CITY OF SOLANA BEACH

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



AGENDA

Joint REGULAR Meeting Wednesday, August 22, 2018 * 6:00 P. M.

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

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

PUBLIC MEETING ACCESS

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

AGENDA MATERIALS

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

SPEAKERS

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

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 at least 72 hours prior to the meeting.

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

CITY COUNCILMEMBERS

David A. Zito, Mayor

Jewel Edson, Deputy Mayor Lesa Heebner, Councilmember Judy Hegenauer, Councilmember Peter Zahn, Councilmember

Gregory Wade City Manager Johanna Canlas City Attorney Angela Ivey City Clerk

SPEAKERS:

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

READING OF ORDINANCES AND RESOLUTIONS:

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

CALL TO ORDER AND ROLL CALL:

CLOSED SESSION REPORT: (when applicable)

FLAG SALUTE:

APPROVAL OF AGENDA:

PROCLAMATIONS/CERTIFICATES: Ceremonial

None at the posting of this agenda

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

1. Santa Fe Irrigation District

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 <u>submitting a speaker slip</u> (located on the back table) to the City Clerk. Comments relating to items on this evening's agenda are taken at the time the items are heard. Pursuant to the Brown Act, no action shall be taken by the City Council on public comment items. Council may refer items to the City Manager for placement on a future agenda. The maximum time allotted for each presentation is THREE MINUTES (SBMC 2.04.190). Please be aware of the timer light on the Council Dais.

COUNCIL COMMUNITY ANNOUNCEMENTS / COMMENTARY:

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

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

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 June 23 – August 3, 2018.

Item A.1. Report (click here)

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

A.2. General Fund Adopted Budget for Fiscal Year 2018-2019 Changes. (File 0330-30)

Recommendation: That the City Council

1. Receive the report listing changes made to the Fiscal Year 2017-2018 General Fund Adopted Budget.

Item A.2. Report (click here)

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

A.3. Solana Beach Pump Station Construction Contract, Construction Management Services and Design Support Services. (File 1040-30)

Recommendation: That the City Council

1. Adopt **Resolution 2018-110**:

- a. Awarding the construction contract to PCL Construction, in the amount of \$4,297,603, for the Solana Beach Sewer Pump Station Upgrades, Bid 2018-02.
- b. Approving an amount of \$600,000 for construction contingency.
- c. Approving an amount of \$100,000 for groundwater dewatering contingency.
- d. Authorizing the City Manager to execute the construction contract on behalf of the City.
- e. Authorizing the City Manager to approve cumulative change orders up to the construction contingency and the groundwater dewatering contingency amounts.
- f. Authorizing the City Manager to execute a Professional Services Agreement with Valley Construction Management, in the amount of \$250,000, for construction management, inspection, and material and soil testing.
- g. Authorizing the City Manager to execute a Professional Services Agreement with Dudek, in the amount of \$145,306, for construction design support services.

Item A.3. Report (click here)

A.4. City-Wide Janitorial Services. (File 0700-20)

Recommendation: That the City Council

1. Adopt **Resolution 2018-093**:

- a. Authorizing the City Manager to execute a one year professional services agreement with Merchant Building Maintenance, in an amount not to exceed \$60,820, for Citywide Janitorial Services effective October 1, 2018.
- b. Authorizing the City Manager to extend the agreement for up to four additional years at the City's option in an amount not to exceed the amount budgeted each year.
- c. Authorizing an appropriation of \$8,620 from the General Fund/Undesignated Reserves to the Maintenance of Buildings and Grounds account in the Public Facilities Maintenance budget unit.
- d. Authorizing the City Treasurer to amend the FY 2018/19 Adopted Budget accordingly.

Item A.4. Report (click here)

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

A.5. Risk Management Contract for Worker Compensation Claims Administration. (File 0180-70)

Recommendation: That the City Council

1. Adopt **Resolution 2018-116**:

- a. Authorizing the City Manager to execute a one year agreement with Tri-Star for the period July 1, 2018 to June 30, 2019.
- b. Authorizing the City Manager to extend the agreement for up to four additional years at the City's option.

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. Crossing Guard Services. (File 0860-35)

Recommendation: That the City Council

1. Adopt **Resolution 2018-117**:

- a. Approving and ratifying the Amended Memorandum of Understanding with the Solana Beach School District for crossing guard services.
- b. Approving and ratifying the Amended Professional Services Agreement with ACMS to provide crossing guard services for one year with the option to extend the agreement for up to four additional one year terms.
- c. Appropriating \$29,620 to the Professional Services expenditure account in the Traffic Safety budget unit and \$19,253 to the Reimbursed Cost revenue account, both in the General Fund.
- d. Authorizing the City Treasurer to amend the FY 2018/19 Adopted Budget accordingly.

Item A.6. Report (click here)

A.7. Fire Department 800 MHz Replacement Radios. (File 0260-40)

Recommendation: That the City Council

1. Adopt **Resolution 2018-114**:

- a. Accepting \$12,243 in federal funds from a 2017 State Homeland Security Program (SHSP) grant awarded to the City of Solana Beach for the purchase of 800 MHz radios.
- Authorizing the Fire Chief, or his designee, to sign and submit the required California Governor's Office of Emergency Services Fiscal Year (FY) 2017 Grant Assurances (Attachment 2).
- c. Approving an appropriation of \$12,243 to the Federal Grant revenue account and the Minor Equipment expenditure account for the Fire Department both in the Public Safety Special Revenue fund.
- d. Authorizing the City Treasurer to amend the FY 2018/19 Adopted Budget accordingly.

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. Solana Beach Firefighters Association Memorandum of Understanding. (File 0530-30)

Recommendation: That the City Council

 Adopt Resolution 2018-111 approving the Fiscal Year (FY) 2018/19, FY 2019/20, FY 2020/21 and FY 2021/22 Memorandum of Understanding between the City of Solana Beach and the Solana Beach Firefighters' Association.

Item A.8. Report (click here)

A.9. Establishment of a Health Reimbursement Arrangement (HRA) for Retirees. (File 0520-50)

Recommendation: That the City Council

1. Adopt **Resolution 2018-115:**

- a. Authorizing the establishment of a Health Reimbursement Arrangement for Retirees (HRA) with Keenan and Associates for retirees from the City of Solana Beach and authorizing the City Manager to take any and all actions necessary to establish the HRA.
- b. Reaffirming that former employees who retired from the City of Solana Beach (City) and have a retirement date prior to December 31, 2006 shall receive a maximum of \$325 per month as a Retiree Health Benefit (RHB) for medical insurance premiums and other eligible health care expenses and authorizing this payment to the HRA account established for the retired employee. The HRA will be administered by a third party administrator (TPA) and the retired employee will be responsible for any monthly account maintenance fee(s).
- c. Reaffirming that City employees hired prior to January 1, 2007 and who retire from the City at a future date shall receive a maximum of \$290.00 per month as a RHB for medical insurance premiums and other eligible health care expenses and authorizing this payment to the HRA account established for the retired employee. The HRA will be administered by a TPA and the retired employee will be responsible for any monthly account maintenance fee(s).
- d. Reaffirming that if a City retiree elects to enroll in the CalPERS Retiree Health Plan, the City will subtract the required minimum PEMCHA contribution amount from the retiree's RHB and pay that amount to CalPERS directly. Any remaining RHB balance will be paid to the retiree as a reimbursement of the required premium for coverage under the CalPERS Retiree Health Plan. The reimbursement will be processed through the HRA.
- e. Authorizing for those retirees that do not elect to enroll in the CalPERS Retiree Health Plan, the contribution of the retiree's RHB amount to the retiree's HRA account.

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. Emergency Storm Drain Repair in Plaza Street at Acacia Avenue. (File 0850-40)

Recommendation: That the City Council

1. Receive the report regarding the emergency storm drain repairs.

Item A.10. Report (click here)

C. STAFF REPORTS: (C.1.)

Submit speaker slips to the City Clerk.

C.1. Lomas Santa Fe Corridor Improvement Project – Phase II Update. (File 0820-15)

Recommendation: That the City Council

- Consider adoption of Resolution 2018-112 authorizing the City Manager to execute an amendment to the Professional Services Agreement with STC Traffic, Inc., in the amount of \$2,500, to compensate STC for additional time spent on the public outreach portion of Phase II of the Lomas Santa Fe Corridor Improvement project.
- 2. Receive this Staff Report and public comments and provide input and direction to Staff as appropriate.

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.

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

B. PUBLIC HEARINGS: (B.1.)

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 <u>submitting a speaker slip</u> (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 designees 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: 850 Avocado Place Development Review Permit, Applicant: Seaview FA, LLC, Case 17-17-36. (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. 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 2018-113** conditionally approving a DRP to construct a new single-level, single-family residence with a detached two-car garage and perform associated site improvements on a vacant lot at 850 Avocado Place, Solana Beach.

Item B.1. Report (click here)

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

C. STAFF REPORTS: (C.2. - C.3.)

Submit speaker slips to the City Clerk.

C.2. Quarterly Investment Report for June 30, 2018 and Amended Quarterly Investment Reports for Previous Quarters. (File 0350-44)

Recommendation: That the City Council

1. Accepts and files the attached Cash and Investment Report for the quarter ended June 30, 2018 and Amended Cash and Investment Reports for the quarters ended September 30, 2017, December 31, 2017, and March 31, 2018.

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. Proposed Fire Mitigation and Park Development Impact Fees Calculation Nexus Report Consideration and Discussion. (File 0390-23)

Recommendation: That the City Council

1. Review the Nexus Report prepared by RCS and provide direction to Staff as to the next steps.

Item C.3. Report (click here)

WORK PLAN COMMENTS:

Adopted June 14, 2017

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 at the next regular meeting of the legislative body.

COUNCIL COMMITTEE REPORTS:

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

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

- a. Business Liaison Committee Zito, Edson.
- b. Fire Dept. Management Governance & Organizational Evaluation Edson, Hegenauer
- c. Highway 101 / Cedros Ave. Development Committee Edson, Heebner
- d. I-5 Construction Committee Zito, Edson.
- e. Parks and Recreation Committee Zito, Edson
- f. Public Arts Committee Hegenauer, Heebner
- g. School Relations Committee Hegenauer, Zahn
- h. Solana Beach-Del Mar Relations Committee Zito, Heebner

ADJOURN:

Next Scheduled Meeting is September 11th, Tuesday, Special Meeting instead of September 12th Regular Meeting

Always refer the City's website Event Calendar for updated schedule or contact City Hall. www.cityofsolanabeach.org 858-720-2425

AFFIDAVIT OF POSTING

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF SOLANA BEACH

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I, Angela Ivey, City Clerk of the City of Solana Beach, do hereby certify that this Agenda for the August 22, 2018 Council Meeting was called by City Council, Successor Agency to the Redevelopment Agency, Public Financing Authority, and the Housing Authority of the City of Solana Beach, California, was provided and posted on August 15, 2018 at 5:30 p.m. on the City Bulletin Board at the entrance to the City Council Chambers. Said meeting is held at 6:00 p.m., August 22, 2018, in the Council Chambers, at City Hall, 635 S. Highway 101, Solana Beach, California.

Angela Ivey, City Clerk City of Solana Beach, CA

UPCOMING CITIZEN CITY COMMISSION AND COMMITTEE MEETINGS:

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

- o **Budget & Finance Commission**
 - Thursday, September 20, 2018, 5:30 p.m. (City Hall)
- o Climate Action Commission
 - Wednesday, September 19, 2018, 5:30 p.m. (City Hall)
- o Parks & Recreation Commission
 - Thursday, September 13, 2018, 4:00 p.m. (Fletcher Cove Community Center)
- o **Public Arts Commission**
 - Tuesday, August 28, 2018, 5:30 p.m. (City Hall)
- o View Assessment Commission
 - Tuesday, September 18, 2018, 6:00 p.m. (Council Chambers)



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers

FROM: Gregory Wade, City Manager

MEETING DATE: August 22, 2018

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- 06/23/18	through 08/03/18	
Check Register-Disbursement F	Fund (Attachment 1)	\$ 2,331,213.00
Net Payroll	June 29, 2018	208,136.60
Federal & State Taxes	June 29, 2018	47,467.45
PERS Retirement (EFT)	June 29, 2018	41,620.38
Net Payroll	July 6, 2018	8,002.14
Federal & State Taxes	July 6, 2018	2,370.60
PERS Retirement (EFT)	July 6, 2018	163.11
Council Payroll	July 12, 2018	3,770.60
Federal & State Taxes	July 12, 2018	281.76
PERS Retirement (EFT)	July 12, 2018	537.73
Net Payroll	July 13, 2018	180,203.94
Federal & State Taxes	July 13, 2018	43,810.75
PERS Retirement (EFT)	July 13, 2018	41,620.38
Retirement Payroll	July 13, 2018	9,404.00
Net Payroll	July 27, 2018	220,929.02
Federal & State Taxes	July 27, 2018	54,738.91
PERS Retirement (EFT)	July 27, 2018	 41,620.38
TOTAL		\$ 3,235,890.75

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.

CITY COUNCIL ACTION:	

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

The register of demands for June 23, 2018 through August 3, 2018 reflects total expenditures of \$3,235,890.75 from various City funding sources.

WORK PLAN:

N/A

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

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

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.

Gregory Wade, City Manager

Attachments:

Check Register – Disbursement Fund

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CITY OF SOLANA BEACH, CA CHECK REGISTER - DISBURSEMENT FUND

PENTAMATION DATE: 08/03/2018 TIME: 13:46:57

SELECTION CRITERIA: transact.ck_date between '20180623 00:00:00.000' and '20180803 00:00:00.000' ACCOUNTING PERIOD: 2/19

PENTAMATION DATE: 08/03/2018 TIME: 13:46:57

CITY OF SOLANA BEACH, CA CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date between '20180623 00:00:00.000' and '20180803 00:00:00.000' ACCOUNTING PERIOD: 2/19

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PENTAMATION DATE: 08/03/2018 TIME: 13:46:57

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CITY OF SOLANA BEACH, CA CHECK REGISTER - DISBURSEMENT FUND

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	DESCRIPTION		ICMA PD 06/29/18	ICMA PD 06/29/18	RFND FCCC RENT 06/15	AS NEEDED REPAIR-JUN	PPD LEGAL-JUNE 18	UAL SPECIAL ASSESSMNT	MILE-07/31/17-5/30/18	TEMP HELP PE 04/13 TEMP HELP PE 04/20 TEMP HELP PE 04/27 TEMP HELP PE 05/11 TEMP HELP PE 05/11 TEMP HELP PE 04/27 TEMP HELP PE 04/20 TEMP HELP PE 04/20 TEMP HELP PE 04/20 TEMP HELP PE 06/08 TEMP HELP PE 06/08	STAFF & CAMPER SHIRTS	HHW-MAY	FIRE MIT STDY-PE06/13	RFND FCCC RENT 06/16	CO OFFICR 2C-PESTER WLDLND FRE TRM-PESTER	NOE HWY 101 PLN AMND	EMSSN FEE RNWL-W/PEN	GRP 7-12 04/17-06/15	UTILITIES 05/07-06/07 UTILITIES 05/07-06/07
	BUDGET UNIT		001	1 001	001	00165006570	001	7 00160006120	00155005550	00150005150 00150005150 00150005150 00150005150 00150005150 00150005150 00150005150 00150005150	25570007110	00165006520	3 21460006120	001	00160006120 00160006120	00155005550	00165006570	20475007520	00165006540 00165006530
	NAME		ICMA RETIREMENT TRUST-45	ICMA RETIREMENT TRUST-RH	JOHN KENTERA	LALLEY CONSTRUCTION	DEGAL SHIELD CORP	NORTH COUNTY DISPATCH (J	REGINA OCHOA	OPPICE TEAM INC. OFPICE TEAM INC.	PARROTT SCREEN PRINTG &	PSC, LLC	REVENUE & COST SPECIALIS	ROBERT JONES	RYAN PESTER RYAN PESTER	SAN DIEGO COUNTY RECORDE	SAN DIEGO COUNTY-APCD	SANTA FE IRRIGATION DIST	SDGRE CO INC
5 5	ISSUE DT VENDOR		06/28/18 11	06/28/18 3859	06/28/18 5438	06/28/18 2562	06/28/18 2102	06/28/18 66	06/28/18 5146	06/28/18 57 06/28/18 57 06/28/18 57 06/28/18 57 06/28/18 57 06/28/18 57 06/28/18 57 06/28/18 57	06/28/18 1531	06/28/18 1008	06/28/18 1040	06/28/18 5439	06/28/18 4681 06/28/18 4681	06/28/18 5299	06/28/18 3942	06/28/18 141	06/28/18 169 06/28/18 169
5	ACC'E CHECK NO	CHECK	92869	92870	92871	92872	92873	92874	92875	92876 92876 92876 92876 92876 92876 92876 92876 92876 92876	92877	92878	92879	92880	92881 92881 CHECK	92882	92883	92884	92885
	CASH AC	TOTAL C	1011	1011	1011	1011	1011	1011	1011	1011 1011 1011 1011 1011 1011 1011 101	1011	1011	1011	1011	1011 1011 TOTAL C	1011	1011	1011	1011

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CITY OF SOLANA BEACH, CA CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date between '20180623 00:00:00.000' and '20180803 00:00:00.000' ACCOUNTING PERIOD: 2/19 PENTAMATION DATE: 08/03/2018 TIME: 13:46:57

AMOUNT	6,622.11 393.64 413.41 17,708.56	106.00 12.19 118.19	45,725.52 993.92 497.04 571.68 991.00 48,779.16	220.00 550.00 2,295.00 3,190.00 6,255.00	360.00 1,187.29 1,439.48 2,093.77 5,080.54	40.00	18.86	181.20	19.78	19.27	135.59	200.00	425.00	62.64 76.30 127.16 139.88 152.60 173.65 337.65
SALES TAX	00.00	0.00	0000000	000000	00000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00000000
DESCRIPTION	UTLITIES-04/30-06/07 UTLITIES-04/30-06/07 UTLITIES-04/30-06/07	COURIER SVC-JUN COURIER SVC FUEL-JUN	9326-TRFC SGNL RPR TRAFFIC SGNL NAT-MAY TRAFFIC CALL OUT-MAY TRAFFIC CALL OUT-JUNE ST LIGHT REPAIR-MAY	1714.20/959 GENEVIEVE 9903 PROF SVC LCP-JUN 9926 PROF SVC SND-JUN 1714.29/SOL HGHLD-JUN	SEA PROF SVC-JAN SEA PROF SVC-APR SEA PROF SVC-MAR SEA PROF SVC-FEB	UNITED WY PD 06/29/18	MILEAGE- 04/18-06/22	NTC-DRFT EIR SOL HNLD	MILAGE-09/29-05/31	RE-ISSUE PR CK#47708	RE ISSUE PR CK#46589	CONCERT-07/05/18	I-SEWER CLEANING	AUTO FUEL 06/03-07/02
BUDGET UNIT	21100007600 00165006530 00165006540	12050005460 12050005460	20293266510 00165006540 00165006540 00165006540 21100007600	0 21355005550 0 45999036190 0 45099266190 0 21355005550	55000007750 55000007750 55000007750 5500007750	001	00150005200	N 00155005550	00155005550	001	001	250	V 50900007700	00170007110 00165006560 00165006510 00165006510 50900007700 00160006120 00160006140
NAME	SDG&E CO INC SDG&E CO INC SDG&E CO INC	SECTRAN SECURITY INC SECTRAN SECURITY INC	SIEMENS INDUSTRY, INC SIEMENS INDUSTRY, INC SIEMENS INDUSTRY, INC SIEMENS INDUSTRY, INC SIEMENS INDUSTRY, INC	SUMMIT ENVIRONMENTAL GRO SUMMIT ENVIRONMENTAL GRO SUMMIT ENVIRONMENTAL GRO SUMMIT ENVIRONMENTAL GRO	TOSDAL LAW FIRM TOSDAL LAW FIRM TOSDAL LAW FIRM TOSDAL LAW FIRM	UNITED WAY OF SAN DIEGO	AMY URUBURU	UT SAN DIEGO - NRTH COUN	TIFFANY WADE	ANNE RICHARD	LORN CANNON	STEVEN DENYES	AFFORDABLE PIPELINE SERV	ARCO GASPRO PLUS
ISSUE DT VENDOR	06/28/18 169 06/28/18 169 06/28/18 169	06/28/18 3909 06/28/18 3909	06/28/18 4281 06/28/18 4281 06/28/18 4281 06/28/18 4281 06/28/18 4281	06/28/18 3066 06/28/18 3066 06/28/18 3066 06/28/18 3066	06/28/18 5427 06/28/18 5427 06/28/18 5427 06/28/18 5427	06/28/18 12	06/28/18 4509	06/28/18 2097	06/28/18 5019	06/28/18 5443	06/28/18 1004	06/28/18 4898	07/12/18 1135	07/12/18 3704 . 07/12/18 3704 07/12/18 3704 07/12/18 3704 07/12/18 3704 07/12/18 3704 07/12/18 3704 07/12/18 3704
ACCT CHECK NO	92885 92885 92885 CHECK	92886 92886 CHECK	92887 92887 92887 92887 92887 CHECK	92888 92888 92888 92888 CHECK	92889 92889 92889 92889 CHECK	92890	92891	92892	92893	92894	92895	95856	92897	90 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CASH A	1011 1011 1011 TOTAL	1011 1011 TOTAL (1011 1011 1011 1011 1011 TOTAL (1011 1011 1011 1011 TOTAL 0	1011 1011 1011 1011 TOTAL 0	1011	1011	1011	1011	1011	1011	1011	1011	1011 1011 1011 1011 1011 1011

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PAGE NUMBER: 5 ACCTPA21			AMOUNT	406.93 642.18 2,493.22	172.15 186.03 13.06 42.75 413.99	-8 941.26 100,000.00 66 883.99 800.00 2,200.00 8,941.26 169,883.99	81.67	3,437.50	1,288.00 3,128.00 4,416.00	95.50	528.18	80.00	3,437,19 906.14 4,343.33	-6.94 13.57 13.93 13.93 13.93 13.61 149.30 302.05	565,67	85.00	72.00
			SALES TAX	0.00	000000	0000000	00.00	00.00	0.00	00.00	00.00	00.00	0.00	000000000000000000000000000000000000000	00.00	00.00	0.00
CA NT FUND	720180803 00:00:00.000		DESCRIPTION	AUTO FUEL 06/03-07/02 AUTO FUEL 06/03-07/02	9391012280 4/24-5/23 9391012280 4/24-5/23 9391012277 05/24-6/23 9391012279 05/24-6/23	9438 SKT PRK RTN-JUN 9438.10-SKATE PRK-JUN 9438.10-SKATE PRK-JUN 9438.10-SKATE PRK-JUN 9438.10-SKATE PRK-JUN 9438.8.10-SKATE PRK-JUN	PRINTER TONER	ON-CALL SVC-MAY	9926 SHLN MNT TSK#4 9926 SHLN MNT TSK#3	MUNI CODE UPDI-06/22	CTYINTRNT 06/19-07/18	CPR TRAINING	PRKNG CITE ADMIN-MAY PRKNG CITE ADMIN-MAY	RTRN-BOLT ANCHOR HAND SOAP MOUNT LIGHT CONTROL PRSR GAUGE/BRS JOINTS TANK RPR KIT SCREWS/HOSE END SPOUT BLT ANCHK/BALL VALVE TRASH CANS/GLOVES	FIRST AID SUPPLIES-MS	CPR TRAINING	SHIPPING 06/14/18 SHIPPING-6/22/18
OLANA BEACH, - DISBURSEME	' and		BUDGET UNIT	00165006520 00160006170	00160006120 00160006120 50900007700 00165006540	459 45994386510 45994386510 45994386510 45994386510	00150005450	00155005550	45099266190 45099266190	00150005150	00150005450	00170007110	00160006140 00160006140	00165006570 00165006570 00165006570 00165006570 00165006570 00165006570	25560006180	00170007110	00150005150 00150005150
· CITY OF S CHECK REGISTER	between '20180623 00:00:00.000		NAME	ARCO GASPRO PLUS ARCO GASPRO PLUS	AT&T CALNET 3 AT&T CALNET 3 AT&T CALNET 3 AT&T CALNET 3	CALIFORNIA SKATEPARKS CALIFORNIA SKATEPARKS CALIFORNIA SKATEPARKS CALIFORNIA SKATEPARKS CALIFORNIA SKATEPARKS	CDW GOVERNMENT INC	CITY PLACE PLANNING, INC	COASTAL FRONTIERS INC COASTAL FRONTIERS INC	CODE PUBLISHING COMPANY	COX COMMUNICATIONS INC	DANIELLE HSU	COUNTY OF SAN DIEGO COUNTY OF SAN DIEGO	DIXIELINE LUMBER CO INC DIXIELINE LUMBER CO INC	EMERGENCY MEDICAL PRODUC	ERENDIRA LITA	FEDEX FEDEX
	transact.ck_date 2/19	GENERAL FUND	ISSUE DT VENDOR	07/12/18 3704 07/12/18 3704	07/12/18 4832 07/12/18 4832 07/12/18 4832 07/12/18 4832	07/12/18 5441 07/12/18 5441 07/12/18 5441 07/12/18 5441 07/12/18 5441 07/12/18 5441	07/12/18 1561	07/12/18 4279	07/12/18 1491 07/12/18 1491	07/12/18 693	07/12/18 127	07/12/18 5444	07/12/18 5210 07/12/18 5210	07/12/18 134 07/12/18 134 07/12/18 134 07/12/18 134 07/12/18 134 07/12/18 134 07/12/18 134	07/12/18 825	07/12/18 5445	07/12/18 223 07/12/18 223
ATION 28/03/2018 13:46:57	ION CRITERIA: FING PERIOD:	FUND - 001 - G	ACCT CHECK NO	92898 92898 CHECK	92899 92899 92899 92899 CHECK	92900 92900 92900 92900 92900 92900 CHECK	92901	92902	92903 92903 CHECK	92904	92905	92906	92907 92907 CHECK	92908 92908 92908 92908 92908 92908 92908	92909	92910	92911 92911
PENTAMATION DATE: 08/03 TIME: 13:46	SELECTION (FL	CASH AC	1011 1011 TOTAL C	1011 1011 1011 1011 TOTAL C	1011 1011 1011 1011 1011 1011	1011	1011	1011 1011 TOTAL C	1011	1011	1011	1011 1011 TOTAL C	1011 1011 1011 1011 1011 1011 1011	1011	1011	1011

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PENTAMATION DATE: 08/03/2018 TIME: 13:46:57

CITY OF SOLANA BEACH, CA CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date between '20180623 00:00:00.000' and '20180803 00:00:00.000' ACCOUNTING PERIOD: 2/19

FOND	1 700	GENERAL FUND					
CASH ACCT C	CHECK NO	ISSUE DT VENDOR	NAME	BUDGET UNIT	DESCRIPTION	SALES TAX	AMOUNT
TOTAL CHECK						0.00	89.31
1011	92912	07/12/18 1792	HARRIS & ASSOC. INC.	21355005550	1714.08 101/DAHL EIR	0.00	28,182.50
1011 1011 TOTAL CHECK	92913	07/12/18 11 07/12/18 11	ICMA RETIREMENT TRUST-45 ICMA RETIREMENT TRUST-45	001 001	ICMA PD 07/12/18 ICMA PD 07/13/18	0.00	4,530.37 10,127.00 14,657.37
1011 1011 TOTAL CHECK	92914 92914	07/12/18 3859 07/12/18 3859	ICMA RETIREMENT TRUST-RH ICMA RETIREMENT TRUST-RH	001 001	ICMA PD 07/13/18 ICMA PD 07/06/18	0.00	1,925.68 338.36 2,264.04
1011	92915	07/12/18 4165	KANE BALLMER & BERKMAN	65278007810	SA PROF SVC PE 05/31	00.0	60.00
1011 1011 1011 TOTAL CHECK	92916 92916 92916	07/12/18 2287 07/12/18 2287 07/12/18 2287	KOPPEL & GRUBER PUBLIC F KOPPEL & GRUBER PUBLIC F KOPPEL & GRUBER PUBLIC F	20875007580 20875007580 21100007600	CRT ADMIN APR-JUN CRT ADMIN APR-JUN ST LGHT ADMIN APR-JUN	0.00 0.00 0.00 0.00	344.69 2,300.00 620.11 3,264.80
1011	92917	07/12/18 5298	MELINDA LUKIN	25055005570	CONCERT 07/12	00.0	1,000.00
1011	92918	07/12/18 2106	MIKHAIL OGAWA ENGINEERIN	00165006520	JURMP-JUN	00.00	5,572.67
1011 1011 TOTAL CHECK	92919 92919	07/12/18 5407 07/12/18 5407	PJ CASTORENA, INC. PJ CASTORENA, INC.	55000007750 55000007750	CCA MAILER-JUN CCA JNT RATE MLR	0.00	1,962.89 3,175.37 5,138.26
1011	92920	07/12/18 5391	NIELSEN MERKSAMER	00150005250	PROF SVC-MAY	0.00	21,280.55
1011 1011 1011 1011 1011 TOTAL CHECK	92921 92921 92921 92921 92921 92921	07/12/18 4522 07/12/18 4522 07/12/18 4522 07/12/18 4522 07/12/18 4522	NISSHO OF CALIFORNIA NISSHO OF CALIFORNIA NISSHO OF CALIFORNIA NISSHO OF CALIFORNIA NISSHO OF CALIFORNIA NISSHO OF CALIFORNIA	00165006530 00165006560 00155006570 20375007510 20875007580 00165006530	STREET LNDSCP SVC-MAY PRKS LNDSCP SVC-MAY PUBFAC LNDSCP SVC-MAY MID#33 LNDSCP SVC-MAY CRT LNDSCP SVC-MAY STREET LNDSCP SVC-MAY	000000000000000000000000000000000000000	522 50 8,109.24 1,255 53 2,888.92 1,698 34 648.39 15,062.92
1011 1011 1011 TOTAL CHECK	92922 92922 92922	07/12/18 1112 07/12/18 1112 07/12/18 1112	RANCHO SANTA FE SECURITY RANCHO SANTA FE SECURITY RANCHO SANTA FE SECURITY	00165006560 00165006560 00165006560	FIRE ALM MONTRNG-JUNE RESTRM LCK/UNLOCK-JUN ALARM MONITORING-JUN	0.00 0.00 0.00 0.00	25.00 515.00 174.50 714.50
1011	92923	07/12/18 416	REGIONAL COMMS SYS, MS 0	00160006120	CAP CODE-JUNE	00.00	32.50
1011 1011 1011 TOTAL CHECK	92924 92924 92924	07/12/18 257 07/12/18 257 07/12/18 257	SAN DIEGO COUNTY SHERIFF SAN DIEGO COUNTY SHERIFF SAN DIEGO COUNTY SHERIFF	21960006110 00160006110 001	LAW ENFORCEMENT-MAY LAW ENFORCEMENT-MAY CR TOW FEE-MAY	0.00 0.00 0.00 0.00	8,333.27 320,197.73 -930.07 327,600.93
1011 1011 1011	92925 92925 92925	07/12/18 141 07/12/18 141 07/12/18 141	SANTA FE IRRIGATION DIST SANTA FE IRRIGATION DIST SANTA FE IRRIGATION DIST	20475007520 00165006560 50900007700	GRP 6-01 06/02-07/02 005506-014 0602-0702 005506-014 0602-0702	0.00	8,002.72 170.33 510.99

CITY OF SOLANA BEACH, CA CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date between '20180623 00:00:00.000' and '20180803 00:00:00.000' ACCOUNTING PERIOD: 2/19 PENTAMATION DATE: 08/03/2018 TIME: 13:46:57

	AMOUNT	31.88 95.63 8,811.55	-93.49 1,366.51 1,273.02	778.50	536.90	2,450.00	40.00	128.35 65.58 51.01 188.28 190.08 623.30	2,158.83	118.25	499.00	334.98	199.60 242.23 542.23 590.63 105.81 105.81 105.81 106.46 218.99 218.99 218.99 218.99 218.99 3,40.77 3,40.77	1,150.00
	SALES TAX	0.00	00.00	00.00	0.00	00.00	00.00	000000	00.0	00.00	00.00	00.00		00.0
	DESCRIPTION	0011695-000 0602-0702 0011695-000 0602-0702	CR EXEMPT TAX-MAY AUTO FUEL-MAY	FD DUES PD 07/13/18	STA-ZORB HAZMAT CLNUP	PRSR WSH WLKS HWY 101	UNITED WY PD 07/13/18	PUB HRNG-1717.18 PUB NTC- CNCL ELECTN PUB HRNG-ORD 488 PUB HRNG-1717.19 DRP PUB HRNG-1714.08 EIR	9438.10-SKT PRK DSGN	FSA ADMIN-JUN	CHAMBERS TECH-JUN	MOBILE OFFC 6/15-7/14	W7830PT UPSTRS-MAR W7830PT UPSTRS-JUNE EXCESS CLR-02/21-3/21 EXCESS CLR-05/21-6/21 EXCESS BLK-02/1-3/21 EXCESS BLK-05/21-6/21 EXCESS BLK-05/21-6/21 D95CP PLNG LEASE-MAR EXCSS COPYS 2/21-3/21 EXCSS COPYS 5/21-6/30 W7830PT CLRKS-JUNE W7830PT CLRKS-JUNE W7830PT CLRKS-MARCH EXCESS CLR-2/21-3/21 EXCESS CLR-2/21-3/21 EXCESS CLR-2/21-3/21 EXCESS BLK-2/21-3/21 EXCESS BLK-5/21-6/21 EXCESS BLK-5/21-6/21	
	AME BUDGET UNIT	ANTA FE IRRIGATION DIST 00165006530 ANTA FE IRRIGATION DIST 00165006550	HELL FLEET MANAGEMENT 00160006120 HELL FLEET MANAGEMENT 00160006120	OLANA BEACH FIREFIGHTER 001	HE STATE CHEMICAL MFG C 00160006120	RIPLE S POWER CLEANING 00165006530	NITED WAY OF SAN DIEGO 001	SAN DIEGO - NRTH COUN 00155005550 SAN DIEGO - NRTH COUN 00150006150 SAN DIEGO - NRTH COUN 00150005150 SAN DIEGO - NRTH COUN 00155005550 SAN DIEGO - NRTH COUN 00155005550	AN DYKE LANDSCAPE ARCHI 45994386510	AGEWORKS 00150005400	ESTERN AUDIO VISUAL 00150005450	ILLIAMS SCOTSMAN, INC. 25560006180	EROX CORPORATION 00150005350	
GENERAL FUND	ISSUE DT VENDOR NA	07/12/18 141 SA 07/12/18 141 SA	07/12/18 153 SH 07/12/18 153 SH	07/12/18 13 SC	07/12/18 1978 TH	07/12/18 4651 TF	07/12/18 12 UN	07/12/18 2097 UT 07/12/18 2097 UT 07/12/18 2097 UT 07/12/18 2097 UT 07/12/18 2097 UT	07/12/18 3242 VA	07/12/18 3723 WA	07/12/18 4763 WE	07/12/18 5429 WI	07/12/18 37 XH 07/12/18 37 XH	
FUND - UND	CASH ACCT CHECK NO	1011 92925 1011 92925 TOTAL CHECK	1011 92926 1011 92926 TOTAL CHECK	1011 92927	1011 92928	1011 92929	1011 92930	1011 92931 1011 92931 1011 92931 1011 92931 TOTAL CHECK	1011 92932	1011 92933	1011 92934	1011 92935	1011 92936 1011 92936 1011 92936 1011 92936 1011 92936 1011 92936 1011 92936 1011 92936 1011 92936 1011 92936 1011 92936 1011 92936 1011 92936 1011 92936	TOTAL CHECK

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CITY OF SOLANA BEACH, CA CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date between '20180623 00:00:00.000' and '20180803 00:00:00.000' ACCOUNTING PERIOD: 2/19

PENTAMATION DATE: 08/03/2018 TIME: 13:46:57

	T.	36 19 55	0000	72 113 113 113 113 86	00.	50 72 22	00.	81	0.22000.000.000.000.000.000.000.000.000
	AMOUNT	10,363.34 34,342.19 44,705.5	300.00 300.00 160.00 760.00	2,283 199.0 165.1 165.1 165.1 161.1	1,500.0	2,437.5 5,470.7 7,908.2	20.0	89.88	4.6021 0.80521 0.80521
	SALES TAX	0.00	0.00	000000000000000000000000000000000000000	00.00	00.00	00.00	00.00	
	DESCRIPTION	D-SEWER CLEANING-6818 B-SEWER CLNING-51,257	18/19 MEMBR-4 ENG/PW 18/19 MEMBR-4 ENG/PW 18/19 MEMBR-4 ENG/PW	9391012278 5/24-6/23 9391012282 5/24-6/23 9391053641 5/24-6/23 939101275 5/24-6/23 9391053651 5/25-6/24 9391012281 5/25-6/23	GASB68 FY17 AUDIT	9905.02 PROF SVC-JUNE 9905.02 PROF SVC-MAY	LIVESCAN	TILLER	ACDNT PCKT CAMERAS TONER-RETURN IMPACT DRIVER RIN TOWELS DRY ERASE MARKERS RECORDED DOC COPIES RECORDED DOC COPIES RECORDED DOC COPIES BYY ERASE MARKERS COUNCIL SUPPLIES BIKE CELBRTN-REPRSHMT DRY ERASE MARKERS DRY ERASE MARKERS HOSTING DOMAINS-JUN ENRGY SYM-KING-06/04 WATER FOR PWI KL CORD ENRGY SYM-KING-06/04 CLOSED SESSION-5/30 CLOSED SESSION-5/30 CLOSED SESSION-6/13 COUNCIL SUPPLIES PRIME MEMBERSHIPP
	BUDGET UNIT	SERV 50900007700 SERV 50900007700	s AS 00165006510 s AS 00165006520 s AS 5090007700	00150005450 00150005450 00150005450 00160006150 00150005450 00150005450	c 00150005300	GROU 00150005300 GROU 00150005300	00150005400	00165006560	12050005460 25560006180 00160006120 00160006120 00165006170 00165006170 00160006170 00150005100 00150005200 00150005200 00150005200 00150005200 00150005200 00150005200 00150005200 00150005200 00150005200
	NAME	AFFORDABLE PIPELINE S AFFORDABLE PIPELINE S	AMERICAN PUBLIC WORKS AMERICAN PUBLIC WORKS AMERICAN PUBLIC WORKS	ATET CALNET 3	BARTEL ASSOCIATES, LLC	BAYSHORE CONSULTING G	NIKOLAS BERGUM	BJ'S RENTALS	US BANK
DNO 4 TANGE	ISSUE DT VENDOR	07/19/18 1135 07/19/18 1135	07/19/18 174 07/19/18 174 07/19/18 174	07/19/18 4832 07/19/18 4832 07/19/18 4832 07/19/18 4832 07/19/18 4832 07/19/18 4832	07/19/18 2526	07/19/18 5320 07/19/18 5320	07/19/18 5099	07/19/18 2424	07/19/18 1914 07/19/18 1914
TOO - TWO	ACCT CHECK NO	92938 92938 CHECK	92939 92939 92939 CHECK	92940 92940 92940 92940 92940 92940 92940	92941	92942 92942 CHECK	92943	92944	6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6
ч	CASH A	1011 1011 TOTAL	1011 1011 1011 TOTAL	1011 1011 1011 1011 1011 1011 TOTAL	1011	1011 1011 TOTAL	1011	1011	

PENTAMATION DATE: 08/03/2018 TIME: 13:46:57

CITY OF SOLANA BEACH, CA CHECK REGISTER - DISBURSEMENT FUND SELECTION CRITERIA: transact.ck_date between '20180623 00:00:00.000' and '20180803 00:00:00.000' ACCOUNTING PERIOD: 2/19

AMOUNT	14.63.4 115.40 115.40 115.70 17.00	197.10 20.00 21.52 28.18 30.00	330.00 441.00 45.00 46.56 53.33 65.33	881.05 881.05 886.106 99.77 99.77 99.75 99.33	99.99 1001.61 1001.64 1008.21 1108.21 1108.21 1108.21 1108.64 1108.64 1108.64 1108.64 1239.64 275.96
SALES TAX	0000000	<i></i>	000000000000000000000000000000000000000	<i></i>	
DESCRIPTION	ENRGY SYM-WADE-06/04 RUBBER FEET XL CORD CLOSED SESSION-6/13 SCHOOL REL MTG SCHOOL REL MTG CHAIR PAD	LAUNDRY DETERGENT ENRGY SYM-WADE-06/04 FURNITURE DOLLY JG TOWER SUPPLIES HAND SANITZR/SPNG/ICE APWA-GOLDBRG/BORROMEO USLA DUES-URUBURY	USLA DUES-MCPHEE ENRGY SYM-WADE-06/04 JG UNIFORM EMBROIDRY CONSTANT CONTACT-MAY 4 CLIPBOARDS COM CENTER SUPPLIES FOLDERS/CLIPBOARD/PPR BRUSH/CARMASH/GLASSES WALL SOAP DISPENSERS	Z SECURITY LICHTS CLOSED SESSION-5/30 TAPE/FOLDERS PHONE/LATCHNG VACUUM PARTS HOT SCHEDULES-JUN TUNNS BALLS/PATCHES CLOSED SESSION-6/13 PHONES FOR TOWERS	BIKE CELEBRIN-CAKE CLOSED SESSION-5/23 EMPLOYEE WARNING RPTS PENS/BINDER CLPS CURCUIT BREAKER ENRGY SYM-WADE-06/04 6 CLIPBOARDS ENRGY SYM-WADE-06/04 FARMA MEMBERSHIP PARMA MEMBERSHIP ENRGY SYM-WADE-06/04 SENIOR STAFF UNIFORMS PAINT ENRGY SYM-KING-06/04 RUBBER BANDS/PPR/LBLS ENRGY SYM-KING-06/04 ENRGY SYM-KING-06/04 ENRGY SYM-KING-06/04 ENRGY SYM-KING-06/04 ENRGY SYM-KING-06/04 ENRGY SYM-KING-06/04 ENGY SYM-KING-06/04 CCA MTG-WADE-6/20 CCA MTG-WADE-6/20
BUDGET UNIT	001 00160006120 00160006170 0015000520 0015000520 0015000520	00160006170 001 001 00160006170 25560006180 00160006170 00165006510	00160006170 001 2556006180 00150005450 25560006180 00170007110 2556006180 00160006120	00165006570 00150005100 00150005100 25560006120 00160006120 25560006180 00150005100	00165006510 00150005100 00150005150 00165006570 001 25560006180 001 1205005460 001 00165006540 001 00150005150 001 00150005150 001 001
NAME	US BANK US BANK US BANK US BANK US BANK US BANK	លលលលលលល			US BANK
ISSUE DT VENDOR	719/18 191 719/18 191 719/18 191 719/18 191 719/18 191 719/18 191	19/18 191 19/18 191 19/18 191 19/18 191 19/18 191 19/18 191	(19/18 191 (19/18 191 (19/18 191 (19/18 191 (19/18 191 (19/18 191 (19/18 191 (19/18 191 (19/18 191	110/18 191 110/18 191 110/18 191 110/18 191 110/18 191 110/18 191 110/18 191	07/19/18 1914 07/19/18 1914
ACCT CHECK NO	222222 202222 4444444	,	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	,	90 90 90 90 90 90 90 90 90 90 90 90 90 9
CASH AC	444444	1111111	70000000	0000000000	

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CITY OF SOLANA BEACH, CA CHECK REGISTER - DISBURSEMENT FUND

PENTAMATION DATE: 08/03/2018 TIME: 13:46:57 SELECTION CRITERIA: transact.ck_date between '20180623 00:00:00.000' and '20180803 00:00:00.000' ACCOUNTING PERIOD: 2/19

AMOUNT	284.00 307.92 332.61 343.72 385.22 481.56 488.85 525.00 525.00 525.00 525.10 614.29 617.45	169.75	500.77 110.47 1,166.10 1,777.34	1,200.00	4,455.00 6,297.50 10,752.50	3,173.00	2,117.46	400.00	200.00	41.60	65.00	675.00	1,609.68	480.00	3,983.50	50.40	48.40 61.09 39.13 40.66
SALES TAX		00.00	0.00	00.00	00.00	00.00	0.00	00.00	0.00	00.00	00.00	00.00	00.00	00.00	00.00	00.00	0.00
DESCRIPTION	SAFETY BLADE 4 TENTS TWLES/SOAP/CLNR/BAGS JG HATS 2483 SERVICE TOOLS/KNF/IMPCT DRV TOILET PPR DISPENSRS LCC EXPO-EDSON-9/12 LCC EXPO-WADE-9/12 UTV MAINT JR LFGD HATS	TOWELS/TOILET PAPER	REPLACEMENT PHONE USB-HDMI ADAPTER SERVER MAINTENANCE	IT MAINT SUPPORT-MAY	1714.08 AAT SOLANA 101 ON-CALL SVC-JUNE	STREET SWP-JUNE	PRKING CITATION FORMS	LIM-BACKGRND CHECK	CONCERTS-07/19/18	DRNKNG WTR SVC-JULY	ANIMAL DISPOSAL-JUNE	RIEMB-FIRE SCNC/KUITE	PRKNG TCKT ADMIN-JUNE	FINGERPRINT APP-JUNE	PRKNG CITE ADMIN-JUN	DEA FEES-BUSN CERTS	PAINT/BRUSH PLY WOOD/TILES PLYWOOD PANEL PAINT
BUDGET UNIT	00160006120 25560006180 00160006120 25560006180 25560006180 00165006570 001 001 25560006180	00160006170	1355005450 00150005450 00150005450	00150005450	21355005550 00155005550	00165006550	00160006140	00150005400	25055005570	00160006170	00160006130	00150005400	00160006140	00150005400	00160006140	001	00165006570 00165006570 00165006570 00165006570
NAME	US BANK	CAMEO PAPER & JANITORIAL	CDW GOVERNMENT INC CDW GOVERNMENT INC CDW GOVERNMENT INC	CITY OF DEL MAR	CITY PLACE PLANNING, INC	CLEAN STREET	CMS BUSINESS FORMS, INC	COLIN BAENZIGER AND ASSO	COLLIN ELLIOTT	CULLIGAN OF SAN DIEGO	D & D DISPOSAL INC	DARIN KUITE	DATATICKET INC.	DEPARTMENT OF JUSTICE	COUNTY OF SAN DIEGO	DIVISION OF THE STATE AR	DIXIELINE LUMBER CO INC DIXIELINE LUMBER CO INC DIXIELINE LUMBER CO INC DIXIELINE LUMBER CO INC
ISSUE DT VENDOR	07/19/18 1914 07/19/18 1914	07/19/18 101	07/19/18 1561 07/19/18 1561 07/19/18 1561	07/19/18 1295	07/19/18 4279 07/19/18 4279	07/19/18 2631	07/19/18 4437	07/19/18 3215	07/19/18 5454	07/19/18 2165	07/19/18 2629	07/19/18 2374	07/19/18 218	07/19/18 739	07/19/18 5210	07/19/18 4684	07/19/18 134 07/19/18 134 07/19/18 134 07/19/18 134
CHECK NO	92949 92949 92949 92949 92949 92949 92949 92949	92950	92951 92951 92951 iCK	92952	92953 92953 3CK	92954	92955	92956	92957	92958	92959	92960	92961	92962	92963	92964	92965 92965 92965 92965
CASH ACCT	1011 1011 1011 1011 1011 1011 1011 101	1011	1011 1011 1011 TOTAL CHECK	1011	1011 1011 TOTAL CHECK	1011	1011	1011	1011	1011	1011	1011	1011	1011	1011	1011	1011 1011 1011 1011

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CITY OF SOLANA BEACH, CA CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date between '20180623 00:00:00' and '20180803 00:00:00.000' ACCOUNTING PERIOD: 2/19

PENTAMATION DATE: 08/03/2018 TIME: 13:46:57

AMOUNT	154.39 1.93 13.57 20.78 31.47 411.42	1,486.70	1,625.00	2,062.50	500.00	609.81	306.56	500.00	1,928.97	200.00	283.14	500.00	38.15	793.75	228.46	500.00	44.62 24.22 22.95 643.88 510.00 44.77 397.50 1,687.94	90.00	640.00	140.00
SALES TAX	000000	00.00	00.00	00.0	00.0	0.00	00.00	00.00	0.00	00.00	0.00	0.00	0.00	0.00	00.0	00.00	000000000000000000000000000000000000000	0.00	0.00	0.00
DESCRIPTION	TRASH CANS/LINERS KEY CUT MAGNETIC PICK UP PAL CEMENT ALL OUTLET BOX/BATTERIES	MUTT-MITT CARTONS-23	PROF SVC-MAR-JUN	1714.29/661-781 NARDO	TEMP ART REIMBURSMNT	FORKLIFT-LFGRD TWRS	CAMP-12 HATS/1 JACKET	RFND: FCCC 7/7/18 DEP	1715.15 PROF SVC-JUNE	ANNUAL MBRSHP-IVEY	RECORDS STRG-JUNE	RFND-FCCC 06/30/18	MILEAGE-07/01/18	SEA POSTCARDS	SUNGLISS-SHOOK/MCPHEE	TEMP ART REIMBURSMNT	SNTA FE HILLS APR-JUN SAN ELJO HLLS APR-JUN ISLA VERDE APR-JUN OLD HGHWY 101 APR-JUN FIRE BENEFIT APR-JUN SO SOL SWR APR-JUN	AS NEEDED REPAIR-MAY	NTC OF ELEC TRANSLINS	PROF SERV PE 05/31/18 PROF SERV PE 05/31/18
BUDGET UNIT	00165006560 00165006570 00165006530 00165006560	00165006520	00150005200	21355005550	00170007100	00160006170	00170007110	001	21355005550	00150005150	00150005150	001	00165006560	55000007750	00160006170	00170007100	20475007520 20775007550 20575007530 20375007510 20375007510 20375007510 67685008560	00165006570	00150005150	00150005250 00150005250
NAME	DIXIELINE LUMBER CO INC	DOG WASTE DEPOT	DRO MANAGEMENT CONSULTAN	DUDEK & ASSOCIATES INC.	EARNEST W. PICK	EL CAMINO RENTAL	EMBROIDERY IMAGE	FORMAN WILLIAMS	HARRIS & ASSOC. INC.	INTERNT'L INSTIT. MUNICI	IRON MOUNTAIN	JENNY SCHALLIOL	JOSE GARCIA	JPW COMMUNICATIONS, LLC	KAENON, LLC	KITTY A NICHOLASON	KOPPEL & GRUBER PUBLIC F	LALLEY CONSTRUCTION	LANGUAGE LINK	MCDOUGAL LOVE ECKIS SMIT MCDOUGAL LOVE ECKIS SMIT
ISSUE DT VENDOR	07/19/18 134 07/19/18 134 07/19/18 134 07/19/18 134 07/19/18 134	07/19/18 5296	07/19/18 4989	07/19/18 269	07/19/18 5451	07/19/18 331	07/19/18 2462	07/19/18 5450	07/19/18 1792	07/19/18 1679	07/19/18 1075	07/19/18 5453	07/19/18 5098	07/19/18 5455	07/19/18 5035	07/19/18 5452	07/19/18 2287 07/19/18 2287 07/19/18 2287 07/19/18 2287 07/19/18 2287 07/19/18 2287	07/19/18 2562	07/19/18 5456	07/19/18 1130 07/19/18 1130
CHECK NO	92965 92965 92965 92965 92965	92966	92967	92968	92969	92970	92971	92972	92973	92974	92975	92976	92977	92978	92979	92980	92981 92981 92981 92981 92981 92981 CK	92982	92983	92984 92984
CASH ACCT	1011 1011 1011 1011 1011 TOTAL CHECK	1011	1011	1011	1011	1011	1011	1011	1011	1011	1011	1011	1011	1011	1011	1011	1011 1011 1011 1011 1011 1011 TOTAL CHECK	1011	1011	1011

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CITY OF SOLANA BEACH, CA CHECK REGISTER - DISBURSEMENT FUND

PENTAMATION DATE: 08/03/2018 TIME: 13:46:57

SELECTION CRITERIA: transact.ck_date between '20180623 00:00:00.000' and '20180803 00:00:00.000' ACCOUNTING PERIOD: 2/19

AMOUNT	262. 297. 5255. 542. 753. 972. 500. 595.	6,040.50 -6,040.50 -6,445.08 30,876.87	15.81	20.00	632.33	276.44	75.28 38.97 114.25	-32.12 913.61 1,138.43 1,142.00 1,156.28 4,318.20	592.63	501.01	375.00 250.00 250.00 250.00 250.00 250.00 250.00 250.00
SALES TAX		50000	00.0	00.0	00.0	00.0	0.00	000000	00.0	00.0	000000000000000000000000000000000000000
DESCRIPTION	PROF SERV PE 05/31/18	SERV FE SRVC PE (SERV PE (CCA MAILER-JUN	LIVESCAN	4 POINT-KEVLAR-BRKT	RPLC COUPLER SEASCAPE	MOUSE PAD/FOLDERS PENS/HIGHLGHTRS/SNTZR	TEMP HELP PE 06/15 TEMP HELP PE 06/01 TEMP HELP PE 06/29 TEMP HELP PE 06/29	LC-SKATE PARK	COLOR TONER-PLANNING	1717 34/652 STEVENS 1716.45/435-439 S CED 1717 10/301 W CLIFF 1717.19/982 AVOCADO 1717.23/809 SEABRIGHT 1717.36/850 AVOCADO 1717.20/729 BARBARA 1716.44/1058 SOLANA 1715.20/703 N RIOS 1716.30/635 CANYON 1718.06/346 GLENMONT 1717.42/456 S NARDO
BUDGET UNIT	ECKIS SMIT 00150005250	S SMIT	INC. 55000007750	00150005400	ENCY SERV 13560006120	ORNIA 00165006560	00150005350	00150005150 00150005150 00150005150 00150005150 00150005150	45994386510	INKJET, L 00155005550	LANDSCAPE 21355005550
NAME	MCDOUGAL LOVE EN MCDOUG	LOVE LOVE LOVE	PJ CASTORENA, II	MITCHELL OLIVER	MUNICIPAL EMERGENCY	NISSHO OF CALIFORNIA	OFFICE DEPOT INC	OFFICE TEAM INC. OFFICE TEAM INC. OFFICE TEAM INC. OFFICE TEAM INC.	ONE DAY SIGNS	1 STOP TONER &	PAMELA ELLIOTT
ISSUE DT VENDOR	07/19/18 1130 07/19/18 1130 07/19/18 1130 07/19/18 1130 07/19/18 1130 07/19/18 1130 07/19/18 1130 07/19/18 1130 07/19/18 1130	7/19/18 113 7/19/18 113 7/19/18 113	07/19/18 5407	07/19/18 5449	07/19/18 4708	07/19/18 4522	07/19/18 50 07/19/18 50	07/19/18 57 07/19/18 57 07/19/18 57 07/19/18 57 07/19/18 57	07/19/18 1377	07/19/18 54	07/19/18 4797 07/19/18 4797 07/19/18 4797 07/19/18 4797 07/19/18 4797 07/19/18 4797 07/19/18 4797 07/19/18 4797 07/19/18 4797 07/19/18 4797
CHECK NO	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	9229	92985	92986	92987	92988	92989 92989 CK	92990 92990 92990 92990 92990	92991	92992	3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3
CASH ACCT	1001 1001 1001 1001 1001 1001 1001 100	10000	1011	1011	1011	1011	1011 1011 TOTAL CHECK	1011 1011 1011 1011 TOTAL CHECK	1011	1011	1001 1001 1001 1001 1001 1001 1001 100

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PENTAMATION DATE: 08/03/2018 TIME: 13:46:57

CITY OF SOLANA BEACH, CA CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date between '20180623 00:00:00.000' and '20180803 00:00:00.000' ACCOUNTING PERIOD: 2/19

AMOUNT	250.00 250.00 375.00 375.00 4,375.00	1,321.66	30.00 30.00 30.00 30.00 35.00 45.00 51.00	90.609	28.94	78.00	324.00	6,237.50	236.26 136.32 112.80 388.57 85.08 112.80 112.80 112.80 5112.80 5112.80 102.57 1,027.96 430.15 1320.46 430.15 1350.46 85.08 86.08	3,186.00	375.00
SALES TAX	000000	00.00	000000000000000000000000000000000000000	00.00	0.00	00.00	00.0	00.00		00.00	00.00
DESCRIPTION	1711.05/500 BLK S SIE 1716.45/435-439 S CED 1718.04/208 PACIFIC 1718.18/231 N GRANADO	TRASH ABTHNT PE06/30	PEST CONTROL-JUN-FC PEST CONTROL-JUN-PW PEST CONTROL-JUN-MS PEST CONTROL-JUN-LC PEST CONTROL-JUN-FS PEST CONTROL-JUN-FS AS NEEDED PST CNTL-TP	POSTAGE MTR-4/30-7/29	DRINK WATER-JUNE	SERVICE-DOOR MAGNT-MS	ADMIN SVC-JUN	COST&FEE STDY-6/20/18	005506005 0502-070218 005506006 0502-070218 005506008 0502-070218 005506009 0502-070218 005506010 0502-070218 005506011 0502-070218 005506011 0502-070218 005506012 0502-070218 005506010 0502-070218 005506010 0502-070218 005506010 0502-070218 005506010 0502-070218 005506010 0502-070218 005506010 0502-070218 005506010 0502-070218 005506010 0502-070218 005506010 0502-070218 005506010 0502-070218 005506010 0502-070218	PRE EMPLYMENT SCREEN	SWAP SPEAKERS OUT
NAME BUDGET UNIT	PAMELA ELLIOTT LANDSCAPE 21355005550 PAMELA ELLIOTT LANDSCAPE 21355005550 PAMELA ELLIOTT LANDSCAPE 21355005550 PAMELA ELLIOTT LANDSCAPE 21355005550	PARTNERSHIPS WITH INDUST 00165006570	HABITAT PROTECTION, INC 00165006570	PITWEY BOWES GLOBAL FINA 00150005150	PURE FLO WATER-LC 00170007110	RANCHO SANTA FE SECURITY 00165006570	JEMNIFER REED 00150005350	REVENUE & COST SPECIALIS 00150005300	SANTA FE IRRIGATION DIST 00165006560 SANTA FE IRRIGATION DIST 20875007580	SHARP REES-STEALY MEDICA 00150005400	SHULTZ AUDIO VIDEO 00160006170
ISSUE DT VENDOR	07/19/18 4797 07/19/18 4797 07/19/18 4797 07/19/18 4797	07/19/18 4767	07/19/18 5361 07/19/18 5361 07/19/18 5361 07/19/18 5361 07/19/18 5361 07/19/18 5361	07/19/18 113	07/19/18 3307	07/19/18 1112	07/19/18 4080	07/19/18 1040	07/19/18 141 07/19/18 141	07/19/18 156	07/19/18 5402
ACCT CHECK NO	92993 92993 92993 92993 CHECK	92994	92995 92995 92995 92995 92995 92995 CHECK	92996	92997	92998	92999	93000	93001 93001 93001 93001 93001 93001 93001 93001 93001 93001 93001 93001	93002	93003
CASH ACCT	1011 1011 1011 1011 TOTAL	1011	1011 1011 1011 1011 1011 1011 TOTAL	1011	1011	1011	1011	1011	10011 10111 10111 10111 10111 10111 10111 10111 10111 10111 10111	1011	1011

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CITY OF SOLANA BEACH, CA CHECK REGISTER - DISBURSEMENT FUND PENTAMATION DATE: 08/03/2018 TIME: 13:46:57

SELECTION CRITERIA: transact.ck_date between '20180623 00:00.000' and '20180803 00:00.000.000' ACCOUNTING PERIOD: 2/19

AMOUNT	772.50	21.53 28.86 100.36 112.13 238.29 48.48 549.65	44,267.50	3,975.00 140.00 4,115.00	80.00	76.00	2,150.00 1,250.00 1,250.00 600.00 5,250.00	24.29 5.80 5.80 11.60 11.60 11.62 11.62 11.63 114.03 114.03	5,375.00	2,000.00	6.54	600.00	3,000.00	13.06
SALES TAX	00.00	000000000000000000000000000000000000000	00.00	00.0	0.00	0.00	00000		00.00	0.00	00.00	00.00	00.00	00.00
DESCRIPTION	DAY CMP FLD TRP-07/11	FILE HOLDER POST ITS/FOLDERS PAPER/NOTE BOOKS/PNCL BINDERS PAPER LASER PRSNIN REMOTE	9382.01 LSF CORR-II	JANITORIAL SVC-JUN FCCC-04/29 & 05/12	CPR TRAINING	DIG ALERT-JUNE	2017 WSTWTR BND 2017 SWR REVENUE BNDS 2011 REFUND REV BOND 2017 TAX ALLOC BONDS	PW CELL 06/02-07/01 PW CELL 06/02-07/01 PW CELL 06/02-07/01 PW CELL 06/02-07/01 PW CELL X06/02-07/01 PW CELL X06/02-07/01 PW CELL 06/02-07/01 PW CELL 06/02-07/01 PW CELL 05/02-07/01 FIRE CELL 05/29-06/28 CODES CELL 5/29-06/28 IT CELL 05/24-06/23	9926 PROF SVC-JUN	COMM GRANT FY 18/19	MILEAGE 07/15/18	G-SEWER CLEANING	COMM GRANT FY 18/19	9391012277 4/24-5/23
BUDGET UNIT	. 25570007110	COMME 00150005300 COMME 00150005350 COMME 00150005350 COMME 00150005300 COMME 00150005200	45993826510	00165006570 00170007110	00170007110	OF 00165006510	50900007700 50900007700 50900007700 65278007820	00165006530 00165006520 21100007760 50900007700 00165006540 00165006510 00165006120 00160006120 00160006120 00150006120	ANT 45099266190	BR 00150005100	00165006560	SERV 50900007700	SA 00150005100	50900007700
NAME	SILVERADO STAGES, INC	STAPLES CONTRACT & CO STAPLES CONTRACT & CO STAPLES CONTRACT & CO STAPLES CONTRACT & CO STAPLES CONTRACT & CO	STC TRAFFIC, INC	T & T JANITORIAL, INC T & T JANITORIAL, INC	TIANNA DE LA PAZ	UNDERGROUND SVC ALERT	URBAN FUTURES INC URBAN FUTURES INC URBAN FUTURES INC	VERIZON WIRELESS-SD VERIZON WIRELESS-SD	WARWICK GROUP CONSULTANT	AAUW DEL MAR LEUCADIA	ABEL PEREZ	AFFORDABLE PIPELINE S	ASSISTANCE LEAG RNCHO	AT&T CALNET 3
ISSUE DT VENDOR	07/19/18 5431	07/19/18 1231 07/19/18 1231 07/19/18 1231 07/19/18 1231 07/19/18 1231	07/19/18 4840	07/19/18 4606 07/19/18 4606	07/19/18 5448	07/19/18 40	07/19/18 2896 07/19/18 2896 07/19/18 2896 07/19/18 2896	07/19/18 30 07/19/18 30 07/19/18 30 07/19/18 30 07/19/18 30 07/19/18 30 07/19/18 30 07/19/18 30 07/19/18 30 07/19/18 30	07/19/18 4844	07/26/18 5375	07/26/18 4711	07/26/18 1135	07/26/18 4800	07/26/18 4832
ACCT CHECK NO	93004	93005 93005 93005 93005 93005	93006	93007 93007 K	93008	93009	93010 93010 93010 93010 K	93011 93011 93011 93011 93011 93011 93011	93012	93013	93014	93015	93016	93017
CASH ACCT C	1011	1011 1011 1011 1011 1011 TOTAL CHECK	1011	1011 1011 TOTAL CHECK	1011	1011	1011 1011 1011 1011 TOTAL CHECK	1011 1011 1011 1011 1011 1011 1011 101	1011	1011	1011	1011	1011	1011

CITY OF SOLANA BEACH, CA CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date between '20180623 00:00:00.000' and '20180803 00:00:00.000' ACCOUNTING PERIOD: 2/19

PENTAMATION DATE: 08/03/2018 TIME: 13:46:57

	SALES TAX AMOUNT	0.00 42.62 0.00 55.68	0.00 27.25	0.00 5,000.00	0.00 225.00	0.00 5,000.00	0.00 360.69	0.00 55.95 0.00 91.61 0.00 147.56	0.00 0.75 0.00 4.77 0.00 5.52	0.00 5,000.00	0.00	0.00 1,080.00	0.00 2,400.00	0.00 717.75	0.00 968.71 0.00 450.76 0.00 1,419.47	0.00 2,000.00	0.00 13.57 0.00 45.45 0.00 51.85 0.00 110.87	0.00 200.00	0.00 50.00	0.00 589.30	0.00 412.50 0.00 137.50
	DESCRIPTION SA	9391012279 4/24-5/23	MILEAGE 07/18/18	COMM GRANTS FY18/19	BLDG STNDRDS SURCHRG	COMM GRANT FY 18/19	REPLACEMENT PHONE	FIRST AID SUPPLIES-PW FIRST AID SUPPLIES-CH	SDCOE CONSORTIUM-UUN SDCOE CONSORTIUM-NAY	COMM GRANT FY 18/19	PROPERTY PRO DATA	RE-ISSUE CK#092625	P.C. MAINTENANCE	SMIP FEES	MAINT 04/18-06/18 ELECT 04/18-06/18	COMM GRANT FY 18/19	WOOD FILLER GRSE GUN/SCRWDRV SET SAND DISK/FAN/ROLLER	PRK CONCERT 07/26/18	ELECTN NOTICE-TAGALOG	PROF SVC-JUNE	SPRVSR ACDMY-ABEL 8/7 SPRVSR ACDMY-ABEL 8/7
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CITY OF SOLANA BEACH, CA CHECK REGISTER - DISBURSEMENT FUND

PENTAMATION DATE: 08/03/2018 TIME: 13:46:57

SELECTION CRITERIA: transact.ck_date between '20180623 00:00:00.000' and '20180803 00:00:00.000' ACCOUNTING PERIOD: 2/19

CASH ACCT CHEC	CHECK NO	ISSUE DT VENDOR	NAME	BUDGET UNIT	DESCRIPTION SALES	ES TAX	AMOUNT
1011 93	93037	07/26/18 11	ICMA RETIREMENT TRUST-45	001	ICMA PD 07/27/18	. 0.00	9,503.17
1011 93	3038	07/26/18 3859	ICMA RETIREMENT TRUST-RH	001	ICMA PD 07/27/18	00.00	1,994.83
1011 93	3039	07/26/18 5459	JACOB DEAN CONSTRUCTION	001	RFND OVRPYMNT BUS CER	00.00	265.00
1011 93	3040	07/26/18 4134	KEN ONG & LIN SHAW	001	RFND- 1717.19/402 S R	0.00	1,977.00
1011 93	3041	07/26/18 5200	CHARLES MEAD	00160006120	DRIVER 1A 6/18-6/22	00.00	286.43
1011 1011 TOTAL CHECK	3042 3042	07/26/18 4738 07/26/18 4738	MEDICAL EYE SERVICES MEDICAL EYE SERVICES	001 00150005400	VISION JULY ROUNDING JULY	0.00	463.91 -0.22 463.69
1011 93	3043	07/26/18 5215	N. C. IMMIGRATION & CITI	00150005100	COMM GRANT FY 18/19	0.00	2,000.00
1011 93	3044	07/26/18 191	NAPA AUTO PARTS INC	00160006120	DIESEL EXHAUST FLUID	0.00	68.87
1011 93	3045	07/26/18 4557	NEWEGG, INC	13550005450	DATA SWITCH	00.00	568.41
1011 93	3046	07/26/18 2725	BERTRAM & JANET NIELSEN	001	RFND-CXL'D FCCC RENT	00.00	480.00
1011 1011 1011 1011 1011 1011 1011 10TAL CHECK	3047 3047 3047 3047 3047 3047	07/26/18 4522 07/26/18 4522 07/26/18 4522 07/26/18 4522 07/26/18 4522	NISSHO OF CALIFORNIA NISSHO OF CALIFORNIA NISSHO OF CALIFORNIA NISSHO OF CALIFORNIA NISSHO OF CALIFORNIA NISSHO OF CALIFORNIA	00165006530 00165006560 00165006570 20375007510 20875007510 00165006530	STREET LNDSCP SVC-JUN PRKS LNDSCP SVC-JUN HUBRAG LNDSCP SVC-JUN MIDRAJ LNDSCP SVC-JUN CRT LNDSCP SVC-JUN STREET LNDSCP SVC-JUN	00.000000000000000000000000000000000000	30.00 8,538.82 1,255.53 3,367.12 3,012.94 1,140.89
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1011 93	3049	07/26/18 54	1 STOP TONER & INKJET, L	00150005300	TONER-FINANCE	00.00	474.06
1011 93	3050	07/26/18 4658	PLACEWORKS, INC	21355005550	1714.20/959 GENEVIEVE	00.00	905.00
1011 1011 1011 1011 1011 1011 10TAL CHECK	3051 3051 3051 3051 3051	07/26/18 1087 07/26/18 1087 07/26/18 1087 07/26/18 1087 07/26/18 1087	PREFERRED BENEFIT INS AD	00150005400 001 001 001	ROUNDING JULY 18 EE# COBRA JULY 18 EE# COBRA JULY 18 EE# COBRA JULY 18 DENTAL JULY 18	000000	-0.07 45.00 45.00 139.60 2,863.52 3,093.05
1011 93	3052	07/26/18 1008	PSC, LLC	00165006520	HHW-JUNE	00.00	1,451.90
1011 93	3053	07/26/18 4799	REALITY CHANGERS	00150005100	COMM GRANT FY 18/19	00.00	5,000.00
1011 93	3054	07/26/18 2260	REDFLEX TRAFFIC SYSTEMS,	00165006540	RED LIGHT CAMERA-JUNE	00.00	7,158.00
1011 93	3055	07/26/18 4918	CHRISTINE RINALDI-WILLIA	25560006180	MILEAGE 07/03/18	00.00	16.35

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CITY OF SOLANA BEACH, CA CHECK REGISTER - DISBURSEMENT FUND

PENTAMATION DATE: 08/03/2018 TIME: 13:46:57

SELECTION CRITERIA: transact.ck_date between '20180623 00:00:00.000' and '20180803 00:00:00.000' ACCOUNTING PERIOD: 2/19

	AMOUNT	44.00 60.35	225.00	-305.00 711.78 406.78	195.00	8,333.28 320,197.72 -656.52 327,874.48	543.06	136.32 273.08 263.83 436.14 168.66 1,278.03	2,900.00	778.50	1,600.00	2.50	4,000.00	499.24 499.25 316.69 316.70 1,631.88	2,500.00	2,018.00	40.00	594.00	
	SALES TAX	00.00	00.00	00.0	00.00	00000	00.00	000000	00.0	00.00	00.00	0.00	00.00	00000	00.00	00.00	0.00	00.00	
	DESCRIPTION S	COFFEE JG COMPTN 6/29	PRK CONCERT 08/04/18	FRE MDC-PESTER-5/20 CSA17 FRE MDC-PESTER	ISSUES W/FAX/CALL ID	LAW ENFORCEMENT-JUNE LAW ENFORCEMENT-JUNE CR TOW FEE - JUNE	RIBBONS-1ST-5TH PLACE	005506-015 05/16-7/16 005506-016 05/16-7/16 005979-003 05/16-7/16 005979-004 05/16-7/16 007732-000 05/16-7/16	COMM GRANT FY 18/19	FD DUES PD 07/27/18	COMM GRANT FY 18/19	DRINK WATER-LC	COMM GRANT FY 18/19	BLEACH/LINERS BLEACH/LINERS BLEACH/LINERS/SANITIZ BLEACH/LINERS/SANITIZ	COMM GRANT FY 18/19	FY 19 24HR VLNTR SVC	UNITED WY PD 07/27/18	REPAIR DOORS-FCCC	
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	NAME	CHRISTINE RINALDI-WILLIA	SHAWN ROHLF	RYAN PESTER RYAN PESTER	SALIENT NETWORKS (FKA	SAN DIEGO COUNTY SHERIFF SAN DIEGO COUNTY SHERIFF SAN DIEGO COUNTY SHERIFF	SAN DIEGUITO TROPHY	SANTA FE IRRIGATION DI SANTA FE IRRIGATION DI SANTA FE IRRIGATION DI SANTA FE IRRIGATION DI SANTA FE IRRIGATION DI	SOLANA BEACH CIVIC & H	SOLAŅA BEACH FIREFIGHTER	SOLANA BEACH SOCCER CL	SPARKLETTS INC	ST JAMES-ST LEO MEDICAL	SUPPLYWORKS, INC SUPPLYWORKS, INC SUPPLYWORKS, INC SUPPLYWORKS, INC	THE SAN DIEGUITO RIVER	TRAUMA INTERVENTION PR	UNITED WAY OF SAN DIEGO	VORTEX INDUSTRIES, INC	
THE TOTAL	ISSUE DT VENDOR	07/26/18 4918	07/26/18 3381	07/26/18 4681 07/26/18 4681	07/26/18 287	07/26/18 257 07/26/18 257 07/26/18 257	07/26/18 187	07/26/18 141 07/26/18 141 07/26/18 141 07/26/18 141 07/26/18 141	07/26/18 520	07/26/18 13	07/26/18 3476	07/26/18 280	07/26/18 3122	07/26/18 4842 07/26/18 4842 07/26/18 4842 07/26/18 4842	07/26/18 283	07/26/18 51	07/26/18 12	07/26/18 5457	
	CASH ACCT CHECK NO	93055 CHECK	93056	93057 93057 CHECK	93058	93059 93059 93059 CHECK	93060	93061 93061 93061 93061 93061 CHECK	93062	93063	93064	93065	93066	93067 93067 93067 93067 CHECK	93068	93069	93070	93071	
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PENTAMATION

SELECTION CRITERIA:

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CYBER INSURANCE UPDATE-7/14 UPDATE-7/14 UPDATE-7/06 UPDATE-7/06 UPDT Q3&Q4 FMS FY18 Q1&Q2 CORRCT FIRE OPS SUPPLY TEST INTRVW EXPS-5/21-5/25 NCDJPA TABLEAU ONLINE FRST WTCH SUPPT MAINT ADMIN FEE-JUL18-JUL19 RFND EP#3998/233 OCEA 5/24-6/23 4/20-5/19 5/20-6/19 3/20-4/19 TEST IT MAINT SUPPORT-JUN UPGRADE CSA17 MEDICAL FORMS P25 SOFTWARE UPGRAD! VHF RADIO CARD SETS TELESTAFF SFTWR UPDI FIRE MGMNT FY18 Q3&C PRK CONCRT 08/02/18 SERVER MAINTENANCE PORTABLE PROJECTOR ---DESCRIPTION-STRG-NOV STRG-JUN REISSUE CK#92758 (100)transact.ck_date between '20180623 00:00:00.000' and '20180803 00:00:00.000' 2/19 BACKFLOW ANNUAL 9391012280 9391019469 9391019469 9391019469 LG PATCHES RECORDS RECORDS R FY19 FY19 FY19 FY19 MONIT HOLD CITY OF SOLANA BEACH, CA CHECK REGISTER - DISBURSEMENT 00160006120 00160006170 00160006170 00160006170 00160006120 00150006120 00150006120 27060006120 00160006120 00160006120 00160006120 00160006120 00150005150 00150005150 00150005150 00150005150 12050005460 12050005460 12550005465 12050005466 00150005450 13550005450 00150005150 BUDGET UNIT 67685008560 AA FARNSWORTH'S BACKFLOW 00165006560 00160006170 25055005570 00150005450 00150005150 001 INSURANCE AU 1 INSURANCE AU 1 INSURANCE AU 1 INSURANCE AU 1 RECORDS MANAGEM RECORDS MANAGEM ACE UNIFORMS & ACCESSORI COMPANY COMPANY COMPANY COMPANY AFFORDABLE EARTHWORKS INC ENCINITAS PUBLISHING O PUBLISHING O PUBLISHING O PUBLISHING O WELLS FARGO BANK MAR APRIL MOSEBROOK GOVERNMENT GOVERNMENT NEWS m m m mEXCESS I EXCESS I EXCESS I CALNET CALNET CALNET CALNET DEL COAST CORODATA Ö ATET ATET ATET CSAC CSAC CSAC CSAC CODE CODE CODE CODE NAME AT&T CITY CITY CITY CITY CITY CITY CITY CITY MGO MGO THE DT VENDOR 4832 4832 4832 4832 1561 3902 3902 1964 1964 1964 1964 2823 2379 2906 5464 1295 5467 3310 693 693 693 693 689 FUND 08/02/18 07/26/18 08/02/18 08/02/18 08/02/18 08/02/18 08/02/18 08/02/18 GENERAL ISSOE 8 ACCOUNTING PERIOD: ı 93074 93078 93078 93078 93078 93079 93079 93085 93085 93085 93085 93075 93081 93081 93081 93081 93081 93081 93081 93083 93083 93083 93083 93084 93084 93076 93077 93080 93082 DATE: 08/03/2018 TIME: 13:46:57 - 001 CHECK CHECK CHECK CHECK CHECK CHECK FUND ACCT TOTAL POTAL TOTAL COTAL CASH 1011

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PENTAMATION DATE: 08/03/2018 TIME: 13:46:57

CITY OF SOLANA BEACH, CA CHECK REGISTER - DISBURSEMENT FUND

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CITY OF SOLANA BEACH, CA CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date between '20180623 00:00:00.000' and '20180803 00:00:00.000' ACCOUNTING PERIOD: 2/19

PENTAMATION DATE: 08/03/2018 TIME: 13:46:57

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CITY OF SOLANA BEACH, CA CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date between '20180623 00:00:00.000' and '20180803 00:00:00.000' ACCOUNTING PERIOD: 2/19

PENTAMATION DATE: 08/03/2018 TIME: 13:46:57

FUND - 001	1	GENERAL FUND					
CASH ACCT CHECK	K NO	ISSUE DT VENDOR	NAME	BUDGET UNIT	SALES	SES TAX	AMOUNT
1011 93111 1011 93111 1011 93111 1011 93111 TOTAL CHECK	10 (0 (0 (0	08/02/18 1512 08/02/18 1512 08/02/18 1512 08/02/18 1512	WELLS FARGO BANK N.A. WELLS FARGO BANK N.A. WELLS FARGO BANK N.A.	67285008520 67185008510 67185008510 671	PACIFC BND PRN 9/2/18 BARB BND INT 9/2/18 BARB BND PRN 9/2/18 LSS RV FND CSH 9/2/18	0.00	15,000.00 30,973.76 40,000.00 -30.32 96,390.95
1011 9311	116	08/02/18 5465	WHEELIHAN CONSTUCTION	001	RFND EP#3895/435 S C	00.00	2,500.00
1011 V900001	001	07/19/18 4600	KYLE KOSZEMNIK	12050005460	MILEAGE-06/20/18	00.00	28.01
1011 V900002	200	07/19/18 2437	MARIE BERKUTI	12050005460	MILEAGE-06/20/18	00.00	28.01
TOTAL CASH ACCOUNT	OUNT					0.00	2,326,167.93
1012 10457	576	06/26/18 3319	ALIGN NETWORKS INC	12550005465	CLAIM#17680461	00.0	151.99
1012 10457	577	06/26/18 3319	ALIGN NETWORKS INC	12550005465	CLAIM#17680461	0.00	137.17
1012 1045	578	06/26/18 5447	SD SPORTS MEDICINE & FAM	12550005465	CLAIM#17680461	00.00	265.93
1012 1045	579	06/26/18 554	CITY OF SOLANA BEACH	12550005465	CLAIM#18724843	00.00	1,215.27
1012 1045	580	06/26/18 1817	GREGORY KACZUR	12550005465	CLAIM#15589038	0.00	580.00
1012 1045	581	06/26/18 3014	DERMATOLOGIST MEDICAL GR	12550005465	CLAIM#06168996	0.00	166.34
1012 1045	582	06/26/18 5333	SAN DIEGO HEART AND MEDI	12550005465	CLAIM#09245706	0.00	100.20
1012 10458	583	06/26/18 2156	TRISTAR RISK MANAGEMENT	12550005465	BILL REVIEW	00.00	54.60
1012 1045	584	06/28/18 554	CITY OF SOLANA BEACH	12550005465	CLAIM#17680461	00.00	1,327.66
1012 1045	585	06/28/18 4986	OCM FN, LLC	12550005465	CLAIM#17680461	00.00	542.00
1012 1045	586	06/28/18 3014	DERMATOLOGIST MEDICAL GR	12550005465	CLAIM#06168996	0.00	83.98
1012 10458	587	06/28/18 2156	TRISTAR RISK MANAGEMENT	12550005465	NRSE CASE CLAIM#176804	00.0	390.00
1012 10458	588	06/28/18 2156	TRISTAR RISK MANAGEMENT	12550005465	BILL REVIEW	00.0	29.93
TOTAL CASH ACCO	ACCOUNT					0.00	5,045.07
TOTAL FUND						00.0	2,331,213.00
TOTAL REPORT						00.00	2,331,213.00



STAFF REPORT CITY OF SOLANA BEACH

FROM:

Honorable Mayor and City Councilmembers

FRUIVI:

Gregory Wade, City Manager

MEETING DATE:

August 22, 2018

ORIGINATING DEPT:

Finance

SUBJECT:

Report on Changes Made to the General Fund Adopted

Budget for Fiscal Year 2018-2019

BACKGROUND:

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

The information provided in this Staff Report lists the changes made through July 11, 2018.

DISCUSSION:

The following table reports the revenue, expenditures, and transfers for 1) the Adopted General Fund Budget approved by Council on June 14, 2017 (Resolution 2017-095) and 2) any resolutions passed by Council that amended the Adopted General Fund Budget.

GENERAL FUND - ADOPTED BUDGET PLUS CHANGES	
As of July 11, 2018	
	Transfers

Action	Description	Revenues	Expenditures	fransters from GF	Net Surplus
Reso 2017-195	Adopted Budget	17,916,600	(17,098,600)	(401,600) (1)	\$ 416,400
Reso 2018-070	Fiscal Year 2018/19 Appropriation Revisions	76,100	(229,900)	•	262,600
Reso 2018-089	Crossing Guards	38,507	(59,242)	•	241,865
Reso 2018-101	SBFA MOU		(185,425)	-	56,440
(1)	Transfers to: Debt Service for Public Facilities		151,100		
	City CIP Fund		250,500	401,600	

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA

FISCAL IMPACT:

N/A

COUNCIL ACTION:		

WORK PLAN:

N/A

OPTIONS:

- Receive the report.
- Do not accept the report

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council receive the report listing changes made to the FY 2018-2019 General Fund Adopted Budget.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation

Gregory Wade, City Manager



STAFF REPORT CITY OF SOLANA BEACH

TO: FROM:

Honorable Mayor and City Councilmembers

MEETING DATE:

Gregory Wade, City Manager

MEETING DATE:
ORIGINATING DEPT:

August 22, 2018 Engineering Department

SUBJECT:

Council Consideration of Resolution No. 2018-110 Awarding the Solana Beach Pump Station Construction

Contract, Construction Management Services and Design

Support Services

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. SEJPA maintains this pump station which was originally constructed in 1966 and was significantly upgraded in 1982. More recently, the Solana Beach Sanitary Sewer Master Plan recommended extensive upgrades and replacements to the Solana Beach Pump Station. In 2014, the first phase of upgrades was completed, primarily to the electrical system.

Subsequently, the City Council authorized a Professional Services Agreement (PSA) with Dudek to design and prepare construction documents for the Solana Beach Pump Station Phase 2 Upgrades. This is the second and final phase of major upgrades to the aging pump station, which will include construction of a new underground emergency overflow storage structure and replacing the existing wet-well, pumps, piping and other supplementary mechanical equipment. The design and construction documents were completed, but construction has been delayed by the North County Transit District (NCTD) double tracking construction activity around the pump station. NCTD construction near the pump station is scheduled to be completed in October 2018. Staff completed the Plans, Specifications and Cost estimate and the project was advertised for competitive bidding process. The low bid contractor was found to be experienced, responsible, and responsive.

COUNCIL ACTION:			
GOONGIE AGTION.			

Staff also solicited proposals for construction management services to provide construction management, inspection and materials, and soil testing.

This item is before the City Council to consider adoption of Resolution 2018-110 (Attachment 1) that would award a construction contract, approve a construction management services agreement and approve a construction support services agreement with the engineer of record.

DISCUSSION:

This project was advertised for construction bids in May 2018. The City received ten bid proposals for the Solana Beach Sewer Pump Station Upgrades Project, Bid 2018-02. On July 17, 2018 at 2:00 p.m., the City Clerk opened the bids and read them publicly. The bids results are summarized below in Table 1.

Table 1: Bid Results

Contractors	Base Bid
PCL Construction	\$ 4,297,603
Stanek Constructors	\$ 4,336,000
NEWest Construction Company	\$ 4,474,000
Pacific Hydrotech Corporation	\$ 4,947,500
Reyes Construction	\$ 5,162,590
James W Fowler Co	\$ 5,469,500
MMC	\$ 5,540,000
Wier Construction Corporation	\$ 5,949,600
Palm Engineering Construction Company	\$ 6,304,000
AECOM Energy & Construction	\$ 6,833,000

The lowest bid submitted by PCL Construction was found to be complete and responsive to the bid specifications. Prior work references for PCL Construction were checked and found to be satisfactory. Staff is recommending that PCL Construction be awarded the construction contract. Staff is also recommending a construction contingency of \$600,000, approximately 15% of the contract amount, for unforeseen conditions and unanticipated changes. The contract duration is 275 working days (13 months) and it is anticipated that the project will be completed by the end of December 2019.

Regional Water Quality Control Board Groundwater Discharge Permit

To construct the below ground emergency overflow storage structures, the contractor will have to install dewatering wells to extract and lower the groundwater and discharge it into the lagoon. The Regional Water Quality Control Board (RWQCB) requires the extracted groundwater to be treated before discharging it back into the lagoon. The RWQCB

discharge permit is currently in review. The bid scope of work includes the anticipated level of treatment, but the final permit requirements could be different and may require additional treatment that would increase the cost of dewatering. Staff is recommending a contingency of \$100,000 for the dewatering, which is listed in the Department Recommendations below.

Construction Manager/Inspection/Material & Soil Testing

Due to the complexity of this project, Staff is recommending that the City hire a specializedconstruction management consultant to assist the City with technical inspection and management of the construction activities. Their services would include construction coordination, daily monitoring and inspection, documentation, technical support, geotechnical and special inspections, and material testing. The Engineering Department solicited and received construction management proposals from three consultants with experience in managing sewer pump station construction. proposals were analyzed for required expertise and scope of services, as well as fee schedules. Staff is recommending Valley Construction Management (Valley CM). Valley CM's proposed fee schedule is included as Attachment 2, which is for time and material not-to-exceed cost of \$250,000. Valley CM's primary expertise is construction management and inspection of water and wastewater projects. Valley CM's proposal includes sub-consultants for electrical, geotechnical, storm water management and lagoon biological services. Staff is requesting the City Council consideration of a PSA with Valley CM for construction management contract for this project.

Construction Design Support Services

Staff is also recommending approval of a PSA for the construction support services provided by the design engineer, Dudek. As the engineer of work, Dudek and their subconsultants need to review material and equipment submittals, answer questions regarding their design, consult on change order requests, assist with pump station equipment start-up after installation and prepare as-built drawings and the operations/maintenance manual. Dudek has also been providing technical assistance and ground water sampling for obtaining the San Diego Regional Water Quality Control Board groundwater discharge permit. Dudek submitted a labor and direct costs estimate and scope of work (Attachment 3), for a not-to-exceed amount of \$145,306. This work will be on an as-needed time and material basis.

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:

The estimated construction costs are listed on the next page in Table 2:

Table 2: Estimate Construction Costs

PCL Construction	\$ 4,297,603
Contingency for unanticipated changes	600,000
Contingency for groundwater dewatering	100,000
Valley Construction Management	250,000
Dudek (design support services)	145,306
Total Estimated Construction Costs	\$5,392,909
FY 2018/2019 Adopted Budget	\$6,200,000

The Fiscal Year 2018/19 Adopted Budget includes \$6,200,000 for the Solana Beach Pump Station project. No additional appropriation is needed for the construction phase.

WORK PLAN:

The Solana Beach Pump Station is consistent with Item B.1 of the Environmental Sustainability/Capital Project section of the FY 2018/19 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 No. 2018-110:

- 1. Awarding the construction contract to PCL Construction, in the amount of \$4,297,603, for the Solana Beach Sewer Pump Station Upgrades, Bid 2018-02.
- 2. Approving an amount of \$600,000 for construction contingency.
- 3. Approving an amount of \$100,000 for groundwater dewatering contingency.
- 4. Authorizing the City Manager to execute the construction contract on behalf of the City.
- 5. Authorizing the City Manager to approve cumulative change orders up to the construction contingency and the groundwater dewatering contingency amounts.

- 6. Authorizing the City Manager to execute a Professional Services Agreement with Valley Construction Management, in the amount of \$250,000, for construction management, inspection, and material and soil testing.
- 7. Authorizing the City Manager to execute a Professional Services Agreement with Dudek, in the amount of \$145,306, for construction design support services.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.

Gregory Wade, City Manager

Attachments:

- 1. Resolution 2018-110
- 2. Valley Construction Management fee schedule
- 3. Dudek fee estimate

RESOLUTION NO. 2018-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AWARDING THE SOLANA BEACH PUMP STATION CONSTRUCTION CONTRACT, CONSTRUCTION MANAGEMENT SERVICES AND DESIGN CONSTRUCTION SERVICES

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, the City Council authorized an agreement with Dudek to design and prepare construction documents for the Solana Beach Pump Station upgrades and replacements; and

WHEREAS, in response to an advertisement for construction bids, the City received ten construction bids for the project and on July 17, 2018, and the City Clerk opened the bids and publicly read them aloud; and

WHEREAS, the City desires construction management and design support services to assist with managing, inspecting, testing, submittal reviews and technical support during the pump station construction.

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 the construction contract to PCL Construction, in the amount of \$4,297,603, for the Solana Beach Sewer Pump Station Upgrades, Bid 2018-02.
- **3.** That the City Council approves an amount of \$600,000 for construction contingency.
- **4.** That the City Council approves an amount of \$100,000 for groundwater dewatering contingency.
- **5.** That the City Council authorizes the City Manager to execute the construction contract on behalf of the City.

Resolution No. 2018-110 Award SB Pump Station Project Page 2 of 2

- 6. That the City Council authorizes the City Manager to approve cumulative change orders up to the construction contingency and the groundwater dewatering contingency amounts.
- 7. That the City Council authorizes the City Manager to execute a Professional Services Agreement with Valley Construction Management in the amount of \$250,000 for construction management, inspection, and material and soil testing.
- 8. That the City Council authorizes the City Manager to execute a Professional Services Agreement with Dudek in the amount of \$145,306 for construction design support services.

PASSED AND ADOPTED this 22nd day of August 2018, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

Councilmembers -

AYES:

NOEC:

		Councilmembers – Councilmembers – Councilmembers –		
			DAVID A. ZITO, Mayor	
APPROV	ED AS TO I	FORM:	ATTEST:	
JOHANN	A N. CANLA	AS, City Attorney	ANGELA IVEY, City Clerk	



City of Solana Beach

Solana Beach Pump Station Project

Field Staff Resource Plan and Level Of Effort (Hours Per Month.)
Based on Project Specification Schedule

105.6

						1				-				İ			
					12.	5 Mon	12.5 Month Construction Duration	ıstruc	tion C	uratic	Ē						
Position	Name	1	2	3	4	5	9	7	8	6	10	11	12	13	Hours	Rate	Total
Principal In Charge	Paul Mochel, PE, CCM	4	4	4	4	4	4	4	4	4	4	4	4	2	ය	જ	\$0
Construction Manager/RE	Lisa Laszlo, CCM, CWI	100	100	100 100 100 100	100	96	88	88	88	88	88	88	88	88	1,200 \$145		\$174,000
Electrical & Instrumentation	Jim Hudson					Se	See attached proposal	hed p	ropos	16					264	\$155	\$40,920
Geotechnial & Material Testing	Joe LoCascio						Es	Estimate	•						0	TBD	\$30,000
Biological Survey	Caltrans						Ës	Estimate	4						0	TBD	\$5,000
															1,464		\$249,920

The periodic scheduling of the Pump Station projects lends itself to a single, experienced person (LISA LASZLO) who has the flexibility and knowledge to perform both the Construction Manager and Inspector roles. Based on previous experience, we assume LISA will average 50% coverage over the course of construction mixed between full time and part time requriements with inspection for key milestones.

Costs are based on a 275 working day construction duration. Increases/decreases in the duration will adjust the cost proportionally. All costs are based on Prevailing Wage and the hourly rate is all inclusive (auto, laptop, cell phone, etc.)

TABLE 1. DUDEK FEE ESTIMATE

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STAFF REPORT CITY OF SOLANA BEACH

TO: FROM:

Honorable Mayor and City Councilmembers

Gregory Wade, City Manager

MEETING DATE:

August 22, 2018

ORIGINATING DEPT:

Engineering Department

SUBJECT:

Council Consideration of Resolution 2018-093 Approving a Professional Services Agreement with Merchants Building Maintenance for City-Wide Janitorial Services, Appropriating Funds and Approving Fiscal Year 2018/19

Budget Amendment

BACKGROUND:

On September 11, 2013, the City Council approved a Professional Services Agreement (PSA) for City-wide janitorial services with T & T Janitorial, Inc. of San Diego (T&T). As part of the PSA, the City Manager was authorized to extend the PSA for four additional years at his discretion and upon recommendation by the Public Works Director. All available extensions for this PSA have been executed and the agreement is set to expire on September 30, 2018.

Since the current agreement for janitorial services will expire later this year, Staff reviewed the scope of work consistent with maintenance requirements and issued a Request for Proposal (RFP) that was posted on ebidboard.com. Six proposals were received. After reviewing the proposals and checking references, Staff has determined that Merchants Building Maintenance (MBM) is the best qualified company for City-wide janitorial services.

This item is before the City Council to consider approving Resolution 2018-093 (Attachment 1), authorizing the City Manager to enter into a new janitorial agreement (Attachment 2) with MBM for one year with an option to renew the agreement up to four additional years at the discretion of the City Manager and appropriation of additional funding.

COUNCIL ACTION:	

DISCUSSION:

City Staff utilized the scope of work from the current janitorial services contract and made a few revisions and added one additional work item. The new scope increases the frequency of floor cleaning at the La Colonia Community Center and increases the frequency of carpet cleaning and window cleaning at City Hall. The additional work item that has been added to the scope of work for this proposed new agreement is the quarterly cleaning of the restrooms at the Fire Station.

The work associated with this item is not considered a construction project as identified by the California Public Contract Code. As such, the City is able to choose the most suitable firm based on their qualifications. In response to the RFP, the City received six proposals that ranged in cost from \$45,500 to \$60,400, not including cleaning of the Fletcher Cove Community Center after each special event or private rental of the facility.

Currently, the City has a contract with T&T for an annual cost of \$47,700. This contract will expire on September 30, 2018. Per the scope of work that was included with the RFP issued in April 2018, the proposals submitted include all cleaning supplies and paper products. After a thorough evaluation of all pertinent documents and checking references, Staff has determined that MBM is the most qualified candidate and the best fit for our City.

MBM is family-owned and operated, was founded in 1971 and they maintain regional offices in nine states serving the southwest and upper northwest. They offer a full complement of janitorial and window cleaning services. Although MBM did not list references for a public agency, they have worked for several large companies in the area including Hunter Industries in San Marcos, NAMM in Carlsbad and Solar Turbines in San Diego.

The proposed agreement with MBM is for the routine cleaning of most City facilities including City Hall, Fletcher Cove Community Center, Fletcher Cove Park Restrooms, La Colonia Community Center and outdoor restrooms, and the Fire Station. The proposal submitted by MBM is for \$56,320, which includes daily cleaning of the Fletcher Cove Community Center during seven weeks in July and August. Outside of those summer weeks, this community center is cleaned twice weekly.

While the proposal submitted by MBM was not the lowest in cost, they are the most qualified entity and the best fit for the City with respect to the City's high expectations for service delivery and accountability. They are committed to providing high customer service with a comprehensive quality assurance/control program. MBM uses an internal tracking system that enables them to follow the trail of work to be completed, define who is responsible for completing the work, track the amount of time required for each task, receive notifications when the work is completed and promptly report to their customers.

In addition, MBM is a member of the United States Green Building Council and implements a green cleaning program that is designed to protect the health and safety of a building's occupants and workers without harming the environment. Staff is satisfied that MBM is the most qualified candidate to perform all work associated with this contract.

In addition to the price indicated above, the PSA with MBM would include a line item for cleaning of the Fletcher Cove Community Center after special events and private rentals. The cleaning fee proposed by MBM is \$75 per private rental, which is reimbursed by the renter. It is estimated that the Fletcher Cove Community Center is rented out on average five times per month so that the cleaning cost for private rentals would be \$4,500 per year.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

The Fiscal Year (FY) 2018/19 Adopted Budget has appropriated \$47,700 in the Public Facilities Maintenance Budget Unit of the Public Works Budget for the janitorial agreement. Since the proposal from MBM is for \$56,320, an additional \$8,620 would have to be appropriated to fully fund the agreement.

When the \$4,500 for the private rental cleaning is added to the routine cleaning proposal, the not to exceed amount of the PSA with MBM would be \$60,820. The special event and private rental cleanings at the Fletcher Cove Community Center are neutral costs to the General Fund since all costs incurred are reimbursed by the renter.

WORK PLAN:

This item is not mentioned in the Work Plan.

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council consider adoption of Resolution 2018-093:

- 1. Authorizing the City Manager to execute a one year professional services agreement with Merchant Building Maintenance, in an amount not to exceed \$60,820, for Citywide Janitorial Services effective October 1, 2018.
- 2. Authorizing the City Manager to extend the agreement for up to four additional years at the City's option in an amount not to exceed the amount budgeted each year.
- 3. Authorizing an appropriation of \$8,620 from the General Fund/Undesignated Reserves to the Maintenance of Buildings and Grounds account in the Public Facilities Maintenance budget unit.
- 4. Authorizing the City Treasurer to amend the FY 2018/19 Adopted Budget accordingly.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.

Gregory Wade, City Manager

Attachments:

- 1. Resolution No. 2018-093
- 2. Professional Services Agreement with MBM

RESOLUTION 2018 – 093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH MERCHANTS BUILDING MAINTENANCE FOR CITY-WIDE JANITORIAL SERVICES APPROPRIATING FUNDS AND APPROVING FISCAL YEAR 2018/19 BUDGET AMENDMENT

WHEREAS, in 2013, the City Council approved a Professional Services Agreement (PSA) for City-Wide janitorial services with T & T Janitorial, Inc. of San Diego (T&T). The T&T PSA had the option to be extended for four additional years at the discretion of the City Manager and upon recommendation by the City Engineer. All available extensions for that PSA have been executed and the agreement is set to expire on September 30, 2018; and

WHEREAS, since the current agreement for janitorial services will expire later this year, Staff reviewed the maintenance requirements of the existing agreement and issued a Request for Proposal (RFP) to solicit proposals for a new agreement; and

WHEREAS, in response to the RFP, six proposals were received and after reviewing the proposals and checking references, Staff has determined that Merchants Building Maintenance (MBM) is the best qualified company for this contract.

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

- 1. That the above recitations are true and correct.
- 2. That the City Council authorizes the City Manager to execute a one-year professional services agreement with Merchant Building Maintenance, in an amount not to exceed \$60,820, for City-wide Janitorial Services effective October 1, 2018.
- 3. That the City Council authorizes the City Manager to extend the agreement for up to four additional years at the City's option in an amount not to exceed the amount budgeted each year.
- 4. That the City Council authorizes an appropriation of \$8,620 from the General Fund/Undesignated Reserves to the Maintenance of Buildings and Grounds account in the Public Facilities Maintenance budget unit.

5. That the City Council authorizes the City Treasurer to amend the Fiscal Year 2018/19 Adopted Budget accordingly.

PASSED AND ADOPTED this 22nd day of August, 2018, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers NOES: Councilmembers ABSTAIN: Councilmembers ABSENT: Councilmembers	
* ·	DAVID A. ZITO, Mayor
APPROVED AS TO FORM:	ATTEST:
JOHANNA N. CANLAS, City Attorney	ANGELA IVEY, City Clerk

City of Solana Beach

PROFESSIONAL SERVICES AGREEMENT FOR JANITORIAL/CUSTODIAL SERVICES AT CITY FACILITIES

THIS Professional Services Agreement ("AGREEMENT") is made and entered into this 1st day of October, 2018 by and between the CITY OF SOLANA BEACH, a municipal corporation ("CITY"), and, MERCHANTS BUILDING MAINTENANCE, LLC, a California corporation ("CONTRACTOR") (collectively "PARTIES").

WHEREAS, the CITY desires to employ a CONTRACTOR to furnish JANITORIAL / CUSTODIAL SERVICES ("PROFESSIONAL SERVICES") for CITY FACILITIES ("PROJECT"); and

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

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

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

1. PROFESSIONAL SERVICES.

- 1.1. Scope of Services. The CONTRACTOR shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit "A" Scope of Services and Fee, at the direction of the CITY. CITY shall provide CONTRACTOR access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT.
- 1.2. Project Coordinator. The Public Works Operations Manager is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CONTRACTOR. is hereby designated as the Project Director for CONTRACTOR.
- 1.3. City Modification of Scope of Services. CITY may order changes to the Scope of Services within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions. If such changes cause a change in the CONTRACTOR's cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONTRACTOR's compensation and/or contract time shall be made, subject to the CITY'S approval. All such changes shall be authorized in writing, executed by CONTRACTOR and CITY.

2. DURATION OF AGREEMENT.

- **2.1. Term.** The term of this AGREEMENT shall be for a period of one (1) year beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.
- 2.2. Extensions. ☑ If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year periods or parts thereof for an amount not to exceed sixty thousand eight hundred twenty dollars (\$60,820) per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONTRACTOR's satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONTRACTOR prior to exercising the option.

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

3. COMPENSATION.

- **3.1. Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall not exceed sixty thousand eight hundred twenty dollars (\$60,820) without prior written authorization from CITY. CONTRACTOR shall bill the CITY for work provided and shall present a written request for such payment monthly.
- **3.2.** Additional Services. CITY may, as the need arises or in the event of an emergency, request additional services of CONTRACTOR. Should such additional services be required, CITY and CONTRACTOR shall agree to the cost prior to commencement of these services.
- **3.3. Costs.** Any costs billed to the CITY shall be in accordance with any terms negotiated and incorporated herein as part of Exhibit "A" Scope of Services and Fee.

4. INDEPENDENT CONTRACTOR.

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

5. STANDARD OF PERFORMANCE.

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

6. WARRANTY OF CONTRACTOR'S LICENSE.

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

7. AUDIT OF RECORDS.

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

8. CONFIDENTIALITY.

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

CONFLICTS OF INTEREST.

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

10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.

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

11. INSURANCE

- 11.1. CONTRACTOR shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.
- 11.2. CONTRACTOR's liabilities, including but not limited to CONTRACTOR's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.
- **11.3. Types and Amounts Required.** CONTRACTOR shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:
 - 11.3.1.

 Commercial General Liability (CGL). If checked the CONTRACTOR shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$2,000,000.00 per occurrence and subject to an annual aggregate of \$4,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
 - 11.3.2. Commercial Automobile Liability. If checked the CONTRACTOR shall maintain Commercial Automobile Liability Insurance for all of the CONTRACTOR's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
 - 11.3.3.
 Workers' Compensation. If checked the CONTRACTOR shall maintain Worker's Compensation insurance for all of the CONTRACTOR's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONTRACTOR shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

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

12. INDEMNIFICATION.

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

13. SUBCONTRACTORS.

13.1. The CONTRACTOR's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the PROJECT is subject to prior approval by the CITY.

- 13.2. All contracts entered into between the CONTRACTOR and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONTRACTOR shall require the subcontractor to obtain, all policies described in Section 11 in the amounts required by the CITY, which shall not be greater than the amounts required of the CONTRACTOR.
- 13.3. In any dispute between the CONTRACTOR and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONTRACTOR agrees to defend and indemnify the CITY as described in Section 12 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

14. NON-DISCRIMINATION.

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

15. NOTICES.

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

Mohammad Sammak, Director of Engineering and Public Works

City of Solana Beach 635 S. Highway 101 Solana Beach, CA 92075 Cesar Prado, Regional Manager Merchant Building Maintenance, Inc. 9555 Distribution Ave., Suite 102

San Diego, CA 92121

16. ASSIGNABILITY.

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

17. RESPONSIBILITY FOR EQUIPMENT.

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

18. CALIFORNIA LAW; VENUE.

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

19. COMPLIANCE WITH LAWS.

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

20, ENTIRE AGREEMENT.

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

21. NO WAIVER.

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

22. SEVERABILITY.

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

23. DRAFTING AMBIGUITIES.

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

24. CONFLICTS BETWEEN TERMS.

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

25. EXHIBITS INCORPORATED.

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

26. SIGNING AUTHORITY.

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

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

CITY OF SOLANA BEACH, a municipal corporation	MERCHANTS BUILDING MAINTENANCE, a California corporation
Ву:	Ву:
City Manager, Gregory Wade	Signature
	Print Name and Title
ATTEST:	
City Clerk. Angela Ivey	
APPROVED AS TO CONTENT:	
Mohammad Sammak, Director of Engineering and Public Works	
APPROVED AS TO FORM:	
City Attorney, Johanna N. Canlas	

EXHIBIT "A"

SCOPE OF SERVICES AND FEE

Contractor will furnish all labor, equipment, and supervision to perform janitorial services for the following:

A.	City Hall	635 S. Highway 101
B.	La Colonia Community Center	715 Valley Avenue
C.	Fletcher Cove Community Center	133 Pacific Avenues
D.	Fletcher Cove Park Restrooms	111 S. Sierra
E.	La Colonia Park Outside Restrooms	715 Valley Avenue
F.	Fire Station	500 Lomas Santa Fe

Working Hours

- 1. Unless otherwise specified, all work at City Hall and Fletcher Cove Community Center is to be performed between the approximate hours of 9:00 p.m. and 6:00 a.m., Monday through Friday of each week. No work is to be performed from 6:00 a.m. Friday through 9:00 p.m. Sunday at City without the prior approval of the City Engineer. Currently, City Hall is closed every other Friday. (Note: City Council meetings are in session in the Council Chambers on Wednesday evenings until 10:00 p.m., or later. Conference rooms are often used by civic groups and commissions during evening hours, as well).
- 2. Unless otherwise specified, all work at the restrooms at Fletcher Cove Park and exterior restrooms at La Colonia Community Center shall be performed prior to 6:00 a.m. each day.
- 3. Special maintenance, if required, shall be by written authorization of the City Engineer or his designated representative.
- 4. <u>Fire Station only</u> The contractor shall perform custodial services quarterly (4 times a year) the service shall be performed on Wednesday mornings between 8:00 am and 12:00 pm. The restroom cleaning and carpet cleaning shall be scheduled per occurrence with a 5-day advance notice to the Public Works Manager.

Quality of Work and Material

All material furnished by the CONTRACTOR shall be new, high grade, and free from defects and imperfections, unless otherwise hereinafter specified. Workmanship shall be in accordance with the best standard practices. Both materials and workmanship shall be subject to inspection by the City Engineer or his designated representative.

Damages

The CONTRACTOR shall be liable for all damage to items they maintain during the life of the agreement. The CONTRACTOR will not be liable if the

City determines another person (or persons) as the party responsible for the damage. The CONTRACTOR shall repair or replace items or areas that have been damaged due to operations conducted by the CONTRACTOR.

Supplies

The CONTRACTOR shall provide all cleaning supplies (window cleaner, toilet bowl cleaner, floor sealer, etc.) and also all disposable supplies (toilet paper, hand towels, deodorizers, etc.). All supplies shall be approved by the Public Works Operations Manager and be appropriate for each designated area for commercial use. The CONTRACTOR shall supply ALL tools required for cleaning such as brooms, mops, vacuums, cleaning rags, etc.

Schedule of Work

The CONTRACTOR shall submit a detailed, comprehensive schedule listing dates for all tasks to be completed monthly, quarterly, bi-annually and annually to the Public Works Operations Manager 5 working days prior to the beginning of the contract.

At the same time the CONTRACTOR shall also inform the Public Works Operations Manager of the staffing plan for this project and include a back-up plan in the case a regular employee is sick or called away due to an emergency.

SCHEDULE OF MAINTENANCE DUTIES & FREQUENCY GENERAL INFORMATION

The tasks identified for each location are intended as general guidelines for the contractor. Some of these tasks may not be completed as identified. When/if that happens, the contractor will visit the specific site and perform the required tasks at no additional cost to the City. The City may revise or modify these tasks as deemed necessary with three working days of advance notice to the contractor.

The CONTRACTOR shall determine the methods used and shall supply the labor, tools and equipment necessary to perform the following janitorial specifications, including but not limited to:

A. CITY HALL

1. ENTRANCE AND LOBBIES/DAILY SERVICES

- a) Police front sidewalk and planters for trash
- b) Sweep immediate entry area
- c) Vacuum or sweep all door mats
- d) Spot clean entry and door glass, inside and out
- e) Damp clean door bars, kick plates and door hardware
- f) Vacuum all carpeting
- g) Dust and damp mop tile, marble, and granite floors
- h) Empty all wastebaskets
- i) Damp clean doors, door frames and light switches
- j) Spot clean all carpet stains
- k) Remove all spider webs (as needed)

ENTRANCE AND LOBBIES/MONTHLY SERVICES

- a) Dust baseboards
- b) Vacuum carpeting at baseboard with crevice tool (as needed)
- c) Dust all horizontal surfaces
- d) Clean all windows across north entrances and outside atrium under 9 feet
- e) Machine scrub ceramic tile floors (as needed)

3. ELEVATOR/DAILY SERVICES

- a) Clean door tracks and thresholds
- b) Clean and polish all bright metal
- c) Damp clean walls and doors
- d) Vacuum all carpeting
- e) Spot clean carpet (as needed)

4. OFFICES AND COUNCIL CHAMBERS/DAILY SERVICES

- a) Empty all wastebaskets and replace liners as needed
- b) Mop non-carpeted floors
- c) Vacuum carpeted areas so they are free of all visible dirt and litter (as needed)
- d) Spot clean all carpet stains (as needed)
- e) Dust desk tops when clear of work papers
- f) Properly arrange all furniture. Re-arrange furniture in Council Chambers to original configuration (as needed)
- g) Damp clean vinyl walls, as needed, especially in areas where workers congregate
- h) Damp clean door surfaces (as needed)
- i) Remove all spider webs (as needed)
- j) Turn off all lights
- k) Check and lock exterior doors upon completion of work

OFFICES AND COUNCIL CHAMBERS/WEEKLY SERVICES

- a) Damp clean woodwork and partition to remove fingerprints (as needed)
- b) Clean door kick plates and thresholds
- c) Vacuum all uphoistered furniture (as needed)
- d) Dust all ledges and window sills (as needed)
- e) Low dust all flat surfaces to hand height
- f) Dust picture frames
- g) Dust all flat work and furniture surfaces when clear of work papers
- h) Damp clean light switches
- i) Clean and polish all conference tables and Council dais and lectern (as needed)
- i) High dust all flat surfaces above hand height

OFFICES AND COUNCIL CHAMBERS/MONTHLY SERVICES

- a) Dust baseboards
- b) Vacuum carpeting at baseboards with crevice tool (as needed)
- c) Dust or vacuum air grills or vents (as needed)
- d) Damp clean all vinyl furniture and spot clean upholstered furniture (as needed)
- e) Dust blinds
- f) Vacuum entire offices and Council Chambers and rearrange furniture
- g) Disinfect telephone receivers

OFFICES AND COUNCIL CHAMBERS/SEMI-ANNUAL

 Steam clean all accessible areas of carpets. Accessible areas include all carpet areas without moving heavy furniture.

8. RESTROOMS/DAILY

- a) Clean and sanitize all fixtures, wash basins, chrome fittings, and dispensers
- b) Clean and sanitize all toilets, toilet seats, urinals, and sanitary napkin receptacles
- c) Clean and polish all bright metal surfaces
- d) Spot clean all mirrors
- e) Restock/refill all dispensers as needed
- f) Sweep and wet mop floors with disinfectant cleaner
- g) Empty all waste containers and disposals; replace liners as needed
- Empty and sanitize interior of sanitary napkin receptacles; replace liners as needed
- i) Damp clean walls, partitions, ledges, sills, and counters
- j) Damp clean doors, door frames, handles, push plates, kick plates, and light switches
- k) Damp clean ceramic tile walls
- I) Damp clean toilet compartment partitions and doors
- m) Damp clean walls around lavatories
- n) Remove scale from urinals and toilet bowls

RESTROOMS/WEEKLY

- a) Wash down and sanitize partitions
- b) Low dust all flat surfaces to hand height
- c) Pour clean water down floor drains to prevent sewer gases from escaping

10. RESTROOMS/MONTHLY

- a) Clean and sanitize inside of waste receptacles
- b) Dust all ceiling vents and grills
- c) High dust all flat surfaces above hand height
- d) Damp clean exterior of ceiling light diffusers
- e) Replace deodorizing screens for urinals when the deodorizing component is 75% dissolved

11. RESTROOMS SEMI-ANNUALLY

a) Machine scrub tile floors and bleach grout lines

12. CORRIDORS AND STAIRWAYS/DAILY SERVICES

- a) Dust walls on lobby stairway
- b) Vacuum and spot clean all carpeting
- c) Sweep tile areas
- d) Clean drinking fountains
- e) Damp clean hand railings
- f) Remove all spider webs

13. CORRIDORS AND STAIRWAYSWEEKLY SERVICES

- a) Damp clean doors, door frames, and name plaques
- b) Low dust all flat surfaces in corridors
- c) Sweep exterior stairs
- d) High dust all flat surfaces above hand height (below 9 feet)

CORRIDORS AND STAIRWAYS/MONTHLY SERVICES

- a) Dust baseboards
- b) Vacuum carpeting at baseboards with crevice tool
- c) Buff all tile floors

CORRIDORS AND STAIRWAYS/SEMI-ANNUAL

a) Steam clean all carpet areas

EMPLOYEE LOUNGE/DAILY SERVICES

- a) Empty and damp clean outside of all waste containers replacing lines as needed
- b) Vacuum entry mats and carpeted floors
- c) Spot clean carpeted floors
- d) Damp clean all table tops and chairs
- e) Damp clean doors and walls to remove hand prints
- f) Spot clean door and light switches
- g) Fill and clean paper and soap dispensers
- h) Damp clean all sinks and counter tops
- Spot clean face of counter. Remove recyclables from containers in both copy rooms and employee lounge and place them in appropriate outdoor containers

17. EMPLOYEE LOUNGE/WEEKLY SERVICES

- a) Dust/spot clean bottoms of tables and chairs
- b) Dust window sills and picture frames
- c) Damp clean vinyl walls
- d) Spot clean face of cupboards
- e) Clean refrigerator and microwave, inside and out, as needed

18. EMPLOYEE LOUNGE/ EVERY 2 MONTHS

a) Empty refrigerator and clean interior. Dispose of all non-sealed food items.

19. TILE FLOOR SCHEDULE/SEMI-ANNUAL

- a) Complete strip and refinish all tile floors
- b) Machine scrub and steam clean, disinfect restroom floors and grout

WINDOWS/QUARTERLY

a) Clean all windows inside and out, including all north facing and atrium windows

B. LA COLONIA COMMUNITY CENTER (PRIOR TO 6:00 A.M.)

ENTRANCE & HALLWAY/DAILY SERVICES

- a) Vacuum or sweep all door mats
- b) Spot clean entry door
- c) Damp clean door bars, kick plates and door hardware
- d) Dust and damp mop tile, including behind the doors and the hallway
- e) Empty all wastebaskets
- f) Damp clean doors, door frames and light switches
- g) Sanitize inside and outside of drinking fountains
- h) Dust corners to fifteen feet for spider webs

ENTRANCE AND HALLWAY/WEEKLY SERVICES

- a) Low dust all flat surfaces to hand height
- b) Clean inside & outside of all windows
- c) Dust all furniture

ENTRANCE AND HALLWAY/MONTHLY SERVICES

- a) Dust baseboards
- b) High dust all flat surfaces above hand height

4. OFFICES, CONFERENCE ROOM & MAIN CENTER/DAILY

- a) Empty all waste baskets, replace liners as needed
- b) Sweep and damp mop all floors
- c) Dust desk tops when clear of work papers
- d) Dust all flat work and furniture surfaces when clear of work paper
- e) Properly arrange all furniture
- f) Damp clean light switches as needed
- g) Damp clean all sinks, counter tops and tables
- h) Leave designated lights on only
- i) Check and lock doors upon completion of work

5. OFFICES, CONFERENCE ROOM & MAIN CENTER/WEEKLY

- a) Damp clean telephones as needed
- b) Damp clean woodwork and partition to remove fingerprints
- c) Clean door kick plates and thresholds
- d) Dust all ledges and window sills
- e) Low dust all flat surfaces to hand height
- f) Dust picture frames
- g) Dust computer equipment

OFFICES, CONFERENCE ROOM & MAIN CENTER/MONTHLY

- a) Dust baseboards
- b) Vacuum upholstered furniture
- c) Dust or vacuum air grills or vents
- d) High dust all flat surfaces above hand height, including lamps
- e) Clean and Polish conference table and end tables
- f) Wash inside of windows
- h) Brush cobwebs away from corners
- i) Burnish/wax floors

7. OFFICES, CONFERENCE ROOM KITCHEN, CORRIDORS & MAIN CENTER /quarterly (EVERY 3-MONTHS)

a) Strip and wax all tile floors

8. RESTROOMS (INTERIOR IN CENTER/AND EXTERIOR IN PARK)/DAILY

- a) Clean and sanitize all fixtures, wash basins, chrome fittings, and dispensers
- b) Clean and sanitize all toilets, toilet seats, urinals, and sanitary napkin receptacles
- c) Clean and polish all bright metal surfaces
- d) Spot clean all mirrors
- e) Restock/refill all dispensers as needed
- f) Sweep and wet mop floors with disinfectant cleaner
- g) Empty all waste containers and disposals; replace liners as needed
- h) Empty and sanitize interior of sanitary napkin receptacles; replace liners as needed
- i) Damp clean walls, partitions, ledges, sills, and counters
- j) Damp clean doors, door frames, handles, push plates, kick plates, and light switches
- k) Damp clean ceramic tile walls
- I) Damp clean toilet compartment partitions and doors
- m) Damp clean walls around lavatories
- n) Remove scale from urinals and toilet bowls
- o) Rinse floors in outside restrooms

RESTROOMS/WEEKLY

- a) Wash down and sanitize partitions
- b) Low dust all flat surfaces to hand height
- c) Pour clean water down floor drains to prevent sewer gases from escaping

10. RESTROOMS/MONTHLY

- a) Clean and sanitize inside of waste receptacles
- b) Dust all ceiling vents and grills
- c) High dust all flat surfaces above hand height
- d) Damp clean exterior of ceiling light diffusers
- e) Replace deodorizing screens for urinals when the deodorizing component is 75% dissolved or as needed
- f) Machine scrub tile floors

KITCHEN/DAILY SERVICES

- Empty and damp clean outside of all waste containers replacing liners as needed
- b) Vacuum entry mats
- c) Sweep and damp mop all tile floors to maintain safety and appearance
- d) Damp clean doors and walls to remove hand prints
- e) Spot clean door and light switches

- f) Fill and clean paper and soap dispensers
- g) Damp clean all sinks, counter tops, tables and stainless steel surfaces
- h) Spot clean face of counter
- i) Remove recyclables and place them in appropriate containers
- j) Damp clean exterior of stove and refrigerator

12. KITCHEN/MONTHLY SERVICES

- a) Clean baseboards and brush cobwebs in corners, high and low
- b) Dust or vacuum air grills or vents
- c) High dust all flat surfaces above hand height, including lamps
- d) Machine scrub tile floors
- e) Clean all kitchen carts

13. KITCHEN/QUARTERLY SERVICES

a) Thoroughly clean interior and exterior of stove, oven, refrigerator and freezer and microwave oven

C. FLETCHER COVE COMMUNITY CENTER

 MEETING ROOM/TWICE-WEEKLY SERVICES (Tuesday/Friday) for most of the calendar year

DAILY SERVICE (Monday-Friday) during the summer for seven weeks (July 9th thru August 24th)

- a) Police front sidewalk and planters for trash
- b) Sweep immediate entry area
- c) Vacuum or sweep all door mats
- d) Spot clean entry
- e) Damp clean door bars, kick plates and door hardware
- f) Dust and stack all chairs and tables
- g) Dust and damp mop tile and vinyl tile floors
- h) Empty all wastebaskets & recycling containers. Replace liners as needed
- i) Damp clean doors, door frames and light switches
- i) Damp clean all table tops, counter tops, window sills, and chairs
- k) Confirm all windows and doors are secure
- 2. RESTROOMS/TWICE-WEEKLY SERVICES (Tuesday/Friday) for most of the calendar year
 - * DAILY SERVICE (Monday-Friday) during the summer for seven weeks.

- a) Clean and sanitize all fixtures, wash basins, chrome fittings, and dispensers
- b) Clean and sanitize all toilets, toilet seats, urinals, and sanitary napkin receptacles
- c) Clean and polish all bright metal surfaces
- d) Spot clean all mirrors
- e) Restock/refill all dispensers as needed
- f) Sweep and wet mop floors with disinfectant cleaner
- g) Empty all waste containers and disposals; replace liners as needed
- h) Empty and sanitize interior of sanitary napkin receptacles; replace liners as needed
- i) Damp clean walls, partitions, ledges, sills and counters
- j) Damp clean doors, door frames, handles, push plates, kick plates and light switches
- k) Damp clean ceramic tile walls
- I) Damp clean toilet compartment partitions and doors
- m) Damp clean walls around lavatories
- n) Remove scale from urinals and toilet bowls
- 3. KITCHEN/TWICE-WEEKLY SERVICES (Tuesday/Friday) for most of the calendar year
 - * DAILY SERVICE (Monday-Friday) during the summer for seven weeks.
 - a) Empty and damp clean outside of all waste containers replacing liners as needed
 - b) Spot clean light switches
 - c) Fill and clean paper and soap dispensers
 - d) Damp clean all sinks and counter tops
 - e) Spot clean face of counter
 - f) Clean inside and out of microwave oven
 - g) Clean inside and out of the refrigerator
- KITCHEN/QUARTERLY SERVICES
 - a) Thoroughly clean and sanitize interior and exterior of refrigerator
- 5. TILE & VINYL FLOORS/MONTHLY
 - a) Burnish and wash all floors (Per manufacturers recommendations)
- TILE & VINYL FLOORS/QUARTERLY
 - a) Strip and wax entire floor area

SPECIAL EVENT CLEANING

 a) Perform all above identified daily services including the main hall, kitchen and restrooms

D. FLETCHER COVE PARK RESTROOMS ONLY (PRIOR TO 6:00 A.M. DAILY)

RESTROOMS/DAILY

- a) Clean and sanitize all fixtures, wash basins, chrome fittings, and dispensers
- b) Clean and sanitize all toilets, toilet seats, urinals, and sanitary napkin receptacles
- c) Clean and polish all bright metal surfaces
- d) Spot clean all mirrors
- e) Restock/refill all dispensers as needed
- f) Sweep and wet mop floors with disinfectant cleaner
- g) Empty all waste containers and disposals; replace liners as needed
- h) Empty and sanitize interior of sanitary napkin receptacles; replace liners as needed
- i) Damp clean walls, partitions, ledges, sills, and counters
- j) Damp clean doors, door frames, handles, push plates, kick plates, and light switches
- k) Damp clean ceramic tile walls
- I) Damp clean toilet compartment partitions and doors
- m) Damp clean walls around lavatories
- n) Remove scale from urinals and toilet bowls
- o) An attempt should be made to clear all backed up fixtures. If un-successful, contractor shall contact the city for assistance
- p) Rinse floors thoroughly

2. RESTROOMS/WEEKLY

- a) Wash down and sanitize partitions
- b) Low dust all flat surfaces to hand height
- c) Pour clean water down floor drains to prevent sewer gases from escaping

RESTROOMS/MONTHLY

- a) Clean and sanitize inside of waste receptacles
- b) Dust all ceiling vents and grills
- c) High dust all flat surfaces above hand height
- d) Damp clean exterior of ceiling light diffusers
- e) Replace deodorizing screens for urinals when the deodorizing component is 75% dissolved or as needed

f) Machine scrub tile floors

E. LA COLONIA PARK OUTSIDE RESTROOMS (PRIOR TO 6:00 A.M. DAILY)

RESTROOMS/DAILY

- a) Clean and sanitize all fixtures, wash basins, chrome fittings, and dispensers
- b) Clean and sanitize all toilets, toilet seats, urinals, and sanitary napkin receptacles
- c) Clean and polish all bright metal surfaces
- d) Spot clean all mirrors
- e) Restock/refill all dispensers as needed
- f) Sweep and wet mop floors with disinfectant cleaner
- g) Empty all waste containers and disposals; replace liners as needed
- h) Empty and sanitize interior of sanitary napkin receptacles; replace liners as needed
- Damp clean walls, partitions, ledges, sills, and counters
- j) Damp clean doors, door frames, handles, push plates, kick plates, and light switches
- k) Damp clean ceramic tile walls
- I) Damp clean toilet compartment partitions and doors
- m) Damp clean walls around lavatories
- n) Remove scale from urinals and toilet bowls
- o) An attempt should be made to clear all backed up fixtures. If un-successful, contractor shall contact the city for assistance
- p) Rinse floors thoroughly

RESTROOMS/WEEKLY

- a) Wash down and sanitize partitions
- b) Low dust all flat surfaces to hand height
- c) Pour clean water down floor drains to prevent sewer gases from escaping

RESTROOMS/MONTHLY

- a) Clean and sanitize inside of waste receptacles
- b) Dust all ceiling vents and grills
- c) High dust all flat surfaces above hand height
- d) Damp clean exterior of ceiling light diffusers
- e) Replace deodorizing screens for urinals when the deodorizing component is 75% dissolved or as needed
- f) Machine scrub tile floor

E. FIRE STATION

- 1. RESTROOMS QUARTERLY (4 Times a Year)
 - a) Clean and sanitize inside of waste receptacles
 - b) Dust all ceiling vents and grills
 - c) High dust all flat surfaces above hand height
 - d) Damp clean exterior of ceiling light diffusers
 - e) Replace deodorizing screens for urinals when the deodorizing component is 75% dissolved or as needed
 - f) Machine scrub tile floor

2. CARPET AREAS

a) Steam clean all accessible areas of carpets. Accessible areas include all carpet areas without moving heavy furniture

EXHIBIT B FEE PROPOSAL SCHEDULE

FEE PROPOSAL		
Property and Location	Amount per Month	
A. City Hall 635 S. Highway 101	\$2,123.15	
B. La Colonia Community Center 715 Valley Avenue	\$553.68	
C. Fletcher Cove Community Center 133 Pacific Avenue (Non-summer Months)	\$332.54	
D. Fletcher Cove Park Restrooms 111 S. Sierra Avenue	\$653.56	
E. La Colonia Park outside Restrooms 715 Valley Avenue	\$653.56	
F. Fire Station 500 Lomas Santa Fe Drive	\$264.86	
Amount per Month	\$4,581.35	
. Amount per Year	\$54,976.20	
Fletcher Cove Community Center Summer Hours Daily Service: Monday thru Friday (July 9 th thru August 24 th) Amount per Week	\$192.00	

Fletcher Cove Community Center Special Events	
Custodial Cleaning Fee per Event	\$75.00



STAFF REPORT **CITY OF SOLANA BEACH**

TO: Honorable Mayor and City Councilmembers FROM:

Gregory Wade, City Manager

MEETING DATE: August 22, 2018

ORIGINATING DEPT: Finance

SUBJECT: Consideration of Resolution 2018-116 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 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.

A contract with Tri-Star was executed on August 1, 2016 by the City. The contract was an ongoing contract that automatically renewed each fiscal year with the contract cost remaining at \$25,000 per fiscal year through June 30, 2018. The fee has remained at \$25,000 since July 1, 2014.

Though the contract renewed automatically each fiscal year, on August 23, 2017, the City Council adopted Resolution 2017-121 to ratify the executed contract through June 30, 2018.

This item is before the City Council to consider adoption of Resolution 2018-116 (Attachment 1) authorizing the City Manager to enter into a new one-year contract with Tri-Star for worker compensations claims administration services with an option to renew the contract up to four additional years at the discretion of the City Manager.

CITY COUNCIL ACTION:	

DISCUSSION:

Over the past year and a half, Staff reviewed the processing of claims by Tri-Star, solicited a proposal for worker compensation claims administration from Keenan and Associates, conducted interviews with Tri-Star and Keenan, and solicited input from risk managers of other cities.

Staff concluded that Tri-Star is providing competent processing of the City's worker compensation claims. The California State Association of Counties-Excess Insurance Authority (CSAC-EIA), which covers the City for its excess worker compensation liability, gave Tri-Star a 96% competency rating in its most recent audit of City claims being processed by Tri-Star.

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 proposed contract's annual service fees for FY 2017/18 through FY 2022/23, which includes the optional additional extensions, are presented below.

Fiscal Year	Annual Service Fee
2018/19	\$25,750.00
2019/20	\$26,522.50
2020/21	\$27,318.18
2021/22	\$28,137.72
2022/23	\$28.981.85

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

The annual service fees for the proposed contract with Tri-Star for FY 2017/18 through FY 2022/23, which includes the optional additional extensions, are presented below.

Annual
Service Fee
\$25,750.00
\$26,522.50
\$27,318.18
\$28,137.72
\$28,981.85

The annual cost to the City is budgeted at the annual service fee plus 15% of the cost of medical case reviews. The Adopted Budget for FY 2018/19 has 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 Resolution 2018-116:

- 1. Authorizing the City Manager to execute a one year agreement with Tri-Star for the period July 1, 2018 to June 30, 2019.
- 2. Authorizing the City Manager to extend the agreement for up to four additional years at the City's option.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.

Gregory Wade, City Manager

Attachments:

- 1. Resolution 2018-116
- 2. Contract with Tri-Star

RESOLUTION 2018-116

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, 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 authorizes the City Manager to execute a one year agreement with Tri-Star for the period July 1, 2018 to June 30, 2019.
- 3. That the City Council authorizes the City Manager to extend the agreement for up to four additional years at the City's option.

Resolution 2018-116 Tri-Star Contract Page 2 of 2

PASSED AND ADOPTED this 22rd day of August, 2018, at a regular meeting of the City Council of the City of Solana Beach, California by the following vote:

	AYES: NOES: ABSTAIN: ABSENT:	Councilmembers – Councilmembers – Councilmembers – Councilmembers –		
			DAVID A. ZITO, Mayor	
APPF	ROVED AS TO	O FORM:	ATTEST:	
JOHA	ANNA N. CAN	ILAS. City Attorney	ANGELA IVEY City Clerk	

Claims Services Agreement

AGREEMENT made this ___ day of ______, 201__ 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 ____ 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, 2018 ("Effective Date") and shall remain in effect continuously until July 31, 2019 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 four (4) 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, as deemed appropriate by TRISTAR, 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 <u>Schedule B</u> 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.
- 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.

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.
- 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").
- 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

- 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; or
 - iii) For the duration of the applicable Statute of Limitations.

7. Indemnification, Limitation of Liability

- 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 the actual fraud, negligence or willful misconduct of TRISTAR 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.
- 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, EXEMPLARY, EXTRA-CONTRACTUAL, PUNITIVE, 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 The provisions of this Section 7 shall survive the termination of this Agreement.

8. Confidentiality, Privacy of Claim File Information

- 8.1 The parties acknowledge that in the course of dealings between each other:
- 8.1.1 Each party will acquire from the other information about business activities and operations, technical information and trade secrets, all of which are highly confidential and proprietary ("Confidential Business Information"). Confidential Business Information shall not include (i) information already known to a party; (ii) information which now is or hereafter becomes publicly known through no wrongful act of a party, (iii) information received by a party from a third party without similar restriction and without breach of this Agreement; (iv) information independently developed by a party; (v) information approved for release by written authorization of the other party; and (vi) information which, after notice to a party providing a reasonable opportunity to contest disclosure, must be disclosed pursuant to the requirements of a governmental agency or a final binding order of a court of competent jurisdiction; and
- 8.1.2 Each party may gain access to and/or generate information of Customer's consumers, customers, insureds or claimants which may include personally identifiable, financial and/or health information which may be protected by federal, state and local laws ("Protected Information").
- 8.2 In the event a party provides its Confidential Business Information and/or Protected Information (collectively "Confidential Information") to the other party ("Receiving Party"), such Confidential Information shall be provided subject to the following confidentiality terms:
- 8.2.1 A party's Confidential Information shall be safeguarded by the Receiving Party with at least as great a degree of care as the Receiving Party uses to safeguard its own most confidential materials or information relating to its own business.
- 8.2.2 The Confidential Information must be circulated, quoted, disclosed, or distributed solely on a "need to know basis" and only to employees, attorneys, or consultants of the Receiving Party ("Representatives") after such Representatives have been informed of and agreed to be bound by this duty of confidentiality. Further, a Receiving Party agrees to obligate each of its Representatives to a level of care sufficient to protect the Confidential Information from unauthorized use or disclosure.

- **8.2.3** A Receiving Party and its Representatives shall not further circulate, quote, disclose or distribute any of the Confidential Information except as permitted under this Section 8.
- 8.3 The provisions of this Section 8 shall survive the termination of this Agreement.

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 <u>Schedule A</u>. 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 TRISTAR which wholly or partially prevents the performance by TRISTAR 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 TRISTAR shall be excused from its obligations hereunder to the extent made necessary by such cause or condition and during the continuance thereof, and TRISTAR 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 <u>Schedule C</u>;
- 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 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 take reasonably necessary steps 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:
 - 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 Manager/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.

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	CITY OF SOLANA BEACH
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

Schedule A

Reporting Agent; Service Period; Fees and Expenses

This <u>Schedule A</u> shall be effective July 1, 2018 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 <u>Schedule B</u>): 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		
7/1/18 to 6/30/19	\$25,750.00	\$6,437.50
Renewal Terms (if pa	arties elect to renew in acco	ordance with Section 1)
7/1/19 to 6/30/20	\$26,522.50	\$6,630.63
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 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.

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 <u>Schedule B</u>.

B.1 Scope of Services

In consideration of the payment of the applicable fees calculated in accordance with <u>Schedule A</u>, 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 MAKES NO 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 WITHOUT ANY WARRANTY WHATSOEVER. 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 refund the amount paid for the Information Services, for which a claim is made.
- 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 TRISTAR'S AGGREGATE LIABILITY ARISING FROM OR ANY THIRD PARTY. RELATING TO THIS AGREEMENT OR THE INFORMATION SERVICES IS LIMITED TO THE AMOUNT OF FEES THAT CUSTOMER HAS PAID IN CONNECTION WITH THE SERVICE FOR WHICH CUSTOMER CLAIMS TRISTAR'S BREACH OF THIS AGREEMENT. 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.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

Information transmitted and received through the internet may be neither secure nor confidential and TRISTAR cannot and does not guarantee the privacy, security, authenticity, and non-corruption of any information so transmitted or stored in any system connected to the internet. TRISTAR shall not be responsible for any adverse consequences whatsoever of Customer's connection to or use of the internet, and 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, TRISTAR may provide to Customer or Customer may gain access to or 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. Customer 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, Customer shall not disclose, license, sell or otherwise transfer Protected Information to a third party.
- B.6.2 Customer shall immediately notify TRISTAR 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, Customer shall comply with this Section 6 with respect to all Protected Information in Customer's possession or in the possession of Customer's subcontractors or any other third party over which it has control.

Schedule C Preferred Provider Specialty Services

TRISTAR's standard 2017 Preferred Provider Specialty Services fees are shown below. Unless the parties agree otherwise, TRISTAR's standard 2018 Preferred Provider Specialty Services fees will be in effect as of August 1, 2018 and are subject to change from time to time thereafter upon notice to Customer. 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	\$8.75 per bill or \$1.50 per line (minimum 4 lines)
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)
	Plus
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
Dro Codification (In as Out Dation)	proceeds to utilization review
Pre-Certification (In- or Out-Patient)	\$140.00 per pre-certification
Concurrent Review	\$125 per hour.
(Review during hospitalization or outpatient treatment, as treatment progresses to ensure duration and type of treatment meet appropriate guidelines)	
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	\$295.00 flat rate when assigned by a nurse case
(Includes review of medical records, discussion with treating physician and communication of decision in writing to all parties)	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		
Nurse Case Management	0105	- 6-11-1
Telephonic Case Management	\$105 per hour, except the	e rollowing states:
Alaska and Hawaii California	\$140 per hour	
California Novy York Illipois and Florida	\$125 per hour	
 New York, Illinois and Florida OR Duration Based 	\$120 per hour	
	0070	
• First 30 days	\$370 per claim	
Second 30 days The base of the second	\$285 per claim	
Each 30 days until closure Field Cree Management	\$200 per claim	
Field Case Management	\$105 per hour with the foll	lowing state exceptions*
Alaska and Hawaii California	\$140 per hour*	
CaliforniaNew York, Illinois, and Florida	\$125 per hour*	
• New York, Illinois, and Florida	\$120 per hour*	*ali in Milagga at IDC milagga vata
Field Case Management - Tasks	One time visit to provider	*plus Mileage at IRS mileage rate
Heid Case Management - 10sks	One time visit to provider Two visits to provider	
	Medical record retrieval	\$750 plus mileage
	Job Analysis	\$135 plus mileage \$475 plus mileage
Catastrophic Caso Managament		<u> </u>
Catastrophic Case Management (High level of RN interaction with	\$150 per hour plus mileag	E
immediate response to significant injury,		
e.g. severe head injury, severe burns,		
gunshot. Available 24x7)		
Pharmacy Benefit Management (PBM):		
Point of sale utilization review	\$125 per hour billed at 10	minuta incremente
Nurse Intervention: Complex Pharmacy	\$125,00 per hour	Thirdre increments
Management, Weaning Protocols	\$120.00 per rioui	
(Available when opioids have been		
prescribed for 60+ days with no evidence		
that physician will end treatment pattern.)		
Physician Intervention: Complex Pharmacy	\$125 00 per hour pursing in	ntervention plus pass through
Management.	of actual physician fees	nervermon pius pass moagn
(Utilized in instances of numerous drug	or acraal physician rees	
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.)		
Other Networks:		
California Medical Provider Networks (MPN)	Standard MPN: \$100.00 pe	er month plus \$3,00 per bill
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		ee) or \$500 per month flat fee
	(
	Custom MPN or MPO: Ava	ilable upon request
Texas HCN (Prime)	\$24.00 per bill	TP 0 10 4 4001
Other Services:	·	
Special Investigations	Outsourced, at cost - typi	cally \$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		
Ivilianda	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 codefendants
- 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



STAFF REPORT CITY OF SOLANA BEACH

TO: FROM: Honorable Mayor and City Councilmembers

FROM: Gregory \
MEETING DATE: August 2:

Gregory Wade, City Manager August 22, 2018

ORIGINATING DEPT:

City Manager's Office

SUBJECT:

Council Consideration of Resolution No. 2018-117 Approving and Ratifying the Amended Memorandum Of Understanding with the Solana Beach School District and the Amended Professional Services Agreement with All City Management Services, Inc. for Crossing Guard Services, Appropriating Corresponding Funds and

Approving FY 2018/19 Budget Amendments

BACKGROUND:

On June 27, 2018, the City Council (Council) approved a Memorandum of Understanding (MOU) with the Solana Beach School District (District) for crossing guard services. Since that approval, it was requested that the City and the District consider adding the Santa Helena and Lomas Santa Fe Drive crosswalk to the program. The City discussed this possibility with the District and their Board approved the addition of the intersection at their July 19, 2018 meeting.

This item is before Council to consider Resolution 2018-117 (Attachment 1) ratifying the Amended Memorandum of Understanding (MOU) (Attachment 2) with the Solana Beach School District for crossing guard services. In addition, if Council approves the ratification of the MOU, Staff requests that the Council also ratify the Amended Professional Services Agreement (PSA) with All City Management Services, Inc. (Attachment 3) to include the Santa Helena and Lomas Santa Fe intersection. Lastly, if the Council approves the amended agreements, Staff requests corresponding appropriations of funds and approval of Fiscal Year (FY) 2018/19 budget amendments.

COUNCIL ACTION:	

DISCUSSION:

The inclusion of the Santa Helena and Lomas Santa Fe intersection requires the addition of two crossing guards, for a total of six crossing guards. The MOU still includes a cost-share provision outlined in Sections 3 and 4 whereby the School District will be responsible for sixty-five percent (65%) of the actual costs of providing crossing guard services as outlined in the agreement. The City will be responsible for the remaining thirty-five percent (35%) of the costs as well as conducting administration and contract management services. With the addition of the new intersection at Santa Helena and Lomas Santa Fe, the contract costs will increase from \$59,242 to \$88,862. With the 65%/35% split, the City's costs will increase from \$20,735 to \$31,102.

The Amended MOU (Exhibit 2) and Amended PSA (Exhibit 3) have been updated to reflect the additional intersection and number of guards. Staff recommends that City Council consider ratifying the Amended MOU with the Solana Beach School District (District) and Amended PSA with All City Management Services Inc. (ACMS).

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

The total cost for the first year of the amended agreements is not to exceed \$88,862. The District will reimburse the City for sixty-five percent of this cost, or \$57,760, with the remaining thirty five percent, or \$31,102, being paid by the City. If the amended agreements was renewed for an additional four years with the Solana Beach School District cost-share arrangement in place, the total fiscal impact to the City (including the addition of another intersection as set forth in the amendments) over the life of the agreements would be \$155,510.

Should the Council approve the Amended MOU and PSA, Staff is recommending that an appropriation be made to the FY 2018/19 Adopted Budget for the increased cost of the crossing guard contract and for the reimbursement amount that will be received from the Solana Beach School District.

WORK PLAN:

In the FY 2018/19 Work Plan, this item is Community Character – Land Use and Planning – Priority Item 9

OPTIONS:

- Approve Staff recommendation.
- Approve Staff recommendation with alternative amendments / modifications.
- Deny Staff recommendation and provide direction.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council consider adoption of Resolution 2018-117:

- 1. Approving and ratifying the Amended Memorandum of Understanding with the Solana Beach School District for crossing guard services.
- Approving and ratifying the Amended Professional Services Agreement with ACMS to provide crossing guard services for one year with the option to extend the agreement for up to four additional one year terms.
- Appropriating \$29,620 to the Professional Services expenditure account in the Traffic Safety budget unit and \$19,253 to the Reimbursed Cost revenue account, both in the General Fund.
- 4 Authorizing the City Treasurer to amend the FY 2018/19 Adopted Budget accordingly.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.

Gregory Wade, City Manager

Attachments:

- 1. Resolution 2018-117
- 2. Amended Solana Beach School District Memorandum of Understanding
- 3. Amended Professional Services Agreement with ACMS

RESOLUTION 2018-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEACH. CALIFORNIA. **APPROVING** SOLANA **RATIFYING** THE AMENDED MEMORANDUM OF UNDERSTANDING WITH THE SOLANA BEACH SCHOOL DISTRICT AND THE AMENDED PROFESSIONAL SERVICES AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR CROSSING GUARD SERVICES, APPROPRIATING CORRESPONDING FUNDS AND APPROVING FY 2018/19 **BUDGET AMENDMENTS**

WHEREAS, the City of Solana Beach Fiscal Year (FY) 2018/19 Work Plan directed Staff to explore a partnership with the Solana Beach School District (District) to provide crossing guards on Lomas Santa Fe Drive at the I-5 interchange; and

WHEREAS, the City promotes walking and biking throughout the community to promote a healthier lifestyle and reduce vehicular traffic; and

WHEREAS, the safety of Solana Beach students walking to and from school is paramount; and

WHEREAS, the intersections of Lomas Santa Fe and the northbound and southbound ramps of the I-5 freeway were identified as possible locations for crossing guards to facilitate the safe crossing of school children; and

WHEREAS, both the City and the District agree that providing crossing guard services will be beneficial to school children and the public as a whole; and

WHEREAS, the District and the City have agreed to share the costs to provide crossing guard services and on June 27, 2018, the City Council approved a Memorandum of Understanding (MOU) with the District (District) for crossing guard services; and

WHEREAS, since that approval, the intersection at Santa Helena and Lomas Santa Fe Drive was also identified as a possible location for crossing guards to facilitate the safe crossing of school children and it was requested that the City and the District consider adding that crosswalk to the program. The City discussed this possibility with the District and their Board approved the addition of the Santa Helena and Lomas Santa Fe Drive intersection to the MOU at their July 19, 2018 meeting; and

WHEREAS, the addition of the Santa Helena and Lomas Santa Fe Drive intersection to the MOU also necessitates a corresponding addition to the PSA.

Resolution 2018 - 117 Revised Crossing Guard MOU Page 2 of 2

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

- 1. The above recitations are true and correct.
- 2. The City Council hereby approves and ratifies the Amended Memorandum of Understanding between the City and Solana Beach School District.
- 3. The City Council hereby approves and ratifies the Amended Professional Services Agreement with ACMS to provide crossing guard services for one year with the option to extend the agreement for up to four additional one year terms.
- 4. The City Council hereby appropriates \$29,620 to the Professional Services expenditure account in the Traffic Safety budget unit and \$19,253 to the Reimbursed Cost revenue account, both in the General Fund.
- 5. The City Council hereby authorizes the City Treasurer to amend the FY 2018/19 Adopted Budget accordingly.

PASSED AND ADOPTED this 22nd day of August 2018, at a regular meeting of the City Council of the City of Solana Beach, California by the following vote:

Councilmembers -

Councilmembers -

ABSTAIN: Councilmembers -

AYES: NOES:

ABSENT: Councilmembers	
	DAVID A. ZITO, Mayor
APPROVED AS TO FORM:	ATTEST:
JOHANNA N. CANLAS, City Attorney	ANGELA IVEY, City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOLANA BEACH AND SOLANA BEACH SCHOOL DISTRICT

This Agreement is entered into on July 30, 2018 ("Effective Date"), by and between the City of Solana Beach ("City"), and Solana Beach School District ("District," collectively "the Parties"), for the purpose of setting forth the terms of the City's provision of crossing guard services near District school sites and the District's financial contribution for such services.

- 1. <u>Term.</u> The term of this Agreement shall commence on the Effective Date and expire on June 30, 2019. The Agreement automatically renews annually unless otherwise terminated under paragraph 7.
- 2. <u>Crossing Guard Services</u>. During the term of this Agreement, the City will provide crossing guard services near the District school site(s) described in Exhibit A for the purpose of increasing the safety of the public attending the District site(s). Crossing guard services provided by the City shall include the provision of personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks, in accordance with all state and local laws, ordinances, or regulations. The City shall coordinate with the District to establish, and modify if necessary, the location and schedule of the crossing guard services.
- 3. <u>Financial Contribution</u>. During the term of this Agreement, the District will provide financial assistance to the City for crossing guard services provided by the City near the District school site(s) described in Exhibit A. The Parties acknowledge that the District's agreement to financially contribute to the City's provision of crossing guard services is for the sole purpose of assisting the City in providing such services during the term of this Agreement, which the Parties agree will be beneficial to school children and the public as a whole. The District's financial contribution shall be sixty-five percent (65%) of the actual costs incurred by the City in providing such services near the District school site(s) described in Exhibit A.
- 4. <u>Billing</u>. The City shall bill the District as follows:
- a. The City will submit to the District, on a monthly basis, an invoice for sixty-five percent (65%) of the actual costs of providing crossing guard services under this Agreement. The City shall bill the District on the tenth (10th) day of each month. Payments to the City shall be due no later than thirty (30) days after the District's receipt of the billing.
- b. The City's billing shall set forth the costs for crossing guard services actually rendered near District school sites in the immediately preceding billing period. This shall include, at a minimum, a break down and a summary of the actual costs incurred by the City in providing such crossing guard services for the applicable billing period.

- c. At the District's request, the City shall timely provide any additional information, as is reasonable, regarding actual costs incurred by the City in providing crossing guard services under this Agreement.
- d. All bills submitted under this Agreement shall be written and deposited in the United States mail, first class, post prepaid, and addressed to:

Lisa Davis Assistant Superintendent, Business Services Solana Beach School District 309 North Rios Avenue Solana Beach, CA 92075

5. Crossing Guard Program. The Parties acknowledge and agree that the District's financial contribution shall be limited to the reimbursement of a portion of the City's expenses as provided in Section 3 above during the term of this Agreement. Nothing in this Agreement is to be construed or interpreted as the District or the City having undertaken the responsibility of providing crossing guard services at or near school sites after the termination of this Agreement. The Parties further acknowledge and agree that the City shall, during the term of this Agreement, be solely responsible for operating and managing the crossing guard program contemplated by this Agreement, and that this Agreement shall not be construed or interpreted as having created an employer-employee or independent contractor relationship between the City and District. The City retains sole discretion in the selection, hiring and provision of crossing guard services, which the City may accomplish through an agreement with an independent contractor, without the consent of the District.

6. Indemnification.

- a. If the City elects to hire an independent contractor to provide the crossing guard services contemplated by this Agreement, any such agreement with a crossing guard service provider shall provide that such independent contractor will, at a minimum with respect to such independent contractor's fault or comparative fault as applicable, indemnify, hold harmless and defend both the City directly and the District as a third party beneficiary under such independent contractor agreement. The City shall provide a copy of any such agreement with the crossing guard provider to the District within thirty (30) days following City approval of the same.
- b. To the extent that the City utilizes any of its employees in connection with providing the crossing guard services contemplated by this Agreement, the City agrees to indemnify, hold harmless, and defend the District, its officers, agents, and employees from and against any and all claims, demands, losses, legal and investigation expenses, or liability of any kind or nature, which the District, its officers, agents, and employees may sustain or incur, or which may be imposed upon them or any of them, for injury to, or death of persons, or damage to property as a result of, arising out of, or in any manner connected with, the performance of the City, its agents, representatives, or employees, under the terms of this Agreement, or with the condition of the City's property, excepting only liability arising out of sole negligence, recklessness or intentional misconduct of the District.

- c. The District agrees to indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, demands, losses, legal and investigation expenses, or liability of any kind or nature, which the City, its officers, agents, and employees may sustain or incur, or which may be imposed upon them or any of them, for injury to, or death of persons, or damage to property as a result of, arising out of, or in any manner connected with, the performance of the District, its agents, representatives, or employees, under the terms of this Agreement, or with the condition of the District's property, excepting only liability arising out of sole negligence, recklessness or intentional misconduct of the City.
- d. In the event of claims arising out of the concurrent acts or omissions of both the City and the District, the parties agree to be responsible for, and to hold the other party harmless from, any judgment or payment attributed to it by judgment, settlement agreement, or other award. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, or where the parties agree to a settlement determining the comparative fault of the parties, the District and the City may seek reimbursement or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.
- 7. <u>Termination</u>. Either Party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other. Notice of termination to the District shall be provided in the same manner as set forth in Section 4(d) above. Notice of termination to the City shall be provided in the same manner, but addressed to:

City of Solana Beach 635 S Highway 101 Solana Beach, CA 92075 Attn: City Manager

- 8. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement and understanding of the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained herein. All prior understandings, terms, or conditions, written, oral, express, or implied, are superseded by this Agreement. This Agreement may be modified only by mutual written agreement of the Parties.
- 9. <u>Board Approval</u>. The Parties to this Agreement recognize that, to be enforceable, this Agreement must be approved or ratified by the District's Board of Education at a lawfully called meeting.

[SIGNATURES CONTINUED ON NEXT PAGE]

AGREED

SOLANA BEACH SCHOOL DISTRICT		
Lisa Davis	7/30/18	
Assistant Superintendent, Business Services	Date	

7-30-18

Date

CITY OF SOLANA BEACH

Gregory Wade City Manager

00177-00005/4274924.1

EXHIBIT "A" SCOPE OF SERVICES AND FEE

During the term of this Agreement, crossing guard services will be provided near the following school site(s):

Three guards will be positioned on Lomas Santa Fe Drive where it intersects the Interstate 5 southbound ramp, one guard where it intersects the Interstate 5 northbound ramp and two guards at the intersection of Santa Helena as indicated in the photo below (for a total of six guards). The actual configuration of guard numbers and position locations are subject to change pending review and evaluation of the crossing guard program at these sites to ensure student safety.



City of Solana Beach

PROFESSIONAL SERVICES AGREEMENT

FOR Crossing Guard Services

THIS Professional Services Agreement ("AGREEMENT") is made and entered into this 23rd day of July, 2018 by and between the CITY OF SOLANA BEACH, a municipal corporation ("CITY"), and, ACMS a California corporation, etc.,, ("CONSULTANT") (collectively "PARTIES").

WHEREAS, the CITY desires to employ a CONSULTANT to furnish Crossing Guard Services ("PROFESSIONAL SERVICES") for a school-year crossing guard program ("PROJECT"); and

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

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

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

1. PROFESSIONAL SERVICES.

- 1.1. Scope of Services. The CONSULTANT shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit "A" Scope of Services and Fee, at the direction of the CITY. CITY shall provide CONSULTANT access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT.
- 1.2. Project Coordinator. The Assistant City Manager is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CONSULTANT. is hereby designated as the Project Director for CONSULTANT.
- 1.3. City Modification of Scope of Services. CITY may order changes to the Scope of Services within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions. If such changes cause a change in the CONSULTANT's cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONSULTANT's compensation and/or contract time shall be made, subject to the CITY'S approval. All such changes shall be authorized in writing, executed by CONSULTANT and CITY.

2. DURATION OF AGREEMENT.

- 2.1. Term. The term of this AGREEMENT shall be for a period of one (1) year beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.
- 2.2. Extensions. ☑ If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year periods or parts thereof for an amount not to exceed eighty-eight thousand eight hundred and sixty-two dollars (\$88,862) per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT's satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.

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

3. COMPENSATION.

- 3.1. Total Amount. The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall not exceed eighty-eight thousand eight hundred and sixty-two dollars (\$88,862) without prior written authorization from CITY. CONSULTANT shall bill the CITY for work provided and shall present a written request for such payment monthly.
- **3.2.** Additional Services. CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services.
- 3.3. Costs. Any costs billed to the CITY shall be in accordance with any terms negotiated and incorporated herein as part of Exhibit "A" Scope of Services and Fee.

4. INDEPENDENT CONTRACTOR.

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

5. STANDARD OF PERFORMANCE.

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

6. WARRANTY OF CONSULTANT'S LICENSE.

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

7. AUDIT OF RECORDS.

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

8. CONFIDENTIALITY.

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

9. CONFLICTS OF INTEREST.

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

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

10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.

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

11. INSURANCE

- 11.1. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.
- 11.2. CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.
- 11.3. Types and Amounts Required. CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:
 - 11.3.1.
 Commercial General Liability (CGL). If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$2,000,000.00 per occurrence and subject to an annual aggregate of \$4,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
 - 11.3.2. Commercial Automobile Liability. If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

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

12. INDEMNIFICATION.

CONSULTANT agrees to indemnify, defend, and hold harmless the CITY, the Solana Beach School District ("DISTRICT") and their respective officers, officials, agents and employees from any and all claims, demands, costs or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY, the DISTRICT or their respective elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. Notwithstanding the foregoing, in the event that a court determines that liability for any claim, demand, cost or liability was caused or contributed to by the negligence, recklessness, or willful misconduct of CITY or DISTRICT, liability will be apportioned between the PARTIES and the DISTRICT, as applicable, based upon their respective degrees of culpability, as determined by the court, and CONSULTANT'S duty to indemnify CITY and DISTRICT will be limited accordingly. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.

13. SUBCONTRACTORS.

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

14. NON-DISCRIMINATION.

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

15. NOTICES.

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

Dan King, Assistant City Manager

City of Solana Beach 635 S. Highway 101 Solana Beach, CA 92075 Demetra Farwell, Administrative Services Director

All City Management Services, Inc. 10440 Pioneer Blvd, Suite 5 Santa Fe Springs, CA 90670

16. ASSIGNABILITY.

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

17. RESPONSIBILITY FOR EQUIPMENT.

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

18. CALIFORNIA LAW: VENUE.

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

19. COMPLIANCE WITH LAWS.

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

20. ENTIRE AGREEMENT.

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

21. NO WAIVER.

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

22. SEVERABILITY.

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

23. DRAFTING AMBIGUITIES.

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

24. CONFLICTS BETWEEN TERMS.

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

25. EXHIBITS INCORPORATED.

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

26. SIGNING AUTHORITY.

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

Bv:

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

CITY OF SOLANA BEACH, a municipal corporation

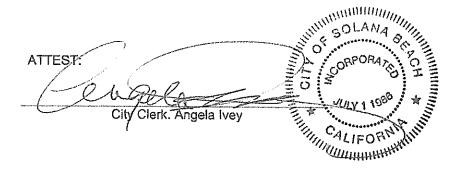
CONSULTANT, a California corporation

By:

Cit√Manager, Gregory Wade

Signature

Corporate Secretary, Demetra Farwell



APPROVED AS TO CONTENT:

Dan King, Assistant City Manager

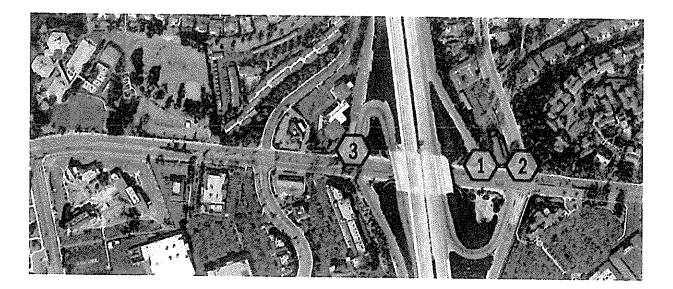
APPROVED AS TO FORM:

City Attorney, Johanna N. Canlas

EXHIBIT "A" SCOPE OF SERVICES AND FEE

During the term of this Agreement, crossing guard services will be provided near the following school site(s):

Three guards will be positioned on Lomas Santa Fe Drive where it intersects the Interstate 5 southbound ramp, one guard where it intersects the Interstate 5 northbound ramp and two guards at the intersection of Santa Helena as indicated in the photo below (for a total of six guards). The actual configuration of guard numbers and position locations are subject to change pending review and evaluation of the crossing guard program at these sites to ensure student safety.





STAFF REPORT CITY OF SOLANA BEACH

TO: FROM:

Honorable Mayor and City Councilmembers

Gregory Wade, City Manager

August 22, 2018

MEETING DATE:

Fire and Marine Safety Dept.

ORIGINATING DEPT: SUBJECT:

Consideration of Resolution 2018-114 Accepting \$12,243 in 2017 State Homeland Security Program Grant Funds for

the Purchase of 800 MHz Replacement Radios

BACKGROUND:

Activities implemented under State Homeland Security Program (SHSP) grants must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, response to and recovery from terrorism in order to be considered eligible. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards and catastrophic incidents. The activities must also align with the national, state, and urban area strategic objectives.

Under the direction of the County of San Diego, the entire public safety communications infrastructure is being replaced in 2019 to improve regional capabilities. After 2020, all of the City's dated radio equipment will be out of compliance. The current system, Regional Communication System (RCS), will be replaced with the Next Generation Regional Communication System (NextGen RCS). Additionally, the sole vendor, Motorola, will not be able to provide replacement parts for older radios. The short term solution involves a system upgrade for radios that will not be replaced immediately, which costs significantly less than purchasing new radios (approximately \$5,500 less per radio).

Due to the significant financial undertaking the replacement requires, Staff will use SHSP grant funds to purchase radios over the next few years. The estimated cost to replace all City radios and peripheral equipment is approximately \$97,000. All of the 2017 SHSP award will be allocated toward replacing radios in the Fire & Marine Safety Departments. Approximately \$12,000 of future SHSP awards will also be allocated toward replacing radios for the next three years.

COUNCIL ACTION:			

This item is before the City Council to request approval of Resolution 2018-114 (Attachment 1) accepting \$12,243 in 2017 State Homeland Security Program grant funds for the purchase of 800 MHz replacement radios.

DISCUSSION:

The City is directly receiving a total of \$12,243 awarded through the County of San Diego under SHSP for Federal Fiscal Year 2017 (Attachment 2). The funding allocated to the City will enhance its preparedness, prevention, and response capabilities. SHSP grant funds can only be expended on equipment authorized for purchase by the Department of Homeland Security. The City will apply the funds from the 2017 program to the cost of radios, which will provide improved communication and greater interoperability on incidents that require communication and coordination with multiple agencies and disciplines (i.e., Fire, Law Enforcement, Public Works, Emergency Management).

These are reimbursement grants and require the City to expend funds prior to requesting reimbursement. Under SHSP, expenditures must be made by the grant recipient and the reimbursement requested from the County of San Diego Office of Emergency Services. Presently, the deadline to expend funds and request reimbursement is May 31, 2019.

The State of California administers the grant and requires all grant recipients to adhere to the FY 2017 Grant Assurances which outlines policies and regulations pertaining to the use of federal grant funds (Attachment 2).

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

There is no negative fiscal impact associated with this action. The City is not required to provide a matching or cost share for grants under SHSP, nor is it required to fund the replacement of grant funded equipment in the future (at the end of its useful life). Staff does not anticipate incurring any significant increase in costs for maintaining the equipment during its lifespan.

An appropriation is needed in the Public Safety Special Revenue fund to record the expected grant revenue and related expenditure amount of \$12,243.

WORK PLAN:

N/A

<u>OPTIONS:</u>

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

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council consider adoption of Resolution 2018-114:

- Accepting \$12,243 in federal funds from a 2017 State Homeland Security Program (SHSP) grant awarded to the City of Solana Beach for the purchase of 800 MHz radios.
- Authorizing the Fire Chief, or his designee, to sign and submit the required California Governor's Office of Emergency Services Fiscal Year (FY) 2017 Grant Assurances (Attachment 2).
- 3. Approving an appropriation of \$12,243 to the Federal Grant revenue account and the Minor Equipment expenditure account for the Fire Department both in the Public Safety Special Revenue fund.
- 4. Authorizing the City Treasurer to amend the FY 2018/19 Adopted Budget accordingly.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.

Gregory Wade, City Manager

Attachments:

- 1. Resolution 2018-114
- 2. California Governor's Office of Emergency Services Standard Grant Assurances
- 3. FY 2017 San Diego County Office of Emergency Services Award Letter to Jurisdictions, dated March 6, 2018
- 4. FY 2017 State Homeland Security Program (SHSP) Grant Approved Allocation

RESOLUTION 2018-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING THE PURCHASE OF 800MHZ RADIOS IN THE AMOUNT OF \$12,243 AND AUTHORIZING THE FIRE CHIEF TO EXECUTE THE SHSP GRANT ASSURANCES DOCUMENT

WHEREAS, the Fire Department currently uses radios which will be phased out beginning in 2019 as they will no longer be operative with the public safety communications infrastructure; and

WHEREAS, the Solana Beach Fire Department received a grant through the State Homeland Security Grant Program (SHSP) in the amount of \$12,243 for the purchase of 800MHz replacement radios; and

WHEREAS, Motorola Solutions is the sole source vendor for the applicable radios; and

WHEREAS, a Grant Assurances document needs to be executed in order to receive the grant funds.

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

- 1. That the above recitations are true and correct.
- 2. That the City Council accepts \$12,243 in federal funds from a 2017 State Homeland Security Program (SHSP) grant awarded to the City of Solana Beach for the purchase of 800 MHz radios.
- 3. That the City Council authorizes the Fire Chief, or his designee, to sign and submit the required California Governor's Office of Emergency Services Fiscal Year 2017 Grant Assurances.
- 4. That the City Council authorizes the appropriation of \$12,243 to the Federal Grant revenue account and Minor Equipment expenditure account for the Fire Department both in the Public Safety Special Revenue fund.

Resolution 2018 - 114 SHSP Grant Award - 800MHz radios Page 2 of 2

5. That the City Council authorizes the City Treasurer to amend the FY 2018/19 Adopted Budget accordingly.

PASSED AND ADOPTED this 22nd day of August, at a regular meeting of the City Council of the City of Solana Beach, California by the following vote:

		Councilmembers – Councilmembers – Councilmembers – Councilmembers –		
			DAVID A. ZITO, Mayor	
APPROV	ED AS TO F	FORM:	ATTEST:	
JOHANN	A N. CANLA	AS, City Attorney	ANGELA IVEY, City Clerk	



Standard Assurances For All Cal OES Federal Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below):
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required.
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board or authorized body.
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body; and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

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Initiale			

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. §200.212 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principal, subgantees, recipients or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213.);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units

- (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (I) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);

- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (I) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award.

The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

<u>False Claims for Payment</u> The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no recipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the <u>Trafficking Victims Protection Act of 2000</u>, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect: (2) procuring a commercial sex act during the period of time that the award is in effect: or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The <u>Davis-Bacon Act</u> (40 U.S.C. §§ 276a to 276a-7), as applicable, and the <u>Copeland Act</u> (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the <u>Contract Work Hours and Safety Standards Act</u> (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts; and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this

Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the <u>Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970</u> (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the <u>Flood Disaster Protection Act</u> of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the <u>Lead-Based Paint Poisoning Prevention Act</u> (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

If the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also

Homeland Security Grant Program - 2017 Grant Assurances

find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

31. Non-supplanting Requirements

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document <u>must</u> be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2017, Version 7.0, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

The undersigned represents that he/she is authorized by the Applicant to enter into this agreement for

The state of the s		
Applicant:		
Signature of Authorized Agent:		
Printed Name of Authorized Agent:		
Title:	Date:	

and on behalf of the said Applicant



County of San Diego Office of Emergency Services 5580 Overland Ave., Suite 100 San Diego, CA 92123 -1251

Phone: (858) 565-3490 Fax: (858) 565-3499

Email: oes@sdcounty.ca.gov



March 6, 2018

SUBJECT:

NOTIFICATION OF PROJECT AWARD

Fiscal Year (FY) 2017 State Homeland Security Program (SHSP) Grant #2017-0083, Cal OES ID# 073-00000, CFDA # 97.067 HSGP

JURISDICTIONAL PERFORMANCE PERIOD: March 6, 2018, to June 30, 2019

Dear Homeland Security Grant Partners,

This letter is to notify you the County of San Diego, Office of Emergency Services (OES) has received approval from the California Governor's Office of Emergency Services (Cal OES) for the Fiscal Year 2017 State Homeland Security Program (SHSP).

The final date to expend FY17 SHSP grant funds is May 31, 2019. Jurisdictions must have all reimbursement requests to OES by June 30, 2019. OES will be monitoring expenditures closely and reallocating funds that cannot be spent by this deadline. Please submit your claims in a timely manner in order for the funds to be expended within the required performance period of the grant.

This grant is subject to all provisions of 2CFR Part 200, Subpart F - Audit Requirements.

At this time projects that have any associated holds, which include EHP, EOC, aviation, watercraft, or requests that need Cal OES sole source pre-approval may not be purchased; please refer to paragraph three of Cal OES' "Notification of Subrecipient Award Approval" for information on purchases requiring further approval from Cal OES. Funds awarded under this allocation will be subject to the requirements in the Department of Homeland Security Fiscal Year 2017 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity and the California Supplement to the Federal Notice of Funding Opportunity.

The Office of Emergency Services is available to provide technical assistance throughout the entire grant process. For assistance, please contact OES Finance Unit:

- Christina Davis, at (858) 715-2344 or <u>Christina.Davis@sdcounty.ca.gov</u>
- Raluca Pimenta, at (858) 715-2214 or Raluca.Pimenta@sdcounty.ca.gov

Thank you for your efforts to improve the safety and security of our region. We look forward to working with you and appreciate your cooperation and support.

Sincerely

Holly Crawford, Director

of Jany 7

San Diego County Office of Emergency Services

FY 201	FY 2017 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT APPROVED ALLOCATION	ELAND SECU	RITY PROGRA	NM (SHSP) GR	ANT APPRO	VED ALLOCA	TION		
JURISDICTION	FY2	FY2016 - ALLOCATION	TON			FY2017 - ALLOCATION	OCATION		
CITIES	LE - 25% of FY16 Allocation	Non-LE Allocation	TOTAL	Swom LE Personnel Figures (2016)	LE - 25% of FY17 Allocation	Non-LE Population (2016)	Non-LE Allocation	TOTAL	% Change from FY2016 to FY2017
CARLSBAD	16,643	68,175	84,818	110	16,643	112.930	65.619	82 262	
CHULA VISTA	32,681	153,285	185,966	216	32,681	265.070	147 286		3 226/
CORONADO	6,203	19,114	25,317	41	6,203	25.230	18.543		
DELMAR		7,391	7,391	1	ŧ	4.274	7 294		
EL CAJON	18,459	62,249	80,708	122	18,459	102,337	59 933		
ENCINITAS	-	39,644	39,644			61.928	38.242		
ESCONDIDO	23,149	88,338	112,487	153	23,149	150.760	85,926		
ESCONDIDO RINCON DEL DIABLO		8,608	8,608		-	15,387	8 259		
IMPERIAL BEACH AND	E .	20,347	20,347	-		27.434	19,726	19 726	
LA MESA messiones applications and applications and applications and applications and applications and applications are appli	10,288	38,555	48,843	89	10,288	59,982	37,197		
LEMON GROVE	-	19,887	19,887	,	1	26,611	19,284	19.284	3.03%
NATIONAL CITY SECURISHES SECURISHES SECURISHES	13,012	38,995	52,007	86	13,012	60,768	37,619		
NATIONAL CITY - LINCOLN ACRES	1	9/8	876		1	1,566	841		4.00%
OCEANSIDE	31,471	103,429	134,900	208	31,471	175,948	99,446	130.917	-2.95%
POWAY	-	33,029	33,029			50,103	31.894	31.894	-3 44%
SAN DIEGO	281,572	•	281,572	1,861	281,572	•		281.572	%000
SAN MARCOS	-	57,191	57,191	1	-	93,295	55,079	55.079	.3.69%
SAN MARCOS FPD	1	8,094	8,094	•	,	14,469	7,767	7,767	4.04%
SAN EE	,	36,751	36,751	•	1	56,757	35,466	35.466	-3.50%
SOLANA BEACH	В	12,549	12,549	•	E.	13,494	12,243	12,243	-2,44%
VIOLA COD	,	60,324	60,324	•	,	968'86	58,086	58,086	-3.71%
	1	12,207	12,207	-	-	21,820	11,713	11,713	4.05%
TOTAL CITIES	433,478	890,038	1,323,516	2,865	433,478	1,439,059	857.463	1 290 941	-2 46%
FIRE DISTRICTS/OTHER									
2-1-1 SAN DIEGO	-	70,000	70,000	,	1		70.000	70.00	/9000
ALPINE FPD	•	13,521	13,521	-	-	15,231	13.176	13.176	255.0
DEER SPRINGS FPD	-	11,885	11,885	•	1	12.308	11.607	11,507	-2 34ec
JULIAN-CUYAMACA FPD	1	7,330	7,330	1		4,165	7,236	7,236	-1.28%
LAKESIDE FPD	1		1	٠	1	62,188	38,382	38,382	N N
NOKIH COUNIY FPD		33,680	33,680	,		51,268	32,520	32,520	-3.44%
POR UR OAN DIEGO	18,459		18,459	122	18,459			18,459	
RANCHO SANIA FE FPD	1	23,110	23,110	1	1	32,373	22,377	22,377	-3.17%
VALLEY OFFICE TO	r	74,644	74,644		1	124,494	71,826	71,826	-3.78%
VALLET CENTER FPD CONTRACTOR CONTRACTOR	•	14,367	14,367	,	•	16,745	13,988	13,988	-2.64%
TOTAL FIRE DISTRICTS/OTHER	18,459	248,537	266,996	122	18,459	318 772	281,112	299 574	12.20%
COUNTY DEPTS									77.77
OES, HHSA-EMS		1,386,946	1,386,946			,	1.386.946	1 386 946	79000
SHERIFF	389,903	-	389,903	2,577	389,903			389 903	%00.0
TOTAL COUNTY DEPTS	389,903	1,386,946	1,776,849	2,577	389,903		1,386,946	1,776,849	0.00%
TOTAL ALLOCATIONS	844 840	9 595 594	9 20 Tac		3, 3, 7,				
	201.10	170,020,3	100,100,0	9,004	841,840	1,757,831	2,525,521	3,367,361	%00.0

Notes:
*Personnel Cap: Each jurisdiction's allocation has a personnel cap of 50%.
*San Diego Sheriff includes: Unincorporated San Diego County and the contracted cities of Del Mar, Encinitas, Imperial Beach, Lemon Grove, Poway, San Marcos, Santee, Solana Beach and Vista.



STAFF REPORT CITY OF SOLANA BEACH

TO:

Honorable Mayor and City Councilmembers

FROM: MEETING DATE:

Gregory Wade, City Manager

ORIGINATING DEPT:

August 22, 2018

SUBJECT:

City Manager

Consideration of Resolution 2018-111 to Approve the

Memorandum of Understanding Between the City of Solana Beach and the Solana Beach Firefighters Association, with

the corresponding changes to the Salary Schedules.

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.

The City has completed negotiations for a four (4) year Memorandum of Understanding (MOU) covering Fiscal Years (FY) 2018/19, FY 2019/20, FY 2020/21 and FY 2021/22 with the Solana Beach Firefighters Association (SBFA).

This item is before the City Council to consider adoption of Resolution 2018-111 (Attachment 1) to approve the MOU (Attachment 2) between the City and the SBFA, with the corresponding changes to the Salary Schedules incorporated within the MOU.

DISCUSSION:

Negotiations with the SBFA representatives began in December 2017 with a kickoff meeting to discuss the status of the City's finances and to develop ground rules for negotiating. After engaging in good faith negotiations, the City has reached a four (4) year agreement with the SBFA. The financial terms are as follows:

- 1) Four-year term: July 1, 2018 through June 30, 2022
- 2) Salary Adjustments:
 - Year One (FY 2018/19): Effective the first full pay period in July 2018
 - 2.75% salary increase for FF/PM
 - > 2.75% salary increase for Fire Engineer
 - ➤ 3.25% salary increase for Fire Captain

CITY COUNCIL ACTION:		1000 P 1000 - 1

- Year Two (FY 2019/20): Effective the first full pay period in July 2019
 2.5% salary increase for all positions
- Year Three (FY 2020/21): Effective the first full pay period in July 2020
 ➤ 2.0% salary increase for all positions
- Year Four (FY 2021/22): Effective the first full pay period in July 2021
 2.0% salary increase for all positions
- 3) Health Benefits (Monthly Health Benefit Allowance):
 - Year One (FY 2018/19): Effective July 1, 2018
 Up to a maximum of \$1,500 health benefit allowance per month.
 - Year Two (FY 2019/20): Effective July 1, 2019
 - ➤ No increase, health benefit allowance will remain up to a maximum of \$1,500 per month.
 - Year Three (FY 2020/21): Effective July 1, 2020
 - > 5% increase, up to a maximum of \$1,575 health benefit allowance per month.
 - Year Four (FY 2021/22): effective July 1, 2021
 - ➤ No increase, health benefit allowance will remain up to a maximum of \$1,575 per month.

Additional terms/provisions for the above benefits are listed in the attached MOU.

4) FLSA and Overtime Calculations:

Overtime shall be calculated based on a 24-day, 182-hour work period and overtime shall be paid for all hours worked over 182 hours per work period. Employees shall receive payment for 112 hours worked at the employee's base rate of pay (as reflected in the City's salary schedule) every two weeks on the City's regularly scheduled payday. Employees shall be compensated for any overtime at the employee's base rate plus one-half times the employee's FLSA regular rate of pay. Any overtime shall be paid to employees in the employees' regular bi-weekly pay check following the prior 24-day work period.

Paid Leave Considered Time Worked

Effective with the 24-day work cycle that begins on July 9, 2018, all paid leave hours will be considered hours worked (with the exception of worker's compensation and leave without pay). Additionally, effective with the 24-day work cycle that begins on July 9, 2018, all FLSA mandated specialty pays will be annualized for purposes of calculating the FLSA regular rate of pay.

The City Manager proposes approval of the MOU for the SBFA, with the corresponding changes to the Salary Schedules incorporated within the MOU.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

The fiscal impact for the SBFA MOU for Fiscal Years 2018/19 through 2021/22 is estimated at a cumulative cost of \$1,201,737 over the four (4) years of the MOU as detailed in the following table:

Fiscal Year	Incremental	Cumulative
2018/19	\$ 185,425	\$ 185,425
2019/20	76,848	447,698
2020/21	87,346	797,317
2021/22	54,801	1,201,737

To accommodate the above financial terms, the FY 2018/19 Adopted Budget was modified for the first-year cost of \$185,425 at the July 11, 2018 City Council meeting. At the same meeting, the City Council approved the FY 2018/19 Salary and Compensation Plans for all employees.

WORK PLAN: N/A

OPTIONS:

- Approve Staff recommendation
- Do not approve Staff recommendation and provide alternate direction

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2018-111 (Attachment 2) approving the FY 2018/19, FY 2019/20, FY 2020/21 and FY 2021/22 Memorandum of Understanding between the City of Solana Beach and the Solana Beach Firefighters' Association.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.

Gregory Wade, City Manager

Attachments:

- Resolution 2018-111 (SBFA MOU)
 Solana Beach Firefighters' Association MOU FY 2018/19, FY 2019/20, FY 2020/21 and FY 2021/22

RESOLUTION NO. 2018-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH. CALIFORNIA. **APPROVING** ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE SOLANA BEACH FIREFIGHTERS' ASSOCIATION WITH THE CORRESPONDING CHANGES TO THE SALARY SCHEDULES EFFECTIVE JULY 1, 2018.

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 Firefighters' Association (SBFA) is the recognized bargaining unit for the firefighter employees of the City of Solana Beach; and

WHEREAS, the Memorandum of Understanding (MOU) between the City and the SBFA expired on June 30, 2018; and

WHEREAS, the City and SBFA have met and conferred in good faith in an effort to reach agreement on a new MOU; and

WHEREAS, the City's Negotiating Team and SBFA representatives, after the meet and confer process, agreed upon provisions for a new MOU for Fiscal Years (FY) FY 2018/19, FY 2019/20, FY 2020/21 and FY 2021/22, including an updated salary schedule, attached hereto and incorporated herein; and

WHEREAS, on July 11, 2018, the City Council approved a Salary and Compensation Plan for all employees for FY 2018/19;

WHEREAS, the MOU for FY 2018/19, FY 2019/20, FY 2020/21 and FY 2021/22 has been ratified and approved by the membership of SBFA; and

WHEREAS, the City Council has considered the City Manager's recommendations and is prepared to approve a four-year MOU effective July 1, 2018, and expiring on June 30, 2022, for employees represented by the SBFA; and

WHEREAS, upon approval of this Resolution by the City Council, the MOU shall reflect the sole agreement of the parties and supersede all prior agreements whether written or oral.

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 MOU between the City and employees represented by the

SBFA is hereby approved and adopted.

PASSED AND ADOPTED this 22nd day of August, 2018 at a regular meeting of the City Council of the City of Solana Beach, California, by the following vote:

	Councilmembers – Councilmembers – Councilmembers – Councilmembers –		
		DAVID ZITO, Mayor	••••
APPROVED AS TO	FORM:	ATTEST:	
JOHANNA N. CAN	LAS. Citv Attornev	ANGELA IVEY, City Clerk	

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOLANA BEACH AND

THE SOLANA BEACH FIREFIGHTERS' ASSOCIATION July 1, 2018 through June 30, 2022

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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOLANA BEACH AND THE SOLANA BEACH FIREFIGHTERS' ASSOCIATION

SECTION 1 - PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into pursuant to Solana Beach Resolution No. 92-52 (Employer-Employee Relations Resolution), and applicable State law between the designated management representatives of the City of Solana Beach (CITY), and the Solana Beach Firefighters' Association (SBFA), the Recognized Employee Organization (under Solana Beach Resolution No. 92-52) for certain full-time fire department safety employees represented herein.

This MOU is the result of good faith negotiations regarding wages, hours and other terms and conditions of employment under the provisions of the California Meyers-Milias-Brown Act. The parties to this MOU hereto have met and conferred in good faith exchanging various proposals in an attempt to reach agreement. The parties affirm their mutual commitment to the goals of effective and efficient public service, high employee morale, sound and responsible management of CLTY business, and amicable employer-employee relations. The parties encourage the highest possible degree of friendly cooperative relationships between their respective representatives at all levels and with and between all employees.

All provisions in this MOU constitute the entire understanding between the parties regarding the subject provisions. Provisions wherein this MOU is silent, the City's Personnel Rules and Regulations prevail. There are no Special Departmental Policies that supersede the issues addressed by this MOU, unless signed by the City Manager at the time of MOU Adoption. Any subsequent Departmental Policies affecting aspects of provisions contained in this MOU directly or indirectly related to compensation must be authorized and signed by the City Manager and made part of the MOU as a side letter.

SECTION 2 - RECOGNITION

Pursuant to Solana Beach Resolution No. 92-52 (Employer-Employee Relations Resolution), and applicable State Iaw, the CITY acknowledges SBFA as the Recognized Employee Organization for fire department safety employees in the classifications of Firefighter/Paramedic, Fire Engineer, Fire Captain, and Shift Fire Captain, and all provisions of the MOU shall apply to said classifications.

Nothing in this Article is intended to amend, alter, modify or supersede the provisions of Resolution No. 92-52, the rights of employees there under, or the rights of individual employees under the provisions of the Meyers-Milias-Brown Act.

SECTION 3 - APPROVAL BY THE CITY COUNCIL

This MOU constitutes a mutual recommendation to be jointly submitted to the City Council for its consideration and approval. If this MOU is approved by the City Council, the CITY will act in a timely manner to implement the changes to ordinances, resolutions, rules, policies, practices and procedures, if any, contemplated by this MOU.

Upon approval by the City Council, this MOU, along with the Solana Beach Personnel Rules and Regulations (as existing on the date of this MOU or as modified by or pursuant to this MOU), Fire Department Policies and Directives (as existing on the date of this MOU or as modified by or pursuant to this MOU), and other Policies or Directives established by the CITY (as existing on the date of this MOU or as modified by or pursuant to this MOU) will govern the wages, hours and terms and conditions of employment of the employees represented by the SBFA, subject to the provisions and limitations of Chapter 2.44 (Personnel System) of the Solana Beach Municipal Code.

SECTION 4 - AUTHORIZED AGENTS/REPRESENTATIVES

The CITY'S principal authorized agent shall be the City Manager or the City Manager's authorized representative, unless a particular officer or employee is specifically designated in connection with the performance of a specific function or obligation set forth in the MOU. The SBFA's principal authorized agent shall be its president or a duly authorized designee of the president.

SECTION 5 - BENEFIT PLAN

All permanent employees in this Unit shall be entitled to receive health, dental and vision insurance in accordance with the group insurance policies acquired by the CITY.

- Effective July 1, 2018 through June 30, 2019, the CITY will contribute a monthly health insurance allowance up to a maximum of \$1,500 per month, per full-time employee, toward the medical, dental, and vision insurance options offered through the CITY's Flexible Benefit Plan.
- Effective July 1, 2019 through June 30, 2020, there will be no increase to the monthly health insurance allowance and the amount will remain up to a maximum of \$1,500 per month. All previous terms apply.
- Effective July 1, 2020 through June 30, 2021, the City will increase the maximum monthly health insurance allowance by 5% from \$1,500 to a maximum of up to \$1,575 per month, per full-time employee, toward the medical, dental, and vision insurance options offered through the CITY's Flexible Benefit Plan. All previous terms apply.
- Effective July 1, 2021 through June 30, 2022, there will be no increase to the monthly health insurance allowance and the amount will remain up to a maximum of \$1,575 per month. All previous terms apply.

 All wages, benefits, hours, terms, and conditions of employment listed in this MOU will continue until June 30, 2022 and thereafter until a new agreement is reached.

Opt-Out/Cash Back Provisions:

Employees hired prior to July 1, 2018:

1) Employees who do not enroll in the medical, dental or vision insurance plans provided by the City ("opt-out") will receive \$1,293 cash back per month. Employees who opt-out of plans provided by the City must provide proof of other "minimum essential group medical insurance coverage" to the Human Resources Manager, as set forth below.

2) Employees who either:

- a) Do not enroll in the medical insurance plan provided by the City and enroll in either the dental or vision plans provided by the City; or
- b) Enroll in medical and dental or vision plans provided by the City where the total monthly health insurance premiums cost less than \$1,293

will receive the difference between \$1,293 and their total monthly insurance premiums for medical, dental, and vision plans provided by the City.

3) No cash back will be provided to employees whose total monthly insurance premiums for medical, dental, and vision plans provided by the City exceed \$1,293.

Employees hired on or after July 1, 2018:

1) Employees who do not enroll in the medical, dental or vision insurance plans provided by the City ("opt-out") will receive \$475 cash back per month. Employees who opt-out of plans provided by the City must provide proof of other "minimum essential group medical insurance coverage" to the Human Resources Manager, as set forth below.

2) Employees who either:

- a) Do not enroll in the medical insurance plan provided by the City and enroll in either the dental or vision plans provided by the City; or
- b) Enroll in medical and dental or vision plans provided by the City where the total monthly health insurance premiums cost less than \$475

will receive the difference between \$475 and their total monthly insurance premiums for medical, dental, and vision plans provided by the City.

 No cash back will be provided to employees whose total monthly insurance premiums for medical, dental, and vision plans provided by the City exceed \$475.

The CITY will make available medical, dental, and vision insurance plans for SBFA employees. The City also provides for employee participation in Health Care and Dependent Care Flexible Spending Accounts. The Flexible Spending Accounts are established under Section 125 of the Internal Revenue Code and will be administered by a third party administrator (TPA).

All employees must either elect medical insurance for employee only or provide satisfactory proof of other minimum essential group medical insurance coverage through a non-CITY plan. The CITY's Human Resources Department will be responsible for approving an employee's proof of health coverage. After the CITY's initial verification of employee coverage under another non-CITY medical plan, the Human Resources Department will request proof of coverage as often as deemed necessary to ensure an employee's continued medical insurance coverage. All costs of insurance coverage for the employee or dependents in excess of the CITY contribution shall be borne by the employee.

All Cafeteria Plan elections must be made on forms approved by the Human Resources Department Elections must be made prior to the beginning of the Plan year and must remain in effect unless there is a qualifying event as defined under IRS regulations and the City of Solana Beach Flexible Benefit Plan, and approved by the Human Resources Department.

SECTION 6 - CALL BACK

Employees shall be entitled to call back pay as provided in the City Personnel Rules and Regulations.

Call back work is defined as work required by management of an employee who, following completion of the employee's work day or work week and departure from employee's work site, is unexpectedly ordered to report back to duty to perform necessary work.

Employees who are called back shall receive a minimum of three (3) hours compensation at time and one half.

Whenever an employee is called back, the employee shall receive the minimum provided or pay for hours actually worked, whichever is greater.

Hours worked shall be calculated beginning at the time the call back is received by the employee and ending when the employee is relieved of duty.

If an employee, who is called back to work and has completed his/her assignment and left work, is called back to work, he/she shall not receive another minimum if the time return is within the previous call back minimum.

Stand-by time as provided under Section 9.03 D of the Personnel Rules shall not apply to employees covered by this MOU.

SECTION 7 - CAREER PATH

The career path for the fire department shall be: Firefighter/Paramedic, Engineer, Fire Captain, Shift Fire Captain, Battalion Chief, Deputy Fire Chief, and Fire Chief. The Fire Chief shall determine the job qualifications and duties for the positions within the career path, with the exception of the Fire Chief position, according to the management rights provisions of this MOU. To the extent that a change in the job qualifications and duties implicates negotiable matters, the City will negotiate said changes with the Association, as required by law. Nothing in the career path shall be construed as requiring the CITY to promote or hire any employee, or as precluding any lawful method for the selection of employees.

The City's salary schedule shall maintain a 5% separation between the Firefighter/Paramedic classification and the Engineer classification.

SBFA acknowledges that the CITY intends to retain a compensation differential of 2% between the Fire Captain and Shift Fire Captain ranges, and to base salary comparisons on the Fire Captain position.

SECTION 8 - CITY MANAGEMENT RIGHTS

The CITY retains and has the exclusive decision-making authority to manage municipal services and the work force performing those services so long as the CITY exercises that exclusive authority in conformity with the express provisions of this MOU.

Subject only to the provisions of this MOU, the CITY has the exclusive decision-making authority to:

- (a). Determine and modify the organization of CITY government and its constituent work units;
- (b). Determine the nature, standards, levels and mode of delivery of services to be offered to the public, provided, however, should the City determine to change the mode of delivery of services to be offered to the public, it shall first notify SBFA and if an effect on represented employees is identified, shall meet and confer with SBFA regarding the effect of such decision on represented employees;
- (c). Determine the budget for the CITY and its respective departments, to allocate funds and resources and determine revenue sources;
- (d). Determine methods, means, and the numbers and kinds of personnel by which services are to be provided;
- (e). Determine whether goods or services shall be made, purchased or contracted for, provided, however, should the CITY determine to contract out bargaining unit work, it shall first meet and confer with SBFA

regarding the effect of such decision on represented employees:

- (f). Determine employee work assignments, including scheduling and assignment of work and overtime;
- (g). Establish employee performance standards and require compliance therewith;
- (h). Promote or hire employees and establish job qualifications, descriptions and requirements;
- (i). Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees subject to the provisions of the City's Personnel Rules and Regulations;
- (j). Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons;
- (k). Implement rules, regulations and directives consistent with law and the provisions of this MOU;
- (I). Take all necessary actions to protect the public health, safety and welfare in emergencies.

The manner in which the CITY exercises any of the rights under this paragraph shall not be subject to any grievance procedures.

SECTION 9 - EMPLOYEE RIGHTS

As a result of this MOU, no person shall be favored or discriminated against by either the CITY or SBFA, to the extent provided by law because of political or religious opinions or affiliations, race, national origin, age, sex, sexual orientation or disability.

Neither the CITY nor SBFA shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this MOU because of the exercise of rights to engage or not engage in SBFA activity or because of the exercise of any right provided to employees by this MOU or the Meyers-Milias-Brown Act.

Nothing in this MOU shall be construed as a waiver of any of the following rights of individual employees which may be exercised in compliance with applicable laws, ordinances and rules and regulations:

(a). The right to form, join and participate in the activities of employee organizations of the employee's own choosing for the purpose of representation on matters of employer/employee relations or not to join or participate in the activities of any organization as provided in Solana Beach Resolution No. 92-52. All employees have a right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations, with respect to his or her

membership or non-membership in any employee organization.

- (b). Pursuant to the Meyers-Milias-Brown Act, the right to represent himself or herself individually in employer/employee relations with the CITY or to be represented through a representative designated by the employee.
- (c). The right to review his or her individual personnel file during regular business hours, and at times convenient to the employee and Human Resources. The employee must give written notification of the request at least twenty-four (24) hours in advance to the Human Resources Department.

As the recognized employee organization, SBFA has the following rights which the CITY hereby recognizes:

- (a). To govern its internal affairs;
- (b). To use bulletin boards at CITY offices in locations convenient to SBFA and approved by the City Manager. SBFA shall have exclusive control over the material placed on the bulletin boards designated for its use; provided, however, that SBFA agrees to not post, and to immediately remove any unauthorized material, which is defamatory, violates CITY policies designed to assure a workplace free from harassment or discrimination, violates rules relating to political advocacy in the workplace, or violates any state or federal law;
- (c). To use, with prior approval of the City Manager, CITY facilities for off-duty meetings of SBFA members; provided, however that use of CITY equipment or supplies other than incidental use during such meetings of items normally used at business meetings such as desks, chairs, blackboards, dry boards, and similar items is prohibited;
- (d). To have reasonable access during working hours to members of SBFA for the purposes of providing representation and consultation; provided, however, that such access shall be subject to the approval of the Fire Chief in order to ensure no interference with the convenient operation of the Department and further provided that personal visits by business agents or representatives shall be subject to reasonable prior notice to the Chief;
- (e). To have up to two of its members designated as representatives for the purposes of meeting and conferring with the CITY and to have those members provided with reasonable time off without loss of pay, during scheduled work hours, when those representatives are meeting and conferring with representatives of the CITY on matters within the scope of representation.

A SBFA representative shall be allowed to be present, at the request of any represented employee, during any hearing or meeting regarding discipline or a grievance:

(a). SBFA may designate one employee representative to assist an employee in preparing and presenting materials for disciplinary or grievance procedures. The designated employee representative shall be allowed

reasonable release time from regularly scheduled duties for the purpose of investigating and preparing material for such procedures. Supervisors shall be given at least one-day prior written notice in the event release time is requested, unless the supervisor agrees otherwise. Employee representatives, who investigate, prepare, or present materials during off-duty time shall do so on their own time and shall not be considered to be working. Employee representatives and employees who attend personnel hearings during their off-duty time shall do so on their own time and shall not be considered to be working. If an employee who would otherwise be off-duty during the time of a personnel hearing is subpoenaed or ordered to attend the hearing, then the employee shall be considered to be working during the time the employee is in at the hearing in response to the order or subpoena.

(b). A designated employee representative requesting time off under this Section shall direct the request to the Chief in writing within a reasonable time before the date requested. The Chief shall respond to the request as soon as feasible, but not later than 5:00 p.m. on the next business day following the request. The request may be denied only if the Chief determines that it would unreasonably interfere with departmental staffing or sufficient coverage of departmental assignments. If the Chief does not respond to the request within the time provided by this Section, the City Manager may grant the release time. If the Chief or Manager does not grant the release time because of workload or other scheduling reasons, the Chief or Manager shall give notice to the employee of a date or dates when the release time will be provided.

SECTION 10 - FULL UNDERSTANDING, MODIFICATION, WAIVER

It is the intent of the parties that this MOU set forth the full and entire understanding of matters agreed to upon conclusion of the meet and confer sessions that resulted in this MOU. Any other matters not contained herein that were or could have been addressed during the meet and confer sessions are superseded and terminated in their entirety. This MOU may not be amended except by a writing executed by the parties after appropriate negotiations.

During the term of this MOU neither party shall be required to negotiate with the other regarding changes or modifications of the MOU, except as defined and agreed to with respect to re-opener clauses. If during the term of this MOU it becomes necessary for either party to propose changes in matters within the scope of representation and not covered by this MOU, then the party proposing the change shall give written notice to

the other party of the proposed change and request consultation or meeting and conferring as appropriate. The party to whom the request is made shall indicate within ten days of receipt of the written notice, in writing, whether they approve of the change as proposed or whether the party desires to consult or meet and confer. If the party desires consultation or meeting and conferring, the parties shall meet promptly in an earnest effort to reach a mutually satisfactory resolution of the matter as quickly as possible. Failure by SBFA to request consultation or meeting and conferring shall not be deemed approval of any action taken by the CITY, but only as a waiver of the right to consult or meet and confer.

Nothing in this MOU shall be construed to limit the authority of the CITY to make changes required to respond to an emergency. However, the CITY shall notify SBFA of such changes as soon as reasonably feasible. Emergency changes shall not extend beyond the period of emergency. "Emergency" means an unforeseen circumstance requiring immediate implementation of the change.

The consent to, or waiver of, any breach, provision or condition of this MOU shall not constitute a precedent in the future enforcement of any or all of the provisions of this MOU, nor a consent to, or waiver of, any future breach, provision or condition, unless otherwise expressly stated to the contrary in writing.

SECTION 11 - LEAVE PROVISIONS

SBFA agrees to abide by City's Administrative Policy #31, Vacation, Sick Leave, and Other Leaves Use and Accrual.

Section 11.1 Vacation

Paid vacation shall be accrued on an hourly basis as follows:

Months of Employment	Accrued Hours
12 – 36 completion months	112 hours/year <u>or</u> 4.308 hours/pay period
37 – 120 completion months	168 hours/year <u>or</u> 6.461 hours/pay period
121+ completion months	224 hours/year <u>or</u> 8.616 hours/pay period

Full-time employees shall be entitled to earn and use vacation time according to the provisions of the City Personnel Rules and Regulations and the Fire Department Vacation Policy as amended as of the date of this MOU.

Section 11.2 Sick Leave

Fire employees who regularly work a schedule that averages 56 hours per week shall accrue sick leave at the rate of 7.385 hours per biweekly pay period. There shall be no limit to the amount of sick leave that an employee may accumulate.

Full-time employees shall be entitled to earn and use sick leave according to the provisions of the City Personnel Rules.

<u>Sick Leave Conversion</u>: Personnel Rules and Regulations Section 10.02(E) will be revised to reflect that 40 hours of sick leave may be converted to vacation leave when an employee has not used up more than 40 hours of sick leave during the previous year. All other provisions and requirements regarding Sick Leave will remain unchanged.

Section 11.3 Holiday

Holidays and holiday pay are generally governed by the City Personnel Rules and Regulations. However, because employees subject to this MOU are required to work shifts to provide full time fire protection services, each fire department safety employee working shift work shall receive an annual total of 122 hours of Holiday-in-Lieu payable in equal installments each two-week pay period. Holiday-in-Lieu is considered "Special Compensation" by CalPERS and California Code of Regulations (CCR) 571(5) defines "Holiday Pay" as additional compensation for employees who are normally required to work on an approved holiday because they work in positions that require staffing without regards to holidays. Therefore, CalPERS considers Holiday Pay as pensionable compensation.

Section 11.4 Bereavement Leave

Bereavement Leave is generally granted so an employee does not have the shock of a death in the immediate family compounded by the loss of pay. All hours of Bereavement Leave will count as hours worked for the purposes of FLSA calculations.

Section 11.4.1 Immediate and Extended Family Definitions

Members of the immediate family are defined as an employee's spouse, registered domestic partner, children, father, mother, brothers, sisters, father-in-law, mother-in-law, brothers-in-law, sisters-in-law, fiancés and grandparents.

Members of the extended family are defined as an employee's aunts, uncles, and first cousins.

Section 11.4.2 Bereavement Policy

SBFA Members will be granted reasonable bereavement time off without the loss of pay, as follows:

When a death occurs in an employees' immediate family (as defined in Section 11.4.1), a shift employee will be allowed up to two (2) shifts with pay for the emergency. A day shift employee will be allowed up to five (5) work days with pay for the emergency. The Fire Chief shall have discretion to grant or deny the written request of a shift employee for up to two (2) additional shifts of paid bereavement leave for the death of an immediate family member.

When a death occurs in an employee's extended family, (as defined in Section 11.4.1), day shift employees will be allowed four (4) days of paid bereavement leave and shift employees will be allowed two (2) shifts of paid bereavement leave.

Section 11.5 Witness Duty

Notwithstanding the Witness Duty Section of the City of Solana Beach Personnel Rules and Regulations Manual, if an employee is required by subpoena to appear in court on a matter arising out of the course and scope of their employment, at a time other than a regular work shift of the employee, the employee shall be entitled to one additional hour of compensation in lieu of travel time.

Section 11.6 Union Leave

During the month of January (February will be allowed for 2017 due to the execution date of this MOU), employees may voluntarily donate up to four (4) hours of Vacation per calendar year to a Union Time Bank to be used by Employees to attend activities such as conferences, educational opportunities, and related union business as verified and authorized by the President of the

Association (or his/her designee) and approved by the City Manager (or his/her designee). Such time shall not be considered City work time, but rather, off-duty time engaged in voluntary union business activities. The use of such leave time shall be considered hours worked for the purposes of calculating overtime under the FLSA. The maximum amount of Union Leave hours permitted to count as time worked for the purposes of calculating overtime is limited to no more than eight (8) hours per employee per day.

Donated leave time shall be converted at the employee's current hourly rate. Unused hours placed in the bank will carry over to the next calendar year.

In the event there are insufficient hours in the bank to cover the employee's time attending union business activities, the employee is required to obtain advance approval from the Fire Chief and City Manager for paid or unpaid leave to cover any absence from work.

The Association indemnifies and holds the City of Solana Beach harmless from any claims of any kind arising from the use of these hours. An employee paid with these hours is not considered working or performing duties within the scope of his/her position for the City of Solana Beach.

Section 11.7 Special Leaves of Absence Without Pay

An employee who has been employed by the CITY for at least 12 months and who has been employed for at least 1250 hours of service during the 12-month period immediately preceding the commencement of leave shall be entitled to a leave or leaves of absence, without pay, with right to return to the position, as

specified by the Family Leave and Medical Act of 1993 (California Government Code 12945.2) and California Family Rights Act or other such provisions by Federal and State Statute.

SECTION 12 - LIFE INSURANCE

The CITY shall provide life insurance coverage through group policy acquired by the CITY for all CITY employees with basic coverage at an amount equal to the employee's annual base salary.

SECTION 13 - NEGOTIATIONS FOR A SUCCESSOR AGREEMENT

Negotiations for a successor MOU shall begin by the submission by either party of a proposal or a written request to meet and confer not later than March 1, 2022.

If a proposal or request is submitted, meet and confer sessions shall begin by March 15, 2022, and shall continue until an agreement is reached or until an inability to reach agreement (impasse) is declared. The parties agree to use good faith efforts to conclude meet and confer sessions before June 30, 2022.

If neither party submits a proposal or request to meet and confer, the wages, hours and terms and conditions of employment of this MOU shall automatically continue in full force and effect for an additional one-year term. In the event of such automatic extension, the time for exchanging proposals and opening negotiations as set forth in this Article shall be adjusted accordingly. This process of automatic extensions in the event of a failure by either party to submit a proposal or written request to meet and confer may continue from year to year.

SECTION 14 - OVERTIME

Employees shall be entitled to overtime pay or compensatory time off in lieu of overtime pay as provided in Section 9.02 of the City's Personnel Rules and Regulations and as specified below, provided that, pursuant to Personnel Rule Section 1.06, the provisions of the MOU shall prevail over the Personnel Rules in the event of a conflict. Nothing in this MOU or the Personnel Rules and Regulations shall be construed as guaranteeing that overtime work will be available.

Definitions:

Work Period

The FLSA "Work Period" for members of the Solana Beach Firefighter's Association shall be defined as a 24-day work-period cycle coinciding with the 24-day Firefighter's Shift Schedule. The parties understand that the City's adoption of the aforementioned 24-day, 182-hour work period pursuant to Section 7(k) of the Fair Labor Standards Act remains in full force and effect through the term of the MOU. However, overtime entitlements will be based on the criteria set forth in the next section entitled "Calculation of Overtime".

Calculation of Overtime

Overtime shall be calculated based on a 24-day, 182-hour work period and overtime shall be paid for all hours worked over 182 hours per work period. Employees shall

receive payment for 112 hours worked at the employee's base rate of pay (as reflected in the City's salary schedule) every two weeks on the City's regularly scheduled payday. Employees shall be compensated for any overtime at the employee's base rate plus one-half times the employee's FLSA regular rate of pay. Any overtime shall be paid to employees in the employees' regular bi-weekly check following the prior 24-day work period. The starting and ending dates for each 24-day work-period and the corresponding pay dates for any overtime owed to employees is attached to this MOU as Appendix C.

Paid Leave Considered Time Worked

All paid leave hours will be considered hours worked (with the exception of worker's compensation and leave without pay).

Additionally, all FLSA mandated specialty pays will be annualized for purposes of calculating the FLSA regular rate of pay effective with the 24-day work cycle that begins on July 9, 2018.

Mandated Work (Force Hire)

Mandated Work (Force Hire) time will be paid at the employee's base rate plus one half times the FLSA regular rate of pay and will count as time worked for the purposes of calculating overtime. Mandated Work can only be authorized by the Fire Chief or his/her designee and will be monitored by the City in the following six-month time periods starting from the execution of this MOU: December 2018 and June 2019. If, during any of the designated six month increments, the amount of Mandated Work hours exceeds 5% of the total hours worked, the City reserves the right to reopen the MOU to discuss modifications to this specific provision of the MOU.

Modified Work Schedules

The 24-day work cycle does not apply to employees on a modified work schedule of 40 hours per workweek. During the time an employee is working a modified work schedule, they are not authorized to work overtime (over 40 hours in a work week) without the written permission of the Fire Chief. This applies only while the employee is on a modified work schedule. Once the employee returns to 24-day work-period cycle, the employee may continue to earn overtime based upon the 24-day, 182-hour work period

(as set forth above). The hours worked on the modified work schedule count as hours worked for the purposes of calculating overtime.

Fire Chief Authority and Emergency Provision

In the event of an emergency, the Fire Chief or his designee has the authority to waive any and all requirements for overtime compensation eligibility as specified within this Overtime section of the MOU, in order to require a sufficient amount of employee resources for purposes of staffing during an emergency. The Fire Chief, or his designee, has full authority to grant or deny all overtime and leave requests, in accordance with applicable Department of Labor rules and regulations.

SECTION 15 - PARAMEDIC INCENTIVE PAY and CONTINUING LICENSURE INCENTIVE (CLI) PAY

CLI Pay

The City will continue to provide \$500 per year as Continuing Licensure Incentive (CLI) pay for all SBFA members who maintain an active County Paramedic License. SBFA eligible members must provide the City (Human Resources Department) with evidence of their renewed license each year on the anniversary date of their employment with the City. SBFA eligible members, who provide the appropriate documentation, will receive CLI paid in equal installments each two-week pay period in conjunction with their Holiday-in-Lieu pay.

Paramedic Incentive Pay

Any employee in the rank of Engineer who holds a current Paramedic license will be placed on the Engineer w/Paramedic Cert salary range at the appropriate step resulting in a differential pay of 3% for as long as the Paramedic license is valid or until such time as the employee is promoted to the rank of Captain. This Paramedic Differential Pay will be in addition to their base salary and in addition to their eligibility for Continuing Licensure Incentive (CLI) of \$500 per year and in addition to temporary out- of-class compensation.

Promotion to Captain: If a Firefighter/Paramedic or Engineer/Paramedic is promoted to the rank of Captain, the employee will not be entitled to the 3% Paramedic Differential Pay during the term of this contract.

SECTION 16 - PEACEFUL PERFORMANCE OF CITY SERVICES

No Strike. During the term of this MOU, and any authorized extensions, or subsequent negotiations, neither SBFA nor any represented employee, agents or representatives will instigate, promote, sponsor, engage in, or condone any strike (including any sympathy strike), slowdown, concerted stoppage of work, sick-out, or any other intentional disruption of the operations of the CITY, regardless of the reason for doing so. SBFA recognizes and agrees that the concerted activity described in this paragraph would have a significant adverse impact on the public health, safety and welfare.

<u>Penalty</u>. Any employee engaging in the activity prohibited by "No Strike" under this Article, or who instigates or gives leadership to such activity, shall be subject to discipline, up to and including termination of employment.

No Lockout. During the term of this MOU, the CITY will not instigate a lockout over a dispute with employees so long as there is no breach as stated in this Article. The CITY recognizes and agrees that a lockout would have a significant adverse impact on the public health, safety and welfare.

Association Official Responsibility. Each employee or other person who holds the position of an officer of SBFA occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article; therefore, such employees or other persons agree to inform its members of their obligations under this Article, and to inform them of the penalty for failure to comply.

<u>Enforcement</u>. In the event the CITY is required to enforce the provisions of the Article "Peaceful Performance of City Services," by court action, or in the event that SBFA is required to enforce the provisions of said Article, by court action, a temporary restraining order, preliminary injunction and permanent injunction may be issued.

SECTION 17 - PRIOR AGREEMENTS

The provisions of this MOU shall supersede and replace the provisions of the Memorandum of Understanding last executed between SBFA and the CITY. The benefits and other terms and conditions of employment provided pursuant to the City's Personnel Rules and Regulations shall continue to apply except to the extent modified by this MOU.

SECTION 18 – RE-OPENER

During the term of this MOU, the parties agree to meet to discuss regarding the following terms:

- · Fire Management Blended Policies
- Retiree Health Benefit HRA setup

SECTION 19 - RETIREE HEALTH BENEFITS

During the term of this MOU, the City agrees to remain in CalPERS in order to provide healthcare coverage to active employees and retiree healthcare benefits to retired employees. The City agrees to pay Retiree Health Benefits (RHB) as follows:

SBFA members currently employed who retire from the City at a future date, shall receive the following RHB in recognition of their vested rights and service to the City:

SBFA members hired prior to January 1, 2007 shall receive a maximum of \$290.00 per month as a RHB for medical insurance premiums and other eligible health care expenses that will be paid to a Health Reimbursement Arrangement (HRA) account established for the retired employee. The HRA will be administered by a third party administrator (TPA) and the retired employee will be responsible for any monthly account maintenance fee(s).

If the retired employee elects to enroll in the CalPERS Retiree Health Plan, the City will subtract the required minimum PEMCHA contribution amount from the retiree's RBH and pay that amount to CalPERS directly. Any remaining RHB balance will be paid to the retiree as a reimbursement of the required premium for coverage under the CalPERS Retiree Health Plan. The reimbursement will be processed through the HRA.

If the retired employee does not elect to enroll in the CalPERS Retiree Health Plan, the contribution of the retiree's RHB amount will be made to the retiree's HRA account.

SBFA members with a date of hire on or after January 1, 2007, who subsequently retire from the City AND enroll in the CalPERS Retiree Health Plan, will only receive the "minimum" retirement benefit contribution amount required under PEMCHA to offset their CalPERS Retiree Health Plan costs. This amount will be paid to CalPERS directly.

If the retired employee does not enroll in the CalPERS Retiree Health Plan, no Retiree Health Benefit payments will be made to the retiree by the City.

ICMA – RC Retiree Health Savings Account (RHSA)

The City will contribute 2% of each employee's base salary to the current mandatory 1% base salary contribution that SBFA's members contribute to the ICMA – RC Retirement Health Savings Account.

SECTION 20 - RETIREMENT SYSTEM CONTRIBUTIONS

Retirement benefits are subject to the Public Employees' Pension Reform Act (PEPRA) and related Public Employees' Retirement Law (PERL). If there is a conflict between this MOU and requirements pursuant to PEPRA and/or PERL, PEPRA and PERL shall prevail.

A. Employees hired prior to January 1, 2011:

The CITY will continue to provide a three percent at 50 (3%@50) retirement benefit from the California Public Employee Retirement System (CalPERS), with the use of the employee's single highest year salary, for SBFA employees hired on or before December 31, 2010. The employee will pay the entire employee share (9%) of the cost for this benefit.

1. Cost Sharing of Employer Contribution:

i. Effective the first full pay period in July, 2017, and as soon as the City's contract with CalPERS can be amended, employees will contribute 3% towards the employer's share in addition to the employee paying the entire employee share of 9%, for a total of 12%.

B. <u>For classic employees (as defined by CalPERS) hired on or after January 1, 2011:</u>

Classic employees (as defined by CalPERS) hired on or after January 1, 2011 will be eligible for a two percent at 50 (2% @50) retirement benefit in the California Public Employees Retirement System (CalPERS), with the use of the average of the employee's highest-three-year-salary. These employees will pay the entire employee share (9%) of the cost for this benefit.

1. <u>Cost Sharing of Employer Contribution:</u>

i. Effective the first full pay period in July, 2017, and as soon as the City's contract with CalPERS can be amended, employees will contribute 3% towards the employer's share of the retirement contribution in addition to the employee paying the entire employee share, for a total of 12%.

C. <u>Employees hired on or after January 1, 2013, and defined by CalPERS as new members:</u>

Employees hired on or after January 1, 2013, considered new members (as defined by CalPERS) will receive the 2.7% at 57 retirement formula, with the use of the average of the employee's highest-three-year-salary. Employees shall pay 50% of the normal cost contribution.

SECTION 21 - SALARY ADJUSTMENT

The parties jointly agree that the following salary increases shall be applicable for the term of this MOU for the SBFA classifications as specified on the salary schedules in Appendix B:

- Year One (FY 2018/19): effective first full pay period in July 2018
 - 2.75% salary increase for FF/PM
 - 2.75% salary increase for Fire Engineer
 - 3.25% salary increase for Fire Captain
- Year Two (FY 2019/20):
 - 2.5% salary increase for all positions, effective the first full pay period in July 2019
- Year Three (FY 2020/21):
 - 2.0% salary increase for all positions, effective the first full pay period in July 2020
- Year Four (FY 2021/22):
 - 2.0% salary increase for all positions, effective the first full pay period in July 2021

Pay increases in salary resulting from employee-employer negotiations will be effective on the first full pay period of each July during the term of this MOU, as indicated above.

Pay increases in salary resulting from merit increases will become effective on the employee's anniversary date, as approved by the City Manager and in accordance with the City of Solana Beach Personnel Rules and Regulations.

The proposed salary schedule implementing this Article is attached as Appendix B to this MOU.

- Shift Fire Captain will maintain a 2% salary differential above the Fire Captain classification.
- Fire Engineer with Paramedic Certification will maintain a 3% differential above the Fire Engineer classification.
- Fire Engineer will maintain a 5% differential above the

Firefighter/Paramedic classification.

SECTION 22 - SAVINGS CLAUSE

If any provisions of this MOU should be found invalid, unlawful or unenforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

In the event of invalidation of any of the provisions of this MOU, the SBFA and CITY agree to meet and confer within thirty days of notice by either to the other for the purpose of renegotiating said provision.

SECTION 23 - SEVERABILITY

It is understood and agreed that this MOU is subject to applicable law. In the event any part or provision of this MOU is in conflict or inconsistent with such law, or is otherwise held to be invalid or unenforceable by a court of competent jurisdiction, such part or provision shall be deemed severable and the remainder of this MOU shall not be affected.

SECTION 24 - TEMPORARY ASSIGNMENT

Whenever a temporary vacancy occurs in a higher classification and the Fire Chief determines that the vacant position should be temporarily filled by a current employee, the Fire Chief may assign a qualified, lower-classified employee to temporarily fill the position. Whenever practical, the Fire Chief shall assign employees who have demonstrated ability to perform the duties of the position to which the assignment is made.

Less than 6-hour assignment: It is understood and agreed that temporary assignments for less than 6 hours may be made as part of the normal operation of the department and therefore, no extra compensation shall be paid for temporary assignments of less than 6 hours.

Assignment of 6 hours or more: If an employee is temporarily assigned to a position with a higher pay classification for 6 hours or more, the employee shall be paid at the lowest pay step of the higher classification, but not less than 5%, which shall constitute "Acting Pay." However, Acting Pay for temporary assignment of Fire Captain to Shift Fire Captain, the employee shall be paid at the lowest pay step of the higher classification, but not less than 2%, which should constitute "Acting Pay."

The CITY shall continue the current practice of filling vacancies on a rank for rank basis. If a long-term temporary position becomes available, the City Manager or Fire Chief at his or her discretion may choose a qualified person from the current

active list to fill that position during the time of the vacancy.

If an employee on a current promotional list is temporarily assigned to a higher classification and subsequently promoted while serving in that temporary assignment,

the time worked in the temporary assignment shall be counted towards the probationary time of the employee's new position.

SECTION 25 - PLACEMENT AND HIRE OF NEW AND TEMPORARY SOLANA BEACH EMPLOYEES

If a temporary vacancy occurs due to a specific incident (*), the Fire Chief has the discretion to use a temporary Firefighter to fill the vacant position.

The temporary and/or full time firefighter/paramedic will take part in a new hire orientation program prior to being placed on shift. The content and the duration of the new hire orientation training shall be a minimum of three weeks (56 hours per week) and shall cover OSHA mandated training on injury and accident prevention, Infection Control, Harassment policies, and mandatory Personal Protective Equipment ensemble and SCBA fit testing. Additional training topics may be added and topics deleted as deemed necessary. Any additional orientation training time will be at the recommendation of the Fire Chief and approval of the City Manager on a case-by-case basis.

An example of the basic outline of the orientation to fulfill the adopted philosophy and to cover additional non-mandated information would include new employee operational readiness, such as employee benefits and basic procedural operations, prior to placement on shift as a firefighter/paramedic.

The order, content, and schedule of the training may be modified as deemed necessary by the Fire Chief in order to meet training objectives.

Following the new orientation program, if the temporary employee is deemed qualified to perform the duties of the position, the Public Safety Director/Fire Chief has the discretion to extend the use of the temporary employee as appropriate and necessary to provide emergency services. If at any time the temporary employee is deemed unqualified and the temporary appointment terminated, the new vacancy created by the termination will be deemed a new incident for purposes of providing in-house shift availability.

Definitions:

Incident: An incident is defined as a vacancy resulting in the absence of an employee. If the incident is due to a personal or family injury or illness, once the employee is returned to full duty or returns to work for 45 days, the specific incident is considered closed. Any new absences for the same employee would be considered a new incident and follow the use of Temporary "Part-time" Employees as defined in Personnel Rules and Regulations Section 2.50.

Qualified Employee: A qualified employee must meet the minimum qualifications as specified in the appropriate Classification Specification.

SECTION 26 - TERM

The term of this MOU shall commence on July 1, 2018, subject to formal approval by the City Council, and shall expire at 12:00 a.m. (midnight), on June 30, 2022.

SECTION 27 - TOBACCO USE

Use of tobacco or tobacco products by any employee of the Fire Department whether on or off duty is prohibited.

SECTION 28 - TUITION REIMBURSEMENT

Each full-time permanent SBFA member who has completed the probationary period shall be eligible for tuition reimbursement up to \$2,000 per fiscal year in tuition reimbursement for college level courses or additional training, or when such courses or training are required to obtain or maintain a job related certificate, or any other course previously approved by the department head. All classes would require prior approval from the Fire Chief and as authorized by the City Manager for the employee to receive any reimbursement. The employee shall be reimbursed for fees and/or tuition only upon conclusion of each individual course with a grade of "C" or better or successful completion of courses that do not assign grades. Proof of satisfactory course completion and payment must be provided.

APPENDIX A

SBFA represents that this Memorandum of Understanding has been duly ratified by its membership. Following approval of this Memorandum of Understanding by the City Council, its terms and conditions shall be implemented by appropriate ordinance, resolution, or other appropriate lawful action.

CITY:	SBFA:
By:	By:
Date: _8/15/2018	Date: 8/15/18
APPROVED AS TO LEGAL FORM:	CITY COUNCIL:
By: JOHANNA N. CANLAS CITY ATTORNEY Date:	By: DAVID A. ZITO MAYOR Date:
ATTEST: By: ANGELA IVEY CITY CLERK	
Date:	

APPENDIX B SBFA SALARY SCHEDULES

City of Solana Beach Fire Schedule FY 2018/19 (Salary Schedule 5) Effective July 7, 2018

Classifica 5091	tion <u>Firefighter / Paramedic</u>		Step A		Step B		Step C	Step D	Step E
	Base Rate	\$	24.60	1 \$	25.83	\$	27.12	\$ 28.48	\$ 29.90
	OT Premium	\$	12.30	\$	12.92	\$	13.56	\$ 14.24	\$ 14.95
	Bi-weekly Base (1)	\$	2.755	\$	2.893	\$	3.037	\$ 3,190	\$ 3.349
	Monthly Base (1)	\$	5,970	\$	6.268	Š	6,581	\$ 6,911	\$ 7.256
	Annual Base (1)	\$	71,635	\$	75,217	\$	78,973	\$ 82,934	\$ 87,069
	Estimated Annual FLSA OT(2)	\$	1,919	\$	2,016	\$	2,115	\$ 2,221	\$ 2,332
-	Estimated Annual Total (2)	\$	73,554	\$	77,232	\$	81,089	\$ 85,155	\$ 89,401
5091-A	Fire Engineer								
	Base Rate	\$	25.83	\$	27.12	\$	28.48	\$ 29.90	\$ 31.40
	OT Premium	\$	12.92	- \$	13.56	\$	14.24	\$ 14.95	\$ 15.70
	Bi-weekly Base (1)	\$	2,893	\$	3,037	\$	3,190	\$ 3,349	\$ 3,517
	Monthly Base (1)	\$	6,268	\$	6,581	\$	6,911	\$ 7,256	\$ 7,620
	Annual Base (1)	\$	75,217	\$	78,973	\$	82,934	\$ 87,069	\$ 91,437
	Estimated Annual FLSA OT(2)	\$	2,016	\$	2,115	\$	2,221	\$ 2,332	\$ 2,449
_	Estimated Annual Total (2)	\$	77,232	\$	81,089	\$	85,155	\$ 89,401	\$ 93,886
<u>5100</u>	Fire Engineer w/ Paramedic Cert			bove		(ineer)			
	Base Rate	\$	26.60	\$	27.93	\$	29.33	\$ 30.80	\$ 32.34
	OT Premium	\$	13.30	\$	13.97	\$	14.67	\$ 15.40	\$ 16.17
	Bi-weekly Base (1)	\$	2,979	\$	3,128	\$	3,285	\$ 3,450	\$ 3,622
	Monthly Base (1)	\$	6,455	\$	6,778	\$	7,117	\$ 7,474	\$ 7,848
	Annual Base (1)	\$	77,459	\$	81,332	\$	85,409	\$ 89,690	\$ 94,174
	Estimated Annual FLSA OT(2)	\$	2,075	\$	2,179	\$	2,289	\$ 2,402	\$ 2,523
_	Estimated Annual Total (2)	\$	79,534	\$	83,511	\$	87,697	\$ 92,092	\$ 96,697
<u>5099</u>	Fire Captain			•					
	Base Rate	\$	29.40	\$	30.87	\$	32.41	\$ 34.03	\$ 35.73
	OT Premium	\$	14.70	\$	15.44	\$	16.21	\$ 17.02	\$ 17.87
	Bi-weekly Base (1)	\$	3,293	\$	3,457	\$	3,630	\$ 3,811	\$ 4,002
	Monthly Base (1)	\$	7,134	\$	7,491	\$	7,865	\$ 8,258	\$ 8,670
	Annual Base (1)	\$	85,613	\$	89,893	\$	94,378	\$ 99,095	\$ 104,046
	Estimated Annual FLSA OT ⁽²⁾ Estimated Annual Total ⁽²⁾	\$ \$	2,293	\$	2,409	\$	2,529	\$ 2,655	\$ 2,788
_	Estimated Affidai Total (*)	Þ	87,906	\$	92,302	\$	96,907	\$ 101,750	\$ 106,833
<u>5109</u>	Fire Captain (Shift)	_							
	Base Rate	\$	29.99	\$	31.49	\$	33.06	\$ 34.71	\$ 36.44
	OT Premium	\$	15.00	\$	15.75	\$	16.53	\$ 17.36	\$ 18.22
	Bi-weekly Base (1)	\$	3,359	\$	3,527	\$	3,703	\$ 3,888	\$ 4,081
	Monthly Base (1)	\$	7,278	\$	7,642	\$	8,023	\$ 8,423	\$ 8,843
	Annual Base (1)	\$	87,331	\$	91,699	\$	96,271	\$ 101,076	\$ 106,113
	Estimated Annual FLSA OT(2)	\$	2,340	\$	2,457	\$	2,579	\$ 2,708	\$ 2,842
_	Estimated Annual Total (2)	\$	89,671	\$	94,156	. \$	98,849	\$ 103,784	\$ 108,956

⁽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 of Solana Beach Fire Schedule FY 2019/20 (Salary Schedule 5) Effective July 2019

Base Rate OT Premium Bi-weekly Base (1) \$ 25.21 \$ 26.47 \$ 27.79 \$ 29.18 \$ 30.64 \$ 3.432 \$ 3.64 \$ 3.432 \$ 3.433 \$ 3.604 \$ 3.432 \$ 3.433 \$ 3.604	Classification 5091 Firefighter / Paramedic		Step A		Step B		Step C		Step D		Step E
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	tes America Contract	5	25.21	7 s	26.47	s	27.79	s	29.18	\$	30.64
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 Fire Engineer		_		- I							
Monthly Base											
Annual Base (1) \$ 73,412 \$ 77,081 \$ 80,924 \$ 84,972 \$ 89,224 \$ 1,967 \$ 2,065 \$ 2,168 \$ 2,276 \$ 2,390 \$ 5091-A Fire Engineer Base Rate OT Premium Bi-weekly Base (1) \$ 13.24 \$ 13.90 \$ 14.60 \$ 15.33 \$ 16.09 \$ 3,604		\$					•		-,		
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 Base Rate OT Premium Bi-weekly Base (1) \$ 26.48 \$ 27.80 \$ 29.19 \$ 30.65 \$ 32.18 0 T Premium Bi-weekly Base (1) \$ 13.24 \$ 13.90 \$ 14.60 \$ 15.33 \$ 16.09 8 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		Š						Š		\$	
Estimated Annual Total (2) \$ 75,379 \$ 79,146 \$ 83,093 \$ 87,248 \$ 91,614 5091-A Fire Engineer										Š	,
Solution Fire Engineer Base Rate \$ 26.48 \$ 27.80 \$ 29.19 \$ 30.65 \$ 32.18				-							
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	5091-A Fire Engineer							<u></u>	0.,		
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		\$	26.48	1 \$	27.80	\$	29.19	\$	30.65	\$	32.18
Bi-weekly Base ⁽¹⁾ \$ 2,966 \$ 3,114 \$ 3,269 \$ 3,433 \$ 3,604	OT Premium	\$	13.24		13.90	\$	14.60		15.33		
	Bi-weekly Base (1)										
	Monthly Base (1)	\$	6,426	Š	6,746	Š	7,083	\$	7,438	\$	7,809
Annual Base (1) \$ 77,110 \$ 80,954 \$ 85,001 \$ 89,253 \$ 93,708				•		•		ŝ		s.	•
Estimated Annual FLSA OT ⁽²⁾ \$ 2,065 \$ 2,168 \$ 2,278 \$ 2,391 \$ 2,510	Estimated Annual FLSA OT(2)										
Estimated Annual Total (2) \$ 79,175 \$ 83,122 \$ 87,279 \$ 91,644 \$ 96,218	Estimated Annual Total (2)	\$									
5100 Fire Engineer w/ Paramedic Cert (3% differential above Fire Engineer)	5100 Fire Engineer w/ Paramedic Cert	(3%							0.1,0	-	00,210
Base Rate \$ 27.27 \$ 28.63 \$ 30.07 \$ 31.57 \$ 33.15	Base Rate	\$	27.27	\$				\$	31.57	\$	33.15
OT Premium \$ 13.64 \$ 14.32 \$ 15.04 \$ 15.79 \$ 16.58	OT Premium	- 8	13,64	\$	14.32	s	15 04				
Bi-weekly Base (1) \$ 3,054 \$ 3,207 \$ 3,368 \$ 3,536 \$ 3,713								Š			
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 FLSA OT(2)							\$			•
Estimated Annual Total (2) \$ 81,538 \$ 85,604 \$ 89,910 \$ 94,395 \$ 99,119		\$									
5099 Fire Captain	5099 Fire Captain										
Base Rate \$ 30.13 \$ 31.64 \$ 33.22 \$ 34.88 \$ 36.62	Base Rate	\$	30.13	1 \$	31.64	\$	33.22	\$	34.88	s	36.62
OT Premium \$ 15.07 \$ 15.82 \$ 16.61 \$ 17.44 \$ 18.31	OT Premium	<u> </u>	15.07		15.82	\$	16.61		17.44		
Bi-weekly Base (1) \$ 3,375 \$ 3,544 \$ 3,721 \$ 3,907 \$ 4,101	Bi-weekly Base (1)										
Monthly Base (1) \$ 7,312 \$ 7,678 \$ 8,061 \$ 8,464 \$ 8,886	Monthly Base (1)	\$						Š			
Annual Base ⁽¹⁾ \$ 87,739 \$ 92,136 \$ 96,737 \$ 101,571 \$ 106,637	Annual Base (1)			\$							
Estimated Annual FLSA OT ⁽²⁾ \$ 2,351 \$ 2,468 \$ 2,591 \$ 2,721 \$ 2,856	Estimated Annual FLSA OT(2)		2,351	\$					•		
Estimated Annual Total (2) \$ 90,089 \$ 94,604 \$ 99,328 \$ 104,291 \$ 109,494	Estimated Annual Total (2)	\$	90.089	\$							
5109 Fire Captain (Shift)	5109 Fire Captain (Shift)									, , ,	
Base Rate \$ 30.73 \$ 32.27 \$ 33.88 \$ 35.58 \$ 37.35	Base Rate	\$	30.73	\$	32.27	\$	33.88	\$	35.58	\$	37.35
OT Premium \$ 15.37 \$ 16.14 \$ 16.94 \$ 17.79 \$ 18.68	OT Premium	\$	15.37	\$	16.14	\$	16.94				
Bi-weekly Base (1) \$ 3,442 \$ 3,614 \$ 3,795 \$ 3,985 \$ 4,183	Bi-weekly Base (1)		3,442								
Monthly Base (1) \$ 7,457 \$ 7,831 \$ 8,222 \$ 8,634 \$ 9,064	Monthly Base (1)		7,457	\$							
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 FLSA OT(2)	\$	2,398	\$		\$			•		
Estimated Annual Total (2) \$ 91,883 \$ 96,488 \$101,301 \$ 106,384 \$ 111,677	Estimated Annual Total (2)	\$	91,883	\$		\$1					

⁽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 O'Vertime.
(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 of Solana Beach Fire Schedule FY 2020/21 (Salary Schedule 5) Effective July 2020

Base Rate \$ 25.72 \$ 27.01 \$ 28.36 \$ 29.78 \$ 31.27
OT Premium \$ 12.86 \$ 13.51 \$ 14.18 \$ 14.89 \$ 15.64 Bi-weekly Base (1) \$ 2,881 \$ 3,025 \$ 3,176 \$ 3,335 \$ 3,502 Monthly Base (1) \$ 6,241 \$ 6,554 \$ 6,882 \$ 7,227 \$ 7,588 Annual Base (1) \$ 74,897 \$ 78,653 \$ 82,584 \$ 86,719 \$ 91,058 Estimated Annual FLSA OT (2) \$ 2,006 \$ 2,108 \$ 2,212 \$ 2,323 \$ 2,440 Estimated Annual Total (2) \$ 76,903 \$ 80,761 \$ 84,796 \$ 89,042 \$ 93,498
Bi-weekly Base (1) \$ 2,881 \$ 3,025 \$ 3,176 \$ 3,335 \$ 3,502 Monthly Base (1) \$ 6,241 \$ 6,554 \$ 6,882 \$ 7,227 \$ 7,588 Annual Base (1) \$ 74,897 \$ 78,653 \$ 82,584 \$ 86,719 \$ 91,058 Estimated Annual FLSA OT (2) \$ 2,006 \$ 2,108 \$ 2,212 \$ 2,323 \$ 2,440 Estimated Annual Total (2) \$ 76,903 \$ 80,761 \$ 84,796 \$ 89,042 \$ 93,498
Monthly Base (1) \$ 6,241 \$ 6,554 \$ 6,882 \$ 7,227 \$ 7,588 Annual Base (1) \$ 74,897 \$ 78,653 \$ 82,584 \$ 86,719 \$ 91,058 Estimated Annual FLSA OT (2) \$ 2,006 \$ 2,108 \$ 2,212 \$ 2,323 \$ 2,440 Estimated Annual Total (2) \$ 76,903 \$ 80,761 \$ 84,796 \$ 89,042 \$ 93,498
Annual Base (1) \$ 74,897 \$ 78,653 \$ 82,584 \$ 86,719 \$ 91,058 Estimated Annual FLSA OT (2) \$ 2,006 \$ 2,108 \$ 2,212 \$ 2,323 \$ 2,440 Estimated Annual Total (2) \$ 76,903 \$ 80,761 \$ 84,796 \$ 89,042 \$ 93,498
Estimated Annual FLSA OT ⁽²⁾ \$ 2,006 \$ 2,108 \$ 2,212 \$ 2,323 \$ 2,440 Estimated Annual Total ⁽²⁾ \$ 76,903 \$ 80,761 \$ 84,796 \$ 89,042 \$ 93,498
Estimated Annual Total (2) \$ 76,903 \$ 80,761 \$ 84,796 \$ 89,042 \$ 93,498
5091-A Fire Engineer
Base Rate \$ 27.01 \$ 28.36 \$ 29.78 \$ 31.27 \$ 32.83
OT Premium \$ 13.51 \$ 14.18 \$ 14.89 \$ 15.64 \$ 16.42
Bi-weekly Base ⁽¹⁾ \$ 3,025 \$ 3,176 \$ 3,335 \$ 3,502 \$ 3,677
Monthly Base (1) \$ 6,554 \$ 6,882 \$ 7,227 \$ 7,588 \$ 7,967
Annual Base ¹⁾ \$ 78,653
Estimated Annual FLSA OT ⁽²⁾ \$ 2,108 \$ 2,212 \$ 2,323 \$ 2,440 \$ 2,562
Estimated Annual Total (2) \$ 80,761 \$ 84,796 \$ 89,042 \$ 93,498 \$ 98,162
5100 Fire Engineer w/ Paramedic Cert (3% differential above Fire Engineer)
Base Rate \$ 27.82 \$ 29.21 \$ 30.67 \$ 32.21 \$ 33.81
OT Premium \$ 13.91 \$ 14.61 \$ 15.34 \$ 16.11 \$ 16.91
Bi-weekly Base (1) \$ 3,116 \$ 3,272 \$ 3,435 \$ 3,608 \$ 3,787
Monthly Base ⁽¹⁾ \$ 6,751 \$ 7,088 \$ 7,443 \$ 7,816 \$ 8,205
Annual Base (1) \$ 81,012 \$ 85,060 \$ 89,311 \$ 93,796 \$ 98,455
Estimated Annual FLSA OT ⁽²⁾ \$ 2,170 \$ 2,279 \$ 2,393 \$ 2,513 \$ 2,638
Estimated Annual Total (2) \$ 83,182 \$ 87,339 \$ 91,704 \$ 96,309 \$ 101,093
5099 Fire Captain
Base Rate \$ 30.73 \$ 32.27 \$ 33.88 \$ 35.57 \$ 37.35
OT Premium \$ 15.37 \$ 16.14 \$ 16.94 \$ 17.79 \$ 18.68
Bi-weekly Base (1) \$ 3,442 \$ 3,614 \$ 3,795 \$ 3,984 \$ 4,183
Monthly Base (1) \$ 7,457 \$ 7,831 \$ 8,222 \$ 8,632 \$ 9,064
Annual Base ⁽¹⁾ \$ 89,486 \$ 93,970 \$ 98,659 \$ 103,580 \$ 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 \$ 106,355 \$ 111,677
5109 Fire Captain (Shift)
Base Rate \$ 31.34 \$ 32.92 \$ 34.56 \$ 36.28 \$ 38.10
OT Premium \$ 15.67 \$ 16.46 \$ 17.28 \$ 18.14 \$ 19.05
Bi-weekly Base (1) \$ 3,510 \$ 3,687 \$ 3,871 \$ 4,063 \$ 4,267
Monthly Base (1) \$ 7,605 \$ 7,989 \$ 8,387 \$ 8,804 \$ 9,246
Annual Base ⁽¹⁾ \$ 91,262 \$ 95,863 \$100,639 \$ 105,647 \$ 110,947
Estimated Annual FLSA OT ⁽²⁾ \$ 2,445 \$ 2,568 \$ 2,696 \$ 2,830 \$ 2,972
Estimated Annual Total (2) \$ 93,707 \$ 98,431 \$103,334 \$ 108,477 \$ 113,919

⁽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 of Solana Beach Fire Schedule FY 2021/22 (Salary Schedule 5) Effective July 1, 2021

Base Rate	Classification 5091 Firefighter / Paramedic		Step A		Step B		Step C		Step D		Step E
OT Premium S 13.12 S 13.77 S 14.46 S 15.19 S 15.95		\$	26.23	1 \$	27.54	\$	28 92	s	30 37	¢.	31 80
Bi-weekly Base S 2,938 3,084 S 3,239 S 3,401 S 3,572				. ·							
Monthiy Base (1) \$ 6,365 \$ 6,683 \$ 7,018 \$ 7,370 \$ 7,739 \$ 7,739 \$ Annual Base (1) \$ 76,882 \$ 80,195 \$ 84,215 \$ 88,437 \$ 92,864 \$ 2,488 \$ 2,348 \$ 82,345 \$ 86,471 \$ 90,807 \$ 95,362 \$ 80,195 \$ 84,215 \$ 88,437 \$ 92,864 \$ 2,488 \$ 2,348 \$ 86,471 \$ 90,807 \$ 95,362 \$ 80,195 \$ 80,471 \$ 90,807 \$ 95,362 \$ 80,195 \$ 80,471 \$ 90,807 \$ 95,362 \$ 80,195 \$ 80,471 \$ 90,807 \$ 95,362 \$ 80,471 \$ 90,807 \$ 95,362 \$ 80,471 \$ 90,807 \$ 95,362 \$ 80,471 \$ 90,807 \$ 95,362 \$ 80,471 \$ 90,807 \$ 95,362 \$ 80,471 \$ 90,807 \$ 95,362 \$ 80,471 \$ 90,807 \$ 95,362 \$ 80,471 \$ 90,807 \$ 95,362 \$ 80,471 \$ 90,807 \$ 95,362 \$ 80,471 \$ 90,807 \$ 95,362 \$ 80,471 \$ 90,807 \$ 95,362 \$ 80,471 \$ 90,807 \$ 95,362 \$ 80,471 \$ 90,807 \$ 95,362 \$ 80,471 \$ 90,807 \$ 95,362 \$ 80,471 \$ 90,807 \$ 95,362 \$ 80,471 \$ 90,807 \$ 95,362 \$ 80,471 \$ 90,807 \$ 95,362 \$ 80,471 \$ 90,807 \$ 95,362 \$ 95,361 \$ 90,803 \$ 95,361 \$ 90,803 \$ 95,361 \$ 90,803 \$ 95,361 \$ 90,803 \$ 97,552 \$ 80,801 \$ 90,803 \$ 95,381 \$ 90,803 \$											
Annual Base (1) \$ 76,382 \$ 80,196 \$ 84,215 \$ 88,437 \$ 92,864											
Estimated Annual Total 2								ŝ			
Base Rate Sample	Estimated Annual FLSA OT(2)			•							
Base Rate S 27.55 \$ 28.93 \$ 30.38 \$ 31.90 \$ 33.50	Estimated Annual Total (2)			\$							
OT Premium \$ 13.78 \$ 14.47 \$ 15.19 \$ 15.95 \$ 16.75 Bi-weekly Base (1) \$ 3,086 \$ 3,240 \$ 3,403 \$ 3,573 \$ 3,752 Monthly Base (1) \$ 80,226 \$ 84,244 \$ 88,467 \$ 92,893 \$ 97,552 Estimated Annual Total (2) \$ 2,150 \$ 2,257 \$ 2,370 \$ 2,488 \$ 2,613 Estimated Annual Total (2) \$ 82,375 \$ 86,501 \$ 90,836 \$ 95,381 \$ 100,165 \$ 100,165 \$ 100 \$ 100,165 \$ 100,165 \$ 100 \$ 100,165 \$ 100,165 \$ 100 \$ 100,165 \$ 100,165 \$ 100 \$ 100,165 \$ 100,165 \$ 100 \$ 100,165 \$ 100,165 \$ 100 \$ 100,165 \$ 100,165 \$ 100 \$ 100,165 \$ 100,165 \$ 100,165 \$ 100,165 \$ 100 \$ 100,165	5091-A Fire Engineer					· ·				······································	
OT Premium	Base Rate	\$	27.55	\$	28.93	\$	30.38	\$	31.90	\$	33.50
Bi-weekly Base (1)	OT Premium	\$	13.78	\$	14.47	\$	15.19		15.95		16.75
Monthly Base (1) \$ 6,885 \$ 7,020 \$ 7,372 \$ 7,741 \$ 8,129	Bi-weekly Base (1)	\$	3,086	\$	3,240		3,403		3.573		
Annual Base (1) \$ 80,226 \$ 84,244 \$ 88,467 \$ 92,893 \$ 97,552 \$ 2,150 \$ 2,257 \$ 2,370 \$ 2,488 \$ 2,613 \$ 2,150 \$ 2,257 \$ 2,370 \$ 2,488 \$ 2,613 \$ 2,150 \$ 2,257 \$ 86,501 \$ 90,836 \$ 95,381 \$ 100,165 \$ 100 \$ 100,165 \$ 100 \$ 100,165 \$ 100 \$ 100,165 \$ 100 \$ 100,165 \$ 100,165 \$ 100 \$ 100,165 \$ 100 \$ 100,165 \$ 100,	Monthly Base (1)		6,685	\$	7,020	\$	7,372		7,741		
Estimated Annual TcSA OT(2) \$ 2,150 \$ 2,257 \$ 2,370 \$ 2,488 \$ 2,613	Annual Base (1)		80,226	\$	84,244	\$	88,467	\$		\$	
Stimated Annual Total Stim	Estimated Annual FLSA OT ⁽²⁾	\$	2,150	\$	2,257	\$					
Base Rate S 28.38 \$ 29.80 \$ 31.29 \$ 32.86 \$ 34.51	Estimated Annual Total (2)	\$	82,375	\$	86,501	\$	90,836				
OT Premium Bi-weekly Base (1) \$ 3,179 \$ 3,338 \$ 3,504 \$ 3,680 \$ 3,865 Monthly Base (1) \$ 6,887 \$ 7,231 \$ 7,593 \$ 7,974 \$ 8,374 Annual Base (1) \$ 82,643 \$ 86,778 \$ 91,116 \$ 95,688 \$ 100,493 \$ 2,214 \$ 2,324 \$ 2,441 \$ 2,563 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,441 \$ 2,563 \$ 2,693 \$ 2,693 \$ 2,441 \$ 2,324 \$ 2,441 \$ 2,563 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,441 \$ 2,324 \$ 2,441 \$ 2,563 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,441 \$ 2,324 \$ 2,441 \$ 2,563 \$ 3,865 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,441 \$ 2,324 \$ 2,441 \$ 2,563 \$ 3,680 \$ 2,693 \$	5100 Fire Engineer w/ Paramedic Cert	(3%	differential at	bove	Fire Eng	ineer)					
OT Premium Bi-weekly Base (1) \$ 14.19 \$ 14.90 \$ 15.65 \$ 16.43 \$ 17.26 \$ 3,179 \$ 3,338 \$ 3,504 \$ 3,680 \$ 3,865 \$ 3,665 \$ Monthly Base (1) \$ 6,887 \$ 7,231 \$ 7,593 \$ 7,974 \$ 8,374 \$ 4,040 \$ 82,643 \$ 86,778 \$ 91,116 \$ 95,688 \$ 100,493 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,441 \$ 2,563 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,441 \$ 2,563 \$ 2,693 \$ 2,693 \$ 2,441 \$ 2,563 \$ 2,693 \$ 2,693 \$ 2,441 \$ 2,563 \$ 2,693 \$ 2,693 \$ 2,441 \$ 2,563 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,441 \$ 2,563 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,441 \$ 2,563 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,441 \$ 2,563 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,441 \$ 2,563 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,693 \$ 2,446 \$ 2,568 \$ 2,697 \$ 2,831 \$ 2,973 \$ 2,446 \$ 2,668 \$ 2,697 \$ 2,831 \$ 2,973 \$ 2,446 \$ 2,668 \$ 2,697 \$ 2,831 \$ 2,973 \$ 2,446 \$ 2,668 \$ 2,697 \$ 2,831 \$ 2,973 \$ 2,973 \$ 2,446 \$ 2,668 \$ 3,667 \$ 3,630 \$ 3,848 \$ 2,973 \$ 2,446 \$ 2,668 \$ 3,667 \$ 3,630 \$ 3,848 \$ 2,973 \$ 2,446 \$ 2,668 \$ 3,667 \$ 3,630 \$ 3,848 \$ 2,693 \$ 3,686 \$ 3,465 \$ 3,686 \$ 3,4	Base Rate	\$	28.38	\$	29.80	\$	31.29	\$	32.86	\$	34.51
Bi-weekly Base (1) \$ 3,179 \$ 3,338 \$ 3,504 \$ 3,680 \$ 3,865 Monthly Base (1) \$ 6,887 \$ 7,231 \$ 7,593 \$ 7,974 \$ 8,374 Annual Base (1) \$ 82,643 \$ 86,778 \$ 91,116 \$ 95,688 \$ 100,493 Estimated Annual FLSA OT(2) \$ 2,214 \$ 2,324 \$ 2,441 \$ 2,563 \$ 2,693 Estimated Annual Total (2) \$ 84,856 \$ 89,102 \$ 93,558 \$ 98,251 \$ 103,186 Fire Captain Base Rate \$ 31.35 \$ 32.92 \$ 34.57 \$ 36.30 \$ 38.12 OT Premium \$ 15.68 \$ 16.46 \$ 17.29 \$ 18.15 \$ 19.06 Bi-weekly Base (1) \$ 3,511 \$ 3,687 \$ 3,872 \$ 4,066 \$ 4,269 Monthly Base (1) \$ 7,608 \$ 7,989 \$ 8,389 \$ 8,809 \$ 9,250 Annual Base (1) \$ 91,291 \$ 95,863 \$ 100,668 \$ 105,706 \$ 111,005 Estimated Annual Total (2) \$ 93,737 \$ 98,431 \$ 103,365 \$ 108,537 \$ 113,979 Fire Captain (Shift) Base (1) \$ 3,582 \$ 3,761 \$ 3,949 \$ 4,147 \$ 4,355 Annual Base (1) \$ 93,126 \$ 97,785 \$ 102,677 \$ 107,831 \$ 113,219 Estimated Annual FLSA OT(2) \$ 2,494 \$ 2,619 \$ 2,750 \$ 2,889 \$ 3,033	OT Premium	\$	14.19	S	14.90	S	15.65		16.43		
Monthly Base (1)		\$	3,179		3.338		3.504			Š	
Annual Base (1) \$ 82,643 \$ 86,778 \$ 91,116 \$ 95,688 \$ 100,493	Monthly Base (1)	\$	6,887	\$		\$		Ś			
Estimated Annual FLSA OT ⁽²⁾ Estimated Annual Total (2) \$ 84,856 \$ 89,102 \$ 93,558 \$ 98,251 \$ 103,186 \$ 5099 Fire Captain Base Rate OT Premium \$ 15.68 \$ 16.46 \$ 17.29 \$ 18.15 \$ 19.06 \$ 10.00 \$ 10.	Annual Base (1)		82,643					Š			
Base Rate	Estimated Annual FLSA OT(2)	\$						Š			
Base Rate	Estimated Annual Total (2)	\$		\$				\$,		
OT Premium \$ 15.68 \$ 16.46 \$ 17.29 \$ 18.15 \$ 19.06 Bi-weekly Base (1) \$ 3,511 \$ 3,687 \$ 3,872 \$ 4,066 \$ 4,269 Monthly Base (1) \$ 7,608 \$ 7,989 \$ 8,389 \$ 8,809 \$ 9,250 Annual Base (1) \$ 91,291 \$ 95,863 \$100,668 \$ 105,706 \$ 111,005 Estimated Annual FLSA OT(2) \$ 2,446 \$ 2,568 \$ 2,697 \$ 2,831 \$ 2,973 Estimated Annual Total (2) \$ 93,737 \$ 98,431 \$103,365 \$ 108,537 \$ 113,979 \$ 5109 Fire Captain (Shift) Base Rate \$ 31.98 \$ 33.58 \$ 35.26 \$ 37.03 \$ 38.88 OT Premium \$ 15.99 \$ 16.79 \$ 17.63 \$ 18.52 \$ 19.44 Bi-weekly Base (1) \$ 3,582 \$ 3,761 \$ 3,949 \$ 4,147 \$ 4,355 Monthly Base (1) \$ 7,760 \$ 8,149 \$ 8,556 \$ 8,986 \$ 9,435 Annual Base (1) \$ 93,126 \$ 97,785 \$102,677 \$ 107,831 \$ 113,219 Estimated Annual FLSA OT(2) \$ 2,494 \$ 2,619 \$ 2,750 \$ 2,889 \$ 3,033	5099 Fire Captain										
OT Premium \$ 15.68 \$ 16.46 \$ 17.29 \$ 18.15 \$ 19.06 Bi-weekly Base (1) \$ 3,511 \$ 3,687 \$ 3,872 \$ 4,066 \$ 4,269 Monthly Base (1) \$ 7,608 \$ 7,989 \$ 8,389 \$ 8,809 \$ 9,250 Annual Base (1) \$ 91,291 \$ 95,863 \$ 100,668 \$ 105,706 \$ 111,005 Estimated Annual FLSA OT (2) \$ 2,446 \$ 2,568 \$ 2,697 \$ 2,831 \$ 2,973 Estimated Annual Total (2) \$ 93,737 \$ 98,431 \$ 103,365 \$ 108,537 \$ 113,979 \$ 109	Base Rate	\$	31.35	\$	32.92	\$	34.57	\$	36.30	\$	38.12
Bi-weekly Base (1) \$ 3,511 \$ 3,687 \$ 3,872 \$ 4,066 \$ 4,269 Monthly Base (1) \$ 7,608 \$ 7,989 \$ 8,389 \$ 8,809 \$ 9,250 Annual Base (1) \$ 91,291 \$ 95,863 \$ 100,668 \$ 105,706 \$ 111,005 Estimated Annual FLSA OT (2) \$ 2,446 \$ 2,568 \$ 2,697 \$ 2,831 \$ 2,973 Estimated Annual Total (2) \$ 93,737 \$ 98,431 \$ 103,365 \$ 108,537 \$ 113,979 \$ 5109 Fire Captain (Shift) Base Rate	OT Premium	\$	15.68		16.46	\$	17.29	\$	18.15	\$	19.06
Monthly Base (1)	Bi-weekly Base (1)	\$	3,511	\$	3,687	\$	3.872				
Annual Base (1) \$ 91,291 \$ 95,863 \$100,668 \$ 105,706 \$ 111,005 \$ 2,446 \$ 2,568 \$ 2,697 \$ 2,831 \$ 2,973 \$ 2,831 \$ 2,973 \$ 2,831 \$ 2,973 \$ 2,831 \$ 2,973 \$ 2,831 \$ 2,973 \$ 2,831 \$ 2,973 \$ 2,831 \$ 2,973 \$ 2,831 \$ 2,973 \$ 2,831 \$ 2,973 \$ 2,831 \$ 2,973 \$ 2,831 \$ 2,973 \$ 2,831 \$ 2,973 \$ 2,831 \$ 2,973 \$ 2,831 \$ 2,973 \$ 2,831 \$ 2,973 \$ 2,831 \$ 2,973 \$ 2,831 \$ 2,973 \$ 2,831 \$ 2,973 \$ 2,831 \$ 2,973 \$ 2,973 \$ 2,831 \$ 2,973 \$ 2,973 \$ 2,831 \$ 2,973 \$ 2,973 \$ 2,831 \$ 2,973 \$ 2,973 \$ 2,831 \$ 2,973 \$ 2,973 \$ 2,831 \$ 2,973 \$ 2,973 \$ 2,973 \$ 2,973 \$ 2,973 \$ 2,973 \$ 2,973 \$ 2,973 \$ 2,973 \$ 2,973 \$ 2,973 \$ 2,973 \$ 2,973 \$ 2,973 \$ 2,973 \$ 2,973 \$ 2,973 \$ 2,973 \$ 2,973	Monthly Base (1)	\$	7,608	\$	7,989	\$					
Estimated Annual FLSA OT ⁽²⁾ \$ 2,446 \$ 2,568 \$ 2,697 \$ 2,831 \$ 2,973 \$ 93,737 \$ 98,431 \$ 103,365 \$ 108,537 \$ 113,979 \$ 13,999 \$ 16.79 \$ 17.63 \$ 18.52 \$ 19.44 \$ 10.00	Annual Base (1)		91,291	\$	95,863	\$1					
Estimated Annual Total (2) \$ 93,737 \$ 98,431 \$103,365 \$ 108,537 \$ 113,979 Since Captain (Shift) Base Rate Since Captain (Shift) Base Rate Since Captain (Shift) S	Estimated Annual FLSA OT(2)	\$	2,446	\$	2,568						•
Simple Captain (Shift) Base Rate	Estimated Annual Total (2)	\$	93,737	\$	98,431	\$1	03,365	\$		\$	
OT Premium \$ 15.99 \$ 16.79 \$ 17.63 \$ 18.52 \$ 19.44 Bi-weekly Base (1) \$ 3,582 \$ 3,761 \$ 3,949 \$ 4,147 \$ 4,355 Monthly Base (1) \$ 7,760 \$ 8,149 \$ 8,556 \$ 8,986 \$ 9,435 Annual Base (1) \$ 93,126 \$ 97,785 \$102,677 \$ 107,831 \$ 113,219 Estimated Annual FLSA OT(2) \$ 2,494 \$ 2,619 \$ 2,750 \$ 2,889 \$ 3,033	5109 Fire Captain (Shift)										-
Bi-weekly Base (1) \$ 3,582 \$ 3,761 \$ 3,949 \$ 4,147 \$ 4,355 Monthly Base (1) \$ 7,760 \$ 8,149 \$ 8,556 \$ 8,986 \$ 9,435 Annual Base (1) \$ 93,126 \$ 97,785 \$102,677 \$ 107,831 \$ 113,219 Estimated Annual FLSA OT ⁽²⁾ \$ 2,494 \$ 2,619 \$ 2,750 \$ 2,889 \$ 3,033	Base Rate	\$	31.98	\$	33.58	\$	35.26	\$	37.03	\$	38.88
Bi-weekly Base (1) \$ 3,582 \$ 3,761 \$ 3,949 \$ 4,147 \$ 4,355 Monthly Base (1) \$ 7,760 \$ 8,149 \$ 8,556 \$ 8,986 \$ 9,435 Annual Base (1) \$ 93,126 \$ 97,785 \$102,677 \$ 107,831 \$ 113,219 Estimated Annual FLSA OT ⁽²⁾ \$ 2,494 \$ 2,619 \$ 2,750 \$ 2,889 \$ 3,033	OT Premium	\$	15.99	\$	16.79	\$	17.63	\$	18.52		19.44
Monthly Base (1) \$ 7,760 \$ 8,149 \$ 8,556 \$ 8,986 \$ 9,435 Annual Base (1) \$ 93,126 \$ 97,785 \$102,677 \$ 107,831 \$ 113,219 Estimated Annual FLSA OT ⁽²⁾ \$ 2,494 \$ 2,619 \$ 2,750 \$ 2,889 \$ 3,033	Bi-weekly Base (1)		3,582		3,761						
Annual Base ⁽¹⁾ \$ 93,126 \$ 97,785 \$102,677 \$ 107,831 \$ 113,219 Estimated Annual FLSA OT ⁽²⁾ \$ 2,494 \$ 2,619 \$ 2,750 \$ 2,889 \$ 3,033	Monthly Base (1)		7,760	\$							
Estimated Annual FLSA OT ⁽²⁾ \$ 2,494 \$ 2,619 \$ 2,750 \$ 2,889 \$ 3,033			93,126								
= 4	Estimated Annual FLSA OT(2)	\$	2,494	\$							
	Estimated Annual Total (2)	\$	95,620	\$1		\$1					116,251

⁽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 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.

APPENDIX C

2018 – 2022 24-DAY WORK PERIODS

Shift Payroll Dates							
07/09/18 - 07/11/22							
24	Day Work Period Payab	lle On					
Con-sec	É-av	T also de Dece					
Starti	End	Check Date					
7/9/2018	8/1/2018	8/10/2018					
8/2/2018	8/25/2018	9/7/2018					
8/26/2018	9/18/2018	10/5/2018					
9/19/2018	10/12/2018	10/19/2018					
10/13/2018	11/5/2018	11/16/2018					
11/6/2018	11/29/2018	12/14/2018					
11/30/2018	12/23/2018	1/11/2019					
12/24/2018	1/16/2019	1/25/2019					
1/17/2019	2/9/2019	2/22/2019					
2/10/2019	3/5/2019	3/22/2019					
3/6/2019	3/29/2019	4/5/2019					
3/30/2019	4/22/2019	5/3/2019					
4/23/2019	5/16/2019	5/31/2019					
5/17/2019	6/9/2019	6/28/2019					
6/10/2019	7/3/2019	7/12/2019					
7/4/2019	7/27/2019	8/9/2019					
7/28/2019	8/20/2019	9/6/2019					
8/21/2019	9/13/2019	9/20/2019					
9/14/2019	10/7/2019	10/18/2019					
10/8/2019	10/31/2019	11/15/2019					
11/1/2019	11/24/2019	12/13/2019					
11/25/2019	12/18/2019	12/27/2019					
12/19/2019	1/11/2020	1/24/2020					
1/12/2020	2/4/2020	2/21/2020					
2/5/2020	2/28/2020	3/6/2020					
2/29/2020	3/23/2020	4/3/2020					
3/24/2020	4/16/2020	5/1/2020					
4/17/2020	5/10/2020	5/29/2020					
5/11/2020	6/3/2020	6/12/2020					
6/4/2020	6/27/2020	7/10/2020					
6/28/2020	7/21/2020	8/7/2020					
7/22/2020	8/14/2020	8/21/2020					
1/22/2020	0/ 14/ 2020	0/21/2020					

MOU SBFA - FY 2018/22

8/15/2020	9/7/2020	9/18/2020
9/8/2020	10/1/2020	10/16/2020
10/2/2020	10/25/2020	11/13/2020
10/26/2020	11/18/2020	11/27/2020
11/19/2020	12/12/2020	12/25/2020
12/13/2020	1/5/2021	1/22/2021
1/6/2021	1/29/2021	2/5/2021
1/30/2021	2/22/2021	3/5/2021
2/23/2021	3/18/2021	4/2/2021
3/19/2021	4/11/2021	4/30/2021
4/12/2021	5/5/2021	5/14/2021
5/6/2021	5/29/2021	6/11/2021
5/30/2021	6/22/2021	7/9/2021
6/23/2021	7/16/2021	7/23/2021
7/17/2021	8/9/2021	8/20/2021
8/10/2021	9/2/2021	9/17/2021
9/3/2021	9/26/2021	10/15/2021
9/27/2021	10/20/2021	10/29/2021
10/21/2021	11/13/2021	11/26/2021
11/14/2021	12/7/2021	12/24/2021
12/8/2021	12/31/2021	1/7/2022
1/1/2022	1/24/2022	2/4/2022
1/25/2022	2/17/2022	3/4/2022
2/18/2022	3/13/2022	4/1/2022
3/14/2022	4/6/2022	4/15/2022
4/7/2022	4/30/2022	5/13/2022
5/1/2022	5/24/2022	6/10/2022
5/25/2022	6/17/2022	6/24/2022
6/18/2022	7/11/2022	7/22/2022



STAFF REPORT CITY OF SOLANA BEACH

TO: FROM: Honorable Mayor and City Councilmembers

Gregory Wade, City Manager

MEETING DATE:
ORIGINATING DEPT:

August 22, 2018 Finance Department

SUBJECT:

Council Consideration of Resolution 2018-115 Approving the Establishment of a Health Reimbursement Arrangement (HRA) for Retirees with Keenan & Associates

BACKGROUND:

The City of Solana Beach (City) contracts with the California Public Employees Retirement System (CalPERS) to provide both retirement and health insurance benefits to its eligible retirees. The health insurance benefits are provided in accordance with CalPERS health laws, commonly known as the Public Employees' Medical and Hospital Care Act (PEMHCA).

In addition, the City has long provided a subsidy intended to assist retirees with the payment of their health-benefit costs. This subsidy is known as the Retiree Health Benefit (RHB).

In September 2006, the City Council adopted a series of resolutions specifying the RHB amounts provided to eligible retirees. Under these resolutions, eligible retirees who were retired as of December 31, 2006, would receive a maximum of \$325 per month (Group 1). Employees who were employed by the City as of December 31, 2006, and who were eligible retirees upon their subsequent retirement from the City would receive a maximum of \$290 per month (Group 2). If a Group 1 or Group 2 retiree enrolled in the CalPERS health plan, the City would disburse the RHB amount in two separate payments, as follows: (i) to CalPERS—the required PEMCHA minimum amount, and (ii) to the retiree—the applicable RHB maximum, less the PEMHCA minimum amount. If the retiree did not enroll in a CalPERS health plan, the City would pay the full applicable RHB maximum to the retiree in a cash disbursement.

COUNCIL ACTION:		

Employees who were hired on or after January 1, 2007, and who were eligible retirees upon their subsequent retirement from the City (Group 3) would receive an RHB only if they enrolled in a CalPERS health plan. For enrolled Group 3 retirees, the City would pay to CalPERS an amount equal to the PEMHCA minimum.

The PEMCHA minimum is the minimum contribution to CalPERS that the City is required to make for eligible retirees enrolled in the CalPERS health plan. CalPERS typically increases the required minimum annually. The minimum was \$64/month for 2006 and is \$133/month for 2018.

At the request of City staff, the City Attorney and outside benefits/tax counsel reviewed the RHB structure. They advised that to comply with governing tax laws, certain changes to the existing structure are needed.

Consistent with that advice, this item is before the City Council to consider approving Resolution 2018-115 (Attachment 1) establishing a Health Reimbursement Arrangement (HRA) for Retirees with Keenan & Associates (Keenan) and authorizing the City Manager to take any and all actions needed to effectuate the establishment of the HRA.

DISCUSSION:

The City, as part of the resolutions approved by the City Council in September 2006, established that employees who retired from the City would be eligible to receive the RHB, as follows:

- Group 1: Employees who were retired as of December 31, 2006, would receive a maximum of \$325 per month.
- Group 2: Employees who were employed by the City as of December 31, 2006 and subsequently retired from the City would receive a maximum of \$290 per month.
- Group 3: Employees who were hired on or after January 1, 2007 would receive the minimum amount required under PEMHCA and would be required to enroll in a CalPERS health plan after retirement in order to receive the PEMCHA minimum.

Under the federal tax laws, RHB payments are permitted only to reimburse retirees' costs for "eligible medical expenses," as defined by section 213(d) of the Internal Revenue Code. Generally, eligible medical expenses encompass out-of-pocket costs for health, vision, or dental care, including premium payments for insurance coverage.

For Group 3 retirees, the RHB satisfies this tax rule because the RHB is paid to CalPERS to partially cover the cost of retirees' CalPERS health premiums, an eligible medical expense. Accordingly, the RHB payment is nontaxable.

For Group 1 and Group 2 retirees who are enrolled in a CalPERS health plan, the RHB similarly satisfies the tax rule because the RHB is made in two payments for eligible medical expenses: one to CalPERS to partially cover the cost of retirees' CalPERS health premiums, and a second payment to retirees as partial reimbursement for the cost of these premiums. Accordingly, both RHB payments are nontaxable.

However, for Group 1 and Group 2 retirees not enrolled in a CalPERS health plan, the September 2006 resolutions were not clear on how retirees would be required to use RHB payments. In practice, the City has disbursed RHB payments to these retirees in cash without requiring proof of any corresponding eligible medical expense. The City has treated these cash disbursements as taxable.

The City Attorney and the City's outside tax/benefits counsel have advised that cash disbursements of this type generally are not permitted under the tax laws; and that continuing this practice exposes the City and retirees to potentially significant penalties under the tax laws.

Therefore, to comply with the tax laws, staff recommends that the City establish a health reimbursement arrangement (HRA) to provide the RHB to eligible retirees. An overview of the HRA's operation:

- Each month, the City would credit each retiree's HRA account with RHB contributions (rather than disbursing these amounts in cash to retirees).
- Each retiree's account balance is invested in investment vehicles available under the HRA.
- The retiree is eligible to receive reimbursements from his or her HRA account for eligible medical expenses incurred by the retiree, his or her spouse or domestic partner, or qualified dependents. HRA disbursements will not be permitted for any other purpose.
- In addition, the HRA document will specify certain terms required by the tax laws and other laws governing the HRA's operation.

The HRA would avert any exposure to tax penalties for RHB payments provided on and after the HRA's effective date. Further, RHB payments under the HRA would generally be nontaxable.

The effective date for the change in the City's RHB plan would be September 1, 2018, if the City Council approves the establishment of the HRA.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

With the establishment of an HRA, there would be no change in the City's annual financial obligation for RHB which is currently budgeted at \$176,400 in the Fiscal Year 2018/19 Adopted Budget. There will be a one-time consulting fee of \$1,000 payable to Keenan and the City has sufficient funds in the adopted budget to pay this cost.

WORK PLAN:

This item is not mentioned in the Work Plan.

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council consider adoption of Resolution 2018-115:

- Authorizing the establishment of a Health Reimbursement Arrangement for Retirees (HRA) with Keenan and Associates for retirees from the City of Solana Beach and authorizing the City Manager to take any and all actions necessary to establish the HRA.
- 2. Reaffirming that former employees who retired from the City of Solana Beach (City) and have a retirement date prior to December 31, 2006 shall receive a maximum of \$325 per month as a Retiree Health Benefit (RHB) for medical insurance premiums and other eligible health care expenses and authorizing this payment to the HRA account established for the retired employee. The HRA will be administered by a third party administrator (TPA) and the retired employee will be responsible for any monthly account maintenance fee(s).
- 3. Reaffirming that City employees hired prior to January 1, 2007 and who retire from the City at a future date shall receive a maximum of \$290.00 per month as a RHB for medical insurance premiums and other eligible health care expenses and authorizing this payment to the HRA account established for the retired

- employee. The HRA will be administered by a TPA and the retired employee will be responsible for any monthly account maintenance fee(s).
- 4. Reaffirming that if a City retiree elects to enroll in the CalPERS Retiree Health Plan, the City will subtract the required minimum PEMCHA contribution amount from the retiree's RHB and pay that amount to CalPERS directly. Any remaining RHB balance will be paid to the retiree as a reimbursement of the required premium for coverage under the CalPERS Retiree Health Plan. The reimbursement will be processed through the HRA.
- 5. Authorizing for those retirees that do not elect to enroll in the CalPERS Retiree Health Plan, the contribution of the retiree's RHB amount to the retiree's HRA account.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.

Gregory Wade, City Manager

Attachments:

- 1. Resolution No. 2018-115
- 2. Health Reimbursement Arrangement for Retirees Adoption Agreement

RESOLUTION 2018 - 115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING THE ESTABLISHMENT OF A HEALTH REIMBURSEMENT ARRANGEMENT (HRA) FOR RETIREES WITH KEENAN & ASSOCIATES

WHEREAS, the City of Solana Beach (City) contracts with the California Public Employees Retirement System (CalPERS) to provide health insurance benefits to its eligible retirees under the CalPERS Retiree Health Plan, which is governed by the Public Employees' Medical and Hospital Care Act (PEMHCA);

WHEREAS, in addition, the City provides a subsidy, known as the Retiree Health Benefit (RHB), to eligible retirees in order to assist retirees with the payment of health-benefit costs; and

WHEREAS, the City Attorney and outside benefits/tax counsel have advised that, to comply with federal tax law requirements applicable to the RHB, the City must establish a Health Reimbursement Arrangement (HRA).

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

- 1. That the above recitations are true and correct.
- 2. That the City Council authorizes the establishment of a Health Reimbursement Arrangement for Retirees (HRA) with Keenan and Associates for retirees from the City of Solana Beach and authorizes the City Manager to take any and all actions necessary to establish the HRA.
- 3. That the City Council reaffirms that former employees who retired from the City of Solana Beach (City) and have a retirement date prior to December 31, 2006 shall receive a maximum of \$325 per month as a Retiree Health Benefit (RHB) for medical insurance premiums and other eligible health care expenses and authorizes this payment to the HRA account established for the retired employee. The HRA will be administered by a third party administrator (TPA) and the retired employee will be responsible for any monthly account maintenance fee(s).
- 4. That the City Council reaffirms that City employees hired prior to January 1, 2007 and who retire from the City at a future date shall receive a maximum of \$290.00 per month as a RHB for medical insurance premiums and other eligible health care expenses and authorizes this payment to the HRA account established for the retired employee. The HRA will be administered by a TPA and the retired employee will be responsible for any monthly account maintenance fee(s).

- 5. That the City Council reaffirms that if an eligible City retiree elects to enroll in the CalPERS Retiree Health Plan, the City will subtract the minimum PEMHCA contribution amount from the retiree's RHB and pay that amount to CalPERS directly. Any remaining RHB balance will be paid to the retiree as a reimbursement for the required premium for coverage under the CalPERS Retiree Health Plan. The reimbursement will be processed through the HRA account.
- 6. That the City Council authorizes for retirees described in paragraphs 2 and 3 above who elect not to enroll in the CalPERS Retiree Health Plan, the contribution of the retiree's RHB amount to the retiree's HRA account.

PASSED AND ADOPTED this 22nd day of August, 2018, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

Councilmembers

Councilmembers

AYES:

NOES:

ABSTAIN: Councilmembers
ABSENT: Councilmembers

DAVID A. ZITO, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

Health Reimbursement Arrangement for Retirees ADOPTION AGREEMENT

for

City of Solana Beach

Employer Address:	635 South Highway 101 Solana Beach, CA 92075	Heritage and the second
Employer Telephone Number: Employer Identification Number:	858-720-2400	
Arrangement for Retirees (hereinaf	**executing this Adoption Agreement, hereby adopts and implements the Health Reimber referred to as the "Plan" or the "HRA") and agrees to abide by the terms of the Plan. Valorized signature below, the Employer hereby makes the following designations.	ursement With this
. The Pl	Effective Date is September 1, 2018. The Plan's Restated Effective Date is an is available to Retirees of the Employer effective September 1, 2018	
Class RetA: Retirees	s of Retirees covered by this Plan are: (See attached Class Specifications.) Class RetB:	
Class RetC:	Class RetD:	
Class RetE:	Class RetF:	
<u>Designation of Plan Administrator.</u> <u>Retirement Solutions. Inc.</u>	The Employer hereby designates the following initial Plan Administrator: MidAmerica Administrator:	trative &
Designation of Individuals to Have other persons shall be given access to Business Office Personnel HR E	Department Personnel	oyees, or
The Employer hereby agrees to the property of	ovisions of the Plan and has executed this Adoption Agreement on thisday of	
Name of Employer:	City of Solana Beach	
Signature:	Cuarami Wada	
Print Name:	Gregory Wade	
Title:	City Manager	
Employer CONTACT (print):		
Title:		
E-Mail:		
Telephone:	Ext	
Fax:	858-720-2455	

IRS Circular 230 Notice: We are required to advise you no person or entity may use any tax advice in this communication or any attachment to (i) avoid any penalty under federal tax law or (ii) promote, market or recommend any purchase, investment or other action.

Health Reimbursement Arrangement for Retirees ADOPTION AGREEMENT

for

City of Solana Beach

Employer Address:	635 South Highway 101 Solana Beach, CA 92075	
Employer Telephone Number: Employer Identification Number:	858-720-2400	
	* * * *	
Arrangement for Retirees (hereinafi	executing this Adoption Agreement, hereby adopts and implements the Health ter referred to as the "Plan" or the "HRA") and agrees to abide by the terms of the torized signature below, the Employer hereby makes the following designations.	Reimbursement Plan. With this
Effective Date. The Plan's Original E	Effective Date is September 1, 2018. The Plan's Restated Effective Date is an is available to Retirees of the Employer effective September 1, 2018.	
Plan Year. The Plan Year ends on D	ecember 31	
Eligible Classes. The class or classes	of Retirees covered by this Plan are: (See attached Class Specifications.)	
Class RetA: Retirees	Class RetB:	
	Class RetD:	
Class RetE:	Class RetF:	
Designation of Plan Administrator.	The Employer hereby designates the following initial Plan Administrator: MidAmerica A	dministrative &
Retirement Solutions. Inc.		
Designation of Individuals to Have	Access to Protected Health Information ("PHI"). The following Employees, classes o	f Employees, or
other persons shall be given access to Business Office Personnel HR E	o the PHI to be disclosed: Department Personnel	
Business Office Personner HR L	repartment rersonner	
The Employer hereby agrees to the pro-	ovisions of the Plan and has executed this Adoption Agreement on thisday of	
Name of Employer:	City of Solana Beach	
Signature:		
Print Name:	Gregory Wade	
Title:	City Manager	
Employer CONTACT (print):		
Title:		
E-Mail:		
Telephone:	Ext	
Fax:	858-720-2455	

IRS Circular 230 Notice: We are required to advise you no person or entity may use any tax advice in this communication or any attachment to (i) avoid any penalty under federal tax law or (ii) promote, market or recommend any purchase, investment or other action.

Employer Representations

- The Employer intends to reduce its Retirees' medical expenses by providing reimbursement of such expenses, in a limited capacity. The Employer anticipates that participation in the HRA will encourage prospective Retirees to retire earlier, as they will be better able to afford quality health care prior to the age at which they are Medicare eligible.
- The Employer may allow Retirees to participate in both the HRA and the Special Pay Plan (403(b)).
- Retirees are not permitted to make any election or choice between cash, the HRA, and/or the Special Pay Plan, or any other tax deferred program.
- The Employer will base HRA allocations on its estimates of the costs required to provide a certain amount of medical reimbursements to its Retiree population as that population approaches Medicare age.
- The Employer has discretion in determining classes of Employees eligible to participate in the Retiree HRA. Once determined, Retirees in the class shall be treated uniformly and be provided a uniform allocation to the HRA. Such class shall remain in effect for the Employer's entire fiscal year for all affected Retirees in such year and for all future contributions to such class. Each year, the Employer may reevaluate allocations and classes for new Retirees only.
- The Employer may gather information from the Retiree to determine the appropriate allocation to the HRA, but individual Participants are not allowed to elect or to determine their allocation.
- The Employer will monitor all rehires to ensure that less than two employees are in the Retiree HRA Plan.
- The Employer acknowledges that it has received the Plan document for the HRA and agrees with all the terms therein.
- The Employer understands that whether a contribution to the HRA is non-elective for tax purposes is a facts and circumstances determination, and the Employer is responsible for whether the contribution is truly non-elective or not. The Employer understands that MidAmerica Administrative & Retirement Solutions, Inc. and its agents and employees are not tax or legal advisors. They may provide general information regarding the tax treatment of health reimbursement arrangements, but the Employer should consult with its own tax or legal advisors as to how tax and other rules may apply to its own facts and circumstances.
- The Employer will not provide any information or forms or enter into any contracts inconsistent with the preceding.

Effective Date	September 1, 2018	Employer Initials

Health Reimbursement Arrangement for Retirees
Eligible Class RetA: Retirees
Defined as:
Employment Status Upon the initial contribution to the Plan, Participant employment status shall be:
Retiree Active with no access to benefit until retirement or separation of service
Contribution Types All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:
☑ Dollar Amount ☐ Percentage of Compensation or Retirement Pay
Contribution Frequency
☐ One Time ☐ Annually ☐ Quarterly ☐ Semi-Annually ☑ Monthly ☐ Other
Vesting Schedule Participants shall own their account balance in accordance with the following vesting schedule: □ 100% Immediate □ 100% upon Retirement, meeting the Employer's eligible requirements for retirement □ 100% upon Separation of Service □ Other □ 100% upon death (can be selected in addition to "other" above)
<u>Forfeitures</u> Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:
Reduce future Employer contributions Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year
Run-off Times Participants will be allowed <u>0 (zero)</u> days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be <u>90 (ninety)</u> days. The Run-off time for funds that shall be forfeited due to death will be one year.
Reimbursements Reimbursements shall be for:
All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code Limited Purpose Post Deductible Premium Only Medical Expenses
HRA/FSA Ordering
 ☐ The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate. ☑ The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid. ☐ The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant's FSA account is exhausted.
Administration Fees: Administrative Fees are paid by the Employer for former employees. \$8 per participant per month.
Distribution Fees: A reimbursement processing fee of \$5.00 for each claim processed manually or \$2.50 for each claim submitted online, up to an annual maximum of six claims shall be Not Applicable
Reimbursement Eligibility A Participant shall be eligible for reimbursement of medical expenses at the time selected below. Immediate Upon becoming 100% vested Upon Retirement or Separation of Service
Investment Selection Investment Provider: American United Life Insurance Company
Type of Investment: Fixed annuity only Variable annuities — Default Forfeiture Default Employer directed Participant directed; restrictions are: None 100% vested At Retirement Account balance in excess of \$ Other Other Funds limited (see attachment)



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers

FROM: Gregory Wade, City Manager

MEETING DATE: August 22, 2018

ORIGINATING DEPT: Engineering Department

SUBJECT: Report to Council: Emergency Storm Drain Repair in Plaza

Street at Acacia Avenue

BACKGROUND:

The City was notified of a sinkhole in Plaza Street at the intersection of Acacia Avenue. Public Works Staff placed temporary barricades to cordon off the sink hole area. After investigation by City Staff, including video inspection of the existing storm drains in Plaza and Acacia, the sinkhole was found to be caused by soil collapsing into a deteriorated corrugated metal storm drain pipe (CMP). At the time of writing this Staff Report, City Staff was investigating repair alternatives and costs.

Staff determined that an emergency exists due to the public safety hazard posed by the sink hole and potential roadway closure. A competitive solicitation for bids was considered, but the time required for the competitive bid process would expose the hazardous condition for an extended amount of time. Also, a bid scope of work could not be determined without performing an extensive exploratory excavation to determine the appropriate repairs and replacements. Consistent with SBMC Section 3.08.060 for Emergency Purchases and the California Public Contract Code, the repair will be made expeditiously and the cost shall be ratified by the City Council after the repairs are completed.

This Staff Report is to notify the City Council of the public safety hazard and the actions taken to perform the emergency storm drain repairs.

DISCUSSION:

As mentioned above, the sink hole was found in Plaza Street at the intersection of Acacia Avenue. The City found a 4-inch diameter hole in the asphalt pavement in an area that

COUNCIL ACTION:

was sunken lower than the adjacent pavement. A hollow cavity was found under the pavement. The City requested the services of Affordable Pipeline, under an existing asneeded contract, to perform video inspections of the existing storm drain. The video inspection found a 36-inch CMP in which the bottom of the pipe was badly deteriorated and adjacent soil was entering the pipe as it runs along Plaza Street. The damaged section of CMP is approximately 15 to 20-feet long with a smaller concrete pipe from Acacia Avenue connected to it. The CMP pipe extends past the smaller pipe about five feet to a dead end. This pipe formerly extended further east to Cedros Avenue, but it was abandoned as part of the railroad grade-separation project.

City Staff contacted Burtech Pipeline to discuss potential repair options and their availability to perform the repairs on a time and material basis. Burtech recently performed an emergency sewer repair at Fletcher Cove Park and replaced the sewer mains on Circle Drive and Driftwood Lane. The envisioned scope of work includes excavating the sinkhole, installing new storm drain pipe and a structure to connect the Acacia concrete pipe to the Plaza concrete pipe. The failed section of the existing 36-inch CMP would be removed, the remaining section of the CMP and entire cavity will be filled with self-leveling slurry material. The pavement and traffic striping would need to be replaced as well.

In accordance with SBMC Section 3.08.060, the City Manager may make emergency purchases, not to exceed \$25,000. The Public Contract Code (PCC) Section 22050 allows for emergency work "without giving notice for bids to let contracts." Pursuant to the PCC, the City Council had delegated authority to the City Manager to order the emergency services as part of Resolution No. 2008-091 (Attachment 1).

The City will enter into a City-prepared Public Works Agreement with Burtech, signed by the City Manager and City Attorney. Burtech shall provide an appropriate insurance certificate and has a valid City of Solana Beach business certificate.

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:

The cost to perform the repairs and replacements is not known at this time, but is estimated to be \$35,000. The Fiscal Year (FY) 2018/19 Adopted Budget appropriated \$25,000 for Storm Drain Improvements in the City CIP fund. After the work is complete and the final costs are known, Staff will report back to Council and recommend appropriating funds to pay for the cost of the repairs. There is sufficient funding in the City CIP fund to cover the estimated costs. SBMC Section 3.08.060, Emergency Purchases, states "Emergency purchases that exceed \$25,000...are required to be ratified by the city council at the soonest available regular city council meeting."

WORK PLAN:

N/A

OPTIONS:

- Receive report.
- Provide direction or feedback.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council receive the report and ratify the emergency storm drain repairs.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.

Gregory Wade, City Manager

Attachment:

1. Resolution 2008-091

RESOLUTION NO. 2008-091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY AGREEMENTS FOR EMERGENCY REPAIRS TO CITY INFRASTRUCTURE AND FACILITIES

WHEREAS, pursuant to the provisions of City of Solana Beach Municipal Code section 3.08.095, the City Council approves all agreements for services in an estimated amount of \$15,000 or more; and,

WHEREAS, the Public Contract Code section 220050 (b)(1) provides that the City Council may delegate to the City Manager the authority to enter into agreements for the purchase of services and supplies and take other action directly related to an emergency; and,

WHEREAS, such delegation of authority to the City Manager allows the City to respond to imminent threats to public and private property and mitigate potential damages to said property; and,

WHEREAS, the City Manager shall exercise the authority granted herein only after consultation with the City Attorney; and,

WHEREAS, all purchases of supplies, services and materials shall be by a written contract, approved as to form by the City Attorney, and shall reference this Resolution; and,

• WHEREAS, the term of any agreement entered into pursuant to this Resolution shall not exceed thirty (30) days; and,

WHEREAS, no agreement entered into pursuant to this Resolution shall be extended or amended unless the agreement and any extension or amendment is formally approved by the City Council; and,

WHEREAS, any action taken by the City Manager pursuant to the authority conferred in this Resolution shall be reviewed by the City Council in accordance with Public Contract Code section 22050 et seq.

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

- 1. The above recitals are true and correct.
- 2. The City Council authorizes the City Manager, subject to prior consultation with the City Attorney, to take corrective action, including entering into contracts for the purchase of supplies, materials, equipment and other necessary items directly related to an imminent threat to City owned, operated or maintained infrastructure, property and facilities.

- 3. The Council authorizes the City Manager to execute any and all agreements directly related to corrective action necessitated by the imminent threat to City owned infrastructure and facilities. Such agreements shall be approved as to form by the City Attorney prior to execution and shall not be extended or amended except as provided for in this Resolution.
- 4. In accordance with and as provided for in Public Contract Code section 22050 et seq. the City Manager shall report to the City Council on any action undertaken pursuant to the authority granted herein.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, held on the 9th day of July, 2008 by the following vote.

AYES:

Councilmembers - Roberts, Nichols, Campbell, Heebner, Kellejian

NOES:

Councilmembers - None

ABSENT:

Councilmembers - None

ABSTAIN:

Councilmembers - None

DAVID W. ROBERTS, Mayor

APPROVED AS TO FORM:

JOHANNA N. CANLAS, City Attorney

ANCELA IVEV City Clark



CERTIFICATION

SS.

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

I, ANGELA IVEY, City Clerk of the City of Solana Beach, California, DO HEREBY CERTIFY that the foregoing is a full, true and correct copy of **Resolution 2008-091** authorizing the City Manager to execute necessary agreements for Emergency Repairs to City Infrastructure and Facilities as duly passed and adopted at a Regular Solana Beach City Council meeting held on the 9th day of July 2008 and the original is on file in the City Clerk's Office.

ANGELA IVEY, CITY CLERK

Date of this Certification: 7-14-2005



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers

FROM: Gregory Wade, City Manager

MEETING DATE: August 22, 2018

ORIGINATING DEPT: Engineering Department

SUBJECT: Consideration of Resolution 2018-112 – Update on Lomas

Santa Fe Corridor Improvement Project – Phase II and Amendment to the Professional Services Agreement with

STC Traffic, Inc.

BACKGROUND:

The Lomas Santa Fe Corridor Improvement Project (the "Project") has been in the City's Work Plan for the past two fiscal years. Phase I of the Project was performed during Fiscal Year (FY) 2016/17 and included a community Walk Audit, identification of deficiencies, a community workshop, and a Council presentation. Phase II of the Project was identified in the City's 2017/18 Work Plan and included preparation of a feasibility analysis, development of design options, a community workshop and tonight's presentation to the City Council.

On September 27, 2017, Council approved a Professional Services Agreement (PSA) with STC Traffic, Inc. (STC) for the preparation of a corridor feasibility study and the preparation of conceptual design options for the Project.

This item is before the City Council to provide an update on the Project, seek direction for the next phase of the Project and for Council consideration of Resolution 2018-112 (Attachment 1), which would authorize the City Manager to amend the PSA with STC to increase the budget to cover the consultant's extra time required to complete the public outreach component of the project.

DISCUSSION:

After completion of Phase I, Staff and the consultant team reviewed all relevant information including corridor deficiencies identified and community concerns solicited

COUNCIL ACTION:	

during Phase I of the Project and developed conceptual design elements for all intersections and roadway segments along the entire corridor. The design team was particularly focused on design features that have been successfully implemented in the San Diego region and in Solana Beach as part of the Highway 101 and Stevens Ave streetscape projects. These design features include:

- Curb extensions to minimize the crossing distance for pedestrians at various intersections
- High-visibility continental pedestrian crossings at various intersections
- Raised medians of midpoint refuges for pedestrian crossings
- Buffered bike lanes on both sides of the road for the entire corridor
- Landscaped median islands where practical
- A neighborhood pocket park at the southwest corner of Stevens Avenue and Lomas Santa Fe Drive
- · Increased on-street parallel parking
- Revised striping for narrower travel lanes
- Roundabouts at various locations between the Las Banderas and Highland Drive segment only (optional design alternative)

The proposed Project design options were developed by professional traffic engineers, civil engineers and landscape architects based on their knowledge and experience of similar projects in our region.

Community Outreach

The City conducted a public workshop on May 24, 2018. Approximately 50 people participated including residents and interested individuals. During this workshop, the design team presented the results of the Phase II design options and received comments from the audience. A video simulation of traffic flow through the roundabout design alternative based on projected peak traffic volumes was also presented. A comment form was distributed at the workshop to solicit additional input, recommendations, comments, and questions in writing. After the public workshop, the entire presentation, design options and the comment form were placed on the City's website in order to allow additional comments to be submitted by members of the community.

Following the May 2018 workshop, a board member from the Lomas Santa Fe Country Club Villas requested a second meeting/workshop to learn about details of Phase II of the Project. This meeting was held on June 21, 2018. Approximately 25 residents participated in that meeting. During both of these community meetings, Staff emphasized that the project is at its preliminary stage and that a formal presentation would be made to the City Council on August 22, 2018 to seek Council's direction for the next phase of the Project. Staff encouraged the workshop and meeting participants to fill out the comment form and again announced that all project information, including the comment form, had been placed on the City's website. Staff informed the

community that comments submitted to the City by July 20, 2018 would be included in the information presented to the City Council at the August 22, 2018 City Council meeting. Due to overwhelming response from the community, particularly regarding the potential roundabout design alternative, this date was extended to July 27, 2018. Staff has also made clear, both via e-blast and on the City's website, that comments would still be accepted after the July 27, 2018 deadline, but those comments would not be reflected in the Staff Report presented to Council in August 2018. Comments received after the deadline will be summarized as part of the Blue Folder process.

A significant number of residents and interested parties participated in the community outreach component of both Phase I and Phase II of the Project by attending the corridor Walk Audit, the workshops and by submitting comments. Both the Walk Audit and the May 2018 workshop were publicized through the City's website, the City's e-blast system, Mayor's announcements during Council meetings and an announcement at the Solana Eastside Community Group (SECG) meeting. The June 2018 meeting with the Lomas Santa Fe Country Club Villas was arranged and publicized by a member of that homeowners group. Over 400 comments were received and all comments were shared with members of the design team. Attachment 2 is a matrix prepared by the design team representing the majority of the comments received during Phase II of the Project.

Active Transportation Grant Funding

Immediately after completion of Phase 1 of the Project, Staff prepared an application for SANDAG's Cycle 4 Active Transportation Grant program with assistance from the consultant team. The efforts previously spent on this Project placed our application in a very desirable position in this highly competitive process. The Project was one of many applications submitted by almost every agency in this region. After careful evaluation of the grant application and an oral interview conducted by SANDAG staff, the City's grant application was recommended for approval by the Grant evaluation panel in May 2018 for full funding. In July 2018, SANDAG Board of Directors approved an award of grant funds in the amount of \$616,000 for design of the Project. When the City's matching fund of \$68,450 is added, the total amount of the Project for Phase III is \$684,500. It is important to note that this grant funding may only be used towards Phase III of the Project. Should the City not move forward with this Project, the grant funds must be declined and SANDAG would select another project and award the grant funding to different agency.

Phase III

The next phase of the Project would include performing in-depth engineering analysis of the proposed design options and ultimately preparation of final engineering plans, specifications, and cost estimate (PS&E) for the entire corridor. It is important to note that the current grant funding would only provide for the design phase of this Project. No funding has been identified for the construction phase, however, Staff plans to seek grant funding as a primary source of construction funding.

Based on the direction received as part of this Staff Report, Staff will return to the City Council with a recommendation for a consultant contract for Phase III later this calendar year. This schedule will fit well with the timetable for grant funding as the Notice to Proceed from SANDAG is expected to be issued in November 2018.

CEQA COMPLIANCE STATEMENT:

Providing an update on the Project Study is not a project as defined by California Environmental Quality Act (CEQA). Proper environmental clearance will be obtained during the final design stage of any project that results from the Study.

FISCAL IMPACT:

The FY 2017/18 Adopted Budget appropriated \$65,000 for Phase II of the Corridor Study. The scope of work for Phase II of the Study was written to fit within the allocated budget. However, after the May 2018 public workshop, Staff received a large number of comments and emails from the residents and interested parties. In an effort to catalogue the comments for City Council's consideration, the consultant team spent additional time to read, review, evaluate and record every comment. There are sufficient funds in the FY 2018/19 Adopted Budget to cover the additional cost of \$2,500 associated with the extra time the consultant team spent on the comments. Staff is seeking approval from the Council of an amendment to the PSA with STC for this additional cost.

WORK PLAN:

This project is consistent with Item B.6 of the Community Character Priorities of the FY 2017/18 Work Plan.

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council:

 Consider adoption of Resolution 2018-112 authorizing the City Manager to execute an amendment to the Professional Services Agreement with STC Traffic, Inc., in the amount of \$2,500, to compensate STC for additional time spent on the public outreach portion of Phase II of the Lomas Santa Fe Corridor Improvement project. 2. Receive this Staff Report and public comments and provide input and direction to Staff as appropriate.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.

Gregory Wade, City Manager

Attachments:

- 1. Resolution 2018-112
- 2. Table of comments received

RESOLUTION NO. 2018-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH STC TRAFFIC, INC. IN THE AMOUNT OF \$2,500

WHEREAS, since the completion of the Interstate 5/Lomas Santa Fe Drive (LSF) freeway interchange, there have not been any substantial operational changes to the LSF corridor; and

WHEREAS, as part of the Comprehensive Active Transportation Strategies (CATS) study that was completed and brought before the City Council at the June 24, 2015 City Council meeting, there were several proposed improvements identified that would improve the LSF corridor for active transportation users such as pedestrians, bicyclists and those who use mass transit; and

WHEREAS, in November 2016, the City entered into a Professional Services Agreement (PSA) with STC Traffic, Inc. (STC) for the preparation of a corridor feasibility study for Lomas Santa Fe Drive; and

WHEREAS, the first phase of the Study started in November 2016 and was intended to provide an assessment of the existing conditions which consisted of base mapping, data collection, identification of deficiencies and identification of proposed solutions to the deficiencies; and

WHEREAS, the second phase of the Study started in September 2017 and was intended to receive community input and begin the preparation of preliminary engineering plans and cost estimates for any proposed improvements; and

WHEREAS, this is a multiphase project, with each phase designed to receive community input. The third phase of this project would involve preliminary and final design of the project and would include environmental analysis, traffic studies of any proposed alternatives, applying for regulatory permits required and applying for grants to help fund construction.

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

- 1. That the foregoing recitations are true and correct.
- 2. That the City Council authorizes the City Manager to execute an amendment to the Professional Services Agreement with STC Traffic, Inc., in the amount of

\$2,500, to compensate STC for additional time spent on the public outreach portion of Phase II of the Lomas Santa Fe Corridor Improvement project.

PASSED AND ADOPTED this 22nd day of August, 2018, at a regular meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers – NOES: Councilmembers – ABSENT: Councilmembers – ABSTAIN: Councilmembers –	
	DAVID A. ZITO, Mayor
APPROVED AS TO FORM:	ATTEST:
JOHANNA N. CANLAS, City Attorney	ANGELA IVEY, City Clerk

nts	Suggestion	roblems with • 305 Lomas Santa Fe: The center plant	ike lanes sland is too close to my driveway. Move	e track – good for 10′ to the east	ed cyclists and • The two street parking spaces on south side	hat they must of 305 Lomas Santa Fe blocks sight lines,	ikes. which is why it is red curbed	a Fe and Stevens		ol property. Do • Flashing lights at crosswalks, especially at
he Western Section Improvements	Negative	 Concern about potential problems with 	speed of electric bikes in bike lanes	 Don't like the separate bike track – good for 	kids but bad for experienced cyclists and	bad for drivers too given that they must	then share the lane with bikes.	 Intersection of Lomas Santa Fe and Stevens 	Avenue: do not construct pocket park on	southwest corner on school property. Do
Question 1: What are your thoughts about the V	Positive	• Like it.	• It holds great promise & I am especially	happy with the corner bulbouts and the	strong bike lane markings. I see more and	more bikes on the road, including electric	bikes. So thinking through the bike/car lane	delineations as thoroughly as you are is	paramount to its success.	Good ideas & plans

- not remove any of the mature pine trees on southwest corner on school property. Do this site. Do not disturb this site. No one will hang out there.
- Sidewalk extensions will only serve to back up traffic. It may slow down, but there will be more cars on the street at any given moment
- of emergency vehicles heavy through there I'd prefer no plants in the median because

Pocket park at Stevens Avenue – Good Idea

This all looks good

 Linear park is an improvement Like landscaped medians Lomas Santa Fe is so wide, everything you

can do in this space to landscape and

don't see cross walkers because of sun and

this would help.

Light by fire station good – often those

Pocket Park – great

Looks good

 Hate the so-called sculptures in the center of the road in front of the new Skyline school buildings

turn traffic and we cannot eliminate this

right turn lane.

Adding street parking is a bad idea someone is going to get hit crossing the street when they park and run across the street to the boys and girls club.

however if the cycletrack option is chosen

• I basically like all the ideas presented

narrow lanes will be appreciated

Diagonal Parking is unsafe when backing out, there is too much space for bicycle lanes – there is no enforcement for bicyclists would request the sharrows in the second

beautification are good and if the plan is

Improvements for efficiency and

Granados will increase ADTs for Nardos and Elimination of the left turn from S. similar to Highway 101's plan, it will be I like Alternative 1 for the Cedros

- This will be consistent with the Train Station Intersection of North Cedros / Lomas Santa extend the curb south into Lomas Santa Fe. curb to the east (into right turn lane). Only project. There are and will be a lot of right Fe: Do not delete right turn (ie turn west) Flashing lights at crosswalks, especially at Possibly include extra parking for library? with curb extension. Thus do not extend freeway ramps
- Intersection of North Cedros & Lomas Santa Fe on to the southbound Highway 101. The ength of the island on the plan is much too turning south (left turn) from Lomas Santa south Cedros. This is essential. The island pedestrians walking from train station to Fe: construct island at mid-crosswalk on preserve stacking distance for two lanes should be very small because need to west and east side of intersection for long.
- Use the same style of bus shelters &

intersection

great!

Question 1: What are your thoughts about the	e Western Section Improvements	
Positive	Negative	Suggestion
 Westside looks fine 	 Concern if the curbs are extended too far 	benches from Highway 101 up to Highland
• Fully support - safer for drivers, cycles and	into the intersection it might make the turn	Drive. Do not introduce other bus shelter &
pedestrians, reduce intersection wait times	on red unsafe to pedestrians	bench designs.
by keeping traffic flowing and reduce GHG		 I would like the 5-way intersection at
emissions.		Stevens addressed better; maybe make it a
		4-way or a roundabout?
		 Need refuge island like 101 at Cedros and at
		Nardo OR create refuge island at Cedros to
		be paid for by transportation developer or
		take property on north and south sides of
		LSF
		 Need warning light before intersection at
		Cedros similar to 101 and LSF for the
		pedestrian in crosswalk
		 Need N to S straight & E to W straight at
		Cedros
		 Identify things that can be done right now:
		 Repaint existing bicycle lanes that are
		faded
		- Adding buffers to bike lanes where
		there is plenty of pavement to work
		with
		- Narrow travel lanes and widen bike
		lanes where appropriate
		- Continental crosswalks where ever
		section are undergoing pavement work
		 Anything to do at N.101 / Lomas for cars
		wanting to turn right from N.101 onto LSF
		without having to be bogged down by bikes
		in the bike lane? Could the bikes move to
		the left to allow cars to safely turn?
	Transco.	 Would be great to have a guardrail along

Question 1: What are your thoughts about the Western Section Improvements	
Positive Negative	Suggestion
	the N. side of Lomas Santa Fe from Nardo to
	Stevens like we have on the south side
	I believe placing several roundabouts on the
	eastern portion is overkill. A roundabout at
	Highland will assist in moving traffic and
	having a split green signal on LSF at Las
	Banderos will improve the safety of
	pedestrian crossers.
	Remove the photo lights on Lomas Santa Fe
	and Solana Hills Drive it only adds to the
	congestion and does not prevent any
	accidents.

Question 2: What are your thoughts about the Eastern Section?	Eastern Section?	
Positive	Negative	Suggestion
 Love the roundabouts 	 Roundabouts are not a good idea. Even 	 Furnishings: Santa Helena to Highland:
Looks OK	with your "study" of "maximum" traffic,	why big stones? Much better to put in
• Love the 12' multiuse path; I live on the	they will serve to back up traffic at rush	small benches. No one would enjoy sitting
west side, but we need this on the east.	hour.	on a stone, and for those who need to sit
I love the roundabouts, north trail and	 No roundabouts! Too much traffic from 	and rest, give benches.
landscaping elements as proposed. I could	Highland to the 5. All those cars from	 Please address actual traffic markers on
tell the rooms reaction was very mixed, but	Rancho Santa Fe going east & west need all	website and the fact that the lights there
I think roundabouts are essential to traffic	4 lanes on the eastern portion of Lomas SF.	are synced and show how the simulation
calming and throughput in peak travel	The alternative would be better.	uses actual traffic numbers. That may help
times.	 No roundabouts – there are enough 	convince the nay sayers (regarding
• Love the simulation, BTW – it convinced me	measures	roundabouts)
• I like them both because they will 1)slow	 I hate the idea of roundabouts. There are 	 Need pedestrian counts. May be spending
traffic, 2) make pedestrians more visible, 3)	no houses along the street, so I don't see	too much money if not widely used (trail).
make safer for bikes, 4) beautify the area.	why we need traffic calming in that area.	Perhaps do survey of residents.
• Like: roundabouts & new trail with access	The traffic cops are frequently there, which	I would like to see a combination (of both
to Lomas Santa Fe. Should be wide enough	does a lot to keep cars at the speed limit.	alternatives). I really like the wide median
for kids on bikes.	My house (on Via Mil Cumbres) has a slope	in the roundabout photos. I feel the lights
 Highland roundabout – great! 	that touches on LSF Drive, and during rush	back up the traffic so the roundabouts
Mil Cumbres – justifiable mainly for traffic	hour especially the traffic would be terrible	wont really be an impact.
calming	if there was only one lane. The noise and	 Curb extensions need to be painted a really
 Multiuse path sounds great. 	carbon monoxide emissions by my house	noticeable color at least for early days.
 Roundabouts are interesting & will slightly 	would increase due to backed up traffic.	 Instead of roundabout (at Mil Cumbres) —
slow down traffic speed	The lanes are wide and pleasure to drive on	install well marked (flashes) pedestrian
• I like it.	now. Why make it more difficult and more	only crossing with posted speed limit
• Like roundabouts subject to costs.	annoying? It would take away from the	 Roundabout at Santa Helena would be nice
• I hope that the split timing at Via Mil	beauty and ease of living where I do. Please	if flow is manageable
Cumbrest/Las Banderas will greatly reduce	don't make LSF Drive narrower.	 Make retaining wall deeper into the cliff
the number of close calls between cars	 If a fire engine or ambulance is going up 	at/near Santa Helena to provide a right
turning left from Las Banderas onto Lomas	Lomas Santa Fe and there are cars in the	turn lane going east to west. The right turn
Santa Fe and pedestrians crossing on the	roundabout, there looks like there is no	lane that serves as a right turn lane plus
west crosswalk	room to pull over, since it is one lane, which	freeway is unneeded congestion point.
 Roundabouts will make my cycling more 	of course would slow the rescue vehicle.	 Please do not make one lane each way a

	Question 2: What are your thoughts about the Eastern Section?	Eastern Section?	
1004(EE)	Positive	Negative	Suggestion
	enjoyable,but am concerned about how	 We need 4 lanes on East LMSF Drive. We 	share bike lane. I think it would encour
	much of a backup will result with	do not need 4 roundabouts added. This will	road rage. Also the number f bikes
	westbound traffic between Highland and	only redirect traffic to side residential	compared to the number of cars is
	Via Mil Cumbres. My feeling is that the	streets such as: Santa Helena, Santa	miniscule. Why should we bow to the
	traffic will flow at a steady pace with the	Victoria & Highland.	bikers?
	roundabouts.	• This will never he a hit walking area because	• Simulation needs to show one lane sec

- This will never be a bit walking area because of the hill and the fact that there are more interesting walking areas. beautiful wide thoroughfare through Solana
- While I am a walker and bicyclist I am angered that you are not considering vehicle traffic: commuter issues

Beach. Bikers and some pedestrians use it.

• I like the striping option. LSF Drive is the

problematic. The main reasons: traffic jams during rush hours (likely exacerbated when pedestrians need to cross streets), vehicles from consideration. The idea of reducing roundabout option should be eliminated will attempt to avoid congestion on LSF. LSF from four lanes to two is extremely As a resident of the east side I feel the

Roundabouts sound great - no need to stop

at every intersection, safety is enhanced,

fuel efficiency is improved.

advantages and explain traffic calming vs

congestion.

Need big public outreach to educate to Roundabouts – good idea. Thank you!

Like multi-use path with retaining wall east

of freeway

Like pedestrian path along SDGE easement

Roundabouts are a good idea. Appreciate

ramps for less skilled bike riders and

children.

trucks. Do not narrow the lanes these trucks direction – large trucks use the road- cars must be able to pass these slow moving The road must have two lanes in each need wide lanes.

Added paths from neighborhoods and along

east Lomas Santa Fe will encourage walking

 Roundabouts will help cars turning left get out faster by actually going right initially to

& biking for recreation

wider if possible!

- dangerous especially at night with all the This is the most stupid project I've ever heard of. Overall this project is very drunk drivers.
- Too many roundabouts only needed at Las consider Las Banderas at present but the traffic lights are the biggest obstacle to Banderas and Highland. Plan does not

efficiently because of the flow. No stopping

unless another car is in the circle,

I think the roundabout option is safer,

enter LSF.

slower traffic and move traffic more

- urage
- Simulation needs to show one lane section and two lane sections more clearly to help nay sayers envision what is being suggested
- workshop and for Council (ahead of that) Have more detail on ROW before next
- Some combination of striping and 2 or less roundabouts would probably work to slow mentioned at the meeting was only a little the traffic sufficiently. The average speed above the 40 mph speed limit.
- How about putting a traffic signal at Lomas I'd love to see landscaped median strips on did in from of the shopping center, even the entire east stretch of LSF just as you Santa Fe & Highland, this would help!
- on the north side between the two crosswalk/traffic signal at Camino Consider a thorough study of the de las Villas. No access to homes destinations before proceeding number of walkers and their ends of Via Mil Cumbres with the pedestrian
 - Perhaps a stop sign on Sun Valley halfway through

Question 2: What are your thoughts about the Eastern Section?	Eastern Section?	
Positive	Negative	Suggestion
• I LOVE the roundabout option. I believe it	traffic movement.	 There are only 2 outlets to the shopping
will create slower average speeds	 There is little traffic entering LSF at the 	center on Lomas Santa Fe, got stuck in the
- I loved the landscaping ideas	three three-way intersections between Las	intersection.
presented and the Class I path on the	Banderas and Highland that it seems	 Sidewalks should be improved
east-side. Currently the only reason	impossible to justify the expense of	
to walk from Highland to Fletcher	roundabouts however I can see that a	
Cove is to say "I walked 2 miles." It is	roundabout might help improve the flow of	
ugly and uninspiring. With the	traffic at Highland.	
proposed path and the roundabout	 I don't like reducing lanes and roundabouts 	
option where the roadway will have	because this is used as a quick way to get up	
some curvature at the roundabout	the hill and there are no houses along it	
constrictions, I imagine this will be a	with concerns of driveways, cars, dogs,	
nice place to walk and my wife might	people. If you slow this down from 40 mph	
include it more regularly in the long	to 15 mph then people will take Santa	
walks she takes nearly daily.	Helena instead which has all of these	
	concerns. People who want to walk/bike	
	from Highland to Hwy 5 safely should take	
Name of the Control o	Santa Helena instead	
	 Any change in lanes or roundabout options 	
	would make it more difficult to move along	
	in either direction since traffic seems to be	
	increasing each year.	
	 Roundabout option may inadvertently 	
	create less safe traffic conditions. Vehicles	
	exiting I-5 to head easy would be able to	
	see any backup on the hill where the	
	roundabout option goes from two to one	
**************************************	lane or any slowdown due to the volume of	
	traffic overloading the four ganged	
	roundabouts. Seeing those conditions	
	vehicles can take three alternative routes	
The state of the s	through residential neighborhoods: Santa	The state of the s

Question 2: What are your thoughts about the Eastern Section?	Eastern Section?	
Positive	Negative	Suggestion
	Helena, Las Banderas Drive or Via Mil	
	Cumbres. Roundabout option seems	
	expensive especially where it appears	
	retaining walls are being constructed on the	
	north side to accommodate the	
	roundabouts. The visualizations don't seem	
	to reflect the volume of traffic at the peak	
	times. If they are based on traffic counts	
	they should be taken again by a different	
and of Management	method or company. In each video I see a	
	truck, I don't see a particularly big truck that	
	representation is not what I observed. I'm	
	also surprised by the three different styles	
	of streetscape seating proposed, one type	
	should be chosen throughout the project.	
	 Many cars will try to use Sun Valley to 	
	bypass roundabouts	
	 Retain as many lanes as possible for traffic 	
	flow. Lomas is a highway and should remain	
	one.	
	 Fixing something that isn't broken? 	
	Radical solution	
	 Four roundabouts seems excessive 	
	 Single lane merging into roundabouts is a 	
	bad idea – traffic will divert to Highland and	
	onto residential side streets.	
	 Single lane roundabouts will create a bottle 	
	neck and will push traffic to neighboring	
	streets	
	 Older drivers are concerned about 	
- Annual -	navigating roundabouts	Principles A

Question 3: Any additional thoughts, comment	its or recommendations	
Positive	Negative	Suggestion
• Generally like the plan. Remember people	 I own 3 properties on the east side & have 	 Would like to see a traffic study without
drive cars who live here. Need to keep	no heard any thing about this issue. Have	and with the roundabouts
bikes in safe bike lanes.	you even contacted any of the HOA's?	Bicyclists going west under freeway: some
I like the roundabouts	 By taking short cuts through adjacent 	warning signs would help warn when
This presentation is typical in its	neighborhood streets, fire trucks,	coming from dark underpass into bright
thoroughness and public spirited proposal.	paramedics, and sherrif deputies will take	sun to slow down and look left for cars
Thank you yet again for putting the best	longer to reach of east side home. I'm	turning right to enter freeway
interest of our community firstl	disappointed the lane reduction has	 Rios: Add right turn when left arrow is on
Great project, thanks for all your work	resurrected	(eliminate the no right on red when arrow
Appreciate your hard work and well thought	•	is on)
out design.		 Consider switching parking on LSF at
 Hard work done, hard work ahead! 		Boys/Girls Club to south side of LSF to
 The new strategy at Nardo is going to be 		allow for more parking for B/G Club
safer for all.		 Check Caltrans for bike striping at 5-east of
• I'm very big on education, and the general		freeway heading west
public is often so generally uninformed		 Please study the school drop off times
about innovative ideas that planners and		closely and adjust the traffic signal
staff spend hundreds to thousands (I'm		accordingly
sure) hours thinking about and preparing. I		 Do cost/benefit analysis for all changes.
hate to see that much effort wiped out by a		Please see my letter to the City, Mo
few, strong and arguably understandable		Sammak has it.
objections due to the objector being		 Stick with paint/signage & the new walking
uninformed. It would help sell new ideas if		pathway. Say no to more and newer
some small educational component be		concrete.
presented prior to throwing a cycle track or		 The more landscape the better! Add as
a roundabout up in a public meeting.		much green as possible.
• Making the drive "feel" like a beautiful		• I still would LOVE to see the Class I path
street rather than a highway would slow		continue as far west as possible. My main
traffic and enhance the driver experience		reason is for Safe Routes to School, where
and encourage more pedestrians.		the majority of kids walking, biking,
Why only 4 roundabouts? You left out Coast		scootering to school use the north-side
Hwy and lets not forget Stevens, the school	· · · · · · · · · · · · · · · · · · ·	sidewalks west of I-5 traveling in both

Question 3: Any additional thoughts, comment:	nts or recommendations
	Negative Suggestion
kids will love it! The big benefit could be	directions; their attempt to "pretend" they
lower property values which will make	have a multi-use path on much too narrow
Solana Beach more affordable for everyone.	sidewalks with plantings. I would also
This is a win-win, I cant wait, when do we	support, to continue the Class I path under
break ground?	l-5 to widen the sidewalk all the way to the
Please the City will modify the signal at Las	freeway pillars to extend the Class I path
Benderas by eliminating the "Yield to	under the freeway, with coordination from
oncoming traffic" sign and installing a	Caltrans. That would give the youth and
red/green control	the cyclists who want protection (this
	would really be an official cycletrack for
	the section between on-ramps) to have a
	comfortable cycling/walking experience.
	Sidewalks on both sides of LSF would be
	good. A walkway under the powerlines
	connecting LSF with Via Mil Cumbres
	would not be good unless you decrease
	the grade significantly.
	Roundabouts on either immediate side of
	the freeway, coordination with Caltrans
	would be required
	Most importantly for Country Club Villa
	residents I would like to urge you to
	include turn out/merge lanes at the 3-way
	intersections whether you do landscaping
	or not
	Consider installing medians on Las
	Banderas
	I think taking a four lane major street and
	making it just two lanes is a bad idea.
	No private property should be used for this
	project
Transmission Available Ava	There seems to be a feeding frenzy

Question 3: Any additional thoughts, comment	ts or recommendations	
Positive	Negative	Suggestion
		centered around certainty regarding
		what a terrible idea this is. Perhaps
		some sort of calm, cool, collected
		discussion would be helpful. I don't
		know if I could contribute to that, but
		I'd be willing to give it a try.
		 Curious to know annual increases in
		maintenance costs for street striping,
		medians, roundabouts, pocket parks etc
		 Suggestion: an additional right turn lane
		dedicated to Santa Helena bound traffic. It
		would save time and fuel, and eliminate
		unnecessary vehicle emissions. 2. If #1 is
		not implemented, the existing right turn
		lane should be much longer. Currently the
		backed up right-turn traffic sometimes
		blocks a primary travel lane on Lomas.
		Through traffic does not make full use of
		green-light time because the backed-up
		right-turn traffic is slow remove itself from
		the travel lane.
		 Lights under underpass to make safer for
		bicyclists to see debris

Emailed Comments Received:		
Positive	Negative	Suggestion
 I thought the presentations were quite good 	 I'm against roundabouts because they're 	 I understand that you want to make the
yesterday. A little education on	too small. I'm familiar with roundabouts	road nicer for pedestrians and bikers. So
roundabouts, showing your traffic volume	because I travel, those are successful	how about just putting in a nice sidewalk?
at peak hrs simulation upfront, that average	because they are larger. They will be more	Yes, bikers use the road everyday (we do
travel times can be reduced through a	of a hindrance than a help and lead to	have a bike lane), as do pedestrians, but it
corridor despite reduced maximum speed	frustrated drivers.	is the cars that have the biggest percentage
(only after engineering analysis of measured	 Leaving it the way it is, is a much better 	of use by far. Why are we kowtowing to the
traffic volume), explaining safety benefits:	option. Replacing the 4-way stop at Lomas	smallest groups to the detriment of the
slower speeds, 90% less fatalities, 76% less	and Highland could ease the flow during	largest group?
injuries, 35% less collisions, fewer conflict	busy periods but may encourage an	Repave, restripe, open 2 lanes each way
points, users only look "left", pedestrian	increase in traffic.	using middle section of the road to expand
refuges, etc. would help prior to throwing	 Do not slow down LSF. Consider paving all 	bike lanes and current usage – leave
up a picture of a roundabout.	the potholes east of the 5, cleaning the	sidewalks as is
• On behalf of the members of my HOA – the	road, and getting Caltrans to turn the lights	 Steep hills on east side
Lomas Santa Fe Country Club Villas -	on under the overpass. All dangerous but	 Traffic lights at the Highland intersection
excellent presentation and discussion about	not as dangerous as making Lomas a one	might provide a more suitable solution as
the City's proposal to install four	lane road.	the traffic lights can be programmed to
roundabouts on Lomas Santa Fe Drive	 Bike lanes are merely a suggestion rather 	accommodate heavy traffic times.
between Las Banderas and Highland Drives.	than a usable option for cyclists. If laws	 Installing east of IS RSF roundabouts that
	were created and enforced to require use	will push traffic off of RSF seems
	of bike lanes when available, restriping	inconsistent with COSB's goals to better
	might make sense.	manage traffic through neighborhoods – so
	 Concern over pedestrian safety in a 	there must be "another side".
	roundabout crossing instead of at a traffic	 A better and less expensive solution is
	signal	synchronization of signals and reduction of
T HANDERS THE PARTY OF THE PART	Approximate Administration (Approximate Approximate Ap	· · · · · · · · · · · · · · · · · · ·

Emailed Comments Received:		
Positive	Negative	Suggestion
 Bicycling should be encouraged, there are 	 Construction alone would be a headache, 	turn lane timing. Adding bot-dots perhaps
lots of families with kids that live here. Kids	the outcome worse.	50 linear feet long to the upper portion of
that can safely ride to school means less	 Inadequate notification – LSF functions well 	Lomas Santa Fe- as is done on Highland-
traffic during drop off/pick up hours.	for drivers according to the Public Works	would be far less costly than 2 constructing
Wholeheartedly support the corridor plans	Department – the City should not prioritize	roundabouts. Setting up radar surveillance
for the Lomas Santa Fe Eastern Section	bikers over the needs of people who need	more often is advised. If the east part of
roundabout option, striping, etc. The	to go to work, school, events etc. The	Lomas Santa Fe gets a reputation for being
proposals were thoroughly and	safety issues will increase by having more	a "speed trap" the speeding will be curtailed
professionally presented. The roundabouts	pedestrians/bicyclists using LSF to cross.	naturaliy
and striping should slow traffic, increase	 The sheriffs department has overblown the 	 Don't mind the idea of the city cutting into
safety, offer limited inconvenience to those	speeding problem	our hillside to make a nicer walking path
who travel that street, and hopefully add	 Concern over access – to/from homes and 	with landscaping. At the same time they
beauty and class to that stretch of roadway.	during emergencies (fire, earthquakes)	should maybe re-landscape the hillsides
We have no doubt that cyclists will yield in	 Does not improve traffic flow only slows it 	along the whole corridor. Also redo all the
the roundabouts or face certain collisions.		irrigation systems on the hillside's with
The presentation was outstanding and		recycled water like the condos have across
didn't deserve the criticism expressed by		the street and the golf course. The Recycled
quite a few. As I'm sure you already know,		water system is already on Lomas Santa Fe.
change of any kind is often met with		When we have droughts and they make us
undeserved skepticism.		cut back on watering those hillsides are the
 We would like to bring your attention to the 		first to get no irrigation
danger we face every day when crossing		 It is certainly a good idea to discourage
over to the San Dieguito Park at Highland.		speeding, and improve traffic flow;
We live on Loma Corta Drive in close		however, these are drastic, basically
proximity to the park. A close friend of ours		irreversible steps that should only be
was almost hit yesterday on the crossroad		considered after other measures are tried,
and their dog sustained injury to the back		such as better signage and enforcement,
leg by a speeding car! My husband and I		and perhaps warning of the \$600 cost of a
have both experienced several close calls		speeding ticket. A reconfiguration so drastic
both on foot and in our vehicles. We really	the contract	is bound to send frustrated drivers speeding

Emailed Comments Received:		
Positive	Negative	Suggestion
think it is time to add some flashing lights to		through our nearby neighborhood streets,
the crosswalk or even a roundabout to		especially endangering children and the
make traffic slow down and give priority to		elderly. It could also effect how quickly
pedestrians before someone is actually		police, fire personnel, and paramedics could
killed. Thank you in advance for giving your		get to us in emergencies, and how quickly
attention to this extremely important issue.		residents could evacuate if there were fires
		or an earthquake.
		 Not opposed to single lane roundabout at
		the east end of Via Mil Cumbres and LSF
		 Try one roundabout near the LSF Country
		Club Villas and see if it helps I feel there
		may be accidents at the other proposed
		sites due to heavy traffic
		 The right-turn lane at Santa Helena. There
		should to be another lane, so people
		headed for the I-5 ramp do not hold up
		people turning right onto Santa Helena.
		Yellow left turn arrows. Other communities
		save time, gas, and emissions by replacing
-		red turn arrows with yellow arrows (where
		it is safe to do so).
		 Have you considered reducing the speed
		limit on the east side to reflect the same
		speed as on the west (35 miles per hour).
		 Raised curb to separate bikes and cars
		 A hybrid plan with 1 roundabout at
		Highland
		 Leave street as is
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Emailed Comments Received:		
Positive	Negative	Suggestion
		 To address the concern that some east side
		residential neighborhoods have of the
		possibility that slowing traffic will increase
		"cut through" traffic to their neighborhoods
		could the City accommodate the residents
		with signage that would prohibit turns from
		Lomas Santa Fe into their neighborhoods
		during peak traffic times?
		 Concerns with cars not stopping at Highland
		 Sidewalks up Glencrest to the canyon for
		children's safety
The state of the s		

Emergency Responders' Comments

- 1-Turning Radius: Please make sure the curb pop outs and roundabouts are designed with proper turning radius for the City's fire engine. The curb pop-out at the northeast corner of LSF and El Viento/Nardo appears to be too tight and should be eliminated or adjusted. Fire apparatus shall have the ability to maneuver turn without going on the opposing lane (on-coming traffic).
- 2- Raised Median: The exact locations and limits of raised median should be closely coordinated with the emergency responders. They would like to be able to drive over/cross the median and drive in the opposite direction. Segments of raised median should be drivable, both on east and west side of I-5. The segment with wide median may be narrowed a little to accommodate bypass traffic.
- 3- Fire Hydrant: Please show the locations of existing fire hydrants. Additional Hydrants may be required. Allow 26 feet wide road for fire hydrant.
- 4- Response Time: Please provide calculations for difference between response time for the roundabout option in comparison with the existing condition or striping option. The response time study shall include all accumulative traffic calming devices to include reducing speed limits.
 - vehicles and large truck traffic. Fire apparatus shall have the ability to maneuver through the roundabout without mounting any curbs for daily 5- Roundabout: Make the inner circle of the Roundabouts a true mountable surface with minimum profile for ambulances and fire engines. Consider different pavement design and texture combined with a very low profile curb to separate the regular traffic from the emergency operations. True mountable surfaces shall be used during an emergency to maneuver around vehicles that are pulled over to the right.
- 6-Lights: Roundabouts should be designed with Safety lights.
- 7- Eliminate the 3rd roundabout from Highland.
- 8- Cross Gutter: Please provide smooth transition between the asphalt roadway connection to concrete
- cross gutter at all intersection. Specifically at northbound Nardo and LSF.



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers

FROM: Gregory Wade, City Manager

MEETING DATE: August 22, 2018

ORIGINATING DEPT: Community Development Department

SUBJECT: Public Hearing: Request for a DRP to Construct a New,

Single-Family Residence with a Detached Garage and Perform Associated Site Improvements at 850 Avocado

Place. (Case # 17-17-36 Applicant: Seaview FA, LLC;

APN: 298-292-25; Resolution No. 2018-113)

BACKGROUND:

The Applicant, Seaview FA, LLC, is requesting City Council approval of a Development Review Permit (DRP) to construct a new single-story, single-family residence with a detached garage and perform associated site improvements on a vacant lot. The 20,024 square-foot lot is located at 850 Avocado Place which was approved as Lot 6 of the Feather Acres Subdivision by the City Council in May of 2016. The lot is located within the Estate Residential (ER-2) Zone.

The project proposes grading in the amounts of 450 cubic yards of cut, 170 cubic yards of fill and 280 cubic yards of export in addition to the grading approved under the Feather Acres Subdivision (as reflected in the approving resolution 2016-044). Additional information regarding proposed grading is provided later in this report.

The maximum building height is proposed at 15 feet 11 inches above the pad height approved for Lot 6 under the Feather Acres Subdivision or 231.92 feet above mean sea level (MSL). The project requires a DRP for an aggregate grading quantity in excess of 100 cubic yards and because the total proposed floor area would exceed 60 percent of the maximum allowable floor area for the subject side. The project does not require a Structure Development Permit (SDP) because the proposed development does not exceed 16 feet in height above the existing grade as established by the Feather Acres Subdivision approval.

The issue before the Council is whether to approve, approve with conditions, or deny the Applicant's request as contained in Resolution 2018-113 (Attachment 1).

CITY COUNCIL ACTION:		

DISCUSSION:

The lot was created with the approval of the Feather Acres seven lot subdivision. The lot was originally identified as Lot 6 of the subdivision. Since then, however, addresses have been assigned to each of the lots and Lot 6 was assigned the address of 850 Avocado Place as shown in Attachment 2.

The property is rectangular in shape with 89-foot long east and west (front and rear) property lines and approximately 225 to 227-foot long north and south (side) property lines. The property is located in the southwest corner of the subdivision on the east side of Avocado Place. Grading approved as part of the Feather Acres Subdivision established specific pad elevations for each of the individual lots. The subject lot was graded to have two flat pads. The first flat pad located in the southwest corner of the lot was graded to an elevation of approximately 206 feet above MSL which is approximately 4 feet above the street elevation. At the center of the lot, the property slopes upward approximately ten feet to the main building pad at 216 feet above MSL. The east side of the lot slopes upward fourteen feet to the existing topography on the adjacent property to the east.

The property abuts other lots created by the subdivision to the north and east, a developed lot to the south and developed properties located across Avocado Place to the west. The Applicant proposes to construct a 4,276 square-foot, single-story residence, which includes a 632 square-foot covered and enclosed patio area and a 92 square-foot covered and enclosed entry that are included in the calculation of floor area. The Applicant is also proposing a detached 880 square foot two-car garage and storage area as well as associated site improvements including cut and fill grading, a pool and spa, hardscape, fencing and retaining walls, and landscaping. The project plans are provided in Attachment 3.

Table 1 (below) provides a comparison of the Solana Beach Municipal Code (SBMC) applicable zoning regulations with the Applicant's proposed design.

	LOT INFO	ORMATION		
Property Address:	850 Avocado Pl.	Zoning Designation	on: ER-2	(1-2 du/ac)
Lot Size (Net):	20,024 ft ²	# of Units Allowed		elling Unit, 1 ADU
Max. Allowable Floor Area:	7,504 ft ²	# of Units Reques		elling Unit
Proposed Floor Area:	4,756 ft ²	Setbacks:	Required	Proposed
Below Max. Floor Area by:	2,748ft ²	Front (E)	25 ft.	25 ft Garage
Max. Allowable Height:	25 ft.	` ′		90 ft - Residence
Max. Proposed Height:	15.92 ft.	Interior Side (N)	10 ft.	12 ft.
Highest Point/Ridge:	231.92 MSL	Interior Side (S)	10 ft.	13 ft.
-		Rear (W)	40 ft.	51 ft.

PROP	OSED PROJ	ECT INFORMATION
Floor Area Breakdown:		Required Permits:
Main Floor Living Area	3,552 ft ²	
Covered & Enclosed Patios	724 ft ²	DRP: A DRP is required for a structure that exceeds
Detached Garage	880 ft ²	60% of the maximum allowable floor area and for
Subtotal	5,156 ft ²	grading in excess of 100 cubic yards (aggregate)
Off-Street Parking Exemption - 400 ft ²		
Total Floor Area:	4,756 ft ²	
Proposed Grading: Cut: 450 yd3	Fill: 170 yd	Export: 280 yd ³
Proposed Parking: Detached 2-Car	Garage	Existing Development:
Proposed Fences and Walls: Yes		Vacant Lot Previously Graded Under the approved
Proposed Accessory Dwelling Uni		Feather Acres Subdivision
Proposed Accessory Structure: Ye	es	

Staff has prepared draft findings for approval of the project in the attached Resolution 2018-113 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 as each applies to the proposed project as well as references to recommended conditions of approval contained in Resolution 2018-113.

Development Review Permit Compliance (SBMC Section 17.68.40):

A DRP is required for the following reasons: 1) the total proposed floor area would exceed 60 percent of the maximum allowable floor area for the subject site; and 2) the proposal includes an aggregate grading quantity that exceeds 100 cubic yards of grading. The total floor area proposed is 4,756 square feet, which is 63 percent of the maximum allowable floor area for the subject lot. There would be 450 cubic yards of cut, 170 cubic yards of fill, and 280 cubic yards of export or an aggregate grading quantity of 900 cubic yards.

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 2018-113 provides the full discussion of the findings.

- 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 ER-2 Zone. The surrounding neighborhood consists of a mix of properties that are either vacant or developed one- and two-story single-family residences. Properties immediately to the north and east are other lots created by the Feather Acres Subdivision, in which the lot to the east has received City Council approval for a single-family residence and accessory dwelling and is currently under construction and the lot to the north is currently vacant. Properties to the south and directly across Avocado Place to the west are developed lots.

The project, as designed, is consistent with the permitted uses for the ER-2 Zone as described in SBMC Sections 17.20.010 and 17.12.020. The property is designated Estate Residential in the General Plan and intended for single-family residences developed at a maximum density of one to two 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 or Overlay Zone areas; however, it is located within the Coastal Zone. As a condition of project approval, the Applicant would be required to obtain a Coastal Development Permit, Waiver or

Exemption from the California Coastal Commission prior to the issuance of a Building Permit.

Building and Structure Placement:

The Applicant proposes to construct a new single-story, single-family residence with a detached two-car garage and perform associated improvements including grading, hardscaping, landscaping, and construction of a pool, spa, fences and walls.

Driveway access would be taken from the northwest portion of street frontage along Avocado Place. The lot would slope upward from Avocado Place approximately five feet from the west property line along Avocado Place to a detached garage, which would be oriented toward the north. The lot would then slope upward, in an easterly direction, from the garage an additional 8 feet to a single-story, single-family residence.

The Applicant is proposing a u-shaped house with a center courtyard that would include a covered patio with a deck above, swimming pool and spa. The deck above the covered patio would be accessed by a spiral staircase within the courtyard. The covered patio is included in the calculation of floor area because it is surrounded on three sides by full sized walls and covered.

The 3,552 square-foot residence would include the following features: an open dining and great room, kitchen, pantry, laundry room, office, three bedrooms, three and a half bathrooms, and a master suite. There would also be a 92 square foot covered and enclosed front entry that would be included as floor area and a 632 square foot covered and enclosed patio that would count toward the overall floor area, and an 880 square foot detached garage.

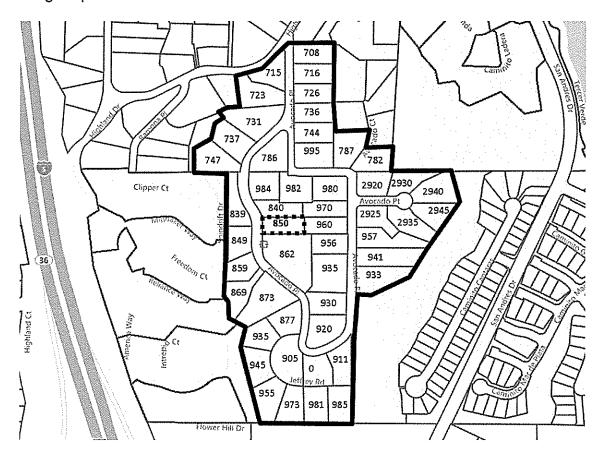
The SBMC parking regulations require two off-street parking spaces per single family residence. The Code indicates that when required spaces are provided in a garage, 200 square feet of floor area is exempted for each required space. The site is required to provide two parking spaces, therefore, the project is afforded a 400 square-foot exemption, and the total proposed floor area would be 4,756 square feet, which is 2,748 square feet below the maximum allowable floor area for the 20,024 square-foot lot. The maximum floor area calculation for this project is as follows:

0.60 for first 5,000 ft ²	3,000 ft ²
0.30 for 5,000 to 20,000 ft ²	4,500 ft ²
0.15 for anything over 20,000 ft ²	4 ft ²
Total Allowable Floor Area:	7,504 ft ²

The proposed project, as designed, meets the minimum required setbacks and is 2,748 square-feet below the maximum allowable floor area for the property.

Neighborhood Comparison:

Staff compared the proposed project to 49 other properties within the surrounding area. This area includes properties along both sides of Avocado Place as shown on the following map:



The properties evaluated in this comparison are located in the ER-2 Zone. The existing homes range in size from 2,116 square feet to 5,550 square feet, according to the County Assessor records. It should be noted that the County Assessor does not include the garage, covered patio 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 garage and the covered patio as follows:

Project Gross Building Area:	5,156 ft ²
Delete Covered & Enclosed Patio Area:	- 724 ft ²
Delete Attached Garage:	- 850 ft ²
Project Area for Comparison to Assessor's Data:	3,552 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.

Tab	le 2:					
#	Property Address	Lot Size in ft ² (GIS)	Existing ft ² Onsite (Assessor's)	Proposed / Recently Approved ft ²	Max. Allowable ft².	Zone
1	935 Jeffery Road	25,265	3,917		8,290	ER-2
2	945 Jeffery Road	28,750	4,275		8,813	ER-2
3	0 Jeffery Road	22,216	Vacant		7,832	ER-2
4	911 Avocado Place	23,958	2,986		8,094	ER-2
5	985 Avocado Place	26,136	5,550		8,420	ER-2
6	981 Jeffery Road	26,572	5,486		8,486	ER-2
7	905 Avocado Place	30,492	3,519		9,074	ER-2
8	955 Jeffery Road	30,492	3,417		9,074	ER-2
9	973 Jeffery Road	27,878	4,408		8,682	ER-2
10	930 Avocado Place	22,216	4,827		7,832	ER-2
11	920 Avocado Place	28,750	5,050		8,813	ER-2
12	956 Avocado Place	21,780	4,411		77,67	ER-2
13	873 Avocado Place	47,480	2,627		11,622	ER-2
14	869 Avocado Place	24,829	2,219		8,224	ER-2
15	859 Avocado Place	21,780	2,561		7,767	ER-2
16	849 Avocado Place	21,780	2,663		7,767	ER-2
17	839 Avocado Place	23,958	3,523		8,094	ER-2
18	986 Avocado Place	31,195	Vacant		9,179	ER-2
19	708 Avocado Place	21,780	2,795		7,767	ER-2
20	716 Avocado Place	21,780	2,182		7,767	ER-2
21	726 Avocado Place	21,780	2,422		7,767	ER-2
22	736 Avocado Place	21,780	2,875		7,767	ER-2
23	744 Avocado Place	21,780	2,572		7,767	ER-2
24	995 Avocado Place	28,750	2,952		8,813	ER-2
25	731 Avocado Place	39,204	2,408	5,112	10,381	ER-2
26	737 Avocado Place	27,878	2,954		8,682	ER-2
27	747 Avocado Place	30,056	3,910		9,008	ER-2
28	787 Avocado Pace	29,185	3,179		8,878	ER-2
29	782 Avocado Place	25,700	2,567		8,355	ER-2
30	723 Avocado Place	33,541	4,143		9,531	ER-2
31	715 Avocado Place	22,651	3,948		7,898	ER-2
32	*2920 Avocado Place	22,651	3,234			
33	*2945 Avocado Place	23,958	3,701			
34	*941 Avocado Place	34,412	4,131			
35	*2930 Avocado Place	21,780	3,234			
36	*2940 Avocado Place	30,492	3,701			
37	*2935 Avocado Place	27,007	4,131		·	
38	*2925 Avocado Place	22,651	3,234			
39	*957 Avocado Place	31,363	3,701			
40	*933 Avocado Place	33,541	4,463			
41	984 Avocado Place	23,939	Vacant		8,091	ER-2

Tab	le 2:				grow as the	
#	Property Address	Lot Size in ft ² (GIS)	Existing ft ² Onsite (Assessor's)	Proposed / Recently Approved ft ²	Max. Allowable ft ² .	Zone
42	982 Avocado Place	25,730	Vacant	3,895	8,360	ER-2
43	980 Avocado Place	24,269	2,256		8,140	ER-2
44	970 Avocado Place	20,069	Vacant		7,510	ER-2
45	960 Avocado Place	22,386	Vacant	4,375	7,858	ER-2
46	840 Avocado Place	20,084	Vacant		7,513	ER-2
47	850 Avocado Place	20,024	Vacant	3,552	7,804	ER-2
48	862 Avocado Place	60,984	Not Available		13,648	ER-2
49	934 Avocado Place	37,897	2,116		10,185	ER-2
50	877 Avocado Place	23,841	3,238		8,076	ER-2

^{*} These properties are located within the jurisdiction of the City of San Diego.

Fences, Walls and Retaining Walls:

Within the front yard setback area, SBMC Section 17.20.040(O) allows fences and walls, or any combination thereof, to be no higher than 42 inches in height as measured from existing grade, except for an additional two feet of fence that is at least 80% open to light. 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.

The Applicant proposes to construct retaining walls along the northern edge of the driveway, a portion of the southern property line, and a portion of the northern property line. The Applicant is also proposing a five foot high fence to surround the residence and yard area along the northern, southern, and eastern property lines. The fences and walls onsite have been measured from the existing grade or the grade approved under the Feather Acres Subdivision for the lot.

Currently, the plans show fences and walls that comply with the requirements of SBMC 17.20.040(O) and 17.60.070(C). If the Applicant decides to modify any of the proposed fences and walls or construct additional fences and walls on the project site, a condition of project approval indicates that they would be required to be in compliance with the Municipal Code.

Landscape:

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

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

Parking:

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. The Applicant is proposing to construct a detached, two-car garage and storage area accessed by a new driveway along the northwestern portion of the street frontage along the western property line abutting Avocado Place. 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. Two spaces are required, therefore, 400 square feet of garage area is exempt from the project's floor area calculation.

Grading:

As mentioned previously in this report, grading was approved and completed under the Feather Acres Subdivision to create specific building pads for each of the seven lots. A two-tier building pad was created for the subject property. The grading has been completed onsite for the subject property and a pad certification has been submitted to the Engineering Department in order to certify that the existing condition of the lot matches the grading and pad elevations approved under the subdivision.

The Applicant is proposing additional grading in the amounts of 450 cubic yards of cut, 170 cubic yards of fill and 280 cubic yards of export as part of this project. The lot was graded to have two flat pads as part of the Feather Acres Subdivision. The Applicant proposes to raise the height of the pad along the western portion of the lot approximately 2 feet from 206 feet above MSL to 208 feet above MSL. To the east of this pad, at the center of the lot, the topography will slope upwards approximately 8 feet to the main flat pad located along the eastern portion of the lot, which is proposed to remain at 216 feet above MSL as approved under the Feather Acres Subdivision.

Grading is also proposed to provide for stormwater detention areas located in the western and eastern portion of the property, the proposed driveway, and to provide exterior access to the proposed residence.

Lighting:

The project site is located within the City's Dark Sky Area which has specific lighting regulations to preserve the traditional semirural character of the area which includes low levels of nighttime illumination. These regulations prohibit the outside illumination for aesthetic or dramatic purposes of any building and/or surrounding landscape, including

environmentally sensitive habitat areas (public or private). 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; and that aesthetic -illumination of the proposed residence or landscaping is prohibited.

Usable Open Space:

The project consists of the construction of a new single-story, single-family residence with a detached garage on a vacant 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 Fee for developing a vacant lot.

Structure Development Permit Compliance:

The proposed structures would not exceed 16 feet in height above the existing grade as approved under the Feather Acres Subdivision; therefore, the Applicant is not required to obtain a Structure Development Permit. The project plans show the maximum structure height proposed at 15 feet 11 inches above the pad height approved for Lot 6 under the Feather Acres Subdivision or 231.92 feet above MSL. As a condition of approval, a height certificate prepared by a licensed land surveyor will be required prior to the framing inspection certifying that the maximum height of the proposed addition does not exceed 16 feet above the existing grade.

Public Hearing Notice:

Notice of the City Council Public Hearing for the project was published in the Union Tribune on August 9, 2018. The same public notice was mailed to property owners and occupants within 300 feet of the proposed project site on August 9, 2018. 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.

In conclusion, the proposed project, as conditioned, could be found to be consistent with the Zoning regulations and the General Plan.

CEQA COMPLIANCE STATEMENT:

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

FISCAL IMPACT: N/A

WORK PLAN: N/A

OPTIONS:

- Approve Staff recommendation adopting the attached Resolution 2018-113.
- Approve Staff recommendation subject to additional specific conditions necessary for the City Council to make all required findings for the approval of a DRP.
- Deny the project if all required findings for the DRP cannot be made.

DEPARTMENT RECOMMENDATION:

The proposed project 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. 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 2018-113 conditionally approving a DRP to construct a new single-level, single-family residence with a detached two-car garage and perform associated site improvements on a vacant lot at 850 Avocado Place, Solana Beach.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.

Gregory Wade, City Manager

Attachments:

- 1. Resolution 2018-113
- 2. Feather Acres Final Map
- 3. Project Plans

RESOLUTION NO. 2018-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A DEVELOPMENT REVIEW PERMIT FOR THE CONSTRUCTION OF A NEW SINGLE-STORY, SINGLE-FAMILY RESIDENCE WITH A DETACHED GARAGE AND PERFORM ASSOCIATED SITE IMPROVEMENTS ON A PROPERTY LOCATED AT 850 AVOCADO PLACE, SOLANA BEACH

APPLICANTS: Seaview FA, LLC CASE NO.: 17-17-36 DRP

WHEREAS, Seaview FA, LLC (hereinafter referred to as the "Applicant"), has submitted an application for a Development Review Permit (DRP) pursuant to Title 17 (Zoning) of the Solana Beach Municipal Code (SBMC); and

WHEREAS, the public hearing was conducted pursuant to the provisions of Solana Beach Municipal Code Section 17.72.030; and

WHEREAS, at the public hearing on August 22, 2018, the City Council received and considered evidence concerning the proposed application; and

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

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

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

- I. That the foregoing recitations are true and correct.
- II. That the request for a DRP to construct a new single-story, 4,276 square foot single-family residence with a detached 880 square foot garage and to perform associated site improvements on a vacant lot at 850 Avocado Place, Lot 6 of the Feather Acres Subdivision, 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 Estate Residential (ER-2) which allows for single-family residential development with a maximum density of 1-2 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 ER-2 Zone and cited by SBMC Section 17.020.030.

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

- II. The proposed development complies with the following development review criteria set forth in Solana Beach Municipal Code Section 17.68.040.F:
 - a. Relationship with Adjacent Land Uses: The development shall be designed in a manner compatible with and where feasible, complimentary to existing and potential development in the immediate vicinity of the project site. Site planning on the perimeter of the development shall give consideration to the protection of surrounding areas from potential adverse effects, as well as protection of the property from adverse surrounding influences.

The property is located within the ER-2 Zone. The surrounding neighborhood consists of a mix of properties that are either vacant or developed one- and two-story single-family residences. Properties immediately to the north and east are other lots created by the Feather Acres Subdivision, in which the lot to the east has received City Council approval for a single-family residence and accessory dwelling and is currently under construction and the lot to the north is currently vacant. Properties to the south and directly across Avocado Place to the west are developed lots.

The project, as designed, is consistent with the permitted uses for the ER-2 Zone as described in SBMC Sections 17.20.010 and 17.12.020. The property is designated Estate Residential in the General Plan and intended for single-family residences developed at a maximum density of one to two dwelling units per acre. The proposed development is found to be consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

The property is not located within any of the City's Specific Plan or Overlay Zone areas; however, it is located within the Coastal Zone. As a condition of project approval, the Applicant shall obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of a Building Permit.

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

The Applicant proposes to construct a new single-story, single-family residence with a detached two-car garage and perform associated improvements including grading, hardscaping, landscaping, and construction of a pool, spa, fences and walls.

Driveway access would be taken from the northwest portion of street frontage along Avocado Place. The lot would slope upward from Avocado Place approximately five feet from the east property line along Avocado Place to a detached garage, which would be oriented toward the north. The lot would then slope upward from the garage an additional 8 feet to a single-story, single-family residence.

The Applicant is proposing a u-shaped house with a center courtyard that would include a covered patio with a deck above, swimming pool and spa. The deck above the covered patio will be accessed by a spiral staircase within the courtyard. The covered patio is included in the calculation of floor area because it is surrounded on three sides by full sized walls and covered.

The 3,552 square-foot residence will include the following features: an open dining and great room, kitchen, pantry, laundry room, office, three bedrooms, three and a half bathrooms, and a master suite. There would also be a 92 square foot covered and enclosed front entry that would be

included as floor area and a 632 square foot covered and enclosed patio that would count toward the overall floor area, and an 880 square foot detached garage.

The SBMC parking regulations require two off-street parking spaces per single family residence. The Code indicates that when required spaces are provided in a garage, 200 square feet of floor area is exempted for each required space. The site is required to provide two parking spaces, therefore, the project is afforded a 400 square-foot exemption, and the total proposed floor area would be 4,756 square feet, which is 2,748 square feet below the maximum allowable floor area for the 20,024 square-foot lot. The maximum floor area calculation for this project is as follows:

0.60 for first 5,000 ft ²	3,000 ft ²
0.30 for 5,000 to 20,000 ft ²	4,500 ft ²
0.15 for anything over 20,000 ft ²	4 ft ²
Total Allowable Floor Area:	7,504 ft ²

The proposed project, as designed, meets the minimum required setbacks and is 2,748 square-feet below the maximum allowable floor area for the property.

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

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

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

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. The Applicant is proposing to construct a detached, two-car garage and storage area accessed by a new driveway along the northwestern portion of the street frontage along the western property line abutting Avocado Place. 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. Two spaces are required, 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.

Grading was approved and completed under the Feather Acres Subdivision to create specific building pads for each of the seven lots. A two-tier building pad was created for the subject property. The grading has been completed onsite for the subject property and a pad certification has been submitted to the Engineering Department in order to certify that the existing condition of the lot matches the grading and pad elevations approved under the subdivision.

The Applicant is proposing additional grading in the amounts of 450 cubic yards of cut, 170 cubic yards of fill and 280 cubic yards of export as part of this project. The lot was graded to have two flat pads as part of the Feather Acres Subdivision. The Applicant will raise the height of the pad along the western portion of the lot approximately 2 feet from 206 feet above MSL to 208 feet above MSL. To the east of this pad, at the center of the lot, the topography will slope upwards approximately 8 feet

to the main flat pad located along the eastern portion of the lot, which will remain at 216 feet above MSL as approved under the Feather Acres Subdivision.

Grading is also proposed to provide for stormwater detention areas located in the western and eastern portion of the property, the proposed driveway, and to provide exterior access to the proposed residence.

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).

The project site is located within the City's Dark Sky Area which has specific lighting regulations to preserve the traditional semirural character of the area which includes low levels of nighttime illumination. These regulations prohibit the outside illumination for aesthetic or dramatic purposes of any building and/or surrounding landscape, including environmentally sensitive habitat areas (public or private). 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; and that aesthetic -illumination of the proposed residence or landscaping is prohibited.

g. Usable Open Space: Recreational facilities proposed within required usable open space shall be located and designed to maintain essential open space values.

The project consists of the construction of a new single-story, single-family residence with a detached garage on a vacant 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 Fee for developing a vacant lot.

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 Applicant obtaining the required permit or approval from the other agency.

The Applicant is required to obtain approval from the California Coastal Commission prior to issuance of Building Permits.

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 Fees, as established by SBMC Section 17.72.020 and Resolution 1987-36.
 - II. The Applicant shall pay the required Park Fee, Regional Transportation Congestion Impact Fee (RTCIP) and Transportation Impact Fee (TIF) for the development of a vacant lot prior to building permit issuance.
 - III. Building Permit plans must be in substantial conformance with the architectural plans as proposed and presented to the City Council on August 22, 2018, and located in the project file with a submittal date of August 7, 2018.
 - IV. Prior to requesting a framing inspection, the Applicant shall submit a height certification, signed by a licensed land surveyor, certifying that the building does not exceed 16 feet in height from pre-existing grade.
 - V. 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).
 - VI. 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.

- VII. The Applicant shall provide a full Landscape Documentation Package in compliance with SBMC Chapter 17.56 prior to building permit issuance, which will be reviewed and inspected by the City's third party landscape professional.
- VIII. 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.
- IX. All new exterior lighting fixtures shall be in conformance with the Citywide 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.
- X. Due to the property's location within the Dark Sky Area, the outside illumination for aesthetic or dramatic purposes of any building or surrounding landscape, including environmentally sensitive habitat areas (public or private) is prohibited.
- XI. The Applicant shall record a deed restriction on the lot to the satisfaction of the City Attorney that restricts the second story deck and any future second story decks to the following restrictions: No item of personal property (including but not limited to umbrellas, shade structures, furniture, potted trees or other vegetation growing on the roof, privacy screens, storage facilities, equipment, materials, or other things) and no structure shall be permanently placed, installed, constructed, maintained, or stored on the second story deck if such personal property or structure exceeds the building roof height unless the Applicant applies and receives approval by City Council for the structure. Notwithstanding the foregoing, free-standing moveable market umbrella(s) may be temporarily placed on the deck to provide shade when the deck is occupied.

B. Fire Department Conditions:

- I. HARDENING OF THE STRUCTURE USING FIRE RESISTIVE CONSTRUCTION: Structure shall meet all wildland/urban interface standards to the satisfaction of the Fire Department. Structures shall comply with current California Building Code Chapter 7A.
- II. AUTOMATIC FIRE SPRINKLER SYSTEM: All areas shall be protected. This condition to include attics, bathrooms, storage areas, crawlspaces, closets, covered porches and similar areas normally exempted in NFPA 13D.

- III. 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.
 - a. Fire Access roads (Avocado PI) shall improve to 20ft of width with no parking on the side of the road unless 8ft wide (minimum) parking areas are provided.
- IV. GRADE: The gradient for a fire apparatus access roadway shall not exceed 20.0%. Grades exceeding 15.0% (incline or decline) shall not be permitted without mitigation. Minimal mitigation shall be a surface of Portland cement concrete, with a deep broom finish perpendicular to the entire direction of travel. Additional mitigation measures may be required where deemed appropriate. The angle of departure and angle of approach of a fire access roadway shall not exceed seven degrees (12 percent).
- V. RESPONSE MAPS: Any new development, which necessitates updating of emergency response maps by virtue of new structures, hydrants, roadways or similar features, shall be required to provide map updates in one of the following formats (AutoCad DWG, DXF, ESRI shapefile, ESRI personal geodatabase, or XML format) and shall be charged a reasonable fee for updating all response maps.
- VI. POSTING OR STRIPING ROADWAYS "NO PARKING FIRE LANE": Fire Department access roadways, when required, shall be properly identified as per Solana Beach Fire Department standards. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.
- VII. 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.
- VIII. ADDRESS NUMBERS: STREET NUMBERS: Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and

legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: 4" high with a ½" inch stroke width for residential buildings, 8" high with a ½" stroke for commercial and multi-family residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear access doors, building corners, and entrances to commercial centers.

IX. 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. Obtain an Encroachment Permit in accordance with Chapter 11.20 of the SBMC, prior to the construction of any improvements within the public right-of-way including, but not limited to, the demolition and construction of surface improvements. All proposed improvements within the public right-of-way shall comply with City standards including but not limited to the Off-Street Parking Design Manual.
- II. 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.
- III. 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.
- IV. This development shall be assessed a Traffic Impact Fee consistent with the City Council approved ordinance prior to Building Permit Issuance.

Grading:

- V. Prior to issuance of the Grading Permit for this development, the Grading Permit SBGR-321 (Feather Acres) shall be completed to the satisfaction of the City Engineer and As-Built plans shall be submitted to the City of Solana Beach.
- VI. Obtain a Grading Permit in accordance with Chapter 15.40 of the Solana Beach Municipal Code. Conditions prior to the issuance of a Grading Permit shall include, but not be limited to the following:
 - a. The Grading Plan shall be prepared by a Registered Civil Engineer and approved by the City Engineer. On-site grading

- design and construction shall be in accordance with Chapter 15.40 of the Solana Beach Municipal Code.
- b. A Soils Report shall be prepared by a Registered Soils Engineer and approved by the City Engineer. All necessary measures shall be taken and implemented to assure slope stability, erosion control and soil integrity. The grading plan shall incorporate all recommendations contained in the soils report.
- c. Provide a Drainage Report prepared by a Registered Civil Engineer. This report shall address the design for a detention basin and corresponding outflow system to ensure the rate of runoff for the proposed development is at or below that of existing condition. A detention basin easement will be required over the proposed basin site. All recommendations of this report shall be incorporated into the Preliminary Grading Plan.
- d. An easement shall be recorded for maintenance of the detention basins by the property owner(s) in perpetuity, prior to the occupancy of this project.
- e. All retaining walls and drainage structures shall be shown. Retaining walls shown on the grading plan shall conform to the San Diego Regional Standards or be designed by a licensed civil engineer. Engineering calculations for all designed walls with a surcharge and nonstandard walls shall be submitted at grading plan check. Retaining walls may not exceed the allowable height within the property line setback as determined by the City of Solana Beach Municipal Code. Contact the Community Development Department for further information.
- f. The Applicant is responsible to protect the adjacent properties during construction. If any grading or other types of construction are anticipated beyond the property lines, the applicant shall obtain a written permission from the adjoining property owners for incidental grading or construction that may occur and submit the letter to the City Engineer prior to the anticipated work.
- g. Pay grading plan check fee in accordance with the current Engineering Fee Schedule at initial grading plan submittal. Inspection fees shall be paid prior to issuance of the grading permit.
- h. Obtain and submit grading security in a form prescribed by the City Engineer.

- i. Obtain haul permit for import / export of soil. The Applicant shall transport all excavated material to a legal disposal site.
- j. Submit certification from the Engineer of Record and the Soils Engineer that all public or private drainage facilities and finished grades are functioning and are installed in accordance with the approved plans. This shall be accomplished by the Engineer of record incorporating as-built conditions on the Mylar grading plans and obtaining signatures of the Engineer of Record and the Soils Engineer certifying the as-built conditions.
- k. An Erosion Prevention and Sediment Control Plan shall be prepared. Best management practices shall be developed and implemented to manage storm water and non-storm water discharges from the site at all times during excavation and grading activities. Erosion prevention shall be emphasized as the most important measure for keeping sediment on site during excavation and grading activities. Sediment controls shall be used as a supplement to erosion prevention for keeping sediment on site.
- I. 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. No increased cross lot drainage shall be allowed.

Sewer:

- VII. The Applicant shall pay in full the one-time sewer capacity/connection fees of \$4500.00 per Equivalent Dwelling Unit (EDU). The EDU assignment is determined by SBMC 14.08.060.
 - a. Pay in full the prorated portion of the current annual sewer charge for the remainder of the fiscal year.
 - b. The Applicant shall record a document holding the City of Solana Beach harmless in case of a sanitary sewer backup

due to a blockage in the public sewer main; a backflow prevention device shall be installed on private property.

X. ENFORCEMENT

Pursuant to SBMC 17.72.120(B) failure to satisfy any and all of the abovementioned 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.

XI. 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.

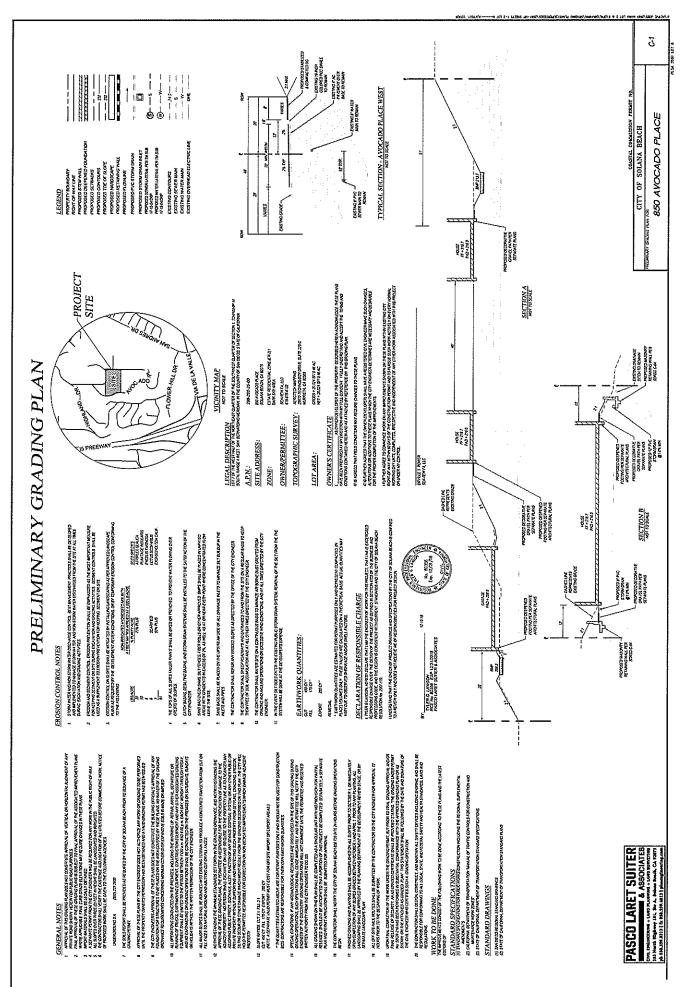
XII. INDEMNIFICATION AGREEMENT

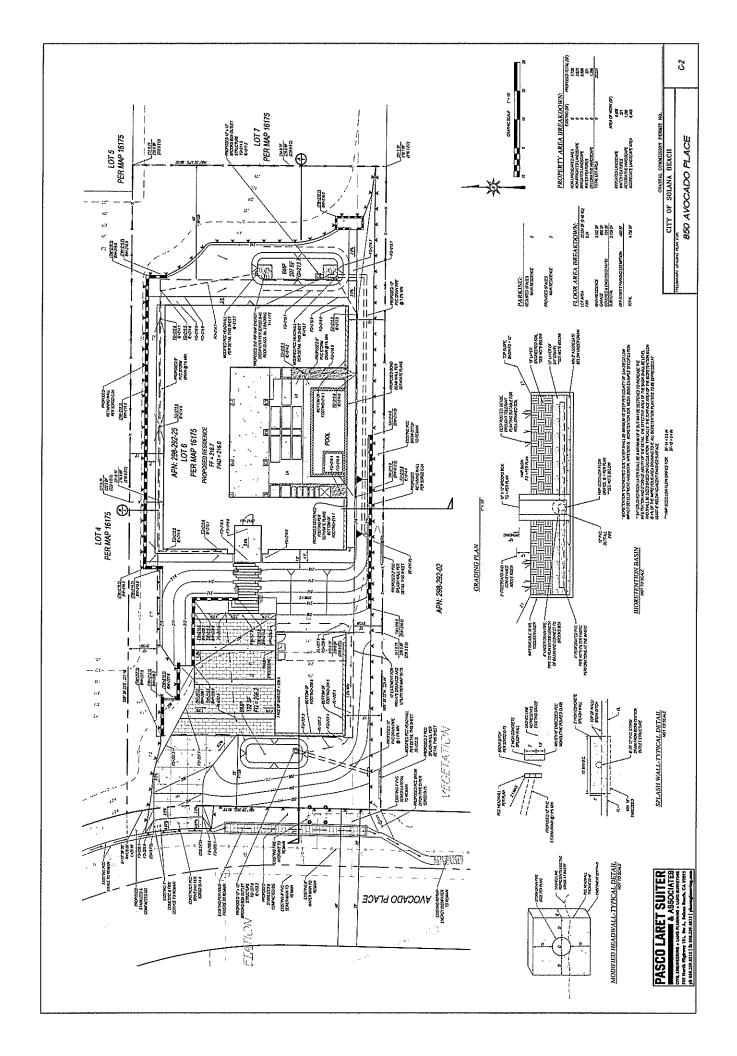
The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

NOTICE TO APPLICANTS: Pursuant to Government Code Section 66020, you are hereby notified that the 90-day period to protest the imposition of the fees, dedications, reservations or other exactions described in this resolution commences on the effective date of this resolution. To protest the imposition of any fee, dedications, reservations or other exactions described in this resolution you must comply with the provisions of Government Code Section 66020. Generally the resolution is effective upon expiration of the tenth day following the date of adoption of this resolution, unless the resolution is appealed or called for review as provided in the Solana Beach Zoning Ordinance.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, held on the 22nd day of August, 2018, by the following vote:

AYES:	Councilmembers –	
NOES:	Councilmembers –	
ABSENT:	Councilmembers –	
ABSTAIN:	Councilmembers –	
		DAVID ZITO, MAYOR
APPROVED AS TO	O FORM:	ATTEST:
JOHANNA N. CAN	ILAS, City Attorney	ANGELA IVEY, City Clerk







SHEET INDEX

- A-I FAR DIAGRAM
- MAIN RESIDENCE PLAN
- MAIN RESIDENCE ROOF PLAN
- MAIN RESIDENCE ELEVATIONS MAIN RESIDENCE ELEVATIONS
 - MAIN RESIDENCE ELEVATIONS
- DETACHED GARAGE PLANS DETACHED GARAGE ELEVATIONS
- SITE SECTIONS
- FIRE MITIGATION EXHIBIT
 - PERSPECTIVES

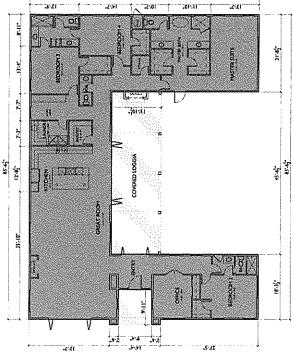
FEATHER ACRES LOT 6 JUNE 5, 2018

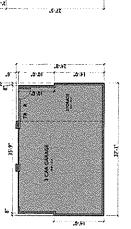
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TITLE SHEET

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LOT AREA A U.SU (PIRST S.MU SP.)	3,000 SF	LOI AKEA	20,024 SF (.46 AC)
LOT AREA X 0.30 (5,001 SF TO 20,000 SF)	4,500 SF	MAIN RESIDENCE	3552 SF
LOT AREA X 0.15 (GREATER THAN 20,000 SF)	4 SF	COVERED & ENCLOSED PATIO	724 SF
MAX ALLOWABLE SF	7,504 SF	GARAGE	880 SF
		SUBTOTAL	5156 SF
		OFF-STREET PARKING EXEMPTION	-400 SF
		TOTAL	4756 SF





AREA INLCUDED TOWARD FAR

LEGEND

ADDITIONAL AREA INLCUDED TOWARD FAR

SOLANA BEACH

FEATHER ACRES LOT 6

JUNE 5, 2018 SCALE



5256 S. Mission Road, Ste 404 Bonsall, CA 92003 760.724.1198

FAR DIAGRAM

NOTE: ALL DIMENSIONS MEASURED FROM EXTERIOR WALL SURFACE

5256 S. Mission Road, Ste 404 Bonsall, CA 92003 760,724,1198

A-2

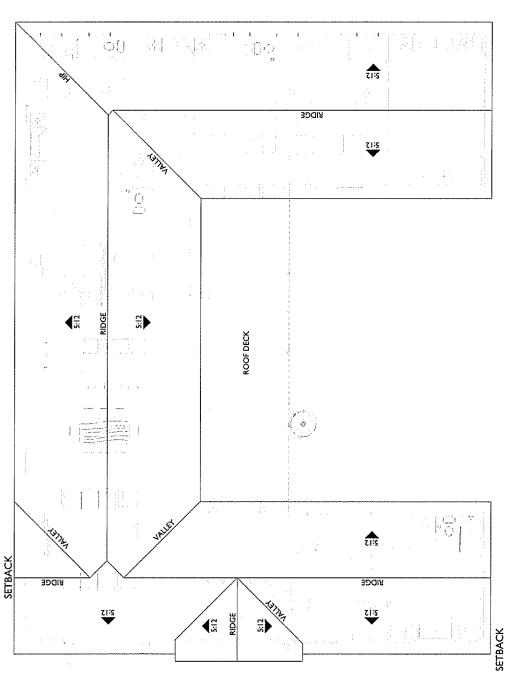
FEATHER ACRES LOT 6

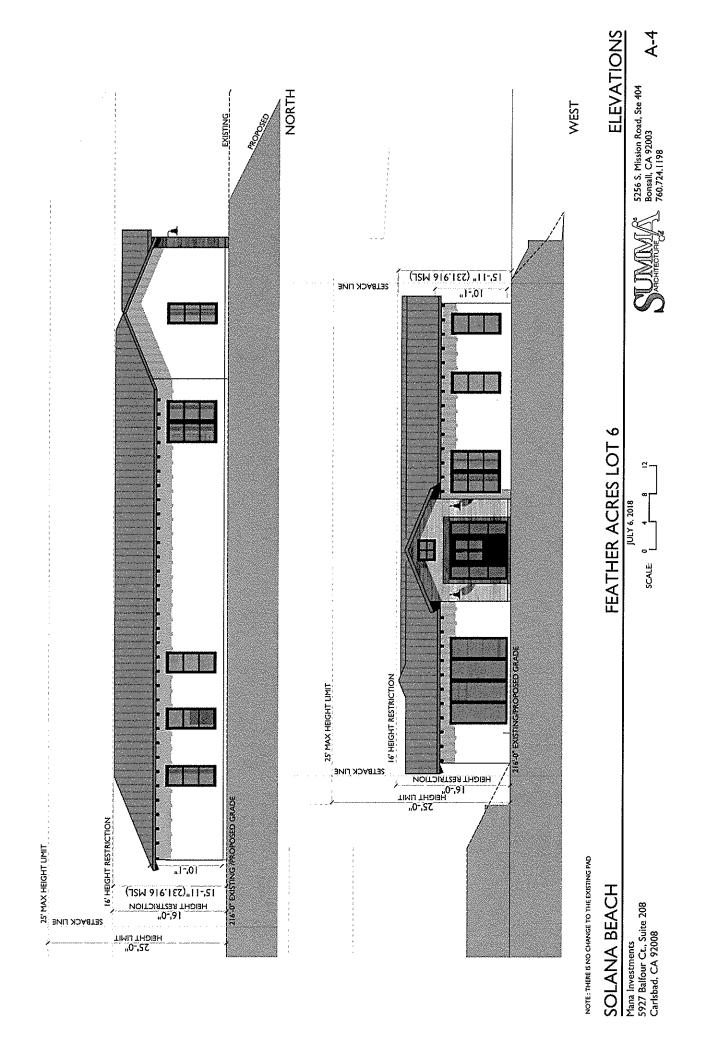
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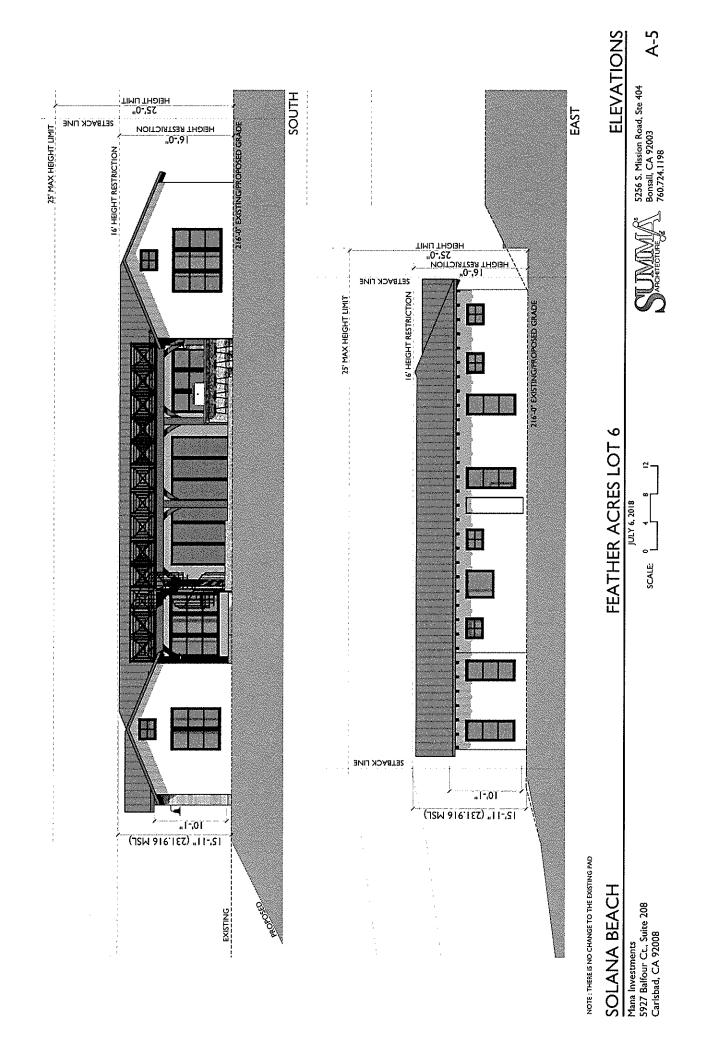


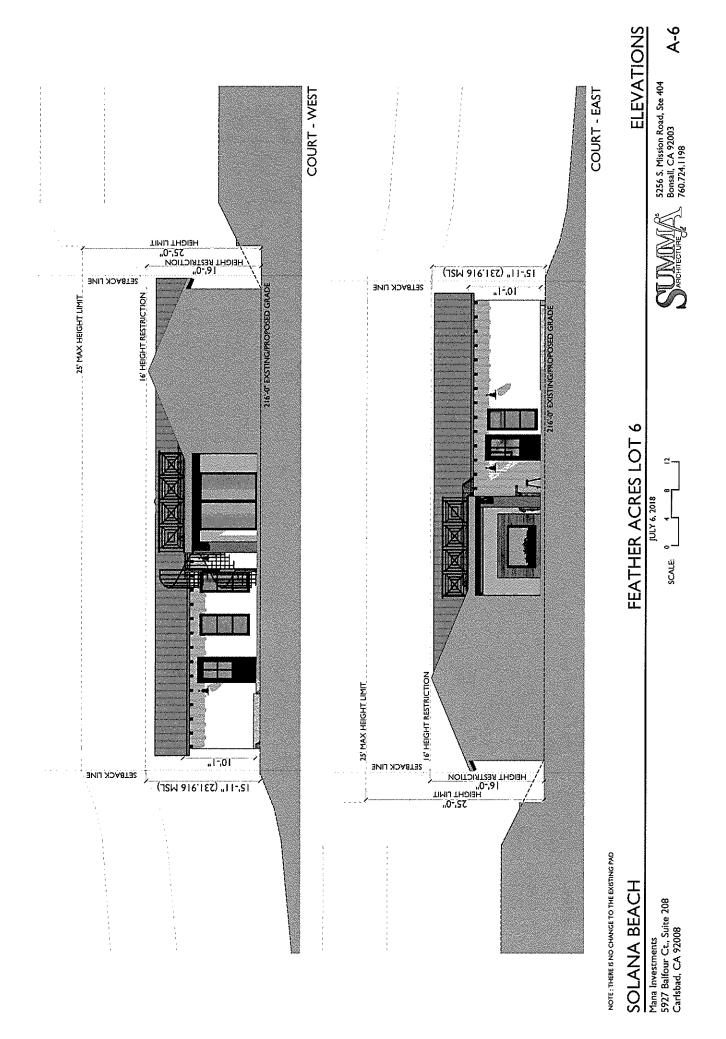
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SETBACK









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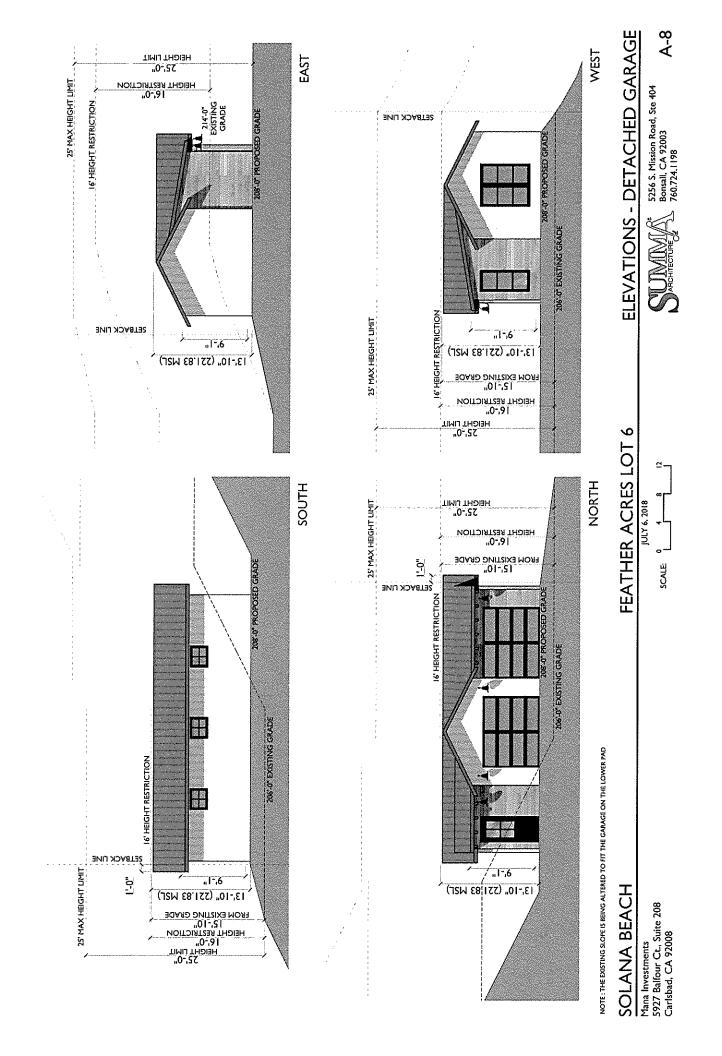
FLOOR PLAN - DETACHED GARAGE

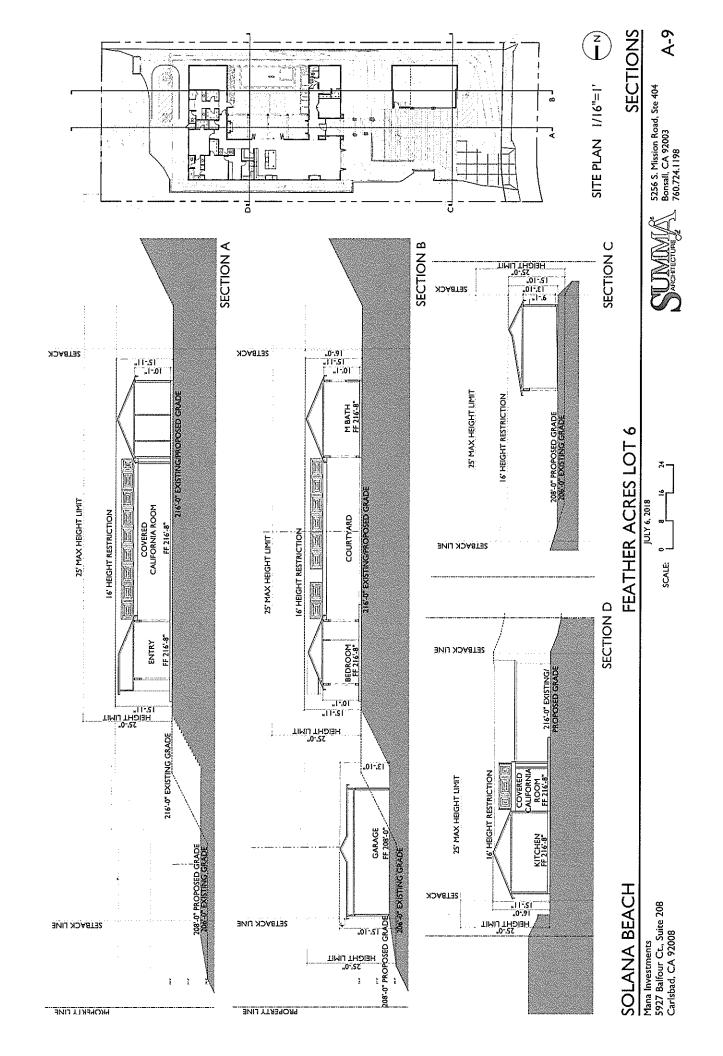


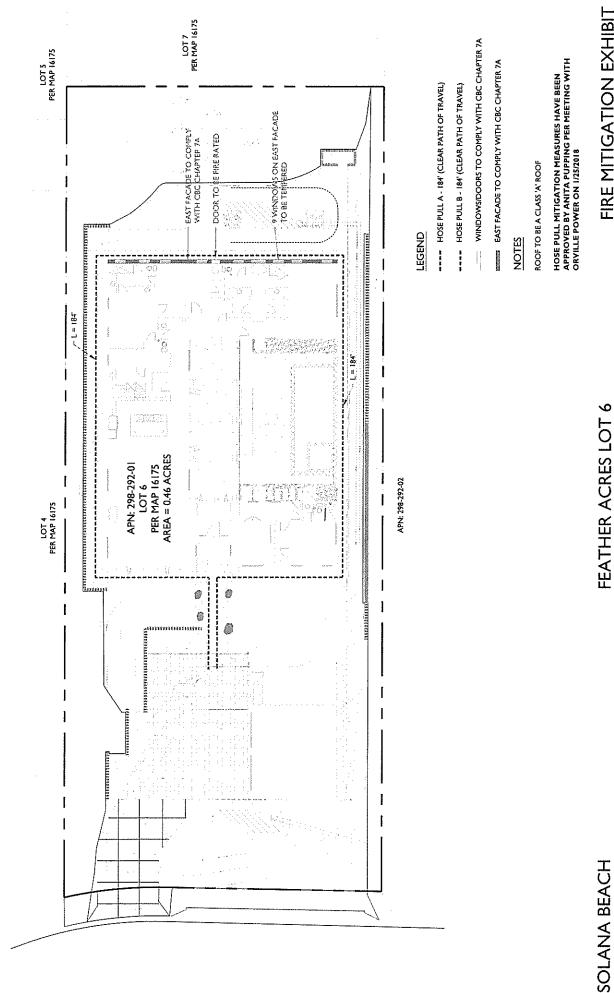


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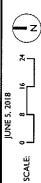




SOLANA BEACH

Mana Investments 5927 Balfour Ct., Suite 208 Carisbad, CA 92008

JUNE 5, 2018





5256 S. Mission Road, Ste 404 Bonsall, CA 92003 760.724.1198

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FEATHER ACRES LOT 6 JUNES, 2018

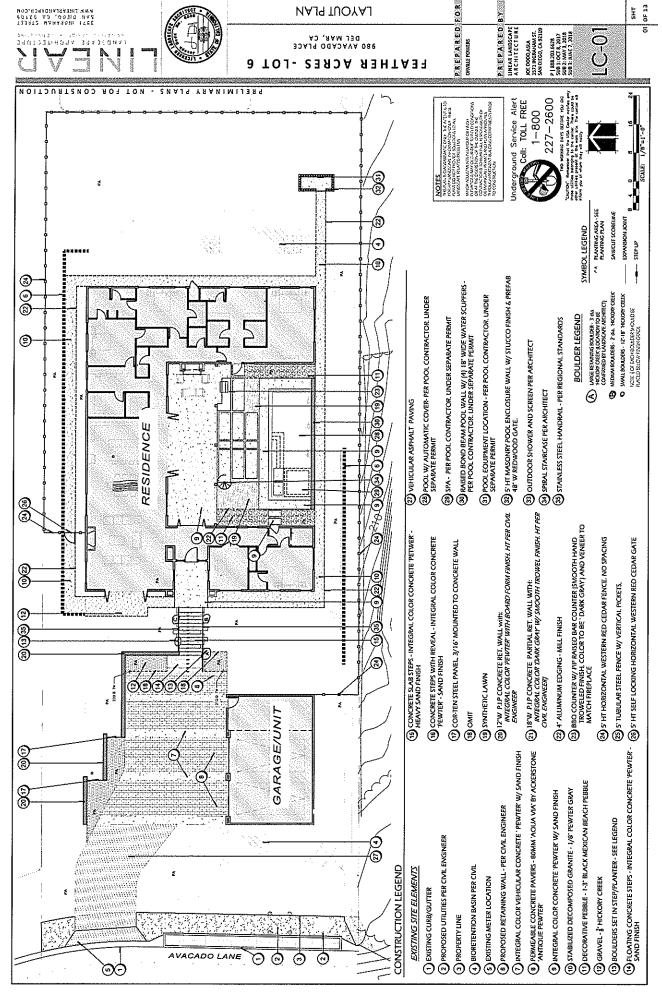
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SOLANA BEACH
Mana Investments
5927 Balfour Ct., Suite 208
Carlsbad, CA 92008



PERSPECTIVES

5256 S. Mission Road, Ste 404 Bonsall, CA 92003 760.724.1198



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980 AVACADO PLACE DEL MAR, CA

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THIS PLAN IS DIAGRAMMATIC ONLY. THE INTENT IS TO POPITRAY LUMBSCAPE INFORMATION ONLY. THESE PLANS DO NOT PROVIDE SOLUTIONS TO ALL LANDSCAPE RELATED PROSIEDS.

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FEATHER ACRES - LOT 6

PREPARED FOR

PREPARED BY LINEAR LANDSCAPE ARCHITECTURE

JOE DODD,ASIA 3571 INGRAHAN ST. SAN DIEGO, CA 92109

P | 828.203,6628 SUB 1: OCT 8, 2017 SUB 2: MAY 3, 2018 SUB 3: MAY 3, 2018

PRELIMINARY PLANS - NOT FOR CONSTRUCTION

GRADING & DRAINAGE NOTES

1. CONTRACTOR TO PROVIDE A BASIC SURVEY OF ELEVATIONS TO ENSURE THAT ALL GRADING AND CONSTRUCTION MAY PROCEED AS PLANNED.

I. BEFORE START OF ANY EXCONATION OR TRENCHING IN LOCATION ON PROJECT SITE. CONTRACTOR SHALL VERIEV LOCATIONS OF ALL.
WINDERGROUND UTLITIES. CONTRACT INDERGROUND SERVICE ALERY FOR LOCATION OF REPORT OF WAY UTLITIES AT TABLE AND PROSPERIY OWNER FOR ON SITE UTLITIES AT A MAINTAIN A OF WORKING HOUSE PRIOR TO UTLITIES THAT OF ANY EXCANATION LOCATED.
UTLITIES HAVE BEEN LOCATED.

2. CONTRACTOR ANDOR OWNER BULDER IS TO BEAR FULL RESPONSIBILITY FOR OBTAINING ALL PERMITS AND PLAN APPROVALS THROUGH THE PERTINENT BUILDING DEPT. FOR THIS PROJECT.

2. IN ADDITION, CONTRACTOR TO PROVIDE FILL SOIL MATERIAL AS NEEDED TO FILL IN AROUND HARDSADER AND IN ORDER TO FILL IN UNEVEN TERRAIN, SWALES, IF ARANDORED, AND LOW AREAS.

3. CONTRACTOR TO PROVIDE OWNER WITH APPROXIMATE COST ESTIMATE OF FILL REQUIRED TO ACHIEVE SMOOTH AND EVEN GRADES THROUGHOUT PROJECT AREA.

4. CONTRACTOR TO REMOVE ALL DEBRIS ROCK, AND COBBLE FROM SITE UNLES OTHERWISE SPECIFIED.

5. CONTRACTOR TO DEMO AND REMOVE ALL CONCRETE UNLESS CONCRETE IS INDICATED TO REMAIN (PER PLAN)

6. NOTE. LANDSDAPE CONTRACTOR TO WARRANTY ALL WORK IN THE FIELD RELATED GRADING AND DRAINAGE FOR A PERIOD OF ONE YEAR AFTER FINAL PAYKENT BY CLIENT.

7. SLABS, WALKS, AND PATIOS WILL HAVE POSITIVE SURFACE DRAINAGE SO NO PUDDIJNG OF WATER WILL OCCUR (MIN 1% SLOPE)

8. LAWNS AND PLAVTER BEDS WILL HAVE POSITIVE SURFACE DRAINAGE SO NO PUDDLING OF WATER WILL OCCUR (MIN 2% SLOPE)

12. LAWNS AND PLANTER BEDS TO RECEIVE SILT LOAM TO DEPTH INDICATED ON PLANS AND/OR TO MEET FINISH GRADING REQUIREMENTS.

13. RAISED CONCRETE PATIOS AND SLABS TO RECEIVE D.G. FILL MATERIAL COMPACTED TO A RELATIVE FACTOR OF 90%

14. CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES PIPES AND STRUCTURES. CONTRACTOR SHALL TAKE SOE RESPONSIBILITY FOR COST INCURRED DUE TO DAMAGE AND REPLACEMENT OF SAID UTILITIES.

5. CONTRACTOR TO INSPECT SITE PROIOR TO START OF CONSTRUCTION AND VERBY SEAL SPECUL CONDITIONS WHICH MIGHT INVOLVE ADDED COST, I.E. STITE PREP. DEMOLITION, HALLING COST, ETC. PROVIDE OWNER WITH WRITTEN ESTIMATE OF ALL ANTICIPATED COSTS.

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. 3. CONTRACTOR SHALL ADHERE TO ALL PREVAILING BUILDING CODES, ZONING REQUIREMENTS AND SETBACKS RELATED TO THE PROJECT.

6. CONTRACTOR TO VERIFY ALL PROPERTY LIMES, EASEMENTS, AND SETBACKS IN THE FIELD PRIOR TO INSTALLATION OF WORK...

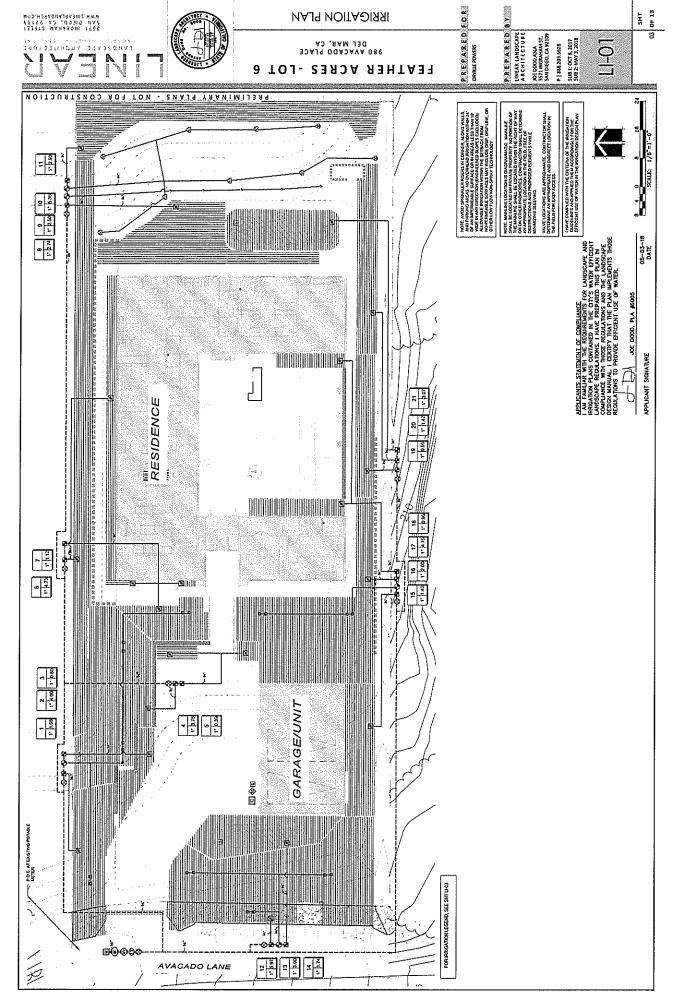
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9. PROVIDE CURB CORES PER PLAN, IF REQUIRED.

10. RETAINING WALLS ABOVE 3 COURSES (WITH SURCHARGE) TO INCLUDE A FREICH DEAIN SYSTEM WHICH CONFORMS TO SAN DIEGO COUNTY SPECIFICATIONS

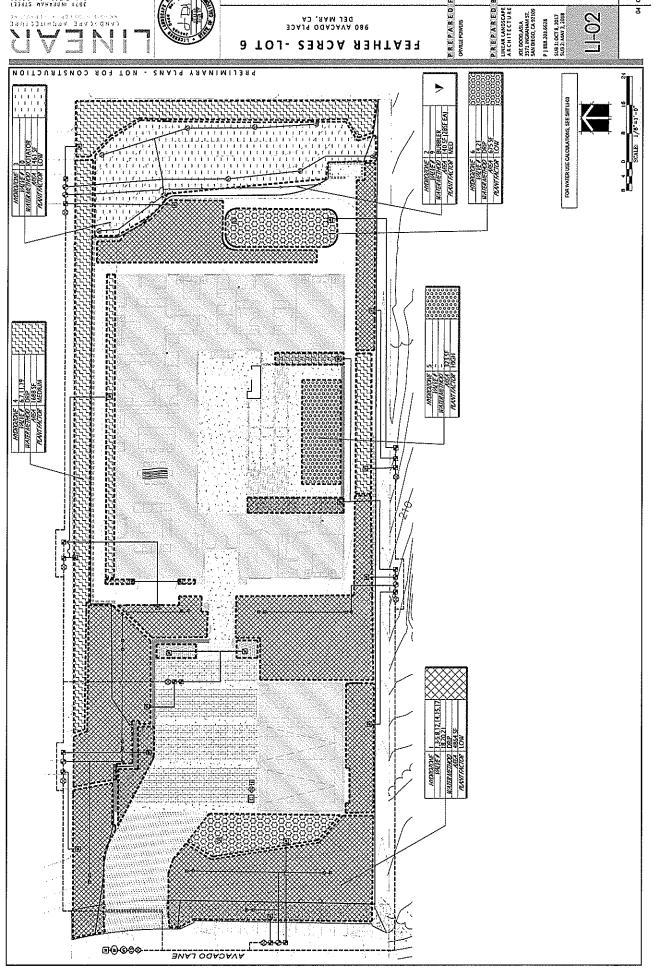
11, FINISH GRADES OF PLANTER BEDS AND LAWNS TO BE APPROXIMATELY 112* BELOW FINISH GRADE OF ADJACENT CONCRETE WALKS AND PATIOS.

SHT 0F 13



IRRIGATION PLAN

WWW. INSEASON CONTROL
SHT 0F 13



HYDROZONE PLAN

980 AVACADO PLACE DEL MAR, CA

3571 NOSEARU STEEE SAN PINCEANOABEU,COM WWW LINESARIOABEU,COM

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P.R.E.P.A.R.E.D. B.Y. UNEAR LANDSCAPE

JOE DODD, ASIA 3571 INGRAHAM ST. SAN DIEGO, CA 92109 P 828.203.6628

SUB 1: OCT 8, 2017 SUB 2: MAY 3, 2018

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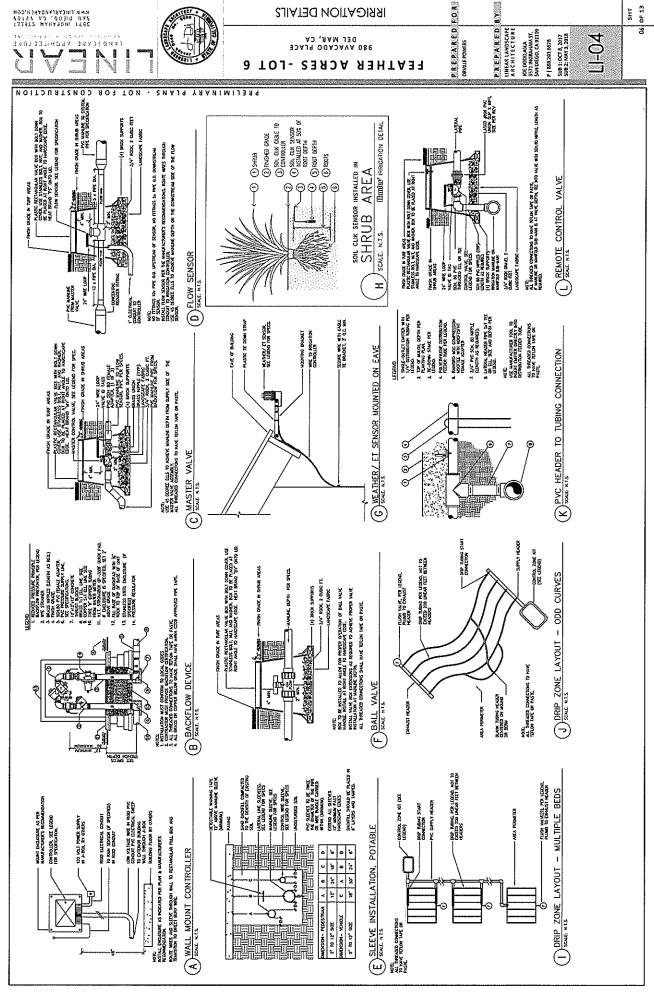
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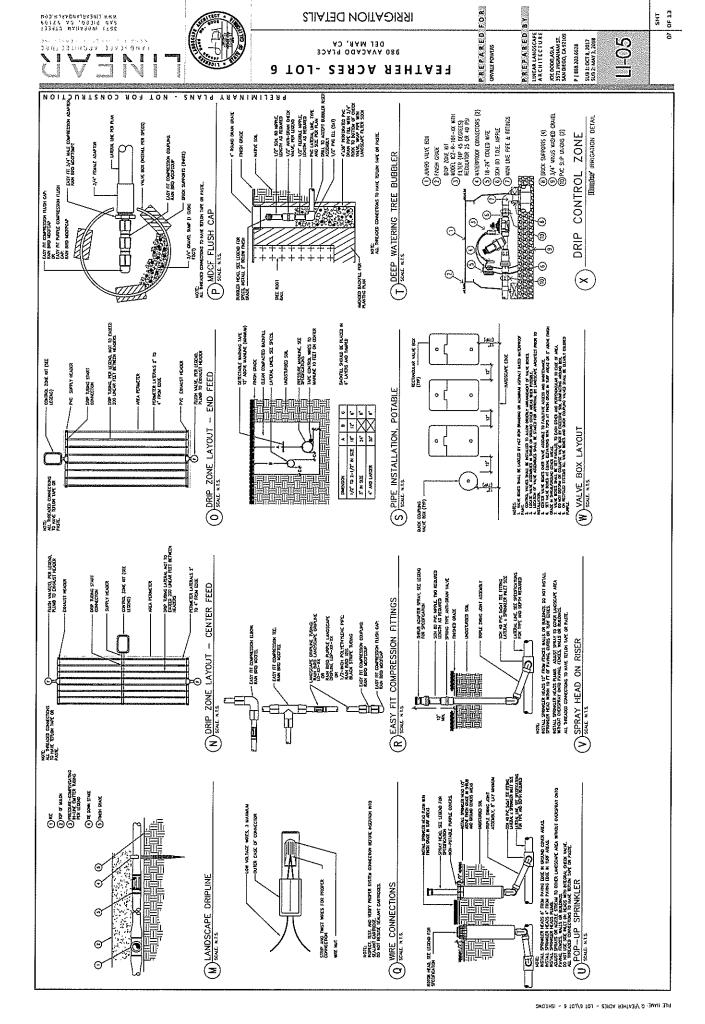
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IRRIGATION DETAILS

980 AVACADO PLACE DEL MAR, CA



IRRIGATION DETAILS

DEL MAR, CA

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SECTION 02811 LANDSCAPE IRRIGATION

PART I - GENERAL

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PRELIMINARY PLANS - NOT FOR CONSTRUCTION

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980 AVACADO PLACE FEATHER ACRES -LOT

DEL MAR, CA

PREPARED'FOR DRIVALLE POWERS

REPARED BY LINEAR LANDSCAPE ARCHITECTURE

JOE DODD,ASIA 3571 INGRAHAM ST. SAN DIEGO, CA 92109 SUS 1: OCT 8, 2017 SUB 2: MAY 3, 2018 P | 888.203.6628

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FILE NAME, C: VERTHER ACRES - LOT 6/LOT 6 - 15HT.DWC

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IRRIGATION SPECIFICATIONS

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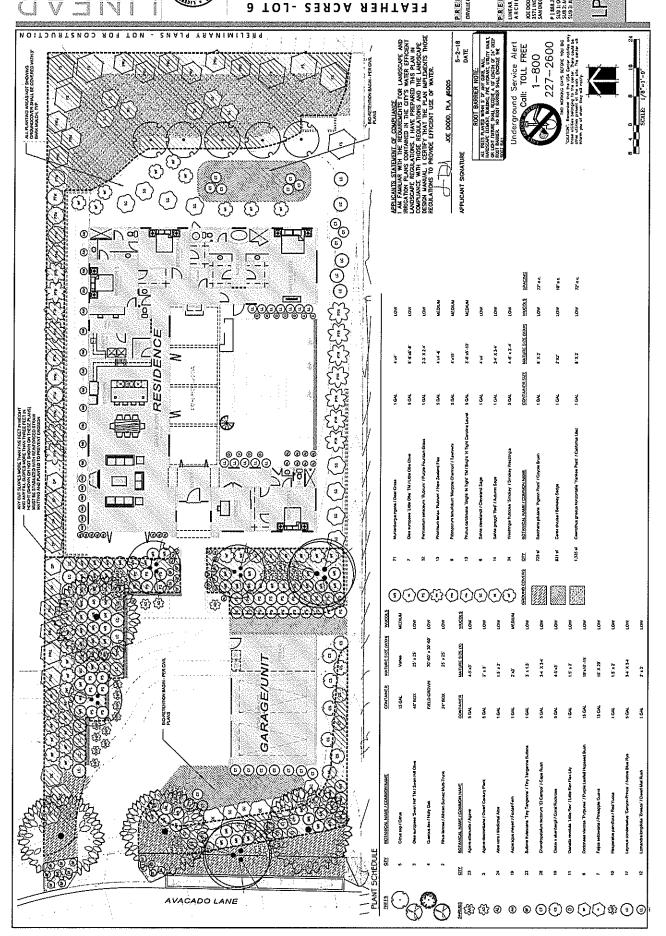
DICAMINOS SHUL RE STRUCHT WITH VERTICAL SICES, ENTH GACE, AND SUFFOOT FIFE COMPLOSES VIOLENCE TO TREASMENT TREASMENT SECURIOR AND TREASMENT TO THE PETITS RELOW THESE DICAME AND IS HOTTED. WHILED OF DEVENTION THE PETITS RELOW THESE DICAME AND AS HOTTED. WHILED COCCUPIED OF DEVENTION FIRST DEVENTION SHALL RE CONSISTED RELOW SUPPREADED.

PROVIDE MANNUM COURT OF 18 INCHES ON PRESSURE SUTTY UNES 2. 12: INCHES MAD SUMLIKE PROVIDED ANAMORPHED TO RECHES ON PRESSURE SUPPLY INCHES ON SUMLIKE PROVIDED FRESSURE SUPPLY INCHES WITH MAD MAD UNGER.

PPTS INSTALED IN A COMMON TRENCH SHALL HAVE A 4 INCH ENNAULH SPACE BETWEEN PPTS. PROVIDE CHAID BACKFUL A MANAGAN OF 4 MICHES OVER AND UNDER ALL MANAGAE FIRMS. PROVIDE MINIMUM COVER OF 12 INDIES FOR NON-PRESSURE LINES. PROVIDE MARAUM CONTR OF 18 INCHES FOR CONTROL WINZS

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PLANTING PLAN

PLANTING NOTES

- A. THE PAYMEN PLAN ED MEASURAINE, ALL PAYL ICCONTROL RE-PROMAINE LAND EXPENSES THE PROCESSED OFFER THAT COMMITTES SECRETE.

 B. OMANITES SERVEN OF THE VARIENCE AND ASSETTING THE CONTROL OF THE CONTROL OF THE CONTROL OFFER.

 C. COMPACIONE SHALL DIOFFT THE CONTROL OF THE DESCRIPTIONES BETTER DOWNTHES AND SHAGOS SHOW.
- 2 LANDSONE CONTRACTOR SHALL APPLY A CONTRACT HERBICOE, WHERE WEEDS ARE CONDENDERSHIP SETS TO CONDENDERSHIP OF THIS PROPERTY TO CONDENDERSHIP OF ANY PLANTING OR RESCANDIN WICKE, WEEDS SHALL BE ALLOWED TO COMPLETELT DE BACK, INCLUDING THE ROOTS BEFORE PROCEEDING WITH WIRK.
 - 3. AH AGROMOMIC SOILS TEST WILL BE REQUEED PRICKE TO PLANTING. UANDSCLAFE COMPINATORS THAN SHAM THOU AN AUTHORIZED TESTING ACRORN TO THE LANDSCLAFE ARCHITECT BEFORE BEGINNEN WORK.
 - 4. Pror to planting, fergation system small be fally operational, and planting areas small be thoroughly soaked.
- 4. ALL AREAS TO BE PLAHIDIN MENGHANEN, ADOPE OF LESS THAN 10CK SHALL BE CONSESSENCED AND THE TOLLOWING ANADOMENTS SPECIAL CHECKED W PER 1,000 SOLINE TELL (QUANTIES SHEACT) TO ANALYSIS. CORPOST AND THE TOLLOWING ANADOMENTS SHEACT TO ANALYSIS CORPOST AND TOLLOW THE STATE OF TOLLOWING ANALYSIS. CORPOST AND TOLLOW THE STATE OF TOLLOWING ANALYSIS ANALYSIS ANALYSIS ANALYSIS ANALYSIS ANALYSIS. CORPOST TOLLOW TOL
- EACH PLANT SHALL RECOVE "AGREGOR" (OR EQUAL) PLANT TABLETS AS FOLLOWS.

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 15 GALL CONTAMER (2) 21 GRAM.
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 18 GALL CONTAMER (5)
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- 7. PLANT BACK FILL SHALL BE SO'K SITE SON, AND SO'K WITROCEN FORTHED REDWOOD SHAWNOS BY YOU'ME.
 - PLANT PITS SHALL BE TINCE THE SIZE OF THE DESIGNATED AURSERY CONTAINER.
 - 5. FLANT MATERIAL STALL HOT BE ROOT BOUND. FIVE CALLON FLANTS AND LAKERS STALL HAY BEEK GROWN IN CONTINERS FOR A MISHAUM OF 6 WOATHS AND A MAXMUM OF THE WORLD AND A WAXMUM STALL AND A WAXMUM STALL S
 - AND PESTS. ਭ ≓
 - PLANTS SHALL EXHIBIT HEALTHY GROWTH AND BE FREE OF DISEASES STAKE ALL TREES PER DETAL
- 12. REJONE NURSERY STACES OF ALL YNES AND ATTACH TO ADJACENT FEMORES WITH ALL YAMS AND CREEN UNISSERY TAPE.

 13. REJONE RURGESTY STAVES NO TES TROM ALL CONTANER STOCK. MANTAN SOF CHOMEN ALL TREES.
- PLANTS SHALL NOT BE PLACED MITHIN THELVE (24") INCHES OF SPRINKLER HEADS. Ţ
 - 15. SPRUBS SHOWN IN PLANT AREAS SHALL BE UNDER-PLANTED WITH GROUNDCOVER SHOWN BY ADJACDHT SYMBOL, TO WITHIN 12" OF JAKIR PLANT STEA.
 - IS LANDSAKE CONTRACTOR SHALL MANTAN A MINAWA OF 22 DRANAGE, MANY ALL BURDDANS, SINKOLINES, AND WALLS. PRINCE GRADES SHALL BE SACOPHED TO CLAVEN THE PROPEUT OR STANDANG WITH.
 - 17. Fixisked grades saml be one (1) fich below the Top of Carbs, sale, , walkwats in all areas, where soo is lad nent to these wproporents—finish grade betone lating soo small be 1-1/2" below the top,
- THE LANDSCAPE CONTRACTOR SHALL LEAKE SHE IN A CLEAN CONDINON, REMOVING URBISED MATERIAL, TRASH, AND TOOLS.
- LANDSCAPE COMPRACTOR SHALL MAINTAIN ALL PLANTINGS FOR A PERSOD OF SIXTY DAYS AFTER COMPLETION. ALL AREAS SHALL BE KEPT CLEAN, WATERED, AND WEED 8 8 E
- AT COMPETION OF ALL HANG OUTBOAD IN THESE PLANS THE LANGESCHE IN ALL CONTINCT OWER AND ARSWEE TOR A WAY THROUGH TO EXTENDED ON THE ASSETS OF WASK ARE CONFETTED, WHO WAS INSTITE FROM STORE FOR A WASHING FOR ALL PLANS AND SECREPAINES, MIST BE COMPLETED IN A GROOD ORDING TO ALL PLANS AND SECREPAINES, MIST BE COMPLETED IN A GROOD SHAWE OF THE AMMEDIANCE PROD.

21. WRCH: All Reomed Planting areas shall be comped with walch to a moden of 3 thoses, exclusions access trackange receivation was areas plantid with ground conse. All epocess 50s, areas without receivation shall also the sum depth (some 1420a13)).

22. Alt irees planto widen 5' from any hadoscape paarlem, or carbs barel regisk a 1124-2' dete root tare root bareer nistalid wa a 10' iurar applatano (ba als siown on planting plan, root bareer shall not dugrice, dif noto ball see root bareer detaa.

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23. IAMSCAPE COMMANING SMAL MANINGH ALL PANINGS FOR A FEBDO
AND STATE COMPINENT. ALL MESS SMALE REFORD CLEAN,
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AGROUNDCOVER PLANTING

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S. FROR TO DID OF MANTELHING PERSO, LANDSCLIF CONTRACTOR SHALL CONTRACT OWERS WEST MANTELHING THOUGHT OF THE WASHENGE TORS THE WASHENGE FERSO. 22. AL GROMA CONERS SHALL EE CURRINTED BY THE CONTRACTOR AS TO GROWIN AND RACLIN INTO A PROSO OF STRY (10) LONS ATTER THE COMPETION OF MAINTENANCE. THE SHARE SHALL IS THE COMPETION OF WAINTENANCE. ALL SHARES SHALL IS COMPETION AS TO GROWIN AND FALL IN FIRST OF WAINTENANCE. FEXOD AND THE TOWN AND COMPETION OF WAINTENANCE. FEXOD AND THE TOWN AND COMPETION OF WAINTENANCE. FEXOD AND THE WAINTENANCE FEXOD AND THE WAINTENANCE FEXOD OF WAINTENANCE. THE COMPETION OF THE STRY OF THE STRY OF THE WAINTENANCE FEROD AND TRALL.

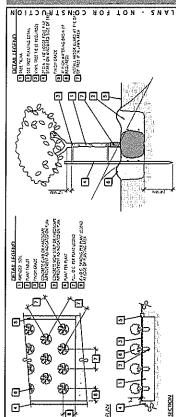
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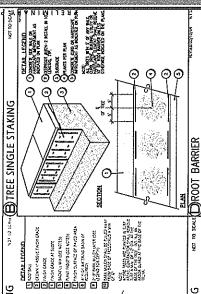
18. HE COMPACTOR, WINN FFIEDS (16) DAYS OF WAITEN NOTERCHEN BY THE LUNGWEED PLANT WILL BROOK FAN PECKSM FALL IN DEACH REQUISEBRING THE OURANITE. PRACEIDED THE ALL IS BURNED FALL IN HEAVY BRINGLY SO THE OURANITE. THE PLANDED FALL IS BURNED FALL BY THE PLANDED FALL BY THE PLANDED FALL BY THE STANDED FOR THE CORREST WITH PLANT MINERAL STRUCTURENT WITHOUT SHALL BE CHIRAMITED AS SECRED FOR THE ORGANI, WITERAL SHALL BE CHIRAMITED AS SECRED FOR THE ORGANIZ. WITERAL SHALL BE CHIRAMITED.

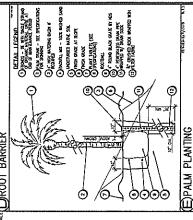
29. AL WECHWICA, EQUPNOT AND UTLITES SHAL BE SORENED BY PLANTING. THE YOR ALEADY MICKATED ON THE PLAN, ALON EDAIT S-GALLON SKRISS FER UTHIT TO BE PLACED DIRING PLANT NISTALLATION AS NEEDED TO PROMOE PEQUIPMED SCREDING.

TREE AND SHRUB PLANTING

30. A CRYPICATE OF COMPLETION, USING THE CITY'S FORM AND SIGNED BY THE LICENSED PROFESSIONAL, WHIO PREPARED THE PLANS, WILL BE REQURED AT TIME COMPLETION OF NETSALLATION.







PREFARED

FOR

PREPARED JOE DODO,ASIA 3571 INGRARAM ST. SAN DIEGO, CA 92109 UNEAR LANDSCAPE ARCHITECTURE P | 528.203.6528 SUB 1: OCT 8, 2017 SUB 2: MAY 3, 2018 SUB 3: 1045 7, 2018

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Surphiese and dead

ROT FOR

- SNV1

FEATHER ACRES - LOT 6

980 AVACADO PLACE DEL MAR, CA

PLANTING PLAN

THE NAME OF VEATHER ACRES - LOT 6/LOT 6 - PSHT.DMC

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PLANTING SPECIFICATIONS

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3 6 TREE AND SHRUB STAKING

980 AVACADO PLACE DEL MAR, CA

PREPARED FOR

LINEAR LANDSCAPE ARCHITECTURE

JOE DODD,ASIA 3571 INGRAHAM ST. SAN DEGO, CA 92109

P | 828.203.6628 SUB 2: OCT 8, 2017 SUB 2: MAY 3, 2018 SUB 3: JUNE 7, 2018

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STAFF REPORT CITY OF SOLANA BEACH

TO:

Honorable Mayor and City Councilmembers

FROM:

Gregory Wade, City Manager

MEETING DATE:

August 22, 2018

ORIGINATING DEPT:

Finance

SUBJECT:

Quarterly Investment Report for June 30, 2018 and

Amended Quarterly Investment Reports for Previous

Quarters

BACKGROUND:

California Government Code Section 53600 requires timely reporting of local agency investment transactions and portfolio to the agency's legislative body.

In preparing the Cash and Investment Report (Report) for the quarter ended June 30, 2018, Staff discovered that the Reports for the three previous quarters in Fiscal Year (FY) 2018/19 had an error for the Quarter Interest Earned and the Fiscal Year to Date Interest Earned amounts for funds held by Chandler Asset Management for the City of Solana Beach (City).

This item is before Council to accept and file the Cash and Investment Report for the quarter ended June 30, 2018 and to accept and file Amended Cash and Investment Reports for the quarters ended September 30, 2017, December 31, 2017, and March 31, 2018.

DISCUSSION:

The investment objectives for the City are 1) to provide safety to ensure the preservation of capital in the overall portfolio, 2) to provide sufficient liquidity for cash needs and 3) to generate a market rate of return consistent with the Investment Policy. The performance objective for the portfolio is to earn a total rate of return through a market cycle that is equal to or above the return on the benchmark yield. In order to achieve this objective, the portfolio invests in high-quality fixed income securities that comply with the Investment Policy and all applicable regulations governing the funds.

CITY COUNCIL ACTION:	7 1111		
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The attached Reports ensure that the City complies with Section 53600. The City's investment portfolio complies with the City's Investment Policy that is approved annually by the City Council. The majority of City funds are invested in Chandler Asset Management (Chandler), Public Agency Retirement Services (PARS), and Local Agency Investment Fund (LAIF).

As part of preparing the Report for the Quarter ended June 30, 2018, Staff discovered that the amounts reported for Quarter Interest Earned and Fiscal Year to Date Interest Earned for funds held by Chandler Asset Management were overstated by \$119,762 for each of the previous three quarters for FY 2018/19. The amount was the accrued interest income amount for June 30, 2017 for Chandler that should have been reversed in the quarter ended September 30, 2017 Report, but instead was not reversed and remained in the Report setup for the following two quarters. This error also affected the formula used to calculate Quarter Interest Earned amount for the Quarters ended December 31, 2017 and March 31, 2018.

A comparison of the amounts reported for Chandler on the issued Reports for Quarter Interest Earned and Fiscal Year to Date Interest Earned as compared to the amounts reported on the Amended Reports is shown in the following table:

		Chan	ıdler - Quarter	ly Reported In	terest	
	Issued	Reports	Amended	d Reports	Diffe	rence
Quarter Ended	Qtr Interest Earned	Fiscal Year to Date Interest Earned	Qtr Interest Earned	Fiscal Year to Date Interest Earned	Qtr Interest Earned	Fiscal Year to Date Interest Earned
09/30/17	\$ 230,327	\$ 230,327	\$ 110,564	\$ 110,564	\$ 119,763	\$ 119,763
12/31/17	222,434	350,849	120,523	231,087	101,911	119,762
03/31/18	230,720	465,710	114,861	345,948	115,859	119,762

Amended Cash and Investment Reports for the quarters ended September 30, 2017, December 31, 2017, and March 31, 2018 are attached to this Staff Report that corrects the Chandler interest amounts.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA

FISCAL IMPACT:

None

WORK PLAN:

N/A

OPTIONS:

- Receive reports
- Provide direction

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council accepts and files the attached Cash and Investment Report for the quarter ended June 30, 2018 and Amended Cash and Investment Reports for the quarters ended September 30, 2017, December 31, 2017, and March 31, 2018

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation

Gregory Wade, City Manager

Attachments:

- Cash and Investment Report June 30, 2018
- 2. Chandler Asset Quarterly Investment Report- June 30, 2018
- 3. Amended Cash and Investment Report September 30, 2017
- 4. Amended Cash and Investment Report December 31, 2017
- 5. Amended Cash and Investment Report March 31, 2018

City of Solana Beach Cash and investment Report June 30, 2018

ě			ರ 8	Current		Cost	Market	Current		Quarter Interest	<u>u</u> .	Fiscal Year to Date	
lype of Investment	Custodian	Maturity	ភ ≻	Stated Yield	Percent or Portfolio	Value (Rounded)	Value (Rounded)	Quarter Yield	_	Earned (Rounded)	Inter (#	Interest Earned (Rounded)	
General Checking Account	Union Bank of California	On Demand	6	A/A	3.15%	\$ 1,358,673	\$ 1,358,673	N/A		N/A		N/A	
Payroll Account	Union Bank of California	On Demand	€	A/N	0.05%	23,110	23,110	N/A		N/A		N/A	
Worker's Comp - Checking	Union Bank of California	On Demand	ε	N/A	0.02%	7,795	7,795	N/A		N/A		N/A	
Successor Agency - Checking	Union Bank of California	On Demand	€	N/A	1.50%	649,428	649,428	N/A		N/A		N/A	
Local Agency Investment Fund	State of CA	On Demand	€	N/A	%07.6	4,188,264	4,187,187	(2) 1 90%		16,746		36,394	
Chandler Asset Management (CMA) Investment Portfolio	US Bank	1 to 3 years	_	N/A	81.94%	35,377,566	34,912,107	(5) 2 55%		126,073	(6)(7)	472,021	(6)(7)
Public Agency Retirement Services (PARS) US Bank	S) US Bank	Varied		N/A	3.63%	1,567,613	1,646,238	(3) 0.91%	(8)	4,655	(c)	63,333	Θ
Wells Fargo Advantage Money Market	Wells Fargo Bank	Varied	~	N/A	%00.0	09	09	(4) 0 00%		62		709	
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(1) Funds may be withdrawn with 24 hours notice	²⁾ Source Monthly Pooled Money Investment Account Market Valuation as reported by LAIF (if available)	oney Investment ed by LAIF	Account		Source: US Ba Source: fiscal	(3) Source: US Bank Asset Summary (4) Source: fiscal agent month-end statements	y statements.	⁽⁵⁾ Source, CMA US Bank statements (6) Includes accrued interest	A US Bank crued intere	statements est	(?) Includ invest of cur	(7) Includes realized investment gains/losses of current quarter	ses

⁽⁸⁾ Quarter Yield as of June 18 PARS statement

I certify that this report accurately reflects all pooled investments and is in compliance with Government Code Section 53640-53646 as amended January 1, 1996, as well as the investment policy of the City of Solana Beach as approved annually by the City Council.

Furthermore, I certify that sufficient investment liquidity and anticipated revenues are available to meet the City's budgeted expenditure requirements for the next six months

88/h1/8°

Make Mann Mann & Approved by.
Finance Manager/Treasurer

Prepared by: Catherine Wong Accountant

€ CHANDLER ASSET MANAGEMENT

Investment Report

City of Solana Beach

Period Ending June 30, 2018



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Economic Update

SECTION 2

Account Profile

SECTION 3

Portfolio Holdings

SECTION 4

Transactions



SECTION 1

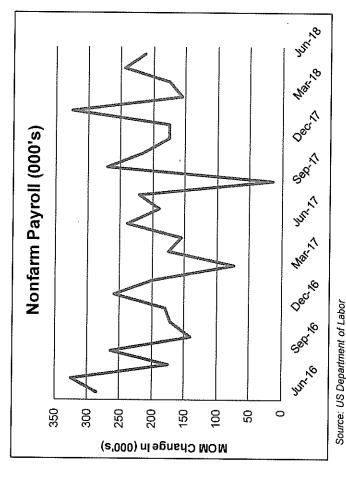
Economic Update



|CMM| Economic Update

- of market dynamics related to a stronger US dollar, increased deficit-related Treasury issuance, and the continued roll. As expected, the Federal Open Market Committee raised the fed funds target rate by 25 basis points to a range of 1.75%-2.00% at the June 13 meeting. Though the decision to hike the fed funds rate was widely anticipated, market participants generally interpreted the policy statement and summary of economic projections as being more hawkish than expected. The Fed signaled there could be a total of four rate hikes this year. However, we anticipate the impact policy by the European Central Bank, may cause the Fed to move more gradually. However, if we do not see signs of off of the Fed's balance sheet will cause financial conditions to tighten in the second half of this year and thus slow down the pace of future rate hikes. These factors, along with ongoing concerns about global trade, the potential for increased volatility sparked by the upcoming US midterm elections, and a shift toward less accommodative monetary increased financial market tightening over the next 3-4 months, we think the Fed will move forward with two more rate hikes before year-end
- We are forecasting GDP growth of about 2.5%-3.0% in 2018, which is in line with the Fed's forecast and the market consensus. This would equate to an increase over 2017 GDP growth of 2.3%. Overall, economic data remains favorable but predictive economic indicators suggest that economic growth is unlikely to accelerate in the second half of the year. Although the consensus estimate for second quarter GDP growth is 4.0%, economic growth is expected to decelerate in the current and fourth quarter to 2.8% and 2.7%, respectively.
- Treasury yields narrowed to just 33 basis points at month-end. Over the past 20 years, the average spread between 2. and 10-year Treasuries has been about 140 basis points, with a median spread of roughly 150 basis points. We believe ongoing normalization of the Fed's balance sheet, along with increased issuance by the Treasury to fund the The Treasury yield curve continued to flatten in June. At month-end, the 2-year Treasury yield was up ten basis points to 2.52%, while the 10-year Treasury yield was essentially unchanged at 2.86%. The spread between 2- and 10-year growing fiscal deficit, will help promote a steeper yield curve in the second half of this year.





(%) etsA

Underemployment Rate (U6)

Unemployment Rate

12.0% 11.0% 10.0% 9.0% 8.0% 5.0% 5.0% 4.0% 2.0%

www.meemployment Rate (U3)

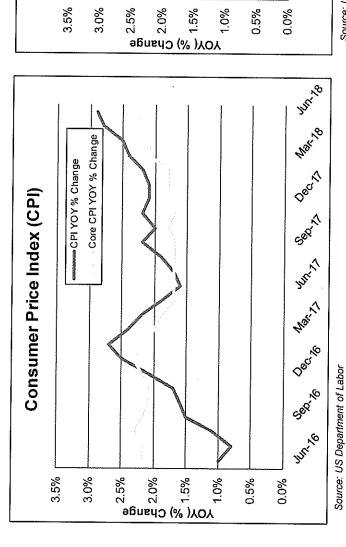


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The pace of hiring remained solid in June with non-farm payrolls increasing by 213,000, modestly above the 195,000 consensus 211,000 and 215,000, respectively. The unemployment rate ticked higher by 0.2% to 4.0% and the labor force participation rate also increased by 0.2% to 62.9% as more people entered the workforce. A broader measure of unemployment called the U-6, which includes those who are marginally attached to the labor force and employed part time for economic reasons, increased by 0.2% to 7.8%. The estimate. The prior two months were also revised higher by a net 37,000. On a trailing three and six-month basis, payrolls increased by average workweek remained unchanged at 34.5 hours. Average hourly earnings increased by 0.2% for the month and 2.7% on a yearover-year basis, a tenth lower on a month-over-month basis and unchanged on a year-over-year basis from the prior month.



PCE Price Deflator YOY % Change PCE Core Deflator YOY % Change

Personal Consumption Expenditures

(PCE)

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3.0%



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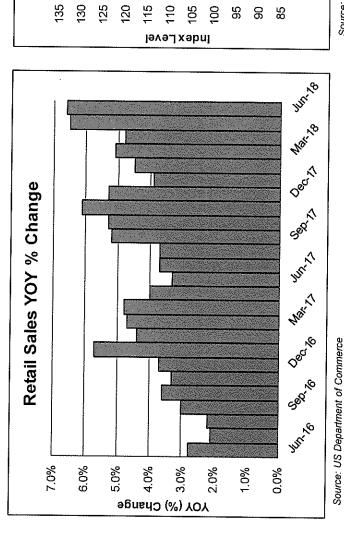
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May 16

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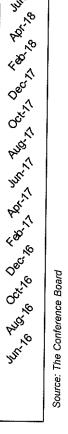
2.3% year-over-year in June, up from 2.2% in May. The Personal Consumption Expenditures (PCE) index was up 2.3% year-over-year in The Consumer Price Index (CPI) was up 2.9% year-over-year in June, up from 2.8% in May. Core CPI (CPI less food and energy) was up May, versus 2.0% in April. Core PCE (excluding food and energy) was up 2.0% on a year-over-year basis in May, versus 1.8% in April. Core PCE inflation is now in line with the Fed's 2.0% target. **Consumer Confidence**



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85

8



MU, 18

On a year-over-year basis, retail sales were up 6.6% in June, versus up 6.5% year-over-year in May. On a month-over-month basis, retail sales increased 0.5% in June, in line with the consensus forecast, following an upwardly revised increase of 1.3% in May. The Consumer Confidence Index remains strong but eased slightly to 126.4 in June from 128.8 in May. Ongoing strength in the labor market continues to support consumer confidence and spending trends. Chicago Fed National Activity Index

(CFNAI)

0.60

0.40

0.20

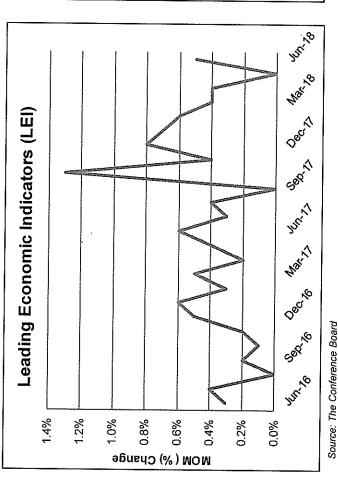
9.0

3 Month Average

-0.20

-0.40

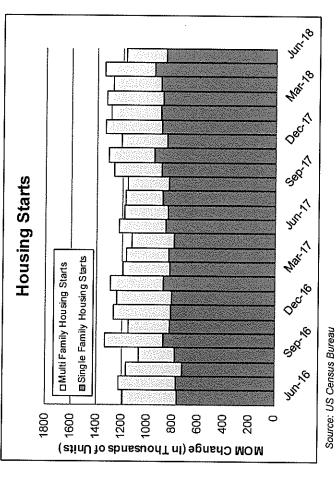
-0.60



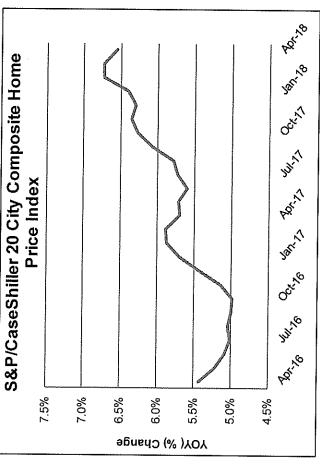


The Index of Leading Economic Indicators (LEI) rose 0.5% in June, following no change in May. According to the Conference Board, the Board does not expect a slowdown in economic growth over the near-term. The Chicago Fed National Activity Index (CFNAI) increased to index points to solid US economic growth. All components of the index, except building permits, were positive in June. The Conference +0.43 in June from -0.45 in May. On a 3-month moving average basis, the index increased to 0.16 in June from 0.10 in May. The CFNAI suggests that the economy picked up in June, and points to ongoing growth.

CAN Housing



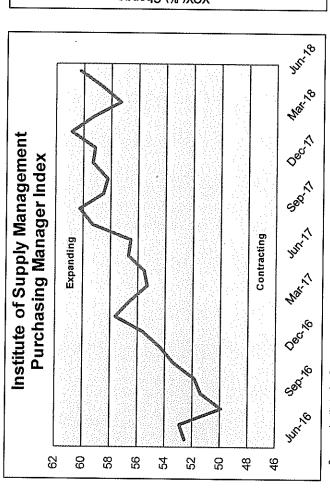




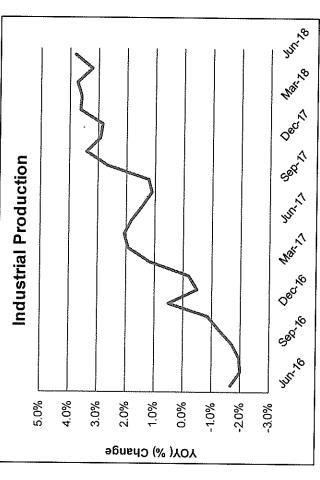
Source: S&P

Total housing starts dropped 12.3% in June. Single-family starts fell 9.1% while multi-family starts fell 19.8%. Permits also fell 2.2% in the month. According to the Case-Shiller 20-City home price index, home prices were up 6.6% year-over-year in April, versus 6.7% in March. Home price appreciation has recently softened.

| Manufacturing







Source: Federal Reserve

The Institute for Supply Management (ISM) manufacturing index increased to 60.2 in June from 58.7 in May. A reading above 50.0 suggests the manufacturing sector is expanding. The Industrial Production index was up 3.8% year-over-year in June versus up 3.2% in May. On a month-over-month basis, the index increased 0.6% in June, in line with expectations, following a downwardly revised decline of -0.5% in May. A rebound in manufacturing, most notably motor vehicle production, drove the increase in June. Capacity Utilization was 78.0% in June, up slightly from 77.7% in May, indicating there is still excess capacity for growth.

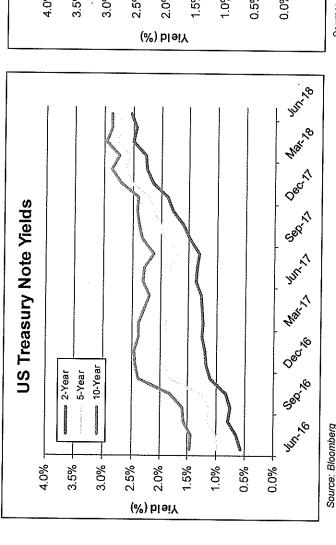
GMM | Gross Domestic Product (GDP)

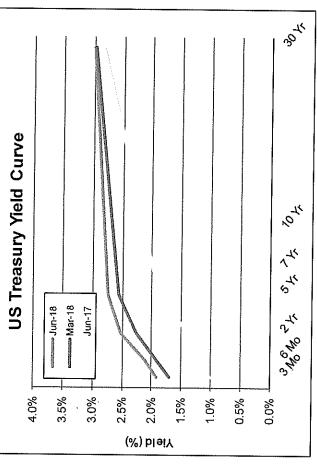
	(5/417)	9/17	12/07	37/8	Gross Domestic Product (GDP)
Personal Consumption Expenditures	2.2%	1.5%	2.8%	%9.0	6.0%
Gross Private Domestic Investment	0.6%	1.2%	%8.0	1.2%	4.0%
Net Exports and Imports	0.2%	0.4%	-1.2%	0.0%	2.0%
Federal Government Expenditures	0.1%	0.1%	0.2%	0.1%	1.0%
State and Local (Consumption and Gross Investment)	-0.2%	0.0%	0.3%	0.1%	-1.0% GDP QOQ % Chang
Total	3.1%	3.2%	2.9%	2:0%	-20% We, So, Me, So, Me, So, Me, So, Me, So, Me,

Source: US Department of Commerce

First quarter GDP growth was revised down again to 2.0% from 2.2%, according to the third estimate which was below expectations due GDP growth is expected to be stronger in the second quarter and second half of the year, compared with the first quarter. We expect to higher than expected inflation. Consumer spending was more subdued in the first quarter versus prior quarters but was still favorable. overall GDP growth of 2.5%-3.0% for the full year, driven by ongoing labor market strength and a tailwind from tax reform.

| Bond Yields





Source: Bloomberg

On a year-over-year basis, the Treasury yield curve has flattened. Rate hikes by the Federal Reserve have put upward pressure on shorter-term rates, while supply and demand imbalances, technical factors, and subdued inflation expectations have kept longer rates relatively contained. The yield curve is currently quite flat by historical standards. SECTION 2

Account Profile



| Objectives

Investment Objectives

The investment objectives for the City of Solana Beach, in order of priority, are to provide safety to ensure the preservation of capital in the overall portfolio, provide sufficient liquidity for cash needs, and a market rate of return consistent with the investment program.

Chandler Asset Management Performance Objective

The performance objective for the portfolio is to earn a total rate of return through a market cycle that is equal to or above the return on the benchmark index.

Strategy

In order to achieve this objective, the portfolio invests in high-quality fixed income securities that comply with the investment policy and all regulations governing the funds.



| Compliance



City of Solana Beach June 30, 2018

COMPLIANCE WITH INVESTMENT POLICY

Assets managed by Chandler Asset Management are in full compliance with state lawand the City's investment policy.

Category	Standard	Comment
Treasury Issues	No limitations	Complies
Federal Agencies	25% per agency issuer	Complies
Municipal Securities	"A" or higher by a NRSRO; 30% maximum; 5% max per issuer	Complies
Supranationals	"AA" rated or higher by a NRSRO; 30% max, 10% per issuer, U.S. dollar denominated; Issued by: IBRD, Complies IFC. IADB	Complies
Medium Term Notes	"A" or higher by a NRSRO; 30% maximum; 5% max per issuer, Issuer is a corp organized and operating within the U.S.	Complies
FDIC insured Time Deposits/ Certificates of Deposit	Amount per institution limited to the max covered under FDIC; 20% maximum (combination of FDIC insured and collateralized TDs/ CDs); 5% per issuer	Complies
Collateralized Time Deposits/ Certificates of Deposit	20% maximum (combination of FDIC insured and collateralized TDs/ CDs); 5% per issuer	Complies
Negotiable Certificates of Deposit	No rating required if amount of the NCD is covered by FDIC insured limit; If above FDIC insured limit, requires "A-1" rated or higher by a NRSRO or "A" rated long term issuer by a NRSRO; 30% maximum (inclusive of CDARS); 5% per issuer	Complies
Banker's Acceptances	"A-1" or higher short-term rating by a NRSRO; or "A" or higher long-term by a NRSRO; 40% maximum; 5% max per issuer; 180 days max maturity	Complies
Commercial Paper	"A-1" or higher short term rating by a NRSRO; "A" rated long term issuer by a NRSRO; 25% maximum; 5% per issuer; 270 days max maturity; Issuer is a corp organized and operating in U.S. with assets in excess of \$500 million: 10% max of the issuer's outstanding commercial page.	Complies
Asset-Backed Securities	"AA" or higher by a NRSRO; "A" rated issuer rating or higher by a NRSRO; 20% maximum; 5% per issuer; Mortgage collateral is prohibited	Complies
Money Market Mutual Funds	"AAA" rated or highest rating by two NRSROs; 20% maximum; Registerd funds, managed by adviser with 5+ years experience and \$500mm AUM	Complies
Prohibited Securities	Futures and Options; Inverse floaters; Ranges notes, Interest-only strips from mortgaged backed securities; Zero interest accrual securities; Reverse Repurchase Agreements; Securities lending; Foreign currency denominated	Complies
Repurchase Agreements	1 yr max maturity; collateralized 102% of market value; Not used by investment adviser	Complies
Local Agency Investment Fund	Maximum program; Not used by investment adviser	Complies
Vallable Securities	20% maximum (does not include "make whole call" securities)	Complies
Janss lad xelvi	No more than 5% in any single issuer except US Gov, Agencies, Supranationals, Money Market Funds, LAIF, or LGIP	Complies
Maximum Maturity	5 years	Complies
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| Portfolio Characteristics

City of Solana Beach

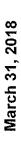
	6/30/2018	118	3/31/2018
	Benchmark*	Portfolio	Portfolio
Average Maturity (yrs)	1.86	1.83	1.72
Modified Duration	1.79	1.71	1.60
Average Purchase Yield	n/a	1.71%	1.54%
Average Market Yield	2.52%	2.55%	2.34%
Average Quality**	AAA	AA/Aa1	AA/Aa1
Total Market Value		35,066,089	34,949,940
**OT DARK 4 0 V. 110 H		алынын калымдарды дайда	Меннен Маний от от полиция на предержу применя на полиция (ум. на тем применя применя предержения на полиция полиц

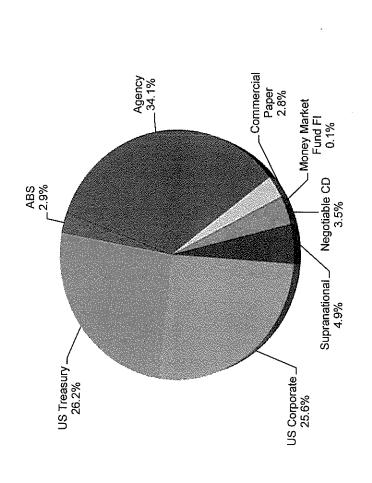
*ICE BAML 1-3 Yr US Treasury/Agency Index **Benchmark is a blended rating of S&P, Moody's, and Fitch. Portfolio is S&P and Moody's respectively.

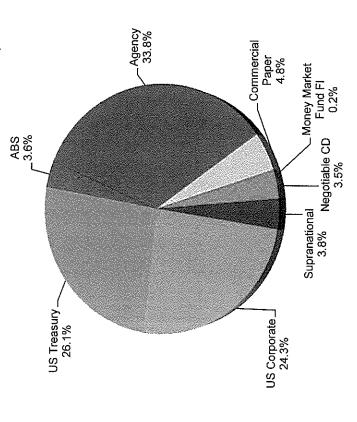
Sector Distribution

City of Solana Beach

June 30, 2018







Salers | Salers

City of Solana Beach – Account #10471	As of	As of 6/30/2018
Issue Name	Investment Type	% Portfollo
Government of United States	US Treasury	26.19%
Federal Farm Credit Bank	Agency	12.74%
Federal National Mortgage Association	Agency	10.92%
Federal Home Loan Mortgage Corp	Agency	6.80%
Federal Home Loan Bank	Agency	3.66%
Inter-American Dev Bank	Supranational	2.45%
Westpac Banking Corp NY	Negotiable CD	2.01%
Intl Bank Recon and Development	Supranational	1.82%
Toyota Motor Corp	US Corporate	1.70%
IBM Corp	US Corporate	1.67%
Bank of Nova Scotia Houston	Negotiable CD	1.44%
BlackRock Inc/New York	US Corporate	1 44%
Bank of New York	US Corporate	1 43%
Rabobank Nederland NV NY	Commercial Paper	1 42%
Cisco Systems	US Corporate	1.41%
Costco Wholesale Corporation	US Corporate	1.40%
US Bancorp	US Corporate	1.28%
PNC Financial Services Group	US Corporate	1.27%
Honda Motor Corporation	US Corporate	1 20%
Home Depot	US Corporate	1.19%
Deere & Company	US Corporate	1 18%
State Street Bank	US Corporate	1.14%
Praxair	US Corporate	1.13%
United Parcel Service	US Corporate	111%
Toyota ABS	ABS	1.11%
Oracle Corp	US Corporate	1.10%
Nissan ABS	ABS	1.00%
General Electric Co	US Corporate	1.00%
Exxon Mobil Corp	US Corporate	0.88%
Wells Fargo Corp	US Corporate	0.86%

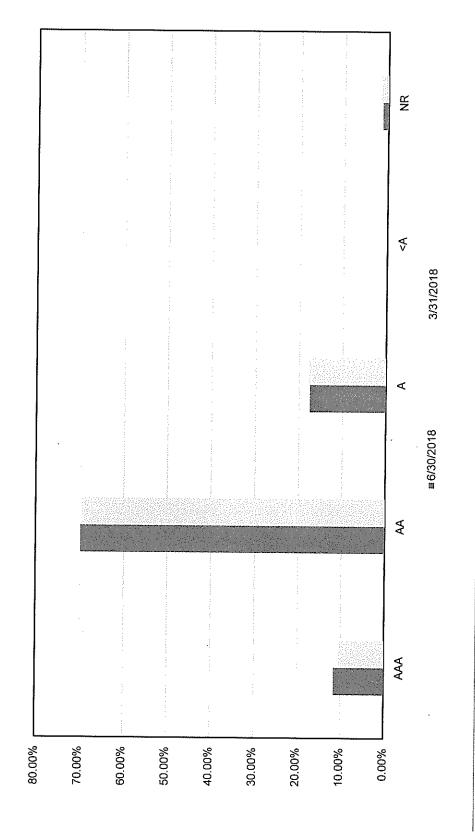
Saners | Saners

Issue Name Investment Type % Portfolio Microsoft US Corporate 0.86% Apple Inc US Corporate 0.71% General Electric Co Commercial Paper 0.71% Toyota Motor Corp Commercial Paper 0.71% Honda ABS ABS 0.64% International Finance Corp US Corporate 0.58% HSBC Holdings PLC US Corporate 0.55% US Corporate US Corporate 0.46% John Deere ABS ABS 0.046% John Deere ABS Money Market Fund FI 0.05% And Deere ABS Documented Fund FI 0.05%	ong of column Deach - Account #1047		
US Corporate US Corporate US Corporate Commercial Paper Commercial Paper ABS Supranational US Corporate US Corporate US Corporate US Corporate US Corporate ABS AABS Money Market Fund F1	Issue Name	Investment Type	% Portfolio
US Corporate Commercial Paper Commercial Paper ABS Ince Corp LC US Corporate US Corporate US Corporate US Corporate US Corporate US Corporate ABS MONey Market Fund FI Money Market Fund FI	Microsoft	US Corporate	0.86%
Commercial Paper Commercial Paper ABS Ince Corp LC US Corporate US Corporate US Corporate US Corporate ABS Money Market Fund FI Money Market Fund FI	Apple Inc	US Corporate	0.86%
Commercial Paper ABS Supranational US Corporate US Corporate US Corporate US Corporate ABS wt Oblig Fund Money Market Fund FI	General Electric Co	Commercial Paper	0.71%
ABS Supranational US Corporate US Corporate US Corporate US Corporate ABS Money Market Fund FI	Toyota Motor Corp	Commercial Paper	0.71%
Supranational US Corporate US Corporate US Corporate US Corporate ABS Money Market Fund FI	Honda ABS	ABS	0.7.1.78
LC US Corporate US Corporate US Corporate US Corporate ABS wt Oblig Fund Money Market Fund FI	International Finance Corp	Supranational	0.58%
US Corporate US Corporate US Corporate ABS Money Market Fund FI	HSBC Holdings PLC	US Corporate	0.50%
Corp/The US Corporate ABS Money Market Fund FI	Boeing Company	US Corporate	0.51 %
ABS Money Market Fund FI	Charles Schwab Corp/The	US Corporate	0.40%
Money Market Fund FI	John Deere ABS	ABS	0.40%
	First American Govt Oblig Fund	Money Market Fund FI	0.05%
	Total		700000

| Quality Distribution

City of Solana Beach

June 30, 2018 vs. March 31, 2018



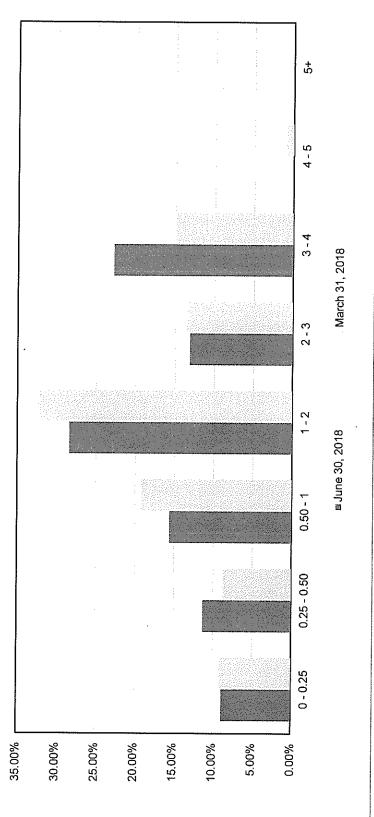
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тите интернативности пределения пределения пределения пределения пределения пределения пределения пределения п	AAA	AA	∢	٧	N. R.
06/30/18	11.5%	69.8%	17.4%	%U U	1 20/
03/31/18	10.7%	%9 69 %9 69	17 0%	%0:0	5, 5,
			0/ 5. 11	0.070	1.9%

Source: S&P Ratings

CM | Duration Distribution

City of Solana Beach

June 30, 2018 vs. March 31, 2018



	0 - 0.25	0.25 - 0.50	0.50 - 1	1-2	2-3	3-4	4 - 5	\$
06/30/18	8.9%	11.3%	15.6%	28.4%	13.1%	22.8%	%0:0	%0.0
03/31/18	9.3%	8.8%	19.2%	33.0%	13.6%	15.0%	1.1%	%0.0



| Investment Performance

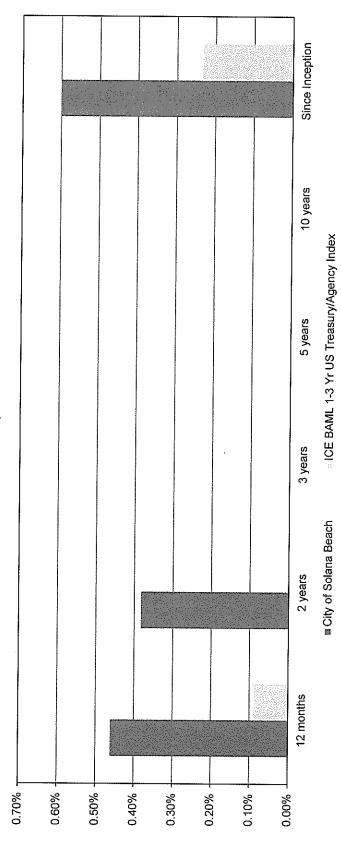
City of Solana Beach Period Ending

Total Rate of Return

June 30, 2018

Annualized Since Inception





City of Solana Beach	0.36%	0.46%	0.38%	ΝΆ	N/A	N/A	%09:0
ICE BAML 1-3 Yr US Treasury/Agency Index	0.22%	0.09%	0.01%	N/A	N/A	A/A	0.24%
			**************************************		- Appending -	WWW.	emperature promotes in the second sec

Inception Since

10 years

3 years

2 years

12 months

3 months

Annualized 5 years Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.

| Investment Comparison

	LAIF EARNINGS ESTIMATE	GROSS INCOME EARNED CHANDLER-MANAGED PORTFOLIO	INCOME EARNED CHANDLER-MANAGED PORTFOLIO*
April 2016	\$5,669	\$3,990	\$2,906
May 2016	\$8,549	\$12,345	\$10,895
June 2016	\$12,371	\$19,460	\$17,572
July 2016	\$13,173	\$21,078	\$19,095
August 2016	\$13,701	\$21,256	\$19,274
September 2016	\$13,722	\$26,073	\$24,091
October 2016	\$14,661	\$26,275	\$24,293
November 2016	\$14,661	\$26,442	\$24,463
December 2016	\$17,263	\$28,930	\$26,866
January 2017	\$18,802	\$30,733	\$28,579
February 2017	\$19,121	\$31,619	\$29,370
March 2017	\$22,719	\$35,228	\$32,884
April 2017	\$24,563	\$35,491	\$33,101
May 2017	\$27,468	\$38,329	\$35,849
June 2017	\$28,649	\$40,113	\$37,588
July 2017	\$31,807	\$40,662	\$38,135
August 2017	\$30,226	\$36,575	\$34,160
September 2017	\$28,903	\$37,017	\$34,718
October 2017	\$31,001	\$37,472	\$35,175
November 2017	\$30,748	\$37,607	\$35,311
December 2017	\$33,556	\$38,316	\$36,021
January 2018	\$37,870	\$39,237	\$36,842
February 2018	\$38,500	\$44,122	\$41,628
March 2018	\$45,967	\$45,823	\$43,328
April 2018	\$48,397	\$46,392	\$43,897
May 2018	\$53,044	\$47,385	\$44,888
June 2018	\$54,085	\$48,351	\$45,852
Tionell	57/19/196	PAGE BUSS.	SOL BEST

* Income earned net of Chandler fees. SECTION 3

Portfolio Holdings



| Holdings Report

					Fort	he Month	For the Month Ending 6/30/2018	0/2018
Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mic Price Mic YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Meturity Puretion
Honda Auto Receivables 2016-4 A2 1.040% Due 04/18/2019	17,140.72	10/18/2016	17,140.24	99.93	17,128.11	0.05%	NR / AAA	0.80
Toyota Auto Receivables Owner 2016-D 1.060% Due 05/15/2019	6,268.44	10/04/2016	6,267.94	99.93	6,264.35	0.02%	Aaa / AAA	0.04
John Deere Owner Trust 2017-A A2 1.500% Due 10/15/2019	49,429.24	02/22/2017	49,429.04	99.83	49,345.35	0.14%	Aaa / NR	1.29
Toyota Auto Receivables 2016-B 1.300% Due 04/15/2020	75,331.50	05/02/2016	75,327.66	99.47	32.95 74,935.63	0.21%	AAA Aaa / AAA	0.17 1.79
Honda Auto Receivables 2016-2 A3 1.390% Due 04/15/2020	70,802.75	05/24/2016	70,801.38	99.47	70,426.20	0.20%	Aaa / NR	1.79
Nissan Auto Receivables Owner 2017-B A2A 1.560% Due 05/15/2020	352,830.29	08/16/2017	352,816.43	99.58	351,358.94	1.00%	AAA Aaa / NR	1.88
Toyota Auto Receivable 2017-C A2A 1.580% Due 07/15/2020	307,970.80	07/25/2017	307,967.87	99.52	306,504.21		AAA Aaa / AAA	2.04
Honda Auto Receivables 2018-2 A3 3.010% Due 05/18/2022	135,000.00	05/22/2018	134,997.06	100.12	135,166.05	(1,463.65) 0.39%	NR / AAA	3.88
To the state of th	1,014,773.74	1.72%	1,014,747.62	2.66%	1,011,128.84	2.89%	Aaa / AAA Aaa	2.13
FFCB Note 1.150% Due 08/06/2018	150,000.00	04/27/2016	150,562.50	99.93	149,896.80	0.43%	Aaa / AA+	0.10
FFCB Note 0.875% Due 09/14/2018	500,000.00	06/13/2016	500,245.00	99.78	498,902.50	1.43%	AAA Aaa / AA+	0.10
	250,000.00	03/29/2016	251,902.50	99.82	1,300.35	0.71%	AAA Aaa / AA+	0.20
FFCB Note 0.960% Due 10/05/2018	500,000.00	Various 0.97%	499,846.40	99.71	498,551.00	1.43%	Aaa / AA+	0.27
FFCB Note 1.290% Due 11/19/2018	300,000,00	05/31/2016	301,842.00	99.71	299,127.30	0.85%	AAA Aaa / AA+	0.39
FFCB Note 1.100% Due 12/05/2018	600,000.00	12/13/2016	598,140.00	99.53	597,200.40	1.70%	AAA Aaa / AA+	0.38
FNMA Note 1.125% Due 12/14/2018	260,000.00	04/21/2016	260,730.60	99.55	258,824.54	0.74%	AAA Aaa / AA+	0.48
FFCB Note 1.300% Due 12/14/2018	375,000.00	05/18/2016	376,995.00	99.62	373,563.38	1.07%	AAA Aaa / AA+	0.46
FFCB Note 1.030% Due 02/12/2019	500,000.00	Various 1.02%	500,110.00	99.27	496,374.00	1.42%	Aaa / AA+	0.62
FNMA Note 1.000% Due 02/26/2019	260,000.00	04/12/2016 0.94%	260,421.20	99.17	257,842.00	0.74%	Aaa / AA+	0.66

| Holdings Report

City of S	City of Solana Beach - Account #10471	AURTONISTI AND TOTAL T				Fort	he Month	For the Month Ending 6/30/2018	0/2018
delle			Purchase Date	Cost Value		Market Value	% of Port.	Moody/St&P	Maturitiv
3133782M3	Seduty Besetpion	Units	Book Yield		MKVTM	Acorued Int.	Gain/Loss	Filen	Duration
21912010010	1.500% Due 03/08/2019	00.000,000	Various 0.98%	507,289.40 507,289.40	99.49 2.24%	497,474.00 2.354.17	1.43%	Aaa / AA+	0.69
3133EDVK5	FFCB Note 1.750% Due 03/18/2019	180,000.00	04/22/2016	183,398.40	99.62	179,323.92	0.51%	Aaa / AA+	0.72
3137EADZ9	FHLMC Note 1.125% Due 04/15/2019	500,000.00	Various	502,101.80	99.08	495,390.50	(4,0/4,48)	AAA Aaa / AA+	0.70
3137EADG1	FHLMC Note 1.750% Due 05/30/2019	260,000.00	04/26/2016	264,820.40	99.44	1,187.50	(6,711.30)	AAA Aaa / AA+	0.78
3135G0ZE6	I♀	500,000.00	05/18/2016	509,910.00	99.38	391.81 496,913.50	(6,268.86)	AAA Aaa / AA+	0.90
3133EFW52	FFCB Note 1.150% Due 07/01/2019	500,000.00	Various	500,282.80	98.81	494,058,50	(12,996.50)	AAA Aaa / AA+	1.00
3137EADK2	FHLMC Note 1.250% Due 08/01/2019	500,000.00	06/23/2016	503,620.00	98.75	493,736.50	(6,224.30)	AAA Aaa / AA+	1.09
3133EDVE9	FFCB Note 1.900% Due 09/18/2019	229,000.00	05/10/2016	235,460.09	99.37	227,554.78	(9,883.50)	AAA Aaa / AA+	1.06
3137EADM8	FHLMC Note 1.250% Due 10/02/2019	500,000.00	05/17/2016	501,970.00	98.48	492,403.00	1.41%	AAA Aaa / AA+	1.26
3135G0R39	FNMA Note 1.000% Due 10/24/2019	300,000.00	11/10/2016	298,131.00	98.10	1,545.14	(9,567.00)	AAA Aaa / AA+	1.32
3136FTB73	FNMA Callable Note 1X 2/7/2014 2.000% Due 02/07/2020	650,000.00	05/22/2017	658,365.50 658,365.50	99.12	558.33 644,297.55 5 200 00	1.85%	AAA Aaa / AA+	1.61
3135G0UU5	FNMA Callable Note 1X 3/6/2014 1.750% Due 03/06/2020	280,000.00	05/18/2016	284,376.40 284,376.40	98.71	276,378.76	0.79%	AAA Aaa / AA+	1.55
3133714H6	FHLB Note 3.000% Due 03/18/2020	100,000.00	04/25/2016 1.35%	106,253.00 106,253.00	100.68	100,681.30	0.29%	Aaa / AA+	1.72
3133EHFL2	FFCB Note 1.550% Due 04/13/2020	650,000.00	04/13/2017 1.51%	650,708.50 650,708.50	98.24 2.56%	638,588.60	1.83%	Aaa / AA+	1.79
3137EAEF2	FHLMC Note 1.375% Due 04/20/2020	650,000.00	04/19/2017 1.48%	647,926.50 647,926.50	97.92 2.56%	636,489.75	1.82%	Aaa / AA+	1.81
3135G0U35	FNMA Note 2.750% Due 06/22/2021	700,000.00	06/28/2018 2.68%	701,295.00 701,295.00	100.09	700,621.60	2.00%	Aaa / AA+	2.98
3135G0S38	FNMA Note 2.000% Due 01/05/2022	650,000.00	Various 2.04%	649,156.00 649,156.00	97.47	633,551.10	1.82%	Aaa / AA+	3.52
313379Q69	FHLB Note 2.125% Due 06/10/2022	700,000.00	06/06/2018 2.81%	681,828.70 681,828.70	97.45	682,166.80	1.95%	Aaa / AA+	3.95
Total Agency		12,044,000.00	1.38%	12,087,688.69 12,087,688.69	2.39%	11,922,311.02 41,188.44	34.12% (165,377.67)	Aaa / AA+ Aaa	1.37
Commercial Paper	Paper								
36164KGW5	GE Capital Treasury LLC Discount CP 1.910% Due 07/30/2018	250,000.00	01/31/2018 1.96%	247,612.50 249,615.35	99.85 1.96%	249,615.35	0.71%	P-1 / A-1 F-1	0.08

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| | Holdings Report

City of S	City of Solana Beach - Account #10471			AND THE PROPERTY OF THE PROPER		For th	ne Month	For the Month Ending 6/30/2018)/2018
distio	Security Description	Par Value/Units	Purchase Date (Book Yield E	Gost Value M Book Value M	Miki Price Miki YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
89233HGX6	Toyota Motor Credit Discount CP 1.850% Due 07/31/2018	250,000.00	01/26/2018 1.89%	247,648.96 249.614.58	99.85	249,614.58	0.71%		0.08
21687BH61	Rabobank Nederland NV NY Discount CP 1.900% Due 08/06/2018	500,000.00	02/01/2018 1.94%	495,223.61 499,050.00	99.81	499,050.00	1.42%	P-1 / A-1	0.10
Total Commercial Paper	rcial Paper	1,000,000.00	1.93%	990,485.07 998,279.93	1.93%	998,279.93 0.00	2.85% 0.00	P-1/A-1 F-1	0.09
Money Market Fund Fl	ot Fund Fi								
31846V203	First American Govt Obligation Fund	18,611.98	Various 1.50%	18,611.98 18,611.98	1.00	18,611.98	0.05%	Aaa / AAA	0.00
Total Money A	Total Money Market Fund Fl	18,611.98	1.50%	18,611.98 18,611.98	1.50%	18,611.98 0.00	0.05%	Aaa / AAA Aaa	0.00
Negotiable CD	GD								
06417GYU6	Bank of Nova Scotia Yankee CD 1.660% Due 09/21/2018	500,000,00	01/29/2018	498,870.72	99.77	498,870.72	1.44%	P-1 / A-1+	0.23
96121T6G8	Westpac Banking Corp Yankee CD 2.060% Due 11/01/2018	700,000.00	01/30/2018 2.06%	700,000.00	100.00	700,000.00	2.01%	P-1/A-1+	0.34
Total Negotiable CD	ble CD	1,200,000.00	2.03%	1,198,870.72 1,198,870.72	2.03%	1,198,870.72	3.45%	Aaa / AAA Aaa	0.29
Supranational	ial								
459058FA6	Intl. Bank Recon & Development Note 1.375% Due 03/30/2020	650,000.00	02/27/2017	645,060.00 645,060.00	97.88	636,213.50	1.82%	Aaa / AAA	1.75
4581X0CX4	Inter-American Dev Bank Note 1.625% Due 05/12/2020	480,000.00	04/05/2017	478,862.40 478,862.40	98.31	471,869.76	1.35%	Aaa / AAA	1.87
45950KCM0	International Finance Corp Note 2.250% Due 01/25/2021	205,000.00	01/18/2018	204,397.30	98.81	202,568.09	0.58%	Aaa / AAA	2.58
4581X0CN6	Inter-American Dev Bank Note 1.750% Due 04/14/2022	400,000.00	04/24/2018 2.92%	382,616.00 382,616.00	96.33	385,338.00	1.10%	Aaa / AAA	3.79
Total Supranational	tional	1,735,000.00	2.03%	1,710,935.70 1,710,935.70	2.65%	1,695,989.35 6,816.84	4.86% (14,946.35)	Aaa / AAA Aaa	2.35 2.26
US Corporate	e								
097014AM6	Boeing Capital Corp Callable Note Cont 7/15/18 2.900% Due 08/15/2018	160,000.00	05/02/2016 1.11%	166,408.00 166,408.00	100.02	160,033.76	0.46%	A2/A	0.13
89236TAY1	Toyota Motor Credit Corp Note 2.000% Due 10/24/2018	150,000.00	03/29/2016	152,460.00 152,460.00	99.84	149,756.70	0.43%	Aa3 / AA-	0.32
94974BFQ8	Wells Fargo Corp Note 2.150% Due 01/15/2019	300,000,00	Various 1.59%	304,455.80 304,455.80	99.67	299,003.10	0.86%	A2 / A-	0.55
30231GAP7	Exxon Mobil Corp Note 1.708% Due 03/01/2019	150,000.00	06/07/2016 1.32%	151,548.00 151,548.00	99.50 2.47%	149,244.45 854.00	0.43% (2,303.55)	Aaa / AA+ NR	0.67



| | Holdings Report

City of S	City of Solana Beach - Account #10471	Atomoviecim matematica in month sensitiva matematika matematika matematika matematika matematika matematika ma	od tresovanskanskanskanska	ZA POSE ZA WORK O USTO ON VICENA WIZE ZA VEZA ZA Z		Fort	he Month	For the Month Ending 6/30/2018	0/2018
diSib	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Warket Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Effeh	Waturity
30231GAD4	Exxon Mobil Corp Callable Note Cont 2/15/2019 1.819% Due 03/15/2019	160,000.00	04/19/2016	162,516.80 162,516.80	99.50	159,194.08	0.46%		0.71
91159HHH6	US Bancorp Callable Note Cont 3/25/2019 2.200% Due 04/25/2019	450,000.00	Various 1 71%	454,552.50	99.62	448,271.55	1.28%	A1 / A+	0.82
037833AQ3	Apple Inc Note 2.100% Due 05/06/2019	300,000.00	Various	306,734.80	99.69	299,081.70	0.86%	Aa1 / AA+	0.80
89236TDE2	Iš	150,000.00	05/17/2016	149,790.00	98.91	148,371.00		Aa3 / AA-	0.83
02665WBE0		225,000.00	10/07/2016	223,434.00	98.45	221,513.40		A2 / A+	1.03
594918BN3	بي ا	305,000.00	08/01/2016	304,685.85	98.43	300,215.16	0.86%	Aaa / AAA	1.1
06406HCW7	Z	500,000.00	Various 1 74%	508,003.60	99.46	497,294.00	1.43%	A4+	1.20
24422ETJ8		419,000.00	Various	416,207.35	98.15	411,267.36	1.18%	A2/A	1.08
36962G7M0		350,000.00	12/13/2016 2.06%	351,459.50	98.80	345,810.85	(4,333.99) 1.00% (5,648,65)	A2/A	1.53
89236TDU6	Iĕ	150,000.00	04/24/2017	150,154.50	98.28	147,419.55	0.42%	Aa3 / AA-	1.80
69353REP9	PNC Bank Callable Note 5/2/2020 2.300% Due 06/01/2020	450,000.00	06/07/2017	453,442.50	98.48	443,173.05	1.27%	A21A	1.92
437076BQ4	Home Depot Note 1.800% Due 06/05/2020	425,000.00	05/24/2017	424,753.50	98.20	417,355.53	1,19%	A2 / A	1.93
40428HPV8	HSBC USA Inc Note 2.750% Due 08/07/2020	200,000.00	05/18/2017	203,620.00	99.08	198,159.80	0.57%	A2/A	2.11
857477AS2	State Street Bank Note 2.550% Due 08/18/2020	400,000.00	Various 2.52%	401,010.00	99.19	396,742.40	1.14%	A1/A	2.14
02665WAZ4	American Honda Finance Note 2.450% Due 09/24/2020	200,000.00	02/07/2017 2.16%	201,980.00	98.74	197,476.80	0.57%	A2 / A+	2.24
74005PBP8	Praxair Note 2.250% Due 09/24/2020	400,000.00	04/25/2017	403,524.00	98.48	393,920.00	1.13%	A2 / A	2.24
44932HAB9	IBM Credit Corp Note 1.800% Due 01/20/2021	600,000,00	12/14/2017	591,738.00	96.90	581,406.00	1.67%	A1/A+	2.56
17275RBD3	Cisco Systems Note 2.200% Due 02/28/2021	500,000.00	03/28/2018	491,265.00	98.11	490,550.00	1.41%	A1 / AA-	2.67
22160KAJ4	Costco Wholesale Corp Note 2.150% Due 05/18/2021	500,000.00	Various 2.05%	501,777.00	97.81	489,050.50	1.40%	A1/A+	2.88
808513AW5	Charles Schwab Corp Callable Note Cont 4/21/2021 160,000.00 3.250% Due 05/21/2021	160,000.00	05/17/2018 3.25%	159,995.20 159,995.20	100.40	160,639.36	0.46%	A2 / A	2.89
68389XBK0	Oracle Corp Callable Note Cont 8/01/21 1.900% Due 09/15/2021	250,000.00	10/12/2017 2.11%	248,072.50 248,072.50	95.24 3.48%	238,104.75 1,398.61	0.68%	A1 / AA- A+	3.21

| Holdings Report

City of S	City of Solana Beach - Account #10471	ATTI NEGA NATORAN NATARAN PARKA KARBAN BAPATAN PARKA PARKA KARBAN BANGAN NATARAN PARKA KARBAN NATARAN NATARAN P				For	he Month	For the Month Ending 6/30/2018	30/2018
GUSIP	Security Description	Par Value/Units	urchase Bate Book Yield	Cost Value Book Value	Miki Price Miki YiTM	Market Value Accrued Int	% of Port. Gain/Loses	Moody/S&P	Waturity
89236TDP7	Toyota Motor Credit Corp Note 2.600% Due 01/11/2022	150,000.00	04/18/2018	147,382.50	97.95	146,927.25	0.42%	Aa3 / AA-	3.54
68389XBB0	Oracle Corp Callable Note Cont 3/15/2022 2.500% Due 05/15/2022	150,000.00	06/13/2018	146,086,50	97.37	146,057.70	(455.25) 0.42%	A1 / AA-	3.30
911312BC9	UPS Callable Note Cont 4/16/2022 2.350% Due 05/16/2022	400,000.00	04/10/2018	390,204.00	97.02	388,086.80	1.11%	A+ A1/A+	3.64
09247XAJ0		500,000.00	06/07/2018 3.20%	503,220.00 503,220.00	3.17% 100.77 3.16%	1,1/5.00 503,873.00 1,406.25	(2,117.20) 1.44% 663.00	Aa3 / AA-	3.66
Total US Corporate	porate	9,054,000.00	2.07%	9,070,481.40 9,070,481.40	2.90%	8,927,999.60	25.60% (142,481.80)	A1/A+ A+	2.01
US Treasury	À								
912828K82	US Treasury Note 1.000% Due 08/15/2018	450,000.00	05/24/2016	450,230.02	99.89	449,521.20	1.29%	Aaa / AA+	0.13
912828A34	Ω.	260,000.00	04/29/2016	262,418.06	1.83% 99.66	1,690.61	(708.82)	AAA Aaa / AA+	0.13
912828N63	- CO	500,000.00	05/18/2016	502,091.52	2.08%	275.27 497,187.50	(3,311.94)	AAA Aaa / AA+	0.41
912828TC4	US Treasury Note 1.000% Due 06/30/2019	260,000.00	04/21/2016	502,091.52 259,828.22 260,636,33	2.18%	2,594.96 256,546.94	(4,904.02)	AAA Aaa / AA+	0.53
912828543	US Treasury Note 0.750% Due 07/15/2019	500,000.00	10/03/2016	497,970.43	98.34	491,719.00	(3,281.28)	AAA Aaa / AA+	1.04
912828TN0	US Treasury Note 1.000% Due 08/31/2019	260,000.00	04/14/2016	260,183.68	98.38	255,785.14	0.73%	AAA Aaa / AA+	1.02
912828TR1	US Treasury Note 1.000% Due 09/30/2019	260,000.00	04/14/2016	260,051.65	98.25	255,439.86	(4,398.54) 0.73%	AAA Aaa / AA+	1.15
912828UB4		525,000.00	Various 1 01%	524,848.25	97.97	514,356.68	(4,611.79)	AAA Aaa / AA+	1.23
912828UF5	US Treasury Note 1.125% Due 12/31/2019	260,000.00	04/26/2016	259,320.40	98.02	444.67 254,850.70	0.73%	AAA Aaa / AA+	1.50
912828H52	US Treasury Note 1.250% Due 01/31/2020	450,000.00	05/18/2016	450,581.58	98.09	441,386.55	1.27%	AAA Aaa / AA+	1.59
912828M98	US Treasury Note 1.625% Due 11/30/2020	450,000.00	03/08/2017	445,606.98	97.76	439,910.10	1.26%	AAA Aaa / AA+	1.55
912828S27	US Treasury Note 1.125% Due 06/30/2021	200,000.00	06/28/2017	195,688.17	95.68	191,359.40	0.55%	AAA Aaa / AA+	3.00
912828T34	US Treasury Note 1.125% Due 09/30/2021	600,000.00	08/14/2017	586,923.89 586,923.89	95.28	571,663.80	1.64%	AAA Aaa / AA+	3.25
912828T67	US Treasury Note 1.250% Due 10/31/2021	400,000.00	08/30/2017	393,673.22	95.54	382,156.40	1.09%	Aaa / AA+	3.34
912828U81	US Treasury Note 2.000% Due 12/31/2021	700,000.00	01/30/2018 2.41%	689,226.56 689,226.56	97.78 2.67%	684,468.40 38.04	1.95% (4,758.16)	Aaa / AA+	3.51

| | Holdings Report

City of S	City of Solana Beach - Account #10471	0471		For the Month Ending 6/30/2018		Fort	he Month	For the Month Ending 6/30/2018	30/2018
eusip	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mki YTM	Market Value Accrued Int	% of Port. Gainfloss	Moody/S&P	Meturity
912828H86	US Treasury Note	550,000.00	08/15/2017	543,578.01	96.00	527,978.55	1.52%	Aaa / AA+	3.59
912828W55	US Treasury Note	700,000,00	Various	543,578.01	2.68%	3,441.30	(15,599.46)	AAA	3.43
0000000	1.875% Due 02/28/2022		2.03%	695,585.94	2.68%	4.386.89	1.95%	Aaa / AA+ AAA	3.67
917878716	US Treasury Note	600,000.00	09/15/2017	599,509.82	96.69	580,125.00	1.66%	Aaa / AA+	3.75
012828XD6	IS Transing Mata		1.77%	599,509.82	2.68%	2,639.34	(19,384.82)	AAA	3,58
0.17030310	1.750% Due 05/31/2022	725,000.00	Various	700,125.97	96.50	699,596.73	2.00%	Aaa / AA+	3.92
912828XM/F	IN Transition Nicko		%LQ:7	/00,125.97	2.70%	1,074.62	(529.24)	AA	3.75
0150507450	1.750% Due 06/30/2022	00.000,007	Various	725,751.95	96.41	723,105.75	2.06%	Aaa / AA+	4.00
			7.30%	725,751.95	2.70%	35.66	(2,646.20)	AAA	3.83
Total US Treasury	sury	9,400,000.00	1.65%	9,303,194.32 9,303,194.32	2.52%	9,156,740.12	26.19%	Aaa / AA+	2.51
									74.7
TOTAL PORTFOLIO	FOLIO	35,466,385.72	1.71%	35,395,015.50 35,402,810.36	2.55%	34,929,931.56	100.00%	Aa1/AA	1.83
TOTAL MARK	TOTAL MARKET VALUE PLUS ACCRUALS					35,066,089.17			

SECTION 4

Transactions





| Transaction Ledger

City of So	lana Beac	City of Solana Beach - Account #10471	nt #10471	ccount #10471			March 31,	2018 thro	2018 through June 30, 2018	0, 2018
Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	interest Pur/Sold T	Total Amount (Gain/Loss
ACQUISITIONS	KS.									
Purchase	04/12/2018	911312BC9	400,000.00	UPS Callable Note Cont 4/16/2022 2.35% Due: 05/16/2022	97.551	2.99%	390,204.00	3,812.22	394,016.22	0.00
Purchase	04/20/2018	89236TDP7	150,000.00	Toyota Motor Credit Corp Note 2.6% Due: 01/11/2022	98.255	3.10%	147,382.50	1,072.50	148,455.00	0.00
Purchase	04/26/2018	4581X0CN6	400,000.00	Inter-American Dev Bank Note 1.75% Due: 04/14/2022	95.654	2.92%	382,616.00	233.33	382,849.33	0.00
Purchase	05/22/2018	808513AW5	160,000.00	Charles Schwab Corp Callable Note Cont 4/21/2021 3.25% Due: 05/21/2021	99.997	3.25%	159,995.20	0.00	159,995.20	0.00
Purchase	05/30/2018	43814UAG4	135,000.00	Honda Auto Receivables 2018-2 A3 3.01% Due: 05/18/2022	99.998	3.03%	134,997.06	00.00	134,997.06	0.00
Purchase	05/31/2018	912828XW5	350,000.00	US Treasury Note 1.75% Due: 06/30/2022	96.590	2.64%	338,064.45	2,554.90	340,619.35	0.00
Purchase	06/07/2018	313379Q69	700,000.00	FHLB Note 2.125% Due: 06/10/2022	97.404	2.81%	681,828.70	7,313.54	689,142.24	00:00
Purchase	06/11/2018	09247XAJ0	500,000.00	Blackrock Inc Note 3.375% Due: 06/01/2022	100.644	3.20%	503,220.00	468.75	503,688.75	0.00
Purchase	06/15/2018	68389XBB0	150,000.00	Oracle Corp Callable Note Cont 3/15/2022 2.5% Due: 05/15/2022	97.391	3.21%	146,086.50	312.50	146,399.00	0.00
Purchase	06/29/2018	3135G0U35	700,000.00	FNMA Note 2.75% Due: 06/22/2021	100.185	2.68%	701,295.00	213.89	701,508.89	0.00
	Subtotal		3,645,000.00	_			3,585,689.41	15,981.63	3,601,671.04	0.00
TOTAL ACQUISITIONS	TIONS		3,645,000.00				3,585,689.41	15,981.63	3,601,671.04	0.00
DISPOSITIONS	S									
Call	06/25/2018	808513AJ4	250,000.00	Charles Schwab Corp Callable Note Cont 6/25/2018 2.2% Due: 07/25/2018	100.000	2.20%	250,000.00	2,291.65	252,291.65	-3201.50
Maturity	Subtotal 04/09/2018	3137EAEA3	250,000.00 475,000.00	FHLMC Note 0.75% Due: 04/09/2018	100.000		250,000.00 475,000.00	2,291.65 0.00	252,291.65 475,000.00	-3,201.50

City of Solana Beach - Account #10471	ana Beacl	h - Accoul	nt #10471	Solana Beach - Account #10471		March 31. 7	2018 thro	March 31, 2018 through June 30, 2018	2018
Transaction Type	Settlement Bate	CUSIF	Quantity	Security Description	AcqiDisp Price Yield	Атоит	Inferest Pur/Sold	Total Amount	eain/kess
Maturity	04/18/2018	3133EF3B1	250,000.00	FFCB Note 0.75% Due: 04/18/2018	100.000	00:00	8		340.00
Maturity	05/15/2018	857477AK9	160,000.00	State Street Bank Note 1.35% Due: 05/15/2018	100.000	160,000.00	0.00	160,000.00	-340.80
Maturity	05/18/2018	747525AG8	300,000.00	Qualcomm Inc Note 1.4% Due: 05/18/2018	100.000	300,000.00	0.00	300,000.00	-1453.80
Maturity	05/29/2018	06538CEV9	700,000.00	Bank of Tokyo Mitsubishi NY Discount CP 1.83% Due: 05/29/2018	99.375	700,000.007	00.00	700,000.00	0.00
Maturity	06/05/2018	3130A8EJ8	500,000.00	FHLB Note 0.85% Due: 06/05/2018	100.000	500,000.00	0.00	500,000.00	80.00
Maturity	06/15/2018	912828XF2	260,000.00	US Treasury Note 1.125% Due: 06/15/2018	100.000	260,000.00	0.00	260,000.00	-1382.12
Maturity	06/24/2018	166764AE0	150,000.00	Chevron Corp Callable Note Cont 5/24/2018 1.718% Due: 06/24/2018	100.000	150,000.00	00.00	150,000.00	-1564.50
	Subtotal		2,795,000.00			2,795,000.00	0.00	2,795,000.00	-2,876.47
TOTAL DISPOSITIONS	TIONS		3,438,477.12			3,438,477.12	6,716.96	3,445,194.08	-6,065.24



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Information contained herein is confidential. Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing

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Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

City of Solana Beach Cash and Investment Report September 30, 2017 (Amended*)

			_	Current		Cost	Market	Current		Quarter Interest	ži.	Fiscal Year to Date	
Type of				Stated	Percent of	Value	Value	Quarter		Earned	Inter	Interest Earned	
Investment	Custodian	Maturity		Yield	Portfolio	(Rounded)	(Rounded)	Yield		(Rounded)	<i>A</i>)	(Rounded)	
General Checking Account	Union Bank of California	On Demand	£	N/A	2.24%	\$ 821,499	\$ 821,499	N/A		N/A		N/A	
Payroll Account	Union Bank of California	On Demand	ε	N/A	%90.0	21,112	21,112	N/A		V/N		N/A	
Worker's Comp - Checking	Union Bank of California	On Demand	ε	N/A	0.02%	5,777	5,777	N/A		A/N		N/N	
Successor Agency - Checking	Union Bank of California	On Demand	€	N/A	0.65%	237,638	237,638	N/A		N/A		N/A	
Local Agency Investment Fund	State of CA	On Demand	ε	N/A	7 53%	2,768,615	2,767,539 (2)	0 92%	- 6	4,677		4,677	
Chandler Asset Management (CMA) Investment Portfolio	US Bank	1 to 3 years		N/A	85.91%	31,574,263	31,411,450 (5)	131%		110,564	(6,47)	110,564	(5)(3)
Public Agency Retirement Services (PARS) US Bank)) US Bank	Vaned		N/A	2.95%	1,084,813	1,169,229 (3)	2 46%	(8)	8,628	8	8,628	3
Wells Fargo Advantage Money Market 2006 Tax Alfocation Bonds (Cash with Fiscal Agent)	Wells Fargo Bank	Vaned		N/A	0.64%	236,182	235,883 (4)	%00.0	.0	299		299	
Blackrock Institutional Funds 2006 Sewer Revenue Bonds (Cash with Fiscal Agent)	Union Bank of California	Varied		N/A	%00 0	738	738 (4)	0 91%		1,118	eri dicitive many servicis	1,118	
	Total	Total Cash and Investir	tments		100.00%	\$ 36,750,637	\$ 36,670,865		69	\$ 125,286	es .	125,286	
(1) Funds may be withdrawn with (2) 24 hours notice	(2) Source Monthly Pooled Money Investment Account Market Valuation as reported by LAIF (if available)	oney Investment ed by LAIF	t Accou		⁹ Source: US Ba ⁹ Source fiscal i	(3) Source. US Bank Asset Summary (4) Source fiscal agent month-end statements		Source C Includes	(5) Source CMA statements (6) Includes accrued interest	ants arest	$^{\it o}$ Includ invest	(7) Includes realized investment gains/losses	ses

⁽⁸⁾ Quarter Yield as of Aug 17 PARS statement

i certify that this report accurately reflects all pooled investments and is in compliance with Government Code Section 53640-53646 as amended January 1, 1996. as well as the investment policy of the City of Solana Beach as approved annually by the City Council Furthermore, I certify that sufficient investment liquidity and anticipated revenues are available to meet the City's budgeted expenditure requirements for the next six months

81/h1/8 area

Approved by Marie Marron Berkuti Finance Manager/Treasurer

Prepared by Catherine Wong Accountant *Amended to correct Chandler Asset Management (CMA) Investment Portfolio "Quarter Interest Earned" and "Fiscal Year to Date Interest Earned" amounts

December 31, 2017 (Amended*) Cash and Investment Report City of Solana Beach

										Quarter	Fis	Fiscal Year	
			•	Current		Cost	Market	Current	ñ	Interest		to Date	
Type of				Stated	Percent of	Value	Value	Quarter	ē	Earned	Inter	Interest Earned	
Investment	Custodian	Maturity		Yield	Portfolio	(Rounded)	(Rounded)	Yield	į	(Rounded)	<i>t)</i>	(Rounded)	
General Checking Account	Union Bank of California	On Demand	(1)	N/A	2 10%	\$ 799,183	\$ 799,183	N/A		N/A		N/A	
Payroll Account	Union Bank of California	On Demand	ε	N/A	%20.0	25,411	25,411	N/A		N/A		N/A	
Worker's Comp - Checking	Union Bank of California	On Demand	ε	N/A	0.10%	36,564	36,564	N/A		N/A		N/A	
Successor Agency - Checking	Union Bank of California	On Demand	€	N/A	0.63%	237,638	237,638	N/A		N/A		N/A	
Local Agency Investment Fund	State of CA	On Demand	8	N/A	%29.6	3,673,292	3,672,216 (2)	, 1 20%	,0	2,697		7,374	
Chandler Asset Management (CMA) Investment Portfolio	US Bank	1 to 3 years		N/A	83.34%	31,673,201	31,365,319 (5)	1.38%	√6	120,523	(2)(9)	231,087	(6)(7)
Public Agency Retirement Services (PARS) US Bank	S) US Bank	Varied		N/A	4 10%	1,558,657	1,646,429 (3)	, 2 66%	(g) 0	40,956	3	49,584	6
Wells Fargo Advantage Money Market 2006 Tax Allocation Bonds (Cash with Fiscal Agent)	Wells Fargo Bank	Varied		A/A	0.00%	0	(4)	0.00%	~ 9	343		642	
Blackrock Institutional Funds 2006 Sewer Revenue Bonds (Cash with Fiscal Agent)	Union Bank of California	Varied		€/ Ž	%00 0	-	<u>4</u>	0.00%	,,	4		1,122	
(NORTH NORTH	Total	Total Cash and Investn	stments		100.00%	\$ 38,003,947	\$ 37,782,761		·ν	\$ 164,522	co	289,809	
(i) Funds may be withdrawn with 24 hours notice	(2) Source: Monthly Pooled Money Investment Account Market Valuation as reported by LAIF (if available)	oney investmen ed by LAIF	t Accou		Source. US Ba Source: fiscal	(3) Source. US Bank Asset Summary (4) Source. fiscal agent month-end statements		(5) Source CMA statements (9) Includes accrued interest	SMA state accrued i	ments nterest	(7) Incluc	(7) Includes realized investment gains/losses	s S

Leertify that this report accurately reflects all pooled investments and is in compliance with Government Code Section 53640-53646 as amended January 1, 1996, as well as the investment policy of the City of Solana Beach as approved annually by the City Council.

Furthermore, I certify that sufficient investment liquidity and anticipated revenues are available to meet the City's budgeted expenditure requirements for the next six months

Finance Manager/Treasurer Approved by: Marie Marron Berkuti

Prepared by: Catherine Wong Accountant

*Amended to correct Chandler Asset Management (CMA) Investment Portfolio "Quarter Interest Earned" and "Fiscal Year to Date Interest Earned" amounts

⁽⁸⁾ Quarter Yield as of Aug 17 PARS statement

Cash and Investment Report March 31, 2018 (Amended*) City of Solana Beach

										G	Quarter	Fi	Fiscal Year	
				Current		Cost		Market	Current	=	Interest		to Date	
Type of				Stated	Percent of	Value		Value	Quarter		Earned	Inte	Interest Earned	
Investment	Custodian	Maturity		Yield	Portfolio	(Rounded)		(Rounded)	Yield	(R	(Rounded))	(Rounded)	
General Checking Account	Union Bank of California	On Demand	€	N/A	0.94%	\$ 378,871	r. s	378,871	N/A		N/A		N/A	
Payroll Account	Union Bank of California	On Demand	€	N/A	0.05%	21,672	Ņ	21,672	N/A		N/A		N/A	
Worker's Comp - Checking	Union Bank of California	On Demand	3	A/N	%90:0	23,952	Ŋ	23,952	A/N		N/A		N/A	
Successor Agency - Checking	Union Bank of California	On Demand	ε	N/A	1.30%	527,681	81	527,681	N/A		N/A		N/A	
Local Agency Investment Fund	State of CA	On Demand	ε	N/A	6.61%	2,675,989	88	2,674,912 (2)	1.51%		12,275		19,649	
Chandler Asset Management (CMA) Investment Portfolio	US Bank	1 to 3 years		N/A	87.16%	35,278,321	21	34,819,035 (5)	2.34%		114,861	(4)(7)	345,948	(6)(7)
Public Agency Retirement Services (PARS) US Bank	3) US Bank	Varied		A/A	3.87%	1,565,343	43	1,632,376 (3)	. 0 70%	(8)	9,094	(4)	58,678	(2)
Wells Fargo Advantage Money Market	Wells Fargo Bank	Varied		A/A	%00'0	1,697	97	1,697 (4)	0.00%	ļ	5		647	
KDA Refunding Bond Series 2017	(Cash with Fiscal Agent) Total	int) Total Cash and Investments	tments		100.00%	\$ 40,473,526	11	\$ 40,080,196		S	136,235	w	424,921	
(1) Funds may be withdrawn with 24 hours notice	(2) Source. Monthly Pooled Money Investment Account Market Valuation as reported by LAIF (if available)	oney investment ed by LAIF	Accou		(3) Source: US Bank Asset Summary (4) Source fiscal agent month-end statements.	ink Asset Sun agent month-	ımary end statı		⁽⁵⁾ Source: CMA US Bank statements ⁽⁶⁾ Includes accrued interest	US Bank s ued intere:	statements st	(7) Incluinves	(i) Includes realized investment gains/losses	ses

⁽⁶⁾ Quarter Yield as of Feb 18 PARS statement

I certify that this report accurately reflects all pooled investments and is in compliance with Government Code Section 53640-53646 as amended January 1, 1996, as well as the investment policy of the City of Solana Beach as approved annually by the City Council.

Furthermore, I certify that sufficient investment liquidity and anticipated revenues are available to meet the City's budgeted expenditure requirements for the next

Approved by Marie Marron Berkuti Finance Manager/Treasurer

Prepared by: Catherine Wong Accountant

"Amended to correct Chandler Asset Management (CMA) Investment Portfolio "Quarter Interest Earned" and "Fiscal Year to Date Interest Earned" amounts



STAFF REPORT CITY OF SOLANA BEACH

TO: FROM:

Honorable Mayor and City Councilmembers

Gregory Wade, City Manager

MEETING DATE:

August 22, 2018

ORIGINATING DEPT:

Finance

SUBJECT:

Council Consideration and Discussion of Nexus Report and Proposed Fire Mitigation and Park Development

Impact Fees Calculation

BACKGROUND:

The City of Solana Beach (City) retained Revenue and Cost Specialists (RCS) to review and update its Fire Mitigation Fee and Park Development Fee. In the late 1980's, a Fire Mitigation Fee was adopted by the City to fund the expansion of fire protection facilities and equipment (Ord. 64 § 1, 1988; 1987 Code § 10.08.040). The City's Park Development Fee was originally established by San Diego County and the City carried forward the fee when it incorporated in 1986. Since then, both fees have not been adjusted for changing demographics, infrastructure needs or inflation.

This item is before Council for consideration and discussion of the proposed 2018 Development Impact Fee (DIFs) Nexus and Calculation Report (Attachment 1) and to provide direction to Staff as to the next steps.

DISCUSSION:

The intent for the review of the City's Fire Mitigation Fees, found in Solana Beach Municipal Code Section 3.20, and the Park Development Fee, that is currently listed on the City's Schedule of Fees as Service Code Numbers S-126, was to update the fees to adjust for current and projected economic conditions and infrastructure needs in the City.

The Development Impact Fee Calculation and Nexus Report (Nexus Report) has determined that the proposed Fire Mitigation Impact Fee and Park Impact Fees will replace the City's current Fire Mitigation Fees and Park Development Fee.

COUNCIL ACTION:

The City's current Fire Mitigation fee is calculated as follows:

TYPE OF CONSTRUCTION	TOTAL AREA		FEE PER SQ. FT. (GROSS)	FIRE MITIGATION FEE
NON-RATED BUILDINGS AND STRUCTURES			\$0.16	\$
FIRE- RESISTANT CONSTRUCTION (PER CBC)		X	\$0.11	\$
STRUCTURES WITH A FIRE SPRINKLER SYSTEM		Х	\$0.05	\$

Calculation shall be based on the gross floor area which is in excess of the gross floor area of the existing structure.

The City currently collects approximately \$150 for a new 3,000 square foot single family residence that has sprinklers. The City's current Park Improvement fee is a flat fee of \$600 per vacant lot per planning application.

The premise on which impact fees are based is that new development should pay for its share of the cost of adding the facilities necessary to accommodate its own demands from growth. The cost of projects needed to support growth are partially financed with impact fees based on some measurement of a development's impact on future needs. Impact fees are not intended to be used for operational expenses or to pay for capital improvements to eliminate an existing deficiency or shortfall.

In California, the Mitigation Fee Act (the "Act") and applicable law authorize cities to collect DIFs to off-set impacts from a new development project. The Act allows the city to impose DIFs for the purpose of defraying all or part of the costs of public facilities related to a new development. Without such mitigation, the increased demand for public facilities resulting from new development would cause the quality of a community's public services to decline. DIFs must have a reasonable relationship to the impact of the development project upon public services/facilities. If the City charges more, then such a fee may be regarded as a special tax.

Under the Act, cities may impose DIFS upon new development for "public facilities." Such facilities are defined as public improvements, public services, and community amenities. This rather broad language, however, is restricted by Government Code § 65913.8 which states that a DIF "may not include an amount for the maintenance or operation of an improvement." "Facilities" and "improvements" are also defined elsewhere in the Act to include, without limitation, "public buildings" and "[a]ny other capital project identified in the capital facilities plan." It is important to restate that DIFS cannot be used for employee salaries, fringe benefits, ongoing supplies and/or services.

The development impact cost calculations within the Nexus Report are intended to identify the cost of accommodating continued development in such a fashion as to safeguard the existing Levels of Service (LOS) currently enjoyed by the City's existing residents and businesses. The development impact cost calculations identified in this Nexus Report could then be formalized into a DIF schedule by City Council action.

RCS worked with City Staff on data collection, projection, analysis and discussion for determining the DIFs. Information was gathered from the General Plan, California Fire Incident Reporting System, and the City's Comprehensive Annual Financial Report. Solana Beach's General Plan was last updated in 2015 and provides pertinent information about the City's land use inventory, projections, goals and policies. The General Plan identified the different land use categories, as each one has its own level of impact on the community. Goals and policies within the General Plan were used to determine the City's growth potential and required levels of service. RCS also reviewed zoning maps, master plans, master facilities plans and capital improvement plans in calculating the impact fees.

RCS then held meetings with department representatives to further review further the current and future needs of the City. City Staff provided supporting documents to reaffirm land use data, determine current levels of service, project future fire service needs and costs, and identify open space needs.

The Nexus Report has reasonably determined that new development within the City will require an additional \$1,077,236 in fire suppression/rescue facilities, vehicles and equipment, \$4,965,987 in park acquisition and park infrastructure development and \$459,729 in dedicated public use facilities over the next seventeen years to 2035, consistent with the City's General Plan. While this calculation establishes 100% of the cost mitigation from new development, it is City Council policy which adopts and sets the fee amount.

Figure 1 below shows the existing, potential development and total development by land use category. Residences are measured in units, hotels by keyed rooms and businesses by square feet. For the City of Solana Beach, Figure 1 below presents General Plan Build-Out, of 7,394 private residences, 234 keyed hotel rooms and 7.2 million square feet of business space. The Nexus Report projects the City's population to grow by 1,861 residents, to a projected population of 15,739 by 2035.

Figure 1: Land Use Database Build-Out Projections

City of Solana Beach	Existing	Development	Potential	Development	Total General	Plan Build-out
Land-Use Database	Acres	# Units/Sq Ft	Acres	# Units/Sq Ft	Acres	# Units/Sq Ft
Detached Dwellings (units)	643.89	3,150	207.31	557	851.20	2,287
Attached Dwellings (units)	359.20	3,464	19.70	223	378.90	4,289
Hotels/Motels (keyed rooms)	2.90	200	0.50	34	3.40	234
Commercial/Service (sq.ft)	138.49	2,706,379	2.71	53,008	141.20	2,759,387
Office/Professional (sq.ft)	27.20	829,382	1.00	30,492	28.20	859,874
Light Industrial (sq.ft)	22.59	688,816	0.41	12,500	23.00	701,316
Public/Institutional Uses (sq. ft)	73.46	2,879,777	0.94	37,000	74.40	2,916,777
Total Dwelling Units	1,003.09	6,614	227.01	780	1,230,10	7,394
Total Lodging Keyed Rooms	2.90	200	0.50	34	3.40	234
Total Business Square Feet	261.74	7,104,354	5.06	133,000	266.80	7,237,354

At build-out, when all such land is developed, \$6.5 million in public safety and quality of life capital improvement projects are needed to support new development as detailed in Figure 2 below.

Figure 2. Needed Infrastructure for New Development

Infrastructure Type	Total – All Projects
Fire Suppression/Rescue Facilities, Vehicles and Equipment	\$1,077,236
Park Land Acquisition/Park Improvements	\$4,965,987
Dedicated Public Use Facilities	\$459,729
Total – All Proposed Projects	\$6,502,952

The needed infrastructure cost calculation for new development of \$1,077,236 for Fire Suppression/Rescue Facilities, Vehicles and Equipment can be found at Schedule 3.1 on page 26 of the Nexus Report. The needed infrastructure cost calculation for new development of \$4,965,987 in park acquisition and park infrastructure development and \$459,729 in dedicated public use facilities is calculated as shown in the Cost Calculation Table below.

Cost Calculation Table

Park Land Acquisition /Park Improvements	Table 2-1 Potential Dev	Schedule 4.1 Total Park Cost	
Detached Dwellings (units)	557	\$6,913	\$3,850,541
Attached Dwellings (units)	223	\$5,002	\$1,115,446
			\$4,965,987

Public Use Facilties	Table 2-1 Potential Dev	Schedule 5.1 Public Use Facilities	_
Detached Dwellings (units)	557	\$640	\$356,480
Attached Dwellings (units)	223	\$463	\$103,249
			\$459,729

Table 2-1, Detailed Land Use Inventory, can be found on page 9 of the Nexus Report, and Schedules 4.1 and 5.1, both reporting Development Impact Cost Calculations, can be found on pages 36 and 41, respectively, of the Nexus Report.

The final step is to determine the appropriate development impact fee which would proportionally be imposed upon new development. Figure 3 on the following page are the recommended development impact fees that would be needed to collect \$1.1 million in fire suppression/rescue facilities, vehicles and equipment; \$5.0 million in park land acquisition/park improvements; and \$0.5 million in dedicated public use facilities.

Figure 3. Proposed Development Impact Fees

Land-use Category	Fire Suppression & Rescue Facilities	Park Land and Park Improvements	Dedicated Public Use Facilities	Development Impact Fee Total Per Unit or Square Feet		
	Schedule 2.2	Schedule 4.1	Schedule 5.1			
Calculated Development Impact Costs						
Detached Dwellings (units)	\$1,611	\$6,913	\$640	\$9,164	per Unit	
Attached Dwellings (units)	\$494	\$5,002	\$463	\$5,959	per Unit	
Hotels/Motels (keyed rooms)	\$1,392	No Fee	No Fee	\$1,392	per Unit	
Commercial/Service (sq.ft)	\$0.220	No Fee	No Fee	\$0.220	per S.F.	
Office/Professional (sq.ft)	\$0.220	No Fee	No Fee	\$0.220	per S.F.	
Light Industrial (sq.ft)	\$0.010	No Fee	No Fee	\$0.010	per S.F.	
Public/Institutional Uses (sq. ft)	\$0.090	No Fee	No Fee	\$0.090	per S.F.	
Exist Resi/Remodel (incl. Bedroom)	\$0.62	\$18.54	\$1.72	\$20.87	per S.F.	
Exist Resi/Remodel (no Bedroom)	\$0.62	No Fee	No Fee	\$0.62	per S.F.	

Next Steps

The attached Nexus Report and the information contained in this Staff Report is a first look at newly proposed Fire Mitigation and Park DIFs. At this time, the Nexus Report is being presented to Council for discussion purposes. Staff will be taking the Nexus Report to the Budget and Finance Commission at the end of August for their review and input.

After input from the Council and Budget and Finance Commission, it is expected that Staff will return to the City Council for further discussion of the Nexus Report and its recommended Fire Mitigation and Park DIFs and/or to conduct a public hearing for Council to formally consider the DIFs for adoption.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

The Nexus Report calculates approximately \$6.5 million in DIFs revenue to support future development. Such revenues must be deposited in separate dedicated accounts, and the Act requires specific accounting and reporting procedures. School Districts charge separate DIFs in accordance with California law. While the City collects such fees on behalf of the School Districts, it does not have authority to alter those fee amounts. The Nexus Report presents to the City the maximum impact fee reasonably calculated, and that the City Council may adopt fees which are lower, but not higher.

WORK PLAN:

Fiscal Sustainability

OPTIONS:

Provide direction to Staff about fee study and alternatives.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council review the Nexus Report (Attachment 1) prepared by RCS and provide direction to Staff as to the next steps.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.

Gregery Wade, City Manager

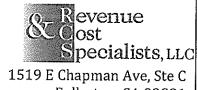
Attachments:

1. 2018 Development Impact Fee (DIFs) Nexus and Calculation Report for the City of Solana Beach



2018 Development Impact Fee (DIFs) Nexus and Calculation Report for the City of Solana Beach





Fullerton, CA 92831 (714) 992-9020

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July 2, 2018

Honorable Mayor and City Council via Greg Wade, City Manger City of Solana Beach 635 South Highway 101 Solana Beach, CA 92075

RE: 2018 Development Impact Fee (DIFs) Nexus and Calculation Report

Honorable Mayor, Council and City Manager Wade:

This 2018 Development Impact Fee (DIFs) Nexus and Calculation Report provides the City of Solana Beach with the analysis and findings necessary to adopt impact fees that are imposed on new development. Revenue & Cost Specialists was contracted to provide the technical expertise in identifying the capital additions necessary to preserve the existing Levels of Service currently offered to and enjoyed by the existing community from the diminution of those existing LOS due to the addition of new residential and business development in Solana Beach and calculate the DIFs necessary to fund those required projects.

The proposed DIF will update the City's existing Fire Mitigation Fee and Park Impact Fee, which were adopted in the 1980s. The DIFs contained herein calculate only the costs of infrastructure required to support services provided only by the City of Solana Beach. They do not include development impact fees imposed by the school district(s) or any other government agency.

Chapter 1 discusses the background and introduction of the report. Chapter 2 summarizes the demographics and findings. Solana Beach has 15.5% of total private acres that is potentially developable land. At build-out, when all such land is developed, \$6.5 million in public safety and quality of life capital improvement projects are needed to support the new development. Schedule 2.1 at the end of Chapter 2 proposes development impact fees which will recover such costs. Chapters 3-5 provides comprehensive analysis of the City's three development impact fees.

The following management worked with RCS to generate the information and data critical in developing the DIF. Without their historical knowledge and willingness to provide the best data available, this Report could not have been completed to the degree of accuracy that it has.

Marie Berkuti – Finance Manager/Treasurer Joseph Lim – Community Development Director Mike Stein – Encinitas Fire Chief

The *Development Impact Fee Calculation and Nexus Report* is submitted for your review and consideration. RCS is prepared to assist in increasing the Council's and community's understanding of this very significant part of the City's revenue structure.

Sincerely,

SCOTT THORPE

Senior Vice President

CHU THAI Vice President

CITY OF SOLANA BEACH 2018-19 DEVELOPMENT IMPACT FEE (DIFS) NEXUS AND CALCULATION REPORT

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Commonly Used Report Acronyms and AKA's
Development Impact FeeDIF
Government Code §66000
Geographical Information SystemGIS
Level of ServiceLOS
State Department of Finance
Thousand Square FeetKSF

INTRODUCTION

The City of Solana Beach (City) retained Revenue and Cost Specialists (RCS) to review and update its Fire Mitigation Fee and Park Impact Fee. In the late 1980's, a Fire Mitigation Fee was adopted by the City to fund the expansion of fire protection facilities and equipment (Ord. 64 § 1, 1988; 1987 Code § 10.08.040). The City's Park Impact Fee was originally established by San Diego County and the City carried forward the fee when it incorporated in 1986. Since then, both fees have not been adjusted for changing demographics, infrastructure needs or inflation.

RCS worked with City staff on data collection, projection, analysis and discussion for updating the DIFs. Information was gathered from the General Plan; California Fire Incident Reporting System; and Comprehensive Annual Financial Report. Solana Beach's General Plan was last updated in 2015 and provides pertinent information about the City's land use inventory, projections, goals and policies. The General Plan identified the different land use categories, as each one has its own level of impact on the community. Goals and policies within the General Plan were used to determine the City's growth potential and level of service. RCS also look at zoning maps, master plans, master facilities plans and capital improvement plans in calculating the impact fees.

RCS held meetings with department representatives to identify the current and future needs of the City. City staff provided supporting documents to reaffirm land use data, determine current level of services, project future fire service needs and costs, and identify open space needs.

This Development Impact Fee Calculation and Nexus Report (Report) has reasonably determined that new development within the City will require an additional \$1,077,236 in fire suppression/rescue facilities, vehicles and equipment, \$4,981,809 in park acquisition and park infrastructure development and \$459,729 in dedicated public use facilities. While this calculation establishes 100% of the cost mitigation from new development, it is City Council policy which adopts and sets the fee amount.

BACKGROUND ON IMPACT FEES

The premise on which impact fees are based is that development should pay for the cost of adding the facilities necessary to accommodate its own demands from growth. The cost of projects needed to support growth are financed with impact fees based on some measurement of a development's impact on future needs. Impact fees are not intended to be used for operational expenses or to pay for capital improvements to eliminate an existing deficiency or shortfall.

Early water/wastewater fees were called capital recovery or expansion fees, and impact fees have also been referred to as system development charges, service availability charges, facility fees and exaction fees. This Report will prefer to use impact fees from this point forward. Municipal governments throughout the United States have established impact fees for sewer, water, solid waste, storm drains, transportation, parks, recreation, general government facilities, affordable housing, schools, police and fire.

In California, the Mitigation Fee Act (the "Act") and applicable law authorize cities to collect Development Impact Fees (DIFs) to off-set impacts from a development project. The Act allows the city to impose DIFs for the purpose of defraying all or part of the costs of public facilities related to a new development. Without such mitigation, the increased demand for public facilities resulting from new development would cause the quality of a community's public services to decline. DIFs must have a reasonable relationship to the impact of the development project upon public services/facilities. If the City charges more, then such a fee may be regarded as a special tax.

Under the Act, cities may impose DIF upon new development for "public facilities." Such facilities are defined as public improvements, public services, and community amenities. This rather broad language, however, is restricted by Government Code § 65913.8 which states that a DIF "may not include an amount for the maintenance or operation of an improvement." "Facilities" and "improvements" are also defined elsewhere in the Act to include, without limitation, "public buildings" and "[a]ny other capital project identified in the capital facilities plan." It is important to restate that DIF cannot be used for employee salaries, fringe benefits ongoing supplies and services.

The development impact cost calculations within this Report are intended to identify the cost of accommodating continued development in such a fashion as to safeguard the existing Levels of Service (LOS) currently enjoyed by the City's existing residents and businesses. The development impact cost calculations identified in this report could then be formalized into a Development Impact Fee schedule by City Council action.

THE IMPORTANCE OF CAPITAL INFRASTRUCTURE

The Levels of Service (LOS) of any one City infrastructure is based upon (or limited) by the capacity of that infrastructure to support the City's residents or businesses. The design of any municipal project has a finite capacity and thus enjoyment by the citizens and business community. Taken to an extreme, if the City owned but one picnic table or one sports field, each would be incapable of meeting the recreational demands of the City's 13,000 plus population. An adequate and sufficient offering of recreation offerings would be impossible without an adequate and sufficient inventory of recreational-based infrastructure.

Good municipal service takes a balance of staff and infrastructure. However, make no mistake about it, the amount of and complexity of any infrastructure defines (in part or all)

of that infrastructures Level of Service (LOS). This makes the one-time DIF financing of any City's infrastructure that much more important. It takes a balance to accommodate development with the inventory of recreational opportunities within the City's desired standard. The importance of having a properly calculated and documented DIF schedule in order to accommodate development-related demands cannot be over-stated.

CALCULATION OF DEVELOPMENT IMPACT FEES

In California, State legislation sets certain legal and procedural parameters for the charging of these fees. This legislation was passed as AB1600 by the California Legislature and is now codified as California Government Code Sections 66000 through 66009. This State law went into effect on January 1, 1989.

Government Code §66000 requires documentation of projects to be financed by Development Impact Fees prior to their levy and collection, and that the monies collected actually be committed within five years to a project of direct benefit to the development which paid the fees. Many states have such controlling statutes. Specifically, California Government Code §66000 requires the following process:

- ✓ Delineation of the **PURPOSE** of the fee.
- ✓ Determination of the **USE** of the fee.
- ✓ Determination of the **RELATIONSHIP** between the use of the fee and the type of development paying the fee.
- ✓ Determination of the relationship between the **NEED** for the facility and the type of development project.
- ✓ Determination of the relationship between the **AMOUNT** of the fee and the COST of the portion of the facility attributed to the specific development project.

This Report, with some additions, utilizes the basic methodology consistent with the above requirements of Government Code §66000. The following steps were undertaken in the calculation of DIFs for the City:

1. Review the Land use map and determine the existing mix of land uses and amount of undeveloped and developed land. The magnitude of growth and its impacts can thus be determined by considering this land use data when planning needed infrastructure. This inventory can be found in Table 2-1 in Chapter 2.

¹ *Committed* does not mean *expended*. Council merely need only restate that an amount of impact fee receipts are still committed to a particularly identified infrastructure project.

- 2. <u>Define the level of service</u> desired within the General Plan area for each project or acquisition identified as necessary. In most cases this would be the de facto or existing standard, or as in the case with Solana Beach, a standard based within the City's General Plan.
- 3. <u>Identify all additions to the capital facilities</u> or equipment inventory necessary to maintain the various identified levels of service in the area and accommodate new development, through General Plan build-out. Then, determine the cost of those capital additions.
- 4. <u>Identify a level of responsibility</u>, which is the relative need for the facilities or equipment necessary to accommodate "growth" as defined, and as opposed to current needs.
- 5. <u>Distribute the costs identified</u> as a result of development growth on a basis of land use. Costs are distributed between each land use based on their relative use, or nexus, of the capital system.

PROPORTIONAL USE

1

A helpful component of this Report is the proportional analysis of the infrastructure needs required to accommodate continued development of the City as compared to the existing infrastructure that has been generated through years of taxes and other contributions and currently serves the existing community. This proportional analysis is intended to match the City's desired level of service of new development, with that of the de-facto, or actual level of service provided to the existing community. The inclusion of the proportional analysis will assist the City Council in adopting a DIF structure that is equitable to existing and future development.

To date, RCS has identified 23 categories of facilities that can be financed by impact fees, while there are no doubt municipalities could creatively devise others. Below are what RCS identified, and the preferred units of impact.

- $oxdit{oxdit}$ Streets and thoroughfare facilities traffic generation rates
- ☑ Traffic control facilities traffic generation rates
- ☑ Bridges traffic generation rates
- ☑ Utility undergrounding number of meters/service connections
- ☑ Street lighting traffic generation rates
- ☑ Street trees and median landscaping traffic generation rates
- ☑ Parks and recreation facilities population
- ☑ Other Public facilities (city hall, civic center) acreage
- ☑ Law enforcement facilities, equipment, and training responses
- ☑ Fire protection facilities, equipment, and training incidents

- ☑ Solid-waste collection equipment waste generation rates
- ☑ Solid-waste disposal facilities waste generation rates
- ☑ Low- and moderate-income housing local agency policy
- ☑ Historical preservation and cultural facilities population
- ☑ Harbors, ports, and airports modal transportation generated
- ☑ Public art, museums, and cultural resources population
- ☑ Mass transit facilities and equipment traffic generation rates
- ☑ Day-care facilities square footage of commercial/industrial
- ☑ Water treatment and distribution facilities usage
- ☑ Wastewater collection and treatment facilities usage
- ☑ Reclaimed water treatment and distribution facilities usage
- ☑ Storm drainage facilities runoff coefficient/impervious area
- ☑ Electric generation and distribution facilities usage

Many agencies have resorted to devising impact fees that have a questionable relationship to the impact of growth on needed facilities. The following fees are <u>not</u> impact fees and should be questioned if they are characterized as such.

- Ad-Valorem Fees (Based on Value) Any impact fee that is based on the appraised value or estimated construction cost is probably a tax rather than a fee. However, the fees (or tax) may be valid due to state or local legislation. The taxes may also have been grandfathered or adopted prior to limiting legislation.
- Front Footage Fees Impact fees based on the lineal footage of property bordering on a facility such as a street or sewer line may not be valid. Front footage fees may be valid for reimbursement of previous construction but are not appropriate for impact fees.
- Involving On-going Operational Costs Impact fees collected and deposited into the general fund or used for operations are questionable. Impact fees that are not tied to a capital improvement plan, capital projects list or master facility plan may not be valid.
- Flat Rates Uniform, single-value impact fees for all uses (residential and commercial/industrial) would seldom be valid for impact fees.
- Illogical Impact Indicator or Factor Impact fees that are calculated on a factor that does not make sense are probably invalid. Traffic- signal impact fees based on population or water impact fees based on parcel size (regardless of use) may indicate invalid fees.

- Impact-Fee Calculations that Don't Exist Some communities simply establish impact fees based on the average or typical fees charged by adjacent communities. Such fees are not based on impact but are solely market-driven decisions that have no relationship to needed facilities.
- ☑ Curing Existing Shortfall or Condition Impact fees that are used to correct existing infrastructure problems are not valid. That is not to say that a project may not benefit both existing and new residents. In the latter case, impact fees should be used only in direct proportion to the benefits realized by future growth.
- Monies Not Used for Stated Purposes Impact fees may be used only for the facility and system for which they were imposed, calculated and collected. Impact fees collected for one purpose (e.g., traffic signals) should not be used for another purpose (e.g., water treatment and distribution). Monies collected for different types of impact fees are to be deposited in separate accounts. When the monies are needed they may be transferred into the appropriate capital fund.

Impact fees must be proportional to the impact of each development on the need to construct additional or expanded facilities. The fees do not have to recover the full cost, but if the fees are reduced by a percentage from the full cost, the percentage reduction should apply evenly to all types of developments. If the City's fire station is inadequate in serving current demand, the use of fire impact fee can only be used for the expansion of the facility to meet future demands. However, the city may adopt policy which commits other funding sources to improve current facilities to a higher standard.

Development Impact fees must be used to serve the general area in which such fees were collected. Within a city where multiple DIF geographic areas are identified, fees collected within one area should serve that area. Solana Beach's limited size generally excludes it from this requirement.

The method of calculating impact fees should be capable of being reconstructed. If the recalculation of the fee cannot reproduce the original fee, the calculation method may be flawed.

Since the total development impact fee collected could take more than ten years, it is fair to recognize current and future standards may be affected. If, at population build out, the City was to collect enough fire impact fees to expand the fire station by 2,000 square feet, it is impractical to expand the facility by 200 square feet when only 10% of the impact fees are collected. At that time, the population has increased by 10%, and this "temporary overcapacity" is considered an inconvenience until enough DIFs have been collected for a practical expansion back up to the original standard.

In addition to the land use assumptions contained in the next Chapter of this Report, other important assumptions of this study include the following:

Land Acquisition Costs. Land acquisition cost estimates have been developed after discussions with City officials over recent acquisitions or current negotiations. Arguments for higher or lower costs can be made; however, the herein contained per acre amounts appear to be the most appropriate current figure for the purposes of this study. Land costs make up a significant portion of the park related fees. Solana Beach city staff provided RCS with information regarding recent 28,978 square foot land acquisition at a cost of \$2.8 million. The result is a substantial \$96.63 per square foot and indicative of the supreme lack of vacant parcels within the City's limits. Land costs included in this Report will be a derivation of this information.

Financing Costs. Such costs may be included in the project costs where debt financing was required due to the immediacy of the need for the facility or infrastructure to show the full costs of such facility or infrastructure and insure that new development also pays its "fair share" of these costs. Financing should only be included for facilities where, based upon staff's estimate, the immediacy of need for the facility requires debt financing. Or in the alternative, should financing be entered into on a facility, the impact fees should be recalculated to reflect those actual costs. In such cases, the debt service payments would be discounted to today's cost to account for the diminishing value of the dollar and would be in keeping with the cost methodology used in this study to show projects in current costs. To consider the face value of bond payments when determining costs, on the other hand, would be inaccurate as it would treat the value of a dollar today the same as the value of a dollar twenty years from now. Such an approach would tend to overvalue the costs of debt service requirements and therefore cause an agency to overcharge on its DIFs.

ACCOUNTING FOR IMPACT FEES

Once the impact fees have been implemented, there is a need to provide accurate accounting or tracking of the fees collected and the use of those fees. California's AB 1600 requires fees to be expended, or committed, within five years of their collection.

Many impact fees are generally paid before construction begins. The money must be accounted for in special interest-bearing accounts, with a separate fund each type of impact fee (fire, park, etc.). Cities must provide an annual report on each of the impact fee, showing the source and amount of revenues, as well as the improvements financed with the revenue.

For the fifth fiscal year following the first deposit into an impact fee fund, and every five years thereafter, the city is required to report on the remaining balance of in the fund. It also require that the agency identify the original purpose to which the fee is to be put; demonstrate the reasonable relationship between the fee and purpose for which it is charged; identify all sources and amounts of funding anticipated to complete financing in

incomplete improvements; and designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund. In short it is a restatement of the reason and purposes the impact fee was adopting in the first place.

Cities should adopt impact fee ordinances which provide a legal basis for establishing the fee and all required procedures. The ordinance should include legislative findings regarding the fee imposition, types of impact fees necessary in the city, fee calculation methodology, benefit districts, updating frequency, spending limits, offsets and credits, and appeal process.

END[|]OF CHAPTER TEXT

CHAPTER 2: DEMOGRAPHICS AND IMPACT FEE FINDINGS

Chapter 2 represents the beginning and end of the DIF calculation process. It begins with an inventory of fully developed, undeveloped and under-developed units and acreage within the City and concludes with a summary of recommended DIF schedules with detailed infrastructure explanations in the following chapters of this Report.

LAND USE DATABASE

This Report contains an inventory of fully developed, undeveloped and underdeveloped land within the City limits of Solana Beach and is based upon the City's most recent General Plan update. The *Undeveloped* or under-developed parcels, identified as Potential Development, combine to form the base for the distribution of the estimated costs of the service-expanding capital projects necessary to accommodate that same anticipated development. Without the expansion projects, the City would be unable to accommodate those new development demands for service. Table 2-1, is the resulting inventory of all private land uses contained within the current City and are based on the General Plan's land use inventory.

Table 2-1
Detailed Land Use Inventory

						1
City of Solana Beach	Existing	Development	Potentia	l Development	Total General	Plan Build-out
Land-Use Database	Acres	# Units/Sq Ft	Acres	# Units/Sq Ft	Acres	# Units/Sq Ft
Detached Dwellings (units)	643.89	3,150	207.31	557	851.20	2,287
Attached Dwellings (units)	359.20	3,464	19.70	223	378.90	4,289
Hotels/Motels (keyed rooms)	2.90	200	0.50	34	3.40	234
Commercial/Service (sq.ft)	138.49	2,706,379	2.71	53,008	141.20	2,759,387
Office/Professional (sq.ft)	27.20	829,382	1.00	30,492	28.20	859,874
Light Industrial (sq.ft)	22.59	688,816	0.41	12,500	23.00	701.316
Public/Institutional Uses (sq. ft)	73.46	2,879,777	0.94	37,000	74.40	2,916,777
Total Dwelling Units	1,003.09	6,614	227.01	780	1,230.10	7,394
Total Lodging Keyed Rooms	2.90	200	0.50	34	3.40	234
Total Business Square Feet	261.74	7,104,354	5.06	133,000	266.80	7,237,354

DIF LAND-USE TYPES DEFINITIONS

For the purpose of this Report and DIF calculations, Solana Beach General Plan Land use designations are categorized into one of the seven broad types of land-use impact fee categories. These DIF Land-Use Types are defined following:

Residential Land Uses:

- Detached Dwelling Units This DIF Land-Use Type is generally defined as a
 detached unit and corresponds to an allowable use within the City's land-use
 designations/zones of Low Density Residential, Low-Medium Density Residential,
 and Medium Density Residential.
- Attached Dwelling Units This category consists of apartments, townhomes, condominiums or any other living unit that is physically contiguous to (i.e. attached to) any other residential unit within the Medium-High Density Residential and High Density Residential.

Business/Commerce Land Uses:

- Hotel/Motel (keyed) Units This DIF Land-Use Type corresponds as an allowable use within the Special Commercial zoning designation.
- Commercial/Service Uses As utilized in this Report, Commercial/Service uses include the general type of commercial services and thus includes outlets ranging from restaurants to auto repair shops to shopping centers. General commercial and light commercial are the more specific uses.
- Office/Professional Uses As utilized in this Report, Office/Professional uses include the general type of commercial services and thus consists of the narrower Office/Professional uses such as medical, legal and tax/accounting and other professional uses.
- **Light Industrial** This DIF Land-Use Type contains all businesses engaged in light Industrial developments typical in very light manufacturing in a small business park setting.
- **Public/Institutional** This DIF Land-Use Type contains all businesses engaged in general group uses such as private schools, churches and other groups that congregate in common buildings. They are typically non-profits uses.

POTENTIAL DEVELOPMENT PROJECTION

The first component in determining the magnitude of the impact of future development is to determine available land within the City. For each of the DIF land-use categories detailed above and on Table 2-2, acreage is used as a unit of measure for both Existing Development and Potential Development. Definitions regarding the status of each land use are as follows:

Existing Development Acres/Units – This column identifies land in the City which is developed or land which has received entitlement from the City and building permits but may not yet be constructed. Acreage in this category may include non-conforming use areas of the City which contain extensive development prior to an annexation or before changes to the General Plan were made.

Development Opportunities Acres/Units – This column refers to all vacant non-public land located within the City. This category also includes the acreage any vacant parcel. Table 2-2 provides a summary of the detailed land use inventory, limited to privately held property, provided on Table 2-1. Staff's land use inventory reveals that there are presently 1,267.73 acres of privately-held developed parcels within the City's current boundaries. Conversely, there remain 232.57 acres of vacant or under-developed land.

Table 2-2
Summary of the City of Solana Beach's
Developed and Potential Development Acreage

DIF Land-use Type	Existing Developed Acres	% of Total Private Acres	Potential Development Acres	% of Total Private Acres	Total Private Acres
Detached Dwelling Units	643.89	42.9	207.31	13.8	851.20
Attached Dwelling Units	359.20	23.9	19.70	1.3	378.90
Hotel/Motel Keyed Units	2.90	0.2	0.50	0.0	3.40
Commercial/Service (SF)	138.49	9.2	2.71	0.2	141.20
Office/Professional Uses (SF)	27.20	1.8	1.00	0.1	28.20
Light Industrial Uses (SF)	22.59	1.5	0.41	0.0	23.00
Public/Institutional Uses (SF)	73.46	4.9	0.94	0.1	74.40
Total Acres	1,267.73	84.5	232.57	15.5	1,500.30

POPULATION PROJECTIONS

A second component in determining the magnitude of the impact of future development and the necessary facilities needed to mitigate that impact is a realistic assessment of the build-out population of the City. Some of the facilities/infrastructure contained in this Report are sized according to either the estimated population at theoretical "build-out" or upon service levels which are based in part upon an estimation of the population to be served. Parks and park improvements and dedicated public use facilities are examples of infrastructure areas which rely heavily on population projections to determine space and facility needs. Park standards are usually stated in terms of the number of acres of park land per 1,000 persons, for instance.

There are at least two generally accepted methods for projecting future population levels in a City: They are: (A) past growth trends projected forward and (B) population holding capacity based on the General Plan land-use element. Each of these methods can be useful even though both possess certain limitations.

There are several serious flaws in projecting the build-out population of a community using the past growth trends methodology. While this method is relatively simple and therefore easy for the general public to understand, it does not give consideration to when an area is actually built out. Eventually there comes a point in time where the amount of available land to build on is negligible as is likely the case in Solana Beach (Table 2-1). This technique does not help explain when that point is reached.

The past growth trends approach is also not sensitive to policy changes made by Council or land use issues contained in the City's General Plan. For these reasons, this technique is more useful in projecting short-term population levels and should not be used to forecast the built-out population of an area.

This Report relies on the methodology of holding-capacity (described in the following section) to project future service levels and facility requirements.

<u>Holding Capacity Analysis</u>. The methodology used in this Report to forecast the built-out population of Solana Beach is the current holding capacity approach. This method calculates the sum of existing development and potential development allowable under current land use regulations, using average densities found in the City.

The first step in projecting the City's population using the holding capacity approach is to inventory the remaining undeveloped acres within the City limits, which was previously accomplished in Tables 2-1 and 2-2 of this Chapter. The next step is to estimate the potential dwelling units allowed per acre and then multiply the potential number of units by the average number of residents per unit.

The number of persons per unit for new residential units is based on the 2000 U.S. Census and ranges from 2.590 and 1.874 persons for detached dwellings and attached dwelling units respectively. There are no manufactured/mobile home parks in park settings the City thus no per dwelling unit figure for the number of residents living in manufactured dwelling units. Use of the 2000 Census data is required over the more recent 2010 Census due to an unfortunate change in the way household data is reported by eliminating the ability to recognize differing types of residential structures.

Based on these 2000 Census dwelling density data, future residential development can be expected to generate somewhere from 1,740 to 1,861 additional residents² to the City of Solana Beach, joining the 13,938 citizens already living in City resulting in a total estimated population at build-out (based upon the existing City limits) of between 15,678 and 15,799 residents. The higher number is based upon full occupancy of all new dwelling units and the lower figure is based upon that census-based vacancy/occupancy ratios. The 15,739 population is the average of the two.

Table 2-4 following uses the additional housing projected in the Land-use Database and estimates the additional potential population for the City of Solana Beach through General Plan build-out. The number of potential new dwelling units was calculated by multiplying the amount of vacant acreage for each land use zone by the average densities (i.e., number of units allowed per acre) indicated in the City's General Plan.

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² Depending upon the vacancy factor based upon the average of 96.4% for all residences.

Table 2-3 Average Occupants per Dwelling Density Calculation And Potential General Plan Build-out Population

	Total	Vacant	Occupied	Total Number	Average	Percentage
Existing Residential	Units	Units	Units	of Occupants	Occupancy	Occupied
					, occupancy	occupied
Detached Dwelling Units	1					
Detached Dwellings	2,906	97	2,809	7,274	2,590	96.66%
Attached Dwelling Units						
Attached Dwelling Units	1,264	194	1,070	1,918	1.793	84.65%
Duplex to Quadplex Units	611	110	501	1,036	2.068	82.00%
Five to Forty-nine Units	884	184	700	1,478	2.111	79.19%
Fifty or More Units (none)	745	104	641	1,024	1.598	0.00%
Average	3,504	592	2,912	5,456	1.874	83.11%
Existing - State Department of Fig	1ance 01/01/1	8 Population				13,938
	T	J				
G.P. Build-out Population	Anticipated	Оссирапсу	Probable	Dwelling	Anticipated	
At Historic Occupancy Rates	Units	Rate	Оссирппсу	Density	Population	
Potential Detached Dwellings	557	96.66%	538	2.590	1,393	
Potential Attached Dwellings	223	83.11%	185	1.874	347	
Population to be Added Via Devel			y Rates		1,740	1,740
Current State of California Departr	en e		weenwenen un son			13,938
Population at General Plan Build-o	out @ Historic	Vacancy of Re	sidential Dwell	ings		15,678
					1	
G.P. Build-out Population	Anticipated	Оссирапсу	Probable	Dwelling	Anticipated	
At 100% Occupancy Rate	Units	Rate	Оссирапсу	Density	Population	
	1	-	ıı			
Potential Detached Dwellings	557	100.00%	557	2.590	1,443	
Potential Attached Dwellings	223	100.00%	223	1.874	418	
Population to be Added Via Develo	anment at 100	% Occupancy			1 061	1,861
Current State of California Departr					1,861	13,938
Population at General Plan Build-			sidential Dwel	linge		15,799
p	100/000	coapancy or Ne	oracitaai DWEI	111120		13,777
Added Population at General Plan	Build-out @ H	istoric Vacanc	v of Residentia	l Dwellings		15,678
Added Population at General Plan						15,799
Average Population at General		A-2AU				15,739

SUMMARY OF FINDINGS

This report and nexus calculation identifies \$6,518,774 in needed and master planned Public Safety and Quality of Life capital improvement projects that are required to accommodate the anticipated additional demands from future growth. All of the \$6.5 Million in development-related project list is required as the result of accommodating development. Table 2-4 indicates the capital project costs by area.

Table 2-4
Total City-wide General Plan Build-out
Capital Improvement Requirements

Infrastructure	Total – All
Туре	Projects
Fire Suppression/Rescue Facilities, Vehicles and Equipment	\$1,077,236
Park Land Acquisition/Park Improvements	\$4,965,987
Dedicated Public Use Facilities	\$459,729
Total – All Proposed Projects	\$6,502,952

The adoption of the maximum Quality of Life DIF schedule amounts supported by the calculations in this Report (Schedule 2.1) would finance roughly all of the identified projects by raising about \$6.5 million in DIF receipts available to finance the identified growth-related capital projects.

As stated previously, adoption of the maximum supported Development Impact Fes schedules would generate \$6.5 million. At first blush, this may seem like a great deal of money, and it is. However, it is instructive to compare this figure of needed projects with the current replacement value of the City's existing assets inventory at the same costs that have been used to calculate the future development costs. To date, the City has invested a total of \$56.5 Million in assets of these three infrastructures. These assets have been committed by the existing community that a new resident in the proposed development in Table 2-1 could avail themselves of immediately upon occupancy. Table 2-5, following, demonstrates this:

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Table 2-5
Value of Existing Infrastructure Assets

Quality of Life Asset	Existing Square Feet, Acres or "Lot"	Acquisition Cost per Unit	Replacement Value
Fire Suppression/Rescue	"Lot"	See Schedule 3.3	\$15,757,190
Parks and Park Improvements	14.47 acres	\$2,571,598	\$37,211,029
Dedicated Public Use Facility	6,331 S. F.	\$543.38/S.F.	\$3,440,139
Total Replacement Value			\$56,408,358

Based on the existing standards, the supported costs and the calculations found at the end of each of the infrastructure chapters of this Report, impact costs attributable to future development were derived on a per unit basis for residential land uses and on a per square foot of pad basis for business land uses. Schedule 2.1, found at the end of this Chapter, provides a summary of the recommended DIF schedules for each type of infrastructure by DIF land use category. The total recommended maximum DIFs for each of the seven DIF Land Use Types within the General Plan area are summarized in Table 2-6 as following:

Table 2-6
Summary of Proposed Development Impact Fees

	Potential Develop	ment Impact Fees
DIF Land Use Type	Per Unit	Per Net Square Foot Increase
Detached Dwelling Unit	\$9,164/Unit	
Attached Dwelling Unit	\$5,959/Unit	
Hotel/Motel Keyed Unit	\$1,392/Unit	
Commercial/Service Uses in S.F.	N/A	\$0.220/S.F.
Office/Professional Uses in S.F.	N/A	\$0.220/S.F.
Light Industrial Uses in S.F.	N/A	\$0.010/S.F.
Public/Institutional Uses in S.F	N/A	\$0.090/S.F.
Existing Residential/Remod	del (Includes Bedroom)	\$20.87/S.F.
Existing Residential/I	Remodel (No Bedroom)	\$0.62/S.F.

New development should apply the fee per unit calculation, while existing residential/remodels should be based on net square foot of expansion. A project including a bedroom (and occupant), places demand on park, public facilities and fire services. A residential remodel which does not include a bedroom has no impact to park and public facilities, and therefore should only be calculated using fire impact fees per square feet.

Specific DIF schedule rates for each land use type can be found at the end of each chapter relating to each infrastructure. Schedule 2.1 at the end of this Chapter also identifies the estimated development impact fee revenue, the projected capital cost total and the difference, by individual infrastructure type (e.g. Dedicated Public Use Facilities).

FORMAT OF THIS REPORT

The following chapters of this Report contain the detailed information relative to the calculation of DIF calculated within this Report for the City. Appropriate textual explanations are contained in each chapter with a chapter devoted to each of the three sets of cost schedules, following, and two appendices, the first of which contains a summary of DIF recommendations.

CHAPTER 3: Fire Suppression/Rescue Facilities, Vehicles and equipment

CHAPTER 4: Park Land Acquisition and Park Improvements

CHAPTER 5: Dedicated Public Use Facilities

APPENDIX A – Summary of Recommendations APPENDIX B -iPark Construction Cost Detail

NOTE REGARDING TEXTUAL MATHEMATICS: It is important to note that the use of a computer provides for calculations to a large number of decimal points. Such data, when included in text and supporting textual tables, has often been rounded to usually no more than two or three decimals for clarity and thus may not be replicated to the necessary degree of accuracy as the spreadsheet schedules at the end of each chapter. If questions arise between the tables and schedules, the schedules at the end of the chapter will prevail as the more accurate. The schedules at the end of the Chapter are instructive to recommendations. The tables within each infrastructure text chapter are summaries of the schedule at the end of that chapter and are illustrative.

END OF CHAPTER TEXT

Schedule 2.1

	JU11	edule 2.1		
Land-use Category	Fire Suppression & Rescue Facilities	Park Land and Park Improvements	Dedicated Public Use Facilities	Development Impact Fee Total Per Unit or Square Feet
	Schedule 2.2	Schedule 4.1	Schedule 5.1	rei onicoi square reet
	ochedine 2,2	Scheunie 4.1	ochequie 3.1	
Calculated Development Impact Costs	, ;			
Detached Dwellings (units)	\$1,611	\$6,913	\$640	\$9,164 per Unit
Attached Dwellings (units)	\$494	\$5,002	\$463	\$5,959 per Unit
Hotels/Motels (keyed rooms)	\$1,392	No Fee	No Fee	\$1,392 per Unit
Commercial/Service (sq.ft)	\$0.220	No Fee	No Fee	\$0.220 per S.F.
Office/Professional (sq.ft)	\$0.220	No Fee	No Fee	\$0.220 per S.F.
Light Industrial (sq.ft)	\$0.010	No Fee	No Fee	\$0.010 per S.F.
Public/Institutional Uses (sq. ft)	\$0.090	No Fee	No Fee	\$0.090 per S.F.
Exist Resi/Remodel (incl. Bedroom)	\$0.62	\$18.54	\$1.72	\$20.87 per S.F.
Exist Resi/Remodel (no Bedroom)	\$0.62	No Fee	No Fee	\$0.62 per S.F.
Determinal Callingting (12)				
Potential Collection (1)	******	40.070.71		
Detached Dwellings (units)	\$897,327	\$3,850,541	\$356,480	\$5,104,348
Attached Dwellings (units) Hotels/Motels (keyed rooms)	\$110,162	\$1,115,446	\$103,249	\$1,328,857
Commercial/Service (sq.ft)	\$47,328	No Fee	No Fee	\$47,328
Office/Professional (sq.ft)	\$11,662 \$6,708	No Fee	No Fee	\$11,662
Light Industrial (sq.ft)	\$125	No Fee No Fee	No Fee	\$6,708
Public/Institutional Uses (sq. ft)	\$3,330	No Fee	No Fee No Fee	\$125 \$3,330
Total	\$1,076,642	\$4,965,987	\$459,729	\$6,502,358
. Totat	Ψ1,070,042	Ψτ,ου,ου,	\$439,729	\$0,302,338
Potential DIF Receipts	\$1,076,642	\$4,965,987	\$459,729	\$6,502,358
Less: Other Resources	\$0	\$0	\$0	\$0
Financial Resource Total	\$1,076,642	\$4,965,987	\$459,729	\$6,502,358
Required Infrastructure Total	\$1,077,236	\$4,965,987	\$459,729	\$6,502,952
I				
DIF Over or (Under) Collection	(\$594)	\$0	\$0	(\$594)

⁽¹⁾ Projected revenue based upon the application of the DIF schedule multiplied by the number of units or S.F.

CHAPTER 3: FIRE SUPPRESSION/RESCUE FACILITIES, VEHICLES AND EQUIPMENT

<u>The Existing System</u>. The City has invested in an adequate and sufficient system of fire suppression/rescue facilities, response vehicles and specialty equipment. Fire Department management is obtained through a shared cost agreement with the cities of Encinitas and Del Mar. The Fire Department responds to calls-for-service within the City from the single central station. The fire facilities are detailed as follows:

Fire (Headquarters) Station #1, at 13,052 square feet, is a three bays wide by two vehicles deep facility and is located on a 54,426 square foot parcel at 500 Loma Santa Fe Drive. The lot also supports a 2,269 square foot storage building. The land and facilities replacement cost of the existing station/storage facilities is an estimated \$12,210,580.

The City also operates a fleet of equipped City-owned response units consisting of:

- One front line engine and one reserve engine;
- One aerial apparatus; and
- One utility pick-up truck.

The total investment in the vehicle compliment is about \$3,486,800. State or County vehicles and equipment are not included in the financial commitment figure. The City's fire-fighter assigned equipment and successful psychological/back-ground checks, at \$8,591 per fire-fighter, amounts to a \$163,246 total for the existing staff of 19 fire fighters. There is an inventory of specialty equipment (not normally stored on the response vehicles) of approximately \$131,300.

On the negative side, the station has a remaining debt of \$234.736.

Add it all, up, the current financial commitment or investment, in fire stations, training facilities, response fleet with specialty equipment and remaining debt is a sizable \$15,757,190. This figure represents what it would cost the City's residents and businesses to establish the existing Department response capability at current vehicle, equipment, replacement land acquisition and construction costs. The relevance of this figure will be established later in this Chapter.

Demand Upon Infrastructure Created by the Development of Underdeveloped or Vacant Parcels. While it can be said that numerous factors are considered when determining the number and location of fire stations in any city, it can be stated without fear of contradiction that all new private development in the City will have an effect on the City's current ability to respond to fire, rescue and emergency calls-for-service. The effect, simplified but not trivialized, is two-fold. Initially, each new residential and business development will create, on average, more calls-for-service increasing the likelihood of simultaneous (and thus

competing) calls-for-service. Additionally, as development spreads further from any existing station or stations, as large-scale development is often likely to do, the distances (and thus response times) will increase, taking the existing fire companies out-of-service for greater periods of time.

The capacity of any fire station is finite and will reach practical limits (through call frequency and total time). When that capacity is exceeded, the level of service afforded to existing development will be greatly reduced. Or stated in another way, if development were to continue without the addition of fire response capacity (the ability to respond), the existing stations could become overwhelmed in terms of calls-for-service, making a timely response for emergency service a virtual coin flip. That is, will the existing fire company be available to respond to your needs and with the correct equipment or will they be out-of-service on a call in a different part of the community? The former question is answered by acquiring additional specialty equipment; the latter issue is resolved with the City's mutual aid agreements and the shared fire management.

The Purpose of the Fee. Revenues collected from Fire Impact Fees will be used for additional fire equipment and facility which helps mitigate the additional demand. In order to continue to be able to respond to a number of additional calls, the City fire management staff has identified the need to acquire an additional response vehicle and construct a storage building for the vehicle. The City will also invest in a traffic signal preemption system to better manage response time.

The Use of the Fee. The revenues generated from a properly calculated and legally-supported Fire Suppression/Rescue Facilities, Vehicles and Equipment Impact Fee would be limited to capital costs related to that growth. The fees could, if necessary, be used to expand the existing station (to increase the response capacity of that station) and increase the number of emergency response vehicles. Conversely, the Fire Suppression/Rescue Facilities, DIF receipts would not be used to repair any existing fire stations or replace any existing emergency response vehicles. Additional fire suppression/rescue capabilities are planned to come on-line, as needed, as development creates the General Plan anticipated 780 detached and attached units, 133,000 square feet of retail/service, office, industrial and institutional uses and some additional commercial lodging rooms are expected to be constructed. The proposed additions are based upon anticipated new call demand and the relative distance from the existing stations. The capital expansions to accommodate additional development include:

FS-001, Emergency Response Vehicle. It could be Type III brush engine, Rescue Engine or Type VI patrol vehicle. Such a decision would be made as the City continues to grow and new call parameters are recognized.

FS-002, Vehicle Storage Butler Building. This low cost facility would likely be a Butler-style building to house the added equipment in FD-001.

FS-003, Specialty Rescue Equipment. As the City continues to grow, different kinds of rescue operations will present themselves, and the department may need specific urban search and rescue equipment, trench-shoring equipment, or any other specialty equipment.

FS-004, Traffic Preemption System Equipment. The City will likely construct additional intersections in the future and these intersections will need to be added to the City's existing fire response traffic light preemption system. This will provide the revenue source for at least four of them.

FS-005, Remaining Debt on Fire Station #1. There is a remaining debt on Fire Station #1 of \$234,736. The Existing station has excess capacity that will allow it to accommodate the additional fire/rescue calls-for-service expected from new development. This project recognizes that the additional development can finance this last payment.

The proposed projects and costs are identified on Schedule 3.1 and are detailed in the MFP. The total cost of completing the fire infrastructure system is \$1,077,236.

The Relationship Between the Need for The Fee and The Type of Development Project. Fire service response standards extended to new development should be consistent with the fire response currently enjoyed by the City's existing citizens and business community. Additional construction and equipment acquisition will maintain the current level of service (LOS) for both existing residents and future sitings and business continued to the City of the C

(LOS) for both existing residents and future citizens and businesses within the City of Solana Beach. It is appropriate to assess future development to contribute fire facility expansion.

To project the impact of future development on fire services, it was first necessary to quantify the current impact on services from each of the City's land uses. Then, a determination of the costs of future capital facilities necessary to meet this increased demand was made. The following section illustrates the relative impact from each land use on fire services and facilities.

The majority of fire requests for service were made by Solana Beach citizens from their residences, followed by hotel, commercial, office and public/institutional uses within the City. Requests for service to public property, such as City parks and public right-of-way or intersections, were excluded thus distributing these calls pro-rata through the requests for service from privately held property. This is based upon the argument that all public land serves privately held land in some manner.

Table 3-1 following, identifies the number of calls-for-service received by the Fire Department during a recent 12 month period by the previously identified DIF categories. The number of requests for service received by the Department during the year was then divided by either the developed (1,000) square feet, the existing number of dwelling units to determine the number of requests generated per business square foot, per dwelling unit or commercial lodging unit.

Table 3-1
Fire Suppression Calls-for-Service Generated by Land Use
(Over a 12 Month Period)

DIF Land-Use Type	Developed Dwellings or Square Feet	Actual Calls For Service Over 12 Months	Total Calls per Dwelling or 1,000 SF (KSF)
Detached Dwelling Units	3,150	527.00	0.167/Unit
Attached Dwelling Units	3,464	175.00	0.051/Unit
Hotel/Motel Units	200	29.00	0.145/Unit
Commercial/Service Uses	2,706,379	60.40	0.022/KSF
Office/Professional Uses	829,382	18.60	0.022/KSF
Light Industrial Uses	688,816	1.00	0.001/KSF
Public/Institutional Uses	2,879,777	25.00	0.009/KSF

As an example, there were approximately 527 calls-for-service that generated a response to one of the 3,150 detached dwelling units in the City. The result indicates that, on average, each dwelling will generate just over 0.167 calls per year, on average. The same analysis was undertaken for the other land uses. Since these calls-for-service by land use are an average, they were used to project the number of additional calls that could be expected by multiplying the calls per residential unit or business acre by the number of anticipated number of new residential dwellings or business acres.

Of residential land uses, a detached dwelling unit is more likely to require an emergency fire service response at 0.167 annual responses per unit, than an attached dwelling unit at 0.051 annual responses per unit. Of the business uses, Commercial/Service and Office/Professional uses (combined) are shown to generate the highest business use demand at 0.022 responses per 1,000 square foot of building space, while industrial, at 0.001 calls per square feet, generates the least demand. Industrial uses should be expected to be at the lowest demand given the greater density of employees and patrons in an office use establishment when compared to an industrial business of similar square feet. However, it should be noted that while there are fewer calls for industrial properties, significant training is required to be prepared for industrial responses, (i.e., trenching response and hazardous materials training). It should be noted that there are also a significant number of calls-for-service to public right-of-way, parks and other public parcels. These will also increase with the development of privately held parcels.

Based upon these calls-for-service and the anticipated development, future demands in Citywide will increase from the 836 annual calls-for-service, by 111.52 to 947.52 calls-for-service per year, about a 11.7% increase. Continued development will benefit from the existence of the existing station and the fact that Station #1 has existing capacity.

Resulting Fire Suppression/Rescue DIF Schedule. The collection of the resulting DIFs through build-out would finance all of the proposed physical expansions and required equipment. This generally indicates that the City's expansion of the Fire capital has maintained pace with the increases in calls-for-service from new development and that there are very few if any deficiencies in the infrastructure dedicated to fire suppression/rescue services.

Table 3-2, following, indicates the development impact fee necessary to finance the cost of the additional building, response equipment and fire fighter specialty equipment.

Table 3-2 City of Solana Beach's Basic Needs-based Fire Suppression Facilities, Vehicles and Equipment Development Impact Costs by DIF Land-Use Type

DIF Land-Use Type	Allocation of Development Costs	Development Impact Cost Per Unit or Square Foot
Detached Dwelling Units	\$898,370	\$1,611/Unit
Attached Dwelling Units	\$110,123	\$494/Unit
Commercial Lodging Units	\$47,333	\$1,392/Unit
Commercial/Service Uses	\$11,592	\$0.22/S.F.
Office/Professional Uses	\$6,480	\$0.22/S.F.
Industrial Uses	\$121	\$0.01/S.F.
Public/Institutional Uses	\$3,217	\$0.09/S.F.

The Relationship Between the Use of the Fee and the Type of Development Paying the Fee. The use of the fee is equivalent to the need for the fee. The DIF would be collected as the development occurs (generally at building permit or some predetermined point in the process). As the development occurs, the impact is generated. The collected DIF receipts would be put to use to acquire additional specialty equipment, emergency response vehicle and an additional building necessary to respond to those additional calls-for-service, without reducing the capability of responding to calls from the existing community.

The Relationship Between the Amount of the Fee and the Cost of the Portion of the Facility Attributed to the Development Project. The proposed additions maintain proportionality with the existing development and existing inventory of fire suppression/rescue assets. Any new development will benefit from the assets previously generated by the existing community of residents and businesses.

The current community's commitment to public safety has been to establish the existing single (albeit large) station capability and thus capacity to respond to calls-for-service paid for via past City general receipts. To allow future residents to benefit by use of all of the

capital needs without contributing additional assets, would be clearly unfair to the existing residents and would likely reduce their current level of service. Table 3-3, following, summarizes the distribution of the \$15,757,190 in replacement costs to the existing residents and business owners (Schedule 3.3 details this distribution).

The replacement value of the existing fire infrastructure (station, response fleet and related rescue equipment) of \$15,757,190, referenced earlier in this chapter, represents the current equity investment or financial commitment towards fire suppression/rescue capability and capacity by the existing community. When this figure is distributed over the existing community in the same manner as the future costs, by the land use demands, an investment, or financial "commitment" (or equity for that matter) per unit can be determined. As an example, each detached dwelling unit has invested about \$3,155 into fire suppression/rescue capital while the proposed DIF is a limited 50% lower figure at \$1,611 per detached dwelling generally indicating that there is not a disproportional amount being required of new development. In the contrary, new development is getting quite the bargain for developing within the City's limits.

Table 3-3
Existing Fire Suppression Community
Financial Commitment Proportionality Analysis

DIF Land-Use Type	Allocation of Development Costs	Asset/Equity Investment Per Unit or Square Foot
Detached Dwelling Units	\$9,993,017	\$3,155/Unit
Attached Dwelling Units	\$3,298,453	\$953/Unit
Hotel/Motel Units	\$546,617	\$2,733/Unit
Commercial/Service Uses	\$1,138,457	\$0.42/S.F.
Office/Professional Uses	\$350,597	\$0.42/S.F.
Industrial Uses	\$18,909	\$0.03/S.F.
Institutional Uses	\$471,140	\$0.16/S.F.

ROOM ADDITION/ACCESSORY DWELLING UNIT IMPACT FEES

The City incurs additional demands in the form of calls-for-service from the construction of a complete detached dwelling. However room additions and the construction of Accessory Dwelling Units (or ADU's) will also increase demands in smaller, but admittedly cumulative amounts. It is important to note that an ADU can be built to a maximum of 1,200 square feet. Impact Fee should also be imposed upon these two unique residential developments.

Recommended Approach for Addressing Room Addition/Accessory Dwelling Units. The approach that is recommended for the calculation of DIFs for application to the construction of either room additions or Accessory Dwelling Units (henceforth ADU's) is to make it a function of the demand of one single detached dwelling unit. According to the U.S. Census Bureau a typical detached dwelling is 2,616 square feet³. Thus if the \$1,611 impact fee for a single detached dwelling unit were to be divided by the 2,616 square feet, a cost of \$0.62 per square foot is determined. Table 3-4 following demonstrates this.

Table 3-4
Calculation of a Detached Dwelling Square Foot
Fire Suppression, et. al. Development Impact Fee

Report DIF Total	\$1,611
Average Detached Dwelling S.F.	2,616
Room Addition or ADU/Square Foot	\$0.62/S.F.

RECOMMENDED IMPACT FEES

The Existing Community Financial Commitment Proportionality Analysis (Schedule 3.3) is significantly greater by double than the City-wide Marginal Needs-based Impact Costs (Schedule 3.2) are necessary and sufficient to maintain the established fire suppressions system in that area.

Additionally, the construction of room additions and accessory dwelling units, will increase calls-for-service demand and thus the fee of \$0.62/square foot is recommended for application to these two development actions.

RECAP OF POTENTIAL DEDICATED PUBLIC USE FACILITIES DEVELOPMENT IMPACT FEES

The City could adopt Schedule 3.1 for the two basic residential dwelling categories and two more limited residential unit constructions.

END OF CHAPTER TEXT

³ United State Census Bureau Quarterly Statistics, Table Q1, 1st Quarter, 2017

Schedule 3.1 Gity of Solana Beach 2017-18 Development Impact Cost Calculation Allocation of Project Cost Estimates	t Cost Calculation timates		Construe Supp Other	Construction Needs Supported by Other Resources	Infrastruc Gener New Develop	Infrastructure Needs Generated by New Development Demand
rire Suppression/Rescue Fac Line #	FIRE Suppression/Rescue Facilities, Vehicles and Equipment Line # Project Title	Estimated Cost	Percent Need	Apportioned Dollar Cost	Percent Need	Apportioned Dollar Cost
FS-001 Emergency Response Vehicle (1)	se Vehicle (1)	\$475,000	0.00%	0\$	100.00%	\$475,000
FS-002 Vehicle Storage Butler Building	ler Building	\$217,500	0.00%	0\$	100.00%	\$217,500
FS-003 Specialty Rescue Equipment	quipment	\$50,000	0.00%	\$0	100.00%	\$50,000
S-004 Traffic Signal Preen	FS-004 Traffic Signal Preemption System Equipment (four added signals	\$100,000	0.00%	\$0	100.00%	\$100,000
FS-005 Remaining Debt on Fire Station #1	Fire Station #1	\$234,736	0.00%	\$0	100.00%	\$234,736
	Sub-Total General Plan Total Project Costs	\$1,077,236	0.00%	80	100.00%	\$1,077,236
LESS:	THE PERSON NAMED IN COLUMN NAM					
Off-setting Revenues (none)	(none)	0\$	0.00%	\$0	0.00%	\$0
	Sub-Total Off-Setting Revenues	7.0	0.00%	\$0	0.00%	0\$
Total Net General Plan Project Costs	lan Project Costs	\$1,077,236	0.00%	0\$	100.00%	\$1,077,236
					Forward to	Forward to Schedule 4.2

1. Need may be met by any of the following: Type III Brush Engine, Rescue Engine or Type VI Patrol vehicle.

^{2.} Costs distribution based upon the Fire Department "Calls-for-Service" statistics.

City of Solana Beach 2017-18 Development Impact Cost Calculation Minimal Needs-based Impact Costs Fire Suppression/Rescue Facilities, Vehicles and Equipment

	8	veloped	Call	Anticipated	Percentage	Allocation of	Cost	Average Units	Development	ment
Proposed Land Use	Acres	Units	Generation Rate	New Calls for Service	of Additional Service Calls	Expansion Costs	Distribution Per Acre	or Square Feet/Acre	Impact Fee per Unit or Square Foot	per Unit e Foot
Detached Dwellings (uni	207.31	557	0.167	93.00	83.40%	\$898,370	\$4,333	2.69	\$1,611	\$1,611 per Unit
Attached Dwellings (uni	19.70	223	0.051	11.40	10.22%	\$110,123	\$5,590	11.32	¥6 ¥\$	\$494 per Unit
Hotels/Motels (keyed ro	0.50	34	0.145	4.90	4.39%	\$47,333	\$94,667	68.00	\$1,392	\$1,392 per Unit
Commercial/Service (sq	2.71	53,008	0.022	1.20	1.08%	\$11,592	\$4,274	19,542	\$0.22	per-S.F.
Office/Professional (sq.)	1.00	30,492	0.022	0.67	0.60%	\$6,480	\$6,480	30,492	\$0.22	\$0.22 per S.F.
Light Industrial (sq.ft)	0.41	12,500	0.001	0.01	0.01%	\$121	\$295	30,492	\$0.01	\$0.01 per S.F.
Public/Institutional Uses	0.94	32,000	0.009	0.33	0.30%	\$3,217	\$3,408	39,204	\$0.09	\$0.09 per S.F.

Room Additions:	
Detached Dwelling Unit (see above)	\$1,611 per Unit
National Average Detached Dwelling Square Feet	2,616 Sq. Ft
Room Addition or Accessory Dwelling Unit	\$0.616 per S.F.

\$1,077,236 Total Infrastructure Master Plan Capital Needs

100.00%

232.58

TOTAL

Schedule 3.3
City of Solana Beach
2017-18 Development Impact Cost Calculation
Existing Community Financial Commitment Comparison
Fire Suppression/Rescue Facilities, Vehicles and Equipment

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\$0.16 per S.F.	\$0.16	39,204	\$6,414	\$471,140	2.99%	25.00	0.009	2,879,777	73.46	Public/Institutional Uses
per S.F.	\$0.03	30,492	\$837	\$18,909	0.12%	1.00	0.001	688,816	22.59	Light Industrial (sq.ft)
per S.F.	\$0.42	30,492	\$12,890	\$350,597	2.23%	18.60	0.022	829,382	27.20	Office/Professional (sq.f
\$0.42 per S.F.	\$0.42	19,542	\$8,221	\$1,138,457	7.23%	60.40	0.022	2,706,379	138.49	Commercial/Service (sq.
\$2,733 per Unit	\$2,733	68.97	\$188,489	\$546,617	3.47%	29.00	0.145	200	2.90	Hotels/Motels (keyed ro
per Unit	\$953	9.64	\$9,183	\$3,298,453	20.93%	175.00	0.051	3,464	359.20	Attached Dwellings (unit
\$3,155 per Unit		4.89	\$15,427	\$9,933,017	63.04%	527.00	0.167	3,150	643.89	Detached Dwellings (uni

CSF per KSF	60.40	18.60	79.00
% of Total	76.5%	23.5%	100.0%
Sq. Ft.	2,706,379	829,382	3,535,761
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CHAPTER 4: PARK LAND ACQUISITION AND PARK INFRASTRUCTURE IMPROVEMENTS

This Chapter summarizes the City's existing inventory of parks and identifies the ratio of park land per resident allowable to be imposed under the Quimby Act (§66477 of the Government Code)⁴ for residential developments involving the subdivision of land and the Mitigation Fee Act (§66000 of the Government Code) for the construction of residential developments not involving the subdivision of land. The existing per capita standard is then utilized to calculate the park dedication requirement for future residential development.

California's Quimby Act. Unlike the other facilities discussed in this Report, the California Government Code contains enabling legislation for the acquisition and development of community and neighborhood parks by a City. This legislation, codified as Section 66477 of the Government Code is commonly referred to as the Quimby Act and is contained within the State's Subdivision Map Act and thus limited in application to only those residential development application that involve a subdivision of land. The Act establishes criteria for charging new development for park facilities based on specific adopted park standards.

Allowable Park Standard Under §66477 of the Government Code, the City may charge new residential development based on a standard of 3.0 acres per 1,000 residents even if the City does not presently possess a ratio of 3.0 acres per 1,000 for the existing population. The Government Code also enables a city to charge development based on a standard higher than 3.0 acres (to a maximum of 5.0 acres) if the municipality can demonstrate that it currently exceeds the minimum benchmark ratio of 3.0 acres per 1,000 residents or has adopted standards or plans to exceed that amount. The maximum standard, for Quimby Act application, is capped at 5.0 acres per 1,000 residents.

The law states that "if the amount of existing neighborhood and community park area ... exceeds the [3 acres of park area per 1,000 person] limit ... the legislative body may adopt the calculated amount as a higher standard not to exceed 5 acres per 1,000 persons"5. Park fees may be required by the City provided that the City meets certain conditions including:

- The amount and location of land to be dedicated or the fees to be paid shall bear a reasonable relationship to the use of the park by the future inhabitants of the subdivision.
- The legislative body has adopted a General Plan containing a recreational element, and the park and recreational facilities are in accordance with definite principles and standards contained therein.

⁴ Adoption of a Quimby Act Fee requires a park "plan".

⁵ California Government Code, Title 7, Division 2, Section 66447 (b).

• The city shall develop a schedule specifying how, when, and where it will use the land or fees, or both, to develop park or recreational facilities. Any fees collected under the ordinance shall be committed within five years after the payment of such fees.

However, the Quimby Act is contained within the Subdivision Map Act and is thus only applicable to the construction of detached dwellings within a subdivision, an uncommon prospect in Solana Beach given the paucity of large vacant parcels within the City. Thus RCS recommends a Mitigation Fee Act based development impact fee calculation based upon the existing ratio of park acres per 1,000 residents.

EXISTING PARKS AND RECREATION SYSTEM

Intensive parks and recreational facilities constitute one of the City of Solana Beach's greatest challenges with respect to recreation and social facilities for both current and future residents. The provision of a well-planned park system, with a variation in the size and nature of facilities offered, is an important amenity to residents of any city. A mixture of passive and active uses with facilities and programs which appeal to a broad spectrum of potential park users is considered optimal in most urban cities. A city's park system often can be a major factor in selection of a place to live. The current acres dedicated to park use may serve well to meet the City's current needs. However if the number of park acre offerings currently available to City residents remains static at 14.47 acres, it may prove difficult to continue to meet the recreational demands of the community in light of even a relatively minor 13.35% increase in the City's population.

Future residential development, by increasing the City's population, will impact the City's park system by requiring additional active/passive sports fields and adequate space for other various non-athletic activities. Given the limited residential growth projected in this Report, the City still has a challenge to provide new facilities and park land to serve the recreational needs of these new residents. Without additional park land acquisition and continued development of currently owned but possibly underutilized park land, the City's parks can, on occasion, become overcrowded and overused, with the ultimate result becoming a negative experience for park users.

The Purpose of the Fee. The purpose of the fee is to maintain currently met standards by determining the cost of expanding the park-land and park related improvements by a proportional amount necessary to accommodate the added demands created by the construction of additional residential dwelling units through General Plan build-out at the existing (*defacto*) standard.

1

Existing Active/Passive Park and Activity Field Inventory. City residents have a modest amount of park and activity field space available for use⁶. Currently, the City has 14.47 acres of park land within its boundaries, most of it developed. The 8.61 acre Coast Rail Trail is the largest City-owned "park" representing over 59.5% of the City park system acreage and provides a limited amount of passive/active uses, primarily hiking. La Colonia Park, at 3.18 acres, provides that most space for active (sports) activities at 22% of the total available park space.

Table 4-1, following, is a summary of the park acreage available within the City's limits.

Table 4-1
Inventory of Owned and Developed Park Land

Park or Space Name	Park Acres
Tide Beach Access	0.07
Fletcher Cove Park	1.67
Seaside Sur Beach Access	0.14
La Colonia Park	3.18
Fletcher Cove Community Center Overlook	0.41
Coast Rail Trail	8.61
Overlook at Solana Beach/Tennis Club	0.18
Pacific Avenue Overlook at Ocean Street	0.03
Sun Valley Pocket Park	0.09
El Viento/Granados pocket Park	0.09
Total - Park Acres	14.47

City de facto Park Standard. Table 4-2 following is a comparison of the acreage of park offerings to the City of Solana Beach's current population and indicates that the City presently possesses a fairly modest standard of 1.038 acres of park land offerings per 1,000 residents, (14.47 acres \div [13,938 residents \div 1,000], rounded). The resulting park acres/1,000 resident's standard is less than the low end benchmark bench-mark of 3.0 acres per 1,000 persons contained in Section 66477 of the California Government Code (more commonly known as the Subdivision map Act) relating to dedication of parks.

⁶ Admittedly, the list of park opportunities *does not* include the incalculable recreation/social interaction benefit of the 1.5 miles of pristine coastline available through Solana Beach which is no doubt a partial explanation the relatively low acres per 1,000 resident park standard.

Table 4-2 Calculation of City Park Acre Standard

	Park Acres
Total Park Acres Available	14.47
Current City Population	13,938
Population Divided by 1,000	13.938
Park Acres per 1,000 Population	1.038

The Use of the Fee. The collected Mitigation Fee Act-based development impact fee receipts could be imposed, collected, and expended on the acquisition of *additional* park space and construction of *additional* park improvements that directly benefits new City residents or on creating enhancements to the existing park infrastructure, but would not be expended upon the rehabilitation of the any existing parks infrastructure. The collected park impact fee receipts could not be used for rehabilitation of any existing park infrastructure.

Table 4-3
Calculation of Required
Park Acres per Existing Park Land Standard

General Plan Anticipated Population Increase (Table 2-2)	1,861
Additional Population Divided by 1,000	1.861
Allowable Standard in Acres/1,000 Residents	1.038
Acres Required to Merely Maintain the Park Standard	1.932

Planned Park Improvements. In addition to improving any of the existing 14.47 improved park acres⁷, the City could acquire an additional 1.932 park acres, per Table 4-3, and develop these new parks to serve the additional 1,861 residents anticipated at General Plan build-out

The limited 1.932 acres provides few differing park configurations unless constructed contiguous to an existing park. The 1.9 acres cannot support a recreational ball field much less a competitive ball field or any other active sports field. In fact, there may not be any opportunity to acquire additional park land at all. A mini or *pocket* park is the smallest of the parks designations and though generally not planned due to higher maintenance costs, are usually the result of acquiring an unusual parcel of land or sometimes one based upon local historical significance.

⁷ The Quimby Act does allow for the use of receipts raised by the adoption of a Quimby Act park Impact Fee to be used for rehabilitation of existing park configurations.

CALCULATION OF IMPACT COSTS

Once a per capita standard for parks is determined, the cost of residential development's impact on the City's park system can then be computed as follows.

Park Land Acquisition Costs. Land costs will vary significantly from one park to another. Given the high cost of land in the Solana Beach area, and that the resulting park land development impact fee is a function of the cost of land. However, City staff has provided some direction in the form of the cost of a recent 28,978 square foot land acquisition at some \$2.8 million resulting in a staggering \$96.63 per square foot. RCS staff recommends using 50% of that figure based upon the assumption that parcels that may be difficult to privately develop may be the only parcels available to the City.

Park Improvement Construction Costs. Park improvement construction costs are estimated to be approximately \$446,997 per acre. This figure is detailed in Appendix B and is based upon actual costs per types of park improvement (i.e. benches, restrooms, etc.) and the number of those units per acre and type of park updated to more current costs by the Engineering News Record. Dedicated Public Use Facilities have not included as a component within this cost calculation (see Chapter 5).

The Relationship Between the Use of the Fee and the Type of Development Paying the Fee. The fee will be used to expand the amount of park offerings in proportions consistent with the average persons per dwelling by type of residential dwelling. Park offerings would be expanded in the following amounts following, by type of residential dwelling as different types of residential dwellings generally have differing numbers of people dwelling in them. Table 2-2 within Chapter 2 calculated the average number of residents per type of dwelling. Census data indicates the following occupancy statistics for the City. Table 4-4 restates these following:

Table 4-4
Average Residential Density
Persons per Type of Residential Unit
per Table 2-3

Detached Dwelling Units	2.590 Persons/Dwelling Unit
Attached Dwelling Units	1.874 Persons/Dwelling Unit
Single Room Addition	1.00 Persons/Room Addition

The Relationship Between the Need for the Facility and the Type of Development Project. Residential development creates housing for additional residents who are likely to use the existing facilities, thus by limiting the access to existing resident. An impact fee can be used to maintain the existing standards to protect the access to existing park offerings to

the City existing residents. The relationship is based upon the average number of persons that reside in the various types of residential construction.

The Relationship Between the Amount of the Fee and the Cost of the Portion of the Facility Attributed to the Development Project. Schedule 4.1 identifies the costs involved in the pro-rata expansion of the City's park-related infrastructure. One additional resident generates additional park infrastructure costs of \$2,184.58 for park land acquisition and \$484.74 for park infrastructure improvements. The resulting development impact fees are based upon these costs per individual resident multiplied by the average number of residents residing in each of the two major types of dwelling unit.

Average Cost per Type of Dwelling Unit. Schedule 4.1 further calculates the cost from a per resident to a per of dwelling unit type basis. A detached dwelling incurs costs of \$6,913 per unit (\$5,658 for land acquisition and \$1,255 for park improvements construction) based upon 2.590 residents and \$5,002 per attached dwelling unit (\$4,094 for land acquisition and \$908 for park improvements construction) with 1.874 residents. A single room addition⁸, generally assumed to support one person, would require a DIF imposition of \$2,670 for that one room addition (\$2,185 for land acquisition and \$485 for park improvements construction).

Table 4-5
Summary of Park Development Fees for Residential Dwelling Construction

DIF Land-use Type	Development Impact Cost
Detached Dwelling Unit	\$6,913/Unit
Attached Dwelling Unit	\$5,002/Unit
Single Room Addition	\$2,670/Unit

For greater ease in application of the impact fee on a single room addition, a single room appropriate for living in, it is assumed that a single room addition will be a generous 144 square feet (at 12' X 12'). Table 4-6, following, converts the detached dwelling unit cost to a square foot impact fee.

⁸ Defined as any room addition that appears to be able to serve as a bedroom, thus excluding well-defined kitchens, living rooms, bathrooms, etc.

Table 4-6
Conversion of Dedicated Park Land Acquisition and Park Improvements
Impact Fee to a Square Foot Application

Single Room Addition	\$2,670
Designated Average Bedroom Addition	144
Cost per Square Foot of Bedroom Addition	\$18.54

The development impact costs for detached dwelling residential development involving the subdivision of land, as identified in Table 4-4, should be adopted under the auspices of the Government Code § 66000 Mitigation Fee Act supported DIF⁹.

Findings Required for Development Impact Fees Imposed upon Developments Not Requiring Sub-division. As stated earlier the Quimby Act exists within the State's Sub-division Map Act and developments not requiring a sub-division are not subject to requirements of that Act. Proposals not requiring subdivision are adopted within the Mitigation Fee Act (Government Code §66000) and thus require findings identified within that code. Those findings have been incorporated within the chapter text.

RECAP OF POTENTIAL PARK LAND ACQUISITION AND PARK INFRASTRUCTURE DEVELOPMENT IMPACT FEES

Residential Housing – In order to maintain the City's existing park acre per 1,000 residents, the City should adopt Schedule 4.1 for Park Land Acquisition and Park Improvements for the two basic residential land-uses and the single room addition cost.

END OF CHAPTER TEXT

⁹ This is required because the Quimby Act is referenced in the State Subdivision Code

Schedule 4.1

City of Solana Beach
2017-18 Development Impact Cost Calculation
Park Land Acquisition and Park Facilities Development
(Quimby and Mitigation Act Calculation)

Park Name		Acres Owned or LT Lease	Developed/ Constructed Acres	
Tide Beach Access		0.07	0.07	
Fletcher Cove Park		1.67	1.67	
Seascape Sur Beach Access		0.14	0.14	
La Colonia Park (County)		3.18	3.18	
Fletcher Cove Community Center Over	look	0.41	0.41	
Coast Rail Trail		8.61	8.61	
Overlook at Solana Beach & Tennis Clu		0.18	0.18	
Pacific Avenue Overlook at Ocean Stree	et	0.03	0.03	
Sun Valley Pocket Park		0.09	0.09	
El Viento/Granados Pocket Park		0.09	0.09	
То	tal Park Acres	14.47	14.47	
Total Acres		14.47	14.47	
Current City Population		13,938	13,938	ŀ
Population Divided by 1,000		13.938	13.938	
Current Standard of Acre/1,000 Popula	tion	1.038	1.038	
Acres/1,000 Popula	ition Standard	1.038	1.038	
Construction Cost per Acre			\$466,997	
Land Acquisition Cost per Acre		\$2,104,601		
Total Cost per Acre		\$2,104,601	\$466,997	
Cost X 3.0 Acre/1,000 Residents Standa	ırd	\$2,184,576	\$484,743	
Population Served by Standard		1,000.00	1,000.00	
Acquisition/Construction Cost per Res	ident	\$2,184.58	\$484.74	
	Occupants/ Dwelling	Land Acquisition	Park Construction	Total Park Costs
Cost per Additional Resident		\$2,184.58	\$484.74	\$2,669.32
Detached Dwellings (units)	2.590	\$5,658	\$1,255	\$6,913
Attached Dwellings (units)	1.874	\$4,094	\$908	\$5,002
Single Room Addition	1.000	\$2,185	\$485	\$2,670
Single Bedroom Addition				\$2,670
Average Bedroom Size				144
Cost per Square Foot				\$18.54

CHAPTER 5: DEDICATED PUBLIC USE FACILITIES DEVELOPMENT

This important component of the City's offerings to its citizens has been removed from the Park Land and Park Improvements DIF category and created as a separate DIF infrastructure category. This has been undertaken for three reasons.

First, few parks contain a dedicated public use center. Secondly, it is difficult to ensure that the cost for such a facility is properly included in the average park development cost per acre. Lastly and perhaps most importantly, it has been the experience of RCS staff, that when the cost for Dedicated Public Use Facilities is included as a cost of park development, these facilities simply do not get built. This is because the park impact fee revenues get used on the costly demand for turfed park acres with sports or passive-use park improvements.

The Existing System. The City has a number of facilities currently dedicated for use as dedicated public use facilities. Such facilities are available to community groups and individuals for meetings and other civic functions. This category of buildings differs from *General Facilities*, which are those used by the City staff to undertake their municipal service duties (City Hall as an example).

Table 5-1 shows the City's existing *Dedicated Public Use Facilities*.

Table 5-1
Inventory of Existing Dedicated Public Meeting Facilities

Dedicated Public Use Facility	Square Feet
Fletcher Cove Community Center	1,232
Heritage Museum	724
La Colonia Community Center	4,375
Total – Dedicated Public Use Square Feet	6,331

Based upon an existing State Department of Finance 2018 City population of 13,938, the 6,331 square feet creates a very modest standard of 0.454 square feet per resident. This standard indicates that the City has probably not had a great many opportunities in its relatively short life of 32 years with which to acquire more dedicated public use facility space for the City's public groups and residents. Table 5-2, following, demonstrates the calculation establishing the square foot standard:

Table 5-2 Calculation of Public Use Facilities Square Foot Standard

Public Meeting Space Square Feet	6,331
Current City Population	13,938
Square Foot per Resident Standard	0.454

Demand Upon Infrastructure Created by the Development of Underdeveloped or Undeveloped Parcels. Simply stated, additional residential dwelling units will increase the population, placing greater demands for use of a static amount of public use facilities. The construction of a detached dwelling unit will create, on average, 2.590 potential new community center users. The addition of a new attached dwelling will create on average 1.874 potential new users. The construction of a room addition is assumed to add one potential new user.

Table 5-3, following, demonstrates the calculation of the number of additional square feet required to merely *maintain* the existing dedicated public use facilities standard:

Table 5-3
Square Feet of Additional Dedicated Public Use Space
Required to Maintain Existing Standard

Residential DIF Land-Use Type	Number of Units Anticipated	Persons per Dwelling	Population Generated
Detached Dwelling Units	557	2.590	1,443
Attached Dwelling Units	223	1.874	418
Additional City Resid	1,861		
Square Foot per Person Existing Standard			0.454
Public Use Facilities S.F. Required to Maintain Standard			845

The Purpose of the Fee. The purpose of the fee is to determine the cost of expanding the dedicated public use type facilities by some number of square feet needed to meet the added demands created by the construction of additional residential dwelling units. It should be noted that 845 square feet of dedicated public use facilities may not meet all of the needs of the General Plan build-out community and that additional square feet beyond that and financed by this impact fee may be desired by the community. The reference to the 845 square feet indicates only the amount of additional public use facilities square feet that could be financed by DIFs to merely maintain the existing level of service.

<u>The Use of the Fee</u>. The fee, if adopted, would be imposed, collected, and expended on the construction of additional dedicated public use space that benefits City of Solana Beach residents, but *not* for the rehabilitation of any existing dedicated public use facility.

<u>The Relationship Between the Need for The Fee and The Type of Development Project</u>. Different types of residential dwellings generally have differing amounts of people dwelling in them. Census data indicates the following residential dwelling occupancy statistics (Table 2-2) for the City:

Detached Dwelling Units	2.590 Persons/Unit
Attached Dwelling Units	1.874 Persons/Unit
Single Room Addition	1.000 Persons/Unit

The Relationship Between the Use of the Fee and the Type of Development Paying the Fee. The fee will be used to expand the amount of dedicated public use facility square feet in proportions consistent with the average persons per dwelling. Dedicated public use facilities would be expanded in the following amounts following, by type of residential dwelling:

Detached Dwelling Unit.... 2.590 Persons per Unit X 0.454 Square Feet = 1.176 Square Feet Attached Dwelling Unit..... 1.874 Persons per Unit X 0.454 Square Feet = 0.851 Square Feet Single Room Addition....... 1.000 Persons per Unit X 0.454 Square Feet = 0.454 Square Feet

Amount of the Facility Attributed to the Development Project. The cost of adding 0.454 square feet of building space per person is roughly \$247 based upon a \$543.38 per square foot (\$525.00 for construction and \$18.38 for interior furnishings). A detached dwelling unit with 2.590 persons would require 1.176 square feet of public meeting space at a cost of \$640 (1.176 square feet X \$543.38 per square foot, rounded). An attached dwelling unit requires 0.851 square feet of public meeting space at a cost of about \$463 (0.851 square feet X \$543.38 per square foot). Table 5-4, following, indicates the proposed Dedicated Public Use DIF. A single room addition is assumed to support one additional resident at \$247.00.

Table 5-4
Summary of Dedicated Public Use Facilities Impact Fee

DIF Land-use Type	Impact Fee Per Unit
Detached Dwelling Unit	\$640
Attached Dwelling Unit	\$463
Single Room Addition	\$247

For ease in computation the single room addition is assumed to be 144 square feet (also at a generous at 12' feet by 12"). Table 5-5 converts this cost to a square foot fee.

Table 5-4
Conversion of Dedicated Public Use Facilities Impact Fee
to a Square Foot Application

Single Room Addition	\$247
Designated Average Bedroom Addition	144
Cost per Square Foot of Bedroom Addition	\$1.72

RECAP OF POTENTIAL PARK LAND ACQUISITION AND PARK INFRASTRUCTURE DEVELOPMENT IMPACT FEES

Residential Housing – The City could adopt Schedule 5.1 for dedicated Public Use Facilities for the two basic residential land-uses and single room addition and ADU's.

END OF CHAPTER TEXT

Schedule 5.1 City of Solana Beach 2017-18 Development Impact Cost Ca Dedicated Public Use Facilities	lculation	Public Use Facility S.F.
Fletcher Cove Community Center		1,232
Heritage Museum		724
La Colonia Community Center		4,375
Total Dedicated Public Use Square Feet		6,331
Current Population		13,938
Square Foot of Public Use Facil	ity Space per Resident	0.454
Public Use Facility Construction per Squa	re Foot	\$525.00
Interior Furnishings		\$18.38
Land Acquisition and Constru	\$543.38	
Cost per Public Use Facility Square Foot		\$543.38
Existing Public Use Facility Standard		0.454
Public Use Facility Construction Cost per Resident (rounded)		\$247
Public Use Facility Cost per Land Use Residential Dwelling Unit	Density per Dwelling Unit	Public Use Facility Cost
Detached Dwellings (units)	2.590	\$640
Attached Dwellings (units)	1.874	\$463
Single Room Addition 1,000		\$247
Single Bedroom Addition		\$247
Average Bedroom Size		144
Cost per Square Foot		\$1.72

ENR at January 2001	6281
ENR Construction Cost Index	9972
ENR Percent Increase	158.76%

	2003 Unit	ENR %	Current Cost Unit
Public Imps, Road/curb, gutter, etc.	\$121 Linear Foot	158.8%	\$192.11 Linear Foot
Large Park Grading/Irrigation/Turf	\$25,500 Acre	158.8%	\$40,430 Acre
Small Park Grading/Irrigation/Turf	\$30,600 Acre	158.8%	\$48,580 Acre
Plant Material:			
Trees-5, 24 Gallon Box/Acre	\$200.00 Each	158.8%	\$317.53 Each
Trees-15, 15 Gallon/Acre	\$100.00 Each	158.8%	\$158.76 Each
Shrubs-10, Five Gallon	\$19.00 Each	158.8%	\$30.17 Each
Shrubs-30, One Gallon	\$7.00 Each	158.8%	\$11.11 Each
lay apparatus			
Play Apparatus - Large	\$120,000 Lot	158.8%	\$190.520 Lot
Large Apparatus Curbing, 450'	\$18.50 Linear Foot	158.8%	\$29,37 Linear Foot
Play Apparatus - Medium	\$80,000 Lot	158.8%	\$127,010 Lot
Medium Apparatus Curbing, 375'	\$18,50 Linear Foot	158.8%	\$29.37 Linear Foot
Płay Apparatus - Śmall	\$40,000 Lot	158.8%	\$63.510 Lot
Small Aparatus Curbing, 225'	\$18.50 Linear Foot	158,8%	\$29.37 Linear Foot
Apparatus Safety Surface	\$2.50 Square Foot	158.8%	\$3,97 Square Foot
Buildings:			70,0. 5424,0. 500
Restroom - Small	\$60,450 Each	158.8%	\$95,970 Each
Restroom - Large	\$102,300 Each	158.8%	\$162,420 Each
Electrical Service Extension	\$15,000 Each	158.8%	\$23,810 Each
Equipment Storage Facility	\$55,800 Each	158.8%	\$88,590 Each
Combined Restroom/Concession	\$167,400 Each	158.8%	\$265,770 Each
Parking Lot	\$101,400 Edil	1 130,070	#EUD,I TO EADII
Parking Space 4" A.C. W/6" Rock Base	\$1,627.50 Space	158.8%	\$2,583.89 Square foot
V-gutter	\$7.44 Linear Foot	158.8%	\$11.81 Linear Foot
Drain Inlet	\$7.44 Each	158.8%	\$1.181.21 Each
Drain Inlet Connector	\$1,209 Each	158.8%	\$1,101.21 Each
Storm Drainage Collection Line	\$18.00 Linear Foot	158.8%	\$28,58 Linear Foot
Drive Approach	\$1.674 Each	158.8%	
Perimeter Curbing	\$9.30 Linear Foot	158.8%	\$2,658.00 Each \$14.77 Linear Foot
Parking Lot Striping	\$0.28 Linear Foot	158.8%	\$0.44 Linear Foot
Exterior Street Lighting Standards	\$1,674 Each	158.8%	\$2,658,00 Each
Lot Signage	\$186 Lot	158.8%	
tor olgrage Storm Drainage Facilities (In park)	\$100 LOL	120.076	\$295.30 Lot
Inlets	\$744 Each	450.00/	64 400 F
Connections		158.8%	\$1,180 Each
	\$1,209 Each	158.8%	\$1,920 Each
Lateral (to arterial) Sewer Facilities	\$18.00 Linear Foot	158.8%	\$28.58 Linear Foot
Connection to Arterial	#4 888 1 - 1	450 00/1	** 124
	\$1,860 Lot	158.8%	\$2,950 Lot
Line in Street	\$14.50 Linear Foot	158.8%	\$23.02 Linear Foot
Line In Park	\$12.50 Linear Foot	158.8%	\$19.85 Linear Foot
ire Hydrant	\$2,790 Esch	158.8%	\$4,430 Each
Park Lighting	4.050.2		
Walkway Lighting Standards	\$1,256 Each	158.8%	\$1,990 Each
Duct WorkWiring	\$767 Each	158.8%	\$1,220 Each
Walkway Electical Wiring	\$15 Linear Foot	158.8%	\$20 Each
Vater Facilities			
3" Meter	\$1,860 Each	158.8%	\$2,950 Each
#" Backflow Device	\$2,325 Each	158.8%	\$3,690 Each
Line in Street	\$11.16 Linear Foot	158.8%	\$20 Linear Foot

	2003	Unit	ENR %	Current Cost Unit
Water Fountains	\$651.00	Each	158.8%	\$1,030 Each
Fountain Lines in Park		Linear Foot	158.8%	\$20 Linear Foot
Benches/Tables				
Concrete Picnic Tables	\$750	Each	158.8%	\$1,190 Each
7' x 10' Cement Table Pads	\$1,050	Each	158.8%	\$1,670 Each
Individual BBQ Grills	\$326	Éach	158.8%	\$517.57 Each
Concrete Beriches	\$325	Each	158.8%	\$515.98 Each
3' x 6' Concrete Bench Pads	\$270	Éach	158.8%	\$428.66 Each
Bleachers	\$3,255	Each	158.8%	\$5.170 Each
Large Covered Picnic Ramada	\$57,660	Each	158.8%	\$91,540 Each
Individual Covered Picnic Pad	\$13,950	Each	158.8%	\$22,150 Each
User Electrical Service	\$9,300	Each	158.8%	\$14.770 Each
Electrical Service per Group area	\$1,163	Each	158,8%	\$1,850 Each
Game Courts	\$75,600			
Basketball Courts	\$50,350	Each	158.8%	\$79,940 Each
Basketball Court Lighting	\$32,550	Each	158.8%	\$51,680 Each
Fenced Tennis Courts	\$55,800	Each	158.8%	\$88,590 Each
Tennis Court Lighting	\$32,550	Each	158.8%	\$51,690 Each
Baseball Field - Competitive	\$46,500	Each	158.8%	\$73,830 Each
Ballfield Lighting	\$186,000	Per two fields	158.8%	\$295,300 Per two fields
Baseball Field - Recreational	\$13,950	Each	158.8%	\$22,150 Each
Soccer Field (crowned)	\$16,740	Each	158.8%	\$26,580 Each
Skatepark	\$17.50	Square Foot	158,8%	\$27.80 Each
Pedestrian Walkway				
5' wide	\$75.00	Linear Foot	158.8%	\$119.07 Linear Foot
6' wide	\$81.00	Linear Foot	158.8%	\$128.60 Linear Foot
9'wide	\$108.00	Linear Foot	158.8%	\$171.47 Linear Foot
Mscellaneous Flatwork	\$15.00	Square Foot	158.8%	\$23.81 Linear Foot
Small Park Signage	\$4,650	Lot	158.8%	\$7,380 Lot
Large Park Signage	\$15,000	Lot	158.8%	\$23,810 Lot
Bike Rack/Pad	\$1,395	Each	158.8%	\$2,210 Each
Natural (Lake, Grove, etc)	\$375,000	Each	158.8%	\$595,370 Each
Small concrete stage	\$29,060	Each	158.8%	\$46,140 Each
Medium Ampitheater/bandshell	\$139,500	Each	158.8%	\$221,480 Each

	Total Cost
	Total Acres
	Average Cost per Acre
Total Cost per Park	
Number of Parks	15.00
Total Cost of Parks	\$70,049,529
Total Improved Park Acres	150.00
Average Construction Cost per Park Acre	\$466,996.86

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	5 Acre Neighborhood		15 Acre Community Park	
Public Imps, Road/curb, gutter, etc.	1,680	\$322.745	3,360	\$645,490
Large Park Grading/Irrigation/Turf	0	\$0	15	\$607.200
Small Park Grading/Irrigation/Turf	5	\$242,900		\$0
Plant Material:	 		<u> </u>	
Trees-5, 24 Gallon Box/Acre	25	\$7,938	75	\$23.815
Trees-15, 15 Gallon/Acre	75	\$11,907	225	\$35,721
Shrubs-10, Five Gallon	50	\$1.509	150	\$4,526
Shrubs-30, One Gallon	150	\$1,667	450	\$5,000
Play apparatus	1	41,001	750]	\$5,000
Play Apparatus - Large	0	\$0	1	\$190,520
Large Apparatus Curbing, 450'	0	\$0	450	\$13,217
Play Apparatus - Medium	1	\$127,010	2	\$254,020
Medium Apparatus Curbing, 375'	375	\$11,014	750	\$22,028
Play Apparatus - Small	0	\$0	2	\$127,020
Small Aparatus Curbing, 225'	Ó	\$0	450	\$13,217
Apparatus Safety Surface	8,789	\$34,892	36,562	\$145,151
Buildings:	0,1001	404,032	30,302	\$142 ¹ 121
Restroom - Small	0	\$0	71	\$95,970
Restroom - Large	3	\$0	 	\$162,420
Electrical Service Extension	ő	\$0	1 2	\$47.620
Equipment Storage Facility	0	\$0	 	
Combined Restroom/Concession	1 6	<u>\$0</u>	1	\$0 \$265,770
Parking Lot	1	ąυ		\$205,110
Parking Space 4" A.C. W/6" Rock Base	8	\$20,671	150	CONTEQ4
V-gutter	96	\$1,134	1.800	\$387,584 \$21,258
Drain Inlet	1 1	\$1,134	1,000	
Drain Inlet Connector	 	\$1,919	8	\$8,859
Storm Drainage Collection Line	144	\$4,116	2,700	\$14,396
Drive Approach	1	\$2,658	2,700	\$77,166
Perimeter Curbing	490	\$7,237	3,600	\$10,632
Parking Lot Striping	80	\$35	1,500	\$53,172 \$660
Exterior Street Lighting Standards	4	\$10,632		
Lot Signage	1	\$295	18	\$47,844
Storm Drainage Facilities (in park)	<u> </u>	\$Z90	3	\$886
Inlets	2	\$2,360	30	80E 100
Connections	2 2	\$2,300	50	\$35,400
Lateral (to arterial)				\$11,520
Sewer Facilities	1,050	\$30,009	4,725	\$135,041
Connection to Arterial	01	ŧοl	r	d= 000 l
Line in Street	0	\$0	2	\$5,900
Line in Cark	0	\$0	120	\$2,762
Fire Hydrant	1	\$0	630	\$12,506
Park Lighting	11	\$4,430	4	\$17,720
Walkway Lighting Standards		<i>6</i> 6.1		der hand a dead of
Duct WorkWiring	0	\$0	252	\$501,480
	3	\$3,660	12	\$14,640
Walkway Electical Wiring Water Facilities	0	\$0	13,120	\$262,400
Water Facilities 3* Meter	,	** 0=* 1		
	1	\$2,950	1	\$2,950
#* Backflow Device Line in Street	1 2 606	\$3,690	1	\$3,690
Line in Street	1,320	\$26,400	120	\$2,400

	5 Acre Ne	5 Acre Neighborhood		15 Acre Community Park	
Water Fountains		\$1,030	8	\$8,240	
Fountain Lines in Park	200	\$4,000	1.000	\$20,000	
Benches/Tables		41124	1,000	42,000	
Concrete Picnic Tables	4	\$4,760	60	\$71,400	
7' x 10' Cement Table Pads	4	\$6,680	60	\$100,200	
Individual BBQ Griffs	2	\$1,035	30	\$15,527	
Concrete Benches	4	\$2,064	30	\$15,479	
3' x 6' Concrete Berich Pads	4	\$1,715	30	\$12,860	
Bleachers	0	\$0	0	\$0	
Large Covered Picnic Ramada	0	\$0	2	\$183,080	
Individual Covered Plonic Pad	4	\$88,600	20	\$443,000	
User Electrical Service	0	\$0	2	\$29,540	
Electrical Service per Group area	1	\$1,850	6	\$11,100	
Game Courts		7.:1===	<u> </u>		
Basketball Courts	0	\$0	2	\$159,880	
Basketball Court Lighting	0	\$0	0	\$0	
Fenced Tennis Courts	0	\$0	2	\$177,180	
Tennis Court Lighting	0	\$0	0	\$0	
Baseball Field - Competitive	Ô	\$0	Ó	\$0	
Ballfield Lighting	0	\$0	Ó	\$0	
Baseball Field - Recreational	1	\$22,150	6	\$132,900	
Soccer Fleid (crowned)	0	\$0	0	\$0	
Skatepark	0	\$0	14 400	\$400,320	
Pedestrian Walkway			**************************************		
5'wide	1,680	\$200,038	1,680	\$200,038	
6' wide	1,680	\$216,048	1.680	\$216,048	
9' wide	0	\$0	2,940	\$504,122	
Miscellaneous Flatwork	500	\$11,905	8,500	\$202,385	
Small Park Signage	1	\$7,380	0	\$0	
Large Park Signage	Ö	\$0	1	\$23,810	
Bike Rack/Pad	2	\$4,420	9	\$19,890	
Natural (Lake, Grove, etc)	0	\$0	1	\$595,370	
Small concrete stage	1	\$46,140	2	\$92,280	
Wedium Ampitheater/bandshell	0	\$0	1	\$221,480	
	Į	\$1,503,614	[\$8,145,700	
		5		15	
		\$301,723	ľ	\$543.047	

\$1,503,614 5 \$301,723 \$1,508,614 9 \$13,577,526 45 \$8,145,700 15 \$543,047 \$8,145,700 3 \$24,437,100

	20 Acre	Sports Park
Public Imps, Road/curb, gutter, etc.	3,780	\$726,176
Large Park Grading/Irrigation/Turf	20	\$809,600
Small Park Grading/Irrigation/Turf	0	\$0
Plant Material:		
Trees-5, 24 Gallon Box/Acre	50	\$15,877
Trees-15, 15 Gallon/Acre	300	\$47,628
Shrubs-10, Five Gallon	100	\$3,017
Shrubs-30, One Gallon	300	\$3,333
Play apparatus		
Play Apparatus - Large	1	\$190,520
Large Apparatus Curbing, 450'	450	\$13,217
Play Apparatus - Medium	1	\$127,010
Medium Apparatus Curbing, 375'	375	\$11,014
Play Apparatus - Small	1	\$63,510
Small Aparatus Curbing, 225'	225	\$6,608
Apparatus Safety Surface	24,609	\$97,698
Buildings:		\$01,1000
Restroom - Small	1	\$95,970
Restroom - Large	i	\$162,420
Electrical Service Extension	2	\$47,620
Equipment Storage Facility	1	\$88,590
Combined Restroom/Concession	2	\$531,540
Parking Lot		\$551,040
Parking Space 4" A.C. W/6" Rock Base	400	\$1,033,556
V-gutter	4.800	\$56,688
Drain Inlet	20	\$23,624
Drain Inlet Connector	20	\$38,389
Storm Drainage Collection Line	7,200	\$205,776
Drive Approach	6	\$15,948
Perimeter Curbing	9,600	\$141,792
Parking Lot Striping	4,000	\$1,760
Exterior Street Lighting Standards	20	\$53,160
Lot Signage	3	\$886
Storm Drainage Facilities (in park)	<u></u> -1	4000
Inlets	40	\$47,200
Connections	i al	\$15,360
Lateral (to arterial)	6,300	\$180,054
Sewer Facilities	1	4100,03 1
Connection to Arterial	2	\$5,900
Line in Street	120	\$2,762
Line in Park	630	\$12,506
Fire Hydrant	5	\$22,150
Park Lighting	<u> </u>	
Walkway Lighting Standards	235	\$468,048
Duct Work/Wiring	5	\$6,100
Walkway Electical Wiring	8,830	\$176,600
Water Facilities	7	÷., 0,000
3" Meter	T 1 1	\$2,950
#" Backflow Device	1	\$3,690
Line in Street	120	\$2,400
		4-,700

	20 Acres	20 Acre Sports Park	
Water Fountains	12	\$12,360	
Fountain Lines in Park	1,000	\$20,000	
Benches/Tables			
Concrete Picnic Tables	30	\$35,700	
7'x 10' Cement Table Pads	30	\$50,100	
Individual BBQ Grills	10	\$5,176	
Concrete Benches	15	\$7,740	
3' x 6' Concrete Bench Pads	15	\$6,430	
8leachers 8	14	\$72,380	
Large Covered Picnic Ramada	0	\$0	
Individual Covered Picnic Pad	4	\$88,600	
User Electrical Service	1	\$14,770	
Electrical Service per Group area	4	\$7,400	
Game Courts			
Basketball Courts	4	\$319,760	
Basketball Court Lighting	4	\$206,720	
Fenced Tennis Courts	6	\$531,540	
Tennis Court Lighting	6	\$310,080	
Baseball Field - Competitive	6	\$442,980	
Ballfield Lighting	4	\$1,181,200	
Baseball Field - Recreational	0	\$0	
Soccer Field (crowned)	4	\$106,320	
Skatepark	21,600	\$600,480	
Pedestrian Walkway			
5' wide	1,050	\$125,024	
6 wide	1,050	\$135,030	
9' wide	3,780	\$648,157	
Mscellaneous Flatwork	4,000	\$95,240	
Small Park Signage	. 0	\$0	
Large Park Signage	1	\$23,810	
Bike Rack/Pad	12	\$26,520	
Natural (Lake, Grove, etc)	0	\$0	
Small concrete stage	1	\$46,140	
Medium Ampitheater/bandshell	0	\$0	

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