



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

AGENDA

Joint REGULAR Meeting
Wednesday, July 8, 2020 *4:00 p.m.

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

PUBLIC MEETING VIEWING

❖ **Live Broadcast on Local Government Channel, Live web-streaming, and Archived videos online.**

The Regular Meetings of the City Council are scheduled for the 2nd and 4th Wednesdays and are broadcast live on Cox Communications-Channel 19, Spectrum(Time Warner)-Channel 24, and AT&T U-verse Channel 99. The video taping of meetings are maintained as a permanent record and contain a detailed account of the proceedings. Council meeting tapings are archived and available for viewing on the City's [Public Meetings](#) webpage.

❖ **Zoom Virtual Webinar (registration required).** Register early and Join the meeting at least 15 minutes prior to the start time. To register to view/listen to the meeting, go to this public participant [link PENDING](#) for this meeting, follow the prompts to enter your name and email address. * To receive a confirmation email allowing you to enter the meeting and the link to join, you will need to enter a valid email address. Choose Gallery View to see the presentations, when applicable.

MEETING LOCATION WILL NOT BE OPEN TO THE PUBLIC.

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

AGENDA MATERIALS

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

PUBLIC PARTICIPATION

❖ Written correspondence regarding an agenda item at an open session meeting should be submitted to the City Clerk's Office at EMAILGRP-CityClerksOfc@cosb.org with the Subject line including the meeting date July 8, 2020. Please include the Agenda Item# and topic in your email. * Correspondence received after the official posting of the agenda, but before 12:00 p.m. on meeting day, will be distributed to Council and made available to the public online along with the agenda posting. Written submittals will be added to the record and not read out loud. * All submittals received before the start of the meeting will be made part of the record. The designated location for viewing public documents is the City's website www.cityofsolanabeach.org

❖ Zoom Webinar Public Comment Participation:

If you wish to provide a live verbal comment during the meeting, register for the Zoom Virtual (City Council Meeting) Webinar (registration required), register for the Zoom webinar as noted at the top, under Public Meeting/Zoom Webinar, and join the meeting using the "Join Webinar" link provided in your confirmation email.

1) EMAIL a Speaker Request by 12:00 p.m. (noon) on meeting day to EMAILGRP-CityClerksOfc@cosb.org

- Subject line should include Request to Speak
- Content should include the Item/Topic you would like to speak on.

AND

2) REGISTER as a speaker on meeting day by 12:00 p.m. (noon) by going to:

[link PENDING](#)

and follow the required prompts to receive a confirmation email with your log in link.

- Join the meeting 30 minutes before the meeting begins by clicking on the link provided in your confirmation email.
- Speaking participants may use the computer's microphone and speakers to listen and communicate or they may also call into the meeting by dialing into the meeting with a telephone (this information will be provided in your email confirmation). If you call in as well for better audio, mute your computer's speakers to eliminate feedback.
- Participants will be called upon from those who have submitted the Speaker Request, registered, and logged on as described above. You will be called on by name and unmuted by the meeting organizer and may provide comments for the allotted time. Allotted speaker times are listed under each [Agenda](#) section.

- Participants can use a computer microphone and speakers to listen and communicate or dial into the meeting with a telephone (if you log in and call in, mute one of the devices to eliminate feedback).
- Do not self-mute since you will muted when you enter the meeting and organizers will unmute you to provide comments. All oral comments received prior to the close of the meeting will be made part of the meeting record.

SPECIAL ASSISTANCE NEEDED - AMERICAN DISABILITIES ACT TITLE 2

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

As a courtesy to all meeting attendees, please set cellular phones and pagers to silent mode and engage in conversations offline/muted.

CITY COUNCILMEMBERS	
Jewel Edson, Mayor	
Judy Hegenauer, Deputy Mayor	Kristi Becker, Councilmember
Kelly Harless, Councilmember	David A. Zito, Councilmember

Gregory Wade
City Manager

Johanna Canlas
City Attorney

Angela Ivey
City Clerk

SPEAKERS:

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

READING OF ORDINANCES AND RESOLUTIONS:

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

CALL TO ORDER AND ROLL CALL:

CLOSED SESSION REPORT:

FLAG SALUTE:

APPROVAL OF AGENDA:

ORAL COMMUNICATIONS:

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

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

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

COUNCIL COMMUNITY ANNOUNCEMENTS / COMMENTARY:

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

A. CONSENT CALENDAR: (Action Items) (A.1. - A.10.)

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

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

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

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

A.1. Minutes of the City Council.

Recommendation: That the City Council

1. Approve the Minutes of the City Council Meetings held June 12, 2019.

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

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

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

Recommendation: That the City Council

1. Ratify the list of demands for June 6, 2020 – June 19, 2020.

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

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A.3. Street Maintenance & Repair Project 2020. (File 0820-35)

Recommendation: That the City Council

1. Adopt **Resolution 2020-107:**
 - a. Awarding a construction contract for the 2020 Street Maintenance & Repair Project, Bid 2020-03, in the amount of \$426,275 to TC Construction Company.
 - b. Approving an amount of \$73,725 for construction contingency.
 - c. Authorizing the City Manager to execute the construction contract on behalf of the City.
 - d. Authorizing the City Manager to approve cumulative change orders up to the construction contingency amount.

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

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A.4. Salary, Classification, and Compensation Plans Fiscal Year 2020/21. (File 0520-10)

Recommendation: That the City Council

1. Adopt **Resolution 2020-096** approving the FY 2020/2021 Salary and Compensation schedules and the addition of the Permit Technician to the City's classification plan.
2. Adopt **Resolution 2020-097** approving the FY 2020/2021 Side Letter Agreements between the City and the Solana Beach Employees' Association-Miscellaneous Unit, Marine Safety Unit, and Solana Beach Fire Association.

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

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A.5. Local Early Action Planning (LEAP) Grant Program Submittal. (File 0350-44)

Recommendation: That the City Council

1. Adopt **Resolution 2020-109:**
 - a. Authorizing/ratifying submittal of a LEAP Grant application to the California State Department of Housing and Community Development.
 - b. Authorizing the City Manager to act on behalf of the City of Solana Beach, in consultation with the City Attorney, to negotiate and execute all agreements and amendments necessary to comply with the grant requirements.

[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. Solana Beach Pump Station Upgrades Notice of Completion. (File 1040-30)

Recommendation: That the City Council

1. Adopt **Resolution 2020-106:**
 - a. Authorizing the City Manager to execute a change order with PCL Construction in the amount of \$138,716.
 - b. Accepting as complete the Solana Beach Sewer Pump Station Upgrades Project, Bid 2018-02, constructed by PCL Construction.
 - c. Authorizing the City Clerk to file a Notice of Completion.

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

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A.7. Water Damage Remediation and Restoration at City Hall and the Fire Station.
(File 1040-44)

Recommendation: That the City Council

1. Adopt **Resolution 2020-108**:

- a. Awarding the construction contract to War Rhino, Inc. in the amount of \$83,096.77 for the Solana Beach City Hall and Fire Station Water Damage Remediation and Restoration Project, Bid No. 2020-02.
- b. Approving an amount of \$25,000 for construction contingency.
- c. Authorizing the City Manager to execute the construction contract on behalf of the City.
- d. Authorizing the City Manager to approve cumulative change orders up to the construction contingency amount.
- e. Authorizing the City Manager to execute a Professional Services Agreement with ET&T Indoor Environmental, in the amount of \$20,000, for compliance testing services.

[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. Risk Management Contract for Worker Compensation Claims Administration with Tri-Star. (File 0180-70)

Recommend that the City Council:

1. Adopt **Resolution 2020-113**:

- a. Ratifying the Tri-Star contract executed by the City for worker compensation claims administration services for the period July 1, 2019 to June 30, 2020.
- b. Authorizing the City Manager to extend the agreement for up to three additional years at the City's option.

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

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

A.9. Initial Legislative Priority List for Lobbying Purposes. (File 0480-05)

Recommendation: That the City Council

1. Adopt **Resolution 2020-115** approving the Legislative Priority List for FY 2020/21.

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

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

A.10. Special Counsel Services Agreement for Municipal Election. (File 0400-05)

The Staff recommends that the City Council:

1. Adopt **Resolution 2020-114** approving and authorizing the City Manager to execute a Professional Services Agreement for Special Counsel Services for Municipal Elections between the City of Solana Beach and Best Best & Krieger LLP.

[Item A.10. Report \(click here\)](#)

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B. PUBLIC HEARINGS: (B.1. – B.3.)

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

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 written comments for the record or by registering to join the virtual meeting online to speak live, per the Public Participation instructions on the Agenda.

After considering all of the evidence, including written materials and oral testimony, the City Council must make a decision supported by findings and the findings must be supported by substantial evidence in the record.

An applicant or designee(s) for a private development/business project, for which the public hearing is being held, is allotted a total of fifteen minutes to speak, as per SBMC 2.04.210. A portion of the fifteen minutes may be saved to respond to those who speak in opposition. All other speakers have three minutes each.

B.1. Public Hearing: Rate Increase (Prop 218) for EDCO Waste and Recycling Services. (File 1030-15)

The Staff recommends that the City Council:

1. Conduct the Public Hearing: Open the public hearing, Report Council disclosures, Receive public testimony, Close the public hearing.
2. Following the Public Hearing, consider adopting **Resolution 2020-100** approving EDCO's rate review request increasing solid waste and recycling rates for FY 2020–21 in accordance with the Franchise Agreement.

[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: 1530 Santa Sabina DRP/SDP, Applicant: Dillard, Case #17-19-11. (File 0600-40)

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

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.
2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt **Resolution 2020-105** conditionally approving a DRP and an SDP for a first- and second-story addition and remodel to an existing two-story single-family residence with an attached garage, and perform associated site improvements at 1530 Santa Sabina Court.

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

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B.3. Public Hearing: 218 S. Granados, Applicant: Wilson, Case 17-19-10. (File 0600-40)

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

1. Conduct the continued Public Hearing: Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing
2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15301 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt **Resolution 2020-100** conditionally approving a DRP and SDP to construct a main floor square footage addition to attach the existing detached garage to the existing residence and construct an Accessory Dwelling Unit on top of the existing garage and perform associated site improvements at 218 S. Granados Avenue.

[Item B.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. STAFF REPORTS: (C.1.)

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

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C.1. Community Grant Awards FY 2020/21. (File 0330-25)

Recommendation: That the City Council:

1. Select the FY 2020/21 Community Grant Program recipients and identify an award amount to each recipient.
2. Adopt **Resolution 2020-111** authorizing the funding for the selected community grant applicants for financial assistance under the FY 2020/21.

[Item C.1. Report](#)

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. Fiscal Year 2020/21 Adopted Budget Adjustments. (File 0330-30)

Staff recommends the City Council consider

1. Adopt **Resolution 2020-101** authorizing adjustments to the Fiscal Year 2020/21 Adopted Budget.

[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. Solana Beach's \$175,000 Guaranty for a \$2,500,000 Credit Option to Clean Energy Alliance. (File 1010-46)

Recommendation: That the City Council

1. Adopt **Resolution 2020-112**:
 - a. Authorizing the City of Solana Beach to provide up to a \$175,000 guaranty for a \$2,500,000 credit option for the CEA as proposed by RCB or 3rd party approved by the CEA Board.
 - b. Authorizing the City Manager to act on behalf of the City, in consultation with the City Attorney, to negotiate and execute all agreements and amendments necessary for the guaranty.

[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. Discuss and Consider a Resolution 2020-116 Supporting and Standing in Solidarity with Black Residents and Communities of Color in the City of Solana Beach. (File 0480-75)

Staff recommends the City Council:

1. Consider adopting **Resolution 2020-116.**

[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.

WORK PLAN COMMENTS:

Adopted June 12, 2019

COMPENSATION & REIMBURSEMENT DISCLOSURE:

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

COUNCIL COMMITTEE REPORTS: [Council Committees](#)

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

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

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

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

ADJOURN:

Next Regularly Scheduled Meeting is August 26, 2020

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

Or Contact City Hall 858-720-2400

www.cityofsolanabeach.org

AFFIDAVIT OF POSTING

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

I, Angela Ivey, City Clerk of the City of Solana Beach, do hereby certify that this Agenda for the July 8, 2020 Council Meeting was called by City Council, Successor Agency to the Redevelopment Agency, Public Financing Authority, and the Housing Authority of the City of Solana Beach, California, was provided and posted on July 2, 2020 at 5:00 p.m. on the City Bulletin Board at the entrance to the City Council Chambers. Said meeting is held at 4:00 p.m., June 24, 2020, in the Council Chambers, at City Hall, 635 S. Highway 101, Solana Beach, California.

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

CITIZEN CITY COMMISSION AND COMMITTEE MEETINGS:

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

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

CITY OF SOLANA BEACH

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



AGENDA

Joint Meeting - Closed Session

Wednesday, June 12, 2019 * 5:00 p.m.

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

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

CITY COUNCILMEMBERS

David A. Zito, Mayor

Jewel Edson, Deputy Mayor

Judy Hegenauer, Councilmember

Kristi Becker, Councilmember

Kelly Harless, Councilmember

Gregory Wade
City Manager

Johanna Canlas
City Attorney

Angela Ivey
City Clerk

CALL TO ORDER AND ROLL CALL:

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

Present: David A. Zito, Jewel Edson, Judy Hegenauer, Kristi Becker, Kelly Harless
Absent: None
Also Present: Gregory Wade, City Manager
Johanna Canlas, City Attorney

PUBLIC COMMENT ON CLOSED SESSION ITEMS (ONLY): None

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

CLOSED SESSION:

- 1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Pursuant to Government Code Section 54957
City Manager review.
- 2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Pursuant to Government Code Section 54957
City Attorney review.
- 3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION - Added 6-7-19**
Pursuant to Government Code Section 54956.9(d)(2)
Two (2) Potential case(s).

NO REPORTABLE ACTION

ADJOURN:

Mayor Zito adjourned the meeting at 6:00 p.m.

Angela Ivey, City Clerk

Approved: _____

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, June 12, 2019 * 6:00 p.m.

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

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CITY COUNCILMEMBERS

David A. Zito, Mayor

Jewel Edson, Deputy Mayor

Judy Hegenauer, Councilmember

Kristi Becker, Councilmember

Kelly Harless, Councilmember

Gregory Wade
City Manager

Johanna Canlas
City Attorney

Angela Ivey
City Clerk

CALL TO ORDER AND ROLL CALL:

Mayor Zito called the meeting to order at 6:10 p.m.

Present: David A. Zito, Jewel Edson, Judy Hegenauer, Kristi Becker, Kelly Harless

Absent: None

Also Present: Greg Wade, City Manager
Johanna Canlas, City Attorney
Angela Ivey, City Clerk,
Dan King, Assistant City Manager
Mo Sammak, City Engineer/Public Works Dir.
Marie Berkuti, Finance Manager
Joseph Lim, Community Development Dir.

CLOSED SESSION REPORT: None

FLAG SALUTE:

APPROVAL OF AGENDA:

Motion: Moved by Deputy Mayor Edson and second by Councilmember Hegenauer to approve. **Approved 5/0.** Motion carried unanimously.

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

SANDAG Big Vision and 5 Big Moves for the 2021 Regional Plan

Hasan Ikhmeta, Coleen Clementson, and Ray Major (SANDAG) presented a PowerPoint (on file) reviewing SANDAG's vision "Five Big Moves," climate change targets, population growth, and focus on completing corridors, transit, mobility hubs, flexible fleets, and the transportation operating system.

Mary Yang, Chair of the Climate Action Commission, spoke about advocating for more public transit, support of SANDAG's vision, and limiting fossil-fuel based driving.

Anne Feeney, Chair of Del Mar's Sustainability Advisory Board and volunteer with Sierra Club and San Diego 350, spoke about support for SANDAG's vision, and greenhouse gas emissions from transportation being a major factor in climate change.

Julie Koerber spoke about the vision containing different modes of transit with affordability and reliability, and support of this vision and plan.

ORAL COMMUNICATIONS:

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

Doug Lord, Pedego Electric Bikes, spoke about the new bike share program raising alarm among local residents, other communities having had 100% failure rates, bikes left on sidewalks and not put in the right place with only a \$5.00 penalty, and the program not paying rent in the City, which was not fair to local businesses.

Doris Adam-Hillert, Solana Beach Library, spoke about many summer reading programs, other library incentives, and the importance of summer reading.

Lane Sharman spoke about the Community Choice Energy education program offered by the San Diego Energy Future Academy, the webinars available to educate the public, and Council addressing the bill reporting issue so that people would know how many megawatt hours they had purchased.

Judy Strang, San Dieguito Alliance, spoke about the 2020 election ballot allowing marijuana commercialization, the Del Mar fairgrounds preventing the sale of products that promote marijuana use, and continuing prevention of marijuana storefronts in cities that don't allow them by way of legislation.

Peggy Walker spoke in opposition of the commercialization of marijuana and the need to prevent marijuana usage because it ruins lives.

COUNCIL COMMUNITY ANNOUNCEMENTS / COMMENTARY:

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

A. CONSENT CALENDAR: (Action Items) (A.1. - A.13.)

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

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

Recommendation: That the City Council

1. Ratify the list of demands for **May 4 – May 24, 2019.**

[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.

Motion: Moved by Deputy Mayor Edson and second by Councilmember Becker to approve. **Approved 5/0.** Motion carried unanimously.

A.2. General Fund Adopted Budget for Fiscal Year 2018-19 Changes. (File 0330-30)

Recommendation: That the City Council

1. Receive the report listing changes made to the Fiscal Year 2018-2019 General Fund Adopted Budget.

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

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

Motion: Moved by Deputy Mayor Edson and second by Councilmember Becker to approve. **Approved 5/0.** Motion carried unanimously.

A.3. Emergency Storm Drainpipe Repairs in the Solana Beach Towne Centre Update No. 4. (File 0850-40)

Recommendation: That the City Council

1. Receive Update No. 4 and provide further direction, if necessary.

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

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

Motion: Moved by Deputy Mayor Edson and second by Councilmember Becker to approve. **Approved 5/0.** Motion carried unanimously.

A.4. Fire Benefit Fee Fiscal Year 2019-20. (File 0390-23)

Recommendation: That the City Council

1. Adopt **Resolution 2019-065**:
 - a. Setting the FY 2019-20 Fire Benefit Fee at \$10.00 per unit, and
 - b. Approving the Fee for levying on the tax roll.

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

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

Motion: Moved by Deputy Mayor Edson and second by Councilmember Becker to approve. **Approved 5/0.** Motion carried unanimously.

A.5. Municipal Improvement Districts Benefit (MID) Fees Fiscal Year (FY) 2019-20.
(File 0495-20)

Recommendation: That the City Council

1. Approve **Resolution 2019-068**, setting the Benefit Charges for MID No. 9C, Santa Fe Hills, at \$232.10 per unit for FY 2019-20.
2. Approve **Resolution 2019-069**, setting the Benefit Charges for MID No. 9E, Isla Verde, at \$68.74 per unit for FY 2019-20.
3. Approve **Resolution 2019-070**, setting the Benefit Charges for MID No. 9H, San Elijo Hills # 2, at \$289.58 per unit for FY 2019-20.
4. Approve **Resolution 2019-071**, setting the Benefit Charges for MID No. 33, Highway 101/Railroad Right-of-Way, at \$3.12 per unit for FY 2019-20.

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

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

Motion: Moved by Deputy Mayor Edson and second by Councilmember Becker to approve. **Approved 5/0.** Motion carried unanimously.

A.6. HVAC (Heating, Ventilation, and Air Conditioning) Services. (File 0710-35)

Recommendation: That the City Council

1. Adopt **Resolution 2019-078**:
 - a. Authorizing the City Manager to execute an amendment to the PSA with Seaside Heating and Air for FY 2018-19 to increase the total cost of the agreement by \$9,400 for an amount not to exceed \$23,000.
 - b. Approving an amount of \$9,400 for the replacement of one heating unit at Fletcher Cove Community Center and one HVAC unit in the computer server room at City Hall.
 - c. Authorizing the City Manager, at his sole discretion, to extend the Professional Service Agreement with Seaside Heating and Air, in an amount not to exceed \$10,000 per year, for up to three additional years starting with FY 2019-20, at the City's option based on satisfactory performance.

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

[Item A.6. Updated Report #1 \(Updated 6-12 at 2:00pm\)](#)

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

Motion: Moved by Deputy Mayor Edson and second by Councilmember Becker to approve. **Approved 5/0.** Motion carried unanimously.

A.7. Appropriations Limit for Fiscal Year 2019-20. (File 0330-60)

Recommendation: That the City Council

1. Adopt **Resolution 2019-066** establishing the FY 2019/20 Appropriations Limit in accordance with Article XIII B of the California Constitution and Government Code Section 7910 and choosing the County of San Diego's change in population growth to calculate the Appropriations Limit.

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

[Item A.7. Updated Report #1 \(Updated 6-12 at 5:15pm\)](#)

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

Motion: Moved by Deputy Mayor Edson and second by Councilmember Becker to approve. **Approved 5/0.** Motion carried unanimously.

A.8. City Investment Policy Fiscal Year 2019-20. (File 0350-30)

Recommendation: That the City Council

1. Adopt Resolution 2019-067 approving the City's Investment Policy for FY 2019-20.

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

[Item A.8. Updated Report #1 \(Updated 6-12 at 5:15pm\)](#)

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

Motion: Moved by Deputy Mayor Edson and second by Councilmember Becker to approve. **Approved 5/0.** Motion carried unanimously.

A.9. Budget Adjustments For Fiscal Year 2018-19. (File 0330-30)

Recommendation: That the City Council

1. Adopt **Resolution 2019-087** revising appropriations in the Fiscal Year 2018-19 Budget.

[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.

Motion: Moved by Deputy Mayor Edson and second by Councilmember Becker to approve. **Approved 5/0.** Motion carried unanimously.

A.10. Council Work Plan Fiscal Year 2019-20. (File 0410-08)

Recommendation: That the City Council

1. Consider and adopt the final Fiscal Year 2019-20 Work Plan.

[Item A.10. Report \(click here\)](#)

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

Motion: Moved by Deputy Mayor Edson and second by Councilmember Becker to approve. **Approved 5/0.** Motion carried unanimously.

A.13. Minutes of the City Council.

Recommendation: That the City Council

1. Approve the Minutes of the City Council Meetings held May 10, 2019.

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

Motion: Moved by Deputy Mayor Edson and second by Councilmember Becker to approve. **Approved 5/0.** Motion carried unanimously.

A.12. Certification of the May 7, 2019 All-Mail Ballot Special Election Results (Measure B) for a Specific Plan Overlay and Allowing a State-Licensed Residential Care Facility of Up to 99 beds in the Estate Residential-2 (ER-2) Zone at 959 Genevieve Street. (File 0430-20)

Recommendation: That the City Council

1. Adopt **Resolution 2019-086** reciting the facts and related matters for the May 7, 2019 All-Mail Ballot Special Municipal Election resulting in the failure of Measure B.

[Item A.12. Report \(click here\)](#)

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

Greg Wade, City Manager, introduced the item.

Rosemary Linden spoke about Measure B, which residents voted against to prevent the building of a 77,000 square foot facility in a residential area with safety hazards, obstruction of views, and increased traffic. She said the majority of voters not wanting large scale or higher density developments in their residential neighborhoods that endanger property values and safety.

Perry Sexton spoke about community members campaigning against Measure B, not being allowed to speak at the meetings of the developer, the City Council not stopping the project before it got to a vote, and a request that the City protect its citizens.

Johanna Canlas, City Attorney, said that this was a citizen initiative triggering the use of Prop T, that any increase in density required a vote of the people, that the California

Elections Code would not allow Council to deny an election, that the initiative qualified for the ballot if the requirements were met, the City could not engage in campaigning, and that the applicants (developers) were required to host meetings on their project to engage public participation in order to comply with the City's requirements.

Council spoke about the community's involvement, the City's role in citizen initiatives, the Council's options of approving an initiative proposal or sending it to the voters, Councilmembers' attendance at the developers public meetings, Proposition T being put on the ballot in the past to prevent land use designations from changing without a vote of the people, that Council taking any position on the initiative would create conflicts if the final project eventually came before them for consideration, this project needed to be treated no differently than any other project in the City, that the issue of the initiative was the zoning change and not the final project, and that the municipal code required that the developer pay for a special election if they did not elect to wait for a general election.

Motion: Moved by Councilmember Becker and second by Councilmember Harless to approve. **Approved 5/0.** Motion carried unanimously.

A.11. Decommissioned San Onofre Nuclear Power Concerns Regarding the Safe Handling and Storage of Nuclear Waste. (File 0220-40)

Recommendation: That the City Council

1. Adopt **Resolution 2019-090** to call upon the California Legislature and Governor to act in support of immediate federal action to find both an interim and a permanent nuclear waste storage solution for the waste currently stored at SONGS and to address the concerns regarding the safe handling of the nuclear waste while it is still onsite.

[Item A.11. Report \(click here\)](#)

[Item A.11. Supplemental Docs \(Updated 6-12 at 5:30pm\)](#)

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

Greg Wade, City Manager, introduced the item.

Torgen Johnson (time donated by Cindi Clemons) said he was part of the Mike Levin task force and spoke about his involvement and the City's support for public safety since 2011, the need for a stronger resolution to outline the reality of the problem, the resolution's reference to inspection was not helpful because experts had said the current casks could not be opened once they are loaded, they cannot be inspected or repaired, the loading of the canisters created further damage leading to container cracking, corrosion, and failure, the defective engineering of steam generators nearly resulting in a serious accident, and the need for stronger language in the resolution to ensure loading did not continue and that an appropriate plan be implemented.

Council and Mr. Johnson discussed the thick-wall storage casks that were available and survived the Fukushima disaster, that the cracks were due to a chemical process resulting from scraping and exposure to the salt air, the NRC (Nuclear Regulatory Commission)

licensed the system without vetting it properly, the movement of thick-walled canisters requiring sitting and then moving carefully, experts stating it could not be moved and would be there for many decades, aiming to moving them away from the shoreline, the most important issue being the containment of the radioactive waste, some inherent danger in the transferring of the contents from thin-walled to thick-walled canisters, the unknowns of transferring the material between containers that had not been attempted before, that thin-walled require convection cooling, and the potential for a Chernobyl like disaster.

Dave Clemons spoke about a former NRC administrative judge disclosing that these nuclear waste canisters were vulnerable to stress corrosion cracking, which was not known to the industry 20 years ago when the NRC licensed their use, the problem was due to the inability to detect or repair cracks, the need to advocate for robust thick-walled casks to replace the thin-walled casks currently used, support for an alternative nuclear waste storage site that would not be within 108 ft. of the Pacific ocean, and request that the third bullet point in the resolution be expanded to proactively address the immediate use of thick-walled casks.

Donald Mosier, serving on Mike Levin's' taskforce, said that he testified before Congress when the facility was shut down because of the failure of the steam generators and organized an NRC meeting to accomplish the shutdown, that San Onofre was in the process of beginning the loading of canisters on June 24th, that loading should not restart since the move would place the canisters in a new place to cool for two years without an option to move them elsewhere, and to advocate for no more fuel loading until a better plan was formed to allow thick-walled canisters to monitor pressure and could be unpacked.

Cathy Iwane, Del Mar resident, said that she was a translator for the Japanese Prime Minister during his visit, that she raised her family in Japan and had witnessed triple meltdowns, the need for stronger language in the resolution regarding the cask canisters used to store the waste, that at least one canister was severely gouged due to technical difficulty in loading and unloading, the canisters' vulnerability to cracking and possible hydrogen explosions, that the thick-walled casks were now commercially available, and that the thicker walls proved to be unscathed in Fukushima.

Council discussed adding language regarding a system that was documented to work, adopting future resolutions as new information becomes known, the sense of urgency, that there were respected experts in support of thick-walled canisters as well as those who did not think it was a viable path forward, and to request that they stop this system that is broken.

Council and Mr. Johnson discussed that there were no procedures for dropped canisters, request that the system be reassessed, to add language to stop loading and come back to add additional resolutions, alert them that the public is watching, obtaining additional opinions for alternative options, and concerns about support for something that has never been done before.

Councilmember Hegenauer stated that she would not support a simpler option at this time, that the language should be 'don't reload' without making sure there are stronger canisters, and her support for the use of Torgen's recommended language.

Council discussed adding stronger language, obtaining a recommendation from Mike Levin's technical team, an article that stated there were no federally approved cask for high burn, the risk of transferring material from thin-walled to thick-walled canisters without any assurance that it would work or be safe,

Council and Mr. Johnson discussed that some current language was meaningless, the risk of moving forward with stopping the process while more study is done to see any problems that might arise from the transfer, that safety was an issue with the current loading and reloading, that the first bullet points could not be accomplished to accurately reflect the issues, concerns about the unknowns, and recommending a directive to transition to the thick-walled canisters without knowing if it would be safe and successful.

Council and Mr. Mosier discussed passing a resolution now to stop the loading and coming back with stronger language later, the critical need to stop the reloading, the technical issues of the casks that had already been loaded was a difficult issue to address, and the safest thing to do immediately would be to stop the reloading.

Motion: Moved by Deputy Mayor Edson and second by Mayor Zito to approve with modified language to cease and don't restart loading into the existing canisters until with the safety requirements outlined can be met by a new system. **Approved 4/1** (Noes: Hegenauer). **Motion carried.**

C. STAFF REPORTS: (C.1. - C.2.)

Submit speaker slips to the City Clerk.

C.1. Prohibiting the City Purchase of Fiber Rolls Wrapped in Plastic. (File 0220-70)

Recommendation: That the City Council

1. Consider adoption of **Resolution 2019-088** adopting a City Policy to only purchase fiber rolls that are not wrapped in plastic.

[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.

Greg Wade, City Manager, introduced the item.

Earl Warren School students presented a PowerPoint (on file).

Motion: Moved by Deputy Mayor Edson and second by Councilmember Becker to approve. **Approved 5/0.** Motion carried unanimously.

Mayor Zito recessed the meeting at 8:55 p.m. for a break and reconvened at 9:00 p.m.

C.2. Community Grant Program Requests FY 2019-20. (File 0330-25)

Recommendation: That the City Council

1. Receive the Staff Report, Community Grant applications and consider the presentations from the grant applicants. This item will come back to the City Council at the June 26, 2019 City Council Meeting for Council's grant allocations.

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

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

Greg Wade, City Manager, introduced the item.

Dan King, Assistant City Manager, reviewed the program and process.

Presentations were made by applicants:

Assistance League of Rancho San Dieguito – Kathy O'Leary

Boys & Girls Club – speaker had to leave before the item was heard.

Casa De Amistad – Nichole Mione-Green (PowerPoint, on file)

Community Resource Center – John Van Cleef (PowerPoint, on file)

Disconnect Collective–Platicas – Monica Stapleton (PowerPoint, on file)

Jaliscience Folklorica Academy – Elba Montes

La Colonia Community Foundation – Priscilla Rojo

North Coast Repertory Theater – Ben Cole

North County Immigration Center – Linda Haley

San Dieguito River Valley Conservancy – Trish Boaz (PowerPoint, on file)

Solana Beach Civic & Historical Society – Lisa Montes (PowerPoint, on file)

C.4. Eden Gardens Overlay Discussion. (File 0600-70)

Recommendation: That the City Council

1. Verify the study area limits and provide input if the area should be expanded or contracted.
2. Provide guidance on topics that should be included in study/analysis.
3. Provide any other input regarding tasks and timeline outlined in the Staff Report.

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

[Item C.4. Supplemental Docs \(Updated 6-12 at 1130am\)](#)

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

Greg Wade, City Manager, introduced the item.

Alicia Canales Rodriguez spoke about parking issues, narrowing cars passing each other in opposite directions, the opposite side of the street was always filled with parked cars, the garbage truck having to blast its horn waiting for someone to move a car so they could complete the trash collecting, the most important issue being emergency vehicle access, and designating some relief.

Lisa Montes spoke about developers focused on making money on redevelopment of homes that changed the character of the area, parking being a critical issue for La Colonia, mail not being delivered because vehicles blocked mailboxes, and the many story poles erected in La Colonia.

Rich Villasenor spoke about the issue of parking, many small homes being replaced with condos and multi-family structures without adequate parking, street parking was further restricted by narrow roads, concerns about passing of trucks and safety vehicles, using garages for parking and not storage, sidewalks being used for parking restricting the use of the sidewalk, setbacks for privacy and quality of life, maintaining the character of Eden Gardens, require a mix of landscape so that all yards were not concrete, reducing structure height limits from 30 ft. to 25 ft., the addition of second stories should require some articulation, and maintaining the character, history and culture of the area.

Danny Hernandez (time donated by Tonya Hernandez) spoke about parking issues, rezoning, opposition to four houses on one lot, preserving the history was important for many generations remaining in the area, lack of parking for visitors to his home and having to park several blocks away, and preserving the past in this area.

Council discussed the difficulty of parking for visitors, the narrow streets and concern for emergency vehicle access, opportunities to widen streets, increase offsite parking to relieve on-street parking, vertical curbs restricting parking on sidewalks, land use development restrictions, maintain the public right-of-way, looking at various creative solutions, working with the neighborhood to identify concerns and ideas, much construction had been built to the edge of allowable areas, lack of parking for Baker Iron Works and La Colonia Community Center, specifying setbacks for mixed-use projects, conditioning new projects to use garages for parking and not storage, an overlay zone, determining the history of Eden Gardens area and to determine what should be preserved and included in regulations, and establishing the boundaries of an overlay zone.

B. PUBLIC HEARINGS: (B.1.)

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

B.1. Public Hearing: Budget Adoption of Fiscal Year 2019-20 and Fiscal Year 2020-21. (File 0610-60)

Recommendation: That the City Council

1. Adopt **Resolution 2019-085** approving the Fiscal Year 2019/20 and FY 2020/21 Budgets.

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

[Item B.1. Attachment 1 – Entire Modified Budget](#)

[Item B.1. Updated Report #1 \(Updated 6-12 at 5:15pm\)](#)

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

Mayor Zito opened the public hearing.

Greg Wade, City Manager, introduced the item.

Marie Berkuti, Finance Manager, presented a PowerPoint (on file).

Motion: Moved by Councilmember Hegenauer and second by Councilmember Harless to closed the public hearing. **Approved 5/0.** Motion carried unanimously.

Motion: Moved by Deputy Mayor Edson and second by Councilmember Harless to approve. **Approved 5/0.** 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)

Motion: Moved by Deputy Mayor Edson and second by Councilmember Hegenauer to continue to new items. **Approved 5/0.** Motion carried unanimously.

C. STAFF REPORTS: (C.3. - C.5.)

Submit speaker slips to the City Clerk.

C.3. Introduce (1st Reading) Ordinance 502 – Relating to Chalk Marks on Tires for Parking Enforcement. (File 0810-20)

Recommendation: That the City Council

1. Introduce **Ordinance 502** adding SBMC section 10.28.225 relating to chalk marks on vehicle tires for parking enforcement.

[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.

Motion: Moved by Deputy Mayor Edson and second by Councilmember Harless to approve. **Approved 5/0.** Motion carried unanimously.

C.5. Introduce (1st Reading) Ordinance 503 – To Prohibit Consumption and/or Ingestion of Marijuana and Controlled Substances by Minors. (File 0230-10)

Recommendation: That the City Council

1. Introduce **Ordinance 503** amending SBMC Chapter 7.10 to include marijuana and controlled substances in the social host ordinance.

[Item C.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.

Debra Shade, member of the Solana Beach School Board and San Dieguito Alliance, spoke of her support and holding adults responsible for their children's activities.

Motion: Moved by Deputy Mayor Edson and second by Councilmember Hegenauer to approve. **Approved 5/0.** Motion carried unanimously.

ADJOURN:

Mayor Zito adjourned the meeting at 10:43 p.m.

Angela Ivey, City Clerk

Approved: _____



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 8, 2020
ORIGINATING DEPT: Finance
SUBJECT: Register of Demands

BACKGROUND:

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

Register of Demands- 06/06/20 through 06/19/20

Check Register-Disbursement Fund (Attachment 1)		\$	380,369.48
Council Payroll	June 11, 2020		4,185.76
Federal & State Taxes	June 11, 2020		433.79
PERS Retirement (EFT)	June 11, 2020		508.94
Net Payroll	June 12, 2020		215,536.45
Federal & State Taxes	June 12, 2020		54,427.81
PERS Retirement (EFT)	June 12, 2020		46,499.61

TOTAL		\$	<u>701,961.84</u>
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DISCUSSION:

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

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

The register of demands for June 6, 2020 through June 19, 2020 reflects total expenditures of \$701,961.84 from various City funding sources.

CITY COUNCIL ACTION: _____ _____

WORK PLAN:

N/A

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

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

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Check Register – Disbursement Fund

PENTAMATION
 DATE: 06/22/2020
 TIME: 16:42:05

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20200606 00:00:00.000' and '20200619 00:00:00.000'
 ACCOUNTING PERIOD: 12/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	97178	06/11/20	5879	A. KAY VINSON	00150005400	K. VINSON LIVESCAN	0.00	20.00
1011	97179	06/11/20	5878	AXEL GATES	255	JG RFND	0.00	275.00
1011	97180	06/11/20	5587	ZACHARY BASIN	00160006120	ICC:FRE INSP II-BASIN	0.00	219.00
1011	97181	06/11/20	5320	BAYSHORE CONSULTING GROU	55000007750	CCA PROF SVC-MAR	0.00	1,087.50
1011	97181	06/11/20	5320	BAYSHORE CONSULTING GROU	55000007750	CCA PROF SVC-MAY	0.00	4,012.50
TOTAL CHECK							0.00	5,100.00
1011	97182	06/11/20	3069	JOSHUA BLEA	00165006560	MILEAGE-05/25	0.00	28.75
1011	97183	06/11/20	422	CITY OF SAN DIEGO, CITY	00160006120	AED SRVC 03/20-02/21	0.00	200.00
1011	97184	06/11/20	2631	CLEAN STREET	00165006550	STREET SWP-MAY	0.00	3,364.00
1011	97185	06/11/20	4482	CONNECTIVITY LLC/MAKAI S	13560006170	3 RESCUE BOARDS	0.00	1,180.35
1011	97186	06/11/20	2629	D & D DISPOSAL INC	00160006130	ANIMAL DISPOSAL-APR	0.00	300.00
1011	97186	06/11/20	2629	D & D DISPOSAL INC	00160006130	ANIMAL DISPOSAL-FEB	0.00	325.00
TOTAL CHECK							0.00	625.00
1011	97187	06/11/20	372	EMPLOYMENT DEVELOPMENT D	001	SUI PE 03/31/20	0.00	-1,733.37
1011	97187	06/11/20	372	EMPLOYMENT DEVELOPMENT D	00150005400	SUI PE 03/31/20	0.00	4,470.00
TOTAL CHECK							0.00	2,736.63
1011	97188	06/11/20	884	ENTENMANN-ROVIN CO. INC	00160006120	BADGES/DEPTY CHIEF	0.00	228.57
1011	97189	06/11/20	5880	ERIC AND MICHELLE CARLBO	001	RFND-ENC#4166/635 N G	0.00	530.00
1011	97190	06/11/20	322	FIRE ETC.	00160006120	JACKET-STYERS	0.00	204.73
1011	97191	06/11/20	2873	GEOPACIFICA, INC	21365006510	0388/235&241 PACIFIC	0.00	4,720.00
1011	97192	06/11/20	3299	HELIX ENVIRONMENTAL	21355005550	1719.13/514 CANYON	0.00	170.00
1011	97193	06/11/20	11	ICMA RETIREMENT TRUST-45	001	ICMA PD 06/12/20	0.00	13,084.28
1011	97193	06/11/20	11	ICMA RETIREMENT TRUST-45	001	ICMA PD 06/11/20	0.00	7,543.88
TOTAL CHECK							0.00	20,628.16
1011	97194	06/11/20	3859	ICMA RETIREMENT TRUST-RH	001	ICMA PD 06/12/20	0.00	2,023.14
1011	97195	06/11/20	5399	INBOUND DESIGN INC.	55000007750	SEA WEBSITE MANT-JUN	0.00	49.00
1011	97196	06/11/20	5876	KELSEY URUBURU	255	JG RFND	0.00	275.00
1011	97197	06/11/20	99	LAWNMOWERS PLUS	00160006120	ROPE	0.00	33.76
1011	97198	06/11/20	190	LEAGUE OF CALIFORNIA CIT	00150005100	CY20 LCC MEMBERSHIP	0.00	6,170.00
1011	97199	06/11/20	111	MISSION LINEN & UNIFORM	21100007600	LAUNDRY-PUB WORKS	0.00	1.45
1011	97199	06/11/20	111	MISSION LINEN & UNIFORM	00165006520	LAUNDRY-PUB WORKS	0.00	2.00

ATTACHMENT 1

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FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	97199	06/11/20	111	MISSION LINEN & UNIFORM	50900007700	LAUNDRY-PUB WORKS	0.00	5.78
1011	97199	06/11/20	111	MISSION LINEN & UNIFORM	00165006560	LAUNDRY-PUB WORKS	0.00	6.51
1011	97199	06/11/20	111	MISSION LINEN & UNIFORM	00165006530	LAUNDRY-PUB WORKS	0.00	11.58
1011	97199	06/11/20	111	MISSION LINEN & UNIFORM	00165006560	LAUNDRY-PUB WORKS	0.00	7.98
1011	97199	06/11/20	111	MISSION LINEN & UNIFORM	00165006560	LAUNDRY-PUB WORKS	0.00	7.98
1011	97199	06/11/20	111	MISSION LINEN & UNIFORM	00165006520	LAUNDRY-PUB WORKS	0.00	22.59
1011	97199	06/11/20	111	MISSION LINEN & UNIFORM	00165006530	LAUNDRY-PUB WORKS	0.00	22.59
1011	97199	06/11/20	111	MISSION LINEN & UNIFORM	00165006520	LAUNDRY-PUB WORKS	0.00	22.59
1011	97199	06/11/20	111	MISSION LINEN & UNIFORM	00165006530	LAUNDRY-PUB WORKS	0.00	22.59
1011	97199	06/11/20	111	MISSION LINEN & UNIFORM	00165006520	LAUNDRY-PUB WORKS	0.00	23.69
1011	97199	06/11/20	111	MISSION LINEN & UNIFORM	00165006530	LAUNDRY-PUB WORKS	0.00	23.69
1011	97199	06/11/20	111	MISSION LINEN & UNIFORM	00165006530	LAUNDRY-PUB WORKS	0.00	37.71
1011	97199	06/11/20	111	MISSION LINEN & UNIFORM	00165006520	LAUNDRY-PUB WORKS	0.00	45.20
TOTAL CHECK							0.00	265.80
1011	97200	06/11/20	2019	NORTH COUNTY EVS, INC	00160006120	ON CALL REPAIR-03/05	0.00	1,568.22
1011	97200	06/11/20	2019	NORTH COUNTY EVS, INC	00160006120	ON CALL REPAIR-03/05	0.00	14,333.55
TOTAL CHECK							0.00	15,901.77
1011	97201	06/11/20	1377	ONE DAY SIGNS	00165006560	COVID RULE SIGNS	0.00	1,939.50
1011	97202	06/11/20	3529	PARKHOUSE TIRE INC	00160006120	TIRES T#237-TIRE RPR	0.00	211.31
1011	97202	06/11/20	3529	PARKHOUSE TIRE INC	00160006120	TIRES T#237-TIRES	0.00	1,959.79
TOTAL CHECK							0.00	2,171.10
1011	97203	06/11/20	5877	RACHEL RUDOLPH	255	JG RFND	0.00	275.00
1011	97204	06/11/20	4080	JENNIFER REED	00150005350	ADMIN SVC-MAY	0.00	412.50
1011	97205	06/11/20	416	REGIONAL COMMS SYS, MS 0	00160006120	CAP CODE-JAN	0.00	32.50
1011	97205	06/11/20	416	REGIONAL COMMS SYS, MS 0	00160006120	CAP CODE-APR	0.00	32.50
TOTAL CHECK							0.00	65.00
1011	97206	06/11/20	5782	SAN DIEGO HOUSE OF MOTOR	00160006170	16PLARIS-INSPECTN	0.00	2,283.11
1011	97207	06/11/20	677	ROADONE INC	00160006120	TOWING 2 VEHICLES	0.00	350.00
1011	97208	06/11/20	5875	RYAN GAD	255	JG RFND	0.00	275.00
1011	97209	06/11/20	5873	SIVED GUTIERREZ	001	RFND-05/23/20 LC	0.00	250.00
1011	97210	06/11/20	3066	SUMMIT ENVIRONMENTAL GRO	45099266190	9926 PROF SVC SND-MAY	0.00	575.00
1011	97211	06/11/20	3980	TURNOUT MAINTENANCE COMP	00160006120	TRNT CLN/RPR-SIBERELL	0.00	110.50
1011	97212	06/11/20	40	UNDERGROUND SVC ALERT OF	00165006510	DIG ALERT-MAY	0.00	71.05
1011	97212	06/11/20	40	UNDERGROUND SVC ALERT OF	00165006510	CA ST REGLRITY-MAY	0.00	36.45
TOTAL CHECK							0.00	107.50
1011	97213	06/11/20	1458	THE UNIFORM SPECIALIST	00160006120	PANT/SHIRT/PATCH-FORD	0.00	887.03
1011	97214	06/11/20	5874	VIRGINIA LENAC	255	JG RFUND	0.00	275.00

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FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	97215	06/11/20	4844	WARWICK GROUP CONSULTANT	45099266190	9926.20 PROF SVC-MAY	0.00	5,375.00
1011	97216	06/11/20	5832	WESTERN EXTRICATION SPEC	00160006120	COVER HANDLE	0.00	9.70
1011	97217	06/18/20	4706	24 HOUR ELEVATOR, INC	00165006570	ELVTR MAINT-JUN	0.00	160.00
1011	97218	06/18/20	4794	AMR	27060006120	COVID-19 MASKS	0.00	89.65
1011	97219	06/18/20	4832	AT&T CALNET 3	00160006120	9391059865 4/01-4/30	0.00	388.61
1011	97219	06/18/20	4832	AT&T CALNET 3	00160006120	9391059865 5/01-5/31	0.00	388.61
1011	97219	06/18/20	4832	AT&T CALNET 3	00150005450	9391012282 3/24-4/23	0.00	19.63
1011	97219	06/18/20	4832	AT&T CALNET 3	00150005450	9391053641 3/24-4/23	0.00	164.69
1011	97219	06/18/20	4832	AT&T CALNET 3	00150005450	9391062899 3/24-4/23	0.00	164.69
TOTAL CHECK							0.00	1,126.23
1011	97220	06/18/20	5029	BILL SMITH FOREIGN CAR S	00160006170	FRNTR-RPR REAR	0.00	1,544.60
1011	97220	06/18/20	5029	BILL SMITH FOREIGN CAR S	00160006170	TACMA-BRAKE REPAIR	0.00	136.41
TOTAL CHECK							0.00	1,681.01
1011	97221	06/18/20	5883	CALIFORMULATED INC.	00160006170	SB LIFE GUARD MASKS	0.00	444.47
1011	97221	06/18/20	5883	CALIFORMULATED INC.	00160006170	SB LIFE GUARD TEES	0.00	1,113.95
TOTAL CHECK							0.00	1,558.42
1011	97222	06/18/20	5307	CALIFORNIA COMMUNITY CHO	55000007750	FY20 CAL-CCA QTR-4	0.00	2,205.00
1011	97223	06/18/20	4482	CONNECTIVITY LLC/MAKAI S	13560006170	4 RSC BRDS/12 HANDLES	0.00	1,816.75
1011	97224	06/18/20	5171	CORELOGIC SOLUTIONS, LLC	00155005550	PROPERTY PRO DATA-JUN	0.00	96.83
1011	97225	06/18/20	127	COX COMMUNICATIONS INC	00150005450	CTYINTRNT 04/19-05/18	0.00	585.86
1011	97225	06/18/20	127	COX COMMUNICATIONS INC	00150005450	CTYINTRNT 03/19-04/18	0.00	586.04
TOTAL CHECK							0.00	1,171.90
1011	97226	06/18/20	5674	EMANUELS JONES AND ASSOC	00150005200	PROF SVC-12/11/19	0.00	582.29
1011	97226	06/18/20	5674	EMANUELS JONES AND ASSOC	00150005200	PROF SVC-APR	0.00	2,500.00
1011	97226	06/18/20	5674	EMANUELS JONES AND ASSOC	00150005200	PROF SVC-MAY	0.00	2,500.00
1011	97226	06/18/20	5674	EMANUELS JONES AND ASSOC	00150005200	PROF SVC-MAR	0.00	2,500.00
1011	97226	06/18/20	5674	EMANUELS JONES AND ASSOC	00150005200	PROF SVC-FEB	0.00	2,575.00
TOTAL CHECK							0.00	10,657.29
1011	97227	06/18/20	94	ESGIL CORPORATION	00155005560	BLDG PRMT 05/11-05/15	0.00	17,507.33
1011	97228	06/18/20	322	FIRE ETC.	00160006120	PANTS-PHILLIPS	0.00	207.65
1011	97228	06/18/20	322	FIRE ETC.	00160006120	PANTS-MORGAN	0.00	207.65
1011	97228	06/18/20	322	FIRE ETC.	00160006120	JACKET-PHIL/HAN/MOR	0.00	589.05
TOTAL CHECK							0.00	1,004.35
1011	97229	06/18/20	5480	FISHER INTEGRATED, INC.	00150005450	COUNCIL WEB STRM-APR	0.00	800.00
1011	97229	06/18/20	5480	FISHER INTEGRATED, INC.	00150005450	COUNCIL WEB STRM-MAR	0.00	800.00
TOTAL CHECK							0.00	1,600.00

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FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	97230	06/18/20	87	ISLA VERDE HOA	20575007530	LANDSCAPE MAINT-MAY	0.00	425.00
1011	97231	06/18/20	5866	KAIZEN INFOSOURCE LLC	00150005150	RECRD RETN PLCY-MAR	0.00	1,000.00
1011	97231	06/18/20	5866	KAIZEN INFOSOURCE LLC	00150005150	RECRD RETN PLCY-FEB	0.00	7,697.68
TOTAL CHECK							0.00	8,697.68
1011	97232	06/18/20	323	LIEBERT CASSIDY INC	00150005250	PROF SVC-APR	0.00	942.00
1011	97233	06/18/20	5014	MANAGED SOLUTION	13550005450	MICROSOFT 365-MAY	0.00	1,011.60
1011	97233	06/18/20	5014	MANAGED SOLUTION	13550005450	MICROSOFT 365-APR	0.00	1,011.60
1011	97233	06/18/20	5014	MANAGED SOLUTION	00150005450	PROF SVC-04/20/20	0.00	92.50
1011	97233	06/18/20	5014	MANAGED SOLUTION	00150005450	PROF SVC-APR	0.00	750.00
1011	97233	06/18/20	5014	MANAGED SOLUTION	00150005450	PROF SVC-MAY	0.00	750.00
TOTAL CHECK							0.00	3,615.70
1011	97234	06/18/20	5549	MICHAEL BAKER INTERNATIO	22093826510	9382.03 LSF CORR-III	0.00	24,825.31
1011	97234	06/18/20	5549	MICHAEL BAKER INTERNATIO	22893826510	9382.03 LSF CORR-III	0.00	2,758.37
TOTAL CHECK							0.00	27,583.68
1011	97235	06/18/20	111	MISSION LINEN & UNIFORM	00165006560	LAUNDRY-PUB WORKS	0.00	7.98
1011	97235	06/18/20	111	MISSION LINEN & UNIFORM	00165006520	LAUNDRY-PUB WORKS	0.00	22.59
1011	97235	06/18/20	111	MISSION LINEN & UNIFORM	00165006530	LAUNDRY-PUB WORKS	0.00	22.59
TOTAL CHECK							0.00	53.16
1011	97236	06/18/20	4522	NISSHO OF CALIFORNIA	00165006560	PUB BCH ACS R/R RPR	0.00	141.54
1011	97236	06/18/20	4522	NISSHO OF CALIFORNIA	00165006530	FS R&R POP/UPS NOZZLE	0.00	172.49
1011	97236	06/18/20	4522	NISSHO OF CALIFORNIA	00165006560	CSTL RAIL/MRN VW RPRS	0.00	248.08
1011	97236	06/18/20	4522	NISSHO OF CALIFORNIA	00165006560	LC RPLC DAMAGE VALVE	0.00	332.64
1011	97236	06/18/20	4522	NISSHO OF CALIFORNIA	00165006560	RPLC-STVNS AVE SOLNDS	0.00	415.80
1011	97236	06/18/20	4522	NISSHO OF CALIFORNIA	00165006560	LC RPLC BALL VALVE	0.00	126.63
1011	97236	06/18/20	4522	NISSHO OF CALIFORNIA	00165006530	STREET LNDSCP SVC-MAY	0.00	1,826.00
1011	97236	06/18/20	4522	NISSHO OF CALIFORNIA	00165006560	PRKS LNDSCP SVC-MAY	0.00	11,625.14
1011	97236	06/18/20	4522	NISSHO OF CALIFORNIA	00165006570	PUBFAC LNDSCP SVC-MAY	0.00	2,509.06
1011	97236	06/18/20	4522	NISSHO OF CALIFORNIA	20375007510	MID#33 LNDSCP SVC-MAY	0.00	2,678.26
1011	97236	06/18/20	4522	NISSHO OF CALIFORNIA	20875007580	CRT LNDSCP SVC-MAY	0.00	3,396.52
TOTAL CHECK							0.00	23,472.16
1011	97237	06/18/20	5608	PALOMAR MTN PREMIUM SPRI	00165006570	DRINKING WATER-PW-MAY	0.00	5.00
1011	97237	06/18/20	5608	PALOMAR MTN PREMIUM SPRI	00165006570	DRINKING WATER-LC-MAY	0.00	16.40
1011	97237	06/18/20	5608	PALOMAR MTN PREMIUM SPRI	00165006570	DRINKING WATER-CH-MAY	0.00	31.00
1011	97237	06/18/20	5608	PALOMAR MTN PREMIUM SPRI	00165006570	DRINKING WATER-CH-MAY	0.00	31.96
1011	97237	06/18/20	5608	PALOMAR MTN PREMIUM SPRI	00165006570	DRINKING WATER-CH-MAY	0.00	47.94
TOTAL CHECK							0.00	132.30
1011	97238	06/18/20	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1717.47/127-129 N. GR	0.00	250.00
1011	97238	06/18/20	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1718.12/362 N. SIERRA	0.00	250.00
1011	97238	06/18/20	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1714.08/343 S HWY 101	0.00	250.00
1011	97238	06/18/20	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	DRP20005/537 N. GRANA	0.00	450.00
1011	97238	06/18/20	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	DRP20004/840 AVOCADO	0.00	600.00
TOTAL CHECK							0.00	1,800.00
1011	97239	06/18/20	5719	PUBLIC AGENCY RISK MANAG	12050005460	FY21 PARMA MEMBRSHIP	0.00	150.00

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FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	97240	06/18/20	287	SALIENT NETWORKS (FKA DI	00150005450	FY20 PHNE/VM/FAX MAINT	0.00	97.50
1011	97240	06/18/20	287	SALIENT NETWORKS (FKA DI	00150005450	FY20 PHNE/VM/FAX MAINT	0.00	195.00
TOTAL CHECK							0.00	292.50
1011	97241	06/18/20	86	SAN ELIJO HILLS II HOA	20775007550	LNDSCAPE MAINT-MAY	0.00	6,550.00
1011	97242	06/18/20	88	SANTA FE HILLS HOA	20475007520	LNDSCAPE MAINT-MAY	0.00	16,250.00
1011	97243	06/18/20	141	SANTA FE IRRIGATION DIST	20475007520	GRP 5-25 04/02-06/01	0.00	2,458.64
1011	97243	06/18/20	141	SANTA FE IRRIGATION DIST	20475007520	GRP 6-01 05/02-06/01	0.00	4,499.20
1011	97243	06/18/20	141	SANTA FE IRRIGATION DIST	00165006560	005979005 0402-060120	0.00	179.85
1011	97243	06/18/20	141	SANTA FE IRRIGATION DIST	50900007700	005979008 0402-060120	0.00	82.85
1011	97243	06/18/20	141	SANTA FE IRRIGATION DIST	00165006560	005506018 0502-060120	0.00	201.55
1011	97243	06/18/20	141	SANTA FE IRRIGATION DIST	00165006560	005506019 0502-060120	0.00	1,192.54
1011	97243	06/18/20	141	SANTA FE IRRIGATION DIST	20875007580	005506020 0502-060120	0.00	1,341.08
1011	97243	06/18/20	141	SANTA FE IRRIGATION DIST	00160006120	005512000 03/03-05/01	0.00	456.17
1011	97243	06/18/20	141	SANTA FE IRRIGATION DIST	00165006520	005506014 05/02-06/01	0.00	248.17
1011	97243	06/18/20	141	SANTA FE IRRIGATION DIST	50900007700	005506014 05/02-06/01	0.00	744.51
1011	97243	06/18/20	141	SANTA FE IRRIGATION DIST	00165006550	011695000 05/02-06/01	0.00	74.22
1011	97243	06/18/20	141	SANTA FE IRRIGATION DIST	00165006530	011695000 05/02-06/01	0.00	123.70
1011	97243	06/18/20	141	SANTA FE IRRIGATION DIST	20475007520	005979029 04/17-06/15	0.00	217.48
TOTAL CHECK							0.00	11,819.96
1011	97244	06/18/20	3199	SOUTH COAST EMERGENCY VE	00160006120	RADITR UPDTE KIT	0.00	6,235.45
1011	97245	06/18/20	5509	VALLEY CONSTRUCTON MANAG	50998336510	9833PMP STN MNGMT-MAY	0.00	13,727.50
1011	97246	06/18/20	3242	VAN DYKE LANDSCAPE ARCHI	45994386510	SKATE PRK CONSTR-APR	0.00	1,756.08
1011	97247	06/18/20	30	VERIZON WIRELESS-SD	00150005450	IT CELL 02/24-03/23	0.00	152.04
1011	97247	06/18/20	30	VERIZON WIRELESS-SD	00150005450	IT CELL 03/24-04/23	0.00	152.04
1011	97247	06/18/20	30	VERIZON WIRELESS-SD	00150005450	IT CELL 04/24-05/23	0.00	152.04
TOTAL CHECK							0.00	456.12
1011	97248	06/18/20	3723	WAGeworks	00150005400	FSA ADMIN-MAY	0.00	123.50
1011	97249	06/18/20	4763	WESTERN AUDIO VISUAL	00150005450	CHAMBERS TECH-MAY	0.00	499.00
1011	97249	06/18/20	4763	WESTERN AUDIO VISUAL	00150005450	CHAMBERS TECH-JUN	0.00	499.00
TOTAL CHECK							0.00	998.00
1011	V9000121	06/11/20	1130	MCDOUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 03/31/20	0.00	35.00
1011	V9000121	06/11/20	1130	MCDOUGAL LOVE ECKIS SMIT	65278007810	PROF SERV PE 03/31/20	0.00	87.50
1011	V9000121	06/11/20	1130	MCDOUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 03/31/20	0.00	297.50
1011	V9000121	06/11/20	1130	MCDOUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 03/31/20	0.00	387.70
1011	V9000121	06/11/20	1130	MCDOUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE09/30/19	0.00	665.00
1011	V9000121	06/11/20	1130	MCDOUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 03/31/20	0.00	745.50
1011	V9000121	06/11/20	1130	MCDOUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 03/31/20	0.00	980.00
1011	V9000121	06/11/20	1130	MCDOUGAL LOVE ECKIS SMIT	12050005460	PROF SERV PE 03/31/20	0.00	1,687.70
1011	V9000121	06/11/20	1130	MCDOUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 03/31/20	0.00	4,655.00
1011	V9000121	06/11/20	1130	MCDOUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 03/31/20	0.00	5,500.00
1011	V9000121	06/11/20	1130	MCDOUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 03/31/20	0.00	5,897.50

PENTAMATION
 DATE: 06/22/2020
 TIME: 16:42:05

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 6
 ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20200606 00:00:00.000' and '20200619 00:00:00.000'
 ACCOUNTING PERIOD: 12/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	V9000121	06/11/20	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 03/31/20	0.00	15,855.00
1011	V9000121	06/11/20	1130	MCDUGAL LOVE ECKIS SMIT	26399465580	500 SIERRA PE MAR 20	0.00	682.50
TOTAL CHECK							0.00	37,475.90
1011	V9000122	06/11/20	2260	REDFLEX TRAFFIC SYSTEMS,	00165006540	RED LIGHT CAMERA-MAY	0.00	7,158.00
1011	V9000123	06/11/20	13	SOLANA BEACH FIREFIGHTER	001	FD DUES PD 06/12/20	0.00	863.50
1011	V9000124	06/11/20	2097	UT SAN DIEGO - NRTH COUN	45994076510	9407.21 BID 2020-02	0.00	436.66
1011	V9000124	06/11/20	2097	UT SAN DIEGO - NRTH COUN	50998566510	9856.21 BID 2020-01	0.00	476.76
TOTAL CHECK							0.00	913.42
1011	V9000125	06/18/20	5527	PCL CONSTRUCTION INC.	509	9833 PMP STN RTN-MAY	0.00	-4,550.00
1011	V9000125	06/18/20	5527	PCL CONSTRUCTION INC.	50998336510	9833 SB PMP STN-MAY	0.00	86,450.00
1011	V9000125	06/18/20	5527	PCL CONSTRUCTION INC.	50998336510	9833 PMP STN RTN-MAY	0.00	4,550.00
TOTAL CHECK							0.00	86,450.00
1011	V9000126	06/18/20	2097	UT SAN DIEGO - NRTH COUN	00165006510	PUB NTC-2019-07	0.00	332.40
1011	V9000126	06/18/20	2097	UT SAN DIEGO - NRTH COUN	21100007600	PUB NTC-RESO 2020-053	0.00	543.11
1011	V9000126	06/18/20	2097	UT SAN DIEGO - NRTH COUN	20875007580	PUB NTC-RESO2020-051	0.00	568.00
TOTAL CHECK							0.00	1,443.51
TOTAL CASH ACCOUNT							0.00	380,369.48
TOTAL FUND							0.00	380,369.48
TOTAL REPORT							0.00	380,369.48



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 8, 2020
ORIGINATING DEPT: Engineering Department
SUBJECT: **Council Consideration of Resolution 2020-107 Awarding the 2020 Street Maintenance & Repair Project**

BACKGROUND:

In 2016, a City consultant performed a City-wide pavement condition assessment to determine the most effective way to budget, repair, replace and preserve City street pavements. Based upon this survey, the consultant prepared a priority list for the City's pavement repairs and maintenance. This list was used to select street segments for this year's street maintenance and repair program.

At the May 27, 2020 City Council meeting, Council approved the list of streets for the 2020 Street Maintenance and Repairs Project and authorized the City Engineer to advertise for construction bids. The streets to be resurfaced are:

- Santa Luisa
- Vera Street

In addition to the pavement repairs, this year's project includes improvements to the following five City owned public parking lots to meet American with Disabilities Act (ADA) requirements:

1. Del Mar Shores at South Sierra South
2. Del Mar Shores at South Sierra North
3. City Hall ADA parking area
4. South Sierra view point parking near Dahlia Drive (next to Seascape Shores)
5. Plaza at Highway 101, south side adjacent to South Acacia

All parking lot improvements include signage to meet ADA requirements, asphalt/concrete resurfacing, ramps as needed, and pavement markings to meet ADA requirements.

CITY COUNCIL ACTION:

Due to the COVID-19 pandemic, the City modified the bid process to allow electronic submission of bids.

This item is before the City Council to consider adopting Resolution 2020-107 (Attachment 1) awarding a construction contract to TC Construction Company, the lowest responsive and responsible bidder for the 2020 Street Maintenance & Repair Project.

DISCUSSION:

At the City Council meeting of May 27, 2020, Council directed Staff to increase the budget for the pavement maintenance specifically for additional dig-outs (pothole and other damaged roadway repair), striping, and other related items. The proposed pavement maintenance program for Fiscal Year (FY) 2020/21 will include an increased level of localized pavement repairs (dig-outs) throughout the City, an increased level of pavement striping and markings, not only on those streets that would be resurfaced but also on other roads that need fresh striping and markings. Additionally, the streets listed above will be completely resurfaced consistent with Council's direction.

The 2020 Street Maintenance & Repair Project, Bid No. 2020-03, was prepared and advertised for construction bids. The City received five bid proposals for Bid No. 2020-03. On June 18, 2020, at 2:00 p.m., the City Clerk opened the bids. The bids are listed in Table 1 below.

Table 1: Bid Results

Contractor	Bid Price
TC Construction Company	\$426,275.00
Southland Paving	\$429,816.45
Eagle Paving	\$429,940.00
Ramona Paving & Const. Corp.	\$435,861.25
L C Paving & Sealing	\$462,102.00

The bid submitted by TC Construction Company was found to be complete and responsive to the bid specifications. TC Construction has successfully completed previous projects for the City of Solana Beach. Staff is recommending that TC Construction be awarded the construction contract. The contract amount is based on the City Engineer's estimated unit quantities and the contractor's bid unit prices. The final cost of the project will be based on field measurements and the actual completed quantities. The contract allows 40 working days (8 weeks) to complete the work. The project is anticipated to be started in August 2020 and be completed in October 2020.

CEQA COMPLIANCE STATEMENT:

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

FISCAL IMPACT:

Project funding will be from the FY 2020/21 Annual Pavement Management Program and the ADA Transition Plan accounts as listed in Table 2 below:

Table 2: Funding

CIP No.	Project Title	Fund	Amount
CIP-13	Annual Pavement Management Program	Gas Tax	\$72,300
		TransNet	144,400
		SB1	208,300
	Total CIP-13 Funding		425,000
CIP-12	ADA Transition Plan Projects	General Fund	75,000
	Total Funding		\$500,000

In addition to the \$426,275 construction contract, Staff is recommending a contingency of \$73,725 (approximately 17%) for unanticipated changes and extra work, for a total construction budget of \$500,000.

WORK PLAN:

This project is listed in the FY 2020/21 Work Plan under the Unprioritized Community Character Issues.

OPTIONS:

- Approve Staff recommendation.
- Approve Staff recommendation with alternative amendments / modifications.
- Do not approve Staff recommendations.

DEPARTMENT RECOMMENDATION:

Staff recommends the City Council consider adoption of Resolution 2020-107:

1. Awarding a construction contract for the 2020 Street Maintenance & Repair Project, Bid 2020-03, in the amount of \$426,275, to TC Construction Company.

2. Approving an amount of \$73,725 for construction contingency.
3. Authorizing the City Manager to execute the construction contract on behalf of the City.
4. Authorizing the City Manager to approve cumulative change orders up to the construction contingency amount.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2020-107

RESOLUTION 2020-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AWARDING A CONSTRUCTION CONTRACT FOR THE 2020 STREET MAINTENANCE & REPAIR PROJECT, BID 2020-03, TO TC CONSTRUCTION COMPANY

WHEREAS, the Capital Improvement Program portion of the Fiscal Year (FY) 2020/21 Adopted Budget contains appropriations for annual pavement repairs and the ADA Transition Plan Projects; and

WHEREAS, the Engineering Department utilized a City-wide pavement condition assessment, field reviews and a review of previous street rehabilitation projects to identify the list of streets to be repaired as part of this project; and

WHEREAS, in response to an advertisement for construction bids, the City received five bids for the project; and

WHEREAS, on June 18, 2020, the City Clerk opened the construction bids and publicly read the bids aloud.

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

1. That the foregoing recitations are true and correct.
2. That the City Council awards a construction contract for the 2020 Street Maintenance & Repair Project, Bid 2020-03, in the amount of \$426,275, to TC Construction Company.
3. That the City Council approves an amount of \$73,725 for construction contingency.
4. That the City Council authorizes the City Manager to execute the construction contract on behalf of the City.

5. That the City Council authorizes the City Manager to approve cumulative change orders up to the construction contingency amount.

PASSED AND ADOPTED this 8th day of July 2020, 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 –

JEWEL EDSON, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 8, 2020
ORIGINATING DEPT: City Manager/Human Resources
SUBJECT: **Consideration of Resolution 2020-096 Adopting Fiscal Year 2020/2021 Salary, Classification and Compensation Plans for the Non-Represented (Executive Management, Mid-Management, Management and Confidential) Employees, the Solana Beach Miscellaneous Unit (SBEA-MISC.), the Marine Safety Unit (SBEA-MSU), the Solana Beach Firefighters Association (SBFA), City Manager, Part-Time/Seasonal/Temporary Employees, and Elected Officials, Including Creation of a Permit Technician Classification.**

BACKGROUND:

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

The Memoranda of Understanding (MOU) covering three-year terms beginning on July 1, 2017 with both the Solana Beach Employee Association Miscellaneous Unit (SBEA-MISC.) and the Solana Beach Employee Association Marine Safety Unit (SBEA-MSU) are set to expire on June 30, 2020.

Negotiations with SBEA-MISC. and SBEA-MSU representatives for successor MOUs began in February 2020. However, due to the unforeseen COVID-19 pandemic and the current state of emergency, these in-person meetings were cut short and Staff agreed to continue to meet virtually. During these virtual meetings, both the members of SBEA-MISC. Unit and the SBEA-MSU voluntarily proposed and offered to extend the terms of their respective MOUs (with no salary or health benefit increases) for an additional year, until June 30, 2021. The City greatly appreciated this gesture by both employee groups

CITY COUNCIL ACTION:

and accepted both proposals due to the unforeseen impacts the COVID-19 pandemic would have on the City's budget and economic stability.

Additionally, the Solana Beach Firefighters' Association (SBFA) is currently in a four (4) year MOU with the City from July 1, 2018 to June 30, 2022. For FY 2020/2021, SBFA was scheduled to receive a 2% salary increase as well as a 5% increase to their health benefit (flex) credit. Due to the COVID-19 pandemic, SBFA membership has agreed to postpone these increases until January 1, 2021, without any retroactive pay for the initial six-month period. At the end of the current calendar year and beginning of 2021, the City and SBFA will meet in good faith to continue to review the fiscal health of the City.

On June 26, 2019, the City Council also adopted the Fiscal Year (FY) 2019/20 Salary and Compensation Plans for all represented and non-represented employees, and on February 26, 2020 City Council approved adjustments to the Part-Time/Temporary/Seasonal Salary Schedule (Schedule 6).

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

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

Staff is recommending the following:

- Approval of the FY 2020/2021 Management Salary Schedule (Schedule 1), without any changes.
- Approval of the FY 2020/2021 Confidential Salary Schedule (Schedule 2), without any changes.
- Approval of the FY 2020/2021 Miscellaneous Salary Schedule (Schedule 3), without any salary changes, and add the Permit Technician classification to the schedule under Pay Grade 085.
- Approval of the FY 2020/2021 Marine Safety Salary Schedule (Schedule 4), without any changes.
- Approval of the FY 2020/2021 Fire Salary Schedule (Schedule 5), without any changes.
- Approval of the FY 2020/2021 Part-Time/Temporary/Seasonal Salary Schedule (Schedule 6), without any changes.

- Creation and adoption of a Permit Technician position in order to benefit organizational and Staff changes that have recently occurred in the Community Development Department.

This item is before the City Council for consideration of Resolution No. 2020-096 (Attachment 1) to approve the City's Salary and Compensation Plan (Schedules 1-6) for represented and unrepresented employees for FY 2020/2021, to approve the creation and adoption of the Permit Technician position to the Classification Plan, and to authorize the City Manager to make any future necessary changes to the City's salary schedules to remain in compliance with applicable State and/or Federal laws.

Additionally, Resolution No. 2020-097 (Attachment 2) is before City Council to consider approval of the Side Letter Agreements between the City and the SBEA-MISC. Unit, the SBEA-MSU, and the SBFA.

DISCUSSION:

The City Manager recommends approval of the FY 2020/2021 Salary & Classification Plan for the SBEA-MISC., SBEA-MSU, SBFA, Non-Represented, City Manager, and Part-Time/Seasonal/Temporary employees. Consistent with SBMC section 2.04.020, City Council members (Elected Officials) will receive health care benefits commensurate to SBEA-MISC. Similarly, the health care benefits of the City Manager correspond to SBEA-MISC and Elected Officials, which include the following major points outlined below:

Proposed FY 2020/2021 Salary and Compensation Plans

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

1. Term of Compensation Plan: July 1, 2020 to June 30, 2021
2. No salary increases are reflected in salary schedules 1 and 2
 - Mid-Management and Executive Management FY 2020/2021 Salary Schedule 1 (Attachment 3)
 - Confidential Employees' FY 2020/2021 Salary Schedule 2 (Attachment 4)
3. No increase in Health Care Benefits: Benefits will remain at \$1,358.00/month

SBEA-MISC (Miscellaneous Employees):

1. Term of Compensation Plan as indicated in the Side Letter Agreement effective from July 1, 2020 to June 30, 2021 (Attachment 5)

2. No salary increases are reflected in salary schedule 3. Permit Technician position added to salary schedule 3 under Pay Grade 085
 - Miscellaneous Employees' FY 2020/2021 Salary Schedule 3 (Attachment 6)
3. No increase in Health Care Benefits: Benefits will remain at \$1,358.00/month

SBEA-MSU Employees (Marine Safety):

1. Term of Compensation Plan as indicated in the Side Letter Agreement effective from July 1, 2020 to June 30, 2021 (Attachment 7)
2. No salary increases are reflected in salary schedule 4
 - Marine Safety Employees' FY 2020/2021 Salary Schedule 4 (Attachment 8)
3. No increase in Health Care Benefits: Benefits will remain at \$1,358.00/month

SBFA Employees (Fire):

1. Term of Compensation Plan as indicated in the Side Letter Agreement effective from July 1, 2020 for at least six months (Attachment 9)
2. No salary increases are reflected in salary schedule 5 for the first six months of FY 2020/2021
 - Solana Beach Fire Association FY 2020/2021 Salary Schedule 5 (Attachment 10)
3. No increase in Health Care Benefits: Benefits will remain at \$1,500.00/month for the first six months.

City Manager and Elected Officials:

1. Term of Compensation Plan: July 1, 2020 to June 30, 2021
2. No changes to current salary schedules
 - City Manager FY 2020/2021 Salary Schedule 7 (Attachment 11)
 - Elected Officials FY 2020/2021 Salary Schedule 8 (Attachment 12)
3. No increase in Health Care Benefits: Benefits will remain at \$1,358.00/month

Part-Time/Temporary/Seasonal Employees:

1. Term of Compensation Plan: July 1, 2020 to June 30, 2021
2. No changes to current salary schedule
 - Part-Time/Temporary/Seasonal Employees' FY 2020/2021 Salary Schedule 6 (Attachment 13)

New Classifications

Staff recommends creating and adopting a Permit Technician position (Attachment 14) in order to benefit organizational and Staff changes that have recently occurred in the Community Development Department. Effective July 1, 2020, the City of Del Mar will no longer be using EsGil for building services, nor have the need for the shared building space in Solana Beach. This change will reduce the EsGil building permit activity by approximately 50 percent. Additionally, in April 2020, the Administrative Assistant in the Community Development Department retired and the position has since been held vacant resulting in cost savings and allowing Staff time to evaluate the actual needs of the Department. The duties of the Administrative Assistant are currently being shared by existing Staff on a temporary basis.

Staff recently negotiated an agreement modification with EsGil that would remove the Permit Technician services from EsGil and reduce the costs for building plan check, permitting and inspection services by approximately twenty-seven percent (27%). After further consideration, it was determined that there is a greater need and desire to have a permanent full-time Permit Technician position to support and assist with some administrative duties previously performed by the Administrative Assistant position. Furthermore, the cost savings of the amended contract with EsGil will allow the City to create and hire an in-house Permit Technician, which will help with departmental workload as well as permit and plan check reviews. The City would also see a cost savings by not replacing the Administrative Assistant position.

The Permit Technician will perform entry-level technical work including the processing of routine building permit applications, calculating fees, issuing permits, and reviewing minor construction plans for code compliance and completeness, while providing efficient and courteous service at the public counter and providing general office support duties. The Permit Technician position is a FLSA non-exempt position under the Miscellaneous Employees Salary Schedule 3, pay grade MIS-085.

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

FISCAL IMPACT:

For budgeting purposes, the FY 2020/2021 Adopted Budget projected and included a 2% increase in salary and no increase in flex benefits for SBEA-MISC and SBEA-MSU and all unrepresented employees. Since no increase in salary and benefits for these groups are now planned for FY 2020/2021, cost savings in the General Fund for FY 2020/2021 for SBEA-MISC is estimated at \$24,400 and for SBEA-MSU is estimated at \$6,200. Unrepresented employees will also keep their current salary and benefits for FY 2020/2021 at the same level as in FY 2019/2020, resulting in General Fund salary and benefit cost savings for FY 2020/2021 of \$36,100 for unrepresented employees.

The Solana Beach Firefighters' Association (SBFA) is currently in a four (4) year agreement with the City from July 1, 2018 to June 30, 2022. For FY 2020/2021, the SBFA is scheduled to receive a 2% salary increase as well as a 5% increase to their flex credit and these increases totaling \$55,200 are included in the FY 2020/2021 Adopted Budget. Although these increases are included in the adopted FY 2020/21 Budget, Staff and the SBFA have verbally agreed to forgo the first six (6) months of these increases.

WORKPLAN: N/A

OPTIONS:

- Approve the FY 2020/2021 Salary, Classification and Compensation Plans as recommended by Staff.
- Approve the FY 2020/2021 Salary, Classification and Compensation Plans with modifications.
- Do not approve the FY 2020/2021 Salary, Classification and Compensation Plans and provide alternative direction.
- Do not approve the FY 2020/2021 Salary, Classification and Compensation Plan.
- Approve the Side Letters between the City and SBEA-MISC. Unit, the SBEA-MSU and SBFA
- Do not approve the Side Letters between the City and SBEA-MISC. Unit, the SBEA-MSU and SBFA and provide alternative direction.

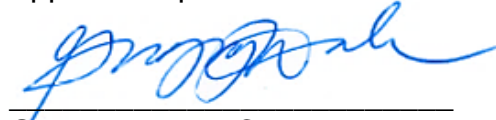
DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution 2020-096 approving the FY 2020/2021 Salary and Compensation schedules and the addition of the Permit Technician to the City's classification plan.
2. Adopt Resolution 2020-097 approving the FY 2020/2021 Side Letter Agreements between the City and the Solana Beach Employees' Association-Miscellaneous Unit, Marine Safety Unit, and Solana Beach Fire Association.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2020-096
2. Resolution 2020-097
3. FY 2020/2021 Management Salary Schedule 1
4. FY 2020/2021 Confidential Employees Salary Schedule 2
5. SBEA-MISC. Unit Side Letter Agreement and Proposal
6. FY 2020/2021 Miscellaneous Employees Salary Schedule 3
7. MSU Side Letter Agreement and Proposal
8. FY 2020/2021 Marine Safety Salary Schedule 4
9. SBFA Side Letter Agreement
10. FY 2020/2021 Fire Association Salary Schedule 5
11. FY 2020/2021 City Manager Salary Schedule
12. FY 2020/2021 Elected Officials' Salary Schedule
13. FY 2020/2021 Part-Time/Temporary/Seasonal Salary Schedule 6
14. Permit Technician Job Description

RESOLUTION 2020-096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING FY 2020/2021 SALARY, CLASSIFICATION AND COMPENSATION PLANS FOR ALL UNREPRESENTED AND REPRESENTED EMPLOYEES

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

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

WHEREAS, there are no changes to the non-represented employees (executive management, mid-management, management, confidential, and part-time/seasonal/temporary) salary schedules for FY 2020/2021; and

WHEREAS, there are no changes to the Solana Beach Employees Association – Miscellaneous (SBEA-MISC) salary schedule for FY 2020/2021; and

WHEREAS, there are no changes to the Solana Beach Employees Association – Marine Safety (SBEA-MSU) salary schedule for FY 2020/2021; and

WHEREAS, there are no changes to the Solana Beach Fire Association (SBFA) salary schedule for six months for FY 2020/2021; and

WHEREAS, a new Permit Technician position has been created and added to the City's Job Classification Plan; and

WHEREAS, the City Council has reviewed and considered the City Manager's recommendations for salary and compensation plans and is prepared to adopt the FY 2020/2021 Salary, Classification and Compensation plans as recommended.

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

1. That the foregoing recitations are true and correct.
2. The FY 2020/2021 Salary and Compensation Plans for represented employees, executive management, mid-management, management, confidential, City Manager, part-time/seasonal/temporary employees and elected officials are as follows:

- A. SBEA-Miscellaneous Unit Represented Employees:
 - i. No salary increase and no increase in Health Care Benefits.
- B. SBEA-Marine Safety Represented Employees:
 - i. No salary increase and no increase in Health Care Benefits.
- C. SBFA Represented Employees:
 - i. No salary increase and no increase in Health Care Benefits for six months.
- D. Non-represented Employees: (Executive Management, Mid-Management and Confidential):
 - i. No salary increase and no increase in Health Care Benefits.
- E. Part-Time/Seasonal/Temporary Employees:
 - i. No salary changes.
- F. City Manager:
 - i. No salary changes.
 - ii. No increase in Health Care Benefits.
- G. Elected Officials:
 - i. No salary changes.
 - ii. No increase in Health Care Benefits.
- H. Except as identified above, the terms of the FY 2020/2021 Salary and Compensation Plans shall continue in full force and effect for all employees.
- I. Term: The FY 2020/2021 Salary and Compensation Plans shall be effective July 1, 2020, for all employees, and will remain in effect for an unspecified period of time until revised by City Council.

PASSED AND ADOPTED this 8th day of July 2020, 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 –

JEWEL EDSON, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA CANLAS, City Attorney

ANGELA IVEY, City Clerk

RESOLUTION 2020-097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING THE SIDELETTER AGREEMENTS BETWEEN THE CITY AND THE SOLANA BEACH EMPLOYEES' ASSOCIATION-MISCELLANEOUS UNIT, MARINE SAFETY UNIT AND SOLANA BEACH FIRE ASSOCIATION EFFECTIVE JULY 1, 2020.

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

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

WHEREAS, the City and SBEA-MISC entered into a Memorandum of Understanding ("MOU") effective July 1, 2017 through June 30, 2020; and

WHEREAS, the City and SBEA-MISC met and conferred in good faith regarding the current MOU; and

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

WHEREAS, the City and SBEA-MSU entered into a Memorandum of Understanding ("MOU") effective July 1, 2017 through June 30, 2020; and

WHEREAS, the City and SBEA-MSU met and conferred in good faith regarding the current MOU; and

WHEREAS, both SBEA-MISC and SBEA-MSU agree to extend the terms of their current MOU; and

WHEREAS, these extensions are reflected in the Side Letter Agreements to their respective MOUs; and

WHEREAS, the attached Side Letter Agreement (Attachment 5) has been ratified and approved by the membership of the SBEA-MISC; and

WHEREAS, the attached Side Letter Agreement (Attachment 7) has been ratified and approved by the membership of the SBEA-MSU; and

WHEREAS, except as amended by the Side Letter Agreement, all other terms

and conditions of the MOU shall remain in full force and effect until June 30, 2021;

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

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

WHEREAS, the City and the SBFA met and conferred in good faith regarding revisions to the MOU; and

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

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

WHEREAS, prior to the implementation of the Increases, the City and the SBFA will continue to meet and discuss the fiscal health of the City to review financial impacts to the City budget; and

WHEREAS, the attached Side Letter Agreement (Attachment 9) has been ratified and approved by SBFA membership; and

WHEREAS, except as amended by the Side Letter Agreement, all other terms and conditions of the SBFA MOU shall remain in full force and effect until June 30, 2022;

WHEREAS, the City Council has considered the City Manager’s recommendations and is prepared to approve the Sideletter Agreements effective from July 1, 2020 through on June 30, 2021, for employees represented by the SBEA-MISC and SBEA-MSU; and

WHEREAS, the City Council has considered the City Manager’s recommendations and is prepared to approve the Sideletter Agreements effective from July 1, 2020 for at least six-months, for employees represented by SBFA; 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. The attached Sideletter Agreements between the City and employees

represented by the SBEA-MISC, SBEA-MSU and SBFA are hereby adopted.

PASSED AND ADOPTED this 8th day of July, 2020 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 –

JEWEL EDSON, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

FY 2020-2021

**MANAGEMENT EMPLOYEES
SALARY SCHEDULE SCHEDULE 1
UPDATED 02/26/2020**

Pay Grade	Job Classifications	Payment Schedule	Range Minimum	Range 25th Percentile	Range Midpoint	Range 75th Percentile	Range Maximum
M1	Management Analyst	Annual	\$61,125	\$70,294	\$79,462	\$88,631	\$97,800
	Human Resources Analyst	Monthly	\$5,094	\$5,858	\$6,622	\$7,386	\$8,150
	Recreation Supervisor	Bi-weekly	\$2,547	\$2,929	\$3,311	\$3,693	\$4,075
	Executive Assistant to City Manager/Council	Hourly	\$29.39	\$33.80	\$38.20	\$42.61	\$47.02
M2	Deputy City Clerk	Annual	\$69,927	\$78,668	\$87,409	\$96,150	\$104,890
	Senior Human Resources Analyst	Monthly	\$5,827	\$6,556	\$7,284	\$8,012	\$8,741
	Senior Management Analyst	Bi-weekly	\$2,914	\$3,278	\$3,642	\$4,006	\$4,370
		Hourly	\$33.62	\$37.82	\$42.02	\$46.23	\$50.43
M3	Network System Engineer	Annual	\$76,920	\$86,535	\$96,150	\$105,765	\$115,379
	Senior Accountant	Monthly	\$6,410	\$7,211	\$8,012	\$8,814	\$9,615
	Senior Civil Engineer	Bi-weekly	\$3,205	\$3,606	\$4,006	\$4,407	\$4,807
	Senior Planner	Hourly	\$36.98	\$41.60	\$46.23	\$50.85	\$55.47
M4	Human Resources Manager	Annual	\$84,612	\$95,188	\$105,765	\$116,341	\$126,917
	Information Technology Manager	Monthly	\$7,051	\$7,932	\$8,814	\$9,695	\$10,576
	Principal Civil Engineer	Bi-weekly	\$3,525	\$3,966	\$4,407	\$4,848	\$5,288
	Principal Planner Public Works Operations Manager Recreation Manager	Hourly	\$40.68	\$45.76	\$50.85	\$55.93	\$61.02
M4-A	Assistant to the City Manager	Annual	\$93,073	\$104,707	\$116,341	\$127,975	\$139,609
	Finance Manager	Monthly	\$7,756	\$8,726	\$9,695	\$10,665	\$11,634
		Bi-weekly	\$3,878	\$4,363	\$4,848	\$5,332	\$5,817
		Hourly	\$44.75	\$50.34	\$55.93	\$61.53	\$67.12
M5	Fire Battalion Chief (2912 annual hours)	Annual	\$96,230	\$108,258	\$120,287	\$132,316	\$144,344
		Monthly	\$8,019	\$9,022	\$10,024	\$11,026	\$12,029
		Bi-weekly	\$4,010	\$4,511	\$5,012	\$5,513	\$6,014
		Hourly	\$33.05	\$37.18	\$41.31	\$45.44	\$49.57
M6	Marine Safety Captain	Annual	\$102,380	\$115,178	\$127,975	\$140,773	\$153,570
		Monthly	\$8,532	\$9,598	\$10,665	\$11,731	\$12,798
		Bi-weekly	\$4,266	\$4,799	\$5,332	\$5,866	\$6,399
		Hourly	\$49.22	\$55.37	\$61.53	\$67.68	\$73.83
M6-A	Fire Battalion Chief (2080 annual hours)	Annual	\$105,853	\$119,084	\$132,316	\$145,548	\$158,779
		Monthly	\$8,821	\$9,924	\$11,026	\$12,129	\$13,232
		Bi-weekly	\$4,411	\$4,962	\$5,513	\$6,064	\$6,616
		Hourly	\$50.89	\$57.25	\$63.61	\$69.97	\$76.34
M7	Deputy Fire Chief	Annual	\$108,287	\$124,530	\$140,773	\$157,016	\$173,259
		Monthly	\$9,024	\$10,377	\$11,731	\$13,085	\$14,438
		Bi-weekly	\$4,512	\$5,189	\$5,866	\$6,542	\$7,219
		Hourly	\$52.06	\$59.87	\$67.68	\$75.49	\$83.30
M8	Administrative Services Director/Assistant City Manager	Annual	\$119,115	\$136,983	\$154,850	\$172,717	\$190,584
	City Clerk	Monthly	\$9,926	\$11,415	\$12,904	\$14,393	\$15,882
	City Engineer/Public Works Director	Bi-weekly	\$4,963	\$5,708	\$6,452	\$7,197	\$7,941
	Community Development Director Fire Chief Finance Director/City Treasurer Human Resources Director	Hourly	\$57.27	\$65.86	\$74.45	\$83.04	\$91.63

ATTACHMENT 3

CITY OF SOLANA BEACH

FY 2020-2021

**CONFIDENTIAL EMPLOYEES
SALARY SCHEDULE 2
EFFECTIVE JULY 1, 2020**

Pay Schedule	Grade	Job Classification	Hourly					Monthly				
			Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
Confidential	86	Confidential Administrative Assistant	\$ 24.55	\$ 25.78	\$ 27.07	\$ 28.42	\$ 29.85	\$4,256.01	\$4,468.81	\$4,692.25	\$ 4,926.87	\$ 5,173.21
Confidential	87	Fiscal Services Specialist	\$ 24.80	\$ 26.04	\$ 27.34	\$ 28.71	\$ 30.14	\$4,298.57	\$4,513.50	\$4,739.18	\$ 4,976.14	\$ 5,224.94
Confidential	99	Administrative Assistant IV	\$ 27.95	\$ 29.34	\$ 30.81	\$ 32.35	\$ 33.97	\$4,843.74	\$5,085.93	\$5,340.22	\$ 5,607.23	\$ 5,887.60
		Fiscal Services Specialist II										
Confidential	106	Accountant	\$ 29.96	\$ 31.46	\$ 33.03	\$ 34.68	\$ 36.42	\$5,193.14	\$5,452.80	\$5,725.44	\$ 6,011.71	\$ 6,312.30

ATTACHMENT 4

SIDE LETTER OF AGREEMENT
between the City of Solana Beach
and Solana Beach Employees' Association- Miscellaneous Unit

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

WHEREAS, the Solana Beach Employees' Association- Miscellaneous Unit ("SBEA-MISC") is the exclusive bargaining agent and representative of the City's Miscellaneous Classified Service; and

WHEREAS, the City and SBEA-MISC entered into a Memorandum of Understanding ("MOU") effective July 1, 2017 through June 30, 2020; and

WHEREAS, the parties met and conferred in good faith regarding changes to the MOU; and

WHEREAS, the parties agree to extend the terms of the current MOU for one additional year;

WHEREAS, this agreement shall serve as a Side Letter Agreement to the MOU for July 1, 2017 through June 30, 2020; and

WHEREAS, the new expiration date for the current MOU will be June 30, 2021.

NOW THEREFORE, the City and SBEA-MISC mutually agree as follows:

1. The new expiration date of the SBEA-MISC MOU will be June 30, 2021.
2. All terms and conditions of the MOU from July 1, 2017 through June 30, 2021 shall remain in full force and effect.

Executed in Solana Beach, California by:

SBEA-MISC:



Vanessa Rivera (Jun 15, 2020 11:26 PDT)

VANESSA RIVERA, SBEA-MISC President

Jun 15, 2020

DATE

Jun 16, 2020

DATE

Jun 16, 2020

DATE



ANDRA WRIGHT, SBEA-MISC Vice President



Zachary Basin (Jun 16, 2020 10:50 PDT)

ZACH BASIN, SBEA-MISC Secretary/Treasurer

City of Solana Beach:



GREGORY WADE, City Manager

Jun 16, 2020

DATE

ATTACHMENT 5

Management:

On behalf of the Solana Beach Employees' Association - Miscellaneous Unit (SBEA-MISC) Group, we request a one-year extension, beginning on July 1, 2020 to June 30, 2021, to our current Memorandum of Understanding between the City of Solana Beach and the SBEA-MISC. As part of this extension, we are requesting to forego wage and flex credit benefit increases and request to reopen negotiations next year. This is an offering to assist the organization, as an interim solution, in dealing with the current COVID-19 pandemic and the future economic unknowns.

Vanessa Rivera

Vanessa Rivera, SBEA-MISC President

Anda Wright

Anda Wright, SBEA-MISC Vice-President

Zach Basin

Zach Basin, SBEA-MISC Secretary/Treasurer

FY 2020-2021

**MISCELLANEOUS EMPLOYEES
SALARY SCHEDULE 3
Effective July 1, 2020**

Pay Schedule	Grade	Job Classification	Hourly					Monthly				
			Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
MIS (MS)	44	Administrative Assistant I	\$ 16.17	\$ 16.98	\$ 17.82	\$ 18.72	\$ 19.65	\$ 2,802.24	\$ 2,942.35	\$ 3,089.47	\$3,243.94	\$ 3,406.14
MIS (MS)	63	Maintenance Worker I	\$ 19.53	\$ 20.51	\$ 21.53	\$ 22.61	\$ 23.74	\$ 3,385.41	\$ 3,554.68	\$ 3,732.42	\$3,919.04	\$ 4,114.99
MIS (MS)	64	Administrative Assistant II	\$ 19.73	\$ 20.71	\$ 21.75	\$ 22.84	\$ 23.98	\$ 3,419.26	\$ 3,590.23	\$ 3,769.74	\$3,958.23	\$ 4,156.14
MIS (MS)	75	Maintenance Worker II	\$ 22.01	\$ 23.11	\$ 24.26	\$ 25.48	\$ 26.75	\$ 3,814.77	\$ 4,005.50	\$ 4,205.78	\$4,416.07	\$ 4,636.87
MIS (MS)	84	Code Compliance Specialist	\$ 24.07	\$ 25.27	\$ 26.54	\$ 27.86	\$ 29.26	\$ 4,172.15	\$ 4,380.76	\$ 4,599.80	\$4,829.79	\$ 5,071.28
MIS (MS)	85	Permit Technician	\$ 24.31	\$ 25.53	\$ 26.80	\$ 28.14	\$ 29.55	\$ 4,213.87	\$ 4,424.57	\$ 4,645.80	\$4,878.09	\$ 5,121.99
		Junior Planner										
MIS (MS)	86	Administrative Assistant III	\$ 24.55	\$ 25.78	\$ 27.07	\$ 28.42	\$ 29.85	\$ 4,256.01	\$ 4,468.81	\$ 4,692.25	\$4,926.87	\$ 5,173.21
		Management Assistant										
MIS (MS)	89	Lead Maintenance Worker	\$ 25.30	\$ 26.56	\$ 27.89	\$ 29.29	\$ 30.75	\$ 4,384.97	\$ 4,604.22	\$ 4,834.43	\$5,076.16	\$ 5,329.96
MIS (MS)	94	Code Compliance Officer	\$ 26.59	\$ 27.92	\$ 29.31	\$ 30.78	\$ 32.32	\$ 4,608.65	\$ 4,839.08	\$ 5,081.04	\$5,335.09	\$ 5,601.85
MIS (MS)	103A	Senior Engineering Technician	\$ 29.27	\$ 30.74	\$ 32.27	\$ 33.89	\$ 35.58	\$ 5,073.68	\$ 5,327.37	\$ 5,593.73	\$5,873.42	\$ 6,167.09
		Associate Management Analyst										
MIS (MS)	104B	Assistant Planner	\$ 29.52	\$ 30.99	\$ 32.54	\$ 34.17	\$ 35.88	\$ 5,116.30	\$ 5,372.12	\$ 5,640.73	\$5,922.76	\$ 6,218.90
MIS (MS)	106	Environmental Specialist	\$ 29.96	\$ 31.46	\$ 33.03	\$ 34.68	\$ 36.42	\$ 5,193.14	\$ 5,452.80	\$ 5,725.44	\$6,011.71	\$ 6,312.30
MIS (MS)	106A	Senior Code Compliance Officer	\$ 30.05	\$ 31.55	\$ 33.13	\$ 34.79	\$ 36.53	\$ 5,208.72	\$ 5,469.16	\$ 5,742.62	\$6,029.75	\$ 6,331.24
MIS (MS)	109	Public Works Inspector	\$ 30.87	\$ 32.41	\$ 34.03	\$ 35.73	\$ 37.52	\$ 5,350.50	\$ 5,618.03	\$ 5,898.93	\$6,193.87	\$ 6,503.57
		Fire Prevention Specialist										
MIS (MS)	116A	Associate Planner	\$ 33.19	\$ 34.85	\$ 36.60	\$ 38.43	\$ 40.35	\$ 5,753.68	\$ 6,041.37	\$ 6,343.44	\$6,660.61	\$ 6,993.64
MIS (MS)	119A	Assistant Civil Engineer	\$ 34.13	\$ 35.84	\$ 37.63	\$ 39.51	\$ 41.49	\$ 5,916.19	\$ 6,212.00	\$ 6,522.60	\$6,848.73	\$ 7,191.17
MIS (MS)	137A	Associate Civil Engineer	\$ 40.87	\$ 42.91	\$ 45.06	\$ 47.31	\$ 49.68	\$ 7,083.72	\$ 7,437.90	\$ 7,809.80	\$8,200.29	\$ 8,610.30

\$

ATTACHMENT 6

SIDE LETTER OF AGREEMENT
between the City of Solana Beach
and Solana Beach Employees' Association- Marine Safety Unit

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

WHEREAS, the Solana Beach Employees' Association- Marine Safety Unit ("SBEA-MSU") is the exclusive bargaining agent and representative of the City's Marine Safety Employees; and

WHEREAS, the City and SBEA-MSU entered into a Memorandum of Understanding ("MOU") effective July 1, 2017 through June 30, 2020; and

WHEREAS, the parties met and conferred in good faith regarding changes to the MOU; and

WHEREAS, the parties agree to extend the terms of the current MOU for one additional year;

WHEREAS, this agreement shall serve as a Side Letter Agreement to the MOU for July 1, 2017 through June 30, 2020; and

WHEREAS, the new expiration date for the current MOU will be June 30, 2021.

NOW THEREFORE, the City and SBEA-MSU mutually agree as follows:

1. The new expiration date of the SBEA-MSU MOU will be June 30, 2021.
2. All terms and conditions of the MOU from July 1, 2017 through June 30, 2021 shall remain in full force and effect.

Executed in Solana Beach, California by:

SBEA-MSU:

Greg Uruburu

Greg Uruburu (Jun 11, 2020 13:08 PDT)

GREG URUBURU, SBEA-MS MEMBER

Jun 11, 2020

DATE

Robert McPhee

Robert McPhee (Jun 15, 2020 14:33 PDT)

ROB MCPHEE, SBEA-MS MEMBER

Jun 15, 2020

DATE

Joseph Pennell

Joseph Pennell (Jun 15, 2020 17:07 PDT)

JOSEPH PENNELL, SBEA-MS MEMBER

Jun 15, 2020

DATE

Evan Mason

Evan Mason (Jun 17, 2020 09:43 PDT)

EVAN MASON, SBEA-MS MEMBER

Jun 17, 2020

DATE

City of Solana Beach:

Gregory Wade

GREGORY WADE, City Manager

Jun 18, 2020

DATE



CITY OF SOLANA BEACH MEMORANDUM

TO: DAN KING, POUNEH SAMMAK, MARIE BERKUTI

FROM: MARINE SAFETY UNIT

DATE: May 13, 2020

SUBJECT: MARINE SAFETY UNIT COMPENSATION AND BENEFIT
PROPOSAL – REVISED 05/13/2020

- PROPOSAL
 - Extend current MOU for next fiscal year

**MARINE SAFETY EMPLOYEES
SALARY SCHEDULE 4
EFFECTIVE JULY 1, 2020**

FY 2020-2021

Pay Schedule	Grade	Job Classification	Hourly					Monthly				
			Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
Marine Safety	100	Marine Safety Sergeant	\$ 28.22	\$ 29.64	\$ 31.12	\$ 32.67	\$ 34.31	\$4,892.18	\$5,136.79	\$5,393.63	\$ 5,663.31	\$ 5,946.47
Marine Safety	119	Marine Safety Lieutenant	\$ 34.10	\$ 35.80	\$ 37.59	\$ 39.47	\$ 41.45	\$5,910.28	\$6,205.80	\$6,516.09	\$ 6,841.89	\$ 7,183.99

ATTACHMENT 8

ATTACHMENT 9

PLACE HOLDER

FIRE ASSOCIATION SIDELETTER

JULY 8, 2020

**FIRE EMPLOYEES
SALARY SCHEDULE 5
EFFECTIVE July 1, 2020**

<u>Classification</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
5091 <u>Firefighter / Paramedic</u>					
Base Rate	\$ 25.21	\$ 26.47	\$ 27.79	\$ 29.18	\$ 30.64
OT Premium	\$ 12.61	\$ 13.24	\$ 13.90	\$ 14.59	\$ 15.32
Bi-weekly Base ⁽¹⁾	\$ 2,824	\$ 2,965	\$ 3,112	\$ 3,268	\$ 3,432
Monthly Base ⁽¹⁾	\$ 6,118	\$ 6,423	\$ 6,744	\$ 7,081	\$ 7,435
Annual Base ⁽¹⁾	\$ 73,412	\$ 77,081	\$ 80,924	\$ 84,972	\$ 89,224
Estimated Annual FLSA OT ⁽²⁾	\$ 1,967	\$ 2,065	\$ 2,168	\$ 2,276	\$ 2,390
Estimated Annual Total ⁽²⁾	\$ 75,379	\$ 79,146	\$ 83,093	\$ 87,248	\$ 91,614
5091-A <u>Fire Engineer</u>					
Base Rate	\$ 26.48	\$ 27.80	\$ 29.19	\$ 30.65	\$ 32.18
OT Premium	\$ 13.24	\$ 13.90	\$ 14.60	\$ 15.33	\$ 16.09
Bi-weekly Base ⁽¹⁾	\$ 2,966	\$ 3,114	\$ 3,269	\$ 3,433	\$ 3,604
Monthly Base ⁽¹⁾	\$ 6,426	\$ 6,746	\$ 7,083	\$ 7,438	\$ 7,809
Annual Base ⁽¹⁾	\$ 77,110	\$ 80,954	\$ 85,001	\$ 89,253	\$ 93,708
Estimated Annual FLSA OT ⁽²⁾	\$ 2,065	\$ 2,168	\$ 2,278	\$ 2,391	\$ 2,510
Estimated Annual Total ⁽²⁾	\$ 79,175	\$ 83,122	\$ 87,279	\$ 91,644	\$ 96,218
5100 <u>Fire Engineer w/ Paramedic Cert (3% differential above Fire Engineer)</u>					
Base Rate	\$ 27.27	\$ 28.63	\$ 30.07	\$ 31.57	\$ 33.15
OT Premium	\$ 13.64	\$ 14.32	\$ 15.04	\$ 15.79	\$ 16.58
Bi-weekly Base ⁽¹⁾	\$ 3,054	\$ 3,207	\$ 3,368	\$ 3,536	\$ 3,713
Monthly Base ⁽¹⁾	\$ 6,618	\$ 6,948	\$ 7,297	\$ 7,661	\$ 8,044
Annual Base ⁽¹⁾	\$ 79,410	\$ 83,371	\$ 87,564	\$ 91,932	\$ 96,533
Estimated Annual FLSA OT ⁽²⁾	\$ 2,128	\$ 2,234	\$ 2,346	\$ 2,463	\$ 2,586
Estimated Annual Total ⁽²⁾	\$ 81,538	\$ 85,604	\$ 89,910	\$ 94,395	\$ 99,119
5099 <u>Fire Captain</u>					
Base Rate	\$ 30.13	\$ 31.64	\$ 33.22	\$ 34.88	\$ 36.62
OT Premium	\$ 15.07	\$ 15.82	\$ 16.61	\$ 17.44	\$ 18.31
Bi-weekly Base ⁽¹⁾	\$ 3,375	\$ 3,544	\$ 3,721	\$ 3,907	\$ 4,101
Monthly Base ⁽¹⁾	\$ 7,312	\$ 7,678	\$ 8,061	\$ 8,464	\$ 8,886
Annual Base ⁽¹⁾	\$ 87,739	\$ 92,136	\$ 96,737	\$ 101,571	\$ 106,637
Estimated Annual FLSA OT ⁽²⁾	\$ 2,351	\$ 2,468	\$ 2,591	\$ 2,721	\$ 2,856
Estimated Annual Total ⁽²⁾	\$ 90,089	\$ 94,604	\$ 99,328	\$ 104,291	\$ 109,494
5109 <u>Fire Captain (Shift)</u>					
Base Rate	\$ 30.73	\$ 32.27	\$ 33.88	\$ 35.58	\$ 37.35
OT Premium	\$ 15.37	\$ 16.14	\$ 16.94	\$ 17.79	\$ 18.68
Bi-weekly Base ⁽¹⁾	\$ 3,442	\$ 3,614	\$ 3,795	\$ 3,985	\$ 4,183
Monthly Base ⁽¹⁾	\$ 7,457	\$ 7,831	\$ 8,222	\$ 8,634	\$ 9,064
Annual Base ⁽¹⁾	\$ 89,486	\$ 93,970	\$ 98,659	\$ 103,609	\$ 108,763
Estimated Annual FLSA OT ⁽²⁾	\$ 2,398	\$ 2,518	\$ 2,643	\$ 2,775	\$ 2,914
Estimated Annual Total ⁽²⁾	\$ 91,883	\$ 96,488	\$ 101,301	\$ 106,384	\$ 111,677

(1) Weekly, Bi-weekly, and Annual "base rates" are determined by calculating 112 hours of straight time paid in 26 pay periods. These rates do not include FLSA Overtime.

(2) Estimated Annual FLSA OT Premium is compensation required under Department of Labor Fair Labor Standards Act (FLSA) Section 29 CFR 553.230 (Section 7(k)) and is compensated based on Fire Department 24-day Work Period resulting in approx. 10 hours of OT Premium pay per 24-day Work Period.

City Manager Pay Structure

Schedule 7

Effective July 1, 2019

	Grade	Job Classification	Annual	Monthly
CM	Per Contract	City Manager	\$220,667.20	\$18,388.93

**City Council Pay Structure
Schedule 8**

Effective December 10, 2008

	Grade	Job Classification	Monthly
CC	Per Ord 389	City Council Member	\$ 712.58

FY 2020-2021

**PART-TIME/TEMPORARY/SEASONAL
SALARY SCHEDULE SCHEDULE 6
EFFECTIVE JANUARY 1, 2020**

Pay Grade		Job Classification	Step A	Step B	Step C	Step D	Step E
PTS	26	Lifeguard Intern	\$13.00				
		Junior Lifeguard Intern					
PTS	31	Junior Lifeguard Instructor I (Non-Lifeguard)	\$13.66	\$14.35	\$15.06	\$15.82	\$16.61
PTS	41	Lifeguard	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23
		Junior LG Instructor II					
		Management Intern					
		Temporary Administrative Assistant					
		Parking Enforcement Officer					
Recreation Leader I							
PTS	46	Lifeguard + EMT	\$15.77	\$16.55	\$17.38	\$18.25	\$19.16
		Junior LG Instructor II + EMT					
		Recreation Leader II					
PTS	58	Temporary Maintenance Worker I	\$17.76	\$18.65	\$19.59	\$20.56	\$21.59
PTS	59	Temporary FireFighter/PM	\$17.94	\$18.84	\$19.78	\$20.77	\$21.81
PTS	60	Temporary Planning Technician	\$18.12	\$19.03	\$19.98	\$20.98	\$22.03
		Temporary Engineering Technician					
PTS	64	Temporary Administrative Technician	\$18.86	\$19.80	\$20.79	\$21.83	\$22.92
		Jr. Lifeguard Administrative Technician					
PTS	65	Recreation Leader III	\$19.05	\$20.00	\$21.00	\$22.05	\$23.15
		Senior Lifeguard					
PTS	68	Code Compliance Officer Assistant	\$19.62	\$20.60	\$21.63	\$22.72	\$23.85
PTS	70	Senior Lifeguard + EMT	\$20.02	\$21.02	\$22.07	\$23.17	\$24.33
PTS	84	Temporary Management Assistant	\$23.01	\$24.16	\$25.37	\$26.64	\$27.97
PTS	105	Temporary Fire Prevention Technician	\$28.36	\$29.77	\$31.26	\$32.83	\$34.47

ATTACHMENT 13

CITY OF SOLANA BEACH PERMIT TECHNICIAN

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

DEFINITION

Under general supervision performs entry-level technical work which involves the processing of routine building permit applications, calculating fees, issuing permits, and reviewing minor construction plans for code compliance and completeness; provides efficient and courteous service at the public counter. Explains City code, policies, procedures, and fees to the public; locates and retrieves records and information; researches land use information and histories; maintains the data base of permits, receipts, plans, and other record documents; performs general office support duties; perform related duties as assigned.

CLASS CHARACTERISTICS

This class is distinguished from other office support classes by the performance of difficult, technical, complex and/or specialized duties, which require the application of a larger base of technical knowledge and skill. Incumbents work under general supervision while learning job tasks.

ESSENTIAL JOB FUNCTIONS

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Acts as the department's primary point of contact to assess resident and developer needs in order to determine what assistance is required and which codes and policies apply.
- Provides information and services to citizens at the counter and over the telephone regarding codes, plan requirements, zoning regulations, permit fees, plan development and City regulations.
- Ensures that residents and developers are greeted and assisted in a timely manner.
- Explains codes, policies, standards, fees and procedures, and building information to the public to ensure adherence to departmental procedures in moderately complex technical matters.
- Reviews application submittals for completeness, accuracy and conformance to the City's building, planning, zoning and engineering requirements.
- Processes applications for a variety of permits including, but not limited to, electrical, mechanical, plumbing, and other related building permits, inspections, or services for customers.

- Prepares general department correspondence including building permit fees, impact fee estimates, correction and permit expiration notices, etc.
- Maintains electronic and hard copy files of City-approved plans, insurance certificates, transmittals, etc.
- Performs basic research and confers with applicants and agency representatives to identify problems and issues.
- Coordinates and routes plan reviews and compiles comments for applicants.
- Prepares and may present professional staff reports of summarized data, conclusions, and recommendations to the City Council and other official groups as needed.
- Confers with developers, building designers, contractors, architects, and the general public on building related matters; interprets policies, State laws, and local ordinances or explains procedures.
- Performs various administrative functions for the department, including accepting applications and permits for processing and composing correspondence; prepares and processes invoices; maintains records of transactions; assists with contract management and processing.
- Prepares and maintains department calendars, applications, forms, timesheets, purchase orders and public notices.
- Assists with agenda preparation, project noticing, distribution of meeting agendas, and may participate and attend commission/committee meetings.
- Attends department staff meetings, City staff meetings and training sessions.
- Assists in the coordination of Community Development projects with other departments and outside agencies.
- Performs other related duties as assigned.

QUALIFICATIONS GUIDELINES

Education, Experience and Training

Any combination equivalent to experience and education that could likely provide the required knowledge, skills, and abilities would be qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Education:

- AA/AS Degree or two (2) years college from an accredited college or university with major course work in urban planning, regional planning, environmental studies, architecture, engineering or a related field. A Bachelor's Degree in the stated fields is highly desirable.
- International Code Council (ICC) certification as a Certified Permit Technician is highly desirable.

Experience:

- At least one-year work experience preferably in local government environment processing building permits, and/or reviewing minor construction plans for code compliance and completeness.

Knowledge of:

- City ordinances, codes, fees and policies and procedures.
- City maps, the City General Plan, zoning ordinances, and building codes.
- Engineering and/or architectural practices.
- Laws, regulations and codes relating to urban development sufficient to answer questions and provide information to the public.
- Permitting software.
- Pertinent Federal, State and local laws, code, and regulations.
- Basic construction methods and materials
- Site planning and architectural design principles.
- Recent development, current literature, information sources related to building and construction.
- Application of building design, and/or social concepts to the building review and permit process.
- Terminology, symbols, methods and techniques used in drafting, design and building construction.
- Methods and techniques of effective technical report preparation and presentation.
-
- Recordkeeping principles and procedures.
- Safety and safe driving principles and practices.
- Modern office procedures, methods, and equipment including computers and supporting software applications; computer applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for dealing effectively with the public, vendors, contractors and City staff, in person and over the telephone.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups and various business, professional, educational, regulatory and legislative organizations.
- Techniques for providing a high level of customer service to public and City staff, in person and over the telephone.

Ability to:

- Accurately calculate fees for various applications and permits.
- Apply current standards, policies, and procedures to work projects.
- Review plans and reports.
- Effectively communicate moderately complex technical guidelines, rules and policies to members of the general public;
- Exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.
- Identify application, plan, or permit deficiencies; maintain electronic files, retrieve and research information from electronic files and databases;
- Maintain records and prepare reports.
- Perform basic computations.
- Prepare clear, concise reports, technical documents, cost estimates, correspondence, and other written materials.

- Interpret and apply federal, state, and local laws, codes, regulations, policies, procedures, and standards pertaining to the building and construction process.
- Interpret maps, site and building plans and specifications; research, analyze and summarize planning data.
- Make presentations of ideas and recommendations to staff, the City Council and other official groups.
- Prepare clear and concise reports, correspondence and other written materials; plan and organize work.
- Exercise sound judgment within established guidelines and supervisory direction.
- Operate modern office equipment and computers including specialized computer applications.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Use tact, initiative, prudence, and independent judgment within general policy and legal guidelines in politically sensitive situations.

Special Requirements:

- The applicant selected will be subject to a criminal history investigation through the California Department of Justice (DOJ) and a thorough background check. A waiver for reference and background information must be completed.
- Possession of a valid Class "C" California driver's license with a satisfactory driving record.
- City of Solana Beach employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with the City requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Worker-related training as assigned, and to return to work as ordered in the event of an emergency.

PHYSICAL AND MENTAL DEMANDS/WORKING CONDITIONS

The physical and mental demands herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

- Mental function: Includes reading, writing, mathematical computations, operating a computer, problem solving, managing multiple projects, calmly handling complaints and problems from irate citizens or contractors, decision making under stressful conditions, and executing assignments with minimal supervision/direction and within established deadlines.
- Productivity: Incumbents must perform work in an efficient, effective and timely manner with minimal direction.
- Mobility: Incumbents require sufficient mobility to work in an office setting and operate office equipment. Incumbents may be required to perform light lifting and carrying, and sit, stand, walk for prolonged periods.
- Vision: Vision sufficient to read small print, computer screens, and printed documents, and to operate assigned equipment.

- Hearing: Incumbents are required to hear in the normal audio range with or without correction.
- Environment: Normal office setting with some travel to attend meetings or conduct site investigations. Incumbents may be required to work at both indoor and outdoor environments; individuals may be exposed to noise, dust and inclement weather conditions.
- Other factors: Incumbents may be required to work extended hours including evenings and weekends. Incumbents may be required to travel outside City boundaries to attend meetings.



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 8, 2020
ORIGINATING DEPT: Community Development
SUBJECT: **Council Consideration of Resolution 2020-109 Authorizing Submittal of a LEAP Grant Program Application**

BACKGROUND:

The State of California Department of Housing and Community Development (HCD) is now accepting grant applications for planning activities that further State priorities. HCD is authorized to provide up to \$119 million under the Local Early Action Planning (LEAP) Grant Program. The deadline for HCD to receive LEAP applications was Wednesday, July 1, 2020. Part of the LEAP application process requires a formal Resolution from the City Council authorizing the submittal of the grant application.

This item is before Council to consider approving Resolution 2020-109 (Attachment 1) authorizing/ratifying submittal of a LEAP Grant application, in the amount of \$65,000, to the State of California Department of Housing and Community Development.

DISCUSSION:

In 2020, HCD issued a Notice of Funding Availability (NOFA) for its LEAP Grant Program. The LEAP Grant Program is intended for the preparation, adoption, and implementation of plans that streamline housing approvals, accelerate housing production, facilitate housing affordability for lower- and moderate-income households, promote development consistent with the State Planning Priorities, and ensure geographic equity in the distribution and expenditure of the funds.

The program provides grants through a noncompetitive, over-the-counter process for local governments who meet certain criteria: 1) have a HCD-compliant housing element, 2) have submitted a recent Annual Progress report, 3) demonstrate a nexus to accelerating housing production, and 4) demonstrate that the application is consistent with State Planning Priorities.

CITY COUNCIL ACTION:

Eligible activities include, 1) updates to general plans, community plans, specific plans local planning related to implementation of sustainable communities strategies, or local coastal plans, 2) updates to zoning ordinances, 3) environmental analyses that eliminate the need for project-specific review, and 4) local process improvements that expedite local planning and permitting. The LEAP funds pursued through this Resolution would be used toward the update of the City's Housing and Safety Elements, any Zoning Ordinance updates and environmental documents that would be associated with the Housing and Safety Element policies and programs.

CEQA COMPLIANCE STATEMENT:

Submittal of an application for funding is not a project under the California Environmental Quality Act (CEQA).

FISCAL IMPACT:

There is no fiscal impact for this grant application. A budget adjustment will be presented to City Council at a later time if awarded funding.

WORK PLAN:

Application for LEAP grant funds is consistent with the implementation of Community Character Priorities as identified in the Work Plan Items A.1, General Plan Update (Housing and Safety Element updates).

OPTIONS:

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

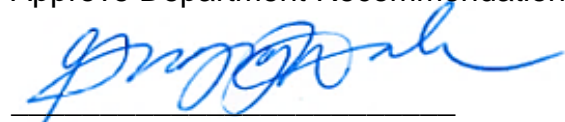
DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2020-109:

1. Authorizing/ratifying submittal of a LEAP Grant application to the California State Department of Housing and Community Development.
2. Authorizing the City Manager to act on behalf of the City of Solana Beach, in consultation with the City Attorney, to negotiate and execute all agreements and amendments necessary to comply with the grant requirements.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2020-109

RESOLUTION 2020-109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL EARLY ACTION PLANNING GRANTS PROGRAM

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) on January 27, 2020, for its Local Early Action Planning (LEAP) Grant Program; and

WHEREAS, the City of Solana Beach desires to submit a project application for the LEAP Grant Program to accelerate the production of housing and will submit a 2020 LEAP grant application as described in the LEAP NOFA and Guidelines release by the Department; and

WHEREAS, the Department is authorized to provide up to \$119 million under the LEAP Grants Program to local governments (as described in Health and Safety Code Section 50515 to 50515.05) (Chapter 159, Statutes of 2019); and

WHEREAS, LEAP provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of the regional housing need assessment (RHNA); and

WHEREAS, a formal resolution of support from the City Council is a required component of the LEAP grant application submittal package indicating that the City authorizes the submittal of a grant application.

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

1. That the above recitations are true and correct.
2. The City Council of the City of Solana Beach hereby authorizes and directs the City Manager to apply for and submit to the Department the 2020 LEAP application released January 27, 2020 in the amount of Sixty-Five Thousand Dollars (\$65,000.00).
3. In connection with the LEAP grant, if the application is approved by the Department, the City Manager is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$65,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the City's obligations related thereto, and all amendments thereto (collective, the "LEAP Grant Documents").

4. The City shall be subject to the terms and conditions as specified in the Standard Agreement, the LEAP Guidelines, and any applicable LEAP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the LEAP Guidelines, and the 2020 LEAP Application.
5. The City Manager is authorized to execute the City of Solana Beach LEAP application, the LEAP Grant Documents, and any amendments thereto, on behalf of the City as require by the Department for receipt of the LEAP Grant.

PASSED AND ADOPTED this 8th day of July, 2020 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 –

JEWEL EDSON, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 8, 2020
ORIGINATING DEPT: Engineering Department
SUBJECT: **Council Consideration of Resolution 2020-106 Authorizing a Final Change Order, Accepting the Project as Complete and Authorizing the City Clerk to File a Notice of Completion the Solana Beach Pump Station Upgrades**

BACKGROUND:

The Solana Beach Pump Station (SBPS) is located at the north end of the City next to the railroad tracks and the San Elijo Lagoon. This station pumps approximately 92% of the City's sewage through a force main under the San Elijo Lagoon to the San Elijo Joint Powers Authority (SEJPA) water reclamation facility on Manchester Avenue.

On August 22, 2018, the City Council awarded a construction contract to PCL Construction for mechanical upgrades, which included construction of a new underground emergency overflow storage structure and replacing the existing wet-well, pumps, piping and other supplementary mechanical equipment.

This item is before the City Council for the consideration of Resolution 2020-106 (Attachment 1) authorizing a final contract change order, report the final project costs, accept the project as complete and direct the City Clerk to file a Notice of Completion (NOC).

DISCUSSION:

PCL Construction completed all work on this project in accordance with the approved plans and specifications of Bid No. 2018-02 to the satisfaction of the City Engineer. The City will release the retention, in the amount of \$234,194, thirty-five (35) days after the NOC is approved by the City Council.

COUNCIL ACTION:

On September 25, 2019, the City Council authorized the City Manager to execute a construction contract change order in the amount of \$247,556. Change Order No. 1 included the following items:

1. Water service replacement partial credit: (\$7,169)
2. Existing perimeter wall footing extra demolition: \$4,488
3. Dewatering and discharge permit delay and extended overhead costs: \$38,303
4. Subgrade stabilization change and extended overhead costs: \$104,169
5. Trunk sewer pipeline replacement: Not to exceed \$89,275
6. Emergency pump system requested by SEJPA: \$22,050
7. Dewatering testing credit: (\$3,560)

Additional changes to the construction scope occurred and the contractor is requesting a change order to adjust the final contract amount. The following is a summary of construction changes included in the second (final) change order:

1. Dewatering Discharge Location: To construct the below ground emergency overflow storage and other related structures, the contractor was required to install dewatering wells to extract and lower the water table in the work area. The original design was to discharge into the adjacent lagoon. When the construction contract was awarded by the City Council, the State Regional Water Quality Control Board (RWQCB) discharge permit was in review. The contractor's bid listed \$300,000 for lowering the water table, treatment and disposal. Upon receiving the permit, the groundwater treatment parameters required by the RWQCB permit were significantly more costly than the allocated amount under the approved contract. The contractor estimated an additional \$1,000,000 for filtration to meet the RWQCB permit requirements. The project team explored alternative discharge methods and determined that discharging directly to the ocean, not the lagoon, would result in changing the required treatment process and therefore would significantly lower the cost of treatment, primarily due to different treatment requirements. The RWQCB permit was amended to filter and discharge the groundwater into a storm drain at the train station parking lot, which ultimately discharges to the low flow diverter at Fletcher Cove. The contractor mobilized a pumping system with 4-inch piping extending three quarters of a mile along the railroad tracks in the North County Transit District (NCTD) right-of-way, after obtaining a right-of-way permit from NCTD. The final cost for dewatering exceeded the bid amount. City Staff, the construction manager, and the contractor negotiated an equitable compensation of \$83,704 in addition to the bid amount of \$300,000 but significantly less than the projected amount of \$1,000,000.
2. Influent Sewer Replacement: Two 18-inch diameter sewer pipes conveyed wastewater into the pump station. One of the pipelines was replaced in 2006. The other pipeline, according to record plans, was installed in 1971. The older pipeline was a fiberglass pipe that was found to be brittle with cracks. City Staff directed the contractor to remove and replace approximately 80 feet of the older pipeline within the pump station footprint. Change Order No. 1 added a not-to-exceed amount of \$89,275 to perform this work. The final cost was \$68,283. The final change order includes a

credit of (\$20,992).

3. Additional Emergency Pump Rental Time: Due to sensitive nature of this construction work and close proximity to the lagoon environment, SEJPA requested the contractor install an emergency backup pump. This additional pump was specifically added due to limited access to the existing pumps as the result of installation of the sheet pile shoring needed for the actual concrete construction of the underground structure. The final change order adds an additional 1.5 months, in addition to the two months of rental included in Change Order 1, for an added cost of \$12,951.
4. Additional Perimeter Wall Removal and Replacement: An additional 10 linear feet of the existing concrete perimeter wall was removed and reconstructed due to conflicts with the existing influent sewer pipes. The existing wall footing was cast around the existing pipes. Replacement of the westerly fiberglass pipeline required removing the wall. The design engineer provided a wall design that bridged over the pipes. This work was performed on a time and material (T&M) basis at a cost of \$13,640.
5. Remove & Replace Existing Plug Valve: An existing ball valve on the force main was inoperable and leaking, and needed to be replaced. A temporary 8" gate valve was installed for the bypass phase until a permanent solution was determined. Ultimately, the existing 8" ball valve and gate valve were removed and replaced with a new 8" ball valve. This work was performed on a T&M basis at a cost of \$2,193.
6. Wet Well 2 Subgrade Soil Stabilization: As with the emergency storage structure and Wet Well 1, the excavated subgrade was found to be liquefied sand and could not be stabilized per the contract geotechnical report recommendations. The contractor performed a stabilization technique recommended by the geotechnical engineer. The work was performed on a T&M basis for an additional cost of \$12,527.
7. Electrical Conduit and Wiring for the Magnetic Flow Meter: In response to a request for information, the design engineer recommended adding electrical conduit and wiring to serve the existing magnetic flow meter on the force main. The cost to perform the work is \$5,637.
8. Electrical Conductors to Variable Frequency Drives (VFD's) (Replaced Existing and Added New): In response to a request for information, additional conductors were needed to be replaced, as well as added, where not shown on the plans. The cost to perform the work is \$8,237.
9. Electrical Conduit, Wiring and Stainless Steel Brackets for Flow Meter Display and Wet Well Level Transducers: In response to a request for information, additional conduit and wiring was installed for the remote flow meter display. This change also includes custom stainless steel mounting brackets for the wet well level transducers. The cost to perform the work is \$7,503.
10. Add Air Relief Valves: Due to unanticipated excessive air entering the pumps from Wet Well 1, causing the pumps to stop, the SEJPA requested that combination air valves be installed in the discharge piping. The work was performed on a T&M basis, for an additional cost of \$9,983.
11. Replace Entire Roof Membrane & Coping: At the request of SEJPA to eliminate roof

leaks, the entire roof membrane and coping was removed and replaced. The full replacement cost, less contract scope roof repairs, is \$9,007.

12. Hydroseeding: SANDAG requested that the area within NCTD right-of-way used for construction staging and storage be revegetated in accordance with the San Elijo Lagoon Double Track Project. The cost to revegetate with hydroseed is \$3,326.
13. Dewatering Discharge Violation Fine: The RWQCB issued a violation to the City of Solana Beach due to PCL exceeding limits of settleable solids discharged from the groundwater extraction in December 2019. The RWQCB offered a settlement of \$9,000 mandatory minimum penalty. The City will pay the RWQCB, and PCL will reimburse the City as part of this change order. The final change order will include a deduction of \$9,000 for the payment to RWQCB.

The total cost of the above changes is \$138,716. Staff is requesting City Council approval to execute a change order with PCL Construction for the final change order.

CEQA COMPLIANCE STATEMENT:

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b) and 15302(c) of the State CEQA Guidelines.

FISCAL IMPACT

City Council approved the following amounts per Resolutions 2018-110 (construction award) and 2019-126 (Change Order 1):

Table 1: Authorized Construction Costs

PCL Construction (base contract)	\$ 4,297,603
PCL Change Order 1	247,556
Valley Construction Management	356,235
Dudek (design support services)	192,062
Remaining Contingency	199,453
Total Authorized Construction Costs	\$5,292,909

In addition to the contractor and consultant expenses in Table 1, the project had \$35,227 in expenditures for environmental agencies permitting, NCTD permit, consultant for dewatering permit, printing and Affordable Pipeline Services.

The estimated final project costs, including the final PCL change order discussed above, are listed below in Table 2:

Table 2: Estimated Final Project Costs

PCL Construction (base contract)	\$ 4,297,603
PCL Change Order 1	247,556
PCL Change Order 2	138,716
Valley Construction Management	356,235
Dudek (design support services)	192,062
Miscellaneous Expenses	35,227
Total Estimated Construction Costs	\$5,267,399
Remaining Contingency	\$25,510

The amounts for Valley Construction Management and Dudek consulting services are the authorized amounts. The actual expenditures for these two consulting contracts are anticipated to be approximately \$10,000 less, after the project is closed out and as-built plans completed.

The July 2018 Cost Allocation Plan and Fee Study Update that Council approved in November 2018 included \$55,250 in administrative costs that were applicable to the Solana Beach Pump Sewer project budgeted at \$5.2 million in the FY 2017/18 Adopted Budget. Now that the project is complete with the cost of construction equaling \$5,267,399, the administrative cost of \$55,250 would normally be moved to the General Fund at this time. On May 13, 2020, the City Council approved the acquisition of the Tyler Munis financial and human resources software and authorized the appropriation of the \$55,250 in administrative costs to the project with the funds being approved to help pay for the cost of the Tyler Munis software.

WORK PLAN:

The Solana Beach Pump Station is consistent with Item B.1 of the Environmental Sustainability/Capital Project section of the FY 2019/2020 Work Plan.

OPTIONS:

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


DEPARTMENT RECOMMENDATION:

Staff recommends the City Council consider adoption of Resolution 2020-106:

1. Authorizing the City Manager to execute a change order with PCL Construction in the amount of \$138,716.
2. Accepting as complete the Solana Beach Sewer Pump Station Upgrades Project, Bid 2018-02, constructed by PCL Construction.
3. Authorizing the City Clerk to file a Notice of Completion.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachment:

1. Resolution 2020-106

RESOLUTION 2020 - 106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING A FINAL CHANGE ORDER, ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION FOR THE SOLANA BEACH PUMP STATION UPGRADES

WHEREAS, the Capital Improvement Program portion of the Fiscal Year (FY) 2018/19 Adopted Budget appropriated funding for the Solana Beach Sewer Pump Station project for recommended upgrades and replacements, including construction of a new underground emergency overflow storage structure and replacing the existing wet-well, pumps, piping and other supplementary mechanical equipment; and

WHEREAS, on August 22, 2018, the City Council awarded a construction contract to PCL Construction for the Solana Beach Sewer Pump Station Upgrades Project; and

WHEREAS, the City Council approved \$600,000 in construction contingency for unanticipated changes and unforeseen conditions; and

WHEREAS, the construction project has encountered unanticipated changes and unforeseen conditions that increased the contractor's scope of work; and

WHEREAS, the construction project has been completed in accordance with the plans and specifications included as part of the construction contract with PCL Construction to the satisfaction of the City Engineer.

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

1. That the foregoing recitations are true and correct.
2. That the City Council authorizes the City Manager to execute a change order with PCL Construction in the amount of \$138,716.
3. That the City Council accepts as complete the Solana Beach Sewer Pump Station Upgrades Project, Bid 2018-02, constructed by PCL Construction.

4. That the City Council authorizes the City Clerk to file a Notice of Completion for the project.

PASSED AND ADOPTED this 8th day of July 2020, 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 –

JEWEL EDSON, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 8, 2020
ORIGINATING DEPT: Engineering Department
SUBJECT: **Council Consideration of Resolution 2020-108 Awarding a Construction Contract to War Rhino, Inc. for Water Damage Remediation and Restoration at City Hall and the Fire Station**

BACKGROUND:

In January 2020, a Professional Services Agreement (PSA) was executed with ET&T Indoor Environmental (ET&T) to conduct a visual inspection in the accessible areas of the City Hall and Fire Station buildings for signs of water damage, elevated moisture and/or microbial growth. In addition, air samples were collected in representative areas and outside reference locations and two surface samples were collected for fungal analysis. At the end of the inspections, ET&T prepared a separate Mold and Moisture Inspections Report for each building.

The result of the inspections was that mold was found at two enclosed locations at City Hall. There were 12 additional areas at City Hall where water damage and elevated moisture levels were found and were recommended to have exploratory cuts made for more in-depth investigation. At the Fire Station, two areas were recommended to have exploratory cuts made for investigation in areas where water damage and elevated moisture levels were found. It is important to note that the analysis determined that there was no immediate threat to public health and no unsafe levels of mold or microbial growth. Additionally the analysis verified that the air quality in both facilities were equal to or better than that of outside, ambient environment. The reports concluded that both facilities meet safety standards for occupancy.

This item is before the City Council to consider approving Resolution 2020-108 (Attachment 1) awarding a construction contract to the lowest responsible and responsive bidder, War Rhino, Inc., for the Solana Beach City Hall and Fire Station Water Damage Remediation and Restoration Project, Bid No. 2020-02.

CITY COUNCIL ACTION:

AGENDA ITEM A.7.

DISCUSSION:

This Project was advertised for construction bids on May 20, 2020. The City received five bid proposals for the Project, Bid 2020-02. On June 16, 2020 at 2:00 p.m., the City Clerk opened the bids. The bids are summarized below in Table 1:

Table 1 – Bid Results

Contractors	Base Bid	
Spruce Painting	\$ 24,638.50	*
SERVPRO of North Vista/San Marcos	\$ 66,175.98	*
War Rhino, Inc.	\$ 83,096.77	
Stratchan Enterprises dba SERVPRO of La Jolla	\$112,271.06	
Noble E&C	\$144,317.98	

Two of the bids submitted did not provide unit prices for all of the bid items listed in the bid documents. It is clearly stated in the bid documents that bids must be submitted for the entire work. The bids that did not provide unit prices for all of the bid items are not responsive and should be rejected. The bids that did not include unit prices for all of the bid items are indicated above in Table 1 with an asterisk (*).

The lowest responsive bid submitted by War Rhino, Inc. was found to be complete and responsive to the bid specifications. Prior work references were checked and found to be satisfactory and War Rhino, Inc. has a valid contractor's license. Staff is recommending that War Rhino, Inc. be awarded the construction contract. The contract duration is 60 working days (12 weeks). Staff anticipates the project will be completed in late November or early December 2020.

In addition to the water damage restoration and remediation at the two buildings, the bid documents included the replacement of carpeting in the first floor of City Hall, the painting of part of the first floor and the entire second floor of the Fire Station and the replacement of window coverings/blinds at the Fire Station. The extra work beyond the water damage remediation and restoration was included in the Fiscal Year (FY) 2019/20 Capital Improvement Program (CIP) and has been carried forward to the FY 2020/21 CIP. By combining these projects together, a cost savings will be achieved since all of the work can be completed under one construction contract.

In order to verify that all water damaged areas have been satisfactorily eliminated, it is recommended that compliance testing be performed after the remediation work is completed but before the reconstruction process begins. Staff is recommending that a Professional Services Agreement be executed with ET&T. ET&T performed the initial testing at both buildings and prepared the inspection reports that were used to develop

the bid documents. ET&T submitted a proposal for the compliance testing for a not-to-exceed amount of \$20,000.

CEQA COMPLIANCE STATEMENT:

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

FISCAL IMPACT:

The CIP has appropriated \$90,000 in CIP-08 for deferred maintenance at City Hall and \$55,000 in CIP-16 for deferred maintenance at the Fire Station for a total of \$145,000. The construction contract with War Rhino, Inc. would be for \$83,096.77. Staff is recommending a contingency of \$25,000, which is approximately 30% of the construction bid. The reason the contingency is so high is that it is unknown what will be found when the exploratory investigative cuts are made in the various rooms at City Hall. Staff is also recommending approval of a PSA with ET&T, in the amount of \$20,000, for compliance testing. Even with the construction contract, contingency and agreement with ET&T for compliance testing, the amount appropriated in the CIP is sufficient to fully fund the project amount of \$128,096.77.

WORK PLAN:

This project is not identified in the FY 2020/21 Work Plan.

OPTIONS:

- Adopt Staff recommendations and award construction contract.
- Postpone contract award and provide direction to Staff.
- Reject construction bids and provide alternative direction to Staff.

DEPARTMENT RECOMMENDATION:


Staff recommends that the City Council adopt Resolution 2020-108:

1. Awarding the construction contract to War Rhino, Inc. in the amount of \$83,096.77 for the Solana Beach City Hall and Fire Station Water Damage Remediation and Restoration Project, Bid No. 2020-02.
2. Approving an amount of \$25,000 for construction contingency.
3. Authorizing the City Manager to execute the construction contract on behalf of the City.

4. Authorizing the City Manager to approve cumulative change orders up to the construction contingency amount.
5. Authorize the City Manager to execute a Professional Services Agreement with ET&T Indoor Environmental, in the amount of \$20,000, for compliance testing services.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution No. 2020-108

RESOLUTION 2020-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AWARDED A CONSTRUCTION CONTRACT TO WAR RHINO, INC. FOR WATER DAMAGE REMEDIATION AND RESTORATION AT CITY HALL AND THE FIRE STATION

WHEREAS, in January 2020, a Professional Services Agreement (PSA) was executed with ET&T Indoor Environmental (ET&T) to conduct a visual inspection in the accessible areas of the City Hall and Fire Station buildings for signs of water damage, elevated moisture and/or microbial growth; and

WHEREAS, air samples were collected in representative areas and outside reference locations. Two surface samples were collected for fungal analysis. At the end of the inspections, ET&T prepared a separate Mold and Moisture Inspections Report for each building; and

WHEREAS, the result of the inspections were that mold was found at two locations at City Hall and an additional 12 areas at City Hall were recommended to have exploratory cuts made for investigation in areas where water damage and elevated moisture levels were found. At the Fire Station, two areas were recommended to have exploratory cuts made for investigation in areas where water damage and elevated moisture levels were found; and

WHEREAS, this project was advertised for construction bids on May 20, 2020. The City received five bid proposals for the Solana Beach City Hall and Fire Station Water Damage Remediation and Restoration Project, Bid 2020-02. On June 16, 2020 at 2:00 p.m., the City Clerk opened the bids; and

WHEREAS, the lowest responsive bid submitted by War Rhino, Inc., in the amount of \$83,096.77, was found to be complete and responsive to the bid specifications; and

WHEREAS, Staff recommends a contingency of \$25,000 for unforeseen changes; and

WHEREAS, ET&T performed the initial testing at both buildings and prepared the inspection reports that were used to develop the bid documents. ET&T submitted a proposal for the compliance testing for a not-to-exceed amount of \$20,000.

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

1. That the above recitations are true and correct.
2. That the City Council awards a construction contract to War Rhino, Inc. in the amount of \$83,096.77 for the Solana Beach City Hall and Fire Station Water Damage Remediation and Restoration Project, Bid No. 2020-02.
3. That the City Council approves an amount of \$25,000 for construction contingency.
4. That the City Council authorizes the City Manager to execute the construction contract on behalf of the City.
5. That the City Council authorizes the City Manager to approve cumulative change orders up to the construction contingency amount.
6. That the City Council authorizes the City Manager to execute a Professional Services Agreement with ET&T Indoor Environmental, in the amount of \$20,000, for compliance testing services.

PASSED AND ADOPTED this 8th day of July, 2020, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

JEWEL EDSON, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 8, 2020
ORIGINATING DEPT: Finance
SUBJECT: **Consideration of Resolution 2020-113 Approving a Risk Management Contract for Worker Compensation Claims Administration with Tri-Star**

BACKGROUND:

Between October 2004 and June 2016, the City of Solana Beach (City) contracted for workers compensation claims administration as a member of the San Diego Pooled Insurance Program Authority (SANDPIPA). SANDPIPA contracted with Tri-Star Risk Management (Tri-Star) to provide these services. SANDPIPA dissolved effective July 1, 2016, and the SANDPIPA contract with Tri-Star expired on July 31, 2016.

On June 22, 2016, the City Council (Council) adopted Resolution 2016-086 authorizing the City Manager to negotiate and execute a contract with Tri-Star for worker compensation claims administration services for an interim one-year period beginning August 1, 2016. The purpose of the interim one-year contract was to provide sufficient time for Staff to evaluate whether to prepare and release a Request for Proposals (RFP) for Third Party Administrator services for Workers Compensation claims. Staff conducted an evaluation of its worker compensation needs and determined that proficient services were being provided by Tri-Star and an RFP was not needed.

The agreement with Tri-Star that was executed by the City on August 1, 2016 was an ongoing contract that renewed annually each fiscal year and on August 23, 2017, the Council adopted Resolution 2017-121 ratifying the executed contract through June 30, 2018.

Staff renegotiated certain terms with Tri-Star for claims administration and on August 22, 2018, the Council approved Resolution 2018-116 authorizing the City Manager to execute a one year agreement with Tri-Star for the period July 1, 2018 to June 30, 2019 and to extend the agreement for up to four additional years at the City's option.

When the City's risk management group reviewed the contract in July 2019 as part of processing the extension for the period July 1, 2019 to June 30, 2020, recommendations were made to update the insurance requirements and other provisions of the contract. Staff has been negotiating with Tri-Star regarding an updated contract and has come to agreement with Tri-Star on a new contract.

CITY COUNCIL ACTION: _____

This item is before the Council to consider adoption of Resolution 2020-113 (Attachment 1) which would ratify the Tri-Star contract executed by the City for worker compensation claims administration services for the period July 1, 2019 to June 30, 2020 with an option to renew the contract up to three additional years at the discretion of the City Manager.

DISCUSSION:

Staff is satisfied with the processing of the City's workers compensation claims and is recommending that the City remain with Tri-Star as its worker compensation claims processor.

The annual service fees for the FY 2018/19 contract was \$25,750. The proposed contract's annual service fees for FY 2019/20 through FY 2022/23, which includes the optional additional extensions, are presented below in the Fiscal Impact section.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

The annual service fees for the FY 2018/19 contract was \$25,750. The proposed contract with Tri-Star for FY 2019/20 through FY 2022/23, which includes the optional additional extensions, are:

Fiscal Year	Annual Service Fee
2019/20	\$ 26,522.50
2020/21	\$ 27,318.18
2021/22	\$ 28,137.72
2022/23	\$ 28,981.85

The annual cost to the City is budgeted at the annual service fee plus 12% of the cost of hospital case reviews. The Adopted Budgets for FY 2019/20 and FY 2020/21 had appropriated sufficient funds to cover the cost of this contract with Tri-Star.

WORK PLAN:

N/A

OPTIONS:

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

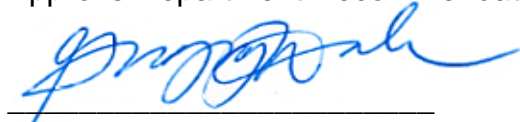
DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council consider adoption of Resolution 2020-113:

1. Ratifying the Tri-Star contract executed by the City for worker compensation claims administration services for the period July 1, 2019 to June 30, 2020.
2. Authorizing the City Manager to extend the agreement for up to three additional years at the City's option.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2020-113
2. Contract with Tri-Star

RESOLUTION 2020-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING AN AGREEMENT BETWEEN TRI-STAR RISK MANAGEMENT AND THE CITY OF SOLANA BEACH TO PROVIDE WORKER COMPENSATION CLAIMS ADMINISTRATION SERVICES

WHEREAS, between October 2004 and June 2016, the City of Solana Beach contracted for worker compensation claims services as a member of the San Diego Pooled Insurance Program Authority (SANDPIPA); and

WHEREAS, SANDPIPA contracted with Tri-Star Risk Management (Tri-Star) to provide these services; and

WHEREAS, SANDPIPA dissolved as of July 1, 2016 and the City needed to contract directly with Tri-Star for worker compensation claims services; and

WHEREAS, on June 22, 2016, the City Council adopted Resolution 2016-086 authorizing the City Manager to negotiate and execute a one year contract beginning August 1, 2016 with Tri-Star Risk Management; and

WHEREAS, the agreement with Tri-Star that was executed by the City on August 1, 2016 is on an ongoing contract that renews annually each fiscal year; and

WHEREAS, on August 23, 2017, the City Council adopted Resolution 2017-121 ratifying the executed contract through June 30, 2018; and

WHEREAS, on August 22, 2018, the City Council adopted Resolution 2018-116 authorizing the City Manager to execute a one year agreement with Tri-Star for the period July 1, 2018 to June 30, 2019 and to extend the agreement for up to four additional years at the City's option; and

WHEREAS, as part of reviewing the extension for the period July 1, 2019 to June 30, 2020, recommendations were made to update the insurance requirements and other provisions of the contract; and

WHEREAS, Staff is satisfied with the processing of the City's workers compensation claims and is recommending that the City remain with Tri-Star as its worker compensation claims processor.

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 Tri-Star contract executed by the City for worker compensation claims administration services for the period July 1, 2019 to June 30, 2020.
3. That the City Council authorizes the City Manager to extend the agreement for up to three additional years at the City's option.

PASSED AND ADOPTED this 8th day of July, 2020, 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 –

JEWEL EDSON, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

Claims Services Agreement

AGREEMENT made this 29th day of June, 2020 by and between **TRISTAR Risk Management**, a California corporation having its principal place of business at 100 Oceangate, Suite 700, Long Beach CA 90802 ("TRISTAR"), and the **City of Solana Beach** a municipal corporation having its principal place of business at 635 South Highway 101, Solana Beach, CA 92075 ("Customer").

WHEREAS, Customer has a self-insured retention program with respect to workers' compensation claims and claim expenses pertaining to Customer's business ("SIR Program") with a retention level of One Hundred Twenty-Five Thousand (\$125,000) dollars ("Retention Level"); and

WHEREAS, Customer represents and warrants that it is a qualified self-insured under applicable state law; and

WHEREAS, Customer has the sole responsibility to provide for competent claims administration and claims funding with respect to claims and/or losses and claims expenses arising within the SIR Program; and

WHEREAS, Customer desires to engage TRISTAR as the claims administrator with respect to those claims and/or losses arising under the SIR Program, including certain claims that were previously handled by Customer or any other entity; and

WHEREAS, TRISTAR desires to accept such engagement pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and other agreements set forth herein, TRISTAR and Customer hereby agree as follows:

1. Term

The initial term ("Initial Term") of this Agreement shall commence at 12:00 A.M. on July 1, 2019 ("Effective Date") and shall remain in effect continuously until June 30, 2020 unless terminated in accordance with the provisions of Section 9 of this Agreement. In addition, the parties may renew the Agreement, on an annual basis, for three (3) additional one (1) year terms ("Renewal Period(s)"). thereafter. The Initial Term and Renewal Period(s) shall be referred to collectively as "Term."

2. Engagement, Duties, and Authority of TRISTAR

2.1 Customer hereby engages TRISTAR and TRISTAR hereby accepts such engagement as the claims administrator to represent and act for Customer with respect to all claims arising under the SIR Program, reported to TRISTAR during the Term, and assigned to TRISTAR by Customer ("Claims"). Claims shall consist of:

- i) "Takeover Claim(s)" which shall be defined as any Claim reported to TRISTAR that has been handled by Customer or any preceding manager or administrator prior to being assigned to TRISTAR and is open and pending as of the Effective Date; and
- ii) "Newly Reported Claim(s)" which shall be defined as any Claim other than Takeover Claims.

2.2 The terms and conditions of this Agreement will continue to apply during the Term and during any period Claims continue to be handled by TRISTAR. In consideration of payment of the agreed-upon fees as set forth in this Agreement, TRISTAR agrees to perform the following services ("Services") during the Service Period as defined in Schedule A attached hereto and any

extension or renewal thereof, if applicable, with respect to the Claims. Subject to the authority limits stated below, TRISTAR shall:

- 2.2.1** Provide to Customer the following basic services (“Basic Services”):
- i) Establish and maintain an electronic file with respect to each Claim (“Claim File”); such Claim Files shall include accurate records and accounts of all transactions with respect to Claims; and be maintained in accordance with prudent standards of record keeping;
 - ii) Conduct analysis of Claims to determine their validity and compensability in accordance with Claims’ guidelines as set forth in Attachment A attached hereto and in accordance with all applicable federal and state laws and regulations;
 - iii) Establish case-specific reserves, adjust, resist, deny and/or settle Claims at the direction of and with the approval of the Customer;
 - iv) Make all payments for Claim and Allocated Loss Adjustment Expenses (as defined in Section 12) on checks drawn against a Claim payment checking account (“Account”) maintained by Customer pursuant to Subsections 3.1.4 and 4.1;
 - v) Upon approval or at the direction of Customer, use legal counsel where appropriate and assist legal counsel in the preparation of cases for hearings, trials and/or appeals subject to TRISTAR’s litigation management guidelines set forth in Attachment B attached hereto
 - vi) Pursue reasonable possibilities of subrogation, contribution, or indemnity (not insurance or reinsurance recoveries) on behalf of Customer and deposit all recovery amounts in an account until paid over to Customer;
 - vii) Refer all regulatory complaints to Customer and cooperate with Customer to resolve such complaints;
 - viii) Report cases involving suspected fraud to the appropriate state mandated agency and when reporting to the state insurance department is required, use an internal special investigative unit or contract with an entity to provide such services;
 - ix) Provide TRISTAR’s standard claims reports to Customer; and
 - x) Make timely requests for payments of valid claims for compensation, rehabilitation expenses, and other required benefits payable under applicable insurance laws, together with Allocated Loss Adjustment Expenses to Customer pursuant to Sections 3 and 4 hereof subject to the limitations and requirements of this Agreement.
- 2.2.2** Provide to Customer services in accordance with the provisions of Schedule B attached hereto (“Information Services”); and
- 2.2.3** Provide, or use vendors to provide, specialty services (“Specialty Services”) such as [early intervention, nurse case management, managed care, utilization review, medical bill review, PPO network, Specialty Carve-out PPO networks for Diagnostic Services and Durable Medical Equipment (collectively “Managed Care Services”),] claim call-in reporting (telephonic, electronic, fax or internet), Special Investigation (SIU), and index bureau reports. Specialty Services are charged as Allocated Loss Adjustment Expenses or, where required by state law, as loss.
- 3. Duties of Customer**
- 3.1** Customer shall:
- 3.1.1** Promptly forward, or cause to be forwarded to TRISTAR, all claims, claim forms, demands, notices, inquiries or correspondence concerning or related to Claims;

- 3.1.2 At the time that Claims are assigned to TRISTAR, provide TRISTAR with a copy of any investigative and pertinent material;
- 3.1.3 Not comment upon, discuss with third parties, or independently adjust, attempt to settle, or otherwise process Claims without prior written notice to TRISTAR;
- 3.1.4 Maintain the Account from which TRISTAR shall issue payments for Claims and Allocated Loss Adjustment Expenses;
- 3.1.5 Cooperate with TRISTAR with respect to the performance of Claim services, including, but not limited to: responding promptly to TRISTAR's requests for information; providing timely direction to TRISTAR for matters exceeding its authority; meeting with TRISTAR, as may be needed; and making decisions as required by this Agreement and within such time periods as to meet all legal requirements applicable to the obligations under this Agreement;
- 3.1.6 Report to any and all insurers, reinsurers or intermediaries all facts, notices, documents, and information sufficient to comply with reporting requirements of said insurers or reinsurers regarding the Claims hereunder. TRISTAR shall make no such reports unless specifically requested in writing by Customer, or as specifically provided in this Agreement. TRISTAR shall however cooperate with Customer with respect to Customer's obligations to insurers and reinsurers;
- 3.1.7 Be responsible for managing the vendors (managed care, other third party administrators, and other services) Customer has contracted with and meeting all requirements in connections therewith. TRISTAR will have no responsibility or liability for the obligations of vendors or Customer in connection with the services provided by such vendors and Customer shall indemnify, hold harmless, and defend TRISTAR against any such liability, except that TRISTAR shall cooperate with the vendors Customer contracted with and assist Customer with respect to such vendor requirements; and
- 3.1.8 Perform all such other actions and things reasonably necessary or otherwise required to enable TRISTAR to perform its services under this Agreement.

4. Payment of Claims and Allocated Loss Adjustment Expense(s)

- 4.1 In addition to the invoices for Fees and Expenses (as defined in Subsection 5.5) addressed in Section 5 below, all Claims obligations, including loss, indemnity, and Allocated Loss Adjustment Expenses and other Claim-related expenses, are the obligations of Customer. Customer shall assume all responsibility for the funding of the Account, including all bank charges and penalties imposed by reason of any failure to fund the Account. Customer acknowledges that at no time will TRISTAR be obligated to make any payments out of TRISTAR funds.
- 4.2 Unless otherwise agreed by TRISTAR and Customer, Specialty Services which are listed on Schedule C attached hereto shall be provided by TRISTAR's Preferred Provider network, which may include TRISTAR, its affiliates and subsidiaries (including TRISTAR Managed Care, Inc.), or third parties. Specialty Services will be charged to Customer as Allocated Loss Adjustment Expenses or, where required by state law, as loss. Customer understands and agrees that TRISTAR may receive compensation in connection with the Specialty Services, either by retaining a portion of the fees and expenses charged, or by receiving fees from preferred providers. The amount TRISTAR retains or receives will vary depending upon the preferred provider, and may be calculated based on percentage of savings, percentage of revenue to the provider, or TRISTAR's mark-up of provider fees. The amounts retained or received by TRISTAR in connection with Specialty Services are in addition to the Fees and Expenses (as defined in Subsection 5.5) paid to TRISTAR by Customer under Section 5 of this Agreement. The fees set

forth on Schedule C may be adjusted from time to time with notice provided to Customer. If such adjustments are not acceptable to Customer, Customer may terminate the Agreement immediately upon giving thirty (30) days' written notice to TRISTAR.

5. Payment of Fees, Expenses, and Taxes

- 5.1** For Basic Services and Information Services performed, TRISTAR shall be entitled to and Customer shall pay the fees and expenses, including Reimbursable Expenses (as defined in Subsection 5.2), calculated and earned in accordance with this Section 5 and Schedule A.
- 5.2** TRISTAR shall be reimbursed for those expenses which are incurred by TRISTAR in the rendering or performance of services and not incorporated in the Basic Fee ("Reimbursable Expenses"). Reimbursable Expenses include, but are not limited to, any data processing or telecommunications charges, hotel, travel, living and out-of-pocket expenses related to the provision of services pursuant to this Agreement.
- 5.3** For all services other than Basic Services, Information Services, and Specialty Services provided under this Agreement, Customer shall compensate TRISTAR in accordance with this Section 5 and Schedule A ("Additional Services Fees"), plus Reimbursable Expenses. Additional Services Fees and expenses charged pursuant to this Subsection 5.3 are in addition to those fees and expenses charged under Subsections 5.1 and 5.2.
- 5.4** Customer shall be responsible to pay directly to the applicable taxing authority or to TRISTAR, if imposed on TRISTAR, all federal, state and local taxes (other than net income taxes) which TRISTAR may be required to pay or collect or which may be incurred or assessed against TRISTAR or Customer, under any existing or future law, relating to the sale, delivery, rendering or provision of services by TRISTAR to Customer ("Taxes").
- 5.5** TRISTAR shall submit itemized invoices to Customer for all fees, Reimbursable Expenses, and, if applicable, Additional Services Fees and Taxes ("Fees and Expenses") incurred in accordance with this Section 5 on a monthly basis and such invoice shall be paid by Customer to TRISTAR upon receipt of same. Amounts which remain unpaid in excess of thirty (30) days from the date of receipt of the invoice shall be subject to an interest charge of one and one-half (1.5%) percent per month, such charge to be effective beginning thirty (30) days after the date due until paid.

6. Records: Inspection, Access, and Ownership

- 6.1** Customer shall at all times retain the ownership of the Claim Files and Claims data (collectively, "Claim File Information"). Customer acknowledges that TRISTAR has a right of continuing possession and access to the Claim File Information, including any accessing software, hardware, and systems to permit TRISTAR to fulfill all of its obligations under this Agreement, whether before or after termination, including in the event of any dispute or legal action between the parties.
- 6.2** Claim File Information shall, upon thirty (30) days prior written notice to TRISTAR, be available for on-site audit, review, and/or inspection by duly authorized representatives of Customer and by regulatory authorities having appropriate jurisdiction. The parties agree that if there are more than four (4) audits, reviews, and/or inspections including reasonable follow-up of the activities of TRISTAR by Customer, regulatory authorities or other parties, or any combination thereof during each twelve (12) month period of the Term, TRISTAR shall be compensated in accordance with Subsection 5.3 for its involvement with any such additional audit(s), reviews, and/or inspections.
- 6.3** At the conclusion of TRISTAR's obligation to handle Claims and subject to the payment of all Fees and Expenses due TRISTAR, TRISTAR shall send directly to Customer or a third party selected by Customer i) an electronic copy in TRISTAR's then current format of the Claim File

Information, and ii) all open and closed physical Claim Files, if any (collectively, "Transfer Services") in accordance with Subsection 9.3. Customer hereby acknowledges that Customer, such third party selected by Customer, or any succeeding administrator is responsible for retaining Claim File Information that is transferred to it for the longest of the following time periods:

- i) For five (5) years from the closing of the Claim;
- ii) For the duration of any applicable regulatory requirement or state law;
- iii) For the duration of the applicable Statute of Limitations; or
- iv) For the duration of Customer's applicable records retention policy period.

7. Indemnification, Limitation of Liability, Insurance

- 7.1** TRISTAR agrees to hold Customer harmless, defend, and indemnify Customer against any and all losses, claims, expenses (including reasonable attorneys' fees), fines, penalties, damages, judgments or liabilities ("Liabilities") asserted against Customer by a third party but only insofar as the same have arisen as a proximate result of TRISTAR's actual fraud, negligence or willful misconduct or TRISTAR's breach of this Agreement with respect to confidentiality, security, compliance with law or warranties of title or non-infringement in the provision of services under this Agreement.
- 7.2** Customer agrees to hold TRISTAR harmless, defend, and, upon demand, indemnify TRISTAR against any and all Liabilities whatsoever to which TRISTAR may be subject, other than those which TRISTAR is obligated to indemnify Customer pursuant to Subsection 7.1. Furthermore, without limiting the generality of the foregoing, Customer shall indemnify and hold TRISTAR harmless against any liability arising out of or related to (i) any act or omission of TRISTAR taken or omitted to be taken at the request, direction, or approval of the Customer, (ii) any act or omission of the Customer or any preceding manager or administrator or of any third party providing services for Claims except those third parties contracted by TRISTAR to provide services for Claims pursuant to this Agreement, (iii) TRISTAR being named in litigation as being responsible for the payment of Claims, and (iv) Customer's failure to pay any Claim or Allocated Loss Adjustment Expense(s) on a timely basis.
- 7.3** Customer and TRISTAR agree that all costs and expenses related to the obligation of a party to defend or indemnify the other under Subsections 7.1 or 7.2 shall be paid as Allocated Loss Adjustment Expenses attributable to the Claim which gave rise to the Liability, pending agreement by the parties or by final determination by a court of competent jurisdiction as to a party's obligations under Section 7, if any.
- 7.4** Pursuant to this Section 7, when the indemnified party receives notice of a claim or suit with respect to claims resulting from the assertion of liability by a third party for which indemnification is provided by this Section, the indemnified party will promptly notify the indemnifying party and provide a copy of the claim notice, summons and complaint, or other relevant documents. The indemnified party shall cooperate fully with the defense of any such claim. The indemnifying party shall consult with the indemnified party concerning counsel retained. Should the parties fail to reach agreement on selection of counsel, the opinion of the indemnifying party shall govern the selection. The indemnifying party shall control the conduct of the litigation and of other proceedings. The indemnifying party shall request counsel to keep both parties apprised of the status of the proceedings by promptly reporting all significant developments and, in addition, by providing general status reports on a timely basis. With regard to any claim for which indemnification is sought hereunder, the parties shall mutually agree as to the acceptance of any settlement offer(s), or alternatively, the indemnifying party shall decide whatever action is to be taken regarding any settlement offer(s), provided, that, the indemnifying party in such case shall obtain the complete and written release of the indemnified party with respect thereto.

- 7.5 Notwithstanding anything in this Agreement to the contrary, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (TORT, WARRANTY, CONTRACT, OR OTHERWISE) SHALL TRISTAR BE LIABLE TO CUSTOMER, OR ANY OTHER PERSON, OR ENTITY FOR ANY ACT PERFORMED, OR ANY FAILURE TO ACT, ON BEHALF OF CUSTOMER OR ANY OTHER PERSON OR ENTITY OR IN THEIR INTEREST, FOR ANY FINES OR PENALTIES, THE MULTIPLIED PORTION OF ANY MULTIPLIED DAMAGES, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXTRA-CONTRACTUAL, OR SPECIAL DAMAGES OF ANY CHARACTER, OR ANY DAMAGES FOR WHICH THE LAW OR PUBLIC POLICY PROHIBITS INDEMNIFYING OR INSURING EVEN IF TRISTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.6 As used in this Section 7, the terms "TRISTAR" and "Customer" shall include, respectively, the directors, officers, employees, contractors, subcontractors, agents and other representatives of TRISTAR or Customer.
- 7.7 **PERS Eligibility Indemnification.** In the event that any TRISTAR employee, contractor or agent ("Personnel") providing Services under this Agreement claims or is determined by a final judgement of a court of competent jurisdiction or an order of the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the Customer as a result of or arising out of such Personnel's engagement with TRISTAR, TRISTAR shall indemnify, defend, and hold harmless Customer for the payment of any employer and employee contributions for PERS benefits on behalf of the TRISTAR Personnel as well as for payment of any penalties and interest on such contributions attributable to such Personnel's engagement with TRISTAR which would otherwise be the responsibility of the Customer to the extent attributable to such Personnel's performance of Services under this Agreement. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, TRISTAR and Customer agree that TRISTAR's Personnel providing Services under this Agreement should not qualify for or become entitled to any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of Customer or TRISTAR and entitlement to any contributions to be paid by Customer or TRISTAR for employer contributions and/or employee contributions for PERS benefits.
- 7.8 **Indemnification for Employee Payments.** TRISTAR agrees to defend and indemnify the Customer for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the Customer may be required to make on account of TRISTAR's Personnel performing Services under this Agreement.
- 7.9 The provisions of Section 7.1 through this Section 7.9 shall survive the termination of this Agreement.
- 7.10 During the Term, TPA shall procure and maintain the insurance coverages set forth on Attachment C attached hereto.
- 8. Confidentiality and Security**
- 8.1 The parties acknowledge that in the course of dealings between each other, each party may provide its Confidential Information, as defined in Attachment D attached hereto, to the other party. As respects such Confidential Information, TRISTAR and Customer shall comply with the confidentiality and security provisions set forth in Attachment D.
- 8.2 The provisions of this Section 8 shall survive the termination of this Agreement for ten (10) years.

9. Termination

- 9.1** This Agreement shall be terminated in accordance with any of the following subsections of this Section 9:
- 9.1.1** Either party may terminate this Agreement by giving at least one hundred twenty (120) days prior written notice of termination to the other party, such termination to be effective no sooner than the first (1st) anniversary of the Effective Date.
- 9.1.2** Upon a material breach by TRISTAR or Customer in the performance of its duties or responsibilities as provided in this Agreement, the non-breaching party may advise the breaching party of said material breach by written notice. Except for breach by Customer for failure to pay Fees and Expenses or a breach by Customer for failure to fund Claims and Allocated Loss Adjustment Expenses as required in this Agreement (“Monetary Breach”), the breaching party shall then have thirty (30) days from the date of written notice within which to cure said breach. For Monetary Breach, the Customer shall have five (5) business days from date of written notice within which to pay overdue Fees and Expenses to TRISTAR or to fund Claims and Allocated Loss Adjustment Expenses as required. The non-breaching party shall have the right to terminate this Agreement upon written notice to the breaching party if the breaching party fails to cure said material breach within the specified time period.
- 9.1.3** This Agreement shall immediately terminate at the election of either party upon the occurrence of any of the following events with respect to the other party: its insolvency, its inability to meet its debts as they mature, its filing of a petition of voluntary bankruptcy under any chapter of the US bankruptcy laws, institution of proceedings to adjudge it bankrupt in an involuntary proceeding, filing of a petition for rehabilitation or liquidation, execution of an assignment for the benefit of creditors, its appointment by a court of a receiver, trustee, rehabilitator or liquidator, or its dissolution.
- 9.2** If this Agreement is terminated, TRISTAR shall cease the handling of all Claims as of the effective date of termination (“Termination Date”) and TRISTAR shall have no more obligations with respect thereto.
- 9.3** Upon termination of this Agreement:
- 9.3.1** TRISTAR and Customer shall perform all of their respective obligations in accordance with the terms of this Agreement whether to be performed before or after the Termination Date until the conclusion of TRISTAR’s obligation to handle Claims as set forth in Section 9.2 and Schedule A. At that time and upon TRISTAR’s receipt of payment of all earned but unpaid Fees and Expenses, TRISTAR shall provide the Transfer Services in accordance with Subsections 6.3 and 9.3.2.
- 9.3.2** Unless this Agreement has been terminated by Customer for cause pursuant to either Subsection 9.1.2 or 9.1.3, Customer shall reimburse TRISTAR for all fees and expenses incurred by TRISTAR (“Transfer Fees”) in connection with the Transfer Services. These Transfer Fees shall be considered Additional Services Fees and calculated in accordance with Section 5.3. Transfer Fees shall include, but not be limited to:
- i) The actual costs incurred (examples: packing materials and shipping expenses in the event there are physical Claim Files); plus
 - ii) TRISTAR’s fees for its services in effecting such transfer (examples: hourly fees for clerical labor to inventory, sort, pack, and ship such Claim Files; hourly fees for data processing labor to perform data extract and testing with receiving vendor; fees for production of notification letters to claimants, attorneys, and medical providers).

9.3.3 With respect to all Claims, Customer shall remain liable for the payment of all Claims and Allocated Loss Adjustment Expenses in accordance with Section 4 and the payment of all Fees and Expenses in accordance with Section 5 that they would have been liable for had the Agreement not been terminated.

10. Independent Contractor

TRISTAR and its affiliates, shall act as an independent contractor(s) in providing services to Customer hereunder. Neither this Agreement nor the performance thereof by TRISTAR shall create nor be deemed to create any employer-employee, joint venture or partnership relationship between TRISTAR or any of its affiliates, officers, directors or employees, on the one hand, and Customer or any of its affiliates, officers, directors or employees, on the other hand.

11. Force Majeure

If any cause or condition shall occur beyond the control of either TRISTAR or Customer which wholly or partially prevents the performance by that party of its obligations hereunder, including, without limitation, any act of God or the public enemy, fire, explosion, flood, earthquake, war, riot, adverse weather conditions, breakdowns in equipment or facilities, strike, slowdown, work stoppage or other labor trouble, then such party: i) shall be excused from its obligations hereunder to the extent made necessary by such cause or condition and during the continuance thereof, and ii) shall incur no liability by reason of its failure to perform the obligations so excused. Such cause or condition shall not, however, relieve Customer of the obligation to pay to TRISTAR fees and charges due to TRISTAR for services rendered and expenses incurred hereunder prior to such stoppage.

12. Definition "Allocated Loss Adjustment Expense"

12.1 For the purposes of this Agreement, Allocated Loss Adjustment Expense(s) ("Allocated Loss Adjustment Expense(s)") shall mean any fee or expense which is chargeable or attributable to the investigation, coverage analysis, adjustment, negotiation, settlement, defense or general handling of any Claim(s) or action(s) related thereto, or to the protection and/or perfection of the Customer's right of subrogation, contribution or indemnification, all as reasonably determined by TRISTAR.

12.2 Allocated Loss Adjustment Expense(s) may be incurred for services provided by TRISTAR, its affiliates and subsidiaries, or third parties and include, but are not limited to, the following:

12.2.1 Attorney's fees and disbursements incurred in connection with the determination of coverage and/or the adjustment, defense, negotiation or settlement of any Claim; attorney's fees incurred for representation at depositions, hearings, pretrial conferences and/or trials;

12.2.2 Fees and expenses incurred for: handling any Alternative Dispute Resolution proceeding ("ADR"); legal actions, including trials or appeals; pursuing any declaratory judgment action, including deposition fees; cost of appeal bonds; court reporter or stenographic services, filing fees, and other court costs, fees and expenses; transcript or printing services and all discovery expenses; service of process; witnesses' testimony, opinions, or attendance at hearings or trial;

12.2.3 Fees and expenses for attendance at or participation in ADR proceedings, hearings, trials or other proceedings by TRISTAR personnel or its subcontractors;

12.2.4 Statutory fines or penalties; pre- and post-judgment interest paid as a result of litigation, unless regulatory or reporting requirements define such interest as loss or indemnity payments;

- 12.2.5** Subcontractors' fees and travel expenses, including independent adjusters, automobile and property appraisers, to the extent that same are incurred in the adjustment, negotiation, settlement or defense of any Claim;
- 12.2.6** Fees and expenses incurred in conjunction with the telephonic, web, or other electronic methods of reporting Claims as set forth on Schedule C;
- 12.2.7** Experts' fees and expenses including reconstruction experts, engineers, photographers, accountants, economists, metallurgists, cartographers, architects, hand-writing experts, physicians, appraisers and other natural and physical science experts, plus the fees and expenses associated with preparation of expert reports, depositions, and testimony;
- 12.2.8** Fees and expenses for surveillance, undercover operative and detective services or any other investigations;
- 12.2.9** Fees and expenses for: medical examinations, or autopsies, including diagnostic services, and related transportation services; durable medical equipment; and medical reports and rehabilitation evaluations, unless regulatory or reporting requirements define such fees and expenses as loss or indemnity payments;
- 12.2.10** Fees and expenses for any public records, medical records, credit bureau reports, index bureau reports, and other like reports as set forth on Schedule C;
- 12.2.11** Fees and expenses incurred where TRISTAR determines it is reasonable to pursue the rights of contribution, indemnification or subrogation of the Customer, including attorney and collection agency fees and/or expenses;
- 12.2.12** Medical or vocational rehabilitation fees and expenses, and all other medical cost containment services, including, but not limited to utilization review and management, pre-audit admission authorization, hospital bill audit or adjudication, provider bill audit or adjudication, and medical case management, if applicable, unless regulatory or reporting requirements define such expenses as loss or indemnity payments as set forth on Schedule C; and
- 12.2.13** Extraordinary travel and related fees and expenses incurred by TRISTAR at the express written request of Customer, which are not otherwise payable under this Agreement.
- 12.3** With respect to TRISTAR's determination that a fee or an expense incurred pursuant to this Agreement is an Allocated Loss Adjustment Expense, TRISTAR makes no representation or warranty and assumes no responsibility that such determination (i) is in compliance with or meets the requirements of any statistical plan filing, statutory, regulatory, or insurance industry reporting scheme or the definition of "Allocated Loss Adjustment Expense" thereunder; (ii) is or could be characterized as payment of loss or indemnity; or (iii) is or is not subject to insurance or reinsurance coverage or limits. Customer agrees that it is responsible for making all such judgments and for complying with any and all such requirements.
- 13. MMSEA**
- 13.1** Section 111 of the Medicare, Medicaid, and SCHIP (State Children's Health Insurance Programs) Extension Act of 2007 (all of which together shall be referred to as "MMSEA") (P.L. 110-173), contains mandatory reporting requirements ("MIR") for group health plan arrangements and for liability insurance (including self-insurance), no-fault insurance, and workers' compensation (see 42 U.S.C. 1395y(b)(7) & (8)). With respect to compliance with MMSEA under this Agreement:

- 13.1.1** Customer has the obligation to perform MIR requirements with respect to Claims, register with the Centers for Medicare and Medicaid Services (“CMS”) as a Responsible Reporting Entity (“RRE”), and provide to TRISTAR all relevant information including the RRE Identification Number(s) assigned. Customer has appointed the reporting agent(s) identified on Schedule A for the purpose of meeting MMSEA obligations including MIR requirements (“Reporting Agent(s)”).
- 13.1.2** Reporting Agent services include determining Medicare eligibility, reporting to CMS eligible Claims using the mandated format for a determination of Medicare eligibility, processing error corrections, and providing quarterly reports. Where applicable, Reporting Agent should also respond to all inquiries and requests for conditional payments, comply with settlement approvals, negotiate and prepare claim set-aside agreements (“CSA’s”) and Medicare set-aside agreements (“MSA’s”).
- 13.1.3** Customer consents to the disclosure by TRISTAR of Claims information required by MIR to Reporting Agent or others for the purpose of providing MIR pursuant to this Agreement. Customer and TRISTAR agree that Claim data reported to or by CMS is confidential and each shall comply with the provisions set forth in Attachment D to protect the confidentiality of this data.
- 13.1.4** Customer agrees that fees and charges by Reporting Agent incurred for compliance with MMSEA and other related services shall be paid by Customer and charged against the Claim Files as Allocated Loss Adjustment Expenses. Such fees and charges are listed on Schedule C.

14. Non-Hire

- 14.1** Without the written consent of the other, Customer and TRISTAR shall not:
- i) Solicit for employment or employ any employee of the other who is or has been directly engaged in the performance of this Agreement; and
 - ii) For a period of six (6) months following the termination of any employee who had been directly engaged in the performance of this Agreement, solicit for employment or employ such employee of the other.
- 14.2** Customer agrees that: (i) the prohibition against solicitation and employment of TRISTAR employees by Customer in Section 14.1 without TRISTAR’s written consent shall also apply to any affiliates of Customer; and (ii) that violation of this prohibition by Customer shall be deemed to be a material breach of this Agreement by Customer. For purposes of this Section 14.2, “Affiliates of Customer” includes any entity controlling, controlled by, or in common control with Customer or any entity in which Customer has an interest during the Term or with which Customer has entered into a contract.
- 14.3** This provision shall not apply to any offer of employment by TRISTAR or Customer arising from a general employment solicitation to the public and not specifically directed at any employee of the other party who is directly engaged in the performance of this Agreement.
- 14.4** The provisions of this Section 14 shall apply during the Term and the six (6) month period immediately following the Term.

15. Notices

- 15.1** All notices or other communications required pursuant to Section 9 shall be in writing and sufficient if i) delivered personally; ii) sent by a nationally recognized overnight carrier; or iii) sent by registered or certified mail return receipt requested, postage prepaid and via facsimile; and addressed as follows:

TRISTAR: TRISTAR Risk Management
100 Oceangate, Suite 700
Long Beach, CA 90802
Attn.: Thomas J. Veale

With a copy to: TRISTAR Insurance Group, Inc.
2540 Route 130, Suite 109
Cranbury, NJ 08512
Attn.: General Counsel's Office

Customer: City of Solana Beach
635 South Highway 101
Solana Beach, CA 92075
Attn.: Marie Marron Berkuti, Finance Director/Treasurer

15.2 When required or issued pursuant to this Agreement, notices shall be deemed to have been given at the time i) when personally delivered, ii) upon the day following the day sent by overnight carrier, or iii) if mailed, upon the third (3rd) day after the date such notice is postmarked.

16. State Amendment Requirements

16.1 The Agreement shall be deemed to incorporate any and all provisions required by applicable state insurance laws, relating to insurance administrators or third party administrators, insofar as such provisions relate to the services performed by TRISTAR pursuant to the Agreement.

16.2 TRISTAR and Customer shall comply with all applicable laws and regulations.

17. General

17.1 This Agreement constitutes the entire agreement of the parties and supersedes all previous agreements and/or contracts whether oral or written between them with respect to the subject matter hereof.

17.2 If any provision of this Agreement shall contravene or be invalid under the laws of the United States, the state in which enforcement is sought, or the regulatory requirements of such state, it is agreed that such provision shall not invalidate the whole Agreement but the Agreement shall be construed as if not containing the particular provision or provisions held to be invalid.

17.3 This Agreement may only be amended by a written instrument signed by the parties hereto.


17.4 The parties shall not disclose to any third party the terms and conditions of this Agreement, except as may be required by law, reasonable advice of its counsel, or the written consent of the non-disclosing party. Notwithstanding the aforementioned, this Agreement may be disclosed to the parties' representatives, accountants, attorneys, and advisors and to insurers of Customer, including excess insurers to and reinsurers of the SIR Program.

17.5 This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. A party may not assign this Agreement or the services required herein without the prior written consent of the other party, which shall not be unreasonably withheld or delayed, except that TRISTAR may assign this Agreement to an affiliate or subsidiary company, or a successor in interest by acquisition or merger provided that such succeeding company shall assume all rights and obligations under this Agreement.

- 17.6 Except as otherwise provided herein, nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their respective successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.
- 17.7 A party hereto shall not be deemed to have waived any rights or remedies accruing to it hereunder unless such waiver is in writing and signed by such party. No delay or omission by a party hereto in exercising any right shall operate as a waiver of said right on any further occasion.
- 17.8 Wherever approval of a party is required under this Agreement, it shall not be unreasonably withheld or delayed.
- 17.9 The captions are for convenience of reference only and shall not control or affect the meaning or construction of any provision of this Agreement.
- 17.10 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.
- 17.11 The exchange of copies of this Agreement and of signature pages by e-mail transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original for all purposes. Signatures of the parties transmitted by e-mail shall be deemed to be their original signatures for all purposes.
- 17.12 This Agreement shall be interpreted and construed in accordance with the internal laws of the State of California without regard to conflicts of law.
- 17.13 Each party represents to the other that it is authorized to enter into this Agreement and that its entry into this Agreement does not and will not violate the terms of any judgment, decree or ruling or any contract with any third party.

TRISTAR AND CUSTOMER CERTIFY BY THEIR UNDERSIGNED AUTHORIZED OFFICERS THAT THEY HAVE READ THIS AGREEMENT, INCLUDING ALL SCHEDULES AND EXHIBITS HERETO, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

TRISTAR RISK MANAGEMENT

By: 
 Name: THOMAS J. VEALE
 Title: PRESIDENT
 Date: 6/29/2020

CITY OF SOLANA BEACH

By: _____
 Name: Gregory Wade
 Title: City Manager
 Date: _____

APPROVED AS TO FORM:

 Johanna N. Canlas, City Attorney Date

ATTEST:

 Angela Ivey, City Clerk Date

Schedule A Reporting Agent; Service Period; Fees and Expenses

This Schedule A shall be effective July 1, 2019 and it shall: i) apply to all Claims reported and all Information Services provided on or after that date, and ii) remain in effect until the parties agree on new rates.

The terms and conditions of the Agreement apply unless and to the extent modified or supplemented by the specific terms and conditions of this Schedule A.

A.1 Reporting Agent(s)

A.1.1 Reporting Agent(s):

- i) for MMSEA reporting to CMS: TRISTAR Risk Management (an affiliate of TRISTAR).
- ii) for MMSEA compliance and other related services: TRISTAR’s Preferred Provider, unless Customer directs the use of a different vendor.

A.2 Service Period

A.2.1 In consideration of payment by Customer of the fees described in Section A.3, TRISTAR will provide the Services for the periods set forth below (“Service Period”):

Basic Services. TRISTAR will provide Basic Services for each Claim beginning on the date the Claim is reported to TRISTAR and ending on the sooner of:

- i) the date the Claim is closed; or
- ii) the Termination Date, if this Agreement is terminated in accordance with any provision of Section 9.

Information Services. TRISTAR will provide Information Services beginning on the Effective Date and ending on the date TRISTAR is no longer obligated to provide Basic Services as set forth above.

A.3 Basic Fees

A.3.1 Annual Service Fee(s). In consideration for the Basic Services and Information Services performed by TRISTAR during the Service Period, TRISTAR shall be entitled to and Customer shall pay TRISTAR in accordance with Section A.6, subject to any adjustments made in accordance with Subsection A.3.3:

- i) For all Basic Services and Information Services including up to two (2) users of the TRISTAR System (as defined in Schedule B): the following fees (“Services Fee(s)”) in quarterly installments (“Quarterly Installment(s)”) in advance, as set forth below:

ANNUAL PERIOD	SERVICE FEE(S)	QUARTERLY INSTALLMENT
Initial Term		
7/1/19 to 6/30/20	\$26,522.50	\$6,630.63
Renewal Terms (if parties elect to renew in accordance with Section 1)		
7/1/20 to 6/30/21	\$27,318.18	\$6,829.54
7/1/21 to 6/30/22	\$28,137.72	\$7,034.43
7/1/22 to 6/30/23	\$28,981.85	\$7,245.46

- ii) For each additional user of the TRISTAR System: an annual rate per user of Two Thousand dollars (\$2,000) per year (“Additional User Rate(s”).

The Additional User Rates shall be pro-rated for each user added at any time other than as of July 1.

A.3.2 Fees for optional services requested by Customer. In consideration for the services listed below (collectively, “Optional Service(s)”) rendered during the Service Period upon the written request of Customer and in accordance with this Agreement, Customer agrees to pay TRISTAR at the following rates (“Optional Rates”) in accordance with Section A.6, subject to any increases made in accordance with Subsection A.3.3, for as long as the Optional Services are provided:

If requested by Customer:

- i) **OSHA Reports:** Four Thousand dollars (\$4,000) per year (“OSHA Rate”);
- ii) **Standard Data File (monthly):** One Thousand Two Hundred dollars (\$1,200) per year (“Data File Rate”);
- iii) **Self-Insured Reports:** in accordance with TRISTAR’s rates, which vary by state, then in effect (“SIR Report Rate”); and
- iv) **Customized Interface:** on a Time and Expense basis at the hourly rate of One Hundred Forty-Five dollars (\$145) (“Customized Interface Rate”).

The Additional User Rate, OSHA Rate, and Data File Rate each shall be pro-rated for each applicable Optional Service added at any time other than as of the Effective Date or a subsequent Increase Date, as hereinafter defined.

A.3.3 Increases due to Material Change in business terms. In addition to the foregoing, Customer agrees that TRISTAR, in its sole discretion, reserves the right to make adjustments to the Basic Fees as it deems necessary in the event any of the following occurs:

- i) a material discrepancy is discovered in the historical data and any other information provided to TRISTAR by Customer or its representatives that is used by TRISTAR to develop the Basic Fees and this Agreement; and
- ii) there is a material change in the scope of services to be provided by TRISTAR that both Customer and TRISTAR agree to in writing, including the use of TRISTAR’s Preferred Provider network.

Notwithstanding the above, if such adjustments are not acceptable to Customer, Customer may terminate this Agreement immediately upon giving thirty (30) days’ written notice to TRISTAR.

A.4 Additional Services Fees

A.4.1 The Basic Fees shall apply to Basic Services and Information Services rendered during the Service Period for Claims. Should TRISTAR be engaged by Customer to provide any other service, Customer shall pay TRISTAR for such services, in accordance with Section A.6, on a Time and Expense basis at TRISTAR’s then current hourly rates unless other rates are mutually agreed upon (“Additional Services Fees”).

A.5 Expenses

A.5.1 Reimbursable Expenses. Customer shall reimburse TRISTAR for Reimbursable Expenses.

A.5.2 Taxes. Customer shall pay Taxes.

A.6 Payment**A.6.1** Notwithstanding any expiration or sooner termination of this Agreement:

- i) the Services Fee each shall be deemed fully earned, due, and nonrefundable upon the first (1st) day of each twelve (12) month period for which it is incurred.
- ii) the Additional User Rate shall be deemed fully earned, due and non-refundable as of the date a new user is added and each subsequent Increase Date; and

Optional Rates (if Optional Services requested by Customer and provided by TRISTAR):

- iii) the OSHA Rate and Data File Rate shall be deemed fully earned, due and non-refundable as of the date an Optional Service is provided, and each subsequent annual anniversary of the Increase Date; and
- iv) the SIR Report Rate and Customized Interface Rate each shall be deemed fully earned, due, and nonrefundable when it is incurred.

A.6.2 All Fees and Expenses shall be payable in advance by Customer to TRISTAR in accordance with Section 5.5 of the Agreement and invoiced as follows:

- i) Beginning on the Effective Date, Quarterly Installments shall be invoiced by TRISTAR quarterly, in advance; and
- ii) Additional User Rates (if any), Optional Rates (if any), Additional Services Fees (if any), Reimbursable Expenses, and Taxes shall be invoiced by TRISTAR at the end of the month in which they are incurred and/or assessed.

Schedule B Information Services

The terms and conditions of the Agreement apply unless and to the extent modified or supplemented by the specific terms and conditions of this Schedule B.

B.1 Scope of Services

In consideration of the payment of the applicable fees calculated in accordance with Schedule A, TRISTAR shall furnish the following to Customer (“Information Services”):

- online access to TRISTAR’s claim system (“TRISTAR System”); and
- related materials.

B.2 Limited Warranty

TRISTAR WARRANTS THAT IT WILL OWN ALL TITLE, INTEREST AND IP RIGHTS IN AND TO THE TRISTAR SYSTEM AND THE INFORMATION SERVICES AND WILL MAINTAIN ALL LICENSES, PERMITS, AND OTHER PERMISSIONS NECESSARY TO PROVIDE THE INFORMATION SERVICES TO CUSTOMER AND WILL DEFEND, HOLD CUSTOMER HARMLESS AND INDEMNIFY CUSTOMER AGAINST ANY CLAIMS OF INFRINGEMENT BY THIRD PARTY(IES). EXCEPT FOR THE FOREGOING WARRANTIES, TRISTAR MAKES NO OTHER WARRANTY OR REPRESENTATION RELATING TO TRISTAR SYSTEM, THE INFORMATION SERVICES, OR ANY OTHER SERVICES, OR MATERIALS PROVIDED IN CONNECTION THEREWITH. THE TRISTAR SYSTEM AND MATERIALS ARE FURNISHED AND ALL INFORMATION SERVICES ARE RENDERED ON AN “AS IS” BASIS. TRISTAR DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B.3 Limitation of Liability

B.3.1 Customer’s exclusive remedy for damage or loss in any way connected with any Information Services furnished by TRISTAR, whether by breach of warranty, negligence or any breach of any other duty, shall be for TRISTAR to pay Customer the greater of either: i) the amount paid for the Information Services for which a claim is made, or ii) the amount of TRISTAR’s applicable insurance limits as set forth on Attachment C.

B.3.2 Customer assumes sole responsibility for the selection of the Information Services, to achieve its intended results and for the use made and the result obtained. EXCEPT AS PROVIDED IN THIS SCHEDULE C, TRISTAR SHALL NOT BE LIABLE FOR DIRECT DAMAGES OR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF TRISTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, TRISTAR IS NOT RESPONSIBLE FOR ANY COSTS INCURRED AS A RESULT OF THE USE OF THE INFORMATION SERVICES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE, LOSS OF DATA, COSTS OF RECREATING DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM, OR CLAIMS BY ANY THIRD PARTY. TRISTAR’S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE INFORMATION SERVICES IS LIMITED TO THE GREATER OF: i) THE AMOUNT OF FEES THAT CUSTOMER HAS PAID IN CONNECTION WITH THE SERVICE FOR WHICH CUSTOMER CLAIMS TRISTAR’S BREACH OF THIS AGREEMENT, OR ii) THE APPLICABLE INSURANCE LIMITS SET FORTH ON ATTACHMENT C. THE PROVISIONS OF THIS AGREEMENT THAT LIMIT TRISTAR’S WARRANTIES AND CUSTOMER’S REMEDIES REPRESENT AN ALLOCATION OF RISK BETWEEN TRISTAR AND CUSTOMER. TRISTAR’S PRICING

REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

B.3.3 The provisions of this Section B.3 shall not apply to indemnity provisions with respect to third party claims under Section 7.

B.4 Proprietary Rights

B.4.1 Customer's rights to Information Services under this Agreement may not be transferred, leased, assigned, or sublicensed except by written consent of TRISTAR, which TRISTAR may grant or withhold at its discretion.

B.4.2 Customer acknowledges that the Information Services contain proprietary and confidential information and materials of TRISTAR which are protected as TRISTAR trade secrets and as copyrighted works, and which Customer may not copy, modify, or distribute except as authorized by TRISTAR. Customer agrees not to remove or deface any titles, trademarks, copyright notices, "restricted rights" or other proprietary legends affixed to or incorporated in the TRISTAR System or the Information Services.

B.4.3 All systems created or utilized by TRISTAR in the performance of activities under this Agreement shall belong to, and shall remain the property of, TRISTAR and its affiliates, and Customer shall have no ownership interest therein. The term "systems" as used herein shall include, but shall not be limited to, computer programs, computer equipment, formats, risk data report formats, procedures, documentation and internal reports of TRISTAR and its affiliates, but such term shall not include Claims File Information.

B.5 Internet Use

TRISTAR shall comply with the provisions set forth in the Section 3.2 of Attachment D. Except to the extent that the TRISTAR System violates any third party intellectual property rights, TRISTAR shall not be responsible for any use by Customer of Customer's internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

B.6 Privacy

B.6.1 In the course of providing Information Services, each party may be provided with, may gain access to, or may generate personally identifiable, financial and/or health information of consumers, insureds or claimants which may include confidential information (hereinafter collectively "Protected Information") which may be subject to federal, state and local laws. Each party acknowledges and agrees that it (i) shall at all times comply with all federal, state and local laws and regulations applicable to Protected Information and (ii) shall only use the Protected Information for the purposes for which it was provided under this Agreement and for no other purpose. Except as permitted by applicable law or as necessary to carry out its obligations under this Agreement, each party shall not disclose, license, sell or otherwise transfer Protected Information to a third party.

B.6.2 Each party shall immediately notify the other party of any violations of any such law or regulation applicable to provision of services under the Agreement or of any complaint or judicial or administrative proceeding initiated concerning any actual or alleged violation of such law or regulation. Notwithstanding the termination or expiration of the Agreement, each party shall comply with this Section B.6 with respect to all Protected Information in its possession or in the possession of its subcontractors or any other third party over which it has control.

Schedule C

Preferred Provider Specialty Services

TRISTAR's standard 2019 Preferred Provider Specialty Services fees are shown below. TRISTAR's standard Preferred Provider Specialty Services fees are subject to change from time to time thereafter upon notice to Customer. If such changes are not acceptable, Customer may terminate this Agreement immediately upon giving thirty (30) days' written notice to TRISTAR. These Preferred Provider Specialty Services fees are paid as Allocated Loss Adjustment Expenses or, where required by state law, as loss.

SERVICES	2017 FEES	
Medical Bill Review:		
Provider/Ancillary Bill Review	\$9.00 per bill	
Hospital Bill Review (in and outpatient)	12% of savings (difference between original bill and final bill)	
Implantable Device Review	27% of savings (difference between original bill and final bill)	
PPO/Pharmacy/DME	27% of savings (savings are post fee schedule or U&C, if applicable)	
Specialty Bill/Out of Network Review	30% of savings (savings are post fee schedule or U&C, if applicable)	
e-billing	\$1.00 per bill	
Historical Bill Review Conversion	\$750-\$2000 One Time Fee at Implementation	
Duplicate Bills Duplicate Line Items Monthly Savings Reporting Reconsiderations	} No Charge	
Utilization Review:		
Pre-clinical review		\$22.00 per pre-clinical review. Fee waived if case proceeds to utilization review
Pre-Certification (In- or Out-Patient)		\$140.00 per pre-certification
Concurrent Review (Review during hospitalization or outpatient treatment, as treatment progresses to ensure duration and type of treatment meet appropriate guidelines)	\$125 per hour.	
Peer Review:		
Level 1 (Includes review of medical records and communication of decision in writing to all parties)	\$250.00 flat rate for peer review of episodes of care identified on medical bill review.	
Level 2 (Includes review of medical records, discussion with treating physician and communication of decision in writing to all parties)	\$295.00 flat rate when assigned by a nurse case manager following case manager file review, or receipt of a referral by adjuster for review.	
Enhanced Intake and Nurse Triage:		
Enhanced Telephonic First Notice (Operator service by medical assistants. Injured employee and/or supervisor calls to report claims, assistance with PPO direction, questions and referrals. Optional integration with nurse triage services.)	\$20.00 per intake call (waived if call moves to triage)	
Telephonic Nurse Triage (Nurse aids injured worker in self-treatment or sets up appointment with appropriate provider utilizing medical triage guidelines/follow up calls)	\$120 per intake call	

Nurse Case Management	
Telephonic Case Management	\$105 per hour, except the following states:
• Alaska and Hawaii	\$140 per hour
• California	\$125 per hour
• New York, Illinois and Florida	\$120 per hour
OR Duration Based	
• First 30 days	\$370 per claim
• Second 30 days	\$285 per claim
• Each 30 days until closure	\$200 per claim
Field Case Management	\$105 per hour with the following state exceptions*
• Alaska and Hawaii	\$140 per hour*
• California	\$125 per hour*
• New York, Illinois, and Florida	\$120 per hour*
	<i>*plus Mileage at IRS mileage rate</i>
Field Case Management - Tasks	One time visit to provider \$475 plus mileage
	Two visits to provider \$750 plus mileage
	Medical record retrieval \$135 plus mileage
	Job Analysis \$475 plus mileage
Catastrophic Case Management (High level of RN interaction with immediate response to significant injury, e.g. severe head injury, severe burns, gunshot. Available 24x7)	\$150 per hour plus mileage
Pharmacy Benefit Management (PBM):	
Point of sale utilization review	\$125 per hour billed at 10 minute increments
Nurse Intervention: Complex Pharmacy Management , Weaning Protocols (Available when opioids have been prescribed for 60+ days with no evidence that physician will end treatment pattern.)	\$125 per hour
Physician Intervention: Complex Pharmacy Management. (Utilized in instances of numerous drug interactions of opioids, hypnotics and anti-depressants, requiring a physician-to-physician review of treatment pattern and weaning options. Follow up calls made by nurse case manager.)	\$125 per hour nursing intervention plus pass through of actual physician fees
Other Networks:	
California Medical Provider Networks (MPN)	Standard MPN: \$100.00 per month plus \$3.00 per bill (plus medical bill review fee) or \$500 per month flat fee
	Custom MPN or MPO: Available upon request
Texas HCN (Prime)	\$24.00 per bill
Other Services:	
Special Investigations	Outsourced, at cost – typically \$85 per hour
Central Index Bureau	\$15 per report
Claim Reporting: Telephonic	\$20 per report
Claim Reporting: Fax or Internet	\$10 per report
MMSEA Reporting	\$10 per claim
Mileage	IRS allowance rate

Attachment A

Claims Administration Guidelines

Best Practices - General Guidelines

TRISTAR's Quality Assurance process provides a consistent basis for continuous and incremental improvement on leakage reduction, as well as constant re-evaluation of best-in-class practices. As such, it has developed Best Practices guidelines for each phase of the claims process, including:

- **Coverage:** Prompt written confirmation and/or analysis of coverage.
- **Contact:** Same-day contact with all parties involved in the loss, including plaintiff's counsel.
- **Investigation:** Timely and adequate documentation of facts and the development of an initial investigation strategy plan.
- **Recovery, Contribution, Deductible Collection:** Constant, effective recognition, investigation and pursuit of recovery and/or contribution possibilities, as well as deductible collection.
- **Evaluation:** Appropriate analysis of liability and damages. The claim file must reflect the development, strategy and action plan necessary to resolve the claim, while complying with Home Office Technical Claims reporting requirements.
- **Workers' Compensation Medical, Disability, Rehabilitation Management:** Aggressive management of the medical care and treatment of the injured employee, utilizing a wide range of techniques designed to return the injured employee to gainful employment as quickly as possible.
- **Negotiation/Disposition:** Disposition of claims, using good judgment to obtain the best possible timely result.
- **Litigation Management:** The defense team, composed of the handling claim professional and the handling defense counsel, committed to providing high-quality representation in a results-oriented, cost-conscious environment.
- **Supervision:** Substantive supervisory file handling guidance and coaching throughout the life of the file to efficiently channel the claim toward an effective resolution.
- **Customer Service:** Service times for initial and subsequent contact with our clients, responses to correspondence and status requests.

By definition, Best Practices are not static, but are subject to improvement. They are continuously reviewed and updated to help TRISTAR achieve and sustain world-class performance.

Workers' Compensation Best Practices Overview

- **Coverage**
 - Prompt confirmation that policy information is accurate and applicable
 - Reinsurance determined and reported where applicable
- **Contact**
 - Same-day contact with employee, employer and a doctor to determine compensability and injury
 - Regular aggressive follow-up with contacts throughout the life of the file

- **Investigation**
 - Recorded statements on **back** injuries, with others at the discretion of supervisor
 - Wage information obtained and appropriate rate determined
 - Outside investigation completed when necessary
 - Indexing on all lost time cases
 - Fraud indicators checked and referred for Special Investigation (SIU) when appropriate
 - Regulatory requirements and turnaround times met and/or exceeded
 - Initial diary set at 30 days with subsequent follow-up no more than 90 days
- **Recovery/Contribution**
 - All new losses reviewed by a supervisor for potential subrogation
 - Potential sources of recovery identified and placed on notice immediately
 - Other sources of recovery, such as SIF or other state funds, pursued aggressively
- **Evaluation**
 - All losses evaluated for potential financial impact immediately upon receipt
 - Initial reserves established within five days (30 days on major cases) and changes within 30 days
 - Home Office referral for guidance and direction on all files meeting established criteria
- **Medical/Disability/Rehabilitation Management**
 - Lost time cases involve aggressive Return to Work/Light Duty availability
 - Disabilities and restrictions determined in a timely manner
 - Medical reports obtained promptly and reviewed by adjuster for early disposition
 - Medical management aggressively followed with Early Intervention nurse and medical provider
 - Prior to releasing TTD checks contact made to confirm employee is disabled
 - Independent medical exams set up when appropriate
 - Assignment to approved rehabilitation vendors when appropriate and close follow-up and direction
- **Negotiation/Disposition**
 - Claim adjuster to review settlement strategy and plan with supervisor
 - Negotiation conducted promptly and aggressively and documented in file
- **Supervision**
 - Supervisors initiate all new losses, reassignments and litigation referrals
 - Initial diary of all cases within 30 days and subsequent reviews at no more than 90 days
 - Supervisors do not carry pending files
 - All reviews and evaluations documented
- **Customer Service**
 - Contacts and return phone calls made same day
 - Claim Handling Instructions (“CHI”) followed
 - Reserve increases and settlements discussed with Customer as required

Attachment B

Litigation Management

Litigation Management

Best Practices Overview

Litigation results in increased costs and delays the eventual resolution and closure of claims. Legal management begins with professional, timely claims handling, as well as establishing a line of communication with the claimant. Frustration, confusion and distrust of the claims system are some of the primary reasons that claimants seek representation.

If a claimant obtains representation, the adjuster continues to manage the claim in a professional and proactive manner. Litigated claims are managed in-house when appropriate. TRISTAR will adhere to the Customer's handling instructions regarding the assignment of representation, including employment of Customer-selected attorneys if desired. Referral may be made to defense counsel for:

- Disputed claims requiring depositions and/or trial
- Claims involving subrogation with a high paid amount and good chance of recovery
- Disputed issues such as apportionment, earnings, extent of permanent disability, coverage, or co-defendants
- One time deposition or appearance at a hearing
- In accordance with individual Customer Servicing Instructions

Once assignment is made, TRISTAR will supervise the Customer's legal obligations, protect, and preserve the Customer's interests. We closely monitor legal expenses to ensure that all service providers supply the most cost effective results for our clients, and we design, recommend, implement, and maintain cost containment programs. The TRISTAR adjuster is responsible to:

- Handle non-disputed litigated files internally
- When assignment is indicated, make legal assignments on specific task basis only, unless otherwise directed by the Customer
- Utilize pre-approved legal panel with negotiated hourly rates, unless otherwise directed by the Customer

Upon assignment to counsel, the adjuster will:

- Prepare a summary and recommended strategy of the case
- Monitor the defense attorney's activity
- Coordinate legal efforts between the Customer and the defense attorney
- Monitor legal costs, approve or deny legal invoices
- Set up medical/legal evaluations
- Arrange for outside investigation, including Sub-Rosa
- Share medical and personnel records with appropriate parties to avoid unnecessary subpoena and photocopy costs
- Arrange for agreed independent medical evaluations (IME)
- Arrange for permanent disability evaluations

Attachment C Insurance

1. TRISTAR 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 TRISTAR, 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 Customer's Risk Manager.
2. TRISTAR's liabilities, including but not limited to TRISTAR'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 Customer 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.
3. **Types and Amounts Required.** TRISTAR shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:
 - 3.1 **Commercial General Liability (CGL).** If checked TRISTAR 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. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy. If TRISTAR maintains higher limits than the limits shown above, the Customer shall be entitled to coverage for the higher limits maintained by TRISTAR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Customer. 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 TRISTAR's primary policy.
 - 3.2 **Commercial Automobile Liability.** If checked TRISTAR shall maintain Commercial Automobile Liability Insurance for all of TRISTAR'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).
 - 3.3 **Workers' Compensation.** If checked TRISTAR shall maintain Worker's Compensation insurance for all of TRISTAR'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. TRISTAR shall provide an endorsement that the insurer waives the right of subrogation against the Customer and its respective elected officials, officers, employees, agents and representatives.
 - 3.4 **Professional Liability.** If checked TRISTAR 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. TRISTAR 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. TRISTAR agrees that for

the time period defined above, there will be no changes or endorsements to the policy that increase the Customer's exposure to loss. All defense costs shall be outside the limits of the policy. If TRISTAR maintains higher limits than the limits shown above, the Customer shall be entitled to coverage for the higher limits maintained by TRISTAR. Any available proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Customer.

- 3.5** **Cyber Liability.** If checked TRISTAR shall also maintain Cyber Liability coverage on an occurrence basis with a limit of \$2,000,000 per occurrence or claim and \$2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by TRISTAR 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.
- 4. Self-Insured Retentions.** Any self-insured retentions are the responsibility of TRISTAR and must be declared to and approved by the Customer. At the option of the Customer, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Customer, its officers, officials, employees and volunteers, or (2) TRISTAR shall provide a financial guarantee satisfactory to the Customer guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 5. Additional Required Provisions.** The commercial general liability, including any excess or umbrella policies being used to meet the required limits of insurance, and automobile liability policies shall contain, or be endorsed to contain, the following provisions:
- 5.1** The Customer, 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 TRISTAR including materials, parts, or equipment furnished in connection with such work or operations. The Customer'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 Customer.
- 5.2** The policies are primary and non-contributory to any insurance that may be carried by the Customer, as reflected in an endorsement at least as broad as CG 20 01 04 13 which shall be submitted to the Customer. Any insurance or self-insurance maintained by the Customer, its officers, officials, employees, or representatives shall be excess of TRISTAR's insurance and shall not contribute with it.
- 6. Verification of Coverage.** TRISTAR shall furnish the Customer upon Customer's request with original certificates and amendatory endorsements effecting coverage required by this Attachment C, 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 Customer or on other than the Customer's forms provided those endorsements conform to Customer requirements. All certificates and endorsements are to be received and approved by the Customer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive TRISTAR's obligation to provide them.
- 7. Special Risks or Circumstances.** Customer reserves the right to modify these requirements, including limits, based on the nature of risk, prior experience, insurer, coverage, or other special circumstances.

Attachment D

Confidentiality and Security

- 1. Confidential Work Product.** All professional services performed by TRISTAR, including but not limited to all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by TRISTAR, pursuant to this Agreement, are for the sole use of the Customer, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the Customer. This provision does not apply to information that (a) was publicly known, or otherwise known to TRISTAR, at the time that it was disclosed to TRISTAR by the Customer, (b) subsequently becomes publicly known through no act or omission of TRISTAR or (c) otherwise becomes known to TRISTAR other than through disclosure by the Customer. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the Customer. The sole purpose of this section is to prevent disclosure of Customer's confidential and proprietary information by TRISTAR or subcontractors.
- 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 Disclosing Party is given a reasonable notice and opportunity to contest such disclosure or obtain a protective order. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation. Confidential Information does not include any information that is required to be provided to the public pursuant to the laws of the United States and/or California such as the California Public Records Act, due to the nature of Customer being a local governmental agency. The non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the Receiving Party's receipt of that item.

3. Security.

- 3.1 Implementation.** TRISTAR shall implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of data and information provided by the Customer or used in connection with providing services under this Agreement, including data or information about third parties (“Customer’s Data”); (ii) protect against any anticipated threats or hazards to the security or integrity of Customer’s Data; and (iii) protect against unauthorized access to or use of Customer’s Data. TRISTAR shall review and test such safeguards on no less than an annual basis.
- 3.2 Network.** If TRISTAR makes Customer’s Data accessible through the Internet or other networked environment, TRISTAR shall maintain, in connection with the operation or use of Customer’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.
- 3.3 Personal Data.** If TRISTAR processes or otherwise has access to any personal data or personal information on Customer’s behalf when performing TRISTAR’s services and obligations under this Agreement, then: (i) Customer 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 TRISTAR 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) Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to TRISTAR so that TRISTAR may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer’s behalf in order for TRISTAR to provide the services and perform its other obligations under this Agreement; (iii) TRISTAR shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by Customer 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.
- 3.4 Information Security.** TRISTAR represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from Customer does and will comply with all applicable federal and state privacy and data protection laws. In the event of any security breach as defined in Section 4. Indemnity below, TRISTAR shall: (a) Provide Customer with the name and contact information for an employee who shall serve as Customer’s primary security contact and shall be available to assist Customer 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 Customer of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after TRISTAR becomes aware of it. Immediately following TRISTAR’s notification to Customer of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. TRISTAR agrees to fully cooperate with Customer in Customer’s handling of the matter. TRISTAR shall use best efforts to immediately remedy any Security Breach and prevent any further Security Breach at TRISTAR’s own expense in accordance with applicable privacy rights, laws, regulations and standards. TRISTAR agrees to provide, at its

expense, up to one year of credit monitoring services to third parties impacted by any Security Breach involving the loss of personally identifiable information.

- 4. Indemnity.** TRISTAR shall defend (with counsel reasonably acceptable to Customer), indemnify and hold Customer harmless from and against all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities, damages, judgments, settlements, and court awarded attorney's fees resulting from, arising out of or related to a security breach to the extent that the breach is caused by the acts or omissions of TRISTAR or its officers, employees, representatives or agents. In no event shall TRISTAR be liable for the negligence or willful misconduct of Customer or its officials, officers, employees, representatives, agents, or volunteers. 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 TRISTAR 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.
- 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 this Attachment D, 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.
- 6. Enforcement.** Each party acknowledges that any breach of any of the provisions of this Attachment D 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 seek the issuance of a decree of specific performance or an injunction by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 8, 2020
ORIGINATING DEPT: City Manager's Office
SUBJECT: **Council Consideration of Resolution 2020-115 Approving an Initial Legislative Priority List for Lobbying Purposes**

BACKGROUND:

During any given legislative period, bills with potentially significant impacts on the City are introduced and oftentimes revised many times that require close monitoring for timely reporting to the City Council. As such, in the Fiscal Year (FY) 2019/20 Work Plan, the services of a lobbyist was recommended to advance and advocate for the City's interests in Sacramento. On March 27, 2019, the City authorized the City Manager to enter into a Professional Services Agreement (PSA) with a lobbying firm, Emanuel Jones and Associates (EJA). EJA provides regular updates to Staff regarding legislative initiatives, participates in legislative hearings and provides advocacy on behalf of the City.

At the direction of Council, the PSA provides for the following services:

- Monitor, identify and prioritize challenges and opportunities for the City with respect to issues under consideration by the State Legislature and state and regional agencies, specifically those issues defined in the City's adopted Legislative Policy Guidelines.
- In consultation with the City Manager's Office, lobby state legislature members and departments as necessary to pursue City objectives.
- Complete in a timely fashion all forms and reports required of lobbyists by the state and other relevant jurisdictions.
- Provide timely telephone or e-mail updates with designated staff; provide status reports during the legislative session; and attend meetings of the City Council and with City personnel as reasonably requested.

This item is before City Council to consider adopting Resolution 2020-115 (Attachment 1) approving an initial City Council Legislative Priority List that would authorize the City Manager, through its Sacramento lobbyists, to prepare letters that address the City's concerns on specified topics for signature by the Mayor on behalf of the City and the City Council.

CITY COUNCIL ACTION: _____ _____

DISCUSSION:

Due to the COVID-19 pandemic, the typical legislative calendars for both the State Assembly and the State Senate have been delayed. Both chambers are expected to return from break on July 13, 2020, to continue moving proposed bills through legislative process. The deadline for bill approvals is August 31, 2020. Also identified as a Key Task in the FY 2019/20 Work Plan was the preparation of a Legislative Priority List for Fiscal Year 2020/21 for Council consideration. Given the delay in the legislative calendar and the fact that Council will be in recess during a pivotal time of this legislation session, the consideration and adoption of a Legislative Priority list is timely.

The intent of a Legislative Priority List is to identify the position of the Council on important policy issues that affect the City. Such a list can then be used for Staff to more quickly address, respond to and draft letters of support, opposition and/or comment on proposed legislation affecting the City. These letters can then be signed by the Mayor on behalf of the City and the Council.

Policy

The primary objective of a Legislative Priority List is for the Council to adopt official City positions on clearly stated legislative issues. A focused legislative platform allows for responsive and direct action to address critical issues on behalf of the City.

The Legislative Priority List is developed and maintained using the goals and objectives of the Council, input from Staff and our lobbyists, EJA, and a review of legislative priorities from the League of California Cities regarding pending legislation. Proposed federal and state legislation and policies consistent with the Council's Legislative Priorities may be supported by the City. Legislation and policies inconsistent with the identified priorities and policy statements may be opposed by the City.

Procedure

For this initial phase, Staff recommends that an initial Legislative Priorities List be established that is specific to proposed bills pending before the State Legislature. Thereafter, Staff will compile a more comprehensive Legislative Priorities List for Council consideration on an annual basis. Once adopted, Staff will be authorized to prepare position letters for the Mayor's signature. If it is unclear whether a piece of legislation aligns with the Legislative Priorities, it is recommended that the Mayor, in consultation with the City Manager and City Attorney, could make such a determination. Issues not clearly aligned with any item on the City's Legislative Priorities List may be brought to the City Council for direction.

Individual City Departments are encouraged to monitor and be knowledgeable of any legislative issues related to their areas of responsibility. However, as this initial list is focused primarily on housing and land use, the City Manager and Community Development Director will monitor the legislation in coordination with EJA. When a more comprehensive list is prepared, any Department requests for the City to take positions on proposed federal and state legislation or policies will be directed to the City Manager's Office. Departments may not take positions on proposed legislation or policies without the City Manager's review and approval consistent with the adopted Legislative Priority List of the Council.

Any letters generated under these procedures will be distributed to the entire Council at the same time it is sent on behalf of the City. At the end of each legislative session, Staff will provide a report to the Council summarizing the City' s legislative activities.

CEQA COMPLIANCE STATEMENT:

Not a project under CEQA

FISCAL IMPACT:

The Council-authorized PSA with EJA is for an amount not to exceed \$60,000 from March 1, 2019 through December 31, 2020. There is no other additional cost to the City except for dedicated Staff time.

WORK PLAN:

The preparation of a Legislative Priority List is a Key Task of the Strategic Priority: "Community Character" (Land Use & Planning) in the FY 2019/20 Work Plan.

OPTIONS:

- Approve Staff recommendation
- Deny Staff recommendation
- Provide alternative direction to Staff

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2020-115 approving the Legislative Priority List for FY 2020/21.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachment:

1. Resolution 2020-115
2. Initial Legislative Priorities List & Procedures

RESOLUTION 2020-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING A LEGISLATIVE PRIORITIES LIST FOR PENDING STATE LEGISLATION THE FISCAL YEAR 2020-2021 LEGISLATIVE CALENDAR

WHEREAS, during any given legislative period, bills with potentially significant impacts on the City are introduced and oftentimes revised many times that require close monitoring for timely reporting to the City Council (Council); and

WHEREAS, the City of Solana Beach (City) Fiscal Year (FY) 2019/20 Work Plan identifies Legislative Monitoring/Priorities as a Community Character Priority; and

WHEREAS, a key task of the Legislative Monitoring/Priorities is to prepare a Legislative Priority List for Council consideration; and

WHEREAS, the intent of a Legislative Priority List is to identify the position of the Council on important policy issues that affect the City; and

WHEREAS, the Legislative Priorities List, attached as Exhibit A, can then be used by Staff to more quickly address, respond to and draft letters of support, opposition and/or comment on proposed legislation affecting the City.

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 hereby adopts the Legislative Priorities attached as Exhibit A and as hereafter amended by the City Council.

PASSED AND ADOPTED this 8th day of July 2020, 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 –

JEWEL EDSON, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

Exhibit A

Fiscal Year 2020/21 Legislative Priorities List

This Legislative Priorities List is intended to provide guidance to enable Staff to quickly engage in legislative issues in Sacramento as needed.

Land Use and Housing

Land Use

- The City opposes legislation that decreases local control and decision-making authority over land use, zoning and General Plan matters.
- The City opposes legislation that restricts local land use control.

Housing

- The City is supportive of legislation that provides funding opportunities for affordable housing as long as it does not impose mandated costs.
- The City is supportive of legislation that provides for a balanced mix of housing for all segments of the population including families, the elderly, low-income residents, and persons with special needs.
- The City is supportive of legislation and programs that provide funding opportunities to provide new housing opportunities, including affordable housing, in Solana Beach.
- The City opposes legislation that decreases local land use control and decision-making related to the City's Housing Element requirements.



Fiscal Year 2020/21 Legislative Priorities List

This Legislative Priorities List is intended to provide guidance to enable Staff to quickly engage in legislative issues in Sacramento as needed.

Land Use and Housing

Land Use

- The City opposes legislation that decreases local control and decision-making authority over land use, zoning and General Plan matters.
- The City opposes legislation that restricts local land use control.

Housing

- The City is supportive of legislation that provides funding opportunities for affordable housing as long as it does not impose mandated costs.
- The City is supportive of legislation that provides for a balanced mix of housing for all segments of the population including families, the elderly, low-income residents, and persons with special needs.
- The City is supportive of legislation and programs that provide funding opportunities to provide new housing opportunities, including affordable housing, in Solana Beach.
- The City opposes legislation that decreases local land use control and decision-making related to the City's Housing Element requirements.

ATTACHMENT 2



Legislative Priorities Procedures

Purpose

The Legislative Priorities List conveys to legislators, policymakers, the public, and the media where the City Council stands on important policy questions. The City of Solana Beach's Fiscal Year 2020/21 Legislative Priorities List provides Staff with Council direction on potential legislation, thereby allowing Staff to quickly respond to issues that could directly impact the City.

Policy

The primary objective of the Legislative Priorities List is for the City Council to adopt official City positions on specifically identified legislative issues at the start of the legislative session. A focused legislative platform allows for responsive and direct action to address critical issues on behalf of the City of Solana Beach.

The Legislative Priorities List is developed and maintained using the goals and objectives of the City Council, input from Staff and its Sacramento Lobbyist, and a review of legislative priorities from the League of California Cities regarding pending legislation.

Proposed federal and state legislation and policies consistent with the Legislative Priorities List may be supported by the City. Legislation and policies inconsistent with the platform may be opposed by the City.

Procedure

For this initial phase, Staff recommends that an initial Legislative Priorities List be established that is specific to proposed bills pending before the State Legislature. Thereafter, Staff will compile a more comprehensive Legislative Priorities List for Council consideration on an annual basis. Once adopted, Staff will be authorized to prepare position letters for the Mayor's signature.

If it is unclear whether a piece of legislation aligns with the Legislative Priorities, it is recommended that the Mayor, in consultation with the City Manager and City Attorney, could make such a determination. Items not addressed in the City's Legislative Platform may be brought to the City Council for direction.



Individual City departments are encouraged to monitor and be knowledgeable of any legislative issues related to their areas of responsibility. However, as this initial list is focused primarily on housing and land use, the City Manager and Community Development Director will monitor the legislation in coordination with EJA. When a more comprehensive list is prepared, any Department requests for the City to take positions on proposed federal and state legislation or policies will be directed to the City Manager's Office. Departments may not take positions on proposed legislation or policies without the City Manager's review and approval consistent with the adopted Legislative Priority List of the Council.

Any letters generated under these procedures will be distributed to the entire Council at the same time it is sent on behalf of the City. At the end of each legislative session, Staff will provide a report to the Council summarizing the City' s legislative activities.



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 8, 2020
ORIGINATING DEPT: City Attorney's Office
SUBJECT: **Resolution 2020-114 - Professional Services Agreement for Special Counsel Services for Municipal Elections**

BACKGROUND:

The City of Solana Beach has scheduled a general election on November 3, 2020.

This item is before the City Council to authorize the City Manager to execute an agreement with Best Best & Krieger LLP for special counsel services for the November 3, 2020 municipal election.

DISCUSSION:

Solana Beach Municipal Code Section 2.24.130(B) requires that special counsel be appointed by the City Attorney to review complaints of violations of the City's election laws. The appointment of special counsel must be made in writing and provided to the City Manager, the City Clerk, and the City Council.

The City Attorney has recommended that Shawn D. Hagerty of the law firm Best Best & Krieger LLP be appointed as special counsel. Mr. Hagerty and his firm have extensive municipal law and litigation experience and are qualified to serve in this capacity. Mr. Hagerty currently serves as the City Attorney for the City of Santee. He also serves as Corporate Counsel to Civic San Diego, a nonprofit corporation that provides land use, economic development services and project management to downtown and Southeast San Diego. Mr. Haggerty served as Special Counsel for the 2016 and 2018 municipal elections.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

CITY COUNCIL ACTION:

FISCAL IMPACT:

Special counsel will be paid an hourly rate of \$295 to be paid only if needed. Although it is impossible to predict what need might arise for these services, it is anticipated that there are sufficient funds available in the Legal Services budget unit for professional services to pay the special counsel services for the municipal election.

WORK PLAN: N/A

OPTIONS:

- Approve Staff recommendation.
- Provide direction

DEPARTMENT RECOMMENDATION:

Adopt Resolution 2020-114 approving and authorizing the City Manager to execute a Professional Services Agreement for Special Counsel Services for Municipal Elections between the City of Solana Beach and Best Best & Krieger LLP.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachment:

1. Resolution 2020-114

RESOLUTION 2020-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING THE PROFESSIONAL SERVICES AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF SOLANA BEACH AND BEST BEST & KRIEGER LLP

WHEREAS, the City requires legal services of independent special counsel on general elections law advice and to review and investigate complaints of alleged violations of the City's political campaign regulations; and

WHEREAS, Solana Beach Municipal Code (SBMC) section 2.24.130 requires special legal counsel be appointed by the City Attorney to enforce municipal code violations under SBMC Title 2.24; and

WHEREAS, the City Council has determined that it is necessary and appropriate to retain Shawn D. Hagerty of the law firm of Best Best & Krieger LLP to provide legal services to the City as special counsel on general elections law advice and to review and investigate complaints of alleged violations of the City's political campaign regulations as provided under SBMC Title 2.24.

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

1. That the above recitations are true and correct.
2. That the City Council approves the Professional Services Agreement and authorizes the City Manager to execute the agreement between the City of Solana Beach and Best Best & Krieger LLP for special legal services.

PASSED AND ADOPTED this 8th day of July 2020, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

JEWEL EDSON, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 8, 2020
ORIGINATING DEPT: City Manager's Department
SUBJECT: **Public Hearing to Consider Adoption of the Fiscal Year (FY) 2020-21 Solid Waste and Recycling Rate Increase for EDCO Waste and Recycling Services**

BACKGROUND:

The City of Solana Beach (City) has a Franchise Agreement (Agreement) with EDCO Waste and Recycling Services (EDCO) to provide residential and commercial solid waste and recycling collection services. Under the terms of the Agreement, EDCO may request a rate review annually to adjust the amount charged for providing services. The Agreement contains specific language regarding the rate review methodology. Rates may only be increased due to tipping fee (landfill disposal) and cost of living (CPI) increases on the base rate. The City is a member of the Regional Solid Waste Association (RSWA) that regulates the tipping fee for its member agencies. The proposed tipping fee and CPI increases are reviewed and approved by RSWA before being submitted to the City. City Staff then reviews the rate tables submitted by EDCO and, if appropriate, brings the requests before the City Council for consideration.

At the May 13, 2020 City Council (Council) meeting, the Council authorized the City to proceed with the proper Proposition 218 noticing and majority protest voting procedures including setting a Public Hearing to disclose any protest votes for the solid waste and recycling rate increases.

This item is before the City Council to conduct the "protest hearing" to receive any protests regarding the proposed residential and commercial solid waste and recycling rate increases for FY 2020-21. If the City does not receive protest votes from more than 50% of property owners in the City, then the Council is requested to consider adopting Resolution 2020 – 110 (Attachment 1) approving the rate increases for residential and commercial solid waste and recycling services.

CITY COUNCIL ACTION:

DISCUSSION:

EDCO has submitted a rate review adjustment request for Fiscal Year 2020-21. The CPI increased 3.10% for the period from December 2018 to December 2019 and the tipping fee increased 2.58%, or \$49.23 per ton to \$50.50 per ton. Therefore, the proposed monthly rate for residential services would increase from \$22.33 to \$23.00 per month (not including the National Pollutant Discharge Elimination System 'NPDES' fee) and the monthly commercial rate for the most common service (3-yard bin picked up 1 time per week) will increase from \$107.81 to \$110.87 (not including the NPDES fee). The full rate review package can be found in Attachment 2. These requests must go through the Proposition 218 noticing requirements, which Staff and EDCO have completed. Residential and commercial property owners received notification through the mail on the proposed rate increases and had a chance to submit a protest vote if they oppose. The vote outcome will be revealed during the Public Hearing at this City Council meeting.

Prop 218

Article III D, section 6(a) of the California Constitution, commonly known as Proposition 218, requires that the City conduct a protest hearing in order to increase solid waste service charges. Public notification letters for this public hearing were sent out to all property and business owners in the City describing the rate adjustment requests and how to protest if desired, as required by law.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

The franchise fee of 10% will result in a slight increase in the City's solid waste revenue fund from the minor increase in solid waste and recycling rates. In addition, there will be a slight increase in the costs paid to the City for litter abatement, street sweeping and storm water reduction activities.

WORK PLAN:

This item is not identified in the Work Plan.

OPTIONS:

- Approve the FY 2020-21 solid waste and recycling rate increases identified in Attachment 2.
- Reject the commercial solid waste rate increase for FY 2020-21.
- Provide direction to Staff.

DEPARTMENT RECOMMENDATION:

Staff recommends the City Council:

1. Conduct the Public Hearing: Open the Public Hearing; Report Council disclosures; Report written protests received; Receive Public Testimony; Close the Public Hearing.
2. Following the Public Hearing, consider adopting Resolution No. 2020 – 110 approving EDCO’s rate review request increasing solid waste and recycling rates for FY 2020–21 in accordance with the Franchise Agreement.

CITY MANAGER’S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager

Attachments:

1. Resolution No. 2020 – 110
2. EDCO Rate Review Application

RESOLUTION 2020-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING RATE INCREASES FOR EDCO WASTE AND RECYCLING SERVICES FOR SOLID WASTE AND RECYCLING COLLECTION

WHEREAS, the City of Solana Beach (City) has a Franchise Agreement (Agreement) with EDCO Waste and Recycling Services (EDCO) to provide residential and commercial solid waste and recycling collection services; and

WHEREAS, EDCO has provided highly responsive solid waste and recycling services to the City; and

WHEREAS, the Agreement allows for EDCO to submit rate review applications annually to modify solid waste and recycling collection rates; and

WHEREAS, the City complied with Proposition 218 noticing and voting requirements under Article III D, section 6(a) of the California Constitution; and

WHEREAS, the City conducted a public “protest hearing” at the July 8, 2020 City Council meeting to confirm the proposed solid waste and recycling rates.

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

1. That the foregoing recitations are true and correct.
2. That the City Council approves EDCO’s rate review application, increasing solid waste and recycling rates as shown in Exhibits A through K.

PASSED AND ADOPTED this 8th day of July, 2020, 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 –

JEWEL EDSON, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

EXHIBIT "A"

**TRASH COLLECTION FEE
COMMERCIAL BIN RATES**

Bin Size¹	Service Frequency	Existing Trash Rate per Month	FY 2020/2021 Proposed Trash Rate per Month
2 Cubic Yard Bin	1X Week	\$72.06	\$74.12
	2X Week	\$125.13	\$128.67
	3X Week	\$177.88	\$182.91
	4X Week	\$228.93	\$235.40
	5X Week	\$283.31	\$291.32
	6X Week	\$336.22	\$345.72
3 Cubic Yard Bin	1X Week	\$107.81	\$110.81
	2X Week	\$187.00	\$192.29
	3X Week	\$268.58	\$276.17
	4X Week	\$345.33	\$355.10
	5X Week	\$424.35	\$436.35
	6X Week	\$503.28	\$517.51
4 Cubic Yard Bin	1X Week	\$143.34	\$147.38
	2X Week	\$248.98	\$256.01
	3X Week	\$354.61	\$364.63
	4X Week	\$459.99	\$472.99
	5X Week	\$565.42	\$581.41
	6X Week	\$670.59	\$689.55
5 Cubic Yard Bin	1X Week	\$178.77	\$183.83
	2X Week	\$310.87	\$319.66
	3X Week	\$442.89	\$455.40
	4X Week	\$649.08	\$667.42
	5X Week	\$706.53	\$726.50
	6X Week	\$839.46	\$863.19

1. For multiple bins, multiply the monthly bin rate by the number of bins.

EXHIBIT "B"

**TRASH COLLECTION FEE-
COMMERCIAL/MULTI-FAMILY ROLL-OFF RATES**

Fee Type	Existing Roll-Off Rates	FY 2020/2021 Proposed Roll-Off Rates
Roll-Off Boxes Standard	\$264.92 per load plus tip fee for trash of \$54.70/ton	\$273.13 per load plus tip fees for trash and CDI of \$56.11/ton

1. For multiple cans, multiply the monthly can rate by the number of cans.

EXHIBIT "C"
TRASH COLLECTION FEE
COMMERCIAL RECYCLING RATES

Bin Size¹	Service Frequency	Existing Recycling Rate per Month	FY 2020/2021 Proposed Recycling Rate per Month
2 Cubic Yard Bin	1X Week	\$43.27	\$44.61
	2X Week	\$79.25	\$87.71
	3X Week	\$114.72	\$118.28
	4X Week	\$150.23	\$154.89
	5X Week	\$185.72	\$191.48
3 Cubic Yard Bin	1X Week	\$52.28	\$53.90
	2X Week	\$94.88	\$97.82
	3X Week	\$137.45	\$141.71
	4X Week	\$180.01	\$185.59
	5X Week	\$222.59	\$229.49
4 Cubic Yard Bin	1X Week	\$57.97	\$59.77
	2X Week	\$107.64	\$110.97
	3X Week	\$157.33	\$162.21
	4X Week	\$207.00	\$213.42
	5X Week	\$256.69	\$264.65
5 Cubic Yard Bin	1X Week	\$65.07	\$67.09
	2X Week	\$121.84	\$125.62
	3X Week	\$178.61	\$184.14
	4X Week	\$235.39	\$242.69
	5X Week	\$292.16	\$301.22

1. For multiple cans, multiply the monthly can rate by the number of cans.

EXHIBIT "D"
TRASH COLLECTION FEE
COMMERCIAL RECYCLING RATES – CARDBOARD

Bin Size¹	Service Frequency	Existing Recycling Rate per Month	FY 2020/2021 Proposed Recycling Rate per Month
2 Cubic Yard Bin	1X Week	\$30.10	\$31.03
3 Cubic Yard Bin	1X Week	\$45.12	\$46.52
4 Cubic Yard Bin	1X Week	\$60.15	\$62.02
5 Cubic Yard Bin	1X Week	\$75.41	\$77.74

1. For multiple cans, multiply the monthly can rate by the number of cans.

EXHIBIT “E”
COMMINGLED ORGANICS
COMMERCIAL/MULTI-FAMILY RATES – NEW FEE¹

Bin Size¹	Service Frequency	Existing Recycling Rate per Month	FY 2020/2021 Proposed Organics Rate per Month²
Cart (65 Gallon)	1X Week	\$87.02	\$89.72
	2X Week	\$174.03	\$179.43
	3X Week	\$261.05	\$269.14
	Extra Pickup	\$34.81	\$35.89
Cart (96 Gallon)	1X Week	\$98.14	\$101.18
	2X Week	\$196.28	\$202.36
	3X Week	\$294.43	\$303.56
	Extra Pickup	\$39.26	\$40.48
2 Cubic Yard Bin	1X Week	\$159.17	\$164.10
	2X Week	\$318.34	\$328.21
	3X Week	\$477.50	\$492.30
	Extra Pickup	\$63.67	\$65.64

1. This is a new service and fee that will be provided effective January 1, 2021 pending sufficient facility operation.
2. For multiple commercial cans multiply the monthly can rate by 95% and then by the number of cans.

EXHIBIT “F”
TRASH COLLECTION FEE
SINGLE FAMILY TRASH/RESIDENTIAL RATES

Existing Monthly Trash Fee	FY 2020/2021 Proposed Monthly Trash Fee¹
\$22.33 per month	\$23.00 per month

1. Does not include the additional charges for the National Pollution Discharge Elimination System (“NPDES”) fee.

EXHIBIT “G”
COMMINGLED ORGANICS
RESIDENTIAL RECYCLABLE RATES¹

Existing Recycling Rates	FY 2020/2021 Proposed Organics Rates per Month¹
Per Residential Single Family	Per Residential Single Family
\$3.02	\$3.11

1. This is a new service and fee that will be provided effective January 1, 2021 pending sufficient facility operation.

EXHIBIT “H”

TRASH COLLECTION FEE MULTI -FAMILY BIN RATES

Bin Size¹	Service Frequency	Existing Trash Rate per Month	FY 2020/2021 Proposed Trash Rate per Month
2 Cubic Yard Bin	1X Week	\$70.19	\$72.21
	2X Week	\$124.09	\$127.62
	3X Week	\$160.18	\$164.68
	4X Week	\$208.19	\$214.02
	5X Week	\$256.08	\$263.25
3 Cubic Yard Bin	1X Week	\$105.34	\$108.37
	2X Week	\$188.01	\$193.38
	3X Week	\$270.70	\$278.40
	4X Week	\$353.32	\$363.34
	5X Week	\$440.75	\$453.25
4 Cubic Yard Bin	1X Week	\$134.54	\$138.40
	2X Week	\$236.49	\$243.20
	3X Week	\$338.40	\$347.96
	4X Week	\$440.33	\$452.74
	5X Week	\$541.91	\$557.15
5 Cubic Yard Bin	1X Week	\$163.75	\$168.44
	2X Week	\$286.73	\$294.85
	3X Week	\$410.54	\$422.11
	4X Week	\$532.60	\$547.56
	5X Week	\$655.25	\$673.62

1. For multiple bins, multiply the monthly bin rate by the number of bins.

EXHIBIT “I”

**TRASH COLLECTION FEE-
MULTI-FAMILY RECYCLABLE RATES¹**

Existing Recycling Rates	FY 202/2021 Proposed Recycling Rates per Month
Per Residential Unit in Complex	Per Residential Unit in Complex
\$1.54	\$1.58

1. For multiple cans, multiply the monthly can rate by the number of cans.

EXHIBIT “J”
TRASH COLLECTION FEE-
MULTI-FAMILY TEMPORARY BIN¹

Existing Recycling Rates	FY 2020/2021 Proposed Recycling Rates per Month
Multi-family Temp Bin (1 week rental)	Multi-family Temp Bin (1 week rental)
\$93.65	\$96.33

1. For multiple cans, multiply the monthly can rate by the number of cans.

EXHIBIT “K”
MULTI-FAMILY CAN SERVICE FEE¹

Service Frequency	Current Trash Rate (per month)	FY 2020/2021 Proposed Trash Rate (per month)
1X Week	\$40.92	\$42.11
2X Week	\$81.95	\$84.17

1. For multiple cans, multiply the monthly can rate by the number of cans

EDCO

WASTE & RECYCLING SERVICES

February 29, 2020

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

RE: CPI Rate Adjustment for Solid Waste and Recycling Collection Services

Dear Danny:

The Franchise Agreement between the City of Solana Beach and EDCO allows for annual rate adjustments. EDCO last adjusted rates in July 1, 2019. Section 8.3 of the Agreement includes the details of the rate adjustment procedures. As outlined, rates may be increased due to changes in landfill tipping fees and increases in the Los Angeles-Anaheim Consumer Price Index (CPI). EDCO is requesting an allowable rate adjustment based on changes in the CPI and the Regional Solid Waste Association (RSWA) disposal fee. The effective date of this rate adjustment was July 1, 2020.

RSWA Disposal Fee Adjustment

The City is a member of RSWA that regulates waste disposal tipping fees for its member agencies. Tipping fees were last adjusted in 2018 rate change. Currently the tip fee for Solana Beach is \$49.23 per ton. Effective July 1, 2020, the tip fee for Solana Beach will increase to \$50.50, representing a 2.58% increase in the tip fee component of the rate calculation.

CPI Adjustment

The Los Angeles-Long Beach-Anaheim CPI increased 3.10% for the period from December 2018 to December 2019. A copy of the applicable CPI is attached for your reference. Also attached with this letter are rates schedules listing current and proposed rates for commercial and residential waste and recycling collection services.

Sincerely,



Elmer Heap
General Manager

Attachments

"We'll Take Care of It"

224 S. Las Posas Road • San Marcos, California 92078
(760) 744-2700 • Fax: (760) 752-8339 • edcodisposal.com • Printed on Recycled Paper

ATTACHMENT 2

City of Solana Beach
Multi-Family and Residential Rates
Effective July 1st, 2020

RSWA Tip Fee 2019	\$ 49.23
RSWA Tip Fee 2020	\$ 50.80
Change	\$ 1.27
% Change - Tip Fee	<u>2.5833%</u>

CPI Consumer Price Index 21/31/2018	267.7
CPI Consumer Price Index 12/31/2019	276.0
Change	8.3
% Change - CPI	<u>3.10%</u>
Cap % 4%	

Description	Frequency per Week	Rates 7.1.2019						Rate Adjustments effective 7.1.20				Rates 7.1.2020					
		Net Operating Expense	Disposal Component	Franchise Fee 10.0%	Customer Total w/o NPDES	NPDES	Customer Total with NPDES	3.10% Net Operating Expense	2.58% Disposal Component	Franchise Fee 10.0%	Customer Total w/o NPDES	Net Operating Expense	Disposal Component	Franchise Fee 10.0%	Customer Total w/o NPDES	NPDES	Customer Total with NPDES
Commercial Multi-Family Rates																	
Commercial - Two Yard Bin																	
	1	\$ 36.19	\$ 26.98	\$ 7.02	\$ 70.19	\$ 5.56	\$ 75.75	\$ 1.12	\$ 0.70	\$ 0.20	\$ 2.02	\$ 37.31	\$ 27.68	\$ 7.22	\$ 72.21	\$ 5.56	\$ 77.77
	2	\$ 57.71	\$ 53.97	\$ 12.41	\$ 124.09	\$ 11.12	\$ 135.21	\$ 1.79	\$ 1.39	\$ 0.35	\$ 3.53	\$ 59.50	\$ 55.36	\$ 12.76	\$ 127.62	\$ 11.12	\$ 138.74
	3	\$ 53.21	\$ 80.95	\$ 16.02	\$ 160.18	\$ 16.65	\$ 176.86	\$ 1.96	\$ 2.09	\$ 0.45	\$ 4.50	\$ 65.17	\$ 83.04	\$ 16.47	\$ 164.68	\$ 16.68	\$ 181.36
	4	\$ 79.42	\$ 107.95	\$ 20.82	\$ 208.19	\$ 22.24	\$ 230.43	\$ 2.45	\$ 2.79	\$ 0.58	\$ 5.83	\$ 81.88	\$ 110.74	\$ 21.40	\$ 214.02	\$ 22.24	\$ 236.26
	5	\$ 95.54	\$ 134.93	\$ 25.81	\$ 256.08	\$ 27.80	\$ 283.88	\$ 2.96	\$ 3.49	\$ 0.72	\$ 7.17	\$ 98.50	\$ 138.42	\$ 26.33	\$ 263.25	\$ 27.80	\$ 291.05
Commercial - Three Yard Bin																	
	1	\$ 54.33	\$ 40.48	\$ 10.53	\$ 105.34	\$ 8.34	\$ 113.68	\$ 1.68	\$ 1.05	\$ 0.30	\$ 3.03	\$ 56.01	\$ 41.53	\$ 10.83	\$ 108.37	\$ 8.34	\$ 116.71
	2	\$ 88.26	\$ 80.95	\$ 19.80	\$ 188.01	\$ 18.68	\$ 204.69	\$ 2.74	\$ 2.09	\$ 0.54	\$ 5.37	\$ 91.00	\$ 83.04	\$ 19.34	\$ 193.38	\$ 18.68	\$ 210.06
	3	\$ 122.19	\$ 121.44	\$ 27.07	\$ 270.70	\$ 25.02	\$ 295.72	\$ 3.79	\$ 3.14	\$ 0.77	\$ 7.70	\$ 125.98	\$ 124.58	\$ 27.84	\$ 278.40	\$ 25.02	\$ 303.42
	4	\$ 156.07	\$ 161.92	\$ 35.33	\$ 353.32	\$ 33.36	\$ 386.68	\$ 4.84	\$ 4.18	\$ 1.00	\$ 10.02	\$ 160.91	\$ 166.10	\$ 36.33	\$ 363.34	\$ 33.36	\$ 396.70
	5	\$ 194.28	\$ 202.39	\$ 44.08	\$ 440.75	\$ 41.70	\$ 482.45	\$ 6.02	\$ 5.23	\$ 1.25	\$ 12.50	\$ 200.30	\$ 207.62	\$ 45.33	\$ 453.25	\$ 41.70	\$ 494.95
Commercial - Four Yard Bin																	
	1	\$ 67.12	\$ 53.97	\$ 13.45	\$ 134.54	\$ 11.12	\$ 145.66	\$ 2.08	\$ 1.39	\$ 0.39	\$ 3.85	\$ 69.20	\$ 55.36	\$ 13.84	\$ 138.40	\$ 11.12	\$ 149.52
	2	\$ 104.90	\$ 107.94	\$ 23.65	\$ 236.49	\$ 22.24	\$ 258.73	\$ 3.25	\$ 2.79	\$ 0.67	\$ 6.71	\$ 108.15	\$ 110.73	\$ 24.32	\$ 243.20	\$ 22.24	\$ 265.44
	3	\$ 142.64	\$ 161.92	\$ 33.84	\$ 338.40	\$ 33.36	\$ 371.76	\$ 4.42	\$ 4.18	\$ 0.96	\$ 9.56	\$ 147.06	\$ 166.10	\$ 34.80	\$ 347.96	\$ 33.36	\$ 381.32
	4	\$ 180.41	\$ 215.89	\$ 44.03	\$ 440.33	\$ 44.48	\$ 484.81	\$ 5.59	\$ 5.58	\$ 1.24	\$ 12.41	\$ 186.00	\$ 221.47	\$ 45.27	\$ 452.74	\$ 44.48	\$ 497.22
	5	\$ 217.86	\$ 269.85	\$ 54.20	\$ 541.91	\$ 55.80	\$ 597.51	\$ 6.75	\$ 6.97	\$ 1.52	\$ 15.24	\$ 224.61	\$ 276.82	\$ 55.72	\$ 557.15	\$ 55.80	\$ 612.75
Commercial - Five Yard Bin																	
	1	\$ 79.92	\$ 67.46	\$ 16.37	\$ 163.75	\$ 13.90	\$ 177.65	\$ 2.48	\$ 1.74	\$ 0.47	\$ 4.69	\$ 82.40	\$ 69.20	\$ 16.84	\$ 168.44	\$ 13.90	\$ 182.34
	2	\$ 123.13	\$ 134.93	\$ 25.67	\$ 286.73	\$ 27.80	\$ 314.53	\$ 3.82	\$ 3.49	\$ 0.81	\$ 8.12	\$ 125.95	\$ 138.42	\$ 29.48	\$ 294.85	\$ 27.80	\$ 322.65
	3	\$ 167.10	\$ 202.39	\$ 41.05	\$ 410.54	\$ 41.70	\$ 452.24	\$ 5.18	\$ 5.23	\$ 1.16	\$ 11.57	\$ 172.28	\$ 207.62	\$ 42.21	\$ 422.11	\$ 41.70	\$ 463.81
	4	\$ 209.49	\$ 269.85	\$ 53.26	\$ 532.60	\$ 55.60	\$ 588.20	\$ 6.49	\$ 6.97	\$ 1.50	\$ 14.96	\$ 215.98	\$ 276.82	\$ 54.76	\$ 547.56	\$ 55.60	\$ 603.16
	5	\$ 252.39	\$ 337.33	\$ 65.53	\$ 655.25	\$ 69.50	\$ 724.75	\$ 7.82	\$ 8.71	\$ 1.84	\$ 18.37	\$ 260.21	\$ 346.04	\$ 67.37	\$ 673.62	\$ 69.50	\$ 743.12
Muti Family Recycling Rate																	
	1	\$ 1.38	\$ -	\$ 0.16	\$ 1.54	\$ -	\$ 1.54	\$ 0.04	\$ -	\$ -	\$ 0.04	\$ 1.42	\$ -	\$ 0.16	\$ 1.58	\$ -	\$ 1.58
Commercial Can (1-Trash 1-Recy)																	
	1	\$ 23.34	\$ 13.49	\$ 4.09	\$ 40.92	\$ 3.52	\$ 44.44	\$ 0.72	\$ 0.35	\$ 0.12	\$ 1.19	\$ 24.06	\$ 13.84	\$ 4.21	\$ 42.11	\$ 3.52	\$ 45.63
	Extra Cart	\$ 1.71	\$ -	\$ 0.19	\$ 1.90	\$ 1.76	\$ 3.66	\$ 0.05	\$ -	\$ 0.01	\$ 0.06	\$ 1.76	\$ -	\$ 0.20	\$ 1.96	\$ 1.76	\$ 3.72
	2	\$ 19.79	\$ 53.97	\$ 8.19	\$ 81.95	\$ 7.04	\$ 88.99	\$ 0.61	\$ 1.39	\$ 0.22	\$ 2.22	\$ 20.40	\$ 55.36	\$ 8.41	\$ 84.17	\$ 7.04	\$ 91.21
	Extra Cart	\$ 3.41	\$ -	\$ 0.39	\$ 3.79	\$ 3.52	\$ 7.31	\$ 0.11	\$ -	\$ 0.01	\$ 0.12	\$ 3.52	\$ -	\$ 0.39	\$ 3.91	\$ 3.52	\$ 7.43
Multi-family Temp Bin(1 wk rental)																	
	1	\$ 43.80	\$ 40.48	\$ 9.37	\$ 93.65	\$ 8.34	\$ 101.99	\$ 1.36	\$ 1.05	\$ 0.27	\$ 2.68	\$ 45.16	\$ 41.53	\$ 9.64	\$ 96.33	\$ 8.34	\$ 104.67

City of Solana Beach
Multi-Family and Residential Rates
Effective July 1st, 2020

RSWA Tip Fee 2019	\$ 49.23
RSWA Tip Fee 2020	\$ 50.50
Change	\$ 1.27
% Change - Tip Fee	<u>2.5833%</u>

CPI Consumer Price Index 21/31/2018	267.7
CPI Consumer Price Index 12/31/2019	276.0
Change	8.3
% Change - CPI	<u>3.10%</u>
Cap % 4%	

Description	Frequency per Week	Rates 7.1.2019						Rate Adjustments effective 7.1.20				Rates 7.1.2020					
		Net Operating Expense	Disposal Component	Franchise Fee 10.0%	Customer Total w/o NPDES	NPDES	Customer Total with NPDES	3.10% Net Operating Expense	2.58% Disposal Component	Franchise Fee 10.0%	Customer Total w/o NPDES	Net Operating Expense	Disposal Component	Franchise Fee 10.0%	Customer Total w/o NPDES	NPDES	Customer Total with NPDES
Residential Rates																	
Solid Waste Service (1 cart)	96 gal	\$ 15.77	\$ 4.33	\$ 2.23	\$ 22.33	\$ 1.32	\$ 23.65	\$ 0.49	\$ 0.11	\$ 0.07	\$ 0.67	\$ 16.26	\$ 4.44	\$ 2.30	\$ 23.00	\$ 1.32	\$ 24.32
	64 gal	\$ 15.77	\$ 4.33	\$ 2.23	\$ 22.33	\$ 0.88	\$ 23.21	\$ 0.49	\$ 0.11	\$ 0.07	\$ 0.67	\$ 16.26	\$ 4.44	\$ 2.30	\$ 23.00	\$ 0.88	\$ 23.88
	35 gal	\$ 15.77	\$ 4.33	\$ 2.23	\$ 22.33	\$ 0.44	\$ 22.77	\$ 0.49	\$ 0.11	\$ 0.07	\$ 0.67	\$ 16.26	\$ 4.44	\$ 2.30	\$ 23.00	\$ 0.44	\$ 23.44
Recycling Service (1 cart)	96 gal						\$ 1.32										\$ 1.32
	64 gal						\$ 0.88										\$ 0.88
	35 gal						\$ 0.44										\$ 0.44
Extra Cart	96 gal	\$ 2.85	\$ -	\$ 0.32	\$ 3.17	\$ 1.32	\$ 4.49	\$ 0.09	\$ -	\$ 0.01	\$ 0.10	\$ 2.94	\$ -	\$ 0.33	\$ 3.27	\$ 1.32	\$ 4.59
	64 gal	\$ 2.85	\$ -	\$ 0.32	\$ 3.17	\$ 0.88	\$ 4.05	\$ 0.09	\$ -	\$ 0.01	\$ 0.10	\$ 2.94	\$ -	\$ 0.33	\$ 3.27	\$ 0.88	\$ 4.15
	35 gal	\$ 2.85	\$ -	\$ 0.32	\$ 3.17	\$ 0.44	\$ 3.61	\$ 0.09	\$ -	\$ 0.01	\$ 0.10	\$ 2.94	\$ -	\$ 0.33	\$ 3.27	\$ 0.44	\$ 3.71
Rolloff Rates																	
Haul Rate		\$ 238.43	\$ -	\$ 26.49	\$ 264.92		\$ 264.92	\$ 7.39	\$ -	\$ 0.82	\$ 8.21	\$ 245.82	\$ -	\$ 27.31	\$ 273.13		\$ 273.13
Disposal Fee per Ton - Trash		\$ -	\$ 49.23	\$ 5.47	\$ 54.70		\$ 54.70	\$ -	\$ 1.27	\$ 0.14	\$ 1.41	\$ -	\$ 50.50	\$ 5.61	\$ 56.11		\$ 56.11
CDI - Tip Fee plus FF/City Fees																	
OTHER FEES:																	
Bin Exchange		\$ 38.10	\$ -	\$ 4.23	\$ 42.33		\$ 42.33	\$ 1.18	\$ -	\$ 0.13	\$ 1.31	\$ 39.28	\$ -	\$ 4.36	\$ 43.64		\$ 43.64
Lock Fees		\$ 8.09	\$ -	\$ 0.90	\$ 8.99		\$ 8.99	\$ 0.25	\$ -	\$ 0.03	\$ 0.28	\$ 8.34	\$ -	\$ 0.93	\$ 9.27		\$ 9.27
Pull Out Fees							\$ -										\$ -
16' - 50' per bin, per number of service days		\$ 3.68	\$ -	\$ 0.40	\$ 4.08		\$ 4.08	\$ 0.11	\$ -	\$ 0.01	\$ 0.12	\$ 3.79	\$ -	\$ 0.41	\$ 4.20		\$ 4.20
51' or more per bin, per number of service days		\$ 4.98	\$ -	\$ 0.55	\$ 5.53		\$ 5.53	\$ 0.15	\$ -	\$ 0.02	\$ 0.17	\$ 5.13	\$ -	\$ 0.57	\$ 5.70		\$ 5.70
Reinstate Fee:		\$ 23.81	\$ -	\$ 2.65	\$ 26.46		\$ 26.46	\$ 0.74	\$ -	\$ 0.08	\$ 0.82	\$ 24.55	\$ -	\$ 2.73	\$ 27.28		\$ 27.28
Late Fee: Minimum \$3 charge on any delinquent account		\$ 2.70	\$ -	\$ 0.30	\$ 3.00		\$ 3.00					\$ 2.70	\$ -	\$ 0.30	\$ 3.00		\$ 3.00
Bulky Items		\$ 26.74	\$ 9.04	\$ 3.97	\$ 39.75		\$ 39.75	\$ 0.83	\$ 0.23	\$ 0.12	\$ 1.18	\$ 27.57	\$ 9.27	\$ 4.09	\$ 40.93		\$ 40.93
Each Addtl Bulky Item		\$ 3.63	\$ 1.23	\$ 0.54	\$ 5.40		\$ 5.40	\$ 0.11	\$ 0.03	\$ 0.02	\$ 0.16	\$ 3.74	\$ 1.26	\$ 0.56	\$ 5.56		\$ 5.56
Recycling Contamination Fee		\$ 30.71	\$ 9.04	\$ 4.42	\$ 44.17		\$ 44.17	\$ 0.95	\$ 0.23	\$ 0.13	\$ 1.31	\$ 31.66	\$ 9.27	\$ 4.55	\$ 45.48		\$ 45.48
Overage Fee		\$ 30.62	\$ 9.04	\$ 4.41	\$ 44.07		\$ 44.07	\$ 0.95	\$ 0.23	\$ 0.13	\$ 1.31	\$ 31.57	\$ 9.27	\$ 4.54	\$ 45.38		\$ 45.38
Cart Delivery Fee		\$ 14.29	\$ -	\$ 1.59	\$ 15.88		\$ 15.88	\$ 0.44	\$ -	\$ 0.05	\$ 0.49	\$ 14.73	\$ -	\$ 1.64	\$ 16.37		\$ 16.37
Extra Pickup All Bin Sizes		\$ 35.81	\$ -	\$ 3.98	\$ 39.79		\$ 39.79	\$ 1.11	\$ -	\$ 0.12	\$ 1.23	\$ 36.92	\$ -	\$ 4.10	\$ 41.02		\$ 41.02

City of Solana Beach
Commercial Rates
Effective July 1st, 2020

RSWA Tip Fee 2019	\$ 49.23
RSWA Tip Fee 2020	\$ 50.50
Change	\$ 1.27
% Change - Tip Fee	<u>2.58%</u>

CPI Consumer Price Index 21/31/2018	267.73
CPI Consumer Price Index 12/31/2019	<u>276.03</u>
Change	<u>8.3</u>
% Change - CPI	<u>3.10%</u>
Cap % 4%	

Description	Frequency per Week	Rates 7.1.2019						Rate Adjustments effective 7.1.19				Rates 7.1.2019					
		Net Operating Expense	Disposal Component	Franchise Fee 10.0%	Customer Total w/o NPDES	NPDES	Customer Total with NPDES	3.10% Net Operating Expense	2.58% Disposal Component	Franchise Fee 10.0%	Customer Total w/o NPDES	Net Operating Expense	Disposal Component	Franchise Fee 10.0%	Customer Total w/o NPDES	NPDES	Customer Total with NPDES
Commercial - Two Yard Bin																	
1		\$ 30.56	\$ 34.29	\$ 7.21	\$ 72.06	\$ 6.83	\$ 78.89	\$ 0.95	\$ 0.89	\$ 0.20	\$ 2.04	\$ 31.51	\$ 35.18	\$ 7.41	\$ 74.10	\$ 6.83	\$ 80.93
2		\$ 53.07	\$ 59.54	\$ 12.52	\$ 125.13	\$ 13.67	\$ 138.80	\$ 1.65	\$ 1.54	\$ 0.35	\$ 3.54	\$ 54.72	\$ 61.08	\$ 12.87	\$ 128.67	\$ 13.67	\$ 142.34
3		\$ 75.45	\$ 84.64	\$ 17.79	\$ 177.88	\$ 20.50	\$ 198.38	\$ 2.34	\$ 2.19	\$ 0.50	\$ 5.03	\$ 77.79	\$ 86.83	\$ 18.29	\$ 182.91	\$ 20.50	\$ 203.41
4		\$ 97.11	\$ 108.93	\$ 22.89	\$ 228.93	\$ 27.34	\$ 256.27	\$ 3.01	\$ 2.81	\$ 0.65	\$ 6.47	\$ 100.12	\$ 111.74	\$ 23.54	\$ 235.40	\$ 27.34	\$ 262.74
5		\$ 120.17	\$ 134.81	\$ 28.33	\$ 283.31	\$ 34.17	\$ 317.48	\$ 3.73	\$ 3.48	\$ 0.80	\$ 8.01	\$ 123.90	\$ 138.29	\$ 29.13	\$ 291.32	\$ 34.17	\$ 325.49
6		\$ 142.61	\$ 159.99	\$ 33.62	\$ 336.22	\$ 41.00	\$ 377.22	\$ 4.42	\$ 4.13	\$ 0.95	\$ 9.50	\$ 147.03	\$ 164.12	\$ 34.57	\$ 345.72	\$ 41.00	\$ 386.72
Commercial - Three Yard Bin																	
1		\$ 45.72	\$ 51.30	\$ 10.79	\$ 107.81	\$ 10.25	\$ 118.06	\$ 1.42	\$ 1.33	\$ 0.31	\$ 3.06	\$ 47.14	\$ 52.63	\$ 11.10	\$ 110.87	\$ 10.25	\$ 121.12
2		\$ 79.32	\$ 88.98	\$ 18.70	\$ 187.00	\$ 20.50	\$ 207.50	\$ 2.46	\$ 2.30	\$ 0.53	\$ 5.29	\$ 81.78	\$ 91.28	\$ 19.23	\$ 192.29	\$ 20.50	\$ 212.79
3		\$ 113.92	\$ 127.80	\$ 26.86	\$ 268.58	\$ 30.75	\$ 299.33	\$ 3.53	\$ 3.30	\$ 0.76	\$ 7.59	\$ 117.45	\$ 131.10	\$ 27.62	\$ 276.17	\$ 30.75	\$ 306.92
4		\$ 146.47	\$ 164.33	\$ 34.53	\$ 345.33	\$ 41.00	\$ 386.33	\$ 4.54	\$ 4.25	\$ 0.98	\$ 9.77	\$ 151.01	\$ 168.58	\$ 35.51	\$ 355.10	\$ 41.00	\$ 396.10
5		\$ 179.99	\$ 201.92	\$ 42.44	\$ 424.35	\$ 51.26	\$ 475.61	\$ 5.58	\$ 5.22	\$ 1.20	\$ 12.00	\$ 185.57	\$ 207.14	\$ 43.64	\$ 436.35	\$ 51.26	\$ 487.61
6		\$ 213.47	\$ 239.48	\$ 50.33	\$ 503.28	\$ 61.51	\$ 564.79	\$ 6.62	\$ 6.19	\$ 1.42	\$ 14.23	\$ 220.09	\$ 246.67	\$ 51.75	\$ 517.51	\$ 61.51	\$ 579.02
Commercial - Four Yard Bin																	
1		\$ 60.80	\$ 68.21	\$ 14.33	\$ 143.34	\$ 13.67	\$ 157.01	\$ 1.88	\$ 1.76	\$ 0.40	\$ 4.04	\$ 62.68	\$ 69.97	\$ 14.73	\$ 147.38	\$ 13.67	\$ 161.05
2		\$ 105.61	\$ 118.47	\$ 24.90	\$ 248.98	\$ 27.34	\$ 276.32	\$ 3.27	\$ 3.06	\$ 0.70	\$ 7.03	\$ 108.88	\$ 121.53	\$ 25.60	\$ 256.01	\$ 27.34	\$ 283.35
3		\$ 150.41	\$ 168.74	\$ 35.46	\$ 354.61	\$ 41.00	\$ 395.61	\$ 4.66	\$ 4.36	\$ 1.00	\$ 10.02	\$ 155.07	\$ 173.10	\$ 36.46	\$ 364.63	\$ 41.00	\$ 405.63
4		\$ 195.11	\$ 218.88	\$ 46.00	\$ 459.99	\$ 54.67	\$ 514.66	\$ 6.05	\$ 5.65	\$ 1.30	\$ 13.00	\$ 201.16	\$ 224.53	\$ 47.30	\$ 472.99	\$ 54.67	\$ 527.66
5		\$ 239.83	\$ 269.05	\$ 56.54	\$ 565.42	\$ 68.34	\$ 633.76	\$ 7.44	\$ 6.95	\$ 1.60	\$ 15.99	\$ 247.27	\$ 276.00	\$ 58.14	\$ 581.41	\$ 68.34	\$ 649.75
6		\$ 284.44	\$ 319.09	\$ 67.06	\$ 670.59	\$ 82.01	\$ 752.60	\$ 8.82	\$ 8.24	\$ 1.90	\$ 18.96	\$ 293.26	\$ 327.33	\$ 68.96	\$ 689.55	\$ 82.01	\$ 771.56
Commercial - Five Yard Bin																	
1		\$ 75.83	\$ 85.07	\$ 17.87	\$ 178.77	\$ 17.09	\$ 195.86	\$ 2.35	\$ 2.20	\$ 0.51	\$ 5.06	\$ 78.18	\$ 87.27	\$ 18.38	\$ 183.83	\$ 17.09	\$ 200.92
2		\$ 131.86	\$ 147.93	\$ 31.08	\$ 310.87	\$ 34.17	\$ 345.04	\$ 4.09	\$ 3.82	\$ 0.88	\$ 8.79	\$ 135.95	\$ 151.75	\$ 31.96	\$ 319.66	\$ 34.17	\$ 353.83
3		\$ 187.86	\$ 210.74	\$ 44.29	\$ 442.89	\$ 51.26	\$ 494.15	\$ 5.82	\$ 5.44	\$ 1.25	\$ 12.51	\$ 193.68	\$ 216.18	\$ 45.54	\$ 455.40	\$ 51.26	\$ 506.66
4		\$ 275.31	\$ 308.86	\$ 64.91	\$ 649.08	\$ 68.34	\$ 717.42	\$ 8.53	\$ 7.98	\$ 1.83	\$ 18.34	\$ 283.84	\$ 316.84	\$ 66.74	\$ 667.42	\$ 68.34	\$ 735.76
5		\$ 299.68	\$ 336.20	\$ 70.65	\$ 706.53	\$ 85.43	\$ 791.96	\$ 9.29	\$ 8.68	\$ 2.00	\$ 19.97	\$ 308.97	\$ 344.88	\$ 72.65	\$ 726.50	\$ 85.43	\$ 811.93
6		\$ 356.06	\$ 399.45	\$ 83.95	\$ 839.46	\$ 102.51	\$ 941.97	\$ 11.04	\$ 10.32	\$ 2.37	\$ 23.73	\$ 367.10	\$ 409.77	\$ 86.32	\$ 863.19	\$ 102.51	\$ 965.70

City of Solana Beach
Commercial Rates
Effective July 1st, 2020

RSWA Tip Fee 2019	\$ 49.23
RSWA Tip Fee 2020	\$ 50.50
Change	\$ 1.27
% Change - Tip Fee	<u>2.58%</u>

CPI Consumer Price Index 21/31/2018	267.73
CPI Consumer Price Index 12/31/2019	<u>276.03</u>
Change	<u>8.3</u>
% Change - CPI	<u>3.10%</u>
Cap % 4%	

Description	Frequency per Week	Rates 7.1.2019						Rate Adjustments effective 7.1.19				Rates 7.1.2019					
		Net Operating Expense	Disposal Component	Franchise Fee 10.0%	Customer Total w/o NPDES	NPDES	Customer Total with NPDES	3.10% Net Operating Expense	2.58% Disposal Component	Franchise Fee 10.0%	Customer Total w/o NPDES	Net Operating Expense	Disposal Component	Franchise Fee 10.0%	Customer Total w/o NPDES	NPDES	Customer Total with NPDES
Commercial Rates																	
Recycle - Two Yard Bin																	
	1	\$ 38.94	\$ -	\$ 4.33	\$ 43.27	\$ 6.83	\$ 50.10	\$ 1.21	\$ -	\$ 0.13	\$ 1.34	\$ 40.15	\$ -	\$ 4.46	\$ 44.61	\$ 6.83	\$ 51.44
	2	\$ 71.32	\$ -	\$ 7.93	\$ 79.25	\$ 13.67	\$ 92.92	\$ 2.21	\$ -	\$ 0.25	\$ 2.46	\$ 73.53	\$ -	\$ 8.18	\$ 81.71	\$ 13.67	\$ 95.38
	3	\$ 103.25	\$ -	\$ 11.47	\$ 114.72	\$ 20.50	\$ 135.22	\$ 3.20	\$ -	\$ 0.36	\$ 3.56	\$ 106.45	\$ -	\$ 11.83	\$ 118.28	\$ 20.50	\$ 138.78
	4	\$ 135.20	\$ -	\$ 15.03	\$ 150.23	\$ 27.34	\$ 177.57	\$ 4.19	\$ -	\$ 0.47	\$ 4.66	\$ 139.39	\$ -	\$ 15.50	\$ 154.89	\$ 27.34	\$ 182.23
	5	\$ 167.14	\$ -	\$ 18.58	\$ 185.72	\$ 34.17	\$ 219.89	\$ 5.18	\$ -	\$ 0.58	\$ 5.76	\$ 172.32	\$ -	\$ 19.16	\$ 191.48	\$ 34.17	\$ 225.65
Recycle - Three Yard Bin																	
	1	\$ 47.05	\$ -	\$ 5.23	\$ 52.28	\$ 10.25	\$ 62.53	\$ 1.46	\$ -	\$ 0.16	\$ 1.62	\$ 48.51	\$ -	\$ 5.39	\$ 53.90	\$ 10.25	\$ 64.15
	2	\$ 85.39	\$ -	\$ 9.49	\$ 94.88	\$ 20.50	\$ 115.38	\$ 2.65	\$ -	\$ 0.29	\$ 2.94	\$ 88.04	\$ -	\$ 9.78	\$ 97.82	\$ 20.50	\$ 118.32
	3	\$ 123.70	\$ -	\$ 13.75	\$ 137.45	\$ 30.75	\$ 168.20	\$ 3.83	\$ -	\$ 0.43	\$ 4.26	\$ 127.53	\$ -	\$ 14.18	\$ 141.71	\$ 30.75	\$ 172.46
	4	\$ 162.00	\$ -	\$ 18.01	\$ 180.01	\$ 41.00	\$ 221.01	\$ 5.02	\$ -	\$ 0.56	\$ 5.58	\$ 167.02	\$ -	\$ 18.57	\$ 185.59	\$ 41.00	\$ 226.59
	5	\$ 200.33	\$ -	\$ 22.26	\$ 222.59	\$ 51.26	\$ 273.85	\$ 6.21	\$ -	\$ 0.69	\$ 6.90	\$ 206.54	\$ -	\$ 22.95	\$ 229.49	\$ 51.26	\$ 280.75
Recycle - Four Yard Bin																	
	1	\$ 52.17	\$ -	\$ 5.80	\$ 57.97	\$ 13.67	\$ 71.64	\$ 1.82	\$ -	\$ 0.18	\$ 1.80	\$ 53.79	\$ -	\$ 5.98	\$ 59.77	\$ 13.67	\$ 73.44
	2	\$ 96.88	\$ -	\$ 10.76	\$ 107.64	\$ 27.34	\$ 134.98	\$ 3.00	\$ -	\$ 0.33	\$ 3.33	\$ 99.88	\$ -	\$ 11.09	\$ 110.97	\$ 27.34	\$ 138.31
	3	\$ 141.60	\$ -	\$ 15.73	\$ 157.33	\$ 41.00	\$ 198.33	\$ 4.39	\$ -	\$ 0.49	\$ 4.88	\$ 145.99	\$ -	\$ 16.22	\$ 162.21	\$ 41.00	\$ 203.21
	4	\$ 186.30	\$ -	\$ 20.70	\$ 207.00	\$ 54.67	\$ 261.67	\$ 5.78	\$ -	\$ 0.64	\$ 6.42	\$ 192.08	\$ -	\$ 21.34	\$ 213.42	\$ 54.67	\$ 268.09
	5	\$ 231.02	\$ -	\$ 25.67	\$ 256.69	\$ 68.34	\$ 325.03	\$ 7.16	\$ -	\$ 0.80	\$ 7.96	\$ 238.18	\$ -	\$ 26.47	\$ 264.65	\$ 68.34	\$ 332.99
Recycle - Five Yard Bin																	
	1	\$ 58.56	\$ -	\$ 6.51	\$ 65.07	\$ 17.09	\$ 82.16	\$ 1.82	\$ -	\$ 0.20	\$ 2.02	\$ 60.38	\$ -	\$ 6.71	\$ 67.09	\$ 17.09	\$ 84.18
	2	\$ 109.66	\$ -	\$ 12.18	\$ 121.84	\$ 34.17	\$ 156.01	\$ 3.40	\$ -	\$ 0.38	\$ 3.78	\$ 113.06	\$ -	\$ 12.56	\$ 125.62	\$ 34.17	\$ 159.79
	3	\$ 160.75	\$ -	\$ 17.86	\$ 178.61	\$ 51.26	\$ 229.87	\$ 4.98	\$ -	\$ 0.55	\$ 5.53	\$ 165.73	\$ -	\$ 18.41	\$ 184.14	\$ 51.26	\$ 235.40
	4	\$ 211.85	\$ -	\$ 23.54	\$ 235.39	\$ 68.34	\$ 303.73	\$ 6.57	\$ -	\$ 0.73	\$ 7.30	\$ 218.42	\$ -	\$ 24.27	\$ 242.69	\$ 68.34	\$ 311.03
	5	\$ 262.95	\$ -	\$ 29.21	\$ 292.16	\$ 85.43	\$ 377.59	\$ 8.15	\$ -	\$ 0.91	\$ 9.06	\$ 271.10	\$ -	\$ 30.12	\$ 301.22	\$ 85.43	\$ 386.65
Commercial Cardboard Recycling																	
2-Yards																	
	1 x week	\$ 27.09	\$ -	\$ 3.01	\$ 30.10	\$ 6.83	\$ 36.93	\$ 0.84	\$ -	\$ 0.09	\$ 0.93	\$ 27.93	\$ -	\$ 3.10	\$ 31.03	\$ 6.83	\$ 37.86
3-Yards																	
	1 x week	\$ 40.61	\$ -	\$ 4.51	\$ 45.12	\$ 10.25	\$ 55.37	\$ 1.26	\$ -	\$ 0.14	\$ 1.40	\$ 41.87	\$ -	\$ 4.65	\$ 46.52	\$ 10.25	\$ 56.77
4-Yards																	
	1 x week	\$ 54.13	\$ -	\$ 6.02	\$ 60.15	\$ 13.67	\$ 73.82	\$ 1.68	\$ -	\$ 0.19	\$ 1.87	\$ 55.81	\$ -	\$ 6.21	\$ 62.02	\$ 13.67	\$ 75.69
5-Yards																	
	1 x week	\$ 67.87	\$ -	\$ 7.54	\$ 75.41	\$ 17.09	\$ 92.50	\$ 2.10	\$ -	\$ 0.23	\$ 2.33	\$ 69.97	\$ -	\$ 7.77	\$ 77.74	\$ 17.09	\$ 94.83

City of Solana Beach
Commercial Rates
Effective July 1st, 2020

RSWA Tip Fee 2019	\$ 49.23
RSWA Tip Fee 2020	\$ 50.50
Change	\$ 1.27
% Change - Tip Fee	<u>2.58%</u>

CPI Consumer Price Index 21/31/2018	267.73
CPI Consumer Price Index 12/31/2019	<u>276.03</u>
Change	<u>8.3</u>
% Change - CPI	<u>3.10%</u>
Cap % 4%	

Description	Frequency per Week	Rates 7.1.2019						Rate Adjustments effective 7.1.19				Rates 7.1.2019					
		Net Operating Expense	Disposal Component	Franchise Fee 10.0%	Customer Total w/o NPDES	NPDES	Customer Total with NPDES	3.10% Net Operating Expense	2.58% Disposal Component	Franchise Fee 10.0%	Customer Total w/o NPDES	Net Operating Expense	Disposal Component	Franchise Fee 10.0%	Customer Total w/o NPDES	NPDES	Customer Total with NPDES
OTHER FEES:																	
Bin Exchange		\$ 38.10	\$ -	\$ 4.23	\$ 42.33	\$ -	\$ 42.33	\$ 1.18	\$ -	\$ 0.13	\$ 1.31	\$ 39.28	\$ -	\$ 4.36	\$ 43.64	\$ -	\$ 43.64
Lock Fees		\$ 8.09	\$ -	\$ 0.90	\$ 8.99	\$ -	\$ 8.99	\$ 0.25	\$ -	\$ 0.03	\$ 0.28	\$ 8.34	\$ -	\$ 0.93	\$ 9.27	\$ -	\$ 9.27
Pull Out Fees																	
16' - 50' per bin, per number of service days		\$ 3.68	\$ -	\$ 0.40	\$ 4.08	\$ -	\$ 4.08	\$ 0.11	\$ -	\$ 0.01	\$ 0.12	\$ 3.79	\$ -	\$ 0.41	\$ 4.20	\$ -	\$ 4.20
51' or more per bin, per number of service day		\$ 4.98	\$ -	\$ 0.55	\$ 5.53	\$ -	\$ 5.53	\$ 0.15	\$ -	\$ 0.02	\$ 0.17	\$ 5.13	\$ -	\$ 0.57	\$ 5.70	\$ -	\$ 5.70
Reinstate Fee:		\$ 23.81	\$ -	\$ 2.65	\$ 26.46	\$ -	\$ 26.46	\$ 0.74	\$ -	\$ 0.08	\$ 0.82	\$ 24.55	\$ -	\$ 2.73	\$ 27.28	\$ -	\$ 27.28
Late Fee: Minimum \$3 charge on any delinquent account																	
		\$ 2.70	\$ -	\$ 0.30	\$ 3.00	\$ -	\$ 3.00					\$ 2.70	\$ -	\$ 0.30	\$ 3.00	\$ -	\$ 3.00
Bulky Items		\$ 26.74	\$ 9.04	\$ 3.97	\$ 39.75	\$ -	\$ 39.75	\$ 0.83	\$ 0.23	\$ 0.12	\$ 1.18	\$ 27.57	\$ 9.27	\$ 4.09	\$ 40.93	\$ -	\$ 40.93
Each Addtl Bulky Item		\$ 3.63	\$ 1.23	\$ 0.54	\$ 5.40	\$ -	\$ 5.40	\$ 0.11	\$ 0.03	\$ 0.02	\$ 0.16	\$ 3.74	\$ 1.26	\$ 0.56	\$ 5.56	\$ -	\$ 5.56
Recycling Contamination Fee		\$ 30.71	\$ 9.04	\$ 4.42	\$ 44.17	\$ -	\$ 44.17	\$ 0.95	\$ 0.23	\$ 0.13	\$ 1.31	\$ 31.66	\$ 9.27	\$ 4.55	\$ 45.48	\$ -	\$ 45.48
Overage Fee		\$ 30.62	\$ 9.04	\$ 4.41	\$ 44.07	\$ -	\$ 44.07	\$ 0.95	\$ 0.23	\$ 0.13	\$ 1.31	\$ 31.57	\$ 9.27	\$ 4.54	\$ 45.38	\$ -	\$ 45.38
Cart Delivery Fee		\$ 14.29	\$ -	\$ 1.59	\$ 15.88	\$ -	\$ 15.88	\$ 0.44	\$ -	\$ 0.05	\$ 0.49	\$ 14.73	\$ -	\$ 1.64	\$ 16.37	\$ -	\$ 16.37
Extra Pickup All Bin Sizes		\$ 35.81	\$ -	\$ 3.98	\$ 39.79	\$ -	\$ 39.79	\$ 1.11	\$ -	\$ 0.12	\$ 1.23	\$ 36.92	\$ -	\$ 4.10	\$ 41.02	\$ -	\$ 41.02

City of Solana Beach
Anaerobic Digestion of Greenwaste & Foodwaste
Effective July 1st, 2020

CPI Consumer Price Index 21/31/2018	267.73
CPI Consumer Price Index 12/31/2019	276.03
Change	8.3
% Change - CPI	3.10%

7/1/19 Approved Rates

Residential Commingled Organics

Residential Single Family \$ 3.02 per month

Commercial Commingled Organics

1st Container

Size	Frequency			Extra Pickup
	1	2	3	
Cart (65 gl)	\$ 87.02	\$ 174.03	\$ 261.05	\$ 34.81
Cart (96 gl)	\$ 98.14	\$ 196.28	\$ 294.43	\$ 39.26
2 CY	\$ 159.17	\$ 318.34	\$ 477.50	\$ 63.67

Each Additional Container

Size	Frequency		
	1	2	3
Cart (65 gl)	\$ 82.67	\$ 165.33	\$ 248.00
Cart (96 gl)	\$ 93.23	\$ 186.47	\$ 279.70
2 CY	\$ 151.21	\$ 302.42	\$ 453.63

7/1/20 Proposed CPI -adjusted Rates

Residential Commingled Organics

Residential Single Family \$ 3.11 per month

Commercial Commingled Organics

1st Container

Size	Frequency			Extra Pickup
	1	2	3	
Cart (65 gl)	\$ 89.72	\$ 179.43	\$ 269.14	\$ 35.89
Cart (96 gl)	\$ 101.18	\$ 202.36	\$ 303.56	\$ 40.48
2 CY	\$ 164.10	\$ 328.21	\$ 492.30	\$ 65.64

Each Additional Container

Size	Frequency		
	1	2	3
Cart (65 gl)	\$ 85.23	\$ 170.46	\$ 255.68
Cart (96 gl)	\$ 96.13	\$ 192.25	\$ 288.38
2 CY	\$ 155.90	\$ 311.79	\$ 467.69

Series Id: CUURS49ASA0

Not Seasonally Adjusted

Series Title: All items in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted

Area: Los Angeles-Long Beach-Anaheim, CA

Item: All items

Base Period: 1982-84=100

Download:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2009	220.719	221.439	221.376	221.693	222.522	223.906	224.01	224.507	225.226	225.264	224.317	223.643	223.219	221.943	224.495
2010	224.61	224.62	225.483	225.916	226.438	225.877	225.991	226.373	226.048	226.794	225.941	226.639	225.894	225.491	226.298
2011	228.652	229.729	232.241	233.319	233.367	232.328	231.303	231.833	233.022	233.049	232.731	231.567	231.928	231.606	232.251
2012	233.441	234.537	236.941	236.866	237.032	236.025	235.776	237.222	238.104	240.111	237.675	236.042	236.648	235.807	237.488
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.92	239.219	239.611	239.94	238.677	238.742	239.207	239.229	239.185
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.434	242.122	242.746
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632	243.313	245.951
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.7	250.145	251.098	250.185	250.189	249.246	248.309	250.184
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.89	258.883	259.135	259.22	256.21	254.439	257.982
2018	261.235	263.012	264.158	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.56	267.631	265.962	264.195	267.73
2019	269.468	269.608	271.311	273.945	274.479	274.38	274.682	274.579	276.054	278.075	277.239	275.553	274.114	272.199	276.03

CPI Index Change 8.3
CPI % Change 3.10%



Memo

To: James Eggart, General Manager- RSWA
From: Steve South, CEO- EDCO
Date: February 5th 2020
Re: RSWA Rebate Adjustment

As provided on the RSWA contract, attached please find the calculation for this year's Annual Rebate and tip fee adjustments effective 7/1/2020.

The annual rebate will increase from \$274,054.84 to \$283,229.69, for an increase of 3.35%.

Following are the tip fee increases effective 7/1/2020 (there were no increases in 2019);

1. Del Mar, Encinitas, Solana Beach and Vista Tip Fee Calculation.

The current tip fee of \$49.23 per ton will increase 2.58% resulting in an increase of \$1.27 per ton. The new tip fee for these four cities on July 1, 2020 is \$50.50 per ton.

2. National City & Poway

The current tip fee in these two cities of \$44.39 is increase 2.58% resulting in an increase of \$1.15 per ton. The new tip fee for these cities on July 1, 2020 is \$45.54 per ton.

Please let me know if you have any comments or questions.



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 8, 2020
ORIGINATING DEPT: Community Development Department
SUBJECT: **Public Hearing: Request for a DRP and SDP to Construct a First- and Second-Floor Addition and Remodel to an Existing, Single-Story, Single-Family Residence with an Attached Garage and Perform Associated Site Improvements at 1530 Santa Sabina Court (Case # 17-19-11 Applicant: John and Jill Dillard; APN: 263-583-20-00; Resolution No. 2020-105)**

BACKGROUND:

The Applicants, John and Jill Dillard, are requesting City Council approval of a Development Review Permit (DRP) and Structure Development Permit (SDP) to construct a first- and second-story addition and remodel to an existing two-story, single-family residence with an attached garage, and perform associated site improvements. The 9,973 square foot lot is located at 1530 Santa Sabina Court and is within both the Low-Medium Residential (LMR) Zone and the Hillside Overlay Zone (HOZ).

The Applicants propose aggregate grading in the amounts of 49 cubic yards of cut and export. The maximum building height is proposed at 24.69 feet above the existing and proposed grade with the highest story pole measured to 281.61 feet above mean sea level (MSL). The project meets three thresholds for the requirement of a DRP, including: 1) development within the HOZ; 2) construction in excess of 60 percent of the maximum allowable floor area; and 3) construction of a second story that exceeds 35% of the floor area of the first floor. The project requires a SDP because the proposed development exceeds 16 feet in height above the existing grade.

The issue before the Council is whether to approve, approve with conditions, or deny the Applicants' request as contained in Resolution 2020-105 (Attachment 1).

DISCUSSION:

The subject property is located on the northwest side of Santa Sabina Court. The 9,973

CITY COUNCIL ACTION:

square-foot lot is a rectangular shaped lot, fronting on Santa Sabina Court to the southeast, with residential properties to the north, and west.

The topography of the subject site slopes down from Santa Sabina Court to the rear of the property with an approximately 2-foot grade differential. The front yard is relatively flat and the finished floor of the existing garage and residence are at the same elevation of the street. A portion of the rear yard, located west of the residence is within the Hillside Overlay Zone (HOZ) where the grade drops dramatically towards the rear property line. No grading is proposed in the HOZ or on slopes that exceed 25%.

The lot is currently developed with a 1,926 square foot two-story, single-family residence and a 432 square foot attached garage. The Applicants propose to add 679 square feet to the first floor, 739 square feet to the second floor, and demolish 18 square feet of the existing garage. A single-family residence is required to provide two off-street parking spaces pursuant to Solana Beach Municipal Code (SBMC) Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM). The proposed 18 square foot garage demolition will result in a 414 square foot garage and allow for two conforming parking spaces. Since the parking spaces provided in the proposed garage would comply with the OSPDM, the project would qualify for a 400 square foot floor area exemption. Therefore, the total proposed floor area would be 3,358 square feet. The maximum allowable floor area for the property is 4,492 square feet, pursuant to SBMC Section 17.20.030(F). The maximum proposed building height would be 24.69 feet above existing grade. The project would also include associated site improvements including grading, a covered patio, trellis, water feature, fire pit and landscaping. The project plans are provided in Attachment 2.

Table 1			
LOT INFORMATION			
Property Address:	1530 Santa Sabina Court	Zoning Designation:	LMRc (4 du/ac)
Lot Size (Net):	9,973 ft ²	# of Units Allowed:	1 Dwelling Unit/1 ADU
Max. Allowable Floor Area:	4,492 ft ²	# of Units Requested:	1 Dwelling Unit
Proposed Floor Area:	3,358 ft ²	Setbacks:	Required Proposed
Below Max. Floor Area by:	1,134 ft ²	Front (E)	25 ft. 25.00 ft.
Max. Allowable Height:	25 ft.	Interior Side (N)	10 ft. 10.04 ft.
Max. Proposed Height:	24.69 ft.	Interior Side (S)	10 ft. 10.00 ft.
Highest Point/Ridge:	281.61 MSL	Rear (W)	25 ft.* 72.04 ft.
Overlay Zone(s):	HOZ	*15 ft. from the top of an inland bluff	
PROPOSED PROJECT INFORMATION			
Floor Area Breakdown:		Required Permits:	
Existing First Floor:	1,162 ft ²	DRP: A DRP is required for development within the HOZ, a structure that exceeds 60% of the maximum allowable floor area, and a second story that exceeds 35% of the first floor. SDP: A SDP is required for a new structure that exceeds 16 feet in height from the existing grade.	
Proposed First Floor Addition:	679 ft ²		
Existing Second Floor:	764 ft ²		
Proposed Second Floor Addition:	739 ft ²		
Existing Garage:	432 ft ²		
Proposed Garage Demolition:	-18 ft ²		
Subtotal:	3,758 ft ²		
Off Street Parking Exemption:	- 400 ft ²		
Total Floor Area:	3,358 ft²		
Proposed Grading: 49 cubic yards of cut			
Proposed Parking: 2-Car Attached Garage		Existing Development:	
Proposed Fences and Walls: Yes		Two-story, single-family residence with an attached garage	
Proposed Accessory Dwelling Unit: No			
Proposed Accessory Structure: No			

Development Review Permit Compliance (SBMC Section 17.68.40):

A DRP is required for the following reasons: 1) development within the HOZ; 2) for construction of a residence in excess of 60% of the maximum allowable floor area; and 3) the construction of a second story that exceeds 35% of the first level floor area.

In addition to meeting zoning requirements, the project must also be found in compliance with development review criteria. The following is a list of the development review criteria topics:

1. Relationship with Adjacent Land Uses
2. Building and Structure Placement
3. Landscaping
4. Roads, Pedestrian Walkways, Parking, and Storage Areas
5. Grading
6. Lighting
7. Usable Open Space

The following is a discussion of the findings for a DRP as each applies to the proposed project as well as references to recommended conditions of approval contained in Resolution 2020-105. The Council may approve, or conditionally approve, a DRP only if all of the findings listed below can be made:

1. The proposed development is consistent with the general plan and all applicable requirements of the zoning ordinance including special regulations, overlay zones, and specific plans.
2. The proposed development complies with the development review criteria.
3. All required permits and approvals issued by the city, including variances, conditional use permits, comprehensive sign plans, and coastal development permits have been obtained prior to or concurrently with the development review permit.
4. If the development project also requires a permit or approval to be issued by a state or federal agency, the city council may conditionally approve the development review permit upon the Applicant obtaining the required permit or approval from the other agency.

If the above findings cannot be made, the Council shall deny the DRP.

In addition to meeting zoning requirements, the project must also be found in compliance with development review criteria. The following is a discussion of the applicable development review criteria as they relate to the proposed project.

Relationship with Adjacent Land Uses:

The property is located within the LMR Zone. The surrounding neighborhood consists of a mix of properties that are one- and two-story single-family residences. The project site is currently developed with a two-story, single-family residence and an attached garage. The Applicants propose to construct additions and remodel both the first- and second-story.

As designed, the project is consistent with the permitted uses for the LMR Zone as described in Solana Beach Municipal Code (SBMC) Sections 17.20.010 and 17.12.020, which permits one single-family residence. The property is designated Low-Medium Density Residential in the General Plan and intended for single-family residential development with a maximum density of four (4) dwelling units per acre. The proposed development could be found to be consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

The property is not located within any of the City's Specific Plan areas; however, it is located within the boundaries of the Hillside Overlay Zone (HOZ) and within the Coastal

Zone. The project has been evaluated, and could be found to be in conformance with the regulations of the HOZ.

Building and Structure Placement:

The site is currently developed with a 1,926 square-foot, two-story, single-family residence and a 432 square-foot attached garage located on a flat building pad at approximately the same elevation as the street. The Applicants propose to add 679 square feet to the first floor and 739 square feet to the second floor, and demolish 18 square feet of the existing garage. The garage is located towards the southeast corner of the lot and would be accessed from Santa Sabina Court.

The LMR Zone requires 25-foot front and rear yard setbacks, and 10-foot interior side yard and street side-yard setbacks. The first- and second-story additions are proposed to be located within the buildable area. The proposed residence is set back 25 feet from the front property line, 10.04 feet from the north interior side property line, 10 feet from the south interior side property line, and 72.04 feet from the rear property line. The northern portion of the lot consists of a significant slope that is located within the Hillside Overlay Zone. The slope also qualifies as an Inland Bluff in that it is over 20 feet in height and has an average inclination of 1.25 feet horizontal to one foot vertical or steeper. According to SBMC Sections 17.20.030(E)(1)(a) and 17.20.040(E)(3), structures are required to have a minimum setback of 15 feet from the top edge of an inland bluff and accessory structures such as decks with a floor height less than 30 inches can be within 5 feet of the top edge of an inland bluff. As designed, the proposed additions comply with the additional setback regulations.

The 3,344 square-foot residence will consist of a living room, dining room, kitchen, guest bedroom, and two bathrooms on the first floor and a master suite, two bedrooms, two bathrooms, media room and laundry room on the second floor. The proposed development also includes a covered patio, trellis, water feature, fire pit and landscaping.

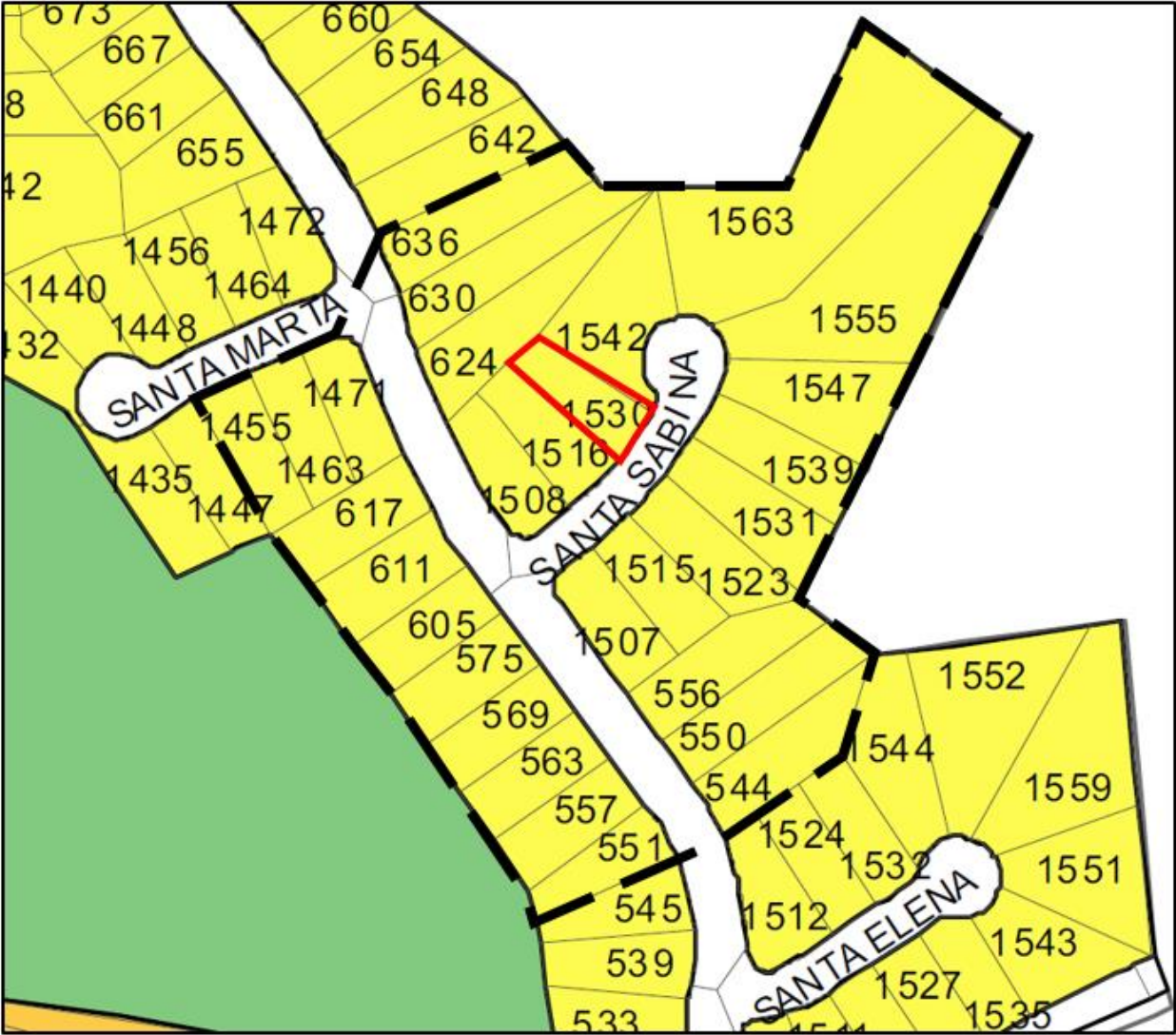
The SBMC parking regulations require two (2) off-street parking spaces, 9' x 19' clear, per single-family residence. The SBMC indicates that when required spaces are provided in a garage, up to 200 square feet of floor area is exempted for each required space. As designed, the proposed residence would provide two (2) parking spaces; therefore, the project is afforded a 400 square-foot exemption, and the total proposed floor area would be 3,358 square feet, which is 1,134 square feet under the maximum allowable floor area for the 9,662 square-foot lot pursuant to SBMC Section 17.20.030(F). The maximum floor area calculation for this project is as follows:

0.600 for first 5,000 ft ²	3,000 ft ²
0.300 for 5,001 – 20,000 ft ²	1,492 ft ²
Total Allowable Floor Area:	4,492 ft²

The proposed project, as designed, meets the minimum required front-, interior side- and rear-yard setbacks and is 1,134 square feet under the maximum allowable floor area for the property.

Neighborhood Comparison:

Staff compared the proposed project to 28 other properties within the Santa Sabina Court, San Mario Drive, and Santa Marta Court neighborhood as shown on the following map:



The properties evaluated in this comparison are located in the LMR Zone. The existing homes range in size from 1,295 square feet to 4,670 square feet, according to the County Assessor records. It should be noted that the County Assessor does not include the garage in the total square footage. Accordingly, the building area of the proposed project has been calculated for comparison purposes by deleting the area of the existing and proposed garages as follows:

Project Gross Building Area:	3,758 ft ²
Delete Garage:	- 414 ft ²
Project Area for Comparison to Assessor's Data:	3,344 ft ²

Table 2 is based upon the County Assessor’s data and SanGIS data. It contains neighboring lot sizes, the square footage of existing development and the maximum allowable square footage for potential development on each lot

Table 2						
#	Property Address	Lot Size in ft2 (GIS)	Existing ft2 Onsite (Assessor’s)	Proposed / Recently Approved ft2	Max Allowable ft2	Zone
1	1455 SANTA MARTA CT	10,800	2,268		4,740	LMR
2	1463 SANTA MARTA CT	10,700	2,609		4,710	LMR
3	1471 SANTA MARTA CT	9,800	1,607		4,440	LMR
4	544 SAN MARIO DR	15,200	2,832		6,060	LMR
5	550 SAN MARIO DR	15,400	1,607		6,120	LMR
6	556 SAN MARIO DR	14,100	1,295		5,730	LMR
7	1507 SANTA SABINA CT	12,000	2,806		5,100	LMR
8	1515 SANTA SABINA CT	10,700	2,819		4,710	LMR
9	1523 SANTA SABINA CT	13,572	2,156		5,572	LMR
10	1531 SANTA SABINA CT	14,600	1,525		5,880	LMR
11	1539 SANTA SABINA CT	13,800	1,607		5,640	LMR
12	1547 SANTA SABINA CT	17,600	3,301		6,780	LMR
13	1555 SANTA SABINA CT	45,302	4,670		11,295	LMR
14	1563 SANTA SABINA CT	51,401	2,171		12,210	LMR
15	1542 SANTA SABINA CT	20,000	2,488		7,500	LMR
16	1530 SANTA SABINA CT	9,600	2,268	3,344	4,492	LMR
17	1516 SANTA SABINA CT	10,548	2,268		4,664	LMR
18	1508 SANTA SABINA CT	11,900	1,525		5,070	LMR
19	624 SAN MARIO DR	17,500	2,795		6,750	LMR
20	630 SAN MARIO DR	17,500	2,136		6,750	LMR
21	636 SAN MARIO DR	15,200	2,415		6,060	LMR
22	617 SAN MARIO DR	12,900	2,006		5,370	LMR
23	611 SAN MARIO DR	13,200	2,180		5,460	LMR
24	605 SAN MARIO DR	11,600	2,584		4,980	LMR
25	575 SAN MARIO DR	11,600	3,213		4,980	LMR
26	569 SAN MARIO DR	11,600	2,449		4,980	LMR
27	563 SAN MARIO DR	11,600	1,525		4,981	LMR
28	557 SAN MARIO DR	11,600	2,496		4,980	LMR
29	551 SAN MARIO DR	9,800	2,180		4,440	LMR

Fences, Walls and Retaining Walls:

Within the front yard setback area, the SBMC Section 17.20.040(O) allows fences and walls, or any combination thereof, to be no higher than 42 inches in height as measured from existing grade, except for an additional two feet of fence that is at least 80% open to light. Within the side and rear yard setback areas, SBMC Section 17.20.040(O) allows fences and walls, or any combination thereof, to be no higher than 6 feet in height as measured from existing grade, except for an additional two feet of fence that is at least 50% open to light and air. The proposed fences and walls comply with the requirements of SBMC 17.20.040(O) and 17.60.070(C).

Landscape:

The project is subject to the current water efficient landscaping regulations of SBMC Chapter 17.56. According to SBMC Section 17.56.040, the regulations apply to modified irrigated landscape areas that exceed 500 square feet. The Applicants propose to modify 4,363 square feet of irrigated landscape area.

The Applicants provided a conceptual landscape plan that has been reviewed by the City's third-party landscape architect, who has recommended approval. The Applicants will be required to submit detailed construction landscape drawings that will be reviewed by the City's third-party landscape architect for conformance with the conceptual plan. In addition, the City's third-party landscape architect will perform inspections during the construction phase of the project. A separate condition has been added to require that native or drought-tolerant and non-invasive plant materials and water-conserving irrigation systems are required to be incorporated into the landscaping to the extent feasible.

Parking:

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. The Applicants are proposing to demolish 18 square feet of the existing 432 square-foot garage to create a 414 square-foot garage. SBMC Section 17.08.030 indicates that required parking up to 200 square feet per parking space provided in a garage is exempt from the floor area calculation. Therefore, the garage area of 400 square feet is exempt from the project's floor area calculation.

Grading:

The project proposes 27.4 cubic yards of site grading, and 21.6 cubic yards of grading for footings, for a total aggregate grading of 49 cubic yards.

Lighting:

A condition of project approval is that all new exterior lighting fixtures comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060). All light fixtures shall be shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.

Usable Open Space:

The project consists of the construction of an addition and remodel to a two-story, single-family residence with an attached garage; therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040.

Structure Development Permit Compliance:

The proposed structure exceeds 16 feet in height above the existing grade, therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicants were required to complete the SDP process. The Story Pole Height Certification was certified by a licensed land surveyor on January 21, 2020 showing a maximum building height of 24.69 feet above the existing and proposed grade. Notices were mailed to property owners and occupants within 300 feet of the project site establishing a deadline to file for View Assessment by March 30, 2020. One application for View Assessment was received from Colleen Jantz, property owner of 1516 Santa Sabina Court, located west of the subject property. The View Claimant and Applicant were able to reach an agreement and the View Assessment application was formally withdrawn on June 2, 2020; therefore, if the Council is able to make the required findings to approve the DRP, the SDP would be approved administratively.

As a condition of approval, a height certification prepared by a licensed land surveyor will be required prior to the framing inspection certifying that the maximum height of the proposed addition will not exceed 24.69 feet above the proposed grade or 281.61 feet above MSL, which is the maximum proposed structure height reflected on the project plans.

In conclusion, the proposed project, as conditioned, could be found to be consistent with the Zoning regulations and the General Plan. Staff has prepared draft findings for approval of the project in the attached Resolution 2020-105 for Council's consideration based upon the information in this report. The applicable SBMC sections are provided in italicized text and conditions from the Community Development, Engineering, and Fire Departments are incorporated in the Resolution of Approval. Additionally, as a condition of project approval, the Applicants would be required to obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of a Building Permit. The Council may direct Staff to modify the Resolution to reflect the findings and conditions it deems appropriate as a result of the Public Hearing process. If the Council determines the project is to be denied, Staff will prepare a Resolution of Denial for adoption at a subsequent Council meeting.

Public Hearing Notice:

Notice of the City Council Public Hearing for the project was published in the Union Tribune more than 10 days prior to the public hearing. The same public notice was mailed to property owners and occupants within 300 feet of the proposed project site on June 24, 2020. As of the date of preparation of this Staff Report, Staff has not received any formal correspondence from neighbors or interested parties in support of, or in opposition to, the proposed project.

CEQA COMPLIANCE STATEMENT:

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

FISCAL IMPACT: N/A

WORK PLAN: N/A

OPTIONS:

- Approve Staff recommendation adopting the attached Resolution 2020-105.
- Approve Staff recommendation subject to additional specific conditions necessary for the City Council to make all required findings for the approval of a SDP and DRP.
- Deny the project if all required findings for the DRP cannot be made.

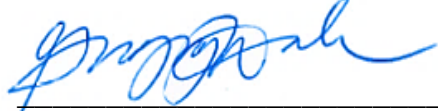
DEPARTMENT RECOMMENDATION:

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

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.
2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt Resolution 2020-105 conditionally approving a DRP and an SDP for a first- and second-story addition and remodel to an existing two-story single-family residence with an attached garage, and perform associated site improvements at 1530 Santa Sabina Court, Solana Beach.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2020-105
2. Project Plans

RESOLUTION 2020-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A DEVELOPMENT REVIEW PERMIT AND AN ADMINISTRATIVE STRUCTURE DEVELOPMENT PERMIT TO CONSTRUCT FIRST- AND SECOND-STORY ADDITION AND REMODEL TO AN EXISTING, TWO-STORY, SINGLE-FAMILY RESIDENCE WITH AN ATTACHED GARAGE AND PERFORM ASSOCIATED SITE IMPROVEMENTS AT 1530 SANTA SABINA COURT, SOLANA BEACH

APPLICANT: John and Jill Dillard
CASE NO.: 17-19-11 DRP/SDP

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

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

WHEREAS, at the Public Hearing on July 8, 2020, the City Council received and considered evidence concerning the proposed application; and

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

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

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

- I. That the foregoing recitations are true and correct.
- II. That the request for a DRP and SDP to construct an addition and remodel an existing two-story single-family residence with an attached garage and perform associated site improvements at 1530 Santa Sabina Court is conditionally approved based upon the following Findings and subject to the following Conditions:
- III. FINDINGS
 - A. In accordance with Section 17.68.040 (Development Review Permit) of the City of Solana Beach Municipal Code, the City Council finds the following:

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

General Plan Consistency: The project, as conditioned, is consistent with the City's General Plan designation of Low-Medium Density Residential in the General Plan and intended for single-family residential development with a maximum density of four (4) dwelling units per acre. The development is also consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

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

The project meets the minimum required front-, street side- and rear-yard setbacks and is below the maximum allowable Floor Area Ratio (FAR) for the property.

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

- a. *Relationship with Adjacent Land Uses: The development shall be designed in a manner compatible with and complementary to existing development in the immediate vicinity of the project site and the surrounding neighborhood. The development as proposed shall also be compatible in scale, apparent bulk, and massing with such existing development in the surrounding neighborhood. Site planning on or near the perimeter of the development shall give consideration to the protection of surrounding areas from potential adverse effects.*

The subject site is located on the northwest side of Santa Sabina Court, east of San Mario Drive within the Low-Medium Residential (LMR) Zone. The surrounding neighborhood consists of a mix of one- and two-story single-family residences. The project site is currently developed with a two-story, single-family residence and attached garage. The Applicants propose to construct a first-floor addition and remodel and a second-floor addition and remodel to an existing, two-story, single-family

residence with an attached garage and perform associated site improvements

As designed, the project is consistent with the permitted uses for the LMR Zone as described in Solana Beach Municipal Code (SBMC) Sections 17.20.010 and 17.12.020, which permits one single-family residence. The property is designated Low-Medium Density Residential in the General Plan and intended for single-family residences developed at a maximum density of four (4) dwelling units per acre. The proposed development could be found to be consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

The property is not located within any of the City's Specific Plan areas; however, it is located within the boundaries of the HOZ and within the Coastal Zone. The project has been evaluated, and is in conformance with, the regulations of the HOZ. As a condition of project approval, the Applicants are required to obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of a Building Permit.

- b. Building and Structure Placement: Buildings and structures shall be sited and designed to minimize adverse impacts on the surrounding properties and designed in a manner which visually and functionally enhance their intended use and complement existing site topography. Multi-family residential buildings shall be sited to avoid crowding and to allow for a functional use of the space between buildings.*

The site is currently developed with a 1,926 square foot two-story, single-family residence and a 432 square foot attached garage located on a flat building pad at relatively the same elevation as the street. The Applicants propose to construct a 679 square foot addition to the first floor, construct a 739 square foot addition to the second floor, and demolish 18 square feet of the existing garage. The garage is located towards the southerly corner of the lot and would be accessed from Santa Sabina Court.

The LMR Zone requires 25-foot front and rear yard setbacks, 5-foot interior side yard setback, and 10-foot street side-yard setback. The first- and second-story additions are proposed to be located within the buildable area. The proposed residence is set back 25 feet from the front property line, 10 feet from the

interior side property line to the south, 10.04 feet from the interior side property line to the north, and 72.04 feet from the rear property line. The northern portion of the lot consists of a significant slope that is located within the Hillside Overlay Zone. The slope also qualifies as an Inland Bluff in that it is over 20 feet in height and has an average inclination of 1.25 feet horizontal to one foot vertical or steeper. According to SBMC Sections 17.20.030(E)(1)(a) and 17.20.040(E)(3), structures are required to have a minimum setback of 15 feet from the top edge of an inland bluff and accessory structures such as decks with a floor height less than 30 inches can be within 5 feet of the top edge of an inland bluff. As designed, the proposed additions comply with the additional setback regulations.

The 3,344 square-foot residence will consist of a living room, family room, dining room, kitchen, bedroom, and two bathrooms on the first floor and a master suite, two bedrooms, two bathrooms, on the second floor. The proposal includes three decks off the second floor. The proposed development also includes a patio trellis, pool and spa, and landscaping.

The SBMC parking regulations require two off-street parking spaces, 9' x 19' clear, per single-family residence. The SBMC indicates that when required spaces are provided in a garage, up to 200 square feet of floor area is exempted for each required space. As designed, the proposed residence would provide two parking spaces; therefore, the project is afforded a 400 square-foot exemption, and the total proposed floor area would be 3,358 square feet, which is equal to the maximum allowable floor area for the 9,973 square-foot lot pursuant to SBMC Section 17.20.030(F). The maximum floor area calculation for this project is as follows:

0.600 for first 5,000 ft ²	3,000 ft ²
0.300 for 5,001 – 20,000 ft ²	1,492 ft ²
Total Allowable Floor Area:	4,492 ft ²

The proposed project, as designed, meets the minimum required front-, street side- and rear-yard setbacks and is at the maximum allowable floor area for the property.

- c. *Landscaping: The removal of significant native vegetation shall be minimized. Replacement vegetation and landscaping shall be compatible with the vegetation of the surrounding area. To the maximum extent practicable, landscaping and plantings shall be used to screen parking areas, storage areas, access roads, and other service uses of the site. Trees and other large plantings shall not obstruct significant views when installed or at maturity.*

Drought tolerant plant materials and water conserving irrigation systems shall be incorporated into all landscaping plans.

The project is subject to the current water efficient landscaping regulations of SBMC Chapter 17.56. According to SBMC Section 17.56.040, the regulations apply to modified irrigated landscape areas that exceed 500 square feet. The Applicant proposes to modify 4,363 square feet of irrigated landscape area.

The Applicants provided a conceptual landscape plan that has been reviewed by the City's third-party landscape architect, who has recommended approval. The Applicants will be required to submit detailed construction landscape drawings that will be reviewed by the City's third-party landscape architect for conformance with the conceptual plan. In addition, the City's third-party landscape architect will perform inspections during the construction phase of the project. A separate condition has been added to require that native or drought-tolerant and non-invasive plant materials and water-conserving irrigation systems are required to be incorporated into the landscaping to the extent feasible.

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

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. The existing 432 square-foot garage will be reduced by 18 square feet to create a 414 square foot, two-car garage. SBMC Section 17.08.030 indicates that required parking up to 200 square feet per parking space provided in a garage is exempt from the floor area calculation. Therefore, the garage area of 400 square feet is exempt from the project's floor area calculation.

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

be landscaped with native or naturalized non-native vegetation and existing erosion problems shall be corrected.

The project proposes 27.4 cubic yards of site grading, and 21.6 cubic yards of grading for footings, for a total aggregate grading of 49 cubic yards.

- f. Lighting: Light fixtures for walkways, parking areas, driveways, and other facilities shall be provided in sufficient number and at proper locations to assure safe and convenient nighttime use. All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding areas per SBMC 17.60.060 (Exterior Lighting Regulations).*

All new exterior lighting fixtures shall comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060). All light fixtures shall be shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.

- g. Usable Open Space: Recreational facilities proposed within required usable open space shall be located and designed to maintain essential open space values.*

The project consists of the construction of an addition to an existing single-family residence; therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040.

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

All required permits are being processed concurrently with the Development Review Permit.

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

The Applicants shall obtain approval from the California Coastal Commission prior to issuance of Building Permits.

- B. In accordance with Section 17.63.040 (Structure Development Permit) of the Solana Beach Municipal Code, the City Council finds the following:

The proposed structure exceeds 16 feet in height above the existing grade, therefore, the project shall comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicants were required to complete the SDP process. The Story Pole Height Certification was certified by a licensed land surveyor on January 21, 2020 showing a maximum building height of 24.69 feet above the existing and proposed grade and the tallest story poles (SP #8, #13, #14 & #18) certified at 281.61 MSL. Notices were mailed to property owners and occupants within 300 feet of the project site establishing a deadline to file for View Assessment by March 30, 2020. One application for View Assessment was received from Colleen Jantz, property owner of 1516 Santa Sabina Court, located west of the subject property. The View Assessment application was formally withdrawn on June 2, 2020; therefore, if the Council is able to make the required findings to approve the DRP, the SDP would be approved administratively.

As a condition of approval, a height certification prepared by a licensed land surveyor will be required prior to the framing inspection certifying that the maximum height of the proposed addition will not exceed 24.69 feet above the proposed grade or 281.61 feet above MSL, which is the maximum proposed structure height reflected on the project plans.

IV. CONDITIONS

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

- A. Community Development Department Conditions:

- I. The Applicants shall pay required Fire Mitigation, Park Development and Public Use Facilities Impact Fees, as established by SBMC Chapter 15.60, Chapter 15.65, Chapter 15.66, and Resolution 2018-147.
- II. Building Permit plans must be in substantial conformance with the architectural plans presented to the City Council on July 8, 2020, and located in the project file with a submittal date of June 25, 2020.
- III. Prior to requesting a framing inspection, the Applicants shall be required to submit a height certification, signed by a licensed land surveyor, certifying that the building envelope is in conformance with City Council approval on July 8, 2020.
- IV. Any proposed onsite fences, walls and retaining walls and any proposed railing located on top, or any combination thereof, shall comply with applicable regulations of SBMC Section 17.20.040 and

17.60.070 (Fences and Walls).

- V. The Applicants shall obtain required California Coastal Commission (CCC) approval of a Coastal Development Permit, Waiver or Exemption as determined necessary by the CCC, prior to the issuance of a grading or building permit.
- VI. Native or drought tolerant and non-invasive plant materials and water conserving irrigation systems shall be incorporated into any proposed landscaping and compatible with the surrounding area to the extent feasible.
- VII. Any new exterior lighting fixtures shall be in conformance with the City-Wide Lighting Regulations of SBMC 17.60.060.
- VIII. All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities that render them detrimental to the surrounding area.
- IX. Construction vehicles shall be parked on the subject property at all times when feasible. If construction activity prohibits parking on the subject property, the Applicants shall ensure construction vehicles are parked in such a way to allow sufficient vehicular access on Santa Sabina Court and minimize impact to the surrounding neighbors.
- X. The Applicants shall connect to temporary electrical service as soon as feasible to the satisfaction of the City.

B. Fire Department Conditions:

- I. **OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION:** All roadways shall be a minimum of 20 feet in width during construction and maintained free and clear, including the parking of vehicles, in accordance with the California Fire Code and the Solana Beach Fire Department.
- II. **FUEL MODIFICATION ZONES/FIRE BREAKS:** The Applicants shall provide and maintain fire/fuel breaks to the satisfaction of the Solana Beach Fire Department. Fire/fuel breaks size and composition shall be determined by the Fire Department and shown on the improvement /grading plans and final map and building plans.
- III. **ADDRESS NUMBERS: STREET NUMBERS:** Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background and shall meet the following minimum standards as to size: 4 inches high with a ½ inch stroke width for residential buildings, 8 inches high with a ½

inch stroke for commercial and multi-family residential buildings, and 12 inches high with a 1 inch stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear access doors, building corners, and entrances to commercial centers.

- IV. AUTOMATIC FIRE SPRINKLER SYSTEM-ONE AND TWO FAMILY DWELLINGS: Structures shall be protected by an automatic fire sprinkler system designed and installed to the satisfaction of the Fire Department. Plans for the automatic fire sprinkler system shall be approved by the Fire Department prior to installation.
- V. AUTOMATIC FIRE SPRINKLERS SYSTEM-ONE AND TWO FAMILY DWELLINGS: Structures shall be protected by an automatic sprinkler system designed and installed to the satisfaction of the Fire Department. Plans for the automatic fire sprinkler system shall be approved by the Fire Department prior to installation.
- VI. FIRE RESISTIVE CONSTRUCTION REQUIREMENTS FOR WILDLAND/URBAN INTERFACE AREAS: Structures shall meet all wildland/urban interface standards to the satisfaction of the Fire Department. Structures shall comply with current California Building Code Chapter 7A.
- VII. CLASS “A” ROOF: All structures shall be provided with a Class “A” Roof covering to the satisfaction of the Solana Beach Fire Department.

C. Engineering Department Conditions:

- I. The Applicants are required to obtain an Encroachment Permit in accordance with the SBMC Section 11.20 prior to any work being done in the public right-of-way. Per SBMC Section 11.04, the Applicants are required to construct all public improvements along the street frontage to the satisfaction of the City Engineer. These include, but are not limited to:
 - a. Sidewalk panel replacements.
 - b. Proposed flagstone.
 - c. Landscaping.
- II. The Applicants shall record the Encroachment Maintenance Removal Agreement (EMRA) with the County of San Diego prior to the release of the Grading Bond and Security Deposit. The EMRA shall be recorded against this property for all improvements in the Public Right-Of-Way including but not limited to:
 - a. Existing brick mailbox pedestal.

- b. Proposed flagstone.
 - c. Landscaping.
 - d. Irrigation.
 - e. Existing zero curb
 - f. Proposed sidewalk underdrains.
- III. The Applicants shall underground all new utility services including, but not limited to, electrical and telephone.
- IV. All construction demolition materials shall be recycled according to the City's Construction and Demolition recycling program and an approved Waste Management Plan shall be submitted.
- V. Construction fencing shall be located on the subject property unless the Applicants have obtained an Encroachment Permit in accordance with chapter 11.20 of the SBMC which allows otherwise.

GRADING:

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

a licensed civil engineer. Engineering calculations for all designed walls with a surcharge and nonstandard walls shall be submitted at grading plan check. Retaining walls may not exceed the allowable height within the property line setback as determined by the City of Solana Beach Municipal Code. Contact the Community Development department for further information.

- e. The Applicants are responsible to protect the adjacent properties during construction. If any grading, construction activity, access or potential construction-related impacts are anticipated beyond the property lines, as determined by the City Engineer, the Applicants shall obtain a letter of permission from the adjoining property owners. All required letters of permission shall be submitted to the City Engineer prior to the issuance of the grading permit.
- f. Cut and fill slopes shall be set back from site boundaries and buildings shall be set back from cut or fill slopes in accordance with SBMC 15.40.140 and to the satisfaction of the City Engineer.
- g. The Applicants shall pay a grading plan check fee in accordance with the current Engineering Fee Schedule at initial grading plan submittal. Inspection fees shall be paid prior to issuance of the grading permit.
- h. The Applicants shall obtain and submit grading security in a form prescribed by the City Engineer.
- i. The Applicants shall obtain haul permit for import / export of soil. The Applicants shall transport all excavated material to a legal disposal site.
- j. The Applicants shall submit certification from the Engineer of Record and the Soils Engineer that all public or private drainage facilities and finished grades are functioning and are installed in accordance with the approved plans. This shall be accomplished by the Engineer of Record incorporating as-built conditions on the Mylar grading plans and obtaining signatures of the Engineer of Record and the Soils Engineer certifying the as-built conditions.
- k. An Erosion Prevention and Sediment Control Plan shall be prepared by the Applicants. Best management practices shall be developed and implemented to manage storm water and non-storm water discharges from the site at all times during excavation and grading activities. Erosion prevention shall be emphasized as the most important measure for keeping sediment on site during excavation and grading activities. Sediment controls shall be used as a supplement to erosion prevention for keeping sediment on site.
- l. The Applicants shall show all proposed on-site private drainage facilities intended to discharge water run-off. Elements of this

design shall include a hydrologic and hydraulic analysis verifying the adequacy of the facilities and identify any easements or structures required to properly convey the drainage. The construction of drainage structures shall comply with the standards set forth by the San Diego Regional Standard Drawings.

- m. Post Construction Best Management Practices meeting City and RWQCB Order No. R9-2013-001 requirements shall be implemented in the drainage design.
- n. Prior to obtaining a building permit, submit a building pad certification statement from a soils engineer and an engineer or land surveyor licensed in Land Surveying per SBMC 15.40.230E.
- o. The building permit shall be issued concurrently with the grading permit.
- p. No increased cross lot drainage shall be allowed.

V. ENFORCEMENT

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

VI. EXPIRATION

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

VII. INDEMNIFICATION AGREEMENT

The Applicants shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicants of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicants shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the

event of a disagreement between the City and Applicants regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicants shall not be required to pay or perform any settlement unless such settlement is approved by the Applicants.

NOTICE TO APPLICANT: Pursuant to Government Code Section 66020, you are hereby notified that the 90-day period to protest the imposition of the fees, dedications, reservations or other exactions described in this resolution commences on the effective date of this resolution. To protest the imposition of any fee, dedications, reservations or other exactions described in this resolution you must comply with the provisions of Government Code Section 66020. Generally the resolution is effective upon expiration of the tenth day following the date of adoption of this resolution, unless the resolution is appealed or called for review as provided in the Solana Beach Zoning Ordinance.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, held on the 8th day of July, 2020, by the following vote:

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

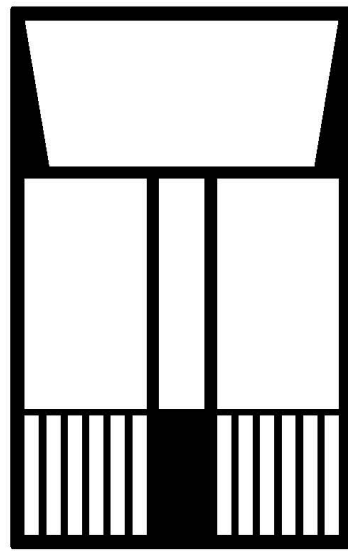
JEWEL EDSON, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

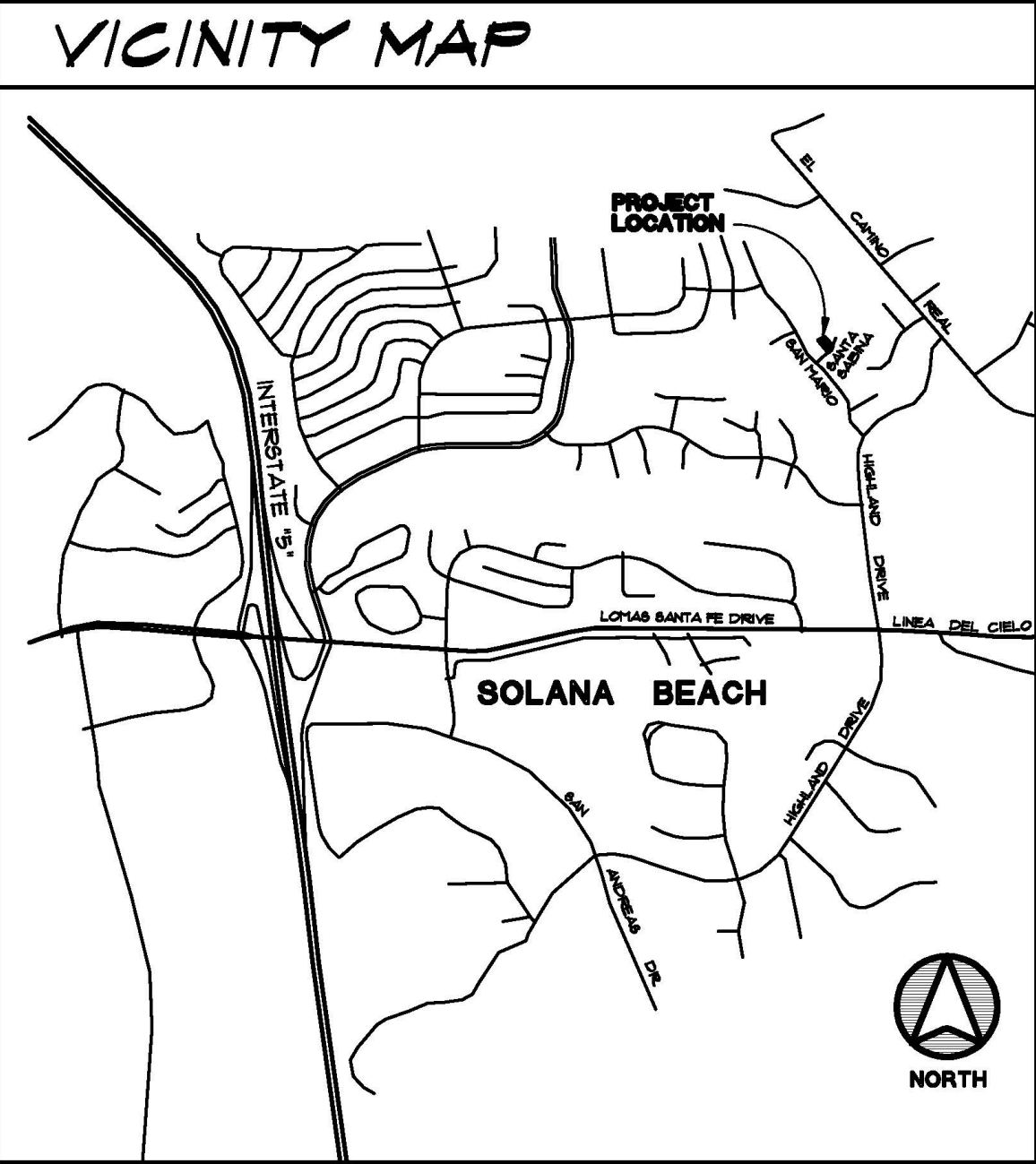


DILLARD RESIDENCE SOLANA BEACH, CALIFORNIA

GENERAL NOTES
1. THE SPECIFICATIONS, INCLUDED UNDER SEPERATE COVER, ARE AN INTEGRAL PART OF THESE CONTRACT DOCUMENTS...
2. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH APPLICABLE REQUIREMENTS OF THE CITY OF CHULA VISTA FIRE MARSHAL...
3. CONTRACTORS/SUBCONTRACTORS SHALL FIELD VERIFY ALL LOCATIONS, DIMENSIONS, AND CONDITIONS OF WALLS, DOORS, PLUMBING, MECHANICAL ELECTRICAL ITEMS, ETC.

FIRE PROTECTION AND FIRE RESISTIVE RATINGS REQUIREMENTS:
1. REQUIREMENTS: THIS PROJECT IS TO BE PROTECTED THROUGHOUT BY AN APPROVED AUTOMATIC FIRE SPRINKLER SYSTEM...
2. FIRE RESISTIVE CONSTRUCTION: REFER TO "PROJECT DATA" THIS SHEET FOR THE TYPE OF CONSTRUCTION THIS STRUCTURE ADHERES TO...

SYMBOL LEGEND
ROOM NAME ROOM NAME AND NUMBER. REFER TO THE ROOM FINISH SCHEDULE SHEET A-B
DOOR TYPE REFER TO THE DOOR SCHEDULE SHEET A-B
WINDOW TYPE REFER TO SHEET A-B



LANDSCAPE AREA INFO. AREA SUMMARY TABLE with columns: AREA, EXISTING SF, PROPOSED TOTAL SF. Includes rows for Non-landscaped Area, Irrigated Landscape, Water Features, Decorative Hardscape, and Total Area.

PROJECT DIRECTORY
OWNER: MR. & MRS. JOHN DILLARD
ARCHITECT: TARAZ ARCHITECTURE
STRUCTURAL ENGINEER: STRUCTURAL ENGINEERING AND DESIGN
TITLE 24 COMPLIANCE: TAILORED ENERGY SERVICES

ABBREVIATIONS TABLE listing materials and finishes: ALUM. ALUMINUM, DR. DOOR, E.J. EXPANSION JOINT, E.T.R. EXISTING TO REMAIN, GALV. GALVANIZE, H.M. HOLLOW METAL, P.T.D. PAINTED, S.C.H.D. SOLID CORE WOOD, STL. STEEL, STR. STRUCTURE, W.D.W. WINDOW

PROJECT SITE
BUILDING ADDRESS: 1550 SANTA SABINA SOLANA BEACH, CA 92075
ASSESSORS PARCEL NO.: 263-585-20-00
LEGAL DESCRIPTION: LAND SITUATED IN THE CITY OF SOLANA BEACH IN THE COUNTY OF SAN DIEGO...
PARCEL 1: LOT 26 OF THE SAN DIEGO HILLS...
PARCEL 2: AN EASEMENT FOR THE PURPOSES SET FORTH IN ARTICLE XIV OF THE DECLARATION OF RESTRICTIONS...

PROJECT DESCRIPTION
REMODELING OF AND ADDITION TO AN EXISTING SINGLE FAMILY RESIDENCE

PROJECT DATA
SITE AREA: GROSS = 0.23 ACRES (9973 SF), NET = 0.22 ACRES (9514 SF)
OCCUPANCY TYPE: SINGLE FAMILY DWELLING
TYPE OF CONSTRUCTION: TYPE V, NON-RATED
UNDERLYING ZONE: LOW MEDIUM RESIDENTIAL
OVERLAY ZONE: HILL SIDE OVERLAY ZONE
BUILDING MAXIMUM PROPOSED HEIGHT: 24.64 FEET (REMODEL & ADDITION)

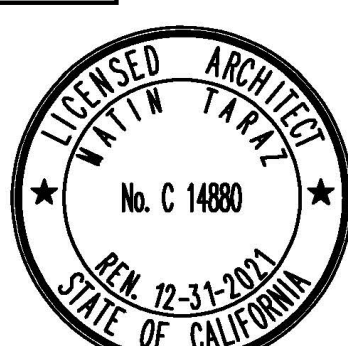
AREA TABULATION TABLE with columns: AREA, EXISTING, PROPOSED, TOTAL. Rows include Living (First Flr), Living (Second Flr), Attached Covered, Garage (Attached), Main Residence Living Area, and Project Total Area.

DEFERRED APPROVALS
FLOOR AREA CALCULATIONS: ALLOWABLE F.A.R., FIRST FLOOR AREA, SECOND FLOOR AREA, GARAGE FLOOR AREA, TOTAL PROPOSED F.A.R.

INDEX TO DRAWINGS
ARCHITECTURAL: TS TITLE SHEET, A-1.1 SITE PLAN, A-1.2 AREA CALCULATIONS, A-2 EXISTING FLOOR PLANS, A-3 EXISTING ELEVATIONS, A-4 FIRST FLOOR PLAN, A-5 SECOND FLOOR PLAN, A-6 ROOF PLAN, A-7 ELEVATIONS, A-8 CROSS SECTIONS, A-13 STORY POLE PLAN, AD-1 DEMOLITION PLANS
CIVIL ENGINEERING: C-1 GRADING PLAN, C-2 SLOPE ANALYSIS
LANDSCAPE PLANS: LC-01 HARDSCAPE PLAN, LC-02 IRRIGATION PLAN, LC-03 IRRIGATION PLAN & WATER CALCULATIONS, LC-04 IRRIGATION DETAILS, LC-05 IRRIGATION SPECIFICATIONS, LC-06 IRRIGATION SPECIFICATIONS, LP-01 PLANTING PLAN, LP-02 PLANTING NOTES AND DETAILS, LP-03 PLANTING SPECIFICATIONS

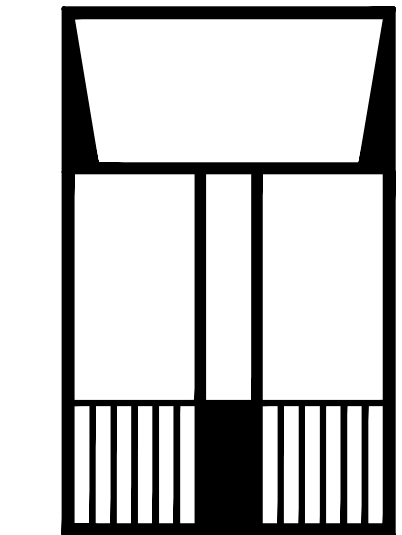
ATTACHMENT 2
ENERGY EFFICIENCY COMPLIANCE
COMPLIANCE WITH THE DOCUMENTATION REQUIREMENTS OF THE 2013 "ENERGY EFFICIENCY STANDARDS" IS NECESSARY FOR THIS PROJECT, REGISTERED, SIGNED, AND DATED COPIES OF THE APPROPRIATE CFIR, CF2R AND CF3R FORMS SHALL BE MADE AVAILABLE AT NECESSARY INTERVALS FOR BUILDING INSPECTOR REVIEW. FINAL COMPLETED FORMS WILL BE AVAILABLE FOR THE BUILDING OWNERS.

AGENCY APPROVAL
PLAN FILE NO.: XXX
PLAN CHECK SUBMITTAL DATE: XXX
BUILDING PERMIT ISSUE DATE:
BUILDING PERMIT NO.:
ISSUED FOR BID:



DRAWN: MATIN
CHECKED: MATIN
ISSUED: SURVEY 03.01.2015, S.D. 08.20.2015, C.D. 06.04.2016, PLANNING 02.20.2020
PROJECT NO.
SHEET TITLE: TITLE SHEET
SCALE: NONE
SHEET NO. TS

ALL IDEAS, DESIGN ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF TARAZ ARCHITECTURE AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF TARAZ ARCHITECTURE.



PROJECT INFORMATION

PROJECT ADDRESS
1530 SANTA SABINA
SOLANA BEACH, CALIFORNIA 92075

LOT AREA
ACERAGE GROSS 0.23 ACRES (9,973 SF)
ACERAGE NET 0.22 ACRES (9,514 SF)

ASSESSORS PARCEL NO.
A.P.N. NO. : 263-583-20-00

OWNER
MR. AND MRS. JOHN DILLARD
1530 SANTA SABINA
SOLANA BEACH, CALIFORNIA 92075

NOTE:
NO BOUNDARY SURVEY WAS DONE. DIMENSIONS AND AREAS SHOWN ON THIS PLAN ARE BASED UPON FLOWN AERIAL TOPOGRAPHY.

PROPERTY AREA CALCULATIONS

DECORATIVE HARDSCAPE	550 SF
NON-LANDSCAPED AREA	690 SF
BUILDING FOOTPRINT	2,552 SF
PAVED DRIVEWAY	582 SF
WATER FEATURES	33 SF
IRRIGATED LANDSCAPING	4,211 SF
NON-IRRIGATED LANDSCAPING	1,355 SF
TOTAL LOT AREA	9,973 SF

PARKING CALCULATIONS:

NUMBER OF PARKING SPACES REQUIRED	TWO (2)
NUMBER OF PARKING SPACES PROVIDED	TWO (2)

FLOOR AREA SUMMARY

	EXISTING TO REMAIN	PROPOSED NEW	TOTAL	F.A.R. TOTAL AREAS
LIVING AREA: FIRST FLOOR	1,162 SF	679 SF	1,841 SF	1,841 SF
LIVING AREA: SECOND FLOOR	764 SF	739 SF	1,503 SF	1,503 SF
ATTACHED COVERED AREAS (OPEN 2 SIDES)	0 SF	300 SF	300 SF	0 SF
GARAGE: ATTACHED	432 SF	-18 SF	414 SF	14 SF
MAIN RESIDENCE TOTAL AREA			3,344 SF	3,344 SF
PROJECT TOTAL AREA			4,058 SF	3,358 SF

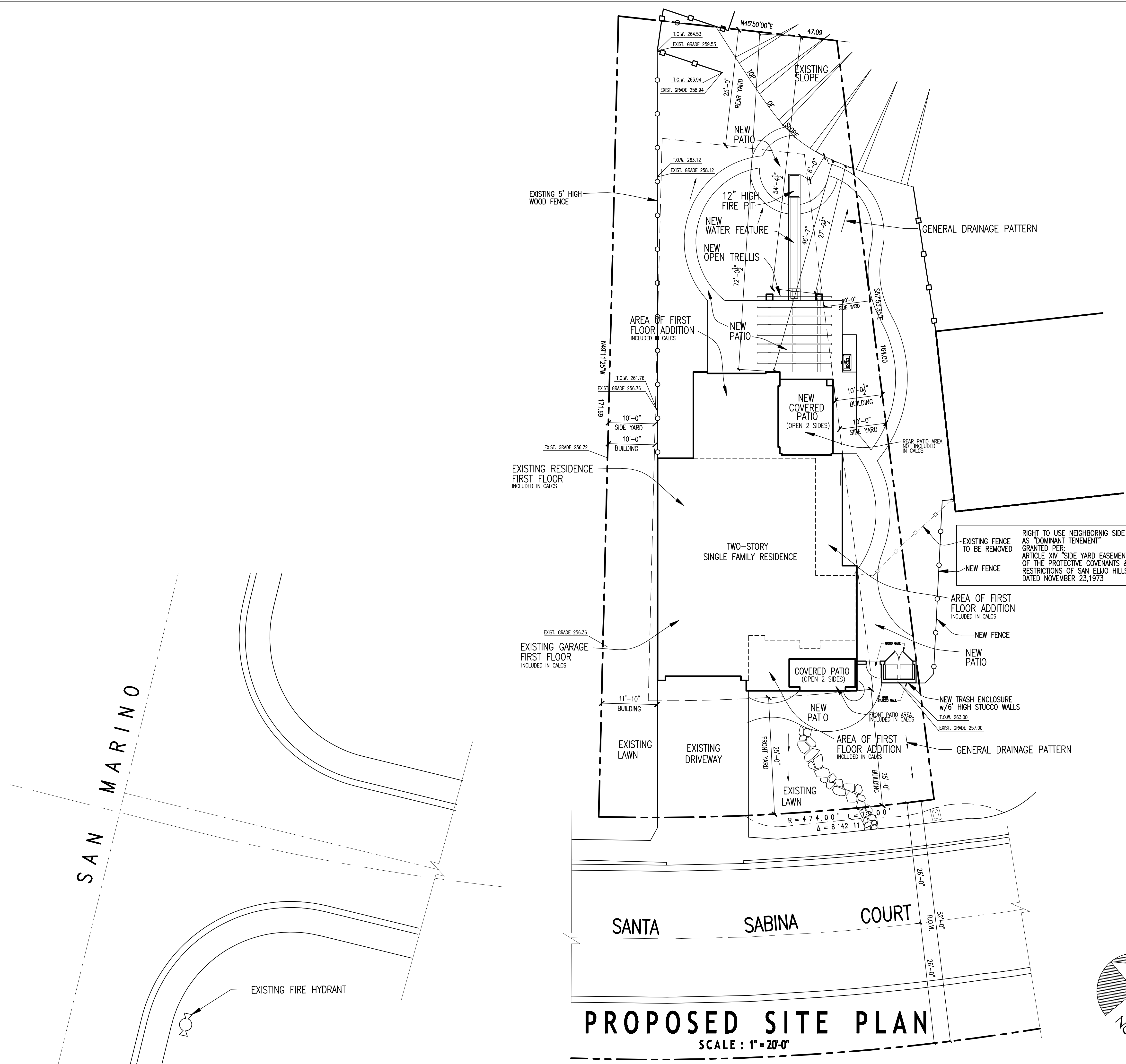
COVERAGE SUMMARY

SITE ACERAGE	0.23 ACRES (9,973 SF)
SITE COVERAGE	26%
TOTAL COVERAGE SQUARE FOOTAGE	2,555 SF

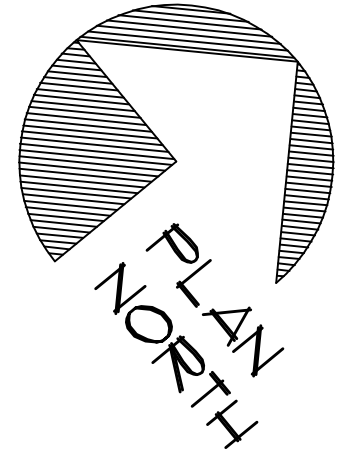
GRADING SUMMARY

1. AMOUNT OF FOOTING GRADING:	21.6 C.Y.
2. AMOUNT OF SITE WORK GRADING:	27.4 C.Y.
TOTAL GRADING:	49.0 C.Y.
TOTAL CUT:	49.0 C.Y.
TOTAL EXPORT:	49.0 C.Y.

SITE PLAN NOTES:
1. ALL DIMENSIONS ARE TO EXTERIOR SURFACES.



PROPOSED SITE PLAN
SCALE : 1" = 20'-0"



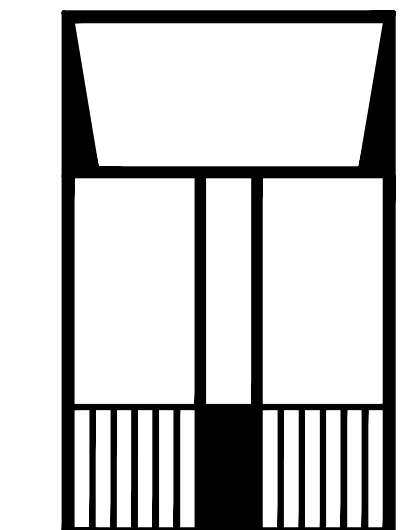
NOTE:
DIMENSIONS ARE MEASURED FROM EXTERIOR WALL SURFACES.

SITE PLAN

DRAWN: MATIN
CHECKED: MATIN
ISSUED:
SURVEY 03.01.2013
S.D. 03.20.2013
C.D. 06.04.2016
PLANNING 02.20.2020

PROJECT NO. 1301
SHEET TITLE
SITE PLAN
SCALE : 1" = 20'-0"
SHEET NO.

ALL IDEAS, DESIGN ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF TARAZ ARCHITECTURE AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF TARAZ ARCHITECTURE.



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SURVEY 03.01.2013
S.D. 03.20.2013
C.D. 06.04.2016
PLANNING 02.20.2020

PROJECT NO. 1301

SHEET TITLE
AREA PLANS

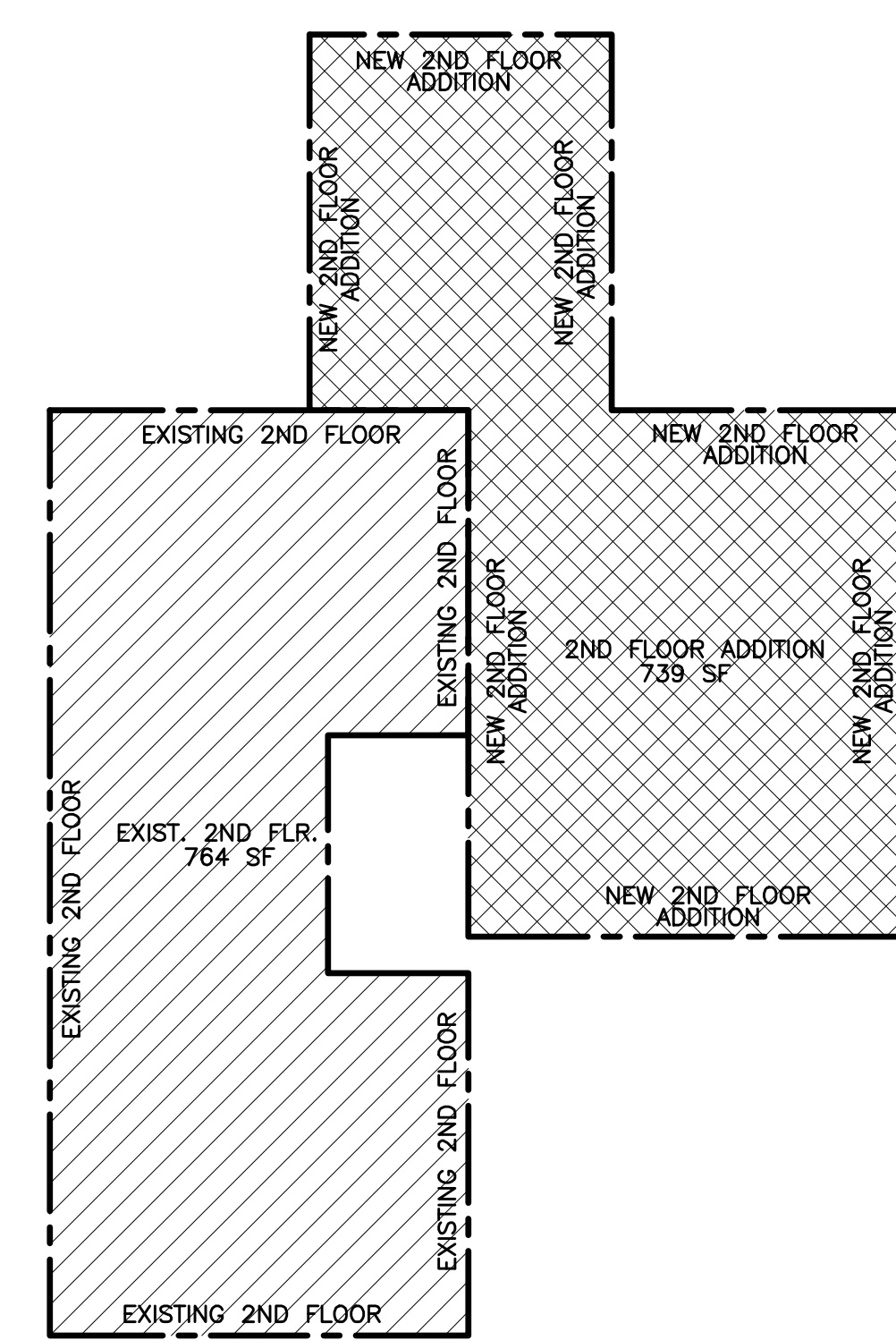
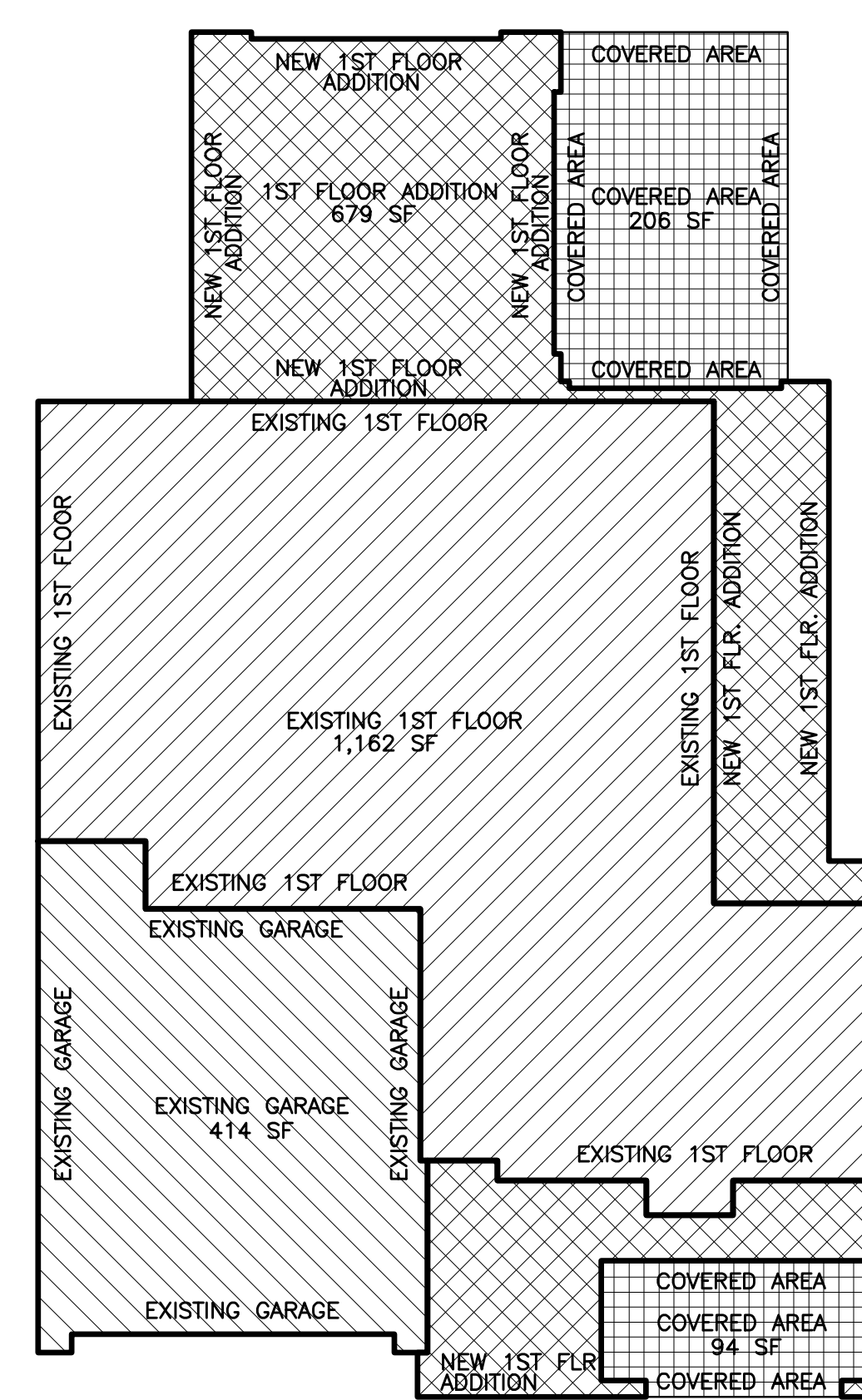
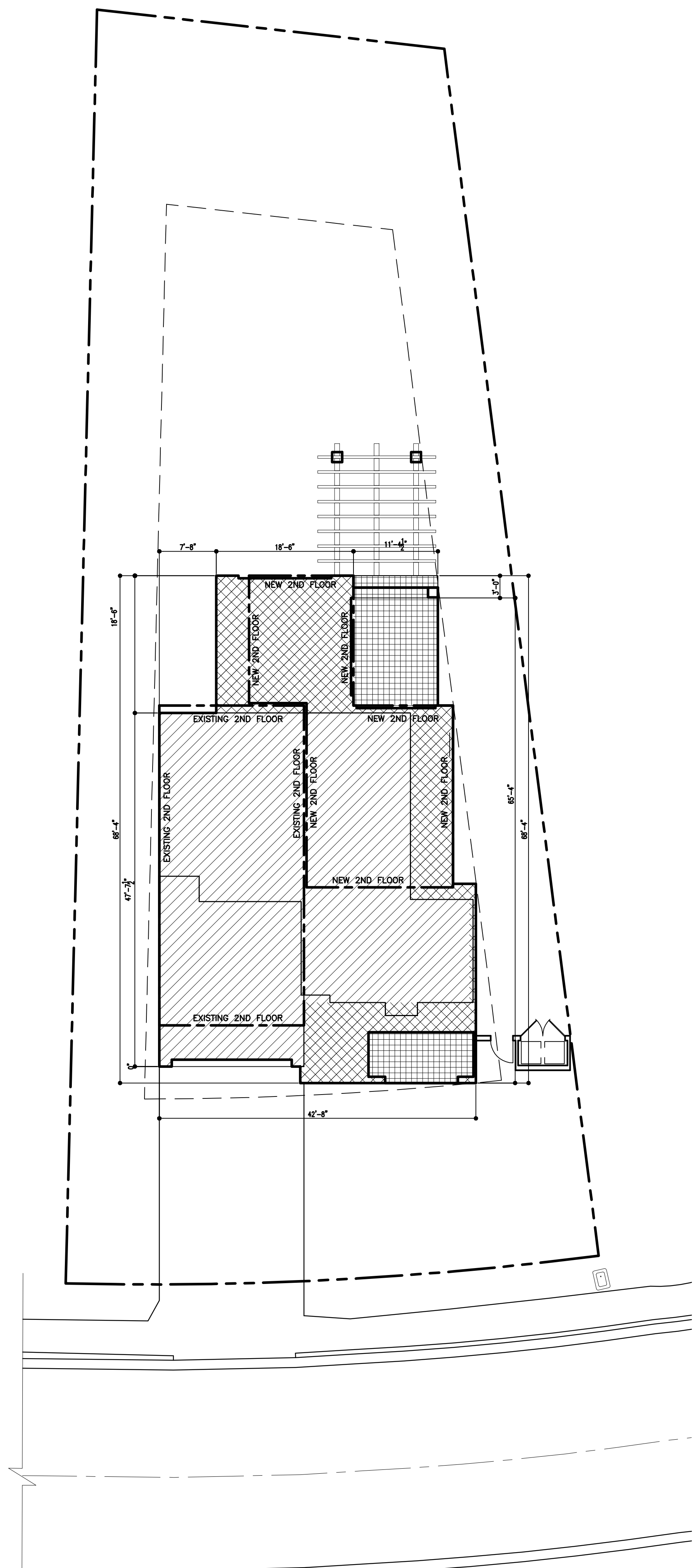
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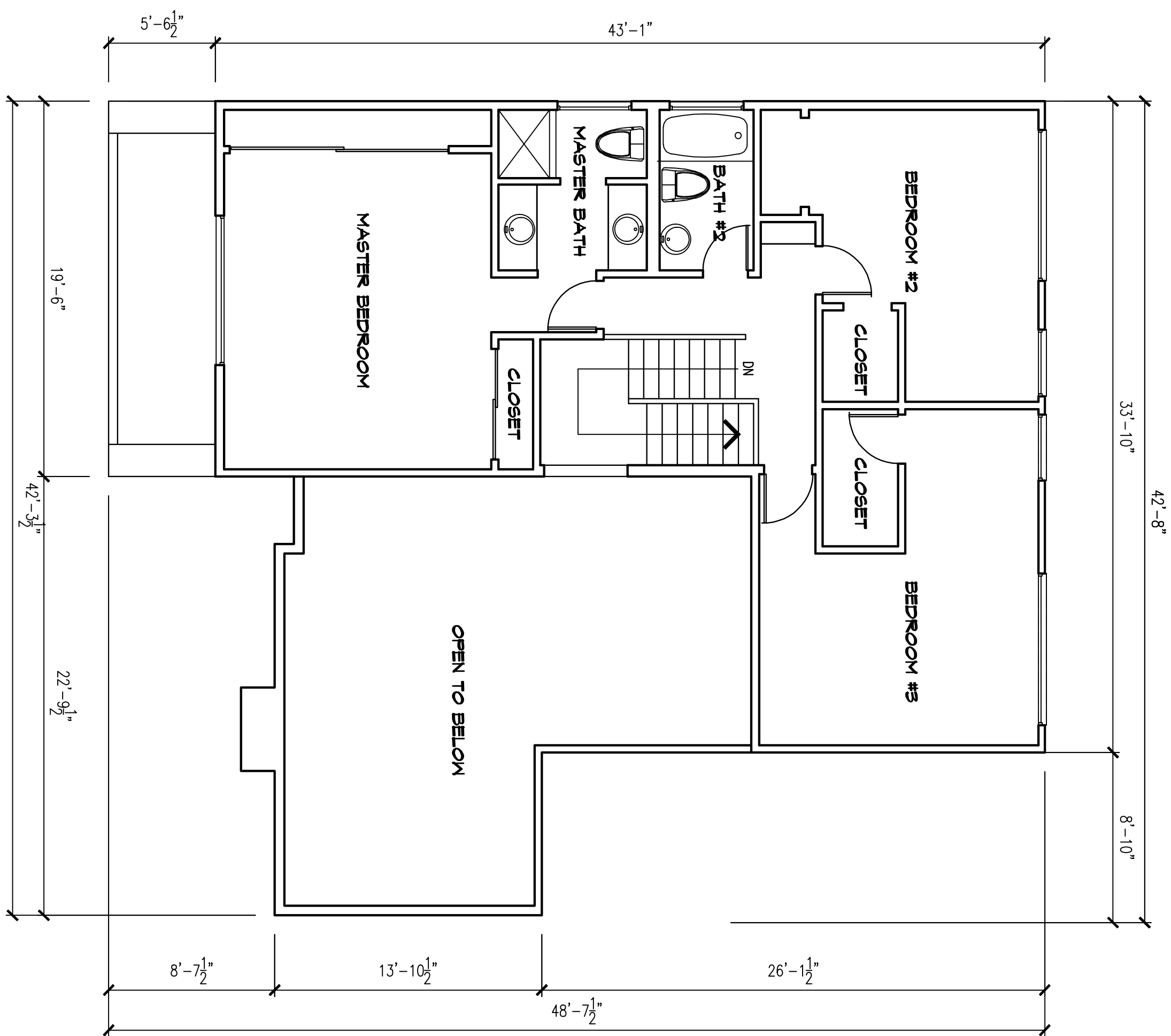
SHEET NO.

A-1.2

FLOOR AREA SUMMARY

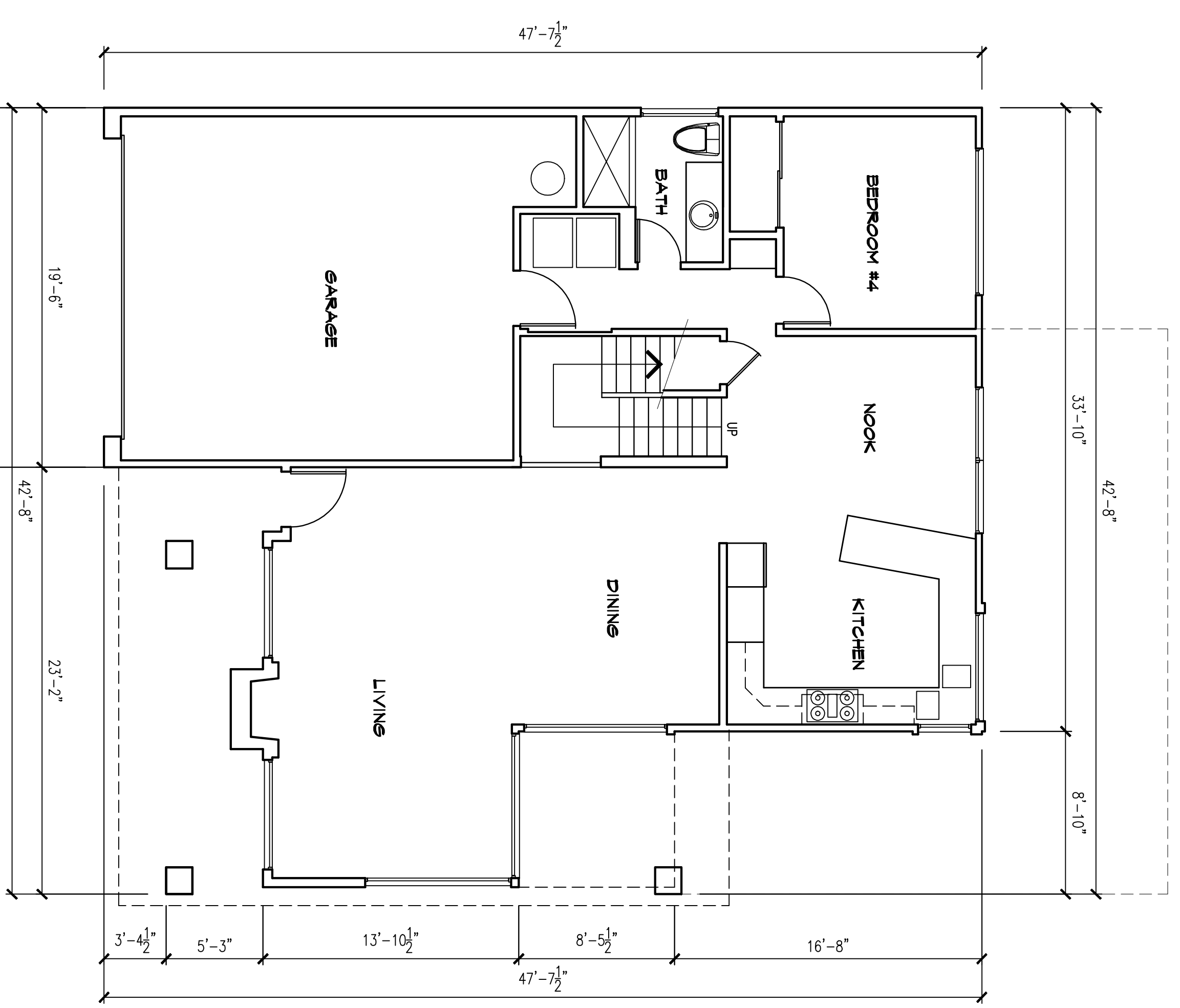
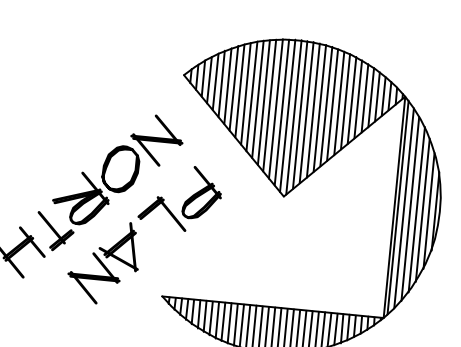
	EXISTING TO REMAIN	PROPOSED NEW ADDITION	TOTAL	TOTAL F.A.R. AREA
LIVING AREA: FIRST FLOOR	1,162 SF	679 SF	1,841 SF	1,841 SF
LIVING AREA: SECOND FLOOR	764 SF	739 SF	1,503 SF	1,503 SF
ATTACHED COVERED AREAS (OPEN 2 SIDES)	0 SF	300 SF	300 SF	0 SF
GARAGE: ATTACHED	432 SF	-18 SF	414 SF	14 SF
MAIN RESIDENCE TOTAL LIVING AREA			3,344 SF	3,344 SF
PROJECT TOTAL AREA			4,058 SF	3,358 SF





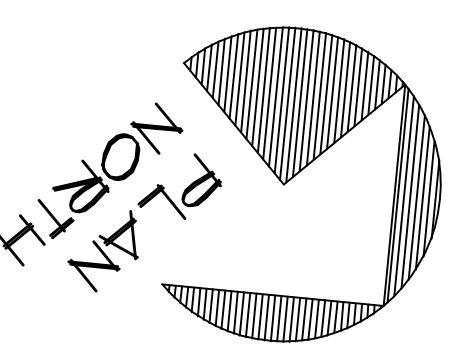
EXISTING SECOND FLOOR PLAN

SCALE : 3/16" = 1'-0"



EXISTING FIRST FLOOR PLAN

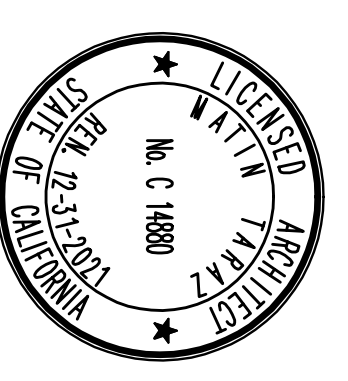
SCALE : 3/16" = 1'-0"



EXISTING FLOOR PLANS

TARAZ ARCHITECTURE
 P. O. BOX 8080
 RANCHO SANTA ANA
 CALIFORNIA
 (858) 485-1137

DILLARD RESIDENCE
 1530 SANTA SABINA, SOLANA BEACH, CA 92075



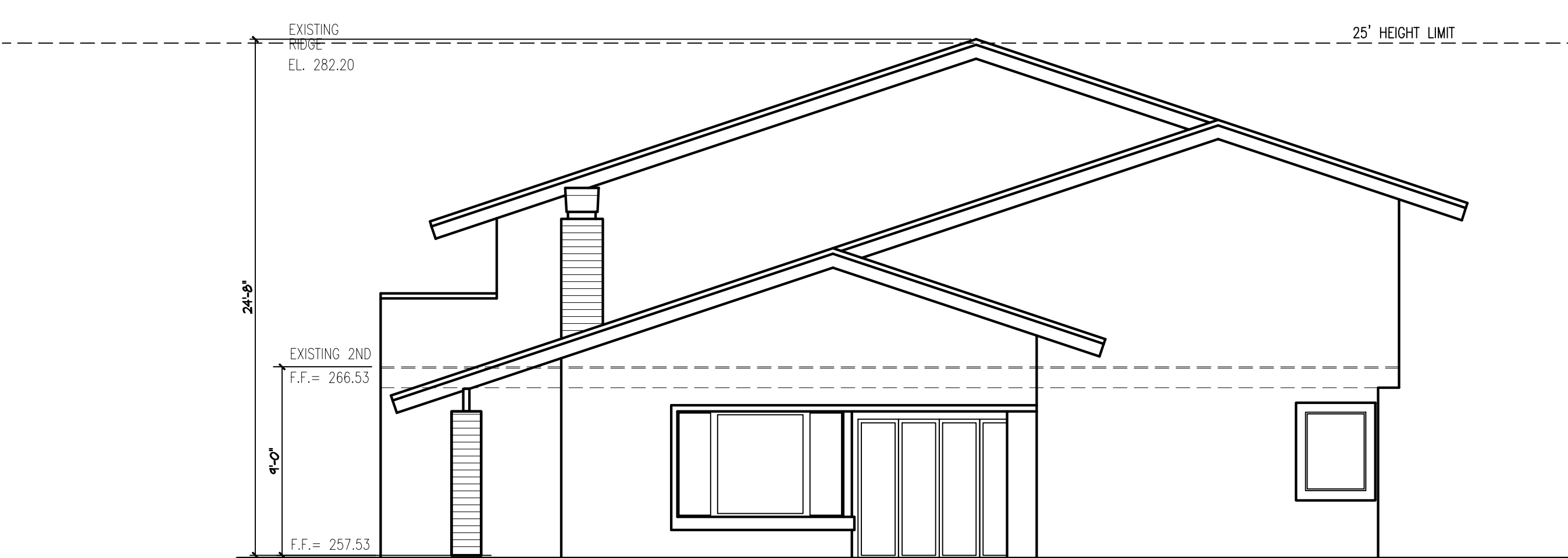
DRAWN: MATIN
 CHECKED: MATIN
 DESIGNED: MATIN
 SUPERVISOR: MATIN
 DATE: 03/20/2015
 C.D.: 06/04/2016
 PLANNING: 02/20/2020

PROJECT NO. 1501
 SHEET TITLE: EXIST FLOOR PLANS
 SCALE: 3/16" = 1'-0"
 SHEET NO. **A-2**
 02/21/2020 0:26

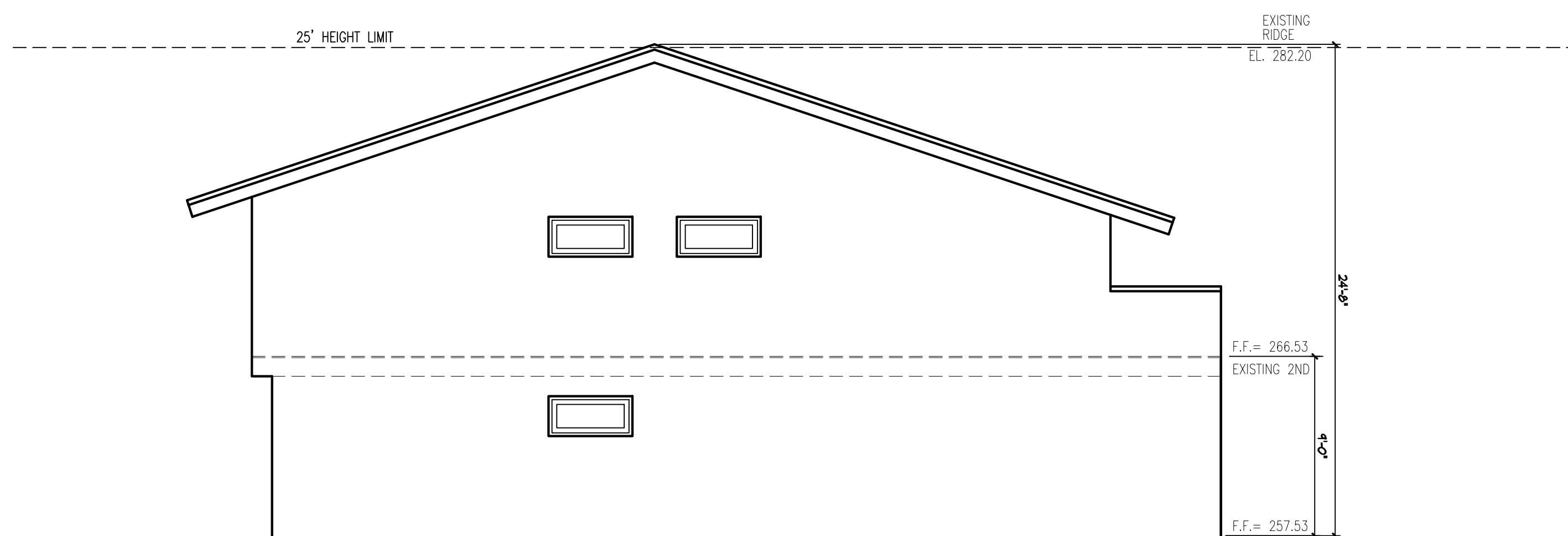
ALL IDEAS, DESIGN ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF TARAZ ARCHITECTURE AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGN ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF TARAZ ARCHITECTURE.



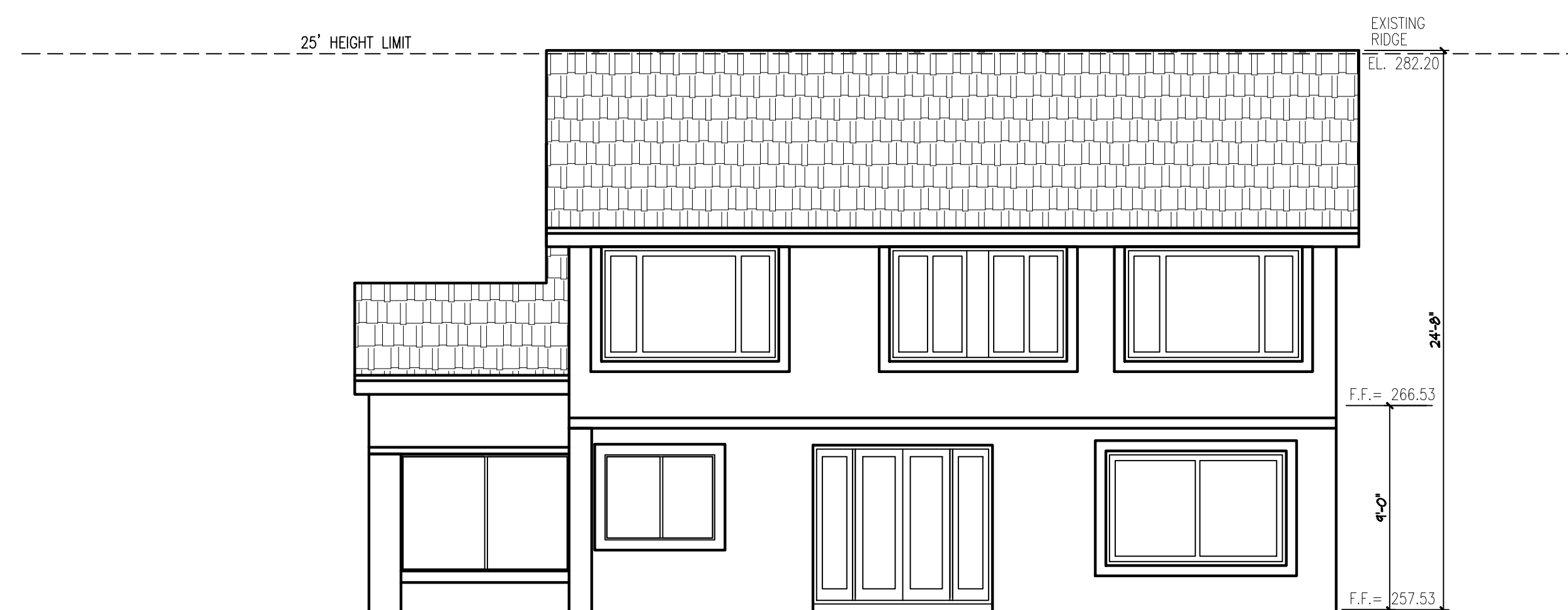
SOUTH ELEVATION
SCALE : 3/16" = 1'-0"



EAST ELEVATION
SCALE : 3/16" = 1'-0"

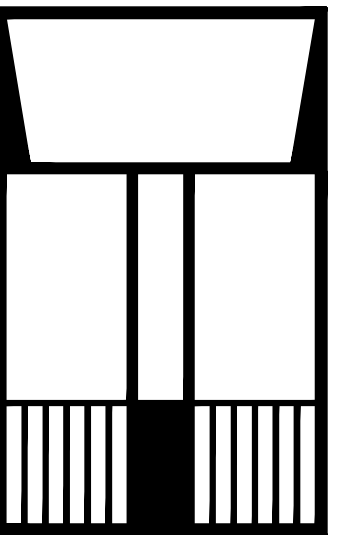


WEST ELEVATION
SCALE : 3/16" = 1'-0"



NORTH ELEVATION
SCALE : 3/16" = 1'-0"

EXISTING ELEVATIONS



DRAWN: *MATIN*
CHECKED: *MATIN*
ISSUED:
SURVEY 03.01.2013
S.D. 03.20.2013
C.D. 06.04.2016
PLANNING 02.20.2020

PROJECT NO. *1301*

SHEET TITLE

EXISTING ELEVATIONS

SCALE : 3/16" = 1'-0"

SHEET NO.

A-3

SITE PLAN NOTES:

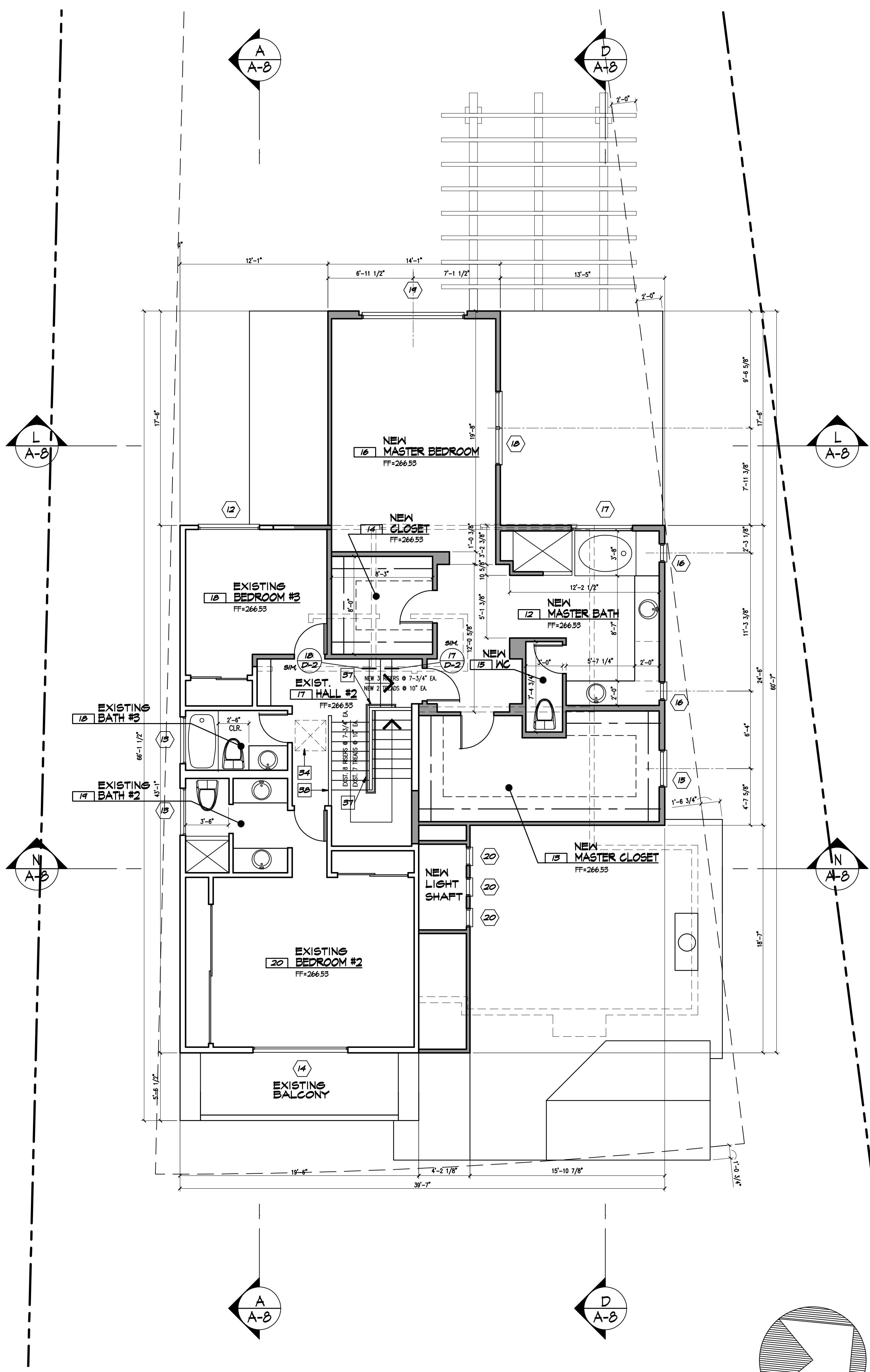
- FIRE SPRINKLER SYSTEM: AN AUTOMATIC FIRE SPRINKLER SYSTEM SHALL BE INSTALLED. (EXISTING RESIDENCE IS NOT EQUIPPED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM)
- AUTOMATIC FIRE SPRINKLER SYSTEM: AN AUTOMATIC FIRE SPRINKLER SYSTEM SHALL BE INSTALLED AS PER N.F.P.A. 13B, THE MOST CURRENT EDITION SHALL BE USED AND THE SOLANA BEACH FIRE DEPARTMENT POLICIES. DETAILED SPRINKLER PLANS SHALL BE SUBMITTED TO THE FIRE PREVENTION BUREAU AND APPROVED PRIOR TO INSTALLATION. PLANS AND INSTALLATION MUST BE BY A C16 LICENSED SPRINKLER CONTRACTOR.
- LOCATION AND SIZE OF WATER SERVICE UNDERGROUND SHALL BE INSTALLED AS SHOWN ON APPROVED FIRE SPRINKLER PLANS.
- A FIRE UNDERGROUND FLUSH CERTIFICATION SHALL BE REQUIRED AT FINAL INSPECTION.
- A HYDRO INSPECTION OF THE FIRE SPRINKLER SYSTEM IS REQUIRED PRIOR TO FRAME INSPECTION. ONLY THE NEW PIPING SHALL BE TESTED.
- FUEL MODIFICATIONS ZONES: THE APPLICANT SHALL PROVIDE AND MAINTAIN FIRE FUEL BREAKS TO THE SATISFACTION OF THE SOLANA BEACH FIRE DEPARTMENT. FIRE FUEL BREAK SIZE (MINIMUM 100 FEET FROM STRUCTURE) AND COMPOSITION SHALL BE DETERMINED BY THE FIRE DEPARTMENT AND SHOWN ON THE IMPROVEMENT/GRADING PLANS, FINAL MAP AND BUILDING PLANS.
- LANDSCAPE PLANS ARE REQUIRED OF ALL RESIDENTIAL CUSTOM HOMES, PRODUCTION TRACT HOMES, MULTI-FAMILY RESIDENTIAL AND COMMERCIAL BUILDINGS. LANDSCAPE PLANS SHALL BE SUBMITTED AND APPROVED BY THE FIRE DISTRICT PRIOR TO THE FRAMING INSPECTION. LANDSCAPE PLAN SUBMITTALS SHALL INCLUDE AT A MINIMUM: A READABLE SCALE, THE Delineation OF A 100 FOOT FUEL MODIFICATION ZONE, THE EXISTING VEGETATION, AND IRRIGATED AREAS, A PLANT LEGEND WITH BOTH BOTANICAL AND COMMON NAMES AND IDENTIFY ALL PLANT MATERIAL SYMBOLS.
- ALL LANDSCAPING SHALL BE INSTALLED PRIOR TO THE FINAL INSPECTION FOR ISSUANCE OF OCCUPANCY.

GREEN BUILDING CODE REQUIREMENTS

- STORM WATER DRAINAGE/RETENTION DURING CONSTRUCTION:** PROJECTS WHICH DISTURB LESS THAN ONE ACRE OF SOIL SHALL MANAGE STORM WATER DRAINAGE DURING CONSTRUCTION BY ONE OF THE FOLLOWING: A. RETENTION BASINS, B. DIVERT STORM WATER TO CONVEY TO A PUBLIC DRAINAGE SYSTEM, C. WATER SHALL BE FILTERED BY USE OF A BARBER SYSTEM, MATTE OR OTHER APPROVED METHOD. CGC 4.06.2
- GRADING AND PAVING:** SITE GRADING OR DRAINAGE SYSTEM SHALL MANAGE ALL SURFACE WATER FLOWS TO KEEP THE WATER FROM ENTERING BUILDINGS (SHAWLS, WATER COLLECTION, FRENCH DRAINS, ETC.) CGC 4.06.3 EXCEPT: ADDITIONS NOT ALTERING THE DRAINAGE PATH.
- INDOOR WATER USE:** NEW/REPLACED FIXTURES FLOW RATES SHALL COMPLY WITH THE FOLLOWING TABLE PER CGC 4.50.1

FIXTURE TYPE	MAXIMUM FLOW RATE
WATER CLOSETS	1.20 GALLONS/FLUSH
SHOWERHEADS	2.0 GPM @ 80 PSI
LAVATORY FOUNTAINS	1.5 GPM @ 60 PSI (F)
KITCHEN FOUNTAINS	1.0 GPM @ 60 PSI
METERING FOUNTAINS	0.25 GALLONS PER CYCLE

(F) LAVATORY FOUNTAINS SHALL NOT HAVE A FLOW RATE LESS THAN 0.8 GPM AT 20 PSI.
- MULTIPLE SHOWER HEADS:** WHEN A SHOWER IS PROVIDED WITH MULTIPLE HEADS, THE SUM OF FLOW RATE OF ALL HEADS SHALL NOT EXCEED 2.0 GPM @ 80 PSI, OR THE SHOWER SHALL BE DESIGNED SO THAT ONLY ONE HEAD IS ON AT A TIME. CGC 4.50.1.5.2
- LANDSCAPE IRRIGATION WATER:** FOR NEW RESIDENTIAL CONSTRUCTION WHERE LANDSCAPE IRRIGATION WATER IS PLANNED A WATER BUDGET SHALL BE DEVELOPED THAT CONFORMS TO LOCAL LANDSCAPE ORDINANCE OR THE CALIFORNIA DEPARTMENT OF WATER RESOURCES MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MELCO) WHICH IS MORE STRINGENT. TO VIEW THE MELCO: http://www.water.ca.gov/water_efficiency/dodds_melco.html TO CONTACT LANDSCAPE FOR THE LOCAL LANDSCAPE ORDINANCE CHECK WITH CITY/COUNTY PLANNING DEPARTMENT. CGC 4.50.4.
- AUTOMATIC IRRIGATION SYSTEM CONTROLLERS:** SHALL COMPLY WITH THE CGC SECTION 4.50.4.2 AS FOLLOWS:
 - CONTROLLERS SHALL BE HEATHER OR SOIL MOISTURE BASED THAT AUTOMATICALLY ADJUST IRRIGATION IN RESPONSE TO CHANGES IN NEEDS AS HEATHER CONDITIONS CHANGE.
 - HEATHER BASED CONTROLLERS SHALL HAVE SEPARATE WIRED OR WIRELESS RAIN SENSOR WHICH CONNECTS OR COMMUNICATES WITH THE CONTROLLERS. SOIL MOISTURE BASED CONTROLLERS ARE NOT REQUIRED TO HAVE RAIN SENSORS.
- RECYCLING:** A MIN OF 50% OF CONSTRUCTION WASTE IS TO BE RECYCLED. CGC 4.06.1.
- RECYCLING:** THE CONTRACTOR SHALL SUBMIT A 'CONSTRUCTION WASTE MANAGEMENT PLAN' TO THE JURISDICTION AGENCY THAT REGULATES WASTE MANAGEMENT PER CGC 4.06.2
- OPERATION AND MAINTENANCE MANUAL:** THE BUILDER IS TO PROVIDE AN OPERATION MANUAL (CONTAINING INFORMATION FOR MAINTAINING APPLIANCES, ETC.) FOR THE OWNER AT THE TIME OF FINAL INSPECTION. CGC 4.40.1
- GAS FIREPLACES:** SHALL BE A DIRECT-VENT SEALED-COMBUSTION TYPE. WOODSTOVE OR PELLET STOVES MUST BE US EPA PHASE II RATED APPLIANCES. CGC 4.50.5.1.
- POLLUTANT CONTROL:** DURING CONSTRUCTION ENDS OF DUCTS OPENING ARE TO BE SEALED, AND MECHANICAL EQUIPMENT IS TO BE COVERED. CGC 4.50.4.
- POLLUTANT CONTROL:** VOCs MUST COMPLY WITH THE LIMITATIONS LISTED IN SECTION 4.50.4.3 AND TABLES 4.50.4.1, 4.50.4.2, 4.50.4.3 AND 4.50.4.4 FOR: ADHESIVES, PAINTS AND COATINGS, CARPET AND COMPOSITION WOOD PRODUCTS. CGC 4.50.4.2
- INDOOR MOISTURE CONTROL:** CONCRETE SLABS WILL BE PROVIDED WITH A CAPILLARY BREAK. CGC 4.50.5.2.
- INDOOR MOISTURE CONTROL:** THE MOISTURE CONTENT OF WOOD SHALL NOT EXCEED 19% BEFORE IT IS ENCLOSED IN CONSTRUCTION. THE MOISTURE CONTENT NEEDS TO BE CERTIFIED BY 3 METHODS SPECIFIED IN SECTION 4.50.5.3 BUILDING MATERIALS WITH VISIBLE SIGNS OF WATER DAMAGE SHOULD NOT BE USED IN CONSTRUCTION. THE MOISTURE CONTENT MUST BE DETERMINED BY THE CONTRACTOR BY ONE OF THE METHODS LISTED IN CGC 4.50.5.3.
- INDOOR AIR QUALITY:** BATHROOM FANS SHALL BE ENERGY STAR RATED, VENTED DIRECTLY TO THE OUTSIDE AND CONTROLLED BY A HUMIDISTAT. CGC 4.50.6.
- VERIFICATION:** PRIOR TO FINAL INSPECTION THE LICENSED CONTRACTOR, ARCHITECT OR ENGINEER IN RESPONSIBLE CHARGE OF THE OVERALL CONSTRUCTION MUST PROVIDE TO THE BUILDING DEPARTMENT OFFICIAL WRITTEN VERIFICATION THAT ALL APPLICABLE PROVISIONS FROM THE GREEN BUILDING STANDARD CODE HAVE BEEN IMPLEMENTED AS PART OF THE CONSTRUCTION. CGC 102.3



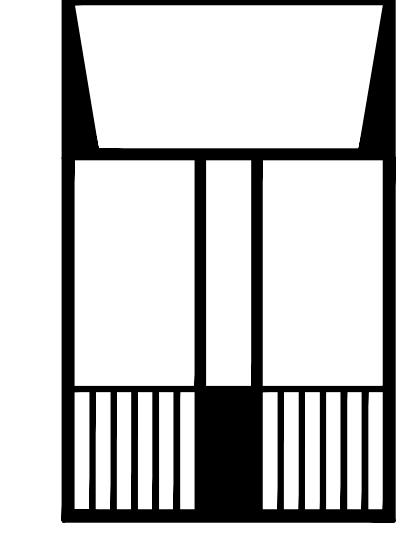
SECOND FLOOR PLAN
SCALE: 3/16" = 1'-0"

FLOOR PLAN NOTES:

- RETURN AIR GRILLE: SIZE AND LOCATION IN HVAC CONTRACTOR AND EQUIPMENT MANUFACTURER.
- ATTIC INSULATED HVAC: MUST COMPLY WITH SECTION 504.1.208 OF IBC. IN ADDITION TO THE FOLLOWING REQUIREMENTS AND CLEARANCES:
 - PROVIDE CONTINUOUS INSULATED PASSAGEWAY ON SOLID WOOD FLOOR NOT LESS THAN 24 IN. HIGH.
 - PROVIDE MINIMUM 50" X 30" CLEAR ACCESS PANEL TO ATTIC PASSAGEWAY.
 - PERMANENT ELECTRICAL OUTLET AND SWITCHED LIGHT FIXTURE.
 - DISTANCE FROM UNIT TO PASSAGEWAY RETURN OR SHALL TERMINATE IN BELL POSTS OR SAFETY TERMINAL.
- ATTIC ACCESS PANEL: PROVIDE 30" X 30" (MIN) RINGED MATCH.
- HVAC UNIT CONDENSATE WATER LINE: ROUTE PIPING IN CEILING JOIST SPACE FROM A.G. UNIT TO AN APPROVED PLUMBING FUTURE SECONDARY LINE SHOULD EXTEND TO BUILDING EXTERIOR THEN DOWN THE STED WALL AND DISCHARGE AT GROUND LEVEL INTO A DRY WELL.
- GYPSON HALLOWARD FORMED "NOTCH": PROVIDE CONTINUOUS INSULATED PASSAGEWAY ON SOLID WOOD FLOOR NOT LESS THAN 24 IN. HIGH.
- 50" HIGH HANDRAIL: (ABOVE STAIR NOSING), HANDRAIP PORTION OF HAND RAIL SHALL NOT BE LESS THAN 1/4" IN DIAMETER. THE RAIL IN CROSS-SECTIONAL DIMENSION ENDS SHALL BE RETURNED OR SHALL TERMINATE IN BELL POSTS OR SAFETY TERMINAL.
- PARAPET/GUARDCIAL: 42" HIGH (MIN) SHALL HAVE NO OPENINGS NO LARGER THAN 5/16".
- SOILD INSULATED PANEL: PROVIDE 50/20 ATTENUATION INSULATION FOR PLUMBING WALL.
- STEEL FRAMED HALL: PROVIDE NON-COMBUSTIBLE CONSTRUCTION BEHND BDO.
- USABLE SPACE UNDER STAIRS: ALL SURFACES SHALL BE COVERED WITH 5/8" TYPE "X" GYPSON HALLOWARD.
- GARAGE HALLS AND CELLINGS ARE REQUIRED TO BE OF ONE HOUR FIRE RESISTIVE CONSTRUCTION ON THE GARAGE SIDE OF HALLS AND CELLINGS. CONFORM TO THE DRILLING, PER TABLE 5-B, SECTION 7.05.
 - PROVIDE ONE LAYER OF TYPE "X" GYPSON BOARD ON THE GARAGE HALLS AND CELLINGS FROM FLOOR TO ROOF SHEATHING.
 - PROVIDE THE LAYERS OF TYPE "X" GYPSON BOARD ON THE GARAGE CEILING.
- ALL STRUCTURAL ELEMENTS SUPPORTING FLOOR ABOVE GARAGE, INCLUDING HALLS AND POSTS SUPPORTING FLOOR, MUST HAVE FOUR HOUR FIRE-RESISTIVE PROTECTION ON THE GARAGE SIDE PER SECTION 7.05.
 - PROVIDE ONE LAYER OF TYPE "X" GYPSON BOARD ON THE GARAGE HALLS AND POSTS.
- ALL HINDOOS & FRENCH DOORS AND SLOYS TO COMPLY WITH THE FOLLOWING REQUIREMENTS:
 - BE CERTIFIED TO THEIR ORIGINAL U-VALUES AS TESTED IN ACCORDANCE WITH "NFPA" PROCEDURES OR A DEF-FAIL TABLE CONTAINED IN THE DESIGN MANUAL.
 - HAVE A TEMPORARY LABEL, NOT TO BE REMOVED BEFORE INSPECTION BY THE BUILDING DEPARTMENT LISTING THE CERTIFIED U-VALUE IN THE DESIGN MANUAL.
 - HAVE A PERMANENT LABEL LISTING THE U-VALUE, CERTIFYING ORGANIZATION AND RATING PROTECTION.
- AN INSTALLATION CERTIFICATE IS REQUIRED TO BE POSTED AT THE BUILDING SITE PRIOR TO THE ISSUANCE OF THE OCCUPANCY PERMIT.
- ALL DRAIN LINES TO SLOPE MIN 1/4" PER FOOT.
- ALL JOINTS AND OPENINGS IN THE BUILDING ENVELOPE SHALL BE WEATHERSTRIPPED OR OTHERWISE SEALED TO LIMIT INFILTRATION AND EXFILTRATION.
- 1/2" SOLID CORE SELF-CLOSING DOOR: HAVE A PERMANENT LABEL LISTING THE CERTIFIED U-VALUE IN THE DESIGN MANUAL. U-VALUE, CERTIFYING ORGANIZATION AND RATING PROTECTION.
- SCREENED VENTS: SIZE 4/16" AT 6" ABOVE GARAGE FLOOR. (MIN. 2 REQUIRED)
- "PONY" WALLS: TO HEIGHT INDICATED ON THE PLAN. PROVIDE 2" MIN. DEEP FOOTING AT LOCATION INDICATED TO PROTECT GAS FIRED APPLIANCES FROM VIBRATIONS IMPACT.
- FORCED AIR UNITS SHALL COMPLY WITH THE PROVISIONS OF CHAPTER 6 OF THE UMG.
 - PROVIDE ONE OPENING WITHIN 12" OF THE TOP OF THE ENCLOSURE PER SECTION 602.02).
 - CONSTRUCTION AIR DUCTS SHALL NOT BE INSTALLED SO AS TO REQUIRE OPENINGS IN OR PENETRATIONS THROUGH CONSTRUCTION WHERE FIRE DAMPERS ARE REQUIRED PER SECTION 602.03).
 - PROVIDE CONSTRUCTION AIR DUCT FOR ALL INTERIOR FORCED AIR UNITS.
 - THE NET FREE AREA OF OPENINGS DUCTS OR PLUMBING SHALL BE AS SPECIFIED IN TABLE 6-A. WHEN GRILLES, SCREENS OR LOWERS ARE INSTALLED, PROVIDE FLAMING AND RESISTANCE PER MANUFACTURERS APPROVED AND SUPPLIED DETAILS.
- HOSE BIBS: PROVIDE PERMANENT ACCESS KEY, BRASS AND 1/2" HOSE BIBS AND DETAILS. UNIT TO BE "TSC" BRAND MODEL NO. 480 WITH CLEARANCES TO BE 3" TO NON-COMBUSTIBLE AND 12" IN THE REAR AND 36" ABOVE COOKING SURFACE PER MANUFACTURERS APPROVED AND SUPPLIED DETAILS.
- MASONRY FIREPLACE: CLOSABLE TIGHT FITTING GLASS DOORS, OUTSIDE CORROSION AIR WHEN LOCATED ON EXTERIOR WALL AND A READILY ACCESSIBLE, OPERABLE AND TIGHT FITTING DAMPER.
- PROVIDE AND INSTALL FULLY AUTOMATIC FIRE SPRINKLER SYSTEM APPROVED BY DISTRICT ENGINEER/HAVING JURISDICTION OVER THIS PROJECT.
- PROVIDE PAINTED LOWEDED DOOR WITH MINIMUM 100 SQUARE INCHES OF OPEN AREA.
- PROJECT TO USE LIQUID PROPANE GAS (LPG).
- THIS BUILDING IS TO COMPLY WITH THE COUNTY OF SAN DIEGO OUTDOOR LIGHTING ORDINANCE.
- FENCES AND STRUCTURES WITHIN 5 FEET OF BLDG. SHALL BE CONSTRUCTED OF NON-COMBUSTIBLE MATERIALS.
- DIMENSIONS: ALL DIMENSIONS ARE MEASURED FROM THE EXTERIOR HALL SURFACES WHERE APPLIES.

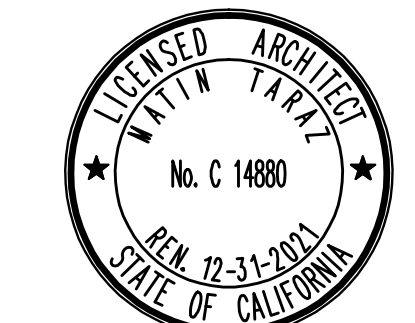
HALL STUD SCHEDULE:

- EXISTING HALL TO BE REMOVED
- EXISTING HALLS TO REMAIN 2 x 4 STUDS @ 16" O.C. U2X
- NEW HALLS 2 x 4 STUDS @ 16" O.C. U2X
- 2 x 6 STUDS @ 16" O.C. U2X
- 2 x 8 STUDS @ 16" O.C. U2X
- CONCRETE MASONRY UNIT WALL SIZE PER STRUCTURAL DWGS.



P.O. BOX 8090
RANCHO SANTA FE
CALIFORNIA
(858) 485-1137

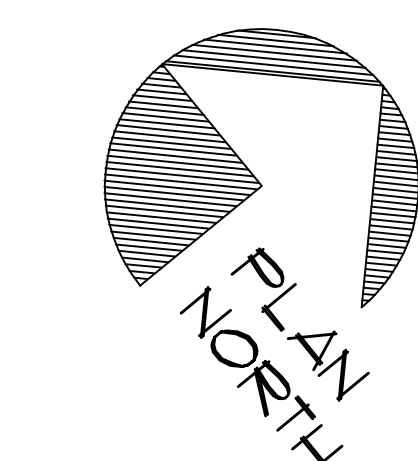
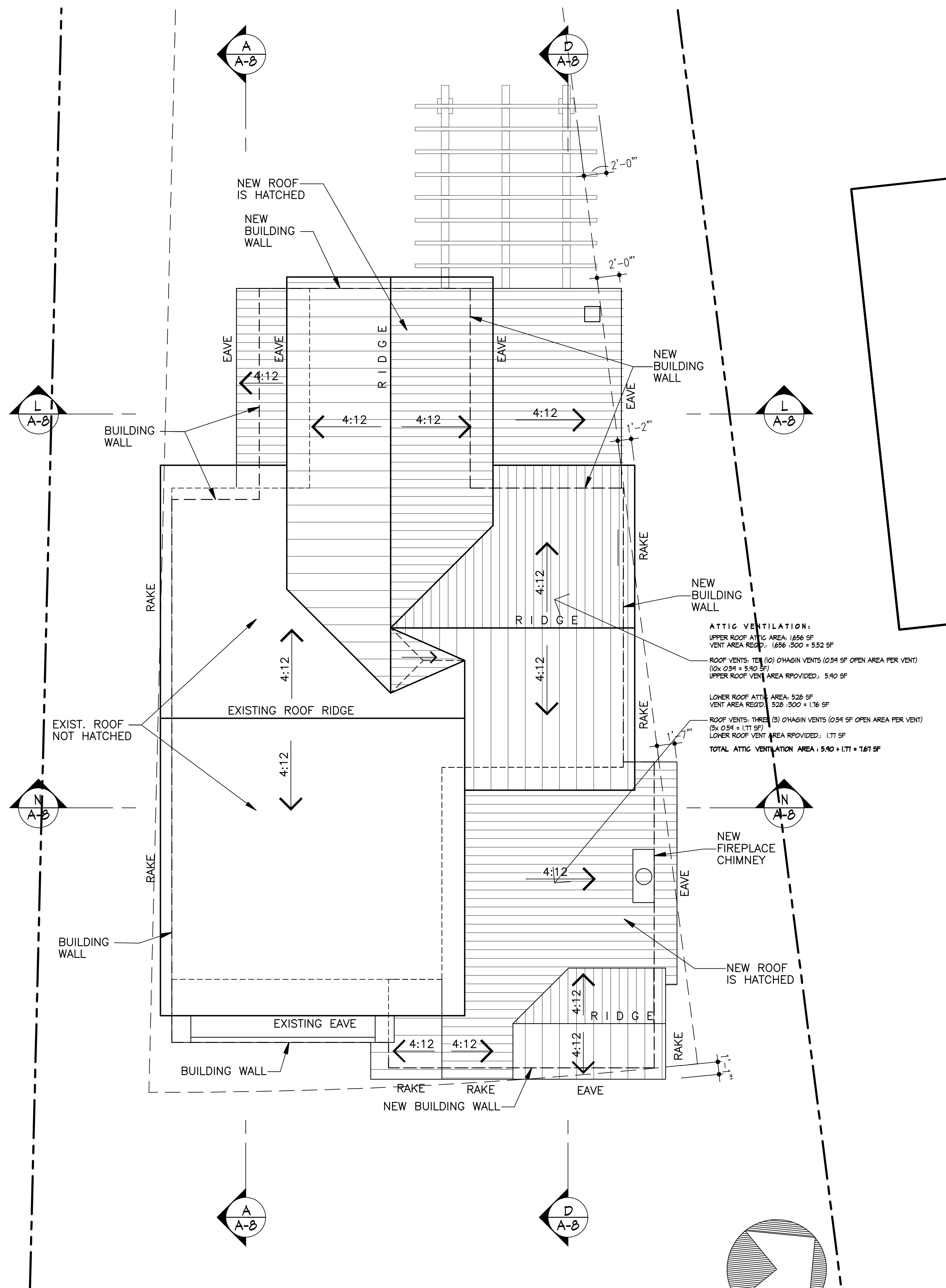
DILLARD RESIDENCE
1530 SANTA SABINA, SOLANA BEACH, CA 92075



DRAWN: **MATIN**
CHECKED: **MATIN**
ISSUED:
SURVEY 03.01.2013
S.D. 03.20.2013
C.D. 06.04.2016
PLANNING 02.20.2020

PROJECT NO. **1301**
SHEET TITLE
SECOND FLOOR PLAN
SCALE: 3/16" = 1'-0"
SHEET NO.

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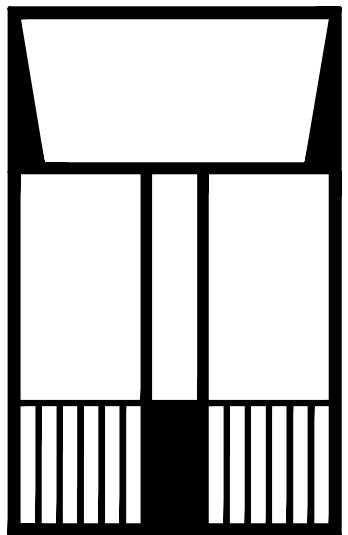


ROOF PLAN
SCALE : 3/16" = 1'-0"

ROOF PLAN NOTES :

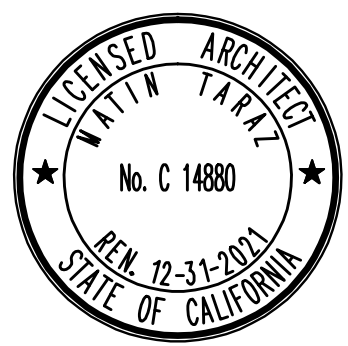
1. ROOF SLOPE GRADIENT. 4 : 12 (TYP)
2. ROOFING MATERIAL PER EXTERIOR ELEVATIONS.
3. EXTERIOR STUCCO FINISH PER EXTERIOR ELEVATIONS
4. ROOF PARAPET PER EXTERIOR ELEVATIONS.
5. G.I. GUTTER AND FLASHING PER DETAIL. SLOPE MINIMUM 1/8" PER FOOT TOWARDS DOWNSPOUT (DS) AND OVERFLOW (OF). GUTTERS SHALL BE PROVIDED WITH MEANS TO PREVENT ACCUMULATION OF LEAVES AND DEBRIS.
6. CRICKET FRAMED OVER CONTINUOUS ROOF SHEATHING. SLOPE TO BE MINIMUM 1:12.
7. FLAT STUCCO SURFACES TO SLOPE MINIMUM 1/2" PER FOOT IN THE DIRECTION OF ARROW.
8. LINE OF EXTERIOR WALL BELOW SOFFIT OR ROOF.
9. G.I. LOUVERED ATTIC VENTS PER DETAIL WITH 1/8-INCH NON-COMBUSTIBLE, CORROSION-RESISTANT MESH BACK. OPEN AREA TO BE MIN. 60%.
10. CHIMNEY STACK PER EXTERIOR ELEVATIONS.
11. CURB MOUNTED SKYLIGHT. ALSO SEE FLOOR PLAN. SEE ROOF PLAN FOR LOCATION, WINDOW SCHEDULE FOR SIZE AND ROOF FRAMING PLAN FOR FRAMING INFORMATION. SKYLIGHTS EQUAL TO VELUX NORTHLIGHT 40-40
12. ROOF DRAIN & OVERFLOW PER DETAIL. DIRECT PIPING TO EXTERIOR WALL THEN DOWN TO GRADE. CONNECT TO STORM DRAIN SYSTEM. OVERFLOW DRAINS SHALL BE CONNECTED TO DRAIN LINES INDEPENDENT OF FROM THE ROOF DRAINS.
13. ROOF SCUPPER & RAIN WATER LEADER CONNECT LEADER TO STORM DRAIN SYSTEM.
14. EXPOSED VALLEY FLASHING SHALL BE CONSTRUCTED WITH MIN. 26-GAUGE CORROSION RESISTANT METAL INSTALLED OVER MINIMUM 36 INCH-WIDE SINGLE LAYER OF NO. 12 ASTM CAP SHEET RUNNING THE FULL LENGTH OF THE VALLEY.

ATTIC VENTILATION:
 UPPER ROOF ATTIC AREA: 1656 SF
 VENT AREA REQ'D: 1656 / 300 = 5.52 SF
 ROOF VENTS: TEN (10) 0'HAGIN VENTS (0.54 SF OPEN AREA PER VENT)
 (10x 0.54 = 5.40 SF)
 UPPER ROOF VENT AREA PROVIDED: 5.40 SF
 LOWER ROOF ATTIC AREA: 528 SF
 VENT AREA REQ'D: 528 / 300 = 1.76 SF
 ROOF VENTS: THREE (3) 0'HAGIN VENTS (0.54 SF OPEN AREA PER VENT)
 (3x 0.54 = 1.71 SF)
 LOWER ROOF VENT AREA PROVIDED: 1.71 SF
TOTAL ATTIC VENTILATION AREA : 5.40 + 1.71 = 7.61 SF



P.O. BOX 8090
RANCHO SANTA FE
CALIFORNIA
(858) 485-1187

DILLARD RESIDENCE
1530 SANTA SABINA, SOLANA BEACH, CA 92075



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 ISSUED
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 S.D. 03.20.2013
 C.D. 06.04.2016
 PLANNING 02.20.2020

PROJECT NO. 1301

SHEET TITLE
ROOF PLAN

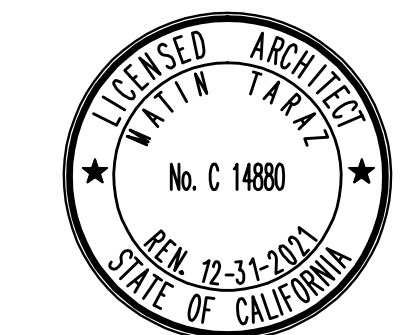
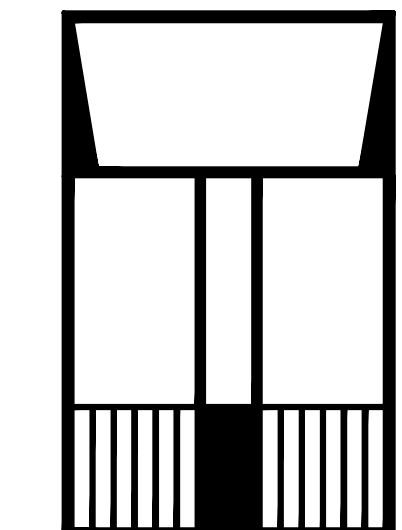
SCALE : 3/16" = 1'-0"

SHEET NO.

A-6

PROPOSED ROOF PLAN

ALL IDEAS, DESIGN ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF TARAZ ARCHITECTURE AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF TARAZ ARCHITECTURE.



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PROJECT NO. 1301

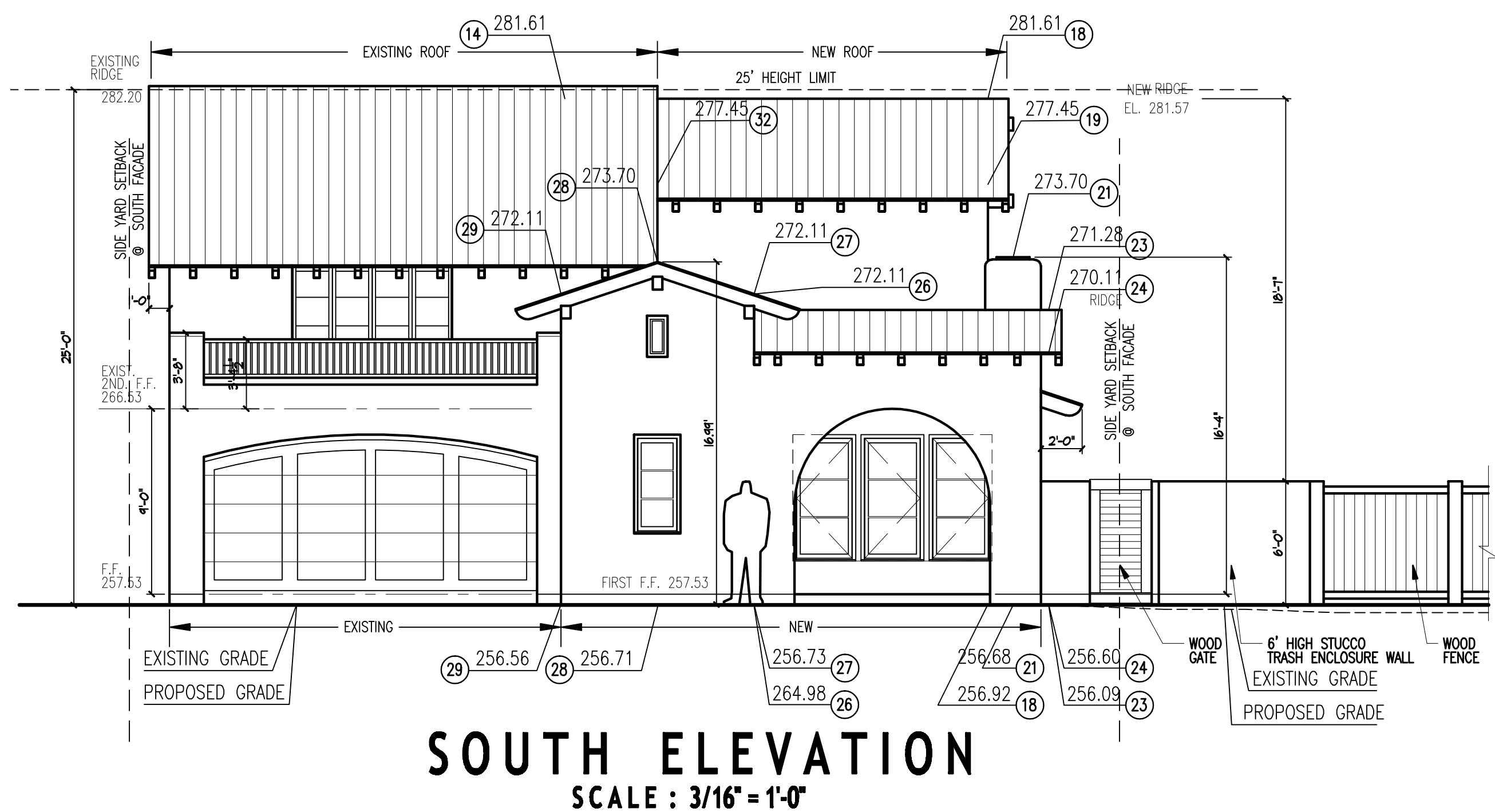
SHEET TITLE
ELEVATIONS

SCALE: 3/16" = 1'-0"

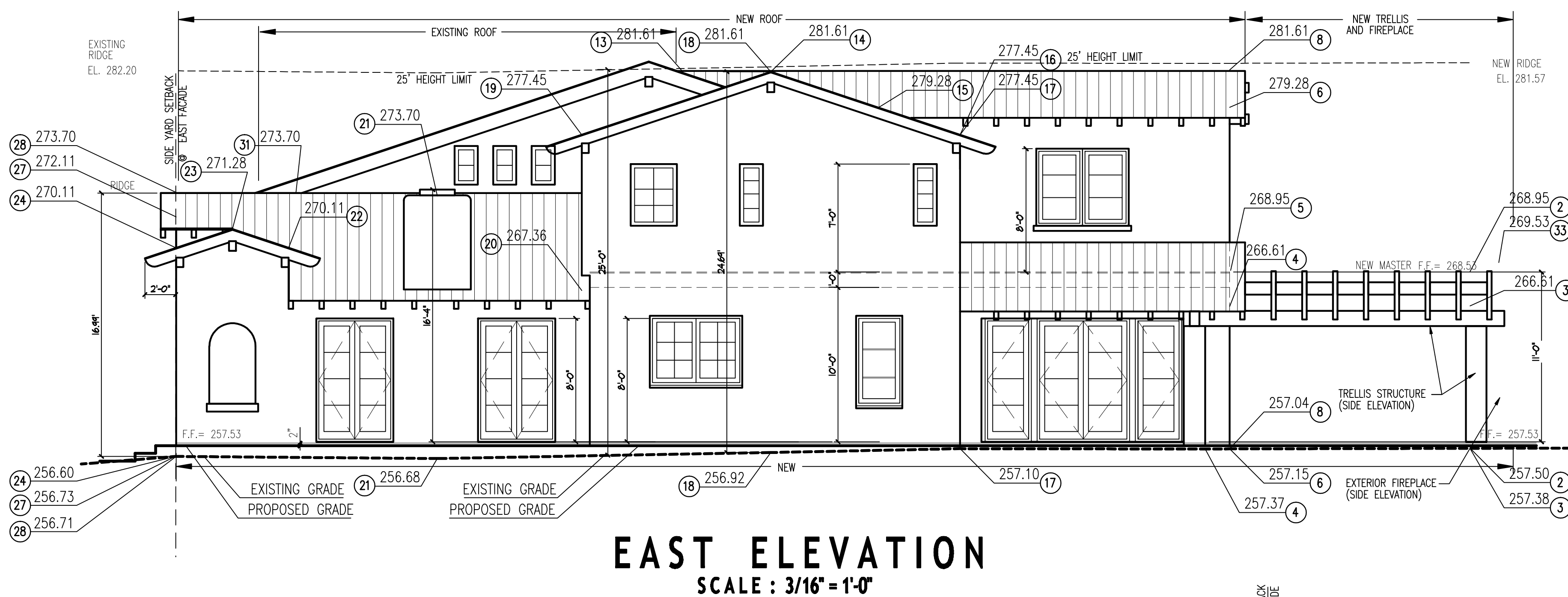
SHEET NO.

ELEVATION NOTES:

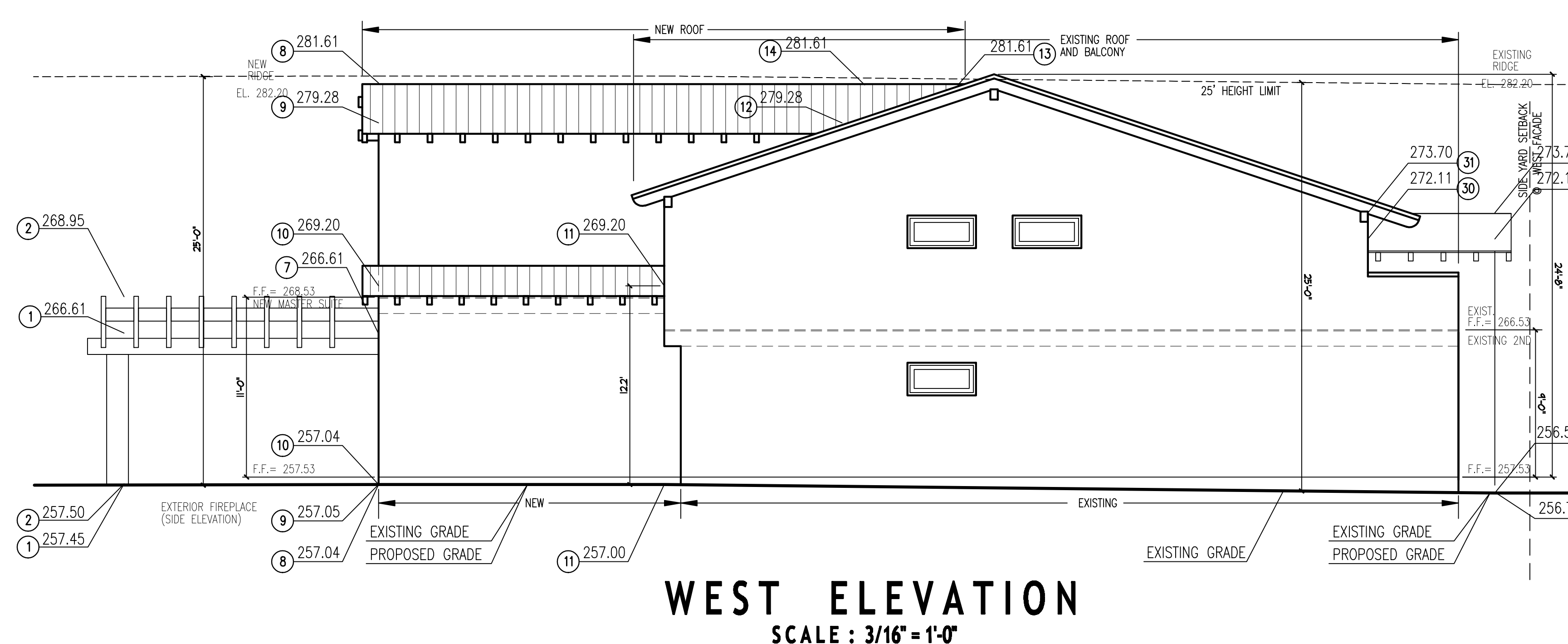
- 1. CLAY ROOF TILES SHALL BE EQUAL TO: REDLAND CLAY TILE, SANDCAST SERIES- BALAJ MISSION TWO PIECE, CLAY TILE (ICBO REPORT NO. ER-4500) INSTALLED IN STRICT ACCORDANCE WITH MFR'S. INSTRUCTIONS, AND UBC TABLE 32B. PROVIDE MINIMUM ONE LAYER TYPE 30 (50LB) FELT UNDER LAYMENT. EQUIVALENT PRODUCTS TO HAVE MINIMUM CLASS "A" FIRE RATINGS.
 - A. TYPICAL ROOF PITCH IS 4:12 (EXCEPT WHERE INDICATED OTHERWISE).
 - B. PROVIDE AND INSTALL APPROVED METAL FLASHING AND COUNTER-FLASHING AT ALL ROOF INTERSECTIONS, PITCH BREAKS, ROOF PENETRATIONS, ETC. AS MAY BE REQUIRED TO ENSURE A WEATHER-TIGHT ROOF SYSTEM.
 - C. ROOF TILES SHALL BE 30% BOOSTED AND MUDDER (CONCRETE GROUT).
 - D. EAVE TILES SHALL BE FIRE-STOPPED WITH CONCRETE GROUT (MUD).
- 2. EXTERIOR PLASTER FINISH: 1/8" STUCCO OVER PAPER BACKED WIRE LATH FINISH TO BE SMOOTH STEEL TROWEL.
- 3. G.I. STUCCO BASE/DRIIP SCREED.
- 4. G.I. FLASHING.
- 5. LINE OF G.I. GUTTER BEHIND PARAPET WALL. SEE WALL SECTIONS AND DETAILS.
- 6. SECTIONAL ROLL-UP GARAGE DOOR WITH WOOD TRIM.
- 7. WOOD WINDOWS, FRENCH DOORS AND SLIDING GLASS DOORS SHALL BE EQUAL TO "MARVIN" WITH PRIME PAINT FINISH IN SIZES AS INDICATED IN THE DOOR AND WINDOW SCHEDULE ON SHEET A-4.
- 8. NOT USED.
- 9. WOOD ATTIC VENTS PER DETAIL WITH SCREENED BACK AS NOTED. OPEN AREA TO BE MIN. 60%.
- 10. NOT USED.
- 11. 6"x14" SCREENED GARAGE VENTS @ 8' ABOVE GARAGE FLOOR (MINIMUM OF 2 REQUIRED).
- 12. DECORATIVE EXTERIOR LIGHT FIXTURE.
- 13. DECORATIVE WOOD RAFTER TAILS PER DETAIL.
- 14. DECORATIVE WOOD BEAM PER DETAIL.
- 15. COPPER GUTTER AND DOWNSPOUT PER DETAIL. ALL GUTTERS TO BE PROVIDED WITH MEANS TO PREVENT ACCUMULATION OF LEAVES & DEBRIS.
- 16. CAST STONE SCUPPERS PER DETAILS.
- 17. CAST STONE DOOR/WINDOW SURROUND PER DETAIL.
- 18. DECORATIVE WOOD TRIM PER DETAIL.
- 19. DECORATIVE WOOD GUARDRAILS PER DETAIL.
- 20. DECORATIVE WOOD POST.
- 21. DECORATIVE WOOD SHUTTERS PER DETAIL.
- 22. G.I. LOUVERED ATTIC VENTS PER DETAIL WITH 1/8-INCH NON-COMBUSTIBLE, CORROSION-RESISTANT MESH BACK. OPEN AREA TO BE MIN. 60%.
- 23. DECORATIVE WROUGHT IRON GRILLE PER DETAIL.
- 24. DECORATIVE WOOD paneled front door.



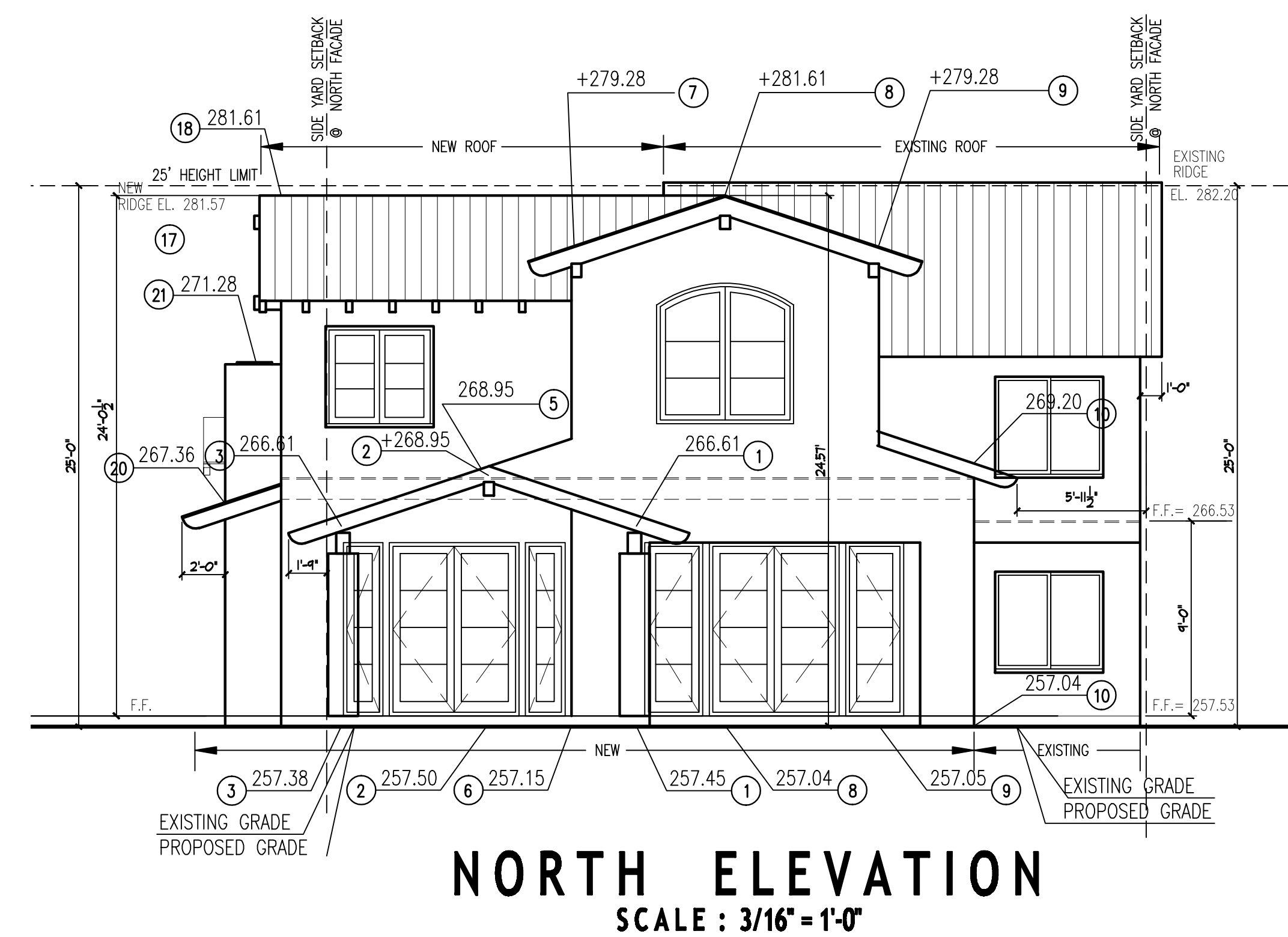
SOUTH ELEVATION
SCALE: 3/16" = 1'-0"



EAST ELEVATION
SCALE: 3/16" = 1'-0"

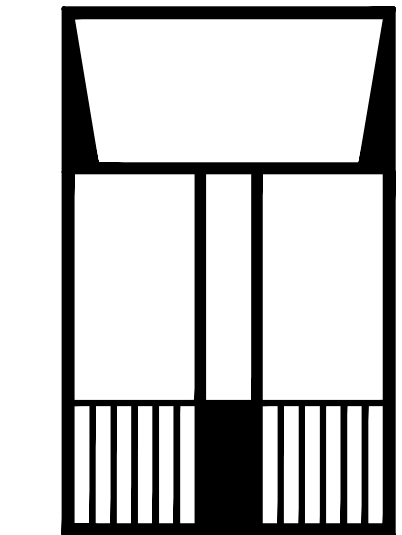


WEST ELEVATION
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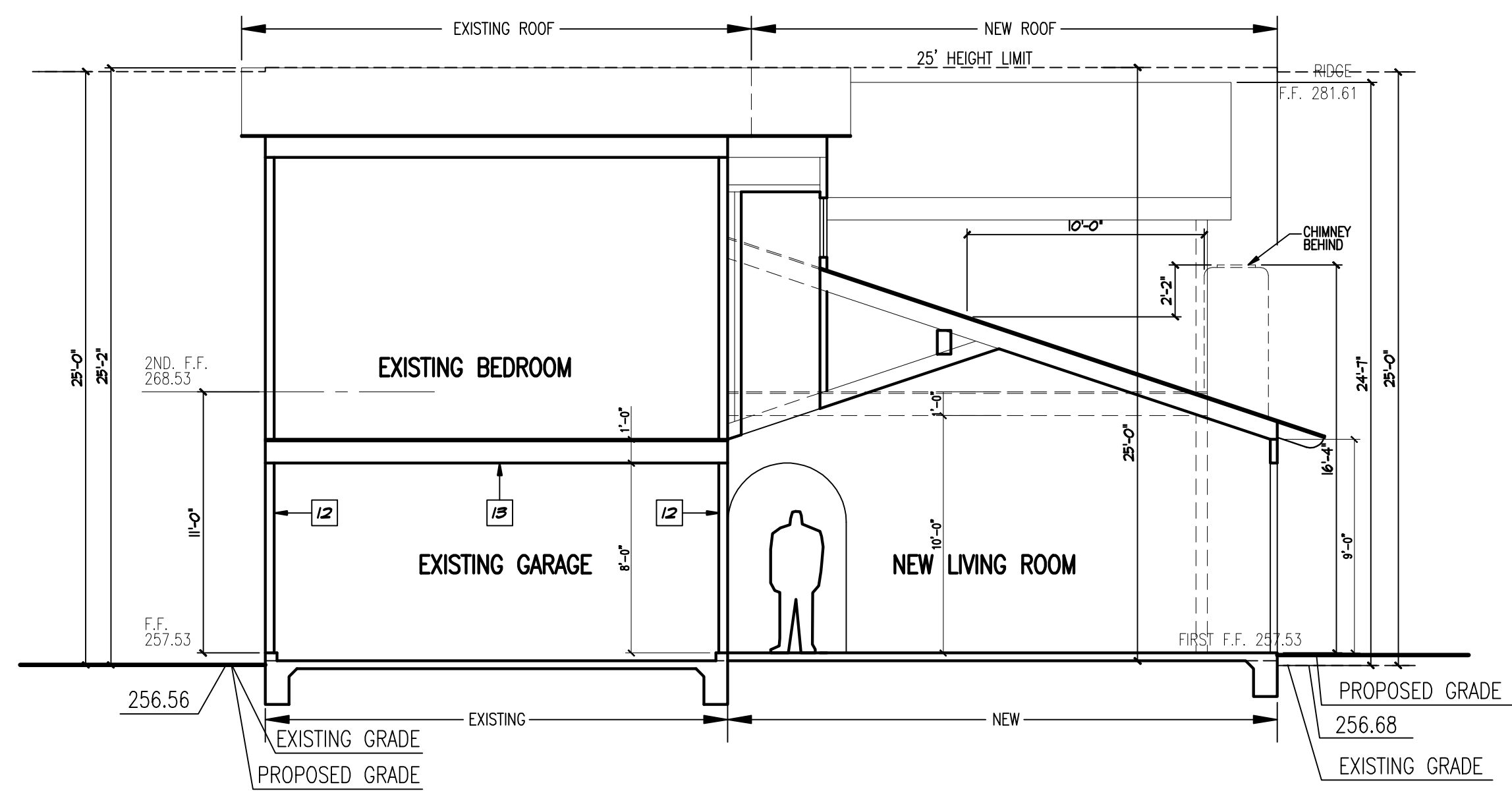


NORTH ELEVATION
SCALE: 3/16" = 1'-0"

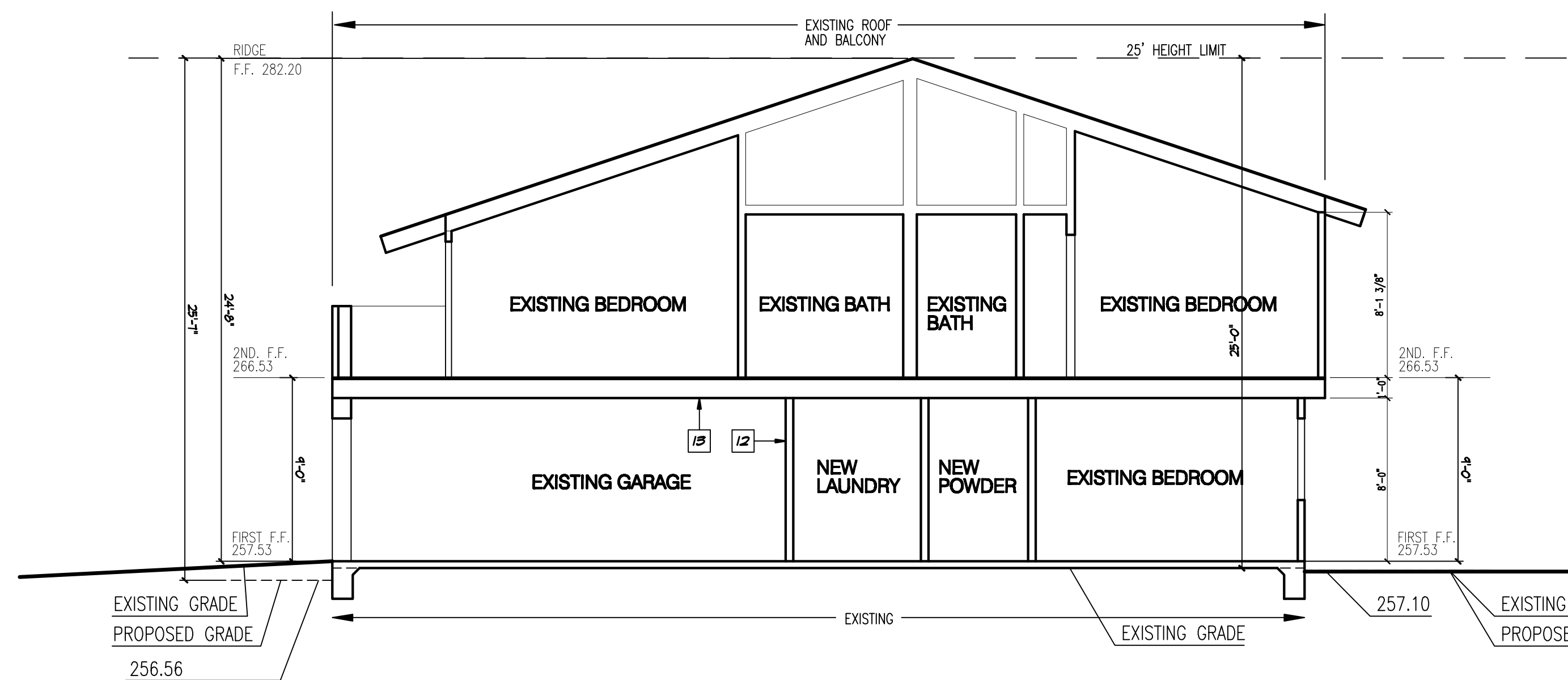
ALL IDEAS, DESIGN ARRANGEMENTS AND PLANS INDICATED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF TARAZ ARCHITECTURE AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF TARAZ ARCHITECTURE.



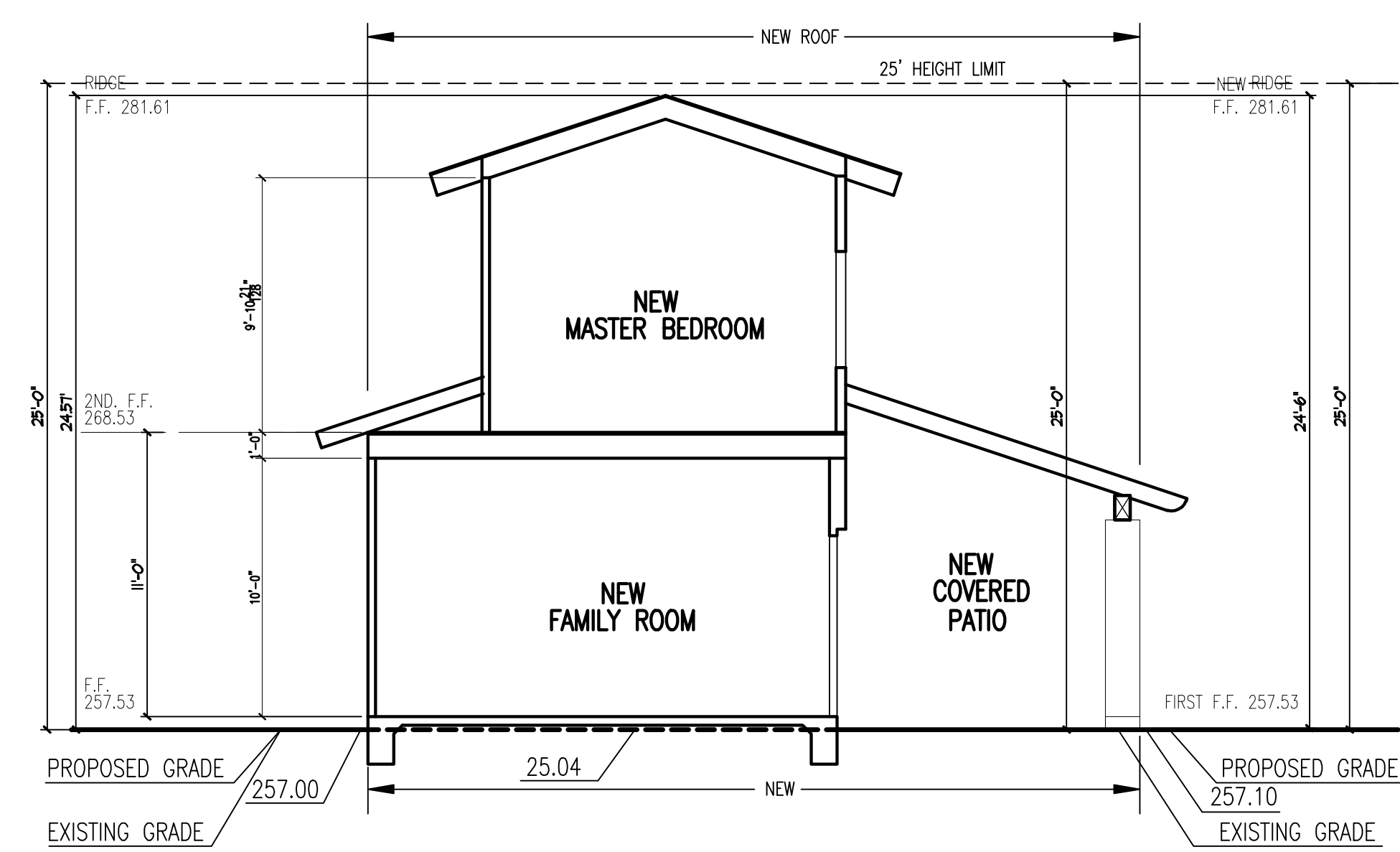
- SECTION NOTES :**
- TYPICAL ROOF PITCH SHALL BE 4:12 UNLESS OTHERWISE INDICATED ON THE DRAWINGS. SEE 'ROOF PLAN' AND 'ROOF FRAMING PLAN' FOR VARIATIONS AND 'PITCH' BREAKS.
 - ALL FRAMING MEMBER SIZES AND SHEATHING IS SPECIFIED ON THE 'FRAMING PLANS'.
 - BUILDING INSULATION SHALL HAVE THE FOLLOWING 'R' VALUES:
A. CEILINGS AND ROOFS: R-50
B. EXTERIOR WALLS: R-19
C. RAISED FLOORS: R-19
D. INTERIOR WALLS: R-11
NOTE: DO NOT USE PAPER-BACKED INSULATION IN ATTICS OR OTHER VENTILATED SPACES.
 - LATERALLY UNSUPPORTED WALLS SHALL BE 'BALLOON FRAMED' IN ACCORDANCE WITH THE SPECIFICATION SEC. 01600, PAR. 11-20 SHEET NO.1
 - FOR EXTERIOR WALL AND ROOF MATERIALS SEE 'EXTERIOR ELEVATIONS'.
 - TYPICAL INTERIOR FINISH SHALL BE 5/8" GYPSUM HALBOARD EXCEPT WHERE OTHERWISE INDICATED OR REQUIRED.
 - TYPICAL BEARING WALL CONSTRUCTION SHALL BE:
2x4 OR 2x6 PRESSURE TREATED SILL PLATE,
2x4 OR 2x6 STUDS @ 16" O.C.,
DOUBLE 2x4 OR 2x6 TOP PLATE SPLICED W/ A MINIMUM OF 12-16" EACH SIDE UNLESS OTHERWISE INDICATED ON THE DRAWINGS.
 - 2x4 OR 2x6 FIRE STOPS SHALL BE PROVIDED IN CONCEALED SPACES OF STUD WALLS AND PARTITIONS, INDICATING FURRED SPACES AT THE CEILING AND FLOOR LEVELS AND AT 10-FOOT INTERVALS ALONG THE LENGTH OF THE WALL.
 - FOR TYPICAL STRUCTURAL DETAILS NOT SPECIFICALLY REFERENCED ON THE PLANS, REFER TO THE 'TYPICAL STRUCTURAL DETAILS' ON SHEETS S-1 AND S-2.
 - BUILT-IN CABINET WORK PER 'INTERIOR DESIGN' DRAWINGS.
 - CEILING COFFERS, WOODWORK AND RECESSED NICHE PER 'INTERIOR DESIGN' DRAWINGS.
 - 5/8" TYPE 'X' GYPSUM HALBOARD CONTINUOUS FROM SILL PLATE TO CEILING.
 - 2 LAYERS 5/8" TYPE 'X' GYPSUM HALBOARD CEILING.



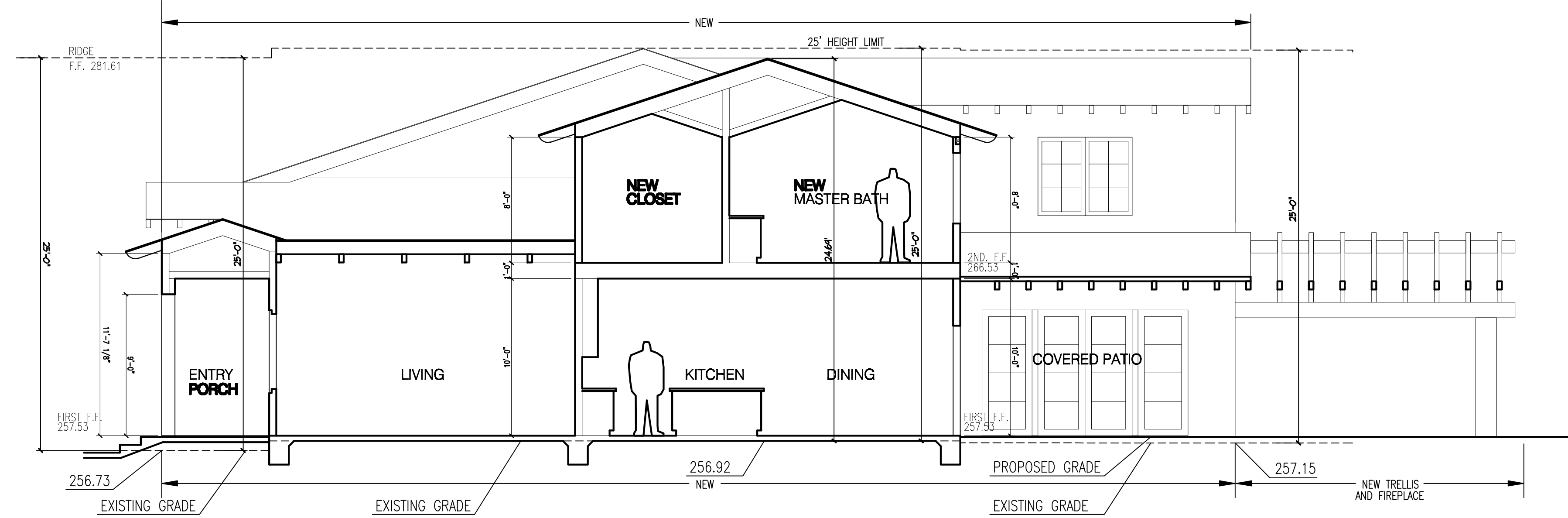
CROSS SECTION N-N
SCALE : 3/16" = 1'-0"



CROSS SECTION A-A
SCALE : 3/16" = 1'-0"



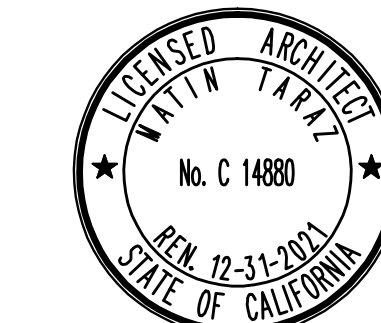
CROSS SECTION L-L
SCALE : 3/16" = 1'-0"



CROSS SECTION D-D
SCALE : 3/16" = 1'-0"

CROSS SECTIONS

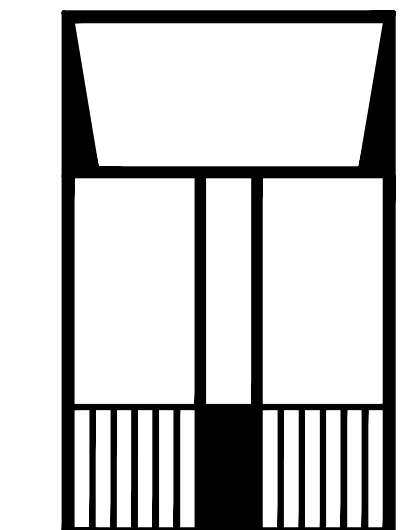
DILLARD RESIDENCE
1530 SANTA SABINA, SOLANA BEACH, CA 92075



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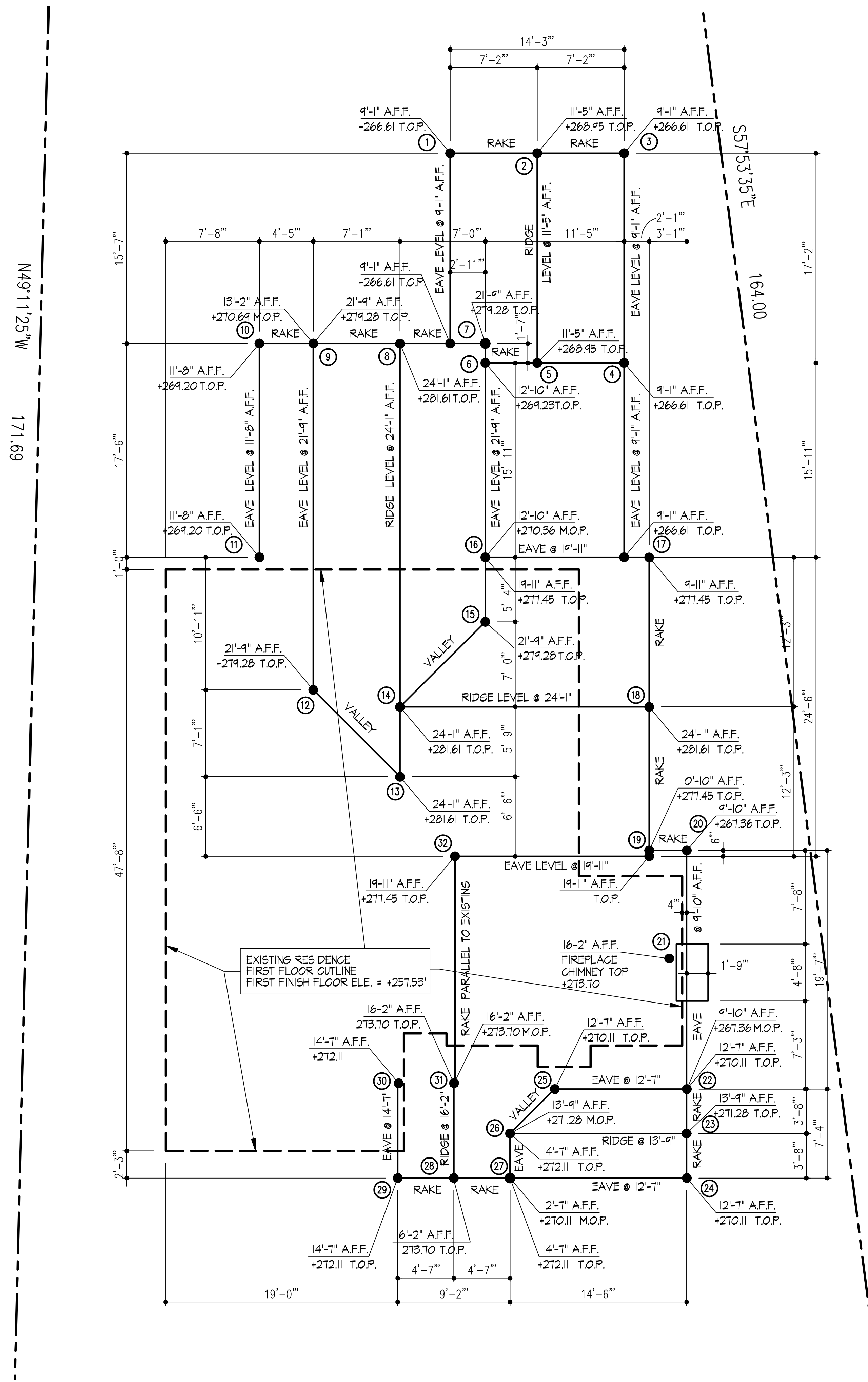
PROJECT NO. 1301
SHEET TITLE
FLOOR PLANS
SCALE : 3/16" = 1'-0"
SHEET NO.

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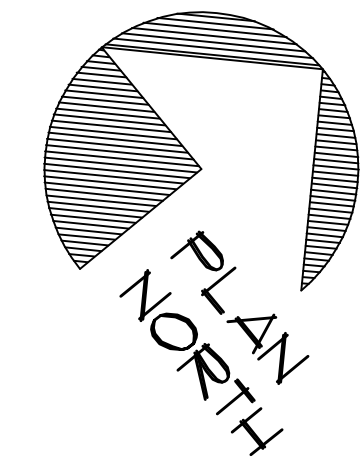
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PLANNING 02.20.2020

PROJECT NO. 1301
SHEET TITLE
STORY POLE PLAN
SCALE: 3/16" = 1'-0"
SHEET NO.



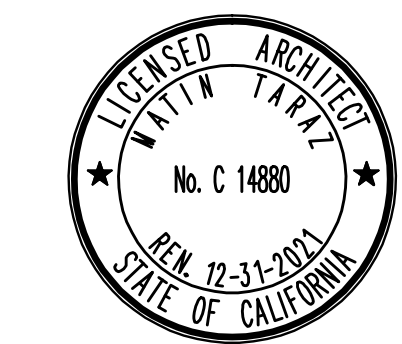
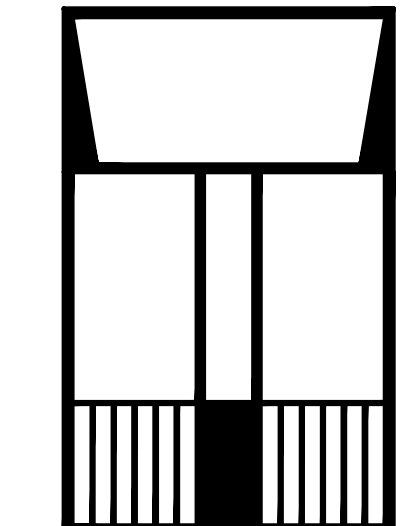
STORY POLE PLAN A.F.F. = ABOVE FINISHED FLOOR

SCALE: 3/16" = 1'-0"



STORY POLE PLAN

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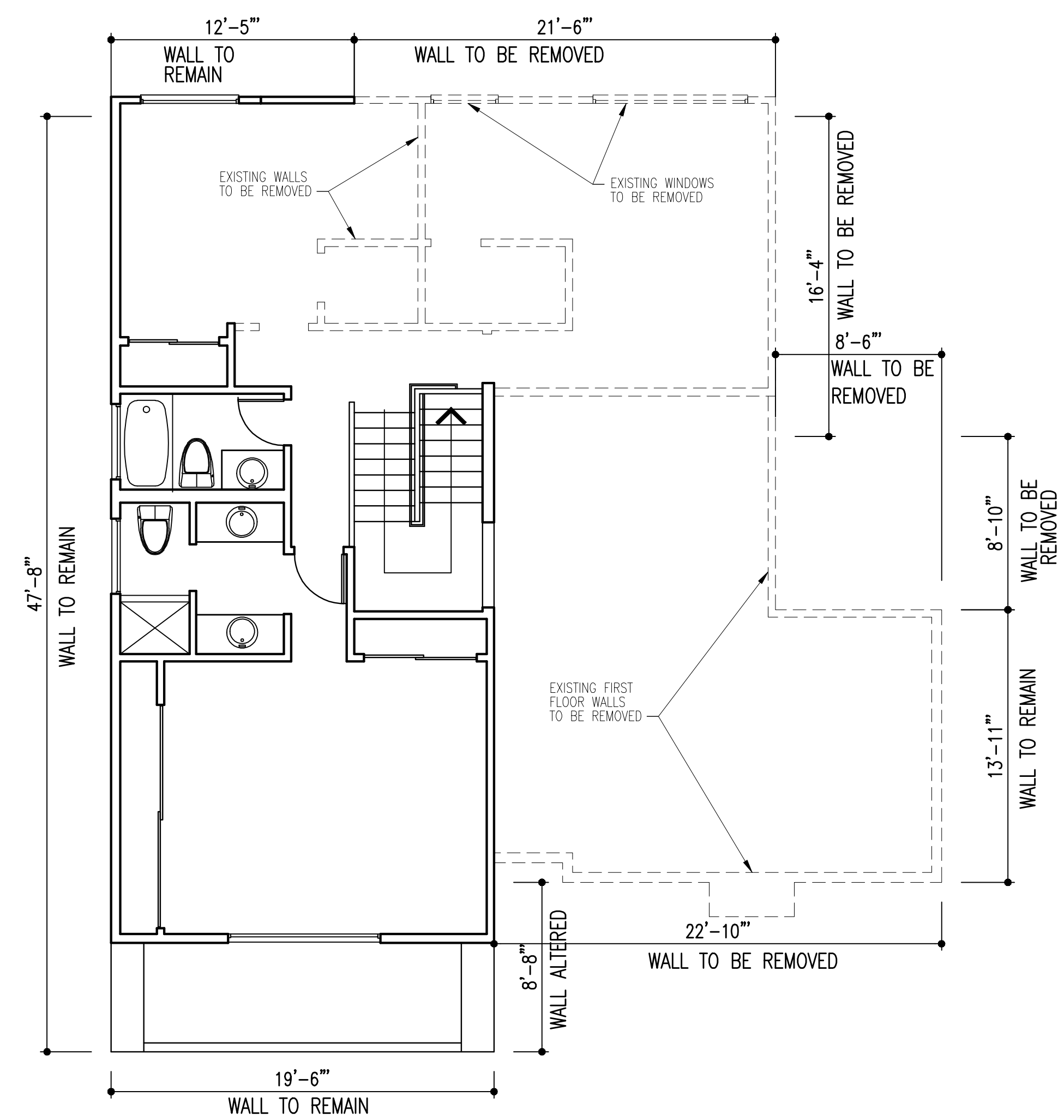
PROJECT NO. 1301

SHEET TITLE
DEMO PLANS

SCALE: 3/16" = 1'-0"

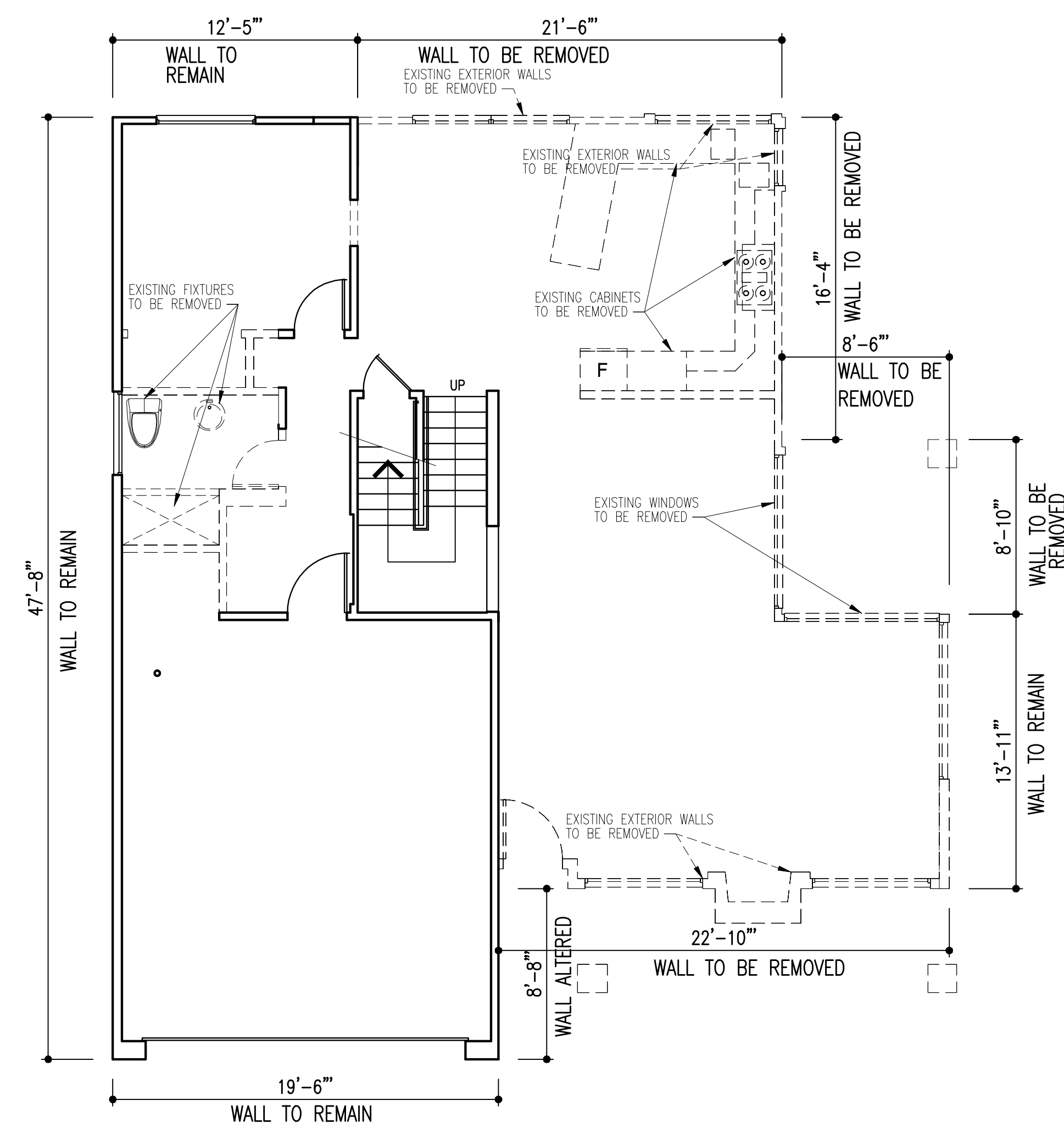
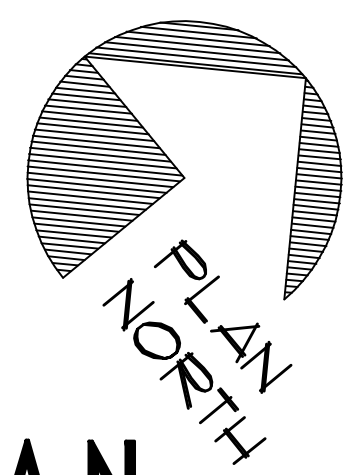
SHEET NO.

AD-1



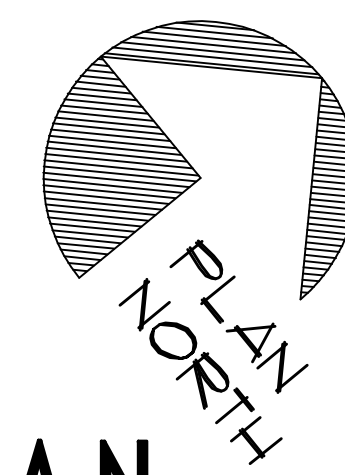
SECOND FLOOR DEMOLITION PLAN

SCALE : 3/16" = 1'-0"



FIRST FLOOR DEMOLITION PLAN

SCALE : 3/16" = 1'-0"

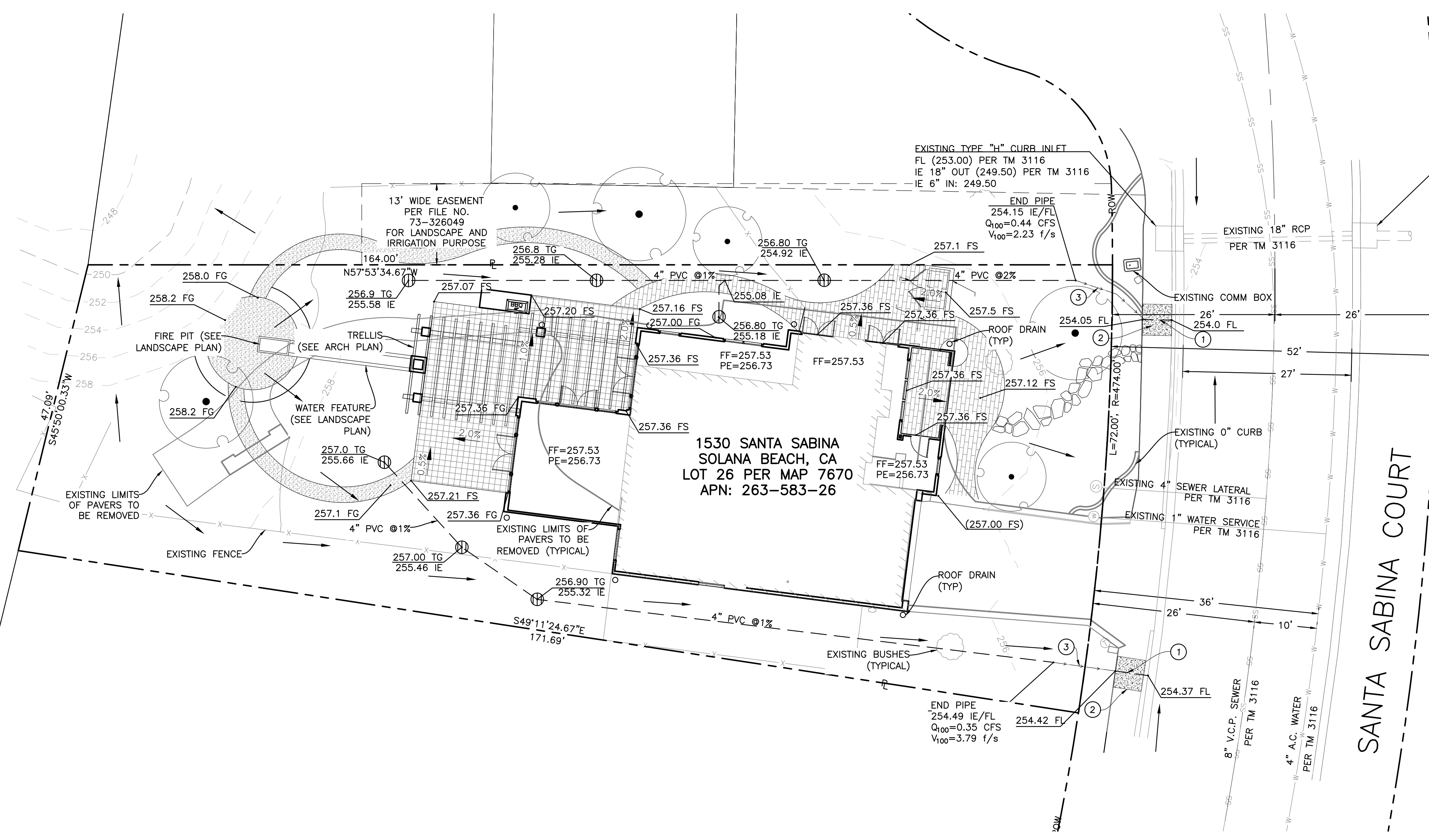


DEMOLITION SCHEDULE:

- EXISTING TO BE REMOVED
- ===== EXISTING TO REMAIN

WALLS TO REMAIN	WALLS TO BE REMOVED
	8'-8"
	22'-10"
19'-6"	8'-10"
47'-8"	8'-6"
12'-5"	16'-4"
13'-11"	21'-6"
93'-6" (51.9%)	86'-8" (48.1%)

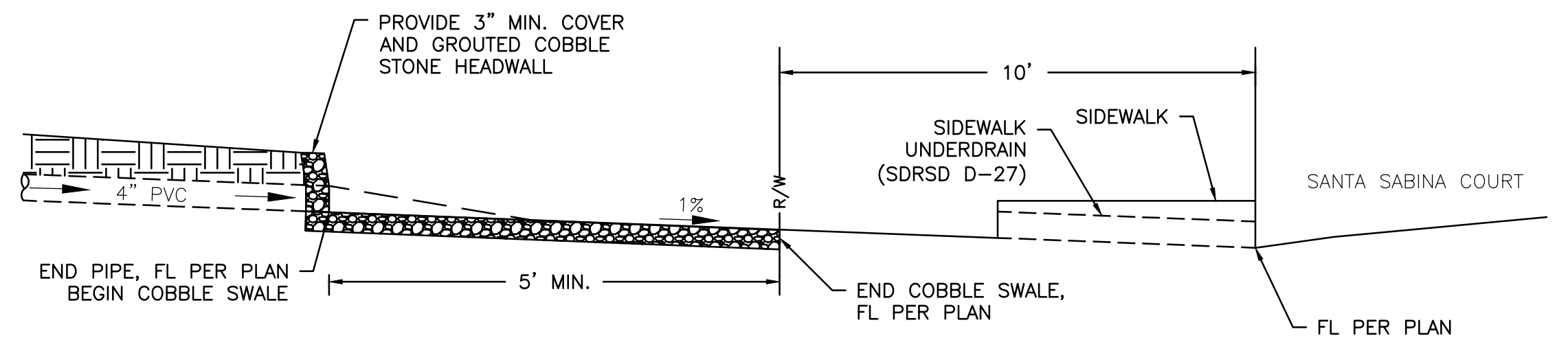
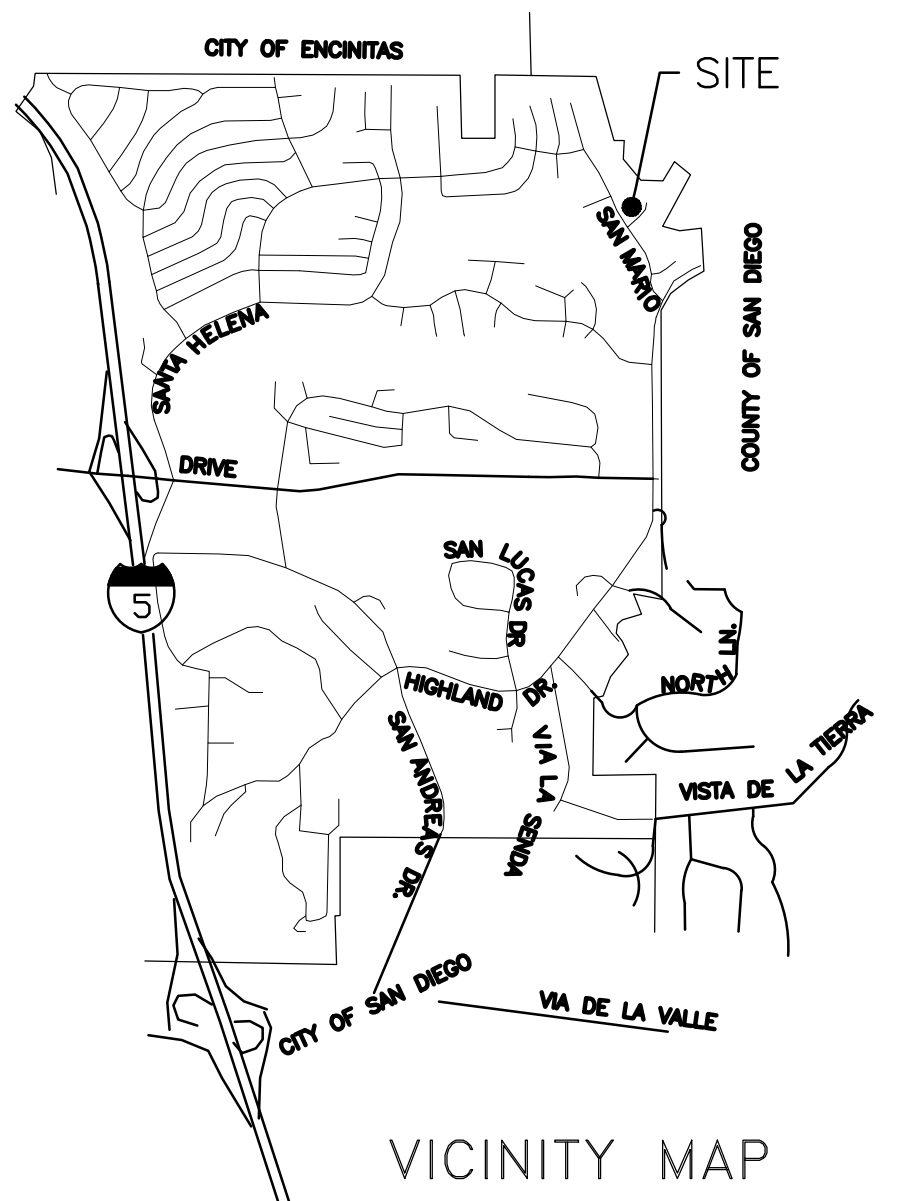
DEMOLITION PLANS



- CONSTRUCTION NOTES**
- ① SIDEWALK UNDERDRAIN PER SDRSD D-27
 - ② REPLACE EXISTING SIDEWALK PANEL AS REQUIRED
 - ③ COBBLE SWALE. SEE DETAIL BELOW LEFT.

PRE/POST IMPERVIOUS AREA

EXISTING PERVIOUS (LANDSCAPING)	= 7,079 SF
EXISTING IMPERVIOUS (ROOF, DRIVEWAY, PATIOS)	= 3,354 SF
TOTAL	= 10,433 SF
PROPOSED PERVIOUS (LANDSCAPING, DG PATHS, PERMEABLE PAVERS)	= 6,445 SF
PROPOSED IMPERVIOUS (ROOF, DRIVEWAY, PATIOS)	= 3,988 SF
TOTAL	= 10,433 SF

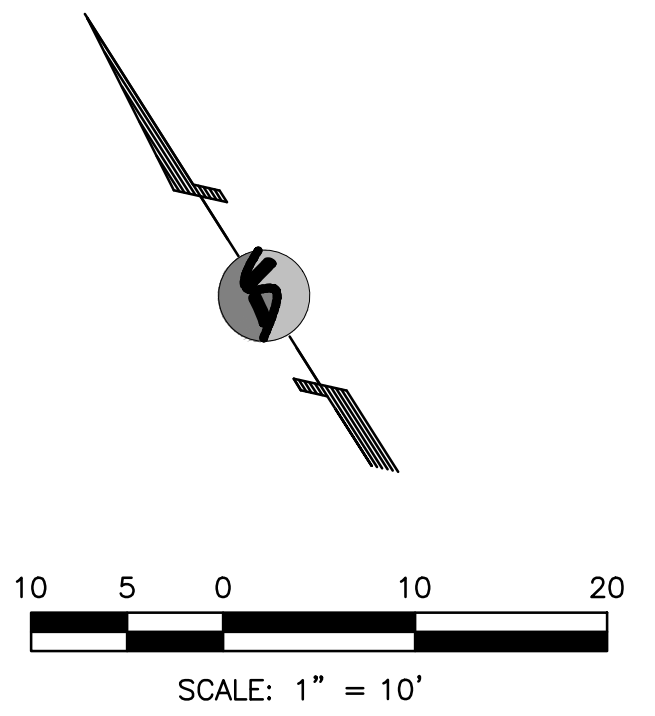


LEGEND

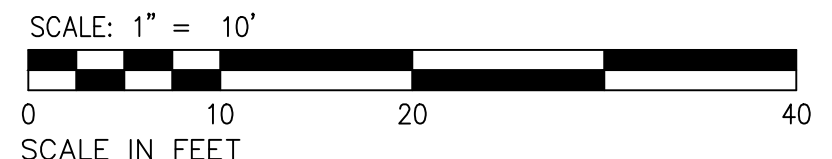
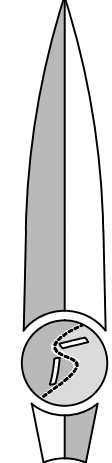
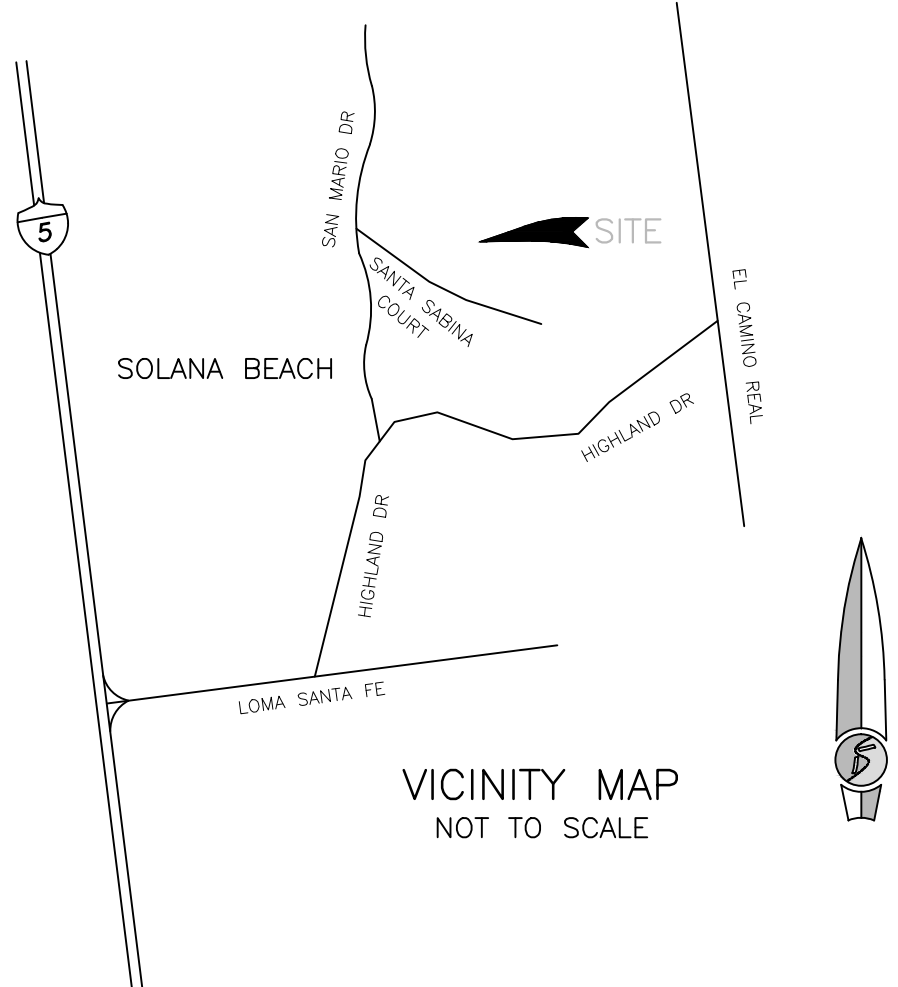
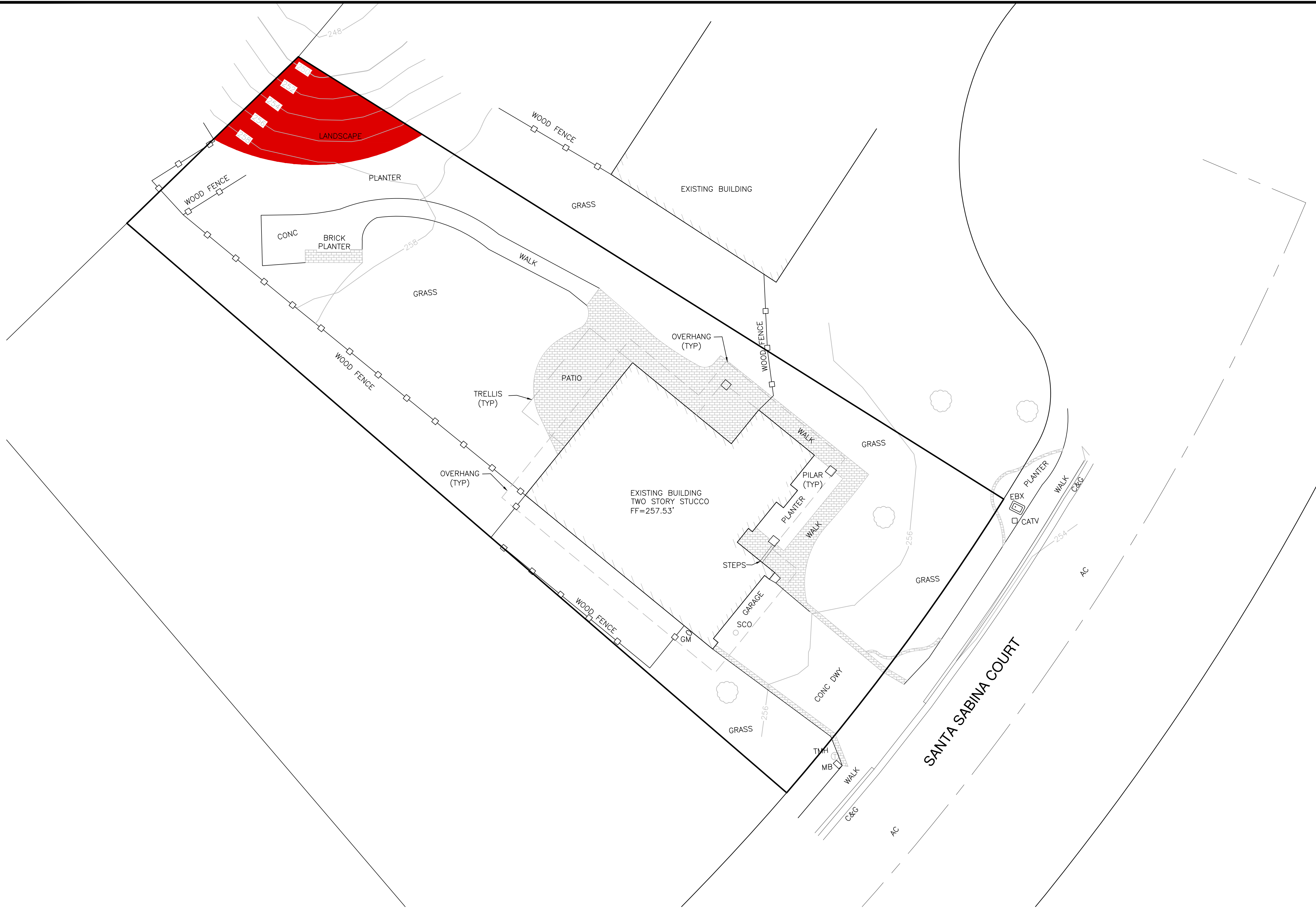
- | | | | |
|---------------------------------------|--|---|--|
| COBBLE SWALE | | DG PATH (SEE LANDSCAPE PLAN) | |
| AREA DRAIN W/PVC PIPE (SIZE PER PLAN) | | NATURAL STONE PAVING (SEE LANDSCAPE PLAN) | |
| DIRECTION OF RUNOFF | | PERMEABLE PAVERS (SEE LANDSCAPE PLAN) | |
| EXISTING FENCE | | FLAGSTONE (SEE LANDSCAPE PLAN) | |
| EXISTING CONTOURS | | | |
| SPOT ELEVATION | | | |
| EXISTING SEWER SERVICE | | | |
| EXISTING WATER METER | | | |
| PROPERTY LINE | | | |
| PROPOSED TREE (SEE LANDSCAPE PLANS) | | | |

ABBREVIATIONS

- | | |
|-----|--------------------------|
| AC | ASBESTOS CEMENT PIPE |
| FF | FINISH FLOOR |
| FG | FINISH GRADE |
| FL | FLOWLINE ELEVATIONS |
| FS | FINISH SURFACE |
| IE | INVERT ELEVATIONS |
| PE | PAD ELEVATION |
| RCP | REINFORCED CONCRETE PIPE |
| TG | TOP OF GRATE |
| TM | TENTATIVE MAP |
| VCP | VITRIFIED CLAY PIPE |



ENGINEER OF WORK	CITY APPROVED CHANGES	APP'D DATE	RECOMMENDED FOR APPROVAL	APPROVED FOR CONSTRUCTION	BENCH MARK	CITY OF SOLANA BEACH	ENGINEERING DEPARTMENT	DRAWING NO.
By: A. S. AGUILAR R.C.E. 61158, EXP. 6/30/21			By: _____ Date: _____	By: Mohammad Sammak, City Engineer R.C.E.: 37146 Exp: 6/30/20		GRADING PLANS (DESIGN REVIEW) FOR: 1530 SANTA SABINA SOLANA BEACH, CA		C-1
Drawn By: BC			By: _____ Date: _____			DILLARD RESIDENCE		Sheet 1 of 1



SLOPE ANALYSIS TABLE		
SLOPE	COLOR	AREA
a. Less than 25 percent slope.		.21 ACRES
b. 25 to 40 percent slope.		0 ACRES
c. Greater than 40 percent slope.		.01 ACRES

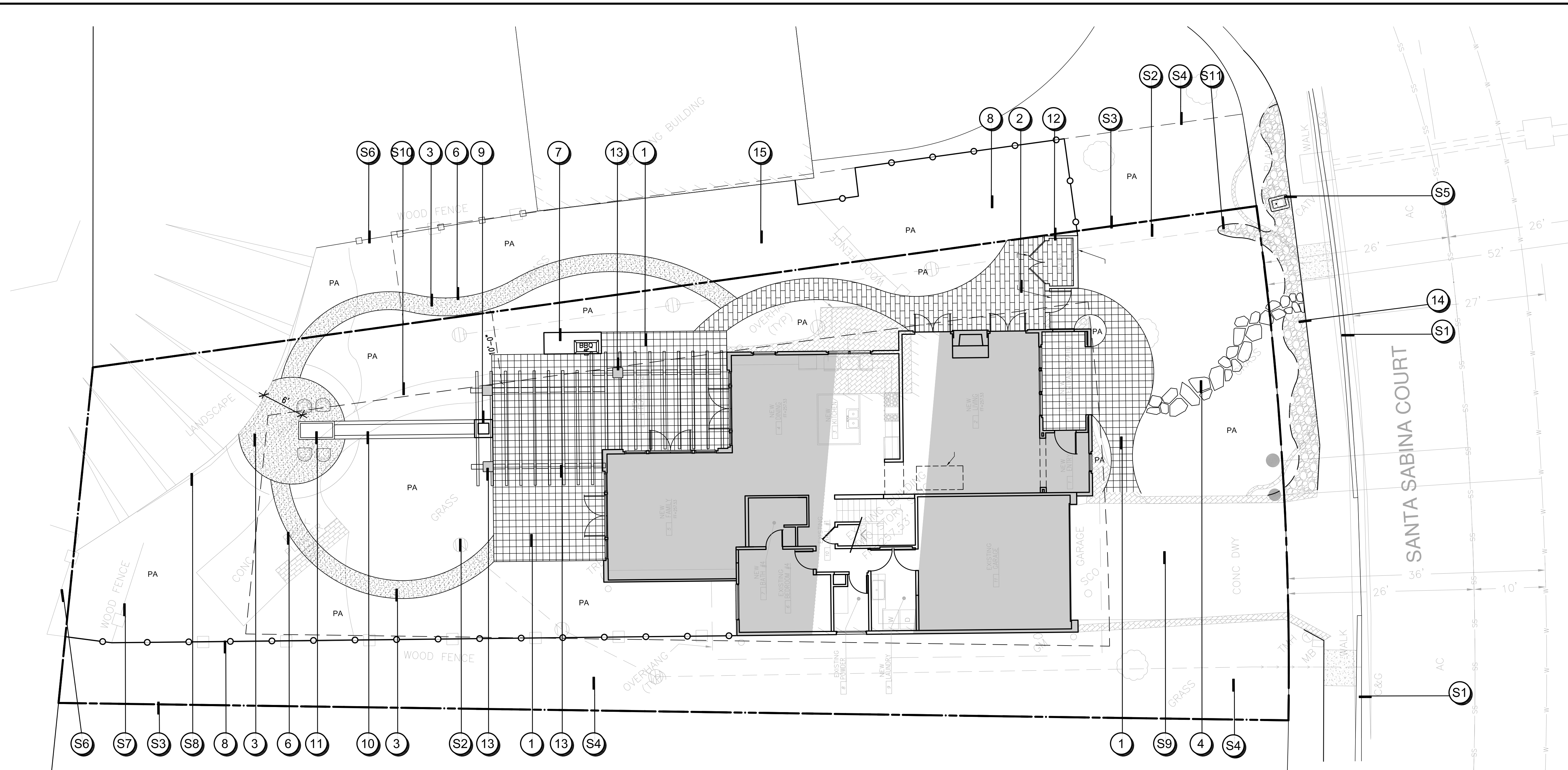


SHEET SIZE: 24"x36"

SAN DIEGUITO ENGINEERING, INC.
 4407 MANCHESTER, SUITE 105
 ENCINITAS, CA 92024
 PHONE: (760) 753-5525

CIVIL ENGINEERING • PLANNING
 LAND SURVEYING

SLOPE ANALYSIS
 OF
LOT 26 PER MAP 7670
 SOLANA BEACH, CA
 FEBRUARY 2015



PRELIMINARY PLANS - NOT FOR CONSTRUCTION

LINEAR
LANDSCAPE ARCHITECTURE
IRRIGATION DESIGN GROUP

3571 INGRAHAM STREET
SAN DIEGO, CA 92109
WWW.LINEARLANDARCH.COM



DILLARD RESIDENCE
1530 SANTA SABINA
SOLANA BEACH, CA

NOTES
THIS PLAN IS DIAGRAMMATIC ONLY. THE INTENT IS TO PORTRAY LANDSCAPE INFORMATION ONLY. THESE PLANS DO NOT PROVIDE SOLUTIONS TO ALL LANDSCAPE RELATED PROBLEMS.
MINOR ADJUSTMENTS IN LAYOUT OR FINISH ELEVATIONS MAY OCCUR DUE TO FIELD CONDITIONS OR AT THE DISCRETION OF THE OWNER. THE CONTRACTOR IS TO BEAR FULL RESPONSIBILITY OF OBTAINING ALL PERMITS AND PLAN APPROVALS THROUGH PERTINENT BUILDING DEPARTMENTS PRIOR TO CONSTRUCTION.

CONSTRUCTION LEGEND

- | | |
|--|---|
| <p>EXISTING SITE ELEMENTS</p> <ul style="list-style-type: none"> (S1) EXISTING CURB/GUTTER (S2) PROPOSED DRAIN/UTILITIES PER CIVIL ENG. (S3) PROPERTY LINE (S4) EASEMENT (S5) EXISTING METER LOCATION (S6) EXISTING FENCE TO REMAIN (S7) EXISTING FENCE TO BE REMOVED (S8) TOP OF SLOPE (S9) EXISTING DRIVEWAY TO REMAIN (S10) BUILDING SETBACK (S11) DRAINLINE OUTLET, PER CIVIL ENGINEER | <p>HARDSCAPE/MASONRY/CARPENTRY</p> <ul style="list-style-type: none"> (1) NATURAL STONE TILE SET ON CONCRETE, OR SIMILAR (2) PERMEABLE CONCRETE PAVERS - 80MM 'AQUA VIA' BY ACKERSTONE 'ANTIQUE PEWTER', OR SIMILAR (3) STABILIZED DECOMPOSED GRANITE - 1/8" PEWTER GRAY (4) SAND SET FLAGSTONE STEPPERS (5) BOULDERS - SEE LEGEND (6) 4" ALUMINUM EDGING - MILL FINISH (7) 36" HT BBQ COUNTER W/ PIP COUNTER (SMOOTH HAND TROWELED FINISH, COLOR TO BE 'XXX') AND STUCCO TO MATCH HOUSE (8) 6' HT HORIZONTAL WESTERN RED CEDAR FENCE. NO SPACING (9) 30" HT WATER FOUNTAIN (10) 6" HT WATER RILL FEATURE - NO MORE THAN 12" DEEP (11) 12" HT CUSTOM NATURAL GAS FIREPIT (12) TRASH ENCLOSURE - PER ARCHITECTS PLANS (13) ARCHITECTURAL TRELLIS/COLUMNS - PER ARCHITECTS PLANS (14) COBBLE - 'XXX' |
|--|---|

NOTES
ALL MEASUREMENTS ARE APPROXIMATE. CONTRACTOR TO VERIFY DIMENSIONS AND FINISH ELEVATIONS IN THE FIELD. MINOR ADJUSTMENTS IN LAYOUT OR FINISH ELEVATIONS MAY OCCUR DUE TO FIELD CONDITIONS OR AT THE DISCRETION OF THE OWNER.
THE CONTRACTOR IS TO BEAR FULL RESPONSIBILITY OF OBTAINING ALL PERMITS AND PLAN APPROVALS THROUGH PERTINENT BUILDING DEPARTMENTS PRIOR TO CONSTRUCTION.
CONTRACTOR TO PROVIDE CLIENT WITH SAMPLES OF ALL STONE MATERIAL, DECOMPOSED GRANITE, AND GROUT. CLIENT AND DESIGNER SHALL APPROVE SAMPLES BEFORE ORDERING MATERIALS.
SEE SHEET LC-02 FOR GENERAL NOTES AND DRAINAGE AND GRADING NOTES.
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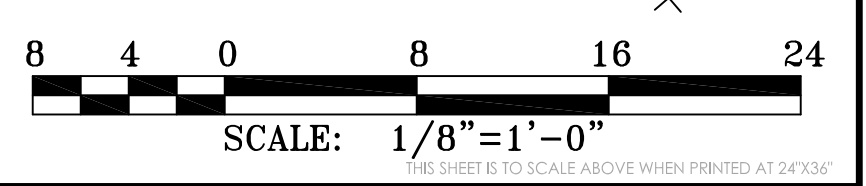
GENERAL NOTES
1. BEFORE START OF ANY EXCAVATION OR TRENCHING IN LOCATION ON PROJECT SITE, CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES. CONTACT UNDERGROUND SERVICE ALERT FOR LOCATION OF RIGHT OF WAY UTILITIES AT 1-800-422-4133 AND PROPERTY OWNER FOR ON SITE UTILITIES A MINIMUM OF 48 WORKING HOURS PRIOR TO START OF ANY EXCAVATION. DO NOT COMMENCE ANY EXCAVATION UNTIL UTILITIES HAVE BEEN LOCATED.
2. CONTRACTOR AND/OR OWNER BUILDER IS TO BEAR FULL RESPONSIBILITY FOR OBTAINING ALL PERMITS AND PLAN APPROVALS THROUGH THE PERTINENT BUILDING DEPT. FOR THIS PROJECT.
3. CONTRACTOR SHALL ADHERE TO ALL PREVAILING BUILDING CODES, ZONING REQUIREMENTS AND SETBACKS RELATED TO THE PROJECT.
4. IN ADDITION, THE CONTRACTOR SHALL TAKE NOTE OF ANY UNUSUAL SITE CONDITIONS EFFECTING COST OR CONSTRUCTION FEASIBILITY AND WILL NOTIFY OWNER AND/OR LANDSCAPE DESIGNER PRIOR TO COMMENCEMENT OF WORK.
5. CONTRACTOR TO INSPECT SITE PRIOR TO START OF CONSTRUCTION AND VERIFY ALL SPECIAL CONDITIONS WHICH MIGHT INVOLVE ADDED COST, I.E. SITE PREP, DEMOLITION, HAULING COST, ETC. PROVIDE OWNER WITH WRITTEN ESTIMATE OF ALL ANTICIPATED COSTS.
6. CONTRACTOR TO VERIFY ALL PROPERTY LINES, EASEMENTS, AND SETBACKS IN THE FIELD PRIOR TO INSTALLATION OF WORK.

- SYMBOL LEGEND**
- P.A. PLANTING AREA - SEE PLANTING PLAN
 - SAWCUT SCORELINE
 - EXPANSION JOINT
 - STEP UP

AREA SUMMARY

	EXISTING SF	PROPOSED TOTAL SF
NON-LANDSCAPED AREA	4405 SF	3824 SF
NON-IRRIGATED LANDSCAPE	459 SF	1203 SF
IRRIGATED LANDSCAPE	5109 SF	4363 SF
WATER FEATURES	N/A	33 SF
DECORATIVE HARDSCAPE	N/A	550 SF
TOTAL AREA	9973 SF	9973 SF

	AREA OF WORK
IRRIGATED LANDSCAPE	4363 SF
WATER FEATURES	33 SF
DECORATIVE HARDSCAPE	550 SF
AGGREGATE LANDSCAPE AREA	4946 SF



PREPARED FOR
JILL DILLARD
1530 SANTA SABINA
SOLANA BEACH, CA

PREPARED BY
LINEAR LANDSCAPE ARCHITECTURE

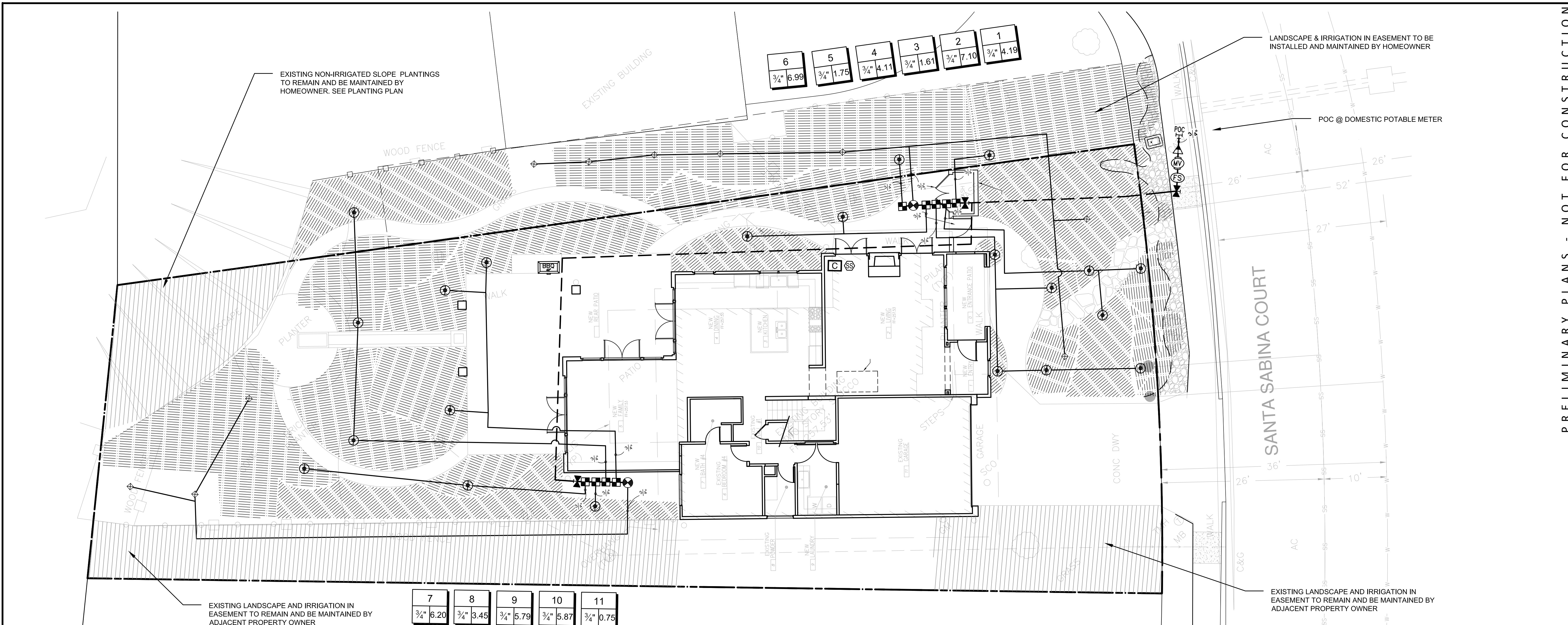
JOE DODD, ASLA
3571 INGRAHAM ST.
SAN DIEGO, CA 92109
P | 888.203.6628

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LC-01

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01 OF 10

FILE NAME: G:\DILLARD RESIDENCE\DILLARD - ISHT.DWG



GENERAL IRRIGATION NOTES

- ALL LOCAL MUNICIPAL AND STATE LAWS, RULES AND REGULATIONS GOVERNING OR RELATING TO ANY PORTION OF THIS WORK ARE HEREBY INCORPORATED INTO AND MADE A PART OF THESE SPECIFICATIONS AND THEIR PROVISIONS SHALL BE CARRIED OUT BY THE CONTRACTOR. IN CASE OF CONFLICT BETWEEN THE SPECIFICATIONS, DRAWINGS, AND/OR CODE, THE MORE STRINGENT REQUIREMENT SHALL PREVAIL.
- THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES AND SERVICES BEFORE COMMENCING WORK. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THESE PLANS ARE APPROXIMATE ONLY. ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE.
- THE CONTRACTOR SHALL OBTAIN THE PERTINENT ENGINEERING OR ARCHITECTURAL PLANS BEFORE BEGINNING WORK.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS REQUIRED TO PERFORM THE WORK INDICATED HEREIN BEFORE BEGINNING WORK.
- THE MAINLINE AND SLEEVING IS DIAGRAMMATIC. ALL PIPING IS FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED WITHIN LIMIT OF WORK BOUNDARIES AND IN SHRUB PLANTING AREAS WHERE POSSIBLE. AVOID ANY CONFLICTS BETWEEN THE SPRINKLER SYSTEM, PLANTING AND ARCHITECTURAL FEATURES.
- IRRIGATION EQUIPMENT AS SHOWN IS DIAGRAMMATIC. INSTALL ALL THE IRRIGATION REMOTE CONTROL VALVES, QUICK COUPLERS, MASTER VALVES, FLOW SENSORS, BACKFLOWS, AIR/VACUUM DEVICES, BALL VALVES, AND ANCILLARY EQUIPMENT, IN SHRUB PLANTING AREAS WHEN FEASIBLE OR AS APPROVED BY OWNER'S REPRESENTATIVE AND THE LANDSCAPE IRRIGATION DESIGNER.
- DO NOT WILLFULLY INSTALL ANY EQUIPMENT AS SHOWN ON THE PLANS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN CONDITIONS EXIST THAT WERE NOT EVIDENT AT THE TIME THESE PLANS WERE PREPARED. ANY SUCH CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO ANY WORK OR THE IRRIGATION CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY FIELD CHANGES DEEMED NECESSARY BY THE OWNER.
- INSTALL ALL EQUIPMENT AS SHOWN IN THE DETAILS AND SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH LOCAL CITY, COUNTY AND STATE REQUIREMENTS FOR BOTH EQUIPMENT AND INSTALLATION.
- CONTRACTOR TO PROVIDE AN ADDITIONAL PILOT WIRE FROM CONTROLLER ALONG ENTIRETY OF MAINLINE TO THE LAST RCV ON EACH AND EVERY LEG OF MAIN LINE. LABEL SPARE WIRES AT BOTH ENDS
- ALL PIPE UNDER PAVED AREAS, HARDSCAPE, OR AS DIRECTED BY OWNERS REPRESENTATIVE TO BE INSTALLED IN SLEEVING, TWICE THE DIAMETER OF PIPE OR WIRE BUNDLE CARRIED. ALL 2" AND 3" SLEEVING FOR NON-VEHICULAR PAVING SHALL BE PVC1220 SCH. 40, TYPE 1, GRADE 2 MATERIAL CONFORMING TO ASTM STANDARD D-1785-4. ALL 4" AND LARGER SLEEVING BELOW VEHICULAR PAVING SHALL BE PVC1220 SCH.80 SDR21, TYPE 1, GRADE 2 MATERIAL CONFORMING TO ASTM STANDARD D-2241. SLEEVES UNDER BROW DITCHES SHALL BE ENCASED IN CONCRETE A MINIMUM OF 6" THICK ON ALL SIDES OF PIPE. SLEEVES TO EXTEND AT LEAST 12" PAST THE EDGE OF PAVING.
- ALL QUICK COUPLER VALVES TO BE INSTALLED IN SHRUB OR GROUND COVER AREAS WHERE POSSIBLE. ALL QUICK COUPLER VALVES TO BE INSTALLED AS SHOWN ON THE INSTALLATION DETAILS. INSTALL ALL QUICK COUPLER VALVES WITHIN 18" OF HARDSCAPE.
- IRRIGATION HEADS ADJACENT TO THE STREET SHALL BE HELD A MINIMUM OF 2 FEET FROM EDGE OF PAVEMENT. ALL HEADS ARE TO BE INSTALLED WITH THE NOZZLE, SCREEN AND ARCS SHOWN ON THE PLANS. ALL HEADS ARE TO BE ADJUSTED TO PREVENT OVERSPRAY ONTO BUILDINGS, WALLS, FENCES AND HARDSCAPE. THIS INCLUDES, BUT NOT LIMITED TO, ADJUSTMENT OF DIFFUSER PIN OR ADJUSTMENT SCREW, REPLACEMENT OF PRESSURE COMPENSATING SCREENS, REPLACEMENT OF NOZZLES WITH MORE APPROPRIATE RADIUS UNITS AND THE REPLACEMENT OF NOZZLES WITH ADJUSTABLE ARC UNITS. WHEN VERTICAL OBSTRUCTIONS (PROPS, STREET LIGHTS, TREES, ETC.) INTERFERE WITH THE SPRAY PATTERN OF THE SPRINKLER HEADS PREVENTING PROPER COVERAGE, THE IRRIGATION CONTRACTOR SHALL FIELD ADJUST THE SPRINKLER SYSTEM BY INSTALLING A QUARTER CIRCLE OR HALF CIRCLE SPRINKLER HEAD ON EACH SIDE OF THE OBSTRUCTION SO AS TO PROVIDE PROPER COVERAGE. ALL ADJUSTMENTS SHALL BE MADE AT NO ADDITIONAL COST TO THE OWNER.
- THE IRRIGATION CONTRACTOR SHALL ADJUST THE PRESSURE REGULATOR ON EACH ELECTRIC CONTROL VALVE SO THAT THE SPRINKLER HEAD FARTHEST AND HIGHEST IN ELEVATION FROM ITS RESPECTIVE CONTROL VALVE OPERATES WITHIN THE OPERATING PRESSURE SHOWN ON THE IRRIGATION LEGEND. NOT TO EXCEED FIVE (5) PSI ABOVE THE GIVEN OPERATING PRESSURE FROM THE SPECIFIED PRESSURE LOCATED ON THE IRRIGATION LEGEND.
- THE IRRIGATION SYSTEM DESIGN IS BASED ON THE MINIMUM OPERATING PRESSURE AND THE MAXIMUM FLOW DEMAND SHOWN ON THE IRRIGATION DRAWINGS AT EACH POINT OF CONNECTION. THE IRRIGATION CONTRACTOR SHALL VERIFY WATER PRESSURE VIA DIRECT FIELD MEASUREMENT PRIOR TO CONSTRUCTION. REPORT ANY DIFFERENCE BETWEEN THE WATER PRESSURE INDICATED ON THE DRAWINGS AND THE ACTUAL PRESSURE READING AT THE IRRIGATION POINT OF CONNECTION TO THE OWNER'S AUTHORIZED REPRESENTATIVE. IN THE EVENT PRESSURE DIFFERENCES ARE NOT REPORTED PRIOR TO START OF CONSTRUCTION, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS, AND COSTS ASSOCIATED WITH SAID REVISIONS.
- SHOULD FIELD CONDITIONS REQUIRE PIPE INSTALLATION OTHER THAN THAT SHOWN ON PLANS, THE CONTRACTOR SHALL LIMIT EXCESS FLOW AND SIZE ALL PIPE NOT TO EXCEED A VELOCITY OF 5 FEET PER SECOND (FPS) IN PVC PIPE AND CAST IRON PIPE. FLOW THROUGH ANCILLARY EQUIPMENT, STEEL AND COPPER PIPE SHALL NOT EXCEED A VELOCITY OF 7 1/2 FPS. ALL ADJUSTMENTS SHALL BE MADE AT NO ADDITIONAL COST TO THE OWNER.
- CHECK VALVES SHALL BE USED TO PREVENT ALL LOW HEAD DRAINAGE

NOTE: MAINLINE LOCATION IS DIAGRAMMATIC. CONTRACTOR SHALL DETERMINE AN APPROPRIATE LOCATION IN THE FIELD, FREE OF OBSTRUCTIONS AND PROPOSED ELEMENTS WHILE MINIMIZING SLEEVING.

EXISTING MAINLINE LOCATION SHALL BE VERIFIED BEFORE CONSTRUCTION AND MAY BE UTILIZED UNDER THE FOLLOWING CONDITIONS:

- ALL PIPING SHALL BE IN GOOD WORKING CONDITION.
- CURRENT PIPE SIZE IS APPROPRIATE FOR THE DEMAND OF THE PROPOSED IRRIGATION SYSTEM AS DESIGNED PER PLAN
- MAINLINE PIPE DEPTH, MATERIAL, AND LOCATION MEET ALL LOCAL CODES

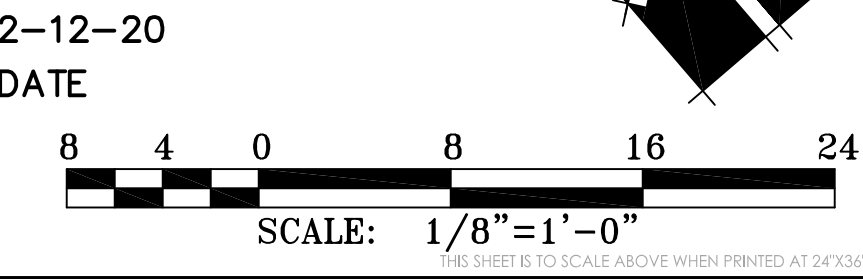
NOTE: MAINLINE EQUIPMENT AND APPURTENANCE LOCATION IS DIAGRAMMATIC. CONTRACTOR SHALL DETERMINE AN APPROPRIATE LOCATION IN THE FIELD, FREE OF OBSTRUCTIONS AND NEAR EXISTING METER LOCATION.

VALVE LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL DETERMINE AN APPROPRIATE AND DISCREET LOCATION IN THE FIELD FOR EASY ACCESS.

A CERTIFICATE OF COMPLETION WILL BE REQUIRED FOR ALL IRRIGATION AND LANDSCAPING. ANY DEVIATIONS FROM LANDSCAPING WILL REQUIRE APPROVAL PRIOR TO THE PLANNING FINAL INSPECTION

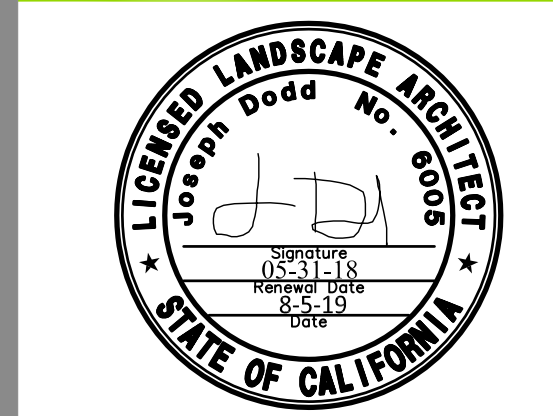
APPLICANTS STATEMENT OF COMPLIANCE
 I AM FAMILIAR WITH THE REQUIREMENTS FOR LANDSCAPE AND IRRIGATION PLANS CONTAINED IN THE CITY'S WATER EFFICIENT LANDSCAPE REGULATIONS. I HAVE PREPARED THIS PLAN IN COMPLIANCE WITH THOSE REGULATIONS AND THE LANDSCAPE DESIGN MANUAL. I CERTIFY THAT THE PLAN IMPLEMENTS THOSE REGULATIONS TO PROVIDE EFFICIENT USE OF WATER.

JDD JOE DODD, PLA #6005
 APPLICANT SIGNATURE DATE



PRELIMINARY PLANS - NOT FOR CONSTRUCTION

LINEAR LANDSCAPE ARCHITECTURE
 IRRIGATION DESIGN GROUP
 3571 INGRAHAM STREET
 SAN DIEGO, CA 92109
 WWW.LINEARLANDARCH.COM



DILLARD RESIDENCE
 1530 SANTA SABINA
 SOLANA BEACH, CA

IRRIGATION PLAN

PREPARED FOR
 JILL DILLARD
 1530 SANTA SABINA
 SOLANA BEACH, CA

PREPARED BY
 LINEAR LANDSCAPE ARCHITECTURE

JOE DODD, ASLA
 3571 INGRAHAM ST.
 SAN DIEGO, CA 92109
 P | 888.203.6628

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HYDROZONE	4	
VALVE #	N/A	
WATER METHOD	N/A	
AREA	33 SF	
PLANT FACTOR	HIGH	

HYDROZONE	1	
VALVE #	1,2,6,7,9	
WATER METHOD	DRIP	
AREA	2824 SF	
PLANT FACTOR	LOW	

HYDROZONE	3	
VALVE #	5,11	
WATER METHOD	BUBBLER	
AREA	280 SF	
PLANT FACTOR	MEDIUM	

HYDROZONE	2	
VALVE #	3,4,8,10	
WATER METHOD	DRIP	
AREA	1259 SF	
PLANT FACTOR	MEDIUM	

LINE	HYDROZONE 1 (Drip)	HYDROZONE 2 (Drip)	HYDROZONE 3 (Tree Bubbler)	HYDROZONE 4 (WATER FEATURE)	SLA
1	EVAPOTRANSPIRATION RATE (Eto) = 47				
2	CONVERSION FACTOR - 0.62				
3	LINE 1 X LINE 2 = 29.14				
4	0.30	0.60	.6	1.00	
5	2824	1259	280	33	
6	847.2	755.4	168.0	33.0	
7	0.81	0.81	0.75	1.00	
8	1045.93	932.59	224.00	33.00	
9	TOTAL OF ALL LINE 8 BOXES = 2,236				
10	LINE 3 X LINE 9 - ESTIMATED TOTAL WATER USE (ETWU) = 65,143				

ETo =	47 in/yr
LA =	4396 sq ft
SLA =	0 sq ft
ETAF =	0.55
$\text{MAWA} = \frac{(\text{Eto}) \cdot 0.62 \cdot [(\text{ETAF} \times \text{LA}) + (1 - \text{ETAF}) \times \text{SLA}]}{(\text{Eto}) \cdot 0.62 \cdot [(0.55 \times \text{LA}) + (1 - 0.55) \times \text{SLA}]}$	
MAWA =	25.42 [(0.55 x 4396.00) + 0] = 70454.69 gal. per year

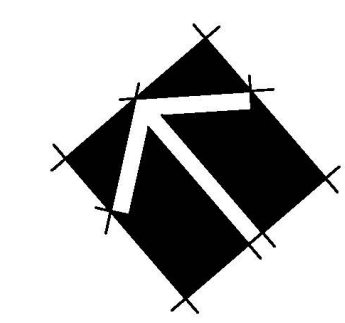
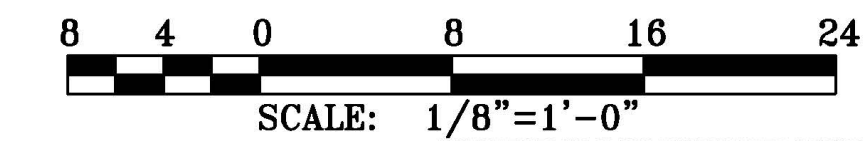
Eto	Value
West of I-5	41.00
East of I-5	47

Hydrozone Category	PF-Plant Factor
High Water Use	1.00
Moderate Water Use	0.60
*Low Water Use	0.30
Very Low Water Use	0.10
Special Landscape Area	1.00

Irrigation Method Code	IE - Irrigation Efficiency
Drip/Microspray	0.91
Bubblers	0.75
Rotors	0.70
Rotators	0.75
Overhead Spray	0.55

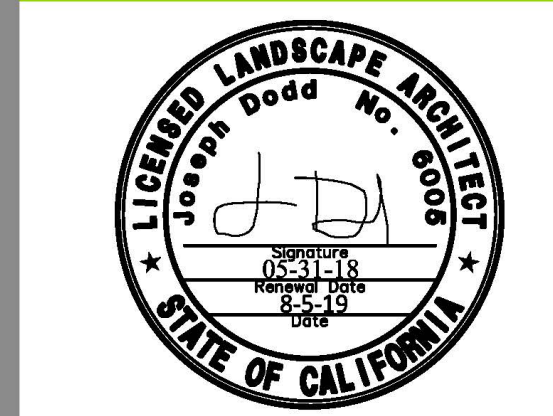
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JDD JOE DODD, PLA #6005
 APPLICANT SIGNATURE
 2-12-20
 DATE



PRELIMINARY PLANS - NOT FOR CONSTRUCTION

LINEAR LANDSCAPE ARCHITECTURE
 IRRIGATION DESIGN & CONSTRUCTION
 3571 INGRAHAM STREET
 SAN DIEGO, CA 92109
 WWW.LINEARLANDARCH.COM



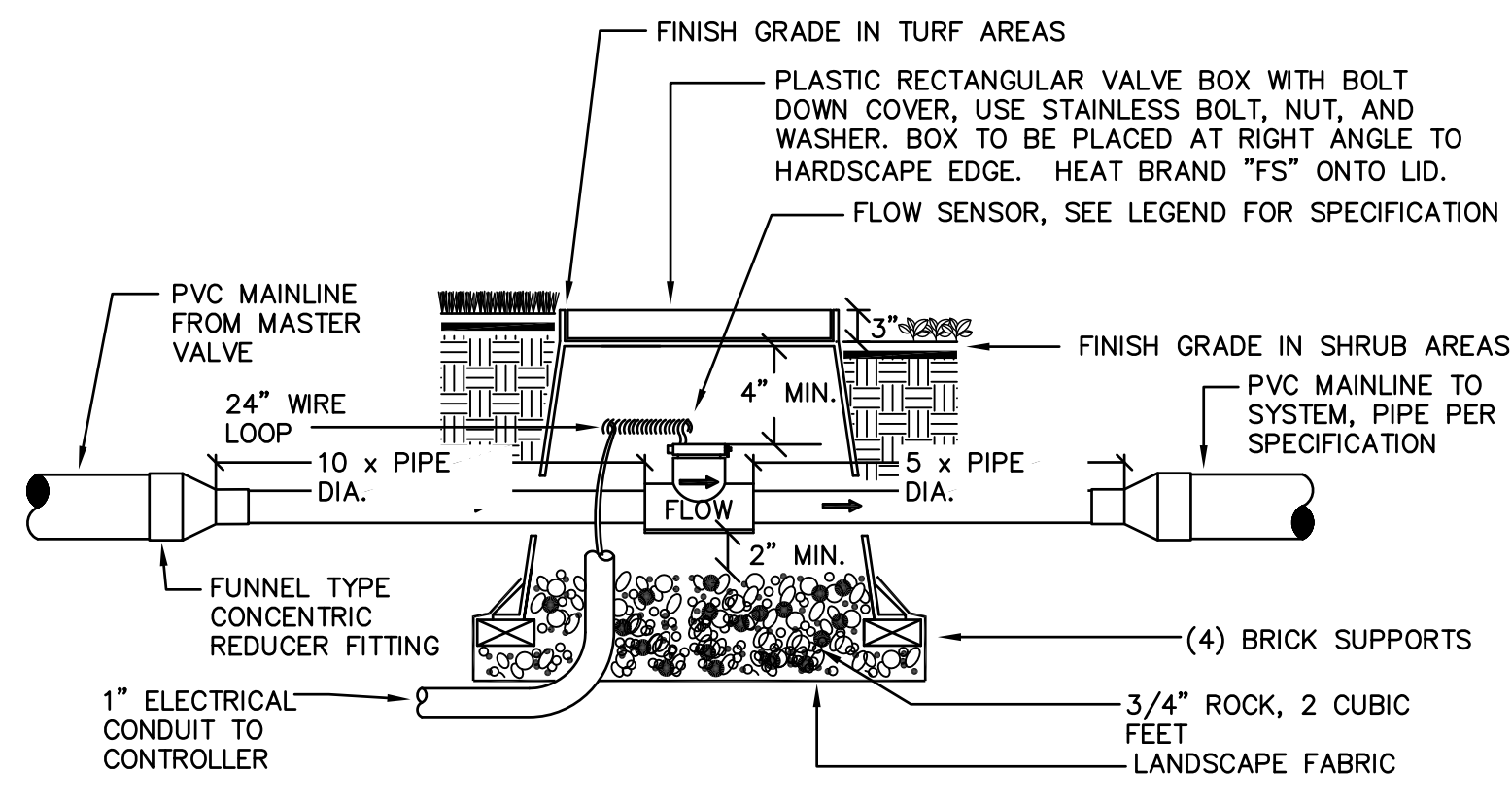
DILLARD RESIDENCE
 1530 SANTA SABINA
 SOLANA BEACH, CA
HYDROZONE PLAN & WATER CALCULATIONS

PREPARED FOR
 JILL DILLARD
 1530 SANTA SABINA
 SOLANA BEACH, CA

PREPARED BY
 LINEAR LANDSCAPE ARCHITECTURE
 JOE DODD, ASLA
 3571 INGRAHAM ST.
 SAN DIEGO, CA 92109
 P | 888.203.6628

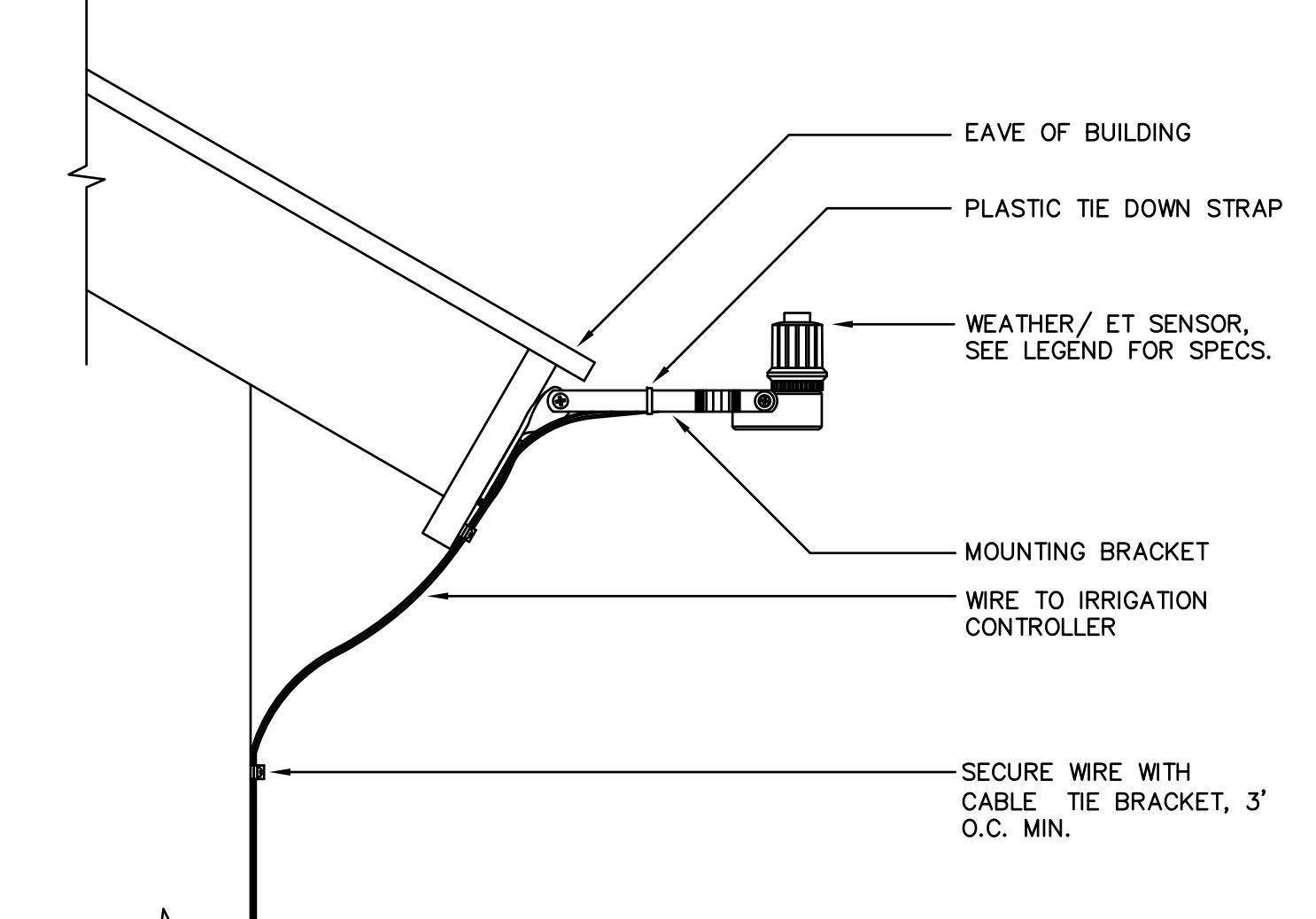
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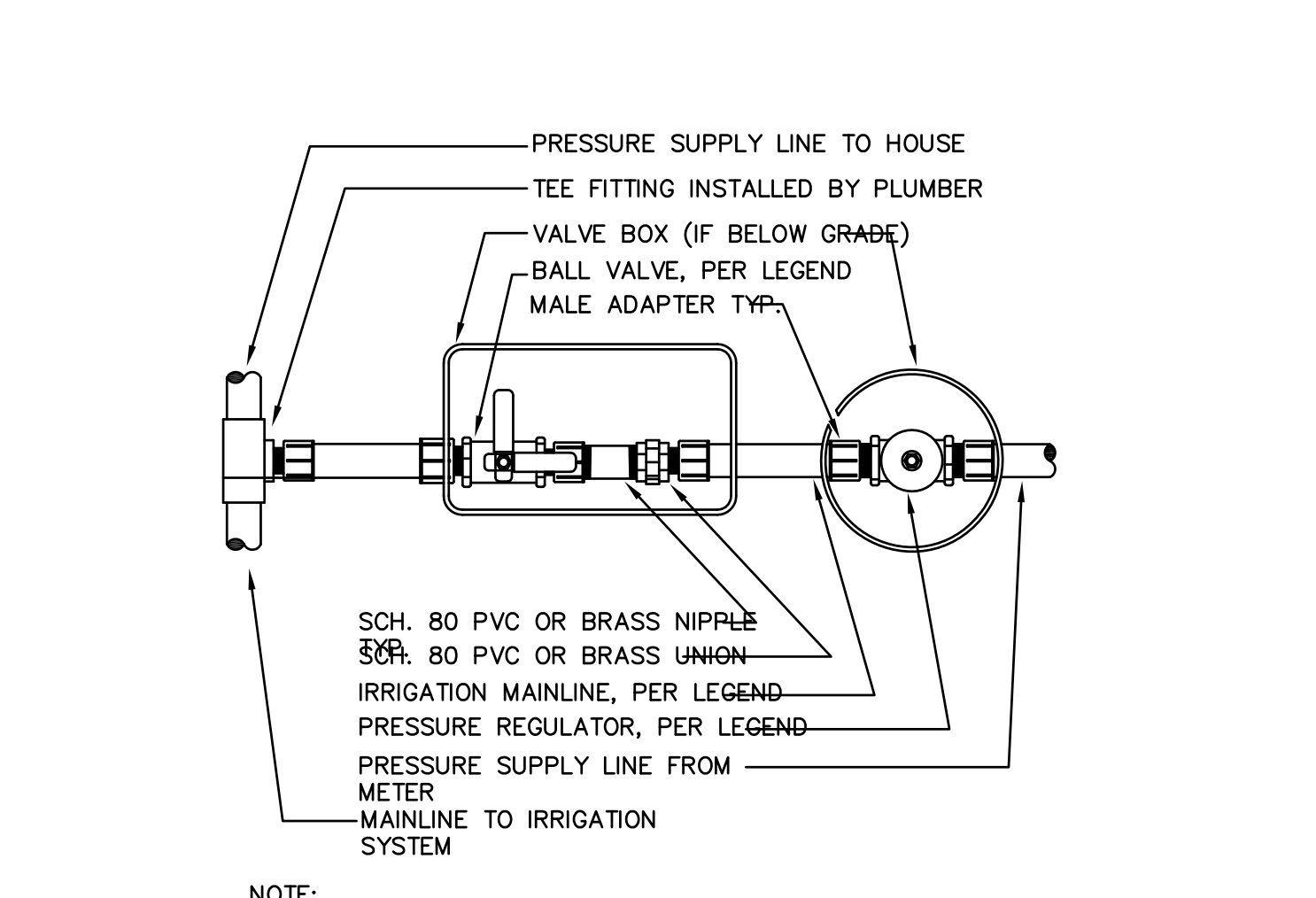


NOTE:
NO FITTINGS 10x PIPE O.D. UPSTREAM OF SENSOR, NO FITTINGS 5x PIPE O.D. DOWNSTREAM OF SENSOR.
INSTALL FLOW SENSOR PER THE MANUFACTURER'S RECOMMENDATIONS, ROUTE WIRES THROUGH CONDUIT TO IRRIGATION CONTROLLER.
USE 45 DEGREE ELLS TO ACHIEVE MAINLINE DEPTH ON THE DOWNSTREAM SIDE OF THE FLOW SENSOR.

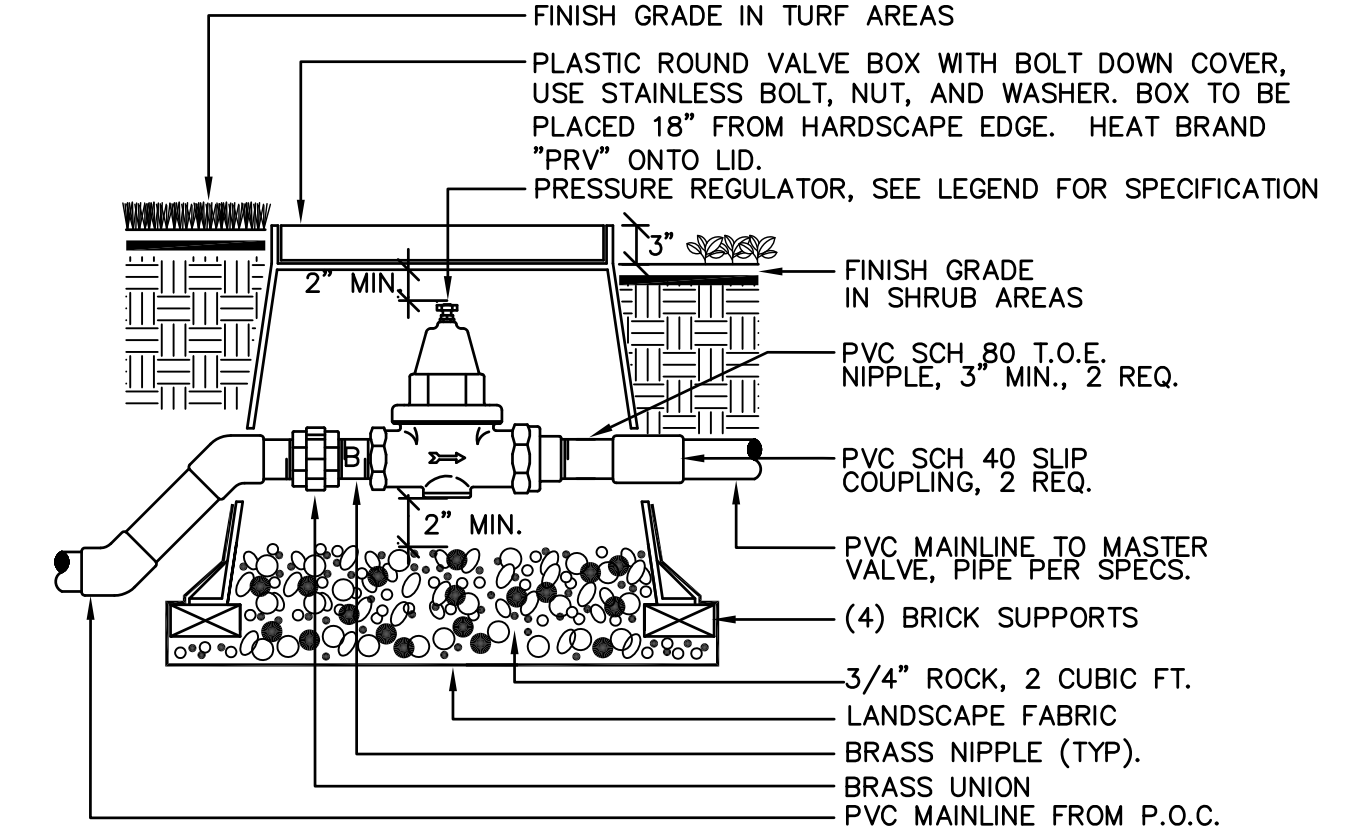
A FLOW SENSOR
SCALE: N.T.S.



E WEATHER/ ET SENSOR MOUNTED ON EAVE
SCALE: N.T.S.

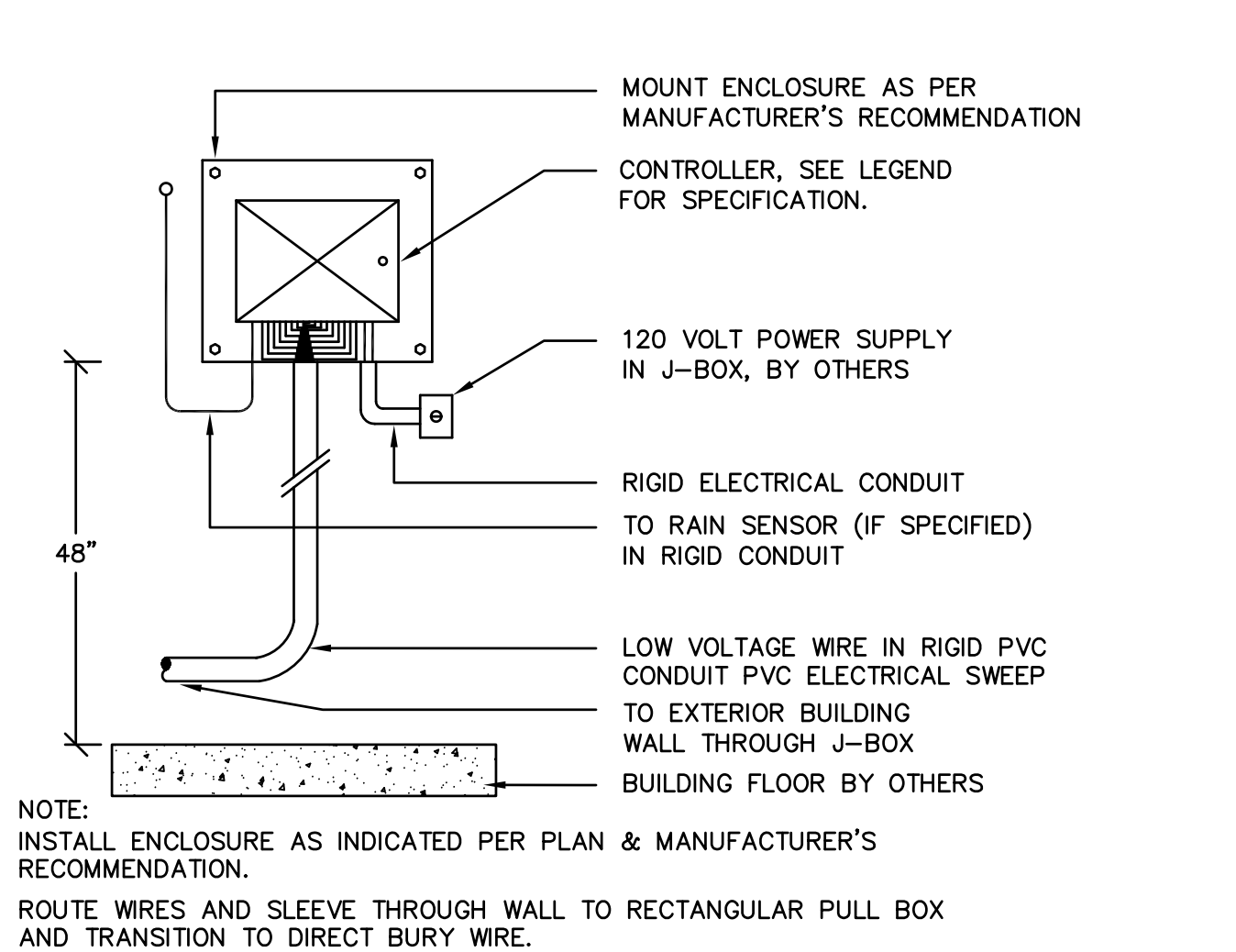


I POINT OF CONNECTION (PRIVATE LOTS)
SCALE: N.T.S.

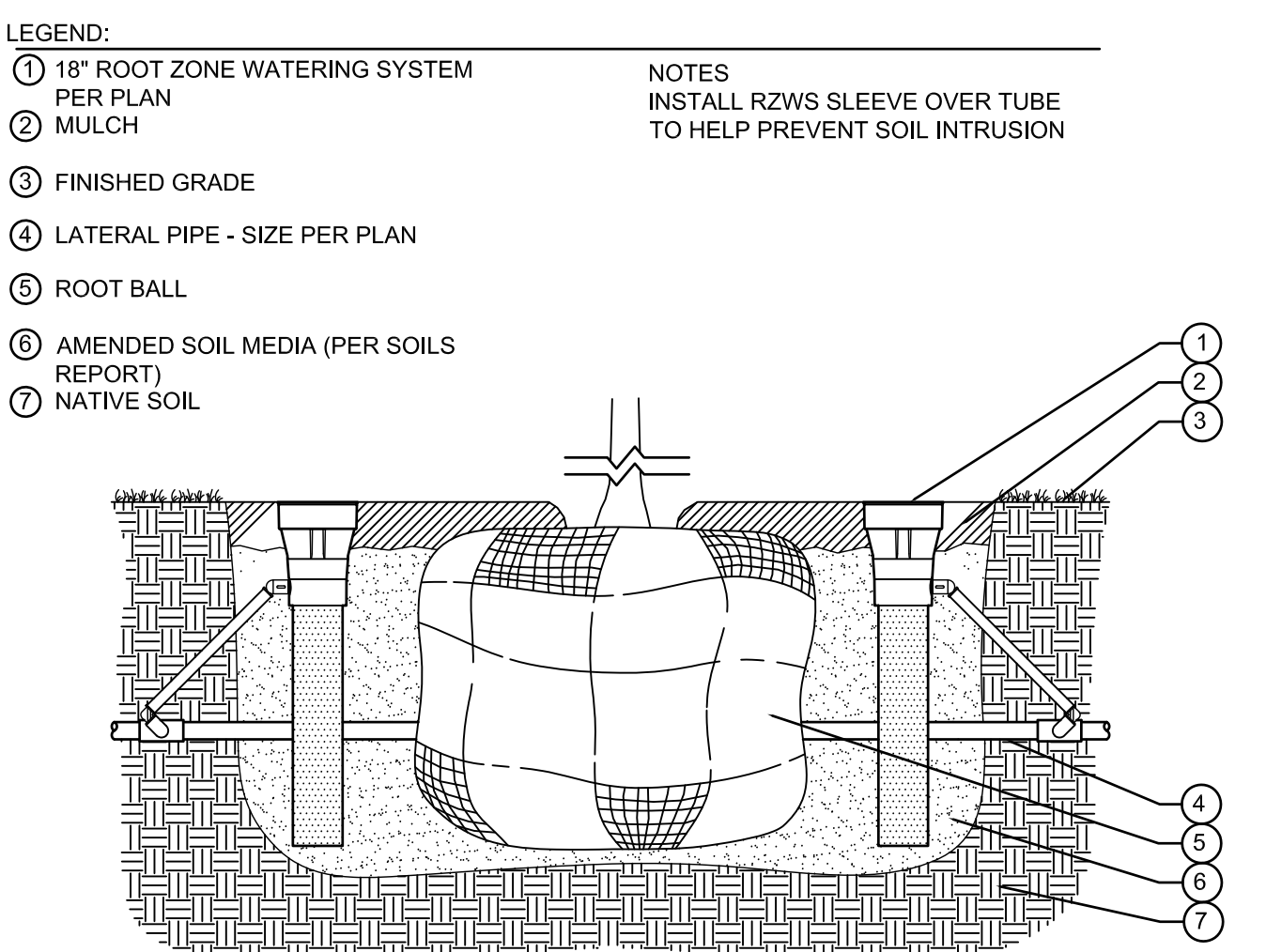


NOTE:
USE 45 DEGREE ELLS TO ACHIEVE MAINLINE DEPTH FROM SUPPLY SIDE OF THE PRESSURE REGULATOR ASSEMBLY.
ALL THREADED CONNECTIONS TO HAVE TEFLON TAPE OR PASTE.

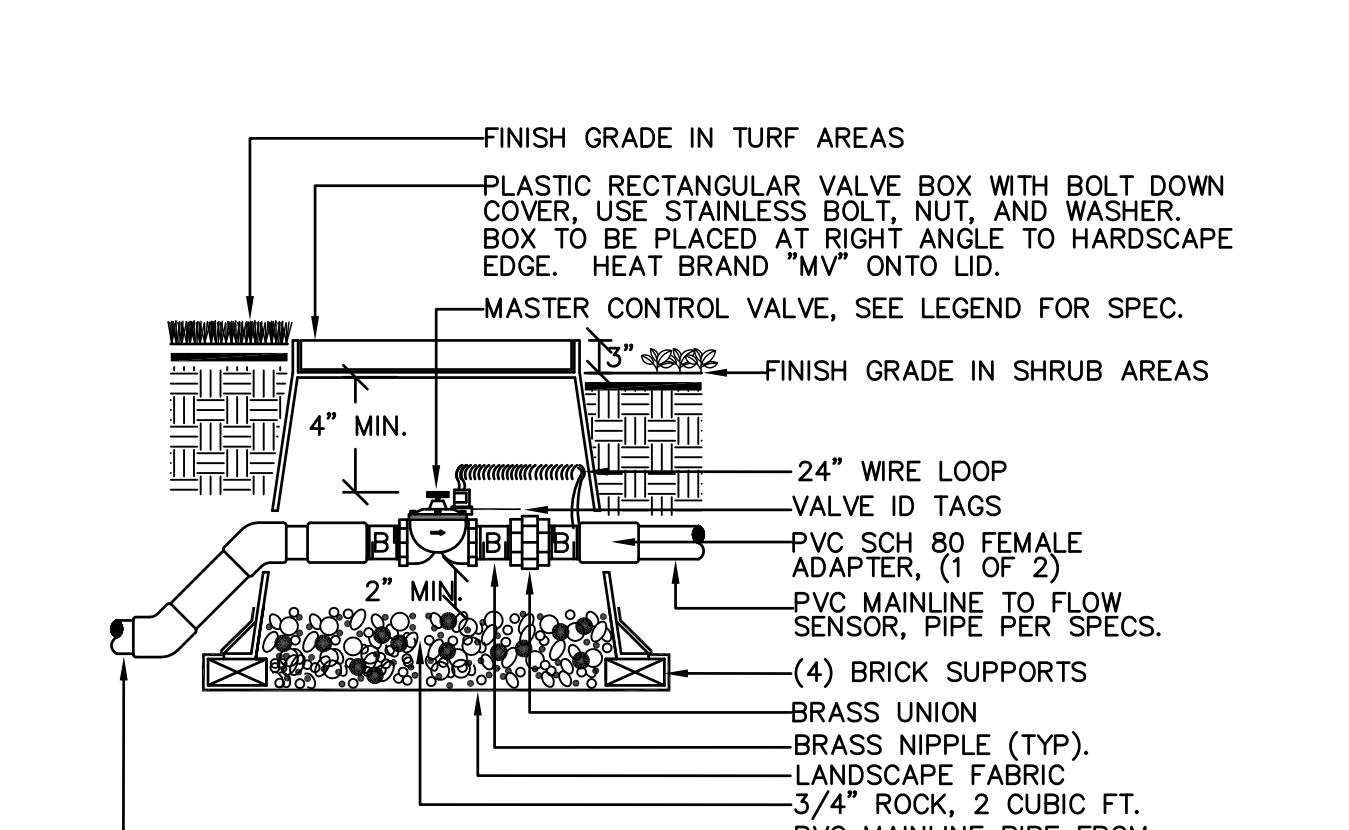
B PRESSURE REGULATOR
SCALE: N.T.S.



F WALL MOUNT CONTROLLER
SCALE: N.T.S.

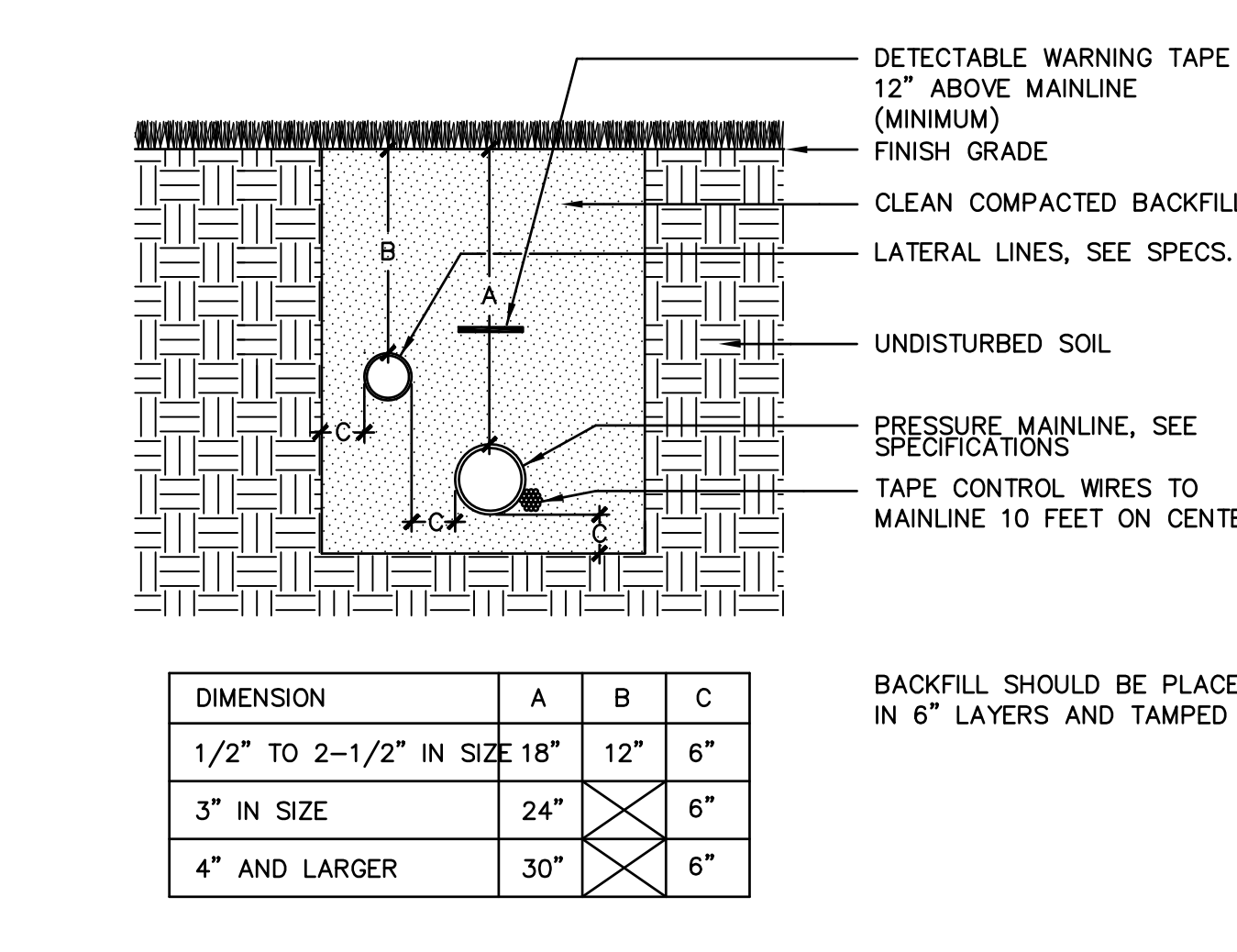


J DEEP WATERING TREE BUBBLER
SCALE: N.T.S.



NOTE:
USE 45 DEGREE ELLS TO ACHIEVE MAINLINE DEPTH FROM SUPPLY SIDE OF THE MASTER VALVE ASSEMBLY.
ALL THREADED CONNECTIONS TO HAVE TEFLON TAPE OR PASTE.

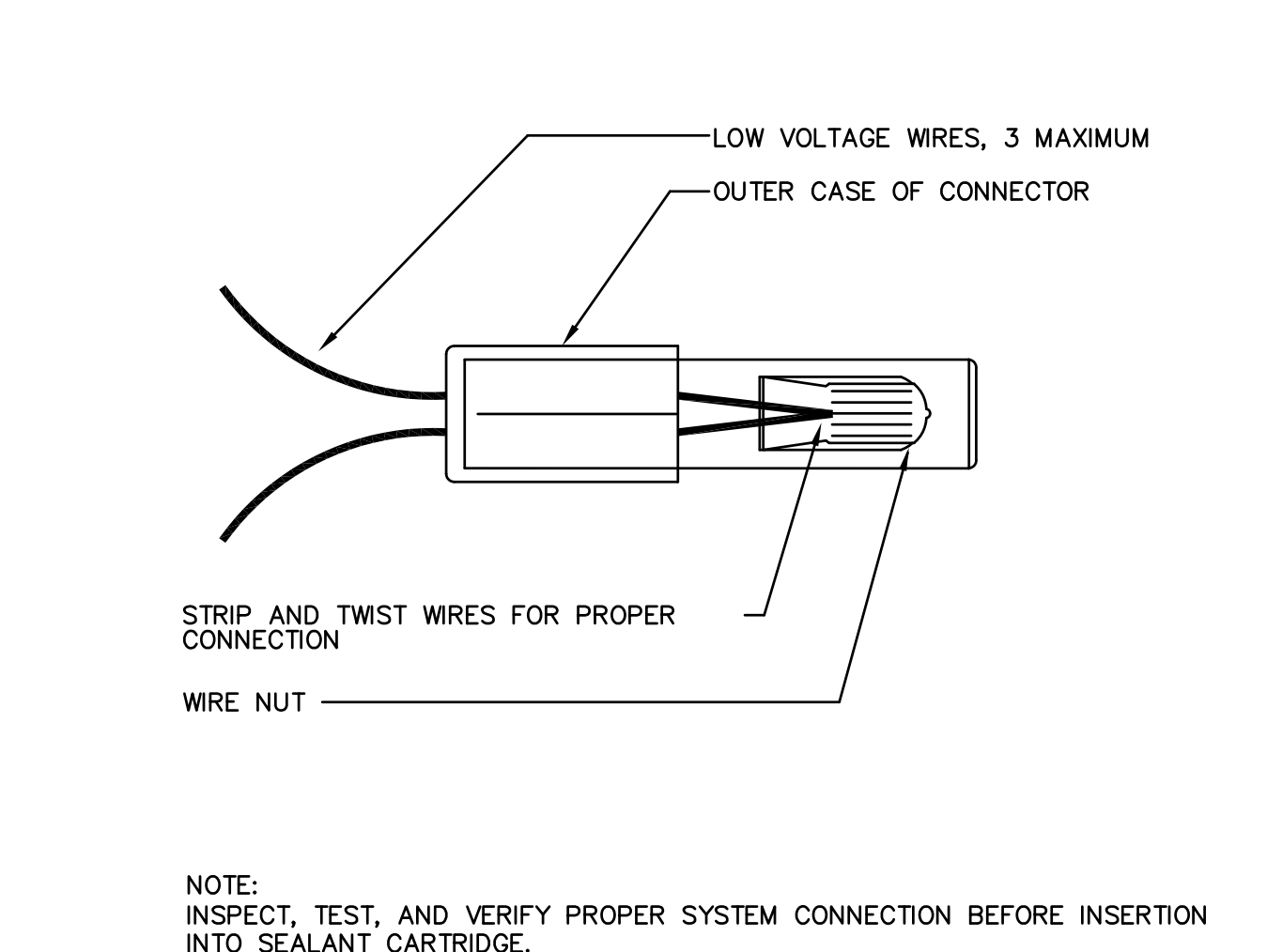
C MASTER VALVE
SCALE: N.T.S.



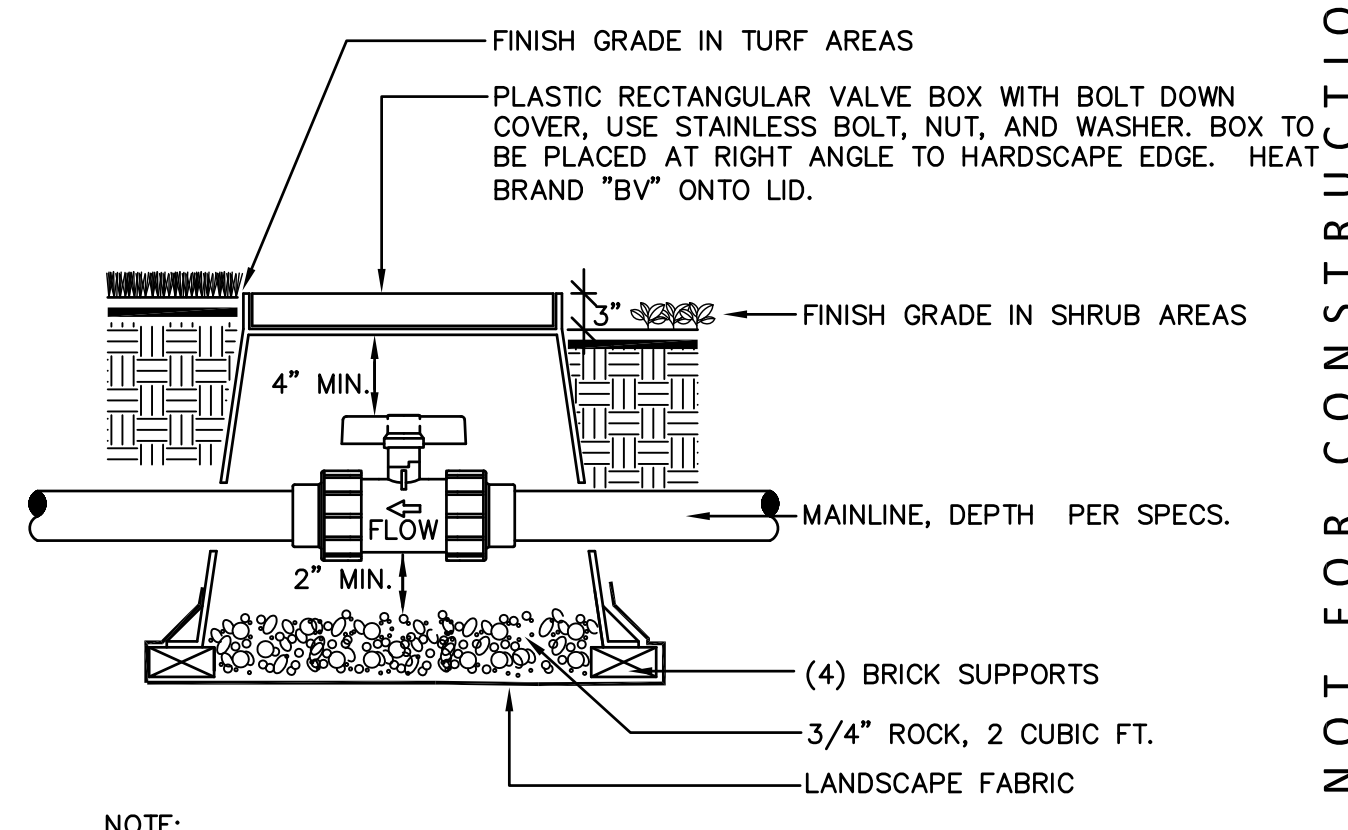
DIMENSION	A	B	C
1/2" TO 2-1/2" IN SIZE 18"	12"	6"	
3" IN SIZE	24"	6"	
4" AND LARGER	30"	6"	

BACKFILL SHOULD BE PLACED IN 6" LAYERS AND TAMPED

G PIPE INSTALLATION, POTABLE
SCALE: N.T.S.

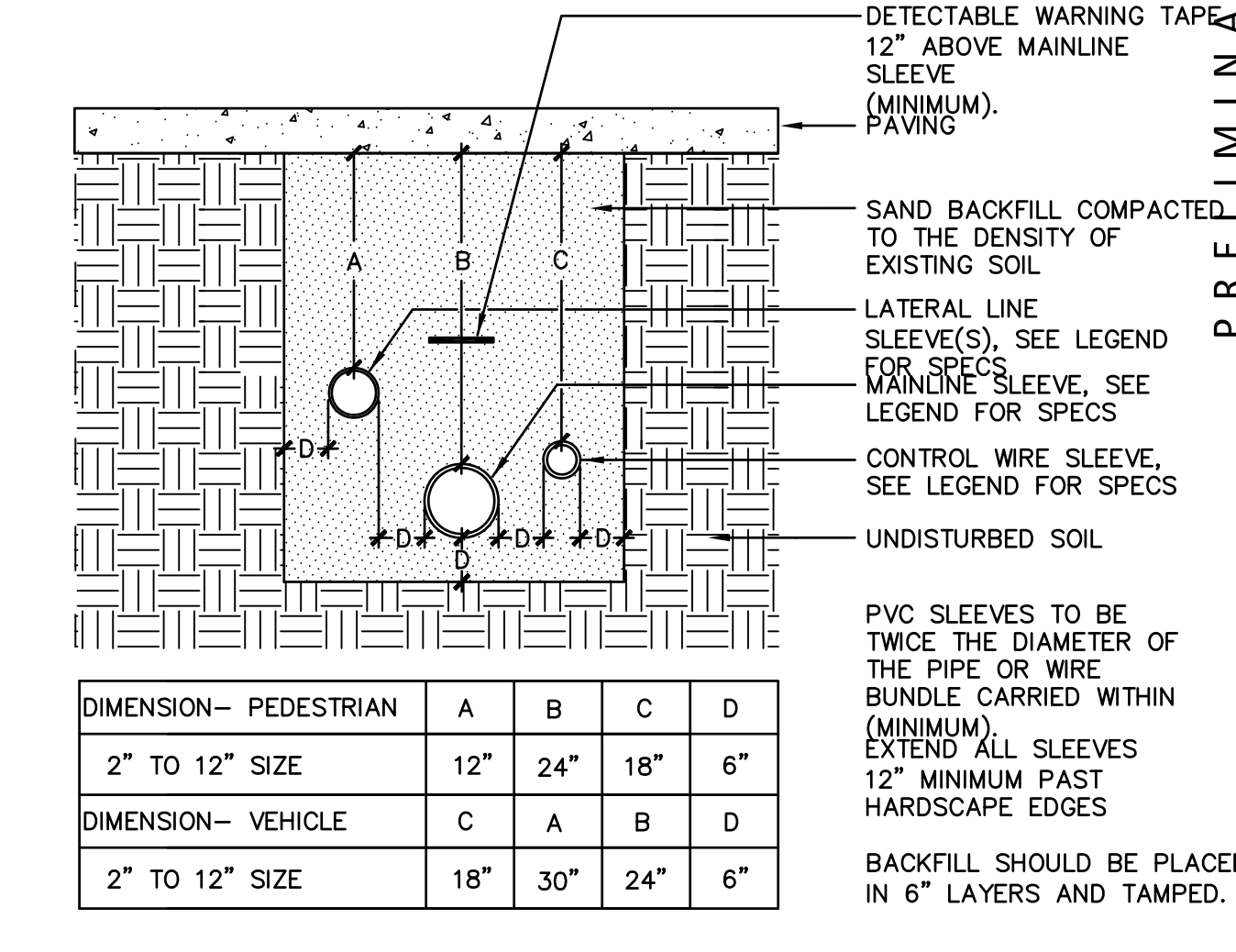


K WIRE CONNECTIONS
SCALE: N.T.S.



NOTE:
BOX TO BE INSTALLED TO ALLOW FOR PROPER OPERATION OF BALL VALVE HANDLE. INSTALL AT RIGHT ANGLE TO HARDSCAPE EDGE.
INSTALL VALVE BOX EXTENSIONS AS REQUIRED TO ACHIEVE PROPER VALVE INSTALLATION AT MAINLINE DEPTH.
ALL THREADED CONNECTIONS SHALL HAVE TEFLON TAPE OR PASTE.

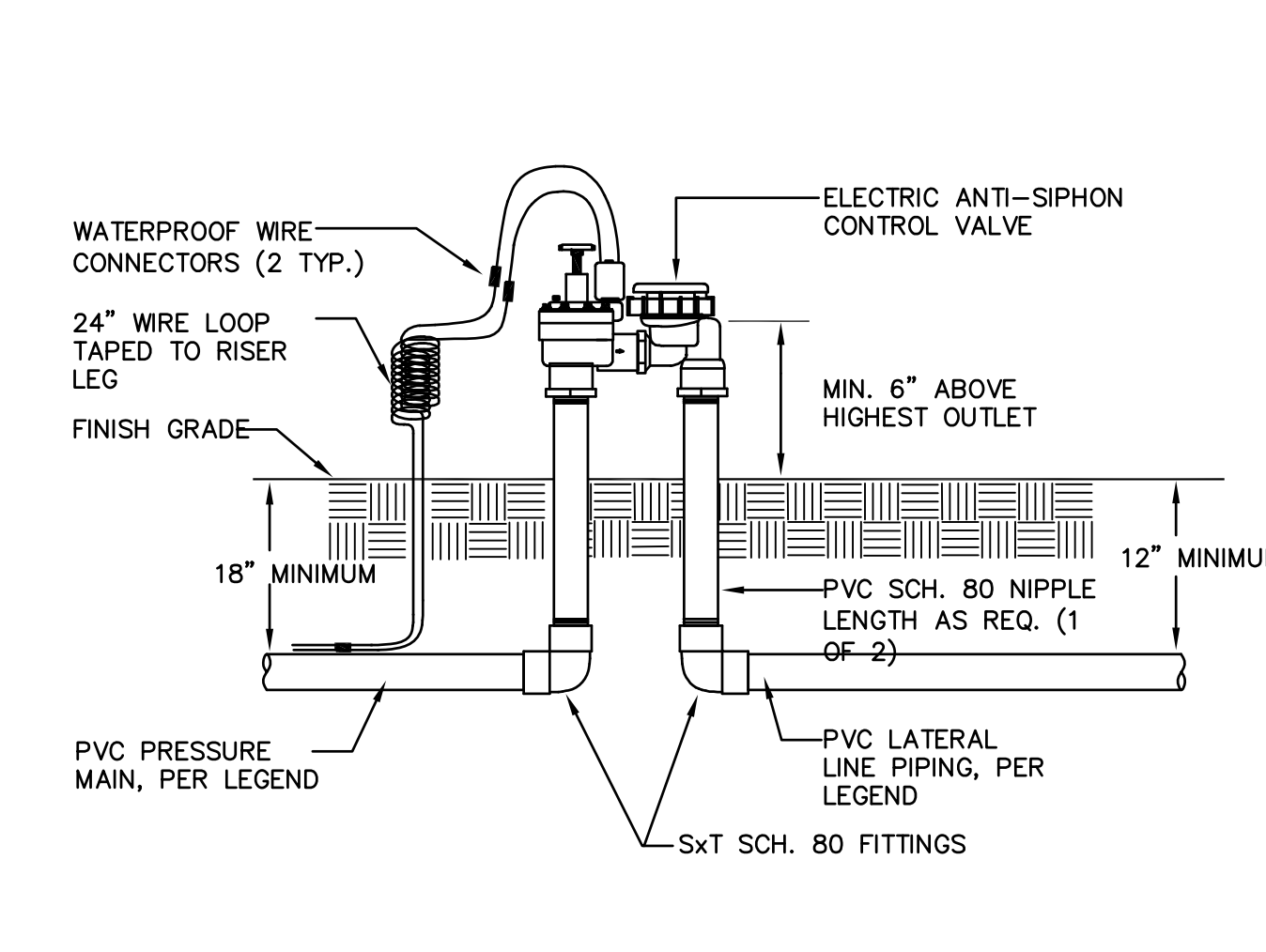
D BALL VALVE
SCALE: N.T.S.



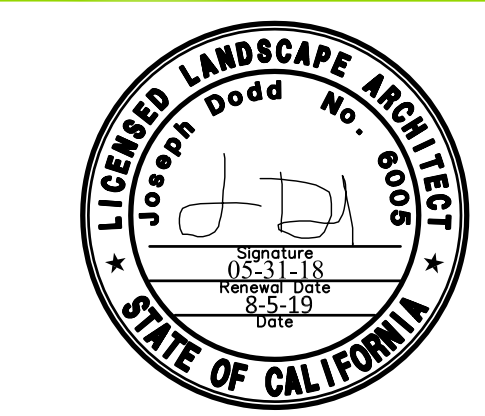
DIMENSION- PEDESTRIAN	A	B	C	D
2" TO 12" SIZE	12"	24"	18"	6"
DIMENSION- VEHICLE	A	B	C	D
2" TO 12" SIZE	18"	30"	24"	6"

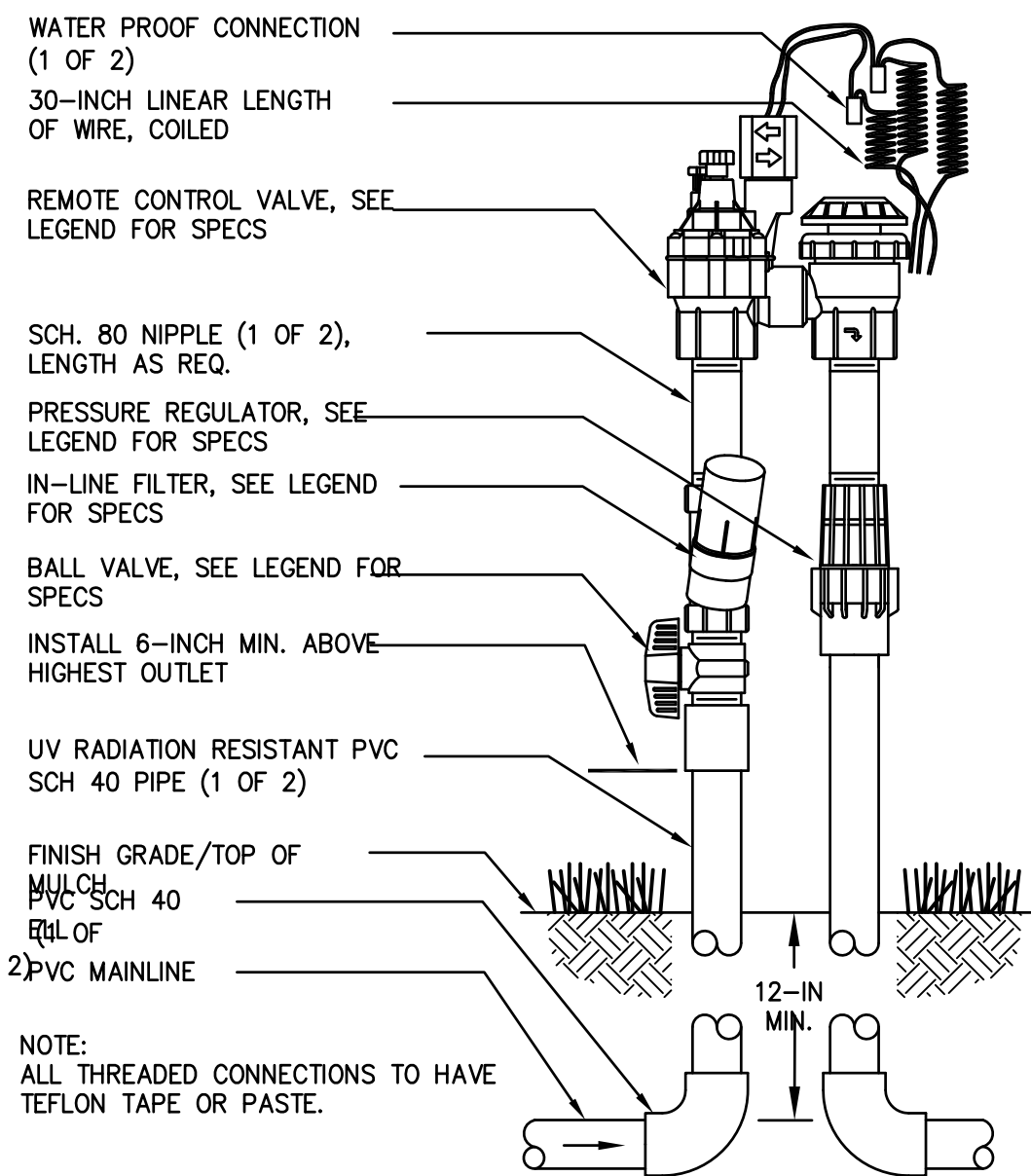
PVC SLEEVES TO BE TWICE THE DIAMETER OF THE PIPE OR WIRE BUNDLE CARRIED WITHIN (MINIMUM). EXTEND ALL SLEEVES 12" MINIMUM PAST HARDSCAPE EDGES
BACKFILL SHOULD BE PLACED IN 6" LAYERS AND TAMPED.

H SLEEVE INSTALLATION, POTABLE
SCALE: N.T.S.

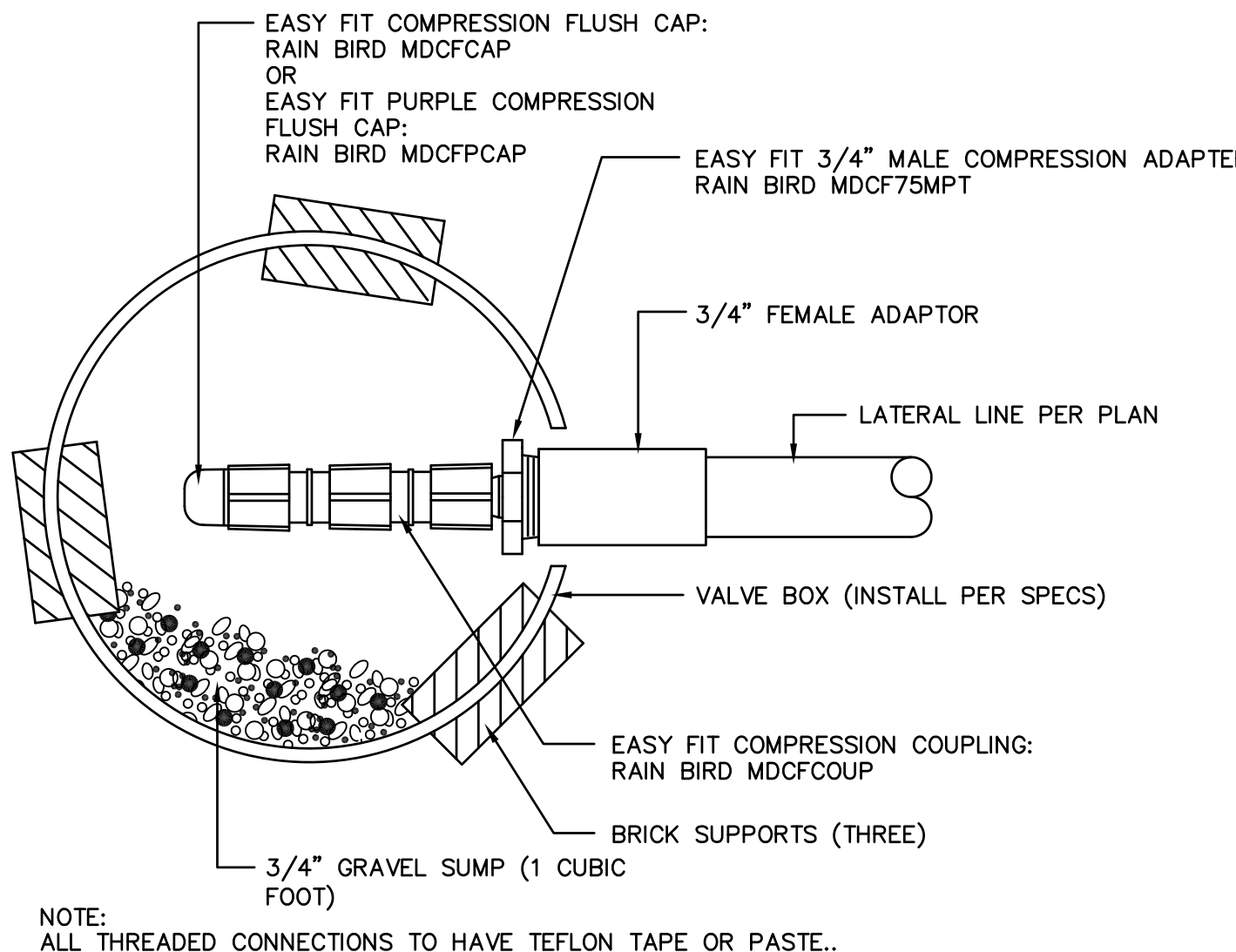


L ANTI-SIPHON VALVE
SCALE: N.T.S.

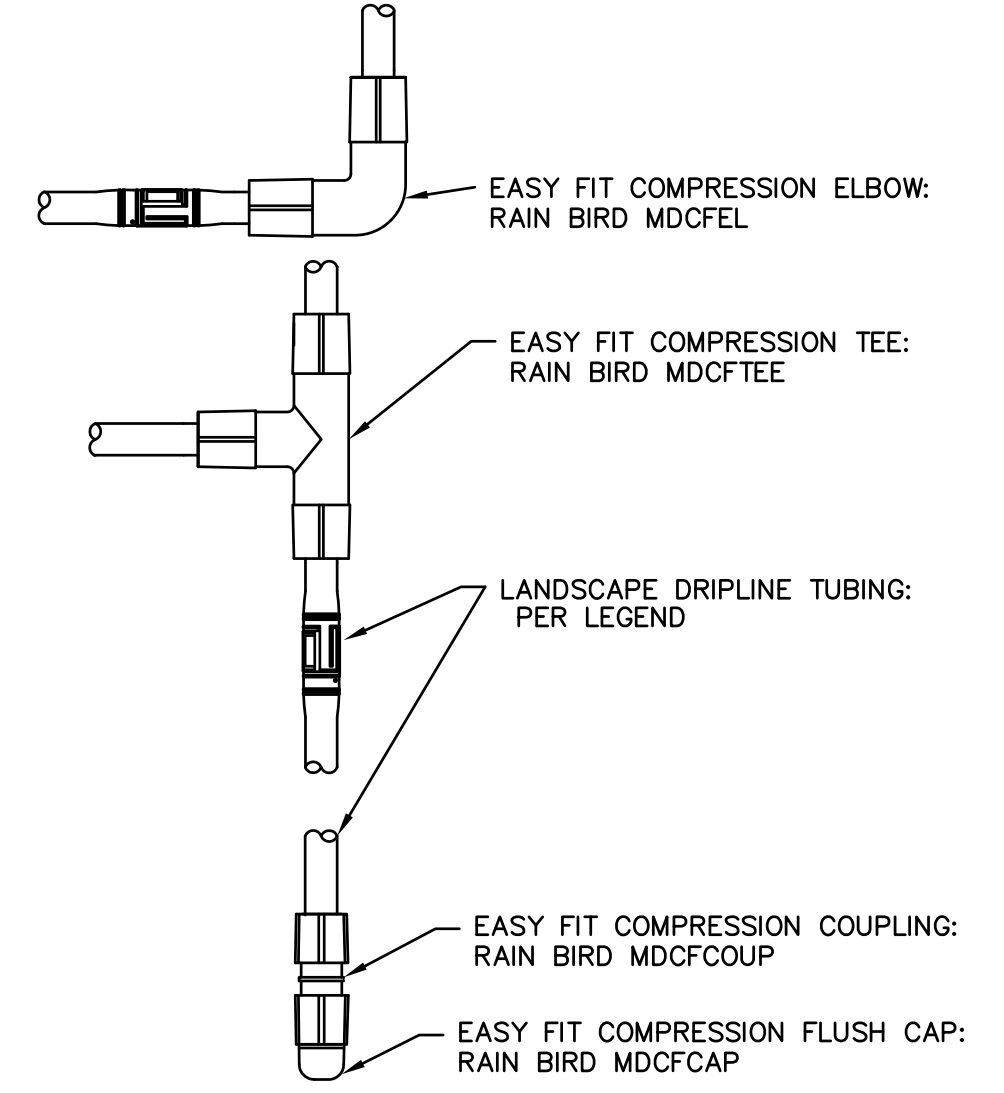




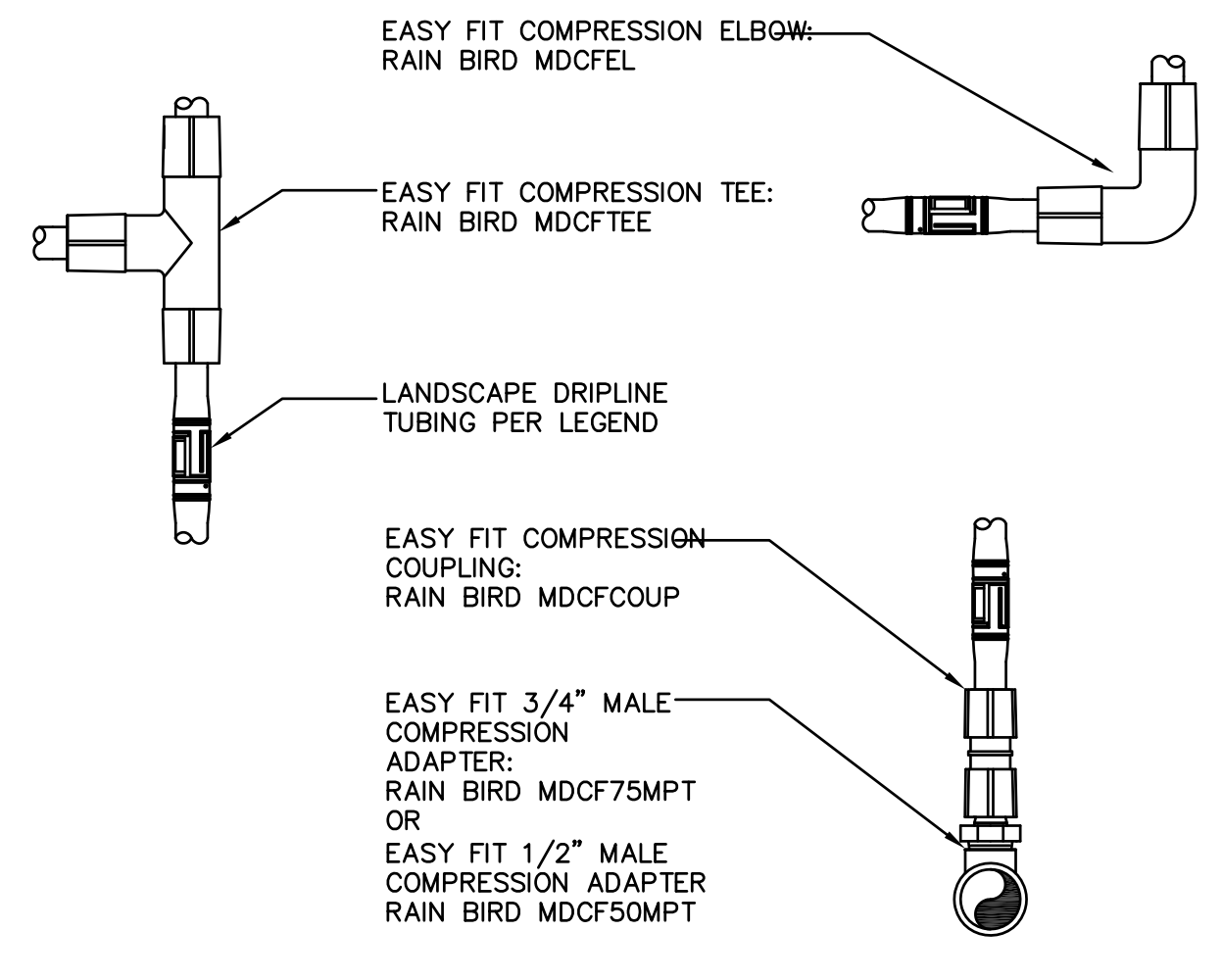
M ANTI-SIPHON VALVE FOR DRIP ZONES
SCALE: N.T.S.



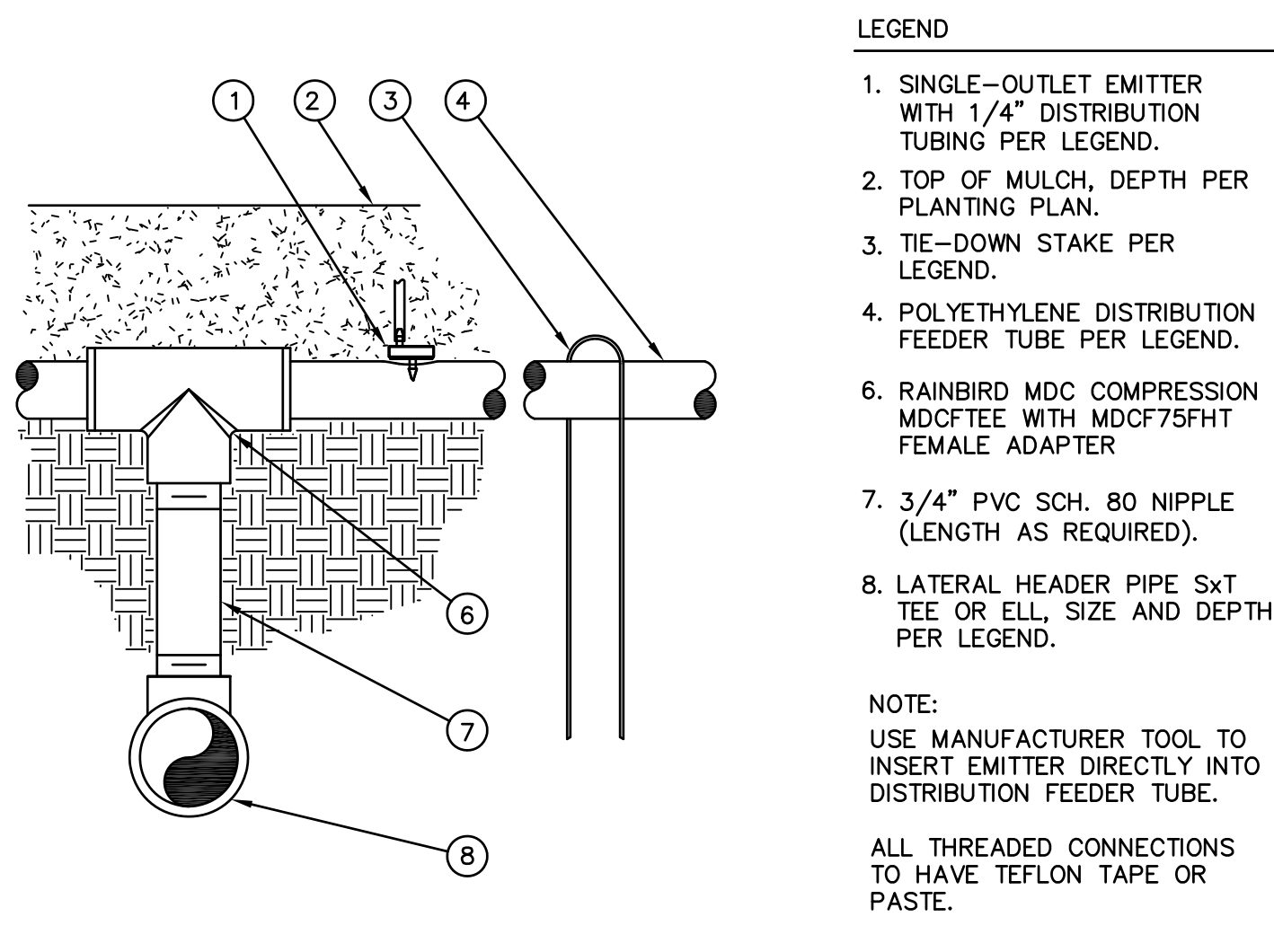
N MDCF FLUSH CAP
SCALE: N.T.S.



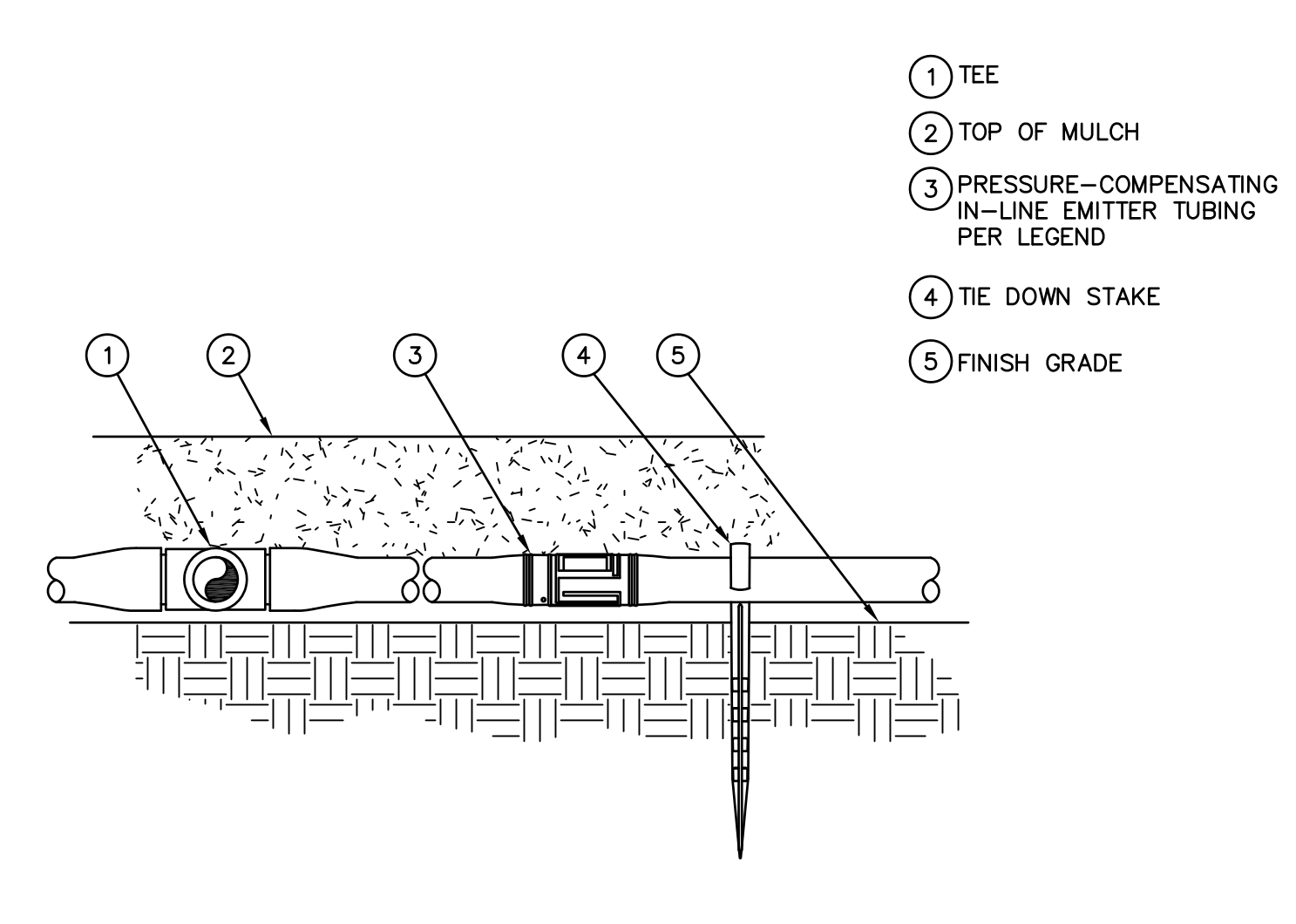
O EASY FIT COMPRESSION FITTINGS
SCALE: N.T.S.



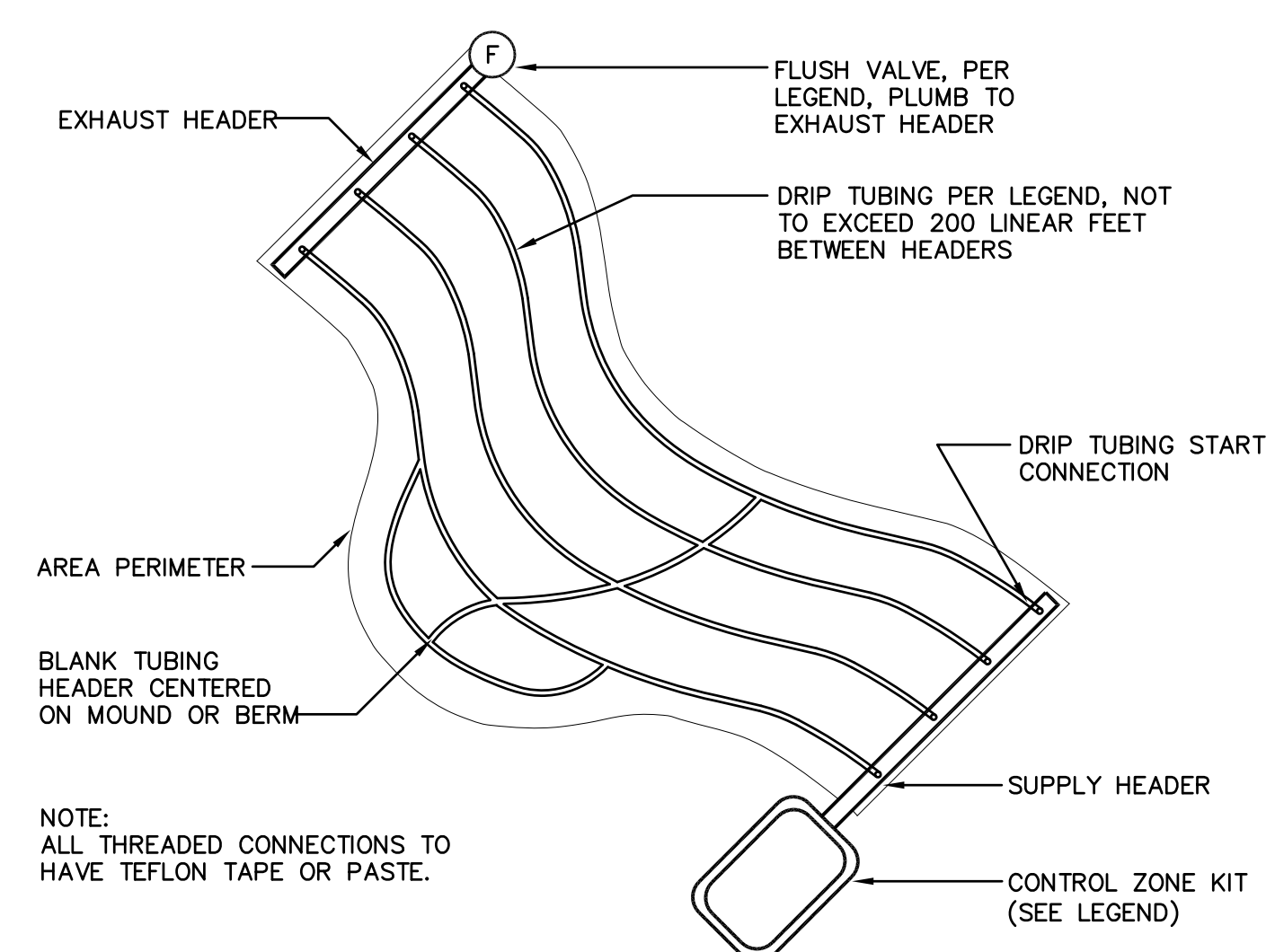
P MDC FITTINGS
SCALE: N.T.S.



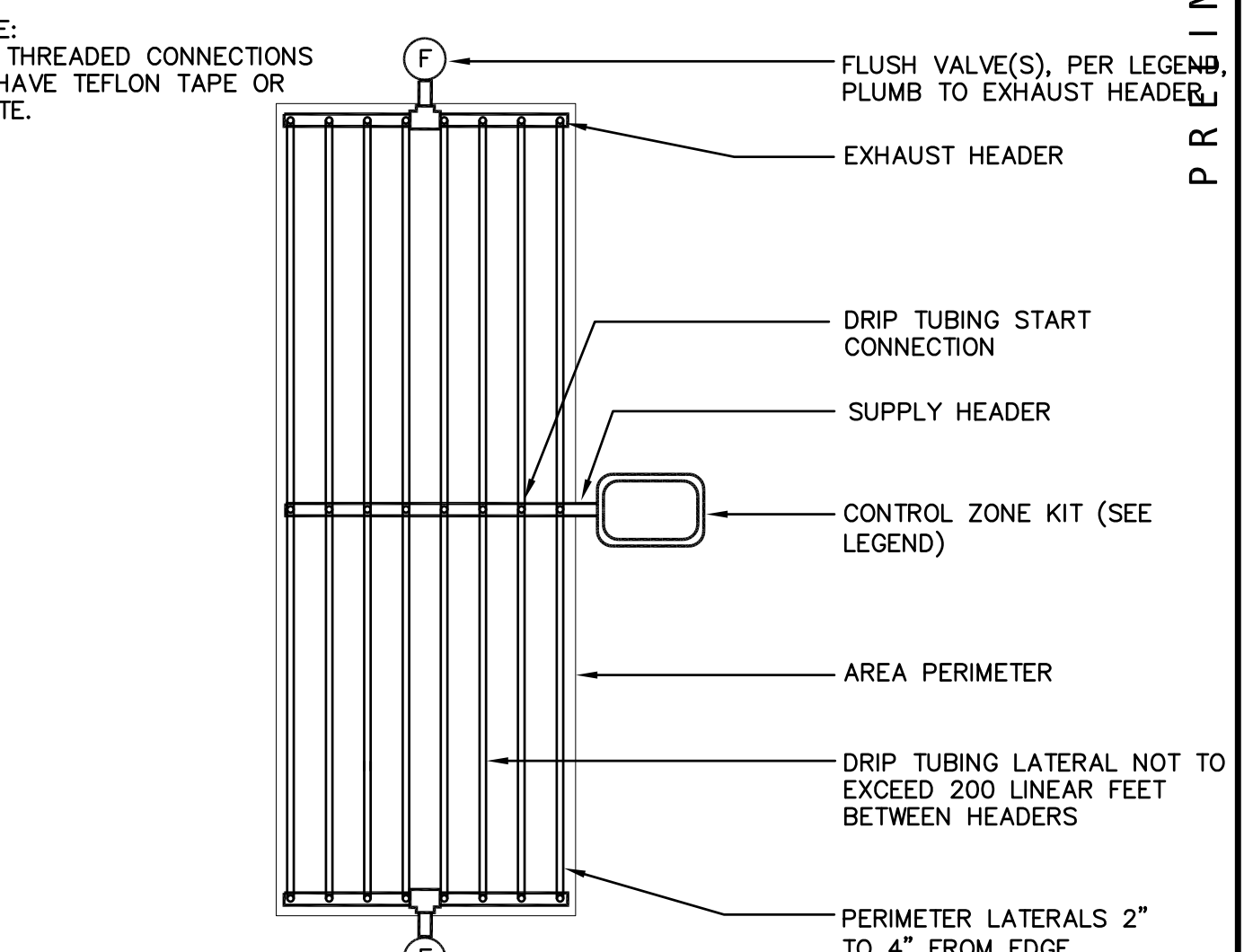
Q PVC HEADER TO TUBING CONNECTION
SCALE: N.T.S.



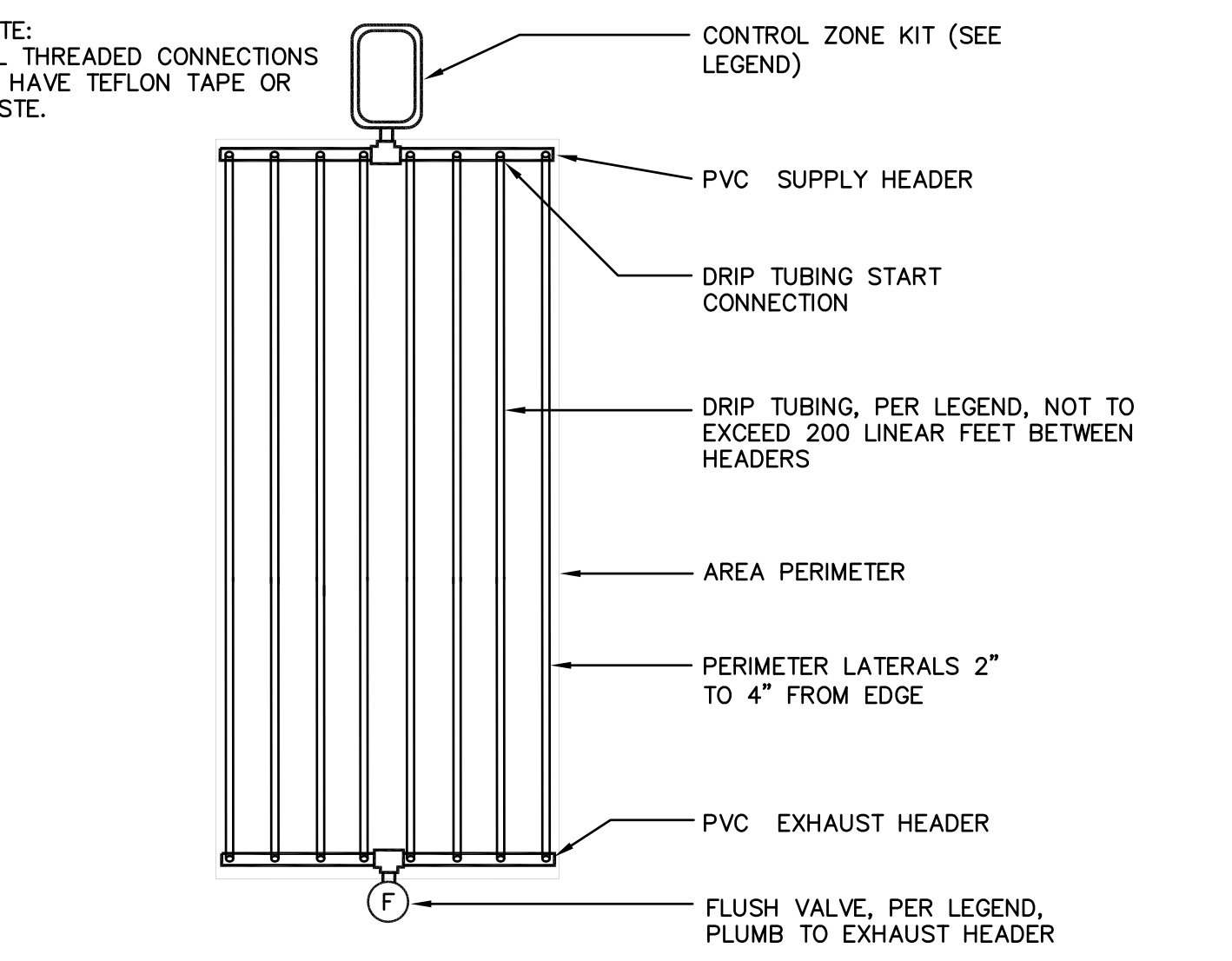
R LANDSCAPE DRIPLINE
SCALE: N.T.S.



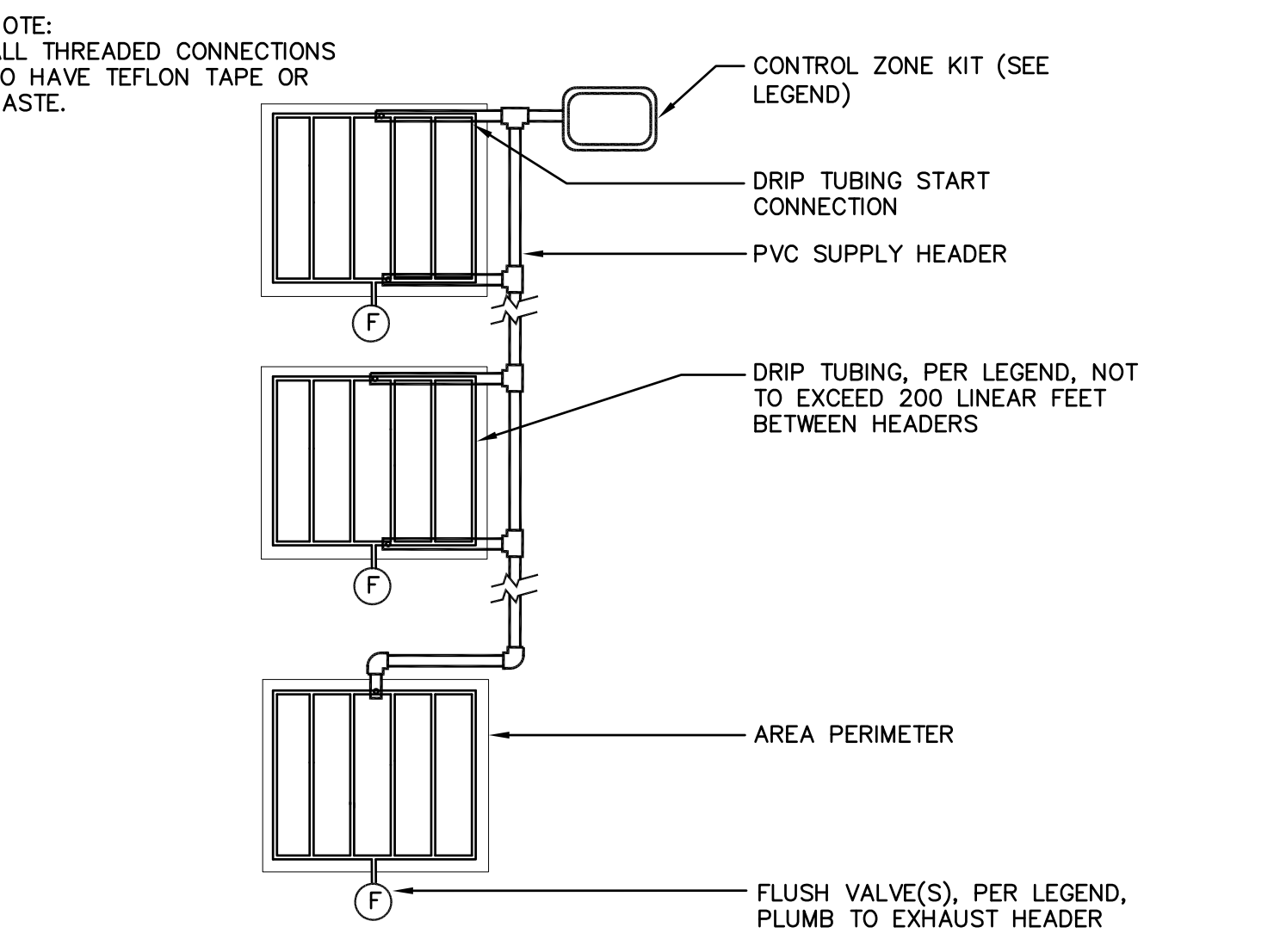
S DRIP ZONE LAYOUT - ODD CURVES
SCALE: N.T.S.



T DRIP ZONE LAYOUT - CENTER FEED
SCALE: N.T.S.



U DRIP ZONE LAYOUT - END FEED
SCALE: N.T.S.



V DRIP ZONE LAYOUT - MULTIPLE BEDS
SCALE: N.T.S.

PRIMARY PLANS - NOT FOR CONSTRUCTION

LINEAR LANDSCAPE ARCHITECTURE
IRRIGATION DESIGN GROUP
3571 INGRAHAM STREET
SAN DIEGO, CA 92109
WWW.LINEARLANDARCH.COM



DILLARD RESIDENCE
1530 SANTA SABINA
SOLANA BEACH, CA
IRRIGATION DETAILS

PREPARED FOR
JILL DILLARD
1530 SANTA SABINA
SOLANA BEACH, CA
PREPARED BY
LINEAR LANDSCAPE
ARCHITECTURE
JOE DODD, ASLA
3571 INGRAHAM ST.
SAN DIEGO, CA 92109
P | 888.203.6628
SUBMITTAL:
01 - AUG. 5 2019
02 - NOV. 22 2019
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LI-04
SHT
05 OF 10

IRRIGATION SPECIFICATIONS

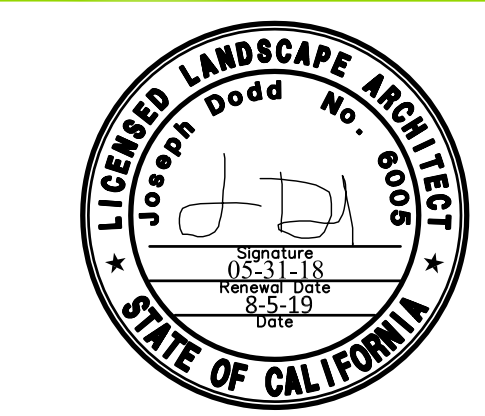
PART II – MATERIALS (CONT.)

- 2.05 BACKFLOW PREVENTION UNITS
A. THE BACKFLOW PREVENTION UNIT SHALL BE OF THE MANUFACTURER, SIZE, AND TYPE INDICATED ON THE DRAWINGS.
B. THE BACKFLOW PREVENTION UNIT SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH BY LOCAL CODES.
C. THE BACKFLOW PREVENTION ASSEMBLY SHALL CONSIST OF BRASS PIPING, UNIONS AND FITTINGS.
2.06 VALVES
A. GATE VALVES:
1. GATE VALVES SHALL BE OF THE MANUFACTURER, SIZE, AND TYPE INDICATED ON THE DRAWINGS.
2. GATE VALVES SHALL BE CONSTRUCTED OF A BRONZE BODY, BONNET AND DISC, AND A MALLEABLE IRON HANDWHEEL. GATE VALVES SHALL HAVE THREADED CONNECTIONS.
3. ALL GATE VALVES SHALL HAVE A MINIMUM WORKING PRESSURE OF NOT LESS THAN 150 PSI AND SHALL CONFORM TO AWWA STANDARDS.
B. BALL VALVES:
1. BALL VALVES SHALL BE OF THE MANUFACTURER, SIZE, AND TYPE INDICATED ON THE DRAWINGS.
2. BALL VALVES SHALL BE CONSTRUCTED OF A BRONZE BODY, STAINLESS STEEL BALL AND STEM, MALLEABLE IRON HANDLE. BALL VALVES SHALL HAVE THREADED CONNECTIONS.
3. ALL BALL VALVES SHALL HAVE A MINIMUM WORKING PRESSURE OF NOT LESS THAN 150 PSI AND SHALL CONFORM TO AWWA STANDARDS.
C. QUICK COUPLER VALVES:
1. QUICK COUPLER VALVES SHALL BE OF THE MANUFACTURER, SIZE, AND TYPE INDICATED ON THE DRAWINGS.
2. QUICK COUPLER VALVES SHALL BE BRASS WITH A WALL THICKNESS GUARANTEED TO WITHSTAND NORMAL WORKING PRESSURE OF 150 PSI WITHOUT LEAKAGE. VALVES SHALL HAVE FEMALE THREADS OPENING AT BASE, WITH TWO-PIECE BODY. VALVES TO BE OPERATED ONLY WITH A COUPLER KEY, DESIGNED FOR THAT PURPOSE. COUPLER KEY IS INSERTED INTO VALVE AND A POSITIVE, WATER-TIGHT CONNECTION SHALL BE MADE BETWEEN THE COUPLER KEY AND VALVE. HINGE COVER SHALL BE THE LOCKING TYPE CONSTRUCTED OF BRASS WITH A RUBBER-LIKE VINYL COVER.
3. VINYL QUICK COUPLER COVER FOR RECLAIMED WATER QUICK COUPLER VALVES TO BE PURPLE IN COLOR WITH THE WORDS "WARNING-RECYCLED (RECLAIMED) WATER-DO NOT DRINK PERMANENTLY MARKED ON LID FOR RECYCLED SYSTEM.
D. AUTOMATIC CONTROL VALVES:
1. AUTOMATIC CONTROL VALVES SHALL BE OF THE MANUFACTURER, SIZE, AND TYPE INDICATED ON THE DRAWINGS.
2. AUTOMATIC CONTROL VALVES SHALL BE ELECTRICALLY OPERATED.
E. ANTI-DRAIN VALVES:
1. ANTI-DRAIN VALVES SHALL BE OF THE MANUFACTURER, SIZE, AND TYPE INDICATED ON THE DRAWINGS.
2. ANTI-DRAIN VALVES SHALL HAVE 18-8 STAINLESS STEEL SPRINGS AND VALVE STEMS WITH BUNA-N SEALS.
3. ANTI-DRAIN VALVES WILL HAVE THREADED CONNECTIONS THE SIZE OF THE RISER OR PIPE THEY ARE TO BE INSTALLED ONTO, OR THE NEXT AVAILABLE SIZE. NO SUP CONNECTION ANTI-DRAIN VALVES ARE ALLOWED.
2.07 VALVE BOXES
A. VALVE BOXES SHALL BE FABRICATED FROM A DURABLE, WEATHER-RESISTANT PLASTIC MATERIAL RESISTANT TO SUNLIGHT AND CHEMICAL ACTION OF SOILS.
B. THE VALVE BOX COVER SHALL BE GREEN IN COLOR AND SECURED WITH BOLTS.
C. THE COVER AND BOX SHALL BE CAPABLE OF SUSTAINING A LOAD OF 1,500 POUNDS.
D. VALVE BOX EXTENSIONS SHALL BE BY THE SAME MANUFACTURER AS THE VALVE BOX.
E. AUTOMATIC CONTROL AND MASTER VALVE BOXES SHALL BE 16"x11"x12" RECTANGULAR SIZE. VALVE BOX COVERS SHALL BE "HEAT BRANDED" IN 2" HIGH LETTERS WITH EITHER "RCV" WITH THE VALVE IDENTIFICATION NUMBERS OR "MCV".
F. SPECIALITY "JUMBO" BOXES MAY BE INDICATED ON DRAWINGS AND SHALL BE 25"x15"x12" RECTANGULAR SIZE.
G. BALL VALVE, GATE VALVE, AND QUICK COUPLER VALVE BOXES SHALL BE CIRCULAR 10" SIZE. VALVE BOX COVERS SHALL BE "HEAT BRANDED" IN 2" HIGH LETTERS WITH EITHER "BV", "GV", OR "QCV".
2.08 IRRIGATION CONTROLLER
A. CONTROLLER SHALL BE OF THE MANUFACTURER, SIZE AND TYPE INDICATED ON THE DRAWINGS.
B. THE CONTROLLER ENCLOSURE SHALL BE OF THE MANUFACTURER, SIZE AND TYPE INDICATED ON THE DRAWINGS. THE ENCLOSURE SHALL ALSO ENCLOSE THE CONTROLLER ELECTRICAL METER.
THE CONTROLLER SHALL BE OF THE MANUFACTURER, SIZE AND TYPE REQUIRED BY THE CITY OF SOLANA BEACH.
2.09 ELECTRICAL
A. ALL ELECTRICAL EQUIPMENT SHALL BE NEMA TYPE 3, WATERPROOFED FOR EXTERIOR INSTALLATIONS.
B. ALL ELECTRICAL WORK SHALL CONFORM TO LOCAL CODES AND ORDINANCES.
2.10 LOW VOLTAGE CONTROL WIRING
A. REMOTE CONTROL WIRE SHALL BE DIRECT-BURIAL AWG-UF TYPE, SIZE AS INDICATED ON THE DRAWINGS, AND IN NO CASE SMALLER THAN 14 GAUGE.
B. CONNECTIONS SHALL BE EITHER EPOXY-SEALED PACKET TYPE OR PENN-TITE CONNECTORS. SPLICES ARE NOT ACCEPTABLE.
C. COMMON WIRES SHALL BE WHITE IN COLOR, AND IN NO CASE SMALLER THAN 14 GAUGE. CONTROL WIRES SHALL BE RED (WHERE TWO OR MORE CONTROLLERS ARE USED), THE CONTROL WIRES SHALL BE A DIFFERENT COLOR FOR EACH CONTROLLER.
D. TWO ADDITIONAL WIRES SHALL BE RUN FROM THE CONTROLLERS TO THE LAST VALVE/VALVE MANIFOLD ON THE MAINLINE. AN ADDITIONAL TWO WIRES SHALL BE RUN FOR EACH SPLIT IN THE MAINLINE. A TRACER WIRE SHALL BE RUN ALONG THE ENTIRE LENGTH OF THE MAINLINE.
E. GROUND WIRES SHALL BE GREEN IN COLOR, AND IN NO CASE SMALLER THAN 6 GAUGE.
F. PROVIDE A 24" LONG EXPANSION LOOP FOR ALL DIRECTIONAL CHANGES IN CONTROL WIRE ROUTING.
2.11 IRRIGATION HEADS
A. SPRINKLER HEADS SHALL BE OF THE MANUFACTURER SIZE, TYPE, WITH RADIUS OF THROW, OPERATING PRESSURE, AND DISCHARGE RATE INDICATED ON THE DRAWINGS.
B. POP-UP HEADS AND RISER HEADS SHALL BE USED AS INDICATED ON THE DRAWINGS.

PART III – EXECUTION

- 3.01 SITE CONDITIONS
A. INSPECTIONS:
1. PRIOR TO ALL WORK OF THIS SECTION, CAREFULLY INSPECT THE INSTALLED WORK OF ALL OTHER TRADES AND VERIFY THAT ALL SUCH WORK IS COMPLETE TO THE POINT WHERE THIS INSTALLATION MAY PROPERLY COMMENCE.
2. VERIFY THAT IRRIGATION SYSTEM MAY BE INSTALLED IN STRICT ACCORDANCE WITH ALL PERTINENT CODES AND REGULATIONS, THE ORIGINAL DESIGN, THE REFERENCED STANDARDS, AND THE MANUFACTURER'S RECOMMENDATIONS.
B. DISCREPANCIES:
1. IN THE EVENT OF DISCREPANCY, IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE.
2. DO NOT PROCEED WITH INSTALLATION IN AREAS OF DISCREPANCY UNTIL ALL DISCREPANCIES HAVE BEEN RESOLVED.
C. GRADES:
1. BEFORE STARTING WORK, CAREFULLY CHECK ALL GRADES TO DETERMINE THAT WORK MAY SAFELY PROCEED, KEEPING WITHIN THE SPECIFIED MATERIAL DEPTHS WITH RESPECT TO FINISH GRADE.
2. FINAL GRADES SHALL BE ACCEPTED BY THE ENGINEER BEFORE WORK ON THIS SECTION WILL BE ALLOWED TO BEGIN.
D. FIELD MEASUREMENTS:
1. MAKE ALL NECESSARY MEASUREMENTS IN THE FIELD TO ENSURE PRECISE FIT OF ITEMS IN ACCORDANCE WITH THE ORIGINAL DESIGN. CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ALL IRRIGATION MATERIALS WITH ALL OTHER WORK.
2. ALL SCALED DIMENSIONS ARE APPROXIMATE. THE CONTRACTOR SHALL CHECK AND VERIFY ALL SIZE DIMENSIONS PRIOR TO PROCEEDING WITH WORK UNDER THIS SECTION.
3. EXERCISE EXTREME CARE IN EXCAVATING AND WORKING NEAR EXISTING UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO UTILITIES WHICH ARE CAUSED BY HIS OPERATIONS' NEGLIGENCE.
E. DIAGRAMMATIC INTENT:
THE DRAWINGS ARE ESSENTIALLY DIAGRAMMATIC. THE SIZE AND LOCATION OF EQUIPMENT AND FIXTURES ARE DRAWN TO SCALE WHERE POSSIBLE. PROVIDE OFFSETS IN PIPING CHANGES IN EQUIPMENT LOCATIONS AS NECESSARY TO CONFORM WITH STRUCTURES AND TO AVOID OBSTRUCTIONS OR CONFLICTS WITH OTHER WORK AT NO ADDITIONAL EXPENSE TO OWNER.
F. LAYOUT:
1. PRIOR TO INSTALLATION, THE CONTRACTOR SHALL STAKE OUT ALL PRESSURE SUPPLY LINES, ROUTING AND LOCATION OF SPRINKLER HEADS, VALVES, BACKFLOW PREVENTER, AND AUTOMATIC CONTROLLER.
2. LAYOUT IRRIGATION SYSTEM AND MAKE MINOR ADJUSTMENTS REQUIRED DUE TO DIFFERENCES BETWEEN SITE AND DRAWINGS. WHERE PIPING IS SHOWN ON DRAWINGS UNDER PAVED AREAS, BUT RUNNING PARALLEL AND ADJACENT TO PLANTED AREAS, INSTALL THE PIPING IN THE PLANTED AREAS.
G. WATER SUPPLY CONNECTIONS TO, OR THE INSTALLATION OF, THE WATER SUPPLY SHALL BE AT THE LOCATIONS SHOWN ON THE DRAWINGS. MINOR CHANGES CAUSED BY ACTUAL SITE CONDITIONS SHALL BE MADE AT NO ADDITIONAL EXPENSE TO OWNER.
H. ELECTRICAL SERVICE:
1. CONNECTIONS TO THE ELECTRICAL SUPPLY SHALL BE AT THE LOCATIONS SHOWN ON THE DRAWINGS. MINOR CHANGES CAUSED BY SITE CONDITIONS SHALL BE MADE AT NO ADDITIONAL EXPENSE TO OWNER.
2. CONTRACTOR SHALL MAKE 120 VOLT CONNECTION TO THE IRRIGATION CONTROLLERS. ELECTRICAL POWER SOURCE TO CONTROLLER LOCATIONS SHALL BE PROVIDED BY OTHERS.
3.02 TRENCHING
A. EXCAVATIONS SHALL BE STRAIGHT WITH VERTICAL SIDES, EVEN GRADE, AND SUPPORT PIPE CONTINUOUSLY ON BOTTOM OF TRENCH. TRENCHING EXCAVATION SHALL FOLLOW LAYOUT INDICATED ON DRAWINGS TO THE DEPTHS BELOW FINISHED GRADE AND AS NOTED. WHERE LINES OCCUR UNDER PAVED AREA, THESE DIMENSIONS SHALL BE CONSIDERED BELOW SUBGRADE.
B. PROVIDE MINIMUM COVER OF 18 INCHES ON PRESSURE SUPPLY LINES 2 1/2 INCHES AND SMALLER. PROVIDE MINIMUM COVER OF 24 INCHES ON PRESSURE SUPPLY LINES 3 INCHES, AND 36 INCHES OF COVER ON PRESSURE SUPPLY LINES 4 INCH AND LARGER.
C. PROVIDE MINIMUM COVER OF 18 INCHES FOR CONTROL WIRES.
D. PROVIDE MINIMUM COVER OF 12 INCHES FOR NON-PRESSURE LINES.
E. PIPES INSTALLED IN A COMMON TRENCH SHALL HAVE A 4 INCH MINIMUM SPACE BETWEEN PIPES.
F. PROVIDE SAND BACKFILL A MINIMUM OF 4 INCHES OVER AND UNDER ALL MAINLINE PIPING.
3.03 BACKFILLING
A. BACKFILL MATERIAL ON ALL LINES SHALL BE THE SAME AS ADJACENT SOIL FREE OF DEBRIS, LITTER, AND ROCKS OVER 1/2 INCH IN DIAMETER.
B. BACKFILL SHALL BE TAMPED IN 4-INCH LAYERS UNDER THE PIPE AND UNIFORMLY ON BOTH SIDES FOR THE FULL WIDTH OF THE TRENCH AND THE FULL LENGTH OF THE PIPE. BACKFILL MATERIALS SHALL BE SUFFICIENTLY DAMP TO PERMIT THOROUGH COMPACTION, FREE OF VOIDS. BACKFILL SHALL BE COMPACTED TO DRY DENSITY EQUAL TO ADJACENT UNDISTURBED SOIL AND SHALL CONFORM TO ADJACENT GRADES.
C. FLOODING IN LIEU OF TAMPING IS NOT ALLOWED.
D. UNDER NO CIRCUMSTANCES SHALL TRUCK WHEELS BE USED TO COMPACT BACKFILL.
E. PROVIDE SAND BACKFILL A MINIMUM OF 6 INCHES OVER AND UNDER ALL PIPING UNDER PAVED AREAS.
3.04 PIPING
A. PIPING UNDER EXISTING PAVEMENT MAY BE INSTALLED BY JACKING, BORING, OR HYDRAULIC DRIVING. NO HYDRAULIC DRIVING IS PERMITTED UNDER ASPHALT PAVEMENT.
B. CUTTING OR BREAKING OF EXISTING PAVEMENT IS NOT PERMITTED.
C. CAREFULLY INSPECT ALL PIPE AND FITTINGS BEFORE INSTALLATION, REMOVING DIRT, SCALE, BURRS REAMING. INSTALL PIPE WITH ALL MARKINGS UP FOR VISUAL INSPECTION AND VERIFICATION.
D. REMOVE ALL DENTED AND DAMAGED PIPE SECTIONS.
E. ALL LINES SHALL HAVE A MINIMUM CLEARANCE OF 6 INCHES FROM EACH OTHER AND 12 INCHES FROM LINES OF OTHER TRADES.
F. PARALLEL LINES SHALL NOT BE INSTALLED DIRECTLY OVER EACH OTHER.
G. IN SOLVENT WELDING, USE ONLY THE SPECIFIED PRIMER AND SOLVENT CEMENT AND MAKE ALL JOINTS IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED METHODS INCLUDING WIPING ALL EXCESS SOLVENT FROM EACH WELD. ALLOW SOLVENT WELDS AT LEAST 15 MINUTES SETUP TIME BEFORE MOVING OR HANDLING AND 24 HOURS CURING TIME BEFORE FILLING.
H. PVC PIPE SHALL BE INSTALLED IN A MANNER WHICH WILL PROVIDE FOR EXPANSION CONTRACTION AS RECOMMENDED BY THE PIPE MANUFACTURER.
I. CENTERLOAD ALL PLASTIC PIPE PRIOR TO PRESSURE TESTING.
J. ALL THREADED PLASTIC-TO-PLASTIC CONNECTIONS SHALL BE ASSEMBLED USING TEFLON TAPE OR TEFLON PASTE.
K. FOR PLASTIC-TO-METAL CONNECTIONS, WORK THE METAL CONNECTIONS FIRST. USE A NON-HARDENING PIPE DOPE AN ALL THREADED PLASTIC-TO-METAL CONNECTIONS, EXCEPT WHERE NOTED OTHERWISE. ALL PLASTIC-TO-METAL CONNECTIONS SHALL BE MADE WITH PLASTIC FEMALE ADAPTERS.
L. ALL CONNECTIONS BETWEEN PVC LATERAL LINES SHALL BE MADE USING SCH. 40 PVC FITTINGS WITH COMPRESSION ADAPTERS. ALL CONNECTIONS BETWEEN DRIPPERLINES TO BE MADE USING COMPRESSION FITTINGS OF MANUFACTURER OF THE DRIPPERLINE. USE NO PIPE DOPE, TEFLON TAPE, PRIMER OR SOLVENT CEMENT ON COMPRESSION FITTINGS.
3.05 CONTROLLER
A. THE EXACT LOCATION OF THE CONTROLLER SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE BEFORE INSTALLATION. THE ELECTRICAL SERVICE SHALL BE COORDINATED WITH THIS LOCATION.
B. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL ELECTRICAL HOOK UP TO IRRIGATION CONTROLLER.
C. THE IRRIGATION SYSTEM SHALL BE PROGRAMMED TO OPERATE DURING THE PERIODS OF MINIMAL USE OF THE DESIGN AREA.
D. INSTALL CONTROLLER ENCLOSURE AS RECOMMENDED BY THE MANUFACTURER.
3.06 CONTROL WIRING
A. LOW VOLTAGE CONTROL WIRING SHALL OCCUPY THE SAME TRENCH AND SHALL BE INSTALLED ALONG THE SAME ROUTE AS THE PRESSURE SUPPLY LINES WHENEVER POSSIBLE.
B. WHERE MORE THAN ONE WIRE IS PLACED IN A TRENCH, THE WIRING SHALL BE TAPED TOGETHER IN A BUNDLE AT INTERVALS OF 10 FEET. BUNDLE SHALL BE SECURED TO THE MAINLINE WITH TAPE AT INTERVALS OF 20 FEET.
C. ALL CONNECTIONS SHALL BE OF AN APPROVED TYPE AND SHALL OCCUR IN A VALVE BOX. PROVIDE AN 18 INCH SERVICE LOOP AT EACH CONNECTION.
D. AN EXPANSION LOOP OF 12 INCHES SHALL BE PROVIDED AT EACH WIRE CONNECTION AND/OR DIRECTIONAL CHANGE, AND ONE OF 24 INCHES SHALL BE PROVIDED AT EACH REMOTE CONTROL VALVE.
E. A CONTINUOUS RUN OF WIRE SHALL BE USED BETWEEN A CONTROLLER AND EACH REMOTE CONTROL VALVE. UNDER NO CIRCUMSTANCES SHALL SPLICES BE USED WITHOUT PRIOR APPROVAL.
3.07 VALVES
A. AUTOMATIC CONTROL VALVES, BALL VALVES, GATE VALVES, AND QUICK COUPLER VALVES SHALL BE INSTALLED IN THE APPROXIMATE LOCATIONS INDICATED ON THE DRAWINGS.
B. VALVE SHALL BE INSTALLED IN SHRUB AREAS WHENEVER POSSIBLE.
C. INSTALL ALL VALVES AS INDICATED IN THE DETAIL DRAWINGS.
D. VALVES TO BE INSTALLED IN VALVE BOXES SHALL BE INSTALLED ONE VALVE PER BOX.
E. REMOTE CONTROL VALVES AND QUICK COUPLER VALVES SHALL BE ISOLATED FROM THE MAINLINE BY A BALL VALVE SIZED PER THE LARGEST R.C.V. IN THE MANIFOLD OR 1 1/2 INCH FOR Q.C.V.'S.
3.08 VALVE BOXES
A. VALVE BOXES SHALL BE INSTALLED IN SHRUB AREAS WHENEVER POSSIBLE.
B. EACH VALVE BOX SHALL BE INSTALLED ON A FOUNDATION OF 3/4 INCH GRAVEL BACKFILL, 2 CUBIC FEET MINIMUM. VALVE BOXES SHALL BE INSTALLED WITH THEIR TOPS 1/2 INCH ABOVE THE SURFACE OF SURROUNDING FINISH GRADE IN LAWN AREAS AND 3 INCHES ABOVE FINISH GRADE IN GROUND COVER AREAS.
3.09 BACKFLOW PREVENTERS
A. INSTALL BACKFLOW PREVENTER UNIT AS INDICATED IN THE DETAIL DRAWINGS.
B. INSTALL BACKFLOW ASSEMBLIES AT LOCATIONS APPROVED IN THE FIELD AND AT HEIGHT REQUIRED BY LOCAL CODES.
C. INSTALL WYE STRAINERS AND PRESSURE REGULATORS ON THE BACKFLOW ASSEMBLY.
D. IF BACKFLOW PREVENTER IS INSTALLED ADJACENT TO A BUILDING, WALL, OR OTHER OBSTRUCTION, INSTALL UNIT SO THAT THE TEST COCKS ARE FACING OUTWARD AWAY FROM THE OBSTRUCTION.
E. INSTALL BACKFLOW ENCLOSURE AS RECOMMENDED BY THE MANUFACTURER.
3.10 SPRINKLER HEADS
A. SPRINKLER HEADS SHALL BE INSTALLED AS INDICATED ON THE DRAWINGS.
B. SPACING OF HEADS SHALL NOT EXCEED MAXIMUM INDICATED ON THE DRAWINGS.
C. RISER NIPPLES SHALL BE OF THE SAME SIZE AS THE RISER OPENING IN THE SPRINKLER BODY.
D. POP-UP SPRINKLER HEADS SHALL NOT BE INSTALLED USING SIDE OUTLET OPENINGS.
E. RISER NIPPLES ON RECYCLED WATER SYSTEMS SHALL BE IDENTIFIED WITH ADHESIVE VINYL MARKERS BELOW SPRINKLER HEAD AND A MINIMUM OF 10 INCHES ABOVE FINISH GRADE.
3.11 MISCELLANEOUS EQUIPMENT
A. INSTALL ALL ASSEMBLIES SPECIFIED HEREIN ACCORDING TO THE RESPECTIVE DETAIL DRAWINGS OR SPECIFICATIONS, USING BEST STANDARD PRACTICES.
B. QUICK COUPLER VALVES SHALL BE SET APPROXIMATELY 12 INCHES FROM WALKS, CURBS, HEADER BOARDS, OR PAVED AREAS WHERE APPLICABLE.
C. UNLESS DESIGNED AS AN INTEGRAL PART OF THE IRRIGATION HEAD, ANTI-DRAIN VALVES WILL BE INSTALLED UNDER EVERY HEAD. THE ANTI-DRAIN VALVE WILL BE THE SAME DIAMETER AS THE RISER AND BE INTEGRAL TO THE RISER ASSEMBLY.
D. INSTALL RAIN SENSOR AS INDICATED ON THE DRAWINGS AND AS RECOMMENDED BY THE MANUFACTURER.
3.12 FLUSHING THE SYSTEM
A. PRIOR TO INSTALLATION OF SPRINKLER NOZZLES, THE VALVES SHALL BE OPENED AND A FULL HEAD OF WATER USED TO FLUSH OUT THE LINES AND RISERS.
B. SPRINKLER NOZZLES SHALL BE INSTALLED AFTER FLUSHING THE SYSTEM HAS BEEN COMPLETED.
3.13 ADJUSTING THE SYSTEM
A. CONTRACTOR SHALL ADJUST VALVES, ALIGN HEADS, AND CHECK COVERAGE OF EACH SYSTEM PRIOR TO COVERAGE TEST.
B. IF IT IS DETERMINED BY THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE THAT ADDITIONAL ADJUSTMENTS OR NOZZLE CHANGES WILL BE REQUIRED TO PROVIDE PROPER COVERAGE, ALL NECESSARY CHANGES OR ADJUSTMENTS SHALL BE MADE PRIOR TO ANY PLANTING.
C. THE ENTIRE SYSTEM SHALL BE OPERATING PROPERLY BEFORE ANY PLANTING OPERATIONS COMMENCE.
D. AUTOMATIC CONTROL VALVES ARE TO BE ADJUSTED SO THAT THE SPRINKLER HEADS OPERATE AT THE PRESSURE RECOMMENDED BY THE MANUFACTURER.
3.14 TESTING AND OBSERVATION
A. DO NOT ALLOW OR CAUSE ANY OF THE WORK OF THIS SECTION TO BE COVERED UP OR ENCLOSED UNTIL IT HAS BEEN OBSERVED, TESTED AND ACCEPTED BY THE LANDSCAPE ARCHITECT, OWNER, AND GOVERNING AGENCIES.
B. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR NOTIFYING THE LANDSCAPE ARCHITECT, OWNER, AND GOVERNING AGENCIES, A MINIMUM OF 48 HOURS IN ADVANCE, WHERE AND WHEN THE WORK IS READY FOR TESTING.
C. WHEN THE SPRINKLER SYSTEM IS COMPLETED, THE CONTRACTOR SHALL PERFORM A COVERAGE TEST OF EACH SYSTEM IN ITS ENTIRETY TO DETERMINE IF THE WATER COVERAGE FOR THE PLANTED AREAS IS COMPLETE AND ADEQUATE IN THE PRESENCE OF THE LANDSCAPE ARCHITECT.
D. THE CONTRACTOR SHALL FURNISH ALL MATERIALS AND PERFORM ALL WORK REQUIRED TO CORRECT ANY INADEQUACIES OF COVERAGE DUE TO DEVIATIONS FROM THE PLANS, OR WHERE THE SYSTEM HAS BEEN WILLFULLY INSTALLED AS INDICATED ON THE DRAWINGS WHEN IT IS OBVIOUSLY INADEQUATE, WITHOUT BRINGING THIS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. THIS TEST SHALL BE ACCEPTED BY THE LANDSCAPE ARCHITECT AND ACCOMPLISHED BEFORE STARTING ANY PLANTING.
E. FINAL INSPECTION WILL NOT COMMENCE WITHOUT RECORD DRAWINGS AS PREPARED BY THE IRRIGATION CONTRACTOR.
3.15 MAINTENANCE
DURING THE MAINTENANCE PERIOD THE CONTRACTOR SHALL ADJUST AND MAINTAIN THE IRRIGATION SYSTEM IN A FULLY OPERATIONAL CONDITION PROVIDING COMPLETE IRRIGATION COVERAGE TO ALL INTENDED PLANTINGS.
3.16 COMPLETION CLEANING
CLEAN-UP SHALL BE MADE AS EACH PORTION OF THE WORK PROGRESSES. REFUSE AND EXCESS DIRT SHALL BE REMOVED FROM THE SITE, ALL WALKS AND PAVING SHALL BE BROOMED, AND ANY DAMAGE SUSTAINED ON THE WORK OF OTHERS SHALL BE REPAIRED TO ORIGINAL CONDITIONS.
END OF SECTION

PRELIMINARY PLANS - NOT FOR CONSTRUCTION



DILLARD RESIDENCE
1530 SANTA SABINA
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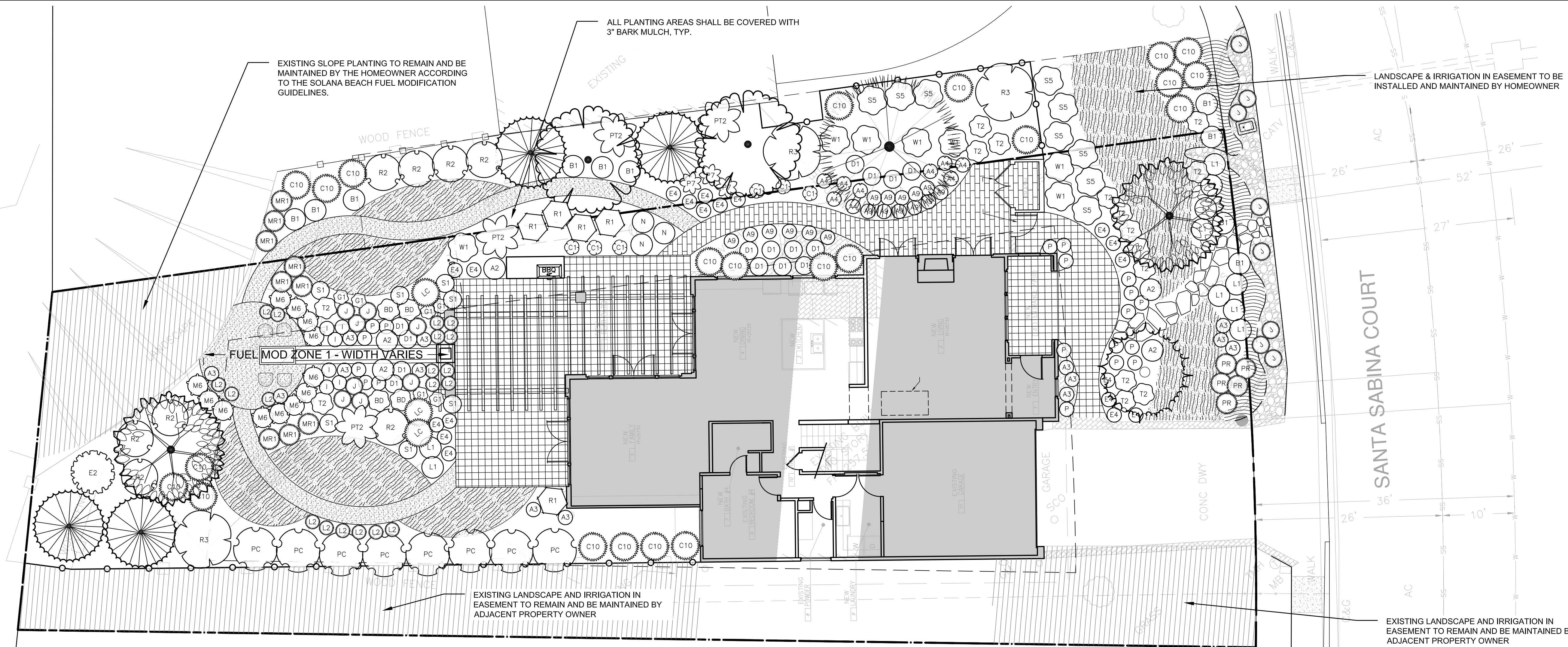
JOE DODD, ASLA
3571 INGRAHAM ST.
SAN DIEGO, CA 92109
P | 888.203.6628

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LI-06

SHT
07 OF 10

FILE NAME: G:\DILLARD RESIDENCE\DILLARD - ISHT.DWG



PLANT SCHEDULE

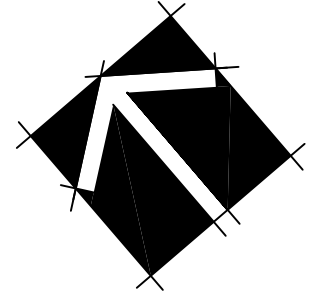
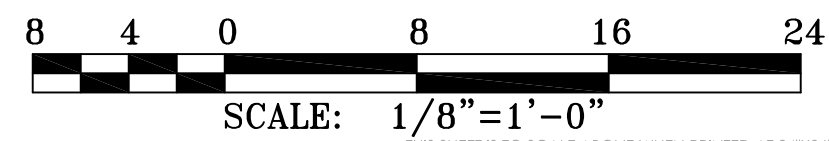
TREES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	MATURE SIZE (WXH)	WUCOLS									
	1	Cassia leptophylla	Gold Medallion Tree	24" BOX	25 X 25	MEDIUM	L1	10	Lavandula angustifolia 'Hidcote'	Hidcote Lavender	1 GAL	3 X 3	LOW		
	1	Cercis canadensis 'Forest Pansy' TM	Forest Pansy Redbud	24" BOX	20 X 20	MEDIUM	LC	3	Leymus condensatus 'Canyon Prince'	Native Blue Rye	5 GAL	4 X 4	LOW		
	2	Olea europaea 'Swan Hill'	Fruitless Olive Multi-Trunk	48" BOX	25 X 25	LOW	L2	19	Lomandra longifolia 'Breeze'	Dwarf Mat Rush	1 GAL	3 X 2	LOW		
	4	Podocarpus gracilior	Fern Pine	24" BOX	20 X 40	MEDIUM	MR1	9	Muhlenbergia rigens	Deer Grass	1 GAL	4 X 4	LOW		
	2	Tristania conferta	Brisbane Box	24" BOX	25X40	MEDIUM	M6	12	Myrtus compacta	Compact Myrtle	5 GAL	8 X 8	LOW		
	5	Acacia cognata 'Cousin It'	River Wattle	1 GAL	2 X 2	MEDIUM	N	3	Nepeta faassenii	Catmint	1 GAL	5 X 2	MEDIUM		
	14	Achillea x 'Moonshine'	Moonshine Yarrow	1 GAL	2 X 3	MEDIUM	PR	5	Pennisetum rubrum	Fountain Grass	1 gal.	4 X 4	MEDIUM		
	9	Anigozanthos flavidus	Kangaroo Paw	1 GAL	2 X 3	MEDIUM	P	19	Penstemon x Purple Riding Hood	Purple Riding Hood Beard Tongue	1 gal.	1 X 3	MEDIUM		
	17	Asparagus meyeri	Foxtail Fern	1 GAL	2 X 2	MEDIUM	PC	4	Phormium tenax	New Zealand Flax	5 GAL	8 X 8	LOW		
	4	Buddleja davidii nanhoensis 'Petite Indigo' TM	Petite Indigo Butterfly Bush	5 GAL	5 X 6	MEDIUM	PC	3	Phormium tenax 'Yellow Wave'	New Zealand Flax	1 GAL	4 X 4	MEDIUM		
	10	Bulbine frutescens 'Hallmark'	Stalked Bulbine	1 GAL	5 X 2	LOW	R1	8	Prunus caroliniana 'Compacta'	Carolina Cherry	15 GAL	5' x 10'	MEDIUM		
	6	Calandrinia grandiflora	Rock Purslane	1 GAL	5 X 2	LOW	R2	5	Rosa floribunda 'Iceberg'	Iceberg Rose	1 GAL	4 X 4	MEDIUM		
	22	Chondropetalum tectorum	Cape Rush	1 GAL	4 X 4	LOW	S5	8	Rosmarinus officinalis 'Tuscan Blue'	Tuscan Blue Rosemary	1 GAL	4X6	LOW		
	15	Dianella tasmanica 'Variegata'	Flax Lily	1 GAL	2 X 2	MEDIUM	S1	9	Salvia leucophylla 'Midnight'	Purple Leaf Sage	1 GAL	4 X 4	LOW		
	1	Echium fastuosum	Pride Of Madeira	5 GAL	8 X 10	MEDIUM	T2	7	Senecio vitalis	Blue Chalk Fingers	1 GAL	2 X 2	LOW		
	19	Erigeron karvinskianus 'Profusion'	Santa Barbara Daisy	1 GAL	3X1	LOW	W1	15	Tagetes lemmonii 'Compacta'	Compact Copper Canyon Daisy	1 GAL	3 X 3	LOW		
	6	Gaura lindheimeri 'Siskiyou Pink'	Siskiyou Pink Gaura	1 GAL	2 X 2	LOW		7	Westringia fruticosa 'Smokey'	Smokey Westringia	5 GAL	5 x 4	LOW		
	6	Iris douglasiana	Douglas Iris	1 GAL	2 X 2	LOW									
	16	Juncus patens 'Elk Blue'	Spreading Rush	1 GAL	2 X 3	LOW									

GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	WUCOLS	SPACING
	971 sf	Carex divulsa	Berkeley Sedge	1 GAL	LOW	24" o.c.
	123 sf	Rosmarinus officinalis 'Prostratus'	Dwarf Rosemary	FLATS	LOW	30" o.c.

APPLICANTS STATEMENT OF COMPLIANCE
 I AM FAMILIAR WITH THE REQUIREMENTS FOR LANDSCAPE AND IRRIGATION PLANS CONTAINED IN THE CITY'S WATER EFFICIENT LANDSCAPE REGULATIONS. I HAVE PREPARED THIS PLAN IN COMPLIANCE WITH THOSE REGULATIONS AND THE LANDSCAPE DESIGN MANUAL. I CERTIFY THAT THE PLAN IMPLEMENTS THOSE REGULATIONS TO PROVIDE EFFICIENT USE OF WATER.

JOE DODD, PLA #6005

APPLICANT SIGNATURE DATE



PRELIMINARY PLANS - NOT FOR CONSTRUCTION

LINEAR LANDSCAPE ARCHITECTURE
 IRRIGATION DESIGN GROUP
 3571 INGRAHAM STREET
 SAN DIEGO, CA 92109
 WWW.LINEARLANDARCH.COM



DILLARD RESIDENCE
 1530 SANTA SABINA
 SOLANA BEACH, CA
PLANTING PLAN

PREPARED FOR

JILL DILLARD
 1530 SANTA SABINA
 SOLANA BEACH, CA

PREPARED BY

LINEAR LANDSCAPE ARCHITECTURE

JOE DODD, ASLA
 3571 INGRAHAM ST.
 SAN DIEGO, CA 92109
 P | 888.203.6628

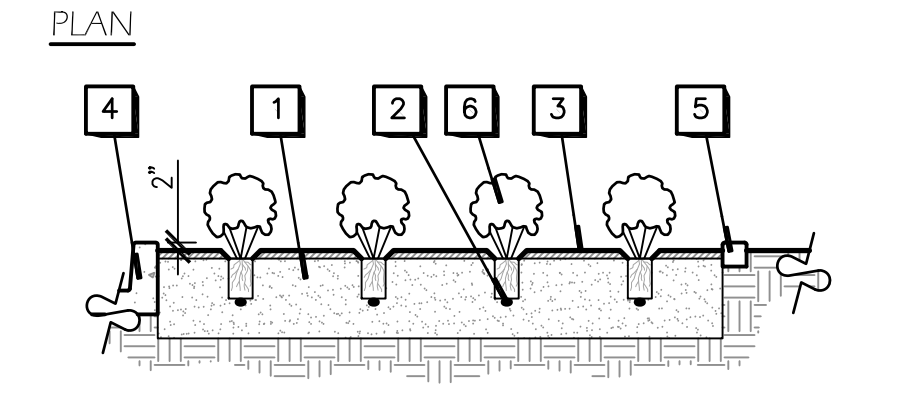
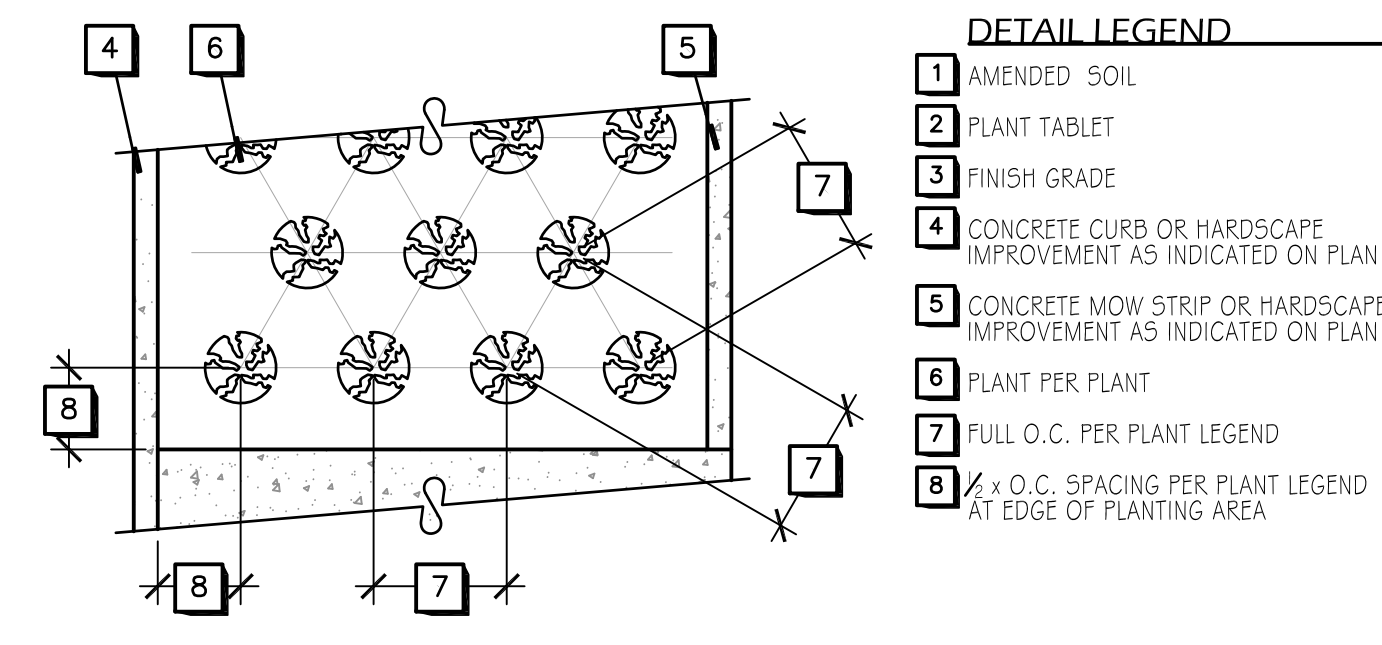
SUBMITTAL:
 01 - AUG. 5 2019
 02 - NOV. 22 2019
 03 - FEB. 12 2020

LP-01

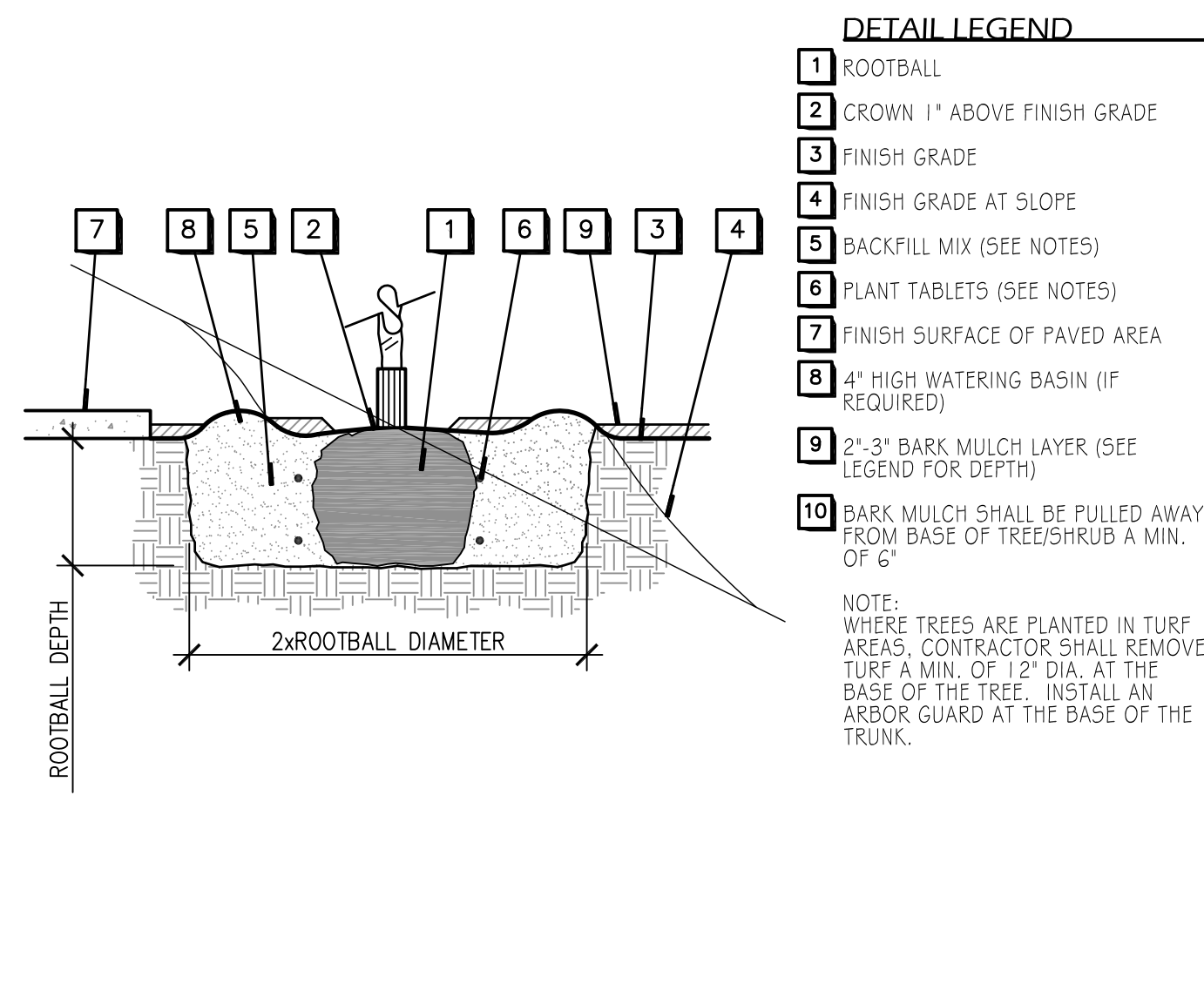
PLANTING NOTES

1. A. THE PLANTING PLAN IS DIAGRAMMATIC. ALL PLANT LOCATIONS ARE APPROXIMATE. PLANT SYMBOLS TAKE PRECEDENCE OVER PLANT QUANTITIES SPECIFIED.
 B. QUANTITIES SHOWN ON THE PLANTING PLAN ARE APPROXIMATE AND ARE FOR THE CONVENIENCE OF THE CONTRACTOR ONLY.
 C. CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF THE DISCREPANCIES BETWEEN QUANTITIES AND SYMBOLS SHOWN.
2. LANDSCAPE CONTRACTOR SHALL APPLY A CONTACT HERBICIDE, WHERE WEEDS ARE PRESENT, PER MANUFACTURERS SPECIFICATIONS A MINIMUM OF TEN (10) DAYS PRIOR TO COMMENCEMENT OF ANY PLANTING OR IRRIGATION WORK. WEEDS SHALL BE ALLOWED TO COMPLETELY DIE BACK, INCLUDING THE ROOTS BEFORE PROCEEDING WITH WORK.
3. AN AGRONOMIC SOILS TEST WILL BE REQUIRED PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL SUBMIT A SOIL ANALYSIS REPORT FROM AN AUTHORIZED TESTING AGENCY TO THE LANDSCAPE ARCHITECT BEFORE BEGINNING WORK.
4. PRIOR TO PLANTING, IRRIGATION SYSTEM SHALL BE FULLY OPERATIONAL AND PLANTING AREAS SHALL BE THOROUGHLY SOAKED.
5. ALL AREAS TO BE PLANTED, WHICH HAVE A SLOPE OF LESS THAN 10%, SHALL BE CROSS-RIPPED TO A DEPTH OF SIX (6") INCHES AND THE FOLLOWING AMENDMENTS SPREAD EVENLY AND THOROUGHLY BLENDED IN PER 1,000 SQUARE FEET (QUANTITIES SUBJECT TO CHANGE PER SOIL ANALYSIS):
 A. 4 CUBIC YARDS COMPOST
 B. 100 POUNDS AGRICULTURAL GYPSUM
 C. 15 POUNDS IRON SULPHATE
 D. 25 POUNDS 16-6-8 SLOW RELEASE FERTILIZER
6. EACH PLANT SHALL RECEIVE "AGRIFORM" (OR EQUAL) PLANT TABLETS AS FOLLOWS:
 A. ROOTED CUTTING/4" POT - (1) 5 GRAM
 B. 1 GAL. CONTAINER - (1) 21 GRAM
 C. 5 GAL. CONTAINER - (3) 21 GRAM
 D. 15 GAL. CONTAINER - (5) 21 GRAM
 E. BOX TREE - (1) 21 GRAM PER 3" BOX SIZE
7. PLANT BACK FILL SHALL BE 50% SITE SOIL, AND 50% NITROGEN FORTIFIED REDWOOD SHAVINGS BY VOLUME.
8. PLANT PITS SHALL BE TWICE THE SIZE OF THE DESIGNATED NURSERY CONTAINER.
9. PLANT MATERIAL SHALL NOT BE ROOT BOUND. FIVE GALLON PLANTS AND LARGER SHALL HAVE BEEN GROWN IN CONTAINERS FOR A MINIMUM OF 6 MONTHS AND A MAXIMUM OF TWO YEARS.
10. PLANTS SHALL EXHIBIT HEALTHY GROWTH AND BE FREE OF DISEASES AND PESTS.
11. STAKE ALL TREES PER DETAIL.
12. REMOVE NURSERY STAKES ON ALL VINES AND ATTACH TO ADJACENT FENCES WITH GALV. NAILS AND GREEN NURSERY TAPE.
13. REMOVE NURSERY STAKES AND TIES FROM ALL CONTAINER STOCK. MAINTAIN SIDE GROWTH ON ALL TREES.
14. PLANTS SHALL NOT BE PLACED WITHIN TWELVE (24") INCHES OF SPRINKLER HEADS.
15. SHRUBS SHOWN IN PLANT AREAS SHALL BE UNDER-PLANTED WITH GROUND COVER SHOWN BY ADJACENT SYMBOL, TO WITHIN 12" OF MAIN PLANT STEM.
16. LANDSCAPE CONTRACTOR SHALL MAINTAIN A MINIMUM OF 2% DRAINAGE AWAY FROM ALL BUILDINGS, STRUCTURES, AND WALLS. FINISHED GRADES SHALL BE SMOOTHED TO ELIMINATE PUDDLING OR STANDING WATER.
17. FINISHED GRADES SHALL BE ONE (1) INCH BELOW THE TOP OF CURBS, SILLS, AND WALKWAYS IN ALL AREAS. WHERE SOD IS LAID NEXT TO THESE IMPROVEMENTS-FINISH GRADE BEFORE LAYING SOD SHALL BE 1-1/2" BELOW THE TOP.
18. THE LANDSCAPE CONTRACTOR SHALL LEAVE SITE IN A CLEAN CONDITION, REMOVING ALL UNUSED MATERIAL, TRASH, AND TOOLS.
19. LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS FOR A PERIOD OF SIXTY (60) DAYS AFTER COMPLETION. ALL AREAS SHALL BE KEPT CLEAN, WATERED, AND WEED FREE.
20. AT COMPLETION OF ALL WORK OUTLINED IN THESE PLANS, THE LANDSCAPE CONTRACTOR SHALL CONTACT OWNER AND ARRANGE FOR A WALK THROUGH TO DETERMINE THAT ALL ASPECTS OF WORK ARE COMPLETED. WORK MUST BE FULLY COMPLETED ACCORDING TO ALL PLANS AND SPECIFICATIONS, MUST BE COMPLETED IN A GOOD WORKMANSHIP MANNER, AND MUST BE ACCEPTED BY THE OWNER IN WRITING PRIOR TO THE BEGINNING OF THE MAINTENANCE PERIOD.

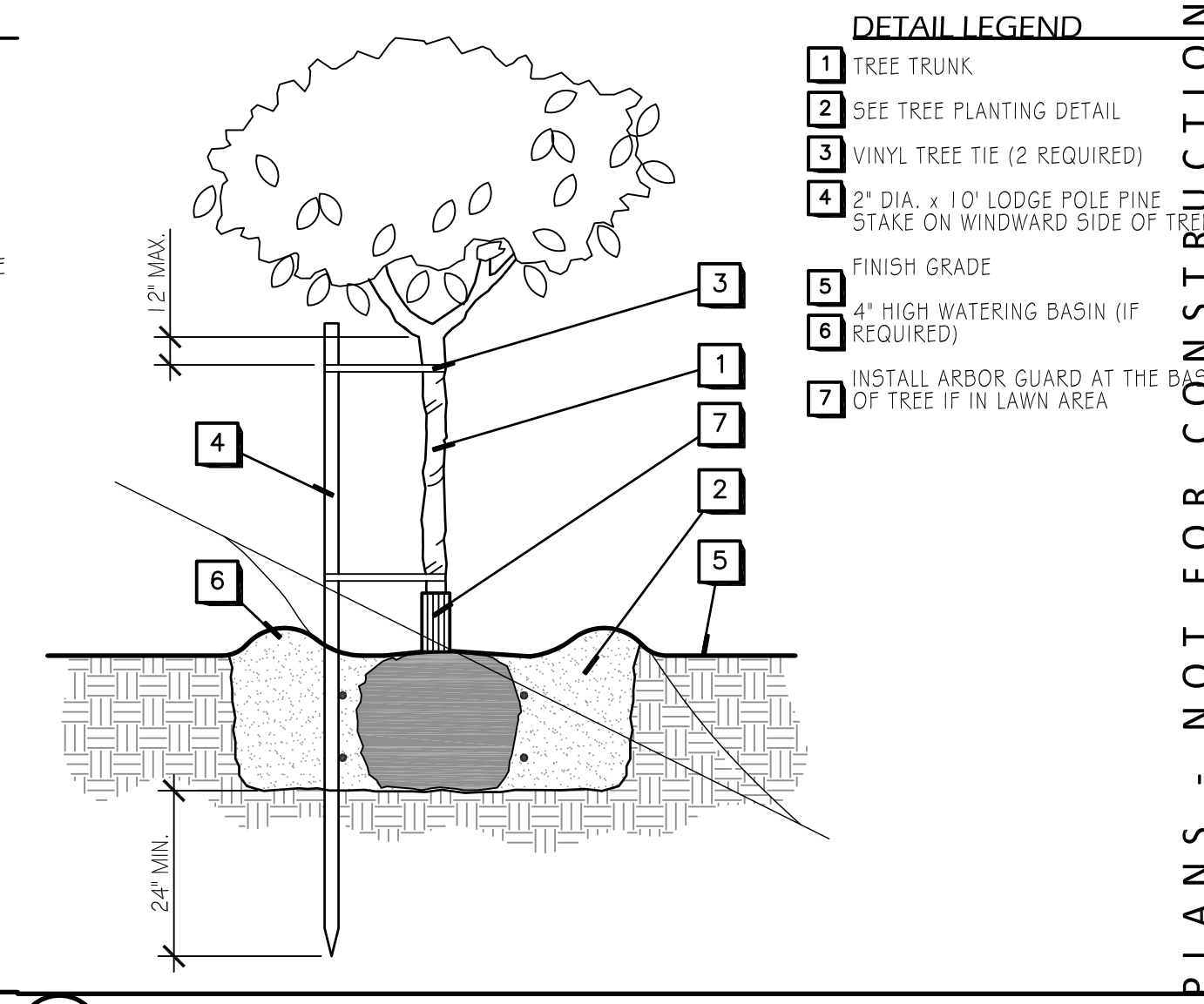
21. MULCH: ALL REQUIRED PLANTING AREAS SHALL BE COVERED WITH MULCH TO A MIN. DEPTH OF 3 INCHES, EXCLUDING SLOPES REQUIRING REVEGETATION AND AREAS PLANTED WITH GROUND COVER. ALL EXPOSED SOIL AREAS WITHOUT VEGETATION SHALL ALSO BE MULCHED TO THIS MIN. DEPTH (SDMC 142.0413(b)).
22. ALL TREES PLANTED WITHIN 5' FROM ANY HARDSCAPE PAVEMENT, OR CURBS SHALL RECEIVE A LB24-2 'DEEP ROOT' TREE ROOT BARRIER INSTALLED IN A 10' LINEAR APPLICATION, OR AS SHOWN ON PLANTING PLAN. ROOT BARRIER SHALL NOT ENCIRCLE THE ROOT BALL. SEE ROOT BARRIER DETAIL.
23. LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS FOR A PERIOD OF SIXTY (60) DAYS AFTER COMPLETION. ALL AREAS SHALL BE KEPT CLEAN, WATERED, AND WEED FREE.
24. AT COMPLETION OF ALL WORK OUTLINED IN THESE PLANS, THE LANDSCAPE CONTRACTOR SHALL CONTACT OWNER AND ARRANGE FOR A WALK THROUGH TO DETERMINE THAT ALL ASPECTS OF WORK ARE COMPLETED. WORK MUST BE FULLY COMPLETED ACCORDING TO ALL PLANS AND SPECIFICATIONS AND MUST BE COMPLETED IN A GOOD WORKMANSHIP MANNER AND MUST BE ACCEPTED BY THE OWNER IN WRITING PRIOR TO THE BEGINNING OF THE MAINTENANCE PERIOD.
25. THE MAINTENANCE PERIOD SHALL INCLUDE THE FOLLOWING SCOPE OF WORK:
 A. DAILY WATERING OF ALL PLANT MATERIAL.
 B. WEEKLY MOWING OF ALL TURF AREAS.
 C. WEEDING AND REMOVAL OF ALL WEEDS FROM GROUND COVER AREAS.
 D. REPLACEMENT OF ANY DEAD, DYING, OR DAMAGED TREES, SHRUBS, OR GROUND COVERS.
 E. FILLING AND REPLANTING OF ANY LOW AREAS WHICH MAY CAUSE STANDING WATER.
 F. ADJUSTING OF SPRINKLER HEAD HEIGHT AND WATERING SYSTEM.
 G. FILLING AND RECOMPACTION OF ERODED AREAS.
 H. WEEKLY REMOVAL OF ALL TRASH, LITTER, CLIPPINGS, AND ALL FOREIGN DEBRIS.
 I. AT 120 DAYS AFTER PLANTING AND PRIOR TO THE END OF THE MAINTENANCE PERIOD, ORGANIC FERTILIZER SHALL BE APPLIED TO PLANTING AREAS AS PER MANUFACTURER'S RECOMMENDATIONS.
 J. AT 60 DAYS ORGANIC FERTILIZER SHALL BE APPLIED TO TURF AREAS AS PER MANUFACTURER'S RECOMMENDATIONS.
26. PRIOR TO END OF MAINTENANCE PERIOD, LANDSCAPE CONTRACTOR SHALL CONTACT OWNER AND ARRANGE FOR A FINAL WALK THROUGH. OWNER MUST ACCEPT ALL MAINTAINED AREAS IN WRITING PRIOR TO END OF MAINTENANCE PERIOD.
27. ALL GROUND COVERS SHALL BE GUARANTEED BY THE CONTRACTOR AS TO GROWTH AND HEALTH FOR A PERIOD OF SIXTY (60) DAYS AFTER THE COMPLETION OF MAINTENANCE PERIOD AND FINAL ACCEPTANCE. ALL SHRUBS SHALL BE GUARANTEED BY THE CONTRACTOR AS TO GROWTH AND HEALTH FOR A PERIOD OF NINETY (90) DAYS AFTER COMPLETION OF MAINTENANCE PERIOD AND FINAL ACCEPTANCE. ALL TREES SHALL BE GUARANTEED BY THE CONTRACTOR TO LIVE AND GROW IN AN ACCEPTABLE UPRIGHT POSITION FOR A PERIOD OF ONE (1) YEAR AFTER COMPLETION OF THE SPECIFIED MAINTENANCE PERIOD AND FINAL ACCEPTANCE.
28. THE CONTRACTOR, WITHIN FIFTEEN (15) DAYS OF WRITTEN NOTIFICATION BY THE LANDSCAPE ARCHITECT, SHALL REMOVE AND REPLACE ALL GUARANTEED PLANT MATERIALS, WHICH FOR ANY REASON FAIL TO MEET THE REQUIREMENTS OF THE GUARANTEE. REPLACEMENT SHALL BE MADE WITH PLANT MATERIALS AS INDICATED OR SPECIFIED ON THE ORIGINAL PLANS, AND ALL SUCH REPLACEMENT MATERIALS SHALL BE GUARANTEED AS SPECIFIED FOR THE ORIGINAL MATERIAL GUARANTEE.
29. ALL MECHANICAL EQUIPMENT AND UTILITIES SHALL BE SCREENED BY PLANTING. IF NOT ALREADY INDICATED ON THE PLAN, ALLOW EIGHT 5-GALLON SHRUBS PER UTILITY TO BE PLACED DURING PLANT INSTALLATION AS NEEDED TO PROVIDE REQUIRED SCREENING.
30. A CERTIFICATE OF COMPLETION, USING THE CITY'S FORM AND SIGNED BY THE LICENSED PROFESSIONAL WHO PREPARED THE PLANS, WILL BE REQUIRED AT TIME OF COMPLETION OF INSTALLATION.



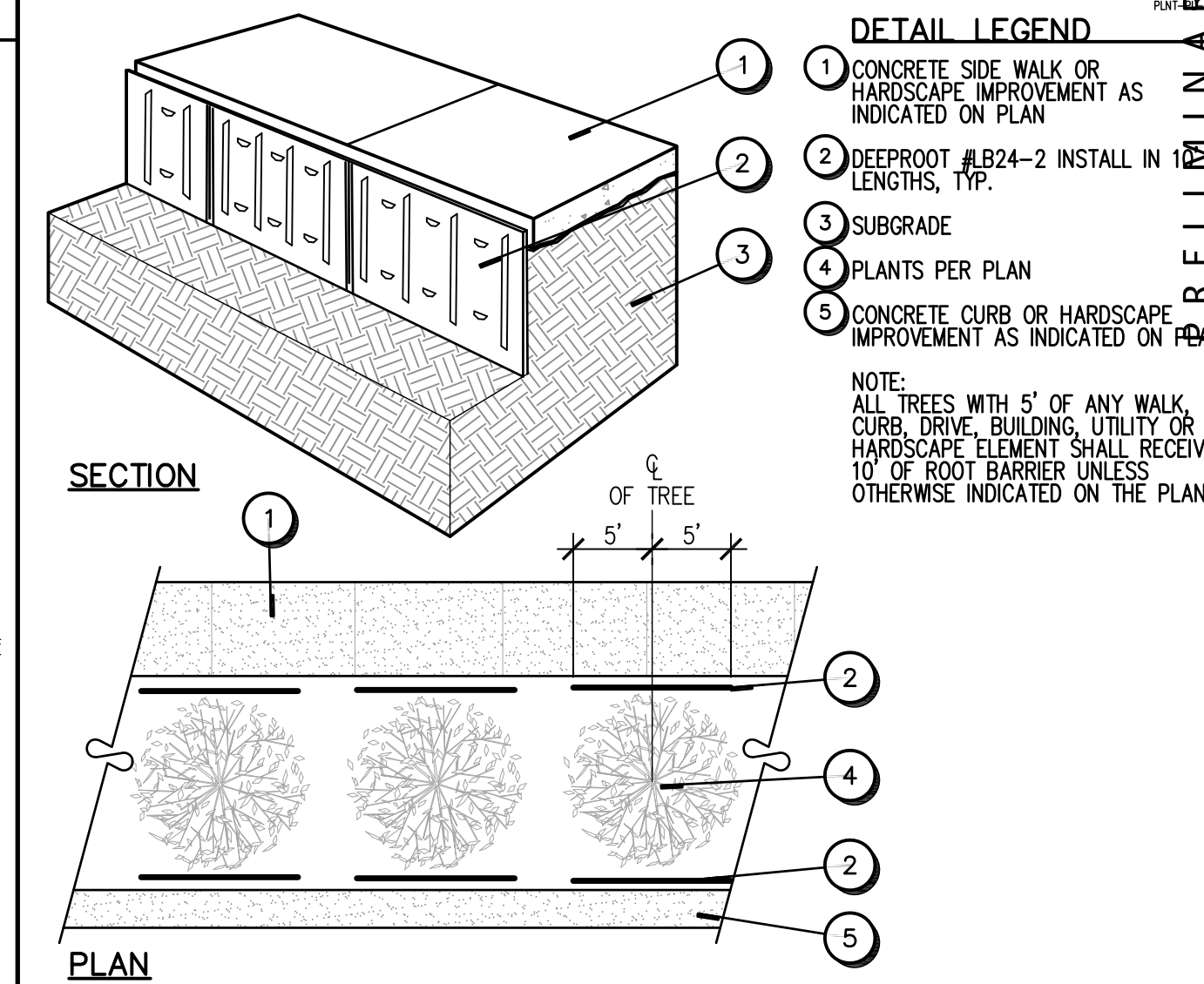
A GROUND COVER PLANTING NOT TO SCALE



C TREE AND SHRUB PLANTING NOT TO SCALE

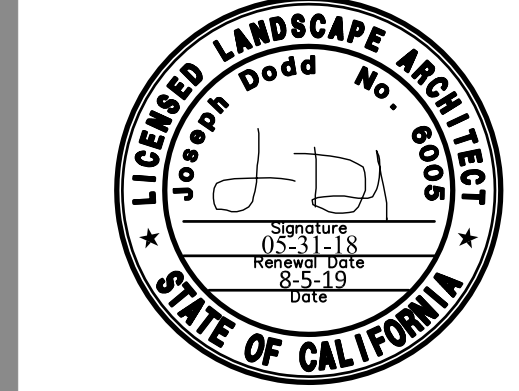


B TREE SINGLE STAKING NOT TO SCALE



D ROOT BARRIER NOT TO SCALE

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DILLARD RESIDENCE
 1530 SANTA SABINA
 SOLANA BEACH, CA
PLANTING NOTES & DETAILS

PREPARED FOR

JILL DILLARD
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PREPARED BY

LINEAR LANDSCAPE ARCHITECTURE

JOE DODD, ASLA
 3571 INGRAHAM ST.
 SAN DIEGO, CA 92109
 P | 888.203.6628

SUBMITTAL:
 01 - AUG. 5 2019
 02 - NOV. 22 2019
 03 - FEB. 12 2020

LP-02



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 8, 2020
ORIGINATING DEPT: Community Development Department
SUBJECT: **Public Hearing: Request for DRP and SDP to Construct an Addition to an Existing Single-Family Residence to Attach an Existing Detached Two-Car Garage and Construct a New Second-Floor Attached Accessory Dwelling Unit (ADU) on Top of the Garage at 218 S. Granados Avenue (Case # 17-19-10 Applicant: Lee Wilson; APN: 298-083-66; Resolution 2020-100)**

BACKGROUND:

The Applicant, Lee Wilson, is requesting City Council approval of a Development Review Permit (DRP) and a Structure Development Permit (SDP) to construct a 156 square foot addition to attach an existing detached garage to an existing single-story, single-family residence and construct a 756 square foot Accessory Dwelling Unit (ADU) on top of the existing garage at 218 S. Granados Avenue. The subject lot is 11,500 square feet and located in the Low Medium Residential (LMR) Zone and the Scaled Residential Overlay Zone (SROZ). The proposed project includes 3.6 cubic yards (yd³) of excavation for footings. The maximum building height would be 20.52 feet above the existing grade or 176.75 feet above Mean Sea Level (MSL).

The project requires a DRP for the construction of a structure that exceeds 60% of the maximum allowable floor area. The project requires a SDP because the proposed development exceeds 16 feet in height above the existing grade. The issue before the Council is whether to approve, approve with conditions, or deny the Applicant's request as contained in Resolution 2020-100 (Attachment 1).

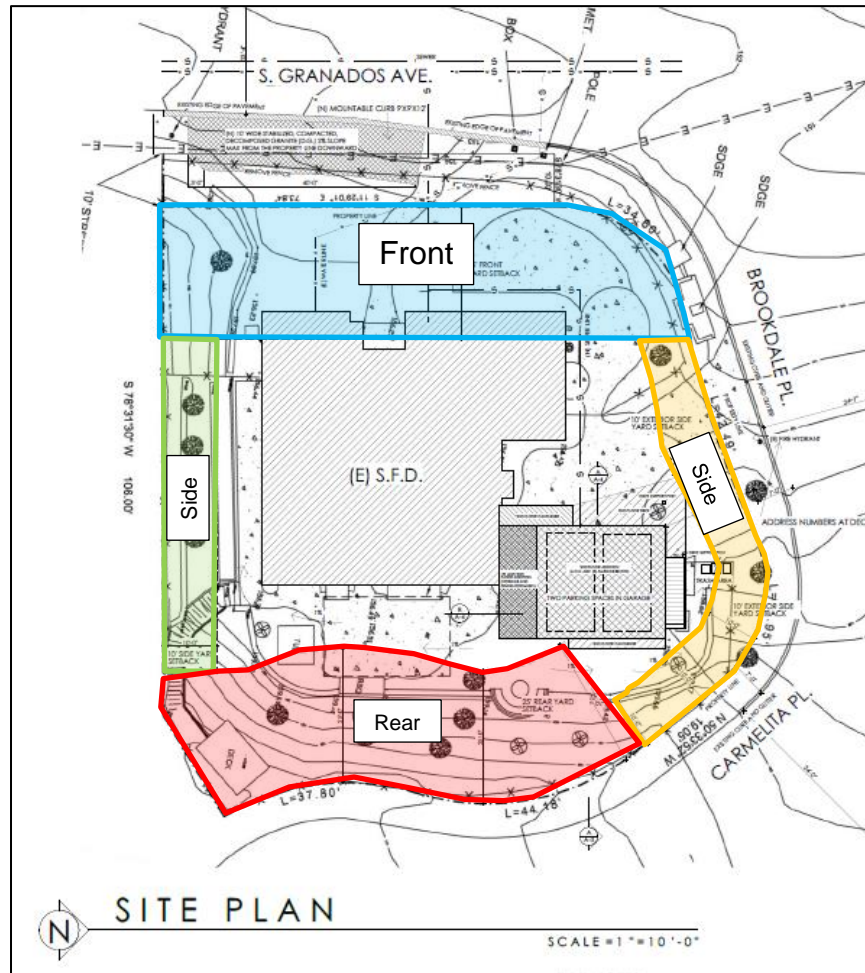
DISCUSSION:

The lot is unique in that it has frontage on three streets, S. Granados Avenue, Brookdale Place and Carmilita Place. The lot is irregularly shaped with approximately 90 feet of frontage on S. Granados Avenue, 106 feet of frontage on Brookdale Place and 90 feet of frontage on Carmilita Place.

CITY COUNCIL ACTION:

In 2007, the previous property owner submitted a building permit application to construct the detached garage. At that time, a determination was made to establish the required setbacks for the lot. According to this determination, the required 25-foot front yard setback would be taken from the frontage along S. Granados Avenue, the 10-foot required exterior side yard setback would be taken from the frontage on Brookdale Place and a portion of Carmelita Place and the 25-foot rear yard setback would be taken from the frontage on Carmelita Place. The 10-foot interior side yard setback would be along the southern property line as shown on the site plan below:

Exhibit 1: Setbacks



The buildable area of the lot is relatively flat with a pad elevation that ranges from 156.25 MSL to 156.75 MSL. The topography of the lot has slopes within the rear yard setback area, the interior side yard setback and within the front yard setback. The finished surface of S. Granados Avenue at the northwest corner of the lot is 152 MSL and the finished surface of Carmelita Place in the rear of the lot is at 170 MSL. The driveway provides vehicular access to the lot from the exterior side yard setback along Brookdale Place.

The Applicant proposes to construct a 156 square foot addition to the existing residence in order to attach the existing detached garage to the living area and provide interior access to the garage. In addition, the Applicant is proposing to construct an ADU on top of the garage that consists of one bedroom, one bathroom, and a kitchen/great room living area. A covered deck is proposed on the west side of the proposed great room living area. An exterior staircase is proposed on the north side of the garage/ADU.

This project is subject to the ADU regulations of Ordinance 480 that were effective when the application was deemed complete in 2019, prior to the most current ADU regulations that became effective in January of 2020. This means that the ADU would be permitted to exceed 16 feet in height, a separate utility connection would be required as a condition of project approval, and the floor area calculation includes the ADU square footage.

Table 1: (below) provides a comparison of the SBMC applicable zoning regulations with the Applicant’s proposed design.

Table 1																
LOT INFORMATION																
Property Address:	218 S. Granados Ave.															
Lot Size (Net):	11,500 ft ²															
Max. Allowable Floor area:	3,963 ft ²															
Proposed Floor area:	3,397 ft ²															
Below Max. Floor area by:	566 ft ²															
Max. Allowable Height:	25 ft.															
Max. Proposed Height:	20.52 ft.															
Highest Point/Ridge:	176.75 MSL															
Zoning Designation:	LMR (4 du/ac)															
Units Allowed:	1 Dwelling Unit, 1 ADU															
Units Proposed:	1 Dwelling Unit, 1 ADU															
Setbacks:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">Required</th> <th style="text-align: center;">Proposed</th> </tr> </thead> <tbody> <tr> <td>Front (W)</td> <td style="text-align: center;">25 ft.</td> <td style="text-align: center;">52 ft.*</td> </tr> <tr> <td>Interior Side (N)</td> <td style="text-align: center;">10 ft.</td> <td style="text-align: center;">10 ft.</td> </tr> <tr> <td>Interior Side (S)</td> <td style="text-align: center;">10 ft.</td> <td style="text-align: center;">18 ft.</td> </tr> <tr> <td>Rear (E)</td> <td style="text-align: center;">25 ft.</td> <td style="text-align: center;">25 ft.</td> </tr> </tbody> </table>		Required	Proposed	Front (W)	25 ft.	52 ft.*	Interior Side (N)	10 ft.	10 ft.	Interior Side (S)	10 ft.	18 ft.	Rear (E)	25 ft.	25 ft.
	Required	Proposed														
Front (W)	25 ft.	52 ft.*														
Interior Side (N)	10 ft.	10 ft.														
Interior Side (S)	10 ft.	18 ft.														
Rear (E)	25 ft.	25 ft.														
*the proposed addition will be approximately 52 from the front property line.																
PROPOSED PROJECT INFORMATION																
Floor area Breakdown:	Required Permits:															
Existing Living Area: 2,405 ft ²	DRP: A DRP is required for a structure that exceeds 60% of the maximum allowable floor area.															
Existing Garage: 480 ft ²																
Proposed Living Area Addition: 156 ft ²	SDP: A SDP is required for a new structure that exceeds 16 feet in height from the existing grade.															
Proposed Second Floor ADU 756 ft ²																
Subtotal 3,797 ft ²																
Off-Street Parking Exemption - 400 ft ²																
Total Floor area:	3,397 ft²															
Proposed Grading: excavation of 3.6 yd ³ for footings																
Proposed Parking: 2-Car Garage	Existing Development: Single-Family Residence with a detached garage.															
Proposed Fences and Walls: No																
Proposed Accessory Dwelling Unit: Yes																
Proposed Accessory Structure: No																

Staff has prepared draft findings for approval of the project in the attached Resolution 2020-100 for Council’s consideration based upon the information in this report. The applicable SBMC sections are provided in italicized text and conditions from the

Community Development, Engineering, and Fire Departments are incorporated in the Resolution of Approval. The Council may direct Staff to modify the Resolution to reflect the findings and conditions it deems appropriate as a result of the Public Hearing process. If the Council determines the project is to be denied, Staff will prepare a Resolution of Denial for adoption at a subsequent Council meeting.

The following is a discussion of the findings for a DRP and SDP as each applies to the proposed project as well as references to recommended conditions of approval contained in Resolution 2020-100.

Development Review Permit Compliance (SBMC Section 17.68.40):

A DRP is required for the construction of a structure that exceeds 60% of the maximum allowable floor area.

In addition to meeting zoning requirements, the project must also be found in compliance with development review criteria. The following is a list of the development review criteria topics:

1. Relationship with Adjacent Land Uses
2. Building and Structure Placement
3. Landscaping
4. Roads, Pedestrian Walkways, Parking, and Storage Areas
5. Grading
6. Lighting
7. Usable Open Space

The Council may approve, or conditionally approve, a DRP only if all of the findings listed below can be made. Resolution 2020-100 provides the full discussion of the findings.

1. The proposed development is consistent with the general plan and all applicable requirements of the zoning ordinance including special regulations, overlay zones, and specific plans.
2. The proposed development complies with the development review criteria.
3. All required permits and approvals issued by the city, including variances, conditional use permits, comprehensive sign plans, and coastal development permits have been obtained prior to or concurrently with the development review permit.
4. If the development project also requires a permit or approval to be issued by a state or federal agency, the city council may conditionally approve the development review permit upon the Applicant obtaining the required permit or approval from the other agency.

If the above findings cannot be made, the Council shall deny the DRP. The following is a discussion of the applicable development review criteria as they relate to the proposed project.

Relationship with Adjacent Land Uses:

The property is located within the LMR Zone. Properties immediately surrounding the lot to the north, south, and east are also located within the LMR Zone, properties to the west across S. Granados Avenue are located in the Low Residential (LR) Zone and the surrounding properties are developed with one and two-story, single-family residences.

The project, as designed, is consistent with the permitted uses for the LMR Zone as described in SBMC Sections 17.20.010 and 17.12.020. The property is designated Low Medium Density Residential in the General Plan and intended for single-family residences developed at a maximum density of four dwelling units per acre. The proposed development could be found to be consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

The property is not located within any of the City's Specific Plan areas; however, it is located within the boundaries of the SROZ and within the Coastal Zone. The project has been evaluated and could be found to be in conformance with the regulations of the SROZ which are discussed further later in this report. As a condition of project approval, the Applicant would be required to obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of Building and Grading Permits.

Building and Structure Placement:

The Applicant is proposing to construct a 156 square foot addition on the main level to connect the existing detached garage to the existing residence and then construct a new ADU on top of the existing garage. The 756 square foot ADU would consist of a great room and kitchen, a bedroom and a bathroom. A patio is proposed off of the west side of the great room and kitchen area and there is an exterior staircase on the north side of the existing garage. The existing single-family residence encroaches approximately five feet into the required front yard setback, however, the structure was built prior to the City's incorporation in 1968 and the Applicant is not proposing to modify that portion of the residence. Therefore, the existing nonconformity could be allowed to remain. The proposed construction meets all of the required setbacks. The proposed patio area on the west side of the ADU encroaches into the required exterior side yard setback a maximum of two feet and is supported within the buildable area which is permitted according to the SBMC.

A single-family residence is required to provide two off-street parking spaces that are 9 feet by 19 feet in area and clear of obstruction. Additional off-street parking is not required

for the ADU because the property is located within ½ mile of a transit stop. The SBMC indicates that up to 200 square feet per required parking space that is provided within a garage can be exempt from the calculation of floor area. The existing garage will continue to provide two required parking spaces, therefore, 400 square feet can be exempt from the calculation of floor area.

The maximum allowable floor area for the 11,500 square-foot lot, pursuant to the SROZ regulations, is as follows:

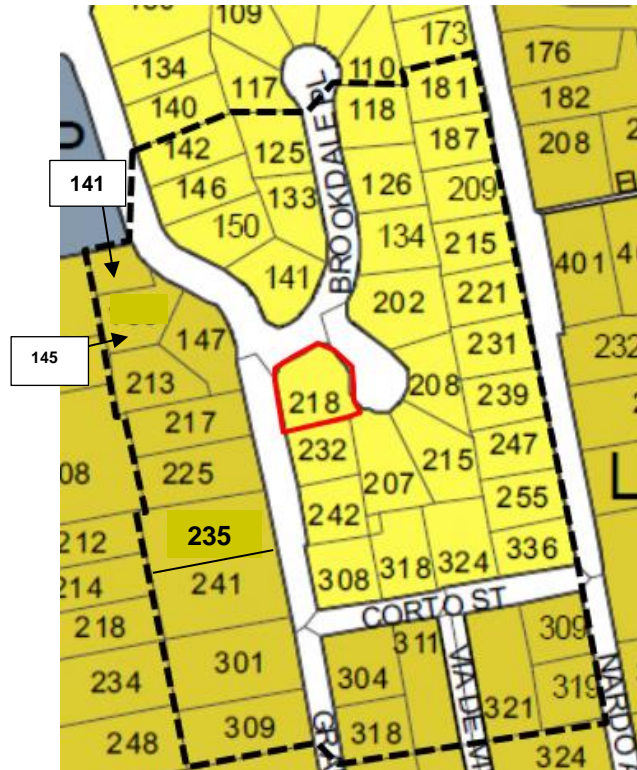
0.50 for first 6,000 ft ²	3,000 ft ²
0.175 for 6,001 to 15,000 ft ²	963 ft ²
<hr/>	
Total Allowable Floor area:	3,963 ft ²

The total floor area of the existing residence, existing garage and proposed addition and proposed ADU is 3,797 square feet after an exemption of 400 square feet for the required parking the total floor area onsite is 566 square feet below the maximum allowable.

The proposed project, as designed, meets the minimum required setbacks and is below the maximum allowable floor area for the property.

Neighborhood Comparison:

Staff compared the proposed project to 44 other properties within the surrounding area. This area includes properties along South Granados Avenue, Brookdale Place, Carmelita Place, South Nardo Avenue, and Corto Street, as shown on the following map:



The properties evaluated in this comparison are located in the LMR Zone. The existing homes range in size from 1,553 square feet to 4,372 square feet, according to the County Assessor records. It should be noted that the County Assessor does not include the garage, covered porch area, unfinished basement, or accessory building area in the total square footage. Accordingly, the building area of the proposed project has been calculated for comparison purposes by deleting the area of the proposed garages, the covered porch, and ceiling height over 15 feet as follows:

Project Gross Building Area:	3,797 ft ²
Delete Garage Area:	-480 ft ²
Project Area for Comparison to Assessor's Data:	3,317 ft ²

Table 2 is based upon the County Assessor's data and SanGIS data. It contains neighboring lot sizes, the square footage of existing development and the maximum allowable square footage for potential development on each lot.

Table 2						
#	Property Address	Lot Size in ft ² (SanGis)	Existing ft ² (Assessor)	Proposed / Recently Approved ft ²	Max. Allowable ft ²	Zone
1	141 S. Granados Ave.	5,625	3,500		2,813	LR
2	217 S. Granados Ave.	14,168	3,056		4,429	LR
3	225 S. Granados Ave.	15,968	2,442		4,672	LR
4	147 S. Granados Ave.	13,006	3,038		4,226	LR
5	213 S. Granados Ave.	11,515	3,861		3,965	LR
6	145 S. Granados Ave.	11,031	3,527		3,880	LR
7	235 S. Granados Ave.	19,669	4,008		5,042	LR
8	241 S. Granados Ave.	21,304	3,229		5,140	LR
9	301 S. Granados Ave.	23,249	4,372		5,237	LR
10	309 S. Granados Ave.	17,719	1,976		4,847	LR
11	311 Corto Street	18,315	2,192		4,907	LR
12	304 S. Granados Ave.	12,360	3,502		4,113	LR
13	318 S. Granados Ave.	9,796	2,553		3,664	LR
14	321 Corto Street	21,451	3,592		5,148	LR
15	309 S. Nardo Ave.	9,606	3,695		3,631	LR
16	319 S. Nardo Ave.	9,841	3,249		3,673	LR
17	239 S. Nardo Ave.	9,629	3,881		3,635	LMR
18	247 S. Nardo Ave.	9,318	2,702		3,581	LMR
19	336 Corto Street	9,178	2,677		3,556	LMR
20	225 S. Nardo Ave.	9,760	2,824		3,606	LMR
21	324 Corto Street	12,576	2,726		4,151	LMR
22	181 S. Nardo Ave.	10,179	2,434		3,731	LMR
23	187 S. Nardo Ave.	9,111	1,574		3,544	LMR
24	209 S. Nardo Ave.	10,084	1,796		3,715	LMR
25	215 S. Nardo Ave.	9,301	3,272		3,578	LMR
26	221 S. Nardo Ave.	9,811	1,660		3,667	LMR
27	318 Corto Street	10,978	1,768		3,871	LMR
28	231 S. Nardo Ave.	9,978	1,428		3,696	LMR
29	308 Corto Street	10,451	2,704		3,779	LMR
30	242 S. Granados Ave.	9,049	2,557		3,534	LMR
31	150 S. Granados Ave.	11,400	1,553		3,945	LMR

32	232 S. Granados Ave.	8,529	2,111		3,443	LMR
33	218 S. Granados Ave.	11,500	2,405	3,317	3,963	LMR
34	207 Carmelita Place	12,920	3,381		4,211	LMR
35	215 Carmelita Place	12,986	2,231		4,223	LMR
36	208 Carmelita Place	10,760	2,405		3,833	LMR
37	202 Carmelita Place	15,580	2,311		4,633	LMR
38	134 Brookdale Place	10,984	3,398		3,872	LMR
39	126 Brookdale Place	11,330	2,337		3,933	LMR
40	118 Brookdale Place	10,685	3,161		3,820	LMR
41	125 Brookdale Place	9,842	2,005		3,672	LMR
42	133 Brookdale Place	9,970	1,553		3,695	LMR
43	141 Brookdale Place	12,340	3,160		4,110	LMR
44	142 S. Granados Ave.	10,045	4,209		3,708	LMR
45	146 S. Granados Ave.	10,281	4,263		3,749	LMR

Fences, Walls and Retaining Walls:

Within the front yard setback area, the SBMC Section 17.20.040(O) allows fences and walls, or any combination thereof, to be no higher than 42 inches in height as measured from existing grade, except for an additional two feet of fence that is at least 80% open to light. Fences, walls and retaining walls located within the rear and interior side yards are allowed to be up to six feet in height with an additional 24 inches that is 50% open to light and air. However, the SBMC also permits fences or walls to be 5 feet high in the front-yard setback to comply with pool fencing requirements.

There is an existing fence surrounding the property that is proposed to remain. No other fences or walls are proposed. If the Applicant decides to modify the existing fence or construct additional fences and walls on the project site, a condition of project approval indicates that they would be required to be in compliance with the Municipal Code.

Landscape:

The project is not subject to the current water efficient landscaping regulations of SBMC Chapter 17.56. A Landscape Documentation Package is required for new development projects with an aggregate landscape equal to or greater than 500 square feet requiring a building permit, plan check or development review. The only modifications the Applicant is proposing would be to remove four existing Queen Palm trees in order to provide better views across the property for the neighbors to the east. This was incorporated as part of the agreement between the neighbors and the View Assessment Claimants.

Parking:

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. The property is accessed by a driveway off of Brookdale Place. The existing garage provides two 9' X 19' clear parking spaces that will be maintained with the proposed project. The proposed ADU would not require an additional parking space as the property is located within 0.2 miles of a transit stop. SBMC Section 17.08.030 indicates that required parking up to 200 square feet per

parking space provided in a garage is exempt from the floor area calculation. The proposed garage will provide two parking spaces, therefore, 400 square feet of garage area is exempt from the project's floor area calculation.

Grading:

The proposed project includes the following grading quantities: 3.6 yd³ for the footings to support the square footage additions.

Lighting:

A condition of project approval includes that all new exterior lighting fixtures comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060). All light fixtures shall be shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.

Usable Open Space:

The project consists of the construction of a square footage addition including a new second floor ADU, therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040. As a condition of approval, the Applicant will be required to pay the City's Park Development Impact Fee.

Structure Development Permit Compliance:

The proposed structure exceeds 16 feet in height above the pre-existing grade; therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicant was required to complete the SDP process. The Applicant had story poles erected onsite. A final Story Pole Height Certification was issued by a licensed land surveyor on September 19, 2019, which showed a maximum building height of 23 feet above the proposed grade and the highest story pole (SP #11) certified at 179.75 feet above the Mean Sea Level (MSL).

Notices to apply for View Assessment were mailed to property owners and occupants within 300 feet of the project site, which established a deadline to file for View Assessment on November 23, 2019. Three applications for View Assessment were received by the City. The project was scheduled for the February 2020 View Assessment Commission (VAC) meeting, however, the claimants as a group (Claimants), requested a continuance to the following meeting due to a claimant not being able to attend the meeting. The project was then scheduled for the March and April 2020 meetings, however, the meetings were cancelled due to the Covid-19 pandemic stay at home order. The Applicant and Claimants were able to come to an agreement without going before the VAC by changing the design to incorporate a flat roof that is three feet lower than the original design and also by the removal of four Queen Palm trees within the rear yard area. Staff received a request to withdraw the applications for View Assessment on June 1, 2020. As part of the revised design, the Applicant also proposed to extend the eave over the second floor patio in the northwest corner of the proposed addition. This eave

extended outside of the three-dimensional building envelope of the original story poles. Staff notified the Applicant and they submitted a request for a waiver from the SDP process for the additional eave area. Please see the attached waiver request. (Attachment 3)

The proposed changes are delineated in the plans in Attachment 2, which show a maximum building height of 20.52 feet. The Applicant obtained written consent from the six (6) adjacent property owners (also included in Attachment 3) to waive the requirement for installation and certification of updated story poles reflecting the change in the roofline on the west side of the structure as well as a waiver of the requirement to re-notice the SDP. Pursuant to SBMC Section 17.63.040(A), the Community Development Director has recommended approval of the requested waiver, as with the neighboring property owners' consent, there is no likelihood for view impairment with the proposed changes. Therefore, if the Council is able to make the required findings to approve the DRP, the SDP would be approved administratively.

As a condition of approval, a height certificate prepared by a licensed land surveyor will be required prior to the framing inspection certifying that the maximum height of 20.52 feet above the proposed grade with the highest pole at 176.75 feet above MSL, which is the maximum proposed structure height reflected on the project plans.

Public Hearing Notice:

Notice of the City Council Public Hearing for the project was published in the Union Tribune more than 10 days prior to the public hearing. The same public notice was mailed to property owners and occupants within 300 feet of the proposed project site on June 26, 2020. As of the date of preparation of this Staff Report, Staff has not received any official correspondence in opposition or support of the project.

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

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

CEQA COMPLIANCE STATEMENT:

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the State CEQA Guidelines. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing or minor alterations to existing public or private structures involving negligible or no expansion of the existing or former use including additions to existing structures provided that the addition will not result in an increase of more than 50% of the floor area of the structures before the addition or 2,500 square feet whichever is less. The proposed addition would be less than 50% of the existing floor area.

FISCAL IMPACT: N/A

WORK PLAN: N/A

OPTIONS:

- Approve Staff recommendation adopting the attached Resolution 2020-100.
- Approve Staff recommendation subject to additional specific conditions necessary for the City Council to make all required findings for the approval of a SDP and DRP.
- Deny the project if all required findings for the DRP cannot be made.


DEPARTMENT RECOMMENDATION:

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

1. Conduct the continued Public Hearing: Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.
2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15301 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt Resolution 2020-100 conditionally approving a DRP and SDP to construct a main floor square footage addition to attach the existing detached garage to the existing residence and construct an Accessory Dwelling Unit on top of the existing garage and perform associated site improvements at 218 S. Granados Avenue, Solana Beach.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2020-100
2. Project Plans
3. SDP Waiver Request

RESOLUTION 2020-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A DEVELOPMENT REVIEW PERMIT AND AN ADMINISTRATIVE STRUCTURE DEVELOPMENT PERMIT TO CONSTRUCT A SQUARE FOOTAGE ADDITION TO ATTACH AN EXISTING DETACHED GARAGE TO AN EXISTING SINGLE-STORY SINGLE FAMILY RESIDENCE AND CONSTRUCT A NEW SECOND-FLOOR ACCESSORY DWELLING UNIT (ADU), ON TOP OF THE GARAGE AT 218 SOUTH GRANADOS AVENUE, SOLANA BEACH.

APPLICANT: Lee Wilson
CASE NO.: 17-19-10 DRP/SDP

WHEREAS, Lee Wilson (hereinafter referred to as the “Applicant”), has submitted an application for a Development Review Permit (DRP) and Structure Development Permit (SDP) pursuant to Title 17 (Zoning) of the Solana Beach Municipal Code (SBMC); and

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

WHEREAS, at the Public Hearing on July 8, 2020, the City Council received and considered evidence concerning the proposed application; and

WHEREAS, the City Council of the City of Solana Beach found the application request exempt from the California Environmental Quality Act pursuant to Section 15301 of the State CEQA Guidelines; and

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

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

- I. That the foregoing recitations are true and correct.
- II. That the request for a DRP and an administrative SDP to construct a 156 square foot addition to attach an existing detached garage to the existing single-story residence to provide interior access to the living area and construct a new 756 square foot second-story ADU on top of the garage at 218 South Granados Avenue, is conditionally approved based upon the following Findings and subject to the following Conditions:

III. FINDINGS

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

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

General Plan Consistency: The project, as conditioned, is consistent with the City's General Plan designation of Low Medium Residential (LMR) which allows for single-family residential development with a maximum density of 4 dwelling units per acre. The development is also consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

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

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

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

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

The property is located within the LMR Zone. Properties immediately surrounding the lot to the north, south, and east are also located within the LMR Zone properties to the west across S. Granados Avenue are located in the Low Residential (LR)

Zone and the surrounding properties are developed with one and two-story, single-family residences.

The project, as designed, is consistent with the permitted uses for the LMR Zone as described in SBMC Sections 17.20.010 and 17.12.020. The property is designated Low Medium Density Residential in the General Plan and intended for single-family residences developed at a maximum density of four dwelling units per acre. The proposed development could be found to be consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

The property is not located within any of the City's Specific Plan areas; however, it is located within the boundaries of the SROZ and within the Coastal Zone. The project has been evaluated and could be found to be in conformance with the regulations of the SROZ which are discussed further later in this report. As a condition of project approval, the Applicant would be required to obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of Building and Grading Permits.

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

The Applicant is proposing to construct a 156 square foot addition on the main level to connect the existing detached garage to the existing residence and then construct a new ADU on top of the existing garage. The 756 square foot ADU would consist of a great room and kitchen, a bedroom and a bathroom. A patio is proposed off of the west side of the great room and kitchen area and there is an exterior staircase on the north side of the existing garage. The proposed construction meets all of the required setbacks and has a patio area on the west side of the ADU that encroaches into the required exterior side yard setback a maximum of two feet that is supported within the buildable area which is permitted according to the SBMC.

A single-family residence is required to provide two off-street parking spaces that are 9 feet by 19 feet in area and clear of obstruction. Additional off-street parking is not required for the ADU because the property is located within ½ mile of a transit stop. The SBMC indicates that up to 200 square feet per

required parking space that is provided within a garage can be exempt from the calculation of floor area. The existing garage will continue to provide two required parking spaces, therefore, 400 square feet can be exempt from the calculation of floor area.

The maximum allowable floor area for the 11,500 square-foot lot, pursuant to the SROZ regulations, is as follows:

0.50 for first 6,000 ft ²	3,000 ft ²
0.175 for 6,001 to 15,000 ft ²	963 ft ²
<hr/> Total Allowable Floor area:	<hr/> 3,963 ft ²

The total floor area of the existing residence, existing garage and proposed addition and proposed ADU is 3,797 square feet after an exemption of 400 square feet for the required parking the total floor area onsite is 566 square feet below the maximum allowable.

The proposed project, as designed, meets the minimum required setbacks and is below the maximum allowable floor area for the property.

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

The project is not subject to the current water efficient landscaping regulations of SBMC Chapter 17.56. A Landscape Documentation Package is required for new development projects with an aggregate landscape equal to or greater than 500 square feet requiring a building permit, plan check or development review. The only modifications the Applicant is proposing would be to remove four existing Queen Palm trees in order to provide better views across the property for the neighbors to the east. This was incorporated as part of the agreement between the neighbors and the View Assessment claimants.

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

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. The property is accessed by a driveway off of Brookdale Place. The existing garage provides two 9' X 19' clear parking spaces that will be maintained with the proposed project. The proposed ADU would not require an additional parking space as the property is located within 0.2 miles of a transit stop. SBMC Section 17.08.030 indicates that required parking up to 200 square feet per parking space provided in a garage is exempt from the floor area calculation. The proposed garage will provide two parking spaces, therefore, 400 square feet of garage area is exempt from the project's floor area calculation.

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

The proposed project includes the following grading quantities: 3.6 yd³ for the footings to support the square footage additions.

- f. *Lighting: Light fixtures for walkways, parking areas, driveways, and other facilities shall be provided in sufficient number and at proper locations to assure safe and convenient nighttime use. All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding areas per SBMC 17.60.060 (Exterior Lighting Regulations).*

Conditions of project approval include that all new exterior lighting fixtures comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060); that all light fixtures shall be shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.

- g. *Usable Open Space: Recreational facilities proposed within required usable open space shall be located and designed to maintain essential open space values.*

The project consists of the construction of a square footage addition and a new second-story ADU on a developed residential

lot, therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040. As a condition of approval, the Applicant will be required to pay the City's Park Development Impact Fee.

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

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

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

The Applicant is required to obtain approval from the California Coastal Commission prior to issuance of Building or Grading Permits.

- B. In accordance with Section 17.63.040 (Structure Development Permit) of the Solana Beach Municipal Code, the City Council finds the following:

The proposed structure exceeds 16 feet in height above the pre-existing grade; therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicant was required to complete the SDP process. The Applicant had story poles erected onsite. A final Story Pole Height Certification was issued by a licensed land surveyor on September 19, 2019, which showed a maximum building height of 23 feet above the proposed grade and the highest story pole (SP #11) certified at 179.75 feet above the Mean Sea Level (MSL).

Notices to apply for View Assessment were mailed to property owners and occupants within 300 feet of the project site, which established a deadline to file for View Assessment on November 23, 2019. Three applications for View Assessment were received by the City. The project was scheduled for the February 2020 View Assessment Commission (VAC) meeting, however, the claimants as a group (Claimants), requested a continuance to the following meeting due to a claimant not being able to attend the meeting. The project was then scheduled for the March and April 2020 meetings, however, the meetings were cancelled due to the Covid-19 pandemic stay at home order. The Applicant and Claimants were able to come to an agreement without going before the VAC by changing the design to incorporate a flat roof that is three feet lower than the original design and also remove four Queen Palm trees within the rear yard area. Staff received a request to withdraw the applications for View Assessment on June 1, 2020. As part of the revised

design, the Applicant also proposed to extend the eave over the second floor patio in the northwest corner of the proposed addition. This eave extended outside of the three-dimensional building envelope of the original story poles. Staff notified the Applicant and they submitted a request for a waiver from the SDP process for the additional eave area.

The proposed changes are delineated in the plans in Attachment 2, which show a maximum building height of 20.52 feet. The Applicant obtained written consent from the six (6) adjacent property owners to waive the requirement for installation and certification of updated story poles reflecting the change in the roofline on the west side of the structure as well as a waiver of the requirement to re-notice the SDP. Pursuant to SBMC Section 17.63.040(A), the Community Development Director has recommended approval of the requested waiver, as with the neighboring property owners' consent, there is no likelihood for view impairment with the proposed changes. Therefore, if the Council is able to make the required findings to approve the DRP, the SDP would be approved administratively.

IV. CONDITIONS

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

A. Community Development Department Conditions:

- I. The Applicant shall pay required Public Facilities, Fire Mitigation, Park Development and Public Use Facilities Impact Fees, as established by SBMC Chapter 17.72.020, Chapter 15.60, Chapter 15.65, Chapter 15.66, and Resolutions 1987-36 and 2018-147.
- II. Building Permit plans must be in substantial conformance with the architectural plans presented to the City Council on July 8, 2020, and located in the project file with a submittal date of June 29, 2020.
- III. Prior to requesting a framing inspection, the Applicant shall submit a height certification, signed by a licensed land surveyor, certifying that the building envelope (which is represented by the story poles) is in conformance with the plans as approved by the City Council on July 8, 2020 and the certified story pole plot plan, and will not exceed 20.52 feet in height from the existing finished grade or 176.75 feet above MSL.
- IV. Any proposed onsite fences, walls and retaining walls and any proposed railing located on top, or any combination thereof, shall comply with applicable regulations of SBMC Section 17.20.040 and 17.60.070 (Fences and Walls).

- V. The Applicant shall obtain required California Coastal Commission (CCC) approval of a Coastal Development Permit, Waiver or Exemption as determined necessary by the CCC, prior to the issuance of a grading or building permit.
- VI. Native or drought tolerant and non-invasive plant materials and water conserving irrigation systems shall be incorporated into any proposed landscaping and compatible with the surrounding area to the extent feasible.
- VII. All new exterior lighting fixtures shall be in conformance with the City-wide lighting regulations of the Zoning Ordinance (SBMC 17.60.060). All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.
- VIII. Construction vehicles shall be parked on the subject property at all times when feasible. If construction activity prohibits parking on the subject property, the Applicant shall ensure construction vehicles are parked in such a way to allow sufficient vehicular access on the street and minimize impact to the surrounding neighbors.
- IX. The Applicant shall connect to temporary electrical service as soon as feasible to the satisfaction of the City.
- X. The ADU is subject to the following conditions because it was submitted and deemed complete when Ordinance 470 was effective, which regulated ADU's at the time.
 - a. The ADU shall not be sold separate from the primary residence.
 - b. The owner of the property must continually occupy either the main dwelling unit or the ADU. For the purposes of this condition, "owner" includes a lessee if the leasehold includes both the main dwelling and ADU.
 - c. The ADU shall only be used for rentals of terms longer than thirty (30) days.
 - d. The ADU shall provide a new or separate utility connection directly between the ADU and the utility to the satisfaction of the Community Development Director. The connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed ADU, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system; provided, however, that this fee or charge shall not exceed the reasonable cost of providing this service.

B. Fire Department Conditions:

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

C. Engineering Department Conditions:

- I. The Applicant is required to obtain an Encroachment Permit in accordance with SBMC Section 11.20 prior to any work being done in the public right-of-way. These include, but are not limited to:
 - a. Construction of 9" X 9" X 12" low profile mountable concrete curb along S. Granados Ave with transitions to the existing improvements on both sides.
 - b. Construction of a 10' wide, Stabilized, Compacted Decomposed Granite graded at 2% towards the curb for walking and parking purposes.

- II. The Applicant shall record the Encroachment Maintenance Removal Agreement (EMRA) with the County of San Diego prior to Final Inspection of the Building Permit. Please provide a scaled drawing that clearly shows the “encroachments” in the right-of-way. The latest Title Report of the property is also required. The EMRA shall be recorded against this property for all improvements in the Public Right-Of-Way including but not limited to:
 - a. 9” X 9” X 12” low profile mountable concrete curb along S. Granados Ave.
 - b. Stabilized, Compacted Decomposed Granite graded at 2% towards the curb.
 - c. Mailboxes.
 - d. Landscaping.
- III. All construction demolition materials shall be recycled according to the City’s Construction and Demolition recycling program and an approved Waste Management Plan shall be submitted.
- IV. Construction fencing shall be located on the subject property unless the Applicant has obtained an Encroachment Permit in accordance with chapter 11.20 of the SBMC which allows otherwise.
- V. The Applicant shall underground all new utility services, including but not limited to electrical and telephone.

V. ENFORCEMENT

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

VI. EXPIRATION

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

VII. INDEMNIFICATION AGREEMENT

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

NOTICE TO APPLICANT: Pursuant to Government Code Section 66020, you are hereby notified that the 90-day period to protest the imposition of the fees, dedications, reservations or other exactions described in this resolution commences on the effective date of this resolution. To protest the imposition of any fee, dedications, reservations or other exactions described in this resolution you must comply with the provisions of Government Code Section 66020. Generally the resolution is effective upon expiration of the tenth day following the date of adoption of this resolution, unless the resolution is appealed or called for review as provided in the Solana Beach Zoning Ordinance.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, held on the 8th day of July, 2020, by the following vote:

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

JEWEL EDSON, MAYOR

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

PROJECT DATA:

SCOPE OF WORK:
 ADD SECOND FLOOR ACCESSORY DWELLING UNIT OVER (E) GARAGE
 CONNECT HOUSE TO GARAGE
 ADDITION - EXTEND DINING AREA ADD STORAGE ROOM
 EXTEND CHIMNEY

OWNER:
 LEE WILSON
 218 S. GRANADOS AVE.
 SOLANA BEACH CA. 92075
 858-692-8363

APN:
 298-083-66-00

LEGAL DESCRIPTION:
 MAP 1749 SOLANA BEACH POR 2 LOT 66

OCCUPANCY:
 R3

ZONE:
 LMRc

TYPE OF CONSTRUCTION:
 VB NON-SPRINKLERED

YEAR BUILT:
 1968

AREA CALCS:

BUILDING:

EXISTING:
 LIVING AREA 2405sf
 GARAGE 480sf

PROPOSED:

FIRST FLOOR ADDITION 156sf
756sf A.D.U. (2ND FLOOR)
 2ND FLOOR DECK 166sf
 EXTERIOR STAIRCASE 52sf

PROPOSED TOTAL:

LOWER FLOOR LIVING AREA 2561sf
 GARAGE 480sf
 UPPER FLOOR ADU / LIVING 756sf
 TOTAL AREA 3797sf

LOT:

LOT: 11,500sf

FAR:

$3,797 - 400 = 3,397\text{sf} < 3,963\text{sf}$ (ALLOWABLE)

Lot area X 0.500 (for the first 6,000 sq. ft.)	+	3,000sf
Lot area X 0.175 (for portion of lot 6,001 up to 15,000 sq. ft.)	+	963sf
Lot area X 0.100 (for portion of lot 15,001 up to 20,000 sq. ft.)	+	
Lot area X 0.050 (for portion of lot greater than 20,000 sq. ft.)	+	
Add up the sum of each tier to determine the maximum FAR	TOTAL	3963sf

$3973\text{sf} (.60) = 2378\text{sf}$

NO LANDSCAPING IS PROPOSED
PARKING - TRANSIT STOP WITHIN 1/2 MILE
 2 - (E) PARKING SPACE IN GARAGE TO REMAIN

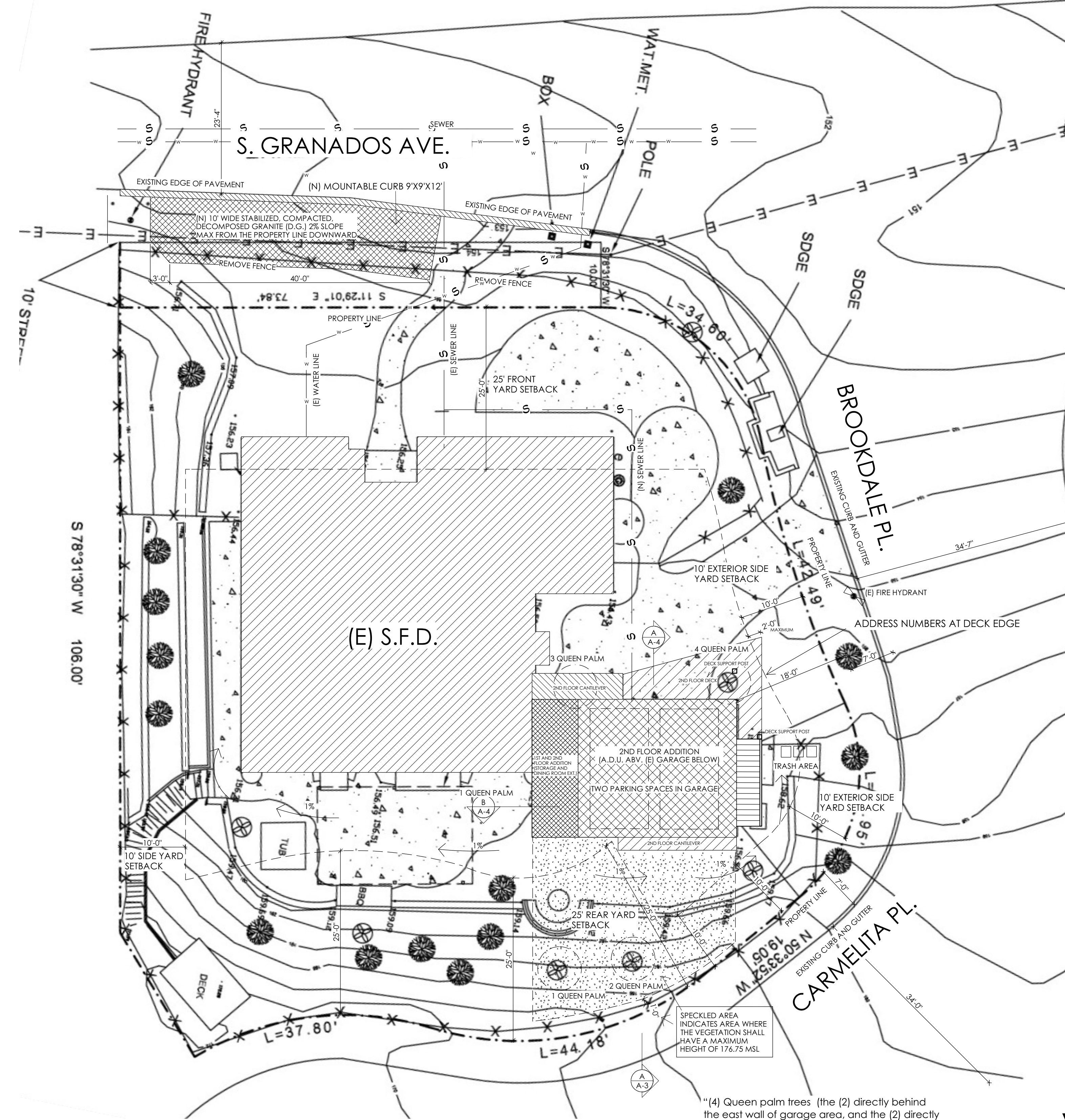
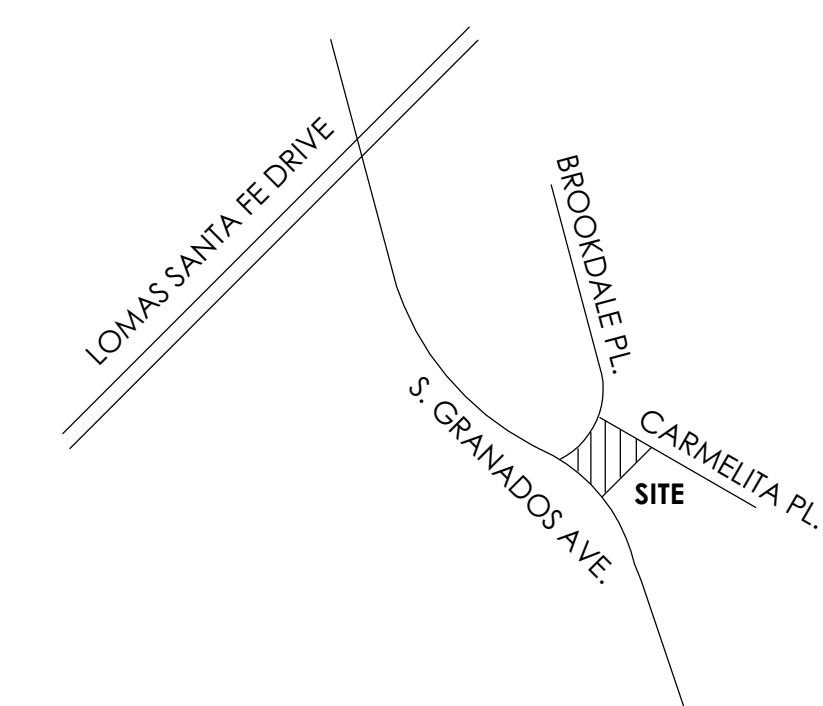
SHEET INDEX:

- A-1 SITE PLAN / PROJECT DATA
- A-2 FLOOR PLANS
- A-3 ELEVATIONS
- A-4 ELEVATIONS
- A-5 SECTIONS / ROOF PLAN / STORY POLE PLAN

EARTH QUANTITIES:

SITE GRADING: 0 CYD
 EXCAVATION FOR FOOTINGS: 3.6 CYD
 REMOVAL AND RECOMPACTION: 0 CYD
 TOTAL GRADING: 3.6 CYD

VICINITY MAP:



SITE PLAN

SCALE = 1" = 10' - 0"

FIRE NOTES:

- ADDRESS NUMBERS:** STREET NUMBERS: Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: 4" high with a 1/2" inch stroke width for residential buildings, 8" high with a 1/2" stroke for commercial and multi-family residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear access doors, building corners, and entrances to commercial centers.
- CLASS "A" ROOF:** All structures shall be provided with a Class "A" Roof covering to the satisfaction of the Solana Beach Fire Department.

ATTACHMENT 2

REVISIONS

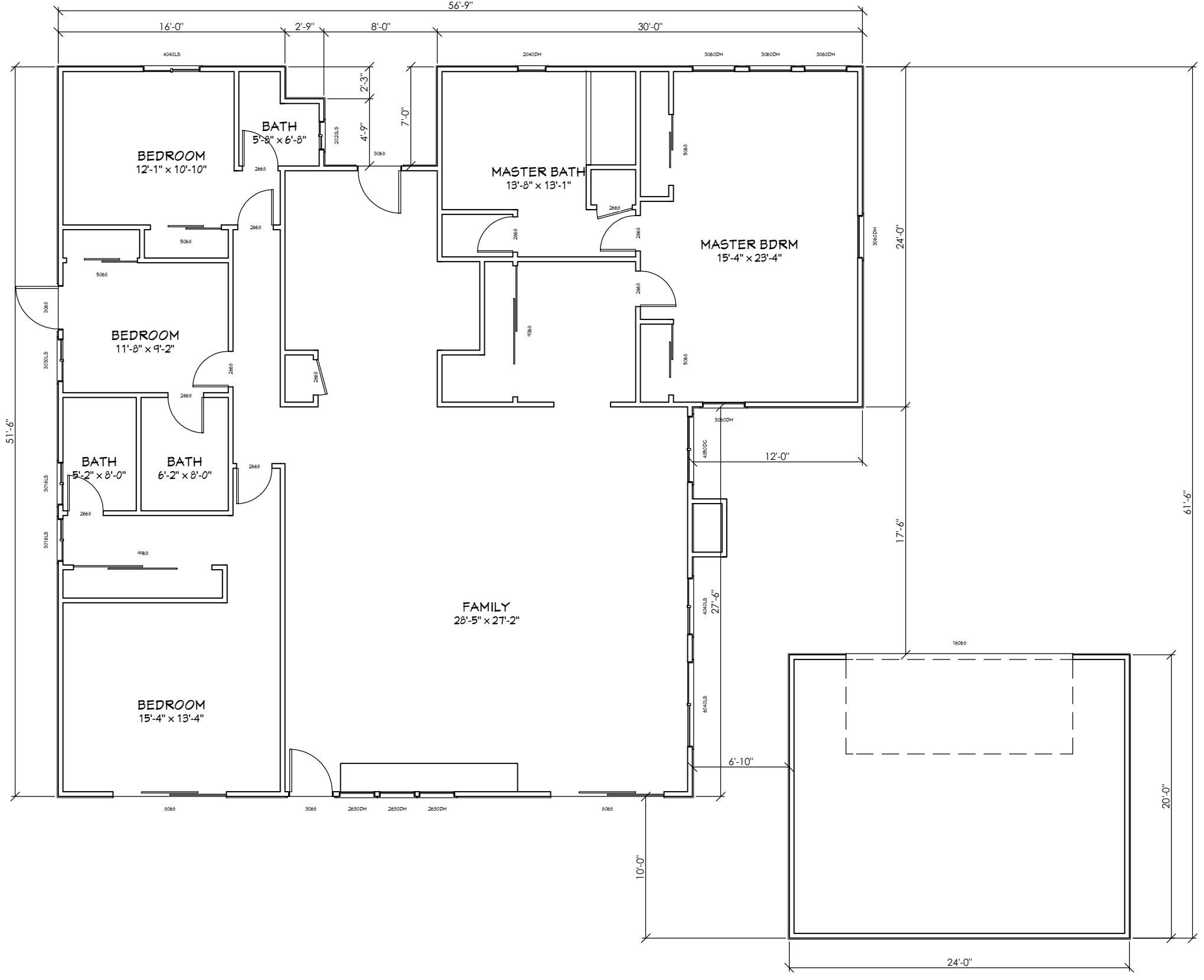
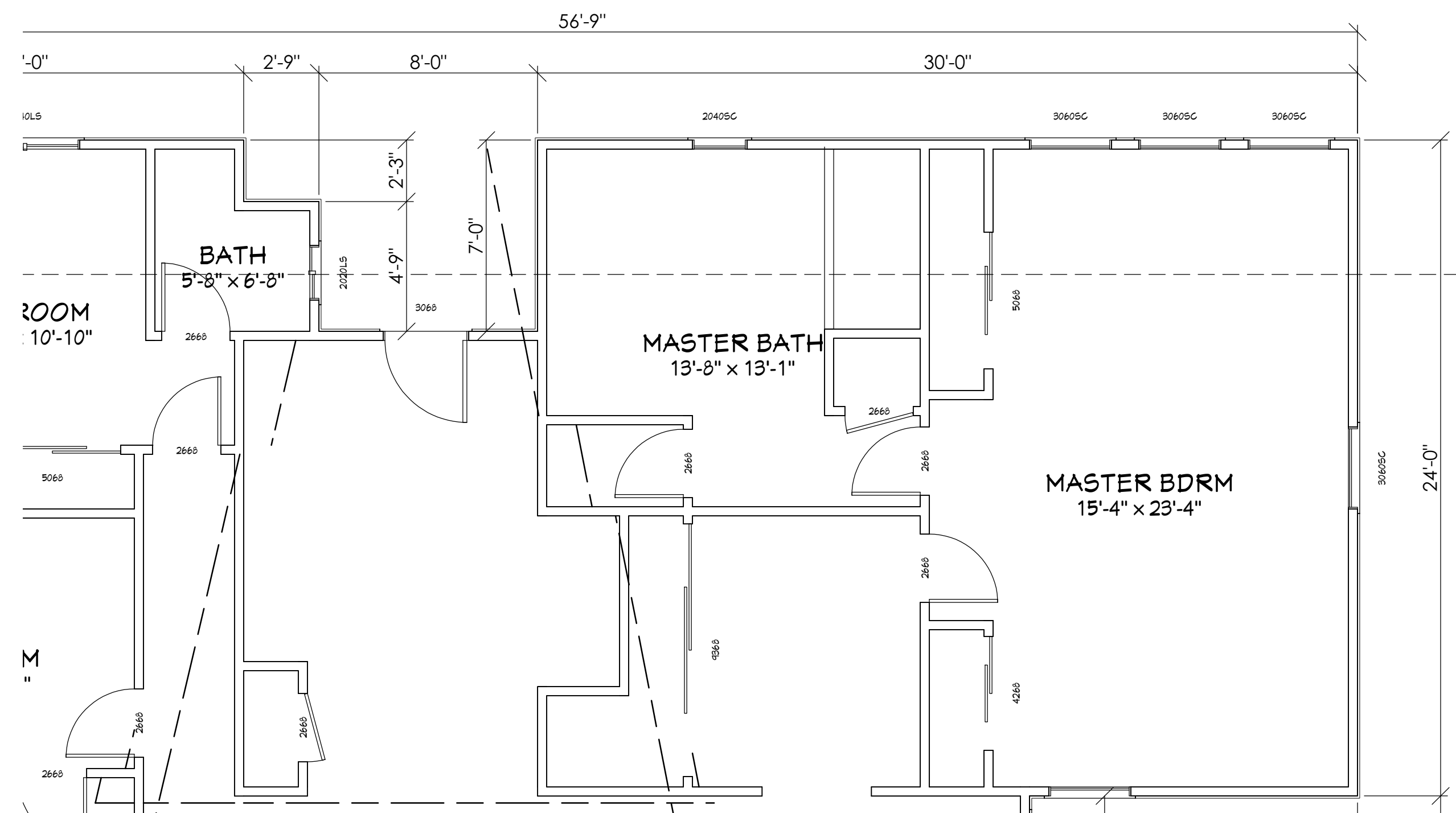
ALEX FAULKNER DESIGNS
 2120 JIMMY DURANTE BLVD., SUITE 114
 858.481.1819 - alexfdesigns@gmail.com

WILSON A.D.U. & ADDITION
 218 S. GRANADOS AVE. SOLANA BEACH, CA 92075

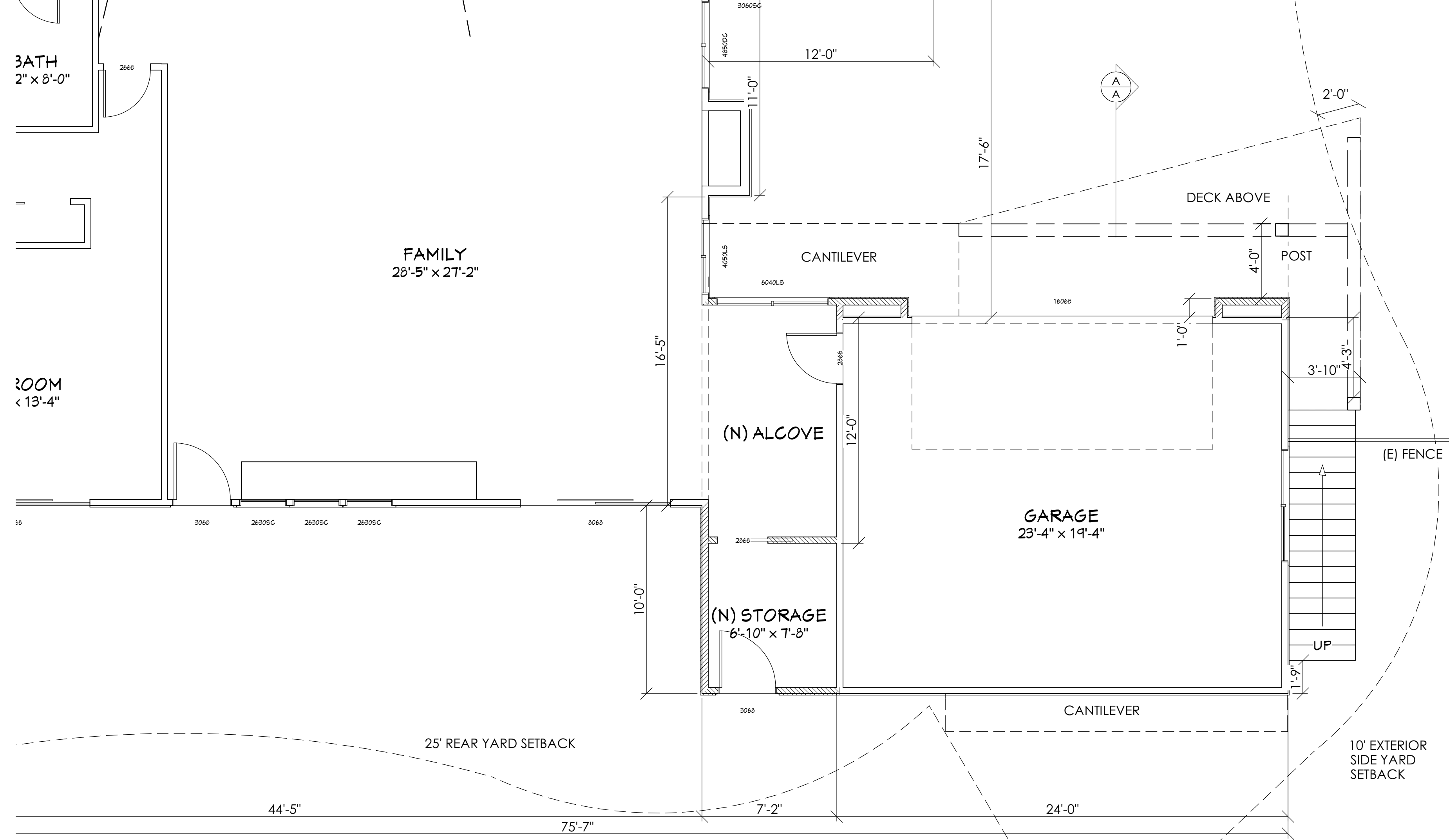
DATE: 06.24.20

SHEET NUMBER

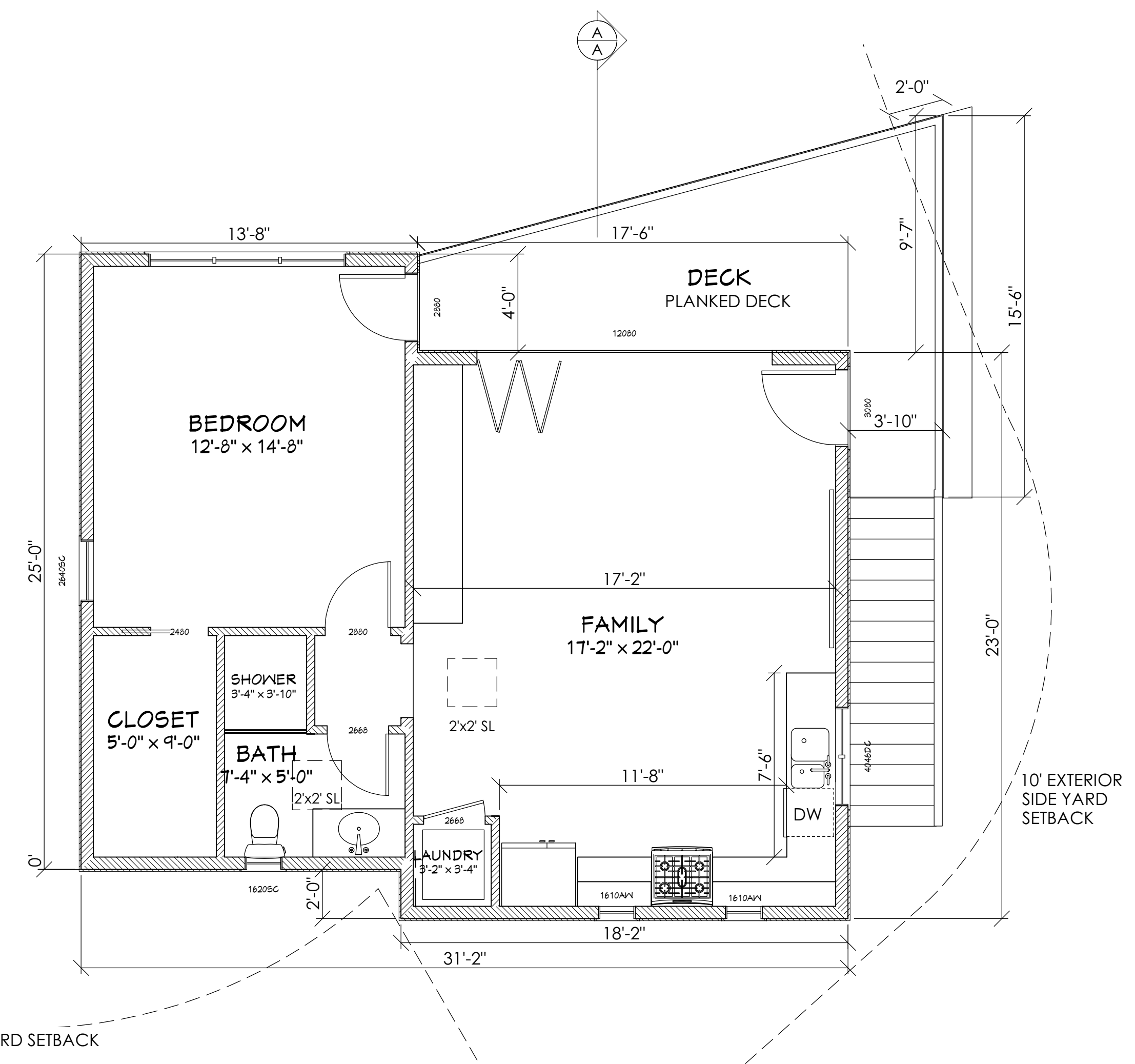
A-1



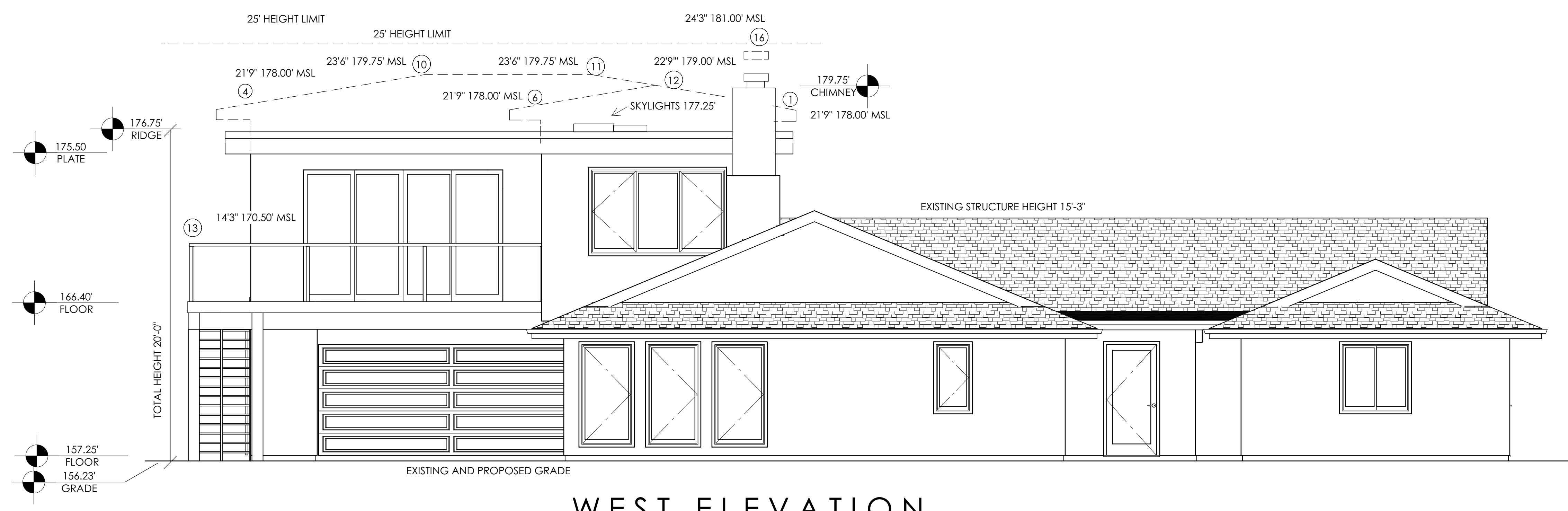
EXISTING FLOOR PLAN
 SCALE: 1/4" = 1'-0"



LOWER FLOOR PLAN 8' CEILING
 SCALE: 1/4" = 1'-0"

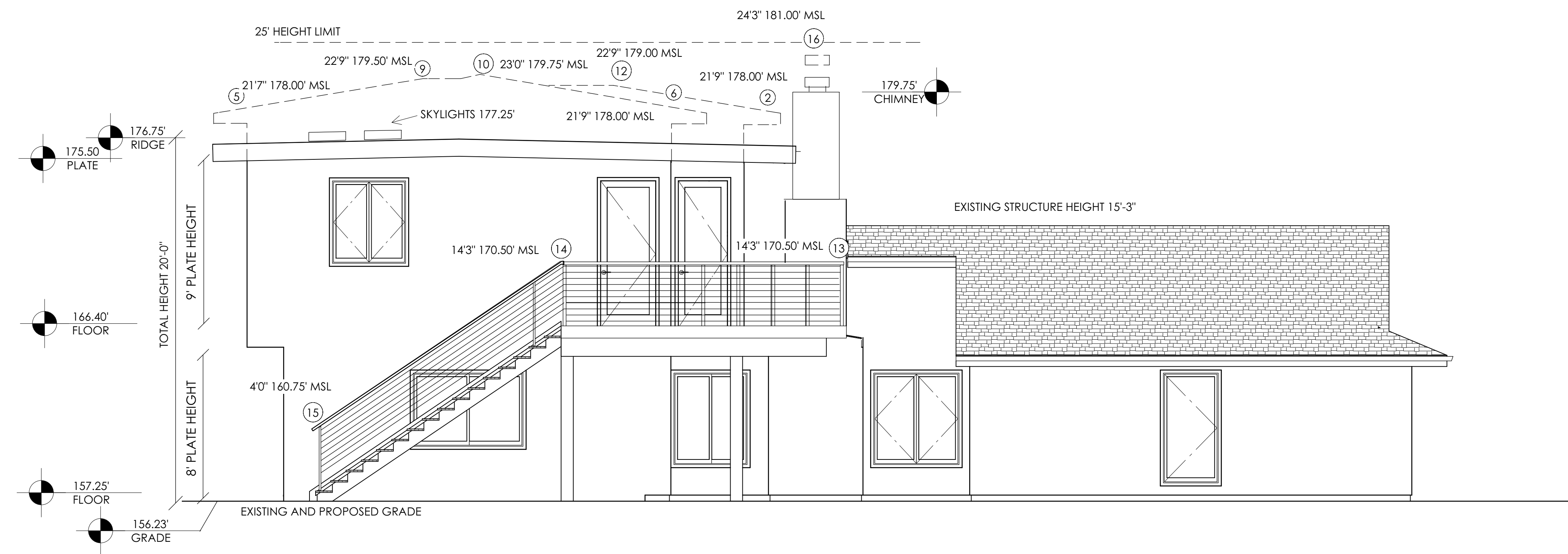


UPPER FLOOR PLAN 9' CEILING
 SCALE: 1/4" = 1'-0"



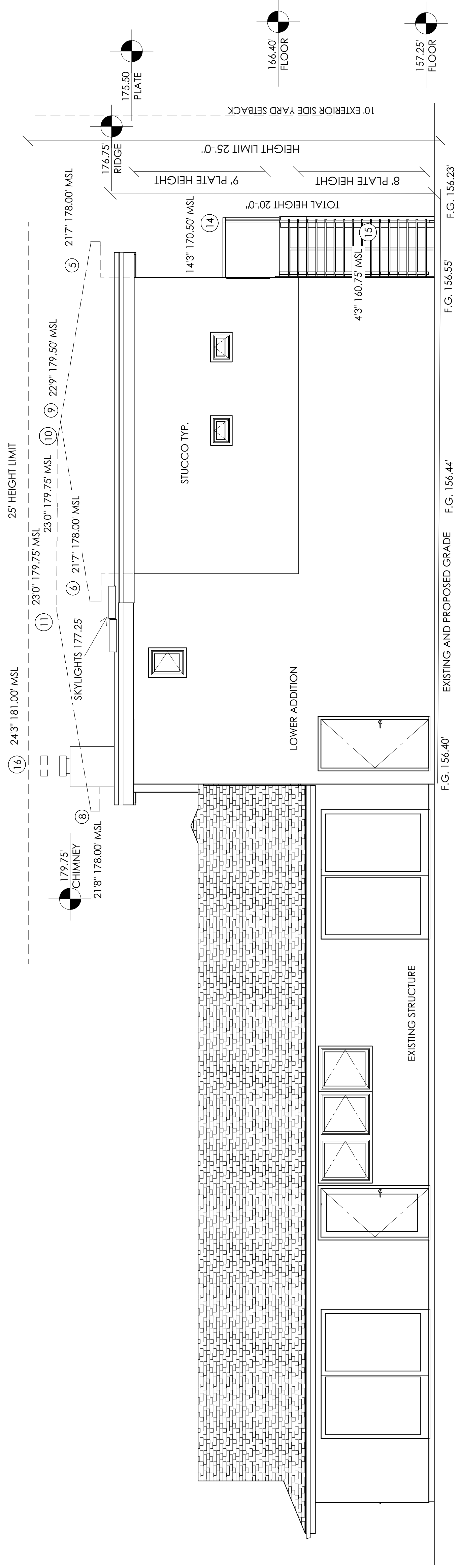
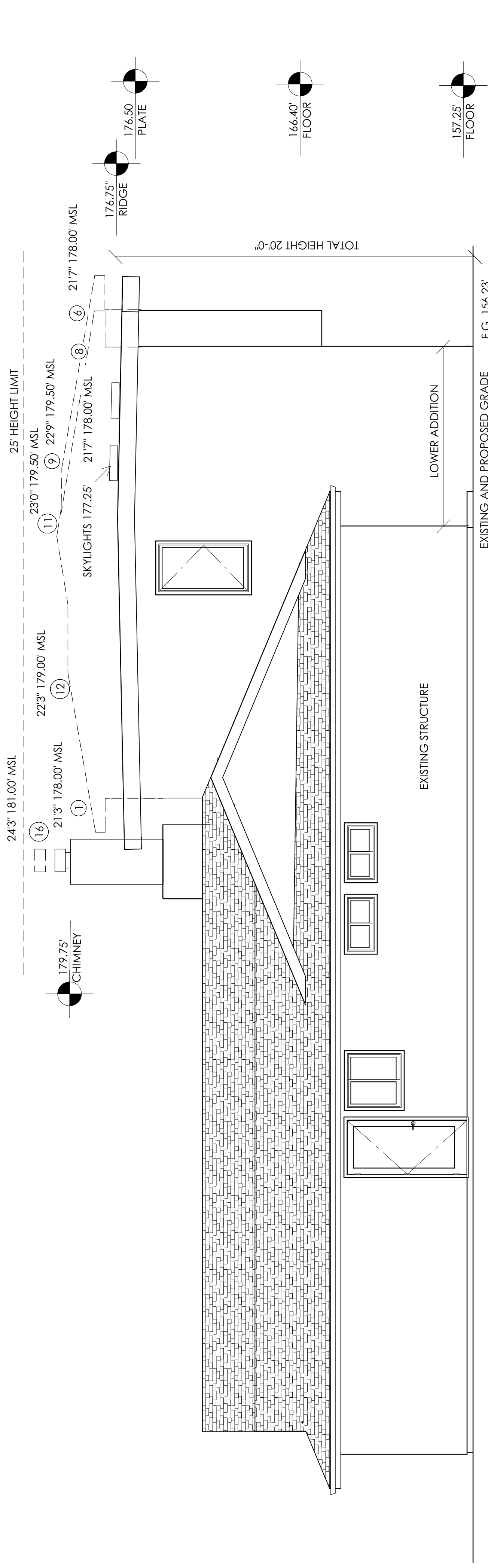
WEST ELEVATION

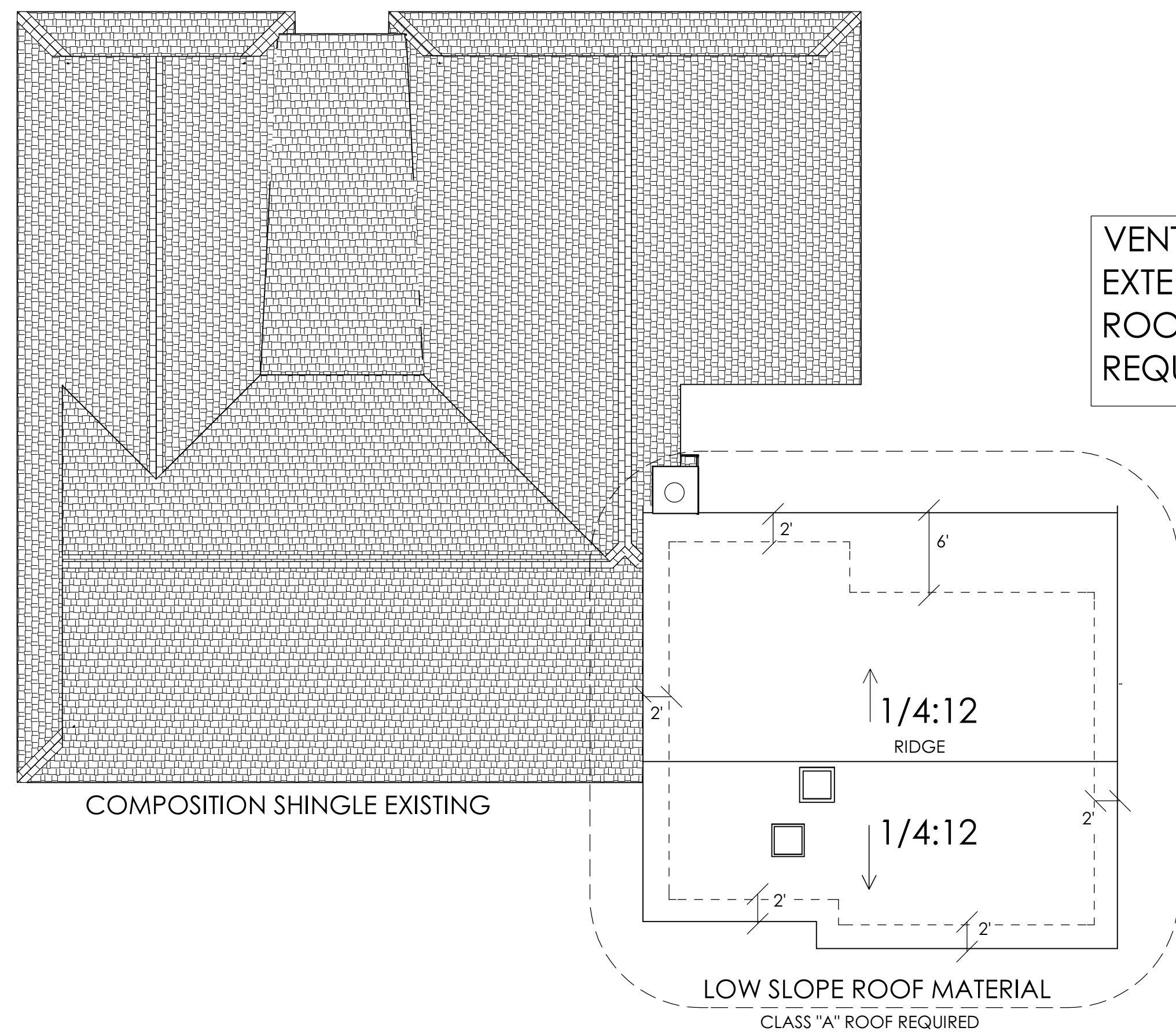
SCALE: 1/4" = 1'-0"



NORTH ELEVATION

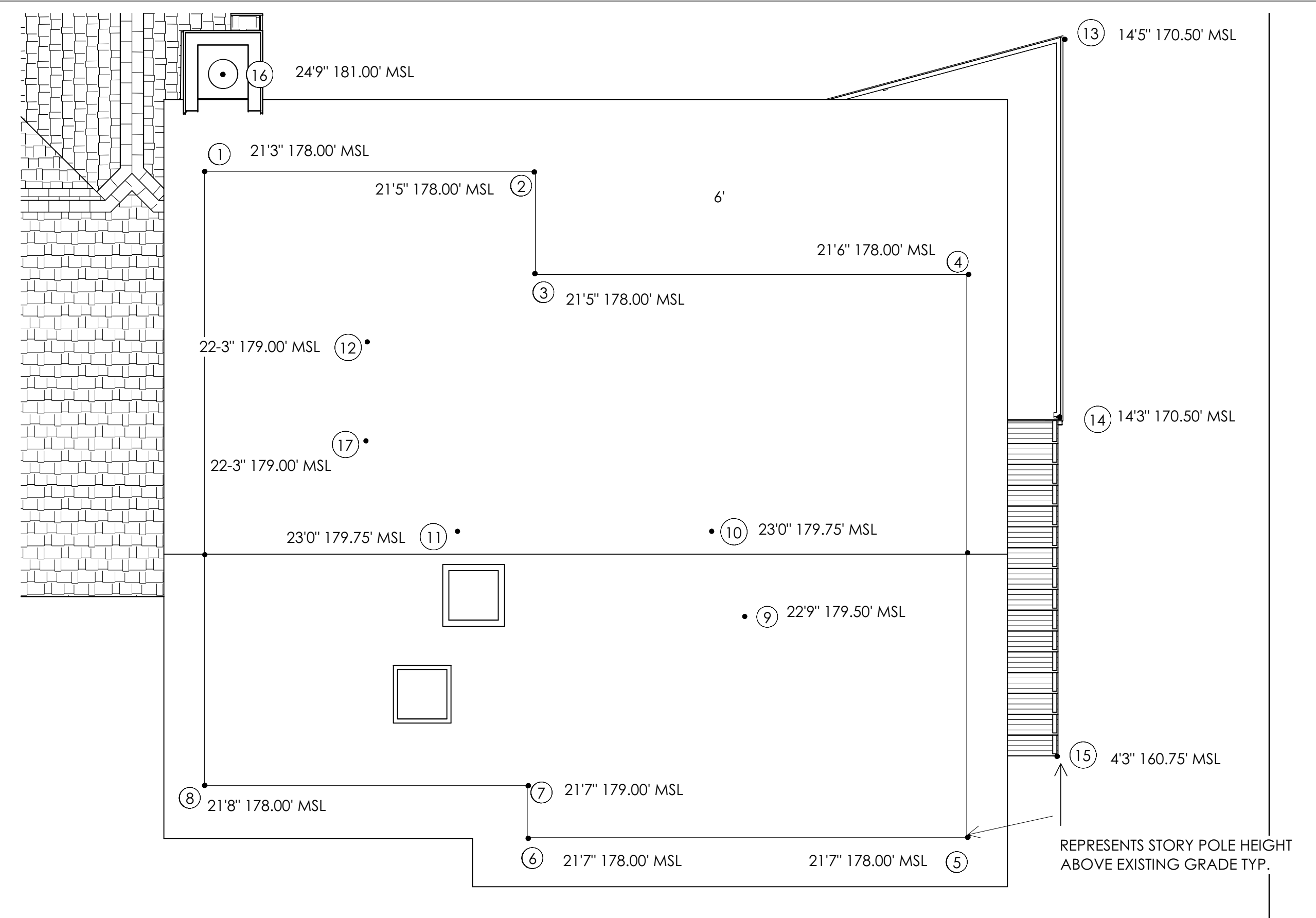
SCALE: 1/4" = 1'-0"





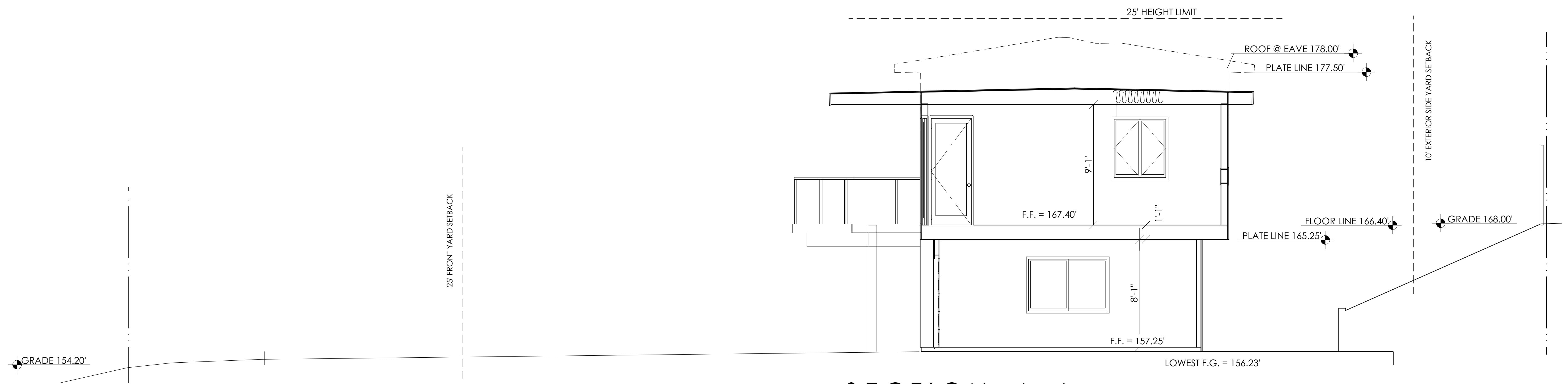
ROOF PLAN

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



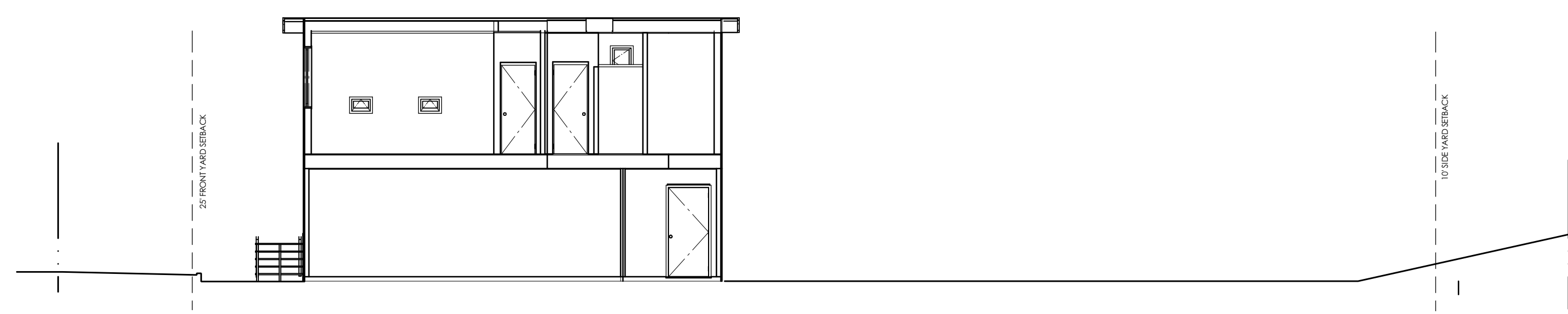
STORY POLE PLAN

SCALE: 1/4" = 1'-0"



SECTION A-A

SCALE: 1/4" = 1'-0"



SECTION B-B

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

REVISIONS

ALEX FAULKNER DESIGNS
2120 JIMMY DURANTE BLVD. SUITE 114
858.481.1819 - alexfdesigns@gmail.com

WILSON A.D.U. & ADDITION
218 S. GRANADOS AVE. SOLANA BEACH, CA 92075

DATE 06.24.20

SHEET NUMBER

A-5

RECEIVED

JUN 22 2020

Planning-Comm Dev Dept
City of Solana Beach

From: [REDACTED]
Sent: Monday, June 22, 2020 8:23 AM
To: 'Corey Andrews'; 'Alex Faulkner'
Subject: RE: 218 S. Granados Ave - Wilson Residence Redesign
Attachments: IMG_0005.pdf; IMG_0002.pdf; IMG_0004.pdf; IMG_0003.pdf

Hi Corey, please find attached electronic copies of:

- 1) A signed SDP waiver request for roof eave extension
- 2) Signed acceptance letter from neighbor Amanda Currie – 217 S. Granados
- 3) Signed acceptance letter from neighbor Marty Caden – 141 Brookdale
- 4) Signed acceptance letter from neighbors Jake & Courtney Kenyon – 232 S. Granados

If the City needs these in original form I would like to make an appointment to have them dropped off on Thu a.m., is 815am ok?

Please let me know if you have any questions.

Thanks for all the help!

Best, Lee

From: Corey Andrews <candrews@cosb.org>
Sent: Monday, June 15, 2020 2:55 PM
To: [REDACTED] 'Alex Faulkner' <[REDACTED]>
Subject: Re: 218 S. Granados Ave - Wilson Residence Redesign

This looks great. I would also attach the sheet of the plans showing where the wave is located and you should be good.

Corey Andrews
Principal Planner
City of Solana Beach
(858) 720-2447

From: [REDACTED]
Sent: Monday, June 15, 2020 2:46:42 PM
To: Corey Andrews <candrews@cosb.org>; 'Alex Faulkner' <[REDACTED]>
Subject: RE: 218 S. Granados Ave - Wilson Residence Redesign

I just want to be sure before I speak with everyone: is this OK?

From: Corey Andrews <candrews@cosb.org>
Sent: Monday, June 15, 2020 2:27 PM
To: [REDACTED] 'Alex Faulkner' <[REDACTED]>
Subject: Re: 218 S. Granados Ave - Wilson Residence Redesign

RECEIVED

JUN 29 2020

Planning-Comm Dev Dept
City of Solana Beach

Lee A. Wilson
218 S. Granados Ave.
Solana Beach, CA 92075

June 22, 2020

VIA EMAIL AND HAND – DELIVERY

Ms. Corey Andrews
Principal Planner
City of Solana Beach

Re: Adjacent Neighbors' Agreement to Extension of Roof Eaves

Dear Corey:

As discussed, please find attached the signed letters from each of my neighbors at 217 s. Granados, 232 s. Granados and 141 brookdale, OK'ing the extension of the roof eaves as indicated on the revised plans.

Also as discussed, I respectfully request that the SDP be waived with respect to the extension of roof eaves as indicated on the revised plans.

Very truly yours,



Lee A. Wilson

RECEIVED

JUN 29 2020

Planning-Comm Dev Dept
City of Solana Beach

Lee A. Wilson
218 S. Granados Ave
Solana Beach, CA 92075

VIA HAND DELIVERY June 16, 2020

Mr. Marty Caden
141 Brookdale
Solana Beach, CA 92075

Re: Non-story poled extension of roof eave

Dear Marty:

As you know I am planning to build a second story addition over my garage area (per DRP/SDP #17-19-10). Per an agreement I made with other neighbors who filed view claims, please note I have agreed to remove 4 palm trees and lower the maximum roof height by 3'. As part of that new plan, I am proposing to extend the roof eaves of the second story so that it sticks out 6' over the deck underneath it. Other than this incremental roof overhang, everything is within a smaller envelope than indicated by the story pole plans.

The City of Solana Beach has asked me to ask for your signatures to indicate that you are OK with this, in order to avoid the construction of additional story poles. I would greatly appreciate it if you could countersign this letter below, and indicate that as my adjacent property owners you are ok with this change of the roof eaves (from a 2' to 6' protrusion) to be constructed over the deck area. Please see the relevant attached page from the current plans filed with the City that indicates the roof eaves.

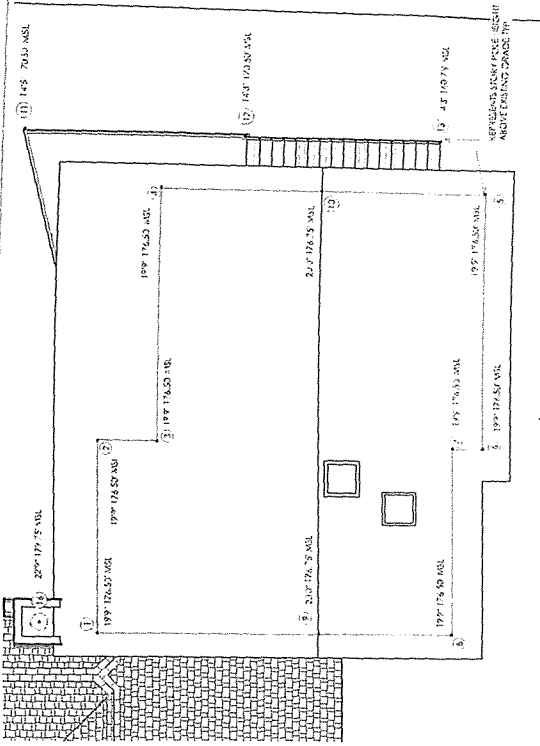
Very truly your grateful neighbor,



Lee A. Wilson

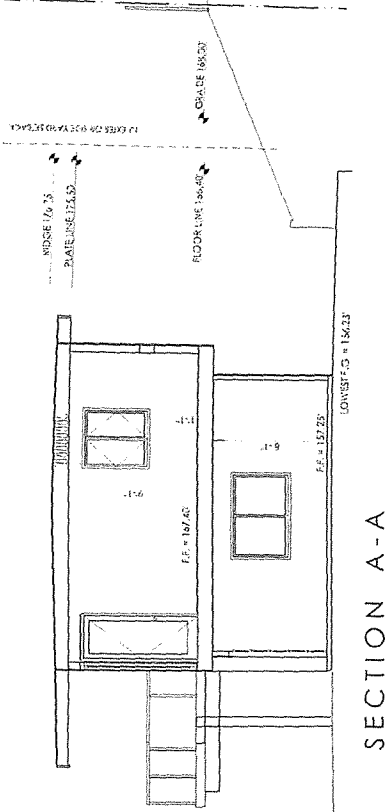
AGREED AND ACCEPTED:

 -6-17-2020
Marty Caden



STORY POLE PLAN

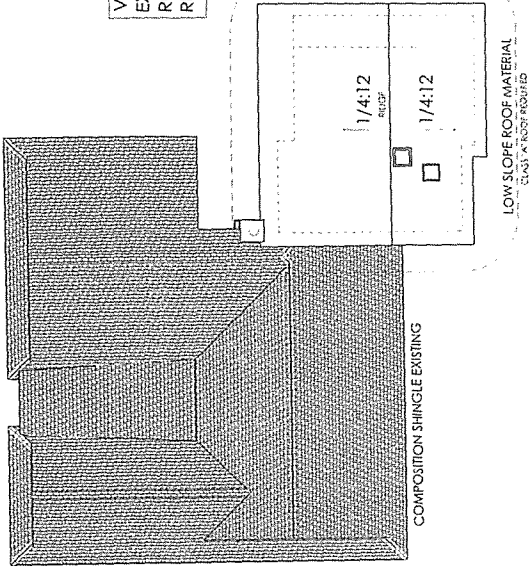
25' HEIGHT LIMIT



SECTION A-A

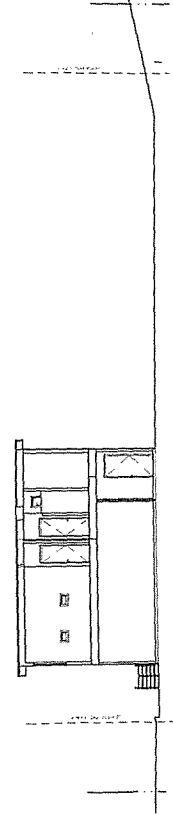
SCALE: 1/8" = 1'-0"

VENTS, PIPES ETC., MAY
EXTEND ABOVE THE
ROOF PLANE ONLY AS
REQUIRED BY CODE



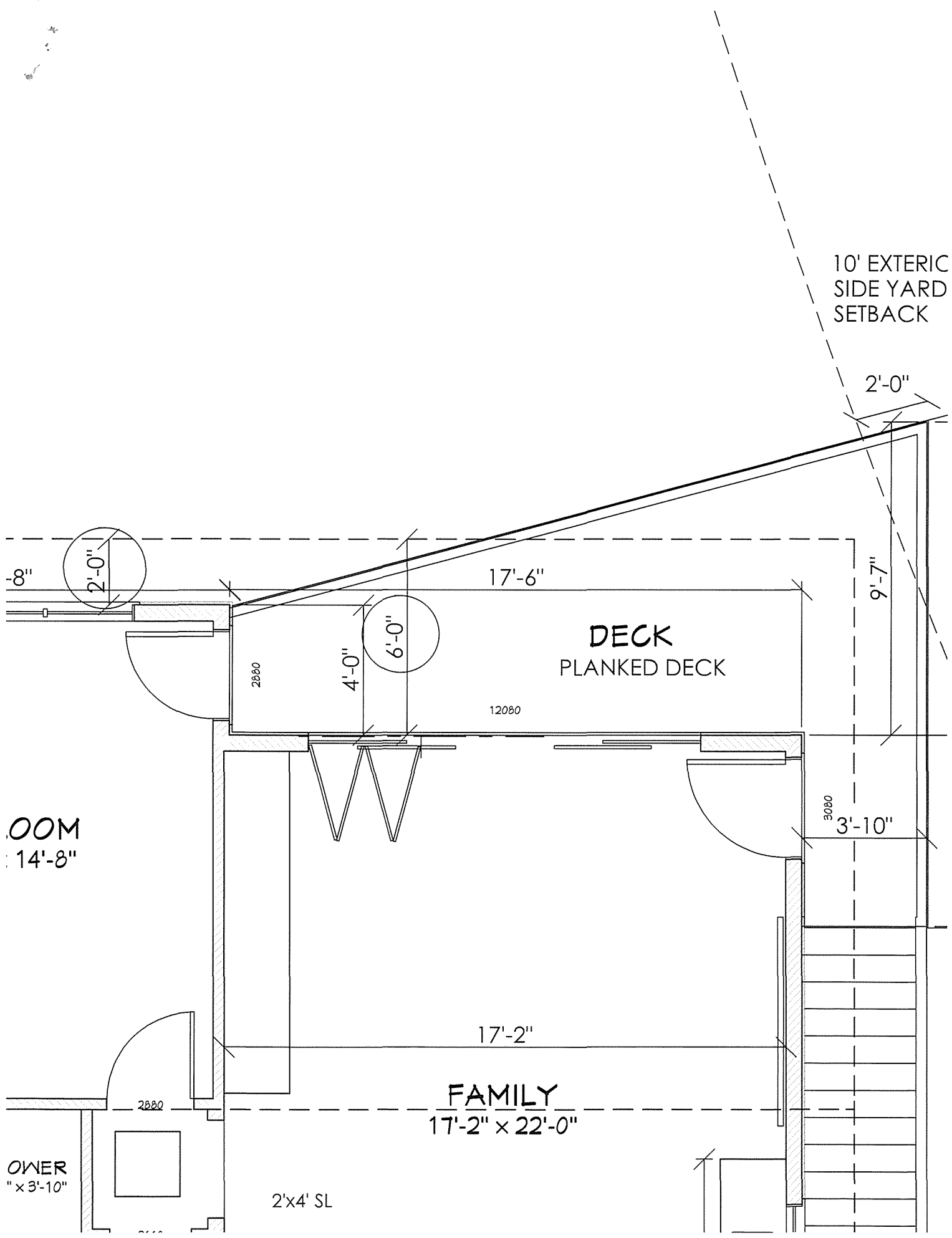
ROOF PLAN

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



SECTION B-B

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



10' EXTERIC
SIDE YARD
SETBACK

2'-0"

17'-6"

9'-7"

DECK
PLANKED DECK

4'-0"

6'-0"

12080

ROOM
14'-8"

3080

3'-10"

17'-2"

FAMILY
17'-2" x 22'-0"

OWNER
3'-10"

2'x4' SL

RECEIVED

JUN 29 2020

Planning-Comm Dev Dept
City of Solana Beach

Lee A. Wilson
218 S. Granados Ave
Solana Beach, CA 92075

VIA HAND DELIVERY June 16, 2020

Ms. Amanda Currie
217 S. Granados Ave.
Solana Beach, CA 92075

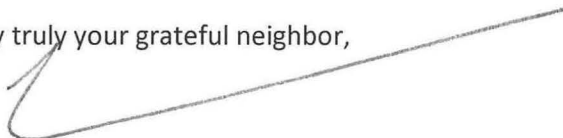
Re: Non-story poled extension of roof eave

Dear Amanda:

As you know I am planning to build a second story addition over my garage area (per DRP/SDP #17-19-10). Per an agreement I made with other neighbors who filed view claims, please note I have agreed to remove 4 palm trees and lower the maximum roof height by 3'. As part of that new plan, I am proposing to extend the roof eaves of the second story so that it sticks out 6' over the deck underneath it. Other than this incremental roof overhang, everything is within a smaller envelope than indicated by the story pole plans.

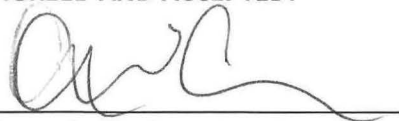
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Very truly your grateful neighbor,

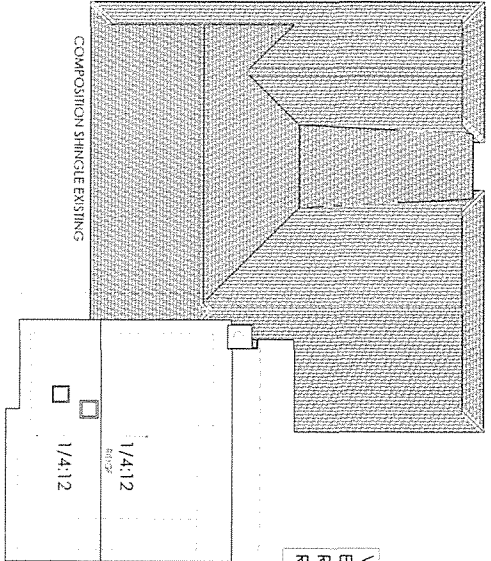


Lee A. Wilson

AGREED AND ACCEPTED:

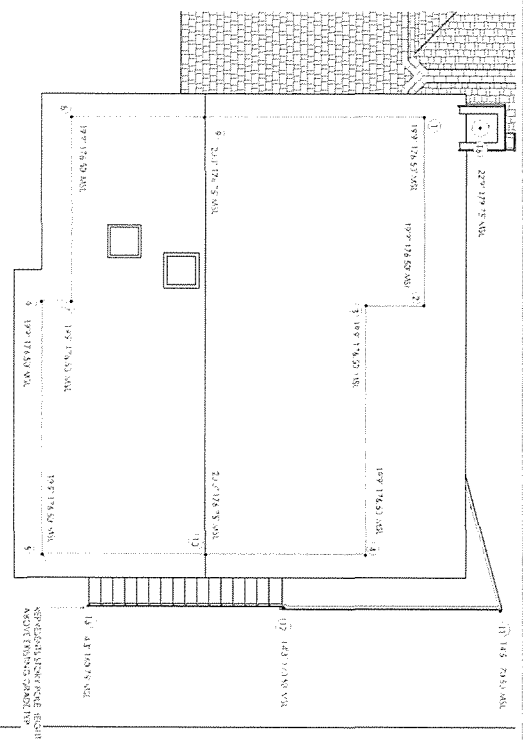


Amanda Currie

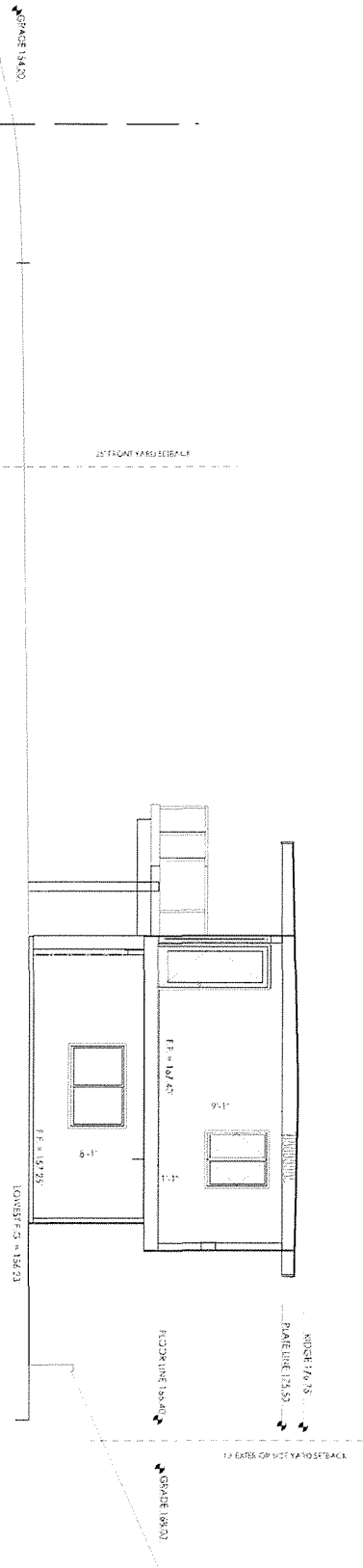


VENTS, PIPES, ETC. MAY
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ROOF PLANE ONLY AS
REQUIRED BY CODE

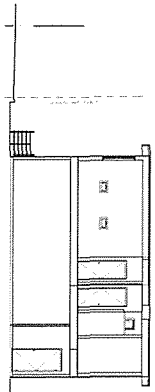
ROOF PLAN



STORY POLE PLAN



SECTION A-A



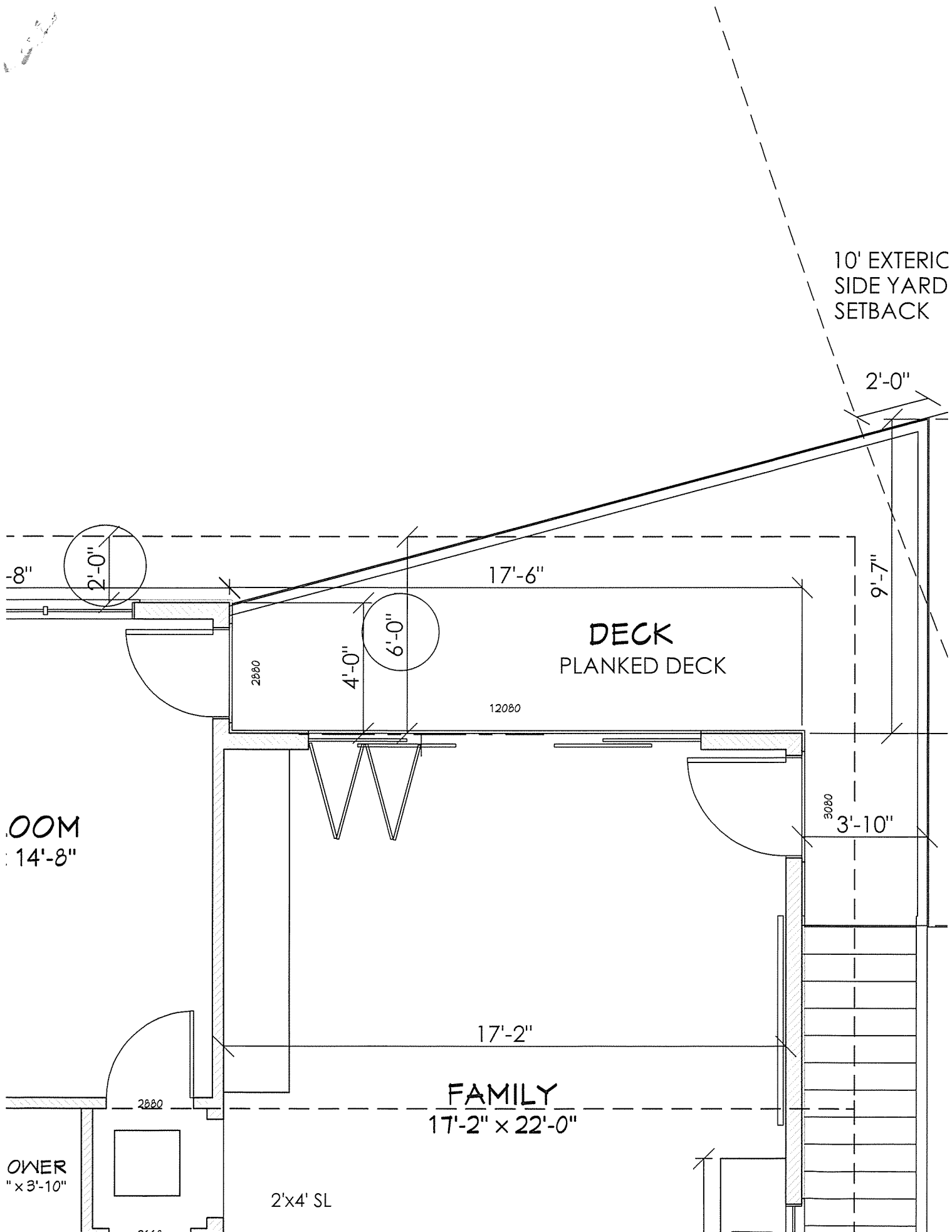
SECTION B-B

A-5

WILSON A.D.U. & ADDITION
218 S. GRANADOS AVE. SOLANA BEACH .CA 92075

ALEX FAULKNER DESIGNS
2120 JIMMY DURANTE BLVD. SUITE 114
858.481.1819 - alexfaulkner@gmail.com

DATE: 03.23.22
SHEET NUMBER: A-5



10' EXTERIC
SIDE YARD
SETBACK

2'-0"

8"

2'-0"

17'-6"

9'-7"

DECK
PLANKED DECK

2080

4'-0"

6'-0"

12080

ROOM
14'-8"

3080

3'-10"

17'-2"

FAMILY
17'-2" x 22'-0"

OWER
" x 3'-10"

2080

2'x4' SL

RECEIVED

JUN 29 2020

Planning-Comm Dev Dept
City of Solana Beach

Lee A. Wilson
218 S. Granados Ave
Solana Beach, CA 92075

VIA HAND DELIVERY June 16, 2020

Mr. and Mrs. Jake and Courtney Kenyon
232 S. Granados Ave.
Solana Beach, CA 92075

Re: Non-story poled extension of roof eave

Dear Amanda:

As you know I am planning to build a second story addition over my garage area (per DRP/SDP #17-19-10). Per an agreement I made with other neighbors who filed view claims, please note I have agreed to remove 4 palm trees and lower the maximum roof height by 3'. As part of that new plan, I am proposing to extend the roof eaves of the second story so that it sticks out 6' over the deck underneath it. Other than this incremental roof overhang, everything is within a smaller envelope than indicated by the story pole plans.

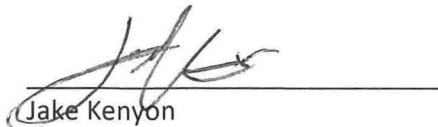
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Very truly your grateful neighbor,



Lee A. Wilson

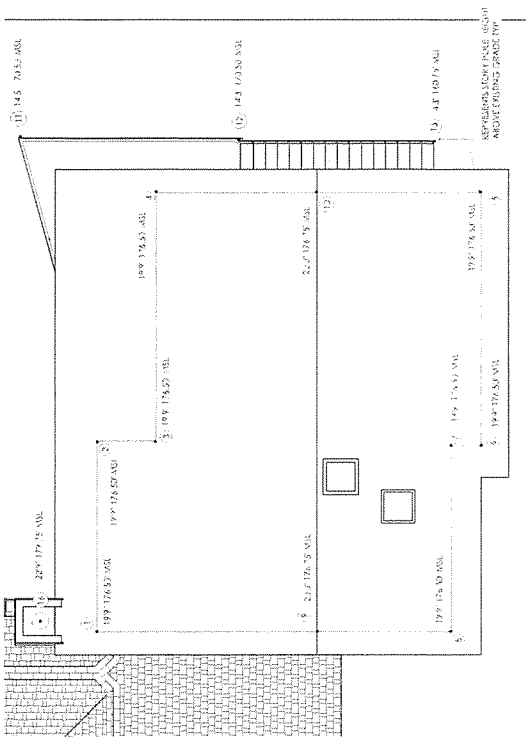
AGREED AND ACCEPTED:



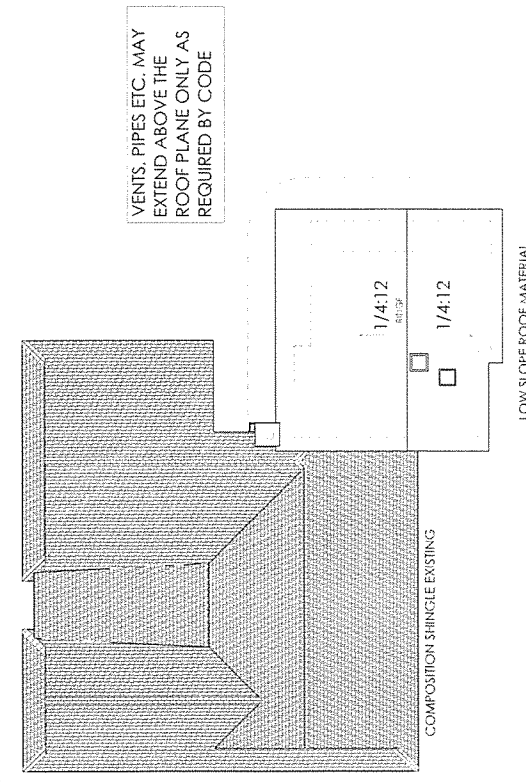
Jake Kenyon



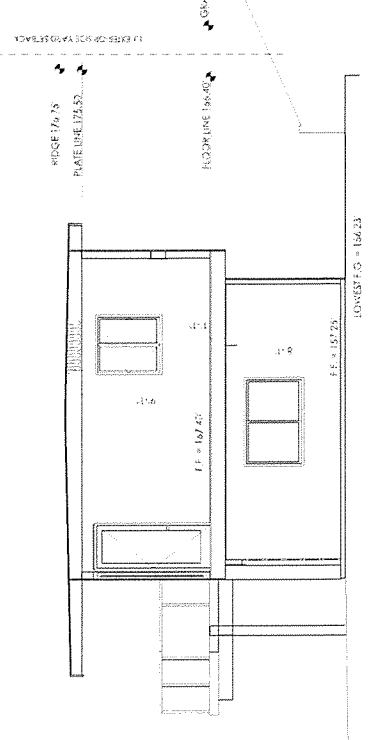
Courtney Kenyon



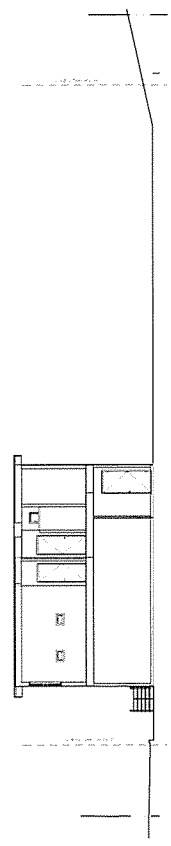
STORY POLE PLAN



ROOF PLAN

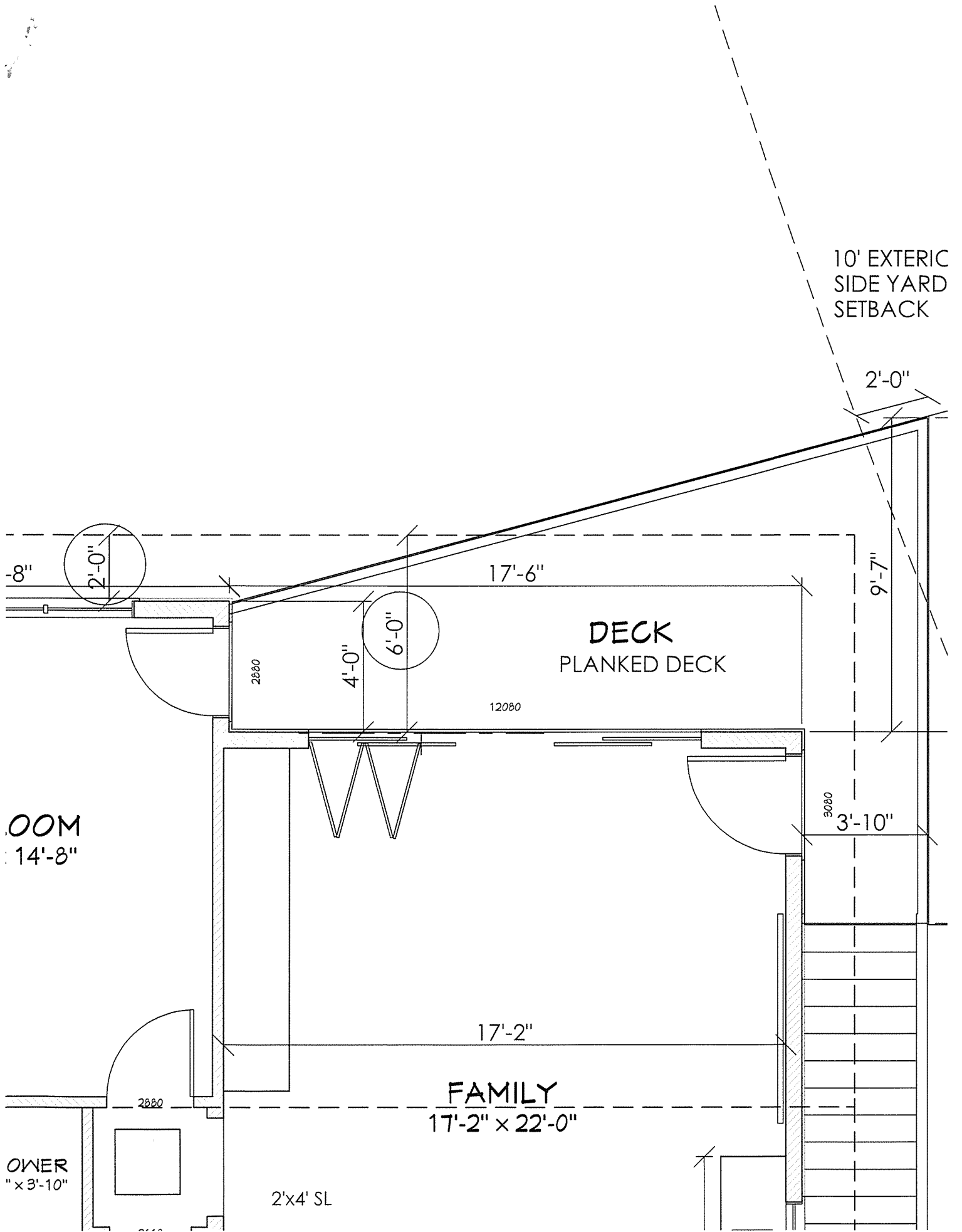


SECTION A-A



SECTION B-B

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



10' EXTERIC
SIDE YARD
SETBACK

2'-0"

8"

2'-0"

17'-6"

9'-7"

DECK
PLANKED DECK

2x8

4'-0"

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12x8

ROOM
14'-8"

3x8

3'-10"

17'-2"

FAMILY
17'-2" x 22'-0"

OWER
" x 3'-10"

2x4 SL



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 8, 2020
ORIGINATING DEPT: City Manager's Office
SUBJECT: **FY 2020/21 Community Grant Program Awards**

BACKGROUND:

On May 4, 2004, the City Council adopted Resolution No. 2004-68 approving Council Policy No. 14 establishing the Community Grant Program ("Grant Program") and Application Guidelines for the Grant Program.

At the May 13, 2020 City Council meeting, the City Council authorized the Fiscal Year (FY) 2020/21 Community Grant Program. The FY 2020/21 Adopted Budget contains an appropriation in the amount of \$25,000 to fund the Community Grants Program. The City receives a \$15,000 contribution from EDCO as part of their community enhancement efforts, which is used to fund a portion of this program.

At the July 1, 2020 City Council meeting, the grant applicants gave presentations on their respective program requests. There are a total of fourteen (14) applications for a maximum funding request of \$58,468.

This item is before the City Council to select the FY 2020/21 Community Grant Program recipients.

DISCUSSION:

The following fourteen (14) applications were received by the City during the solicitation period (In alphabetical order):

CITY COUNCIL ACTION: _____ _____

Applicant	Amount Requested
Assistance League Rancho San Dieguito	\$3,000
BikeWalkSolana	\$1,500
Boys and Girls Club of San Dieguito	\$5,000
Casa De Amistad	\$5,000
Community Resource Center	\$5,000
Disconnect Collective, Inc.	\$5,000
Jaliscience Folkloric Academy	\$2,000
La Colonia Community Foundation	\$5,000
Lux Art	\$2,000
Nature Collective	\$5,000
North Coast Repertory Theatre	\$5,000
North County Immigration & Citizenship Center	\$4,968
San Diego Botanic Garden	\$5,000
St. James & St. Leo Medical Program	\$5,000
Total	\$58,468

The complete applications were included in a separate attachment that was distributed to Council prior to the July 1, 2020 City Council meeting. The City's FY 2020/21 Adopted Budget contains an appropriation in the amount of \$25,000 to be used to fund community grants. In past years, the Council has authorized an additional \$5,000 from the Reserve Public Arts Account to be used to fund the North Coast Repertory Theatre grant application.

Santa Fe Christian (SFC) Schools Cooperation

Eight years ago, the City and SFC created a unique partnership to more efficiently and effectively assist the non-profit organizations that specifically serve the Eden Gardens community. This partnership, which has included a contribution ranging from \$10,000 to \$15,000 from SFC in past years, has allowed for both the City and SFC to maximize its limited resources to provide the most benefit for this underserved population. Staff has reached out to SFC to inquire if they will be partnering with the City again this year and SFC has confirmed their participation. Once the City receives confirmation on the amount SFC will contribute, Staff will relay the information to the Council.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

The FY 2020/21 Adopted Budget contains an appropriation in the amount of \$25,000 to be used to fund community grants, subject to the City Council's discretion. The appropriation is budgeted in the Contribution to Other Agencies expenditure account in the City Council budget unit.

In past years, the Council has authorized an additional \$5,000 from the Reserve Public Arts Account to be used to fund the North Coast Repertory Theatre grant application.

If Council approves the additional \$5,000 from the Reserve Public Arts Account to be used, the funding breakdown is as follows:

City's FY 2020/21 Adopted Budget -	\$25,000
Public Arts Reserve Account -	\$ 5,000
<u>Santa Fe Christian Schools -</u>	<u>\$ TBD</u>
Total -	\$30,000

The total funding request for FY 2020/21 Community Grant cycle is \$58,468, which leaves \$28,468 unfunded based on the potential available funds listed above. Once SFC confirms the amount they will contribute, Staff will inform the Council.

WORK PLAN:

N/A

OPTIONS:

- Approve Staff recommendation
- Approve Staff recommendation with modifications
- Deny Staff recommendation and provide direction

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council:

1. Select the FY 2020/21 Community Grant Program recipients and identify an award amount to each recipient.
2. Adopt Resolution No. 2020-111 (Attachment 1) authorizing the funding for the selected community grant applicants for financial assistance under the FY 2020/21 Community Grant Program.

CITY MANAGER RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager

Attachments:

1. Resolution 2020-111

RESOLUTION 2020-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING CITY COUNCIL FUNDING FOR SELECTED COMMUNITY GRANT RECIPIENTS FOR FINANCIAL ASSISTANCE UNDER THE FISCAL YEAR (FY) 2020/21 COMMUNITY GRANT PROGRAM

WHEREAS, the City Council approved the offering of the FY 2020-21 Community Grant Program for community service organizations who seek program financial assistance on May 13, 2020; and

WHEREAS, the City Council has approved the allocation of \$25,000 for the purpose of funding the FY 2020/21 Community Grant Program in the FY 2020/21 Adopted Budget; and

WHEREAS, the City Council has received Requests for Financial Assistance for the FY 2020/21 Community Grant Program, reviewed all applications, and has determined the selection of the FY 2020/21 grant recipients and award amounts pursuant to Council Policy No. 14 (Policy).

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 Council has reviewed all FY 2020/21 Community Grant requests and has determined the selection of the FY 2020/21 grant recipients and award amounts pursuant to Council Policy No. 14, not to exceed the total \$25,000 authorized in the FY 2020/21 Adopted Budget.

PASSED AND ADOPTED this 8th day of July, 2020, 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 –

JEWEL EDSON, Deputy Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

PLACE HOLDER

This Staff Report will be posted once it is finalized.

C.2. Fiscal Year 2020/21 Adopted Budget Adjustments.

Staff recommends the City Council consider

1. Adopt **Resolution 2020-101** authorizing adjustments to the Fiscal Year 2020/21 Adopted Budget.



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 8, 2020
ORIGINATING DEPT: Finance
SUBJECT: **Consideration of Resolution 2020-112 Authorizing the City of Solana Beach to Provide a \$175,000 Guaranty for a \$2,500,000 Credit Option for Clean Energy Alliance**

BACKGROUND:

At the October 9, 2019 City Council (Council) meeting, the Council approved Resolution 2019 –136 approving the City of Solana Beach’s (City) participation in the new regional Community Choice Aggregation (CCA) program the Clean Energy Alliance (CEA). CEA consists of the cities of Carlsbad, Del Mar and Solana Beach (Member Agencies) and is scheduled to launch in May 2021. The fiscal impact of developing and launching the CEA was estimated at \$450,000 for Fiscal Year (FY) 2019/2020 and each Member Agency contributed an equal share of the initial start-up costs. At the November 13, 2019 Council meeting, the Council approved Resolution 2019-150 authorizing the City to provide \$150,000 for the City’s equal share in upfront costs to develop CEA in FY 2019/2020 and authorized the City Manager to negotiate a no-interest Cost Reimbursement for Member Agency Support Agreement with CEA. These upfront costs are to be reimbursed to each Member Agency when sufficient CEA revenues are available, but no longer than 36 months after launch. The \$150,000 payment to the CEA was made by the City in April 2020.

At its regular meeting of June 18, 2020, the CEA Board of Directors (Board) approved a FY 2020/21 budget totaling \$4,006,500, a portion of which will be funded by FY 2019/20 budget savings and \$4,000,000 funded by a credit solution provided by a financial institution. In addition to the funds needed for the budget, due to economic impacts of the COVID-19 pandemic, the Member Agencies have requested an early payback of their \$150,000 initial start-up contributions. At the same meeting, the Board received a report from CEA Staff regarding two financing options to provide the necessary funds for CEA’s FY 2020/21 cash needs. These options were from River City Bank and JP Morgan. The CEA Board directed staff to reach out to the Member Agencies to inquire about potential assistance with providing additional security related to the River City Bank (RCB) option and return to the Board at its July 16, 2020 meeting with the results of those inquiries.

This item is before Council to consider approving Resolution 2019–112 (Attachment 1) authorizing the City of Solana Beach (City) to provide a load-based guaranty amount of up to a \$175,000 for a \$2,500,000 credit option for the CEA as proposed by RCB or a 3rd party approved by the CEA Board. If approved, the Council is being asked to authorize the City

CITY COUNCIL ACTION: _____

Manager to act on behalf of the City, in consultation with the City Attorney, to negotiate and execute all agreements and amendments necessary for the guaranty.

DISCUSSION:

Initial start-up costs for FY 2019/20 were funded through advances from the founding member agencies of Carlsbad, Del Mar and Solana Beach in the amount of \$150,000 from each member agency, for a total \$450,000. Future start-up costs to be incurred in FY 2020/21, as well as the repayment of the advances from the Member Agencies, are to be funded through a credit solution provided by a financial institution or other 3rd party.

Subsequent to the initial advances, COVID-19 hit and local stay-at-home orders were implemented, resulting in anticipated revenue losses to the Member Agencies. As a result, the Member Agencies reached out to CEA regarding early repayment of the initial advances.

Total funding needs for CEA start-up include:

\$1,000,000	Funding for FY 2020/21 Operating Budget
\$450,000	Repayment of Initial Advances to Member Agencies
\$500,000	CAISO Deposit
<u>\$2,500,000</u>	Lockbox Reserves and Cash Flow
\$4,450,000	Total Funding needed

At its regular meeting of June 18, 2020, the CEA Board received a report from CEA Staff regarding two financing options to provide the necessary funds for CEA's FY 2020/21 cash needs (Attachment 2). These options were from RCB and JP Morgan.

The RCB credit solution is a lower cost option but requires security in the form of a guaranty or cash collateral deposit for \$2,500,000 of the credit solution. The security can be satisfied by one or more of the member agencies or a creditworthy 3rd party.

The JP Morgan option has no security requirement but is approximately \$105,000 higher in costs than the RCB option and includes operating covenants that CEA would have to adhere to. The most concerning covenant is that the CEA would be required to set rates sufficient to cover all operating and financing costs. It would restrict the CEA Board's flexibility to fund programs or offering discounts funded through reserves if that funding resulted in operating costs exceeding revenues. For these reasons, the CEA Board selected the RCB option as the option it was interested in initially pursuing.

At its June 18th meeting, the Board directed staff to reach out to the member agencies to discuss whether there would be an option for one or more of the agencies to provide the security required for the RCB option.

Security Requirements Details

The total amount of the RCB credit subject to the security is \$2,500,000. RCB is willing to accept guarantees or cash collateral deposits from each member agency on a pro-rata share based on load. The guarantee would require the City to execute a form of guaranty, a sample of which is attached as Attachment 3.

In this case, each city would only be guaranteeing their share on load-based pro-rata allocations as reflected in the table below:

AGENCY	% OF LOAD	PRO-RATA SHARE \$ OF GUARANTY
CARLSBAD	90%	\$2,250,000
DEL MAR	3%	\$ 75,000
SOLANA BEACH	7%	\$ 175,000

The security requirement would be in place through the maturity date of the \$2,500,000 loan, which is two years, or until repaid, whichever is first. RCB is amendable to discussing the release of guarantees/cash collateral after CEA has launched operations and provided a track record of operations at a to-be-determined level satisfactory to RCB.

The guaranty/cash collateral would come into play in the event of a default by CEA, whereby each city would be responsible for their share based on the allocation above.

If the City agrees to the security requirement for a guaranty amount of up to \$175,000, the City will receive back its \$150,000 advance made in April 2020 for CEA startup costs during FY 2019/20.

Risk of Default

Assuming the CEA launches in May 2021 as planned, the current pro-forma indicates sufficient revenue, at rate parity with SDG&E, to cover operational expenses and financing costs, resulting in a low risk of default. The CEA Board has not yet decided upon what rate benefits, if any, to offer. However, loan repayment would be a priority of the CEA Board regardless of any decided upon rate benefit. The risk of default can be considered high if CEA does not launch in May as anticipated. If that were to occur, CEA would return any unspent funds to the bank, and any remaining funds due to the bank would need to come from the member agencies based on their guaranty.

Uses of the \$2,500,000 loan subject to the guarantee are as follows:

\$1,000,000	Fund FY 2020/21 budget
\$450,000	Repay initial advances
<u>\$1,050,000</u>	Reserve for lockbox
\$2,500,000	

In a “worst case” scenario, in the event CEA does not launch in May 2021, the \$1,050,000 reserve would not have been spent and would be returned to the bank. The exposure to the cities would be the portion of the remaining \$1,450,000 that had been spent, allocated by the pro-rata share, or \$1,305,000 from Carlsbad, \$43,500 from Del Mar and \$101,500 from Solana Beach.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

The City entering into a guaranty arrangement with RCB or other 3rd party would have no fiscal impact to the City unless the CEA is unable to launch in May 2021 and the terms of the guaranty are implemented. There have been no CCA's in the State of California that have failed to launch and based on the financial proformas presented to the CEA Board, the risk of the CEA being unable to launch appear low at this time.

As part of the guaranty arrangement, the City will receive back its \$150,000 advance made in April 2020 for CEA startup costs during FY 2019/20.

WORK PLAN:

Environmental Sustainability – Policy Development – Implement Solana Energy Alliance

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council consider adoption of Resolution 2020-112:

1. Authorizing the City of Solana Beach to provide up to a \$175,000 guaranty for a \$2,500,000 credit option for the CEA as proposed by RCB or 3rd party approved by the CEA Board.
2. Authorizing the City Manager to act on behalf of the City, in consultation with the City Attorney, to negotiate and execute all agreements and amendments necessary for the guaranty.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2020-112
2. CEA June 18, 2020 Staff Report
3. River City Bank Sample Guaranty Form

RESOLUTION 2020-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING THE CITY OF SOLANA BEACH TO PROVIDE UP TO A \$175,000 GUARANTY FOR A \$2,500,000 CREDIT OPTION FOR CLEAN ENERGY ALLIANCE

WHEREAS, at the October 9, 2019 City Council (Council) meeting, the Council approved Resolution 2019 – 136 approving the City’s participation in the new regional Community Choice Aggregation (CCA) program the Clean Energy Alliance (CEA); and

WHEREAS, CEA consists of the cities of Carlsbad, Del Mar and Solana Beach (Member Agencies) and is scheduled to launch in May 2021; and

WHEREAS, initial start-up costs for FY 2019/20 were funded through advances from the founding member agencies of Carlsbad, Del Mar and Solana Beach in the amount of \$150,000 from each member agency, for a total \$450,000; and

WHEREAS, future start-up costs totaling \$4,450,000 to be incurred in FY 2020/21 are to be funded through a credit solution provided by a financial institution or other 3rd party; and

WHEREAS, as part of the credit solution being proposed, security is required in the form of a guaranty or cash collateral deposit for \$2,500,000 of the credit solution. The security can be satisfied by one or more of the member agencies or a creditworthy 3rd party; and

WHEREAS, the City’s portion of the guaranty would be \$175,000 based on its prorated share of the expected total CEA load; and

WHEREAS, the guaranty/cash collateral would come in to play in the event of a default by CEA, whereby each city would be responsible for their share based on the allocation above; and

WHEREAS, Staff has evaluated the risk to the City of a default by CEA and has determined that the risk is low;

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

1. That the foregoing recitations are true and correct.
2. That the City Council authorizes the City to provide up to a \$175,000 guaranty for a \$2,500,000 credit option for the CEA as proposed by City River Bank or 3rd party

approved by the CEA Board.

3. That the City Council authorizes the City Manager to act on behalf of the City, in consultation with the City Attorney, to negotiate and execute all agreements and amendments necessary for the guaranty.

PASSED AND ADOPTED this 8th day of July 2020, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

JEWEL EDSON, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

Staff Report

DATE: June 18, 2020

TO: Clean Energy Alliance Board of Directors

FROM: Barbara Boswell, Interim Chief Executive Officer
Marie Berkuti, Interim Treasurer

ITEM 5: Clean Energy Alliance Fiscal Year 20/21 Financing Plan

RECOMMENDATION:

- 1) Authorize Interim Chief Executive Officer and Interim Treasurer to work with the member agencies to determine if there is an opportunity for one or all to provide security requirements for the River City Bank credit option and if a solution is identified return to Board for approval. Direct staff to return for final approval to finalize the agreements with River City Bank, Calpine and the provider of the credit security should one be identified.
- 2) Should a solution for the security requirements for the River City Bank credit option not be identified approve selection of JP Morgan to provide \$4.5M credit solution and authorize Interim Chief Executive Officer to submit documents, complete due diligence requirements and execute loan agreements with JP Morgan, subject to General Counsel approval.

BACKGROUND AND DISCUSSION:

At its November 19, 2019 meeting, the Clean Energy Alliance (CEA) Board authorized issuance of an RFP for Banking Services and Credit Solution. The banking services portion was awarded to River City Bank at the February 20, 2020 CEA Board Meeting. Since that time, staff has continued working with financial institutions that responded to the credit solution portion. Two submitted updated term sheets to provide funding for fiscal year 20/21 budget and start-up costs, CAISO Deposit, Collateral Deposits and Cash Flow needs, JP Morgan and River City Bank.

CEA is seeking \$4.5M in funding to provide for the following:

\$2.5M – Collateral Deposits and Cash Flow
\$1.0M – FY 20/21 CEA Budget including start-up costs
\$500,000 – CAISO Deposit
\$450,000 – Repayment of initial start-up loans from member cities
\$4.5M – Total financing

The following tables reflect the summary of the analysis of the two options.

Option 1 – JP Morgan	
Credit Facility	Revolving Line of Credit (RLOC)
Amount	\$4,500,000 (offered up to \$10.0M with an additional \$5.0M available for Standby Letters of Credit for power purchase agreements)
Term	3 Years
Security	CEA only – Nonrecourse to the member agencies
Interest Rate	One-month or three-month LIBOR plus 3.35%
Undrawn Fee	1.95% calculated on the undrawn portion of the \$4.5M RLOC
Loan Fees	\$50,000
Total Estimated Interest & Fees	Estimated \$575,300 over 3-year period

JP Morgan understands that the credit solutions will be unsecured until CEA is operational and generating revenue. In order to provide this offer additional due diligence will need to be performed by the bank which includes:

- Due diligence call related to the impacts of COVID-19;
- Satisfactory review of a final implementation timeline and implementation budget (including startup costs, resource adequacy requirements, etc.);
- Receipt/satisfactory review of a near final drawn-down schedule for the implementation budget;
- In-person or virtual meeting with CEA and the Member Agencies to discuss its commitment to moving forward with launching CEA in FY 2021 and any major risks that could lead the CEA and the Member Agencies to terminate the program pre-launch to customers;
- CEA shall have adopted operating rules and regulations satisfactory to the Bank;
- Evidence that CEA shall have established policies around the funding of an operating reserve;
- CEA shall have delivered to the Bank copies of any Power Purchase Agreements;
- Evidence that the Bank has a security interest in the net revenues after payments to power providers and O&M payments;
- Completion of satisfactory legal documentation;
- Delivery of satisfactory opinions of counsel which will include counsel to CEA; and
- Board approval of the Facility and definitive documents.

In addition, JP Morgan will require CEA to comply with the following covenants:

- CEA shall establish an operating reserve sized at a minimum of 90 of operating costs which will be funded on a TBD schedule overtime (to be discussed upon finalizing the pro-forma model);
- CEA shall set rates to cover operating and debt service costs;
- CEA shall be required to maintain a minimum Debt Service Coverage ratio of 1.40x, tested quarterly on a rolling last twelve months basis of which such covenant may be waived at any time by the Bank;

- CEA may not issue any new debt during the term of the Facility other than an upsize of this Facility as referenced in “Facility Amount” above and/or any additional increments above the total Facility Amount to be approved by the Bank debt or other than the Member Agency Subordinate Loans.

The covenants related to setting rates to cover operating and debt service costs and Debt Service Coverage ratio may limit the Boards flexibility to set rates to provide customers a discount on generation costs compared to SDG&E.

Option 2 – River City Bank	
Credit Facility	Nonrevolving Line of Credit (NRLOC)/Revolving Line of Credit (RLOC)
Amount	\$2,500,000 NRLOC \$1,500,000 RLOC (\$500,000 CAISO deposit not included; would require separate loan from 3 rd party such as Calpine Energy Solutions)
Term	2 years with option to convert both NRLOC and RLOC to term loan for up to an additional 3 years
Security	\$2.5M NRLOC secured by one of the following options: 1) Guarantee from one or all of the JPA Members or other creditworthy party 2) Cash Collateral for 100% of NRLOC loan amount 3) Combination of guarantees and cash collateral at levels acceptable to RCB
Interest Rate	NRLOC - One-month US Treasury Bill yield plus 2.5% subject to a 3.00% floor RLOC - One-month US Treasury Bill yield plus 3.0% subject to a 3.50% floor Term Loan – 3-Year US Treasury Note yield plus 3.00% subject to a 3.50% floor
Loan Fees	\$15,000
Total Estimated Interest & Fees over five years	Estimated \$460,000 over 5-year period

The River City Bank option would require a separate loan from a 3rd party, such as Calpine Energy Solutions, to provide the total funding need of \$4.5M. The chart below summarizes the terms and cost of the Calpine Energy Solutions loan.

Option 2a – Calpine	
Credit Facility	Cash Advance
Amount	\$500,000 (offer up to \$650,000)
Term	Principal and accrued interest repayment to begin within 90 days of serving customers with

	full reimbursement made on or before fifteen months of serving customers.
Security	None
Interest Rate	1-Month LIBOR plus 2% up to maximum 5%
Loan Fees	None
Total Interest & Fees over three years	Estimated \$9,375
TOTAL ESTIMATED INTEREST & FEES RCB & CALPINE	\$469,375

The RCB/Calpine credit solution estimated total interest and fees are \$105,000 lower than the credit solutions from JP Morgan. However, RCB requires either a guarantee or 100% cash collateral for the \$2.5M NRLOC portion. CEA would need one or all of the member agencies, or a creditworthy party, to provide the necessary security in order for CEA to move forward with RCB.

FISCAL IMPACT

The following updated base pro forma scenario (50% renewable/50% carbon free default energy and rate parity with SDG&E) reflects the impact of the Option 1 financing with JP Morgan:

Annual DRAFT Pro Forma Projections for a Community Choice Aggregation Program - Base - JPMorgan Credit Solution Clean Energy Alliance						
Fiscal Year Ending:	2020	2021	2022	2023	2024	2025
I. Revenue	-	9,913,235	69,767,349	71,127,161	72,508,987	73,913,166
II. Operating Expenses						
Power Supply	-	8,988,017	60,976,876	59,978,716	61,512,028	62,261,087
Staff	50,000	120,000	600,000	618,000	636,540	655,636
Administrative Costs*	253,000	1,223,938	2,459,148	2,497,813	2,558,347	2,616,275
Subtotal Operating Expenses	303,000	10,331,956	64,036,023	63,094,529	64,706,915	65,532,998
Operating Margin	(303,000)	(418,721)	5,731,326	8,032,632	7,802,071	8,380,167
III. Financing						
Interest	-	197,288	182,250	195,750	-	-
Principal	-	450,000	-	4,500,000	-	-
Subtotal Financing	-	647,288	182,250	4,695,750	-	-
Operating Margin Less Financing	(303,000)	(1,066,009)	5,549,076	3,336,882	7,802,071	8,380,167
IV. Cash From Financing	450,000	4,500,000	-	-	-	-
V. Other Uses						
CPUC and CAISO Deposits	147,000	500,000	-	-	-	-
Collateral Deposits	0	2,500,000	-	-	-	-
Reserve Additions	-	495,662	3,488,367	3,556,358	3,625,449	3,695,658
Subtotal Other Uses	147,000	3,495,662	3,488,367	3,556,358	3,625,449	3,695,658
VI. Net Surplus/(Deficit)	-	(61,671)	2,060,708	(219,476)	4,176,622	4,684,509
VII. Cumulative Reserve	-	495,662	3,984,029	7,540,387	11,165,837	14,861,495
VIII. Cumulative Net Surplus	-	(61,671)	1,999,038	1,779,561	5,956,183	10,640,692
* Comprised of Technical and Legal Services, Customer Outreach and Communications, Utility Services Fees, Data Management Services, Uncollectibles						

Pursuant to the JP Morgan term sheet, the RLOC is due and payable at the end of three years, assuming the RLOC is executed in July 2020, repayment would be due July 2023 (utilizing net revenues realized through June 30, 2023). Based on the projected interest rates, annual net deficits are projected in FY 2021 and 2023, to be addressed with funds from operating reserves in FY 2021 and cumulative net surplus in 2023. After repayment it is projected CEA cumulative operating reserve would be \$7.5M and cumulative net surplus \$1.780M.

The base pro-forma scenario below reflects the impact of the Option 2 financing with RCB/Calpine:

Annual DRAFT Pro Forma Projections for a Community Choice Aggregation Program - Base RCB/Calpine Credit Solution Clean Energy Alliance						
Fiscal Year Ending:	2020	2021	2022	2023	2024	2025
I. Revenue	-	9,913,235	69,767,349	71,127,161	72,508,987	73,913,166
II. Operating Expenses						
Power Supply	-	8,988,017	60,976,876	59,978,716	61,512,028	62,261,087
Staff	50,000	120,000	600,000	618,000	636,540	655,636
Administrative Costs*	253,000	1,223,938	2,459,148	2,497,813	2,558,347	2,616,275
Subtotal Operating Expenses	303,000	10,331,956	64,036,023	63,094,529	64,706,915	65,532,998
Operating Margin	(303,000)	(418,721)	5,731,326	8,032,632	7,802,071	8,380,167
III. Financing						
Interest	-	123,333	146,250	116,038	69,822	22,280
Principal	-	450,000	500,000	1,287,015	1,332,791	1,380,194
Subtotal Financing	-	573,333	646,250	1,403,053	1,402,613	1,402,474
Operating Margin Less Financing	(303,000)	(992,054)	5,085,076	6,629,579	6,399,458	6,977,693
IV. Cash From Financing	450,000	4,500,000	-	-	-	-
V. Other Uses						
CPUC and CAISO Deposits	147,000	500,000	-	-	-	-
Collateral Deposits	0	2,500,000	-	-	-	-
Reserve Additions	-	495,662	3,488,367	3,556,358	3,625,449	3,695,658
Subtotal Other Uses	147,000	3,495,662	3,488,367	3,556,358	3,625,449	3,695,658
VI. Net Surplus/(Deficit)	-	12,284	1,596,708	3,073,221	2,774,009	3,282,035
VII. Cumulative Reserve	-	495,662	3,984,029	7,540,387	11,165,837	14,861,495
VIII. Cumulative Net Surplus	-	12,284	1,608,993	4,682,213	7,456,222	10,738,257
* Comprised of Technical and Legal Services, Customer Outreach and Communications, Utility Services Fees, Data Management Services, Uncollectibles						

The pro-forma above reflects the impact of the RCB NRLOC and RLOC converting to a term loan in year three and being repaid in FY 2025 and repayment of the Calpine loan in FY 2022 pursuant to the terms of the two financings. With Option 2 CEA annual net surplus remains in the positive through 2025.

Based on the impact to the CEA pro-forma and covenants related to the JP Morgan unsecured financing, staff recommends the Board authorize to reach out and discuss whether there is any possibility of providing the security requirements for the RCB secured financing solution.

ATTACHMENTS: None.

SAMPLE - NON REVOLVING CREDIT GUARANTY

This NON REVOLVING CREDIT GUARANTY (this “*Guaranty*”) is made effective as of _____ by the [] (“*Guarantor*”) to and for the benefit of River City Bank (“*Lender*”).

RECITALS

A. Pursuant to a certain Credit Agreement dated as of [] (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and between [] (“*Borrower*”) and Lender, Lender has agreed to extend credit to Borrower. Capitalized terms used but not defined herein have the meanings ascribed to them in the Credit Agreement.

B. It is a requirement under Section [] of the Credit Agreement that Guarantor shall execute and deliver this Guaranty to Lender.

C. This Guaranty is given by Guarantor to guaranty all Obligations of Borrower under the Non Revolving Credit in accordance with the terms of the Credit Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor hereby agrees as follows:

1. Guaranty. (a) To induce Lender to make Advances upon the terms and conditions set forth in the Credit Agreement, and in consideration thereof, Guarantor hereby unconditionally and irrevocably severally (based on Guarantor’s percentage responsibility set forth on Exhibit A attached hereto (each a “*Guarantor’s Share*”)) (i) guarantees to Lender and its successors, transferees and assigns, the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) and at all times thereafter of all Obligations of Borrower (including amounts which would become due but for the operation of the automatic stay under Section 362(a) of the United States Bankruptcy Code, as amended, or any state bankruptcy statute) under the Non Revolving Credit; and (ii) agrees to pay any and all reasonable expenses (including reasonable attorneys’ fees and costs and expert witnesses’ fees and expenses) which may be paid or incurred by Lender in enforcing any rights with respect to the Obligations and/or enforcing any rights under this Guaranty (collectively, the “*Guaranteed Obligations*”).

(b) Guarantor agrees that this Guaranty constitutes a guaranty of payment when due and not of collection and waives any right to require that Lender resort to any security held for payment of any of the Guaranteed Obligations or to any balance of any deposit account or credit on the books of Lender in favor of Borrower or any other Person.

(c) No payment or payments made by Borrower or any other Person or received or collected by Lender from any other Person by virtue of any action or proceeding or any setoff or appropriation or application at any time or from time to time in reduction of or in payment of the Guaranteed Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of Guarantor hereunder which shall, notwithstanding any such payment or payments other than payments made to Lender by Guarantor or payments received or collected by Lender from Guarantor, remain liable for **Guarantor's Share** of the Guaranteed Obligations until the Guaranteed Obligations are indefeasibly paid in full in cash or cash equivalents.

(d) Guarantor understands, agrees and confirms that this is a guaranty of payment when due and not of collection and that Lender may, from time to time, enforce this Guaranty up to the full amount of **Guarantor's Share** of the Guaranteed Obligations owed to Lender without proceeding against any other Person, against any security for the Guaranteed Obligations, against any other guarantor or under any other guaranty covering the Guaranteed Obligations.

2. Waiver by Guarantor. Until the payment and satisfaction in full of all Guaranteed Obligations and the expiration or termination of any commitment to lend by Lender under the Credit Agreement, Guarantor hereby absolutely and irrevocably waives any claim that it may have against Borrower or any of its Affiliates by reason of any payment to Lender, or to any other Person pursuant to or in respect of this Guaranty, including any claims by way of subrogation, contribution, reimbursement, indemnity or otherwise.

Guarantor further agrees that Guarantor's liability as guarantor shall not be impaired or affected by any modifications, renewals or extensions of the time for any payment under the Credit Agreement, with or without the knowledge or consent of Guarantor, or by any forbearance or delay in collecting interest or principal under the Credit Agreement, or by any waiver by Lender under the Credit Agreement or any other Loan Documents, or by Lender's failure or election not to pursue any other remedies it may have against Borrower or Guarantor, or by any change or modification in the Credit Agreement or any other Loan Document, or by the acceptance by Lender of any additional security or any increase, substitution or change therein, or by the release by Lender of any security or any withdrawal thereof or decrease therein, or by the application of payments received from any source to the payment of any obligation other than the indebtedness even though Lender might lawfully have elected to apply such payments to any part or all of the indebtedness (in which case Guarantor will be automatically released), or by the failure or invalidity of, or any defect in, the Credit Agreement, or by any legal disability or other defense of Borrower, or by the cessation, limitation or termination from any cause whatsoever of any of the Obligations under the Credit Agreement, except upon payment in full of the indebtedness (in which case Guarantor will be automatically released), or by Borrower's application of the proceeds of Advances for purposes other than the purposes represented by Borrower to Lender or intended or understood by Lender or Guarantor, it being the intent hereof that Guarantor shall remain liable for **its ratable share** of the Guaranteed Obligations notwithstanding any act or thing that might otherwise operate as a legal or equitable discharge of a surety. Guarantor hereby waives any and all rights or defenses based on, and understands and agrees that Guarantor's liability as guarantor shall not be impaired or affected by, an election of remedies by Lender,

even if an election of remedies, such as a non-judicial foreclosure with respect to security for a guaranteed obligation, has destroyed Guarantor's rights of subrogation and reimbursement against the principal by the operation of Section 580d of the California Code of Civil Procedure or otherwise, or the foreclosure of any of the security for the Advances, or Guarantor's right to a fair value hearing under Section 580a of the California Code of Civil Procedure, it being intended that this Guaranty shall survive the realization upon any of the security for the Advances, including without limitation the security described in the Security Agreement, including without limitation non-judicial foreclosure, where applicable, and notwithstanding any defense, right, or claim that any such foreclosure satisfied the obligations secured thereby. Guarantor agrees that the payment of all sums payable under the Credit Agreement or any of the other Loan Documents or any part thereof or other act which tolls any statute of limitations applicable to the Credit Agreement or the other Loan Documents shall similarly operate to toll the statute of limitations applicable to Guarantor's liability hereunder. Without limiting the generality of the foregoing or any other provision hereof, Guarantor expressly waives to the extent permitted by law any and all rights and defenses that Guarantor may have if the Indebtedness is secured by real property. This means, among other things: (1) Lender may collect from Guarantor without first foreclosing on any security for the Advances (whether such security is real or personal property) pledged by Borrower; and (2) if Lender forecloses on any real property security pledged by Borrower (including without limitation the real property described in a Deed of Trust), (A) the amount of the Indebtedness may be reduced only by the price for which that security is sold at the foreclosure sale, even if the security is worth more than the sale price, and (B) Lender may collect from Guarantor even if Lender, by foreclosing on the real property security, has destroyed any right Guarantor may have to collect from Borrower. This is an unconditional and irrevocable waiver of any rights and defenses Guarantor may have if Borrower's debt is secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based upon Section 580a, 580b, 580d, or 726 of the California Code of Civil Procedure, and/or Sections 2787 to 2855, inclusive, 2899 and 3433 of the California Civil Code, or any of such sections. Guarantor further understands and agrees that Lender may at any time enter into agreements with Borrower to amend and modify the Credit Agreement or other Loan Documents, and may waive or release any provision or provisions thereof, and, with reference to such instruments, may make and enter into any such agreement or agreements as Lender and Borrower may deem proper and desirable, without in any manner impairing or affecting this Guaranty or any of Lender's rights hereunder or Guarantor's obligations hereunder.

3. Consent by Guarantor. Guarantor hereby consents and agrees that, without the necessity of any reservation of rights against Guarantor and without notice to or further assent by Guarantor, any demand for payment of any of the Guaranteed Obligations made by Lender may be rescinded by Lender and any of the Guaranteed Obligations continued, and the Guaranteed Obligations, or the liability of any other party upon or for any part thereof, or any collateral security or guaranty therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by Lender; and the Credit Agreement or other guaranty or documents in connection therewith, or any of them, may be amended, modified, supplemented or terminated, in whole or in part, as Lender may deem advisable from time to time; and any guaranty or right of offset may be sold, exchanged, waived, surrendered or

released, all without the necessity of any reservation of rights against Guarantor and without notice to or further assent by Guarantor, which will remain bound hereunder, notwithstanding any such renewal, extension, modification, acceleration, compromise, amendment, supplement, termination, sale, exchange, waiver, surrender or release. Lender shall have no obligation to protect, secure, perfect or insure any property at any time held as security for the Guaranteed Obligations. When making any demand hereunder against Guarantor, Lender may, but shall be under no obligation to, make a similar demand on Borrower, any other Person who at any time guarantees or pledges any assets to secure the Guaranteed Obligations, or any one or more of them (a “*Credit Party*”) or any such other guarantor, and any failure by Lender to make any such demand or to collect any payments from such other Credit Party or any such other guarantor or any release of such other Credit Party or any such other guarantor or of Guarantor’s obligations or liabilities hereunder shall not impair or affect the rights and remedies, express or implied, or as a matter of law, of Lender against Guarantor hereunder. For the purposes hereof “demand” shall include the commencement and continuance of any legal proceedings.

4. Waivers; Successors and Assigns. Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by Lender upon this Guaranty or acceptance of this Guaranty, and the Guaranteed Obligations shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Guaranty, and all dealings between Guarantor and any other Credit Party, on the one hand, and Lender, on the other hand, shall likewise be conclusively presumed to have been had or consummated in reliance upon this Guaranty. Guarantor waives diligence, presentment, protest, demand for payment and notice of default or non-payment to or upon any Credit Party or Guarantor with respect to the Guaranteed Obligations. This Guaranty shall be construed as a continuing, absolute and unconditional guaranty of payment without regard to the validity, regularity or enforceability of the Credit Agreement, the other Loan Documents, any of the Guaranteed Obligations or any guaranty therefor or right of offset with respect thereto at any time or from time to time held by Lender and without regard to any defense (other than the defense of payment), set-off or counterclaim which may at any time be available to or be asserted by any Credit Party against Lender, or by any other circumstance whatsoever (with or without notice to or knowledge of Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Guaranteed Obligations, or of Guarantor under this Guaranty, in bankruptcy or in any other instance, and the obligations and liabilities of Guarantor hereunder shall not be conditioned or contingent upon the pursuit by Lender or any other Person at any time of any right or remedy against any Credit Party or against any other Person which may be or become liable in respect of all or any part of the Guaranteed Obligations or against any collateral security or Guaranty therefor or right of offset with respect thereto. Lender shall have no obligation whatsoever to seek payment of the Guaranteed Obligations from Borrower in the event an Event of Default has occurred and is continuing. This Guaranty shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon Guarantor and the successors and assigns thereof, and shall inure to the benefit of Lender and its successors, transferees and assigns (including each holder from time to time of Guaranteed Obligations), until all of the Guaranteed Obligations and the obligations of Guarantor under this Guaranty shall have been satisfied by indefeasible payment in full in cash or cash equivalents, notwithstanding that

from time to time during the term of the Credit Agreement any Credit Party may be released from all of its Guaranteed Obligations thereunder.

5. Effectiveness; Reinstatement. This Guaranty shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Guaranteed Obligations is rescinded or must otherwise be restored or returned by Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Credit Party, or upon or as a result of the appointment of a receiver, intervenor, conservator, trustee or similar officer for any Credit Party or any substantial part of its property, or otherwise, all as though such payments had not been made.

6. Payments of Guaranteed Obligations. Guarantor hereby guarantees that **its Guarantor's Share** of the Guaranteed Obligations will be paid for the benefit of Lender without set-off or counterclaim in lawful currency of the United States of America at the office of Lender located at 2485 Natomas Park Drive, Sacramento, California 95833. Guarantor shall make any payments required hereunder within five (5) business days of receipt of written notice thereof from Lender.

7. Representations and Warranties. To induce Lender to enter into the Credit Agreement and to make the Advances thereunder, Guarantor represents and warrants to Lender that, as to Guarantor, the following statements are true, correct and complete on and as of the date hereof:

(a) Organization and Qualification; Authority; Consents. Guarantor is a City or County duly organized, validly existing under and operating pursuant to the laws of the State of California, has full and adequate power to own its Property and conduct its business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the Property owned or leased by it requires such licensing or qualifying unless the failure to be so licensed or qualified would not have a material adverse effect on its business, operations or assets. Guarantor has full right and authority to enter into this Guaranty and to perform each and all of the matters and things herein provided for; and this Guaranty does not, nor does the performance or observance by Guarantor of any of the matters or things herein or therein provided for, contravene any provision of law or any organizational document of Guarantor or any covenant, indenture or agreement of or affecting Guarantor or any of its Properties. The execution, delivery, performance and observance by Guarantor of this Guaranty and any other instruments and documents executed by Guarantor in connection with this Guaranty do not and, at the time of delivery hereof, will not require any consent or approval of any other Person, other than such consents and approvals that have been given or obtained.

(b) Legal Effect. This Guaranty constitutes a legal, valid and binding agreement of Guarantor, enforceable in accordance with its terms, subject to laws relating to bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the application of equitable remedies if equitable remedies are sought.

(c) Litigation. There is no litigation or governmental proceeding pending against Guarantor, nor to the knowledge of Guarantor threatened in writing, which if adversely determined would result in any material adverse change in the financial condition, Properties, business or operations of Guarantor.

(d) Compliance with Laws. Guarantor is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to its Properties or business operations (including, without limitation, laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes and substances), non-compliance with which could have a material adverse effect on the financial condition, Properties, business or operations of Guarantor. Guarantor has not received notice to the effect that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental, health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, Properties, business or operations of Guarantor.

(e) Other Agreements. Guarantor is not in default under the terms of any covenant, indenture or agreement of or affecting Guarantor or any of its Properties, which default if uncured would have a material adverse effect on the financial condition, Properties, business or operations of Guarantor.

8. Covenants. Guarantor agrees that so long as any credit is available to or in use by Borrower under the Credit Agreement, except to the extent compliance in any case or cases is waived in writing by Lender:

(a) Financial Reports. Guarantor shall maintain a standard system of accounting in accordance with GAAP and shall furnish to Lender and its duly authorized representatives any publicly available information respecting the business and financial condition of Guarantor as Lender may reasonably request.

(b) Compliance with Laws. Guarantor shall comply in all respects with the requirements of all laws, rules, regulations, ordinances and orders applicable to or pertaining to its Properties or business operations, non-compliance with which could have a material adverse effect on the financial condition, Properties, business or operations of Guarantor or could result in a Lien upon any of its Property.

(c) Notices of Claims and Litigation. Guarantor shall promptly inform Lender in writing of (1) all material adverse changes in Guarantor's financial condition and (2) all existing litigation and all written threats of litigation, claims, investigations, administrative proceedings or similar actions affecting Guarantor which could materially affect the financial condition of Guarantor.

9. Expenses. If: (a) this Guaranty is placed in the hands of an attorney for collection or is collected through any legal proceeding; (b) an attorney is retained to represent Lender in

any bankruptcy, reorganization, receivership, or other proceedings affecting creditors' rights and involving a claim under this Guaranty; or (c) an attorney is retained to represent Lender in any proceedings whatsoever in connection with this Guaranty and Lender prevails in any such proceedings, then Guarantor shall pay to Lender (as the case may be) upon demand Guarantor's Share of all reasonable attorney's fees, costs and expenses incurred in connection therewith (all of which are referred to herein as "*Enforcement Costs*"), in addition to all other amounts due hereunder, regardless of whether all or a portion of such Enforcement Costs are incurred in a single proceeding brought to enforce this Guaranty as well as the other Loan Documents.

10. No Waiver. No failure to exercise and no delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other power or right. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

11. Notices. All notices, demands, instructions or other communications required or permitted to be given to or made upon any party hereto shall be given in accordance with the provisions of the Credit Agreement and at the address set forth therein or as provided on the signature page hereof.

12. Amendments, Waivers, etc. No provision of this Guaranty shall be waived, amended, terminated or supplemented except by a written instrument executed by Guarantor and Lender.

13. GOVERNING LAW. THIS GUARANTY SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

14. Counterparts. This Guaranty and any amendments, waivers, consents or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signatures appear on following page.]

City of []

By: _____

Its: _____

EXHIBIT A

GUARANTOR'S SHARE

<u>Guarantor</u>	<u>Guarantor's Share</u>
City of Carlsbad	90.0%
City of Del Mar	3.0%
City of Solana Beach	<u>7.0%</u>
Total	100%



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 8, 2020
ORIGINATING DEPT: City Manager's Office
SUBJECT: **Discuss and Consider a Resolution 2020-116 Supporting and Standing in Solidarity with Black Residents and Communities of Color in the City of Solana Beach**

BACKGROUND:

In response to oral communications at the City Council (Council) meeting on June 24, 2020, relating to the Black Lives Matter movement, City Council directed Staff to bring a resolution or proclamation showing support and standing in solidarity with the black residents and communities of color in the City of Solana Beach.

#BlackLivesMatter was founded in 2013 in response to the acquittal of George Zimmerman in the shooting death of Trayvon Martin. Black Lives Matter Foundation, Inc. is a global organization in the United States, United Kingdom and Canada. Its mission is to eradicate white supremacy and build local power to intervene in violence inflicted on Black communities by the state and vigilantes.

This item is before Council to consider adopting Resolution 2020-116 (Attachment 1) showing support and standing in solidarity with the black residents and communities of color in the City of Solana Beach.

DISCUSSION:

Recent deaths of George Floyd, Breonna Taylor and Tony McDade at the hands of police have incited nationwide protests demanding reform. These deaths, as well as others over the past several years, have brought questions, anger, protests and a push for an important public conversation about community relations for people of color.

COUNCIL ACTION:

In light of the current nationwide demand for a conversation relating to community relations for people of color, and Council's direction following oral communications at a recent City Council meeting, Staff has brought forward the attached resolution for City Council's discussion and consideration.

CEQA COMPLIANCE STATEMENT:

Not a project as defined in CEQA.

FISCAL IMPACT:

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

OPTIONS:

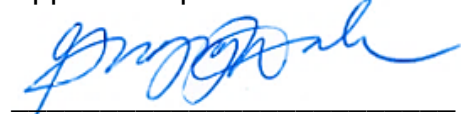
- Adopt Resolution 2020-116
- Do not adopt Resolution 2020-116

DEPARTMENT RECOMMENDATION:

Staff recommends the City Council discuss and consider Resolution 2020-116.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachment:

1. Resolution 2020-116

RESOLUTION 2020-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH STANDING IN SUPPORT AND SOLIDARITY WITH BLACK RESIDENTS AND COMMUNITIES OF COLOR IN THE CITY OF SOLANA BEACH [AND PROCLAIMING THAT BLACK LIVES MATTER]

WHEREAS, the Declaration of Independence defined the United States of America as a democracy based on the unalienable rights of life, liberty and the pursuit of happiness, and government by the consent of the people; and the 14th Amendment instilled equality of the races into the US Constitution; and

WHEREAS, from colonial slavery to Jim Crow laws to the modern criminal justice system, black people in this country have been brutalized and dehumanized for centuries; and

WHEREAS, recent national events involving police brutality and misconduct have spotlighted the continued systemic racism which has plagued America for centuries; and

WHEREAS, we as a nation have come together to mourn the loss of George Floyd and honor his memory. The unlawful, tragic, and unacceptable killing of George Floyd and many others at the hands of police have sparked mass protests and demonstrations; and

WHEREAS, on June 3rd, 2020, and June 5th, 2020, many residents of Solana Beach peacefully protested these acts, gathering at City Hall and Fletcher Cove Park to call for change and the elimination of systemic racism not only in Minneapolis, but in all communities in our nation; and

WHEREAS, the City of Solana Beach has joined the Building Welcoming Communities Campaign in recognition that by Welcoming All Residents we further strengthen our communities, and has further declared itself a City of Kindness; and

WHEREAS, we denounce violence of any kind against people and property, but we also recognize the urgency of this situation. Cities must take the lead in structural reform to ensure that black, brown, indigenous, and other communities of color are safe and equal members of society. Cities must take the lead in reaffirming public trust in law enforcement; and

WHEREAS, it is the responsibility of government to protect citizens, serve everyone, and uphold civil rights no matter who they are or where they come from. City officials must work to ensure that the rights of all people are upheld and respected. At this moment of reckoning, we are called upon to listen and to speak, to kneel and to stand, to reflect and to improve; and

WHEREAS, statements are important, but actions are critical. How we move forward will demonstrate our true intent and the sincerity of our respect and love for others. Recent events have provided this opportunity for growth, appreciating and embracing those in the Black community and other People of Color.

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

1. That the City Council stands in solidarity with its black residents and communities of color and proclaiming that Black Lives Matter.
2. That the City Council is committed to taking action and working with the San Diego County Sheriff's Department to implement reforms drawn from evidence-based recommendations such as those in the President's Task Force on 21st Century Policing Report, Campaign Zero, 8 Can't Wait, and more. These actions will include, but not be limited to:
 - a. Review law enforcement practices within its Sheriff's Department and dismantle biased systems that hurt our communities of color.
 - b. Be transparent while reviewing issues involving police misconduct and keep residents engaged and informed in the process. Community oversight is a crucial component in rebuilding trust between impacted communities and police departments.
 - c. Encourage the Sheriff's Department and all police departments to hire officers that reflect the diversity of the communities they serve.
 - d. Adopt the pillars of 21st Century Policing and evaluate Use of Force policies and practices in their department to ensure that all residents are being treated fairly and with dignity.

BE IT FURTHER RESOLVED that the City Council of the City of Solana Beach is committed to continuing this important conversation and creating safe spaces dedicated to listening about violence against black lives and communities of color and taking action to address concerns raised by citizen organizations and its residents.

PASSED AND ADOPTED this 8th day of July 2020, 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 –

JEWEL EDSON, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk