

CITY OF SOLANA BEACH

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



AGENDA

Joint REGULAR Meeting

Wednesday, June 14, 2017 * 6:00 P. M.

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

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

PUBLIC MEETING ACCESS

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

AGENDA MATERIALS

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

SPEAKERS

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

AMERICAN DISABILITIES ACT TITLE 2

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

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

CITY COUNCILMEMBERS

Mike Nichols, Mayor

Ginger Marshall, Deputy Mayor

David A. Zito, Councilmember

Jewel Edson, Councilmember

Judy Hegenauer, Councilmember

Gregory Wade
City Manager

Johanna Canlas
City Attorney

Angela Ivey
City Clerk

SPEAKERS:

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

READING OF ORDINANCES AND RESOLUTIONS:

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

CALL TO ORDER AND ROLL CALL:

CLOSED SESSION REPORT: (when applicable)

FLAG SALUTE:

APPROVAL OF AGENDA:

PROCLAMATIONS/CERTIFICATES: *Ceremonial
None at the posting of this agenda*

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

1. Stevens Project Update

ORAL COMMUNICATIONS:

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

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.7.)

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

A.1. Minutes of the City Council.

Recommendation: That the City Council

1. Approve the Minutes of the City Council Meetings held April 26, 2017.

[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 May 6, 2017 through May 26, 2017.

[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 2016-2017 Changes. (File 0330-30)

Recommendation: That the City Council

1. Receive the report listing changes made to the Fiscal Year 2016-2017 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. Work Plan Fiscal Year 2017-2018. (File 0410-08)

Recommendation: That the City Council

1. Consider and adopt the final Fiscal Year 2017-2018 Work Plan.

[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. Investment Policy. (File 0350-30)

Recommendation: That the City Council

1. Adopt **Resolution 2017-093** approving the City's Investment Policy for FY 2017-18.

[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. Pedestrian Pathway Improvements, Notice of Completion. (File 0820-20)

Recommendation: That the City Council

1. Adopt **Resolution 2017-090**:
 - a. Authorizing the City Council to accept as complete the Pedestrian Pathway Improvements, Bid 2016-03, constructed by PAL General Engineering.
 - b. Authorizing the City Clerk to file a Notice of Completion.

[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. General Fund for the Fiscal Year 2016-17 Appropriation of Funds for Transfer to the City CIP Fund and Related Revenue Adjustments. (File 0340-45)

Recommendation: That the City Council

1. Adopt **Resolution 2017-094** revising appropriations in the Fiscal Year 2016-17 Budget.

[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.

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.2.)

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 designees for a private development/business project, for which the public hearing is being held, is allotted a total of fifteen minutes to speak, as per SBMC 2.04.210. A portion of the fifteen minutes may be saved to respond to those who speak in opposition. All other speakers have three minutes each. Please be aware of the timer light on the Council Dais.

B.1. Budget Adoption for Fiscal Years 2017-2018 and 2018-2019. (File 0330-30)

Recommendation: That the City Council

1. Adopt **Resolution 2017-095** approving a budget for Fiscal Year 2017-2018 and 2018-2019.

[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: 223 Ocean St., Applicants: McBriar, Case: 17-16-24.(File 0600-40)

Recommendation: That the City Council

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 Development Review Permit (DRP) and administratively issue a Structure Development Permit (SDP). Therefore, Staff recommends that the City Council:

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.
2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt **Resolution 2017-091** conditionally approving a DRP and an SDP to construct a 1,605 square-foot, garage-level and main-level addition and construct a new 909 square-foot upper-level addition to an existing split-level, single-family residence with an attached, two-car garage and perform associated site improvements at 223 Ocean Street, Solana Beach.

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

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

C. STAFF REPORTS: (C.1. - C.5.)

Submit speaker slips to the City Clerk.

C.1. Marine Safety Center Feasibility Needs Assessment Study Final Report. (File 0730-30)

Recommendation: That the City Council

1. Receive the Fletcher Cove Marine Safety Center Feasibility/Needs Assessment Study prepared by Stephen Dalton Architects and provide direction to Staff as may be 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.

C.2. TRAKiT Land Management and Permit Streamlining Software and MyCommunity Mobile App Implementation and Purchase of Annual Subscription. (File 0600-05)

Recommendation: That the City Council

1. Adopt **Resolution 2017-086** authorizing the City Manager to enter into an agreement with Superior, LLC to implement and purchase a subscription to TRAKiT land management and permit streamlining software and MyCommunity mobile app.

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

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C.3. This item was left blank.

C.4. Introduce (1st Reading) Ordinance 477 – Consideration of Subjecting the City of Solana Beach to the California Uniform Public Construction Cost Accounting Act (UPCCAA). (File 0370-28)

Recommendation: That the City Council

1. Consider the alternative bidding procedure in accordance with provisions of the California Uniform Public Construction Cost Accounting Act (UPCCAA). If so desired by the City Council to participate in UPCCAA, Staff recommends
 - a. Introduction of **Ordinance 477** adding Chapter 3.10 to the Municipal Code of the City of Solana Beach to provide information bidding procedures under the Uniform Public Construction Costs Account Act (Section 22000 Et Seq. of the Public Contract Code).
 - b. Adoption of **Resolution 2017-092** that details the formation of the Solana Beach Uniform Public Construction Cost Accounting Policies and Procedures.

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

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

C.5. Adopt (2nd Reading) Ordinance 478 to Prohibit the Establishment and Operation of all Commercial Marijuana Activities, Including Marijuana Cultivation, Processing, Delivery, and Dispensary Activities, in the City of Solana Beach. (File 0230-10)

Recommendation: That the City Council

1. Adopt (2nd reading) **Ordinance 478** prohibiting the delivery, cultivation and dispensing of all marijuana.

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

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

WORKPLAN COMMENTS:

Adopted June 8, 2016

COMPENSATION & REIMBURSEMENT DISCLOSURE:

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

COUNCIL COMMITTEE REPORTS:

Regional Committees: (outside agencies, appointed by this Council)

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

Standing Committees: (All Primary Members) (Permanent Committees)

- a. Business Liaison Committee – Zito, Edson.
- b. Highway 101 / Cedros Ave. Development Committee – Edson, Nichols.
- c. Fire Dept. Management Governance & Organizational Evaluation – Edson, Hegenauer
- d. I-5 Construction Committee – Zito, Edson.
- e. Parks and Recreation Committee – Nichols, Zito
- f. Public Arts Committee – Marshall, Hegenauer.
- g. School Relations Committee – Nichols, Hegenauer.

ADJOURN:

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 June 14, 2017 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 June 7, 2017 at 5:55 p.m. on the City Bulletin Board at the entrance to the City Council Chambers. Said meeting is held at 6:00 p.m., June 14, 2017, in the Council Chambers, at City Hall, 635 S. Highway 101, Solana Beach, California.

Angela Ivey, City Clerk
 City of Solana Beach, CA

UPCOMING CITIZEN CITY COMMISSION AND COMMITTEE MEETINGS:

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

- **Budget & Finance Commission**
Thursday, June 15, 2017, 6:30 p.m. (City Hall)
- **Climate Action Commission**
Wednesday, June 21, 2017, 5:30 p.m. (City Hall)
- **Parks & Recreation Commission**
Thursday, July 13, 2017, 4:00 p.m. (Fletcher Cove Community Center)
- **Public Arts Commission**
Tuesday, June 27, 2017, 5:30 p.m. (City Hall)
- **View Assessment Commission**
Tuesday, June 20, 2017, 6:00 p.m. (Council Chambers)

CITY OF SOLANA BEACH

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



MINUTES

Joint Meeting - Closed Session
Wednesday, April 26, 2017 * 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

Mike Nichols, Mayor

Ginger Marshall, Deputy Mayor

David A. Zito, Councilmember

Jewel Edson, Councilmember

Judy Hegenauer, Councilmember

Gregory Wade
City Manager

Johanna Canlas
City Attorney

Angela Ivey
City Clerk

CALL TO ORDER AND ROLL CALL:

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

Present: Mike Nichols, Ginger Marshall, David A. Zito, Jewel Edson, Judy Hegenauer
Absent: None
Also Present: Gregory Wade, City Manager
Johanna Canlas, City Attorney

Deputy Mayor Marshall arrived at 5:20 p.m.

PUBLIC COMMENT ON CLOSED SESSION ITEMS (ONLY):

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

CLOSED SESSION:

1. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6
Agency designated representative: Gregory Wade
Employee organizations: Miscellaneous Employees and Marine Safety Unit.

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

ACTION: No reportable action.

ADJOURN:

Mayor Nichols adjourned the meeting at 5:56 p.m.

Angela Ivey, City Clerk

Approved: _____

CITY OF SOLANA BEACH

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PUBLIC FINANCING AUTHORITY, & HOUSING AUTHORITY



MINUTES

Joint REGULAR Meeting

Wednesday, April 26, 2017 * 6:00 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.
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CITY COUNCILMEMBERS

Mike Nichols, Mayor

Ginger Marshall, Deputy Mayor

David A. Zito, Councilmember

Jewel Edson, Councilmember

Judy Hegenauer, Councilmember

Gregory Wade
City Manager

Johanna Canlas
City Attorney

Angela Ivey
City Clerk

CALL TO ORDER AND ROLL CALL:

Mayor Nichols called the meeting to order at 6:02 p.m.

Present: Mike Nichols, Ginger Marshall, David A. Zito, Jewel Edson, Judy Hegenauer

Absent: None

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

CLOSED SESSION REPORT: (when applicable)

Johanna Canlas, City Attorney, stated that there was no reportable action.

FLAG SALUTE:

APPROVAL OF AGENDA:

Motion: Moved by Councilmember Zito and second by Deputy Mayor Marshall. **Approved 5/0.** Motion carried unanimously.

PRESENTATIONS: Ceremonial items that do not contain in-depth discussion and no action/direction and are not an official agenda records.

Alliance for Regional Solutions

Dana Bristol Smith, Executive Board Member, presented a PowerPoint (on file) reviewing their program.

Earth Week

Katy Zimmer, Solana Vista School Principal, said that the role of the student council member was planning, organizing and implementing Earth Week. Eleven Student Council Members presented comments on activities they had performed at school for Earth Week. Ms. Zimmer introduced Liz Schlicker, who assisted and oversaw the Student Council and helped them to grow to become leaders.

ORAL COMMUNICATIONS:

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

Douglas Alden presented a PowerPoint (on file) and said that BikeSolanaBeach received a grant from SANDAG to support their *Go by Bike* campaign which offered activities through May on smart, a bike to school day, a computer warm up ride, and a community joy ride.

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.

Council reported community announcements and events.

A. CONSENT CALENDAR: (Action Items) (A.1. - A.8.)

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

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

Recommendation: That the City Council

1. Ratify the list of demands for March 25, 2017 through April 7, 2017.

Item A.1. Report (click here)

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

Motion: Moved by Councilmember Zito and second by Councilmember Edson. **Approved 5/0.** Motion carried unanimously.

A.2. General Fund Adopted Budget for Fiscal Year 2016-2017 Changes. (File 0330-30)

Recommendation: That the City Council

1. Receive the report listing changes made to the Fiscal Year 2016-2017 General Fund Adopted Budget.

Item A.2. Report (click here)

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

Motion: Moved by Councilmember Zito and second by Councilmember Edson. **Approved 5/0.** Motion carried unanimously.

A.3. Replacement Vehicles for the Engineering/Public Works Department. (File 0370-26)

Recommendation: That the City Council

1. Adopt **Resolution 2017-056:**
 - a. Approving the purchase of a 2017 Ford C-Max Hybrid Sedan.
 - b. Approving the purchase of a 2017 Toyota RAV4 Hybrid Utility Vehicle.
 - c. Approving the purchase of a 2017 Chevrolet Colorado 2-Wheel Drive Pickup Truck.
 - d. Approving the purchase of a 2017 Chevrolet Colorado 4-Wheel Drive Pickup Truck.
 - e. Approving an appropriation of \$118,600 from the Asset Replacement Reserve Fund for Public Works into the fund's vehicle expenditure account for the purchase of Staff vehicles.
 - f. Authorizing the City Treasurer to amend the FY 2016-2017 Adopted Budget accordingly.

Item A.3. Report (click here)

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Motion: Moved by Councilmember Zito and second by Councilmember Edson. **Approved 5/0.** Motion carried unanimously.

A.4. Skate Park at La Colonia Park Design Adjustment of Appropriation of Funds for Professional Services Agreement with Van Dyke Landscape Architects. (File 0720-30)

Recommendation: That the City Council

1. Adopt **Resolution 2017-048:**
 - a. Appropriating \$45,000 in the Public Improvement Grant CIP fund to the Skate Park at La Colonia Park project and reducing by the same amount the appropriation made on March 22, 2017 to the project from the Reserve in the City CIP fund set aside for the Skate Park element of the Master Plan.
 - b. Authorizing the City Treasurer to amend the FY 2016/17 Adopted Budget accordingly.

Item A.4. Report (click here)

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Motion: Moved by Councilmember Zito and second by Councilmember Edson. **Approved 5/0.** Motion carried unanimously.

A.5. La Colonia Community Center Exterior Painting Project, Bid No. 2017-01. (File 0720-30)

Recommendation: That the City Council

1. Adopt **Resolution 2017-052:**

- a. Accepting the bid submitted by Lunar Painting in the amount of \$15,775 for the La Colonia Community Center Exterior Painting Project, Bid No. 2017-01.
- b. Authorizing an amount of \$1,600 for construction contingency.
- c. Authorizing the City Manager to execute the construction contract on behalf of the City.
- d. Authorizing the City Manager to approve cumulative change orders up to the construction contingency amount

Item A.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 Zito and second by Councilmember Edson. **Approved 5/0.** Motion carried unanimously.

A.6. City Hall Shingle Roof Replacement Project, Bid No. 2017-02. (File 0710-30)

Recommendation: That the City Council

1. Adopt **Resolution 2017-053:**

- a. Accepting the bid submitted by C & I Roofing Company in the amount of \$8,399 for City Hall Shingle Roof Replacement Project, Bid No. 2017-02.
- b. Authorizing an amount of \$1,000 for construction contingency.
- c. Authorizing the City Manager to execute the construction contract on behalf of the City.
- d. Authorizing the City Manager to approve cumulative change orders up to the construction contingency amount.
- e. Appropriating \$2,000 in the City CIP fund to the City Hall Deferred Maintenance and Repair Project from City CIP fund reserves.
- f. Authorizing the City Treasurer to amend the FY 2016/17 Adopted Budget accordingly.

Item A.6. Report (click here)

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Motion: Moved by Councilmember Zito and second by Councilmember Edson. **Approved 5/0.** Motion carried unanimously.

A.7. Destruction of Obsolete Records. (File 0170-50)

Recommendation: That the City Council

1. Adopt **Resolution 2017-061** authorizing the official destruction of obsolete records.

Item A.7. Report (click here)

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Motion: Moved by Councilmember Zito and second by Councilmember Edson. **Approved 5/0.** Motion carried unanimously.

A.8. Annual Audit Fiscal Year Ending June 30, 2017 to Engage the Firm of Lance, Soll & Lundhard, LLP. (File 0310-20)

Recommendation: That the City Council

1. Adopt **Resolution 2017-047** authorizing the City Manager to execute a professional services agreement with Lance, Soll & Lundhard, LLP for professional audit services for the Fiscal Year ending June 30, 2017.

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.

Motion: Moved by Councilmember Zito and second by Councilmember Edson. **Approved 5/0.** Motion carried unanimously.

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 designees for a private development/business project, for which the public hearing is being held, is allotted a total of fifteen minutes to speak, as per SBMC 2.04.210. A portion of the fifteen minutes may be saved to respond to those who speak in opposition. All other speakers have three minutes each. Please be aware of the timer light on the Council Dais.

B.1. Public Hearing: 306 Lynwood Ave., Applicant: Collopy, Case No: 17-17-11. (File 0600-40)

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 (Development Review Permit). 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 2017-060** conditionally approving a DRP to demolish an existing single family residence, construct a new, one-story, single-family residence with an attached two-car garage, and perform associated site improvements at 306 Lynwood Avenue, Solana Beach.

Item B.1. Report (click here)

B.1. Updated Report #1

B.1. Supplemental Documents - R

Gregory Wade, City Manager, introduced the item.

Katie Benson, Associate Planner, presented a PowerPoint (on file).

Council and Staff discussed how the permitting and fees were handled, that since there was a stop work order issued they would typically charge double the building permit fees for work without permits, but since the work was done with a permit and just went beyond the scope of the permit, it would not be assessed a double fee, and that the permit would have to come back for a revised plan submittal which would require a plan check fee.

Applicants:

Johnathan and Rebecca Collopy said they bought the house in January 2015, the home was a well-built 1,600 sq. ft., home erected in 1955, and that they lived in the home with the objective of assessing how best to rebuild it to fit their family needs. They said that since then they had started working with an architect and in the spring worked with City of Solana Beach to understand the possibilities of building on the property, that there were challenges and missteps over the past two years and the result was a one story that fit within the character of the neighborhood, minimized view impairments of others, increased the square footage of approximately 600 sq. ft., that they sought out neighbors' concerns, there was consensus for this plan, and that native drought tolerant landscaping would be used.

Architect, John Jensen continued stating that the idea was to have as little additional impact on the site as possible, using the entire existing foundation with only slightly adding to the front and back of the house, adding deck/patio on grade so it would not require a guardrail, which would have impeded the neighbor's view. He said that energy saving devices included all windows dual glazed, additional installation on the walls and the roof, anticipated solar panels, and added as much over hanging to the west and south sides to shade windows.

Council disclosures.

Public speaker

Cindi Clemons addressed the parking situation in her neighborhood and stated that she had safety issues with the 3 properties that were addressed at this meeting, that there were construction security fences all the way to the paved street which forced construction vehicles to park in the drive lanes of the paved street. She said that pedestrians were at risk and forced into the middle of the street around trucks that block the views of oncoming traffic and suggested that the City require that the construction security fences be restricted to placement at the property lines, instead of all the way down to the paved street. She said the second issue was the narrow shoulder or no shoulder at all around Lynwood specifically around construction sites. She asked that the City restrict construction parking to off street parking at the residence under construction or place a temporary restriction of one side only parking during construction.

Council and Staff discussed that there was a construction fencing issue in that area, that

pedestrian safety should be a priority over construction fencing, to consider temporary traffic control with signage, to look into it with traffic engineers and have a plan in place to move forward.

Gary Martin said he lived on N. Granados, that a new project doing demolition was across the street, they roped off this area with construction tape where vegetation had been removed and where the shoulder was, so no one could use it.

Motion: Moved by Deputy Mayor Marshall and second by Councilmember Zito to close the public hearing. **Approved 5/0.** Motion carried unanimously.

Motion: Moved by Councilmember Zito and second by Councilmember Edson. **Approved 5/0.** Motion carried unanimously.

B.2. Public Hearing: 426 N. Granados Ave., Applicant: Kakimoto, Case No: 17-16-34. (File 0600-40)

Recommendation: The proposed project meets the minimum objective requirements under the SBMC, is 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, 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 2017-041** conditionally approving a DRP to construct a new one-story, single family residence with a partially subterranean garage, fully subterranean basement level and rooftop deck located at 426 N. Granados 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.

Recusals: Mayor Nichols recused himself due to the project residing within 500 ft. of his property. Councilmember Hegenauer recused herself due to the project residing within 500 ft. of her property.

Gregory Wade, City Manager, introduced the item.

Regina Ochero, Assistant Planner presented a PowerPoint (on file).

Deputy Mayor Marshall opened the public hearing.

Council disclosures.

Applicants

William and Amy Kakimoto and their architect Tyler Van Stright, JLC, presented a PowerPoint (on file). Amy Kakimoto stated that they moved into their home in 2009 and their family had grown since then, that they were building a new family home to raise their children here, that they had minimized the view obstruction, that the project fit within the style of the neighborhood, that they had gone through 3 major design changes before approaching the City, they had made changes due to feedback from the neighbors, had maintained a single story house with a tucked under garage, a low pitch roof, which was a 1,600 ft. home, and low plants for landscaping.

Public Speakers

Jane Morton said that she lived down the street from this property and that this couple had reached out to all neighbors at least a year and a half ago, and had worked very hard to be sure they would not offend anyone. She said that her only concern was the water seeping out on the street, that there had been an intervention from the City, and that she hoped that if it happened again the City would intervene and find the source of the water.

Jack Hegenauer (time donated by Judy Hegenauer) said that their property touched the Kakimoto residence, that they were in support of the permit application, that they had been wonderful neighbors, and that the applicant went the extra mile to work with the neighbors. He said that their concern about a roof deck was regarding potential party venues on the roof deck and renters of Airbnb, that they addressed it with the applicant and the roof deck area was reduced to 8x15 feet, that they had each signed a comprehensive covenant and restriction agreement that would run with the land and would result in expensive penalties for violations of the agreements, that their personal reservations were totally mitigated, and that they strongly supported the proposed plans.

Gary Martin said that he lived north of the project, that the applicant was very interested in working with the neighbors, they were respectful and attentive to what was going on with the neighborhood and made sure the house fit within the neighborhood, that they had made it work with a one story structure and tucking under their garage, they picked a landscape that would not take out any ones views at its maturity, they were good about communicating with everyone, and that their hard work resulted in the neighborhood supporting the project.

Council and Applicant discussed construction fencing being outside of the public right-of-way to prevent issues with the surrounding area during construction.

Motion: Moved by Councilmember Zito and second by Councilmember Edson to close the public hearing. **Approved 3/0/2** (Recused: Nichols. Hegenauer). Motion carried.

Motion: Moved by Councilmember Zito and second by Councilmember Edson to approve and adding a condition that the construction fencing would have to be outside the public right-of-way area. **Approved 3/0/2** (Recused: Nichols. Hegenauer). Motion carried.

B.3. Public Hearing: 360 N. Granados Ave., Applicants: Arora/Aretz, Case No: 17-16-27. (File 0600-40)

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 (Development Review Permit) and administratively issue a SDP (Structure Development Permit). 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 2017-059** conditionally approving a DRP and an SDP to construct a new multi-level, single-family residence with an attached two-car garage, and basement, and perform associated site improvements at 360 North Granados 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.

Recusals: Mayor Nichols recused himself due to the project residing within 500 ft. of his property. Councilmember Hegenauer recused herself due to the project residing within 500 ft. of her property.

Gregory Wade, City Manager, introduced the item.

Katie Benson, Associate Planner, presented a PowerPoint (on file).

Council disclosures.

Deputy Mayor Marshall opened the public hearing.

Applicant

Amarpal Auro and Danielle Aretz said that they acquired the lot in 2013, that they were both raised in San Diego, had childhood memories within a 20 mile radius of Solana Beach, and have 2 sets of grandparents nearby for their 2 kids. They said that they hired architect Dean Meredith who went immediately to their neighbors to get the history of the lot and realized there had been proposed projects in the past, they wanted to make sure they understood the issues from the area in the past, they spent 3 years working with neighbors, put up two separate story poles before the official story poles, and tried to preserve viewing issues of the neighbors including modifying landscaping plans.

Dean Meredith, architect, presented a PowerPoint (on file) and that they met Gary Martin and learned about the history, they worked with the neighbors over time, moved pool equipment and put into a vault to mitigate noise, showed various views of the project, and thanked Staff, Council, and Gary Martin.

Public Speakers

Jane Morton said that she recently met the applicants, that she was pleased they were so determined, that the story poles frequently changed and now the final story poles were up and approved by the neighbors to the east, that she was thrilled with the architect setting a new standard in the neighborhood, and urged Council to approve the project.

Gary Martin said that he lived on N. Granados and had a long history with this property and prior developer, that there were many projects proposed on this property over the years which ignored character and views, but that the architect and applicants took a different approach and went around to neighbors first before designing, they respected the neighborhood, they figured out the views ahead of time, they put up sample story poles which allowed the neighborhood to make comments, and they have the house they want, the views were protected, and that it was going to be a huge benefit to the neighborhood.

Council and Staff discussed that the code allowed for 2 exceptions to a front and street side yard fence that was typically 3.5 ft., 1) being that it could go up an additional 2 ft. if it was 80% open to light and 2) it could go up to 5 ft. if it was pool fencing. She said the applicants were proposing a solid 5 ft. garden wall to comply with their pool fencing requirements,

Applicant rebuttal

Amarpal Auro and Danielle Aretz stated that they have thought about making 20% of the 5 ft. fence see through and they had no hesitation about going forward with this idea. Mr. Meredith, architect, stated that the pool was there because of south neighbor's concern with noise, which drove up the 5 ft. wall, that the landscape softened the wall, and that he would not hesitate to have the wall semi-open.

Council and the Architect discussed adding a condition regarding construction fencing on the property line so the public had the right-of-way available to them.

Motion: Moved by Councilmember Zito and second by Councilmember Edson to close the public hearing. **Approved 3/0/2** (Recused: Nichols. Hegenauer). Motion carried.

Motion: Moved by Councilmember Zito and second by Deputy Mayor Marshall to approve and add a condition to restrict the construction fencing to the property site rather than the right of way area. **Approved 3/0/2** (Recused: Nichols. Hegenauer). Motion carried.

Deputy Mayor Marshall recessed the meeting at 8:00 p.m.
Mayor Nichols reconvened the meeting at 8:05 pm

C. STAFF REPORTS: (C.1. - C.2.) *Submit speaker slips to the City Clerk.*

C.1. Fire Station Art and Landscaping Project Council Selection of the Preferred Proposal. (File 0910-41)

Recommendation: That the City Council

1. Approve **Resolution 2017-063:**

- a. Selecting a preferred proposal for a permanent art and landscaping project for the grass area in front of the Fire Station and authorizing the City Manager to negotiate and execute all necessary agreements.
- b. Appropriating \$70,000 from the Public Art Reserve in the Coastal Visitors TOT fund to the Public Arts expenditure account in the same fund.
- c. Authorizing the City Treasurer to amend the FY 2016/17 Adopted Budget accordingly.

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.

Gregory Wade, City Manager, introduced the item.

Dan King, Assistant City Manager, presented a PowerPoint (on file).

Council and Staff discussed that the 45 day public review comment period was intended for the preferred art piece, that the Council had some discretion to consider other submissions depending on the comments, that the Public Art Commission (PAC) and the Council Standing Committee determined that Naomi Nussbaum Art & Design proposal was not responsive because it did not include the landscape design and that the RFP (request for proposal) was very specific to include the art piece and landscape.

Jane Morton said that she was concerned about all three proposals, that the focus was on the ocean view, that the view down El Viento should be considered in order not to obstruct it.

Van Dyke Landscape Architects / Betsy Shultz - Fire Wall

Mitch Phillippe, President, and Betsy Schultz, Public Artist, presented a PowerPoint (on file) called Fire Wall.

Council and Presenters discussed the longevity and the maintenance of the art piece, that it was water resistance, that it would be very difficult to break it because it had a metal cage inside of it, that the firefighters provided a positive feedback, that the RFP limited the public use of the property per firefighters' request but that their conversations with the firefighters was that they welcomed the traffic in the area, that school kids come for a talk and that an area for them to sit would be beneficial, that the design can be modified, and that a mock up could be prepared for the public review period.

Council and Presented discussed that the lights were inside rather than outside lighting, that it did not cast light but was glow inside, the lights could have dimmers, the LED lights would have to be replaced every 4-5 years, the amphitheater would be an additional cost of \$27,000 which could be added later, and that the green was intended to be a low foot traffic walkable area as they received information from the firefighters.

Bret Reisdorf and Mike Swanson

Brett Reisdorf and Mike Swanson presented a PowerPoint (on file), and stated that they spoke with Captain Lorn about limiting a walk thru traffic, that art was a river bed drought tolerant with the whale tail, and that they had two options for whale tail designs, that native planting landscaping would be intended to be an abstract ocean water feel with a riverbed,

that there was no need for lighting, and that the sealant used was a repellent to any type of vandalism and would give a whale tail a thickness look of water.

Danny Salzhandler and Joy Lyndes (not present)

Danny Salzhandler presented a PowerPoint (on file) and stated that it would not obstruct any view, that it would not require any maintenance, and that it would be about 15 feet tall.

Council discussed the three proposals and consensus aligned with the PAC's selection and asked for a mock up to be included for a 45 day public comment/review period.

Councilmember Hegenauer said that she was instead in favor of starting the process over.

Motion: Moved by Mayor Nichols and second by Councilmember Edson. **Approved 4/0/1** to approve recommendation. (Abstain: Hegenauer). Motion carried unanimously.

C.2. Adopt (2nd Reading) Ordinance 476 - Open Space Preservation Zone. (File 0630-30)

Recommendation: That the City Council

1. Adopt (2nd Reading) **Ordinance 476** adding Chapter 17.42 of the Solana Beach Municipal Code establishing the Open Space/Preserve Zone.

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.

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

Motion: Moved by Councilmember Zito and second by Councilmember Edson. **Approved 5/0.** Motion carried unanimously.

WORKPLAN COMMENTS:

Adopted June 8, 2016

COMPENSATION & REIMBURSEMENT DISCLOSURE: None

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

COUNCIL COMMITTEE REPORTS:

Councilmembers reported Committee activities.

Regional Committees: (outside agencies, appointed by this Council)

- a. City Selection Committee (meets twice a year) – Nichols (Edson, alternate).
- b. County Service Area 17 – Marshall (Nichols, alternate).
- c. Escondido Creek Watershed Authority – Marshall/Staff (no alternate).

- d. League of Ca. Cities' San Diego County Executive Committee – Nichols (Edson, alternate) and any subcommittees.
- e. League of Ca. Cities' Local Legislative Committee – Nichols (Edson, alternate)
- f. League of Ca. Cities' Coastal Cities Issues Group (CCIG) – Nichols (Edson, alternate)
- g. North County Dispatch JPA – Marshall (Edson, alternate).
- h. North County Transit District – Edson (Nichols, alternate)
- i. Regional Solid Waste Association (RSWA) – Nichols (Hegenauer, alternate).
- j. SANDAG – Zito (Primary), Edson (1st alternate), Nichols (2nd alternate) and any subcommittees.
- k. SANDAG Shoreline Preservation Committee – Zito (Hegenauer, alternate).
- l. San Dieguito River Valley JPA – Hegenauer (Nichols, alternate).
- m. San Elijo JPA – Marshall, Zito (City Manager, alternate).
- n. 22nd Agricultural District Association Community Relations Committee – Marshall, Edson.

Standing Committees: (All Primary Members) (Permanent Committees)

- a. Business Liaison Committee – Zito, Edson.
- b. Highway 101 / Cedros Ave. Development Committee – Edson, Nichols.
- c. Fire Dept. Management Governance & Organizational Evaluation – Edson, Hegenauer
- d. I-5 Construction Committee – Zito, Edson.
- e. Parks and Recreation Committee – Nichols, Zito
- f. Public Arts Committee – Marshall, Hegenauer.
- g. School Relations Committee – Nichols, Hegenauer.

ADJOURN:

Mayor Nichols adjourned the meeting at 9:05 p.m.

Angela Ivey, City Clerk

Approved: _____



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: June 14, 2017
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- 05/06/17 through 05/26/17		
Check Register-Disbursement Fund (Attachment 1)		\$ 2,015,105.05
Retirement Payroll	May 15, 2017	9,539.00
Net Payroll	May 19, 2017	165,085.61
Federal & State Taxes	May 19, 2017	45,269.32
PERS Retirement (EFT)	May 19, 2017	39,845.41
<hr/>		
TOTAL		\$ <u>2,274,844.39</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 May 6, 2017 through May 26, 2017 reflects total expenditures of \$2,274,844.39 from various City funding sources.

WORK PLAN:

N/A

CITY COUNCIL ACTION: _____

OPTIONS:

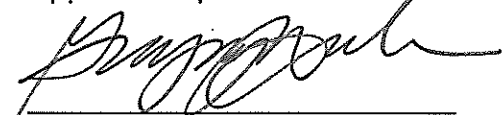
- Ratify the register of demands.
- Do not ratify and provide direction.

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

SELECTION CRITERIA: transact_ck_date between '20170506 00:00:00.000' and '20170526 00:00:00.000'
 ACCOUNTING PERIOD: 11/17

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	90111	05/11/17	1135	AFFORDABLE PIPELINE SERV	50900007700	G-SEWER CLEANING	0.00	1,000.00
1011	90111	05/11/17	1135	AFFORDABLE PIPELINE SERV	50900007700	E-SEWER CLENGG-10,564	0.00	4,753.80
1011	90111	05/11/17	1135	AFFORDABLE PIPELINE SERV	00165006520	H-STORM DRAIN MAINT	0.00	1,000.00
	TOTAL CHECK						0.00	6,753.80
1011	90112	05/11/17	1122	APPLE ONE, INC	00150005150	TEMP HELP PE 04/22	0.00	727.38
1011	90112	05/11/17	1122	APPLE ONE, INC	00150005150	TEMP HELP PE 04/29	0.00	1,185.36
	TOTAL CHECK						0.00	1,912.74
1011	90113	05/11/17	1561	CDW GOVERNMENT INC	00150005450	BATTERIES	0.00	27.93
1011	90114	05/11/17	108	DEL MAR BLUE PRINT COMPA	00155005550	2 HILLSIDE ZONING MAP	0.00	18.49
1011	90115	05/11/17	134	DIXIELINE LUMBER CO INC	00165006570	WRENCH/BOLT/DRILL BIT	0.00	23.99
1011	90115	05/11/17	134	DIXIELINE LUMBER CO INC	00165006570	SEYMOUR SHORT RINGS	0.00	4.64
1011	90115	05/11/17	134	DIXIELINE LUMBER CO INC	00165006570	CARPET CLEANER/BRUSH	0.00	9.91
1011	90115	05/11/17	134	DIXIELINE LUMBER CO INC	00165006520	SPRAY GUN FLUID	0.00	12.60
	TOTAL CHECK						0.00	51.14
1011	90116	05/11/17	94	ESGIL CORPORATION	00155005560	BLDG PRMT 04/17-04/21	0.00	3,650.64
1011	90116	05/11/17	94	ESGIL CORPORATION	00160006120	FIRE PRMT 04/17-04/21	0.00	1,160.35
	TOTAL CHECK						0.00	4,810.99
1011	90117	05/11/17	180	GRAINGER INC	00165006560	REPLCMNT BRUSH MECHAN	0.00	4.98
1011	90117	05/11/17	180	GRAINGER INC	00165006560	REPLCMNT BRUSH MECHAN	0.00	19.91
	TOTAL CHECK						0.00	24.89
1011	90118	05/11/17	1792	HARRIS & ASSOC. INC.	21355005550	1714.08/101 DAHL EIR	0.00	2,772.50
1011	90119	05/11/17	2928	HARVEY-MEYERHOFF CONSULT	21355005550	1714.20/959 GENEVIEVE	0.00	2,420.00
1011	90120	05/11/17	87	ISLA VERDE HOA	20575007530	LANDSCAPE MAINT-APR	0.00	425.00
1011	90121	05/11/17	191	NAPA AUTO PARTS INC	00165006560	GREASE/CORD/NUTDRIVE	0.00	80.68
1011	90122	05/11/17	4522	NISSHO OF CALIFORNIA	50999356510	9935 MAINLINE REPAIR	0.00	383.93
1011	90122	05/11/17	4522	NISSHO OF CALIFORNIA	00165006530	REPAIR LATERAL LINE	0.00	126.78
1011	90122	05/11/17	4522	NISSHO OF CALIFORNIA	00165006530	STREET LANDSCP SVC-MAR	0.00	1,014.83
1011	90122	05/11/17	4522	NISSHO OF CALIFORNIA	00165006560	PRKS LANDSCP SVC-MAR	0.00	10,779.76
1011	90122	05/11/17	4522	NISSHO OF CALIFORNIA	00165006570	PUBFAC LANDSCP SVC-MAR	0.00	2,175.37
1011	90122	05/11/17	4522	NISSHO OF CALIFORNIA	20375007510	MID#33 LANDSCP SVC-MAR	0.00	2,527.43
1011	90122	05/11/17	4522	NISSHO OF CALIFORNIA	20875007580	CRT LANDSCP SVC-MAR	0.00	2,711.99
1011	90122	05/11/17	4522	NISSHO OF CALIFORNIA	20375007510	MID#33 SVC-MAR	0.00	524.08
	TOTAL CHECK						0.00	20,244.17
1011	90123	05/11/17	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1716.45/435-439 CEDRO	0.00	250.00
1011	90123	05/11/17	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1715.41/335 S RIOS	0.00	250.00
1011	90123	05/11/17	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1714.08/343 HWY 101	0.00	250.00
1011	90123	05/11/17	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1717.02/980 AVOCADO#7	0.00	250.00
1011	90123	05/11/17	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1716.30/635 CANYON	0.00	250.00
1011	90123	05/11/17	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1716.45/435-439 CEDRO	0.00	250.00
1011	90123	05/11/17	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1715.03/738 CASTROS	0.00	250.00

PENTAMATION
DATE: 05/25/2017
TIME: 14:28:19
CITY OF SOLANA BEACH, CA
CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date between '20170506 00:00:00.000' and '20170526 00:00:00.000'
ACCOUNTING PERIOD: 11/17

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	DESCRIPTION	SALES TAX	AMOUNT
1011	90123	05/11/17	4797	PAMELA ELLIOFT LANDSCAPE	21355005550	1716.29/635 N GRANADO	0.00	250.00
1011	90123	05/11/17	4797	PAMELA ELLIOFT LANDSCAPE	21355005550	1716.30/635 CANYON DR	0.00	250.00
1011	90123	05/11/17	4797	PAMELA ELLIOFT LANDSCAPE	21355005550	1714.02/684 VIA DE LA	0.00	250.00
1011	90123	05/11/17	4797	PAMELA ELLIOFT LANDSCAPE	21355005550	1716.05/840 VERA ST	0.00	375.00
1011	90123	05/11/17	4797	PAMELA ELLIOFT LANDSCAPE	21355005550	1715.39/310 S RIOS	0.00	500.00
	TOTAL CHECK						0.00	3,375.00
1011	90124	05/11/17	86	SAN ELIJO HILLS II HOA	20775007550	LANDSCAPE MAINT-APR	0.00	6,550.00
1011	90125	05/11/17	88	SANTA FE HILLS HOA	20475007520	LANDSCAPE MAINT-APR	0.00	12,250.00
1011	90126	05/11/17	141	SANTA FE IRRIGATION DIST	00165006520	MTR#18473 04/01-05/01	0.00	167.31
1011	90126	05/11/17	141	SANTA FE IRRIGATION DIST	00165006520	MTR#18473 04/01-05/01	0.00	501.92
1011	90126	05/11/17	141	SANTA FE IRRIGATION DIST	00165006560	GRP#1-10 03/02-05/01	0.00	2,438.09
1011	90126	05/11/17	141	SANTA FE IRRIGATION DIST	00165006570	GRP#1-10 03/02-05/01	0.00	356.30
1011	90126	05/11/17	141	SANTA FE IRRIGATION DIST	00165006580	GRP#1-10 03/02-05/01	0.00	1,864.79
1011	90126	05/11/17	141	SANTA FE IRRIGATION DIST	00165006560	GRP#06-03 04/01-05/01	0.00	1,382.92
1011	90126	05/11/17	141	SANTA FE IRRIGATION DIST	00165006560	M#15370042 03/02-5/01	0.00	255.56
1011	90126	05/11/17	141	SANTA FE IRRIGATION DIST	00165006570	M#7688798 03/02-05/01	0.00	97.92
1011	90126	05/11/17	141	SANTA FE IRRIGATION DIST	20375007510	M#13185146 03/02-5/01	0.00	319.83
1011	90126	05/11/17	141	SANTA FE IRRIGATION DIST	20475007520	GRP 6-01 04/01-05/01	0.00	3,164.21
1011	90126	05/11/17	141	SANTA FE IRRIGATION DIST	20475007520	GRP 7-12 04/01-05/01	0.00	640.67
	TOTAL CHECK						0.00	11,189.52
1011	90127	05/11/17	1073	SEASIDE HEATING & AIR CO	00165006570	REPLACED FUSE-CH	0.00	110.40
1011	90128	05/11/17	156	SHARP REES-STEALY MEDICA	00150005400	PRE-EMPLYNT SCREEN	0.00	914.00
1011	90129	05/11/17	31	SOLANA BEACH CHAMBER OF	25055005570	Q3 VISITOR CENTER	0.00	3,750.00
1011	90130	05/11/17	3066	SUMMIT ENVIRONMENTAL GRO	00155005550	PROF SVC APR	0.00	220.00
1011	90130	05/11/17	3066	SUMMIT ENVIRONMENTAL GRO	45999036190	9903 PROF SVC LCP-APR	0.00	5,060.00
1011	90130	05/11/17	3066	SUMMIT ENVIRONMENTAL GRO	45999266190	9926 PROF SVC SND-APR	0.00	1,100.00
	TOTAL CHECK						0.00	6,380.00
1011	90131	05/11/17	4465	SUN LIFE FINANCIAL	001	MAY 17 SUPP LIFE INS	0.00	267.10
1011	90131	05/11/17	4465	SUN LIFE FINANCIAL	001	MAY 17 LIFE & ADD INS	0.00	986.21
1011	90131	05/11/17	4465	SUN LIFE FINANCIAL	001	MAY 17 LTD	0.00	1,285.94
	TOTAL CHECK						0.00	2,539.25
1011	90132	05/11/17	5050	US BANK FBO CITY OF SOLA	001	ACT#001050993448 DEP	0.00	1,500,000.00
1011	90133	05/11/17	30	VERIZON WIRELESS-SD	00150005450	IT CELL 03/24-04/23	0.00	114.03
1011	90134	05/11/17	37	XEROX CORPORATION	00150005350	D95CP PLNG LEASE-APR	0.00	555.20
1011	90134	05/11/17	37	XEROX CORPORATION	00150005350	EXCSS COPIES3/21-4/22	0.00	108.91
	TOTAL CHECK						0.00	664.11
1011	90135	05/15/17	1512	WELLS FARGO BANK N.A.	652	LESS BOND FUND 06/01	0.00	-0.71
1011	90135	05/15/17	1512	WELLS FARGO BANK N.A.	65278007820	INT TERM BOND 06/01	0.00	34,865.00
1011	90135	05/15/17	1512	WELLS FARGO BANK N.A.	65278007820	INT ESCROW BOND 06/01	0.00	37,183.75
1011	90135	05/15/17	1512	WELLS FARGO BANK N.A.	65278007820	PRIN ESCROW BOND 6/01	0.00	45,000.00

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FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	90135	05/15/17	1512	WELLS FARGO BANK N.A.	65278007820	PRIN TERM BOND 06/01	0.00	45,000.00
TOTAL CHECK							0.00	162,048.04
1011	90136	05/18/17	2159	ADMINISTRATIVE SERVICES,	00170007100	DIAL-A-RIDE 04/13/17	0.00	36.00
1011	90137	05/18/17	834	ALLSTAR FIRE EQUIPMENT,	21460006120	CRDT-TURNOUT-WOOD	0.00	-2,212.62
1011	90137	05/18/17	834	ALLSTAR FIRE EQUIPMENT,	21460006120	TURNOUT-MEAD	0.00	2,256.93
TOTAL CHECK							0.00	44.31
1011	90138	05/18/17	5242	APEX APPLIANCE SERVICE I	00165006570	LC-FRIDGE MAINT	0.00	474.40
1011	90138	05/18/17	5242	APEX APPLIANCE SERVICE I	00165006570	LC- FREEZER MAINT	0.00	292.40
TOTAL CHECK							0.00	766.80
1011	90139	05/18/17	4832	AT&T CALNET 3	00150005450	9391012282 03/24-4/23	0.00	18.55
1011	90140	05/18/17	4832	AT&T CALNET 3	00150005450	9391012278 03/24-4/23	0.00	2,180.25
1011	90141	05/18/17	4832	AT&T CALNET 3	00150005450	9391053641 03/24-4/23	0.00	164.24
1011	90142	05/18/17	5244	BARBARA KOSTICK	001	RFND 1716.20/314 BARB	0.00	600.00
1011	90143	05/18/17	5029	BILL SMITH FOREIGN CAR S	00165006560	FRD F150-OIL & FILTER	0.00	33.62
1011	90143	05/18/17	5029	BILL SMITH FOREIGN CAR S	50900007700	DAKOTA-OIL/FILTR/MAINT	0.00	181.71
TOTAL CHECK							0.00	215.33
1011	90144	05/18/17	2424	BJ'S RENTALS	00165006560	TILLER	0.00	71.85
1011	90145	05/18/17	2555	BOB HOFFMAN VIDEO PRODU	00150005450	COUNCL MTC-10/12-4/26	0.00	10,160.00
1011	90146	05/18/17	5243	BOB ZAJAC	001	RFND 1716.20 VW ASMNT	0.00	600.00
1011	90147	05/18/17	4967	RONALD BORROMEO	001	GREENBK-BORROMEO-5/5	0.00	-110.00
1011	90147	05/18/17	4967	RONALD BORROMEO	00165006520	GREENBK-BORROMEO-5/5	0.00	125.84
TOTAL CHECK							0.00	15.84
1011	90148	05/18/17	422	CITY OF SAN DIEGO, CITY	00160006120	AED SVCS 10/17-02/18	0.00	83.30
1011	90149	05/18/17	2631	CLEAN STREET	00165006550	STREET SWP-APR	0.00	3,173.00
1011	90150	05/18/17	693	CODE PUBLISHING COMPANY	00150005150	MUNI CODE UPDATE 4/21	0.00	830.50
1011	90151	05/18/17	5171	CORELOGIC SOLUTIONS, LLC	00155005550	PROPERTY PRO DATA	0.00	96.83
1011	90152	05/18/17	3902	CORODATA RECORDS MANAGEM	00150005150	REC DESTRUCTION-APR	0.00	109.25
1011	90153	05/18/17	55	COUNTY OF SAN DIEGO	00155005550	DOCUMENTS-MAP	0.00	2.00
1011	90154	05/18/17	2165	CULLIGAN OF SAN DIEGO	00160006170	DRKNG WTR SVC-MAY	0.00	38.00
1011	90155	05/18/17	218	DATATICKET INC.	00160006140	SSN REQUEST-APR	0.00	5.00
1011	90155	05/18/17	218	DATATICKET INC.	00160006140	PRKNG TCKT ADMIN-APR	0.00	1,052.51
TOTAL CHECK							0.00	1,057.51

CITY OF SOLANA BEACH, CA
CHECK REGISTER - DISBURSEMENT FUND

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FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	90156	05/18/17	4252	DEWEY PEST CONTROL INC	00165006570	PEST CNTRL--MAY	0.00	175.00
1011	90157	05/18/17	4218	DICK MILLER, INC	22093276510	9327 STRT IMP PE4/30	0.00	57,223.82
1011	90157	05/18/17	4218	DICK MILLER, INC	22093276510	9327 ST IMP RT PE4/30	0.00	3,011.78
1011	90157	05/18/17	4218	DICK MILLER, INC	22893276510	9327 STRT IMP PE4/30	0.00	10,054.80
1011	90157	05/18/17	4218	DICK MILLER, INC	22893276510	9327 ST IMP RT PE4/30	0.00	529.20
1011	90157	05/18/17	4218	DICK MILLER, INC	45993276510	9327 STRT IMP PE4/30	0.00	1,346.63
1011	90157	05/18/17	4218	DICK MILLER, INC	45993276510	9327 ST IMP RT PE4/30	0.00	70.88
1011	90157	05/18/17	4218	DICK MILLER, INC	220	9327 ST IMP RT PE4/30	0.00	-3,011.78
1011	90157	05/18/17	4218	DICK MILLER, INC	228	9327 ST IMP RT PE4/30	0.00	-529.20
1011	90157	05/18/17	4218	DICK MILLER, INC	459	9327 ST IMP RT PE4/30	0.00	68,625.25
TOTAL CHECK							0.00	
1011	90158	05/18/17	134	DIXIELINE LUMBER CO INC	00165006570	CR-BIT SET/LIGHT BLUBS	0.00	-29.07
1011	90158	05/18/17	134	DIXIELINE LUMBER CO INC	00165006570	SPRAY LUBRICANT	0.00	22.66
1011	90158	05/18/17	134	DIXIELINE LUMBER CO INC	00165006570	RPR FILLER/TAPE/KNIFE	0.00	31.66
1011	90158	05/18/17	134	DIXIELINE LUMBER CO INC	00165006570	LIGHT BULB/SPRY NOZEL	0.00	32.18
TOTAL CHECK							0.00	57.43
1011	90159	05/18/17	5058	EVERGREENCALI	45994076510	9407 CH STAIRCASE RPR	0.00	3,450.00
1011	90159	05/18/17	5058	EVERGREENCALI	45994076510	9407 CH STAIRCASE RPR	0.00	4,255.00
TOTAL CHECK							0.00	7,705.00
1011	90160	05/18/17	5124	JAMES HANCOCK	00160006120	S ENG SVC-HANCOCK-4/8	0.00	-50.00
1011	90160	05/18/17	5124	JAMES HANCOCK	00160006120	DRIVER OP 1B-HANCOCK	0.00	117.47
1011	90160	05/18/17	5124	JAMES HANCOCK	00160006120	S ENG SVC-HANCOCK-4/8	0.00	230.00
TOTAL CHECK							0.00	297.47
1011	90161	05/18/17	3517	CARSON HOGAN	001	FIRHSE WRLD-HOGAN	0.00	-375.00
1011	90161	05/18/17	3517	CARSON HOGAN	00160006120	FIRHSE WRLD-HOGAN	0.00	468.86
TOTAL CHECK							0.00	93.86
1011	90162	05/18/17	11	ICMA RETIREMENT TRUST-45	001	PD 05/19/17	0.00	8,544.75
1011	90163	05/18/17	3859	ICMA RETIREMENT TRUST-RH	001	ICMA PD 05/19/17	0.00	1,914.10
1011	90164	05/18/17	5249	JARED MCMASTER	00150005400	DOJ LIVESCAN	0.00	20.00
1011	90165	05/18/17	5098	JOSE GARCIA	00165006530	MILEAGE-05/09/17	0.00	34.24
1011	90166	05/18/17	5245	KIP BOATCHER	001	RFND 1716.20/314 BARB	0.00	600.00
1011	90167	05/18/17	99	LAWNOWNERS PLUS	00160006120	CHAINSAW-20IN	0.00	430.96
1011	90168	05/18/17	4157	LCI BACKHOE SERVICES	12050005460	CLM.1704-STRM DRN RPR	0.00	737.00
1011	90168	05/18/17	4157	LCI BACKHOE SERVICES	12050005460	CLM.1704-STRM DRN RPR	0.00	4,800.00
TOTAL CHECK							0.00	5,537.00
1011	90169	05/18/17	111	MISSION LINEN & UNIFORM	21100007600	LAUNDRY-PUB WORKS	0.00	1.58
1011	90169	05/18/17	111	MISSION LINEN & UNIFORM	50900007700	LAUNDRY-PUB WORKS	0.00	6.32
1011	90169	05/18/17	111	MISSION LINEN & UNIFORM	00165006520	LAUNDRY-PUB WORKS	0.00	7.10

CITY OF SOLANA BEACH, CA
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FUND - 001 - GENERAL FUND

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1011	90169	05/18/17	111	MISSION LINEN & UNIFORM	00165006560	LAUNDRY-PUB WORKS	0.00	7.11
1011	90169	05/18/17	111	MISSION LINEN & UNIFORM	00165006530	LAUNDRY-PUB WORKS	0.00	12.64
	TOTAL CHECK						0.00	34.75
1011	90170	05/18/17	4708	MUNICIPAL EMERGENCY SERV	00160006120	SCBA REPAIR	0.00	71.25
1011	90171	05/18/17	5157	MUTT MITT	00165006520	3 MUTT-MITT CARTONS	0.00	126.07
1011	90172	05/18/17	5248	NICHOLLE KOHLS	00150005400	DOJ LIVESCAN	0.00	20.00
1011	90173	05/18/17	2396	MIKE NICHOLS	001	RFND 1716.20/314 BARB	0.00	600.00
1011	90174	05/18/17	4522	NISSHO OF CALIFORNIA	00165006530	STREET LNDS CP SVC-APR	0.00	1,033.87
1011	90174	05/18/17	4522	NISSHO OF CALIFORNIA	00165006560	PRKS LNDS CP SVC-APR	0.00	10,289.61
1011	90174	05/18/17	4522	NISSHO OF CALIFORNIA	00165006570	PUBFAC LNDS CP SVC-APR	0.00	199.83
1011	90174	05/18/17	4522	NISSHO OF CALIFORNIA	20375007510	MID#33 LNDS CP SVC-APR	0.00	1,729.77
1011	90174	05/18/17	4522	NISSHO OF CALIFORNIA	00165006570	PUBFAC LNDS CP SVC-APR	0.00	1,341.17
1011	90174	05/18/17	4522	NISSHO OF CALIFORNIA	20375007510	MID#33 LNDS CP SVC-APR	0.00	3,571.58
1011	90174	05/18/17	4522	NISSHO OF CALIFORNIA	00165006560	REPLACE VALVE	0.00	328.96
	TOTAL CHECK						0.00	18,494.79
1011	90175	05/18/17	50	OFFICE DEPOT INC	00150005350	RFND-FOLDERS	0.00	-7.85
1011	90175	05/18/17	50	OFFICE DEPOT INC	00155005550	FOLDERS/LABELS	0.00	38.01
	TOTAL CHECK						0.00	30.16
1011	90176	05/18/17	1008	PSC, LLC	00165006520	HHW-APR	0.00	768.80
1011	90177	05/18/17	1567	QUIKSILVER USA	25560006180	JR GRD UNIFORM-SHORT	0.00	304.51
1011	90177	05/18/17	1567	QUIKSILVER USA	25560006180	JR GRD UNIFORM-SHORT	0.00	1,304.54
1011	90177	05/18/17	1567	QUIKSILVER USA	25560006180	JR GRD UNIFORM-SHORT	0.00	6,112.65
1011	90177	05/18/17	1567	QUIKSILVER USA	25560006180	JR GRD UNIFORM-SHORT	0.00	146.34
	TOTAL CHECK						0.00	7,868.04
1011	90178	05/18/17	2260	REDFLEX TRAFFIC SYSTEMS,	00165006540	RED LIGHT CAMERA-APR	0.00	7,159.35
1011	90179	05/18/17	4080	JENNIFER REED	00150005350	ADMIN SVC-APR	0.00	402.75
1011	90180	05/18/17	5246	ROBERT MOLDENHAUER	001	RFND 1716.20/314 BARB	0.00	600.00
1011	90181	05/18/17	4681	RYAN PESTER	00160006120	SM ENG SVC-PESTER-4/8	0.00	-50.00
1011	90181	05/18/17	4681	RYAN PESTER	00160006120	SM ENG SVC-PESTER-4/8	0.00	230.00
	TOTAL CHECK						0.00	180.00
1011	90182	05/18/17	141	SANTA FE IRRIGATION DIST	00160006120	M#P004085 03/02-05/01	0.00	579.68
1011	90182	05/18/17	141	SANTA FE IRRIGATION DIST	00160006530	M#81967699 4/19-5/01	0.00	49.11
	TOTAL CHECK						0.00	628.79
1011	90183	05/18/17	153	SHELL FLEET MANAGEMENT	00160006120	CR EXEMPT TAX-MAR	0.00	-134.74
1011	90183	05/18/17	153	SHELL FLEET MANAGEMENT	00160006120	AUTO FUEL-MAR	0.00	1,474.05
	TOTAL CHECK						0.00	1,339.31
1011	90184	05/18/17	4281	SIEMENS INDUSTRY, INC	12050005460	CR.17.916 ST LGHT RLPC	0.00	9,900.00

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FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	DESCRIPTION	SALES TAX	AMOUNT
1011	90184	05/18/17	4281	SIEMENS INDUSTRY, INC	00165006540	TRAFFIC CALL OUT-APR	0.00	898.67
1011	90184	05/18/17	4281	SIEMENS INDUSTRY, INC	21100007600	ST LIGHT REPAIR-APR	0.00	1,957.60
1011	90184	05/18/17	4281	SIEMENS INDUSTRY, INC	00165006540	TRAFFIC SEGNL MNT-APR	0.00	974.40
TOTAL CHECK							0.00	13,730.67
1011	90185	05/18/17	13	SOLANA BEACH FIREFIGHTER	001	FD DUES PD 05/19/17	0.00	823.50
1011	90186	05/18/17	4842	SUPPLYWORKS, INC	00165006560	TRASH LINERS/RAGS	0.00	415.51
1011	90186	05/18/17	4842	SUPPLYWORKS, INC	00165006570	TRASH LINERS/RAGS	0.00	415.51
TOTAL CHECK							0.00	831.02
1011	90187	05/18/17	4606	T & T JANITORIAL, INC	00165006570	JANITORIAL SVC-APR	0.00	3,975.00
1011	90187	05/18/17	4606	T & T JANITORIAL, INC	00170007110	FCCC 03/11, 24, 26	0.00	210.00
TOTAL CHECK							0.00	4,185.00
1011	90188	05/18/17	5247	TACOS AND GORDITAS PARA	00165006510	PW ANNUAL LUNCHEON	0.00	106.25
1011	90188	05/18/17	5247	TACOS AND GORDITAS PARA	00165006520	PW ANNUAL LUNCHEON	0.00	106.25
1011	90188	05/18/17	5247	TACOS AND GORDITAS PARA	00165006530	PW ANNUAL LUNCHEON	0.00	106.25
1011	90188	05/18/17	5247	TACOS AND GORDITAS PARA	00165006560	PW ANNUAL LUNCHEON	0.00	106.25
TOTAL CHECK							0.00	425.00
1011	90189	05/18/17	5250	TINA & JULIAN KRINSKY	213	RFND-DVLPFR PASS-THRU	0.00	1,625.00
1011	90189	05/18/17	5250	TINA & JULIAN KRINSKY	001	RFND-PLANNING APP FEE	0.00	2,272.50
1011	90189	05/18/17	5250	TINA & JULIAN KRINSKY	001	RFND-ADMIN FEE	0.00	243.75
TOTAL CHECK							0.00	4,141.25
1011	90190	05/18/17	5197	TROUTMAN SANDERS LLP	00150005250	PROF SVC PE 03/31	0.00	6,562.50
1011	90191	05/18/17	5241	TUREK CONSTRUCTION	001	RFND EP3860/4148 GRAN	0.00	1,000.00
1011	90192	05/18/17	40	UNDERGROUND SVC ALERT OF	00165006510	DIG ALERT-APR	0.00	79.50
1011	90193	05/18/17	12	UNITED WAY OF SAN DIEGO	001	UNITED WY PD 05/19/17	0.00	70.00
1011	90194	05/18/17	2097	UT SAN DIEGO - NRTH COUN	00150005150	PUB HRNG-ORD #478	0.00	84.94
1011	90195	05/18/17	30	VERIZON WIRELESS-SD	00165006510	PW CELL 04/02-05/01	0.00	10.31
1011	90195	05/18/17	30	VERIZON WIRELESS-SD	00165006520	PW CELL 04/02-05/01	0.00	10.31
1011	90195	05/18/17	30	VERIZON WIRELESS-SD	21100007600	PW CELL 04/02-05/01	0.00	10.31
1011	90195	05/18/17	30	VERIZON WIRELESS-SD	50900007700	PW CELL 04/02-05/01	0.00	10.31
1011	90195	05/18/17	30	VERIZON WIRELESS-SD	00165006530	PW CELL 04/02-05/01	0.00	20.61
1011	90195	05/18/17	30	VERIZON WIRELESS-SD	00165006540	PW CELL 04/02-05/01	0.00	20.61
1011	90195	05/18/17	30	VERIZON WIRELESS-SD	00165006560	PW CELL 04/02-05/01	0.00	20.61
1011	90195	05/18/17	30	VERIZON WIRELESS-SD	00160006120	FIRE CELL 03/29-04/28	0.00	267.01
1011	90195	05/18/17	30	VERIZON WIRELESS-SD	00160006140	CODES CELL 03/29-4/28	0.00	39.48
TOTAL CHECK							0.00	409.56
1011	90196	05/18/17	178	VISTA PAINT CORPORATION	00165006570	WHITE PAINT-CH	0.00	30.83
1011	90196	05/18/17	178	VISTA PAINT CORPORATION	00165006570	FLATE WHITE/BRUSH-CH	0.00	153.77
1011	90196	05/18/17	178	VISTA PAINT CORPORATION	00165006570	SEMIGLOSS PAINT-CH	0.00	169.26
TOTAL CHECK							0.00	353.86

PENTAMATION
 DATE: 05/25/2017
 TIME: 14:28:19

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact_ck_date between '20170506 00:00:00.000' and '20170526 00:00:00.000'
 ACCOUNTING PERIOD: 11/17

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	90197	05/18/17	5019	TIFFANY WADE	00155005550	MILAGE 02/22-05/06	0.00	17.44
1011	90198	05/18/17	3723	WAGWORKS	00150005400	FSA ADMIN-APR	0.00	113.00
1011	90199	05/18/17	4844	WARWICK GROUP CONSULTANT	45099266190	9926 PROF SVC-APR	0.00	5,375.00
1011	90200	05/18/17	5091	WASHED OUT PRESSURE WASH	00160006170	PRSUR WSH LIFGRD TWRS	0.00	596.00
1011	90201	05/25/17	4786	12MILESOUT.COM	00150005450	COUNCIL WEB STRM-APR	0.00	800.00
1011	90202	05/25/17	4706	24 HOUR ELEVATOR, INC	00165006570	ELVTR MAINT-MAY	0.00	151.42
1011	90203	05/25/17	5137	ABLE PATROL & GUARD, INC	00170007110	FCCC SECURITY-APRIL	0.00	125.00
1011	90204	05/25/17	1122	APPLE ONE, INC	00150005150	TEMP HELP PE 05/06	0.00	969.84
1011	90204	05/25/17	1122	APPLE ONE, INC	00150005150	TEMP HELP PE 05/13	0.00	1,185.36
	TOTAL CHECK						0.00	2,155.20
1011	90205	05/25/17	4832	AT&T CALNET 3	00160006120	9391012280 03/24-4/23	0.00	313.85
1011	90206	05/25/17	4832	AT&T CALNET 3	00160006150	9391012275 03/24-4/23	0.00	164.24
1011	90207	05/25/17	4171	AVENET, LLC	00150005450	WEB HOST PE 5/31/18	0.00	1,000.00
1011	90208	05/25/17	2975	BABI-KINI/MICHELSON INC	25560006180	JG PATCH SEWING	0.00	149.04
1011	90212	05/25/17	1914	US BANK	25055005570	EGG HUNT-SUPPLIES	0.00	32.29
1011	90212	05/25/17	1914	US BANK	00160006170	TRAILER JACK-PWC	0.00	32.30
1011	90212	05/25/17	1914	US BANK	00150005450	CONSTANT CONTACT-APR	0.00	40.00
1011	90212	05/25/17	1914	US BANK	00160006170	EPOXY-BOARD REPAIR	0.00	40.50
1011	90212	05/25/17	1914	US BANK	00150005350	BLD PLN HLDK-CITY ATTN	0.00	53.86
1011	90212	05/25/17	1914	US BANK	00150005100	CLOSED SESSION-3/22	0.00	56.42
1011	90212	05/25/17	1914	US BANK	00165006570	VENT FAN MOTOR-FD	0.00	63.97
1011	90212	05/25/17	1914	US BANK	00160006170	TONER-MS	0.00	66.79
1011	90212	05/25/17	1914	US BANK	00160006120	LOG BOOKS	0.00	73.25
1011	90212	05/25/17	1914	US BANK	001	SDHM3.1-BORROMEO-5/25	0.00	75.00
1011	90212	05/25/17	1914	US BANK	00160006120	BATTERY PACK	0.00	75.17
1011	90212	05/25/17	1914	US BANK	25055005570	EGG HUNT-PINATAS	0.00	75.40
1011	90212	05/25/17	1914	US BANK	00150005450	HARD DRIVE	0.00	79.99
1011	90212	05/25/17	1914	US BANK	00165006510	APWA-GLDBG/SMMK-5/11	0.00	80.00
1011	90212	05/25/17	1914	US BANK	00165006570	6 GRABBERS	0.00	89.94
1011	90212	05/25/17	1914	US BANK	001	PAVOLAS-HOTEL-5/20	0.00	90.19
1011	90212	05/25/17	1914	US BANK	13550005450	MICROPHONE	0.00	91.63
1011	90212	05/25/17	1914	US BANK	00150005400	SR CODE RECRUIT LUNCH	0.00	93.33
1011	90212	05/25/17	1914	US BANK	00160006150	CERT-REFRESHMENTS	0.00	93.89
1011	90212	05/25/17	1914	US BANK	00155005550	DESK HUTCH	0.00	96.87
1011	90212	05/25/17	1914	US BANK	00150005150	DROPTON SUB-4/17-4/18	0.00	99.00
1011	90212	05/25/17	1914	US BANK	25055005570	EGG HUNT-TOYS	0.00	102.22
1011	90212	05/25/17	1914	US BANK	25055005570	EGG HUNT-TOYS	0.00	107.74
1011	90212	05/25/17	1914	US BANK	25055005570	EGG HUNT-TOYS	0.00	108.19
1011	90212	05/25/17	1914	US BANK	001	GREENBK-BORROMEO-5/5	0.00	110.00
1011	90212	05/25/17	1914	US BANK	00150005150	COLOR PAPER/ENVELOPES	0.00	118.97

CITY OF SOLANA BEACH, CA
CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact_ck_date between '20170506 00:00:00.000' and '20170526 00:00:00.000'
ACCOUNTING PERIOD: 11/17

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	DESCRIPTION	SALES TAX	AMOUNT
1011	90212	05/25/17	1914	US BANK	25055005570	EGG HUNT-TOYS	0.00	122.84
1011	90212	05/25/17	1914	US BANK	25055005570	EGG HUNT REFRESHMENTS	0.00	125.90
1011	90212	05/25/17	1914	US BANK	00160006170	CPR/1ST AID REFRESHER	0.00	171.00
1011	90212	05/25/17	1914	US BANK	001	PAVOLAS-HOTEL-5/20	0.00	180.40
1011	90212	05/25/17	1914	US BANK	001	EDSON-LEADSH-6/30	0.00	195.00
1011	90212	05/25/17	1914	US BANK	00170007110	FLASHLIGHT-LA COLONIA	0.00	6.78
1011	90212	05/25/17	1914	US BANK	00150005250	CLOSED SESSION-4/12	0.00	6.99
1011	90212	05/25/17	1914	US BANK	00150005200	CLOSED SESSION-4/12	0.00	7.25
1011	90212	05/25/17	1914	US BANK	27060006120	MED SUPPLY-CHARGE CBL	0.00	7.49
1011	90212	05/25/17	1914	US BANK	00160006170	DISH RACK	0.00	8.39
1011	90212	05/25/17	1914	US BANK	00150005450	HOSTING DOMAINS-APR	0.00	9.95
1011	90212	05/25/17	1914	US BANK	00150005200	BIRTHDAY CARDS	0.00	10.75
1011	90212	05/25/17	1914	US BANK	00150005200	CLOSED SESSION-3/22	0.00	11.50
1011	90212	05/25/17	1914	US BANK	00150005250	CLOSED SESSION-3/22	0.00	11.50
1011	90212	05/25/17	1914	US BANK	00160006170	TRAILER TIE DOWNS	0.00	12.85
1011	90212	05/25/17	1914	US BANK	00165006510	APWA-GOLDBERG-4/13	0.00	15.00
1011	90212	05/25/17	1914	US BANK	00150005450	PHONE CORDS	0.00	15.49
1011	90212	05/25/17	1914	US BANK	00150005650	DOG BOWL FOR F.C.P.	0.00	16.15
1011	90212	05/25/17	1914	US BANK	00150005450	LABEL TAPE	0.00	18.85
1011	90212	05/25/17	1914	US BANK	25055005570	EGG HUNT-SUPPLIES	0.00	24.71
1011	90212	05/25/17	1914	US BANK	00150005100	WATERS FOR COUNCIL	0.00	25.77
1011	90212	05/25/17	1914	US BANK	00165006560	WALL STORAGE-CH	0.00	28.95
1011	90212	05/25/17	1914	US BANK	00150005100	CLOSED SESSION-4/12	0.00	31.03
1011	90212	05/25/17	1914	US BANK	25560006180	BOLT FOR UTF	0.00	1.64
1011	90212	05/25/17	1914	US BANK	25560006180	BATTERY	0.00	5.92
1011	90212	05/25/17	1914	US BANK	00150005150	PLANS HOLDER	0.00	43.09
1011	90212	05/25/17	1914	US BANK	00165006530	AMAZON PRIME-FW	0.00	106.67
1011	90212	05/25/17	1914	US BANK	00150005300	PYRLL LAW-THAYER-5/12	0.00	199.00
1011	90212	05/25/17	1914	US BANK	001	PYRLL LAW-KOSZEW-5/12	0.00	199.00
1011	90212	05/25/17	1914	US BANK	25055005570	EGG HUNT SUPPLIES	0.00	216.21
1011	90212	05/25/17	1914	US BANK	00150005570	PLN/DEV REPORT PUB	0.00	238.00
1011	90212	05/25/17	1914	US BANK	25055005570	EGG HUNT-SUPPLIES	0.00	295.06
1011	90212	05/25/17	1914	US BANK	00150005150	ADJUSTABLE WORK TABLE	0.00	322.44
1011	90212	05/25/17	1914	US BANK	00150005150	2 FILING CABINETS	0.00	324.31
1011	90212	05/25/17	1914	US BANK	001	EDSON-CNCL FORUM-6/28	0.00	375.00
1011	90212	05/25/17	1914	US BANK	001	PAVOLAS-FLIGHT-5/20	0.00	422.01
1011	90212	05/25/17	1914	US BANK	13550005450	PRINTER-FINANCE	0.00	482.33
1011	90212	05/25/17	1914	US BANK	00150005450	SERVER MAINTENANCE	0.00	522.60
1011	90212	05/25/17	1914	US BANK	00150005450	SERVER MAINTENANCE	0.00	522.60
1011	90212	05/25/17	1914	US BANK	00165006570	SOLAR SHADE	0.00	553.72
1011	90212	05/25/17	1914	US BANK	001	CLERK CONF-PAVOLAS	0.00	650.00
1011	90212	05/25/17	1914	US BANK	25560006180	JG PATCHES	0.00	764.00
1011	90212	05/25/17	1914	US BANK	00150005450	MALWARE SOFTWARE	0.00	1,206.75
TOTAL	CHECK						0.00	10,561.80
1011	90213	05/25/17	101	CAMEO PAPER & JANITORIAL	00160006170	TOWELS/LINERS/DISNFC	0.00	192.35
1011	90214	05/25/17	1561	CDW GOVERNMENT INC	00150005450	ACR PRO LICENSES	0.00	1,097.79
1011	90214	05/25/17	1561	CDW GOVERNMENT INC	00150005450	POWER SUPPLY	0.00	91.05
TOTAL	CHECK						0.00	1,188.84
1011	90215	05/25/17	4279	CITY PLACE PLANNING, INC	21355005550	1714.08 AAT SOLANA 101	0.00	770.00

CITY OF SOLANA BEACH, CA
CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date between '20170506 00:00:00.000' and '20170526 00:00:00.000'
ACCOUNTING PERIOD: 11/17

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	90216	05/25/17	3902	CORODATA RECORDS MANAGEM	001500005150	RECORDS STRG-APR	0.00	268.42
1011	90217	05/25/17	127	COX COMMUNICATIONS INC	001500005450	TV BRDCAST 5/10-06/09	0.00	1,160.75
1011	90218	05/25/17	2629	D & D DISPOSAL INC	00160006130	ANIMAL DISPOSAL-APR	0.00	65.00
1011	90219	05/25/17	108	DEL MAR BLUE PRINT COMPA	001650006510	3 LSF CORRIDOR STUDY	0.00	24.47
1011	90220	05/25/17	739	DEPARTMENT OF JUSTICE	001500005400	FINGERPRINT APPS-APR	0.00	256.00
1011	90221	05/25/17	5210	COUNTY OF SAN DIEGO	00160006140	PRKNG CITE ADMIN-APR	0.00	3,250.50
1011	90222	05/25/17	134	DIXIELINE LUMBER CO INC	001650006570	LIGHT PLATE	0.00	3.44
1011	90222	05/25/17	134	DIXIELINE LUMBER CO INC	001650006570	LIGHT RECEIPT/PLATE	0.00	13.98
1011	90222	05/25/17	134	DIXIELINE LUMBER CO INC	001650006540	BATTERIES	0.00	87.20
1011	90222	05/25/17	134	DIXIELINE LUMBER CO INC	001650006570	LIGHT SWITCH/RECEIPT	0.00	32.95
1011	90222	05/25/17	134	DIXIELINE LUMBER CO INC	001650006530	GLOVES/SHOVEL	0.00	36.18
TOTAL CHECK							0.00	173.75
1011	90223	05/25/17	331	EL CAMINO RENTAL	00160006170	FORKLIFT-LFGRD TWRS	0.00	586.62
1011	90224	05/25/17	94	ESGIL CORPORATION	00155005560	BLDG PRMT 02/19-02/25	0.00	1,184.26
1011	90224	05/25/17	94	ESGIL CORPORATION	00155005560	BLDG PRMT 04/22-04/28	0.00	8,997.13
1011	90224	05/25/17	94	ESGIL CORPORATION	00155005560	BLDG PRMT 05/01-05/07	0.00	9,628.53
1011	90224	05/25/17	94	ESGIL CORPORATION	00160006120	FIRE PRMT 02/19-02/25	0.00	152.68
1011	90224	05/25/17	94	ESGIL CORPORATION	00160006120	FIRE PRMT 04/22-04/28	0.00	1,614.14
1011	90224	05/25/17	94	ESGIL CORPORATION	00160006120	FIRE PRMT 05/01-05/07	0.00	1,661.02
TOTAL CHECK							0.00	23,237.76
1011	90225	05/25/17	223	FEDEX	00150005150	SHIPPING-04/06	0.00	76.38
1011	90225	05/25/17	223	FEDEX	00150005150	SHIPPING-04/03	0.00	101.26
1011	90225	05/25/17	223	FEDEX	00150005150	SHIPPING-3/20	0.00	101.68
TOTAL CHECK							0.00	279.32
1011	90226	05/25/17	1864	GDI GARAGE DOOR INSTALLA	00165006570	LFGRD GARAGE MAINTNC	0.00	423.00
1011	90227	05/25/17	2593	GOLDFARB & LIPMAN	00150005250	PROF SVC-APR 1575-7	0.00	193.50
1011	90228	05/25/17	4996	SUSAN M GRAHAM	001	RFND GP#298/684VIA DE	0.00	8,170.00
1011	90229	05/25/17	4166	HOGAN LAW APC	00150005250	GENERAL LEGAL-APR	0.00	130.00
1011	90230	05/25/17	2315	INFRASTRUCTURE ENGINEERI	50999356510	9935 RCLM WTR-PE 4/28	0.00	470.00
1011	90231	05/25/17	4572	KING OF THE PAINTERS CO	00165006570	FCCC PAINTING	0.00	995.00
1011	90232	05/25/17	172	LEE'S LOCK & SAFE INC	00165006560	RAIL TRL IRRGTN LOCK	0.00	37.08
1011	90233	05/25/17	3984	LEHIGH HANSON HEIDELBERG	00165006530	CLASS II RECYCLED	0.00	204.97
1011	90234	05/25/17	3526	LOUNSBERY FERGUSON ALTON	00150005250	LEGAL SVC - 03/31	0.00	700.00

CITY OF SOLANA BEACH, CA
CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck_date between '20170506 00:00:00.000' and '20170526 00:00:00.000'
ACCOUNTING PERIOD: 11/17

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	BUDGET UNIT	DESCRIPTION	SALES TAX	AMOUNT
1011	90235	05/25/17	MEDICAL EYE SERVICES	001	VISION - MAY	0.00	441.15
1011	90235	05/25/17	MEDICAL EYE SERVICES	001	EE# - MAY	0.00	9.03
1011	90235	05/25/17	MEDICAL EYE SERVICES	001	EE# - MAY	0.00	20.33
1011	90235	05/25/17	MEDICAL EYE SERVICES	001	EE# - MAY	0.00	-40.66
1011	90235	05/25/17	MEDICAL EYE SERVICES	00150005400	ROUNDING - MAY	0.00	-0.22
TOTAL CHECK						0.00	429.63
1011	90236	05/25/17	MISSION LINEN & UNIFORM	21100007600	LAUNDRY-PUB WORKS	0.00	1.56
1011	90236	05/25/17	MISSION LINEN & UNIFORM	50900007700	LAUNDRY-PUB WORKS	0.00	6.25
1011	90236	05/25/17	MISSION LINEN & UNIFORM	00165006560	LAUNDRY-PUB WORKS	0.00	7.03
1011	90236	05/25/17	MISSION LINEN & UNIFORM	00165006520	LAUNDRY-PUB WORKS	0.00	7.04
1011	90236	05/25/17	MISSION LINEN & UNIFORM	00165006530	LAUNDRY-PUB WORKS	0.00	12.50
TOTAL CHECK						0.00	34.38
1011	90237	05/25/17	NOSSAMAN LLP	00150005250	PROF SVC PE 04/30	0.00	1,228.50
1011	90238	05/25/17	OFFICE DEPOT INC	00150005400	TONER-HR	0.00	144.36
1011	90238	05/25/17	OFFICE DEPOT INC	00155005550	YELLOW PAPER	0.00	8.36
1011	90238	05/25/17	OFFICE DEPOT INC	00155005550	FACIAL TISSUE	0.00	11.73
1011	90238	05/25/17	OFFICE DEPOT INC	00155005560	DRY EREASE TOWELETTES	0.00	14.85
1011	90238	05/25/17	OFFICE DEPOT INC	00155005550	EXPAND FILE FOLDERS	0.00	258.54
1011	90238	05/25/17	OFFICE DEPOT INC	00155005550	SELF INK STAMPS	0.00	42.65
TOTAL CHECK						0.00	480.49
1011	90239	05/25/17	ONE DAY SIGNS	00165006540	FIESTA DE LA SOL SIGN	0.00	32.33
1011	90240	05/25/17	PARTNERSHIPS WITH INDUST	00165006570	TRASH ABTUNT PE04/30	0.00	1,102.63
1011	90241	05/25/17	PLACEWORKS, INC	21355005550	1714.20/959 GENEVIEVE	0.00	3,541.35
1011	90242	05/25/17	PREFERRED BENEFIT INS AD	001	DENTAL MAY 17	0.00	2,887.26
1011	90242	05/25/17	PREFERRED BENEFIT INS AD	001	EE# COBRA MAY 17	0.00	46.80
1011	90242	05/25/17	PREFERRED BENEFIT INS AD	001	EE# COBRA MAY 17	0.00	46.80
1011	90242	05/25/17	PREFERRED BENEFIT INS AD	001	BILLING ERROR MAY 17	0.00	64.99
1011	90242	05/25/17	PREFERRED BENEFIT INS AD	001	EE# COBRA MAY 17	0.00	84.00
1011	90242	05/25/17	PREFERRED BENEFIT INS AD	00150005400	ROUNDING MAY17	0.00	-0.07
1011	90242	05/25/17	PREFERRED BENEFIT INS AD	001	EE# TIMING MAY 17	0.00	-46.80
TOTAL CHECK						0.00	3,082.98
1011	90243	05/25/17	PRO PACIFIC BEE REMOVAL	00165006560	LCP-BEE EXTERMINATION	0.00	225.00
1011	90244	05/25/17	PURE FLO WATER-LC	00170007110	DRINK WATER-APR	0.00	5.69
1011	90245	05/25/17	JENNIFER REED	00150005350	ADMIN SVC-FEB	0.00	263.25
1011	90246	05/25/17	REGIONAL COMMS SYS, MS 0	00160006120	CAP CODE-APR	0.00	32.50
1011	90247	05/25/17	PITNEY BOWES - RESERVE A	00150005150	CITYWIDE POSTAGE	0.00	2,000.00
1011	90248	05/25/17	SHELL FLEET MANAGEMENT	00160006120	AUTO FUEL-APR	0.00	1,189.27
1011	90248	05/25/17	SHELL FLEET MANAGEMENT	00160006120	CR EXEMPT TAX-APR	0.00	-108.25

PENTAMATION
 DATE: 05/25/2017
 TIME: 14:28:19

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 11
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SELECTION CRITERIA: transact.ck_date between '20170506 00:00:00.000' and '20170526 00:00:00.000'
 ACCOUNTING PERIOD: 11/17

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK						0.00	1,081.02
1011	90249	05/25/17	5251 KEVIN SPANGLER	001	RFND 1716.20/314 BARB	0.00	600.00
1011	90250	05/25/17	282 SUN GRAPHICS INC	00155005560	CORRECTION NOTICE	0.00	522.59
1011	90251	05/25/17	4842 SUPPLYWORKS, INC	00165006570	32OZ PLSTC SPRY BOTTL	0.00	10.99
1011	90252	05/25/17	4606 T & T JANITORIAL, INC	00170007110	FCCC 04/08/17	0.00	70.00
1011	90253	05/25/17	1458 THE UNIFORM SPECIALIST	12050005460	CANNON-BOOTS	0.00	211.08
1011	90253	05/25/17	1458 THE UNIFORM SPECIALIST	00160006120	CANNON-BOOTS/PNT/SHRT	0.00	1,105.16
TOTAL CHECK						0.00	1,316.24
TOTAL CASH ACCOUNT						0.00	2,015,105.05
TOTAL FUND						0.00	2,015,105.05
TOTAL REPORT						0.00	2,015,105.05



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: June 14, 2017
ORIGINATING DEPT: Finance
SUBJECT: Report on Changes Made to the General Fund Adopted Budget for Fiscal Year 2016-2017

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 May 24, 2017.

DISCUSSION:

The following table reports the revenue, expenditures, and transfers for 1) the Adopted General Fund Budget approved by Council on June 8, 2016 (Resolution 2016-080) and 2) any resolutions passed by Council that amended the Adopted General Fund Budget.

GENERAL FUND - ADOPTED BUDGET PLUS CHANGES As of May 24, 2017					
Action	Description	Revenues	Expenditures	Transfers from GF	Net Surplus
Reso 2016-080	Adopted Budget	16,512,500	(16,148,700)	(350,800) (1)	\$ 13,000
Reso 2016-112	Qtr-Year Budget Adjustments	-	130,700	76,900 (2)	220,600
Reso 2017-029	Mid-Year Budget Adjustments	350,000	(311,200)	(29,000) (3)	230,400
(1)	Transfers to:				
	Debt Service for Public Facilities		153,300		
	City CIP Fund		152,500		
	Asset Replacement		45,000	350,800	
(2)	Transfer from:				
	City CIP Fund			(76,900)	
(3)	Transfer to:				
	City CIP Fund			29,000	

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA

COUNCIL ACTION:

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 2016-2017 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: June 14, 2017
ORIGINATING DEPT: City Manager's Department
SUBJECT: City Council Adoption of Fiscal Year 2017/2018 Work Plan

BACKGROUND:

The Fiscal Year 2017/2018 Work Plan is a guiding document that includes all of the City Council's (Council) priority projects. The Fiscal Year 2017/2018 Work Plan focuses on four strategic priorities as the Council directs Staff on projects and programs: Community Character, Organizational Effectiveness, Environmental Sustainability and Fiscal Sustainability with the knowledge that all four areas of priority are important to the overall sustainability of the City.

This item is before Council to consider adopting the final FY 2017/2018 Work Plan based on the feedback received from the Council at the March 29, 2016 and May 10, 2017 Budget and Work Plan workshops.

DISCUSSION:

On March 29, 2017, the Council held a public workshop to discuss the draft Fiscal Year 2017/2018 Work Plan and to accept public comments. Also, at the public workshop, Council recommended changes to the draft Work Plan presented by City Staff. The revised Work Plan was then brought back to Council at the May 10, 2017 City Council meeting, where additional revisions were directed by the Council. The revisions (shown in italicized font) requested by Council at the May 10, 2017 public workshop are as follows:

- Community Character:
 - A) Land Use and Planning –
 - (6) Gateway/Harbaugh Trails Property -
 - Modified "Key Task" – Explore the creation of a Highway 101 east/west connection including the potential to install a new

CITY COUNCIL ACTION:

traffic signal/crosswalk *and/or an undercrossing under Highway 101.* (Nichols)

- Modified “Summary” – The SELC purchased the Gateway/Harbaugh Trails property on the north end of town, on the east side of Highway 101. The City will continue to work with the SELC and interested stakeholders to implement the trail and habitat restoration project on the property. Staff will engage the professional services of a traffic engineer to study the feasibility of an at-grade or *underground* pedestrian crossing at Highway 101. (Nichols)
- C) Unprioritized Community Character Issues –
 - Modified item – “Release RFP for potential affordable housing project on City Hall parking lot. (Housing Element requirement)” to *“Release RFP for potential development of a ‘horizontal mixed use development’ project on City Hall parking lot. (Housing Element requirement)”.* (Zito)
- Environmental Sustainability:
 - C) Unprioritized Environmental Sustainability Issues –
 - Added item – *“Develop a program for targeted Street Sweeping in high priority areas after major rain events.”* (Zito)
 - Added item – *“Develop an educational flyer for residents that live on or next to slopes on how to properly design and landscape slopes to protect them during storm events.”* (Nichols)
- Fiscal Sustainability:
 - C) CalPERS Future Liability –
 - (1) Proactively Pursue Measures to Reduce CalPERS Future Liabilities –
 - Added “Key Task” – *Consider the development of a Council Policy on funding the PARS Trust Fund.* (Marshall and Nichols)

There were also a few questions and comments made by Council Members that, while not included in this final draft Work Plan, should be addressed in this Staff Report. Councilmember Nichols asked Staff how much the City has collected in Ramp Fees for construction projects on the beach. Staff has confirmed that since 2010, the City has collected \$58,610. Councilmember Marshall asked if the sidewalk repairs for the neighborhoods east of Interstate 5 were included for next fiscal year, and Staff has confirmed that those repairs are included in the Capital Improvements Project budget for next fiscal year. Councilmember Marshall also requested that Staff reach out to our

County Supervisors office regarding the potential to put a dog park in the San Dieguito Park, which Staff will do.

Finally, there were two sections that were listed in the May 10, 2017 Draft Work Plan Staff Report that would most likely be updated as a result of actions that may occur between the May 10th Council Meeting and June 14th Council Meeting. The first section was the "Climate Action Key Tasks for FY 2017/2018" that was part of the "General Plan Update" Priority Item. The Climate Action Key Tasks were assembled in last year's Work Plan prior to the development of the City's Climate Action Plan (CAP). The City's CAP is now in the final stages of public review and the document is scheduled to go to Council for consideration either at the June 28, 2017 or July 12, 2017 City Council meeting. Therefore, the Climate Action Key Tasks have been removed from the General Plan Update Priority Item and a new "Implement Climate Action Plan" item has been added to the "Community-Wide Greenhouse Gas (GHG) Emission Reduction" Priority Item in the Environmental Sustainability section of the FY 2017/2018 Work Plan.

The second section identified in the May 10, 2017 Staff Report where anticipated modifications were likely to occur was in the "Develop and Implement a Community Choice Aggregation (CCA) Program" Priority Item. On May 24, 2017, the City Council authorized the City to enter into "Phase 1" of the CCA development with its selected consultant team. This Priority Item has been updated to reflect this action and represent the progress made and the "Key Tasks" were updated for the upcoming Fiscal Year.

The revised final Fiscal Year 2017/2018 Work Plan (Attachment 1) is now being brought back for final consideration for approval by the Council. The Fiscal Year 2016/2017 table of "Significant Accomplishments" has also been added to this final Work Plan.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

Funding for the projects contained in the Fiscal Year 2017/2018 Work Plan vary from project to project. Some of the projects have been budgeted for; while others do not currently have funding identified at this time. As with previous Work Plans, the FY 2017/2018 Work Plan includes estimated costs on the priority items.

WORK PLAN:

This is the adoption of the FY 2017/2018 Final Work Plan.

OPTIONS:

- Adopt the final Fiscal Year 2017/2018 Work Plan.
- Give direction to Staff on further modifications.

- Do not adopt the final Fiscal Year 2017/2018 Work Plan.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council consider and adopt the final Fiscal Year 2017/2018 Work Plan.

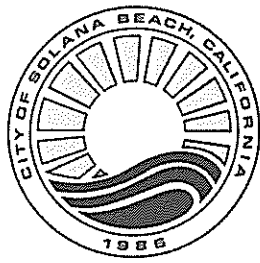
CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachment 1: Final Fiscal Year 2017/2018 Work Plan



CITY OF SOLANA BEACH WORK PLAN

FISCAL YEAR 2017-2018

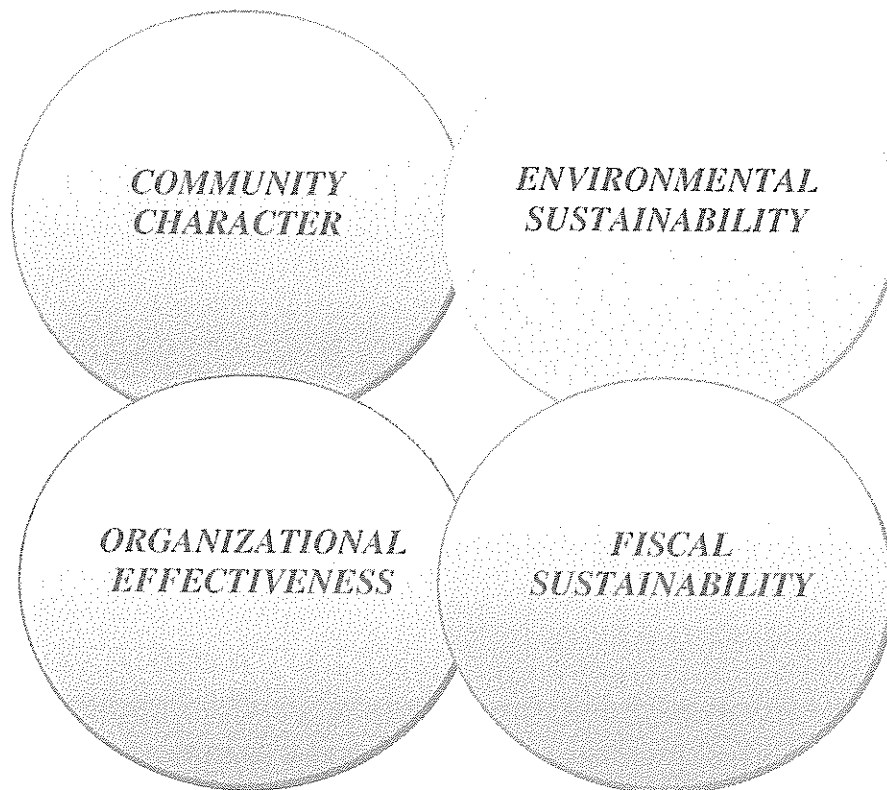


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CITY MANAGER'S REPORT
Overview/Current Trends

(TO BE INSERTED LATER)



MISSION STATEMENT

To have an efficient and effective City Government that works to balance fiscal sustainability while maintaining environmental sustainability, quality of life and community character.

STRATEGIC PRIORITIES

The following Strategic Priorities provide focus and direction regarding all service expectations for the city.

▪ **COMMUNITY CHARACTER**

Objective: To maintain the small town coastal community charm that respects our beachside setting with consideration for scenic views and scale of development; and to promote an outdoor lifestyle and walkable/pedestrian scale community supported by local businesses that foster both a neighborhood friendly ambience and tourism.

▪ **FISCAL SUSTAINABILITY**

Objective: To maintain a balanced operating budget and healthy capital improvement plan while providing outstanding customer service levels that maintain community character to the highest degree possible; and to maintain a threshold of sustainability on a three year forecast basis, with a goal of keeping the point of revenue and expenditure lines crossing at least three years out.

▪ **ORGANIZATIONAL EFFECTIVENESS**

Objective: To provide outstanding service and infrastructure maintenance that meets or exceeds the expectations of the community; and to promote a culture of learning and communication that ensures the community is well informed while providing a high level of confidence in local government.

▪ **ENVIRONMENTAL SUSTAINABILITY**

Objective: To reduce the City's environmental footprint and develop long-term environmental sustainability for the community. Reduce waste and reliance on single occupancy vehicles, conserve resources and promote sustainable building practices to create a positive community image and accept our social responsibility to ensure a viable future for Solana Beach and its residents.



FY 2017-2018 WORK PLAN PRIORITIES

COMMUNITY CHARACTER PRIORITIES

A. Land Use & Planning

1. General Plan Update (Timeframe: 12-36 Months)

FY Objective:

The City's first General Plan was originally adopted in 1988. Some of the elements of the General Plan (Land Use, Circulation, Noise, Housing, etc.) have been reviewed and revised individually over time.

In July 2010, the City Council established a General Plan Update (GPU) Ad-Hoc Committee consisting of Councilmembers Nichols and Campbell, Councilmember Campbell was later replaced with Councilmember Zito. In February 2011, City Council approved a phased approach to the update, which includes the Housing Element, Land Use Element, Circulation Element, Climate Action Plan, and programmatic environmental documents. The remaining required elements, and any optional elements the City Council chooses to undertake, are planned to be completed at a later date.

The draft Housing Element, with the modifications requested by the State Department of Housing and Community Development (HCD) and the associated Negative Declaration was adopted by the City Council on February 13, 2013. HCD certified the Housing Element on March 4, 2013. The Circulation and Land Use Elements were adopted by the City Council on November 19, 2014 and the Environmental Impact Report was certified at that same meeting. The City's remaining elements, Conservation and Open Space, Safety, Noise, and Economic Development are the next to be updated.

Now that the Circulation and Land Use Elements have been adopted, updates to the Municipal Code are required to reflect the changes in these elements, such as, community gardens and consideration of development standards for specific areas of the community. Programs will also need to be developed, in particular the traffic impact fee that is identified in the Circulation Element.

The Climate Action Plan (CAP) continues to be developed and is anticipated to be adopted in the 2017-2018 Fiscal Year. The City Council established a Climate Action Commission (CAC) in October 2015. The CAC held its first meeting on March 2, 2016. The CAC is expected to provide meaningful input and guidance on the preparation of a CAP that reflects the values of the citizens of Solana Beach. The CAP is being developed outside, but alongside, the General Plan Update to allow for more flexibility in continuous assessment and modifications needed for a successful implementation of a CAP. The CAP is discussed in more detail in the Environmental Sustainability section of this Work Plan.



Key Policy Development and General Plan Update Tasks for Fiscal Year 2017/2018:

- Develop Traffic Impact Fee (TIF) program and fee schedule.
- Evaluate possible code changes to accommodate community gardens.
- Revise the SBMC to ensure apartment conversion to condominiums meet current standards for the construction of new condominiums.
- Evaluate the existing development standards for other areas of the community, including Eden Gardens.
- Evaluate possible code changes that accommodate outdoor dining/sidewalk cafes.
- Evaluate possible code changes that accommodate live/work units.
- Revise SBMC to require a biological study for proposed development located near an environmentally sensitive habitat area.
- Evaluate need to increase guest parking requirements for multi-unit and mixed-use projects.
- Revise SBMC to require exterior universal design standards (ADA) to the extent feasible
- Develop a multi-modal performance indicator program to periodically evaluate the City's transportation system.
- Develop a program to measure and monitor changes in active transportation/travel.
- Develop guidelines for new private driveways so as not to pose a traffic hazard, including consolidating driveways.
- Establish designated truck routes.
- Revise the SBMC to allow for a reduction in requirements for existing buildings that change uses and cannot accommodate current parking standards
- Provide guidelines for new development and redevelopment to locate off-street parking facilities behind storefronts.
- Evaluate requirement for new development and redevelopment to provide fair share contributions towards public facilities, services, and infrastructure. Implement key circulation/roadway projects and implementation strategies in the City.

Estimated Costs (Multi-year Project): A nexus and fee study is required to be conducted for the Traffic Impact Fee Program and will cost \$85,000. An estimate of cost for the remainder of the General Plan Elements would be determined upon the issuance of an RFP for services.



2. Local Coastal Program / Land Use Plan Adoption and Preparation of the Local Implementation Plan (Timeframe: 18-24 months)

The City adopted the Certified Local Coastal Program (LCP) Land Use Plan (LUP) in February 2013. The LCP/LUP was approved by the California Coastal Commission (CCC) on March 7, 2012. At the City's February 2013 public hearing, the City Council also directed City Staff to prepare a Land Use Plan Amendment (LUPA) to modify some of the provisions in the LUP relating primarily to bluff top development, shoreline protection and private beach access ways. The CCC approved the City's LUPA in January 2014 and incorporated 12 additional CCC-initiated modifications. The certified LUP includes a requirement to update the 2010 Draft Mitigation Fee Study prepared by the City. In January 2014, the CCC awarded the City a grant in the amount of \$120,000 for use by the City in updating the draft fee study to reflect the policies in the Certified LUP. An updated public recreation impact fee study and draft LUPA has been prepared and was submitted to the CCC on April 29, 2016. The CCC hearing on the LUPA is expected to occur in May 2017. Development of the draft LCP Local Implementation Plan (LIP) remains in progress.

FY Objective: The objective is to obtain final approval of the public recreation impact fee study and LUPA in FY 2017/2018. The CCC has 90-days to review and respond to the City's submittal of the public recreation impact fee study and LUPA. However, the CCC requested and approved a one-year time extension given the state-wide significance of the public recreation impact fee which extended the timeline for Commission action until July 2017. Following Commission action, the City will need to consider taking final action on the LUPA.

Title 19 has been reserved for the "Coastal Zone" provisions associated with the LCP/LIP.

LCP Local Implementation Plan Programs & Tasks for Fiscal Year 2017 / 2018:

- Update to Zoning Code development standards (Policy 2.31, Policy 3.21, Policy 3.35)
- Establish a Visitor Serving Commercial Zone Overlay in the zoning code and map (Policy 5.1)
- Update the Highway 101 Specific Plan, North and South Cedros Avenue and the Train Station parking and development standards (Policy 2.40, Policy 2.69)
- Develop an in-lieu ESHA mitigation fee program (Policy 3.10, Policy 3.12)
- Update DRP and Grading ordinances in the LIP (Policy 3.41, Policy 3.89)
- Review and update Dark Sky Overlay regulations (Policy 3.49)
- Prepare an update to the City's Drainage/Stormwater Master Plan (Policy 3.56, 3.72)



- Continue to coordinate with other jurisdictions in developing a watershed urban runoff management plan (WURMP) (Policy 3.74, Policy 3.75, Policy 3.87) and revise City regulations to comply with the SUSMP
- Update HOZ regulations to include a coastal bluff overlay in LIP and SBMC (Policy 3.35, Policy 4.02)
- Continue annual monitoring and inspection of all shoreline protective devices (Policy 4.33, Policy 4.87) and report every 5 years to the CCC (Policy 4.49, Policy 4.52)
- Continue to ensure that the Fire Marshal reviews all development plans for thinning or clearing of native vegetation as required for fuel management (Policy 4.72) and require a fuel modification plan as needed (Policy 4.81, Policy 4.83)
- Modify DRP application to require a landscape plan from applicants if project site is located in WUI (Policy 4.82)
- Develop a permit track for emergency projects (Policy 4.84) or modify existing permit applications as appropriate
- Update the City's SDP regulations (Policy 6.3, Policy 6.6, Policy 6.9)
- Revise LIP to reflect the Traffic Impact Program/Fee (TIF) per Circulation Element Update (General Plan) (Policy 7.4)

LCP Local Implementation Plan Programs & Tasks in future Fiscal Years:

- Develop a parkland impact mitigation fee program (Policy 2.4, Policy 2.48)
- Update the Sign Ordinance (Policy 2.22, Policy 3.19, Policy 6.27, Policy 6.28, Policy 6.29)
- Update the Off Street Parking Design Manual (Policy 2.25, Policy 2.41)
- Develop a mitigation program for high cost hotel rooms (Policy 2.32, Policy 5.8)
- Monitoring program for City's public coastal access ways (Policy 2.56) Evaluate options for possible removal of rip rap on beach at Del Mar Shores public access way (Policy 2.62) Retain biologist to review and update ESHA maps in the LUP (Policy 3.5, Policy 3.7)
- Develop Heritage Tree Protection Ordinance (Policy 3.51, Policy 3.52, Policy 3.53)
- Prepare a wetland inventory/delineation for City (Policy 3.66)
- Develop a program to detect and remove illegal storm water connections/discharges (Policy 3.95)
- Stencil storm drains and creek public access points (Policy 3.98)
- Inspect, repair and maintain public structural BMP's annually (Policy 3.102)
- Cap all storm drains that drain west over the coastal bluffs by 2018 (Policy 4.28)
- Establish an assessing entity/GHAD (Policy 4.35, Policy 4.36)
- Continue water conservation/waste water recycling program (Policy 5.41) Establish a museum/visitor center to display local cultural, paleontological and archaeological artifacts (Policy 5.57)



- Implement key circulation/roadway projects (TIF Program) and implementation strategies in the City (Policy 7.25, Policy 7.26)
- Develop an LIP for City Council review and approval. Submit to the CCC upon City Council approval for their review and approval.
- Coordinate LIP preparation and the other necessary zoning changes as a result of the updated General Plan Land Use Element to ensure internal consistency.

Estimated Cost: The estimated budget proposed for FY 2017/2018 to continue the LCP Local Implementation Plan efforts, complete the public recreation impact fee study and LUPA objective is \$84,480. \$63,360 for LIP/Coastal Program Management by Summit Environmental Group and \$21,120 for adjunct planning services by Summit.

3. Beach Sand Replenishment & Retention Program (Timeframe: 24 Months)

A second Regional Beach Sand Project (RBSP2) was successfully completed in FY 2012/2013. Post construction monitoring will continue until 2017 following completion of sand placement activities in 2012. The City received an estimated 146,000 cubic yards of sand. Ongoing shoreline profile monitoring will occur in FY 2015/2016 and is anticipated to remain part of the ongoing SANDAG regional effort to manage and monitor the coastline.

The City has also been partnering with the City of Encinitas and the U.S. Army Corps of Engineers (USACE) for over 16 years in planning for a 50-year (2018 – 2068) shoreline protection/coastal storm damage reduction project involving the restoration of approximately eight miles of shoreline in the two cities. The final EIR/EIS was approved and certified by the City Council on October 14, 2015. The USACE Chief's Report and Record of Decision (ROD) have been completed and funding for the project is identified in the 2016 Water Resources Reform and Development Act (WRRDA). It is currently envisioned that the USACE Solana Beach-Encinitas Shoreline Protection Project will consist of initial placement of approximately one million cubic yards. The beaches would be re-nourished on a regular cycle during a Federal participation period of 50 years.

The City also continues to develop its SCOUN program to obtain upland sources of opportunistically available beach sand. The City's permits allow the City to receive up to 150,000 cubic yards of sand on its beaches each year. The four regulatory permits expired in FY 2013/2014 and the City efforts to renew and/or extend all four permits in FY2014/2015 to support implementation of a SCOUN project through FY 2018/19.

The Caltrans I-5 Corridor Widening Project and the San Elijo Lagoon Restoration Project (SELRP) are potential sources of beach sand for Solana Beach. Approximately 146,000 cubic yards of sand from the SELRP is expected to begin being placed at Fletcher Cove in the Winter of 2017 or Spring of 2018.



FY Objective: Successfully obtain Federal (USACE) and State Parks, Division of Boating and Waterways funding to implement long-term sand replenishment projects for Solana Beach. These include initiation of the Pre-Construction, Engineering and Design (PED) phase of the USACE Coastal Storm Damage Reduction Project following completion of the Feasibility Study Phase (which includes the EIR/EIS) and Southern California Reef Technology Study at Fletcher Cove, Sand Compatibility and Opportunistic Use Program (SCOUP) and the SANDAG Regional Beach Sand Project post construction monitoring.

Key Tasks:

- Continued coordination of efforts with key parties including local, regional, State and federal regulatory governing agencies for beach sand replenishment and retention projects as a key sea level rise/climate change adaptation strategy for developed/urbanized shorelines.
- Complete RBSP2 post construction monitoring in 2017-2018. Initiate the PED phase of the USACE project.
- Initiate the PED phase of the USACE project:

Estimated Costs (Multi-Year Project):

Revenue Sources (FY 2017/2018: \$650,000)

- \$149,200 - T.O.T. Sand Replenishment (Fund #450)
- \$450,000 - State Parks, Division of Boating and Waterways Grant

Programmed Expenditures: (FY 2017/2018: \$426,645)

- \$149,200– USACE (Fund #450)
- \$450,000 – USACE for PED cost share

Summary:

- Continue the RBSP2 post-construction monitoring process in FY 2017/2018.
- Work with the Army Corp of Engineers to initiate PED for a 50 year plan to replenish and retain sand along the Solana Beach coastline. Implement the first sand phase placement of the project by FY 2018/2019.

4. View Assessment Ordinance Update (Timeframe: 2 Months)

FY Objective: Evaluate the View Assessment Ordinance; prepare amendments as needed to clarify its provisions for proposed adoption in FY 2017/2018.

Key Tasks:

- Complete final review of the recommended revisions provided by the citizen Ad Hoc Committee.
- Complete recommended revisions to the Ordinance.
- Submit an amended Ordinance and related supporting toolkit document for proposed adoption by City Council in FY 2017/2018.



- Conduct View Assessment Committee member training on the revised Ordinance.
- Establish a standard for higher quality story poles and flags.

Estimated Cost: Staff time

Summary: Provide a comprehensive review and update to the City's View Assessment Ordinance to clarify its provisions, the duties of the View Assessment Committee members, responsibilities of the applicant and procedures, including the related toolkit document for City Council consideration for adoption. Expected to be completed in FY 2017/2018.

5. Development Review Permit Ordinance (DRP) Update and Guidelines and Toolkit (Timeframe: 6 Months)

FY Objective: Evaluate and revise the Development Review Permit (DRP) Ordinance and develop a citizen Guidelines and Toolkit brochure. The adoption of revisions to the Development Review Ordinance took place in November and December 2014 and went into effect January 2015. The proposed adoption of the DRP Guidelines and Toolkit is in the Spring 2018.

Key Tasks:

- Complete the written material for the DRP Guidelines and Toolkit.
- Add the appropriate drawings and demonstrations to the DRP Guidelines and Toolkit.
- Submit supporting Guidelines and Toolkit for proposed adoption.

Estimated Cost: Staff time

6. Gateway/Harbaugh Trails Property (6 Months)

FY Objective: The purchase by the San Elijo Lagoon Conservancy (SELC) was completed in 2014 and the site was identified in the update of the Land Use Element as Open Space/Preserve. Agreements with the City, Caltrans and the SELC were completed in 2016 to facilitate funding for the Gateway/Harbaugh Trails Property. The City completed a General Plan Amendment and Zone Change from General Commercial to Open Space on this property in April 2017.

Key Task:

- Explore the creation of a Highway 101 east/west connection including the potential to install a new traffic signal/crosswalk and/or an undercrossing under Highway 101.



Estimated Costs: Staff time will be required to facilitate restoration agreements and to participate in the design and construction of the railway undercrossing. An additional estimated cost of \$5,000 will be needed to study the feasibility of a potential pedestrian crossing at Highway 101.

Summary: The SELC purchased the Gateway/Harbaugh Trails property on the north end of town, on the east side of Highway 101. The City will continue to work with the SELC and interested stakeholders to implement the trail and habitat restoration project on the property. Staff will engage the professional services of a traffic engineer to study the feasibility of an at-grade or underground pedestrian crossing at Highway 101.

7. North Cedros Development Standards – Extend South Cedros Development Standards to North Cedros Properties (8 Months)

FY Objective: This project would involve reviewing the South Cedros Development Standards and potentially apply them to North Cedros properties as well. The process would involve meeting with the North Cedros property and business owners to review the current standards and proposed new standards, where applicable.

Key Tasks:

- Review South Cedros Design Standards.
- Review the Highway 101 Specific Plan.
- Conduct meetings and workshops with the North Cedros property and business owners.
- Bring new standards, if applicable, to City Council for discussion and consideration.

Estimated Costs: Staff time

Summary: This proposed project would consider applying South Cedros Design Standards to the properties on North Cedros Avenue. Any proposed changes to the standards would be presented to the North Cedros property and business owners for input and feedback in what would be a collaborative process. If new standards are supported, they will be brought to the City Council for formal discussion and possible adoption.

8. Fairgrounds Governance (12 Months)

FY Objective: Continue to work with the cities of Del Mar, San Diego and the 22nd Agricultural District Board to establish a governance structure in which the City of Solana Beach is a participant.



Key Tasks:

- Continue to meet with stakeholders to develop the new proposed governance structure.
- Research the potential of a legislative amendment to the Government Code to allow the new governance structure.

Estimated Costs: Staff time

Summary: The City has long desired to restructure the current governance structure of the Del Mar Fairgrounds to permit representation from the City of Solana Beach. Currently, the City does not have a say in the operations of the Fairgrounds, even though much of the negative impacts are felt largely by the Solana Beach community. City leaders have begun to meet with the cities of Del Mar and San Diego, as well as the 22nd Agricultural District to discuss the potential of a new governance structure where Solana Beach will be a participant.

9. Review Eden Gardens Master Streetscape Plan (12 Months)

FY Objective: Review the Eden Gardens Master Streetscape Plan adopted April 17, 1995, identify areas of the final report that need updating, and make recommendations for developing an Eden Gardens Specific Plan.

Key Tasks: Prepare a scope of work, public outreach schedule, and desired outcome for the preparation of a new Eden Gardens Specific Plan.

Estimated Costs: Costs would be determined through a competitive RFP process.

Summary: The Eden Gardens Master Streetscape Plan, adopted April 17, 1995, is in need of updating. The scope of the plan could be expanded through the development of an Eden Gardens Specific Plan that would contain design guidelines and development standards specific to the Eden Gardens de La Colonia neighborhood. The planning process would involve community input and guidance from a qualified design professional.



B. Capital Projects

1. Fletcher Cove Lifeguard Station (Timeframe: TBD)

FY Objective: Evaluate the feasibility of renovating the facility and grounds. Select preferred alternative and start preliminary design.

Key Tasks:

- Evaluate funding options.
- Obtain a Geotechnical Report on area, including an assessment of the surrounding bluffs.
- Perform preliminary design and engineering on preferred alternative.
- Perform environmental clearance studies.
- Obtain Coastal Development Permit from the California Coastal Commission.

Estimated Costs: Council approved \$60,000 for this project in FY 2016/2017. Additional funding will be required to move into the preliminary and final design stages. It is estimated that approximately \$575,000 will be required to complete design. However this may be performed in two phases, with phase one at a cost of approximately \$125,000 for 30% design including Coastal Development Permit and the rest for construction level drawings and specification for bidding purposes. A more accurate cost estimate may be provided once design alternatives are selected.

Summary: The existing Fletcher Cove Lifeguard Station is inadequate to serve the community and beach visitors into the future. The current facility is dilapidated with significant design deficiencies that don't meet the current demands of the facility as well as needed ADA improvements. Funds have been appropriated only for the Needs Assessment work at this time. A consultant has performed the Needs Assessment Study. Three separate alternatives have been evaluated as part of this study as follows: renovation of existing building; interim modular facility; and new permanent facility in existing location. After a preferred alternative has been selected, preliminary design can be started once funding has been identified. The preliminary design stage will include work needed to obtain a Coastal Development Permit from the California Coastal Commission and proper CEQA clearance.



2. La Colonia Park Improvements (Timeframe: TBD)

FY Objective: Continue work on renovating the community center building and park grounds. Overall Master Plan improvements are on hold until funding allows for work to proceed. Construct skate park element of the Master Plan.

Key Tasks:

- Identify funding sources for remainder of design and initial phased improvements including ADA items.
- Meet with the Parks and Recreation Commission to prioritize different phases of the Master Plan and develop specific fundraising efforts to implement these priorities.
- Construct the Skate Park and associated improvements.
 - Continue fundraising activities.
 - Continue community outreach and conducting public workshops.
 - Complete final design.
 - Begin construction.
- Complete various improvements to building and grounds:
 - Rehabilitation of tot lot surfacing.

Estimated Cost:

- Build out all phases of park Master Plan – \$4,000,000+
 - Site preparations including demo, clearing and utilities - \$655,648
 - Playground - \$402,117
 - Picnic area - \$145,051
 - Overlook area - \$30,511
 - Amphitheatre area - \$124,086
 - Skate area - \$450,000
 - Basketball area - \$87,026
 - Plaza gazebo - \$791,413
 - Building improvements - \$663,809
 - Museum - \$167,848
 - General area - \$803,154
- Rehabilitation of tot lot surfacing – \$60,000

Summary: In FY 2006/2007, a community based La Colonia Park Needs Assessment Advisory Committee developed recommendations for improvements throughout La Colonia Park including ADA Transition Plan recommendations. The City completed the conceptual design for the park improvements in FY 2009/2010 and preliminary design of the park during FY 2010/2011. The project still needs to be submitted to the Coastal Commission in order to obtain a Coastal Development Permit (CDP), which will take place after construction funding has been identified for the project. All previous grant



applications for construction funding have not been successful to date.

The Veteran's Honor Courtyard is a small portion of the overall park master-plan and was the first phase of the park master plan. Construction of the Courtyard was completed in May 2016. Staff is working on implementation of other elements of the Master Plan including the Community Center, Tot Lot and Skate Park.

Partial funding of the Skate Park project was appropriated during the past fiscal year and a final design is underway. Once the design is completed and construction bids have been obtained, a more accurate funding level will be identified.

3. South Sierra Mixed Use Affordable Housing

FY Objective: In 2014, the City Council approved the Hitzke Development Corporation mixed use affordable housing project on South Sierra Avenue on a City-owned parking lot. The project includes commercial space and parking, ten (10) affordable housing units and parking, and 31 replacement public parking spaces.

Since the approval of the project, there has been a legal challenge against the City and Hitzke Development Corporation, which has slowed the progress of the development. The City prevailed in the legal challenge in Superior Court. The lower court ruling was appealed, and the City prevailed.

Key Tasks:

- Facilitate building permits review/approval and construction.

Estimated Cost: TBD.

Summary: This project would provide needed affordable housing adjacent to neighborhood services including transit and would further implement the goals of the Solana Beach Housing Element and the General Plan.



4. Miscellaneous Traffic Calming Projects

FY Objective: Continue to monitor and analyze traffic calming requests and implement traffic calming measures throughout the City where appropriate and when funding is identified.

Key Tasks:

- Staff will continue to monitor and assess traffic calming requests.
- Implement traffic calming measures at South Cedros/Cliff Street.
- Implement traffic calming measures on Santa Rosita.

Estimated Cost: TBD – Based on the amount of requests and approval of City Council.

Summary: Staff will continue to analyze traffic calming requests as they arise throughout the year.

5. Implementation of the Comprehensive Active Transportation Strategy (CATS) Study Projects (Timeframe: Ongoing)

FY Objective: Implement the various project identified in the CATS Study that was approved by the City Council in 2015.

Key Tasks:

- Determine which projects listed in the CATS study should be studied further for implementation over the next five years.
- Provide preliminary cost estimates for projects identified for additional studies.
- Identify and submit grant funding applications for these projects.

Estimated Cost: Development of cost estimates for the various projects would be one of the first steps performed.

Summary: The CATS study identifies approximately 20 bicycle and pedestrian projects along various City streets that improve the bikeability and walkability of streets and neighborhoods in the City. This item would not include any project on Lomas Santa Fe Drive since that corridor is identified as a separate project below. Some of the projects that may be included as part of this item include Cedros Avenue, Sierra Avenue, Cliff Street the Academy/Ida/Genevieve/Valley Corridor and neighborhoods in and around the City's schools.



6. Lomas Santa Fe Corridor Feasibility Study (Timeframe: TBD)

FY Objective: Conduct a feasibility study to identify transportation issues and solutions along Lomas Santa Fe from Highway 101 to Highland. This fiscal year tasks include community outreach and public workshops.

Key Tasks:

- Evaluate funding options.
- Perform feasibility study for entire corridor.
- Perform preliminary (30%) engineering.
- Evaluate potential alternatives.

Estimated Costs: \$50,000 was budgeted in FY 2016/2017 for the community outreach and preliminary analysis phase of the Feasibility Study. \$65,000 is needed in FY 2017/2018 for the next phase of the Feasibility Study and \$100,000 would be needed in FY 2018/2019 to complete the Feasibility Study.

Summary: The project study area for the Lomas Santa Fe Drive Feasibility Study extends from Sierra Avenue on the west side of Highway 101 to Highland Drive at the City's eastern boundary. The City's goal for the Lomas Santa Fe Corridor Feasibility Study is to identify physical improvements that could be constructed to improve the character, safety, walkability, bikeability and circulation along this key east-west arterial through the City of Solana Beach.

With the variation in character along the corridor, the Study will evaluate feasible improvements that address transportation improvements that integrate with the surrounding land use, activity centers and community character along the Corridor. In essence, the Corridor can be divided into four distinct study areas as shown below.

- Scenic Gateway (Sierra Avenue to Nardo Avenue)
- Pedestrian/School Priority (Nardo Avenue to Solana Hills Drive)
- Freeway Commercial (Solana Hills Drive to Las Banderas Drive)
- Rural Residential (Las Banderas Drive to Highland Drive)

During the past fiscal year, work has progressed on the initial stage of the study which is to provide base mapping, collect data pertaining to the current usage of the corridor, prepare a deficiencies/recommendations matrix, perform public meetings and assist in the preparation of grant proposals.



7. Seascape Sur Beach Access Maintenance (Timeframe: 12 to 18 months)

FY Objective: Perform required maintenance of existing stairway including replacement of metal fixtures and wood treads as well as removal and reconstruction of the existing damaged concrete walkway from Sierra Avenue to the top of the stairs.

Key Tasks:

- Dismantling the existing structure and replacing the damaged and rusted components.
- Replacing all of the stair wood treads.
- Removal and reconstruction of the existing concrete walkway.

Estimated Cost: Approximately \$300,000 for construction estimated for FY 2017/2018.

Summary: Due to the harsh marine environment, all of the metal fasteners and hangers have reached the end of their useful life. In addition, the wood stairway treads that are walked upon are starting to deteriorate as a result on normal pedestrian traffic. This project would replace all of the metal fasteners and hangers with the same high-quality stainless steel that was used on the recently constructed Del Mar Shores Stairway. The wood treads would be replaced with pressure-treated lumber similar as to what was used on the Del Mar Shores Stairway. The existing concrete walkway has lifted and cracked due to tree root intrusion and will be removed and reconstructed with color concrete in the same general alignment. The project is expected to be advertised for construction bids in April 2017 and a construction contract to be awarded in late June or early July 2017. Construction is expected to start in October 2017 and should be completed by February 2018.

8. Stevens/Valley Avenues Bicycle and Pedestrian Improvements (Timeframe: 12 to 24 months)

FY Objective: This project will enhance the use of the existing roadway for all users by reducing the number of lanes on Stevens/Valley Avenue in order to provide for bike lanes along all of Stevens/Valley Avenue; to construct sidewalks in missing locations; to provide enhanced crosswalks; to construct curb ramps consistent with current standards; and to provide traffic calming features to slow down traffic. These improvements will directly improve the ability of all forms of active transportation to access these places by walking, bicycling or by public transit.



Key Tasks:

- Complete construction of project.
- Grant closeout with SANDAG.

Estimated Cost: The cost for this project is approximately \$1,300,000 for construction. The City has obtained a \$500,000 Active Transportation Grant from SANDAG for construction of the project. The remainder of the project would be funded out the City's TransNet funds and funding allocated by the San Dieguito High School District for storm drain improvements along Stevens and guardrail improvements along Lomas Santa Fe.

Summary: Only a portion of Stevens/Valley contains a bike lane at this time. This project will complete the bike lane in this corridor and fill in the gap. Currently, there is only a bike lane between Highland Drive and the Stevens/Valley intersection. The construction of bike lanes that would fill in the gaps in this corridor would provide better connectivity to a city park, schools, offices and retail centers along this corridor. In addition, curb, gutter and sidewalks would be constructed in areas where they currently don't exist. The entire construction project is expected to be completed in July 2017.

9. City Hall Deferred Maintenance (Timeframe: 6 to 12 months)

FY Objective: Perform deferred maintenance on various components of City Hall.

Key Task:

- Replacement of west-facing slanted roof.

Estimated Cost: Approximately \$9,400 for the roof repairs.

Summary: This project would perform maintenance on various components of City Hall. Repairs to the main interior staircase and the west-facing slanted roof along the planning conference room were completed in FY 2016/2017.

About two years ago, the City's elevator maintenance contractor provided recommendations for eventual repairs to elevator in City Hall. All recommendations from the elevator contractor would be completed with this project.

Although the flat roof at City Hall was replaced about three years ago, the west and north facing slanted, shingled roof was not replaced. This portion of the roof has reached the end of its useful lifespan and several leaks have resulted. The replacement of this portion is recommended.



10. Fletcher Cove Park and Community Center Maintenance (Timeframe: 6 to 12 months)

FY Objective: Perform maintenance on various components of Fletcher Cove Park and Community Center.

Key Tasks:

- Perform maintenance and repair work on tot lot.
- Reconstruct the lower portion of the existing concrete beach access ramp.
- Perform Maintenance and Repair to the Community Center building.

Estimated Cost: The repairs on the tot lot are estimated to cost \$40,000. The repairs to the access ramp are estimated to cost \$150,000. The repairs to the Community Center building are estimated to cost \$20,000.

Summary: This project would perform maintenance on various components of Fletcher Cove Park and Community Center. Minor repairs to the Tot Lot will be completed prior to July 2017 while the significant repairs will be done after the summer. Repairs to the access ramp will depend on Coastal Permit timing and conditions. Repairs to the Community Center will be prioritized and completed as needed.



C. Unprioritized Community Character Issues

- Annual Pavement Repair Project – FY 2016/2017 project is complete. – FY 2017/2018 annual program will be developed in Spring 2017 for construction in the second half of 2017.
- Development of impact fees on projects for establishing future parks and for public infrastructure.
- Continue to explore the development of a “Highway 101/Cedros Avenue Parking District/Business Preservation Ordinance” and bring to City Council for consideration and review.
- Submit a “Bike Friendly City” application.
- Analyze Fletcher Cove ramp fees and develop cleaning/sweeping schedule for sand on the ramp.
- Analyze the Distillery Lot/Downtown Core Corridor for potential future development. This includes the potential to close a portion of Plaza Street for vehicle through traffic and open up the space for potential community gathering places. In addition, as part of this process, explore opportunities to increase the amount of public parking spaces.
- Analyze increasing the budget for the Community Grant Program and Parks and Recreation utilizing private donations.
- Analyze and establish development standards for retaining wall heights in relation to existing vs proposed elevation.
- Analyze and establish development standards for commercial businesses and parking standards in relation to high employee businesses such as call centers (i.e. parking per employee vs per square footage).
- Conduct maintenance and repairs to the Fletcher Cove Tot Lot.
- Research areas for a new enclosed Dog Park, potentially at La Colonia Park and other areas around the community.
- Assess Fletcher Cove Park beach access ramp and railings for maintenance and potential repairs.
- Monitor the proposed hotel/resort development on Border Avenue in Del Mar.
- Release RFP for potential development of a “horizontal mixed use development” project on City Hall parking lot. (Housing Element requirement)
- Evaluate potential to convert existing buildings to affordable housing.



ORGANIZATIONAL EFFECTIVENESS

A. Administration and Service

1. Implement Performance Measurement Program (Timeframe: Ongoing)

FY Objective: To continue implementation of a comprehensive performance measurement program to evaluate service delivery, cost efficiency, and customer satisfaction.

Key Tasks:

- Complete analysis of FY 2016/2017 performance measures and report results and action plan to City Council in the FY 2017/2018 Budget.
- Develop additional measures as appropriate to cover full range of City services.
- Identify appropriate community survey tool(s) to evaluate customer satisfaction that match with the performance measurement goals.
- Develop Citizen Commission Performance Measures.
- Recognize/Evaluate existing Committees/Commissions and un-official Committees/Commissions.

Estimated Cost: Staff time

2. Online Software Permit Tracking System

FY Objective: Implement a City-wide permit tracking system that will automate permits, licenses, and other business activities, accept credit card payments, allow customer access to view the status of applications and apply or renew permits on-line, and provide a smart phone app to submit comments and complaints to the City.

Key Tasks:

- Council consideration and selection of a software permit tracking system.
- Implementation of system and training of City Staff.

Estimated Costs: Initial cost of software purchase would be approximately \$196,000 with annual maintenance costs of \$38,000-\$40,000.

Summary: Staff has researched various online permit tracking systems in an effort to help streamline the permit process and online payments for a variety of services including business certificates, building permits, parking citations, code violations etc. that would allow for online payments and tracking. This service would allow for an easier and more efficient process for the community and City Staff. Currently, the City only allows online credit card payments for Summer Day Camp and Junior Guard registration, so this service will expand our online services while providing better customer service to our community.



B. Communications & Technology

1. Social Media (Timeframe: Ongoing)

FY Objective: Continue Staff communication through social media outlets by sending information regarding City activities, news and events through Facebook and Twitter.

Key Tasks:

- Continue utilizing Facebook and Twitter for City activities, news and events.
- Continue ongoing research on the latest and most valuable social media outlets for City use.

Estimated Costs: Most of the social media tasks are completed by in-house City Staff. The City does pay approximately \$60 a month for the eBlast notification system, but Facebook and Twitter are free applications. The City does utilize a “virtual assistant” for help with complex tasks.

C. Unprioritized Organizational Effectiveness Issues

- Government Transparency – Open Meetings – Maintain compliance with the Brown Act to provide information and access to public meetings. Records Management - Sustain and improve the City’s records management plan to ensure efficient and effective access and retention of City records for the purpose of identifying, protecting, and preserving the official history of City actions. Explore options for an efficient and effective online community comment portal for City Council agenda items.
- Development of City Donation, Dedication and Memorial Policies.
- Research the potential to improve the Community Grant Program by collaborating with other organizations to increase the amount of resources.
- Analyze the potential to implement free “Wi-Fi” zones at public locations.
- Explore implementing an electronic Council Agenda/Staff Report program/process that is text searchable and can be downloaded as an entire packet.



ENVIRONMENTAL SUSTAINABILITY

A. Policy Development

1. Community-Wide Greenhouse Gas Emission (GHG) Reductions (Timeframe: Ongoing)

FY Objective: Continue developing and implementing various programs and policies to reduce GHG emissions at City facilities and throughout the community. The major goals for FY 2017/2018 are to complete the Climate Action Plan (CAP) and implement associated programs and policies. The City anticipates the completion and implementation of the CAP during FY 2017/2018 which will be the guiding document to lowering the City's GHG emissions and setting GHG emission reduction targets for the future.

The City continues to implement existing Property Assessed Clean Energy (PACE) programs and research and adopt new PACE programs that allow residential and commercial property owners to install energy and water efficiency and conservation upgrades to their properties with minimal upfront costs, effectively lowering energy demand and saving money (see Item 2 below). A significant action taken by the City Council in FY 2015/2016 was the creation of a new Climate Action Commission (CAC). Currently, the CAC is made up of one (1) Councilmember, six (6) residents and two (2) experts and will be tasked with assisting and guiding the City in the development and implementation of the CAP and associated programs and policies.

Key Tasks:

- Implement Climate Action Plan
- Continue to monitor emerging Property Assessed Clean Energy (PACE) programs for consideration of implementation. The City successfully accomplished its primary goal from four years ago to implement a PACE program for the community when Council adopted the HERO PACE program in October 2013. Subsequently, the City now participates in five (5) PACE financing program options to choose from. The environmental and economic benefits of successful PACE program(s) are significant and will assist the City with GHG reductions and assist the community (property owners) with reduced energy costs and facility improvements.
- Continue regional sustainability work with local governmental agencies, non-profit organizations and environmental groups including SANDAG, ICLEI, San Diego Foundation, San Diego Regional Climate Protection Network, the Climate Collaborative and the North Coast Energy Action Collaborative to collaborate on regional sustainability efforts.
- Continue following state and federal legislation.
- Continue to educate the community on issues related to environmental sustainability through events and activities throughout the year.
- Continue to negotiate with SDG&E to purchase remaining street lights and retrofit with LED technology.



Estimated Costs: Implementation of a CAP and associated programs/policies may be substantial, so costs will be presented to City Council before implementation. A Cost Study will be presented to City Council as part of the CAP process. The City, through the Emerging Cities Program (a partnership with the San Diego Association of Governments (SANDAG) and SDG&E), received technical and background support to develop the CAP at no cost.

2. Develop and Implement a Community Choice Aggregation (CCA) Program

FY Objective: Continue researching the feasibility of forming and launching a viable CCA program that would increase the renewable energy content portfolio for the community, reduce GHG emissions, potentially reduce customer's energy rates, promote the local economy and job growth and provide a potential clean energy programs and incentives to the City and its residents.

Key Tasks:

- Continue working with the selected consultant team (The Energy Authority and Calpine Energy Solutions) to develop and potentially implement the CCA.
- Complete "Phase 1" activities including developing the Implementation Plan and developing the operations, budget and staffing plan.
- Conduct extensive community education and outreach efforts with the City's consultant team including:
 - City Council Meetings
 - HOA Meetings
 - Community Events
 - Public Workshops
 - Business Outreach
 - Farmer's Market

Estimated Costs: There can be significant upfront costs of forming a CCA, however, based on Council direction, the City negotiated contracts with a consultant team that would launch a CCA with limited upfront costs to the City. The costs to the City only include costs for the City's independent expert consultants that assisted City Staff with proposal reviews, consultant team interviews, contract negotiations and conducting an independent/3rd party review of the Technical Study. The structure of the agreement is for the consultant team to bear the costs of the formation of the CCA and the CCA will repay those initial costs with revenue from the CCA, should the City Council decide to move forward with the launch of the CCA. At no point will the City's General Fund be at risk due to the launch and operation of the CCA.



Summary: The City Council has been very active and supportive in promoting the formation of a local CCA. The environmental and economic benefits of a successful CCA are well documented, and the City is on the forefront in San Diego County on this issue. If this continues to progress on the current track, the City could be the first jurisdiction in the County to form and implement a viable CCA. The current goal is to have a CCA formed and providing power to the community in FY 2017/2018.

3. Increase Recycled Water Infrastructure Throughout City

FY Objective: Research and analyze the ability to bring recycled water further into the City for potential commercial properties, park/medians and for all City facilities.

Key Tasks:

- Continue to monitor state and federal legislation in regards to the potential use of recycled water in residential areas (including HOAs).
- Budget for ongoing infrastructure costs after project completion for such things as the replacement of sprinkler heads and other assorted needs.

Estimated Costs: The costs to extend the infrastructure from the existing system at Stevens/Valley Avenue to the Via de la Valle corridor was constructed for approximately \$1,000,000.

Summary: The City is extremely interested in increasing the recycled water infrastructure throughout the City to maximize the distribution of recycled water that is produced at the SEJPA facility and reduce the demand on imported, energy intensive, potable water. Previously, a preliminary design report was completed that recommended the recycled line be extended west from Valley Avenue along Via de la Valle and terminate at Border Avenue at an estimated cost of approximately \$1,000,000. This includes service connections along Cedros Avenue, Solana Circle West and Del Mar Downs Road that will enable the adjacent condominium complexes to access the new recycled water line along Via de la Valle. This work was completed in FY 2016/2017.



B. Capital Projects

1. Solana Beach Pump Station (Timeframe: 24 months)

FY Objective: To upgrade the mechanical systems and to and construct an emergency overflow storage facility.

Key Tasks:

- Upgrade mechanical facilities including replacing pumps, piping, valves, and substandard wet-well and construct an emergency overflow storage facility.

Estimated Cost: Construction costs are estimated to be \$5,200,000. This includes construction, contingency and other miscellaneous project-related costs such as construction management and inspection.

Summary: The Solana Beach Pump Station (SBPS) pumps approximately 92% of the City's sewage through a force main under the San Elijo Lagoon to the San Elijo Joint Powers Authority (SEJPA) water reclamation facility located off of Manchester Avenue. The pump station was originally constructed in 1966 and upgraded in 1982.

2. Major Storm Drain System Improvement Projects (Timeframe: 6-12 months)

FY Objective: Improve storm drain infrastructure throughout the City.

Key Tasks:

- Identify priority projects.
- Complete design.
- Conduct public bidding process for major projects.
- Construct improvements.
- Develop details for the next project.

Estimated Cost: Estimated total cost of \$150,000 for storm drain improvements in FY 2017/2018.

Summary: There are a number of storm drain systems throughout the City that are in need of improvements/upgrades. This project provides ongoing design and construction of several additional storm drain system improvements throughout the City based on a priority ranking determined by Staff. One project that was constructed during FY 2016/2017 is drainage improvements along Palmitas Street.



C. Unprioritized Environmental Sustainability Issues

- Green purchasing policy.
- Neighborhood Electric Vehicles – promote charging station infrastructure throughout the City by encouraging development projects to incorporate public charging stations – encourage public projects to incorporate charging stations when appropriate. The City installed three (3) EV charging stations at City Hall in FY 2012/2013. The City purchased an all-electric neighborhood vehicle for Staff use in FY 2014/2015.
- Develop and implement a small business energy efficiency and conservation program in cooperation with SDG&E.
- Develop and implement a voluntary “Clean Business Program.”
- Continue to monitor the potential regional development of a feasible curbside compost/food scrap program.
- Explore the development and implementation of Green Code initiatives such as a “solar ready” ordinance, “EV charging ready” ordinance and “greywater ready” ordinance for new development.
- Explore energy storage at City facilities.
- Bike Share/Car Share Program – Staff will research the potential to bring a bike share, car share or some similar program to the City to promote alternative modes of transportation in the City.
- Monitor the beach report card grades for Seascape Sur to see if additional actions need to be taken at that storm drain outlet.
- Explore a “Sea Level Rise” working group with the cities of Encinitas and Del Mar.
- Explore providing City incentives for the purchase of rain barrels.
- Explore providing City incentives for Electric Vehicle (EV) charging stations and promoting alternative modes of transportation.
- Explore potential to study air quality/public health throughout the City but primarily around the freeway.
- Develop a program for targeted Street Sweeping in high priority areas after major rain events.
- Develop an educational flyer for residents that live on or next to slopes on how to properly design and landscape slopes to protect them during storm events.



FISCAL SUSTAINABILITY

A. Economic Development

1. NCTD Property Planning & Related Issues

FY Objective: Planning for North County Transit District (NCTD) site and related financing of a public parking facility. This project area includes the entire NCTD property, including the open space area at the corner of Lomas Santa Fe and North Cedros.

Key Tasks:

- Report to City Council regarding the NCTD planning for the North County Transit site for future development and financing of a public parking facility.
- NCTD Selection Committee recommended the selected Development Team for negotiations with NCTD and submittal of project application to the City.
- Update City Council as necessary, facilitate the project permit review process and bring to City for City Council for project approval.

Summary: NCTD issued a second RFP in December 2014 and received four development proposals. The responses to this RFP have been evaluated by a NCTD Selection Committee with local representation and the selected Development Team will be recommended to the NCTD Board and forwarded to the City review/processing and City Council consideration, review and discussion in FY 2017/2018.

B. Facility Asset Management

1. Facilities/Asset Replacement Master Plan

FY Objective: The City has completed a preliminary condition assessment and associated costs for the all City Buildings. Through FY 2016/17, Council has authorized a total of \$400,000 for this Master Plan. The FY 2017/18 objective is to keep funding this Master Plan and completing necessary maintenance projects at City Facilities.

Key Tasks:

- Update City facility/asset inventory list.
- Prioritize maintenance and replacement costs.
- Continue funding this item in the FY 2017/2018 Adopted Budget.

Estimated Costs: The costs to fund the facility maintenance and replacement are significant and \$150,000 will be recommended to be included in the FY 2016/2017 Budget for Council consideration.

Summary: The purpose of such an analysis and establishment of the fund will be to identify costs for the replacement or renovation of City facilities and assets, including buildings, beach stairs and the Lomas Santa Fe bridge, among other things.



C. CalPERS Future Liability

1. Proactively Pursue Measures to Reduce CalPERS Future Liabilities

FY Objective: Continue to fund and/or establish an on-going budget line item to reduce CalPERS pension obligations. Council established and is funding a PARS Post-Employment Benefits Trust Fund in FY. 2015/16 to fund Pension and Other Post-Employment (Health) Benefits (OPEB) liabilities to initiate this objective.

Key Tasks:

- Continue funding the PARS Trust Fund in FY 2017/2018.
- Consider the development of a Council Policy on funding the PARS Trust Fund.

Estimated Costs: TBD. Council has requested Staff incorporate a funding mechanism into the annual budget process to continue to fund the Trust.

Summary: Council approved the PARS Trust Fund in October 2015 and has appropriated to date a total of \$1,036,585 for unfunded pension and OPEB liabilities. Another \$135,000 was authorized by Council and appropriated to fund the liability. The purpose of the establishment of this Trust would be to pay down the CalPERS unfunded future liability quicker and provide less volatility which would lower the overall costs to the City.

D. Unprioritized Fiscal Sustainability Issues

- Regional, State and Federal Funding opportunities for capital and redevelopment projects.
- Distillery Lot Feasibility Study – The Distillery Lot is a key parking resource to the community and beach visitors. The location lends itself to consideration as a major development hub to solidify the Plaza areas as the economic and cultural core of Solana Beach. This public lot, in addition to all City public lots, has been identified in the Housing Element as potential development locations.
- Conduct a Transit Occupancy Tax (TOT) local hotel audit.
- Consider resuming a two-year budget cycle. (to be considered for FY 2017/18)



Unprioritized Fiscal Sustainability Issues (continued)

- Update Comprehensive Fee Study.
- Research ways to make "downtown" more tourist friendly (i.e. QR Code program).
- Review the Fire Benefit Fee.
- Sell the remaining open tiles on the Fletcher Cove Upper Park sign.
- Research ways to minimize Fire Department overtime costs.



HIGHLIGHTS OF SIGNIFICANT PROJECTS COMPLETED IN FY 2016/2017

- Completed 2016/2017 Street Repair & Slurry project
- Completed 2016/2017 Sewer & Storm Drain Repair Project
- Successfully applied for 2016-17 CDBG grant application including Public Services
- Completed ADA Ramps Construction Project using CDBG funds
- Completed City Hall elevator maintenance and staircase and carpet replacement
- Completed Citywide Speed Survey
- Completed Citywide Streetlight Maintenance and Repair Agreement
- Completed Del Mar Shores Lifeguard Tower Improvements
- Completed emergency Glencrest storm drain cleaning and condition assessment
- Renewed CRT and Streetlight Assessment Districts
- Completed emergency Nardito sinkhole repairs
- Conducted Commercial/Industrial Stormwater and Grease Inspections for all business throughout the City
- Completed construction of the recycled water pipeline extension on Via de la Valle
- Completed Fletcher Cove Beach Access Ramp Condition Assessment
- Cleaned and maintained the storm drain catch basins throughout the City
- Completed La Colonia Community Center Upgrades – exterior painting
- Completed Palmitas Storm Drain Project
- Completed Stevens Creek Cleaning
- Continued to review grading plans, engineering permits, building permits and discretionary permits for projects throughout the City
- Completed Lomas Santa Fe Corridor Study Phase One
- Completed Marine Safety Feasibility Study Phase One
- Completed Pavement Management Program Software Update
- Completed Seascape Sur Stair Improvements RFO for design and construction specifications
- Entered into Skate Park Design Agreement with VLDA and Site Design
- Entered into Solana Beach Pump Station Contract with Dudek for Phase 2 Design of Mechanical and Structural Improvements
- Implemented Stevens/Valley Avenue Bicycle and Pedestrian Improvements Project
- Executed an agreement with CSCDA to provide another PACE program option for the community
- Entered into an agreement with SANDAG for Energy Roadmap grant funding for Climate Action Plan consultant services
- Successfully received San Diego Foundation grant funding for a public/private partnership Smart Water pilot project
- Continued implementation of the Construction and Demolition Debris recycling program
- Initiated Community Choice Aggregation (CCA) First Phase
- Completed the Draft Climate Action Plan (CAP) and conducted two CAP Workshops
- Received two (2) Beacon Spotlight Awards for efforts to reduce GHG emissions, save energy and implementing policies that promote sustainability



Highlights Of Significant Projects Completed In FY 2016/2017 (Continued)

- Continued plastic film recycling program with Trex, Inc
- Published 4 quarterly "Shorelines" community newsletters
- Organized and conducted eight (8) City Hall art gallery installations
- Coordinated the installation of the City's street light banner program in conjunction with the Chamber of Commerce and the 22nd Agricultural District
- Continued successful partnership with the Boys and Girls Club of San Dieguito to provide free after school programs in the Eden Gardens neighborhood
- Conducted annual community events including Beach Blanket Movie Night, Holiday Tree Lighting, Family Camp Out, Concerts at the Cove and various others
- Conducted Annual Youth Summer Camp
- Received Achievement Award from the California Parks and Recreation Society for the Veterans Honor Courtyard project
- Partnered with the La Colonia de Eden Gardens group to put on the second annual Dia de los Muertos community event
- Coordinated Annual Community Grant Program
- Completed La Colonia Interior Renovation Project for new computer classroom at La Colonia Community Center
- Held the City's 30th Anniversary Event at the Fletcher Cove Community Center
- Completed mandated Affordability Care Act (ACA) reporting
- Conducted and assisted with multiple fundraising activities associated with the proposed La Colonia Skate Park
- Purchased four (4) new Engineering/Public Works vehicles, including two (2) hybrids
- Fabricated new SCUBA/Cliff Rescue trailer and put it into service
- Selected a preferred proposal for an art and landscaping project at the Fire Station
- Continued to fund a CalPERS Future Liability Trust (PARS) to reduce pension obligations and Other Post-Employment Benefits (OPEB)
- Received Governmental Finance Officers Associations (GFOA) Certificate of Achievement for Financial Reporting for the City's Comprehensive Annual Financial Report (CAFR) for FY 14/15
- Adopted Building Code and Fire Code Updates
- Updated the Santa Fe Christian Schools Master Plan and Supplemental EIR
- Obtained California Coastal Commission approval of the Public Recreation Fee Study
- Adopted Medical and Recreational Marijuana Ordinances (Ordinance 468 and 478)
- Adopted State-Mandated Accessory Dwelling Unit Regulations (Ordinance 470)
- Created the Open Space Preserve Zone (OSP)
- Rezoned the Harbaugh Trails Site to OSP
- Hired Fire Chief as well as made promotions to include Deputy Fire Chief, Battalion Chief, Senior Management Analyst, and Management Analyst
- Improved ISO rating. Solana Beach improved from a "3" to a "1"
- Completed Blue Card training (certification for structural firefighting) for all company officers and eligible officer candidates.
- Coordinated multi-agency, multi-discipline active shooter drill at Del Mar Fairgrounds





STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: June 14, 2017
ORIGINATING DEPT: Finance
SUBJECT: Adoption of City Investment Policy

BACKGROUND:

Pursuant to its own terms, the City's Investment Policy (Policy) must be reviewed and adopted annually by a resolution of the City Council. The terms of the Policy must be in compliance with California Government Code (Code) Section 53601.

This item is before the City Council for the annual adoption of the City's Investment Policy.

DISCUSSION:

The Investment Policy (Attachment 1) is not intended to be comprehensive for all situations, but instead serves as a guideline for the City Treasurer, under the direction of the City Manager, to assist in the adequate safeguarding of the City's financial assets. The attached Investment Policy does conform to the revisions in the California Government Code Section 53601. The City's Policy is more restrictive in terms of allowable investments than what is recommended by the Government Code.

Staff believes that the investments allowed under the attached policy are conservative and appropriate for a small city without the resources to actively manage the investment portfolio. The Policy is included within the City's budget document, and as such is subject to public scrutiny.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

CITY COUNCIL ACTION: <hr/> <hr/>

FISCAL IMPACT:

N/A

WORK PLAN:

N/A

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2017-093 (Attachment 2) approving the City's Investment Policy for FY 2017/18.

CITY MANAGER'S RECOMMENDATION:

Approve department recommendation.



Gregory Wade, City Manager

Attachments:

1. City of Solana Beach Investment Policy FY 2017/18
2. Resolution No. 2017-093

CITY OF SOLANA BEACH

INVESTMENT POLICY

FISCAL YEAR 2017/18

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I. INTRODUCTION

The purpose of this document is to outline the City's policy for the investment of public funds.

It is the policy of the City of Solana Beach, the Solana Beach Public Financing Authority and the Solana Beach Public Facilities Corporation (hereafter referred collectively as the "City") to predicate their investment policies, procedures and practices upon the limitations placed upon them by the governing legislative bodies. These policies shall have four primary goals:

- To assure compliance with federal, state, and local laws governing the investment of public monies under the control of the City Treasurer.
- To provide sufficient liquidity to meet normal operating and unexpected expenditures.
- To protect the principal monies entrusted to the City.
- To generate the maximum amount of investment income within the parameters of prudent risk management as defined in this Investment Policy.

This policy is written to incorporate industry best practices and recommendations from sources such as the Government Finance Officers Association (GFOA), California Municipal Treasurers Association (CMTA), California Debt and Investment Advisory Commission (CDIAC) and the Association of Public Treasurers (APT).

This investment policy was endorsed and adopted by the City of Solana Beach City Council and is effective as of the _____ day of _____, 20XX, and replaces any previous versions.

II. SCOPE

This policy covers all funds and investment activities under the direct authority of the City, as set forth in the State Government Code, Sections 53600 *et seq.*, with the following exceptions:

- Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy; however, such proceeds are to be invested pursuant to the permitted investment provisions of their specific bond indentures.
- Any other funds specifically exempted by the City Council.

Funds not included in the policy include the City's deferred compensation plans (Plans). These Plans will be excluded from the policy under the following circumstances:

- i. A third party administrator administers the plan
- ii. Individual plan participants have control over the selection of investments
- iii. The City has no fiduciary responsibility to act as a "trustee" for the Plan.

POOLING OF FUNDS

Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

III. PRUDENCE

Pursuant to California Government Code, Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the *Prudent Investor Standard*:

"...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

The Treasurer and other authorized persons responsible for managing City funds acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes provided that the Treasurer or other authorized persons acted in good faith. Deviations from

expectations of a security's credit or market risk should be reported to the City Council in a timely fashion and appropriate action should be taken to control adverse developments.

IV. OBJECTIVES

The City's overall investment program shall be designed and managed with a degree of professionalism worthy of the public trust. The overriding objectives of the program are to preserve principal, provide sufficient liquidity, and manage investment risks, while seeking a market-rate of return.

- **SAFETY.** Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City will diversify its investments by investing funds among a variety of securities with independent returns.
- **LIQUIDITY.** The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
- **RETURN ON INVESTMENTS.** The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

V. DELEGATION OF AUTHORITY

Authority to manage the City's investment program is derived from California Government Code, Sections 41006 and 53600 *et seq.*

The City Council is responsible for the management of the City's funds, including the administration of this investment policy. Management responsibility for the cash management of the City's funds is hereby delegated to the Treasurer.

The Treasurer will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate officials and employees. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer.

The City may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. External investment advisers may be granted discretion to

purchase and sell investment securities in accordance with this investment policy.

If the City Treasurer is unavailable, then the Finance Manager, Deputy City Manager, or the City Manager shall authorize the investment transactions, in writing, prior to execution.

The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City.

VI. ETHICS AND CONFLICTS OF INTEREST

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. Thus employees and officials involved in the investment process shall refrain from personal business activity that could create a conflict of interest or the appearance of a conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Employees and investment officials shall disclose to the City Manager any material interests in financial institutions with which they conduct business, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of the City.

VII. INTERNAL CONTROLS

The Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Periodically, as deemed appropriate by the City and/or the City Council, an independent analysis by an external auditor shall be conducted to review internal controls, account activity and compliance with policies and procedures.

VIII. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

To the extent practicable, the Treasurer shall endeavor to complete investment transactions using a competitive bid process whenever possible. The City's Treasurer will determine which financial institutions are authorized to provide investment services to the City. It shall be the City's policy to purchase securities only from authorized institutions and firms.

The Treasurer shall maintain procedures for establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes that are selected through a process of due diligence as determined by the City. Due inquiry shall determine whether such authorized broker/dealers, and the individuals covering the City are reputable and trustworthy, knowledgeable and experienced in Public City investing and able to meet all of their financial obligations. These institutions may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

In accordance with Section 53601.5, institutions eligible to transact investment business with the City include:

- Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers.
- Nationally or state-chartered banks.
- The Federal Reserve Bank.
- Direct issuers of securities eligible for purchase.

Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the City, except where the City utilizes an external investment adviser in which case the City may rely on the adviser for selection.

All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Treasurer with audited financials and a statement certifying that the institution has reviewed the California Government Code, Section 53600 *et seq.* and the City's investment policy. The Treasurer will conduct an annual review of the financial condition and registrations of such qualified bidders.

Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

IX. AUTHORIZED INVESTMENTS

The City's investments are governed by California Government Code, Sections 53600 *et seq.* Within the investments permitted by the Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the time the security is purchased.

Any investment currently held at the time the policy is adopted which does not meet the new policy guidelines can be held until maturity, and shall be exempt from the current policy. At the time of the investment's maturity or liquidation, such funds shall be reinvested only as provided in the current policy.

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers.

1. MUNICIPAL SECURITIES include obligations of the City, the State of California, any of the other 49 states, and any local City within the State of California, provided that:

- The securities are rated "A" or higher by at least one nationally recognized statistical rating organization ("NRSRO").
- No more than 5% of the portfolio may be invested in any single issuer.
- No more than 30% of the portfolio may be in Municipal Securities.
- The maximum maturity does not exceed five (5) years.

2. U.S. TREASURIES and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in U.S. Treasuries, provided that:

- The maximum maturity is five (5) years.

3. **FEDERAL AGENCIES** or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in Federal City or Government-Sponsored Enterprises (GSEs), provided that:
 - No more than 25% of the portfolio may be invested in any single City/GSE issuer.
 - The maximum maturity does not exceed five (5) years.
4. **BANKER'S ACCEPTANCES**, provided that:
 - They are issued by institutions which have short-term debt obligations rated "A-1" or higher by at least one NRSRO; or long-term debt obligations which are rated "A" or higher by at least one NRSRO.
 - No more than 40% of the portfolio may be invested in Banker's Acceptances.
 - No more than 5% of the portfolio may be invested in any single issuer.
 - The maximum maturity does not exceed 180 days.
5. **COMMERCIAL PAPER**, provided that:
 - The issuer is a corporation organized and operating in the United States with assets in excess of \$500 million.
 - The securities are rated "A-1" or higher by at least one NRSRO.
 - They are issued by corporations which have long-term obligations rated "A" or higher by at least one NRSRO.
 - City may purchase no more than 10% of the outstanding commercial paper of any single issuer.
 - No more than 25% of the portfolio may be invested in Commercial Paper.
 - No more than 5% of the portfolio may be invested in any single issuer.
 - The maximum maturity does not exceed 270 days.

6. **NEGOTIABLE CERTIFICATES OF DEPOSIT (NCDs)**, issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank, provided that:
 - The amount of the NCD insured up to the FDIC limit does not require any credit ratings.
 - Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated "A-1" or higher by at least one NRSRO; or long-term obligations rated "A" or higher by at least one NRSRO.
 - No more than 30% of the total portfolio may be invested in NCDs (combined with CDARS).
 - No more than 5% of the portfolio may be invested in any single issuer.
 - The maximum maturity does not exceed five (5) years.
7. **FEDERALLY INSURED TIME DEPOSITS (Non-Negotiable Certificates of Deposit)** in state or federally chartered banks, savings and loans, or credit unions, provided that:
 - The amount per institution is limited to the maximum covered under federal insurance.
 - No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
 - The maximum maturity does not exceed five (5) years.
8. **COLLATERALIZED TIME DEPOSITS (Non-Negotiable Certificates of Deposit)** in state or federally chartered banks, savings and loans, or credit unions in excess of insured amounts which are fully collateralized with securities in accordance with California law, provided that:
 - No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
 - The maximum maturity does not exceed five (5) years.
9. **CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)**, provided that:
 - No more than 30% of the total portfolio may be invested in a combination of Certificates of Deposit, including CDARS.

- The maximum maturity does not exceed five (5) years.

10. COLLATERALIZED BANK DEPOSITS. City's deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651.

11. REPURCHASE AGREEMENTS collateralized with securities authorized under California Government Code, maintained at a level of at least 102% of the market value of the Repurchase Agreement. There are no limits on the dollar amount or percentage that the City may invest, provided that:

- Securities used as collateral for Repurchase Agreements will be delivered to an acceptable third party custodian.
- Repurchase Agreements are subject to a Master Repurchase Agreement between the City and the provider of the repurchase agreement. The Master Repurchase Agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).
- The maximum maturity does not exceed one (1) year.

12. STATE OF CALIFORNIA LOCAL CITY INVESTMENT FUND (LAIF), provided that:

- The City may invest up to the maximum amount permitted by LAIF.
- LAIF's investments in instruments prohibited by or not specified in the City's policy do not exclude the investment in LAIF itself from the City's list of allowable investments, provided LAIF's reports allow the Treasurer to adequately judge the risk inherent in LAIF's portfolio.

13. INVESTMENT TRUST OF CALIFORNIA (CALTRUST), which is a joint powers authority (JPA), organized and managed by the Investment Trust of California JPA for the benefit of local agencies, pursuant to California Government Code Section 6509.7

14. CORPORATE MEDIUM TERM NOTES (MTNs), provided that:

- The issuer is a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- The securities are rated "A" or higher by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in MTNs.
- No more than 5% of the portfolio may be invested in any single issuer.

- The maximum maturity does not exceed five (5) years.

15. ASSET-BACKED, MORTGAGE-BACKED, MORTGAGE PASS-THROUGH SECURITIES, AND COLLATERALIZED MORTGAGE OBLIGATIONS, provided that:

- The securities are rated “AA” or higher by a NRSRO.
- They are issued by an issuer having long-term debt obligations rated “A” or higher by at least one NRSRO.
- No more than 20% of the total portfolio may be invested in these securities.
- No more than 5% of the portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer. There is no issuer limitation on any Mortgage security where the issuer is the US Treasury or a Federal City/GSE.
- The maximum legal final maturity does not exceed five (5) years.

16. MONEY MARKET MUTUAL FUNDS that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:

- Such Funds meet either of the following criteria:
 1. Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
 2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years’ experience investing in the securities and obligations authorized by California Government Code, Section 53601 and with assets under management in excess of \$500 million.
- No more than 20% of the total portfolio may be invested in Money Market Mutual Funds.

17. SUPRANATIONALS, provided that:

- Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.

- The securities are rated “AA” or higher by a NRSRO.
- No more than 30% of the total portfolio may be invested in these securities.
- No more than 10% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

X. PROHIBITED INVESTMENT VEHICLES AND PRACTICES

- State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
- In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
- Investment in any security that could result in a zero interest accrual if held to maturity is prohibited.
- Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
- Purchasing or selling securities on margin is prohibited.
- The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
- The purchase of foreign currency denominated securities is prohibited.

XI. INVESTMENT POOLS/MUTUAL FUNDS

The City shall conduct a thorough investigation of any pool or mutual fund prior to making an investment, and on a continual basis thereafter. The Treasurer shall develop a questionnaire which will answer the following general questions:

1. A description of eligible investment securities, and a written statement of investment policy and objectives.
2. A description of interest calculations and how it is distributed, and how gains and losses are treated.
3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.

4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
5. A schedule for receiving statements and portfolio listings.
6. Are reserves, retained earnings, etc. utilized by the pool/fund?
7. A fee schedule, and when and how is it assessed.
8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

XII. COLLATERALIZATION

CERTIFICATES OF DEPOSIT (CDs). The City shall require any commercial bank or savings and loan association to deposit eligible securities with an City of a depository approved by the State Banking Department to secure any uninsured portion of a Non-Negotiable Certificate of Deposit. The value of eligible securities as defined pursuant to California Government Code, Section 53651, pledged against a Certificate of Deposit shall be equal to 150% of the face value of the CD if the securities are classified as mortgages and 110% of the face value of the CD for all other classes of security.

COLLATERALIZATION OF BANK DEPOSITS. This is the process by which a bank or financial institution pledges securities, or other deposits for the purpose of securing repayment of deposited funds. The City shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.

REPURCHASE AGREEMENTS. The City requires that Repurchase Agreements be collateralized only by securities authorized in accordance with California Government Code:

- The securities which collateralize the repurchase agreement shall be priced at Market Value, including any Accrued Interest plus a margin. The Market Value of the securities that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities.
- Financial institutions shall mark the value of the collateral to market at least monthly and increase or decrease the collateral to satisfy the ratio requirement described above.
- The City shall receive monthly statements of collateral.

XIII. DELIVERY, SAFEKEEPING AND CUSTODY

DELIVERY-VERSUS-PAYMENT (DVP). All investment transactions shall be conducted on a delivery-versus-payment basis.

SAFEKEEPING AND CUSTODY. To protect against potential losses due to failure of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all cash and securities in the City's portfolio shall be held in safekeeping in the City's name by a third party custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the City from the custodian listing all securities held in safekeeping with current market data and other information.

The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) money mutual funds, since the purchased securities are not deliverable.

XIV. MAXIMUM MATURITY

To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities.

The City will not invest in securities maturing more than five (5) years from the date of trade settlement, unless the City Council has by resolution granted authority to make such an investment.

XV. RISK MANAGEMENT AND DIVERSIFICATION

MITIGATING CREDIT RISK IN THE PORTFOLIO

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

- The diversification requirements included in the "Authorized Investments" section of this policy are designed to mitigate credit risk in the portfolio.
- No more than 5% of the total portfolio may be invested in securities of any single issuer, except where the issuer is the US Government, its Agencies and GSEs, an authorized Supranational issuer or where the security is a

Money Market Mutual Fund, Local City Investment Fund (LAIF) or other Local Government Investment Pool.

- The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or City's risk preferences.
- If securities owned by the City are downgraded by an NRSRO to a level below the quality required by this investment policy, it will be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
- If a security is downgraded, the Treasurer will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
- If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

MITIGATING MARKET RISK IN THE PORTFOLIO

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City will maintain a minimum of six months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements.
- The maximum percent of callable securities (does not include "make whole call" securities as defined in the Glossary) in the portfolio will be 20%.
- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.
- The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index

selected by the City based on the City's investment objectives, constraints and risk tolerances.

XVI. REVIEW OF INVESTMENT PORTFOLIO

The Treasurer shall periodically, but no less than quarterly, review the portfolio to identify investments that do not comply with this investment policy and establish protocols for reporting major and critical incidences of noncompliance to the City Council.

XVII. PERFORMANCE EVALUATION

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments.

The Treasurer shall monitor and evaluate the portfolio's performance relative to the chosen market benchmark(s), which will be included in the Treasurer's quarterly report. The Treasurer shall select an appropriate, readily available index to use as a market benchmark.

XVIII. REPORTING

MONTHLY REPORTS

Monthly transaction reports will be submitted by the Treasurer to the City Council within 30 days of the end of the reporting period in accordance with California Government Code Section 53607.

QUARTERLY REPORTS

The Treasurer will submit a quarterly investment report to the City Council which provides full disclosure of the City's investment activities within 30 days after the end of the quarter. These reports will disclose, at a minimum, the following information about the City's portfolio:

1. An asset listing showing par value, cost and independent third-party fair market value of each security as of the date of the report, the source of the valuation, type of investment, issuer, maturity date, interest rate and interest rate.
2. Transactions for the period.
3. A description of the funds, investments and programs (including lending programs) managed by contracted parties (i.e. LAIF; investment pools, outside money managers and securities lending agents)

4. A one-page summary report that shows:
 - a. Average maturity of the portfolio and modified duration of the portfolio;
 - b. Maturity distribution of the portfolio;
 - c. Percentage of the portfolio represented by each investment category;
 - d. Average portfolio credit quality; and,
 - e. Time-weighted total rate of return for the portfolio for the prior one month, three months, twelve months and since inception compared to the City's market benchmark returns for the same periods;
5. A statement of compliance with investment policy, including a schedule of any transactions or holdings which do not comply with this policy or with the California Government Code, including a justification for their presence in the portfolio and a timetable for resolution.
6. A statement that the City has adequate funds to meet its cash flow requirements for the next six months.

ANNUAL REPORTS

A comprehensive annual report will be presented to the City Council. This report will include comparisons of the City's return to the market benchmark return, suggest policies and improvements that might enhance the investment program, and will include an investment plan for the coming year.

XIX. REVIEW OF INVESTMENT POLICY

The investment policy will be reviewed and adopted at least annually within 120 days of the end of the fiscal year, to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.

Any recommended modifications or amendments shall be presented by Staff to the City Council for their consideration and adoption.

Prepared by:

Marie Marron Berkkuti
Finance Manager/City Treasurer

Approved as to legal form:

Johanna Canlas
City Attorney

Approved:

David Zito, Mayor
City Council

Date:

Glossary of Investment Terms

AGENCIES. Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called "FreddieMac" issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as "FannieMae," issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as "GinnieMae," issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

ASKED. The price at which a seller offers to sell a security.

ASSET BACKED SECURITIES. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

AVERAGE LIFE. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

BANKER'S ACCEPTANCE. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which "accepts" the obligation to pay the investor.

BENCHMARK. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

BID. The price at which a buyer offers to buy a security.

BROKER. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

CALLABLE. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower rate of interest. Callable securities have reinvestment risk as the investor may receive its principal back when interest rates are lower than when the investment was initially made.

CERTIFICATE OF DEPOSIT (CD). A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS). A private placement service that allows local agencies to purchase more than \$250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than \$250,000 each, so that FDIC coverage is maintained.

COLLATERAL. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

COLLATERALIZED MORTGAGE OBLIGATIONS (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COMMERCIAL PAPER. The short-term unsecured debt of corporations.

COST YIELD. The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

COUPON. The rate of return at which interest is paid on a bond.

CREDIT RISK. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

CURRENT YIELD. The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

DEALER. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

DEBENTURE. A bond secured only by the general credit of the issuer.

DELIVERY VS. PAYMENT (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

DERIVATIVE. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.

DISCOUNT. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

DIVERSIFICATION. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

DURATION. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates. (See modified duration).

FEDERAL FUNDS RATE. The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.

FEDERAL OPEN MARKET COMMITTEE. A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.

LEVERAGE. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY. The speed and ease with which an asset can be converted to cash.

LOCAL AGENCY INVESTMENT FUND (LAIF). A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.

LOCAL GOVERNMENT INVESTMENT POOL. Investment pools that range from the State Treasurer's Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

MAKE WHOLE CALL. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

MARGIN. The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET RISK. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

MARKET VALUE. The price at which a security can be traded.

MARKING TO MARKET. The process of posting current market values for securities in a portfolio.

MATURITY. The final date upon which the principal of a security becomes due and payable.

MEDIUM TERM NOTES. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MODIFIED DURATION. The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

MONEY MARKET. The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

MORTGAGE PASS-THROUGH SECURITIES. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

MUNICIPAL SECURITIES. Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

NEGOTIABLE CD. A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market and are payable upon order to the bearer or initial depositor (investor).

PREMIUM. The difference between the par value of a bond and the cost of the bond, when the cost is above par.

PREPAYMENT SPEED. A measure of how quickly principal is repaid to investors in mortgage securities.

PREPAYMENT WINDOW. The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

PRIMARY DEALER. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

PRUDENT PERSON (PRUDENT INVESTOR) RULE. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

REALIZED YIELD. The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

REGIONAL DEALER. A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities and that is not a primary dealer.

REPURCHASE AGREEMENT. Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

SAFEKEEPING. A service to bank customers whereby securities are held by the bank in the customer's name.

STRUCTURED NOTE. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

SUPRANATIONAL. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

TOTAL RATE OF RETURN. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

U.S. TREASURY OBLIGATIONS. Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

TREASURY BILLS. All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

TREASURY NOTES. All securities issued with initial maturities of two to ten years are called Treasury notes, and pay interest semi-annually.

TREASURY BONDS. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

VOLATILITY. The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

YIELD TO MATURITY. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

RESOLUTION 2017-093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING THE CITY OF SOLANA BEACH'S INVESTMENT POLICY FOR FISCAL YEAR 2017/18

WHEREAS, the Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code Sections 53600.6 and 53630.1); and

WHEREAS, the City Council may invest surplus monies not required for the immediate necessities of the local agency in accordance with the provisions of California Government Code Section 53600 *et seq.* and this policy; and

WHEREAS, the City Treasurer of the City of Solana Beach may invest surplus monies not required for the immediate necessities of the local agency in accordance with the provisions of California Government Code Section 53600 *et seq.* and this policy; and

WHEREAS, the City Treasurer of the City of Solana Beach, under the direction of the City Manager, has prepared and submitted a statement of investment policy and such policy, and any changes thereto, have been considered by the City Council at a public meeting.

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

1. That the above recitations are true.
2. That it shall be the policy of the City of Solana Beach to invest funds in a prudent manner to provide safety, liquidity and yield from the investments, while meeting the cash flow needs of the City, and conforming to all statutes governing the investment of City of Solana Beach funds as set forth in the amended FY 2017/18 Investment Policy.

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PASSED AND ADOPTED this 14th day of June 2017, 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 –

MIKE NICHOLS, 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: June 14, 2017
ORIGINATING DEPT: Engineering Department
SUBJECT: **Consideration of Resolution No. 2017-090: Pedestrian Pathway Improvements Notice of Completion**

BACKGROUND:

At the April 27, 2016 City Council meeting, the City Council awarded a construction contract for the Pedestrian Pathway Improvements project, Bid 2016-03, to PAL General Engineering. This project improved pedestrian paths at the following three locations:

1. Fletcher Cove Overlook Park: to reduce erosion of the decomposed granite (DG) pathways, additional railroad tie steps and a rock swale was installed to channel rain runoff.
2. North Rios trailhead to the San Elijo Lagoon: the pathway between the existing pedestrian ramp and view bench was made ADA accessible and a seat wall was added for docent tours.
3. The northeast corner of San Andres and Highland: the existing slope was cut back and a pathway was installed to create more space for pedestrians.

This item is before the City Council to report the final project costs, accept the project as complete and direct the City Clerk to file a Notice of Completion (NOC).

DISCUSSION:

PAL General Engineering completed work on this project in accordance with the approved plans and specifications of Bid No. 2016-03 to the satisfaction of the City Engineer. One change order in an amount of \$3,620 was issued for extra work related to adding beach pebble rocks in various landscape areas. The City will release the retention, in the amount of \$976, thirty-five (35) days after the NOC is recorded.

CITY COUNCIL ACTION:

CEQA COMPLIANCE STATEMENT:

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

FISCAL IMPACT:

The project was funded by the Capital Improvement Project Program in the Fiscal Year 2015/2016 Adopted Budget, which included \$20,000 for drainage and walkway repairs at the Fletcher Cove Community Center. The total cost of the project was \$19,974 which includes \$15,897 for the main contract work, \$3,620 for the extra work and \$457 for advertisement of the construction bids. All work was completed within the project budget.

WORK PLAN:

N/A

OPTIONS:

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


DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2017-090:

1. Authorizing the City Council to accept as complete the Pedestrian Pathway Improvements, Bid 2016-03, constructed by PAL General Engineering.
2. Authorizing the City Clerk to file a Notice of Completion.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution No. 2017-090

RESOLUTION 2017 - 090

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, ACCEPTING AS COMPLETE THE PEDESTRIAN PATHWAY IMPROVEMENTS, BID 2016-03, AND AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION

WHEREAS, the Pedestrian Pathway Improvements Project has been completed in accordance with the plans and specifications included as part of the construction contract with PAL General Engineering to the satisfaction of the City Engineer.

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

1. That the above recitations are true and correct.
2. That the City Council accepts as complete the Pedestrian Pathway Improvements, Bid 2016-03, constructed by PAL General Engineering.
3. That the City Council authorizes the City Clerk to file a Notice of Completion for the project.

PASSED AND ADOPTED this 14th day of June, 2017, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California, by the following vote:

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

MIKE NICHOLS, 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: June 14, 2017
ORIGINATING DEPT: Finance Department
SUBJECT: **Appropriation of Funds for Transfer to the City CIP Fund and Related Revenue Adjustments in the General Fund for the Fiscal Year 2016/17**

BACKGROUND:

At the May 10, 2017 City Council budget workshop, the City Council was provided information regarding a Staff recommendation that \$365,000 of the projected Fiscal Year (FY) 2016/17 General Fund surplus be used to fund proposed projects in the City CIP Fund for FY 2017/18 and FY 2018/19.

Staff subsequently identified that a portion of the projected FY 2016/17 surplus is related to one time projects in the General Fund and City CIP being moved to FY 2017/18. If the funding for these one-time projects can be made available in FY 2017/18, it would help with the projected budgeted surpluses for FY 2017/18 and 2018/19. A method to fund the projects in the following fiscal year would be to increase the recommended transfer of \$365,000 from the projected FY 2016/17 surplus to the City CIP in FY 2016/17, resulting in a higher available fund balance to fund projects in FY 2017/18 and lowering the needed transfer from the General Fund to the City CIP in FY 2018/19.

This item is before the City Council to request the appropriation of funds in the amount of \$572,500 as a transfer to the City CIP fund and related revenue and expenditure adjustments in the General Fund for FY 2016/17.

DISCUSSION:

Staff has determined that there will be a projected \$1,158,349 surplus in FY 2016/17 using current projections for revenue and expenditures as detailed in the table on the following page:

CITY COUNCIL ACTION:

	FY2017		
	Adopted *	Projected	Variance
Revenues	\$ 16,862,500	\$ 17,407,671	\$ (545,171)
Salaries & Benefits	7,400,600	7,312,477	88,123
Materials, Supplies, Services	7,517,700	7,223,045	294,655
Internal Service	1,410,900	1,410,900	-
Total Expenditures	<u>16,329,200</u>	<u>15,946,422</u>	<u>382,778</u>
Revenues Over/(Under) Expend	<u>533,300</u>	<u>1,461,249</u>	<u>(927,949)</u>
Transfers Out			-
Debt Service	(153,300)	(153,300)	-
City CIP	(104,600)	(104,600)	-
Asset Replacement	<u>(45,000)</u>	<u>(45,000)</u>	<u>-</u>
Total Transfers Out	(302,900)	(302,900)	-
Net Projected Surplus (Deficit)	<u>\$ 230,400</u>	<u>\$ 1,158,349</u>	<u>\$ (927,949)</u>

* Includes Adopted Budget and Resolutions approved
 by Council through 05/24/17

The current budgeted surplus is \$230,400. Revenues are expected to exceed budget by \$545,171 and expenditures are expected to come in lower than budget by \$382,778. This results in a projected surplus of \$1,158,349, or \$927,949 greater than the budgeted surplus of \$230,400.

Some one-time General Fund projects have been moved from FY 2016/17 to FY 2017/18, which has helped contribute to the lower than expected expenditures in FY 2016/17. These include a Fee Study at \$50,000; personnel policies update at \$12,500; and a retention schedule update at \$25,000 for a total of \$87,500. Additionally, the monies appropriated in FY 2016/17 for the Fletcher Cove and La Colonia Tot Lot repairs totaling \$80,000 and the City Wide Geographical Info System (GIS) at \$20,000 were re-budgeted to other CIP priority projects, primarily the Stevens Avenue project and emergency storm drain repairs, so that additional funds did not need to be transferred from the General Fund to the City CIP to pay for the priority projects.

At the May 10, 2017 City Council budget workshop, Staff recommended that \$365,000 of the projected FY 2016/17 projected surplus be transferred to the City CIP to pay for the Lomas Santa Fe Corridor Study and Storm Drain Improvements.

Staff is recommending that an additional \$207,500 of the projected FY 2016/17 projected surplus be transferred to the City CIP for a total of \$572,500 as detailed in the following table:

	<u>FY 2017/18</u>	<u>FY 2018/19</u>	<u>Total</u>	
Lomas Santa Fe Corridor Study	\$ 65,000	\$ 100,000	\$ 165,000	= \$ 365,000
Storm Drain Improvements	200,000		200,000	
City Wide GIS		20,000	20,000	
LCC Tot Lot	60,000		60,000	
FC Park Tot Lot (1)	40,000		40,000	
General Fund one-time			-	= \$ 207,500
Fee Study	50,000		50,000	
Personnel Policies	12,500		12,500	
Retention Schedule	25,000		25,000	
Total	<u>\$ 452,500</u>	<u>\$ 120,000</u>	<u>\$ 572,500</u>	

(1) amount increased from \$20,000 in the FY 2016/17 CIP budget to \$40,000. Project was originally budgeted in the Public Improvement Grant (#420) fund, but remaining monies in Fund 420 were used for Skatepark design costs and this project was moved to the City CIP fund.

The additional transfer of \$207,500 will decrease by the same amount the proposed FY 2018/19 transfer from the General Fund to the City CIP resulting in the FY 2018/19 projected surplus increasing from \$208,900 to \$416,400.

To offset the increase in the General Fund's transfer to the City CIP Fund of \$572,500, Staff is recommending revenue and expenditure adjustments be made as shown in the table on the following page:

<u>Revenues</u>	<u>Additions/ Deletions</u>
Property Taxes Current	\$ 108,500
RDA Pass-Thru Payments	50,000
Transient Occupancy Tax	65,000
Investment Earnings	53,000
Motor Vehicle in Lieu	32,000
Fire Revenue from Other Agencies	25,000
Total Revenue Increases	<u>\$ 333,500</u>

<u>Expenditures</u>	
Professional Services	\$ (25,000)
Salary and Benefits	(15,000)
Professional Services	(66,500)
Professional Services	(12,500)
Professional Services	(25,000)
Professional Services	(25,000)
Utilities - Electric	(20,000)
Salary and Benefits	(50,000)
Total Expenditures Decreases	<u>\$ (239,000)</u>

FISCAL IMPACT:

If Council approves Staff recommendations, the "General Fund – Adopted Budget Plus Changes" net surplus balance reported at each Council meeting would be updated as follows:

GENERAL FUND - ADOPTED BUDGET PLUS CHANGES	
As of June 14, 2017 (Proposed)	

	Description	Revenues	Expenditures	Transfers from GF	Net Surplus
Reso 2016-080	Adopted Budget	16,512,500	(16,148,700)	(350,800) (1)	\$ 13,000
Reso 2016-112	Qtr-Year Budget Adjustments	-	130,700	76,900 (2)	220,600
Reso 2017-029	Mid-Year Budget Adjustments	350,000	(311,200)	(29,000) (3)	230,400
Reso 2017-030	Qtr-Year Budget Adjustment	333,500	239,000	(572,500) (4)	230,400

- (1) Transfers to
 - Debt Service for Public Facilities
 - City CIP Fund
 - Asset Replacement
- (2) Transfer from:
 - City CIP Fund
- (3) Transfer to:
 - City CIP Fund
- (4) Transfer to:
 - City CIP Fund

The General Fund's projected budgeted surplus for FY 2016/17 would remain at \$230,400, while the FY 2016/17 projected surplus will decrease from \$1,158,349 to \$585,849, or by \$572,500.

WORK PLAN:

Fiscal Sustainability

OPTIONS:

- Adopt Staff recommendation
- Deny Staff recommendation and provide direction

DEPARTMENT RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2017-094 (Attachment 1) revising appropriations in the Fiscal Year 2016/17 Budget.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager

Attachments:

1. Resolution No. 2017-094

RESOLUTION 2017-094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, REVISING APPROPRIATIONS IN THE FISCAL YEAR 2016/17 BUDGET AND AUTHORIZING THE CITY TREASURER TO AMEND THE BUDGET ACCORDINGLY

WHEREAS, during the course of the fiscal year, new information becomes available to Staff which require adjustments to be made to the adopted budget; and

WHEREAS, Section 3.08.040 of the Solana Beach Municipal Code limits the purchases by departments within the total departmental budget appropriations; and

WHEREAS, the City's Operating Budget Policies state that total expenditures of a particular fund may not exceed that which is appropriated by the City Council, without a budget amendment; and

WHEREAS, the City Manager, in coordination with the Finance Manager, reviewed and analyzed the expenditures of the Fiscal Year 2016/17 Adopted Budget and recommend certain amendments be made to the General Fund as well as other funds.

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 City Treasurer is authorized to amend appropriations in the 2016/17 fiscal year budget as further set forth in the attached Exhibit A.

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PASSED, APPROVED AND ADOPTED by the City Council of the City of Solana Beach, California, this 14th day of June 2017, by the following vote:

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

MIKE NICHOLS, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

**Exhibit A
Resolution 2017-094**

REVENUES
General Fund

<u>Account</u>	<u>Additions/ Deletions</u>
Property Taxes Current	\$ 108,500
RDA Pass-Thru Payments	50,000
Transient Occupancy Tax	65,000
Investment Earnings	53,000
Motor Vehicle in Lieu	32,000
Fire Revenue from Other Agencies	25,000
<i>Total General Fund</i>	<u><u>\$ 333,500</u></u>

EXPENDITURES
General Fund

City Clerk	Professional Services	\$ (25,000)
City Clerk	Salary and Benefits	(15,000)
Finance	Professional Services	(66,500)
Human Resources	Professional Services	(12,500)
Environmental Services	Professional Services	(25,000)
Street Maintenance	Professional Services	(25,000)
Public Facilities	Utilities - Electric	(20,000)
Fire Department	Salary and Benefits	(50,000)
Transfers Out		572,500
	<i>Total General Fund</i>	<u><u>\$ 333,500</u></u>



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: June 14, 2017
ORIGINATING DEPT: Finance
SUBJECT: Adoption of Fiscal Year 2017/18 and FY 2018/19 Budgets

BACKGROUND:

The City Council (Council) held a Budget Session on May 10, 2017 where Staff presented to Council the Proposed Fiscal Years (FYs) 2017/18 and 2018/19 Proposed Budgets (Budgets).

This item is before the Council to approve and adopt the Revised Proposed FY 2017/18 and FY 2018/19 Budget.

DISCUSSION:

The information contained in the Budgets reflects the estimate of anticipated revenues for all funds, sets the spending limits for all funds, and follows the policy direction provided by the City Council. The estimates are based on current available information. The Council has the ability to modify the budget during the fiscal year as it becomes necessary.

The recommended budgets were summarized in the Proposed Budgets for FY 2017/18 and FY 2018/19 presented to Council at the May 10th Council meeting.

Two changes were made in the Proposed Budget presented at the May 10th meeting – one in the General Fund and one in the Coastal Visitors TOT Fund.

GENERAL FUND

At the May 10, 2017 City Council budget workshop, Staff reported that the projected FY 2016/17 General Fund surplus was estimated to be \$1,057,049. Staff recommended that \$365,000 of the surplus be used to increase Transfers Out to the City CIP Fund to help pay for expenditures proposed for the FY 2017/18 and 2018/19 City CIP budgets.

CITY COUNCIL ACTION:

On the consent agenda for the June 14, 2017 Council meeting, a Staff Report regarding a recommended FY 2016/17 budget adjustment reports that the projected FY 2016/17 General Fund surplus is now estimated to be \$1,158,349, an increase of \$101,300. Staff identified that \$207,500 of the projected surplus resulted from some one-time General Fund projects being moved from FY 2016/17 to FY 2017/18 and that City CIP projects budgeted in FY 2016/17 were re-budgeted to accommodate increases in City CIP Fund projects for that fiscal year. These City CIP Fund projects that were re-budgeted are now proposed for the FY 2017/18 and FY 2018/19 Budgets.

In the Staff Report and requested approval by Council of Resolution 2017-094, Staff recommended that the \$207,500 be added to the previously identified \$365,000 for a total increase in transfers from the General Fund to the City CIP Fund of \$572,500 for FY 2016/17.

The net projected budgeted General Fund surpluses presented to Council at the May 10th meeting for FY 2017/18 and FY 2018/19 were \$306,500 and \$208,900, respectively. The projected budgeted surplus for FY 2017/18 already assumed that \$365,000 would be transferred to City CIP Fund in FY 2016/17, thus lowering the amount of transfers from the General Fund to the City CIP Fund that would have been required in FY 2017/18 to pay for projects.

The additional \$207,500 that is requested be transferred from the General Fund to the City CIP Fund in FY 2016/17 as part of Resolution 2017-094 would result in the required transfers for FY 2018/19 being reduced from \$458,000 to \$250,500 and the projected budgeted surplus for FY 2018/19 increasing from \$208,900 to \$416,400. To accomplish this increase in projected surplus for FY 2018/19, the \$207,500 would remain in the City CIP Fund's fund balance during FY 2017/18 and be available in FY 2018/19 to pay for projects.

To reflect these recommended changes, the General Fund Summary table has been amended as shown on the following page:

General Fund Summary

	FY2018 Proposed	FY2019 Proposed
Revenues	\$ 17,611,600	\$ 17,916,600
Salaries & Benefits	7,593,400	7,801,200
Materials, Supplies, Services	7,668,700	7,823,400
Internal Service	1,670,600	1,474,000
Total Expenditures	16,932,700	17,098,600
Revenues Over/(Under) Expend	678,900	818,000
Transfers Out		
Debt Service	(152,400)	(151,100)
City CIP	(220,000)	(250,500)
Asset Replacement	-	-
Total Transfers Out	(372,400)	(401,600)
Net Projected Surplus (Deficit)	\$ 306,500	\$ 416,400

FUND #250 – COASTAL VISITORS TOT FUND

At the April 26, 2017 City Council meeting, Council approved an appropriation of \$70,000 from the Public Art Reserve in the Coastal Visitors TOT fund to the Public Arts expenditure account in the same fund to pay for a permanent art and landscaping project in front of the Fire Station.

It is expected that a purchase order required to encumber the \$70,000 will be executed in FY 2017/18, therefore, the \$70,000 appropriation is being moved to the FY 2017/18 Proposed Budget.

CEQA COMPLIANCE STATEMENT

The above mentioned items are not projects as defined by CEQA.

FISCAL IMPACT:

The following are the fiscal impacts of the FY 2017/18 and FY 2018/19 Revised Proposed Budgets (including the Successor Agency):

	FY 2017/18	FY 2018/19
Total estimated:		
Available fund balances at the end of FY	\$ 44,692,745	\$ 45,909,418
Revenues and transfers	28,842,600	29,110,523
Appropriations including transfers out	34,230,350	27,893,850
General Fund		
Estimated revenue	\$ 17,611,600	\$ 17,916,600
Estimated appropriations including expenditures and transfers out	17,305,100	17,500,200
Projected net surplus	\$ 306,500	\$ 416,400
General Fund Reserves		
Restricted	\$ 679,590	\$ 724,490
Designated	4,422,990	4,492,435
Undesignated	5,143,619	5,445,674
Total	\$ 10,246,199	\$ 10,662,599

WORKPLAN:

Fiscal Sustainability.

OPTIONS:

- Adopt the FY 2017/18 and FY 2018/19 Budgets as proposed.
- Adopt a modified FY 2017/18 and FY 2018/19 Budgets
- Deny Staff Recommendation and provide direction to Staff.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2017-095 approving the Fiscal Year 2017/18 and FY 2018/19 Budgets.

CITY MANAGER'S RECOMMENDATION:

Approve department recommendation.



 Gregory Wade, City Manager

Attachments:

1. Resolution 2017-095

RESOLUTION 2017-095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, ADOPTING THE BUDGETS FOR FISCAL YEARS 2017/18 AND 2018/19

WHEREAS, after review of the proposed budgets for Fiscal Years 2017/18 and 2018/19 by the Solana Beach City Council and consideration of comments and input by the public on the proposed budget; and

WHEREAS, the City Council finds it in the interest of the health, welfare and safety of this city, its citizens and businesspersons, to adopt budgets for the receipt and expenditure of public monies in Fiscal Years 2017/18 and 2018/19.

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 does hereby adopt the budget revenue and appropriations and transfers by fund for the City of Solana Beach for the fiscal year beginning July 1, 2017 and ending June 30, 2018 as set forth in the attached Exhibit A.
3. That the City Council does hereby adopt the budget revenue and appropriations and transfers by fund for the City of Solana Beach for the fiscal year beginning July 1, 2018 and ending June 30, 2019 as set forth in the attached Exhibit B.

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4. That the appropriations above constitute the budgets for the 2017/18 and 2018/19 fiscal years and the City Manager is authorized to transfer monies between accounts within a department, provided that the total budget for the department is not exceeded. Transfer of monies from one department of the City to another, or from one fund to another, shall be approved by the City Council.

PASSED, APPROVED, AND ADOPTED this 14th day of June 2017 at a regular meeting of the City Council of the City of Solana Beach, California, by the following vote:

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

MIKE NICHOLS, Mayor

ATTEST:

APPROVED AS TO FORM:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

Exhibit A
Resolution 2017-095

	FY 2017/18	
	Revenues/ Transfers	Appropriations
GENERAL FUND	\$ 17,611,600	\$ 17,305,100
RISK MANAGEMENT/INSURANCE	479,900	512,000
WORKER'S COMPENSATION INS	377,900	458,700
ASSET REPLACEMENT	400,400	634,900
FACILITIES REPLACEMENT	153,500	300
PERS SIDE FUND	516,800	15,800
PENSION STABILIZATION	37,000	4,000
GAS TAX	306,400	482,600
MID 33 HIGHWAY 101	124,800	115,200
MID 9C SANTA FE HILLS	300,300	252,200
MID 9E ISLA VERDE	6,000	6,000
MID 9H SAN ELIJO #2	103,600	83,100
CRT MAINTENANCE DISTRICT	76,500	72,500
STREET LIGHT DISTRICT	560,200	356,900
DEVELOPER PASS-THRU	100,000	100,000
FIRE MITIGATION FEES	5,000	5,000
COPS	100,400	100,000
TRANSNET II	150,000	150,000
COASTAL BUSINESS/VISTORS	140,500	118,600
CAMP PROGRAMS	433,000	431,900
HOUSING	2,500	10,000
PUBLIC SAFETY SPECIAL REVENUES	49,500	95,000
PUBLIC FACILITIES	152,400	152,400
CAPITAL LEASE	202,400	202,400
SAND REPLENISHMENT/RETENTION CIP	276,400	623,200
MISC. CAPITAL PROJECTS	251,000	923,800
ASSESSMENT DISTRICTS CIP	100	-
SANITATION	5,444,660	10,522,900
SUCCESSOR AGENCY	479,840	495,850
	\$ 28,842,600	\$ 34,230,350

Exhibit B
Resolution 2017-095

	FY 2017/18	
	<u>Revenues/ Transfers</u>	<u>Appropriations</u>
GENERAL FUND	\$ 17,916,600	\$ 17,500,200
RISK MANAGEMENT/INSURANCE	520,100	520,500
WORKER'S COMPENSATION INS	491,300	490,300
ASSET REPLACEMENT	400,400	233,500
FACILITIES REPLACEMENT	153,500	300
PERS SIDE FUND	168,300	3,900
PENSION STABILIZATION	37,000	4,000
GAS TAX	311,800	402,600
MID 33 HIGHWAY 101	127,000	115,200
MID 9C SANTA FE HILLS	304,300	252,200
MID 9E ISLA VERDE	6,000	6,000
MID 9H SAN ELIJO #2	101,000	83,100
CRT MAINTENANCE DISTRICT	76,500	72,500
STREET LIGHT DISTRICT	569,300	356,600
DEVELOPER PASS-THRU	100,000	100,000
FIRE MITIGATION FEES	5,000	5,000
COPS	100,400	100,000
TRANSNET II	150,000	150,000
COASTAL BUSINESS/VISTORS	140,500	48,600
CAMP PROGRAMS	430,700	429,900
HOUSING	2,500	10,000
PUBLIC SAFETY SPECIAL REVENUES	49,500	85,000
PUBLIC FACILITIES	151,100	151,100
CAPITAL LEASE	202,400	202,400
SAND REPLENISHMENT/RETENTION CIP	276,400	149,200
MISC. CAPITAL PROJECTS	260,500	488,400
ASSESSMENT DISTRICTS CIP	100	-
SANITATION	5,578,483	5,437,100
SUCCESSOR AGENCY	479,840	496,250
	<u>\$ 29,110,523</u>	<u>\$ 27,893,850</u>



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: June 14, 2017
ORIGINATING DEPT: Community Development Department
SUBJECT: **Public Hearing: Request for DRP and SDP to Construct a Remodel and an Addition, Including a New Upper-Level Addition to an Existing Split-Level Single-Family Residence with an Attached Two-Car Garage and Perform Associated Site Improvements at 223 Ocean Street (Case # 17-16-24 Applicants: Erin and Mat McBriar; APN: 263-042-04; Resolution No. 2017-091)**

BACKGROUND:

The Applicants, Erin and Mat McBriar, are requesting City Council approval of a Development Review Permit (DRP) and a Structure Development Permit (SDP) to construct a 1,605 square-foot garage-level and main-level addition and a new 909 square-foot upper-level addition to an existing split-level, single-family residence with an attached, two-car garage and perform associated site improvements. The 12,679 square-foot lot is located at 223 Ocean Street and within the boundaries of the Medium Residential (MR) Zone and Scaled Residential Overlay Zone (SROZ).

The project proposes grading in the amounts of 240 cubic yards of cut, 140 cubic yards of fill, 300 cubic yards of recompaction, 35 cubic yards of cut for footings, and 135 cubic yards of export. The maximum building height would be 25.0 feet above the existing grade and 109.4 feet above Mean Sea Level (MSL). The project meets three thresholds for the requirement of a DRP, including: 1) construction in excess of 60 percent of the allowable floor area; 2) construction of a second story in excess of 35 percent of the total first-level floor area; and 3) an aggregate grading quantity in excess of 100 cubic yards. The project requires a SDP because the proposed development exceeds 16 feet in height above the existing grade.

The issue before the Council is whether to approve, approve with conditions, or deny the Applicants' request.

CITY COUNCIL ACTION:

DISCUSSION:

The lot is located on the south side of Ocean Street. The lot is triangular in shape and slopes down from the southwest. The existing garage is built into the western slope. There is a retaining wall that follows the west side of the driveway from Ocean Street, retaining the upper front-yard area. A break in the retaining walls provides stairway access to the main entrance of the residence. The existing main level is approximately 12 feet above the Ocean Street public right-of-way. There are three tiered retaining walls that retain the upper yard from the public sidewalk located along Ocean Street. The uppermost retaining wall is located on the Applicants' property. However, the two lower retaining walls are located within the public right-of-way.

The Applicants proposed to construct a 1,605 square-foot addition to the garage and main levels of the existing residence and construct a new 909 square-foot upper level. The project would also include associated site improvements including cut and fill grading, a pool and spa, fencing, hardscaping, and landscaping. The project plans are provided in Attachment 1.

Table 1 (below) provides a comparison of the Solana Beach Municipal Code (SBMC) applicable zoning regulations with the Applicants' proposed design.

Table 1		
LOT INFORMATION		
Property Address:	223 Ocean St	Zoning Designation: MR (5-7 du/ac)
Lot Size:	12,679 ft ²	# of Units Allowed: 1 Dwelling Unit
Max. Allowable Floor Area:	4,169 ft ²	# of Units Requested: 1 Dwelling Unit
Proposed Floor Area:	4,138 ft ²	Setbacks:
Below Max. Floor Area by:	31 ft ²	
Max. Allowable Height:	25.0 ft.	Front (W) 25 ft. 27 ft.
Max. Proposed Height:	25.0 ft.	Street Side (N) 10 ft. 10 ft.
Highest Point/Ridge:	109.4 MSL (SP 28)	Interior Side (S) 5 ft. 5 ft.
Overlay Zone(s):	SROZ	Rear (W) 25 ft. 25 ft.
PROPOSED PROJECT INFORMATION		
Floor Area Breakdown:		Required Permits:
Existing Main Level	1,162 ft ²	DRP: A DRP is required for a structure that exceeds 60% of the maximum allowable floor area, a structure with a second story in excess of 35% of the first story floor area, and for grading in excess of 100 cubic yards (aggregate)
Existing Garage Level	862 ft ²	
Proposed Main Level	1,306 ft ²	
Proposed Garage Level	299 ft ²	
Proposed Upper Level	909 ft ²	
Subtotal:	4,538 ft ²	SDP: A SDP is required for a new structure that exceeds 16 feet in height from the existing grade.
Off-Street Parking Exemption	- 400 ft ²	
Total Floor Area:	4,138 ft²	
Proposed Grading: Recompaction: 300 yd ³ Footings: 35 yd ³ Cut: 240 yd ³ Fill: 140 yd ³ Export: 135 yd ³		
Proposed Parking: Attached 2-car garage		Existing Development:
Proposed Fences and Walls: Yes		Split-Level, Single-Family Residence
Proposed Accessory Dwelling Unit: No		
Proposed Accessory Structure: No		

Staff has prepared draft findings for approval of the project in the attached Resolution 2017-091 (Attachment 2) for Council's consideration based upon the information in this report. The applicable SBMC sections are provided in italicized text and conditions from the Community Development, Engineering, and Fire Departments are incorporated in the Resolution of Approval. The Council may direct Staff to modify the Resolution to reflect the findings and conditions it deems appropriate as a result of the public hearing process. If the Council determines the project is to be denied, Staff will prepare a Resolution of Denial for adoption at a subsequent Council meeting.

The following is a discussion of the findings for a DRP and an administrative SDP as each applies to the proposed project as well as references to recommended conditions of approval contained in Resolution 2017-091.

Development Review Permit Compliance (SBMC Section 17.68.40):

A DRP is required for the following reasons: 1) the total proposed square footage would exceed 60 percent of the maximum allowable floor area in a residential zone; 2) the square footage of the proposed second story is more than 35 percent of the square footage of the proposed first floor; and 3) the proposal includes an aggregate grading quantity that exceeds 100 cubic yards of grading. The total floor area proposed is 4,138 square feet, which is 31 square feet below the maximum allowable floor area for the property, pursuant to the SROZ. The total floor area of the upper level would be 909 square feet and the existing lower levels are 2,024 square feet. The second floor would be 45 percent of the lower level. There would be 240 cubic yards of cut, 140 cubic yards of fill, 300 cubic yards of recompaction, 35 cubic yards of cut for footings, and 135 cubic yards of export or an aggregate grading quantity of 715 cubic yards.

In addition to meeting zoning requirements, the project must also be found in compliance with development review criteria. The following is a list of the development review criteria topics:

1. Relationship with Adjacent Land Uses
2. Building and Structure Placement
3. Landscaping
4. Roads, Pedestrian Walkways, Parking, and Storage Areas
5. Grading
6. Lighting
7. Usable Open Space

The Council may approve, or conditionally approve, a DRP only if all of the findings listed below can be made. Resolution 2017-091 (Attachment 2) 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. Other nearby properties are also located within the MR Zone and are developed with one and two-story, single-family residences. The project site is currently developed with a split-level, single-family residence.

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 and within the Coastal Zone. The project has been evaluated, and could be found to be in conformance with, the regulations of the SROZ, which are discussed further in this report. As a condition of project approval, the Applicants would be required to obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of a Building Permit.

Building and Structure Placement:

The Applicants propose to construct a remodel and an addition to an existing split-level, single-family residence. The project would expand the existing building footprint on the main level to the southwest and expand the existing garage level into the western slope. The project would also include the addition of a new upper level to the residence. Driveway access would be maintained from the two-car garage to Ocean Street along

the northeastern portion of the lot. The existing pedestrian access from the garage to the upper level of the front yard and main level of the residence would be reconfigured with new retaining walls. The existing two lower retaining walls located in the public right-of-way would be removed and one, new retaining wall would encroach 2.75 feet into the public right-of-way under the authorization of an Encroachment Permit.

A swimming pool and spa are proposed within the buildable area on the south (rear) side of the residence. Pool equipment would be located in the southern corner of the property and screened by fencing from neighboring properties. A trash enclosure would be located on the east side of the driveway within the front-yard setback and would be screened by fencing from neighboring properties and the public right-of-way. An outdoor kitchen would be located on a patio between the residence and the swimming pool on the southern side of the residence.

The Applicants are proposing a 299 square-foot addition to the 862 square-foot existing garage level that would consist of a two-car garage, one bedroom and bathroom, a laundry room, and a mudroom that would access the stairway to the main level. The existing elevator would be removed. The 1,306 square-foot addition to the existing 1,162 square-foot main level would consist of an open concept kitchen, dining and living room, two bedrooms, two bathrooms, a wine cellar and a den. The kitchen and den would open up to a patio on the south (rear) side of the residence and the living room would open up to a patio on the west side of the residence that would also wrap around and connect to the front patio. The new 909 square-foot upper-level addition would consist of a master suite, an office and two decks.

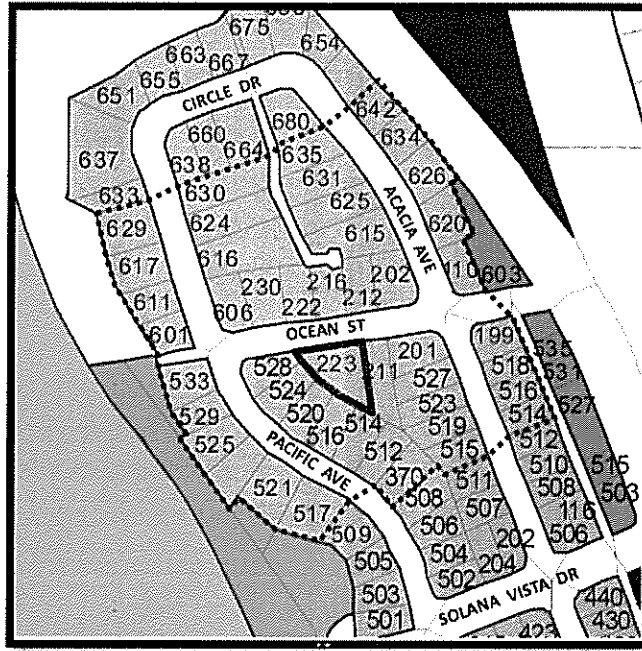
A single-family residence requires two off-street parking spaces. When required spaces are provided in a garage, 200 square feet of floor area is exempted for each required space. Therefore, the project is afforded a 400 square-foot exemption. The total proposed floor area would be 4,138 square feet, which is one square-foot below the maximum allowable Floor Area for the 12,679 square-foot lot, pursuant to the SROZ regulations. The maximum floor area calculation for this project is as follows:

0.500 for first 6,000 ft ²	3,000 ft ²
0.175 for 6,001 to 15,000 ft ²	1,169 ft ²
Total Allowable Floor Area:	<u>4,169 ft²</u>

The proposed project, as designed, meets the minimum required setbacks and is 31 square feet below the maximum allowable floor area for the property.

Neighborhood Comparison:

Staff compared the proposed project to 45 other properties within the surrounding area. This area includes properties along both sides of East and West Circle Drive, Pacific Avenue and Acacia Avenue and both sides of Ocean Street area as shown on the following Map:



The properties evaluated in this comparison are located in the MR Zone and SROZ. The existing homes range in size from 884 square feet to 4,897 square feet, according to the County Assessor records. It should be noted that the County Assessor does not include the garage, covered porch area, unfinished basement or accessory building area in the total square footage. Accordingly, the building area of the proposed project has been calculated for comparison purposes by deleting the area of the proposed garage as follows:

Project Gross Building Area:	4,538 ft ²
Delete Garage	- 502 ft ²
Project Area for Comparison to Assessor's Data:	4,036 ft ²

Table 2 is based upon the County Assessor's data and SanGIS data. It contains neighboring lot sizes, the square footage of existing development and the maximum allowable square footage for potential development on each lot.

#	Property Address	Lot Size in ft ² (GIS)	Existing ft ² Onsite (Assessor's)	Proposed / Recently Approved ft ²	Max. Allowable ft ² SROZ	Zone
1	601 W. Circle Drive	6,142	1,509		3,025	MR
2	611 W. Circle Drive	6,014	2,010		3,002	MR
3	617 W. Circle Drive	9,094	2,535		6,541	MR
4	629 W. Circle Drive	9,199	2,283		3,550	MR
5	642 W. Circle Drive	6,259	2,266		3,045	MR
6	634 W. Circle Drive	6,230	1,555		3,040	MR
7	626 W. Circle Drive	8,338	1,678		3,409	MR

8	620 W. Circle Drive	8,182	1,602		3,382	MR
9	604 E. Circe Drive	6,696	1,498		3,122	MR
10	616 W. Circle Drive	15,655	2,409		4,641	MR
11	606 W. Circle Drive	7,597	2,924		3,279	MR
12	230 Ocean Street	7,884	3,161		3,330	MR
13	222 Ocean Street	6,899	3,141		3,157	MR
14	216 Ocean Street	5,817	1,548	*4,089	2,906	MR
15	212 Ocean Street	6,422	1,452		3,074	MR
16	202 Ocean Street	8,733	2,016		3,478	MR
17	615 E. Circle Drive	11,853	2,913		4,024	MR
18	625 E. Circle Drive	9,898	3,392		3,682	MR
19	631 E. Circle Drive	9,845	2,739		3,673	MR
20	635 E. Circle Drive	7,411	2,517		3,072	MR
21	630 W. Circle Drive	11,603	2,135		3,247	MR
22	624 W. Circle Drive	10,788	2,350		3,839	MR
23	533 Pacific Avenue	8,279	2,917		3,399	MR
24	529 Pacific Avenue	6,016	1,609		3,003	MR
25	521 Pacific Avenue	11,469	3,431		3,957	MR
26	525 Pacific Avenue	7,857	3,408		3,345	MR
27	0 Pacific Avenue	8,489	VACANT		3,436	MR
28	517 Pacific Avenue	10,686	2,912		3,820	MR
29	528 Pacific Avenue	5,963	2,647		2,982	MR
30	524 Pacific Avenue	7,049	**4,897		3,184	MR
31	520 Pacific Avenue	6,855	**3,774		3,150	MR
32	223 Ocean Street	12,679	2,611	4,036	4,169	MR
33	211 Ocean Street	8,314	1,259		3,405	MR
34	201 Ocean Street	7,729	1,897		3,303	MR
35	527 N. Acacia Avenue	6,364	884		3,064	MR
36	523 N. Acacia Avenue	6,786	1,016		3,138	MR
37	519 N. Acacia Avenue	6,400	2,145		3,070	MR
38	515 N. Acacia Avenue	6,200	**3,866		3,035	MR
39	516 Pacific Avenue	6,344	1,827		3,060	MR
40	514 Pacific Avenue	7,339	1,542		3,234	MR
41	512 Pacific Avenue	6,731	1,414		3,128	MR
42	510 Pacific Avenue	6,600	2,447		3,105	MR
43	199 Ocean Street	6,541	2,733		3,095	MR
44	518 N. Acacia Avenue	4560	**2,730		2,280	MR
45	516 N. Acacia Avenue	5,000	**3,046		2,500	MR
46	514 N. Acacia Avenue	4,900	1,230		2,450	MR

* This square footage includes the basement square footage of 1,702 square feet, which the Assessor includes in the square footage calculation but the City does not.

** These structures exceed the maximum allowable floor area for the lot because they were built prior to the adoption of the SROZ, which reduced the maximum floor area for the lots.

Fences, Walls and Retaining Walls:

Within the front yard setback area, the SBMC Section 17.20.040(O) allows fences and walls, or any combination thereof, to be no higher than 42 inches in height as measured from existing grade, except for an additional two feet of fence that is at least 80% open to light. Fences, walls and retaining walls located within the rear and interior side yards are allowed to be up to six feet in height with an additional 24 inches that is 50% open to light and air. However, the SBMC also permits fences or walls to be 5 feet high in the front-yard setback to comply with pool fencing requirements. It should also be noted that fences and walls are measured from the pre-existing grade.

The Applicants propose to reconfigure the pedestrian entrance and existing retaining walls in the front yard. Two of the three existing tiered retaining walls encroach into the public right-of-way. The Applicants proposed to reduce the encroachment by replacing the two lower walls with one wall that would encroach 2.75 feet into the public right-of-way with the receipt of an Encroachment Permit. Existing perimeter fencing would be maintained.

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 and recommended for approval by the City's third-party landscape architect. The Applicants will be required to submit detailed construction landscape drawings that will be reviewed by the City's third-party landscape architect for conformance with the conceptual plan. In addition, the City's third-party landscape architect will perform inspections during the construction phase of the project. A separate condition has been added to require that native or drought-tolerant and non-invasive plant materials and water-conserving irrigation systems are required to be incorporated into the landscaping to the extent feasible.

Parking:

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. The Applicants are proposing to maintain the existing two-car garage and driveway with access from Ocean Street. SBMC Section 17.08.030 indicates that required parking up to 200 square feet per parking space provided in a garage is exempt from the floor area calculation. The

garage will provide two parking spaces. Two spaces are required; therefore, 400 square feet of garage area is exempt from the project's floor area calculation.

Grading:

The project includes grading in the amounts of 240 cubic yards of cut, 140 cubic yards of fill, 300 cubic yards of recompaction, 35 cubic yards of cut for footings, and 135 cubic yards of export. The majority of the proposed grading would occur within the building footprint to excavate for the proposed expansion of the garage level. The grade would be increased with fill in the front and rear side of the residence to create slab on grade patio areas.

Lighting:

A condition of project approval is that all new exterior lighting fixtures comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060). All light fixtures shall be shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.

Usable Open Space:

The project consists of the construction of a garage-level, main-level, and new upper-level addition on a developed residential lot; therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040.

Structure Development Permit Compliance:

The proposed structure exceeds 16 feet in height above the existing grade, therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicants were required to complete the SDP process. A final Story Pole Height Certification was issued by a licensed land surveyor on April 3, 2017, which showed a maximum building height of 25.0 feet and the highest point (SP #28) certified at 109.4 MSL as measured above the proposed grade. Notices to apply for View Assessment were mailed to property owners and occupants within 300 feet of the project site with a deadline to file for View Assessment by May 15, 2017. No applications for View Assessment were received. Therefore, if the Council is able to make the required findings to approve the DRP, the SDP would be approved administratively.

As a condition of approval, a height certificate prepared by a licensed land surveyor will be required prior to the framing inspection certifying that the maximum height of the proposed addition will not exceed 25.0 feet above the proposed grade or 109.4 feet above the Mean Sea Level (MSL), which is the maximum proposed structure height reflected on the project plans.

Public Hearing Notice:

Notice of the City Council Public Hearing for the project was published in the Union Tribune more than 10 days prior to the public hearing. The same public notice was mailed to property owners and occupants within 300 feet of the proposed project site on June 1, 2017.

Conditions from the Planning, Engineering, and Fire Departments have been incorporated into the Resolution of Approval (Attachment 2).

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

CEQA COMPLIANCE STATEMENT:

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

FISCAL IMPACT: N/A

WORK PLAN: N/A

OPTIONS:

- Approve Staff recommendation adopting the attached Resolution 2017-091.
- Approve Staff recommendation subject to additional specific conditions necessary for the City Council to make all required findings for the approval of a SDP and DRP.
- Deny the project if all required findings for the DRP cannot be made.

DEPARTMENT RECOMMENDATION:

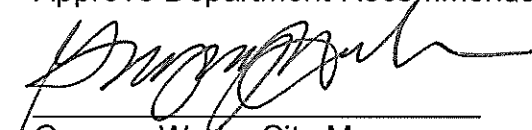
The proposed project meets the minimum zoning requirements under the SBMC, may be found to be consistent with the General Plan and may be found, as conditioned, to meet the discretionary findings required as discussed in this report to approve a DRP and administratively issue a SDP. Therefore, Staff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

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.

2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt Resolution 2017-091 conditionally approving a DRP and an SDP to construct a 1,605 square-foot, garage-level and main-level addition and construct a new 909 square-foot upper-level addition to an existing split-level, single-family residence with an attached, two-car garage and perform associated site improvements at 223 Ocean Street, Solana Beach.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Project Plans
2. Resolution 2017-091

MC BRIAR RESIDENCE

223 OCEAN STREET
 SOLANA BEACH, CA 92075
 263-042-04

DEVELOPMENT REVIEW PERMIT

ALEC PETROS
 STUDIO

FLOOR PLAN
 0000
 PROJECT NUMBER
 DRAWN BY
 CHECKED BY

MC BRIAR RESIDENCE

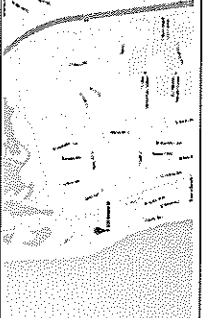
223 OCEAN STREET, SOLANA BEACH CA 92075

TITLE SHEET

A0.0

OWNER
 PROJECT DIRECTOR

DESIGNER
 ARCHITECT
 ELECTRICAL ENGINEER
 MECHANICAL ENGINEER
 CIVIL ENGINEER
 LANDSCAPE ARCHITECT
 STRUCTURAL ENGINEER



PROJECT DESCRIPTION
 REVISIONS AND NOTES TO THE PERMIT

PROJECT DATA
 PROJECT NAME
 PROJECT ADDRESS
 PROJECT CITY/STATE

ZONING DATA
 ZONING DISTRICT
 ZONING REGULATIONS

BUILDING AREAS
 TOTAL FLOOR AREA
 TOTAL GROUND COVER

SITE AREAS
 TOTAL SITE AREA
 TOTAL IMPAVED AREA

GRADING AREAS
 TOTAL EXCAVATION
 TOTAL FILL

ABBREVIATIONS
 U/L
 V/L
 W/L
 X/L
 Y/L
 Z/L

PROJECT DATA
 PROJECT NAME
 PROJECT ADDRESS
 PROJECT CITY/STATE

ZONING DATA
 ZONING DISTRICT
 ZONING REGULATIONS

BUILDING AREAS
 TOTAL FLOOR AREA
 TOTAL GROUND COVER

SITE AREAS
 TOTAL SITE AREA
 TOTAL IMPAVED AREA

GRADING AREAS
 TOTAL EXCAVATION
 TOTAL FILL

GENERAL NOTES

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SOLANA BEACH DEVELOPMENT PERMIT REGULATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF SOLANA BEACH.
- THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC UTILITIES AT ALL TIMES.
- ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED PERIOD.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.

GREEN BUILDING NOTES

- THE CONTRACTOR SHALL IMPLEMENT ALL GREEN BUILDING PRACTICES AS REQUIRED BY THE CITY OF SOLANA BEACH.
- ALL CONSTRUCTION SHALL BE DESIGNED TO REDUCE WATER AND ENERGY CONSUMPTION.
- THE CONTRACTOR SHALL USE SUSTAINABLE MATERIALS AND METHODS.
- ALL CONSTRUCTION SHALL BE DESIGNED TO PROTECT AND ENHANCE LOCAL ECOSYSTEMS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR GREEN BUILDING PRACTICES.

STORMWATER BMP NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL STORMWATER BMP'S.
- ALL BMP'S SHALL BE DESIGNED TO REDUCE PEAK FLOWS AND IMPROVE WATER QUALITY.
- THE CONTRACTOR SHALL MAINTAIN ALL BMP'S IN ACCORDANCE WITH THE CITY OF SOLANA BEACH REGULATIONS.
- ALL BMP'S SHALL BE DESIGNED TO PROTECT AND ENHANCE LOCAL ECOSYSTEMS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR BMP'S.

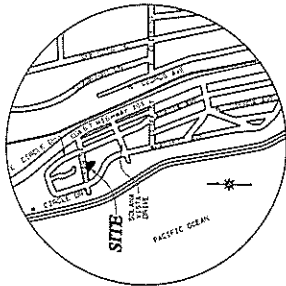
DEMOLITION NOTES

- ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CITY OF SOLANA BEACH REGULATIONS.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR DEMOLITION.
- ALL DEMOLITION SHALL BE DESIGNED TO PROTECT AND ENHANCE LOCAL ECOSYSTEMS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR DEMOLITION.
- ALL DEMOLITION SHALL BE COMPLETED WITHIN THE SPECIFIED PERIOD.

SOLANA BEACH CERTIFICATIONS

- I, THE CONTRACTOR, CERTIFY THAT ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SOLANA BEACH REGULATIONS.
- I, THE CONTRACTOR, CERTIFY THAT I HAVE OBTAINED ALL NECESSARY PERMITS FOR THIS PROJECT.
- I, THE CONTRACTOR, CERTIFY THAT I HAVE OBTAINED ALL NECESSARY INSURANCE COVERAGE.
- I, THE CONTRACTOR, CERTIFY THAT I HAVE OBTAINED ALL NECESSARY PERMITS FOR GREEN BUILDING PRACTICES.
- I, THE CONTRACTOR, CERTIFY THAT I HAVE OBTAINED ALL NECESSARY PERMITS FOR BMP'S.
- I, THE CONTRACTOR, CERTIFY THAT I HAVE OBTAINED ALL NECESSARY PERMITS FOR DEMOLITION.

TOPOGRAPHIC SURVEY



OWNER:
WATT AND EDW HERRIAR
ADDRESS:
223 OCEAN STREET
SOLANA BEACH, CA 92075
APN:
263-042-04
BENCHMARK:

3.5' DIAMETER METAL BENCHMARK SURVEY PEG MARKED WITH 'A' AT THE NORTH END OF SOLANA BEACH WITH A BRONZE BRASS SURVEY CONTROL PLACED TO THE WEST OF THE SURVEY CONTROL RECORD OF SURVEY NO. 19371.
STATION IS MARKED BY

LEGAL DESCRIPTION:
LOT 13, BLOCK 3 OF SOLANA BEACH VISTA, IN THE COUNTY OF SAN DIEGO, CALIFORNIA, ACCORDING TO THE ORIGINAL SURVEY MAP RECORDED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON DECEMBER 17, 1932.

- NOTES:
- 1) BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE SAN DIEGO COUNTY RECORD OF SURVEY NO. 19371, RECORDED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON DECEMBER 17, 1932.
 - 2) PLEASE NOTE THAT THIS SURVEY HAS NOT BEEN RECHECKED BY THE SAN DIEGO COUNTY SURVEYING DEPARTMENT.
 - 3) BEARS THAT ARE LESS THAN 8" IN DIAMETER MAY NOT BE USED AS BENCHMARKS UNLESS OTHERWISE SHOWN.

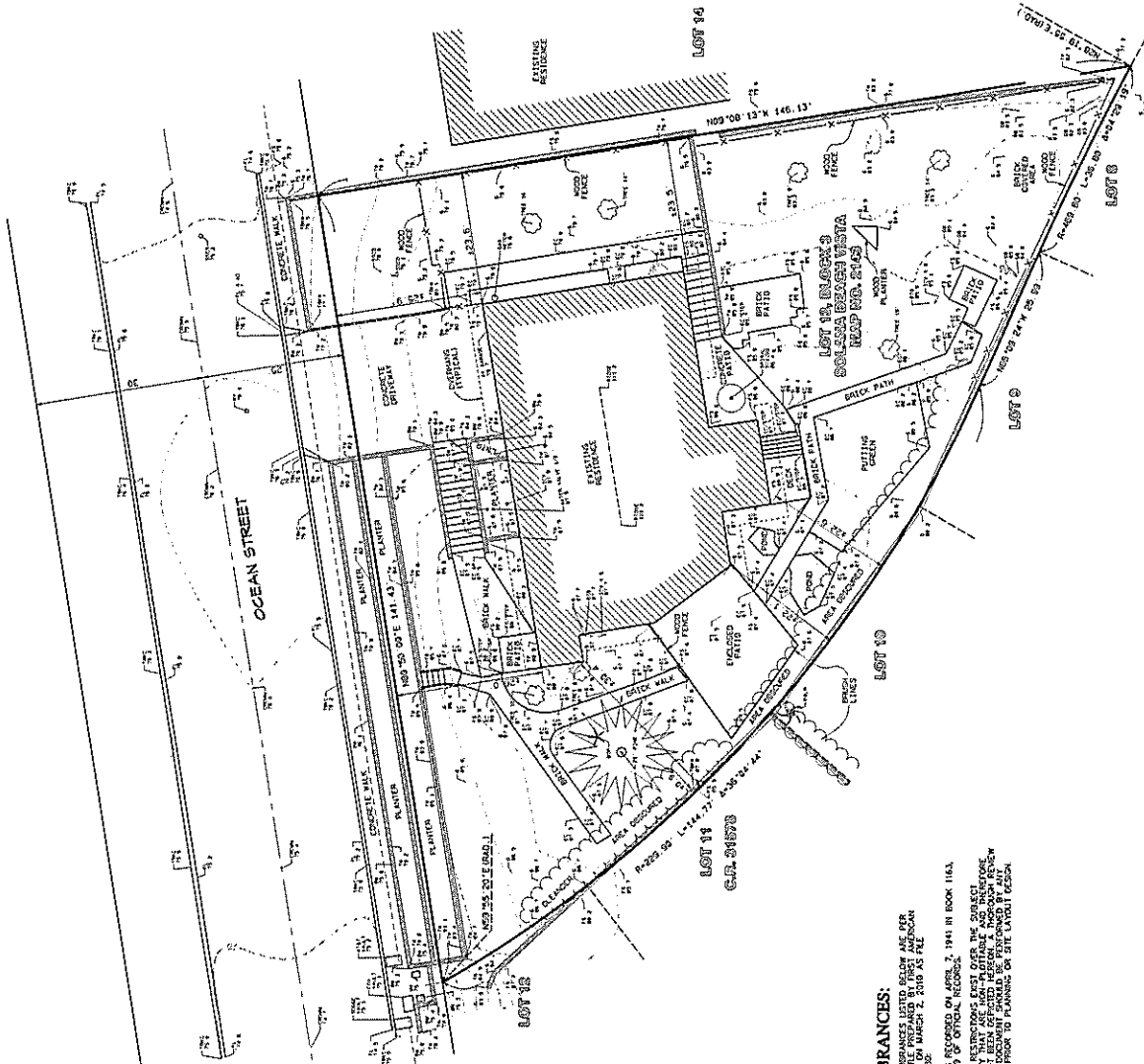
LEGEND:

- AO INDICATES AREA DRAIN
- BP INDICATES BIRD OF PARADISE
- BW INDICATES BASE OF WALL AS MEASURED AT FINISHED SURFACE OR EXISTING GRADE
- EC INDICATES EDGE OF CONCRETE
- FF INDICATES FINISHED FLOOR
- FL INDICATES FLOW LINE
- FS INDICATES FINISHED SURFACE
- C INDICATES CONTOUR
- CB INDICATES CURB BREAK
- SCD INDICATES SANITARY SEWER CLEANOUT
- TRNG INDICATES TOP BACK OF CURB
- TBMW INDICATES TOP BACK OF WALL
- TW INDICATES TOP OF WALL
- WM INDICATES WATER METER
- FLW LINE INDICATES FLOW LINE
- GBR INDICATES GRADE BREAK
- MALL INDICATES MALL

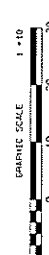
PREPARED BY:
COASTAL LAND SOLUTIONS, INC.
5715 PACIFIC AVENUE, SUITE 200
SAN DIEGO, CA 92108
760-230-0233



Sean C. Enright
SEAN C. ENRIGHT, LS 7659 DATE: 05-08-16



ENCUMBRANCES:
EXISTING ENCUMBRANCES LISTED BELOW ARE FOR THE COMPANY ON MARCH 2, 2010 AS FILE NO. 045-242-05.
⑤ VARIOUS ENCUMBRANCES EXIST OVER THE SUBJECT PROPERTY THAT ARE NOT IDENTIFIED AND ENCUMBRANCES OF SAID DOCUMENT SHOULD BE DETERMINED BY ALL PARTIES PRIOR TO PLANNING OR SITE LAYOUT DESIGN.



PRELIMINARY GRADING PLAN

OWNER:
WATT AND ERN ASSURANCE
222 OCEAN STREET
SOLANA BEACH, CA 92075

PREPARED BY:
5775 DEL ANTE STREET
SAN DIEGO, CA 92121
DATE OF SURVEY: 4/27/24, 2014
OPERATED: APRIL 21, 2016

ADDRESS:
222 OCEAN STREET
SOLANA BEACH, CA 92075

EARTHWORK:
500 CUBIC YARDS DRAINAGE (DU)
100 CUBIC YARDS EXCAVATION (DU)
100 CUBIC YARDS EXCAVATION (DU)
100 CUBIC YARDS EXCAVATION (DU)
GENERAL (RETAINMENT)
300 CUBIC YARDS CUT/FILL

APN: 243-042-04
BENCHMARK:
THIS BENCHMARK IS LOCATED AT THE CORNER OF THE NE CORNER OF THE SECTION 16, T12N, R11E, S12E, SAN DIEGO COUNTY, CALIFORNIA. THE BENCHMARK IS A CONCRETE PILE DRIVEN INTO THE GROUND AT THE CORNER OF THE SECTION 16, T12N, R11E, S12E, SAN DIEGO COUNTY, CALIFORNIA. THE BENCHMARK IS A CONCRETE PILE DRIVEN INTO THE GROUND AT THE CORNER OF THE SECTION 16, T12N, R11E, S12E, SAN DIEGO COUNTY, CALIFORNIA. THE BENCHMARK IS A CONCRETE PILE DRIVEN INTO THE GROUND AT THE CORNER OF THE SECTION 16, T12N, R11E, S12E, SAN DIEGO COUNTY, CALIFORNIA.

LEGAL DESCRIPTION:

BEARINGS AND DISTANCES SHOWN HEREON ARE BASED UPON A SURVEY MADE BY THE ENGINEER, AND THE CORNER OF THE SECTION 16, T12N, R11E, S12E, SAN DIEGO COUNTY, CALIFORNIA. THE BENCHMARK IS A CONCRETE PILE DRIVEN INTO THE GROUND AT THE CORNER OF THE SECTION 16, T12N, R11E, S12E, SAN DIEGO COUNTY, CALIFORNIA. THE BENCHMARK IS A CONCRETE PILE DRIVEN INTO THE GROUND AT THE CORNER OF THE SECTION 16, T12N, R11E, S12E, SAN DIEGO COUNTY, CALIFORNIA. THE BENCHMARK IS A CONCRETE PILE DRIVEN INTO THE GROUND AT THE CORNER OF THE SECTION 16, T12N, R11E, S12E, SAN DIEGO COUNTY, CALIFORNIA.

NOTES:

- BEARINGS AND DISTANCES SHOWN HEREON ARE BASED UPON A SURVEY MADE BY THE ENGINEER, AND THE CORNER OF THE SECTION 16, T12N, R11E, S12E, SAN DIEGO COUNTY, CALIFORNIA. THE BENCHMARK IS A CONCRETE PILE DRIVEN INTO THE GROUND AT THE CORNER OF THE SECTION 16, T12N, R11E, S12E, SAN DIEGO COUNTY, CALIFORNIA. THE BENCHMARK IS A CONCRETE PILE DRIVEN INTO THE GROUND AT THE CORNER OF THE SECTION 16, T12N, R11E, S12E, SAN DIEGO COUNTY, CALIFORNIA. THE BENCHMARK IS A CONCRETE PILE DRIVEN INTO THE GROUND AT THE CORNER OF THE SECTION 16, T12N, R11E, S12E, SAN DIEGO COUNTY, CALIFORNIA.
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LEGEND:

- PROPERTY BOUNDARY
- SETBACK
- PROPOSED CONTOURS
- EXISTING CONTOURS
- EXISTING WALL
- EXISTING BUILDING
- EXISTING WATER
- EXISTING SINKER
- EXISTING ELECTRICAL
- CENTRALINE
- NO. 2 BUCKING ROCK RIP-RAP
- AREA PAVED WITH ASPHALT
- FOOTPRINT
- LIMITS OF GRADING
- VEGETATED SWALE
- DRAINAGE DIRECTION
- PROPOSED MASONRY BLOCK RETAINING WALL
- PROPOSED DEPRESSION SELF-PLANTING AREA (SEE PLAN)
- PROPOSED HARDSCAPE AREA

ENCUMBRANCES:

EXISTING ENCUMBRANCES LISTED BELOW ARE PER THE RECORDS OF THE COUNTY OF SAN DIEGO, CALIFORNIA. THE ENCUMBRANCES ARE LISTED IN THE PUBLIC RECORDS OF THE COUNTY OF SAN DIEGO, CALIFORNIA. THE ENCUMBRANCES ARE LISTED IN THE PUBLIC RECORDS OF THE COUNTY OF SAN DIEGO, CALIFORNIA. THE ENCUMBRANCES ARE LISTED IN THE PUBLIC RECORDS OF THE COUNTY OF SAN DIEGO, CALIFORNIA.

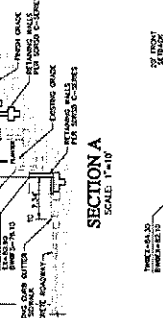
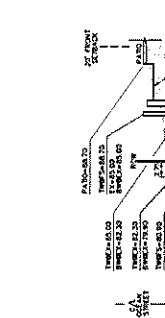
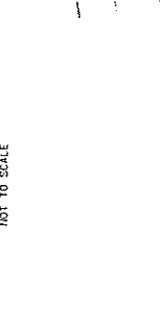
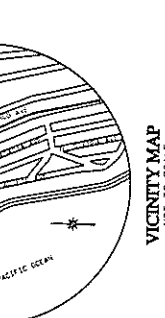
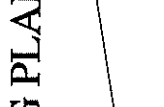
ENCUMBRANCES RECORDED ON APRIL 7, 1941 IN BOOK 1163, PAGE 259 OF OFFICIAL RECORDS.
ENCUMBRANCES RECORDED ON MARCH 4, 2010 IN BOOK 1163, PAGE 259 OF OFFICIAL RECORDS.
ENCUMBRANCES RECORDED ON APRIL 7, 1941 IN BOOK 1163, PAGE 259 OF OFFICIAL RECORDS.
ENCUMBRANCES RECORDED ON MARCH 4, 2010 IN BOOK 1163, PAGE 259 OF OFFICIAL RECORDS.



PRELIMINARY
STEVEN R. JONES DATE

IMPERVIOUS AREA:
EXISTING IMPERVIOUS AREA: 4,482.57
NET IMPERVIOUS AREA: 4,200.17
NET IMPERVIOUS AREA: 4,200.17

GRAPHIC SCALE:
1" = 10'
0 10 20 30



SELF-TREATING BIORETENTION DETAIL
NOT TO SCALE

COASTAL LAND SOLUTIONS, INC.
REGISTERED PROFESSIONAL ENGINEER
NO. 4558
EXPIRES 09/28/17

ALEC PETROS
STUDIO

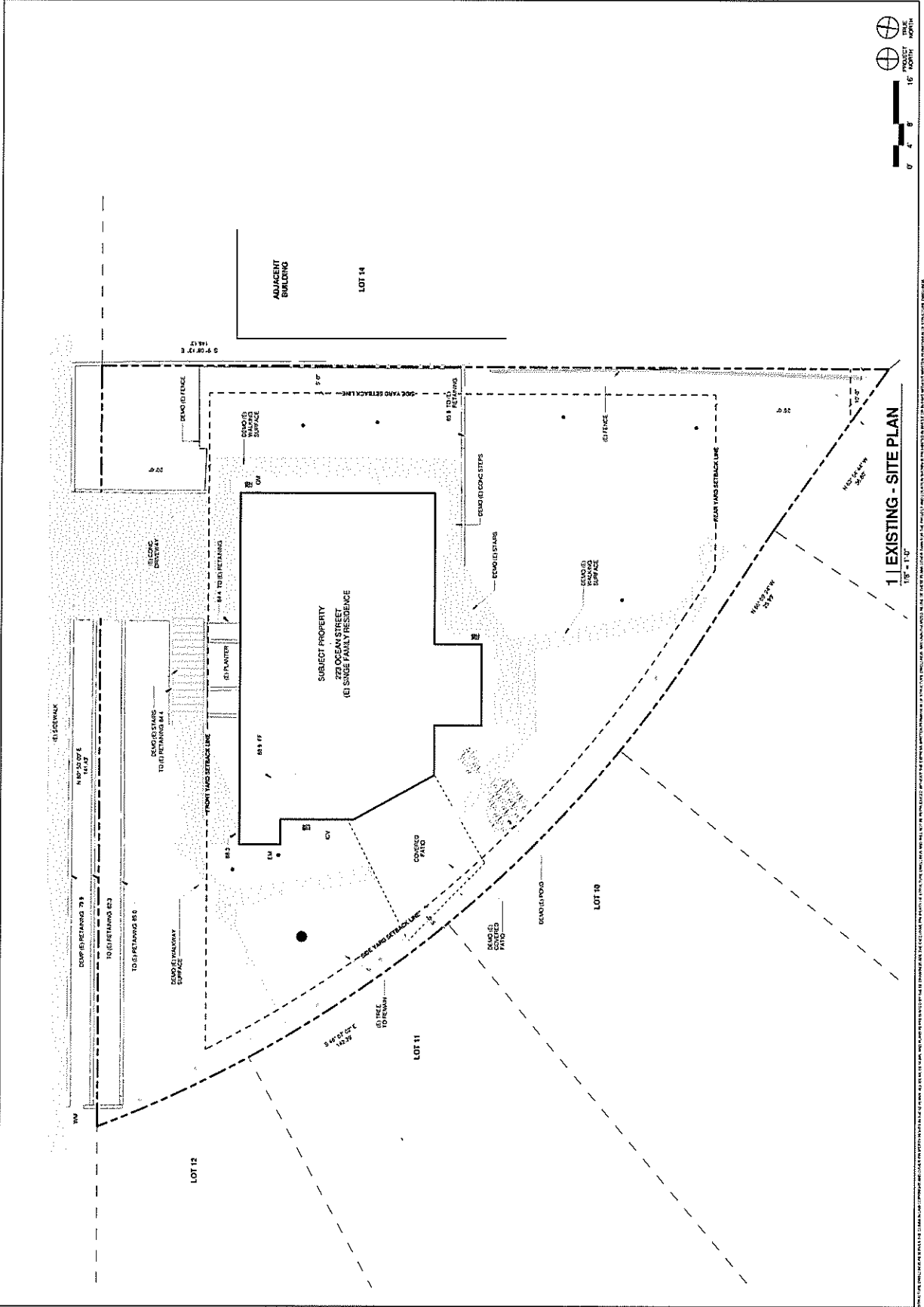
PROJECT NO. 1
CROWT, CALIFORNIA, USA
ARCHITECTURAL FIRM
ARCHITECTS

MC BRIAR RESIDENCE
223 OCEAN STREET, SOLANA BEACH CA 92075

EXISTING - SITE
PLAN

PROJECT NUMBER: 0006
DRAWN BY: AP
CHECKED BY: AP

A0.2



1 | EXISTING - SITE PLAN
1" = 1'-0"



THIS PLAN SHALL BE USED IN ACCORDANCE WITH THE CITY OF SOLANA BEACH, CALIFORNIA, ZONING ORDINANCE. THE CITY OF SOLANA BEACH, CALIFORNIA, ZONING ORDINANCE IS THE APPLICABLE ZONING ORDINANCE FOR THIS PROJECT. THE CITY OF SOLANA BEACH, CALIFORNIA, ZONING ORDINANCE IS THE APPLICABLE ZONING ORDINANCE FOR THIS PROJECT. THE CITY OF SOLANA BEACH, CALIFORNIA, ZONING ORDINANCE IS THE APPLICABLE ZONING ORDINANCE FOR THIS PROJECT.

ALEC PETROS STUDIO
 233 OCEAN STREET, SOLANA BEACH, CA 92075
 PROJECT NUMBER: 0008
 DRAWN BY: AP
 CHECKED BY: AP

MC BRIAR RESIDENCE

223 OCEAN STREET, SOLANA BEACH CA 92075

PROPOSED - SITE PLAN

A0.3

CONDITIONS OF APPROVAL

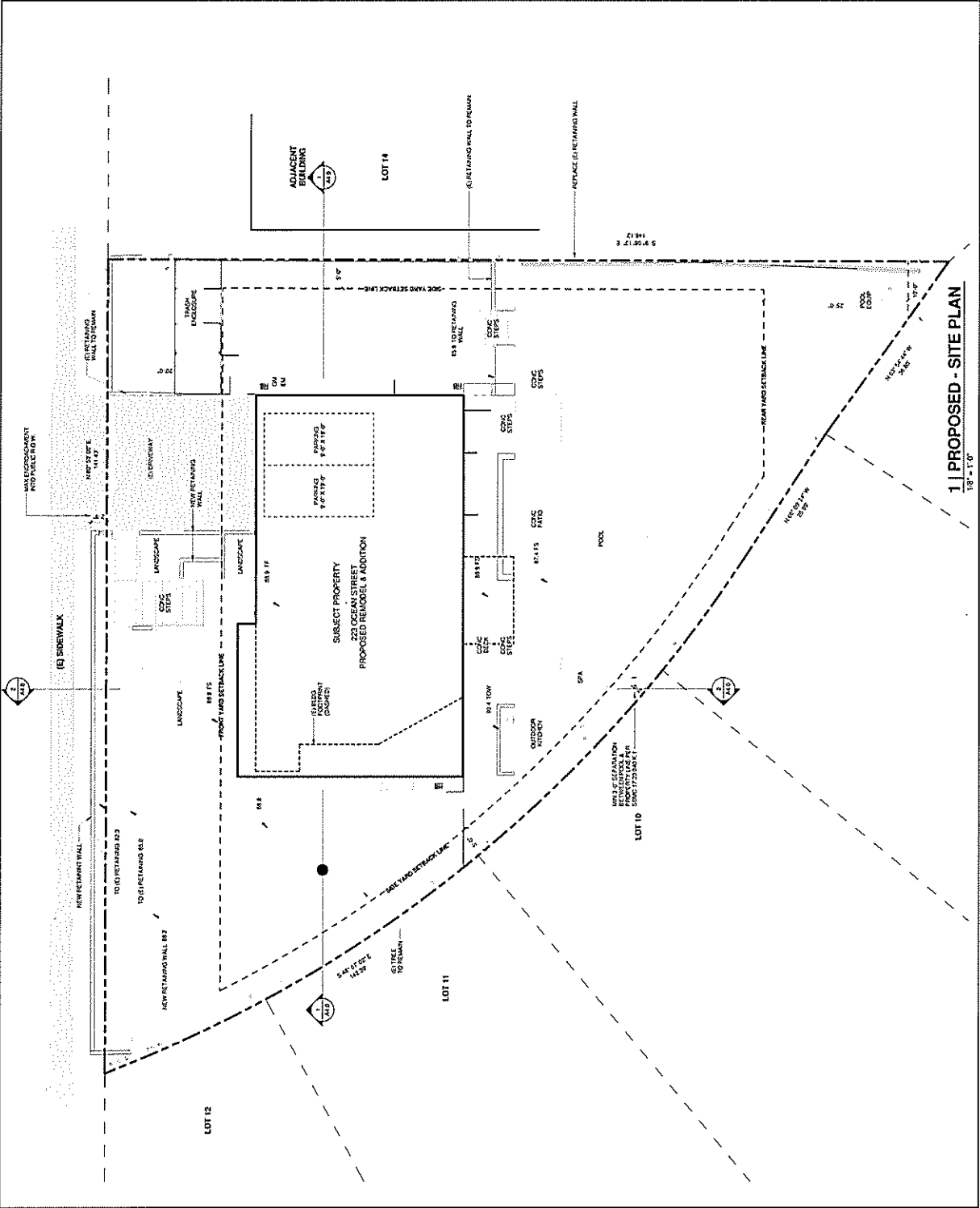
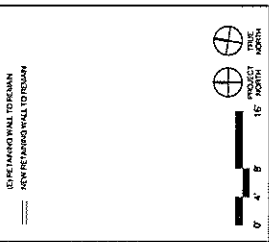
THE BEST STANDARD CONDITIONS OF APPROVAL SHALL BE APPLIED TO THIS PROJECT. APPROVED ARCHITECTURAL AND ENGINEERING DRAWINGS SHALL BE PLACED ON THE PROJECT SITE AT THE APPROVED ADDRESSES LISTED ABOVE. APPROVED ARCHITECTURAL AND ENGINEERING DRAWINGS SHALL BE KEPT ON THE PROJECT SITE AT ALL TIMES. APPROVED ARCHITECTURAL AND ENGINEERING DRAWINGS SHALL BE KEPT ON THE PROJECT SITE AT ALL TIMES. APPROVED ARCHITECTURAL AND ENGINEERING DRAWINGS SHALL BE KEPT ON THE PROJECT SITE AT ALL TIMES.

NOTES

1. OUTDOOR LIGHTING SHALL BE PLACED AT LEAST 8 FEET FROM THE PROPERTY LINE AND 4 FEET FROM THE EXTERIOR WALLS OF THE BUILDING.
2. LIGHTING REGULATIONS OF THE ZONING ORDINANCE SHALL BE APPLIED TO THIS PROJECT.
3. ALL LIGHT FIXTURES SHALL BE APPROPRIATELY SHIELDED TO PREVENT LIGHT POLLUTION.
4. ALL LIGHT FIXTURES SHALL BE APPROPRIATELY SHIELDED TO PREVENT LIGHT POLLUTION.
5. ALL LIGHT FIXTURES SHALL BE APPROPRIATELY SHIELDED TO PREVENT LIGHT POLLUTION.

LEGEND

- RETAINING WALL TO REMAIN
- NEW RETAINING WALL TO REMAIN



1 | PROPOSED - SITE PLAN
 1/8" = 1'-0"

ALEC PETROS
STUDIO

PROJECT NO:
COURTY, CALIFORNIA
ARCHITECTURAL
AND INTERIOR DESIGN

MC BRIAR RESIDENCE
223 OCEAN STREET, SOLANA BEACH CA 92075

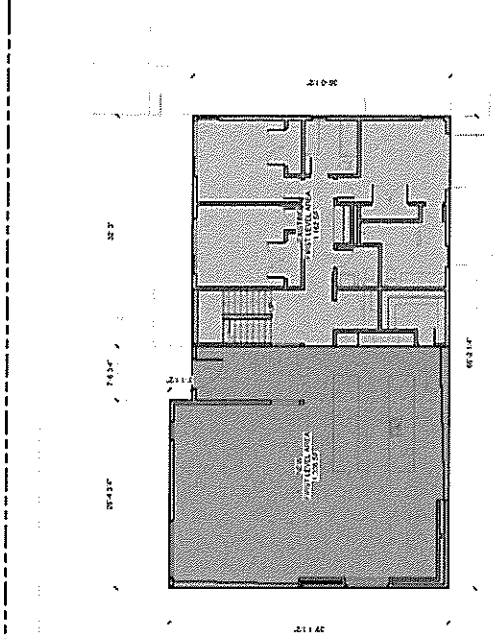
PROPOSED - AREA
PLANS

PROJECT NUMBER: 0000
DRAWN BY: AP
CHECKED BY: AP

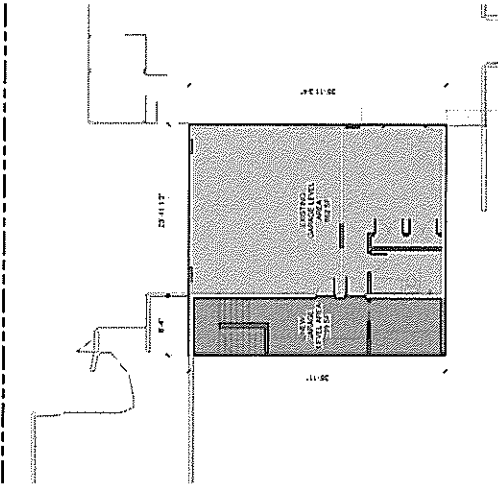
A0.4

AREA CALCULATIONS

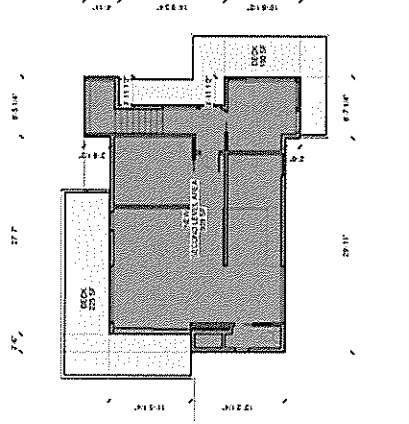
BASE FLOOR AREA	1,100 SF
SCREENED PORCH	813 SF
TOTAL	1,913 SF
SCREENED PORCH AREA	1,111 SF
POSTULEL	2,092 SF
SCREENED PORCH	448 SF
TOTAL	3,633 SF



2 | PROPOSED - FIRST FLOOR AREA PLAN
1/8" = 1'-0"



1 | PROPOSED - GARAGE FLOOR AREA PLAN
1/8" = 1'-0"



3 | PROPOSED - SECOND FLOOR AREA PLAN
1/8" = 1'-0"

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ALEC PETROS
STUDIO

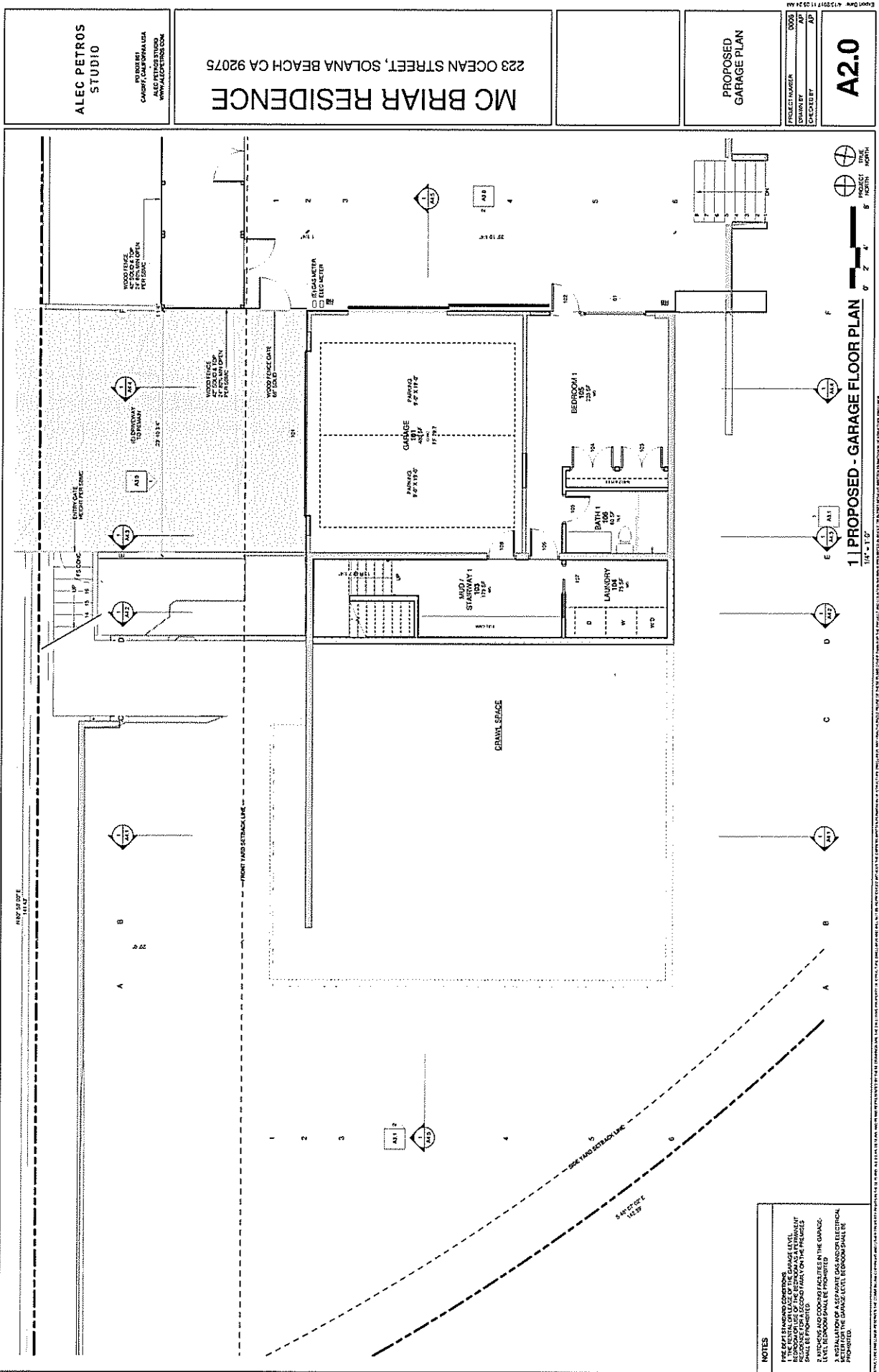
PROJECT
COURT, CALIFORNIA
ALCANTARA
ARCHITECTURAL
INTERNATIONAL

MC BRIAR RESIDENCE
223 OCEAN STREET, SOLANA BEACH CA 92075

PROPOSED
GARAGE PLAN

PROJECT NUMBER: 0008
DRAWN BY: AP
CHECKED BY: AP

A2.0



1 | PROPOSED - GARAGE FLOOR PLAN
1/4" = 1'-0"

1 | PROPOSED - GARAGE FLOOR PLAN
1/4" = 1'-0"

NOTES

- THE SHOWN GARAGE COMPARTMENT SHALL BE INSTALLED ON THE SAME LEVEL AS THE GARAGE LEVEL. ANY REVISIONS TO THE GARAGE LEVEL SHALL BE INDICATED BY DIMENSIONS ON THE PLANETS AND BE APPROVED BY THE ARCHITECT.
- INSTALLATION OF A SEPARATE GAS AND/OR ELECTRICAL PANEL SHALL BE PROVIDED IN THE GARAGE LEVEL. ROOMS SHALL BE PROVIDED.

East Date: 1/15/2017 11:02:24 AM
 PROJECT: NORTH
 TITLE: NORTH

ALEC PETROS
STUDIO

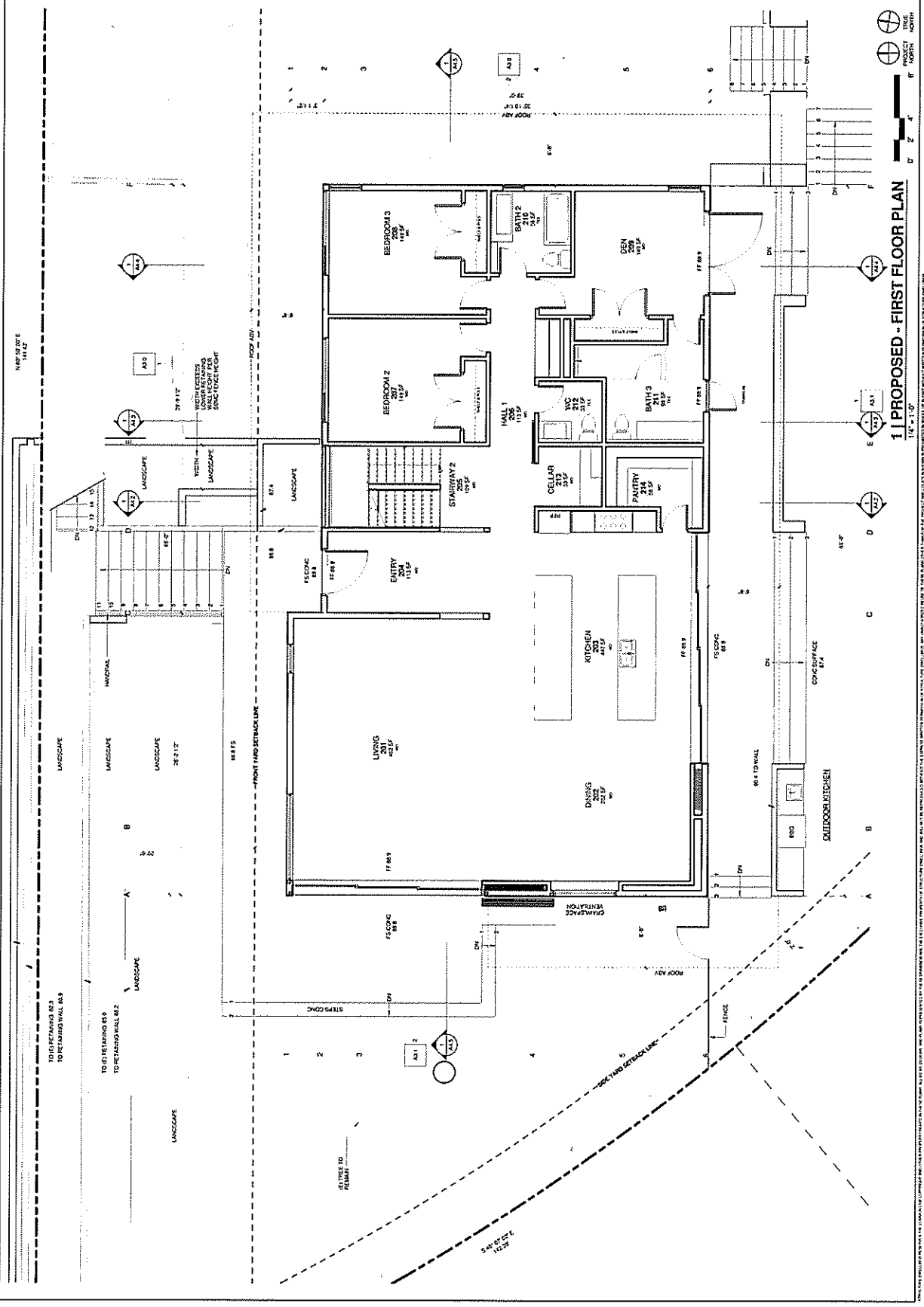
PO BOX 81
CARMEL CALIFORNIA USA
ALEC@ALECPETROS.COM
415.426.1000

MC BRIAR RESIDENCE
223 OCEAN STREET, SOLANA BEACH CA 92075

PROPOSED FIRST
FLOOR PLAN

PROJECT NUMBER	0000
OWNER	AP
DATE	01/10/17
DESIGNED BY	JU

A2.1



1 | PROPOSED - FIRST FLOOR PLAN
1/4" = 1'-0"



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ALEC PETROS
STUDIO

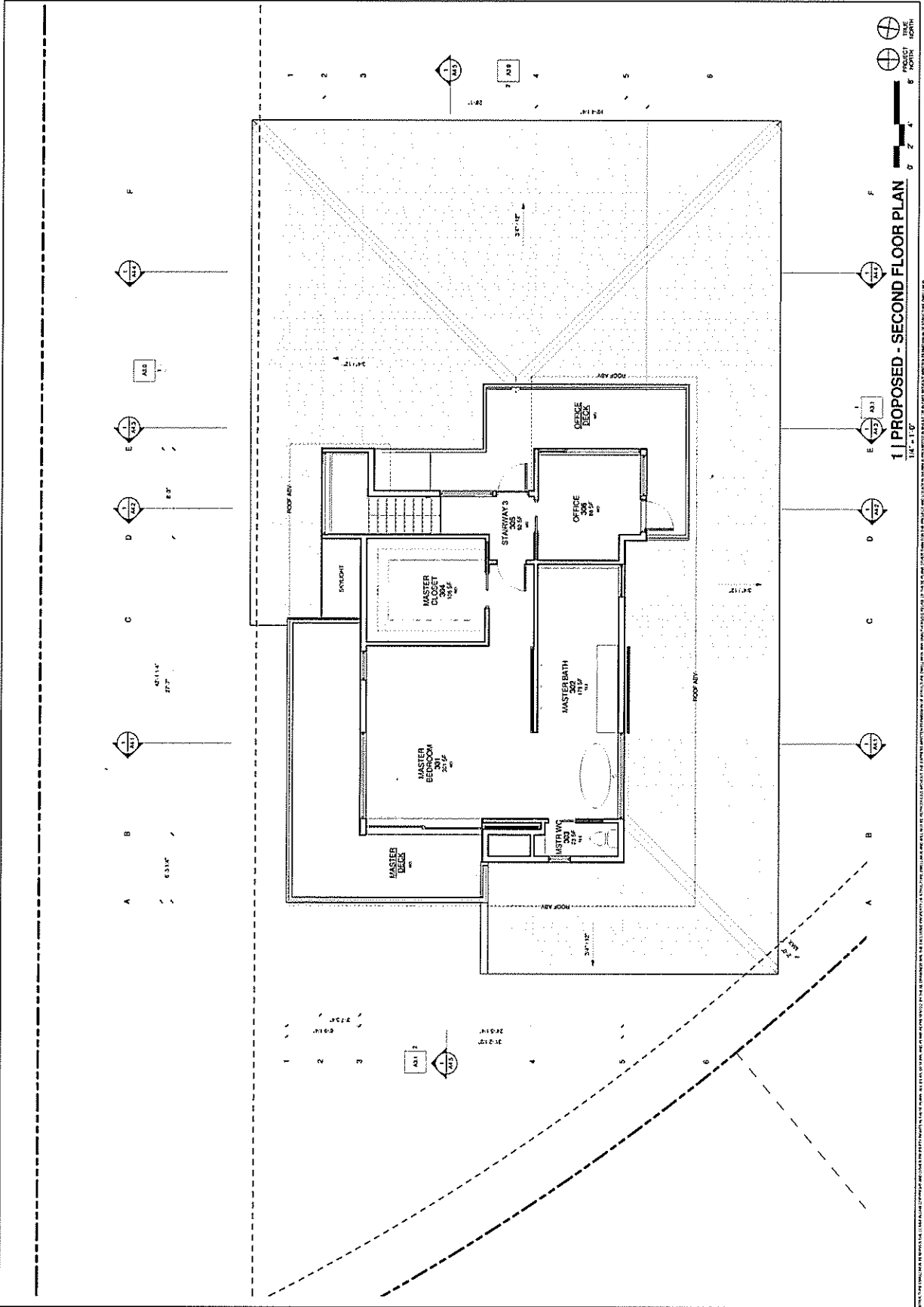
PROJECT:
COURT, CALIFORNIA
ALCANTARA STUDIO
ARCHITECTURE

MC BRIAR RESIDENCE
223 OCEAN STREET, SOLANA BEACH CA 92075

PROPOSED
SECOND FLOOR
PLAN

PROJECT NUMBER: 0008
DRAWN BY: JAP
CHECKED BY: JAP

A2.3



1 | PROPOSED - SECOND FLOOR PLAN
1/4" = 1'-0"

PROJECT TITLE: MC BRIAR RESIDENCE
PROJECT NUMBER: 0008
DRAWN BY: JAP
CHECKED BY: JAP

DATE: 11/15/2017
SCALE: 1/4" = 1'-0"

PROJECT: MC BRIAR RESIDENCE
PROJECT NUMBER: 0008
DRAWN BY: JAP
CHECKED BY: JAP

PROJECT TITLE: MC BRIAR RESIDENCE
PROJECT NUMBER: 0008
DRAWN BY: JAP
CHECKED BY: JAP

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STUDIO

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415.425.2100
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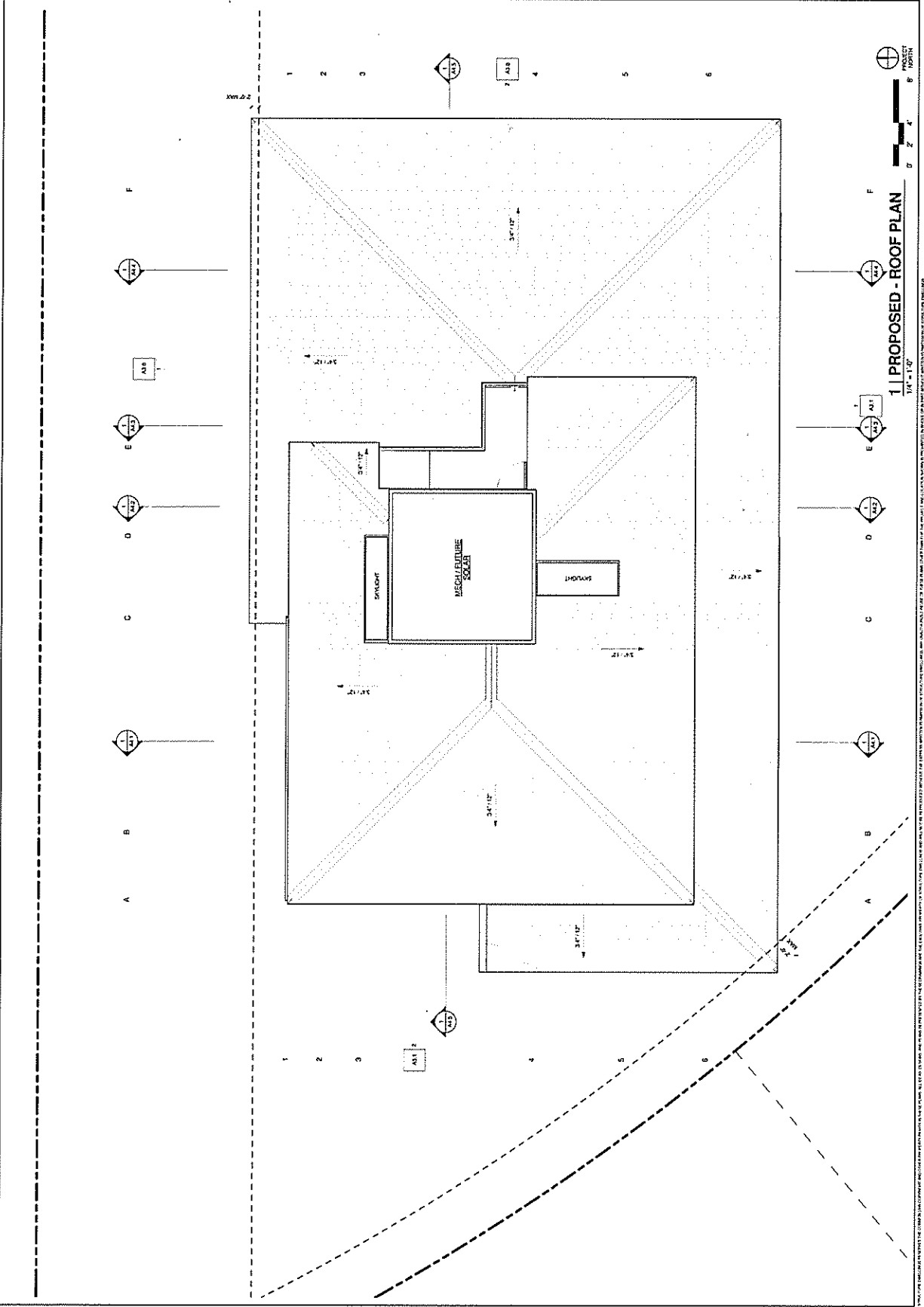
MC BRIAR RESIDENCE
223 OCEAN STREET, SOLANA BEACH CA 92075

PROPOSED ROOF
PLAN

PROJECT NUMBER	0082
DRAWN BY	AP
CHECKED BY	AP

A2.4

4/15/2017 12:43:27 PM



1 | PROPOSED - ROOF PLAN
1/4" = 1'-0"
PROJECT NORTH

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MC BRIAR RESIDENCE
223 OCEAN STREET, SOLANA BEACH CA 92075

PROPOSED STORY
POLE PLAN

PROJECT NUMBER	0006
DATE	AUGUST
CHECKED BY	CONOR

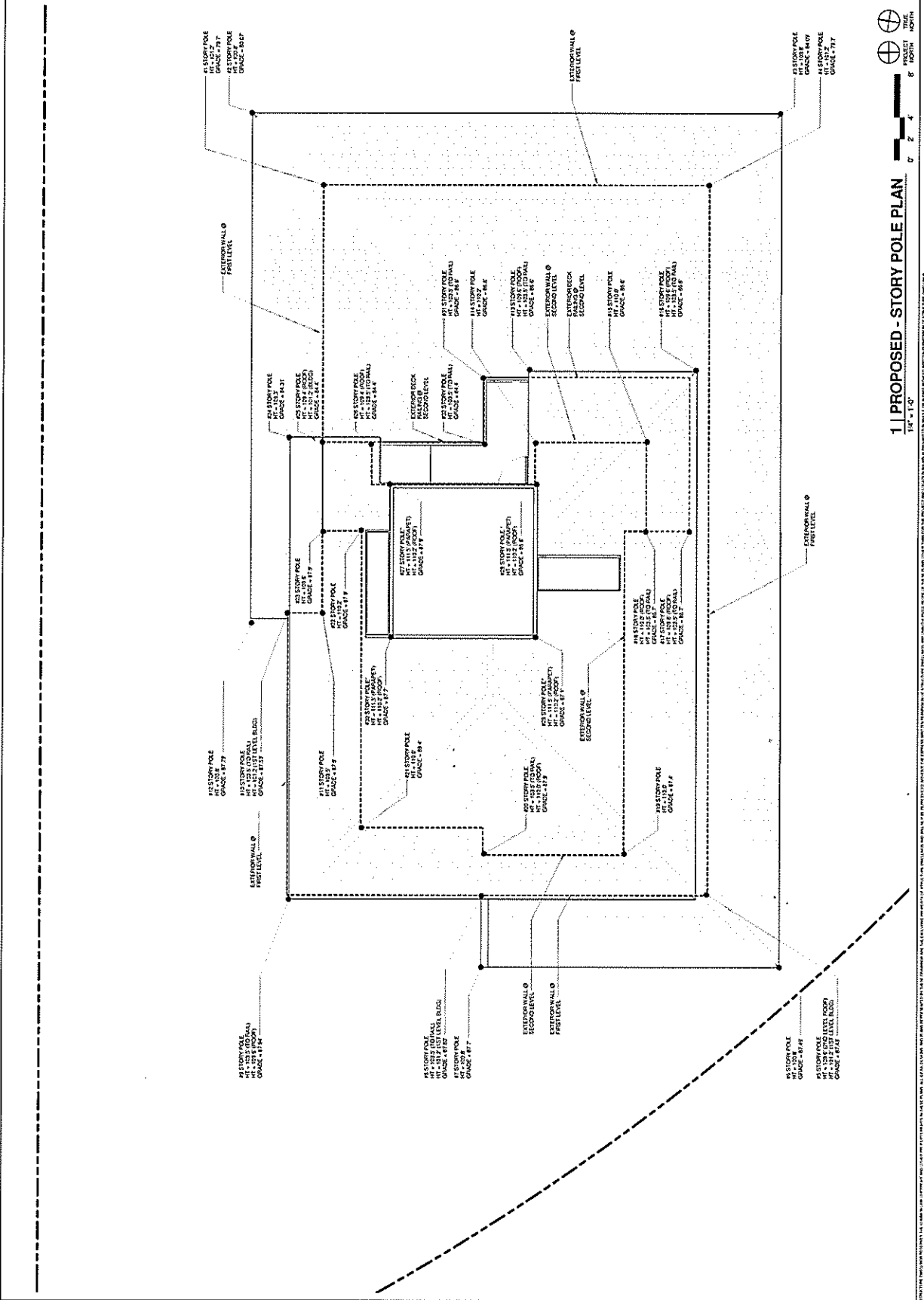
A2.5



1 | PROPOSED - STORY POLE PLAN
1/8" = 1'-0"



PROJECT TOTAL
8' NORTH



8' NORTH

ALEC PETROS
STUDIO

PO BOX 81
CARMY, CALIFORNIA USA
ARCHITECTURE
AND INTERIORS

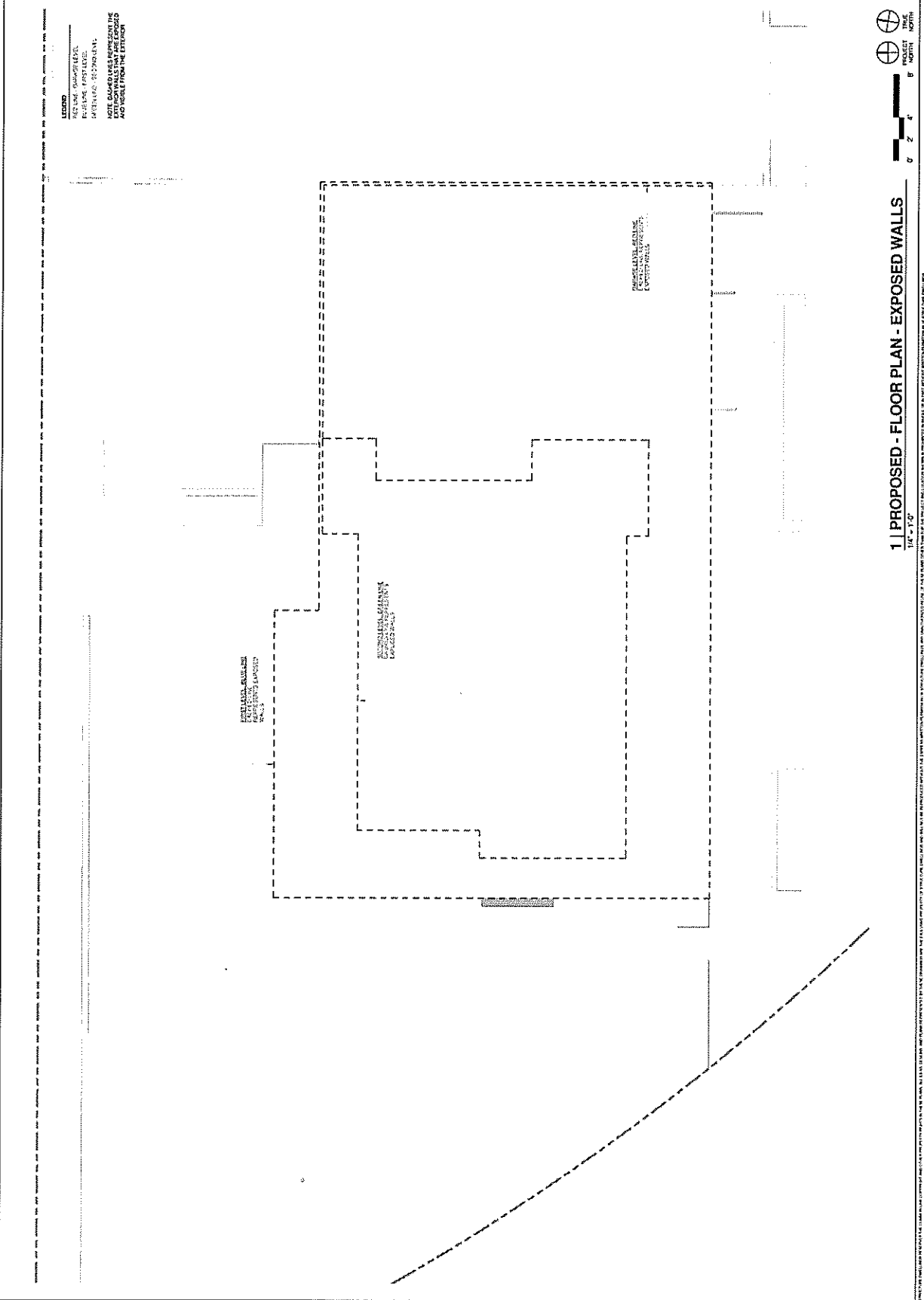
MC BRIAR RESIDENCE
223 OCEAN STREET, SOLANA BEACH CA 92075

PROPOSED
EXPOSED WALLS

PROJECT NUMBER: 0000
DRAWN BY: AJDC
CHECKED BY: CRD

A2.6

LEGEND
REVERSE FINISHES
SCHEDULED FINISHES
NOTE: DASHED LINES REPRESENT THE
EXISTING WALLS THAT ARE BEING
DEMOLISHED FOR THE DESIGN.



1 | PROPOSED - FLOOR PLAN - EXPOSED WALLS
1/4" = 1'-0"



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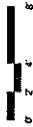
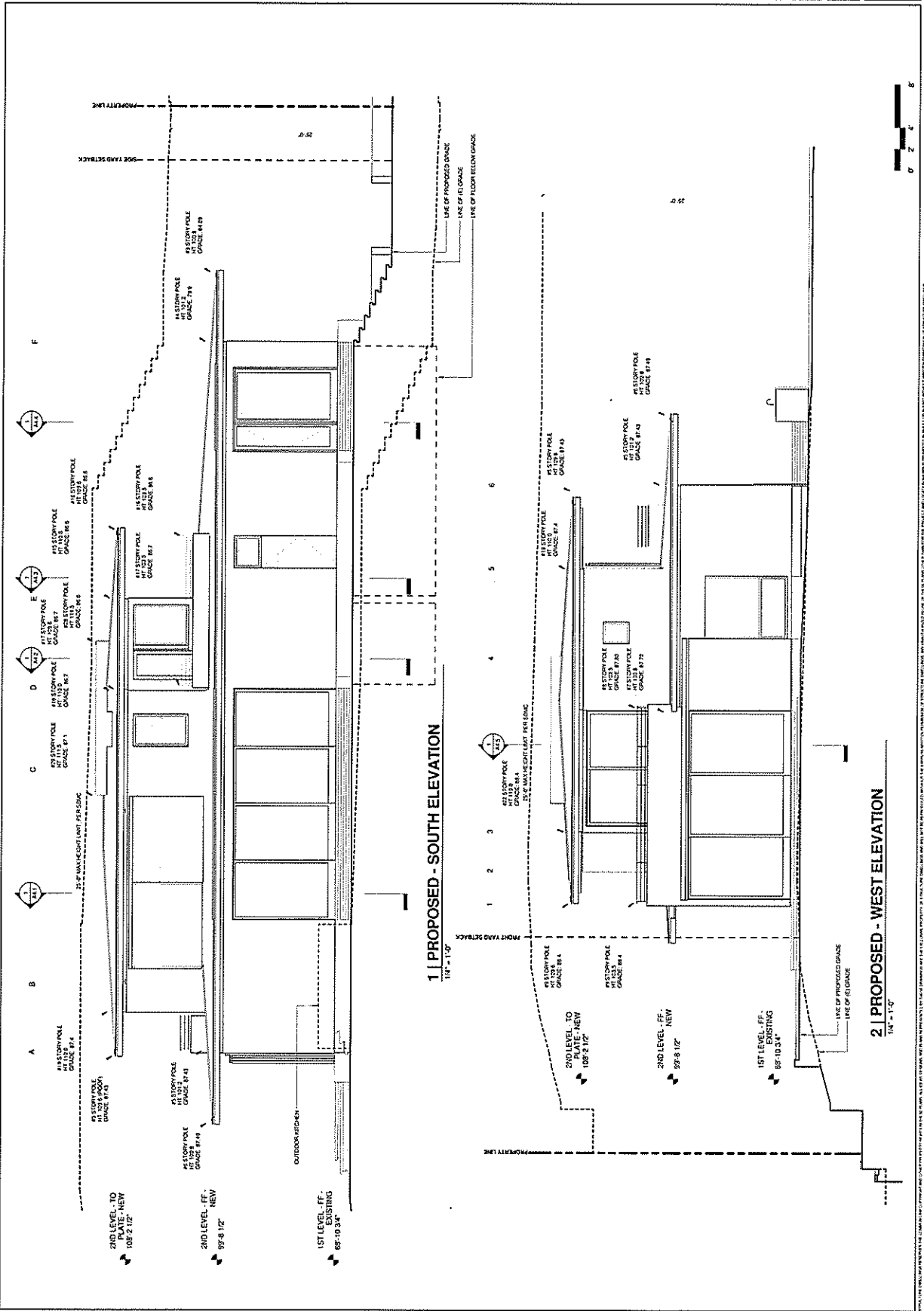
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ARCHITECTS/PLOTTERS

MC BRIAR RESIDENCE
223 OCEAN STREET, SOLANA BEACH CA 92075

PROPOSED
ELEVATIONS

PROJECT NUMBER: 0006
DRAWN BY: AP
CHECKED BY: AP

A3.1



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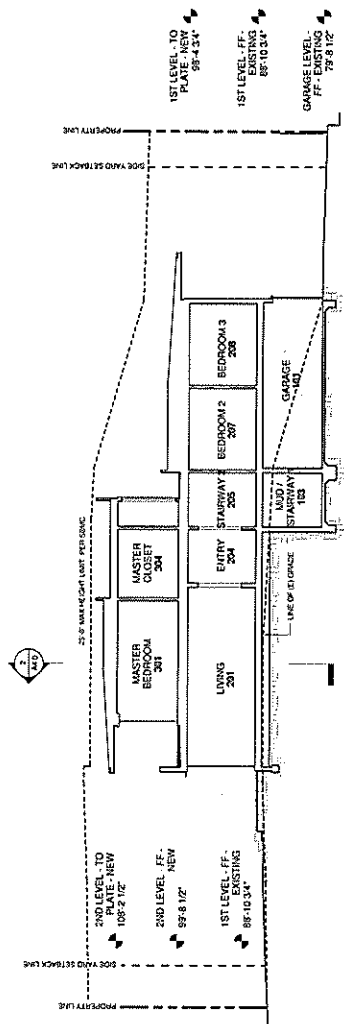
PO BOX 81
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ARCHITECTS

MC BRIAR RESIDENCE
223 OCEAN STREET, SOLANA BEACH CA 92075

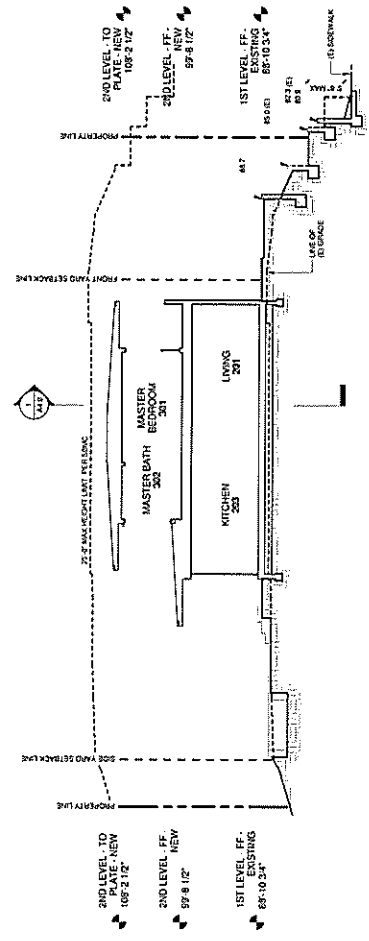
PROPOSED SITE
SECTIONS

PROJECT NUMBER: 0000
DRAWN BY: AMOR
CHECKED BY: CHOCOR

A4.0



1 | PROPOSED - SITE SECTION LONGITUDINAL
1/8" = 1'-0"



2 | PROPOSED - SITE SECTION TRANSVERSE
1/8" = 1'-0"



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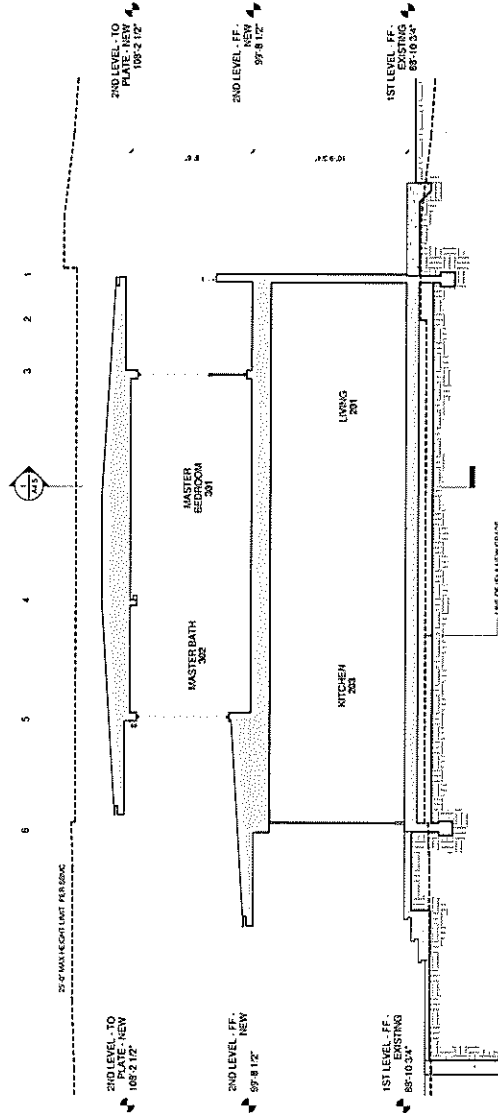
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707.426.1111

MC BRIAR RESIDENCE
223 OCEAN STREET, SOLANA BEACH CA 92075

PROPOSED BLDG
SECTIONS

PROJECT NUMBER	0000
DRAWN BY	AP
CHECKED BY	AP

A4.1



DATE: 01/15/2017 11:25:22 AM

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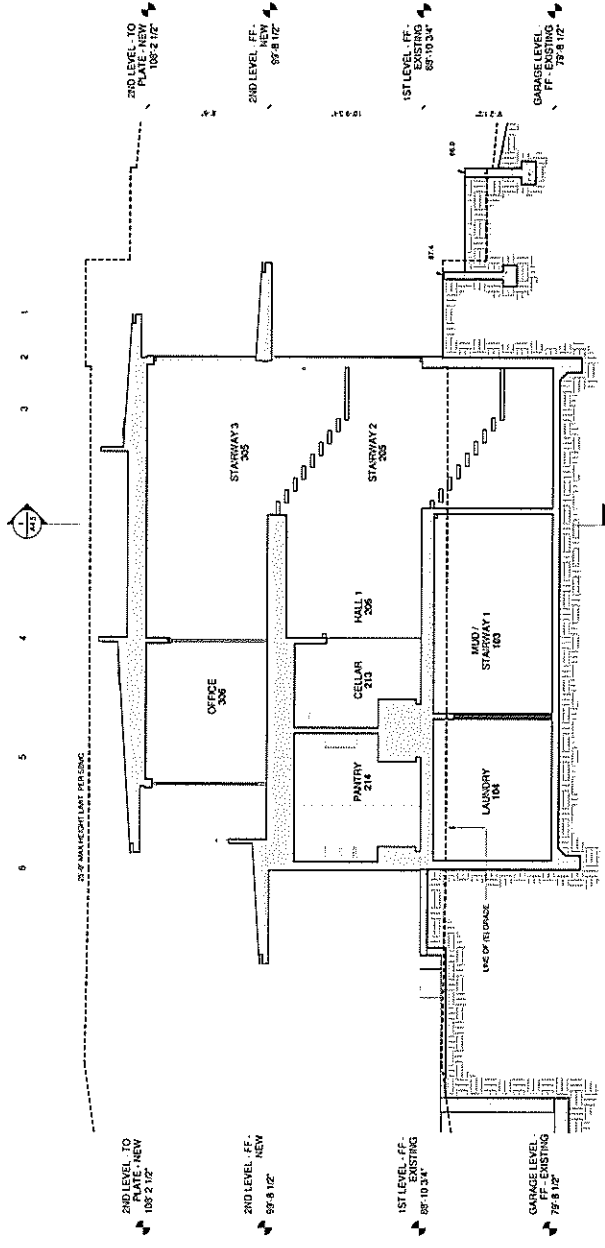
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WWW.ALECPETROSTUDIO.COM

MC BRIAR RESIDENCE
223 OCEAN STREET, SOLANA BEACH CA 92075

PROPOSED BLDG
SECTIONS

PROJECT NUMBER	0008
DRAWN BY	AP
CHECKED BY	AP

A4.2



1 | PROPOSED - BLDG SECTION TRANSVERSE BB
1/4" = 1'-0"



CONTOUR L15207 11.22.25

ALEC PETROS
STUDIO

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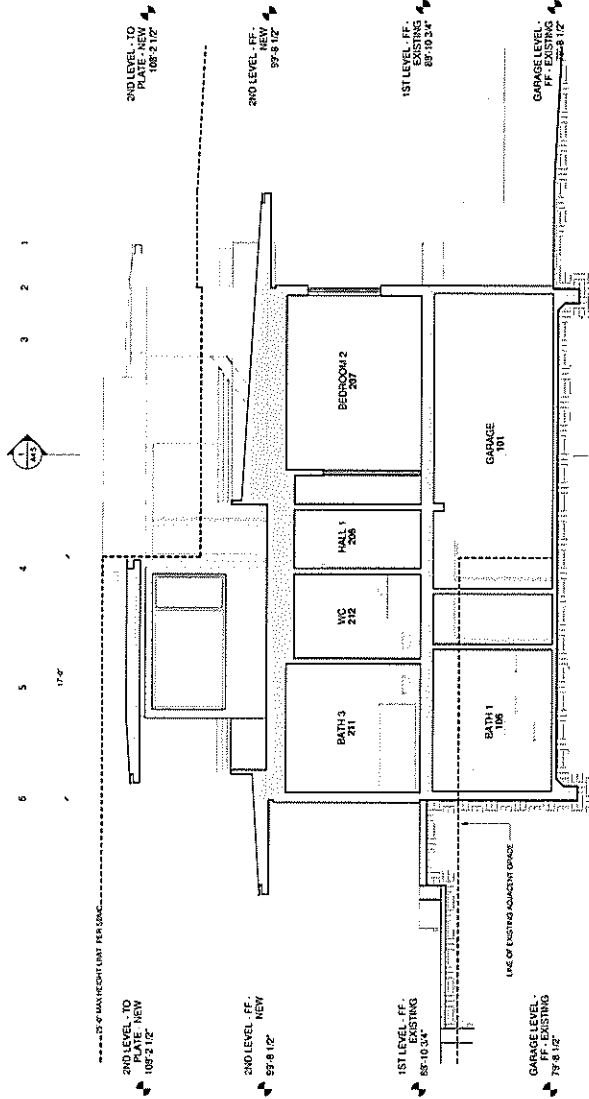
MC BRIAR RESIDENCE
223 OCEAN STREET, SOLANA BEACH CA 92075

PROPOSED BLDG
SECTIONS

PROJECT NUMBER: 0008
DRAWN BY: ALEC
CHECKED BY: CHUCK

A4.3

Export Date: 4/13/2017 11:29:59 AM



1 | PROPOSED - BLDG SECTION TRANSVERSE CC
1/4" = 1'-0"



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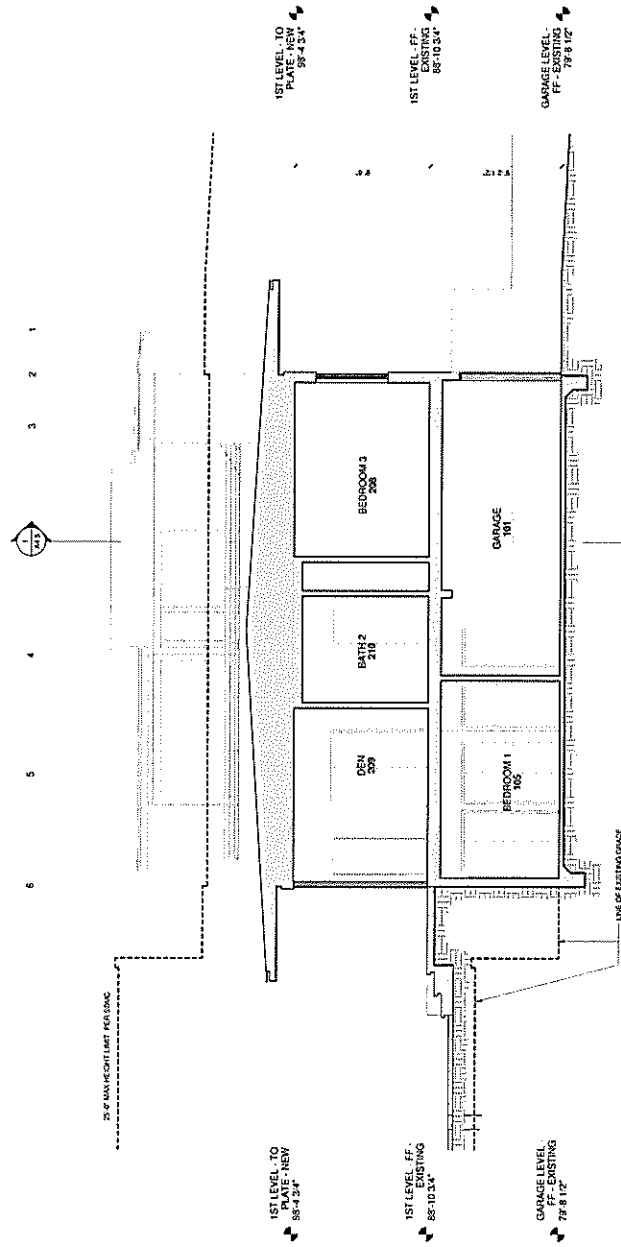
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CANTON, CALIFORNIA 92521
ALYC@ALECPETROS.COM
PH: 951.341.1111

MC BRIAR RESIDENCE
223 OCEAN STREET, SOLANA BEACH CA 92075

PROPOSED BLDG
SECTIONS

PROJECT NUMBER	0003
DRAWN BY	AP
CHECKED BY	AP

A4.4



1 | PROPOSED - BLDG SECTION TRANSVERSE DD
1/8" = 1'-0"



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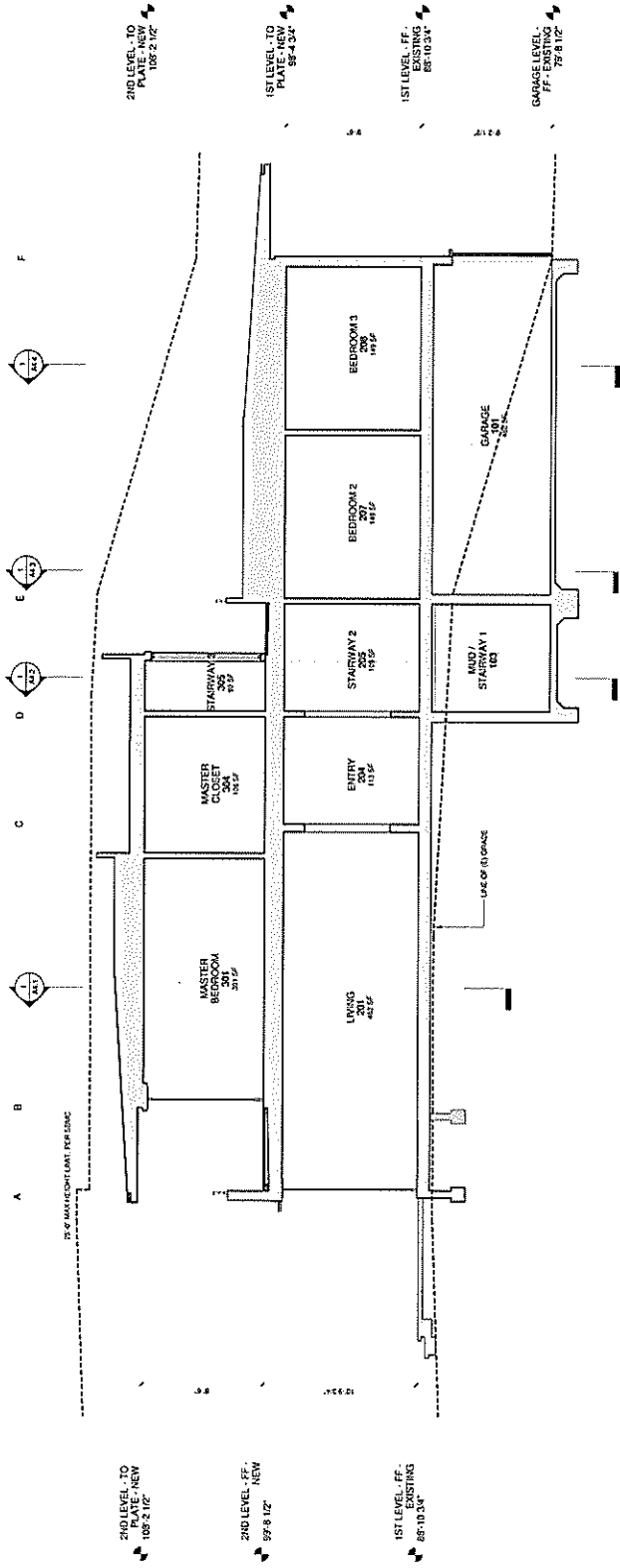
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WWW.ALECPETROSTUDIO.COM

MC BRIAR RESIDENCE
223 OCEAN STREET, SOLANA BEACH CA 92075

PROPOSED BLDG
SECTIONS

PROJECT NUMBER	0008
DATE	AP
DRAWN BY	AP
CHECKED BY	AP

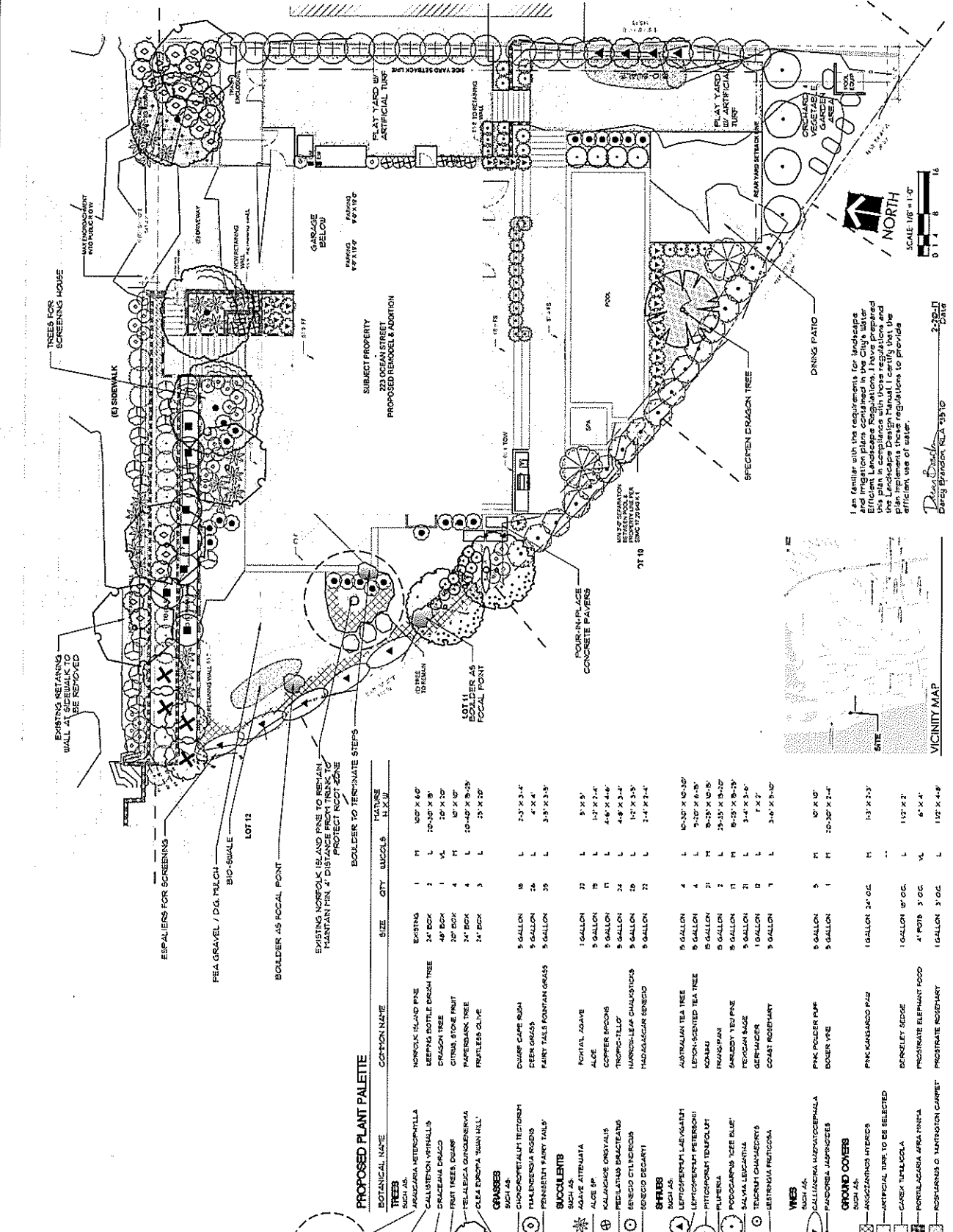
A4.5



1 | PROPOSED - BLDG SECTION LONGITUDINAL_AA
1/4" = 1'-0"



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I am familiar with the requirements for Landscapes and Irrigation plans contained in the City's Water Efficient Landscape Regulation. I have prepared this plan in accordance with the regulations and the Landscapes Design Plan. The plan implements these regulations to provide efficient use of water.

Day Break
 Design Brandon, R.L.A. 03-10

2-20-17
 DATE

PROPOSED PLANT PALETTE

BOTANICAL NAME	COTTON NAME	SIZE	QTY	SUCCELS	PLANTURE
TREES					
ARGUMENTA METROPHILLA	NORFOLK ISLAND PINE	1 FT	1	10' X 8'0"	
CALLISTEMON VITRINALLIS	LEPPING BOTTLE DRAGON TREE	24' BOX	3	20'0" X 8'	
CRATAEGUS DRAGON	CRAGON TREE	48' BOX	1	20' X 20'	
FRUIT TREES QUINN	CITRUS STONE FRUIT	20' BOX	4	10' X 10'	
VELUTICA GUNDESRVA	PAPERBARK TREE	24' BOX	4	20'0" X 8'0"	
OLEA EUROPA WASH HILL	PROLESA OLIVE	24' BOX	3	25' X 20'	
GRASSES					
CHOCORPITALI TECTONIT	DWARF CAPE BUSH	5 GALLON	18	7'-3" X 3'-4"	
HALENSHIA ROZENS	DEER GRASS	5 GALLON	24	4' X 4'	
FRANZOSUM PARRY TAIL	PARRY TAILS PONTIAR GRASS	5 GALLON	25	3'-9" X 3'-9"	
SUCCULENTS					
AGAVE ATTENUATA	FORTAL AGAVE	1 GALLON	22	5' X 5'	
ALOE SP	ALOE	3 GALLON	19	12' X 2'-4"	
KALARGAE ORSYALIS	COPPER PICOONS	3 GALLON	11	4'-6" X 4'-6"	
PELLELUM PRACITRANS	TROPIC-TELO	3 GALLON	24	4'-8" X 3'-4"	
RENDO CYLINDRUS	HANDS-LEAF CALYPTOS	3 GALLON	20	10' X 3'-9"	
OSGEO DECARTI	MAHAGARUA RENCO	3 GALLON	21	2'-4" X 2'-4"	
SHRUBS					
LEPTOSPERMUM LAGYKATH	AUSTRALIAN TEA TREE	5 GALLON	4	10'-0" X 10'-0"	
LEPTOSPERMUM PETERSONII	LEYON-SCENTED TEA TREE	5 GALLON	4	9'-0" X 6'-8"	
PITCOPOUM TEFOLUT	KOHU	5 GALLON	21	8'-3" X 10'-8"	
PLUPERA	FRANZOSUM	5 GALLON	2	13'-0" X 10'-0"	
PODOCARPA 'ICE BLUE'	SANDWY TEU PINE	5 GALLON	21	8'-3" X 8'-3"	
SALVA LECICARIA	PEACAN NAGE	5 GALLON	21	3'-4" X 3'-6"	
TELOPHYLLUM QUARTERTS	GER-HACKER	10 GALLON	2	1' X 2'	
WESTRUM PAUCIFLORA	COAST ROSEMARY	3 GALLON	1	3'-6" X 3'-0"	
WREES					
GALLIARERIA HAZYATOCENAZILA	PNK POWDER PUFF	5 GALLON	5	10' X 10'	
PANDORA JAPONICES	BOUEN VYE	5 GALLON	1	20'-0" X 2'-4"	
GROUND COVERS					
ARGENTANUS INTERES	PNK-KALARGAO PUFF	15 GALLON	24	02	15' X 15'-3"
ARTIFICIAL TURF TO BE SELECTED					
CAREX TETRALOXA	BENSELEY SCODE	1 GALLON	8'	02	10' X 2'
PORILLAGARIA AFRA MINIA	PROSTRATE ELEPHANT FOOT	4" POTS	3'	02	6' X 4'
ROSALENSIS G. MANTONSON CARPET	PROSTRATE ROSEMARY	15 GALLON	3'	02	10' X 4'-8"

Power: 760-311-3423
 410 S. Bascom Avenue, Suite 200
 www.daybreak.com

DAY BREAK LANDSCAPE ARCHITECTURE
 410 S. Bascom Avenue, Suite 200
 SAN JOSE, CA 95128
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Project: 16-21-333
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LANDSCAPE ARCHITECT: JAMES W. HARRIS, AIA, ASLA
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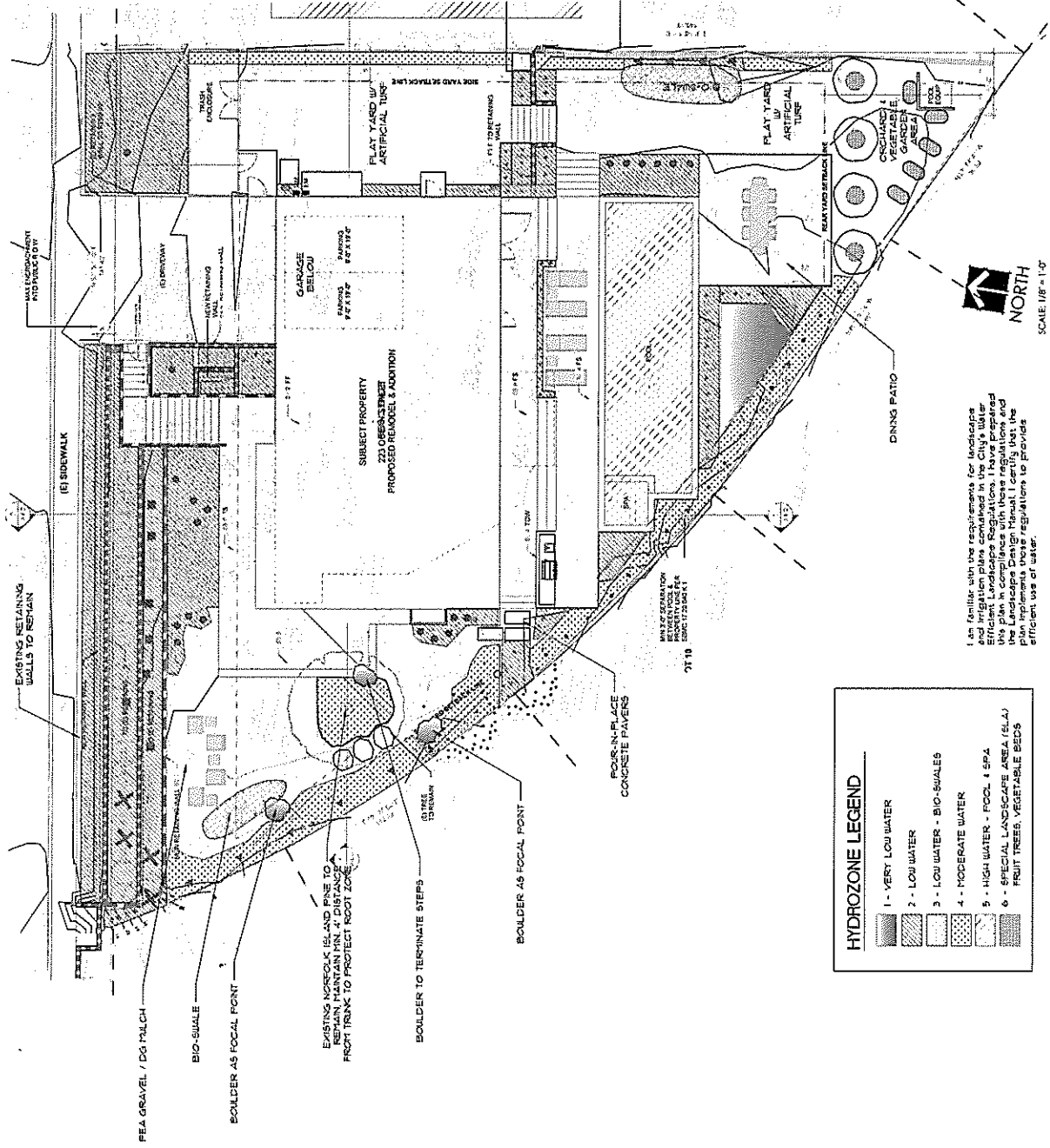


MCBRIAR RESIDENCE
 223 OCEAN STREET
 SOLANA BEACH, CA 92075

CONCEPTUAL
 WATER
 CONSERVATION
 PLAN

DATE: 7/20/2017
 SCALE: 1/8" = 1'-0"
 DRAWN BY: DR
 CHECKED BY: DR
 SHEET

LC-2
 2 OF 2



HYDROZONE LEGEND

[Hatched Pattern 1]	1 - VERY LOW WATER
[Hatched Pattern 2]	2 - LOW WATER
[Hatched Pattern 3]	3 - LOW WATER - BIO-SUALES
[Hatched Pattern 4]	4 - MODERATE WATER
[Hatched Pattern 5]	5 - HIGH WATER - POOL & SPA
[Hatched Pattern 6]	6 - SPECIAL LANDSCAPE AREAS (PALM, FRUIT TREES, VEGETABLE BEDS)



I am familiar with the requirements for landscape and irrigation plans contained in the City's Water Conservation Ordinance and I certify that this plan is in compliance with those regulations and the Landscape Design Manual. I certify that the plan implements these regulations to provide efficient use of water.

James W. Harris
 David Brannen, R.C.A. 2510

RESOLUTION NO. 2017-091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A DEVELOPMENT REVIEW PERMIT AND AN ADMINISTRATIVE STRUCTURE DEVELOPMENT PERMIT FOR THE CONSTRUCTION OF A REMODEL AND AN ADDITION, INCLUDING A NEW UPPER LEVEL ADDITION, TO AN EXISTING SPLIT-LEVEL, SINGLE-FAMILY RESIDENCE WITH AN ATTACHED TWO-CAR GARAGE AND PERFORM ASSOCIATED SITE IMPROVEMENTS ON PROPERTY LOCATED AT 223 OCEAN STREET, SOLANA BEACH

APPLICANTS: Erin and Mat McBriar

CASE NO.: 17-16-24 DRP/SDP

WHEREAS, Erin and Mat McBriar (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 June 14, 2017, 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 resolves as follows:

1. That the foregoing recitations are true and correct.
2. That the request for a DRP and a SDP to construct a 1,605 square-foot garage-level and main-level addition and construct a new 909 square-foot upper-level addition to an existing split-level, single-family residence with an attached, two-car garage and perform associated site improvements at 223 Ocean Street, is conditionally approved based upon the following Findings and subject to the following Conditions:

ATTACHMENT 2

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

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

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

The property is located within the MR Zone. Other nearby properties are also located within the MR Zone and are developed with one and two-story, single-family residences.

The project site is currently developed with a split-level, single-family residence.

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 is found to be consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

The property is not located within any of the City's Specific Plan areas; however, it is located within the boundaries of the Scaled Residential Overlay Zone (SROZ) and within the Coastal Zone. The project has been evaluated, and is found to be in conformance with, the regulations of the SROZ. The Applicants are required to obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of a Building Permit.

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

The Applicants propose to construct a remodel and an addition to an existing split-level, single-family residence. The project will expand the existing building footprint on the main level to the southwest and expand the existing garage level into the western slope. The project will also include the addition of a new upper level to the residence. Driveway access will be maintained from the two-car garage to Ocean Street along the northeastern portion of the lot. The existing pedestrian access from the garage to the upper level of the front yard and main level of the residence will be reconfigured with new retaining walls. The existing two lower retaining walls located in the public right-of-way will be removed and one, new retaining wall will encroach 2.75 feet into the public right-of-way under the authorization of an Encroachment Permit.

A swimming pool and spa will be constructed within the buildable area on the south (rear) side of the residence. Pool equipment will be located in the southern corner of the property and screened by fencing from neighboring properties. A trash enclosure will be located on the east side of the driveway within

the front-yard setback and will be screened by fencing from neighboring properties and the public right-of-way. An outdoor kitchen will be located on a patio between the residence and the swimming pool on the southern side of the residence.

The Applicants are proposing a 299 square-foot addition to the 862 square-foot existing garage level that will consist of a two-car garage, one bedroom and bathroom, a laundry room, and a mudroom that will access the stairway to the main level. The existing elevator will be removed. The 1,306 square-foot addition to the existing 1,162 square-foot main level will consist of an open concept kitchen, dining and living room, two bedrooms, two bathrooms, a wine cellar and a den. The kitchen and den will open up to a patio on the south (rear) side of the residence and the living room would open up to a patio on the west side of the residence that will also wrap around and connect to the front patio. The new 909 square-foot upper-level addition will consist of a master suite, an office and two decks.

A single-family residence requires two off-street parking spaces. When required spaces are provided in a garage, 200 square feet of floor area is exempted for each required space. Therefore, the project is afforded a 400 square-foot exemption. The total proposed floor area will be 4,138 square feet, which is one square-foot below the maximum allowable Floor Area for the 12,679 square-foot lot, pursuant to the SROZ regulations. The maximum floor area calculation for this project is as follows:

0.500 for first 6,000 ft ²	3,000 ft ²
0.175 for 6,001 to 15,000 ft ²	1,169 ft ²
Total Allowable Floor Area:	<u>4,169 ft²</u>

The proposed project, as designed, meets the minimum required setbacks and is below the maximum allowable Floor Area for the property.

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

The project is 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 and recommended for approval by the City's third-party landscape architect. The Applicants shall 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 shall perform an inspection during the construction phase of the project.

- 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 will maintain the existing two-car garage and driveway with access from Ocean Street. SBMC Section 17.08.030 indicates that required parking up to 200 square feet per parking space provided in a garage is exempt from the floor area calculation. The garage will provide two parking spaces. Two spaces are required; therefore, 400 square feet of garage area is exempt from the project's floor area calculation.

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

The project includes grading in the amounts of 240 cubic yards of cut, 140 cubic yards of fill, 300 cubic yards of recompaction, 35 cubic yards of cut for footings, and 135 cubic yards of export. The majority of the proposed grading will occur within the building footprint to excavate for the proposed expansion of the garage level. The grade will be increased with fill in the front and rear side of the residence to create slab on grade patio areas.

- 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 garage-level, main-level, and new upper-level addition on a developed residential lot; therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040.

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

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

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

The Applicants shall obtain approval from the California Coastal Commission prior to issuance of Building Permits.

- B. In accordance with Section 17.63.040 (Structure Development Permit) of the Solana Beach Municipal Code, the City Council finds the following:

The proposed structure exceeds 16 feet in height above the existing grade, therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicants completed the SDP process. A final Story Pole Height Certification was issued by a

licensed land surveyor on April 3, 2017, which showed a maximum building height of 25.0 feet and the tallest story pole (SP #28) certified at 109.4 MSL as measured above the existing grade. Notices to apply for View Assessment were mailed to property owners and occupants within 300 feet of the project site with a deadline to file for View Assessment by May 15, 2017. No applications for View Assessment were received.

A height certificate prepared by a licensed land surveyor shall be 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 or 109.4 feet above the Mean Sea Level (MSL), which is the maximum proposed structure height reflected on the approved project plans.

4. 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 Public Facilities Fees, as established by SBMC Section 17.72.020 and Resolution 1987-36.
- II. Building Permit plans must be in substantial conformance with the architectural plans presented to the City Council on June 14, 2017, and located in the project file with a submittal date of June 1, 2017.
- 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 (which is represented by the story poles) is in conformance with the plans as approved by the City Council on June 14, 2017 and the certified story pole plot plan, and will not exceed 25.0 feet in height from the proposed grade or 109.4 feet above MSL.
- IV. Any proposed onsite fences, walls and retaining walls and any proposed railing located on top, or any combination thereof, shall comply with applicable regulations of SBMC Section 17.20.040 and 17.60.070 (Fences and Walls).
- V. The 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. The Applicants shall submit detailed construction landscape drawings that will be reviewed by the City's third-party landscape

architect and shall be in substantial conformance with the conceptual plan presented to the City Council on June 14, 2017. In addition, the City's third-party landscape architect will perform a final inspection to verify substantial conformance onsite prior to final occupancy.

- 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. Any new exterior lighting fixtures shall be in conformance with the City-Wide Lighting Regulations of SBMC 17.60.060.
- IX. 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.

B. Fire Department Conditions:

- I. 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.
- II. 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.
- III. CLASS "A" ROOF: All structures shall be provided with a Class "A" Roof covering to the satisfaction of the Solana Beach Fire Department.
- IV. BASEMENT
 - a. All basements shall be designed and equipped with emergency exit systems consisting of operable windows,

window wells or exit door that leads directly outside via staircase and exit door or exit door at grade.

- b. Window wells/Light wells that intrude into side-yard or rear-yard setbacks of five feet or less, shall require a hinged grate covering the window well/lightwell opening. The grating shall be capable of supporting a weight of a 250-pound person; yet must be able to be opened by someone of minimal strength with no special knowledge, effort or use of a key or tool. Any modification of previously approved plans related to this condition shall be subject to re-submittal and review by City Staff (Fire, Building, and Planning).

C. Engineering Department Conditions:

- I. Obtain an Encroachment permit in accordance with Chapter 11.20 of the Solana Beach Municipal Code, prior to the construction of any improvements within the public right-of way including, but not limited to, demolition and construction of surface improvements. All proposed improvements within the public right-of-way shall comply with city standards including, but not limited to, the Off-Street Parking Design Manual. Improvements shall include the demolition and removal of the existing retaining walls as well as the construction of the proposed retaining wall and the reconstruction of the G-14A driveway approach as shown on the preliminary grading plan prepared by Coastal Land Solutions, Inc. dated 1/2/2017.
- 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. All new utility services shall be installed underground.
- IV. The Applicants shall record an Encroachment Maintenance Removal Agreement (EMRA) for private improvements in the public right-of-way such as the retaining walls, curb outlet, etc.

Grading Conditions:

- V. Obtain a grading permit in accordance with Chapter 15.40 of the Solana Beach Municipal Code. Conditions prior to the issuance of a grading permit shall include, but not be limited to, the following:
 - a. The grading plan shall be prepared by a Registered Civil Engineer and approved by the City Engineer. On-site grading design and construction shall be in accordance with Chapter 15.40 of the Solana Beach Municipal Code.

- b. A Soils Report shall be prepared by a Registered Soils Engineer and approved by the City Engineer. All necessary measures shall be taken and implemented to assure slope stability, erosion control and soil integrity. The grading plan shall incorporate all recommendations contained in the soils report.
- c. A Hydrology Report shall be prepared by a Registered Civil Engineer and approved by the City Engineer. The Grading Plan shall incorporate all recommendations of the Hydrology Report such as Detention Basins to the satisfaction of the City Engineer.
- d. Easements shall be recorded for maintenance of the Detention Basins by the property owner(s) in perpetuity, prior to the occupancy of this project.
- e. All retaining walls and drainage structures shall be shown. Retaining walls shown on the grading plan shall conform to the San Diego Regional Standards or be designed by a licensed civil engineer. Engineering calculations for all designed walls with a surcharge and nonstandard walls shall be submitted at grading plan check. Retaining walls may not exceed the allowable height within the property line setback as determined by the City of Solana Beach Municipal Code. Contact the Community Development department for further information.
- f. The Applicants are responsible to protect the adjacent properties during construction. If any grading or other types of construction are anticipated beyond the property lines, the Applicants shall obtain a written permission from the adjoining property owners for incidental grading or construction that may occur and submit the letter to the City Engineer prior to the anticipated work.
- g. Pay grading plan check fee in accordance with the current Engineering Fee Schedule at initial grading plan submittal. Inspection fees shall be paid prior to issuance of the grading permit.
- h. Obtain and submit grading security in a form prescribed by the City Engineer.
- i. Obtain haul permit for import / export of soil. The Applicants shall transport all excavated material to a legal disposal site.
- j. Submit certification from the Engineer of Record and the Soils Engineer that all public or private drainage facilities and finished grades are functioning and are installed in

accordance with the approved plans. This shall be accomplished by the Engineer of Record incorporating as-built conditions on the Mylar grading plans and obtaining signatures of the Engineer of Record and the Soils Engineer certifying the as-built conditions.

- k. An Erosion Prevention and Sediment Control Plan shall be prepared. Best management practices shall be developed and implemented to manage storm water and non-storm water discharges from the site at all times during excavation and grading activities. Erosion prevention shall be emphasized as the most important measure for keeping sediment on site during excavation and grading activities. Sediment controls shall be used as a supplement to erosion prevention for keeping sediment on site.
- l. 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

5. 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.

6. EXPIRATION

The Development Review Permit and Structure Development Permit for the project shall expire 24 months from the date of this Resolution, unless the Applicants have 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.

7. 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 14th day of June, 2017, by the following vote:

AYES: Councilmembers –

NOES: Councilmembers –

ABSENT: Councilmembers –

ABSTAIN: Councilmembers –

MIKE NICHOLS, 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: June 28, 2017
ORIGINATING DEPT: Engineering Department
SUBJECT: **Consideration of the Final Report for the Marine Safety Center Feasibility Needs Assessment Study**

BACKGROUND:

The Marine Safety Center at Fletcher Cove was constructed in or around the 1940s and is in need of constant repairs and renovation to meet the needs of the Marine Safety Department. As part of the Fiscal Year (FY) 2015/2016 Adopted Budget, funding was allocated to perform a needs assessment and feasibility study to determine the best course of action for the renovation/replacement of the existing facility.

To accomplish this task, a Professional Services Agreement (PSA) with Stephen Dalton Architects (SDA) was approved at the March 23, 2016 City Council meeting.

This item is before the City Council to receive the final report for the Marine Safety Center (MSC) Feasibility/Needs Assessment Study and to provide direction to the City Manager as may be needed.

DISCUSSION:

Summary of MSC Needs Assessment Study

For the past year, Staff has been working with SDA on the preparation of the Fletcher Cove MSC Feasibility/Needs Assessment Study (Study). A complete copy of the Study is included with this Staff Report as Attachment 1. The current building has served as the Lifeguard Headquarters for over 70 years which is well beyond its expected useful life. The Study assessed the physical condition of the facility, the programmatic needs of the Lifeguards and the development options of the site. The results of the Study indicate that nearly all building components are degraded and are past their useful lifespan. Spatially, the current building layout does not meet the functional needs of the

CITY COUNCIL ACTION:

Lifeguards. Additionally, compliance with the current accessibility codes of the Americans with Disabilities Act (ADA) or the California Building Code for this facility is questionable.

Through consultations with the Lifeguard Staff and after evaluating other Lifeguard Stations throughout the County, it has been determined that a MSC of approximately 3,700 square feet (sf) to 4,700 sf would meet the needs of the Marine Safety Department. For comparison purposes, the existing MSC is approximately 1,480 sf. To address both facility and programmatic needs of the Lifeguards, three options were considered for the redevelopment of the existing MSC as follows:

Option 1 – Temporary Modular Facility: This option is a short-term solution to the immediate space requirements of the Lifeguards but does not address the functional needs (in particular, this alternative does not provide for a second floor observation area which was identified as an essential element of the lifeguards' core function). Since this option would be used only to satisfy space issues and as a low-cost alternative, the aesthetics of this option would be of lower quality than the other two options. Additionally, while this option has the lowest initial construction cost, it has the highest overall cost when factoring in life-cycle costs over 50 years.

Option 2 – Renovate and Expand the Existing Facility: This option would remove all finishes, doors, windows, mechanical equipment, electrical systems, and plumbing systems of the existing building but would leave the roof structure and foundation in place. While this option may retain the historic roofline of the existing facility, extensive structural modifications would be required that would eliminate any costs savings typically associated with a renovation project. Although additional floor area would be added, this options falls into the lower end of the area needed to meet the current and future needs of the Marine Safety Department operations.

Option 3 – Demolish the Existing Facility and Construct a New Facility: This option would completely demolish the existing facility and construct a new facility that would meet the functional, space and accessibility needs of the Marine Safety Department. Although this option would provide the largest facility and have the highest construction cost, it should be noted that the cost per square foot is equivalent to Option 2. The overall cost of Option 3 is higher because it provides approximately 1,000 sf more than Option 2.

The Study provided an extensive analysis of the existing MSC and determined that it is undersized and poorly laid out to adequately support the operational requirements of the Marine Safety Department. Some of the major deficiencies of the existing building include an inadequate restroom (the only restroom in the building); substandard, shared breakroom/first aid station; a second floor Captain's Office that is accessible only by

climbing a ladder; a main observation area (between the back of the building and the top of the bluff) that lacks an enclosed area to keep Lifeguards out of the elements; deterioration of the foundation around the perimeter of the building which is cracked and crumbling in several locations; interior walls, doors and fixtures that are at or past their serviceable life span which makes maintenance extremely difficult; and, since the existing facility was constructed prior to the enactment of modern accessibility laws, there is an extensive list of items that do not meet current accessibility standards.

The assessment of the existing facility shows that the building is insufficient and functionally obsolete in several areas. Operationally, the facility is undersized to meet the current and future needs of the Lifeguards and its layout does not support their daily operations. From a maintenance and structural integrity standpoint, the building is well past its expected lifespan. While adequate utility services are available on site, the distribution of these utilities within the building is inadequate and does not meet current building codes.

SDA held several meetings with the Marine Safety Department to determine what features would be required for the future use of a MSC. These meetings and research of other Lifeguard Stations recently constructed throughout the County have led to the three options previously summarized. A comparison chart of the three options that includes costs, area, and key features is shown below in Table 2 (the complete comparison table is found in Section 3, Page 6 of the Study).

Table 1 – Cost Comparison of Options

Category	Option 1 (Temporary Modular)	Option 2 (Renovate & Expand)	Option 3 (Demo & Rebuild)
Preliminary Cost	\$1,651,600	\$3,371,600	\$3,996,000
Area	3,520 sf	3,780 sf	4,770 sf
Cost per Square Foot	\$469	\$892	\$837
50 Year Cost	\$7,027,266	\$3,371,600	\$3,996,000
Separation of Public/Guard Areas	No	Yes	Yes
2 nd Floor Observation Area	No	Yes	Yes
Meets Space Requirements	No	No	Yes

In addition to the three options detailed above, SDA provided preliminary cost estimates for three elective components that the Lifeguards stated would be beneficial to their operations. These three components are a beach access stairway that would lead from the back of the station to the beach, a seawall along the coastal bluff to protect the investment in the redeveloped MSC and a beach level observation post that would

eliminate the need to place a portable tower on the beach each season. These three elective components are not included in the preliminary costs provided in Table 1. Should this project move forward, it is recommended that these elective features, if desired by the City Council, be included in the project design when applying for the required permits from the California Coastal Commission (CCC).

Preliminary Discussions with CCC Staff

On January 12, 2017, City Staff and SDA met with CCC staff to discuss the project and receive feedback. An overview of the entire Fletcher Cove Master Plan (FCMP) was presented that included the projects completed to date (Fletcher Cove Park, Fletcher Cove Restrooms and Fletcher Cove Community Center) and noted that one of the final phases of the FCMP is to rehabilitate the MSC. The preliminary findings of the Needs Assessment Study were presented as well as a brief summary of the Lifeguards' key functions that would be important in providing an enhanced level of service for this community. In addition to some of the key facility elements outlined in the Study, the discussion also involved a possible need for a seawall or bluff retention device to abate erosion at the base of the bluff underneath the MSC, and a desire to place a permanent beach level observation post near the bottom of the beach access ramp giving direct access to the beach for Lifeguard personnel.

In general, CCC staff was supportive of the project but was not able to provide any specific direction or guidance since a preliminary design for a future facility has not been developed. However, CCC staff is able to provide more information on lessons learned from other similar projects recently constructed in the region. They also stated that a justification for all operational components should be provided. Once completed, a copy of the Study and all future studies completed for this project will be forwarded to the CCC for their review. As the project proceeds in the future, City Staff will work closely with CCC staff to make sure that concerns of both agencies are met.

CEQA COMPLIANCE STATEMENT:

Consideration for acceptance of the Needs Assessment study is not a project as defined by CEQA. If and when a preferred alternative is selected and pursued, environmental analysis will be performed.

FISCAL IMPACT:

The Fiscal Year (FY) 2015/2016 Adopted Budget included funding for the Needs Assessment Study. The next phase of the project would be the preliminary/schematic design that would develop the preferred alternative to the 30% design phase. During this phase, sufficient details would be developed that would allow for submittals in order to obtain discretionary permits such as a Structure Development Permit/Development Review Permit through the City and a Coastal Development Permit through the CCC.

The estimated cost to prepare the preliminary design and submittal of discretionary permits is approximately \$125,000.

Once the preliminary design is completed and the discretionary permits are obtained, Staff is estimating that it would cost an additional \$450,000 to complete environmental studies, final design plans and specifications that would allow for a competitive bidding process. The final design cost is a very rough estimate calculated by Staff in order to give an idea of the funding needed to complete the design of the renovation and/or reconstruction of the MSC. Those costs would be subject to negotiations with the selected consultant once the project reaches that phase.

WORK PLAN:

This project is identified in the Community Character Priorities/Capital Projects section of the FY 2016/2017 Work Plan.

OPTIONS:

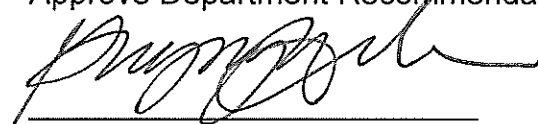
- Approve Staff recommendation.
- Approve Staff recommendation with modifications.
- Do not approve Staff recommendation and provide direction.

DEPARTMENT RECOMMENDATION:

Staff recommends the City Council receive the Fletcher Cove Marine Safety Center Feasibility/Needs Assessment Study prepared by Stephen Dalton Architects and provide direction to Staff as may be needed.

CITY MANAGER RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. MSC Needs Assessment – Final Report

FLETCHER COVE MARINE SAFETY CENTER

NEEDS ASSESSMENT

March 29, 2017

Prepared for:

The City of Solana Beach

Prepared by:

Stephen Dalton Architects, Inc.

444 S. Cedros, Studio 190
Solana Beach, CA 92075
(858) 792-5906





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EXECUTIVE SUMMARY

Purpose:

At the request of the City of Solana Beach, this Needs Assessment Report has been prepared for the Solana Beach Marine Safety Center at Fletcher Cove. The current building has served as the Lifeguard Headquarters for approximately 73 years, well beyond its expected useful life. Though it suffers from degradation and provides inadequate space it is cherished by many in the community as a long standing symbol of the lifeguard service.

Outline:

This report assesses the Marine Safety Center needs in three sections:

- 1) Physical condition;
- 2) Programmatic needs of the Lifeguard service;
- 3) Development options.

Summary:

The results of the existing facilities assessment indicate that nearly all building components are degraded and are past their useful lifespan. These components will require replacement. Spatially, the current layout and floor area of the facility fails to meet the programmatic and functional needs of the lifeguards. Additionally, the facility is out of compliance with current accessibility codes (ADA and California Building Code), most notably: second floor access, floor levels and door widths.

The programmatic requirements for the lifeguards were established in consultation with lifeguard staff, and by evaluating other lifeguard facilities in San Diego County. The resulting Program indicates that a facility of between 3,700 SF and 4,700 SF is required to fully meet the lifeguards' mission. Notable programmatic needs include a second story observation tower; a first aid room; and additional garage storage. Separation of lifeguard and public circulation and work areas was also deemed important.

To address the lifeguards' programmatic needs, three development options were studied.

Option 1 -Temporary Modular: This option is a short-term solution to the immediate spatial needs of the lifeguards, but it fails to meet significant functional requirements (in particular, a second floor observation area). Architectural aesthetics are a major concern with this option in that the modular buildings do not meet the quality of building anticipated by the Fletcher Cove Master Plan. While this option has the lowest initial construction cost, it has the highest overall cost when considering the life-cycle cost over fifty years.

Option 2 – Renovate and Expand: This option anticipates removing all finishes, doors, windows; and mechanical, electrical and plumbing systems of the existing facility while retaining the roof structure and foundation. While it may retain the history roofline of the existing facility, extensive structural modifications will be required that will erase any cost savings typically associated with renovations. Although additional floor area will be added, this option falls into the lower end of the area range needed to meet the programmatic requirements.

Option 3 – Demolish and Rebuild: This option would completely demolish the existing facility and construct a new facility to meet the Program. New construction will offer the best opportunity to meet functional, spatial and access requirements. As presented in this report, this option is the largest facility and has the highest initial cost. It should be noted that the higher cost of this



option, relative to Option 2, is a function of its larger floor area. If the floor area was the same as Options 2, this option would cost the same or slightly less than Option 2.

Each development option presented in this report is accompanied by a site diagram that illustrates the relative size of the programmatic elements. These diagrams provide a determination, at a conceptual level, how each options fits on the project site. These diagrams are not intended to present specific design solutions. Additionally, three site features (access stair, sea wall and a beach level observation post) are anticipated to be included with each of the options.

Conclusion:

The Fletcher Cove Marine Safety Center has had a long and distinguished history. As is expected for a building of its age and coastal location, it suffers from the continual effect of the marine environment and heavy use. At 73 years old, it has exceeded an expected useful life of 50 years and operates in a degraded state. This degradation is expected to accelerate as the cumulative effects of building component failures (such as flashing and waterproofing) compound. In light of its degradation and limited space, its replacement should be prioritized.

Of the development options presented here, Option 1 is the least desirable in that it fails to meet basic functional and aesthetic goals of the City. It's only perceived value is a low initial cost, yet this cost is misleading since its 50-year lifecycle cost is the highest of the three options. Option 2 is appealing in that it can potentially retain the historic character of the existing facility. While this is potentially true, extensive additions and modifications will be necessary that may alter the character regardless. Also, any perceived cost savings associated with a renovation are not likely to be realized on a renovation of this scope. In the end, working with the existing building will likely add cost and result in a less efficient layout. It is our opinion that Option 3 presents the best alternative to achieving the lifeguards' programmatic goals at a comparable cost per square foot to Option 2. Architecturally, Option 3 could be designed in such a way as to reflect the historic character of the existing facility, thus achieving a valued element of Option 2.

SECTION 1

EXISTING FACILITIES BUILDING ANALYSIS



SECTION 1 EXISTING FACILITIES BUILDING ANALYSIS

I. BACKGROUND

Fletcher Cove Beach Park is located on a coastal bluff overlooking the Pacific Ocean in the heart of Solana Beach. It provides the main public beach access and recreational opportunities for the City. Fletcher Cove Beach Park currently includes pedestrian walkways, 34 parking spaces, tot lot, basketball court, boardwalk, grassy areas and public restrooms including showers. The Marine Safety Building which serves as headquarters for Solana Beach Lifeguards sits in the southwest corner of the park; it is bound by an existing parking lot to the east and a public overlook to the north. Lifeguards are on duty year round at Fletcher Cove from 8:00 a.m. to 8:00 p.m. during the summer months and reduces hours in the winter. The Marine Safety Building provides lifeguard, medical aid and dispatch services for all 1.7 miles of Solana Beach's coastline.

Since the development of the San Diego County Lifeguard Service began in the early 1940's, the Solana Beach Lifeguard Headquarters has played a big role in the community. The original structure was built in 1943 by lifeguards from lumber left over from the construction of Camp Callan in Torrey Pines and still stands in its original form today. The Solana Beach Department of Marine Safety has grown to approx. 4-5 full time lifeguards year round, 40 plus seasonal employees and has the longest running junior lifeguard program in the county. During high season, the current headquarters is used by 12-14 lifeguards on a daily basis. While the department has expanded its mission to respond to a variety of ocean rescues and situations, the current facility does not meet the 21st century needs of a marine safety center.

The Solana Beach Lifeguards make many rescues every year, but their real success comes from preventative contacts with the general public that are made constantly. These preventive contacts are categorized and documented as Citizen Assists and Safety Contacts by the department each year. Records show that between the years of 1986 and 2016, the lifeguards of Solana Beach have nearly doubled their Citizen Assists from 21,053 to 39,423 and saw a consistent rise of Safety Contacts with a total of 31,182 in 2016 (Chart 1). It is projected that these numbers for preventive contacts will only continue and/or accelerate at this pace. With the increase in contacts means an increase in need for lifeguard staff and equipment which only accelerates the need for an expanded facility.

In 2001, the City of Solana Beach updated its Masterplan for Fletcher Cove which included improvements to the park and a new marine safety center. The redesigned public park opened in 2007 but the lack of funds prevented the construction of a new headquarters for the lifeguards. To assist in the prioritization of future development of the Solana Beach Marine Safety Center, this section will evaluate the adequacy of the existing facilities and infrastructure.

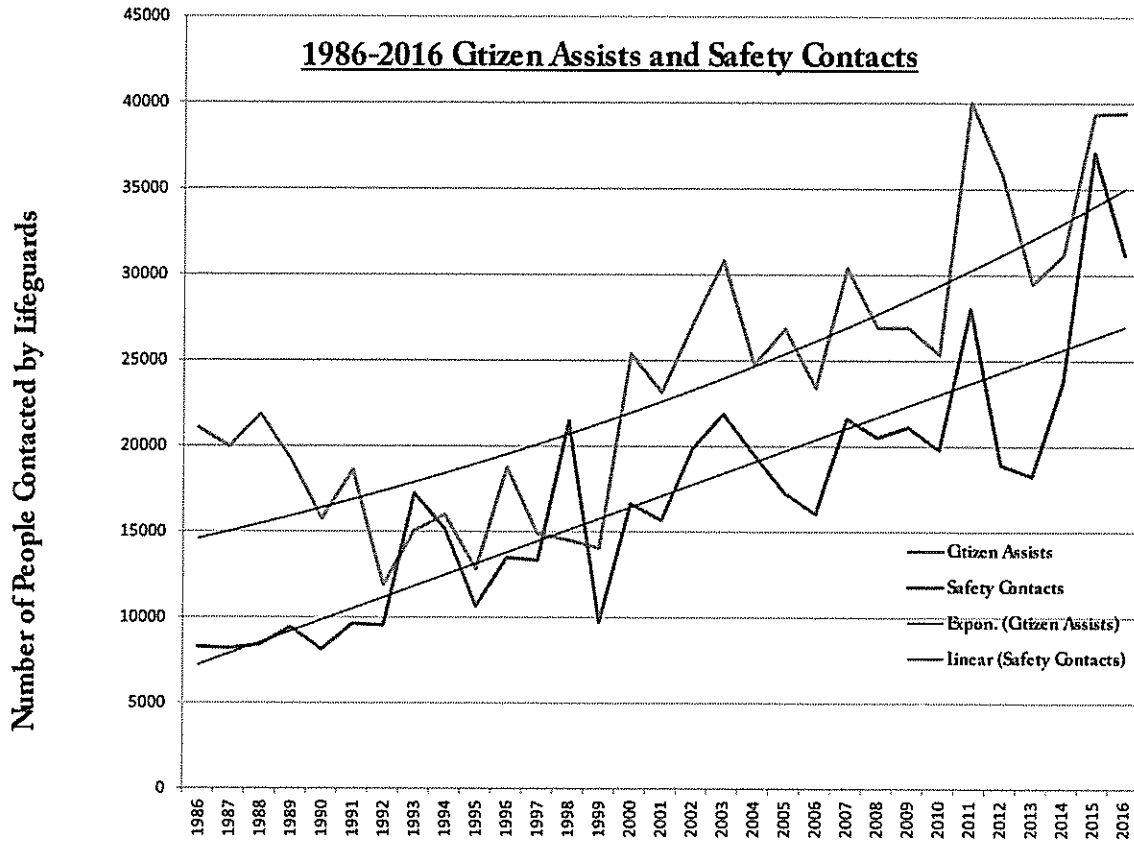


Chart 1



II. EXISTING FACILITY ANALYSIS

The existing Marine Safety Headquarters is an approximately 1,480 SF, one-story structure with a 175 sq. ft. loft space accessible only by ladder (Figure 1). It has a concrete slab on grade foundation, wood framed walls covered in wood siding and its roof is framed with wood rafters covered with low quality asphalt shingles. There is an uncovered exterior side yard on the south side of the building that is utilized for oversized equipment and overflow. Site observations and interviews with lifeguard staff have identified four areas of deficiency in the existing building. These areas include:

- A. Operations
- B. Maintenance & Structural Integrity
- C. Utility Services
- D. Accessibility



Figure 1

A. OPERATIONS

The existing facility is under-sized and poorly laid-out to adequately support the lifeguards' operational requirements. A room by room assessment discovered many deficiencies.

Entry - To approach the station the public must cross over an active driveway of lifeguard equipment to enter the front door of the headquarters on the southeast corner (Figure 1). The entry area serves many purposes, locker area for main lifeguard staff, staff office space for daily record keeping, general area to interface with public and corridor to get to the exterior of building. Current desk space is not sufficient for staff size, and the built-in casework was not designed to house or function properly for the user of a computer. The room is dark and ventilation is inadequate, as doors must be left wide open to cool station. With the doors wide open, lifeguards can't control access to the station and are constantly disrupted (Figures 2-3).



Figure 2

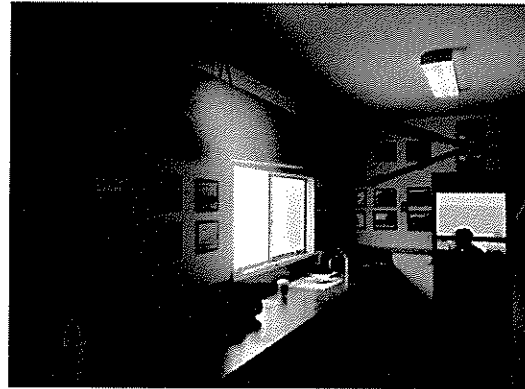


Figure 3

Dispatch - Dispatch/Communications/Observation room which faces directly west is connected directly off the main entry area. The room is cramped and only sufficient space for one person, but the space also serve as main access point/circulation to the west exterior space which causes major interruptions. The only observation window is located on the first floor and has blind spots of beach area that cannot be seen. The communication equipment should be housed in proper cabinets, instead are place on makeshift shelves, exposed to dust and the marine environment (Figures 4-5).

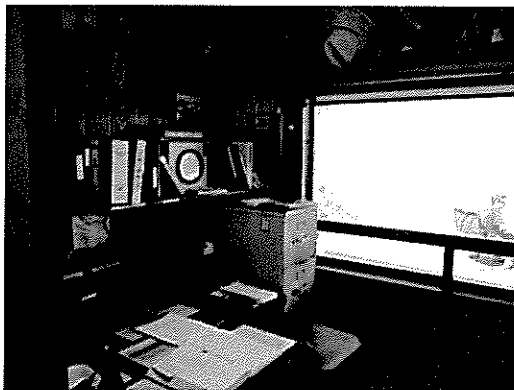


Figure 4

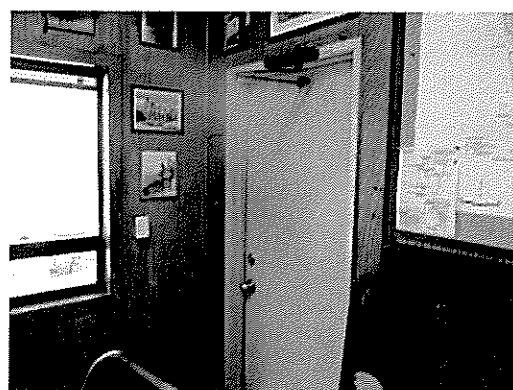


Figure 5

Garage - The two garage spaces in the current facility serve as the main interior storage space, maintenance area, large meeting room, workout space, laundry area and locker room. In order to utilize the space or access storage, lifeguard must pull out all ATVs and trailers and park outside. This becomes time consuming and that effort could be put towards other tasks. In order to access the lockers which are located on the edge of garage, the lifeguards must step around parked vehicles and be cautious of other stored equipment overhead.

The garage has limited ventilation or natural light unless the garage doors are open. Both the north and south garage spaces become very hot in the summer time and remain cold in the winter. The storage areas above the garages become extremely hot during the summertime and this causes problems with the equipment being stored up there. The low ceiling height means that the rescue trucks must be stored outside in harsh weather conditions. The doors have to be manually operated and open outwards taking up valuable space. Storage space needs are not met with current provided area and all overflow storage needs are pushed outside or up in cramped loft space. This adversely exposes equipment to unnecessary harsh weather elements and makes access to vital recuses equipment harder to obtain (Figures 6-9).

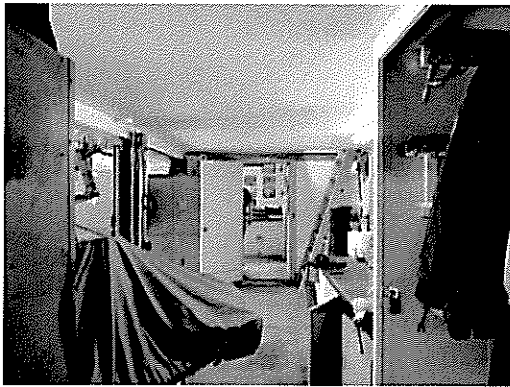


Figure 6

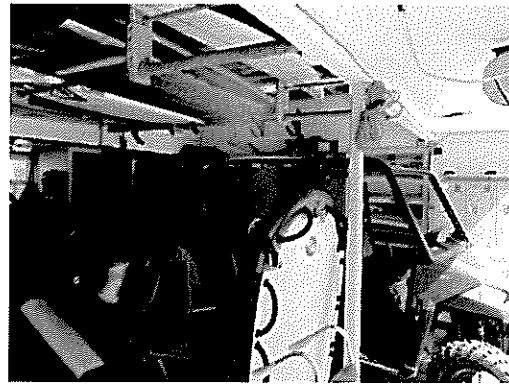


Figure 7



Figure 8



Figure 9

Restroom - Currently, there is one inadequate restroom that both the lifeguard staff and visiting public patrons must share which does not comply with current building codes or ADA requirements. The fixtures include only one toilet, one sink and a small shower. This space is also utilized for storage space of wetsuits and a corridor space to get from the garage to the first aid room. To enter or exit the restroom, there are steps and large changes in heights from the adjoining rooms. The steps are not uniform height and have no warning strips, which is a tripping hazard (Figures 10-13).



Figure 10



Figure 11



Figure 12



Figure 13

Breakroom/First Aid - Lifeguards are currently using a small room in northwest corner of the building as the breakroom/kitchen and the first aid room. The single wide exterior entry to the first aid room is behind the back gate, which makes the entry not easily accessible or visible to general public or for emergency medical crew to reach with a rolling stretcher. Most first aid must be administered outdoors due to interior space restrictions exposing the patrons unnecessary to the outdoor elements. The lifeguards have access to a small sink in the kitchen area to use for first aid purposes, but this brings up concern for proper sanitation and cross contamination in area being used for medical treatment. The toilet facilities are next to the first aid room, but the room is not easily accessible or properly set up to support movement of an injured person. The current room does not have appropriate floor area or equipment for the lifeguards to properly treat the public with the current standards of care. The state of the casework and appliances are inadequate to properly serve as a meal prep area or the first aid work surface. All surfaces within the room are not easily cleaned and cannot be sanitized for medical purposes. This space remains extremely cold in the winter due to the inefficient heating system within the current facility (Figures 14-17).

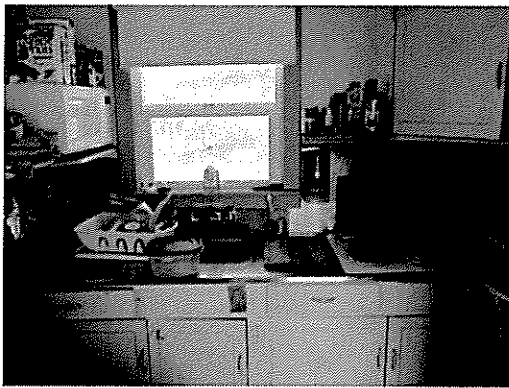


Figure 14

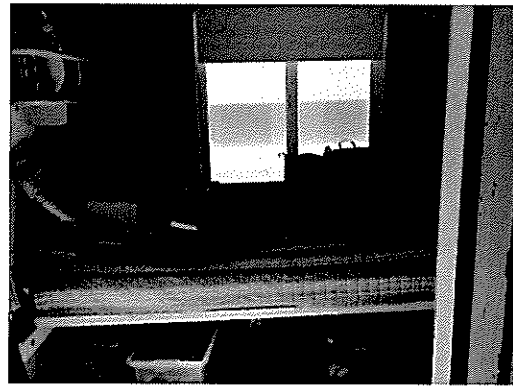


Figure 15



Figure 16



Figure 17



Captain's Office - Currently, the only elevated vantage point for viewing the beach in the Marine Safety Center is from the Captain's office located in a second floor loft. This office is accessible only by ladder, which provides poor access and is dangerous. The office has restricted ceiling heights and inadequate floor space for other officers. Storage is limited and requires lifeguards to crawl on hands and knees to access it. The physical and visual separation of the office from the rest of the facility makes for poor communication and interactions within the station, yet does not provide acoustic privacy for sensitive conversations.

The skylights in the loft provide good daylight but at certain times, the light is hard to control and the room heats up excessively. In the winter time, the uneven distribution of heating system causes the upstairs office to heat up like a sauna which diminishes the lifeguards' ability to focus on their task. In the summer time, the space unbearably warm and to cool it you have to open the window. With the window open, the wind blows all of the papers on the desks around and also brings in substantial moisture which creates problems for the computers and other electronics upstairs (Figures 18-21).

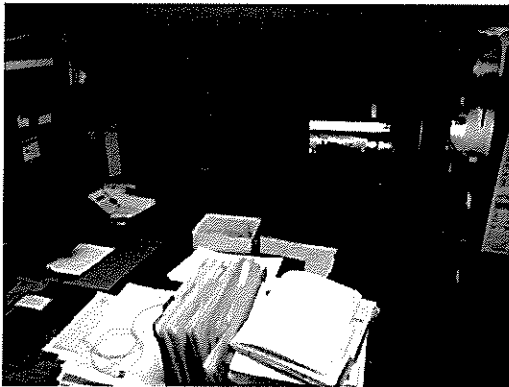


Figure 18



Figure 19



Figure 20



Figure 21

Observation Area - The current facility impedes the lifeguards' primary duties of ocean observation and rescue due to its lack of an enclosed observation area. Currently, lifeguards are required to sit outside in the elements, removed from the station, when watching the beach. Beach access is not available from the observation area. (Figures 22- 23)

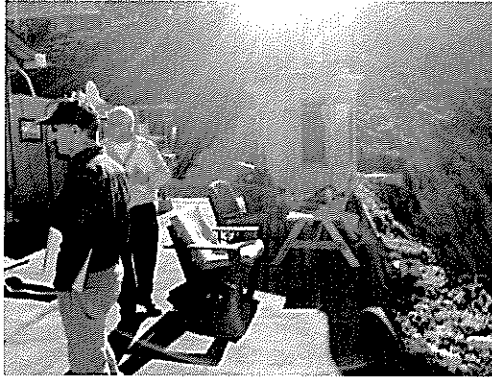


Figure 22

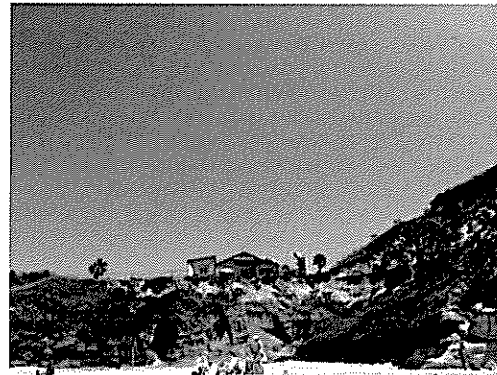


Figure 23

B. MAINTENANCE & STRUCTURAL INTEGRITY

On the whole, the Marine Safety Center has been well maintained over the years, but these maintenance efforts offer diminishing returns as most of the building components have exceeded their effective life span. The coastal environment causes constant deterioration of the building components. As the weather-proofing components (i.e. flashings, roofing, and wall coverings) continue to deteriorate there will likely be an acceleration of structural failures.

Foundation/Slabs - The current foundation curb around the perimeter of the building is crumbling in several areas this is usually caused by the poor water drainage or exposure to the salty air. Cracking and the general weathering exposing the aggregate in the concrete was observed in several locations as well along the foundation curb (Figures 24-25).

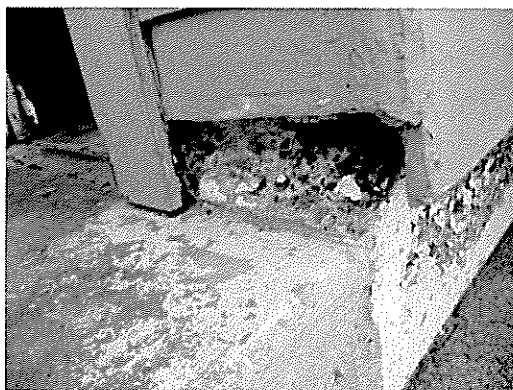


Figure 24



Figure 25

It's evident throughout the building that the concrete slabs are original to the structure, as there are large heavily worn/dented areas from years of repeated use and uneven surfaces. In all high traffic areas, the top coatings of paint or sealant are completely removed exposing the unsealed concrete to the harsh elements. Most transitions from room to room are uneven and the wood thresholds are rotting (Figures 26-27).



Figure 26



Figure 27

Floors - The bathroom tiled floor is tough to keep clean, as the grout is missing in several places and tiles are cracked, chipped and missing. If not repaired, this will lead to further water infiltration into slab and exposure to the salt air. The wood baseboards are rotted and have large areas of chipped paint. The tile baseboards have cracked or in some cases missing altogether (Figures 28-29).



Figure 28



Figure 29

Walls - Exterior walls are constructed of wood studs with wood wainscot on the lower portion and synthetic siding above. The exterior siding is rotting, chipped and pulling away from wall assembly in many locations. The wood wainscot is original to the structure and has reached the end of its useful life due to decay and deterioration. In several instances, the wood wainscoting has improper ground clearance. The exterior wood water table is missing a drip edge, which is exposing the foundation to unnecessary water. Based on the age of the building, it is possible that the upper synthetic siding contains asbestos but no testing has been completed. Some siding panels have exposed fasteners that have rusted and are streaking down the face of wall which can signify moisture damage. All interior walls have uneven surfaces, are hard to clean and paint is chipping in all locations (Figures 30-33).

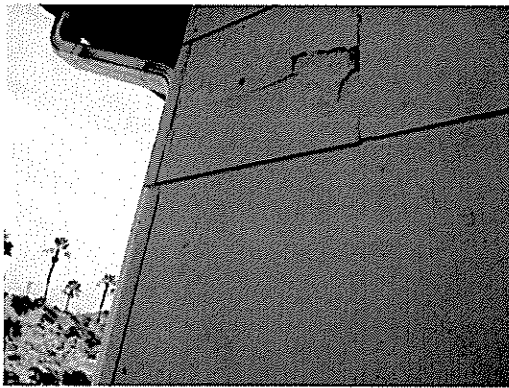


Figure 30



Figure 31



Figure 32



Figure 33

Doors - All wood doors, both interior and exterior, exhibit extensive wear and are dented from years of use. Most paint finishes on door panels and frames are peeling and have extensive chipping. In a few locations, the top of the door frame is failing and rotting away. All metal door hinges and door hardware are rusting due to the exposure to marine environment and causing the doors not to function properly. Most exterior doors are missing a door threshold, leaving the building exposed to exterior water intrusion. Many of the windows have been updated to vinyl retrofit windows but were installed without sealant. The remaining older wood framed windows are no longer in operable condition and window sills are rotting. All window head flashing is rusted and no longer serving its purpose to shed water (Figures 34-37).



Figure 34

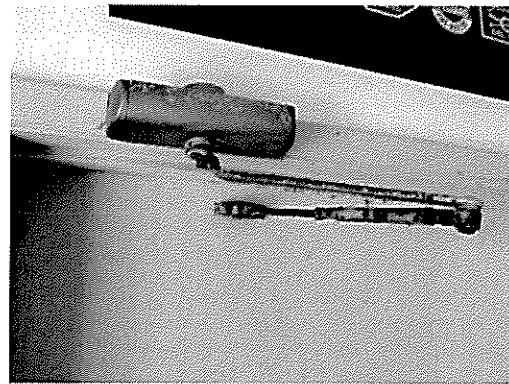


Figure 35



Figure 36

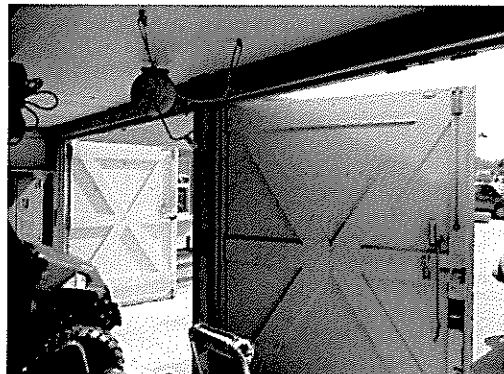


Figure 37

Roof / Ceiling - The interior ceilings are a collection of exposed wood rafters, particle board and drop tile ceiling. Based on visual inspection, the rafters within the interior of the building look to be in good condition. The original sheathing planks are starting to rot and split on the interior spaces. There are places where the particle board ceiling has been damaged and large holes are visible. In the current dispatch room, there is a drop ceiling and it is possible that the tiles contain asbestos. There is minor water staining on the ceiling in the garage. The current roof is an old, low-quality asphalt shingle roof and needs to be replaced. All rafter tails and the sheathing planks on the exterior of the building are in poor shape; they are either rotting or splitting and eventually will lose the structural integrity. The exterior wood roof members have been exposed to the harsh marine environment and will only continue to degrade at a rapid pace (Figures 38-41).

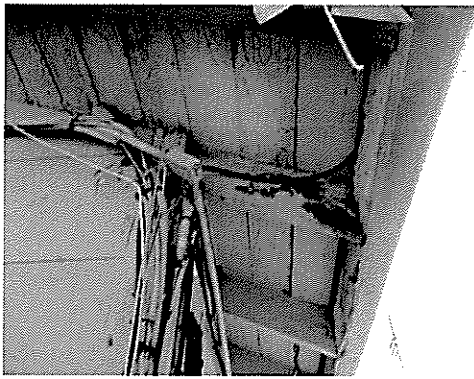


Figure 38

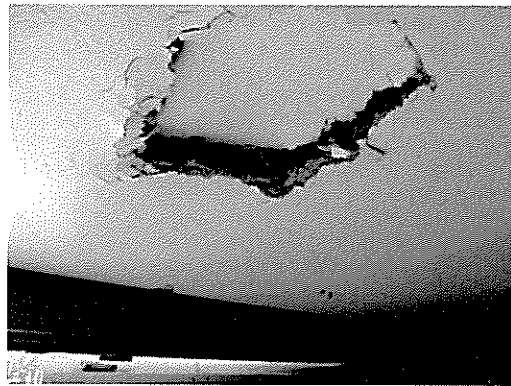


Figure 39



Figure 40



Figure 41

Interior Fixtures - All interior wood casework is past its life span, as most doors do not close fully and the paint is chipping. All metal hardware is rusted and not functioning properly. The metal storage lockers in garage area have rusted and are hard to maintain. The wood countertops surfaces are dented and show extensive sign of wear (Figures 42-45).



Figure 42

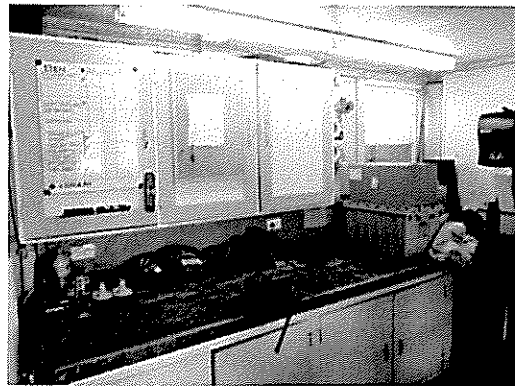


Figure 43



Figure 44



Figure 45



C. UTILITY SERVICES

Electrical - The electrical service to the building was updated to a 400 amp panel when the public restrooms were completed at Fletcher Cove Park. The interior and exterior wiring is an ad hoc and surface mounted mess of wires and a maze of exposed conduit. The current state of the electrical wiring is not to code and puts the station at high risk of an electrical fire. There is an insufficient amount of power outlets and the placement of switches is inconvenient. All the exterior utility boxes that are on north wall are rusted.

Plumbing - The exact condition of the plumbing servicing the building is unknown but according to lifeguards, there is at least one major service call a year regarding plumbing backup. It is estimated that the waste pipes could be about 50 percent blocked according to lifeguards. There is a gas line connected to the building which runs the kitchen stove top and the dryer (Figures 50-55).

Mechanical - Currently, there is no mechanical air condition system installed in the building, cooling is done through natural ventilation. Windows and doors are left open to help cool the building but lifeguards report that this does not provide adequate cooling. The building is serviced with a mechanical heating system and heat is distributed through metal ducts on the first floor while flex ducts service the captain's loft space office. The heating system distributes heat unevenly throughout the building, which leaves first floor cold and the loft intolerably warm (Figures 46-53).

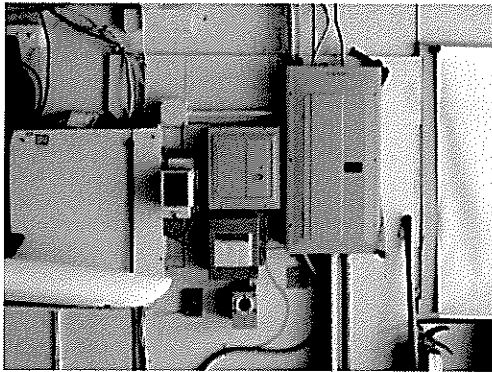


Figure 46

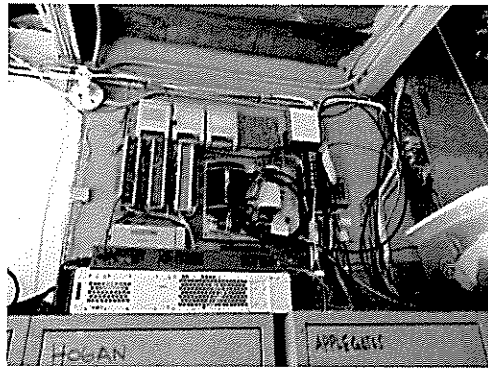


Figure 47



Figure 48

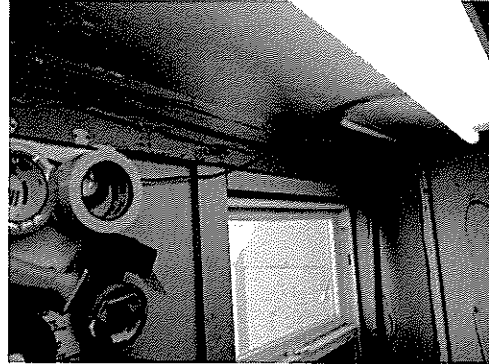


Figure 49

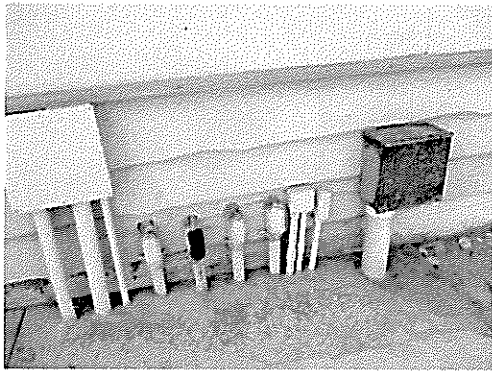


Figure 50

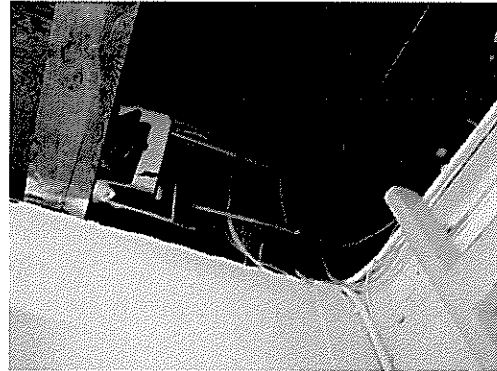


Figure 51



Figure 52



Figure 53



D. ACCESSIBILITY

The building was constructed in 1943, well before modern accessibility laws were enacted. The list of items out of compliance with accessibility standards [both Americans with Disabilities Act (ADA) and California Building Code (CBC)] is extensive and a detailed accounting is beyond the scope of this report. The deficiencies can be broadly summarized as follows.

Throughout the facility, there is a lack of accessible signage and required maneuvering clearances. Existing doors do not meet minimum width requirements, floor clearances or threshold heights. An accessible path of travel is required throughout the facility, but is missing in this facility. To meet this requirement will require structural modifications to remove the many changes in floor level, as well as increased door widths and room sizes. Additionally, counters and casework throughout the facility fail to meet accessible height restrictions. Finally, access to the second floor via the existing ladder is not a compliant means of circulation.

The existing restroom has many deficiencies. The heights and location of wall mounted restroom accessories are non-compliant. At each fixture, the clear floor space and clearances are not met. The shower and toilet have no grab bars. The shower has no accessible shower heads / controls, a non-compliant threshold and fails to meet required sizes/clearances per ADA (Figures 10-14).

Though the nature of their job requires lifeguards to be able-bodied, they would still benefit from accessibility features. Wider doors, clear floor space and level floors would aid in retrieval of equipment, provide greater access and speed to facilities and generally reduce accidents. Public accommodation within the facility, namely the first aid room, restroom and entry lobby, should be compliant. To do so will require structural modifications to provide the necessary clearances and maneuvering space.

III. CONCLUSION

Our assessment of the existing facility shows that it is failing in four primary areas. Operationally, the facility is undersized to meet the current and future needs of the lifeguards and its layout doesn't support their daily operations. From a maintenance and structural integrity perspective, the facility is well past its expected lifespan. Significant degradation has occurred, and failures in the building's weather-proofing systems will continue to compound and accelerate the deterioration of its structural components. While adequate services (power, water and gas) are available on site, the distribution of these utility services within the building is inadequate, unsafe and not to code. Finally, the facility fails to meet current accessibility standards for both lifeguards and the public. Recommendations to correct these deficiencies are outlined in Section 3 of the Needs Assessment report.

SECTION 2

FACILITIES PROGRAM



SECTION 2 FACILITIES PROGRAM

I. GENERAL SITE CONSIDERATIONS

A. Beach Access Stair

1. Integrate pedestrian path from station to beach level with new sea wall / bluff stabilization.
2. As an alternate, consider stairs that connect station to beach level tower. The stair could be wood framed and made to span over the bluff face to minimize bluff disturbance.

B. Beach Level Observation Post

1. Located where old public showers were located.
2. This tower could be similar in size and function as the tower at Tide Park.

C. Seawall

1. Located at bottom of bluff directly in front of the Marine Safety Center

II. MARINE SAFETY HEADQUARTERS

Rooms / Required Spaces:

1. Dispatch Center

- a. Size: 10' x 12'
- b. West facing with maximum view of cove.
- c. Angled glass windows to eliminate glare and reflections. Refer to City of San Diego specifications.
- d. In a remodel scenario, above the current first aid room would be a good location.
- e. Equipment

- i. Ceiling mounted binoculars
- ii. Public address system
- iii. Phone
- iv. Computer
- v. Marine band base station radio
- vi. Portable radios
- vii. 800 MHz radio / battery rack
 1. (3) racks
- viii. GP300 radio / batter rack
 1. (2) racks
- ix. All-in-one Printer / Copy / Fax machine



- f. Furnishings
 - i. Dispatch desk / counter
 - i. Counter to run the length of room
 - ii. Corresponds to western view. Adjacent to observation windows.
 - iii. Shelving for maintenance manuals, training logs and reference material.
 - ii. Multipurpose table
 - i. Center of room
 - ii. Storage for maps and charts
 - iii. Backlit table top
 - iii. File cubbies for distribution of paper work.
 - i. (35) cubbies total
 - iv. Storage
 - v. Office supplies
 - vi. Drawers
 - vii. File cabinets

2. Observation Deck

- a. Size: 8' x15' min.
- b. West facing with access from Dispatch room
- c. Extend the entire width of building
- d. Guardrail
 - i. Must not interfere with view from Observation / Dispatch Room
 - ii. Top rail should provide adequate hand rest
 - iii. Footrest at bottom

3. Garage

- a. Equipment: (Length x Depth x Height)
 - i. 3 trucks, size: 17' x 7' x 7'; (may grow to 4)
 - ii. 2 PWC (personal water craft), size: 8' x 4' x 6.5';
 - iii. 1 UTC (quad), size: 10' x 6' x 7'; (may grow to 2)
 - iv. 1 IRB (inflatable rescue boat), size: 14.5' x 6.5';
- b. Consider detached garage to south of existing station as a way to remodel existing station more effectively.
- c. Concrete drive apron with floor drain for vehicle washing
 - i. Comply with storm water regulations



- d. 12' Long Workbench / Tool Storage min. 8' x 4' x 6.5'
- e. Additional storage
 - i. Rescue boards
 - ii. Rescue can rack
 - iii. Swim fin rack
 - iv. Beach wheelchair
 - v. Surfboards
 - vi. Rescue boat equipment
 - vii. Beach safety flags and signs
 - viii. Outboard motor rack
 - ix. Fuel can storage
- 4. Equipment Storage
 - a. SCUBA Locker, size 16' x 4' x 6.5';
 - b. Cliff Rescue, 8' x 4' x 6.5'
 - c. Maintenance / Tools Exterior size 8' x 4' x 6.5'
- 5. Locker Room(s) – 300 SF
 - a. Separate men's and women's areas
 - b. Located on ground floor
 - c. Lockers
 - i. 10 full size for full time staff
 - ii. 20 – 30 half size for seasonal guards
 - d. Fixtures
 - i. 1 shower;
 - ii. 1 sink;
 - iii. Toilet
 - iv. urinal
 - e. Changing / dressing area
- 6. Restrooms
 - a. Near first aid room.
 - b. ADA compliant
- 7. Training / Meeting Room
 - a. Size: 12x18
 - b. Provide storage
- 8. Junior Guard Office / Storage
 - a. Office size, 10' x 12';



- b. Storage size, 10' x 20'
 - c. Entrance separate from primary station entrance.
9. Offices
- a. Open offices
 - b. Private office for Captain, 10' x 12'
 - c. 5 desks
10. First Aid Room
- a. Size: 12' x 14'
 - b. Location
 - i. Northwest corner of building
 - ii. View of ocean
 - iii. Easy access from beach and entry lobby
 - iv. Double doors to exterior for gurney access
 - v. Adjacent to restroom
 - c. Fixtures
 - i. Floor drain
 - ii. Floor / foot sink
 - iii. Countertop sink with foot activated and hand levers
 - d. Storage
 - i. Adjacent to recovery area
 - ii. 2'-6" x 8'-0"
 - iii. First-aid supplies
 - e. (1) Bed
 - i. Mobile for easy reconfiguration
11. Stingray Treatment Station
- a. Outside near first aid room under cover
 - b. Access with hot and cold water.
 - c. Drainage to separate blood from storm-water
12. Reception / Lobby
- a. Size: 10' x 10'
 - b. Location
 - i. Ground floor
 - ii. Northeast side of building
 - c. Door



- i. Controlled access from Dispatch Room
 - ii. Doorbell / intercom system
 - iii. Consider video display
 - d. Waiting area
 - i. 1 -2 seats
 - ii. Minimal area
 - e. Reception counter
 - i. Public greeting area
 - ii. Control access to interior
 - f. Information board
 - i. 3' x 4'
 - ii. Visible by public
 - iii. Locate to minimize disturbance of lifeguards
- 13. Exercise Room
 - a. Size, 11' x 14'
 - b. Equipment
- 14. Kitchen
 - a. Size, 10' x 12'
 - b. Refrigerator
 - c. Sink
 - d. Stove
 - e. Microwave
 - f. Dishwasher
 - g. Pantry
 - h. Laundry Room
 - i. Located near locker rooms
- 15. Storage
 - a. Janitorial closet, 4' x 4'
 - i. Cleaning supplies
 - ii. Restroom supplies
 - iii. Mop sink
 - b. Electric Room, 3' x 4'
 - c. IT Closet, 3' x 4'
 - d. Emergency Generator, 4' x 8'
 - e. Server Cabinet / Closet, 3'x3'x8'



- f. Utility Closet, 3'x6'
 - i. 100 gallon water heater
 - ii. Forced Air Unit (FAU): consider locating above ceiling or attic space.
- 16. Exterior Covered Guard Entry – 200 SF
 - a. Location
 - i. East side of building between garage & main hallway
 - b. For surf, swift water, SCUBA gear
 - c. Must be secured from public
 - d. Exterior showers

III. GENERAL INTERIOR FEATURES

- A. Floor drains in all ground floor rooms
- B. Central vacuum
- C. Emphasize security, durability and ease of use
- D. Wall area for photos and awards on both levels.
- E. Intercom system throughout building
- F. Public address system
- G. Cable and DSL networked connections
- H. Phone service
 - 1. Phone in each room
- I. Mechanical heating
 - 1. Consider passive cooling strategies
 - 2. No air conditioning
- J. Provide access for, and accommodate Sheriff's deputies

IV. GENERAL EXTERIOR FEATURES

- A. Provide separate public and guard entrances
- B. Lighting
 - 1. Station lighting on timer
 - 2. Flood lighting for boat launch and night operations.
 - a. (2) total
- C. Utilities
 - 1. Speakers for phone ringer
 - 2. Exterior outlets on both levels
 - 3. Hose bibbs
 - a. (1) second floor
 - b. (3) ground floor
- D. Animal kennel for aquatic animals and birds
 - 1. Secured from public



- E. Exterior Showers
 - 1. Lifeguard use only
 - 2. Adjacent to guard entrance
 - 3. Provide hot and cold water
 - 4. Comply with regulatory codes
 - a. Connect drain to sewer
 - b. Provide overhead shelter
 - c. Perimeter curb
- F. Create buffer between lifeguard operations and public to maintain safety and limit distractions.
 - 1. Use intercom to control access to station

V. MATERIALS

- A. Metals
 - 1. Non-corrosive materials should be used throughout.
 - 2. Minimize the use of metals.
 - 3. When necessary, the preferred metals are stainless steel, aluminum, and lastly, galvanized steel.
 - 4. Selection of type of metal based on maintenance cost and life expectancy.
- B. Wood framing
- C. Composite siding
- D. Cement, epoxy
- E. Flooring
 - 1. No polished concrete floors
 - 2. Use rubberized or non-skid tile or epoxy



VI. COMPARISONS OF SIMILAR FACILITIES

Summary Table: San Diego County Marine Safety Centers (Area vs Mile of Beach)		
City	Square Feet	Miles of Beach
Imperial Beach	6,000*	1.25
Mission Beach	6,007*	1.5
Silver Strand State Beach	4,500*	2.7
Oceanside	4,500*	3.7
South Pacific	4,400*	1.25
South Mission Beach	3,809	1.25
Ocean Beach	3,500*	.75
Moonlight Beach	3,250*	3.5
Camp Pendleton	2,700*	.6
Coronado Beach II	2,574	1.75
Del Mar Beach	2,400	2.5
La Jolla Shores	2,135	2.
La Jolla Children's Pool	1,877	1
Solana Beach (Existing)	1,655*	1.7
Coronado Beach	1,226*	1.75
North Island Beach I	1,100	.75
North Island Beach II	900	.75

*Total square footage includes garage

SECTION 3

DEVELOPMENT OPTIONS



SECTION 3 DEVELOPMENT OPTIONS

I. BUILDING OPTIONS

Each building option presented in this report is accompanied by a site diagram that illustrates the relative size of the programmatic elements (see Attachments at end of Section). These diagrams provide a determination, at a conceptual level, how each option fits on the project site. These diagrams are not intended to present specific design solutions.

OPTION 1 – TEMPORARY MODULAR

(Reference - Attachment 1)

This option provides immediate, temporary relief to the lifeguards' space needs. It requires the demolition of the existing facilities and the use of prefabricated, modular trailers and a garage structure. It includes one 28'x40' garage; two 12'x40' trailers; and one 36'x40' trailer.

The trailers themselves are problematic in that they do not meet the full programmatic requirements of the lifeguard and fail to meet the operational needs due to, among other things, a lack of an elevated observation area. They are also aesthetically unpleasing (Figure 1) and would not be consistent with the architectural quality established by the rest of Fletcher Cove or the Fletcher Cove Masterplan.

While this option presents the lowest initial cost, it does not provide the same building life expectancy as the other options. Two scenarios were considered. Scenario 1 replaces the temporary trailers with a permanent facility after ten years. Scenario 2 keeps the temporary trailers for 25 years (their expected lifespan) and replaces them with similar trailers after 25 years. In both scenarios, the 50-year cost of this option exceeds the other two options presented in this report.

50-Year Cost - Option 1: Temporary Modular						
	CURRENT COST		FUTURE			50 -YEAR COST
	MODULAR	REBUILD/ MODULAR	INFLATION	YEARS	FV	
Scenario 1	\$1,651,600*	\$4,000,000*	3.00%	10	\$5,375,666*	\$7,027,266*
Scenario 2	\$1,651,600*	\$1,651,600*	3.00%	25	\$3,458,084*	\$5,109,684*

***Preliminary Opinion of Probable Cost:**

All costs are in 2016 dollar values. Annual inflation rates of 3% to 5% should be anticipated. For the intent of the needs assessment report, the project costs are based on the preliminary conceptual program layouts.



Summary Table - Option 1: Temporary Modular		
SIZE	TOTAL ESTIMATED COST	EST. COST PER SQ. FT.
3,520 SQ FT	\$ 1,651,600*	\$ 469*
a.	Lower initial cost for Interim modular facility but cost of permeant facility will only escalate	
b.	Trailer configuration does not effectively serve the lifeguard program needs or mission	
c.	Aesthetics of trailers do not match the visual standards envisioned by the master plan of Fletcher Cove.	
d.	Fails to meet basic requirements for observation.	

***Preliminary Opinion of Probable Cost:**

All costs are in 2016 dollar values. Annual inflation rates of 3% to 5% should be anticipated. For the intent of the needs assessment report, the project costs are based on the preliminary conceptual program layouts.

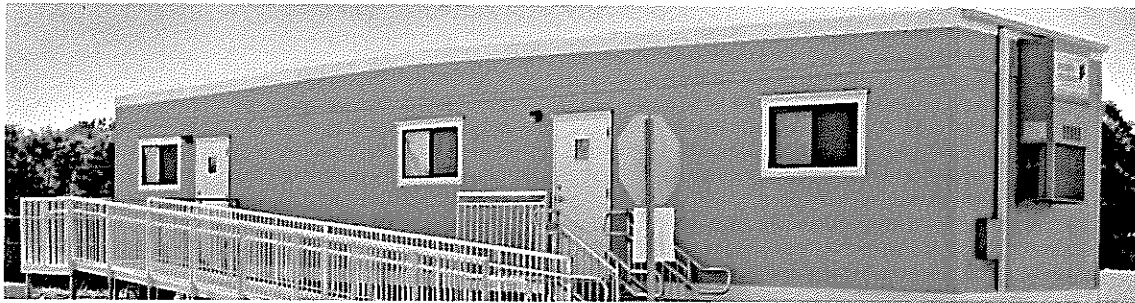


Figure 1



OPTION 2 - RENOVATE & EXPAND

(Reference - Attachment 2)

This option would strip the existing building to its structural frame and replace all finishes and building components with new materials. To overcome existing space shortages, additional floor area would be added. In order to keep some to the defining character attributes of the existing facility, this option would attempt to maintain the existing building envelope and footprint as much as possible. Significant re-work would be required of the interior spaces to increase operational efficiencies for the lifeguards.

Expansion would occur at the southeast hillside corner with a large garage and storage area to accommodate vehicles and equipment storage. A second floor observation area would be added over the existing first aid room in the northwest along with a second floor admin area positioned over a small addition to the west side encompassing a kitchen and exercise area. Although this option can achieve significant improvements to the facility, the existing building footprint restricts some programmatic requirements and the net result is a facility at the lower end of the range of building sizes anticipated by the Program.

On a cost per square foot basis, this option is comparable to the Demolish & Rebuild option. Yet, as a renovation, this option will incur costs not associated with other options. Despite utilizing the existing structure, significant foundation and framing work will be required. Some of this work, due to the concealed nature of the existing structure, can't be determined until demolish begins, which will add cost beyond that estimated here. Also, the cost savings associated with utilizing the existing building structure will be off-set by increased costs to work around existing elements.

Summary Table - Option 2: Renovate & Expand		
SIZE	TOTAL ESTIMATED COST	EST. COST PER SQ. FT.
3,780 SQ FT	\$ 3,371,600*	\$892*
a.	Construction cost and scope of work are on par with a newly constructed facility	
b.	Some character of original headquarters would be maintained by utilizing parts of the existing building footprint.	
c.	Unknown conditions of existing building components could add a significant cost	

***Preliminary Opinion of Probable Cost:**

All costs are in 2016 dollar values. Annual inflation rates of 3% to 5% should be anticipated. For the intent of the needs assessment report, the project costs are based on the preliminary conceptual program layouts.



OPTION 3 - DEMOLISH & REBUILD

(Reference - Attachment 3)

The existing Marine Safety Center would be completely demolished and replaced with a new, purpose-built facility to meet the lifeguards' programmatic requirements. The upper floor would accommodate lifeguard administration, an elevated observation room/deck and a staff training room. The ground floor contains a lobby, restroom and first aid room which is separated from the active duty area for the lifeguards. The rest of the ground floor is dedicated to locker rooms, kitchen, exercise room and large garage and indoor storage space for all necessary equipment.

This option provides the greatest flexibility to maximize efficiency and optimize the building layout in support of the lifeguards' mission. The building would be designed for the coastal environment and would be constructed for a 50-year lifespan. The Demolish & Rebuild option is consistent with the Fletcher Cove Masterplan and the City's Local Coastal Program Land Use Plan.

Construction cost would be consistent with the Renovate & Expand option on a cost per square foot basis, but without hidden issues and costs inherent with renovation projects.

Summary Table - Option 3: Demolish & Rebuild		
SIZE	TOTAL ESTIMATED COST	EST. COST PER SQ. FT.
4,770 SQ FT	\$3,996,000*	\$837*
a.	This option would be constructed to last 50+ years out of durable materials for the harsh marine environment.	
b.	New facility will met all programmatic and mission needs of Lifeguards, for both current and future growth needs.	
c.	Highest initial cost option but cost less over its lifespan.	
d.	Size of New Construction is comparable to other Marine Safety Centers in San Diego County.	

***Preliminary Opinion of Probable Cost:**

All costs are in 2016 dollar values. Annual inflation rates of 3% to 5% should be anticipated. For the intent of the needs assessment report, the project costs are based on the preliminary conceptual program layouts.

II. SITE IMPROVEMENTS



(Reference - Attachment 4)

BEACH ACCESS STAIRWAY & SEAWALL

A new, lifeguard only, stairway on the western edge of the project site is proposed to reduce the response time to the beach. This will aid the lifeguards by providing a more direct route to the beach, enable them to maintain visual contact with targets and avoid congestion on the public ramp.

A seawall is also proposed at the base of the bluff to provide long-term stability to the bluff and new facility. The height of the seawall is approximately 10 feet tall

Summary Table : Beach Access Stairway / Seawall			
	LENGTH	COST	
Stairway	Approx., 72 LF	(POPC)*	\$410,400*
Seawall	Approx., 91 LF	(POPC)*	\$455,000*

***Preliminary Opinion of Probable Cost:**

All costs are in 2016 dollar values. Annual inflation rates of 3% to 5% should be anticipated. For the intent of the needs assessment report, the project costs are based on the preliminary conceptual program layouts.

BEACH LEVEL OBSERVATION POST

The newly constructed beach level observation post, similar in size to the one at Tide Park in Solana Beach, would be placed at the bottom of existing beach access ramp and utilizes the existing pad of the old public showers. The observation post will eliminate the need for the seasonal tower placed on the sand every year, thus increasing the amount of sand available for public use. The beach level observation post allows lifeguards to easily interface with the public as they enter the beach and make important preventive public contacts.

Summary Table : Beach Level Observation Post			
SIZE		PRELIMINARY COST	
Bldg. Square Footage	Approx. 100 SQ FT	(POPC)*	\$50,000*

***Preliminary Opinion of Probable Cost:**

All costs are in 2016 dollar values. Annual inflation rates of 3% to 5% should be anticipated. For the intent of the needs assessment report, the project costs are based on the preliminary conceptual program layouts.

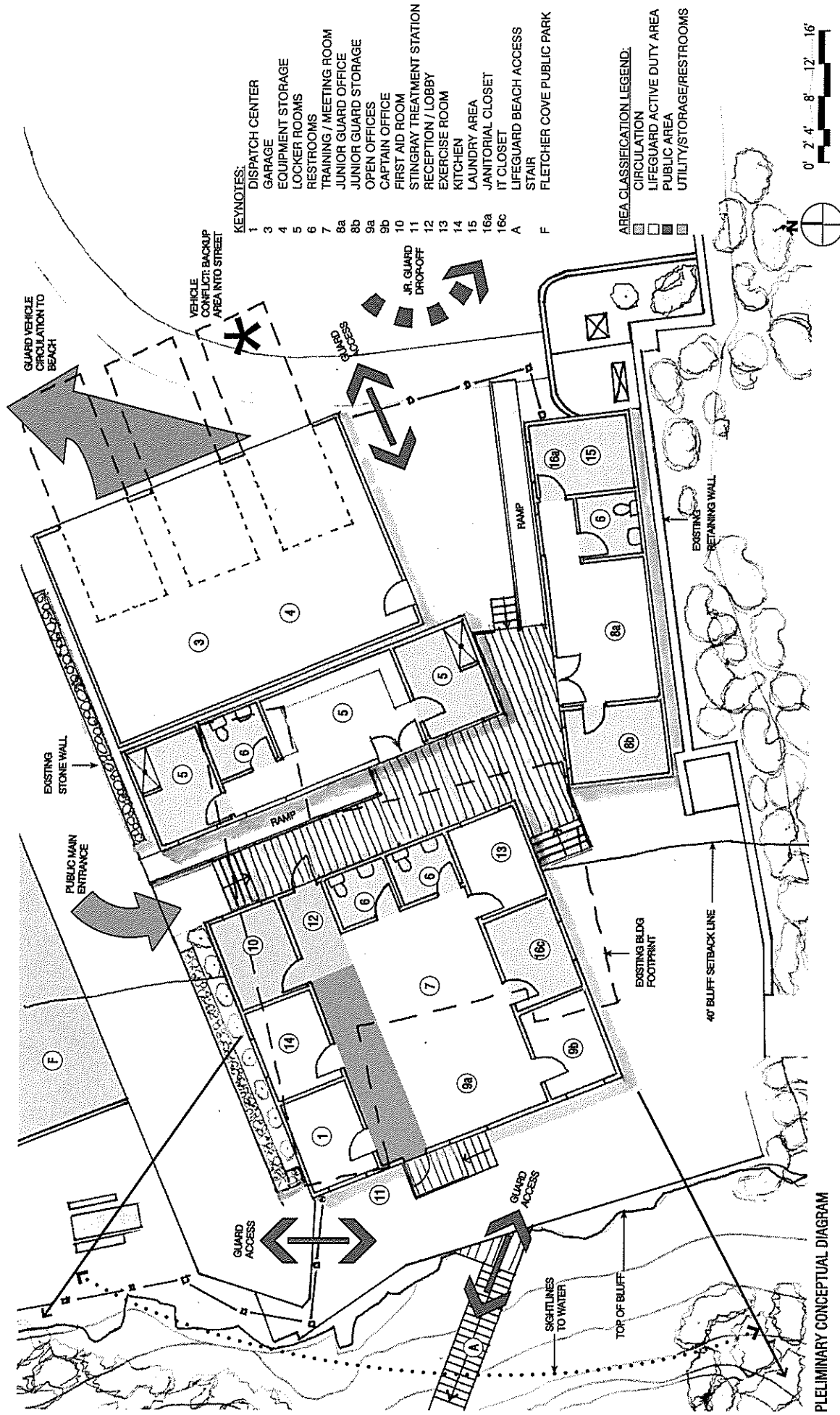


III. SUMMARY TABLE

Category	<u>Option 1</u> Temporary Modular	<u>Option 2</u> Renovate & Expand	<u>Option 3</u> Demolish & Rebuild
Preliminary Cost	\$ 1,651,600*	\$ 3,371,600*	\$3,996,000*
Area	3,520 SQ FT	3,780 SQ FT	4,770 SQ FT
Cost per Square Foot	\$ 469*	\$ 892*	\$837*
50 Year Cost	\$7,027,266*	\$ 3,371,600*	\$3,996,000*
ADA	✓	✓	✓
Beach Level Observation Post	✓	✓	✓
Beach Access stairs	✓	✓	✓
Short term improvement	✓		
Long term improvement		✓	✓
Aesthetic		✓	✓
Separation of public/active guard areas		✓	✓
2 nd Floor Observation Tower		✓	✓
Community character		✓	✓
Efficient interior layout			✓
Meets space requirements			✓

***Preliminary Opinion of Probable Cost :**

All costs are in 2016 dollar values. Annual inflation rates of 3% to 5% should be anticipated. For the intent of the needs assessment report, the project costs are based on the preliminary conceptual program layouts.



KEYNOTES:

- 1 DISPATCH CENTER
- 3 GARAGE
- 4 EQUIPMENT STORAGE
- 5 LOCKER ROOMS
- 6 RESTROOMS
- 7 TRAINING / MEETING ROOM
- 8a JUNIOR GUARD OFFICE
- 8b JUNIOR GUARD STORAGE
- 9a OPEN OFFICES
- 9b CAPTAIN OFFICE
- 10 FIRST AID ROOM
- 11 STINGRAY TREATMENT STATION
- 12 RECEPTION / LOBBY
- 13 EXERCISE ROOM
- 14 KITCHEN
- 15 LAUNDRY AREA
- 16a JANITORIAL CLOSET
- 16b IT CLOSET
- 16c LIFEGUARD BEACH ACCESS
- A STAIR
- F FLETCHER COVE PUBLIC PARK

AREA CLASSIFICATION LEGEND:

- CIRCULATION
- LIFEGUARD ACTIVE DUTY AREA
- PUBLIC AREA
- UTILITY/STORAGE/RESTROOMS



03/29/2017

ATTACHMENT 1

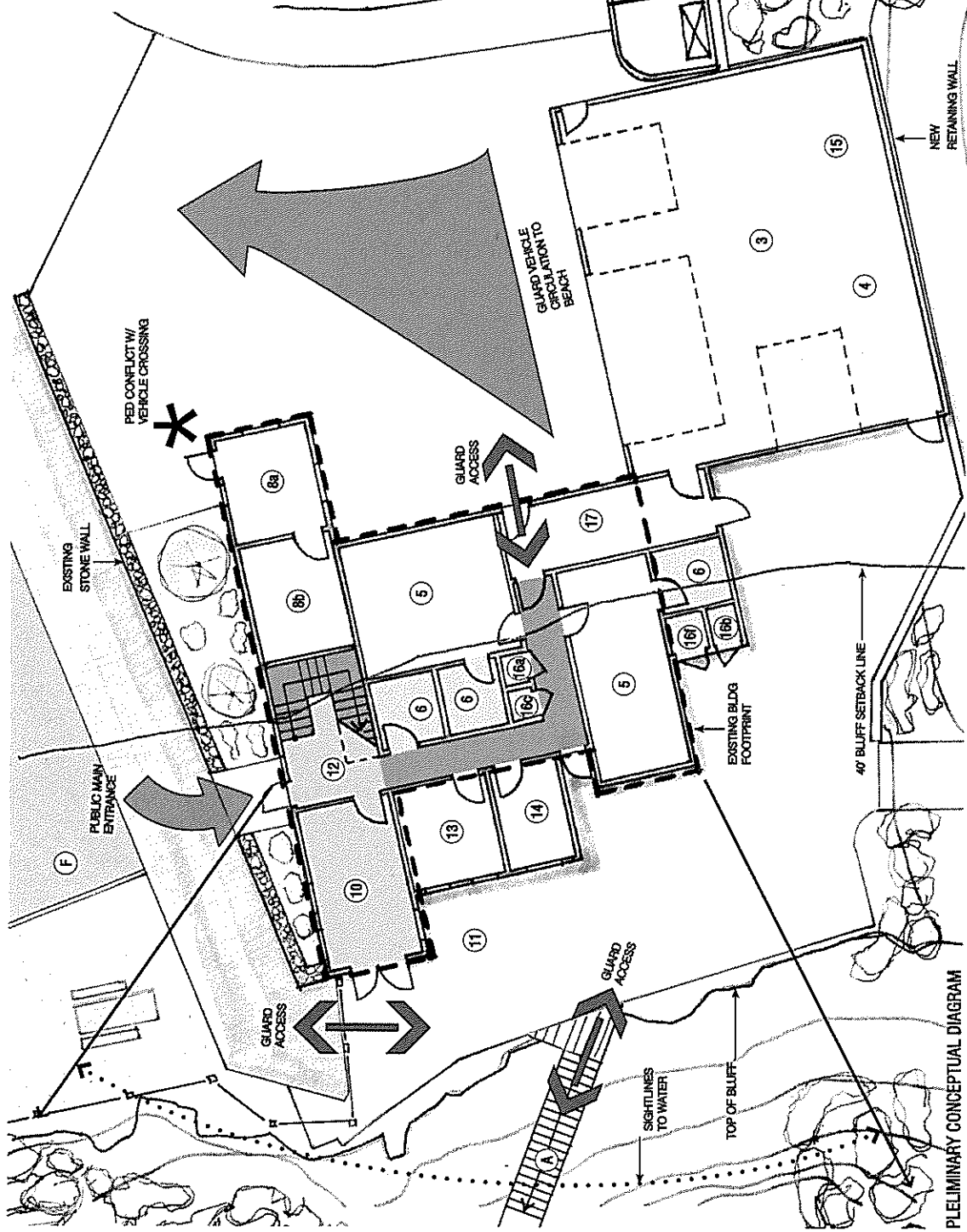
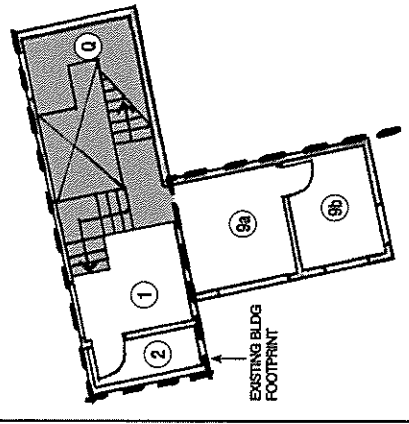
MARINE SAFETY CENTER NEEDS ASSESSMENT
OPTION 1 - TEMPORARY MODULAR

STEPHEN DALTON ARCHITECTS
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PRELIMINARY CONCEPTUAL DIAGRAM

SECOND LEVEL:

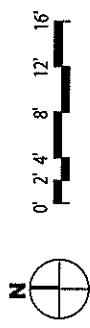


KEYNOTES:

- 1 DISPATCH CENTER
- 2 OBSERVATION DECK
- 3 GARAGE
- 4 EQUIPMENT STORAGE
- 5 LOCKER ROOMS
- 6 RESTROOMS
- 8a JUNIOR GUARD OFFICE
- 8b JUNIOR GUARD STORAGE
- 9a OPEN OFFICES
- 9b CAPTAIN OFFICE
- 10 FIRST AID ROOM
- 11 STINGRAY TREATMENT STATION
- 12 RECEPTION / LOBBY
- 13 EXERCISE ROOM
- 14 KITCHEN
- 15 LAUNDRY AREA
- 16a JANITORIAL CLOSET
- 16b ELECTRICAL ROOM
- 16c IT CLOSET
- 17 EXTERIOR COVERED GUARD ENTRY
- A LIFE GUARD BEACH ACCESS STAIR
- F FLETCHER COVE PUBLIC PARK

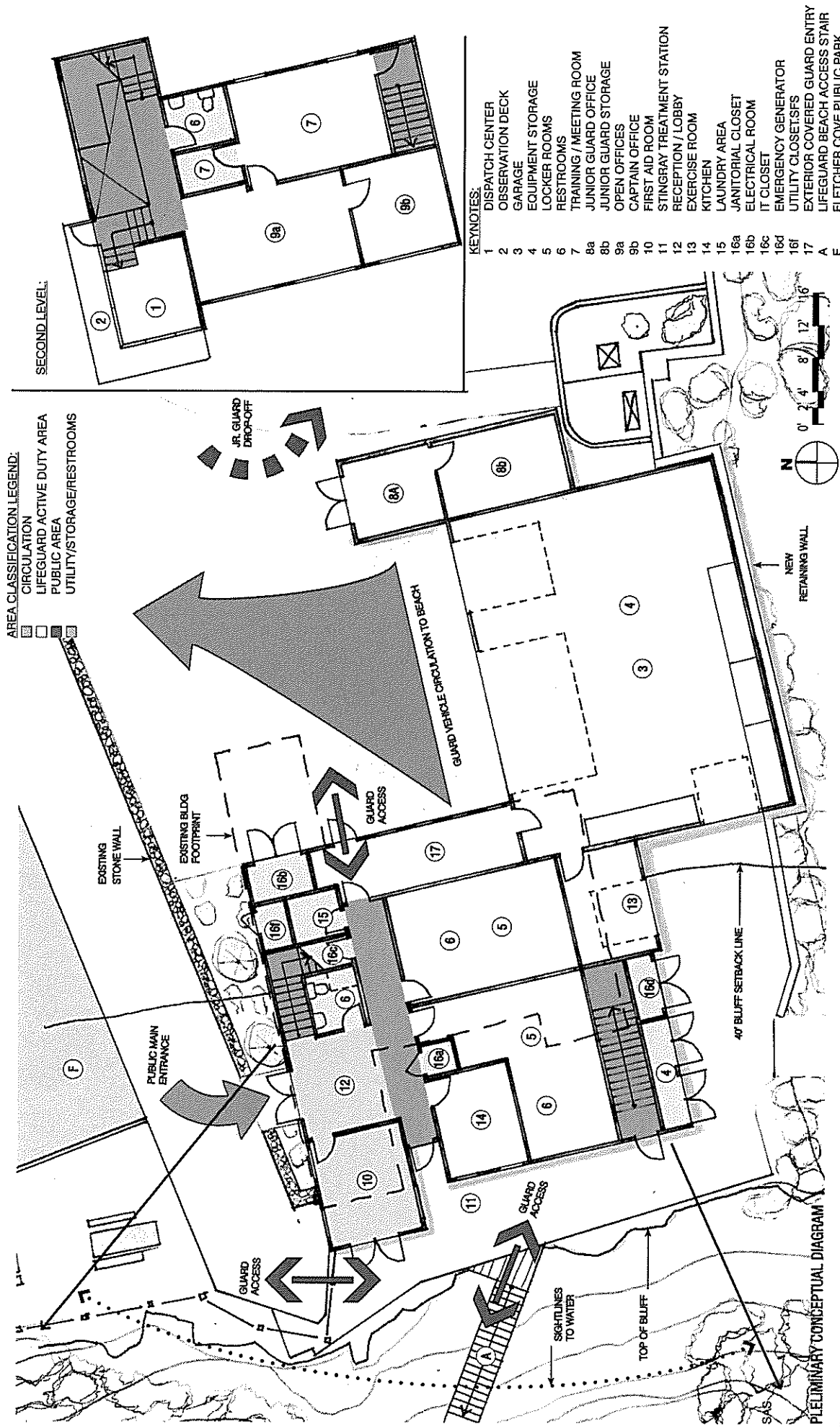
AREA CLASSIFICATION LEGEND:

- CIRCULATION
- LIFE GUARD ACTIVE DUTY AREA
- PUBLIC AREA
- UTILITY/STORAGE/RESTROOMS



AREA CLASSIFICATION LEGEND:

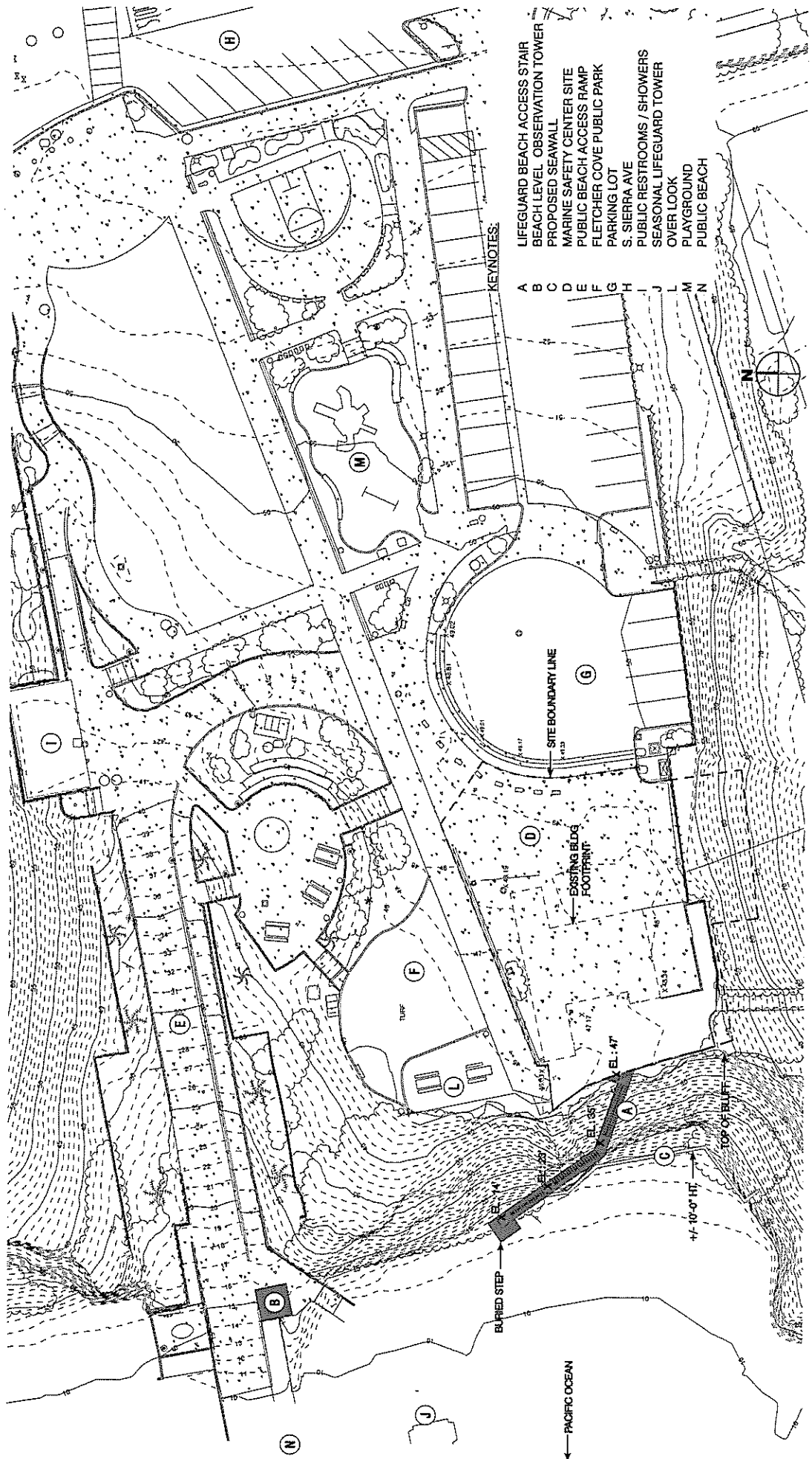
- CIRCULATION
- LIFEGUARD ACTIVE DUTY AREA
- PUBLIC AREA
- UTILITY/STORAGE/RESTROOMS



KEYNOTES:

- 1 DISPATCH CENTER
- 2 OBSERVATION DECK
- 3 GARAGE
- 4 EQUIPMENT STORAGE
- 5 LOCKER ROOMS
- 6 RESTROOMS
- 7 TRAINING / MEETING ROOM
- 8a JUNIOR GUARD OFFICE
- 8b JUNIOR GUARD STORAGE
- 8c OPEN OFFICES
- 9b CAPTAIN OFFICE
- 10 FIRST AID ROOM
- 11 STINGRAY TREATMENT STATION
- 12 RECEPTION / LOBBY
- 13 EXERCISE ROOM
- 14 KITCHEN
- 15 LAUNDRY AREA
- 16a JANITORIAL CLOSET
- 16b ELECTRICAL ROOM
- 16c IT CLOSET
- 16d EMERGENCY GENERATOR
- 16f UTILITY CLOSET/S
- 17 EXTERIOR COVERED GUARD ENTRY
- A LIFEGUARD BEACH ACCESS STAIR
- F FLETCHER COVE PUBLIC PARK





- KEYNOTES:
- A RAMPED STEP
 - B BEACH LEVEL OBSERVATION TOWER
 - C PROPOSED SEAWALL
 - D MARINE SAFETY CENTER SITE
 - E PUBLIC BEACH ACCESS RAMP
 - F FLETCHER COVE PUBLIC PARK
 - G PARKING LOT
 - H S. SIERRA AVE
 - I PUBLIC RESTROOMS / SHOWERS
 - J SEASONAL LIFEGUARD TOWER
 - K OVER LOOK
 - L PLAYGROUND
 - M PUBLIC BEACH
 - N

03/29/2017

ATTACHMENT 4

MARINE SAFETY CENTER NEEDS ASSESSMENT
SITE IMPROVEMENTS

STEPHEN DALTON ARCHITECTS
WWW.SDARCHITECTS.NET





STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: June 14, 2017
ORIGINATING DEPT: Community Development Department
SUBJECT: **Consideration of Resolution No. 2017-086 Authorizing the City Manager to Sign an Agreement With Superior, LLC for the Implementation and Purchase of an Annual Subscription of TRAKiT Land Management and Permit Streamlining Software and MyCommunity Mobile App.**

BACKGROUND:

The Community Development Department administers and reviews development permits, use permits, and business certificates and coordinates necessary development and permit reviews completed by other departments including Engineering, Fire, and Finance. The Community Development Department also manages code compliance with the Solana Beach Municipal Code, Uniform Building Codes, Fire Codes, and parking regulations.

Currently, each department involved in administering or reviewing development permits, land use permits, and business certificates utilizes separate databases (spreadsheets) to manage work. As a result, cross-departmental sharing of vital information is cumbersome and time-consuming. Additionally, citizen concerns and complaints are currently handled with paper documents. There is no automated system in place to accept citizen concerns electronically. Furthermore, credit card payments are not accepted in City Hall. As is the case in many other cities and counties, one robust, modern, flexible, and efficient permitting and inspection software system is needed, which would greatly enhance the City's development and permit review capabilities.

This item is before City Council to consider approval of Resolution 2017-086, authorizing the City Manager to sign an agreement with Superior for implementation and purchase of TRAKiT land managements and permit streamlining software and MyCommunity mobile app (Attachment 1).

CITY COUNCIL ACTION:

DISCUSSION:

City Staff investigated many municipal permit tracking software systems, including EnerGov, Permits Plus, and others. The suite of services provided by TRAKiT under the umbrella of Superior (formally SunGard) most closely meets the needs of Solana Beach. Additionally, the City's existing financial software, Pentamation/FinancePlus is also a SunGard product under the umbrella of Superior.

"TRAKiT" is an integrated suite of software modules designed to track and manage property information, development permits, use permits, building permits, code enforcement cases, business certificates, and fee payments. The core suite of TRAKiT modules would allow City Staff to coordinate and streamline internal workflow, share information, and store property-specific permit data on a permanent basis. Each property, permit, case and certificate would have a unique "record" in TRAKiT with a specific work flow allowing Staff to update statuses, assess fees and track payments, assign reviews/inspections, provide comments/corrections, and issue conditions of approval. Utilizing this centralized tool will allow Staff to streamline standard procedures and provide better overall customer service. Management would also be able to oversee workloads and deadlines as well as report on analytics for budgeting and forecasting.

TRAKiT also offers add-on features, such as "eTRAKiT" and "MyCommunity" that would provide direct benefits to the public. eTRAKiT is a web-based portal that would allow citizens and contractors to access permit, license, code, and land information, check the status of a permit, request inspections, pay fees by credit card, upload plans and supplemental submittal information, apply for and renew permits, and file complaints. Management would be able to customize the degree to which these functions are accessible to the public depending on complexity, privacy, etc. MyCommunity is a cloud-based mobile platform that would allow citizens to report location-specific complaints such as pot holes, graffiti, or construction without permits from their smart phone. These complaints would be assigned to appropriate City Staff with specific workflows depending on their type, and citizens would be able to follow up on the progress of the corrective action.

In addition to tying citizen complaints into the TRAKiT system, the MyCommunity smart phone app would allow citizens to access the City's E-blast news feed, event calendar, parks and public facilities, and other useful information. This app's citizen complaint submittal functionality is comparable to the "See Click Fix" app used by the City of Encinitas. However, See Click Fix is offered at higher initial cost and higher annual subscription cost, as shown on the next page:

Table 1: Citizen Complaint App Cost Comparison		
	See Click Fix	MyCommunity
Initial Cost	\$14,720	\$7,000
Annual Subscription	\$11,720	\$7,000*

* See the \$4,840 credit the City is being offered in the first annual maintenance ("Cloud Annual Fee") MyCommunity payment explained in a later section of this report.

Additional information about TRAKiT, eTRAKiT, and MyCommunity can be found in Attachment 2. It should be noted that the City will not have the ability to map permits as conveyed in the images on the first page of the attachment. Currently, the City does not have a Geographic Information Systems (GIS) server that is needed to integrate with TRAKiT. However, Superior is working on a more cost-effective GIS integration option that would not require a GIS server to be an option for future expansion of the software.

The in-house version of TRAKiT software, TRAKiT.net, is highly recommended and used by many cities in San Diego County including the cities of Coronado, San Marcos, Escondido, Poway, and Oceanside. The web-based subscription service or "Software-as-a-Service" (SaaS) option of TRAKiT also comes highly recommended by the City of Del Mar as an affordable, but fully functional option for a small-scale city.

TRAKiT was a product of CRW Systems (CRW) located out of Carlsbad, California. In 2015, when the City began researching permit streamlining software, SunGard, a nation-wide public sector software company, acquired CRW. The major benefit to the City of Solana Beach with SunGard's purchase of TRAKiT is that the City is an existing SunGard customer. In February 1999, the City purchased SunGard Pentamation's Open Series as its human resources and financial reporting software. The FinancePlus and CommunityPlus software modules provide tools for budgeting, purchasing, accounts payable, general ledger, human resources, payroll, and business licenses. In early 2017, SunGard was acquired by Vista Equity Partners and rebranded as "Superior." The benefits of the FinancePlus and TRAKiT integration remain. The City has upgraded the software over the years to ensure efficient processing of its financial information; however, in order to integrate TRAKiT with FinancePlus, the City must update its FinancePlus software from version 5.0 to version 5.1. The estimated cost for FinancePlus 5.1 is \$20,000 and this amount is budgeted separately in the Finance Asset Replacement Fund. Staff is working with Superior to upgrade to FinancePlus 5.1 for integration and compatibility with TRAKiT.

Though other comparable permitting/inspection software would be competitive with TRAKiT in functionality, they would also cost more to initially integrate and to continue to update the integration with FinancePlus. TRAKiT also received the best reviews among existing customers surveyed by Staff. Therefore, City Staff has found TRAKiT to be the preferred solution.

Purchasing Consortium Approach:

The proposed software purchase utilizes a cooperative inter-agency agreement. Solana Beach Municipal Code Section 3.08.130 provides for cooperative purchasing where it is determined to be in the City's best interest. The use of this "piggyback" purchasing process permits the City to place orders against a competitively awarded, pre-existing public agency contract.

The City of Foster City conducted a bid process for permitting/inspection software in 2015 and ranked TRAKiT as a top responding vendor. During the bid process, CRW was acquired by SunGard, which allowed Foster City, an existing SunGard customer, to see the added financial benefit of expanding their SunGard product line. The same benefit applies to the City of Solana Beach. The proposed contract terms and conditions with SunGard have been determined to be in the City's best interest based upon the competitive bid process undertaken by the City of Foster City.

CEQA COMPLIANCE STATEMENT:

This is not a project as defined by the California Environmental Quality Act (CEQA).

FISCAL IMPACT:

The drafted contract is included in Attachment 3. The following are the costs for the first annual subscription fees and the initial professional services fees for implementation of the TRAKiT Core Suite and eTRAKiT Citizen Portal SaaS option and the MyCommunity mobile app:

Table 2: Fiscal Year 2017/2018 Costs			
	TRAKiT / eTRAKiT (Core Suite & Citizen Portal)	MyCommunity (Mobile App)	Total
Annual Subscription Fee	\$31,042	\$2,160	\$33,202
Professional Services	\$190,840	\$4,840	\$195,680
Total FY 17/18	\$221,882	\$7,000	\$228,882

The annual subscription fee for TRAKiT and eTRAKiT would be on a maximum 3 percent multiplier. The annual subscription fee for MyCommunity would be a flat fee of \$7,000. However, Superior has offered the City a credit in the first year annual subscription fee for MyCommunity in the amount of \$4,840 (the fee for the professional services to implement the mobile app) with the caveat that the contract be signed by June 30, 2017. The following are the projected annual costs for the TRAKiT Core Suite, eTRAKiT, and the MyCommunity App:

Table 3: Annual Subscription Fees			
Year	TRAKiT / eTRAKiT (Core Suite & Citizen Portal)	MyCommunity (Mobile App)	Total
1	\$31,042.00	\$2,160.00	\$33,202.00
2	\$31,973.26	\$7,000.00	\$38,973.26
3	\$32,932.46	\$7,000.00	\$39,932.46
4	\$33,920.43	\$7,000.00	\$40,920.43
5	\$34,938.04	\$7,000.00	\$41,938.04

The Proposed FY 2017/18 Budget includes sufficient funds in the Community Development's operating budget for the annual subscription fees and in the Asset Replacement Fund for the professional services fees as proposed in the TRAKiT agreement.

WORK PLAN:

The City's adopted Fiscal Year 2017/2018 Work Plan includes an objective to *"implement a City-wide permit tracking system that will automate permits, licenses, and other business activities, accept credit card payments, allow customer access to view the status of applications and apply or renew permits online, and provide a smart phone app to submit comments and complaints to the City"* (Organizational Effectiveness, A. Administration and Service, 2. Online Software Permit Tracking System)

OPTIONS:


- Approve Staff recommendation adopting the attached Resolution 2017-086
- Approve Staff recommendation with modifications
- Deny Staff recommendation

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2017-086 authorizing the City Manager to enter into an agreement with Superior, LLC to implement and purchase a subscription to TRAKiT land management and permit streamlining software and MyCommunity mobile app.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution No. 2017-086
2. Additional TRAKiT, eTRAKiT, and MyCommunity Information
3. Drafted Contract

RESOLUTION NO. 2017-086

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACTUAL AGREEMENT WITH SUPERION, LLC FOR THE IMPLEMENTATION AND PURCHASE OF AN ANNUAL SUBSCRIPTION OF TRAKIT LAND MANAGEMENT AND PERMIT STREAMLING SOFTWARE AND MYCOMMUNITY MOBILE APP

WHEREAS, the City of Solana Beach does not currently utilize an integrated permitting and inspection software system, accept credit card payments for permit fees, or provide citizens the ability to check the status of a permit, submit or renew permits, or submit comments or complaints electronically; and

WHEREAS, the Community Development Department investigated various municipal permit tracking software systems and found the most suitable for the needs of the City of Solana Beach to be the TRAKiT land management and project streaming web-based software, the eTRAKiT public access portal, and the MyCommunity mobile smart phone app offered by Superior (herein referred to as "Vendor"); and

WHEREAS, the City of Solana Beach currently utilizes Pentamation's FinancePlus, a product under the Superior umbrella of public administration software; and

WHEREAS, the FinancePlus and TRAKiT systems will be integrated to reflect financial data; and

WHEREAS, the City Council of the City of Solana Beach found the contractual agreement does not meet the definition of a project pursuant to the California Environmental Quality Act (CEQA); and

WHEREAS, a final contract and fee have been negotiated to the satisfaction of the City Manager and the Vendor.

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

1. That the foregoing recitations are true and correct.
2. That the City Council authorizes the City Manager to execute a contractual agreement with Superior, LLC for the implementation and purchase of an annual subscription of TRAKiT land management and permit streamlining software and MyCommunity mobile app.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, held on the 14th day of June, 2017, by the following vote:

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

MIKE NICHOLS, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

SUNGARD® PUBLIC SECTOR TRAKiT

INNOVATIVE GOVERNMENT SOFTWARE

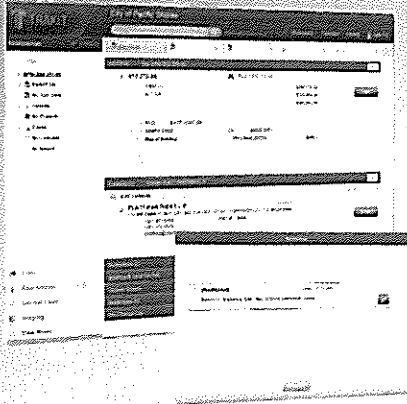
TRAKiT Land Management Software is designed to enhance local government operations through flexibility in automating permitting, managing inspections, regulating land use, and tracking projects, while providing visibility to status updates and allowing payments to be processed.

The TRAKiT system is comprised of a series of interrelated modules that are tightly linked with a GIS-centric database, to provide an easy-to-use system for creating, issuing, and tracking any type of Community Development activity directly from the parcel fabric. A single screen interface allows users rapid access to all the modules and interfaces within the system. The information tree format helps users in any module to easily identify what development activity has occurred and its impact on future activity.



ATTACHMENT 2

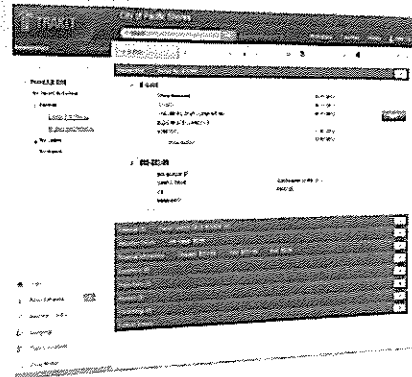
SIMPLIFY. COLLABORATE. EMPOWER.



GeoTRAK

Property Data Management Module

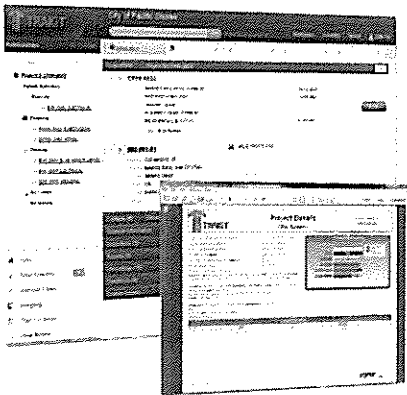
GeoTRAK provides comprehensive land data obtained from the Assessor's office to ensure accuracy. Users can conduct a preliminary screening of a property and then link a project, permit, or code complaint case directly through GeoTRAK.



PermitTRAK

Permit Management and Inspection Coordination Module

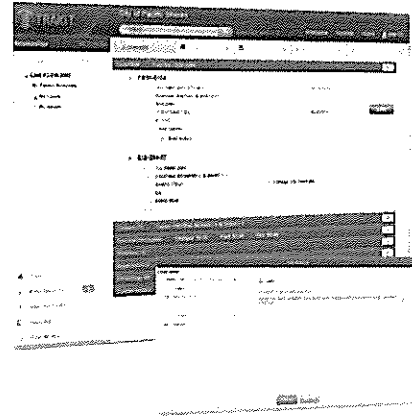
PermitTRAK streamlines the permitting process by tracking the unique workflows for all types of permits from initial application through issuance. Contact management, related permit information, plan review tracking, inspector scheduling, financial details, and any other required information is captured in PermitTRAK.



ProjectTRAK

Management of Planning & Development Activities Module

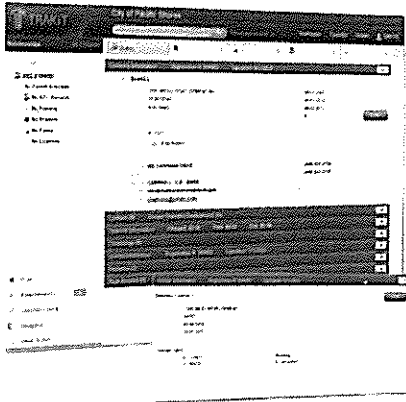
ProjectTRAK manages the workflow for all types of projects through the project lifecycle, starting with the application through the review and approval process. All actions assigned and any conditions of approval can be recorded for future evaluation. By providing attachment capability, plans can be scanned with mark-ups and linked as part of the project's history; different plan cycles can be captured for future reference.



CodeTRAK

Management for Code Enforcement & Compliance Activities

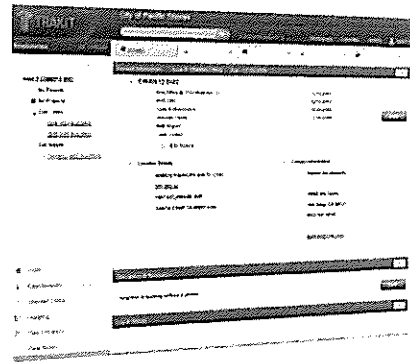
CodeTRAK provides incident and activity management, while tracking the workflow for all types of code enforcement activities from the time a complaint is received through compliance of the incident. When a complaint or violation is entered on a property, CodeTRAK has the option to lock down the parcel record and place a flag on all records associated with the property.



AEC TRAK

Central Directory for Architects, Engineers, & Contractors

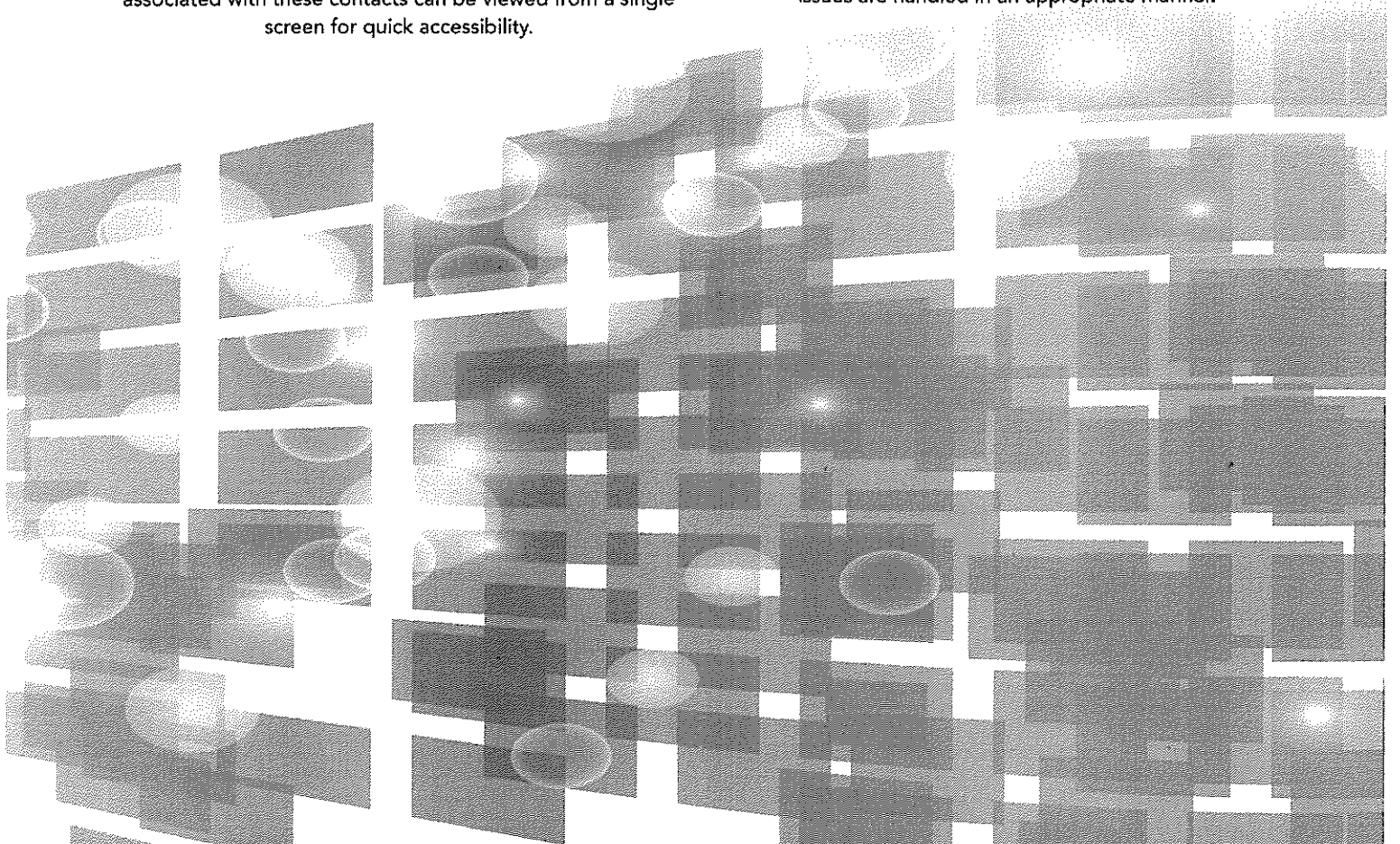
AEC TRAK provides instant access to all information associated to individuals who do frequent business with the agency, as it relates to permits and projects. Any type of professional can be tracked, including architects, engineers, contractors, and surveyors. Common information associated with these contacts can be viewed from a single screen for quick accessibility.



CRM TRAK

Citizen Response Management Module

Tools needed to quickly capture and manage citizen issues are organized through CRM TRAK. As issues are received through the phone or Internet, CRM TRAK assists agencies by effectively monitoring opened and closed issues, as well as the exact location of the occurrence. Recurring issues and complainants can all be linked together to ensure issues are handled in an appropriate manner.



ROBUST SEARCH OPTIONS

Use a global keyword search to view all records with related data. Perform standard and advanced queries on the fly.

RELATED SITE INFORMATION

View all related information (permits, code cases, complaints, projects, land records, etc.) in a tree format.

HISTORY DETAILS

Easily step through the most recently created or visited records to view and manage associated details.

USER PREFERENCES

Each user can determine the information presented on their personal pages.

MULTI-RECORD REVIEW

View details of different permits, projects, cases, etc. from a single screen with the use of multiple tabs.

All information contained herein is confidential and proprietary. This document is intended for information purposes only, and may not be incorporated into any contract. It is not a commitment to deliver any material, code or functionality and should not be relied upon in making purchasing decisions. The development, release, and timing of any features or functionality described for SunGard's products remains at the sole discretion of SunGard.



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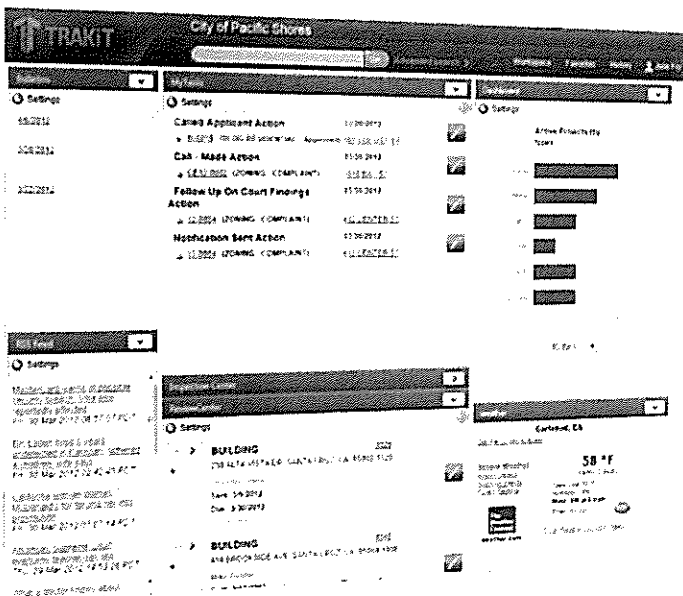
TRAKiT

WorkSpace

User-Defined Dashboard

All end users of TRAKiT are able to use the WorkSpace to add customizable widgets to view information pertaining to their role within the agency. No longer view information in a standard way, instead view information the way you want to see it. WorkSpace provides details ranging from dynamic charts to personal tasks to calendar items.

Enhance productivity by allowing users and managers to expedite activities from a single screen. Allow several needs to be addressed within WorkSpace, including document shortcuts, bulletins, emails, Internet links, reports, and more.



FEATURES

- Incorporate Microsoft Outlook emails
- Sync with calendar
- Preview all reviews assigned to staff members
- Preview all inspections assigned to staff members
- View permit, project, license, and code case information based on user-defined criteria
- GIS Viewer
- Dynamic charts and graphs displayed in real-time
- Inspection Center for resulting inspections
- Re-assign inspectors
- Review Center for resulting assigned plan reviews
- My Tasks for any assigned and unfinished items
- Personal to-do list
- Preview all conditions assigned to staff members
- Store favorite reports for easy access
- RSS Feed subscription to obtain news updates
- Schedule inspections in batch format
- Stay up to date on agency news bulletins

BENEFITS

Central Location

View any assigned activities from a single screen without the need for complex searches, based on user-defined criteria.

Easy Query Generation

Generate dynamic queries using the advanced search query tool, which can be exported into Excel, plotted on the map, and viewed in reports.

Manager Console

Preview assignments scheduled to your team and balance workload.

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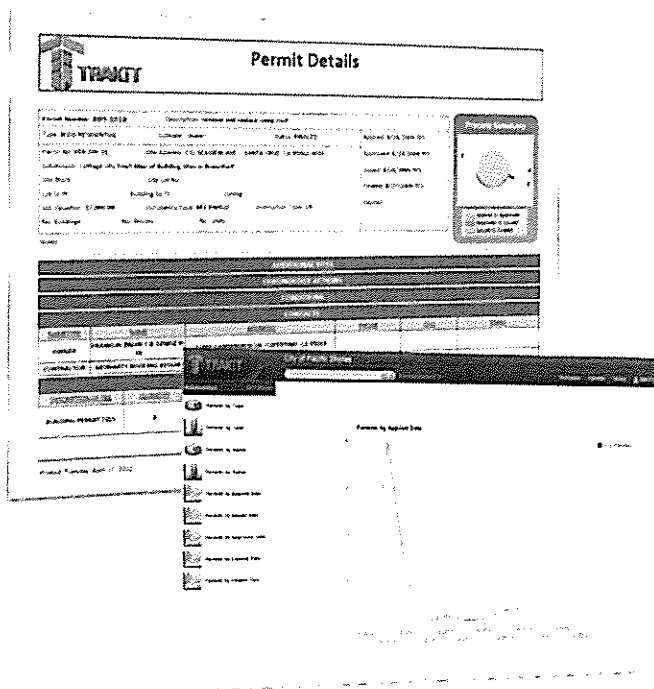
TRAKiT

Reports

Reporting Module

TRAKiT includes a comprehensive set of standard reports to meet your agency's reporting needs. Common reports are provided to clients based on the demand for new reports.

SunGard Public Sector Analytics is used for customizing reports within TRAKiT. Reports are easily viewable in PDF format for general users to run daily/weekly/monthly reports. All reports are dynamic, allowing the user to specify the type, module, date/time, or any other parameter to retrieve unique information into a report or chart.



FEATURES

- Uses SunGard Public Sector Analytics (most current version supported)
- Date range selection parameters
- Send reports to printer, display, or add as an attachment
- Export into Excel, Access, Word, or PDF formats
- Create charts and graphs
- Categorized by function and application
- Accounting/financial reports provided
- Detailed inspection reports
- Plan review reports
- Code enforcement reports
- License information reports
- View expiring permit information
- Customize unique reports for your agency
- System diagnostic reports for administrators
- Reports can be configured to run from the eTRAKiT Web Portal

BENEFITS

View reports outside of TRAKiT

Users can quickly access TRAKiT data with an Internet connection using SunGard Public Sector Analytics.

Linked Reports

Users can easily access multiple reports associated with a record within a single report, such as any receipts paid are viewable by clicking on the fee details in the permit report.

Standard Reports

Standard reports are delivered with the system based on frequently run reports. This eliminates the need to develop custom reports. Reports can be easily modified to meet an agency's needs.

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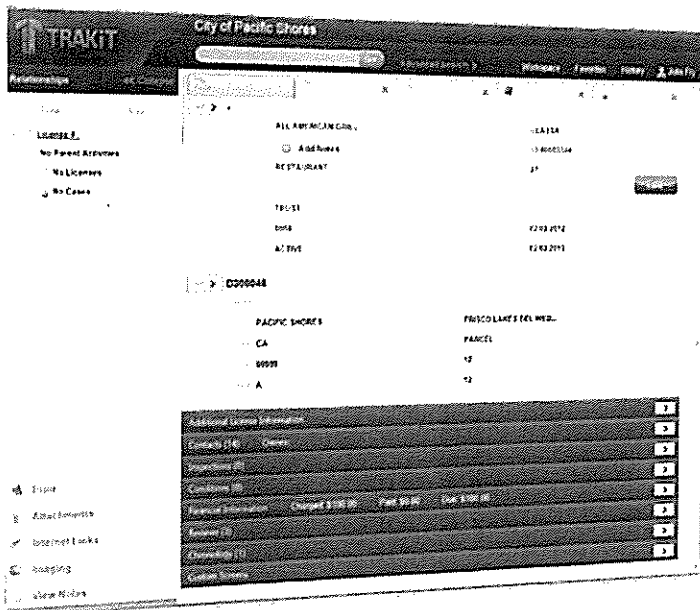
TRAKiT

LicenseTRAK

Management of Various Licenses Module

LicenseTRAK is designed to issue and track a variety of different license types, including animal, business, and facilities licensing. Several fields are custom tailored according to the agency's needs, including license types, classification codes, ownership types, and several more customized screen areas. At a glance, a user can quickly review all information pertinent to a specific record.

All insurance details are maintained to track worker's compensation, liability insurance, and state business licensing information. Renewal fees can be processed and automatic batch processes can send out renewal notices to businesses before the due date. Reports can display the number of licenses that are unresolved and any fees collected.



FEATURES

- Maintain all contact information associated with license
- Allow for online management for citizens
- Custom-tailored fields and screens
- Manage all activities and reviews
- Batch process for renewal notices
- Proration and penalty fees automatically calculated
- Assign conditions for a business
- Associate fees unique to each license type
- Move licensee information into AEC TRAK directory
- Link license to a specific parcel
- View related records to a license e.g., permit
- Attach documents and photos to license
- Track all insurance and registration information
- Check off educational courses completed
- Unique licensing requirements and workflows

BENEFITS

Unmatched Flexibility

Manage all information associated with unique license types.

Superior Service

Automate the license issuance and management process. Easily send batch renewal notifications enabling the agency to provide better communication and service to license holders.

Online Renewal Options

Licensees can go online at any time to obtain status update, apply for a license, renew a license, and pay fees.

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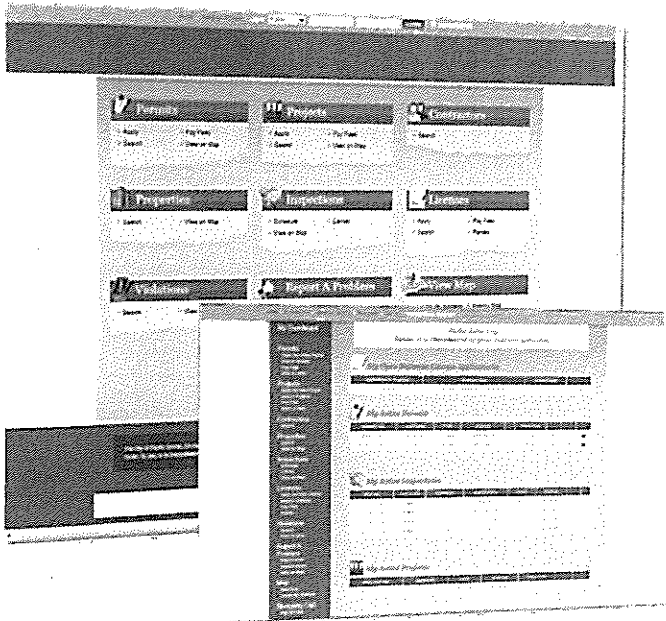
TRAKiT

eTRAKiT

Online Citizen & Contractor Access Module

The public can use the interactive web application, eTRAKiT, to access permit, project, license, code, land, and inspection information using web-enabled screens and functions. Citizens can request inspections, pay fees, upload plans, apply for permits, file complaints, and much more due to the versatility of eTRAKiT.

eTRAKiT offers several different sign-in preferences for different users, including a general public access, private access to additional details, and a contractor sign-on for additional functions e.g., requesting inspections. Additionally, if an agency uses outside plan review agencies or inspectors, eTRAKiT can allow them to place their results and upload files to maintain within the same database. Giving citizens 24/7 access to information, eTRAKiT reduces phone traffic, and routes citizens to more immediate responses.



FEATURES

- Designed with several layers of encryption security
- Outside agencies (plan reviewers/inspectors) can result online
- Contractors have unique access to additional review details
- Upload plans online
- Online fee payment portal
- Apply for permits and projects online
- Schedule inspections online
- File a complaint online and track the progress
- Update business license information and renewal fees
- Look up record details
- Restrict access to certain users based on sign-on privileges
- Advanced search features
- View parcel location on an integrated GIS Map
- Examine inspection history and notes made by Inspectors
- Dashboard view for online accounts

BENEFITS

24/7 Service

Citizens can obtain property details and information regarding development activity 24/7 such as review notes, inspections, etc. without calling into the department.

User Dashboard

Logged in users can view in progress applications as well as active permits, projects, and license applications. Easily print, schedule inspections, pay fees, obtain status from a single screen.

Online Mapping Features

Run standard and ad hoc queries from the map and plot data to quickly see areas with permits or active code violations. Print the map, obtain property details, and much more.

SUNGARD® PUBLIC SECTOR

MyCommunity

COMMUNITY THROUGH MOBILITY

SunGard Public Sector's MyCommunity is a cloud-based mobile platform for local government that improves communication internally and also showcases city/county offerings to citizens. The easily configurable back-end allows quick deployment and updates, integrating with most local government CRM systems. Provide your citizens with an all-encompassing community mobile experience where they can quickly find information, report an issue, pay a bill, communicate with staff, access news feeds, and much more.

Benefits

- Easy to use, update, and administer, reducing staff workloads
- Customizable to suit many citizen-facing needs
- Streamlines staff and citizen communication
- Promote local businesses, popular venues, and upcoming activities
- Offers a user-friendly interface that engages citizens

Features

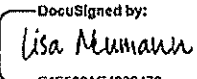
- **Administrator Dashboard** - provides up-to-the-second details on behavior and activity within the site, allowing staff to print and save report snapshots to track key initiatives.
- **Multi-Language** - MyCommunity supports the use of multiple languages to broaden citizen adoption.
- **Business Directory** - Promote local businesses in the community with contact information, hours of operation, driving directions and more.
- **Calendar** - Inform citizens about upcoming events with the configurable calendar feature.
- **Integration** - Easily integrates with your organization's website and mobile applications you use today, in addition to SunGard NaviLine, TRAKiT and PLUS solutions.



ASP Order

By the signatures of their duly authorized representatives below, the Superior, LLC entity identified below ("Superior") and the customer identified below ("Customer"), intending to be legally bound, agree to all of the provisions of this Order (the "Order"), and agree that this Order represents a separate contract between such Superior entity and Customer, with an order execution date of the latest date shown on the signature page below ("Order Execution Date") and an order effective date of the first of the month following the Order Execution Date ("Order Effective Date"). This Order incorporates and is governed by all of the terms of the Superior Standard Terms and Conditions version 2016 January, attached hereto ("SST") as if the entity was "Superior" and Customer was "Customer" thereunder.

Capitalized terms not defined in this Order have the meaning given them in the SST.

Superior, LLC	City of Solana Beach
1000 Business Center Dr. Lake Mary, FL 32746	635 S. Hwy 101 Solana Beach, CA 92075
By:  <small>DocuSigned by: Lisa Neumann E4F503AE4002470...</small>	By:
Print Name: Lisa Neumann	Print Name:
Print Title: Controller	Print Title:
Date Signed: May 17, 2017	Date Signed:

SUPERION ORDER # 1899-00023263-1

SOLUTION AND RELATED INFORMATION

1. **SOLUTION:** Superior TRAKiT applications identified in Exhibit 1:
2. **TRANSMISSION OF CUSTOMER SUPPLIED DATA:** The Solution will be operated by the Customer via workstations. Customer must provide remote access to its facility using a Superior approved remote access client so that Superior can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for Superior staff and each session participant. In addition, and subject to a separate written agreement between the parties, including agreement upon the additional fees payable in that respect to cover dedicated communication costs, Superior may provide WAN/VPN connectivity to Customer for accessing the hosted environment for custom application and interfaces.
3. **DOCUMENTATION:** Superior standard user manuals for the Solution listed above.
4. **INITIAL TERM:** Sixty (60) months commencing on the Order Effective Date.
5. **RENEWAL RIGHTS:** Upon expiration of the Initial Term set forth above this Order shall automatically renew for successive one (1) year Renewal Terms at the then-current rates. Either party may elect to not enter into a Renewal Term by providing the other party with written notice at least one hundred and twenty (120) days prior to the end of the Initial Term or then-current Renewal Term, as the case may be.
6. **SCOPE OF USE**
 - a. **DESIGNATED LOCATION(s):** 635 S. Hwy 101, Solana Beach, CA 92075. Customer's Authorized Users may access the Solution from anywhere in the United States, subject always to the Export Laws and the total number of Authorized Users licensed hereunder.

b. **NUMBER OF NAMED AUTHORIZED USERS:**

8 Named Users of the Solution purchased by Customer and installed on unlimited workstations. (Platform support Windows 7 Operating System).

7. **FEEES**

A. **Annual Processing Fees: SEE EXHIBIT 1**

The Annual Processing Fee is due upon the Order Effective Date and annually thereafter on the anniversary date thereof.

a. **ADDITIONAL AUTHORIZED USERS FEES:** Customer acknowledges that the Annual Processing Fee set forth above has been determined based on the number of Authorized Users licensed on the Order Effective Date. If Customer desires at any time during the term of this Order to increase the number of Authorized Users beyond the number of Authorized Users set forth above, Customer shall provide Superior with advance written notice and Superior may increase the Processing Fee payable under this Order accordingly.

b. **OTHER FEES:**

a) If Customer's use of the Solution increases in any way which would reasonably cause Superior to incur additional hardware costs to maintain such increased usage, Superior shall invoice Customer for such fees as are reasonable in respect of such additional hardware cost incurred.

C. **Professional Services Fees: SEE COST SUMMARY - EXHIBIT 1**

8. **THE LIABILITY CAP:** Shall be the total of the Professional Services and Annual Processing Fees actually paid by Customer to Superior under this Order during the twelve (12) month period immediately preceding the event giving rise to the claim occurring.

9. **PAYMENT TERMS:**

- a. Annual Subscription Fees: 100% on Execution Date.
- b. Annual Access Fees: 100% on Execution Date.
- c. Project Management: 100% on Execution Date.
- d. Installation and Training Fees are due as follows: On invoice, as incurred.
- e. Tech Services, Consulting and Development are due as follows: 100% on the Execution Date.
- f. Third Party Implementation Services: 100% on Execution Date.
- g. Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the Superior Corporate Travel Expense Guidelines attached hereto as Exhibit 2.

10. **ADDRESSES**

- a. **CUSTOMER ADDRESS FOR INVOICES:** City of Solana Beach 635 S. Hwy 101 Solana Beach, CA 92075
- b. **CUSTOMER ADDRESS FOR NOTICES:** City of Solana Beach 635 S. Hwy 101 Solana Beach, CA 92075

- c. **CUSTOMER ADDRESS FOR SOFTWARE SHIPMENT:** City of Solana Beach 635 S. Hwy 101 Solana Beach, CA 92075
- d. **SUPERION ADDRESS FOR NOTICES:**

Superion, LLC
Attn: Legal Counsel
1000 Business Center Drive
Lake Mary, FL 32746

11. OTHER TERMS:

- a. Customer shall procure the Specified Configuration set forth in Annex 1 in accordance with Section 2 of the SST.
- b. Superion shall provide the access to the Solution during the hours described in Annex 2 attached hereto, and provide the Solution Support described in Annex 2.
- c. Superion shall provide and install new releases of the Solution at no additional charge. However Customer shall be responsible for the payment of consulting fees on a time and material basis in respect of any professional services provided by Superion for the upgrade of any customizations to the Solution made by Superion at Customer's request; provided the parties enter into a professional services schedule in respect of any such upgrade which shall stipulate the applicable then-current professional fee rates in respect thereof.
- d. As and when Customer is required to upgrade to a new release, Superion shall make such new release available to Customer in a test environment for a period of at least sixty (60) days (the "Parallel Run Period"). Unless Customer reports to Superion any material errors in such new release, Customer shall accept modifications, revisions and updates in the Solution and Documentation, including changes in programming languages, rules of operation and screen or report format, as and when they are implemented by Superion. If material errors are discovered during the Parallel Run Period, the Parallel Run Period shall automatically be extended by the number of days between the date that any material errors were reported and the date that Superion has remedied such errors. Customer acknowledges that modifications, revisions and updates in the Solution permitted by this Order may result in changes in the form, timing or other features of on-line services, reports and other Solution provided under this Order.
- e. If Customer's use of the Solution increases in any way which would reasonably cause Superion to incur additional hardware costs to maintain such increased usage, Superion shall invoice Customer for such fees as are reasonable in respect of such additional hardware cost incurred.
- f. Upon Go-Live the CPLUS Business Licenses shall terminate (PLUS-BUS-LICENS). Customer agrees to destroy or return the terminated product to Superion.

12. OTHER TERMS APPLICABLE TO THIS ORDER:

- **COST SUMMARY (EXHIBIT 1)**
- **SUPERION TRAVEL EXPENSE GUIDELINES (EXHIBIT 2)**
- **SUPERION STANDARD TERMS (EXHIBIT 3)**
- **MYCOM - MY COMMUNITY APP SUPPLEMENT**

EXHIBIT I – COST SUMMARY (PROCESSING AND SERVICES FEES)

A. PROCESSING FEES

Year	Annual Access Fees	Discount 1st Year	Total
Year 1	\$ 31,042.00	\$3,840.00	\$27,202.00
Year 2	\$ 31,973.26	0	\$31,973.26
Year 3	\$ 32,932.46	0	\$32,932.46
Year 4	\$ 33,920.43	0	\$33,920.43
Year 5	\$ 34,938.04	0	\$34,938.04

Processing Fees for any Year subsequent to the Initial Term are subject to change and will be specified by Superior in an annual invoice.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS ORDER FORM, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

B. SERVICES FEES - COST SUMMARY –

Third Party Annual Subscription Fees

Product Code	Product Name	Quantity	Ext Price
MYCOM	MyCommunity App	1	7,000.00
Totals:			\$7,000.00

Cloud

Product Code	Product Name	Quantity
TRAK-CC-ETRAK	eTRAKIT Credit Card API	1
TRAK-CC-IF	TRAKIT Credit Card Reader Interface	1
TRAK-COMMDEV-UL	TRAKIT9 Community Development Suite User License	8
TRAK-ENFLIB	TRAKIT Enforcement Library	1
TRAK-ETRAKIT	eTRAKIT Citizen Portal	1
TRAK-PLNLIB	TRAKIT Plan Correction Library	1
TRAK-PMTLIB	TRAKIT Permit Form Library	1
TRAK-REGLIB	TRAKIT Regulatory License Library	1
TRAK-REGSUITEUL	TRAKIT9 Regulatory Licensing Suite User License	2

Professional Services

Community Development

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services	
TRAK-CC-ETRAK	eTRAKIT Credit Card API	Ext Price:	-	1,750.00	-	-	-	-	1,750.00	
TRAK-CC-IF	TRAKIT Credit Card Reader Interface	Ext Price:	-	1,400.00	-	-	-	-	1,400.00	
TRAK-ENFLIB	TRAKIT Enforcement Library	Ext Price:	-	-	-	-	-	1,600.00	1,600.00	
TRAK-ETRAKIT-L1	eTRAKIT Citizen Portal Configuration Package-L1-Basic	Ext Price:	160.00	-	6,400.00	320.00	-	-	6,880.00	
TRAK-GTUR	GeoTRAK Update Routine	Ext Price:	3,200.00	-	-	-	-	6,000.00	9,200.00	
TRAK-LP-ADM-I	TRAKIT9 Individual Learning Pass-Administrator Training	Ext Price:	-	-	-	600.00	-	-	600.00	
TRAK-LP-RW-I	TRAKIT9 Individual Learning Pass-Report Writing	Ext Price:	-	-	-	900.00	-	-	900.00	
TRAK-PLNLIB	TRAKIT Plan Correction Library	Ext Price:	-	-	-	-	-	1,600.00	1,600.00	
TRAK-PMTLIB	TRAKIT Permit Form Library	Ext Price:	-	-	-	-	-	1,600.00	1,600.00	
TRAK-REGLIB	TRAKIT Regulatory License Library	Ext Price:	-	-	-	-	-	1,600.00	1,600.00	
TRAK-REGSUITEUL	TRAKIT9 Regulatory Licensing Suite User License	Ext Price:	-	-	-	-	-	8,000.00	8,000.00	
TRAK-CD-I-1	TRAKIT9 Community Development Initiation-L1	Ext Price:	-	1,400.00	-	-	-	-	11,000.00	
TRAK-CD-D-1	TRAKIT9 Community Development Discovery-L1	Ext Price:	5,440.00	-	-	640.00	-	9,000.00	15,080.00	
TRAK-CD-C-1	TRAKIT9 Community Development Configuration-L1	Ext Price:	-	-	-	-	24,000.00	-	24,000.00	
TRAK-CD-T-1	TRAKIT9 Community Development Testing-L1	Ext Price:	11,200.00	-	-	5,120.00	-	16,000.00	32,320.00	
TRAK-CD-EG-1	TRAKIT9 Community Development Education & Go Live-L1	Ext Price:	3,840.00	-	-	6,400.00	-	3,200.00	13,440.00	
TRAK-RUL-I	TRAKIT9 Reg User License Initiation	Ext Price:	-	350.00	-	-	-	5,120.00	5,470.00	
TRAK-RUL-D	TRAKIT9 Reg User License Discovery	Ext Price:	1,920.00	-	-	320.00	-	3,600.00	5,840.00	
TRAK-RUL-C	TRAKIT9 Reg User License Configuration	Ext Price:	-	-	-	-	-	6,400.00	6,400.00	
TRAK-RUL-T	TRAKIT9 Reg User License Testing	Ext Price:	7,680.00	-	-	1,920.00	-	3,200.00	12,800.00	
TRAK-RUL-EG	TRAKIT9 Reg User License Education & Go Live	Ext Price:	1,280.00	-	-	1,280.00	-	1,600.00	4,160.00	
Totals:			\$34,720.00	\$4,800.00	\$6,400.00	\$17,500.00	-	\$81,720.00	\$20,400.00	\$165,840.00

Services

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
MYCOM-PS	MyCommunity App Professional Services	Ext Price: 640.00	700.00	-	-	-	-	-	1,340.00
PS-CD	Hours for Custom Reports & Forms	Ext Price: -	-	-	-	-	-	10,000.00	10,000.00
PS-CV	Permit License Data	Ext Price: -	-	-	-	-	-	8,000.00	8,000.00
PS-CV	Permit data conversion from Beach access database	Ext Price: -	-	-	-	-	-	7,200.00	7,200.00
PS-FBE	Superior Financial Batch Export	Ext Price: -	-	-	-	-	-	7,600.00	7,600.00
		Totals:	\$640.00	\$700.00	-	-	-	\$25,200.00	\$34,140.00

Third Party

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
MYCOM	MyCommunity App	Ext Price: -	-	-	-	3,500.00	-	-	3,500.00
		Totals:	-	-	-	\$3,500.00	-	-	\$3,500.00

Product & Services

Cloud Annual Fees: \$36,520.00

Professional Services: \$198,780.00

Third Party Annual Subscription Fees: \$7,000.00

Third Party Professional Services: \$3,500.00

Subtotal: \$246,800.00

Discounts

Cloud Annual Discount: \$5,478.00

Professional Services Discount: \$7,600.00

Total Discount: \$13,078.00

Product & Services Totals

Net Cloud Annual Fees: \$31,042.00

Net Professional Services: \$192,180.00

Net Third Party Annual Subscription Fees: \$7,000.00

Net Third Party Professional Services: \$3,500.00

Total: \$233,722.00

EXHIBIT 2

SUPERION TRAVEL EXPENSE GUIDELINES

Superion will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the Superior Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – Superior will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, Superior shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING --Superion will use the most reasonable accommodations possible, dependent on the city. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more Superior employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. Superior shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Superior auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – Superior staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

EXHIBIT 3

SUPERION STANDARD TERMS

(Attached)

ANNEX 1 - SPECIFIED CONFIGURATION

1. Hardware Requirements

The following are minimum hardware requirements to enable Customer to access the host site. These requirements do not take into account any local area network configuration or requirements, which are the responsibility of Customer.

1.1. Personal Computers

Each personal computer that will access the hosted environment should achieve the following minimum hardware/software requirements for access:

- 2.0 Ghz, 2 GB RAM with 4 GB hard disk storage available (more may be necessary if running several TRAKiT Windows concurrently)

****When configuring the PC, take into account any other software applications that may run concurrently with TRAKiT and increase the memory and storage accordingly.**

- Microsoft Windows Windows 7 (professional version recommended) operating system
- Microsoft Internet Explorer 11.0 or higher
- TCP/IP network connectivity configured and operational
- Monitor, (with minimum screen resolution of 1024 x 768), mouse and keyboard

Superion will not support any hardware that does not meet the minimum requirements

1.2. Customer Connectivity

Internet bandwidth is determined by the customer. It is based on Saturation level: a combination of connection speed, number of users on the system, size of files being accessed over the Internet, etc.

Superion requires the following minimum setup:

- Minimum T1 Internet connection as responsiveness is directly affected by connectivity selected.
- Recommended redundant Internet connection in case the primary connection goes down.

1.3. Recommended Customer Hardware

An industry standard firewall used to protect the customer's internal network is required for connectivity into the Horizon Cloud Solutions network.

ANNEX 2 - SOLUTION AVAILABILITY AND SUPPORT

1. Superior Responsibilities

Superior undertakes all responsibilities as outlined under Parts 1 and 2 of this Annex 2.

2. Customer Responsibilities

Superior will not be liable for a failure to perform its responsibilities under this Annex 2 to the extent such failure is directly caused by the Customer not complying with its obligations under this Agreement.

- A. Customer will designate named contacts for contacting support. These named contacts will have undertaken specific training under the supervision of Superior in order to log faults and interact with support services.
- B. Customer may be asked to perform problem determination activities as suggested by Superior. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including modifying processes. Customer agrees to cooperate with such requests, if reasonable.
- C. Customer is responsible for the training and organization of its staff.
- D. Superior is not required to provide any services relating to problems arising out of any alterations of or additions to the Solution performed or authorized by parties other than Superior (including its contractors, or third parties under Superior control). The Solution does not include development work on software not licensed from Superior or development work for enhancements or features that are outside the documented functionality of the Solution except such work described in Exhibit 1 and Annex 3. Customer may request consulting and development work from Superior as a separate billable service.
- E. Customer will appoint a vendor liaison manager who will be Customer's primary contact with Superior on all commercial matters related to the Solution.

3. Disagreement procedure

In case the parties are in disagreement as to whether Superior has fulfilled its obligations under this ASP Order the parties shall use all reasonable efforts to amicably settle such dispute within five (5) working days. If the disagreement remains following such five working day period, the parties shall escalate the problem to the following representatives for the respective company to resolve the dispute:

SunGard: Director of Development Sr – TRAKiT Division (first level); VP of TRAKiT Division (escalation – 1st level); General Manager (escalation – 2nd level)

Customer: _____

The disagreement procedure proposed herein shall not limit either party's right to bring a claim as provided for in the Agreement. Notwithstanding any dispute under this Annex 2, the parties have a duty to continue fulfilling all their other obligations under this Agreement.

PART 1: SOLUTION AVAILABILITY AND HOSTING SERVICES

Hosted TRAKIT Standards Sheet

1. System Availability

The scheduled hours of availability for the Host Computer Systems are 24 hours per day Monday –Saturday. The system is reserved for maintenance after hours between 11:00 p.m. – 4:00 a.m. PST. There are special considerations for software updates and emergency situations; please reference Sections 3.3 and 3.4 (Maintenance and Upgrades) for details.

2. System Backups

Superion will configure and monitor the status of backups of the Host Computer Systems, protecting the integrity and privacy of the Customer's data.

2.1. Night Processing

Specified processor-intensive jobs, as determined by Superion, may be required to be run during the night processing time frame of 8 p.m. to 11:59 p.m. PST, to ensure that acceptable system performance standards are met. Examples of these jobs include such things as Utility Bill generation and Tax Notice generation. This is also to make sure the processes are finished before nightly backups occur.

2.2. Daily System Backups

Daily data backups begin between 11 p.m. – 3 a.m. PST Monday through Friday. These backups consist of all changed objects on the system (includes of all Superion application data, program files, source files, and other necessary Customer data). The system will be available during the daily backup.

2.3. Weekly System Backups

Weekly system backups begin between 11 p.m. – 3 a.m. PST on Sunday. A full Restricted State system backup is performed which saves the system in its entirety. These backups consist of all Superion application data, program files, source files, and other necessary Customer data.

2.4. Monthly System Backups

Monthly system backups begin between 11 p.m. – 3 a.m. PST on Sunday. These backups consist of all Superion application data, program files, source files, and other necessary Customer data.

2.5. Restores

Individual Customer restores will be performed on an as needed basis taking into consideration both Customer and Host Computer Systems functionality, availability, and necessity. In the event of data corruption or system failure, Customer must notify Superion of the event. At the direction of the Customer, Superion will utilize one of the daily, weekly or monthly backups for recovering any data lost up until the point of the backup chosen by the Customer.

2.6. Retention

Retention of the backups will be as follows: daily backups - 2 weeks, weekly backups - 1 month, monthly backups - 3 months.

3. System Administration

Superion will provide for system administration of the Host Computer Systems, including but not limited to:

3.1. Environments

Superion will provide two (2) separate environments to Customer. All updates and releases will be deployed to the Customer's TEST environment with notification sent to the Customer's representative identified in Annex 2, Item 3. Once an update is reviewed by Customer, formal notification must be sent to Superion to deploy the update or release to the LIVE system. Testing is the responsibility of the Customer prior to roll-out among all users.

- Superion will provide VPN credentials to the Customer for the purpose of accessing and maintaining TRAKIT reports in the hosted TEST environment. Customer shall contact Superion to request that tested reports be migrated to Customer's hosted PRODUCTION environment.
- Colocation cabinet in a location served by secured surveillance systems, a 24x7 Network Operations Center, and redundant power, UPS's, cooling and network service providers.

- 24x7 monitoring of the environmental services for the hosting colocation cabinet, including: cooling, power, UPS's and network availability.
- Subject to Scheduled Downtime described below, a 99.99% uptime goal for the network backbone.
- Private Cloud Server environment dedicated to Superior Customers, including:
- Redundant Cisco enterprise class firewalls.
- Redundant servers in the shared hosting environment, with load balancing and fail over protection.
- 50 Gb of storage for Customer data
- FTP access for exports/imports.
- SMTP for emails outbound from TRAKiT.
- Encryption of the TRAKiT database at rest in the Private Cloud Server shared environment via SQL Transparent Data Encryption.
- Management of the Private Cloud Server environment consistent with industry standard practices.

3.2. System Monitoring

The Host Computer Systems will be monitored on a 24-hour basis through the use of automated monitoring software and/or hardware as selected by Superior System operations to be monitored include:

- Subsystems - to ensure they are active, operational, and without pending errors messages.
- Job queues - to ensure they are active, operational, and attached to the correct subsystems.
- Critical system messages - Monitoring for hardware errors, system functionality errors, operating system errors, system integrity errors, etc.
- System and Network Information - Samples of system and network information to be monitored include:
 - Disk storage
 - Total utilization
 - RAID protection
 - Drive failures
 - Disk drive error rates
 - CPU Utilization
 - Total number of jobs in the system
 - System service starts and ends
 - Backup completion
 - Other pertinent system information as determined by SunGard.

3.3. System Maintenance

Superior will provide all necessary Host Computer Systems and network maintenance as deemed appropriate and necessary by the System Administrator and/or associated staff.

3.4. Software Maintenance and Upgrades

Software maintenance and upgrades will be performed outside of each customer's standard business hours whenever possible. Emergency situations will be handled on a case-by-case basis in such a manner as to provide the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity.

All parties will have advanced notice of such upgrades and any emergency updates will have the customer's primary contact's approval before being done. Superior shall use its best efforts to provide Customer with at least forty-eight (48) hours of notice prior to scheduling Scheduled Downtime for the Horizon Cloud Solution.

3.4.1. Microsoft

Microsoft server service/security packs, patches and updates shall be applied as necessary to ensure integrity of the system(s), system data and associated operating environment. Patches deemed critical in nature by Superior of system/software vendors shall be applied as soon as possible to prevent system corruption, penetration, degradation etc.

3.4.2. Superior Applications

Upgrades and updates to Superior applications will be provided to the Customer's TEST environment prior to confirmation by the client to move the upgrade or update into the PRODUCTION environment.

3.5. Hardware Maintenance and Upgrades

Hardware maintenance and upgrades will be performed outside of each customer's standard business hours whenever possible. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity.

The primary Customer contact will be notified, when possible, via the on file e-mail address, prior to hardware upgrades being performed.

3.6. System Security

System security values will be set to provide for system integrity and data security as deemed appropriate by SunGard. This will include such items as password length and makeup, change intervals, system security level, etc.

Host site security will include implementation of an industry standard firewall, secure sockets layer, virtual private networks, IP address translation, and/or a combination thereof.

The primary contact and their assignees, will have the ability to reset user profiles for their users. There should be no more than 4 assignees.

The Horizon Cloud Server environment is located in the San Diego, CA data center location. Onsite security includes the following provisions:

- Onsite armed response team.
- The exterior of the facility is monitored with High Definition, night vision, and motion sensitive cameras, all monitored by the Network Operations Center and the Armed Security Response team.
- Dual factor authentication (key code and biometric signature) to enter the facility.
- Biometric authentication required to access the cabinet housing the Private Cloud Server environment.
- Distributed Denial of Service network protection deployed within the data center.
- Redundant Cisco enterprise class firewalls.
- Customer access to the hosted TRAKiT reporting server secured via VPN.

Customer has an option to secure an SSL certificate should end-to-end encryption of the use of the TRAKiT system be required by Customer.

3.7. Batch Import Routes/Interfaces

Should Customer require updates to the TRAKiT database maintained in the hosted environment, the following parameters are used for deploying or updating data on a regular schedule:

- Customer is responsible for maintaining GIS data in an Esri supported environment. Superior does not maintain any GIS layers within TRAKiT. Superior will use Customer's GIS parameters to display information within Superior's TRAKiT application.
- Batch file exchanges with Customer's financial application will occur once daily. End of day batch files can be automated from TRAKiT to an FTP site for download and use within Customer's financial application.
- Updating data stored within TRAKiT from a central land record system can be automated into GeoTRAK. Customer must upload a copy to Superior's FTP site and notify Superior of the file. Superior will incorporate this land data into TRAKiT one (1) time annually as part of this agreement.

4. Host Site Performance

Performance monitoring and tuning will be performed as necessary to maintain an average in network interactive response time. "In network" is defined as any point between which the data packet enters the Superior environment and subsequently departs the Superior environment. Any point of communications outside of the Superior protected network environment, shall be deemed as "out of network."

Superior is not responsible for Internet connectivity and/or performance outside the internal Superior host site infrastructure.

5. Standard TRAKiT Support

Telephone and Email support is available during normal operating hours between 5:00 AM to 5:00 PM (PST) Monday through Friday. Calls received out of office hours will be received by Superior's automated messaging system and best efforts will be made to take action to any after-hours requests. Emails received outside of normal operating hours will be collected, however, no action can be guaranteed until the next working day. Superior is not responsible for Customer hardware, non-Superior related

software, Internet access, and/or connectivity issues. Superior will provide guidance to Customer in obtaining technical support for on-site hardware and connectivity issues.

6. Data Input

The Solution will be operated by the Customer via workstations. These workstations will be connected to the Solution as set forth in the Specified Configuration.

7. Limitations

The support services described above expressly exclude services required to solve any problems caused by failure of equipment or software at Customer's site other than Superior supplied equipment and/or software.

8. Responsibility for Customer Data Capture

As between Superior and Customer, Customer has sole responsibility for the provision, completeness, validity, integrity, adequacy, accuracy and use of any Customer data used by the Solution. Errors or Solution failures as a result of erroneous entry of Customer data are not covered by support.

PART 2: ERROR CORRECTION

1. Superior shall provide to Customer, during Superior's support hours as set forth in the Support Standards below ("Support Hours"), telephone assistance regarding Customer's proper and authorized use of a new edition of a Solution (the "Release"), as applicable.
2. Superior shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by Customer in accordance with this Order. Customer shall provide to Superior reasonably detailed documentation and explanation, together with underlying data, to substantiate any error and to assist Superior in its efforts to diagnose, reproduce and correct the error. These support services shall be provided by Superior at Customer location(s) if and when Superior and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solution or an act or omission of Superior, then Customer shall pay for Superior's investigation and related services at Superior's standard professional services rates. Customer must provide Superior with such facilities, equipment and support as are reasonably necessary for Superior to perform its obligations under this Order, including remote access to the Specified Configuration.
3. Customer shall promptly install and/or use any Release provided by Superior to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solution shall be furnished by means of new Releases of the Solution and shall be accompanied by updates to the Documentation whenever Superior determines, in its sole discretion, that such updates are necessary.

Support Standards

I. Support Hours: Hours During Which Superior's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance: Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").

II. Targeted Response Times.

"Notification" means a communication to Superior's help desk by means of: (i) Superior's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Superior's then-current policies and procedures for submitting such communications.

With respect to Superior's support obligations, Superior will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superior "Telephone Support" hour occurring after Superior's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning Superior's Solution is not performing a process that has caused a complete work stoppage.	Superior has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, Superior has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of the issue being reported.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning Superior's Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Superior has a stated goal to respond within two hours of the issue being reported.	A resolution plan details the steps necessary to understand and possibly resolve the issue.
Non-Critical 3	A support issue shall be considered Non-Critical when a non-critical failure in operations occurs; meaning Superior's Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Superior has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Superior has a stated goal to respond within 24 hours of the issue being reported.	

** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) Superior's support representative has been directly contacted by Customer either by phone, email, in person, or through Superior's online support portal, and b) when Superior's support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a Superior approved remote access client so that Superior can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for Superior staff and each session participant.*

ANNEX 3

PROJECT SCOPE OF WORK

Statement of Work to follow (37 Pages)

MYCOM- MY COMMUNITY APP THIRD PARTY PRODUCTS SUPPLEMENT

MYCOM: Civic, LLC owns the MyCommunity App software subscription service identified in Exhibit 1 as the MyCommunity App third party software subscription service and is the provider of the services identified as the MyCommunity App third party services. Customer's use of the MyCommunity App software subscription service and the provision of the MyCommunity App services are subject to additional terms and conditions by and between Customer and Civic, LLC.

Superion Standard Terms

These Superion Standard Terms ("SST") may be incorporated into one or more orders referencing these SST (each, an "Order"). Each Order, together with these SST, shall form a separate agreement (this "Agreement"), by and between the Person identified on the Order ("Customer") and Superion, LLC identified on the Order ("Superion"), applicable to the proprietary solution identified on the Order (the "Solution"), as such Solution may be modified, revised and updated from time to time. Only the Customer and Superion entities that execute the Order will be liable for the obligations under that Order. Each Order will be effective upon the latest date shown on the signature page of the Order ("Order Execution Date").

1. Scope. Customer may use the Solution only in the ordinary course of Customer's internal business operations for the benefit of Customer and only in accordance with the terms on the Order, the Documentation, this Agreement, including the Scope of Use. Customer shall be liable for any breach of the terms of this Agreement by any persons given access to the Solution by Customer.

2. Specified Configuration. Customer shall, at its expense, procure and maintain the computer hardware, systems software and other items required for use of, or access to, the Solution, including those described in the Order and Documentation (the "Specified Configuration") and for updating the Specified Configuration in accordance with Superion's published updates. If not yet completed, Customer shall complete its procurement and installation of the Specified Configuration prior to the scheduled start of implementation. Customer shall devote all equipment, facilities, personnel and other resources reasonably necessary to begin using the Solution in production on a timely basis as contemplated by this Agreement and satisfy any Customer requirements necessary for Superion to complete the professional services described in Section 6. Superion is not responsible for any delays or additional fees and costs associated with Customer's failure to timely perform its obligations under this Section 2.

3. Payments.

3.1. Fees. Customer shall pay to Superion the fees stated in the Order, in accordance with the payment terms stated on the Order. Superion shall invoice all other fees, as and when incurred. All invoices shall be sent to Customer's address for invoices stated on the Order. Except as otherwise specified on the Order, Customer's payments shall be due within thirty (30) days after the invoice date. A late payment fee at the rate of 12% per year (or, if lower, the maximum rate permitted by applicable law) shall accrue on any amounts thirty (30) days past due and unpaid by Customer to Superion, except for Disputed Amounts. Superion may not increase the fees and charges payable under this Agreement, unless otherwise stated in this Agreement or in the Order. Except as provided in Section 4.2(c), all fees and other amounts paid by Customer under this Agreement are non-refundable.

3.2. Taxes. The fees and other amounts payable by Customer to Superion under this Agreement do not include any taxes, duties, levies, fees or similar charges of any jurisdiction ("Taxes") that may be assessed or imposed in connection with the transactions contemplated by this Agreement, excluding only taxes based upon Superion's net income. Customer shall directly pay any such Taxes assessed against it, and Customer shall promptly reimburse Superion for any such Taxes payable or collectable by Superion.

3.3. Certain Remedies for Non-payment. If Customer fails to pay to Superion, within ten (10) days after Superion makes written demand therefor, any past-due amount payable under this Agreement (including any applicable late payment fee) that is not a Disputed Amount, in addition to all other rights and remedies which Superion may have, Superion may, in its sole discretion and with further notice to Customer

stating the suspension date, suspend performance of any or all of its obligations under this Agreement (other than Section 5). Superion shall have no liability for Customer's use of the Solution until all such past-due amounts and any applicable reinstatement fees are paid in full.

4. Warranties, Covenants and Limitations.

4.1. Compliance with Laws. Superion shall comply with all laws, enactments, orders and regulations applicable to it as the provider of services under this Agreement. Customer shall comply with all laws, enactments, orders and regulations applicable to it as the recipient and user of services under this Agreement.

4.2. No Infringement. Superion shall indemnify and defend Customer against, any third-party claim asserting that the Solution, as and when made available to Customer by Superion and when properly used for the purpose and in the manner specifically authorized by this Agreement, infringes upon (i) any patent issued as of the date of this Agreement by a country that is a signatory to the Paris Convention, (ii) any copyright of any country that is a member of the Berne Convention as of the date of this Agreement, or (iii) any trade secret or other proprietary right of any Person (collectively, "IP Rights"). Superion shall have no obligation under this Section 4.2 unless Customer promptly gives notice to Superion within ten (10) days after the date Customer first receives notice of the applicable infringement claim (provided that later notice shall relieve Superion of its liability and obligations under this Section 4.2 only to the extent that Superion is prejudiced by such later notice) and allows Superion to have sole control of the defense or settlement of the claim. Customer may monitor any such litigation or proceeding at its expense, using counsel of its choosing. The remedies provided in this Section 4.2 are the sole remedies for a claim of infringement or misappropriation hereunder. If any applicable infringement claim is initiated, or in Superion's sole opinion is likely to be initiated, Superion may at its option and expense:

- (a) modify or replace all or the allegedly infringing part of the Solution so that it is no longer allegedly infringing, provided that the functionality does not change in any material adverse respect; or
- (b) procure for Customer the right to continue using the allegedly infringing part of the Solution; or
- (c) remove all or the allegedly infringing part of the Solution, and (i) if Customer has paid a one-time upfront initial license fee for the applicable Solution, refund to Customer the corresponding portion of the license fee paid by Customer to Superion for the applicable Solution, less a reasonable rental charge equal to one-sixtieth (1/60) of the initial license fee for each month of use following the Order Execution Date, or (ii) if Customer is paying for the use of the Solution on a recurring basis, refund to Customer the corresponding portion of the unused recurring fee(s) paid by Customer to Superion with respect to the applicable Solution, and in each such case this Agreement shall terminate with respect to the Solution or part thereof removed.

4.3. Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), Superion will check the Solution, as well as any systems used to deliver the Solution, for any viruses, worms or similar harmful code ("Harmful Code") and will use commercially reasonable efforts to eliminate any such Harmful Code that Superion discovers.

4.4. Exclusion for Unauthorized Actions. Superion is not liable under any provision of this Agreement for any performance problem, claim of infringement or other matter to the extent attributable to any unauthorized or improper use or modification of the Solution by or on behalf of Customer, any unauthorized combination of the Solution with other software or services (other than as specified in the Specified Configuration), any use of any version of the Solution other than the Supported Release, a failure to subscribe to support services if then offered for the Solution, any Third-Party Hardware or Third-Party Services, and Third-Party Software or Open Source Software (except as set forth in Sections 4.11 and 4.13), any wrongful act or omission by Customer, its Affiliates or its customers or any breach of this Agreement by Customer.

4.5. General Indemnity. Superion will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs in connection with a claim asserted against Customer by a third party for: (i) bodily injury or death; or (ii) damage to any tangible or real property, and in either instance, to the extent proximately caused by the negligent acts or omissions of Superion. Superion's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify Superion of any such claim; (ii) Customer must in writing grant Superion sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice Superion's right to control the defense of the claim and negotiate its settlement or compromise); and (iii) Customer must cooperate with Superion to facilitate the settlement or defense of the claim.

4.6. Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations, which shall be suspended only for so long as the force majeure event renders Customer unable by any means to transmit payments when due hereunder) as a result of a cause beyond its control, including any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, theft or criminal misconduct by unrelated third parties, disruption or outage of communications (including the Internet or other networked environment), power or other utility, unavailability of supplies or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the non-performing party with reasonable care.

4.7. Disclaimer. EXCEPT AS STATED IN SECTIONS 4, 6.5 AND 10.5, THE SOLUTION, DOCUMENTATION AND SERVICES ARE PROVIDED "AS IS," AND ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS OR CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR OTHERWISE (INCLUDING IMPLIED WARRANTIES, TERMS OR

CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT) ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT.

4.8. Limitations Cap. EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE LIABILITY CAP.

4.9. Consequential Damage Exclusion. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SOLUTION, SERVICES OR OTHER SOFTWARE UNDER THIS AGREEMENT) BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (a) LOST REVENUES, (b) LOST PROFITS, (c) LOSS OF BUSINESS, (d) TRADING LOSSES, (e) INACCURATE DISTRIBUTIONS OR (f) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM CUSTOMER'S USE OF THE SOLUTION OR SERVICES PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. FOR PURPOSES OF CLARIFICATION, THE FOLLOWING SHALL BE DEEMED "DIRECT DAMAGES" AS BETWEEN CUSTOMER AND SUPERION FOR THE PURPOSES OF THIS AGREEMENT (i) ANY AND ALL DAMAGES, INCLUDING CONSEQUENTIAL AND SIMILAR DAMAGES, AWARDED TO A THIRD PARTY FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 4.2; (ii) CUSTOMER'S OUT-OF-POCKET COSTS TO NOTIFY AFFECTED PERSONS AND/OR PAY FOR CREDIT MONITORING SERVICES FOR SUCH PERSONS FOR A ONE-YEAR PERIOD INCURRED AS A RESULT OF SUPERION'S BREACH OF SECTION 5.

4.10. Exceptions. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTIONS 4.8 AND 4.9 SHALL NOT APPLY TO: (a) BREACHES OF THE SCOPE OF USE; (b) FAILURE TO PAY FEES WHEN DUE; (c) DAMAGES CAUSED BY EITHER PARTY'S FRAUD OR WILLFUL MISCONDUCT; (d) A PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY DUE TO THAT PARTY'S NEGLIGENCE; OR (e) A PARTY'S LIABILITY FOR DAMAGES TO THE EXTENT THAT SUCH LIMITATION OR EXCLUSION IS NOT PERMITTED BY APPLICABLE LAW. THE LIMITATIONS SET FORTH IN SECTION 4.8 DO NOT APPLY TO CLAIMS FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTIONS 4.2 OR 4.5.

4.11. Third-Party Software. To facilitate Customer's access and use of the Third-Party Software, the licensor(s) of such Third-Party Software have agreed to allow Superion to provide the Third-Party Software to Customer subject to the following additional conditions: (i) the Third-Party Software shall be used only in conjunction with any permissible use of the Solution specifically authorized in this Agreement, and (ii) the Third-Party Software shall be used only in accordance with licensor's terms and conditions and documentation for the Third-Party Software which, unless otherwise included in a specific Supplement to the Order, shall be provided to Customer with the receipt of such Third-Party Software. Superion shall use reasonable efforts to provide Customer the benefit of all indemnities and warranties granted to Superion by the licensor(s) of the Third-Party Software, to the extent possible without additional cost to Superion, as and if permitted by Superion's agreement

with the licensor of the Third-Party Software, and to the extent such warranties and indemnities pertain to Customer's use of the Third-Party Software hereunder. In the event of any defect in any Third-Party Software (in the form delivered by Superior and when properly used for the purpose and in the manner specifically authorized by this Agreement), Superior will use commercially reasonable efforts to replace or correct the Third-Party Software without charge. If Superior complies with this provision, it shall face no further liability with respect to any defect in any Third-Party Software.

Unless as otherwise provided in a specific Supplement to the Order, or as provided in the licensor's terms and conditions, Superior shall provide Level 1 support of the Third-Party Software. For purposes herein, Level 1 Support shall mean:

- 1) Taking the first support call from Customer and qualifying the call priority, or if an existing case, obtaining case information;
- 2) Gathering information about the case, defining and describing the problem, and determining if the Third Party Software is the cause of the problem. Analyze problem symptoms, attempt to find root cause if appropriate and document result of such attempts. Determining if the problem is a known Third-Party Software problem by accessing third party online support resources; and
- 3) If it is determined to be a Third-Party Software problem, contacting the Third-Party Software technical support. For new cases, opening a case and selecting a priority. For existing cases, providing the case number and information gathered to the Third-Party Software support engineer.

4.12. Third-Party Hardware and Third-Party Services. Customer is hereby advised that the third party, and not Superior, assumes all responsibility for and liability in connection with the Third-Party Hardware and Third-Party Services, and is solely responsible for delivering the Third-Party Hardware and Third-Party Services to Customer. Superior is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superior is authorized to represent the fees for the Third-Party Hardware or Third-Party Services as the same is provided for in the Order and to accept payment of such amounts from Customer on behalf of the third party.

4.13. Open Source Software Components. The Solution may be provided with or included Open Source Software, including that Open Source Software identified in the Documentation or on the support services website for the Solution. The Open Source Software is licensed under the terms of the open source license that accompanies or is made available with such Open Source Software, including via a website designated by Superior. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable license for such Open Source Software. Open Source Software shall not be deemed to be part of the Solution under this Agreement and Superior shall have no liability relating to such Open Source Software; provided, however, that Superior shall be responsible for fixing Errors caused by the Open Source Software to the same extent as Superior's ongoing support obligations as set forth in Section 9.5 and 10.3 of this Agreement.

4.14. Open Negotiation. Customer and Superior have freely and openly negotiated this Agreement, including the pricing, with the knowledge

that the liability of the parties is to be limited in accordance with the provisions of this Agreement.

4.15. Title and Risk of Loss. In no event will Superior be deemed to have taken title or any similar right or interest in or of any Third-Party Software or Third-Party Hardware in the chain of distribution to Customer, and title, risk of loss, and/or such similar right or interest in or to the Third-Party Software or Third-Party Hardware will be deemed to vest in Customer either at the point of delivery to carrier for shipment or as otherwise provided for in the licensor's terms and conditions.

4.16. Disclaimer. Except as may be provided in Section 4.11 above, Customer agrees and understands that SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE THIRD-PARTY PRODUCTS. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY THE LICENSORS, MANUFACTURERS OR PROVIDERS OF SUCH THIRD PARTY PRODUCTS. SUPERION EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE THIRD PARTY PURSUANT TO THIS AGREEMENT, SUPERION WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE THIRD-PARTY PRODUCTS.

4.17 Other Limitations. The warranties made by Superior in this Agreement, and the obligations of Superior under this Agreement, run only to Customer and not to its Affiliates, its customers or any other Persons. Under no circumstances shall any Affiliate or customer of Customer or any other Person be considered a third-party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement (including any right to be consulted in connection with any variation or rescission of the Agreement agreed between Superior and Customer), even if such Affiliates, customers or other Persons are provided access to the Solution or data maintained in the Solution via the Internet or other networked environment. Except to the extent specified in an Order, Superior shall not be deemed Customer's official record keeper for regulatory or other purposes and shall have no obligation to retain any records or data on Customer's behalf after termination or expiration of this Agreement.

5. Confidentiality, Security, Ownership and Use Restrictions.

5.1. Confidentiality. The party receiving Confidential Information ("Receiving Party") of the other ("Disclosing Party") shall not, and shall cause its Authorized Recipients not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this Agreement. Receiving Party will use the same reasonable efforts to: (a) protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. Prior to disclosing the Confidential Information to its Authorized Recipients, 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 opportunity to contest such disclosure or obtain a protective order.

5.2. Security.

- (a) Superior will implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of Customer Data; (ii) protect against any anticipated threats or hazards to the security or integrity of Customer Data; and (iii) protect against unauthorized access to or use of Customer Data. Superior will review and test such safeguards on no less than an annual basis.
- (b) If Customer makes the Solution or data maintained by the Solution accessible through the Internet or other networked environment, Customer shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of the Solution, 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.
- (c) To the extent that Third-Party Users are permitted to have access to the Solution, Customer shall maintain agreements with such Third Party Users that adequately protect the confidentiality and intellectual property rights of Superior in the Solution and Documentation, and disclaim any liability or responsibility of Superior with respect to such Third Party Users.

5.3. Personal Data. If Superior processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Superior's obligations under this Agreement, then: (i) Customer shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Superior shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Superior so that Superior may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include Superior processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Superior to provide the Solution and perform its other obligations under this Agreement; and (iii) Superior shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by Customer from time to time as set out in 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.

5.4. SG Solution Details. The SG Solution Details are trade secrets and proprietary property of Superior or its licensors, having great commercial value to Superior or its licensors. Title to all SG Solution

Details and all related intellectual property and other ownership rights shall be and remain exclusively with Superior or its licensors, even with respect to such items that were created by Superior specifically for or on behalf of Customer. Superior and its Affiliates may freely use Feedback without attribution or the need for Superior, its Affiliates or any third party to pay Customer or any third party any royalties or other fees of any kind. This Agreement is not an agreement of sale, and no intellectual property or other ownership rights to any SG Solution Details are transferred to Customer by virtue of this Agreement. All copies of SG Solution Details in Customer's possession shall be deemed to be on loan to Customer during the term of this Agreement.

5.5. Use Restrictions. Except to the extent specifically authorized by this Agreement, Customer shall not, shall not attempt to, and shall not permit any other Person under its reasonable control to: (a) use any SG Solution Detail for any purpose, at any location or in any manner not specifically authorized by this Agreement; (b) make or retain any Copy of any SG Solution Detail; (c) create or recreate the source code for the Solution, or re-engineer, reverse engineer, decompile or disassemble the Solution except to the extent specifically permitted by applicable law; (d) modify, adapt, translate or create derivative works based upon the Solution or Documentation, or combine or merge any part of the Solution or Documentation with or into any other software or documentation except to the extent specifically permitted by applicable law; (e) refer to, disclose or otherwise use any SG Solution Detail as part of any effort either (i) to develop a program having any functional attributes, visual expressions or other features similar to those of the Solution or (ii) to compete with Superior; (f) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any SG Solution Detail, or fail to preserve all copyright and other proprietary notices in any Copy of any SG Solution Detail made by Customer; (g) sell, market, license, sublicense, distribute or otherwise grant to any Person, including any outsourcer, vendor, sub-contractor, consultant or partner, any right to use any SG Solution Detail or allow such other Person to use or have access to any SG Solution Detail, whether on Customer's behalf or otherwise; or (h) use the Solution to conduct any type of application service provider, service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any Person, whether on a fee basis or otherwise.

5.6. Notice and Remedy of Breaches. Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of this Section 5, 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.

5.7. Enforcement. Each party acknowledges that any breach of any of the provisions of this Section 5 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.

6. Professional Services.

6.1. Professional Services. An Order may identify certain Professional Services.

6.2. Professional Services Fees. Customer shall pay to Superior the professional services fees stated on the Order. In each case where professional services fees are not specified on the Order, then the fees for such services shall be based upon Superior's then standard professional services fee rates.

6.3. Expense Reimbursements. Customer shall reimburse Superior for reasonable travel, living and other out-of-pocket expenses incurred by Superior personnel in connection with all services, including, but not limited to, Professional Services and maintenance and support rendered by Superior. Reimbursable expenses shall be incurred by Superior personnel in accordance with Superior's then current per diem travel expense guidelines, a copy of which will be included in the Order. Superior shall invoice Customer for reimbursement of these expenses on a monthly basis, as incurred.

6.4. Cooperation and Access to Facilities, Data and Employees. To the extent reasonably necessary for Superior to perform its obligations under this Agreement, Customer shall provide to Superior access to Customer's location site, equipment, data and employees, and shall otherwise cooperate with Superior in its performance hereunder, all as reasonably necessary for Superior to perform its obligations under this Agreement.

6.5. Professional Services Warranty. Superior warrants to Customer that Professional Services will be performed in a good and workmanlike manner by qualified personnel, subject to Section 6.4. Superior shall have no liability under this Section 6.5 unless, within thirty (30) days after the actual date of the particular Professional Services, Superior receives notice from Customer describing the breach of this warranty, together with adequate supporting documentation and data. Upon receipt of any such notice, Superior's only obligation under this Section 6.5 is to remedy the breach and reperform the particular Professional Services affected as soon as reasonably practical at no additional charge.

6.6. Compliance with Customer Policies. While Superior personnel are performing services at Customer's site, Superior will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to Superior in writing and in advance. Customer shall promptly reimburse Superior for any out-of-pocket costs incurred in complying with such procedures and policies.

6.7. Contributed Material. In the process of Superior's performing Professional Services, Customer may, from time to time, provide Superior with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solution, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to Superior a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for Superior, Superior's Affiliates and Superior's licensees to make, use, sell and create derivative works of the Contributed Material.

7. Insurance. Superior shall carry: (i) Commercial General Liability coverage including, coverage for Premises/Operations, Product/Completed Operations, Blanket Contractual Liability, Broad Form Property Damage, and Personal Injury with limits of at least one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate; (ii) a policy of workers' compensation insurance as required by the Labor Code of the State of California, or shall obtain

a certificate of self-insurance from the Department of Industrial Relations; and (iii) Network Security and Privacy Liability (Cyber Liability) coverage, including, coverage for infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of personally identifiable or confidential corporate information, alteration of electronic information, cyber extortion and network security, with limits of at least one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement, and shall not be cancelled without thirty (30) days prior written notice. The Customer, its officers, officials, employees, and representatives shall be included as additional insureds on the required general liability policies. With the exception of Workers Compensation and Network Security and Privacy Liability (Cyber Liability), all policies shall contain a provision stating that the Superior's policies are primary insurance and that insurance (including self-retention) of the Customer or any included insured shall not be called upon to contribute to any loss. Superior shall endeavor to furnish certificates of said insurance and policy endorsements to the Customer prior to commencement of work under this Agreement. Failure by the Customer to object to the contents of the certificate and/or policy endorsement or the absence of same shall not be deemed a waiver of any and all rights held by the Customer. Failure on the part of Superior to procure or maintain in full force the required insurance shall constitute a material breach of contract under which the Customer may exercise any rights it has in law or equity including terminating this Agreement.

8. Term and Termination.

8.1. Order Term. The Order may state an initial term for the use of the Solution ("**Initial Term**") and may state renewal terms (each a "**Renewal Term**"). "**Order Term**" means the Initial Term together with any Renewal Terms.

8.2. Termination.

(a) Either party may terminate this Agreement by giving notice of termination to the other party if the other party breaches any of its material obligations (other than Customer's failure to pay Support Fees during a Renewal Support Term) under this Agreement and does not cure the breach within thirty (30) days after receiving notice describing the breach in reasonable detail.

(b) Customer may terminate this Contract without specifying any reason for termination by giving written notice of intent to terminate, in writing, mailed at least ninety (90) days before the intended termination date to Contractor at the address given above. Such termination shall be without liability or penalty provided, however, that no such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination and Customer, as a condition of such right of termination for convenience, must first remit to Superior payment in full of: (a) all license fee amounts for the Component Systems(s), (b) all amounts for all third party products provided by Superior under or pursuant to this Agreement, (c) all fees for services rendered by or on behalf of Superior, (d) all reimbursable expenses incurred by Superior, and (e) all amounts which remain due for maintenance as of the effective date of termination.

8.3. Effect of Termination. The provisions of Sections 3, 4, 5, 8.3 and 11 shall survive any termination of this Agreement, whether under this

Section 8 or otherwise. Customer shall be liable for all payments due to Superior for the period ending on the date of termination. Upon a termination of this Agreement, whether under this Section 8 or otherwise, or upon the expiration or termination of an Order Term, Customer shall: (i) discontinue all use of the affected Solution and Documentation, (ii) promptly return to Superior all copies of the affected Solution and Documentation and any other affected SG Solution Details then in Customer's possession; and (iii) give notice to Superior certifying that all copies of such items have been permanently deleted.

9. Terms Applicable To SaaS, ASP and Hosting. The following provisions in this Section 9 apply solely to Hosting Services and to Orders for and ASP Solution or SaaS Solution.

9.1. SaaS, ASP and Hosting. Superior shall provide the Hosting Services and/or access to the ASP Solution or SaaS solution, as described and for the term specified on the Order.

9.2. Passwords and Solution Access. If Superior provides Customer or its Authorized Users with unique access codes to access the Solution (each, a "Password"), Customer shall hold any such Passwords in strict confidence and shall not assign, share, misuse or abuse the Passwords or attempt to render ineffective the password protection of the Solution. If Customer suspects or learns that a Password is being used to gain unauthorized access to the Solution, Customer will immediately notify Superior so that it can change, or assist Customer in changing, the applicable Password. To the extent the Solution is within Superior's network, Superior may suspend access to the Solution without advance notice if Superior reasonably believes the Solution is being used or accessed in an unauthorized, illegal or disruptive manner, provided that Superior will promptly notify Customer of any such event.

9.3. Customer Data.

(a) Customer shall supply, or cause to be supplied, all Customer Supplied Data. Customer shall transmit the Customer Supplied Data to Superior by communications link or in another manner described on the Order. As between Superior and Customer, Customer shall be responsible for ensuring that the Customer Supplied Data is Accurate and complete. Customer represents and warrant to Superior that Customer has the full legal right for Customer and Superior, its affiliates and agents to use the Customer Supplied Data for processing hereunder.

(b) Within thirty (30) days after termination of Hosting Services or of an Order for an ASP Solution or SaaS Solution, Customer shall give Superior an instruction notice regarding the disposition of any tapes, data, files and other property belonging to Customer and then in Superior's possession. To the extent practicable and at Customer's expense after receipt of such notice, Superior shall use commercially reasonable efforts to comply with the notice, including converting the data on the Solution to machine-readable form. Superior may retain such property until Superior receives all payments due to Superior under that Order. If Customer fails to give that notice within thirty (30) days after such termination, then Superior may dispose of such property in a commercially reasonable manner.

(c) In order to improve Superior's product and service offerings for its customers, Superior may maintain a database of information residing on the Solution. Superior and its affiliates may use and distribute such data in an aggregated and de-identified format, including as a part of the development, distribution and licensing of any Superior product or service offering.

9.4. Regulatory Access. To the extent permitted by law, each party will notify the other promptly of any formal request by an authorized governmental agency or regulator to examine Customer Data or other records, if any, regarding Customer that are maintained in Superior facilities under this Agreement. Customer will reimburse Superior for the reasonable out-of-pocket costs Superior incurs, and for time spent, in making such Customer Data or other records, if any, available for examination and audit by the governmental agency or regulatory authority that has jurisdiction over Customer's business.

9.5. Support. Superior shall provide to Customer the ongoing support services as described in the Order.

9.6. Data Backup and Disaster Recovery. If the Solution maintains a database then, unless otherwise stated on the Order:

(a) Superior shall provide an electronic backup of the Customer Data accordance with the backup cycle defined in the Order (and if no backup cycle is defined, at reasonable intervals); and

(b) Superior shall maintain a disaster recovery plan which includes a procedure for the restoration of Customer's production environment at an alternate facility in the event of a disaster. Superior's disaster recovery plan shall be tested at least once each calendar year.

9.7. Interruption to Solution. From time to time, Superior shall be entitled (at its discretion, without incurring liability for so doing) to interrupt the Solution to: (i) perform repairs and other maintenance and install enhancements on Superior's equipment, software and/or other systems that are required for the provision of the Solution, or (ii) make adjustments to its infrastructure (including, for example, in relation to resources shared by its other customers) and thereby cause a disruption in the provision of the Solution. Except in the case of emergency repairs, maintenance or adjustments, Superior will (a) give Customer reasonable prior notice of the interruption; (b) limit such interruptions to outside of Superior's normal business hours; and (c) use commercially reasonable efforts to minimize the impact of the interruption.

9.8. Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), Customer will check the Specified Configuration for Harmful Code and ensure no Harmful Code is introduced by its end users or from its systems into any systems used in the Solution and will use commercially reasonable efforts to eliminate any such Harmful Code that either Customer or Superior discovers.

9.9. Volume Increases. Customer shall give notice to Superior whenever Customer intends to materially increase the volume of data to be processed on the Solution. Any such increase that results in an increase beyond the Scope of Use requires an additional executed Order and the payment of additional fees.

10. Terms Applicable to Software Licenses. The following provisions in this Section 10 apply solely to an Order that provides the right for Customer to install the Solution at the facility identified on the Order.

10.1. Grant. Except as otherwise provided in an Order, Superior grants to Customer a non-transferable, non-exclusive, term license to use the Solution in accordance with this Agreement and the Scope of Use. The Solution shall be installed in object code form only at Customer's location(s) listed on the Order ("Designated Location(s)"). Customer may, subject to Section 11.4, use or access the Solution at or from Customer locations worldwide. Customer may change a Designated

Location by giving prompt notice thereof to Superior. Customer may copy and use the Solution installed at the Designated Location for inactive back-up and disaster recovery purposes. Customer may copy the Documentation to the extent reasonably necessary for use of the Solution under this Agreement.

10.2. Initial Installation. Superior shall deliver to Customer the initial Copies of the Solution stated on the Order by supplying such initial Copies (a) by physical shipment, such as on a disc or other media, or (b) by electronic delivery, such as by posting it on Superior's network for downloading. Physical shipment is on F.O.B. terms, Superior's shipping point and electronic delivery is deemed effective at the time Superior provides Customer with access to download the Solution. The date of such delivery shall be referred to as the "Delivery Date."

10.3. Support. Beginning on the Order Execution Date and continuing for the duration of the initial support term set forth on the Order ("Initial Support Term"), Superior shall provide the ongoing support services described in that Order; and Customer shall pay to Superior support fees stated on such Order ("Support Fees"). Upon expiration of the Initial Support Term, the ongoing support services shall automatically renew and Customer shall be obligated to pay the Support Fees for additional annual support periods (each a "Renewal Support Term"), until the earlier of:

(a) a party giving the other notice of its intent to terminate ongoing support services (in accordance with Section 11.1) at least sixty (60) days before the end of the Initial Support Term or Renewal Support Term, as applicable, provided that Superior shall not provide such notice of support termination if such termination would be effective prior to whichever is the later of (i) the fifth (5th) anniversary of the Order Execution Date; or (ii) the date which falls at the end of the period equal to two (2) times the Initial Support Term; or

(b) termination of this Agreement.

On an annual basis, Superior may increase the Support Fees payable, which shall not exceed three percent (3%) increase per year.

10.4. Support Termination. Upon the effective date of termination of ongoing support services by either party or at any time when Customer has failed to pay Support Fees ("Support Termination Date"): (i) Superior shall discontinue providing all ongoing support services, including Superior's obligations under Section 10.3; (ii) any Superior warranties under this Agreement shall cease to apply for the period after the Support Termination Date; and (iii) Superior shall not be liable for Customer's use of the Solution after the Support Termination Date except for Superior's indemnification obligations for any third-party claims covered by Section 4.2 that arose prior to the Support Termination Date (but only to the extent such claim would not have been remedied by a Release made available by Superior after the Support Termination Date).

10.5. Software Warranty. Superior warrants to Customer that for a period of twelve (12) months from the Delivery Date, the Solution (as delivered to Customer by Superior and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects. Superior's sole obligation and liability under this warranty is to comply with the provisions of Section 10.3 of this Agreement.

10.6. Remote Access of Installed Software. Provided that Superior performs such services in accordance with the confidentiality provisions

of this Agreement, Customer shall permit Superior, at Superior's option, to remotely access the Solution installed at the Designated Location for the purpose of providing support services to Customer under Section 10.3 and otherwise implementing the purposes of this Agreement. In remotely accessing such Solution, Superior will comply with Customer's reasonable security procedures and company policies that have been provided to Superior in writing. Customer shall promptly reimburse Superior for any out-of-pocket costs incurred in complying with such procedures and policies.

10.7. Backup. Customer acknowledges that it is the best judge of the value and importance of the data held on Customer's systems and that Customer shall be solely responsible for maintaining secure and complete back-up copies of all data that Customer processes using the Solution, which data will be backed-up on not less than a daily basis and which will be readily available on machines controlled by Customer to facilitate the prompt restoration of such data in the event of any loss of or damage to it. Superior shall have no liability for any loss or damage caused by Customer's failure to maintain such backed-up copies.

10.8. Audit. At Superior's expense and upon written request with reasonable notice, Customer will permit Superior, its personnel or its outside auditors to enter the relevant Customer locations during normal business hours and audit the number of copies of the Solution and Documentation in Customer's possession and information pertaining to Customer's compliance with this Agreement. Such audits shall not occur more than once in any twelve (12) month period (unless Superior believes, in good faith, that there has been a breach of this Agreement by Customer) and shall be performed in a manner not to disrupt Customer's business and operations and will respect the confidentiality of Customer, its suppliers and customers. Customer will, in a timely manner, reasonably cooperate with the auditors and provide the auditors all assistance as they may reasonably request in connection with the audit. Customer may require auditors acting on behalf of Superior to execute reasonable confidentiality agreements and comply with Customer's reasonable security requirements, but the requirement will not apply to Superior's internal auditors otherwise bound by the confidentiality conditions of this Agreement.

11. Other Provisions.

11.1. Notices. All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of: (a) the date of actual receipt; (b) the third business day after being mailed by first class, certified or air mail or (c) the first business day after being sent by a reputable overnight delivery service. Any notice may be given by facsimile, or email if notice by one of the foregoing is provided promptly thereafter. Customer's address for notices is stated on the Order. Superior's address for notices is stated on the Order. In the case of (i) any notice by Customer alleging a breach of this Agreement by Superior or (ii) a termination of this Agreement, Customer shall also mail a written notice to Superior Data Systems Inc., 680 East Swedesford Road, Wayne, Pennsylvania 19087, Attention: General Counsel and such notices shall identify the name date, specific parties and Superior Order Number. Either party may change its address for notices by giving written notice of the new address to the other party.

11.2. Defined Terms. As used in this Agreement, the terms below (and their plural forms) have the following meanings:

- (a) **"affiliate"** whether capitalized or not, means, with respect to a specified Person, any Person which directly or indirectly controls, is controlled by, or is under common control with the specified Person as of the date of this Agreement, for as long as such relationship remains in effect.
- (b) **"Authorized Recipient"** means: (i) with respect to Customer, Customer, any Authorized User and any employee of a Customer contractor, provided that the contractor is not a competitor of Superior; and (ii) with respect to Superior, Superior, its foreign and domestic Affiliates and their respective contractors.
- (c) **"Authorized User"** means a Customer employee.
- (d) **"Confidential information"** means all business or technical information disclosed by Disclosing Party to Receiving Party in connection with this Agreement. Confidential Information includes without limitation: (i) Customer Data and the details of Customer's computer operations; and (ii) the SG Solution Details. Confidential Information does not include information that: (aa) prior to the receipt thereof under this Agreement, had been developed independently by Receiving Party, or was lawfully known to Receiving Party, or had been lawfully received by Receiving Party from other sources, provided such other source did not receive it due to a breach of an agreement with Disclosing Party, and Receiving Party knew of such breach or ought to have reasonably known of such breach; (bb) is publicly known at or after the time either party first learns of such information, or generic information or knowledge which either party would have learned in the course of its work in the trade, business or industry; or (cc) subsequent to the receipt thereof under this Agreement; (1) is published by Disclosing Party or is disclosed generally by Disclosing Party to others without restriction on its use and disclosure; or (2) has been lawfully obtained by Receiving Party from other sources which Receiving Party reasonably believes lawfully came to possess it.
- (e) **"copy"** whether capitalized or not, means any paper, disk, tape, film, memory device or other material or object on or in which any words, object code, source code or other symbols are written, recorded or encoded, whether permanent or transitory.
- (f) **"Customer Data"** means data stored in, or processed by, the Solution; provided that aggregated data that is not personally identifiable data and not identifiable to Customer shall not be deemed Customer Data nor Customer's Confidential Information.
- (g) **"Customer Supplied Data"** means any information or data introduced into the Solution by or on behalf of Customer.
- (h) **"Disputed Amount"** means a good faith dispute by Customer of certain amounts invoiced under this Agreement. An amount will only constitute a Disputed Amount if (i) Customer has given notice of the dispute to Superior promptly after receiving the invoice and (ii) the notice explains Customer's position in reasonable detail. A disputed will not exist as to an invoice in its entirety merely because certain amounts on the invoice are Disputed Amounts.
- (i) **"Documentation"** means the standard user documentation Superior provides for the Solution, as such Documentation may be updated from time to time.
- (j) **"Error"** means a failure of a Supported Release to perform in all material respects in accordance with the Documentation.
- (k) **"Export Laws"** means any laws, administrative regulations and executive orders of the U.S., the United Kingdom and any other jurisdiction where any SG Solution Details will be located or from where any SG Solution Details will be accessed under this Agreement relating to the control of imports and exports of commodities and technical data, use or remote use of software and related property or services, embargo of goods or services or registration of this Agreement including the Export Administration Regulations of the U.S. Department of Commerce and the regulations and executive orders administered by the Office of Foreign Asset Control of the U.S. Department of the Treasury.
- (l) **"Feedback"** means any suggestions or recommendations for improvements or modifications to the Solution made by or on behalf of Customer.
- (m) **"including"** whether capitalized or not, means including but not limited to.
- (n) **"Liability Cap"** means the greater of Fifty Thousand U.S. Dollars (US\$50,000) or the amount identified on the Order as the liability cap; provided however that, if no amount is identified on the Order then the liability cap shall be Fifty Thousand U.S. Dollars (US\$50,000).
- (o) **"Open Source Software"** means computer software made generally available at no charge by the copyright holder under a license which provides the right to modify and distribute the software to anyone for any purpose at no charge.
- (p) **"person"** whether capitalized or not, means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, bank, association, cooperative, trust, estate, government, governmental agency, regulatory authority or other entity of any nature.
- (q) **"Professional Services"** means installation, implementation, training or consulting services including custom modification programming, support services relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Superior under this Agreement.
- (r) **"Release"** means a modification or update to the Solution, which Superior, in its sole discretion, incorporates into the Solution without requiring its then existing client base to pay a separate fee (other than support fees).
- (s) **"Scope of Use"** means the Designated Computer(s), Designated Location(s), License Term, Platform, Business Purpose, Number of Trades, Number of Work Stations, Number of Developers, Number of Users, Volume Limit, Number of Production Databases, Number of Production Servers, and/or other restrictions or parameters as are stated in Section 5.5 or on the Order. Scope of Use shall not include the processing of any Acquired Business. Customer shall use the Solution in production to process Customer's business; provided that all increases in the Scope of Use require the execution of an amendment amending the Scope of Use.

- (t) **"SG Solution Details"** means any of the following: the Solution and Documentation, the object code and the source code for the Solution, the visual expressions, screen formats, report formats and other design features of the Solution, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Solution or Documentation, all future modifications, updates, Releases, improvements and enhancements of the Solution or Documentation, all derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing and all copies of the foregoing.
- (u) **"Supported Release"** means, unless otherwise stated in the Order, the latest Release of the Solution that is generally available to Superior's client base.
- (v) **"Third-Party Product"** means Third-Party Software, Third Party Hardware, Third-Party Data or Third-Party Services.
- (w) **"Third-Party Hardware"** means that hardware specified as third party hardware on the Order.
- (x) **"Third-Party Services"** means those services specified as third party services on the Order.
- (y) **"Third-Party Software"** means the software specified as third-party software on the Order.
- (z) **"Third-Party User"** means any of Customer's customers, or their customers, to the extent such persons are provided access to the Solution or Third-Party Data hereunder.

11.3. Parties in Interest.

- (a) This Agreement shall bind, benefit and be enforceable by and against Superior and Customer and, their respective permitted successors and assigns.
- (b) Customer shall not assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without Superior's prior written consent, except such consent shall not be required in the case of an assignment of this Agreement (but not of any individual rights or obligations hereunder) to (i) a purchaser of or successor to substantially all of Customer's business (unless such purchaser or successor is a software, data processing or computer services vendor that is a competitor of Superior, its parent company or any of its Affiliates) or (ii) an Affiliate of Customer, provided in the case of such an assignment, Customer guarantees the obligations of the assignee and the use of the Solution is not broadened beyond the Scope of Use. Any assignment by Customer in breach of this Section shall be void. Any express assignment of this Agreement, any change in control of Customer (or its Affiliate in the case of an assignment to that Affiliate under this Section 11.3(b) and any assignment by merger or otherwise by operation of law, shall constitute an assignment of this Agreement by Customer for purposes of this Section ("**Customer Assignment**"). In the event of a Customer Assignment, or any acquisition of additional business by Customer, whether by asset acquisition, merger or otherwise by operation of law (collectively with the Customer Assignment, "**Customer Additional Business Acquisition**"), Customer shall give notice to Superior notifying Superior if Customer desires to use the Solution to process any additional business related to such Customer Additional Business Acquisition ("**Acquired Business**").

11.4. Export Laws. Customer acknowledges that the SG Solution Details and the services provided by Superior hereunder and this Agreement are subject to the Export Laws. Customer shall not violate the Export Laws or otherwise export, re-export or use, directly or indirectly (including via remote access), any part of the Solution, Confidential Information or services in a manner, or to or for any person or entity, for which a license or other authorization is required under the Export Laws without first obtaining such license or authorization.

11.5. Relationship. The relationship between the parties created by this Agreement is that of independent contractors and not partners, joint venturers or agents.

11.6. Entire Understanding. This Agreement, which includes and incorporates the Order, and any other schedules, exhibits and addenda hereto states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations, representations (whether negligently or innocently made), agreements and other written or oral communications between the parties with respect to the subject matter of this Agreement. In the event of a conflict between the provisions of the SST and an Order incorporating the SST, the terms of such Order shall prevail. Any written, printed or other materials which Superior provides to Customer that are not included in the Documentation are provided on an "as is" basis, without warranty, and solely as an accommodation to Customer. In entering into this Agreement each party acknowledges and agrees that it has not relied on any express or implied representation, warranty, collateral contract or other assurance (whether negligently or innocently made), except those expressly set out in this Agreement. Each party waives all rights and remedies which, but for this Section 11.6, might otherwise be available to it in respect of any such representation (whether negligently or innocently made), warranty, collateral contract or other assurance. Nothing in this Agreement shall limit or exclude any liability for fraud or fraudulent misrepresentation.

11.7. Modification and Waiver. No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. This Agreement may not be modified or amended by electronic means without written agreement of the parties with respect to formats and protocols. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.

11.8. Severability, Heading and Counterparts. A determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of this Agreement. Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

11.9. Personnel. Customer acknowledges that: (a) Superior expends substantial time and money, on an ongoing basis, to recruit and train its programmers, trainers, data processing, customer support and professional services team personnel ("**Superior Personnel**"); (b) Superior's business is highly competitive, is marketed throughout the United States, Europe and in many other locations worldwide, and requires long sales lead times often exceeding one (1) year; and (c) if Customer were to hire Superior Personnel, then Superior may suffer

lost sales opportunities and would incur substantial time and money in hiring and training replacement(s) for those Superior Personnel. Accordingly, if Customer, directly or through one or more subsidiaries or other controlled entities, hires any Superior Personnel at any time when such Superior Personnel is employed or engaged by Superior or during the six (6) months after such employment or engagement ends, then Customer shall pay to Superior as liquidated damages (and not a penalty) an amount equal to twelve (12) months of such Superior Personnel's salary and other compensation (including bonus or commission payments) at the time of leaving his/her employment or engagement with Superior. For purposes of this provision, "hire" means to employ as an employee or to engage as an independent contractor, whether on a full-time, part-time or temporary basis. This provision will remain in effect during the term of this Agreement and for a period of one (1) year after expiration or termination of this Agreement.

11.10. Jurisdiction and Governing Law. This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual

disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of California excluding choice of law. Each party irrevocably (i) agrees that the San Diego County Superior Court, or the United States District for the Southern District of California, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees (including, if applicable, charges for in-house counsel), court costs and other legal expenses from the other party.

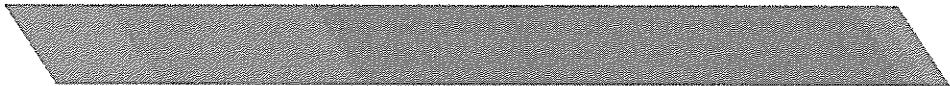


Statement of Work

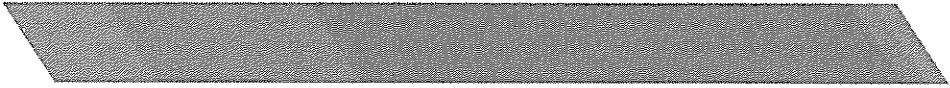
TRAKiT Implementation

Prepared for
CITY OF SOLANA BEACH
May 17, 2017





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1. Executive Summary

1.1 Introduction

This document is the Statement of Work (SOW) for the implementation of Community Development software and related services only with respect to the Solution software expressly identified in the Order (the "Agreement") for City of Solana Beach (The "Customer"). Superior ("Superion") will provide implementation services identified in the Agreement as further described in this SOW to assist the Customer in implementing the TRAKiT Software Solution. The SOW is an attachment incorporated as part of the Agreement signed by Superior and the Customer, and all actions directed herein shall be performed in accordance with the aforementioned Agreement.

The SOW is intended to be a planning and control document, not the detailed requirements or design of the solution.

2. Project Overview

The project will go through the stages of Kick Off > Review > Configure > Test > Train > Go-Live and will have its own milestones as identified in [Appendix 1](#). Throughout all stages, the Customer's main point of contact at Superior will be its Project Manager. Should the assigned project manager be unavailable, Superior will provide an experienced Project Manager in place. The Superior Project Manager will be responsible for the overall success on the Superior side, and will coordinate Superior resource tasks and schedule. As the Customer's primary contact, the Superior Project Manager will be present for all regularly scheduled status calls. He/she will defer to other Power User/ SME for data conversion, training, etc. Any issues will be escalated to the Superior Project Manager in the event that the Customer's needs are not being met.

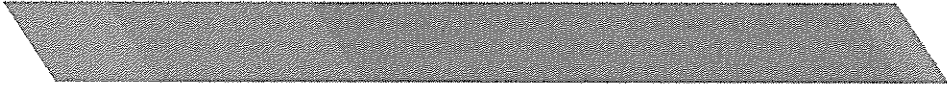
2.1 Delivery Overview

- Data conversion from single land management database and Beach access database and Pentamation.
- Create & Track Permits/Projects/Code Enforcement Cases/Licenses/Citizen Incidents
- Automated and manual workflow
- Reports & letters
- Online web portal for permit visibility & inspection scheduling, including permit application or payment acceptance (eTRAKiT)
- Integration with financial application

2.2 Duties & Responsibilities of Customer

Customer will provide all information necessary for Superior to establish the software's configuration, including but not limited to:

- (1) Current valuation and fee structures;
- (2) Current Permit, Project, License, and Case type designations and categories;
- (3) Examples of all current reports used by the Customer relating to business process management;
- (4) Any exceptions to the typical business processes, or any special lifecycle requirements.



The Customer will provide Superior with access to Customer workstations for the purpose of Superior deploying the acquired Software. Customer workstations must be compatible with software configurations requested by Superior. Superior may, at its discretion, provide a workstation to be deployed on the Customer’s network for the purpose of demonstrating the configuration of the acquired Software.

The Customer will ensure and provide staff who will be trained in use of Superior software will have sufficient basic knowledge of existing business processes and MS-Windows functions.

Customer understands that timely completion of the Project is dependent in significant part upon the timely cooperation of Customer in providing information to Superior necessary to complete the project, including, but not limited to: (a) Data obtained from Customer’s present system to be incorporated into the new Superior software; and (b) information relative to desired letters/reports to be incorporated into the Superior software. Should substantial changes occur that affects the negotiated project timeline, Superior will provide the Client with a Change Order for additional services to extend the project timeline.

3. Scope Overview

The purpose of this project is to replace the Customer’s current Community Development applications with a new completely integrated solution and to improve the Customer’s existing administrative processes to take advantage of industry best practices that best leverage the TRAKIT application. The project scope is comprised of the Software and Services identified in the Agreement as further described throughout this SOW.

3.1 Organizational Scope

The following departments and organizations will be part of the scope of the system. Customer represents that each of the departments and organizations below are comprised of Customer Employees.

Customer Departments in Scope for the project

Departments	

3.2 TRAKiT Software Scope.

Superion will deliver computer software (TRAKiT) and database structures for SQL/Server database

Provide TRAKiT modules for Community Development to enhance local government operations through flexibility in automating permitting, managing inspections, regulating land use, and tracking projects

Deliverable: TRAKiT software modules to include:

- 1) GeoTRAK
- 2) AEC TRAK
- 3) PermitTRAK
- 4) ProjectTRAK
- 5) CodeTRAK
- 6) CRMTRAK
- 7) LicenseTRAK

Deliverable: Deliver General License Renewal automation for LicenseTRAK

The acquisition of LicenseTRAK includes sixteen (16) development hours for the sole purpose of basic, custom development related to License Renewal automation within TRAKiT and/or eTRAKiT, and four (4) hours for the purpose of scoping the client's License Renewal needs. The hours may only be used during the scope of the original project implementation. Actual level of effort will be determined upon agreement of specifications that will be outlined in collaboration with the client, and a scoping document provided by Superion. Client will be responsible for a Change Order should the development hours required exceed the allocation allowed in this statement of work. If additional effort is required, the License Renewal deliverable may be delivered outside of the scope of the core TRAKiT implementation.

Provide eTRAKiT modules for web-based Citizen/Contractor permit processing.

Deliverable: Provide the following functions:

- 1) Includes one (1) standard Permit Form for online customers. Changes to permit form will incur an additional cost.
- 2) Request inspections as a Contractor or Citizen.
- 3) Review inspection, review, condition, fee statuses and updates.
- 4) Search general license information. Includes one (1) standard License form for online customers. Changes to form will incur an additional cost.
- 5) Submit complaints.
- 6) Create user logins for citizens and/or contractor login.
- 7) Inspector login to change/input results.
- 8) Reviewer login to update review notes and status results.

3.3 Data Conversion Scope

The following data from the Customer's legacy system has been identified as data needing to be converted to TRAKiT and is included in the services identified in the Agreement. During the project, further discussion and discovery will take place and the Customer may request that modifications to the data conversion services scope be performed by Superior. If the data conversion scope is requested to be modified by Customer, it will become the subject of a separately executed Change Order, which will describe changes in scope of work and payment of fees due for such modified hours/pricing.

Superior has included conversion services and pricing in the Agreement for the conversion services outlined below.

Deliverable: Electronic transfer (via FTP or email) of converted database; services to develop conversion software for translation; services to perform data conversion; services to install converted data; services to investigate and correct any errors uncovered during conversion balancing and/or system testing. Superior does not guarantee the quality of the source data received, but makes reasonable effort to convert all data in the original source that it is provided.

Applies to: Land data from a single source, historical data in Superior Legacy Systems.

- Assessor / GIS Connect
- Pentamation License Data
- Beach access database

Requirements and Notes:

Customer will:

(1) For GeoData/GIS Conversions:

- a. Client understands that TRAKiT integration relies on the agency's source data format remaining constant once conversion instructions are provided by the client. Any change to the TRAKiT GIS/GeoTRAK integration that is due to data format changes will be subject to a Change Order.

(2) Customer to provide Superior all tables and files that are necessary for historical data conversion.

(3) Customer to provide all necessary files and data to Superior within thirty (30) days of project commencement date.

(4) Customer to sign off on Data Conversion Data Mapping Specification provided by Superior.

- a. While minor changes to this Specification are allowed through the testing period at no additional cost, Customer acknowledges that they will thoroughly review the specification document, and that the conversion mapping and methodology is correct to the best of Customer's knowledge. Minor changes include:
 - i. Modifying translation logic for data sources that are included in this document;
 - ii. Converting tables/fields that were previously thought to be unnecessary for conversion, provided those data sources are included in the Specification.
- b. Major changes will incur an additional cost. Major changes include:
 - i. Requirements to convert additional data sources;
 - ii. Modifications to structure of data sources, including field names or data types;
 - iii. Changes requested after the deadline for issue submission;

- iv. Fundamental changes to conversion methodology as determined by Superior.
- (5) Customer will thoroughly test data converted by Superior after each delivery and report issues within the timeframes agreed in the Project Schedule. In the event that unplanned data conversion activities are required, then Superior and Customer will mutually agree on an appropriate change in project cost.

3.4 Integration Scope

The Integrations with TRAKIT identified in the Agreement are as further described below. During the project, further discussion and discovery will take place and the Customer may request that Superior perform modifications to the integration services scope. If the integration scope is requested to be modified by Customer, it will become the subject of a separately executed Change Order, which will describe changes in scope of work and payment of fees due for such modified hours/pricing.

Applies to: Deliver integration to CommunityPLUS financial system.

Deliverable: Create a stored procedure/batch script routine to export financial details nightly from the TRAKIT system into the CommunityPLUS financial system. A sample export routine with instructions must be provided to Superior within 30 days of contract execution.

Applies to: Provide Credit Card Reader Interface.

Deliverable: Superior will provide integration with the Cardknox credit card reader to interface with over-the-counter style payments from customers.

Agency Responsibilities:

1. Two Merchant Accounts (one for test purposes, one for production purposes) will be obtained by the agency and provided to Superior within 10 business days of request.
2. The agency will provide all convenience fee requirements within 10 business days of request.
3. As necessary, and to facilitate Superior's ability to deliver the solution, the agency will facilitate contact with the selected vendor within 3 business days of request.
4. Agency must procure the Cardknox device (model and device # are subject to change) directly from the vendor as these devices are encrypted to the agency's gateway during setup.
5. Cardknox system accepts Apple Pay and EMV style payment methods.

Below are the steps that would be taken by the cashier to pay fees with a credit card:

1. The user will select items to pay in TRAKIT as usual.
2. With the Cashier screen open, the user will select 'Credit' as the payment method and click 'Pay.' Then the user will swipe the credit card through the card reader.
 - a. The credit card verification screen will come up (Users will enter details into the Cardknox app). Users can edit each of the data elements:
 - i. The following items are read from the card
 1. Card type, Card number, Expiration date, First/Last name
 - ii. The following items are taken from the Contact identified in "Paid By" on the cashier screen:
 1. Address, City, State, Zip

- iii. The Card Verification Number (if required) must be manually entered
- b. The Card Verification Number (if required) must be manually entered
- c. When the cashier clicks pay:
 - i. Cardknox will then process the payment using the Cardknox gateway
 1. This would require a connection to the Internet from the workstation being used
 - ii. If the transaction fails, the user can try again
 - iii. If the transaction succeeds, the fees are marked as paid, and the confirmation number from Cardknox is placed in the "Check/Conf No" field in TRAKiT.

Options available at additional cost:

- Debit Card PIN transactions.
- Signature capture integration for credit card payments.
- Integration with Cash Drawer system.

Applies to: Provide eTRAKiT Credit Card API

Deliverable: Superior will install/configure the eTRAKiT payment plugin interface to process online credit card payments (for Mastercard, VISA, and Discover) through one of the following payment vendors. AMEX may occur additional fees paid by the agency outside of this integration cost.

This capability will be added to the agency's eTRAKiT website in a redirect mode only. The payment plugin supports the processing of transactions through one Merchant Account with one Service Code and one Merchant ID.

- Authorize.NET
- USA ePay
- Virtual Merchant
- PayFlowPro (PayPal)
- CSI (Jetpay)
- MSB

All sensitive credit card data is collected, processed, and stored outside of eTRAKiT.

Interface will be available to the eTRAKiT customer when checking out to pay fees.

Agency responsibilities:

1. Two Merchant Accounts (one for test purposes, one for production purposes) will be obtained by the agency and provided to Superior within 10 business days of request.
2. The agency will provide all convenience fee requirements within 10 business days of request.
3. As necessary, and to facilitate Superior's ability to deliver the solution, the agency will facilitate contract with the selected vendor within 3 days of request.
4. Prior to scheduling this integration, the agency will need to provide credentials from the vendor of choice:

- Merchant ID
- PIN
- Username
- Password

Options available at additional cost:

- Does not include integration with online eCheck payment systems. This is available for additional fee.

Requirements and Notes:

Superior is not responsible for the applicable third party software, third party hardware, third party system software or third party services costs which may be required for the configuration of the interfaces described or any additional costs that the third party might require for the integration to be successful.

The Customer is responsible for any necessary communications with third party vendors, if necessary, to accomplish the Interface scope in this SOW. This includes notifying third party vendors of their intent to interface products and the projected timelines for implementation. Superior is not responsible for delays caused by third party readiness.

3.5 Modification/Enhancement Scope

The Customer does not have any Solution Software modifications or system customizations in scope for this project. If Solution Software modifications or customization needs are identified during the project, the Customer and Superior will follow the scope change process identified in this SOW which will describe additional scope of work and payment of fees due for such additional hours/pricing.

3.6 Forms and Reporting Scope

The following forms, reports, and routines have been identified and included in the agreement as further described below.

Deliverable: Superior will provide services as outlined in the agreement for custom report modifications.

Deliverable: Provide one hundred (100) standard reports from TRAKIT's library, along with the following standard libraries:

- Permit Library includes a standard Permit Form, Certificate of Occupancy, Receipt, Invoice, and Inspection Results Letter.
- Enforcement Library includes two (2) standard Violation Letters.
- Plan Corrections Library includes a standard Plan Correction Notice and a standard Planning Commission Staff Report.
- Regulatory License Library includes a standard License and two (2) standard Renewal License Notices.

Deliverable: Superior will provide services as outlined in the agreement for custom form modifications.

Deliverable: Superior has included 30 hours for unidentified Customer needs related to reports and 20 hours for unidentified Customer needs related to forms that are yet to be identified.

Requirements and Notes:

- (1) Custom forms/reports specifications must be identified and signed off no later than the initiation of the Testing Phase of project, or as defined by the agreed Project Plan.
- (2) Customer to provide information regarding fee formulas, usage, permit and project forms.
- (3) Sign off on forms/reports specification provided by Superior:
 - a. While minor changes to specifications are allowed through the testing period at no additional cost, Customer acknowledges that they will thoroughly review the specification document, and that the format and content is correct to the best of Customer's knowledge. Minor changes include:
 - i. Modifying form/report logic for data sources that are included in the specification;
 - b. Major changes may incur an additional cost as defined by Superior. Major changes include but are not limited to:
 - i. Requirements to reformat the report after it has already been delivered;
 - ii. Modifications to the structure of content being displayed;
 - iii. Changes requested after the deadline for issue submission;
 - iv. Fundamental changes report format/content as determined by Superior.

3.7 Installation Services Scope

The SOW describes below the installation services identified in the Agreement. These services include the following:

- Installation of two (2) instances of TRAKiT to be completed.
- There will be one (1) initial installation and a copy will be taken to create the second instance (TEST account) prior to the client's go-live event.
- Superior will complete all installation remotely.

Requirements and Notes:

- (1) Superior and the Customer will mutually agree on the dates and schedule for the installation and other services in this area.
- (2) Superior does not configure or install any hardware, or provide IT support for other software (e.g. SQL server, SSRS, etc.) that exists in the client's environment.

3.8 Training, Configuration, and Testing Scope

Superior includes training, Configuration, and Testing as outlined in the Agreement and further described below.

Discovery Phase

Deliverable: Provide web conferencing training, Onsite Meetings, and Remote Reviews as outlined in the agreement.

Deliverable: Customer to complete configuration workbooks provided by Superior. The workbooks are designed to assist Superior in capturing the Customer's business processes and requirements. Superior will use a combination of the workbooks and information gathered during meetings to set up and configure the software.

Configuration Phase

Deliverable: Provide remote configuration of TRAKIT software as outlined in the agreement and as specified by the client workbooks.

Testing Phase

Deliverable: Provide Onsite training, Onsite Meetings, and Remote Configuration as outlined in the agreement.

Education Phase

Deliverable: Conduct on-site, hands-on End User training at Customer office as outlined in the agreement. Class size is limited to eight (8) students per day.

Deliverable: Provide System Administrator training for one (1) Customer staff during scheduled training at Superior designated facilities. Superior provides training guides and user manuals as part of training.

Deliverable: Provide Report Writing training for one (1) Customer staff during scheduled training at Superior designated facilities. Superior provides training guides and user manuals as part of training.

Launch Phase

Deliverable: Provide onsite go live assistance at Customer's office as outlined in the agreement.

Requirements and Notes:

1. Onsite means at Customer's facilities
2. Remote means from Superior facilities
3. Completed workbook must be received by Superior prior to the start of the configuration phase

3.9 User Category Definitions

Power User/ SME	Includes those individuals providing business process overview used to make TRAKIT configuration decisions during the Discovery phase, and providing testing feedback during the Testing phase of the project. These individuals comprise the Power User/ SME of decision makers for the other groups. For instance, if there is 5 building inspectors, we recommend selecting a single inspector to represent the entire team.
End Users	All users that will need to be trained on the use of TRAKIT for conducting daily operations.
Customer Steering Committee	Those individuals usually comprised of department division managers/directors, making executive level decisions. Responsible for signing official documents related to the TRAKIT implementation and providing guidance on management needs. Sometimes comprised of Power User/ SME.

4. Stages and Milestones

4.1 Kickoff / Review

Begins: Contract Execution

Ends: Workbook completion and 3rd party integrations sign-off by Customer and Superion and all data/documentation provided by Customer

Description: This stage of the project involves discussing and documenting how the business processes and systems will function. It will include meetings, both in person and remote, between the Superion PM and Customer team. The Customer will fill out workbooks based on discussions and guidance from Superion. The Superion PM will be the Customer's main point of contact, and is responsible for the overall design of the system. Superion's data conversion team will work with Customer staff to map and document data to be migrated into TRAKIT.

During this stage of the project, Superion will create a project plan. This project plan will outline tasks, Superion resource roles, Customer resource roles, duration, dependencies and start/end dates throughout the project. It will be used to help the Customer plan its own internal task scheduling as well as provide shared visibility into timelines as the project progresses. Superion will be responsible for updating the project plan each week following a status update call with the Customer.

Primary Responsibilities for Customer:

- Communicate project goals, value, schedule internally
- Assist in developing project schedule / milestone dates
- Purchase/install system infrastructure and provide appropriate access (VPN, etc.)
- Ensure that all appropriate Power User/ SME participate in all relevant discussions
- Provide process flows, source data, and documentation in a timely manner
- Make informed business decisions in a timely manner

- Complete workbooks with assistance from Superior
- Provide contact information for any relevant 3rd parties

Primary Responsibilities for Superior:

- Conduct kick-off meeting with Customer.
- Install base software with demonstration data
- Creation and maintenance of shared project plan
- Organize and lead design sessions with Customer. As permitting consultant and expert on TRAKiT software, provide guidance on best practices, changes to increase efficiency, and challenge Customer's current processes and way of thinking.
- Document TRAKiT configuration requirements, functionality and workflow
- Document interface requirements/mappings
- Services to be provided do not include hardware

4.2 Configure

Begins: Workbook completion and 3rd party integrations sign-off by Customer and Superior and all data/documentation provided by Customer.

Ends: Customer acknowledgement on Testing Begins letter.

Description: Superior will be responsible for configuring TRAKiT, while the Customer will be responsible for coordinating any 3rd party vendors and developing any documentation required for system testing. All communication between the Customer and Superior in this stage is anticipated to be done remotely. The Superior PM will be the Customer's primary contact with other Superior resources utilized as-needed.

Primary Responsibilities of Customer:

- Coordinate configuration / development of any 3rd party vendors
- Develop standard operating procedure (SOP) documentation
- Develop testing and training plan
- Participate in weekly status calls

Primary Responsibilities of Superior:

- Perform agreed-upon configuration / data conversion
- Coordinate additional information from Customer as needed
- Lead weekly status calls with Customer
- Maintain shared project plan

4.3 Test / Initial Training

Begins: Customer acknowledgement on receipt of Testing Begins letter.

Ends: Customer acknowledgement on Testing Ends Letter.

Description: This stage of the project will begin with a Superior training expert coming onsite to perform Power User/ SME training with Customer staff. The Customer will then begin its testing process, notifying Superior as issues / questions arise. There will be remote communication between the Customer and Superior PM regarding issues and their resolution, with a shared portal so that all team members have visibility to the complete list. Superior will provide revised delivery(s) for configuration and data integration as needed. During this stage, the Customer will also be testing integration with other 3rd party systems. The Customer will be responsible for communicating issues / resolution with all relevant vendors. The Superior PM will remain the Customer's main point of contact, but this stage will likely see increased involvement from other Superior team members for testing support.

Primary Responsibilities of Customer:

- Provide key staff availability and appropriate facilities for training and testing
- Execute all phases of testing plan, including 3rd party integration
- Provide constructive, detailed feedback to Superior based on testing results
- Coordinate issues / resolution to 3rd party vendors
- Amend training plan / SOPs as needed
- Participate in weekly status calls
- Participate in system administration and report writing training at Superior facilities in San Diego, CA
- Lead end-user training sessions

Primary Responsibilities of Superior:

- User training for Power User/ SME Testing
- Assist Customer with questions / issues on as-needed basis
- Provide issue tracking portal for team member visibility to issues/status/resolution
- Provide iterative configuration / data conversion deliveries based on testing feedback
- Lead weekly status calls with Customer
- Maintain shared project plan

4.4 Final Training / Go Live

Begins: Customer acknowledgement on completed Testing Ends letter.

Ends: Customer sign-off of completed post go-live follow-up visit from Superior and any outstanding systems issues clearly identified.

Description: This stage of the project involves using the system in production. The Customer and Superior will agree upon a go-live week during which the Customer will cease use of the legacy system

and will begin using TRAKiT for production use. Immediately prior to go-live, Superion and the Customer will perform data conversion from legacy system(s) into TRAKiT. During data conversion, the Customer understands that services on legacy software may need to be suspended or operations be continued in an alternative manner.

The Customer will begin production use of TRAKiT with the Superion PM onsite for support. Although other Superion team members will likely be involved with support tasks and the resolution of issues, the Superion PM will continue to be the Customer's main point of contact throughout Go-Live until the system stabilizes and all issues are resolved. A follow-up visit is performed by the Superion PM roughly 45 days after go-live. The purpose of this visit is to analyze system performance and usage by Customer staff, and to provide any suggestions or facilitate configuration changes that would improve attainment of the Customer's goals.

Primary Responsibilities of Customer:

- Coordinate historical data conversion with Superion
- Coordinate internal and external communication of Go-Live plan and potential business impacts
- Provide staff availability for end-user training
- Follow standard operating procedures
- Provide staff availability for rapid issue response
- Work collaboratively with Superion team to rapidly solve any production issues as they occur

Primary Responsibilities of Superion:

- Convert historical data prior to go live
 - Provide onsite go-live support
 - Work collaboratively with Customer team to rapidly solve any production issues as they occur
 - Provide issue tracking portal for team member visibility to issues/status/resolution
 - Lead weekly status calls with Customer
 - Maintain shared project plan
 - Perform follow-up visit
- Provide system administration training at Superion facilities.

5. Implementation Approach

5.1 Data Conversion Approach

Data conversion development is the joint responsibility of the Customer and Superior. Customer will be responsible for extracting data from the legacy system. Superior will be responsible for importing the data conversion files received from the Customer into TRAKiT using standard imports (where available) or conversion programs.

When Superior is engaged to write a data conversion via a conversion program, the process flows as outlined:

Task	Superior Role	Customer Role
Validate conversion scope	Provide input on scope and advise Customer on best practices related to converting data	Customer to provide input and requirements for data conversion
Discovery call between the Customer and the Data Conversion Specialist assigned to write the data conversion program. During call, specifics of the task are discussed so that both parties have a full understanding.	Lead Task	Participate in discovery and make decisions
Provide to Superior all tables and files that are necessary for historical data conversion.	Provide FTP or other agreed upon secure method for transfer of data	Provide data
Specifications are created by the Data Conversion Specialist and sent to the Customer	Develop Specifications	Provide input and answer questions if necessary
Customer reviews and signs specifications	Revised specifications as necessary	Review Specifications and provide feedback
Complete data conversion checklists. Client and Superior will compile separate checklists that will be compared at data delivery	Complete data conversion checklists and compare to client checklist	Provide data from Legacy system in Superior required formats, and complete data conversion checklist
Deliver data and data conversion checklists for testing. Walk the customer staff through testing data conversion	Deliver data and completed data conversion checklist	None
Tests results and reports any discrepancies	Supports the Customer Testing converted data	Test and validate data
Superior Data Conversion Specialist adjusts conversion program and delivers data	Adjust Conversion Program	None
Steps 8 and 9 are repeated until sign off in step 11.	-	-
Customer signs off on completion	None	Sign Off

Requirements and Notes

- 1) The Customer is responsible for validating all data once it is converted into TRAKiT
- 2) Customer will provide Power User/ SME that are familiar with existing data structures in the legacy system to assist with the conversion process, clean all data, and extract data from legacy to comply with Superior file layouts.

- 3) The Customer resources will provide the resources to assist with legacy data, data mapping and data validation.
- 4) The Customer will be responsible to get the legacy data “conversion ready”, meaning it is clean (duplicates, typos, missing information, etc. have been corrected) and in a format that Superior can read for import purposes (Excel spreadsheet, for example).

5.2 Interface Approach

Interface development is the joint responsibility of the Customer and Superior. Customer will be responsible for interface development work to/from existing legacy systems. Superior will be responsible for interface development work to/from the TRAKIT system.

When Superior is engaged to create an interface program for following process will be followed:

Task	Superior Role	Customer Role
Validate Interface Scope	Provide input on scope and advise Customer on best practices related to interfaces	Provide input
Discovery between The Customer and the Developer assigned to write the interface. Specifics of the interface are detailed so that both parties have a full understanding.	Lead Task	Participate in discovery and make decisions
Specifications are created by the Interface Developer and sent to the Customer	Create specifications	Provide input and answer questions if necessary
Customer reviews and signs specifications	Revise Specifications as necessary	Review Specifications
Developer creates interface and delivers to the Customer along with documentation of interface.	Create interface and deliver to the Customer	Provide SME to answer questions if necessary
Customer Staff tests results and reports any discrepancies	Answer any questions from Customer as testing is executed	Review interface, test results and provide feedback to Superior
Developer adjusts interface based on the Customer feedback and re-delivers along with updated interface documentation.	Revise interfaced report as necessary	None
Steps 6 and 7 are repeated until sign off in step 9.	-	-
Customer signs off on completion	None	Provide Sign Off

Requirements and Notes

- 1) The Customer is responsible for validating all data transferred into TRAKIT and data transferred from TRAKIT to another application

- 2) Customer will provide Power User/ SME that are familiar with existing data structures in the legacy system to assist with the interface process.
- 3) The Customer resources will provide the expertise in 3rd party data, data mapping and data validation.

5.3 Reports Approach

When Superior is engaged to write reports Superior and the Customer will use the following approach.

Task	Superior Role	Customer Role
Create Scoping Document	Provide input on scope and advise Customer on best practices related to reports	Define initial report and requirements
Discovery between The Customer and the Project Manager. Specifics of the report are detailed so that both parties have a full understanding.	Participate in discovery and make decisions	Document specifications
Specifications or current report samples are created by the Customer and sent to Superior	Develop specifications and send to Customer for review	Provide input and answer questions if necessary
Superior and Customer reviews and signs specifications	Review specifications and provide feedback	Revise Specifications as necessary
Report Writer creates report and delivers to the Customer	Create report	Provide SME to answer questions if necessary
Customer Staff tests results and reports any discrepancies	Answer any questions from Customer as testing is executed	Review and test report. Provide feedback to Superior
Superior Report Writer adjusts report based on the Customer feedback and re-delivers.	Revise Report (if necessary)	None
Steps 6 and 7 are repeated until sign off in step 9.		
Customer signs off on completion	Superior Role	Provide Sign Off

Requirements and Notes:

Customer will provide written specifications and or current samples for all reports Superior has agreed to develop.

5.4 Forms Creation Approach

When Superior is engaged to develop custom Forms, Superior and the Customer will use the following approach.

Task	Superior Role	Customer Role
Validate Forms Scope	Provide input on scope and advise Customer on best practices related to Forms	Define initial Forms and requirements
Discovery between the Customer and the Project Manager. Specifics of the Workflow are detailed so that both parties have a full understanding.	Document forms specifications	Participate in meetings and make decisions
Specifications are created by the Project Manager and sent to Customer	Develop specifications and delivery to Customer	Provide input and answer questions if necessary
The Customer reviews and signs specifications	Revise Specifications as necessary	Review and provide feedback on specifications
Superior Form Developer creates Forms and delivers to the Customer	Create forms	Provide SME to answer questions if necessary
Customer staff tests results and reports any discrepancies	Answer any questions from Customer as testing is executed	Test forms
Superior Form Developer adjusts Forms based on Customer feedback and re-delivers.	Adjust forms based on Customer feedback	None
Steps 6 and 7 are repeated until sign off in step 9.		
Customer signs off on completion	Superior Role	Provide Sign Off

Requirements and Notes:

Customer will use one of Superior’s standard formats. If Superior standard format does not meet requirements, the Customer can have a custom formed created at additional expense.

5.5 Consulting, Configuration, and Testing Approach

Superior Training, Consulting, and Configuration are broadly defined by the below approach.

Task	Superior Role	Customer Role
Customer will complete configuration Workbooks supplied by Superior. The Workbooks are designed to provide Superior staff with the Customer business requirements to assist with set up and configuration.	Provide Workbook and support the Customer as they complete	Complete Workbooks
Superior staff will lead and participate in all phases of the project to make sure the Customer can effectively use TRAKiT	Lead and participate in all phases of the project	Participate in the project
Superior will assess via Business Process Review the Customer's business practices and make recommendations in the best practice use of TRAKiT. These recommendations will be used to guide the use and configuration and use of TRAKiT	Provide thorough business process review and make recommendations	Provide business requirements and describe current business processes and practices
Superior will train End Users on all aspects of TRAKiT so they have adequate knowledge to support and use the software effectively	Train End Users on all aspects of TRAKiT	Participate in all training
Superior will supply configuration options (as necessary) based on the Customer's business practices	Supply configuration options	Make configuration decisions
Superior will work with and train the Customer on the set up and configuration of TRAKiT	Train Customer on set up and configuration	Participate in all necessary set up and configuration
Customer will actively test all configured components of TRAKiT after system is set up and configured by Superior	Support Customer during testing phase	Test and report all discrepancies to Superior

Requirements and Notes:

- 1) Prior to the Business Process Review the Customer is to provide business process workflow and corresponding reports/forms used in daily activities. Sessions are divided among various Departments implementing TRAKiT.
- 2) Customer will create and document a testing plan prior to the beginning of testing.
- 3) Staff with the appropriate skills and experience will be furnished by Superior for each Consulting Session or other review activities, whether onsite or conducted remotely.
- 4) Customer will actively participate in all training, consulting, and configuration of TRAKiT
- 5) The Customer will supply SME's in all areas of the software and will provide information to Superior consultants on business processes, policy, and information in order to set up and configure all areas of TRAKiT.

5.6 Training Approach and Knowledge Transfer

Superior will train both the Customer Power User/ SMEs and End Users as part of this project.

Power User/ SME Training: Superior will conduct training for the Power User/ SME. The following areas are the types of training Superior will conduct with the Customer’s Power User/ SME.

Training Descriptions	Descriptions
Module overviews	Superior staff gives the Customer an overview and understanding of all the modules in TRAKIT which are part of this SOW.
TRAKIT Navigation Training	Basic navigation on the user interface in TRAKIT
Security Training	Superior will train the Customer on all aspects of how to set up and use the Security components in TRAKIT. Customer is responsible for overall Security set up and configuration after training.
TRAKIT Module Configuration and Unit Testing	Superior completed the set-up of TRAKIT and does initial testing.
Process Training	Once TRAKIT is set up, data is converted, and the Customer Power User/ SME has been trained the Customer will fully test. Superior will train the Power User/ SME on how to create and process records using the TRAKIT software. This will prepare the team to conduct testing and to start getting prepared for end user training.
End-User Training	Superior will train end-users assigned by the Customer. Training will be in a classroom environment and will be formally completed after testing is completed and before go live.

6. Project Governance

Project Staffing

The following list provides an overview of committees and positions for Superior and the Customer. Final responsibilities and team members are identified during the implementation-planning phase of the implementation.

6.1 Customer of City of Solana Beach Staffing

Project Sponsor

The Customer's project sponsor provides support to the project by allocating resources, providing strategic direction, communicating key issues about the project and the project's overall importance to the organization. The project sponsor will be involved in the project as needed to provide necessary support, oversight, and guidance, but will not participate in day-to-day activities. The project sponsor will empower the steering committee to make critical business decisions for the Customer.

Executive Steering Committee

The Customer's Steering Committee will understand and support the cultural change necessary for the project and foster throughout the organization an appreciation of the value of an integrated ERP system. The Steering Committee oversees the project team and the project as a whole. Through participation in regular meetings the Steering Committee will remain updated on all project progress, project decisions, and achievement of project milestones. The Steering Committee will also provide support to the project team by communicating the importance of the project to each member's department along with other department directors in the Customer. The Steering Committee is responsible for ensuring that the project has appropriate resources, providing strategic direction to the project team, and is responsible for making timely decisions on critical project or policy issues. The Steering Committee also serves as primary level of issue resolution for the project.

Project Manager

The Customer's project manager will coordinate project team members, Power User/ SME, and the overall implementation schedule. The Project Managers will be responsible for reporting to the Steering Committee and providing the majority of the Customer's change management communications and coaching. The project manager will also be the primary point of contact for the project and will coordinate all Superior activities with the Superior project manager.

Project Core Functional Team Leads

Project team members will be the core functional leads for each area in the system. The project team members have detailed subject matter expertise and are empowered to make appropriate business process and configuration decisions in their respective areas.

The Project Team is tasked with carrying out all project tasks described in the Statement of Work including planning, business process analysis, configuration, documentation, testing, training, and all other required Customer tasks. The Project Team will be responsible for and empowered to implement the new system in the best interests of the Customer consistent with the project goals, project vision, and direction from the Project Manager and Steering Committee.

Requirements and Notes:

- 1) The Customer may have multiple staff providing the roles outlined above
- 2) Skill type is for example purposes only and does not reflect the actual positions at the Customer.

6.2 Superior Staffing

Project Management Organization (PMO)

- Provide support to Project Managers in reporting project progress to Steering Committee as necessary
- Approve and sign off on any material changes to project scope or staffing changes.

Project Manager

- Fulfill Go Live dates
- Support the Customer Project Manager in monitoring and reporting overall implementation progress (duties of both the Customer and Superior)
- Monitor and report progress on Superior's responsibilities
- Immediately notify the Customer Project Manager and Project Sponsor/Steering Committee of any issue that could delay the project
- Fulfill all Superior project deliverables outlined in the SOW.
- Provide Superior Staff according to the project plan
- Facilitate coordination between all Superior departments
- Monitor the schedule and make course corrections as necessary.
- Serve as the point person for all project issues. (First escalation point)
- Prepare weekly status along with weekly project call or meeting
- Provide issue resolution status, tracking, and procedures

Functional Leads and Trainer (Project Manager, Consultants, Developers, and Technical resources)

- Work with the Customer SMEs to design and configure the functional components of the TRAKiT system for optimal long-term use.
- Lead the TRAKiT software configuration with assistance from the Customer's Functional Leads.
- Assist with the resolution of issues
- Trains the Customer core group during the configuration of software
- Create and deliver data conversion programs according to Customer specification and this Statement of Work
- Create and deliver interface programs according to Customer specification and this Statement of Work
- Create and deliver Reports according to this Statement of Work

7. Project Management

Superion's Project Work Plan will consist of the following tools and will be maintained throughout the project.

7.1 Project Schedule

Superion will create a detailed project schedule encompassing the full scope (all phases, including third party activities) of the project within 60 days after contract signing. The Customer's project manager will provide feedback on the project schedule.

The Project Plan will contain:

- All project's activities and tasks
- Dates of project activities and tasks
- Specific resources assigned to project tasks
- All Milestones and Deliverables
- Task dependencies (if applicable)

7.2 Agendas

Superion's project manager will provide a project schedule as part of the work plan. The schedule will outline the planned Superion onsite visits for Superion staff. Agendas for all work sessions will be provided by the Superion Project Manager at least 1 week prior to any on-site meeting. Agendas will include:

- Meeting objective
- Detailed tasks to be performed
- Recommended participants
- Detailed schedule breakdown of meeting topics
- Resources required for each meeting.

7.3 Status Meetings

Superion and the Customer will hold at minimum a bi-weekly meeting on a schedule to be determined.

A regular status meeting with the Power User/ SME members including the Superion and Customer Project Managers. Topics to include.

- Project plan
- Discuss current activities
- Action items from the last meeting
- Project Issues and Risk log
- Milestone or Deliverable

The Customer Project Manager and Steering Committee should participate in status meetings on a bi-weekly basis. Topics to include.

- Project Overview and Status
- Critical issues impacting the project

- Decisions needing steering committee assistance
- Milestone or Deliverable approval

7.4 Status Reports

Superion’s project manager will prepare status reports on a weekly basis for the duration of the project. Status reports will be used to communicate key project information to the Customer’s Project Manager and Steering Committee. Reports are to include:

- Project Status
- Summary of accomplishments
- Late Overdue items
- Status of key milestones deliverables
- Project timeline
- Issues/Risks
- Project Budget

7.5 Issues Log

Superion and Customer will maintain a list of issues (both open and closed) that have been identified for the project. Any project risks, key decisions, issues, disputes, or late tasks shall be identified on the Issues Log.

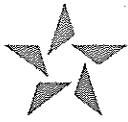
Both Customer and Superion project managers and project team members are responsible for adding items to the issues log. For each identified issue, the following information will be captured:

- Issue Number
- Reported by/date
- Status (i.e. new, open, closed, pending)
- Component unit/Business Process
- Priority
- Issue
- Comments
- Findings
- Recommendations
- Resolution Assignment
- Date Tested (if applicable)
- Date Closed (if applicable)

The Customer and Superion project managers will review the Issues Log as part of regularly scheduled project management meetings or more frequently as required. Once the issue has been assigned, the appropriate project team member(s) are responsible for completing the assigned follow-up tasks and resolving the issue by the assigned due date.

The Customer Project Manager or the Superion project manager may choose to escalate and issue following the issue resolution process defined in this SOW.

Items directly related to TRAKIT will be logged with Superion’s Helpdesk, and tracked in the case system.



7.6 Deliverable and Milestone approval

The Customer will review, approve and provide written sign-off for all Deliverables and Milestones identified in Appendix 1 of the SOW by following the below process:

1. Superior will submit in writing to the Customer a Deliverable or Milestone completion form for each completed Deliverable or milestone.
2. The Customer will identify in writing any required changes, deficiencies, and/or additions necessary, within five (5) business days of receipt of the form for each completed Deliverable or Milestone. If Superior does not receive a signed completion form within five (5) business days and the Customer has not requested additional review time, the Deliverable or Milestone will be deemed accepted.
3. Superior and the Customer will work together to review Deliverable and Milestones which are not approved and create a plan to address. When the Deliverable has been updated or the Milestone achieved a revised form will be submitted. The Customer will then review the Deliverable or Milestone and provide any additional comments on any required changes, deficiencies, and/or additions necessary within five (5) business days of receipt of the updated completion form. This process will be repeated until the Customer grants approval and signoff on the Deliverable or Milestone.
4. In all instances, the terms of section 2.2 will apply in that should substantial changes occur that affects the negotiated project timeline, Superior may provide the Client with a Change Order for additional services to extend the project timeline.

Upon approval of the Deliverable or Milestone, the Customer Project Manager will sign the completion form and shall return it to Superior's Project Manager.

8. Change Requests and Changes to this Scope of Work

The Customer and Superion may request a change to this scope of work by following the process outlined in this section.

Either party may request changes in scope. Such a request is honored by the parties only if it becomes a formal Change Order.

The change order will provide sufficient detail including the following.

- Detailed description of resources (both Customer and Superion) required to perform the change
- Specifications if applicable
- Implementation Plans
- Schedule for completion
- Verification and Approval criteria
- Impact on current milestones and payment schedule
- Additional milestones (if applicable)
- Impact on project goals and objectives
- Price

Either Superion or Customer management may propose a change by submittal of a Change Request to the other party. The other party has five (5) business days (or as mutually agreed upon) to determine whether it agrees to the Change Request. If both parties agree to the Change Request, the change will become a Change Order documented and signed by both parties. If agreement to pursue a Change Order does not occur in five (5) business days of the initiation of the Change Request (or as mutually agreed upon), it is assumed that the Change Request has been rejected and any remaining issues will be identified on the Issues Log and/or follow the Dispute Resolution process identified in Section 9.3.

9. Implementation Schedule, Timeline, Scope Clarification & Miscellaneous Items

9.1 Implementation Schedule

Specific project dates will be mutually determined upon execution of the contract and will be maintained in the Project Plan.

9.2 Facility Requirements

Superion recommends the following facilities be available for the entire life cycle of the project.

1. The Customer will provide an adequate workspace for each onsite Superion consultant, with access to a desktop workstation, network, and close proximity to the Customer Project Team. Adequate breakout and conference space will also be provided.
2. When Superion is onsite, the Customer Project Team should ideally be located near the Superion project members to facilitate good communication and coordination amongst the team members.
3. Customer to provide classroom space, workstations, and networked access to the server for all on-site classes at Customer facilities. If Customer does not have hardware for conducting training, then Superion can provide onsite laptop labs for an additional cost.

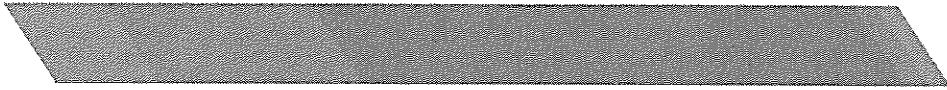
9.3 Dispute Resolution Procedures

The Customer and Superion should anticipate challenging issues to arise throughout the implementation process due to the complex magnitude of this project. In order for challenging issues to be remedied in a timely fashion, the Customer and Superion will utilize the following Dispute Resolution Procedure:

All communication regarding the project should be directed to Superion and Customer’s Project Manager in order to maintain consistent communication between the parties. Scheduled weekly calls/meetings will be maintained between the Superion Project Manager and the Customer’s Project Team (including the Customer’s Project Manager).

All issues or concerns will be discussed actively and openly between Superion’s Project Manager and the Customer’s Project Manager. If issues begin to interfere with the progression of the implementation project, the Customer and/or Superion should escalate challenges to Superion management in the sequence below, as needed:

Contact	Phone	E-mail
Timothy Pease – Mgr., Professional Services	407-304-3938	timothy.pease@superion.com
Jodie Kubiak – Sr. Mgr., Professional Services	407-304-3451	jodie.kubiak@superion.com
Todd Schulte – COO		Todd.schulte@superion.com
Tom Amburgey—General Manager	407.304.3022	tom.amburgey@superion.com
Kevin Lafeber—President and CCO	407.304.3102	kevin.lafeber@superion.com



Escalation to Customer Management Team should be as follows:

Contact	Phone	E-mail

10. Appendix 1: Project Timeline

Target dates for the tasks and milestones will be established during the planning/kick off phase of the project.

Task	Client Responsibilities	Superion Responsibilities
1. Contract Execution	Client signs contract.	Superion signs final contract.
2. Project Hand-Off Call	Client reviews and sets initial Project Timeline dates with Superion.	Superion & Client review Project Timeline; Superion delivers electronic copies of Configuration Guide.
3. Provide access to online environment	Client tests internet connection to environment.	Superion confirms remote access.
4. Initial Data Extract	Client uploads all legacy databases quoted in the contract to Superion's FTP site.	Superion reviews initial data upload.
5. Project Timeline Sign-Off SIGN OFF	Client signs-off on remaining project milestone dates.	Superion provides Client with timeline dates.
6. Database Consultation SIGN OFF	Client conducts meeting with Superion to discuss the data conversion process and a brief review of the data structure. Client signs-off on Data Source Document.	Superion provides suggestions to ensure expectations are reviewed.
7. GIS Consultation SIGN OFF	Client conducts meeting with Superion to discuss the delivery expectations for GIS data.	Superion offers suggestions to ensure expected delivery is achieved. Superion provides a sample 'Map Template' to be used within TRAKIT GIS.
8. Map Template Delivered		The sample map template is also delivered to the client.
9. Delivery of Geodatabase	Client uploads geodatabase onto Superion's FTP site for data mapping.	Superion begins mapping the source tables to the TRAKIT structure.
10. Screenshots of Existing Software	Client provides screenshots of existing software that relate to the data conversion process.	Superion reviews screenshots and begins mapping of data; Superion prepares data mapping document to submit to Client.
11. Demo Existing Legacy Systems	Client conducts an overview of their existing system for Superion.	Superion reviews current legacy systems with Client.
12. Remote Webinar Training Series	Client attends and participates in remote 2-hour webinar training sessions for each Power User/ SME.	Superion conducts webinar training sessions prior to onsite meeting.

Task	Client Responsibilities	Superion Responsibilities
13. Kick-Off Meeting ONSITE	Client attends and participates in Kick-Off Meeting, which includes a review of the Configuration Guide and Workbook.	Superion conducts Kick-Off meeting onsite. Reviews Configuration Guide with all Departments, and assists in completing GeoTRAK data fields. Superion provides workflow samples for future discussions.
14. 1 st Workbook Review Remote Discussion	Client Departments attend review meetings with Superion.	Superion conducts a review of business processes with each Department. Superion ensures that the Configuration Workbook is being updated.
15. 1 st GeoTRAK Workbook Review	Client reviews land data mapping details and configuration information with Superion.	Superion reviews configuration workbook and provides feedback as applicable.
16. Initial Workflows	Client provides initial workflows from various Departments for review.	Superion reviews initial workflows submitted for Business Process Meeting.
17. Business Process Review Meeting ONSITE	Client provides business process workflow and corresponding reports/forms used in daily activities. Sessions are divided among various Departments implementing TRAKiT.	Superion assists the Client with Workbooks, identifies process adaptations, and reviews specifications for reporting requirements.
18. 1 st Conversion Review	Client attends 1 st review call with Superion's data conversion specialist.	Superion to provide list of data conversion questions.
19. 2 nd GeoTRAK Workbook Review	Client reviews the finalized GeoTRAK workbook.	Superion reviews workbook and provides additional feedback as applicable.
20. eTRAKiT Credit Card Gateway	Client provides Superion with eTRAKiT credit card gateway information for integration.	Superion reviews credit card portal and prepares a scope for expectations.
21. 2 nd Workbook & Workflow Review Remote Discussion	Client Departments attend review meetings with Superion.	Superion conducts a review of business processes with each Department. Superion ensures that the Configuration Workbook & Workflows are being updated.
22. 2 nd Conversion Review	Client attends 1 st review call with Superion's data conversion specialist.	Superion to provide list of data conversion questions.
23. Final GeoTRAK Workbook Review	Client submits and reviews the finalized GeoTRAK workbook.	Superion reviews workbook and provides additional feedback as applicable.

Task	Client Responsibilities	Superion Responsibilities
24. Final List of Forms/Reports Due	Client delivers final list of forms and reports and defines custom scripts for additional requirements to Superion to design.	
25. GeoTRAK Workbook Final Collection	Client provides final version of GeoTRAK workbook, including all mapping, custom screen, and spatial join requirements.	Superion collects GeoTRAK workbook, completes those spatial joins being handled by Superion, ensures that mapping is consistent with discussed process.
26. 3 rd Workbook & Workflow Review Remote Discussion	Client Departments attend review meetings with Superion.	Superion conducts a review of business processes with each Department. Superion ensures that the Configuration Workbook & Workflows are being updated.
27. Workbook Review Meeting ONSITE	Client provides Workbooks and copies of needed forms/reports; Client attends department meetings to offer insight into workflow; Client provides complete set of source data for conversion.	Superion collects Client responses to Workbooks; Superion conducts Department meetings to ensure understanding of responses and discuss procedural needs; Superion reviews data to convert with Client.
28. Customer Survey	Client provides feedback on the Superion efforts to date.	Superion conducts a review of the project to date.
29. GeoTRAK Pre-Conversion Review	Client participates in the pre-conversion review.	GIS Specialist and Data Conversion Specialist review GeoTRAK workbook to clarify mapping and conversion details.
30. Project Workbook Draft	Client provides their completed Project Workbook.	Superion reviews the submitted workbook.
31. GeoTRAK Workbook SIGN OFF	Client signs-off on GeoTRAK workbook.	Superion provides finalized GeoTRAK workbook for Client sign-off.
32. Initial Forms/Reports Scope SIGN OFF	Client participate in a review of the Forms/Reports requirements and signs-off on the initial Forms/Reports Scope.	
33. Project Workbook SIGN OFF	Client signs-off on final version of the Workbook.	Superion will utilize the Workbook in configuration of the system.
34. Final Conversion Review	Client attends final review call with Superion's data conversion specialist.	Superion to provide final list of data conversion question and any type of mapping requirements

Task	Client Responsibilities	Superion Responsibilities
35. System Configuration	Client participates and provides additional information as needed by Superion.	Superion configures system according to Workbook responses and meeting discussions; Superion converts historical data; Superion creates/customizes reports and/or forms (e.g. Permit Form).
36. Power User/ SME Training Planning	Client is introduced to Superion Trainer and develops plan for User Training	Superion PM & Trainer meet with client to discuss User Training.
37. Initial Delivery ONSITE	Client will attend the demonstration of the delivery.	Superion installs and demonstrates configured system with various Departments. eTRAKIT validation/preferences are reviewed with Client.
38. Workflow Processes Delivered	Client receives written workflow processes from Superion.	Superion delivers a sample set of workflow processes to Client for review and use during Training.
39. Power User/ SMEs Trained ONSITE	Client will provide meeting space and training computers for up to eight (8) staff.	Superion provides training materials for initial system configuration.
40. Testing Begins SIGN OFF	<p>Client Power User/ SMEs verify accuracy and placement of converted data, forms & reports;</p> <p>Client tests software configuration; Client tests program interfaces; Client tests software customizations; Client notifies Superion of desired changes. Client acknowledges the start of the test process.</p>	Superion receives change requests from Client and makes necessary revisions.
41. 1 st Testing Review	Client reviews data & configuration with project manager via remote sessions.	Superion schedules remote meetings with each Department to review system configuration and Checklists.
42. 1 st Review of Forms/Reports	Client reviews Forms/Reports provided at Initial Delivery and provides comments or sign-off.	Superion receives comments or sign-off from Client and makes adjustments as necessary.
43. Initial Delivery Revisions	Client delivers revision list to Superion.	Superion receives review comments from Client and begins adjusting configured system.
44. External Interface Review	Client tests any external data interfaces provided by Superion; includes land update	Superion reviews any external data import/export routines prepared for Client.



Task	Client Responsibilities	Superion Responsibilities
	routine, accounting interface, and other data import routines.	
45. 2 nd Testing Review	Client reviews data & configuration with project manager via remote sessions.	Superion schedules remote meetings with each Department to review system configuration and Checklists.
46. 2 nd Delivery ONSITE	Client continues review of system.	Superion delivers revisions to Client.
47. GeoTRAK Update Routine SIGN OFF	Client to review and sign-off on GeoTRAK Update Routine document.	Superion provide the GeoTRAK Update Routine document.
48. Customer Survey	Client provides feedback on the Superion efforts since the Workbook Review.	Superion conducts a review of the project since the Workbook review.
49. 3 rd Testing Review	Client reviews data & configuration with project manager via remote sessions.	Superion schedules remote meetings with each Department to review system configuration and Checklists.
50. 2 nd Review of Forms/Reports	Client reviews Forms/Reports provided at 2 nd Delivery and provides comments or sign-off.	Superion receives comments or sign-off from Client and makes adjustments as necessary.
51. 2 nd Delivery Revisions	Client delivers revision list to Superion.	
52. 4 th Testing Review	Client reviews data & configuration with project manager via remote sessions.	Superion schedules remote meetings with each Department to review system configuration and Checklists.
53. 3 rd Delivery	Client continues review of system.	
54. GeoTRAK Update Routine Delivery	Client provides Superion with credentials/access to configure the GeoTRAK Update Routine.	Superion initializes the GeoTRAK Update Routine and Python scripts (in GIS if necessary).
55. GIS Final Review	Client tests map services and updates with Superion.	Superion finalizes GIS configuration for Go Live.
56. Final Review of Forms/Reports	Client reviews Forms/Reports provided at 3 rd Delivery and provides comments or sign-off.	Superion receives comments or sign-off from Client and makes adjustments as necessary.
57. Final Revisions List ONSITE	Client delivers final revision list to Superion.	Superion receives review comments from Client and makes final adjustments.

Task	Client Responsibilities	Superion Responsibilities
58. eTRAKIT Final Connection Validated	Client validates the configuration settings for eTRAKIT portal.	Superion provides remote assistance for eTRAKIT payment portal.
59. 5th Testing Review	Client reviews data & configuration with project manager via remote sessions.	Superion schedules remote meetings with each Department to review system configuration and Checklists.
60. Final Delivery	Client reviews final items submitted.	Superion installs modified system.
61. Go Live Dry Run	Client delivers data in preparation for Go Live.	Superion develops a Go Live schedule for rehearsal with Client prior to actual Go Live.
62. Testing Ends SIGN OFF	Client acknowledges the end of the test process and approves findings before User Training commences.	
63. End User Training Planning	Client develops plan for End User Training.	Superion PM & Trainer meet with client to discuss Training.
64. Client Support Transition Preparation		Superion PM assembles materials necessary to transition the knowledge of the implementation to the Superion Client Support team
65. Client Support Transition Call	Client attends remote discussion with Superion Client Support team.	Superion introduces Client Support team along with expectations for using technical assistance after Go Live.
66. Transition to Live	Client provides final extract of historical data to Superion.	Superion converts data and loads into Client's Environment.
67. End User Training ONSITE	Client provides meeting space and training computers for up to eight (8) staff.	Superion provides training materials for onsite training.
68. General System Administration Training ONSITE	Client End Users attend a mini System Administrator training session prior to Go Live.	Superion conducts an accelerated System Admin session with End Users for user privilege and general configuration management.
69. Go Live ONSITE	Client Goes Live with TRAKIT and eTRAKIT.	Superion provides Go Live support onsite.
70. Follow-up Visit ONSITE	Client assembles various Departments for review with Superion.	Superion conducts an onsite follow-up visit 45 days after Go Live.

Task	Client Responsibilities	Superion Responsibilities
71. Customer Survey	Client provides feedback on the overall project.	Superion conducts a final review of the project implementation.
72. Go-Live System Review REVIEW	Client reviews that Superion has provided and committed to all project deliverables.	Superion provides a letter detailing all project commitments.
System Administrator / Report Writing Training	Client provides System Administrators for training at Superion headquarters.	Superion trains Client staff at designated Superion facility.



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: June 14, 2017
ORIGINATING DEPT: Engineering
SUBJECT: Introduce (1st Reading) Ordinance 477 – Consideration of Subjecting the City of Solana Beach to the California Uniform Public Construction Cost Accounting Act and Consideration of Making Amendments to the Solana Beach Municipal Code for the Purpose of Adopting UPCCAA

BACKGROUND:

Under the California Public Contracting Code (“PCC”) provisions applicable to the City (and other general law cities), all public works projects (i.e., projects to improve infrastructure, buildings, and other capital assets of the City) valued over \$5,000 must be competitively bid under a specific procedure that compels the City to prepare engineering drawings and specifications, to publish the opportunity to bid on the project, and to award a construction contract to the lowest responsive and responsible bidder.

The California Uniform Public Construction Cost Accounting Act (“UPCCAA”) (PCC Section 22000 *et seq.*) was created in 1983 as an alternative bidding procedure designed to reduce costs, expedite the awards process, improve efficiencies, and simplify administration of smaller public projects.

This item is before the City Council to consider the introduction of an ordinance for the City of Solana Beach to participate in the UPCCAA so that the City can use the alternative bidding procedures for smaller projects.

DISCUSSION:

When constructing public projects, the City must follow the PCC. Section 20163 of the PCC requires that any public project in excess of \$5,000 must be publicly bid and

COUNCIL ACTION:

awarded to the lowest responsible bidder. These procedures are intended to ensure that the City obtains good prices, that contractors have an equal playing field, and that the City's contracting process is transparent. For very small projects, few contractors will take the time to prepare a formal bid and supply a bid bond (in the amount of 10% of their bid that covers damages the City may incur if they fail to honor their bid), and those contractors who actually submit formal bids will price these administrative costs into their bids. This puts the City in the position of paying too much for simple projects. Recent examples of this include repairs to the City Hall shingle roof and minor repair and cleaning of the decorative concrete work along Highway 101 and Fletcher Cove Park.

Because the formal bidding requirements are generally designed for large projects and do not work well for smaller projects, the Legislature adopted the UPCCAA to allow participating local governments to use alternative procedures to award projects valued at up to \$175,000. However, participating local governments must take other steps to ensure accountability to the public, transparent accounting practices and fair treatment of contractors. If adopted, the following bidding procedures may be implemented as an alternative to the regular bidding process:

- a) Public projects of \$45,000 or less may be obtained by negotiated contract or by purchase order;
- b) Public projects of \$175,000 or less may be awarded by the informal bidding procedures set forth in the UPCCAA;
- c) Public projects of more than \$175,000 must be awarded by traditional formal bidding procedures.

The UPCCAA also allows a public agency to perform project work with its own workforce in an amount up to \$45,000, if the public agency follows the accounting procedures set forth in the UPCCAA. These accounting procedures basically require an agency to track labor, equipment, material and overhead costs to a specific project.

To allow the City to use the alternative bidding procedures of the UPCCAA, Staff has prepared Resolution No. 2017-092, which is required to become subject to these procedures and to the State's cost account reviewing procedures. The Resolution must be submitted to the State Controller's Office. In order to implement the alternative bidding procedures, attached is proposed Ordinance No. 477. The contracting limits in the UPCCAA are modified from time to time by the California Uniform Construction Cost Accounting Commission. The proposed ordinance provides that when these limits are modified under state law, the modified limits take effect.

The proposed ordinance increases the City's flexibility in awarding public contracts, while maintaining Council control, transparency, accountability and a level playing field for contractors. The UPCCAA accounting procedures are designed to allow agencies to streamline bidding and award procedures in exchange for keeping strict records that allow for periodic auditing by the UPCCAA oversight commission and members of the

public to make sure projects the City constructs itself (i.e., with City Staff or the City acting as a general contractor) are not valued at more than \$175,000 (or \$187,500 for projects that were estimated in good faith at the lower figure but bid just a bit higher). The State Controller has authority to terminate the City's participation in the program if the City should fail to comply with its requirements, and general contractors and the unions which represent their employees monitor local government contracting to ensure these rules are followed. The City's annual audits also provide transparency and ensure that the City's contracting procedures are followed.

It should be noted that while the City may adopt the UPCCAA alternative bidding procedures, the City may choose to follow the standard public bidding requirements for any public works project that it deems the standard bidding procedures would best serve the City or the public interest.

While state law allows for the City Manager to approve contracts for up to \$175,000 under UPCCAA, City Staff proposes to continue to bring to the Council for award any and all agreements over \$25,000 for approval irrespective of what bidding procedures were used.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

Aside from Staff time to implement this new program, there is no cost to adopt the provisions of the UPCCAA. It is anticipated that it will save the City a significant amount of Staff time, especially in reducing the need for processing formal bidding packages and associated legal services.

WORK PLAN:

This item is not mentioned in the Fiscal Year (FY) 2016/2017 Work Plan.

OPTIONS:

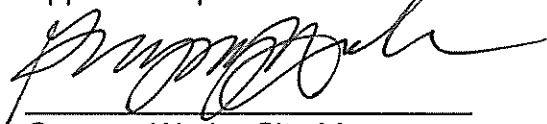
- Approve Staff recommendation.
- Approve Staff recommendation with alternative amendments / modifications.
- Provide direction.

DEPARTMENT RECOMMENDATION:

Staff recommends the City Council consider the alternative bidding procedure in accordance with provisions of the California Uniform Public Construction Cost Accounting Act (UPCCAA). If so desired by the City Council to participate in UPCCAA, Staff recommends introduction of Ordinance No. 477 and Resolution No. 2017-092 that details the formation of the Solana Beach Uniform Public Construction Cost Accounting Policies and Procedures.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution No. 2017-092
2. Ordinance No. 477

RESOLUTION NO. 2017-092

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, TO AUTHORIZE THE CITY TO BECOME SUBJECT TO THE UNIFORM CONSTRUCTION COST ACCOUNTING PROCEDURES AS PROVIDED IN THE CALIFORNIA PUBLIC CONTRACT CODE

WHEREAS, prior to the passage of Assembly Bill No. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies; and

WHEREAS, Public Contract Code ("PCC") section 22000 et seq., the Uniform Public Construction Cost Accounting Act ("Act"), establishes such a uniform cost accounting standard; and

WHEREAS, the Commission established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects; and

WHEREAS, pursuant to PCC Section 22003, adoption of this resolution allows the City of Solana Beach to also utilize the bidding procedures set forth in Article 3 (commencing with Section 22030) when contracting for "maintenance work," as defined in PCC Section 22002, or when contracting for any other work which does not fall within the definition of "public project", as defined in Section 22002.

NOW THEREFORE BE IT RESOLVED by the City Council of Solana Beach that:

1. That the foregoing recitations are true and correct.
2. The City Council elects under Public Contract Code Section 22003 to become subject to the uniform public construction cost accounting procedures set forth in the Act and subject to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended.

3. The City Council directs the City Manager or his designee to notify the State Controller forthwith of this election.

PASSED AND ADOPTED this 14th day of June, 2017, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following:

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

MIKE NICHOLS, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

ORDINANCE NO. 477

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA ADDING CHAPTER 3.10 TO THE MUNICIPAL CODE OF THE CITY OF SOLANA BEACH TO PROVIDE INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNT ACT (SECTION 22000 ET SEQ. OF THE PUBLIC CONTRACT CODE)

WHEREAS, under the California Public Contracting Code ("PCC") provisions applicable to the City, all public works projects valued over \$5,000 must be competitively bid under a specific procedure that compels the City to prepare engineering drawings and specifications, to publish the opportunity to bid on the project, and to award a construction contract to the lowest responsive and responsible bidder; and

WHEREAS, the California Uniform Public Construction Cost Accounting Act ("UPCCAA" or "Act") was created in 1983 as an alternative bidding procedure designed to reduce costs, expedite the awards process, improve efficiencies, and simplify administration of smaller public projects; and

WHEREAS, the Act allows for public project work in the amount of \$45,000 or less to be performed by the public agency's force account, by negotiated contract, or by purchase order per PCC Section 22032(a). Public projects in the amount of \$175,000 or less can use the informal bidding procedures set forth in the Act in PCC Section 22032(b). Public projects at a cost of more than \$175,000 shall use formal bidding procedures to let the contract pursuant to PCC Section 22032(c).

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

Section 1. All of the above statements are true.

Section 2. Chapter 3.10 is hereby added to the Solana Beach Municipal Code ("SBMC") to provide as follows:

Section 3.10.10 Purpose.

The purpose of the following sections is to establish alternative bid procedures for public works projects, as provided for by the California Uniform Public Construction Cost Accounting Act, which may be used rather than the formal bidding procedures required by the California Public Contracting Code and SBMC Chapter 3.08.

Section 3.10.020 Informal Bid Procedures.

Public projects, as defined by the Act and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in Section 22032 et seq., of the Public Contract Code.

Section 3.10.030 Contractors List.

The City shall comply with the requirements of Public Contract Code Section 22034 by developing and maintaining a list of qualified contractors, identified according to categories of work, according to the criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

Section 3.10.040 Notice Inviting Informal Bids.

Where a public project is to be performed which is subject to the provisions of this Chapter, a notice inviting informal bids shall be circulated using one or both of the following alternatives:

1. Notices inviting informal bids may be mailed, faxed, or emailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section 3.10.030.
2. Notices inviting informal bids may be mailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the City department soliciting bids, provided, however:
 - a. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

Section 3.10.050 Award of Contracts. The City Manager or his/her designee is authorized to award informal contracts for up to \$25,000 pursuant to this Chapter.

Section 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Chapter, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Chapter, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

EFFECTIVE DATE: This Ordinance shall be effective thirty (30) days after its adoption. Within fifteen (15) days after its adoption, the City Clerk of the City of Solana Beach shall cause this Ordinance to be published pursuant to the provisions of Government Code Section 36933.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Solana Beach, California, on the 14th day of June, 2017; and

THEREAFTER ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, on the 28th day of June, 2017, by the following vote:

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

MIKE NICHOLS, 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: June 14, 2017
ORIGINATING DEPT: Community Development/City Attorney
SUBJECT: **Adopt (2nd Reading) Ordinance No. 478 to Prohibit the Establishment and Operation of all Commercial Marijuana Activities, Including Marijuana Cultivation, Processing, Delivery, and Dispensary Activities, in the City of Solana Beach**

BACKGROUND:

On May 24, 2017, the City Council introduced Ordinance 478 to prohibit the establishment and operation of all commercial marijuana activities, including marijuana cultivation, processing, delivery, and dispensary activities, in the City of Solana Beach.

This item is before Council to adopt Ordinance 478 removing any ambiguity that its marijuana ban applies to all commercial or recreational marijuana related activities, not just the cultivation, production or delivery of medical marijuana.

DISCUSSION:

SBMC Section 17.60.190 already prohibits the cultivation, use, delivery, and sale of marijuana. Upon review of Section 17.60.190, the ordinance, on its face, appears to ban all marijuana despite its title for the prohibition of medical marijuana activities. Except for the definition of "delivery," this Section of the SBMC does not incorporate the definitions from the Business and Professions Code as established by the Medical Marijuana Regulation and Safety Act (MMRS Act), which would have limited the scope of this ordinance to medical marijuana because the new sections in the Business and Professions Code and Health & Safety Code added by Prop 64 are entirely separate from those state regulations on medical marijuana activities as set forth in the MMRS Act. The City's definitions of "marijuana," "marijuana cultivation," "marijuana processing," "marijuana dispensaries" are not specific to medical marijuana. The City's definition of "marijuana collectives" is specific to medical marijuana, though the definition is not tied to the MMRS Act, and there is no specific prohibition against

CITY COUNCIL ACTION:

medical marijuana collectives apart from the prohibition against marijuana dispensaries in general.

Additionally, the SBMC does not list any type of medical marijuana uses, such as dispensaries, cultivation, manufacturing, processing, distribution, and delivery, as a permitted or conditional use in Zoning Ordinance SBMC Title 17. Thus, medical marijuana uses (or any other marijuana use) have always been prohibited in the City of Solana Beach. Only new uses that are similar to existing uses shall be permitted, permitted with limitations, or conditionally permitted. Because marijuana commercial activities are not similar to any permitted, permitted with limitations, or conditionally permitted use, recreational marijuana activities remain prohibited in the City. In other words, the City's Land Use Code is a "permissive zoning" code. Accordingly, no one can apply for a business permit or establish a business for the commercial cultivation or for the retail sale of recreational marijuana, such as by the establishment of a marijuana collective or dispensary, in the City. Therefore, the cultivation and the processing of marijuana and the establishment of dispensaries in the City are prohibited regardless of the type or purpose for the marijuana.

The proposed marijuana ban does have a few limitations because Prop 64 preempts local regulation of certain activities. Prop 64 provides that local governments can reasonably regulate, but cannot ban, personal indoor cultivation of up to six living marijuana plants within the person's private residence. Indoor cultivation includes cultivation in a greenhouse on the same property as the residence that is not physically part of the home, as long as it is fully enclosed, secure and not visible from a public space. Prop 64, however, continues to allow local governments to regulate, and to ban, personal outdoor cultivation. Prop 64 also prohibits local agencies from preventing the transportation of marijuana through their jurisdiction if the transportation complies with state law and licensing requirements. Similarly, Prop 64 prohibits local agencies from preventing the delivery of marijuana provided the delivery service is in compliance with state and local laws and licensing requirements. Accordingly, the proposed ordinance recognizes that the City's ban on marijuana extends only so far as it is not preempted by state or federal laws.

Finally, it should be noted that Prop 64 bans the smoking of marijuana products in any location that where smoking a tobacco product is prohibited. Consequently, the City's smoking ordinance (SBMC Chapter 6.16) does not need to be updated to prohibit the smoking of marijuana in public.

CEQA COMPLIANCE STATEMENT:

This is not a project as defined by CEQA because there is no development or physical change that would result from the adoption of Ordinance No. 478.

FISCAL IMPACT:

There is no direct impact to the General Fund. Ordinance No. 478 expressly prohibits all commercial marijuana activities, including the delivery, cultivation and dispensing of all marijuana. Only incidental indirect costs would be incurred on law enforcement related to marijuana violations.

WORK PLAN:

N/A

OPTIONS:

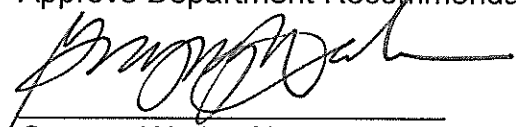
- Approve Staff recommendation and adopt Ordinance No. 478.
- Approve Staff recommendation with alternative amendments/modifications.
- Deny Staff recommendation - If no action is taken and despite the current prohibitions on the deliveries and cultivation of marijuana within the City limits, there is a risk that the state would license commercial marijuana activities in the City.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt (2nd reading) Ordinance 478 prohibiting the delivery, cultivation and dispensing of all marijuana.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Ordinance No. 478

ORDINANCE NO. 478

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, ADDING SECTION 17.60.190 TO THE SOLANA BEACH MUNICIPAL CODE THAT EXPRESSLY PROHIBITS THE ESTABLISHMENT AND OPERATION OF ALL COMMERCIAL MARIJUANA ACTIVITIES, INCLUDING MARIJUANA CULTIVATION, PROCESSING, DELIVERY, AND DISPENSARY ACTIVITIES, IN THE CITY OF SOLANA BEACH

WHEREAS, in 1996, California voters adopted Proposition 215, which is known as the Compassionate Use Act ("CUA") and which is codified as Health & Safety Code Section 11362.5 to allow for the use of medical marijuana for medicinal purposes. The CUA exempts qualified patients and their primary caregivers from criminal liability under state law for the possession and cultivation of marijuana for personal medical use. A qualified patient is an individual who has received a physician's recommendation for the use of marijuana for a medical purpose, and the primary caregiver is someone who has consistently assumed responsibility for the housing, health, or safety of a patient; and

WHEREAS, in 2003, the Legislature adopted the Medical Marijuana Program ("MMP") in Health & Safety Code Section 11362.7 et seq. to clarify lawful medical marijuana practices such as who may possess marijuana and how much of the plant can be cultivated, and to establish a voluntary identification card program. The MMP has been amended to provide that local agencies may regulate the location, operation, or establishment of a medical marijuana cooperative or collective. The MMP provides that a qualified patient or primary caregiver may grow or keep no more than 6 mature or 12 immature marijuana plants, or 8 ounces of dried marijuana (per qualified patient), and that local agencies may set higher limits for the amount of plants or dried marijuana that a qualified patient or primary caregiver may grow or keep; and

WHEREAS, on October 9, 2015, Governor Brown approved the Medical Marijuana Regulation and Safety Act ("The MMRS Act"), which establishes comprehensive, statewide licensure and regulations for commercial medical marijuana activity that respects local control, protects patients, promotes public safety, and preserves the environment. The MMRS Act is comprised of three separate bills: Senate Bill 643 (McGuire), Assembly Bill 243 (Wood), and Assembly Bill 266 (Bonta, Cooley, Lackey and Jones-Sawyer). Only AB 243 and AB 266 affect local regulations. In general, AB 243 relates to medical marijuana cultivation, and AB 266 relates to licensing of cultivation, deliveries, and mobile dispensaries; and

WHEREAS, in response to the MMRS Act, the City Council adopted Ordinance No. 468, which enacted Section 17.60.190 of the Solana Beach Municipal Code ("SBMC") to prohibit the cultivation, processing, and delivery of marijuana as well as to prohibit all other commercial cannabis activities in the form of dispensaries or

collectives. All of these prohibitions apply to any form of marijuana, except for the ban on delivery, which is limited to prohibiting the delivery of medical marijuana; and

WHEREAS, on November 8, 2016, the majority of voters statewide approved Proposition 64 ("Prop 64") to allow for the use and regulation of recreational marijuana. Per the official summary by the Attorney General, the new law:

- Legalizes marijuana under state law, for use by adults 21 or older;
- Designates state agencies to license and regulate marijuana industry;
- Imposes state excise tax of 15% on retail sales of marijuana, and state cultivation taxes on marijuana of \$9.25 per ounce of flowers and \$2.75 per ounce of leaves;
- Exempts medical marijuana from some taxation;
- Establishes packaging, labeling, advertising, and marketing standards and restrictions for marijuana products;
- Prohibits marketing and advertising marijuana directly to minors;
- Allows local regulation and taxation of marijuana;
- Prohibits smoking marijuana in places where smoking tobacco is prohibited; and
- Authorizes resentencing and destruction of records for prior marijuana convictions.

WHEREAS, recently, proposed regulations have been issued by three California state agencies—the Department of Public Health's Office of Manufactured Cannabis Safety ("CDPH"), the Bureau of Cannabis Control ("Bureau"), and the Department of Food & Agriculture ("CDFA"). These regulations would establish specific application requirements and licensing fees for state licenses, institute a track and trace system for medical cannabis, and establish operational requirements for medical cannabis businesses under the MMRS Act. Information from these state agencies suggests that unless a city has a specific ordinance against recreational or commercial marijuana activities, the State will accept and issue licenses for commercial marijuana activities in that jurisdiction, regardless of whether that jurisdiction has permissive zoning; and

WHEREAS, in April, the Governor introduced a budget trailer bill with proposed legislation to reconcile the MMRS Act and Prop 64 without making any substantive changes to Prop 64 that would require a vote of the people. Most of the changes, therefore, affect the medical marijuana laws. Nonetheless, one provision of the trailer bill requires local jurisdictions to provide the State with copies of ordinances related to commercial cannabis activity and local contact information. More importantly, the following provisions from the MMRS Act do not conflict with Prop 64, but are not included in the trailer bill that, by their absence, would affect the City's ability to enforce its marijuana ban:

- A provision expressly empowering local governments to conduct enforcement of state health and safety and other standards if they request and are granted that authority from the relevant state agency;

- A provision expressly empowering local governments to inspect the books of cannabis businesses and conduct audits — vital with any all-cash business; and
- A provision requiring a business' ability to operate to be suspended upon revocation of a local permit, subsequent to the issuance of a state license (consistent with Prop. 64 provision providing that state licenses cannot be issued if they are in violation of local ordinances).

WHEREAS, while currently twenty-eight states and the District of Columbia have laws legalizing marijuana in some form, marijuana cultivation and possession remains a federal crime;

WHEREAS, under former President Barack Obama, the U.S. Government did not prosecute in jurisdictions where marijuana laws exist and are complied with. It is unknown how the current administration will affect federal policy towards the states where either recreational or medical marijuana is permitted; and

WHEREAS, the City is concerned that the reported negative impacts of medical marijuana cultivation, processing and distribution activities will substantially increase for recreational or commercial marijuana, including offensive odors, illegal sales and distribution of marijuana, trespassing, theft, violent robberies and robbery attempts, fire hazards, and problems associated with mold, fungus, and pests; and

WHEREAS, the City is concerned that the recreational use of marijuana in the City and the commercial availability of marijuana in the City will attract greater felony behavior, increase crime in the City, and lead to the exploitation of children; and

WHEREAS, the City is highly concerned of the likelihood of a severe increase in fatal crashes or incidents involving drivers who recently used marijuana should marijuana be commercially available in the City; and

WHEREAS, the City is concerned for the health and safety of its residents should marijuana be commercially available in the City; and

WHEREAS, based on the experiences of other cities and states where recreational marijuana is allowed, these negative effects on the public health, safety, and welfare are likely to occur, and continue to occur, in the City due to the establishment and operation of commercial marijuana activities; and

WHEREAS, based on the findings above, the potential establishment of commercial marijuana activities in the City without an express ban on such activities poses a current and immediate threat to the public health, safety, and welfare in the City due to the negative impacts of such activities as described above; and

WHEREAS, the issuance or approval of business licenses, subdivisions, use permits, variances, building permits, or any other applicable entitlement for commercial

marijuana activities, including marijuana cultivation, processing, delivery, and/or distribution, will result in the aforementioned threat to public health, safety, and welfare; and

WHEREAS, it is in the interest of the City, its residents, and its lawfully permitted businesses that the City adopt this ordinance to expressly prohibit the establishment and operation of all marijuana commercial activities, including marijuana cultivation, processing, delivery, and dispensary activities as well as the issuance of any use permit, variance, building permit, or any other entitlement, license, or permit for any such activity, except where the City is preempted by federal or state law from enacting a prohibition on any such activity or a prohibition on the issuance of any use permit, variance, building permit, or any other entitlement, license, or permit for any such activity.

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

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

Section 2. Section 17.60.190 of the Solana Beach Municipal Code is hereby amended to read as follows:

17.60.190 Prohibited Marijuana Activities

A. Legislative Findings and Statement of Purpose:

1. The city council finds that prohibitions on commercial marijuana activities, marijuana cultivation, marijuana processing, marijuana delivery, and marijuana dispensaries are necessary for the preservation and protection of the public health, safety, and welfare for the city and its community and is consistent with federal law that makes the manufacture, possession or use of marijuana to be a crime. The city council's prohibition of such activities is within the authority conferred upon the city council by federal and state law.

2. On October 9, 2015, the Governor signed the "Medical Marijuana Regulation and Safety Act" (the "MMRS Act") into law. The MMRS Act becomes effective January 1, 2016, and contains new statutory provisions that allow local agencies to regulate or ban the cultivation, storage, manufacture, transport, delivery, provision, or other related activities pertaining to medical marijuana.

3. The City Council finds that the State is not authorized to issue a license for the cultivation of medical marijuana within the City because Health & Safety Code Section 11362.777(b)(3) provides that the Department of Food and Agriculture may not issue a State license to cultivate medical marijuana within a city that prohibits cultivation.

4. The City Council further finds that state licensed dispensaries shall not deliver medical marijuana within the City because Business & Professions Code Section 19340(a) expressly prohibits the delivery of marijuana in a local jurisdiction that has explicitly prohibited the delivery by ordinance.

5. On November 8, 2016, the state voters approved the Adult Use of Marijuana Act, also identified as Proposition 64 ("Prop 64"). Prop 64 legalized adult non-medical use of marijuana and established a state licensing scheme for non-medical marijuana facilities largely patterned on the MMRS Act, and generally: (1) allows adults 21 years and older to possess up to one ounce of marijuana and cultivate up to six plants for personal use; (2) regulates and taxes the production, manufacture, and sale of marijuana for adult use; (3) allows local regulation and taxation of marijuana; (4) prohibits smoking marijuana in places where smoking tobacco is prohibited and (5) rewrites criminal penalties so as to reduce the most common marijuana felonies to misdemeanors and allow prior offenders to petition for reduced charges. Prop 64, similar to the MMRS Act, allows cities and counties to prohibit the establishment of non-medical facilities and licenses that are provided under Prop 64, providing for minimal personal use exceptions.

6. The city council finds that the state is not authorized to issue licenses for commercial marijuana activities within the city because Business & Professions Code Section 26055(e) provides that the state may not issue a state license for any commercial marijuana activities within a city that prohibits such activities.

B. Definitions. For purposes of this Section, the following definitions shall apply:

1. "Commercial marijuana activity" includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, labeling, transportation, distribution, delivery, or sale of marijuana and marijuana products.

2. "Delivery" means the commercial transfer of marijuana or marijuana products to a customer, qualified patient or primary caregiver. "Delivery" also includes the use by a marijuana dispensary or retailer of any technology platform owned and controlled by a marijuana dispensary or retailer that enables customers, qualified patients, or primary caregivers to arrange for or facilitate the commercial transfer by a licensed dispensary or retailer of marijuana or marijuana products.

3. "Marijuana" means any or all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin or separated resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin, including marijuana infused in foodstuff or any other ingestible or consumable product containing marijuana. The term "marijuana" shall also include "medical marijuana" as such phrase is used in the August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, as may be amended from time to time, that was issued by the office of the Attorney General for the state of

California or subject to the provisions of California Health and Safety Code Section 11362.5 (Compassionate Use Act of 1996) or California Health and Safety Code Sections 11362.7 to 11362.83 (Medical Marijuana Program Act).

4. "Marijuana Cultivation" means growing, planting, harvesting, drying, curing, grading, trimming, or processing of marijuana.

5. "Marijuana Processing" means any method used to prepare marijuana or its byproducts for commercial retail and/or wholesale, including but not limited to: drying, cleaning, curing, packaging, and extraction of active ingredients to create marijuana related products and concentrates.

6. "Marijuana Dispensary" or "Marijuana Dispensaries" means any business, office, store, facility, location, retail storefront or wholesale component of any establishment, cooperative or collective that delivers whether mobile or otherwise, dispenses, distributes, exchanges, transmits, transports, sells or provides marijuana to any person for any reason, including members of any medical marijuana cooperative or collective consistent with the August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, as may be amended from time to time, that was issued by the office of the Attorney General for the state of California, or for the purposes set forth in California Health and Safety Code Section 11362.5 (Compassionate Use Act of 1996) or California Health and Safety Code Sections 11362.7 to 11362.83 (Medical Marijuana Program Act).

7. "Medical marijuana collective" or "cooperative or collective" means any group that is collectively or cooperatively cultivating and distributing marijuana for medical purposes that is organized in the manner set forth in the August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, as may be amended from time to time, that was issued by the office of the Attorney General for the state of California or subject to the provisions of California Health and Safety Code Section 11362.5 (Compassionate Use Act of 1996) or California Health and Safety Code Sections 11362.7 to 11362.83 (Medical Marijuana Program Act).

C. Prohibited Activities. Commercial marijuana activities, marijuana cultivation, marijuana processing, marijuana delivery, and marijuana dispensaries shall be prohibited activities in the City, except where the City is preempted by federal or state law from enacting a prohibition on any such activity. No use permit, variance, building permit, or any other entitlement, license, or permit, whether administrative or discretionary, shall be approved or issued for commercial marijuana activities, marijuana cultivation, marijuana processing, marijuana delivery, or the establishment or operation of a marijuana dispensary or medical marijuana collective in the City, and no person shall otherwise establish or conduct such activities in the City, except where the City is preempted by federal or state law from enacting a prohibition on any such activity for which the use permit, variance, building permit, or any other entitlement, license, or permit is sought.

D. Public Nuisance. Any violation of this chapter is hereby declared to be a public nuisance.

E. Violations. To the extent not preempted by state law, any person or business that violates any provision of this section shall be subject to the enforcement provisions of Chapters 1.16 and 1.18 of this Code.

Section 3. The City Council finds that this Ordinance is exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) because there is no possibility that the activity in question may have a significant effect on the environment.

Section 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Chapter, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Chapter, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

EFFECTIVE DATE: This Ordinance shall be effective thirty (30) days after its adoption. Within fifteen (15) days after its adoption, the City Clerk of the City of Solana Beach shall cause this Ordinance to be published pursuant to the provisions of Government Code Section 36933.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Solana Beach, California, on the 24th day of May, 2017; and

THEREAFTER ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, on the 14th day of June, 2017, by the following vote:

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

MIKE NICHOLS, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk