

CITY OF SOLANA BEACH

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



AGENDA

Joint REGULAR Meeting

Wednesday, January 11, 2023 * 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. The video taping of meetings are maintained as a permanent record and contain a detailed account of the proceedings. Council meeting tapings are archived and available for viewing on the City's [Public Meetings](#) webpage.

WATCH THE MEETING

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

AGENDA MATERIALS

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

PUBLIC COMMENTS

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

- Correspondence received after the official posting of the agenda, but two hours prior to the meeting start time, on the meeting day, will be distributed to Council and made available online along with the agenda posting. All submittals received before the start of the meeting will be made part of the record.
- Written submittals will be added to the record and not read out loud.

And/Or

Verbal Comment Participation:

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

Public speakers have 3 minutes each to speak on each topic. Time may be donated by another individual

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

SPECIAL ASSISTANCE NEEDED

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

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

<u>CITY COUNCILMEMBERS</u>		
David A. Zito Councilmember District 1	Lesa Heebner Mayor	Jewel Edson Councilmember District 3
Kristi Becker Councilmember District 2		Jill MacDonald Councilmember District 4

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:

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.*

None at the posting of this agenda

ORAL COMMUNICATIONS:

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

COUNCIL COMMUNITY ANNOUNCEMENTS / COMMENTARY:

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

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

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

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

A.1. Minutes of the City Council.

Recommendation: That the City Council

1. Approve the Minutes of the following City Council meetings held December 09, 2022.

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

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

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

Recommendation: That the City Council

1. Ratify the list of demands for November 19, 2022 – December 16, 2022.

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

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

A.3. General Fund Adopted Budget for Fiscal Year 2022/2023 Changes. (File 0330-30)

Recommendation: That the City Council

1. Receive the report listing changes made to the Fiscal Year 2022-2023 General Fund Adopted Budget.

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

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

A.4. 2023 City Council Meeting Schedule Planning. (File 0410-05)

Recommendation: That the City Council

1. Review, edit, and/or approve a 2023 anticipated Council Meeting schedule with proposed cancellations and/or additional meetings.

[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. Community Development Block Grant Coronavirus (CDBG-CV) Funding for Community Resource Center (CRC) Food and Nutrition Center. (File 0230-20)

Recommendation: That the City Council

1. Adopt **Resolution 2023-001**:
 - a. Approving the funding allocation of \$31,150 from the CDBG-CV Fund to Community Resource Center to administer the Food and Nutrition Center Program to benefit Solana Beach residents impacted by the Coronavirus pandemic.
 - b. Authorizing the City Manager to submit any necessary documents to the County to approve the Food and Nutrition Center Program as an authorized use of CDBG-CV funding and get reimbursement.
 - c. Authorizing the City Manager to increase the offsetting budget increases of \$31,150 for both revenue and expenses in the CDBG Fund.
 - d. Authorizing the City Manager to execute an amendment with the County for management and implementation of the CDBG-CV program and such other agreements, memoranda of understanding and documents related thereto.
 - e. After the amendment with the County is executed, authorizing the City Manager to execute an agreement with the Community Resource Center in the amount of \$31,150 to administer the Food and Nutrition Center Program.

[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. Fletcher Cove Tot Lot Equipment Purchase. (File 0720-30, 0730-40)

Recommendation: That the City Council

1. Adopt **Resolution 2023-005** authorizing the City Manager to execute any and all agreements necessary for the purchase of the Fletcher Cove Tot Lot playground equipment from Landscape Structures, Inc. (LSI) or their approved equipment supplier.

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

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

A.7. Solana Beach Successor Agency Administrative Budget and Recognized Obligation Payment Schedule (ROPS). (File 0115-30)

Recommendation: That the Successor Agency

1. Receive the Successor Agency's enforceable obligations payment information and administrative budget for the period July 1, 2023 to June 30, 2024.
2. Adopt **Resolution SA-031** approving the SA Administrative Budget for July 1, 2023 to June 30, 2024.
3. Adopt **Resolution SA-032** approving the ROPS 23-24 for July 1, 2023 to June 30, 2024.

[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. Transaction Tax Audit & Economic Analysis Consulting Services. (File 0390-00)

Recommendation: That the City Council

1. Adopt **Resolution 2023-004**:
 - a. Authorizing the City Manager to execute a Professional Services Agreement, in an amount not to exceed \$25,000, with Hinderliter de Llamas and Associates for transaction tax audit and economic analysis consulting services.
 - b. Authorizing the City Manager to extend the agreement up to four additional one-year terms at the sole discretion of the City.
 - c. Authorizing an appropriation of \$25,000 from the Professional Services account in the Finance department.
 - d. Authorizing the City Treasurer to amend the FY 2022/23 Adopted Budget accordingly.
2. Adoption of **Resolution 2023-008** authorizing examination of sales or transactions use taxes records administered by the California Department of Tax and Fee Administration.

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

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

A.9. Interim Finance Director/Treasurer Appointment. (File 0560-00)

Recommendation: That the City Council

1. Adopt **Resolution 2023-011** ratifying the appointment of Rodney Greek as Interim Finance Director/Treasurer and approve the retired annuitant interim employment agreement.

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

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

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

B. PUBLIC HEARINGS: (B.1. – B.3.)

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

B.1. Public Hearing: 437 Marview Dr., Applicants: Tom and Marti Bertolino, Application: DRP21-009, SDP21-010 (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 to approve a DRP. Should the City Council support the SDP Waiver, the project would meet the requirements of the SDP. Therefore, should the City Council be able to make the findings to approve the DRP and SDP Waiver, 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 2023-006** conditionally approving a DRP, SDP, and SDP Waiver to demolish a single-family residence, construct a replacement 4,074 square-foot, two-story single-family residence with a 742 square-foot street-level three-car garage, and perform associated site improvements at 437 Marview Drive, Solana Beach.

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

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

B.2. Public Hearing: 327 N. Acacia Ave., Applicant: Gregory and Lynette Petre, Application: DRP22-011, SDP22-009. (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 2023-003** conditionally approving a DRP and SDP to demolish a single-story, single-family residence, construct a replacement two-story, single-family residence with an attached main floor garage, an attached ADU, and perform associated site improvements at 327 N. Acacia Avenue, Solana Beach.

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

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

B.3. Public Hearing: 715 Ida Ave., Applicant: Chris Crowley, Case: DRP20-008, SDP20-012. (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 15301 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt **Resolution 2023-002** conditionally approving a DRP and SDP for a replacement single-story, single-family residence and associated site improvements at 715 Ida Avenue, Solana Beach.

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

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

C. STAFF REPORTS: (C.1.)

Submit speaker slips to the City Clerk.

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

C.1. Safe Routes to Schools Program Recommendations. (File 0860-35)

Recommendation: That the City Council

1. Receive the Staff Report and provide direction to Staff as needed.

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

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

WORK PLAN COMMENTS:

Adopted June 22, 2022

COMPENSATION & REIMBURSEMENT DISCLOSURE:

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

COUNCIL COMMITTEE REPORTS: [Council Committees](#)

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

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

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

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

CITIZEN COMMISSION(S)

- a. Climate Action Commission – Zito, MacDonald

ADJOURN:

Next Regularly Scheduled Meeting is January 25, 2023

Always refer to the City's website [Event Calendar](#) for an updated schedule or contact City Hall. www.cityofsolanabeach.org 858-720-2400

AFFIDAVIT OF POSTING

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

I, Angela Ivey, City Clerk of the City of Solana Beach, do hereby certify that this Agenda for the January 11, 2023 Council Meeting was called by City Council, Successor Agency to the Redevelopment Agency, Public Financing Authority, and the Housing Authority of the City of Solana Beach, California, was provided and posted on January 4, 2023 at 2:45 p.m. on the City Bulletin Board at the entrance to the City Council Chambers. Said meeting is held at 6:00 p.m., January 11, 2023, in the Council Chambers, at City Hall, 635 S. Highway 101, Solana Beach, California.

Angela Ivey, City Clerk
City of Solana Beach, CA

UPCOMING CITIZEN CITY COMMISSION AND COMMITTEE MEETINGS:

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

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



CITY OF SOLANA BEACH

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

MINUTES

Joint – Closed Session

Wednesday, November 09, 2022 ♦ 5:00 p.m.

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

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

CITY COUNCILMEMBERS

Lesa Heebner, Mayor

Kelly Harless
Deputy Mayor

David A. Zito
Councilmember
District 1

Jewel Edson
Councilmember
District 3

Kristi Becker
Councilmember

Gregory Wade
City Manager

Johanna Canlas
City Attorney

Angela Ivey
City Clerk

CALL TO ORDER AND ROLL CALL:

Mayor Heebner called the meeting to order at 5:03 p.m.

Present: Lesa Heebner, Kelly Harless, David A. Zito, Jewel Edson, Kristi Becker

Absent: None

Also: Gregory Wade, City Manager

Present: Johanna Canlas, City Attorney

PUBLIC COMMENT ON CLOSED SESSION ITEMS (ONLY): None

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

CLOSED SESSION:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

- Fomon v. City of Solana Beach (37-2022-00037594-CU-WM-CTL)

No reportable action.

ADJOURN:

Mayor Heebner adjourned the meeting at 5:50 p.m.

Angela Ivey, City Clerk

Council Approved: December 9, 2022

CITY OF SOLANA BEACH

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



MINUTES

Joint SPECIAL Meeting

Friday, December 09, 2022 * 4:00 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](#).

CITY COUNCILMEMBERS

Lesa Heebner, Mayor

Kelly Harless, Deputy Mayor

David A. Zito, Councilmember

Jewel Edson, Councilmember

Kristi Becker, Councilmember

Gregory Wade
City Manager

Johanna Canlas
City Attorney

Angela Ivey
City Clerk

CALL TO ORDER AND ROLL CALL:

Mayor Heebner called the meeting to order at 4:07 p.m.

Present: Lesa Heebner, Kelly Harless, David A. Zito, Jewel Edson, Kristi Becker,

Absent: None

Also Greg Wade, City Manager

Present: Johanna Canlas, City Attorney

Angela Ivey, City Clerk

Dan King, Assistant City Manager

Mo Sammak, City Engineer/Public Works Dir.

Rod Greek, Interim Finance Dir.

Joseph Lim, Community Development Dir.

CLOSED SESSION REPORT: None

FLAG SALUTE:

APPROVAL OF AGENDA:

Motion: Moved by Mayor Heebner and second by Councilmember Edson to approve.

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

Council and Greg Wade, City Manager, recognized retiring Fire Chief Mike Stein and thanked him for his service.

Mike Stein, Fire Chief, thanked all for their support and said that the Solana Beach Fire Department was in good shape and had a Class 1 rating, the highest Class of which only 2% of fire departments have in the country.

ORAL COMMUNICATIONS:

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

Michelle Jaffe and Valeri Paul, Parks and Recreation Commission members, spoke about the holiday tree lighting event and thanked many volunteers, the public works department, and performers for their assistance and participation.

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.5.)

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

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

A.1. Minutes of the City Council.

Recommendation: That the City Council

1. Approve the Minutes of the City Council meetings held on October 12, 2022, October 26, 2022 and November 09, 2022.

Approved Minutes <https://www.cityofsolanabeach.org/en/government/public-meetings/agendas-minutes-videos>

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

A.2. Salary Schedule Update – Fiscal Year (FY) 2022/2023. (File 0520-10)

Recommendation: That the City Council

1. Adopt **Resolution 2022-134** approving the amendments to the FY 2022/2023 Management Salary Schedule and Part-Time/Temporary/Seasonal Salary Schedule

and authorize the City Manager to make any subsequent changes to the Salary Schedule in accordance with applicable laws.

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

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

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

A.3. Outdoor Dining Extension. (File 0600-10)

Recommendation: That the City Council

1. Adopt **Resolution 2022-132** extending the COVID-19 Temporary Use Permit Policy.

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

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

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

A.4. November 8, 2022 General Election Results. (File 0430-20)

Recommendation: That the City Council

1. Adopt **Resolution 2022-130** approving the certification of the results for the November 8, 2022 General Municipal Election.

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

[Item A.4. Updated Report #1 \(12-08-22 at 5:30pm\)](#)

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

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

A.5. California Department of Tax and Fee Administration (CDTFA) Agreements for Implementation of Measure "S". (File 0390-70)

Recommendation: That the City Council

1. Approve **Resolution 2022-137** authorizing the City Manager to execute the necessary agreements with the California Department of Tax and Fee administration (CDTFA) for implementation of the Local Transactions and Use Tax.
2. Approve **Resolution 2022-140** authorizing the examination of Sales or Transaction Use Taxes records.

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

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

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

C. STAFF REPORTS: (C.1. – C.2.)

Submit speaker slips to the City Clerk.

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

C.1. United States Army Corps of Engineers (USACE) Project Partnership Agreement (PPA). (File 0740-80)

Recommendation: That the City Council

1. Adopt **Resolution 2022-139:**

- a. Authorizing the City Manager to act on behalf of the City of Solana Beach, in consultation with the City Attorney, to execute the USACE Project Partnership Agreement (PPA);
- b. Authorizing the City Manager to issue a noise exception for construction activities consistent with SBMC Section 7.34.100(B)(2)(b) to ensure Project construction begins on schedule in late 2023; and
- c. Authorizing the City Manager to execute a Right-of-Entry (ROE) Permit with the State Department of Parks and Recreation for use of construction staging area on a portion of the Cardiff State Beach/Seaside Parking Lot in a form and with conditions acceptable to the City.

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

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

Greg Wade, City Manager, presented a PowerPoint (on file)

Council and Staff discussed the schedule, notifying residents and businesses, signage, and beach access.

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

C.2. General Fund Update (Unaudited) – Fiscal Year 2021/22. (File 0330-80)

Recommendation: That the City Council

1. Accept and file the General Fund Update for Fiscal Year 2021/22.
2. Provide direction to Staff regarding whether to use an amount of the projected General Fund surplus to fund the PARS Irrevocable Trust for Pensions as part of a budget appropriation to the General Fund Unreserved Fund Balance, and other funds as determined by the Finance Department, in Fiscal Year 2022/23.
3. Provide direction to Staff regarding whether to use an amount of the projected General Fund surplus to add funding to the FY23 Annual Pavement Management Program as part of a budget appropriation to the General Fund Unreserved Fund Balance in Fiscal

Year 2022/23.

4. Approve **Resolution 2022-123** revising appropriations in the Fiscal Year 2021/22 and Fiscal Year 2022/23 budgets.
5. Authorize the City Treasurer to amend the FY 2021/2022 and FY 2022/23 Adopted Budget accordingly.

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

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

Greg Wade, City Manager, introduced the item.

Rod Greek, Acting Finance Dir., presented a PowerPoint (on file).

Council and Staff discussed funding options for next year's annual pavement project and contribution to the Public Agency Retirement Services (PARS) trust fund.

Motion: Moved by Councilmember Zito and second by Deputy Mayor Harless to approve and allocate an additional \$150,000 to the street program and \$720,000 to the PARS trust fund. **Approved 5/0.** Ayes: Heebner, Harless, Zito, Edson, Becker. Noes: None. Motion carried unanimously.

D.1. Recognition of Outgoing City Councilmember. (File 0410-85)

Recognition of Deputy Mayor Harless concluding her 4-year term of service as Councilmember. *Council, Staff, and Public comment.*

Greg Wade, City Manager, recognized outgoing Deputy Mayor Harless for her kindness and compassion, her leadership on gun legislation including ghost guns which led to a state resolution, and presented her a gift from the City.

City Council addressed Deputy Mayor Harless recounting remembrances, acknowledging her service and character, and presented her a gift from Council.

Deputy Mayor Harless made remarks regarding her appreciation and respect for the public, City Council, colleagues, City staff, and Council's accomplishments during her tenure.

Rose Ann Sharp, Never Again CA, spoke of Deputy Mayor Harless as a key strategist in gun legislation speaking to over 30 community-based clubs to explain the issues and collecting 2,000 signatures to end the Del Mar Gun Show.

Peter Zahn spoke about her service, integrity, values, and the depth of her impact.

Lisa Montes spoke about her leadership and her helping implement a Covid vaccine clinic in La Colonia and surrounding areas as well as feeding families that were out of jobs.

Cindi Clemons spoke about her public service to Solana Beach, Council committees, and past volunteer work, and presented her a gift from many friends.

Jodee Brentlinger, Solana Beach School District Superintendent, spoke about her advocacy for children and acknowledged her leadership, courage, and collaboration.

D.2. Administer Oaths of Office to New Elected Terms. (File 0470-85)

The City Clerk will administer the oaths of office to newly elected positions:

- Councilmember District 2 - Kristi Becker
- Councilmember District 4 - Jill MacDonald

Angela Ivey, City Clerk, administered the Oath of Office to Kristi Becker and Jill MacDonald.

ADJOURN:

Mayor Heebner adjourned the meeting at 5:43 p.m.

Angela Ivey, City Clerk

Council Approved: _____



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: January 11, 2023
ORIGINATING DEPT: Finance
SUBJECT: Register of Demands

BACKGROUND:

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

Register of Demands - 11/19/22 through 12/16/22

Check Register-Disbursement Fund (Attachment 1)		\$ 2,219,852.54
Net Payroll Retiree Health	December 2, 2022	3,769.00
Net Payroll Council	December 8, 2022	5,233.96
Net Payroll Staff N11	November 25, 2022	313,847.28
Net Payroll Staff N12	December 9, 2022	<u>350,041.34</u>
TOTAL		\$ <u>2,892,744.12</u>

DISCUSSION:

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

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

The register of demands for November 19, 2022 through December 16, 2022 reflects total expenditures of \$2,892,744,12 from various City sources.

WORK PLAN:

N/A

CITY COUNCIL ACTION: _____

OPTIONS:


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

DEPARTMENT RECOMMENDATION:

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

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Check Register – Disbursement Fund



City of Solana Beach

Register of Demands

11/19/2022 - 12/16/2022

Department Vendor	Description	Date	Check/EFT Number	Amount
100 - GENERAL FUND				
MISSION SQUARE PLAN 302817	PLAN NUMBER: 302817	11/23/2022	102916	\$12,443.33
MISSION SQUARE PLAN 302817	PLAN NUMBER: 302817	11/23/2022	102916	\$5,344.82
MISSION SQUARE PLAN 302817	PLAN NUMBER: 302817	12/01/2022	9000645	\$14,203.00
MISSION SQUARE PLAN 302817	PLAN NUMBER: 302817	12/08/2022	102979	\$5,344.82
MISSION SQUARE PLAN 302817	PLAN NUMBER: 302817	12/08/2022	102979	\$10,230.91
SOLANA BEACH FIREFIGHTERS ASSOC	FD DUES PD 11/25/22	11/23/2022	9000642	\$850.00
SOLANA BEACH FIREFIGHTERS ASSOC	FD DUES PD 12/09/22	12/08/2022	9000656	\$850.00
US BANK	FRAUD CHARGE	12/01/2022	102923	\$180.55
PRE-PAID LEGAL SERVICES, INC	NOV 22-PPD LEGAL	12/14/2022	103034	\$38.85
AFLAC	NOVEMBER 22	12/08/2022	102961	\$870.16
MISSION SQUARE RHS 801939	PLAN NUMBER: 801939	11/23/2022	102917	\$2,110.96
MISSION SQUARE RHS 801939	PLAN NUMBER: 801939	12/01/2022	9000646	\$2,110.96
MISSION SQUARE RHS 801939	PLAN NUMBER: 801939	12/08/2022	102980	\$2,110.96
STERLING HEALTH SERVICES, INC.	N11 FSA/DCA CONTRIBUTIONS	12/01/2022	9000649	\$1,302.08
STERLING HEALTH SERVICES, INC.	N11 FSA/DCA CONTRIBUTIONS	12/01/2022	9000649	\$439.77
STERLING HEALTH SERVICES, INC.	2023 FSA PLAN YEAR-INITIAL FUNDING	12/14/2022	9000662	\$4,325.83
SELF INSURED SERVICES COMPANY	DEC 22-DENTAL	12/08/2022	9000653	\$2,863.40
FRANCHISE TAX BOARD	PD112522 ORDER#633140172933902746	11/23/2022	102915	\$100.00
FRANCHISE TAX BOARD	PD120822 ORDER#633140172933902746	12/08/2022	102977	\$100.00
INSTATAX	N11 11/25/22 PD TAXES	11/25/2022	9112522	\$58,008.31
INSTATAX	N11 11/25/22 PD TAXES	11/25/2022	9112522	\$1,454.62
INSTATAX	N11 11/25/22 PD TAXES	11/25/2022	9112522	\$19,042.76
INSTATAX	N11 11/25/22 PD TAXES	11/25/2022	9112522	\$1,712.07
KAREN KELLY	RFND-1718.20/1040 SOLANA	12/01/2022	102939	\$300.99
JEFF PARSHALLE	RFND-DRP21-017/SDP21-015	12/01/2022	102937	\$1,583.00
JEFF PARSHALLE	RFND-DRP21-017/SDP21-015	12/01/2022	102937	\$548.00
JOE KELLEJIAN	RFND-11/06/22-FCCC	12/01/2022	102938	\$500.00
DAVID SCHULMAN	RFND-10/28/22-FCCC	12/01/2022	102930	\$500.00
SUSAN BUTLER	RFND-11/19/22-FCCC	12/08/2022	102998	\$500.00
ALYA ZAHID & GHADA ALIREZA	RFND-SB0645095	12/08/2022	102962	\$22.50
TOTAL GENERAL FUND				\$149,992.65
1005100 - CITY COUNCIL				
LEAGUE OF CALIFORNIA CITIES INC	MEMBERSHIP DUE-2022	12/14/2022	103024	\$600.00
US BANK	COUNCIL DINNER	12/14/2022	103014	\$149.00
US BANK	PENS	12/14/2022	103014	\$40.28
TOTAL CITY COUNCIL				\$789.28
1005150 - CITY CLERK				
IRON MOUNTAIN	NOV 22-RECORDS STORAGE	12/08/2022	102981	\$1,318.69
APPLE ONE, INC	CLK-Temporary Staffing - 10/22/22	12/01/2022	102919	\$844.56
APPLE ONE, INC	CLK-Temporary Staffing - 11/12/22	12/01/2022	102919	\$1,266.84
APPLE ONE, INC	CLK-Temporary Staffing - 11/19/22	12/01/2022	102919	\$1,548.36
APPLE ONE, INC	CLK-Temporary Staffing - 11/05/22	12/01/2022	102919	\$1,530.77

APPLE ONE, INC	11/26/22-TEMP SRVC-CLK	12/08/2022	102964	\$633.42
APPLE ONE, INC	10/29/22-TEMP SRVC-CLK	12/08/2022	102964	\$1,126.08
PITNEY BOWES GLOBAL FINANCIAL SVC	E-Z SEAL BOTTLES	12/08/2022	102989	\$82.42
STAPLES CONTRACT & COMMERCIAL	FILE FOLDERS	12/08/2022	102996	\$96.19
STAPLES CONTRACT & COMMERCIAL	MOUSE	12/08/2022	102996	\$49.55
STAPLES CONTRACT & COMMERCIAL	PACKING TAPE/SHEET PROTECTORS	12/08/2022	102996	\$96.78
STAPLES CONTRACT & COMMERCIAL	KLEENEX/STAPLER/PAPER TOWELS	12/08/2022	102996	\$79.05
STAPLES CONTRACT & COMMERCIAL	PENS	12/08/2022	102996	\$26.50
STAPLES CONTRACT & COMMERCIAL	PENS	12/08/2022	102996	\$26.50
STAPLES CONTRACT & COMMERCIAL	FILE CABINET	12/08/2022	102996	\$467.11
STAPLES CONTRACT & COMMERCIAL	BINDERS/PACKING TAPE	12/08/2022	102996	\$315.82
US BANK	AI-LAW&ELECTION SEMINAR	12/14/2022	103014	\$500.00
US BANK	AI-AIR FILTER	12/14/2022	103014	\$19.92
US BANK	COSB COUNCIL TRANSCRIPT	12/14/2022	103014	\$43.25
US BANK	COSB COUNCIL TRANSCRIPT	12/14/2022	103014	\$18.50
US BANK	GAVEL FOR MAYOR	12/14/2022	103014	\$145.09
US BANK	ART&FRAME	12/14/2022	103014	\$493.67
US BANK	TRANSLATION SERVICES	12/01/2022	102923	\$20.00
US BANK	TRANSLATION SERVICES	12/01/2022	102923	\$10.00
US BANK	TRANSLATION SERVICES	12/01/2022	102923	\$90.00
US BANK	POOL NOODLES	12/01/2022	102923	\$54.02
US BANK	TRAINING WORKSHOP	12/01/2022	102923	\$25.00
US BANK	MINUTES VIDEO TRANS	12/01/2022	102923	\$46.50
US BANK	MINUTES VIDEO TRANS	12/01/2022	102923	\$27.50
CAL EXPRESS	CITY COUNCIL VIDEO CONVERSIONS	12/08/2022	102966	\$90.00
PERFECT IMAGE VIDEO	COUNCIL MTGS VIDEO TAPE CONVERSION	12/08/2022	102987	\$860.28

TOTAL CITY CLERK**\$11,952.37****1005200 - CITY MANAGER**

US BANK	PARKING/GRAND JURY INTERVIEW	12/14/2022	103014	\$12.00
US BANK	CHAIRS	12/14/2022	103014	\$581.85
US BANK	CITY MNGR CONF. MULTI-ATENDEE	12/14/2022	103014	\$1,500.00
US BANK	BADGE CARABINERS	12/14/2022	103014	\$114.20
US BANK	LA TIMES SUBSCRIPTION	12/14/2022	103014	\$51.87
US BANK	GOING AWAY LUNCH	12/14/2022	103014	\$296.15
US BANK	FURNITURE	12/14/2022	103014	\$1,400.74
US BANK	BIRTHDAY CARDS	12/01/2022	102923	\$31.84
US BANK	ANNUAL CONFERENCE REFUND	12/01/2022	102923	(\$525.00)
US BANK	BIRTHDAY CARDS	12/01/2022	102923	\$10.75
US BANK	LCC CONFERENCE	12/01/2022	102923	\$7.62
US BANK	LCC CONFERENCE	12/01/2022	102923	\$682.78
ICMA MEMBERSHIP RENEWALS	FY 23 MEMBERSHIP	12/01/2022	102936	\$1,200.00
EMANUELS JONES AND ASSOCIATES	DECEMBER 2022 SERVICES	12/08/2022	102974	\$2,500.00

TOTAL CITY MANAGER**\$7,864.80****1005250 - LEGAL SERVICES**

HDL-HINDERLITER, DE LLAMAS & ASSOC	Q3 CY ECONOMIC DEVELOPMENT SER	12/14/2022	103023	\$5,500.00
PILLSBURY WINTHROP SHAW PITTMAN LLP	SEP 22-PROFESSIONAL SERVICE	12/01/2022	102947	\$124.00
PILLSBURY WINTHROP SHAW PITTMAN LLP	OCT 22-PROFESSIONAL SERVICE	12/01/2022	102947	\$5,828.00
BURKE WILLIAMS & SORENSEN	96-0001-OCT 22/PROF SVC	12/01/2022	102921	\$8,859.60
BURKE WILLIAMS & SORENSEN	RETAIN-OCT 22	12/01/2022	102921	\$11,644.00
BURKE WILLIAMS & SORENSEN	96-0037-OCT 22/PROF SVC	12/01/2022	102921	\$7,800.00
BURKE WILLIAMS & SORENSEN	96-0037.002-OCT 22/PROF SVC	12/01/2022	102921	\$261.80

BURKE WILLIAMS & SORENSEN	96-0040-OCT 22/PROF SVC	12/01/2022	102921	\$575.40
BURKE WILLIAMS & SORENSEN	96-0040.002-OCT 22/PROF SVC	12/01/2022	102921	\$246.60
BURKE WILLIAMS & SORENSEN	96-0001.002-OCT 22/PROF SVC	12/01/2022	102921	\$890.10
BURKE WILLIAMS & SORENSEN	96-0002-OCT 22/PROF SVC	12/01/2022	102921	\$1,708.00
BURKE WILLIAMS & SORENSEN	96-0006-OCT 22/PROF SVC	12/01/2022	102921	\$3,879.40
BURKE WILLIAMS & SORENSEN	96-0014-OCT 22/PROF SVC	12/01/2022	102921	\$1,481.20
BURKE WILLIAMS & SORENSEN	96-0019-OCT 22/PROF SVC	12/01/2022	102921	\$165.60
BURKE WILLIAMS & SORENSEN	COVID-96-0033-OCT 22/PROF SVC	12/01/2022	102921	\$20.70
TOTAL LEGAL SERVICES				\$48,984.40

1005300 - FINANCE

US BANK	ANNUAL GOV. TAX WEBINAR	12/14/2022	103014	\$475.00
BUSINESS PRINTING COMPANY INC	ENVELOPES	12/14/2022	103013	\$542.91
DIAMOND MMP, INC.	BUSINESS CERT RENEWAL FORMS	12/14/2022	103029	\$1,400.62
KFORCE INC.	11/17/22-TEMP SERVICES-FIN	12/14/2022	9000660	\$1,273.20
KFORCE INC.	11/10/22-TEMP SERVICES-FIN	12/14/2022	9000660	\$1,280.00
KFORCE INC.	11/03/22-TEMP SERVICES-FIN	12/14/2022	9000660	\$1,280.00
KFORCE INC.	11/24/22-TEMP SERVICES-FIN	12/14/2022	9000660	\$960.00
AMAZON.COM SALES, INC	LABELS	12/01/2022	102918	\$42.87
AMAZON.COM SALES, INC	WALL CALENDAR	12/08/2022	102963	\$20.34
AMAZON.COM SALES, INC	TONER X2	12/08/2022	102963	\$175.17
AMAZON.COM SALES, INC	PENS	12/08/2022	102963	\$9.69
AMAZON.COM SALES, INC	CUTLERY/PENS/BOWLS	12/14/2022	103009	\$12.36
TOTAL FINANCE				\$7,472.16

1005350 - SUPPORT SERVICES

STAPLES CONTRACT & COMMERCIAL	PAPER	12/01/2022	102952	\$117.96
STAPLES CONTRACT & COMMERCIAL	DESK CALENDAR/LAMENTANT POUCHES	12/01/2022	102952	\$29.62
STAPLES CONTRACT & COMMERCIAL	DUST OFF WIPES/RED INK REFILL	12/01/2022	102952	\$31.76
STAPLES CONTRACT & COMMERCIAL	PAPER	12/01/2022	102952	\$30.48
XEROX CORPORATION	OCT 22-XEROX CLERK	12/08/2022	103005	\$100.01
XEROX CORPORATION	OCT 22-XEROX CLERK	12/08/2022	103005	\$271.68
XEROX CORPORATION	OCT 22-XEROX PLN/ENG	12/08/2022	103005	\$134.59
XEROX CORPORATION	OCT 22-XEROX PLN/ENG	12/08/2022	103005	\$546.78
XEROX CORPORATION	OCT 22-XEROX UPSTAIRS	12/08/2022	103005	\$48.63
XEROX CORPORATION	OCT 22-XEROX UPSTAIRS	12/08/2022	103005	\$298.25
XEROX CORPORATION	OCT 22-XEROX-FIERY-PLN	12/08/2022	103005	\$132.61
XEROX CORPORATION	OCT 22-XEROX-FIERY-UPSTAIRS	12/08/2022	103005	\$132.61
XEROX CORPORATION	OCT 22-XEROX-FIERY-CLK	12/08/2022	103005	\$122.84
XEROX CORPORATION	NOV 22-FIERY-PLN	12/14/2022	103045	\$132.61
XEROX CORPORATION	NOV 22-FIERY-UPSTAIRS	12/14/2022	103045	\$132.61
XEROX CORPORATION	NOV 22-FIERY-CLK	12/14/2022	103045	\$122.84
XEROX CORPORATION	NOV 22-XEROX PLN/ENG	12/14/2022	103045	\$51.92
XEROX CORPORATION	NOV 22-XEROX PLN/ENG	12/14/2022	103045	\$546.78
XEROX CORPORATION	NOV 22-XEROX CLERK	12/14/2022	103045	\$166.70
XEROX CORPORATION	NOV 22-XEROX CLERK	12/14/2022	103045	\$271.68
READY REFRESH BY NESTLE	NOV 22-DRINKING WATER-CH	12/14/2022	103036	\$268.50
READY REFRESH BY NESTLE	NOV 22-DRINKING WATER-LC	12/14/2022	103036	\$20.48
AMAZON.COM SALES, INC	PLATES/COFFEE	12/08/2022	102963	\$75.52
AMAZON.COM SALES, INC	DISH SPONGE REFILLS	12/08/2022	102963	\$10.76
AMAZON.COM SALES, INC	CUTLERY/PENS/BOWLS	12/14/2022	103009	\$39.85
TOTAL SUPPORT SERVICES				\$3,838.07

1005400 - HUMAN RESOURCES

SHARP REES-STEALY MEDICAL CTRS INC	NOV 22-PRE-EMPLOYMENT SCREENING	12/08/2022	102994	\$290.00
US BANK	FIRE/PARA TEST RATER SNACKS	12/14/2022	103014	\$35.39
US BANK	SCANTRON TEST SHEETS	12/14/2022	103014	\$10.76
US BANK	FIRE/PARA TEST RATER LUNCH	12/14/2022	103014	\$156.30
US BANK	FIRE/PARA TEST RATER BREAKFAST	12/14/2022	103014	\$76.94
NEOGOV, INC	NEOGOV 2022 RENEWAL	12/08/2022	102984	\$11,263.04
NEOGOV, INC	NEOGOV 2022 RENEWAL	12/08/2022	102984	\$5,443.90
ALTA LANGUAGE SERVICES, INC	BILINGUAL TESTING-ZERMENO	12/08/2022	9000652	\$68.00
CMR1 LLC	PO 223-152- EMPLOYEE LUNCHEON (12/8/2022)	12/08/2022	102958	\$2,753.01

TOTAL HUMAN RESOURCES**\$20,097.34****1005450 - INFORMATION SERVICES**

COX COMMUNICATIONS INC	0013410039730701 - 10/19/22-11/18/22	12/14/2022	103017	\$313.82
COX COMMUNICATIONS INC	0013410039730701-11/19/22-12/18/22	12/14/2022	103017	\$313.82
CDW GOVERNMENT INC	ADOBE LICENSES	12/01/2022	9000644	\$6,439.51
US BANK	ATT INTERNET	12/14/2022	103014	\$64.20
US BANK	CONSTANT CONTACT MARKETING	12/14/2022	103014	\$55.00
US BANK	MISAC CONF. HOTEL STAY	12/14/2022	103014	\$1,450.95
US BANK	DOMAIN LISTING	12/14/2022	103014	\$9.95
US BANK	TRANSMITTER & CONTROL PAD	12/14/2022	103014	\$322.17
US BANK	EMPLOYEE MEAL	12/14/2022	103014	\$18.46
US BANK	EMPLOYEE MEAL	12/14/2022	103014	\$17.81
US BANK	EMPLOYEE MEAL	12/14/2022	103014	\$22.93
US BANK	EMPLOYEE MEAL	12/14/2022	103014	\$24.62
US BANK	ATT INTERNET AUG	12/01/2022	102923	\$64.20
US BANK	HOSTING DOMAIN	12/01/2022	102923	\$9.95
US BANK	CONSTANT CONTACT	12/01/2022	102923	\$55.00
SALIENT NETWORKS (FKA DIAL-PRO)	12/01/22-11/30/23-PROF SVC-COMM MAINT	12/01/2022	102948	\$11,471.30
VERIZON WIRELESS-SD	670601022-00001-09/24-10/23/22	12/01/2022	102955	\$114.03
VERIZON WIRELESS-SD	670601022-00001-10/24/22-11/23/22	12/14/2022	103044	\$181.45
AT&T CALNET 3	9391012278-10/24/22-11/23/22	12/14/2022	103011	\$3,437.63
AT&T CALNET 3	9391012282-10/24/22-11/23/22	12/14/2022	103011	\$22.45
AT&T CALNET 3	9391053641-10/24/22-11/23/22	12/14/2022	103011	\$167.08
AT&T CALNET 3	9391062899-10/24/22-11/23/22	12/14/2022	103011	\$167.08
AT&T CALNET 3	9391012282-09/24/22-10/23/22	12/14/2022	103011	\$22.90
AT&T CALNET 3	9391053641-08/24/22-09/23/22	12/14/2022	103011	\$167.08
AT&T CALNET 3	9391053641-09/24/22-10/23/22	12/14/2022	103011	\$167.08
AT&T CALNET 3	9391062899-08/24/22-09/23/22	12/14/2022	103011	\$167.08
AT&T CALNET 3	93910628899-09/24/22-10/23/22	12/14/2022	103011	\$167.08
AT&T CALNET 3	9391012278-08/24/22-09/23/22	12/14/2022	103011	\$449.10
AT&T CALNET 3	9391012278-09/24/22-10/23/22	12/14/2022	103011	\$3,443.43
AT&T CALNET 3	9391012282-08/24/22-09/23/22	12/14/2022	103011	\$23.63
MANAGED SOLUTION	NOV 22-IT SVC	12/01/2022	102940	\$700.00
MANAGED SOLUTION	OCT 22-IT SVC	12/01/2022	102940	\$92.50
MANAGED SOLUTION	IT SVC MANAGED SOLUTIONS-11/23/22	12/14/2022	103026	\$231.25
FISHER INTEGRATED, INC.	JUL 22-WEB STREAMING SVC	12/01/2022	102935	\$800.00
FISHER INTEGRATED, INC.	AUG 22-WEB STREAMING SVC/VAC	12/01/2022	102935	\$1,100.00
FISHER INTEGRATED, INC.	SEP 22-WEB STREAMING SVC	12/01/2022	102935	\$800.00
FISHER INTEGRATED, INC.	OCT 22-WEB STREAMING SVC	12/01/2022	102935	\$800.00
TING FIBER INC.	NOV 22-SB FACILITIES	12/01/2022	9000651	\$3,249.00
TING FIBER INC.	NOV 22-DEL MAR SHORE LG TOWER	12/01/2022	9000651	\$450.00
TING FIBER INC.	NOV 22-TIDE BEACH PARK LG TOWER	12/01/2022	9000651	\$450.00

TING FIBER INC.	DEC 22-TIDE BEACH PARK LG TOWER	12/14/2022	9000663	\$450.00
TING FIBER INC.	DEC 22-DEL MAR SHORES LG TOWER	12/14/2022	9000663	\$450.00
TING FIBER INC.	DEC 22-SB FACILITIES	12/14/2022	9000663	\$3,249.00
AMAZON.COM SALES, INC	BLUETOOTH ADAPTER/KEYBOARD/MOUSE	12/08/2022	102963	\$70.01
AMAZON.COM SALES, INC	LAPTOP BATTERY	12/08/2022	102963	\$37.70
BLUEBEAM INC.	E SIGNATURES LICENSING	12/01/2022	102920	\$6,254.00

TOTAL INFORMATION SERVICES**\$48,534.25****1005550 - PLANNING**

US BANK	OFFICE SUPPLIES	12/14/2022	103014	\$91.58
US BANK	KEYBOARD	12/14/2022	103014	\$80.13
UT SAN DIEGO - NRTH COUNTY	PUB HRNG-MOD22-004	12/08/2022	103001	\$367.50
UT SAN DIEGO - NRTH COUNTY	PUB HRNG-DRP 22-002	12/08/2022	103001	\$341.07
UT SAN DIEGO - NRTH COUNTY	PUB HRG-DRP21-009/SDP21-010	12/08/2022	103001	\$384.21
BUSINESS PRINTING COMPANY INC	BUSINESS CARDS	12/01/2022	102922	\$213.54

TOTAL PLANNING**\$1,478.03****1005560 - BUILDING SERVICES**

US BANK	REFUND/VERSARE SOLUTIONS	12/14/2022	103014	(\$122.84)
US BANK	SLIDING WALL PARTITION	12/01/2022	102923	\$1,295.32

TOTAL BUILDING SERVICES**\$1,172.48****1005590 - PARKING ENFORCEMENT**

US BANK	COPIES RECORDED DOCS	12/01/2022	102923	\$12.06
US BANK	COPIES RECORDED DOCS	12/01/2022	102923	\$10.63
US BANK	OFFICE SUPPLIES/EQUIP	12/01/2022	102923	\$269.36
US BANK	OFFICE SUPPLIES/EQUIP	12/01/2022	102923	\$85.11
US BANK	CLIPBOARD	12/14/2022	103014	\$50.08
VERIZON WIRELESS-SD	442224168-00001-10/24/22-11/23/22	12/14/2022	103044	\$141.21
1 STOP TONER & INKJET, LLC	TONER-PLN	12/08/2022	102986	\$117.23
WEX FLEET UNIVERSAL	11/08/22-12/07/22-AUTO FUEL	12/08/2022	103004	\$160.71

TOTAL PARKING ENFORCEMENT**\$846.39****1006120 - FIRE DEPARTMENT**

US BANK	MAINTENANCE SUPPLIES	12/14/2022	103014	\$36.43
US BANK	MAINTENANCE SUPPLIES	12/14/2022	103014	\$31.02
US BANK	PIZZA FOR VOLUNTEERS	12/14/2022	103014	\$201.50
US BANK	DRY ERASE BOARD	12/14/2022	103014	\$46.06
US BANK	DRY ERASE MARKERS	12/14/2022	103014	\$24.36
US BANK	OFFICE PENS	12/14/2022	103014	\$30.14
US BANK	PENS AND SQUEEGEE	12/14/2022	103014	\$54.14
US BANK	TIRES	12/14/2022	103014	\$358.95
US BANK	CLIPBOARD	12/14/2022	103014	\$17.19
US BANK	MAINTENANCE SUPPLIES	12/14/2022	103014	\$114.61
US BANK	CLEANING SUPPLIES	12/14/2022	103014	\$406.72
US BANK	PRINTER INK	12/14/2022	103014	\$90.28
US BANK	PRINTER INK	12/14/2022	103014	\$58.17
US BANK	GAS	12/14/2022	103014	\$150.00
US BANK	COYOTE CAMP FL MEAL	12/14/2022	103014	\$115.25
US BANK	OFFICE COFFEE	12/14/2022	103014	\$55.13
US BANK	DRINKING WATER	12/14/2022	103014	\$363.24
US BANK	GAS	12/14/2022	103014	\$150.00
US BANK	LITHIUM GREASE	12/01/2022	102923	\$25.72
US BANK	RIG/STATION MAINTENANCE	12/01/2022	102923	\$76.26
US BANK	TRK MOUNTING GASKET	12/01/2022	102923	\$30.87

US BANK	MAINTENANCE MATERIALS	12/01/2022	102923	\$171.18
US BANK	DATE STAMPS	12/01/2022	102923	\$76.40
US BANK	DRINKING CUPS	12/01/2022	102923	\$23.69
US BANK	CLEANING SUPPLIES	12/01/2022	102923	\$334.71
NORTH COUNTY EVS, INC	NCEVS APPARATUS REPAIR	12/01/2022	102943	\$8,947.12
VERIZON WIRELESS-SD	962428212-00001-09/29-10/28/22	12/01/2022	102955	\$560.84
VERIZON WIRELESS-SD	962428212-0001-10/29/22-11/28/22	12/14/2022	103044	\$560.80
PARKHOUSE TIRE INC	FIRE TRUCK TIRES	12/01/2022	102945	\$3,274.57
REGIONAL COMMS SYS, MS 056 - RCS	NOV 22-CAP CODE	12/08/2022	102991	\$32.50
FIRE STATS, LLC	JUL-SEP 22-FIRE DATA	12/08/2022	102976	\$637.50
AT&T CALNET 3	9391059865-09/01/22-09/30/22	12/14/2022	103011	\$398.50
JAMES HANCOCK	REIMB-S-230 CREW BOSS	12/14/2022	103022	\$286.00
CHARLES MEAD	REIMB-COMP OFFICER 2C PROM	12/14/2022	103027	\$400.00
ZACHARY BASIN	RFND-CCAI CONFERENCE	12/01/2022	9000643	\$907.27
WEX BANK	OCT 22-AUTO FUEL & CR TAX	12/08/2022	103003	\$2,165.82
WEX FLEET UNIVERSAL	11/08/22-12/07/22-AUTO FUEL	12/08/2022	103004	\$146.82
ENTENMANN-ROVIN CO. INC	BADGES-FIRE CHIEF	12/01/2022	102933	\$259.43
LINEGEAR FIRE & RESCUE EQUIPMENT	HOT SHIELD ULTRA SHROUD	12/14/2022	103025	\$78.51
AFECO INC	REPAIR-RESTITCHING	12/08/2022	102995	\$17.00
CALIFORNIA CONFERENCE OF ARSON	OCT 22-TRAINING REGISTRATION	12/08/2022	102967	\$495.00

TOTAL FIRE DEPARTMENT**\$22,209.70****1006130 - ANIMAL CONTROL**

HABITAT PROTECTION, INC	OCT 22- DEAD ANIMAL REMOVAL	12/01/2022	102946	\$145.00
HABITAT PROTECTION, INC	OCT 22- DEAD ANIMAL REMOVAL	12/01/2022	102946	\$145.00
HABITAT PROTECTION, INC	OCT 22- DEAD ANIMAL REMOVAL	12/01/2022	102946	\$145.00

TOTAL ANIMAL CONTROL**\$435.00****1006170 - MARINE SAFETY**

US BANK	2481 NEW BATTERY	12/14/2022	103014	\$216.46
US BANK	300FT TAPE MEASURE	12/14/2022	103014	\$20.42
US BANK	FAUCET/SHELF HRDWR	12/14/2022	103014	\$81.29
US BANK	BUNGEE CORDS	12/14/2022	103014	\$12.18
US BANK	GATORADE	12/14/2022	103014	\$66.51
US BANK	ICE BAGS	12/14/2022	103014	\$12.91
US BANK	PWC REPAIR	12/14/2022	103014	\$600.00
US BANK	PWC REPAIR	12/14/2022	103014	\$624.05
US BANK	HQ SUPPLIES	12/14/2022	103014	\$22.83
US BANK	KAMMERER CPR CERT.	12/14/2022	103014	\$23.00
US BANK	TOWER MOVE BREAKFAST	12/14/2022	103014	\$58.12
US BANK	BUCKETS	12/14/2022	103014	\$11.60
US BANK	SCUBA TANK VIP & FILL	12/14/2022	103014	\$38.54
US BANK	PWC COVER	12/14/2022	103014	\$107.37
US BANK	2481 BRAKE LIGHT	12/14/2022	103014	\$17.23
US BANK	2481 OIL CHANGE	12/14/2022	103014	\$46.15
US BANK	MONTHLY PLANNERS X5	12/14/2022	103014	\$113.20
US BANK	PHONE FOR DEL MAR SHORES	12/14/2022	103014	\$46.32
US BANK	TOILET SEAT AND LEVER	12/14/2022	103014	\$47.82
US BANK	BATTERIES FOR ALARM	12/14/2022	103014	\$23.48
US BANK	GLASS CLEANER	12/14/2022	103014	\$20.46
US BANK	DEPT PHOTO FRAMES	12/14/2022	103014	\$36.61
US BANK	PENCIL SHARPENER	12/14/2022	103014	\$16.14
US BANK	UMBRELLA	12/14/2022	103014	\$86.19

US BANK	WETSUITS X5	12/14/2022	103014	\$1,001.93
US BANK	CALENDARS	12/14/2022	103014	\$44.06
US BANK	MICROWAVE	12/01/2022	102923	\$161.61
US BANK	OFFICE SUPPLIES	12/01/2022	102923	\$30.16
US BANK	OFFICE SUPPLIES	12/01/2022	102923	\$22.62
US BANK	MICROWAVE RETURN	12/01/2022	102923	(\$129.29)
US BANK	MINOR MED AID STORAGE	12/01/2022	102923	\$35.52
US BANK	BATTERIES FOR HQ	12/01/2022	102923	\$32.84
US BANK	EMR RECERT	12/01/2022	102923	\$23.00
US BANK	HQ/DISPATCH IPAD CASE	12/01/2022	102923	\$28.87
US BANK	LIFEGUARD TRUCK STORAGE	12/01/2022	102923	\$36.62
US BANK	UNIT 2487 SERVICE	12/01/2022	102923	\$684.83
US BANK	GRAMMAR SOFTWARE	12/01/2022	102923	\$144.00
US BANK	DISHWASH SCRUBBER KIT	12/01/2022	102923	\$12.38
US BANK	SURF&WEATHER SUBSCRIPTION	12/01/2022	102923	\$99.99
US BANK	BRACKET FOR BLINDS	12/01/2022	102923	\$24.88
US BANK	T-9 (3 CANS)	12/01/2022	102923	\$48.42
US BANK	FLOAT COAT	12/01/2022	102923	\$253.19
US BANK	DETERGENT & DISH SOAP	12/01/2022	102923	\$56.45
US BANK	ICE	12/01/2022	102923	\$5.16
US BANK	HEADQUARTERS SUNBLOCK	12/01/2022	102923	\$246.56
US BANK	STAFF PHOTO '21&'22	12/01/2022	102923	\$10.73
US BANK	MOUSE TRAPS	12/01/2022	102923	\$7.95
US BANK	DAILY LOG BOOK	12/01/2022	102923	\$141.15
US BANK	INCIDENT REPORTS	12/01/2022	102923	\$51.66
CULLIGAN OF SAN DIEGO	NOV 22-CULLIGAN WATER	12/08/2022	102969	\$49.83
CULLIGAN OF SAN DIEGO	WATER 12/01/22-12/31/22	12/14/2022	103019	\$49.83
VERIZON WIRELESS-SD	962428212-00001-09/29-10/28/22	12/01/2022	102955	\$152.04
VERIZON WIRELESS-SD	962428212-0001-10/29/22-11/28/22	12/14/2022	103044	\$152.04
AT&T CALNET 3	9391012281-10/25/22-11/24/22	12/14/2022	103011	\$70.22
AT&T CALNET 3	9391053651-10/25/22-11/24/22	12/14/2022	103011	\$266.16
AT&T CALNET 3	9391019469-08/20/22-09/19/22	12/14/2022	103011	\$27.12
AT&T CALNET 3	9391012281-08/25/22-09/24/22	12/14/2022	103011	\$88.33
AT&T CALNET 3	9391019469-10/20/22-11/19/22	12/14/2022	103011	\$23.19
AT&T CALNET 3	9391019469-09/20/22-10/19/22	12/14/2022	103011	\$24.24
AT&T CALNET 3	9391012281-09/25/22-10/24/22	12/14/2022	103011	\$74.62
AT&T CALNET 3	9391053651-09/24/22-10/24/22	12/14/2022	103011	\$274.10
SHULTZ AUDIO VIDEO	AMP REPLACEMENT	12/01/2022	102951	\$370.00
WEX FLEET UNIVERSAL	11/08/22-12/07/22-AUTO FUEL	12/08/2022	103004	\$739.38
GUARDIAN SAFTEY & SUPPLY, LLC	RAIN JACKET/PVC BIB OVERALLS	12/01/2022	102934	\$67.81
TOTAL MARINE SAFETY				\$7,853.08
1006510 - ENGINEERING				
US BANK	HOTEL STAY	12/01/2022	102923	\$675.53
US BANK	HOTEL STAY	12/01/2022	102923	\$637.21
US BANK	CITY ENG LUNCH	12/01/2022	102923	\$17.64
ANDA WRIGHT	REIMB-PWX 2022	12/14/2022	103010	\$76.59
WEX FLEET UNIVERSAL	11/08/22-12/07/22-AUTO FUEL	12/08/2022	103004	\$158.48
TOTAL ENGINEERING				\$1,565.45
1006520 - ENVIRONMENTAL SERVICES				
MISSION LINEN & UNIFORM INC	PW-LAUNDRY	12/01/2022	102941	\$10.96
MISSION LINEN & UNIFORM INC	LAUNDRY-PW	12/08/2022	102983	\$10.97

MISSION LINEN & UNIFORM INC	LAUNDRY-PW	12/08/2022	102983	\$10.96
MISSION LINEN & UNIFORM INC	LAUNDRY-PW	12/14/2022	103030	\$10.97
AFFORDABLE PIPELINE SERVICES INC	R-URINAL	12/08/2022	102960	\$525.00
CITY OF CARLSBAD	ACCT-C03239-WQIP COST SHARE AGREEMENT	12/01/2022	102927	\$1,863.00
SANTA FE IRRIGATION DISTRICT	NOV 22-005506-014	12/14/2022	103037	\$215.64
US BANK	DG-STORMWATER CLASS	12/01/2022	102923	\$650.00
MIKHAIL OGAWA ENGINEERING	OCT 22 - STORMWATER PROGRAM	12/08/2022	102982	\$1,240.30
MIKHAIL OGAWA ENGINEERING	OCT 22- STORMWATER PROGRAM	12/08/2022	102982	\$5,902.39
MIKHAIL OGAWA ENGINEERING	NOV 22-STORMWATER PROGRAM	12/14/2022	103028	\$379.20
MIKHAIL OGAWA ENGINEERING	NOV 22-STORMWATER PROGRAM	12/14/2022	103028	\$5,227.40
SAN ELIJO JPA	FY 23 Q2 OPERATIONS & MAINTENANCE FEE	12/08/2022	102992	\$2,802.00
SAN ELIJO JPA	FY 23 Q3 OPERATIONS & MAINTENANCE FEE	12/08/2022	102992	\$2,802.00
WEX FLEET UNIVERSAL	11/08/22-12/07/22-AUTO FUEL	12/08/2022	103004	\$461.03

TOTAL ENVIRONMENTAL SERVICES**\$22,111.82****1006530 - STREET MAINTENANCE**

MISSION LINEN & UNIFORM INC	PW-LAUNDRY	12/01/2022	102941	\$18.80
MISSION LINEN & UNIFORM INC	LAUNDRY-PW	12/08/2022	102983	\$18.80
MISSION LINEN & UNIFORM INC	LAUNDRY-PW	12/08/2022	102983	\$18.80
MISSION LINEN & UNIFORM INC	LAUNDRY-PW	12/14/2022	103030	\$18.80
DIXIELINE LUMBER CO INC	GLOVES	12/08/2022	102971	\$9.69
DIXIELINE LUMBER CO INC	BATTERIES	12/08/2022	102971	\$124.90
DIXIELINE LUMBER CO INC	GLOVES/BLACK TOP PATCH	12/08/2022	102971	\$247.10
DIXIELINE LUMBER CO INC	CONCRETE MIX	12/08/2022	102971	\$33.57
DIXIELINE LUMBER CO INC	PRIMER/PAINT	12/14/2022	103020	\$345.10
SANTA FE IRRIGATION DISTRICT	NOV 22-011695-000	12/14/2022	103037	\$124.37
SDG&E CO INC	09/09/22-11/07/22-UTILITIES	12/01/2022	102950	\$1,942.18
SDG&E CO INC	10/01/22-11/07/22-UTILITES	12/01/2022	102950	\$571.11
NAPA AUTO PARTS INC	CHISEL SET/TRANSMISSION FLUID	12/01/2022	102942	\$70.31
US BANK	DH-OFFICE SUPPLIES	12/14/2022	103014	\$17.22
UNDERGROUND SVC ALERT OF SOCAL INC	DEC 22-DIG ALERT	12/14/2022	103043	\$67.75
NISSHO OF CALIFORNIA	OCT 22-LANDSCAPE MAINTENANCE SERVICES	12/14/2022	103032	\$1,827.01
TRAFFIC SUPPLY, INC	STREET NAME SIGNS/PAINT	12/08/2022	103000	\$739.62
TRAFFIC SUPPLY, INC	CUSTOM SIGNS/BOLTS/CLAMPS	12/08/2022	103000	\$677.12
WEX FLEET UNIVERSAL	11/08/22-12/07/22-AUTO FUEL	12/08/2022	103004	\$417.82

TOTAL STREET MAINTENANCE**\$7,290.07****1006540 - TRAFFIC SAFETY**

SDG&E CO INC	09/09/22-11/07/22-UTILITIES	12/01/2022	102950	\$2,386.92
SDG&E CO INC	10/01/22-11/07/22-UTILITES	12/01/2022	102950	\$528.22
REDFLEX TRAFFIC SYSTEMS, INC	OCT 22-RED LIGHT CAMERA ENFORCEM	12/08/2022	9000655	\$7,158.00
REDFLEX TRAFFIC SYSTEMS, INC	NOV 22- RED LIGHT CAMERA ENFORCEM	12/14/2022	9000661	\$7,694.85
AT&T CALNET 3	9391012279-10/24/22-11/23/22	12/14/2022	103011	\$49.69
STC TRAFFIC, INC	OCT 22- ON-CALL TRAFFIC CONSULTING	12/08/2022	102997	\$370.00
YUNEX LLC	OCT 22- TRAFFIC SIGNAL & SAFETY LIGHT MAINT/REPAIR	12/08/2022	9000658	\$1,120.00
YUNEX LLC	OCT 22-TRAFFIC SIGNAL & SAFETY LIGHT MAINT/REPAIR	12/08/2022	9000658	\$744.80
YUNEX LLC	FY23 TRAFFIC SIGNAL AND SAFETY LIGHT MAINT/REPAIR	12/14/2022	9000665	\$1,120.00

TOTAL TRAFFIC SAFETY**\$21,172.48****1006550 - STREET CLEANING**

SANTA FE IRRIGATION DISTRICT	NOV 22-011695-000	12/14/2022	103037	\$73.04
PRIDE INDUSTRIES	NOV 22-TRASH ABATEMENT SERVICES	12/14/2022	103035	\$1,499.62

SCA OF CA, LLC	NOV 22- STREET SWEEPING SERVICES	12/14/2022	103038	\$3,910.15
TOTAL STREET CLEANING				\$5,482.81
1006560 - PARK MAINTENANCE				
MISSION LINEN & UNIFORM INC	PW-LAUNDRY	12/01/2022	102941	\$13.32
MISSION LINEN & UNIFORM INC	LAUNDRY-PW	12/08/2022	102983	\$13.32
MISSION LINEN & UNIFORM INC	LAUNDRY-PW	12/08/2022	102983	\$13.32
MISSION LINEN & UNIFORM INC	LAUNDRY-PW	12/14/2022	103030	\$13.32
RANCHO SANTA FE SECURITY SYS INC	DEC SECURITY PTRL, RESTROOM LKUP, ALARM MONITORIN	12/08/2022	102990	\$331.20
RANCHO SANTA FE SECURITY SYS INC	FY23 ALARM MONITORIN	12/08/2022	102990	\$100.00
RANCHO SANTA FE SECURITY SYS INC	NOV 22- SECURITY PTRL	12/08/2022	102990	\$661.10
DIXIELINE LUMBER CO INC	SEALANT	12/08/2022	102971	\$23.24
SANTA FE IRRIGATION DISTRICT	005506-015 - SEP-NOV 22	12/01/2022	102949	\$228.24
SANTA FE IRRIGATION DISTRICT	005506-016 - SEP-NOV 22	12/01/2022	102949	\$335.17
SANTA FE IRRIGATION DISTRICT	005979-003 - SEP-NOV 22	12/01/2022	102949	\$608.55
SANTA FE IRRIGATION DISTRICT	005979-005 - 10/01/22-11/01/22	12/14/2022	103037	\$400.06
SANTA FE IRRIGATION DISTRICT	005506-018 -11/02/22-12/01/22	12/14/2022	103037	\$319.21
SANTA FE IRRIGATION DISTRICT	005506-019 -11/02/22-12/01/22	12/14/2022	103037	\$676.49
GRAINGER INC	SERVOMOTOR	12/08/2022	102978	\$68.29
US BANK	DRUM LINERS	12/01/2022	102923	\$134.53
US BANK	VEHICLE TIRES	12/01/2022	102923	\$500.06
ELECTRICAL SALES INC	DEL MAR SHORES ELECTRICAL PEDE	12/01/2022	102932	\$2,844.60
NISSHO OF CALIFORNIA	OCT 22-LANDSCAPE MAINTENANCE SERVICES	12/14/2022	103032	\$18,368.90
DOG WASTE DEPOT	DOG WASTE BAGS	12/08/2022	102972	\$2,405.52
THE HOME DEPOT PRO	BLEACH/LINERS	12/01/2022	102953	\$684.03
WEX FLEET UNIVERSAL	11/08/22-12/07/22-AUTO FUEL	12/08/2022	103004	\$86.44
FERANDELL TENNIS COURTS, INC	PICKLE BALL COURT IMPROVEMENTS	12/08/2022	102975	\$11,305.00
TOTAL PARK MAINTENANCE				\$40,133.91
1006570 - PUBLIC FACILITIES				
DIXIELINE LUMBER CO INC	PRIMER	12/01/2022	102931	\$49.52
DIXIELINE LUMBER CO INC	ADHESIVE	12/08/2022	102971	\$6.78
DIXIELINE LUMBER CO INC	ROOF CEMENT	12/08/2022	102971	\$47.39
DIXIELINE LUMBER CO INC	BLANK KEY	12/08/2022	102971	\$5.41
DIXIELINE LUMBER CO INC	SCRAPER/PLASTIC WOOD PUTTY	12/08/2022	102971	\$27.91
SDG&E CO INC	09/09/22-11/07/22-UTILITIES	12/01/2022	102950	\$16,141.78
SDG&E CO INC	10/01/22-11/07/22-UTILITES	12/01/2022	102950	\$2,390.09
US BANK	FIRE OIL RAC BEND	12/14/2022	103014	\$238.70
US BANK	101 PUMP SHIPPING	12/14/2022	103014	\$75.48
US BANK	WATER FILTER	12/14/2022	103014	\$41.53
US BANK	SPEEDWAY	12/14/2022	103014	\$146.66
US BANK	FILTERS/VENT FAN	12/14/2022	103014	\$437.76
US BANK	DRYER	12/14/2022	103014	\$456.70
US BANK	RETURN FIRE AIR CON	12/14/2022	103014	\$19.42
US BANK	WINDOW TINT	12/14/2022	103014	\$650.00
US BANK	CORK BOARD ROLLS	12/14/2022	103014	\$73.68
US BANK	MARINE SAFETY AIR COMPRESSOR	12/14/2022	103014	\$937.41
US BANK	WASHER MAINTENANCE	12/14/2022	103014	\$913.84
US BANK	USG RADAR	12/01/2022	102923	\$334.28
SAN ELIJO JPA	FY 23 Q2 OPERATIONS & MAINTENANCE FEE	12/08/2022	102992	\$3,721.00
SAN ELIJO JPA	FY 23 Q3 OPERATIONS & MAINTENANCE FEE	12/08/2022	102992	\$3,721.00
NISSHO OF CALIFORNIA	OCT 22-LANDSCAPE MAINTENANCE SERVICES	12/14/2022	103032	\$2,174.11

24 HOUR ELEVATOR, INC	DEC 22- ELEVATOR PREVENTATIVE MAINT/REPAIR	12/14/2022	103007	\$185.22
CINTAS CORPORATION NO. 2	FIRST AID SUPPLIES-PW	12/01/2022	102925	\$54.76
CINTAS CORPORATION NO. 2	FIRST AID SUPPLIES-CH	12/01/2022	102925	\$223.92
HABITAT PROTECTION, INC	NOV 22- PEST/RODENT CONTROL	12/08/2022	102988	\$64.00
HABITAT PROTECTION, INC	NOV 22- PEST/RODENT CONTROL	12/08/2022	102988	\$39.00
HABITAT PROTECTION, INC	NOV 22- PEST/RODENT CONTROL	12/08/2022	102988	\$64.00
HABITAT PROTECTION, INC	NOV 22- PEST/RODENT CONTROL	12/08/2022	102988	\$35.00
HABITAT PROTECTION, INC	NOV 22- PEST/RODENT CONTROL	12/08/2022	102988	\$38.00
HABITAT PROTECTION, INC	NOV 22- PEST/RODENT CONTROL	12/08/2022	102988	\$52.00
HABITAT PROTECTION, INC	NOV 22- PEST/RODENT CONTROL	12/08/2022	102988	\$35.00
STANDARD PLUMBING SUPPLY COMPANY	TOILET GASKETS/SPONGE/PARTS KIT	12/14/2022	103039	\$36.66
STANDARD PLUMBING SUPPLY COMPANY	FLUSHOMETER/TOILET GASKET	12/14/2022	103039	\$464.07
CALIFORNIA OFFICE CLEANING, INC	NOV 22-JANITORIAL/CUSTODIAL	12/14/2022	103016	\$8,320.00
WEX FLEET UNIVERSAL	11/08/22-12/07/22-AUTO FUEL	12/08/2022	103004	\$144.07
PRIDE INDUSTRIES	NOV 22-TRASH ABATEMENT SERVICES	12/14/2022	103035	\$1,499.63
TOTAL PUBLIC FACILITIES				\$43,865.78
1007100 - COMMUNITY SERVICES				
STAPLES CONTRACT & COMMERCIAL	DESK CALENDAR/LAMENTANT POUCHES	12/01/2022	102952	\$6.45
US BANK	ANNUAL CONFERENCE REG	12/14/2022	103014	\$475.00
KAYLA MOSHKI	2022 MMASC CONFERENCE	12/01/2022	9000647	\$668.82
AMAZON.COM SALES, INC	PAPER CUTTER	12/01/2022	102918	\$50.63
TOTAL COMMUNITY SERVICES				\$1,200.90
1007110 - GF-RECREATION				
US BANK	VET DAY FLYER TRANSLATION	12/14/2022	103014	\$30.60
US BANK	HOLIDAY FLYER TRANSLATION	12/14/2022	103014	\$30.00
US BANK	VETERANS WALL ART FRAME	12/14/2022	103014	\$375.00
ABLE PATROL & GUARD, INC	NOV 22-FCCC GUARD SVC	12/08/2022	102959	\$250.00
CALIFORNIA OFFICE CLEANING, INC	NOV 22-JANITORIAL/CUSTODIAL SVC	12/08/2022	102968	\$180.00
WEX FLEET UNIVERSAL	11/08/22-12/07/22-AUTO FUEL	12/08/2022	103004	\$51.54
TOTAL GF-RECREATION				\$917.14
1205460 - SELF INSURANCE RETENTION				
SECTRAN SECURITY INC	NOV 22-CARRIER/FUEL	12/08/2022	102993	\$160.18
SECTRAN SECURITY INC	AUG 22-COURIER SVC/FUEL	12/08/2022	102993	(\$160.81)
SECTRAN SECURITY INC	AUG 22-COURIER SVC/FUEL	12/08/2022	102993	\$160.81
SECTRAN SECURITY INC	JUL 22-COURIER SVC/FUEL	12/08/2022	102993	(\$162.05)
SECTRAN SECURITY INC	JUL 22-CARRIER SVC/FUEL	12/08/2022	102993	\$162.05
SECTRAN SECURITY INC	SEP 22-COURIER SVC/FUEL	12/08/2022	102993	(\$158.93)
SECTRAN SECURITY INC	SEP 22-COURIER SVC/FUEL	12/08/2022	102993	\$158.93
SECTRAN SECURITY INC	OCT 22-COURIER SVC/FUEL	12/08/2022	102993	(\$159.56)
SECTRAN SECURITY INC	OCT 22-COURIER SVC/FUEL	12/08/2022	102993	\$159.56
MEGAN BAVIN	CY 22 GYM REIMB	12/14/2022	103012	\$480.00
JOSEPH PENNELL	CY 22 GYM REIMB	12/14/2022	103033	\$44.87
ZACHARY BASIN	CY 22 GYM REIMB	12/14/2022	9000659	\$480.00
BURKE WILLIAMS & SORENSEN	CLM.2203-96-0040.001-OCT 22/PROF SVC	12/01/2022	102921	\$9,918.80
TOTAL SELF INSURANCE RETENTION				\$11,083.85
1255465 - WORKERS COMPENSATION				
DEPARTMENT OF INDUSTRIAL RELATIONS	FY23 OSIP WORKERS COMP	12/14/2022	103040	\$13,380.63
TOTAL WORKERS COMPENSATION				\$13,380.63
1355200 - ASSET REPLACEMENT-CTY MNGR				
TYLER TECHNOLOGIES, INC.	NOV 22-50/50 WORK SPLIT	12/01/2022	102954	\$449.88

TOTAL ASSET REPLACEMENT-CTY MNGR**\$449.88****1355300 - ASSET REPLACEMENT-FINANCE**

TYLER TECHNOLOGIES, INC.	NOV 22-50/50 WORK SPLIT	12/01/2022	102954	\$950.12
TYLER TECHNOLOGIES, INC.	PAYROLL CONVERSION	12/14/2022	103042	\$2,550.00

TOTAL ASSET REPLACEMENT-FINANCE**\$3,500.12****1355450 - ASSET REPLACEMENT-INFO SYS**

DELL MARKETING L.P.	COMPUTER REFRESH	12/08/2022	102970	\$24,915.45
---------------------	------------------	------------	--------	-------------

TOTAL ASSET REPLACEMENT-INFO SYS**\$24,915.45****1356170 - ASSET REPLACEMENT-MARN SFTY**

SAN DIEGO MOTORSPORTS, INC	PERSONAL WATERCRAFT	12/14/2022	103021	\$17,000.00
----------------------------	---------------------	------------	--------	-------------

TOTAL ASSET REPLACEMENT-MARN SFTY**\$17,000.00****1605360 - OPEB OBLIGATION**

MIDAMERICA	DEC 22-CTYSOLANAG5	12/01/2022	9000648	\$7,328.00
------------	--------------------	------------	---------	------------

TOTAL OPEB OBLIGATION**\$7,328.00****2037510 - HIGHWAY 101 LANDSC #33**

SANTA FE IRRIGATION DISTRICT	005979-004 - SEP-NOV 22	12/01/2022	102949	\$593.06
SANTA FE IRRIGATION DISTRICT	007732-000 - SEP-NOV 22	12/01/2022	102949	\$180.23
SDG&E CO INC	09/09/22-11/07/22-UTILITIES	12/01/2022	102950	\$6,558.50
NISSHO OF CALIFORNIA	OCT 22-LANDSCAPE MAINTENANCE SERVICES	12/14/2022	103032	\$2,323.20

TOTAL HIGHWAY 101 LANDSC #33**\$9,654.99****2047520 - MID 9C SANTA FE HILLS**

SANTA FE IRRIGATION DISTRICT	005979-006 - 10/01/22-11/01/22	12/14/2022	103037	\$1,394.80
SANTA FE IRRIGATION DISTRICT	005979-007 - 10/01/22-11/01/22	12/14/2022	103037	\$1,224.97
SANTA FE IRRIGATION DISTRICT	005979-009 - 10/01/22-11/01/22	12/14/2022	103037	\$740.64
SANTA FE IRRIGATION DISTRICT	005979-010 - 10/01/22-11/01/22	12/14/2022	103037	\$429.52
SANTA FE IRRIGATION DISTRICT	005979-011 - 10/01/22-11/01/22	12/14/2022	103037	\$505.00
SANTA FE IRRIGATION DISTRICT	005979-012 - 10/01/22-11/01/22	12/14/2022	103037	\$121.31
SANTA FE IRRIGATION DISTRICT	005979-014 - 11/02/22-12/01/22	12/14/2022	103037	\$635.89
SANTA FE IRRIGATION DISTRICT	005979-015 - 11/02/22-12/01/22	12/14/2022	103037	\$367.93
SANTA FE IRRIGATION DISTRICT	005979-016 - 11/02/22-12/01/22	12/14/2022	103037	\$376.05
SANTA FE IRRIGATION DISTRICT	005979-017 - 11/02/22-12/01/22	12/14/2022	103037	\$61.56
SANTA FE IRRIGATION DISTRICT	005979-024 - 11/02/22-12/01/22	12/14/2022	103037	\$436.95
SANTA FE IRRIGATION DISTRICT	005979-025 - 11/02/22-12/01/22	12/14/2022	103037	\$449.13
SANTA FE IRRIGATION DISTRICT	005979-026 - 11/02/22-12/01/22	12/14/2022	103037	\$562.81
SANTA FE IRRIGATION DISTRICT	005979-018 - 11/02/22-12/01/22	12/14/2022	103037	\$85.92
SANTA FE IRRIGATION DISTRICT	005979-019 - 11/02/22-12/01/22	12/14/2022	103037	\$154.94
SANTA FE IRRIGATION DISTRICT	005979-020 - 11/02/22-12/01/22	12/14/2022	103037	\$473.49
SANTA FE IRRIGATION DISTRICT	005979-021 - 11/02/22-12/01/22	12/14/2022	103037	\$717.09
SANTA FE IRRIGATION DISTRICT	005979-022 - 11/02/22-12/01/22	12/14/2022	103037	\$461.31
SANTA FE IRRIGATION DISTRICT	005979-023 - 11/02/22-12/01/22	12/14/2022	103037	\$505.97

TOTAL MID 9C SANTA FE HILLS**\$9,705.28****2087580 - COASTAL RAIL TRAIL MAINT**

SANTA FE IRRIGATION DISTRICT	005506-020 - 11/02/22-12/01/22	12/14/2022	103037	\$2,697.04
NISSHO OF CALIFORNIA	OCT 22-LANDSCAPE MAINTENANCE SERVICES	12/14/2022	103032	\$4,973.58

TOTAL COASTAL RAIL TRAIL MAINT**\$7,670.62****2117600 - STREET LIGHTING DISTRICT**

SDG&E CO INC	10/01/22-11/07/22-UTILITES	12/01/2022	102950	\$8,658.23
YUNEX LLC	OCT 22 STREETLIGHT MAINTENANCE/REPAIRS	12/08/2022	9000658	\$214.00
YUNEX LLC	FY23 STREETLIGHT MAINTENANCE/REPAIRS	12/14/2022	9000665	\$8,000.00

TOTAL STREET LIGHTING DISTRICT**\$16,872.23**

213 - DEVELOPER PASSTHRU

KAREN KELLY	RFND-1718.20/1040 SOLANA	12/01/2022	102939	\$2,006.58
TOTAL DEVELOPER PASSTHRU				\$2,006.58

2135550 - DEVELOPER PASS-THRU- PLANNING

TELECOM LAW FIRM	DUP22-005/990 HIGHLAND DR THIR	12/08/2022	102999	\$2,645.00
CTE, INC	NOV 22-GEOTECHNICAL REVIEW	12/14/2022	103018	\$700.00
CTE, INC	SEPT 22-GEOTECHNICAL REVIEW FOR SCHRAGER RESIDENCE	12/14/2022	103018	\$460.00
TOTAL DEVELOPER PASS-THRU- PLANNING				\$3,805.00

2286510 - TRANSNET EXTENSION-CIP

CHEN RYAN ASSOCIATES	OCT 22- 9538 SAFE RT SCH	12/01/2022	102924	\$550.94
TOTAL TRANSNET EXTENSION-CIP				\$550.94

2466510 - PER CAPITA GRANT FUND-CIP

CHEN RYAN ASSOCIATES	OCT 22- 9538 SAFE RT SCH	12/01/2022	102924	\$1,652.81
TOTAL PER CAPITA GRANT FUND-CIP				\$1,652.81

2476510 - SB1 STREETS & ROADS

CONTRACTOR MANAGING GENERAL	FY22 PVMNT MAINT/REPAIRS	12/08/2022	102965	\$36,989.24
TOTAL SB1 STREETS & ROADS				\$36,989.24

2505570 - COASTAL BUSINESS/VISITORS

US BANK	MOVIE NIGHT SUPPLIES	12/01/2022	102923	\$287.39
US BANK	MOVIE NIGHT SUPPLIES	12/01/2022	102923	\$86.35
US BANK	MOVIE NIGHT SUPPLIES	12/01/2022	102923	\$251.19
TOTAL COASTAL BUSINESS/VISITORS				\$624.93

2556180 - CAMP PROGRAMS

US BANK	J6 UNIT SUPPLIES	12/14/2022	103014	\$39.98
TOTAL CAMP PROGRAMS				\$39.98

2706120 - PUBLIC SAFETY- FIRE

VERIZON WIRELESS-SD	962428212-00001-09/29-10/28/22	12/01/2022	102955	\$114.03
VERIZON WIRELESS-SD	962428212-0001-10/29/22-11/28/22	12/14/2022	103044	\$114.03
NATIONWIDE MEDICAL SURGICAL INC	CSA.17-FENTANYL	12/14/2022	103031	\$61.75
ZOLL MEDICAL CORPORATION	CSA.17-AUTOPULSE LI-ION BATTERY	12/08/2022	103006	\$2,014.93
TOTAL PUBLIC SAFETY- FIRE				\$2,304.74

2706170 - PUBLIC SAFETY- MARINE SAFETY

US BANK	MEDICAL SUPPLES	12/14/2022	103014	\$232.17
US BANK	HQ MED SUPPLIES	12/01/2022	102923	\$62.48
US BANK	HQ MEDICAL SUPPLIES	12/01/2022	102923	\$29.08
GUARDIAN SAFTEY & SUPPLY, LLC	CSA17-SPLINTS/GAUZE/EYE WASH	12/01/2022	102934	\$142.17
GUARDIAN SAFTEY & SUPPLY, LLC	CSA17-MICROFLEX	12/01/2022	102934	\$128.23
TOTAL PUBLIC SAFETY- MARINE SAFETY				\$594.13

3177210 - PUBLIC FACILITY

CITY NATIONAL BANK	ABAG#11-022 : 12/01	12/01/2022	102926	\$145,000.00
CITY NATIONAL BANK	ABAG#11-022 : 12/01	12/01/2022	102926	\$2,465.00
TOTAL PUBLIC FACILITY				\$147,465.00

3207220 - CAPITAL LEASE FUND

CITY NATIONAL BANK	CHVRON#12-015 : 12/08	12/01/2022	102926	\$29,152.63
CITY NATIONAL BANK	CHVRON#12-015 : 12/08	12/01/2022	102926	\$6,034.38
TOTAL CAPITAL LEASE FUND				\$35,187.01

4506190 - SAND REPLNSHMNT/RETENTION

COASTAL FRONTIERS INC	APR-JUL 22- SHORLINE MONITORING	12/01/2022	102928	\$1,806.00
WARWICK GROUP CONSULTANTS, LLC	NOV 22-FEDERAL PUBLIC AFFAIRS CONSULTANT SVC	12/08/2022	103002	\$5,833.00

SUMMIT ENVIROMENTAL GROUP, INC.	OCT 22-SND 9926-PROF SVC	12/01/2022	9000650	\$4,485.00
SUMMIT ENVIROMENTAL GROUP, INC.	NOV 22-SND 9926-PROF SVC	12/08/2022	9000657	\$8,509.00
TOTAL SAND REPLNSHMNT/RETENTION				\$20,633.00
4506510 - SANDREPLNSHMNT/RETNTN-CIP				
CALIFORNIA COASTAL COMMISSION	9441.07 FCP RAMP REPLACE PERMI	12/14/2022	103015	\$14,120.00
DOMUSSTUDIO ARCHITECTURE	OCT 22- 9449 MS CENTR	12/08/2022	102973	\$3,040.00
NICOLE FORTIER	REIMB-RECORD DOCUMENTS	12/08/2022	102985	\$152.50
TOTAL SANDREPLNSHMNT/RETNTN-CIP				\$17,312.50
4595550 - MISC. CAPITAL PROJECTS				
KIMLEY-HORN AND ASSOCIATES, INC.	MAR 22-HOUSING/SAFETY ELEMENT UPDATE	12/08/2022	9000654	\$1,383.50
KIMLEY-HORN AND ASSOCIATES, INC.	SEP 22-HOUSING/SAFETY ELEMENT UPDATE	12/08/2022	9000654	\$1,150.00
KIMLEY-HORN AND ASSOCIATES, INC.	OCT 22-HOUSING/SAFETY ELEMENT UPDATE	12/08/2022	9000654	\$1,493.50
CONTRACTOR MANAGING GENERAL	FY22 PVMT MAINT/RPR RETENTION	12/08/2022	102965	(\$4,870.15)
TOTAL MISC. CAPITAL PROJECTS				(\$843.15)
4596510 - MISC.CAPITALPROJECTS-ENG				
US BANK	REFUND/FIREHOUSE DRYER	12/14/2022	103014	(\$456.70)
UT SAN DIEGO - NRTH COUNTY	NOTICE-BID 2022-08	12/08/2022	103001	\$427.64
CONTRACTOR MANAGING GENERAL	FY22 PVMNT MAINT/REPAIRS	12/08/2022	102965	\$1,946.80
CONTRACTOR MANAGING GENERAL	FY22 PVMNT MAINT/REPAIRS CONT	12/08/2022	102965	\$58,466.96
TOTAL MISC.CAPITALPROJECTS-ENG				\$60,384.70
4596520 - MISC CAPITAL PROJ - ENVIR				
UNIVERSITY OF SAN DIEGO	CLIMATE ACTION PLAN UPDATE	12/14/2022	9000664	\$3,261.93
TOTAL MISC CAPITAL PROJ - ENVIR				\$3,261.93
5096510 - SANITATION-CIP-ENG				
NU-LINE TECHNOLOGIES, LLC	SEWER/STORM DRAIN REHAB - CONT	12/01/2022	102944	\$28,026.00
TOTAL SANITATION-CIP-ENG				\$28,026.00
5097700 - SANITATION				
MISSION LINEN & UNIFORM INC	PW-LAUNDRY	12/01/2022	102941	\$7.84
MISSION LINEN & UNIFORM INC	LAUNDRY-PW	12/08/2022	102983	\$7.83
MISSION LINEN & UNIFORM INC	LAUNDRY-PW	12/08/2022	102983	\$7.84
MISSION LINEN & UNIFORM INC	LAUNDRY-PW	12/14/2022	103030	\$7.83
AFFORDABLE PIPELINE SERVICES INC	R-STORMDRAIN MAINT AND VIDEO INSPECTIONS	12/08/2022	102960	\$525.00
AFFORDABLE PIPELINE SERVICES INC	C-SEWER-55,951	12/14/2022	103008	\$35,249.13
SANTA FE IRRIGATION DISTRICT	NOV 22-005506-014	12/14/2022	103037	\$646.92
SANTA FE IRRIGATION DISTRICT	005979-008 - 10/01/22-11/01/22	12/14/2022	103037	\$90.68
SAN ELIJO JPA	FY 23 Q2 OPERATIONS & MAINTENANCE FEE	12/08/2022	102992	\$464,320.00
SAN ELIJO JPA	FY 23 Q3 OPERATIONS & MAINTENANCE FEE	12/08/2022	102992	\$464,320.00
SAN ELIJO JPA	FY 23 Q3 OPERATIONS & MAINTENANCE FEE	12/08/2022	102992	\$296,863.00
SAN ELIJO JPA	BOARD OF DIR. PER DIEM 9/16/22	12/08/2022	102992	(\$160.00)
AT&T CALNET 3	9391012277-10/24/22-11/23/22	12/14/2022	103011	\$16.14
WEX FLEET UNIVERSAL	11/08/22-12/07/22-AUTO FUEL	12/08/2022	103004	\$172.89
NU-LINE TECHNOLOGIES, LLC	SEWER/STRM DRN REHAB RETENTION	12/01/2022	102944	(\$1,401.30)
TOTAL SANITATION				\$1,260,673.80
5507750 - SOLANA ENERGY ALLIANCE				
TOSDAL APC	SEA DEREGISTRATION ACKNOWLEDGEMENT LETTER	12/14/2022	103041	\$107.50
TOSDAL APC	RPS RULES-LONG TERM CONTRACT RESALE-RESPONSE	12/14/2022	103041	\$129.00
TOTAL SOLANA ENERGY ALLIANCE				\$236.50
6527820 - SUCCESSOR AGENCY				
COLANTUONO, HIGHSMITH, & WHATLEY PC	OCT 22-SDCOE	12/01/2022	102929	\$18.75
BURKE WILLIAMS & SORENSEN	97-0003-OCT 22/PROF SVC	12/01/2022	102921	\$60.00

TOTAL SUCCESSOR AGENCY**\$78.75****6718510 - BARBARA UNDERGROUNDING-DS**

WILLDAN	BARB/GRAND/PACIFIC/MARSOLAN-REMINDER LETTER	12/01/2022	102956	\$15.58
---------	---------------------------------------------	------------	--------	---------

TOTAL BARBARA UNDERGROUNDING-DS**\$15.58****6728520 - PACIFIC UNDERGROUNDING-DS**

WILLDAN	BARB/GRAND/PACIFIC/MARSOLAN-REMINDER LETTER	12/01/2022	102956	\$15.58
---------	---------------------------------------------	------------	--------	---------

TOTAL PACIFIC UNDERGROUNDING-DS**\$15.58****6738530 - MARSOLAN UNDERGROUNDNG-DS**

WILLDAN	BARB/GRAND/PACIFIC/MARSOLAN-REMINDER LETTER	12/01/2022	102956	\$15.58
---------	---------------------------------------------	------------	--------	---------

TOTAL MARSOLAN UNDERGROUNDNG-DS**\$15.58****REPORT TOTAL:****\$2,219,852.54**



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: January 11, 2023
ORIGINATING DEPT: Finance
SUBJECT: Report on Changes Made to the General Fund Adopted Budget for Fiscal Year 2022-23

BACKGROUND:

Staff provides a report at each Council meeting that lists changes made to the current Fiscal Year (FY) General Fund Adopted Budget. The information provided in this Staff Report lists the changes made through December 14, 2022.

DISCUSSION:

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

GENERAL FUND - ADOPTED BUDGET PLUS CHANGES As of December 14, 2022

General Fund Operations

Date	Action	Description	Revenues	Expenditures	Transfers from GF	Net Surplus
06/23/2021	Reso 2021-092	Adopted Budget	22,148,385	(20,867,260)	(482,500)	\$ 798,625
07/14/2021	Reso 2021-097	MS MOU		(11,570)		787,055
04/13/2022	Reso 2022-034	Keyser Marston		(15,000)		772,055
06/08/2022	Reso 2022-041	On-Call Repair Svcs		(30,000)		742,055
06/08/2022	Reso 2022-065	Janitorial		(20,000)		722,055
06/22/2022	Reso 2022-082	FY23 Budget Update	1,965,100	(615,680)	(1,423,000)	648,475
08/24/2022	Reso 2022-106	Lew Edwards Group		(36,000)		612,475
09/14/2022	Reso 2022-102	SBFA MOU		(182,000)		430,475

General Fund Unreserved Balance

Date	Action	Description	Revenues	Expenditures	Transfers from GF	Net
12/09/2022	Reso 2022-123	FY22 - Surplus PARS Contribution		(720,000)		(720,000)
12/09/2022	Reso 2022-123	FY22 - Surplus Pavement Mgmt Prgm		(150,000)		(870,000)
12/14/2022	Reso 2022-138	Pacific Ave Utility Underground - Pase 2		(42,000)		(912,000)

COUNCIL ACTION:

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA

FISCAL IMPACT:

N/A

WORK PLAN:

N/A

OPTIONS:

- Receive the report.
- Do not accept the report

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council receive the report listing changes made to the FY 2022-2023 General Fund Adopted Budget.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: January 11, 2023
ORIGINATING DEPT: City Clerk's Department
SUBJECT: **2023 City Council Meeting Schedule Planning**

BACKGROUND:

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

The purpose of this Staff Report is to review and discuss potential holidays, breaks, and possible Special Meeting dates for the 2023 Council Meeting schedule.

DISCUSSION:

The City Council's anticipated 2023 Regular Meeting schedule (Attachment 1) considers potential conflicts requiring cancellation or, if needed, to establish additional meetings. Consideration of the annual meeting schedule for the purpose of possible modifications facilitates preparation of an anticipated agenda schedule. Additionally, memorializing a plan allows:

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

Therefore, this item is intended to review and consider potential modifications of the *regularly scheduled* 2023 City Council meeting schedule. Any meeting that may be cancelled and rescheduled at this time for planning purposes is not permanent. If a Regular Meeting date is cancelled at this time, it is not permanently cancelled and may

CITY COUNCIL ACTION:

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

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

Meeting Types

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

Agenda Noticing Requirement

72 hours prior to meeting time.
24 hours prior to meeting time.

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

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

CEQA COMPLIANCE STATEMENT: N/A

FISCAL IMPACT: N/A

WORK PLAN: N/A

OPTIONS:

- Review and approve proposed 2023 City Council Meeting Schedule.
- Cancel and/or reschedule the City Council meeting dates due to conflicts with holidays and summer break.
- Consider cancellation or rescheduling of other dates.
- Do not cancel or reschedule any Council meeting dates.

DEPARTMENT RECOMMENDATION:

Staff recommends that City Council review, edit, and/or approve a 2023 anticipated Council Meeting schedule with proposed cancellations and/or additional meetings.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager

Attachment:

1. 2023 City Council Meeting Proposed Dates

2023 Proposed Council Meeting Dates Schedule

January - June

2 nd Wed	January 11 th	
4 th Wed	January 25 th	
2 nd Wed	February 8 th	
4 th Wed	February 22 nd	
2 nd Wed	March 8 th	
4 th Wed	March 22 nd	
2 nd Wed	April 12 th	
4 th Wed	April 26 th	
2 nd Wed	May 10 th	
4 th Wed	May 24 th	
2 nd Wed	June 14 th	
4 th Wed	June 28 th	

July - December

2 nd Wed	July 12 th	
4 th Wed	July 26th <i>Summer Break</i>	<i>Cancel</i>
2 nd Wed	August 9th <i>Summer Break</i>	<i>Cancel</i>
4 th Wed	August 23 rd	
2 nd Wed	September 13 th	
4 th Wed	September 27 th	
2 nd Wed	October 11 th	
4 th Wed	October 25 th	
2 st Wed	November 8 th	
4 th Wed	November 22nd <i>Week of Thanksgiving Holidays</i>	<i>Cancel</i>
	November 29 th <i>Special Mtg</i>	<i>Additional Mtg</i>
2 nd Wed	December 13 th	
4 th Wed	December 27th <i>Week of Christmas Holidays</i>	<i>Cancel</i>

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



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: January 11, 2023
ORIGINATING DEPT: City Manager
SUBJECT: **City Council Consideration of Resolution 2023-001 to Allocate CARES Act Community Development Block Grant Coronavirus (CDBG-CV) Funding to the Community Resource Center's Food and Nutrition Program; Authorize Amendment with the County of San Diego for Management and Implementation of the CDBG-CV Program; and Authorize Entry into a Professional Services Agreement with the Community Resource Center to Administer the Food and Nutrition Center Program**

BACKGROUND:

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

At the City Council (Council) meeting on September 22, 2021, Staff identified the Community Resource Center's (CRC) Food and Nutrition Program as a potential program to support using the CDBG-CV funds since the program meets the HUD requirements of serving low-income households in Solana Beach affected by the pandemic. At the January 12, 2022 meeting, Council approved Resolution 2022-002 authorizing the City Manager to submit an application for CDBG-CV funding to the County; execute an agreement with the County for the project; and execute an Agreement with CRC to

CITY COUNCIL ACTION:

administer the Food and Nutrition Program for the benefit of Solana Beach residents affected by the pandemic thus allocating \$29,715 of CDBG-CV funding to CRC's Food and Nutrition Program for the 2022 fiscal year. The program successfully concluded and met all targets as outlined in the CRC Agreement. Both the County and CRC would like to extend the program for the 2023 fiscal year in the amount of \$31,150, bringing the total of CDBG-CV funds allocated to the CRC Food and Nutrition Program to \$60,865.

This item is before Council to consider approving Resolution 2023-001 (Attachment 1) allocating Fiscal Year 2022-2023 Community Development Block Grant Coronavirus Funds (CDBG-CV) in the amount of \$31,150 to the CRC Food and Nutrition Center Program (Amendment 2) and authorizing entry into an amendment (Attachment 3) to the agreement with the County of San Diego for management and implementation of the CDBG-CV program.

DISCUSSION:

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

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

The City executed agreements with the County and CRC to administer the program during the 2021-2022 fiscal year and all terms and objectives stated in the scope of work were met. The program provided healthy food to 24 low-income households from Solana Beach facilitating 250 visits. Transportation assistance was offered to 100% of Solana Beach participants and CRC engaged in a minimum of 10 outreach efforts to promote access of the program to Solana Beach residents.

Part of administering the program includes comprehensive documentation and reporting required by HUD in order for the City to ultimately receive the grant funds in the form of a reimbursement from the County for the program expenses. If all the documentation and reporting requirements are not met, the County may withhold the funds. The CRC has implemented other CDBG programs in the region and met the documentation and reporting requirements for the 2021-2022 fiscal year.

Staff could not identify other programs in Solana Beach that would meet the strict requirements of the CDBG-CV program and is recommending Council consider extending

the program for an additional year since there is still CDBG-CV funding available. The costs for the program have increased from \$26,190 to \$31,150 partly because of the rising costs of food, but also because CRC will distribute additional gas and grocery cards to participants under the terms allowed under the CDBG-CV program.

CEQA COMPLIANCE STATEMENT:

This is not a “project” as defined by the California Environmental Quality Act (CEQA) and is exempt pursuant to Section 15061(b)(3) of the State CEQA Guidelines (14 CCR 15061(b)(3)) because there is no possibility that the activity in question may have a significant effect on the environment and pursuant to Section 15269(c) of the State CEQA Guidelines because the program implementation is necessary to mitigate an emergency.

FISCAL IMPACT:

The City will pay the program costs (\$31,150 in FY 2022-2023) from the CDBG-CV Fund and then submit program expense invoices to the County for reimbursement.

WORK PLAN:

N/A

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

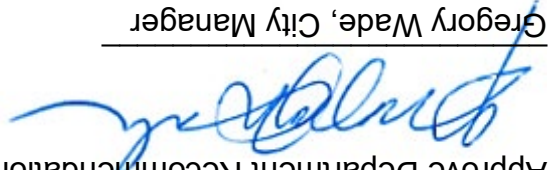
Staff recommends that the City Council approve Resolution 2023-001:

1. Approving the funding allocation of \$31,150 from the CDBG-CV Fund to Community Resource Center to administer the Food and Nutrition Center Program to benefit Solana Beach residents impacted by the Coronavirus pandemic.
2. Authorizing the City Manager to submit any necessary documents to the County to approve the Food and Nutrition Center Program as an authorized use of CDBG-CV funding and get reimbursement.
3. Authorizing the City Manager to increase the offsetting budget increases of \$31,150 for both revenue and expenses in the CDBG Fund.

4. Authorizing the City Manager to execute an amendment with the County for management and implementation of the CDBG-CV program and such other agreements, memoranda of understanding and documents related thereto.
5. After the amendment with the County is executed, authorizing the City Manager to execute an agreement with the Community Resource Center in the amount of \$31,150 to administer the Food and Nutrition Center Program.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2023-001
2. Community Resource Center Agreement (includes County Agreement)
3. County Amendment

RESOLUTION 2023-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, ALLOCATING FISCAL YEAR 2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS FUNDS (CDBG-CV) TO THE COMMUNITY RESOURCE CENTER, AUTHORIZING ENTRY INTO AN AMENDMENT WITH THE COUNTY OF SAN DIEGO FOR MANAGEMENT AND IMPLEMENTATION OF THE CDBG-CV PROGRAM, AND AUTHORIZING ENTRY INTO A PROFESSIONAL SERVICES AGREEMENT WITH THE COMMUNITY RESOURCE CENTER TO ADMINISTER THE FOOD AND NUTRITION CENTER PROGRAM

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

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

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

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

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

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

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

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

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

WHEREAS, on September 22, 2021, the City Council approved the use of \$29,715 of CDBG-CV funding to support the Community Resource Center to administer their Food

and Nutrition Center Program to benefit low- and moderate-income Solana Beach Residents impacted by the Coronavirus pandemic.

WHEREAS, the County, CRC and the City would like to extend the program for another fiscal year at a cost of \$31,150 to continue to benefit low- and moderate-income Solana Beach Residents impacted by the Coronavirus pandemic.

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

1. That the above recitations are true and correct.
2. That the City Council finds the funding request and program implementation are not a “project” as defined by the California Environmental Quality Act (CEQA) and are exempt pursuant to Section 15061(b)(3) of the State CEQA Guidelines (14 CCR 15061(b)(3)) because there is no possibility that the activity in question may have a significant effect on the environment, and necessary to mitigate an emergency and are exempt pursuant to Section 15269(c) of the State CEQA Guidelines.
3. That the City Council approves the funding allocation of \$31,150 from the CDBG-CV Fund to Community Resource Center to administer the Food and Nutrition Center Program to benefit Solana Beach residents impacted by the Coronavirus pandemic.
4. That the City Council requests the Fiscal Year (FY) 2023 CDBG-CV Funds in the amount of \$31,150 be approved and reimbursed by the County of San Diego as an authorized allocation to the Community Resource Center to administer the Food and Nutrition Center Program.
5. That the City Council authorizes the City Manager to increase the offsetting budget increases of \$31,150 for both revenue and expenses in the CDBG Fund.
6. That the City Council authorizes the City Manager to execute an amendment with the County for management and implementation of the CDBG-CV program and such other agreements, memoranda of understanding and documents related thereto.
7. That, after the amendment with the County is executed, the City Council authorizes the City Manager to execute an agreement with the Community Resource Center in the amount of \$31,150 to administer the Food and Nutrition Center Program.

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

PASSED AND ADOPTED this 11TH day of January, 2023 at a meeting of the City Council of the City of Solana Beach, California by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

City of Solana Beach

PROFESSIONAL SERVICES AGREEMENT FOR FOOD AND NUTRITION ASSISTANCE

This Professional Services Agreement ("AGREEMENT") is made and entered effective July 1, 2022 by and between the CITY OF SOLANA BEACH, a municipal corporation ("CITY"), and, COMMUNITY RESOURCE CENTER, a California nonprofit corporation, ("CONSULTANT") (collectively "PARTIES").

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

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

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

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

1. PROFESSIONAL SERVICES.

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

2. DURATION OF AGREEMENT.

- 2.1. **Term.** The term of this AGREEMENT shall be for a period of one (1) year from July 1, 2022 through June 30, 2023. 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 or parts thereof for an amount not to exceed the amounts per agreement year as outlined in Exhibit "B." Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT's satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.
- 2.3. Delay.** Any delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONSULTANT shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.
- 2.4. City's Right to Terminate for Default.** Should CONSULTANT be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.
- 2.5. City's Right to Terminate without Cause.** Without limiting its rights in the event of CONSULTANT's default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONSULTANT. Such termination shall be effective upon receipt of the written notice. CONSULTANT shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY's election, considered the property of CITY.

3. COMPENSATION.

- 3.1. Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall not exceed the amount paid to the CITY for fiscal year 2022-2023 under County Contract Number 566832, Agreement with City of Solana Beach for Community Development Block Grant (CDBG) Program FY2021-22 Food Distribution for Low-Income Solana Beach Residents as amended by Modification #1 ("County Agreement") or thirty one thousand one hundred and fifty dollars (\$31,150.00), whichever is less. CONSULTANT shall bill the CITY for work provided and shall present a written request for payment monthly and CITY will seek reimbursement from the County of San Diego ("County") under the County Agreement. All compensation under this AGREEMENT is contingent upon the County reimbursing the CITY therefor. In the event that the County fails to reimburse the CITY, in whole or in part, for the services provided under this AGREEMENT, the CITY shall not be obligated to pay the CONSULTANT for such services and CONSULTANT shall reimburse the CITY for payments received on account thereof within fifteen days of demand.
- 3.2. Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services.
- 3.3. Costs.** Any costs billed to the CITY shall be approved in writing in advance and in accordance with any terms negotiated and incorporated herein as part of Exhibit "A" Scope of Services and Fee.

4. INDEPENDENT CONTRACTOR.

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

- 4.2 PERS Eligibility Indemnification.** In the event that CONSULTANT's employee providing services under this AGREEMENT claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT's employees providing service under this AGREEMENT shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.
- 4.3 Indemnification for Employee Payments.** CONSULTANT agrees to defend and indemnify the CITY for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make for work done under this AGREEMENT.
- 4.4** The provisions of this section 4 are continuing obligations that shall survive expiration or termination of this AGREEMENT.

5. STANDARD OF PERFORMANCE.

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

6. WARRANTY OF CONSULTANT'S LICENSE.

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

7. AUDIT OF RECORDS.

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

8. CONFIDENTIALITY AND SECURITY.

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

to any third party without the prior written consent of the CITY. The sole purpose of this section is to prevent disclosure of CITY's confidential and proprietary information by CONSULTANT or subcontractors.

8.2. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this AGREEMENT, may be exposed to confidential information and that disclosure of such information could violate the rights of private individuals and entities, including the parties and third parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law, and all other information protected by applicable law ("Confidential Information"). The party receiving Confidential Information ("Receiving Party") of the other ("Disclosing Party") shall not, and shall cause its employees and agents who are authorized to receive Confidential Information, not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this AGREEMENT or comply with its legal obligations. Receiving Party will use the same reasonable efforts to protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. The Receiving Party will not disclose or release Confidential Information to any third person without the prior written consent of the Disclosing Party, except for where required by law or for authorized employees or agents of the Receiving Party. Prior to disclosing the Confidential Information to its authorized employees or agents, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this AGREEMENT. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable notice and opportunity to contest such disclosure or obtain a protective order. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation. Confidential Information does not include any information that is required to be provided to the public pursuant to the laws of the United States and/or California such as the California Public Records Act, due to the nature of CITY being a local governmental agency. The non-disclosure and non-use obligations of this AGREEMENT will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the Receiving Party's receipt of that item.

8.3. Security.

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

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

8.3.3. Personal Data. If CONSULTANT processes or otherwise has access to any personal data or personal information on CITY's behalf when performing CONSULTANT's services and obligations under this AGREEMENT, then: (i) CITY shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CONSULTANT shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) CITY shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CONSULTANT so that CONSULTANT may lawfully use, process and transfer the personal data and personal information in accordance with this AGREEMENT on CITY's behalf in order for CONSULTANT to provide the services and perform its other obligations under this AGREEMENT; (iii) CONSULTANT shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by CITY from time to time and in accordance with the terms of this AGREEMENT; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

Information Security. CONSULTANT represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from CITY does and will comply with all applicable federal and state privacy and data protection laws. In the event of any security breach, CONSULTANT shall: (a) Provide CITY with the name and contact information for an employee who shall serve as CITY's primary security contact and shall be available to assist CITY twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a security breach; and (b) Notify CITY of a security breach as soon as practicable, but no later than twenty-four (24) hours after CONSULTANT becomes aware of it. Immediately following CONSULTANT's notification to CITY of a security breach, the parties shall coordinate with each other to investigate the security breach. CONSULTANT agrees to fully cooperate with CITY in CITY's handling of the matter. CONSULTANT shall use best efforts to immediately remedy any security breach and prevent any further security breach at CONSULTANT's own expense in accordance with applicable privacy rights, laws, regulations and standards. CONSULTANT agrees to provide, at its expense, up to one year of credit monitoring services to third parties impacted by any data breach involving the loss of personally identifiable information.

8.4. Indemnity. CONSULTANT shall defend (with counsel acceptable to CITY), indemnify and hold

CITY harmless from and against all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities, damages, judgments, settlements, and court awarded attorney's fees resulting from, arising out of or related to a security or data breach unless the breach is proven to be caused solely by CITY. The terms of this section shall survive termination of this AGREEMENT. For purposes of this provision, "security breach" means any act or omission that compromises either the security, confidentiality, or integrity of Confidential Information or the physical, technical, administrative or organizational safeguards put in place by CONSULTANT or any authorized persons that relate to the protection of the security, confidentiality or integrity of Confidential Information or a breach or alleged breach of this AGREEMENT relating to such privacy practices or privacy obligations imposed by any applicable law.

8.5. Notice and Remedy of Breaches. Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of Section 8 of this AGREEMENT, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

8.6. Enforcement. Each party acknowledges that any breach of any of the provisions of Section 8 of this AGREEMENT may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

9. CONFLICTS OF INTEREST.

9.1. CONSULTANT shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code Section 81000 *et seq.* (Political Reform Act) and Section 1090 *et seq.* CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the CITY.

9.2. If, in performing the PROFESSIONAL SERVICES set forth in this AGREEMENT, the CONSULTANT makes, or participates in, a "governmental decision" as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for the CITY that would otherwise be performed by a CITY employee holding a position specified in the department's conflict of interest code, the CONSULTANT shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the CONSULTANT's relevant financial interests.

9.3. If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act. Specifically, the CONSULTANT shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the CITY's determination that the CONSULTANT is subject to a conflict of interest code. The CONSULTANT shall also file a Form 700 (Annual Statement) on or before April 1 of each year of the AGREEMENT, disclosing any financial interests held during the previous calendar year for which the CONSULTANT was subject to a conflict of interest code.

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

10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.

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

11. INSURANCE

- 11.1.** CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.
- 11.2.** CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.
- 11.3. Types and Amounts Required.** CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT. If CONSULTANT maintains broader coverage and/or higher limits than the minimums shown below, the CITY shall be entitled to the broader coverage and/or the higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- 11.3.1. ✓ Commercial General Liability (CGL).** If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad as CG 00 01 which shall cover liability arising from any and all personal injury or property damage, including ongoing and completed operations, in the amount no less than \$2,000,000.00 per occurrence and subject to an annual aggregate of \$4,000,000.00. If limits apply separately to this project (CG 25 03 or 25 04) the general aggregate limit shall not apply. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy. If the CONSULTANT or subcontractor maintains higher limits than the limits shown above, the CITY shall be entitled to coverage for the higher limits maintained by the CONSULTANT and their subcontractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY. Any excess or umbrella policies being used to meet the required limits of insurance will be evaluated separately and must meet the same qualifications as the CONSULTANT's primary policy.

- 11.3.2. ✓ Commercial Automobile Liability.** If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit no less than \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
- 11.3.3. ✓ Workers' Compensation.** If checked the CONSULTANT shall maintain Worker's Compensation insurance for all of the CONSULTANT's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.
- 11.3.4. ✓ Professional Liability.** If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit no less than \$1,000,000.00 per claim and \$2,000,000.00 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy. If CONSULTANT maintains higher limits than the limits shown above, the CITY shall be entitled to coverage for the higher limits maintained by the CONSULTANT. Any available proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- 11.3.5. ✓ Cyber Liability.** If checked the CONSULTANT shall also maintain Cyber Liability coverage on an occurrence basis with a limit of \$2,000,000 per occurrence or claim and \$2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by CONSULTANT in this AGREEMENT and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.
- 11.4. Self-Insured Retentions.** Any self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 11.5. Waiver of Subrogation.** CONSULTANT hereby grants to CITY and its respective elected officials, officers, employees, agents and representatives a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

11.6. Additional Required Provisions. The commercial general liability, including any excess or umbrella policies being used to meet the required limits of insurance, and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

11.6.1. The CITY, its officers, officials, employees, and representatives shall be named as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.

11.6.2. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement at least as broad as CG 20 01 04 13 which shall be submitted to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or representatives shall be excess of the CONSULTANT's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

11.6. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11, as well as a complete, certified copy of any general liability policy being used to meet the required limits of insurance, which shall include the declaration pages, a schedule of forms listing all policy endorsements, and all policy forms. The endorsements should be on forms approved by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

11.7. Excess or Umbrella Policies. If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this agreement, said policies shall meet all of the insurance requirements stated in this document, including, but not limited to, the additional insured, contractual liability, "insured contract" definition, occurrence definition, primary and non-contributory, indemnity, and defense requirements. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the CONSULTANT's primary and excess liability policies are exhausted. coverage required by these specifications at any time.

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

12. INDEMNIFICATION.

CONSULTANT agrees to indemnify, defend (with counsel acceptable to CITY), and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of or failure to perform services or obligations under this AGREEMENT. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT.

The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.

13. SUBCONTRACTORS.

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

14. NON-DISCRIMINATION.

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

15. NOTICES.

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

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

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

16. ASSIGNABILITY.

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

17. RESPONSIBILITY FOR EQUIPMENT.

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

18. CALIFORNIA LAW; VENUE.

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

19. COMPLIANCE WITH LAWS.

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

20. ENTIRE AGREEMENT.

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

21. NO WAIVER.

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

22. SEVERABILITY.

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

23. DRAFTING AMBIGUITIES.

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

24. CONFLICTS BETWEEN TERMS.

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

25. COUNTY OF SAN DIEGO CLAUSES

25.1 The Community Development Block Grant (CDBG) Program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities primarily for low- and moderate- income persons and families. Supplemental Coronavirus Aid, Relief, and Economic Security (CARES) Act funding was allocated the CDBG Program (known as CDBG-CV) through the U.S. Department of Housing and Urban Development (HUD) specifically to address funding needs associated with the COVID-19 pandemic. The County of San Diego's Health and Human Services Agency (County) is administering these funds as the grantee for the San Diego Urban County Region.

25.2 The CONSULTANT shall comply with the Standard Terms and Conditions required of the CITY in Articles 3, 7, 8, 9, 10, 11, 12, 13, 14 and 16 as set forth in the County Agreement (County Contract Number 566832 as amended), which is attached as Exhibit "B" to this AGREEMENT and is incorporated herein fully by this reference.

25.3 The City, as the primary contractor on the County Agreement (Exhibit "B"), shall serve as the primary agency providing services as identified and outlined in the County Agreement Scope of Work, shall act in the role and capacity of fiscal entity and funds recipient and shall monitor the CONSULTANT for programmatic performance in association with the services herein and implement corrective action where needed.

26. EXHIBITS INCORPORATED.

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

27. SIGNING AUTHORITY.


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

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

CITY OF SOLANA BEACH, a municipal corporation

COMMUNITY RESOURCE CENTER, a California nonprofit corporation

By:

By: 
B0F3518CC70D4A3...
John Van Cleeef
CEO

ATTEST:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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

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

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

PROJECT TIMELINE

The Food and Nutrition Center is an ongoing program and will serve Solana Beach residents during regular hours of operation throughout the grant term. The project timeline is from July 1, 2022 through June 30, 2023.

Invoices and reports are due no more than 15 days after the end of each quarter. Year-end reports and invoices are due no later than July 15, 2023.

REPORTING REQUIREMENTS

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

MAXIMUM FEE*

ITEM	MAXIMUM AMOUNT
Food and Nutrition Center - Personnel Wages	\$12,875
Food and Nutrition Center - Personnel Benefits (33%)	\$4,249
Food and Nutrition Center- Supportive Services (gas, grocery cards)	\$3,000
Food and Nutrition Center- Transportation	\$2,000
Food and Nutrition Center- Consumable Supplies	\$1,500
Food and Nutrition Center - Utilities/Telephone	\$4,825
Food and Nutrition Center - Indirect Costs	\$2,701
TOTAL	\$31,150

EXHIBIT "B" COUNTY AGREEMENT
AND AMENDMENT

**COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FY2021-22 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS**

This agreement ("Agreement") is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California ("County") and City of Solana Beach, located at 635 South Highway 101, Solana Beach, CA 92075 ("Contractor"), with reference to the following facts:

RECITALS

- A. The County, by action of the Board of Supervisors on March 16, 2021 (Minute Order 10) authorized the Director of Health and Human Services Agency, to award a contract for Food Distribution for Low-Income Solana Beach Residents.
- B. Contractor is specially trained and possesses certain skills, experience, education, and competency to perform these services.
- C. The Agreement shall consist of this document, Exhibit A Statement of Work, Attachment 1 Additional Terms and Conditions, Attachment 2 Sample Income Data Form, Exhibit B Insurance Requirements, and Exhibit C, Payment Schedule. In the event of a conflict between any provisions of this Agreement, the following order of precedence shall govern: First (1st) this document; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; and fifth (5th) Exhibit A-1.

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

**ARTICLE I
PERFORMANCE OF WORK**

- 1.1 **Standard of Performance.** Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 **Contractor's Representative.** The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique: accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to section 7.1 "Termination for Default" if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.
- 1.3 **Contractor as Independent Contractor.** Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor's employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.
- 1.4 **Contractor's Agents and Employees or Subcontractors.**

Contractor shall obtain, at Contractor's expense, all agents, employees, subcontractors, and consultants required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor's Representative, or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee, subcontractor, or consultant shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees subcontractors, or consultants; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

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

- 1.4.1 "Related Subcontract" means an agreement to furnish, or the furnishing of, supplies, materials, equipment, or services of any kind to Contractor or any higher tier subcontractor in the performance of some or all of the work in this Agreement. Related Subcontracts includes consultant agreements, which are defined as agreements for services rendered, or the rendering of services, by persons who are members of a particular profession or possess as special

**COUNTY CONTRACT NUMBER [#Insert Number]
 AGREEMENT WITH CITY OF SOLANA BEACH FOR
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
 FY2021-22 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS**

skill and who are not officers or employees of the Contractor. Examples include those services acquired by Contractor or a subcontractor in order to enhance their legal, economic, financial, or technical positions. Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training, or direct assistance, such as studies, analyses, evaluations, liaison with government officials, or other forms or representation. Related Subcontracts shall not include agreements for ancillary goods or services, or consulting services intended to support Contractor in a general manner not specific to the work performed under this Agreement. "Related Subcontractor" means an individual or entity holding or performing a Related Subcontract.

- 1.4.2 Required Subcontract Provisions: Contractor shall notify all Related Subcontractors of Contractor's relationship to County. Contractor shall include in its Related Subcontracts and require Related Subcontractors' compliance with the provisions of Articles 3, 7, 8, 9, 10, 11, 13, 14 and 16, and section 4.6.1 of Article 4, hereunder except altered as necessary for proper identification of the contracting parties.
- 1.4.3 Contractor shall provide COR with copies of all Related Subcontracts entered into by Contractor within thirty (30) days after the effective date of the Related Subcontract, or within thirty (30) days of the effective date of this Agreement if such Related Subcontract is already in existence at that time.
- 1.4.4 County Approval: Any Related Subcontract that is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or a combination of Related Subcontracts to the same individual or firm for the Agreement period, the aggregate of which exceeds fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or any Related Subcontract for professional medical or mental health services, regardless of value, must have prior concurrence of the COR.
- 1.5 **Offshore Prohibition.** Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.
- 1.6 **DVB Participation.** If this Agreement resulted from a solicitation containing Disabled Veteran Business ("DVB") requirements and forms, such requirements and Contractor's submitted forms are incorporated herein by reference to the extent not included as an Exhibit to this Agreement. Contractor shall make all commercially reasonable efforts to comply with all such DVB requirements, including meeting the DVB Percent of Utilization on Contractor's DVB Subcontractor Participation Plan. Contractor shall maintain a rate of DVB utilization throughout the term of this Agreement that is reasonably in alignment with the progress of the Agreement (e.g., term, utilization, deliverables). Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.
- If in County's determination, Contractor is not in compliance with all DVB requirements, County may take corrective action, which may include (i) requiring Contractor to submit a corrective action plan acceptable to County detailing actions the Contractor will take to fulfill its DVB requirements and/or (ii) withholding of payments to Contractor equivalent to the amount of DVB underutilization. Such corrective actions shall be in addition to any other remedies the County may have under this Agreement or at law or equity.
- 1.7 **Preferred Vendor.** If this Agreement resulted from a solicitation where Contractor claimed Preferred Vendor status in its response per section 405 of the San Diego County Administrative Code, Contractor shall perform a commercially useful function (as that term is defined in California Military and Veterans Code § 999 or successor statute) throughout the term of this Agreement.

**ARTICLE 2
 SCOPE OF WORK**

- 2.1 **Statement of Work.** Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 **Right to Acquire Equipment and Services.** Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 **Responsibility for Equipment.** County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify, and hold harmless County from and against any and all claims for any damage whatsoever

**COUNTY CONTRACT NUMBER [#Insert Number]
 AGREEMENT WITH CITY OF SOLANA BEACH FOR
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
 FY2021-22 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS**

resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.

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

**ARTICLE 3
DISENTANGLEMENT**

3.1 **General Obligations.**

Upon the expiration or termination of all or a portion of the services provided hereunder ("Transitioning Services,"), the County may elect to have such services, substantially similar services, or follow-on services ("Disentangled Services") performed by County or one or more separate contractors ("Replacement Provider"). Contractor shall take all actions necessary to accomplish a complete and timely transition of the Disentangled Services ("Disentanglement") without any material impact on the services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide Replacement Provider with all information regarding the services and any other information needed for Disentanglement.

Contractor shall provide for the prompt and orderly conclusion of all work required under this Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly Disentanglement.

3.2 **Disentanglement Process.**

Contractor and County shall discuss in good faith a plan for Contractor's Disentanglement that shall not lessen in any respect Contractor's Disentanglement obligations.

If County requires the provision of Transitioning Services after expiration or termination of the Agreement or Disentanglement work not otherwise required under this Agreement, for which additional compensation will be due, such services shall be compensated at: (i) the applicable rates in Agreement or a reasonable pro-rata of those prices, or (ii) if no applicable rates apply, no more than Contractor's costs. Such work must be approved in writing by County approval of a written Disentanglement plan or separately in writing and is subject to the Compensation clause on the signature page.

Contractor's obligation to provide Disentanglement services shall not cease until all Disentanglement obligations are completed to County's reasonable satisfaction, including the performance by Contractor of all Specific Obligations of Contractor. County shall not require Contractor to perform Transitioning Services beyond 12 months after expiration or termination, provided that Contractor meets all Disentanglement obligations and other obligations under Agreement.

3.3 **Specific Obligations.**

The Disentanglement shall include the performance of the following specific obligations ("Specific Obligations"):

3.3.1 **No Interruption or Adverse Impact**

Contractor shall cooperate with County and Replacement Provider to ensure a smooth Disentanglement, with no interruption of or adverse impact to Disentangled Services, Transitioning Services, other work required under the Agreement, or services provided by third parties.

3.3.2 **Client Authorizations.**

**COUNTY CONTRACT NUMBER [#Insert Number]
 AGREEMENT WITH CITY OF SOLANA BEACH FOR
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
 FY2021-22 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS**

Contractor shall obtain from clients served by Contractor all client consents or authorizations legally necessary to transfer client data to Replacement Provider.

3.3.3 Leases, Licenses, and Third-Party Agreements.

Contractor shall procure at no charge to County all authorizations necessary to grant Replacement Provider the use and benefit of any third-party agreements pending their conveyance or assignment to Replacement Provider.

Contractor, at its expense, shall convey or assign to Replacement Provider leases, licenses, and other third-party agreements procured under this Agreement, subject to written approval of the Replacement Provider (and County, if Replacement Provider is other than County).

Without limiting any other provision of this Agreement, Contractor shall reimburse County for any losses resulting from Contractor's failure to comply with any terms of any third-party agreements prior to the date of conveyance or assignment.

3.3.4 Return, Transfer, and Removal of Assets.

Contractor shall return to County all County assets in Contractor's possession, pursuant to section 2.4 of this Agreement.

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

3.3.5 Delivery of Documentation.

Notwithstanding section 13.5 of this Agreement, and without limiting Contractor's obligations thereunder, Contractor shall deliver to Replacement Provider (and/or County, if Replacement Provider is other than County), all documentation and data necessary for Disentanglement.

3.3.6 Reserved.

**ARTICLE 4
COMPENSATION**

County will pay Contractor in accordance with Exhibit C Payment Schedule and this Article 4, for the work specified in Exhibit A Statement of Work (SOW), not to exceed the maximum compensation as set forth on signature page. Contractor shall employ and maintain an accounting and financial system to effectively monitor and control costs and assure accurate invoicing and performance under this Agreement.

4.1 General Principles. Contractor shall comply with generally accepted accounting principles, good business practices, San Diego County Code of Administrative Ordinances section 472, and the cost principles published by the federal Office of Management and Budget (OMB), including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS "The Uniform Guidance," which can be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/cfr200_main_02.tpl. Contractor shall comply with all applicable federal, State, and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as specifically stated herein to be furnished by County.

4.1.1 Fiscal Year. The County's fiscal year runs from July 1 through June 30 ("County Fiscal Year").

4.1.2 Cost Allocation Plan. Contractor shall submit annually to the County a cost allocation plan in accordance with The Uniform Guidance.

4.1.3 Agreement Budget. The COR may make Administrative Adjustments to the budget as long as the total budget does not exceed the compensation specified on the Signature Page.

4.2 Compensation. For cost-reimbursement Services, the County will reimburse the actual allowable, allocable, necessary, and reasonable costs incurred in accordance with this Agreement (including the established budget), generally accepted accounting principles, good business practices, and the cost principles published by the federal Office of Management and Budget (OMB) ("Allowable Costs"). Where non-cost-reimbursement work (fixed price, labor hour, time and materials, etc.) is also provided for in this Agreement, Contractor shall be entitled to compensation as set forth below:

4.2.1 Contractor shall be entitled to compensation only upon completion and acceptance of a deliverable or portion of work as described in the Payment Schedule ("Services"). Services shall include any additional or as-needed services specified in the SOW and Pricing Schedule and pre-approved in writing by COR or authorized by County task order issued in accordance with this Agreement ("As-Needed Services").

**COUNTY CONTRACT NUMBER [#Insert Number]
 AGREEMENT WITH CITY OF SOLANA BEACH FOR
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
 FY2021-22 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS**

- 4.2.1.1 Contractor shall be entitled to reimbursement for incidental expenses associated with any such portions of the work only when specifically allowed for in the SOW and Pricing Schedule ("Reimbursable Expenses"), and only upon completion and acceptance of the Services for which they were incurred unless earlier reimbursement is otherwise authorized under this Agreement. Compensation for Reimbursable Expenses shall be at cost.
- 4.2.1.2 Where travel, lodging, or meal expenses ("Travel Expenses") are allowable Reimbursable Expenses, rates must not exceed County-authorized rates set forth in Administrative Code section 472. Should Contractor incur Travel Expenses greater than the County-authorized rates, Contractor shall not be entitled to reimbursement for the difference between the County-authorized rate for each category and the actual cost.
- 4.3 **Invoices.**
- 4.3.1 Contractor shall invoice monthly for completed and accepted Services performed in the prior month.
- 4.3.2 Contractor shall submit invoices to the COR that are completed and submitted in accordance with written COR instructions and are in compliance with all Agreement terms.
- 4.3.2.1 Contractor shall provide accurate invoices with sufficient detail and supporting documentation for County verification. Invoices must reference the Agreement number (and task order, if applicable), contain a detailed listing of each deliverable or portion of work, including the pay point, target, accomplishment, unit price, percentage completion, and appropriate calculations where applicable. Invoices must include a progress report documenting the status and accomplishments of Contractor.
- 4.3.3 Contractor requests for payment of authorized Reimbursable Expenses must be included in the invoice for the associated Services, unless previously invoiced in accordance with this Agreement.
- 4.3.4 Contractor invoices for Allowable Costs must be complete, containing all claimed costs for the invoiced period of performance, unless authorized in writing by COR, previously invoiced in accordance with Agreement, or otherwise specifically allowed for in this Agreement.
- 4.3.5 **Final Fiscal Year-End Settlements.** Contractor shall submit the final invoice for Services performed during each County Fiscal Year no later than the settlement date established by COR or each department, but in no event later than 60 calendar days from (i) the end of each County Fiscal Year or (ii) the expiration or termination of this Agreement. County may, in its sole discretion, choose to not process invoices for reimbursement for services performed during that County Fiscal Year after this date.
- 4.4 **Payments.** Contractor shall be entitled to payment only upon County approval of a correct and substantiated invoice. Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the Agreement entitling Contractor to payment, (ii) County receipt of a correct and substantiated invoice, and (iii) County receipt of all substantiating information. The County at its sole discretion may issue partial payment where only a portion of an invoice is correct and substantiated. Payment shall be deemed to have been made on the date that County submits electronic payment or mails a warrant or check. The County is precluded from making payments prior to receipt of services (advance payments).
- 4.5 **Full Compensation.** The compensation set forth in this Agreement shall constitute the full and complete payment for Contractor's performance of the services set forth herein. Contractor shall not be entitled to any additional payment for services rendered. Contractor shall not be entitled to any compensation, reimbursement, ancillary benefits, or other consideration for services rendered beyond that specified in Agreement.
- 4.6 **Prompt Payment for Vendors and Subcontractors**
- 4.6.1 Unless otherwise set forth in this section 4.6, Contractor shall promptly pay Related Subcontractors for satisfactory performance of work required by this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County, and Contractor shall apply such payments to the payment of the Related Subcontractor(s) that performed the work.
- 4.6.2 If Contractor determines that any payment otherwise due such Related Subcontractor is subject to withholding in accordance with a Related Subcontract, Contractor shall:
- 4.6.2.1 Provide written notice to the Related Subcontractor and COR within three (3) business days of such withholding stating the amount to be withheld, the basis for the withholding, and, if applicable, the cure required of the Related Subcontractor in order to receive payment of the amounts withheld; and;
- 4.6.2.2 Reduce the Related Subcontractor's payment by an amount not to exceed the amount specified in the notice furnished under paragraph 4.6.3.1 above.

**COUNTY CONTRACT NUMBER [#Insert Number]
 AGREEMENT WITH CITY OF SOLANA BEACH FOR
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
 FY2021-22 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS**

- 4.6.3 Contractor shall not include in any invoice to the County amounts that the Contractor has withheld or intends to withhold from a Related Subcontractor for failure to satisfactorily perform work in a manner required by this Agreement. If such withholding determination is made after submitting an invoice to the County, Contractor shall submit to County a revised invoice omitting or crediting such amount. Contractor shall not include such amounts in any subsequent invoices unless the Related Subcontractor has cured the basis for withholding.
- 4.7 **Partial Payment.** Contractor shall be paid only for work performed in accordance with this Agreement. If Contractor fails to perform a portion of the work or fails to perform some or all of the work in accordance with this Agreement, County, at its sole discretion, may provide partial payment to Contractor to reflect the reasonable value of work properly performed.
- 4.8 **Withholding of Payment.** Without limiting any other provision of this Agreement, County may withhold payment, in whole or in part, if any of the following exist:
- 4.8.1 **Missing Information.** Contractor has not provided to County any reports, data, audits, or other information required for Agreement administration, for reporting or auditing purposes, or by State, federal, or other funding source.
- 4.8.2 **Misrepresentation.** Contractor, with or without knowledge, made any misrepresentation of a substantial and material nature with respect to any information furnished to County
- 4.8.3 **Unauthorized Actions by Contractor.** Contractor took any action under this Agreement that required County approval without having first received such approval.
- 4.8.4 **Breach.** In the County's determination, Contractor is, or at the time of performance was, in breach of any of the terms of this Agreement.
- 4.9 **Disallowance.** County may disallow payment at any time if it determines that the basis for the payment is or was not eligible for compensation under this Agreement. If County makes payment to Contractor that is later disallowed by the County, State or federal government, or other funding source, County shall be entitled to prompt recovery of funds in accordance with Article 12.
- 4.10 **Maximum Price.** During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.
- 4.11 **Overpayments.** If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and County shall be entitled to prompt recovery of funds in accordance with Article 12.
- 4.12 **Availability of Funding.** The County's obligation for payment under this Agreement is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond the end of the County Fiscal Year for which funds are designated by the County. In the event that federal, State, or County funding ceases or is reduced, the County shall, in its sole discretion and without limiting any other provision of this Agreement, have the right to terminate or suspend this Agreement, or to reduce compensation and service levels proportionately.
- 4.13 **Rate of Expense.** Contractor shall control its rate of expense throughout the term of this Agreement such that it is reasonably in alignment with the progress of the Agreement, inclusive of term, achievement towards objectives, anticipated revenue, deliverables, and other applicable factors. Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.
- 4.13.1 Contractor shall promptly inform the COR if its rate of expense exceeds, or is anticipated to exceed, the progress of this Agreement or would result in expenses that exceed the maximum Agreement amount or budget. In no event, however, shall Contractor's invoiced amounts exceed the maximum Agreement amount or budget.
- 4.13.2 If the Agreement term, Initial Term, or any Option Period originates in one County Fiscal Year and ends in another County Fiscal Year, Contractor shall not exceed the amounts reasonably allocated to each of the County Fiscal Years based on the monthly budget or other rate of expense.
- 4.14 **Revenue Sources.** Federal or other funding source amounts listed in the Agreement or the budget are preliminary estimates and shall not limit the County's use of specific funding sources that vary from the preliminary estimates, provided that such payments do not exceed the total Agreement amount.
- 4.15 **Program Income.** Program Income as defined in 2 CFR §200.1 shall be administered in accordance with 2 CFR §200.307 and shall be reported at the end of the Initial Term of the Agreement and each Option Period. All use of Program Income requires written County approval.
- 4.15.1 Unless otherwise required by federal, State, or other funding source requirements, Program Income earned after the period of performance of this Agreement shall be utilized in support of the same or similar goals and objectives, preferably under an agreement between County and Contractor.

**COUNTY CONTRACT NUMBER [#Insert Number]
 AGREEMENT WITH CITY OF SOLANA BEACH FOR
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
 FY2021-22 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS**

- 4.16 Incentive/Bonus/Performance Payments. Contractor shall not use any funds paid under this Agreement for employee incentive or bonus programs or structures, for employees at any level, unless such payments are within Contractor's normal compensation policy and are based upon objective measurements of performance that include compliant and ethical conduct. Contractor agrees to provide information to the County on the formula or criteria used to calculate such payments upon request.
- 4.17 Reserved.

**ARTICLE 5
 AGREEMENT ADMINISTRATION**

- 5.1 The Director of the Department of Purchasing and Contracting or designated Department of Purchasing and Contracting official is the contracting officer for this Agreement ("Contracting Officer").
- 5.2 County's Agreement Administrator. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR"). The COR will coordinate the County's administration of this Agreement.
- 5.2.1 The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required.
- 5.2.2 The COR is not authorized to make Changes to this Agreement, except for administrative adjustments, such as line-item budget changes or adjustments to the service requirements, that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price ("Administrative Adjustments"). Each Administrative Adjustment shall be in writing and signed by COR and Contractor.
- 5.3 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance, with the COR serving as meeting chair. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement within 10 days. Appropriate action will be taken to resolve any areas of disagreement.

**ARTICLE 6
 CHANGES**

- 6.1 Changes. Changes to this Agreement may only be made by Administrative Adjustment, Change Order, or amendment, in accordance with this Article 6. No other modification of this Agreement shall be valid.
- 6.1.1 Administrative Adjustment. Changes that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price of the Agreement, such as line-item budget changes or adjustments to the service requirements, ("Administrative Adjustments") may be made if in writing and signed by COR and Contractor
- 6.1.2 Change Order. The County may at any time, by written order, make Changes within the general scope of this Agreement ("Change Order"). If any Change Order causes an increase or decrease in the cost or time required for the performance of the work under this Agreement, an equitable adjustment shall be made to the price, delivery schedule, or both.
- 6.1.2.1 Contractor must assert any claim for equitable adjustment within thirty (30) days from the date of receipt by the Contractor of the Change Order; however, the Contracting Officer may receive and act upon any such claim asserted at any time prior to final payment under this Agreement where the facts justify such action. Where the cost of property made obsolete or excess as a result of a Change Order is included in the Contractor's claim for equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any equitable adjustment shall be a dispute concerning a question of fact within the meaning of Article 15 "Disputes". However, nothing in this section shall excuse the Contractor from proceeding with this Agreement as changed.
- 6.1.3 Amendment. The County and Contractor may modify this Agreement by written amendment signed by the Contracting Officer and Contractor.

ARTICLE 7

**COUNTY CONTRACT NUMBER [#Insert Number]
 AGREEMENT WITH CITY OF SOLANA BEACH FOR
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
 FY2021-22 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS**

SUSPENSION, DELAY AND TERMINATION

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

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

If, after notice of termination of this Agreement under the provisions of this section, it is determined for any reason that the Contractor was not in default under this Agreement, the rights and obligations of the parties shall, be the same as if the notice of termination had been issued pursuant to section 7.5 "Termination for Convenience."

- 7.2 **Damages for Delay.** If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.
- 7.3 **County Exemption from Liability.** In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County of San Diego and its departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.4 **Reserved.**
- 7.5 **Termination for Convenience.** The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Agreement until such termination:
- 7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.
- 7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 7.5.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
- 7.5.4.1 Fraud, waste, or abuse of Agreement funds, or
- 7.5.4.2 Improperly submitted claims, or
- 7.5.4.3 Any failure to perform the work in accordance with the Statement of Work, or
- 7.5.4.4 Any breach of any term or condition of the Agreement, or
- 7.5.4.5 Any actions under any warranty, express or implied, or
- 7.5.4.6 Any claim of professional negligence, or
- 7.5.4.7 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.6 **Suspension of Work.** The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate for the convenience of the Government. County reserves the right to prohibit, without prior notice, contractor or contractor's

**COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FY2021-22 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS**

employees, directors, officers, agents, subcontractors, vendors, consultants, or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.

**ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS**

- 8.1 **Compliance with Laws and Regulations.** Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
- 8.2 **Contractor Permits and License.** Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 **Equal Opportunity.** Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 **Affirmative Action.** Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet website (www.co.san-diego.ca.us).
- 8.5 **Non-Discrimination.** Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (section 11135, et seq) of the California Government Code, Title 9, Division 4, Chapter 6 (section 10800, et seq) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 19.
- 8.6 **AIDS Discrimination.** Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, section 32.803, of the San Diego County Code of Regulatory Ordinances.
- 8.7 **American with Disabilities Act (ADA) 1990.** Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations, and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 **Political Activities Prohibited.** None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 **Lobbying.** Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any

**COUNTY CONTRACT NUMBER [#Insert Number]
 AGREEMENT WITH CITY OF SOLANA BEACH FOR
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
 FY2021-22 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS**

other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.

- 8.9.1 **Byrd Anti-Lobbying Amendment.** In accordance with 31 U.S.C. 1352 and related regulations, (a) Contractor certifies, and shall require each lower-tier recipient (as that term is defined in 31 U.S.C. 1352) to certify to the tier above, that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any covered Federal contract, grant or any other award covered by 31 U.S.C. 1352, and (b) Contractor shall disclose, and shall require each lower-tier recipient to disclose to the tier above, any lobbying with non-Federal funds that takes place in connection with obtaining any covered Federal award.
- 8.10 **Religious Activity Prohibited.** There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 **Audit Requirement.**
- 8.11.1 Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual financial audit of the organization. Contractors that expend \$750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of \$750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.
- 8.11.2 Contractor shall immediately notify County upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.
- 8.12 **Board of Supervisors' Policies.** Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website: www.sandiegocounty.gov.
- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and veteran owned businesses in County procurements; and
- 8.12.3 **Zero Tolerance for Fraudulent Conduct in County Services.** Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and
- 8.12.4 **Interlocking Directorate.** In recognition of Board Policy A-79, available on the County of San Diego Website, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and
- 8.12.5 **Drug and Alcohol-Free Work Environment.** The County of San Diego, in recognition of its responsibility to provide a safe, healthy, and productive work environment and perform services as safely, effectively, and efficiently as possible, has adopted a requirement for a work environment not adversely affected or impaired in any way by the use or presence of alcohol or drugs in Board Policy C-25 County of San Diego Drug and Alcohol Use Policy.
- 8.12.5.1 As a material condition of this Agreement, the Contractor agrees that Contractor and Contractor's employees, while performing services or using County equipment pursuant to Agreement:

**COUNTY CONTRACT NUMBER [#Insert Number]
 AGREEMENT WITH CITY OF SOLANA BEACH FOR
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
 FY2021-22 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS**

- 8.12.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.12.5.1.2 Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 8.12.5.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.12.5.2 Contractor shall inform all employees who are performing applicable services of the County's Board Policy C-25 and the above prohibitions.
- 8.13 **Cartwright Act.** Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 8.14 **Hazardous Materials.** Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state, or local laws or ordinances, rules, decrees, orders, regulations, or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.
- 8.15 **Clean Air Act and Federal Water Pollution Control Act.**
- 8.15.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- 8.15.2 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.). Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- 8.16 **Debarment, Exclusion, Suspension, and Ineligibility.**
- 8.16.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:
- 8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency; and
- 8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

**COUNTY CONTRACT NUMBER [#Insert Number]
 AGREEMENT WITH CITY OF SOLANA BEACH FOR
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
 FY2021-22 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS**

- 8.16.1.3 Are not presently indicted or otherwise criminally, civilly, or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 8.16.1.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (federal, State, or local) terminated for cause or default.
- 8.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.
- 8.16.3 Contractor invoices shall include the following language:
 I certify, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and/or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth herein.
- 8.16.4 Debarment and Suspension.
- 8.16.4.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 8.16.4.2 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 8.16.4.3 This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:
- 8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
- 8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: <http://www.sandiegocounty.gov/content/sdc/cao/occ.html>. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;
- 8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;
- 8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all employees, directors, officers, agents, Related Subcontractors, or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain verifications in accordance with the Agreement requirement for retention of records
- 8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records
- 8.20 Compliance Program. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608, regardless of funding source or services.
- 8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available

**COUNTY CONTRACT NUMBER [#Insert Number]
 AGREEMENT WITH CITY OF SOLANA BEACH FOR
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
 FY2021-22 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS**

for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant, or volunteer of Contractor comes under investigation by any federal, State, or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.

Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations, and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.

- 8.22 **Prevailing Wage.** Work to be performed by Contractor in accordance with this Agreement is a "public work" under Labor Code section 1720, et seq. and is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. If Contractor will receive federal funds, this Agreement may also be subject to the payment of prevailing wages pursuant to the Davis-Bacon Act, 40 USC § 3141 et seq., and other federal laws. It is the sole responsibility of Contractor to ensure that all workers who perform work pursuant to this Agreement are paid the correct rate of prevailing wages. Contractor waives and releases any rights it may have under Labor Code section 1726 and 1781 to seek recovery of costs from the County. When working on a federally funded project, Contractor shall ensure that all workers entitled to the payment of prevailing wages receive the higher of the applicable State or federal prevailing wage.

County has obtained from the Director of the California Department of Industrial Relations general prevailing wage determinations for the locality in which work is being performed. These determinations are on file and available in the Department of Purchasing and Contracting, 5560 Overland Avenue, Suite 270, San Diego, CA 92123, and are available from the Department of Industrial Relations on the internet at www.dir.ca.gov. Federal prevailing wage rates are available from the U.S. Department of Labor on the internet at www.access.gpo.gov.

Contractor acknowledges that because portions of the work to be performed by Contractor may be subject to the payment of State and federal prevailing wages, certain requirements must be included in this Agreement. Contractor certifies that it is generally aware of State and federal prevailing wage requirements and shall be bound by these requirements to the extent applicable to the work performed, including, but not limited to, the following:

- 8.22.1 If a worker is paid less than the prevailing wage rate owed for a day or portion of a day, Contractor shall pay the worker the difference between the prevailing wage rate and the amount actually paid as specified in Labor Code section 1775;
- 8.22.2 Contractor shall maintain and make available payroll and worker records in accordance with Labor Code sections 1771.4(a)(3), 1776 and 1812;
- 8.22.3 If apprentices are employed on the project, Contractor shall ensure compliance with Labor Code section 1777.5;
- 8.22.4 Contractor is aware of the limitations imposed on overtime work by Labor Code section 1810, et seq. and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;
- 8.22.5 Contractor shall be bound by each of the stipulations set forth at 40 USC § 3142(c), including the obligations to a) pay all laborers or mechanics employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at the time of payment, computed at the required wage rate; b) post the applicable prevailing wage scale in a prominent and accessible place at the work site; and c) agree that there may be withheld from accrued payments funds necessary to ensure workers are paid the required wage rate;
- 8.22.6 In accordance with 40 USC § 3143, all or part of this Agreement may be terminated for failure to pay the required prevailing rate of wages;
- 8.22.7 In accordance with 8 Cal. Code Reg. section 16451(d), the applicable prevailing wage determinations shall be posted at each job site and Contractor will be responsible for posting the notice required by 8 Cal. Code Reg. section 16451(d) at each job site. Posters are available on the CMU website, at the Division of Labor Standards Enforcement District Offices or by emailing a request to CMU@dir.ca.gov; and
- 8.22.8 Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1 pertaining to the registration of contractors pursuant to Labor Code section 1725.5. Registration and all related requirements of those sections must be maintained throughout the term of this Agreement. This project is a "public work" in accordance with Labor Code §1720, et seq. It is the sole responsibility of the Contractor to ensure that all workers employed in the execution of the Agreement are paid the correct prevailing rate of wages. The County has obtained from the director of the Department of Industrial Relations general prevailing wage determinations for the locality in which the work is to be performed. The determinations are on file and available in the County of San Diego Department of

**COUNTY CONTRACT NUMBER [#Insert Number]
 AGREEMENT WITH CITY OF SOLANA BEACH FOR
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
 FY2021-22 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS**

Purchasing and Contracting; 5560 Overland Ave., Ste. 270, San Diego, CA 92123-1204 and are available from the Department of Industrial Relations on the internet at <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

- 8.23 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Contractor shall, in accordance with 2 CFR 200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firms by:
- 8.23.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 8.23.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 8.23.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 8.23.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - 8.23.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 8.24 Procurement of Recovered Materials. Contractor shall comply with 2 CFR part 200.323. Contractor shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. Contractor certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements. For contracts over \$100,000 in total value, Contractor shall estimate the percentage of total material utilized for the performance of the Agreement that is recovered materials and shall provide such estimate to County upon request.
- 8.25 Domestic Preferences. In accordance with 2 CFR part 200.322, as appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- 8.25.1 "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.
 - 8.25.2 "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- 8.26 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. In accordance with 2 CFR part 200.216, Contractor and its subcontractors are prohibited from expending funds under this Agreement to:
- 8.26.1 Procure or obtain;
 - 8.26.2 Extend or renew a contract to procure or obtain; or
 - 8.26.3 Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 8.26.3.1 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 8.26.3.2 Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 8.26.3.3 Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**COUNTY CONTRACT NUMBER [#Insert Number]
 AGREEMENT WITH CITY OF SOLANA BEACH FOR
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
 FY2021-22 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS**

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

8.28 Reserved.

**ARTICLE 9
 CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT**

9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical, and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.

9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict-of-interest restrictions imposed on public officials by Government Code section 1090 et seq.

9.2 Conduct of Contractor.

9.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.

9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.

9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.

9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.

9.3 Prohibited Agreements. As required by section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of section 67, and that Contractor is not, and will not subcontract with, any of the following:

9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;

9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;

9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and

9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

**COUNTY CONTRACT NUMBER [#Insert Number]
 AGREEMENT WITH CITY OF SOLANA BEACH FOR
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
 FY2021-22 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS**

- 9.4 **Limitation of Future Agreements or Grants.** It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this section, Contractor shall be free to compete for business on an equal basis with other companies.
- 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

**ARTICLE 10
INDEMNITY AND INSURANCE**

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

Without limiting the foregoing, Contractor's defense and indemnity obligations under this section shall specifically apply to any claim, suit, proceeding, demand, liability, loss, damage, or expense (including but not limited to attorneys' fees) arising from or relating to a claim that any work performed pursuant to this Agreement infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any the same or County's use of the same is, or in Contractor's or County's opinion is likely to be, held to infringe the rights of any third party, Contractor shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non-infringing equivalent reasonably satisfactory to County. Without limiting the County's other rights and Contractor's obligations under this section, County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

- 10.2 **Insurance.** Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto. The provisions of section 10.1 are independent of, and shall in no way limit, Contractor's and its insurer's requirements under this section 10.2 and Exhibit "B," "Insurance Requirements."

**ARTICLE 11
AUDIT AND INSPECTION**

- 11.1 **Audit and Inspection.**
- 11.1.1 Authorized federal, State and County representatives and their designated inspectors shall each have the following rights ("Audit and Inspection"):
- 11.1.1.1 to monitor, assess, and evaluate Contractor's performance under this Agreement;
- 11.1.1.2 to conduct audits, inspections, reviews of reports, and interviews of staff and participants involved with the services provided under this Agreement; and
- 11.1.1.3 to inspect the premises, services, materials, supplies, and equipment furnished or utilized in the performance of this Agreement and the workmanship of the work performed under this Agreement.
- 11.1.2 Contractor shall fully cooperate with any Audit and Inspection. County shall perform Audits and Inspections in a manner so as not to unduly interfere with Contractor's performance.
- 11.1.3 At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to examine and make excerpts or transcripts from

**COUNTY CONTRACT NUMBER [#Insert Number]
 AGREEMENT WITH CITY OF SOLANA BEACH FOR
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
 FY2021-22 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS**

such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

- 11.1.4 If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.
- 11.2 **External Audits.** Contractor shall provide the following to the COR:
- 11.2.1 a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement within three (3) business days of Contractor receiving notice of the audit.
- 11.2.2 a copy of the draft and final State or federal audit reports within twenty-four (24) hours of receiving them. Contractor shall also provide electronic copies to Agency Contract Support (ACS) at ACS.HHSA@sdcounty.ca.gov.
- 11.2.3 a copy of Contractor's response to the draft and final State or federal audit reports at the same time the response is provided to the State or federal representatives.
- 11.2.4 a copy of all responses made by a federal or State representative to a Contractor's audit response no later than three (3) business days after receiving it, unless prohibited by the government agency conducting the audit. This shall continue until the federal or State auditors have accepted and closed the audit.
- 11.3 **Availability of Records.** Contractor shall maintain and/or make available within San Diego County accurate books, accounting records, and other records related to Contractor's performance under this Agreement, including all records of costs charged to this Agreement during the term of this agreement and for the longer of: (i) a period of five (5) years after the date of final payment under this Agreement, and (ii) for records that relate to appeals under Article 15 "Disputes," or litigation or the settlement of claims arising out of the performance of this Agreement, three (3) years after such appeals, litigation, or claims have been disposed of. Contractor shall provide any requested records to County within two (2) business days of request. Contractor assertions of confidentiality shall not be a bar to full access to the records. County shall keep the materials described above confidential unless otherwise required by law.
- 11.3.1 Contractor shall maintain, and the records referred to in section 11.3 shall include, records sufficient to establish the reasonableness accuracy, completeness and currency of all cost or pricing data submitted to County in connection with this Agreement, including records of adequate price competition, negotiations, and cost or price analysis.
- 11.4 **Outcome-Based Measures.** Where outcome-based measures are set forth in the Statement of Work, Contractor shall maintain, and provide to County upon County's request as often as County deems necessary, complete, and accurate data documenting such outcome measures under this Agreement. Such data may include, but is not limited to, statistics on outcomes, rates of success, and completion rate of deliverables.
- 11.5 **Full Cost Recovery.** Contractor shall reimburse County for all direct and indirect expenditures incurred in conducting an audit, investigation, or inspection when Contractor is subsequently found to have violated terms of this Agreement.
- 11.6 **Corrective Actions.** If any services performed hereunder are found to have not been in conformity with the specifications and requirements of this Agreement, County shall have the right to (1) require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount, (2) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, (3) reduce payment to Contractor in accordance with Article 4, (4) have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement and recover from Contractor any costs incurred by County that are directly related to the performance of such services, and/or (5) pursue any other rights or remedies available to County under this Agreement.

**ARTICLE 12
 RECOVERY OF FUNDS**

Where Contractor is required to reimburse County under any provision of this Agreement, or where County is otherwise owed funds from Contractor under this Agreement, County may, at its sole discretion and subject to funding source restrictions and State and federal law: (1) withhold such amounts from any amounts due to Contractor pursuant to the payment terms of this Agreement, (2) withhold such amounts from any other amounts due to Contractor from County, and/or (3) require Contractor to make payment to County for the total amount due (or a lesser amount specified by County) within thirty (30) days of request by County. Notwithstanding the foregoing, County may allow Contractor to repay any such amounts owed in installments pursuant to a written repayment plan.

**COUNTY CONTRACT NUMBER [#Insert Number]
 AGREEMENT WITH CITY OF SOLANA BEACH FOR
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
 FY2021-22 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS**

**ARTICLE 13
USE OF DOCUMENTS AND REPORTS**

- 13.1 **Findings Confidential.** Any reports, records, data, or other information given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County except as may be required by law. Contractor shall not disclose to any individual or organization any reports, records, data, or other information received, prepared, or assembled by Contractor under this Agreement
- 13.2 **Ownership, Publication, Reproduction and Use of Material.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright, or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 **Confidentiality.** Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State, or federal law or regulation and pursuant to this section 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.
- 13.4 **Public Records Act.** The California Public Records Act ("CPRA") requires County to disclose "public records" in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County's notice. Contractor's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Contractor's written request. Contractor further agrees that its defense and indemnification obligations set forth in section 10.1 of this Agreement extend to any Claim (as defined in section 10.1) against the County Parties (as defined in section 10.1) arising out of County's withholding and/or redacting of records pursuant to Contractor's request. Nothing in this section shall preclude Contractor from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State, or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.
- 13.5 **Custody of Records.** Contractor shall deliver to County or its designee, at County's request, all documentation and data related to Contractor's work under this Agreement, including, but not limited to, County data and client files held by Contractor, at no charge to County. County, at its option, may take custody of Contractor's client records upon Agreement termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law and that retained records shall be available to Contractor for examination and inspection in accordance with applicable law. Contractor shall destroy records not turned over to County in accordance with applicable retention requirements and this Agreement. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data for archival purposes or warranty support, and Contractor may maintain records that it is legally required to maintain.
- 13.6 **Reports.** Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.

**ARTICLE 14
INFORMATION PRIVACY AND SECURITY PROVISIONS**

Contractor agrees to follow all applicable federal, state, and local laws and regulations pertaining to the use and protection of confidential customer data, including, but not limited to Privacy Act of 1974, 5 U.S.C. 552a, and HUD regulations at 24 C.F.R.

**COUNTY CONTRACT NUMBER [#Insert Number]
 AGREEMENT WITH CITY OF SOLANA BEACH FOR
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
 FY2021-22 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS**

Parts 15 and 16 and Part 5, subpart B (starting with section 5.210); California Health and Safety Code sections 34283 and 34332; and all other funding specific regulations governing privacy and data security.

**ARTICLE 15
DISPUTES**

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

**ARTICLE 16
GENERAL PROVISIONS**

- 16.1 **Assignment and Subcontracting.** Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COR, pursuant to Paragraph 1.4.
- 16.2 **Entire Agreement.** This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.3 **Remedies Not Exclusive.** The rights and remedies of County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.
- 16.4 **Sections and Exhibits.** All recitals, sections, and exhibits referred to in this Agreement are incorporated herein by reference.
- 16.5 **Further Assurances.** Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 **Governing Law.** This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
- 16.7 **Headings.** The article and section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the construction or interpretation of any term or provision hereof.
- 16.8 **Neither Party Considered Drafter.** Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.9 **No Other Inducement.** The making, execution, and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties, or agreements other than those expressed herein.
- 16.10 **Notices.** Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.
- 16.11 **Severability.** If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**COUNTY CONTRACT NUMBER [#Insert Number]
 AGREEMENT WITH CITY OF SOLANA BEACH FOR
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
 FY2021-22 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS**

- 16.12 **Successors.** Subject to the limitations on assignment set forth in section 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.13 **Time.** Time is of the essence for each provision of this Agreement.
- 16.14 **Time Period Computation.** All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 16.15 **Waiver.** The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.16 **Third Party Beneficiaries Excluded.** This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.17 **Publicity Announcements and Materials.** All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty-four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.
- 16.18 **Critical Incidents.** Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug & Alcohol Use" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.
- 16.19 **Responsiveness to Community Concerns.** Contractor shall notify County within one business day of receipt of any material complaints submitted to Contractor orally or in writing related to Contractor's performance of work under this Agreement ("Complaints"), unless prohibited by applicable State, federal, or local law. Complaints include, but are not limited to, issues of abuse or quality of care, or issues regarding a program or facility applicable to this Agreement. Contractor shall take appropriate steps to acknowledge receipt of Complaint(s) from individuals or organizations and to address or resolve all Complaints. Contractor shall promptly notify the County of the status and disposition of all complaints and provide additional information or documentation upon request. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property, or business as approved, permitted or licensed by the applicable authority.
- 16.20 **Criminal Background Check Requirements.** Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services, accessing County or client data, or receiving compensation under this Agreement. Background checks shall be in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. Furthermore, for any individuals identified above who will be assigned to sensitive positions funded by this Agreement, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients or risk to services to be performed under Agreement. Contractor

**COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FY2021-22 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS**

shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section.

- 16.20.1 Contractor shall utilize a subsequent arrest notification service or perform a criminal background check annually during the term of this Agreement for any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services under this Agreement. Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 11.4 "Maintenance of Records."
- 16.20.2 Definitions
- 16.20.2.1 Minor: Individuals under the age of eighteen (18) years old.
- 16.20.2.2 Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them. Activities of daily living are defined as the basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.
- 16.20.2.3 Volunteer: A person who performs a service willingly and without pay.
- 16.21 Survival. The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement. Without limiting the foregoing, the following sections and articles of this Agreement shall survive the expiration or earlier termination of this Agreement: sections 8.1, 8.21, 10.1, and Articles 3, 4, 7, 11, 12 and 13.

COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FY2021-22 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS

SIGNATURE PAGE

AGREEMENT TERM. This Agreement shall begin on the date of the last signature below and end upon completion and County acceptance of all deliverables under this Agreement.

COMPENSATION: Pursuant to Exhibit C, Article 4, and other applicable provisions of this Agreement, County agrees to pay Contractor a sum not to exceed twenty-nine thousand, seven hundred fifteen dollars (\$29,715.00) ("Maximum Agreement Amount").

COR. The County designates the following individual as the Contracting Officer's Representative ("COR").

Karen Wachowiak, Administrative Analyst
3989 Ruffin Road
San Diego, CA 92123
(858) 694-8708
Karen.Wachowiak@sdcounty.ca.gov

CONTRACTOR'S REPRESENTATIVE. Contractor designates the following individual as the Contractor's Representative.

Rimga Viskanta, Senior Management Analyst
635 South Highway 101
Solana Beach, CA 92075
(858) 720-2467
rviskanta@cosb.org

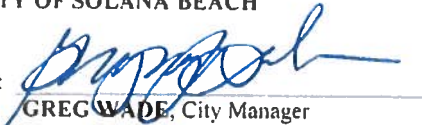
IN WITNESS WHEREOF, County and Contractor execute this Agreement effective as of the date of the last signature below.

COUNTY OF SAN DIEGO

By: 
RICK MACCHIONE, Agency Director
Health and Human Services Agency

Date: 5/6/22

CITY OF SOLANA BEACH

By: 
GREG WADE, City Manager

Date: 4-14-22

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

COUNTY CONTRACT NUMBER _____
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT A- STATEMENT OF WORK

HUD # _____

CFDA # 14.218

1. **Scope of Work/ Purpose:** Contractor shall provide a program to support food distribution services to low-income City of Solana Beach residents in accordance with the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act), to prevent, prepare for, and respond to coronavirus. The Community Development Block Grant CARES (CDBG-CV) serves as a supplemental appropriation to the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program regulations. The CDBG Program is governed by Code of Federal Regulations (CFR) Title 24 Part 570.
2. **Background Information:** The CDBG Program was authorized under Title I of the Housing and Community Development Act of 1974 and provides funds annually to entitlement jurisdictions. CDBG funds are used for community development and affordable housing activities that benefit low-income households and persons with special needs. CDBG funds are used to develop viable communities by providing safe and affordable housing, suitable living environments, and expanded economic opportunities.

The County of San Diego receives CDBG funds for the "Urban County" which includes all of the County unincorporated area and the six participating cities of Coronado, Del Mar, Imperial Beach, Lemon Grove, Poway, and Solana Beach. These cities are below the population threshold for entitlement status and have joined with the County to receive funds through a Cooperation Agreement.

Live Well San Diego Vision: The County of San Diego, Health and Human Service Agency (HHS), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHS partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life.

Information about *Live Well San Diego* can be found on the County's website and a website dedicated to the vision:

http://www.sdcounty.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html
<http://www.LiveWellSD.org>

A Trauma-Informed System: The County of San Diego Health and Human Services Agency (HHS) is committed to becoming a Trauma-Informed System as part of its effort to build a better service delivery system. All programs operated and supported by HHS shall be part of a Trauma-Informed System, which includes providing trauma-informed services and maintaining a trauma-informed workforce. It is an approach for engaging individuals – staff, clients, partners, and the community – and recognizing that trauma and chronic stress influence coping strategies and behavior. Trauma-informed systems and services minimize the risk of re-traumatizing individuals and/or families, and promote safety, self-care, and resiliency.

Trauma-Informed Principles include:

COUNTY CONTRACT NUMBER _____
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT A- STATEMENT OF WORK

HUD # _____

CFDA # 14.218

- Understanding trauma and its impact to individuals;
- Promoting safety;
- Awareness of cultural, historical, disability, and gender issues, and ensuring competence and responsiveness;
- Supporting consumer empowerment, control, choice, and independence;
- Sharing power and governance (e.g. including clients and staff at all levels in the development and review of policies and procedures);
- Demonstrating trustworthiness and transparency;
- Integrating services along the continuum of care;
- Believing that establishing safe, authentic, and positive relationships can be healing;
- Understanding that wellness is possible for everyone.

Requirements, deliverables, and measurable outcomes in Exhibit A: Statement of Work that support a Trauma-Informed System may be found in the following sections: 3.2. through 3.2.6.

3. Goals and Deliverables/Outcomes

- 3.1. **Goals:** Contractor shall accomplish the project described herein to meet the goal of reducing food insecurity to low-income households of the City of Solana Beach as a result of experiencing financial hardship exacerbated by the COVID-19 pandemic.

3.1.1. This project shall meet the following HUD, CDBG, and Consolidated Plan goals:

ELIGIBILITY CITATION: 24 CFR 570.201(e) Public Services

NATIONAL OBJECTIVE: Low-Moderate Income limited clientele benefit- Homeless and Persons affected by COVID-19 (24 CFR 570.208 (a)(2)(i)(A))

CONSOLIDATED PLAN GOAL: Prevent and end homelessness through accessible housing and supportive services.

- 3.2. **Deliverables/Outcomes:** Contractor shall use CDBG-CV funding to partner with Community Resource Center, a non-profit community-based public service organization, to administer the program.

3.2.1. Contractor shall provide support staff to administer this project.

3.2.2. Contractor shall ensure the appropriate personnel are utilized this project:

3.2.2.1. Program Manager

3.2.2.2. Food Rescue Truck Drivers

COUNTY CONTRACT NUMBER _____
 AGREEMENT WITH CITY OF SOLANA BEACH FOR
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
 EXHIBIT A- STATEMENT OF WORK

HUD # _____

CFDA # 14.218

- 3.2.3. Contractor shall ensure approximately twenty-four (24) low-income households are provided healthy food by this program.
- 3.2.4. Contractor shall facilitate 250 visits by Solana Beach residents to its Food and Nutrition Center for food security and support.
- 3.2.5. Contractor shall offer transportation assistance to 100% of Solana Beach participants to access the Food and Nutrition Center.
- 3.2.6. Contractor shall engage in a minimum of 10 outreach engagements to promote the Food and Nutrition Center for Solana Beach residents.

4. **Target Population and Geographical/Regional Service Area**

- 4.1. **Target Population:** Contractor's project shall predominately benefit low-income persons experiencing a financial hardship due to the COVID-19 pandemic.
- 4.2. **Geographical/Regional Service Area:** Contractor shall provide the service(s) listed in this agreement in the following geographical/regional service area(s) or at the following location(s):
 - 4.2.1. City of Solana Beach, California, 92075.

5. **General and Specific Requirements**

- 5.1. **General:** All activities performed under the agreement are subject to review and approval by the County of San Diego, Health and Human Services Agency, Housing and Community Development Services (HCDS), and HUD.
- 5.2. **Specific:**
 - 5.2.1. **Estimated Time Schedule:** Contractor shall implement this project in compliance with the following estimated completion date, or earlier: **Within 12 months from the Notice to Proceed.** The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Contractor remains in control of CDBG funds or other CDBG assets, including program income.
 - 5.2.2. **Estimated Budget:** Contractor shall complete the work under this Agreement within the following estimated budget. In no case shall Contractor be entitled to, nor shall County reimburse Contractor, for more than \$29,715.00 for work performed under this Agreement.
 - 5.2.3. **Acknowledgement of Funding:** Contractor shall identify the County of San Diego as the source of funding, or, if applicable, one of the sources of funding in public announcements that are made regarding the project. Acknowledgement of the

**COUNTY CONTRACT NUMBER _____
 AGREEMENT WITH CITY OF SOLANA BEACH FOR
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
 EXHIBIT A- STATEMENT OF WORK**

HUD # _____

CFDA # 14.218

County's funding role, for example, should be included in publicity materials related to the project. In addition, Contractor agrees that the County shall be apprised of any special events linked to the project so that a review can be made on what role, if any, the County would assume.

- 5.2.4. Contractor shall ensure any person or persons receiving CDBG-CV assistance (including subrecipients and direct beneficiaries) shall agree to repay assistance that is deemed to be duplicative.

6. Data Collection and Reporting Requirements

- 6.1. **Data Collection:** Contractor is responsible for collecting, maintaining and reporting income and ethnicity information for all persons/households served by the program.
- 6.1.1. Contractor shall document all clients served to ensure that at least fifty-one percent (51%) of those served are at or below 80 percent of the Area Median Income as established by the U.S. Department of Housing and Urban Development (HUD). A case worker will interview to confirm. This information is to be collected, compiled and submitted to the County of San Diego on a quarterly basis and at the end of each fiscal year (June 30th) for five (5) years. In addition, proof of supporting income verification documentation (third party verifications or source documents provided by beneficiaries) shall be submitted to the County's Housing and Community Development Services upon receipt of a written request and at the time of any monitoring of project records. Housing and Community Development Services will sample, monitor and validate the accuracy of the beneficiary certification reports (refer to format approved by County on Statement of Work, Attachment 2).
- 6.2. **Quarterly Reports:** Contractor shall provide the County with a quarterly report, submitted no later than 30 days after the last day of the previous quarter, which includes a narrative of the services provided, progress towards meeting the timeline goals stated in the Contract, and an itemized accounting of the expenditures of CDBG funds during the previous quarter. Failure to submit quarterly reports in a timely manner will result in withholding of CDBG funds until the report has been submitted.
- 6.2.1. Report due dates: October 30, January 30, and April 30.
- 6.3. **Additional Reporting Requirements:** Contractor shall submit to County in a timely manner other reports as requested/required by HUD and/or the County including, but not limited to the Contractor/Subcontractor: Semi-Annual Labor Standards Enforcement Reports, Annual Minority Business Enterprise Activity Reports, Section 3 Reports and provide, as requested by HUD and/or the County, information necessary to prepare the Grantee Consolidated Annual Performance and Evaluation Report (CAPER), Consolidated Plan, Annual Plan and other such reports and/or plans.

**COUNTY CONTRACT NUMBER _____
 AGREEMENT WITH CITY OF SOLANA BEACH FOR
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
 EXHIBIT A- STATEMENT OF WORK**

HUD # _____

CFDA # 14.218

6.3.1. Report due dates are as follows:

Report	Reporting Period(s)	Due to County
Semi-Annual Labor Standards Enforcement Report- Form 4710 (if applicable)	October 1 st to March 31 st April 1 st to September 30 th	October 3, 2021 April 3, 2022
Minority Business Enterprise Activity Report- Form 2516 (if applicable)	October 1 st - September 30 th	October 10, 2021
Section 3 Report (if applicable)	July 1 st - June 30 th	July 10, 2022
CAPER Form(s)	July 1 st - June 30 th	July 6, 2022

- 6.3.2. Contractor may be requested to provide additional data to the County in response to a county, state, or federal inquiry request. If this situation should arise, Contractor shall provide the County with the requested data.
- 6.3.3. Contractor shall document income eligibility and demographic information for each client served. Attachment 2, of the Statement of Work, provides a sample collection form for income/demographic information.

COUNTY CONTRACT NUMBER _____
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT A- STATEMENT OF WORK
ATTACHMENT 1- ADDITIONAL TERMS AND CONDITIONS

HUD # _____

CFDA #14.218 _____

In the event that any provision of the Agreement or its Exhibits, conflicts with any other term or condition, the Contractor shall abide by the stricter requirement as set forth by the County, State or Federal governmental agency.

A1. Compliance with Laws and Regulations

- A1.1. Contractor shall abide by all applicable local, County, State and Federal laws, regulations, rules and orders (collectively, "Regulations"), current and hereinafter enacted, applicable to the goods and/or services to be provided hereunder and pertaining to the Community Development Block Grant (CDBG) Program including, but not limited to, those listed in this Attachment 1 – Additional Terms and Conditions, including facility and professional licensing and/or certification laws.
- A1.2. Contractor shall keep in effect any and all licenses, permits, notices, and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation. Contractor's failure to comply with any applicable Regulations shall constitute a material breach of this purchase order.
- A1.3. The obligations undertaken by Contractor include, but are not limited to, the obligation to comply with the current and most up-to-date version of each of the laws and regulations listed in this Attachment 1 – Additional Terms and Conditions.
- (a) Contractor shall undertake the same obligations to the County with respect to the Contractor's Proposal ("Project") that the County has undertaken to HUD as set forth in the:
- (1) County's Community Development Block Grant/HOME Investment Partnership/Emergency Shelter Grant Annual Funding Plan ("Annual Plan")
 - (2) Certifications of Compliance ("Certifications")

Contractor shall comply with the following:

A2. Uniform Administrative Requirements

2 CFR Parts 200 and 2400-2429 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

A3. Lead-Based Paint Hazards

The Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and implementing regulations at Part 35;

COUNTY CONTRACT NUMBER _____
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT A- STATEMENT OF WORK
ATTACHMENT 1- ADDITIONAL TERMS AND CONDITIONS

HUD # _____

CFDA #14.218

A4. DRUG-FREE WORKPLACE ACT

The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, *et seq.*) and implementing regulations at 2 CFR 2429.

A5. EQUAL OPPORTUNITY AND NON-DISCRIMINATION REQUIREMENTS

Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, or physical, mental disability, political affiliation and marital status in accordance with 24 CFR 5.105(a) including Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e, *et seq.*); Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, 42 U.S.C. § 3601, *et seq.*); Section 109 of the Housing and Community Development Act of 1974; (42 U.S.C. § 5309, *et seq.*); Executive Order 11246, as amended (equal employment opportunity); Executive Order 11063 (non-discrimination), as amended by Executive Order 12259; and any HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights; and, pursuant to the Cooperative Agreement, all obligations and actions necessary to participate and comply with the 2015-2020 San Diego Regional Analysis of Impediments to Fair Housing Choice;

A6. ENVIRONMENTAL REQUIREMENTS

The regulations in 24 CFR Part 58 specifying other provisions of the law that further the purposes of the National Environmental Policy Act of 1969 and the procedures by which grantees must fulfill their environmental responsibilities.

A7. GENERAL PROVISIONS

- A7.1. The Housing and Community Development Act of 1974 (42 U.S.C. §5301, *et seq.*);
- A7.2. Title 24 of the Code of Federal Regulations, Part 570 (the HUD regulations concerning CDBG) including subpart K of these regulations, except that: 1) Contractor does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and 2) Contractor does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- A7.3. Program Income requirements as described in 24 CFR 570.504(c), which require Contractor to return any program income earned by Contractor in carrying out the activities of this Agreement to the County;
- A7.4. 24 CFR 570.505 concerning use of real property
- A7.5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1979, 42 U.S.C. §4601, *et seq.*, and regulations adopted to implement that Act in 49 CFR Part 24;

COUNTY CONTRACT NUMBER _____
 AGREEMENT WITH CITY OF SOLANA BEACH FOR
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
 EXHIBIT A- STATEMENT OF WORK
 ATTACHMENT 1- ADDITIONAL TERMS AND CONDITIONS

HUD # _____

CFDA #14.218 _____

- A7.6. Laws and regulations relating to preservation of historic places: National Historic Preservation Act of 1966 (54 U.S.C. §100101 et seq.); the Historical and Archaeological Preservation Act of 1974 (16 U.S.C. 469-469c); and Executive Order 11593;
- A7.7. The Hatch Act relating to the conduct of political activities (5 U.S.C. §1501, et seq.);
- A7.8. The Flood Disaster Protection Act of 1973 (42 U.S.C. §4001, et seq. and the implementing regulations in 44 CFR Parts 59-78);
- A7.9. The Rehabilitation Act of 1973 (29 U.S.C. §701, et seq.) as amended, including Section 504 which relates to nondiscrimination in federal programs and HUD Regulations set forth in 24 CFR Part 8;
- A7.10. The Clean Air Act (42 U.S.C. §7401, et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251, et seq.) and the regulations adopted pursuant thereto (40 CFR Part 6);
- A7.11. Executive Order 13166 relating to "Improving Access to Services by Persons with Limited English Proficiency ("LEP");
- A7.12. The Architectural Barriers Act of 1968 (42 U.S.C. §4151, et seq.).
- A7.13. The HUD Act of 1968 (12 U.S.C. 1701u) as amended, including Section 3 which relates to direct employment, training, and contracting opportunities to low-income individuals and the businesses that employ these persons within their community as set forth in 24 CFR Part 75.
- A8. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT, (FFATA)**
- The Contractor shall comply with the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.
- A9. USE OF PROPERTY-SUCCESSORS IN INTEREST**
- Title to real or personal property acquired with contracted funds shall vest in Contractor. Such property shall be used for the purposes of carrying out the provisions of this Agreement as required by 24 CFR §570.502, §570.503(b)(7) and §570.505. This clause shall continue to apply to any entity with which Contractor may be merged or consolidated or which otherwise succeeds to Contractor's interest in the property.
- A10. CERTIFICATION OF NO FINANCIAL INTEREST**

COUNTY CONTRACT NUMBER _____
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT A- STATEMENT OF WORK
ATTACHMENT 1- ADDITIONAL TERMS AND CONDITIONS

HUD# _____

CFDA #14.218 _____

Contractor certifies that no member, officer or employee of the Contractor, or its designee or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any financial interest, direct, or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program assisted under the Grant, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

A11. DEBARMENT AND SUSPENSION

Subrecipient must not make any award or contract with any organization which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." Prior to award of any contract or subcontract, Subrecipient shall provide the County with proof of compliance, to include exclusion records from the System for Award Management (SAM). See Article 8.16.3 for additional information. Article 8.16.3 supersedes Exhibit A – Statement of Work, Attachment 1 – Additional Terms and Conditions.

COUNTY CONTRACT NUMBER _____
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT A – STATEMENT OF WORK
ATTACHMENT 2 – SAMPLE INCOME DATA FORM FOR CDBG FUNDED PROJECTS
QUALIFYING ON THE BASIS OF LIMITED CLIENTELE

HUD # _____

CFDA #14.218 _____

COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY
 HOUSING AND COMMUNITY DEVELOPMENT SERVICES

Your cooperation in filling out this form is requested. Record keeping on income of participants in the _____ program is a condition of receipt of federal funds for the program. The information provided on this form will remain confidential but may be verified by responsible local and federal agencies. Self-identification of race and ethnicity is voluntary.

1. Please check the total number of people, including you, residing in your household, and on the **same row**, please check your combined gross annual income for you and all the members of your household:

Household Members	80% AMI*	50% AMI*	30% of AMI*
1	42,501-67,900	25,451-42,500	25,450
2	48,501-77,600	29,101-48,500	29,100
3	54,551-87,300	32,751-54,550	32,750
4	60,601-97,000	36,351-60,600	36,350
5	65,451-104,880	39,301-65,450	39,300
6	70,301-112,550	42,201-70,300	42,200
7	75,151-120,300	45,101-75,150	45,100
8	80,001-128,050	48,001-80,000	48,000

(NOTE: The above information is for 2021 and changes each calendar year. To obtain updated information go to and search for income limits for the San Diego area.)

*2021 Area Median Income (AMI) for San Diego is \$95,100.

2. Please check the box below that best describes your family.

RACE CATEGORIES		HISPANIC ETHNICITY
Check One Race Category Only		Check Only If Also Hispanic
White		
Black/African American		
Asian		
American Indian/Alaska Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaska Native AND White		
Asian AND White		
Asian AND Pacific Islander		
Black/African American AND White		
American Indian/Alaska Native AND Black/African American		
Other/Multi-Racial (Explain)		

Name: _____ (Print)

Household Address: _____

Telephone Number: _____

Signature: _____

Note: Name, address, telephone and signature are optional. A unique identifier may be used to trace client served to meet CDBG limited clientele requirement.

EXHIBIT A-1- CONTRACTOR'S PROPOSAL

SEE ATTACHED APPLICATION

(Attachments to Application that are not included are located at HCDS)

**COUNTY CONTRACT NUMBER [#Insert Number]
 AGREEMENT WITH CITY OF SOLANA BEACH FOR
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
 EXHIBIT B – INSURANCE REQUIREMENTS**

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, 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 the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$4,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

3. Self-Insured Retentions

Any self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Endorsement

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this contract, the Contractor's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of

**COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT B – INSURANCE REQUIREMENTS**

the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

D. Severability of Interest Clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

General Provisions

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

**COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT B – INSURANCE REQUIREMENTS**

11. Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO form CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any sub contractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

12. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

COUNTY CONTRACT NUMBER _____
 AGREEMENT WITH CITY OF SOLANA BEACH FOR
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
 FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
 EXHIBIT C - PAYMENT SCHEDULE

HUD # _____

CFDA #14.218 _____

COMPENSATION SCHEDULE:

County shall pay Contractor monthly progress payments upon submittal by Contractor of a certified statement of actual expenditures incurred, provided, however, that not more than 90% of the total agreed compensation will be paid during the performance of this Agreement. The balance due shall be paid upon certification by Contractor that all of the required services have been completed. Payment by County is not to be construed as final in the event HUD disallows reimbursement for the project or any portion thereof. The 10% retention will not apply to acquisition or service contracts.

EXPENDITURE STANDARD:

To ensure effective administration and performance of approved CDBG projects and to meet HUD performance standards, Contractor shall demonstrate reasonable progress on implementation of the Project by expending all contracted funds pursuant to agreement terms within twelve (12) months from the Effective Date of the agreement. In the event that all funds are not expended within twelve months, the County shall notify the Contractor of the expenditure deficiency. Contractor will have a total of sixty (60) calendar days from the date of the County's written notification to correct the deficiency. If the deficiency is not corrected within that time, the County may recapture and reallocate such unexpended funds at its sole discretion. The recaptured funds shall be made available for reprogramming to other eligible activities as deemed appropriate by the County, as Grantee for the Urban County.

BUDGET

ITEM	CONTRACT MAXIMUM AMOUNT (Not to Exceed)
<i>Sub-Contract with Community Resource Center</i>	\$29,715.00

**COUNTY OF SAN DIEGO – HEALTH AND HUMAN SERVICES AGENCY
HOUSING AND COMMUNITY DEVELOPMENT SERVICES
AMENDMENT
CONTRACT 566832, MODIFICATION #1**

Effective Date: Date Signed by Health and Human Services Agency Director

Contractor: City of Solana Beach

Agreement Title: Food Distribution for Low-Income Solana Beach Residents

Contractor and County of San Diego (“County”) enter into this amendment (“Amendment”) to modify the above-referenced contract (“Agreement”) as described herein.

1. Agreement Terms and Work:
 - 1.1. Update Statement of Work, Section 3.2.3. to the following:
 - 1.1.1. Contractor shall ensure approximately forty-eight (48) low-income households are provided healthy food by this program.
 - 1.2. Update Statement of Work, Section 3.2.4. to the following:
 - 1.2.1. Contractor shall facilitate 500 visits by Solana Beach residents to its Food and Nutrition Center for food security and support.
 - 1.3. Update Statement of Work, Section 3.2.6. to the following:
 - 1.3.1. Contractor shall engage in a minimum of twenty (20) outreach engagements to promote the Food and Nutrition Center for Solana Beach residents.
 - 1.4. Update Statement of Work, Section 5.2.1. to add the following sub-sections:
 - 1.4.1. 5.2.1.1. Contractor shall expend 80% of CDBG-CV funding by August 12, 2023.
 - 1.4.1.1. 5.2.1.1.1. Contractor shall ensure invoices are submitted by May 31, 2023 to ensure processing is complete prior to expenditure deadline.
 - 1.5. Update Statement of Work, Section 5.2.2. to the following:
 - 1.5.1. Estimated Budget: Contractor shall complete the work under this Agreement within budget. In no case shall Contractor be entitled to, nor shall County reimburse Contractor, for more than \$60,865.00 for work performed under this Agreement.
 - 1.6. Update Statement of Work, Section 6.3.1. to update reporting due dates to County to align with the fiscal year 2022-2023.
 - 1.7. Update Statement of Work, Attachment 2 – Sample Income Data Form for CDBG Funded Projects to update Area Median Income from 2021 data to 2022 data.
2. Compensation: As a result of this Amendment, Contractor’s compensation is increased by an amount of \$31,150.00, resulting in a new Maximum Agreement Amount of \$60,865.00.
 - 2.1. Revise Exhibit C – Payment Schedule to include revised budget per Amendment 1.
3. Term of Agreement: The contract time for completion remains unchanged.

All other terms and conditions remain in effect.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment effective as of the Effective Date set forth above. This Amendment is not valid unless signed by Contractor and County Contracting Officer. The person(s) signing this Agreement for Contractor represent(s) and warrant(s) that they are duly authorized to bind Contractor and have the legal capacity to execute and deliver this Agreement.

CONTRACTOR:

COUNTY OF SAN DIEGO:

By: _____
GREG WADE, City Manager, City of Solana Beach

DATE _____

Department Review and Recommended Approval:

By: _____
FELIPE MURILLO, Program Coordinator, Housing and Community Development Services

DATE _____

CONTRACTING OFFICER:

By: _____
NICK MACCHIONE, Director
Health and Human Services Agency

DATE _____

COUNTY CONTRACT NUMBER 566832
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT A- STATEMENT OF WORK
AMENDMENT – MODIFICATION 1

HUD # 3226CFDA # 14.218

1. **Scope of Work/ Purpose:** Contractor shall provide a program to support food distribution services to low-income City of Solana Beach residents in accordance with the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act), to prevent, prepare for, and respond to coronavirus. The Community Development Block Grant CARES (CDBG-CV) serves as a supplemental appropriation to the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program regulations. The CDBG Program is governed by Code of Federal Regulations (CFR) Title 24 Part 570.
2. **Background Information:** The CDBG Program was authorized under Title I of the Housing and Community Development Act of 1974 and provides funds annually to entitlement jurisdictions. CDBG funds are used for community development and affordable housing activities that benefit low-income households and persons with special needs. CDBG funds are used to develop viable communities by providing safe and affordable housing, suitable living environments, and expanded economic opportunities.

The County of San Diego receives CDBG funds for the “Urban County” which includes all of the County unincorporated area and the six participating cities of Coronado, Del Mar, Imperial Beach, Lemon Grove, Poway, and Solana Beach. These cities are below the population threshold for entitlement status and have joined with the County to receive funds through a Cooperation Agreement.

Live Well San Diego Vision: The County of San Diego, Health and Human Service Agency (HHS), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHS partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life.

Information about *Live Well San Diego* can be found on the County’s website and a website dedicated to the vision:

http://www.sdcountry.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html
<http://www.LiveWellSD.org>

A TRAUMA-INFORMED SYSTEM: The County of San Diego Health and Human Services Agency (HHS) is committed to becoming a Trauma-Informed System as part of its effort to build a better service delivery system. All programs operated and supported by HHS shall be part of a Trauma-Informed System, which includes providing trauma-informed services and maintaining a trauma-informed workforce. It is an approach for engaging individuals – staff, clients, partners, and the community – and recognizing that trauma and chronic stress influence coping strategies and behavior. Trauma-informed systems and services minimize the risk of re-traumatizing individuals and/or families, and promote safety, self-care, and resiliency.

Trauma-Informed Principles include:

COUNTY CONTRACT NUMBER 566832
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT A- STATEMENT OF WORK
AMENDMENT – MODIFICATION 1

HUD # 3226

CFDA # 14.218

- Understanding trauma and its impact to individuals;
- Promoting safety;
- Awareness of cultural, historical, disability, and gender issues, and ensuring competence and responsiveness;
- Supporting consumer empowerment, control, choice, and independence;
- Sharing power and governance (e.g. including clients and staff at all levels in the development and review of policies and procedures);
- Demonstrating trustworthiness and transparency;
- Integrating services along the continuum of care;
- Believing that establishing safe, authentic, and positive relationships can be healing;
- Understanding that wellness is possible for everyone.

3. Goals and Deliverables/Outcomes

3.1. Goals: Contractor shall accomplish the project described herein to meet the goal of reducing food insecurity to low-income households of the City of Solana Beach as a result of experiencing financial hardship exacerbated by the COVID-19 pandemic.

3.1.1. This project shall meet the following HUD, CDBG, and Consolidated Plan goals:

ELIGIBILITY CITATION: 24 CFR 570.201(e) Public Services

NATIONAL OBJECTIVE: Low-Moderate Income limited clientele benefit– Homeless and Persons affected by COVID-19 (24 CFR 570.208 (a)(2)(i)(A))

CONSOLIDATED PLAN GOAL: Prevent and end homelessness through accessible housing and supportive services.

3.2. Deliverables/Outcomes: Contractor shall use CDBG-CV funding to partner with Community Resource Center, a non-profit community-based public service organization, to administer the program.

3.2.1. Contractor shall provide support staff to administer this project.

3.2.2. Contractor shall ensure the appropriate personnel are utilized this project:

3.2.3. Program Manager

3.2.4. Food Rescue Truck Drivers

3.2.3. Contractor shall ensure approximately forty-eight (48) low-income households are provided healthy food by this program.

COUNTY CONTRACT NUMBER 566832
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT A- STATEMENT OF WORK
AMENDMENT – MODIFICATION 1

HUD # 3226

CFDA # 14.218

- 3.2.4. Contractor shall facilitate 500 visits by Solana Beach residents to its Food and Nutrition Center for food security and support.
- 3.2.5. Contractor shall offer transportation assistance to 100% of Solana Beach participants to access the Food and Nutrition Center.
- 3.2.6. Contractor shall engage in a minimum of 20 outreach engagements to promote the Food and Nutrition Center for Solana Beach residents.

4. Target Population and Geographical/Regional Service Area

4.1. Target Population: Contractor’s project shall predominately benefit low-income persons experiencing a financial hardship due to the COVID-19 pandemic.

4.2. Geographical/Regional Service Area: Contractor shall provide the service(s) listed in this agreement in the following geographical/regional service area(s) or at the following location(s):

- 4.2.1. City of Solana Beach, California, 92075.

5. General and Specific Requirements

5.1. General: All activities performed under the agreement are subject to review and approval by the County of San Diego, Health and Human Services Agency, Housing and Community Development Services (HCDS), and HUD.

5.2. Specific:

5.2.1. Estimated Time Schedule: Contractor shall implement this project in compliance with the following estimated completion date, or earlier: **Within 12 months from the Notice to Proceed**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Contractor remains in control of CDBG funds or other CDBG assets, including program income.

5.2.1.1. Contractor shall expend 80% of CDBG-CV funding by August 12, 2023.

5.2.1.1.1. Contractor shall ensure invoices are submitted by May 31, 2023 to ensure processing is complete prior to expenditure deadline.

5.2.2. Estimated Budget: Contractor shall complete the work under this Agreement within the following estimated budget. In no case shall Contractor be entitled to, nor shall County reimburse Contractor, for more than **\$60,865.00** for work performed under this Agreement.

5.2.3 Acknowledgement of Funding: Contractor shall identify the County of San Diego as the source of funding, or, if applicable, one of the sources of funding in public announcements that are made regarding the project. Acknowledgement of the County's funding role, for example, should be included in publicity materials related to the project. In addition,

COUNTY CONTRACT NUMBER 566832
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT A- STATEMENT OF WORK
AMENDMENT – MODIFICATION 1

HUD # 3226

CFDA # 14.218

Contractor agrees that the County shall be apprised of any special events linked to the project so that a review can be made on what role, if any, the County would assume.

- 5.2.4. Contractor shall ensure any person or persons receiving CDBG-CV assistance (including subrecipients and direct beneficiaries) shall agree to repay assistance that is deemed to be duplicative.

6. Data Collection and Reporting Requirements

6.1. Data Collection: Contractor is responsible for collecting, maintaining and reporting income and ethnicity information for all persons/households served by the program.

6.1.1. Contractor shall document all clients served to ensure that at least fifty-one percent (51%) of those served are at or below 80 percent of the Area Median Income as established by the U.S. Department of Housing and Urban Development (HUD). A case worker will interview to confirm. This information is to be collected, compiled and submitted to the County of San Diego on a quarterly basis and at the end of each fiscal year (June 30th) for five (5) years. In addition, proof of supporting income verification documentation (third party verifications or source documents provided by beneficiaries) shall be submitted to the County’s Housing and Community Development Services upon receipt of a written request and at the time of any monitoring of project records. Housing and Community Development Services will sample, monitor and validate the accuracy of the beneficiary certification reports (refer to format approved by County on Statement of Work, Attachment 2).

6.2. Quarterly Reports: Contractor shall provide the County with a quarterly report, submitted no later than 30 days after the last day of the previous quarter, which includes a narrative of the services provided, progress towards meeting the timeline goals stated in the Contract, and an itemized accounting of the expenditures of CDBG funds during the previous quarter. Failure to submit quarterly reports in a timely manner will result in withholding of CDBG funds until the report has been submitted.

6.2.1. Report due dates: October 30, January 30, and April 30.

6.3. Additional Reporting Requirements: Contractor shall submit to County in a timely manner other reports as requested/required by HUD and/or the County including, but not limited to the Contractor/Subcontractor: Semi-Annual Labor Standards Enforcement Reports, Annual Minority Business Enterprise Activity Reports, Section 3 Reports and provide, as requested by HUD and/or the County, information necessary to prepare the Grantee Consolidated Annual Performance and Evaluation Report (CAPER), Consolidated Plan, Annual Plan and other such reports and/or plans.

6.3.1. Report due dates are as follows:

Report	Reporting Period(s)	Due to County
--------	---------------------	---------------

COUNTY CONTRACT NUMBER 566832
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT A- STATEMENT OF WORK
AMENDMENT – MODIFICATION 1

HUD # 3226CFDA # 14.218

Semi-Annual Labor Standards Enforcement Report- Form 4710 (if applicable)	October 1 st to March 31 st April 1 st to September 30 th	October 3, 2022 April 3, 2023
Minority Business Enterprise Activity Report- Form 2516 (if applicable)	October 1 st - September 30 th	October 10, 2023
Section 3 Report (if applicable)	July 1 st - June 30 th	July 10, 2023
CAPER Form(s)	July 1 st - June 30 th	July 10, 2023

- 6.3.2. Contractor may be requested to provide additional data to the County in response to a county, state, or federal inquiry request. If this situation should arise, Contractor shall provide the County with the requested data.
- 6.3.3. Contractor shall document income eligibility and demographic information for each client served. Attachment 2, of the Statement of Work, provides a sample collection form for income/demographic information.

COUNTY CONTRACT NUMBER 566832 _____
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT A- STATEMENT OF WORK
ATTACHMENT 1- ADDITIONAL TERMS AND CONDITIONS
AMENDMENT – MODIFICATION 1

HUD # 3226

CFDA #14.218

In the event that any provision of the Agreement or its Exhibits, conflicts with any other term or condition, the Contractor shall abide by the stricter requirement as set forth by the County, State or Federal governmental agency.

A1. Compliance with Laws and Regulations

- A1.1 Contractor shall abide by all applicable local, County, State and Federal laws, regulations, rules and orders (collectively, “Regulations”), current and hereinafter enacted, applicable to the goods and/or services to be provided hereunder and pertaining to the Community Development Block Grant (CDBG) Program including, but not limited to, those listed in this Attachment 1 – Additional Terms and Conditions, including facility and professional licensing and/or certification laws.
- A1.2 Contractor shall keep in effect any and all licenses, permits, notices, and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation. Contractor’s failure to comply with any applicable Regulations shall constitute a material breach of this purchase order.
- A1.3 The obligations undertaken by Contractor include, but are not limited to, the obligation to comply with the current and most up-to-date version of each of the laws and regulations listed in this Attachment 1 – Additional Terms and Conditions.
 - (a) Contractor shall undertake the same obligations to the County with respect to the Contractor’s Proposal (“Project”) that the County has undertaken to HUD as set forth in the:
 - (1) County’s Community Development Block Grant/HOME Investment Partnership/Emergency Shelter Grant Annual Funding Plan (“Annual Plan”)
 - Certifications of Compliance (“Certifications”)

Contractor shall comply with the following:

A2. Uniform Administrative Requirements

2 CFR Parts 200 and 2400-2429 entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

A3. Lead-Based Paint Hazards

The Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard

COUNTY CONTRACT NUMBER 566832 _____
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT A- STATEMENT OF WORK
ATTACHMENT 1- ADDITIONAL TERMS AND CONDITIONS
AMENDMENT – MODIFICATION 1

HUD # 3226

CFDA #14.218

Reduction Act of 1992, and implementing regulations at Part 35;

A4. DRUG-FREE WORKPLACE ACT

The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, *et seq.*) and implementing regulations at 2 CFR 2429.

A5. EQUAL OPPORTUNITY AND NON-DISCRIMINATION REQUIREMENTS

Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, or physical, mental disability, political affiliation and marital status in accordance with 24 CFR 5.105(a) including Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e, *et seq.*); Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, 42 U.S.C. § 3601, *et seq.*); Section 109 of the Housing and Community Development Act of 1974; (42 U.S.C. § 5309, *et seq.*); Executive Order 11246, as amended (equal employment opportunity); Executive Order 11063 (non-discrimination), as amended by Executive Order 12259; and any HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights; and, pursuant to the Cooperative Agreement, all obligations and actions necessary to participate and comply with the 2015-2020 San Diego Regional Analysis of Impediments to Fair Housing Choice;

A6. ENVIRONMENTAL REQUIREMENTS

The regulations in 24 CFR Part 58 specifying other provisions of the law that further the purposes of the National Environmental Policy Act of 1969 and the procedures by which grantees must fulfill their environmental responsibilities.

A7. GENERAL PROVISIONS

A7.1 The Housing and Community Development Act of 1974 (42 U.S.C. §5301, *et seq.*);

A7.2 Title 24 of the Code of Federal Regulations, Part 570 (the HUD regulations concerning CDBG) including subpart K of these regulations, except that: 1) Contractor does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and 2) Contractor does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

A7.3 Program Income requirements as described in 24 CFR 570.504(c), which require Contractor to return any program income earned by Contractor in carrying out the activities of this Agreement to the County;

A7.4 24 CFR 570.505 concerning use of real property

COUNTY CONTRACT NUMBER 566832 _____
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT A- STATEMENT OF WORK
ATTACHMENT 1- ADDITIONAL TERMS AND CONDITIONS
AMENDMENT – MODIFICATION 1

HUD # 3226

CFDA #14.218

- A7.5 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1979, 42 U.S.C. §4601, et seq., and regulations adopted to implement that Act in 49 CFR Part 24;
- A7.6 Laws and regulations relating to preservation of historic places: National Historic Preservation Act of 1966 (54 U.S.C. §100101 et seq.); the Historical and Archaeological Preservation Act of 1974 (16 U.S.C. 469-469c); and Executive Order 11593;
- A7.7 The Hatch Act relating to the conduct of political activities (5 U.S.C. §1501, et seq.);
- A7.8 The Flood Disaster Protection Act of 1973 (42 U.S.C. §4001, et seq. and the implementing regulations in 44 CFR Parts 59-78);
- A7.9 The Rehabilitation Act of 1973 (29 U.S.C. §701, et seq.) as amended, including Section 504 which relates to nondiscrimination in federal programs and HUD Regulations set forth in 24 CFR Part 8;
- A7.10 The Clean Air Act (42 U.S.C. §7401, et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251, et seq.) and the regulations adopted pursuant thereto (40 CFR Part 6);
- A7.11 Executive Order 13166 relating to “Improving Access to Services by Persons with Limited English Proficiency (“LEP”);
- A7.12 The Architectural Barriers Act of 1968 (42 U.S.C. §4151, et seq.).

A8. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT, (FFATA)

The Contractor shall comply with the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

A9. USE OF PROPERTY-SUCCESSORS IN INTEREST

Title to real or personal property acquired with contracted funds shall vest in Contractor. Such property shall be used for the purposes of carrying out the provisions of this Agreement as required by 24 CFR §570.502, §570.503(b)(7) and §570.505. This clause shall continue to apply to any entity with which Contractor may be merged or consolidated or which otherwise succeeds to Contractor’s interest in the property.

A10. CERTIFICATION OF NO FINANCIAL INTEREST

COUNTY CONTRACT NUMBER 566832 _____
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT A- STATEMENT OF WORK
ATTACHMENT 1- ADDITIONAL TERMS AND CONDITIONS
AMENDMENT – MODIFICATION 1

HUD # 3226

CFDA #14.218

Contractor certifies that no member, officer or employee of the Contractor, or its designee or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any financial interest, direct, or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program assisted under the Grant, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

A11. DEBARMENT AND SUSPENSION

Subrecipient must not make any award or contract with any organization which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." Prior to award of any contract or subcontract, Subrecipient shall provide the County with proof of compliance, to include exclusion records from the System for Award Management (SAM). See Article 8.16.3 for additional information. Article 8.16.3 supersedes Exhibit A – Statement of Work, Attachment 1 – Additional Terms and Conditions.

COUNTY CONTRACT NUMBER 566832
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT A – STATEMENT OF WORK
ATTACHMENT 2 – SAMPLE INCOME DATA FORM FOR CDBG FUNDED PROJECTS
QUALIFYING ON THE BASIS OF LIMITED CLIENTELE
AMENDMENT – MODIFICATION 1

HUD # 3226

CFDA #14.218

COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY
 HOUSING AND COMMUNITY DEVELOPMENT SERVICES

Your cooperation in filling out this form is requested. Record keeping on income of participants in the _____ program is a condition of receipt of federal funds for the program. The information provided on this form will remain confidential but may be verified by responsible local and federal agencies. Self-identification of race and ethnicity is voluntary.

1. Please check the total number of people, including you, residing in your household, and on the **same row**,

Household Members	80% AMI*	50% AMI*	30% of AMI*
1	45,551-72,900	27,351-45,550	27,350
2	52,051-83,300	27,251-52,050	31,250
3	58,551-93,700	35,151-58,550	35,150
4	65,051-104,100	39,051-65,050	39,050
5	70,301-112,450	42,201-70,300	42,200
6	75,501-120,800	45,301-75,500	45,300
7	80,701-129,100	48,451-80,700	48,450
8	85,901-137,450	51,551-85,900	51,550

please check your combined gross annual income for you and all the members of your household:

(NOTE: The above information is for 2022 and changes each calendar year. To obtain updated information go to and search for income limits for the San Diego area.)

***2022 Area Median Income (AMI) for San Diego is \$106,900.**

2. Please check the box below that best describes your family.

RACE CATEGORIES		HISPANIC ETHNICITY
Check One Race Category Only		<i>Check Only If Also Hispanic</i>
White		
Black/African American		
Asian		
American Indian/Alaska Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaska Native AND White		
Asian AND White		
Asian AND Pacific Islander		
Black/African American AND White		
American Indian/Alaska Native AND Black/African American		
Other/Multi-Racial (Explain)		

Name: _____

(Print)

Household Address: _____

Telephone Number: _____

Signature: _____

Note: Name, address, telephone and signature are optional. A unique identifier may be used to trace client served to meet CDBG limited clientele requirement.

EXHIBIT A-1- CONTRACTOR'S PROPOSAL

SEE ATTACHED APPLICATION

(Attachments to Application that are not included are located at HCDS)

COUNTY CONTRACT NUMBER 566832
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT C - PAYMENT SCHEDULE
AMENDMENT – MODIFICATION 1

HUD # 3226

CFDA #14.218

COMPENSATION SCHEDULE:

County shall pay Contractor monthly progress payments upon submittal by Contractor of a certified statement of actual expenditures incurred, provided, however, that not more than 90% of the total agreed compensation will be paid during the performance of this Agreement. The balance due shall be paid upon certification by Contractor that all of the required services have been completed. Payment by County is not to be construed as final in the event HUD disallows reimbursement for the project or any portion thereof. The 10% retention will not apply to acquisition or service contracts.

EXPENDITURE STANDARD:

To ensure effective administration and performance of approved CDBG projects and to meet HUD performance standards, Contractor shall demonstrate reasonable progress on implementation of the Project by expending all contracted funds pursuant to agreement terms within twelve (12) months from the Effective Date of the agreement. In the event that all funds are not expended within twelve months, the County shall notify the Contractor of the expenditure deficiency. Contractor will have a total of sixty (60) calendar days from the date of the County's written notification to correct the deficiency. If the deficiency is not corrected within that time, the County may recapture and reallocate such unexpended funds at its sole discretion. The recaptured funds shall be made available for reprogramming to other eligible activities as deemed appropriate by the County, as Grantee for the Urban County.

BUDGET

ITEM	FISCAL YEAR	CONTRACT MAXIMUM AMOUNT (Not to Exceed)
<i>Sub-Contract with Community Resource Center</i>	2021-2022	\$29,715.00
<i>Sub-Contract with Community Resource Center</i>	2022-2023	\$31,150.00
TOTAL		\$60,865.00

**COUNTY OF SAN DIEGO – HEALTH AND HUMAN SERVICES AGENCY
HOUSING AND COMMUNITY DEVELOPMENT SERVICES
AMENDMENT**

CONTRACT 566832, MODIFICATION #1

Effective Date: Date Signed by Health and Human Services Agency Director

Contractor: City of Solana Beach

Agreement Title: Food Distribution for Low-Income Solana Beach Residents

Contractor and County of San Diego (“County”) enter into this amendment (“Amendment”) to modify the above-referenced contract (“Agreement”) as described herein.

1. Agreement Terms and Work:

1.1. Update Statement of Work, Section 3.2.3. to the following:

1.1.1. Contractor shall ensure approximately forty-eight (48) low-income households are provided healthy food by this program.

1.2. Update Statement of Work, Section 3.2.4. to the following:

1.2.1. Contractor shall facilitate 500 visits by Solana Beach residents to its Food and Nutrition Center for food security and support.

1.3. Update Statement of Work, Section 3.2.6. to the following:

1.3.1. Contractor shall engage in a minimum of twenty (20) outreach engagements to promote the Food and Nutrition Center for Solana Beach residents.

1.4. Update Statement of Work, Section 5.2.1. to add the following sub-sections:

1.4.1. 5.2.1.1. Contractor shall expend 80% of CDBG-CV funding by August 12, 2023.

1.4.1.1. 5.2.1.1.1. Contractor shall ensure invoices are submitted by May 31, 2023 to ensure processing is complete prior to expenditure deadline.

1.5. Update Statement of Work, Section 5.2.2. to the following:

1.5.1. Estimated Budget: Contractor shall complete the work under this Agreement within budget. In no case shall Contractor be entitled to, nor shall County reimburse Contractor, for more than \$60,865.00 for work performed under this Agreement.

1.6. Update Statement of Work, Section 6.3.1. to update reporting due dates to County to align with the fiscal year 2022-2023.

1.7. Update Statement of Work, Attachment 2 – Sample Income Data Form for CDBG Funded Projects to update Area Median Income from 2021 data to 2022 data.

2. Compensation: As a result of this Amendment, Contractor’s compensation is increased by an amount of \$31,150.00, resulting in a new Maximum Agreement Amount of \$60,865.00.

2.1. Revise Exhibit C – Payment Schedule to include revised budget per Amendment 1.

3. Term of Agreement: The contract time for completion remains unchanged.

All other terms and conditions remain in effect.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment effective as of the Effective Date set forth above. This Amendment is not valid unless signed by Contractor and County Contracting Officer. The person(s) signing this Agreement for Contractor represent(s) and warrant(s) that they are duly authorized to bind Contractor and have the legal capacity to execute and deliver this Agreement.

CONTRACTOR:

COUNTY OF SAN DIEGO:

Department Review and Recommended Approval:

By: _____
GREG WADE, City Manager, City of Solana Beach

By: _____
FELIPE MURILLO, Program Coordinator, Housing and
Community Development Services

DATE _____

DATE _____

CONTRACTING OFFICER:

By: _____
NICK MACCHIONE, Director
Health and Human Services Agency

DATE _____

COUNTY CONTRACT NUMBER 566832
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT A- STATEMENT OF WORK
AMENDMENT – MODIFICATION 1

HUD # 3226

CFDA # 14.218

1. **Scope of Work/ Purpose:** Contractor shall provide a program to support food distribution services to low-income City of Solana Beach residents in accordance with the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act), to prevent, prepare for, and respond to coronavirus. The Community Development Block Grant CARES (CDBG-CV) serves as a supplemental appropriation to the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program regulations. The CDBG Program is governed by Code of Federal Regulations (CFR) Title 24 Part 570.
2. **Background Information:** The CDBG Program was authorized under Title I of the Housing and Community Development Act of 1974 and provides funds annually to entitlement jurisdictions. CDBG funds are used for community development and affordable housing activities that benefit low-income households and persons with special needs. CDBG funds are used to develop viable communities by providing safe and affordable housing, suitable living environments, and expanded economic opportunities.

The County of San Diego receives CDBG funds for the “Urban County” which includes all of the County unincorporated area and the six participating cities of Coronado, Del Mar, Imperial Beach, Lemon Grove, Poway, and Solana Beach. These cities are below the population threshold for entitlement status and have joined with the County to receive funds through a Cooperation Agreement.

Live Well San Diego Vision: The County of San Diego, Health and Human Service Agency (HHS), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHS partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life.

Information about *Live Well San Diego* can be found on the County’s website and a website dedicated to the vision:

http://www.sdcountry.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html
<http://www.LiveWellSD.org>

A TRAUMA-INFORMED SYSTEM: The County of San Diego Health and Human Services Agency (HHS) is committed to becoming a Trauma-Informed System as part of its effort to build a better service delivery system. All programs operated and supported by HHS shall be part of a Trauma-Informed System, which includes providing trauma-informed services and maintaining a trauma-informed workforce. It is an approach for engaging individuals – staff, clients, partners, and the community – and recognizing that trauma and chronic stress influence coping strategies and behavior. Trauma-informed systems and services minimize the risk of re-traumatizing individuals and/or families, and promote safety, self-care, and resiliency.

Trauma-Informed Principles include:

COUNTY CONTRACT NUMBER 566832
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT A- STATEMENT OF WORK
AMENDMENT – MODIFICATION 1

HUD # 3226

CFDA # 14.218

- Understanding trauma and its impact to individuals;
- Promoting safety;
- Awareness of cultural, historical, disability, and gender issues, and ensuring competence and responsiveness;
- Supporting consumer empowerment, control, choice, and independence;
- Sharing power and governance (e.g. including clients and staff at all levels in the development and review of policies and procedures);
- Demonstrating trustworthiness and transparency;
- Integrating services along the continuum of care;
- Believing that establishing safe, authentic, and positive relationships can be healing;
- Understanding that wellness is possible for everyone.

3. Goals and Deliverables/Outcomes

3.1. Goals: Contractor shall accomplish the project described herein to meet the goal of reducing food insecurity to low-income households of the City of Solana Beach as a result of experiencing financial hardship exacerbated by the COVID-19 pandemic.

3.1.1. This project shall meet the following HUD, CDBG, and Consolidated Plan goals:

ELIGIBILITY CITATION: 24 CFR 570.201(e) Public Services

NATIONAL OBJECTIVE: Low-Moderate Income limited clientele benefit– Homeless and Persons affected by COVID-19 (24 CFR 570.208 (a)(2)(i)(A))

CONSOLIDATED PLAN GOAL: Prevent and end homelessness through accessible housing and supportive services.

3.2. Deliverables/Outcomes: Contractor shall use CDBG-CV funding to partner with Community Resource Center, a non-profit community-based public service organization, to administer the program.

3.2.1. Contractor shall provide support staff to administer this project.

3.2.2. Contractor shall ensure the appropriate personnel are utilized this project:

3.2.3. Program Manager

3.2.4. Food Rescue Truck Drivers

3.2.3. Contractor shall ensure approximately forty-eight (48) low-income households are provided healthy food by this program.

COUNTY CONTRACT NUMBER 566832
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT A- STATEMENT OF WORK
AMENDMENT – MODIFICATION 1

HUD # 3226

CFDA # 14.218

- 3.2.4. Contractor shall facilitate 500 visits by Solana Beach residents to its Food and Nutrition Center for food security and support.
- 3.2.5. Contractor shall offer transportation assistance to 100% of Solana Beach participants to access the Food and Nutrition Center.
- 3.2.6. Contractor shall engage in a minimum of 20 outreach engagements to promote the Food and Nutrition Center for Solana Beach residents.

4. Target Population and Geographical/Regional Service Area

4.1. Target Population: Contractor’s project shall predominately benefit low-income persons experiencing a financial hardship due to the COVID-19 pandemic.

4.2. Geographical/Regional Service Area: Contractor shall provide the service(s) listed in this agreement in the following geographical/regional service area(s) or at the following location(s):

- 4.2.1. City of Solana Beach, California, 92075.

5. General and Specific Requirements

5.1. General: All activities performed under the agreement are subject to review and approval by the County of San Diego, Health and Human Services Agency, Housing and Community Development Services (HCDS), and HUD.

5.2. Specific:

5.2.1. Estimated Time Schedule: Contractor shall implement this project in compliance with the following estimated completion date, or earlier: **Within 12 months from the Notice to Proceed**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Contractor remains in control of CDBG funds or other CDBG assets, including program income.

5.2.1.1. Contractor shall expend 80% of CDBG-CV funding by August 12, 2023.

5.2.1.1.1. Contractor shall ensure invoices are submitted by May 31, 2023 to ensure processing is complete prior to expenditure deadline.

5.2.2. Estimated Budget: Contractor shall complete the work under this Agreement within the following estimated budget. In no case shall Contractor be entitled to, nor shall County reimburse Contractor, for more than **\$60,865.00** for work performed under this Agreement.

5.2.3 Acknowledgement of Funding: Contractor shall identify the County of San Diego as the source of funding, or, if applicable, one of the sources of funding in public announcements that are made regarding the project. Acknowledgement of the County's funding role, for example, should be included in publicity materials related to the project. In addition,

COUNTY CONTRACT NUMBER 566832
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT A- STATEMENT OF WORK
AMENDMENT – MODIFICATION 1

HUD # 3226

CFDA # 14.218

Contractor agrees that the County shall be apprised of any special events linked to the project so that a review can be made on what role, if any, the County would assume.

- 5.2.4. Contractor shall ensure any person or persons receiving CDBG-CV assistance (including subrecipients and direct beneficiaries) shall agree to repay assistance that is deemed to be duplicative.

6. Data Collection and Reporting Requirements

6.1. Data Collection: Contractor is responsible for collecting, maintaining and reporting income and ethnicity information for all persons/households served by the program.

6.1.1. Contractor shall document all clients served to ensure that at least fifty-one percent (51%) of those served are at or below 80 percent of the Area Median Income as established by the U.S. Department of Housing and Urban Development (HUD). A case worker will interview to confirm. This information is to be collected, compiled and submitted to the County of San Diego on a quarterly basis and at the end of each fiscal year (June 30th) for five (5) years. In addition, proof of supporting income verification documentation (third party verifications or source documents provided by beneficiaries) shall be submitted to the County’s Housing and Community Development Services upon receipt of a written request and at the time of any monitoring of project records. Housing and Community Development Services will sample, monitor and validate the accuracy of the beneficiary certification reports (refer to format approved by County on Statement of Work, Attachment 2).

6.2. Quarterly Reports: Contractor shall provide the County with a quarterly report, submitted no later than 30 days after the last day of the previous quarter, which includes a narrative of the services provided, progress towards meeting the timeline goals stated in the Contract, and an itemized accounting of the expenditures of CDBG funds during the previous quarter. Failure to submit quarterly reports in a timely manner will result in withholding of CDBG funds until the report has been submitted.

6.2.1. Report due dates: October 30, January 30, and April 30.

6.3. Additional Reporting Requirements: Contractor shall submit to County in a timely manner other reports as requested/required by HUD and/or the County including, but not limited to the Contractor/Subcontractor: Semi-Annual Labor Standards Enforcement Reports, Annual Minority Business Enterprise Activity Reports, Section 3 Reports and provide, as requested by HUD and/or the County, information necessary to prepare the Grantee Consolidated Annual Performance and Evaluation Report (CAPER), Consolidated Plan, Annual Plan and other such reports and/or plans.

6.3.1. Report due dates are as follows:

Report	Reporting Period(s)	Due to County
--------	---------------------	---------------

COUNTY CONTRACT NUMBER 566832
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT A- STATEMENT OF WORK
AMENDMENT – MODIFICATION 1

HUD # 3226

CFDA # 14.218

Semi-Annual Labor Standards Enforcement Report- Form 4710 (if applicable)	October 1 st to March 31 st April 1 st to September 30 th	October 3, 2022 April 3, 2023
Minority Business Enterprise Activity Report- Form 2516 (if applicable)	October 1 st - September 30 th	October 10, 2023
Section 3 Report (if applicable)	July 1 st - June 30 th	July 10, 2023
CAPER Form(s)	July 1 st - June 30 th	July 10, 2023

- 6.3.2. Contractor may be requested to provide additional data to the County in response to a county, state, or federal inquiry request. If this situation should arise, Contractor shall provide the County with the requested data.
- 6.3.3. Contractor shall document income eligibility and demographic information for each client served. Attachment 2, of the Statement of Work, provides a sample collection form for income/demographic information.

COUNTY CONTRACT NUMBER 566832 _____
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT A- STATEMENT OF WORK
ATTACHMENT 1– ADDITIONAL TERMS AND CONDITIONS
AMENDMENT – MODIFICATION 1

HUD # 3226

CFDA #14.218

In the event that any provision of the Agreement or its Exhibits, conflicts with any other term or condition, the Contractor shall abide by the stricter requirement as set forth by the County, State or Federal governmental agency.

A1. Compliance with Laws and Regulations

- A1.1 Contractor shall abide by all applicable local, County, State and Federal laws, regulations, rules and orders (collectively, “Regulations”), current and hereinafter enacted, applicable to the goods and/or services to be provided hereunder and pertaining to the Community Development Block Grant (CDBG) Program including, but not limited to, those listed in this Attachment 1 – Additional Terms and Conditions, including facility and professional licensing and/or certification laws.
- A1.2 Contractor shall keep in effect any and all licenses, permits, notices, and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation. Contractor’s failure to comply with any applicable Regulations shall constitute a material breach of this purchase order.
- A1.3 The obligations undertaken by Contractor include, but are not limited to, the obligation to comply with the current and most up-to-date version of each of the laws and regulations listed in this Attachment 1 – Additional Terms and Conditions.
- (a) Contractor shall undertake the same obligations to the County with respect to the Contractor’s Proposal (“Project”) that the County has undertaken to HUD as set forth in the:
- (1) County’s Community Development Block Grant/HOME Investment Partnership/Emergency Shelter Grant Annual Funding Plan (“Annual Plan”)
- Certifications of Compliance (“Certifications”)

Contractor shall comply with the following:

A2. Uniform Administrative Requirements

2 CFR Parts 200 and 2400-2429 entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

A3. Lead-Based Paint Hazards

The Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard

COUNTY CONTRACT NUMBER 566832 _____
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT A- STATEMENT OF WORK
ATTACHMENT 1- ADDITIONAL TERMS AND CONDITIONS
AMENDMENT – MODIFICATION 1

HUD # 3226

CFDA #14.218

Reduction Act of 1992, and implementing regulations at Part 35;

A4. DRUG-FREE WORKPLACE ACT

The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, *et seq.*) and implementing regulations at 2 CFR 2429.

A5. EQUAL OPPORTUNITY AND NON-DISCRIMINATION REQUIREMENTS

Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, or physical, mental disability, political affiliation and marital status in accordance with 24 CFR 5.105(a) including Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e, *et seq.*); Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, 42 U.S.C. § 3601, *et seq.*); Section 109 of the Housing and Community Development Act of 1974; (42 U.S.C. § 5309, *et seq.*); Executive Order 11246, as amended (equal employment opportunity); Executive Order 11063 (non-discrimination), as amended by Executive Order 12259; and any HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights; and, pursuant to the Cooperative Agreement, all obligations and actions necessary to participate and comply with the 2015-2020 San Diego Regional Analysis of Impediments to Fair Housing Choice;

A6. ENVIRONMENTAL REQUIREMENTS

The regulations in 24 CFR Part 58 specifying other provisions of the law that further the purposes of the National Environmental Policy Act of 1969 and the procedures by which grantees must fulfill their environmental responsibilities.

A7. GENERAL PROVISIONS

A7.1 The Housing and Community Development Act of 1974 (42 U.S.C. §5301, *et seq.*);

A7.2 Title 24 of the Code of Federal Regulations, Part 570 (the HUD regulations concerning CDBG) including subpart K of these regulations, except that: 1) Contractor does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and 2) Contractor does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

A7.3 Program Income requirements as described in 24 CFR 570.504(c), which require Contractor to return any program income earned by Contractor in carrying out the activities of this Agreement to the County;

A7.4 24 CFR 570.505 concerning use of real property

COUNTY CONTRACT NUMBER 566832 _____
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT A- STATEMENT OF WORK
ATTACHMENT 1- ADDITIONAL TERMS AND CONDITIONS
AMENDMENT – MODIFICATION 1

HUD # 3226

CFDA #14.218

- A7.5 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1979, 42 U.S.C. §4601, et seq., and regulations adopted to implement that Act in 49 CFR Part 24;
- A7.6 Laws and regulations relating to preservation of historic places: National Historic Preservation Act of 1966 (54 U.S.C. §100101 et seq.); the Historical and Archaeological Preservation Act of 1974 (16 U.S.C. 469-469c); and Executive Order 11593;
- A7.7 The Hatch Act relating to the conduct of political activities (5 U.S.C. §1501, et seq.);
- A7.8 The Flood Disaster Protection Act of 1973 (42 U.S.C. §4001, et seq. and the implementing regulations in 44 CFR Parts 59-78);
- A7.9 The Rehabilitation Act of 1973 (29 U.S.C. §701, et seq.) as amended, including Section 504 which relates to nondiscrimination in federal programs and HUD Regulations set forth in 24 CFR Part 8;
- A7.10 The Clean Air Act (42 U.S.C. §7401, et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251, et seq.) and the regulations adopted pursuant thereto (40 CFR Part 6);
- A7.11 Executive Order 13166 relating to “Improving Access to Services by Persons with Limited English Proficiency (“LEP”);
- A7.12 The Architectural Barriers Act of 1968 (42 U.S.C. §4151, et seq.).

A8. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT, (FFATA)

The Contractor shall comply with the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

A9. USE OF PROPERTY-SUCCESSORS IN INTEREST

Title to real or personal property acquired with contracted funds shall vest in Contractor. Such property shall be used for the purposes of carrying out the provisions of this Agreement as required by 24 CFR §570.502, §570.503(b)(7) and §570.505. This clause shall continue to apply to any entity with which Contractor may be merged or consolidated or which otherwise succeeds to Contractor’s interest in the property.

A10. CERTIFICATION OF NO FINANCIAL INTEREST

COUNTY CONTRACT NUMBER 566832 _____
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT A- STATEMENT OF WORK
ATTACHMENT 1- ADDITIONAL TERMS AND CONDITIONS
AMENDMENT – MODIFICATION 1

HUD # 3226

CFDA #14.218

Contractor certifies that no member, officer or employee of the Contractor, or its designee or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any financial interest, direct, or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program assisted under the Grant, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

A11. DEBARMENT AND SUSPENSION

Subrecipient must not make any award or contract with any organization which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." Prior to award of any contract or subcontract, Subrecipient shall provide the County with proof of compliance, to include exclusion records from the System for Award Management (SAM). See Article 8.16.3 for additional information. Article 8.16.3 supersedes Exhibit A – Statement of Work, Attachment 1 – Additional Terms and Conditions.

COUNTY CONTRACT NUMBER 566832
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT A – STATEMENT OF WORK
ATTACHMENT 2 – SAMPLE INCOME DATA FORM FOR CDBG FUNDED PROJECTS
QUALIFYING ON THE BASIS OF LIMITED CLIENTELE
AMENDMENT – MODIFICATION 1

HUD # 3226

CFDA #14.218

COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY
 HOUSING AND COMMUNITY DEVELOPMENT SERVICES

Your cooperation in filling out this form is requested. Record keeping on income of participants in the _____ program is a condition of receipt of federal funds for the program. The information provided on this form will remain confidential but may be verified by responsible local and federal agencies. Self-identification of race and ethnicity is voluntary.

1. Please check the total number of people, including you, residing in your household, and on the **same row**,

Household Members	80% AMI*	50% AMI*	30% of AMI*
1	45,551-72,900	27,351-45,550	27,350
2	52,051-83,300	27,251-52,050	31,250
3	58,551-93,700	35,151-58,550	35,150
4	65,051-104,100	39,051-65,050	39,050
5	70,301-112,450	42,201-70,300	42,200
6	75,501-120,800	45,301-75,500	45,300
7	80,701-129,100	48,451-80,700	48,450
8	85,901-137,450	51,551-85,900	51,550

please check your combined gross annual income for you and all the members of your household:

(NOTE: The above information is for 2022 and changes each calendar year. To obtain updated information go to and search for income limits for the San Diego area.)

*2022 Area Median Income (AMI) for San Diego is \$106,900.

2. Please check the box below that best describes your family.

RACE CATEGORIES		HISPANIC ETHNICITY
Check One Race Category Only		Check Only If Also Hispanic
White		
Black/African American		
Asian		
American Indian/Alaska Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaska Native AND White		
Asian AND White		
Asian AND Pacific Islander		
Black/African American AND White		
American Indian/Alaska Native AND Black/African American		
Other/Multi-Racial (Explain)		

Name: _____

(Print)

Household Address: _____

Telephone Number: _____

Signature: _____

Note: Name, address, telephone and signature are optional. A unique identifier may be used to trace client served to meet CDBG limited clientele requirement.

EXHIBIT A-1- CONTRACTOR'S PROPOSAL

SEE ATTACHED APPLICATION

(Attachments to Application that are not included are located at HCDS)

COUNTY CONTRACT NUMBER 566832
AGREEMENT WITH CITY OF SOLANA BEACH FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOOD DISTRIBUTION FOR LOW-INCOME SOLANA BEACH RESIDENTS
EXHIBIT C - PAYMENT SCHEDULE
AMENDMENT – MODIFICATION 1

HUD # 3226

CFDA #14.218

COMPENSATION SCHEDULE:

County shall pay Contractor monthly progress payments upon submittal by Contractor of a certified statement of actual expenditures incurred, provided, however, that not more than 90% of the total agreed compensation will be paid during the performance of this Agreement. The balance due shall be paid upon certification by Contractor that all of the required services have been completed. Payment by County is not to be construed as final in the event HUD disallows reimbursement for the project or any portion thereof. The 10% retention will not apply to acquisition or service contracts.

EXPENDITURE STANDARD:

To ensure effective administration and performance of approved CDBG projects and to meet HUD performance standards, Contractor shall demonstrate reasonable progress on implementation of the Project by expending all contracted funds pursuant to agreement terms within twelve (12) months from the Effective Date of the agreement. In the event that all funds are not expended within twelve months, the County shall notify the Contractor of the expenditure deficiency. Contractor will have a total of sixty (60) calendar days from the date of the County’s written notification to correct the deficiency. If the deficiency is not corrected within that time, the County may recapture and reallocate such unexpended funds at its sole discretion. The recaptured funds shall be made available for reprogramming to other eligible activities as deemed appropriate by the County, as Grantee for the Urban County.

BUDGET

ITEM	FISCAL YEAR	CONTRACT MAXIMUM AMOUNT (Not to Exceed)
<i>Sub-Contract with Community Resource Center</i>	2021-2022	\$29,715.00
<i>Sub-Contract with Community Resource Center</i>	2022-2023	\$31,150.00
TOTAL		\$60,865.00



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: January 11, 2023
ORIGINATING DEPT: Engineering Department
SUBJECT: **City Council Consideration of Resolution 2023-005
Authorizing the City Manager to Purchase Playground
Equipment for the Fletcher Cove Tot Lot**

BACKGROUND:

The current play structure at the Fletcher Cove Tot Lot was installed in 2007 as part of construction of the new park and endures a high level of coastal weather elements and significant daily usage. A Professional Services Agreement (PSA) with Van Dyke Landscape Architects (VDLA) was executed in March 2021 for its replacement. Since that time, VDLA has been working on the design of the Tot Lots at La Colonia Park and Fletcher Cove Park.

A community workshop was held in September 2021 and a Special City Council Meeting/Community Workshop was held in May 2022 to obtain input from the community for both Tot Lots. VDLA has used the feedback obtained from the community workshops and updates to the City Council in July 2022 and September 2022 to revise the preliminary design of the two Tot Lots.

The Fletcher Cove Tot Lot is smaller in size as compared to the La Colonia Tot Lot and can be completed quicker because the footprint of the new Tot Lot will not be expanded. Therefore, it was decided to move forward separately with the final design and construction of the Fletcher Cove Tot Lot while the design for the La Colonia Tot Lot is completed.

This item is before the City Council for the consideration of Resolution 2023-005 (Attachment 1) that would authorize the City Manager to execute any and all agreements necessary for the purchase of the Fletcher Cove Tot Lot playground equipment from Landscape Structures, Inc. (LSI) or their approved equipment supplier.

CITY COUNCIL ACTION:

DISCUSSION:

Both the La Colonia and Fletcher Cove Tot Lots are completing their final construction documents. The new Fletcher Cove Tot Lot will be constructed in the same footprint as the existing Tot Lot so the design and construction should be able to be completed much quicker than the La Colonia Tot Lot. Additionally, due to the harsh marine environment and high usage of the existing Tot Lot, particularly during the summer months, the facility is beyond repair and needs attention beyond what the Public Works Staff can provide. For these reasons, the Fletcher Cove Tot Lot is moving forward as an independent project from the La Colonia Tot Lot. This means it will be ready for competitive bidding process separately and constructed independently from the La Colonia Tot Lot. The La Colonia Tot Lot will not be delayed but it will take longer to complete the design and construction since it is a larger project, and the footprint of the new Tot Lot will be larger than the existing Tot Lot.

VDLA has been working with the recommended equipment manufacturer to determine the lead time necessary to obtain the equipment. At this point, the lead time for the Fletcher Cove Tot Lot equipment is over five months from the date the equipment is ordered. If the City proceeds with the standard process of advertising the project, receiving construction bids and executing a contract, the equipment wouldn't arrive until well into the summer 2023. Given the ongoing global supply chain challenges and anticipated delays, the competitive bidding process is not in the public's interest. It is recommended that the City purchase the equipment directly from the manufacturer or their approved equipment supplier under SBMC 3.08.130(D) to meet the time constraints of the project. This option would expedite the delivery of the equipment from the manufacturer or their approved equipment supplier. This method would save the City substantial amount of time since it would allow the equipment to be manufactured and delivered while the construction contract goes through the competitive bidding process.

CEQA COMPLIANCE STATEMENT:

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302 of the State CEQA Guidelines. A Notice of Exemption was filed with the San Diego County Clerk on December 1, 2022.

FISCAL IMPACT:

The Fiscal Year 2022/23 Capital Improvement Program budget includes \$375,000 in General Funds for the Fletcher Cove Tot Lot. To date, approximately \$58,000 has been appropriated for the design of the project, which leaves approximately \$317,000 for construction. It is estimated that the Tot Lot equipment will cost approximately \$200,000. The exact amount will be known once a proposal has been received from the manufacturer or their approved equipment supplier. The budget currently allocated to this project will be used for the purchase of the Tot Lot Equipment.

WORK PLAN:

This project is consistent with portions of Item B.8 (Fletcher Cove Park and Community Center Maintenance) of the Community Character Priorities of the FY 2022/23 Work Plan.

OPTIONS:

- Adopt Staff recommendations.
- Provide direction to Staff.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2023-005 authorizing the City Manager to execute any and all agreements necessary for the purchase of the Fletcher Cove Tot Lot playground equipment from Landscape Structures, Inc. (LSI) or their approved equipment supplier.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2023-005

RESOLUTION 2023-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL AGREEMENTS NECESSARY FOR THE PURCHASE OF PLAYGROUND EQUIPMENT FOR THE FLETCHER COVE TOT LOT

WHEREAS, the current play structure at the Fletcher Cove Tot Lot was installed in 2007 as part of construction of the new park and endures a high level of coastal weather elements and significant daily usage. A Professional Services Agreement (PSA) with Van Dyke Landscape Architects (VDLA) was executed in March 2021 for its replacement. Since that time, VDLA has been working on the design of the Tot Lots at La Colonia Park and Fletcher Cove Park; and

WHEREAS, the Fletcher Cove Tot Lot is smaller in size as compared to the La Colonia Tot Lot and can be completed quicker because the footprint of the new Tot Lot will not be expanded. Therefore, it was decided to move forward separately with the final design and construction of the Fletcher Cove Tot Lot while the design for the La Colonia Tot Lot is completed; and

WHEREAS, the design of both the La Colonia and Fletcher Cove Tot Lots are currently in the final design phase. The new Fletcher Cove Tot Lot will be constructed in the same footprint as the existing Tot Lot so the design and construction should be able to be completed much quicker than the La Colonia Tot Lot. Additionally, due to the harsh marine environment and high usage of the existing Tot Lot, particularly during the summer months, the facility is beyond repair and needs attention beyond what the Public Works Staff can provide; and

WHEREAS, the lead time for the Fletcher Cove Tot Lot equipment is over five months from the date the equipment is ordered. If the City sticks with the standard process of advertising the project, receiving construction bids and executing a contract, the equipment wouldn't arrive until well into the summer 2023; and

WHEREAS, an option to expedite the delivery of the equipment would be to purchase the equipment directly from the manufacturer or their approved equipment supplier. This method would save the City substantial amount of time since it would allow the equipment to be manufactured and delivered while the construction contract goes through the competitive bidding process; and

WHEREAS, Section 3.08.130 of the Solana Beach Municipal Code (SBMC) lists exemptions to the formal contract procedure outlined in Section 3.08.080 of the SBMC. It has been determined that the proposals obtained by Sourcewell no longer meet the

requirements of the SBMC, but the City may be able to use the proposals obtained by Sourcewell or directly from the manufacturer (or their approved equipment supplier) since the competitive bidding process is not in the public's interest due to the time constraints of the project.

WHEREAS, Funding for this purchase is currently available in the Miscellaneous Capital Project Fund allocated to the Fletcher Cove Playground Project.

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 any and all agreements necessary for the purchase of the Fletcher Cove Tot Lot playground equipment from Landscape Structures, Inc. (LSI) or their approved equipment supplier.

PASSED AND ADOPTED this 11th day of January 2023, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



STAFF REPORT

CITY OF SOLANA BEACH/SOLANA BEACH SUCCESSOR AGENCY

TO: Honorable Mayor/Chair and City Councilmembers/Directors
FROM: Gregory Wade, City Manager/Executive Director
MEETING DATE: January 11, 2023
ORIGINATING DEPT: Finance
SUBJECT: **City Council/Successor Agency Consideration of Resolution SA-031 Approving the Administrative Budget and Resolution SA-032 Approving the Recognized Obligation Payment Schedule (ROPS) Both for the Period July 1, 2023 to June 30, 2024**

BACKGROUND:

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

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

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

SUCCESSOR AGENCY ACTION: _____

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

This item is before the City Council, in its capacity as the SA, for consideration of Resolution SA-031 (Attachment 1) approving the SA's Administrative Budget for the period of July 1, 2023 to June 30, 2024 and Resolution SA-032 (Attachment 2) approving the ROPS 23-24 for the period of July 1, 2023 to June 30, 2024.

DISCUSSION:

Recognized Obligation Payment Schedule (ROPS)

As noted above, the ROPS sets forth the payment amounts needed for the SA to meet its outstanding enforceable obligations for each fiscal year period until all outstanding debt and obligations are paid. The ROPS 23-24 will cover the twelve-month enforceable obligation payment cycle under the Dissolution Laws and will control distributions from the Redevelopment Property Tax Trust Fund ("RPTTF") to pay enforceable obligations during the period from July 2023 through June 2024. The enforceable obligations in Solana Beach consist primarily of bond payments (which includes \$200,803 in annual bond debt service and \$7,500 in related fees) and payments for legal services for the "The Affordable Housing Coalition of San Diego v Sandoval, et al" and "San Diego County Board of Education (SDCBoE), et al vs Sandoval, et al" cases (which totals \$40,000). For the ROPS 23-24 period, enforceable obligations for which RPTTF will be requested totals \$302,711.

The ROPS 23-24 must be prepared on a template form released by the Department of Finance (DOF) and must be approved by the SA's Oversight Board and transmitted to the DOF and other specified recipients by February 1, 2023. As previously noted, beginning with the ROPS 19-20 there is one Countywide Oversight Board as opposed to individual Oversight Boards for each successor agency. The DOF must approve or disapprove the various enforceable obligations (including payment amounts and funding sources) set forth on an oversight board-approved ROPS 23-24 by April 15, 2023. If necessary, the SA then has five (5) business days to request a "meet and confer" session with the DOF to seek reconsideration by the DOF of any disputed enforceable obligation items.

The DOF meet and confers will generally occur within the following 30-day period, with the DOF required to provide its final determination on ROPS 23-24 enforceable obligations by May 17, 2023 (14 days prior to the next RPTTF distribution). The ROPS 23-24 preparation and approval process will culminate this year with a June 1, 2023 distribution to the SA of RPTTF funds by each county auditor-controller to cover specified administrative costs and for payment of upcoming enforceable obligations during July 2023 through June 2024, along with RPTTF pass-through payments and the distribution of any remaining residual RPTTF funds to other affected taxing entities.

The ROPS 23-24 will be submitted to the Oversight Board for approval at their regular meeting on January 19, 2023, with a subsequent submission to the DOF by the February 1, 2023 deadline.

The ROPS 23-24 (Attachment 3) consists entirely of items included on ROPS 22-23 and previously approved by the DOF.

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

Successor Agency Administrative Budget and Administrative Cost Allowance

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

Beginning July 1, 2016, the Administrative Cost Allowance is the greater of \$250,000 or up to 3% of the actual RPTTF distributed to the successor agency in the preceding fiscal year, reduced by the SA's Administrative Cost Allowance. However, in no case can the Administrative Cost Allowance exceed 50% of the total RPTTF to pay enforceable obligations in the preceding fiscal year, reduced by administrative costs paid for by RPTTF. In Solana Beach, under the 50% formula, the maximum Administrative Cost Allowance would be \$124,139 for the upcoming ROPS period. Last year, or FY 2022/23, the City requested and was approved for \$52,690 based on projected SA administrative expenditures.

The Administrative Cost Allowance calculation for the period of July 1, 2023 to June 30, 2024, using the criteria in the paragraph above, is shown in the Administrative Cost Allowance (ACA) for ROPS 23-24 table in Attachment 5.

This Administrative Budget must include:

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

The Administrative Budget for the period of July 1, 2023 to June 30, 2024 is prepared in conjunction with the ROPS for the same time period. Though the SA can request up to \$124,139 as an Administrative Cost Allowance, the SA is requesting an amount of \$54,408 for the Administrative Budget for July 1, 2023 to June 30, 2024. The

Administrative Budget includes \$32,308 for Staff salary and benefits to reimburse the City of Solana Beach (City) for Staff work, \$13,200 for legal and audit professional services, \$2,000 for materials and supplies, and \$6,900 for related costs based on the City's cost allocation plan that are based on a City-wide allocation of Staff salary and benefits.

The requested Administrative Budget amount of \$54,408 for FY 2023/24 is greater than the \$52,690 amount requested in FY 2022/23 primarily due to increased salary and benefit costs.

The Administrative Budget will also be submitted to the Oversight Board for approval at a regular meeting on January 19, 2023. The administrative budget is no longer required to be submitted to the DOF for their approval.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

For the ROPS 23-24 period, enforceable obligations for which RPTTF will be requested totals \$302,711. This amount includes \$200,803 of bond debt service payments, \$7,500 of bond-related fees, and \$40,000 of Dissolution Laws Litigation costs. The Administrative Cost Allowance requested is \$54,408.

WORK PLAN:

N/A

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

Staff recommends that the Successor Agency:

1. Receive the Successor Agency's enforceable obligations payment information and administrative budget for the period July 1, 2023 to June 30, 2024.
2. Adopt Resolution SA-031 approving the SA Administrative Budget for July 1, 2023 to June 30, 2024.
3. Adopt Resolution SA-032 approving the ROPS 23-24 for July 1, 2023 to June 30, 2024.

CITY MANAGER/EXECUTIVE DIRECTOR'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager/Executive Director

Attachments:

1. Resolution SA-031
2. Resolution SA-032
3. Recognized Obligation Payment Schedule for the period July 1, 2023 to June 30, 2024.
4. Successor Agency Administrative Budget for the period July 1, 2023 to June 30, 2024.
5. Administrative Cost Allowance (ACA) for ROPS 23-24

SUCCESSOR AGENCY RESOLUTION SA-031

RESOLUTION OF THE SUCCESSOR AGENCY FOR THE SOLANA BEACH REDEVELOPMENT AGENCY APPROVING THE SUCCESSOR AGENCY ADMINISTRATIVE BUDGET FOR FISCAL YEAR 2023/24 AND REQUESTING OVERSIGHT BOARD APPROVAL

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

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

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

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

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

WHEREAS, Health & Safety Code Section 34177(j) requires the Successor Agency to prepare an Administrative Budget for Fiscal Year 2023/24 and to submit it to the Oversight Board for approval; and

WHEREAS, an Administrative Budget for Fiscal Year 2023/24 has been prepared in conformance with State law and has been presented to the Successor Agency.

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

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

Section 2. Approval of Administrative Budget for Fiscal Year 2023/24. The Successor Agency hereby approves the Administrative Budget for Fiscal Year 2023/24, attached hereto as Exhibit A.

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

The Successor Agency hereby requests the Oversight Board to approve the Administrative Budget for Fiscal Year 2023/24, attached hereto as Exhibit A.

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

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

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

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

PASSED, APPROVED, AND ADOPTED by the Successor Agency to the Solana Beach Redevelopment Agency at its meeting held on the 11th day of January 2023, by the following vote:

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

LESA HEEBNER, Chair

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, Agency Counsel

ANGELA IVEY, Agency Secretary

EXHIBIT A

**SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SOLANA BEACH
ADMINISTRATIVE BUDGET
July 1, 2023 to June 30, 2024**

Expenditure Category	Payee	Description	Amount
Salary/Benefits	Various	Employee Salaries and Benefits	32,308
Legal Services	Burke Williams Sorensen LLP, et al	Contract for Professional Services-Legal	5,000
Legal Services	Goldfarb & Lipman	Contract for Professional Services-Legal	5,000
Audit	Lance, Sol	Contract for Professional Services-Audit	3,200
Material, Supplies, & Services	Various	Costs - material, supplies and services expenditure categories	2,000
Administrative Charges	City of Solana Beach	Successor Agency share of City's overhead costs	2,000
Claims Liability Charges	City of Solana Beach	Successor Agency share of City's self-insured liability	700
Workers Comp Charges	City of Solana Beach	Successor Agency share of City's workers comp liability	800
Pension Trust Charges	City of Solana Beach	Successor Agency share of City's pension trust liability	2,000
OPEB Trust Charges	City of Solana Beach	Successor Agency share of City's OPEB liability	1,400
TOTAL			\$ 54,408

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

SUCCESSOR AGENCY RESOLUTION SA-032

RESOLUTION OF THE SUCCESSOR AGENCY FOR THE SOLANA BEACH REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR FISCAL YEAR 2023/24 AND REQUESTING OVERSIGHT BOARD APPROVAL

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

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

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

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

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

WHEREAS, Health & Safety Code Sections 34177(l) and 34177(o) require the Successor Agency to submit a Recognized Obligation Payment Schedule ("ROPS") for fiscal year 2023/24 to the San Diego County Auditor-Controller and the California Department of Finance by February 1, 2023, after approval by the Oversight Board; and

WHEREAS, a ROPS for Fiscal Year 2023/24 has been prepared in conformance with State law and has been presented to the Successor Agency.

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

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

Section 2. Approval of ROPS for Fiscal Year 2023/24. The Successor Agency hereby approves the Recognized Obligation Payment Schedule for Fiscal Year 2023/24, attached hereto as Exhibit A.

Section 3. Request for Oversight Board Approval of ROPS. The Successor Agency hereby requests the Oversight Board to approve the Recognized Obligation Payment Schedule for Fiscal Year 2023/24, attached hereto as Exhibit A.

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

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

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

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

PASSED, APPROVED, AND ADOPTED by the Successor Agency to the Solana Beach Redevelopment Agency at its meeting held on the 11th day of January 2023, by the following vote:

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

LESA HEEBNER, Chair

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, Agency Counsel

ANGELA IVEY, Agency Secretary

Recognized Obligation Payment Schedule (ROPS 23-24) - Summary
Filed for the July 1, 2023 through June 30, 2024 Period

Successor Agency: Solana Beach
County: San Diego

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	23-24A Total (July - December)	23-24B Total (January - June)	ROPS 23-24 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 150,653	\$ 152,058	\$ 302,711
F RPTTF	120,653	127,650	248,303
G Administrative RPTTF	30,000	24,408	54,408
H Current Period Enforceable Obligations (A+E)	\$ 150,653	\$ 152,058	\$ 302,711

Certification of Oversight Board Chairman:

 Name Title

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

/s/ _____
 Signature Date

**Solana Beach Successor Agency
Recognized Obligation Payment Schedule (ROPS 23-24) - ROPS Detail
July 1, 2023 through June 30, 2024**

Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 23-24 Total	Fund Sources ROPS 23-24A (Jul - Dec)					ROPS 22-23A Total	Fund Sources ROPS 23-24B (Jan - Jun)					ROPS 22-23B Total
											Bond Proceeds	Reserve Balance	Other Funds	Redevelopment Property Tax Trust Fund (RPTTF)	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	Redevelopment Property Tax Trust Fund (RPTTF)	Admin RPTTF	
2	Trustee Services	Fees	6/1/2006	12/1/2035	Wells Fargo Bank	Contract for Professional Services-Trustee Services	Solana Beach Redevelopment Project	\$ 4,438,404	N	\$ 302,711	\$ -	\$ -	\$ -	\$ 120,653	\$ 30,000	\$ 150,653	\$ -	\$ -	\$ -	\$ 127,650	\$ 24,408	\$ 152,058
								\$ 52,000		4,000	\$ -	\$ -	\$ -		\$ -				\$ 4,000		\$ 4,000	
3	Continuing Disclosure	Fees	6/1/2006	12/1/2035	Urban Futures	Contract for Professional Services-Continuing Disclosure	Solana Beach Redevelopment Project	\$ 33,900	N	1,500	\$ -	\$ -	\$ 750	\$ -	\$ 750				\$ 750		\$ 750	
								\$ 13,900		2,000	\$ -	\$ -	\$ -		\$ -				\$ 2,000		\$ 2,000	
4	Arbitrage	Fees	6/1/2006	12/1/2035	Koppel & Grubber	Contract for Professional Services - Arbitrage	Solana Beach Redevelopment Project	\$ 13,900	N	2,000	\$ -	\$ -	\$ -		\$ -				\$ 2,000		\$ 2,000	
								\$ 160,000		20,000	\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000				\$ 10,000		\$ 10,000	
21	Legal Services	Litigation	1/1/2014	12/1/2035	BWS Law LLC, Solana Beach Successor Agency	Defend Third Party litigation against Successor Agency regarding case: "The Affordable Housing Coalition of San Diego v Sandoval, et al." Case No. 34-2012-80001158-CU-WM-GDS	Solana Beach Redevelopment Project	\$ 160,000	N	20,000	\$ -	\$ -	\$ -		\$ -				\$ 10,000		\$ 10,000	
22	Successor Agency Administrative Expenses	Admin Costs	1/1/2014	12/1/2035	City of Solana Beach	Successor Agency administrative obligations relating to maintaining payments on enforceable obligations and other activities as required by AB1X26	Solana Beach Redevelopment Project	\$ 1,508,535	N	54,408	\$ -	\$ -	\$ -		\$ 30,000	\$ 30,000					\$ 24,408	\$ 24,408
								\$ 2,510,069		200,803	\$ -	\$ -	\$ 99,903	\$ -	\$ 99,903				\$ 100,900		\$ 100,900	
24	2017 Tax Allocation Refunding Bond	Bond Issued After 12/31/10	11/10/2017	12/1/2035	Wells Fargo Bank	Refunding of 2006 Tax Allocation Bonds that were used to fund Public Improvements		\$ 2,510,069	N	200,803	\$ -	\$ -	\$ -		\$ -				\$ 100,900		\$ 100,900	
								\$ 160,000		20,000	\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000				\$ 10,000		\$ 10,000	
25	Legal Services	Litigation	11/10/2017	12/1/2035	Burke Williams Sorenson LLP, Solana Beach Successor Agency	Defend Third Party litigation against Successor Agency regarding case: "San Diego County Board of Education, et al v Sandoval, et al." Case No. 37-2017-00019775-CU-WM-CTL		\$ 160,000	N	20,000	\$ -	\$ -	\$ -		\$ -				\$ 10,000		\$ 10,000	
								\$ 160,000		20,000	\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000				\$ 10,000		\$ 10,000	

Solana Beach Successor Agency
Recognized Obligation Payment Schedule (ROPS 23-24) - Report of Cash Balances
July 1, 2020 through June 30, 2021
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [Cash Balance Tips Sheet](#).

A	B	C	D	E			F	G	H	
				Fund Sources						
				Bond Proceeds	Reserve Balance	Other Funds				RPTTF
ROPS 20-21 Cash Balances (07/01/20 - 06/30/21)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, Grants, Interest, etc.	Non-Admin and Admin	Comments				
1	Beginning Available Cash Balance (Actual 07/01/20) RPTTF amount should exclude "A" period distribution amount				54,107			42,861		
2	Revenue/Income (Actual 06/30/21) RPTTF amount should tie to the ROPS 19-20 total distribution from the County Auditor-Controller							29,852		
3	Expenditures for ROPS 20-21 Enforceable Obligations (Actual 06/30/21)				103,754			153,156		
4	Retention of Available Cash Balance (Actual 06/30/21) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)									
5	ROPS 20-21 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 19-20 PPA form submitted to the CAC	No entry required							37,696	
6	Ending Actual Available Cash Balance (06/30/21) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$ 0	\$ 0	\$ (49,647)	\$ 0	\$ (118,139)				

**Solana Beach Successor Agency
Recognized Obligation Payment Schedule (ROPS 23-24) - Notes
July 1, 2023 through June 30, 2024**

Item #	Notes/Comments
2	
3	
4	
21	
22	Increase in salaries/benefits and internal service costs based on City-wide cost allocation plan
24	Per Debt Service schedule
25	

ATTACHMENT 3

Recognized Obligation Payment Schedule (ROPS 23-24) - Summary
Filed for the July 1, 2023 through June 30, 2024 Period

Successor Agency: Solana Beach
County: San Diego

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	23-24A Total (July - December)	23-24B Total (January - June)	ROPS 23-24 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 150,653	\$ 152,058	\$ 302,711
F RPTTF	120,653	127,650	248,303
G Administrative RPTTF	30,000	24,408	54,408
H Current Period Enforceable Obligations (A+E)	\$ 150,653	\$ 152,058	\$ 302,711

Certification of Oversight Board Chairman:

 Name Title

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

/s/ _____
 Signature Date

**Solana Beach Successor Agency
Recognized Obligation Payment Schedule (ROPS 23-24) - ROPS Detail
July 1, 2023 through June 30, 2024**

Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 23-24 Total	Fund Sources ROPS 23-24A (Jul - Dec)					ROPS 22-23A Total	Fund Sources ROPS 23-24B (Jan - Jun)					ROPS 22-23B Total
											Bond Proceeds	Reserve Balance	Other Funds	Redevelopment Property Tax Trust Fund (RPTTF)	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	Redevelopment Property Tax Trust Fund (RPTTF)	Admin RPTTF	
								\$ 4,438,404		\$ 302,711	\$ -	\$ -	\$ -	\$ 120,653	\$ 30,000	\$ 150,653	\$ -	\$ -	\$ -	\$ 127,650	\$ 24,408	\$ 152,058
2	Trustee Services	Fees	6/1/2006	12/1/2035	Wells Fargo Bank	Contract for Professional Services-Trustee Services	Solana Beach Redevelopment Project	\$ 52,000	N	4,000	\$ -	\$ -	\$ -		\$ -				\$ 4,000		\$ 4,000	
3	Continuing Disclosure	Fees	6/1/2006	12/1/2035	Urban Futures	Contract for Professional Services-Continuing Disclosure	Solana Beach Redevelopment Project	\$ 33,900	N	1,500	\$ -	\$ -	\$ 750	\$ -	\$ 750				\$ 750		\$ 750	
4	Arbitrage	Fees	6/1/2006	12/1/2035	Koppel & Grubber	Contract for Professional Services - Arbitrage	Solana Beach Redevelopment Project	\$ 13,900	N	2,000	\$ -	\$ -	\$ -		\$ -				\$ 2,000		\$ 2,000	
21	Legal Services	Litigation	1/1/2014	12/1/2035	BWS Law LLC, Solana Beach Successor Agency	Defend Third Party litigation against Successor Agency regarding case: "The Affordable Housing Coalition of San Diego v Sandoval, et al." Case No. 34-2012-80001158-CU-WM-GDS	Solana Beach Redevelopment Project	\$ 160,000	N	20,000	\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000				\$ 10,000		\$ 10,000	
22	Successor Agency Administrative Expenses	Admin Costs	1/1/2014	12/1/2035	City of Solana Beach	Successor Agency administrative obligations relating to maintaining payments on enforceable obligations and other activities as required by AB1X26	Solana Beach Redevelopment Project	\$ 1,508,535	N	54,408	\$ -	\$ -		\$ 30,000	\$ 30,000					\$ 24,408	\$ 24,408	
24	2017 Tax Allocation Refunding Bond	Bond Issued After 12/31/10	11/10/2017	12/1/2035	Wells Fargo Bank	Refunding of 2006 Tax Allocation Bonds that were used to fund Public Improvements		\$ 2,510,069	N	200,803	\$ -	\$ -	\$ 99,903	\$ -	\$ 99,903				\$ 100,900		\$ 100,900	
25	Legal Services	Litigation	11/10/2017	12/1/2035	Burke Williams Sorenson LLP, Solana Beach Successor Agency	Defend Third Party litigation against Successor Agency regarding case: "San Diego County Board of Education, et al v Sandoval, et al." Case No. 37-2017-00019775-CU-WM-CTL		\$ 160,000	N	20,000	\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000				\$ 10,000		\$ 10,000	

Solana Beach Successor Agency
Recognized Obligation Payment Schedule (ROPS 23-24) - Report of Cash Balances
July 1, 2020 through June 30, 2021
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [Cash Balance Tips Sheet](#).

A	B	C	D	E			F	G	H
				Fund Sources					
				Bond Proceeds	Reserve Balance	Other Funds			
ROPS 20-21 Cash Balances (07/01/20 - 06/30/21)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, Grants, Interest, etc.	Non-Admin and Admin	Comments			
1	Beginning Available Cash Balance (Actual 07/01/20) RPTTF amount should exclude "A" period distribution amount			54,107		42,861			
2	Revenue/Income (Actual 06/30/21) RPTTF amount should tie to the ROPS 19-20 total distribution from the County Auditor-Controller					29,852			
3	Expenditures for ROPS 20-21 Enforceable Obligations (Actual 06/30/21)			103,754		153,156			
4	Retention of Available Cash Balance (Actual 06/30/21) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)								
5	ROPS 20-21 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 19-20 PPA form submitted to the CAC	No entry required					37,696		
6	Ending Actual Available Cash Balance (06/30/21) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$ 0	\$ 0	\$ (49,647)	\$ 0	\$ (118,139)			

**Solana Beach Successor Agency
Recognized Obligation Payment Schedule (ROPS 23-24) - Notes
July 1, 2023 through June 30, 2024**

Item #	Notes/Comments
2	
3	
4	
21	
22	Increase in salaries/benefits and internal service costs based on City-wide cost allocation plan
24	Per Debt Service schedule
25	

SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SOLANA BEACH
ADMINISTRATIVE BUDGET
July 1, 2023 to June 30, 2024

Expenditure Category	Payee	Description	Amount
Salary/Benefits	Various	Employee Salaries and Benefits	32,308
Legal Services	Burke Williams Sorensen LLP, et al	Contract for Professional Services-Legal	5,000
Legal Services	Goldfarb & Lipman	Contract for Professional Services-Legal	5,000
Audit	Lance, Sol	Contract for Professional Services-Audit	3,200
Material, Supplies, & Services	Various	Costs - material, supplies and services expenditure categories	2,000
Administrative Charges	City of Solana Beach	Successor Agency share of City's overhead costs	2,000
Claims Liability Charges	City of Solana Beach	Successor Agency share of City's self-insured liability	700
Workers Comp Charges	City of Solana Beach	Successor Agency share of City's workers comp liability	800
Pension Trust Charges	City of Solana Beach	Successor Agency share of City's pension trust liability	2,000
OPEB Trust Charges	City of Solana Beach	Successor Agency share of City's OPEB liability	1,400
TOTAL			\$ 54,408

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

Administrative Cost Allowance (ACA) for ROPS 23-24

A	July to Dec RPTTF Distribution	\$ 150,167
B	Jan to June RPTTF Distribution	150,801
C = A+B	Actual RPTTF Distributed Prior Fiscal Year (2022/23)	\$ 300,968
D	Less: Prior Fiscal Year Administrative Cost Allowance	52,690
E=C-D	Adjusted RPTTF Distribution Prior Fiscal Year	\$ 248,278
	Multiply Adjusted RPTTF by 3%	3%
F=E x 3%	Agency Calculated ACA	\$ 7,448.34
G	Allowable ACA:	
	Greater of \$250,000 per fiscal year	\$ 250,000
		or
	3% of Adjusted RPTTF Distribution (F)	\$ 7,448
		or
	The annual ACA shall not exceed 50% of the Adjusted RPTTF distribution (E x 50%)	\$ 124,139

Since the Administrative Cost Allowance cannot exceed 50% of the total RPTTF distributed to pay enforceable obligations in the preceding fiscal year, reduced by administrative costs paid for by RPTTF, the SA's maximum allowable Administrative Cost Allowance is \$124,139.



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: January 11, 2023
ORIGINATING DEPT: Finance
SUBJECT: **City Council Consideration of Resolution 2023-004 Authorizing the City Manager to Execute a Professional Services Agreement with Hinderliter de Llamas and Associates to Provide Transaction Tax Audit & Economic Analysis Consulting Services**

BACKGROUND:

The City of Solana Beach (City) voters approved Measure “S”, a local 1% transaction and use tax, as certified by the San Diego County Registrar of Voters Election Department on December 8, 2022. The City Council declared and determined that as a result of the election, a majority of the voters voting on Measure “S” did vote in favor of it, and the measure was carried and was deemed adopted by the City Council on December 9, 2022 via Resolution 2022-130.

As a result of the above actions, the City of Solana Beach granted authority via Resolution 2022-137 to the City Manager to contract with the California Department of Tax and Fee Administration (CDTFA) to Implement and Administer the 1% transaction tax.

This item is before the City Council to consider adoption of Resolution 2023-004 (Attachment 1) authorizing the City Manager to execute a Professional Service Agreement (PSA) with Hinderliter de Llamas and Associates, a California Corporation (HDL) to provide as-needed transaction tax audit & economic analysis consulting services to implement and administer the 1% transaction tax.

Staff is also requesting approval of Resolution 2023-008 which makes corrections to Resolution 2022-140 which was previously adopted by Council on December 9, 2022. Resolution 2023-008 (Attachment 2) would authorize the examination of sales or transactions use taxes records by specifically identified City of Solana Beach Staff position titles and by Hinderliter de Llamas and Associates’ employees.

CITY COUNCIL ACTION:

DISCUSSION:

The City is currently engaged with HDL to provide skilled audit and economic analysis consulting services for both Property Tax and Bradley Burns Sales Tax collections. This PSA is to provide similar services to the City of Solana Beach for the recently approved 1% transaction tax that is scheduled to become effective April 1, 2023. This PSA, if approved, would be for an initial term of one-year and provides authorization to the City Manager to extend the contract for up to four additional one-year terms. The services needed at this time require demonstrated competence, qualifications and specific knowledge of the subject matter for which the services are requested. Staff recommends that the PSA with HDL be approved for these transaction tax audit and economic analysis consultant services in an amount not to exceed \$25,000 in the first year of the contract.

The CDTFA requires the City to provide documentation of City Council approval via resolution authorizing the examination of sales or transactions use taxes records by specifically identified City of Solana Beach employee position titles and by Hinderliter de Llamas and Associates. A resolution was previously presented to and approved by City Council on December 9, 2022. However, it requires some corrections in order to simplify the process of identifying the authorized staff and consultants that are being authorized to review the confidential records at CDTFA for both our existing Sales Tax and our new Measure "S" Transactions and Use Tax.

CEQA COMPLIANCE STATEMENT:

Approval of the PSA with HDL is not a project as defined by CEQA.

FISCAL IMPACT:

The current fiscal year (FY) 2022/23 adopted budget does not include \$25,000 for these anticipated services to be provided by Hinderliter de Llamas and Associates. The proposed PSA would add an additional \$25,000 to the Finance Department budget for FY2023. Staff is recommending adding appropriations of \$25,000 from General Fund unreserved fund balance to the Finance Department's Professional Services account. This adjustment will be noted in the FY 2022/23 Mid-Year Budget Adjustments.

WORK PLAN:

This project is consistent with the Fiscal Sustainability Section of the FY 2022/23 Work Plan.

OPTIONS:

- Approve Staff recommendation.

- Approve Staff recommendation with modifications.
- Provide direction.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council consider adoption of Resolution 2023-004:

1. Authorizing the City Manager to execute a Professional Services Agreement, in an amount not to exceed \$25,000, with Hinderliter de Llamas and Associates for transaction tax audit and economic analysis consulting services.
2. Authorizing the City Manager to extend the agreement up to four additional one-year terms at the sole discretion of the City.
3. Authorizing an appropriation of \$25,000 from the Professional Services account in the Finance department.
4. Authorizing the City Treasurer to amend the FY 2022/23 Adopted Budget accordingly.

Staff further recommends that the City Council consider adoption of Resolution 2023-008 correcting and replacing Resolution 2022-140 authorizing examination of sales or transactions use taxes records administered by the California Department of Tax and Fee Administration.

CITY MANAGER RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2023-004
2. Resolution 2023-008

RESOLUTION 2023-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HINDERLITER DE LLAMAS AND ASSOCIATES FOR TRANSACTION TAX AUDIT AND ECONOMIC ANALYSIS CONSULTING SERVICES

WHEREAS, the CITY desires to employ Hinderliter de Llamas and Associates, a California Corporation (CONSULTANT) to furnish transaction tax audit and economic analysis consulting services (“PROFESSIONAL SERVICES”) to the City of Solana Beach (CITY); and

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

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

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

1. That the foregoing recitations are true and correct.
2. That the City Council authorizes the City Manager to execute a Professional Services Agreement, in an amount not to exceed \$25,000, with Hinderliter de Llamas and Associates. to provide transaction tax audit and economic analysis consulting services.
3. That the City Council appropriates \$25,000 from the Professional Services account in the Finance Department.
4. That the City Council authorizes the City Manager to extend the contract for four additional one-year periods if necessary and desired.
5. That the City Council authorizes the City Treasurer to amend the FY 2022/23 Adopted Budget accordingly.

PASSED AND ADOPTED this 11th day of January 2023, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

RESOLUTION 2023-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING EXAMINATION OF SALES OR TRANSACTIONS USE TAXES RECORDS.

WHEREAS, pursuant to Ordinance Numbers 2 and 44, the City of Solana Beach (City) entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of sales and use taxes; and

WHEREAS, pursuant to Ordinance Number 526 of the City of Solana Beach, and Revenue and Taxation Code section 7270, the City entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of transactions and use taxes; and

WHEREAS, the City Council of the City of Solana Beach deems it desirable and necessary for authorized officers, employees and representatives of the City to examine confidential sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected by the Department for the City pursuant to those contracts; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Solana Beach, California, does hereby resolve as follows:

1. That the above recitations are true and correct.
2. That the Finance Director/Treasurer, City Manager, Assistant City Manager, Senior Accountant, or other officer or employee of the City designated in writing by the City Manager to the California Department of Tax and Fee Administration is hereby appointed to represent the City with authority to examine sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected for the City by the Department pursuant to the contract between the City and the Department.
3. The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales or transactions and use taxes by the Department pursuant to that contract, and for purposes related to the following governmental functions of the City:

- a. Annual and periodic budget planning
- b. Economic Development planning and analysis
- c. Transportation planning and analysis
- d. Business Development planning and analysis

The information obtained by examination of Department records shall be used only for those governmental functions of the City listed above.

4. That Hinderliter de Llamas and Associates (dba HDL Companies) is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected for the City by the Department. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the City and HDL Companies:
 - a. has an existing contract with the City to examine those sales or transactions and use tax records;
 - b. is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.
 - c. is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
 - d. is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of Department records shall be used only for purposes related to the collection of City sales or transactions and use taxes by the Department pursuant to the contract between the City and the Department and for those purposes relating to the governmental functions of the City listed in section 3 of this Resolution:

5. That this resolution supercedes all prior resolutions of the City Council of the City of Solana Beach adopted pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Solana Beach, California, this 9th day of December 2022, by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: January 11, 2023
ORIGINATING DEPT: City Manager
SUBJECT: **Consideration of Resolution 2023-011 to Ratify of Appointment of Rodney Greek as Interim Finance Director/Treasurer and Approve Retired Annuitant Interim Employment Agreement**

BACKGROUND:

In August of 2022, then Finance Director/Treasurer Ryan Smith advised the City Manager that he would be leaving the City of Solana Beach. On October 5, 2022, Ryan Smith submitted his official letter of resignation as Finance Director/Treasurer. Mr. Smith's last day of employment with the City of Solana Beach was October 21, 2022.

City Manager Greg Wade approved the commencement of the recruitment process for the vacant position on October 5, 2022. It is anticipated the recruitment process will take approximately four to five months to complete. The selection and onboarding of a new Finance Director/Treasurer is expected sometime in February or March 2023.

Rodney Greek served as the controller for the San Diego County Water Authority for five years, a deputy director of finance and information technology for the City of San Diego for four years, and since retirement, has continued to serve in interim/part time in government accounting/auditing positions. He is qualified and is available to assist the City in an interim capacity.

Mr. Greek is a retiree under the California Public Employees' Retirement System (CalPERS). To remain retired, Mr. Greek can only work for Solana Beach – a CalPERS employer – pursuant to a retired annuitant appointment and related restrictions including work limited to 960 hours in a fiscal year and compensation at the hourly rate of a regular employee in the same capacity.

CITY COUNCIL ACTION:

In addition, CalPERS requires that the City have an active recruitment for the permanent Finance Director/Treasurer, as stipulated in Government Code Section 21221(h). Solana Beach's recruitment for the next Finance Director/Treasurer is underway.

The appointment of Rodney Greek as Interim Finance Director/Treasurer affords the City leadership, familiarity, and minimizes disruption to vital City services and operations while the City transitions to a new permanent Finance Director/Treasurer. Under Government Code Section 21221(h), an Agreement with Mr. Greek must be adopted by resolution of the City Council. Mr. Greek can only be appointed once to the vacant Finance Director/Treasurer position.

DISCUSSION:

The proposed terms of the Retired Annuitant Employment Agreement (Agreement) with Mr. Greek provide the following:

- **LIMITED TERM:** The appointment shall be limited from October 7, 2022 to the first of the following to occur: (i) upon the employment commencement date of a permanent Finance Director employed by City; or (ii) upon Mr. Greek working his 960th hour for City including hours worked for other CalPERS Agencies during City's 2022-2023 fiscal year as a retired annuitant; or (iii) upon termination of the Agreement by either Greek or the City.
- **COMPENSATION:** As the Interim Finance Director, the hourly rate shall be \$97.21 an hour. This is based on the current monthly salary for the position if working 40 hours per week. There shall be no benefits, incentives, compensation in lieu of benefits, or other forms of compensation in addition to the hourly pay rate.
- **960 HOUR LIMIT:** The hours worked will not exceed 960 hours in a fiscal year (July 1 through June 30) for employment with all CalPERS employers combined.
- **UNEMPLOYMENT INSURANCE:** Mr. Greek will warrant that he has not received unemployment insurance payments in the last 12 months for previous retired annuitant work with any other CalPERS employer.
- **EMPLOYMENT SCHEDULE.** The schedule shall be flexible up to 40 hours per week to allow the Interim Finance Director to properly assess operations and address priorities.
- **ENROLLMENT IN MYCALPERS SYSTEM:** Mr. Greek will be enrolled as a retired annuitant and the pay-rate with hours worked will be reported in the myCalPERS system. No retirement contributions are reported by the City for retired annuitants.

It is recommended the City Council consider the information provided, adopt the resolution ratifying the appointment of Rodney Greek as Interim Finance Director/Treasurer and approve the Retired Annuitant Interim Employment Agreement.

CEQA COMPLIANCE STATEMENT:

Not a project as defined under CEQA.

FISCAL IMPACT:

The cost to the City from the appointment of the Interim Finance Director will be \$97.21 per hour, as specified in the agreement. If working the full 960 hours per fiscal year, the total cost would not exceed \$93,321.60. There will be savings in the 2022-2023 fiscal year budgets from the vacancy of the permanent Finance Director/Treasurer to fully offset the costs of employing a retired annuitant.

WORK PLAN:

N/A

OPTIONS:

- Adopt Resolution 2023-011 Ratifying the Appointment of Rodney Greek as Interim Finance Director/Treasurer and Approve Retired Annuitant Interim Employment Agreement.
- The City Council may opt to direct the City Manager to consider other candidates and/or conduct a full recruitment for an Interim Finance Director/Treasurer.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council approve Resolution 2023-011 ratifying the appointment of Rodney Greek as Interim Finance Director/Treasurer and approve the retired annuitant interim employment agreement.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager

Attachments:

1. Resolution 2023-011 Ratifying the Appointment of Retired Annuitant
2. Retired Annuitant Interim Employment Agreement

RESOLUTION 2023-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, RATIFYING THE APPOINTMENT OF RODNEY GREEK AS INTERIM FINANCE DIRECTOR/TREASURER AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERIM FINANCE DIRECTOR EMPLOYMENT AGREEMENT

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

WHEREAS, the City Council desires to appoint Rodney Greek as an interim appointment retired annuitant to the vacant position of Interim Finance Director for the City under Gov. Code section 21221(h), effective October 7, 2022; and

WHEREAS, the position of Interim Finance Director requires specialized knowledge and skills; and

WHEREAS, Rodney Greek served as the Controller for the San Diego County Water Authority and the Deputy Director of Finance and Information Technology for the City of San Diego; and

WHEREAS, the City desires to employ Rodney Greek as Interim Finance Director because of his unique knowledge and experience during the recruitment process and until a permanent director has been selected and hired; and

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

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

WHEREAS, the recruitment for a permanent appointment commenced on October 5, 2022; and

WHEREAS, this Gov. Code section 21221(h) appointment shall only be made once and therefore will end on the first of the following to occur: (i) upon the employment commencement date of a permanent Finance Director employed by CITY; or (ii) upon GREEK working his 960th hour for CITY including hours worked for other CalPERS

Agencies during CITY'S 2022-2023 fiscal year as a retired annuitant; or (iii) upon termination of the Agreement; and

WHEREAS, the entire employment agreement, contract or appointment document between Rodney Greek and the City has been reviewed by this body and is attached herein; and

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

WHEREAS, the maximum base salary for this position is \$16,849.73 and the hourly equivalent is \$97.21, and the minimum base salary for this position is \$10,530.00 and the hourly equivalent is \$60.75; and

WHEREAS, the hourly rate paid to Rodney Greek will be \$97.21; and

WHEREAS, Rodney Greek has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

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

1. That the above recitations are true and correct.
2. That the City Council ratifies the appointment and authorizes the City Manager to execute an Interim Finance Director Employment Agreement between the City of Coronado and Rodney Greek.

PASSED AND ADOPTED this 11th day of January, 2023, at a regular meeting of the City Council of the City of Solana Beach, California by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

RETIRED ANNUITANT INTERIM EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) by and between the City of Solana Beach (“CITY”), a California municipal corporation, and Rodney Greek (“GREEK”) an individual, on the following terms and conditions and shall become effective as of **October 7, 2022**.

RECITALS

A. CITY desires to employ the services of GREEK, as its Interim Finance Director/Treasurer, temporarily, to carry out the duties and responsibilities of the Finance Director/Treasurer as provided for by the City Municipal Code, in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

B. GREEK desires to accept employment as Interim Finance Director/Treasurer in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

C. CITY has commenced an open recruitment to permanently fill the vacant position of Finance Director/Treasurer. During the recruitment period, the CITY has an immediate need for an Interim Finance Director/Treasurer, a position involving specialized skills and training and which is critically necessary to the on-going duties and functions of the CITY.

D. GREEK represents that he is a retired annuitant and person receiving a benefit from the California Public Employees’ Retirement System (“CalPERS”) within the meaning of Government Code §§ 7522.56 and 21221(h). GREEK acknowledges that he is restricted to working no more than a combined 960 hours for City, a state agency, or other CalPERS contracting agencies (collectively “CalPERS Agencies”) during City’s 2022-2023 fiscal year, and that his compensation is statutorily limited as provided in Government Code § 21221(h). GREEK represents that he has not received any unemployment compensation from any CalPERS Agencies during the 12-month period preceding the effective date of this Agreement. GREEK further represents his CalPERS retirement date became effective prior to the 180-day period preceding the effective date of this Agreement; that he has not received a retirement incentive upon retirement within the meaning of Government Code § 7522.56(g), and that he has attained normal retirement age within the meaning of Government Code § 21220.5.

E. CITY has determined that it is necessary to hire GREEK by virtue of his significant experience in local government as a controller and a deputy director of finance and information technology for other agencies.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Position and Duties.

1.1 Position. CITY hereby employs Greek as the Interim Finance Director/Treasurer for the CITY to perform the functions and duties of the Finance Director/Treasurer as provided under the Solana Beach Municipal Code section 2.12.040, and to perform such other legally permissible and proper functions and duties as the City Manager shall, from time-to-time, direct or assign. GREEK shall perform these functions and duties in an efficient, competent, and ethical manner and shall devote his best efforts and full-time attention thereto.

1.2 Term. This Agreement shall become effective on **October 7, 2022** and GREEK shall commence the performance of his duties as the Interim Finance Director/Treasurer on **October 7, 2022** (“Commencement Date”). This Agreement shall expire as of the first of the following to occur: (i) upon the employment commencement date of a permanent Finance Director/Treasurer employed by CITY; or (ii) upon GREEK working his 960th hour for CITY including hours worked for other CalPERS Agencies during CITY’S 2022-2023 fiscal year as a retired annuitant; or (iii) upon termination of the Agreement by either GREEK or CITY as provided in Section 4 [Termination] of this Agreement.

1.3 At-Will. GREEK acknowledges that he is an at-will, temporary employee of CITY who shall serve at the pleasure of the City Council at all times during the period of his service hereunder. The terms of CITY’s personnel rules, policies, regulations, procedures, ordinances, and resolutions (collectively “Personnel Policies”), as they may be amended or supplemented from time to time, shall not apply to GREEK, and nothing in this Agreement is intended to, or does, confer upon GREEK any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment, except as is expressly provided in Section 1.2 [Term] or Section 4 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of GREEK, as provided in Section 1.2 [Term] or Section 4 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of GREEK to resign at any time from this position with CITY, subject only to the provisions set forth in Section 1.2 [Term] or Section 4 [Termination] of this Agreement. This at-will Employment Agreement shall be expressly subject to the rights and obligations of CITY and GREEK, as set forth in Section 1.2 [Term] or Section 4 [Termination] below.

1.4 Duties. GREEK shall serve as the Interim Finance Director/Treasurer and shall be for the term of this Agreement vested with the powers, duties and responsibilities of the Finance Director/Treasurer as set forth in ordinances and resolutions of the City, including without limitation, those set forth in the City’s Municipal Code and to perform other legally permissible and proper duties and functions as the City Council may from time to time assign. Without additional compensation, GREEK shall provide such other services as are customary and appropriate to the position of Interim Finance Director/Treasurer. GREEK shall devote his best efforts and full-time attention to the performance of these duties.

1.5 Hours of Work. GREEK shall devote the time necessary to adequately perform his duties as Interim Finance Director/Treasurer. The parties anticipate that GREEK will work up to forty (40) hours per week during normal City business hours as well as outside of the normal business hours as appropriate. However, in no event shall GREEK be required or permitted to work in excess of nine hundred sixty (960) hours during City's 2022-2023 fiscal year, or during subsequent fiscal years. The position of Interim Finance Director/Treasurer shall be deemed an exempt position under Federal and California wage and hour law.

1.6 Other Activity. In accordance with Government Code Section 1126, during the period of his employment, GREEK shall not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not to pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict-of-interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of GREEK's duties as Interim Finance Director/Treasurer

1.7 Reimbursement. CITY shall reimburse GREEK for reasonable and necessary travel, subsistence and other business expenses incurred by GREEK in the performance of his duties. All reimbursements shall be subject to and in accordance with California law and applicable CITY reimbursement policies.

2. Compensation.

2.1 Rate of Pay. For all services performed by Greeks the Interim Finance Director/Treasurer under this Agreement, CITY shall pay GREEK compensation at the rate of Ninety-Seven Dollars and Twenty-One Cents (\$97.21) per hour according to the payroll schedule in place for CITY employees paid bi-weekly subject to the limitations provided below. GREEK shall submit all itemized requests for payment to the City Manager who shall approve all requests for payment under this Agreement.

2.2 Compliance with CalPERS Requirements. It is the intent of the parties to compensate GREEK only to the extent permitted under Government Code §§ 21221(h) and 7522.56(d) and corresponding CalPERS regulations and policy statements. The parties acknowledge and agree that the rate of pay set forth above does not exceed the salary limitations established by CalPERS based on the salary as set forth in the CITY'S publicly available salary schedule. The Rate of Pay is calculated by taking the monthly base salary for the Finance Director/Treasurer and dividing it by 173.333 to equal an hourly rate of Ninety-Seven Dollars and Twenty-One Cents (\$97.21).

2.2.1 Recording and Reporting of Hours Worked. GREEK will comply with all applicable CalPERS regulations governing employment after retirement including recording and reporting of all hours worked for CITY to CalPERS as may be required. CITY shall assist in any such reporting obligations to CalPERS. Additionally, GREEK shall keep CITY continually apprised of any hours worked by GREEK for other CalPERS Agencies during the term of this Agreement.

2.3 Benefits.

2.3.1 No Benefits. GREEK shall not receive from CITY any benefits CITY commonly provides to its employees including, without limitation, health, dental, or vision insurance coverage, life insurance, employee assistance programs, and similar benefits.

3. Vacation and Leave.

3.1 No Leave. GREEK and CITY agree that GREEK shall not be provided or accrue any personal time off, vacation, sick leave, administrative leave, paid holidays or similar leave benefits.

4. Termination.

4.1 By CITY. This Agreement may be terminated by CITY for any reason five (5) days after notice in writing to GREEK of such termination. CITY's only obligation in the event of such termination will be payment to GREEK of all compensation then due and owing as set forth in Section 2.1 [Rate of Pay] up to and including the effective date of termination. However, this Agreement may be terminated immediately if necessitated by changes to CalPERS statutory or regulatory requirements.

4.2 By GREEK. This Agreement may be terminated by GREEK for any reason thirty (30) days after notice in writing to CITY of such termination. CITY shall have the option, in its complete discretion, to make GREEK's termination effective at any time prior to the end of such period, provided CITY pays GREEK all compensation as set forth in Section 2.1 [Rate of Pay] then due and owing him through the last day actually worked.

4.3 No Notice for Expiration. Nothing in this Section 4 [Termination] shall be construed to require either party to give advance written notice in order for the Agreement to expire as set forth in Section 1.2 [Term].

4.4 Termination Obligations. GREEK agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to CITY and shall be returned promptly to CITY upon termination of GREEK's employment. GREEK's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

4.5 Benefits upon Termination. All benefits to which Greeks entitled under this Agreement shall cease upon GREEK's termination in accordance with this Section 4, unless expressly continued either under this Agreement, under any specific written policy or benefit plan applicable to GREEK, or unless otherwise required by law.

4.6 Proprietary Information.

“Proprietary Information” is all information and any idea pertaining in any manner to the business of CITY(or any CITY affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of CITY in the course of his/her employment or otherwise produced or acquired by or on behalf of CITY. All Proprietary Information not generally known outside of CITY’s organization, and all Proprietary Information so known only through improper means, shall be deemed “Confidential Information.” During his employment by CITY, GREEK shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform his job responsibilities under this Agreement. Following termination, GREEK shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. GREEK’s obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

5. Conflict Of Interest.

GREEK represents and warrants to CITY that he presently has no interest, and represents that he will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his services under this Agreement.

6. General Provisions.

6.1 Recitals. The recitals, inclusive of all facts and representations, are incorporated into this Agreement as if set forth in the Operative Provisions.

6.2 Vehicle Operation. GREEK shall operate any vehicle used in connection with the performance of his duties as Interim Finance Director/Treasurer in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile’s driver’s license during the period of employment.

6.3 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or email or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and/or at the last known address maintained in GREEK’s personnel file. GREEK agrees to notify CITY in writing of any change in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City’s Notice Address:

City of Solana Beach
635 Hwy 101
Solana Beach, CA 92075
Attn: Mayor and City Council

Interim Finance Director/Treasurer’s Address:

Rodney Greek

[Deliver to last updated address in personnel file]

6.4 Indemnification. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act [Government Code Section 810 *et seq.*] CITY will indemnify, defend, and hold GREEK harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during GREEK's tenure as Interim Finance Director/Treasurer.

6.5 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of GREEK's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of GREEK's and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to GREEK and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

6.6 Amendments. This Agreement may not be amended except in a written document signed by GREEK approved by the City Council and signed by City Manager.

6.7 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

6.8 Assignment. GREEK shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to GREEK, assign its rights and obligations hereunder.

6.9 Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

6.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in San Diego, State of California.

6.11 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

6.12 Acknowledgment. GREEK acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its City Manager and GREEK has signed and executed this Agreement, as of the date first indicated above.

INTERIM FINANCE DIRECTOR/TREASURER

CITY OF SOLANA BEACH

Rodney Greek

Gregory Wade, City Manager

APPROVED AS TO FORM:

Johanna N. Canlas
City Attorney



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: January 11, 2023
ORIGINATING DEPT: Community Development Department
SUBJECT: **Public Hearing: Request for a DRP, SDP, and SDP Waiver to Demolish a Single-Family Residence, Construct a Replacement Two-Story Single-Family Residence with an Attached Three-Car Garage, and Perform Associated Site Improvements at 437 Marview Drive (Applicants: Tom and Marti Bertolino; Application: DRP21-009/SDP21-010; APN: 263-160-44; Resolution No. 2023-006)**

BACKGROUND:

The Applicants, Tom and Marti Bertolino, are requesting City Council approval of a Development Review Permit (DRP), Structure Development Permit (SDP), and SDP Waiver to demolish a single-story single-family residence, construct a replacement 4,074 square-foot, two-story single-family residence with a 742 square-foot street-level three-car garage, and perform associated site improvements at 437 Marview Drive. The 14,178 square-foot lot is located within the Low Residential (LR) Zone and the Scaled Residential Overlay Zone (SROZ). The project proposes grading in the amounts of approximately: 120 cubic yards of cut and 50 cubic yards of fill located outside of the structure footprint; 850 cubic yards of cut and 20 cubic yards of fill located below the structure; 50 cubic yards of excavation for footings; an aggregate grading quantity of 1,090 cubic yards, and 900 cubic yards of export. The proposed maximum building height is 25.0 feet above the proposed grade with the highest point of the residence at 299.5 feet above Mean Sea Level (MSL).

The project meets three thresholds for the requirement of a DRP, including: 1) grading in excess of 100 cubic yards; 2) construction in excess of 60 percent of the maximum allowable floor area; and 3) construction of a second story that exceeds 35 percent of the floor area of the first floor. The project requires an SDP because the proposed development exceeds 16 feet in height above the pre-existing grade.

CITY COUNCIL ACTION:

The issue before the Council is whether to approve, approve with conditions, or deny the Applicants' request as contained in Resolution 2023-006 (Attachment 1). The project plans are included in Attachment 2.

DISCUSSION:

The relatively square shaped 14,178 square-foot lot fronts on the west side of Marview Drive. The topography of the eastern two-thirds of the lot slopes gently away from Marview Drive and then transitions to an approximately two-to-one (2:1 or 50 percent) undeveloped vegetated slope in the rear (west portion) of the lot. The bottom (or "toe") of the slope is located on the adjacent properties to the west. The subject property is not located in the Hillside Overlay Zone (HOZ) nor does the rear slope meet the definition of an "Inland Bluff" as defined in the Solana Beach Municipal Code (SBMC). Therefore, there are no applicable objective development standards related to topography that would limit development within the rear portion of the lot. However, the Applicants provided professional geotechnical analysis, which evaluated the existing slope stability and confirmed that the proposed development would not negatively impact the slope. Additionally, the Applicants analyzed existing drainage patterns and prepared a drainage plan to prevent additional runoff over the slope. The geotechnical and drainage analysis is further examined later in this report.

The rear portion of the lot is mapped as a potential Environmentally Sensitive Habitat Area (ESHA) and specifically designated as "Southern Maritime Chaparral – Disturbed" in the City's adopted Local Coastal Plan (LCP) Land Use Plan (LUP) ESHA Map (Exhibit 3-6). The proposed project was evaluated and found to be consistent with the applicable LUP policies that protect ESHA. Additional analysis of the project's consistency with the LUP is provided later in this report.

The existing single-story, single-family residence is located on the eastern half of the property and setback 5 feet from the northern property line and 33 feet from the southern property line, leaving a westward view corridor through the southern end of the property for neighbors on the east side of Marview Drive. The existing residence is built on a raised foundation with crawlspace below, and there is a walk-out deck on the west side of the residence. The rear slope is vegetated and undeveloped. The property is currently accessed from Marview Drive on the northern side of the property with a driveway to a two-car garage and a walkway to an uncovered courtyard and the main entry to the residence.

The Applicants are requesting approval of a DRP and SDP to demolish the existing residence and yard improvements and construct a replacement two-story, single-family residence that would appear as a single-story from Marview Drive with a two-car garage on the main (street) level and a lower level built into the existing grade. Associated site improvements would include grading, drainage, and hardscape improvements, a spa, a bocce ball court, and landscaping. The Applicants are also requesting approval of an SDP Waiver to waive the requirement to send an additional notice for a minor change to the proposed building envelope after the original story poles were noticed for the 30-day SDP

Notice and deadline to file for View Assessment. Further discussions of the SDP and Waiver are included later in this report. The project plans are included in Attachment 2.

Table 1, below, provides a comparison of the SBMC applicable zoning regulations with the Applicants' proposed design.

Table 1			
LOT INFORMATION			
Property Address:	437 Marview Drive	Zoning Designation:	LR (3 du/ac)
Lot Size:	14,178 sf	# Units Allowed:	1 SFR, 1 ADU, 1JADU
Max. Allowable Floor Area:	4,431 sf	# Units Requested:	1 SFR
Proposed Floor Area:	4,416 sf	Setbacks: (d)	Required Proposed
Below Max. Floor Area by:	15 sf	Front (E)	20 ft 20 ft
Max. Allowable Height:	25 ft	Interior Side (N)	5 ft 6 ft
Max. Proposed Height:	25.0 ft	Interior Side (S)	5 ft 17 ft
Highest Point/Ridge:	299.5 MSL	Rear (W)	25 ft 35 ft
Overlay Zone(s):	SROZ		
PROPOSED PROJECT INFORMATION			
Proposed Floor Area Breakdown:		Required Permits:	
Main Level Living Area	2,894 sf	DRP: grading in excess of 100 cubic yards; construction that exceeds 60% of the maximum allowable floor area; and construction of a second story that exceeds 35% of the first floor.	
Lower Level Living Area	1,180 sf		
Main Level Garage	742 sf	SDP: a new structure that exceeds 16 feet in height from the existing grade & a SDP Waiver for massing outside of the original story pole envelope noticed to neighbors	
Subtotal	4,816 sf		
Off-Street Parking Exemption	- 400 sf		
Total Proposed Floor Area:	4,416 sf		
Proposed Grading: 120 cy of cut and 50 cy of fill outside of the structure footprint; 850 cy of cut and 20 cy of fill below the structure; 50 cy of excavation for footings;; an aggregate grading quantity of 1,090 cy; and 900 CY of export off site			
Required Off-Street Parking: 2		Existing Development:	
Proposed Parking: 3 Garage		Single-family residence with attached garage	
Proposed Fences and Walls: Yes			
Proposed Accessory Structure: No			

Staff has prepared draft findings for approval of the DRP in the attached Resolution 2023-006 for Council's consideration based upon the information in this report. The applicable SBMC sections are provided in italicized text and recommended conditions of approval 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 2023-006.

Development Review Permit Compliance (SBMC Section 17.68.40):

A DRP is required because the proposed development includes grading in excess of 100 cubic yards, construction of a residence in excess of 60 percent of the maximum allowable floor area for the property, and construction of a second story that exceeds 35 percent of the first floor. The Council may approve, or conditionally approve, a DRP only if all of the findings listed below can be made. If the findings cannot be made, the Council shall deny the DRP. Resolution 2023-006 provides the full discussion of the findings.

1. The proposed development is consistent with the general plan and all applicable requirements of the zoning ordinance including special regulations, overlay zones, and specific plans.
2. The proposed development complies with the development review criteria.
3. All required permits and approvals issued by the city, including variances, conditional use permits, comprehensive sign plans, and coastal development permits have been obtained prior to or concurrently with the development review permit.
4. If the development project also requires a permit or approval to be issued by a state or federal agency, the city council may conditionally approve the development review permit upon the Applicants obtaining the required permit or approval from the other agency.

DRP Finding #1

General Plan Consistency

The proposed project may be found consistent with the General Plan, which designates the property as Low Density Residential and is intended for single-family residences developed at a maximum density of three 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.

Specific Plans and Special Overlays

The property is also located in the SROZ, which specifies development standards to preserve and enhance the existing community character and aesthetic quality of the City of Solana Beach, by providing regulations to ensure and protect the character, traditional scale, and seaside orientation of established residential neighborhoods. The project, as designed, complies with the SROZ maximum allowable floor area.

The proposed project is also located within the Coastal Zone. As a condition of project approval, the Applicants will be required to obtain a Coastal Development Permit, Waiver,

or Exemption from the California Coastal Commission prior to the issuance of building or grading permits.

Local Coastal Plan/Land Use Plan Consistency

The Solana Beach City Council adopted an LCP/LUP on February 27, 2013 (amended and certified on June 11, 2014). Although the LUP has been certified by the California Coastal Commission, the Local Implementation Plan (LIP) portion of the LCP has not yet been certified; as such, the provisions of the LUP are considered by the Coastal Commission to be advisory rather than mandatory at this time.

The purpose of the LUP is to implement the State's goals for the coastal zone. The City's LUP provides long-term goals that promote the beneficial use of lands in the City and the beach and shoreline for residents and visitors alike. The LUP includes regulations that prevent degradation of ESHA from new development.

As previously mentioned, there is mapped potential ESHA on the rear slope of the subject property. The Applicants' representative and biological resources consultant, William Everett with Everett and Associates Environmental Consultants, provided an Initial Inventory of Biological Resources (Attachment 3), which concluded that the adjacent habitat area was low in value and the proposed project, including expansion of the development footprint, would not have a negative effect on sensitive species or habitat value. The analysis was peer-reviewed by the City's environmental and biological consultant, Sonya Vargas and Daryl Koutnik with Environmental Science and Associates (ESA) and found to be complete and consistent with the provisions of the LUP (Attachment 4). ESA concluded that the proposed development is consistent with the Coastal Act and Chapter 3 of the LUP, in that the proposed development footprint would not directly impact ESHA as the native vegetation does not qualify as an ESHA. With completion of the project, the area supporting native vegetation still retains qualities of an ESHA in that it supportshabitat for rare species.

The proposed project could be found to be consistent with the LCP/LUP as the proposed development preserves the existing native habitat while also providing and increased native buffer on the western slope. Staff has included conditions of approval in the draft resolution of approval to ensure preservation of native vegetation and sensitive species.

Zoning Ordinance Consistency

SBMC Section 17.20.010(C) specifies that the LR Zone is intended for residential development in areas characterized primarily by detached single-family homes on both older and newer subdivided lots. SBMC Section 17.20.030 outlines property development regulations, which are analyzed below.

Minimum Yards/Setbacks:

Minimum yard dimensions (setbacks) for the LR Zone are determined by the setback designator indicated on the City of Solana Beach official zoning map. The setback

designator for the subject property is “d”, which requires 25-foot front and rear yard setbacks and 5-foot interior side yard setbacks. Pursuant to SBMC Section 17.20.030(D)(1)(b), lots that front on a “public right-of-way 55 feet or greater in width, the minimum required front yard shall be reduced to 20 feet.” The public right-of-way of Marview Drive is 60 feet wide, therefore, the required front yard setback would be reduced to 20 feet. The project includes allowable encroachments into the rear-yard setback, including a bocce ball court and spa. As designed, the project meets all required setbacks.

Maximum Floor Area Ratio:

The property is located within the boundaries of the SROZ, which specifies a tiered calculation for maximum allowable floor area. The maximum allowable floor area calculation for the 14,178 square-foot lot, pursuant to the provisions of the SROZ, is as follows:

0.50 for first 6,000 ft ²	3,000 ft ²
0.175 for 6,000 to 15,000 ft ²	1,431 ft ²
Maximum Allowable Floor Area:	4,431 ft ²

The Applicants are proposing to demolish all existing structures and construct a replacement 4,047 square-foot, two-story single-family residence with a 742 square-foot three-car garage. The project is afforded a floor area exemption for off-street parking. The SBMC parking regulations require two off-street parking spaces per single-family residence. When required spaces are provided in a garage, 200 square feet of floor area is exempted for each required space. The proposed 742 square-foot garage would accommodate three unobstructed parking spaces and two spaces are required for the single-family development; therefore, 400 square feet of the garage is exempt from the calculation of floor area. With the applicable exemption, the total proposed floor area of the project would be 4,416 square feet, which is 15 square feet below the maximum allowable for the property.

Maximum Building Height:

The maximum building height for the LR Zone is 25 feet. The maximum height of the proposed residence would be 25.0 feet above the proposed grade with the highest portion of the structure to be at 298.5 feet above MSL. The proposed structures would exceed 16 feet in height from the pre-existing grade. Therefore, the project is subject to the requirements of SBMC Chapter 17.63 – View Assessment and the approval of an SDP. Compliance with those provisions is discussed later in this report.

Required Off-Street Parking:

A single-family residence requires two off-street parking spaces, pursuant to SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM). Two unobstructed 9-foot by 19-foot parking spaces would be accommodated within the proposed three-car garage.

Fences, Walls and Retaining Walls:

Within the front yard setback, the SBMC Section 17.20.040(O) allows fences and walls, or any combination thereof, to be no higher than 42 inches in height as measured from existing grade, except for an additional 2 feet 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 6 feet in height with an additional 2 feet that is 50% open to light and air.

The Applicants are proposing to remove the majority of the existing fencing and construct new perimeter fencing to enclose the property and meet pool/spa safety requirements. The fencing would include a 42-inch solid stucco site wall with a 24-inch wood fence above located along the front property line and enclosing the southern portion of the yard. The northern property line adjacent to the driveway would include a 42-inch-tall solid stucco site wall as well as various retaining walls to step the property following the descending grade. A portion of the existing fence along the southern property line would remain and both side property lines' (north and south) fencing would transition to a 6-foot-tall solid wood fence and then a 5-foot tall vinyl coated chain link toward the rear (west) and along the rear property line.

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 Applicants decide to modify any of the proposed fences and walls or construct additional fences and walls on the project site, a condition of project approval requires compliance with the Municipal Code.

Landscape:

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

DRP Finding #2

The development review criteria topics referenced in DRP Finding #2 are listed below with further discussion as to how they relate to the proposed Project:

1. Relationship with Adjacent Land Uses
2. Building and Structure Placement
3. Landscaping
4. Roads, Pedestrian Walkways, Parking, and Storage Areas

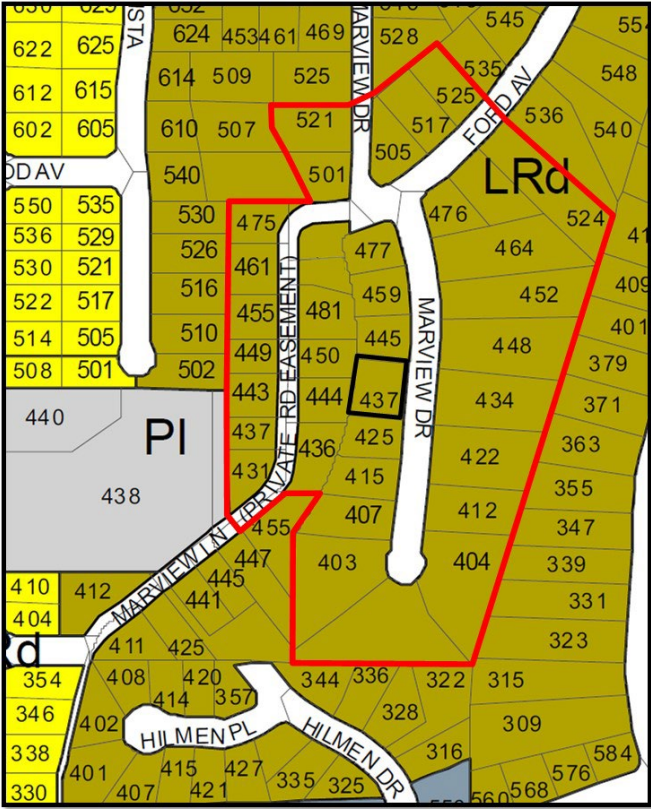
- 5. Grading
- 6. Lighting
- 7. Usable Open Space

Relationship with Adjacent Land Uses:

The property is located within the LR Zone. Surrounding properties are also located within the LR Zone and are developed with one- and two-story single-family residences.

Neighborhood Comparison:

Staff compared the proposed project to 36 other properties within the surrounding area. This area includes properties on both sides of Marview Drive, Marview Lane and Ford Avenue, as shown on the map below.



The properties evaluated in this comparison are also located in the LR Zone. The existing homes range in size from 1,468 square feet to 5,358 square feet, according to the County Assessor records. It should be noted that the County Assessor does not include the garages in the total square footage but does include finished basements. Accordingly, the building area of the proposed project has been calculated for comparison purposes by deleting the area of the proposed garage. Comparatively, the project would be 4,074 square feet (see below).

Project Gross Building Area: 4,816 ft²

Delete Attached Garage: - 742 ft²
 Project Area for Comparison to Assessor's Data: 4,074 ft²

Table 2 (below) is based upon County Assessor SanGIS data. It contains approximate lot size, existing square footage, and maximum allowable floor area for each neighboring property.

Table 2						
#	Property Address	Lot Size in ft ² (GIS)	Existing ft ² Onsite (Assessor's)	Proposed / Recently Approved ft ²	Max. Allowable ft ²	Zone
1	477 Marview Dr	12,100	3,341		4,068	LR
2	459 Marview Dr	10,900	4,489		3,858	LR
3	445 Marview Dr	11,100	3,932		3,893	LR
4	437 Marview Dr	14,178	2,223	4,074	4,431	LR
5	425 Marview Dr	8,700	2,579		3,473	LR
6	415 Marview Dr	7,800	2,548		3,315	LR
7	407 Marview Dr	14,629	3,185		4,510	LR
8	403 Marview Dr	33,961	3,509		5,773	LR
9	400 Marview Dr	48,466	4,800		6,498	LR
10	404 Marview Dr	30,529	4,800		5,601	LR
11	412 Marview Dr	18,081	3,068		4,883	LR
12	422 Marview Dr	25,944	3,084		5,372	LR
13	434 Marview Dr	26,889	2,130		5,419	LR
14	448 Marview Dr	32,670	2,067		5,709	LR
15	452 Marview Dr	28,314	2,633		5,491	LR
16	464 Marview Dr	28,314	1,488		5,491	LR
17	476 Marview Dr	9,700	2,124	3,564	3,648	LR
18	516 Ford Ave	13,919	Vacant	3,863	4,386	LR
19	524 Ford Ave	28,750	3,501		5,513	LR
20	525 Ford Ave	11,854	1,612	3,896	4,025	LR
21	517 Ford Ave	13,872	2,110		4,203	LR
22	505 Ford Ave	12,797	4,550		4,189	LR
23	521 Marview Dr	14,200	5,358		4,435	LR
24	501 Marview Dr	10,600	3,083		3,805	LR
25	481 Marview Ln	10,000	3,654		3,700	LR
26	450 Marview Ln	11,300	2,257		3,928	LR
27	444 Marview Ln	9,010	2,766		3,527	LR
28	436 Marview Ln	14,000	3,363		4,400	LR
29	431 Marview Dr	13,645	Vacant	3,883	4,338	LR
30	437 Marview Ln	6,500	2,177		3,088	LR
31	443 Marview Ln	9,000	2,686		3,525	LR

32	449 Marview Ln	9,000	2,043		3,525	LR
33	455 Marview Ln	10,900	2,855		3,858	LR
34	461 Marview Ln	12,800	3,851		4,190	LR
35	475 Marview Ln	11,553	1,468	3,941	3,972	LR
36	Marview Ln	6,000	Vacant		3,000	LR
37	Marview Ln	4,000	Vacant		2,650	LR

The project, as designed, is consistent with the permitted uses for the LR Zone as described in SBMC Sections 17.20.010 and 17.12.020. The maximum proposed floor area would be 15 square feet below the maximum allowable and the square footage of the project would fall within the range of adjacent residential development.

Building and Structure Placement:

The proposed residence would be located in the same general area as the existing residence and entirely within the buildable area. The residence would have the appearance of a single-story from the front of the property on Marview Drive. The 2,894 square-foot main level would include the main entry, an open concept kitchen, living and dining room, a pantry, a laundry room, a powder room, the primary bedroom suite, a bedroom with an ensuite bathroom, and an office. The great room would open to a 1,445 square-foot west-facing partially covered deck. The main level would include the attached 742 square-foot three-car garage. Though it would not meet the requirements of a basement in the SROZ due to the amount of exposure, the lower level would be built into the existing grade and walkout on the west side. The lower level would include a second bedroom with an ensuite bathroom, a family room, an interior powder room, and laundry closet. The patio on the west side of the residence would include a covered outdoor area that would be exempt from floor area, a powder room, a spa, and a bocce ball court.

The building and structure placement is located along the northern side yard setback, while maintaining a 17-foot side yard setback on the southern side in order to preserve the existing view corridor over the southern side of the property. The design includes a staggered façade along the front yard setback. The yard improvements would be located further west than the existing development, however, the structure would maintain a 35-foot setback from the rear (west) property line.

Landscape:

The proposed landscape plan includes two accent trees from a list of optional species ranging in maximum height from 20 to 40 feet. The trees would be located in the front yard at the same relative elevation as Marview Drive. The landscape plan also includes a variety of shrubs ranging in height from 4 to 6 feet with one species noted to range from 15 to 40 feet and located “in areas outside of view corridors”. However, the referenced “view corridors” are not depicted on the landscape plan.

The landscape plan includes preservation of the existing native landscape located along the southern three-quarters of the rear (west) property line. The remaining rear slope would be planted with a native landscape to aid in slope stability and provide a buffer between the native vegetation and the developed portion of the lot.

In addition to complying with the water efficient landscape regulations, the Applicants would also be required to submit a landscape construction plan in substantial conformance with the conceptual planting plan presented to the City Council should the City Council approve the project. Generally, any alternative tree and shrub species proposed during the plan check or construction phase shall have the same (or lesser) mature height and location as the conceptual plan approved by the City Council in order to be approved ministerially by Staff. Otherwise, increases in trees or shrub mature heights or adding new planting locations would require City Council approval of a Modification to the DRP. Additionally, any replaced plant species must be typical of the water use requirements of the plants replaced, provided that the replaced vegetation does not result in mixing high water use plants with low water use plants in the same hydro-zone. A condition has also 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.

Roads, Pedestrian Walkways, Parking, and Storage Areas:

The two required off-street parking spaces would be located within the attached 742 square-foot main level three-car garage. The garage would be accessed by a driveway from Marview Drive along the north side of the property in the same footprint as the existing driveway. Pedestrian access to the property would be taken from a walkway from Marview Drive in the center of the property. The trash enclosure would be located along the northern side yard.

Grading:

The project proposes grading in the amounts of approximately: 120 cubic yards of cut and 50 cubic yards of fill located outside of the structure footprint; 850 cubic yards of cut and 20 cubic yards of fill located below the structure; 50 cubic yards of excavation for footings; an aggregate grading quantity of 1,090 cubic yards, and 900 cubic yards of export. The majority of the grading is associated with the proposed excavation to build the lower level of the residence into the existing slope and construct the proposed walk-out patio and lower yard area. The existing slope in the westernmost portion of the lot would be preserved with the project and portions revegetated with native landscape to improve slope stability.

Lighting:

A condition of project approval requires that all new exterior lighting fixtures comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060). All light

fixtures shall be shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.

Usable Open Space:

The project consists of the construction of a replacement single-family residence with a three-car garage on a developed residential lot. Therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040. As a condition of project approval, the Applicants will be required to pay the applicable Park Development Fee.

Structure Development Permit Compliance:

The proposed structure exceeds 16 feet in height above the existing grade, therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicants were required to complete the SDP process. The original Story Pole Height Certification was certified by a licensed land surveyor on March 14, 2022, showing a maximum building height of 25.0 feet above the proposed grade (298.5 feet above MSL) and the highest portion of the building at 299.5 feet above MSL (18.03 feet above the proposed grade). SDP notices were mailed to property owners and occupants within 300 feet of the project site establishing a deadline to file for View Assessment by April 21, 2022. The City received one application for View Assessment from the adjacent neighbors to the north, Joe and Diana Driscoll, at 445 Marview Drive.

After coordination with the Driscolls, the Applicants modified the design to pull back both the massing of the primary bedroom suite and a portion of the deck toward the east to preserve and southwestern view from the Driscolls' office. These changes were within the original story pole envelope. The Driscolls withdrew their application for View Assessment as a result of the proposed changes.

To accommodate the change to the primary suite, the Applicants also proposed to shift the location of the garage approximately two feet to the east, which would extend outside of the original story pole envelope. The Applicants re-story poled the newly proposed massing outside of the original story pole envelope and have requested City Council approval to waive the requirement for the new massing to be noticed to neighbors with a new 30-day deadline to file for View Assessment. The City Council may approve the SDP Waiver if they find the minor change would have no likelihood of impairing a view. The Applicants have communicated this request to the surrounding neighbors on Marview Drive and received general support.

If the Council is able to support the SDP Waiver and make the required findings to approve the DRP, the SDP would be approved administratively. A condition of approval has been added to the Draft Resolution of Approval (Attachment 1) to require that the Applicants submit a height certification prepared by a licensed land surveyor prior to the framing inspection certifying that the maximum height of the proposed addition will not exceed 25.0 feet above the proposed grade (298.5 feet above MSL) or that the highest portion of the residence would not exceed 299.5 feet above MSL (or 18.03 feet above the

proposed grade), should the City Council make the necessary finding to approve the project.

The Draft Resolution of Approval (Attachment 1) includes findings in support of the DRP. The Draft Resolution of Approval includes the applicable SBMC sections in italicized text and the recommended conditions of approval from the Community Development, Engineering, and Fire Departments. An additional condition of approval requires that the Applicants obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of Building or Grading Permits. The Council may direct Staff to modify the Resolution to reflect the findings and conditions it deems appropriate as a result of the Public Hearing process. If the Council determines the project is to be denied, Staff will prepare a Resolution of Denial for adoption at a subsequent Council meeting.

Geotechnical Investigation:

The subject site is located on the west side of Marview Drive with general mild topography sloping from east to west. There is a relatively steep slope along the west side and beyond the westerly property line with varying elevation differential of approximately 15 to 20 feet. A comprehensive geotechnical investigation was prepared for the proposed project site in September 2020. Subsurface explorations were conducted on site under the observation of a soil engineer, undisturbed soil samples were collected, and laboratory testing was performed. This investigation was later updated and supplemented by performing additional analysis in response to City Staff and the City's third-party geotechnical consultant's review comments in October of 2022. The additional analysis addressed seismic effects and slope stability along the westerly property line.

Upon completion of the review of all relevant reports and additional addendums including slope stability analysis, the geotechnical report concluded that the development of the subject project will not have a detrimental effect on the downslope properties and its existing slope, provided surface drainage is not allowed to travel west downslope to these properties.

Drainage Design:

As noted above, the surface topography of the existing site is generally sloping from east to west with a relatively steep slope of varying heights of 15 to 20 feet along and beyond the westerly property boundary. The subject site is approximately 120 feet wide. There are two properties along the westerly property line where the existing drainage crosses the property line. The steep slope mentioned above is located within the property boundary of these two properties.

With respect to site drainage, according to the City's requirements and consistent with general engineering practices, the preexisting drainage patterns, and general directions of drainage flows, are maintained to the extent feasible as part of the development and redevelopment process. In cases where drainage from one private property flows to

another private property, Staff recommends that applicants work with the adjacent property owners to explore collaborative solutions for drainage discharge methods.

For this project, due to recommendations from the City's 3rd party geotechnical consultant, the Applicants were asked to find solutions to prevent surface run-off over the above-mentioned slopes. Following Staff's recommendations, the Applicants approached the downstream property owners to propose construction of a private subsurface drainage system to discharge the flow from the project site to Marview Lane by an underground drainage system. It is Staff's understanding that an agreement between the property owners could not be reached.

As an alternative solution, the project engineer developed a drainage design to divert the drainage flows to Marview Drive by a pump system. It is important to note that in cases where diversion of run-off is considered, the existing drainage system downstream of the proposed diversion area is comprehensively evaluated and, if warranted, mitigation measures would be required. In this case, the downstream system can accept the additional drainage run-off, if the project is approved. This project is required to offset a minor impact due to the proposed diversion, subject to the approval of the adjacent property owner to the south (425 Marview Drive). Engineering Condition III in the attached Resolution is included to address this issue. Lastly, the proposed pump system is designed with an overflow system addressing the rare occasion when the system may overflow. The proposed emergency overflow system consists of a shallow perforated dissipater system spreading any potential overflow run-off evenly along the westerly property line well within the subject property boundary. This design duplicates the preexisting condition to the extent feasible, in the event the proposed drainage pump system fails. Additionally, the proposed drainage system including the emergency overflow dissipater would address the recommendations offered by the City's 3rd party geotechnical consultant.

Property Frontage and Public Right-of-Way Improvements:

The existing right-of-way adjacent to this project consists of an unimproved area between the edge of pavement and property line. If approved, the Applicants would be required to construct the City-standard low profile concrete curb and provide a 10-foot wide compacted and bonded Decomposed Granite (DG) area for walking and parking purposes. Appropriate transitional sections would be constructed to match existing improvements. As mentioned above, the Applicants should work with the property owner to the south to extend the low-profile curb in front of the southerly property owner's frontage, subject to approval by that property owner. The Applicants are also responsible to execute a Hold Harmless Agreement for the proposed drainage diversion.

Public Hearing Notice:

Notice of the City Council Public Hearing for the project was published in the Union Tribune more than 10 days prior to the public hearing. The same public notice was mailed to property owners and occupants within 300 feet of the proposed project site on December 1, 2022. Correspondence from neighboring residents is included in Attachment

5. The Applicants have provided a justification of their request for City Council approval of the project and a project timeline, which is included in Attachment 6.

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 2023-006.
- Approve Staff recommendation subject to additional specific conditions necessary for the City Council to make all required findings for the approval of a DRP, SDP, and SDP Waiver.
- Deny the project if all required findings for the DRP, SDP, and SDP Waiver 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 to approve a DRP. Should the City Council support the SDP Waiver, the project would meet the requirements of the SDP. Therefore, should the City Council be able to make the findings to approve the DRP and SDP Waiver, 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 2023-006 conditionally approving a DRP, SDP, and SDP Waiver to demolish a single-family residence, construct a replacement 4,074 square-foot, two-story single-family residence with a 742 square-foot street-level three-car garage, and perform associated site improvements at 437 Marview Drive, Solana Beach.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2023-006
2. Project Plans Dated December 1, 2022
3. Initial Inventory of Biological Resources
4. Biological Inventory Peer Review
5. Correspondence
6. Applicant's Request for Approval

RESOLUTION 2023-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A DEVELOPMENT REVIEW PERMIT, STRUCTURE DEVELOPMENT PERMIT, AND STRUCTURE DEVELOPMENT PERMIT WAIVER TO DEMOLISH A SINGLE-FAMILY RESIDENCE, CONSTRUCT A REPLACEMENT TWO-STORY SINGLE-FAMILY RESIDENCE WITH A THREE-CAR GARAGE, AND PERFORM ASSOCIATED SITE IMPROVEMETS AT 437 MARVIEW DRIVE, SOLANA BEACH, APN: 263-160-44

**APPLICANTS: TOM AND MARTI BERTOLINO
APPLICATION: DRP21-009/SDP21-010**

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

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

WHEREAS, at the Public Hearing on January 11, 2023, the City Council received and considered evidence concerning the proposed application; and

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

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

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

- I. That the foregoing recitations are true and correct.
- II. That the request for a DRP, SDP, and SDP Waiver to demolish a single-story single-family residence and construct a replacement 4,074 square-foot, two-story single-family residence with a 742 square-foot three-car garage, and perform associated site improvements at 437 Marview Drive 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:

- 1. 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 proposed project is found consistent with the General Plan, which designates the property as Low Density Residential and is intended for single-family residences developed at a maximum density of three 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.

Specific Plans and Special Overlays: The property is located in the Scaled Residential Overlay Zone (SROZ), which specifies development standards to preserve and enhance the existing community character and aesthetic quality of the City of Solana Beach, by providing regulations to ensure and protect the character, traditional scale, and seaside orientation of established residential neighborhoods. The project, as designed, complies with the SROZ maximum allowable floor area.

The proposed Project is also located within the Coastal Zone. As a condition of project approval, the Applicants will be required to obtain a Coastal Development Permit, Waiver, or Exemption from the California Coastal Commission prior to the issuance of building or grading permits.

Local Coastal Plan/Land Use Plan Consistency: The Solana Beach City Council adopted an LCP/LUP on February 27, 2013 (amended and certified on June 11, 2014). Although the LUP has been certified by the California Coastal Commission, the Local Implementation Plan (LIP) portion of the LCP has not yet been certified; as such, the provisions of the LUP are considered by the Coastal Commission to be advisory rather than mandatory at this time.

The purpose of the LUP is to implement the State's goals for the coastal zone. The City's LUP provides long-term goals that promote the beneficial use of lands in the City and the beach and shoreline for residents and visitors alike. The LUP includes regulations that prevent degradation of ESHA from new development.

There is mapped potential ESHA on the rear slope of the subject property. The Applicants' representative and biological resources consultant, William Everett with Everett and Associates Environmental Consultants, provided an Initial Inventory of Biological Resources, which concluded that the adjacent habitat area was low in value and the

proposed project, including expansion of the development footprint, would not have a negative effect on sensitive species or habitat value. The analysis was peer-reviewed by the City’s environmental and biological consultant, Sonya Vargas and Daryl Koutnik with Environmental Science and Associates (ESA), and found to be complete and consistent with the provisions of the LUP. ESA concluded that the proposed development is consistent with the Coastal Act and Chapter 3 of the LUP, in that the proposed development footprint would not directly impact ESHA. The area supporting native vegetation would retain qualities of an ESHA in supporting habitat for rare species.

The project is found to be consistent with the LCP/LUP as the proposed development preserves the existing native habitat while also providing and increased native buffer on the western slope.

Zoning Ordinance Consistency: SBMC Section 17.20.010(C) specifies that the LR Zone is intended for residential development in areas characterized primarily by detached single-family homes on both older and newer subdivided lots. SBMC Section 17.20.030 outlines property development regulations, which are analyzed below.

Minimum Yards/Setbacks:

Minimum yard dimensions (setbacks) for the LR Zone are determined by the setback designator indicated on the City of Solana Beach official zoning map. The setback designator for the subject property is “d”, which requires 25-foot front and rear yard setbacks and 5-foot interior side yard setbacks. Pursuant to SBMC Section 17.20.030(D)(1)(b), lots that front on a “public right-of-way 55 feet or greater in width, the minimum required front yard shall be reduced to 20 feet.” The public right-of-way of Marview Drive is 60 feet wide, therefore, the required front yard setback would be reduced to 20 feet. The project includes allowable encroachments into the rear-yard setback, including a bocce ball court and spa. As designed, the project meets all required setbacks.

Maximum Floor Area Ratio:

The property is located within the boundaries of the SROZ, which specifies a tiered calculation for maximum allowable floor area. The maximum allowable floor area calculation for this project, pursuant to the provisions of the SROZ, is as follows:

0.50 for first 6,000 ft ²	3,000 ft ²
0.175 for 6,000 to 15,000 ft ²	1,431 ft ²
Maximum Allowable Floor Area:	4,431 ft²

The Applicants are proposing to demolish all existing structures and construct a replacement 4,047 square-foot, two-story single-family residence with a 742 square-foot three-car garage. The project is afforded a floor area exemption for off-street parking. The SBMC parking regulations require two off-street parking spaces per single-family residence. When required spaces are provided in a garage, 200 square feet of floor area is exempted for each required space. The proposed 742 square-foot garage would accommodate three unobstructed parking spaces and two spaces are required for the single-family development; therefore, 400 square feet of the garage is exempt from the calculation of floor area. With the applicable exemption, the total proposed floor area of the project would be 4,416 square feet, which is 15 square feet below the maximum allowable for the property.

Maximum Building Height:

The maximum building height for the LR Zone is 25 feet. The maximum height of the proposed residence would be 25.0 feet above the proposed grade with the highest portion of the structure to be at 298.5 feet above MSL.

Required Off-Street Parking:

A single-family residence requires two off-street parking spaces, pursuant to SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM). Two unobstructed 9-foot by 19-foot parking spaces are proposed in the main level three-car garage.

Fences, Walls and Retaining Walls:

Within the front yard setback, the SBMC Section 17.20.040(O) allows fences and walls, or any combination thereof, to be no higher than 42 inches in height as measured from existing grade, except for an additional 2 feet 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 6 feet in height with an additional 2 feet that is 50% open to light and air.

The project includes removal of the majority of the existing fencing and construction of new perimeter fencing to enclose the property and meet pool safety requirements. The fencing will include a 42-inch solid stucco site wall with a 24-inch wood fence above located along the front property line and enclosing the southern portion of the yard. The northern property line adjacent to the driveway would include a 42-inch tall solid stucco site wall, as well as various retaining walls to step the property following the descending grade. A portion of the existing fence along the southern property line would remain and both side property line (north and south) fencing would transition to a 6-foot tall solid wood

fence and then a 5-foot tall vinyl coated chain link toward the rear (west) and along the rear property line.

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 Applicants decide to modify any of the proposed fences and walls or construct additional fences and walls on the project site, a condition of project approval indicates that they would be required to comply with the Municipal Code.

Landscape:

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

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 LR Zone. Surrounding properties are also located within the LR Zone and are developed with a mixture of one- and two-story single-family residences. The project, as designed, is consistent with the permitted uses for the LR Zone as described in SBMC Sections 17.20.010 and 17.12.020. The maximum proposed floor area would be 15 square feet below the maximum allowable and the square footage of the project would fall within the range of adjacent residential development. The project is found to be to be compatible in terms of scale, apparent bulk, and massing and

complementary to existing development in the immediate vicinity.

- 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 proposed residence will be located in the same general area as the existing residence and entirely within the buildable area. The residence will have the appearance as a single-story from the front of the property on Marview Drive. The 2,894 square-foot main level will include the main entry, an open concept kitchen, living and dining room, a pantry, a laundry room, a powder room, the primary bedroom suite, a bedroom with an ensuite bathroom, and an office. The great room will open to a 1,445 square-foot west-facing partially covered deck. The main level will include the attached 742 square-foot three-car garage. Though it does meet the requirements of a basement in the SROZ due to the amount of exposure, the lower level will be built into the existing grade and walkout on the west side. The lower level will include a second bedroom with an ensuite bathroom, a family room, an interior powder room, and laundry closet. The patio on the west side of the residence will include a covered outdoor area that would be exempt from floor area, a powder room, a spa, and a bocce ball court.

The building and structure placement is located along the northern side yard setback, while maintaining a 17-foot side yard setback on the southern side in order to preserve the existing view corridor over the southern side of the property. The design includes a staggered façade along the front yard setback. The yard improvements will be located further west than the existing development, however the structure would maintain a 35-foot setback from the rear (west) property line.

- 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 proposed landscape plan includes two accent trees from a list of optional species ranging in maximum height from 20 to 40 feet. The trees would be located in the front yard at the same relative elevation as Marview Drive. The landscape plan also includes a variety of shrubs ranging in height from 4 to 6 feet with one species noted to range from 15 to 40 feet and located

“in areas outside of view corridors”. However, the referenced “view corridors” are not depicted on the landscape plan.

The landscape plan includes preservation of the existing native landscape located along the southern three-quarters of the rear (west) property line. The remaining rear slope would be planted with a native slope landscape to aid in slope stability and provide a buffer between the native vegetation and the developed portion of the lot.

In addition to complying with the water efficient landscape regulations, the Applicants would also be required to submit a landscape construction plan in substantial conformance with the conceptual planting plan presented to the City Council should the City Council approve the project. Generally, any alternative tree and shrub species proposed during the plan check or construction phase shall have the same (or lesser) mature height and location as the conceptual plan approved by the City Council in order to be approved ministerially by Staff. Otherwise, increases in trees or shrub mature heights or adding new planting locations would require City Council approval of a Modification to the DRP. A condition has also been added to require that native or drought-tolerant and non-invasive plant materials and water-conserving irrigation systems are required to be incorporated into the landscaping to the extent feasible.

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

The two required off-street parking spaces will be located within the attached 742 square-foot main level three-car garage. The garage will be accessed by a driveway from Marview Drive along the north side of the property in the same footprint as the existing driveway. Pedestrian access to the property will be taken from a walkway from Marview Drive in the center of the property. The trash enclosure will be located along the northern side yard.

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

be landscaped with native or naturalized non-native vegetation and existing erosion problems shall be corrected.

The project proposes grading in the amounts of approximately: 120 cubic yards of cut and 50 cubic yards of fill located outside of the structure footprint; 850 cubic yards of cut and 20 cubic yards of fill located below the structure; 50 cubic yards of excavation for footings; an aggregate grading quantity of 1,090 cubic yards, and 900 cubic yards of export. The majority of the grading is associated with the proposed excavation to build the lower level of the residence into the existing slope and construct the proposed walk-out patio and lower yard area. The existing slope in the westernmost portion of the lot would be preserved with the project and portions revegetated with native landscape to improve slope stability.

- f. Lighting: Light fixtures for walkways, parking areas, driveways, and other facilities shall be provided in sufficient number and at proper locations to assure safe and convenient nighttime use. All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding areas per SBMC 17.60.060 (Exterior Lighting Regulations).*

All new exterior lighting fixtures comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060). All light fixtures shall be shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.

- g. Usable Open Space: Recreational facilities proposed within required usable open space shall be located and designed to maintain essential open space values.*

The project consists of the construction of a replacement single-family residence with a three-car garage on a developed residential lot. Therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040. As a condition of project approval, the Applicants will be required to pay the applicable Park Development Fee.

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

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

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

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

- B. In accordance with Section 17.63.040 (Structure Development Permit) of the Solana Beach Municipal Code, the City Council finds the following:

The original Story Pole Height Certification was certified by a licensed land surveyor on March 14, 2022, showing a maximum building height of 25.0 feet above the proposed grade (298.5 feet above MSL) and the highest portion of the building at 299.5 feet above MSL (18.03 feet above the proposed grade). SDP notices were mailed to property owners and occupants within 300 feet of the project site establishing a deadline to file for View Assessment by April 21, 2022. The City received one application for View Assessment from the adjacent neighbors to the north, Joe and Diana Driscoll, at 445 Marview Drive.

After coordination with the Driscolls, the Applicants modified the design to pull back both the massing of the primary bedroom suite and a portion of the deck toward the east to preserve and southwestern view from the Driscolls' office. These changes were within the original story pole envelope. The Driscolls withdrew their application for View Assessment as a result of the proposed changes.

To accommodate the change to the primary suite, the Applicants also proposed to shift the location of the garage approximately two feet to the east, which would extend outside of the original story pole envelope. The Applicants re-story poled the newly proposed massing outside of the original story pole envelope and requested City Council approval to waive the requirement for the new massing to be noticed to neighbors with a new 30-day deadline to file for View Assessment

The City Council found the minor change would have no likelihood of impairing a view and approved the SDP Waiver.

A height certification prepared by a licensed land surveyor is required prior to the framing inspection certifying that the maximum height of the proposed addition will not exceed 25.0 feet above the proposed grade (298.5 feet above MSL) or that the highest portion of the residence would not exceed 299.5 feet above MSL (or 18.03 feet above the proposed grade).

IV. CONDITIONS

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

A. Community Development Department Conditions:

- I. The Applicants shall pay required Fire Mitigation, Park Development, Public Use Facilities, and Public Facilities Impact Fees.
- II. Building Permit plans must be in substantial conformance with the architectural plans presented to the City Council on January 11, 2023, and located in the project file with a submittal date of December 22, 2022.
- III. Prior to requesting a framing inspection, the Applicants shall submit a height certificate prepared by a licensed land surveyor certifying that the maximum height of the proposed addition will not exceed 25.0 feet above the proposed grade (298.5 feet above MSL) or that the highest portion of the residence would not exceed 299.5 feet above MSL (or 18.03 feet above the proposed grade) in conformance with the plans as approved by the City Council on January 11, 2023.
- IV. Any proposed onsite fences, walls and retaining walls and any proposed railing located on top, or any combination thereof, shall comply with applicable regulations of SBMC Section 17.20.040 and 17.60.070 (Fences and Walls).
- V. The Applicants shall obtain required California Coastal Commission (CCC) approval of a Coastal Development Permit, Waiver or Exemption as determined necessary by the CCC, prior to the issuance of Building and Grading Permits.
- VI. The Applicants shall provide a full Landscape Documentation Package in compliance with SBMC Chapter 17.56 and in substantial conformance with the conceptual landscape plan included in the project plans presented to the City Council on January 11, 2023, prior to Building Permit issuance and consistent with the building construction and grading plans. The Applicants shall obtain and submit landscape security in a form prescribed by the City Engineer in addition to the grading security. The landscape plan and installation will be reviewed and inspected by the City's third-party landscape professional. The landscape security deposit shall be released when applicable regulations have been satisfied and the installation has passed inspection by the City's third-party landscape professional.
- VII. Native or drought tolerant and non-invasive plant materials and water

conserving irrigation systems shall be incorporated into any proposed landscaping and compatible with the surrounding area to the extent feasible.

- VIII. All new exterior lighting fixtures shall be in conformance with the City-wide lighting regulations of the Zoning Ordinance (SBMC 17.60.060). All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.
- IX. Construction vehicles shall be parked on the subject property at all times feasible. If construction activity prohibits parking on the subject property, the Applicants shall ensure construction vehicles are parked in such a way to allow sufficient vehicular access on the street and minimize impact to the surrounding neighbors.
- X. The Applicants shall connect to temporary electrical service as soon as feasible to the satisfaction of the City. The use of gas-powered generator(s) during construction activity is discouraged and shall be limited only to selective use at the discretion of the City.
- XI. In compliance with LUP Policy 3.32, the Applicants shall retain a qualified biologist with experience in the identification of nesting bird species to conduct a survey for active bird nesting within 500 feet of the project site no more than two weeks prior to the commencement of any construction activity related to the project during the bird breeding season from February 1 through September 15. Surveys must be conducted every two weeks during the breeding season. If nesting sensitive birds are detected at any time during the breeding season, the California Department of Fish and Wildlife shall be notified and an appropriate disturbance setback will be determined and imposed until the young-of-the-year are no longer reliant upon the nest.
- XII. The selection of native species to be planted on the southern slope adjacent to the existing native species, shall avoid indirect impacts such as potential genetic mixing with any sensitive native species of the same genus in the areas. Only locally indigenous plant material should be used.

B. Fire Department Conditions:

- I. **ACCESS ROAD MINIMUM DIMENSIONS:** Fire apparatus access roads shall have an unobstructed improved width of not less than 20 feet; curb line to curb line, and an unobstructed vertical clearance of not less than 13 feet 6 inches. Exception: Single-Family residential driveways; serving no more than two single-family dwellings, shall

have minimum of 16 feet, curb line to curb line, of unobstructed improved width. Access roads shall be designed and maintained to support the imposed loads of not less than 75,000 pounds and shall be provided with an approved paved surface to provide all-weather driving capabilities.

- II. OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION: All roadways shall be a minimum of 20 feet in width during construction and maintained free and clear, including the parking of vehicles, in accordance with the California Fire Code and the Solana Beach Fire Department.
- III. ADDRESS NUMBERS: STREET NUMBERS: Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background and shall meet the following minimum standards as to size: 4" high with a 1/2" inch stroke width for residential buildings, 8" high with a 1/2" stroke for commercial and multi-family residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear access doors, building corners, and entrances to commercial centers.
- IV. AUTOMATIC FIRE SPRINKLER SYSTEM – ONE- AND TWO-FAMILY DWELLINGS: Structures shall be protected by an automatic fire sprinkler system designed and installed to the satisfaction of the Fire Department. Plans for the automatic fire sprinkler system shall be approved by the Fire Department prior to installation. Sprinklers will be required due to significant modifications and additions being over 50 percent of existing structure.
- V. CLASS "A" ROOF: All structures shall be provided with a Class "A" Roof covering to the satisfaction of the Solana Beach Fire Department.

C. Engineering Department Conditions:

- I. The Applicants are required to obtain an Encroachment Permit in accordance with SBMC Section 11.20 for the frontage improvements as listed below in the public right-of-way. The frontage improvements shall be done to the satisfaction of the City Engineer prior to the occupancy of the proposed project:
 - a. Construction of the 10-foot-wide Decomposed Granite (DG) area.
 - b. Construction of the 9" X 9" X 12" mountable curb and concrete gutter.

- c. Construction of the SDRSD driveway approach within 2:1 transitions to the proposed DG pathway.
 - d. Construction of a six-foot-wide concrete spillway.
 - e. Landscaping in the public right-of-way.
- II. The Applicants shall construct a minimum five-foot-wide transitional improvements on both sides of the property frontage to match existing improvements.
 - III. The Applicants shall construct the City-standard 9" X 9" X 12" mountable concrete curb along the property frontage of the property to the south (425 Marview Drive), subject to approval of the adjacent property owner.
 - IV. The Applicants shall record a Hold Harmless Agreement prior to release of the grading bond. The document will hold the City of Solana Beach harmless for the storm drain and sewer systems on the Applicants' property.
 - V. 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.
 - VI. Construction fencing shall be located on the subject property unless the Applicants have obtained an Encroachment Permit in accordance with SBMC Chapter 11.20 which allows otherwise.

Grading Conditions

- VII. The Applicants shall obtain a Grading Permit in accordance with Chapter 15.40 of the Solana Beach Municipal Code. Conditions prior to the issuance of a Grading Permit shall include, but not be limited to, the following:
 - a. The Applicants shall obtain a grading plan prepared by a Registered Civil Engineer and approved by the City Engineer. On-site grading design and construction shall be in accordance with Chapter 15.40 of the Solana Beach Municipal Code.
 - b. The grading contractor shall clearly delineate the limits of grading operation within the project site by installation of construction fencing, as defined on the grading plan.
 - c. The Applicants shall obtain a Soils Report prepared by a Registered Soils Engineer and approved by the City Engineer. All necessary measures shall be taken and implemented to assure slope stability, erosion control and soil integrity. The

grading plan shall incorporate all recommendations contained in the soils report. An as-graded report shall be submitted to and approved by the City prior to release of the grading bond and issuance of occupancy.

- d. The Applicants shall provide a Drainage Report prepared by a Registered Civil Engineer. This report shall address the design for detention basin and corresponding outflow system to ensure the rate of runoff for the proposed development is at or below that of pre-existing condition. All recommendations of this report shall be incorporated into the Preliminary Grading Plan. A detention basin easement(s) shall be recorded for maintenance of the detention basins by the property owner(s) in perpetuity, prior to the release of the Grading Bond and Security Deposit.
- e. The surface drainage run-off for this project shall be diverted to Marview Drive by a pump system. The Emergency overflow system for the proposed drainage design shall be connected to a dissipator system designed to spread any potential emergency flow over the entire width of the property as shown on the preliminary grading plan. The pump discharge point at Marview Drive shall be maintained by the property owner. An Encroachment Removal and Maintenance Agreement (EMRA) shall be executed for the drainage discharge improvements in the right of way.
- f. The Applicants shall show all retaining walls and drainage structures. Retaining walls shown on the grading plan shall conform to the San Diego Regional Standards or be designed by a licensed civil engineer. Engineering calculations for all designed walls with a surcharge and nonstandard walls shall be submitted at grading plan check. Retaining walls may not exceed the allowable height within the property line setback as determined by the City of Solana Beach Municipal Code. Contact the Community Development Department for further information.
- g. The Applicants are responsible to protect the adjacent properties during construction. If any grading, construction activity, access or potential construction-related impacts are anticipated beyond the property lines, as determined by the City Engineer, the Applicants shall obtain a letter of permission from the adjoining property owners. All required letters of permission shall be submitted to the City Engineer prior to the issuance of the Grading Permit.

- h. Cut and fill slopes shall be set back from site boundaries and buildings in accordance with SBMC Section 15.40.140 and to the satisfaction of the City Engineer.
- i. The Applicants shall pay a grading plan check fee in accordance with the current Engineering Fee Schedule at initial grading plan submittal. Inspection fees shall be paid prior to issuance of the Grading Permit.
- j. The Applicants shall obtain and submit grading security in a form prescribed by the City Engineer.
- k. The Applicants shall obtain haul permit for import / export of soil. The Applicants shall transport all excavated material to a legal disposal site.
- l. The Applicants shall submit certification from the Engineer of Record and the Soils Engineer that all public or private drainage facilities and finished grades are functioning and are installed in accordance with the approved plans. This shall be accomplished by the Engineer of Record incorporating as-built conditions on the Mylar grading plans and obtaining signatures of the Engineer of Record and the Soils Engineer certifying the as-built conditions.
- m. An Erosion Prevention and Sediment Control Plan shall be prepared by the Applicants. Best management practices shall be developed and implemented to manage storm water and non-storm water discharges from the site at all times during excavation and grading activities. Erosion prevention shall be emphasized as the most important measure for keeping sediment on site during excavation and grading activities. Sediment controls shall be used as a supplement to erosion prevention for keeping sediment on site.
- n. The Applicants shall show all proposed on-site private drainage facilities intended to discharge water run-off. Elements of this design shall include a hydrologic and hydraulic analysis verifying the adequacy of the facilities and identify any easements or structures required to properly convey the drainage. The construction of drainage structures shall comply with the standards set forth by the San Diego Regional Standard Drawings.
- o. Post Construction Best Management Practices meeting City and RWQCB Order No. R9-2013-001 requirements shall be implemented in the drainage design.
- p. No increased cross lot drainage shall be allowed.

- q. The Applicants shall obtain the Grading and Building Permits concurrently.
- r. Prior to obtaining a foundation inspection on the Building Permit, the Applicants shall submit a building pad certification statement from a Soils Engineer and an engineer or land surveyor licensed in Land Surveying per SBMC 15.40.230E

D. City Council Conditions:

- I. N/A.

I. ENFORCEMENT

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

II. EXPIRATION

The Development Review Permit and Structure Development Permit for the project will expire 24 months from the date of this Resolution, unless the Applicants 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.

III. INDEMNIFICATION AGREEMENT

The Applicants shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicants of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicants shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicants regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicants shall not be required to pay or perform any settlement unless such settlement is approved by the Applicants.

NOTICE TO APPLICANTS: Pursuant to Government Code Section 66020, you are

hereby notified that the 90-day period to protest the imposition of the fees, dedications, reservations or other exactions described in this resolution commences on the effective date of this resolution. To protest the imposition of any fee, dedications, reservations or other exactions described in this resolution you must comply with the provisions of Government Code Section 66020. Generally the resolution is effective upon expiration of the tenth day following the date of adoption of this resolution, unless the resolution is appealed or called for review as provided in the Solana Beach Zoning Ordinance.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Solana Beach, California, held on the 11th day of January, 2023, by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



7542 FAY AVENUE
LA JOLLA CA 92037
PH: 858.459.0575
EMAIL: eos@eosarc.com

JENNIFER
BOLYN
Architect

BERTOLINO RESIDENCE

437 MARVIEW DR SOLANA
BEACH, CA

All work, design, and construction shall be in accordance with the applicable codes of the City of San Diego, California, and the State of California, and shall conform to the applicable codes of the City of San Diego, California, and the State of California, and shall conform to the applicable codes of the City of San Diego, California, and the State of California.

BERTOLINO RESIDENCE
437 MARVIEW DR SOLANA
BEACH, CA

REVISIONS
04/29/2021 1ST DRP/SDP REVIEW
08/19/2021 2ND DRP/SDP REVIEW
11/01/2021 3RD DRP/SDP REVIEW
02/02/2022 4TH DRP/SDP REVIEW
05/31/2022 PLAN CHANGE DRP/SDP
11/21/2022 CITY COUNCIL SET

PHASE
PLANNING SET

DATE
2021-11-01

JOB NO.
20-04

COVER SHEET

CS1.0

PROJECT DIRECTORY	SHEET INDEX	PROJECT INFORMATION	GOVERNING CODE																																																								
<p>OWNER TOM AND MARTI BERTOLINO CONTACT: TOM BERTOLINO 240 CARTHAGE CT. GRANITE BAY, CA 95746 (8916) 371-3372 PHONE</p> <p>ARCHITECT EOS ARCHITECTURE INC. CONTACT: JENNIFER BOLYN 7542 FAY AVE. LA JOLLA, CA 92037 (858) 459-0575 PHONE</p> <p>SURVEY TORGERSEN SURVEYING, INC. CONTACT: 1012 MAR VISTA DR, VISTA, CA 92081 (619) 535-8674</p> <p>LANDSCAPE CARSON DOUGLAS LANDSCAPE ARCHITECTURE CONTACT: MICHAEL D. BRENNAN 3051 BROADWAY SAN DIEGO, CA 92102 (619) 995-1306 PHONE</p> <p>CIVIL PASCO LARET SUITER & ASSOCIATES CONTACT: BRIAN ARDOLINO 535 N HIGHWAY 101 STE A SOLANA BEACH, CA 92075</p> <p>SOILS REPORT HETHERINGTON ENG., INC. CONTACT: MARK HETHERINGTON 5368 ENCINAS AV. CARLSBAD, CA 92008 (760) 931-0545</p>	<p>ARCHITECTURAL CS1.0 COVER SHEET D1 DEMOLITION SITE PLAN SP1 SITE PLAN - LOWER LEVEL SP2 SITE PLAN - MAIN LEVEL SP3 SITE PLAN WITH NEIGHBOR A1.0 LOWER LEVEL FLOOR PLAN A1.1 MAIN LEVEL FLOOR PLAN A2.0 F.A.R A3.0 ROOF PLAN A4.0 BUILDING EXTERIOR ELEVATIONS A4.1 BUILDING EXTERIOR ELEVATIONS A4.2 ELEVATION WITH ADJACENT NEIGHBORS RESIDENCE A5.0 BUILDING SECTIONS A5.1 BUILDING SECTIONS A5.2 SECTION/ SITE SECTIONS A6.0 STORY POLE PLAN REVISED A7.0 MAIN RESIDENCE 3D VIEWS</p> <p>CIVIL C1 TOPOGRAPHIC SURVEY - SURVEY PARCEL C2 TOPOGRAPHIC SURVEY - EXISTING HOUSE DETAIL C3 TOPOGRAPHIC SURVEY - NEIGHBORHOOD OVERVIEW C4 PRELIMINARY GRADING PLAN C5 PGP DETAILS AND SECTIONS</p> <p>LANDSCAPE L1 LANDSCAPE SITE PLAN L2 PLANT PALETTE L3 HYDROZONES</p>	<p>SCOPE OF WORK: CONSTRUCT NEW TWO STORY SINGLE FAMILY RESIDENCE WITH ATTACHED THREE CAR GARAGE, DECKS, COVERED OUTDOOR AREA AND ASSOCIATED LANDSCAPE, HARDSCAPE AND RETAINING WALLS</p> <p>LEGAL: THE PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA</p> <p>A.P.N: 263-160-44-00</p> <p>EXISTING USE: RESIDENTIAL</p> <p>ZONE: LRD, SRDZ</p> <p>SPRINKLERED: YES, PER CFC SECTION 903.2.1.1 AND INSTALLED PER NFPA 13D.</p> <p>PROPOSED GRADING: PER CIVIL DRAWINGS</p> <p>GROSS LOT SIZE: 14,178 SF</p> <p>NET LOT SIZE: 14,178 SF</p> <p>FAR CALCULATION:</p> <table border="1"> <tr> <td>FAR - ALLOWABLE - FIRST 6,000 50%:</td> <td>6,000 x .5 = 3,000 SF</td> </tr> <tr> <td>NEXT 6,001-20,000 17.5%:</td> <td>8,178 x .175 = 1,431 SF</td> </tr> <tr> <td>BUILDING AREA - ALLOWABLE TOTAL:</td> <td>4,431 SF</td> </tr> </table> <p>BUILDING AREA CALCULATION:</p> <table border="1"> <tr> <td>LOWER LEVEL:</td> <td>1,180 SF</td> </tr> <tr> <td>LIVING:</td> <td>1,180 SF</td> </tr> <tr> <td>MAIN LEVEL:</td> <td>3,636 SF</td> </tr> <tr> <td>LIVING:</td> <td>2,894 SF</td> </tr> <tr> <td>GARAGE:</td> <td>742 SF</td> </tr> <tr> <td>TOTAL MAIN BUILDING AREA:</td> <td>4,816 SF</td> </tr> <tr> <td>GARAGE EXEMPTION:</td> <td>-400 SF</td> </tr> <tr> <td>TOTAL BUILDING AREA INCLUDED IN FAR:</td> <td>4,416 SF</td> </tr> </table> <p>COVERED PATIOS:</p> <table border="1"> <tr> <td>LOWER LEVEL COVERED PATIO:</td> <td>1,213 SF</td> </tr> <tr> <td>MAIN LEVEL COVERED PATIO:</td> <td>785 SF</td> </tr> <tr> <td>TOTAL COVERED PATIO AREA:</td> <td>1,999 SF</td> </tr> <tr> <td>TOTAL DECK AREA:</td> <td>1,445 SF</td> </tr> </table> <p>PROPERTY BREAKDOWN:</p> <table border="1"> <tr> <td>IMPERVIOUS:</td> <td>8,220 SF</td> </tr> <tr> <td>HARDSCAPE AREA:</td> <td>3,008 SF</td> </tr> <tr> <td>MAIN RESIDENCE FOOTPRINT:</td> <td>4,392 SF</td> </tr> <tr> <td>PERVIOUS:</td> <td>5,150 SF</td> </tr> <tr> <td>IRRIGATED LANDSCAPE:</td> <td>5,104 SF</td> </tr> <tr> <td>WATER FEATURE:</td> <td>46 SF</td> </tr> </table> <p>GRADING QUANTITIES:</p> <table border="1"> <tr> <td>SITE GRADING (OUTSIDE OF STRUCTURE):</td> <td></td> </tr> <tr> <td>CUT:</td> <td>120 CY</td> </tr> <tr> <td>FILL:</td> <td>50 CY</td> </tr> <tr> <td>EXCAVATION FOR FOOTINGS:</td> <td>50 CY</td> </tr> <tr> <td>REMOVAL & RECOMPACTION (UNDER STRUCTURE):</td> <td>0 CY</td> </tr> <tr> <td>TOTAL GRADING (CUT AND FILL OUTSIDE & BELOW STRUCTURE):</td> <td>1,040 CY</td> </tr> <tr> <td>TOTAL EXPORT:</td> <td>900 CY</td> </tr> </table>	FAR - ALLOWABLE - FIRST 6,000 50%:	6,000 x .5 = 3,000 SF	NEXT 6,001-20,000 17.5%:	8,178 x .175 = 1,431 SF	BUILDING AREA - ALLOWABLE TOTAL:	4,431 SF	LOWER LEVEL:	1,180 SF	LIVING:	1,180 SF	MAIN LEVEL:	3,636 SF	LIVING:	2,894 SF	GARAGE:	742 SF	TOTAL MAIN BUILDING AREA:	4,816 SF	GARAGE EXEMPTION:	-400 SF	TOTAL BUILDING AREA INCLUDED IN FAR:	4,416 SF	LOWER LEVEL COVERED PATIO:	1,213 SF	MAIN LEVEL COVERED PATIO:	785 SF	TOTAL COVERED PATIO AREA:	1,999 SF	TOTAL DECK AREA:	1,445 SF	IMPERVIOUS:	8,220 SF	HARDSCAPE AREA:	3,008 SF	MAIN RESIDENCE FOOTPRINT:	4,392 SF	PERVIOUS:	5,150 SF	IRRIGATED LANDSCAPE:	5,104 SF	WATER FEATURE:	46 SF	SITE GRADING (OUTSIDE OF STRUCTURE):		CUT:	120 CY	FILL:	50 CY	EXCAVATION FOR FOOTINGS:	50 CY	REMOVAL & RECOMPACTION (UNDER STRUCTURE):	0 CY	TOTAL GRADING (CUT AND FILL OUTSIDE & BELOW STRUCTURE):	1,040 CY	TOTAL EXPORT:	900 CY	<p>2019 CA BUILDING STANDARD CODE 2019 CA RESIDENTIAL CODE 2019 CA GREEN BUILDING CODE 2019 CA ELECTRICAL CODE 2019 CA MECHANICAL CODE 2019 CA PLUMBING CODE</p>
FAR - ALLOWABLE - FIRST 6,000 50%:	6,000 x .5 = 3,000 SF																																																										
NEXT 6,001-20,000 17.5%:	8,178 x .175 = 1,431 SF																																																										
BUILDING AREA - ALLOWABLE TOTAL:	4,431 SF																																																										
LOWER LEVEL:	1,180 SF																																																										
LIVING:	1,180 SF																																																										
MAIN LEVEL:	3,636 SF																																																										
LIVING:	2,894 SF																																																										
GARAGE:	742 SF																																																										
TOTAL MAIN BUILDING AREA:	4,816 SF																																																										
GARAGE EXEMPTION:	-400 SF																																																										
TOTAL BUILDING AREA INCLUDED IN FAR:	4,416 SF																																																										
LOWER LEVEL COVERED PATIO:	1,213 SF																																																										
MAIN LEVEL COVERED PATIO:	785 SF																																																										
TOTAL COVERED PATIO AREA:	1,999 SF																																																										
TOTAL DECK AREA:	1,445 SF																																																										
IMPERVIOUS:	8,220 SF																																																										
HARDSCAPE AREA:	3,008 SF																																																										
MAIN RESIDENCE FOOTPRINT:	4,392 SF																																																										
PERVIOUS:	5,150 SF																																																										
IRRIGATED LANDSCAPE:	5,104 SF																																																										
WATER FEATURE:	46 SF																																																										
SITE GRADING (OUTSIDE OF STRUCTURE):																																																											
CUT:	120 CY																																																										
FILL:	50 CY																																																										
EXCAVATION FOR FOOTINGS:	50 CY																																																										
REMOVAL & RECOMPACTION (UNDER STRUCTURE):	0 CY																																																										
TOTAL GRADING (CUT AND FILL OUTSIDE & BELOW STRUCTURE):	1,040 CY																																																										
TOTAL EXPORT:	900 CY																																																										
		<p>NOTES:</p> <p>1. OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION: ALL ROADWAYS SHALL BE A MINIMUM OF 24' IN WIDTH DURING CONSTRUCTION AND MAINTAINED FREE AND CLEAR, INCLUDING THE PARKING OF VEHICLES, IN ACCORDANCE WITH THE CALIFORNIA FIRE CODE AND THE FIRE DEPARTMENT.</p> <p>2. ADDRESS NUMBERS: STREET NUMBERS: APPROVED NUMBERS AND/ OR ADDRESSES SHALL BE PLACES 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 MIN. STANDARDS AS TO SIZE: 4" HIGH WITH A 1/2" STROKE WIDTH FOR RESIDENTIAL BUILDINGS, 8" HIGH WITH A 1/2" STROKE FOR COMMERCIAL AND MULTI-FAMILY RESIDENTIAL BUILDINGS, 12" HIGH WITH A 1" STROKE FOR INDUSTRIAL BUILDINGS. ADDITIONAL NUMBERS SHALL BE REQUIRED WHERE DEEMED NECESSARY BY FIRE MARSHAL, SUCH AS REAR ACCESS DOORS, BUILDING CORNERS AND ENTRANCES TO COMMERCIAL CENTERS.</p> <p>3. AUTOMATIC FIRE SPRINKLERS SYSTEMS: ONE AND TWO FAMILY DWELLINGS: STRUCTURES SHALL BE PROTECTED BY AN AUTOMATIC FIRE SPRINKLER SYSTEM DESIGNED AND INSTALLED TO THE SATISFACTION OF THE FIRE DEPARTMENT. PLANS FOR THE AUTOMATIC FIRE SPRINKLER SYSTEM SHALL BE APPROVED BY THE FIRE DEPARTMENT.</p> <p>4. SMOKE DETECTORS/ CARBON MONOXIDE ALARMS/ FIRE SPRINKLER SYSTEMS: SMOKE DETECTORS/ CARBON MONOXIDE ALARMS/FIRE SPRINKLERS SHALL BE INSPECTED BY THE SOLANA BEACH FIRE DEPARTMENT</p> <p>5. CLASS "A" ROOF: ALL STRUCTURES SHALL BE PROVIDED WITH A CLASS "A" ROOF COVERING TO SATISFACTION OF THE SOLANA BEACH FIRE DEPARTMENT.</p> <p>6. SOLAR PHOTOVOLTAIC INSTALLATIONS (SOLAR PANELS): SOLAR PHOTOVOLTAIC SYSTEMS SHALL BE INSTALLED PER THE CALIFORNIA FIRE CODE AND SOLANA BEACH FIRE DEPARTMENT REQUIREMENTS.</p>	<p>VICINITY MAP</p>																																																								

All work shown on this drawing is the property of EOS Architecture, Inc. and is intended for use only in connection with the work shown on this drawing. It is not to be used for any other purpose without the written consent of EOS Architecture, Inc. The user assumes all responsibility for any errors or omissions on this drawing and for any consequences thereof.

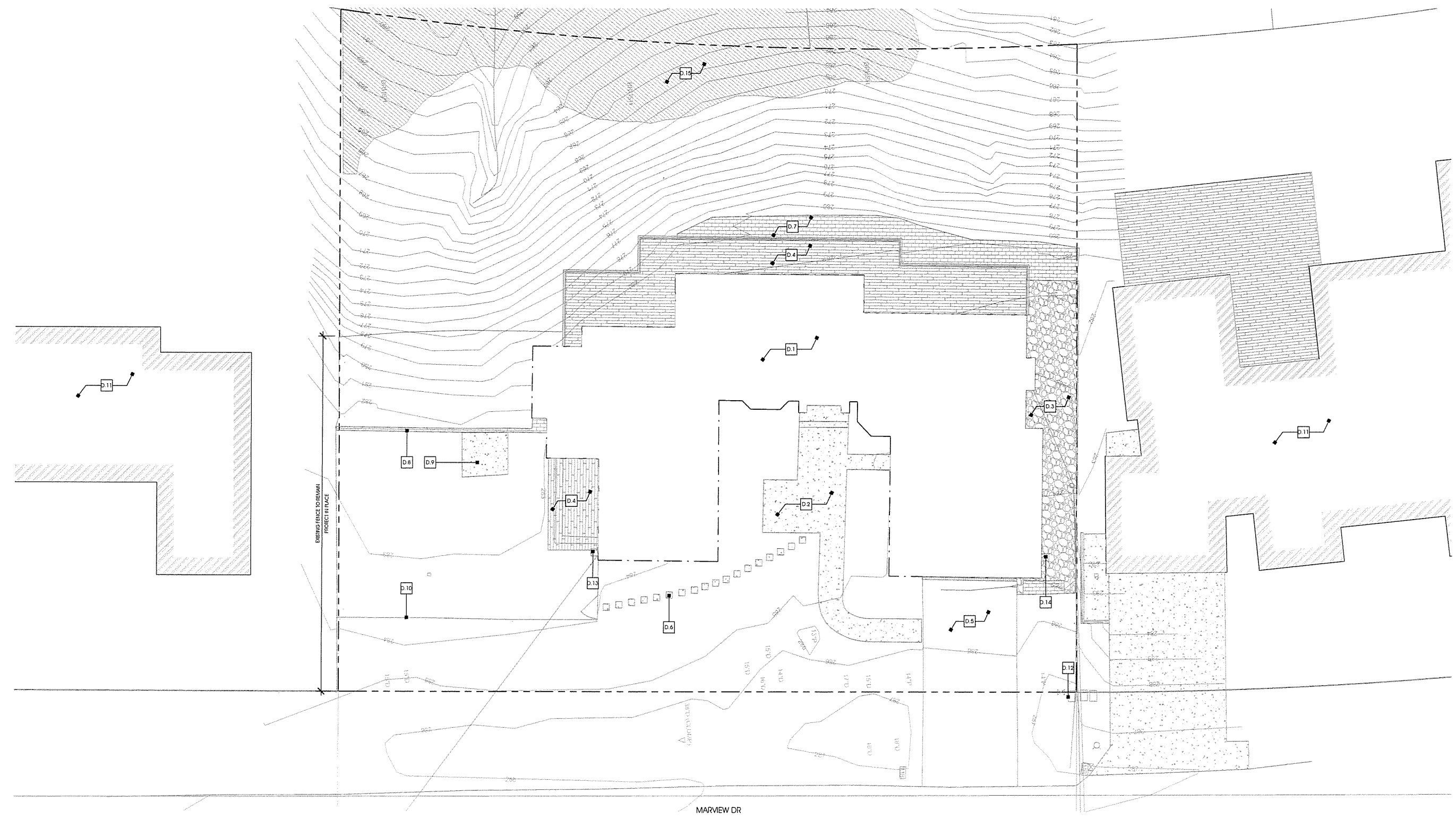
BERTOLINO RESIDENCE
437 MARVIEW DR SOLANA
BEACH, CA

REVISIONS
04/29/2021 1ST DRP/SDP REVIEW
08/19/2021 2ND DRP/SDP REVIEW
11/01/2021 3RD DRP/SDP REVIEW
02/02/2022 4TH DRP/SDP REVIEW
05/31/2022 PLAN CHANGE DRP/SDP
11/21/2022 CITY COUNCIL SET

PHASE
PLANNING SET
DATE
2021-11-01
JOB NO.
20-04

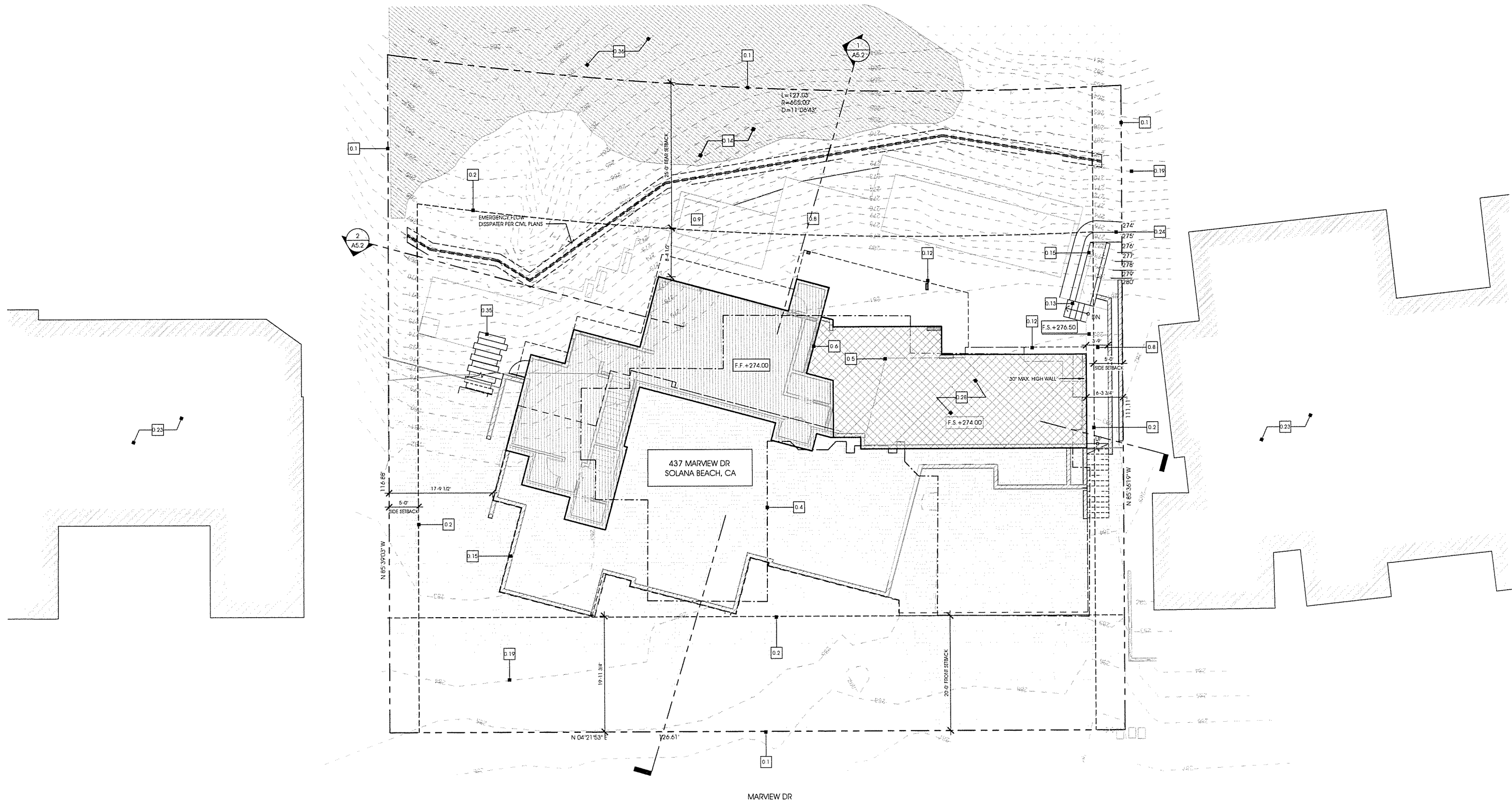
DEMOLITION SITE
PLAN

D1



DEMOLITION SITE PLAN
1/8" = 1'-0"

KEYNOTE	
D.1	(E) RESIDENCE TO BE DEMOLISHED
D.2	(E) CONCRETE WALKWAY TO BE REMOVED
D.3	(E) GRAVEL TO BE REMOVED
D.4	(E) WOOD DECK TO BE REMOVED
D.5	(E) ASPHALT DRIVEWAY TO BE REMOVED
D.6	(E) CONCRETE PAVERS TO BE REMOVED
D.7	(E) BRICK PATIO TO BE REMOVED
D.8	(E) BRICK EDGER TO BE REMOVED
D.9	(E) CONCRETE PAD TO BE REMOVED
D.10	(E) FENCE AND GATE TO BE REMOVED
D.11	(E) RESIDENCE, NAP.
D.12	(E) WATER METER TO REMAIN
D.13	(E) ELECTRICAL METER TO BE RELOCATED, PER PLAN
D.14	(E) GAS METER TO BE RELOCATED
D.15	(E) NATURAL VEGETATION TO REMAIN



SITE PLAN - LOWER LEVEL

1/8" = 1'-0"



This drawing is the property of EOS Architecture, Inc. and is not to be reproduced, copied, or used in any way without the written consent of EOS Architecture, Inc. The user of this drawing is to be held responsible for any errors or omissions. The user of this drawing is to be held responsible for any errors or omissions. The user of this drawing is to be held responsible for any errors or omissions.

BERTOLINO RESIDENCE
437 MARVIEW DR SOLANA
BEACH, CA

REVISIONS
04/29/2021 1ST DRP/SDP REVIEW
08/19/2021 2ND DRP/SDP REVIEW
11/01/2021 3RD DRP/SDP REVIEW
02/02/2022 4TH DRP/SDP REVIEW
05/31/2022 PLAN CHANGE DRP/SDP
11/21/2022 CITY COUNCIL SET

PHASE	PLANNING SET
DATE	2021-11-01
JOB NO.	20-04

SITE PLAN - LOWER LEVEL

SP1

KEYNOTE

- | | |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 0.1 PROPERTY LINE, TYP. | 0.14 LANDSCAPE PER LANDSCAPE PLAN |
| 0.2 SETBACK LINE, TYP. | 0.15 NEW RETAINING WALL PER CIVIL PLANS, WITH STUCCO FINISH WHERE EXPOSED TO VIEW |
| 0.4 LINE OF EXISTING RESIDENCE TO BE REMOVED | 0.19 EXISTING TOPOGRAPHY PER CIVIL PLAN |
| 0.5 LINE OF PROPOSED UPPER LEVEL | 0.23 ADJACENT PROPERTY, NAP |
| 0.6 LINE OF PROPOSED LOWER LEVEL | 0.24 PROPOSED TOPOGRAPHY, PER CIVIL PLANS |
| 0.8 HARDSCAPE PER CIVIL AND LANDSCAPE PLANS | 0.28 COVERED OUTDOOR AREA |
| 0.9 PROPOSED SPA | 0.35 CONCRETE SITE STAIR PER LANDSCAPE PLANS |
| 0.12 SUPPORT COLUMNS PER ELEVATION | 0.36 EXISTING NATURAL VEGETATION TO REMAIN |
| 0.13 CONCRETE SITE STAIR - AT GRADE LEVEL PER LANDSCAPE AND CIVIL | |

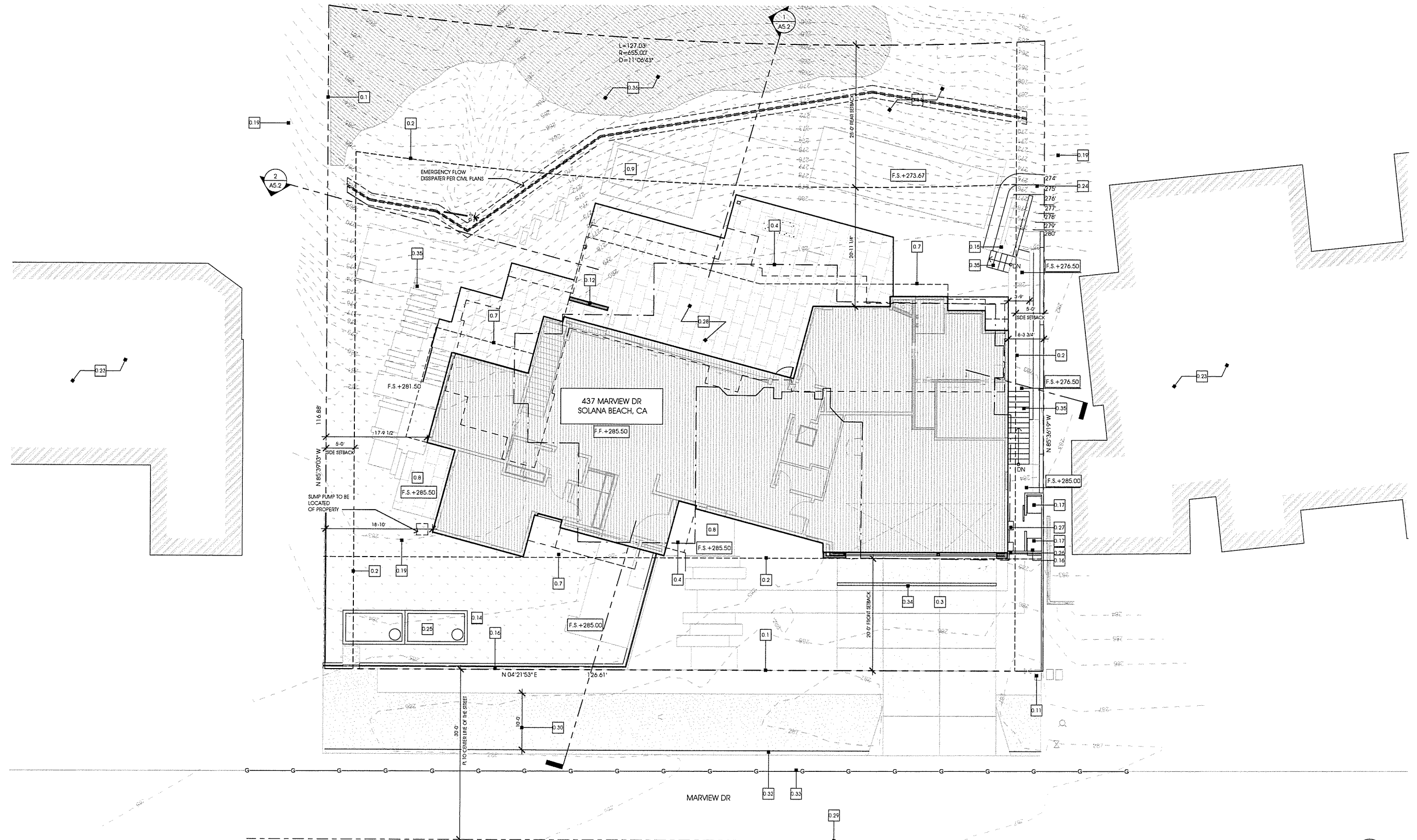
This drawing, including all information contained herein, is the property of EOS Architecture, Inc. and shall remain the property of EOS Architecture, Inc. It is to be used only for the project and site identified herein. No part of this drawing may be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written consent of EOS Architecture, Inc.

BERTOLINO RESIDENCE
437 MARVIEW DR SOLANA BEACH, CA

REVISIONS
04/29/2021 1ST DRP/SDP REVIEW
08/19/2021 2ND DRP/SDP REVIEW
11/01/2021 3RD DRP/SDP REVIEW
02/02/2022 4TH DRP/SDP REVIEW
05/31/2022 PLAN CHANGE DRP/SDP
11/21/2022 CITY COUNCIL SET

PHASE
PLANNING SET
DATE
2021-11-01
JOB NO.
20-04

SITE PLAN - MAIN LEVEL



SITE PLAN - MAIN LEVEL
1/8" = 1'-0"

KEYNOTE			
0.1	PROPERTY LINE, TYP.	0.12	SUPPORT COLUMNS PER ELEVATION
0.2	SETBACK LINE, TYP.	0.14	LANDSCAPE PER LANDSCAPE PLAN
0.3	CONCRETE DRIVEWAY, ACID ETCHED EXPOSED AGGREGATE COLORED CONCRETE, PER CIVIL/LANDSCAPE PLANS	0.15	NEW RETAINING WALL PER CIVIL PLANS, WITH STUCCO FINISH WHERE EXPOSED TO VIEW
0.4	LINE OF EXISTING RESIDENCE TO BE REMOVED	0.16	FENCE AND GATE PER LANDSCAPE PLANS
0.7	LINE OF ROOF/ OVERHANG	0.17	TRASH AND RECYCLING ENCLOSURE, PER LANDSCAPE PLANS
0.8	HARDSCAPE PER CIVIL AND LANDSCAPE PLANS	0.19	EXISTING TOPOGRAPHY PER CIVIL PLAN
0.9	PROPOSED SPA	0.23	ADJACENT PROPERTY, NAP
0.11	EXISTING WATER METER TO REMAIN	0.24	PROPOSED TOPOGRAPHY, PER CIVIL PLANS
		0.25	500 CF STORMWATER DETENTION TANK, PER CIVIL PLANS
		0.26	NEW LOCATION ELECTRICAL SERVICE - VERIFY LOCATION AND SIZING WITH SDGE
		0.27	EXISTING GAS METER TO BE RELOCATED, VERIFY LOCATION AND SIZING WITH SDGE
		0.28	COVERED OUTDOOR AREA
		0.29	CENTER LINE OF THE STREET
		0.30	10'-0" DG PARKING PER CIVIL PLANS
		0.32	9" MOUNTABLE CURB PER CIVIL PLANS
		0.33	GAS MAIN LINE
		0.34	TRENCH DRAIN PER CIVIL
		0.35	CONCRETE SITE STAIR PER LANDSCAPE PLANS
		0.36	EXISTING NATURAL VEGETATION TO REMAIN



SITE PLAN WITH NEIGHBORHOOD
1/16" = 1'-0"



7542 FAY AVENUE
LA JOLLA CA 92037
PH: 858.459.0575
EMAIL: eos@eosarc.com

**JENNIFER
BOLYN**
Architect

This design, and all other information contained herein, is the property of EOS Architecture, Inc. and shall remain the property of EOS Architecture, Inc. and shall not be used, copied, or otherwise disseminated without the prior written consent of EOS Architecture, Inc. The information contained herein is for informational purposes only and does not constitute an offer of any financial product or service. The information contained herein is not intended to be used for any other purpose.

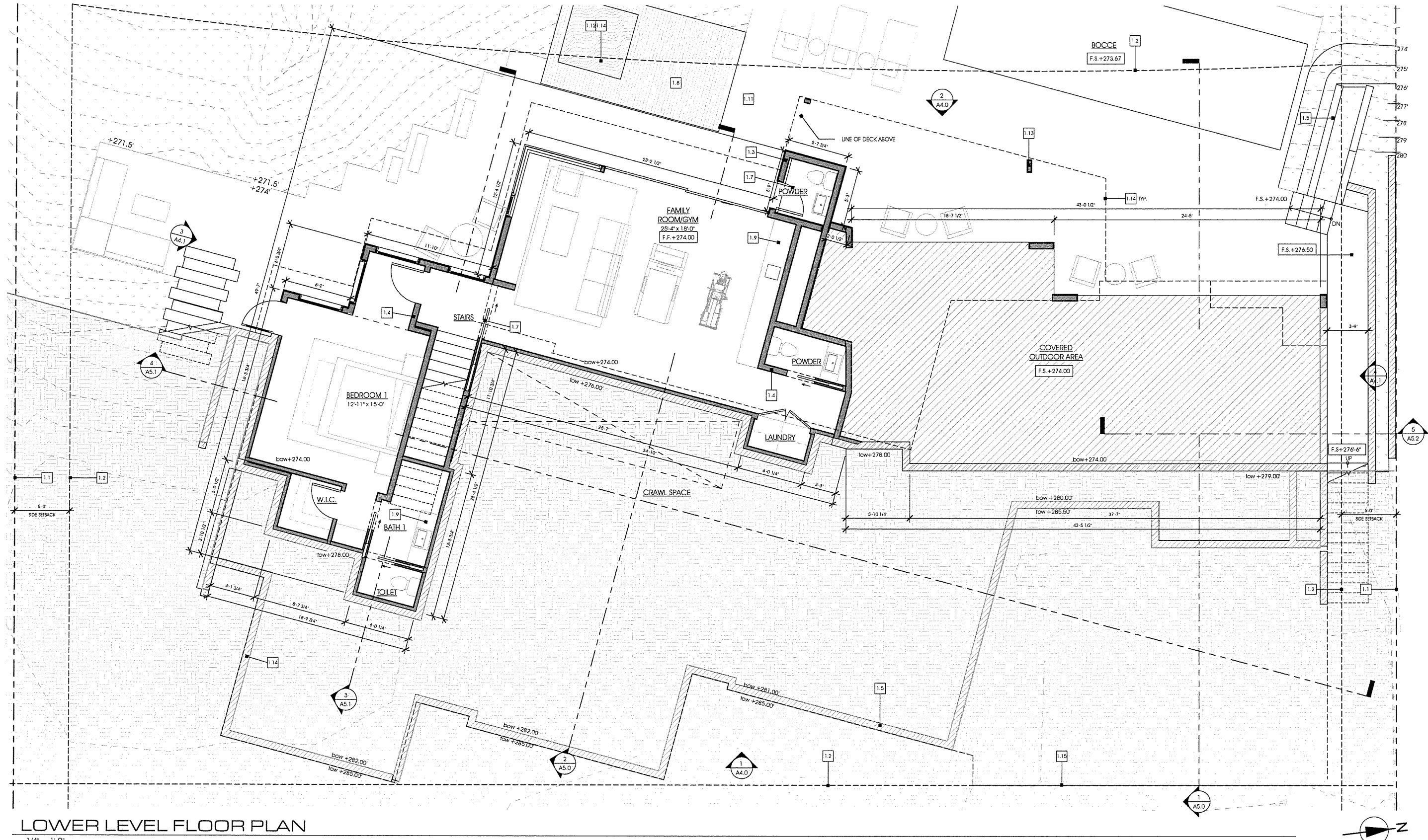
**BERTOLINO RESIDENCE
437 MARVIEW DR SOLANA
BEACH, CA**

REVISIONS
04/29/2021 1ST DRP/SDP REVIEW
08/19/2021 2ND DRP/SDP REVIEW
11/01/2021 3RD DRP/SDP REVIEW
02/02/2022 4TH DRP/SDP REVIEW
05/31/2022 PLAN CHANGE DRP/SDP
11/21/2022 CITY COUNCIL SET

PHASE
PLANNING SET
DATE
2021-11-01
JOB NO.
20-04

SITE PLAN WITH
NEIGHBOR

SP3



LOWER LEVEL FLOOR PLAN
1/4" = 1'-0"

All work, design, and construction shall conform to the applicable codes and regulations of the City of San Diego, California, and the State of California, and shall be subject to the review and approval of the City of San Diego, California, and the State of California. The architect shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The architect shall not be responsible for the accuracy of the information provided by the client or other third parties. The architect shall not be responsible for the accuracy of the information provided by the client or other third parties.

BERTOLINO RESIDENCE
437 MARYVIEW DR SOLANA BEACH, CA

REVISIONS
04/29/2021 1ST DRP/SDP REVIEW
08/19/2021 2ND DRP/SDP REVIEW
11/01/2021 3RD DRP/SDP REVIEW
02/02/2022 4TH DRP/SDP REVIEW
05/31/2022 PLAN CHANGE DRP/SDP
11/21/2022 CITY COUNCIL SET

PHASE PLANNING SET
DATE 2021-11-01
JOB NO. 20-04

LOWER LEVEL FLOOR PLAN

A1.0

KEYNOTE

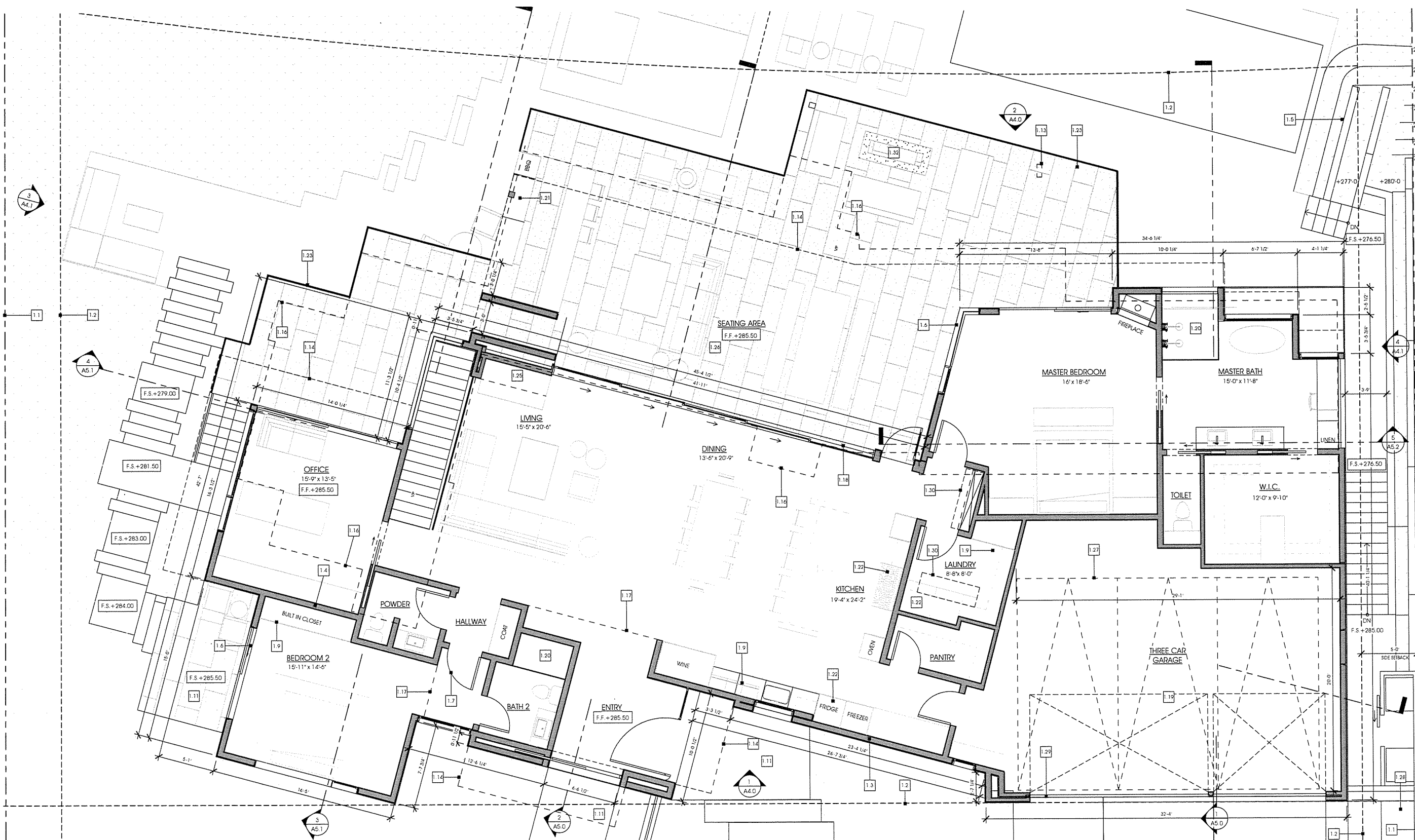
1.1 PROPERTY LINES, TYP	1.9 BUILT IN/ CABINETRY
1.2 SETBACK LINE, TYP	1.11 HARDSCAPE PER LANDSCAPE
1.3 EXTERIOR WALL: 2x WOOD STUD FRAMING PER STRUCTURAL W/ R-19 BATT INSULATION AT 2 X 6 R-13 BATT INSULATION AT 2 X 4 WALLS. EXTERIOR FINISH PER EXTERIOR ELEVATIONS O/ 2 LAYERS MIN. GRADE 'D' BUILDING PAPER. INSIDE 5/8" GWB UON PER INTERIOR ELEVATIONS	1.12 SPA
1.4 INTERIOR WALL: 2x WOOD STUD FRAMING W/ R-19 BATT INSULATION @ 2X6 & R-13 BATT INSULATION @ 2X4. 5/8" GWB THROUGHOUT	1.13 SUPPORT COLUMNS
1.5 RETAINING WALL	1.14 LINE OF OVERHANG / DECK ABOVE
1.7 DOOR, TYP.	1.15 LINE OF BUILDING ABOVE
1.8 WOOD DECK PER LANDSCAPE PLANS	

REVISIONS
04/29/2021 1ST DRP/SDP REVIEW
08/19/2021 2ND DRP/SDP REVIEW
11/01/2021 3RD DRP/SDP REVIEW
02/02/2022 4TH DRP/SDP REVIEW
05/31/2022 PLAN CHANGE DRP/SDP
11/21/2022 CITY COUNCIL SET

PHASE
PLANNING SET
DATE
2021-11-01
JOB NO.
20-04

MAIN LEVEL FLOOR PLAN

A1.1

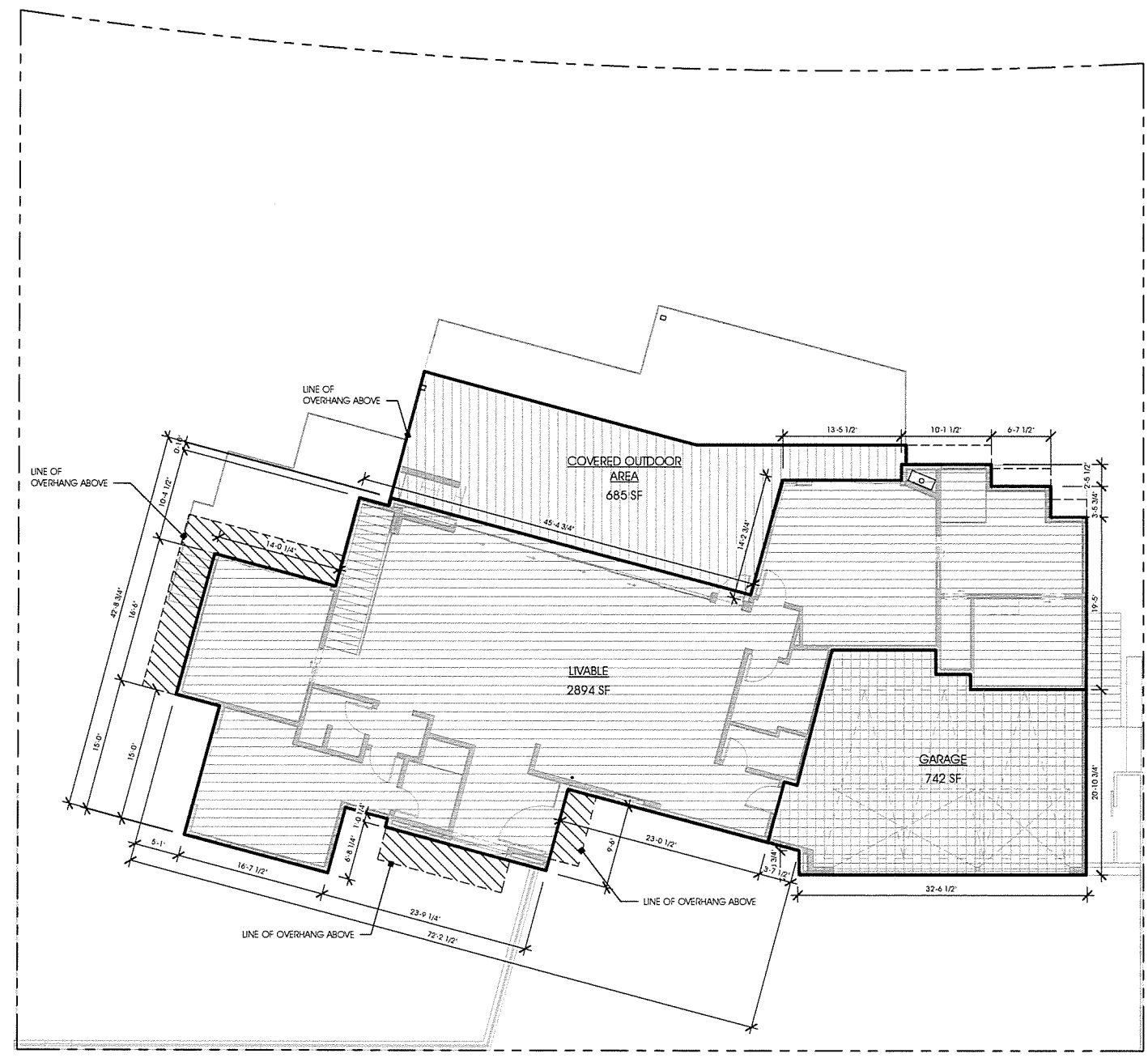
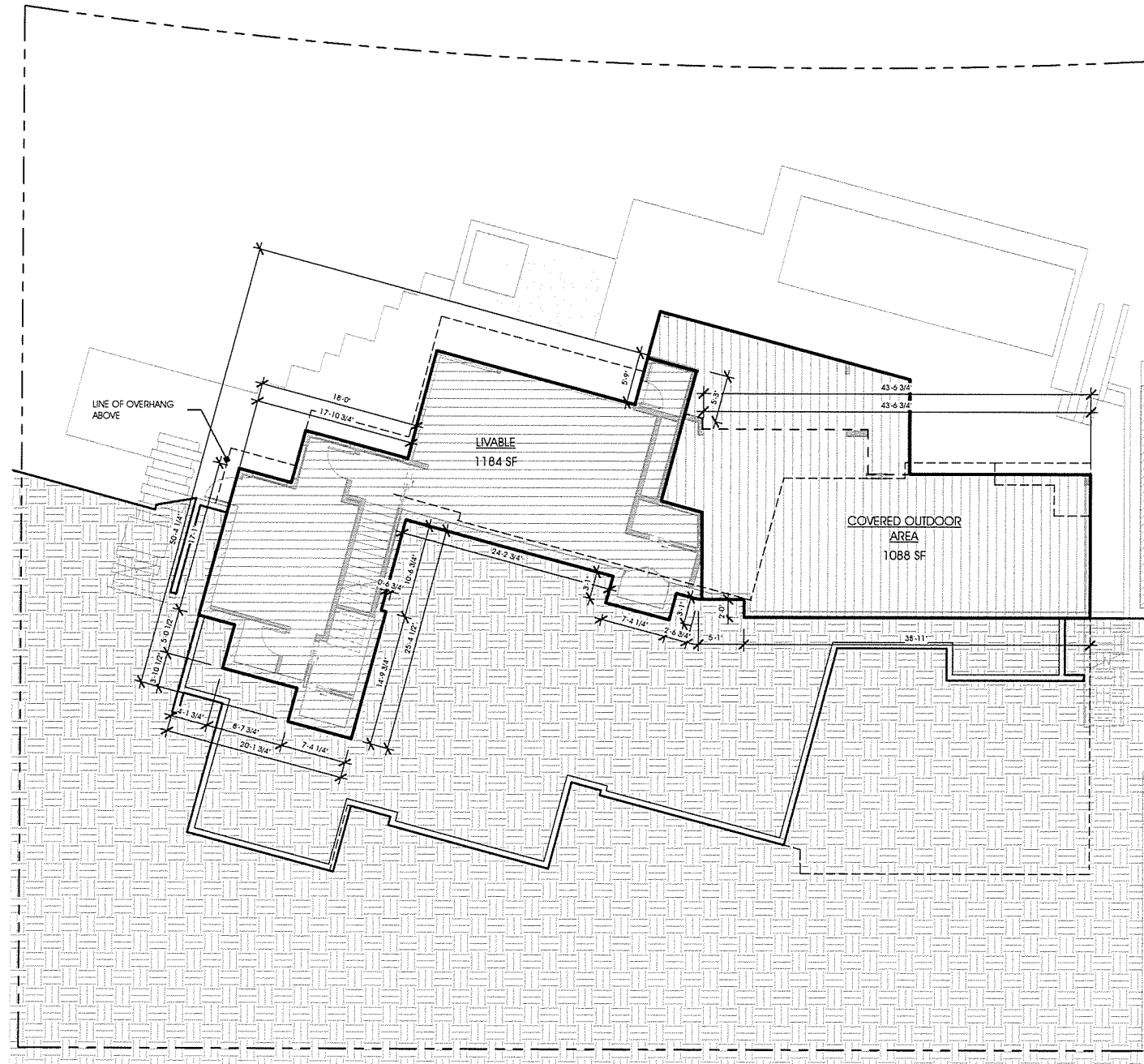


MAIN LEVEL FLOOR PLAN
1/4" = 1'-0"

KEYNOTE

1.1 PROPERTY LINES, TYP	1.9 BUILT IN/ CABINERY	1.20 WALK-IN SHOWER	1.30 LINE OF SKYLIGHT
1.2 SETBACK LINE, TYP	1.11 HARDSCAPE PER LANDSCAPE	1.21 BBQ	1.32 FIREPIST
1.3 EXTERIOR WALL: 2x WOOD STUD FRAMING PER STRUCTURAL W/ R-19 BATT INSULATION AT 2 X 4. R-13 BATT INSULATION AT 2 X 4 WALLS. EXTERIOR FINISH PER EXTERIOR ELEVATIONS OR 2 LAYERS MIN. GRADE 'D' BUILDING PAPER. INSIDE 5/8" GWB UCN PER INTERIOR ELEVATIONS	1.13 SUPPORT COLUMNS	1.22 APPLIANCE PER OWNER	
1.4 INTERIOR WALL: 2x WOOD STUD FRAMING W/ R-19 BATT INSULATION @ 2X6 & R-13 BATT INSULATION @ 2X4. 5/8" GWB THROUGHOUT	1.14 LINE OF OVERHANG / DECK ABOVE	1.23 42" HIGH GLASS GUARDRAIL	
1.5 RETAINING WALL	1.16 LINE OF BUILDING BELOW	1.25 FIREPLACE	
1.6 WINDOW, TYP.	1.17 LINE OF SOFFIT/ CEILING/BEAM ABOVE	1.26 TILE DECK	
1.7 DOOR, TYP.	1.18 LIFT AND SLIDE DOOR	1.27 PARKING SPACES TO BE 19' X 9' CLEAR	
	1.19 PROVIDE 5/8" TYPE 'X' GYP. BOARD (1-HOUR CONSTRUCTION) AT THE WALLS AND CEILINGS OF ATTACHED GARAGE ASSEMBLY SUPPORTIVE HABITABLE SPACE. MECHANICAL SPACES AND ACCESSIBLE UNDER STAIRS	1.28 TRASH AND RECYCLING LOCATION	
		1.29 GARAGE DOOR	

REVISIONS
04/29/2021 1ST DRP/SDP REVIEW
08/19/2021 2ND DRP/SDP REVIEW
11/01/2021 3RD DRP/SDP REVIEW
02/02/2022 4TH DRP/SDP REVIEW
05/31/2022 PLAN CHANGE DRP/SDP
11/21/2022 CITY COUNCIL SET



LOWER LEVEL F.A.R. DIAGRAM

1/8" = 1'-0"

MAIN LEVEL F.A.R. DIAGRAM

1/8" = 1'-0"



PROJECT INFORMATION

SCOPE OF WORK:	CONSTRUCT NEW TWO STORY SINGLE FAMILY RESIDENCE WITH ATTACHED THREE CAR GARAGE, DECKS, COVERED OUTDOOR AREA AND ASSOCIATED LANDSCAPE, HARDSCAPE AND RETAINING WALLS
LEGAL:	THE PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA
A.P.N.	263-160-44-00
EXISTING USE:	RESIDENTIAL
ZONE:	LRD, SROZ
SPRINKLERED:	YES, PER CFC SECTION 903.2.1.1 AND INSTALLED PER NFPA 13D.
PROPOSED GRADING:	PER CIVIL DRAWINGS
GROSS LOT SIZE:	14,178 SF
NET LOT SIZE:	14,178 SF

FAR CALCULATION:	
FAR - ALLOWABLE- FIRST 4,000 50%:	6,000 x .5 = 3,000 SF
NEXT 6,001-20,000 17.5%:	8,178 x .175 = 1,431 SF
BUILDING AREA - ALLOWABLE TOTAL:	4,431 SF
BUILDING AREA CALCULATION	
LOWER LEVEL:	1,180 SF
LIVING:	1,180 SF
MAIN LEVEL:	3,636 SF
LIVING:	2,894 SF
GARAGE:	742 SF
TOTAL MAIN BUILDING AREA:	4,816 SF
GARAGE EXEMPTION:	-400 SF
TOTAL BUILDING AREA INCLUDED IN FAR:	4,416 SF

COVERED PATIOS	
LOWER LEVEL COVERED PATIO:	1,213 SF
MAIN LEVEL COVERED PATIO:	785 SF
TOTAL COVERED PATIO AREA:	1,999 SF
PROPERTY BREAKDOWN	
IMPERVIOUS:	8,220 SF
HARDSCAPE AREA:	3,008 SF
MAIN RESIDENCE FOOTPRINT:	4,392 SF
PERVIOUS:	5,150 SF
IRRIGATED LANDSCAPE:	5,104 SF
WATER FEATURE:	46 SF
GRADING QUANTITIES	
SITE GRADING (OUTSIDE OF STRUCTURE)	
CUT:	120 CY
FILL:	50 CY
EXCAVATION FOR FOOTINGS:	50 CY
REMOVAL & RECOMPACTION (UNDER STRUCTURE):	0 CY
TOTAL GRADING (CUT AND FILL OUTSIDE & BELOW STRUCTURE):	1040 CY
TOTAL EXPORT:	900 CY

LEGEND

- PRIMARY RESIDENTIAL LIVABLE AREA
- GARAGE AREA
- COVERED OUTDOOR AREA

NOTES

ALL DIMENSIONS ARE MEASURED FROM THE EXTERIOR WALL SURFACES.

PHASE	PLANNING SET
DATE	2021-11-01
JOB NO.	20-04

F.A.R.

All work, design, and program is the property of EOS Architecture, Inc. and shall remain the property of EOS Architecture, Inc. and shall not be used for any other project without the written consent of EOS Architecture, Inc. This plan is subject to change without notice and shall be void if not used in conjunction with the approved set of plans.

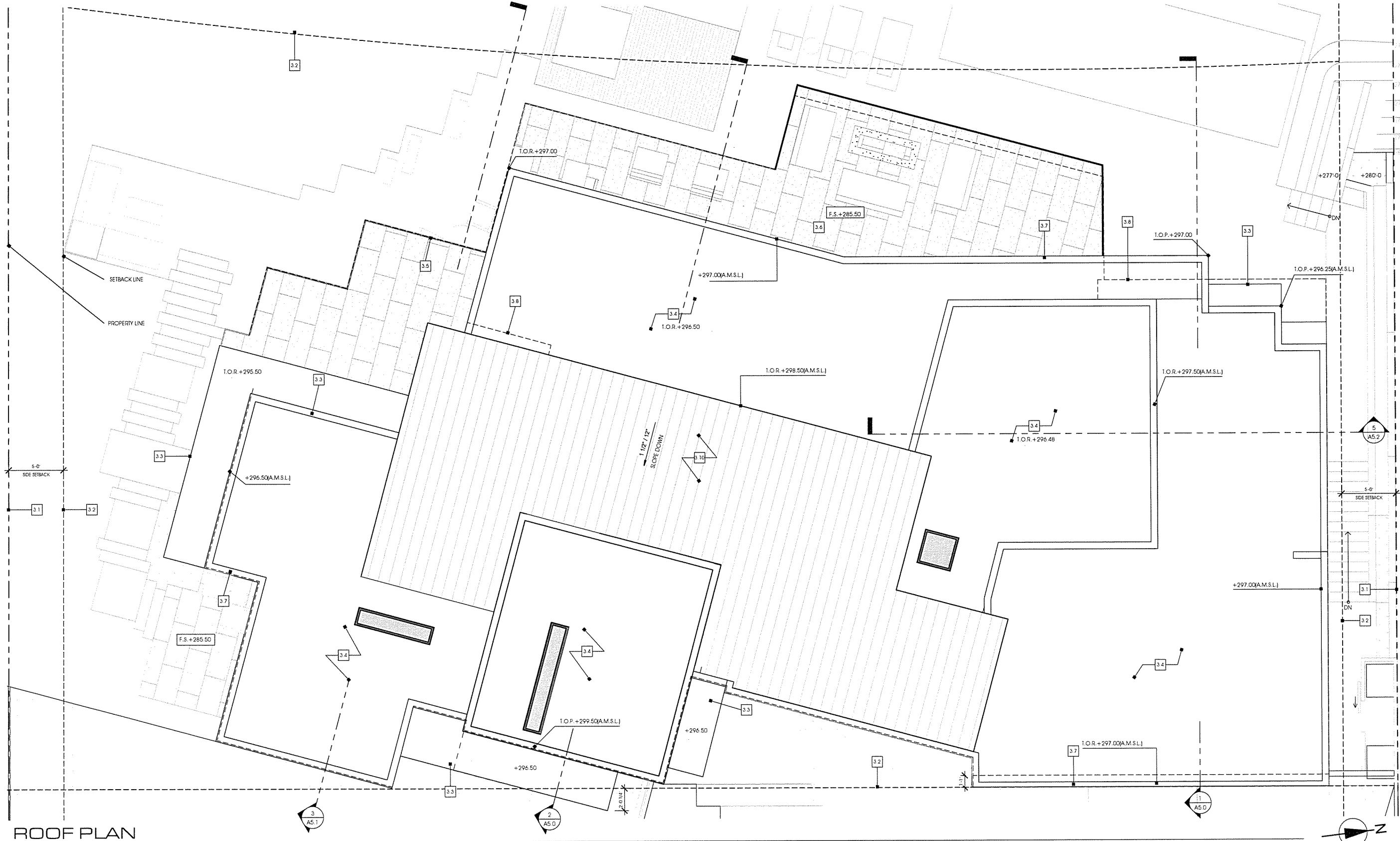
BERTOLINO RESIDENCE
437 MARYVIEW DR SOLANA
BEACH, CA

REVISIONS
04/29/2021 1ST DRP/SDP REVIEW
08/19/2021 2ND DRP/SDP REVIEW
11/01/2021 3RD DRP/SDP REVIEW
02/02/2022 4TH DRP/SDP REVIEW
05/31/2022 PLAN CHANGE DRP/SDP
11/21/2022 CITY COUNCIL SET

PHASE
PLANNING SET
DATE
2021-11-01
JOB NO.
20-04

ROOF PLAN

A3.0



ROOF PLAN

1/4" = 1'-0"

KEYNOTE

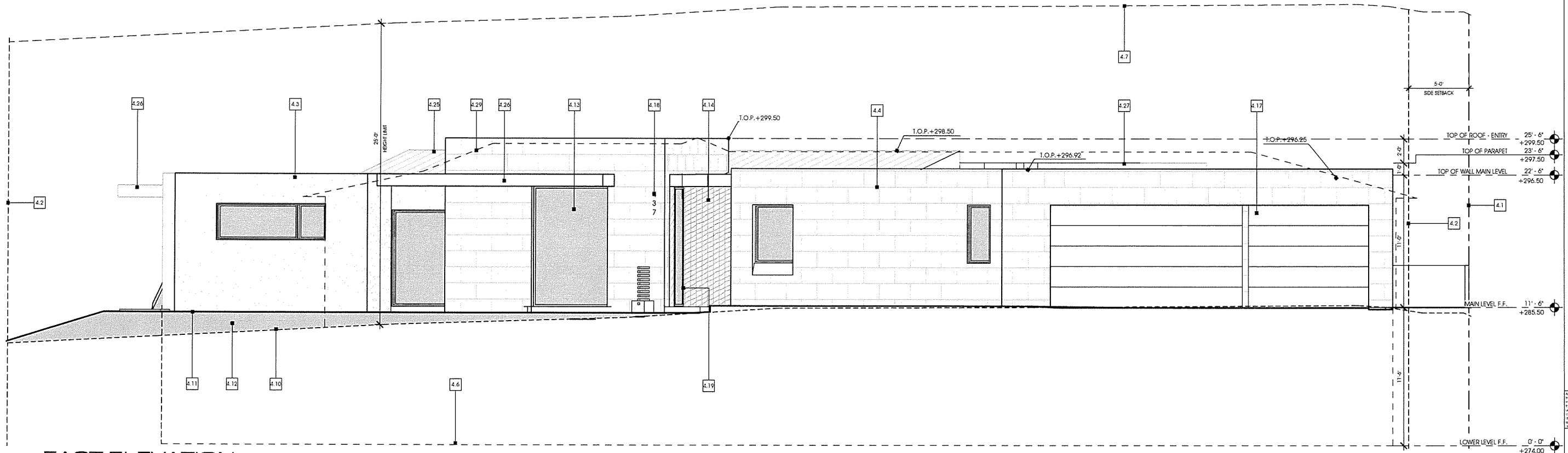
- 3.1 PROPERTY LINE, TYP.
- 3.2 SETBACK LINE, TYP.
- 3.3 OVERHANG
- 3.4 FLAT ROOF
- 3.5 GLASS GUARDRAIL BELOW
- 3.6 TILE DECK BELOW
- 3.7 PARAPET WALL
- 3.8 LINE OF WALL BELOW
- 3.10 STANDING SEAM METAL ROOF

REVISIONS
04/29/2021 1ST DRP/SDP REVIEW
08/19/2021 2ND DRP/SDP REVIEW
11/01/2021 3RD DRP/SDP REVIEW
02/02/2022 4TH DRP/SDP REVIEW
05/31/2022 PLAN CHANGE DRP/SDP
11/21/2022 CITY COUNCIL SET

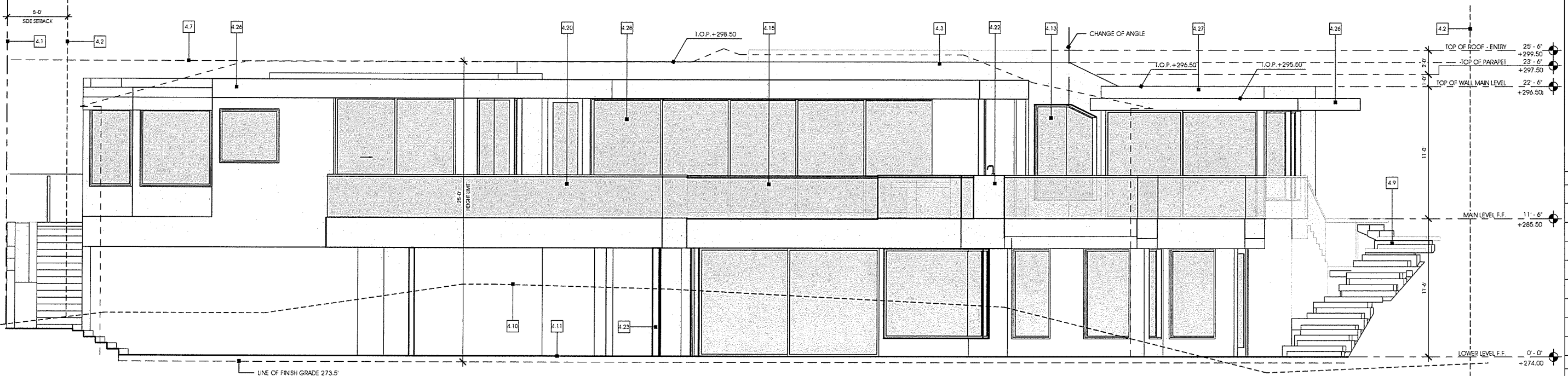
PHASE
PLANNING SET
DATE
2021-11-01
JOB NO.
20-04

BUILDING
EXTERIOR
ELEVATIONS

A4.0



1 EAST ELEVATION
1/4" = 1'-0"



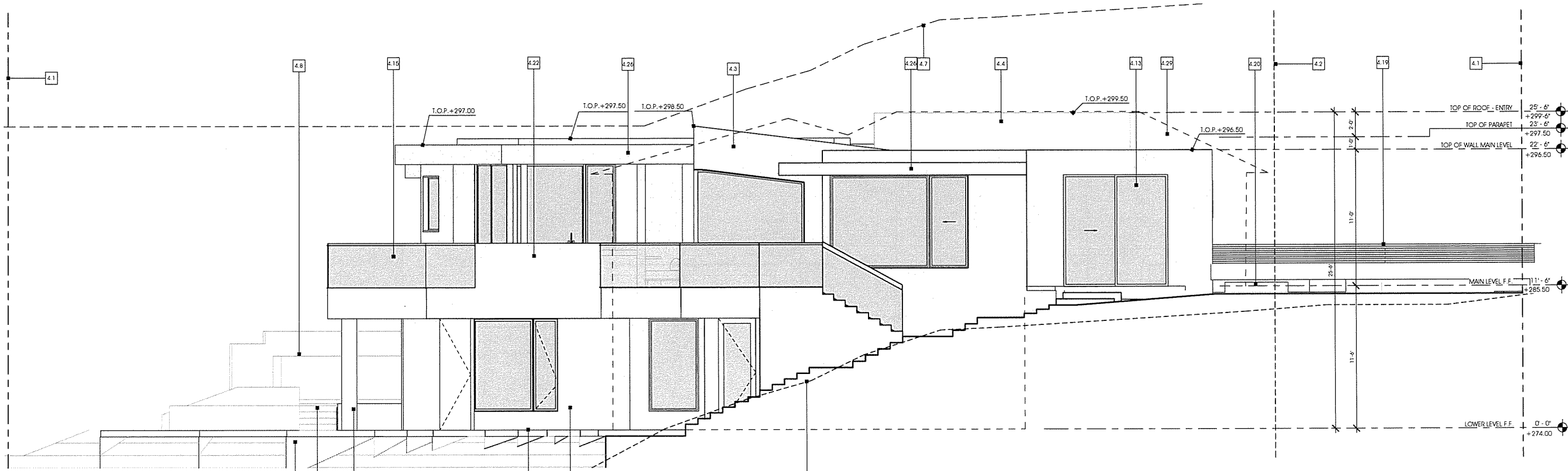
2 WEST ELEVATION
1/4" = 1'-0"

KEYNOTE			
4.1	PROPERTY LINE, TYP.	4.12	FILL TYP.
4.2	SETBACK LINE, TYP.	4.13	WINDOW/ DOOR TYP.
4.3	STUCCO FINISH, PER ARCHITECT	4.14	ENTRY DOOR
4.4	STONE VENEER	4.15	42" HIGH GLASS GUARDRAIL
4.6	LINE OF LOWER LEVEL	4.17	GARAGE DOOR
4.7	LINE OF 25'-0" HEIGHT LIMIT FROM LOWER OF EXISTING OR PROPOSED GRADE	4.18	ADDRESS NUMBERS, PER CITY STANDARD
4.9	SITE STAIR PER CIVIL/LANDSCAPE PLANS	4.19	FENCE AND GATE PER PLAN AND LANDSCAPE PLAN
4.10	LINE OF EXISTING GRADE AT BUILDING LINE	4.20	FIREPIT
4.11	LINE OF PROPOSED GRADE AT BUILDING LINE	4.22	BBSQ
4.23	SUPPORT COLUMNS	4.25	METAL ROOF, PER ROOF PLAN
4.26	OVERHANG	4.27	PARAPEL WALL
4.28	LIFT AND SLIDE DOOR	4.29	LINE OF EXISTING RESIDENCE TO BE DEMOLISHED

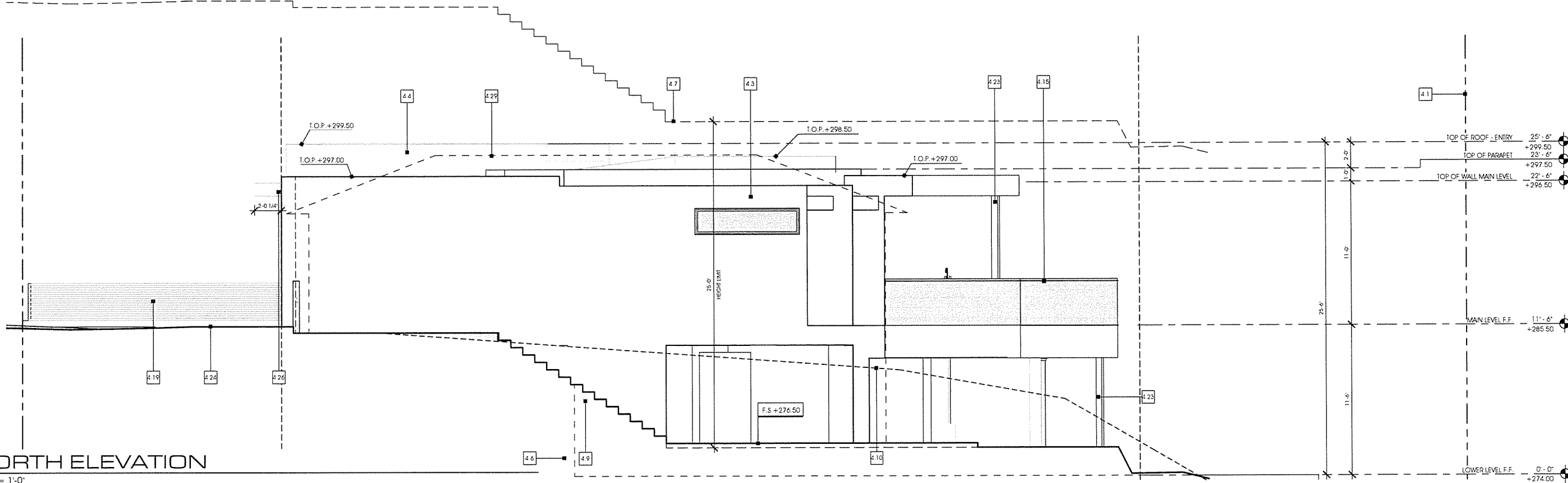
REVISIONS
04/29/2021 1ST DRP/SDP REVIEW
08/19/2021 2ND DRP/SDP REVIEW
11/01/2021 3RD DRP/SDP REVIEW
02/02/2022 4TH DRP/SDP REVIEW
05/31/2022 PLAN CHANGE DRP/SDP
11/21/2022 CITY COUNCIL SET

PHASE
PLANNING SET
DATE
2021-11-01
JOB NO.
20-04

BUILDING
EXTERIOR
ELEVATIONS



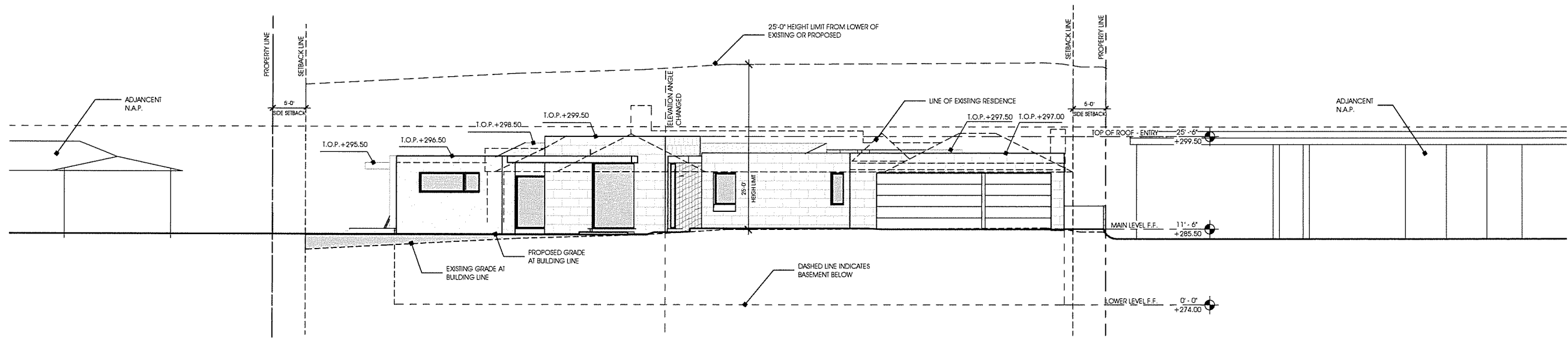
3 SOUTH ELEVATION
1/4" = 1'-0"



4 NORTH ELEVATION
1/4" = 1'-0"

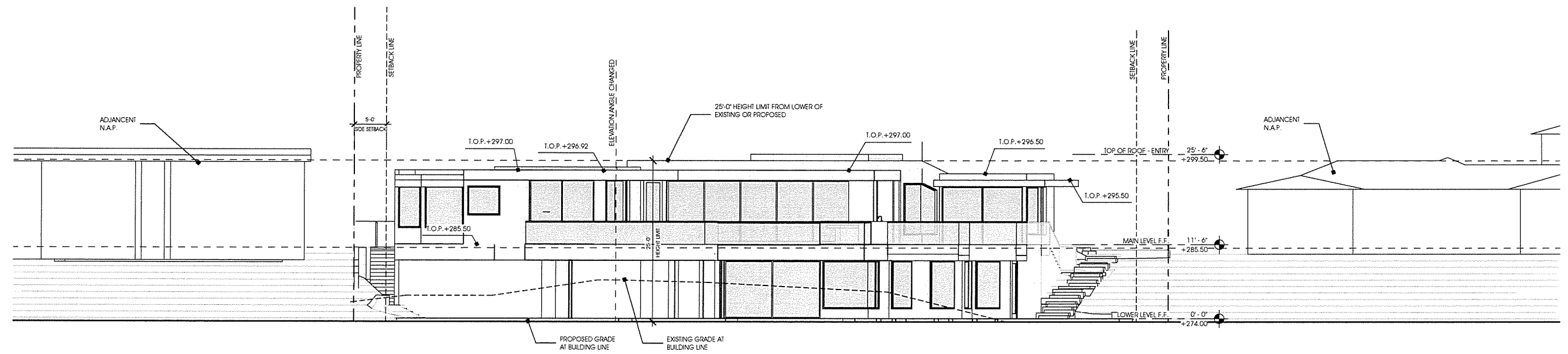
KEYNOTE

4.1	PROPERTY LINE, TYP.	4.11	LINE OF PROPOSED GRADE AT BUILDING LINE	4.26	OVERHANG
4.2	SETBACK LINE, TYP.	4.13	WINDOW/ DOOR TYP.	4.29	LINE OF EXISTING RESIDENCE TO BE DEMOLISHED
4.3	STUCCO FINISH, PER ARCHITECT	4.15	42" HIGH GLASS GUARDRAIL		
4.4	STONE VENEER	4.19	FENCE AND GATE PER PLAN AND LANDSCAPE PLAN		
4.6	LINE OF LOWER LEVEL	4.20	FIREPIT		
4.7	LINE OF 25'-0" HEIGHT LIMIT FROM LOWER OF EXISTING OR PROPOSED GRADE	4.21	SPA		
4.8	RETAINING WALL PER CIVIL	4.22	BBO		
4.9	SITE STAIR PER CIVIL/LANDSCAPE PLANS	4.23	SUPPORT COLUMNS		
4.10	LINE OF EXISTING GRADE AT BUILDING LINE	4.24	COLUMNS		



EAST ELEVATION WITH NEIGHBOR

1/8" = 1'-0"



WEST ELEVATION WITH NEIGHBOR

1/8" = 1'-0"



7542 FAY AVENUE
LA JOLLA CA 92037
PH: 858.459.0575
EMAIL: eos@eosarc.com

JENNIFER
BOLYN
Architect

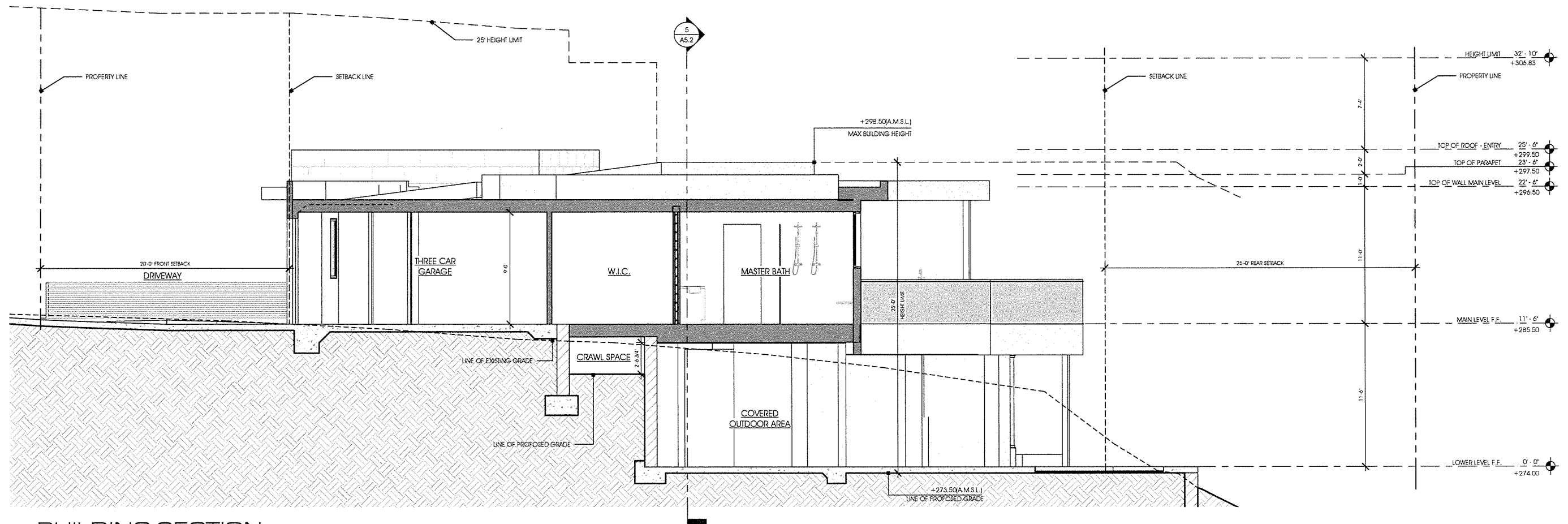
All design, design and programming information, drawings, specifications and other documents prepared by EOS Architecture, Inc. are the property of EOS Architecture, Inc. and shall remain confidential. No part of this document may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written consent of EOS Architecture, Inc.

BERTOLINO RESIDENCE
437 MARVIEW DR SOLANA
BEACH, CA

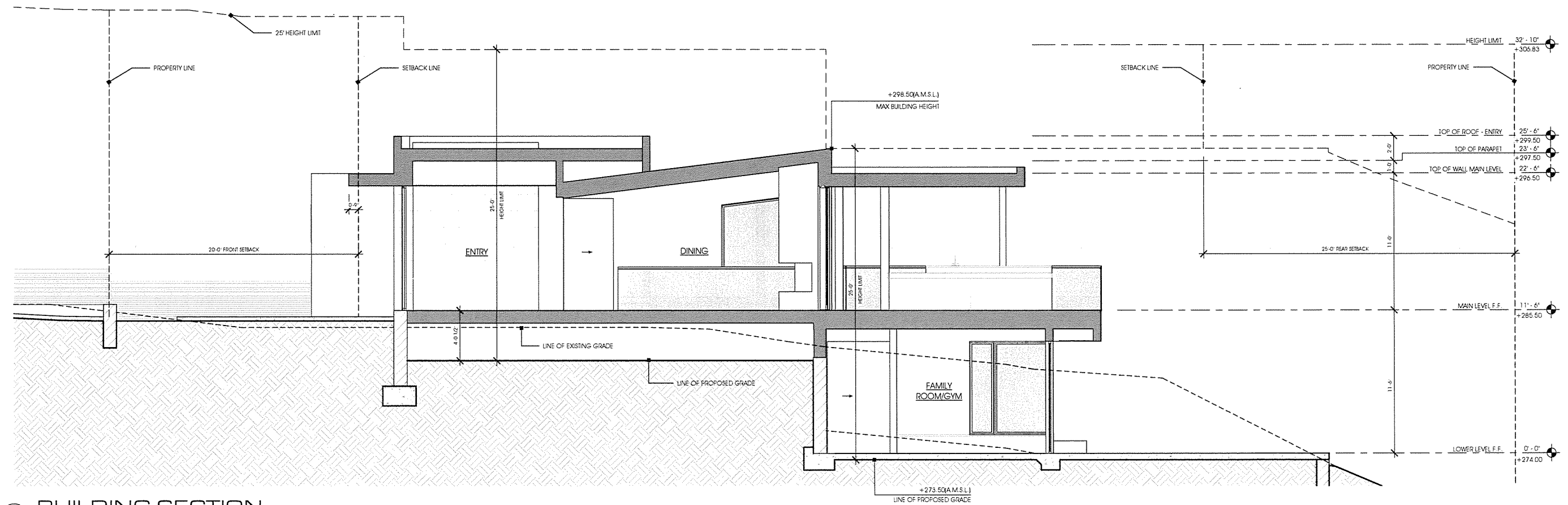
REVISIONS
04/29/2021 1ST DRP/SDP REVIEW
08/19/2021 2ND DRP/SDP REVIEW
11/01/2021 3RD DRP/SDP REVIEW
02/02/2022 4TH DRP/SDP REVIEW
05/31/2022 PLAN CHANGE DRP/SDP
11/21/2022 CITY COUNCIL SET

PHASE PLANNING SET
DATE 2021-11-01
JOB NO. 20-04

ELEVATION WITH
ADJACENT
NEIGHBORS
RESIDENCE



1 BUILDING SECTION
1/4" = 1'-0"

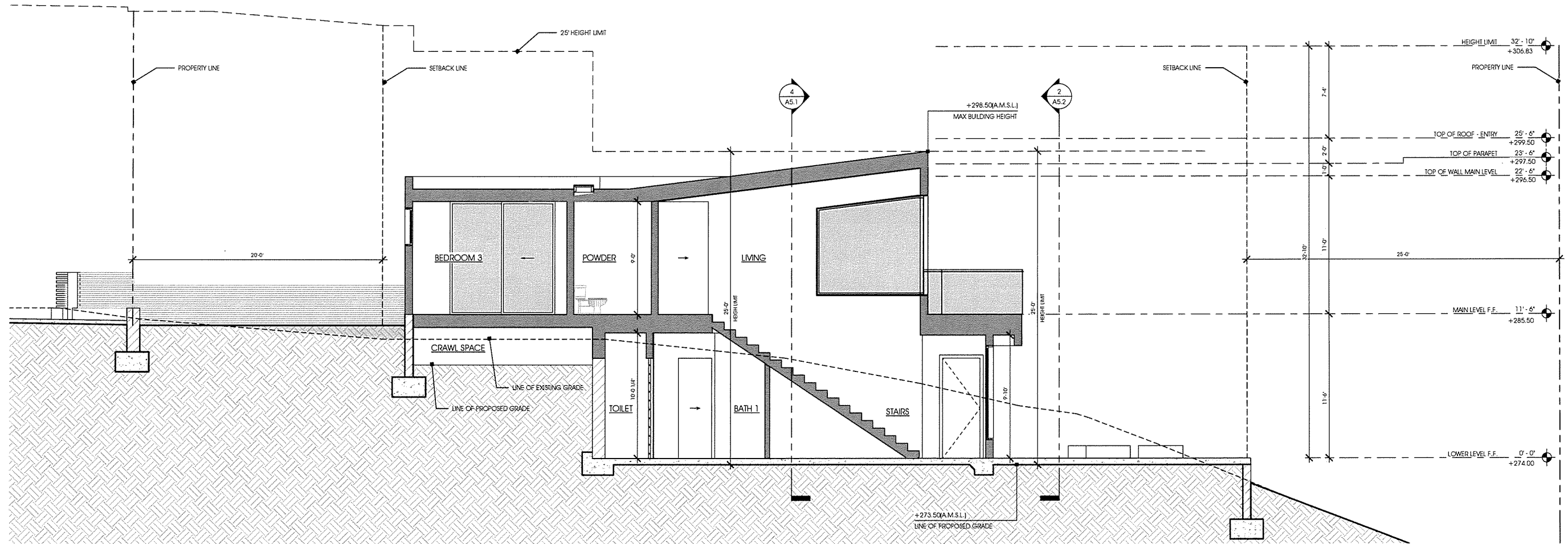


2 BUILDING SECTION
1/4" = 1'-0"

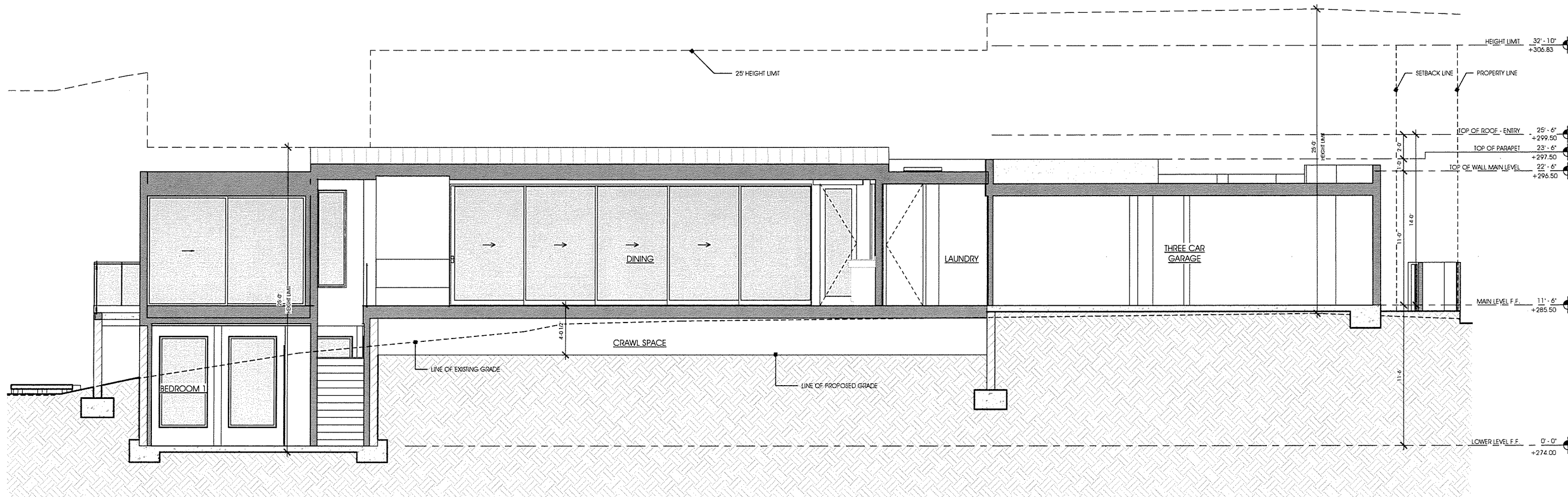
REVISIONS
04/29/2021 1ST DRP/SDP REVIEW
08/19/2021 2ND DRP/SDP REVIEW
11/01/2021 3RD DRP/SDP REVIEW
02/02/2022 4TH DRP/SDP REVIEW
05/31/2022 PLAN CHANGE DRP/SDP
11/21/2022 CITY COUNCIL SET

PHASE
PLANNING SET
DATE
2021-11-01
JOB NO.
20-04

BUILDING SECTIONS



3 BUILDING SECTION
1/4" = 1'-0"



4 BUILDING SECTION
1/4" = 1'-0"

This drawing is the property of EOS Architecture, Inc. and is to be used only for the project and site identified herein. It is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written consent of EOS Architecture, Inc. The user of this drawing shall be deemed to have accepted the responsibility for any errors or omissions and shall hold EOS Architecture, Inc. harmless from and against all claims, damages, and expenses, including reasonable attorneys' fees, that may be incurred by any third party as a result of the use of this drawing.

BERTOLINO RESIDENCE
437 MARVIEW DR SOLANA
BEACH, CA

REVISIONS
04/29/2021 1ST DRP/SDP REVIEW
08/19/2021 2ND DRP/SDP REVIEW
11/01/2021 3RD DRP/SDP REVIEW
02/02/2022 4TH DRP/SDP REVIEW
05/31/2022 PLAN CHANGE DRP/SDP
11/21/2022 CITY COUNCIL SET

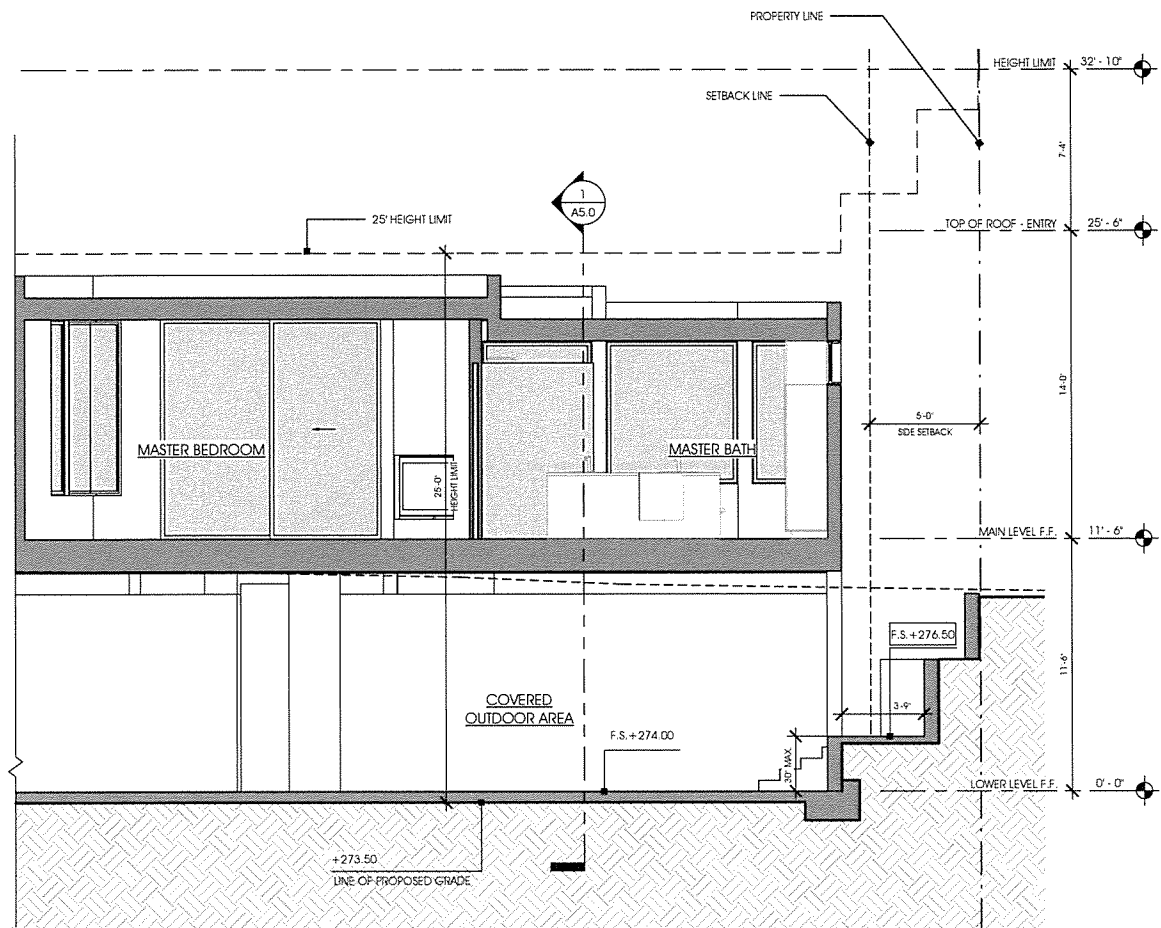
PHASE
PLANNING SET

DATE
2021-11-01

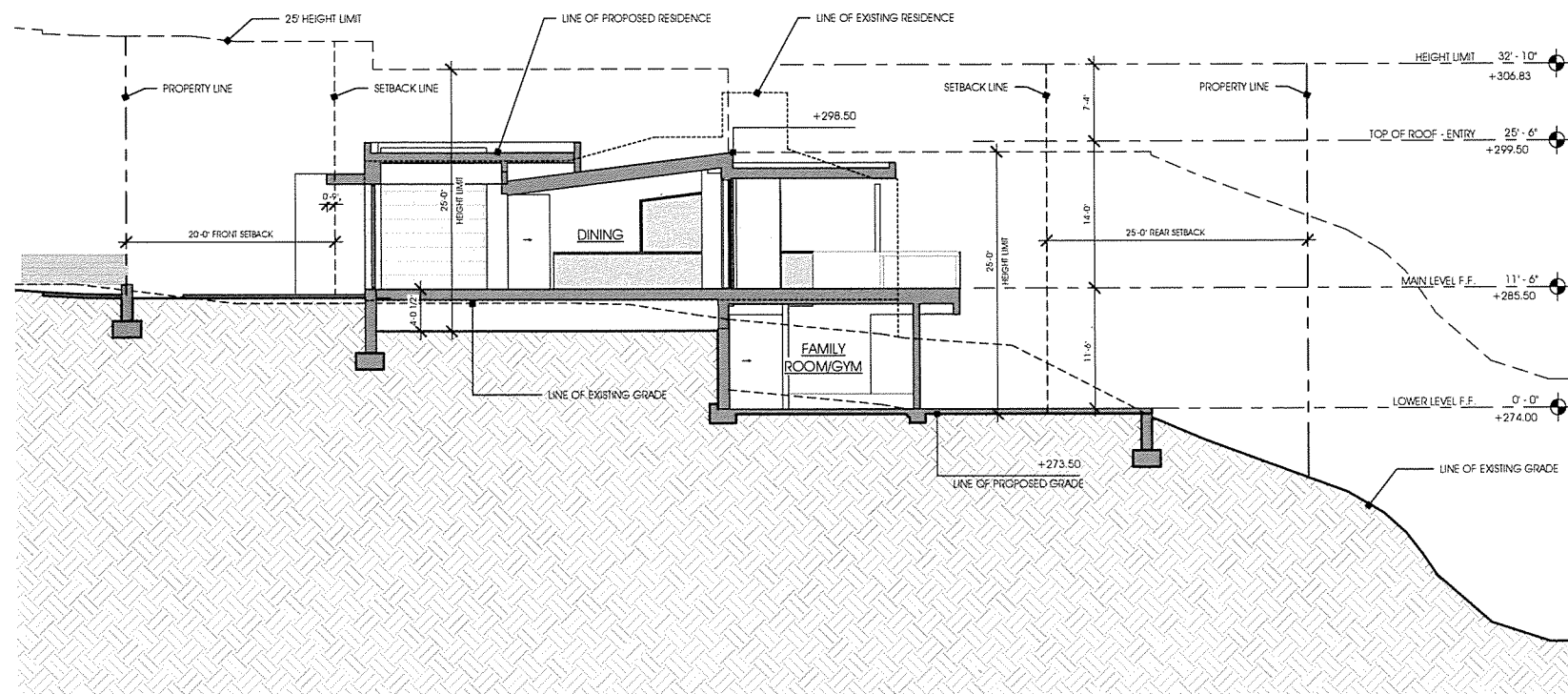
JOB NO.
20-04

BUILDING
SECTIONS

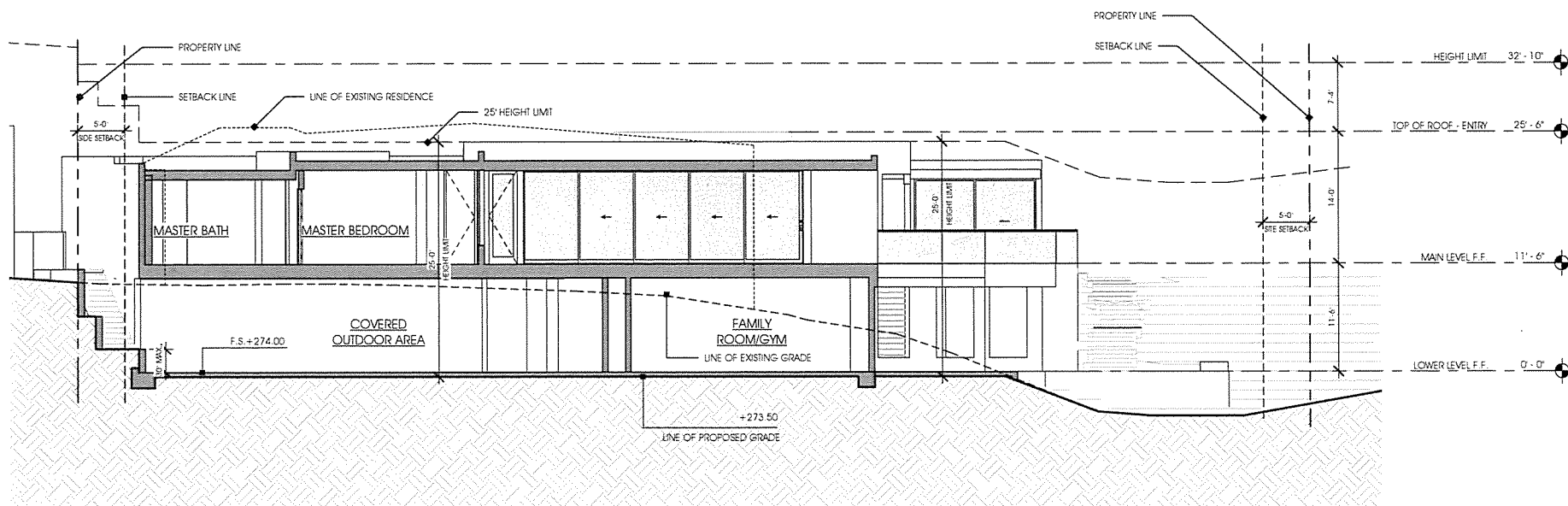
A5.1



5 BUILDING SECTION
1/4" = 1'-0"



1 SITE SECTION
1/8" = 1'-0"



2 SITE SECTION
1/8" = 1'-0"

REVISIONS
04/29/2021 1ST DRP/SDP REVIEW
08/19/2021 2ND DRP/SDP REVIEW
11/01/2021 3RD DRP/SDP REVIEW
02/02/2022 4TH DRP/SDP REVIEW
05/31/2022 PLAN CHANGE DRP/SDP
11/21/2022 CITY COUNCIL SET

PHASE
PLANNING SET
DATE
2021-11-01
JOB NO.
20-04

SECTION/ SITE SECTIONS

REVISIONS

04/29/2021	1ST DRP/SDP REVIEW
08/19/2021	2ND DRP/SDP REVIEW
11/01/2021	3RD DRP/SDP REVIEW
02/02/2022	4TH DRP/SDP REVIEW
05/31/2022	PLAN CHANGE DRP/SDP
11/21/2022	CITY COUNCIL SET

PHASE

PLANNING SET

DATE

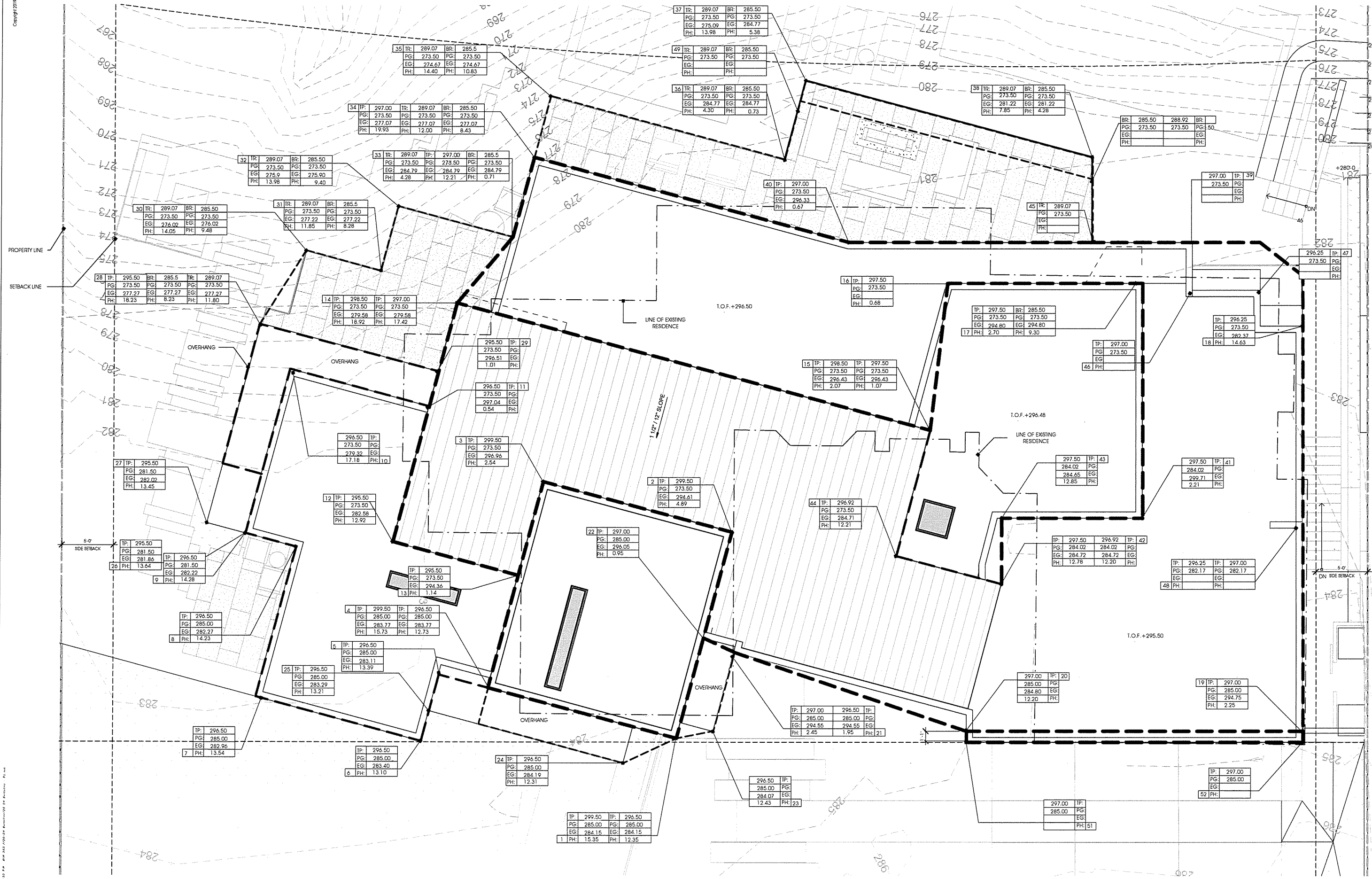
2021-11-01

JOB NO.

20-04

STORY POLE PLAN
REVISED

A6.0



STORY POLE PLAN

1/4" = 1'-0"

REVISIONS

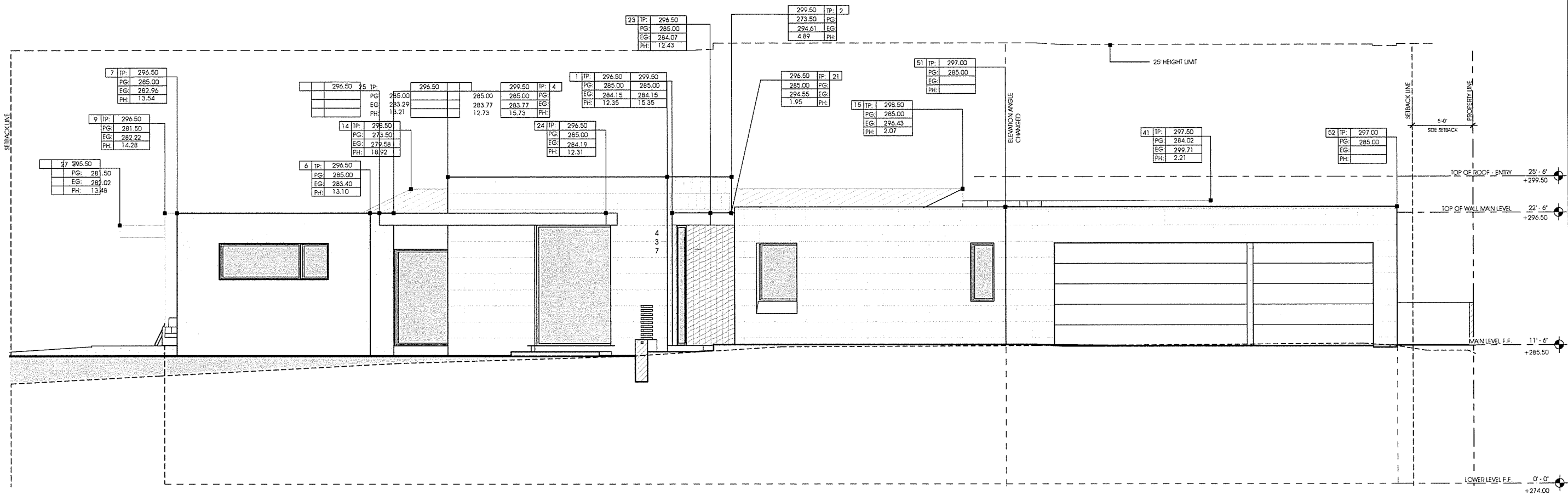
04/29/2021	1ST DRP/SDP REVIEW
08/19/2021	2ND DRP/SDP REVIEW
11/01/2021	3RD DRP/SDP REVIEW
02/02/2022	4TH DRP/SDP REVIEW
05/31/2022	PLAN CHANGE DRP/SDP
11/21/2022	CITY COUNCIL SET

PHASE
PLANNING SET

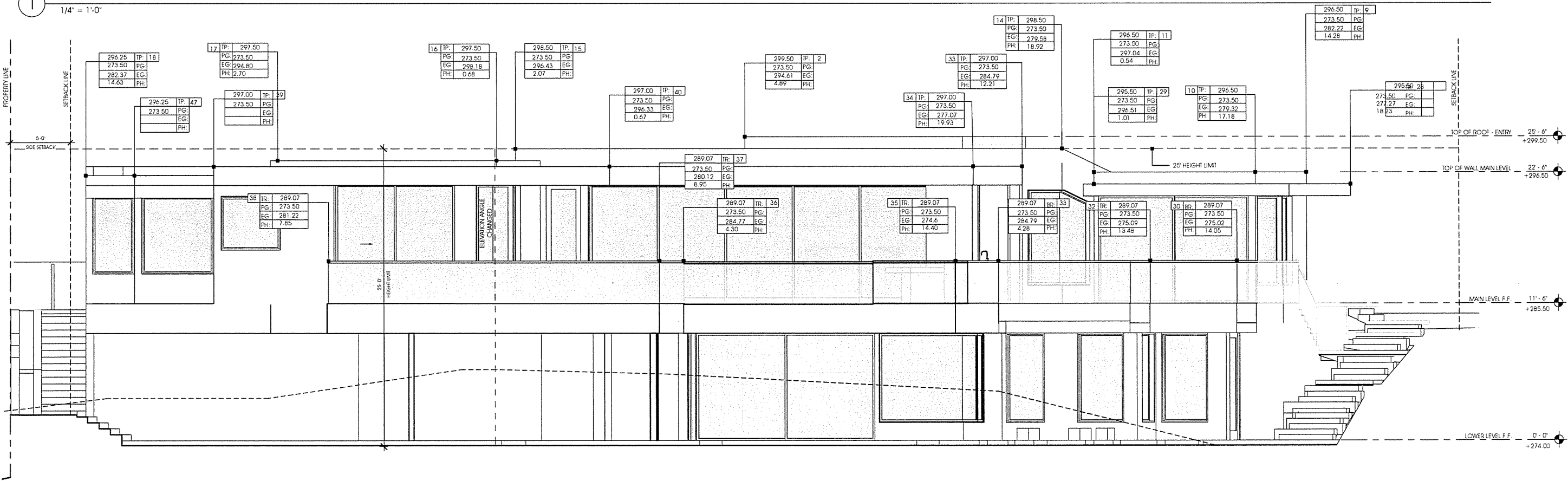
DATE
2021-11-01

JOB NO.
20-04

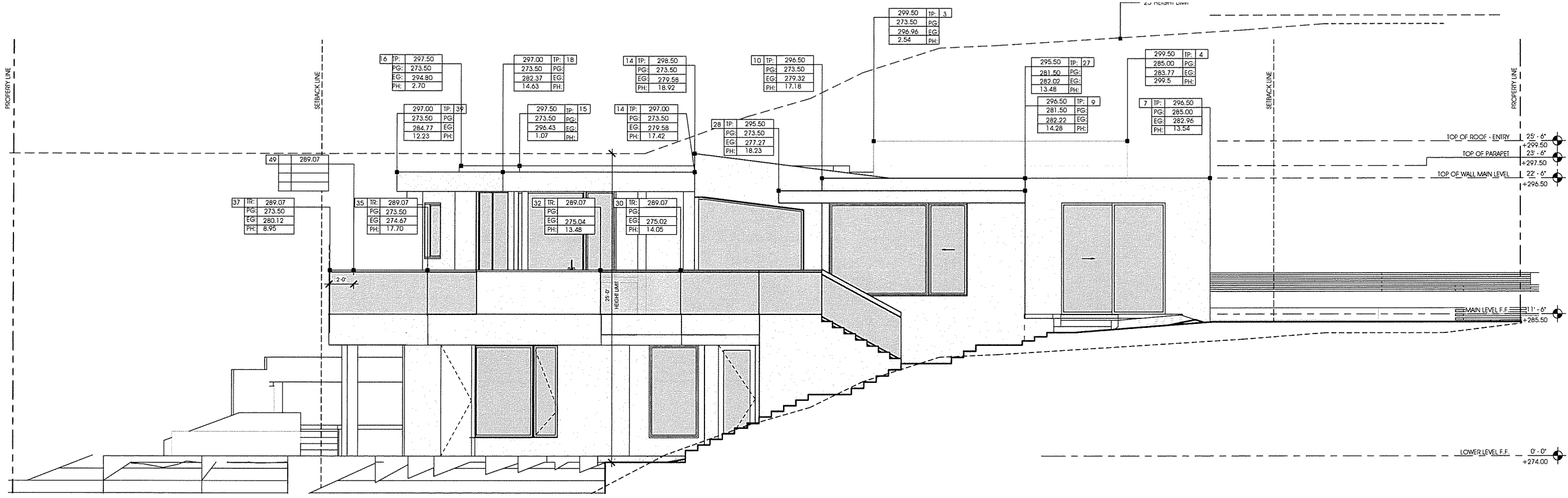
STORY POLE
ELEVATIONS



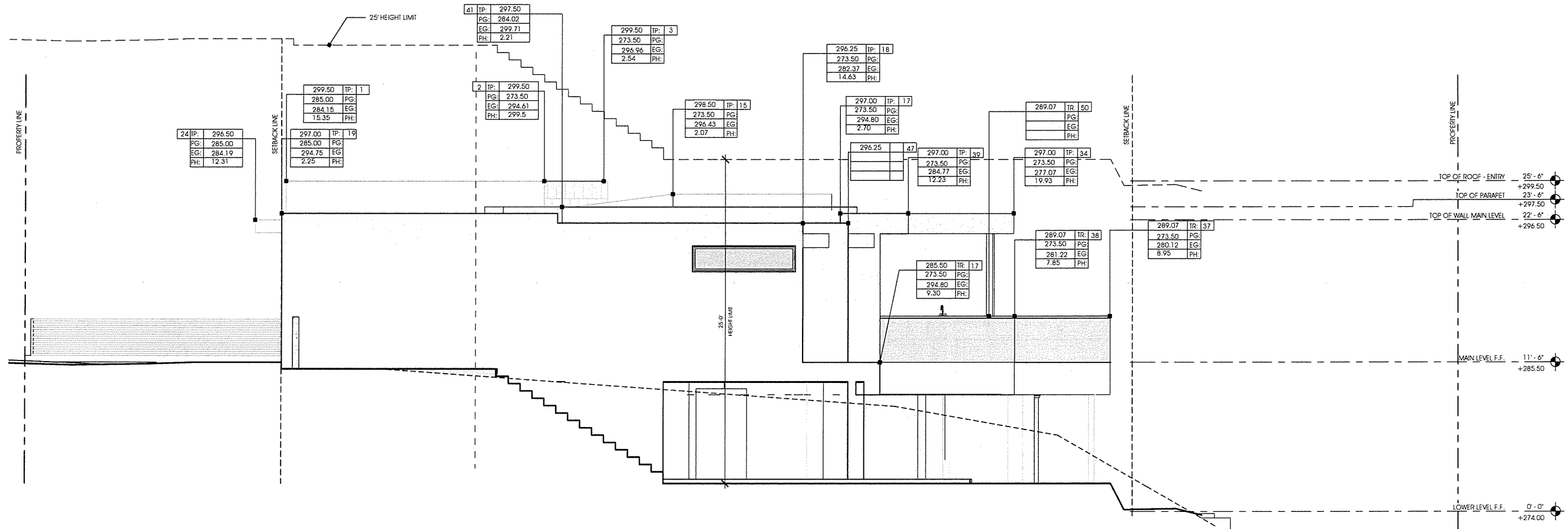
1 STORY POLE - EAST ELEVATION
1/4" = 1'-0"



2 STORY POLE - WEST ELEVATION
1/4" = 1'-0"



3 STORY POLE - SOUTH ELEVATION
1/4" = 1'-0"



4 STORY POLE - NORTH ELEVATION
1/4" = 1'-0"

REVISIONS

04/29/2021	1ST DRP/SDP REVIEW
08/19/2021	2ND DRP/SDP REVIEW
11/01/2021	3RD DRP/SDP REVIEW
02/02/2022	4TH DRP/SDP REVIEW
05/31/2022	PLAN CHANGE DRP/SDP
11/21/2022	CITY COUNCIL SET

PHASE
PLANNING SET

DATE
2021-11-01

JOB NO.
20-04

STORY POLE
ELEVATIONS



FRONT VIEW



FRONT VIEW



FRONT VIEW



7542 FAY AVENUE
LA JOLLA CA 92037
PH: 858.459.0575
EMAIL: eos@eosarc.com

JENNIFER
BOLYN
Architect

All data, designs, and programs indicated on these drawings are the property of EOS Architecture, Inc. and are not to be used, copied, or reproduced in any form without the express written consent of the architect. There shall be no charge or liability for reproduction or use of these drawings without the written consent of the architect.

BERTOLINO RESIDENCE
437 MARVIEW DR SOLANA
BEACH, CA

REVISIONS
04/29/2021 1ST DRP/SDP REVIEW
08/19/2021 2ND DRP/SDP REVIEW
11/01/2021 3RD DRP/SDP REVIEW
02/02/2022 4TH DRP/SDP REVIEW
05/31/2022 PLAN CHANGE DRP/SDP
11/21/2022 CITY COUNCIL SET

PHASE
PLANNING SET
DATE
2021-11-01
JOB NO.
20-04

MAIN RESIDENCE
3D VIEWS

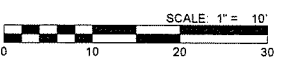
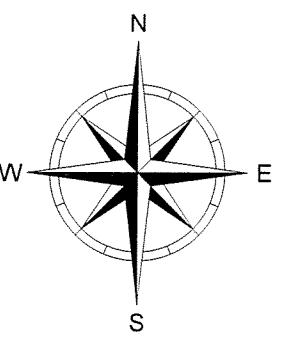
A7.0

LEGEND

- FOUND & ACCEPTED SURVEY MONUMENT AS NOTED
- FOUND 1" IRON PIPE & CONCRETE (DISK MISSING), DOWN ±6" BELOW EDGE OF WOOD FENCE, ACCEPTED AS MONUMENT AT SOUTHEAST CORNER OF LOT 24, MAP 2829 PER PS 1977. AFFIXED ALUMINUM CAP STAMPED "PLS 8548" & INSTALLED ACCESS LID.
- FOUND 1/2" PIN (CAP MISSING, SEVERELY CORRODED), DOWN ±2". ACCEPTED AS MONUMENT AT SOUTHWEST CORNER OF LOT 24, MAP 2829 PER PS 1977. REPLACED WITH 1"x18" IRON PIPE & ALUMINUM CAP STAMPED "PLS 8548", UP ±2".

- PROPERTY BOUNDARY
- RIGHT-OF-WAY LINE
- CENTERLINE
- - - ADJOINING PROPERTY LINE
- - - TIE LINE / RADIAL LINE / REFERENCE LINE
- ▬ BUILDING FOOTPRINT
- ▬ ROOF RIDGE / EAVE
- ▬ WOOD FENCE
- ▬ CHAIN LINK FENCE
- ▬ GATE
- ▬ RETAINING WALL
- ▬ FLOWLINE
- ▬ INDEX CONTOUR LINE
- ▬ INTERMEDIATE CONTOUR LINE
- ▬ POWER LINE (OVERHEAD)
- ▬ COMMUNICATIONS LINE (OVERHEAD)
- ▬ GAS LINE
- ▬ SEWER LINE
- ▬ WATER LINE
- ▬ APPROX. DRIPLINE OF TREES
- ▬ APPROX. EDGE OF BRUSH
- ▬ POWER POLE
- ▬ STREET LIGHT
- ▬ ELECTRIC METER
- ▬ GAS METER
- ▬ SEWER MANHOLE
- ▬ WATER VALVE
- ▬ FIRE HYDRANT
- ▬ WATER METER
- ▬ MAILBOX
- ▬ DECIDUOUS TREE (APPROX. TRUNK DIAMETER)
- ▬ PALM TREE (APPROX. TRUNK DIAMETER)
- FS±150.00 → FINISHED SURFACE ELEVATION
- GS±150.00 → GROUND SURFACE ELEVATION
- TS±150.00 → GROUND ELEVATION AT TOP OF WALL
- BS±150.00 → GROUND ELEVATION AT BOTTOM OF WALL
- FL±150.00 → FLOWLINE ELEVATION
- ST±150.00 → TOP OF STEP ELEVATION
- FF±150.00 → FINISHED FLOOR ELEVATION
- DS±150.00 → DECK SURFACE ELEVATION
- RF±150.00 → TOP OF ROOF ELEVATION
- CH±150.00 → TOP OF CHIMNEY ELEVATION
- SA±150.00 → TOP OF SPARK ARRESTOR ELEVATION

- ▬ ASPHALT SURFACE
- ▬ CONCRETE SURFACE
- ▬ BRICK SURFACE
- ▬ GRAVEL SURFACE
- ▬ WOOD DECK SURFACE



SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT.

Blake E. Torgersen
BLAKE E. TORGENSEN, PLS 8548

7-15-2020
DATE



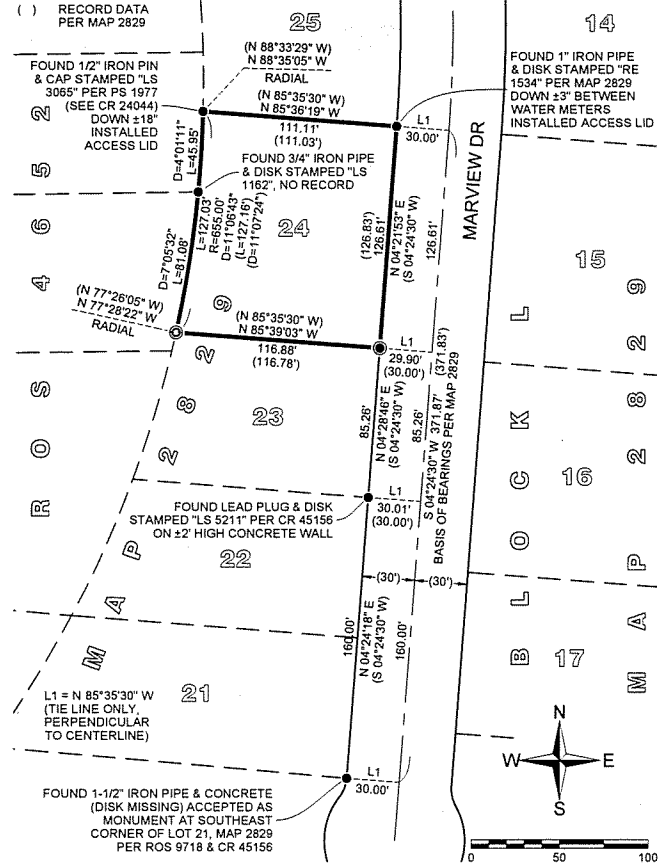
NARRATIVE

1. THE BASIS OF BEARINGS FOR THIS SURVEY IS S 4°24'30" W ALONG THE CENTERLINE OF MARVIEW DRIVE, AS SHOWN ON MAP 2829.
2. THE SURVEYED PROPERTY BOUNDARIES SHOWN HEREON ARE BASED ON A FIELD SURVEY. RECORD DIMENSIONS MAY VARY. ADJOINING PROPERTY BOUNDARIES SHOWN HEREON (SEE LEGEND) ARE BASED ON RECORD DATA, AND HAVE NOT BEEN FIELD VERIFIED.
3. ELEVATIONS SHOWN HEREON ARE BASED ON CITY OF SOLANA BEACH SURVEY CONTROL STATION "ENC-43" (PT. NO. 2012), A 3.5" NGS DISK IN HEADWALL 0.2 MILES NORTH OF SOLANA VISTA DRIVE ON THE EAST SIDE OF NORTHBOUND HIGHWAY 101, PER ROS 18971. NAVD-88 ELEV = 34.670'
4. THE LOCATIONS OF UNDERGROUND UTILITY LINES AND/OR STRUCTURES AS SHOWN HEREON ARE BASED ON OBSERVED ABOVE GROUND EVIDENCE ONLY. NO RECORD UTILITY PLANS WERE PROVIDED TO OR OBTAINED BY THE SURVEYOR. NO EXCAVATIONS WERE MADE DURING THE COURSE OF THIS SURVEY TO LOCATE UNDERGROUND UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL UNDERGROUND UTILITIES MAY EXIST.
5. DIMENSIONS SHOWN HEREON BETWEEN BUILDINGS AND PROPERTY BOUNDARIES ARE MEASURED PERPENDICULAR OR RADIAL TO PROPERTY BOUNDARY, AND ARE BASED ON EXTERIOR FACE OF BUILDING FACADE AT THE GROUND FLOOR (EXCLUDING TRIM, BATTENS, OR MINOR PROTRUSIONS).
6. DIMENSIONS SHOWN HEREON BETWEEN FENCELINES AND PROPERTY BOUNDARIES ARE MEASURED PERPENDICULAR OR RADIAL TO PROPERTY BOUNDARY, AND ARE BASED ON THE APPROXIMATE CENTERLINE OF FENCE (INCLUDING POSTS AND SLATS).

ABBREVIATED LEGAL DESCRIPTION

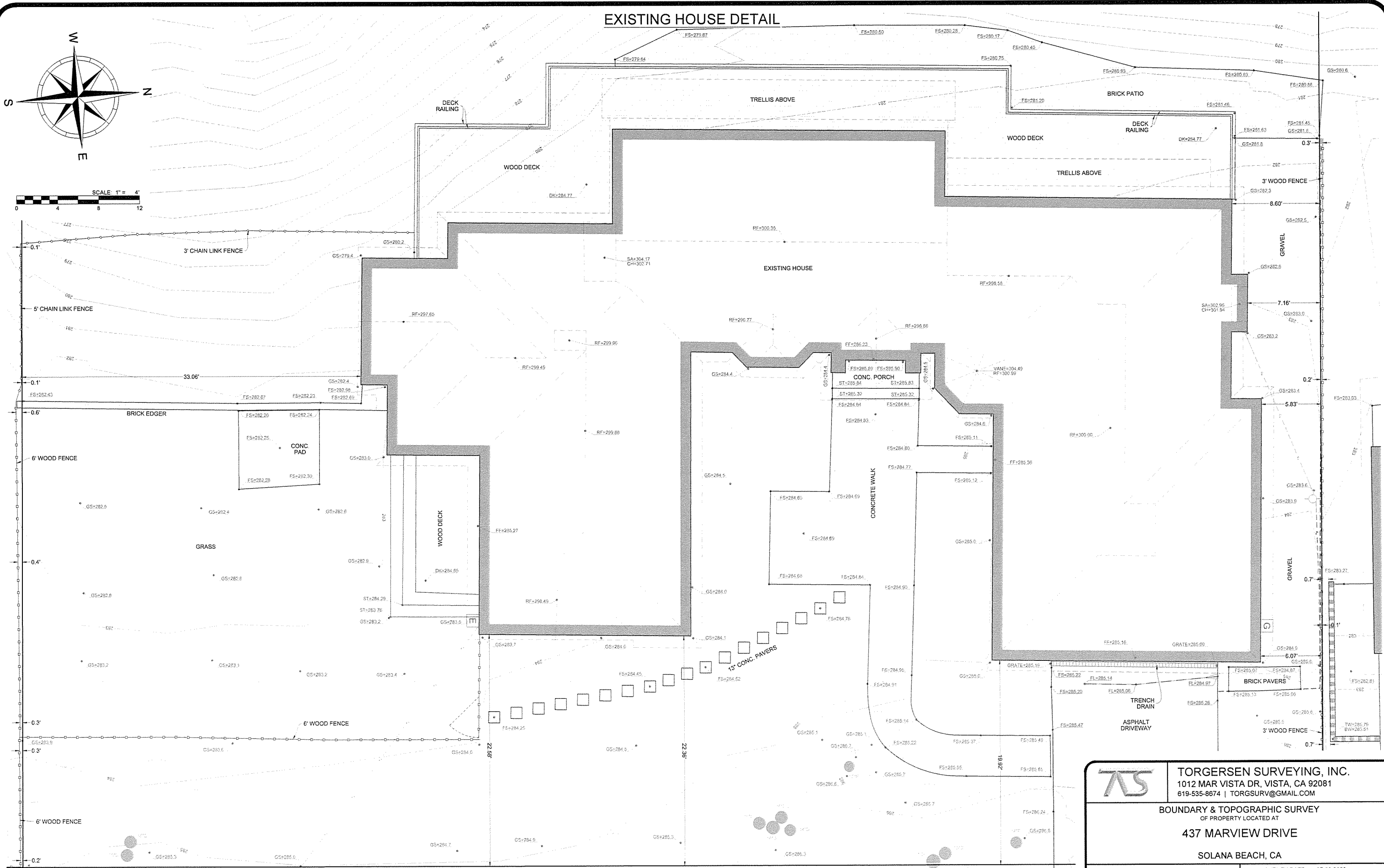
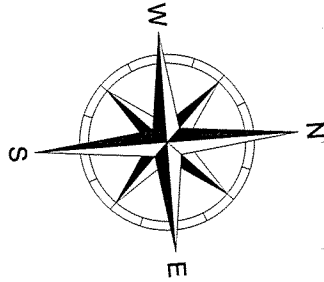
LOT 24 OF BLOCK "L", MARVIEW HEIGHTS UNIT NO. 4, ACCORDING TO MAP THEREOF NO. 2829

SURVEY CONTROL DETAIL



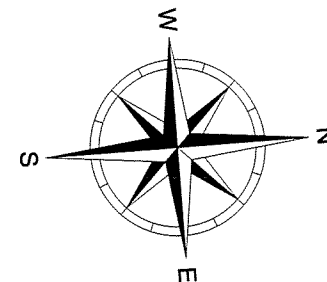
TORGENSEN SURVEYING, INC. 1012 MAR VISTA DR, VISTA, CA 92081 619-535-8674 TORGSURV@GMAIL.COM	
BOUNDARY & TOPOGRAPHIC SURVEY OF PROPERTY LOCATED AT 437 MARVIEW DRIVE SOLANA BEACH, CA	
APN: 263-160-44 REFERENCE: MAP 2829	SURVEY DATE: 07-09-2020 DRAWING DATE: 07-15-2020
JOB # 2012	SHEET 1 OF 3

EXISTING HOUSE DETAIL

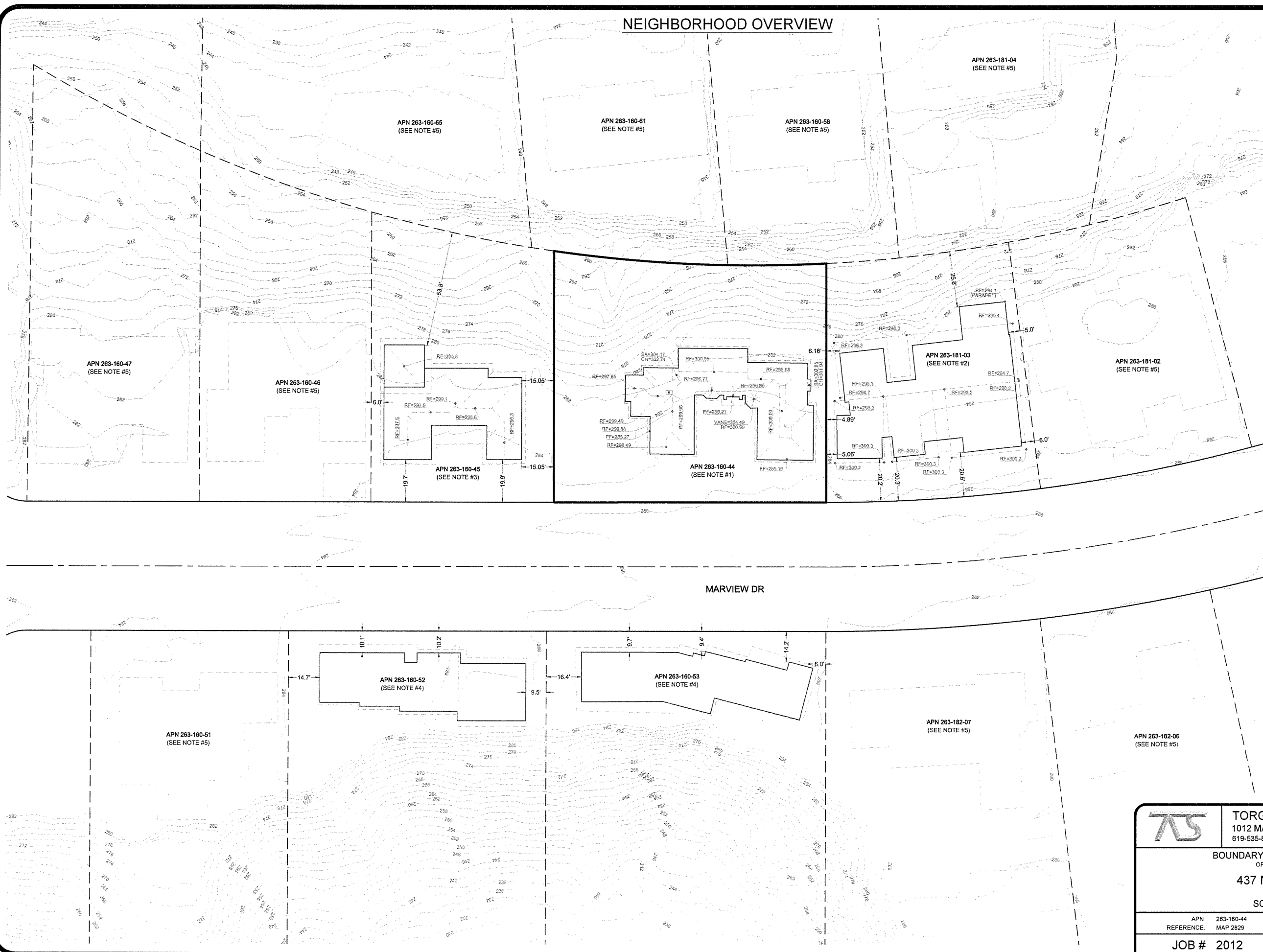


	TORGENSEN SURVEYING, INC. 1012 MAR VISTA DR, VISTA, CA 92081 619-535-8674 TORGSURV@GMAIL.COM	
	BOUNDARY & TOPOGRAPHIC SURVEY OF PROPERTY LOCATED AT 437 MARVIEW DRIVE SOLANA BEACH, CA	
APN 263-160-44 REFERENCE MAP 2829	SURVEY DATE 07-09-2020 DRAWING DATE 07-15-2020	JOB # 2012 SHEET 2 OF 3

NEIGHBORHOOD OVERVIEW



SCALE: 1" = 20'
0 20 40 60



NOTES

1. THE BUILDING FOOTPRINT ON THE SURVEYED PARCEL (APN 263-160-44) WAS LOCATED BY DIRECT MEASUREMENT IN THE FIELD (ESTIMATED HORIZONTAL ACCURACY ±0.03'). THE ROOF EAVES AND RIDGE LINES ON THE SURVEYED PARCEL WERE LOCATED REMOTELY USING REFLECTORLESS DISTANCE MEASUREMENT (ESTIMATED HORIZONTAL AND VERTICAL ACCURACY ±0.10').
2. THE BUILDING FOOTPRINT AND ROOF LINES ON APN 263-161-03 WERE LOCATED REMOTELY USING REFLECTORLESS DISTANCE MEASUREMENT (ESTIMATED HORIZONTAL ACCURACY ±0.05', ESTIMATED VERTICAL ACCURACY ±0.10').
3. THE BUILDING FOOTPRINT AND ROOF RIDGE LINES ON APN 263-160-45 WERE LOCATED REMOTELY USING REFLECTORLESS DISTANCE MEASUREMENT (ESTIMATED HORIZONTAL ACCURACY ±0.05', ESTIMATED VERTICAL ACCURACY ±0.10'). ROOF EAVE LINES ON SAID PARCEL ARE BASED ON GIS DATA OBTAINED FROM SANDAG (BUILDING OUTLINES DATASET) WITH LIMITED FIELD VERIFICATION (ESTIMATED HORIZONTAL ACCURACY ±1.0').
4. THE BUILDING FOOTPRINTS ON APN 263-160-52 AND APN 263-160-53 (EXCLUDING THE EASTERLY BUILDING LINES) WERE LOCATED REMOTELY USING REFLECTORLESS DISTANCE MEASUREMENT (ESTIMATED HORIZONTAL ACCURACY ±0.05'). THE EASTERLY BUILDING LINES AND THE ROOF OUTLINES ON SAID PARCELS ARE BASED ON GIS DATA OBTAINED FROM SANDAG (BUILDING OUTLINES DATASET) WITH LIMITED FIELD VERIFICATION (ESTIMATED HORIZONTAL ACCURACY ±1.0').
5. ALL ROOF OUTLINES ON ALL ADJOINING PARCELS NOT SPECIFICALLY LISTED ABOVE ARE BASED ON GIS DATA OBTAINED FROM SANDAG (BUILDING OUTLINES DATASET) WITH NO FIELD VERIFICATION (ESTIMATED HORIZONTAL ACCURACY ±2.0').
6. GROUND ELEVATION CONTOUR LINES SHOWN ON THIS SHEET ARE BASED ON GIS DATA OBTAINED FROM SANDAG (2014 2FT TOPOGRAPHICAL DATASET), AND HAVE NOT BEEN FIELD VERIFIED. SEE SHEETS 1 & 2 FOR DETAILED SURVEY QUALITY GROUND ELEVATION INFORMATION ON THE SURVEYED PARCEL.

MARVIEW DR

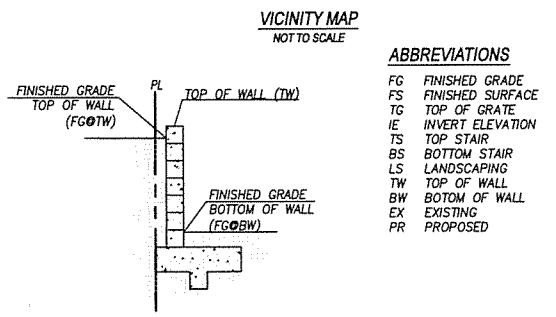
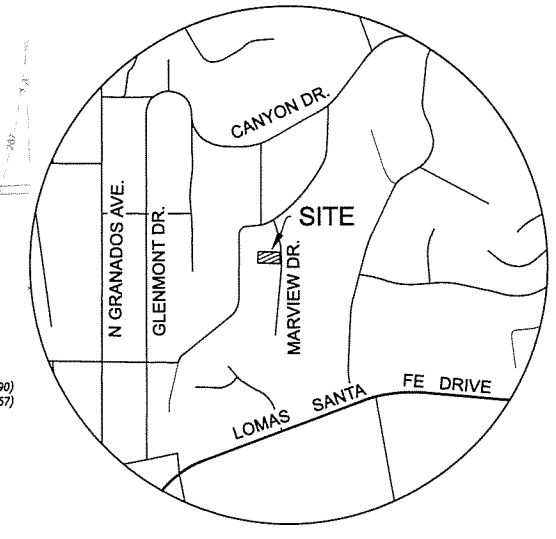
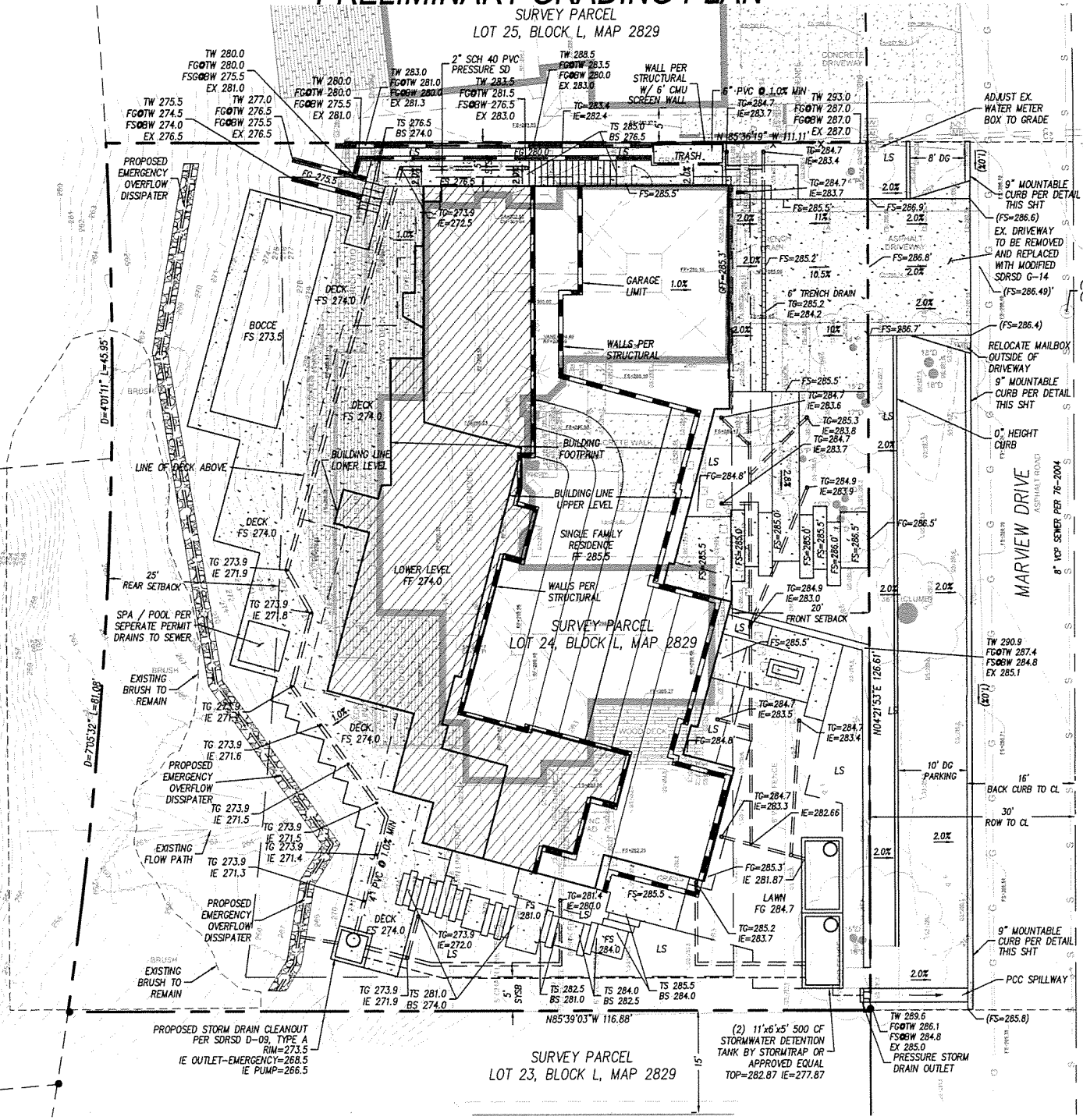
	TORGersen SURVEYING, INC. 1012 MAR VISTA DR, VISTA, CA 92081 619-535-8674 TORGSURV@GMAIL.COM	
	BOUNDARY & TOPOGRAPHIC SURVEY OF PROPERTY LOCATED AT 437 MARVIEW DRIVE SOLANA BEACH, CA	
APN 263-160-44 REFERENCE: MAP 2829	SURVEY DATE: 07-09-2020 DRAWING DATE: 07-15-2020	JOB # 2012 SHEET 3 OF 3

GENERAL NOTES

- APPROVAL OF THIS GRADING PLAN DOES NOT CONSTITUTE APPROVAL OF VERTICAL OR HORIZONTAL ALIGNMENT OF ANY PRIVATE ROAD SHOWN HEREIN FOR PUBLIC ROAD PURPOSES.
- FINAL APPROVAL OF THESE GRADING PLANS IS SUBJECT TO FINAL APPROVAL OF THE ASSOCIATED IMPROVEMENT PLANS WHERE APPLICABLE. FINAL CURB GRADE ELEVATIONS MAY REQUIRE CHANGES IN THESE PLANS.
- IMPORT MATERIALS SHALL BE LEGALLY OBTAINED.
- A SEPARATE PERMIT FROM THE CITY ENGINEER SHALL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT-OF-WAY.
- ALL SLOPES OVER THREE (3) FEET IN HEIGHT SHALL BE LANDSCAPED AND IRRIGATED.
- THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND LOCATION OF ALL UTILITIES BEFORE COMMENCING WORK. NOTICE OF PROPOSED WORK SHALL BE GIVEN TO THE FOLLOWING AGENCIES:
UNDERGROUND S.A. (800)-227-2600
- A SOILS REPORT SHALL BE PROVIDED AS REQUIRED BY THE CITY OF SOLANA BEACH PRIOR TO ISSUANCE OF A GRADING PERMIT.
- APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK OR GRADING TO BE PERFORMED UNTIL THE PROPERTY OWNER'S PERMISSION HAS BEEN OBTAINED AND A VALID GRADING PERMIT HAS BEEN ISSUED.
- THE CITY ENGINEER'S APPROVAL OF THESE PLANS DOES NOT CONSTITUTE THE BUILDING OFFICIALS' APPROVAL OF ANY FOUNDATION FOR STRUCTURES TO BE PLACED ON THE AREA COVERED BY THESE PLANS. NO WAIVER OF THE GRADING ORDINANCES CONCERNING MINIMUM COVER OVER EXPANSIVE SOILS IS MADE OR IMPLIED.
- ALL OPERATIONS CONDUCTED ON THE PREMISES, INCLUDING THE WARNING UP, REPAIR, ARRIVAL, DEPARTURE OR RUNNING OF TRUCKS, EARTHMOVING EQUIPMENT, CONSTRUCTION EQUIPMENT AND ANY OTHER ASSOCIATED GRADING EQUIPMENT SHALL BE LIMITED TO THE PERIOD BETWEEN 7:00 a.m. AND 6:00 p.m. EACH DAY, MONDAY THROUGH FRIDAY, AND NO EARTHMOVING OR GRADING OPERATIONS SHALL BE CONDUCTED ON THE PREMISES ON SATURDAYS, SUNDAYS OR HOLIDAYS WITHOUT THE WRITTEN PERMISSION OF THE CITY ENGINEER.
- ALL MAJOR SLOPES SHALL BE ROUNDED INTO EXISTING TERRAIN TO PROVIDE A SMOOTH TRANSITION FROM CUT OR FILL FACES TO NATURAL GROUND AND ADJUTING CUT OR FILL FACES.
- NOTWITHSTANDING THE MINIMUM STANDARDS SET FORTH IN THE GRADING ORDINANCE, AND NOTWITHSTANDING THE APPROVAL OF THESE GRADING PLANS, THE PERMITEE IS RESPONSIBLE FOR THE PREVENTION OF DAMAGE TO THE ADJACENT PROPERTY. NO PERSON SHALL EXCAVATE OR LANDSCAPE SO CLOSE TO THE PROPERTY LINE AS TO ENDANGER ANY ADJUTING PUBLIC STREET, SIDEWALK, ALLEY, FUNCTION OF ANY SEWAGE DISPOSAL SYSTEM, OR ANY OTHER PUBLIC OR PRIVATE PROPERTY WITHOUT SUPPORTING AND PROTECTING SUCH PROPERTY FROM SETTLING, CRACKING, EROSION, SILTING SCOUR OR OTHER DAMAGE WHICH MIGHT RESULT FROM THE GRADING DESCRIBED ON THIS PLAN. THE CITY WILL HOLD THE PERMITEE RESPONSIBLE FOR CORRECTION ON NON-DEDICATED IMPROVEMENTS WHICH DAMAGE ADJACENT PROPERTY.
- SLOPE RATIOS: CUT 1:2 FILL 1:2
CUT: XX CY (OUTSIDE OF STRUCTURE) FILL: XX CY (OUTSIDE OF STRUCTURE) EXPORT: XX CY
CUT: XX CY (BELOW THE STRUCTURE) FILL: XX CY (BELOW THE STRUCTURE) IMPORT: XX CY
(NOTE: A SEPARATE VALD PERMIT MUST EXIST FOR OFFSITE IMPORT OR EXPORT AREAS.)
** THE QUANTITIES ESTIMATED ABOVE ARE FOR PERMIT PURPOSES ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION BIDS. CONTRACTORS ARE RESPONSIBLE FOR THEIR OWN EARTHWORK QUANTITIES.
- SPECIAL CONDITIONS: IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED ON THE SITE OF THIS GRADING DURING GRADING OPERATIONS, SUCH OPERATIONS WILL CEASE IMMEDIATELY AND THE PERMITEE WILL NOTIFY THE CITY ENGINEER OF THE DISCOVERY. GRADING OPERATIONS WILL NOT COMMENCE UNTIL THE PERMITEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO.
- ALL GRADING SHOWN ON THIS PLAN SHALL BE COMPLETED AS A SINGULAR UNIT WITH NO PROVISION FOR PARTIAL RELEASES. SHOULD IT BE ANTICIPATED THAT A PORTION OF THIS PROJECT BE COMPLETED SEPARATELY, SEPARATE PLAN AND PERMIT APPLICATION SHALL BE SUBMITTED FOR APPROVAL.
- THE CONTRACTOR SHALL NOTIFY THE CITY OF SOLANA BEACH 858.720.2470 24 HOURS BEFORE GRADING OPERATIONS BEGIN.
- FINISHED GRADING AND PLANTING SHALL BE ACCOMPLISHED ON ALL SLOPES PRIOR TO OCTOBER 1, OR IMMEDIATELY UPON COMPLETION OF ALL SLOPES GRADED BETWEEN OCTOBER 1 AND APRIL 1. PRIOR TO ANY PLANTING, ALL LANDSCAPING SHALL BE APPROVED BY THE PLANNING DEPARTMENT AT THE DEVELOPMENT REVIEW STAGE, OR BY SEPARATE LANDSCAPE PLAN.
- ALL OFF-SITE HAUL ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL 72 HOURS PRIOR TO THE BEGINNING OF WORK.
- UPON FINAL COMPLETION OF THE WORK UNDER THE GRADING PERMIT, BUT PRIOR TO FINAL APPROVAL AND/OR FINAL RELEASE OF SECURITY, AN AS-GRADED CERTIFICATE SHALL BE PROVIDED STATING: "THE GRADING UNDER PERMIT NO. SBGR-2116 HAS BEEN PERFORMED IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED GRADING PLAN OR AS SHOWN ON THE ATTACHED AS-GRADED PLAN". THIS STATEMENT SHALL BE FOLLOWED BY THE DATE AND SIGNATURE OF THE CIVIL ENGINEER WHO CERTIFIES SUCH A GRADING OPERATION.
- THE CONTRACTOR SHALL DESIGN, CONSTRUCT, AND MAINTAIN ALL SAFETY DEVICES INCLUDING SHORING, AND SHALL BE RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE, AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.

PRELIMINARY GRADING PLAN

SURVEY PARCEL
LOT 25, BLOCK L, MAP 2829



TYPICAL WALL CROSS SECTION, ELEVATIONS SHOWN ON PLAN
NOT TO SCALE

EROSION CONTROL NOTES

- STORM WATER AND NON-STORM WATER DISCHARGE CONTROL: BEST MANAGEMENT PRACTICES SHALL BE DEVELOPED AND IMPLEMENTED TO MANAGE STORM WATER AND NON-STORM WATER DISCHARGES FROM THE SITE AT ALL TIMES DURING EXCAVATION AND GRADING ACTIVITIES.
- EROSION AND SEDIMENT CONTROL: EROSION PREVENTION SHALL BE EMPHASIZED AS THE MOST IMPORTANT MEASURE FOR KEEPING SEDIMENT ON SITE DURING EXCAVATION AND GRADING ACTIVITIES. SEDIMENT CONTROLS SHALL BE USED AS A SUPPLEMENT TO EROSION PREVENTION FOR KEEPING SEDIMENT ON SITE.
- EROSION CONTROL ON SLOPES SHALL BE MITIGATED BY INSTALLING LANDSCAPING AS PER APPROVED LANDSCAPE PLANS AS REQUIRED BY THE DEVELOPMENT REVIEW CONDITIONS, OR BY TEMPORARY EROSION CONTROL CONFORMING TO THE FOLLOWING:
NON-IRRIGATED HYDROSEED MIX WITH A FIBER MATRIX APPLIED AT 4,000 LB/ACRE
LBS/ACRE: 25 (50% FERTILIZER), 50 (50% FERTILIZER), 6 (6% SCARIFF), 7 (7% SCARIFF), 9T (9% SCARIFF)
SEED SPECIES: ATRIFLEX GLAUCA, PLANTAGE INSULARIS, ENCELIS FARINOSA, LOTUS SCOPARIUS, EXCHSCHOLTZIA CALIF.
- THE TOPS OF ALL SLOPES TALLER THAN 5' SHALL BE DIKED OR TRENCHED TO PREVENT WATER FLOWING OVER CRESTS OF SLOPES.
- CATCH BASINS, DESILTING BASINS, AND STORM DRAIN SYSTEMS SHALL BE INSTALLED TO THE SATISFACTION OF THE CITY ENGINEER.
- SAND BAG CHECK DAMS, SILT FENCES, FIBER ROLLS OR OTHER APPROVED BMP'S SHALL BE PLACED IN UNPAVED AREAS WITH GRADIENTS IN EXCESS OF 2%, AS WELL AS AT OR NEAR EVERY POINT WHERE CONCENTRATED FLOW LEAVE THE SITE.
- SAND BAGS SHALL BE PLACED ON THE UPSTREAM SIDE OF ALL DRAINAGE INLETS TO MINIMIZE SILT BUILDUP IN THE INLETS AND PIPES.
- THE CONTRACTOR SHALL REPAIR ANY ERODED SLOPES AS DIRECTED BY THE OFFICE OF THE CITY ENGINEER.
- THE CONTRACTOR SHALL SWEEP ROADWAYS AND ENTRANCES TO AND FROM THE SITE ON A REGULAR BASIS TO KEEP THEM FREE OF SOIL ACCUMULATION AND AT ALL OTHER TIMES DIRECTED BY THE CITY ENGINEER.
- THE CONTRACTOR SHALL WATER SITE ON A CONTINUOUS BASIS TO MINIMIZE AIR BORNE DUST CREATED FROM GRADING AND HAULING OPERATIONS OR EXCESSIVE WIND CONDITIONS, AND AT ALL TIMES DIRECTED BY THE CITY ENGINEER.
- IN THE EVENT SILT DOES ENTER THE EXISTING PUBLIC STORM DRAIN SYSTEM, REMOVAL OF THE SILT FROM THE SYSTEM WILL BE DONE AT THE DEVELOPER'S EXPENSE.

LEGAL DESCRIPTION
LOT 24 OF BLOCK "L", MARVIEW HEIGHTS, UNIT No. 4, IN THE CITY OF SOLANA BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 2829, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 27, 1951.

A.P.N.: 263-160-44-00
SITE ADDRESS: 437 MARVIEW DRIVE, SOLANA BEACH, CA 92075
OWNER/PERMITEE: THOMAS AND MARTHA BERTOLINO, 540 CARTHAGE COURT, GRANITE BAY, CA 95746
TOPOGRAPHIC SURVEY: TORGERSEN SURVEYING, INC., 1012 MAR VISTA DR. VISTA, CA 92081, (619)535-8674, TORGSURVINGMAIL.COM

WORK TO BE DONE
THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE LATEST EDITIONS OF: REMODEL OF SINGLE FAMILY RESIDENCE

STANDARD SPECIFICATIONS
(1) STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION INCLUDING THE REGIONAL SUPPLEMENTAL AMENDMENTS.
(2) CALIFORNIA DEPARTMENT OF TRANSPORTATION "MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES"
(3) STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS

STANDARD DRAWINGS
(1) SAN DIEGO REGIONAL STANDARD DRAWINGS
(2) STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD PLANS

LEGEND

ITEM DESCRIPTION	SYMBOL
PROPERTY LINE	---
CENTERLINE OF ROAD	---
PROPOSED SETBACKS	---
PROPOSED CONCRETE HARDSCAPE	---
PROPOSED PERVIOUS PAVERS	---
LOWER LEVEL ADU	---
PROPOSED WALL PER STRUCTURAL	---
PROPOSED CONTOUR LINE	---
EXISTING CONTOUR LINE	---
PROPOSED STORM DRAIN PIPE	---

OWNER'S CERTIFICATE
I, _____ AS OWNER/DEVELOPER OF THE PROPERTY DESCRIBED HEREIN ACKNOWLEDGE THESE PLANS HAVE BEEN PREPARED AT MY DIRECTION WITH MY FULL CONSENT. I FULLY UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS CONTAINED HEREIN AND AS ATTACHED BY REFERENCE TO THIS GRADING PLAN.
IT IS AGREED THAT FIELD CONDITIONS MAY REQUIRE CHANGES TO THESE PLANS.
IT IS FURTHER AGREED THAT THE OWNER (DEVELOPER) SHALL HAVE A REGISTERED CIVIL ENGINEER MAKE SUCH CHANGES, ALTERATIONS OR ADDITIONS TO THESE PLANS WHICH THE CITY ENGINEER DETERMINES ARE NECESSARY AND DESIRABLE FOR THE PROPER COMPLETION OF THE IMPROVEMENTS.
I FURTHER AGREE TO COMMENCE WORK ON ANY IMPROVEMENTS SHOWN ON THESE PLANS WITHIN EXISTING CITY RIGHT-OF-WAY WITHIN 60 DAYS OF THE CONSTRUCTION PERMIT AND TO PURSUE SUCH WORK ACTIVELY ON EVERY NORMAL WORKING DAY UNTIL COMPLETED, IRRESPECTIVE AND INDEPENDENT OF ANY OTHER WORK ASSOCIATED WITH THIS PROJECT OR UNDER MY CONTROL.

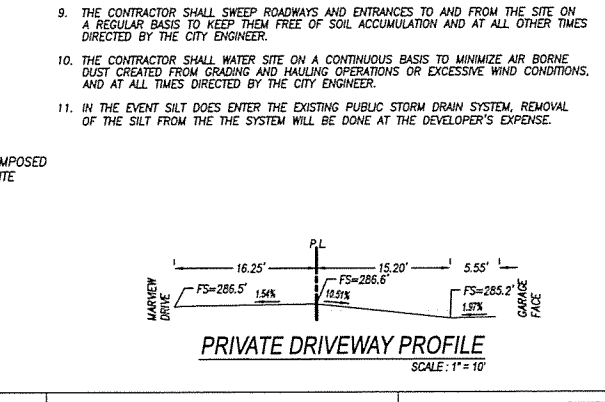
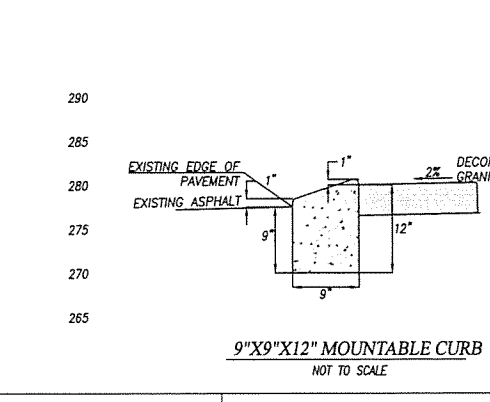
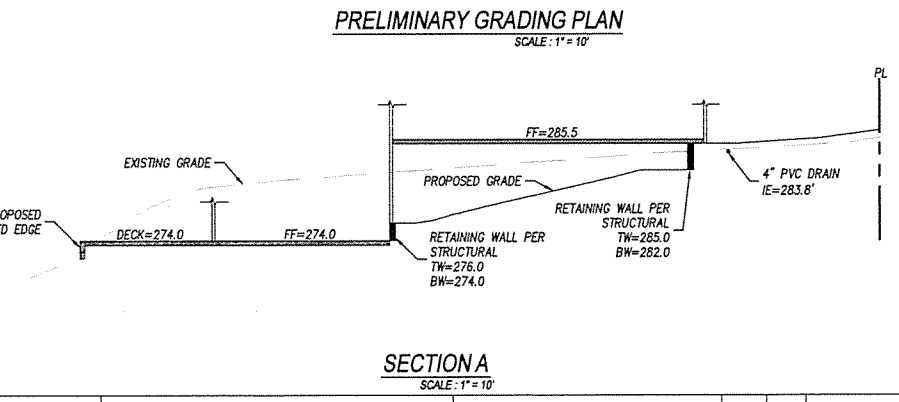
THOMAS AND MARTHA BERTOLINO DATE
540 CARTHAGE COURT
GRANITE BAY, CA 95746

DECLARATION OF RESPONSIBLE CHARGE
I, BRIAN M. ARDOLINO, HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS AND THE CITY OF SOLANA BEACH RESOLUTION NO. 2007-170.
I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SOLANA BEACH IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME OF RESPONSIBILITIES FOR PROJECT DESIGN.

By: *Brian Ardolino*
BRIAN ARDOLINO RCE No. 71651 Exp. 12/31/2023
PASCO LARET SUTTER & ASSOCIATES
CIVIL ENGINEER
STATE OF CALIFORNIA

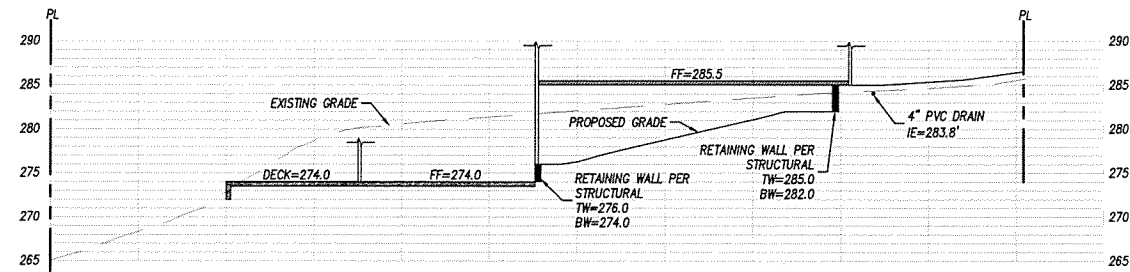
EARTHWORK QUANTITIES:
SITE GRADING (OUTSIDE OF STRUCTURE):
CUT: 120 CY
FILL: 50 CY
SITE GRADING (BELOW STRUCTURE):
CUT: 850 CY
FILL: 20 CY
EXCAVATION FOR FOOTINGS: 50 CY
REMOVAL & RECOMPACTION (UNDER STRUCTURE): 0 CY
TOTAL GRADING (CUT AND FILL OUTSIDE & BELOW STRUCTURE): 1,090 CY
TOTAL EXPORT: 900 CY

* EARTHWORK QUANTITIES ARE ESTIMATED FOR PERMIT PURPOSES ONLY AND REPRESENT COMPACTED (IN PLACE) VOLUMES ONLY. THESE VALUES ARE CALCULATED ON A THEORETICAL BASIS. ACTUAL QUANTITIES MAY VARY DUE TO OBSERVED SHRINKAGE AND/OR SWELL FACTORS.



ENGINEER OF WORK By: <i>Brian Ardolino</i> Date: OCT 2022 Name: BRIAN ARDOLINO R.C.E. 71651 Exp. 12/31/23		CITY APPROVED CHANGES		APPD DATE	RECOMMENDED FOR APPROVAL By: _____ Review Engineer Date: _____	APPROVED FOR CONSTRUCTION By: _____ City Engineer R.C.E. _____ Date: _____ Exp: _____	BENCH MARK DESCRIPTION: "ENC-43" 3.5" NGS BRASS DISC MONUMENT LOCATION: 0.2 MILES NORTH OF SOLANA VISTA DRIVE ON THE EAST SIDE OF NORTHBOUND HIGHWAY 101. RECORD FROM: ROS NO. 18971 ELEV.: 14.670' DATUM: NAVD 88	CITY OF SOLANA BEACH PRELIMINARY GRADING PLAN FOR: 437 MARVIEW DRIVE	DRAWING NO. SDP21-010 SHEET 1 OF 1 PLSA 3430
---------------------------------------------------------------------------------------------------------------------------	--	------------------------------	--	------------------	--------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------	---------------------------------------------------------------------

PRELIMINARY GRADING PLAN DETAIL AND SECTIONS



SECTION A
SCALE: 1" = 10'

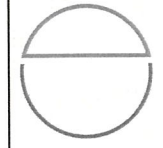
<p>STRUCTURAL DESIGN LOADING CRITERIA</p> <p>LIVE LOADING: AASHTO HS-20 HIGHWAY LOADING GROUND WATER TABLE: BELOW INVERT OF SYSTEM SOIL BEARING PRESSURE: 3000PSF SOIL DENSITY: 120 PCF EQUIVALENT UNSATURATED LATERAL ACTIVE EARTH PRESSURE: 35 PSF / FT. EQUIVALENT SATURATED LATERAL ACTIVE EARTH PRESSURE: 80 PSF / FT. (IF WATER TABLE PRESENT) APPLICABLE CODES: ASTM C857 ACI-318</p>	<p>STORMTRAP SYSTEM INFORMATION</p> <p>WATER STORAGE PROVIDED: 250 CUBIC FEET UNIT HEADROOM: 5'-0" SINGLETRAP UNIT QUANTITY: 1 TOTAL PIECES</p>	<p>SITE SPECIFIC DESIGN CRITERIA</p> <ol style="list-style-type: none"> STORMTRAP UNITS SHALL BE MANUFACTURED AND INSTALLED ACCORDING TO SHOP DRAWINGS APPROVED BY THE INSTALLING CONTRACTOR AND ENGINEER OF RECORD. THE SHOP DRAWINGS SHALL INDICATE SIZE AND LOCATION OF ROOF OPENINGS AND INLET/ OUTLET PIPE TYPES, SIZES, INVERT ELEVATIONS AND SIZE OF OPENINGS. COVER RANGE: MIN. 1.33' MAX. 7.00' CONSULT STORMTRAP FOR ADDITIONAL COVER OPTIONS. ALL DIMENSIONS AND SOIL CONDITIONS, INCLUDING BUT NOT LIMITED TO GROUNDWATER AND SOIL BEARING CAPACITY ARE REQUIRED TO BE VERIFIED IN THE FIELD BY OTHERS PRIOR TO STORMTRAP INSTALLATION. FOR STRUCTURAL CALCULATIONS THE GROUND WATER TABLE IS ASSUMED TO BE BELOW INVERT OF SYSTEM IF WATER TABLE IS DIFFERENT THAN ASSUMED, CONTACT STORMTRAP. SYSTEM DESIGN MAY VARY FOR INCIDENTAL LEAKAGE AND WILL NOT BE SUBJECT TO LEAKAGE TESTING. 	<p>StormTrap®</p> <p><small>MADE IN THE U.S.A. (100% RECYCLED POLYPROPYLENE)</small></p> <p>1287 WINDHAM PARKWAY ROCKVILLE, IL 60446 815-941-4549 / F.331-318-5347</p> <p>ENGINEER INFORMATION:</p> <p>PASCO LARET SUITER & ASSOCIATES 535 NORTH COAST HWY SOLANA BEACH, CA 858-259-8212</p> <p>PROJECT INFORMATION:</p> <p>BERTOLINO 437 MARVIEW DRIVE SOLANA BEACH, CA</p> <p>CURRENT ISSUE DATE:</p> <p>DRAFT - NOT FOR CONSTRUCTION</p> <p>ISSUED FOR:</p> <p>PRELIMINARY</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REV.</th> <th>DATE</th> <th>ISSUED FOR</th> <th>OWN BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p>SCALE:</p> <p>1/8" = 1'-0"</p> <p>SHEET TITLE:</p> <p>SINGLETRAP DESIGN CRITERIA</p> <p>SHEET NUMBER:</p> <p style="font-size: 24pt; font-weight: bold;">1.0</p>	REV.	DATE	ISSUED FOR	OWN BY																																				
REV.	DATE	ISSUED FOR	OWN BY																																								

5'-0" SINGLETRAP

STORM TRAP TYPICAL DETAIL CROSS SECTION

COASTAL COMMISSION PERMIT NO. _____

	ENGINEER OF WORK	CITY APPROVED CHANGES	APPD	DATE	RECOMMENDED FOR APPROVAL	APPROVED FOR CONSTRUCTION	BENCH MARK	CITY OF SOLANA BEACH	DRAWING NO.
By: <u>RDM</u>	By: _____ Date: _____				By: _____	By: _____	DESCRIPTION: "ENC-43" 3.5" HGS BRASS DISC MONUMENT	PRELIMINARY GRADING PLAN FOR: 437 MARVIEW DRIVE	SDP21-010
Drawn By: <u>R.C.E. 71851</u>	Name: <u>BRIAN ARDOLINO</u> R.C.E. 71851 Exp: 12/31/21				Review Engineer Date: _____	City Engineer R.C.B. Exp: _____	LOCATION: 0.2 MILES NORTH OF SOLANA VISTA DRIVE ON THE EAST SIDE OF NORTHBOUND HIGHWAY 101. RECORD FROM: ROS NO. 18971 ELEV: 34.670' DATUM: NAVD 88		SHEET 2 OF 2



4407 Orchard Avenue
San Diego, CA 92107
619.965.1306
cdla.com

SHEET TITLE:
**CONCEPTUAL
LANDSCAPE PLAN
UPPER LEVEL**

PROJECT | CLIENT:
**BERTOLINO RESIDENCE
LANDSCAPE CONCEPT PLAN
437 MARVIEW DR.
SOLANA BEACH**



revisions

SUBMITTAL 01	04-28-2021
SUBMITTAL 02	08-04-2021
SUBMITTAL 03	11-11-2021
SUBMITTAL 04	01-27-2022
SPA VAULT	03-23-2022
UPDATED ROW	10-12-2022

drawing prepared by - CDLA
sheet plot date - 10-12-2022
carson douglas job number - 20-036

L-1

- NOTES:**
1. ALL PLANTING AREAS SHALL BE COVERED WITH A 3" LAYER OF DECORATIVE ROCK OR 3" LAYER OF BARK MULCH UNLESS SHOWN OTHERWISE ON PLAN.
 2. ALL SUCCULENTS REQUIRE CACTUS MIX OR OTHER APPROVED SOIL TYPE TO BE PLACED MIN. 12" AROUND THE BASE OF EACH PLANT.
 3. ALL TREES PLANTED WITHIN 5' OF HARDSCAPE MUST BE INSTALLED WITH A ROOT BARRIER ALONG THE HARDSCAPE EDGE SPANNING OUT 5' IN EACH DIRECTION FROM THE CENTER OF THE TREE FOR A TOTAL LENGTH OF 10'
 4. REFER TO HYDROZONE PLAN FOR IRRIGATION RECOMMENDATIONS.
 5. ALL LANDSCAPE AND IRRIGATION SHALL CONFORM TO THE STANDARDS OF THE COUNTY-WIDE LANDSCAPE REGULATIONS AND THE CITY OF SOLANA BEACH LANDSCAPE REGULATIONS AND ALL OTHER APPLICABLE LANDSCAPE RELATED COUNTY AND REGIONAL STANDARDS.
 6. CONTRACTOR TO SETUP A PRE-CONSTRUCTION WALKTHROUGH TO TAG ANY EXISTING PLANTS TO REMAIN AND EXISTING PLANTS TO BE DEMOLISHED. EXISTING TREES 7. CONTRACTOR TO ENSURE THAT NEW TREE LOCATIONS ARE SPOTTED PER LANDSCAPE ARCHITECT'S SITE DIRECTION. TREE INSTALLATION SHALL ALSO INCLUDE COORDINATION OF DELIVERY AND PROTECTION OF TREES PRIOR TO INSTALLATION. KNOWLEDGE OF UNDERGROUND UTILITIES, PROPER DRAINAGE, AND STAKING PER STANDARD DETAIL.
 8. ALL HARDSCAPE ELEMENTS SHOWN ON THE PLAN HAVE BEEN DRAWN WITH AN ARTISTIC CONCEPTUALIZATION. SOME ELEMENTS MAY BE REFINED OR SIMPLIFIED IN SUBSEQUENT DESIGN DEVELOPMENT STAGES FOR REASONS OF FEASIBILITY OR FURTHER STAKEHOLDER INPUT.
 9. PROPOSED LANDSCAPING SHALL MAINTAIN REQUIRED CLEARANCES FROM MECHANICAL EQUIPMENT AND UTILITY APPURTENANCES, WHILE SCREENING THEM FROM VIEW.
 10. REINFORCED STRAW MATTING TO BE INSTALLED IN ALL AREAS THAT ARE GRADED OR OTHERWISE DISTURBED DURING CONSTRUCTION

LANDSCAPE LIGHTING NOTES:

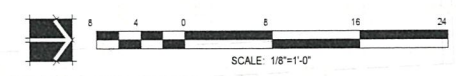
LIGHT FIXTURES FOR ALL LANDSCAPE AREAS SHALL BE PROVIDED IN SUFFICIENT NUMBERS AND AT PROPER LOCATIONS TO ASSURE SAFE AND CONVENIENT NIGHTTIME USE. ALL LIGHT FIXTURES SHALL BE APPROPRIATELY SHIELDED SO THAT NO LIGHT OR GLARE IS TRANSMITTED OR REFLECTED IN SUCH CONCENTRATED QUANTITIES OR INTENSITIES AS TO BE DETRIMENTAL TO THE SURROUNDING AREA. ALL EXTERIOR LIGHTING, INCLUDING LIGHTING IN DESIGNATED "DARK SKY" AREAS, SHALL BE IN CONFORMANCE WITH EXTERIOR LIGHTING REGULATIONS.

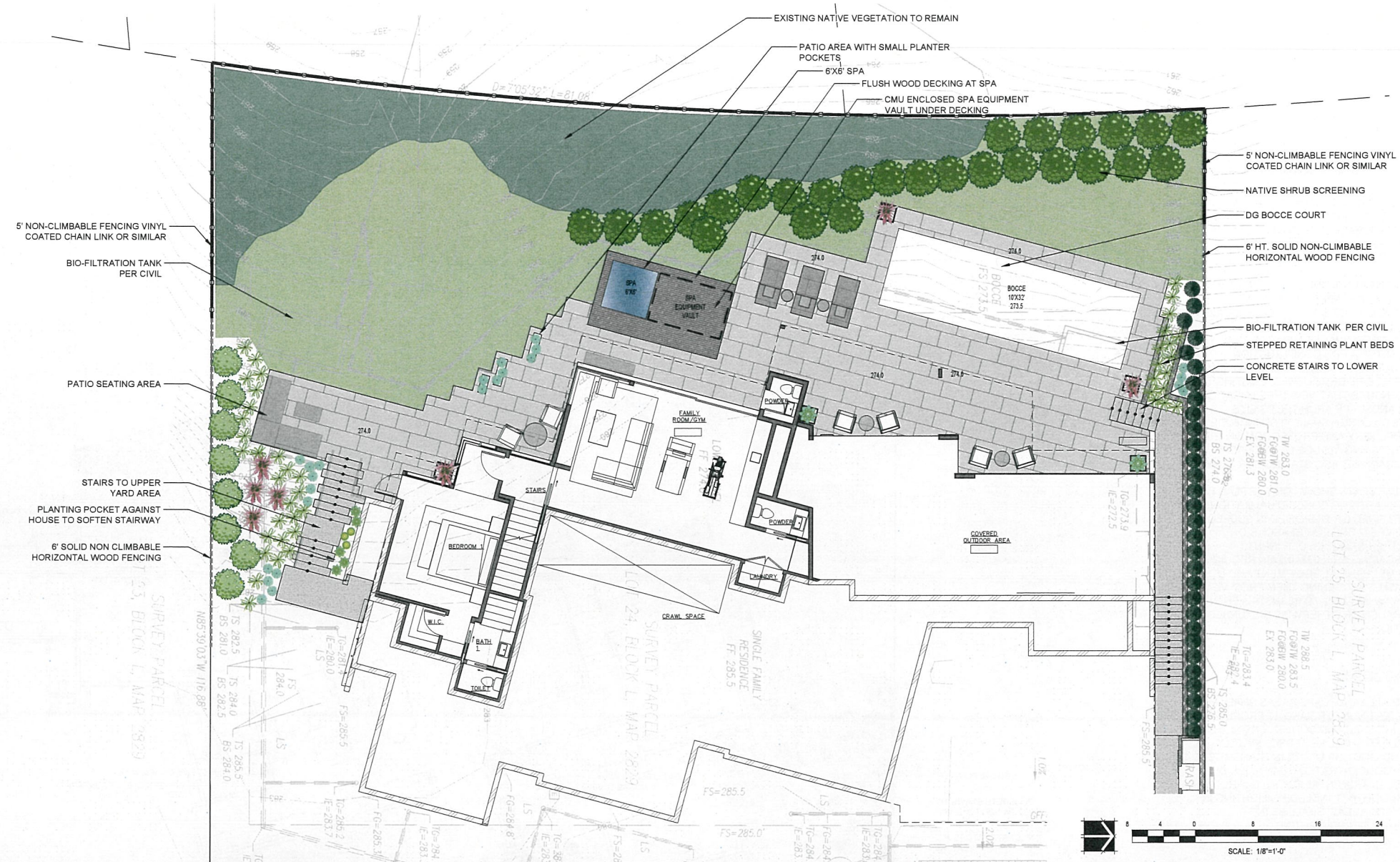
HARDSCAPE AREAS	3,008 SF
IRRIGATED LANDSCAPE AREA	5,104 SF
WATER FEATURES	46 SF

APPLICANTS STATEMENT OF COMPLIANCE
I AM FAMILIAR WITH THE REQUIREMENTS FOR LANDSCAPE AND IRRIGATION PLANS CONTAINED IN THE CITY'S WATER EFFICIENT LANDSCAPE REGULATIONS. I HAVE PREPARED THIS PLAN IN COMPLIANCE WITH THOSE REGULATIONS AND THE LANDSCAPE DESIGN MANUAL. I CERTIFY THAT THE PLAN IMPLEMENTS THOSE REGULATIONS TO PROVIDE EFFICIENT USE OF WATER.

[Signature]
APPLICANT SIGNATURE

08-29-22
DATE





PLANT PALETTE

SYMBOL	PLANT CATEGORY / NAME	WUCOLS PLANT FACTOR	QTY/SIZE	ACCENT SUCCULENTS	ACCENT GRASSES SUCH AS:	UPRIGHT SUCCULENTS SUCH AS:	NATIVE SLOPE PLANTING:	PLAY LAWN:
	ACCENT TREES SUCH AS: - LEPTOSPERMUM PETERSONII - 20' MAX HT. - ARBUTUS 'MARINA' MULTI - 40' MAX HT. - CALLISTEMON VIMINALIS - 20' MAX HT. - GEIJERA PARVIFLORA - 30' MAX HT. - MELALEUCA NESOPHILA - 20' MAX HT.	LOW LOW LOW LOW LOW	PROPOSED QUANTITY: APPROX. 2 SIZE: 36" BOX	-EUPHORBIA SPP. -ECHINOCACTUS SPP. -AGAVE SPP. -ALOE SPP.	- CHONDRPETALUM TECTORUM (CAPE RUSH) - MUHLENBERGIA RIGENS (MUHLY GRASS) - LOMANDRA LONGIFOLIA (DWARF MAT RUSH) - YUCCA FILAMENTOSA 'COLORGUARD' (ADAMS NEEDLE) - HESPERALOE SPP. (RED YUCCA)	- AGAVE AMERICANA (CENTURY PLANT) - HEIGHT 8' WITH 15'-40' FLOWER SPIKE - ALOE MARLOTHII (MOUNTAIN ALOE) - HEIGHT 10' - DASYLIRION SPP. - HEIGHT 10' - AGAVE ATTENUATA (FOXTAIL AGAVE) - HEIGHT 3' WITH 4'-7' FLOWER SPIKE - YUCCA ROSTRATA (BIG BEND YUCCA) - HEIGHT 12'-16'	- ARCTOSTAPHYLOS SPECIES (MANZANITA) - CEANOTHUS SPECIES (CALIFORNIA LILAC) - BACCHARIS - MUHLENBERGIA RIGENS	- UC VERDE BUFFALO GRASS
	MEDIUM SCREENING OR ACCENT SHRUB SUCH AS: - RIBES SANGUINEUM 'SPRING SHOWERS' (CURRANT) 6' HT. - RHAMNUS 'MOUND SAN BRUNO' (COFFEEBERRY) 4' HT. - LEUCOSPERMUM VELDFIRE (VELDFIRE PINCUSHION) 4'-6' HT. - OLEA 'LITTLE OLLIE' OR 'MONTRA' 4'-6' HT. * LAURUS NOBILIS (SWEET BAY) 15'-40' HT. * SHALL ONLY BE USED IN AREAS OUTSIDE OF VIEW CORRIDORS	LOW VERY LOW LOW LOW LOW	MED. SHRUB SIZES: 70% 1 GAL 30% 5 GAL					
	PRIVACY SCREENING SHRUB SUCH AS: - HETEROMELES ARBUTIFOLIA (TOYON) 15'-25' HT. - RHUS INTEGRIFOLIA (LEMONADEBERRY) 10' HT. - MALOSMA LAURINA (LAUREL SUMAC) 6'-15' HT.	LOW LOW LOW	TALL SHRUB SIZES: 70% 15 GAL 30% 24" BOX					
	GRASSES/GRASSLIKE SUCH AS: -CHONDRPETALUM TECTORUM (CAPE RUSH) -MUHLENBERGIA SPECIES (DEER GRASS) -LYGEUM SPARTUM (FALSE ESPARTO GRASS) -LOMANDRA 'BREEZE' (DWARF MAT RUSH) - DESCHAMPSIA CESPITOSA -LEYMUS SPARTUM (FALSE ESPARTO GRASS) -HESPERALOE SPECIES (RED YUCCA)	LOW LOW LOW LOW LOW LOW LOW	GRASS SIZES: 70% 1 GAL 30% 5 GAL					

APPLICANTS STATEMENT OF COMPLIANCE
 I AM FAMILIAR WITH THE REQUIREMENTS FOR LANDSCAPE AND IRRIGATION PLANS CONTAINED IN THE CITY'S WATER EFFICIENT LANDSCAPE REGULATIONS. I HAVE PREPARED THIS PLAN IN COMPLIANCE WITH THOSE REGULATIONS AND THE LANDSCAPE DESIGN MANUAL. I CERTIFY THAT THE PLAN IMPLEMENTS THOSE REGULATIONS TO PROVIDE EFFICIENT USE OF WATER.

APPLICANT SIGNATURE
 08-29-22
 DATE



revisions

SUBMITTAL 01	04-28-2021
SUBMITTAL 02	08-04-2021
SUBMITTAL 03	11-11-2021
SUBMITTAL 04	01-27-2022
SPA VAULT	03-23-2022
UPDATED ROW	10-12-2022

drawing prepared by - CDLA
 sheet plot date - 10-12-2022
 carson douglas job number - 20-038



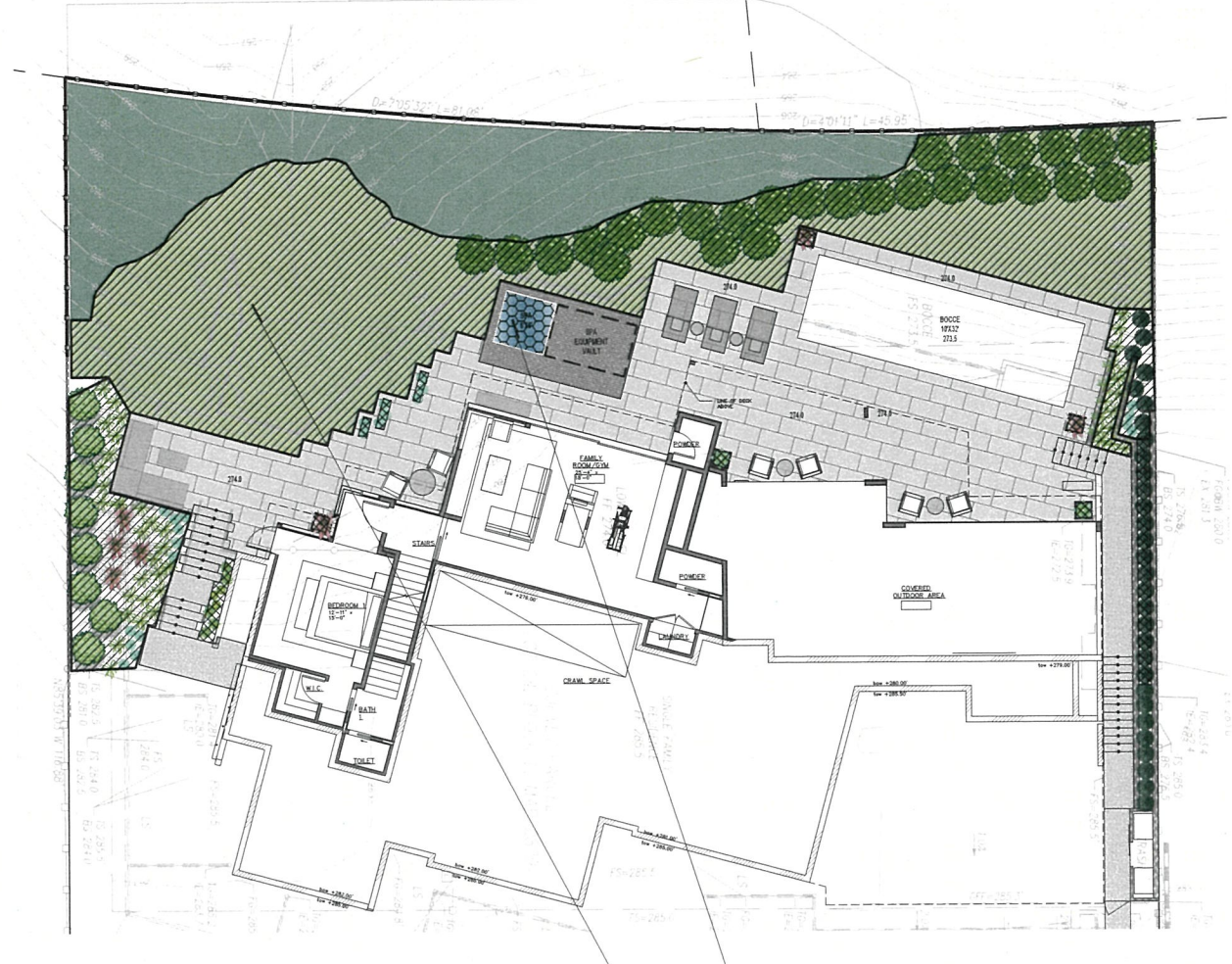
revisions

SUBMITTAL 01	04-28-2021
SUBMITTAL 02	08-04-2021
SUBMITTAL 03	11-11-2021
SUBMITTAL 04	01-27-2022
SPA VAULT	03-23-2022
UPDATED ROW	10-12-2022

drawing prepared by - CDLA
sheet plot date - 10-12-2022
carson douglas job number - 20-038



HYDROZONE VALVE #	4 N/A
WATER METHOD AREA	ROTARY 645 SF
PLANT FACTOR	HIGH



HYDROZONE VALVE #	1 N/A
WATER METHOD AREA	DRIP 1798 SF
PLANT FACTOR	LOW

HYDROZONE VALVE #	2 N/A
WATER METHOD AREA	WATER FEATURE 46 SF
PLANT FACTOR	HIGH

HYDROZONE VALVE #	3 N/A
WATER METHOD AREA	ROTARY 2531 SF
PLANT FACTOR	LOW

CITY OF SOLANA BEACH ESTIMATED TOTAL WATER USE (ETWU) WORKSHEET
Irrigation Point of Connection (P.O.C.) 'A' -

	LINE	HYDROZONE 1 (Drip)	HYDROZONE 2 (pool)	HYDROZONE 3 (slope)	HYDROZONE 4 (lawn)	SLA
EVAPOTRANSPIRATION RATE (Eto)	1			41		
CONVERSION FACTOR - 0.62	2			0.62		
LINE 1 X LINE 2	3			25.42		
PLANT FACTOR (PF)	4	0.30	1.00	0.30	0.50	
HYDROZONE AREA (HA)	5	1798	46	2531	645	84
LINE 4 X LINE 5	6	539.4	46.0	759.3	322.5	
IRRIGATION EFFICIENCY (IE)	7	0.81	1.00	0.75	0.75	
LINE 6 / LINE 7	8	665.93	46.00	1012.40	430.00	
TOTAL OF ALL LINE 6 BOXES	9			2,238		
LINE 3 X LINE 9 - ESTIMATED TOTAL WATER USE (ETWU)	10			55,898		

Eto	41.00
West of I-5	47
East of I-5	

Hydrozone Category	PF-Plant Factor
High Water Use	1.00
Moderate Water Use	0.60
Low Water Use	0.30
Very Low Water Use	0.10
Special Landscape Area	1.00

Irrigation Method Code	IE - Irrigation Efficiency
Drip/Microspray	0.81
Bubblers	0.75
Rotors	0.70
Rotators	0.75
Overhead Spray	0.55

IRRIGATION RECOMMENDATIONS:
1. DEEP WATER ALL PARKWAY TREES.
2. CONTRACTOR SHALL INSTALL RAINBIRD XT-700 DRIP TUBING (OR EQUAL) PER MANUFACTURERS INSTRUCTIONS IN ALL NEW PLANTING AREAS. HYDROZONES SHALL BE GROUPED BY PLANT NEEDS AND SOLAR EXPOSURE. TREE BUBBLERS ARE REQUIRED FOR ALL TREES AND SHALL BE ON A SEPARATE ZONE. ANY POTS SHALL BE IRRIGATED W/ DRIP TUBING ON A SEPARATE ZONE. ZONES SHALL BE CONTROLLED AUTOMATICALLY WITH A RAIN SHUTOFF ENABLED SMART CONTROLLER.

IRRIGATION AND MAINTENANCE NOTES:
1. PROPOSED IRRIGATED LANDSCAPE AREAS = 5,104 SF
2. PROPOSED LANDSCAPING SHALL MEET THE APPLICABLE REGULATIONS OF THE WATER EFFICIENT LANDSCAPE REGULATIONS OF SBMC 17.52
3. ALL PLANTED AREAS SHALL RECEIVE SUPPLEMENTAL WATER VIA AN AUTOMATICALLY CONTROLLED, UNDERGROUND IRRIGATION SYSTEM. THE IRRIGATION SYSTEMS WILL BE DESIGNED ACCORDING TO SPECIFIC PLANT REQUIREMENTS AND ENVIRONMENTAL EXPOSURES. THE DESIGN WILL UTILIZE WATER CONSERVATION EQUIPMENT SUCH AS RAIN SENSORS, MASTER CONTROL VALVES, CHECK VALVES AND LOW-FLOW IRRIGATION HEADS.
4. THE PROPOSED SYSTEM WILL PROVIDE COMPLETE WATER COVERAGE AND SHALL CONFORM TO THE CITY OF SOLANA BEACH STANDARDS AND ALL OTHER LANDSCAPE AND IRRIGATION RELATED STATE, CITY AND REGIONAL STANDARDS
5. A COMPLETE LANDSCAPE AND IRRIGATION PLAN PACKAGE IN COMPLIANCE WITH THE STATE OF CALIFORNIA MODEL WATER EFFICIENCY LANDSCAPE ORDINANCE SHALL BE SUBMITTED TO THE CITY OF SOLANA BEACH FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION AND THE ISSUANCE OF A BUILDING PERMIT FOR THIS PROJECT

MAXIMUM APPLIED WATER ALLOWANCE (MAWA)

ET_o = 41 in/yr
LA = 5104 sq ft
SLA = 84 sq ft
ETAF = 0.55

$$MAWA = \frac{(Eto)(0.62)(ETAF \times LA) + (1 - ETAF) \times SLA}{(Eto)(0.62)(0.55 \times LA) + (1 - 0.55) \times SLA}$$

MAWA = 25.42 [(55 x 5104.00) + (0.45 x 84)]

MAXIMUM APPLIED WATER ALLOWANCE = 72319.9 gal per year



APPLICANTS STATEMENT OF COMPLIANCE
I AM FAMILIAR WITH THE REQUIREMENTS FOR LANDSCAPE AND IRRIGATION PLANS CONTAINED IN THE CITY'S WATER EFFICIENT LANDSCAPE REGULATIONS. I HAVE PREPARED THIS PLAN IN COMPLIANCE WITH THOSE REGULATIONS AND THE LANDSCAPE DESIGN MANUAL. I CERTIFY THAT THE PLAN IMPLEMENTS THOSE REGULATIONS TO PROVIDE EFFICIENT USE OF WATER.

[Signature]
APPLICANT SIGNATURE
01-27-22
DATE

EVERETT AND ASSOCIATES
ENVIRONMENTAL CONSULTANTS
ESTABLISHED IN 1975

POST OFFICE BOX 1085
LA JOLLA, CALIFORNIA 92038

(858) 456-2990 TELEPHONE
everett@esrc.org EMAIL

16 August 2021

Shani Sparks
EOS Architecture
7542 Fay Avenue
La Jolla, CA 92037

Re: Initial Inventory of Biological Resources, 437 Marview Drive, City of Solana Beach

Dear Shani,

At your request I have conducted an Initial Inventory of Biological Resources at 437 Marview Drive in the City of Solana Beach pursuant to the City's Local Coastal Program Land Use Plan (LCP/LUP). This report also addresses comments provided by the City dated July 14, 2021.

The 437 Marview Drive project is the demolition of an existing single-family residence on a 0.325 acre parcel (APN 263-160-44), which will be replaced with a new split-level home and associated improvements.

The property is located in the northwest portion of the City, west of Interstate 5 and north of Lomas Santa Fe Drive (Figures 1 and 2). The elevation of the site is approximately 250' MSL (Figure 3). The project site is bordered on all sides by existing residential development (Figures 4 and 5), most of which was created in the late 1950s (HistoricAerials.com). Several other residences on Marview Drive (403, 439, and 445) have been remodeled and expanded in recent years, significantly encroaching into an Environmentally Sensitive Habitat Area (ESHA or its buffers). Most of the parcel (~80%) is flat and contains the existing residence as well as ornamental landscape plantings. On the back side of the house is a steep, west-facing manufactured slope (see Photographs). Contiguous with the western parcel boundary is an area *mapped* as an (ESHA - Figure 7).

Methods

To conduct the Inventory, I visited the project site on 16 June 2021. The conditions for observation during the visit were excellent, with thin high clouds, no impediments to visibility, temperatures in the mid 70s, and a 3-5 kt SW wind. The visit lasted from approximately 1230 to 1345. During my visit, I was able to examine the entire project site and adjacent areas. My observations were recorded as they were made and form the basis of this report. Animals were identified using scat, tracks, burrows, vocalizations, or by direct observation with the aid of 10X42 Leica binoculars.

Results

As shown in the attached photographs, most of the steep-west facing slope and flat areas behind the residence is covered with a thick mat of highly invasive non-native iceplant *Carpobrotus edulis*, likely planted to stabilize the slope and provide a fire resistant ground cover. The parcel is

mapped in the LUP as being within a Moderate Fire Hazard Severity Zone within the Urban Wildland Interface.

Along the western parcel boundary is an approximately 1,500 square foot area of native vegetation. It consists almost entirely of chamise *Adenostoma fasciculatum* plants. It also contains one laurel sumac *Malsoma laurina* bush and several small flat-top buckwheat *Eriogonum fasciculatum* bushes. The chamise, sumac, and buckwheat bushes are common components of several types of scrub/chaparral plant communities. The site does not any plant contain species typically considered indicative of Southern Maritime Chaparral, such as Del Mar manzanita *Arctostaphylos glandulosa* ssp. *crassifolia*, wart-stemmed ceanothus *Ceanothus verrucosus*, Nuttall's scrub oak *Quercus dumosa*, and small-flowered soap plant *Chlorogalum parviflorum*. Although it is not contiguous with the 437 Marview property, a small patch of higher quality habitat appears to currently occur within the drainage south of the project site.

Bird species detected include Anna's Hummingbird *Calypte anna*, House Finch *Haemorhous mexicanus*, and American Crow *Corvus brachyrhynchos*, all of which are species commonly found in residential areas. The only mammal detected was Botta's Pocket Gopher *Thomomys bottae* (burrows). The only reptiles/amphibians observed were several Western Fence Lizards *Sceloporus occidentalis*.

Regulatory Setting

The City of Solana Beach lies entirely within the State designated Coastal Zone. Accordingly, the City has developed and implemented its Local Coastal Program (LCP) Land Use Plan (LUP) to locally implement the State's goals for the coastal zone which are to:

- (a) Protect, maintain, and where feasible, enhance and restore the overall quality of the coastal zone environment and its natural and artificial resources.
- (b) Assure orderly, balanced utilization and conservation of coastal zone resources taking into account the social and economic needs of the people of the state.
- (c) Maximize public access to and along the coast and maximize public recreational opportunities in the coastal zone consistent with sound resources conservation principles and constitutionally protected rights of private property owners.
- (d) Assure priority for coastal-dependent and coastal-related development over other development on the coast.
- (e) Encourage state and local initiatives and cooperation in preparing procedures to implement coordinated planning and development for mutually beneficial uses, including educational uses, in the coastal zone.

Chapter three of the LUP describes the marine and land biological resources contained within the city, including sensitive species and habitats. The LUP further defines and maps Environmentally Sensitive Habitat Areas (ESHA) within the city. The LUP defines an environmentally sensitive area (Policy 3.1) as "any area in which plant or animal life or their habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which could easily be disturbed or degraded by human activities and developments". City policy requires that "development adjacent to ESHA be sited and designed to prevent impacts that would *significantly* (emphasis added) degrade ESHA and to be compatible with the continuance of

the [sensitive] habitat areas.” Chapter three of the LUP contains no less than 112 separate policies governing development in and adjacent to ESHA and other sensitive resources.

ESHA Designation

As noted above, the vegetation located on the Bertolino property consists predominately of a single plant species - chamise. Chamise is probably the most common and widely distributed scrub species in the state of California ([Chamise, *Adenostoma fasciculatum* \(calscape.org\)](http://calscape.org)). It is abundant in San Diego County and occurs from the coast to the highest elevations in the county, extending to the eastern slopes of the mountains. The other two native plant species noted on the site, laurel sumac and flat-top buckwheat, are nearly as common, widespread, and abundant. None of these plants are “rare or especially valuable” - which would preclude them from categorization as ESHA.

In addition, chamise (aka greasewood) is widely recognized within the fire services as one of the most dangerous native plant species due to its extreme susceptibility to wildland fire.

Buffer Policy

Policy 3.22 addresses buffers around ESHA. The ideal buffer width is 100 feet, but that may be reduced (Policy 3.65) by the Planning Department and the Fire Marshall. The situation on the Bertolino property poses a unique situation, however, in that the area has been intensely developed for many decades. The existing residence is on average 20 feet from the edge of the native vegetation. A similar situation exists on the parcel contiguous with the Bertolino property to the west. For the two contiguous parcels to the south, there is essentially no distance from the edge of structure to native vegetation. Throughout the drainage feature on the west side of the Bertolino parcel distances from native vegetation to existing structures are rarely greater than 30 feet. Thus, achieving a 100’ buffer (or even a 50’ buffer) is not practicable in this situation.

Conclusions

Because of the small area, existing edge effects, and vegetative monoculture, the native vegetation on the project site has very little habitat value and should not qualify as an ESHA. All of the vegetation falls within the existing 100’ Fuel Modification area, and most of it falls within Zone 1 (0-30 feet from the residence) meaning that it could be completely removed pursuant to Policy 4.75 of the LUP. It should be noted that if the native vegetation on the site were cleared as allowed by Policy, only a small patch and strip of vegetation two feet wide on the project site (826 square feet or 0.01 acres) would remain, and also pursuant to Policy 4.75 this could be thinned to a height of 18 inches. These legal actions would essentially eliminate any potential habitat functions and values that would remain. If other property owners bordering the drainage undertook these legal actions any functional habitat throughout the drainage would disappear. In essence, these circumstances render any remaining “habitat” on and near the project site impact neutral. Because of existing edge effects, including extensive growth of invasive iceplant, any native vegetation on the site will likely disappear within a matter of a few years.

Although the new structure will not be situated on exactly the same footprint as the existing residence, it will not impact or require removal of the native vegetation. As shown on the project Landscape Plan, the existing natural vegetation on the site will remain and will not be impacted.

Thank you for the opportunity to conduct this work, and please let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "William T. Everett".

William T. Everett, MS, FN, FRGS
San Diego and Riverside County Approved Biological Consultant

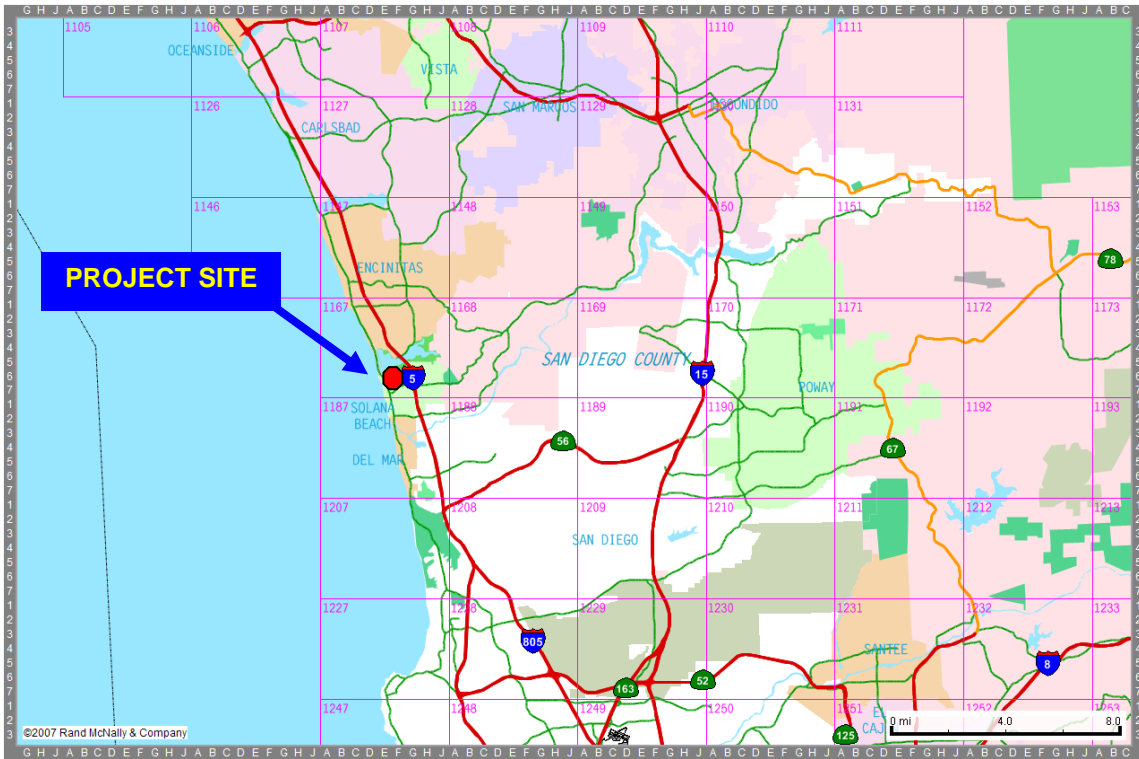


Figure 1. Location of the project site in regional context.



Figure 2. Detail location map of the project site.

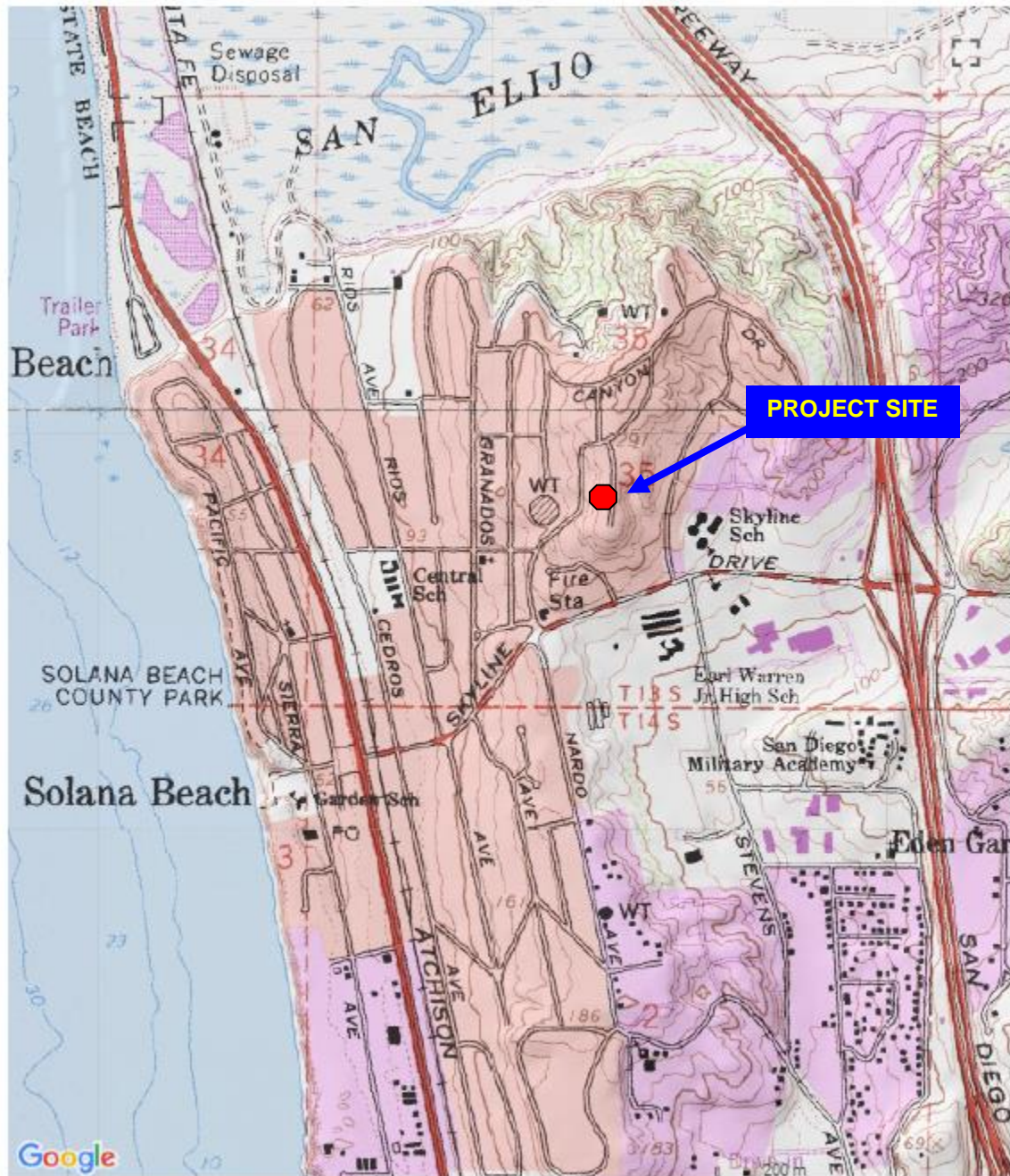


Figure 3. Topographical map showing the project site. Taken from USGS Del Mar 7.5 minute series quadrangle.

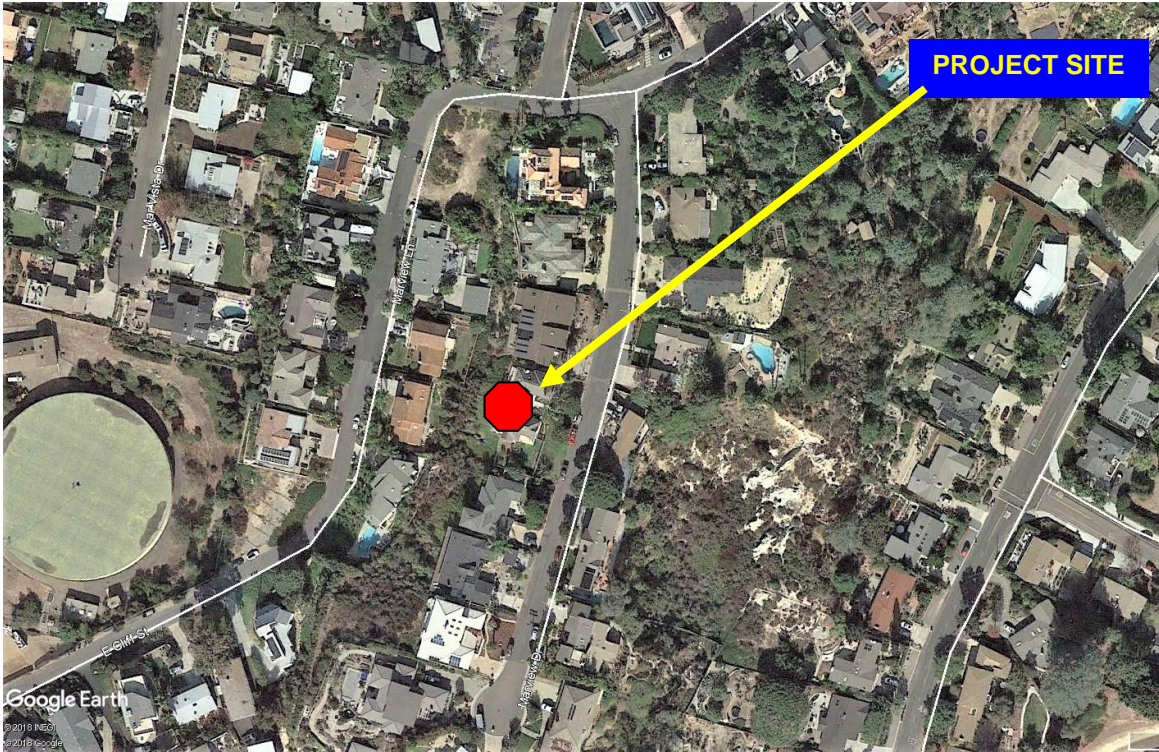


Figure 4. Project site in a local context.

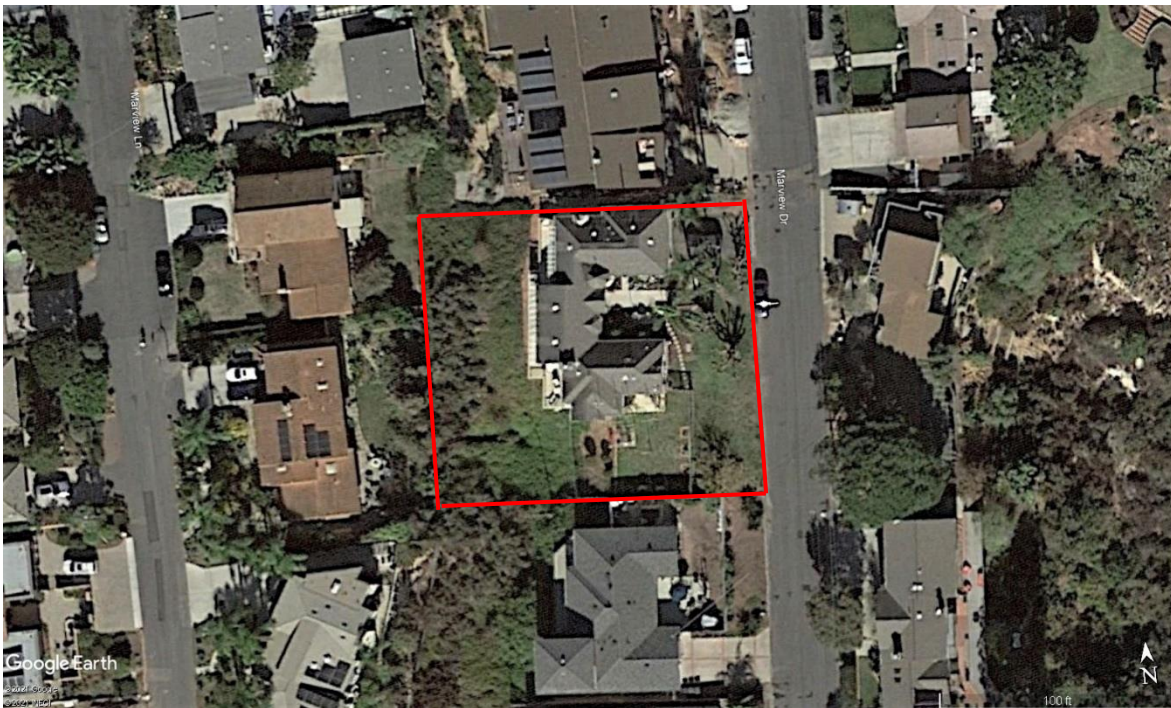


Figure 5. Close up aerial photograph of project site showing parcel boundaries.



Figure 6. Vegetation map for the property. White line represents parcel boundaries, the area within the red lines represents area of native plants on the site. All other areas shown are Urban/Developed - see text above for a description of the vegetation.

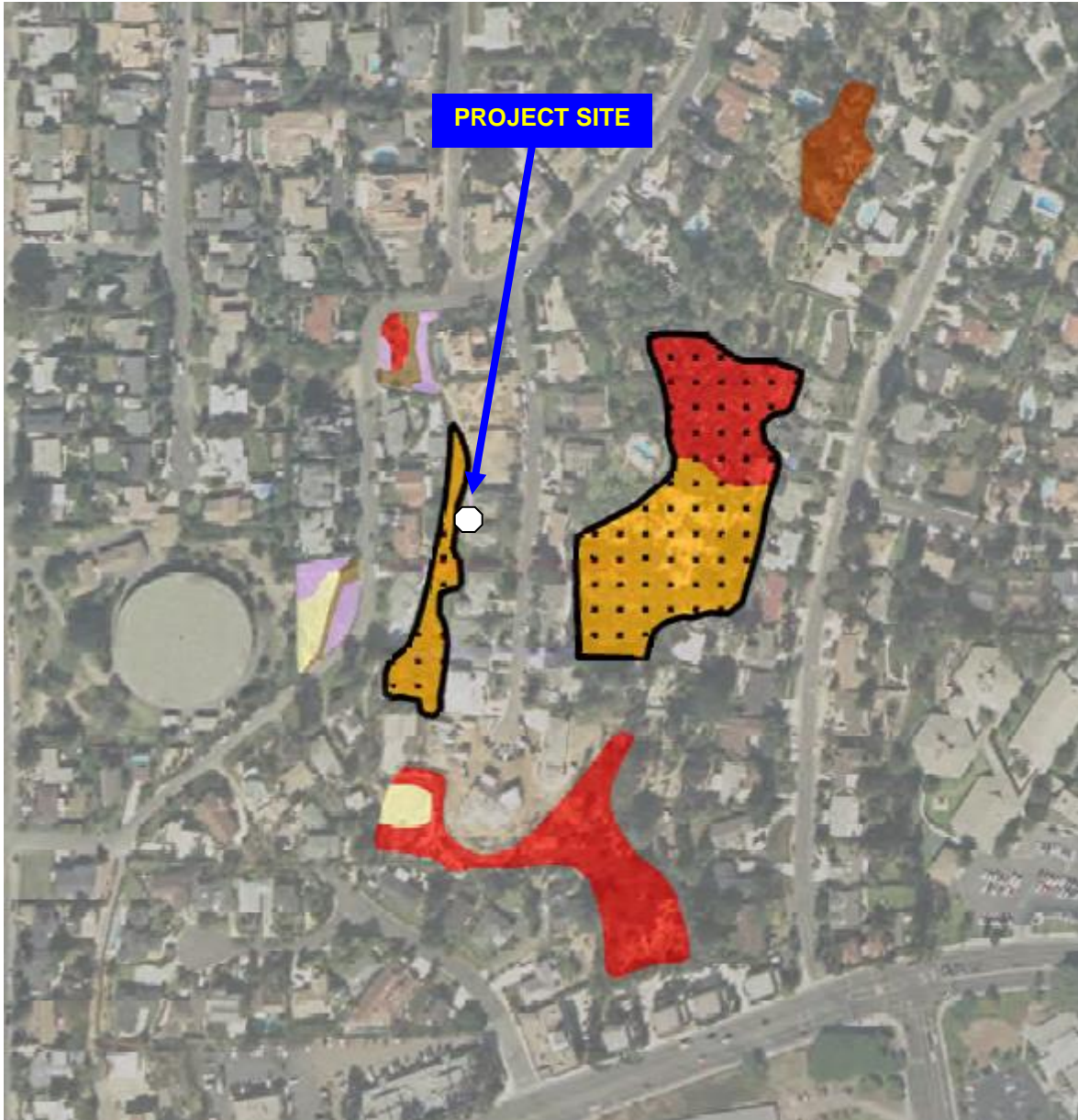


Figure 7. Natural vegetation types and Environmentally Sensitive Habitat Areas (ESHA) in the vicinity of the project site. Red dotted area indicates mapping as Diegan Coastal Sage Scrub - Disturbed. Orange dotted areas mapped as Southern Maritime Chaparral - Disturbed. Taken from the LCP/LUP Exhibit 3-6.



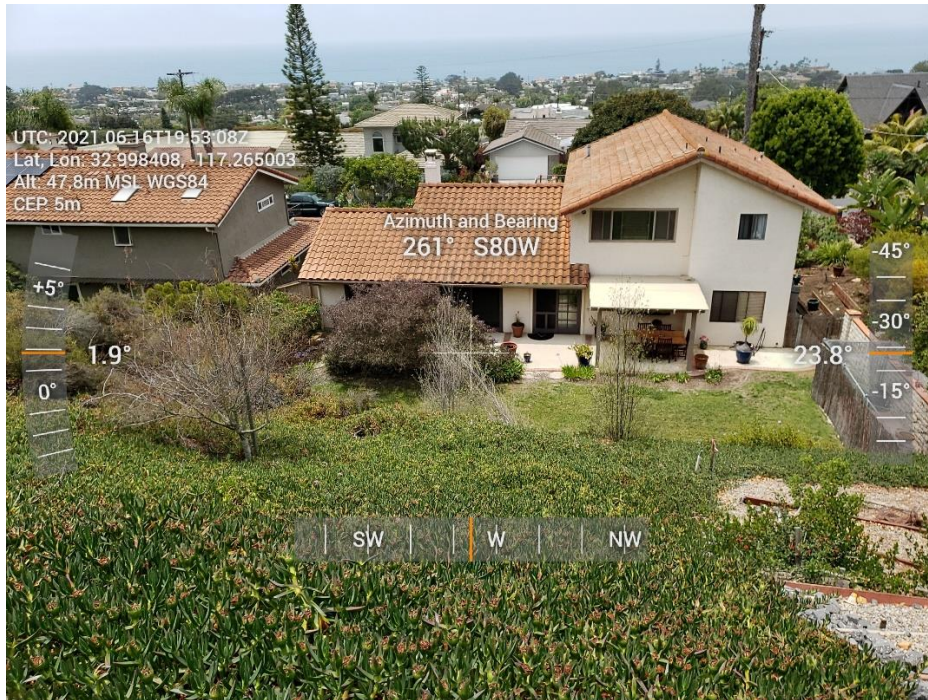
Photograph 1. View of the front of the existing residence, facing Marview Drive.



Photograph 2. View of northeast corner of the existing residence.



Photograph 3. View of southeast corner of existing residence.



Photograph 4. View looking west from the northwest corner of the existing residence. Extensive area of iceplant shown in the foreground.



Photograph 5. Rear of residence showing iceplant-covered slope.



Photograph 6. Unmanned Aerial Vehicle image showing parcel boundaries (southwest corner) and native vegetation.



Photograph 7. Unmanned Aerial Vehicle image showing native vegetation along western parcel boundary.



memorandum

date December 6, 2021

to Katie Benson, Senior Planner, Community Development Department, City of Solana Beach

from Sonya Vargas, Senior Biologist and Daryl Koutnik, Principal Biologist

subject Peer Review Memo for the Initial Inventory of Biological Resources for 437 Marview Drive, Solano Beach, California (APN 263-160-44)

Environmental Science Associates (ESA) has prepared this memorandum for the City of Solana Beach (City) to summarize the results of a peer review of the *Initial Inventory of Biological Resources, 437 Marview Drive, City of Solana Beach* prepared by Everett and Associates Environmental Consultants on August 16, 2021 (Inventory), for the proposed demolition of the existing single-family residence located at 437 Marview Drive (APN 263-160-44), to be replaced with a new split-level single-family home and associated improvements. The review of the biological resources report was completed in association with the Bertolino Residence architectural site plans prepared August 22, 2021 by EOS Architectural Inc. and revised November 1, 2021. A revised *Initial Inventory of Biological Resources, 437 Marview Drive, City of Solana Beach* report prepared by Everett and Associates Environmental Consultants on November 11, 2021 was also reviewed. The new development will extend beyond the currently developed footprint on the project site and will replace an unspecified square footage of urban/developed land dominated by iceplant (*Carpobrotus edulis*) with the expanded new footprint. A previously proposed associated infrastructure feature (stormwater level spreader) has been removed from the site plan and will no longer be installed. Removal of existing native vegetation is not proposed.

The purpose of this peer review is to verify the technical accuracy contained in the Inventory and to confirm adequate documentation of the biological resources present with an accurate analysis of project impacts for the purpose of determining project consistency with the City's Local Coastal Program (LCP) Land Use Plan (LUP), with specific reference to Chapter 3, Marine and Land Resources.

Methodology

The peer review included a desktop review of the Inventory and documentation related to the LCP, and a project site verification. The project site is located west of Interstate 5 and north of Lomas Santa Fe Drive in the City of Solana Beach, California. The site visit was conducted on September 16, 2021 by ESA senior biologist, Sonya Vargas, to verify the findings presented in the inventory of biological resources report. A review of the proposed site plan was included subsequent to the site visit.

Results

Based on the September 16th site visit, existing site conditions were observed to be consistent with those described in the Inventory. The site occurs within and adjacent to established residential areas (to the north, west, east, and south). Representative site photographs taken during the site visit are included as **Attachment A**.

Wildlife species detected during the survey included Anna's hummingbird (*Calypte anna*) and black phoebe (*Sayornis nigricans*), and a red-shouldered hawk (*Buteo lineatus*) was heard calling from an unknown nearby location.

The LUP designates Environmentally Sensitive Habitat Areas (ESHA) interspersed between the residential areas in the project vicinity. The closest LUP-mapped ESHA occurs about 20 feet west of the existing single-family residence near the bottom of a west-facing slope, and is designated as Southern Maritime Chaparral – Disturbed. This mapped ESHA covers an approximately 1,500 square foot area within the property and is dominated by chamise (*Adenostoma fasciculatum*), a common chaparral species. Other native plant species observed include laurel sumac (*Malosma laurina*), flat-top buckwheat (*Eriogonum fasciculatum*), black sage (*Salvia mellifera*), blue-eyed grass (*Sisyrinchium bellum*), common sandaster (*Corethrogyne filaginifolia*), and red bush monkeyflower (*Diplacus puniceus*). In addition, near the southwest corner of the property, there was at least one mature ceanothus species. It was not clear at the time of the site visit whether the ceanothus detected occurred within the property boundaries, or off-site, which is immaterial since the entire patch of habitat supports this sensitive species regardless of the property boundary. Based on the current out-of-season conditions, this ceanothus was identified as likely being the California rare plant rank 2B.2 special-status species, wart-stemmed ceanothus (*Ceanothus verrucosus*), often an indicator species of southern maritime chaparral. The specimen observed possessed the characteristic corky leaf stipules and the leaves had entire margins. While it is advisable that the applicant have a survey conducted for this species during the blooming period (January-April) to positively identify the species as well as determine whether any of the plant occurs within the property boundary, the species was accurately identified outside of the blooming period by ESA. The ceanothus is connected to a patch of higher quality habitat that extends south of the project site. The remainder of the open area west and immediately adjacent to the existing property is dominated by a dense mat of iceplant containing scattered non-native and ornamental plant species. The iceplant appears to be encroaching into the native habitat and filling in the open areas in between the chamise.

The Inventory references LUP Policy 3.1 that defines an environmentally sensitive area as “any area in which plant or animal life or their habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which could be easily disturbed or degraded by human activities and developments,” and concludes that due to the small area, existing edge effects, and vegetative monoculture, the native vegetation mapped as ESHA in the LUP has very little habitat value and should not qualify as an ESHA. However, assuming the presence of wart-stemmed ceanothus, then this habitat has potential for supporting sensitive species, which could easily be disturbed or degraded by human activities and developments, such as invasion by non-native iceplant. Furthermore, according to Policy 3.6 of the LUP, any area mapped as ESHA shall not be deprived of protection as ESHA, as required by the policies and provisions of the LCP, on the basis that habitat has been illegally removed, degraded, or species that are rare or especially valuable because of their nature or role in an ecosystem have been eliminated. The LUP also states that, “...the mixed chaparral supports regionally rare species (Nuttall's scrub oak and wart-stemmed ceanothus), and as such, when looked at on a case-by-case basis, even isolated patches could be considered ESHA.”

While the applicant states that no native vegetation will be impacted as a consequence of the expansion beyond the existing development footprint, a preliminary grading plan and landscape plans depicted two “level spreaders,” both of which would remove existing native vegetation, constituting direct impacts to ESHA. The two level spreaders have been removed in the revised grading and landscape plans and are no longer proposed. In addition, the western expansion along the west-facing slope has the potential to impact the native vegetation, which is currently on average 20 feet from existing development, and will be immediately adjacent to the new development. Moreover, the LUP establishes policies that call for the protection of areas adjacent to ESHA through the provision of buffers. These buffers would be made up native vegetation surrounding ESHA to prevent impacts that would significantly degrade the ESHA. The LUP goes on to describe that development shall not be permitted within those buffer areas, and that new development be sited and constructed to avoid impacts, including fuel modification, that would significantly degrade ESHA. Policy 3.29 of the LUP also specifies guidelines for landscaping adjacent to ESHA, which should be followed. The current landscape plans indicate that the ice plant will be replaced with “coastal sage inspired slope landscape,” which is inferred to be “Native Slope Planting.” The “Native Slope Planting” palette lists native herbaceous and shrub species, including unnamed *Ceanothus* species. Selection of native species for landscaping should be done carefully in order to avoid indirect impacts such as potential genetic mixing with any sensitive native species of the same genus in the area (only locally indigenous plant material should be used).

The Fire Department was contacted by the City and confirmed that the property area is not within a Very High Fire Severity Zone, and thus no adjustments to the fuel modification will be required. It should also be noted that due to the fragmentation of the native habitat, it likely does not support a formal wildlife corridor system.

While the proposed project construction area does not contain suitable nesting habitat for sensitive or migratory bird species, as defined in LUP Policy 3.32, mature trees within 500 feet of the project site may provide potential nesting habitat for raptors. LUP Policy 3.32 includes the following recommendation:

Policy 3.32. For development in locations known, or determined by environmental review, to potentially have breeding or nesting sensitive bird species, two weeks prior to any scheduled development, a qualified biological monitor shall conduct a preconstruction survey of the site and within 500 feet of the project site. Sensitive bird species are those species designated “threatened” or “endangered” by state or federal agencies, California Species of Special Concern, California Fully Protected Species, raptors, and large wading birds. In addition, surveys must be conducted every two weeks for sensitive nesting birds during the breeding season. If nesting sensitive birds are detected at any time during the breeding season, the California Department of Fish and Wildlife shall be notified and an appropriate disturbance set-back will be determined and imposed until the young-of-the-year are no longer reliant upon the nest. The set-back or buffer shall be no less than 100 feet.

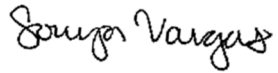
Because red-shouldered hawk, a raptor, was heard in the general area of the project site, ESA recommends compliance with the Policy 3.32, initially implementing the recommended minimum 100-foot buffer, if an active nest is found during the preconstruction survey.

Conclusion and Recommendations

ESA concludes that the proposed development, as currently designed in the revised grading and landscape plans, is consistent with the Coastal Act or Chapter 3 of the LUP, in that the proposed development footprint would not directly impact ESHA. The revised biological resource assessment concurs with ESA’s conservative determination that the area supporting native vegetation still retains qualities of an ESHA in supporting habitat

for rare species. Our previous recommendation to revise the stormwater and landscape plans to avoid direct impacts to ESHA has been incorporated.

If you have any questions regarding this review, please contact Janelle Firoozi at 949.422.3485 or Sonya Vargas.



Sonya Vargas

Senior Biologist

ESA | Environmental Science Associates

619.767.8652 cell

svargas@esassoc.com

Attachment A. Representative Site Photographs

Attachment A. Representative Site Photographs



Photo Point 1 – View of open space south of Residential Property, facing west.



Photo Point 2 – View of open space north of Residential Property, facing west.



Photo Point 3 – View of open space east of Residential Property, facing south.



Photo Point 4 – View of open space west of Residential Property, facing south.



Photo Point 5 – View of open space west of Residential Property, facing north.



Photo Point 6 – View of open space west of Residential Property and adjacent retaining wall, facing south.



Photo Point 7 – View of open space west of Residential Property, facing west.



Photo Point 8 – View of open space and native vegetation west of Residential Property, facing northeast.

John and Barbara Mansdorfer
[REDACTED] Marview Lane
Solana Beach, CA 92075
[REDACTED]

RECEIVED

AUG 09 2022

Community Development Dept.
City of Solana Beach

August 9, 2022

Katie Benson
Staff Project Planner
City of Solana Beach

Dear Ms. Benson,

Thank you for meeting with us on August 2, 2022 and showing us the plans for the proposed new structure at 437 Marview Drive, Solana Beach.

Project File: DRP 21-009/5DP21-010

Property Owners/Applicants: Tom & Marti Bertolino.

We live on Marview Lane, and the new structure will overlook our home and garden from the rear. At 4401 SF, and two storeys, it is considerably larger than the existing property structure. It will also include an outdoor space with spa and bocce ball court. The plans require grading of the hill which is between our house and the Bertolino's property (see attached photos).

Given that we live downhill from the homes on Marview Drive, we already lack some degree of privacy. This new structure and outdoor entertainment area will impact us so much more. We are very concerned about how this will affect our privacy, quality of life going forward, and the resale value of our house. We would like our concerns to be noted, before the City Council meets to consider the Development Review Permit.

Sincerely,

John and Barbara Mansdorfer



RECEIVED

SEP 12 2022

Community Development Dept.
City of Solana Beach

Katie Benson

From: Jim Greenstein [REDACTED]
Sent: Sunday, September 11, 2022 9:41 PM
To: Katie Benson
Cc: John Mansdorfer; Mo Sammak; Carrie Greenstein; Joseph Lim
Subject: 437 Marview Drive - Bertolino

CAUTION: External e-mail. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Katie,

I hope you had a good weekend.

As I mentioned last week, we are providing comments regarding the Bertolino's project, located along the east side of our property at [REDACTED] Marview Lane. We are concerned about the impacts of proposed grading and drainage (both rainfall and irrigation) on the steep slopes and bluffs located between the Bertolino's proposed project and our home. Our neighbors John and Barbara Mansdorfer at [REDACTED] Marview Lane have the same concerns, as the bluff extends onto their property. There is not adequate information on the plans to address the grading and drainage impacts, and slope/bluff stability. Therefore, before the Bertolino's project is placed on the Agenda and presented to Council, we would like the following items resolved:

1. Slope Stability and Grading

The plans currently do not adequately show the extent of the grading needed to provide a complete geotechnical evaluation. Due to the steep slopes and bluffs, we need to verify that the proposed project will not pose a hazard to our property (or our neighbors at 450 Marview Lane) by impacting the stability of the steep slopes and bluffs.

The civil and architectural plan both note that soil removal and recompaction is zero. However, this disagrees with the Hetherington geotechnical investigation that recommends removal of unsuitable soils, scarifying existing soil and placement of fills.

Considering this project is being constructed on a slope, I anticipate soil removals and recompaction to extend beyond the structures and hardscape, as is also mentioned in the Hetherington report ("to 5-feet beyond" and "3 to 5-feet below").

The plans currently do not show the full extent of grading needed for the proposed project. We are requesting that the Bertolino's geotechnical engineer provide a site plan that shows the entire site area anticipated to be graded and disturbed, as well as showing the depths and extent of remedial grading in site cross sections.

As for the cross section, the cross section in the TerraPacific report matches an older cross section in the architectural plans. PLSA provided additional surveying that more accurately maps the bluffs on our property. The geotechnical cross section should reflect the latest survey topo.

The proposed lower-level patio for the project is depicted without a perimeter retaining wall. The patio edge is up to 4.5-feet above the existing ground. To adequately evaluate the grading impacts to the slope and bluff, and the required remedial grading, the plans need to show the perimeter retaining walls and the limits of grading for constructing of the retaining walls.

2. Drainage

This project proposes to double the impervious areas, greatly increasing the amount of runoff. Considering this project is perched on a steep slope that leads to steeper slopes and bluffs below, drainage will have a detrimental impact on our property, as well as 450 Marview Lane, if not addressed adequately.

Currently, any runoff is spread over the entire slope. The project substantially changes the existing conditions by proposing to collect and concentrate the drainage into a pipe that conveys runoff water to and across our property. Although many months ago I had discussions with Bertolino's representative about this possibility, we did not reach an agreement to implement this concept. After further evaluation and consideration, we are not willing to accept any pipe or other facility that conveys runoff or drainage water from the proposed project on or across our property. The slope and bluff must remain stable and not be compromised by increased groundwater or runoff.

Currently, the westerly slope of the Bertolino property is not irrigated and is covered with ice-plant and native vegetation. If irrigation is added on the west side of the project, it must be restricted to only allow drip irrigation to establish the planting of native and drought tolerant plants.

Also, the plan does not show how low flow runoff will be treated. Low flows from excessive irrigation and leaks, and from the spa, must be infiltrated on the Bertolino's property to avoid nuisance flows that can damage pavements and destabilize the bluff on the west slope.

3. Sewer

The lower level of the proposed house is lower than the public sewer main in the street on Marview Drive. The plans do not show how the sewage will get to the public main on Marview Drive. While a sewer pump system can be added, we would not want a pump system failure to cause sewage flows onto our property. We request that the pump system be located within a patio or under the house where it will be monitored and repaired quickly.

Before this project is scheduled on the Council Agenda and presented to Council, we ask that these issues be resolved.

Thank you,

Jim & Carrie Greenstein

██████ Marview Lane

Please note that John Mansdorfer at ██████ Marview Lane is copied on this email.

To whom it may concern,

Myself, Samuel Cannon and my fiancé, Paul Stone live at [REDACTED] Marview Dr. We have been made aware, by our neighbors at, 437 Marview Dr, of the upcoming new structure being built. We have seen the plans and story poles and are supportive of the project to move forward.

Best Regards,

Samuel Cannon & Paul Stone

May 16, 2022

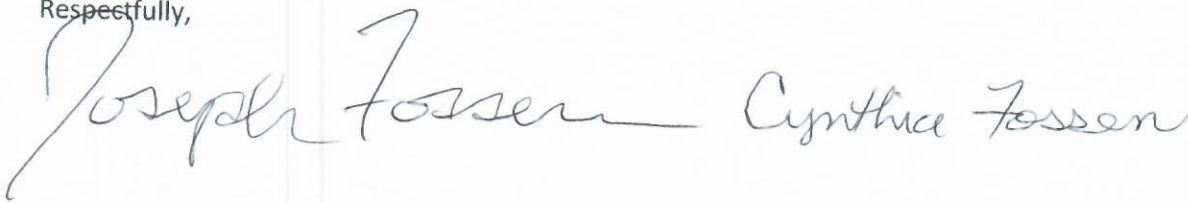
City of Solana Beach

To Whom It May Concern,

We are Joseph and Cynthia Fossen, owners of the 2005 Fossen Trust, property owners located at [REDACTED] Marview Drive, Solana Beach. The property 437 Marview Drive, owned by Tom and Marti Bertolino, is located directly north of our property.

The Bertolino's project File:DRP20-005/SDP-009 is the reason for our letter. The Bertolinos have provided us with an opportunity to meet with themselves and their architect, Jennifer Bolyne, on more than one occasion, to address our concerns for the proposed plans. Our concerns were listened to, taken into consideration and changes were made to the proposed plan before it was submitted to the City of Solana Beach. We feel the Bertolinos have been very responsive to our concerns and we are very satisfied with the plan submitted. We look forward to completion of their new home and having them as neighbors.

Respectfully,

Handwritten signatures of Joseph Fossen and Cynthia Fossen in cursive script.

Joseph Fossen

Cynthia Fossen

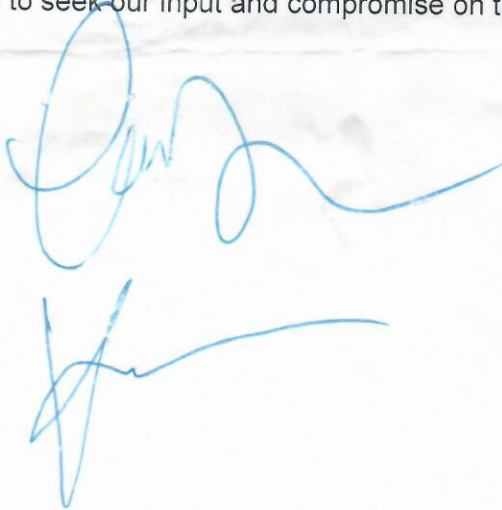
May 6, 2022

Re: Marty and Tom Bertolino

To whom it may concern:

Marty and Tom Bertolino live across the street from us on Marview Drive in Solana Beach. During the course of the design process for the rebuild of their home, they have sought out our input and been responsive in accepting our feedback. At one point, their design had included a crow's nest above the existing single story home which was not a desirable addition from our vantage point out west. They worked with their architect and removed the second story. We really appreciate their willingness to seek our input and compromise on their design.

Sincerely,
Todd and Kimeya Johansen
[REDACTED] Marview Drive

A handwritten signature in blue ink, consisting of a large, stylized initial 'T' followed by a cursive name, and a second, smaller signature below it.

From: Rebecca Schmitt [REDACTED]
Sent: Tuesday, May 24, 2022 12:51 PM
To: Jennifer Bolyn <jen@eosarc.com>
Cc: [REDACTED]
Subject: 437 Marview Drive view impact on [REDACTED] Marview Drive

Good afternoon, Jennifer,

Sorry for the delay, I was out of town for a month. Please feel free to share this e-mail with the Solana Beach planning department. If you need me to send this directly to someone at the City, please let me know. I can also drop it off in person tomorrow if that helps.

-You and the owners worked with us throughout the process as you developed the plans for 437 Marview Dr.

-Because we are directly across the street, our views will be negatively impacted more than other neighbors. We appreciate that you took that into consideration in the process and were responsive to our concerns.

-We have agreed that the current/final building design, although it significantly reduces our views, is reasonable and provides us with a reasonable remaining view.

-I'm not sure if this counts as part of the view assessment, but the owners have confirmed that, with the possible exception of a palm tree or two, trees will be removed and the landscaping will be kept low so as to not block our remaining view. We appreciate that accommodation as well.

It has been a pleasure working with you and the owners throughout the process.

Rebecca Schmitt
[REDACTED] Marview Dr
Solana Beach, CA 92075
[REDACTED]



7542 Fay Ave
La Jolla, CA 92037
(858) 459-0575 PHONE
www.eosarc.com

January 3, 2022

**Attn: City Council Members
c/o Ms. Katie Benson
Senior Planner, Community Development Department
City of Solana Beach, 635 South Highway 101**

**RE: Bertolino Residence
437 Marview Drive
Solana Beach, VA
DRP20-005/ SDP-009**

Dear Members of City Council,

The following letter describes the proposed design for the Bertolino Residence located at 437 Marview Drive and documents the neighborhood outreach and coordination process. Marti and Tom Bertolino, the Applicants for this project, have lived in their existing home for over five years and now look forward to replacing the older residence with one that suits their family's needs and integrates well into the neighborhood. This letter describes and documents the proposed design and neighbor-meeting process. The overall intent for this project is to create an aesthetically beautiful home, including landscaping, which is not only in keeping with but is a sensitive enhancement to the neighborhood. The design process has painstakingly engaged neighborhood feedback to ensure compliance with the criteria for a design review and site development permit.

NEIGHBOR OUTREACH

This application has involved extensive coordination with the adjacent neighbors, as follows:

- 1) At the beginning of the project, in March of 2021, we met onsite with the neighbors to discuss design concepts and listen to any concerns regarding the project development. We sent invitations to all neighbors (owners and occupants) within the 300-foot mailing radius.
- 2) We had preliminary story poles set, and based on discussions with the easterly neighbors, we determined that a single-story home (as viewed from the street) with an enhanced setback on the Southern side would minimize the view impact of the project. (2021)
- 3) We explored several design iterations at the request of the neighbors, and we provided several rounds of preliminary story poles for the neighbor's view analysis. (Ongoing through 2021)
- 4) Once we set the final story poles per city standards, the neighbors directly to the North requested that the height and location of the building on the Northwest corner be reduced and located farther east, as well as that the westerly deck be reduced. We made these changes to their satisfaction, and updated story poles were set. (June 2022)

5) There were multiple iterations of site drainage design to satisfy neighbors' concerns to the West. The civil engineer designed the drainage to sump to Marview Drive, reducing the overall storm drainage impacting the neighbors to the West. The soils engineer also provided all additional information needed to verify the slope's stability and the design's feasibility. (Ongoing, up through December of 2022)

ADDITIONAL NEIGHBOR COORDINATION

The following modifications were proposed as a result of ongoing coordination with neighbors after the project was placed on Council agenda and have not officially been reviewed by the planning department. They will be part of special conditions of approval added by staff prior to hearing or by City Council upon approval.

1) During the process, the Bertolino's agreed to omit their pool and bocce ball court from the rear yard to address the neighbor's concerns regarding noise and proximity. (Ongoing 2022).

2) The landscape plan was also redesigned on the lower level to address Westerly neighbor concerns regarding the vicinity of the usable areas to the rear property line, and all hardscape, as well as the spa was relocated East, behind the rear setback line. Per the neighbor's request, the overall hardscape area was greatly reduced, and landscape screening was added to assure mutual privacy. This latest iteration was finalized after multiple attempts to communicate with the Westerly neighbors, and the Bertolino's patiently and diligently addressed all the neighbor's comments, even those that were made late in the process. (January 2023)

3) The upper-level deck was reduced on the first week of January 2023 because of ongoing neighbor discussions (see 2 above).

NEIGHBORHOOD CONTEXT

Along Marview Drive there are a combination of one- and two-story homes. The new house was designed to be single-story (as viewed from the street) to minimize bulk and scale, and 1,180 square feet of the building area was located below street level to reduce the appearance of building mass. Careful coordination was made regarding the rear yard design to minimize the impact on the Westerly neighbors. As viewed from the Westerly Marview Lane homes, this project will have less scale impact than the two-story homes along the Marview Drive hillside. Additionally, the new home is located farther East of the existing home and the new decks are substantially within the line of the existing deck.

SITE PLANNING

The site planning for this project meets or exceeds minimum zoning setback standards and sensitively places structural mass and active outdoor design elements away from neighboring homes. The southerly setback was enhanced for view concerns of the Easterly neighbors. The new home was located a minimum of eight feet farther East than the existing home, and a deepened covered patio assures that the Western – view facing - outdoor use will be more central to the house and not along the Western edge looking down on the Westerly neighbors (as is with the existing deck). An existing balcony on the Northern side of the home has been eliminated from the new design, increasing the privacy of the Westerly and Northerly neighbors. The site will be graded to accommodate the semi- subterranean lower level, and the landscape/ hardscape design integrates neighbor feedback.

ARCHITECTURAL FEATURES

In designing the home, the neighborhood's character was respected, balancing aesthetic beauty, design needs and functionality, and the neighbors' requests on all sides.

The design incorporates varied façades, roof planes, and vertical elements to minimize the appearance of bulk and scale. Eaves soften building façades, enhance horizontal elements, and add building articulation. Sensitively placed windows, enhanced building materials of stone, smooth stucco, and metal roof are in keeping with the residential character and provide visual interest.

The upper-level west-facing covered deck is substantially within the line of the existing deck, has multiple planes to minimize scale from the West, and will enhance the privacy for the westerly neighbors as the deeper dimension allows for the residents to be centrally located under cover versus on the westerly edges as previously discussed.

The project utilizes high-quality, soft-toned materials to blend into the hillside colors, including a stained wood ceiling, stone, and cream-colored stucco.

PROJECT DESIGN: LANDSCAPE DESIGN CONSIDERATIONS

The proposed landscape plan enhances the property using native and drought-tolerant materials. The location and height of any significant landscape was considered for view impact and the landscape design, in general, softens the overall design aesthetic to be an addition to the Marview Drive streetscape. As previously described, the rear yard landscape was designed to account for Westerly neighbors' privacy concerns and to soften the structure's appearance from below. A variety of native plants will be used, especially on the slope which is currently occupied by ice plant. The variety of natives selected for the slope will improve the aesthetic from below, return it to a more natural design, and ensure slope stability.

SDP WAIVER FOR NEW STORY POLES

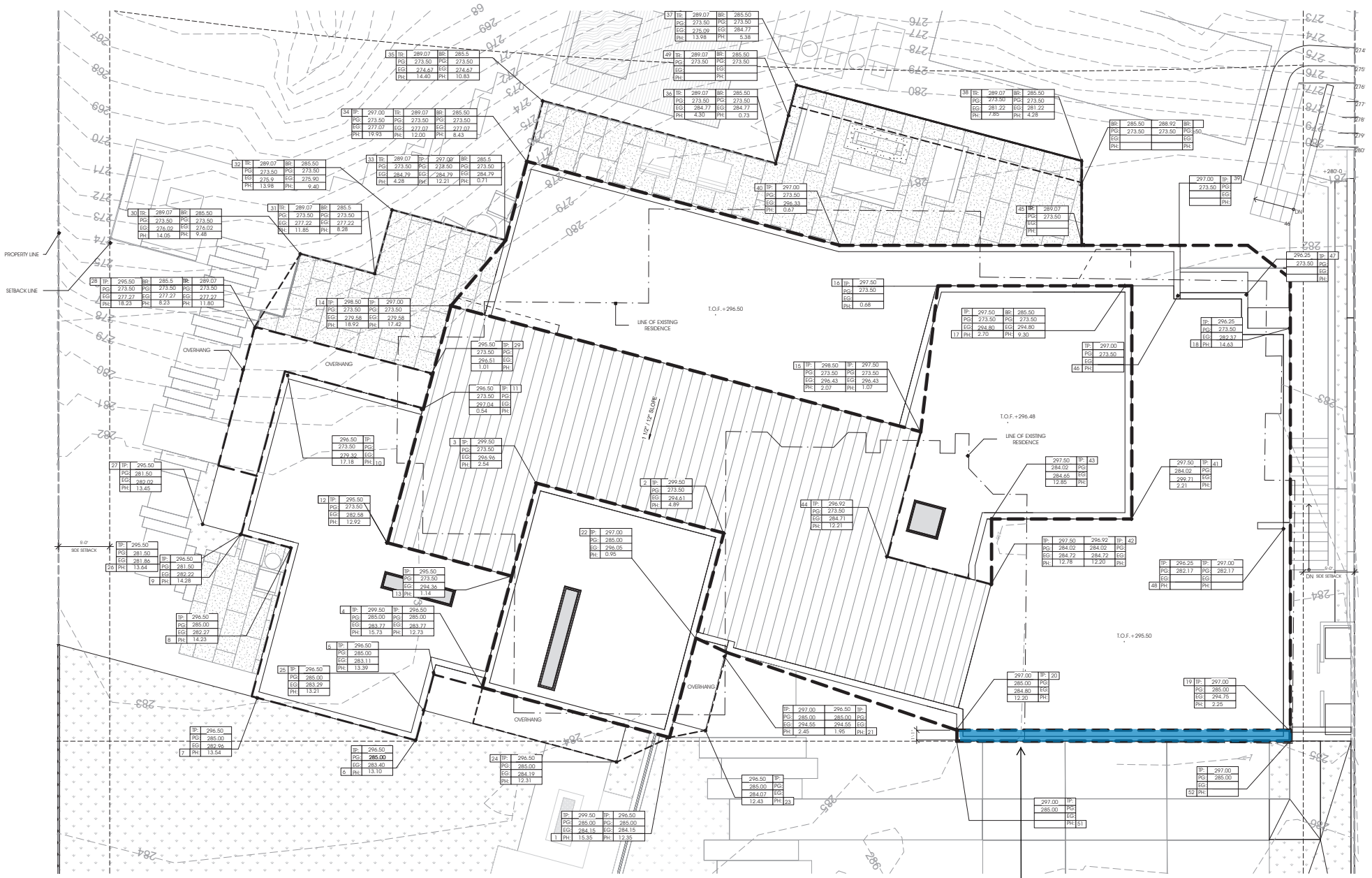
Per the attached diagram, and due to design revisions made to satisfy the Northerly neighbor (see number 4 under Neighborhood Outreach) the master bedroom was pushed further East (by 4.5 feet), resulting in the garage being slightly moved in the same direction, placing the walls one foot outside of the original poled location on the Eastern facade. A SDP waiver for the 30 day noticing of these new poles is being requested as the new pole location does not impact the view of any of the adjacent neighbors and the new location was provided at the request of the Northerly neighbors. None of the surrounding neighbors objected to the one-foot easterly expansion.

In summary, the project drawings and the above analysis demonstrate how the Bertolino's home was designed to be compatible with the general plan and the neighborhood while meeting or exceeding all design criteria. Additionally, the Applicant's approach and thoughtful considerations toward neighbor feedback reflect a project that will be a sensitive enhancement to the overall neighborhood fabric.

We ask for your approval of this DRP/ SDP permit.

Warmest regards,

Jennifer Bolyn
Principal Architect

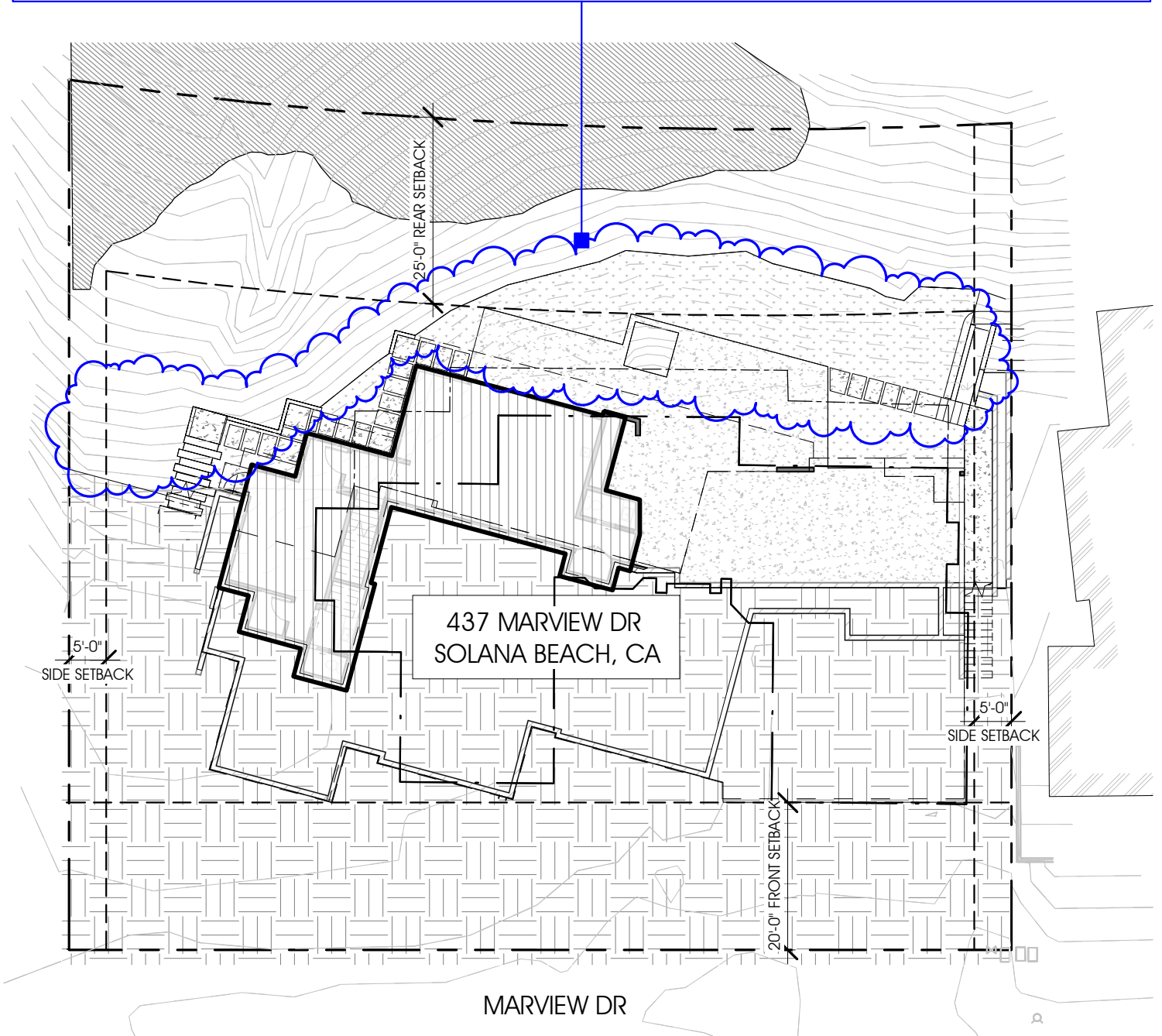


STORY POLE PLAN
1/4" = 1'-0"

AREA HIGHLIGHTED IN BLUE REFLECTS THE ONE FOOT EASTERLY EXPANSION REQUESTING A SDP WAIVER

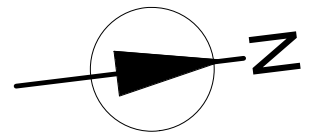
REVISIONS:

- 1) HARDSCAPE REDUCED AND RELOCATED BEHIND REAR SETBACK LINE (FARTHER EAST)
- 2) SPA RELOCATED OFF SLOPE
- 3) BOCCE COURT ELIMINATED
- 4) SEATING AREA ON SOUTH WEST SIDE OMITTED
- 5) LANDSCAPE PLAN WILL SHOW SCREENING PLANTS FOR NEIGHBORS TO WEST



SITE PLAN - LOWER LEVEL

SCALE: 1"=20'-0"

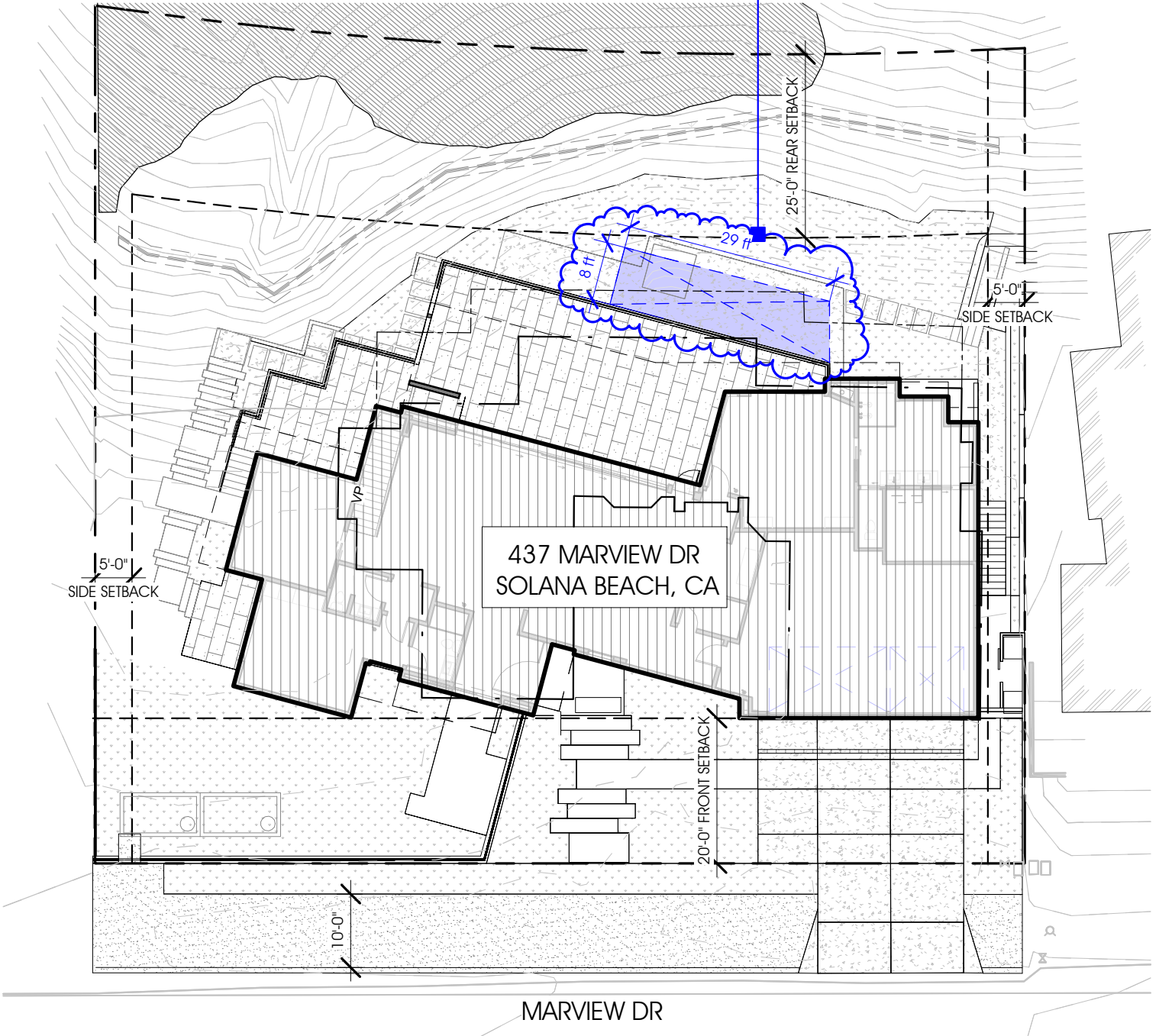


BERTOLINO RESIDENCE

437 MARVIEW DR SOLANA BEACH, CA

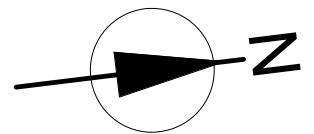


REVISION:
8 FEET X 29 FEET OF DECK OMITTED ON
UPPER LEVEL



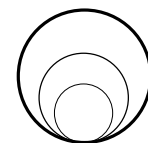
SITE PLAN - UPPER LEVEL

SCALE: 1"=20'-0"



BERTOLINO RESIDENCE

437 MARVIEW DR SOLANA BEACH, CA



e o s
architecture inc.

www.eosarc.com



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: January 11, 2023
ORIGINATING DEPT: Community Development Department
SUBJECT: **Public Hearing: Request for a DRP and SDP to Demolish the Existing Single-Family Residence and Construct a Replacement Single-Family Residence with an Attached Garage, an Attached Accessory Dwelling Unit, and Perform Associated Site Improvements 327 Acacia Avenue. (Applicant: Gregory and Lynette Petre; Application: DRP22-011/SDP22-009; APN: 263-303-12; Resolution No. 2023-003)**

BACKGROUND:

The Applicants, Gregory and Lynette Petre, are requesting City Council approval of a Development Review Permit (DRP) and Structure Development Permit (SDP) to demolish a single-story, single-family residence, construct a replacement 1,956 square foot two-story, single-family residence with an attached 430 square foot garage and an attached 414 square foot Accessory Dwelling Unit (ADU) at 327 N. Acacia Avenue. The 4,003 square-foot lot is located within the Medium Residential (MR) Zone and the Scaled Residential Overlay Zone (SROZ). The project proposes grading in the amounts of approximately 12 cubic yards of cut and 6 cubic yards of fill with 5 cubic yards of excavation for footings and 50 cubic yards for removal and recompaction. The maximum building height of the residence is proposed at 24.30 feet above the proposed grade with the highest pole at 80.30 MSL.

The project meets two thresholds for the requirement of a DRP, including: 1) construction in excess of 60 percent of the maximum allowable floor area; and 2) construction of a second story that exceeds 40 percent of the floor area of the first floor. The project requires an SDP because the proposed development exceeds 16 feet in height above the existing grade.

The issue before the Council is whether to approve, approve with conditions, or deny the Applicant's request as contained in Resolution 2023-003 (Attachment 1).

CITY COUNCIL ACTION:

DISCUSSION:

The 4,003 square-foot lot is located on the west side of N. Acacia Avenue, five properties north of the intersection of N. Acacia Avenue and Estrella Street. The property is rectangular in shape with 49.99 feet of street frontage on N. Acacia Avenue and a depth of 80.06 feet. The lot is flat with a total change in elevation of approximately 1.2 feet across the entire lot. The lot is currently accessed by a driveway in the southeast corner of the lot.

The Applicants are requesting approval of a DRP and SDP to demolish the existing residence and attached garage and construct a replacement two-story single-family residence with an attached main floor two-car garage, an attached main floor ADU and perform associated site improvements including grading, a water feature, planters, entry gates, and landscaping. The proposed ADU meets the objective standards as required by state law and is therefore not subject to the City’s discretionary review process. The project plans are included in Attachment 2.

Table 1 (below) provides a comparison of the SBMC applicable zoning regulations with the Applicant’s proposed design.

Table 1	
LOT INFORMATION	
Property Address:	327 N. Acacia Ave.
Lot Size:	4,003 sf
Max. Allowable Floor Area:	2,001.5 sf
Proposed Floor Area:	1,986 sf
Below Max. Floor Area by:	80.5 sf
Max. Allowable Height:	15.5 ft
Max. Proposed Height:	24.30 ft
Highest Point/Ridge:	80.30 MSL
Overlay Zone(s):	SROZ
Zoning Designation:	MR (5-7 du/ac)
# Units Allowed:	1 SFR, 1 ADU, 1JADU
# Units Requested:	1 SFR and 1 ADU
Setbacks: (d)	Required Proposed
Front (E)	25 ft* 20 ft
Interior Side (N)	5 ft 5 ft
Interior Side (S)	5 ft 5 ft
Rear (W)	25 ft* 15 ft
	* Front reduced to 20ft and Rear reduced to 15ft because lot is less than 90 feet in depth per SBMC 17.20.030.1.b&d
PROPOSED PROJECT INFORMATION	
Proposed Floor Area Breakdown:	Required Permits:
First Floor Living Area 936 sf	DRP: grading in excess of 100 cubic yards; construction that exceeds 60% of the maximum allowable floor area; and construction of a second story that exceeds 40% of the first floor.
First Floor Attached Garage 430 sf	
Second Floor Living Area 1,020 sf	
Subtotal 2,386 sf	SDP: a new structure that exceeds 16 feet in height from the existing grade.
Off-Street Parking Exemption - 400 sf	
Total Proposed Floor Area:	1,986 sf
Proposed Grading: 12 CY of cut, 5 CY of fill, 5 CY excavation for footings, and 50 CY for removal and recompaction	
Proposed Parking: 2 Garage	Existing Development: Single-story, single-family residence with attached one-car garage to be demolished
Proposed Fences and Walls: Yes	
Proposed Accessory Dwelling Unit: Yes	
Proposed Accessory Structure: No	

Staff has prepared draft findings for approval of the DRP in the attached Resolution 2023-003 for Council's consideration based upon the information in this report. The applicable SBMC sections are provided in italicized text and recommended conditions of approval 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 2023-003.

Development Review Permit Compliance (SBMC Section 17.68.40):

A DRP is required because the proposed development includes construction of a residence in excess of 60 percent of the maximum allowable floor area for the property, and construction of a second story that exceeds 40 percent of the first floor. 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 2023-003 provides the full discussion of the findings.

1. The proposed development is consistent with the general plan and all applicable requirements of the zoning ordinance including special regulations, overlay zones, and specific plans.
2. The proposed development complies with the development review criteria.
3. All required permits and approvals issued by the city, including variances, conditional use permits, comprehensive sign plans, and coastal development permits have been obtained prior to or concurrently with the development review permit.
4. If the development project also requires a permit or approval to be issued by a state or federal agency, the city council may conditionally approve the development review permit upon the Applicants 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 MR Zone. Surrounding properties are also located within the MR Zone and are developed with a mixture of one- and two-story single-family residences. The project, as designed, is consistent with the permitted uses for the MR Zone as described in SBMC Sections 17.20.010 and 17.12.020. The property is designated Medium Density Residential in the General Plan and intended for single-family residences developed at a maximum density of five to seven dwelling units per acre. The proposed development could be found to be consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

The property is not located within any of the City's Specific Plan areas; however, it is located within the boundaries of the SROZ. The project has been evaluated and could be found to be in conformance with the regulations of the SROZ. The project is also located within the Coastal Zone. As a condition of project approval, the Applicants will be required to obtain a Coastal Development Permit, Waiver, or Exemption from the California Coastal Commission prior to the issuance of building or grading permits.

Building and Structure Placement:

The Applicants are proposing to demolish the existing residence and construct a replacement two-story, single-family residence with an attached two-car garage and perform associated site improvements. The project would be located in the buildable area of the lot. The existing driveway located in the southeast corner of the lot would be removed and replaced with a new gated driveway in the northeast corner of the lot.

The 936 square-foot main level living area would consist of the main entry, powder room, open concept kitchen, living and dining room, and access to the staircase and the attached main level two-car garage. A 128 square foot covered patio is proposed off of the living room in the southwest corner of the residence and an attached 414 square foot ADU is proposed in the northwest corner of the lot. The 1,020 square-foot upper level would consist of the primary bedroom suite, a laundry closet, two bedrooms and a bathroom. A 115 square foot balcony is proposed off the east side of the primary bedroom and a 144 square foot balcony is proposed off the east side of the two other bedrooms on the second level.

The proposed site improvements on the lot would include water features, hardscape, landscaping and a perimeter fence. The trash and recycle storage is proposed on the north elevation of the garage and will be screened by the proposed perimeter fence.

The SBMC parking regulations require two off-street parking spaces per single-family residence. When required spaces are provided in a garage, up to 200 square feet of floor

area is exempted for each required space. The proposed 430 square foot attached garage would provide two unobstructed parking spaces; therefore, 400 square feet of the garage is exempt from the calculation of floor area.

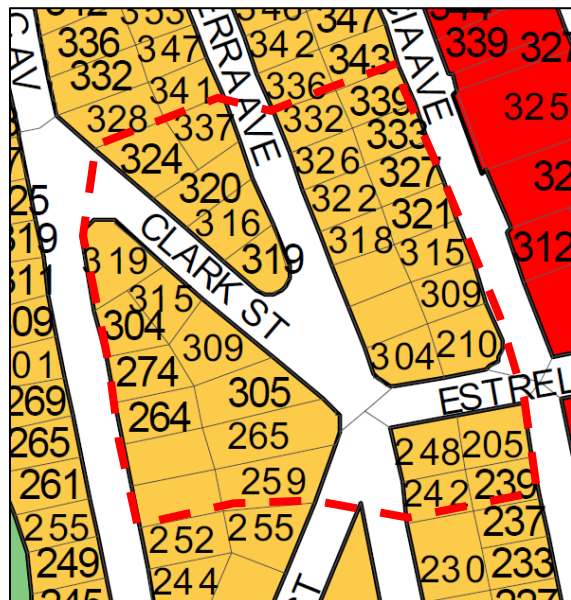
With the garage exemption (400 square feet), the total proposed floor area would be 1,986 square feet, which is 15.5 square feet below the maximum allowable floor area for the 4,003 square-foot lot located in the SROZ. The maximum allowable floor area calculation for this project, pursuant to the provisions of the SROZ, is as follows:

0.50 for first 6,000 ft ²	2,001.5 ft ²
Maximum Allowable Floor Area:	2,001.5 ft ²

As designed, the project complies with all required setbacks under the designation “d” on the City’s official Zoning Map. However, the lot is less than 90 feet in depth, therefore, the front yard setback can be reduced to 20 feet and the rear yard setback can be reduced to 15 feet. The residence would be setback at least 20 feet from the front (east) property line, 5 feet from the northern side property line, 15 feet from the rear (west) property line, and 5 feet from the southern side property line. The maximum building height for the MR Zone is 25 feet. The maximum height of the proposed residence would be 24.30 feet above the proposed grade with the highest portion of the structure to be at 80.30 feet above MSL. As designed, the project will comply with the required parking, maximum floor area, required setbacks, and maximum building height.

Neighborhood Comparison:

Staff compared the proposed project to 32 other properties within the surrounding area. This area includes properties on the east side of Pacific Avenue, both sides of Clark Street, Hill Street, Estrella Street, and Sierra Avenue and the east side of N. Acacia Avenue as shown on the map on the following page.



The properties evaluated in this comparison are also located in the MR Zone. The existing homes range in size from 841 square feet to 4,431 square feet, according to the County Assessor records. It should be noted that the County Assessor does not include the garage, covered porch area, unfinished basement, or non-habitable 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 outdoor covered area. Comparatively, the project would be 2,896 square feet (see below).

Project Gross Building Area:	2,386 SF
Delete Attached Garage:	- 430 SF
Project Area for Comparison to Assessor's Data:	1,956 SF

Table 2 is based upon the County Assessor's data and SanGIS data. It contains neighboring lot sizes, the square footage of existing development and the maximum allowable square footage for potential development on each lot.

Table 2						
#	Property Address	Lot Size in ft2 (GIS)	Existing ft2 Onsite (Assessor's)	Proposed / Recently Approved ft2	Max. Allowable ft2	Zone
1	239 N. Acacia Avenue	3,767	886		1,884	MR
2	245 N. Acacia Avenue	5,350	2,642		2,675	MR
3	242 N. Sierra Avenue	3,866	0		1,943	MR
4	248 N. Sierra Avenue	5,391	2,535		2,696	MR
5	259 Hill Street	7,412	4,431		3,247	MR
6	0 Pacific Avenue	5,153	0		2,577	MR
7	265 Hill Street	8,685	976		3,470	MR
8	250 Pacific Avenue	5,261	0		2,631	MR
9	264 Pacific Avenue	4,981	2,296		2,491	MR
10	305 Clark Street	6,916	3,025		3,160	MR
11	274 Pacific Avenue	5,166	2,407		2,583	MR
12	309 Clark Street	6,792	0		4,139	MR
13	304 Pacific Avenue	3,977	2,468		1,989	MR
13	315 Clark Street	4,217	1,108		2,109	MR
14	319 Clark Street	6,141	846		3,025	MR
15	319 N. Sierra Avenue	4,050	1,407		2,025	MR
16	316 Clark Street	4,839	1,350		2,420	MR
17	329 N. Sierra Avenue	5,502	2,877		2,751	MR
18	337 N. Sierra Avenue	4,278	918		2,139	MR
19	324 Clark Street	6,034	3,046		3,006	MR
20	210 Estrella Street	5,544	2,013		2,772	MR
21	304 N. Sierra Avenue	4,760	2,379		2,380	MR
22	309 N. Acacia Avenue	4,171	2,251		2,086	MR

23	308 N. Sierra Avenue	4,172	1,917		2,086	MR
24	315 N. Acacia Avenue	4,091	2,251		2,046	MR
25	312 N. Sierra Avenue	4,258	1,917		2,129	MR
26	321 N. Acacia Avenue	3,806	841		1,903	MR
27	318 N. Sierra Avenue	3,767	1,043		1,884	MR
28	327 N. Acacia Avenue	4,003	1,148	1,956	2,001	MR
29	322 N. Sierra Avenue	4,217	2,100		2,109	MR
30	333 N. Acacia Avenue	3,990	1,200		1,995	MR
31	326 N. Sierra Avenue	3,869	2,625		1,935	MR
32	339 N. Acacia Avenue	4,042	1,200		2,021	MR
33	332 N. Sierra Avenue	4,101	2,245		2,051	MR

Fences, Walls and Retaining Walls:

Within the front yard setback, the SBMC Section 17.20.040(O) allows fences and walls, or any combination thereof, to be no higher than 42 inches in height as measured from existing grade, except for an additional 2 feet 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 6 feet in height with an additional 2 feet that is 50% open to light and air.

The Applicants are proposing to construct a six-foot fence around the property. Where located within the required front yard setback, the fence would be 42 inches in height with 24 inches above that is 80% open to light and air.

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 Applicants decide to modify any of the proposed fences and walls or construct additional fences and walls on the project site, a condition of project approval indicates that they would be required to be in compliance with the Municipal Code.

Landscape:

The project is subject to the current water efficient landscaping regulations of SBMC Chapter 17.56. A Landscape Documentation Package is required for new development projects with an aggregate landscape equal to or greater than 500 square feet requiring a building permit, plan check or development review. The Applicants provided a conceptual landscape plan that has been reviewed by the City's third-party landscape architect, who has recommended approval. The Applicants will be required to submit 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 an inspection during the construction phase of the project. A separate condition has been added to require that native or drought-tolerant and non-invasive plant materials and water-conserving irrigation systems are required to be incorporated into the landscaping to the extent feasible.

Parking:

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. The Applicants are proposing to construct a 430 square-foot attached garage in the northeast corner of the proposed residence. The garage would be accessed by a driveway at the northeast corner of the property from N. Acacia Avenue. The proposed two-car garage satisfies the required off-street parking for the single-family residence.

Grading:

The Applicants are proposing approximately 12 cubic yards of cut, 6 cubic yards of fill, 5 cubic yards of excavation for footings and 50 cubic yards for removal and recompaction for a total aggregate grading of 73 cubic yards.

Lighting:

A condition of project approval requires that all new exterior lighting fixtures comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060). All light fixtures shall be shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.

Usable Open Space:

The project consists of the construction of a replacement single-family residence with an attached garage and associated site improvements on a developed residential lot, therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040. As a condition of project approval, the Applicants will be required to pay the applicable Park Development Fee

Structure Development Permit Compliance:

The proposed structure exceeds 16 feet in height above the existing grade, therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicants were required to complete the SDP process. The Story Pole Height Certification was certified by a licensed land surveyor on October 11, 2022, showing a maximum building height of 24.30 feet (80.3 feet above MSL) above the proposed grade. Notices were mailed to property owners and occupants within 300 feet of the project site establishing a deadline to file for View Assessment by December 2, 2022. The City did not receive any applications for View Assessment, therefore, if the City Council can make the findings to approve the DRP, the SDP would be approved administratively.

A condition of approval has been added to the Draft Resolution of Approval (Attachment 1) to require that the Applicants submit a height certification prepared by a licensed land surveyor prior to the framing inspection certifying that the maximum height of the proposed addition will not exceed 24.30 feet above the proposed grade or 80.3 feet above MSL at the highest point.

The Draft Resolution of Approval includes the applicable SBMC sections in italicized text and the recommended conditions of approval from the Community Development, Engineering, and Fire Departments. An additional condition of approval requires that the Applicants obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of Building or Grading Permits. The Council may direct Staff to modify the Resolution to reflect the findings and conditions it deems appropriate as a result of the public hearing process. If the Council determines the project is to be denied, Staff will prepare a Resolution of Denial for adoption at a subsequent Council meeting.

Property Frontage and Public Right-of-Way Improvements

The existing area between the property line and edge of pavement is unimproved except for a small patch of landscape area and the rest is covered with crushed rocks and gravel. The east side of N. Acacia Avenue across from the subject property is improved with a standard 6-inch concrete curb and gutter and an approximately 5-foot-wide concrete sidewalk.

The entire length of the west side of N. Acacia Avenue in the block where the subject property is located (between Cliff Street and Estrella Street) is unimproved. This is the first property that would provide frontage improvements along the west side of N. Acacia Avenue. Therefore, these improvements would likely establish the “benchmark” or design motif for the rest of the properties on the west side of this block.

Engineering Staff met with the Applicants and their engineers at the project site in an effort to evaluate options for these improvements. If this project is approved, the recommended frontage improvements would consist of the City-standard 6 inch concrete curb and gutter and an approximately 5-foot concrete sidewalk consistent with the existing improvements on the east side of N. Acacia Avenue. The proposed curb would be located closer to the existing right-of-way to create an approximately 18-foot-wide centerline to the curb line distance. This would allow for on-street parking and one travel lane per direction. The curb to the property line distance would measure approximately 7 to 7.5 feet. The Applicants agreed with this design and Staff is not requiring any additional dedication.

While this proposed public right-of-way design is recommended as it is consistent with the surrounding neighborhood character, the City Council could also consider other design options for the public right-of-way in this location. Additionally, given that this will be the first property on the west side of this block to install whatever public right-of-way improvements are decided upon, Council could also consider making these specific improvements temporary until such time when a more permanent design option is determined for the entire block. These options may include installation of a 6” x 6” x 12” low-profile concrete curb with a decomposed granite (DG) walkway, or asphalt berm with either an asphalt or DG walkway. Another option could be that an assessment district be formed for this block under which the sidewalk improvements could be installed.

Public Hearing Notice:

Notice of the City Council Public Hearing for the project was published in the Union Tribune more than 10 days prior to the Public Hearing. The same public notice was mailed to property owners and occupants within 300 feet of the proposed project site on December 21, 2022. The City has not received any communication in support or opposition of the project at the time of writing this report.

In conclusion, the proposed project, as conditioned, could be found to be consistent with the Zoning regulations and the General Plan. Staff has prepared draft findings for approval of the project in the attached Resolution 2023-003 for Council's consideration based upon the information in this report. 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.

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 2023-003.
- Approve Staff recommendation subject to additional specific conditions necessary for the City Council to make all required findings for the approval of a DRP and SDP.
- Deny the project if all required findings for the DRP and SDP 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 2023-003 conditionally approving a DRP and SDP to demolish a single-story, single-family residence, construct a replacement two-story, single-family residence with an attached main floor garage, an attached ADU, and perform associated site improvements at 327 N. Acacia Avenue, Solana Beach.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2023-003
2. Project Plans

RESOLUTION 2023-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A DEVELOPMENT REVIEW PERMIT AND STRUCTURE DEVELOPMENT PERMIT TO DEMOLISH A SINGLE-FAMILY RESIDENCE, CONSTRUCT A REPLACEMENT TWO-STORY, SINGLE-FAMILY RESIDENCE WITH AN ATTACHED TWO-CAR GARAGE AND PERFORM ASSOCIATED SITE IMPROVEMENTS AT 327 N. ACACIA AVENUE, SOLANA BEACH.

**APPLICANTS: GREGORY AND LYNETTE PETRE
CASE NO.: DRP22-011/SDP22-009**

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

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

WHEREAS, at the Public Hearing on January 11, 2023, the City Council received and considered evidence concerning the proposed application; and

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

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

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

- I. That the foregoing recitations are true and correct.
- II. That the request for a DRP and SDP to demolish a single-story, single-family residence, and construct a replacement 1,956 square-foot two-story, single-family residence with an attached 430 square-foot two-car garage, and perform associated site improvements at 327 N. Acacia Avenue is conditionally approved based upon the following Findings and subject to the following Conditions:
- III. FINDINGS
 - A. In accordance with Section 17.68.040 (Development Review Permit) of the City of Solana Beach Municipal Code, the City Council finds the following:

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

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

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

The project meets the minimum number of off-street parking spaces and the required front-, side- and rear-yard setbacks and is below the maximum allowable structure height and gross floor area for the property.

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

- a. *Relationship with Adjacent Land Uses: The development shall be designed in a manner compatible with and complementary to existing development in the immediate vicinity of the project site and the surrounding neighborhood. The development as proposed shall also be compatible in scale, apparent bulk, and massing with such existing development in the surrounding neighborhood. Site planning on or near the perimeter of the development shall give consideration to the protection of surrounding areas from potential adverse effects.*

The property is located within the MR Zone. Surrounding properties are also located within the MR Zone and are developed with a mixture of one- and two-story single-family residences. The project, as designed, is consistent with the permitted uses for the MR Zone as described in SBMC Sections 17.20.010 and 17.12.020. The property is designated Medium

Density Residential in the General Plan and intended for single-family residences developed at a maximum density of five to seven dwelling units per acre. The proposed development could be found to be consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

The property is not located within any of the City's Specific Plan areas; however, it is located within the boundaries of the SROZ. The project has been evaluated and could be found to be in conformance with the regulations of the SROZ. The project is also located within the Coastal Zone. As a condition of project approval, the Applicants will be required to obtain a Coastal Development Permit, Waiver, or Exemption from the California Coastal Commission prior to the issuance of building or grading permits.

- b. Building and Structure Placement: Buildings and structures shall be sited and designed to minimize adverse impacts on the surrounding properties and designed in a manner which visually and functionally enhance their intended use and complement existing site topography. Multi-family residential buildings shall be sited to avoid crowding and to allow for a functional use of the space between buildings.*

The Applicants are proposing to demolish the existing residence and construct a replacement two-story, single-family residence with an attached two-car garage and perform associated improvements. The project would be located in the buildable area of the lot. The existing driveway located in the southeast corner of the lot would be removed and replaced with a new gated driveway in the northeast corner of the lot.

The 936 square-foot main level living area would consist of the main entry, powder room, open concept kitchen, living and dining room, and access to the staircase and the attached main level two-car garage. A 128 square foot covered patio is proposed off of the living room in the southwest corner of the residence and an attached 414 square foot ADU is proposed in the northwest corner of the lot. The 1,020 square-foot upper level would consist of the primary bedroom suite, a laundry closet, two bedrooms and a bathroom. A 115 square foot balcony is proposed off the east side of the primary bedroom and a 144 square foot balcony is proposed off the east side of the two other bedrooms on the second level.

The proposed site improvements on the lot would include water features, hardscape, landscaping and a perimeter fence. The trash and recycling storage is proposed on the north elevation of the garage and will be screened by the proposed fence.

The SBMC parking regulations require two off-street parking spaces per single-family residence. When required spaces are provided in a garage, up to 200 square feet of floor area is exempted for each required space. The proposed 430 square foot attached garage would provide two unobstructed parking spaces; therefore, 400 square feet of the garage is exempt from the calculation of floor area.

With the garage exemption (400 square feet), the total proposed floor area would be 1,986 square feet, which is 15.5 square feet below the maximum allowable floor area for the 4,003 square-foot lot located in the SROZ. The maximum allowable floor area calculation for this project, pursuant to the provisions of the SROZ, is as follows:

$$\frac{0.50 \text{ for first } 6,000 \text{ ft}^2}{\text{Maximum Allowable Floor Area:}} \quad \frac{2,001.5 \text{ ft}^2}{2,001.5 \text{ ft}^2}$$

As designed, the project complies with all required setbacks under the designation “d” on the City’s official Zoning Map. However, the lot is less than 90 feet in depth therefore, the front yard setback can be reduced to 20 feet and the rear yard setback can be reduced to 15 feet. The residence would be setback at least 20 feet from the front (east) property line, 5 feet from the northern side property line, 15 feet from the rear (west) property line, and 5 feet from the southern side property line. The maximum building height for the MR Zone is 25 feet. The maximum height of the proposed residence would be 24.30 feet above the proposed grade with the highest portion of the structure to be at 80.30 feet above MSL. As designed, the project will comply with the required parking, maximum floor area, required setbacks, and maximum building height.

- c. *Landscaping: The removal of significant native vegetation shall be minimized. Replacement vegetation and landscaping shall be compatible with the vegetation of the surrounding area. To the maximum extent practicable, landscaping and plantings shall be used to screen parking areas, storage areas, access roads, and other service uses of the site. Trees and other large plantings shall not obstruct significant views when installed or at maturity. Drought tolerant plant materials and water conserving irrigation systems shall be incorporated into all landscaping plans.*

The project is subject to the current water efficient landscaping regulations of SBMC Chapter 17.56. A Landscape Documentation Package is required for new development projects with an aggregate landscape equal to or greater than 500 square feet requiring a building permit, plan check or development review. The Applicants provided a conceptual landscape plan that has been reviewed by the City's third-party landscape architect, who has recommended approval. The Applicants will be required to submit 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 an inspection during the construction phase of the project. A separate condition has been added to require that native or drought-tolerant and non-invasive plant materials and water-conserving irrigation systems are required to be incorporated into the landscaping to the extent feasible.

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

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. The Applicants are proposing to construct a 430 square-foot attached garage in the northeast corner of the proposed residence. The garage would be accessed by a driveway at the northeast corner of the property from N. Acacia Avenue. The proposed two-car garage satisfies the required off-street parking for the single-family residence. The SBMC indicates that when required parking is provided in an enclosed garage, up to 200 square feet per parking space can be exempt from the calculation of floor area, therefore the project qualifies for a 400 square foot exemption.

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

The Applicants are proposing approximately 12 cubic yards of cut, 6 cubic yards of fill, 5 cubic yards of excavation for footings and 50 cubic yards for removal and recompaction for a total aggregate grading of 73 cubic yards.

- f. Lighting: Light fixtures for walkways, parking areas, driveways, and other facilities shall be provided in sufficient number and at proper locations to assure safe and convenient nighttime use. All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding areas per SBMC 17.60.060 (Exterior Lighting Regulations).*

All new exterior lighting fixtures shall comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060). All light fixtures shall be shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.

- g. Usable Open Space: Recreational facilities proposed within required usable open space shall be located and designed to maintain essential open space values.*

The project consists of the construction of a replacement single-family residence with an attached garage, and associated site improvements on a developed residential lot, therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040.

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

All required permits are being processed concurrently with the Development Review Permit.

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

The Applicants shall obtain approval from the California Coastal Commission prior to issuance of Building or Grading Permits.

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

The proposed structure exceeds 16 feet in height above the existing grade, therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicants were required to complete the SDP process. The Story Pole Height Certification was certified by a licensed land surveyor on October 11, 2022, showing a maximum building height of 24.30 feet (80.3 feet above MSL) above the proposed grade. Notices were mailed to property owners and occupants within 300 feet of the project site establishing a deadline to file for View Assessment by December 2, 2022. The City did not receive any applications for View Assessment, therefore, if the City Council can make the findings to approve the DRP, the SDP would be approved administratively.

The Applicants shall submit a height certification prepared by a licensed land surveyor prior to the framing inspection certifying that the maximum height of the proposed addition will not exceed 24.30 feet above the proposed grade or 80.3 feet above MSL at the highest point shown on the plans.

V. CONDITIONS:

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

A. Community Development Department Conditions:

- I. The Applicants shall pay required Fire Mitigation, Park Development and Public Use Facilities Impact Fees, as established by SBMC Chapter 15.60, Chapter 15.65, Chapter 15.66, and Resolution 2018-147.
- II. Building Permit plans must be in substantial conformance with the architectural plans presented to the City Council on January 11, 2023, and located in the project file with a submittal date of October 11, 2022.
- III. Prior to requesting a framing inspection, the Applicants shall be required to submit a height certification, signed by a licensed land surveyor, certifying that the building envelope is in conformance with City Council approval on January 11, 2023, and that the maximum height of the proposed addition will not exceed 24.30 feet above the proposed grade or 80.30 feet above MSL, which is the maximum proposed structure height reflected on the project plans.
- IV. Any proposed onsite fences, walls and retaining walls and any proposed railing located on top, or any combination thereof, shall

comply with applicable regulations of SBMC Section 17.20.040 and 17.60.070 (Fences and Walls).

- V. The Applicants shall obtain required California Coastal Commission (CCC) approval of a Coastal Development Permit, Waiver or Exemption as determined necessary by the CCC, prior to the issuance of a grading or building permit.
- VI. Native or drought tolerant and non-invasive plant materials and water conserving irrigation systems shall be incorporated into any proposed landscaping and compatible with the surrounding area to the extent feasible.
- VII. Any new exterior lighting fixtures shall be in conformance with the City-Wide Lighting Regulations of SBMC 17.60.060.
- VIII. All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities that render them detrimental to the surrounding area.
- IX. Construction vehicles shall be parked on the subject property at all times when feasible. If construction activity prohibits parking on the subject property, the Applicants shall ensure construction vehicles are parked in such a way to allow sufficient vehicular access on N. Acacia Avenue and minimize impact to the surrounding neighbors.
- X. The Applicants shall connect to temporary electrical service as soon as feasible to the satisfaction of the City.

B. Fire Department Conditions:

- I. **OBSTRUCTION GATES:** All gates or other structures or devices, which could obstruct fire access roadways or otherwise hinder emergency operations, are prohibited unless they meet standards approved by the Fire Department. An approved emergency key-operated switch and/or an approved emergency traffic control-activating strobe light sensor shall be installed per the Solana Beach Municipal Code Title 15 Building and Construction Chapter 15.32 Fire Code Section 15.32.200 Section 503.6. All Knox Box products shall be purchased through Solana Beach Fire website.
- II. **OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION:** All roadways shall be a minimum of 20 feet in width during construction and maintained free and clear, including the parking of vehicles per the 2019 California Fire Code Chapter 5 Section 503.4 and 503.2.1.
- III. **ADDRESS NUMBERS: STREET NUMBERS:** Approved numbers

and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: 4" high with a ½" inch stroke width for residential buildings, 8" high with a ½" stroke for commercial and multi-family residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear access doors, building corners, and entrances to commercial centers per the 2019 California Fire Code Chapter 5 Section 505.1.

- IV. AUTOMATIC FIRE SPRINKLER SYSTEM-ONE- AND TWO-FAMILY DWELLINGS: Structures shall be protected by an automatic fire sprinkler system designed and installed. Plans for the automatic fire sprinkler system shall be submitted as Deferred Submittal and approved by the Solana Beach Fire Department prior to installation per the Solana Beach Municipal Code Title 15 Building and Construction Chapter 15.32 Fire Code Section 15.32.230 Section 903.2.
- V. CLASS "A" ROOF: All structures shall be provided with a Class "A" Roof covering to the satisfaction of the Solana Beach Fire Department and per the 2019 California Building Code Chapter 15 Section 1505.

C. Engineering Department Conditions:

- I. The Applicants shall obtain haul permit for import / export of soil. The Applicants shall transport all excavated material to a legal disposal site. The Applicants are required to obtain an Encroachment Permit in accordance with SBMC Section 11.20 for the frontage improvements in the public right-of-way. Prior to the issuance of the occupancy, the Applicants shall complete the following improvements to the satisfaction of the City Engineer:
 - a. Construction of the 6 inch concrete curb and gutter and 5 foot wide sidewalk per SDRSD G-2, G-7, G-9, and G-10.
 - b. Construction of the driveway approach per SDRSD G-14D.
 - c. Construction of additional pavement to provide half width of 18 feet on N. Acacia Ave. Pavement thickness shall be determined by the City subject to the base and sub-base condition of the road.
 - d. Construction of transitional improvements a minimum of 10 feet on both sides of the project frontage.

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 Applicants have obtained an Encroachment Permit in accordance with chapter 11.20 of the SBMC which allows otherwise.
- IV. Per current rates, the Applicants shall pay in full the one-time sewer capacity fee of \$4,500.00 per Equivalent Dwelling Unit (EDU) prior to Building Permit Issuance. The EDU assignment is determined by SBMC 14.08.060. The proposed ADU unit would increase the property's EDU assignment by 0.8 EDU. The cost the Applicants are responsible for is \$3,600.00 concurrently with Building Permit Issuance (0.8 EDU multiplied by \$4,500.00).
- V. The Applicants shall record a Hold Harmless Agreement prior to Final Inspection of the Building Permit. The document will hold 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. The Applicants shall record the Hold Harmless Agreement document prior to Final Inspection of the Building Permit.
- VI. The Applicants shall obtain a Grading Permit in accordance with Chapter 15.40 of the Solana Beach Municipal Code. Conditions prior to the issuance of a grading permit shall include, but not be limited to, the following:
 - a. The Applicants shall obtain a grading plan prepared by a Registered Civil Engineer and approved by the City Engineer. On-site grading design and construction shall be in accordance with Chapter 15.40 of the Solana Beach Municipal Code.
 - b. The Applicants shall obtain a Soils Report prepared by a Registered Soils Engineer and approved by the City Engineer. All necessary measures shall be taken and implemented to assure slope stability, erosion control and soil integrity. The grading plan shall incorporate all recommendations contained in the soils report.
 - c. The Applicants shall provide a Drainage Report prepared by a Registered Civil Engineer. This report shall address the design for detention basin and corresponding outflow system to ensure

the rate of runoff for the proposed development is at or below that of pre-existing condition. All recommendations of this report shall be incorporated into the Preliminary Grading Plan. A detention basin easement shall be recorded for maintenance of the detention basins by the property owner(s) in perpetuity, prior to the release of the Grading Bond and Security Deposit.

- d. The Applicants shall show all retaining walls and drainage structures. Retaining walls shown on the grading plan shall conform to the San Diego Regional Standards or be designed by a licensed Civil Engineer. Engineering calculations for all designed walls with a surcharge and nonstandard walls shall be submitted at grading plan check. Retaining walls may not exceed the allowable height within the property line setback as determined by the City of Solana Beach Municipal Code. Contact the Community Development department for further information.
- e. Applicants are responsible to protect the adjacent properties during construction. If any grading, construction activity, access or potential construction-related impacts are anticipated beyond the property lines, as determined by the City Engineer, the Applicants shall obtain a letter of permission from the adjoining property owners. All required letters of permission shall be submitted to the City Engineer prior to the issuance of the grading permit.
- f. The Applicants shall pay a grading plan check fee in accordance with the current Engineering Fee Schedule at initial grading plan submittal. Inspection fees shall be paid prior to issuance of the grading permit.
- g. The Applicants shall obtain and submit grading security in a form prescribed by the City Engineer.
- h. The Applicants shall obtain haul permit for import / export of soil. The Applicants shall transport all excavated material to a legal disposal site.
- i. The Applicants shall submit certification from the Engineer of Record and the Soils Engineer that all public or private drainage facilities and finished grades are functioning and are installed in accordance with the approved plans. This shall be accomplished by the Engineer of Record incorporating as-built conditions on the Mylar grading plans and obtaining signatures of the Engineer of Record and the Soils Engineer certifying the as-built conditions.

- j. An Erosion Prevention and Sediment Control Plan shall be prepared by the Applicants. Best management practices shall be developed and implemented to manage stormwater and non-stormwater discharges from the site at all times during excavation and grading activities. Erosion prevention shall be emphasized as the most important measure for keeping sediment on site during excavation and grading activities. Sediment controls shall be used as a supplement to erosion prevention for keeping sediment on site.
 - k. The Applicants shall show all proposed on-site private drainage facilities intended to discharge water run-off. Elements of this design shall include a hydrologic and hydraulic analysis verifying the adequacy of the facilities and identify any easements or structures required to properly convey the drainage. The construction of drainage structures shall comply with the standards set forth by the San Diego Regional Standard Drawings.
 - l. Post Construction Best Management Practices meeting City and RWQCB Order No. R9-2013-001 requirements shall be implemented in the drainage design.
 - m. No increased cross lot drainage shall be allowed.
 - n. Prior to obtaining a building permit, the Applicants shall submit a building pad certification statement from a Soils Engineer and an engineer or land surveyor licensed in Land Surveying per SBMC 15.40.230E. If a demo permit is required for removing existing structures before grading, the Applicants shall obtain the demo permit separately in order to certify the grading prior to issuance of the Building Permit.
- VII. The Applicants shall submit certification from the Engineer of Record and the Soils Engineer that all public or private drainage facilities and finished grades are functioning and are installed in accordance with the approved plans. This shall be accomplished by the Engineer of Record incorporating as-built conditions on the Mylar grading plans and obtaining signatures of the Engineer of Record and the Soils Engineer certifying the as-built conditions.
- D. City Council Conditions:
- I. To be added later if necessary.

IV. ENFORCEMENT

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

V. EXPIRATION

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

VI. INDEMNIFICATION AGREEMENT

The Applicants shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicants of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicants shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicants regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicants shall not be required to pay or perform any settlement unless such settlement is approved by the Applicants.

NOTICE TO APPLICANTS: Pursuant to Government Code Section 66020, you are hereby notified that the 90-day period to protest the imposition of the fees, dedications, reservations or other exactions described in this resolution commences on the effective date of this resolution. To protest the imposition of any fee, dedications, reservations or other exactions described in this resolution you must comply with the provisions of Government Code Section 66020. Generally the resolution is effective upon expiration of the tenth day following the date of adoption of this resolution, unless the resolution is appealed or called for review as provided in the Solana Beach Zoning Ordinance.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, held on the 11th day of January, 2023, by the following vote:

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

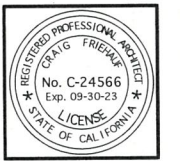
LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



PROJECT INFORMATION

APN: 263.303.12.00
SITE ADDRESS:
327 N ACACIA AVE
SOLANA BEACH, CA 92075

LEGAL DESCRIPTION:
LOT 5 IN BLOCK 18 OF SOLANA BEACH, IN THE CITY OF SOLANA BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 5, 1923.

ZONING
ZONE: MRd
SPECIAL ZONE OVERLAY: Scaled Residential Overlay
SETBACKS:
FRONT YARD: 25'-0" (20'-0", < 100' Depth) PROPOSE 20'-1"
SIDE YARD: 5'-0" EXISTING 5'-1"
REAR: 25'-0" (15'-0", < 90' Depth) 16'-0"
OCCUPANCY: R-3, U
EXISTING LOT USE: EXISTING SFR
PROPOSED USE: SINGLE FAMILY RESIDENCE
CONSTRUCTION: VB, SPRINKLERED REQUIRED
NFPA 13D
FLOOR AREA RATIO: 0.50 X 6,000
LOT COVERAGE: N/A
BUILDING HEIGHT: 25'-0"
LOT SIZE: 4,003 SF
OFF STREET PARKING: 2 SPACES REQUIRED
OFF STREET PARKING: 2 SPACES PROVIDED IN GARAGE

PROJECT DATA

GROSS LOT AREA: 4,003 SF
NET LOT AREA: 4,003 SF
PROPOSED BUILDING AREA:
EXISTING RESIDENCE (TO BE REMOVED): 1,146 SF
EXISTING ONE CAR GARAGE (TO BE REMOVED): 360 SF
PROPOSED RESIDENCE 1ST FLOOR: 936 SF
PROPOSED RESIDENCE 2ND FLOOR: 1,020 SF
PROPOSED RESIDENCE GARAGE: 430 SF
SUBTOTAL OF FLOOR AREA: 2,386 SF
PROPOSED COVERED PATIO: 127.5 SF
OFF-STREET PARKING EXEMPTION: -400 SF
TOTAL PROPOSED FLOOR AREA: 1,986 SF
PROPOSED ADU: 414 SF
FLOOR TO AREA RATIO ALLOWABLE:
0.50 x 4,003 = 2,001.5 s.f.
Maximum Allowed 2,001.5 s.f.

GRADING MAIN RESIDENCE:
12 CY CUT & 6 CY FILL - SITE GRADING
5 CY - EXCAVATION FOR FOOTINGS
50 CY - REMOVAL/RECOMPACTION
73 CY - TOTAL GRADING
GRADING ADU:
0 CY CUT & 4 CY FILL - SITE GRADING
2 CY - EXCAVATION FOR FOOTINGS
15 CY - REMOVAL/RECOMPACTION
21 CY - TOTAL GRADING

OWNER:
GREGORY PETRE AND LYNETTE PETRE
327 NORTH ACACIA AVE
SOLANA BEACH, CA. 92075
ph 858-229-7625

OWNER'S REPRESENTATIVE:
Craig Frieauf
FRIEHAUF ARCHITECTS INC
341 South Cedros Suite D
Solana Beach, CA. 92075
ph. 858.792.6116
e. frieaufinc@sbcglobal.net

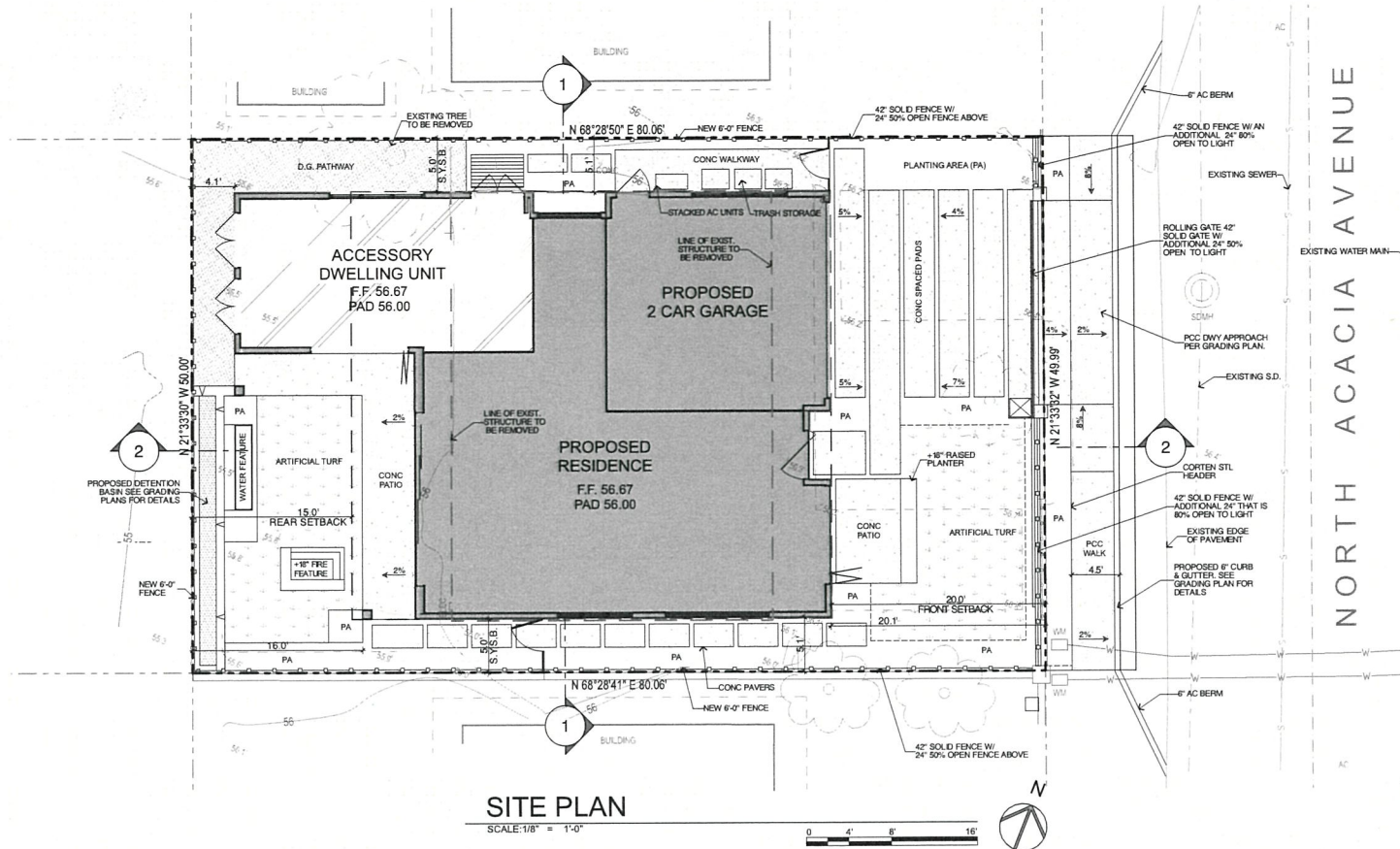
	Existing (SF)	Proposed Total (SF)
Non-landscaped Area ^a	2,543	2,651
Non-irrigated Landscape ^b	0	0
Irrigated Landscape	1,000	700
Water Features ^c	0	22
Decorative Hardscape ^d	482	652
Total Lot Area	4,025	4,025

	Area of Work ^e (SF)
Irrigated Landscape	700
Water Features ^c	22
Decorative Hardscape ^d	652
Aggregate Landscape Area^a	1374

SCOPE OF WORK

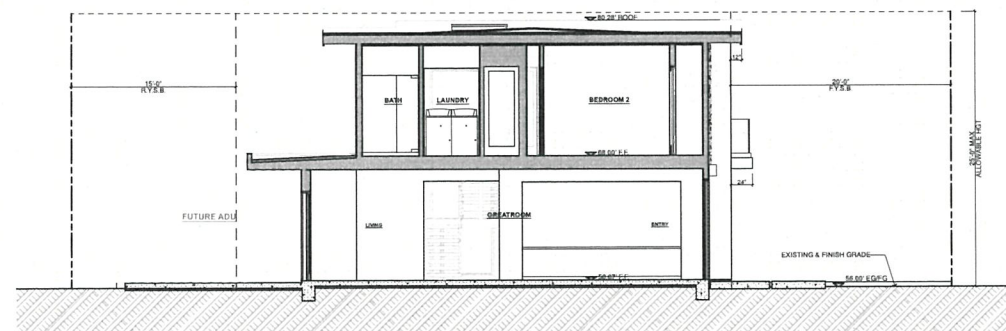
DEMOLISH EXISTING SINGLE FAMILY RESIDENCE AND CONSTRUCT NEW 2 STORY SINGLE FAMILY RESIDENCE. NEW PROPOSED LANDSCAPE AND HARDSCAPE.

VICINITY MAP



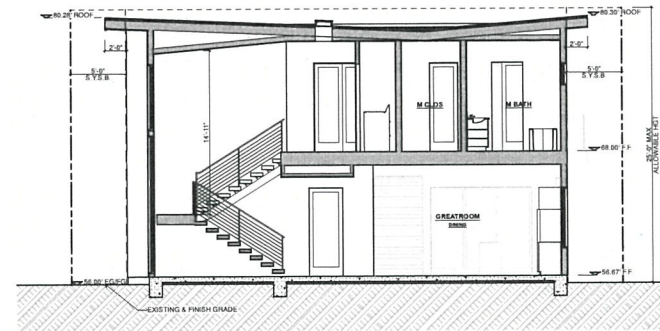
SITE PLAN

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



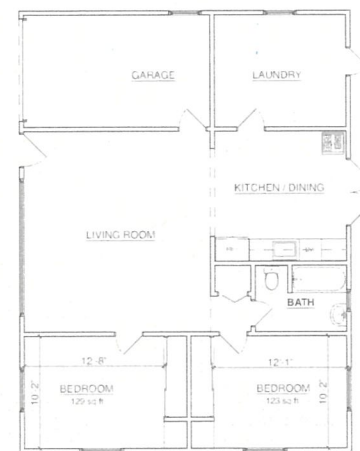
2 SITE SECTION

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



1 SITE SECTION

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



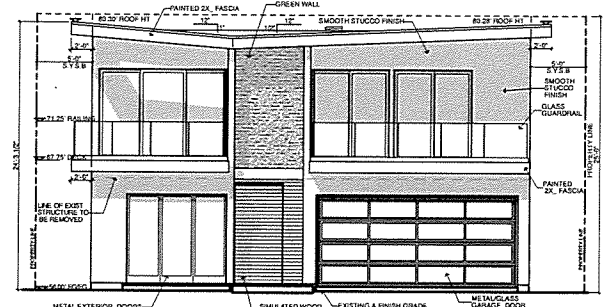
EXISTING RESIDENCE

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

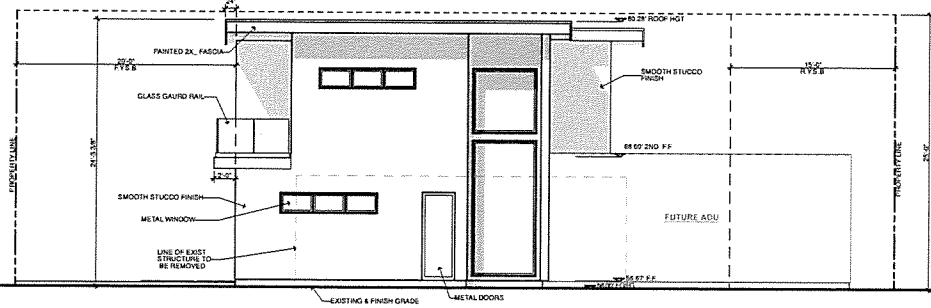
(TO BE DEMOLISHED)

FIRE DEPARTMENT NOTES

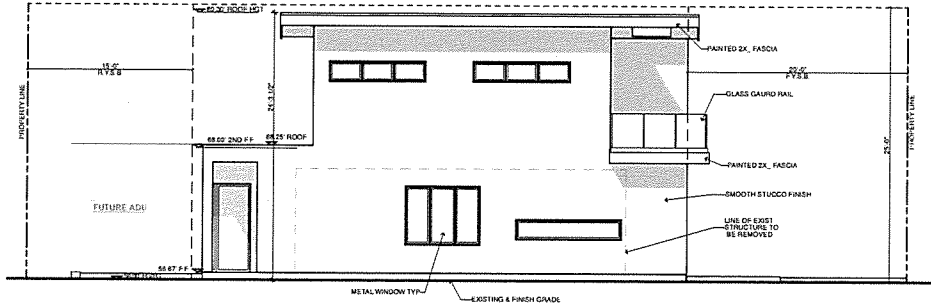
- OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION:**
All roadways shall be a minimum of 20 feet in width during construction and maintained free and clear, including the parking of vehicles, in accordance with the California Fire Code and the Solana Beach Fire Department.
- ADDRESS NUMBERS: STREET NUMBERS:**
Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: 4" high with a 1/2" stroke for residential buildings, 8" high with a 1/2" stroke for commercial and multi-residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear access doors, building corners, and entrances to commercial centers.
- AUTOMATIC FIRE SPRINKLER SYSTEM: ONE AND TWO FAMILY DWELLINGS:** Structures shall be protected by an automatic fire sprinkler system designed and installed to the satisfaction of the Fire Department. Plans for the automatic fire sprinkler system shall be approved by the Fire Department prior to installation.
- SMOKE DETECTORS/CARBON MONOXIDE ALARMS/FIRE SPRINKLER SYSTEM:** Smoke detectors / carbon monoxide alarms / fire sprinklers shall be inspected by the Solana Beach Fire Department.
- CLASS "A" ROOF:** All Structures shall be provided with a Class "A" Roof covering to the satisfaction of the Solana Beach Fire Department.
- GATES:** All gates or other structures or devices, which could obstruct fire access roadways or otherwise hinder emergency operations, are prohibited unless they meet standards approved by the Fire Department. An approved emergency key-operated switch and/or an approved emergency traffic control-activating strobe light sensor shall be installed per the Solana Beach Municipal Code Title 15 Building and Construction Chapter 15.32 Fire Code Section 15.32.200 Section 503.6. All Knox Box products shall be purchased through Solana Beach Fire website.



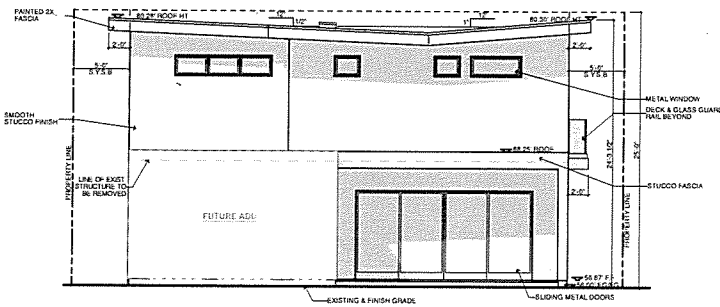
EAST ELEVATION
SCALE: 1/8" = 1'-0"



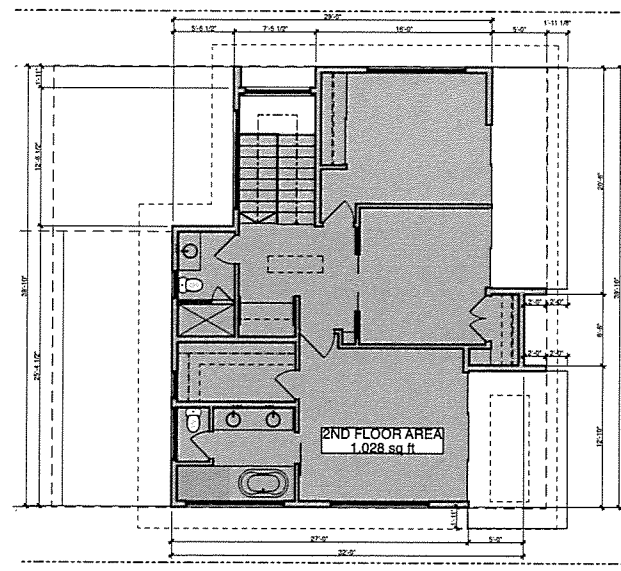
NORTH ELEVATION
SCALE: 1/8" = 1'-0"



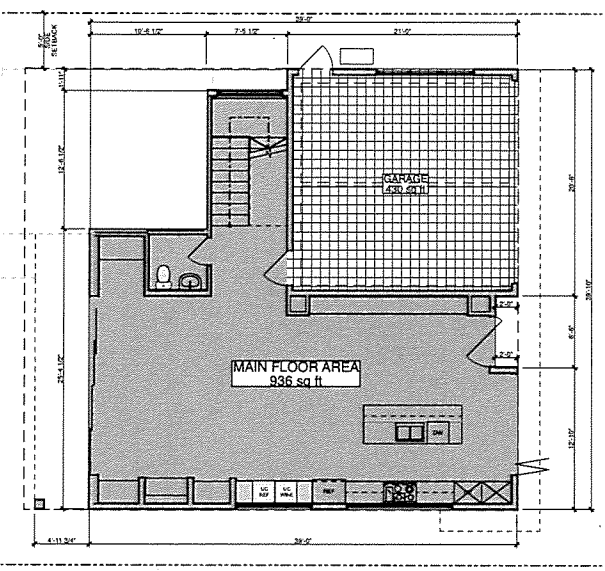
SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



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

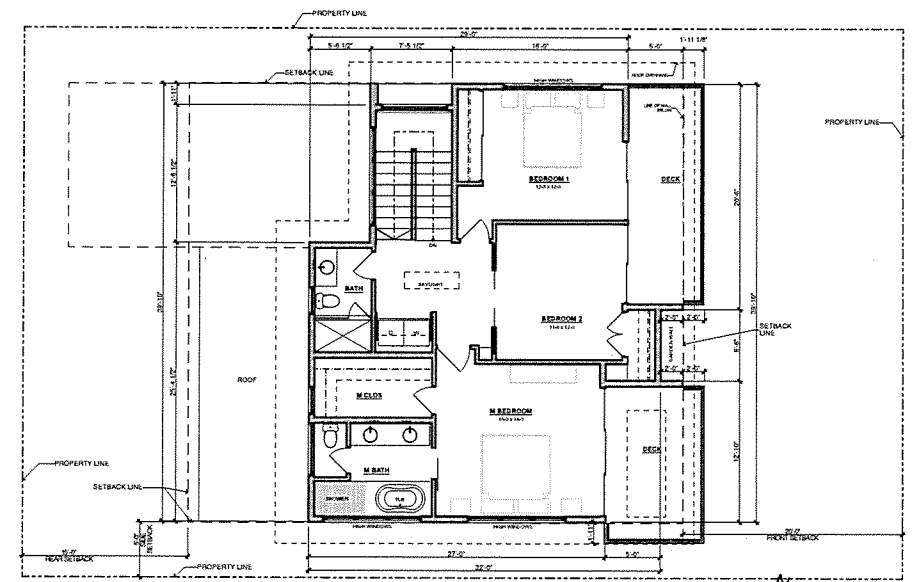


2ND FLOOR AREA
SCALE: 1/8" = 1'-0"

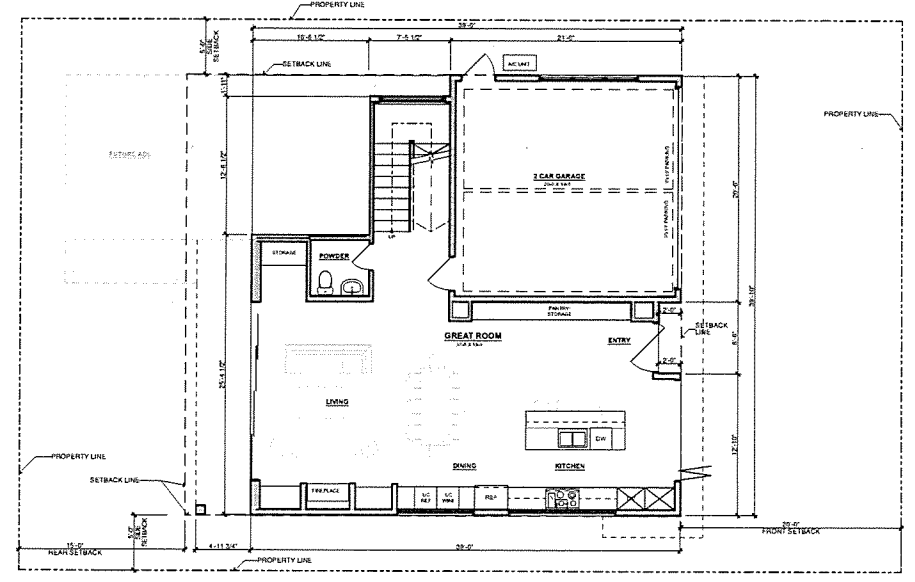


1ST FLOOR AREA
SCALE: 1/8" = 1'-0"

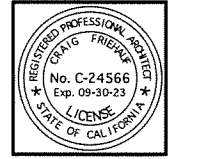
"All dimensions are measured from the exterior wall surfaces."



SECOND FLOOR PLAN*
SCALE: 1/8" = 1'-0"



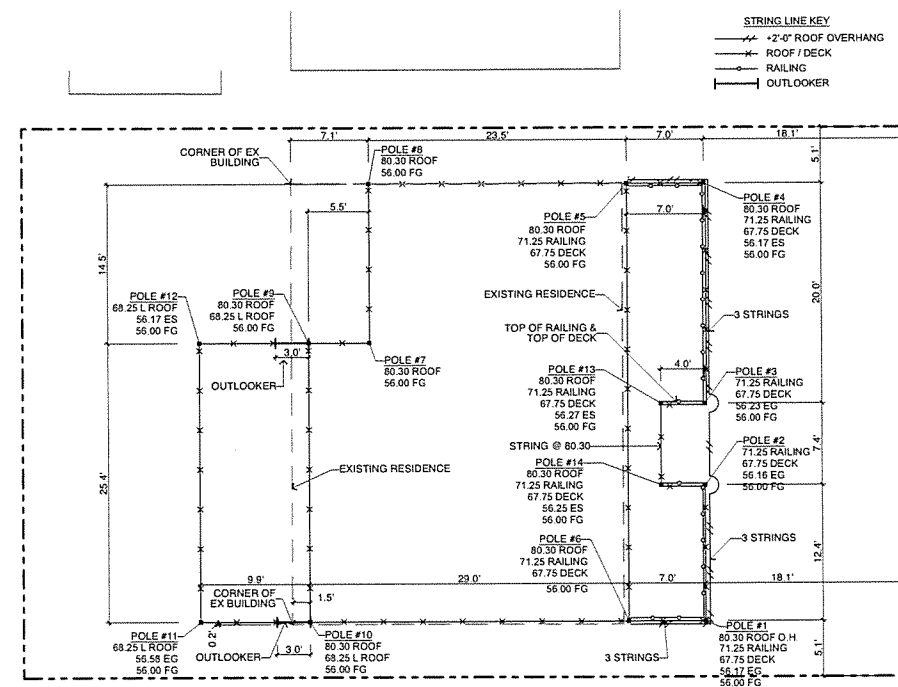
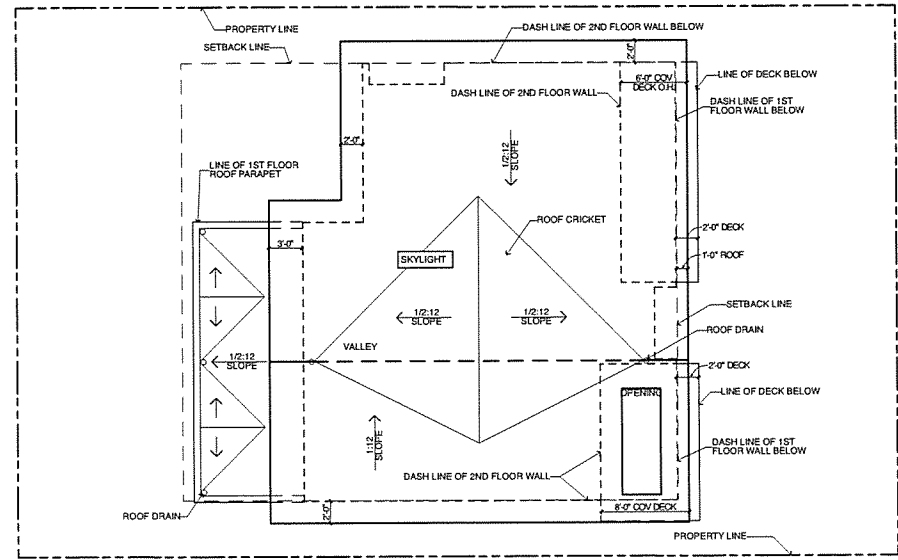
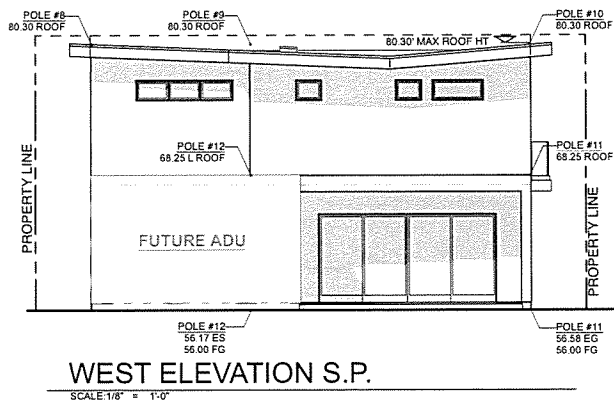
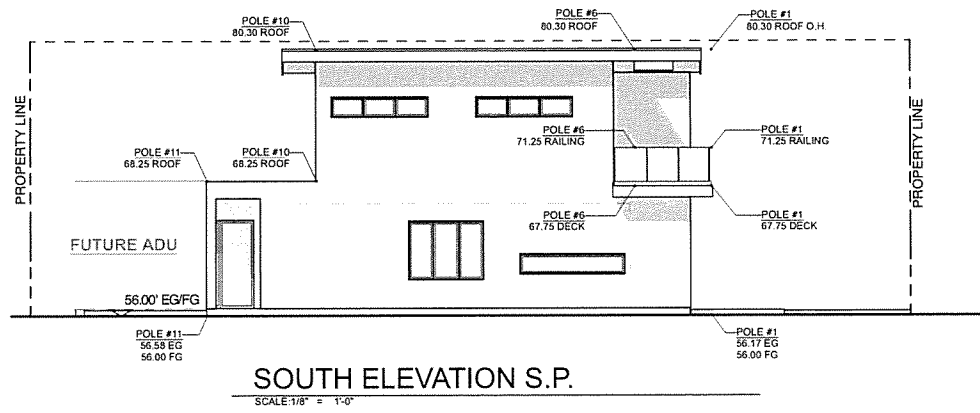
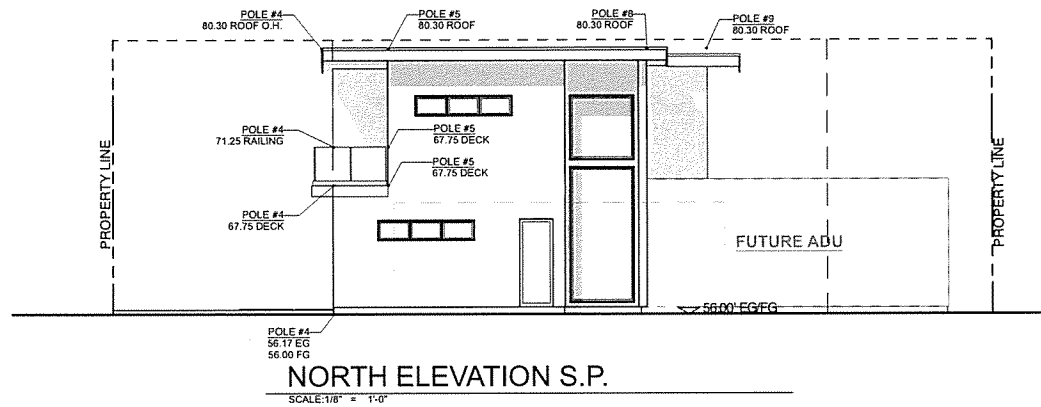
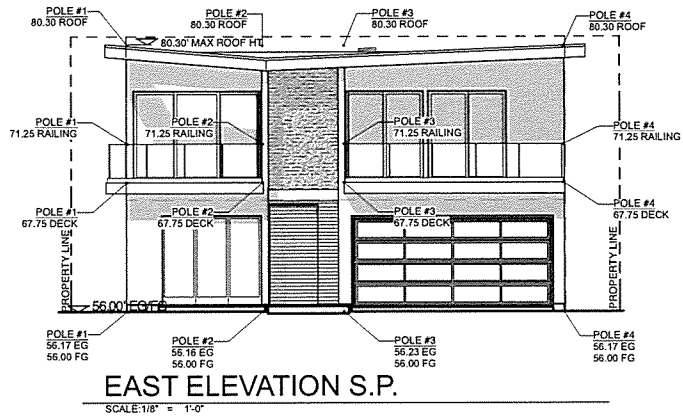
FIRST FLOOR PLAN*
SCALE: 1/8" = 1'-0"



DATE:

FEB 25, 2022
APRIL 21, 2022
DRP/SDP 3rd SUB
OCT 10, 2022
DRP/SDP
DEC 20, 2022

SHEET NO.



STRING LINE KEY
 - - - 2'-0" ROOF OVERHANG
 - - - ROOF / DECK
 - - - RAILING
 - - - OUTLOOKER

LEGEND
 EG - EXISTING GRADE
 ES - EXISTING SURFACE
 FG - FINISHED GRADE



GENERAL NOTES

- APPROVAL OF THIS GRADING PLAN DOES NOT CONSTITUTE APPROVAL OF VERTICAL OR HORIZONTAL ALIGNMENT OF ANY PRIVATE ROAD SHOWN HEREIN FOR PUBLIC ROAD PURPOSES.
- FINAL APPROVAL OF THESE GRADING PLANS IS SUBJECT TO FINAL APPROVAL OF THE ASSOCIATED IMPROVEMENT PLANS WHERE APPLICABLE. FINAL CURB GRADE ELEVATIONS MAY REQUIRE CHANGES IN THESE PLANS.
- IMPORT MATERIALS SHALL BE LEGALLY OBTAINED.
- A SEPARATE PERMIT FROM THE CITY ENGINEER WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT-OF-WAY.
- ALL SLOPES OVER THREE (3) FEET IN HEIGHT SHALL BE LANDSCAPED AND IRRIGATED.
- THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND LOCATION OF ALL UTILITIES BEFORE COMMENCING WORK. NOTICE OF PROPOSED WORK SHALL BE GIVEN TO THE FOLLOWING AGENCIES:
UNDERGROUND S.A. 811
- THE SOILS REPORTS SHALL BE PROVIDED AS REQUIRED BY THE CITY OF SOLANA BEACH PRIOR TO ISSUANCE OF A GRADING PERMIT
- APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK OR GRADING TO BE PERFORMED UNTIL THE PROPERTY OWNER'S PERMISSION HAS BEEN OBTAINED AND A VALID GRADING PERMIT HAS BEEN ISSUED.
- THE CITY ENGINEER'S APPROVAL OF THESE PLANS DOES NOT CONSTITUTE THE BUILDING OFFICIAL'S APPROVAL OF ANY FOUNDATION FOR STRUCTURES TO BE PLACED ON THE AREA COVERED BY THESE PLANS. NO WAIVER OF THE GRADING ORDINANCE CONCERNING MINIMUM COVER OVER EXPANSIVE SOILS IS MADE OR IMPLIED.
- ALL OPERATIONS CONDUCTED ON THE PREMISES, INCLUDING THE WARMING UP, REPAIR, ARRIVAL, DEPARTURE OR RUNNING OF TRUCKS, EARTHMOVING EQUIPMENT, CONSTRUCTION EQUIPMENT AND ANY OTHER ASSOCIATED GRADING EQUIPMENT SHALL BE LIMITED TO THE PERIOD BETWEEN 7:00 a.m. AND 6:00 p.m. EACH DAY, MONDAY THROUGH FRIDAY, AND NO EARTHMOVING OR GRADING OPERATIONS SHALL BE CONDUCTED ON THE PREMISES ON SATURDAYS, SUNDAYS OR HOLIDAYS WITHOUT THE WRITTEN PERMISSION OF THE CITY ENGINEER.
- ALL MAJOR SLOPES SHALL BE ROUNDED INTO EXISTING TERRAIN TO PRODUCE A CONTOURED TRANSITION FROM CUT OR FILL FACES TO NATURAL GROUND AND ABUTTING CUT OR FILL FACES.
- NOTWITHSTANDING THE MINIMUM STANDARDS SET FORTH IN THE GRADING ORDINANCE, AND NOTWITHSTANDING THE APPROVAL OF THESE GRADING PLANS, THE PERMITTEE IS RESPONSIBLE FOR THE PREVENTION OF DAMAGE TO THE ADJACENT PROPERTY. NO PERSON SHALL EXCAVATE ON LAND SO CLOSE TO THE PROPERTY LINE AS TO ENDANGER ANY ADJOINING PUBLIC STREET, SIDEWALK, ALLEY, FUNCTION OF ANY SEWAGE DISPOSAL SYSTEM, OR ANY OTHER PUBLIC OR PRIVATE PROPERTY WITHOUT SUPPORT AND PROTECTING SUCH PROPERTY FROM SETTLING, CRACKING, EROSION, SILTING SCOUR OR OTHER DAMAGE WHICH MIGHT RESULT FROM THE GRADING DESCRIBED ON THIS PLAN. THE CITY WILL HOLD THE PERMITTEE RESPONSIBLE FOR CORRECTION ON NON-DEDICATED IMPROVEMENTS WHICH DAMAGE ADJACENT PROPERTY.
- SLOPE RATIOS: CUT 2:1 FILL 2:1
CUT: 12 CY, FILL 10 CY, EXPORT 2 CY
REMEDIAL GRADING: 65 CY REMOVAL/RECOMPACTION
(NOTE: A SEPARATE VALID PERMIT MUST EXIST FOR OFFSITE IMPORT OR EXPORT AREAS.)

** THE QUANTITIES ESTIMATED ABOVE ARE FOR PERMIT PURPOSES ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION BIDS. CONTRACTORS ARE RESPONSIBLE FOR THEIR OWN EARTHWORK QUANTITIES.

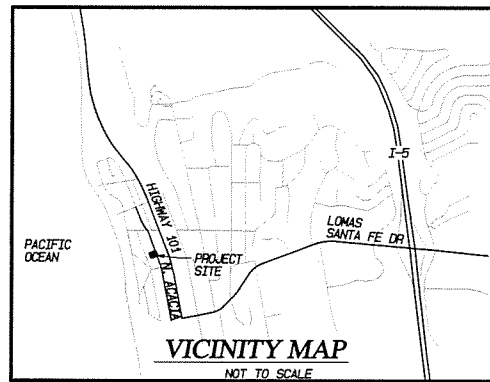
- SPECIAL CONDITIONS: IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED ON THE SITE OF THIS GRADING DURING GRADING OPERATIONS, SUCH OPERATIONS WILL CEASE IMMEDIATELY, AND THE PERMITTEE WILL NOTIFY THE CITY ENGINEER OF THE DISCOVERY. GRADING OPERATIONS WILL NOT COMMENCE UNTIL THE PERMITTEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO.
- ALL GRADING SHOWN ON THIS PLAN SHALL BE COMPLETED AS A SINGLE UNIT WITH NO PROVISION FOR PARTIAL RELEASES. SHOULD IT BE ANTICIPATED THAT A PORTION OF THIS PROJECT BE COMPLETED SEPARATELY, A SEPARATE PLAN AND PERMIT APPLICATION SHALL BE SUBMITTED FOR APPROVAL.
- THE CONTRACTOR SHALL NOTIFY THE CITY OF SOLANA BEACH 858.720.2470 24 HOURS BEFORE GRADING OPERATIONS BEGIN.
- FINISHED GRADING AND PLANTING SHALL BE ACCOMPLISHED ON ALL SLOPES PRIOR TO OCTOBER 1, OR IMMEDIATELY UPON COMPLETION OF ANY SLOPES GRADED BETWEEN OCTOBER AND APRIL 1. PRIOR TO ANY PLANTING, ALL LANDSCAPING SHALL BE APPROVED BY THE PLANNING DEPARTMENT AT THE DEVELOPMENT REVIEW STAGE, OR BY SEPARATE LANDSCAPE PLAN.
- ALL OFF-SITE HAUL ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL 72 HOURS PRIOR TO THE BEGINNING OF WORK.
- UPON FINAL COMPLETION OF THE WORK UNDER THE GRADING PERMIT, BUT PRIOR TO FINAL GRADING APPROVAL AND FINAL RELEASE OF SECURITY, AS AS-GRADED CERTIFICATE SHALL BE PROVIDED STATING: "THE GRADING UNDER PERMIT NO. SBGR-216 HAS BEEN PERFORMED IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED GRADING PLAN OR AS SHOWN ON THE ATTACHED AS-GRADED PLAN." THIS STATEMENT SHALL BE FOLLOWED BY THE DATE AND SIGNATURE OF THE CIVIL ENGINEER WHO CERTIFIES SUCH A GRADING OPERATION.
- THE CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES INCLUDING SHIELDING AND SHALL BE RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE, AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.

EROSION CONTROL NOTES

- STORM WATER AND NON-STORM WATER DISCHARGE CONTROL: BEST MANAGEMENT PRACTICES SHALL BE DEVELOPED AND IMPLEMENTED TO MANAGE STORM WATER AND NON-STORM WATER DISCHARGES FROM THE SITE AT ALL TIMES DURING EXCAVATION AND GRADING ACTIVITIES.
- EROSION AND SEDIMENT CONTROL: EROSION PREVENTION SHALL BE EMPHASIZED AS THE MOST IMPORTANT MEASURE FOR KEEPING SEDIMENT ON SITE DURING EXCAVATION AND GRADING ACTIVITIES. SEDIMENT CONTROLS SHALL BE USED AS A SUPPLEMENT TO EROSION PREVENTION FOR KEEPING SEDIMENT ON SITE.
- EROSION CONTROL ON SLOPES SHALL BE MITIGATED BY INSTALLING LANDSCAPING AS PER APPROVED LANDSCAPE PLANS AS REQUIRED BY THE DEVELOPMENT REVIEW CONDITIONS, OR BY TEMPORARY EROSION CONTROL CONFORMING TO THE FOLLOWING:
NON-IRRIGATED HYDROSEED MIX WITH A FIBER MATRIX APPLIED AT 4,000 LB/ACRE.

LBS/ACRE	% PURITY/ACRE	SEED SPECIES
20	70% PLUS	ATRIPLEX GLAUCA
20		PLANTAGO INSULARIS
8		ENCELIS FARINOSA
5	SCARIFIED	LOTUS SCOPARIUS
7	50% PLUS	ECHSCHOLTZIA CALIF.
91		

- THE TOPS OF ALL SLOPES TALLER THAN 5' SHALL BE DIKED OR TRENCHED TO PREVENT WATER FLOWING OVER CRESTS OR SLOPES.
- CATCH BASINS, DESILTING BASINS, AND STORM DRAIN SYSTEMS SHALL BE INSTALLED TO THE SATISFACTION OF THE CITY ENGINEER.
- SAND BAG CHECK DAMS, SILT FENCES, FIBER ROLLS OR OTHER APPROVED BMP'S SHALL BE PLACED IN UNPAVED AREAS WITH GRADIENTS IN EXCESS OF 2%, AS WELL AS AT OR NEAR EVERY POINT WHERE CONCENTRATED FLOW LEAVE THE SITE.
- SAND BAGS SHALL BE PLACED ON THE UPSTREAM SIDE OF ALL DRAINAGE INLETS TO MINIMIZE SILT BUILDUP IN THE INLETS AND PIPES.
- THE CONTRACTOR SHALL REPAIR ANY ERODED SLOPES AS DIRECTED BY THE OFFICE OF THE CITY ENGINEER.
- THE CONTRACTOR SHALL SWEEP ROADWAYS AND ENTRANCES TO AND FROM THE SITE ON A REGULAR BASIS TO KEEP THEM FREE OF SOIL ACCUMULATION AND AT ALL OTHER TIMES DIRECTED BY THE CITY ENGINEER.
- THE CONTRACTOR SHALL WATER SITE ON A CONTINUOUS BASIS TO MINIMIZE AIR BORNE DUST CREATED FROM GRADING AND HAULING OPERATIONS OR EXCESSIVE WIND CONDITIONS, AND AT ALL TIMES DIRECTED BY THE CITY ENGINEER.
- IN THE EVENT SILT DOES ENTER THE EXISTING PUBLIC STORM DRAIN SYSTEM, REMOVAL OF THE SILT FROM THE SYSTEM WILL BE DONE AT THE DEVELOPER'S EXPENSE.



PRELIMINARY GRADING PLAN

LEGAL DESCRIPTION

LOT 5 IN BLOCK 18 OF SOLANA BEACH, IN THE CITY OF SOLANA BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1749, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 5, 1923.

A.P.N.

263-303-12

SITE ADDRESS

327 N. ACACIA AVENUE
SOLANA BEACH, CA 92075

OWNER/PERMITTEE

GREGORY & LYNETTE PETRE
327 N. ACACIA AVENUE
SOLANA BEACH, CA 92075

TOPOGRAPHIC SURVEY

OMEGA LAND SURVEYING, INC.
4340 VIENNRIDGE AVENUE, SUITE B
SAN DIEGO, CA 92123
858.634.2085

OWNER'S CERTIFICATE

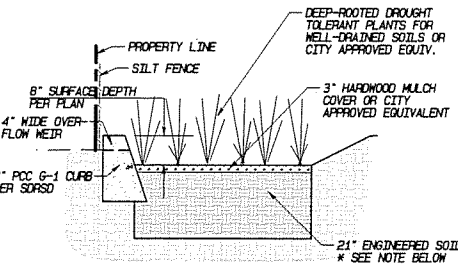
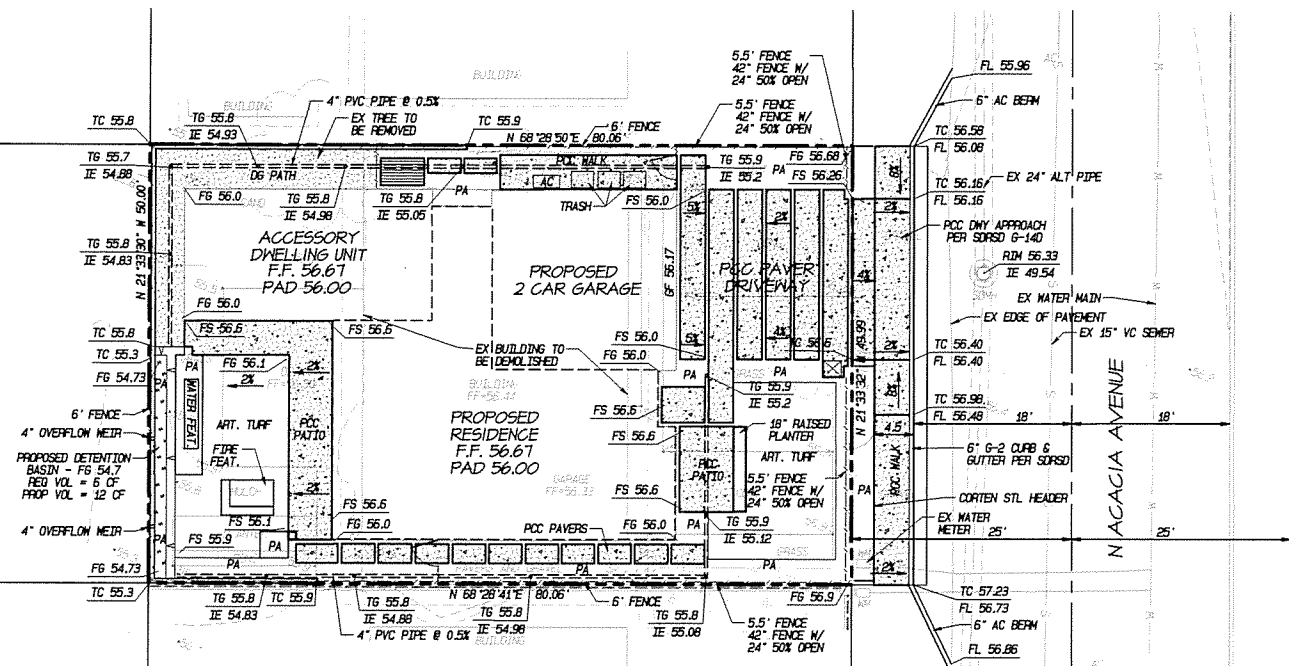
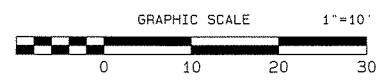
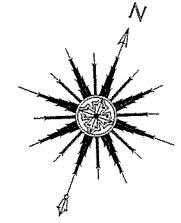
I, AS OWNER/DEVELOPER OF THE PROPERTY DESCRIBED HEREIN ACKNOWLEDGE THESE PLANS HAVE BEEN PREPARED AT MY DIRECTION WITH MY FULL CONSENT. I FULLY UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS CONTAINED HEREIN AND AS ATTACHED BY REFERENCE ON THIS GRADING PLAN.

IT IS AGREED THAT FIELD CONDITIONS MAY REQUIRE CHANGES TO THESE PLANS.

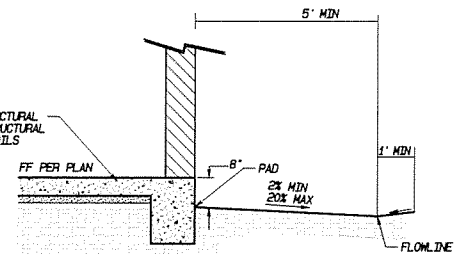
IT IS FURTHER AGREED THAT THE OWNER (DEVELOPER) SHALL HAVE A REGISTERED CIVIL ENGINEER MAKE SUCH CHANGES, ALTERATIONS OR ADDITIONS TO THESE PLANS WHICH THE CITY ENGINEER DETERMINES ARE NECESSARY AND DESIRABLE FOR THE PROPER COMPLETION OF THE IMPROVEMENTS.

I FURTHER AGREE TO COMMENCE WORK ON ANY IMPROVEMENTS SHOWN ON THESE PLANS WITHIN EXISTING CITY RIGHT-OF-WAY WITHIN 60 DAYS OF THE CONSTRUCTION PERMIT AND TO PURSUE SUCH WORK ACTIVELY ON EVERY NORMAL WORKING DAY UNTIL COMPLETED, IRRESPECTIVE AND INDEPENDENT OF ANY OTHER WORK ASSOCIATED WITH THIS PROJECT OR UNDER MY CONTROL.

GREGORY & LYNETTE PETRE
327 N. ACACIA AVENUE
SOLANA BEACH, CA 92075



* BIOTRETENTION "ENGINEERED SOIL" LAYER SHALL BE MINIMUM 10" DEEP "SANDY LOAM" SOIL MIX WITH NO MORE THAN 5% CLAY CONTENT. THE MIX SHALL CONTAIN 50-60% SAND, 20-30% COMPOST OR HARDWOOD MULCH, AND 20-30% TOPSOIL, FREE OF STONES, STUMPS, ROOTS, OR SIMILAR OBJECTS, AND ALSO FREE OF NOXIOUS WEEDS.



FOUNDATION STRUCTURAL SECTION PER STRUCTURAL DRAWINGS AND SOILS RECOMMENDATIONS

WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE LATEST EDITIONS OF:

STANDARD SPECIFICATIONS

- STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION INCLUDING THE REGIONAL SUPPLEMENTAL AMENDMENTS.
- CALIFORNIA DEPARTMENT OF TRANSPORTATION "MANUAL OF TRAFFIC CONTROL" FOR CONSTRUCTION AND MAINTENANCE WORK ZONES.
- STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS

STANDARD DRAWINGS

- SAN DIEGO REGIONAL STANDARD DRAWINGS
- STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD PLANS

NO.	ITEM DESCRIPTION	STD. DWG.	SYMBOL
1.	MASONRY RETAINING WALL	C-1	

LEGEND

ITEM DESCRIPTION	SYMBOL
PROPERTY BOUNDARY	
EXISTING CONTOURS	
PROPOSED CONTOURS	
PROPOSED LIMIT OF GRADING	
FLOWLINE DIRECTION	
SETBACK LINE	
PROPOSED RETAINING WALL	
PROPOSED DETENTION/ BMP AREA	

EARTHWORK QUANTITIES:

- M: EXCAVATION FOR FOOTINGS: 5 CY
- X: REMOVAL/RECOMPACTION FOR SLABS: 50 CY
- Y: GRADING ASSOCIATED WITH PROJECT: 12 CY CUT & 6 CY FILL
- Z: TOTAL GRADING: 73 CY
- * EARTHWORK QUANTITIES ARE ESTIMATED FOR PERMIT PURPOSES ONLY AND REPRESENT COMPACTED (IN PLACE) VOLUMES ONLY. THESE VALUES ARE CALCULATED ON A THEORETICAL BASIS. ACTUAL QUANTITIES MAY VARY DUE TO OBSERVED SHRINKAGE AND/OR SWELL FACTORS.

ADU EARTHWORK QUANTITIES:

- M: EXCAVATION FOR FOOTINGS: 2 CY
- X: REMOVAL/RECOMPACTION FOR SLABS: 15 CY
- Y: GRADING ASSOCIATED WITH PROJECT: 0 CY CUT & 4 CY FILL
- Z: TOTAL GRADING: 21 CY
- * EARTHWORK QUANTITIES ARE ESTIMATED FOR PERMIT PURPOSES ONLY AND REPRESENT COMPACTED (IN PLACE) VOLUMES ONLY. THESE VALUES ARE CALCULATED ON A THEORETICAL BASIS. ACTUAL QUANTITIES MAY VARY DUE TO OBSERVED SHRINKAGE AND/OR SWELL FACTORS.

IMPERVIOUS AREA QUANTITIES

- EXISTING IMPERVIOUS AREA: 2,342 SF
- EXISTING PERVIOUS AREA: 1,661 SF
- PROPOSED IMPERVIOUS AREA: 2,040 SF
- PROPOSED PERVIOUS AREA: 1,963 SF

DECLARATION OF RESPONSIBLE CHARGE

I, HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS AND THE CITY OF SOLANA BEACH RESOLUTION NO. 2014-063.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SOLANA BEACH IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME OF RESPONSIBILITIES FOR PROJECT DESIGN.

BY: BRIAN ARDOLINO
PCE NO. 71651 EXP 12/31/2023
ARDOLINO COASTAL ENGINEERING

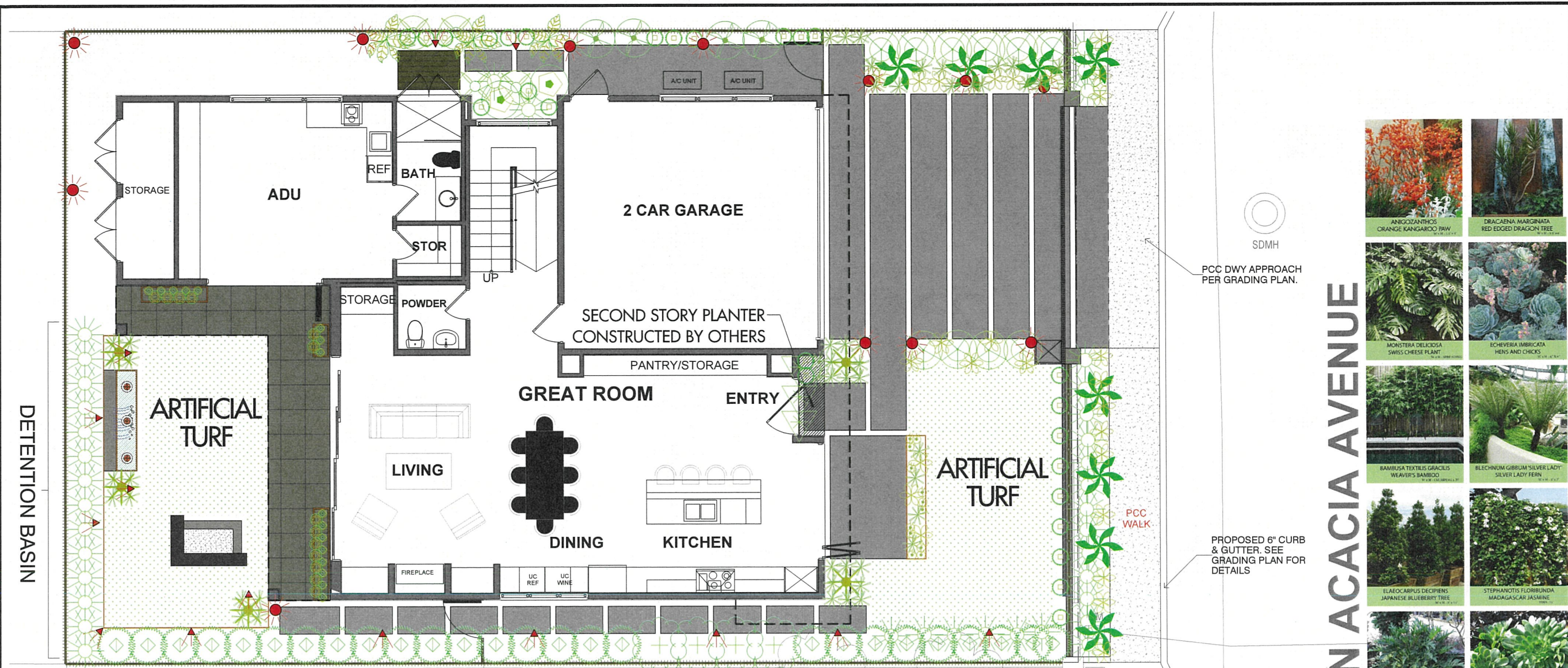


ENGINEER OF WORK		CITY APPROVED CHANGES		APPD DATE	RECOMMENDED FOR APPROVAL	APPROVED FOR CONSTRUCTION	BENCH MARK	CITY OF SOLANA BEACH	DRAWING NO.
By: <u>BRIAN ARDOLINO</u>	Date: <u>12/31/23</u>				By: _____	By: _____	DESCRIPTION: ENC-46 - PT. NO. 2010 2" BRASS DISK LOCATION: NW CORNER OF CORNER IN NW QUAD N. OF SAINT HELENA & SANTA ROSITA RECORD FROM BOS NO. 18971 ELEV: 170.21 DATUM: NAVD-88	PRELIMINARY GRADING PLAN FOR: 327 N. ACACIA AVENUE	SHEET 1 OF 1



MAX VEDDER LAND DESIGN
 MAX@MAXVEDDER.COM
 WWW.MAXVEDDER.COM
 530-305-6854

PETRE RESIDENCE
 327 N ACACIA AVE
 SOLANA BEACH, CA 92075



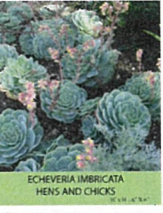
ANIGOZANTHOS ORANGE KANGAROO PAW



DRACAENA MARGINATA RED EDGED DRAGON TREE



MONSTERA DELICIOSA SWISS CHEESE PLANT



ECHEVERIA IMBRICATA HENS AND CHICKS



BAMBUSA TEXTILIS GRACILIS WEAVER'S BAMBOO



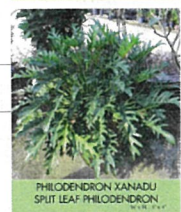
BLECHNUM GIBBUM SILVER LADY SILVER LADY FERN



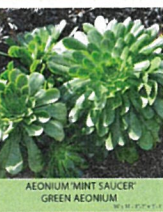
ELAEOCARPUS DECIPENS JAPANESE BLUEBERRY TREE



STEPHANOTIS FLORIBUNDA MADAGASCAR JASMINE



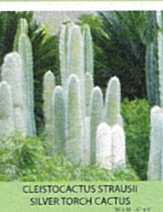
PHILODENDRON XANADU SPLIT LEAF PHILODENDRON



AEONIUM 'MINT SAUCER' GREEN AEONIUM



ALOE HERCULES



AGAVE ATTENUATA 'NOVA' BLUE FOX TAIL AGAVE



CLEISTOCACTUS STRAUSII SILVER TORCH CACTUS



SANSEVIERIA 'MOONSHINE' MOONSHINE SNAKE PLANT



SANSEVIERIA ZEYLANICA FAN SNAKE PLANT



LOMANDRA 'PLATINUM BEAUTY' VARIEGATED MAT RUSH



CAREX FLACCA BLUE SEDGE

PLANT LEGEND

SYM.	SCIENTIFIC NAME	COMMON NAME	SIZE	QNTY.	WUCOLS	HEIGHT	HEDGED HEIGHT
SHRUBS							
☉	ANIGOZANTHOS ORANGE	ORANGE KANGAROO PAW	1 GAL.	10	MED	3'	
☉	BAMBUSA TEXTILIS GRACILIS	WEAVER'S BAMBOO	15 GAL.	4	MED	30'	10'
☉	BLECHNUM GIBBUM SILVER LADY	SILVER LADY FERN	5 GAL.	4	MED	3'	
☉	DRACAENA MARGINATA	DRAGON PALM	15 GAL.	3	MED	20'	8'
☉	FICUS NITIDA		15 GAL.	26	MED	40-60'	8'
☉	MONSTERA DELICIOSA	SWISS CHEESE PLANT	15 GAL.	2	MED	5'	
☉	PHILODENDRON XANADU	DWARF PHILODENDRON	5 GAL.	4	MED	3'	
SUCCULENTS/CACTUS							
☉	AEONIUM MINT SAUCER	AEONIUM	1 GAL.	26	LOW	<1'	
☉	ALOE HERCULES	HERCULES ALOE	24" BOX	5	LOW	15'	
☉	AGAVE ATTENUATA 'BOUTIN BLUE'	BOUTIN BLUE AGAVE	15 GAL.	8	LOW	3'	
☉	CLEISTOCACTUS STRAUSII	SILVER TORCH CACTUS	5 GAL.	16	LOW	6'	
☉	ECHEVERIA IMBRICATA	HENS AND CHICKS	1 GAL.	12	LOW	<1'	
☉	SANSEVIERIA MOONSHINE	MOONSHONE SNAKE PLANT	5 GAL.	13	LOW	1'-2'	
☉	SANSAVERIA ZEYLANICA	FAN SNAKE PLANT	5 GAL.	17	LOW	2'-3'	

LIGHTING LEGEND

SYM.	DESCRIPTION	QNTY.
☉	UPLIGHT	14
☉	PATH LIGHT	12
☉	UNDERWATER LIGHTING	3

PLANT LEGEND

SYM.	SCIENTIFIC NAME	COMMON NAME	SIZE	QNTY.	WUCOLS	HEIGHT
ORNAMENTAL GRASSES						
☉	LOMANDRA L. 'PLATINUM BEAUTY'	VARIEGATED DWARF MAT RUSH	1 GAL.	38	LOW	1'
☉	CAREX FLACCA	BLUE SEDGE	1 GAL.	51	LOW	3'
VINE						
☉	STEPHANOTIS FLORIBUNDA	MADAGASCAR JASMINE	5 GAL.	3	MED	VINE

REVISIONS

DATE	DESCRIPTION
10/07/2021	INITIAL DESIGN COMPLETED
12/30/2021	DESIGN UPDATED
1/14/2022	DESIGN UPDATED
2/10/2022	DESIGN UPDATED
4/10/2022	DESIGN UPDATED
7/21/2022	DESIGN UPDATED
10/9/2022	DESIGN UPDATED

OCTOBER 9, 2022
 DATE

1/4" = 1'-0"
 SCALE

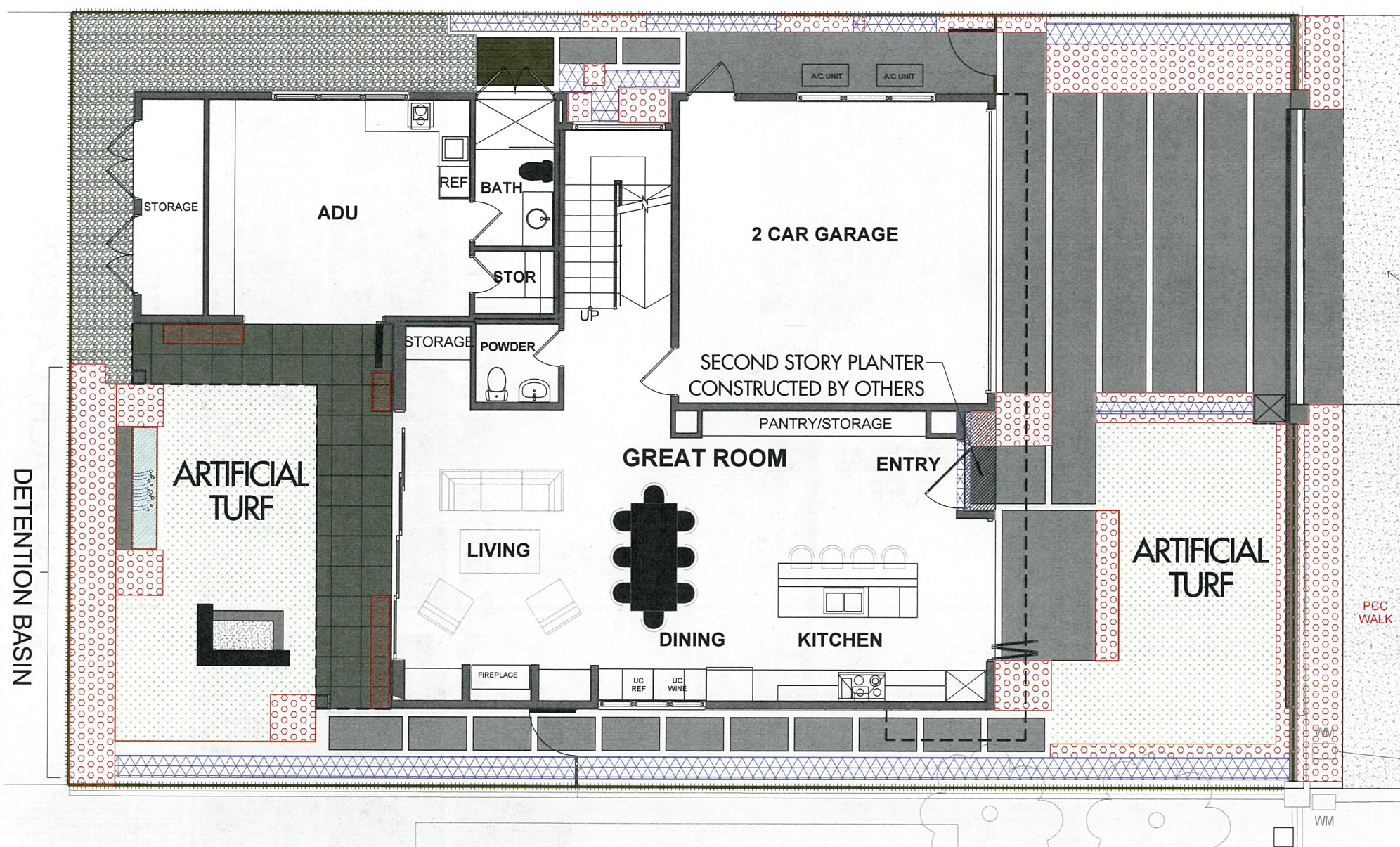
PLANTING
 AREA AND SCOPE

3 OF 4
 SHEET NUMBER

MAX VEDDER
 DESIGNER



AREAS WITH MIXED HYDROZONES WILL STILL BE IMPLEMENTED CORRECTLY WITH EACH VALVE SPECIFIC TO EACH HYDROZONE WITH DEDICATED EMITTERS TO EACH PLANT



HYDROZONE 1

LOW WATER USAGE
-SHRUBS
-DRIP
-378 S.F.

HYDROZONE 2

MED WATER USAGE
-SHRUBS
-DRIP
-180 S.F.

**HYDROZONE 3
WATER FEATURE**

HIGH WATER USAGE
-12 S.F.

**HYDROZONE 4
ARTIFICIAL TURF**

-470 S.F.

DECORATIVE PEBBLE

-203 S.F. (ADDED TO TOTAL LANDSCAPE AREA)



ESTIMATED TOTAL WATER USE (ETWU) WORKSHEET

Applicant Last Name: _____ Project/Plan Check Number: _____ Project Address: _____

The project's Estimated Total Water Use is calculated using the following formula: $ETWU = (ETo)(0.62) \left(\frac{PF \times HA}{IE} + SLA \right)$

- ETWU = Estimated total water use per year (gallons per year)
- ETo = Evapotranspiration rate (inches per year)
- PF = Plant Factor from WUCOLS (see Definitions)
- HA = Hydro-zone Area (square feet): Define hydro-zones by water use: very low, low, moderate and high
- SLA = Special Landscape Area (square feet): Edible plants, irrigated with recycled water, & turf used for active play
- 0.62 = Conversion Factor (to gallons per square foot)
- IE = Irrigation Efficiency

CITY OF SOLANA BEACH ESTIMATED TOTAL WATER USE (ETWU) WORKSHEET								
Line	Hydro-zone Number (1 - 4 Below - use as many tables as necessary to complete all hydrozones)							
	1	2	3	4	SLA			
Evapotranspiration Rate (ETo) See "A" below	Use 41 (west of I-5) / 47 (east of I-5)							
Conversion Factor - 0.62	0.62							
(Line 1 x Line 2)	25.42 (west of I-5) / 29.14 (east of I-5)							
Plant Factor (PF) See "B" below	0.3	0.6	1	0.1				
Hydrozone Area (HA) - in square feet	378	180	12	470				
(Line 4 x Line 5)	113.4	108	12	47				
Irrigation Efficiency (IE) See "C" below	.81	.81	1	.81				
(Line 6 + Line 7)	140	133.3	12	38.1				
TOTAL of all Line 8 boxes + SLA	323.4							
Line 3 x Line 9 Estimated Total Water Use - ETWU (gallons per year) Total shall not exceed MAWA below	8220.82							
<table border="0"> <tr> <td style="width: 33%;">A ETo - Evapotranspiration rate = 41 (west of I-5) 47 (east of I-5)</td> <td style="width: 33%;">B PF - Plant Factor - Use WUCOLS values to determine the category for each species used. The highest water use PF must be used when more than one PF is shown in a hydro-zone. 0.1 = FLB - Very Low Water Use Plants 0.2 = LW - Low Water Use Plants 0.6 = MW - Moderate Water Use Plants 1.0 = HW - High Water Use Plants</td> <td style="width: 33%;">C IE - Irrigation Efficiency Sprinkler = .55 Rotor = .70 Bubble = .75 Drip & Micro-sprink = .81 A different IE may be used if supported by documentation subject to approval by the City Planner</td> </tr> </table>						A ETo - Evapotranspiration rate = 41 (west of I-5) 47 (east of I-5)	B PF - Plant Factor - Use WUCOLS values to determine the category for each species used. The highest water use PF must be used when more than one PF is shown in a hydro-zone. 0.1 = FLB - Very Low Water Use Plants 0.2 = LW - Low Water Use Plants 0.6 = MW - Moderate Water Use Plants 1.0 = HW - High Water Use Plants	C IE - Irrigation Efficiency Sprinkler = .55 Rotor = .70 Bubble = .75 Drip & Micro-sprink = .81 A different IE may be used if supported by documentation subject to approval by the City Planner
A ETo - Evapotranspiration rate = 41 (west of I-5) 47 (east of I-5)	B PF - Plant Factor - Use WUCOLS values to determine the category for each species used. The highest water use PF must be used when more than one PF is shown in a hydro-zone. 0.1 = FLB - Very Low Water Use Plants 0.2 = LW - Low Water Use Plants 0.6 = MW - Moderate Water Use Plants 1.0 = HW - High Water Use Plants	C IE - Irrigation Efficiency Sprinkler = .55 Rotor = .70 Bubble = .75 Drip & Micro-sprink = .81 A different IE may be used if supported by documentation subject to approval by the City Planner						

MAXIMUM APPLIED WATER APPLICATION (MAWA) calculation:
Evapotranspiration adjustment factor (ETAF) use .55 residential .45 non-residential

25.42 [(ETAF x 1243) + (1-ETAF x 0)] = MAWA 17,378.3

**THE ETWU (8,220.2 GALLONS PER YEAR) IS LESS THAN MAWA (17,378.3 GALLONS PER YEAR).
THE WATER BUDGET COMPLIES WITH THE MAWA.**



MAX VEDDER LAND DESIGN
MAX@MAXVEDDER.COM
WWW.MAXVEDDER.COM
530-305-6854

PETRE RESIDENCE
327 N ACACIA AVE
SOLANA BEACH, CA 92075

REVISIONS

DATE	DESCRIPTION
10/07/2021	INITIAL DESIGN COMPLETED
12/30/2021	DESIGN UPDATED
1/14/2022	DESIGN UPDATED
2/10/2022	DESIGN UPDATED
4/10/2022	DESIGN UPDATED
7/21/2022	DESIGN UPDATED
10/9/2022	DESIGN UPDATED

OCTOBER 9, 2022
DATE

1/4" = 1'-0"
SCALE

HYDROZONES AND
MAWA CALCULATIONS
AREA AND SCOPE

4 OF 4
SHEET NUMBER

MAX VEDDER
DESIGNER





STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: January 11, 2023
ORIGINATING DEPT: Community Development Department
SUBJECT: **Public Hearing: Request for a Development Review Permit (DRP) and a Structure Development Permit (SDP) for a Replacement Two-Story, Single-Family Residence with an Attached Carport and Associated Site Improvements at 715 Ida Avenue. (Applicant: Chris Crowley Application: DRP20-008/SDP20-012; APN: 298-162-03; Resolution 2023-002)**

BACKGROUND:

The Applicant, Chris Crowley, is requesting City Council approval of a Development Review Permit (DRP) and Structure Development Permit (SDP) for an interior remodel and construction of a second-floor addition to an existing single-story, single-family residence with an attached carport and perform associated site improvements. The 5,112 square foot lot is located within the Medium Residential (MR) Zone and the Scaled Residential Overlay Zone (SROZ).

The project proposes 130 cubic yards (CY) of cut, 30 CY of fill and 100 CY of export and 20 CY of footings. A DRP is required for: 1) grading in excess of 100 CY (aggregate); 2) a structure that exceeds 60% of the maximum allowable floor area; and 3) a second floor that exceeds 35% of the floor area of the first floor. The project requires an SDP for an addition over 16 feet in height as measured from the pre-existing grade. The maximum height of the proposed addition would be 24.94 feet above the existing grade with the highest story pole measured at 126.83 MSL.

The issue before the Council is whether to approve, approve with conditions, or deny the Applicant's request as contained in Resolution 2023-002 (Attachment 1).

CITY COUNCIL ACTION:

AGENDA ITEM # B.3.

DISCUSSION:

The square shaped lot is a 5,112 square-foot property located on the west side of Ida Avenue. The lot is substandard in depth in that it is 72.01 feet deep and 71.01 feet in width, therefore, the property qualifies for a reduced front and rear yard setback. The lot slopes down from the public right-of-way approximately 10-12 feet as you move west. Ida Avenue is approximately 112 feet above the Mean Sea Level (MSL) and the rear property line ranges from 99-102 feet above MSL. The Applicant is proposing to reconstruct the existing driveway with a perpendicular access to Ida Avenue instead of the current connection at an angle. A portion of the existing residence would also be demolished as it is located within the required rear yard setback area. The proposed project includes an addition to the first floor in the buildable area as well as a new second floor. Proposed site improvements including grading and the construction of a new driveway, retaining walls and hardscape.

Table 1 (below) provides a comparison of the SBMC applicable zoning regulations with the Applicant's proposed design.

Table 1			
LOT INFORMATION			
Property Address:	715 Ida Ave.	Zoning Designation:	MR (5-7 du/ac)
Lot Size (Gross):	5,112 ft ²	# of Units Allowed:	1 D/U, 1 ADU, and 1 JADU
Max. Allowable Floor Area:	2,560 ft ²	# of Units Requested:	1 D/U
Proposed Floor Area:	2,088 ft ²	Setbacks:	Required Proposed
Below Max. Floor Area by:	472 ft ²	Front (E)	*25 ft. 26 ft.
Max. Allowable Height:	25 ft.	Interior Side (N)	5 ft. 5 ft.
Max. Proposed Height:	24.94 ft.	Interior Side (S)	5 ft. 5 ft.
Highest Point/Ridge:	126.83 MSL	Rear (W)	*25 ft. 15 ft.
Existing Development:	Existing one-story residence	*the front and rear yard setbacks reduced due to lot depth.	
Proposed Parking:	2 carport spaces	Proposed Grading:	130 yd ³ of Cut
Fences and Walls:	Yes		30 yd ³ of Fill
			100 yd ³ of Export
			20 yd ³ for footings
PROPOSED PROJECT INFORMATION			
Floor Area Breakdown:		Required Permit:	
Existing First Floor Living Area:	517 ft ²	DRP: for grading in excess of 100 cubic yards, construction of a residence that is more than 60% of the maximum allowable floor area, and a second story floor area that exceeds 35% of the first story floor area.	
Proposed First Floor Addition:	317 ft ²		
Proposed Second Floor Addition:	1,254 ft ²		
Total Floor Area:	2,088 ft²	SDP: for construction in excess of 16 feet in height as measured from the pre-existing grade.	

Staff has prepared draft findings for approval of the project in the attached Resolution 2023-002 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 2023-002.

Development Review Permit Compliance (SBMC Section 17.68.40):

A DRP is required because the proposed development includes grading in excess of 100 CY, a residence that exceeds 60% of the maximum allowable floor area, and the construction of a second floor that exceeds 35% of the maximum floor area for the first floor. 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 2023-002 provides the full discussion of the findings.

1. The proposed development is consistent with the general plan and all applicable requirements of the zoning ordinance including special regulations, overlay zones, and specific plans.
2. The proposed development complies with the development review criteria.
3. All required permits and approvals issued by the city, including variances, conditional use permits, comprehensive sign plans, and coastal development permits have been obtained prior to or concurrently with the development review permit.
4. If the development project also requires a permit or approval to be issued by a state or federal agency, the city council may conditionally approve the

development review permit upon the Applicant obtaining the required permit or approval from the other agency.

If the above findings cannot be made, the Council shall deny the DRP. The following is a discussion of the applicable development review criteria as they relate to the proposed project.

Relationship with Adjacent Land Uses:

The property is located within the MR Zone. Properties to the west and south are located within the MR Zone, properties to the north and east are located within the Medium High Residential (MHR) Zone. Surrounding properties are developed with a mixture of one- and two-story single-family residences as well as some multi-family developments. The project, as designed, is consistent with the permitted uses for the MR Zone as described in SBMC Sections 17.20.010 and 17.12.020. The property is designated Medium Density Residential in the General Plan and intended for single- and multi-family residential development within a density range of five to seven units per acre. Other compatible uses such as accessory dwelling units, home occupations, religious institutions, educational institutions, parks and recreation facilities, and public utilities are permitted or conditionally permitted. 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 project also could be found consistent with the objective of providing a range of housing types.

The property is not located within any of the City's Specific Plan areas, however, the project is located within the Coastal Zone. As a condition of project approval, the Applicant will be required to obtain a Coastal Development Permit, Waiver, or Exemption from the California Coastal Commission prior to the issuance of building or grading permits.

Building and Structure Placement:

The Applicant is proposing to demolish 199 square feet of the existing 716 square foot single-story residence because it is located within the required rear yard setback. The proposed 317 square foot addition is proposed within the buildable area and to the east of the remaining 517 square feet of the existing residence. The project also includes a new 1,254 square foot second floor above the first-floor level and the new proposed first floor carport. The 834 square foot main level would consist of an open concept kitchen, dining, and sitting room with a laundry closet, a full bathroom and one bedroom. The main floor has access to the covered carport from the southern elevation where is a storage room attached to the residence that is only accessed from the carport. The second floor would consist of the primary suite, a living room, a bathroom and an additional bedroom. There are small decks off the second bedroom to the south, the primary bedroom and living room to the west and one off of the living room to the east.

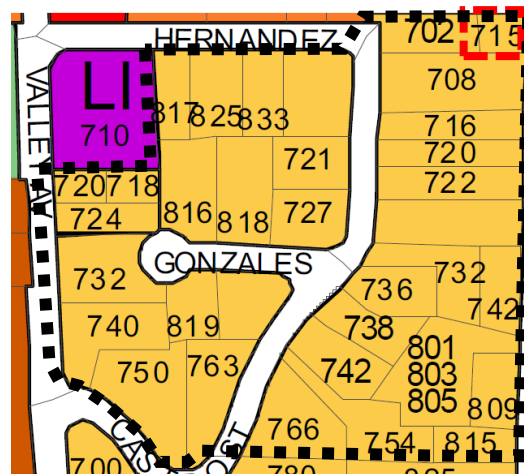
The existing driveway would be reconstructed to connect perpendicular to Ida Avenue and would slope downward to the proposed carport. The SBMC parking regulations require two off-street parking spaces per single-family residence. However, the parking spaces must be located in an enclosed garage to qualify for a square footage exemption from the Floor Area Ratio (FAR) calculation. The maximum allowable floor area calculation for this project is as follows:

0.50 for first 5,112 ft ²	3,000 ft ²
Maximum Allowable Floor Area:	3,527 ft ²

As designed, the project complies with all required setbacks. The residence would be setback 26 feet from the front property line along Ida Avenue, approximately 5.31 feet from the northern side property line, approximately 15 feet from the rear property line, and approximately 5 feet from the southern side property line. The maximum building height for the MR Zone is 25 feet. The proposed residence would not exceed 24.94 feet above the pre-existing grade with a highest point at 126.83. As a condition of approval, the Applicant would be required to submit a height certification to certify that no portion of the structure will exceed 24.94 feet from the existing grade or 126.83 MSL. As designed, the project will comply with the required parking, maximum floor area, required setbacks, and maximum building height.

Neighborhood Comparison:

Staff compared the proposed project to 32 other properties within the surrounding area. This area includes properties located within the MR Zone west of Ida Avenue, east of Valley Avenue, North of Castro Street and South of Hernandez as shown on the following map.



The existing homes range in size from 672 feet to 3,375 square feet, according to the County Assessor records. It should be noted that the County Assessor does not include the garage, covered porch area, unfinished basement, and non-habitable accessory building area in the total square footage. Additionally, the Assessor would not double

count areas with a ceiling height of 15 feet or greater. Accordingly, the building area of the proposed project has been calculated for comparison purposes by deleting the area of the proposed garage and the outdoor covered area:

Project Gross Building Area:	2,088 SF
Subtract Garage Area	-0 SF
Subtract Covered Patio	-0 SF
Project Area for Comparison to Assessor's Data:	2,088 SF

Table 2 is based upon the County Assessor's data and SanGIS data. It contains neighboring lot sizes, the square footage of existing development and the maximum allowable square footage for potential development on each lot.

Table 2						
#	Property Address	Lot Size in ft2 (GIS)	Existing ft2 Onsite (Assessor's)	Proposed / Recently Approved ft ²	Max. Allowable ft ²	Zone
1.	715 Ida Avenue	5,112	716	2,088	2,556	MR
2.	702 Castro Street	9,913	2,946		3,685	MR
3.	717 Ida Avenue	9,438	3,124		3,602	MR
4.	708 Castro Street	8,847	3,156		3,498	MR
5.	716 Castro Street	9,918	1,192		3,686	MR
6.	735 Ida Avenue	9,587	3,010		3,628	MR
7.	722 Castro Street	9,450	3,676		3,604	MR
8.	741 Ida Avenue	7,830	3,440		3,320	MR
9.	728 Castro Street	6,542	2,900		3,095	MR
10.	742 Ida Avenue	9,062	761		3,536	MR
11.	732 Castro Street	11,385	1,956		3,942	MR
12.	734 Castro Street	9,066	3,375		3,537	MR
13.	809 Ida Avenue	9,673	2,736		3,643	MR
14.	801,803, 805 Ida Ave.	19,987	6,744		5,074	MR
15.	738 Castro Street	9,025	2,330		3,529	MR
16.	742 Castro Street	10,423	2,210		3,774	MR
17.	752 Castro Street	13,845	906		4,373	MR
18.	754 Castro Street	12,199	0		4,085	MR
19.	815 Ida Avenue	5,883	1,652		2,942	MR
20.	750 Castro Street	17,372	672		4,812	MR
21.	763 Castro Street	13,419	1,500		4,298	MR
22.	825 Gonzales Street	9,480	3,017		3,609	MR
23.	819 Gonzales Street	7,598	2,104		3,280	MR
24.	740 Valley Avenue	13,493	1,008		4,311	MR

25.	732 Valley Avenue	14,550	1,122		4,496	MR
26.	724 Valley Avenue	7,442	920		3,252	MR
27.	720 Valley Avenue	3,931	800		1,966	MR
28.	718 Valley Avenue	3,943	800		1,972	MR
29.	816 Gonzales Street	13,028	2,632		4,230	MR
30.	818 Gonzales Street	13,298	1,364		4,277	MR
31.	727 Castro Street	9,587	1,750		3,628	MR
32.	721 Castro Street	9,358	2,032		3,588	MR
33.	843 Hernandez Street	13,479	1,254		4,309	MR
34.	833 Hernandez Street	7,970	1,622		3,345	MR
35.	825 Hernandez Street	10,534	1,026		3,793	MR
36.	815 Hernandez Street	6,837	2,060		3,146	MR

Fences, Walls and Retaining Walls:

Within the front or exterior side yard setback areas, the SBMC Section 17.20.040(O) allows fences and walls, or any combination thereof, to be no higher than 42 inches in height as measured from existing grade, except for an additional two feet of fence that is at least 80% open to light. Fences, walls and retaining walls located within the rear and interior side yards are allowed to be up to six feet in height with an additional 24 inches that is 50% open to light and air.

There is an existing retaining wall along the rear, or western, property line that ranges in height from approximately 3 feet to 5.2 feet above existing grade that will remain. There is also a freestanding block wall that will remain to the west of the proposed carport and low retaining wall to the east of the flat pad area in front of the residence that will remain.

The Applicant is proposing to construct a retaining wall around a staircase providing pedestrian access to Ida Avenue in the northeast corner of the lot. Another retaining wall is proposed around along the eastern property line to the reconstructed driveway that will range in height from 0 feet above the existing grade to approximately 3.5 feet above the existing grade. As proposed, the proposed fence/wall complies with the maximum fence heights. 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 not subject to the water efficient landscaping regulations of SBMC Chapter 17.56. According to SBMC Section 17.56.040, the regulations apply to modified irrigated landscaped areas that exceed 500 square feet. The proposed project does not include any new or modified irrigated landscaping. If the Applicant decides to modify the

landscaping during the building permit process, they would be required to come back before the City Council with a DRP Modification for the approval of the landscape plans.

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 reconstruct the existing driveway so that it has a perpendicular connection with Ida Avenue instead of the current angle. The driveway would slope down from the public right-of-way to the covered carport that will provide two parking spaces one that is 9 X 19 feet and one that is 10.5 X 19 feet. The space was widened due to its location next to a fence or wall that exceeds six inches in height.

Grading:

The project would include grading in the amount of 130 CY of cut, 30 CY of fill and 100 CY of export as well as 20 CY of cut for footings. The grading is proposed to reconstruct the driveway and provide a flat pad within the buildable yard area to construct the square footage addition, the attached carport, and provide a flat usable yard area in front of the residence.

Lighting:

A condition of project approval includes that all new exterior lighting fixtures comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060). All light fixtures shall be shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.

Usable Open Space:

The project consists of the construction of a replacement residence with an attached carport and associated site improvements; therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040. As a condition of project approval, the Applicant will be required to pay the Park Development Fee prior to building permit issuance.

Structure Development Permit Compliance:

The proposed structure exceeds 16 feet in height above the existing grade, therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicant was required to complete the SDP process. The Story Pole Height Certification was certified by a licensed land surveyor on August 22, 2022, showing a maximum building height of 24.94 feet (126.83 feet above MSL) above the proposed grade. Notices were mailed to property owners and occupants within 300 feet of the

project site establishing a deadline to file for View Assessment by October 24, 2022. The City did not receive any applications for View Assessment, therefore, if the City Council can make the findings to approve the DRP, the SDP would be approved administratively.

A condition of approval has been added to the Draft Resolution of Approval (Attachment 1) to require that the Applicant submit a height certification prepared by a licensed land surveyor prior to the framing inspection certifying that the maximum height of the proposed addition will not exceed 24.94 feet above the proposed grade or 126.83 feet above MSL.

Proposed Street Improvements:

The existing property frontage is unimproved. Currently, the area between the edge of pavement and property line consists of vegetation, a narrow unimproved walkway, and stairs. If approved, the Applicant will be required to dedicate additional right-of-way and improve the area between the edge of pavement and the new dedicated property line with 10-ft wide compacted stabilized D.G. pathway as well as a concrete mountable curb along the entire property frontage. The Applicant will also construct a new driveway approach.

Public Hearing Notice:

Notice of the City Council Public Hearing for the project was published in the Union Tribune more than 10 days prior to the public hearing. The same public notice was mailed to property owners and occupants within 300 feet of the proposed project site on December 21, 2022. Staff has not received any correspondence in support or 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. Staff has prepared draft findings for approval of the project in the attached Resolution 2023-002 for Council's consideration based upon the information in this report. 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.

CEQA COMPLIANCE STATEMENT:

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the State CEQA Guidelines. Class 3 consists of construction and location of limited numbers of new, small facilities or structures.

FISCAL IMPACT: N/A

WORK PLAN: N/A

OPTIONS:

- Approve Staff recommendation adopting the attached Resolution 2023-002.
- 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 and 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 15301 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt Resolution 2023-002 conditionally approving a DRP and SDP for a replacement single-story, single-family residence and associated site improvements at 715 Ida Avenue, Solana Beach.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2023-002
2. Project Plans

RESOLUTION 2023-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A DEVELOPMENT REVIEW PERMIT AND STRUCTURE DEVELOPMENT PERMIT FOR AN INTERIOR REMODEL AND SQUARE FOOTAGE ADDITION INCLUDING A SECOND FLOOR AND PERFORM ASSOCIATED IMPROVEMENTS AT 715 IDA, SOLANA BEACH.

APPLICANT: Chris Crowley
APPLICATION: DRP20-008/SDP20-012

WHEREAS, Chris Crowley (hereinafter referred to as “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 January 11, 2023, 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 Public Hearing, and any information the City Council gathered by viewing the site and the area as disclosed at the Public 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 an interior remodel and square footage addition including a new second story for a total residence of 2,088 square feet with an attached carport and perform associated site improvements at 715 Ida Avenue, is conditionally approved based upon the following Findings and subject to the following Conditions:

III. FINDINGS

- A. In accordance with Section 17.68.040 (Development Review Permit) of the City of Solana Beach Municipal Code, the City Council finds the following:
 - I. *The proposed project is consistent with the General Plan and all applicable requirements of SBMC Title 17 (Zoning Ordinance), including special regulations, overlay zones and specific plans.*

General Plan Consistency: The project, as conditioned, is consistent with the City's General Plan designation of Medium Density Residential, which allows for a maximum of 5-7 dwelling units per acre. Other compatible uses such as accessory dwelling units, home occupations, religious institutions, educational institutions, parks and recreation facilities, and public utilities are permitted or conditionally permitted. 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 MR Zone and cited by SBMC Section 17.020.030.

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

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

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

The property is located within the MR Zone. Properties to the west and south are located within the MR Zone, Properties to the east and north are within the Medium High Residential (MHR) Zone. Surrounding properties are developed with a mixture of one- and two-story single-family residences as well as some multi-family developments. The project, as designed, is consistent with the permitted uses for the MR Zone as described in SBMC Sections 17.20.010 and 17.12.020. The property is designated Medium Density Residential in the General Plan and intended for single- or multi-family residential developments with

a maximum density of 5-7 dwelling units per acre. Other compatible uses such as accessory dwelling units, home occupations, religious institutions, educational institutions, parks and recreation facilities, and public utilities are permitted or conditionally permitted. 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 project also could be found consistent with the objective of providing a range of housing types.

The property is not located within any of the City's Specific Plan areas, however, the project is located within the Coastal Zone. As a condition of project approval, the Applicant will be required to obtain a Coastal Development Permit, Waiver, or Exemption from the California Coastal Commission prior to the issuance of building or grading permits.

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

The Applicant is proposing to demolish 199 square feet of the existing 716 square foot single-story residence because it is located within the required rear yard setback. The proposed 317 square footage addition is proposed within the buildable area and to the east of the remaining 517 square feet of the existing residence. The project also includes a new 1,254 square foot second floor above the first-floor level and the new proposed first floor carport. The 834 square foot main level would consist of an open concept kitchen, dining, and sitting room with a laundry closet, a full bathroom and one bedroom. The main floor has access to the covered carport from the southern elevation where there is a storage room attached to the residence that is only accessed from the carport. The second floor would consist of the primary suite, a living room, a bathroom and an additional bedroom. There are small decks off the second bedroom to the south, the primary bedroom and living room to the west and one off of the living room to the east.

The existing driveway would be reconstructed perpendicular to Ida Avenue and would slope downward to the proposed carport. The SBMC parking regulations require two off-street parking spaces per single-family residence. However, the parking spaces must be located in an enclosed garage to qualify for a

square footage exemption from the Floor Area Ratio (FAR) calculation. The maximum allowable floor area calculation for this project is as follows:

$$\frac{0.50 \text{ for first } 5,112 \text{ ft}^2}{\text{Maximum Allowable Floor Area:}} \quad 3,000 \text{ ft}^2$$
$$3,527 \text{ ft}^2$$

As designed, the project complies with all required setbacks. The residence would be setback 26 feet from the front property line along Ida Avenue, approximately 5.31 feet from the northern side property line, approximately 15 feet from the rear property line, and approximately 5 feet from the southern side property line. The maximum building height for the MR Zone is 25 feet. The proposed residence would not exceed 24.94 feet above the pre-existing grade with the highest portion of the structure to be at 112.40 feet above MSL. The project includes grading to provide a partially subterranean lower level, therefore, the tallest portion of the structure would be approximately 21.56 feet as measured from the proposed grade. An SDP is not required because the proposed residence will not exceed 16 feet from pre-existing grade. As a condition of approval, the Applicant would be required to submit a height certification to certify that no portion of the structure will exceed 24.94 feet from the existing grade or 126.83 MSL. As designed, the project will comply with the required parking, maximum floor area, required setbacks, and maximum building height.

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

The project is not subject to the water efficient landscaping regulations of SBMC Chapter 17.56. According to SBMC Section 17.56.040, the regulations apply to modified irrigated landscaped areas that exceed 500 square feet. The proposed project does not include any new or modified irrigated landscaping. If the Applicant decides to modify the landscaping during the building permit process, they would be required to come back before the City Council with a DRP Modification for the approval of the landscape plans.

- 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 reconstruct the existing driveway so that it has a perpendicular connection with Ida Avenue instead of the current angle. The driveway would slope down from the public right-of-way to the covered carport that will provide two parking spaces one that is 9 X 19 feet and one that is 10.5 X 19 feet. The space was widened due to its location next to a fence or wall that exceeds six inches in height.

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

The project would include grading in the amount of 130 CY of cut, 30 CY of fill and 100 CY of export as well as 20 CY of cut for footings. Grading is proposed to reconstruct the driveway and provide a flat pad within the buildable yard area in order to construct the square footage addition, the attached carport and provide usable yard area in front of the 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).*

A condition of project approval requires that all new exterior lighting fixtures comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060). A condition of project approval has been included to require all new exterior lighting fixtures comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060); that all light fixtures shall be shielded so that no light or glare is transmitted or

reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.

- g. Usable Open Space: Recreational facilities proposed within required usable open space shall be located and designed to maintain essential open space values.*

The project consists of the construction of a square footage addition and remodel of an existing residence with a carport and associated site improvements, therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040. As condition of project approval, the Applicant is required to pay the Park Development Fee.

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

All required permits are being processed concurrently with the Development Review Permit.

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

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

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

The proposed structure exceeds 16 feet in height above the existing grade, therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicant was required to complete the SDP process. The Story Pole Height Certification was certified by a licensed land surveyor on August 10, 2022, showing a maximum building height of 24.94 feet (126.83 feet above MSL) above the proposed grade. Notices were mailed to property owners and occupants within 300 feet of the project site establishing a deadline to file for View Assessment by October 24, 2022. The City did not receive any applications for View Assessment, therefore, if the City Council can make the findings to approve the DRP, the SDP would be approved administratively.

A condition of approval has been added to the Draft Resolution of Approval

(Attachment 1) to require that the Applicant submit a height certification prepared by a licensed land surveyor prior to the framing inspection certifying that the maximum height of the proposed addition will not exceed 24.30 feet above the proposed grade or 80.3 feet above MSL.

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 Fire Mitigation, Park Development, Public Use Facilities, and Public Facilities Impact Fees.
- II. Building Permit plans must be in substantial conformance with the architectural plans presented to the City Council on January 11, 2023, and located in the project file with a submittal date of September 23, 2022.
- III. Prior to requesting a framing inspection, the Applicant shall submit a height certification, signed by a licensed land surveyor, certifying that the building envelope of the proposed addition is in conformance with the plans as approved by the City Council on January 11, 2023 and will not exceed 24.94 feet above the existing grade with the highest pole at 126.83 MSL.
- IV. Any proposed onsite fences, walls and retaining walls and any proposed railing located on top, or any combination thereof, shall comply with applicable regulations of SBMC Section 17.20.040 and 17.60.070 (Fences and Walls).
- V. The Applicant shall obtain required California Coastal Commission (CCC) approval of a Coastal Development Permit, Waiver or Exemption as determined necessary by the CCC, prior to the issuance of Building and Grading Permits.
- VI. Native or drought tolerant and non-invasive plant materials and water conserving irrigation systems shall be incorporated into any proposed landscaping and compatible with the surrounding area to the extent feasible
- VII. All new exterior lighting fixtures shall be in conformance with the City-wide lighting regulations of the Zoning Ordinance (SBMC 17.60.060). All light fixtures shall be appropriately shielded so that no light or glare

is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.

- VIII. Construction vehicles shall be parked on the subject property at all times feasible. If construction activity prohibits parking on the subject property, the Applicant shall ensure construction vehicles are parked in such a way to allow sufficient vehicular access on the street and minimize impact to the surrounding neighbors.
- IX. The Applicant shall connect to temporary electrical service as soon as feasible to the satisfaction of the City. The use of gas-powered generator(s) during construction activity is discouraged and shall be limited only to selective use at the discretion of the City.

B. Fire Department Conditions:

- I. **BUILDINGS ACCESS ROAD MINIMUM DIMENSIONS:** Fire apparatus access roads shall have an unobstructed improved width of not less than 20 feet; curb line to curb line, and an unobstructed vertical clearance of not less than 13 feet 6 inches. Exception: Single-Family residential driveways; serving no more than two single-family dwellings, shall have minimum of 16 feet, curb line to curb line, of unobstructed improved width. Access roads shall be designed and maintained to support the imposed loads of not less than 75,000 pounds and shall be provided with an approved paved surface to provide all-weather driving capabilities.
- II. **OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION:** All roadways shall be a minimum of 20 feet in width during construction and maintained free and clear, including the parking of vehicles, in accordance with the California Fire Code and the Solana Beach Fire Department.
- III. **ADDRESS NUMBERS: STREET NUMBERS:** Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background and shall meet the following minimum standards as to size: 4" high with a 1/2" inch stroke width for residential buildings, 8" high with a 1/2" stroke for commercial and multi-family residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear access doors, building corners, and entrances to commercial centers.

- IV. AUTOMATIC FIRE SPRINKLER SYSTEM-ONE- AND TWO-FAMILY DWELLINGS: Structures shall be protected by an automatic fire sprinkler system designed and installed to the satisfaction of the Fire Department. Plans for the automatic fire sprinkler system shall be approved by the Fire Department prior to installation. Sprinklers will be required due to the additions being over 50% of the existing residence and due to the significant modifications to the roof.
 - V. CLASS “A” ROOF: All structures shall be provided with a Class “A” Roof covering to the satisfaction of the Solana Beach Fire Department.
- C. Engineering Department Conditions:
- I. The Applicant is required to obtain an Encroachment Permit in accordance with SBMC Section 11.20 for the following frontage improvements being done in the public right-of-way. The frontage improvements shall be done to the satisfaction of the City Engineer prior to release of the grading bond of the proposed project:
 - a. Construction of the 9”X9”x12” concrete curb along the property frontage with transitions to the existing improvements on both ends to the satisfaction of the City Engineer.
 - b. Construction of the SDRSD modified G-14 driveway approach with 2:1 transition to the proposed D.G. pathway.
 - c. Construction of the D.G area compacted and graded at maximum 2% towards the flow line for walking and parking purposes to the satisfaction of the City Engineer.
 - d. Removal of the existing stairs.
 - II. The Applicant shall record an Encroachment Maintenance Removal Agreement (EMRA) with the County of San Diego prior to the release of the Grading Bond and Security Deposit. The EMRA shall be recorded against this property for all private improvements in the public right-of-way including, but not limited to:
 - a. SDRSD modified G-14 driveway approach.
 - III. A 14-foot width of property frontage along Ida Avenue shall be dedicated to the City of Solana Beach as public right-of-way. The Applicant shall provide the Plat and Legal Description prepared by a Registered Civil Engineer. The document shall be recorded with the County of San Diego prior to release of the grading bond.

- IV. The Applicant shall record a Hold Harmless Agreement prior to release of the grading bond. The document will hold the City of Solana Beach harmless for sewer and drainage purposes.
- V. The Applicant shall obtain a Grading Permit in accordance with Chapter 15.40 of the Solana Beach Municipal Code. Conditions prior to the issuance of a grading permit shall include, but not be limited to, the following:
 - a. The Applicant shall obtain a grading plan prepared by a Registered Civil Engineer and approved by the City Engineer. On-site grading design and construction shall be in accordance with Chapter 15.40 of the Solana Beach Municipal Code.
 - b. The Applicant shall obtain a Soils Report prepared by a Registered Soils Engineer and approved by the City Engineer. All necessary measures shall be taken and implemented to assure slope stability, erosion control and soil integrity. The grading plan shall incorporate all recommendations contained in the soils report.
 - c. The Applicant shall provide a Drainage Report prepared by a Registered Civil Engineer. This report shall address the design for detention basin and corresponding outflow system to ensure the rate of runoff for the proposed development is at or below that of pre-existing condition. All recommendations of this report shall be incorporated into the Preliminary Grading Plan. A detention basin easement(s) shall be recorded for maintenance of the detention basins by the property owner(s) in perpetuity, prior to the release of the Grading Bond and Security Deposit.
 - d. The Applicant shall show all retaining walls and drainage structures. Retaining walls shown on the grading plan shall conform to the San Diego Regional Standards or be designed by a licensed Civil Engineer. Engineering calculations for all designed walls with a surcharge and nonstandard walls shall be submitted at grading plan check. Retaining walls may not exceed the allowable height within the property line setback as determined by the City of Solana Beach Municipal Code. Contact the Community Development Department for further information.
 - e. The Applicant is responsible to protect the adjacent properties during construction. If any grading, construction activity, access or potential construction-related impacts are anticipated beyond the property lines, as determined by the City Engineer, the Applicant shall obtain a letter of permission from the adjoining

property owners. All required letters of permission shall be submitted to the City Engineer prior to the issuance of the grading permit.

- f. Cut and fill slopes shall be set back from site boundaries and buildings in accordance with SBMC 15.40.140 and to the satisfaction of the City Engineer.
- g. The Applicant shall pay a grading plan check fee in accordance with the current Engineering Fee Schedule at initial grading plan submittal. Inspection fees shall be paid prior to issuance of the grading permit.
- h. The Applicant shall obtain and submit grading security in a form prescribed by the City Engineer.
- i. The Applicant shall obtain haul permit for import / export of soil. The Applicant shall transport all excavated material to a legal disposal site.
- j. The Applicant shall submit certification from the Engineer of Record and the Soils Engineer that all public or private drainage facilities and finished grades are functioning and are installed in accordance with the approved plans. This shall be accomplished by the Engineer of Record incorporating as-built conditions on the Mylar grading plans and obtaining signatures of the Engineer of Record and the Soils Engineer certifying the as-built conditions.
- k. An Erosion Prevention and Sediment Control Plan shall be prepared by the Applicant. Best management practices shall be developed and implemented to manage storm water and non-storm water discharges from the site at all times during excavation and grading activities. Erosion prevention shall be emphasized as the most important measure for keeping sediment on site during excavation and grading activities. Sediment controls shall be used as a supplement to erosion prevention for keeping sediment on site.
- l. The Applicant shall show all proposed on-site private drainage facilities intended to discharge water run-off. Elements of this design shall include a hydrologic and hydraulic analysis verifying the adequacy of the facilities and identify any easements or structures required to properly convey the drainage. The construction of drainage structures shall comply with the standards set forth by the San Diego Regional Standard Drawings.

- m. Post Construction Best Management Practices meeting City and RWQCB Order No. R9-2013-001 requirements shall be implemented in the drainage design.
- n. No increased cross lot drainage shall be allowed.
- o. Prior to obtaining a building permit, the Applicant shall submit a building pad certification statement from a Soils Engineer and an engineer or land surveyor licensed in Land Surveying per SBMC 15.40.230E. If a demo permit is required for removing existing structures before grading, the
- p. Applicant shall obtain the demo permit separately in order to certify the grading prior to issuance of the Building Permit.

D. City Council Conditions:

- I. To be added later if necessary.

V. EXPIRATION

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

VI. 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 11th day of January, 2023, by the following vote:

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

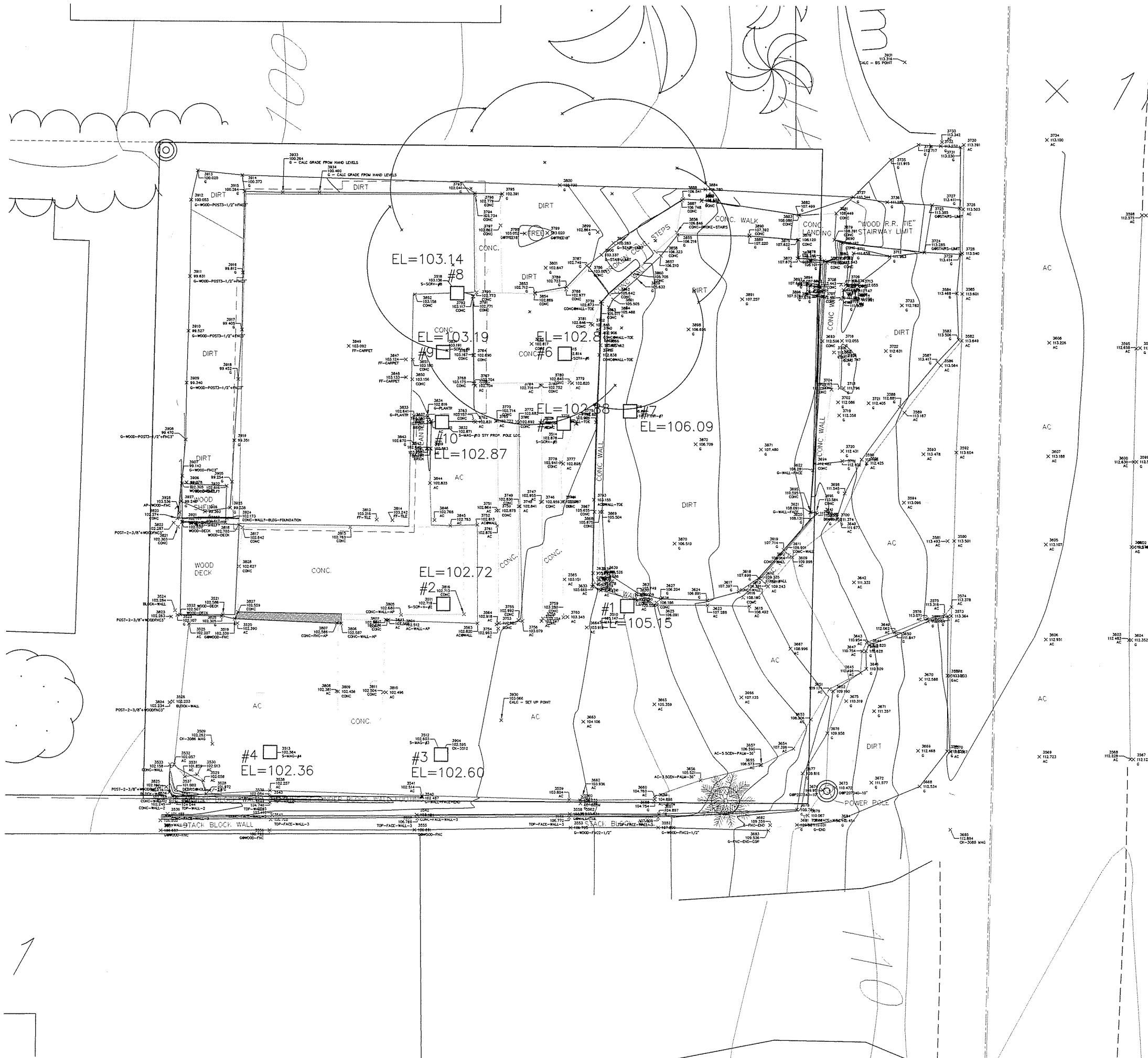
LESA HEEBNER, MAYOR

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



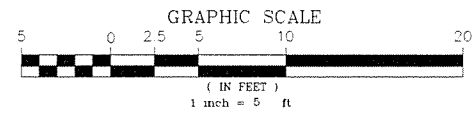
X 172.5

Project: 715 IDA AVE (SOLANA BEACH)
 Client: Christopher Crowley Field Topo Date: September 20th, 2019

BENCHMARK: POINT SOLB 5 AS SHOWN ON RECORD OF SURVEY 18971,
 CITY OF SOLANA BEACH SURVEY CONTROL 2.5" DISC STAMPED
 "SOLB-5 LST302 2005" ON CONCRETE DRAINAGE INLET
 LOCATED AT THE EAST END CUL-DE-SAC OF FRESCA COURT.
 ELEVATION = 107.122 NAVD 88



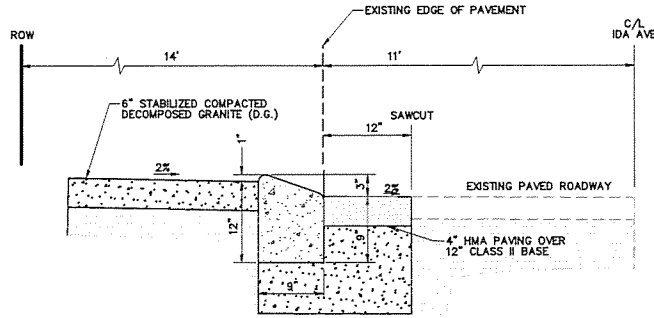
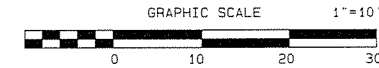
GIS CONTOURS PROVIDED BY THE CITY OF SOLANA BEACH
 IMAGE FROM TERRASERVER



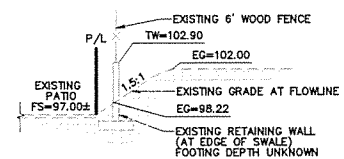
PRELIMINARY GRADING AND DRAINAGE PLAN

715 IDA AVENUE

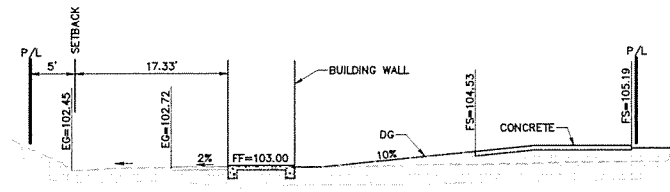
DRP19-008 / SDP20-012



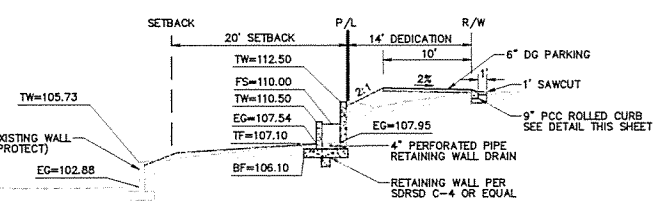
9"x9"x12" PCC ROLLED CURB DETAIL
SCALE: 1"=1'



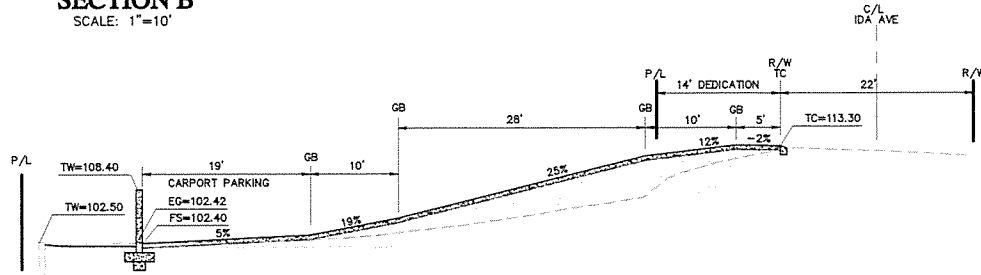
SECTION E
SCALE: 1"=10'



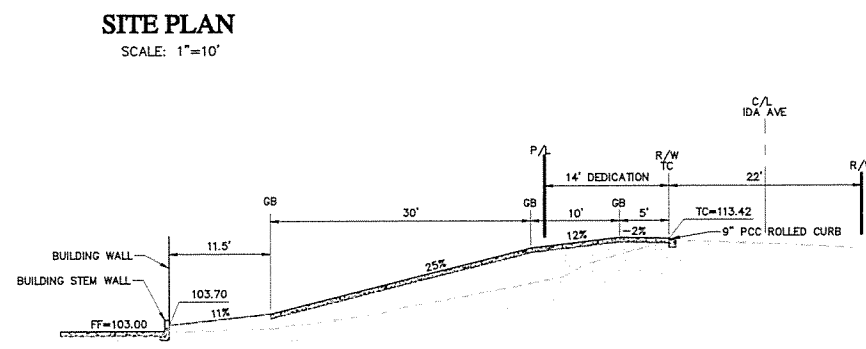
SECTION A
SCALE: 1"=10'



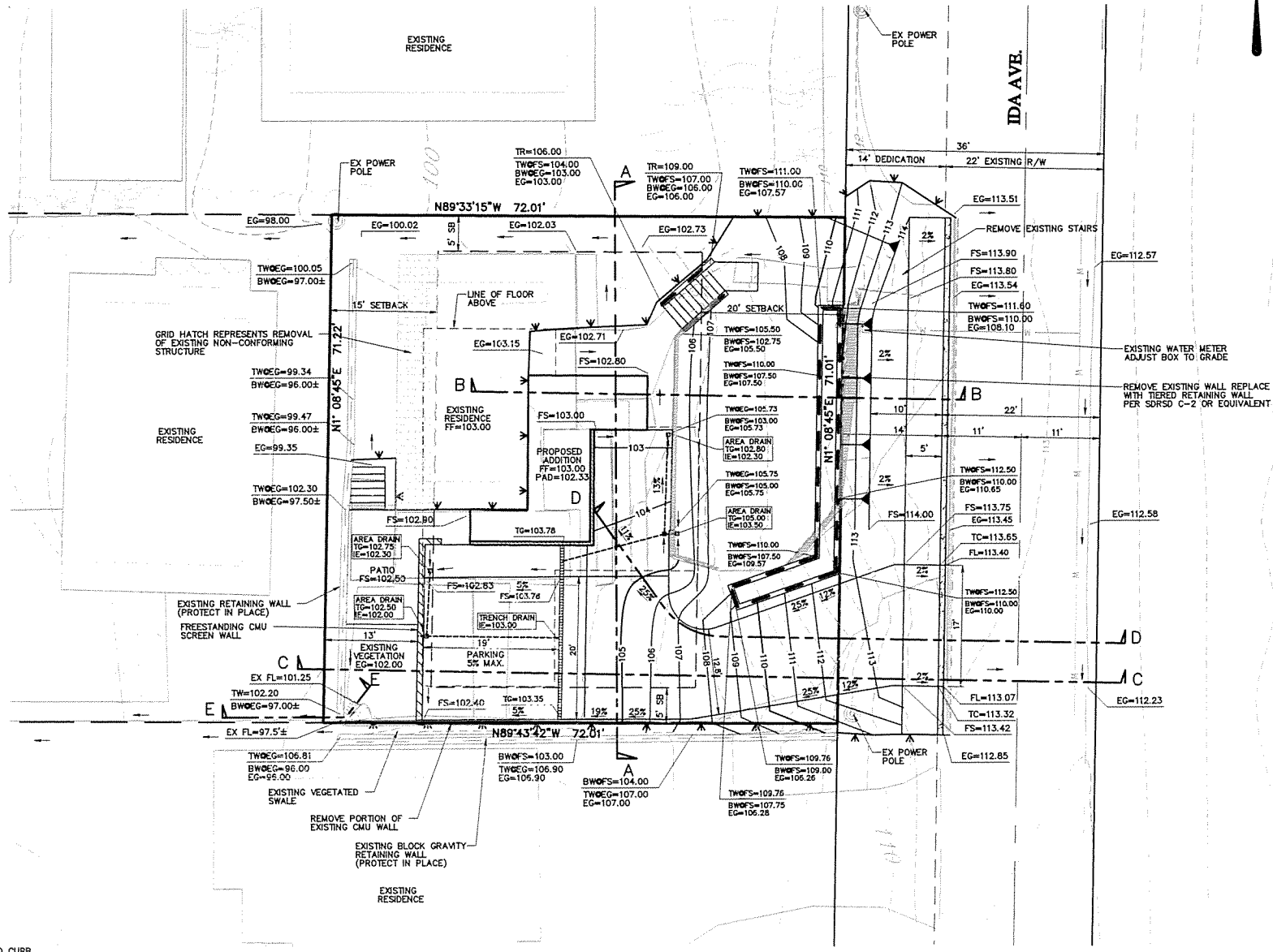
SECTION B
SCALE: 1"=10'



SECTION C - DRIVEWAY
SCALE: 1"=10'



SECTION D - PROFILE
SCALE: 1"=10'



SITE PLAN
SCALE: 1"=10'

OWNER:
CHRIS CROWLEY

ADDRESS:
715 IDA AVENUE
SOLANA BEACH, CA, 92075

APN:
298-162-03

BENCHMARK:
POINT SOLB 5 AS SHOWN ON RECORD OF SURVEY 18971,
CITY OF SOLANA BEACH SURVEY CONTROL 2.5" DISC STAMPED
"SOLB-5 LS7322 2005" ON CONCRETE DRAINAGE INLET
LOCATED AT THE EAST END CUL-DE-SAC OF FRESCA COURT.

ELEVATION = 107.122'
DATUM = NAVD88

LEGAL DESCRIPTION:

THE EASTERLY 72.00 FEET OF LOT 3 OF LA COLONIA IN THE CITY OF SOLANA BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 2278, FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, DATED JANUARY 15, 1943

TOPOGRAPHIC SURVEY PREPARED BY:
GOLD COAST SURVEYING INC.
P.O. BOX 1876
VISTA, CA 92085
760-758-7732

DATE OF SURVEY: SEPT 20, 2019

EARTHWORK:
CUT GRADING:
130 CUBIC YARDS EXCAVATION (CUT)
30 CUBIC YARDS EMBANKMENT (FILL)
100 CUBIC YARDS EXPORT

FOOTINGS:
20 CUBIC YARDS EXPORT (CUT)

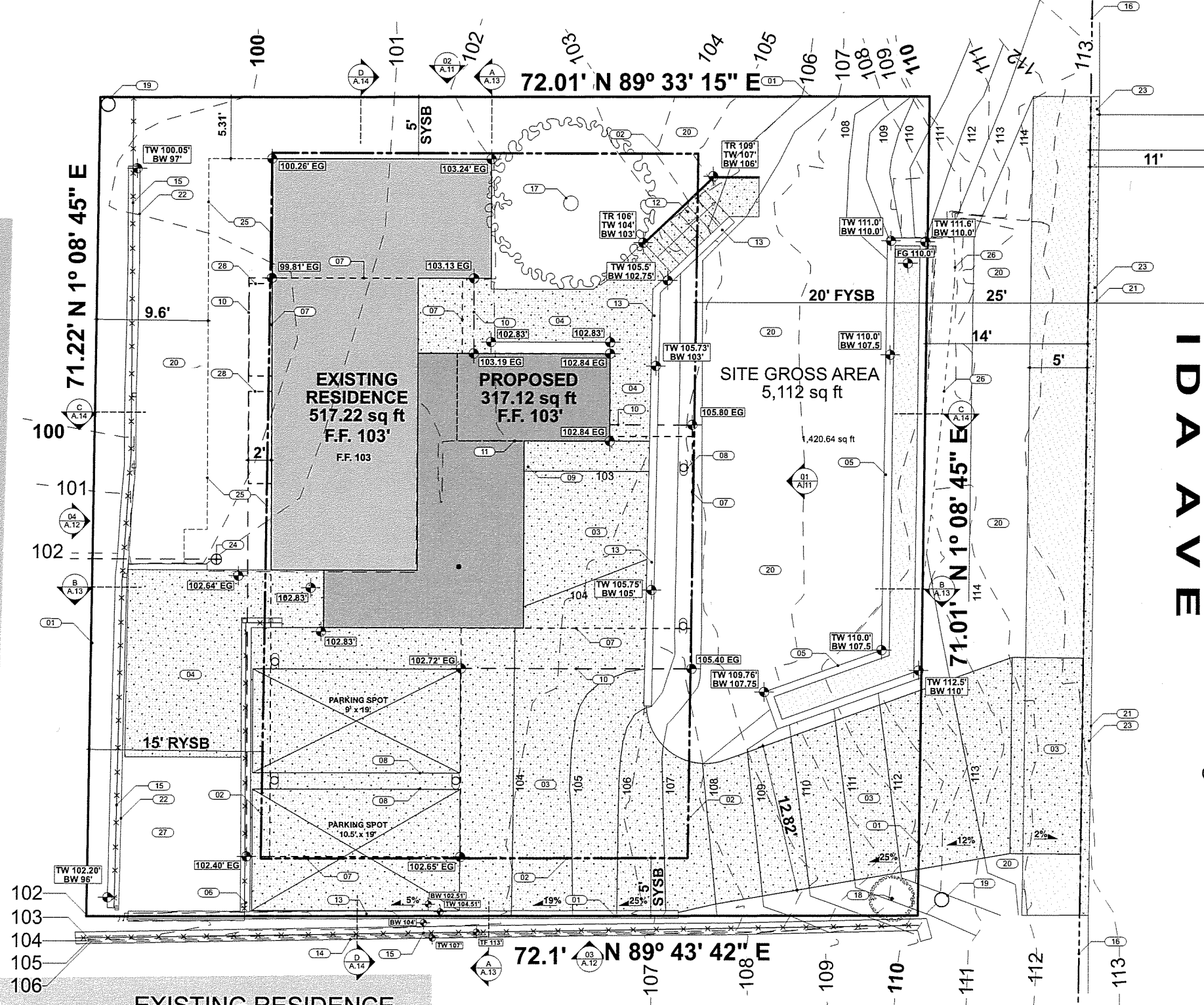
IMPERVIOUS AREA:
EXISTING IMPERVIOUS AREA: 3,529 SF
PROPOSED IMPERVIOUS AREA: 3,126 SF
NET DECREASE: 403 SF

LEGEND:

- PROPERTY BOUNDARY
- LOT LINE
- SETBACK
- R/W DEDICATION
- PROPOSED CONTOURS
- EXISTING CONTOURS
- EXISTING WALL
- EXISTING BUILDING
- EXISTING WATER
- EXISTING SEWER
- EXISTING ELECTRICAL
- EXISTING FENCE
- CENTERLINE
- FOOTPRINT
- CONTOUR
- LIMITS OF GRADING
- AREA DRAIN WITH 4" PVC DRAIN PIPE
- FLOWLINE SWALE
- DRAINAGE DIRECTION
- PROPOSED MASONRY BLOCK RETAINING WALL PER SDRSD C-4 OR EQUIVALENT
- PROPOSED MASONRY SCREEN WALL WITH WOOD FENCE (SEE BUILDING PLAN)
- PROPOSED HARDSCAPE AREA
- 6" WIDE TRENCH DRAIN
- PROPOSED HMA PAVING
- REMOVE EXISTING NON-CONFORMING STRUCTURE

EXISTING RESIDENCE

EXISTING RESIDENCE



SITE PLAN

SCALE: 1" = 5'

FRONT YARD HARDSCAPE/ LANDSCAPE RATIO:
 FRONT YARD AREA: 1,421.07 SF
 FRONT YARD HARDSCAPE AREA: 275.00 SF
 HARDSCAPE RATIO: 19%

TOPOGRAPHICAL INFORMATION PROVIDED BY GOLD COAST SURVEYING INC.

PREVIOUS IMPERVIOUS SURFACES: 3,529 SF
 PROPOSED IMPERVIOUS SURFACES: 3,126 SF
 PROPOSED GRADING CUT: 130 CY
 PROPOSED GRADING FILL: 30 CY
 PROPOSED GRADING EXPORT: 100 CY

BENCHMARK:
 POINT SOL B 5 AS SHOWN ON RECORD OF SURVEY 18971, CITY OF SOLANA BEACH SURVEY CONTROL 2.5" DISC STAMPED "SOLB-5 LS7322 2005" ON CONCRETE DRAINAGE INLET LOCATED AT THE EAST END OF ELU-DE SAC OF FRESCA COURT.
 ELEVATION = 107.122'
 DATUM = NAVD 88

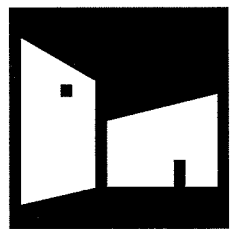
PROPERTY SQUARE FOOTAGE	EXISTING SF	PROPOSED SF
BUILDING AREA	716.36	834.34
HARDSCAPE	2,654.61	2,092.52
TOTAL LOT AREA	5,120.31	5,120.31

- SITE PLAN KEY NOTES
- PROPERTY LINE
 - SETBACK
 - REDESIGNED ASPHALT DRIVEWAY
 - NEW HARDSCAPE : CONCRETE : TOP CAST FINISH
 - NEW CMU RETAINING WALL
 - 6" WOOD FENCE
 - LINE OF FLOOR ABOVE
 - COLUMN
 - PLANTER
 - LINE OF EAVE/DECK PROJECTION ABOVE
 - LINE OF STAIR TOWER ABOVE
 - REPAIR EXISTING CONCRETE & R.R. TIE STEPS
 - EXISTING RETAINING WALL
 - EXISTING STACK BLOCK WALL
 - EXISTING 6" WOOD FENCE
 - LINE OF 22' DEDICATED RIGHT OF WAY
 - EXISTING JACARANDA TREE TO REMAIN
 - EXISTING PLANT TO REMAIN
 - EXISTING POWER POLE LOCATION
 - EXISTING D.G.
 - EDGE OF PAVEMENT
 - LINE OF EXISTING RETAINING WALL
 - 9"X9"X12" CONC. CURB
 - EXISTING SEWER LINE LATERAL
 - REMOVE AREA OF EXISTING NON-CONFORMING STRUCTURE
 - EXISTING RETAINING WALL TO BE REMOVED
 - VEGETATED PLANTER
 - BAY WINDOW

PROJECT SITE: 715 IDA AVE SOLANA BEACH CA 92075
 A.P.N.: 298-162-03
 ZONING: MR
 SITE AREA: 5,112 SF
 BLDG USE: SINGLE FAMILY RESIDENCE
 OCC. GROUP: R
 CONST. TYPE: VB
 CLIMATE ZONE: 7
 BLDG. CODE: 2016 CAL RESIDENTIAL CODE
 FIRE SPRINKLERS: YES

SITE PLAN NOTES:

 OFF STREET PARKING SPACES REQUIRED = 2
 OFF STREET PARKING SPACES PROPOSED = 2



BUFFETT DESIGN
 buffettdesign@gmail.com
 760.274.3938

ALL IDEAS, DESIGNS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF BUFFETT DESIGN AND WERE CREATED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF BUFFETT DESIGN.

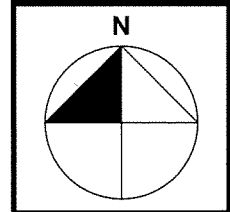
PLEASE PRINT AND DISPOSE OF CONSCIENTIOUSLY

CROWLEY RESIDENCE

715 IDA AVE SOLANA BEACH CA 92075
 APN :: 298-162-03

PLANS PREPARED BY:

 TYLER BUFFETT



DATE: *** DATE OF ISSUE ***
 SCALE: AS NOTED

← 1" ACTUAL →

IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

BY	REVISIONS	DATE

SITE PLAN

A.04

LANDSCAPE BMP WATERING TIPS:
 • AVOID WATERING IMPERVIOUS SURFACES SUCH AS YOUR DRIVEWAY.
 • CHECK SPRINKLERS TWICE A MONTH TO ENSURE SPRINKLER HEADS ARE IN GOOD REPAIR.
 • WHEN NOT UNDER WATER RESTRICTIONS, LIMIT IRRIGATION TO JUST TWICE PER WEEK IN THE SUMMER AND ONCE PER WEEK IN THE WINTER - THIS WILL STIMULATE THE DEVELOPMENT OF A DEEP ROOT SYSTEM AND INCREASE DROUGHT RESISTANCE.
 • WATER YOUR LAWN EARLY IN THE MORNING AND DEEPLY (3/4 - 1 INCH OF WATER PER WEEK).
 • ADD A RAIN SHUT-OFF DEVICE TO YOUR SPRINKLER SYSTEM, OR USE A RAIN GAUGE AND TURN OFF YOUR SYSTEM WHEN THE LAWN HAS RECEIVED 3/4 TO 1 INCH OF RAIN.
 • SIGNS THAT YOUR GRASS MADE NEED WATER INCLUDE THE LEAF BLADES FOLDING AND/OR WILTING. THEN, IRRIGATE IN COMPLIANCE WITH CURRENT LOCAL WATER RESTRICTIONS.

FERTILIZING TIPS:
 • USE A SLOW-RELEASE FERTILIZER WITH LOW OR NO PHOSPHORUS (WITH A MIDDLE NUMBER 2 OR LESS, SUCH AS 13-0-13).
 • APPLY FERTILIZER USING SMALLER APPLICATIONS RATHER THAN A LARGE, SINGLE APPLICATION. FOLLOW THE LABEL. THE LABEL'S THE LAW.
 • POSTPONE FERTILIZING WHEN MORE THAN 1 INCH OF RAIN IS EXPECTED. USE A TARP UNDER THE SPREADER WHEN FILLING OR EMPTYING TO PREVENT SPILLS. MAKE SURE FERTILIZER DOES NOT FALL ONTO SIDEWALKS OR IMPERVIOUS SURFACES DURING APPLICATION. IF THIS HAPPENS, SWEEP GRANULAR FERTILIZER ONTO THE LAWN, NEVER HOSE IT OFF.
 • DO NOT APPLY FERTILIZER ON LAWN AREAS WITHIN 10 FEET OF WATER'S EDGE.

PLANTING TIPS:
 • CONSERVE WATER BY USING NATIVE PLANTS. MAKE SURE PLANTS ARE PROPERLY PLACED WITH RESPECT TO SUNLIGHT, DRAINAGE, IRRIGATION AND SPACE REQUIREMENTS.
 • MAKE SURE THE PEOPLE YOU HIRE TO CARE FOR YOUR YARD ARE LICENSED PROFESSIONALS.
 • USE INTEGRATED PEST CONTROL PRACTICES.
 • RECYCLE YARD WASTE INTO MULCH AND COMPOST.
 • OVER-WATERING CREATES OPPORTUNITIES FOR FUNGUS AND DISEASE.

VEGETATION MANAGEMENT TIPS:
 • MOW AT THE RECOMMENDED HEIGHT FOR YOUR GRASS SPECIES. MAINTAIN ST. AUGUSTINE AND BAHIA AT 3-4 INCHES, BERMUDA AT 0.5-1.5 INCHES, AND CENTIPEDE AT 1.5-2 INCHES. THIS PRODUCES A LAWN WITH BETTER TOLERANCE TO ENVIRONMENTAL STRESS.
 • MOW FREQUENTLY, AS A GENERAL RULE, ONCE PER WEEK.
 • TRY NOT TO REMOVE ANY MORE THAN ONE-THIRD OF THE GRASS BLADE PER MOWING.
 • PRACTICE "GRASSCYCLING," OR MULCHING BY LEAVING CLIPPINGS ON THE GROUND.
 • MAKE SURE GRASS CLIPPINGS DO NOT BLOW INTO WATER BODIES OR ONTO IMPERVIOUS SURFACES SUCH AS SIDEWALKS

ENGINEERING NOTES BMP RIGHT OF WAY NOTE
 • OWNER IS TO OBTAIN A CONSTRUCTION PERMIT FROM THE ENGINEERING DEPARTMENT AT LEAST 48 HOURS PRIOR TO WORKING IN THE PUBLIC RIGHT OF WAY. FAILURE TO DO SO WILL RESULT IN THE ISSUANCE OF A STOP WORK NOTICE AND DOUBLE PERMIT FEES. IT IS THE RESPONSIBILITY OF THE OWNER TO KNOW WHERE THE LOCATION OF THE PROPERTY LINE IS.

UTILITY NOTE
 • ALL UTILITIES SERVING THIS SITE SHALL BE INSTALLED UNDERGROUND.

DRAINAGE NOTE
 • NO CONCENTRATED DRAINAGE FLOWS ARE PERMITTED OVER ADJACENT PROPERTY LINES. WATER IS TO DRAIN AWAY FROM STRUCTURES FOR A MINIMUM OF 5 FEET AT 2 PERCENT AND BE CONVEYED TO AN APPROVED DRAINAGE FACILITY.

EARTHWORK NOTE
 • EARTHWORK, CUT OR FILL, WHICH IS OVER 50 CUBIC YARDS, REQUIRES AN ADDITIONAL ENGINEERING GRADING PERMIT. EARTHWORK QUANTITIES:

CUBIC YARDS CUT	130
CUBIC YARDS FILL	30
CUBIC YARDS IMPORT/EXPORT	100

CONSTRUCTION BEST MANAGEMENT PRACTICES (BMP) NOTE
 • EROSION CONTROL MEASURES (E.G. BONDED FIBER MATRIX, VEGETATIVE COVER, JUTE MATTING) MUST BE IMPLEMENTED WHERE APPLICABLE TO PREVENT SOIL EROSION ON SITE. SEDIMENT CONTROL MEASURES (E.G. SILT FENCING, FIBER ROLLS, DETENTION BASINS) MUST BE IN PLACE TO PREVENT ERODED SOIL FROM LEAVING SITE. MATERIALS MANAGEMENT BMP MUST ALSO BE FOLLOWED TO ENSURE NO CONTACT OF RAINWATER WITH MATERIALS THAT MAY CONTRIBUTE TO WATER QUALITY DEGRADATION DOWNSTREAM (E.G. CONCRETE OR STUCCO WASHOUT AREAS, COVERED STORAGE AREAS FOR HAZARDOUS MATERIALS, PLACEMENT OF PORTABLE TOILETS OVER A PERVIOUS SURFACE).

POST-CONSTRUCTION BEST MANAGEMENT PRACTICES (BMP) NOTE
 • NO DIRECTLY CONNECTED IMPERVIOUS AREAS (DCIA) SHALL BE ALLOWED. DCIA MEANS STORM RUNOFF GENERATED AND CONVEYED VIA IMPERVIOUS AREAS, SUCH AS ROOF, ROOF DRAIN, DRIVEWAY, AND STREET. BMP MEASURES SHALL BE IDENTIFIED ON THE SITE PLAN. MOST COMMON MEASURES ARE DESIGNATED TURF AREAS, WHICH RECEIVE ROOF DRAINS AND RUNOFF FROM IMPERVIOUS AREAS. TURF AND LANDSCAPED AREAS THAT ARE DESIGNATED FOR BMP'S SHALL BE DELINEATED ON PLANS AND A NOTE PLACED ON PLANS PROHIBITING MODIFICATION OR REMOVAL OF THE BMP LANDSCAPE AREAS WITHOUT A CITY PERMIT.

GRADING/IMPROVEMENT PLANS/PERMITS
 • IF A GRADING/IMPROVEMENT PLAN/PERMIT IS APPROVED FOR THE PROJECT SITE, IT SHALL SUPERSEDE ALL GRADING, DRAINAGE, ONSITE, OFFSITE, AND STORM WATER BEST MANAGEMENT PRACTICE IMPROVEMENTS CONTAINED IN OTHER PLANS IN THE EVENT OF CONFLICT

RAIN GUTTERS
 • FOR STORM WATER POLLUTION CONTROL PURPOSES, ALL RUNOFF FROM ALL ROOF DRAINS SHALL DISCHARGE ONTO GRASS AND LANDSCAPE AREAS PRIOR TO COLLECTION AND DISCHARGE ONTO THE STREET AND/OR INTO THE PUBLIC STORM DRAIN SYSTEM. GRASS AND LANDSCAPE AREAS DESIGNATED FOR STORM WATER POLLUTION CONTROL SHALL NOT BE MODIFIED WITHOUT A PERMIT FROM THE CITY.

ENGINEERING NOTES BMP CONCRETE WASHOUT
 • CONTRACTOR SHALL ESTABLISH AND USE AN ADEQUATELY SIZED CONCRETE WASHOUT AREA TO CONTAIN WASHOUT WASTES ON SITE. IT IS ILLEGAL TO WASH CONCRETE, SLURRY, MORTAR, STUCCO, PLASTER AND THE LIKE INTO THE STORMWATER CONVEYANCE SYSTEM OR ANY RECEIVING WATER. CONTRACTOR SHALL POST A SIGN DESIGNATING THE WASHOUT LOCATION.

CONSTRUCTION SITE ACCESS
 • A STABILIZED CONSTRUCTION SITE ACCESS SHALL BE PROVIDED FOR VEHICLES TO ENTER AND INGRESS TO PREVENT TRACKING DIRT OFF SITE. THIS SHALL INCLUDE USING MATERIAL SUCH AS GRAVEL AND/OR CORRUGATED STEEL PANELS/PLATES.

CONSTRUCTION VEHICLES
 • A SPECIFIC AREA AWAY FROM GUTTERS AND STORM DRAIN SHALL BE DESIGNATED FOR CONSTRUCTION VEHICLES PARKING, VEHICLE REFUELING, AND ROUTINE EQUIPMENT MAINTENANCE. ALL MAJOR SHALL BE MADE OFF-SITE.

EROSION CONTROL
 • BEST MANAGEMENT PRACTICES SHALL BE DEVELOPED AND IMPLEMENTED TO MANAGE STORM WATER AND NON-STORM WATER DISCHARGES FROM THE SITE AT ALL TIMES DURING EXCAVATION AND GRADING ACTIVITIES.
 • EROSION CONTROL MUST BE PROVIDED FOR ALL ERODIBLE SURFACES. SLOPED SURFACES ESPECIALLY SHALL BE PROTECTED AGAINST EROSION BY INSTALLING EROSION RESISTANT SURFACES SUCH AS EROSION CONTROL MATS, ADEQUATE GROUND COVER VEGETATION, AND BONDED FIBER MATRIX.
 • NO EXCAVATION AND GRADING ACTIVITIES ARE ALLOWED DURING WET WEATHER.
 • DIVERSION DIKES SHALL BE CONSTRUCTED TO CHANNEL RUNOFF AROUND THE CONSTRUCTION SITE. CONTRACTOR SHALL PROTECT CHANNELS AGAINST EROSION USING PERMANENT AND TEMPORARY EROSION CONTROL MEASURES.
 • REMOVE EXISTING VEGETATION ONLY WHEN ABSOLUTELY NECESSARY. LARGE PROJECTS SHALL BE CONDUCTED IN PHASES TO AVOID UNNECESSARY REMOVAL OF THE NATURAL GROUND COVER. DO NOT REMOVE TREES OR SHRUBS UNNECESSARILY; THEY HELP DECREASE EROSION.
 • TEMPORARY VEGETATION MUST BE PLANTED ON SLOPES OR WHERE CONSTRUCTION IS NOT IMMEDIATELY PLANNED FOR EROSION CONTROL PURPOSES. EROSION SHALL BE PREVENTED BY PLANTING FAST-GROWING ANNUAL AND PERENNIAL GRASSES TO SHIELD AND BIND THE SOIL.
 • PLANT PERMANENT VEGETATION AS SOON AS POSSIBLE, ONCE EXCAVATION AND GRADING ACTIVITIES ARE COMPLETE.
 • WATER USAGE FOR DUST CONTROL SHALL BE MINIMIZED.

ON-SITE CONSTRUCTION MATERIAL STORAGE
 • STORED MATERIALS SHALL BE CONTAINED IN A SECURE PLACE TO PREVENT SEEPAGE AND SPILLAGE. CONTRACTOR SHALL STORE THESE PRODUCTS WHERE THEY WILL STAY DRY OUT OF THE RAIN. CONTRACTOR SHALL PROVIDE SECONDARY CONTAINMENT FOR ALL FUEL STORED ON SITE.

• ELIMINATE OR REDUCE POLLUTION OF STORMWATER FROM STOCKPILES KEPT ON-SITE. STOCKPILES MAY INCLUDE SOIL, PAVING MATERIALS, ASPHALT CONCRETE, AGGREGATE BASE, ETC. STOCKPILES SHALL BE LOCATED AWAY FROM CONCENTRATED STORMWATER FLOWS AND STORM DRAIN INLETS. STOCKPILES SHALL BE COVERED OR PROTECTED WITH SOIL STABILIZATION MEASURES AND PROVIDED WITH A TEMPORARY SEDIMENT BARRIER AROUND THE PERIMETER AT ALL TIMES.

TRAINING
 • CONTRACTORS' EMPLOYEES WHO PERFORM CONSTRUCTION IN THE CITY OF ENCINITAS SHALL BE TRAINED TO BE FAMILIAR WITH THE CITY OF ENCINITAS STORMWATER POLLUTION CONTROL REQUIREMENTS. THESE BMP NOTES SHALL BE AVAILABLE TO EVERYONE WORKING ON SITE. THE PROPERTY OWNER(S) AND THE PRIME CONTRACTOR MUST INFORM SUBCONTRACTORS ABOUT STORMWATER REQUIREMENTS AND THEIR OWN RESPONSIBILITIES.

WASTE MANAGEMENT
 • CONTRACTOR SHALL BE RESPONSIBLE FOR PROPERLY DISPOSING OF ALL WASTE AND UNUSED CONSTRUCTION MATERIALS. DUMPING OF UNUSED OR WASTE PRODUCTS ON THE GROUND, WHERE WATER CAN CARRY THEM INTO THE CONVEYANCE SYSTEM IS STRICTLY PROHIBITED.
 • NO SEEPAGE FROM DUMPSTERS SHALL BE DISCHARGED INTO STORMWATER. BERMS/DIKES SHALL BE PLACED AROUND DUMPSTERS TO DIVERT THE NATURAL STORM RUNOFF. DUMPSTERS SHALL BE CHECKED FREQUENTLY FOR LEAKS. DUMPSTER LIDS SHALL REMAIN CLOSED AT ALL TIMES. DUMPSTERS WITHOUT LIDS SHALL BE PLACED WITHIN STRUCTURES WITH IMPERVIOUS ROOFING OR COVERED WITH TARPS IN ORDER TO AVOID RAIN CONTACT WITH ANY TRASH MATERIAL.
 • MANY CONSTRUCTION MATERIALS, INCLUDING SOLVENTS, WATER-BASED PAINTS, VEHICLE FLUIDS, BROKEN ASPHALT AND CONCRETE, WOOD, AND CLEARED VEGETATION CAN BE RECYCLED. NON-RECYCLABLE MATERIALS MUST BE TAKEN TO AN APPROPRIATE LANDFILL OR DISPOSED OF AS HAZARDOUS WASTE. FOR INFORMATION ON DISPOSAL OF HAZARDOUS WASTE MATERIAL, CALL THE HAZARDOUS WASTE HOTLINE TOLL FREE AT (800) 714-1195. FOR INFORMATION ON LANDFILLS AND TO ORDER DUMPSTERS CALL EDCO AT (760) 436-4151.
 • POLLUTANTS SHALL BE KEPT OFF EXPOSED SURFACES. PLACE TRASH CANS AND RECYCLING RECEPTACLES AROUND THE SITE.
 • PORTABLE TOILETS MUST BE IN GOOD WORKING ORDER AND CHECKED FREQUENTLY FOR LEAKS. CONTRACTOR SHALL PROVIDE SECONDARY CONTAINMENT AND LOCATE PORTABLE TOILETS AWAY FROM STORM DRAIN INLETS ON IMPERVIOUS SURFACES.
 • ALL CONSTRUCTION DEBRIS SHALL BE KEPT AWAY FROM THE STREET, GUTTER, AND STORM DRAIN. CONTRACTOR MUST ROUTINELY CHECK AND CLEAN UP MATERIAL THAT MAY HAVE TRAVELED AWAY FROM CONSTRUCTION SITE.

FOR MORE INFORMATION ON STORMWATER POLLUTION CONTROL MEASURES AND REQUIREMENTS PLEASE CONTACT THE ENGINEERING DEPARTMENT, CITY OF ENCINITAS AT (760) 633-2770.

GRADING NOTES:
 • WATER WILL DRAIN AWAY FROM BUILDING. THE GRADE SHALL FALL A MINIMUM OF 6" WITHIN THE FIRST 10 FEET.

NOTE: NEW AND EXISTING BUILDING SHALL HAVE APPROVED ADDRESS NUMBERS, BUILDING NUMBERS OR APPROVED BUILDING IDENTIFICATION PLACED IN A POSITION THAT IS PLAINLY LEGIBLE AND VISIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. THESE NUMBERS SHALL CONTRAST IN COLOR TO BACKGROUND. NUMBERS SHALL BE A MINIMUM OF 4" HIGH WITH A MINIMUM STORKE WIDTH OF 1/2" INCH

NOTE: BMP'S NOT TO BE ALTERED WITHOUT A CITY PERMIT

CONDITION SCA-1:
 ALL EXISTING MATURE TREES ON THE SITE SHALL BE REPLACED AT A RATIO OF 1:1 WITH NEW MINIMUM 15-GALLON TREES. THE APPLICANT SHALL SUBMIT PLANS AS PART OF THE BUILDING PERMIT SET THAT DEPICT THE REPLACEMENT OF THE MATURE TREES ON THE SITE. THESE PLANS SHALL BE APPROVED PRIOR TO BUILDING PERMIT ISSUANCE.

NOTES:
 A 10' WIDE 2" GRIND AND OVERLAY SHALL BE PROVIDED ALONG THE LENGTH OF THE FRONTAGE TO THE STRIPED CENTERLINE.

ANY EXISTING PUBLIC IMPROVEMENTS THAT ARE DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED AND/OR REPLACED TO THE SATISFACTION OF THE CITY ENGINEER PRIOR TO PROJECT FINAL APPROVAL.

THE EXISTING SURVEY MONUMENTS SHALL BE PROTECTED IN PLACE. IF ANY MONUMENT IS DISTURBED OR DESTROYED IT SHALL BE REPLACED BY A LICENSED LAND SURVEYOR AND SHALL FILE A CORNER RECORD WITH THE COUNTY OR BE INCLUDED WITH FINAL PARCEL MAP.
 NO EASEMENTS WERE LISTED WITHIN A PRELIMINARY TITLE REPORT PREPARED BY TICOR TITLE, DATED MAY 11, 2016 AS ORDER NO. 00400162-995-CC1

NOTES:
 NATIVE OR DROUGHT TOLERANT AND NON-INVASIVE PLANT MATERIALS AND WATER CONSERVING IRRIGATIONS SYSTEMS SHALL BE INCORPORATED INTO ANY PROPOSED LANDSCAPING AND COMPATIBLE WITH THE SURROUNDING AREA TO THE EXTENT FEASIBLE.

ANY NEW EXTERIOR LIGHTING FIXTURES SHALL BE IN CONFORMANCE WITH THE CITY-WIDE LIGHTING REGULATIONS OF 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 THAT RENDER THEM DETRIMENTAL TO THE SURROUNDING AREA.

PROPERTY SQUARE FOOTAGE	EXISTING SF	PROPOSED SF
BUILDING AREA	716.36	1,033.48
NON-IRRIGATED LANDSCAPED AREA	1,749.34	1,994.31
HARDSCAPE	2,654.61	2,090.52
TOTAL LOT AREA	5,120.31	5,120.31

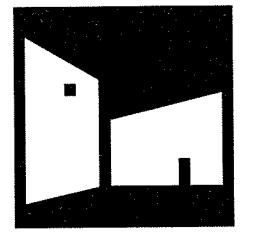
FRONT YARD HARDSCAPE/ LANDSCAPE RATIO:

FRONT YARD AREA:	1,421.07 SF
FRONT YARD HARDSCAPE AREA:	275.00 SF
HARDSCAPE RATIO:	19%

PREVIOUS IMPERVIOUS SURFACES:	3,529 SF
PROPOSED IMPERVIOUS SURFACES:	3,126 SF
PROPOSED GRADING CUT :	100 CY
PROPOSED GRADING FILL :	10 CY
PROPOSED GRADING EXPORT :	90 CY

TOPOGRAPHICAL INFORMATION PROVIDED BY GOLD COAST SURVEYING INC.

BENCHMARK:
 POINT SOLB 5 AS SHOWN ON RECORD OF SURVEY 18971, CITY OF SOLANA BEACH SURVEY CONTROL 2.5" DISC STAMPED "SOLB-5 LS7322 2005" ON CONCRETE DRAINAGE INLET LOCATED AT THE EAST END OF ELU-DE SAC OF FRESCA COURT.
 ELEVATION = 107.122'
 DATUM = NAVD 88



BUFFETT DESIGN
 buffettdesign@gmail.com
 760.274.3938

ALL IDEAS, DESIGNS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF BUFFETT DESIGN AND WERE CREATED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF BUFFETT DESIGN.

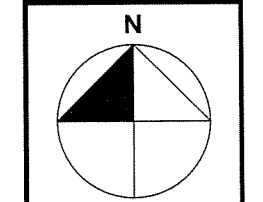
PLEASE PRINT AND DISPOSE OF CONSCIENTIOUSLY

CROWLEY RESIDENCE

715 IDA AVE SOLANA BEACH CA 92075
 APN :: 298-162-03

PLANS PREPARED BY:

 TYLER BUFFETT



DATE: ** DATE OF ISSUE **
 SCALE: AS NOTED

← 1" = ACTUAL →

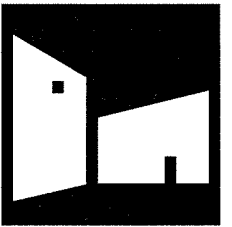
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED TO THE NEAREST LABELLED SCALE.

BY	REVISIONS	DATE

SITE PLAN NOTES

A.05

PRINTED 9/22/22



**BUFFETT
DESIGN**
buffettdesign@gmail.com
760.274.3938

ALL IDEAS, DESIGNS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF BUFFETT DESIGN AND WERE CREATED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF BUFFETT DESIGN.

PLEASE PRINT AND DISPOSE OF CONSCIENTIOUSLY

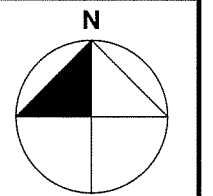


**CROWLEY
RESIDENCE**

715 IDA AVE SOLANA
BEACH CA 92075
APN :: 298-162-03

PLANS PREPARED BY:

Tyler Buffett
TYLER BUFFETT



DATE: ** DATE OF ISSUE **

SCALE: AS NOTED



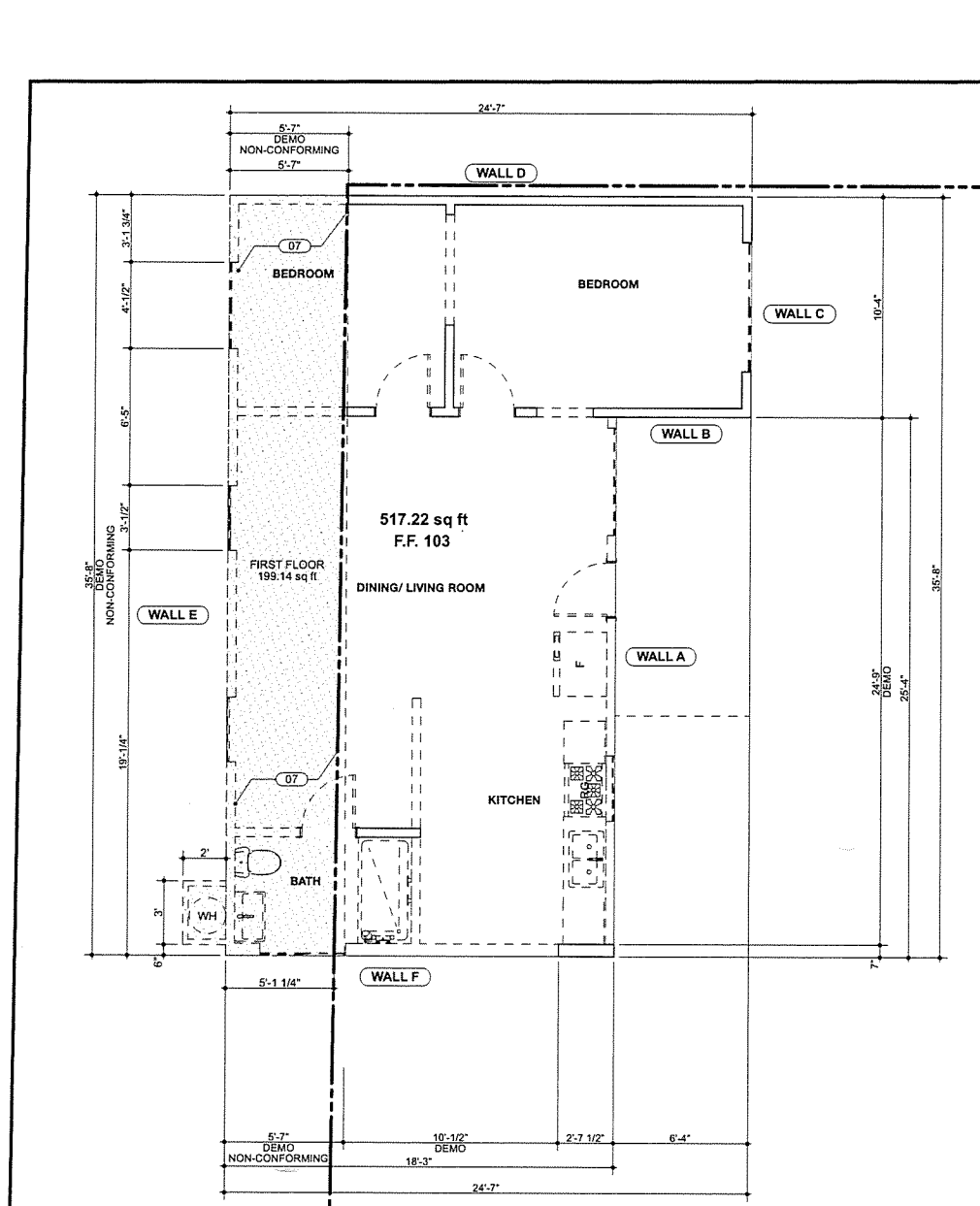
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

BY REVISIONS DATE

**DEMOLITION
FLOOR PLAN**

A.06

PRINTED 9/22/22



FIRST FLOOR DEMOLITION PLAN

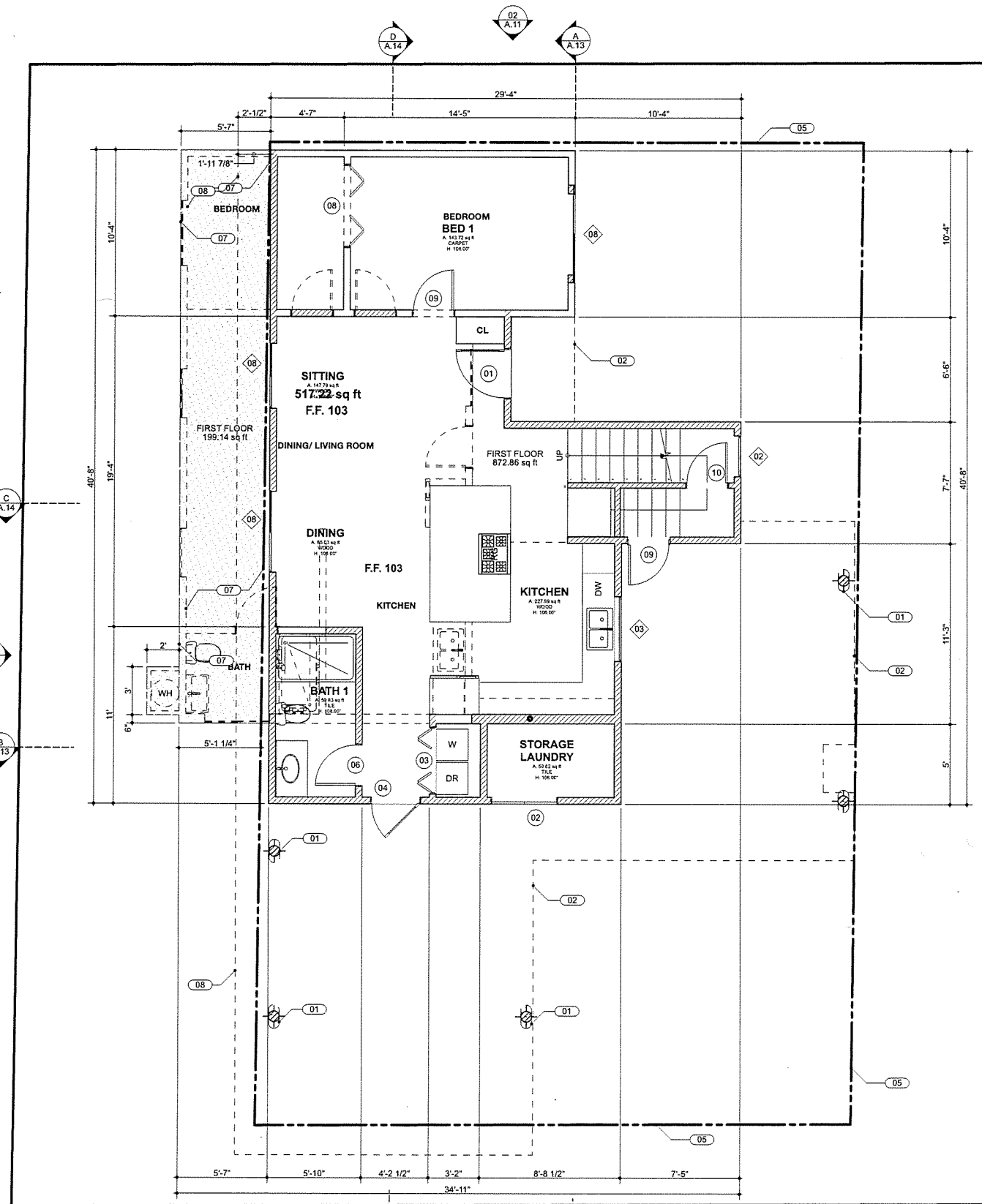
SCALE: 1/4" = 1'-0"

WALLS	EXISTING LENGTH	DEMO LENGTH	TOTAL LENGTH
WALL A	7'	24'-9"	25'-4"
WALL B	6'-4"	0	6'-4"
WALL C	10'-4"	0	10'-4"
WALL D	19'	5'-7"	24'-7"
WALL E	0	35'-8"	35'-8"
WALL F	12'-8"	5'-7"	18'-3"
TOTAL	48'-11"	71'-7"	120'-6"
DEMO RATIO	59%		

DEMO RATIOS

DEMO WALL PERCENTAGE	59%
DEMO FOUNDATION PERCENTAGE	38%
DEMO ROOF PERCENTAGE	72%

FOOTINGS	EXISTING LENGTH	DEMO LENGTH	TOTAL LENGTH
WALL A	25'-4"	0	25'-4"
WALL B	6'-4"	0	6'-4"
WALL C	10'-4"	0	10'-4"
WALL D	19'	5'-7"	24'-7"
WALL E	0	35'-8"	35'-8"
WALL F	12'-8"	5'-7"	18'-3"
TOTAL	73'-8"	46'-10"	120'-6"
DEMO RATIO	38%		



FIRST FLOOR NEW & DEMO PLAN

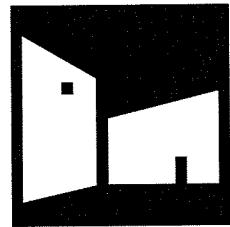
SCALE: 1/4" = 1'-0"

FLOOR PLAN KEY NOTES

- 01 COLUMN
- 02 LINE OF FLOOR ABOVE
- 03 42" GUARD
- 04 LINE OF ROOF BELOW
- 05 LINE OF SETBACK
- 06 CANTILEVERED ARCHITECTURAL PROJECTION
- 07 AREA OF LEGAL NON-CONFORMING STRUCTURE TO BE REMOVED
- 08 LINE OF CANTILEVERED DECK ABOVE

LEGEND

- PROPOSED WALL
- EXISTING WALL
- DEMO WALL



**BUFFETT
DESIGN**
buffett.design@gmail.com
760.274.3938

ALL IDEAS, DESIGNS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF BUFFETT DESIGN AND WERE CREATED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF BUFFETT DESIGN.

PLEASE PRINT AND DISPOSE OF CONSCIENTIOUSLY

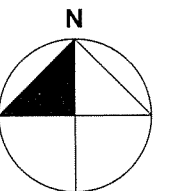


**CROWLEY
RESIDENCE**

715 IDA AVE SOLANA
BEACH CA 92075
APN :: 298-162-03

PLANS PREPARED BY:

Tyler Buffett
TYLER BUFFETT



DATE: *** DATE OF ISSUE ***

SCALE: AS NOTED

← 1" ACTUAL →

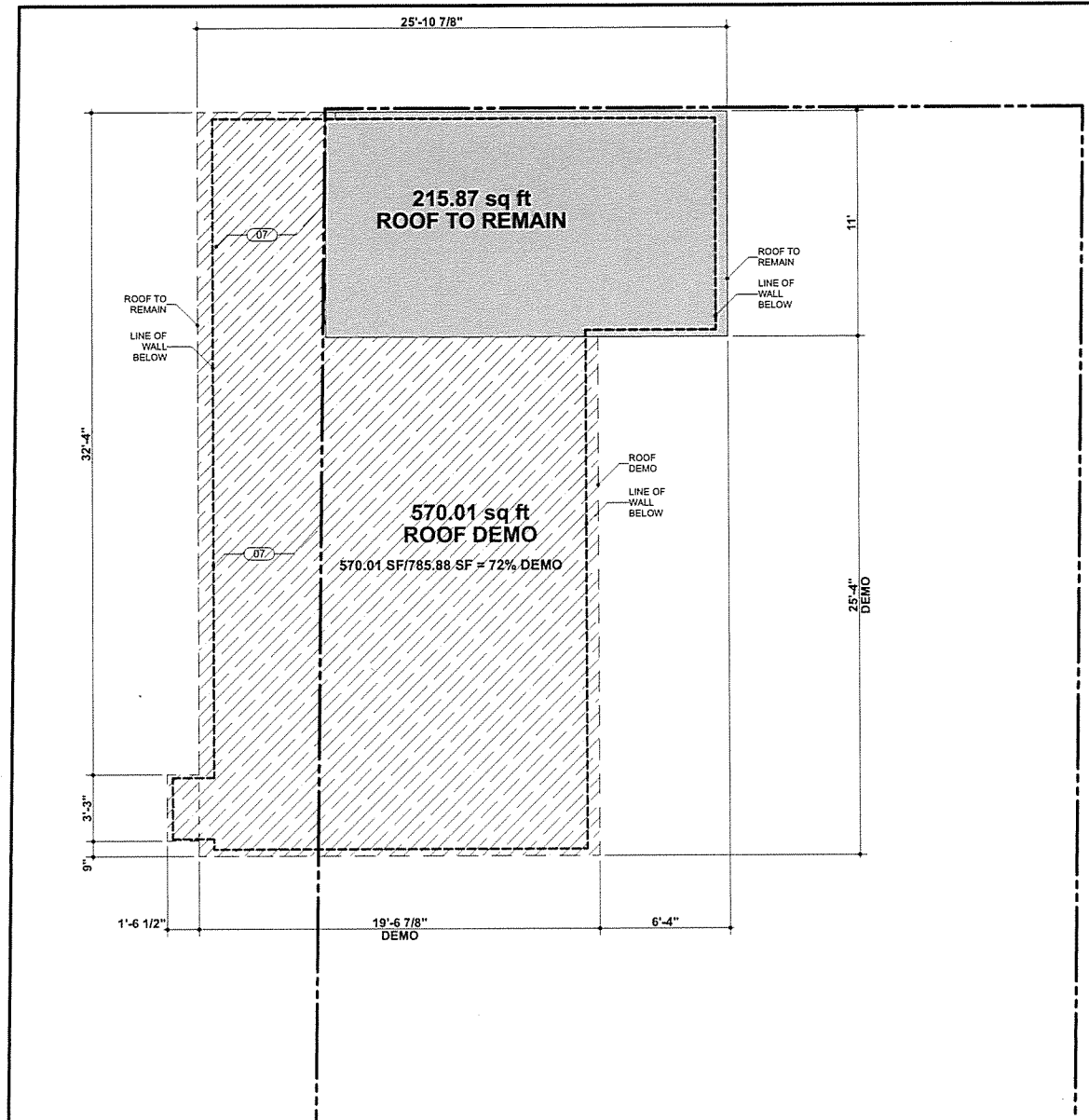
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

BY	REVISIONS	DATE

**DEMOLITION
ROOF PLAN**

A.07

PRINTED 9/22/22



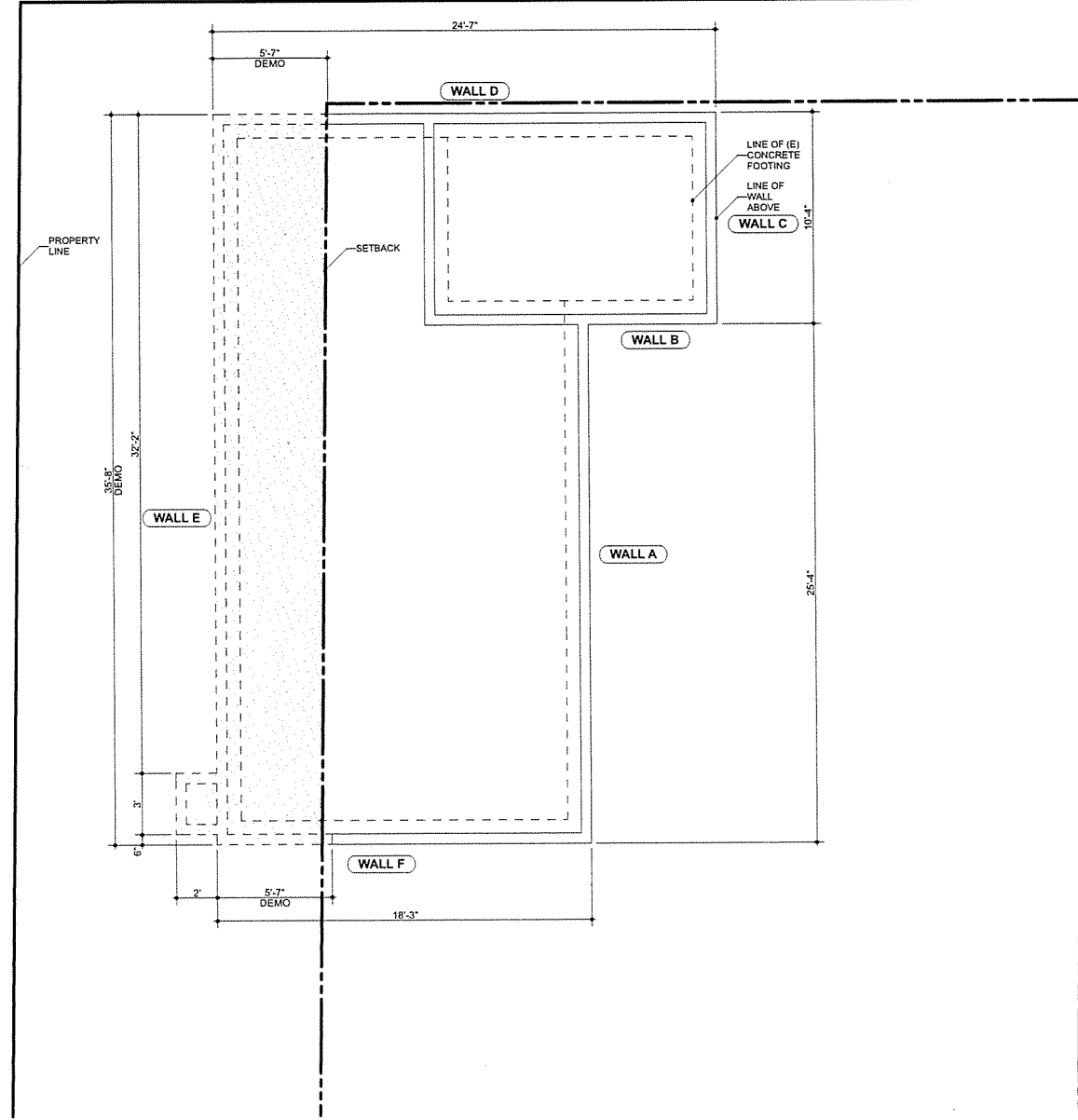
DEMO ROOF PLAN

SCALE: 1/4" = 1'-0"

WALLS	EXISTING LENGTH	DEMO LENGTH	TOTAL LENGTH
WALL A	7'	24'-10"	25'-4"
WALL B	6'-4"	0	6'-4"
WALL C	10'-4"	0	10'-4"
WALL D	19'	5'-7"	24'-7"
WALL E	0	35'-8"	35'-8"
WALL F	12'-8"	5'-7"	18'-3"
TOTAL	45'-11"	71'-7"	120'-6"
DEMO RATIO	59%		

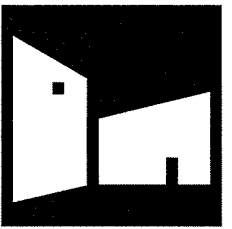
DEMO RATIOS	
DEMO WALL PERCENTAGE	59%
DEMO FOUNDATION PERCENTAGE	38%
DEMO ROOF PERCENTAGE	72%

FOOTINGS	EXISTING LENGTH	DEMO LENGTH	TOTAL LENGTH
WALL A	25'-4"	0	25'-4"
WALL B	6'-4"	0	6'-4"
WALL C	10'-4"	0	10'-4"
WALL D	19'	5'-7"	24'-7"
WALL E	0	35'-8"	35'-8"
WALL F	12'-8"	5'-7"	18'-3"
TOTAL	73'-8"	46'-10"	120'-6"
DEMO RATIO	38%		



FOUNDATION DEMOLITION PLAN

SCALE: 1/4" = 1'-0"



**BUFFETT
DESIGN**
buffett@buffett.com
760.274.3938

ALL IDEAS, DESIGNS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF BUFFETT DESIGN AND WERE CREATED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF BUFFETT DESIGN.

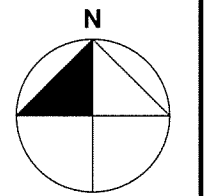
PLEASE PRINT AND DISPOSE OF CONSCIENTIOUSLY

**CROWLEY
RESIDENCE**

715 IDA AVE SOLANA
BEACH CA 92075
APN :: 298-162-03

PLANS PREPARED BY:

TYLER BUFFETT



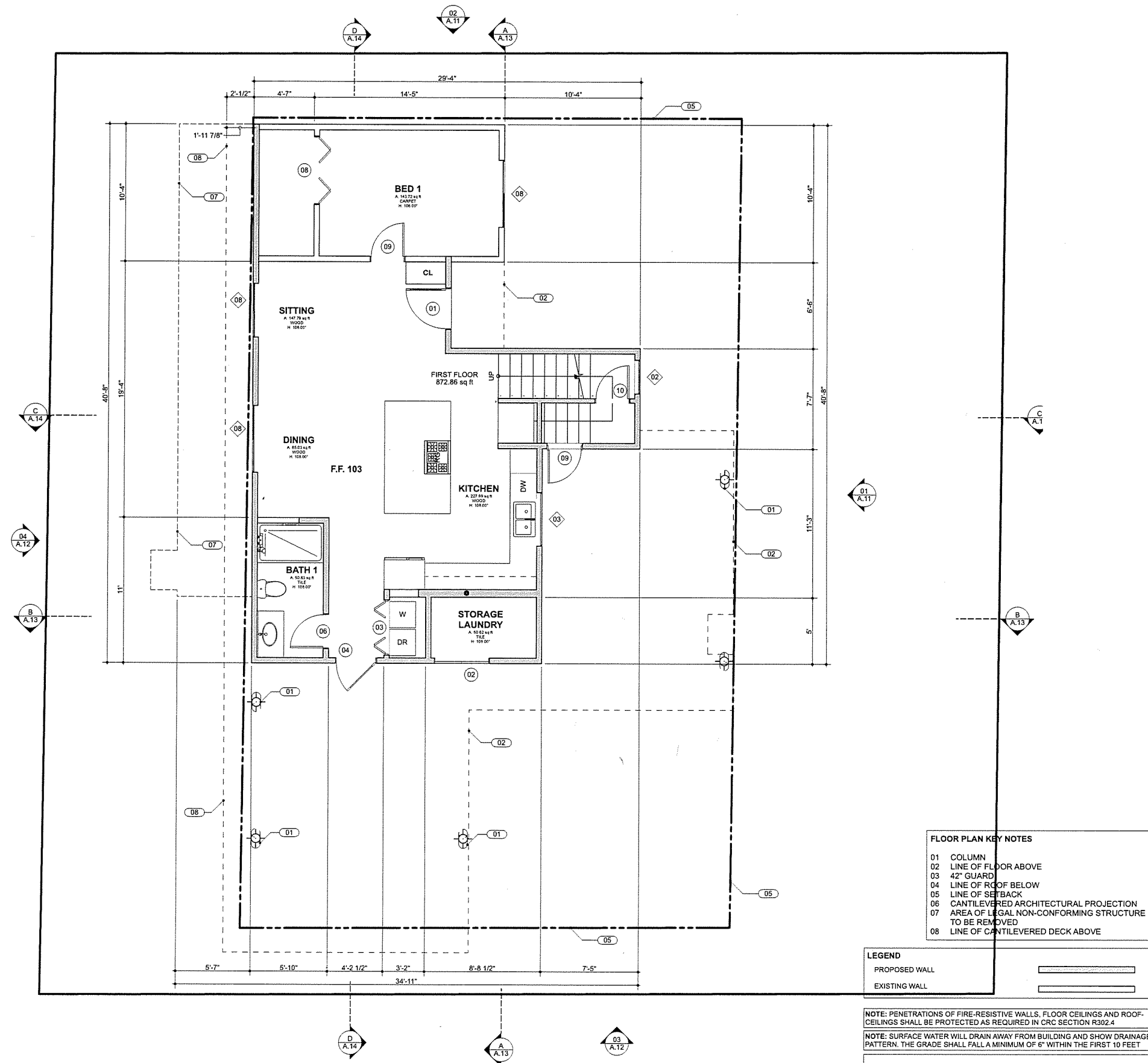
DATE: *** DATE OF ISSUE **
SCALE: AS NOTED

← 1" ACTUAL →
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

BY	REVISIONS	DATE

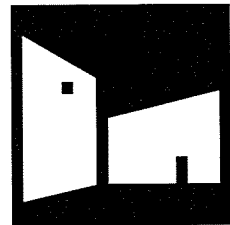
**FIRST FLOOR
PLAN**

A.08



FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"



**BUFFETT
DESIGN**

buffettdesign@gmail.com

760.274.3938

ALL IDEAS, DESIGNS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF BUFFETT DESIGN AND WERE CREATED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF BUFFETT DESIGN.

PLEASE PRINT AND DISPOSE OF CONSCIENTIOUSLY



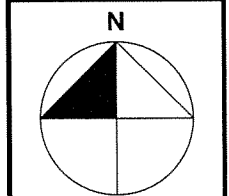
**CROWLEY
RESIDENCE**

715 IDA AVE SOLANA
BEACH CA 92075

APN :: 298-162-03

PLANS PREPARED BY:

Tyler Buffett
TYLER BUFFETT



DATE: ** DATE OF ISSUE **

SCALE: AS NOTED

← 1" = ACTUAL →

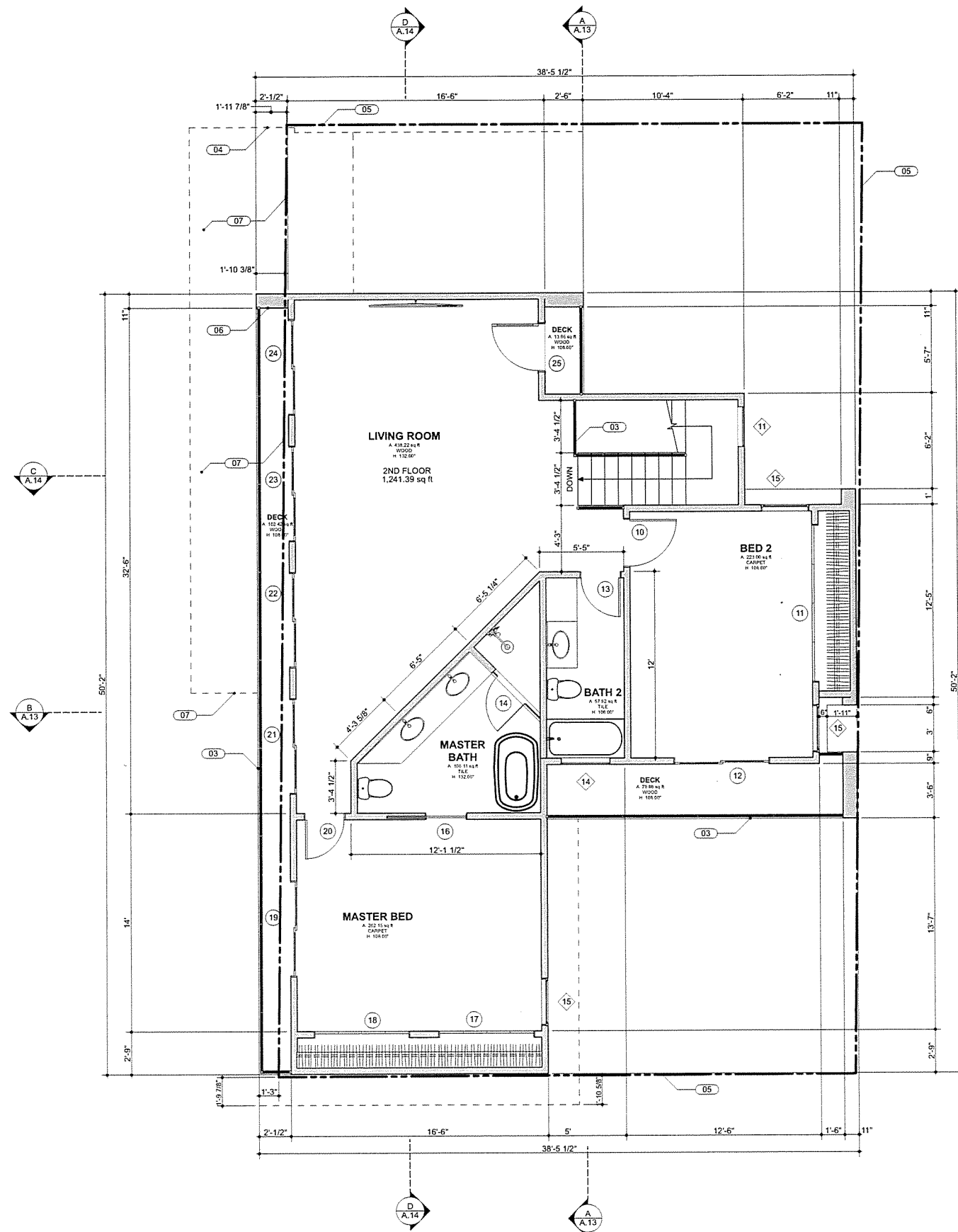
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

BY	REVISIONS	DATE

**2ND FLOOR
PLAN**

A.09

PRINTED 9/22/22



SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"

FLOOR PLAN KEY NOTES

- 01 COLUMN
- 02 LINE OF FLOOR ABOVE
- 03 42" GUARD
- 04 LINE OF ROOF BELOW
- 05 LINE OF SETBACK
- 06 CANTILEVERED ARCHITECTURAL PROJECTION
- 07 AREA OF LEGAL NON-CONFORMING STRUCTURE TO BE REMOVED
- 08 LINE OF CANTILEVERED DECK ABOVE

LEGEND

PROPOSED WALL	
EXISTING WALL	

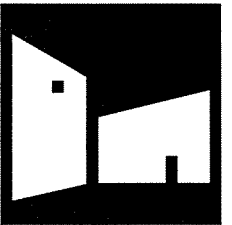
NOTE: PENETRATIONS OF FIRE-RESISTIVE WALLS, FLOOR CEILINGS AND ROOF-CEILINGS SHALL BE PROTECTED AS REQUIRED IN CRC SECTION R302.4

NOTE: SURFACE WATER WILL DRAIN AWAY FROM BUILDING AND SHOW DRAINAGE PATTERN. THE GRADE SHALL FALL A MINIMUM OF 6" WITHIN THE FIRST 10 FEET

NOTE: PRIOR TO THE CONTRACTOR REQUESTING A BUILDING DEPARTMENT FOUNDATION INSPECTION, THE SOILS ENGINEER SHALL ADVISE THE BUILDING OFFICIAL IN WRITING THAT:

- A THE BUILDING PAD WAS PREPARED IN ACCORDANCE WITH THE SOILS REPORT
- B THE UTILITY TRENCHES HAVE BEEN PROPERLY BACKFILLED AND COMPACTED
- C THE FOUNDATION EXCAVATIONS, THE SOILS EXPANSIVE CHARACTERISTICS AND BEARING CAPACITY CONFORM TO THE SOILS REPORT

ALL DIMENSIONS ARE MEASURED FROM THE EXTERIOR WALL SURFACES



**BUFFETT
DESIGN**

buffett.design@gmail.com

760.274.3938

ALL IDEAS, DESIGNS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF BUFFETT DESIGN AND WERE CREATED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF BUFFETT DESIGN.

PLEASE PRINT AND DISPOSE OF CONSCIENTIOUSLY



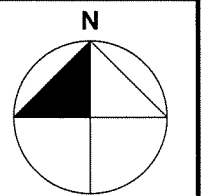
**CROWLEY
RESIDENCE**

715 IDA AVE SOLANA
BEACH CA 92075

APN :: 298-162-03

PLANS PREPARED BY:

Tyler Buffett
TYLER BUFFETT



DATE: *** DATE OF ISSUE **

SCALE: AS NOTED

← 1" ACTUAL →

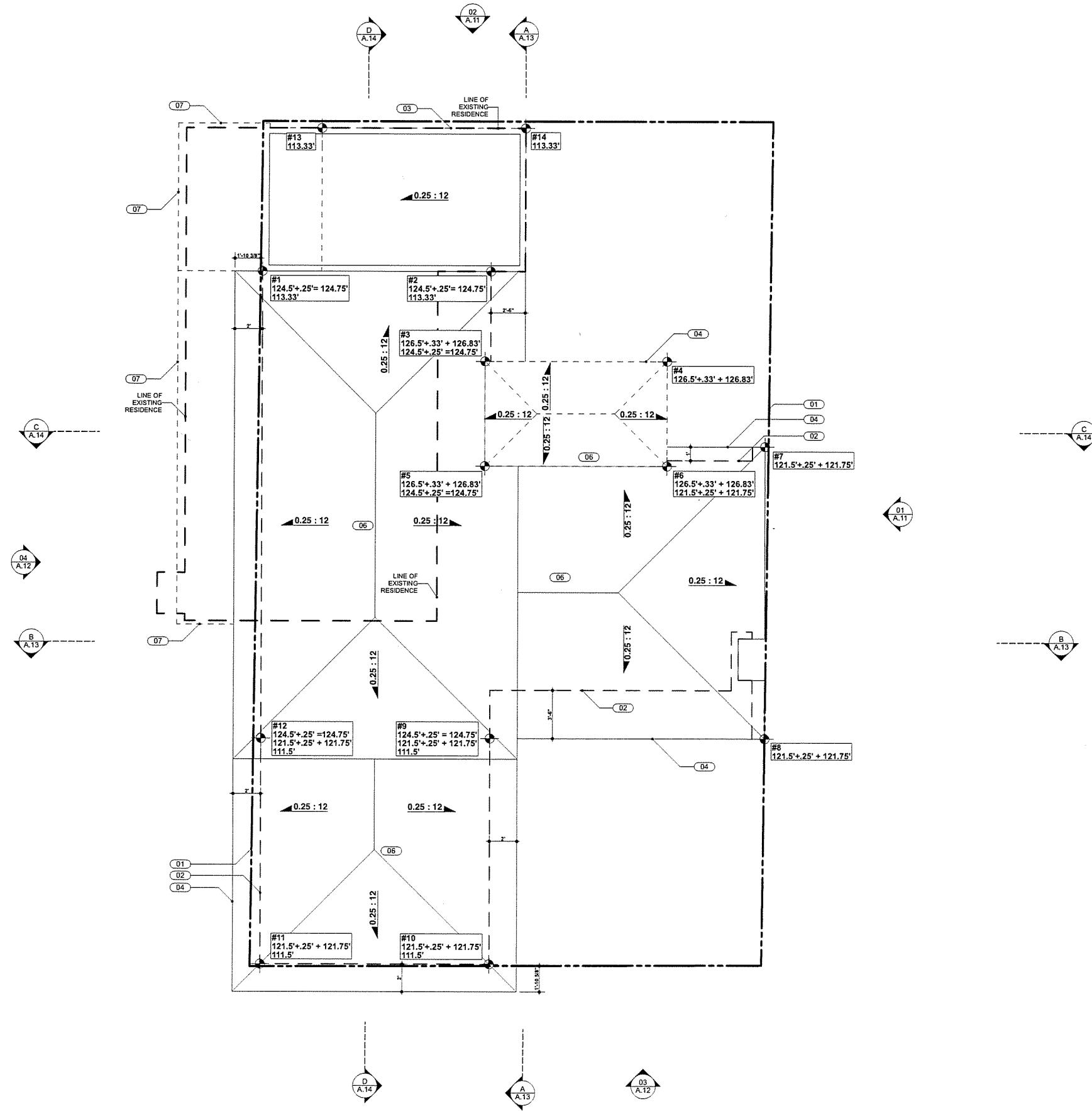
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

BY	REVISIONS	DATE

ROOF PLAN

A.10

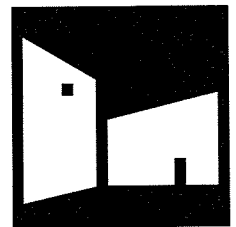
PRINTED 9/22/22



ROOF PLAN

SCALE: 1/4" = 1'-0"

- ROOF PLAN KEYNOTES**
- 01 LINE OF SETBACK
 - 02 LINE OF SECOND STORY WALL
 - 03 LINE OF EXISTING FIRST STORY
 - 04 ROOF LINE
 - 05 FIXED SKYLIGHT VELUX® OR EQUAL
 - 06 TPO ROOFING CARLISLE® ESR-1184 OR EQUAL; LIGHT GRAY
 - 07 LEGAL NON-CONFORMING ROOF STRUCTURE TO BE REMOVED



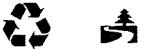
**BUFFETT
DESIGN**

buffett.design@gmail.com

760.274.3938

ALL IDEAS, DESIGNS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF BUFFETT DESIGN AND WERE CREATED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF BUFFETT DESIGN.

PLEASE PRINT AND DISPOSE OF CONSCIENTIOUSLY



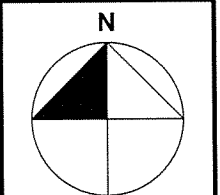
**CROWLEY
RESIDENCE**

715 IDA AVE SOLANA
BEACH CA 92075

APN :: 298-162-03

PLANS PREPARED BY:

Tyler Buffett
TYLER BUFFETT



DATE: *** DATE OF ISSUE ***

SCALE: AS NOTED



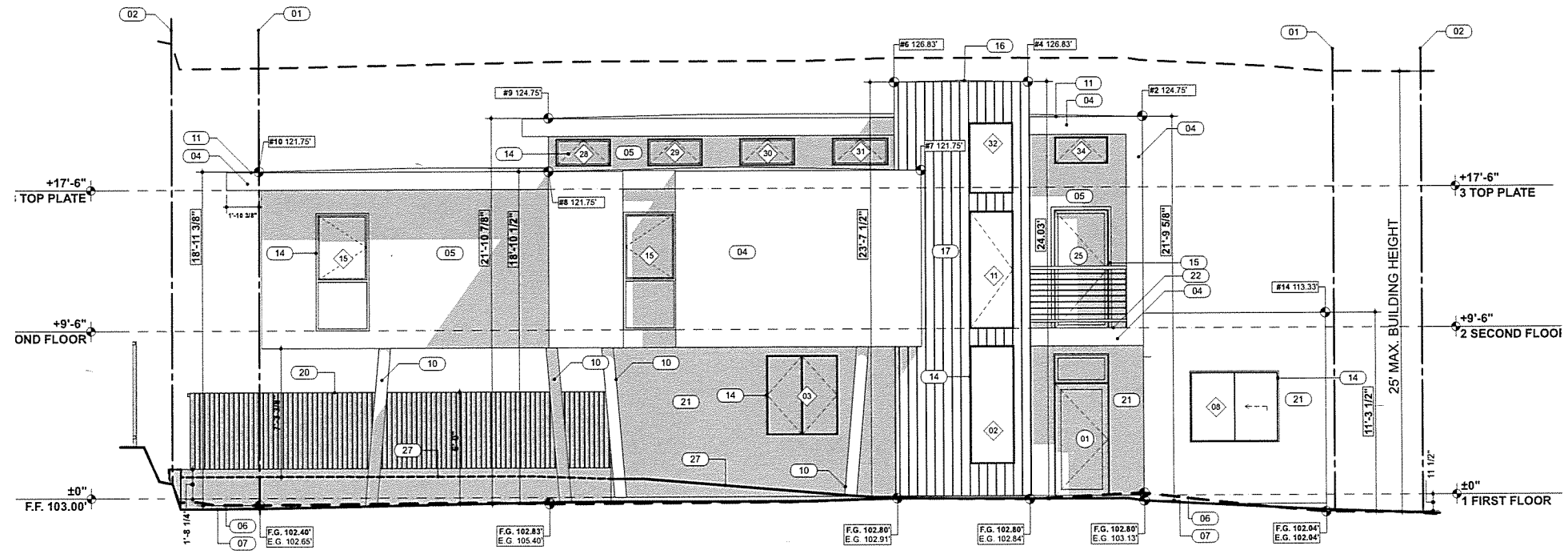
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED AFFECTING ALL LABELED SCALES.

BY	REVISIONS	DATE

**BUILDING
ELEVATIONS**

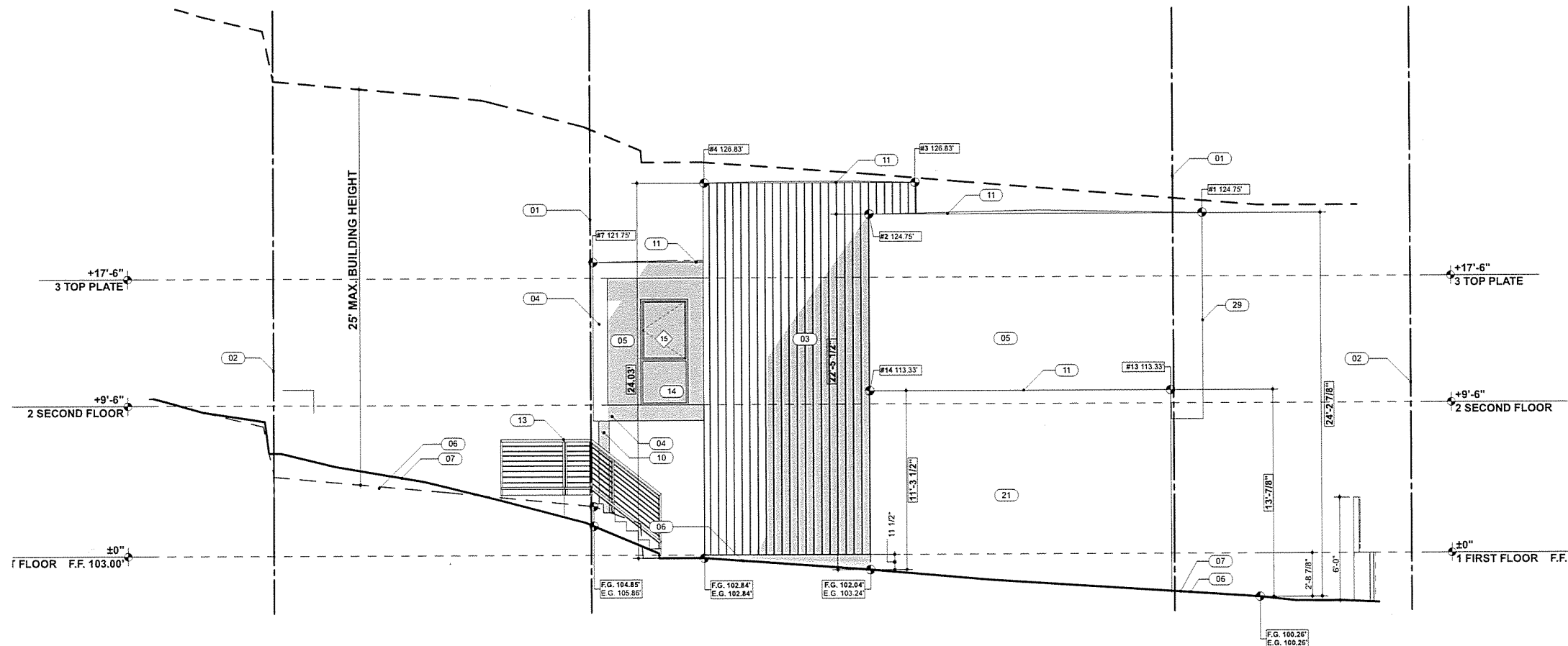
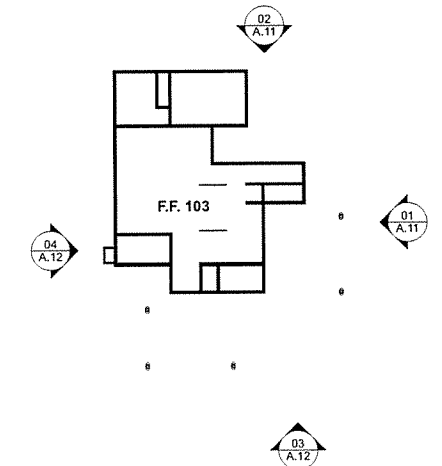
A.11

PRINTED 9/22/22



01 EAST ELEVATION

SCALE: 1/4" = 1'-0"

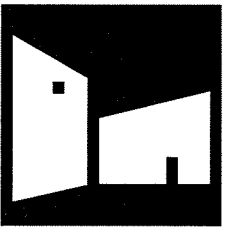


02 NORTH ELEVATION

SCALE: 1/4" = 1'-0"

ELEVATION KEYNOTES

- 01 SETBACK
- 02 PROPERTY LINE
- 03 4" VERTICAL WOOD SIDING
- 04 STUCCO SAND FINISH | GRAY
- 05 STUCCO SAND FINISH | WHITE
- 06 EXISTING GRADE
- 07 FINISH GRADE
- 08 TPO ROOFING CARLISLE® ESR-1184 OR EQUAL???
- 09 NEW CMU RETAINING WALL
- 10 STEEL COLUMN
- 11 TOP OF ROOF
- 12 LEGAL NON-CONFORMING STRUCTURE. DO NOT ALTER
- 13 42" METAL GUARD
- 14 WINDOW TYP.
- 15 DOOR TYP.
- 16 OPERABLE METAL SKYLIGHT | ALUMINUM
- 17 VERTICAL WOOD SIDING
- 18 EXISTING ROOF
- 19 EXISTING FENCE
- 20 NEW 6' FENCE
- 21 STUCCO SAND FINISH | BLACK
- 22 MIRACOTE DECK??
- 23 NEW CONCRETE STAIR
- 24 EXISTING CMU RETAINING WALL
- 25 CONCRETE PLANTER
- 26 4" HIGH CEDAR FENCE | NO FINISH
- 27 FINISHED GRADE IN FOREGROUND
- 28 FINISHED GRADE IN BACKGROUND
- 29 CANTILEVERED ARCHITECTURAL PROJECTION



**BUFFETT
DESIGN**
buffettdesign@gmail.com
760.274.3938

ALL IDEAS, DESIGNS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF BUFFETT DESIGN AND WERE CREATED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF BUFFETT DESIGN.

PLEASE PRINT AND DISPOSE OF CONSCIENTIOUSLY

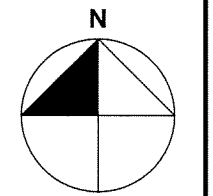


**CROWLEY
RESIDENCE**

715 IDA AVE SOLANA
BEACH CA 92075
APN :: 298-162-03

PLANS PREPARED BY:

Tyler Buffett
TYLER BUFFETT



DATE: *** DATE OF ISSUE **

SCALE: AS NOTED

← 1" ACTUAL →

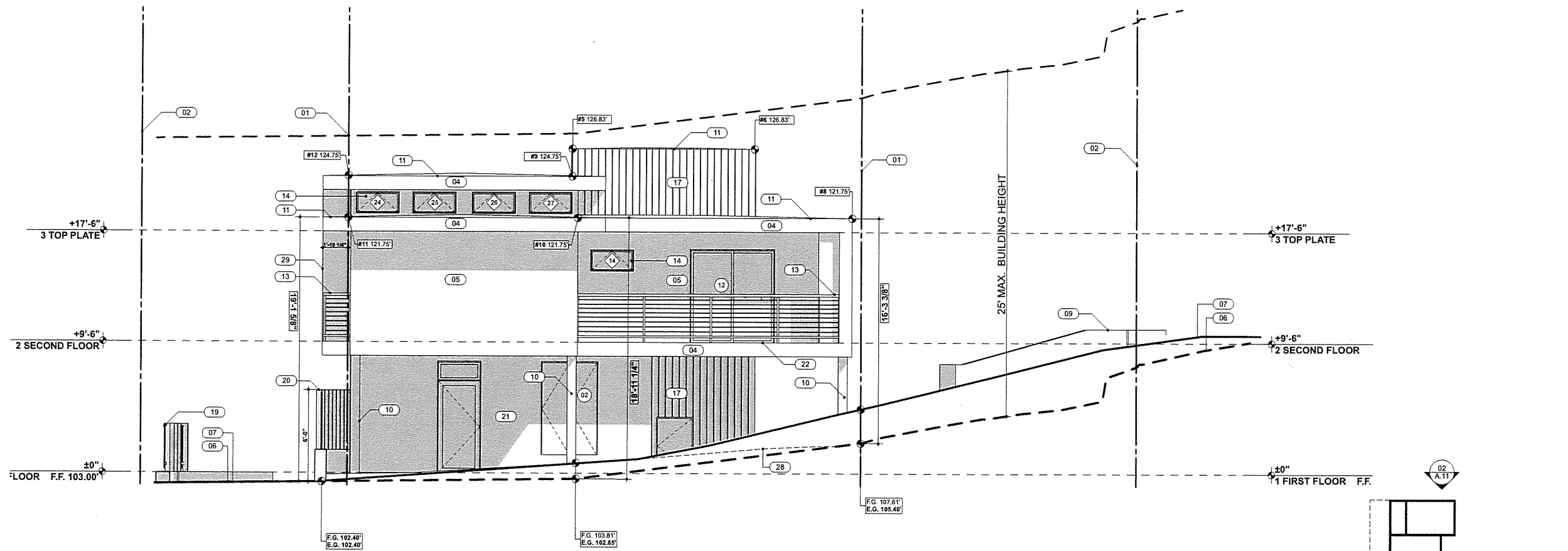
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

BY	REVISIONS	DATE

**BUILDING
ELEVATIONS
(CONT)**

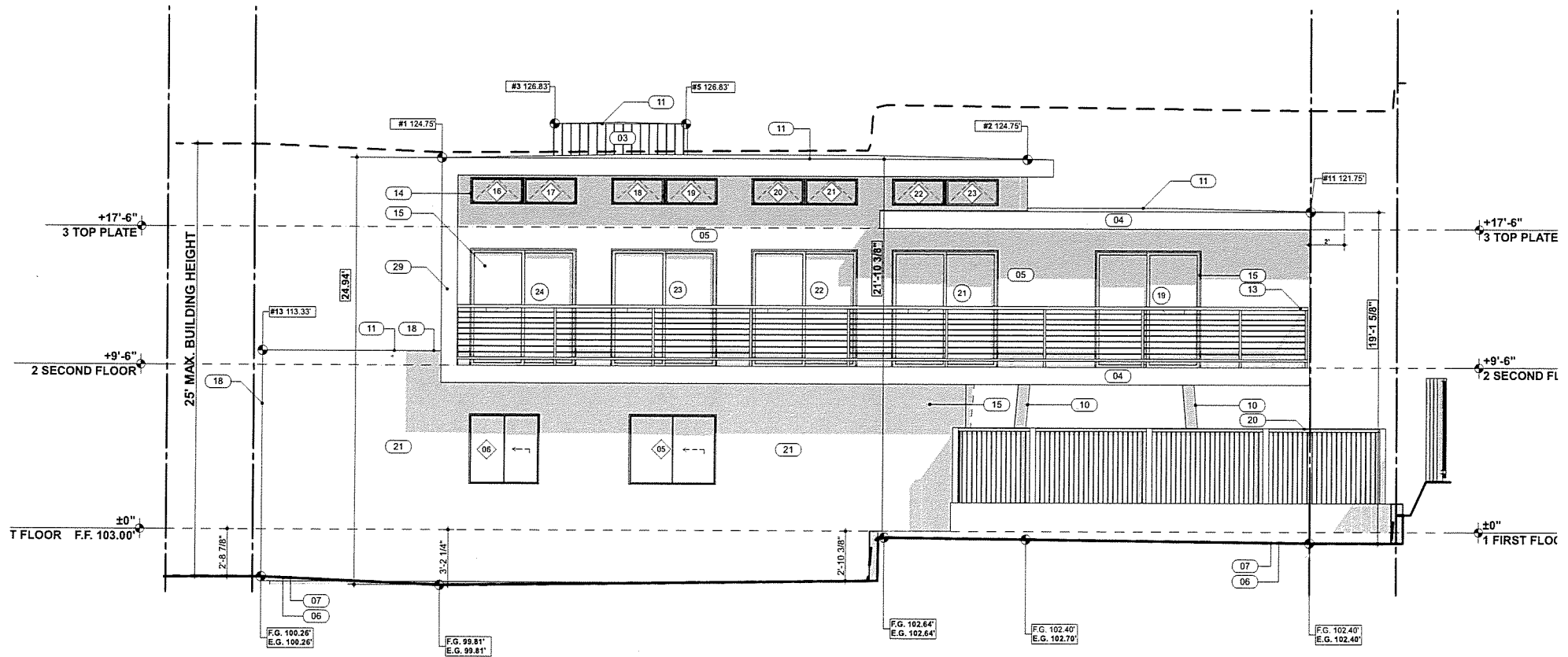
A.12

PRINTED 9/22/22



03 SOUTH ELEVATION

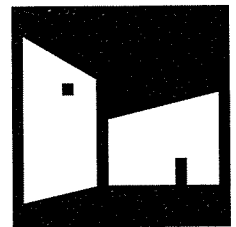
SCALE: 1/4" = 1'-0"



04 WEST ELEVATION

SCALE: 1/4" = 1'-0"

- ELEVATION KEYNOTES**
- 01 SETBACK
 - 02 PROPERTY LINE
 - 03 4" VERTICAL WOOD SIDING
 - 04 STUCCO SAND FINISH | GRAY
 - 05 STUCCO SAND FINISH | WHITE
 - 06 EXISTING GRADE
 - 07 FINISH GRADE
 - 08 TPO ROOFING CARLISLE® ESR-1184 OR EQUAL????
 - 09 NEW CMU RETAINING WALL
 - 10 STEEL COLUMN
 - 11 TOP OF ROOF
 - 12 LEGAL NON-CONFORMING STRUCTURE. DO NOT ALTER
 - 13 42" METAL GUARD
 - 14 WINDOW TYP.
 - 15 DOOR TYP.
 - 16 OPERABLE METAL SKYLIGHT | ALUMINUM
 - 17 VERTICAL WOOD SIDING
 - 18 EXISTING ROOF
 - 19 EXISTING FENCE
 - 20 NEW 6" FENCE
 - 21 STUCCO SAND FINISH | BLACK
 - 22 MIRACOTE DECK??
 - 23 NEW CONCRETE STAIR
 - 24 EXISTING CMU RETAINING WALL
 - 25 CONCRETE PLANTER
 - 26 4" HIGH CEDAR FENCE | NO FINISH
 - 27 FINISHED GRADE IN FOREGROUND
 - 28 FINISHED GRADE IN BACKGROUND
 - 29 CANTILEVERED ARCHITECTURAL PROJECTION



**BUFFETT
DESIGN**

buffett.design@gmail.com

760.274.3938

ALL IDEAS, DESIGNS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF BUFFETT DESIGN AND WERE CREATED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF BUFFETT DESIGN.

PLEASE PRINT AND DISPOSE OF CONSCIENTIOUSLY



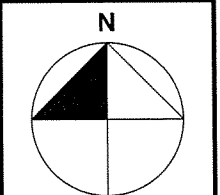
**CROWLEY
RESIDENCE**

715 IDA AVE SOLANA
BEACH CA 92075

APN :: 298-162-03

PLANS PREPARED BY:

Tyler Buffett
TYLER BUFFETT



DATE: *** DATE OF ISSUE ***

SCALE: AS NOTED

← 1" = ACTUAL →

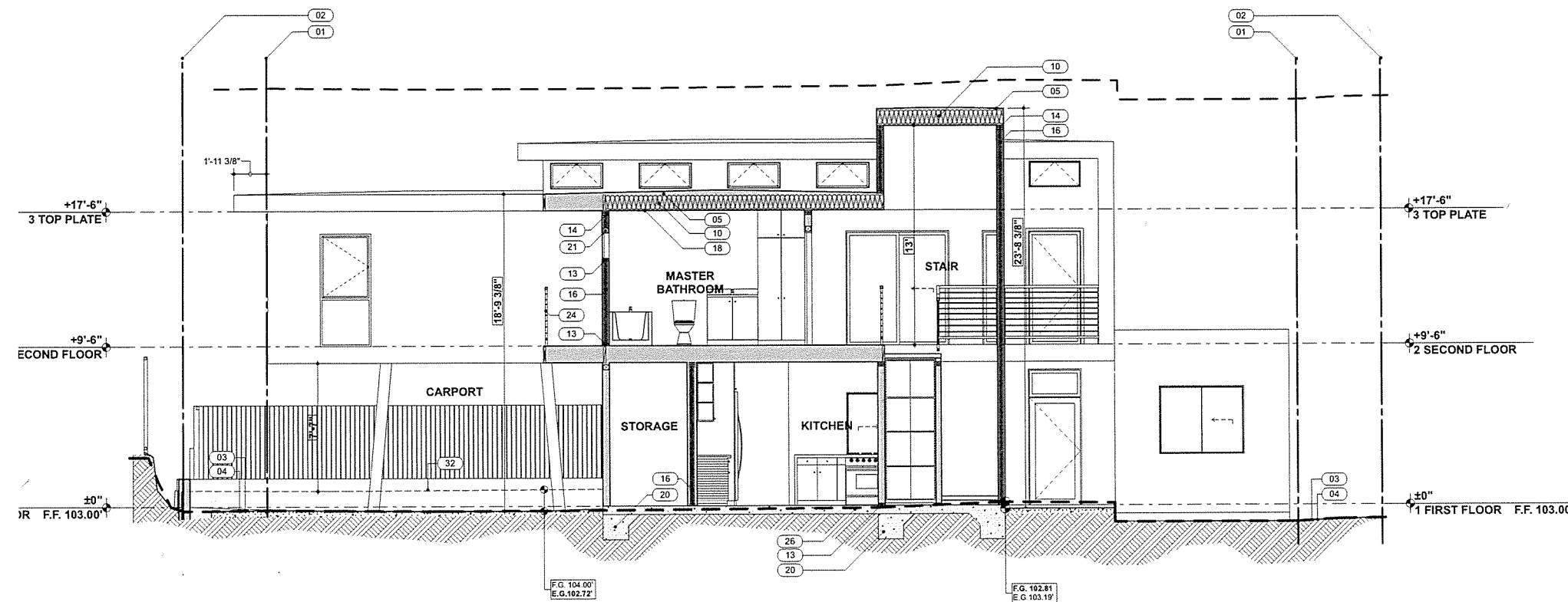
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

BY	REVISIONS	DATE

**BUILDING
SECTIONS**

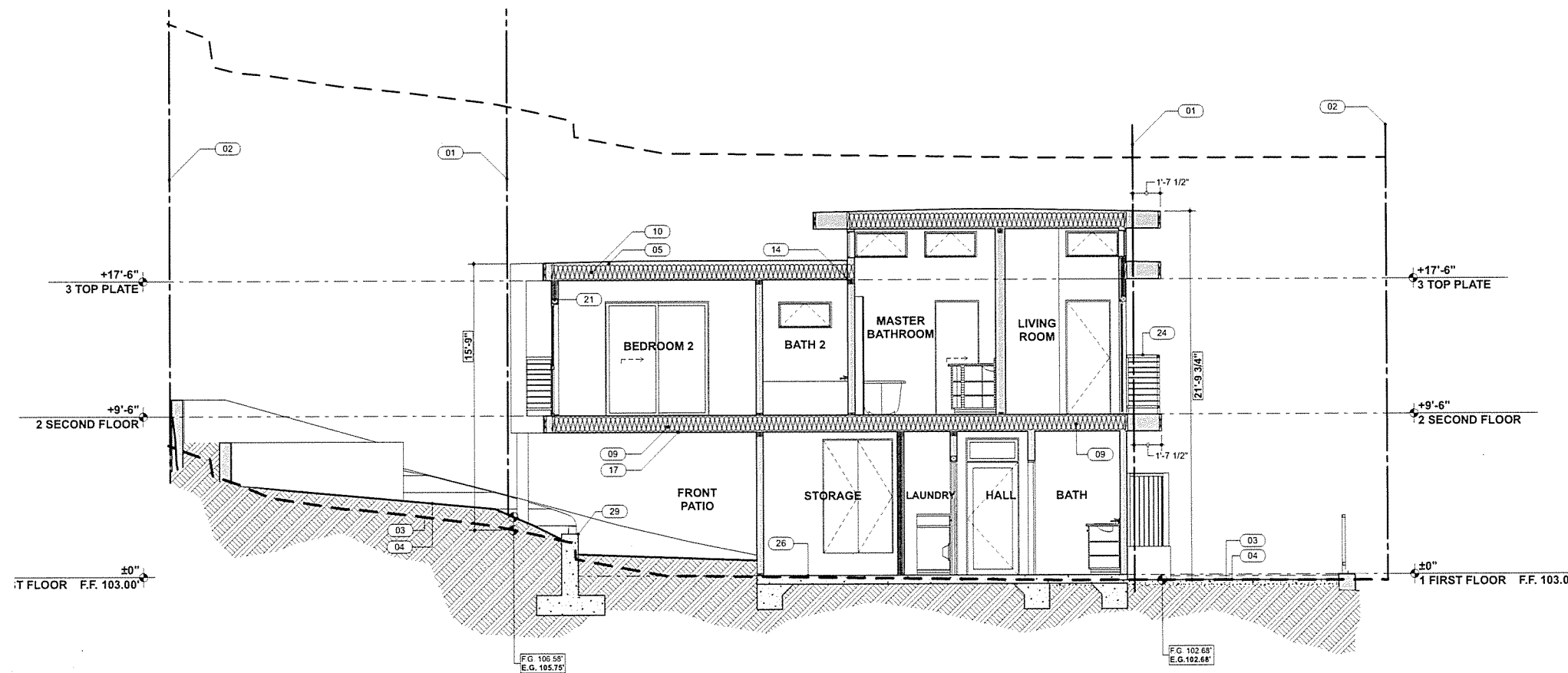
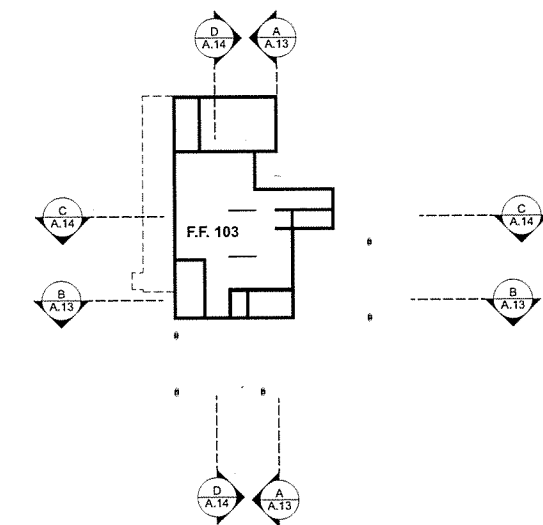
A.13

PRINTED 9/22/22



A SECTION

SCALE: 1/4" = 1'-0"

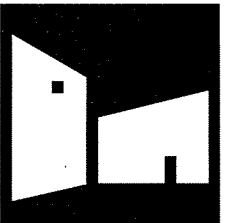


B SECTION

SCALE: 1/4" = 1'-0"

SECTION KEYNOTES

- 01 SETBACK
- 02 PROPERTY LINE
- 03 EXISTING GRADE
- 04 FINISH GRADE
- 05 TPO CARLISLE® ROOFING ESR 1184 :: LIGHT GRAY
- 06 STEEL COLUMN PER STRUCTURAL
- 07 WINDOW TYP.
- 08 TOP OF SKYLIGHT
- 09 BATT INSULATION AT FLOOR R-38
- 10 BATT INSULATION AT ATTIC MIN. R-38
- 11 CMU RETAINING WALL
- 12 WOOD SCREEN
- 13 TREATED BOTTOM PLATE
- 14 DOUBLE TOP PLATE
- 15 2X4 STUD WALL PER STRUCTURAL
- 16 BATT INSULATION AT WALL R-19
- 17 5/8" TYPE "X" GYPSUM DRYWALL @ GARAGE CEILING
- 18 GYPSUM DRYWALL
- 19 CONCRETE FOOTING
- 20 CONCRETE FOOTING
- 21 HEADER PER STRUCTURAL
- 22 2X BLOCKING PER ARCH DETAIL
- 23 WOOD BEAM PER STRUCTURAL
- 24 42" METAL GUARD
- 25 1/2" TYPE "X" AT WOOD FRAMED WALLS/ CEILING
- 26 CONCRETE SLAB PER STRUCTURAL
- 27 PLYWOOD SUBFLOOR PER STRUCTURAL
- 28 2X ROOF RAFTER PER STRUCTURAL
- 29 2X6 STUD WALL PER STRUCTURAL
- 30 CONCRETE STEM WALL
- 31 STEEL BEAM PER STRUCTURAL
- 32 MIRACOTE® DECK WATERPROOFING ESR-1714 OR EQUAL
- 33 FINISHED GRADE IN FOREGROUND
- 34 (E) LEGAL NON-CONFORMING STRUCTURE. DO NOT ALTER (E) CONCRETE FOOTING



**BUFFETT
DESIGN**

buffett.design@gmail.com

760.274.3938

ALL IDEAS, DESIGNS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF BUFFETT DESIGN AND WERE CREATED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF BUFFETT DESIGN.

PLEASE PRINT AND DISPOSE OF CONSCIENTIOUSLY



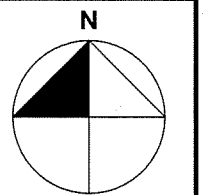
**CROWLEY
RESIDENCE**

715 IDA AVE SOLANA
BEACH CA 92075

APN :: 298-162-03

PLANS PREPARED BY:

Tyler Buffett
TYLER BUFFETT



DATE: *** DATE OF ISSUE ***

SCALE: AS NOTED



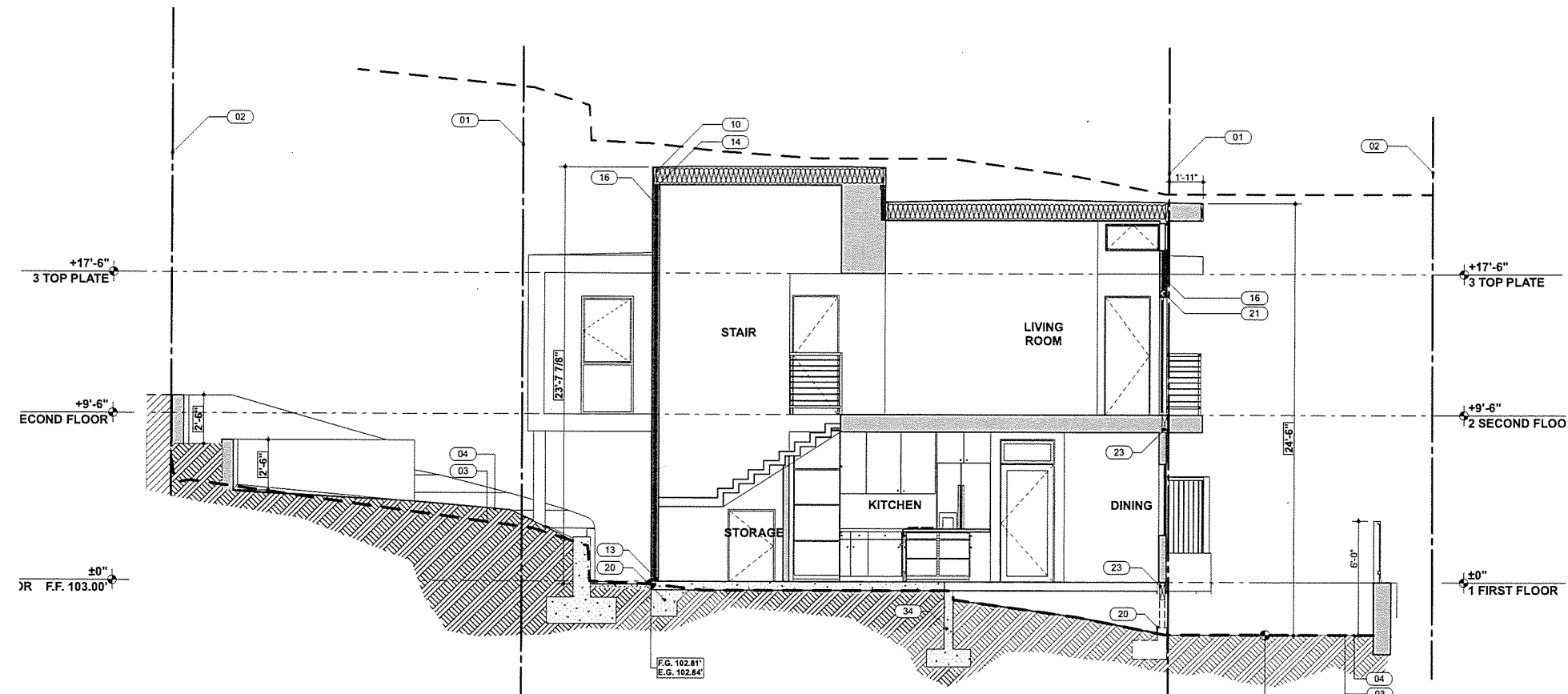
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

BY	REVISIONS	DATE

**BUILDING
SECTIONS
(CONT)**

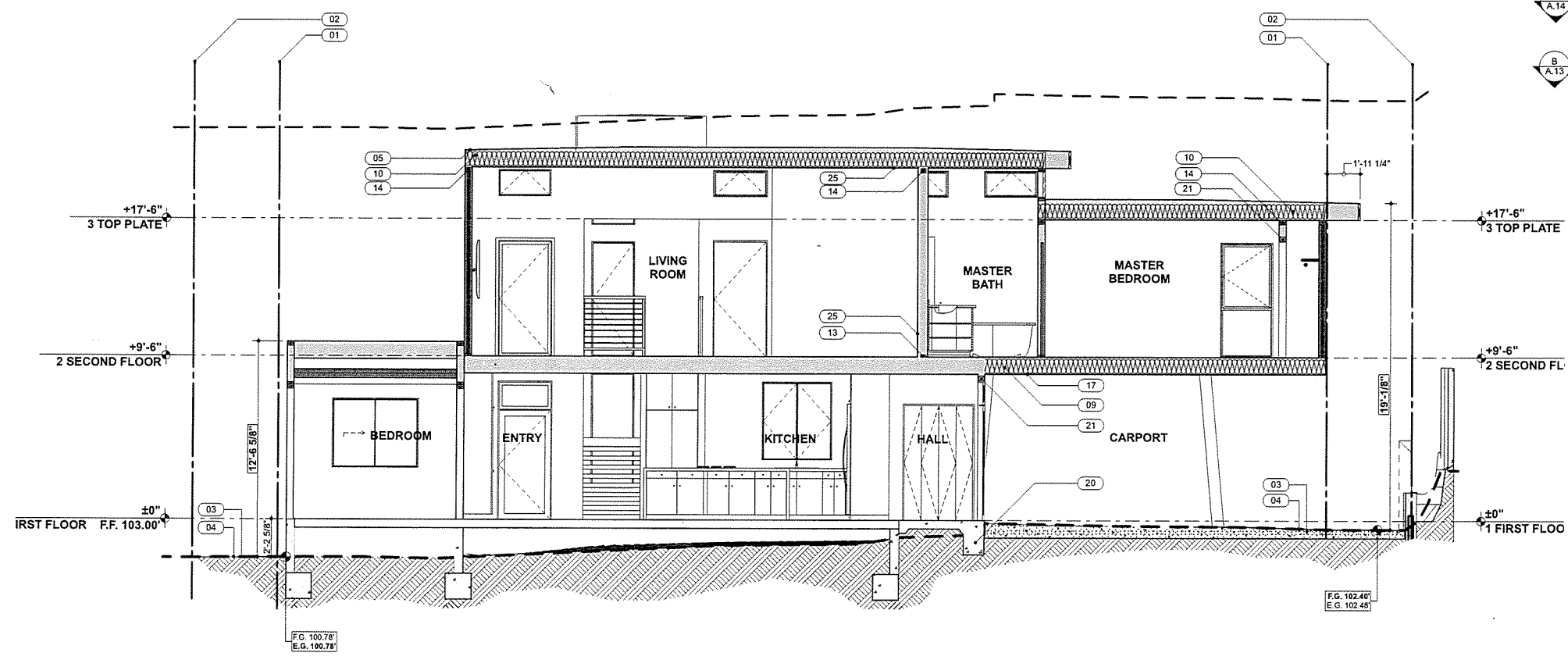
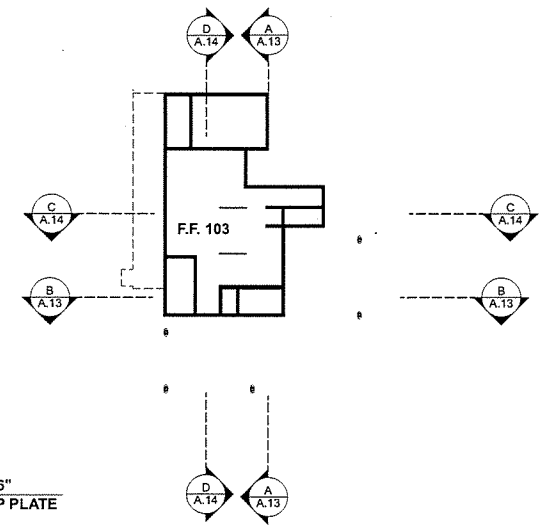
A.14

PRINTED 9/22/22



C SECTION

SCALE: 1/4" = 1'-0"

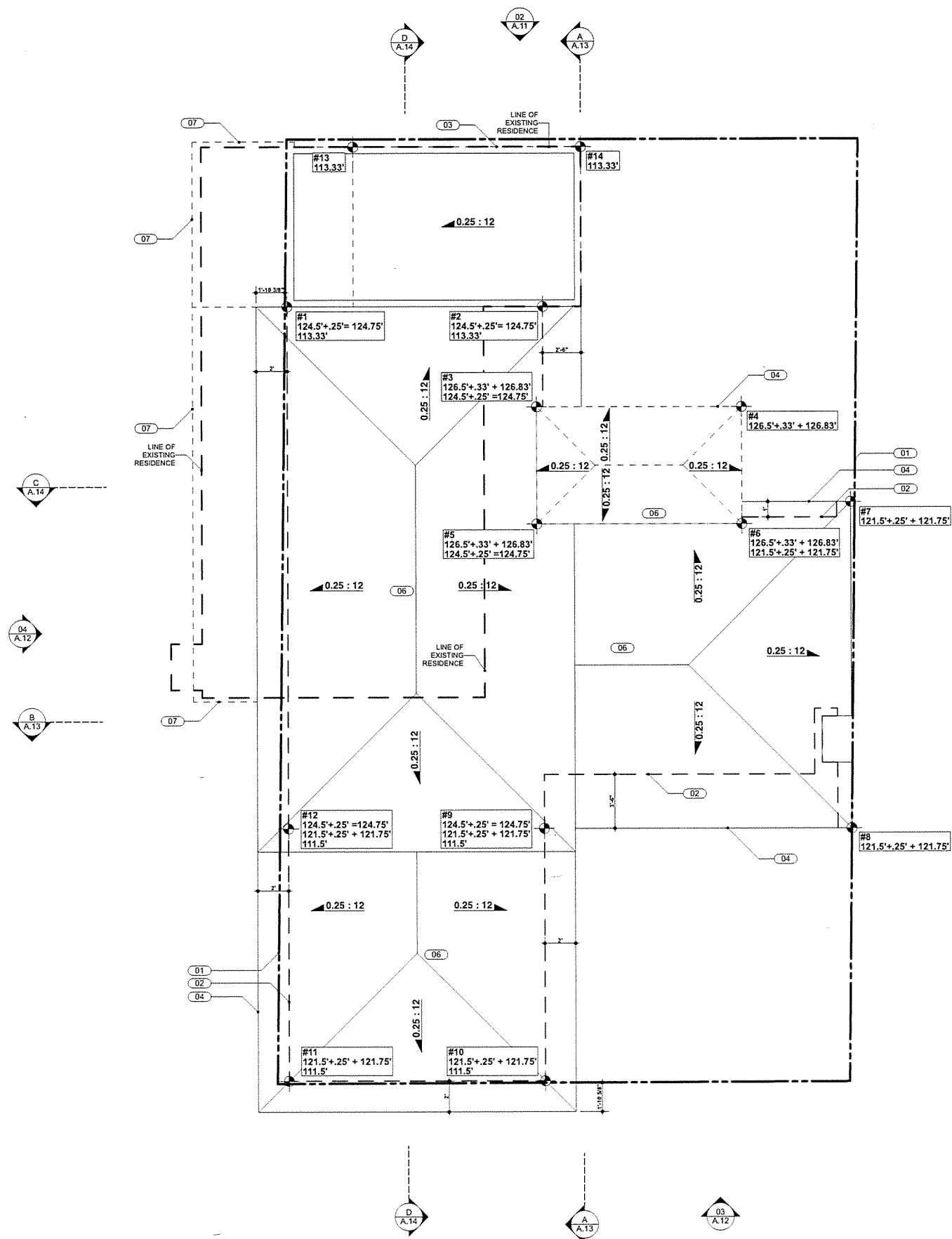


D SECTION

SCALE: 1/4" = 1'-0"

SECTION KEYNOTES

- 01 SETBACK
- 02 PROPERTY LINE
- 03 EXISTING GRADE
- 04 FINISH GRADE
- 05 TPO CARLSLE® ROOFING ESR 1184 :: LIGHT GRAY
- 06 STEEL COLUMN PER STRUCTURAL
- 07 WINDOW TYP.
- 08 TOP OF SKYLIGHT
- 09 BATT INSULATION AT FLOOR R-38
- 10 BATT INSULATION AT ATTIC MIN. R-38
- 11 CMU RETAINING WALL
- 12 WOOD SCREEN
- 13 TREATED BOTTOM PLATE
- 14 DOUBLE TOP PLATE
- 15 2X4 STUD WALL PER STRUCTURAL
- 16 BATT INSULATION AT WALL R-19
- 17 5/8" TYPE "X" GYPSUM DRYWALL @ GARAGE CEILING
- 18 GYPSUM DRYWALL
- 20 CONCRETE FOOTING
- 21 HEADER PER STRUCTURAL
- 22 2X BLOCKING PER ARCH DETAIL
- 23 WOOD BEAM PER STRUCTURAL
- 24 42" METAL GUARD
- 25 1/2 TYPE "X" AT WOOD FRAMED WALLS/ CEILING
- 26 CONCRETE SLAB PER STRUCTURAL
- 27 PLYWOOD SUBFLOOR PER STRUCTURAL
- 28 2X ROOF RAFTER PER STRUCTURAL
- 29 2X6 STUD WALL PER STRUCTURAL
- 30 CONCRETE STEM WALL
- 31 STEEL BEAM PER STRUCTURAL
- 32 MIRACOTE® DECK WATERPROOFING ESR-1714 OR EQUAL
- 33 FINISHED GRADE IN FOREGROUND
- 34 (E) LEGAL NON-CONFORMING STRUCTURE. DO NOT ALTER



STORY POLE PLAN

SCALE: 1/4" = 1'-0"

CITY OF SOLANA BEACH STORY POLE HEIGHT CERTIFICATION

Date: AUGUST 10, 2022
 Assessor's Parcel No.: 298-162-03
 Site Address: 715 IDA AVE
 Owner's Name: CROWLEY

This is to certify that on AUGUST 10, 2022, the story poles located on the above referenced site were surveyed by the undersigned, and found to be in conformance with the attached story pole plot plan. In addition, the following measurements were found:

HIGHEST	TALLEST
Highest point of the story poles #4: <u>126.83'</u> (M.S.L.): <u>124.75'</u> #1	
Pre-existing grade: <u>102.84'</u> (M.S.L.): <u>99.81'+/-</u>	
Finished grade elevation: <u>102.80'</u> (M.S.L.): <u>102.80'</u>	
Finished floor elevation: _____ (M.S.L.): _____	
TOTAL MAXIMUM HEIGHT: <u>24.05'</u> <u>24.94'</u>	

PLEASE NOTE: The story poles must show and include the total height must include roofing materials. At framing inspection, a Height Certification will be required which must be in exact conformance with the maximum height shown on Story Pole Height Certification.

For additional information, please contact me at 761-224-7453 (phone) or 761-224-7453 (text).

Chris Collins
 Licensed Land Surveyor
 Seal of Registration: LS 8891 (EXPIRES 12-31-23)

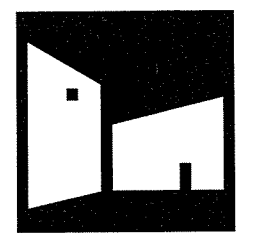
*Mean Sea Level (MSL) — all measurements must utilize an established benchmark that does not change over the course of the project. TOP SURVEY PT # 3560 TOP-FACE-WALL ELEV. = 106.766'

STORY POLE HEIGHT CERT.

C-Story Poles, Inc. NAME: CROWLEY PG 1 OF 1
 Chris Collins SITE: 715 IDA AVE
 DATE: 08-09-22 W.D. 22-1656 X CC 9-5/24

BS. PT.	T. PT.	FS. PT.	POINT ELEV.	PLAN ELEV.	C/E LENGTH	DESCRIPTION
*	1	112.36	124.75	F. 12.39	LWR	Roof
-	-	113.33	F. 0.97	LWR	-	-
*	2	111.77	124.75	F. 12.98	LWR	Roof
-	-	113.33	F. 1.56	LWR	-	-
*	3	103.24	126.83	F. 23.59	LWR	(B)
-	-	124.75	F. 21.51	LWR	-	-
4	102.84	126.83	F. 23.99	LWR	T	
*	5	103.17	126.83	F. 23.66	LWR	T & CONC
-	-	124.75	F. 21.56	LWR	-	-
*	6	102.91	126.83	F. 23.92	LWR	T
-	-	121.25	F. 18.88	LWR	-	-
7	105.86	121.25	F. 15.89	LWR	T	
8	105.40	121.25	F. 16.35	LWR	T	
**	9	102.80	124.75	F. 21.95	LWR	(B)
-	-	121.25	F. 18.95	MUD	-	-
-	-	111.5	F. 8.70	LWR	-	-
*	11	102.40	121.25	F. 19.35	LWR	T
-	-	111.5	F. 9.10	LWR	-	-
**	12	102.72	124.75	F. 22.03	LWR	(B)
-	-	121.25	F. 19.08	MUD	-	-
-	-	111.5	F. 8.80	LWR	-	-
13	111.43	113.33	F. 1.90	Roof	Roof	
14	111.62	113.33	F. 1.71	Roof	Roof	

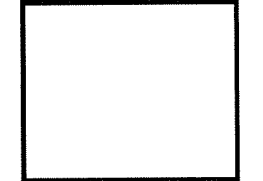
STORY POLE CUT SHEET



BUFFETT DESIGN
 buffettdesign@gmail.com
 760.274.3938

ALL IDEAS, DESIGNS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF BUFFETT DESIGN AND WERE CREATED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF BUFFETT DESIGN.

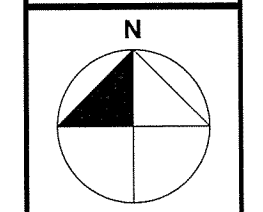
PLEASE PRINT AND DISPOSE OF CONSCIENTIOUSLY



CROWLEY RESIDENCE

715 IDA AVE SOLANA BEACH CA 92075
 APN :: 298-162-03

PLANS PREPARED BY:
Tyler Buffett
 TYLER BUFFETT



DATE: *** DATE OF ISSUE ***
 SCALE: AS NOTED

1" = ACTUAL

IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

BY	REVISIONS	DATE

STORY POLE PLAN

A.15



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: January 11, 2023
ORIGINATING DEPT: Engineering Department
SUBJECT: **Safe Routes to School Program Recommendations**

BACKGROUND:

The City's Safe Routes to School (SRTS) Program kicked off in the summer of 2021. The project scope included development of an outreach and engagement plan, development of a project website and questionnaire, conducting mobility assessments at the nine school/project sites, public meetings/workshops, and City Council (Council) presentations. The result of this effort will be a SRTS Program that highlights gaps and opportunities primarily in the walking and bicycling environment near these nine sites.

The preliminary phase of this program, which included the mobility assessment of all nine sites and development of recommendations, has been completed. On June 22, 2022, the preliminary findings and recommendations were presented to the Council. Public testimony and Council's directions/comments were received. On November 17, 2022, a second workshop was held in the Council Chambers and additional comments and feedback were received.

In preparation for the SRTS Program final grant submittal to Caltrans, this item is before the City Council to present the recommendations for the SRTS Program and receive any additional comments and direction from the Council.

DISCUSSION:

With assistance from the City's Traffic Engineering firm of Chen Ryan Associates (CRA), City Staff is in the process of finalizing the SRTS Program. The overall program objectives are to:

- Provide safer, more comfortable walking and bicycling options for Solana Beach schoolchildren, their families, and residents.
- Promote walking and bicycling as a way to improve health.

CITY COUNCIL ACTION:

- Reduce emissions of greenhouse gases related to vehicle travel by increasing the number of Solana Beach children, their families, and residents who choose to walk or bicycle to, from, and around the schools.
- Identify safety, infrastructure, and programmatic barriers to walking and bicycling to, from, and around the schools.
- Identify prioritized infrastructure and programs based on needs and best practices.

The SRTS Program focuses on walking and biking around nine school/project sites, which include:

- Skyline Elementary School
- Solana Vista Elementary School
- Earl Warren Middle School
- Santa Fe Christian Academy
- St. James Academy
- LePort Montessori
- Fusion Academy
- Boys and Girls Club of San Dieguito
- Child Development Center (CDC) – This site was not included in the original scope of work. During the Council meeting of June 22, 2022, Council directed Staff to include the Child Development Center, located on North Rios Avenue, into the program. Following Council’s direction, a mobility assessment was performed, and draft recommendations were developed.

Previous Outreach Efforts

In June 2021, the City introduced this project’s objectives to the School Relations Committee to gain support and share information about the project’s timeline. The City developed an online questionnaire and project website to promote the project to the broader community. Specific to the project sites, the City created a SRTS toolkit that included free promotional materials including flyers, postcards and requested participation through an online questionnaire and student tally. These toolkits were provided to encourage walking and biking in the Solana Beach community and to collect data. The SRTS Program study was presented to the School Relations Committee in September 2021 and the San Diego County SRTS Coalition and BikeWalkSolana in December of 2021 (all meetings virtual).

In the fall of 2021, eight school-based mobility assessments were conducted in close collaboration with the school administrators as part of the planning process. Note that the CDC was not added until June 2022. These school-based mobility assessments looked at the streets and intersections in the vicinity and immediately adjacent to each of the eight school/project sites. Additionally, the consultant team conducted a walking audit of the areas surrounding the project sites to assess the immediate areas for any walking and biking challenges. A similar school-based assessment was performed at the CDC in June 2022.

Due to constraints created by the COVID-19 pandemic, community outreach other than the school-based mobility assessments was suspended until Spring 2022. The first in-person community outreach was conducted at Fiesta Del Sol on May 21 and 22, 2022. Approximately 50 questionnaires were collected. To date, approximately 200 questionnaires have been submitted with comments and suggestions related to this project. Some of the most common comments included:

- Gaps in sidewalks and missing sidewalks in neighborhood areas that lead to schools.
- Concerns about people driving too fast along Lomas Santa Fe Drive.
- Concerns about the long crossing distances and lack of visibility for youth on City streets.
- Students biking on the sidewalk.

Second Workshop

Consistent with the Council's direction, a second workshop was held in the Council Chambers on Thursday, November 17, 2022. At this workshop, CRA reviewed the project goals, study site locations, and previous outreach efforts; presented a toolbox for pedestrian and bicycle improvements; and discussed the site-specific draft recommendations for each of the nine study areas. The draft recommendations presented are consistent with the City's Comprehensive Active Transportation Strategies (CATS) Program, the Lomas Santa Fe Corridor project and the City's Complete Street objectives.

After the presentation, the attendees were broken into groups for a focused review of the draft recommendations for each school location. Each group provided comments on the draft recommendations. Comments received the following comments at the November workshop:

- Make sure bicycles can be detected by traffic signals;
- Maintain continuity of the sidewalk near the Fire Station;
- Add ADA accessible ramps where needed;
- Make sure the SRTS recommendations are consistent with the Lomas Santa Fe Corridor Plan;
- Slow down traffic near the westbound LSF to northbound Interstate 5 ramp;
- Add a four-way stop at the Santa Helena/Santa Victoria intersection and the South Nardo/Solana Circle intersection;
- Add a speed feedback sign on Marine View Drive near Le Port Montessori School;
- Continue the decomposed granite path between San Andres and LSF.

If appropriate and at Council's direction, some of the comments from the November workshop may be incorporated into the draft recommendations that are included as Attachment 1. Any final comments or direction received from Council will be included in

the final recommendations and in the final submittal to Caltrans required pursuant to the grant agreement, which is expected to be completed in early February 2023. According to the terms of the grant agreement with Caltrans, all activities associated with the grant must be completed by February 28, 2023.

CEQA COMPLIANCE STATEMENT:

Preparation of a SRTS Program is not a project under CEQA. Environmental review will be addressed prior to City Council approval to advertise construction bids for any construction projects identified in the SRTS Program.

FISCAL IMPACT:

The Safe Routes to School Program study has been fully funded primarily by the Sustainable Transportation Planning Grant Program for a Safe Routes to School (SRTS) Program offered by Caltrans. The project total is \$220,000, which includes \$165,000 in grant funds that will be reimbursed by Caltrans and \$55,000 in matching funds provided by the City. The City's matching funds are provided with the City's share of TransNet funding.

WORK PLAN:

This project is consistent with Item B.13 of the Community Character Priorities of the Fiscal Year 2022/23 Work Plan.

OPTIONS:

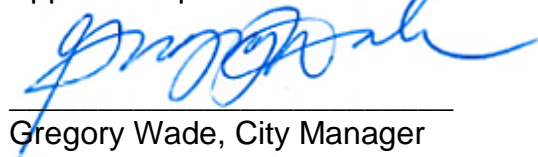
- Receive report.
- Provide direction/feedback.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council receive this Staff Report and provide direction to Staff as needed.

CITY MANAGER RECOMMENDATION:

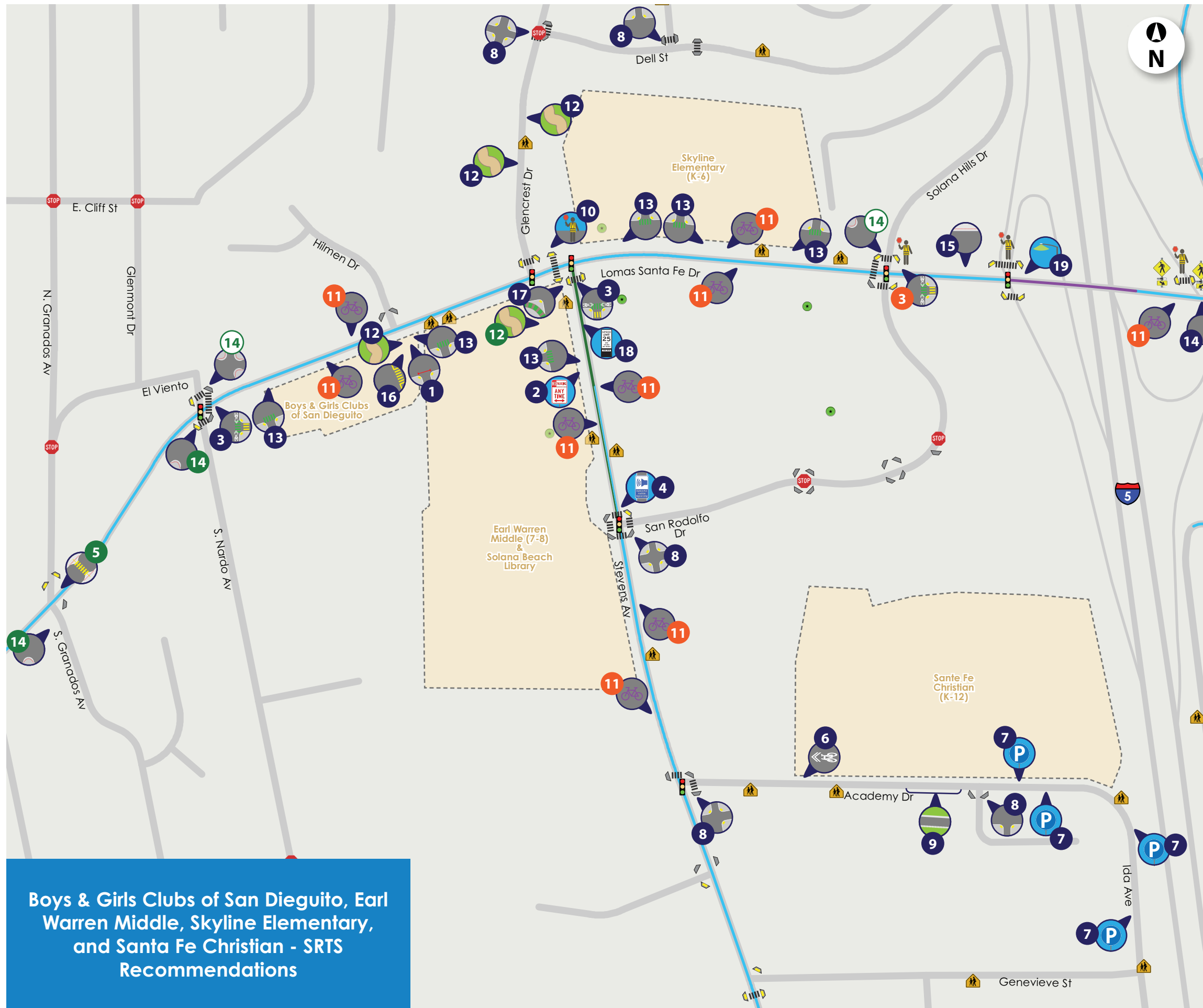
Approve Department Recommendation.



Gregory Wade, City Manager

Attachments

1. Safe Routes to School Program draft recommendations



LEGEND

Existing Infrastructure

- ADA Compliant Ramp
- Ramp
- Marked Crosswalk
- School Site
- Crossing Guard Location
- Rectangular Rapid-Flashing Beacons
- Traffic Signal
- All-Way Stop
- Bike Parking
- School Signage
- Class II - Bike Lane
- Class III - Bike Route
- Class IV - Protected Bikeway

Recommendations

- New Recommendation
- Consistent with Lomas Santa Fe Plan
- Deviates from Specified Plan
- Consistent with CATS Plan
- Narrow Driveway
- Install Class IV
- Install No Parking Any Time Signage
- Construct DG Path
- Construct Bicycle & Walking Crossing
- Install Conflict Point at Driveway
- Install Audible Signal
- Construct Curb Extension
- Construct Bulb Out & Crosswalk
- Widen Sidewalk
- Install Shared Lane Marking (Class III)
- Install High Visibility Crosswalk
- Denote On-Street Parking
- Create Protected Curb Approach
- Install ADA Curb Ramp
- Place Speed Feedback Signage
- Construct Sidewalk
- Enhanced lighting
- Place Crossing Guard

Feature	Qt./Mi.	Feature	Qt./Mi.
Narrow Driveway	1	Crossing Gaurd	1
No Parking Signage	1	Class IV	0.88 miles
Bicycle & Walking Crossing	1	DG Path	900 ft.
Audible Signal	1	Conflict Paint Dwy Locations	6
Bulb Out & Crosswalk	1	Curb Extension	6
Shared Lane Marking	4	Widen Sidewalk	275 ft.
On-Street Parking Signage	4	High-Visibility Crosswalk	1
ADA Curb Ramp	15	Protected Curb Approach	1
Sidewalk	150 ft.		

Boys & Girls Clubs of San Dieguito, Earl Warren Middle, Skyline Elementary, and Santa Fe Christian - SRTS Recommendations



LEGEND

Existing Infrastructure

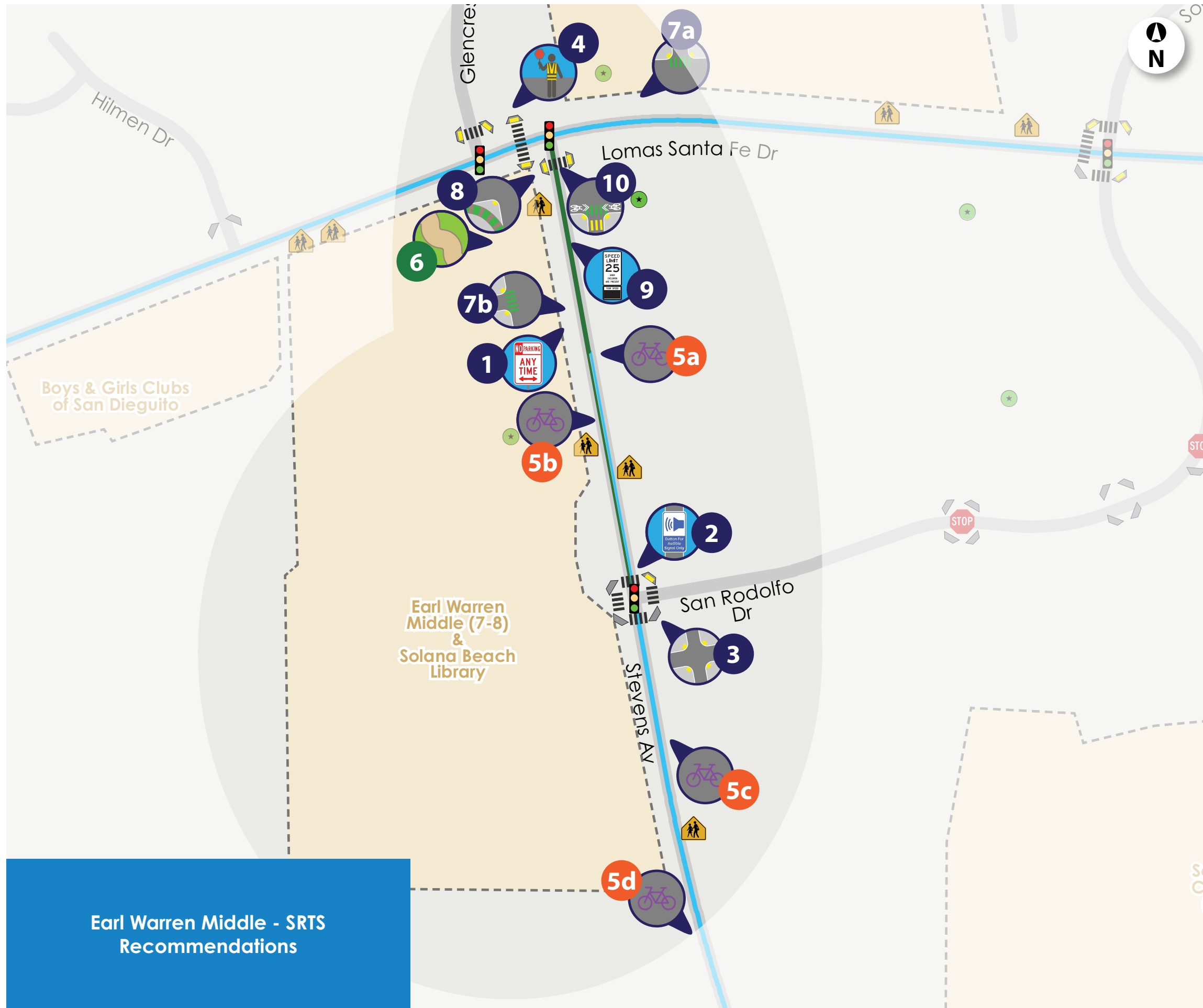
- ADA Compliant Ramp
- Ramp
- Marked Crosswalk
- School Site
- Crossing Guard Location
- Rectangular Rapid-Flashing Beacons
- Traffic Signal
- All-Way Stop
- Bike Parking
- School Signage
- Class II - Bike Lane
- Class III - Bike Route
- Class IV - Protected Bikeway

Recommendations

- New Recommendation
- Deviates from Specified Plan
- Consistent with Lomas Santa Fe Plan
- Consistent with CATS Plan
- 1 Narrow Driveway
- 2 Construct Bicycle & Walking Crossing
- 3 Construct Bulb Out & Crosswalk
- 4 Install Class IV
- 5 Construct DG Path
- 6 Install Conflict Paint at Driveway
- 7 Construct Curb Extension
- 8 Install High Visibility Crosswalk

Feature	Qt./Mi.	Feature	Qt./Mi.
Narrow Driveway	1	Crossing Gaurd	--
No Parking Signage	--	Class IV	0.26 miles
Bicycle & Walking Crossing	1	DG Path	~ 50 ft.
Audible Signal	--	Conflict Paint Dwy Locations	2
Bulb Out & Crosswalk	1	Curb Extension	5
Shared Lane Marking	--	Widen Sidewalk	--
On-Street Parking Signage	--	High-Visibility Crosswalk	1
ADA Curb Ramp	--	Protected Curb Approach	--
Sidewalk	--		

Boys & Girls Clubs of San Dieguito - SRTS Recommendations



LEGEND

Existing Infrastructure

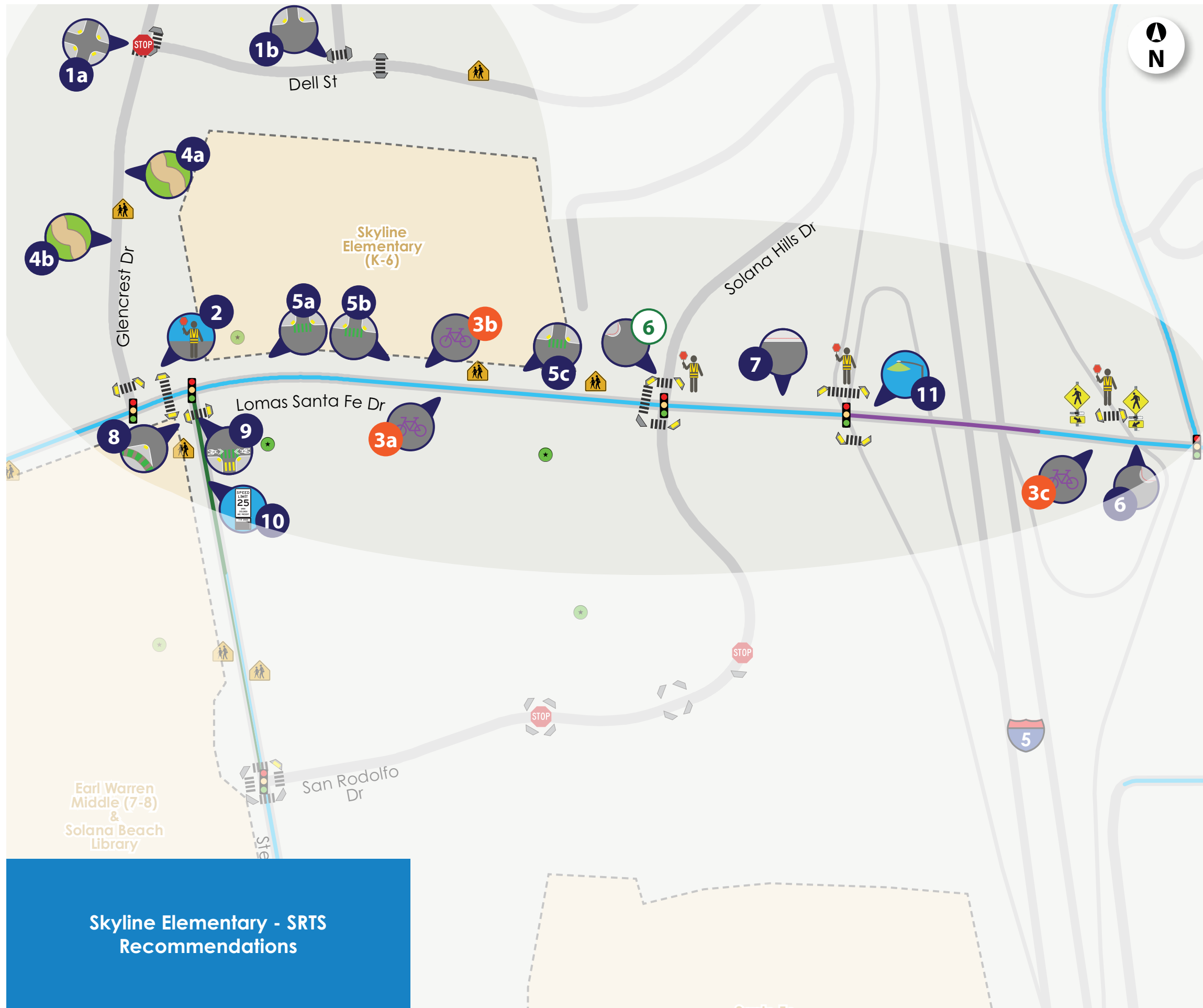
- ADA Compliant Ramp
- Ramp
- Marked Crosswalk
- School Site
- Crossing Guard Location
- Rectangular Rapid-Flashing Beacons
- Traffic Signal
- All-Way Stop
- Bike Parking
- School Signage
- Class II - Bike Lane
- Class III - Bike Route
- Class IV - Protected Bikeway

Recommendations

- # New Recommendation
- # Consistent with Lomas Santa Fe Plan
- # Consistent with CATS Plan
- 1 Install No Parking Any Time Signage
- 2 Install Audible Signal
- 3 Install ADA Curb Ramp
- 4 Place Crossing Guard
- 5 Install Class IV
- 6 Construct DG Path
- 7 Install Conflict Paint at Driveway
- 8 Create Protected Curb Approach
- 9 Place Speed Feedback Signage
- 10 Construct Bicycle & Walking Crossing

Feature	Qt./Mi.	Feature	Qt./Mi.
Narrow Driveway	--	Crossing Gaurd	1
No Parking Signage	1	Class IV	0.34 miles
Bicycle & Walking Crossing	--	DG Path	~ 150 ft.
Audible Signal	1	Conflict Paint Dwy Locations	1
Bulb Out & Crosswalk	--	Curb Extension	--
Shared Lane Marking	--	Widen Sidewalk	--
On-Street Parking Signage	--	High-Visibility Crosswalk	--
ADA Curb Ramp	4	Protected Curb Approach	1
Sidewalk	--		

Earl Warren Middle - SRTS Recommendations



LEGEND

Existing Infrastructure

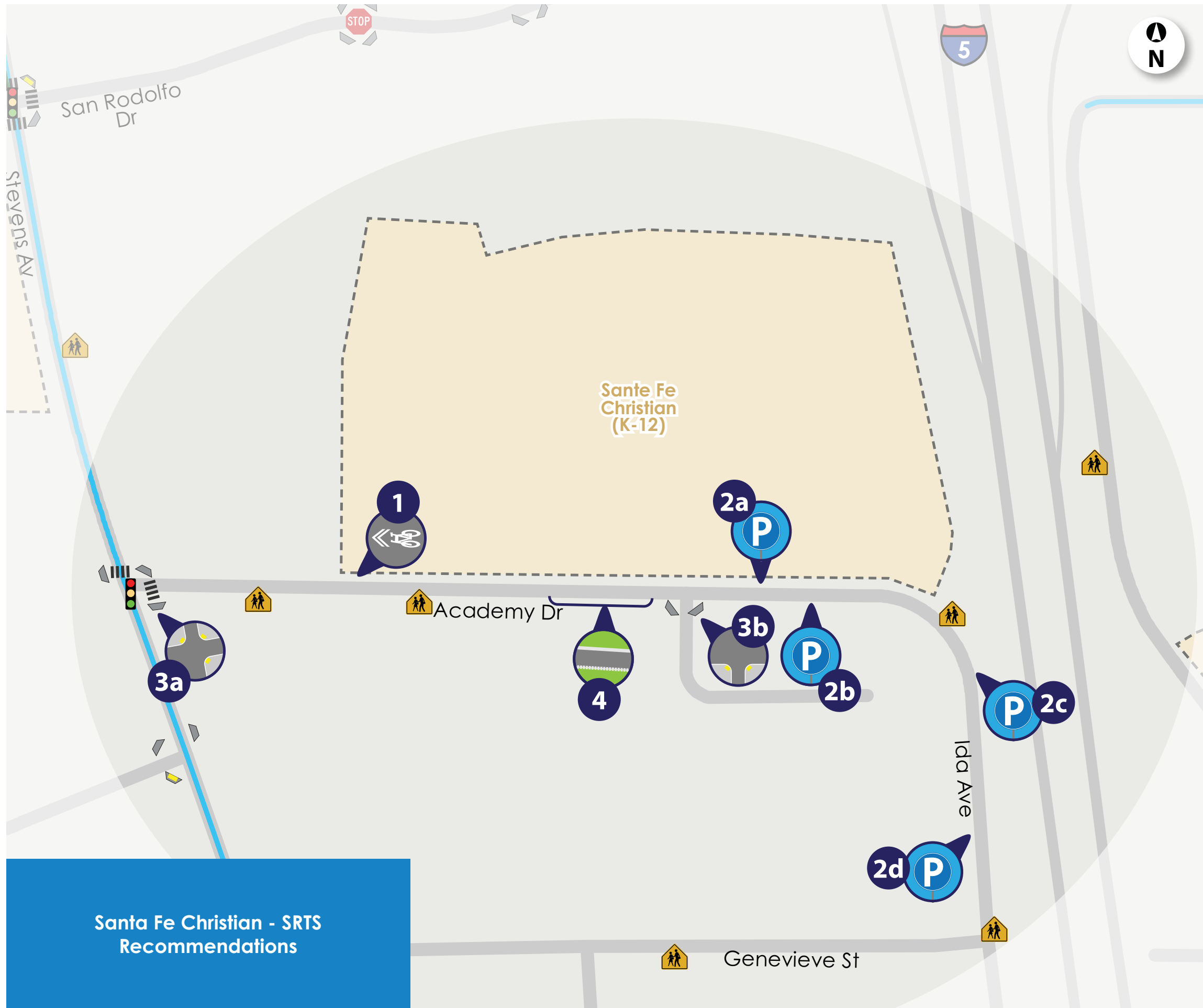
- ADA Compliant Ramp
- Ramp
- Marked Crosswalk
- School Site
- Crossing Guard Location
- Rectangular Rapid-Flashing Beacons
- Traffic Signal
- All-Way Stop
- Bike Parking
- School Signage
- Class II - Bike Lane
- Class III - Bike Route
- Class IV - Protected Bikeway

Recommendations

- # New Recommendation
- # Consistent with Lomas Santa Fe Plan
- # Deviates from Specified Plan
- # Consistent with CATS Plan
- 1 Install ADA Curb Ramp
- 2 Place Crossing Guard
- 3 Install Class IV
- 4 Construct DG Path
- 5 Install Conflict Point at Driveway
- 6 Construct Curb Extension
- 7 Widen Sidewalk
- 8 Create Protected Curb Approach
- 9 Construct Bicycle & Walking Crossing
- 10 Place Speed Feedback Signage
- 11 Enhanced lighting

Feature	Qt./Mi.	Feature	Qt./Mi.
Narrow Driveway	--	Crossing Gaurd	1
No Parking Signage	--	Class IV	0.28 miles
Bicycle & Walking Crossing	--	DG Path	700 ft.
Audible Signal	--	Conflict Point Dwy Locations	3
Bulb Out & Crosswalk	--	Curb Extension	1
Shared Lane Marking	--	Widen Sidewalk	275 ft.
On-Street Parking Signage	--	High-Visibility Crosswalk	--
ADA Curb Ramp	6	Protected Curb Approach	--
Sidewalk	--		

Skyline Elementary - SRTS Recommendations



LEGEND

- ### Existing Infrastructure
- ADA Compliant Ramp
 - Ramp
 - Marked Crosswalk
 - School Site
 - Crossing Guard Location
 - Rectangular Rapid-Flashing Beacons
 - Traffic Signal
 - All-Way Stop
 - Bike Parking
 - School Signage
 - Class II - Bike Lane
 - Class III - Bike Route
 - Class IV - Protected Bikeway








- ### Recommendations
- # New Recommendation
 - 1 Install Shared Lane Marking (Class III)
 - 2 Denote On-Street Parking
 - 3 Install ADA Curb Ramp
 - 4 Construct Sidewalk

Feature	Qt./Mi.	Feature	Qt./Mi.
Narrow Driveway	--	Crossing Gaurd	--
No Parking Signage	--	Class IV	--
Bicycle & Walking Crossing	--	DG Path	--
Audible Signal	--	Conflict Paint Dwy Locations	--
Bulb Out & Crosswalk	--	Curb Extension	--
Shared Lane Marking	4	Widen Sidewalk	--
On-Street Parking Signage	4	High-Visibility Crosswalk	--
ADA Curb Ramp	5	Protected Curb Approach	--
Sidewalk	150 ft.		

Santa Fe Christian - SRTS Recommendations

LEGEND

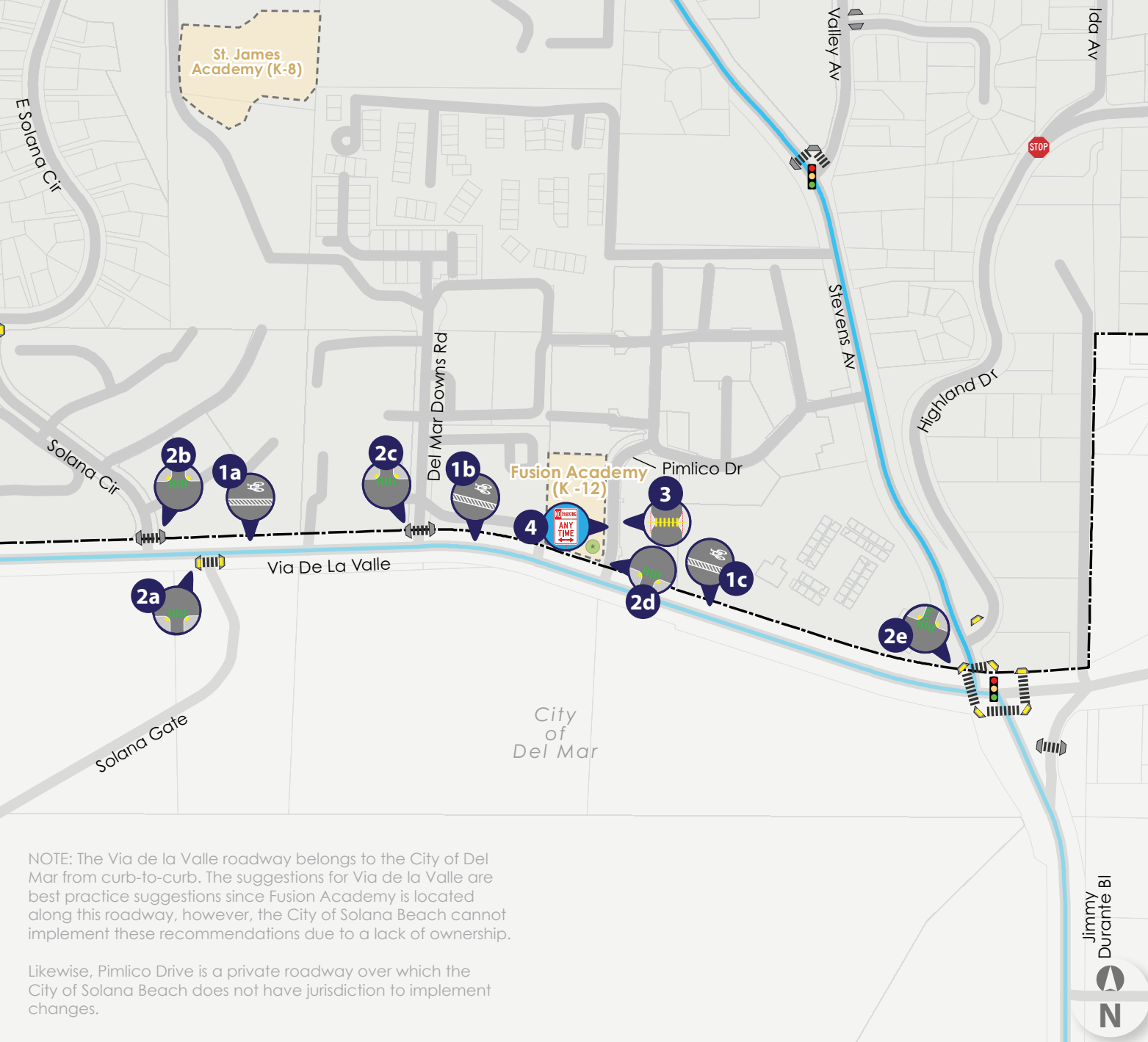
Existing Infrastructure

-  ADA Compliant Ramp
-  Ramp
-  Marked Crosswalk
-  Traffic Signal
-  All-Way Stop
-  School Site
-  Class II - Bike Lane

Recommendations

-  1 Install Buffered Bike Lane
-  2 Install Conflict Point at Driveway & Intersection
-  3 Construct Bulb Out & Crosswalk
-  4 Install No Parking Any Time Signage

Feature	Qt./Mi.
Buffered Bike Lane	0.68 miles
Conflict Point	5
Bulb Out / Crosswalk	1
No Parking Signage	1












NOTE: The Via de la Valle roadway belongs to the City of Del Mar from curb-to-curb. The suggestions for Via de la Valle are best practice suggestions since Fusion Academy is located along this roadway, however, the City of Solana Beach cannot implement these recommendations due to a lack of ownership.

Likewise, Pimlico Drive is a private roadway over which the City of Solana Beach does not have jurisdiction to implement changes.

Fusion Academy - SRTS Recommendations

LEGEND

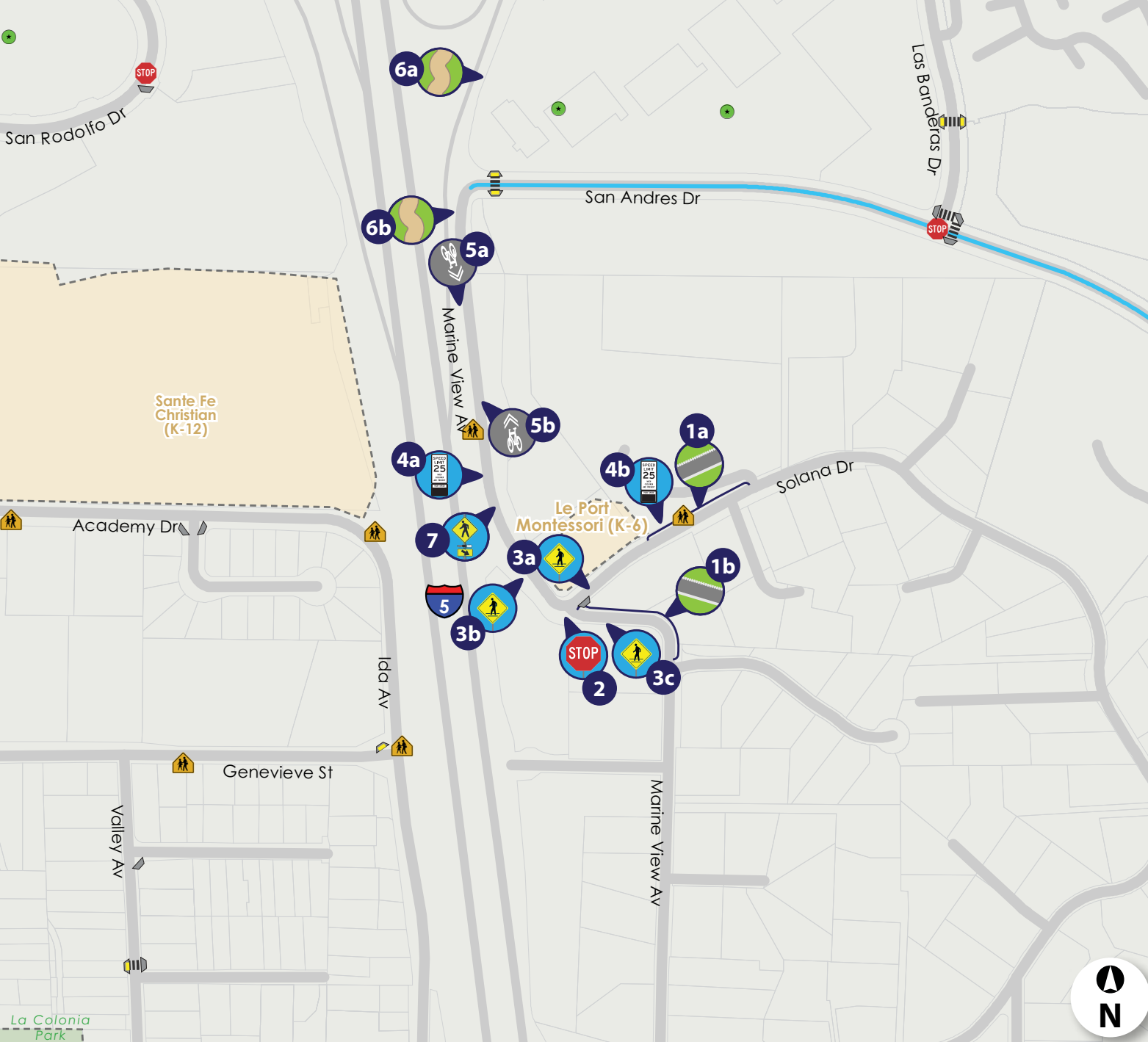
Existing Infrastructure

-  ADA Compliant Ramp
-  Ramp
-  Marked Crosswalk
-  All-Way Stop
-  Bike Parking
-  School Signage
-  School Site
-  Park
-  Class II Bike Lane

Recommendations

- 1  Construct Sidewalk
- 2  Make All-Way Stop*
*Subject to engineering analysis
- 3  Install Watch for Pedestrians Signage
- 4  Place Speed Feedback Signage
- 5  Install Shared Lane Marking (Class III)
- 6  Construct Decomposed Granite Path
- 7  Install Rectangular Rapid-Flashing Beacons










Feature	Qt./Mi.
Sidewalk	675 ft.
All-Way Stop	1
Pedestrian Signage	3
Speed Feedback Signage	2
Shared Lane Marking	12
Decomposed Granite Path	500 ft.
Rectangular Rapid-Flashing Beacon	1



Le Port Montessori - SRTS Recommendations

LEGEND

Existing Infrastructure

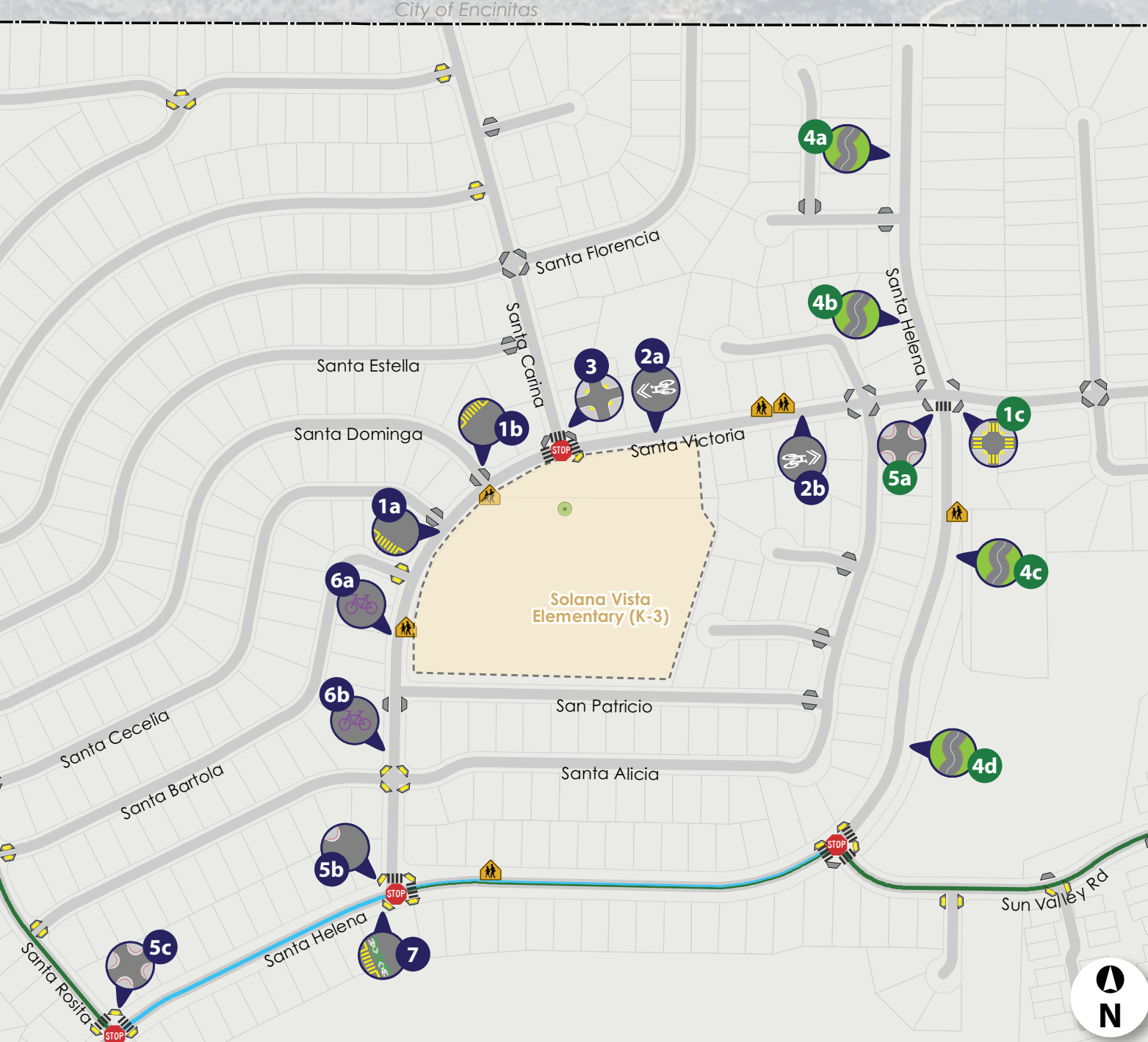
-  ADA Compliant Ramp
-  Ramp
-  Marked Crosswalk
-  All-Way Stop
-  Bike Parking
-  School Signage
-  School Site
-  Class II Bike Lane
-  Class III Bike Route

Recommendations

- 1**  Install High Visibility Crosswalk
- 2**  Install Shared Lane Marking (Class III)
- 3**  Install ADA Curb Ramp
- 4**  Construct Multi-Use Path
- 5**  Construct Curb Extension
- 6**  Install Two-Way Class IV / Bollards
- 7**  Construct Bicycle & Walking Crossing

 Consistent with Santa Helena Plan  Deviates from Santa Helena Plan












Feature	Qt./Mi.
High-Visibility Crosswalk	6
Shared Lane Marking	10
ADA Curb Ramp	8
Multi-Use Path	0.45 miles
Curb Extension	9
Two-Way Class IV	0.25 miles
Bicycle and Walking Crossing	1



Solana Vista Elementary - SRTS Recommendations

LEGEND

Existing Infrastructure

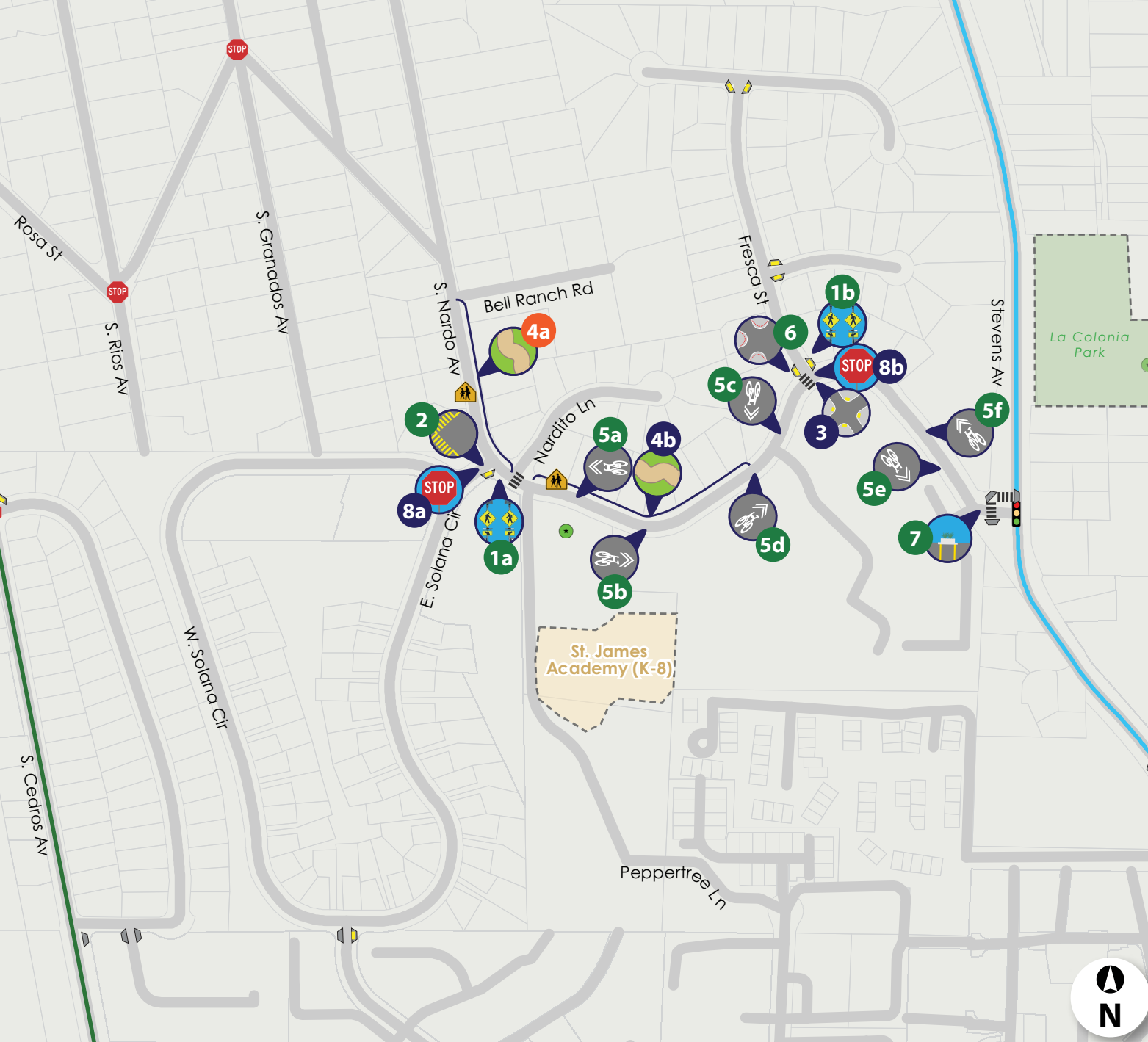
-  ADA Compliant Ramp
-  Ramp
-  Marked Crosswalk
-  All-Way Stop
-  Bike Parking
-  Traffic Signal
-  School Signage
-  School Site
-  Park
-  Class II Bike Lane
-  Class III Bike Route

Recommendations

-  Consistent with Solana Highlands Plan
-  Consistent with Ocean Ranch Estates Plan

-  1a Install Rectangle Rapid Flash Beacon
-  2 Install High Visibility Crosswalk
-  3 Install ADA Curb Ramp
-  4a Construct Decomposed Granite Path
-  5a Install Shared Lane Marking (Class III)
-  6 Construct Curb Extension
-  7 Construct Raised Median
-  8a Make All-Way Stop*
*Subject to engineering analysis













Feature	Qt./Mi.
Sidewalk	0.29 miles
High-Visibility Crosswalk	1
ADA Curb Ramp	4
Decomposed Granite Path	0.27 miles
Shared Lane Markings	6
Curb Extension	3



St. James Academy - SRTS Recommendations

LEGEND

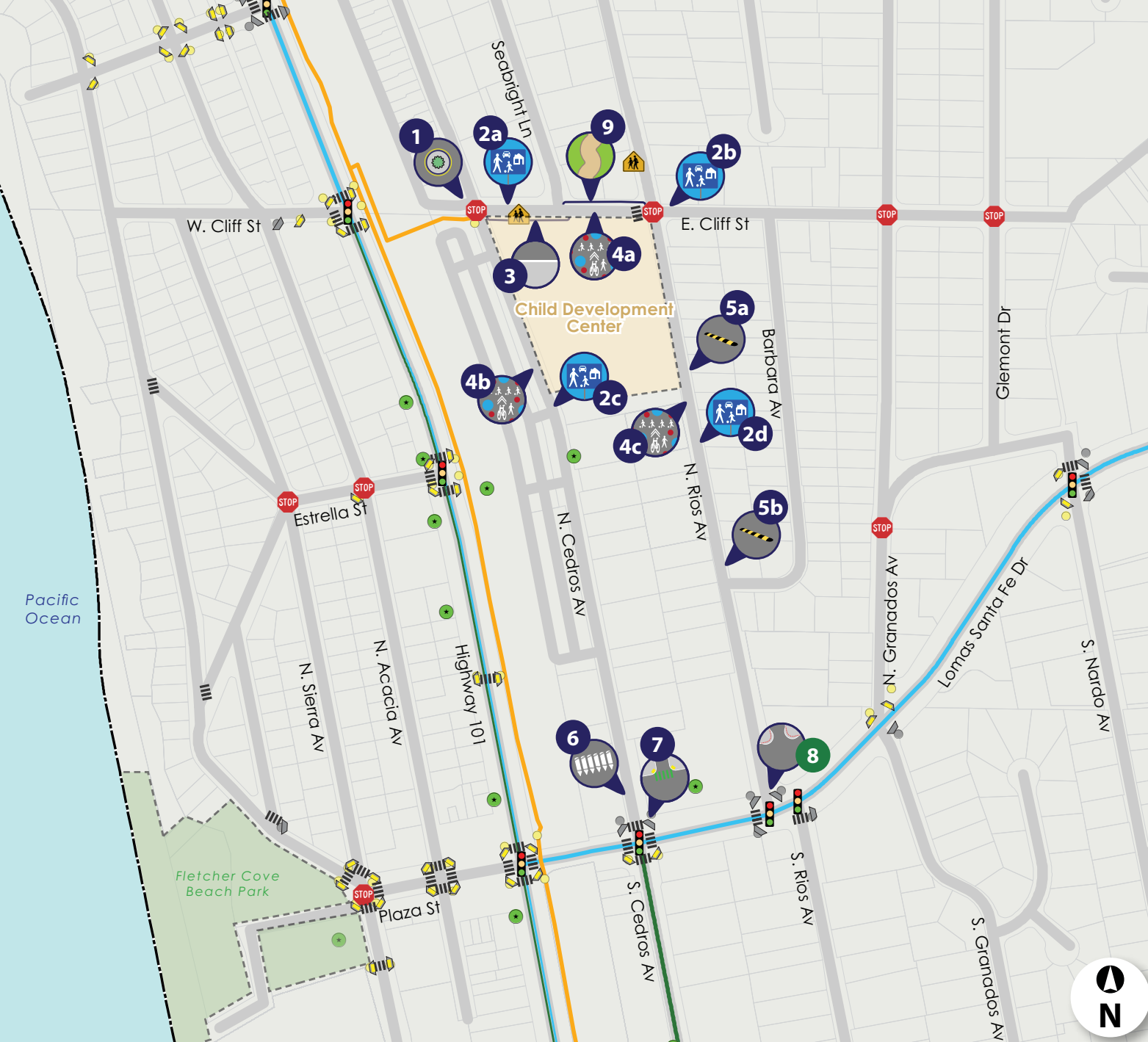
Existing Infrastructure

-  ADA Compliant Ramp
-  Ramp
-  Marked Crosswalk
-  All-Way Stop
-  Bike Parking
-  Traffic Signal
-  School Signage
-  School Site
-  Park
-  Class I Bike Path
-  Class II Bike Lane
-  Class III Bike Route

Recommendations

-  Consistent with Lomas Santa Fe Plan
-  1 Install Neighborhood Traffic Circle
-  2 Install Slow School Street Signage
-  3 Construct Sidewalk with Curb & Gutter
-  4 Implement Slow School Street Pavement Markings
-  5 Construct Speed Hump
-  6 Design Decorative Crosswalk
-  7 Install Conflict Paint
-  8 Construct Curb Extension
-  9 Construct DG Path

Feature	Qt./Mi.
Neighborhood Traffic Circle	1
Slow School Street Signage	3
Sidewalk w/C&G	0.04 miles
Slow School Street Pavement	0.32 miles
Speed Hump	2
Decorative Crosswalk	1
Conflict Paint	1
Curb Extension	2
Decomposed Granite Path	0.04 miles



Child Development Center - SRTS Recommendations