



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

AGENDA

Joint SPECIAL Meeting

Wednesday, December 10, 2025 * 6:00 p.m.

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

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

PUBLIC MEETING ACCESS

The Regular Meetings of the City Council are held at 6:00pm on Wednesdays and are broadcast live. Please check the City's website for the meeting schedule or any special meetings. 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.

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.

AGENDA MATERIALS

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

PUBLIC COMMENTS

Written correspondence (supplemental items) regarding an agenda item at an open session meeting should be submitted to the City Clerk's Office at clerkoffice@cosb.org with a) Subject line to include the meeting date b) Include the Agenda Item # as listed on the Agenda.

- Correspondence received after the official posting of the agenda, but two hours 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.

And/Or

Verbal Comment Participation:

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

Public speakers have 3 minutes each to speak on each topic. Time may be donated by another individual who is present at the meeting to allow an individual up to 6 minutes to speak. Group: Time may be donated by two individuals who are present at the meeting allowing an individual up to 10 minutes to speak. Group Hearings: For public hearings only, time may be donated by two individuals who are present at the meeting allowing an individual up to 15 minutes to speak.

COUNCIL DISCLOSURE

Pursuant to the Levine Act (Gov't Code Section 84308), any party to a permit, license, contract (other than competitively bid, labor or personal employment contracts) or other entitlement before the Council is required to disclose on the record any contribution, including aggregated contributions, of more than \$250 made by the party or the party's agents within the preceding 12 months to any Council Member. Participants and agents are requested to make this disclosure as well. The disclosure must include the name of the party or participant and any other person making the contribution, the name of the recipient, the amount of the contribution, and the date the contribution was made.

SPECIAL ASSISTANCE NEEDED

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

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

CITY COUNCILMEMBERS

Lesa Heebner
Mayor

Kristi Becker
Deputy Mayor / Councilmember District 2

Jill MacDonald
Councilmember District 4

David A. Zito
Councilmember District 1

Jewel Edson
Councilmember District 3

Alyssa Muto
City Manager

Johanna Canlas
City Attorney

Angela Ivey
City Clerk

SPEAKERS:

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

READING OF ORDINANCES AND RESOLUTIONS:

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

CALL TO ORDER AND ROLL CALL:

CLOSED SESSION REPORT:

FLAG SALUTE:

APPROVAL OF AGENDA:

PROCLAMATIONS/CERTIFICATES: *Ceremonial*

- First Responder's Acknowledgment
- Dan Goldberg, City Engineer, Retirement Recognition

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

- Clean Energy Alliance (CEA)
- 5th & 6th Grade Solana Santa Fe Elementary

ORAL COMMUNICATIONS:

Comments relating to items on this evening's agenda are taken at the time the items are heard. This portion of the agenda provides an opportunity for members of the public to address the City Council on items relating to City business and not appearing on today's agenda by submitting a speaker slip (located on the back table) to the City Clerk. Pursuant to the Brown Act, no action shall be taken by the City Council on public comment items. Council may refer items to the City Manager for placement on a future agenda. The maximum time allotted for each presentation is THREE MINUTES. No donations of time are permitted (SBMC 2.04.190). Please be aware of the timer light on the Council Dais.

CITY COUNCIL COMMUNITY ANNOUNCEMENTS - COMMENTARY:

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

CITY MANAGER / CITY ATTORNEY REPORTS:

An opportunity for the City Manager and City Attorney to make brief announcements or report on various activities. These items are not agendized for official City business with no action or substantive discussion.

C. STAFF REPORTS:

Submit speaker slips to the City Clerk.

All speakers should refer to the public comment section at the beginning of the agenda for time allotments. Please be aware of the timer light on the Council Dais.

C.1. Annual Deputy Mayor Appointment. (File 0410-85)

Recommendation: That the City Council

1. Designate the appointment of the Deputy Mayor for the December 2025-2026 term, to serve from December 10, 2025, through the first December 2026 meeting, subject to approval by majority vote.

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

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

C.2. Opposition of New Offshore Oil and Gas Drilling. (File 0480-60)

Recommendation: That the City Council

1. Approve **Resolution 2025-129** opposing any new offshore oil drilling and to support any legislation that opposes offshore drilling and/or this proposed plan by the federal administration.
2. Add to the City's Legislative Policy, under Section 3, Environmental Sustainability and Energy, Policy Actions, to include "Oppose policies or legislation that promote any new offshore oil drilling and support any legislation that opposes offshore drilling.

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

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

C.3. Heat Pump Water Heater Rebate Program. (File 0220-30)

Recommendation: That the City Council

1. Adopt **Resolution 2025-126** authorizing \$25,000 of the Climate Action Plan Implementation budget to fund a Pilot 2026 Heat Pump Water Heater Rebate Program.

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

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

C.4. Interim Fire Chief Appointment and Employment Agreement. (File 0500-10) – added 12-08-25

Recommendation: That the City Council

1. Adopt **Resolution 2025-130** appointing Colin Stowell as the Interim Fire Chief and authorizing the City Manager to execute an employment agreement with Mr. Stowell with an hourly rate of \$122.00 and limited to working 960 hours per fiscal year.

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

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

A. CONSENT CALENDAR: (Action Items)

Items listed on the Consent Calendar are to be acted in a single action of the City Council unless pulled for discussion. Any member of the public may address the City Council on an item of concern by submitting to the City Clerk a speaker slip (located on the back table) before the Consent Calendar is addressed. Those items removed from the Consent Calendar by a member of the Council will be trailed to the end of the agenda, while Consent Calendar items removed by the public will be heard immediately after approval of the Consent Calendar to hear the public speaker.

All speakers should refer to the public comment section at the beginning of the agenda for details. Please be aware of the timer light on the Council Dais.

A.1. Minutes of the City Council.

Recommendation: That the City Council

1. Approve the Minutes of the City Council meetings held on November 05, 2025.

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

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

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

Recommendation: That the City Council

1. Ratify the list of demands for November 01, 2025 – November 14, 2025.

[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. 2026 City Council Meeting Schedule. (File 0410-05)

Recommendation: That the City Council

1. Adopt **Resolution 2025-116** establishing the 2026 City Council Regular Meeting schedule.

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

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

A.4. Council Boards, Committees, and Commissions Appointments. (File 0410-05)

Recommendation: That the City Council

1. Review the current Regional Boards, Commissions, and Committees appointments at mid-term and, if needed, make changes to fulfill the two-year terms ending January 2027.
2. Review the Council Standing Committees and make only those changes necessary to ensure the two-year terms ending January 2027 are fulfilled.

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

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

A.5. Streetlight Maintenance and Repairs. (File 0820-60)

Recommendation: That the City Council

1. Adopt **Resolution 2025-122**:

- a. Authorizing the City Manager to execute an amendment to the Professional Services Agreement with Yunex, LLC, for Streetlight As-Needed Services for Fiscal Year 2025/26 only, increasing the contract by \$37,445 for a total not-to-exceed amount of \$103,245 for Fiscal Year 2025/26 only.
- b. Authorizing the City Treasurer to amend the FY 2025-2026 Adopted Budget accordingly, by increasing the Streetlight Professional Services Budget Account by \$37,445.

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

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

A.6. Recognized Obligation Payment Schedule (ROPS). (File 0115-30)

Recommendation: That the City Council

1. Receive the Successor Agency's enforceable obligations payment information and administrative budget for the period July 1, 2026 to June 30, 2027.
2. Adopt **Resolution SA-035** approving the SA Administrative Budget for July 1, 2026 to June 30, 2027.
3. Adopt **Resolution SA-036** approving the ROPS 26-27 for July 1, 2026 to June 30, 2027.

[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. Wireless Communications Facilities Plan Review and Inspection Services.
(File 0610-10)

Recommendation: That the City Council

1. Adopt **Resolution 2025-125** authorizing the City Manager to execute a Professional Services Agreement with PermiTech Solutions Corporation.

[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. 2025 Sewer and Storm Drain Lining Project. (File 1040-26)

Recommendation: That the City Council

1. Adopt **Resolution 2025-127** approving an increase of \$48,550 to the contractor's base contract amount, for a revised total contract amount of \$599,336, to be funded from the FY 2025-26 Sanitary Sewer Pipeline Rehabilitation budget.

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

A.9. Professional Sales Tax Analysis Services. (File 0390-70)

Recommendation: That the City Council

1. Adopt **Resolution 2025-128**:

- a. Authorizing the City Manager to execute an amendment to the Professional Services Agreement with Hinderliter de Llamas & Associates., for professional sales tax analysis & auditing services, increasing the contract by \$25,000 for a total not-to-exceed amount of \$74,999 for Fiscal Years 2024/25 & 2025/26.
- b. Authorizing the City Treasurer to amend the Fiscal Year 2025/26 budget accordingly.

[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.

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

B. PUBLIC HEARINGS:

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

B.1. Public Hearing: User Fee Schedule CPI (Consumer Price Index) Update. (File 0390-23)

Recommendation: 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. Adopt **Resolution 2025-120** updating the 2026 Fee Schedule.

[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: Introduce (1st Reading) Ordinance 533 - Outdoor Dining and Other Zoning Code Updates. (File 0610-10)

Recommendation: That the City Council

1. Introduce **Ordinance 533** (1st Reading) amending Title of the Solana Beach Municipal Code regarding outdoor dining and other zoning code updates.

[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.

LEGISLATIVE POLICY AND CORRESPONDENCE:

WORK PLAN COMMENTS: *Adopted June 18, 2025*

Comments not already mentioned in prior agenda items.

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

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

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

CITIZEN COMMISSION(S)

- a. Climate & Resiliency Commission – Zito, Becker

ADJOURN:

Next Regularly Scheduled Meeting is January 14, 2026
Always refer to the City's website for an updated schedule or contact City Hall.
www.cityofsolanabeach.org 858-720-2400

AFFIDAVIT OF POSTING

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

I, Angela Ivey, City Clerk of the City of Solana Beach, do hereby certify that this Agenda for the December 10, 2025 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 December 04, 2025 at 4:30 p.m. on the City Bulletin Board at the entrance to the City Council Chambers. Said meeting is held at 6:00 p.m., December 10, 2025, in the Council Chambers, at City Hall, 635 S. Highway 101, Solana Beach, California.

Angela Ivey, City Clerk
City of Solana Beach, CA

UPCOMING CITIZEN CITY COMMISSION AND COMMITTEE MEETINGS:

Regularly Scheduled, or Special Meetings that have been announced, 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 & Resiliency Commission**
- **Parks & Recreation Commission**
- **Public Arts Commission**
- **View Assessment Commission**



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: December 10, 2025
ORIGINATING DEPT: City Clerk's Department
SUBJECT: **Annual Deputy Mayor Appointment**

BACKGROUND:

On July 10, 2018, the City Council adopted Ordinance 488 establishing a By-District Election Process in four Council Districts and an Elective Office of Mayor. Thus, an annual appointment of Deputy Mayor is needed to fill the Deputy Mayor's position. Resolution 2023-057 (Attachment 1) provides a guide for rotation of the Deputy Mayor. It states that the City Council shall appoint a Deputy Mayor on an annual basis at the first City Council meeting in December. The Deputy Mayor shall be selected by the affirmative vote of not less than three members of the City Council. On December 11, 2024, Councilmember Kristi Becker was appointed Deputy Mayor for the term of December 11, 2024, through the 2025 December Council Meeting.

This item is before Council to appoint a Deputy Mayor for the term of December 10, 2025, through December 9, 2026, or any other December Council meeting.

DISCUSSION:

Pursuant to Resolution 2023-057, the Council shall proceed with the nomination and appointment of the December 2025 – December 2026 Deputy Mayor. This is a summary of Resolution 2023-057 which provides some general guidelines for making an appointment of the Deputy Mayor:

- Each Councilmember has a specified position in the rotation sequence based on their electoral district. These districts are seated in the following sequence: District 1, District 3, District 2, District 4. Districts 1 and 3 are elected at the same election, whereas Districts 2 and 4 are elected at the next election. In any given year, the first person seated after the Mayor is typically selected as Deputy Mayor, subject to a majority vote.
 - In non-election years, the presiding Deputy Mayor typically moves to the end of the rotation sequence on the dais and the remaining three councilmembers move forward in their current order.

CITY COUNCIL ACTION:

- In election years, the newly elected, re-elected, or appointed Councilmembers are seated at the end of the dais in the sequence as stated above.
 - After the Council has been seated, the City Council will proceed with appointing a Deputy Mayor.
- A Councilmember may decline to serve as Deputy Mayor. In this case, the office would pass to the next Councilmember in the dais seating sequence, pursuant to a majority vote.
 - If a member accepts a shared term of at least six months as Deputy Mayor, that term shall be deemed a full term as Deputy Mayor.
 - If a Deputy Mayor is not able to complete their term as Deputy Mayor, and a member is called upon to fill in for the remainder of the term and serves longer than six months, this Deputy Mayor may not be considered to have served a full term. The member called upon under such a situation may be allowed to continue serving as Deputy Mayor for the next full term, subject to a majority vote.
 - The Council may choose to appoint a person to the position of Deputy Mayor based on factors other than those set forth in the resolution.
 - To the extent possible, each Councilmember shall be given the opportunity to serve as Deputy Mayor.

CEQA COMPLIANCE STATEMENT: N/A

FISCAL IMPACT: N/A

WORK PLAN: N/A

OPTIONS:

- Designate the appointment of a new Deputy Mayor.
- Provide alternative direction.

CITY STAFF RECOMMENDATION:

Staff recommends that the City Council:

1. Designate the appointment of the Deputy Mayor for the December 2025–2026 term, to serve from December 10, 2025, through the first December 2026 meeting, subject to approval by majority vote.



Alyssa Muto, City Manager

Attachment:

1. Resolution 2023-057 - Guidelines regarding the Annual Appointment of the Deputy Mayor.

RESOLUTION 2023-057

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, ESTABLISHING GUIDELINES REGARDING APPOINTMENT OF THE DEPUTY MAYOR

WHEREAS, the City Council is authorized and directed by Government Code Section 36801 to meet after a general municipal election and choose one of its members as Deputy Mayor; and

WHEREAS, the City of Solana Beach has historically made an appointment of Deputy Mayor on an annual basis; and

WHEREAS, the City of Solana Beach refers to the Mayor Pro Tempore as the Deputy Mayor; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Solana Beach to establish guidelines regarding the appointment of the Deputy Mayor; and

WHEREAS, starting in November 2020, the election of District 1 and District 3 took place, and in November 2022 District 2 and District 4 were elected. The seating at the dais is in the following order: District 1, District 3, District 2, and District 4; and

WHEREAS, the Deputy Mayor is appointed by the City Council for a one-year term at a December City Council meeting. In an election year, it will occur at a meeting following the declaration of the election results for a general municipal election. (Gov. Code§ 36801.); and

WHEREAS, to be eligible for appointment as Deputy Mayor, a Councilmember ideally would have completed at least one year of his or her current term on the Council. Experience as a Councilmember will assist those who are selected to serve as Deputy Mayor, and that it is in the City's best interest that these selections be made in a manner that acclimates the Deputy Mayor to the roll and task prior to assuming the respective office; and

WHEREAS, the City Council wishes to amend the selection process of the Deputy Mayor as was adopted per Resolution 1996-17, since an elected Mayor would no longer be included, as well as to consider the electoral districts.

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

1. The mayor pro tempore shall be referred to as the Deputy Mayor.

2. The City Council shall appoint a Deputy Mayor on an annual basis.
3. The Deputy Mayor shall be selected by a majority vote of the City Council, or not less than three members of the City Council.
4. In the absence of the Mayor, the Deputy Mayor shall serve and perform the functions of the Mayor. If both the Mayor and Deputy Mayor are absent from a City Council meeting, the Councilmembers present shall select a Councilmember from those present to perform the functions of Mayor at that meeting.
5. Selection of the Deputy Mayor:
 - a. Each Councilmember has a specified position in the rotation sequence based on their electoral district. These districts are seated in the following sequence: District 1, District 3, District 2, District 4. Districts 1 and 3 are elected at the same election, whereas Districts 2 and 4 are elected at the next election. In any given year, the first person seated after the Mayor is typically selected as Deputy Mayor, subject to a majority vote.
 - i. In non-election years, the presiding Deputy Mayor typically moves to the end of the rotation sequence on the dais and the remaining three Councilmembers move forward in their current order.
 - ii. In election years, the newly elected, re-elected, or appointed Councilmembers are seated at the end of the dais in the sequence as stated above.
 - iii. After the Council has been seated, the City Council will proceed with appointing a Deputy Mayor.
 - b. If an appointment is made to fill a mid-term vacancy, the newly appointed Councilmember will be seated in the vacant seat. If that vacancy was the current Deputy Mayor, the Council may determine the experience of the appointed member or move this position to the end of the dais.
 - c. A Councilmember may decline to serve as Deputy Mayor. In this case, the office would pass to the next Councilmember in the dais seating sequence, pursuant to a majority vote.
 - d. If a member accepts a shared term of at least six months as Deputy Mayor, that term shall be deemed a full term as Deputy Mayor.
 - e. If a Deputy Mayor is not able to complete their term as Deputy Mayor, and a member is called upon to fill in for the remainder of the term and serves longer than six months, this Deputy Mayor may not be considered to have served a full term. The member called upon under such a situation may be allowed to continue serving as Deputy Mayor for the next full term, subject to a majority vote.
 - f. The Council may choose to appoint a person to the position of Deputy Mayor based on factors other than those set forth in this resolution.
6. To the extent possible, each Councilmember shall be given the opportunity to serve as Deputy Mayor.

7. This resolution shall supersede all prior resolutions concerning this matter.

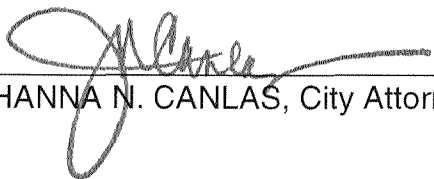
PASSED AND ADOPTED this 10th day of May 2023, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers – Heebner, Zito, Edson, Becker, MacDonald
NOES: Councilmembers – None
ABSTAIN: Councilmembers – None
ABSENT: Councilmembers – None



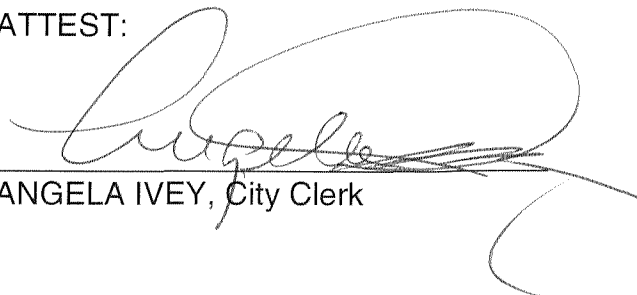
LESA HEEBNER, Mayor

APPROVED AS TO FORM:



JOHANNA N. CANLAS, City Attorney

ATTEST:



ANGELA IVEY, City Clerk



RESOLUTION CERTIFICATION

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF SOLANA BEACH } SS.

I, ANGELA IVEY, City Clerk of the City of Solana Beach, California, **DO HEREBY CERTIFY** that the foregoing is a full, true and correct copy of **Resolution 2023-057** *establishing guidelines regarding appointment of the Deputy Mayor* as duly passed and adopted at a Regular Solana Beach City Council meeting held on the 10th day of May, 2023 and is the original on file in the City Clerk's Office.


ANGELA IVEY, CITY CLERK

CERTIFICATION DATE: May 17, 2023



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: December 10, 2025
ORIGINATING DEPT: City Manager's Department - Dion Akers, Government Affairs Manager
SUBJECT: **Resolution 2025-129 – Council Consideration of Opposition of New Offshore Oil and Gas Drilling**

BACKGROUND:

On November 20, 2025, the Trump Administration released a draft five-year offshore leasing plan, which proposes opening federal waters off the entire state of California to oil leasing. The plan proposes new offshore lease sales in California between 2027 and 2030. The plan also opens a portion of the eastern Gulf of Mexico and areas off Alaska to offshore oil leases.

The National Outer Continental Shelf Oil and Gas Leasing Program, also known as the Five-Year Plan, determines where the federal government will sell leases for offshore drilling from 2026-2031. No new leases have been issued in federal waters off California since 1984. California banned drilling in state waters three decades ago and has a long, bipartisan history opposing expanded offshore drilling.

The plan would propose 34 potential lease sales across 21 of the 27 Outer Continental Shelf (OCS) planning areas, covering approximately 1.27 billion acres. Of those areas, one would be off of Northern California, two off Central California, and three off of Southern California.

California officials have argued that expanding offshore oil production would most likely require the construction of expensive new platforms and onshore support equipment whose presence could harm the state's multibillion-dollar coastal economy, including tourism, fishing and the marine ecosystem. Disasters such as the 1969 Santa Barbara oil spill, the 1989 Exxon Valdez oil spill in Alaska and the 2010 Deepwater Horizon oil spill in the Gulf of Mexico have demonstrated the immense environmental and economic concerns with offshore oil drilling. California's coastal economy produces approximately

CITY COUNCIL ACTION:

\$41.9 billion in gross domestic product each year and employs almost half a million people in the state.

This item is before the City Council to consider approving Resolution 2025-129 (Attachment 1) opposing any new offshore oil and gas drilling and to support any legislation that opposes this proposed plan by the federal administration.

DISCUSSION:

In 1994, the California state Legislature passed the California Coastal Sanctuary Act, which prohibited new oil and gas leases in the state's coastal waters (3 miles out from the shoreline), with some exceptions. In 2016, Governor Brown pushed for a permanent ban on new offshore drilling off the state's coast, both because of concerns over potential oil spills and reluctance to expand the world's reliance on fossil fuels in the face of climate change.

In 2018, the first Trump Administration released an updated National Outer Continental Shelf Oil and Gas Leasing Program, also known as the Five-Year Plan, which would have opened 90% of the nation's offshore oil and natural gas reserves for exploration by global energy companies. The Trump administration's initial 2018 plan to open new areas for oil drilling leases off the California coast did not go into effect due to a combination of political opposition, state-level resistance, and subsequent administrative changes. No new federal leases were issued as part of that specific plan. On January 24, 2018, the City of Solana Beach (City or Solana Beach) officially opposed the 2018 plan.

On November 20, 2025, the 11th National Outer Continental Shelf Oil and Gas Leasing Program for 2026-2031 was released, which proposes opening federal waters off the entire state of California to oil leasing. As part of the prescribed approval process, the current public comment period for the draft plan is open and will end on January 23, 2026. This 60-day comment period is for the second step of the five-step program development process.

Since the early stages of developing the latest draft and through the release of the draft plan for public comment, numerous organizations, non-profits, municipalities, state and local legislators, and federal officials have opposed the draft plan or authored bills to further prohibit the development of offshore drilling. Locally, this includes organizations such as the Surfrider Foundation, WildCoast, and Oceana USA. Across the country, public opposition is widespread, with over 390 municipalities nationwide, including more than 90 on the Pacific coast, having formally opposed new offshore drilling activities.

Prominent California elected officials have also opposed offshore drilling and the draft plan, including Governor Gavin Newsom, Attorney General Rob Bonta, and Representative Mike Levin (CA-49), who recently introduced the *Southern California Coast and Ocean Protection Act*. H.R. 2862 which would prevent new leasing for the exploration, development, or production of oil or natural gas along the Southern California coast, from San Diego to the northern border of San Luis Obispo County.

Solana Beach, through many progressive and innovative programs and policies enacted over the past two decades, has proven to be a leader in environmental protection and sustainability. Oil and gas drilling off the coast threatens the local environment, health, and economy, and prolongs dependence on fossil fuels, something the City has actively tried to reduce through the adoption of the Climate Action Plan and its efforts to promote clean and renewable energy.

The most effective way to protect our coast and promote a move towards more clean and renewable energy is to demonstrate strong local opposition to increased oil and gas drilling. In California, opposition to this plan has bipartisan support from political leaders throughout the State. Should Solana Beach reaffirm its opposition to offshore drilling leases and further support legislation prohibiting offshore drilling, the City would again join a robust network of advocates and government agencies fighting to protect our coastal environment.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

There will be no fiscal impact as a result of this item.

WORK PLAN:

This item is not identified in the Work Plan but is consistent with its Environmental Sustainability priorities.

This item supports the 2025-2026 Legislative Policy, consistent with the Environmental Sustainability and Energy priority legislative area.


OPTIONS:

- Approve Staff recommendation.
- Approve Staff recommendation with alternative amendments / modifications.

CITY STAFF RECOMMENDATION:

1. Approve Resolution 2025-129 opposing any new offshore oil drilling and to support any legislation that opposes offshore drilling and/or this proposed plan by the federal administration.
2. Add to the City's Legislative Policy, under Section 3, Environmental Sustainability and Energy, Policy Actions, to include "Oppose policies or legislation that promote

any new offshore oil drilling and support any legislation that opposes offshore drilling.”


Alyssa Muto, City Manager

Attachments:

1. Resolution 2025-129

RESOLUTION 2025-129

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, OPPOSING NEW OFFSHORE OIL AND GAS DRILLING

WHEREAS, the City of Solana Beach values our ocean waters and coast which provide habitat to a vast array of wildlife including marine mammals, birds and fish that depend on a healthy and clean ocean environment; and

WHEREAS, our City depends on the thousands of visitors who enjoy recreational activities on our beaches for tourism and local economic support; and

WHEREAS, offshore oil and gas drilling off the Pacific coast puts these coastal resources at risk of oil spills and other damage; and

WHEREAS, the current exclusion of the Pacific Outer Continental Shelf from new oil and gas development is consistent with the long-standing interests of Pacific Coast States as framed in the 2006 Agreement on Ocean Health adopted by the Governors of California, Washington and Oregon; and

WHEREAS, the State of California prohibits new leasing in state waters because of the unacceptably high risk of damage and disruption to the marine environment and economy of the state; and

WHEREAS, the 11th National Outer Continental Shelf Oil and Gas Leasing Draft Proposed Program could open the Pacific, Atlantic and Arctic Oceans to new drilling, fracking and other well stimulation, putting California's coastal resources at risk of more oil spills, increased greenhouse gases, continued dependence on fossil fuels and impacts of climate change and which could delay the movement toward greater reliance on renewable energy; and

WHEREAS, the City of Solana Beach has long been a leader in environmental sustainability and has adopted a Climate Action Plan that aims to reduce greenhouse gas emissions and promote clean and renewable energy; and

WHEREAS, the City of Solana Beach opposes an expansion of offshore oil and gas drilling because of the threat to our coast, wildlife, climate and coastal economy; and

WHEREAS, the City is opposed to any action by the United States Department of the Interior to open or expand oil and gas exploration, leasing, or drilling in federal waters off the California coastline, and the Atlantic coastline.

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 opposes any new offshore oil and gas drilling off the California coast and supports any legislation that opposes the America First Offshore Energy Executive Order.
3. That the City Council approves adding to the City's Legislative Policy, under Section 3, Environmental Sustainability and Energy, Policy Actions, to include "Oppose policies or legislation that promote any new offshore oil drilling and support any legislation that opposes offshore drilling."

PASSED AND ADOPTED this 10th day of December, 2025, at a special 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: Alyssa Muto, City Manager
MEETING DATE: December 10, 2025
ORIGINATING DEPT: City Manager's Department - Nicole Gucky, Sustainability Program Manager
SUBJECT: **City Council Consideration of Resolution 2025-126 Authorizing a Pilot Heat Pump Water Heater Rebate Program**

BACKGROUND:

The City of Solana Beach's (City) Climate Action Plan (CAP) Update was adopted in October 2024, which updated the City's greenhouse gas (GHG) emission reduction targets to align with State legislation, and updated the measures and actions to account for changes in technology and research since the CAP was initially adopted in 2017. The CAP includes five Pathways, including the Decarbonize Buildings Pathway, which details Measure B-3 'Incentivize replacement of gas appliances at end-of-life with electric appliances'. This measure highlights the need for replacing fossil-fueled powered appliances and equipment, which release GHG emissions, with electric alternatives such as heat pumps. In particular, Action B-3.1 calls for the City to identify and cultivate programs, financing, and technologies which will promote the replacement of methane gas with electricity and Action B-3.2 calls for the City to promote incentives to electrify gas appliances and equipment.

This CAP measure was also added as a key initiative in the FY26 Work Plan as "launch of a heat pump water heater incentive program", included under item III.1 under Environmental Sustainability and Energy.

The City's CAP includes a Social Equity Index, which outlines strategies to ensure the CAP is implemented equitably and benefits all residents. Equity Strategy 5 and 7 were both identified for Action B-3.1 and B-3.2. Equity Strategy 5 aims to prioritize incentives to hard-to-reach residents for all proposed incentive programs and Equity Strategy 7 aims to mitigate unintentional financial burdens on low-income and fixed income senior homeowners.

COUNCIL ACTION:

The item is before the City Council to consider Resolution 2025-126 (Attachment 1) to approve \$25,000 of the Climate Action Plan Implementation funding towards a Pilot Heat Pump Water Heater Rebate Program. The Pilot Program would launch in January 2026 and run through the end of the fiscal year, or until all funds have been expended.

DISCUSSION:

Heat pumps are a type of heating and cooling device. Instead of using gas, heat pumps work by using electricity to pull heat from the surrounding air and transfer it to the air or water that it is heating. Conventional water heaters consume approximately 17-32%¹ of a home's energy usage. However, heat pump water heaters (HPWH) are approximately three times more energy efficient than their gas-powered counterparts, and when combined with the 75% carbon-free electricity product (Clean Energy Alliance's default product in Solana Beach), HPWHs can be one of the most efficient ways to reduce energy consumption and greenhouse gas emissions. HPWHs also present a public health co-benefit, as they are safer than conventional gas water heaters and improve indoor air quality by eliminating the risk of combustion and gas leaks. Since HPWHs are a relatively new technology for both contractors and homeowners, higher prices and a general lack of familiarity and awareness about these products can lead to hesitation to install. This program aims to educate residents and contractors about the benefits of HPWHs and lower the overall cost to incentivize the voluntary installation of heat pump technology.

Federal appliance electrification incentives currently exist to reduce the initial cost of electrification for appliances such as HPWHs. However, these incentives expire at the end of this month. While HPWH costs have decreased over time, their cost is typically higher than a gas water heater. The City's rebate program would allow Solana Beach residents to continue to have access to a monetary incentive to replace their end-of-life gas water heaters with HPWHs. The standard rebate will be \$500 for homeowners and \$500 for contractors who install a heat pump water heater in Solana Beach. Income-qualified residents (80% of AMI Low Income minimum) will be eligible for an additional \$500, for a total of a \$1,000 rebate. Another \$500 rebate will be available for applicants who need an electric service panel upgrade. Residents must apply for all applicable City permits and will receive their rebate once their project has passed final inspection by the City.

HPWHs eligible for this rebate must replace an existing gas water heater, be ENERGY STAR certified and meet certain qualifications to ensure energy efficiency. Service panels will only be eligible when installing a HPWH and must be in accordance with the California Electrical Code, SDG&E rules and regulations, and include capacity to accommodate future electrification. Full program guidelines can be found in the HPWH Program Guidelines document (Attachment 2).

Upon Council approval, staff will launch an outreach campaign, which will include a program webpage on the City's website, also linked on the City's permitting webpage,

¹ <https://www.eia.gov/todayinenergy/detail.php?id=37433>

advertise in the Weekly Update and social media channels, have flyers at the permit counter, email local contractors (via business license database), and the Climate & Resiliency Commission will advertise through their channels.

At the conclusion of the pilot program, staff will evaluate the success of the program based on number of rebates distributed and any qualitative feedback received. If the program is deemed successful, staff will come back to Council to propose launching a program in FY27.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

The total budget of this project is \$25,000. \$15,000 will be reserved for the residential rebate and \$10,000 for the contractor rebate. There is sufficient budget available under the FY 25/26 Climate Action Plan Implementation budget, account 4596520.65301 to cover this project.

WORK PLAN:

This project is consistent with Item III.1 (Climate Action Plan Update) of the Environmental Sustainability Priorities of the FY 2025/26 Work Plan.

OPTIONS:

- Approve Staff recommendation.
- Adopt Staff recommendation with revision.
- Provide further direction to Staff.

CITY STAFF RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution 2025-126 authorizing \$25,000 of the Climate Action Plan Implementation budget to fund a Pilot 2026 Heat Pump Water Heater Rebate Program.


Ayssa Muto, City Manager

Attachments:

1. Resolution 2025-126
2. Program Guidelines

RESOLUTION 2025-126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING A PILOT HEAT PUMP WATER HEATER REBATE PROGRAM

WHEREAS, heat pump water heaters (HPWH) are approximately three times more energy efficient and safer than their gas-powered counterparts; and

WHEREAS, a lack of familiarity with HPWH products and higher installation prices can lead to hesitation to install; and

WHEREAS, federal appliance electrification incentives that currently exist will expire at the end of this year; and

WHEREAS, the FY26 Work Plan includes 'launch of a heat pump water heater incentive program' as a key initiative under item III.1 under Environmental Sustainability and Energy; and

WHEREAS, the City's Climate Action Plan (CAP) includes Measure B-3 'Incentivize replacement of gas appliances at end-of-life with electric appliances' to highlight the need for replacing fossil-fueled powered appliances and equipment, which release greenhouse gas emissions, with electric alternatives such as heat pumps; and

WHEREAS, the City's CAP includes a Social Equity index which outlines strategies to ensure the CAP is implemented equitably and benefits all residents; and

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

1. That the above recitations are true and correct.
2. That the City Council authorizes up to \$25,000 from Climate Action Plan Implementation FY 2025/26 Adopted Budget Funds to pilot a 2026 Heat Pump Water Heater Rebate Program, as defined by the Program Guidelines.

PASSED AND ADOPTED this 10th day of December, 2025, at a special 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

Heat Pump Water Heater Rebate Program

Program Guidelines

Program Overview

The City of Solana Beach is offering electrification rebates for heat pump water heaters. Electrification refers to the process of replacing everything that burns fossil fuels (like natural gas) with efficient electric alternatives. By removing your natural gas appliances, you reduce greenhouse gas emissions and improve indoor air quality. Rebates are available for residential addresses. Eligible low-income residential applicants may qualify for additional funding. If a service panel upgrade is required, applicants may qualify for additional funding. Contractors are also eligible to receive rebates for the installation of heat pump water heaters. Funding is limited and applications will be accepted until funding is exhausted.

Program Requirements

- New electric heat pump water heaters must replace existing gas water heating equipment.
- Applicant must be a City of Solana Beach property owner and provide proof of ownership. If you are a renter, you must be able to provide expressed written approval from the property owner.
- Rebates will only be issued for existing buildings; new construction is not eligible for this program.
- Rebates can be applied to equipment and installation labor projects included in a Building Permit submitted on or after January 1, 2026.
- Each applicant is eligible for one rebate per water heater per address.
- Each contractor is eligible for one incentive per water heater per address.
- Equipment must be installed by a licensed contractor who holds a City of Solana Beach business certificate and is verified through the Switch is On.
- Equipment must be permanently installed and fixed to the property.
- Rebates will not be distributed until after the Building Permit has passed a final inspection.

Additional Rebates

Additional funding for electric appliances may be found through [The Switch is On](#). Applying for additional rebate programs is strongly encouraged for maximum savings.



Rebate Application Steps

1. Work with your contractor to submit a [Building Permit](#).
 - a. Projects involving a heat pump water installation must complete a Building Services Permit Application.
 - b. Projects involving an electrical panel upgrade must also provide an SDG&E Workorder.
2. Review the electrification program requirements and details to confirm eligibility. [Complete the online rebate application here](#). The homeowner may fill out the application or the contractor may do it on their behalf.
 - a. You will be notified via email if your application is approved and your rebate funding has been reserved.
 - b. Rebate checks will only be issued to the property owner or a tenant with expressed written approval from the property owner. You will need to submit a Vendor Application and W-9 for the property owner or designated payee - W-9 information must match IRS records.
 - i. All rebates over \$600 are considered taxable income by the IRS. As such, the City is required to collect W-9's from all participants, so that we can send 1099 Forms with the rebate information at the end of the year. The impact this will have on your specific tax liability depends on your personal situation and we recommend speaking to a tax professional to understand whether and how much your rebate may be taxed.
 - c. Contractors are also eligible for an incentive. Contractors will need to submit [a separate application \(found here\)](#), a Vendor Application, W-9, Solana Beach business license, and Switch is On contractor verification.
 - d. Income-qualified applicants ([80% of AMI Low Income minimum](#)) must verify eligibility by uploading one of the following:
 - i. A copy of your utility bill showing participation in the CARE or FERA discounted rate programs; or
 - ii. Verification that the unit is deed restricted affordable housing; or
 - iii. A copy of your tax returns.
3. Once permits have been issued and after the heat pump water heater has been installed, your contractor must schedule an inspection with the City's Building Services Division.



4. After your project has passed final inspection, submit the following documentation via email to receive the rebate check. Email Nicole Gucky, Sustainability Program Manager, at ngucky@cosb.org with the subject line: HPWH.Rebate.- .Final.Docs? ~insert.Last.Name~
 - a. Permit number and proof of final inspection from the Building Inspector.
 - b. Proof of payment for the installation and equipment (paid invoice).
 - c. Photos of installed equipment (include one photo of equipment installed and one photo of the make/model label).
 - d. Completed W-9 form.
5. Receive your rebate check
 - a. The City will issue the rebate check to your designated payee.
 - b. Please allow 2-6 weeks for your rebate check to be issued.
 - c. Payee will receive a Form 1099-MISC.

Rebate Requirements and Amounts

Heat Pump Water Heater (HPWH)

Requirements:

- Must replace existing gas water heater (includes tankless or demand-type)
- Must be ENERGY STAR qualified
- Must meet [NEEA Tier 3 Advanced Water Heater Specification or higher](#)
- Must have a Uniform Energy Factor (UEF) of 3.0 or higher

Service Panel Upgrades

Requirements:

- Only eligible when installing another rebate-eligible appliance, at this time, only a heat pump water heater is eligible.
- Electrical service equipment shall be installed in accordance with the manufacturer's installation instructions, the current California Electrical Code, Article 230, and SDG&E rules and regulations.
- Must replace the home's main electrical service panel.
- Must include capacity in the panel to accommodate future electrification of the residence including all appliances and an EV charger.



Equipment	Standard Rebate	Income Qualified Rebate
Heat Pump Water Heater	\$500	\$1,000
Service Panel Upgrades	+\$500	

Contractor Incentive

Incentive = \$500/heat pump installation per address

Requirements:

- Contractors must have an active Solana Beach business license
- Verified contractor listed on the Switch is On
- One rebate per address

Rebate Program Terms & Conditions

Property owners must meet and agree to the following terms and conditions to be eligible to receive a rebate:

- Rebates are distributed on a first come, first serve basis until all funds are expended.
- Rebates are only available for heat pump water heaters and electrical panel upgrades for a HPWH installation.
- Income qualified applicants participating in the Heat Pump Water Heater Rebate Program are eligible for a bonus rebate.
- To be eligible for the rebate, applicant must be a City of Solana Beach property owner. Applicant must provide proof of property ownership, equipment receipt or paid invoice, installation receipt or paid contractor invoice with contractor's license number, photos of installed equipment, and documentation of approved final inspection. Product must be new, and installation must be issued a Building Permit by the City of Solana Beach.
- Limit of one rebate application per residential unit.
- Rebates are issued as checks.

Questions

For more information or questions, please email Nicole Grucky, Sustainability Program Manager, at ngrucky@cosb.org.



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: December 10, 2025
SUBJECT: **Approving the Appointment of Colin Stowell as the Interim Fire Chief, Adopting the Corresponding Salary Schedule for the Interim Fire Chief, and Authorizing the City Manager to Execute an Interim Fire Chief Employment Agreement**

BACKGROUND:

On June 11, 2025, the City of Encinitas unanimously voted to exit the Cooperative Management Agreement (COOP), under which Encinitas provides fire administration and management services to the cities of Del Mar and Solana Beach. Established in 2009, the COOP consolidated fire executive leadership and administrative services into a single shared structure to promote regional coordination and operational efficiency across the three coastal cities. At this time all ten (10) shared positions are under the City of Encinitas employment.

As part of the transition process, Del Mar and Solana Beach have been working closely to explore alternative options for fire management services. In order to have a successful transition process, the City Manager has been working closely with the Del Mar City Manager to develop a plan that ensures continuity of fire operations and response for all of the communities involved.

The cities of Del Mar and Solana Beach are committed to maintaining exceptional fire and emergency response services for their residents and prioritizing and supporting their fire professionals as each City determines the best fire management structure for their respective communities moving forward.

In response to this transition, the City Manager recommends beginning the recruitment process as soon as possible in order to find a new permanent Fire Chief prior to March 31, 2026.

During this transition period, Government (Gov.) Code section 21221(h) of the Public Employees' Retirement Law permits the governing body to appoint a CalPERS retiree to

CITY COUNCIL ACTION:

a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year.

This item is before City Council to approve Resolution 2025-130 (Attachment 1) to appoint Mr. Colin Stowell, a CalPERS retired annuitant, as the Interim Fire Chief during the recruitment for a permanent replacement. The Council will consider and authorize the City Manager to execute an agreement with Mr. Stowell as Interim City Fire Chief effective January 5, 2026.

DISCUSSION:

Mr. Stowell is a retired Fire Chief with over 20 years of fire management and fire suppression experience. Mr. Stowell started his career in the fire service in 2002, working for the City of San Diego where he promoted through the ranks and retired as the Fire Chief in 2024. Mr. Stowell also served as Fire Chief for the Heartland Fire and Rescue Department for two years. Given Mr. Stowell's unique knowledge and experience, the City Manager recommends hiring Mr. Stowell as an Interim Fire Chief during the recruitment process and until a permanent Fire Chief has been selected and hired.

The following is a summary of the compensation terms of Mr. Stowell's Interim Fire Chief agreement:

- \$122.00 hourly rate in accordance with pay grade M8 on the Management Salary Schedule 1 (Attachment 2)
- Limited to working 960 hours per fiscal year
- As a retired annuitant, no other benefits are associated with this interim position

CEQA COMPLIANCE STATEMENT

Not a project as defined by CEQA

FISCAL IMPACT:

It is anticipated there will be sufficient funds in the Adopted Fiscal Year 2025-2026 Fire Department Budget Account 1006120, from Professional Services savings, to cover the terms of the Agreement.

WORK PLAN: N/A


OPTIONS:

- Approve Staff recommendation.
- Do not approve Staff Recommendation and provide direction to Staff.

CITY STAFF RECOMMENDATION:

Staff recommends the City Council:

1. Adopt Resolution 2025-130 appointing Colin Stowell as the Interim Fire Chief and authorizing the City Manager to execute an employment agreement with Mr. Stowell with an hourly rate of \$122.00 and limited to working 960 hours per fiscal year.


Alyssa Muto, City Manager

Attachments:

1. Resolution No. 2025-130
2. Management Salary Schedule 1

RESOLUTION 2025-130

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING THE APPOINTMENT OF COLIN STOWELL AS INTERIM FIRE CHIEF AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERIM FIRE CHIEF EMPLOYMENT AGREEMENT

WHEREAS, Government (Gov.) Code section 21221(h) of the Public Employees' Retirement Law permits the governing body to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, the City Council desires to appoint Colin Stowell as an interim appointment retired annuitant to the vacant position of Interim Fire Chief for the City under Gov. Code section 21221(h), effective January 5, 2026; and

WHEREAS, the position of Interim Fire Chief requires specialized knowledge and skills; and

WHEREAS, Colin Stowell served as Chief of the City of San Diego Fire-Rescue Department and the Heartland Fire & Rescue Department; and

WHEREAS, the City desires to employ Colin Stowell as Interim Fire Chief during the recruitment process and until a permanent director has been selected and hired because of his unique knowledge and experience; and

WHEREAS, the City Council, the City, and Colin Stowell certify that Colin Stowell has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, an appointment under Gov. Code section 21221(h) requires the retiree is appointed into the interim appointment during recruitment for a permanent appointment; and

WHEREAS, the recruitment for a permanent appointment commenced on December 9, 2025; and

WHEREAS, this Gov. Code section 21221(h) appointment shall only be made once and therefore will end on the first of the following to occur: (i) upon the employment commencement date of a permanent Fire Chief employed by CITY; or (ii) upon STOWELL working his 960th hour for CITY including hours worked for other CalPERS Agencies in a fiscal year as a retired annuitant; or (iii) upon termination of the Agreement; and

WHEREAS, the City Council approves the employment agreement under the terms and conditions outlined in a form approved by the City Attorney; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, in accordance with the Management Employees' Salary Schedule 1, pay grade M8, the maximum base salary for this position is \$255,132.80 and the hourly equivalent is \$122.66, and the minimum base salary for this position is \$164,216 and the hourly equivalent is \$78.95; and

WHEREAS, the hourly rate paid to Colin Stowell will be \$122.00 per hour; and

WHEREAS, Colin Stowell has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

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 ratifies the appointment and authorizes the City Manager to execute an Interim Fire Chief Employment Agreement between the City of Solana Beach and Colin Stowell.

PASSED AND ADOPTED this 10th day of December, 2025, 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 –

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

**EXECUTIVE AND MANAGEMENT EMPLOYEES
SALARY SCHEDULE 1
Effective July 11, 2025**

Pay Grade	Job Classifications	Frequency	Minimum	25th Percentile	Midpoint	75th Percentile	Maximum
M1	Management Analyst	Annual	\$84,281.60	\$95,929.60	\$107,598.40	\$119,267.20	\$130,915.20
	Human Resources Analyst	Monthly	\$7,023.47	\$7,994.13	\$8,966.53	\$9,938.93	\$10,909.60
	Recreation Supervisor	Bi-weekly	\$3,241.60	\$3,689.60	\$4,138.40	\$4,587.20	\$5,035.20
	Executive Assistant to City Manager/Council	Hourly	\$40.52	\$46.12	\$51.73	\$57.34	\$62.94
	Public Works Supervisor						
M2	Deputy City Clerk	Annual	\$96,449.60	\$107,452.80	\$118,435.20	\$129,438.40	\$140,441.60
	Senior Human Resources Analyst	Monthly	\$8,037.47	\$8,954.40	\$9,869.60	\$10,786.53	\$11,703.47
	Senior Management Analyst	Bi-weekly	\$3,709.60	\$4,132.80	\$4,555.20	\$4,978.40	\$5,401.60
		Hourly	\$46.37	\$51.66	\$56.94	\$62.23	\$67.52
M3	Network System Engineer	Annual	\$106,059.20	\$118,164.80	\$130,270.40	\$142,376.00	\$154,460.80
	Senior Planner	Monthly	\$8,838.27	\$9,847.07	\$10,855.87	\$11,864.67	\$12,871.73
		Bi-weekly	\$4,079.20	\$4,544.80	\$5,010.40	\$5,476.00	\$5,940.80
		Hourly	\$50.99	\$56.81	\$62.63	\$68.45	\$74.26
M4	Information Technology Manager	Annual	\$116,688.00	\$130,124.80	\$143,561.60	\$156,998.40	\$170,435.20
	Principal Human Resources Analyst	Monthly	\$9,724.00	\$10,843.73	\$11,963.47	\$13,083.20	\$14,202.93
	Principal Management Analyst	Bi-weekly	\$4,488.00	\$5,004.80	\$5,521.60	\$6,038.40	\$6,555.20
	Principal Planner	Hourly	\$56.10	\$62.56	\$69.02	\$75.48	\$81.94
	Recreation Manager						
	Sustainability Program Manager						
M4-A	Building Official						
	Human Resources Manager	Annual	\$128,315.20	\$142,958.40	\$157,601.60	\$172,244.80	\$186,888.00
	Senior Civil Engineer	Monthly	\$10,692.93	\$11,913.20	\$13,133.47	\$14,353.73	\$15,574.00
	Senior Insurance & Risk Manager	Bi-weekly	\$4,935.20	\$5,498.40	\$6,061.60	\$6,624.80	\$7,188.00
M5	Senior Accountant	Hourly	\$61.69	\$68.73	\$75.77	\$82.81	\$89.85
	Fire Battalion Chief (2912 annual hours)	Annual	\$132,699.84	\$147,842.24	\$162,984.64	\$178,097.92	\$193,240.32
		Monthly	\$11,058.32	\$12,320.19	\$13,582.05	\$14,841.49	\$16,103.36
		Bi-weekly	\$5,103.84	\$5,686.24	\$6,268.64	\$6,849.92	\$7,432.32
M6		Hourly	\$45.57	\$50.77	\$55.97	\$61.16	\$66.36
	Marine Safety Captain	Annual	\$141,190.40	\$157,289.60	\$173,388.80	\$189,488.00	\$205,587.20
	Finance Manager	Monthly	\$11,765.87	\$13,107.47	\$14,449.07	\$15,790.67	\$17,132.27
	Principal Civil Engineer	Bi-weekly	\$5,430.40	\$6,049.60	\$6,668.80	\$7,288.00	\$7,907.20
M6-A		Hourly	\$67.88	\$75.62	\$83.36	\$91.10	\$98.84
	Fire Battalion Chief (2080 annual hours)	Annual	\$145,953.60	\$162,593.60	\$179,254.40	\$195,915.20	\$212,576.00
		Monthly	\$12,162.80	\$13,549.47	\$14,937.87	\$16,326.27	\$17,714.67
		Bi-weekly	\$5,613.60	\$6,253.60	\$6,894.40	\$7,535.20	\$8,176.00
M7		Hourly	\$70.17	\$78.17	\$86.18	\$94.19	\$102.20
	City Engineer/Deputy Director of Engineering	Annual	\$149,302.40	\$169,977.60	\$190,632.00	\$211,307.20	\$231,961.60
	Deputy Director of Public Works	Monthly	\$12,441.87	\$14,164.80	\$15,886.00	\$17,608.93	\$19,330.13
	Deputy Fire Chief	Bi-weekly	\$5,742.40	\$6,537.60	\$7,332.00	\$8,127.20	\$8,921.60
M8	City Planner	Hourly	\$71.78	\$81.72	\$91.65	\$101.59	\$111.52
	City Clerk	Annual	\$164,216.00	\$186,950.40	\$209,684.80	\$232,419.20	\$255,132.80
	Public Works Director	Monthly	\$13,684.67	\$15,579.20	\$17,473.73	\$19,368.27	\$21,261.07
	Community Development Director	Bi-weekly	\$6,316.00	\$7,190.40	\$8,064.80	\$8,939.20	\$9,812.80
M9	Fire Chief	Hourly	\$78.95	\$89.88	\$100.81	\$111.74	\$122.66
	Finance Director/City Treasurer						
	Human Resources Director						
	Information Technology Director						
M9	Assistant City Manager	Annual	\$213,387.20	\$227,552.00	\$241,696.00	\$255,840.00	\$270,004.80
		Monthly	\$17,782.27	\$18,962.67	\$20,141.33	\$21,320.00	\$22,500.40
		Bi-weekly	\$8,207.20	\$8,752.00	\$9,296.00	\$9,840.00	\$10,384.80
		Hourly	\$102.59	\$109.40	\$116.20	\$123.00	\$129.81



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

MINUTES

Joint Meeting - Closed Session

Wednesday, November 05, 2025 5:00 p.m.

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

Minutes contain formal actions taken at a City Council meeting.

CALL TO ORDER AND ROLL CALL:

Mayor Heebner called the meeting to order at 5:00 p.m.

Present: Lesa Heebner, Kristi Becker, Jill MacDonald, David A. Zito, Jewel Edson
Absent: None
Also Present: Alyssa Muto, City Manager
Johanna Canlas, City Attorney

PUBLIC COMMENT ON CLOSED SESSION ITEMS (ONLY):

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

CLOSED SESSION:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(2)
Two (2) Potential case(s).

ACTION: No reportable action.

ADJOURN:

Mayor Heebner adjourned the meeting at 5:57 p.m.

Approved: _____
Megan Bavin, Deputy City Clerk

AGENDA ITEM A.1.



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

MINUTES

Joint REGULAR Meeting

Wednesday, November 05, 2025 * 6:00 p.m.

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

Action Minutes contain formal actions taken at a City Council meeting.

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

CITY COUNCILMEMBERS

Lesa Heebner
Mayor

Kristi Becker
Deputy Mayor / Councilmember District 2

David A. Zito
Councilmember District 1

Jill MacDonald
Councilmember District 4

Jewel Edson
Councilmember District 3

Alyssa Muto
City Manager

Johanna Canlas
City Attorney

Angela Ivey
City Clerk

CALL TO ORDER AND ROLL CALL:

Mayor Heebner called the meeting to order at 6:04 p.m.

Present: Lesa Heebner, Kristi Becker, Jill MacDonald, David A. Zito, Jewel Edson

Absent: None

Also Alyssa Muto, City Manager

Present: Johanna Canlas, City Attorney
Megan Bavin, Deputy City Clerk
Dan King, Assistant City Manager
Orelia DeBraal, Public Works Dir.
Joseph Lim, Community Development Dir.

CLOSED SESSION REPORT: No reportable action.

FLAG SALUTE:

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

- Santa Fe Irrigation District – Larrick Reservoir & Glenmont Pocket Park

Marissa Potter, Dir. of Engineering Services, Santa Fe Irrigation District, presented a PowerPoint.

Speakers: Tracy Richmond, Melissa Seipel, Cindi Clemons, Don Davis, Jane Morton

ORAL COMMUNICATIONS:

Comments relating to items on this evening's agenda are taken at the time the items are heard. This portion of the agenda provides an opportunity for members of the public to address the City Council on items relating to City business and not appearing on today's agenda by submitting a speaker slip (located on the back table) to the City Clerk. Pursuant to the Brown Act, no action shall be taken by the City Council on public comment items. Council may refer items to the City Manager for placement on a future agenda. The maximum time allotted for each presentation is THREE MINUTES. No donations of time are permitted (SBMC 2.04.190). Please be aware of the timer light on the Council Dais.

CITY COUNCIL COMMUNITY ANNOUNCEMENTS - COMMENTARY:

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

CITY MANAGER / CITY ATTORNEY REPORTS:

An opportunity for the City Manager and City Attorney to make brief announcements or report on various activities. These items are not agendaized for official City business with no action or substantive discussion.

A. CONSENT CALENDAR: (Action Items) (A.1. - A.5.)

Items listed on the Consent Calendar are to be acted in a single action of the City Council unless pulled for discussion. Any member of the public may address the City Council on an item of concern by submitting to the City Clerk a speaker slip (located on the back table) before the Consent Calendar is addressed. Those items removed from the Consent Calendar by a member of the Council will be trailed to the end of the agenda, while Consent Calendar items removed by the public will be heard immediately after approval of the Consent Calendar to hear the public speaker.

All speakers should refer to the public comment section at the beginning of the agenda for details. Please be aware of the timer light on the Council Dais.

A.1. Minutes of the City Council.

Recommendation: That the City Council

1. Approve the Minutes of the City Council meetings held on September 24, 2025.

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

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

Recommendation: That the City Council

1. Ratify the list of demands for October 4, 2025 – October 15, 2025.

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

A.3. Cliff Street and Rosa Street Pedestrian Bridges Light Fixtures. (File 0820-60)

Recommendation: That the City Council

1. Adopt **Resolution 2025-111**:

- a. Awarding a construction contract to Tri-Group Construction and Development, Inc., the amount of \$339,000 for the Cliff Street and Rosa Street Pedestrian Bridges Light Fixture Replacements, Bid No. 2025-10.
- b. Approving an amount of \$40,000 (approximately 12%) for construction contingency, bringing the not to exceed amount to \$379,000.
- c. Authorizing the City Manager to execute the construction contract on behalf of the City.
- d. Authorizing the City Manager to approve cumulative change orders up to the construction contingency amount.

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

A.4. Dead Animal Disposal and Pest-Rodent Control Services. (File 0200-25)

Recommendation: That the City Council

1. Adopt **Resolution 2025-117**:

- a. Authorizing the City Manager to execute an amendment to the Professional Services Agreement with Habitat Protection, Inc., for pest control, rodent management, and dead animal disposal services for Fiscal Year 2025/26 only, increasing the contract by \$10,000 for a total not-to-exceed amount of \$27,960.

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

A.5. Fletcher Cove Beach Access Improvement Project Funding. (File 0730-20)

Recommendation: That the City Council

1. Adopt **Resolution 2025-119**:

- a. Approving an appropriation of \$32,000 from the Misc. CIP Unreserved Fund Balance to the Capital Improvement Program for the Fletcher Cove Beach Access Improvement Project.
- b. Authorizing the City Manager to execute change orders up to the amount of the revised construction contingency amount of \$84,000.
- c. Authorizing the City Treasurer to amend the FY 2025/26 Adopted Budget accordingly.

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

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

B. PUBLIC HEARINGS: (None)

C. STAFF REPORTS: (C.1.)

Submit speaker slips to the City Clerk.

All speakers should refer to the public comment section at the beginning of the agenda for time allotments. Please be aware of the timer light on the Council Dais.

C.1. Adopt (2nd Reading) Ordinance 540 – Building and Fire Code Updates. (File 0600-95)

Recommendation: That the City Council

1. Adopt **Ordinance 540** (2nd Reading) amending Title 15 of the Solana Beach Municipal Code.

Johanna Canlas, City Attorney, read the title of the Ordinance.

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

LEGISLATIVE POLICY AND CORRESPONDENCE:

WORK PLAN COMMENTS:

Adopted June 18, 2025

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.

Deputy Mayor Becker - media conference at San Diego State University.

COUNCIL COMMITTEE REPORTS: [Council Committees](#)

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

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

CITIZEN COMMISSION(S)

ADJOURN:

Mayor Heebner adjourned the meeting at 6:58 p.m.

Approved: _____
Megan Bavin, Deputy City Clerk



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: December 10, 2025
ORIGINATING DEPT: Finance – Rachel Jacobs, Finance Director
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: 11/01/25 through 11/14/25

Check Register - Disbursement Fund (Attachment 1)		\$	1,485,826.10
Net Payroll Retiree Health	November 4, 2025		2,955.00
Net Payroll Council	November 13, 2025		3,553.83
Net Payroll Staff Q10	November 7, 2025		290,947.83
TOTAL		\$	<u>1,783,282.76</u>

DISCUSSION:

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

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

The register of demands for November 1, 2025, through November 14, 2025, reflects total expenditures of \$1,783,282.76 from various City sources.

WORK PLAN: N/A

CITY COUNCIL ACTION: _____ _____

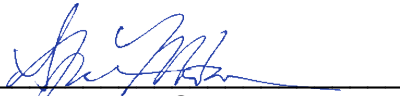
OPTIONS:

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

CITY STAFF RECOMMENDATION:

Staff recommends that the City Council:

1. Ratify the above register of demands.

A handwritten signature in blue ink, appearing to read 'Alyssa Muto', is written over a horizontal line.

Alyssa Muto, City Manager

Attachments:

1. Check Register – Disbursement Fund



City of Solana Beach

Register of Demands

11/1/2025 - 11/14/2025

Department Vendor	Description	Date	Check/EFT Number	Amount
100 - GENERAL FUND				
MISSION SQUARE PLAN 302817	Payroll Run 1 - Warrant Q10	11/06/2025	9002530	\$9,680.71
MISSION SQUARE PLAN 302817	Payroll Run 2 - Warrant QC05	11/14/2025	9002551	\$3,111.49
SOLANA BEACH FIREFIGHTERS ASSOC	Payroll Run 1 - Warrant Q10	11/06/2025	9002539	\$1,080.00
SAN DIEGO COUNTY SHERIFFS OFFICE	SEPT 25 - LAW ENFORCEMENT	11/14/2025	109077	(\$547.10)
AFLAC	OCTOBER 25	11/06/2025	109008	\$940.04
STERLING HEALTH SERVICES, INC.	Q10 FSA/DCA CONTRIBUTIONS	11/14/2025	9002556	\$2,656.96
SHEA HOMES LIMITED PARTNERSHIP	RFND: SDP25-008	11/06/2025	109045	\$832.50
BRIAN & LARNA HARTNACK	RFND: SDP25-008	11/06/2025	109031	\$800.00
XO MEDICAL SPA	RFND: BC-011916 FIRE FEE 24 & 25	11/06/2025	109053	\$224.00
IAFF-MERP	OCT 25-FF TRUST	11/06/2025	9002541	\$4,900.00
ARASH AGHSANI & SARA REFAHI	RFND: SBGR-432/GRD23-0007	11/06/2025	109009	\$108,908.00
FRANCES MOORE	RFND: FCCC 10/12/25	11/06/2025	109037	\$500.00
JENNY FIHN	RFND: FCCC 10/25/25	11/06/2025	109034	\$500.00
ASHLEY BECK	RFND: FCCC 10/18/25	11/06/2025	109010	\$500.00
SHEA HOMES LIMITED PARTNERSHIP	RFND: SDP25-008	11/06/2025	109045	\$3,831.75
STERLING HEALTH SERVICES, INC.	Q10 FSA/DCA CONTRIBUTIONS	11/14/2025	9002556	\$1,572.87
SELF INSURED SERVICES COMPANY	NOV 25-LIFE & ADD/SUPP LIFE/LTD	11/06/2025	9002520	\$1,446.90
SELF INSURED SERVICES COMPANY	NOV 25-LIFE & ADD/SUPP LIFE/LTD	11/06/2025	9002520	\$301.50
SELF INSURED SERVICES COMPANY	NOV 25-LIFE & ADD/SUPP LIFE/LTD	11/06/2025	9002520	\$1,363.46
SELF INSURED SERVICES COMPANY	NOV 25-COBRA DENTAL/DENTAL	11/06/2025	9002520	\$3,412.50
FIDELITY SECURITY LIFE INSURANCE COMPANY	NOV 25-VISION	11/06/2025	109026	\$516.50
TOTAL GENERAL FUND				\$146,532.08
1005100 - CITY COUNCIL				
US BANK	CLOSED SESSION DINNER - 10/11	11/06/2025	109018	\$261.97
US BANK	CLOSED SESSION DINNER - 09/03	11/06/2025	109018	\$161.41
US BANK	CLOSED SESSION DINNER - 09/10	11/06/2025	109018	\$31.20
INTERFAITH COMMUNITY SERVICES, INC	FY 26 - ARS BRIDGE TO HOUSING SUPPORT	11/06/2025	109032	\$4,500.00
TOTAL CITY COUNCIL				\$4,954.58
1005150 - CITY CLERK				
DEL MAR BLUE PRINT COMPANY, INC.	SCAN PROJECT	11/14/2025	109068	\$89.66
STAPLES CONTRACT & COMMERCIAL	PAPER/BATTERIES/DIVIDERS/TAPE/TISSUE	11/14/2025	109079	\$244.61
US BANK	RETURN OFFICE MAT	11/06/2025	109018	(\$21.63)
US BANK	RETURN OFFICE PANEL	11/06/2025	109018	(\$506.71)
US BANK	CMCA MEMBERSHIP	11/06/2025	109018	\$300.00
US BANK	CMCA WRKSH 10/30/25	11/06/2025	109018	\$125.00
US BANK	OFFICE PANEL	11/06/2025	109018	\$506.71
MCCI LLC	ECS LASERFICHE RECORDS MGMT - LIC/CLOUD/PUB PORTAL	11/14/2025	109071	\$18,786.25
TOTAL CITY CLERK				\$19,523.89
1005200 - CITY MANAGER				
VERIZON WIRELESS SD	962428212-00001 - 09/29/25-10/28/25	11/14/2025	109081	\$38.37
DIANA JAMALEDDINE	MILEAGE 10/01/25-10/02/25	11/14/2025	109069	\$450.10

US BANK	PRIZE WHEEL FOR EVENTS	11/06/2025	109018	\$92.97
NICOLE GRUCKY	MILEAGE - 09/15/25-10/16/25	11/06/2025	9002533	\$131.32
EMANUELS JONES & ASSOCIATES, LLC	NOV 25 - LOBBYING SERVICES	11/14/2025	9002546	\$2,860.12
ALYSSA MUTO	REIMB: WELCOME LUNCH 10/20/25	11/06/2025	9002519	\$88.41
STAPLES CONTRACT & COMMERCIAL	FILE DIVIDERS/BINDERS/PENS	11/06/2025	109048	\$46.82
US BANK	CLEAN MOBILITY FORUM REG	11/06/2025	109018	\$97.88
US BANK	CLOSED SESSION DINNER - 10/11	11/06/2025	109018	\$37.35
US BANK	CLOSED SESSION DINNER - 09/03	11/06/2025	109018	\$40.74
US BANK	2 OFFICE CHAIRS	11/06/2025	109018	\$413.20
TOTAL CITY MANAGER				\$4,297.28
1005250 - LEGAL SERVICES				
US BANK	CLOSED SESSION DINNER - 10/11	11/06/2025	109018	\$18.87
TOTAL LEGAL SERVICES				\$18.87
1005300 - GENERAL FUND - FINANCE				
STAPLES CONTRACT & COMMERCIAL	FILE DIVIDERS/BINDERS/PENS	11/06/2025	109048	\$12.49
FOSTER & FOSTER CONSULTING ACTUARIES,	FY2025 GASB 74/75 REPORT	11/06/2025	109029	\$4,750.00
DAVIS FARR, LLP	FY 2025 AUDIT SVC THRU OCT 31	11/14/2025	109067	\$16,000.00
US BANK	RJ-8/28-9/28/25 SCRIBE PRO SUB	11/06/2025	109018	\$75.00
TOTAL GENERAL FUND - FINANCE				\$20,837.49
1005350 - SUPPORT SERVICES				
STAPLES CONTRACT & COMMERCIAL	PAPER	11/14/2025	109079	\$296.59
US BANK	EOC VESTS	11/06/2025	109018	\$204.31
US BANK	EOC PENS/MARKERS	11/06/2025	109018	\$76.09
TOTAL SUPPORT SERVICES				\$576.99
1005400 - HUMAN RESOURCES				
SHARP REES-STEALY MEDICAL GROUP	SHC# 700000690 - SCREENING	11/06/2025	9002538	\$268.00
EMPLOYMENT DEVELOPMENT DEPARTMENT	932-0244-8 SUI PE 09/30/25	11/06/2025	109025	\$847.00
US BANK	PY 2026 - OPEN ENROLLMENT HEALTH FAIR	11/06/2025	109018	\$380.12
US BANK	OPEN ENROLLMENT HEALTH FAIR	11/06/2025	109018	\$33.58
US BANK	FSSII INTERVIEW PANEL LUNCH	11/06/2025	109018	\$96.56
US BANK	OFFICE CHAIR	11/06/2025	109018	\$152.24
COASTAL LIVE SCAN AND INSURANCE	OCT 25-FINGERPRINT APP	11/14/2025	109066	\$60.00
4IMPRINT INC	EMP APPREC JACKETS	11/14/2025	9002542	\$4,248.40
US BANK	MONTHLY EFAX SVC	11/06/2025	109018	\$49.99
US BANK	09/11 PANELS - BLD OFFCL/PAYRLL SPEC	11/06/2025	109018	\$39.42
US BANK	HOTEL-PRISM CONF	11/06/2025	109018	\$162.39
US BANK	PANEL LUNCH - BUILDING OFFICIAL	11/06/2025	109018	\$129.00
US BANK	SYMPATHY FLOWERS	11/06/2025	109018	\$117.41
RYAN PESTER	REIMB: INTRO TO FIRE PREVENTION	11/06/2025	109041	\$869.00
TOTAL HUMAN RESOURCES				\$7,453.11
1005450 - INFORMATION SERVICES				
VERIZON WIRELESS SD	670601022-00001 9/24/25-10/23/25	11/14/2025	109081	\$128.05
US BANK	MISAC MMBRSH	11/06/2025	109018	\$130.00
US BANK	MISAC CONF REG	11/06/2025	109018	\$425.00
US BANK	CONSTANT CONTACT SUB	11/06/2025	109018	\$129.00
WESTERN AUDIO VISUAL	FY 26 AV MAINTENANCE SVC	11/06/2025	109052	\$499.00
AT&T CALNET 3	9391012282 - 09/24/25-10/23/25	11/06/2025	109013	\$31.41
BONNIE FRIEDEN	REIMB: COMP TIA CERT TRAINING RENEWAL	11/06/2025	109017	\$200.00
BONNIE FRIEDEN	CYBRARY INSIDER PRO CERTIFICATES	11/14/2025	109062	\$270.00
OPEN TEXT INC	VOICEMAIL RENEWAL	11/14/2025	9002554	\$2,494.98
CDW LLC	AUTOCAD RENEWAL	11/06/2025	109019	\$2,230.36

ENGAGE SYSTEMS LLC	ADOBE LICENSES	11/14/2025	109072	\$9,996.10
AT&T CALNET 3	9391053641 - 09/24/25-10/23/25	11/06/2025	109014	\$155.40
AT&T CALNET 3	9391062899 - 09/24/25-10/23/25	11/06/2025	109015	\$155.40
AT&T CALNET 3	9391012278 - 09/24/25-10/23/25	11/14/2025	109058	\$6,273.07
MANAGED SOLUTION	JUL 25-OFFICE 365 LICENSES	11/06/2025	9002529	\$38.00
MANAGED SOLUTION	NOVEMBER 2025 - OFFICE 365 LICENSES	11/14/2025	9002550	\$2,732.55
FISHER INTEGRATED, INC.	OCT 25-WEB STREAMING SVC	11/14/2025	9002548	\$1,800.00
TOTAL INFORMATION SERVICES				\$27,688.32
1005550 - PLANNING				
US BANK	KEYBOARD	11/06/2025	109018	\$54.36
US BANK	KEYBOARD	11/06/2025	109018	\$97.51
US BANK	KEYBOARD REFUND	11/06/2025	109018	(\$54.36)
CENTRAL SQUARE	CSLB INTEGRATION - TRAKIT	11/06/2025	9002523	\$3,500.00
TOTAL PLANNING				\$3,597.51
1005560 - BUILDING SERVICES				
US BANK	BUSINESS CARDS - YIM	11/06/2025	109018	\$22.81
TOTAL BUILDING SERVICES				\$22.81
1005590 - CODE ENFORCEMENT				
REGIONAL COMMS SYS MS 056 RCS	SEP 25-CODE RADIO	11/14/2025	109075	\$61.00
REGIONAL COMMS SYS MS 056 RCS	AUG 25-CODE RADIO	11/14/2025	109075	\$53.12
US BANK	SHIRT/EMBROIDERY REFUND	11/06/2025	109018	(\$91.55)
US BANK	SHIRT/BADGE/EMBROIDERY	11/06/2025	109018	\$71.96
US BANK	DMV RECORDS TRN	11/06/2025	109018	\$50.00
US BANK	REC DOC ADDL CHARGE	11/06/2025	109018	\$0.03
US BANK	RECORDED DOC COPIES - CASE CC24-160	11/06/2025	109018	\$1.35
US BANK	SHIRT/EMBROIDERY	11/06/2025	109018	\$91.55
TOTAL CODE ENFORCEMENT				\$237.46
1006110 - LAW ENFORCEMENT				
SAN DIEGO COUNTY SHERIFFS OFFICE	SEPT 25 - LAW ENFORCEMENT	11/14/2025	109077	\$65,517.88
SAN DIEGO COUNTY SHERIFFS OFFICE	SEPT 25 - LAW ENFORCEMENT	11/14/2025	109077	\$774.91
TOTAL LAW ENFORCEMENT				\$66,292.79
1006120 - FIRE DEPARTMENT				
VERIZON WIRELESS SD	962428212-00001 - 09/29/25-10/28/25	11/14/2025	109081	\$653.12
NORTH COUNTY DISPATCH (JPA)	FY26 Q1-DISPATCH	11/06/2025	109038	\$46,344.60
FIRE ETC.	HELMET	11/06/2025	109027	\$538.31
REGIONAL COMMS SYS MS 056 RCS	OCT 25- CAP CODES	11/14/2025	109075	\$32.50
REGIONAL COMMS SYS MS 056 RCS	OCT 25-SHERIFF RADIOS	11/14/2025	109075	\$823.50
REGIONAL COMMS SYS MS 056 RCS	OCT 25-FIRE RADIOS	11/14/2025	109075	\$1,342.00
NORTH COUNTY EVS, INC.	FIRE APPARATUS MAINT/REPAIR	11/06/2025	9002534	\$1,312.67
MUNICIPAL EMERGENCY SERVICES, INC	MASK BAG/LIGHTWEIGHT FLEECE	11/14/2025	9002552	\$62.17
AT&T CALNET 3	9391012280 - 09/24/25-10/23/25	11/06/2025	109011	\$328.69
AT&T CALNET 3	9391012280 - 08/24/25-09/23/25	11/06/2025	109012	\$328.50
FIRECATT, LLC	FIRE HOSE TESTING	11/06/2025	109028	\$2,062.50
NORTH COUNTY EVS, INC.	FIRE APPARATUS MAINT/REPAIR	11/06/2025	9002534	\$8,308.35
NORTH COUNTY EVS, INC.	FIRE APPARATUS MAINT/REPAIR	11/06/2025	9002534	\$18,941.56
ACE UNIFORMS LLC	SHIRT/EMB CHR/BOOTS	11/06/2025	9002517	\$290.09
ACE UNIFORMS LLC	UNIFORM	11/14/2025	9002544	\$2,137.62
ACE UNIFORMS LLC	PANTS	11/14/2025	9002544	\$387.51
ROBERT BARRON	MILEAGE 08/30/25 - 10/27/25	11/14/2025	109076	\$583.80
MUNICIPAL EMERGENCY SERVICES, INC	CAP BAND ASSEMBLY/NECK BAND ASSY	11/06/2025	9002531	\$74.84
MUNICIPAL EMERGENCY SERVICES, INC	NEW SCUBA MASK	11/06/2025	9002531	\$488.39

US BANK	PRINTER INK - FIRE STATION	11/06/2025	109018	\$116.24
US BANK	CAT LITTER - SPILL ABSORBENT	11/06/2025	109018	\$270.80
US BANK	FIREOPS101 CARDSTOCK/ENVELOPES	11/06/2025	109018	\$45.65
US BANK	SHOWERHEAD	11/06/2025	109018	\$21.52
US BANK	TV FOR GYM	11/06/2025	109018	\$215.89
US BANK	TV COVER	11/06/2025	109018	\$22.96
US BANK	TOILET CLEANER	11/06/2025	109018	\$22.41
US BANK	KITCHEN SUPPLIES	11/06/2025	109018	\$29.34
US BANK	GYM EQUIPMENT	11/06/2025	109018	\$32.61
US BANK	REFUND GYM EQUIPMENT	11/06/2025	109018	(\$32.61)
US BANK	GYM EQUIPMENT	11/06/2025	109018	\$13.70
US BANK	GYM FAN	11/06/2025	109018	\$37.71
US BANK	OIL/SPARK PLUGS	11/06/2025	109018	\$63.84
US BANK	CHAINSAW LUBRICANT/SPARK PLUGS	11/06/2025	109018	\$80.45
US BANK	FIRE INVESTIGATION 1A	11/06/2025	109018	\$143.43
US BANK	BATTERIES	11/06/2025	109018	\$104.22
US BANK	ABSORBENT	11/06/2025	109018	\$260.94
US BANK	PRINTER INK	11/06/2025	109018	\$227.90
TOTAL FIRE DEPARTMENT				\$86,717.72
1006130 - ANIMAL CONTROL				
SAN DIEGO HUMANE SOCIETY & S.P.C.A.	NOV 25-ANIMAL SERVICES	11/06/2025	109042	\$7,603.00
TOTAL ANIMAL CONTROL				\$7,603.00
1006150 - CIVIL DEFENSE				
AT&T CALNET 3	9391012275 - 09/24/25-10/23/25	11/14/2025	109055	\$155.40
TOTAL CIVIL DEFENSE				\$155.40
1006170 - MARINE SAFETY				
VERIZON WIRELESS SD	962428212-00001 - 09/29/25-10/28/25	11/14/2025	109081	\$152.04
CAMEO PAPER & JANITORIAL SUPPLY INC	SHAMPOO & SOAP DISPENSER	11/14/2025	109063	\$122.93
BAKER IRON WORKS INC	TRAILER REPAIR	11/14/2025	109060	\$100.00
DAY WIRELESS SYSTEMS (20)	SYSTEM UPDATE	11/06/2025	109021	\$210.00
US BANK	2025 YAMAHA MAINT/SVC	11/06/2025	109018	\$427.83
US BANK	COLD PACKS/GLOVES	11/06/2025	109018	\$235.86
AT&T CALNET 3	9391012281 - 09/25/25-10/24/25	11/14/2025	109059	\$97.30
US BANK	STORAGE CONTAINER INSTALL/RENT	11/06/2025	109018	\$337.13
US BANK	SUNSCREEN	11/06/2025	109018	\$264.33
US BANK	BADGES/NAME PLATES	11/06/2025	109018	\$784.19
US BANK	PHONE CORDS	11/06/2025	109018	\$24.45
ACE UNIFORMS LLC	PANTS	11/06/2025	9002517	\$183.16
AT&T CALNET 3	9391053651 - 09/25/25-10/24/25	11/14/2025	109054	\$314.01
US BANK	CONNECT TEAM SCHEDULING SOFTWARE	11/06/2025	109018	\$284.20
US BANK	UTV TIE DOWN STRAPS	11/06/2025	109018	\$23.91
US BANK	CSFM INSTRUCTOR 2 COURS	11/06/2025	109018	\$165.00
US BANK	HQ/TOWER CLEANING SUPPLIES	11/06/2025	109018	\$108.53
US BANK	LUMBER - STORAGE CONTAINER INSTALL	11/06/2025	109018	\$169.42
US BANK	HOSE/BLEACH/CHALK	11/06/2025	109018	\$157.04
TOTAL MARINE SAFETY				\$4,161.33
1006510 - ENGINEERING				
UNDERGROUND SVC ALERT OF SOCAL INC	OCT 25-DIG ALERT	11/14/2025	9002558	\$154.00
DEL MAR BLUE PRINT COMPANY, INC.	MARINE SAFETY CENTER PLANS	11/06/2025	109022	\$27.09
US BANK	HOSE FOR 6 INCH PUMP	11/06/2025	109018	\$300.62
NASLAND ENGINEERING	SEP 25-PROF SVC	11/06/2025	9002532	\$5,880.88

TOTAL ENGINEERING				\$6,362.59
1006520 - ENVIRONMENTAL SERVICES				
MISSION LINEN & UNIFORM INC	FY26 UNIFORM SERVICES FOR PUBLIC WORKS	11/06/2025	109036	\$16.55
MISSION LINEN & UNIFORM INC	FY26 UNIFORM SERVICES FOR PUBLIC WORKS	11/14/2025	109073	\$16.55
MISSION LINEN & UNIFORM INC	FY26 UNIFORM SERVICES FOR PUBLIC WORKS	11/14/2025	109073	\$16.55
CLEAN EARTH ENVIROMENTAL SOLUTIONS	OCT 25- HHW COLLECTION	11/14/2025	9002545	\$1,711.00
TOTAL ENVIRONMENTAL SERVICES				\$1,760.65
1006530 - STREET MAINTENANCE				
MISSION LINEN & UNIFORM INC	FY26 UNIFORM SERVICES FOR PUBLIC WORKS	11/06/2025	109036	\$27.09
MISSION LINEN & UNIFORM INC	FY26 UNIFORM SERVICES FOR PUBLIC WORKS	11/14/2025	109073	\$27.09
MISSION LINEN & UNIFORM INC	FY26 UNIFORM SERVICES FOR PUBLIC WORKS	11/14/2025	109073	\$27.09
SDG&E CO INC	UTILITIES - 09/01/25 - 10/07/25	11/06/2025	109044	\$388.37
SDG&E CO INC	UTILITIES - 09/06/25 - 10/07/25	11/06/2025	109044	\$707.89
US BANK	SUPERVISOR TRAINING	11/06/2025	109018	\$149.00
US BANK	HOSES FOR PUMP	11/06/2025	109018	\$1,981.82
NISSHO OF CALIFORNIA	SEP 25- LANDSCAPE MAINTENANCE SERVICES	11/14/2025	9002553	\$2,427.85
STANDARD PLUMBING SUPPLY COMPANY	ABS SLIP CAP	11/06/2025	109047	\$40.29
VICTOR MAGANA GONZALEZ	MILEAGE-10/25/25-10/26/25	11/06/2025	109051	\$65.80
BFS GROUP OF CALIFORNIA LLC	GLOVES	11/14/2025	109070	\$34.72
BIT PROS INC	ENGINE MAINT	11/06/2025	109016	\$841.13
TOTAL STREET MAINTENANCE				\$6,718.14
1006540 - TRAFFIC SAFETY				
SDG&E CO INC	UTILITIES - 09/01/25 - 10/07/25	11/06/2025	109044	\$88.13
SDG&E CO INC	UTILITIES - 09/06/25 - 10/07/25	11/06/2025	109044	\$696.24
TRAFFIC SUPPLY, INC	SIGNS	11/06/2025	9002540	\$484.16
AT&T CALNET 3	9391012279 - 09/24/25-10/23/25	11/14/2025	109056	\$67.02
STC TRAFFIC, INC	SEP 25-FY26 ON-CALL TRAFFIC CONSULTING	11/14/2025	9002555	\$14,125.00
ALL CITY MANAGEMENT SERVICES, INC	CROSSING GUARDS - 10/12/25 - 10/25/25	11/06/2025	9002518	\$13,169.80
YUNEX LLC	SEP 25- TRAFFIC SIGNAL & SAFETY LIGHT MAINT	11/14/2025	9002561	\$1,155.84
YUNEX LLC	SEP 25- TRAFFIC SIGNAL & SAFETY LIGHT REPAIR	11/14/2025	9002561	\$2,802.30
TOTAL TRAFFIC SAFETY				\$32,588.49
1006550 - STREET CLEANING				
SCA OF CA, LLC	FY26 CITY-WIDE STREET SWEEPING SERVICES	11/06/2025	9002537	\$6,005.17
TOTAL STREET CLEANING				\$6,005.17
1006560 - PARK MAINTENANCE				
MISSION LINEN & UNIFORM INC	FY26 UNIFORM SERVICES FOR PUBLIC WORKS	11/06/2025	109036	\$20.32
MISSION LINEN & UNIFORM INC	FY26 UNIFORM SERVICES FOR PUBLIC WORKS	11/14/2025	109073	\$20.32
MISSION LINEN & UNIFORM INC	FY26 UNIFORM SERVICES FOR PUBLIC WORKS	11/14/2025	109073	\$20.32
W.W. GRAINGER, INC	SOAP DISPENSERS	11/14/2025	9002549	\$107.71
RANCHO SANTA FE SECURITY SYS INC	NOV 25- ALARM MONITORING	11/06/2025	109039	\$405.72
BFS GROUP OF CALIFORNIA LLC	PAINT ROLLERS/PAINT BRUSHES/UTL KNIFE	11/06/2025	109023	\$68.95
BFS GROUP OF CALIFORNIA LLC	PAINT/SFTY VEST/RESP MASK/ANCHR BCKT	11/06/2025	109023	\$156.97
RANCHO SANTA FE PROTECTIVE SERVICES INC	NOV 25- SECURITY PATROL SERVICES ONLY	11/06/2025	9002535	\$729.75
US BANK	LIGHT BULBS - CRT	11/06/2025	109018	\$236.31
NISSHO OF CALIFORNIA	SEP 25- LANDSCAPE MAINTENANCE SERVICES	11/14/2025	9002553	\$9,809.54
RANCHO SANTA FE SECURITY SYS INC	CODES ADDED	11/14/2025	109074	\$72.00
TOTAL PARK MAINTENANCE				\$11,647.91
1006570 - PUBLIC FACILITIES				
SDG&E CO INC	UTILITIES - 09/01/25 - 10/07/25	11/06/2025	109044	\$4,086.07
SDG&E CO INC	UTILITIES - 09/06/25 - 10/07/25	11/06/2025	109044	\$10,279.86

LEE'S LOCK & SAFE INC	PASSAGE SET/HARDWARE	11/06/2025	109035	\$600.48
W.W. GRAINGER, INC	PUSH BUTTON ASSEMBLY	11/14/2025	9002549	\$384.15
CONSOLIDATED ELECTRICAL DIST INC	BULBS	11/06/2025	9002525	\$387.90
STANDARD PLUMBING SUPPLY COMPANY	HANDLE REPLACEMENT CARTRIDGE	11/14/2025	109078	\$69.99
BFS GROUP OF CALIFORNIA LLC	OUTLET RECEPTACLES/WIRE CAPS	11/06/2025	109023	\$78.09
BFS GROUP OF CALIFORNIA LLC	URINAL CLOSET KIT/RECEPTCL/OUTLET PLATE	11/14/2025	109070	\$51.73
GLOBAL POWER GROUP INC	GENERATOR RENTAL	11/06/2025	109030	\$6,508.93
NISSHO OF CALIFORNIA	SEP 25- LANDSCAPE MAINTENANCE SERVICES	11/14/2025	9002553	\$3,094.35
CINTAS CORPORATION NO. 2	FIRST AID SUPPLIES-CH	11/06/2025	109020	\$448.28
CINTAS CORPORATION NO. 2	FIRST AID SUPPLIES-PW	11/14/2025	109064	\$225.23
JOSE GARCIA	MILEAGE - 09/20/25-10/26/25	11/06/2025	9002528	\$210.00
STANDARD PLUMBING SUPPLY COMPANY	HUB COUPLING/REPLACEMENT CRTRGE	11/06/2025	109047	\$86.20
STANDARD PLUMBING SUPPLY COMPANY	CLOSET KIT/ 1/4 PINT BL MNSTR	11/06/2025	109047	\$72.26
US BANK	BATTERIES	11/06/2025	109018	\$54.24
US BANK	DEHUMIDIFIER FOR IT	11/06/2025	109018	\$130.49
US BANK	HAND DRYER - FCP	11/06/2025	109018	\$933.34
US BANK	CLEANING SUPPLIES/BLINDS	11/06/2025	109018	\$132.42
SYMONS FIRE PROTECTION	FY25 FIRE SUPPRESSION EQUIPMENT SERVICES	11/14/2025	109080	\$510.00
TOTAL PUBLIC FACILITIES				\$28,344.01
1007110 - GF-RECREATION				
US BANK	VETS DAY FLYER- SPANISH TRANSLATION	11/06/2025	109018	\$29.97
US BANK	COFFEE JERSEY DAY	11/06/2025	109018	\$44.00
US BANK	PAINT/BRUSHES - VETS COURTYARD MAINT	11/06/2025	109018	\$57.31
US BANK	JERSEY DAY SUPPLIES	11/06/2025	109018	\$41.40
US BANK	DONUTS FOR JERSEY DAY	11/06/2025	109018	\$65.50
US BANK	CAR WASH - F150 LIGHTNING	11/06/2025	109018	\$19.99
ABLE PATROL & GUARD INC	OCT 25-FCCC GAURD SVC	11/06/2025	109007	\$661.50
SUNBELT RENTALS, INC.	UTLTY VHCL RENTAL - DDLM	11/06/2025	109049	\$155.08
CALIFORNIA OFFICE CLEANING, INC	OCT 25-FCCC CLEANING	11/06/2025	9002522	\$600.00
TOTAL GF-RECREATION				\$1,674.75
1106510 - MEASURE S - ENGINEERING				
UT SAN DIEGO - NRTH COUNTY	INVITING BID 2025-10	11/06/2025	109050	\$801.55
VERDANTAS INC	FCP RAMP GEOTECHNICAL & LAB-9/27/25-10/24/25	11/14/2025	9002559	\$14,359.50
AB HASHMI INC	FCP RAMP IMPROVEMENTS	11/06/2025	109006	\$41,129.93
AB HASHMI INC	FCP RAMP IMPROVEMENTS	11/14/2025	9002543	\$71,182.07
TOTAL MEASURE S - ENGINEERING				\$127,473.05
1356510 - ASSET REPLACEMENT-ENGINEER				
CENTRAL SQUARE	GIS SERVICES	11/06/2025	9002523	\$135.00
TOTAL ASSET REPLACEMENT-ENGINEER				\$135.00
140 - FACILITIES REPLACEMENT				
24 HOUR ELEVATOR, INC	9409.00 CITY HALL ELEVATOR RETENTION	11/06/2025	109005	\$4,490.00
TOTAL FACILITIES REPLACEMENT				\$4,490.00
1605360 - OPEB OBLIGATION				
SELF INSURED SERVICES COMPANY	NOV 25-COBRA DENTAL/DENTAL	11/06/2025	9002520	\$132.90
FIDELITY SECURITY LIFE INSURANCE COMPANY	NOV 25-COBRA VISION	11/06/2025	109026	\$15.44
TOTAL OPEB OBLIGATION				\$148.34
2037510 - HIGHWAY 101 LANDSC #33				
SDG&E CO INC	UTILITIES - 09/06/25 - 10/07/25	11/06/2025	109044	\$3,196.46
NISSHO OF CALIFORNIA	SEP 25- LANDSCAPE MAINTENANCE SERVICES	11/14/2025	9002553	\$1,456.03
TOTAL HIGHWAY 101 LANDSC #33				\$4,652.49

2047520 - MID 9C SANTA FE HILLS

SANTA FE HILLS HOA	FY 25 SURPLUS	11/06/2025	9002536	\$43,983.72
TOTAL MID 9C SANTA FE HILLS				\$43,983.72

2057530 - MID 9E ISLA VERDE

ISLA VERDE HOA	FY25 SURPLUS	11/06/2025	109033	\$667.07
TOTAL MID 9E ISLA VERDE				\$667.07

2077550 - MID 9H SAN ELIJO #2

SAN ELIJO HILLS II HOA	FY25 SURPLUS	11/06/2025	109043	\$67,882.72
TOTAL MID 9H SAN ELIJO #2				\$67,882.72

2087580 - COASTAL RAIL TRAIL MAINT

NISSHO OF CALIFORNIA	SEP 25- LANDSCAPE MAINTENANCE SERVICES	11/14/2025	9002553	\$6,408.89
TOTAL COASTAL RAIL TRAIL MAINT				\$6,408.89

2117600 - STREET LIGHTING DISTRICT

SDG&E CO INC	UTILITIES - 09/01/25 - 10/07/25	11/06/2025	109044	\$9,969.87
YUNEX LLC	SEP 25- STREETLIGHT MAINTENANCE/REPAIRS	11/14/2025	9002561	\$1,516.05
TOTAL STREET LIGHTING DISTRICT				\$11,485.92

2196110 - COPS PROGRAM

SAN DIEGO COUNTY SHERIFFS OFFICE	SEPT 25 - LAW ENFORCEMENT	11/14/2025	109077	\$375,000.00
TOTAL COPS PROGRAM				\$375,000.00

2465200 - MISC GRANTS - CM

US BANK	WATER BOTTLE REFILL STNS	11/06/2025	109018	\$3,308.15
TOTAL MISC GRANTS - CM				\$3,308.15

2505570 - COASTAL BUSINESS/VISITORS

AB HASHMI INC	FCP RAMP IMPROVEMENTS	11/06/2025	109006	\$8,746.32
AB HASHMI INC	FCP RAMP IMPROVEMENTS	11/14/2025	9002543	\$24,240.68
TOTAL COASTAL BUSINESS/VISITORS				\$32,987.00

2556180 - JUNIOR LIFEGUARDS

BILL SMITH FOREIGN CAR SERVICE INC	LABOR & PARTS - BATTERY/DRIVE BELT/ALTERNATOR	11/14/2025	109061	\$1,500.01
TOTAL JUNIOR LIFEGUARDS				\$1,500.01

2706120 - PUBLIC SAFETY- FIRE

VERIZON WIRELESS SD	962428212-00001 - 09/29/25-10/28/25	11/14/2025	109081	\$159.09
ROBERT BARRON	REIMB: STRIKETM-GIFFORD FIRE CFAA	11/06/2025	109040	\$175.40
ZOLL MEDICAL CORPORATION	1 YEAR ZOLL WARRANTY (3 DEVICES)	11/14/2025	109082	\$6,358.50
TOTAL PUBLIC SAFETY- FIRE				\$6,692.99

3207220 - CAPITAL LEASE FUND

CITY NATIONAL BANK	CHVRON#12-015: 12/08	11/14/2025	109065	\$31,216.81
CITY NATIONAL BANK	CHVRON#12-015: 12/08	11/14/2025	109065	\$3,970.20
TOTAL CAPITAL LEASE FUND				\$35,187.01

4506190 - SAND REPLNSHMNT/RETENTION

WARWICK GROUP CONSULTANTS, LLC	OCT 25-PROF SVC	11/14/2025	9002560	\$5,833.00
SUMMIT ENVIROMENTAL GROUP, INC.	OCT 25-9926 PROF SVC	11/14/2025	9002557	\$750.00
TOTAL SAND REPLNSHMNT/RETENTION				\$6,583.00

4506510 - SANDREPLNSHMNT/RETNTN-CIP

AB HASHMI INC	FCP RAMP IMPROVEMENTS	11/06/2025	109006	\$27,696.66
AB HASHMI INC	FCP RAMP IMPROVEMENTS	11/14/2025	9002543	\$76,762.15
TOTAL SANDREPLNSHMNT/RETNTN-CIP				\$104,458.81

459 - MISC. CAPITAL PROJECTS

SOUTHWEST PIPLINE & TRENCHLESS CORP	FY23 SEWER AND STORM DRAIN PROJ	11/06/2025	109046	\$13,359.90
BERT W SALAS INC	FY24 SEWER & STORM DRAIN REHAB PROJECT	11/06/2025	9002521	(\$374.40)

TOTAL MISC. CAPITAL PROJECTS**\$12,985.50****4596510 - MISC.CAPITALPROJECTS-ENG**

DOMUSSTUDIO ARCHITECTURE LLP	SEP 25-9449.02 MS CENTR	11/06/2025	109024	\$1,437.50
BERT W SALAS INC	FY24 SEWER & STORM DRAIN REHAB PROJECT	11/06/2025	9002521	\$7,488.00
AB HASHMI INC	FCP RAMP IMPROVEMENTS	11/06/2025	109006	\$3,469.37
AB HASHMI INC	FCP RAMP IMPROVEMENTS	11/14/2025	9002543	\$9,615.47

TOTAL MISC.CAPITALPROJECTS-ENG**\$22,010.34****509 - SANITATION**

SOUTHWEST PIPELINE & TRENCHLESS CORP	FY23 SEWER AND STORM DRAIN PROJ	11/06/2025	109046	\$15,153.80
BERT W SALAS INC	FY24 SEWER & STORM DRAIN REHAB PROJECT	11/06/2025	9002521	(\$160.30)
BERT W SALAS INC	FY24 SEWER & STORM DRAIN REHAB PROJECT	11/06/2025	9002521	(\$157.91)
MISSION LINEN & UNIFORM INC	FY26 UNIFORM SERVICES FOR PUBLIC WORKS	11/06/2025	109036	\$11.29
MISSION LINEN & UNIFORM INC	FY26 UNIFORM SERVICES FOR PUBLIC WORKS	11/14/2025	109073	\$11.29
MISSION LINEN & UNIFORM INC	FY26 UNIFORM SERVICES FOR PUBLIC WORKS	11/14/2025	109073	\$11.29
AT&T CALNET 3	9391012277 - 09/24/25-10/23/25	11/14/2025	109057	\$19.55

TOTAL SANITATION**\$14,889.01****5096510 - SANITATION-CIP-ENG**

BERT W SALAS INC	FY24 SEWER & STORM DRAIN REHAB PROJECT	11/06/2025	9002521	\$3,206.00
BERT W SALAS INC	FY24 SEWER & STORM DRAIN CONTINGENCY	11/06/2025	9002521	\$3,158.14

TOTAL SANITATION-CIP-ENG**\$6,364.14****652 - SUCCESSOR AGENCY**

COMPUTERSHARE CORPORATE TRUST	INT/PRIN-2017 RA TAR BOND 12/01/25	11/06/2025	9002524	(\$77.96)
COMPUTERSHARE CORPORATE TRUST	INT/PRIN-2017 RA TAR BOND 12/01/25	11/06/2025	9002524	\$70,200.00
COMPUTERSHARE CORPORATE TRUST	INT/PRIN-2017 RA TAR BOND 12/01/25	11/06/2025	9002524	\$29,638.56
DAVIS FARR, LLP	FY 2025 AUDIT SVC THRU OCT 31	11/14/2025	109067	\$1,000.00

TOTAL SUCCESSOR AGENCY**\$100,760.60****REPORT TOTAL:****\$1,485,826.10**



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: December 10, 2025
ORIGINATING DEPT: City Clerk's Department - Angela Ivey, City Clerk
SUBJECT: **2026 City Council Meeting Schedule**

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 in the city or at such other place as may be determined by the council on a day and time set by resolution.” Historically, meeting dates that conflict with official holidays have been cancelled, and a summer recess has been observed. Special Meetings may be scheduled as needed to ensure continuity of City operations .

The purpose of this Staff Report is to forecast and review potential holidays, breaks, and possible Special Meeting dates to anticipate the 2026 Council Meeting schedule.

DISCUSSION:

The proposed 2026 Regular Meeting schedule (Exhibit 1 to Resolution 2025-116) known and potential scheduling conflicts that may require meeting cancellations or the addition of Special Meetings. Annual consideration of the meeting calendar supports efficient planning and the development of an anticipated agenda schedule. Establishing a form schedule also ensures:

- Sufficient time for Staff to prepare Staff Reports and finalize agenda packets.
- Adequate time for Councilmembers to review agenda materials.
- Timely public notice of any cancelled or rescheduled meetings.

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.

CITY COUNCIL ACTION: _____ _____

Meeting Types

Regular Meetings (established by Resolution)
Special Meetings (called at any time)

Agenda Noticing Requirement

72 hours prior to meeting 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 adopt Resolution 2025-116 establishing the 2026 City Council Regular Meeting schedule for specific meeting dates that don't conflict with other City business.

CEQA COMPLIANCE STATEMENT: N/A

FISCAL IMPACT: N/A

WORK PLAN: N/A


OPTIONS:

- Review and approve the proposed 2026 City Council Meeting Schedule.
- Provide alternative direction.

CITY STAFF RECOMMENDATION:

Staff recommends that City Council:

1. Adopt Resolution 2025-116 to establish the 2026 City Council Regular Meeting schedule.


Alyssa Muto, City Manager

Attachment:

1. Resolution 2025-116

RESOLUTION 2025-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, ESTABLISHING THE 2026 REGULAR MEETING DATES AND RE-ESTABLISHING THE CITY COUNCIL REGULAR MEETING DATES

WHEREAS, Government Code § 36805 provides regular meetings of the City Council shall be held at least once a month fixed by ordinance or resolution; and

WHEREAS, Ordinance 330 adopted by City Council on October 19, 2004, amended Section 2.04.070 of the Solana Beach Municipal Code to allow the City Council to change regular time and meeting dates by resolution; and

WHEREAS, on December 7, 2004, the City Council adopted Resolution 2004-178 thereby establishing City Council regular meeting dates and time to the first and third Wednesdays, effective January 19, 2005; and

WHEREAS, on February 23, 2005, the City Council adopted Resolution 2005-019 thereby establishing City Council regular meeting dates and time to the second and fourth Wednesdays of the month at 6:00 p.m; and

WHEREAS, on December 11, 2024, the City Council adopted Resolution 2024-117, rescinding Resolution 2005-019 establishing certain regular meeting dates; and

WHEREAS, the City Council adopts a meeting schedule annually; and

WHEREAS, the City Council desires to establish City Council regular meeting dates and times in accordance with the 2026 City Council meeting calendar (Exhibit A).

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

1. That the above recitation is true and correct.
2. Pursuant to the Solana Beach Municipal Code Section 2.04.070, the City Council shall hold regular meetings in the City Council Chambers of City Hall, 635 South Highway 101, in the City or at such other place as may be determined by the City Council, in accordance with the attached 2026 schedule, Exhibit A.
3. When the day for a regular meeting of the Council falls on a legal

holiday, no meeting shall be held, but a regular meeting shall be held at 6:00 p.m. on the next succeeding business day thereafter, or at such time and place as may be previously established by the Council.

4. If by reason of fire, flood, earthquake or other emergency it is unsafe to meet in the place designated, the meeting may be held for the duration of the emergency at such place as is designated by the mayor, or, if the mayor should fail to act, by three members of the City Council.
5. City Council meetings shall conclude at 10:30 p.m., provided that an item commenced before 10:30 p.m. may be concluded; and further that this time limit may be waived by unanimous vote of all members present.

PASSED AND ADOPTED this 10th day of December 2025, 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 –

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

Exhibit A

2026 City Council Regularly Scheduled Meetings All regular meetings begin at 6:00 pm

January 14, 2026	Wednesday
January 28, 2026	Wednesday
February 18, 2026	Wednesday
February 25, 2026	Wednesday
March 11, 2026	Wednesday
March 25, 2026	Wednesday
April 8, 2026	Wednesday
April 22, 2026	Wednesday
May 6, 2026	Wednesday
May 27, 2026	Wednesday
June 10, 2026	Wednesday
June 24, 2026	Wednesday
July 1, 2026	Wednesday
July 15, 2026	Wednesday
August	Break - Legislative recess
September 9, 2026	Wednesday
September 23, 2026	Wednesday
October 14, 2026	Wednesday
October 28, 2026	Wednesday
November 18, 2026	Wednesday
December 9, 2026	Wednesday

NOTE: The above Meeting schedule is a list of regularly scheduled meetings. Meeting cancellations may occur and additional Special meetings may be scheduled as needed. All Regular Meeting agendas are posted at least 72 hours prior to the meeting time and Special Meetings are posted at least 24 hours prior to the meeting time.

Always check the City's website www.cityofsolanabeach.org under Public Meetings.



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: December 10, 2025
ORIGINATING DEPT: City Clerk's Department - Angela Ivey, City Clerk
SUBJECT: **Council Boards, Committees, & Commissions
Appointments**

BACKGROUND:

The City Council serves on a variety of regional outside Boards, Committees and Commissions and local Council Standing Committees. City Council Policy No. 2 (Attachment 1) establishes guidelines for the City Council to appoint Councilmembers to share in the Council's representation on these agencies and committees. The policy states that appointments will be made for two-year terms, unless otherwise stated by the Boards/Commissions/Committees, 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.

This Staff Report is before Council to review the existing appointments and discuss making any changes, if necessary.

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 the mid-term shall complete the existing two-year term for which they are appointed.

Appointment Review

City Council historically reviews appointments annually and makes changes as needed and for the following events:

CITY COUNCIL ACTION:

Events Triggering Appointment Review	Annually	Bi-annually
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

DISCUSSION:

Regional Committees (Attachment 2)

Attachment 2 lists the City Council's appointments to Regional Agencies' Boards, Committees, and Commissions, each serving a two-year term. The most recent appointments were made in December 2024, following the 2024 general election, and cover the term from January 2025 through January 2027. Prior to this report, the regional chart was updated to reflect the most current organizational information, following an annual verification process.

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 Form 806, which is updated, and posted by the City Clerk, including making updates promptly once notified by a Councilmember or the Board's representative. This procedure allows the governing body to conduct a vote 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 terms, so new appointments or reappointments are not required at this time. Because the current appointments were made in December 2024, only changes to those existing appointments, if any, need to be made.

All appointments to these outside Boards/Commissions/Committees and Council Standing Committees 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 current Regional Boards, Commissions, and Committees appointments at mid-term and, if needed, make changes to fulfill the two-year terms ending January 2027.
2. Review the Council Standing Committees and make only those changes necessary to ensure the two-year terms ending January 2027 are fulfilled.

CITY STAFF RECOMMENDATION:

Approve Department Recommendation


Alyssa Muto, City Manager

Attachments:

1. Council Policy No. 2
2. Council Regional (*external*) Committee Chart
3. Council Standing (*internal*) Committee Chart

CITY OF SOLANA BEACH	Policy No. 2
COUNCIL POLICY	Date Issued: January 19, 1988 Revised: January 23, 2008 by Resolution 2008-22
GENERAL SUBJECT: Boards, Commissions & Committees	
SPECIFIC SUBJECT: 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	City Selection Committee	Heebner Edson (alternate)	Dec 2024 Dec 2024	Dec 2024 - Dec 2026 Jan 2025 - Jan 2027	Annual	2nd Mon of Oct. 11:00am (or called as needed)	Four Points Sheraton Hotel 8110 Aero Drive San Diego, CA 92123	Teresa Zurita 619-531-5434 Teresa.Zurita@sdcounty.ca.gov Sabrina Holden 619-531-5434 sabrina.holden@sdcounty.ca.gov	County of San Diego 1600 Pacific Hwy, Room 402 San Diego, CA 92101	N/A	External agency
2	Clean Energy Alliance (CEA) Joint Powers Authority (JPA)	Becker Zito (alternate)	Dec 2024 Dec 2024	Jan 2025 - Jan 2027 Jan 2025 - Jan 2027	2-Year Terms (Begins following each election cycle, replacements follow existing term)	Last Thurs. month 2:00pm	San Marcos City Hall	Ana Marie Alarcon 760-209-6177 Ext. 702 aalarcon@thecleanenergyalliance.org Amy Williams 760-209-6177 Ext 711 awilliams@thecleanenergyalliance.org	5857 Owens Ave, 3rd Floor Carlsbad, CA 92008 (833) 232-3110	N/A	Joint Partnership
3	CSA 17 County Service Area Form 700 original signature	MacDonald Edson (alternate)	Dec 2024 Dec 2024	Jan 2025 - Jan 2027 Jan 2025 - Jan 2027		1st Tues · 4:00-6:00pm Quarterly (Feb, May, Aug, Nov)	Solana Beach City Hall	Nicole del Toro 619-285-6476 Nicole.deltoro@sdcounty.ca.gov	5560 Overland Avenue, Suite 400 San Diego, CA 92123 619-455-1819 www.sdcountyfire.org www.sandiegocountymems.com	N/A	External agency
4	Escondido Creek Watershed Alliance (ECWA)	Becker / Staff	Dec 2024 Dec 2024	Jan 2025 - Jan 2027		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	League Ca. Cities Exec. Committee (SD County division)	MacDonald Becker (alternate)	Dec 2024 Dec 2024	Jan 2025 - Jan 2027 Jan 2025 - Jan 2027		2nd Mon 11:30am-1:00pm	Four Points Sheraton Hotel 8110 Aero Dr. San Diego, CA	Catherine Hill 619-733-1751 chill@calcities.org	P.O. Box 82081 San Diego, CA 92138 www.calcities.org	N/A	External agency
6	League Ca. Cities Legislative Subcommittee not currently active	MacDonald Becker (alternate)	Dec 2024 Dec 2024	Jan 2025 - Jan 2027 Jan 2025 - Jan 2027		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@calcities.org	P.O. Box 82081 San Diego, CA 92138 www.calcities.org	N/A	External agency
7	League of Ca. Cities Coastal Cities Group	MacDonald Becker (alternate)	Dec 2024 Dec 2024	Jan 2025 - Jan 2027 Jan 2025 - Jan 2027		No Reg. Mtg. Schedule As Needed	By conference call	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	North County Dispatch (NCDJ) Joint Powers Authority (JPA) Form 700 online filing using their e-system	MacDonald Becker (alternate)	Dec 2024 Dec 2024	Jan 2025 - Jan 2027 Jan 2025 - Jan 2027		4th Wed. 10:00am Quarterly (Feb, May, Aug, Nov/Dec)	Oceanside City Hall Council Chambers	Tennille Hays 858-400-2815 thays@ncdjpa.org Christopher Herren cherren@ncdjpa.org Sonia Jackson sjackson@ncdjpa.org	P.O. Box 1206 Rancho Santa Fe, CA 92067-1206 www.ncdjpa.org	\$100	Joint Partnership
9	North County Transit District Form 700 online filing using their e-system	Edson MacDonald (alternate)	Dec 2024 Dec 2024	Jan 2025 - Jan 2027 Jan 2025 - Jan 2027		3rd Thurs · 2:00pm Dark in August	810 Mission Ave. Oceanside CA 92054	Suheil Rodriquez, Clerk of Brd & Mgr of Administration 760-966-6696 clerk@nctd.org	810 Mission Ave. Oceanside, CA 92054 www.gonctd.com	\$150 / Mtg not to exceed \$750 / month	External agency
10	Regional Solid Waste Assoc. - RSWA Joint Powers Authority (JPA) Form 700 online filing using their e-system	Zito MacDonald (alternate)	Dec 2024 Dec 2024	Jan 2025 - Jan 2027 Jan 2025 - Jan 2027		1st Thursday 9:00am-10:30am Quarterly (Jan, April, July, Oct)	Fletcher Cove Community Center	James H. Eggart 714-415-1062 jeggart@woodruff.law Susan M. Morilla 714-415-1020 smorilla@woodruff.law	James H. Eggart, General Manager c/o Woodruff & 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	SANDAG Board of Directors Form 700 online filing	Heebner Zito (1st alternate) Edson (2nd alternate)	Dec 2024 Dec 2024 Dec 2024	Jan 2025 - Jan 2027 Jan 2025 - Jan 2027 Jan 2025 - Jan 2027		2nd Fri 10:30am-12:00pm 4th Fri 9:00am-12:00pm	401 B Street, Suite 800 (7th floor Brd Rm) San Diego, CA 92101	Michael Garcia / Francesca Webb Clerk of the Board clerkoftheboard@sandag.org 619-977-9294 401 B Street, Suite 800, San Diego, CA 92101	1011 Union Street, Suite 400 San Diego, CA 92101 www.sandag.org	\$150 Board \$100 CommAppts	External agency
12	SANDAG Shoreline Preservation Working Group	Becker Zito (alternate)	Dec 2024 Dec 2024	Jan 2025 - Jan 2027 Jan 2025 - Jan 2027		1st Thurs · 11:30am Quarterly (Mar, June, Sept, Dec)	401 B Street, Suite 800 (7th floor Brd Rm) San Diego, CA 92101	Courney Becker 619-699-6942 Courtney.Becker@sandag.org Kim Smith 649-699-6949 Kim.Smith@sandag.org	1011 Union Street, Suite 400 San Diego, CA 92101 www.sandag.org	N/A	External agency
13	San Dieguito River Park Joint Powers Authority (JPA) aka San Dieguito River Park Form 700 original hard copy signature	MacDonald Becker (alternate)	Dec 2024 Dec 2024	Jan 2025 - Jan 2027 Jan 2025 - Jan 2027		3rd Friday 11:00am-12:30pm 2nd Fri. for Dec	County of San Diego 1600 Pacific Hwy Rm 302 San Diego, CA 92101	Dewanda Vandermost 858-674-2270 x10 dewanda@sdrp.org	18372 Sycamore Creek Rd. Escondido, CA 92025 www.sdrp.org	N/A	Joint Partnership
14	San Elijo JPA (SEJPA) Joint Powers Authority (JPA) Form 700 online https://www.southtechhosting.com/SanDiegoCounty/eDisclosure	Zito Becker City Manager (alternate)	Dec 2024 Dec 2024 Dec 2024	Jan 2025 - Jan 2027 Jan 2025 - Jan 2027 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	22nd District Agricultural Association Community Relations	Edson Heebner	Dec 2024 Dec 2024	Jan 2025 - Jan 2027 Jan 2025 - Jan 2027		Scheduled as needed	Del Mar Fairgrounds Admin. Conf. Rm (2nd floor) Jimmy Durante Blvd. Del Mar, CA	Donna O'Leary - office mgr doleary@sdfair.com Carlene Moore 858-792-4490 cmoore@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 12-01-25 Maintained by City Clerk's Office											

COUNCIL COMMITTEES <small>(Councilmembers Appointed to Solana Beach Council Committees and Citizen Commission)</small>									
COMMITTEES - 2 year terms / On-Going Committees (Brown Act Compliant)									SUBJECT TO the "Brown Act "
Standing Committee		Primary Members	Appointed	Term	Mtg Date/Time	Location	Contact	Established Date	<div>SUBJECT TO the "Brown Act"</div> <div>* Not required to establish a regular mtg schedule.</div> <div>* If a regular mtg schedule is established, formally adopted, agendas must be posted 72 hrs prior to the regular meeting.</div> <div>* Otherwise, non-regular mtgs shall meet required noticing for special meetings (24 hrs. prior to meeting)</div> <div>* All Standing Committee Mtgs are Open to the Public</div>
1	Business Liaison 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.	Zito Edson	Dec 2024	Jan 2025 - 2027 Jan 2025 - 2027	Regular Schedule Quarterly 3rd Mon 5:00pm (Jan, Apr, July, Oct)	Solana Beach City Hall	City Mgr	Reso 2005-146 10-26-2005	
2	Fire Department Management Governance & Organizational Evaluation 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.	Edson MacDonald	Dec 2024	Jan 2025 - 2027 Jan 2025 - 2027	As Needed	Encinitas or TBD	City Mgr	Reso 2017-012 1-25-17	
3	Highway 101/Cedros Avenue Development Committee 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.	Heebner Edson	Dec 2024	Jan 2025 - 2027 Jan 2025 - 2027	As Needed	Solana Beach City Hall	City Mgr	Reso 2007-059 05-23-2007	
4	Parks and Recreation 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.	Zito Edson	Dec 2024	Jan 2025 - 2027 Jan 2025 - 2027	As Needed	Solana Beach City Hall	City Mgr	Reso 2011-023 02-09-2011	
5	Public Arts 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.	Edson Heebner	Dec 2024	Jan 2025 - 2027 Jan 2025 - 2027	As Needed	Solana Beach City Hall	City Mgr	Reso 2005-146 10-26-2005	
6	School Relations 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.	Becker MacDonald	Dec 2024	Jan 2025 - 2027 Jan 2025 - 2027	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	Solana Beach - Del Mar Relations To discuss and address items of mutual interest of each City.	Heebner Edson	Dec 2024	Jan 2025 - 2027 Jan 2025 - 2027	As Needed	TBD	City Mgr	Reso 2017-148 9-27-2017	
Citizen Commission(s) <small>Councilmember(s) Appointed To/Serving On Citizen Commissions</small>		Members		Appointed Date	Mtg Date/Time	Location	Contact	Established Date	
1	Climate Action Commission 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.	Zito (primary) Becker (alternate)	Dec 2024	Jan 2025 - 2027 Jan 2025 - 2027	Regular Schedule Monthly 3rd Wed. 5:30pm	Solana Beach City Hall	City Mgr	Reso 2015-127 11-04-2015	



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: December 10, 2025
ORIGINATING DEPT: Public Works Department – Luis Carrillo, Deputy Director of Public Works
SUBJECT: **City Council Consideration of Resolution 2025-122 Amending the Professional Services Agreement with Yunex, LLC, for Streetlight Maintenance and Repairs**

BACKGROUND:

The Public Works Department manages the Streetlight Maintenance and Repair Program, which includes annual routine maintenance, inspection and testing, photocell and ballast replacements, LED retrofits or upgrades, replacement of knocked down streetlights, foundation and pole repairs, and dig alert mark outs. Most services performed under this agreement are “on-call, as-needed” and primarily include repairs and restoration of streetlights damaged by storms, vehicle accidents, and vandalism. These essential services are delivered by professional service providers selected through a competitive selection process. The current contract with Yunex, LLC, (Yunex), the City's current service provider, is set to remain in effect until June 2026.

This item is before the City Council for consideration of Resolution 2025-122 (Attachment 1) to authorize the City Manager to execute an amendment to the Professional Services Agreement with Yunex and to increase the budgeted annual contract amount by \$37,445 for costs associated with additional emergency/on-call services.

DISCUSSION:

At the regular City Council meeting on June 9, 2021, the Council adopted Resolution 2021-067, authorizing the City Manager to execute a five-year Professional Services Agreement (PSA), one initial year with four discretionary annual extensions, with Yunex for streetlight maintenance and repairs. The PSA was established with an annual not-to-exceed amount of \$65,800, which includes funding for routine maintenance and as-needed services.

COUNCIL ACTION:

Due to recent vehicle accidents that resulted in damage to decorative streetlights, additional funding is necessary to address the unexpected repair and replacement costs. While the existing budget adequately covers routine maintenance and typical on-call repairs, these incidents have created unanticipated expenses that exceed the current as-needed allocation.

Staff recommends amending the PSA to add \$37,445 for as-needed services in Fiscal Year 2025/2026 to ensure timely restoration of the damaged streetlights and to maintain the safety and aesthetics of the City's streetscape.

The City's Senior Insurance and Risk Manager is actively working with the applicable insurance companies and/or courts to pursue reimbursement for the costs associated with these repairs. Full recovery is not always possible, but any funds recovered through insurance claims will offset the additional expenses incurred, thereby reducing the overall fiscal impact on the City.

CEQA COMPLIANCE STATEMENT:

All work covered by this agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(b) of the State CEQA Guidelines.

FISCAL IMPACT:

This item is to authorize the City Manager to execute an amendment to the PSA with Yunex for streetlight as-needed services, in the amount of \$37,445. There are no increases to routine contracted service costs. Additional appropriations of \$37,445 are needed from Streetlight Fund Balance to increase the FY 2025/26 budget in the Streetlight Professional Services (2117600-65300), section of the Operating Budget.

Table 1 below provides a summary of the total project costs:

Table 1: Total Project Costs

Accident Type	Location	Damage	Cost	
Vehicle Accident	301 N. Highway 101	Decorative Streetlight Base Cover	\$4,775.10	
Vehicle Accident	349 N. Highway 101	Decorative Streetlight Base Cover	\$4,775.10	
Vehicle Accident	Northend of the Coastal Rail Trail	2 Decorative Streetlights	\$27,895	
			Grand Total:	\$37,445

The current PSA is for a total not-to-exceed amount of \$65,800 per fiscal year. The amendment would increase compensation by \$37,445 for Fiscal Year 2025/26 only, increasing the not-to-exceed amount to \$103,245.

WORK PLAN:

The amendment to the PSA amount aligns with the Work Plan priority of General Governance and Fiscal Responsibility by supplementing core maintenance functions for specialized services.

OPTIONS:

- Adopt Staff recommendations.
- Reject Staff recommendation and provide direction.

CITY STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2025-122:

1. Authorizing the City Manager to execute an amendment to the Professional Services Agreement with Yunex, LLC, for Streetlight As-Needed Services for Fiscal Year 2025/26 only, increasing the contract by \$37,445 for a total not-to-exceed amount of \$103,245 for Fiscal Year 2025/26 only.
2. Authorizing the City Treasurer to amend the FY 2025-2026 Adopted Budget accordingly, by increasing Streetlight Professional Services Budget Account 2117600-65300 by \$37,445.



Alyssa Muto, City Manager

Attachments:

1. Resolution 2025-122

RESOLUTION 2025-122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH YUNEX, LLC, FOR STREET MAINTENANCE AND REPAIRS.

WHEREAS, the Public Works Department manages the Streetlight Maintenance and Repair Program, which includes annual routine maintenance, inspection and testing, photocell and ballast replacements, LED retrofits or upgrades, replacement of knocked down streetlights, foundation and pole repairs, and dig alert mark outs. Most services performed under this agreement are “on-call, as-needed” and primarily include repairs and restoration of streetlights damaged by storms, vehicle accidents, and vandalism.; and

WHEREAS, due to recent vehicle accidents that resulted in damage to decorative streetlights, additional funding is necessary to address the unexpected repair and replacement costs. While the existing budget adequately covers routine maintenance and typical on-call repairs, these incidents have created unanticipated expenses that exceed the current as-needed allocation; and

WHEREAS, Staff recommends amending the PSA to add \$37,445 for as-needed services in Fiscal Year 2025/2026 to ensure timely restoration of the damaged streetlights and to maintain the safety and aesthetics of the City’s streetscape; and

WHEREAS, the City’s Senior Insurance and Risk Manager is actively working with the applicable insurance companies and courts to pursue reimbursement for the costs associated with these repairs; and

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

1. That the foregoing recitations are true and correct.
2. That the City Council authorizes the City Manager to execute an amendment to the Professional Services Agreement with Yunex, LLC, for Streetlight As-Needed Services for Fiscal Year 2025/26 only, increasing the contract by \$37,445 for a total not-to-exceed amount of \$103,245 for Fiscal Year 2025/26 only.
3. That the City Council authorizes the City Treasurer to amend the FY 2025/2026 Adopted Budget by increasing Streetlight Professional Services Budget Account 2117600-65300 by \$37,445.

PASSED AND ADOPTED this 10th day of December 2025, at a regularly scheduled

meeting of the City Council of the City of Solana Beach, California by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



STAFF REPORT

CITY OF SOLANA BEACH/SOLANA BEACH SUCCESSOR AGENCY

TO: Honorable Mayor/Chair and City Councilmembers/Directors
FROM: Alyssa Muto, City Manager/Executive Director
MEETING DATE: December 10, 2025
ORIGINATING DEPT: Finance Department – Rachel Jacobs, Finance Director
SUBJECT: **City Council/Successor Agency Consideration of Resolution SA-035 Approving the Administrative Budget and Resolution SA-036 Approving the Recognized Obligation Payment Schedule (ROPS) Both for the Period July 1, 2026 to June 30, 2027**

BACKGROUND:

As of February 1, 2012, the Solana Beach Redevelopment Agency (the “Agency”) was dissolved pursuant to Assembly Bill (AB) 1x26, which was found to be constitutional by the California Supreme Court in its decision in the *California Redevelopment Association v. Matosantos* case. Prior to the dissolution of the Agency, on January 11, 2012, the City Council adopted Resolution 2012-011, electing to become the Successor Agency (SA) to the Agency. Included as part of this legislation was the formation of a Countywide Oversight Board (OB) to replace all local Oversight Boards for each city’s SA to be effective July 1, 2016. However, Senate Bill (SB) 107 delayed the formation of this Countywide OB until July 1, 2018.

On June 27, 2012, as part of the Fiscal Year (FY) 2012/13 State budget package, the Legislature passed, and the Governor signed, AB 1484, the primary purpose of which was to make technical and substantive amendments to AB 1x26, and SB 107 (collectively referred to as the “Dissolution Laws”), based on experience at the State and local level in implementing AB 1x26. AB 1484 made several changes to the process and timing for preparation and approval of a SA’s Recognized Obligation Payment Schedule (ROPS). The ROPS sets forth the payment amounts needed for the SA to meet its outstanding enforceable obligations for each fiscal year period until all outstanding debt and obligations are paid.

As part of the FY 2015/16 State budget package, the Legislature passed Senate Bill (SB) 107. As a budget “trailer bill”, SB 107 took immediate effect upon signature by the Governor on September 22, 2015. The primary purpose of SB 107 was to make

SUCCESSOR AGENCY ACTION: _____

technical and substantive amendments to the existing Dissolution Laws including requiring an annual rather than a biannual ROPS and new administrative cost allocation formulas.

This item is before the City Council, in its capacity as the SA, for consideration of Resolution SA-035 (Attachment 1) approving the SA's Administrative Budget for the period of July 1, 2026, to June 30, 2027, and Resolution SA-036 (Attachment 2) approving the ROPS 26-27 for the period of July 1, 2026, to June 30, 2027.

DISCUSSION:

Recognized Obligation Payment Schedule (ROPS)

As noted above, the ROPS sets forth the payment amounts needed for the SA to meet its outstanding enforceable obligations for each fiscal year period until all outstanding debt and obligations are paid. The ROPS 26-27 will cover the twelve-month enforceable obligation payment cycle under the Dissolution Laws and will control distributions from the Redevelopment Property Tax Trust Fund ("RPTTF") to pay enforceable obligations during the period from July 2026 through June 2027. The enforceable obligations in Solana Beach consist primarily of bond payments (which includes \$200,963 in annual bond debt service and \$7,200 in related fees).

The ROPS 26-27 must be prepared on a template form released by the Department of Finance (DOF) and must be approved by the SA's Oversight Board and transmitted to the DOF and other specified recipients by February 1, 2026. As previously noted, beginning with the ROPS 19-20 there is one Countywide Oversight Board as opposed to individual Oversight Boards for each successor agency. The DOF must approve or disapprove the various enforceable obligations (including payment amounts and funding sources) set forth on an oversight board-approved ROPS 26-27 by April 15, 2026. If necessary, the SA then has five (5) business days to request a "meet and confer" session with the DOF to seek reconsideration by the DOF of any disputed enforceable obligation items.

The DOF meet and confers will generally occur within the following 30-day period, with the DOF required to provide its final determination on ROPS 26-27 enforceable obligations by May 18, 2026 (14 days prior to the next RPTTF distribution). The ROPS 26-27 preparation and approval process will culminate this year with a June 1, 2026 distribution to the SA of RPTTF funds by each county auditor-controller to cover specified administrative costs and for payment of upcoming enforceable obligations during July 2026 through June 2027, along with RPTTF pass-through payments and the distribution of any remaining residual RPTTF funds to other affected taxing entities.

The ROPS 26-27 will be submitted to the Oversight Board for approval at their regular meeting on January 15, 2026, with a subsequent submission to the DOF by the February 1, 2026 deadline.

The ROPS 26-27 (Attachment 3) consists entirely of items included on ROPS 25-26 and previously approved by the DOF.

If necessary, pursuant to SB 107, the annual ROPS can only be amended once and no later than October 1st of a given fiscal year.

Successor Agency Administrative Budget and Administrative Cost Allowance

Pursuant to the Dissolution Laws, the SA must also prepare an Administrative Budget (Attachment 4) for the fiscal year for approval by the Oversight Board. Before the passage of SB 107, the SA was entitled to an Administrative Cost Allowance for a fiscal year equal to the greater of \$250,000 or 3% of the RPTTF received by the SA from the County Auditor-Controller to make enforceable obligation payments during the fiscal year. In the case of Solana Beach, prior to the passage of SB 107, the SA typically received \$250,000 annually or \$125,000 for each six-month ROPS period.

Beginning July 1, 2016, the Administrative Cost Allowance is the greater of \$250,000 or up to 3% of the actual RPTTF distributed to the successor agency in the preceding fiscal year, reduced by the SA's Administrative Cost Allowance. However, in no case can the Administrative Cost Allowance exceed 50% of the total RPTTF to pay enforceable obligations in the preceding fiscal year, reduced by administrative costs paid for by RPTTF. In Solana Beach, under the 50% formula, the maximum Administrative Cost Allowance would be \$80,282 for the upcoming ROPS period. Last year, or FY 2025/26, the City requested and was approved for \$33,650 based on projected SA administrative expenditures.

The Administrative Cost Allowance calculation for the period of July 1, 2026, to June 30, 2027, using the criteria in the paragraph above, is shown in the Administrative Cost Allowance (ACA) for ROPS 25-26 table in Attachment 5.

This Administrative Budget must include:

- Estimated amounts for SA administrative costs for the upcoming two six-month periods.
- Proposed sources of payment for such administrative costs, which may include the Administrative Cost Allowance described below, as well as other eligible sources available to the SA.
- Proposals for arrangements for administrative/operations services to be provided to the SA by the Sponsoring Community or other entity.

The Administrative Budget for the period of July 1, 2026, to June 30, 2027, is prepared in conjunction with the ROPS for the same time period. Though the SA can request up to \$80,282 as an Administrative Cost Allowance, the SA is requesting an amount of \$46,070 for the Administrative Budget for July 1, 2026, to June 30, 2027. The Administrative Budget includes \$24,424 for Staff salary and benefits to reimburse the City of Solana Beach (City) for Staff work, \$5,500 for legal and audit professional services, \$500 for materials and supplies, and \$15,646 for related costs based on the City's cost allocation plan that are based on a City-wide allocation of Staff salary and benefits.

The requested Administrative Budget amount of \$46,070 for FY 2026/27 is an increase over the \$33,650 amount requested in FY 2025/26 due to salary & benefit increases, as well as increased City-wide allocation based on the updated cost allocation plan.

The Administrative Budget will also be submitted to the Oversight Board for approval at a regular meeting on January 15, 2026. The administrative budget is no longer required to be submitted to the DOF for their approval.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

For the ROPS 26-27 period, enforceable obligations for which RPTTF will be requested total \$254,233. This amount includes \$200,963 of bond debt service payments, \$7,200 of bond-related fees, and \$46,070 for Successor Agency Administrative Costs.

WORK PLAN:

N/A

OPTIONS:

- Approve Staff recommendation.
- Approve Staff recommendation with alternative amendments/modifications.
- Provide direction and feedback.

CITY STAFF RECOMMENDATION:

Staff recommends that the Successor Agency:

1. Receive the Successor Agency's enforceable obligations payment information and administrative budget for the period July 1, 2026 to June 30, 2027.
2. Adopt Resolution SA-035 approving the SA Administrative Budget for July 1, 2026 to June 30, 2027.

3. Adopt Resolution SA-036 approving the ROPS 26-27 for July 1, 2026 to June 30, 2027.



Alyssa Muto, City Manager/Executive Director

Attachments:

1. Resolution SA-035
2. Resolution SA-036
3. Recognized Obligation Payment Schedule for the period July 1, 2026, to June 30, 2027.
4. Successor Agency Administrative Budget for the period July 1, 2026, to June 30, 2027.
5. Administrative Cost Allowance (ACA) for ROPS 26-27

SUCCESSOR AGENCY RESOLUTION SA-035

RESOLUTION OF THE SUCCESSOR AGENCY FOR THE SOLANA BEACH REDEVELOPMENT AGENCY APPROVING THE SUCCESSOR AGENCY ADMINISTRATIVE BUDGET FOR FISCAL YEAR 2026/27 AND REQUESTING OVERSIGHT BOARD APPROVAL

WHEREAS, on December 29, 2011, the California Supreme Court delivered its decision in *California Redevelopment Association v. Matosantos*, finding Assembly Bill 1X26 (the "Dissolution Act") largely constitutional; and

WHEREAS, under the Dissolution Act and the California Supreme Court's decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Solana Beach Redevelopment Agency (the "Former RDA"), were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, on January 11, 2012, the City Council of the City of Solana Beach adopted Resolution No. 2012-011 accepting for the City the role of Successor Agency to the Former RDA (the "Successor Agency"); and

WHEREAS, under the Dissolution Act, an oversight board is established for each successor agency to a former redevelopment agency with the responsibility of overseeing the activities of the successor agency and approving certain actions of the successor agency in connection with the successor agency's wind down of the affairs of the former redevelopment agency; and

WHEREAS, the oversight board (the "Oversight Board") for the Successor Agency has been duly constituted pursuant to the Dissolution Act: and

WHEREAS, Health & Safety Code Section 34177(j) requires the Successor Agency to prepare an Administrative Budget for Fiscal Year 2026/27 and to submit it to the Oversight Board for approval; and

WHEREAS, an Administrative Budget for Fiscal Year 2026/27 has been prepared in conformance with State law and has been presented to the Successor Agency.

NOW, THEREFORE, BE IT RESOLVED, by the Successor Agency for the Solana Beach Redevelopment Agency, as follows:

Section 1. Recitals Correct. The Successor Agency finds that the above Recitals are true and correct and have served as the basis for the findings and approvals set forth below.

Section 2. Approval of Administrative Budget for Fiscal Year 2026/27. The Successor Agency hereby approves the Administrative Budget for Fiscal Year 2026/27, attached hereto as Exhibit A.

Section 3. Request for Oversight Board Approval of Administrative Budget.

The Successor Agency hereby requests the Oversight Board to approve the Administrative Budget for Fiscal Year 2026/27, attached hereto as Exhibit A.

Section 4. California Environmental Quality Act. The Successor Agency determines that the activity approved by this Resolution is not a “project” for purposes of CEQA, as that term is defined by Guidelines Section 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines.

Section 5. Further Actions and Documents. The Executive Director or designee, following consultation with the Agency Counsel, is authorized to take all actions and execute all documents on behalf of the Successor Agency necessary to effectuate the purpose of this Resolution.

Section 6. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that its board would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 7. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED, AND ADOPTED by the Successor Agency to the Solana Beach Redevelopment Agency at its meeting held on the 10th day of December 2025, by the following vote:

AYES: Board Member –
NOES: Board Member –
ABSENT: Board Member –
ABSTAIN: Board Member –

LESA HEEBNER, Chair

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, Agency Counsel

ANGELA IVEY, Agency Secretary

Exhibit A
Resolution SA-035

SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SOLANA BEACH
ADMINISTRATIVE BUDGET
July 1, 2026 to June 30, 2027

Expenditure Category	Payee	Description	Amount
Salary/Benefits	Various	Employee Salaries and Benefits	24,424
Legal Services	Burke Williams Sorensen LLP, et al	Contract for Professional Services-Legal	1,000
Legal Services	Various	Contract for Professional Services-Legal	500
Audit	Davis Farr	Contract for Professional Services-Audit	4,000
Material, Supplies, & Services	Various	Costs - material, supplies and services expenditure categories	500
Administrative Charges	City of Solana Beach	Successor Agency share of City's overhead costs	13,646
Claims Liability Charges	City of Solana Beach	Successor Agency share of City's self-insured liability	0
Workers Comp Charges	City of Solana Beach	Successor Agency share of City's workers comp liability	0
Pension Trust Charges	City of Solana Beach	Successor Agency share of City's pension trust liability	2,000
OPEB Trust Charges	City of Solana Beach	Successor Agency share of City's OPEB liability	0
TOTAL			\$ 46,070

1. The Successor Agency has arranged with the City of Solana Beach to provide the staff, material, and equipment needed to administer the Successor
2. Activities may be added, revised, or deleted from this listing as needed during the RDA dissolution process.
3. Costs shown for each activity are estimates only. Actual costs required for each activity may be higher or lower than the amount shown, not to exceed the TOTAL maximum amount shown.

RESOLUTION SA-036

RESOLUTION OF THE SUCCESSOR AGENCY FOR THE SOLANA BEACH REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR FISCAL YEAR 2026/27 AND REQUESTING OVERSIGHT BOARD APPROVAL

WHEREAS, on December 29, 2011, the California Supreme Court delivered its decision in *California Redevelopment Association v. Matosantos*, finding Assembly Bill 1X26 (the "Dissolution Act") largely constitutional; and

WHEREAS, under the Dissolution Act and the California Supreme Court's decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Solana Beach Redevelopment Agency (the "Former RDA"), were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, on January 11, 2012, the City Council of the City of Solana Beach adopted Resolution No. 2012-011 accepting for the City the role of Successor Agency to the Former RDA (the "Successor Agency"); and

WHEREAS, under the Dissolution Act, an oversight board is established for each successor agency to a former redevelopment agency with the responsibility of overseeing the activities of the successor agency and approving certain actions of the successor agency in connection with the successor agency's wind down of the affairs of the former redevelopment agency; and

WHEREAS, the oversight board (the "Oversight Board") for the Successor Agency has been duly constituted pursuant to the Dissolution Act; and

WHEREAS, Health & Safety Code Sections 34177(l) and 34177(o) require the Successor Agency to submit a Recognized Obligation Payment Schedule ("ROPS") for fiscal year 2026/27 to the San Diego County Auditor-Controller and the California Department of Finance by February 1, 2026, after approval by the Oversight Board; and

WHEREAS, a ROPS for Fiscal Year 2026/27 has been prepared in conformance with State law and has been presented to the Successor Agency.

NOW, THEREFORE, BE IT RESOLVED, by the Successor Agency for the Solana Beach Redevelopment Agency, as follows:

Section 1. Recitals Correct. The Successor Agency finds that the above Recitals are true and correct and have served as the basis for the findings and approvals set forth below.

Section 2. Approval of ROPS for Fiscal Year 2026/27. The Successor Agency hereby approves the Recognized Obligation Payment Schedule for Fiscal Year 2026/27, attached hereto as Exhibit A.

Section 3. Request for Oversight Board Approval of ROPS. The Successor Agency hereby requests the Oversight Board to approve the Recognized Obligation Payment Schedule for Fiscal Year 2026/27, attached hereto as Exhibit A.

Section 4. California Environmental Quality Act. The Successor Agency determines that the activity approved by this Resolution is not a “project” for purposes of CEQA, as that term is defined by Guidelines Section 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines.

Section 5. Further Actions and Documents. The Executive Director or designee, following consultation with the Agency Counsel, is authorized to take all actions and execute all documents on behalf of the Successor Agency necessary to effectuate the purpose of this Resolution.

Section 6. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that its board would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 7. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED, AND ADOPTED by the Successor Agency to the Solana Beach Redevelopment Agency at its meeting held on the 10th day of December 2025, by the following vote:

AYES: Board Member –
NOES: Board Member –
ABSENT: Board Member –
ABSTAIN: Board Member –

LESA HEEBNER, Chair

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, Agency Counsel

ANGELA IVEY, Agency Secretary

**Exhibit A
Resolution SA-036**

**Recognized Obligation Payment Schedule (ROPS 26-27) - Summary
Filed for the July 1, 2026 through June 30, 2027 Period**

Successor Agency: Solana Beach

County: San Diego

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	26-27A Total (July - December)	26-27B Total (January - June)	ROPS 26-27 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 150,151	\$ 104,082	\$ 254,233
F RPTTF	104,081	104,082	208,163
G Administrative RPTTF	46,070	-	46,070
H Current Period Enforceable Obligations (A+E)	\$ 150,151	\$ 104,082	\$ 254,233

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Solana Beach
Recognized Obligation Payment Schedule (ROPS 26-27) - ROPS Detail
July 1, 2026 through June 30, 2027

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 26-27 Total	ROPS 26-27A (Jul - Dec)					26-27A Total	ROPS 26-27B (Jan - Jun)					26-27B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$3,532,284		\$254,233	\$-	\$-	\$-	\$104,081	\$46,070	\$150,151	\$-	\$-	\$-	\$104,082	\$-	\$104,082
2	Trustee Services	Fees	06/01/2006	12/01/2035	ComputerShare	Contract for Professional Services-Trustee Services	Solana Beach Redevelopment Project	40,000	N	\$4,000	-	-	-	2,000	-	\$2,000	-	-	-	2,000	-	\$2,000
3	Continuing Disclosure	Fees	06/01/2006	12/01/2035	Urban Futures	Contract for Professional Services-Continuing Disclosure	Solana Beach Redevelopment Project	28,700	N	\$2,200	-	-	-	1,100	-	\$1,100	-	-	-	1,100	-	\$1,100
4	Arbitrage	Fees	06/01/2006	12/01/2035	Koppel and Gruber	Contract for Professional Services - Arbitrage	Solana Beach Redevelopment Project	8,900	N	\$1,000	-	-	-	500	-	\$500	-	-	-	500	-	\$500
21	Legal Services	Litigation	01/01/2014	12/01/2035	Burke Williams Sorensen LLP (BWS LLP), Solana Beach Successor Agency	Defend Third Party litigation against Successor Agency regarding case: "The Affordable Housing Coalition of San Diego v Sandoval, et al." Case No. 34-2012-80001158-CU-WM-GDS	Solana Beach Redevelopment Project	95,000	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
22	Successor Agency Administrative Expenses	Admin Costs	01/01/2014	12/01/2035	City of Solana Beach	Successor Agency administrative obligations relating to maintaining payments on enforceable obligations and other activities as required by AB1X26	Solana Beach Redevelopment Project	1,357,193	N	\$46,070	-	-	-	-	46,070	\$46,070	-	-	-	-	-	\$-
24	2017 Tax Allocation Refunding Bond	Bonds Issued After 12/31/10	11/10/2017	12/01/2035	ComputerShare	Refunding of 2006 Tax Allocation Bonds that were used to fund Public Improvements		1,907,491	N	\$200,963	-	-	-	100,481	-	\$100,481	-	-	-	100,482	-	\$100,482
25	Legal Services	Litigation	01/01/2017	12/01/2035	Burke Williams Sorensen LLP (BWS LLP), Colantuono, Highsmith & Whatley, PC, and Solana Beach SA	Defend Third Party litigation against Successor Agency regarding case: "San Diego County Board of Education, et al v Sandoval, et al." Case No. 37-2017-00019775-CU-WM-CTL		95,000	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-

Solana Beach
Recognized Obligation Payment Schedule (ROPS 26-27) - Report of Cash Balances
July 1, 2023 through June 30, 2024
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 23-24 Cash Balances (07/01/23 - 06/30/24)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/23) RPTTF amount should exclude "A" period distribution amount.					20,251	20-21 PPA
2	Revenue/Income (Actual 06/30/24) RPTTF amount should tie to the ROPS 23-24 total distribution from the County Auditor-Controller					282,460	
3	Expenditures for ROPS 23-24 Enforceable Obligations (Actual 06/30/24)					254,280	
4	Retention of Available Cash Balance (Actual 06/30/24) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						
5	ROPS 23-24 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 23-24 PPA form submitted to the CAC		No entry required			48,431	
6	Ending Actual Available Cash Balance (06/30/24) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$-	\$-	

Solana Beach
Recognized Obligation Payment Schedule (ROPS 26-27) - Notes
July 1, 2026 through June 30, 2027

Item #	Notes/Comments
2	
3	
4	
21	Decreased to zero, due to no related expenditures in multiple years
22	
24	
25	Decreased to zero, due to no related expenditures in multiple years

Recognized Obligation Payment Schedule (ROPS 26-27) - Summary
Filed for the July 1, 2026 through June 30, 2027 Period

Successor Agency: Solana Beach

County: San Diego

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	26-27A Total (July - December)	26-27B Total (January - June)	ROPS 26-27 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 150,151	\$ 104,082	\$ 254,233
F RPTTF	104,081	104,082	208,163
G Administrative RPTTF	46,070	-	46,070
H Current Period Enforceable Obligations (A+E)	\$ 150,151	\$ 104,082	\$ 254,233

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Solana Beach Recognized Obligation Payment Schedule (ROPS 26-27) - ROPS Detail July 1, 2026 through June 30, 2027																						
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 26-27 Total	ROPS 26-27A (Jul - Dec)					26-27A Total	ROPS 26-27B (Jan - Jun)					26-27B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$3,532,284		\$254,233	\$-	\$-	\$-	\$104,081	\$46,070	\$150,151	\$-	\$-	\$-	\$104,082	\$-	\$104,082
2	Trustee Services	Fees	06/01/2006	12/01/2035	ComputerShare	Contract for Professional Services-Trustee Services	Solana Beach Redevelopment Project	40,000	N	\$4,000	-	-	-	2,000	-	\$2,000	-	-	-	2,000	-	\$2,000
3	Continuing Disclosure	Fees	06/01/2006	12/01/2035	Urban Futures	Contract for Professional Services-Continuing Disclosure	Solana Beach Redevelopment Project	28,700	N	\$2,200	-	-	-	1,100	-	\$1,100	-	-	-	1,100	-	\$1,100
4	Arbitrage	Fees	06/01/2006	12/01/2035	Koppel and Gruber	Contract for Professional Services - Arbitrage	Solana Beach Redevelopment Project	8,900	N	\$1,000	-	-	-	500	-	\$500	-	-	-	500	-	\$500
21	Legal Services	Litigation	01/01/2014	12/01/2035	Burke Williams Sorensen LLP (BWS LLP), Solana Beach Successor Agency	Defend Third Party litigation against Successor Agency regarding case: "The Affordable Housing Coalition of San Diego v Sandoval, et al." Case No. 34-2012-80001158-CU-WM-GDS	Solana Beach Redevelopment Project	95,000	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
22	Successor Agency Administrative Expenses	Admin Costs	01/01/2014	12/01/2035	City of Solana Beach	Successor Agency administrative obligations relating to maintaining payments on enforceable obligations and other activities as required by AB1X26	Solana Beach Redevelopment Project	1,357,193	N	\$46,070	-	-	-	-	46,070	\$46,070	-	-	-	-	-	\$-
24	2017 Tax Allocation Refunding Bond	Bonds Issued After 12/31/10	11/10/2017	12/01/2035	ComputerShare	Refunding of 2006 Tax Allocation Bonds that were used to fund Public Improvements		1,907,491	N	\$200,963	-	-	-	100,481	-	\$100,481	-	-	-	100,482	-	\$100,482
25	Legal Services	Litigation	01/01/2017	12/01/2035	Burke Williams Sorensen LLP (BWS LLP), Colantuono, Highsmith & Whatley, PC, and Solana Beach SA	Defend Third Party litigation against Successor Agency regarding case: "San Diego County Board of Education, et al v Sandoval, et al." Case No. 37-2017-00019775-CU-WM-CTL		95,000	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-

Solana Beach
Recognized Obligation Payment Schedule (ROPS 26-27) - Report of Cash Balances
July 1, 2023 through June 30, 2024
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 23-24 Cash Balances (07/01/23 - 06/30/24)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/23) RPTTF amount should exclude "A" period distribution amount.					20,251	20-21 PPA
2	Revenue/Income (Actual 06/30/24) RPTTF amount should tie to the ROPS 23-24 total distribution from the County Auditor-Controller					282,460	
3	Expenditures for ROPS 23-24 Enforceable Obligations (Actual 06/30/24)					254,280	
4	Retention of Available Cash Balance (Actual 06/30/24) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						
5	ROPS 23-24 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 23-24 PPA form submitted to the CAC		No entry required			48,431	
6	Ending Actual Available Cash Balance (06/30/24) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$-	\$-	

Solana Beach
Recognized Obligation Payment Schedule (ROPS 26-27) - Notes
July 1, 2026 through June 30, 2027

Item #	Notes/Comments
2	
3	
4	
21	Decreased to zero, due to no related expenditures in multiple years
22	
24	
25	Decreased to zero, due to no related expenditures in multiple years

ATTACHMENT 4

**SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SOLANA BEACH
ADMINISTRATIVE BUDGET
July 1, 2026 to June 30, 2027**

Expenditure Category	Payee	Description	Amount
Salary/Benefits	Various	Employee Salaries and Benefits	24,424
Legal Services	Burke Williams Sorensen LLP, et al	Contract for Professional Services-Legal	1,000
Legal Services	Various	Contract for Professional Services-Legal	500
Audit	Davis Farr	Contract for Professional Services-Audit	4,000
Material, Supplies, & Services	Various	Costs - material, supplies and services expenditure categories	500
Administrative Charges	City of Solana Beach	Successor Agency share of City's overhead costs	13,646
Claims Liability Charges	City of Solana Beach	Successor Agency share of City's self-insured liability	0
Workers Comp Charges	City of Solana Beach	Successor Agency share of City's workers comp liability	0
Pension Trust Charges	City of Solana Beach	Successor Agency share of City's pension trust liability	2,000
OPEB Trust Charges	City of Solana Beach	Successor Agency share of City's OPEB liability	0
TOTAL			\$ 46,070

1. The Successor Agency has arranged with the City of Solana Beach to provide the staff, material, and equipment needed to administer the Successor
2. Activities may be added, revised, or deleted from this listing as needed during the RDA dissolution process.
3. Costs shown for each activity are estimates only. Actual costs required for each activity may be higher or lower than the amount shown, not to exceed the TOTAL maximum amount shown.

Administrative Cost Allowance (ACA) for ROPS 26-27

A	July to Dec RPTTF Distribution	\$	68,389
B	Jan to June RPTTF Distribution		125,824
C = A+B	Actual RPTTF Distributed Prior Fiscal Year (2025/26)	\$	194,213
D	Less: Prior Fiscal Year Administrative Cost Allowance		33,650
E=C-D	Adjusted RPTTF Distribution Prior Fiscal Year	\$	160,563
	Multiply Adjusted RPTTF by 3%		3%
F=E x 3%	Agency Calculated ACA	\$	4,816.89
G	Allowable ACA:		
	Greater of \$250,000 per fiscal year	\$	250,000
			or
	3% of Adjusted RPTTF Distribution (F)	\$	4,817
			or
	The annual ACA shall not exceed 50% of the Adjusted RPTTF distribution (E x 50%)	\$	80,282

Since the Administrative Cost Allowance cannot exceed 50% of the total RPTTF distributed to pay enforceable obligations in the preceding fiscal year, reduced by administrative costs paid for by RPTTF, the SA's maximum allowable Administrative Cost Allowance is \$80,282.



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: December 10, 2025
ORIGINATING DEPT: Community Development Department – Joseph Lim, Community Development Director
SUBJECT: **Professional Service Agreement with for Wireless Communications Facilities Plan Review and Inspection Services Resolution 2025-124**

BACKGROUND:

The Community Development Department utilizes third-party services to review Wireless Communications Facilities (WCF) Permit Applications and Modifications for compliance with Federal and State Laws, as well as compliance with the City's Municipal Code and City Council Policy 21 guidelines. These third-party services are paid for by project applicants through developer deposit accounts.

This item is before City Council to consider authorizing a Professional Services Agreement (PSA) with PermiTech Solutions Corporation for professional wireless plan review and inspection services.

DISCUSSION:

In September 2025, the City issued a Request for Proposals (RFP) seeking qualified consulting firms to provide third-party plan review and inspection services for WCF sites. The consultant would be responsible for the review of discretionary applications and building permits for new WCF sites as well as modifications to existing sites; review for compliance with federal, state and council policies; review for radio frequency level compliance; formulating conditions of approval; and site inspections services. In addition, the consultant would be available to provide City Staff with information regarding relevant updates to federal and state law and advise Staff on potential updates to the Cities WCF review policies.

The City received three (3) proposals from experienced professional telecommunications firms. Staff reviewed the proposals and, after thorough consideration and interviews,

COUNCIL ACTION:

determined that PermiTech Solutions Corporation was the most responsive to the RFP and would be able to address the needs of the City.

Staff has prepared Resolution 2025-124 (Attachment 1) requesting City Council to authorize the City Manager to enter into a PSA with PermiTech Solutions Corporation for WCF plan review and inspection services.

CEQA COMPLIANCE STATEMENT:

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

FISCAL IMPACT:

Third-party WCF plan review and inspection services for development projects are cost neutral in that project applicants pay for these services at cost plus a 15% administrative fee for Staff oversight and management of the project.

WORK PLAN: N/A

OPTIONS:

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

CITY STAFF RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution 2025-124 authorizing the City Manager to execute a Professional Services Agreement with PermiTech Solutions Corporation.



Alyssa Muto, City Manager

Attachments:

1. Resolution 2025-124
2. PermiTech Solutions Scope of Services
3. PSA Template

RESOLUTION 2025-124

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PERMITECH SOLUTIONS CORPORATION FOR PROFESSIONAL WIRELESS COMMUNICATIONS FACILITIES PLAN REVIEW AND INSPECTION SERVICES

WHEREAS, the Community Development Department is in need of professional 3rd party wireless communications facilities consultant for plan review and inspection services for new and existing WCF sites; and

WHEREAS, in September 2025, the City issued a Requests for Proposals to provide 3rd party professional Wireless Communications Facilities plan review and inspection services; and

WHEREAS, the City received five responses to the City's RFP for 3rd Party wireless plan review and inspection services; and

WHEREAS, after review of proposals and interviews of the top candidates, it was determined that PermiTech Solutions Corporation was the most qualified and responsive to provide plan review of applications for modifications to existing sites, new locations, and onsite inspections; and

WHEREAS, the City wishes to enter a Professional Services Agreement with a highly qualified firm for as-needed WCF plan review and inspection services.

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

1. That the foregoing recitations are true and correct.
2. That the City Council authorizes the City Manager to execute a Professional Services Agreement with PermiTech Solutions Corporation for an open-ended dollar amount of third-party pass-through payments for WCF plan review and inspection services for a three-year agreement.
3. That the City Council authorizes the City Manager to extend the agreement for two additional one-year terms, at the City's option.

PASSED AND ADOPTED this 10th day of December, 2025, at a special 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

EXHIBIT B SCOPE OF WORK

At the direction of the City, PermiTech shall provide technical and regulatory technical advice to City concerning applications for telecommunications facilities as follows:

A. Wireless Siting Application Reviews:

1. Application Reviews: At the City's request and within PermiTech's expertise as a wireless site application reviewer, PermiTech will review wireless siting applications and provide the City with a written analysis as described below).
2. **Wireless Facility Site Memorandum/Memoranda Content:**
 - a. **Memorandum Regarding Incomplete Application.** Upon receipt of an application by PermiTech directly from the City, PermiTech will identify the regulatory classification under which the project should be processed (i.e., Section 6409(a); Small Wireless Facility; major modification; new site; etc.); and will evaluate and identify whether any items that are required in the City's wireless application that are not completed by the applicant. If there are incomplete items, PermiTech will send the City an "Incomplete Memorandum" by email or an attachment to an email within:
 - i. nine (9) calendar days for an initial review of a wireless application that is submitted by the applicant as a small wireless facility; or
 - ii. twenty-one (21) calendar days for an initial review of a wireless application that are submitted by the applicant in a category that is not a small wireless facility; or
 - iii. nine (9) calendar days for a resubmittal review of a wireless application that was deemed incomplete.
 - b. **Project Memorandum.** Once an application is determined by the City or deemed by law to be complete, PermiTech will:
 - i. Discuss and analyze Section 6409(a) applicability which includes an eligible facilities and substantial change analysis;
 - ii. Discuss and analyze Small Wireless Facilities applicability which includes all six criteria as defined by the FCC;
 - iii. Discuss design matters that may reduce the impact of the proposed site configuration;
 - iv. Evaluate time, place, and manner considerations for wireless sites located in the public right-of-way;

- v. Assess the planned compliance with federal radio frequency exposure guidelines established by the Federal Communications Commission, and;
- vi. determine any other wireless site-related issues that PermiTech, in its experience and opinion, believes to be relevant or helpful to the City's review of the wireless application.
- vii. Determine applicability of batched applications under AB965.
- viii. At City's option, without an additional fee, PermiTech shall prepare one revision or follow-up to the Incomplete or Project Memorandum. All additional revisions or follow-ups are charged on an hourly basis.

3. Consultation Time:

- a. PermiTech will provide reasonable consultation by telephone and/or through e-mail with the City per project at no additional cost for the flat fee portion of any project.
- b. For any project where hourly charges apply (i.e., after the flat fee portion of a project), hourly fees for consultations via telephone and/or email will apply.

It is understood by the parties that every wireless project is unique as to location and design, and some projects may not proceed all the way to an approval or denial, or the project, at a given location, may be moved by an applicant to a different location, which would necessitate an entirely new project review under a separate fee.

B. Attendance at Meetings: As requested by City and subject to PermiTech's prior availability, PermiTech will attend in-person and video meetings.

C. General Consultation: At the City's request, PermiTech will engage with the City in regard to any non-privileged technical communications within the competence of PermiTech, as determined by PermiTech, in any form on a time availability basis of PermiTech, and invoice on an hourly basis (including travel time from PermiTech's office to and from the City if necessary and as requested by the City).

[End of Exhibit B]

EXHIBIT C FEE SCHEDULE

The Consultant consults with and is responsible for the City. The City is responsible for the collection of applicant fees and the timely payment of Consultant's invoices. Payment of Consultant's invoices is not contingent upon the City receiving any deposit or reimbursement from any party.

- A. **Flat Fees:** Consultant shall perform the services described in Exhibit B, Section 2 for a fixed fee of \$2,645 per project. Project hours are not reported by Consultant for the flat fee portion of any flat fee projects.

Our flat fee is commonly included in the total application fee collected by a jurisdiction, thereby appropriately shifting the financial burden from the citizens of Lakewood to the for-profit applicants seeking City permits.

Due to the FCC shot clock time limitations, all projects must be submitted to Consultant by the City in searchable PDF document format within one (1) calendar day of receipt by the City from the Applicant; provided that if such calendar day falls on a Friday or holiday, the City shall submit such project to Consultant the next business day thereafter. Accordingly, Consultant urges City to enforce a wireless application requirement that obligates the applicant to tender the entire wireless application, including all exhibits and attachments, in searchable PDF format, as well as in hard copy paper form.

Flat fee projects are billed to the City as a single unit on the first project invoice, which is issued upon submission of Consultant's first substantive project memorandum, which may include a memo regarding an incomplete application, a project review memo, or another substantive project-related memo.

The flat fee is fully earned by and payable to Consultant once the Consultant has provided its first substantive memorandum to the City, even when the project is subsequently cancelled, abandoned, or transferred to a different location. In the event that a project is tendered to the Consultant by the City but terminated for any reason prior to the issuance of Consultant's first memorandum, City shall pay Consultant on the hourly basis set out in this Agreement for all time spent by Consultant on the project prior to Consultant's receipt of City's notice of project termination.

- B. **Hourly Fees:** Consultant shall perform all services described in Exhibit B, Sections B and C beyond the initial report and one revision (included in the flat fee), and all other extra services that may not be described in Exhibit A but were mutually agreed upon by City and Consultant, on an hourly fee basis as follows:

<u>Personnel</u>	<u>Rate</u>
Per Director/Senior Advisor	\$ 330
Per Project Manager	\$ 280
Per Project Assistant	\$ 191
Per Project Coordinator	\$ 95

All time is billed in 0.1-hour (6 minute) units rounded up to the next 0.1 hour unit.

3. **Annual Fee Adjustments.** The flat rate and hourly fees set out in this Agreement shall automatically increase annually by three percent (3%) of the flat rate and hourly fees for the previous year.
4. **Travel Time.** For travel requested by the City, Consultant charges its hourly rates.
5. **Expenses:** City will reimburse the Consultant for all ordinary costs and expenses incurred by Consultant in performance of the services provided by Consultant to City pursuant to this Agreement. This is commonly (but not exclusively) limited express mail costs; messenger costs, etc.
6. **Billing Contacts; Payment Address.** The City's and Consultant's designated points of contact for billing queries are:

Name and Title

Email Address

Telephone Number

The Consultant's designated point of contact for billing queries is:

Annette Strong, Business Manager

Annette@PermiTechSolutions.com

Name and Title

Email Address

(424)276-2040

Telephone Number

PermiTech Solution's payment address is:

PermiTech Solutions Corporation
6320 Topanga Canyon Boulevard
Suite 1630 #1100
Woodland Hills, CA 91367

Either party may change its designated point of contact for billing queries at any time upon ten (10) business days' written notice to the other.

[End of Exhibit C]

City of Solana Beach
PROFESSIONAL SERVICES AGREEMENT
FOR WIRELESS COMMUNICATIONS FACILITIES PLAN REVIEW
AND INSPECTION SERVICES

This Professional Services Agreement ("AGREEMENT") is made and entered into this _____ day of _____, 2021 by and between the CITY OF SOLANA BEACH, a municipal corporation ("CITY"), and, [INSERT CONSULTANT LEGAL NAME (e.g., URBAN FUTURES, INC.)] a INSERT CONSULTANT ENTITY TYPE (e.g., California corporation)], ("CONSULTANT") (collectively "PARTIES").

WHEREAS, the CITY desires to employ a CONSULTANT to furnish [WIRELESS COMMUNICATIONS FACILITIES PLAN REVIEW AND INSPECTION SERVICES ("PROFESSIONAL SERVICES")] for [INSERT DESCRIPTION OF PROJECT] ("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 CONSULTANT's work on 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 Insert Title 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. Insert Title 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 the PARTIES.

2. DURATION OF AGREEMENT.

- 2.1. Term.** The term of this AGREEMENT shall be for a period of Three (3) years beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.

- 2.2. Extensions.** ☒ If marked, the CITY shall have the option to extend the AGREEMENT for Two (2) additional One (1) year periods or parts thereof for an amount not to exceed open-ended amount, funded by pass-through fees collected from property owners at the time of project application submittal per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT's satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.
- 2.3. Delay.** Any delay occasioned by causes beyond the CONSULTANT's control 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 is 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 an open-ended amount, funded by pass-through fees collected from property owners at the time of project application submitta 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. Not a pledge of general funds.** The CITY does not pledge any general funds for the payment of the services rendered. The CITY shall establish a separate fund to pay the fees and costs incurred that are reflected in the monthly general account invoice. The separate fund shall be funded by monies collected from the CITY's permit applicants or other persons requiring the CITY's services pursuant to the adopted USER FEE schedule which CONSULTANT will provide according to the terms of this AGREEMENT.
- 3.4. 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 from such claims and for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any costs (including attorney fees and costs), and 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 Limitation of CITY Liability.** The payment made to CONSULTANT pursuant to this AGREEMENT shall be the full and complete compensation to which CONSULTANT and CONSULTANT's officers, employees, agents and subcontractors are entitled for performance of any work under this AGREEMENT. Neither CONSULTANT nor CONSULTANT's officers or employees are entitled to any salary or wages, or retirement, health, leave, or other fringe benefits applicable to employees of the CITY. The CITY will not make any federal or state tax withholdings on behalf of CONSULTANT. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONSULTANT.
- 4.4 Indemnification for Employee Payments.** CONSULTANT agrees to defend and indemnify the CITY for any obligation, claim, costs (including attorney fees and expert costs), 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.
- 4.5** 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.

- 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 CITY-approved subcontractors, 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. Notwithstanding any provision to the contrary in this AGREEMENT, Confidential Information

does not include any information that the CITY determines, in its sole discretion is required to be disclosed to the public pursuant to the laws of the United States and/or California such as the California Public Records Act. 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. 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, 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.

- 10.3.** CONSULTANT warrants that all documents it drafts and completes pursuant to this AGREEMENT constitute original work. Specifically, CONSULTANT understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this AGREEMENT does not constitute an original work, i.e., submitting documents generated by such AI tools to CITY and representing it as CONSULTANT's original work constitutes a material breach of this AGREEMENT, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this AGREEMENT as to ownership, CITY specifically rejects ownership of such documents. CONSULTANT is required to indemnify and defend CITY to the fullest extent allowed by applicable law should it violate this Section.

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. If CONSULTANT maintains broader coverage and/or higher limits than the minimums shown below, the CITY shall be entitled to the broader coverage and/or the higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- 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 \$4,000,000.00. 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. 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.
- 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. Waiver of Subrogation.** CONSULTANT hereby grants to CITY and its respective elected officials, officers, employees, agents and representatives a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.
- 11.6. 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:
- 11.6.1.** 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.
- 11.6.2.** 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.

- 11.7. 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.
- 11.8. Excess or Umbrella Policies.** If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this agreement, said policies shall meet all of the insurance requirements stated in this document, including, but not limited to, the additional insured, contractual liability, "insured contract" definition, occurrence definition, primary and non-contributory, indemnity, and defense requirements. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the CONSULTANT's primary and excess liability policies are exhausted.
- 11.9. 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, representatives, and employees from any and all claims, demands, costs or liabilities that arise out of, or pertain to, or relate to, directly or indirectly, 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. CITY may, at its own discretion, conduct the defense, or participate in the defense, of any claim related in any way to this indemnification. If the CITY elects to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONSULTANT shall pay the CITY for all costs related thereto, including without limitation, reasonable attorney's fees and costs. 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 in each instance.

- 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.

NAME, TITLE, DEPARTMENT

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

Name

Address

Address

Address

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 in each instance.

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. EXHIBITS INCORPORATED.

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

26. SIGNING AUTHORITY.

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

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

CITY OF SOLANA BEACH, a municipal corporation

CONSULTANT'S NAME, a entity type

By:

By:

City Manager, Alyssa Muto

Signature

Print Name and Title

ATTEST:

City Clerk. Angela Ivey

APPROVED AS TO CONTENT:

Name, Title

APPROVED AS TO FORM:

City Attorney, Johanna N. Canlas

EXHIBIT "A"
SCOPE OF SERVICES AND FEE

Scope of Services and Fees Defined



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: December 10, 2025
ORIGINATING DEPT: Engineering Dept. – Anda Wright, Associate Civil Engineer
SUBJECT: **Amend the Construction Contract for the 2025 Sewer and Storm Drain Lining Project**

BACKGROUND:

The 2025 Sewer and Storm Drain Lining Project (Bid No. 2025-08) protects sewer and storm drain infrastructure by installing liners inside existing pipes. The construction contract was awarded to Sancon Technologies on June 18, 2025, in the amount of \$550,786 with an approved contingency of \$82,614 (15%). Based on recent inspections, Staff has identified two additional pipeline segments that require lining. Staff recommends amending the contract by \$48,550 to include these locations. The work is consistent with the existing scope and the amendment preserves the contingency for any unforeseen field conditions during construction.

This item is before the City Council for consideration of Resolution 2025-127 (Attachment 1), which would amend the base sewer contract amount for the 2025 Sewer and Storm Drain Lining Project, Bid No. 2025-08.

DISCUSSION:

Engineering and Public Works Staff perform regular condition assessments of the sewer and storm drain systems using visual inspection and closed-circuit televising (CCTV) to identify needed repairs cleaning, rehabilitation, or replacement. At the City Council meeting on June 18, 2025, the City Council adopted Resolution 2025-072, awarding the construction contract for the 2025 Sewer and Storm Drain Lining Project (Bid No. 2025-08) to Vortex Services LLC, dba Sancon Technologies, the lowest responsive and responsible bidder. The project was procured through a competitive bidding process, with three bids received. The contract includes trenchless rehabilitation (lining) of 17 sewer segments, 7 storm drain segments, and one sewer manhole, with a total contract award of \$550,786 and a contingency of \$82,614 (15%).

COUNCIL ACTION:

Staff reviewed recent CCTV inspections and identified two sewer segments located on South Nardo Avenue and San Lucas Drive that require lining. These segments showed signs of cracking and root intrusion which, if left unaddressed, could potentially lead to blockages or failure. Staff recommends including these locations in the current project scope. The estimated cost based on the contract unit prices is \$48,550.

As the construction contract has already been awarded, the City may amend the contract amount with City Council approval to incorporate additional work that is similar in type and necessary to maintain the sewer system. The contractor has begun initial cleaning work, and lining is scheduled to begin in early December 2025. Staff recommends adding the two locations because the work is consistent with the existing contract scope and the amendment preserves the project's contingency for any unforeseen field conditions during construction.

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:

This item authorizes an increase to the total construction contract amount with Sancon Technologies by \$48,550. The funding is available from the existing budget in the Sanitation Sewer Pipeline Rehabilitation CIP (Account 5096510.66610). The revised contract amount and contingency are shown in the table below:

	Sewer	Storm Drain	Total
Base Bid	\$363,210	\$187,576	\$550,786
Additional Sewer Work	\$48,550		\$48,550
Total Contract	\$411,760	\$187,576	\$599,336
Contingency	\$54,490	\$28,124	\$82,614
Total Budget with Contingency	\$466,250	\$215,700	\$681,950

The contingency amount remains \$82,614. With the revised contract amount, the contingency percentage will decrease from approximately 15% to 14%. Final project costs will be reported to the City Council after the completion of the construction period as part of filing the Notice of Completion.

WORK PLAN:

As outlined under the Environmental Sustainability and Energy section of the FY 2025/26 Council Work Plan, the City continues to advance improvements to its storm drain infrastructure. Sewer and storm drain projects are included in the Capital Improvement Plan and are often combined under a single construction contract because the scope of

work is similar and can be efficiently delivered together. Ongoing rehabilitation helps prevent system failures, protects water quality, and extends the useful life of critical infrastructure.

OPTIONS:

- Adopt Staff recommendation.
- Deny Staff recommendation and provide further direction to the City Manager.

CITY STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2025-127:

1. Approving an increase of \$48,550 to the contractor's base contract amount, for a revised total contract amount of \$599,336, to be funded from the FY 2025–26 Sanitary Sewer Pipeline Rehabilitation budget.


Ayssa Muto, City Manager

Attachments:

1. Resolution 2025-127

RESOLUTION 2025-127

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AMENDING THE CONSTRUCTION CONTRACT FOR THE 2025 SEWER AND STORM DRAIN LINING PROJECT

WHEREAS, on June 18, 2025, the City Council awarded a construction contract for the 2025 Sewer and Storm Drain Lining Project, Bid 2025-08, to Sancon Technologies; and

WHEREAS, Staff found two additional sewer pipelines that have extensive cracking and root intrusion, and Staff is recommending adding these pipeline segments to the current 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 approves an increase of \$48,550 to the contractor's base contract amount, for a revised total contract amount of \$599,336, to be funded from the FY 2025–26 Sanitary Sewer Pipeline Rehabilitation budget.

PASSED AND ADOPTED this 10th day of December 2025, 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 –

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: Alyssa Muto, City Manager
MEETING DATE: December 10, 2025
ORIGINATING DEPT: Finance Department – Rachel Jacobs, Finance Director
SUBJECT: **Amending the Professional Services Agreement with Hinderliter, de Llamas & Associates for Professional Sales Tax Analysis Services**

BACKGROUND:

The Finance Department oversees the management of sales tax reporting, auditing, and collection. These essential services are delivered by professional service providers. The current contract with Hinderliter de Llamas & Associates (HDL), the City's current service provider, is set to remain in effect until June 2026.

This item is before the City Council for consideration of Resolution 2025-128 (Attachment 1) authorizing the City Manager to execute an amendment to the Professional Services Agreement with Hinderliter de Llamas & Associates (Attachment 2) and to increase the budgeted annual contract not to exceed amount by \$25,000 for costs associated with audit recovery services.

DISCUSSION:

The City Manager executed a two-year Professional Services Agreement (PSA) with HDL for professional sales tax analysis & auditing services on July 1, 2024 (Attachment 3). The PSA was established with a not-to-exceed amount of \$49,999, which includes funding for both routine monthly services and audit recovery services at 15% of all new, increased and recovered sales & use tax revenue received by the City for 8 prospective quarters plus any back quarters.

In the first quarter of Fiscal Year 2025/26, there have been several audit recoveries which resulted in \$206,778 in revenue for the City and resulted in a fee of \$31,016 for HDL's audit recovery services at 15%. Since HDL's 15% fee applies for 8 prospective quarters, and there are 3 quarters left to be billed in Fiscal Year 2025/26, there are not sufficient funds left on this contract.

CITY COUNCIL ACTION: _____ _____

Staff recommends amending the PSA to add \$25,000 for sales tax analysis and audit recovery services in Fiscal Years 2025/26. This amendment would increase the contract not-to-exceed amount to \$74,999 and should provide sufficient funding for additional audit recovery fees.

CEQA COMPLIANCE STATEMENT:

All work covered by this agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(b) of the State CEQA Guidelines.

FISCAL IMPACT:

This item is to authorize the City Manager to execute an amendment to the Professional Services Agreement (PSA) with Hinderliter de Llamas & Associates for professional sales tax analysis & auditing services, for an amount not to exceed, \$25,000.

The current PSA is for a total not-to-exceed amount of \$49,999 for the two-year term. The amendment would increase compensation by \$25,000, increasing the not-to-exceed amount to \$74,999. This will require an increase in budget appropriations to Finance, Professional Services account 1005300.65300 in the amount of \$25,000.

These audits by HDL result in additional sales tax revenue. In the first quarter of FY 2025/26, the City received an additional \$206,778 in sales tax revenue from these audits and HDL's fee for that recovery is 15%, or \$31,016.

WORK PLAN:

The amendment to the PSA amount aligns with the Work Plan priority of General Governance and Fiscal Responsibility by supplementing core maintenance functions for specialized services.

OPTIONS:


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

CITY STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2025-128:

1. Authorizing the City Manager to execute an amendment to the Professional Services Agreement with Hinderliter de Llamas & Associates., for professional sales tax analysis & auditing services, increasing the contract by \$25,000 for a total not-to-exceed amount of \$74,999 for Fiscal Years 2024/25 & 2025/26.

2. Authorizing the City Treasurer to amend the Fiscal Year 2025/26 budget accordingly.


Alyssa Muto, City Manager

Attachments:

1. Resolution 2025-128
2. Professional Services Agreement Amendment with HDL
3. 2024 Professional Services Agreement with HDL, July 1, 2024

RESOLUTION 2025-128

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HINDERLITER DE LLAMAS & ASSOCIATES (HDL) FOR PROFESSIONAL SALES TAX ANALYSIS AND AUDIT SERVICES

WHEREAS, the Finance Department oversees the management of sales tax reporting, auditing, and collection. These essential services are delivered by professional service providers. The current contract with Hinderliter de Llamas & Associates (HDL), the City's current service provider, is set to remain in effect until June 2026; and

WHEREAS, the City Manager executed a two-year Professional Services Agreement (PSA) with Hinderliter de Llamas & Associates for professional sales tax analysis & auditing services on July 1, 2024. The PSA was established with a not-to-exceed amount of \$49,999, which includes funding for both routine monthly services and audit recovery services at 15% of all new, increased and recovered sales & use tax revenue received by the City for 8 prospective quarters plus any back quarters; and

WHEREAS, in the first quarter of Fiscal Year 2025/26, there have been several audit recoveries which resulted in \$206,778 in revenue for the City and resulted in a fee of \$31,016 for HDL's audit recovery services at 15%. Since HDL's 15% fee applies for 8 prospective quarters, and there are 3 quarters left to be billed in Fiscal Year 2025/26, there are not sufficient funds left on this contract; and

WHEREAS, Staff recommends amending the PSA to add \$25,000 for sales tax analysis and audit recovery services in Fiscal Years 2025/26. This amendment would increase the contract not-to-exceed amount to \$74,999 and should provide sufficient funding for additional audit recovery fees; and

WHEREAS, a budget appropriation increase is necessary to cover these additional costs in the Finance Department - Professional Services Account (1005300-65300), section of the Operating Budget. The current PSA with HDL is for a total not-to-exceed amount of \$49,999 for FY 2024/25 and FY 2025/26. The amendment would increase compensation by \$25,000, bringing the amount to a not-to-exceed amount of \$74,999.

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

1. That the foregoing recitations are true and correct.
2. That the City Council authorizes the City Manager to execute an amendment to the Professional Services Agreement with Hinderliter de Llamas & Associates

for professional sales tax analysis & auditing services during Fiscal Year 2024/25 and 2025/26, increasing the contract by \$25,000 for a total not-to-exceed amount of \$74,999.

3. That the City Council authorizes the City Treasurer to amend the Fiscal Year 2025/26 budget accordingly.

PASSED AND ADOPTED this 10th day of December 2025, at a special 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

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH
HINDERLITER, DE LLAMAS & ASSOCIATES FOR PROFESSIONAL SALES TAX
ANALYSIS SERVICES**

This Amendment No. 1 to the Professional Services Agreement with Hinderliter, de Llamas & Associates for Professional Sales Tax Analysis Services ("Amendment No. 1") is entered into and effective as of the _____ day of _____, 2025, by and between the City of Solana Beach, a municipal corporation, ("CITY"), and **HDL - Hinderliter De Llamas & Associates** a California Corporation ("CONSULTANT") (collectively, the "Parties").

RECITALS

A. CITY and CONSULTANT entered into a Professional Services Agreement with Hinderliter, de Llamas & Associates on July 1, 2024 ("Agreement") under which Contractor furnished professional services for Professional Sales Tax Analysis Services to City; and

B. The CITY now desires to increase the compensation by an amount not to exceed twenty-five thousand dollars (\$25,000), and to document a change in the Agreement.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CITY and CONSULTANT agree as follows:

1. CITY will pay CONSULTANT for all work associated with the terms of the Agreement, as amended, at an amount not to exceed seventy-four thousand, nine hundred ninety nine dollars (\$74,999).

2. All requisite insurance policies to be maintained by the CONSULTANT pursuant to the Agreement, as amended, shall include coverage for this Amendment No. 1. A copy of the CONSULTANT's updated insurance requirements is attached. (Attachment 1)

5. All other provisions of the Agreement, as amended, shall remain in full force and effect.

6. The individuals executing this Amendment No. 1 and the instruments referenced on behalf of CONSULTANT each represent and warrant that they have the legal power, right and actual authority to bind CONSULTANT to the terms and conditions hereof of this Amendment No. 1.

**HINDERLITER DE LLAMAS &
ASSOCIATES** ., a corporation

CITY OF SOLANA BEACH, a municipal
corporation of the State of California

By:

(Sign here)

Alyssa Muto, City Manager

(Print name/title)

(Date)

(Date)

APPROVED AS TO CONTENT:

Rachel Jacobs , Finance Director

APPROVED AS TO FORM:

Johanna Canlas, City Attorney

ATTEST:

Angela Ivey, City Clerk

City of Solana Beach

PROFESSIONAL SERVICES AGREEMENT

FOR PROFESSIONAL SALES TAX ANALYSIS SERVICES

This Professional Services Agreement ("AGREEMENT") is made and entered into this 1st day of July, 2024 by and between the CITY OF SOLANA BEACH, a municipal corporation ("CITY"), and, HINDERLITER, de LLAMAS AND ASSOCIATES a California corporation, ("CONSULTANT") (collectively "PARTIES").

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

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

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

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

1. PROFESSIONAL SERVICES.

- 1.1. **Scope of Services.** The CONSULTANT shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit "A" Scope of Services and Fee, at the direction of the CITY. CITY shall provide CONSULTANT access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT. For all work to be performed on site in the City, the CITY and CONSULTANT agree that the CONSULTANT's work on 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 FINANCE DIRECTOR is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CONSULTANT. Robert Gray 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 the PARTIES.

2. DURATION OF AGREEMENT.

- 2.1. **Term.** The term of this AGREEMENT shall be for a period of two (2) years beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.

- 2.2. Extensions.** ☐ If marked, the CITY shall have the option to extend the AGREEMENT for additional _____ periods or parts thereof for an amount not to exceed _____ per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT's satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.
- 2.3. Delay.** Any delay occasioned by causes beyond the CONSULTANT's control 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 is 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 Forty Nine Thousand Nine Hundred Ninety-Nine dollars (\$49,999.00) 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 from such claims and for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any costs (including attorney fees and costs), and

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 Limitation of CITY Liability.** The payment made to CONSULTANT pursuant to this AGREEMENT shall be the full and complete compensation to which CONSULTANT and CONSULTANT's officers, employees, agents and subcontractors are entitled for performance of any work under this AGREEMENT. Neither CONSULTANT nor CONSULTANT's officers or employees are entitled to any salary or wages, or retirement, health, leave, or other fringe benefits applicable to employees of the CITY. The CITY will not make any federal or state tax withholdings on behalf of CONSULTANT. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONSULTANT.
- 4.4 Indemnification for Employee Payments.** CONSULTANT agrees to defend and indemnify the CITY for any obligation, claim, costs (including attorney fees and expert costs), 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.
- 4.5** 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 CITY-approved subcontractors, 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. Notwithstanding any provision to the contrary in this AGREEMENT, Confidential Information does not include any information that the CITY determines, in its sole discretion, is required to be disclosed to the public pursuant to the laws of the United States and/or California such as the California Public Records Act. 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, directly or indirectly, 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. CITY may, at its own discretion, conduct the defense, or participate in the defense, of any claim related in any way to this indemnification. If the CITY elects to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONSULTANT shall pay the CITY for all costs related thereto, including without limitation, reasonable attorney's fees and costs.
- 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, 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.
- 10.3. CONSULTANT warrants that all documents it drafts and completes pursuant to this AGREEMENT constitute original work. Specifically, CONSULTANT understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this AGREEMENT does not constitute an original work, i.e., submitting documents generated by such AI tools to CITY and representing it as CONSULTANT's original work constitutes a material breach of this AGREEMENT, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this AGREEMENT as to ownership, CITY specifically rejects ownership of such documents. CONSULTANT is required to indemnify and defend CITY to the fullest extent allowed by applicable law should it violate this Section.

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. If CONSULTANT maintains broader coverage and/or higher limits than the minimums shown below, the CITY shall be entitled to the broader coverage and/or the higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- 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 \$1,000,000.00 per occurrence and subject to an annual aggregate of \$2,000,000.00. 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.. 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 \$1,000,000.00 per claim and \$2,000,000.00 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services

or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy..

- 11.3.5. ☒ Cyber Liability.** If checked the CONSULTANT shall also maintain Cyber Liability coverage on a claims made basis with a limit no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of any services under this AGREEMENT; 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. 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.
- 11.3.6. ☐ Fidelity and Crime Liability.** If checked, the CONSULTANT shall also maintain Fidelity and Crime coverage for theft of CITY property for an amount no less than \$1,000,000 per loss.
- 11.3.7. ☐ Sexual Abuse and Molestation ("SAM") Insurance.** If checked, the CONSULTANT shall also maintain sexual abuse and molestation (SAM) insurance with limits not less than \$1,000,000 per occurrence or claim with an aggregate of not less than \$2,000,000. The policy shall provide coverage including but not limited to claims for improper sexual conduct, damages because of bodily injury, and negligent hiring and supervision. All defense costs shall be outside the limits of the policy.
- 11.3.8. ☐ Contractor's Pollution Legal Liability.** If checked, the CONSULTANT shall procure and maintain contractors' pollution legal liability and/or errors and omissions with limits no less than \$1,000,000 per occurrence or claim with an aggregate of not less than \$2,000,000 to cover liability and legal expenses arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by the CONSULTANT or any subcontractor resulting from pollution conditions.
- 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. Waiver of Subrogation.** CONSULTANT hereby grants to CITY and its respective elected officials, officers, employees, agents and representatives a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.
- 11.6. 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:

- 11.6.1. 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 (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37) which shall be submitted to the CITY.
- 11.6.2. 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. This requirement shall also apply to any Excess or Umbrella liability policies.
- 11.7. **Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11 and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. 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.
- 11.8. **Excess or Umbrella Policies.** If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this agreement, said policies shall meet all of the insurance requirements stated in this document, including, but not limited to, the additional insured, contractual liability, "insured contract" definition, occurrence definition, primary and non-contributory, indemnity, and defense requirements. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the CONSULTANT's primary and excess liability policies are exhausted.
- 11.9. **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, representatives, and employees from any and all claims, demands, costs, or liabilities that arise out of, or pertain to, or relate to, directly or indirectly, 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. CITY may, at its own discretion, conduct the defense, or participate in the defense, of any claim related in any way to this indemnification. If the CITY elects to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONSULTANT shall pay the CITY for all costs related thereto, including without limitation, reasonable attorney's fees and costs. 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 in each instance.
- 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. CONSULTANT shall ensure that CITY is an additional insured on insurance required from subcontractors.
- 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.

Rachel Jacobs, Finance Director
City of Solana Beach
635 S. Highway 101
Solana Beach, CA 92075

Robert Gray, Vice President
Hinderliter, de Llamas and Associates
120 S State Collage Blvd Ste 200
Diamond Bar, CA 91765

16. ASSIGNABILITY.

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

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.

- 19.1. 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.
- 19.2. ☐ If checked, CONSULTANT represents and warrants that CONSULTANT is familiar with the requirements of AB506 (Business and Professions Code section 18975) and the Child Abuse and Neglect Reporting Act (Penal Code sections 11164 - 11174.3), and that it and each and every person performing any of the PROFESSIONAL SERVICES under this AGREEMENT on CONSULTANT's behalf does and will, at all times, comply with such requirements.

20. ENTIRE AGREEMENT.

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

21. NO WAIVER.

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

22. SEVERABILITY.

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

23. DRAFTING AMBIGUITIES.

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

24. CONFLICTS BETWEEN TERMS.

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

25. EXHIBITS INCORPORATED.

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

26. SIGNING AUTHORITY.

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

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

CITY OF SOLANA BEACH, a municipal
corporation

Hinderliter, de Llamas and Associates, a
California Corporation

By:


City Manager, Alyssa Muto

By:

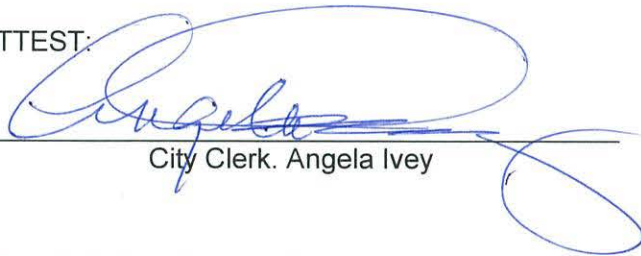
DocuSigned by:

Signature

Robert Gray, Vice President

Print Name and Title

ATTEST:


City Clerk, Angela Ivey

APPROVED AS TO CONTENT:


Finance Director, Rachel Jacobs

APPROVED AS TO FORM:


City Attorney, Johanna N. Canlas

EXHIBIT A

SERVICES

1. Sales and Use Tax and Economic Analysis/Forecasting Services/Reports

- 1.1. Establish a special database identifying the name, address, and quarterly allocations of all sales tax producers within the City. This database will be utilized to generate special reports to City on major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.
- 1.2. Provide periodic updated reports to City identifying changes in sales by individual businesses, business groups and categories, and by geographic area. These reports may include, without limitation, quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting. Consultant shall meet quarterly by in person or virtually with City.
- 1.3. Shall additionally provide following each calendar quarter a summary analysis for City to share with Council Members, Chamber of Commerce, other economic development interest groups and the public that analyze City's sales tax trends by major groups and geographic areas without disclosing confidential individual tax records.
- 1.4. Establish a special database with California Department of Tax and Fee Administration ("CDTFA") registration data for businesses within applicable district boundaries holding seller's permit accounts.
- 1.5. Periodically license for the limited, non-exclusive, non-transferable use by City's staff certain of Consultant's web-based sales, use and/or transactions tax program(s) containing sellers permit, registration, allocation and related information for business outlets within City's jurisdiction registered with the CDTFA.
- 1.6. Provide periodic updated reports endeavoring to identify and assist with budget forecasting (i) changes in allocation totals by individual businesses, business groups and categories, and (ii) aberrations due to State audits, fund transfers, and receivables, along with late or double payments.

2. Allocation and Audit Recovery Services

- 2.1. Conduct (when mutually agreed with City) initial and on-going sales and use tax audits of businesses to help identify and correct distribution and allocation errors, and to proactively affect favorable registration, reporting or formula changes thereby generating previously unrealized sales and use tax income for the City and/or recovering misallocated tax from registered taxpayers. Common errors that will be monitored and corrected include but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors; misreporting of "point of sale" to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.
- 2.2. Initiate contacts with the CDTFA and sales management and accounting officials in companies that have businesses where a probability of error exists to endeavor to help verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.
- 2.3. Prepare and submit to the CDTFA information for the purpose of correcting any identified allocation errors, and follow-up with individual businesses and the CDTFA to promote recovery by the City of back or prospective quarterly payments that may be owing.
- 2.4. If, during the course of its audit, Consultant finds businesses located in the City's jurisdiction that are properly reporting sales and use tax but have the potential for modifying their operation to provide an

even greater share to City, Consultant may so advise City and collaborate with those businesses and City to encourage such changes.

3. Consulting and Other Optional Services

Consultant may from time to time in its sole discretion, consult with City's staff, including without limitation, regarding (i) technical questions and other issues related to sales and use tax, (ii) utilization of reports to enhance business license collection efforts; (iii) sales tax projections for proposed annexations, economic development projects and budget planning, (iv) negotiating/review of tax sharing agreements, (v) establishing purchasing corporations, (vi) meeting with taxpayers to encourage self-assessment of tax obligations, and (vii) other sales and use tax revenue-related matters.

FEES

4. Sales and Use Tax and Economic Analysis/Forecasting Services/Reports

- 4.1. Fees for performing the sales tax and economic analysis/forecasting Services as described above shall initially be **\$500** per month, commencing with the month of the Effective Date (hereafter referred to as "monthly fee"). The monthly fee shall be invoiced quarterly in arrears and shall be paid by City no later than 30 days after the invoice date.
- 4.2. Consultant may change the non-hourly Fees established above once a year. Any such change must be with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), as reported by the U.S. Bureau of Labor Statistics (the "CPI Change").

5. Allocation and Audit Recovery Services

- 5.1. Fees for performing the allocation and audit recovery Services described above shall be **15%** of all new, increased and recovered sales and use tax revenue received by the City as a result, in whole or in part, of the allocation audit and recovery services (hereafter referred to as "audit fee"). The fee shall be paid notwithstanding any related City assistance, work in parallel, and/or incurrence of attorneys' fees or other costs or expenses in connection, with the relevant Services.
- 5.2. The Fee described above include, without limitation, State fund transfers received for back quarter reallocations and monies received in the first eight (8) consecutive reporting quarters following completion of Consultant's allocation audit and confirmation of the corrections by the CDTFA.
- 5.3. These Fees shall be paid by City upon Consultant's submittal of evidence of Consultant's relevant Services in support thereof, including, without limitation, copies of relevant communications between Consultant and the CDTFA and/or taxpayers.
- 5.4. Consultant recognizes City's authority to waive or reduce the tax/fee-related debt of a business. Should City decide to do so for a business whose deficiency was identified by Consultant, Consultant shall be entitled to compensation in the amount of one half (1/2) of the Fees Consultant would have otherwise earned. Deficiencies which are uncollectable due to insolvency or dissolution of the business, or for deficiencies which are otherwise incapable of collection (i.e., statute of limitation or other legal defense) shall not be considered a City voluntary election to waive, and thus, Consultant would not be entitled to compensation related thereto under this provision.

6. Consulting and Other Optional Services

- 6.1. Fees for performing the consulting and other optional Services described above shall be based on the following initial hourly rates: (i) Principal - \$325; (ii) Programmer - \$295; (iii) Senior Analyst - \$245; and (iv) Analyst - \$195.
- 6.2. Consultant may change the rates for its hourly Fees from time to time. A 30 days' prior written notice to City will be given.

7. General Provisions Relating to Fees

- 7.1. Fees for travel and lodging expenses will be invoiced at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by City.
- 7.2. Fees will be invoiced monthly to City for Services performed during the prior month. To the extent that Consultant has commercially reasonable means to do so, Fees will be netted out of City's monthly revenue disbursement.

8. Confidentiality Information

Section 7056 of the State of California Revenue and Taxation Code ("R&T Code") specifically limits the disclosure of confidential taxpayer information contained in the records of the CDTFA. Section 7056 specifies the conditions under which a city, county or district may authorize persons other than such city, county or district's officers and employees to examine state sales and use tax records.

The following conditions specified in Section 7056-(b)(1) of the State of California R&T Code are hereby made part of this Agreement:

- 8.1. Consultant is authorized by this Agreement to examine sales, use or transactions and use tax records of the CDTFA provided to City pursuant to contract under the Bradley-Burns Uniform Local Sales and Use Tax Law R&T Code Section 7200 et.seq.
- 8.2. Consultant is required to disclose information contained in, or derived from, those sales or transactions and use tax records only to an officer or employee of City who is authorized by City resolution provided to the CDTFA to examine the information.
- 8.3. Consultant is prohibited from performing consulting services for a retailer (as defined in R&T Code Section 6015), during the term of this agreement.
- 8.4. Consultant is prohibited from retaining the information contained in or derived from those sales, use or transactions and use tax records after this agreement has expired. Information obtained by examination of the CDTFA records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the Consultant as a person authorized to examine sales and use tax records and certify that this agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

9. Software Use and Proprietary Information

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

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

information provided, learned of or obtained by City in connection with this Agreement. The obligations imposed by this Section shall survive any expiration or termination of this Agreement or otherwise. The terms of this Section shall not apply to any information that is public information.



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: December 10, 2025
ORIGINATING DEPT: Finance – Rachel Jacobs, Finance Director
SUBJECT: **Public Hearing: City Council Consideration of Resolution 2025-120 Updating the City's User Fees and Charges Schedule for Annual CPI Update**

BACKGROUND:

A Comprehensive Fee Study and Cost Allocation Plan (CAP) project was initiated by the City of Solana Beach (City) in January 2024. The Fee Study was presented to the City Council on January 15, 2025, for consideration and discussion. The Fee Study was also presented to the Budget and Finance Commission on January 13, 2025, for their review and input.

On January 15, 2025, the City Council adopted Resolution 2025-001 approving the update of the City's Schedule of Fees, effective March 17, 2025. As part of this resolution, a provision was included that the schedule of fees be adjusted annually effective January 1st of each year based on the San Diego-Carlsbad Consumer Price Index, All items, for All Urban Consumers (CPI-U) Index, not to exceed 2.5% annually, for the prior twelve month period June through May. In addition, as part of this resolution, a provision was included that the Transportation Impact Fees are adjusted annually based on the Los Angeles Construction Cost Index for the prior 12-month period October through October without a not-to-exceed percentage.

This item is before Council to consider adoption of Resolution 2025-120 (Attachment 1) approving the update of the City's Schedule of Fees, effective January 1, 2026.

DISCUSSION:

User fees and charges are collected to recover some or all costs incurred in providing a specific service from which one or more individuals (i.e. permit applicants) obtain a

COUNCIL ACTION:

benefit. It is a best practice for cities to perform a comprehensive update of their cost allocation plans every 5 years and review user fees and charges schedules annually.

One of the Council's overarching Work Plan goals is to enhance the City's long-term fiscal sustainability. Adopting a fee methodology and resulting fee adjustments realigns user fees to more efficiently utilize general revenues (taxes) for services and programs such as public safety, infrastructure maintenance, and economic development.

Furthermore, the California Constitution (Propositions 13, 218 and 26) and various state laws have placed both substantive and procedural limits on cities' ability to impose fees and charges. Proposition 26 contains a more general articulation of the cost of service principle and includes a requirement that the local government bear the burden of proof that 1) "a levy, charge, or other exaction is not a tax; 2) that the amount is no more than necessary to recover the reasonable costs of the government activity; and 3) that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burden on, or benefits received from, the governmental activity." (Cal. Const. art. XIII C, § (e)). It is important to note that rental charges for rooms or facilities, fines, penalties and late charges are not technically user fees and are not required to be based on actual costs. Instead, these types of charges are more typically governed by market rates, reasonableness and other policy driven factors and can legally exceed the cost.

In January 2024, the City released an RFP solicitation for an independent consultant with expertise in municipal finance to update the City's cost allocation plan and conduct a review of its user fee schedule. Willdan Financial Services was selected to provide the requested services.

The Fee Study was carried out in two phases. The first phase was to prepare an updated City-wide Cost Allocation Plan, which spreads the cost of general government and support services across the direct services provided to the public. The second phase, a User Fee Analysis, included a thorough analysis of the total cost of providing services, including all applicable direct, indirect and overhead costs associated with specific services. This was a coordinated effort among all City departments and included many meetings between RCS and City Staff to review updates and provide feedback. The project was completed at the end of November 2024.

The Fee Study was presented to the City Council on January 15, 2025, for consideration and discussion. The Fee Study was also presented to the Budget and Finance Commission on January 13, 2025 for their review and input. On January 15, 2025, the City Council adopted Resolution 2025-001 approving the update of the City's Schedule of Fees, effective March 18, 2025.

Annual Fee Adjustment

A provision was included in Resolution 2025-001 that the schedule of fees be adjusted annually effective January 1st of each calendar year based on the San Diego-Carlsbad Consumer Price Index, All items, for All Urban Consumers (CPI-U) Index for the prior

twelve month period June through May.

The San Diego-Carlsbad CPI-U Index for the prior twelve-month period June 2024 to May 2025 was 3.8%, therefore, the adjustment being recommended in the fee update effective January 1, 2026 is 2.5%.

The recommended adjustment of 2.5% has been applied to all fees on the Schedule of Fees effective January 1, 2026 (Schedule of Fees – Attachment 2) except for the following fees:

- Fees that require deposits with charges at the fully allocated hourly rates for City personnel (S-021A, S-100A, S-110A, S-110B, S-111A, S-111B, S-115A, S-115B, S-116A, S-116B and S-125A)
- Fees set by ordinance or State law – SMIP fee (S-290), State Building Standards Fee (S-291), SB1186 Fee (S-628), False Alarm fees (S-470), and certain City Clerk fees (S-711, S-720, S-721 and S-760)
- Developer Pass-Thru fees (S-305 through S-315 and S-350 through S-355)
 - RTCIP fee increase 6% based on FY26 increase provided by SANDAG
- The Transportation Impact Fees (S-322) are adjusted annually based on City Ordinance 479
- The Public Recreation Impact Fee (S-338) are adjusted annually based on schedule adopted by City Resolution 2018-140

The fees listed above that are not adjusted by 2.5% are highlighted in brown on the Schedule of Fees shown in Attachment 2.

Per Ordinance 479, the Transportation Impact Fees are adjusted annually based on the Los Angeles Construction Cost Index. The adjustment is based on the prior annual period October 2024 through October 2025. The Index for this period calculation resulted in a 3.64% increase.

The following rounding factor has been applied to the adjusted fees so that the new fees are in whole dollars:

- Any fee in the amount of \$0.01 to \$0.99 round up to \$1.00 (unless it is as part of a multiplier charge. i.e. x.xx per each additional x).
- Any fee more than \$1.00 with cents totaling from \$0.01 to \$0.49 round down to the nearest whole dollar.
- Any fee more than \$1.00 with cents totaling from \$0.50 to \$0.99 round up to the nearest whole dollar.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

An adjustment to the City's Fee Schedule based on cost-of-living changes helps to maintain user fees at a level sufficient to more adequately and efficiently utilize general revenues (taxes) for costs incurred to provide essential City services, programs and projects such as public safety services, infrastructure maintenance, and a variety of public works projects.

WORK PLAN:

Fiscal Sustainability


OPTIONS:

- Adopt the proposed fee resolution recommendations as presented in Resolution 2025-120.
- Provide direction to modify the fee resolution.
- Deny the fee resolution.
- Request additional information.
- Take no action at this time.

CITY STAFF RECOMMENDATION:

Staff recommends that the City Council:

1. Conduct the Public Hearing
 - a. Open the Public Hearing
 - b. Report Council Disclosures
 - c. Receive Public Testimony
 - d. Close the Public Hearing
2. Consider the adoption of Resolution 2025-120 updating the 2026 Fee Schedule.



Alyssa Muto, City Manager

Attachments:

1. Resolution 2025-120
2. Proposed Schedule of Fees, effective January 1, 2026
3. Proposed Building Permit Fee Schedule, effective January 1, 2026
4. Proposed Impact Fee Schedule, effective January 1, 2026
5. Updated Valuations Table

RESOLUTION 2025-120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AMENDING THE SCHEDULE OF FEES EFFECTIVE JANUARY 1, 2026

WHEREAS, the City of Solana Beach has conducted an extensive and exhaustive analysis of its services, the costs reasonably borne of providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services; and

WHEREAS, it is the intention of the City Council to conduct such analysis at least every five years to ensure fees are set appropriately to recover costs reasonably borne for providing services; and

WHEREAS, the City established a policy for recovering the full costs reasonably borne for providing special services of a voluntary and limited nature, such that general taxes are not diverted from general services of a broad nature and thereby utilized to subsidize unfairly and inequitably such special services; and

WHEREAS, pursuant to Government Code Section 66016 the specific fees to be charged for services must be adopted by the City Council by Resolution, after providing notice and holding a public hearing; and

WHEREAS, notice of public hearing has been provided per California Government Code Section 6062, oral and written presentations made and received, and the required public hearing held; and

WHEREAS, a schedule of fees and charges to be paid by those requesting such special services need be adopted so that the City might carry into effect its policies; and

WHEREAS, it is the intention of the City Council to update the schedule of fees annually effective January 1 of each calendar year based on the San Diego-Carlsbad CPI, All Items, for All Urban Consumers (CPI-U) Index, not to exceed 2.5% annually, for the prior twelve month period June through May; and

WHEREAS, the City Council recognizes that special circumstances may support the waiving of fees depending upon the nature of the situation; and

WHEREAS, pursuant to California Government Code Section 6062, a general explanation of the hereinafter contained schedule of fees and charges has been published as required; and

WHEREAS, all requirements of California Government Code Section 66016 are hereby found to have been complied with.

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. **Fee Schedule Adoption.** The attached schedule of fees and charges (Exhibit A) are hereby directed to be computed by and applied by the various City departments, and to be collected by the City Finance Department for the herein listed special services when provided by the City or its designated contractors.
3. **Separate Fee for Each Process.** All fees set forth by this resolution are for each identified process; additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a per unit of measurement basis, the fee is for each identified unit or portion thereof within the indicated ranges of such units.
4. **Added Fees and Refunds.** Where additional fees need to be charged and collected for completed staff work, or where a refund of excess deposited monies is due, and where such charge or refund is ten dollars (\$10.00) or less, a charge or refund need not be made, consistent with California Government Code Section 29375.1 and amendments thereto.
5. **Listing of Fees and Phase In.** The attached list of fees shall be charged and collected for the enumerated services as scheduled.
6. **Interpretations.** This Resolution may be interpreted by the several City department heads in consultation with the City Manager and, should there be a conflict between two fees, then the lower in dollar amount of the two shall be applied.
7. **Adjustments to Fees.** It is the intention of the City Council to conduct an extensive analysis of its services periodically and review the fees and charges as determined and set out herein based on the City's Annual Budget and all the City's costs reasonably borne as established at that time and, if warranted, to revise such fees.

Inflation adjustments made between such periodic review shall be done annually effective January 1 of each calendar year via a new fee resolution and shall be based on the San Diego-Carlsbad CPI, All Items, for All Urban Consumers (CPI-U) Index, not to exceed 2.5% annually, for the prior twelve-month period June through May. The Transportation Impact Fees are adjusted annually based on the Los Angeles Construction Cost Index for the prior 12-month period October through October with no not-to-exceed percentage.

8. **Adjustment to Fees effective January 1, 2026:** The San Diego-Carlsbad CPI, All Items, for All Urban Consumers (CPI-U) Index, for the twelve-month period June 2024 through May 2025 is 3.8%, therefore, the adjustment in fees effective January 1, 2026, will be an adjustment of 2.5%.

The Los Angeles Construction Cost Index for the twelve-month period October 2024 through October 2025 is 3.64%, therefore the adjustment to the Transportation Impact Fees effective January 1, 2026, will be an adjustment of 3.64%.

9. **Rounding of Fees:** The following rounding factor has been applied to the adjustment of fees so that the adjusted fees are in whole dollars:

- a. Any fee in the amount of \$0.01 to \$0.99 round up to \$1.00.
- b. Any fee more than \$1.00 with cents totaling from \$0.01 to \$0.49 round down to the nearest whole dollar.
- c. Any fee more than \$1.00 with cents totaling from \$0.50 to \$0.99 round up to the nearest whole dollar.

10. **Waiver of Fees:** The City Manager shall have the authority to waive fees for non-profit organizations located within the City and for City sponsored events. All other fee waiver requests shall be reviewed by the City Council.

11. **Constitutionality.** If any portion of this Resolution is declared invalid or unconstitutional then it is the intention of the City Council to have passed the entire Resolution and all its component parts, and all other sections of this Resolution shall remain in full force and effect.

PASSED AND ADOPTED this 10th day of December 2025, at a special 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

CITY OF SOLANA BEACH
Schedule of Fees
Effective January 1, 2026

Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/26	Fee Instructions/Notes	2025 Fee
COMMUNITY DEVELOPMENT SERVICES					
S-001	Community Dev	Conditional Use Permit - Processing	All CUPs: \$12,798	Per application. Bluff retention device CUPs will include deposit based on estimated costs for third-party geotechnical review, consultant review, and legal services. Optional: expediting fee and CEQA document preparation fee, upon request.	\$12,486
S-001A			Bluff Retention Device CUPs & Wireless Communication Facility CUPs Require add'l deposit for various third-party reviews at Cost + 15% (see Service Code S-350)		
S-002	Community Dev	Conditional Use Permit - Revise/Modify	\$4,450	Per application	\$4,341
S-003	Community Dev	Conditional Use Permit - Time Extension	\$3,295	Per application	\$3,215
S-004	Community Dev	Community Development Directors Use Permit	\$3,375	Per application (Other)	\$3,293
S-004A			\$3,118	Per application (Wireless)	\$3,042
S-004B			Wireless Communications Facility-requires additional deposit for third party reviews plus 15% (see Service Code S-350)		
S-005	Community Dev	Community Development Dir. Use Permit - Revision	\$1,753	Per application	\$1,710
S-006	Community Dev	Community Development Dir. Use Permit - Time Extension	\$1,495	Per application	\$1,459
S-008	Community Dev	Minor Exception - Review Process	\$1,468	Per application	\$1,432
S-011	Community Dev	Temporary Use Permit - Processing	\$1,942	Per application	\$1,895
S-012	Community Dev	Temporary Use Permit - Time Extension	\$971	Per application	\$947
S-013	Community Dev	Zoning Letter	\$231	Per letter	\$225
S-014	Community Dev	Variance - Processing	\$9,566	Per application	\$9,333
S-016	Community Dev	Pre-application review	\$3,882	Per application. 50% of the fee to be credited against future fees if the project actually goes forward.	\$3,787
S-017	Community Dev	Appeal to the City Council	Resident: \$2,237 Others: \$5,591		Per appeal
S-018	Community Dev	General Plan Amendment	\$10,000 deposit or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel		
S-019	Community Dev	Rezoning Review/Specific Plan	\$10,000 deposit or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel		
S-020	Community Dev	Zoning Text Amendment	\$10,000 deposit or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel		
S-021	Community Dev	Development Review Permit - Processing	Residential A - Single Family Resident \$7,492	Per application	\$7,309
			Residential B - Single Family Non-Resident \$14,983		\$14,618
			Residential C - 2-4 Units \$22,060		\$21,522
			Residential D - >4 Units \$24,895		\$24,288
			Non-Residential/Mixed Use A - Exterior Improvements/Remodel \$19,496		\$19,020
			Non-Residential/Mixed Use B - Additions <500 sqft \$24,838		\$24,232
			Non-Residential/Mixed Use C - Additions >500 sqft/New Commercial \$28,828		\$28,125
S-021A		or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs as determined by Service Code S-350			
S-022	Community Dev	Development Review Permit - Modification	\$4,624	Per application	\$4,511
S-022A	Community Dev	Administrative Development Review Permit Modification	\$3,232		\$3,153
S-023	Community Dev	Development Review Permit - Time Extension	\$3,082	Per application	\$3,007
S-024	Community Dev	Major Subdivision - Tentative Map	\$20,441	Per application	\$19,942
S-025	Community Dev	Major Subdivision - Final Map	\$6,639	Per application	\$6,477
S-026	Community Dev	Major Subdivision - Amend. Of Condition	\$5,894	Per application	\$5,750
S-027	Community Dev	Major Subdivision - Time Extension	\$5,411	Per application	\$5,279
S-028	Community Dev	Minor Subdivision - Tentative Map	\$15,672	Per application	\$15,290
S-029	Community Dev	Minor Subdivision - Parcel Map	\$5,528	Per application	\$5,393
S-030	Community Dev	Minor Subdivision - Amend. Of Condition	\$4,615	Per application	\$4,502
S-031	Community Dev	Minor Subdivision - Time Extension	\$4,463	Per application	\$4,354
S-032	Community Dev	Environmental Documentation	Deposit for third-party review at Cost + 15% Admin Fee (see Service Code S-350)	Per application	
S-035	Community Dev	Environmental Impact Report	Deposit for third-party review at Cost + 15% Admin Fee (see Service Code S-350)	Per application	

CITY OF SOLANA BEACH
Schedule of Fees
Effective January 1, 2026

Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/26	Fee Instructions/Notes	2025 Fee
S-036	Community Dev	Structure Develop. Permit - Processing	\$5,237	Per application	\$5,109
S-036A	Community Dev	Structure Develop. Permit - Processing (with S-021)	\$1,571	If in conjunction with a Development Review Permit (S-021), the S-036 fee will instead be 30% of the total S-036 fee	\$1,533
S-036D	Community Dev	Structure Develop. Permit - Processing (with multiple entitlements)	\$4,451	If in conjunction with multiple entitlements, a discount of 15% is applied to the lower cost entitlements	\$4,343
S-037	Community Dev	Structure Develop. Permit Waiver/Time Extension	\$683	Per application. This fee will not be charged in conjunction with a Development Review Permit-Time Extension (S-023)	\$666
S-037A	Community Dev	Structure Develop. Permit Waiver/Time Extension (with S-023)	\$0		X
S-040	Community Dev	View Assessment - Claimant	\$820	Per application Full refund of application fee will be made if parties settle 2 weeks before a scheduled VAC hearing and a refund of \$300 if parties settle within the 2 week period before a VAC hearing	\$800
	Community Dev	View Assessment - Applicant	\$1,640		\$1,600
S-041	Community Dev	View Assessment Committee (VAC) - Appeal to City Council	\$2,470	Per application	\$2,410
S-042	Community Dev	View Assessment - Community Development Director Appeal to City Council	This fee would be charged as an Appeal to the City Council (S-017) and not as a separate fee.	Per application	
S-050	Community Dev	Standard Sign Permit - Processing	\$385	Per application	\$376
S-051	Community Dev	Comprehensive Sign Plan - Review Process	\$1,134	Per application	\$1,106
S-051A			plus 100% fine of original sign permit if the sign was built without a permit.		X
S-052	Community Dev	Comprehensive Sign Plan - Amendment	\$619	Per application	\$604
S-053	Community Dev	Temporary Sign/Banner	\$128	Per application	\$125
S-060	Community Dev	Landscape Plan Review/Inspection	Deposit for third-party review at Cost	Per application	
			+ 15% Admin Fee (see Service Code S-350)		
S-065	Community Dev	Street Address Change	\$339	Per application	\$331
S-067	Community Dev	Planning Public Noticing	\$1,138	Per notice	\$1,110
	Community Dev	Multi-permit discount of 15%	A multi-permit discount of 15% is available for each additional Planning Department permit service filed on the		

CITY OF SOLANA BEACH
Schedule of Fees
Effective January 1, 2026

Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/26	Fee Instructions/Notes	2025 Fee
ENGINEERING SERVICES					
S-100			\$2,266		\$2,211
S-100A	Engineering	Lot Line Adj./Cert. Of Compliance. - Review	or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs as determined by S-350.	Per application	
S-110	Engineering	Grading Plan Check	Construction Valuation *	* Per Resolution 2001-85, the most current City of San Diego Cost Estimate Unit Price List is used for determining valuation	
			\$0-\$40,000: \$1,499		\$1,462
			\$40,001-\$100,000: \$2,601		\$2,538
			\$100,001-\$200,000: \$4,007		\$3,909
			\$200,001+: \$6,388		\$6,232
S-110A			or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.	Per plan check	
S-110B			<u>Bluff Projects</u> - Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.		
S-111	Engineering	Grading Permit/Inspection	Construction Valuation *	* Per Resolution 2001-85, the most current City of San Diego Cost Estimate Unit Price List is used for determining valuation	
			\$0-\$40,000: \$1,499		\$1,462
			\$40,001-\$100,000: \$2,601		\$2,538
			\$100,001-\$200,000: \$4,007		\$3,909
			\$200,001+: \$6,388		\$6,232
S-111A			or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.	Per permit/inspection	
S-111B			<u>Bluff Projects</u> - Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.		
S-112	Engineering	Grading Deposits	Based on an Engineer's Estimate of the work performed under the permit. Per Resolution 2001-85, the City of San Diego Cost Estimate Unit Price List is used for determining security amount	Per permit/inspection	
S-115	Engineering	Public Improvement Plan Check	Construction Valuation *	* Per Resolution 2001-85, the most current City of San Diego Cost Estimate Unit Price List is used for determining valuation	
			\$0-\$40,000: \$1,499		\$1,462
			\$40,001-\$100,000: \$2,601		\$2,538
			\$100,001-\$200,000: \$4,007		\$3,909
			\$200,001+: \$6,388		\$6,232
S-115A			or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.	Per permit/inspection	
S-115B			<u>Bluff Projects</u> - Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.		

CITY OF SOLANA BEACH
Schedule of Fees
Effective January 1, 2026

Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/26	Fee Instructions/Notes	2025 Fee
S-116	Engineering	Public Improvement Permit/ Inspection	Construction Valuation *	* Per Resolution 2001-85, the most current City of San Diego Cost Estimate Unit Price List is used for determining valuation Per permit/inspection	
			\$0-\$40,000: \$1,499		\$1,462
			\$40,001-\$100,000: \$2,601		\$2,538
			\$100,001-\$200,000: \$4,007		\$3,909
			\$200,001+: \$6,388		\$6,232
S-116A			or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.		
S-116B			Bluff Projects - Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.		
S-117	Engineering	Public Improvement Deposits	Based on an Engineer's Estimate of the work performed under the permit. Per Resolution 2001-85, the most current City of San Diego Cost Estimate Unit Price List is used for determining security amount	Per permit/inspection	X
S-120	Engineering	Geotechnical Plan Review/Inspection	Deposit for third-party review at Cost	Per application	
			+ 15% Admin Fee		
S-115	Engineering	Encroachment Permit	Street Cut - \$1,115 Standard - \$785	Per permit	\$1,088
					\$766
S-116	Engineering	Encroachment Permit Deposit	SBMC 11.20.230 - twice the estimated cost of removing the encroachment, but in no case less than \$50.00	Per permit	X
S-120	Engineering	Miscellaneous Engineering Permit/Inspection	\$329	Per permit/inspection	\$321
S-125			\$2,596		\$2,533
S-125A	Engineering	Easement Abandon/Street Vacation	or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.	Per application	
S-127	Engineering	Easement/R.O.W Dedication	\$721	Per application	\$703
S-130	Engineering	Subdivision Monuments	security deposit is based on estimate provided by surveyor to set the monuments.	Per application	X
S-135	Engineering	Sewer Connection Fees	Future Capacity = 50%	Per total of \$4,500 per 1.0 EDU *Subject to change dependent on Sewer Capacity Study Results	
S-135A			Ocean Outfall = 27%		x
S-135B			Existing Facility = 23%		
S-140	Engineering	Marine Safety Permit	Deposit collected for: Ramp Fee - \$6 per round trip Trip Fee - \$3 per ton plus \$32 per day for days 1-30 and \$58 per day for 31 and subsequent days plus actual staffing costs (4 hour min)	Per Permit *To be revised based on ramp CIP project in progress	\$6 \$3 \$31 \$57

CITY OF SOLANA BEACH
Schedule of Fees
Effective January 1, 2026

Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/26	Fee Instructions/Notes	2025 Fee
BUILDING SERVICES					
S-210 TO S-265	Community Dev	Building Plan - Plan Check & Permit/Inspection	See attached valuation tables Attachments A & B	Per application & permit/inspection	
S-270	Community Dev	CalGreen Building Plan Check	0-50,000 SF - 3% of Building Permit Plan Check Above 50,001 - 1% of Building Permit Plan Check	Per plan check	X
S-272	Community Dev	CalGreen Building Permit/Inspection	0-50,000 SF - 3% of Building Inspection Fee Above 50,001 - 1% of Building Inspection Fee	Per permit/inspection	X
S-275	Community Dev	Commercial Photovoltaic Plan Check	Based on the Project Valuation \$0 - \$500,000: \$382 Above \$500,000: \$536	Per plan check	\$373
S-277	Community Dev	Commercial Photovoltaic Permit/Inspection	Based on the Project Valuation \$0-\$500,000: \$382 Above \$500,000: \$536	Per permit/inspection	\$523
S-278	001-4715	Single Family Single Family Residential Solar Plan Check	\$44 (25% of Individual Electrical Permit Fee-Attachment B)	Per plan check	\$373
S-279	001-4320	Single Family Single Family Residential Solar Permit/Inspection	\$176 (Individual Electrical Permit Fee-Attachment B)	Per permit/inspection	\$523
S-280	Community Dev	Building Permit Extension Review	\$105	Per application	\$43
S-285	Community Dev	Violation of Building Permit	equal to total of building permit fee that was required (in addition to building permit fee)	Per violation	\$172
S-290	Community Dev	SMIP Fee	per Section 2705 of the Public Resources Code		\$102
S-291	Community Dev	State Building Standards Fee	per HSC Section 18931.6		X

CITY OF SOLANA BEACH
Schedule of Fees
Effective January 1, 2026

Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/26	Fee Instructions/Notes	2025 Fee
DEVELOPMENT IMPACT FEES & DEVELOPER PASS-THRU					
S-305	Community Dev	Regional Transportation Congestion Program RTCIP Fee	Single family \$4,028 per dwelling unit Multi-family \$3,231 per dwelling unit	Per application; fee set by SANDAG and adjusted annually, no less than 2% per year.	3,800 3,048
S-310	Community Dev	Public Facilities Fee	1% of project valuation		
S-315	Community Dev	Master Art Policy Fee	0.5% of project valuation	Per application; commercial projects with valuation of \$500,000 or more with 5 or more dwelling units; deposit paid up front; reimbursement under MAP guidelines if public art is incorporated into the project	
S-320	Community Dev	Affordable Housing Impact Fee	\$28.60 per SF		28
S-322	Engineering	Transportation Impact Fee (TIF)	See Attachment C		
S-330	Fire	Fire Mitigation Impact Fee (FMIF)	See Attachment C		
S-332	Community Dev	Park Development Impact Fee (PDIF)	See Attachment C		
S-334	Community Dev	Public Use Facilities Impact Fee (PUFIF)	See Attachment C		
S-350A	Various	Third Party Review	Landscape Review	+ 15% of Third Party Review Cost (S-355)	
S-350B			Wireless Review		
S-350C			Geotechnical Review		
S-350D			Biological Review		
S-350E			Special Counsel Review		
S-350F			Stormwater Review		
S-350G			Traffic Review		
S-350H			Environmental Review		
S-350I			Shoreline Development Review		
S-350J			Noise Review		
S-350K			Cultural Resources Review		
S-350L			Bluff Retention		
S-355	Various	Third Party Review Admin	Third Party Review Admin Fee	15% of Third Part Review Cost (S-350)	

CITY OF SOLANA BEACH
Schedule of Fees
Effective January 1, 2026

Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/26	Fee Instructions/Notes	2025 Fee
PUBLIC SAFETY					
S-410	Fire	Fire Building Plan Check & Permit/Inspection	<u>Commercial:</u> Plan Check - \$411 per plan	Per plan check. & permit/inspection	\$401
S-411			Permit/Inspection - \$358 per inspection		\$349
S-412			<u>Residential:</u> Plan Check - \$214 per plan		\$209
S-413			Permit/Inspection - \$214 per inspection		\$209
S-414			Reinspection (3rd Inspection) - \$214 per reinspection		\$209
S-420	Fire	Fire Sprinkler Plan Check & Permit (Commercial)	Plan Check - Tenant Improvement: 0-2,500 Sq. Ft: \$247 2,501-5,000 Sq. Ft: \$329 5,001-25,000 Sq. Ft: \$494 25,001-50,000 Sq. Ft: \$658 >50,000 Sq. Ft., each add'l 1,000 sq.ft., \$82.00	Per plan check	\$241 \$321 \$482 \$642 \$80/sqft
S-420			<u>Plan Check - New: Actual Costs</u>	Per plan check	
S-421			<u>Permit/Inspection - Tenant Improvement:</u> 0-2,500 Sq. Ft: \$214 2,501-5,000 Sq. Ft: \$286 5,001-25,000 Sq. Ft: \$429 25,001-50,000 Sq. Ft: \$572 >50,000 Sq. Ft., each add'l 1,000 sq.ft., \$72.00	Per permit/inspection	\$209 \$279 \$419 \$558 \$70/sqft
S-421			<u>Permit/Inspection - New:</u> 0-2,500 Sq. Ft: \$429 2,501-5,000 Sq. Ft: \$500 5,001-25,000 Sq. Ft: \$572 25,001-50,000 Sq. Ft: \$715 >50,000 Sq. Ft., each add'l 1,000 sq.ft., \$72.00	Per permit/inspection	\$419 \$488 \$558 \$698 \$70/sqft
S-422			<u>Plan Check:</u> 0-2,500 Sq. Ft: \$247 2,501-5,000 Sq. Ft: \$329 5,001-7,000 Sq. Ft: \$411 7,001+ Sq. Ft: \$576	Per plan check	\$241 \$321 \$401 \$562
S-423	Fire	Fire Alarm System - Plan Check & Inspection	<u>Permit/Inspection:</u> 0-2,500 Sq. Ft: \$286 2,501-5,000 Sq. Ft: \$358 5,001-7,000 Sq. Ft: \$500 7,001+ Sq. Ft.: \$715	Per permit/inspection	\$279 \$349 \$488 \$698
S - 424			Plan Check - Initial Submittal, New System; \$401 or actual costs with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.	Per plan check	\$401
S - 424			<u>Plan Check - Tenant Improvement:</u> 0-5,000 Sq. Ft: \$411 5,001-25,000 Sq. Ft: \$576 25,001-50,000 Sq. Ft: \$740 >50,000 Sq. Ft., each add'l 1,000 sq.ft., \$72.00	Per plan check	\$401 \$562 \$722 \$70/sqft
S - 425			<u>Permit/Inspection:</u> \$286	Per permit/inspection	\$279
S - 425			<u>Pre-Wire and Final Inspection:</u> 0-5,000 Sq. Ft: \$358 5,001-25,000 Sq. Ft: \$500 25,001-50,000 Sq. Ft: \$644 >50,000 Sq. Ft., each add'l 1,000 sq.ft., \$72.00	Per inspection	\$349 \$488 \$628 \$70/sqft
S - 426	Fire	Fire Specialty Protection System Plan Check & Permit/Inspection	Plan Check - \$494	Per plan check	\$482
S - 427			<u>Permit/Inspection - \$286</u>	Per permit/inspection	\$279
S-430	Fire	Fire Solar System Plan Check & Permit/Inspection	Single Family Residential - included as part of Building fees	N/A	
S - 431			<u>Multi-Family, Commercial, or Industrial:</u> Plan Check - \$247	Per plan check	\$241
S - 432			<u>Permit/Inspection - \$214 per inspection</u>	Per permit/inspection	\$209

CITY OF SOLANA BEACH
Schedule of Fees
Effective January 1, 2026

Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/26	Fee Instructions/Notes	2025 Fee
S-440	Fire	Fire Alt. Materials & Methods Rev	\$411 per application plus actual costs at the fully allocated hourly rates for all time after two hours	Per application	\$401
	Fire	Fire Protection Plan	Single Family Dwelling: \$987 Multiple Unit Site: \$1,645		\$963 \$1,605
S-442	Fire	Underground Tank Installation - Removal P.C. Inspection	\$572	Per permit	\$558
S-444	Fire	New Development Flow Test	This service is provided by the Water District.		X
S-446	Fire	Miscellaneous Fire Inspection	\$214/hour	Per inspection	\$209
	Fire	AB-38 Compliance Inspection	\$214/hour	Per inspection	\$209
S-447	Fire	After Hour Inspection	Actual cost using fully allocated hourly rates (\$300 minimum)	Per inspection	\$293
S-448	Fire	Standby Charge	Actual cost using fully allocated hourly rates (\$679 minimum)	Per request	\$662
S-460	Fire	Business Fire Safety Inspection	<u>B, R2, R2.1 Occupancies:</u> 0-1,000 SF - \$144 1,001-3,500 SF - \$286 3,501-10,000 SF - \$429 10,001 SF - \$930 <u>All Other Occupancies:</u> 0-1,000 SF - \$286 1,001-3,500 SF - \$500 3,501-10,000 SF - \$644 10,001 SF - \$1,145	Per in-City business certificate application (S-620) & renewal (S-626)	\$140 \$279 \$419 \$907 \$279 \$488 \$628 \$1,117
	Fire	State Mandated Inspections	<u>State Mandated R-2 Inspections (Apartments):</u> 3-10 units/building \$494 11-40 units/building \$658 >40 units/building \$987 <u>State Mandated R-1 Inspections (Hotels/Motels):</u> \$987 <u>State Mandated E Occupancies (Private):</u> Pre-School \$576 Elementary/Middle School \$987 High School \$987	All annual inspection fees shall include time for the initial inspection and 1 reinspection. All subsequent reinspections may be charged an additional rate per inspection as determined by the AHJ.	\$482 \$642 \$963 \$963 \$562 \$963 \$963
S-470	Community Dev (Codes)	False Alarm	\$50 for the first excessive false alarm \$100 for the second excessive false alarm \$150 for the third and each successive excessive false alarm	SBMC 4.36	
S-480	Marine Safety	Marine Safety Junior Lifeguard Apparel & Accessories	Cost plus 25% for administrative fee rounded to the nearest \$1 dollar price increment		
S-490	Marine Safety	Marine Safety Junior Lifeguard	Resident: \$384 Non-Resident: \$446	2-week sessions (4 AM & 4 PM), Grooms (age 7-8) and Junior Lifeguards (ages 9-16) Per session	\$375 \$435

CITY OF SOLANA BEACH
Schedule of Fees
Effective January 1, 2026

Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/26	Fee Instructions/Notes	2025 Fee
COMMUNITY SERVICES					
S-510	Community Serv	Special Event Permit	\$54 Resident/Non-profit/In Town Business \$997 Non-resident/Outside City Business \$889 for street closure	Per permit; Block Parties are exempt from street closure rate	\$53 \$973 \$867
S-515	Community Serv	Sound Permit	\$11	per application	\$11
S-519	Finance	Liability Insurance	set by City's Insurance Broker	Per event or rental	
S-520	Community Serv	Contract Enrichment Classes	100% cost recovery	Per class; Class instructor receives 70% of the class fee and the City receives 30% of the class fee.	
S-522	Community Serv	Day Camp Program (weekly rates)	<u>Day Camp, age 5-11:</u> Resident \$185 Non-Resident \$240 <u>Day Camp After Care, age 5-11:</u> Resident \$53 Non-Resident \$81 <u>Leader in Training, age 13-17:</u> \$46		\$180 \$234 \$52 \$79 \$45
S-524	Community Serv	Sports Field Admin	Residents \$0 Non-residents \$24	Per hour	\$23
S-526	Community Serv	Facility Rental (Community Center)	\$10 Nonprofit \$72 Resident \$82 Non-resident	Per hour	\$10 \$70 \$80
S-530	Community Serv	Fletcher Cove Community Center Facility Rental	Friday 5pm -10pm & Sat/Sun 11am-10pm Resident \$50/hr, Non-resident \$150/hr Non refundable cleaning fee - \$150 Refundable Security Deposit - \$500 Trained Contract Staff - \$28/hr City Purchased Insurance - premium cost City Purchased Insurance w Alcohol - premium cost	Per SBMC 11.40.140	
S-540	Community Serv	Public Art Consignment Fee	\$120 + 25% of sale price if sold	Per application for requests from artists to display their art in the public right of way per the MAP guidelines.	\$117

CITY OF SOLANA BEACH
Schedule of Fees
Effective January 1, 2026

Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/26	Fee Instructions/Notes	2025 Fee
PERMIT REGISTRATION SERVICES					
S-610	Finance	Short Term Vacation Rental Permit	<u>New:</u> \$259 per permit <u>Renewal:</u> \$146 per permit	Per permit	\$253 \$142
S-620	Finance	New/Changed Business Certificate	<u>Business located within the City:</u> \$317 <u>Home Base:</u> \$127 <u>Located outside the City:</u> \$95	Per application + S-460 for Business located within the City	\$309 \$124 \$93
S-626	Finance	Business Certificate Renewal	<u>Business located within the City:</u> \$95 <u>Home Base:</u> \$64 <u>Located outside the City:</u> \$64	Per renewal + S-460 for Business located within the City	\$93 \$62 \$62
S-628	Finance	SB 1186	\$4.00 SB 1186 Fee to be paid by all business certificate, regulatory, and STVR applicants	Per application/renewal	\$4
S-629	Finance	STVR Permit Duplicate	\$43	Per duplicate	\$43
S-630	Community Dev (Codes)	Amusement Permit	<u>New:</u> \$470 per permit, plus \$17 per Device <u>Renewal:</u> \$294	Per Permit, plus DOJ and other State Fees	\$459 \$17 \$287
S-631	Community Dev (Codes)	Dance Permit	<u>New:</u> \$470 <u>Renewal:</u> \$294	Per Permit, plus DOJ and other State Fees	\$459 \$287
S-632	Community Dev (Codes)	Entertainment Permit	<u>New:</u> \$470 <u>Renewal:</u> \$294	Per Permit, plus DOJ and other State Fees	\$459 \$287
S-633	Community Dev (Codes)	Firearms Permit	<u>New:</u> \$470 <u>Renewal:</u> \$294	Per Permit, plus DOJ and other State Fees	\$459 \$287
S-634	Community Dev (Codes)	Massage Establishment Permit	<u>New:</u> \$470 <u>Renewal:</u> \$294	Per Permit, plus DOJ and other State Fees	\$459 \$287
S-635	Community Dev (Codes)	Secondhand Dealer Permit	<u>New:</u> \$470 <u>Renewal:</u> \$294	Per Permit, plus DOJ and other State Fees	\$459 \$287
S-636	Community Dev (Codes)	Solicitors Permit	<u>New:</u> \$470 per permit plus \$174 for each additional solicitor <u>Renewal:</u> \$338	Per Permit, plus DOJ and other State Fees	\$459 \$170 \$330
S-637	Community Dev (Codes)	Taxi Business Permit	<u>New:</u> \$559 per permit plus \$31 for each cab <u>Renewal:</u> \$338 per permit plus \$31 for each cab	Per Permit, plus DOJ and other State Fees	\$545 \$30 \$330 \$30
S-638	Community Dev (Codes)	Tobacco Sales Permit	<u>New:</u> \$470 <u>Renewal:</u> \$294 Late Fee - Renewal fee + 10%	Per Permit, plus DOJ and other State Fees	\$459 \$287
S-639	Community Dev (Codes)	Newsstand/News Rack Permit	\$354	Per Permit	\$345
	Community Dev (Codes)	CA MTC Certified Massage Tech/Business Registration	<u>New:</u> \$448 <u>Renewal:</u> \$316	Per Permit Per Permit	\$437 \$308
S-660	Engineering	Golf Cart Permit	\$26	Per permit	\$25

CITY OF SOLANA BEACH
Schedule of Fees
Effective January 1, 2026

Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/26	Fee Instructions/Notes	2025 Fee
ADMINISTRATIVE SERVICES					
S-640	Finance	Administrative Citation	Fines shall be assessed in the amounts specified by resolution of the city council, or, where no amount is specified: A fine not exceeding \$100.00 for a first violation; A fine not exceeding \$200.00 for a second violation of the same ordinance, term, or condition within one year from the date of the first violation; A fine not exceeding \$500.00 for each additional violation of the same ordinance, term or condition within one year from the date of the first violation. (Ord. 283 § 2, 2002)	SBMC 1.18.030	
S-645	Finance	STVR - Permit Violation Penalties	First Violation in 12-month period - \$500 Second Violation in 12-month period - \$1,000 Third Violation in 12-month period - Permit revocation and hearing pursuant to SBMC 4.04.110	SBMC 4.47.070	
S-711	City Clerk	Notary Public Service	\$15 per Signature	Per signature; limited to \$15 by State law.	
S-712	City Clerk	Document Certification	\$144	Per item	\$140
S-715	City Clerk	Audio/Video Tape Reproduction	Audio CD: \$54 DVD: \$41	Per item	\$53 \$40
			Convert VHS to DVD: Actual Costs Convert Audio Cassette to CD/MP4: Actual Costs		
S-716	City Clerk	Annual Agenda Mailing Subscription	\$591	Per Annual Subscription	\$577
S-717	City Clerk	Annual Agenda Packet Mailing Subscription	\$2,937	Per Annual Subscription	\$2,865
S-718	City Clerk	Special Notice Subscription	\$104	Per Annual Subscription	\$101
S-719	City Clerk	Document Print/Copy	<u>All Copies:</u> First 10 pages - No Charge \$0.21 per page for every page thereafter <u>Document Imaging:</u> First 10 pages - No Charge \$0.15 per page for every page thereafter <u>Data Copy:</u> \$54 per device <u>Maps/Blueprints:</u> Actual Costs	Per request	\$0.21 \$0.15 \$53
S-720	City Clerk	Candidate Processing	\$25	Per application; fee set by the State	
S-721	City Clerk	Initiative Processing	\$200	Per initiative; fee set by the State	
S-722	City Clerk	Verification of Residency	\$144	Per request	\$140
S-740	Finance	NSF Check	\$25	\$25 first check, \$35 each subsequent check - set by State	
S-750	Finance	Credit Card Convenience Fee	set by City's Third-Party Credit Card Processor	Per credit card charge	
S-760	Various	Technology Surcharge	Charge 5.0% of all Plan Check and Permit fees and Entitlements (except Impact Fees)		5%

ATTACHMENT A

Building Valuation Data – AUGUST 2025

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in February 2026. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the “average” construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2024 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are “average” costs based on typical construction methods for each occupancy group and type of construction. The average

costs include foundation work, structural and nonstructural building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.
- 3.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget} \times (\%)}{\text{Total Annual Construction Value}}$$

Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

Example

Type of Construction: IIB

Area: 1st story = 8,000 sq. ft.

2nd story = 8,000 sq. ft.

Height: 2 stories

Permit Fee Multiplier = 0.0075

Use Group: B

1. Gross area:
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:
B/IIB = \$268.41/sq. ft.
3. Permit Fee:
Business = 16,000 sq. ft. x \$268.41/sq. ft x 0.0075
= \$32,209.20

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs ^{a, b, c}

Group (2024 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	340.83	328.70	319.00	306.43	286.33	278.03	295.95	266.82	256.61
A-1 Assembly, theaters, without stage	312.91	300.78	291.08	278.51	258.66	250.36	268.03	239.14	228.94
A-2 Assembly, nightclubs	272.09	264.11	255.82	246.06	230.47	224.21	237.62	209.58	201.63
A-2 Assembly, restaurants, bars, banquet halls	271.09	263.11	253.82	245.06	228.47	223.21	236.62	207.58	200.63
A-3 Assembly, churches	317.60	305.47	295.77	283.20	263.47	255.18	272.73	243.96	233.75
A-3 Assembly, general, community halls, libraries, museums	266.72	254.59	243.89	232.31	211.46	204.17	221.84	191.95	182.74
A-4 Assembly, arenas	311.91	299.78	289.08	277.51	256.66	249.36	267.03	237.14	227.94
B Business	301.40	290.70	280.27	268.41	245.13	236.39	258.10	219.07	209.02
E Educational	290.11	279.78	270.34	258.97	240.45	228.20	250.06	210.46	203.65
F-1 Factory and industrial, moderate hazard	165.82	157.82	147.89	142.31	126.72	120.56	135.68	105.08	97.84
F-2 Factory and industrial, low hazard	164.82	156.82	147.89	141.31	126.72	119.56	134.68	105.08	96.84
H-1 High Hazard, explosives	154.69	146.69	137.76	131.18	116.91	109.75	124.55	95.27	0.00
H234 High Hazard	154.69	146.69	137.76	131.18	116.91	109.75	124.55	95.27	87.03
H-5 HPM	301.40	290.70	280.27	268.41	245.13	236.39	258.10	219.07	209.02
I-1 Institutional, supervised environment	277.74	267.79	258.23	248.47	227.43	221.32	247.95	204.83	197.52
I-2 Institutional, hospitals	473.85	463.15	452.71	440.86	415.54	0.00	430.54	389.49	0.00
I-2 Institutional, nursing homes	326.90	316.19	305.76	293.90	272.12	0.00	283.59	246.07	0.00
I-3 Institutional, restrained	318.07	307.36	296.93	285.07	264.31	254.57	274.76	258.10	226.20
I-4 Institutional, day care facilities	277.74	267.79	258.23	248.47	227.43	221.32	247.95	204.83	197.52
M Mercantile	203.08	195.10	185.80	177.05	161.11	155.85	168.60	140.22	133.27
R-1 Residential, hotels	280.94	270.99	261.43	251.67	230.13	224.02	251.15	207.53	200.22
R-2 Residential, multiple family	234.59	224.64	215.08	205.32	185.03	178.92	204.80	162.43	155.12
R-3 Residential, one- and two-family ^d	218.08	212.28	207.18	202.76	195.98	189.00	206.85	182.23	170.80
R-4 Residential, care/assisted living facilities	277.74	267.79	258.23	248.47	227.43	221.32	247.95	204.83	197.52
S-1 Storage, moderate hazard	153.69	145.69	135.76	130.18	114.91	108.75	123.55	93.27	86.03
S-2 Storage, low hazard	152.69	144.69	135.76	129.18	114.91	107.75	122.55	93.27	85.03
U Utility, miscellaneous	122.65	115.66	107.12	102.79	91.57	85.78	97.87	72.88	69.64

- Private Garages use Utility, miscellaneous
- For shell only buildings deduct 20 percent
- N.P. = not permitted
- Unfinished basements (Group R-3) = \$31.50 per sq. ft.

I. Miscellaneous Valuations

The following Miscellaneous Valuations table was developed by the San Diego Chapter of ICC and is adjusted annually using the ENR 20 Cities Construction Cost Index, as published by Engineering News-Record, McGraw-Hill Publishing Company.

Structure or Item	Valuation	Structure or Item	Valuation
Agricultural Building	\$59 /sq ft	Pile Foundations	
Aluminum Siding	\$18 /sq ft	Cast-in-place concrete piles	\$66 /lf
Antennas		Steel piles	\$161 /lf
Radio over 30 ft high	\$10,876 ea	Retaining Wall	
Dish, 10 ft diameter		Concrete or Masonry	\$55 /sq ft
w/decoder	\$13,213 ea	Re-roofing	
Awning or Canopy		Note: 1 square = 100 square feet	
(Supported by Building)		Built-up	
Aluminum	\$65 /sq ft	Asphalt based Low Slope	\$494 /sq
Canvas	\$28 /sq ft	Single-Ply	\$803 /sq
Balcony	\$45 /sq ft	Coating	\$265 /sq
Carport	\$26 /sq ft	Fiberglass	\$442 /sq
Commercial Coaches	\$3,624 ea	Overlay	\$362 /sq
Decks (wood)	\$45 /sq ft	Aluminum	\$1,766 /sq
Demolition of Building	\$8 /sq ft	Clay Tile	\$803 /sq
Dwelling Solariums	\$149 /sq ft	Concrete Tile	\$723 /sq
Fence or Freestanding Wall		Metal Standing Seam	\$2,249 /sq
Wood or Chain Link	\$6 /sq ft	Roof Structure Replacement	\$46 /sq ft
Wood Frame with Stucco	\$18 /sq ft	Saunas (Steam)	\$21,060 ea
Wire	\$6 /sq ft	Spa or Hot Tub	\$22,291 ea
Masonry	\$28 /sq ft	Stairs (Ramps)	\$45 /sq ft
Wrought Iron	\$18 /sq ft	Stone and Brick Veneer	\$20 /sq ft
Fireplace		Storage Racks	\$3 /cu ft
Concrete or masonry	\$11,214 ea	Suspended Ceilings	\$16 /sq ft
Prefabricated metal	\$7,281 ea	Swimming Pool	
Greenhouse	\$18 /sq ft	Per sq ft of surface area	
Manufactured Housing	\$75 /sq ft	Vinyl-lined	\$104 /sq ft
Mobile Home	\$75 /sq ft	Gunite	\$114 /sq ft
Patio		Fiberglass	\$124 /sq ft
Wood Frame with Cover	\$28 /sq ft	Tenant Improvements	\$104 /sq ft

II. Alterations to Existing Structures With No Additional Floor Area or Roof Cover

Structure or Item	Valuation
Interior Partition	\$151 /lf
Install Windows or Sliding Glass Doors	\$46 /sq ft of opening
Close Exterior Wall Opening	\$45 /sq ft of opening

To determine building valuation when the scope of work does not add to the existing floor area, for example when enclosing an open porch, or when converting a garage to living space, use the difference in the valuation per square foot between the existing and the new use or occupancy.

Please note: Once a new San Diego Chapter of ICC is released - typically in January each year. That will be used to replace the above Misc. Valuations Table.

**ATTACHMENT B
BUILDING PERMIT FEE SCHEDULE**

Service Code #	TOTAL VALUATION *	BASE BUILDING PERMIT FEE *	2025 Fee
S-210	\$1.00 to \$500.00	\$42.00	\$ 41.00
	\$500.01 to \$2,000.00	\$42 for the first \$500 plus \$5.49 for each additional \$100, or fraction thereof, to and including \$2,000.00	\$41.00 + \$5.36
	\$2,000.01 to \$25,000.00	\$124 for the first \$2,000 plus \$25.30 for each additional \$1,000, or fraction thereof, to and including \$25,000	\$121 + \$24.68
	\$25,000.01 to \$50,000.00	\$715 for the first \$25,000 plus \$18.28 for each additional \$1,000, or fraction thereof, to and including \$50,000	\$698 + \$17.83
	\$50,000.01 to \$100,000.00	\$1,163 for the first \$50,000 plus \$12.66 for each additional \$1,000, or fraction thereof, to and including \$100,000	\$1,135 + \$12.35
	\$100,000.01 to \$500,000.00	\$1,796 for the first \$100,000 plus \$10.13 for each additional \$1,000, or fraction thereof, to and including \$500,000	\$1,752 + \$9.88
	\$500,000.01 to \$1,000,000.00	\$5,848 for the first \$500,000 plus \$8.59 for each additional \$1,000, or fraction thereof, to and including \$1,000,000	\$5,705 + \$8.38
	\$1,000,000.01+	\$10,139 for the first \$1,000,000 plus \$5.70 for each additional \$1,000, or fraction thereof	\$9,892 + \$5.56

ASSOCIATED FEES

S-212	Permit Issuance Fee	\$52.00	\$ 51.00
S-220	Individual Plumbing Permit	\$176.00	\$ 172.00
S-230	Individual Electrical Permit	\$176.00	\$ 172.00
S-240	Individual Mechanical Permit	\$176.00	\$ 172.00
S-233	Water Heater Permit	\$106.00	\$ 103.00

In Combination with Building Permit

S-222	Plumbing Permit	7% of Base Permit Fee	
S-232	Electrical Permit	7% of Base Permit Fee	
S-242	Mechanical Permit	7% of Base Permit Fee	
S-250	Energy Surcharge Fee	15% of Base Permit Fee	
S-252	Disabled Access Surcharge Fee	10% of Base Permit Fee	
	(Disabled Access fee applies to Commercial, Industrial, Assembly, Educational and Multi-Family type projects as required by State Building Code)		
S-255	Plan Check Fee	85% of Building Permit Fee	
	(Residential sub-division or tract development projects may have production units that are duplicates of the model units reduced to 30% of the permit fee)		

NOTES:

	A Building Permit shall include only a single issuance fee if the permit has a combination of activities (i.e.: Building/Plumbing/Electrical/Mechanical.)		
S-260	Projects requiring plan revisions or having a new scope of work shall be charged a fee determined by using the current preferred hourly rate as established by EsGil Corporation.		
S-262	Expedited processing is only available for unusual circumstances as deemed appropriate by City Staff. Charges for expedited services shall be determined by using an hourly rate of two times the current preferred hourly rate as established by EsGil Corporation.		
S-265	Projects requiring special inspections or additional re-inspections shall be charged a fee determined by using the current preferred hourly rate as established by EsGil Corporation.		
*	Upon initial submittal to the City, permit fees based on valuations will be calculated using the valuations listed in Attachment A of the Fee Schedule. This will be the minimum fee charged for the permit. If upon a subsequent submittal, the valuation decreases, no refund based on the decreased valuation will be provided to the applicant. If the valuation increases, additional permit fees will be calculated based on the difference between the valuation used to calculate the minimum fee and the increased valuation.		

ATTACHMENT C
IMPACT FEE SCHEDULE
Calendar Year 2026 - Effective January 1, 2026

**Service
Code #**

**CY2025
Fee**

S-322 Transportation Impact Fee: Ordinance 479

<u>Fee Rate Category</u>	<u>Fee Rate</u>		
Residential: Single Family	\$ 19,784.00	Per Unit	\$ 19,089.00
Residential: Condo & Multi-Family	\$ 14,109.00	Per Unit	\$ 13,613.00
Residential: ADU	\$ 4,947.00	Per Unit	\$ 4,773.00
Retail, Commercial & Shopping	\$ 21,495.00	Per 1,000 SF	\$ 20,740.00
Office & Employment Center	\$ 13,237.00	Per 1,000 SF	\$ 12,772.00
Industrial	\$ 3,887.00	Per 1,000 SF	\$ 3,750.00
Lodging & Resort	\$ 13,810.00	Per 1,000 SF	\$ 13,325.00
Educational & Institutional	\$ 11,637.00	Per 1,000 SF	\$ 11,228.00
Other	\$ 167.14	Per TDU	\$ 161.27

S-330 Fire Mitigation Impact Fee (FMIF): Ordinance 492/Resolution 2018-147

Detached Dwelling	\$ 1,941.00	Per Unit	\$ 1,894.00
Attached Dwelling	\$ 274.00	Per Unit	\$ 267.00
Hotels/Motels	\$ 918.00	Per Keyed Room	\$ 896.00
Commercial/Service	\$ 0.13	Per Sq Ft	\$ 0.13
Office/Professional	\$ 0.14	Per Sq Ft	\$ 0.14
Light Industrial	\$ 0.10	Per Sq Ft	\$ 0.10
Public/Institutional Uses	\$ 0.05	Per Sq Ft	\$ 0.05
Residential Remodel	\$ 0.75	Per Sq Ft	\$ 0.73

S-332 Park Development Impact Fee (PDIF): Ordinance 493/Resolution 2018-147

Detached Dwelling	\$ 7,631.00	Per Unit	\$ 7,445.00
Attached Dwelling	\$ 5,521.00	Per Unit	\$ 5,386.00
Residential Remodel			
New Bedroom	\$ 20.47	Per Sq Ft	\$ 19.97
Less, Bedroom Demo	\$ (20.47)	Per Sq Ft	\$ (19.97)

S-334 Public Use Facilities Impact Fee (PUFIF): Ordinance 496/Resolution 2018-147

Detached Dwelling	\$ 706.00	Per Unit	\$ 689.00
Attached Dwelling	\$ 511.00	Per Unit	\$ 499.00
Residential Remodel			
New Bedroom	\$ 1.90	Per Sq Ft	\$ 1.85
Less, Bedroom Demo	\$ (1.90)	Per Sq Ft	\$ (1.85)

S-338 Public Recreation Impact Fee (PRIF): Resolution 2018-140

Initial Area	\$ 148.00	Per Sq Ft	\$ 145.00
Bluff Retreat	\$ 1,044.00	Per Linear Ft	\$ 982.00

CITY OF SOLANA BEACH
Schedule of Fees
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Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/26	Fee Instructions/Notes	2025 Fee
COMMUNITY DEVELOPMENT SERVICES					
S-001	Community Dev	Conditional Use Permit - Processing	All CUPs: \$12,798 Bluff Retention Device CUPs & Wireless Communication Facility CUPs Require add'l deposit for various third-party reviews at Cost + 15% (see Service Code S-350)	Per application. Bluff retention device CUPs will include deposit based on estimated costs for third-party geotechnical review, consultant review, and legal services. Optional: expediting fee and CEQA document preparation fee, upon request.	\$12,486
S-001A					
S-002	Community Dev	Conditional Use Permit - Revise/Modify	\$4,450	Per application	\$4,341
S-003	Community Dev	Conditional Use Permit - Time Extension	\$3,295	Per application	\$3,215
S-004	Community Dev	Community Development Directors Use Permit	\$3,375	Per application (Other)	\$3,293
S-004A			\$3,118	Per application (Wireless)	\$3,042
S-004B			Wireless Communications Facility-requires additional deposit for third party reviews plus 15% (see Service Code S-350)		
S-005	Community Dev	Community Development Dir. Use Permit - Revision	\$1,753	Per application	\$1,710
S-006	Community Dev	Community Development Dir. Use Permit - Time Extension	\$1,495	Per application	\$1,459
S-008	Community Dev	Minor Exception - Review Process	\$1,468	Per application	\$1,432
S-011	Community Dev	Temporary Use Permit - Processing	\$1,942	Per application	\$1,895
S-012	Community Dev	Temporary Use Permit - Time Extension	\$971	Per application	\$947
S-013	Community Dev	Zoning Letter	\$231	Per letter	\$225
S-014	Community Dev	Variance - Processing	\$9,566	Per application	\$9,333
S-016	Community Dev	Pre-application review	\$3,882	Per application. 50% of the fee to be credited against future fees if the project actually goes forward.	\$3,787
S-017	Community Dev	Appeal to the City Council	Resident: \$2,237	Per appeal	\$2,182
			Others: \$5,591		\$5,455
S-018	Community Dev	General Plan Amendment	\$10,000 deposit or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel		
S-019	Community Dev	Rezoning Review/Specific Plan	\$10,000 deposit or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel		
S-020	Community Dev	Zoning Text Amendment	\$10,000 deposit or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel		
S-021	Community Dev	Development Review Permit - Processing	Residential A - Single Family Resident \$7,492	Per application	\$7,309
			Residential B - Single Family Non-Resident \$14,983		\$14,618
			Residential C - 2-4 Units \$22,060		\$21,522
			Residential D - >4 Units \$24,895		\$24,288
			Non-Residential/Mixed Use A - Exterior Improvements/Remodel \$19,496		\$19,020
			Non-Residential/Mixed Use B - Additions <500 sqft \$24,838		\$24,232
			Non-Residential/Mixed Use C - Additions >500 sqft/New Commercial \$28,828		\$28,125
S-021A		or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs as determined by Service Code S-350			
S-022	Community Dev	Development Review Permit - Modification	\$4,624	Per application	\$4,511
S-022A	Community Dev	Administrative Development Review Permit Modification	\$3,232		\$3,153
S-023	Community Dev	Development Review Permit - Time Extension	\$3,082	Per application	\$3,007
S-024	Community Dev	Major Subdivision - Tentative Map	\$20,441	Per application	\$19,942
S-025	Community Dev	Major Subdivision - Final Map	\$6,639	Per application	\$6,477
S-026	Community Dev	Major Subdivision - Amend. Of Condition	\$5,894	Per application	\$5,750
S-027	Community Dev	Major Subdivision - Time Extension	\$5,411	Per application	\$5,279
S-028	Community Dev	Minor Subdivision - Tentative Map	\$15,672	Per application	\$15,290
S-029	Community Dev	Minor Subdivision - Parcel Map	\$5,528	Per application	\$5,393
S-030	Community Dev	Minor Subdivision - Amend. Of Condition	\$4,615	Per application	\$4,502
S-031	Community Dev	Minor Subdivision - Time Extension	\$4,463	Per application	\$4,354
S-032	Community Dev	Environmental Documentation	Deposit for third-party review at Cost	Per application	
			+ 15% Admin Fee (see Service Code S-350)		
S-035	Community Dev	Environmental Impact Report	Deposit for third-party review at Cost	Per application	
			+ 15% Admin Fee (see Service Code S-350)		

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Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/26	Fee Instructions/Notes	2025 Fee
S-036	Community Dev	Structure Develop. Permit - Processing	\$5,237	Per application	\$5,109
S-036A	Community Dev	Structure Develop. Permit - Processing (with S-021)	\$1,571	If in conjunction with a Development Review Permit (S-021), the S-036 fee will instead be 30% of the total S-036 fee	\$1,533
S-036D	Community Dev	Structure Develop. Permit - Processing (with multiple entitlements)	\$4,451	If in conjunction with multiple entitlements, a discount of 15% is applied to the lower cost entitlements	\$4,343
S-037	Community Dev	Structure Develop. Permit Waiver/Time Extension	\$683	Per application. This fee will not be charged in conjunction with a Development Review Permit-Time Extension (S-023)	\$666
S-037A	Community Dev	Structure Develop. Permit Waiver/Time Extension (with S-023)	\$0		X
S-040	Community Dev	View Assessment - Claimant	\$820	Per application Full refund of application fee will be made if parties settle 2 weeks before a scheduled VAC hearing and a refund of \$300 if parties settle within the 2 week period before a VAC hearing	\$800
	Community Dev	View Assessment - Applicant	\$1,640		\$1,600
S-041	Community Dev	View Assessment Committee (VAC) - Appeal to City Council	\$2,470	Per application	\$2,410
S-042	Community Dev	View Assessment - Community Development Director Appeal to City Council	This fee would be charged as an Appeal to the City Council (S-017) and not as a separate fee.	Per application	
S-050	Community Dev	Standard Sign Permit - Processing	\$385	Per application	\$376
S-051	Community Dev	Comprehensive Sign Plan - Review Process	\$1,134	Per application	\$1,106
S-051A			plus 100% fine of original sign permit if the sign was built without a permit.		X
S-052	Community Dev	Comprehensive Sign Plan - Amendment	\$619	Per application	\$604
S-053	Community Dev	Temporary Sign/Banner	\$128	Per application	\$125
S-060	Community Dev	Landscape Plan Review/Inspection	Deposit for third-party review at Cost	Per application	
			+ 15% Admin Fee (see Service Code S-350)		
S-065	Community Dev	Street Address Change	\$339	Per application	\$331
S-067	Community Dev	Planning Public Noticing	\$1,138	Per notice	\$1,110
	Community Dev	Multi-permit discount of 15%	A multi-permit discount of 15% is available for each additional Planning Department permit service filed on the		

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Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/26	Fee Instructions/Notes	2025 Fee
ENGINEERING SERVICES					
S-100			\$2,266		\$2,211
S-100A	Engineering	Lot Line Adj./Cert. Of Compliance. - Review	or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs as determined by S-350.	Per application	
S-110	Engineering	Grading Plan Check	Construction Valuation * \$0-\$40,000: \$1,499 \$40,001-\$100,000: \$2,601 \$100,001-\$200,000: \$4,007 \$200,001+: \$6,388	* Per Resolution 2001-85, the most current City of San Diego Cost Estimate Unit Price List is used for determining valuation	\$1,462
S-110A			or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.	Per plan check	\$2,538
S-110B			<u>Bluff Projects</u> - Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.		\$3,909
S-111	Engineering	Grading Permit/Inspection	Construction Valuation * \$0-\$40,000: \$1,499 \$40,001-\$100,000: \$2,601 \$100,001-\$200,000: \$4,007 \$200,001+: \$6,388	* Per Resolution 2001-85, the most current City of San Diego Cost Estimate Unit Price List is used for determining valuation	\$6,232
S-111A			or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.	Per permit/inspection	
S-111B			<u>Bluff Projects</u> - Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.		
S-112	Engineering	Grading Deposits	Based on an Engineer's Estimate of the work performed under the permit. Per Resolution 2001-85, the City of San Diego Cost Estimate Unit Price List is used for determining security amount	Per permit/inspection	
S-115	Engineering	Public Improvement Plan Check	Construction Valuation * \$0-\$40,000: \$1,499 \$40,001-\$100,000: \$2,601 \$100,001-\$200,000: \$4,007 \$200,001+: \$6,388	* Per Resolution 2001-85, the most current City of San Diego Cost Estimate Unit Price List is used for determining valuation	\$1,462
S-115A			or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.	Per permit/inspection	\$2,538
S-115B			<u>Bluff Projects</u> - Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.		\$3,909
					\$6,232

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Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/26	Fee Instructions/Notes	2025 Fee
S-116	Engineering	Public Improvement Permit/ Inspection	Construction Valuation *	* Per Resolution 2001-85, the most current City of San Diego Cost Estimate Unit Price List is used for determining valuation	
			\$0-\$40,000: \$1,499		\$1,462
			\$40,001-\$100,000: \$2,601		\$2,538
			\$100,001-\$200,000: \$4,007		\$3,909
			\$200,001+: \$6,388		\$6,232
S-116A			or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.	Per permit/inspection	
S-116B			<u>Bluff Projects</u> - Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.		
S-117	Engineering	Public Improvement Deposits	Based on an Engineer's Estimate of the work performed under the permit. Per Resolution 2001-85, the most current City of San Diego Cost Estimate Unit Price List is used for determining security amount	Per permit/inspection	X
S-120	Engineering	Geotechnical Plan Review/Inspection	Deposit for third-party review at Cost	Per application	
			+ 15% Admin Fee		
S-115	Engineering	Encroachment Permit	Street Cut - \$1,115 Standard - \$785	Per permit	\$1,088
					\$766
S-116	Engineering	Encroachment Permit Deposit	SBMC 11.20.230 - twice the estimated cost of removing the encroachment, but in no case less than \$50.00	Per permit	X
S-120	Engineering	Miscellaneous Engineering Permit/Inspection	\$329	Per permit/inspection	\$321
S-125			\$2,596		\$2,533
S-125A	Engineering	Easement Abandon/Street Vacation	or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.	Per application	
S-127	Engineering	Easement/R.O.W Dedication	\$721	Per application	\$703
S-130	Engineering	Subdivision Monuments	security deposit is based on estimate provided by surveyor to set the monuments.	Per application	X
S-135	Engineering	Sewer Connection Fees	Future Capacity = 50%	Per total of \$4,500 per 1.0 EDU *Subject to change dependent on Sewer Capacity Study Results	
S-135A			Ocean Outfall = 27%		x
S-135B			Existing Facility = 23%		
S-140	Engineering	Marine Safety Permit	Deposit collected for: Ramp Fee - \$6 per round trip Trip Fee - \$3 per ton plus \$32 per day for days 1-30 and \$58 per day for 31 and subsequent days plus actual staffing costs (4 hour min)	Per Permit *To be revised based on ramp CIP project in progress	\$6 \$3 \$31 \$57

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Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/26	Fee Instructions/Notes	2025 Fee
BUILDING SERVICES					
S-210 TO S-265	Community Dev	Building Plan - Plan Check & Permit/Inspection	See attached valuation tables Attachments A & B	Per application & permit/inspection	
S-270	Community Dev	CalGreen Building Plan Check	0-50,000 SF - 3% of Building Permit Plan Check Above 50,001 - 1% of Building Permit Plan Check	Per plan check	X
S-272	Community Dev	CalGreen Building Permit/Inspection	0-50,000 SF - 3% of Building Inspection Fee Above 50,001 - 1% of Building Inspection Fee	Per permit/inspection	X
S-275	Community Dev	Commercial Photovoltaic Plan Check	Based on the Project Valuation \$0 - \$500,000: \$382 Above \$500,000: \$536	Per plan check	\$373 \$523
S-277	Community Dev	Commercial Photovoltaic Permit/Inspection	Based on the Project Valuation \$0-\$500,000: \$382 Above \$500,000: \$536	Per permit/inspection	\$373 \$523
S-278	001-4715	Single Family Single Family Residential Solar Plan Check	\$44 (25% of Individual Electrical Permit Fee-Attachment B)	Per plan check	\$43
S-279	001-4320	Single Family Single Family Residential Solar Permit/Inspection	\$176 (Individual Electrical Permit Fee-Attachment B)	Per permit/inspection	\$172
S-280	Community Dev	Building Permit Extension Review	\$105	Per application	\$102
S-285	Community Dev	Violation of Building Permit	equal to total of building permit fee that was required (in addition to building permit fee)	Per violation	
S-290	Community Dev	SMIP Fee	per Section 2705 of the Public Resources Code		X
S-291	Community Dev	State Building Standards Fee	per HSC Section 18931.6		X

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Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/26	Fee Instructions/Notes	2025 Fee
DEVELOPMENT IMPACT FEES & DEVELOPER PASS-THRU					
S-305	Community Dev	Regional Transportation Congestion Program RTCIP Fee	Single family \$4,028 per dwelling unit Multi-family \$3,231 per dwelling unit	Per application; fee set by SANDAG and adjusted annually, no less than 2% per year.	3,800 3,048
S-310	Community Dev	Public Facilities Fee	1% of project valuation		
S-315	Community Dev	Master Art Policy Fee	0.5% of project valuation	Per application; commercial projects with valuation of \$500,000 or more with 5 or more dwelling units; deposit paid up front; reimbursement under MAP guidelines if public art is incorporated into the project	
S-320	Community Dev	Affordable Housing Impact Fee	\$28.60 per SF		28
S-322	Engineering	Transportation Impact Fee (TIF)	See Attachment C		
S-330	Fire	Fire Mitigation Impact Fee (FMIF)	See Attachment C		
S-332	Community Dev	Park Development Impact Fee (PDIF)	See Attachment C		
S-334	Community Dev	Public Use Facilities Impact Fee (PUFIF)	See Attachment C		
S-350A	Various	Third Party Review	Landscape Review	+ 15% of Third Party Review Cost (S-355)	
S-350B			Wireless Review		
S-350C			Geotechnical Review		
S-350D			Biological Review		
S-350E			Special Counsel Review		
S-350F			Stormwater Review		
S-350G			Traffic Review		
S-350H			Environmental Review		
S-350I			Shoreline Development Review		
S-350J			Noise Review		
S-350K			Cultural Resources Review		
S-350L			Bluff Retention		
S-355	Various	Third Party Review Admin	Third Party Review Admin Fee	15% of Third Part Review Cost (S-350)	

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Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/26	Fee Instructions/Notes	2025 Fee
PUBLIC SAFETY					
S-410	Fire	Fire Building Plan Check & Permit/Inspection	<u>Commercial:</u> Plan Check - \$411 per plan	Per plan check. & permit/inspection	\$401
S-411			Permit/Inspection - \$358 per inspection		\$349
S-412			<u>Residential:</u> Plan Check - \$214 per plan		\$209
S-413			Permit/Inspection - \$214 per inspection		\$209
S-414			Reinspection (3rd Inspection) - \$214 per reinspection		\$209
S-420	Fire	Fire Sprinkler Plan Check & Permit (Commercial)	Plan Check - Tenant Improvement: 0-2,500 Sq. Ft: \$247 2,501-5,000 Sq. Ft: \$329 5,001-25,000 Sq. Ft: \$494 25,001-50,000 Sq. Ft: \$658 >50,000 Sq. Ft., each add'l 1,000 sq.ft., \$82.00	Per plan check	\$241 \$321 \$482 \$642 \$80/sqft
S-420			<u>Plan Check - New: Actual Costs</u>	Per plan check	
S-421			<u>Permit/Inspection - Tenant Improvement:</u> 0-2,500 Sq. Ft: \$214 2,501-5,000 Sq. Ft: \$286 5,001-25,000 Sq. Ft: \$429 25,001-50,000 Sq. Ft: \$572 >50,000 Sq. Ft., each add'l 1,000 sq.ft., \$72.00	Per permit/inspection	\$209 \$279 \$419 \$558 \$70/sqft
S-421			<u>Permit/Inspection - New:</u> 0-2,500 Sq. Ft: \$429 2,501-5,000 Sq. Ft: \$500 5,001-25,000 Sq. Ft: \$572 25,001-50,000 Sq. Ft: \$715 >50,000 Sq. Ft., each add'l 1,000 sq.ft., \$72.00	Per permit/inspection	\$419 \$488 \$558 \$698 \$70/sqft
S-422			<u>Plan Check:</u> 0-2,500 Sq. Ft: \$247 2,501-5,000 Sq. Ft: \$329 5,001-7,000 Sq. Ft: \$411 7,001+ Sq. Ft: \$576	Per plan check	\$241 \$321 \$401 \$562
S-423	Fire	Fire Sprinkler Plan Check & Inspection (Residential)	<u>Permit/Inspection:</u> 0-2,500 Sq. Ft: \$286 2,501-5,000 Sq. Ft: \$358 5,001-7,000 Sq. Ft: \$500 7,001+ Sq. Ft.: \$715	Per permit/inspection	\$279 \$349 \$488 \$698
S - 424	Fire	Fire Alarm System - Plan Check & Inspection	Plan Check - Initial Submittal, New System; \$401 or actual costs with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.	Per plan check	\$401
S - 424			<u>Plan Check - Tenant Improvement:</u> 0-5,000 Sq. Ft: \$411 5,001-25,000 Sq. Ft: \$576 25,001-50,000 Sq. Ft: \$740 >50,000 Sq. Ft., each add'l 1,000 sq.ft., \$72.00	Per plan check	\$401 \$562 \$722 \$70/sqft
S - 425			<u>Permit/Inspection:</u> \$286	Per permit/inspection	\$279
S - 425			<u>Pre-Wire and Final Inspection:</u> 0-5,000 Sq. Ft: \$358 5,001-25,000 Sq. Ft: \$500 25,001-50,000 Sq. Ft: \$644 >50,000 Sq. Ft., each add'l 1,000 sq.ft., \$72.00	Per inspection	\$349 \$488 \$628 \$70/sqft
S - 426			Plan Check - \$494	Per plan check	\$482
S - 427	Fire	Fire Specialty Protection System Plan Check & Permit/Inspection	<u>Permit/Inspection - \$286</u>	Per permit/inspection	\$279
S-430	Fire	Fire Solar System Plan Check & Permit/Inspection	Single Family Residential - included as part of Building fees	N/A	
S - 431			<u>Multi-Family, Commercial, or Industrial:</u> Plan Check - \$247	Per plan check	\$241
S - 432			<u>Permit/Inspection - \$214 per inspection</u>	Per permit/inspection	\$209

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Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/26	Fee Instructions/Notes	2025 Fee
S-440	Fire	Fire Alt. Materials & Methods Rev	\$411 per application plus actual costs at the fully allocated hourly rates for all time after two hours	Per application	\$401
	Fire	Fire Protection Plan	Single Family Dwelling: \$987 Multiple Unit Site: \$1,645		\$963 \$1,605
S-442	Fire	Underground Tank Installation - Removal P.C. Inspection	\$572	Per permit	\$558
S-444	Fire	New Development Flow Test	This service is provided by the Water District.		X
S-446	Fire	Miscellaneous Fire Inspection	\$214/hour	Per inspection	\$209
	Fire	AB-38 Compliance Inspection	\$214/hour	Per inspection	\$209
S-447	Fire	After Hour Inspection	Actual cost using fully allocated hourly rates (\$300 minimum)	Per inspection	\$293
S-448	Fire	Standby Charge	Actual cost using fully allocated hourly rates (\$679 minimum)	Per request	\$662
S-460	Fire	Business Fire Safety Inspection	<u>B, R2, R2.1 Occupancies:</u> 0-1,000 SF - \$144 1,001-3,500 SF - \$286 3,501-10,000 SF - \$429 10,001 SF - \$930 <u>All Other Occupancies:</u> 0-1,000 SF - \$286 1,001-3,500 SF - \$500 3,501-10,000 SF - \$644 10,001 SF - \$1,145	Per in-City business certificate application (S-620) & renewal (S-626)	\$140 \$279 \$419 \$907 \$279 \$488 \$628 \$1,117
	Fire	State Mandated Inspections	<u>State Mandated R-2 Inspections (Apartments):</u> 3-10 units/building \$494 11-40 units/building \$658 >40 units/building \$987 <u>State Mandated R-1 Inspections (Hotels/Motels):</u> \$987 <u>State Mandated E Occupancies (Private):</u> Pre-School \$576 Elementary/Middle School \$987 High School \$987	All annual inspection fees shall include time for the initial inspection and 1 reinspection. All subsequent reinspections may be charged an additional rate per inspection as determined by the AHJ.	\$482 \$642 \$963 \$963 \$562 \$963 \$963
S-470	Community Dev (Codes)	False Alarm	\$50 for the first excessive false alarm \$100 for the second excessive false alarm \$150 for the third and each successive excessive false alarm	SBMC 4.36	
S-480	Marine Safety	Marine Safety Junior Lifeguard Apparel & Accessories	Cost plus 25% for administrative fee rounded to the nearest \$1 dollar price increment		
S-490	Marine Safety	Marine Safety Junior Lifeguard	Resident: \$384 Non-Resident: \$446	2-week sessions (4 AM & 4 PM), Grooms (age 7-8) and Junior Lifeguards (ages 9-16) Per session	\$375 \$435

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COMMUNITY SERVICES					
S-510	Community Serv	Special Event Permit	\$54 Resident/Non-profit/In Town Business \$997 Non-resident/Outside City Business \$889 for street closure	Per permit; Block Parties are exempt from street closure rate	\$53 \$973 \$867
S-515	Community Serv	Sound Permit	\$11	per application	\$11
S-519	Finance	Liability Insurance	set by City's Insurance Broker	Per event or rental	
S-520	Community Serv	Contract Enrichment Classes	100% cost recovery	Per class; Class instructor receives 70% of the class fee and the City receives 30% of the class fee.	
S-522	Community Serv	Day Camp Program (weekly rates)	<u>Day Camp, age 5-11:</u> Resident \$185 Non-Resident \$240 <u>Day Camp After Care, age 5-11:</u> Resident \$53 Non-Resident \$81 <u>Leader in Training, age 13-17:</u> \$46		\$180 \$234 \$52 \$79 \$45
S-524	Community Serv	Sports Field Admin	Residents \$0 Non-residents \$24	Per hour	\$23
S-526	Community Serv	Facility Rental (Community Center)	\$10 Nonprofit \$72 Resident \$82 Non-resident	Per hour	\$10 \$70 \$80
S-530	Community Serv	Fletcher Cove Community Center Facility Rental	Friday 5pm -10pm & Sat/Sun 11am-10pm Resident \$50/hr, Non-resident \$150/hr Non refundable cleaning fee - \$150 Refundable Security Deposit - \$500 Trained Contract Staff - \$28/hr City Purchased Insurance - premium cost City Purchased Insurance w Alcohol - premium cost	Per SBMC 11.40.140	
S-540	Community Serv	Public Art Consignment Fee	\$120 + 25% of sale price if sold	Per application for requests from artists to display their art in the public right of way per the MAP guidelines.	\$117

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PERMIT REGISTRATION SERVICES					
S-610	Finance	Short Term Vacation Rental Permit	<u>New:</u> \$259 per permit <u>Renewal:</u> \$146 per permit	Per permit	\$253 \$142
S-620	Finance	New/Changed Business Certificate	<u>Business located within the City:</u> \$317 <u>Home Base:</u> \$127 <u>Located outside the City:</u> \$95	Per application + S-460 for Business located within the City	\$309 \$124 \$93
S-626	Finance	Business Certificate Renewal	<u>Business located within the City:</u> \$95 <u>Home Base:</u> \$64 <u>Located outside the City:</u> \$64	Per renewal + S-460 for Business located within the City	\$93 \$62 \$62
S-628	Finance	SB 1186	\$4.00 SB 1186 Fee to be paid by all business certificate, regulatory, and STVR applicants	Per application/renewal	\$4
S-629	Finance	STVR Permit Duplicate	\$43	Per duplicate	\$43
S-630	Community Dev (Codes)	Amusement Permit	<u>New:</u> \$470 per permit, plus \$17 per Device <u>Renewal:</u> \$294	Per Permit, plus DOJ and other State Fees	\$459 \$17 \$287
S-631	Community Dev (Codes)	Dance Permit	<u>New:</u> \$470 <u>Renewal:</u> \$294	Per Permit, plus DOJ and other State Fees	\$459 \$287
S-632	Community Dev (Codes)	Entertainment Permit	<u>New:</u> \$470 <u>Renewal:</u> \$294	Per Permit, plus DOJ and other State Fees	\$459 \$287
S-633	Community Dev (Codes)	Firearms Permit	<u>New:</u> \$470 <u>Renewal:</u> \$294	Per Permit, plus DOJ and other State Fees	\$459 \$287
S-634	Community Dev (Codes)	Massage Establishment Permit	<u>New:</u> \$470 <u>Renewal:</u> \$294	Per Permit, plus DOJ and other State Fees	\$459 \$287
S-635	Community Dev (Codes)	Secondhand Dealer Permit	<u>New:</u> \$470 <u>Renewal:</u> \$294	Per Permit, plus DOJ and other State Fees	\$459 \$287
S-636	Community Dev (Codes)	Solicitors Permit	<u>New:</u> \$470 per permit plus \$174 for each additional solicitor <u>Renewal:</u> \$338	Per Permit, plus DOJ and other State Fees	\$459 \$170 \$330
S-637	Community Dev (Codes)	Taxi Business Permit	<u>New:</u> \$559 per permit plus \$31 for each cab <u>Renewal:</u> \$338 per permit plus \$31 for each cab	Per Permit, plus DOJ and other State Fees	\$545 \$30 \$330 \$30
S-638	Community Dev (Codes)	Tobacco Sales Permit	<u>New:</u> \$470 <u>Renewal:</u> \$294 Late Fee - Renewal fee + 10%	Per Permit, plus DOJ and other State Fees	\$459 \$287
S-639	Community Dev (Codes)	Newsstand/News Rack Permit	\$354	Per Permit	\$345
	Community Dev (Codes)	CA MTC Certified Massage Tech/Business Registration	<u>New:</u> \$448 <u>Renewal:</u> \$316	Per Permit Per Permit	\$437 \$308
S-660	Engineering	Golf Cart Permit	\$26	Per permit	\$25

CITY OF SOLANA BEACH
Schedule of Fees
Effective January 1, 2026

Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/26	Fee Instructions/Notes	2025 Fee
ADMINISTRATIVE SERVICES					
S-640	Finance	Administrative Citation	Fines shall be assessed in the amounts specified by resolution of the city council, or, where no amount is specified: A fine not exceeding \$100.00 for a first violation; A fine not exceeding \$200.00 for a second violation of the same ordinance, term, or condition within one year from the date of the first violation; A fine not exceeding \$500.00 for each additional violation of the same ordinance, term or condition within one year from the date of the first violation. (Ord. 283 § 2, 2002)	SBMC 1.18.030	
S-645	Finance	STVR - Permit Violation Penalties	First Violation in 12-month period - \$500 Second Violation in 12-month period - \$1,000 Third Violation in 12-month period - Permit revocation and hearing pursuant to SBMC 4.04.110	SBMC 4.47.070	
S-711	City Clerk	Notary Public Service	\$15 per Signature	Per signature; limited to \$15 by State law.	
S-712	City Clerk	Document Certification	\$144	Per item	\$140
S-715	City Clerk	Audio/Video Tape Reproduction	Audio CD: \$54 DVD: \$41	Per item	\$53 \$40
			Convert VHS to DVD: Actual Costs Convert Audio Cassette to CD/MP4: Actual Costs		
S-716	City Clerk	Annual Agenda Mailing Subscription	\$591	Per Annual Subscription	\$577
S-717	City Clerk	Annual Agenda Packet Mailing Subscription	\$2,937	Per Annual Subscription	\$2,865
S-718	City Clerk	Special Notice Subscription	\$104	Per Annual Subscription	\$101
S-719	City Clerk	Document Print/Copy	<u>All Copies:</u> First 10 pages - No Charge \$0.21 per page for every page thereafter <u>Document Imaging:</u> First 10 pages - No Charge \$0.15 per page for every page thereafter <u>Data Copy:</u> \$54 per device <u>Maps/Blueprints:</u> Actual Costs	Per request	\$0.21 \$0.15 \$53
S-720	City Clerk	Candidate Processing	\$25	Per application; fee set by the State	
S-721	City Clerk	Initiative Processing	\$200	Per initiative; fee set by the State	
S-722	City Clerk	Verification of Residency	\$144	Per request	\$140
S-740	Finance	NSF Check	\$25	\$25 first check, \$35 each subsequent check - set by State	
S-750	Finance	Credit Card Convenience Fee	set by City's Third-Party Credit Card Processor	Per credit card charge	
S-760	Various	Technology Surcharge	Charge 5.0% of all Plan Check and Permit fees and Entitlements (except Impact Fees)		5%

ATTACHMENT "3"
BUILDING PERMIT FEE SCHEDULE

Service Code #	TOTAL VALUATION *	BASE BUILDING PERMIT FEE *	2025 Fee
S-210	\$1.00 to \$500.00	\$42.00	\$ 41.00
	\$500.01 to \$2,000.00	\$42 for the first \$500 plus \$5.49 for each additional \$100, or fraction thereof, to and including \$2,000.00	\$41.00 + \$5.36
	\$2,000.01 to \$25,000.00	\$124 for the first \$2,000 plus \$25.30 for each additional \$1,000, or fraction thereof, to and including \$25,000	\$121 + \$24.68
	\$25,000.01 to \$50,000.00	\$715 for the first \$25,000 plus \$18.28 for each additional \$1,000, or fraction thereof, to and including \$50,000	\$698 + \$17.83
	\$50,000.01 to \$100,000.00	\$1,163 for the first \$50,000 plus \$12.66 for each additional \$1,000, or fraction thereof, to and including \$100,000	\$1,135 + \$12.35
	\$100,000.01 to \$500,000.00	\$1,796 for the first \$100,000 plus \$10.13 for each additional \$1,000, or fraction thereof, to and including \$500,000	\$1,752 + \$9.88
	\$500,000.01 to \$1,000,000.00	\$5,848 for the first \$500,000 plus \$8.59 for each additional \$1,000, or fraction thereof, to and including \$1,000,000	\$5,705 + \$8.38
	\$1,000,000.01+	\$10,139 for the first \$1,000,000 plus \$5.70 for each additional \$1,000, or fraction thereof	\$9,892 + \$5.56

ASSOCIATED FEES

S-212	Permit Issuance Fee	\$52.00	\$ 51.00
S-220	Individual Plumbing Permit	\$176.00	\$ 172.00
S-230	Individual Electrical Permit	\$176.00	\$ 172.00
S-240	Individual Mechanical Permit	\$176.00	\$ 172.00
S-233	Water Heater Permit	\$106.00	\$ 103.00

In Combination with Building Permit

S-222	Plumbing Permit	7% of Base Permit Fee	
S-232	Electrical Permit	7% of Base Permit Fee	
S-242	Mechanical Permit	7% of Base Permit Fee	
S-250	Energy Surcharge Fee	15% of Base Permit Fee	
S-252	Disabled Access Surcharge Fee	10% of Base Permit Fee	
	(Disabled Access fee applies to Commercial, Industrial, Assembly, Educational and Multi-Family type projects as required by State Building Code)		
S-255	Plan Check Fee	85% of Building Permit Fee	
	(Residential sub-division or tract development projects may have production units that are duplicates of the model units reduced to 30% of the permit fee)		

NOTES:

	A Building Permit shall include only a single issuance fee if the permit has a combination of activities (i.e.: Building/Plumbing/Electrical/Mechanical.)		
S-260	Projects requiring plan revisions or having a new scope of work shall be charged a fee determined by using the current preferred hourly rate as established by EsGil Corporation.		
S-262	Expedited processing is only available for unusual circumstances as deemed appropriate by City Staff. Charges for expedited services shall be determined by using an hourly rate of two times the current preferred hourly rate as established by EsGil Corporation.		
S-265	Projects requiring special inspections or additional re-inspections shall be charged a fee determined by using the current preferred hourly rate as established by EsGil Corporation.		
*	Upon initial submittal to the City, permit fees based on valuations will be calculated using the valuations listed in Attachment A of the Fee Schedule. This will be the minimum fee charged for the permit. If upon a subsequent submittal, the valuation decreases, no refund based on the decreased valuation will be provided to the applicant. If the valuation increases, additional permit fees will be calculated based on the difference between the valuation used to calculate the minimum fee and the increased valuation.		

ATTACHMENT "4"
IMPACT FEE SCHEDULE
Calendar Year 2026 - Effective January 1, 2026

**Service
Code #**

**CY2025
Fee**

S-322 Transportation Impact Fee: Ordinance 479

<u>Fee Rate Category</u>	<u>Fee Rate</u>		
Residential: Single Family	\$ 19,784.00	Per Unit	\$ 19,089.00
Residential: Condo & Multi-Family	\$ 14,109.00	Per Unit	\$ 13,613.00
Residential: ADU	\$ 4,947.00	Per Unit	\$ 4,773.00
Retail, Commercial & Shopping	\$ 21,495.00	Per 1,000 SF	\$ 20,740.00
Office & Employment Center	\$ 13,237.00	Per 1,000 SF	\$ 12,772.00
Industrial	\$ 3,887.00	Per 1,000 SF	\$ 3,750.00
Lodging & Resort	\$ 13,810.00	Per 1,000 SF	\$ 13,325.00
Educational & Institutional	\$ 11,637.00	Per 1,000 SF	\$ 11,228.00
Other	\$ 167.14	Per TDU	\$ 161.27

S-330 Fire Mitigation Impact Fee (FMIF): Ordinance 492/Resolution 2018-147

Detached Dwelling	\$ 1,941.00	Per Unit	\$ 1,894.00
Attached Dwelling	\$ 274.00	Per Unit	\$ 267.00
Hotels/Motels	\$ 918.00	Per Keyed Room	\$ 896.00
Commercial/Service	\$ 0.13	Per Sq Ft	\$ 0.13
Office/Professional	\$ 0.14	Per Sq Ft	\$ 0.14
Light Industrial	\$ 0.10	Per Sq Ft	\$ 0.10
Public/Institutional Uses	\$ 0.05	Per Sq Ft	\$ 0.05
Residential Remodel	\$ 0.75	Per Sq Ft	\$ 0.73

S-332 Park Development Impact Fee (PDIF): Ordinance 493/Resolution 2018-147

Detached Dwelling	\$ 7,631.00	Per Unit	\$ 7,445.00
Attached Dwelling	\$ 5,521.00	Per Unit	\$ 5,386.00
Residential Remodel			
New Bedroom	\$ 20.47	Per Sq Ft	\$ 19.97
Less, Bedroom Demo	\$ (20.47)	Per Sq Ft	\$ (19.97)

S-334 Public Use Facilities Impact Fee (PUFIF): Ordinance 496/Resolution 2018-147

Detached Dwelling	\$ 706.00	Per Unit	\$ 689.00
Attached Dwelling	\$ 511.00	Per Unit	\$ 499.00
Residential Remodel			
New Bedroom	\$ 1.90	Per Sq Ft	\$ 1.85
Less, Bedroom Demo	\$ (1.90)	Per Sq Ft	\$ (1.85)

S-338 Public Recreation Impact Fee (PRIF): Resolution 2018-140

Initial Area	\$ 148.00	Per Sq Ft	\$ 145.00
Bluff Retreat	\$ 1,044.00	Per Linear Ft	\$ 982.00

ATTACHMENT 5

Building Valuation Data – AUGUST 2025

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in February 2026. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the “average” construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2024 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are “average” costs based on typical construction methods for each occupancy group and type of construction. The average

costs include foundation work, structural and nonstructural building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.
- 3.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget} \times (\%)}{\text{Total Annual Construction Value}}$$

Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

Example

Type of Construction: IIB

Area: 1st story = 8,000 sq. ft.

2nd story = 8,000 sq. ft.

Height: 2 stories

Permit Fee Multiplier = 0.0075

Use Group: B

1. Gross area:
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:
B/IIB = \$268.41/sq. ft.
3. Permit Fee:
Business = 16,000 sq. ft. x \$268.41/sq. ft x 0.0075
= \$32,209.20

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs ^{a, b, c}

Group (2024 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	340.83	328.70	319.00	306.43	286.33	278.03	295.95	266.82	256.61
A-1 Assembly, theaters, without stage	312.91	300.78	291.08	278.51	258.66	250.36	268.03	239.14	228.94
A-2 Assembly, nightclubs	272.09	264.11	255.82	246.06	230.47	224.21	237.62	209.58	201.63
A-2 Assembly, restaurants, bars, banquet halls	271.09	263.11	253.82	245.06	228.47	223.21	236.62	207.58	200.63
A-3 Assembly, churches	317.60	305.47	295.77	283.20	263.47	255.18	272.73	243.96	233.75
A-3 Assembly, general, community halls, libraries, museums	266.72	254.59	243.89	232.31	211.46	204.17	221.84	191.95	182.74
A-4 Assembly, arenas	311.91	299.78	289.08	277.51	256.66	249.36	267.03	237.14	227.94
B Business	301.40	290.70	280.27	268.41	245.13	236.39	258.10	219.07	209.02
E Educational	290.11	279.78	270.34	258.97	240.45	228.20	250.06	210.46	203.65
F-1 Factory and industrial, moderate hazard	165.82	157.82	147.89	142.31	126.72	120.56	135.68	105.08	97.84
F-2 Factory and industrial, low hazard	164.82	156.82	147.89	141.31	126.72	119.56	134.68	105.08	96.84
H-1 High Hazard, explosives	154.69	146.69	137.76	131.18	116.91	109.75	124.55	95.27	0.00
H234 High Hazard	154.69	146.69	137.76	131.18	116.91	109.75	124.55	95.27	87.03
H-5 HPM	301.40	290.70	280.27	268.41	245.13	236.39	258.10	219.07	209.02
I-1 Institutional, supervised environment	277.74	267.79	258.23	248.47	227.43	221.32	247.95	204.83	197.52
I-2 Institutional, hospitals	473.85	463.15	452.71	440.86	415.54	0.00	430.54	389.49	0.00
I-2 Institutional, nursing homes	326.90	316.19	305.76	293.90	272.12	0.00	283.59	246.07	0.00
I-3 Institutional, restrained	318.07	307.36	296.93	285.07	264.31	254.57	274.76	258.10	226.20
I-4 Institutional, day care facilities	277.74	267.79	258.23	248.47	227.43	221.32	247.95	204.83	197.52
M Mercantile	203.08	195.10	185.80	177.05	161.11	155.85	168.60	140.22	133.27
R-1 Residential, hotels	280.94	270.99	261.43	251.67	230.13	224.02	251.15	207.53	200.22
R-2 Residential, multiple family	234.59	224.64	215.08	205.32	185.03	178.92	204.80	162.43	155.12
R-3 Residential, one- and two-family ^d	218.08	212.28	207.18	202.76	195.98	189.00	206.85	182.23	170.80
R-4 Residential, care/assisted living facilities	277.74	267.79	258.23	248.47	227.43	221.32	247.95	204.83	197.52
S-1 Storage, moderate hazard	153.69	145.69	135.76	130.18	114.91	108.75	123.55	93.27	86.03
S-2 Storage, low hazard	152.69	144.69	135.76	129.18	114.91	107.75	122.55	93.27	85.03
U Utility, miscellaneous	122.65	115.66	107.12	102.79	91.57	85.78	97.87	72.88	69.64

- Private Garages use Utility, miscellaneous
- For shell only buildings deduct 20 percent
- N.P. = not permitted
- Unfinished basements (Group R-3) = \$31.50 per sq. ft.

I. Miscellaneous Valuations

The following Miscellaneous Valuations table was developed by the San Diego Chapter of ICC and is adjusted annually using the ENR 20 Cities Construction Cost Index, as published by Engineering News-Record, McGraw-Hill Publishing Company.

Structure or Item	Valuation	Structure or Item	Valuation
Agricultural Building	\$59 /sq ft	Pile Foundations	
Aluminum Siding	\$18 /sq ft	Cast-in-place concrete piles	\$66 /lf
Antennas		Steel piles	\$161 /lf
Radio over 30 ft high	\$10,876 ea	Retaining Wall	
Dish, 10 ft diameter		Concrete or Masonry	\$55 /sq ft
w/decoder	\$13,213 ea	Re-roofing	
Awning or Canopy		Note: 1 square = 100 square feet	
(Supported by Building)		Built-up	
Aluminum	\$65 /sq ft	Asphalt based Low Slope	\$494 /sq
Canvas	\$28 /sq ft	Single-Ply	\$803 /sq
Balcony	\$45 /sq ft	Coating	\$265 /sq
Carport	\$26 /sq ft	Fiberglass	\$442 /sq
Commercial Coaches	\$3,624 ea	Overlay	\$362 /sq
Decks (wood)	\$45 /sq ft	Aluminum	\$1,766 /sq
Demolition of Building	\$8 /sq ft	Clay Tile	\$803 /sq
Dwelling Solariums	\$149 /sq ft	Concrete Tile	\$723 /sq
Fence or Freestanding Wall		Metal Standing Seam	\$2,249 /sq
Wood or Chain Link	\$6 /sq ft	Roof Structure Replacement	\$46 /sq ft
Wood Frame with Stucco	\$18 /sq ft	Saunas (Steam)	\$21,060 ea
Wire	\$6 /sq ft	Spa or Hot Tub	\$22,291 ea
Masonry	\$28 /sq ft	Stairs (Ramps)	\$45 /sq ft
Wrought Iron	\$18 /sq ft	Stone and Brick Veneer	\$20 /sq ft
Fireplace		Storage Racks	\$3 /cu ft
Concrete or masonry	\$11,214 ea	Suspended Ceilings	\$16 /sq ft
Prefabricated metal	\$7,281 ea	Swimming Pool	
Greenhouse	\$18 /sq ft	Per sq ft of surface area	
Manufactured Housing	\$75 /sq ft	Vinyl-lined	\$104 /sq ft
Mobile Home	\$75 /sq ft	Gunite	\$114 /sq ft
Patio		Fiberglass	\$124 /sq ft
Wood Frame with Cover	\$28 /sq ft	Tenant Improvements	\$104 /sq ft

II. Alterations to Existing Structures With No Additional Floor Area or Roof Cover

Structure or Item	Valuation
Interior Partition	\$151 /lf
Install Windows or Sliding Glass Doors	\$46 /sq ft of opening
Close Exterior Wall Opening	\$45 /sq ft of opening

To determine building valuation when the scope of work does not add to the existing floor area, for example when enclosing an open porch, or when converting a garage to living space, use the difference in the valuation per square foot between the existing and the new use or occupancy.

Please note: Once a new San Diego Chapter of ICC is released - typically in January each year. That will be used to replace the above Misc. Valuations Table.



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: December 10, 2025
ORIGINATING DEPT: Community Development – Joseph Lim, Director
SUBJECT: **Introduce (1st Reading) Ordinance 533 - Outdoor Dining and Other Zoning Code Updates**

BACKGROUND:

On October 23, 2023, the City Council (Council) considered modifying the City's Sidewalk Café and Outdoor Dining regulations. At that meeting, Council provided direction to Staff including to further analyze and explore additional modifications. Since making the recommended changes, Staff continued to work with the Council subcommittee and the Business Liaison group to refine outdoor dining standards. Those standards were implemented through new Temporary Use Permit (TUP) guidelines that took effect in the summer of 2024. Any businesses that wanted to continue or implement outdoor dining activities were required to update or apply for a new or modified TUP. These guidelines serve as a baseline for which changes to the existing Sidewalk Café and Outdoor Dining Ordinance are being presented. Staff has also identified other Zoning Code clean up items that are in need of clarification and updates which are being included in the proposed Ordinance 533.

This item is before the Council to consider introduction of Ordinance 533 (Attachment 1), which includes 1) new Sidewalk Café and Outdoor Dining standards, 2) clarifying the percent of professional office space allowed in the Special Commercial Zone Districts, 3) updating the City's Accessory Dwelling Unit (ADU) Ordinance for consistency with State ADU Law; and 4) amending the City's Two-Unit Residential Development and Urban Lot Split standards to be consistent with State Law.

DISCUSSION:

Sidewalk Café and Outdoor Dining

The City has continued to support the desire by the businesses, business districts, Chamber of Commerce and the public to maintain temporary outdoor dining activities. Since the Council's approval of the COVID-19 TUP Policy, the City of Solana Beach (City)

CITY COUNCIL ACTION:

has conditionally approved 24 businesses with outdoor dining services. Of the 24 businesses with outdoor dining, 19 of those were utilizing parking areas, two of which were utilizing public parking areas (Pillbox Tavern and Saddlebar). The other five businesses with outdoor dining are utilizing public and/or private sidewalk areas for the outdoor dining. Some businesses have closed or removed the outdoor dining areas since the last meeting with Council, however, new or replacement businesses have submitted TUP applications in conformance with the updated TUP guidelines. The following is an updated summary of businesses that have or had outdoor dining activities:

Businesses w/ Updated TUP Applications (Completed or In Process)

- Lofty Coffee
- Naked Café
- Mia's (formerly ALCE)
- Lana (formerly CPK)
- Wetstone Wine Bar (formerly Homestead)
- Station Sushi (public sidewalk)
- Ranch 45 (New)
- Pizza Port (public sidewalk)
- Chauncey's Pizzeria (formerly Tidewater; public sidewalk)
- Madeleine's (New)
- Achilles Coffee (New)
- Pillbox Tavern (public parking)

No Updated Application

- Claire's & Claire's Too (no response to Staff outreach)
- Parioli Bistro (no response to Staff outreach)

Removed Outdoor Dining Area

- Fidel's
- Tony's Jacal
- Fish Market
- Subway
- Saddlebar
- Local Greens
- Chief's Burger, Brews & Spirits
- T's Café
- Crust Pizzeria
- Samurai
- Pamplermousse Grille
- Barefoot Café

In October 2023, Staff presented a draft of Ordinance 533 where the City Council provided feedback. The following is the summary of City Council comments:

- Support no additional parking needed for outdoor dining areas as there was limited impacts to surrounding businesses (Pillbox exception)
- Agreed that businesses that update COVID-19 TUP applications and outdoor dining areas per revised guidelines would have the TUPs converted to DUP/CUP
- New businesses would be required to apply for DUP/CUP once new ordinance takes effect
- Support existing 4-foot minimum requirement for path of travel for all businesses
- Support minimum 8-foot separation from ingress/egress of adjacent businesses
- Support encroachment permit and encroachment maintenance and removal agreement requirement for any businesses using public spaces (sidewalks, parking, or right-of-way)
- Support requirement of fees as cost recovery for service
- Consideration of sliding scale of percentage to allow outdoor dining for businesses with smaller public use areas
- Further study use of public parking areas
- Request additional information regarding leasing of public areas (parking, sidewalks, or right-of-way)

Since the October 2023 Council meeting, Staff met with the Business Liaison Committee and with the appointed City Council subcommittee to consider the additional changes as discussed at the Council meeting. While the overarching goal was to continue to encourage outdoor dining areas and sidewalk cafes and increase pedestrian activity within commercial areas, there was also a desire to ensure the public health, safety and general welfare of the community was maintained.

The Ordinance being presented before Council includes expanded definitions of dining establishments, outdoor eating areas and sidewalk cafés. Outdoor dining activities would require that a business apply for a Conditional Use Permit (CUP). The CUP application would require detailed information and plans of the area within which the business wished to expand. The proposed regulations allow a minimum 200 square feet of outdoor dining area for any business. Additional outdoor dining area may be allowed at 50% for each additional square foot of public use area above 200 square feet. The draft language would allow these outdoor dining areas and sidewalk cafes to be located on public sidewalks, on adjacent off-street public parking areas, as well as on private off-street parking spaces. The proposed ordinance also prohibits properties that have less than ten (10) parking spaces from using any parking spaces for outdoor dining. Properties with greater than ten (10) parking spaces may use three (3) parking spaces or 20% of the existing number of on-site parking spaces, whichever is fewer.

There is also updated language relating to canopies, umbrellas and other shade structures. While these fixtures would be allowed, some of the items that were placed as part of the COVID-19 TUP permits have been determined to be less desirable and inconsistent with the materials, colors and design features of the business, building and/or façade. Therefore, more detailed design and information for each application will be

required as part of the CUP review. Temporary “pop-up” canopies/tent structures would also be prohibited with the adoption of the proposed ordinance.

Some of the outdoor dining activities have resulted in aesthetically unsightly and potentially unhealthy conditions. To address these issues, Ordinance 533 requires that a maintenance and cleaning plan be submitted and approved for these outdoor dining areas, which shall include regular trash and debris removal and cleanup of the areas at the conclusion of operations on a daily basis. Additionally, the outdoor eating areas shall be cleaned/washed (with proper collection and disposal of any excess water so that it does not reach the stormwater system) on a weekly basis. These businesses may be subject to City inspection and, if needed, more frequent cleaning may be required to ensure compliance with the regulations.

One area that the Council requested additional information on was regarding fees for use of right-of-way. The City does not currently have an adopted fee for such uses other than an encroachment permit and any bond or deposit that would be associated with the removal and replacement of improvements within the right-of-way. The following information contains the rates that other jurisdictions have adopted:

- Del Mar - \$36.50 per square foot per year (parking rate)
- Encinitas - \$30.96 per square foot per year (outdoor dining)
- San Diego - \$37.68 per square foot per year (streetary)

Staff was unable to verify if any other jurisdictions have adopted fees for use of public spaces for outdoor dining. The aforementioned lease rates are only for discussion purposes. A study/analysis would need to be prepared for future consideration if the Council would like to further consider charging businesses for the outdoor dining areas that are utilizing public space (sidewalks or public parking lots). However, based on the lowest rate (Encinitas \$30.96/SF/year), if a business wanted to use the public sidewalk or public parking area of 360 square feet (two parking spaces), the annual lease rate would be \$11,145.60, not including any cost of living adjustments.

Special Commercial Zone District

In an effort to provide clarity and consistency in the implementation of the existing development standards for buildings and projects within the Special Commercial (SC) Zone District, Staff is proposing to amend Subsection 17.28.020.B.4 that maintains retail uses on the street level or first floor of buildings within the SC Zone District. Language has been added to clarify the calculation for retail uses is based on the existing developed structure.

Accessory Dwelling Unit Ordinance Update

The State of California recently amended State Law that modified the number of detached multiple accessory dwelling units on lots with existing multifamily dwellings. Pursuant to SB 130, cities must allow up to eight (8) detached accessory dwelling units on a lot with existing multifamily dwellings but shall not exceed the number of existing units on the lot.

This is an increase from the previously allowed two (2) detached accessory dwelling units. Subsection 17.20.040.D.5.d is proposed to be amended as required to reflect current State Law.

Two-Unit Residential Development/Urban Lot Split Update

The State of California also amended provisions of SB 9 as a “clean up” item under SB 450, which provides for development of two residential units within single-family residential zones and urban lot splits as a ministerial action. SB 450 provisions restrict local agencies from adopting local development standards for SB 9 projects that do not apply uniformly to development within the underlying zone. The City’s Two-Unit Residential Development and Urban Lot Split standards previously allowed a maximum of 825 square feet per unit. Removal of this standard requirement would bring the City into compliance with SB 450.

CEQA COMPLIANCE STATEMENT:

This project is exempt from the provisions of the California Environmental Quality Act pursuant to Section 15061(b)(3) because the proposed Zoning Code updates are covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment and pursuant to Section 15282(h) that it also entails the adoption of State mandated accessory dwelling unit, two-unit residential development and urban lot split standards in an effort to address the State housing crisis.

FISCAL IMPACT:

There would be no impact to the General Fund from Ordinance 533, as proposed. No changes to existing City fees are proposed at this time.

WORK PLAN:

N/A

OPTIONS:

- Approve Staff recommendation.
- Approve Staff recommendation with alternative amendments / modifications.
- Deny Staff recommendation.
- Provide other direction to Staff.

CITY STAFF RECOMMENDATION:

Staff recommends that the City Council introduce Ordinance 533 (1st Reading) amending Title 15 of the Solana Beach Municipal Code.



Alyssa Muto, City Manager

Attachments:

1. Ordinance 533

ORDINANCE 533

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, REPEALING SECTION 17.60.130 AND ADOPTING A REVISED SECTION 17.60.130 OF THE SOLANA BEACH MUNICIPAL CODE THAT WOULD ALLOW OUTDOOR DINING AND SIDEWALK CAFES; AMENDING SECTION 17.28.020.B (PERMITTED USES AND STRUCTURES); AMENDING SECTION 17.20.040.D (ACCESSORY DWELLING UNITS); AMENDING SECTION 17.20.040.R (TWO-UNIT RESIDENTIAL DEVELOPMENTS); AND AMENDING SECTION 16.48.050 (REQUIREMENTS FOR URBAN LOT SPLITS) CONSISTENT WITH STATE LAW

WHEREAS, on June 10, 2020, the City Council adopted Resolution 2020-087 approving, among other actions, a COVID-19 Temporary Use Permit Policy to allow specified uses to operate outdoors; and

WHEREAS, on November 18, 2020, the City Council adopted Resolution 2020-148 extending the COVID-19 Temporary Use Permit Policy to allow specified uses to operate outdoors; and

WHEREAS, on April 28, 2021, the City Council adopted Resolution 2021-049 extending the COVID-19 Temporary Use Permit Policy to allow specified uses to operate outdoors through January 1, 2022; and

WHEREAS, on December 8, 2021, the City Council adopted Resolution 2021-135 extending the COVID-19 Temporary Use Permit Policy to allow outdoor dining through September 6, 2022; and

WHEREAS, on July 13, 2022, the City Council adopted Resolution 2022-085 extending the COVID-19 Temporary Use Permit Policy to allow outdoor dining through January 1, 2023; and

WHEREAS, on December 9, 2022, the City Council adopted Resolution 2022-132 extending the COVID-19 Temporary Use Permit Policy to allow outdoor dining through December 31, 2023; and

WHEREAS, on November 29, 2023, the City Council adopted Resolution 2023-129 extending the COVID-19 Temporary Use Permit Policy to allow outdoor dining through July 1, 2026; and

WHEREAS, the City Council wishes to continue to support and encourage economic growth and the business community in the City; and

WHEREAS, these ordinance changes meet the requirements as imposed under Business and Professions Code section 25750.5, Government Code section 65907(a) and Health and Safety Code 114067 in allowing outdoor dining expansion and parking reduction to mitigate COVID-19 pandemic restrictions; and

WHEREAS, State Law regarding Accessory Dwelling Units, Two-Unit Residential Developments in Single-Family Zones and Urban Lot Split Map provisions have been modified by the State of California requiring a local amendment to the City's Municipal Code provisions.

NOW, THEREFORE, the City Council of the City of Solana Beach hereby ordains as follows:

Section 1. All of the above statements are true; and

Section 2. Section 17.60.130 Sidewalk cafes and outdoor eating areas. Shall be amended to read to as follows:

17.60.130 Sidewalk cafes and outdoor eating areas.

A. Purpose and Intent. The purpose and intent of these regulations is to encourage outdoor dining areas and sidewalk cafes as both visual and publicly available amenities which intensify pedestrian activity and make street life more attractive in commercial areas, to promote and protect public health, safety, and general welfare, to preserve and enhance the character of neighborhoods, and to ensure adequate space for pedestrians.

B. Definitions.

1. A “dining establishment” means a structure whose principal use is the serving of food to the general public, including, without limitation, a restaurant, café, ice cream shop, bakery, sandwich shop, coffee house, delicatessen, pizza parlor and the like and where the sale of alcoholic beverages is an accessory use.

2. An “outdoor dining area” is a portion of a dining establishment, located either between the front setback of a building and the street or immediately adjacent to the restaurant, which is used exclusively for dining, drinking and circulation therein. Outdoor dining areas include sidewalk cafes.

3. A “sidewalk cafe” is a portion of a dining establishment, located within the sidewalk area of the public right-of-way, which is used exclusively for dining, drinking and circulation therein. A sidewalk cafe may provide waiter or waitress service or self-service.

4. “Public use area” includes existing dining, seating, waiting, walking or standing areas, and bathrooms of the interior of the existing restaurant.

C. Conditional Use Permit Required. A sidewalk cafe shall only be permitted by conditional use permit issued by the Director of Community Development or City Council in accordance with SBMC [17.68.010](#). Specific conditions providing for the development, operation, and design of such a use shall be imposed by the Director of Community Development or the City Council.

1. A Director’s Use Permit may be permitted pursuant to the regulations outlined in Sections D & E below.

2. Proposed Outdoor Dining Areas exceeding 1,000 square feet in size or exceeding the maximum allowable Outdoor Area Limitations based on the calculation in subsection D.1 below shall be subject to City Council approval.

D. Regulations. All outdoor eating areas, including sidewalk cafes, shall comply with the following regulations as applicable:

1. Outdoor Area Limitations:

- a. The minimum Outdoor Dining allowed shall be 200 square feet.
- b. The maximum allowable square footage for Outdoor Dining shall be as follows:
 - i. 100% for the first 200 square feet of public use area.
 - ii. 50% for each additional square foot of public use area above 200 square feet.
- c. The use of on-street public parking spaces for outdoor dining shall be prohibited.
- d. New outdoor dining areas in off-street public parking lots that were not approved pursuant to a previously approved temporary use permit or other City Council action shall be subject to City Council review.
 - i. Outdoor dining in off-street public parking lots may be allowed, including the north and south Plaza parking lots, subject to an encroachment permit and encroachment maintenance and removal agreement.
- e. Use of public and private sidewalks/walking areas may be allowed subject to clear path standards listed in subsection D.2.
 - i. Use of public sidewalks/walking areas for outdoor dining shall be subject to an encroachment permit and encroachment maintenance and removal agreement.
- f. Use of private parking spaces within the adjacent commercial property where the business is requesting outdoor dining may be allowed as follows:
 - i. Properties with greater than ten (10) parking spaces may use three (3) parking spaces or 20% of the existing number of on-site parking spaces per business, whichever is less. Use of private on-site parking spaces shall not exceed allowable outdoor dining area as defined in Section 17.60.130.D.1.

2. Clear Path.

- a. For sidewalk cafes, there shall be a minimum clear distance of four feet (4'), which is free of all obstructions. The minimum distance may be measured from any point within the sidewalk width; provided the clear path is maintained in a continuous line conforming to the curvature of the sidewalk. Portions of the sidewalk cafe may be located on either side of the clear path thereby creating two distinct perimeters. In no event may recesses in the sidewalk cafe frontage be used to satisfy this unobstructed width requirement except that corners of the sidewalk cafe may be rounded or mitered. For the purposes of the minimum clear path, parking meters, traffic signs, and trees which have gratings flush to grade, without fence or guards, shall not count as obstructions. Within a sidewalk cafe perimeter located on the street side of a clear path, tables and chairs may be located between sidewalk obstructions such as trees, light standards, planters, news racks, mailboxes, benches and similar fixtures; provided such public facilities remain accessible.

b. At the intersection of streets a minimum clearance, free of all obstructions, measured from the outer edge of the sidewalk cafe to the curb side or nearest obstruction, shall be required as determined by the city engineer. The corner of the sidewalk cafe wall may be rounded or mitered.

3. Cafe Boundary. No portion of a sidewalk cafe, such as gates or any objects placed within a sidewalk cafe, shall swing or project beyond the designated exterior perimeter of the sidewalk cafe. However, fire exit doors, which are used exclusively as emergency exit doors, shall be exempt from this provision.

4. Location. The outdoor dining area shall be limited to the outdoor area directly in front of the business' building frontage. Such outdoor dining shall maintain a minimum 8-foot distance from any ingress or egress points of the adjacent business. The review will take into consideration the effect that the exception may have on adjoining businesses in terms of visibility and access.

5. Access For Persons with Physical Disabilities. An outdoor dining area and its restaurant shall be directly accessible to persons with physical disabilities. In the event the main restaurant has provided such access, the outdoor eating area shall be accessible to persons with disabilities from the interior of the restaurant. In order to ensure access for persons with physical disabilities:

a. At least one door/gate/ingress/egress leading into the outdoor eating area or restaurant from the adjoining sidewalk shall be not less than three feet wide.

b. A ramp with non-skid surface, if there is change of grade, having a minimum width of three feet and a slope of not greater than one inch in height for every 12 inches of horizontal distance shall be provided. Such ramp may be of portable type for cafes which are six feet wide or less, except if the cafe is 180 square feet in area or greater.

6. General Design Considerations.

a. Fixtures.

i. Sidewalk cafes may contain readily removable railings or fencing or any combination of removable railings, fencing, and landscaping in planter boxes to separate the encroachment area from the remainder of the sidewalk.

ii. No solid walls shall be permitted in the right-of-way. Solid walls and wind screens are permitted in outdoor dining areas outside of the right-of-way.

iii. The furnishings of the interior of a sidewalk cafe shall consist of readily movable tables, movable chairs, and movable umbrellas. For the purposes of this section "readily movable" shall mean that no object such as a table, chair, planter, or any other fixture, shall be leaded, cemented, nailed, bolted, power riveted, screwed, or affixed, even in a temporary manner, to either the sidewalk or to any other structure which it abuts, unless required by building or fire code.

iv. Landscaping may be placed either in movable planters or planted in the ground inside the defined cafe area adjacent to any barrier, railing fence, or combination thereof.

v. Lighting and heating fixtures may be permanently affixed onto the exterior front of the main building. Portable heating units may be used in all outdoor cafes.

vi. Canopies, umbrellas and other shade structures may be permitted provided they are compatible with the materials, colors and design features of the adjoining building or façade in which the associated dining establishment is located. Temporary “pop-up” tent structures shall be prohibited.

b. Signage. Only the following signs are permitted within an outdoor dining area or sidewalk cafe:

i. The name and type of establishment may appear on the umbrellas or the valance of an awning.

ii. A movable menu board, not to exceed eight square feet, shall be allowed within the boundaries of the outdoor dining area or sidewalk cafe.

c. Refuse Storage Area. No structure or enclosure to accommodate the storage of trash or garbage shall be erected or placed on, adjacent to, or separate from a sidewalk cafe on the public right-of-way.

d. Safety.

i. All barriers, railings, or fences placed around a sidewalk cafe shall be contiguous to the sidewalk. The barriers shall be adequately designed so that unsafe conditions are not created for the physically disabled, blind and partially sighted. In order to maximize visual access and pedestrian safety, the height of the railing, barrier, fence, or planter within the right-of-way shall not exceed three feet in elevation from the patio area, unless required to meet a building code.

ii. Adequate lighting of barriers and railings for stairways and sidewalks shall be provided.

iii. No cantilevered projections over a public right-of-way or other pedestrian walkway shall be permitted. A change in paving pattern and texture may be required to alert pedestrians of a change in sidewalk use.

iv. Awnings or umbrellas may be used in conjunction with all outdoor dining areas. For sidewalk cafes within the public right-of-way, awnings shall be adequately secured, retractable and shall be constructed and installed to the satisfaction of the building official. At no point shall the height of the awning including the valance be less than seven feet from the floor of a sidewalk cafe.

v. Sidewalk cafes should be at the same elevation as the adjoining sidewalk. However, in the event of a grade change, consideration may be given to permit the floor level of the sidewalk cafe to be elevated or depressed.

7. Additional parking shall not be required for the outdoor dining area/sidewalk café.

8. Maintenance and Cleaning. A maintenance and cleaning plan for the sidewalk café and outdoor dining area shall be submitted as part of the application. At minimum, the following shall be conditions of approval for the maintenance of the outdoor eating area:

a. Trash and Debris Removal. Outdoor dining areas, including any adjacent landscaped areas, sidewalks, and parking areas, shall be kept free of trash and debris at all times. The cleanup and removal of any trash and debris at the conclusion of its operation daily.

b. The outdoor dining areas in the public right-of-way shall be cleaned/washed weekly to the satisfaction of the City Engineer. More frequent cleaning may be required after inspection by the City Engineer or his/her designee.

E. Review/Modifications/Revocations: A Conditional Use Permit may be subject to review, modification and/or revocation pursuant to Section 17.68.010.I of the SBMC.

F. Encroachment Permit Required. An encroachment permit and Encroachment, Maintenance and Removal Agreement (EMRA) shall be required for a sidewalk cafe in accordance with the provisions of SBMC 11.20.200 and shall be applied for and processed concurrently with the application for a conditional use permit.

1) Fees for an encroachment permit shall be established by resolution of the City Council.

2) Improvements within the right-of-way shall require bond or cash deposit to the satisfaction of the City Manager or their designee.

G. Liability Insurance. The permittee shall agree to hold the city of Solana Beach harmless and indemnify the city of Solana Beach from and against all claims, demands, costs, losses, damages, injuries, litigation, and liability arising out of or related to the use of the public property by the permittee or permittee's agents, employees, contractors, or guests. The permittee shall also give evidence of liability insurance in an amount determined by the issuing authority to be sufficient to deal with the maximum amount of potential liability related to permittee's use of the public property, and such additional terms as the issuing authority deems appropriate. The issuing authority may require an additional bond to be posted as security for the performance of permittee's obligation to repair all public property damaged as a result of permittee's use of the public property. (Ord. 185 § 2, 1993)

H. Any businesses with existing and approved Temporary Use Permits (TUP) that are in compliance with these provisions shall be issued a new Conditional Use Permit (CUP). Any existing businesses that have not updated the respective TUP to these current standards within 90 days of the effective date of this Ordinance shall remove the outdoor dining improvements or obtain a new Conditional Use Permit consistent with these provisions.

Section 3. Subsection 17.12.010.D.12.n shall be amended to read as follows:

n. Sidewalk Cafes. A portion of a dining establishment, located within the sidewalk area of the public right-of-way, which is used exclusively for dining, drinking and circulation therein. A sidewalk cafe may provide waiter or waitress service or self-service.

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Section 4. Subsection 17.28.020.B.4 shall be amended to read as follows:

4. Business, professional, medical and dental offices shall not exceed 50 percent of the building's floor area and shall not exceed 50 percent of the street level or first floor square footage. This shall only apply to non-residential uses within the Special Commercial zones.

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Section 5. Subsection 17.20.040.D.5.d (Accessory Dwelling Units) shall be amended to read as follows:

d. Multiple detached accessory dwelling units:

i. Multiple accessory dwelling units located on a lot that has an existing or proposed multifamily dwelling, but are detached from that multifamily dwelling are subject to height limitations outlined in subsection 4.g and rear yard and side setbacks as outlined in 4.c.

ij. On a lot with an existing multifamily dwelling, not more than eight (8) detached accessory dwelling units are allowed. However, the number of accessory dwelling units allowable pursuant to the subsection shall not exceed the number of existing units on the lot.

iii. On a lot with a proposed multifamily dwelling, not more than two detached accessory dwelling units are allowed.

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Section 6. Subsections 17.20.040.R.2.a and b (Two-Unit Residential Developments in Single-Family Zones) shall be amended as follows:

- a. If a parcel includes an existing single-family home, one additional unit may be developed pursuant to this subsection. No more than 25 percent of the existing exterior structural walls shall be demolished to create the two-unit residential development, unless the existing single-family home has not been occupied by a tenant in the last three years.
- b. If a parcel does not include an existing single-family home, or if an existing single-family home is proposed to be demolished in connection with the creation of a two-unit residential development, two units may be developed pursuant to this subsection.

Section 7. Subsection 16.48.050.C (Urban Lot Split) shall be amended as follows:

C. New unit size shall conform to the base zoning standards of the lot(s). Maps shall show the footprints of existing and proposed structures.

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Section 8. The City Council finds that this Ordinance is exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to Section 15305 of the California Environmental Quality Act (CEQA) Guidelines, which exempts minor alterations in land use limitations which will not result in any changes in land use or density. The City Council further finds that there is no possibility that the activity may have a significant effect on the environment and that therefore, pursuant to Section 15061(b)(3) of the CEQA Guidelines, the Ordinance is exempt from the provisions of CEQA.

Section 9. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Chapter, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Chapter, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

EFFECTIVE DATE: This Ordinance shall be effective thirty (30) days after its adoption. Within fifteen (15) days after its adoption, the City Clerk of the City of Solana Beach shall cause this Ordinance to be published pursuant to the provisions of Government Code Section 36933.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Solana Beach, California, on the ____ day of _____, 2025; and

THEREAFTER ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, on the ____ day of _____, 2026, 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