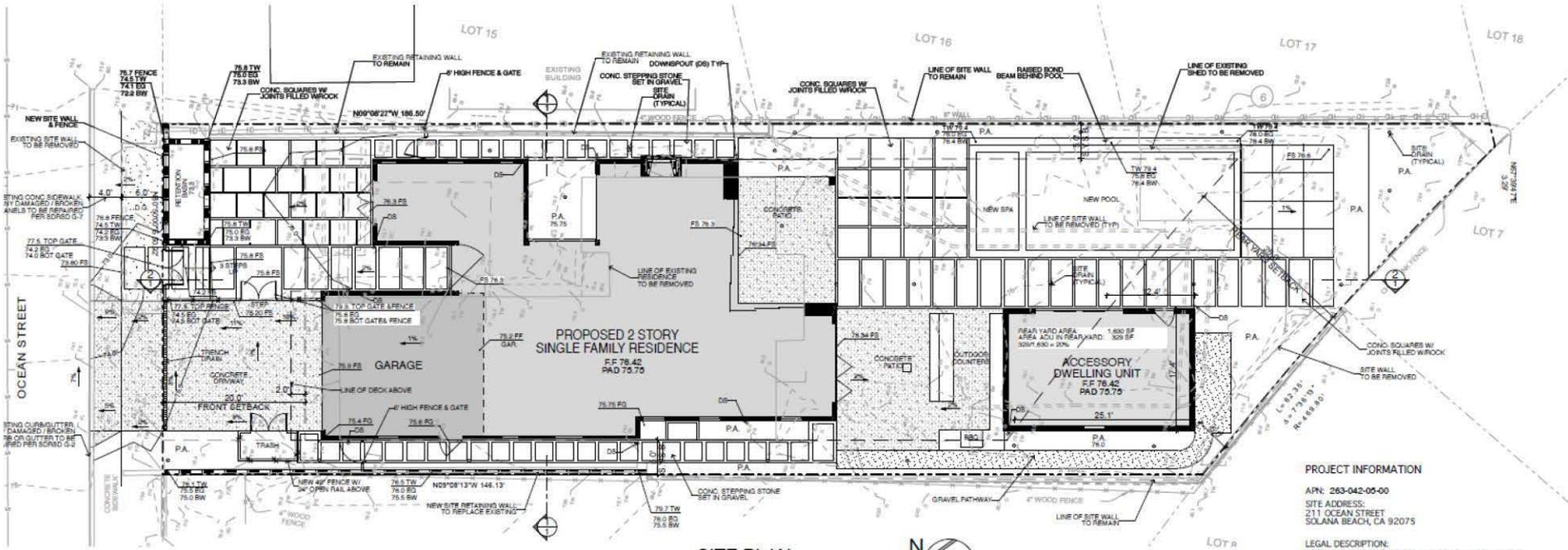
NOTE: The square footage information referenced above has been obtained from the City's Beach Database and the San Diego County Assessor's Office. The County Assessor's Office does not assume liability for the accuracy of the above information. Square footages of existing structures detailed above only include habitable living area (not gross floor area as defined by the City of Solana Beach). Square footages for existing structures do not include out-building, accessory structure, garage and/or basement.

Table revised from Staff Report based on Blue Folder information.





# Site Plan



**SITE PLAN**  
SCALE: 1/8" = 1'-0"

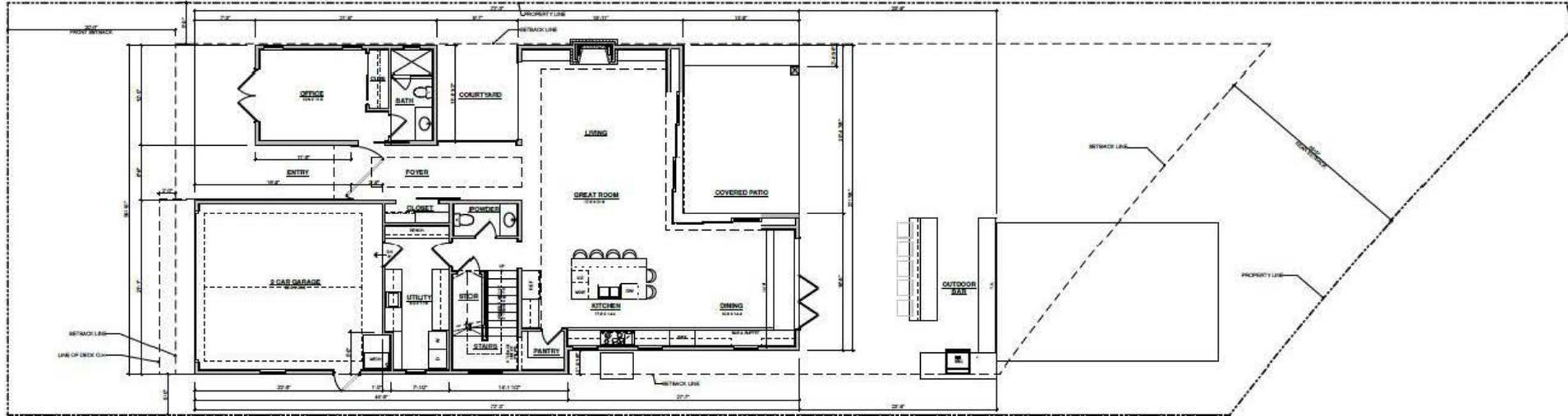
**FIRE DEPARTMENT NOTES**  
1. OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION:  
All roadways shall be a minimum of 20 feet in width during construction and maintenance from start date.

**PROJECT INFORMATION**  
APN: 263-042-05-00  
SITE ADDRESS:  
211 OCEAN STREET  
SOLANA BEACH, CA 92075

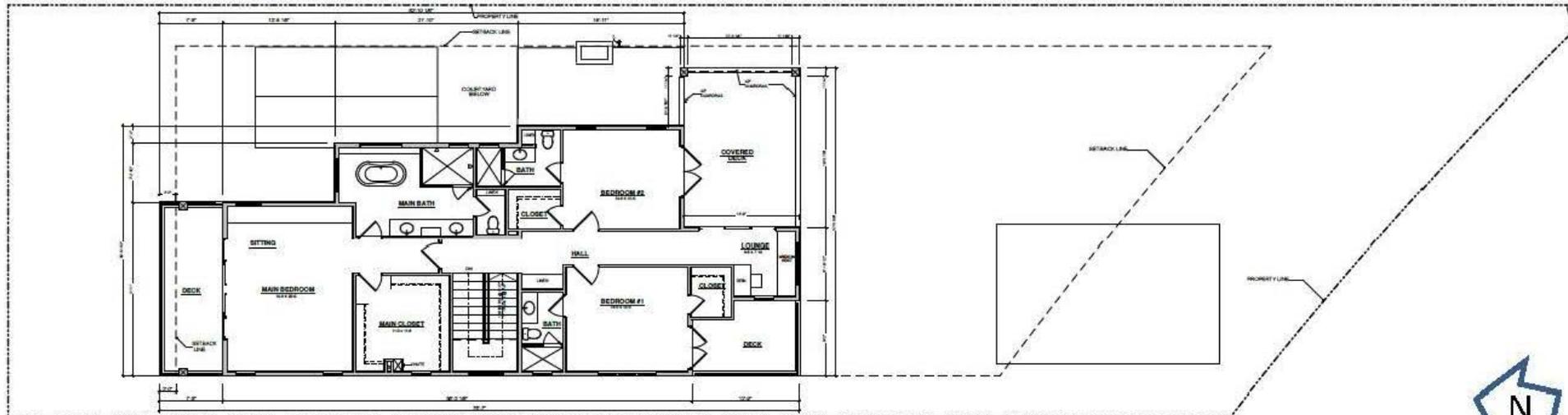
**LEGAL DESCRIPTION:**  
LOT 14, IN BLOCK 3 OF SOLANA BEACH VISTA, IN THE CITY OF SOLANA BEACH, COUNTY OF SAN DIEGO, STATE OF CA., ACCORDING TO THE OFFICIAL MAP THEREOF NO. 2143, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON DECEMBER 17, 1928



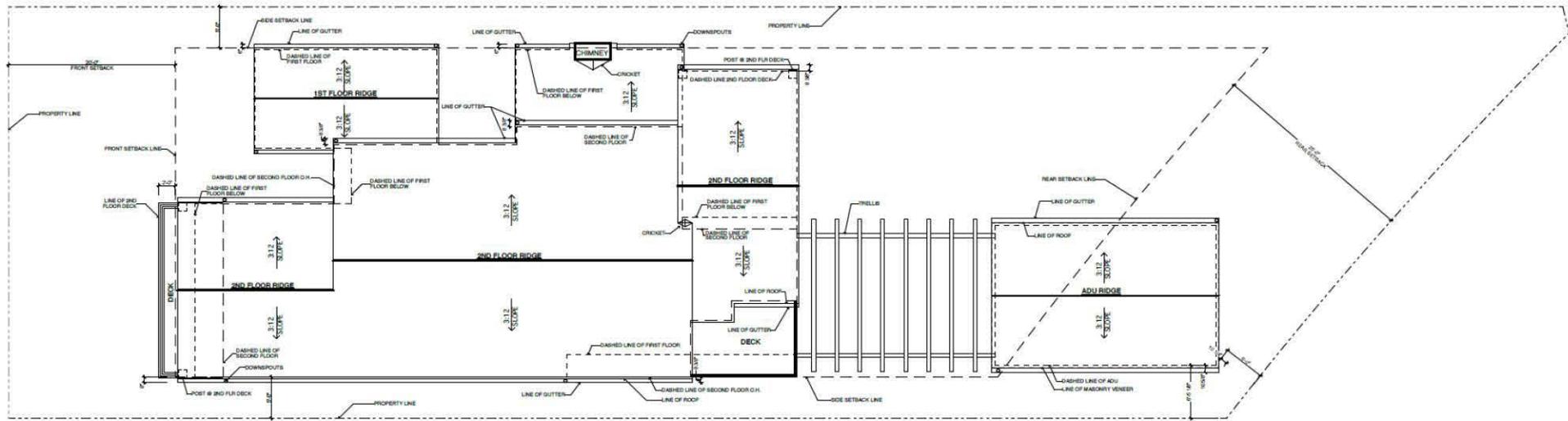
# First Floor Plan



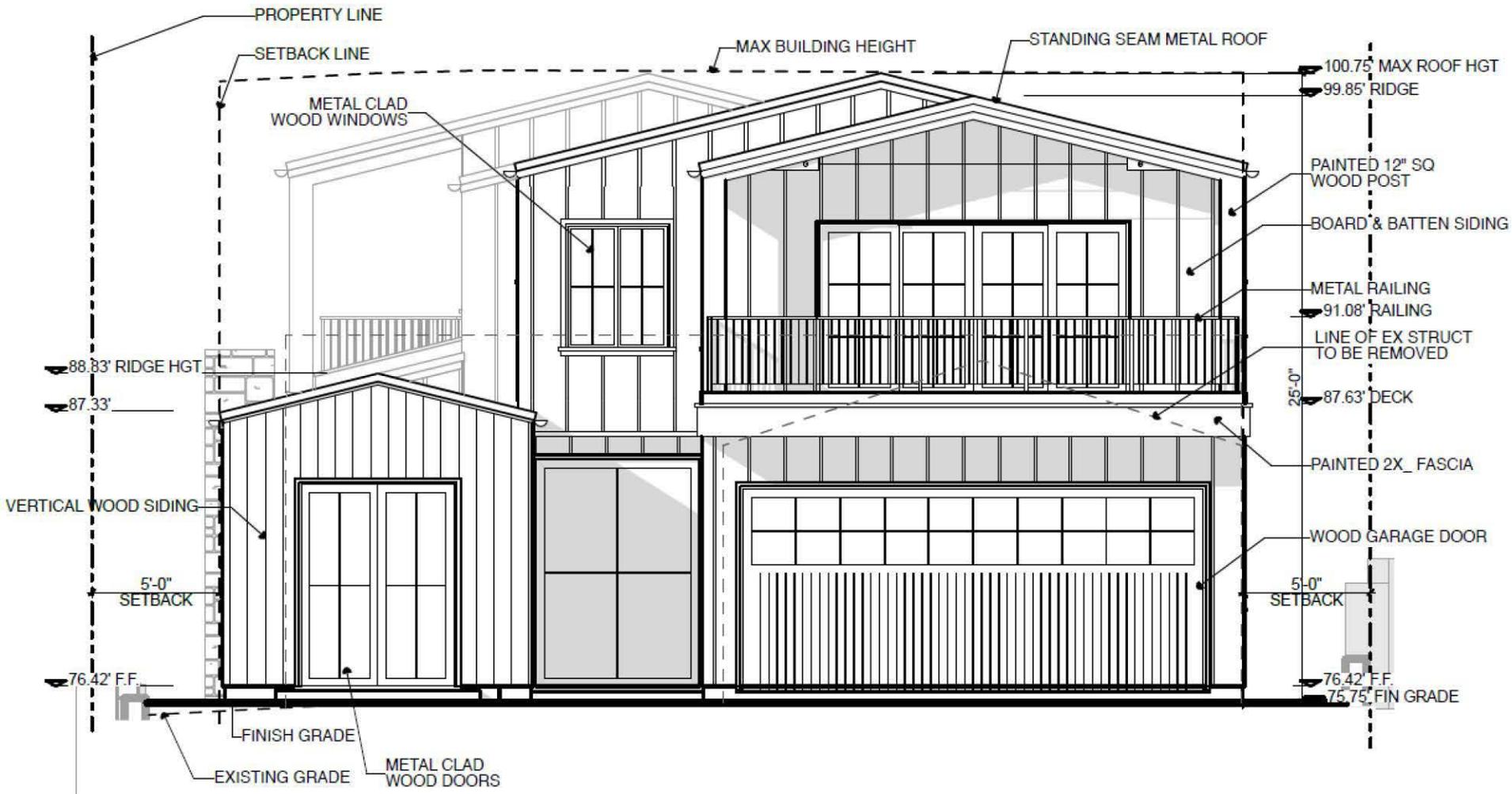
# Second Floor Plan



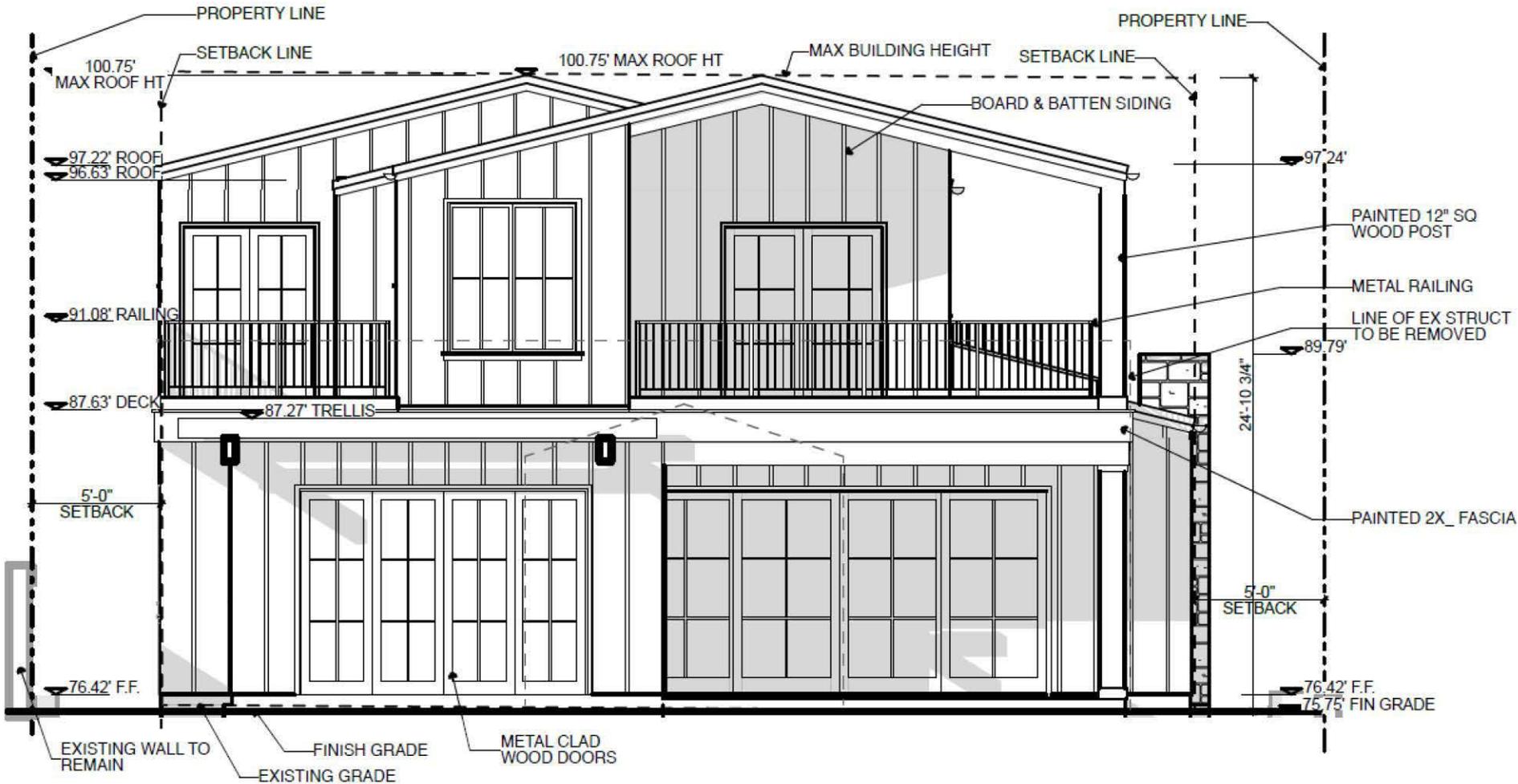
# Roof Plan



# North (Front) Elevation

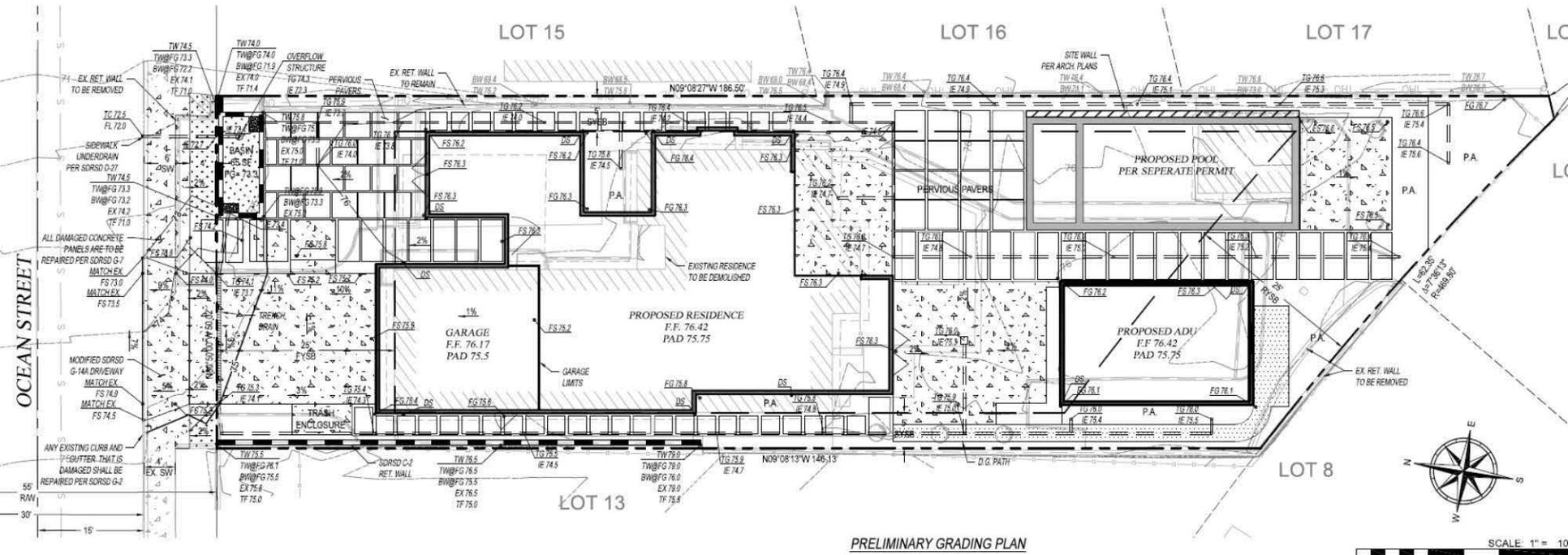


# South (Rear) Elevation



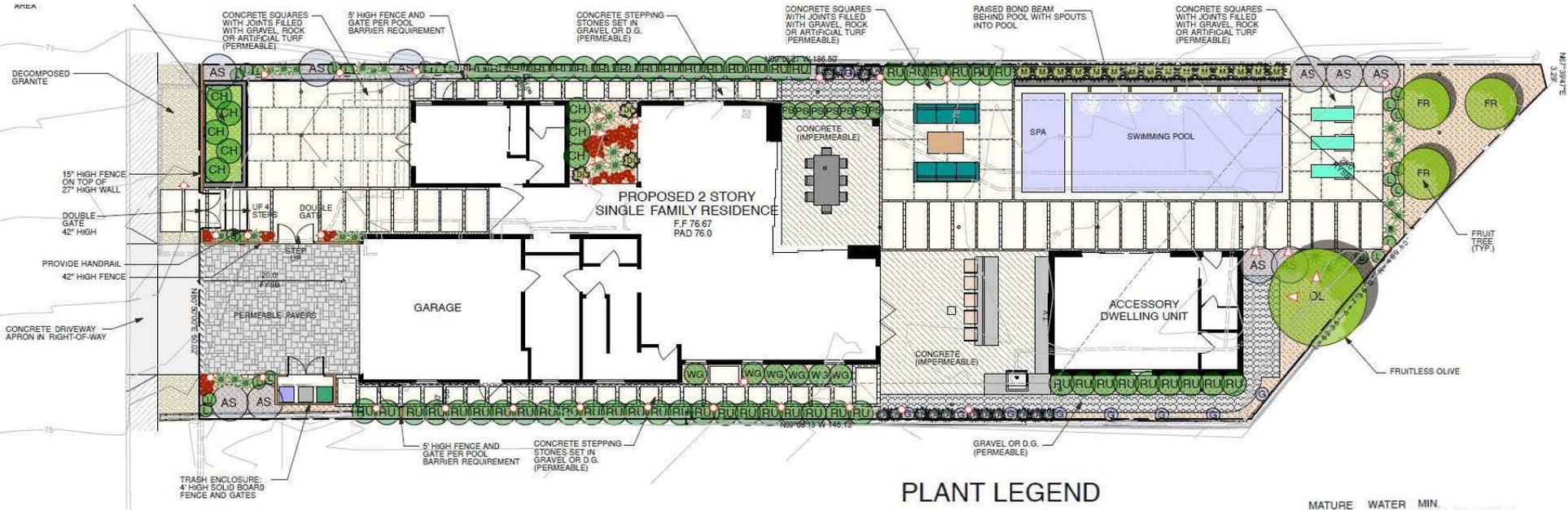


# Preliminary Grading Plan



Public Right-of-Way improvements revised per Blue Folder information

# Conceptual Landscape Plan



## PLANT LEGEND

SYMBOL	DESCRIPTION	MATURE HEIGHT	WATER USE	MIN. SIZE	QUANTITY
AS	ACCA (FEJOA) SELLOWIANA - PINEAPPLE GUAVA	18'-25'	LOW	5 GAL.	10
●	AEONIUM 'SUNBURST' - SUNBURST AEONIUM	2'	LOW	1 GAL.	44
✱	ALOE STRIATA - GHOST ALOE	2'	LOW	5 GAL.	29
GH	CHONDROPETALUM TECTORUM - CAPE RUSH	3'	LOW	5 GAL.	8
✱	DIANELLA 'LITTLE REV'	2'	LOW	1 GAL.	17
✱	DIETES BICOLOR - FORTNIGHT LILY	2'	LOW	5 GAL.	3
L	LIMONIUM PEREZII - STATICE	2'	LOW	1 GAL.	23
M	MUHLBERGIA RIGENS - DEER GRASS	3'	LOW	5 GAL.	15
RU	RHAPHIOLEPIS UMBELLATA 'MINOR' - DWARF YEDDO	4'	LOW	5 GAL.	54
WG	WESTRINGIA 'GRAY BOX' - COAST ROSEMARY	2'-3'	LOW	5 GAL.	6
G	BOUGAINVILLEA BARBARA KARST' ESPALLIER ONTO WALL/FENCE	30'	LOW	5 GAL.	9
OL	OLEA 'SWANN HILL' - FRUITLESS OLIVE	20'-35'	LOW	36" BOX MULTI	1
FR	FRUIT TREE - DWARF MEYER LEMON BEARRS LIME NAVEL ORANGE	8'-10'	SLA	15 GAL.	3
PS	PITTOSPORUM 'SILVER SHEEN' KOHUUHU	12'-15'	MOD	15 GAL.	7

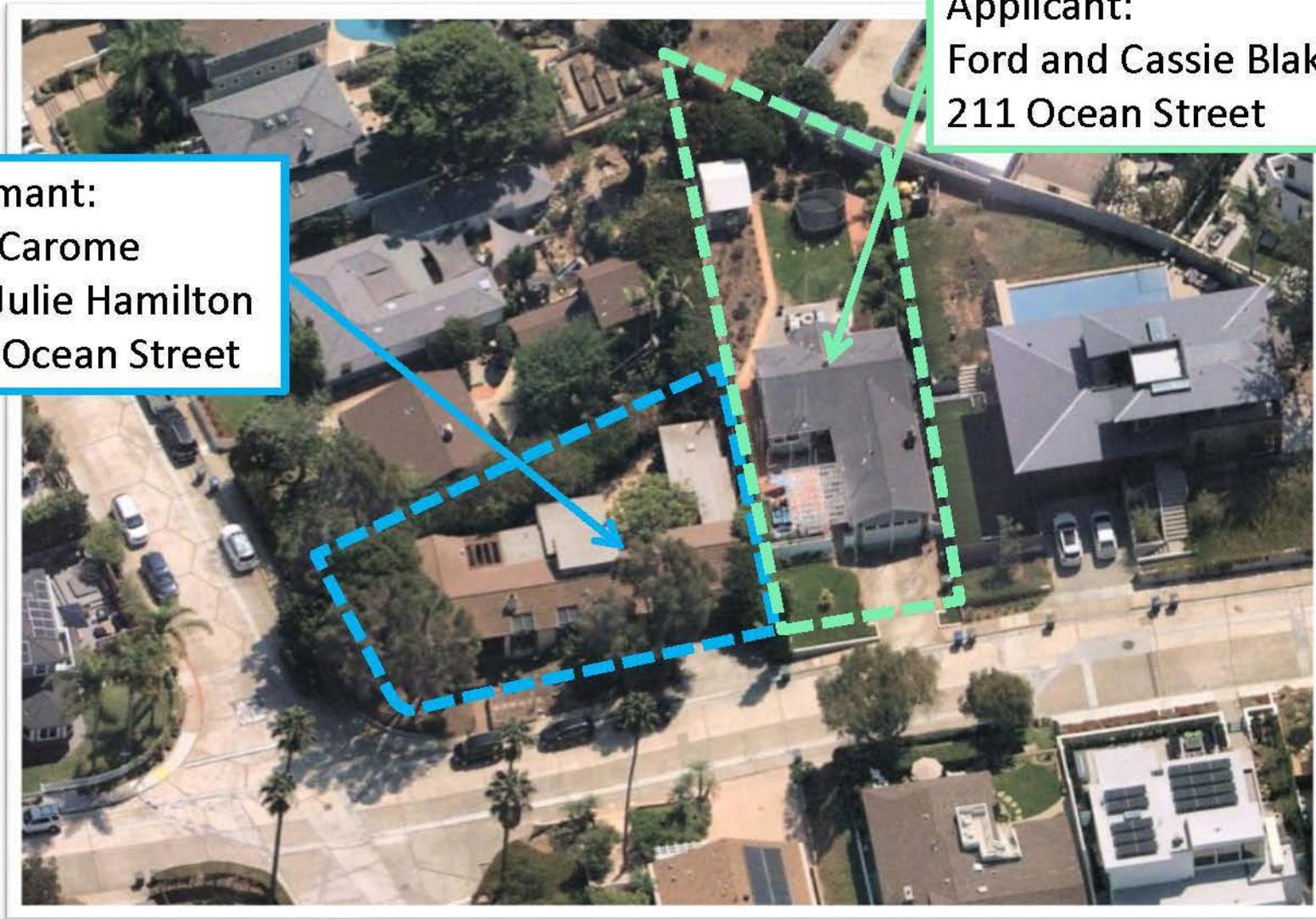
# Structure Development Permit

- Story poles installed/certified on June 18, 2021.
- Notices were mailed establishing a 30-day deadline to file for View Assessment on August 12, 2021.
- One application for View Assessment was received; Carome - 201 Ocean Street (Attachment 3).
- VAC made a unanimous recommendation to approve with conditions on October 19, 2021 :
  - Reduction in height of the proposed chimney
  - Reduction of the vertical height of an east-facing window
- VAC Recommendation included in Attachment 4

# View Claimant Location

Claimant:  
Asli Carome  
c/o Julie Hamilton  
201 Ocean Street

Applicant:  
Ford and Cassie Blakely  
211 Ocean Street



# Carome – 201 Ocean Street Standing on Patio



# Carome – 201 Ocean Street Sitting on Patio



# Carome – 201 Ocean Street Standing at Fire Pit



10 18 2021

# Carome – 201 Ocean Street

## Sitting at Fire Pit



# Carome – 201 Ocean Street Standing at Dining Room Exterior Door



# Carome – 201 Ocean Street Standing in Primary Bedroom



# Carome – 201 Ocean Street Standing in Primary Bedroom - Zoom



# Carome – 201 Ocean Street Standing in Living Room



# Carome – 201 Ocean Street Standing in Living Room - Zoom





# Viewing Area Definition

Subsection 17.63.020(I)

“Viewing area” shall be that area of the structure (excluding bathrooms, hallways, garages or closets) or lot (excluding the building setback areas) where the view assessment committee, or the city council on appeal, determines the best and most important view exists. The finished floor elevation of any viewing area must be at or above existing grade adjacent to the exterior wall of the part of the building nearest to that viewing area. The determination shall be made by balancing the nature of the view to be protected and the importance of the area of the structure or lot from where the view is taken.



# View Assessment – Decision Making

In deciding on a matter for which view assessment has been requested, the Council must:

- Provide disclosures;
- Determine primary viewing area for the Claimant; and
- Determine if significant view impairment exists from primary viewing area



# Findings – View Assessment

In making a decision on a matter for which view assessment has been requested, the Council is required to make the following five (5) findings:

1. The Applicant for the Structure Development Permit has made a reasonable attempt to resolve the view impairment issues with the person(s) requesting View Assessment.
2. The proposed structure does not significantly impair a view from public property.
3. The proposed structure is designed and situated in such a manner as to minimize impairment of views.
4. There is no significant cumulative view impairment caused by granting the application.
5. The proposed structure is compatible with the immediate neighborhood character.



# Development Review Permit Required Findings

The City Council may approve or conditionally approve a Development Review Permit only if all of the following findings can be made:

1. The proposed development is consistent with the General Plan and all applicable requirements of Title 17 (Zoning), including special regulations, overlay zones, and specific plans.
2. The proposed development complies with the development review criteria set forth in SBMC §17.68.040.F:
  - 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; and 7) Usable Open Spaces
3. All required permits and approvals, including the Structure Development Permit have been obtained prior to or concurrently with the DRP.
4. If the development project also requires a permit or approval to be issued by a state or federal agency, the city council may conditionally approve the development review permit upon the applicant obtaining the required permit or approval from the other agency.

**DRP21-004 / SDP21-004**  
**211 Ocean Street**  
**Staff Recommendation**

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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 2021-128 conditionally approving a DRP and SDP to demolish a single-family residence, construct a replacement two-story, single-family residence with an attached two-car garage, and perform associated site improvements at 211 Ocean Street, Solana Beach.

# CITY COUNCIL MEETING

NOVEMBER 10, 2021

**Home Owner:** Ford & Cassie Blakely  
211 Ocean Street  
Solana Beach, CA

**Architect:** Craig Friehauf

Structure Development Permit

Development Review Permit

## **BACKGROUND ON OUR DESIGN**

We respect and value the Solana Beach view protection process.

We designed our house to minimize impacts on our neighbors.

We specifically designed our house to minimize the impact on Ms. Carome's residence (VAC Claimant).

When designing our home, we focused on both view consideration and DRP considerations (scale, mass, bulk and building placement).

# IMAGE OF PROPOSED HOME



- The elevation of our lot is 9'6" higher than Ms. Carome's lot and only 50 feet wide. Anything we build on our lot will be visible from Ms. Carome's yard.
- We intentionally designed the second story mass & bulk to be located on the west side of our lot.
- Our second story is setback 20ft from our east property line (Ms. Carome's lot).

## VAC RECOMMENDATION

VAC Commissioners unanimously determined that our proposed house does not impact a protectable view for Ms. Carome based on the following:

1. Ms. Carome's primary view is actually to the Northeast (toward the Rail Trail and Lagoon). Not to the West in the direction of our home.
2. Ms. Carome's claim of a "sky-view" (i.e., a view of the sky) is not a natural geographic feature as protected under the View Ordinance. (See SBMC 17.63.010, "purpose and intent")

## PRIVACY & DAYLIGHT

Although privacy and daylight were not findings for the VAC, we took proactive measures to address Ms. Carome's initial concerns.

1. We situated the two-story element of our house 20+ feet away from our common property line with Ms. Carome.
2. We used a low slope roof of 3:12 to maximize daylight.
3. The window sizes and locations on the east side of our house are designed to minimize privacy concerns for our neighbors and us.

## **DESIGN CHANGES MADE FOR CLAIMANT**

In addition to placing the bulk of second story on west side, we have made the following additional changes in response to Ms. Carome's requests:

1. We lowered the chimney by 9 feet. It will now be lower than our second story roof.
2. We raised the bottom level of the window in our bathroom to provide more privacy for us and Ms. Carome.
3. We added new vegetation on our Landscape Plan to screen our southernly second story balcony to provide privacy for Ms. Carome and us.

# 1.) AGREED TO LOWER CHIMNEY



# 1.) AGREED TO LOWER CHIMNEY (cont.)

BEFORE



AFTER



## 2.) AGREED TO RAISE BATHROOM WINDOW



### 3.) AGREED TO ADD VEGETATION IN FRONT OF SOUTHERNLY BALCONY

BEFORE



AFTER



## DESIGN REVIEW PERMIT

The scale, mass, bulk and placement of our proposed home on our lot is compatible with other homes in our neighborhood.

The shape and low slope of the roof combined with the one-story and two-story elements of the house, and the articulation of the various facades of the house, reduce the apparent scale of the house.

The architectural design of our house with sloped roofs, varied building shapes and forms, and articulation of the building facades is compatible with the character of our neighborhood.

Our design provides a setback of our second story from the first story on the east side of our home (the common property line with Ms. Carome). This setback placement of our second story minimizes the mass and bulk on the east side. The impact on Ms. Carome is minimal.

# COMPATIBILITY OF THE DESIGN WITH THE NEIGHBORHOOD CHARACTER

222 OCEAN ST.



216 OCEAN ST.



223 OCEAN ST.



606 WEST CIRCLE



199 OCEAN ST.



# COMPATIBILITY OF SCALE, MASS AND BULK IN OUR NEIGHBORHOOD



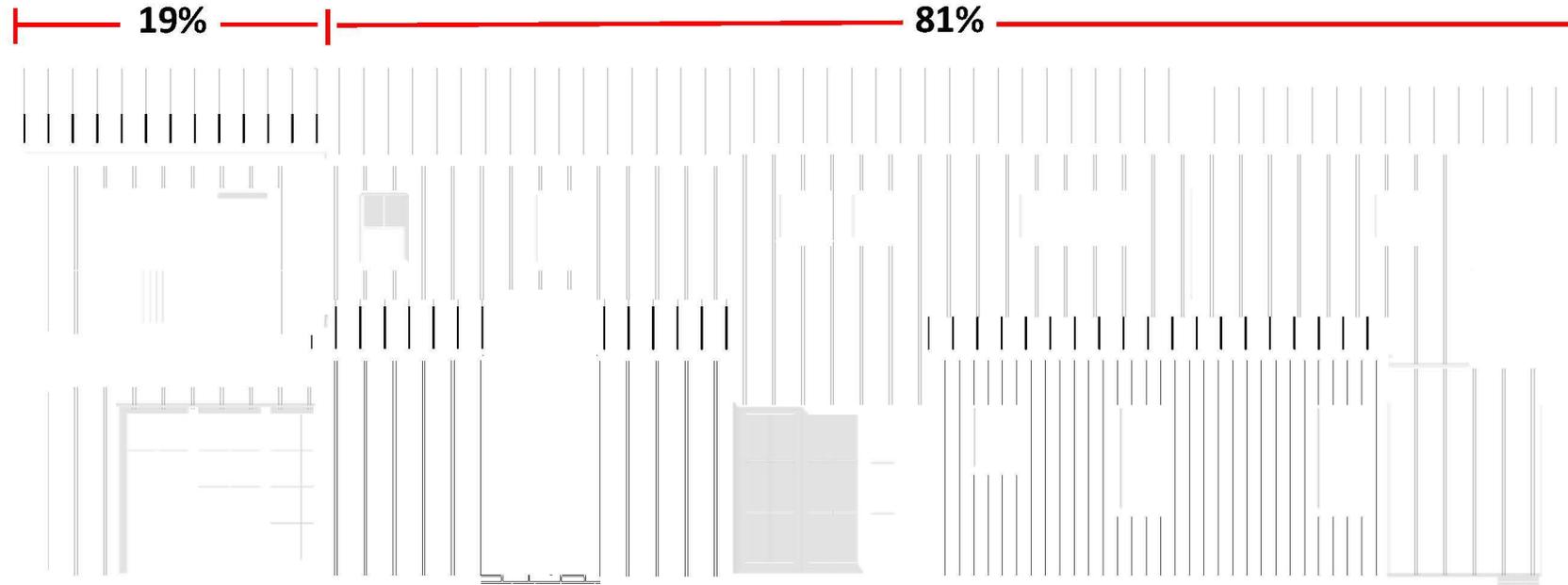
## REQUESTED ACTION

- We designed our home to minimize the impacts to our neighbors.
- The VAC Commissioners unanimously determined that our project does not cause a view impairment for Ms. Carome.
- Knowing privacy and daylight are not Findings for the VAC, we proactively re-submitted the plans before you with following the changes:
  1. The chimney was lowered 9 feet and will now be lower than second story roof.
  2. The bottom of the bathroom window was raised to have a minimum sill height of 4.5 feet; and
  3. Our landscape plan now provides for the vegetation adjacent to our southernly second story balcony.
- We request your approval of our home.

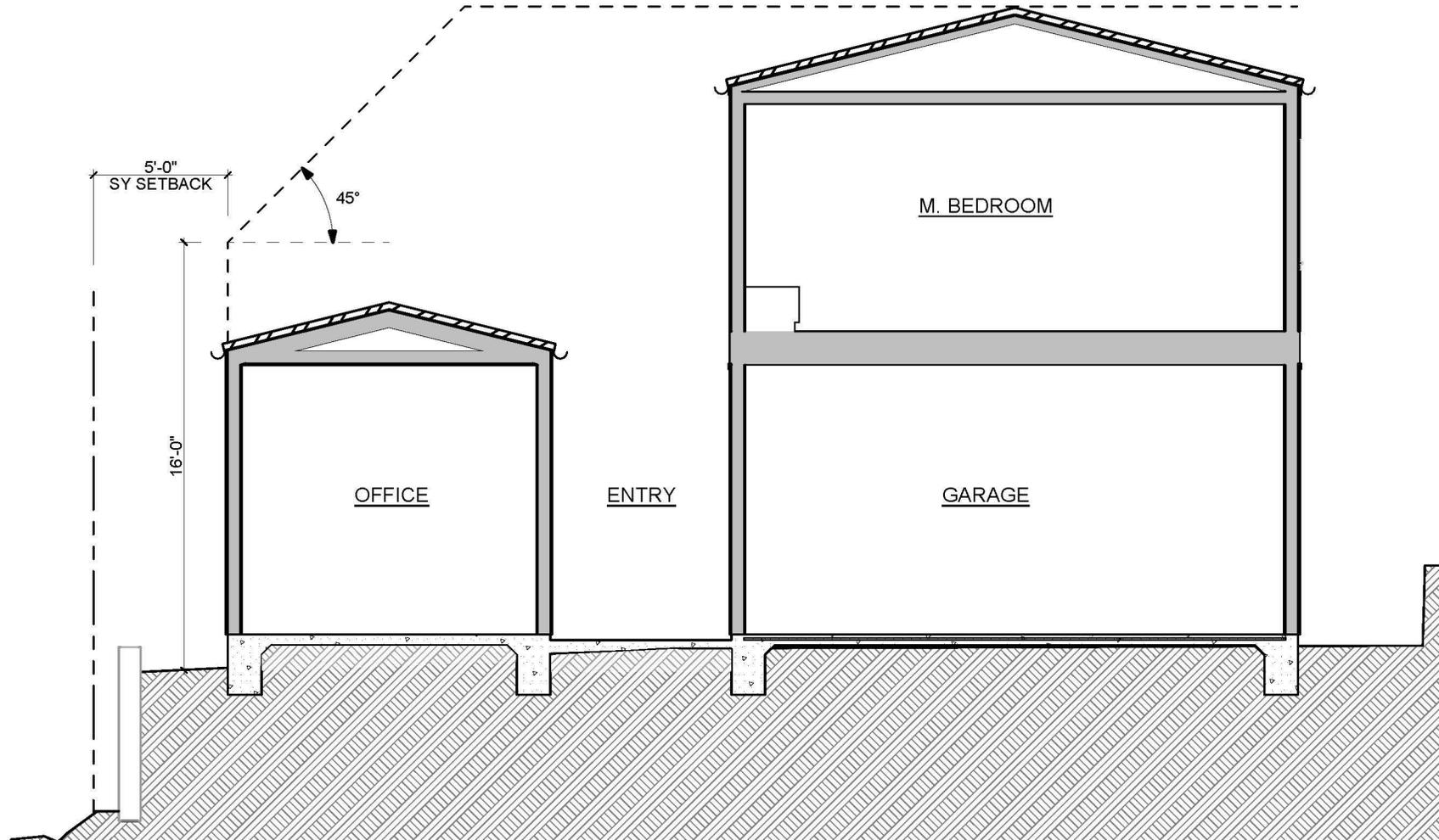
# ADDITIONAL CHANGES REQUESTED BY VIEW CLAIMANT

<b>ADDITIONAL REQUESTS</b>	<b>OUR RESPONSE</b>
Increase the set-back on the east side by 5 feet.	Our plan only places the one-story portion of the new home 2.5 ft. closer to the setback on the east side of our house.
Remove the 2 <sup>nd</sup> Story floor balcony in the southeast corner.	We agreed to add vegetation and updated landscape plan to provide privacy for Ms. Carome and us.
Reduce slope by using a lower pitch roof.	We already using a 3:12 roof. We calculated that if the roof slope is reduced to a 2:12 slope, then the roof will only be lowered by 10-12 inches.
Reduce overall height by 4-5 feet.	We located the mass and bulk of the second story on the west side of the house to reduce the impact of the second story on Ms. Carome's property.

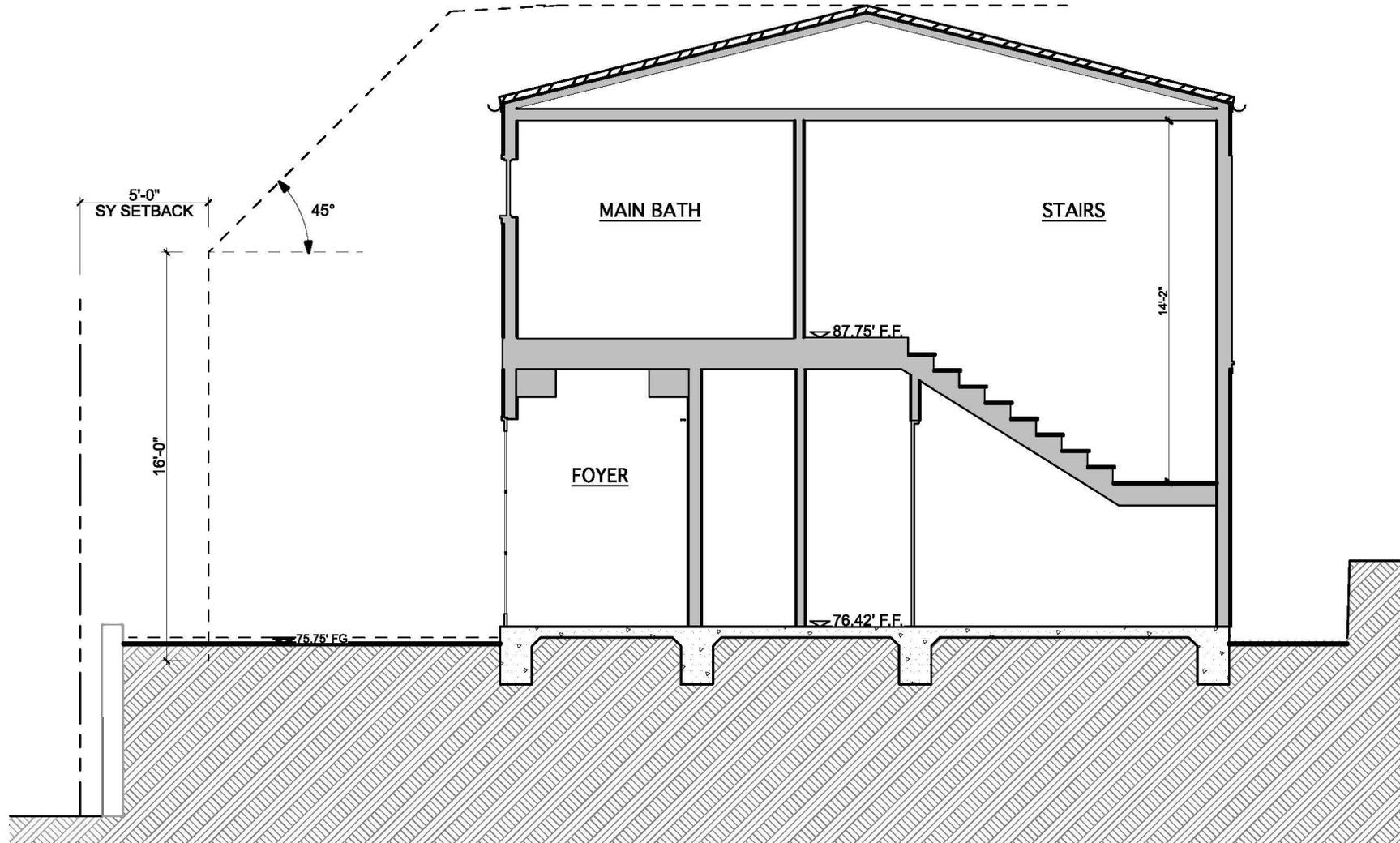
# EASTERN SIDE OF HOME



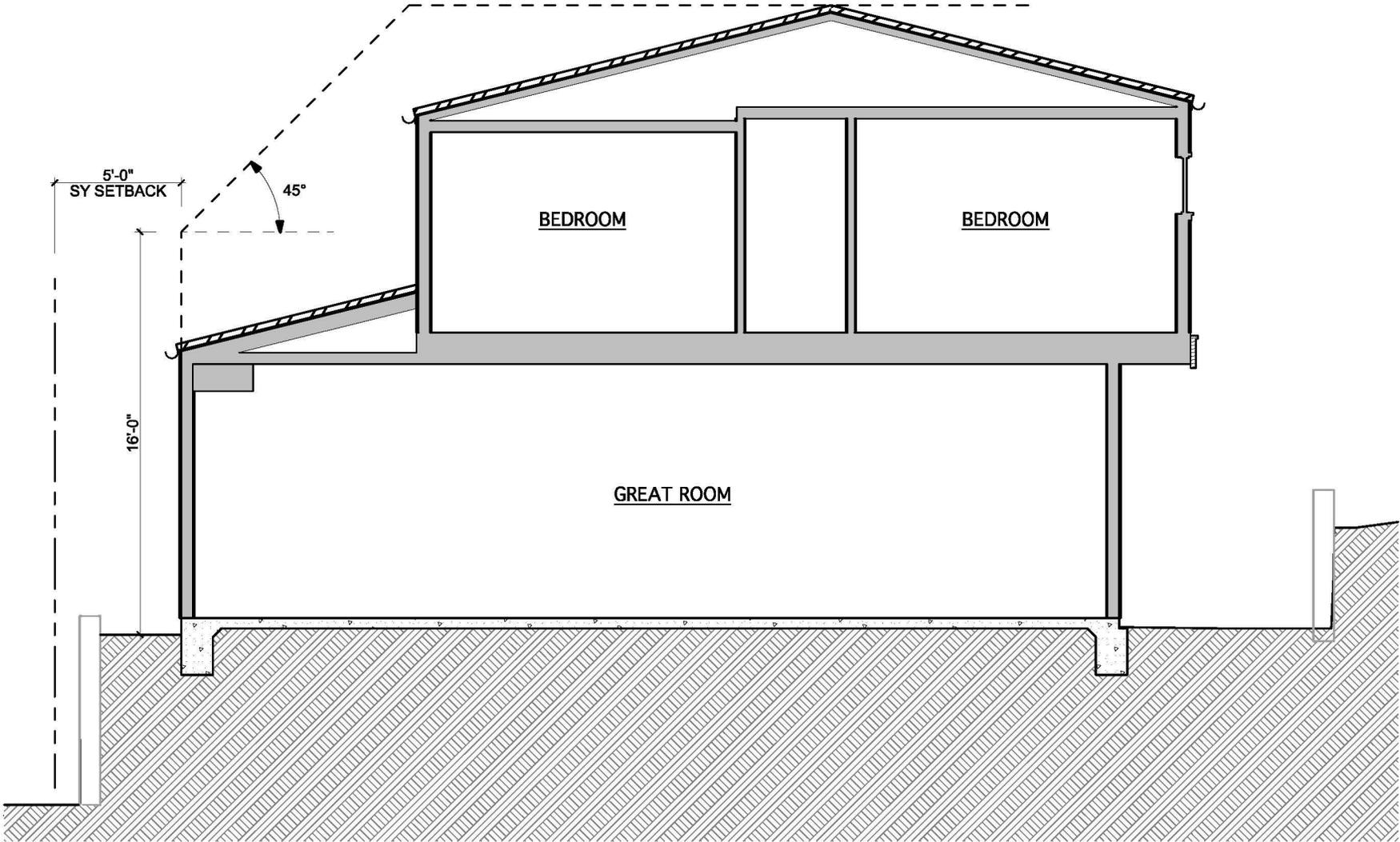
# Daylight Planes (Front Cross Section)



# Daylight Planes (Middle Cross Section)

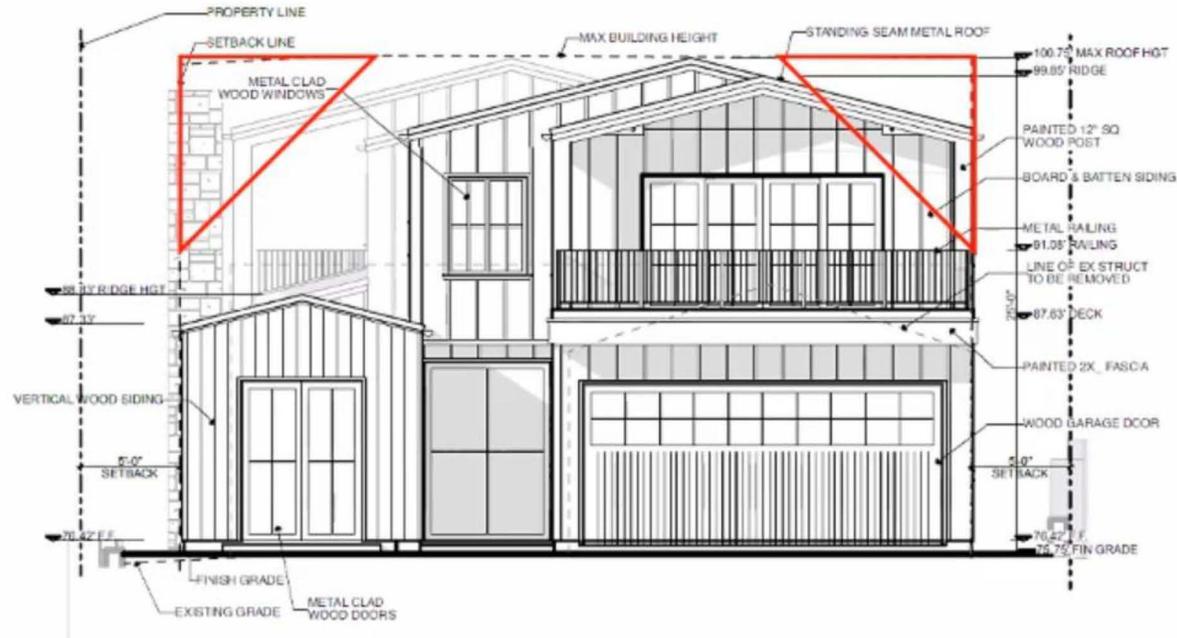


# Daylight Planes (Back Cross Section)



# EXCERPT FROM MS. CAROME PRESENTATION

## Daylight Plane



### NORTH ELEVATION

SCALE: 1/8" = 1'-0" The Draw Office of Julie M. Hamilton

10/18/2021

16

# Solana Beach City Council

211 Ocean Street

The findings  
for a  
development  
review permit  
cannot be  
made.

- 17.68.040 H.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.
  - **The project exceeds the allowable FAR by 447 sf because the applicant failed to include the ADU in the calculation of gross floor area.**
- 17.68.040 H.2.
  - The proposed development complies with the development review criteria set forth in subsection F of this section.
  - **The building is not sited and designed to minimize adverse impacts on the adjacent property.**

## FINDING 1:

The proposed residence is not consistent with the development regulations of the MR Zone because the floor area exceeds FAR.

- Max. allowable floor area is 3,413 sf.
- The applicant and the City state the project has a gross floor area of 3,411 sf with the parking exemption.
- This floor area fails to include the floor area of the ADU according to Sheet 4 found on page 114 of the agenda packet.
- Solana Beach Municipal Code 17.20.040 D.4.c. requires that all accessory dwelling units shall conform to all property development regulations of the zone including floor area ratio (FAR).
- The exception provided in subsection iii. should only be applied to ADUs where the existing primary residence would preclude an ADU. This is a new project, the ADU can be accommodated within the FAR by reducing the size of the proposed residence.
- Calling this a future ADU is an “end run” around the FAR limits.

# Finding 2

The project does not meet  
the Development Review  
Criteria.

11/10/2021

The Law Office of Julie M. Hamilton

Architectural blueprints are shown on the left side of the slide, featuring various technical drawings, dimensions, and annotations. The drawings include floor plans with room layouts, wall placements, and structural elements. Dimensions are provided in millimeters and meters, such as 2380, 3510, 2650, 810, 820, 2180, 150, 330, 740, 970, 1385, 990, 330, 180, 760, 830, 40, 1030, 1480, 990, 2560, 2810, 150, 890, 1780, 880, 380, 155, 425, 270, 1125, 250, 1185, 2500, 3175, 3100, 1010, 5, 6, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100. The blueprints are rolled up and partially unrolled, showing a perspective view of the documents.

# Development Review Criteria

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- Solana Beach Municipal Code 17.68.040 F.2.

**Building and Structure Placement.** Buildings and structures shall be sited and designed to minimize adverse impacts on the surrounding properties and designed in a manner which visually and functionally enhance their intended use and complement existing site topography. Multi-family residential buildings shall be sited to avoid crowding and to allow for a functional use of the space between buildings.

## Criteria 2:

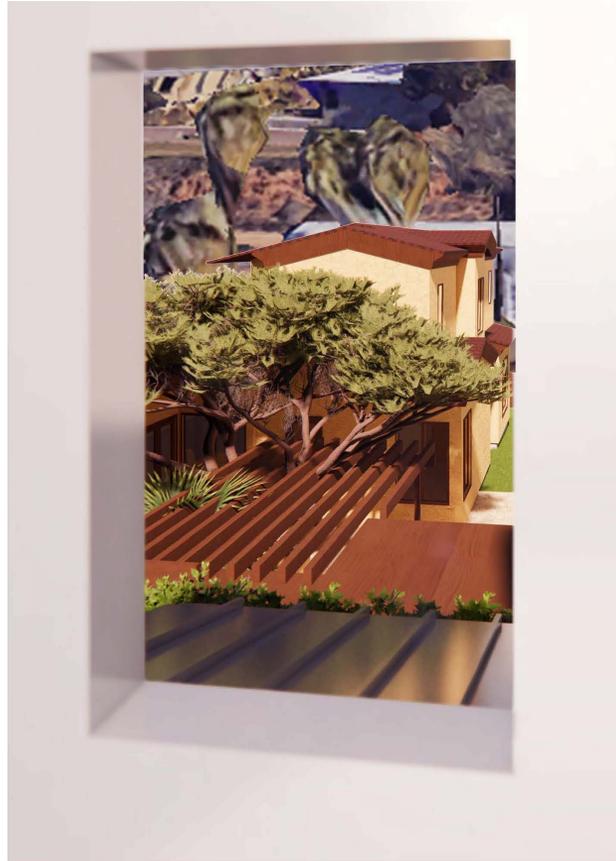
The structure is not designed to minimize adverse impacts on the adjacent property.

- As designed the structure will:
  - Invade the privacy of Appellant's bedroom and outdoor living area.
  - Have a significant shadowing effect on Appellant's home and yard.
  - Block Appellant's view of the sky and sunset to the west.
  - Height will encroach into the recommended daylight plane on three sides

# View into Appellant's home from proposed deck.



# View into Appellant's home from Blakely's proposed 2<sup>nd</sup> bedroom.



# Existing view from Carome's outdoor living area.



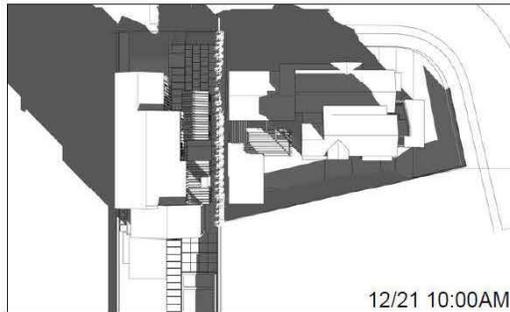
Blakely's proposed structure as seen from Carome's outdoor living area.



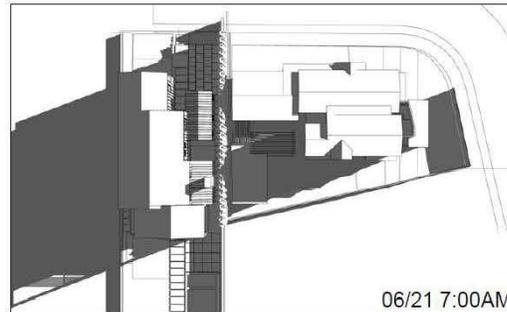
# View from master bedroom.



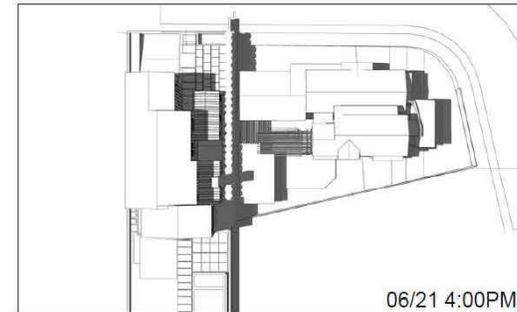
# Shadow Study – Winter and Summer Solstice



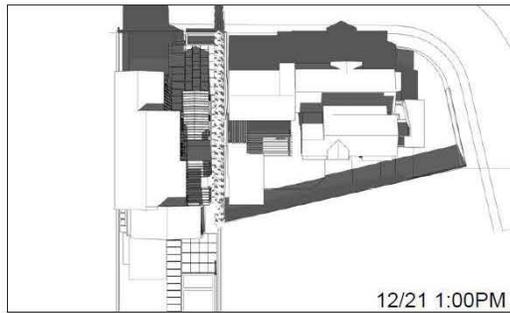
12/21 10:00AM



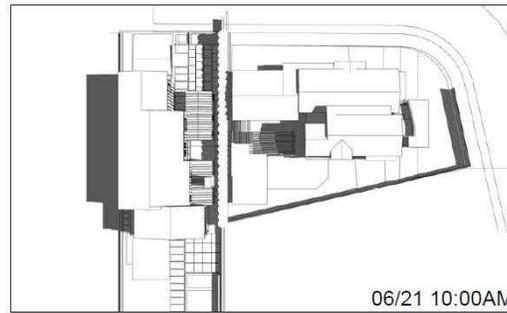
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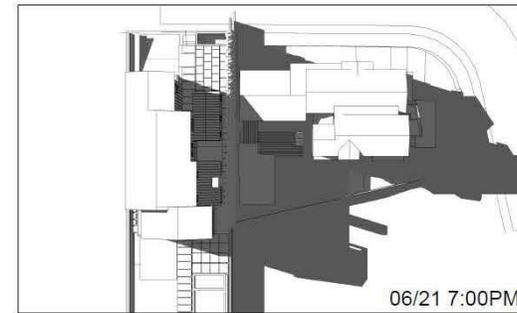
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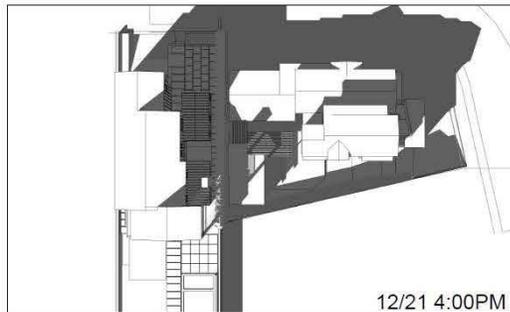
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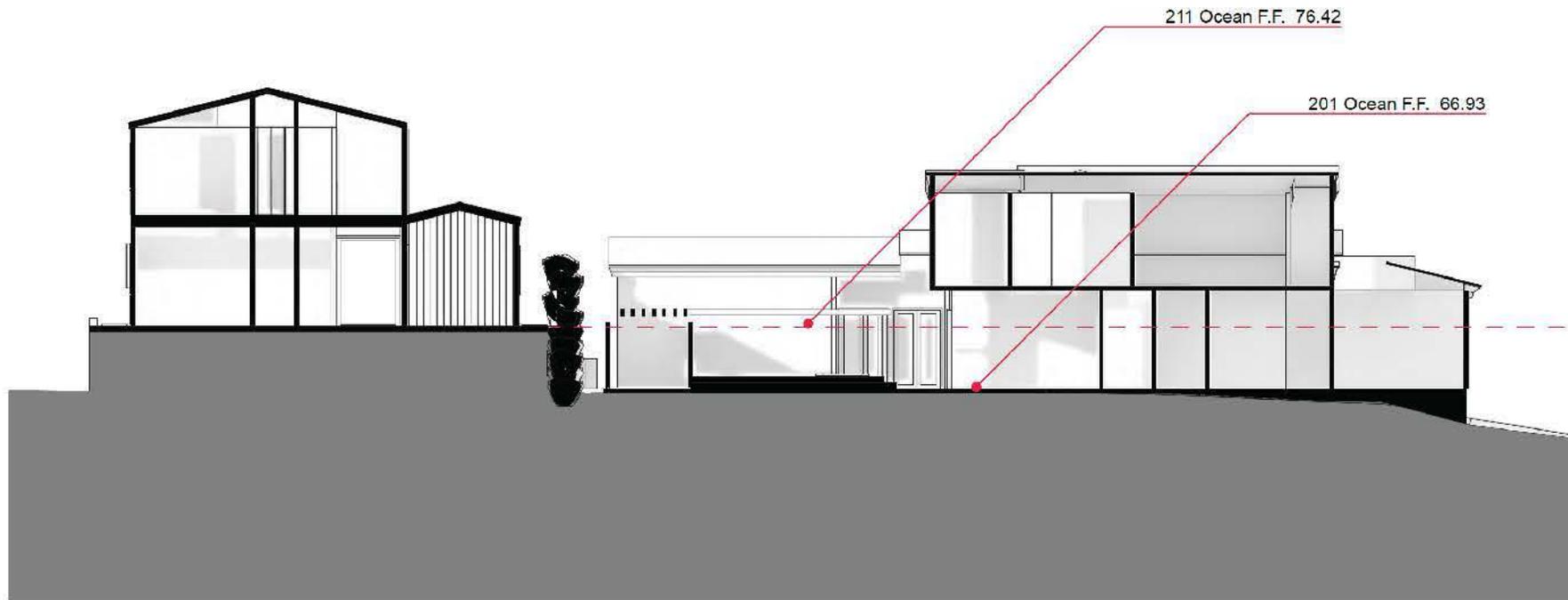
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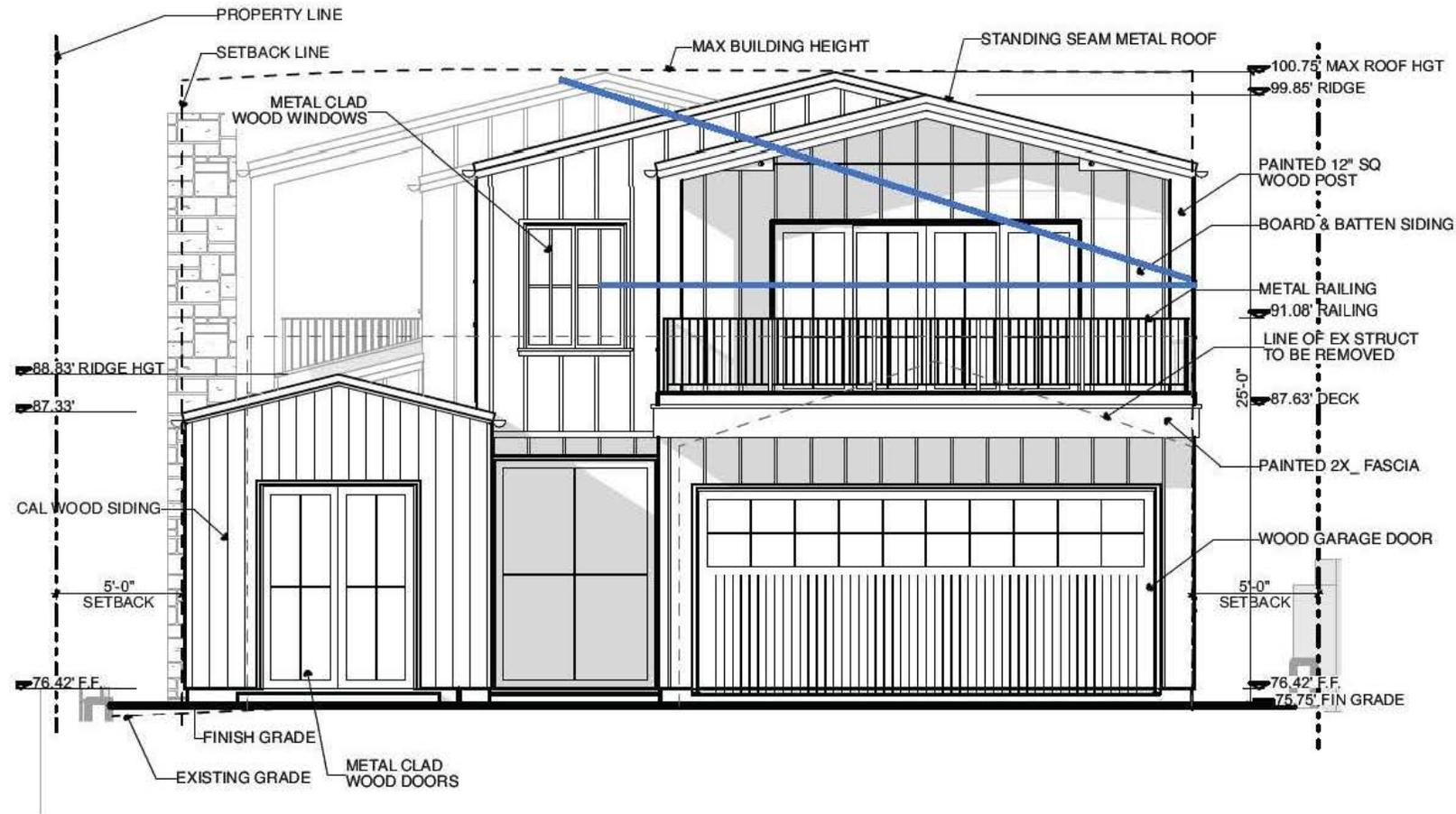
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# Perceived Height

- The finished floor elevation of 211 Ocean is nearly 10 feet above the finished floor elevation of 201 Ocean, increasing the Applicant's proposed height of 25' to a perceived height of 35'.



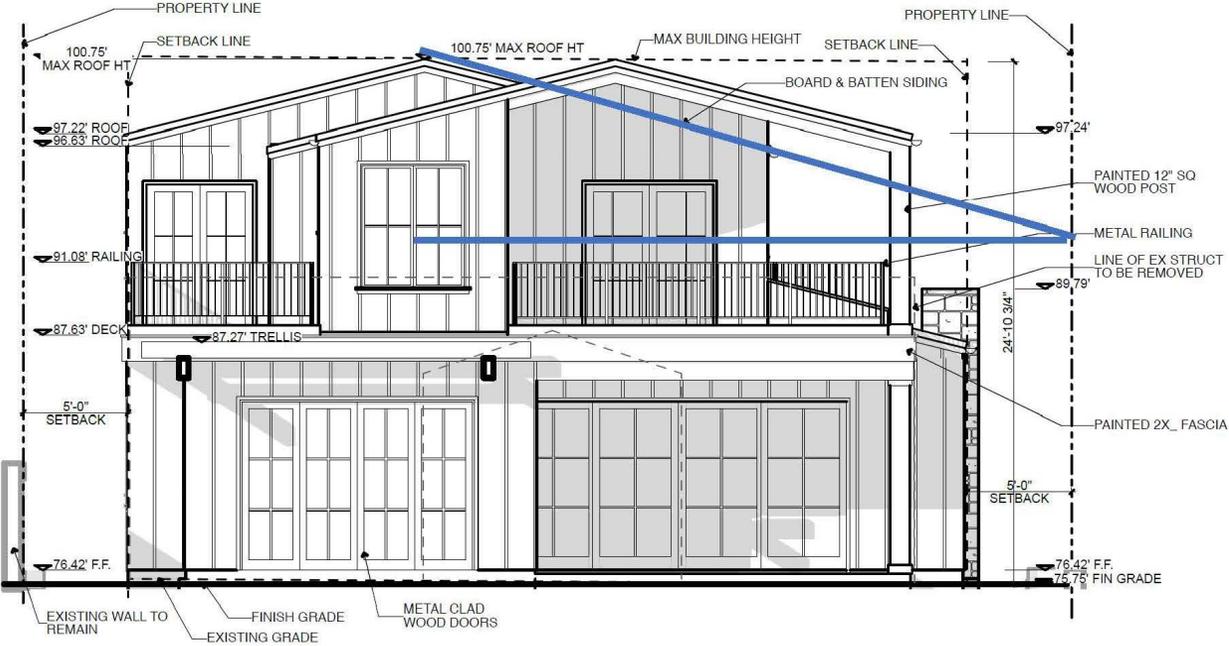
# Extends beyond daylight plane on 3 sides



## NORTH ELEVATION

SCALE: 1/8" = 1'-0"

Extends beyond daylight plane on 3 sides.



### SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

# Extends beyond daylight plane on 3 sides



## WEST ELEVATION

SCALE: 1/8" = 1'-0"

# Changes requested from Applicant:

- Increase the 2<sup>nd</sup> floor setback on the east side by 5 feet.
- Remove the 2<sup>nd</sup> floor balcony in the southeast corner.
- Modify the 2<sup>nd</sup> floor windows on the east elevation to eliminate views into the Carome property.
- Stay within the daylight plane on the east side of the proposed residence.
- Reduce the gross floor area by 400 sf to accommodate the ADU.



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** January 12, 2022  
**ORIGINATING DEPT:** Community Development Department  
**SUBJECT:** **Public Hearing: Request for DRP and SDP to Add an Elevator to an Existing Condominium Development at 135 S. Sierra Avenue (Case #: DRP21-012/SDP21-014 Applicant: Las Brisas Homeowners Association; Resolution No. 2022-007)**

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## **BACKGROUND:**

The Applicant, Las Brisas HOA, is requesting City Council approval of a Development Review Permit (DRP) and Structure Development Permit (SDP) to add an elevator to an existing condominium development at 135 S. Sierra Avenue. The property is located within the High Residential (HR) Zone.

The Applicant is requesting the approval of a Development Review Permit (DRP) and Structure Development Permit (SDP) to install an elevator for Americans with Disabilities Act (ADA) access to existing condominium units. The maximum building height of the structure is proposed at 28.75 feet above the existing/proposed grade with the highest pole at 113.10' MSL. A project in the HR Zone may increase the maximum building height to 30 feet pursuant to a DRP.

The issue before the Council is whether to approve, approve with conditions, or deny the Applicant's request as contained in Resolution 2022-007 (Attachment 1).

## **DISCUSSION:**

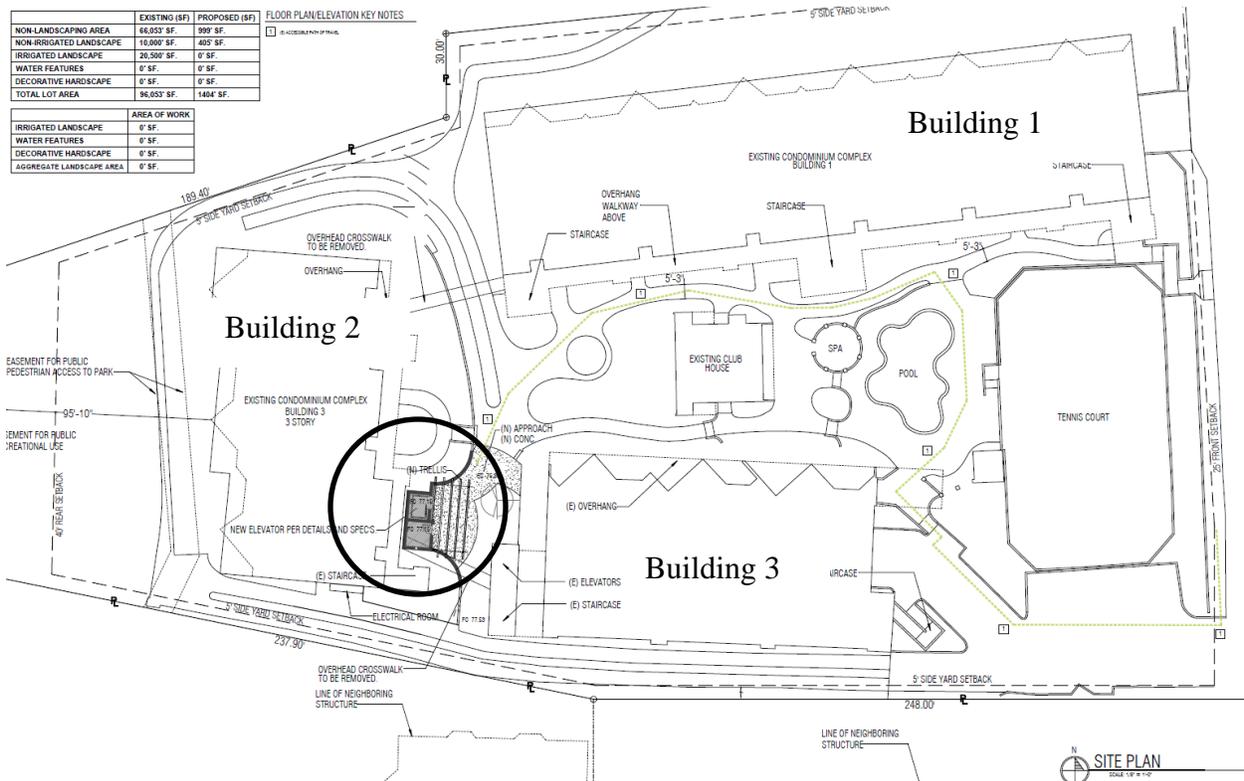
The subject property is located on the west side of S. Sierra Avenue, south of Plaza Street and west of Sierra Avenue. The property is currently developed with a multi-family condominium development. The existing topography is moderately sloped upward from east to west. The proposed elevator project is proposed to improve resident, ADA and emergency access and is proposed to be located between existing Buildings 2 and 3 as shown on the following page.

CITY COUNCIL ACTION:

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There will be approximately 45 cubic yards of cut and export for the proposed project. The Applicant is also completing other façade/maintenance improvements that are not subject to discretionary review. The project plans are provided in Attachment 2.

Staff has prepared draft findings for approval of the project in the attached Resolution 2022-007 for Council’s consideration based upon the information in this report. The applicable SBMC sections are provided in italicized text and conditions from the Community Development, Engineering, and Fire Department are incorporated in the Resolution of Approval. The Council may direct Staff to modify the Resolution to reflect the findings and conditions it deems appropriate as a result of the Public Hearing process. If the Council determines the project is to be denied, Staff will prepare a Resolution of Denial for adoption at a subsequent Council meeting.

The following is a discussion of the findings for a DRP and SDP as each applies to the proposed project as well as references to recommended conditions of approval contained in Resolution 2022-007.

**Development Review Permit Compliance (SBMC Section 17.68.40):**

A DRP is required for the following reason: 1) the maximum building height in the HR Zone is 25 feet, however, pursuant to a development review permit the maximum building height for the (MHR) and (HR) residential zones may be increased to 30 feet.

In addition to meeting zoning requirements, the project must also be found in compliance with development review criteria. The following is a list of the development review criteria topics:

1. Relationship with Adjacent Land Uses
2. Building and Structure Placement
3. Landscaping
4. Roads, Pedestrian Walkways, Parking, and Storage Areas
5. Grading
6. Lighting
7. Usable Open Space

The Council may approve, or conditionally approve, a DRP only if all of the findings listed below can be made. Resolution 2022-007 provides the full discussion of the findings.

1. The proposed development is consistent with the general plan and all applicable requirements of the zoning ordinance including special regulations, overlay zones, and specific plans.
2. The proposed development complies with the development review criteria.
3. All required permits and approvals issued by the city, including variances, conditional use permits, comprehensive sign plans, and coastal development permits have been obtained prior to or concurrently with the development review permit.
4. If the development project also requires a permit or approval to be issued by a state or federal agency, the city council may conditionally approve the development review permit upon the Applicant obtaining the required permit or approval from the other agency.

If the above findings cannot be made, the Council shall deny the DRP. The following is a discussion of the applicable development review criteria as they relate to the proposed project.

#### Relationship with Adjacent Land Uses:

The property is located within the HR Zone. Properties to the south are also located within the HR Zone. Properties north of the subject site are located within the PI Zone and properties to the east are within the C Zone. The surrounding properties are developed with one and two-story, commercial and public/civic uses.

The project, as designed, is consistent with the permitted uses for the HR Zone as described in SBMC Sections 17.20.010 and 17.12.020. The property is designated High Density Residential in the General Plan and intended for multi-family residences developed at a maximum density of 20 dwelling units per acre. The proposed

development is not increasing the unit density of the site and therefore could be found to be consistent with the objectives of the General Plan.

The property is not located within any of the City's Specific Plan areas. As a condition of project approval, the Applicant would be required to obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of Building or Grading Permits. Staff has been advised that the Applicant has already received preliminary approval from Coastal Commission Staff for this project.

#### Building and Structure Placement:

The Applicant is proposing to add an elevator to an existing multi-family development with the intent to improve resident, ADA and emergency access. The proposed additions to the existing structure, as designed, would be located within the buildable area. The proposed elevator structure will be located between Buildings 2 and 3 and will be approximately 19 feet from the southern, side yard property line. The minimum side yard setback is 5 feet and therefore the proposed project, as designed, meets the minimum required setbacks for the property.

#### 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 500 square feet. The Applicant is not proposing any new irrigated landscaping.

#### Grading:

The project includes grading in the amount of approximately 45 yd<sup>3</sup> cut and export for the proposed elevator and landing areas. The proposed cut will provide greater resident, ADA and emergency access to Building 3 and the partially subterranean garage. Retaining walls are proposed adjacent to the elevator structure.

#### 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 proposed project does not propose to change any of the useable open space on site, however, will provide greater resident, ADA and emergency access from Building 3 to the existing club house, pool spa and partially subterranean garage.

**Structure Development Permit Compliance:**

The proposed structure exceeds 16 feet in height above the pre-existing grade; therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicant was required to complete the SDP process. The Applicant had story poles erected onsite. A final Story Pole Height Certification was issued by a licensed land surveyor on October 19, 2021, which showed the highest story pole certified at 113.10 MSL and 28.75 feet above the proposed grade. Notices to apply for View Assessment were mailed to property owners and occupants within 300 feet of the project site, which established a deadline to file for View Assessment on December 16, 2021. No view claims were filed for this project. Therefore, if the Council is able to make the required findings to approve the DRP, the SDP would be approved administratively.

As a condition of approval, a height certificate prepared by a licensed land surveyor will be required prior to the framing inspection certifying that the tallest point of the proposed residence will not exceed 28.75 feet above the proposed grade and the highest point of the structure will not exceed 113.10 feet above the Mean Sea Level (MSL).

**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 December 22, 2021. As of the date of preparation of this Staff Report, Staff has not received any official correspondence.

In conclusion, the proposed project, as conditioned, could be found to be consistent with the Zoning regulations and the General Plan. Staff has prepared draft findings for approval of the project in the attached Resolution 2022-007 for Council's consideration based upon the information in this report. Conditions from the Community Development, Engineering, and Fire Department are incorporated in the Resolution of Approval.

Should the Council determine that the findings can be made to approve the project; the SDP will be approved concurrently with the DRP. The Council may direct Staff to modify the Resolution to reflect the findings and conditions it deems appropriate as a result of the Public Hearing process. If the Council determines the project is to be denied, Staff will prepare a Resolution of Denial for adoption at a subsequent Council meeting.

**CEQA COMPLIANCE STATEMENT:**

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 of the State CEQA Guidelines. Class 3 consists of construction and location of limited numbers of new, small facilities or structures.

**FISCAL IMPACT:** N/A

**WORK PLAN:** N/A

**OPTIONS:**

- Approve Staff recommendation adopting the attached Resolution 2022-007.
- Approve Staff recommendation subject to additional specific conditions necessary for the City Council to make all required findings for the approval of a DRP and SDP.
- Deny the project if all required findings for the DRP cannot be made.

**DEPARTMENT RECOMMENDATION:**

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

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.
2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt Resolution 2022-007 conditionally approving a DRP and SDP to add an elevator to an existing multi-family residential development at 135 S. Sierra Avenue, Solana Beach.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.



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Gregory Wade, City Manager

Attachments:

1. Resolution 2022-007
2. Project Plans

**RESOLUTION 2022-007**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A DEVELOPMENT REVIEW PERMIT AND STRUCTURE DEVELOPMENT PERMIT FOR AN ELEVATOR ADDITION TO AN EXISTING CONDOMINIUM DEVELOPMENT AT 135 SOUTH SIERRA AVENUE, SOLANA BEACH**

**APPLICANTS: LAS BRISAS HOA  
APPLICATION: DRP21-012/SDP21-014**

**WHEREAS**, Las Brisas HOA (hereinafter referred to as “Applicant”) has submitted an application for a Development Review Permit (DRP) and Structure Development Permit (SDP) pursuant to Title 17 (Zoning) of the Solana Beach Municipal Code (SBMC); and

**WHEREAS**, the Public Hearing was conducted pursuant to the provisions of Solana Beach Municipal Code Section 17.72.030; and

**WHEREAS**, at the Public Hearing on January 12, 2022, the City Council received and considered evidence concerning the proposed application; and

**WHEREAS**, the City Council of the City of Solana Beach found the project requested in the application exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and

**WHEREAS**, this decision is based upon the evidence presented at the Public Hearing, and any information the City Council gathered by viewing the site and the area as disclosed at the hearing.

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

- I. That the foregoing recitations are true and correct.
- II. That the request for a DRP and SDP to install an elevator for ADA access to existing condominium units at 135 S. Sierra Avenue, is conditionally approved based upon the following Findings and subject to the following Conditions:

**III. FINDINGS**

- A. In accordance with Section 17.68.040 (Development Review Permit) of the City of Solana Beach Municipal Code, the City Council finds the following:
  - I. *The proposed project is consistent with the General Plan and all applicable requirements of SBMC Title 17 (Zoning Ordinance), including special regulations, overlay zones and specific plans.*

General Plan Consistency: The project, as conditioned, is consistent with the City's General Plan designation of High Density Residential, which allows for a maximum of twenty dwelling units per acre. The development is also consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

Zoning Ordinance Consistency: The project is consistent with all applicable requirements of the Zoning Ordinance (Title 17) (SBMC 17.20.030 and 17.48.040), which delineates Permitted Uses and Structures (SBMC Section 17.20.020) which provides for uses of the property for multi-family development. Further, the project adheres to all property development regulations established for the High Residential (HR) Zone and cited by SBMC Section 17.020.030.

The project is consistent with the provisions for minimum yard dimensions (i.e., setbacks) and maximum building height with a DRP.

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 property is located within the HR Zone. Properties to the south are also located within the HR Zone. Properties north of the subject site are located within the PI Zone and properties to the east are within the C Zone. The surrounding properties are developed with one and two-story, commercial and public/civic uses.

The project, as designed, is consistent with the permitted uses for the HR Zone as described in SBMC Sections 17.20.010 and 17.12.020. The property is designated High Density Residential in the General Plan and intended for multi-family residences developed at a maximum density of 20 dwelling units per acre. The proposed development is not increasing the unit density of the site and therefore could be found to be consistent with the objectives of the General Plan.

The property is not located within any of the City's Specific Plan areas. As a condition of project approval, the Applicant would be required to obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of Building or Grading Permits.

- b. Building and Structure Placement: Buildings and structures shall be sited and designed in a manner which visually and functionally enhances their intended use.*

The Applicant is proposing to add an elevator to an existing multi-family development with the intent to improve resident, ADA and emergency access. The proposed additions to the existing structure, as designed, would be located within the buildable area. The proposed elevator structure will be located between Buildings 2 and 3 and will be approximately 19 feet from the southern, side yard property line. The minimum side yard setback is 5 feet and therefore the proposed project, as designed, meets the minimum required setbacks for the property.

- c. Landscaping: The removal of significant native vegetation shall be minimized. Replacement vegetation and landscaping shall be compatible with the vegetation of the surrounding area. 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 500 square feet. The Applicant is not proposing any new irrigated landscaping.

- 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.*

Pedestrian, ADA and emergency response access will be improved with the proposed addition by adding and improving pedestrian walkways. The proposed structure is at or below the existing structure heights and would be screened from view by existing landscaping and existing structures.

- e. *Grading: To the extent feasible, natural topography and scenic features of the site shall be retained and incorporated into the proposed development. Any grading or earth-moving operations in connection with the proposed development shall be planned and executed so as to blend with the existing terrain both on and adjacent to the site. Existing exposed or disturbed slopes shall be landscaped with native or naturalized non-native vegetation and existing erosion problems shall be corrected.*

The project includes grading in the amount of approximately 45 yd<sup>3</sup> cut and export for the proposed elevator and landing areas. The proposed cut will provide greater resident, ADA and emergency access to Building 3 and the partially subterranean garage. Retaining walls are proposed adjacent to the elevator structure.

- 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 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.

- g. *Usable Open Space: Recreational facilities proposed within required usable open space shall be located and designed to maintain essential open space values.*

The proposed project does not propose to change any of the useable open space on site, however, will provide greater resident, ADA and emergency access from Building 3 to the existing club house, pool spa and partially subterranean garage.

- III. *All required permits and approvals including variances, conditional use permits, comprehensive sign plans, and coastal development permits have been obtained prior to or concurrently with the development review permit.*

All required permits, including a Structure Development Permit, are being processed concurrently with the Development Review Permit.

- IV. If the development project also requires a permit or approval to be issued by a state or federal agency, the city council may conditionally approve the development review permit upon the Applicant obtaining the required permit or approval from the other agency.*

The Applicant is required to obtain approval from the California Coastal Commission prior to issuance of Building Permits.

- B. In accordance with Section 17.63.040 (Structure Development Permit) of the Solana Beach Municipal Code, the City Council finds the following:

The proposed structure exceeds 16 feet in height above the pre-existing grade; therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicant was required to complete the SDP process. The Applicant had story poles erected onsite. A final Story Pole Height Certification was issued by a licensed land surveyor on October 19, 2021, which showed the highest story pole certified at 113.10 MSL and 28.75 feet above the proposed grade. Notices to apply for View Assessment were mailed to property owners and occupants within 300 feet of the project site, which established a deadline to file for View Assessment on December 16, 2021. No view claims were filed for this project. Therefore, if the Council is able to make the required findings to approve the DRP, the SDP would be approved administratively.

As a condition of approval, a height certificate prepared by a licensed land surveyor will be required prior to the framing inspection certifying that the tallest point of the proposed residence will not exceed 28.75 feet above the proposed grade and the highest point of the structure will not exceed 113.10 feet above the Mean Sea Level (MSL).

#### IV. 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. Building Permit plans must be in substantial conformance with the architectural plans presented to the City Council on January 12, 2022, and located in the project file with a submittal date of January 3, 2022.
  - II. Prior to requesting a framing inspection, the Applicant shall submit a height certificate prepared by a licensed land surveyor prior to the framing inspection certifying that the tallest point of the proposed

residence will not exceed 28.75 feet above the proposed grade on the west elevation and the highest point of the structure will not exceed 113.10 feet above the Mean Sea Level (MSL) in conformance with the plans as approved by the City Council on January 12, 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 Applicant shall obtain required California Coastal Commission (CCC) approval of a Coastal Development Permit, Waiver or Exemption as determined necessary by the CCC, prior to the issuance of Building and Grading Permits.
  - V. All new exterior lighting fixtures shall be in conformance with the City-wide lighting regulations of the Zoning Ordinance (SBMC 17.60.060). All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.
  - VI. Construction vehicles shall be parked on the subject property at all times feasible. If construction activity prohibits parking on the subject property, the Applicant shall ensure construction vehicles are parked in such a way to allow sufficient vehicular access on the street and minimize impact to the surrounding neighbors.
- B. Fire Department Conditions:
- I. OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION: All roadways shall be a minimum of 20 feet in width during construction and maintained free and clear, including the parking of vehicles, in accordance with the California Fire Code and the Solana Beach Fire Department.
  - II. ADDRESS NUMBERS/STREET NUMBERS: Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background and shall meet the following minimum standards as to size: 4" high with a ½" inch stroke width for residential buildings, 8" high with a ½" stroke for commercial and multi-family residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear access doors, building corners, and entrances to commercial centers.

- III. CLASS “A” ROOF: All structures shall be provided with a Class “A” Roof covering to the satisfaction of the Solana Beach Fire Department.

C. Engineering Department Conditions:

- I. The Applicant shall submit all applicable sections of a Standard SWQMP (previously known as the Standard Water Quality Technical Report or WQTR). Form is available for download on the City of Solana Beach's website at: [https://www.ci.solana-beach.ca.us/index.asp?SEC=8ED8A8CE-3DCB-4D48-AF57-A96C42443CEA&Type=B\\_BASIC](https://www.ci.solana-beach.ca.us/index.asp?SEC=8ED8A8CE-3DCB-4D48-AF57-A96C42443CEA&Type=B_BASIC)
- II. Roof drains need to flow into landscaped areas or Best Management Practices (BMPs) before being collected and draining to the street. Please show all roof drains (both existing and proposed) of the buildings on the Site Plan. Include locations of downspouts and show the direction of flow.
- III. Construction BMPs and the general drainage pattern of the property need to be shown on the Site Plan.
- IV. On the Site Plan, please clearly show the calculations for the existing and proposed pervious and impervious areas.
- V. On the Site Plan, please provide width dimensions of South Sierra Avenue from face of curb to property line, from centerline of the street to property line, and the full width of the public right-of-way (as measured from property line to property line).
- VI. On the Site Plan, please show and label, complete with dimensions as appropriate, all existing street right-of-way features including, but is not limited to, existing curb, gutter, and sidewalk, landscaping, concrete steps, street parking, and any existing utility structures such as street lights, drainage structures (i.e. inlets and outlets) and any utility boxes and pedestals.
- VII. On the Site Plan, please provide dimensions of the existing curb cuts and driveway width as access to the property.

V. ENFORCEMENT

Pursuant to SBMC 17.72.120(B) failure to satisfy any and all of the above-mentioned conditions of approval is subject to the imposition of penalties as set forth in SBMC Chapters 1.1.6 and 1.18 in addition to any applicable revocation

proceedings.

## VI. EXPIRATION

The Development Review Permit and Structure Development Permit for the project will expire 24 months from the date of this Resolution, unless the Applicant has obtained building permits and has commenced construction prior to that date, and diligently pursued construction to completion. An extension of the application may be granted by the City Council according to SBMC 17.72.110.

## VII. INDEMNIFICATION AGREEMENT

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

**NOTICE TO APPLICANTS:** Pursuant to Government Code Section 66020, you are hereby notified that the 90-day period to protest the imposition of the fees, dedications, reservations or other exactions described in this resolution commences on the effective date of this resolution. To protest the imposition of any fee, dedications, reservations or other exactions described in this resolution you must comply with the provisions of Government Code Section 66020. Generally the resolution is effective upon expiration of the tenth day following the date of adoption of this resolution, unless the resolution is appealed or called for review as provided in the Solana Beach Zoning Ordinance.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Solana Beach, California, held on the 12<sup>th</sup> day of January, 2022, by the following vote:

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

ABSTAIN: Councilmembers –

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LESA HEEBNER, MAYOR

APPROVED AS TO FORM:

ATTEST:

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JOHANNA N. CANLAS, City Attorney

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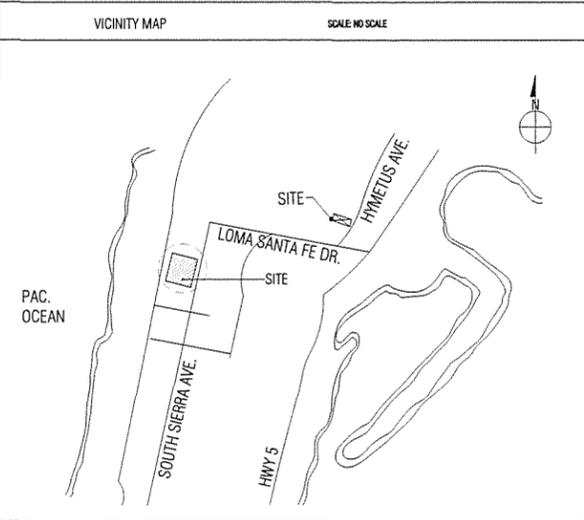
ANGELA IVEY, City Clerk

**GENERAL NOTES**

1. THE DRAWINGS REFLECT GENERAL ARRANGEMENT, DESIGN AND EXTENT OF WORK, AND ARE NOT TO BE SCALED FOR MEASUREMENTS. THE DRAWINGS ARE PARTLY DIAGRAMMATIC AND ARE NOT INTENDED TO BE AN EXACT REPRESENTATION OF FIELD CONDITIONS OR TO SERVE AS THE CONTRACTORS SHOP DRAWINGS.
2. AT ANY TIME SHOULD CONDITIONS ARISE WHEREIN THE INTENT OF THE DRAWINGS ARE IN DOUBT, OR WHERE THE DRAWINGS ARE IN CONFLICT WITH EACH OTHER, OR WHERE THERE IS A DISCREPANCY BETWEEN THE DRAWINGS AND FIELD CONDITIONS, THE ARCHITECT SHALL BE NOTIFIED AT ONCE FOR CLARIFICATION.
3. "EXISTING", "AS-BUILT", "SIZE TO FIT" AND SIMILAR PHRASES REQUIRE THE CONTRACTOR TO VERIFY AND COORDINATE DIMENSIONS AND CONDITIONS INDICATED IN THE DRAWINGS WITH THE ACTUAL FIELD CONDITIONS. DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT FOR DIRECTION ON HOW TO PROCEED.
4. DIMENSIONS SHOWN ARE TO FACE OF STUD UNLESS NOTED OTHERWISE.
5. REFER TO STRUCTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS FOR EQUIPMENT ANCHORAGE, HVAC, PLUMBING, LIGHTING, COMMUNICATION, AND DATA AND POWER REQUIREMENTS.
6. THE ARCHITECT AND OWNERS' CONSULTANTS SHALL HAVE NO RESPONSIBILITY FOR THE DISCOVERY, PRESENCE, HANDLING, REMOVAL OR DISPOSAL OF OR EXPOSURE OF PERSONS TO HAZARDOUS MATERIALS IN ANY FORM AT THE PROJECT SITE, INCLUDING BUT NOT LIMITED TO ASBESTOS, ASBESTOS PRODUCTS, POLYCHLORINATED BIPHENYL (PCB) OR OTHER TOXIC SUBSTANCES.
7. CONTRACTOR SHALL CONTACT OWNER 48 HOURS IN ADVANCE OF ANY RESTRICTION OF OWNER ACCESS OR UTILITY OUTAGES. AUTHORIZATION FROM OWNER TO BE RECEIVED IN WRITING.
8. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO BEGINNING WORK. AT ANY TIME SHOULD ANY CONDITIONS ARISE WHEREIN THE INTENT OF THE DRAWINGS IS IN DOUBT OR WHERE THERE IS A DISCREPANCY BETWEEN THE DRAWINGS AND FIELD CONDITIONS THE ARCHITECT SHALL BE NOTIFIED IMMEDIATELY IN WRITING FOR CLARIFICATION.
9. THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY AND CHARGE OF AND SHALL BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTOR OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK OR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
10. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. SAFETY OF ALL PARTIES PRESENT ON THE JOB SITE IS SOLELY THE CONTRACTORS RESPONSIBILITY.
11. THESE DRAWINGS ARE FOR PERMIT ONLY. GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL ADDITIONAL DETAILS AND REQUIRED COORDINATION DURING CONSTRUCTION.

**FIRE NOTES**

1. FIRE DEPARTMENT FINAL INSPECTION REQUIRED. SCHEDULE ALL INSPECTIONS 2 DAYS IN ADVANCE.
2. LOCATIONS AND CLASSIFICATIONS OF FIRE EXTINGUISHERS SHALL BE IN ACCORDANCE WITH THE CALIFORNIA FIRE CODE STANDARD 10-1 AND PLACEMENT IS SUBJECT TO THE APPROVAL OF THE FIRE INSPECTOR.
3. STORAGE, DISPENSING OR USE OF ANY FLAMMABLE AND COMBUSTIBLE LIQUIDS, FLAMMABLE AND COMPRESSED GASES, AND OTHER HAZARDOUS MATERIALS SHALL COMPLY WITH UNIFORM FIRE CODE REGULATIONS. THE STORAGE AND USE OF HAZARDOUS MATERIALS SHALL BE APPROVED BY THE FIRE AUTHORITY PRIOR TO ANY MATERIALS BEING STORED OR USED ON SITE. A SEPARATE PLAN SUBMITTAL IS REQUIRED PRIOR TO THE STORAGE AND USE OF HAZARDOUS MATERIALS.
4. PLANS OF NEW OR MODIFICATIONS TO EXISTING FIRE PROTECTION, DETECTION, ALARM OR MONITORING SYSTEM(S) SHALL BE APPROVED BY THE FIRE DEPARTMENT PRIOR TO INSTALLATION. A SEPARATE PLAN SUBMITTAL AND APPROVAL BY THE FIRE DEPARTMENT IS REQUIRED PRIOR TO COMMENCEMENT OF WORK.
5. PROVIDE 2A 10BC MINIMUM RATED FIRE EXTINGUISHERS TO BE LOCATED ON EACH FLOOR WITHIN 75 FEET MAX. OF TRAVEL DISTANCE FROM ALL AREAS.
6. DRAPES AND OTHER DECORATIVE MATERIALS SHALL BE FLAME RETARDANT. CERTIFICATION THEREOF SHALL BE PROVIDED. EXITS, EXIT SIGNS, FIRE ALARM STATIONS HOSE CABINETS AND EXTINGUISHER LOCATIONS SHALL NOT BE CONCEALED BY DECORATIVE MATERIALS.
7. ALL INTERIOR FINISHES SHALL CONFORM WITH THE TITLE 24, CCR, CHAPTER 42.



**PROJECT DESCRIPTION**

THE PROJECT HAS TWO COMPONENTS:

- A. NEW ELEVATOR TO BE INSTALLED FOR ADA ACCESS TO EXISTING CONDO BUILDING 3.
1. EXTERIOR STUCCO - TO MATCH EXISTING EXTERIOR STUCCO.
2. NEW ENTRY TRELLIS FOR ELEVATOR ENTRY. EXPOSED MATERIALS FOR TRELLIS TO BE ROUGH SAWN AND STAINED AND SEALED PER OWNERS SPECS.
3. BUILDING WALKWAYS AND TERRACES - RESURFACE THE NEW BRIDGE AREAS WITH AN AESTHETIC, WATERPROOF SURFACE FINISH MATERIALS.
4. GUARDRAILS - NEW WALKS AND CONNECTIONS TO CONDOMINIUM TERRACES WITH GLASS RAILINGS OR A COMBINATION OF GLASS PANEL AND/OR CABLE RAILS.
5. ROOFING - NEW TO MATCH THE EXISTING COMPOSITION ASPHALT SHINGLES CLASS "M" F.R. WITH NEW FASCIAS, COPPER FLASHING AND A NEW GUTTER AND DOWNSPOUT SYSTEM.
6. ELEVATORS - NEW TO MATCH EXISTING ELEVATION INTERIORS.
7. NEW RETAINING WALLS (PER STRUCTURAL DETAILS) TO CREATE THE SPACE FOR THE ELEVATOR AND ENTRY AREA.
8. REMOVAL OF EXISTING 2 BRIDGES/ACCESS BUILDING 3.
- B. MISCELLANEOUS UPGRADES AND MODIFICATIONS.

THE MISCELLANEOUS ITEMS ARE ANCILLARY TO THE MAIN REMODEL SCOPE AND CAN BE ADDRESSED BY EXISTING VENDORS OR NEW VENDORS. THESE ITEMS ARE: SECURITY AND SURVEILLANCE SYSTEMS, FIRE PREVENTION SYSTEM AND SIGNAGE, AND POST REMODEL USE AND MAINTENANCE MANUAL(S) AND PROCEDURES.

**BUILT** THE PROJECT WAS BUILT IN 1974 (ACCORDING TO ASSOCIATION RECORDS.)

**PROJECT ADDRESS** 135 S. SIERRA AVENUE  
SOLANA BEACH, CA 92075

**APN NO.** 298-010-54 SUB ID 01-36  
**NOTE:** EACH SUB ID INCLUDES AN UND 1/36 INT IN COMMON AREA

**LEGAL DESCRIPTION** LOT 1 OF LAS BRISAS, MAP NO. 7999, IN THE CITY OF SOLANA BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA ON AUGUST 9, 1974.

**ZONE** HIGH DENSITY RESIDENTIAL

**OVERLAY ZONE** HILLSIDE / COASTAL BLUFF  
FLOODPLAIN 100 YEAR FLOOD - ZONE VE

**USE** RESIDENTIAL CONDOMINIUM

**# UNITS** 36

**LOT SIZE** 2.205 ACRES

**LOT COVERAGE** 33,913 S.F. / 102,136 S.F. = 33.2% LOT COVERAGE

**F.A.R.** 0.75

**SETBACKS** GENERAL SETBACKS: DESIGNATION 'D'  
FRONT: 25'-0"  
SIDE: 5'-0"  
REAR: 40'-0" (FROM TOP EDGE OF COASTAL BLUFF)

**NUMBER OF STORIES** 3 STORIES

**HEIGHT** 25'-0" MAX HEIGHT (30'-0" W/ DEVELOPMENT REVIEW PERMIT)

**OCCUPANCY** RESIDENTIAL - TYPE R-2

**TYPE OF CONSTRUCTION** V-B (NON-SPRINKLERED)

**PARKING SPACES** 72 PROVIDED C2 LOADING SPACES 4 GUEST PARKING SPACES

**FLOOR AREA** EXISTING INTERIOR FLOOR AREA TO REMAIN. NO CHANGE. EXTERIOR IMPROVEMENTS ONLY.

**GOVERNING CODES** THESE PLANS AND ALL WORK SHALL COMPLY WITH SOLANA BEACH MUNICIPAL CODE, THE 2019 EDITION OF THE CALIFORNIA BUILDING CODE FOUND IN STATE OF CALIFORNIA TITLE 24 CCR AS AMENDED AND ADOPTED BY THE CITY OF SOLANA BEACH.

THE 2019 EDITIONS OF THE CALIFORNIA BUILDING CODES SHALL APPLY.

- 2019 CALIFORNIA BUILDING CODE
- 2019 CALIFORNIA GREEN BUILDING CODE
- 2019 CALIFORNIA HISTORICAL BUILDING CODE
- 2019 CALIFORNIA ELECTRICAL CODE
- 2019 CALIFORNIA MECHANICAL CODE
- 2019 CALIFORNIA PLUMBING CODE
- 2019 CALIFORNIA TITLE 24
- 2019 CALIFORNIA FIRE CODE

**ARCHITECTS**  
PLUMBLINE DESIGN  
4615 WINNEBAGO AVE.  
SAN DIEGO, CA. 92117  
P: 619-884-9229  
pldsd23@gmail.com

**CTA ARCHITECTS**  
JAMES CUMMINGS AIA  
310 VIA VERA CRUZ #206  
SAN MARCOS, CA. 92078

**GOVERNING AGENCY**  
City of Solana Beach  
635 S. Hwy 101  
Solana Beach, CA 92075  
(858) 720-2400  
www.ci.solana-beach.ca.us

**MEP ENGINEER**  
JULIAN'S DESIGN  
JULIAN OROZCO  
925 8 TH SUITE 300  
SAN DIEGO, CA. 92101

**STRUCTURAL ENGINEER**  
QUALLS ENGINEERING  
BRAIN QUALLS  
44403 MANCHESTER AVE. #203  
ENCINITAS, CA. 92024

**PROJECT INDEX**

T1.0 COVER  
TOPO MAP 1 OF 2 SHEET  
TOTPO MAP 2 OF 2 SHEET  
A0.0 SITE PLAN  
A1.0 PROPOSED GROUND FLOOR PLAN  
A2.0 PROPOSED 1st FLOOR PLAN  
A3.0 PROPOSED 2nd FLOOR PLAN  
A4.0 PROPOSED 3rd FLOOR PLAN  
A5.0 PROPOSED ROOF PLAN  
A6.0 PROPOSED PERSPECTIVES  
A7.0 ELEVATIONS

Original CAD drawings produced by PLUMBLINE DESIGN. All other drawings are the property of PLUMBLINE DESIGN and shall not be used for any other project without the written consent of PLUMBLINE DESIGN. PLUMBLINE DESIGN 2023

This document and all materials contained herein, other than to the extent specifically stated, are the property of PLUMBLINE DESIGN and shall not be used for any other project without the written consent of PLUMBLINE DESIGN. PLUMBLINE DESIGN 2023

**PLD**  
PLUMBLINE DESIGN  
DESIGN - PLANNING - INTERIOR  
CALL OR VISIT OUR OFFICE  
PLD2023@GMAIL.COM

**LAS BRISAS ELEVATOR**  
135 SOUTH SIERRA AVE. SOLANA BEACH CA. 92075

DRAWN BY:  
AZ

CHECKED BY:  
AZ

PROJECT NUMBER:  
016-21

DATE ORIG. SUBMITTAL:  
4-19-21

DRAWING NUMBER:  
T1.0

**SITE NOTES**

1. SURFACE WATER SHALL DRAIN AWAY FROM THE BUILDING.
2. THIS PROJECT SHALL COMPLY WITH TITLE 24 AND 2019 CBC, UMC/LPC & CEC.
3. NO HAZARDOUS MATERIALS SHALL BE STORED AND/OR USED IN THE BUILDING IN EXCESS OF THE QUANTITIES LISTED IN CBC/TABLES 4A AND 4B.
4. ALL ENTRANCES AND ALL EXTERIOR GROUND FLOOR EXIT DOORS TO BUILDING AND FACILITIES SHALL BE MADE ACCESSIBLE TO PERSONS WITH DISABILITIES.
5. THERE SHALL BE LEVEL AND CLEAR FLOOR OR LANDING ON EACH SIDE OF A DOOR. THE LEVEL AREA SHALL HAVE A LENGTH IN THE DIRECTION OF DOOR SWING OF AT LEAST 60" AND THE LENGTH OPPOSITE THE DIRECTION OF DOOR SWING OF 48" AS MEASURED AT RIGHT ANGLE TO THE PLANE OF THE DOOR IN ITS CLOSED POSITION AT THE BUILDING ENTRY WHERE CURB RAMPS ARE LOCATED.
6. VERIFY LOCATION OF ALL UTILITIES AND STREET IMPROVEMENTS PRIOR TO CONSTRUCTION.
7. THERE ARE NO BUS OR PUBLIC TRANSPORTATION STOPS ADJACENT TO THE SITE.

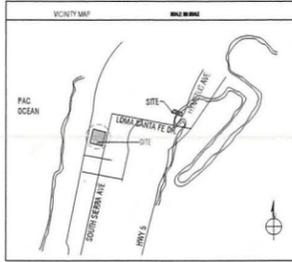
"I AM THE DESIGNER/TENANT/OWNER IN RESPONSIBLE CHARGE OF THIS REMODEL. THE FOLLOWING DEFICIENT ACCESS FEATURES WILL/WILL NOT BE MADE FULLY ACCESSIBLE AS PART OF THIS PERMIT PER THE APPROVED UNREASONABLE HARDSHIP EXEMPTION FORM: \_\_\_\_\_ (SEC. 11348.2.1 EXCEPTOR 1)

"I AM THE DESIGNER/OWNER IN RESPONSIBLE CHARGE OF THIS TENANT IMPROVEMENT PROJECT. I HAVE INSPECTED THE SITE/PREMISES AND DETERMINED THAT EXISTING CONDITIONS ARE IN FULL COMPLIANCE WITH CURRENT SITE ACCESSIBILITY REQUIREMENTS TO THE EXTENT REQUIRED BY LAW."

SIG: \_\_\_\_\_  
NAME: \_\_\_\_\_  
DATE: \_\_\_\_\_

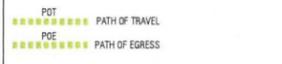
"I AM THE DESIGNER/OWNER IN RESPONSIBLE CHARGE OF THIS TENANT IMPROVEMENT PROJECT. I HAVE INSPECTED THE SITE/PREMISES AND DETERMINED THAT EXISTING RESTROOM(S)/SERVING AREA(S) OF ALTERATION ARE ACCESSIBLE ACCORDING TO CURRENT REQUIREMENTS."

SIG: \_\_\_\_\_  
NAME: \_\_\_\_\_  
DATE: \_\_\_\_\_



**THE PROJECT SCOPE OF WORK:**

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 3 STORIES  
**NUMBER OF STORIES HEIGHT** 25'-0" MAX HEIGHT (30'-0" W/ DEVELOPMENT REVIEW PERMIT)

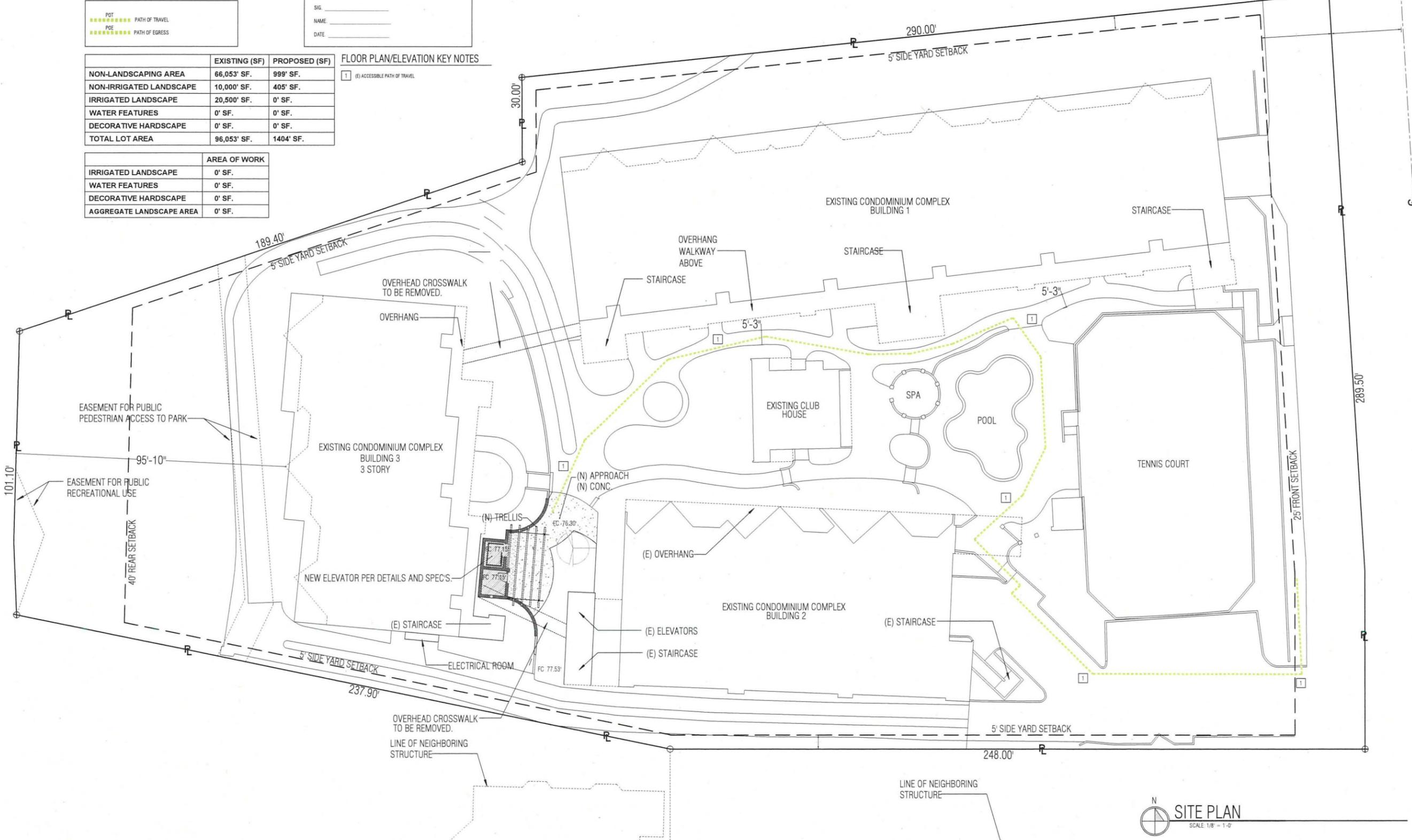


	EXISTING (SF)	PROPOSED (SF)
NON-LANDSCAPING AREA	66,053' SF.	999' SF.
NON-IRRIGATED LANDSCAPE	10,000' SF.	405' SF.
IRRIGATED LANDSCAPE	20,500' SF.	0' SF.
WATER FEATURES	0' SF.	0' SF.
DECORATIVE HARDSCAPE	0' SF.	0' SF.
TOTAL LOT AREA	96,053' SF.	1404' SF.

**FLOOR PLAN/ELEVATION KEY NOTES**

- 1 (E) ACCESSIBLE PATH OF TRAVEL

	AREA OF WORK
IRRIGATED LANDSCAPE	0' SF.
WATER FEATURES	0' SF.
DECORATIVE HARDSCAPE	0' SF.
AGGREGATE LANDSCAPE AREA	0' SF.



**SITE PLAN**  
SCALE: 1/8" = 1'-0"

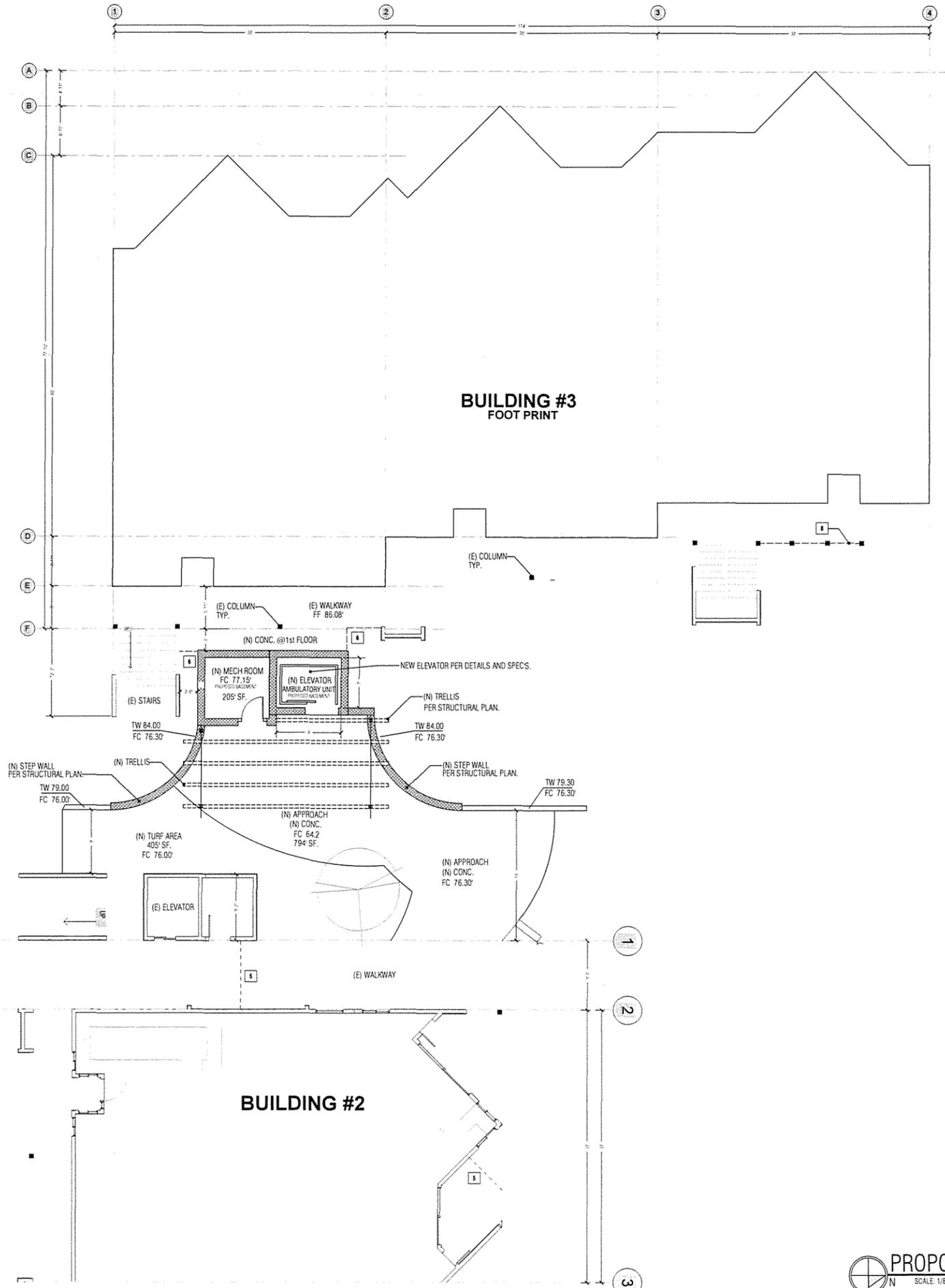
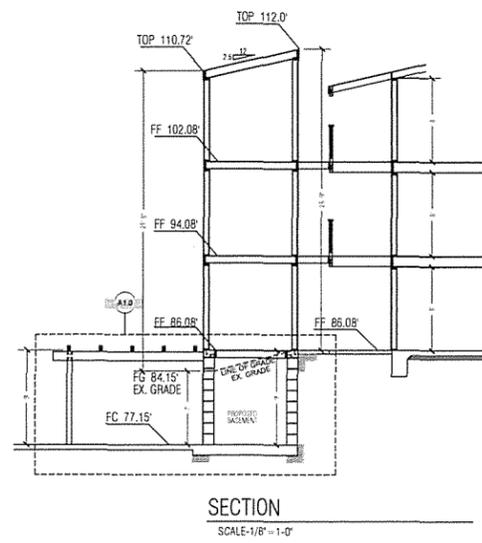
S. SIERRA AVE

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 PLUMBING DESIGN  
 DESIGN - PLANNING - INTERIOR  
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**LAS BRISAS ELEVATOR**  
 135 SOUTH SIERRA AVE. SOLANA BEACH CA 92075

DRAWN BY: AZ  
 PROJECT NUMBER: 004-20  
 DATE: 2-11-20  
 CHECKED BY: AZ  
 ORG. SUBMITTAL  
 PLUMBING NUMBER:  
**A0.0**



**WALL LEGEND**

- 24 WALL
- 246 WALL
- ONE-HOUR PARTY WALL  
REFER TO SHEET AD 03 & AD 04 FOR DETAILS
- THE PRIVATE GARAGE SHALL BE SEPARATED FROM THE DWELLING UNIT AND ITS ATTIC AREA BY MEANS OF A MINIMUM 1/2" GYPSUM BOARD APPLIED TO THE GARAGE SIDE PER CBC SECTION 406.3.4.1
- 12' CMU WALL PER STRUCTURAL DESIGN
- SOFFIT ABOVE. REFER TO FLOOR PLAN FOR HEIGHT & F.F.

**GENERAL NOTES**

- FIRE SPRINKLER SYSTEMS**  
AUTOMATIC FIRE SPRINKLER SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH CBC/CFC SECTIONS 903.1.1 THRU 903.5  
AUTOMATIC FIRE SPARKLER SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH CBC/CFC SECTIONS 903.4 THRU 903.4.1
- FIRE ALARM SYSTEMS**  
IN GROUP R DIVISION 2 OCCUPANCIES, THE AUTOMATIC FIRE ALARM SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 907.2.3
- SMOKE DETECTORS**  
SMOKE DETECTORS SHALL BE INSTALLED IN ACCORDANCE WITH CBC/CFC SECTIONS 907.2.11 THRU 907.2.1.6  
SMOKE DETECTOR POWER SOURCE: THE PRIMARY POWER SOURCE FOR THE DETECTORS SHALL BE FROM THE BUILDING WIRING, BUT SHALL BE EQUIPPED WITH BATTERY BACKUP
- EMERGENCY ESCAPE AND RESCUE**  
MEANS OF EGRESS SHALL BE IN ACCORDANCE WITH CBC SECTION 1030.1. IN ADDITION TO THE MEANS OF EGRESS REQUIRED BY CBC CHAPTER 10, PROVISIONS SHALL BE MADE FOR EMERGENCY ESCAPE AND RESCUE. IN GROUP R OCCUPANCIES, BASEMENTS AND SLEEPING ROOMS BELOW THE FOURTH STORY ABOVE GRADE SHALL HAVE AT LEAST ONE EXIT. WHERE BASEMENTS CONTAIN ONE OR MORE SLEEPING ROOMS, EMERGENCY ESCAPE AND RESCUE OPENINGS SHALL BE REQUIRED IN EACH SLEEPING ROOM, BUT SHALL NOT BE REQUIRED IN ADJOINING AREAS OF THE BASEMENT. SUCH OPENINGS SHALL OPEN DIRECTLY INTO A PUBLIC WAY OR TO A YARD OR COURT THAT OPENS TO THE PUBLIC WAY
- SHOWERS AND TUBS**  
THE WALL COVERING SHALL BE CONCRETE PLASTER, TILE OR APPROVED EQUAL, MIN. 7/8" ABOVE THE GRADE AT THE SHOWERS OR TUBS WITH SHOWERS PER CBC SECT. 1210.2.3. MATERIALS OTHER THAN STRUCTURAL ELEMENTS SHALL BE MOISTURE-RESISTANT. GLASS ENCLOSURE DOORS AND PANELS MUST BE LABELED CATEGORY 1. DOORS MUST swing OUTWARD. USE AREA OF SHOWER RECEPTOR TO ENCOURAGE A 36" DIAMETER CIRCLE CONTROL VALVES FOR SHOWERS AND TUBS/SHOWER COMBINATIONS MUST BE PRESSURE BALANCE OR THERMOSTATIC MIXING VALVES PER CPC SECTION 408.3
- PENETRATIONS**  
ANY VENTS AND DUCTS PENETRATING THE WALLS OR CEILINGS SEPARATING THE DWELLING UNIT FROM THE GARAGE SHALL BE 26 GA. SHEET METAL OR OTHER APPROVED ASSEMBLY
- FIRE SEPARATION MEASURES**  
WALLS AND CEILINGS BETWEEN GARAGE AND DWELLING SHALL BE SEALED TO LIMIT AIR MOVEMENT PER ASHRAE 62.2-2015 SECTION 6.5. IN ADDITION TO FIRE SEPARATION MEASURES:

**COMMERCIAL NOTES**  
EFFORT TO OPERATE ANY COMMERCIAL SPACE DOOR MUST NOT EXCEED 5 POUNDS. CBC 11B-404.2.9

**ACCESSIBLE ENTRANCES**

- 1 \* CLEAR AND LEVEL LANDING AT PULL SIDE OF DOUBLE LEAF DOORS TO EXTEND FULL WIDTH OF SET OF DOUBLE LEAF DOORS FOR FULL 60 INCHES DEPTH
- 2 \* CLEAR AND LEVEL EXTERIOR LANDING AT PULL SIDE OF SINGLE LEAF DOOR TO EXTEND FULL WIDTH OF SET OF SINGLE LEAF DOOR PLUS AN ADDITIONAL 24 INCHES-IN-WIDTH BEYOND STRIKE EDGE OF DOOR FOR FULL 60 INCHES DEPTH OF LANDING
- 3 \* CLEAR AND LEVEL EXTERIOR LANDING SURFACES NOT TO EXCEED 2.0 PERCENT SLOPE IN ANY DIRECTION
- 4 \* EXTERIOR LANDING SURFACES TO BE AT LEAST AS SLIP RESISTANT AS A MEDIUM SALTED FINISH
- 5 \* CHANGE IN LEVEL BETWEEN LANDING AND DOOR THRESHOLD: TO NOT EXCEED 1/2 INCHES IN HEIGHT WITH VERTICAL SURFACES NOT MORE THAN 1/4 INCHES IN HEIGHT. CBC 1008.1.5, 11-B-404.2.4, 11B-303
- 6 \* AT UNIT TWO DOORS THE EFFORT TO OPERATE THE DOORS MUST NOT EXCEED 8.5 POUNDS FOR EXTERIOR DOORS AND 5 POUNDS FOR INTERIOR DOORS. CBC 1132.A.6
- 7 \* AT UNIT TWO DOORS PROVIDE LEVER HARDWARE. CBC 1112A.8, 1112A.9

- FLOOR PLAN KEY NOTES**
- 1 SELF-CLOSING, SELF-LATCHING TIGHT-FITTING 1-3/8" SOLID CORE DOOR, 20-MINUTE FIRE RATED GASKETED TO LIMIT AIR MOVEMENT PER ASHRAE 62.2-2015 SECTION 6.5
  - 2 EXTERIOR DOORS TO HAVE 36"x36" CONCRETE STOPPS, SLIDING GLASS DOORS TO HAVE 48"x48" STOPP. REFER TO STRUCTURAL FOUNDATION SHEETS FOR ACTUAL SIZES ON CONCRETE STOPPS. 1/2" MAX THRESHOLD DROP TO LANDINGS
  - 3 LINE OF FLOOR BELOW
  - 4 LINE OF DECK ABOVE
  - 5 LINE OF FLOOR ABOVE
  - 6 (E) 42" HIGH GUARDRAIL (FIN D) (SEE PLAN FOR DETAIL REFERENCE). MAX 4" CLEAR SPACE BETWEEN VERTICAL MEMBERS. THE TRANSFER OPENINGS FORMED BY THE RISER, TREAD AND BOTTOM ELEMENT OF A GUARDRAIL, AT THE STAIR SHALL BE LESS THAN 6"

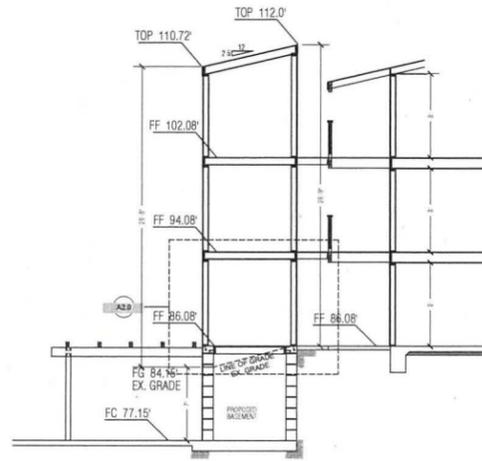
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Designer:

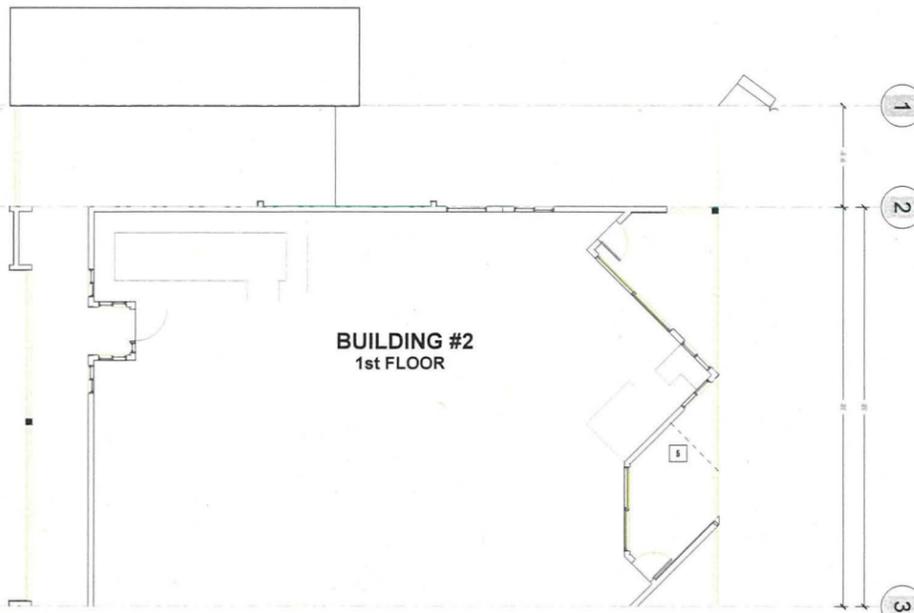
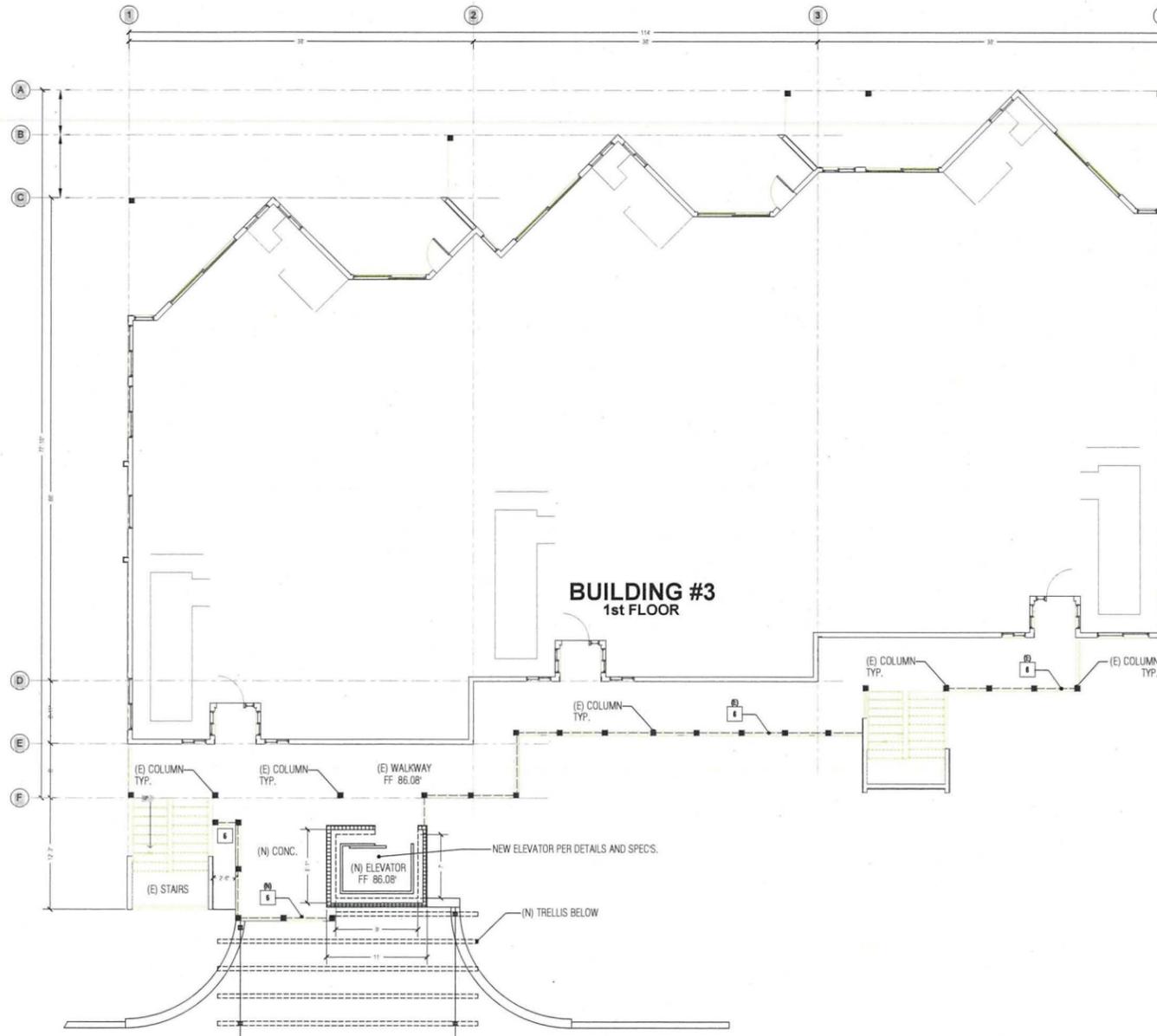
**PLD**  
PLUMLINE DESIGN  
DESIGNER: PLUMLINE DESIGN  
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PLD0033@GMAIL.COM

**LAS BRISAS ELEVATOR**  
135 SOUTH SIERRA AVE. SOLANA BEACH CA. 92075

DRAWN BY: AZ	CHECKED BY: AZ
PROJECT NUMBER: 016-21	DATE SUBMITTED: 4-19-21
DRAWING NO. <b>A1.0</b>	



SECTION  
SCALE: 1/8" = 1'-0"



WALL LEGEND

- 2x4 WALL
- 2x6 WALL
- ONE-HOUR PARTY WALL  
REFER TO SHEET AD-23 & AD-24 FOR DETAILS
- THE PRIVATE GARAGE SHALL BE SEPARATED FROM THE DWELLING UNIT AND ITS ATTIC AREA BY MEANS OF A MINIMUM 1/2" GYPSUM BOARD APPLIED TO THE GARAGE SIDE PER CBC SECTION 406.3.4.1
- 12" CMU WALL PER STRUCTURAL DESIGN
- SOFFIT ABOVE: REFER TO FLOOR PLAN FOR HEIGHT A.F.F.

GENERAL NOTES

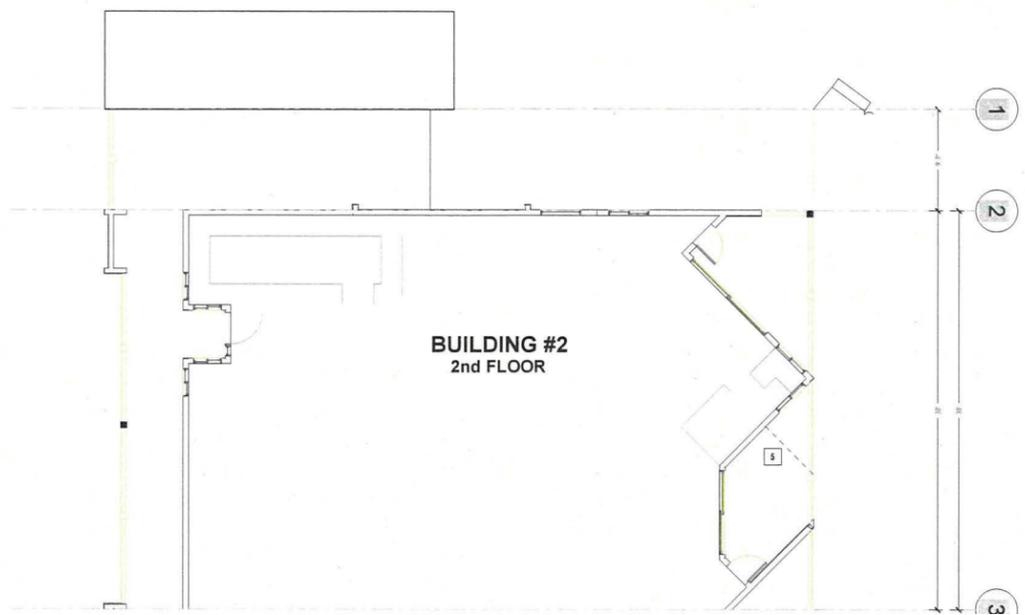
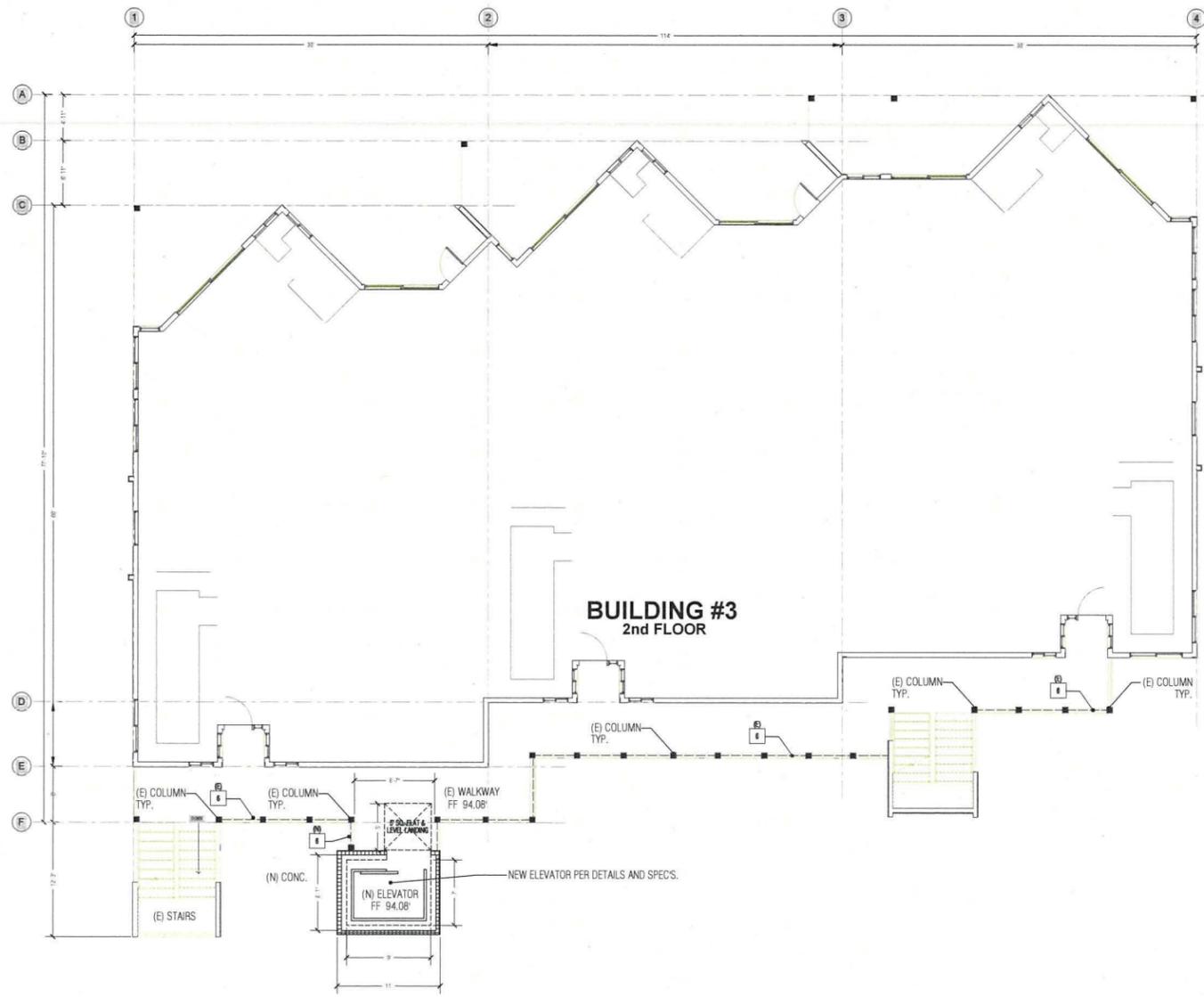
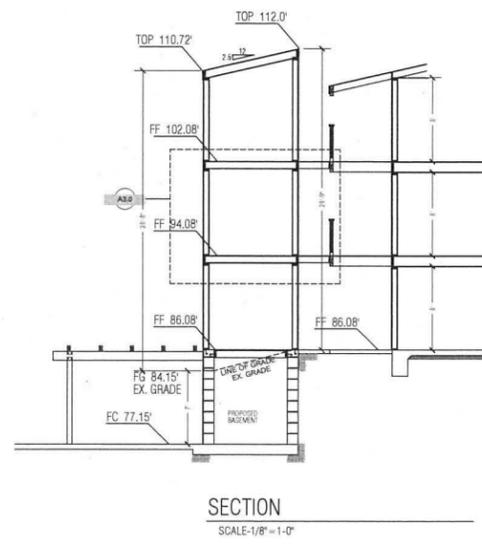
- FIRE SPRINKLER SYSTEMS**  
AUTOMATIC FIRE SPRINKLER SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH CBC/IFC SECTIONS 903.3.1.1 THRU 903.5.  
AUTOMATIC FIRE SPRINKLER SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH CBC/IFC SECTIONS 903.4 THRU 903.4.1.
- FIRE ALARM SYSTEMS**  
IN GROUP R DIVISION 2 OCCUPANCIES, THE AUTOMATIC FIRE ALARM SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 907.2.9.
- SMOKE DETECTORS**  
SMOKE DETECTORS SHALL BE INSTALLED IN ACCORDANCE WITH CBC/IFC SECTIONS 907.2.1.1 THRU 907.2.1.6.  
SMOKE DETECTOR POWER SOURCE: THE PRIMARY POWER SOURCE FOR THE DETECTORS SHALL BE FROM THE BUILDING WIRING, BUT SHALL BE EQUIPPED WITH BATTERY BACKUP.
- EMERGENCY ESCAPE AND RESCUE**  
MEANS OF EGRESS SHALL BE IN ACCORDANCE WITH CBC SECTION 1030.1. IN ADDITION TO THE MEANS OF EGRESS REQUIRED BY CBC CHAPTER 10, PROVISIONS SHALL BE MADE FOR EMERGENCY ESCAPE AND RESCUE IN GROUP R OCCUPANCIES: BASEMENTS AND SLEEPING ROOMS BELOW THE FOURTH STORY ABOVE GRADE SHALL HAVE AT LEAST ONE EXIT. WHERE BASEMENTS CONTAIN ONE OR MORE SLEEPING ROOMS, EMERGENCY ESCAPE AND RESCUE OPENINGS SHALL BE REQUIRED IN EACH SLEEPING ROOM, BUT SHALL NOT BE REQUIRED IN ADJOINING AREAS OF THE BASEMENT. SUCH OPENINGS SHALL OPEN DIRECTLY INTO A PUBLIC WAY OR TO A YARD OR COURT THAT OPENS TO THE PUBLIC WAY.
- SHOWERS AND TUBS**  
THE WALL COVERING SHALL BE CEMENT PLASTER, TILE OR APPROVED EQUAL MIN. 7/2" ABOVE THE GRAB AT THE SHOWERS OR TUBS WITH SHOWERS PER CBC SECT. 1210.2.3. MAX. ENTAILS OTHER THAN STRUCTURAL ELEMENTS SHALL BE MOISTURE-RESISTANT. GLASS ENCLOSURE DOORS AND PANELS MUST BE LABELED CATEGORY 1. DOORS MUST SWING OUTWARD. NET AREA OF SHOWER RECEPTOR TO ENCOMPASS A 36" DIAMETER CIRCLE. CONTROL VALVES FOR SHOWERS AND TUB/SHOWER COMBINATION MUST BE PRESSURE-BALANCE OR THERMOSTATIC MIXING VALVES PER CBC SECTION 408.3.
- PENETRATIONS**  
ANY VENTS AND DUCTS PENETRATING THE WALLS OR CEILINGS SEPARATING THE DWELLING UNIT FROM THE GARAGE SHALL BE 26 GA. SHEET METAL OR OTHER APPROVED ASSEMBLY.
- FIRE SEPARATION MEASURES**  
WALLS AND CEILINGS BETWEEN GARAGE AND DWELLING SHALL BE SEALED TO LIMIT AIR MOVEMENT PER ASHRAE 62.2-2013 SECTION 6.5, IN ADDITION TO FIRE SEPARATION MEASURES.
- |              |           |
|--------------|-----------|
| COMMERCIAL   | 205 SQ FT |
| GROUND FLOOR | 100 SQ FT |
| FIRST FLOOR  | 100 SQ FT |
| SECOND FLOOR | 100 SQ FT |
| THIRD FLOOR  | 100 SQ FT |
| TRELLIS      | 300 SQ FT |
| TOTAL        | 885 SQ FT |
- COMMERCIAL NOTES:**  
EFFORT TO OPERATE ANY COMMERCIAL SPACE DOOR MUST NOT EXCEED 5 POUNDS. CBC 11B-404.2.9
- ACCESSIBLE ENTRANCES**
- \* CLEAR AND LEVEL LANDING AT FULL SIDE OF DOUBLE LEAF DOORS TO EXTEND FULL WIDTH OF SET OF DOUBLE LEAF DOORS FOR FULL 60 INCHES DEPTH
  - \* CLEAR AND LEVEL EXTERIOR LANDING AT FULL SIDE OF SINGLE LEAF DOOR TO EXTEND FULL WIDTH OF SET OF SINGLE LEAF DOOR PLUS AN ADDITIONAL 24 INCHES-IN-WIDTH BEYOND STRIKE EDGE OF DOOR FOR FULL 60 INCHES DEPTH OF LANDING
  - \* CLEAR AND LEVEL EXTERIOR LANDING SURFACES NOT TO EXCEED 2.0 PERCENT SLOPE IN ANY DIRECTION
  - \* EXTERIOR LANDING SURFACES TO BE AT LEAST AS SLIP RESISTANT AS A MEDIUM SALTED FINISH
  - \* CHANGE IN LEVEL BETWEEN LANDING AND DOOR THRESHOLD TO NOT EXCEED 1/2 INCHES IN HEIGHT WITH VERTICAL SURFACES NOT MORE THAN 1/4 INCHES IN HEIGHT. CBC 1008.1.5, 11-B-404.2.4, 11B-303
  - \* AT UNIT TWO DOORS THE EFFORT TO OPERATE THE DOORS MUST NOT EXCEED 5 POUNDS FOR EXTERIOR DOORS AND 5 POUNDS FOR INTERIOR DOORS. CBC 1132 A.6
  - \* AT UNIT TWO DOORS PROVIDE LEVER HARDWARE. CBC 1132A.8, 1132A.9
- FLOOR PLAN KEY NOTES**
- 1 SELF-CLOSING, SELF LATCHING TIGHT-FITTING 1-3/8" SOLID CORE DOOR, 20-MINUTE FIRE RATED GASKETED TO LIMIT AIR MOVEMENT PER ASHRAE 62.2-2013 SECTION 6.5
  - 2 EXTERIOR DOORS TO HAVE 36"x36" CONCRETE STOODS. SLIDING GLASS DOORS TO HAVE 48"x48" STOOD. REFER TO STRUCTURAL FOUNDATION SHEETS FOR ACTUAL SIZES ON CONCRETE STOODS. 1/2" MAX THRESHOLD DROP TO LANDINGS.
  - 3 LINE OF FLOOR BELOW
  - 4 LINE OF DECK ABOVE
  - 5 LINE OF FLOOR ABOVE
  - 6 42" HIGH GUARDRAIL (U N D). SEE PLAN FOR DETAIL. REFERENCE MAX. 4" CLEAR SPACE BETWEEN VERTICAL MEMBERS. THE TRIANGULAR OPENINGS FORMED BY THE RISER, TREAD AND BOTTOM ELEMENT OF A GUARDRAIL AT THE STAIR SHALL BE LESS THAN 6"

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 Date: [Date]

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**LAS BRISAS ELEVATOR**  
 135 SOUTH SIERRA AVE. SOLANA BEACH CA. 92075

DRAWN BY: AZ  
 CHECKED BY: AZ  
 PROJECT NUMBER: [Blank]  
 DATE: [Blank]  
 ORIG. SUBMITTAL: [Blank]  
 DRAWING NUMBER: **A2.0**



**WALL LEGEND**

- 24 WALL
- 24 WALL
- ONE-HOUR PARTY WALL  
REFER TO SHEET AD 03 & AD 04 FOR DETAILS
- THE PRIVATE GARAGE SHALL BE SEPARATED FROM THE DWELLING UNIT AND ITS ATTIC REAR BY MEANS OF A MINIMUM 1/2" GYPSUM BOARD APPLIED TO THE GARAGE SIDE PER CBC SECTION 406.3.4.1
- 12' CMU WALL PER STRUCTURAL DESIGN
- SOFFIT ABOVE. REFER TO FLOOR PLAN FOR HEIGHT A.F.F.

**GENERAL NOTES**

- FIRE SPRINKLER SYSTEMS**  
AUTOMATIC FIRE SPRINKLER SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH CBC/CFC SECTIONS 903.3.1.1 THRU 903.5.  
AUTOMATIC FIRE SPRINKLER SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH CBC/CFC SECTIONS 903.4 THRU 903.4.1.
- FIRE ALARM SYSTEMS**  
IN GROUP R DIVISION 2 OCCUPANCIES, THE AUTOMATIC FIRE ALARM SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 907.2.9
- SMOKE DETECTORS**  
SMOKE DETECTORS SHALL BE INSTALLED IN ACCORDANCE WITH CBC/CFC SECTIONS 907.2.11.2 THRU 907.2.11.6  
SMOKE DETECTOR POWER SOURCE: THE PRIMARY POWER SOURCE FOR THE DETECTORS SHALL BE FROM THE BUILDING WIRING, BUT SHALL BE EQUIPPED WITH BATTERY BACKUP.
- EMERGENCY ESCAPE AND RESCUE**  
MEANS OF EGRESS SHALL BE IN ACCORDANCE WITH CBC SECTION 1006.1. IN ADDITION TO THE MEANS OF EGRESS REQUIRED BY CBC CHAPTER 10, PROVISIONS SHALL BE MADE FOR EMERGENCY ESCAPE AND RESCUE IN GROUP R OCCUPANCIES. BASEMENTS AND SLEEPING ROOMS BELOW THE FOURTH STORY ABOVE GRADE SHALL HAVE AT LEAST ONE EXIT. WHERE BASEMENTS CONTAIN ONE OR MORE SLEEPING ROOMS, EMERGENCY ESCAPE AND RESCUE OPENINGS SHALL BE REQUIRED IN EACH SLEEPING ROOM, BUT SHALL NOT BE REQUIRED IN ALLOWING AREAS OF THE BASEMENT. SUCH OPENINGS SHALL OPEN DIRECTLY INTO A PUBLIC WAY OR TO A YARD OR COURT THAT OPENS TO THE PUBLIC WAY.
- SHOWERS AND TUBS**  
THE WALL COVERING SHALL BE CEMENT PLASTER, TILE OR APPROVED EQUAL. MIN. 72" ABOVE THE DRAIN AT THE SHOWERS OR TUBS WITH SHOWERS PER CBC SECT. 1010.2.3. MATERIALS OTHER THAN STRUCTURAL ELEMENTS SHALL BE MOISTURE-RESISTANT. GLASS EN-CLOSURE DOORS AND PANELS MUST BE LABELED CATEGORY 11. DOORS MUST SWING OUTWARD. NET AREA OF SHOWER RECEPTOR TO ENCOMPASS A 30" DIAMETER CIRCLE. CONTROL VALVES FOR SHOWER AND TUB/SHOOWER COMBINATION MUST BE PRESSURE BALANCE OR THERMOSTATIC MIXING VALVES PER CBC SECTION 408.3.
- PENETRATIONS**  
ANY VENTS AND DUCTS PENETRATING THE WALLS OR CEILINGS SEPARATING THE DWELLING UNIT FROM THE GARAGE SHALL BE 26 GA. SHEET METAL OR OTHER APPROVED ASSEMBLY.
- FIRE SEPARATION MEASURES**  
WALLS AND CEILINGS BETWEEN GARAGE AND DWELLING SHALL BE SEALED TO LIMIT AIR MOVEMENT PER ASHRAE 62.2-2013 SECTION 6.5, IN ADDITION TO FIRE SEPARATION MEASURES.

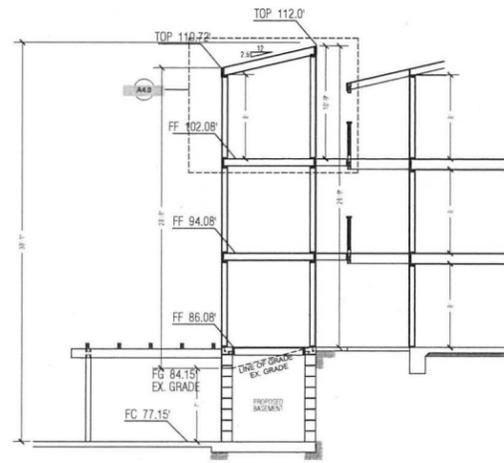
- COMMERCIAL NOTES**
- EFFORT TO OPERATE ANY COMMERCIAL SPACE DOOR MUST NOT EXCEED 5 POUNDS. CBC 118-404.2.9**
- ACCESSIBLE ENTRANCES**
- 1 \* CLEAR AND LEVEL LANDING AT FULL SIDE OF DOUBLE LEAF DOORS TO EXTEND FULL WIDTH OF SET OF DOUBLE LEAF DOORS FOR FULL 60 INCHES DEPTH.
- 2 \* CLEAR AND LEVEL EXTERIOR LANDING AT FULL SIDE OF SINGLE LEAF DOOR TO EXTEND FULL WIDTH OF SET OF SINGLE LEAF DOOR PLUS AN ADDITIONAL 24 INCHES-IN-WIDTH BEYOND STRIKE EDGE OF DOOR FOR FULL 60 INCHES DEPTH OF LANDING.
- 3 \* CLEAR AND LEVEL EXTERIOR LANDING SURFACES NOT TO EXCEED 2.0 PERCENT SLOPE IN ANY DIRECTION
- 4 \* EXTERIOR LANDING SURFACES TO BE AT LEAST AS SLIP RESISTANT AS A MEDIUM SALTED FINISH
- 5 \* CHANGE IN LEVEL BETWEEN LANDING AND DOOR THRESHOLD, TO NOT EXCEED 1/2 INCHES IN HEIGHT WITH VERTICAL SURFACES NOT MORE THAN 1/4 INCHES IN HEIGHT. CBC 1008.1.5, 11.8-404.2.4, 118-303.
- 6 \* AT UNIT TWO DOORS THE EFFORT TO OPERATE THE DOORS MUST NOT EXCEED 5 POUNDS FOR EXTERIOR DOORS AND 5 POUNDS FOR INTERIOR DOORS. CBC 1132.A.6
- 7 \* AT UNIT TWO DOORS PROVIDE LEVER HARDWARE. CBC 1132A.8, 1132A.9
- FLOOR PLAN KEY NOTES**
- 1 SELF-CLOSING, SELF-LATCHING TIGHT-FITTING 1-3/8" SOLID CORE DOOR, 20-MINUTE FIRE RATED GASKETED TO LIMIT AIR MOVEMENT PER ASHRAE 62.2-2013 SECTION 6.5
- 2 EXTERIOR DOORS TO HAVE 36"x36" CONCRETE STOOPS. SLIDING GLASS DOORS TO HAVE 48"x36" STOOP. REFER TO STRUCTURAL FOUNDATION SHEETS FOR ACTUAL SIZES ON CONCRETE STOOPS. 1/2" MAX. THRESHOLD DROP TO LANDINGS.
- 3 LINE OF FLOOR BELOW
- 4 LINE OF DECK ABOVE
- 5 LINE OF FLOOR ABOVE
- 6 42" HIGH GUARDRAIL (U.N.D.) SEE PLAN FOR DETAIL REFERENCE. MAX. 4" CLEAR SPACE BETWEEN VERTICAL MEMBERS. THE TRIANGULAR OPENINGS FORMED BY THE RISER, TREAD AND BOTTOM ELEMENT OF A GUARDRAIL AT THE STAIR SHALL BE LESS THAN 6"

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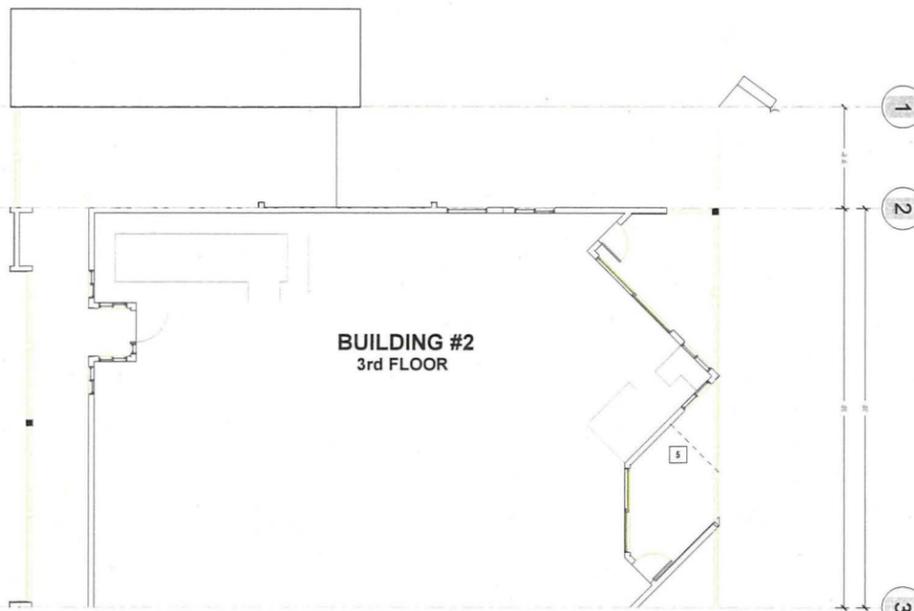
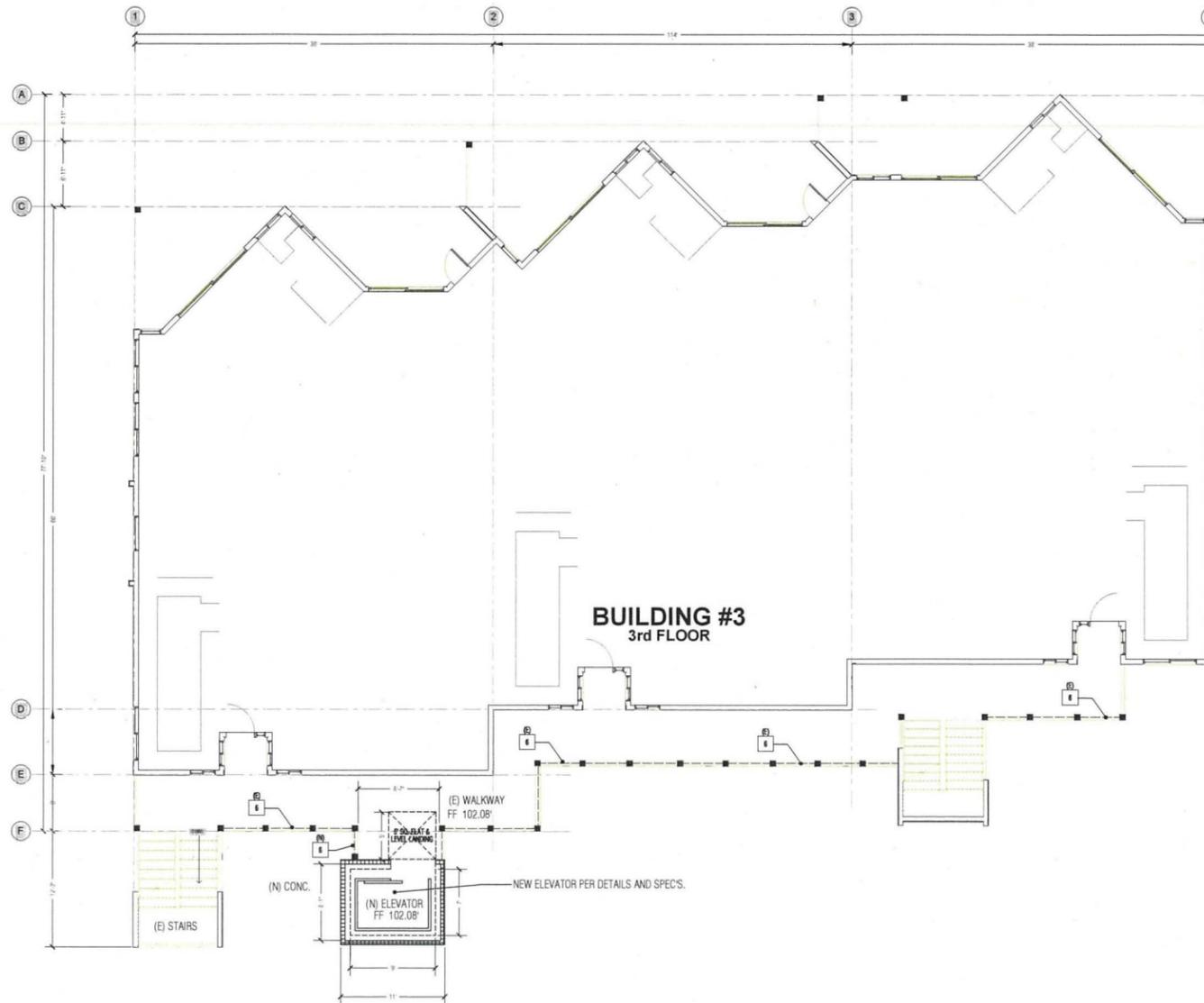
**PLD**  
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14515 W. 14TH AVE. SUITE 100  
GLENVIEW, CA 94039  
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**LAS BRISAS ELEVATOR**  
135 SOUTH SIERRA AVE. SOLANA BEACH CA. 92075

DRAWN BY: AZ	CHECKED BY: AZ
PROJECT NUMBER: DATE: ORG. SUBMITTAL	
DRAWING NUMBER: <b>A3.0</b>	



SECTION  
SCALE: 1/8" = 1'-0"



**WALL LEGEND**

- 2x4 WALL
- 2x6 WALL
- ONE-HOUR PARTY WALL  
REFER TO SHEET AD 03 & AD 04 FOR DETAILS
- THE PRIVATE GARAGE SHALL BE SEPARATED FROM THE DWELLING UNIT AND ITS ATTIC AREA BY MEANS OF A MINIMUM 1/2" GIPSUM BOARD APPLIED TO THE GARAGE SIDE PER CBC SECTION 406.3.4.1
- 12' CMU WALL PER STRUCTURAL DESIGN
- SOFFIT ABOVE: REFER TO FLOOR PLAN FOR HEIGHT A.F.F.

**GENERAL NOTES**

- FIRE SPRINKLER SYSTEMS**  
 AUTOMATIC FIRE SPRINKLER SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH CBC/CFC SECTIONS 903.5.1.1 THRU 903.5.3.  
 AUTOMATIC FIRE SPRINKLER SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH CBC/CFC SECTIONS 903.4 THRU 903.4.1.
- FIRE ALARM SYSTEMS**  
 IN GROUP B DIVISION 2 OCCUPANCIES, THE AUTOMATIC FIRE ALARM SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 907.2.9.
- SMOKE DETECTORS**  
 SMOKE DETECTORS SHALL BE INSTALLED IN ACCORDANCE WITH CBC/CFC SECTIONS 907.2.11.2 THRU 907.2.11.6.  
 SMOKE DETECTOR POWER SOURCE: THE PRIMARY POWER SOURCE FOR THE DETECTORS SHALL BE FROM THE BUILDING WIRING, BUT SHALL BE EQUIPPED WITH BATTERY BACKUP.
- EMERGENCY ESCAPE AND RESCUE**  
 MEANS OF EGRESS SHALL BE IN ACCORDANCE WITH CBC SECTION 1003.1. IN ADDITION TO THE MEANS OF EGRESS REQUIRED BY CBC CHAPTER 10, PROVISIONS SHALL BE MADE FOR EMERGENCY ESCAPE AND RESCUE IN GROUP B OCCUPANCIES' BASEMENTS AND SLEEPING ROOMS BELOW THE FOURTH STORY ABOVE GRADE SHALL HAVE AT LEAST ONE EXIT. WHERE BASEMENTS CONTAIN ONE OR MORE SLEEPING ROOMS, EMERGENCY ESCAPE AND RESCUE OPENINGS SHALL BE REQUIRED IN EACH SLEEPING ROOM, BUT SHALL NOT BE REQUIRED IN ADJOINING AREAS OF THE BASEMENT. SUCH OPENINGS SHALL OPEN DIRECTLY INTO A PUBLIC WAY OR TO A YARD OR COURT THAT OPENS TO THE PUBLIC WAY.
- SHOWERS AND TUBS**  
 THE WALL COVERING SHALL BE CEMENT PLASTER, TILE OR APPROVED EQUAL, MIN. 7/8" ABOVE THE DRAIN AT THE SHOWERS OR TUBS WITH SHOWERS PER CBC SECT. 12.14.2.3. MATERIALS OTHER THAN STRUCTURAL ELEMENTS SHALL BE MOISTURE-RESISTANT. GLASS ENCLOSURE DOORS AND PANELS MUST BE LABELED CATEGORY 11. DOORS MUST SWING OUTWARD. NET AREA OF SHOWER RECEPTOR TO ENCOMPASS A 30" DIAMETER CIRCLE. CONTROL VALVES FOR SHOWERS AND TUB/SHOWER COMBINATION MUST BE PRESSURE BALANCE OR THERMOSTATIC MIXING VALVES PER CBC SECTION 406.3.
- PENETRATIONS**  
 ANY VENTS AND DUCTS PENETRATING THE WALLS OR CEILINGS SEPARATING THE DWELLING UNIT FROM THE GARAGE SHALL BE 26 GA. SHEET METAL OR OTHER APPROVED ASSEMBLY.
- FIRE SEPARATION MEASURES**  
 WALLS AND CEILINGS BETWEEN GARAGE AND DWELLING SHALL BE SEALED TO LIMIT AIR MOVEMENT PER ASHRAE 62.2-2013 SECTION 6.5, IN ADDITION TO FIRE SEPARATION MEASURES.
- COMMERCIAL:**  
 GROUND FLOOR: 206 SQ. FT.  
 FIRST FLOOR: 100 SQ. FT.  
 SECOND FLOOR: 100 SQ. FT.  
 THIRD FLOOR: 100 SQ. FT.  
 TRENCHES: 300 SQ. FT.  
 TOTAL: 886 SQ. FT.
- COMMERCIAL NOTES:**  
 EFFORT TO OPERATE: ANY COMMERCIAL SPACE DOOR MUST NOT EXCEED 5 POUNDS. CBC 11B-404.2.9
- ACCESSIBLE ENTRANCES:**
- \* CLEAR AND LEVEL LANDING AT FULL SIDE OF DOUBLE LEAF DOORS TO EXTEND FULL WIDTH OF SET OF DOUBLE LEAF DOORS FOR FULL 60 INCHES DEPTH.
  - \* CLEAR AND LEVEL EXTERIOR LANDING AT FULL SIDE OF SINGLE LEAF DOOR TO EXTEND FULL WIDTH OF SET OF SINGLE LEAF DOOR PLUS AN ADDITIONAL 24 INCHES IN WIDTH BEYOND STRIKE EDGE OF DOOR FOR FULL 60 INCHES DEPTH OF LANDING.
  - \* CLEAR AND LEVEL EXTERIOR LANDING SURFACES NOT TO EXCEED 2.0 PERCENT SLOPE IN ANY DIRECTION.
  - \* EXTERIOR LANDING SURFACES TO BE AT LEAST AS SLIP RESISTANT AS A MEDIUM SALTED FINISH.
  - \* CHANGE IN LEVEL BETWEEN LANDING AND DOOR THRESHOLD: TO NOT EXCEED 1/2 INCHES IN HEIGHT WITH VERTICAL SURFACES NOT MORE THAN 1/4 INCHES IN HEIGHT. CBC 1009.1.5, 11.4-404.2.4, 11B-303.
  - \* AT UNIT TWO DOORS THE EFFORT TO OPERATE THE DOORS MUST NOT EXCEED 8.5 POUNDS FOR EXTERIOR DOORS AND 5 POUNDS FOR INTERIOR DOORS. CBC 1132.4.6
  - \* AT UNIT TWO DOORS PROVIDE LEVER HARDWARE. CBC 1132A & 1132A.9
- FLOOR PLAN KEY NOTES**
- 1 SELF-CLOSING, SELF LATCHING TIGHT-FITTING 1-3/8" SOLID CORE DOOR, 20-MINUTE FIRE RATED GASKETED TO LIMIT AIR MOVEMENT PER ASHRAE 62.2-2013 SECTION 6.5
  - 2 EXTERIOR DOORS TO HAVE 36"x36" CONCRETE STOOPS. SLIDING GLASS DOORS TO HAVE 48"x36" STOOP. REFER TO STRUCTURAL FOUNDATION SHEETS FOR ACTUAL SIZES OR CONCRETE STOOPS. 1/2" MAX THRESHOLD DROP TO LANDINGS.
  - 3 LINE OF FLOOR BELOW
  - 4 LINE OF DECK ABOVE
  - 5 LINE OF FLOOR ABOVE
  - 6 4" HIGH GUARDRAIL (U.N.D.). SEE PLAN FOR DETAIL. REFERENCE MAX. 4" CLEAR SPACE BETWEEN VERTICAL MEMBERS. THE TRIANGULAR OPENINGS FORMED BY THE RISER, TREAD AND BOTTOM ELEMENT OF A GUARDRAIL, AT THE STAIR SHALL BE LESS THAN 6"

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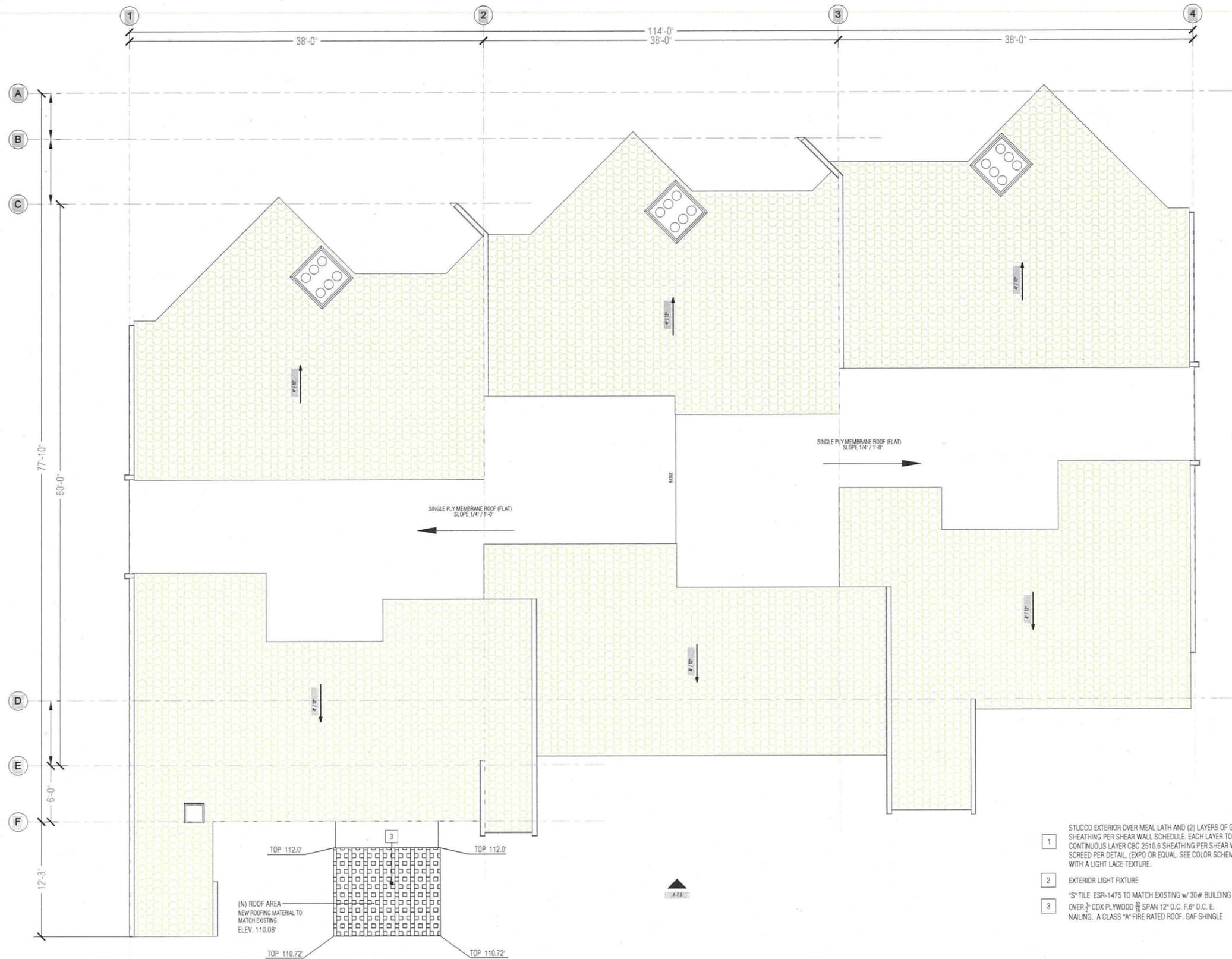
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**LAS BRISAS ELEVATOR**  
 135 SOUTH SIERRA AVE. SOLANA BEACH, CA. 92075

DRAWN BY: AZ  
 CHECKED BY: AZ

PROJECT NUMBER: [Blank]  
 DATE: [Blank]  
 ORG. SUBMITTAL: [Blank]

DRAWING NUMBER: **A4.0**



- 1 STUCCO EXTERIOR OVER MEAL LATH AND (2) LAYERS OF GRADE 'D' PAPER OVER STRUCTURAL SHEATHING PER SHEAR WALL SCHEDULE. EACH LAYER TO BE INSTALLED AS INDEPENDENT SEPARATE CONTINUOUS LAYER CBC 2510.6 SHEATHING PER SHEAR WALL SCHEDULE. PROVIDE 26 GA. GSM WEEP SCREED PER DETAIL. (EXPO OR EQUAL. SEE COLOR SCHEMES FOR COLORS) TEXTURE: 18/20 SAND WITH A LIGHT LACE TEXTURE.
- 2 EXTERIOR LIGHT FIXTURE
- 3 \*S\* TILE ESR-1475 TO MATCH EXISTING w/ 30# BUILDING FELT OVER 3/4" CDX PLYWOOD 1/2" SPAN 12" O.C. F. 6" O.C. E. NAILING. A CLASS \*A\* FIRE RATED ROOF. GAF SHINGLE

**ROOF PLAN**  
SCALE: 3/16" = 1'-0"

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**LAS BRISAS ELEVATOR**  
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PROJECT NUMBER:	DATE:
ORG. SUBMITTAL	DATE:
DRAWING NUMBER: <b>A5.0</b>	

- 1 STUCCO EXTERIOR OVER MEAL LATH AND (2) LAYERS OF GRADE 'D' PAPER OVER STRUCTURAL SHEATHING PER SHEAR WALL SCHEDULE. EACH LAYER TO BE INSTALLED AS INDEPENDENT SEPARATE CONTINUOUS LAYER CBC 2510.6 SHEATHING PER SHEAR WALL SCHEDULE. PROVIDE 26 GA. GSM WEEP SCREED PER DETAIL. (EXPO OR EQUAL. SEE COLOR SCHEMES FOR COLORS) TEXTURE: 16/20 SAND WITH A LIGHT LACE TEXTURE.
- 2 EXTERIOR LIGHT FIXTURE
- 3 "S" TILE ESR-1475 TO MATCH EXISTING w/ 30# BUILDING FELT OVER  $\frac{3}{4}$ " CDX PLYWOOD  $\frac{5}{8}$ " SPAN 12" O.C. F.6" O.C. E. NAILING. A CLASS "A" FIRE RATED ROOF. GAF SHINGLE



SIDE PERSPECTIVE  
SCALE: 1/4" = 1'-0"



SIDE PERSPECTIVE  
SCALE: 1/4" = 1'-0"

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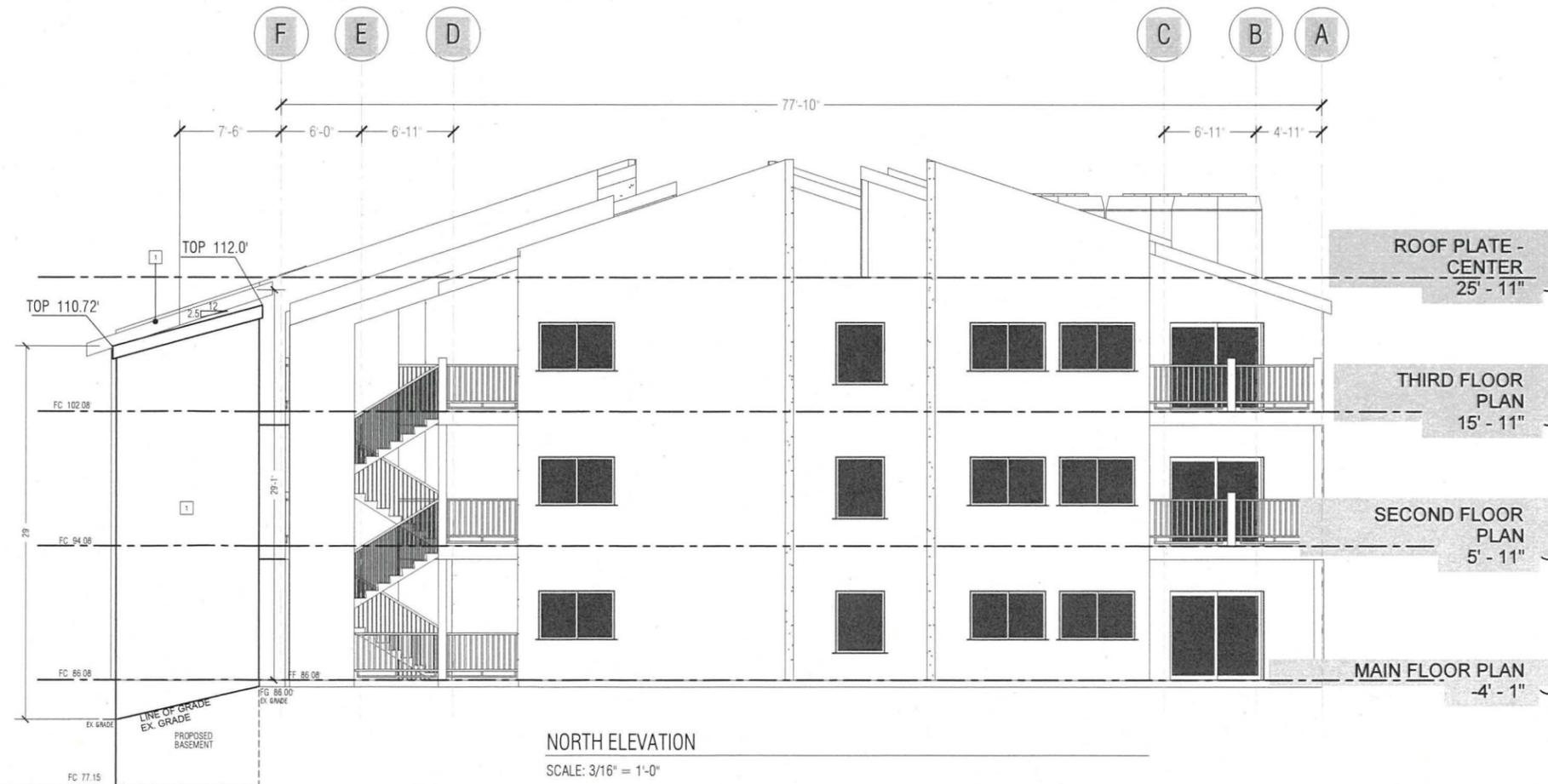
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DRAWING NUMBER: <b>A6.0</b>	



**NEW ENTRY ELEVATION**  
SCALE: 1/4" = 1'-0"

**EAST ELEVATION**  
SCALE: 3/16" = 1'-0"



**NORTH ELEVATION**  
SCALE: 3/16" = 1'-0"

- 1 STUCCO EXTERIOR OVER MEAL LATH AND (2) LAYERS OF GRADE 1" PAPER OVER STRUCTURAL SHEATHING PER SHEAR WALL SCHEDULE. EACH LAYER TO BE INSTALLED AS INDEPENDENT SEPARATE CONTINUOUS LAYER CBC 2510.6 SHEATHING PER SHEAR WALL SCHEDULE. PROVIDE 26 GA. GSM WEEP SCREED PER DETAIL. (EXPO OR EQUAL. SEE COLOR SCHEMES FOR COLORS) TEXTURE: 16/20 SAND WITH A LIGHT LACE TEXTURE.
- 2 EXTERIOR LIGHT FIXTURE
- 3 1/2" TILE ESR-1475 TO MATCH EXISTING w/ 30# BUILDING FELT OVER 3/4" CDX PLYWOOD 1/8" SPAN 12" O.C. F.6" O.C. E NAILING. A CLASS "A" FIRE RATED ROOF. GAF SHINGLE

THIRD FLOOR PLAN  
15' - 11"

SECOND FLOOR PLAN  
5' - 11"

MAIN FLOOR PLAN  
4' - 1"

ROOF PLATE - CENTER  
25' - 11"

THIRD FLOOR PLAN  
15' - 11"

SECOND FLOOR PLAN  
5' - 11"

MAIN FLOOR PLAN  
4' - 1"

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135 SOUTH SIERRA AVE. SOLANA BEACH CA. 92075

DRAWN BY: AZ	CHECKED BY: AZ
PROJECT NUMBER: DATE: ORG. SUBMITTAL	DRAWING NUMBER: <b>A7.0</b>

ALL POLE HEIGHTS "PH" ARE ESTIMATED ABOVE EXISTING GRADE/ROOF. ACTUAL POLE HEIGHT TO BE DETERMINED BY SURVEYOR AT TIME OF STAKING AND VERIFIED BY SURVEYOR AT TIME OF STORY POLE INSTALLATION.

**INSTALLATION**

Prior to erecting the story poles, the applicant and/or representative must contact the Community Development Department to discuss the story poleing process and procedures, and to review and approve the story pole plot plan prior to construction.

The story poles must be constructed as per an approved and certified story pole plan.

Story poles shall be erected of white PVC pipe in combination with wire or line to show roof lines. A similar white material may be approved by the Community Development Director and shall be requested before the poles are erected. Small pieces of brightly colored cloth or tape should be affixed to the wire or line to facilitate accurate viewing of the outline of the proposed structure. Eaves that extend beyond two feet should be shown with different colored cloth or tape.

Story poles shall be marked at every foot.

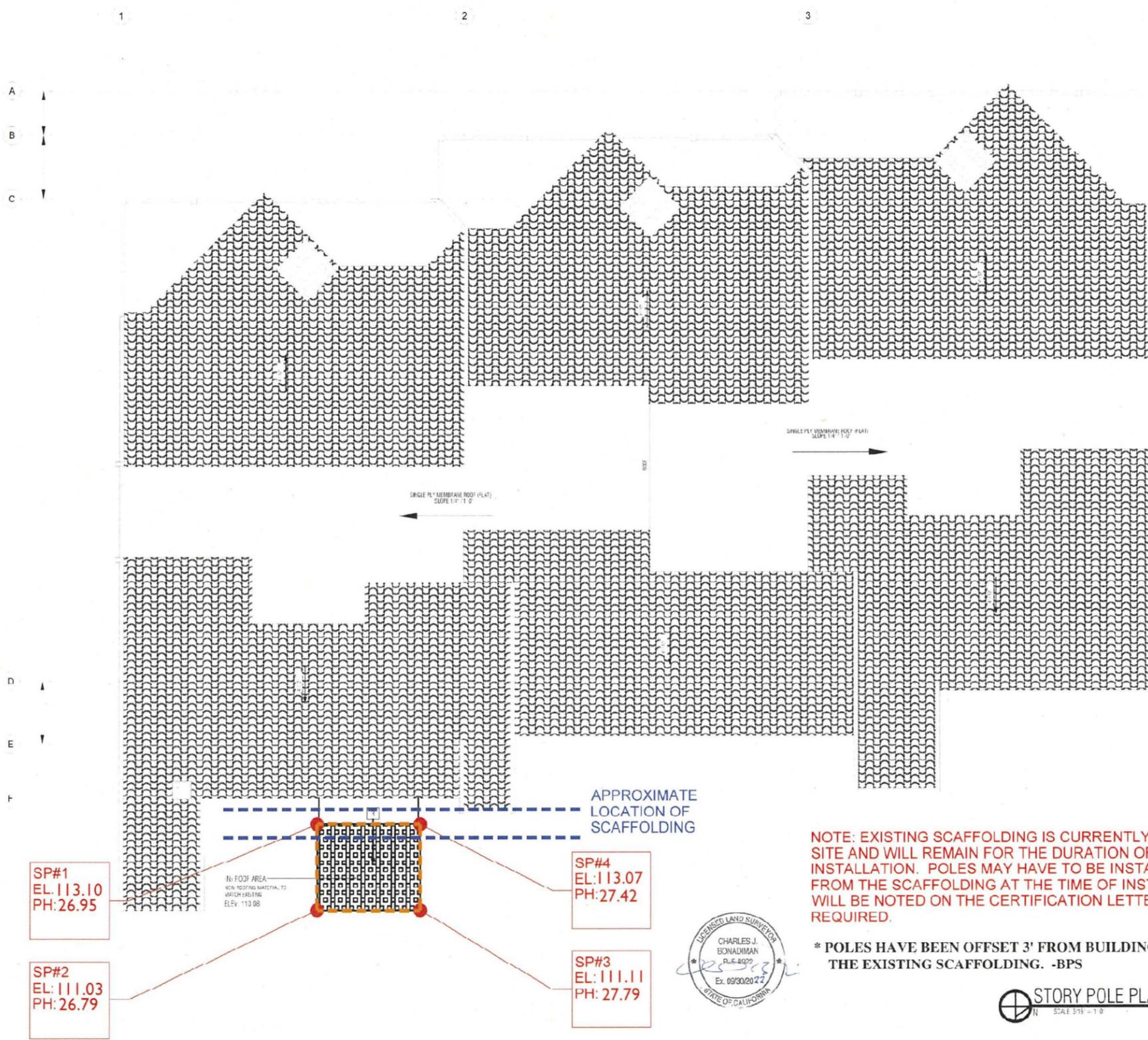
Each story pole shall be numbered and shall correspond with the numbering on the approved and certified story pole plot plan. Each number on the story pole must be a minimum size of two (2) inches by three (3) inches, must be placed one (1) foot below the top and four (4) feet above the bottom of the pole, and must remain legible throughout the entire process. The use of black vinyl self-stick numbers is highly recommended.

**CERTIFICATION/INSPECTION**

The accuracy of the structural outline established by the story poles shall be verified by a signed statement of a licensed surveyor or civil engineer on a story pole plot plan.

Prior to the View Assessment Commission's first duly noticed public hearing date, City Staff may make an on-site inspection to verify compliance with the approved story pole plan.

In the event that the required story poles are not erected according to the approved story pole plan, an application may be withdrawn from its scheduled hearing date to a subsequent meeting for that the story poles may be corrected.



LAS BRISAS ELEVATOR  
 135 SOUTH SIERRA AVE. SOLANA BEACH, CA 92075  
 A.SP  
 DATE: 09/08/2021



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** January 12, 2022  
**ORIGINATING DEPT:** City Clerk's Department  
**SUBJECT:** **Council Boards, Committees, & Commissions Mid-Term Review**

---

## **BACKGROUND:**

Members of City Council (Council) serve on a variety of outside Boards, Committees and Commissions. City Council Policy No. 2 (Attachment 1) establishes guidelines for the Council to appoint Councilmembers to share in the Council's representation on these outside agencies. The policy states that appointments will be made for two-year terms, unless otherwise stated by the Boards/Commissions/Committee, resulting in a biennial review to address expiring terms and changes in members due to an election/appointment. However, this policy does not prevent Council from making changes when necessary. Therefore, an annual report is submitted for review in alternate years to perform any desired modifications of appointments as well as to reaffirm all positions for those agencies that request annual confirmation.

This Staff Report is before Council to provide an opportunity to make any desired mid-term changes to the Council Boards, Committees & Commissions.

## **DISCUSSION:**

### *Regional Committee Terms*

Regional committee terms may be set pursuant to their respective bylaws. Council Policy No. 2 states that any change of an appointee at mid-term shall complete the existing two-year term for which they are appointed. Therefore, a mid-term change to an existing appointment will result in the appointed Councilmember completing the remainder of the term for which they have been appointed.

CITY COUNCIL ACTION:

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*Appointment Review*

City Council historically reviews appointments annually and makes changes as needed and for the following events:

<b>Events Triggering Appointment Review</b>	<b>Annually Review</b>	<b>Bi-annually Appointments</b>
Agencies requiring annual confirmation of appointees (new, re-appointed, or no changes) i.e. SANDAG	x	
Reviewing any potential conflicts, changes in Councilmember schedules, or the desire to change current appointments.	x	
Term Expirations: Regional and Council Standing Committees (2 year terms)		x
General Election: Council reorganization of leaving and/or new members.		x

*Regional Committees (Attachment 2)*

Attachment 2 contains the City Council’s Regional Agencies which are appointed by Council. With the exception of the City Selection Committee, all Regional Boards/Committees/Commissions have a two-year term. Appointments were last made to these committees in January 2021, following an election cycle; therefore, these appointments do not technically expire until January 2023, following the next election cycle. Council may review appointments to these external agencies at this time and, if necessary, modify any current appointments. The Regional chart has been modified with each organization’s updates following an annual verification process, which was completed prior to this report.

*Stipend/Compensated Appointment Positions (identified on Attachment 2)*

Certain agencies’ bylaws provide for a stipend paid for each meeting’s attendance. Appointments made by a governing body of elected or appointed members to serve as an officer of a board for additional pay requires disclosure when the nominated member participates in the vote for their own appointment. Subsequently, pursuant to Fair Political Practices Commission (FPPC) Regulation 18705.5, appointments providing additional compensation or a stipend of \$250 or more, within a 12-month period, must be disclosed on the Form 806 (Agency Report of Public Official Appointments). The City complies with the requirements of the Form 806, which is monitored, updated, and posted by the City Clerk, including making updates promptly when triggered. This procedure allows the governing body to operate with the entire body present, rather than members recusing their participation for each individual appointment, which could risk the presence of a quorum needed to complete the appointment process.

Standing Committees (Attachment 3)

Council Standing Committee appointments are two-year expiring terms, thus, new appointments, or re-appointments, are not required at this time. The current appointments were made in January 2021 and can remain unless Council desires to make changes.

All appointments must be approved by a Council majority vote.

**CEQA COMPLIANCE STATEMENT:** N/A

**FISCAL IMPACT:** N/A

**WORK PLAN:** N/A

**OPTIONS:**

- Approve Staff recommendation and review current appointments.
- Review and make any changes to existing positions.

**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council:

1. Review the Regional Boards/Commissions/Committees and make alternate appointments, if necessary.
2. Review Council Standing Committees and make alternate appointments, if necessary.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation



---

Gregory Wade, City Manager

Attachments:

1. Council Policy No. 2
2. Council Regional (*external*) Committee Chart
3. Council Standing (*internal*) Committee Chart

<b>CITY OF SOLANA BEACH</b>	<b>Policy No. 2</b>
<b>COUNCIL POLICY</b>	Date Issued: January 19, 1988 Revised: January 23, 2008 by Resolution 2008-22
<b>GENERAL SUBJECT:</b> Boards, Commissions & Committees	
<b>SPECIFIC SUBJECT:</b> Appointments of Councilmembers to Boards, Commissions and Committees	

**PURPOSE**

The purpose of this policy is to establish guidelines for appointment of Councilmembers to various Boards, Commissions and Committees.

- Council Regional Committees – not established by this Council.
- Council Standing Committees – established by the City Council.
- Council Ad Hoc Committees – established by the City Council.

**POLICY**

I. Regional Boards, Commissions or Committees (Outside Agencies)

1. The City Council shall divide appointments of the various Boards, Commissions or Committees so that all Councilmembers share in the representation on outside agencies.
2. The appointment shall be made by vote of at least three members of the City Council.
3. Appointments shall be made only at regularly scheduled Council Meetings.
4. Appointments shall generally be for a term of two years unless the regulations of the body to which the appointment is made requires a different term.
5. Appointments will be reviewed bi-annually in even numbered years to address expiring terms. This cycle is tied into the November Election cycle in consideration of Council reorganization.
6. When appointments are required at a different time than the even numbered year cycle, the appointments will follow the two year term, unless it is changed by Council reorganizations.
7. These guidelines do not prevent Council from annual reviews and changes at any other time, as determined by Council.

II. Council Standing Committees

(City sponsored committees that are ongoing and permanent in nature).

1. Council shall make appointments to Standing Committees sharing

- the responsibility among the members.
2. The appointment shall be made by vote of a majority of the City Council.
  3. Council shall make appointments to Standing Committees for a two year term.
  4. Appointments will be reviewed bi-annually in even numbered years to address expiring terms. This cycle is tied into the November Election cycle in consideration of Council reorganization.
  5. When appointments are required at a different time than the even numbered year cycle, the appointments will follow the two year term, unless it is changed by Council reorganizations.
  6. These guidelines do not prevent Council from annual reviews and changes at any other time, as determined by Council.

### III. Council Ad Hoc Committees

(City sponsored committees that are temporary and are not intended to have a permanent existence).

1. Council shall make appointments to Ad Hoc Committees sharing the responsibility among the members.
2. The appointment shall be made by vote of a majority of the City Council.
3. The term of an appointment shall be for the duration of the Ad Hoc Committee, unless Council majority changes the appointment prior to the expiration of the committee.

IV. A Councilmember may serve any number of terms.

V. If a Councilmember chooses to relinquish an appointment during a term, the alternate shall serve as the regular appointee for the remainder of the term, unless a new appointment is made by the Council majority.

VI. The City Clerk shall maintain a list of Boards, Commissions or Committees with the meeting time and locations. The City Clerk shall periodically advise the Council of vacancies on all Boards, Commission and Committees.

**Solana Beach City Council Regional Boards/Committees/Commissions/JPAs** (external agencies)

Listing only includes those positions required to be appointed by the Solana Beach City Council

	Committee	Primary Member / Alternate	Appointed	Current Term (per Policy No. 2, unless otherwise required)	Agency Term	General Regular Meeting Schedule	Meeting Location unless otherwise noticed	Committee Contact	Mailing Address	Stipend	Agency Type
1	<b>City Selection Committee</b>	<b>Heebner</b> Edson (alternate)	Jan 2021 Jan 2021	Jan 2021 - Jan 2023 Jan 2021 - Jan 2023	Annual	2nd Mon of Oct. 11:00am (or called as needed)	Held at League of California Cities Mtgs or SANDAG Mtgs	Grace Andoh grace.andoh@sdcounty.ca.gov 619-531-4870	County of San Diego 1600 Pacific Hwy, Room 402 San Diego, CA 92101	N/A	External agency
2	<b>Clean Energy Alliance (CEA)</b> Joint Powers Authority (JPA)	<b>Becker</b> Zito (alternate)	Jan 2021 Jan 2021	Jan 2021 - Jan 2023 Jan 2021 - Jan 2023	(Begins following each election cycle; replacements follow existing term) 2-Year Terms	3rd Thurs. 2:00pm	Alternating Locations: Carlsbad, Del Mar, Solana Beach	Carlsbad Del Mar Solana Beach	Carlsbad		Joint Partnership
3	<b>CSA 17</b> <b>County Service Area</b> Form 700 original signature	<b>Harless</b> Edson (alternate)	Jan 2021 Jan 2021	Jan 2021 - Jan 2023 Jan 2021 - Jan 2023		1st Tues · 4:00-6:00pm Quarterly (Feb, May, Aug, Nov)	Solana Beach City Hall	Nicole del Toro 619-455-1819 Nicole.deltoro@sdcounty.ca.gov	5510 Overland Avenue, Suit 250 San Diego, CA 92123 www.sdcounty.ca.gov/hhsa www.sandiegocountyems.com	N/A	External agency
4	<b>Escondido Creek Watershed Alliance (ECWA)</b>	<b>Becker / Staff</b>	Jan 2021	Jan 2021 - Jan 2023		No Reg. Mtg. Schedule As Needed	Varies (provided on agenda)	Teresa Chase 760-632-4641 tchase@olivenhain.com	1966 Olivenhain Road Encinitas, CA 92024 http://escondidocreek.org/	N/A	External agency
5	<b>League Ca. Cities</b> <b>Exec. Committee</b> (SD County division)	<b>Becker</b> Harless (alternate)	Jan 2021 Jan 2021	Jan 2021 - Jan 2023 Jan 2021 - Jan 2023		2nd Mon 11:30am-1:00pm	Four Points Sheraton Hotel 8110 Aero Dr. San Diego, CA	Catherine Hill 619-733-1751 chill@cacities.org	P.O. Box 82081 San Diego, CA 92138 www.californiacities.org	N/A	External agency
6	<b>League Ca. Cities</b> <b>Legislative Subcommittee</b> <i>not currently active</i>	<b>Harless</b> Becker (alternate)	Jan 2021 Jan 2021	Jan 2021 - Jan 2023 Jan 2021 - Jan 2023		when Mtg called, usually 2nd Mon · Quarterly 10:30-11:30am	Four Points Sheraton Hotel 8110 Aero Dr. San Diego, CA	Catherine Hill 619-733-1751 chill@cacities.org	P.O. Box 82081 San Diego, CA 92138 www.californiacities.org	N/A	External agency
7	<b>League of Ca. Cities</b> <b>Coastal Cities Group</b>	<b>Becker</b> Harless (alternate)	Jan 2021 Jan 2021	Jan 2021 - Jan 2023 Jan 2021 - Jan 2023		No Reg. Mtg. Schedule As Needed	By conference call	Derek Dolfie 916-658-8218 ddolfie@cacities.org Caroline Cirrincione 916-658-8250 ccirrincione@cacities.org	1400 K Street Ste. 400 Sacramento, CA 95814 www.californiacities.org www.cacities.org/Member-Engagement/Coastal-Cities-Group-(CCG)	N/A	External agency
8	<b>North County Dispatch (NCDJ)</b> <b>Joint Powers Authority (JPA)</b> Form 700 <u>online</u> filing using their e-system	<b>Harless</b> Becker (alternate)	Jan 2021 Jan 2021	Jan 2021 - Jan 2023 Jan 2021 - Jan 2023		4th Thur 10:00am Quarterly (Feb, May, Aug, Nov/Dec)	Encinitas City Hall 505 S Vulcan Ave, Encinitas, CA 92024	Larissa Patros (Acct/AdminMgr) 858-400-2811 lpatros@ncdjpa.org Gina Medina (FinAdminAsst) 858-400-2812 gmedina@ncdjpa.org Christopher Herren (Administrator) 858-400-2801 cherren@ncdjpa.org	P.O. Box 1206 Rancho Santa Fe, CA 92067-1206 www.ncdjpa.org	\$50	Joint Partnership
9	<b>North County Transit District</b> Form 700 <u>online</u> filing using their e-system	<b>Edson</b> Harless (alternate)	Jan 2021 Jan 2021	Jan 2021 - Jan 2023 Jan 2021 - Jan 2023		3rd Thurs · 2:00pm Dark in August	810 Mission Ave. Oceanside CA 92054	Anthony Flores, Clerk of Brd & Mgr of Administration 760-966-6553 aflores@nctd.org	810 Mission Ave. Oceanside, CA 92054 www.gonctd.com	\$150 / Mtg not to exceed \$750 / month	External agency
10	<b>Regional Solid Waste Assoc.</b> <b>RSWA</b> Joint Powers Authority (JPA) Form 700 <u>original</u> hard copy filing	<b>Harless</b> Zito (alternate)	Jan 2021 Jan 2021	Jan 2021 - Jan 2023 Jan 2021 - Jan 2023		1st Thursday 9:00am-10:30am Quarterly (Jan, April, July, Oct)	Fletcher Cove Community Center	James H. Eggart 714-415-1062 jeggart@wss-law.com Susan M. Morilla 714-415-1020 smorilla@wss-law.com	James H. Eggart, General Manager c/o Woodruff, Spradlin & Smart 555 Anton Boulevard, Ste. 1200 Costa Mesa, CA 92626 RSWA.org	\$150 up to a max of 3 mgs per month	Joint Partnership
11	<b>SANDAG</b> <b>Board of Directors</b> Form 700 <u>online</u> filing	<b>Heebner</b> Zito (1st alternate) Edson (2nd alternate)	Jan 2021 Jan 2021 Jan 2021	Jan 2021 - Jan 2023 Jan 2021 - Jan 2023 Jan 2021 - Jan 2023		Business (4th Fri) 9:00am-12:00pm Policy Board (2nd Fri) 10:00am-12:00pm	401 B Street, Suite 800 (7th floor Brd Rm) San Diego, CA 92101	Francesca Webb, Clerk of the Board clerkoftheboard@sandag.org 619-977-9294 401 B Street, Suite 800, San Diego, CA 92101	401 B St. Ste. 800 San Diego, CA 92101 www.sandag.org	\$150 Business \$100 Policy	External agency
12	<b>SANDAG</b> <b>Shoreline Preservation</b> <b>Working Group</b>	<b>Becker</b> Zito (alternate)	Jan 2021 Jan 2021	Jan 2021 - Jan 2023 Jan 2021 - Jan 2023		1st Thurs · 11:30am Quarterly (Mar, June, Sept, Dec)	401 B Street, Suite 800 (7th floor Brd Rm) San Diego, CA 92101	Sarah Pierce 619-699-7312 sarah.pierce@sandag.org Anna Lowe 619-595-5603 anna.lowe@sandag.org	401 B St. Ste. 800 San Diego, CA 92101 www.sandag.org	N/A	External agency
13	<b>San Dieguito River Park</b> Joint Powers Authority (JPA) (aka San Dieguito River Park) Form 700 <u>original</u> hard copy signature	<b>Harless</b> Becker (alternate)	Jan 2021 Jan 2021	Jan 2021 - Jan 2023 Jan 2021 - Jan 2023		3rd Friday 11:00am-12:30pm	County of San Diego 1600 Pacific Hwy Rm 302/303 San Diego, CA 92101	Christal Ames 858-674-2270 x10 christal@sdrp.org	18372 Sycamore Creek Rd. Escondido, CA 92025 www.sdrp.org	N/A	Joint Partnership
14	<b>San Elijo JPA (SEJPA)</b> <b>Joint Powers Authority (JPA)</b> Form 700 <u>online</u> https://www.southtechhosting.com/SanDiegoCounty/eDisclosure	<b>Zito</b> <b>Becker</b> City Manager (alternate)	Jan 2021 Jan 2021 Jan 2021	Jan 2021 - Jan 2023 Jan 2021 - Jan 2023 By Laws		3rd Tuesday · 8:30am	2695 Manchester Ave. Cardiff by the Sea / Encinitas	Mike Thornton 760-753-6203 thornton@sejpa.org	P.O. Box 1077 Cardiff by the Sea, CA 92007 www.sejpa.org	\$160	Joint Partnership
15	<b>22nd District Agricultural Association</b> <b>Community Relations</b>	<b>Edson</b> <b>Heebner</b>	Jan 2021 Jan 2021	Jan 2021 - Jan 2023 Jan 2021 - Jan 2023		2nd Tues · 10:30pm Unless otherwise scheduled. Held on the same day as the 22nd DAA Brd Mtg. If no 22nd DAA mtg, then no CRC meeting	Del Mar Fairgrounds Admin. Conf. Rm (2nd floor) Jimmy Durante Blvd. Del Mar, CA	Donna O'Leary 858-792-4490 doleary@sdfair.com	22nd Agricultural Association District 2260 Jimmy Durante Blvd. Del Mar, CA 92014 www.delmarfairgrounds.com	N/A	External agency

Stipends are per meeting unless noted. If "alternate" is not indicated, both councilmembers will serve as equal "primary" members. // Form 700 online filings refers to that agency's electronic online filing system.

Updated 01-04-22 Maintained by City Clerk's Office

**COUNCIL COMMITTEES** (Councilmembers Appointed to Solana Beach Council Committees and Citizen Commission)

**COMMITTEES - 2 year terms / On-Going Committees (Brown Act Compliant)**

**SUBJECT TO  
the "Brown Act "**

Standing Committee		Primary Members	Appointed Date	Mtg Date/Time	Location	Contact	Established Date
1	<b>Business Liaison</b> The purpose of the Business Liaison Committee is to coordinate and communicate with the Chamber of Commerce, Cedros Merchants Associations, and Village walk (Highway 101) Association on City/Business issues.	<b>Zito Edson</b>	Jan 2021 - 2023 Jan 2021 - 2023	Regular Schedule Quarterly 3rd Mon 5:00pm (Jan, Apr, July, Oct)	Solana Beach City Hall	City Mgr	Reso 2005-146 10-26-2005
2	<b>Fire Department Management Governance &amp; Organizational Evaluation</b> This committee explores and evaluates potential fire department governance and organizational structural opportunities, possibly with other participating entities involved in the Agreement for Cooperative (Fire) Management Services.	<b>Harless Edson</b>	Jan 2021 - 2023 Jan 2021 - 2023	As Needed	Encinitas or TBD	City Mgr	Reso 2017-012 1-25-17
3	<b>Highway 101/Cedros Avenue Development Committee</b> This committee shall coordinate and communicate with the Highway 101 Village Walk Association regarding funding mechanisms to revitalize the Highway 101 corridor, address landscape issues in these areas, and review general business development.	<b>Edson Heebner</b>	Jan 2021 - 2023 Jan 2021 - 2023	As Needed	Solana Beach City Hall	City Mgr	Reso 2007-059 05-23-2007
4	<b>Parks and Recreation</b> This committee acts as a liaison to the Parks & Recreation Citizen Commission to discuss issues that will come before Council, consider work plan task, consideration of impact fees, long and short term objectives, and use of the Parks and Recreation reserve account.	<b>Zito Harless</b>	Jan 2021 - 2023 Jan 2021 - 2023	As Needed	Solana Beach City Hall	City Mgr	Reso 2011-023 02-09-2011
5	<b>Public Arts</b> This committee acts as a liaison to the Public Arts Citizen Commission to consider work plan tasks associated with public arts such as the Public Art Master Plan, Temporary Art Installations, Art Gallery, and other public arts projects that will come before Council.	<b>Edson Heebner</b>	Jan 2021 - 2023 Jan 2021 - 2023	As Needed	Solana Beach City Hall	City Mgr	Reso 2005-146 10-26-2005
6	<b>School Relations</b> This committee shall handle relations with San Dieguito Union High School District, Solana Beach School District and Solana Beach and private schools located within the Solana Beach boundaries.	<b>Becker Harless</b>	Jan 2021 - 2023 Jan 2021 - 2023	Regular Schedule Quarterly 1st Thurs 7:30 am (Mar, June, Sept, Dec)	Solana Beach City Hall	City Mgr	Reso 2007-011 01-10-2007
7	<b>Solana Beach - Del Mar Relations</b> To discuss and address items of mutual interest of each City.	<b>Heebner Edson</b>	Jan 2021 - 2023 Jan 2021 - 2023	As Needed	TBD	City Mgr	Reso 2017-148 9-27-2017
Citizen Commission(s) Councilmember(s) Appointed To/Serving On Citizen Commissions		Members	Appointed Date	Mtg Date/Time	Location	Contact	Established Date
1	<b>Climate Action Commission</b> This committee shall assist in developing a Climate Action Plan, including updating the City's Greenhouse Emissions Inventory, setting reduction targets, implementing mitigation measures and performing periodic monitoring, verification and evaluations.	<b>Zito (primary) Becker (alternate)</b>	Jan 2021 - 2023 Jan 2021 - 2023	Regular Schedule Monthly 3rd Wed. 5:30pm	Solana Beach City Hall	City Mgr	Reso 2015-127 11-04-2015

**SUBJECT TO the "Brown Act"**

\* Not required to establish a regular mtg schedule.  
\* If a regular mtg schedule is established, formally adopted, agendas must be posted 72 hrs prior to the regular meeting.  
\* Otherwise, non-regular mtgs shall meet required noticing for special meetings (24 hrs. prior to meeting)  
\* All Standing Committee Mtgs are Open to the Public



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** January 12, 2021  
**ORIGINATING DEPT:** City Attorney's Office  
**SUBJECT:** **Second Public Hearing - Redistricting Process**

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## **BACKGROUND:**

On April 11, 2018 the Council adopted Resolution 2018-042 declaring the City of Solana Beach's intent to change the way the Council members are elected, transitioning from an at-large Council Member election system to a district-based Councilmember election system with a directly elected Office of Mayor. On July 18, 2018 the Council adopted Ordinance 488 implementing district-based elections for Council members. The districts were drawn based on the 2010 Census data, the most recent available. The 2018 plan was used in City Council elections in 2020.

Following every federal decennial census, local governments are required to engage in a formal redistricting process as prescribed by the California Elections Code. Elec. Code § 21601 et seq. The California Legislature passed a new law in 2019, amended in 2020 and 2021, called the FAIR MAPS Act which specifies the procedures and mandatory, prioritized criteria under redistricting must occur.

City has engaged assistance from Special Counsel Marguerite Leoni of Nielsen Merksamer Parrinello Gross & Leoni LLP and Demographers Douglas Johnson/Shannon Kelly from National Demographics Corporation to assist with the redistricting process.

The City conducted the initial/first public hearing on December 15, 2021.

The item is before the City Council to conduct the second of the required public hearings under the law after the publication of the draft maps.

COUNCIL ACTION:

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## **DISCUSSION:**

### **Mandatory Redistricting Criteria**

California Elections Code section 21601 requires the City Council to adopt district boundaries using the following criteria, in the following order of priority:

1. Council districts shall be substantially equal in population based on total population of residents of the city as determined by the most recent federal decennial census with adjustments required by state law pertaining to incarcerated persons. (Changes to state law now require that the California Statewide Database perform certain “adjustments” to the data to reassign incarcerated residents back to their last known place of residence, rather than where they are incarcerated.)
2. Council districts must comply with the United States Constitution the California Constitution, and the federal Voting Rights Act of 1965.
3. To the extent practicable, council districts shall be geographically contiguous.
4. To the extent practicable, the geographic integrity of any local neighborhood or local community of interest shall be respected in a manner that minimizes its division. (A “community of interest” is a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation. Communities of interest do not include relationships with political parties, incumbents, or political candidates.)
5. District boundaries must be easily identifiable and understandable by residents. To the extent practicable, districts shall be defined by natural and artificial barriers, by streets or by the boundaries of the city.
6. To the extent practicable, boundaries must be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations.
7. The Council shall not adopt District boundaries for the purpose of favoring or discrimination against a political party.

State law does not expressly prohibit other good government considerations for redistricting, such as avoiding to the extent possible the deferral of the exercise of the right to vote because of rearrangement of district boundaries, or a minimal change approach provided all statutory criteria are met.

### **Minimum Process: Public Hearing**

Before adopting the revised district boundaries, the Council must conduct at least four public hearings:

- One before draft maps are released. (The first public hearing was conducted on December 15, 2021)
- Two after draft maps are published.
- At discretion when to hold a fourth public hearing but it must be presided over by the City Council.

One of the four public hearings must be conducted on a weekend or on a weekday evening after 6 p.m. (a regular council meeting would fulfill this requirement).

The City has established the following schedule of public hearings for the redistricting process, all presided over by the council (note that the City Council conducted an extensive process of public hearings/ meetings just three years ago in connection with the establishment of its Council districts). The public hearings dates after publication of the draft maps are as follows:

Wednesday, January 12, 2022 at 6 p.m.  
Wednesday, January 26, 2022 at 6 p.m.  
Wednesday, February 23, 2022 at 6 p.m.

This evening's public hearing is the second of the four required. At the discretion of the Council, additional public hearings/workshops may be scheduled. These additional hearings/workshops may be conducted by staff or the City's consultant.

### **Mandatory Public Outreach**

The Elections Code provisions applicable to the redistricting process require the City to take steps to encourage residents, including those in underrepresented communities and non-English speaking communities, to participate in the redistricting public review process. Elec. Code § 21608(a). These steps include:

- Informing local media outlets, including those who serve language minority communities.
- Informing the public through civic engagement or community groups that are active within the city, including those active in language minority communities.
- Arranging for live translation of a public hearing in an applicable language if a request for translation is made.
- Publishing the date, time, and location for any public hearing or workshop on the internet at least five days before the hearing or workshop.
- For each draft map prepared by the city, publishing information on the total population, citizen voting age population, and racial and ethnic characteristics of the citizen voting age population of each proposed council district.
- Publishing a draft redistricting map online, including population information, for at least seven days before Council's final adoption.
- Receiving public testimony or draft boundary maps in writing and electronically.
- Publishing in required languages procedures for a member of the public to testify during a public hearing or to submit written testimony directly to the City Council.
- Publishing a calendar of all public hearing dates.
- Providing a recording or written summary of all public comments and council deliberations at each public hearing online.
- Maintaining a website dedicated to redistricting for at least 10-years post adoption.

Staff has complied with all these requirements to date.

The public participation map drafting kits and submitted draft maps are available online at: [Draft Mapping Kits](#)

**Deadline for Completion of Redistricting Process**

The statutory deadline for the Council to complete the redistricting process is April 17, 2022, but earlier completion is advised, to ensure that the County Registrar is provided sufficient time to implement the new boundaries considering the statewide and countywide redistricting currently underway in numerous jurisdictions, all with deadlines considering June and/or November 2022 elections. After the deadline, the redistricting must be referred to the superior court for completion.

**CEQA COMPLIANCE STATEMENT:**

Not a project as defined under CEQA.

**FISCAL IMPACT:**

The City engaged the services of National Demographics Corporation to facilitate the redistricting process. The base price for the professional demographic services is \$12,500. The total cost is dependent on the level of service requested by the City which may include meeting attendance, public participation mapping kit, etc.

**OPTIONS:**

- Provide instructions to demographic consultant regarding draft redistricting maps including number of drafts and any additional considerations after compliance with statutory mandatory criteria

**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council:

1. Receive Staff Report.
2. Conduct second public hearing.
3. Review submitted draft maps; and/or
4. Provide instructions to demographic consultant.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.



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Gregory Wade, City Manager