AGENDA

Joint REGULAR Meeting
Wednesday, November 13, 2019 * 6:00 p.m.
City Hall / Council Chambers, 635 S. Highway 101, Solana Beach, California

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

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

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

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.

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

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

CITY COUNCILMEMBERS

David A. Zito, Mayor
Jewel Edson, Deputy Mayor
Judy Hegena, Councilmember
Kristi Becker, Councilmember
Kelly Harless, 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:

FLAG SALUTE:

APPROVAL OF AGENDA:

PROCLAMATIONS/CERTIFICATES: Ceremonial
1. International Kindness Pledge
2. Workplace Gender Equity Day

PRESENTATIONS: Ceremonial items that do not contain in-depth discussion and no action/direction.
None at the posting of this agenda

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.4.)
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 October 05 – October 25, 2019.

Item A.1. Report (click here)
Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk’s Office.


Recommendation: That the City Council

1. Receive the report listing changes made to the Fiscal Year 2019-2020 General Fund Adopted Budget.

Item A.2. Report (click here)
Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk’s Office.

A.3. Community Development Agreements (File 0600-40)

Recommendation: That the City Council

1. Adopt Resolution 2019-143 authorizing the City Manager to execute a Professional Services Agreement with Hogan Law APC.

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.


Recommendation: That the City Council

1. Adopt Resolution 2019-148 approving the proposed art as the fulfillment of the Master Art Policy (MAP) and authorize staff to refund the $14,250.77 Public Art Fee (PAF) for the private development project once the art has been installed and the final occupancy for the project have been granted.

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.

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.5.)
This portion of the agenda provides citizens an opportunity to express their views on a specific issue as required by law after proper noticing by submitting a speaker slip (located on the back table) to the City Clerk. After considering all of the evidence, including written materials and oral testimony, the City Council must make a decision supported by findings and the findings must be supported by substantial evidence in the record. An applicant or designee(s) for a private development/business project, for which the public hearing is being held, is allotted a total of fifteen minutes to speak, as per SBMC 2.04.210. A portion of the fifteen minutes may be saved to respond to those who speak in opposition. All other speakers have three minutes each. Please be aware of the timer light on the Council Dais.

B.1. Schedule of Fees Update (File 0390-23)
Recommendation: That the City Council

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

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. Community Development Block Grant Funds – ADA Pedestrian Ramp Improvements Fiscal Year 2020-2021 (File 0390-32)
The proposed project meets the minimum objective requirements under the SBMC, may be found to be consistent with the General Plan and may be found, as conditioned, to meet the discretionary findings required as discussed in this report to approve a DRP and administratively issue a SDP. Therefore, Staff recommends that the City Council:

2. Adopt Resolution 2019-146:
   a. Finding that the funding request and project implementation are exempt from the California Environmental Quality Act pursuant to the State CEQA Guidelines.
   b. Approving the list of public street ADA ramp locations.
   c. Requesting FY 2020-21 Community Development Block Grant Funds for ADA pedestrian ramp improvements at various public street intersections.
   d. Finding that all of FY 2020-21 CDBG funds, presently estimated at a total of $44,520, are designated to be used for ADA pedestrian ramp improvements.
   e. Authorizing the City Manager to execute the County contract for management and implementation of the CDBG program.

Item B.2. Report (click here)
Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk’s Office.
B.3. **Introduce (1st Reading) Ordinance 507 - Floodplain Overlay Zone** (File 0610-10)

2. If the Council could make the findings as required under SMBC section 17.76.070, introduce **Ordinance 507** to amend the Solana Beach Floodplain Overlay Zone (Sections 17.80.020, 17.80.090, 17.80.110, 17.80.120, 17.80.140, 17.80.150 and 17.80.200) of the SBMC.

**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.

B.4. **Public Hearing: 710 W. Solana Circle, Applicant: Hoverman, Case 17-18-29.** (File 0600-40)

The proposed project meets the minimum objective requirements under the Park Del Mar Development regulations and the underlying SBMC, could be found to be consistent with the General Plan and could 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:

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 2019-147** conditionally approving a DRP to allow for the construction of a new 1,997 square foot one-story, single-family residence and garage at 710 West Solana Circle.

**Item B.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.

B.5. **Public Hearing: Mixed Use Development at the Northwest Corner of South Highway 101 and Dahlia Drive, Applicant: Zephyr Partners, Case 17-14-08.** (File 0600-40)

The proposed DRP condition amendments meet the minimum objective requirements under the SBMC and may be found consistent with the Highway 101 Specific Plan and General Plan. Therefore, Staff recommends that the City Council:

2. If the City Council makes the requisite findings to approve the request for a SUB/DRP/SDP/CSP Modification, adopt **Resolution 2019-139** to revise specific conditions of approval in Resolution No. 2018-099 as well as modifications to the Mixed Use Development at the Northwest Corner of S. Highway 101 and Dahlia Drive, Solana Beach.

**Item B.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.
C. STAFF REPORTS: (C.1. - C.3.)
Submit speaker slips to the City Clerk.

C.1. Proposed Netly Cabinet Locations for Fiber Optic Network in Public Right of Way (File 1000-10-05)

Recommendation: That the City Council

1. Receive report and provide direction as necessary for the proposed Netly cabinet locations and possible wrapping design options.

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. Adopt (2nd Reading) Ordinance 506 – Building and Fire Code Updates (File 0250-70)

Recommendation: That the City Council

1. Adopt Ordinance 506 (2nd Reading) amending Title 15 of the Solana Beach Municipal Code.

Item C.2. Report (click here)

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

C.3. Clean Energy Alliance (CEA) Upfront Costs. (File 1010-46)

Recommendation: That the City Council

1. Adopt Resolution 2019-150:
   a. Authorizing the City to provide $150,000 for the City’s equal share in upfront costs to develop CEA for FY 2019/2020.
   b. Authorizing the City Manager to negotiate a no-interest Cost Reimbursement for Member Agency Support Agreement with CEA.

Item C.3. Report (click here)

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

WORK PLAN COMMENTS:
Adopted June 12, 2019

COMPENSATION & REIMBURSEMENT DISCLOSURE:
GC: Article 2.3. Compensation: 53232.3. (a) Reimbursable expenses shall include, but not be limited to, meals, lodging, and travel. 53232.3 (d) Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency “City” at the next regular meeting of the legislative body.
COUNCIL COMMITTEE REPORTS: Council Committees

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

STANDING COMMITTEES: (All Primary Members) (Permanent Committees)
b. Fire Dept. Management Governance & Organizational Evaluation – Harless, Hegenauer  
c. Highway 101 / Cedros Ave. Development Committee – Edson, Becker  
d. Parks and Recreation Committee – Zito, Harless  
e. Public Arts Committee – Edson, Hegenauer  
f. School Relations Committee – Hegenauer, Harless  
g. Solana Beach-Del Mar Relations Committee – Zito, Edson

ADJOURN:

Special Meeting Scheduled for November 20, 2019  
Next Regularly Scheduled Meeting is December 11, 2019  
Always refer the City’s website Event Calendar for updated schedule or contact City Hall.  
www.cityofsolanabeach.org  858-720-2400
I, Angela Ivey, City Clerk of the City of Solana Beach, do hereby certify that this Agenda for the November 13, 2019 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 November 5, 2019 at 5:20 p.m. on the City Bulletin Board at the entrance to the City Council Chambers. Said meeting is held at 6:00 p.m., November 13, 2019, 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 Citizen Commission’s Agenda webpages or the City’s Events Calendar for updates.

- Budget & Finance Commission
  Thursday, November 21, 2019, 5:30 p.m. (City Hall)
- Climate Action Commission
  Wednesday, December 18, 2019, 5:30 p.m. (City Hall)
- Parks & Recreation Commission
  Thursday, November 14, 2019, 4:00 p.m. (Fletcher Cove Community Center)
- Public Arts Commission
  Tuesday, November 26, 2019, 5:30 p.m. (City Hall)
- View Assessment Commission
  Tuesday, November 19, 2019, 6:00 p.m. (Council Chambers)
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.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Register of Demands- 10/05/19 through 10/25/19</td>
<td>$1,137,021.26</td>
</tr>
<tr>
<td>Check Register-Disbursement Fund (Attachment 1)</td>
<td>$4,100.00</td>
</tr>
<tr>
<td>Council Payroll</td>
<td>October 10, 2019</td>
</tr>
<tr>
<td>Federal &amp; State Taxes</td>
<td>October 10, 2019</td>
</tr>
<tr>
<td>PERS Retirement (EFT)</td>
<td>October 10, 2019</td>
</tr>
<tr>
<td>Net Payroll</td>
<td>October 18, 2019</td>
</tr>
<tr>
<td>Federal &amp; State Taxes</td>
<td>October 18, 2019</td>
</tr>
<tr>
<td>PERS Retirement (EFT)</td>
<td>October 18, 2019</td>
</tr>
<tr>
<td>Retirement Payroll</td>
<td>October 23, 2019</td>
</tr>
<tr>
<td>Federal &amp; State Taxes</td>
<td>$219,751.87</td>
</tr>
<tr>
<td>PERS Retirement (EFT)</td>
<td>$58,242.30</td>
</tr>
<tr>
<td>Retirement Payroll</td>
<td>$92,028.73</td>
</tr>
<tr>
<td></td>
<td>$9,868.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$1,521,938.99</td>
</tr>
</tbody>
</table>

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 October 5, 2019 through October 25, 2019 reflects total expenditures of $1,521,938.99 from various City funding sources.
WORK PLAN:
N/A

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

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

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.

/ Gregory Wade, City Manager

Attachments:

1. Check Register – Disbursement Fund
<table>
<thead>
<tr>
<th>CASH ACCT</th>
<th>CHECK NO</th>
<th>ISSUE DT</th>
<th>VENDOR</th>
<th>NAME</th>
<th>BUDGET UNIT</th>
<th>-----DESCRIPTION-----</th>
<th>SALES TAX</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1011</td>
<td>95958</td>
<td>10/10/19</td>
<td>1135</td>
<td>AFFORDABLE PIPELINE SERV</td>
<td>I -SEWR CLEANING- FD</td>
<td>0.00</td>
<td>435.00</td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95958</td>
<td>10/10/19</td>
<td>1135</td>
<td>AFFORDABLE PIPELINE SERV</td>
<td>H-STORM DRAIN MAINT</td>
<td>0.00</td>
<td>1,140.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,575.00</td>
</tr>
<tr>
<td>1011</td>
<td>95959</td>
<td>10/10/19</td>
<td>4832</td>
<td>AT&amp;T CALNET 3</td>
<td>59090007700</td>
<td>9391012277 8/24-9/23</td>
<td>0.00</td>
<td>13.46</td>
</tr>
<tr>
<td>1011</td>
<td>95959</td>
<td>10/10/19</td>
<td>4832</td>
<td>AT&amp;T CALNET 3</td>
<td>00165006540</td>
<td>9391012277 8/24-9/23</td>
<td>0.00</td>
<td>44.64</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>58.10</td>
</tr>
<tr>
<td>1011</td>
<td>95960</td>
<td>10/10/19</td>
<td>5174</td>
<td>MEGAN BAVIN</td>
<td>001</td>
<td>CCAC-BAVIN</td>
<td>0.00</td>
<td>10.21</td>
</tr>
<tr>
<td>1011</td>
<td>95960</td>
<td>10/10/19</td>
<td>5174</td>
<td>MEGAN BAVIN</td>
<td>001</td>
<td>CCAC ANNLS CONF-BAVIN</td>
<td>0.00</td>
<td>80.04</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>90.25</td>
</tr>
<tr>
<td>1011</td>
<td>95961</td>
<td>10/10/19</td>
<td>5120</td>
<td>BAYSHORE CONSULTING GROU</td>
<td>CCA PROF SVC-SEP</td>
<td>0.00</td>
<td>1,650.00</td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95961</td>
<td>10/10/19</td>
<td>5120</td>
<td>BAYSHORE CONSULTING GROU</td>
<td>CCA PROF SVC-AUG</td>
<td>0.00</td>
<td>1,687.50</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,337.50</td>
</tr>
<tr>
<td>1011</td>
<td>95962</td>
<td>10/10/19</td>
<td>2424</td>
<td>BJ'S RENTALS</td>
<td>00165006570</td>
<td>LIFT SCISSOR</td>
<td>0.00</td>
<td>498.18</td>
</tr>
<tr>
<td>1011</td>
<td>95963</td>
<td>10/10/19</td>
<td>2631</td>
<td>CLEAN STREET</td>
<td>00165006550</td>
<td>STREET SWT-AUG</td>
<td>0.00</td>
<td>3,364.00</td>
</tr>
<tr>
<td>1011</td>
<td>95963</td>
<td>10/10/19</td>
<td>2631</td>
<td>CLEAN STREET</td>
<td>00165006550</td>
<td>STREET SWT-SEP</td>
<td>0.00</td>
<td>3,364.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6,728.00</td>
</tr>
<tr>
<td>1011</td>
<td>95964</td>
<td>10/10/19</td>
<td>5111</td>
<td>CORELOGIC SOLUTIONS, LLC</td>
<td>PROPERTY PRO DATA-SEP</td>
<td>0.00</td>
<td>96.83</td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95965</td>
<td>10/10/19</td>
<td>2629</td>
<td>D &amp; D DISPOSAL INC</td>
<td>00160006130</td>
<td>ANIMAL DISPOSAL-AUG</td>
<td>0.00</td>
<td>260.00</td>
</tr>
<tr>
<td>1011</td>
<td>95966</td>
<td>10/10/19</td>
<td>5543</td>
<td>DOMUSSTUDIO ARCHITECTURE</td>
<td>45094946510</td>
<td>9449.01 MS CNTR-AUG</td>
<td>0.00</td>
<td>11,367.50</td>
</tr>
<tr>
<td>1011</td>
<td>95967</td>
<td>10/10/19</td>
<td>269</td>
<td>DUDER &amp; ASSOCIATES INC.</td>
<td>5099836510</td>
<td>9833 PUMP STN-PHS AUG</td>
<td>0.00</td>
<td>2,090.69</td>
</tr>
<tr>
<td>1011</td>
<td>95968</td>
<td>10/10/19</td>
<td>5610</td>
<td>ERGOSTOP INC.</td>
<td>12050005460</td>
<td>CH STANDING DESK</td>
<td>0.00</td>
<td>2,054.57</td>
</tr>
<tr>
<td>1011</td>
<td>95969</td>
<td>10/10/19</td>
<td>11</td>
<td>ICHM RETIREMENT TRUST-45</td>
<td>001</td>
<td>ICHM PD 10/10/19</td>
<td>0.00</td>
<td>7,559.21</td>
</tr>
<tr>
<td>1011</td>
<td>95970</td>
<td>10/10/19</td>
<td>5399</td>
<td>INBOUND DESIGN INC.</td>
<td>55000007750</td>
<td>SEA WEBSITE MANT-OCT</td>
<td>0.00</td>
<td>49.00</td>
</tr>
<tr>
<td>1011</td>
<td>95971</td>
<td>10/10/19</td>
<td>1679</td>
<td>INTERN'L INSTIT. MUNICI</td>
<td>00150005150</td>
<td>ANNUAL MEMBERSHIP-BAVIN</td>
<td>0.00</td>
<td>135.00</td>
</tr>
<tr>
<td>1011</td>
<td>95972</td>
<td>10/10/19</td>
<td>1075</td>
<td>IRON MOUNTAIN</td>
<td>00150005150</td>
<td>RECORDS STRG-SEP</td>
<td>0.00</td>
<td>559.77</td>
</tr>
<tr>
<td>1011</td>
<td>95973</td>
<td>10/10/19</td>
<td>87</td>
<td>ISLA VERDE HOA</td>
<td>20575007530</td>
<td>LANDSCAPE MAINT-SEP</td>
<td>0.00</td>
<td>425.00</td>
</tr>
<tr>
<td>1011</td>
<td>95974</td>
<td>10/10/19</td>
<td>2562</td>
<td>LALLEY CONSTRUCTION</td>
<td>00165006570</td>
<td>DISPOSAL CLEAN-CH</td>
<td>0.00</td>
<td>97.50</td>
</tr>
<tr>
<td>1011</td>
<td>95974</td>
<td>10/10/19</td>
<td>2562</td>
<td>LALLEY CONSTRUCTION</td>
<td>00165006570</td>
<td>INLAY PLAQUE-TIDE PK</td>
<td>0.00</td>
<td>260.00</td>
</tr>
<tr>
<td>1011</td>
<td>95974</td>
<td>10/10/19</td>
<td>2562</td>
<td>LALLEY CONSTRUCTION</td>
<td>00165006570</td>
<td>MAIN AIR COM INSTL-FD</td>
<td>0.00</td>
<td>1,170.00</td>
</tr>
<tr>
<td>1011</td>
<td>95974</td>
<td>10/10/19</td>
<td>2562</td>
<td>LALLEY CONSTRUCTION</td>
<td>00165006570</td>
<td>THRM P-TRAP FIX-CH</td>
<td>0.00</td>
<td>325.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,852.50</td>
</tr>
<tr>
<td>1011</td>
<td>95975</td>
<td>10/10/19</td>
<td>5200</td>
<td>CHARLES MEAD</td>
<td>00150005400</td>
<td>POL/LEGAL FNDTN-MEAD</td>
<td>0.00</td>
<td>690.00</td>
</tr>
<tr>
<td>1011</td>
<td>95976</td>
<td>10/10/19</td>
<td>9549</td>
<td>MICHAEL BAKER INTERNATIONAL</td>
<td>22093826510</td>
<td>9382.03 LSF CORR-III</td>
<td>0.00</td>
<td>23,295.17</td>
</tr>
<tr>
<td>1011</td>
<td>95976</td>
<td>10/10/19</td>
<td>9549</td>
<td>MICHAEL BAKER INTERNATIONAL</td>
<td>22893826510</td>
<td>9382.03 LSF CORR-III</td>
<td>0.00</td>
<td>2,588.35</td>
</tr>
<tr>
<td>CASH ACCT CHECK NO</td>
<td>ISSUE DT VENDOR</td>
<td>NAME</td>
<td>BUDGET UNIT</td>
<td>-----DESCRIPTION-----</td>
<td>SALES TAX</td>
<td>AMOUNT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
<td>----------------</td>
<td>------</td>
<td>-------------</td>
<td>------------------------</td>
<td>-----------</td>
<td>--------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95977</td>
<td>10/10/19 2106</td>
<td>MIKHAIL OGAWA ENGINEERIN</td>
<td>JURMP-AUG</td>
<td>0.00</td>
<td>25,883.52</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95978</td>
<td>10/10/19 5407</td>
<td>PJ CASTORENA, INC.</td>
<td>CCA WKLY 09/16 &amp; 9/23</td>
<td>0.00</td>
<td>105.53</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95978</td>
<td>10/10/19 5407</td>
<td>PJ CASTORENA, INC.</td>
<td>CCA WKLY ENRL-09/30</td>
<td>0.00</td>
<td>120.96</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95979</td>
<td>10/10/19 4522</td>
<td>NISSHO OF CALIFORNIA</td>
<td>MAINLINE RPR ON 101</td>
<td>0.00</td>
<td>110.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95979</td>
<td>10/10/19 4522</td>
<td>NISSHO OF CALIFORNIA</td>
<td>LC VALVE REPLACED</td>
<td>0.00</td>
<td>489.78</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95980</td>
<td>10/10/19 2019</td>
<td>NORTH COUNTY EVS. INC</td>
<td>ON CALL REPAIR-08/08</td>
<td>0.00</td>
<td>6,416.51</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95981</td>
<td>10/10/19 4797</td>
<td>PAMELA ELLIOTT LANDSCAPE</td>
<td>1717.23/809 SEABRIGHT</td>
<td>0.00</td>
<td>250.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95981</td>
<td>10/10/19 4797</td>
<td>PAMELA ELLIOTT LANDSCAPE</td>
<td>1718.23/431 MARVIEW</td>
<td>0.00</td>
<td>250.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95981</td>
<td>10/10/19 4797</td>
<td>PAMELA ELLIOTT LANDSCAPE</td>
<td>1716.31/826 SEABRIGHT</td>
<td>0.00</td>
<td>250.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95981</td>
<td>10/10/19 4797</td>
<td>PAMELA ELLIOTT LANDSCAPE</td>
<td>1718.01/236 PATTY HIL</td>
<td>0.00</td>
<td>250.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95981</td>
<td>10/10/19 4797</td>
<td>PAMELA ELLIOTT LANDSCAPE</td>
<td>1719.06/625 S CEDROS</td>
<td>0.00</td>
<td>250.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95981</td>
<td>10/10/19 4797</td>
<td>PAMELA ELLIOTT LANDSCAPE</td>
<td>1719.03/640 VIA DE LA</td>
<td>0.00</td>
<td>250.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95981</td>
<td>10/10/19 4797</td>
<td>PAMELA ELLIOTT LANDSCAPE</td>
<td>1717.47/127-129 N GRA</td>
<td>0.00</td>
<td>250.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95981</td>
<td>10/10/19 4797</td>
<td>PAMELA ELLIOTT LANDSCAPE</td>
<td>1717.07/801 GENEVIE</td>
<td>0.00</td>
<td>250.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95981</td>
<td>10/10/19 4797</td>
<td>PAMELA ELLIOTT LANDSCAPE</td>
<td>1717.23/809 SEABRIGHT</td>
<td>0.00</td>
<td>250.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95981</td>
<td>10/10/19 4797</td>
<td>PAMELA ELLIOTT LANDSCAPE</td>
<td>1719.09/632 MARVIEW</td>
<td>0.00</td>
<td>250.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95981</td>
<td>10/10/19 4797</td>
<td>PAMELA ELLIOTT LANDSCAPE</td>
<td>1717.33/809 SEABRIGHT</td>
<td>0.00</td>
<td>250.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95981</td>
<td>10/10/19 4797</td>
<td>PAMELA ELLIOTT LANDSCAPE</td>
<td>1719.09/632 MARVIEW</td>
<td>0.00</td>
<td>250.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95981</td>
<td>10/10/19 4797</td>
<td>PAMELA ELLIOTT LANDSCAPE</td>
<td>1717.36/850 AVOCADO</td>
<td>0.00</td>
<td>375.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95981</td>
<td>10/10/19 4797</td>
<td>PAMELA ELLIOTT LANDSCAPE</td>
<td>DRF19003/521 S KILOS</td>
<td>0.00</td>
<td>375.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95982</td>
<td>10/10/19 5340</td>
<td>PAUL BASORE</td>
<td>LIVESCAN-BASORE</td>
<td>0.00</td>
<td>20.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95983</td>
<td>10/10/19 2257</td>
<td>PORTILLO CONCRETE, INC</td>
<td>9320.01 GLENCREST-SEP</td>
<td>0.00</td>
<td>408.65</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95983</td>
<td>10/10/19 2257</td>
<td>PORTILLO CONCRETE, INC</td>
<td>9320.01 GLENCREST RT-SEP</td>
<td>0.00</td>
<td>291.35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95983</td>
<td>10/10/19 2257</td>
<td>PORTILLO CONCRETE, INC</td>
<td>9320.01 GLENCREST CT-SEP</td>
<td>0.00</td>
<td>14,271.70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95983</td>
<td>10/10/19 2257</td>
<td>PORTILLO CONCRETE, INC</td>
<td>9320.01 GLENCREST CT RTN</td>
<td>0.00</td>
<td>481.30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95983</td>
<td>10/10/19 2257</td>
<td>PORTILLO CONCRETE, INC</td>
<td>9320.01 GLENCREST RT-SEP</td>
<td>0.00</td>
<td>-291.35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95984</td>
<td>10/10/19 1112</td>
<td>RANCHO SANTA FE SECURITY</td>
<td>RESTRM LCK/UNLCK-AUG</td>
<td>0.00</td>
<td>529.42</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95984</td>
<td>10/10/19 1112</td>
<td>RANCHO SANTA FE SECURITY</td>
<td>ALARM MONITORING-AUG</td>
<td>0.00</td>
<td>205.09</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95985</td>
<td>10/10/19 4080</td>
<td>JENNIFER REED</td>
<td>ADMIN SVC-SEP</td>
<td>0.00</td>
<td>272.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95986</td>
<td>10/10/19 86</td>
<td>SAN ELIO HILLS II HOA</td>
<td>LANDSCAPE MAINT-SEP</td>
<td>0.00</td>
<td>6,550.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95987</td>
<td>10/10/19 88</td>
<td>SANTA FE HILLS HOA</td>
<td>LANDSCAPE MAINT-SEP</td>
<td>0.00</td>
<td>16,250.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95988</td>
<td>10/10/19 169</td>
<td>SDG&amp;E CO INC</td>
<td>UTILITIES-07/31-09/06</td>
<td>0.00</td>
<td>376.96</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>95988</td>
<td>10/10/19 169</td>
<td>SDG&amp;E CO INC</td>
<td>UTILITIES-07/31-09/06</td>
<td>0.00</td>
<td>448.85</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CASH ACCT CHECK NO</td>
<td>ISSUE DT VENDOR</td>
<td>NAME</td>
<td>BUDGET UNIT</td>
<td>------DESCRIPTION------</td>
<td>SALES TAX</td>
<td>AMOUNT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
<td>----------------</td>
<td>---------------------------</td>
<td>-------------</td>
<td>--------------------------</td>
<td>-----------</td>
<td>---------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/10/19 169</td>
<td>SDG&amp;E CO INC</td>
<td>00165006530</td>
<td>UTILITIES-08/05-09/06</td>
<td>0.00</td>
<td>782.13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/10/19 169</td>
<td>SDG&amp;E CO INC</td>
<td>00165006540</td>
<td>UTILITIES-08/05-09/06</td>
<td>0.00</td>
<td>984.54</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/10/19 169</td>
<td>SDG&amp;E CO INC</td>
<td>20147507520</td>
<td>UTILITIES-08/05-09/06</td>
<td>0.00</td>
<td>2,537.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/10/19 169</td>
<td>SDG&amp;E CO INC</td>
<td>00165006570</td>
<td>UTILITIES-07/31-09/06</td>
<td>0.00</td>
<td>3,027.03</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/10/19 169</td>
<td>SDG&amp;E CO INC</td>
<td>00165006570</td>
<td>UTILITIES-08/05-09/06</td>
<td>0.00</td>
<td>6,485.91</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/10/19 169</td>
<td>SDG&amp;E CO INC</td>
<td>21100007600</td>
<td>UTILITIES-07/31-09/06</td>
<td>0.00</td>
<td>6,570.46</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
<td>21,215.86</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/10/19 3909</td>
<td>SECTRAN SECURITY INC</td>
<td>12050005640</td>
<td>COURIER SVC-SEP</td>
<td>0.00</td>
<td>113.37</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/10/19 3909</td>
<td>SECTRAN SECURITY INC</td>
<td>12050005640</td>
<td>COURIER SVC-AUG</td>
<td>0.00</td>
<td>113.37</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/10/19 3909</td>
<td>SECTRAN SECURITY INC</td>
<td>12050005640</td>
<td>COURIER SVC FUEL-AUG</td>
<td>0.00</td>
<td>14.74</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/10/19 3909</td>
<td>SECTRAN SECURITY INC</td>
<td>12050005640</td>
<td>COURIER SVC FUEL-SEP</td>
<td>0.00</td>
<td>14.74</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
<td>256.22</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/10/19 5725</td>
<td>SIEMENS MOBILITY, INC.</td>
<td>21100007600</td>
<td>ST LIGHT REPAIR-AUG</td>
<td>0.00</td>
<td>3,166.31</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/10/19 5725</td>
<td>SIEMENS MOBILITY, INC.</td>
<td>21100007600</td>
<td>ST LIGHT REPLCMT 05/22</td>
<td>0.00</td>
<td>1,465.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
<td>4,571.31</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/10/19 3066</td>
<td>SUMMIT ENVIRONMENTAL GRO</td>
<td>45099266190</td>
<td>9926 PROF SVC SND-SEP</td>
<td>0.00</td>
<td>1,840.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/10/19 40</td>
<td>UNDERGROUND SVC ALERT OP</td>
<td>00165006510</td>
<td>DIG ALERT-SEP</td>
<td>0.00</td>
<td>67.75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/10/19 40</td>
<td>UNDERGROUND SVC ALERT OP</td>
<td>00165006510</td>
<td>CA ST REGLRTY-AUG</td>
<td>0.00</td>
<td>46.16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/10/19 40</td>
<td>UNDERGROUND SVC ALERT OP</td>
<td>00165006510</td>
<td>CA ST REGLRTY-SEP</td>
<td>0.00</td>
<td>46.16</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
<td>160.07</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/10/19 30</td>
<td>VERIZON WIRELESS-SD</td>
<td>00160006140</td>
<td>CODES CELL 8/24-9/23</td>
<td>0.00</td>
<td>145.61</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/10/19 4844</td>
<td>WARWICK GROUP CONSULTANT</td>
<td>45099266190</td>
<td>9926.20 PROF SVC-SEP</td>
<td>0.00</td>
<td>5,373.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/10/19 4705</td>
<td>WEBQA, INC</td>
<td>00150005150</td>
<td>RECROS RQST SPTNR</td>
<td>0.00</td>
<td>4,100.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/10/19 5594</td>
<td>WEX BANK</td>
<td>00160006120</td>
<td>CR EXEMPT TAX-AUG</td>
<td>0.00</td>
<td>-88.30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/10/19 5594</td>
<td>WEX BANK</td>
<td>00160006120</td>
<td>AUTO FUEL-AUG</td>
<td>0.00</td>
<td>1,425.37</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
<td>1,337.07</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/17/19 4706</td>
<td>24 HOUR ELEVATOR, INC</td>
<td>00165006570</td>
<td>ELVTR MAINT-OCT</td>
<td>0.00</td>
<td>160.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/17/19 4643</td>
<td>AAIR PURIFICATION SYSTEM</td>
<td>00160006120</td>
<td>TRIP SWITCH-FS</td>
<td>0.00</td>
<td>207.67</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/17/19 4711</td>
<td>ABEL PEREZ</td>
<td>00165006530</td>
<td>MILEAGE-10/08/19</td>
<td>0.00</td>
<td>8.12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/17/19 5317</td>
<td>AGIT GLOBAL NORTH AMERIC</td>
<td>25560006180</td>
<td>REPLCMNT FINS-SURFBRD</td>
<td>0.00</td>
<td>60.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/17/19 1694</td>
<td>ALERT-ALL CORP</td>
<td>00160006120</td>
<td>FIRE HATS/STICKER/PAK</td>
<td>0.00</td>
<td>459.02</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/17/19 5194</td>
<td>AMANDA SITHER</td>
<td>00150005300</td>
<td>FRT DSK SPTY-SITHER</td>
<td>0.00</td>
<td>-99.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/17/19 5194</td>
<td>AMANDA SITHER</td>
<td>00150005300</td>
<td>FRT DSK SPTY-SITHER</td>
<td>0.00</td>
<td>115.94</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
<td>16.94</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/17/19 4832</td>
<td>AT&amp;T CALNET 3</td>
<td>00160006150</td>
<td>9391012275 8/24-9/23</td>
<td>0.00</td>
<td>164.69</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/17/19 4832</td>
<td>AT&amp;T CALNET 3</td>
<td>00160006170</td>
<td>9391012265 8/25-9/24</td>
<td>0.00</td>
<td>229.33</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/17/19 4832</td>
<td>AT&amp;T CALNET 3</td>
<td>00160006120</td>
<td>9391012280 8/24-9/23</td>
<td>0.00</td>
<td>452.15</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### FUND - 001 - GENERAL FUND

<table>
<thead>
<tr>
<th>CASH ACCT</th>
<th>CHECK NO</th>
<th>ISSUE DT</th>
<th>4832 VENDOR</th>
<th>NAME</th>
<th>BUDGET UNIT</th>
<th>-----DESCRIPTION-----</th>
<th>SALES TAX</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1011</td>
<td>96003</td>
<td>10/17/19</td>
<td>AT&amp;T CALNET 3</td>
<td>AT&amp;T CALNET 3</td>
<td>00150005450</td>
<td>9391012278 08/24-9/23</td>
<td>0.00</td>
<td>3,207.10</td>
</tr>
<tr>
<td>1011</td>
<td>96003</td>
<td>10/17/19</td>
<td>AT&amp;T CALNET 3</td>
<td>AT&amp;T CALNET 3</td>
<td>00150005450</td>
<td>9391012282 8/24-9/23</td>
<td>0.00</td>
<td>20.01</td>
</tr>
<tr>
<td>1011</td>
<td>96003</td>
<td>10/17/19</td>
<td>AT&amp;T CALNET 3</td>
<td>AT&amp;T CALNET 3</td>
<td>00150005450</td>
<td>9391053641 8/24-9/23</td>
<td>0.00</td>
<td>164.69</td>
</tr>
<tr>
<td>1011</td>
<td>96003</td>
<td>10/17/19</td>
<td>AT&amp;T CALNET 3</td>
<td>AT&amp;T CALNET 3</td>
<td>00150005450</td>
<td>9391062989 8/24-9/23</td>
<td>0.00</td>
<td>164.69</td>
</tr>
<tr>
<td>1011</td>
<td>96003</td>
<td>10/17/19</td>
<td>AT&amp;T CALNET 3</td>
<td>AT&amp;T CALNET 3</td>
<td>00150005450</td>
<td>93910986507 01-07/31</td>
<td>0.00</td>
<td>30.01</td>
</tr>
<tr>
<td>1011</td>
<td>96003</td>
<td>10/17/19</td>
<td>AT&amp;T CALNET 3</td>
<td>AT&amp;T CALNET 3</td>
<td>00150005450</td>
<td>93910986508 01-08/31</td>
<td>0.00</td>
<td>30.01</td>
</tr>
<tr>
<td>1011</td>
<td>96003</td>
<td>10/17/19</td>
<td>AT&amp;T CALNET 3</td>
<td>AT&amp;T CALNET 3</td>
<td>00160006120</td>
<td>93910986509 01-09/30</td>
<td>0.00</td>
<td>30.01</td>
</tr>
<tr>
<td>1011</td>
<td>96004</td>
<td>10/17/19</td>
<td>CALIFORNIA COMMUNITY CHO</td>
<td>CALIFORNIA COMMUNITY CHO</td>
<td>55000007750</td>
<td>FY20 CAL-CCA QTR-2</td>
<td>0.00</td>
<td>2,205.00</td>
</tr>
<tr>
<td>1011</td>
<td>96005</td>
<td>10/17/19</td>
<td>CALIFORNIA SKATEPARKS</td>
<td>CALIFORNIA SKATEPARKS</td>
<td>459</td>
<td>9438 SKT PRK RLS RET</td>
<td>0.00</td>
<td>54,329.98</td>
</tr>
<tr>
<td>1011</td>
<td>96006</td>
<td>10/17/19</td>
<td>CALIFORNIA STATE LANDS C</td>
<td>CALIFORNIA STATE LANDS C</td>
<td>50998336510</td>
<td>9833UNCRTD FRJCT CHRG</td>
<td>0.00</td>
<td>1,860.45</td>
</tr>
<tr>
<td>1011</td>
<td>96007</td>
<td>10/17/19</td>
<td>COUNTY OF SAN DIEGO ASSR</td>
<td>COUNTY OF SAN DIEGO ASSR</td>
<td>00155005550</td>
<td>MAP FEE 09/26/19</td>
<td>0.00</td>
<td>4.00</td>
</tr>
<tr>
<td>1011</td>
<td>96008</td>
<td>10/17/19</td>
<td>COUNTY OF SAN DIEGO-EMER</td>
<td>COUNTY OF SAN DIEGO-EMER</td>
<td>00160006150</td>
<td>FY20 HRT MEMBERSHIP</td>
<td>0.00</td>
<td>25,139.00</td>
</tr>
<tr>
<td>1011</td>
<td>96008</td>
<td>10/17/19</td>
<td>COUNTY OF SAN DIEGO-EMER</td>
<td>COUNTY OF SAN DIEGO-EMER</td>
<td>00160006150</td>
<td>FY19/20 UDC MEMBERSHIP</td>
<td>0.00</td>
<td>821.00</td>
</tr>
<tr>
<td>1011</td>
<td>96009</td>
<td>10/17/19</td>
<td>CSAC EXCESS INSURANCE AU</td>
<td>CSAC EXCESS INSURANCE AU</td>
<td>00150005400</td>
<td>FY19/20 EAP OCT-DEC</td>
<td>0.00</td>
<td>405.60</td>
</tr>
<tr>
<td>1011</td>
<td>96010</td>
<td>10/17/19</td>
<td>CULLIGAN OF SAN DIEGO</td>
<td>CULLIGAN OF SAN DIEGO</td>
<td>00160006120</td>
<td>WATR FLTR 10/01-11/30</td>
<td>0.00</td>
<td>85.60</td>
</tr>
<tr>
<td>1011</td>
<td>96011</td>
<td>10/17/19</td>
<td>CULLIGAN OF SAN DIEGO</td>
<td>CULLIGAN OF SAN DIEGO</td>
<td>00160006170</td>
<td>DRINKNG WTR SVC-OCT</td>
<td>0.00</td>
<td>45.56</td>
</tr>
<tr>
<td>1011</td>
<td>96012</td>
<td>10/17/19</td>
<td>D &amp; D DISPOSAL INC</td>
<td>D &amp; D DISPOSAL INC</td>
<td>00160006130</td>
<td>ANIMAL DISPOSAL-SEP</td>
<td>0.00</td>
<td>130.00</td>
</tr>
<tr>
<td>1011</td>
<td>96013</td>
<td>10/17/19</td>
<td>DEPARTMENT OF JUSTICE</td>
<td>DEPARTMENT OF JUSTICE</td>
<td>00150005400</td>
<td>FINGERPRINT APP-SEP</td>
<td>0.00</td>
<td>32.00</td>
</tr>
<tr>
<td>1011</td>
<td>96014</td>
<td>10/17/19</td>
<td>COUNTY OF SAN DIEGO</td>
<td>COUNTY OF SAN DIEGO</td>
<td>00160006140</td>
<td>FRKG CITE ADMIN-SEP</td>
<td>0.00</td>
<td>2,000.50</td>
</tr>
<tr>
<td>1011</td>
<td>96015</td>
<td>10/17/19</td>
<td>DIAMOND ENVIRONMENTAL GSE</td>
<td>DIAMOND ENVIRONMENTAL GSE</td>
<td>001700007110</td>
<td>DIA DE LOG-FORTA FOTY</td>
<td>0.00</td>
<td>401.20</td>
</tr>
<tr>
<td>1011</td>
<td>96016</td>
<td>10/17/19</td>
<td>DIXIELINE LUMBER CO INC</td>
<td>DIXIELINE LUMBER CO INC</td>
<td>00165006570</td>
<td>COPPER PIPE/COUPLING</td>
<td>0.00</td>
<td>5.50</td>
</tr>
<tr>
<td>1011</td>
<td>96016</td>
<td>10/17/19</td>
<td>DIXIELINE LUMBER CO INC</td>
<td>DIXIELINE LUMBER CO INC</td>
<td>00165006530</td>
<td>METAL GRID</td>
<td>0.00</td>
<td>10.15</td>
</tr>
<tr>
<td>1011</td>
<td>96016</td>
<td>10/17/19</td>
<td>DIXIELINE LUMBER CO INC</td>
<td>DIXIELINE LUMBER CO INC</td>
<td>00165006570</td>
<td>SCREW DRVR SHT/ BULBS</td>
<td>0.00</td>
<td>18.69</td>
</tr>
<tr>
<td>1011</td>
<td>96016</td>
<td>10/17/19</td>
<td>DIXIELINE LUMBER CO INC</td>
<td>DIXIELINE LUMBER CO INC</td>
<td>00165006530</td>
<td>CAR WASH/CLEAN/RCT</td>
<td>0.00</td>
<td>24.02</td>
</tr>
<tr>
<td>1011</td>
<td>96016</td>
<td>10/17/19</td>
<td>DIXIELINE LUMBER CO INC</td>
<td>DIXIELINE LUMBER CO INC</td>
<td>00165006570</td>
<td>TEXTURE SPRY/FRNT SUPPL</td>
<td>0.00</td>
<td>29.35</td>
</tr>
<tr>
<td>1011</td>
<td>96016</td>
<td>10/17/19</td>
<td>DIXIELINE LUMBER CO INC</td>
<td>DIXIELINE LUMBER CO INC</td>
<td>00165006570</td>
<td>SAW/TEXTURE SPRAY</td>
<td>0.00</td>
<td>29.85</td>
</tr>
<tr>
<td>1011</td>
<td>96016</td>
<td>10/17/19</td>
<td>DIXIELINE LUMBER CO INC</td>
<td>DIXIELINE LUMBER CO INC</td>
<td>00165006560</td>
<td>CAR WASH/PROTECTANT</td>
<td>0.00</td>
<td>56.21</td>
</tr>
<tr>
<td>1011</td>
<td>96016</td>
<td>10/17/19</td>
<td>DIXIELINE LUMBER CO INC</td>
<td>DIXIELINE LUMBER CO INC</td>
<td>00165006570</td>
<td>SOAP DISPENSER</td>
<td>0.00</td>
<td>70.58</td>
</tr>
<tr>
<td>1011</td>
<td>96016</td>
<td>10/17/19</td>
<td>DIXIELINE LUMBER CO INC</td>
<td>DIXIELINE LUMBER CO INC</td>
<td>00165006570</td>
<td>TUBE CPLNG/SF TAILPC</td>
<td>0.00</td>
<td>72.47</td>
</tr>
<tr>
<td>1011</td>
<td>96017</td>
<td>10/17/19</td>
<td>ESGIL CORPORATION</td>
<td>ESGIL CORPORATION</td>
<td>00155005560</td>
<td>BLDG PRMT 09/02-09/06</td>
<td>0.00</td>
<td>4,295.51</td>
</tr>
<tr>
<td>1011</td>
<td>96018</td>
<td>10/17/19</td>
<td>GRAINGER INC</td>
<td>GRAINGER INC</td>
<td>00160006530</td>
<td>PUMP-FOUNTAIN</td>
<td>0.00</td>
<td>603.72</td>
</tr>
<tr>
<td>1011</td>
<td>96019</td>
<td>10/17/19</td>
<td>HELIX ENVIRONMENTAL</td>
<td>HELIX ENVIRONMENTAL</td>
<td>21355005550</td>
<td>1719.13/514 CANYON</td>
<td>0.00</td>
<td>511.25</td>
</tr>
<tr>
<td>1011</td>
<td>96019</td>
<td>10/17/19</td>
<td>HELIX ENVIRONMENTAL</td>
<td>HELIX ENVIRONMENTAL</td>
<td>21355005550</td>
<td>1719.13/514 CANYON</td>
<td>0.00</td>
<td>577.50</td>
</tr>
</tbody>
</table>
### CHECK REGISTER - DISBURSEMENT FUND

**SELECTION CRITERIA:** transact.ck_date between '20191005 00:00:00.000' and '20191025 00:00:00.000'

**ACCOUNTING PERIOD:** 4/20

#### FUND - 001 - GENERAL FUND

<table>
<thead>
<tr>
<th>CASH ACCT CHECK NO</th>
<th>ISSUE DT VENDOR</th>
<th>NAME</th>
<th>BUDGET UNIT</th>
<th>-----DESCRIPTION-----</th>
<th>SALES TAX</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>96020</td>
<td>10/17/19 4166</td>
<td>HOGAN LAW APC</td>
<td>21355005550</td>
<td>1716.18/PROF SVC-JUL</td>
<td>0.00</td>
<td>2,437.50</td>
</tr>
<tr>
<td>96021</td>
<td>10/17/19 11</td>
<td>ICMA RETIREMENT TRUST-45 001</td>
<td>ICMA PD 10/18/19</td>
<td>0.00</td>
<td>11,466.25</td>
<td></td>
</tr>
<tr>
<td>96022</td>
<td>10/17/19 3859</td>
<td>ICMA RETIREMENT TRUST-RH 001</td>
<td>ICMA PD 10/18/19</td>
<td>0.00</td>
<td>2,140.41</td>
<td></td>
</tr>
<tr>
<td>96023</td>
<td>10/17/19 2287</td>
<td>KOPPEL &amp; GRUBER PUBLIC F 20875007580</td>
<td>CRT FEE ASSESSMENT</td>
<td>0.00</td>
<td>328.48</td>
<td></td>
</tr>
<tr>
<td>96023</td>
<td>10/17/19 2287</td>
<td>KOPPEL &amp; GRUBER PUBLIC F 21100007600</td>
<td>ST LIGHT FEE ASSESSMNT</td>
<td>0.00</td>
<td>614.98</td>
<td></td>
</tr>
<tr>
<td>96023</td>
<td>10/17/19 2287</td>
<td>KOPPEL &amp; GRUBER PUBLIC F 20475007520</td>
<td>SANTA FE HILLS JUL-SEP</td>
<td>0.00</td>
<td>46.68</td>
<td></td>
</tr>
<tr>
<td>96023</td>
<td>10/17/19 2287</td>
<td>KOPPEL &amp; GRUBER PUBLIC F 20775007550</td>
<td>SAN ELIO HILLS JUL-SEP</td>
<td>0.00</td>
<td>25.34</td>
<td></td>
</tr>
<tr>
<td>96023</td>
<td>10/17/19 2287</td>
<td>KOPPEL &amp; GRUBER PUBLIC F 20575007530</td>
<td>ISLA VERDE JUL-SEP</td>
<td>0.00</td>
<td>24.01</td>
<td></td>
</tr>
<tr>
<td>96023</td>
<td>10/17/19 2287</td>
<td>KOPPEL &amp; GRUBER PUBLIC F 20375007510</td>
<td>OLD HWY 101 JUL-SEP</td>
<td>0.00</td>
<td>673.45</td>
<td></td>
</tr>
<tr>
<td>96023</td>
<td>10/17/19 2287</td>
<td>KOPPEL &amp; GRUBER PUBLIC F 00150005300</td>
<td>FIRE BENEFIT JUL-SEP</td>
<td>0.00</td>
<td>533.43</td>
<td></td>
</tr>
<tr>
<td>96023</td>
<td>10/17/19 2287</td>
<td>KOPPEL &amp; GRUBER PUBLIC F 20375007510</td>
<td>EXPENSES JUL-SEP</td>
<td>0.00</td>
<td>31.96</td>
<td></td>
</tr>
<tr>
<td>96023</td>
<td>10/17/19 2287</td>
<td>KOPPEL &amp; GRUBER PUBLIC F 67685008560</td>
<td>SO SOL SWR JUL-SEP</td>
<td>0.00</td>
<td>423.20</td>
<td></td>
</tr>
<tr>
<td>96024</td>
<td>10/17/19 5407</td>
<td>PJ CASTORENA, INC.</td>
<td>55000007750</td>
<td>CCA JNT RT MTR-PNR CO</td>
<td>0.00</td>
<td>2,701.53</td>
</tr>
<tr>
<td>96025</td>
<td>10/17/19 4708</td>
<td>MUNICIPAL EMERGENCY SERV</td>
<td>00160006120</td>
<td>VOICE AMP REPAIR</td>
<td>0.00</td>
<td>2,728.33</td>
</tr>
<tr>
<td>96026</td>
<td>10/17/19 191</td>
<td>NAPA AUTO PARTS INC</td>
<td>00160006120</td>
<td>ANTFRZ/LUBE/TIRE CR</td>
<td>0.00</td>
<td>221.73</td>
</tr>
<tr>
<td>96027</td>
<td>10/17/19 4522</td>
<td>NISSHO OF CALIFORNIA</td>
<td>00165006530</td>
<td>STREET LANDSCP SVC-JUL</td>
<td>0.00</td>
<td>3,729.71</td>
</tr>
<tr>
<td>96027</td>
<td>10/17/19 4522</td>
<td>NISSHO OF CALIFORNIA</td>
<td>00165006560</td>
<td>STREET LANDSCP SVC-JUL</td>
<td>0.00</td>
<td>3,729.71</td>
</tr>
<tr>
<td>96027</td>
<td>10/17/19 4522</td>
<td>NISSHO OF CALIFORNIA</td>
<td>00165006570</td>
<td>STREET LANDSCP SVC-JUL</td>
<td>0.00</td>
<td>3,729.71</td>
</tr>
<tr>
<td>96027</td>
<td>10/17/19 4522</td>
<td>NISSHO OF CALIFORNIA</td>
<td>20875007580</td>
<td>CRT LANDSCP SVC-JUL</td>
<td>0.00</td>
<td>4,943.28</td>
</tr>
<tr>
<td>96028</td>
<td>10/17/19 66</td>
<td>NORTH COUNTY DISPATCH</td>
<td>(J 00160006120</td>
<td>FY20 DISPATCH SVC Q1</td>
<td>0.00</td>
<td>30,782.34</td>
</tr>
<tr>
<td>96029</td>
<td>10/17/19 5252</td>
<td>NOSSMAN LLP</td>
<td>00150005250</td>
<td>PROF SVC-AUG</td>
<td>0.00</td>
<td>4,320.00</td>
</tr>
<tr>
<td>96029</td>
<td>10/17/19 5252</td>
<td>NOSSMAN LLP</td>
<td>00150005250</td>
<td>PROF SVC-JUL</td>
<td>0.00</td>
<td>4,320.00</td>
</tr>
<tr>
<td>96030</td>
<td>10/17/19 50</td>
<td>OFFICE DEPOT INC</td>
<td>00150005300</td>
<td>WIPES</td>
<td>0.00</td>
<td>6.63</td>
</tr>
<tr>
<td>96030</td>
<td>10/17/19 50</td>
<td>OFFICE DEPOT INC</td>
<td>00150005300</td>
<td>WIPES</td>
<td>0.00</td>
<td>6.63</td>
</tr>
<tr>
<td>96030</td>
<td>10/17/19 50</td>
<td>OFFICE DEPOT INC</td>
<td>00150005300</td>
<td>WHITE BOARD</td>
<td>0.00</td>
<td>19.28</td>
</tr>
<tr>
<td>96030</td>
<td>10/17/19 50</td>
<td>OFFICE DEPOT INC</td>
<td>00160006120</td>
<td>COLOR PAPER</td>
<td>0.00</td>
<td>22.29</td>
</tr>
<tr>
<td>96030</td>
<td>10/17/19 50</td>
<td>OFFICE DEPOT INC</td>
<td>00150005350</td>
<td>FOLDERS/JACKETS</td>
<td>0.00</td>
<td>125.22</td>
</tr>
<tr>
<td>96031</td>
<td>10/17/19 54</td>
<td>1 STOP TONER &amp; INKJET, L</td>
<td>00155005550</td>
<td>COLOR TNR-BLD</td>
<td>0.00</td>
<td>167.01</td>
</tr>
<tr>
<td>96031</td>
<td>10/17/19 54</td>
<td>1 STOP TONER &amp; INKJET, L</td>
<td>00155005550</td>
<td>COLOR TNR-PL</td>
<td>0.00</td>
<td>501.01</td>
</tr>
<tr>
<td>FUND</td>
<td>ACCT</td>
<td>CHECK NO</td>
<td>ISSUE DATE</td>
<td>VENDOR</td>
<td>NAME</td>
<td>BUDGET UNIT</td>
</tr>
<tr>
<td>------</td>
<td>------</td>
<td>----------</td>
<td>------------</td>
<td>--------</td>
<td>------</td>
<td>-------------</td>
</tr>
<tr>
<td>1011</td>
<td>96032</td>
<td>10/17/19</td>
<td>1953</td>
<td>PALOMAR COLLEGE</td>
<td>96032</td>
<td>00160006120</td>
</tr>
<tr>
<td>1011</td>
<td>96032</td>
<td>10/17/19</td>
<td>1953</td>
<td>PALOMAR COLLEGE</td>
<td>96032</td>
<td>00160006120</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PALOMAR COLLEGE</td>
<td>96032</td>
<td>00160006120</td>
</tr>
<tr>
<td>1011</td>
<td>96032</td>
<td>10/17/19</td>
<td>1953</td>
<td>PALOMAR COLLEGE</td>
<td>96032</td>
<td>00160006120</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PALOMAR MTN PREMIUM SPR</td>
<td>96033</td>
<td>00165006570</td>
</tr>
<tr>
<td>1011</td>
<td>96033</td>
<td>10/17/19</td>
<td>5608</td>
<td>PALOMAR MTN PREMIUM SPR</td>
<td>96033</td>
<td>00165006570</td>
</tr>
<tr>
<td>1011</td>
<td>96033</td>
<td>10/17/19</td>
<td>5608</td>
<td>PALOMAR MTN PREMIUM SPR</td>
<td>96033</td>
<td>00165006570</td>
</tr>
<tr>
<td>1011</td>
<td>96033</td>
<td>10/17/19</td>
<td>5608</td>
<td>PALOMAR MTN PREMIUM SPR</td>
<td>96033</td>
<td>00165006570</td>
</tr>
<tr>
<td>1011</td>
<td>96033</td>
<td>10/17/19</td>
<td>5608</td>
<td>PALOMAR MTN PREMIUM SPR</td>
<td>96033</td>
<td>00165006570</td>
</tr>
<tr>
<td>1011</td>
<td>96033</td>
<td>10/17/19</td>
<td>5608</td>
<td>PALOMAR MTN PREMIUM SPR</td>
<td>96033</td>
<td>00165006570</td>
</tr>
<tr>
<td>1011</td>
<td>96033</td>
<td>10/17/19</td>
<td>5608</td>
<td>PALOMAR MTN PREMIUM SPR</td>
<td>96033</td>
<td>00165006570</td>
</tr>
<tr>
<td>1011</td>
<td>96033</td>
<td>10/17/19</td>
<td>5608</td>
<td>PALOMAR MTN PREMIUM SPR</td>
<td>96033</td>
<td>00165006570</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL CHECK</td>
<td>96033</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PALOMAR MTN PREMIUM SPR</td>
<td>96034</td>
<td>00165006570</td>
</tr>
<tr>
<td>1011</td>
<td>96034</td>
<td>10/17/19</td>
<td>4767</td>
<td>PARTNERSHIPS WITH INDUST</td>
<td>96034</td>
<td>00165006570</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL CHECK</td>
<td>96034</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PAULEY EQUIPMENT COMPANY</td>
<td>96035</td>
<td>12050005460</td>
</tr>
<tr>
<td>1011</td>
<td>96036</td>
<td>10/17/19</td>
<td>5547</td>
<td>PRIMO INVESTIGATIONS</td>
<td>96036</td>
<td>0015005400</td>
</tr>
<tr>
<td>1011</td>
<td>96037</td>
<td>10/17/19</td>
<td>1112</td>
<td>RANCHO SANTA FE SECURITY</td>
<td>96037</td>
<td>00165006570</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>RANCHO SANTA FE SECURITY</td>
<td>96037</td>
<td>00165006570</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL CHECK</td>
<td>96037</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>REDFLEX TRAFFIC SYSTEMS</td>
<td>96038</td>
<td>00165006540</td>
</tr>
<tr>
<td>1011</td>
<td>96039</td>
<td>10/17/19</td>
<td>416</td>
<td>REGIONAL COMMS SYS, MS 0</td>
<td>96039</td>
<td>00160006120</td>
</tr>
<tr>
<td>1011</td>
<td>96039</td>
<td>10/17/19</td>
<td>416</td>
<td>REGIONAL COMMS SYS, MS 0</td>
<td>96039</td>
<td>00160006120</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL CHECK</td>
<td>96039</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SANTA FE IRRIGATION DIST</td>
<td>96040</td>
<td>00165006560</td>
</tr>
<tr>
<td>1011</td>
<td>96040</td>
<td>10/17/19</td>
<td>141</td>
<td>SANTA FE IRRIGATION DIST</td>
<td>96040</td>
<td>00165006560</td>
</tr>
<tr>
<td>1011</td>
<td>96040</td>
<td>10/17/19</td>
<td>141</td>
<td>SANTA FE IRRIGATION DIST</td>
<td>96040</td>
<td>00165006560</td>
</tr>
<tr>
<td>1011</td>
<td>96040</td>
<td>10/17/19</td>
<td>141</td>
<td>SANTA FE IRRIGATION DIST</td>
<td>96040</td>
<td>00165006560</td>
</tr>
<tr>
<td>1011</td>
<td>96040</td>
<td>10/17/19</td>
<td>141</td>
<td>SANTA FE IRRIGATION DIST</td>
<td>96040</td>
<td>00165006560</td>
</tr>
<tr>
<td>1011</td>
<td>96040</td>
<td>10/17/19</td>
<td>141</td>
<td>SANTA FE IRRIGATION DIST</td>
<td>96040</td>
<td>00165006560</td>
</tr>
<tr>
<td>1011</td>
<td>96040</td>
<td>10/17/19</td>
<td>141</td>
<td>SANTA FE IRRIGATION DIST</td>
<td>96040</td>
<td>00165006560</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL CHECK</td>
<td>96040</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SDG&amp;E CO INC</td>
<td>96041</td>
<td>55000007750</td>
</tr>
<tr>
<td>1011</td>
<td>96042</td>
<td>10/17/19</td>
<td>1073</td>
<td>SEASIDE HEATING &amp; AIR CO</td>
<td>96042</td>
<td>00165006570</td>
</tr>
<tr>
<td>1011</td>
<td>96043</td>
<td>10/17/19</td>
<td>156</td>
<td>SHARP RECS-STEALY MEDICA</td>
<td>96043</td>
<td>00150005400</td>
</tr>
<tr>
<td>CASH ACCT CHECK NO</td>
<td>ISSUE DT VENDOR</td>
<td>NAME</td>
<td>BUDGET UNIT</td>
<td>-----DESCRIPTION------</td>
<td>SALES TAX</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>-------------------</td>
<td>----------------</td>
<td>------</td>
<td>-------------</td>
<td>--------------------------</td>
<td>-----------</td>
<td>--------</td>
</tr>
<tr>
<td>96043</td>
<td>10/17/19 156</td>
<td>1011</td>
<td>SHARP REES-STEALY MEDICA 00150005600</td>
<td>PRE-EMPLOYEENT SCREEN</td>
<td>0.00</td>
<td>150.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
<td>850.00</td>
</tr>
<tr>
<td>96044</td>
<td>10/17/19 1231</td>
<td>1011</td>
<td>STAPLES CONTRACT &amp; COMME 00150005300</td>
<td>REFUND</td>
<td>0.00</td>
<td>-0.01</td>
</tr>
<tr>
<td>96044</td>
<td>10/17/19 1231</td>
<td>1011</td>
<td>STAPLES CONTRACT &amp; COMME 00150005350</td>
<td>INNER OFFICE EIVLP</td>
<td>0.00</td>
<td>43.63</td>
</tr>
<tr>
<td>96044</td>
<td>10/17/19 1231</td>
<td>1011</td>
<td>STAPLES CONTRACT &amp; COMME 00150005300</td>
<td>TONER</td>
<td>0.00</td>
<td>91.56</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
<td>135.18</td>
</tr>
<tr>
<td>96045</td>
<td>10/17/19 4465</td>
<td>1011</td>
<td>SUN LIFE FINANCIAL 001</td>
<td>SEP 19 LTD</td>
<td>0.00</td>
<td>1,553.37</td>
</tr>
<tr>
<td>96045</td>
<td>10/17/19 4465</td>
<td>1011</td>
<td>SUN LIFE FINANCIAL 001</td>
<td>OCT 19 LTD</td>
<td>0.00</td>
<td>1,553.37</td>
</tr>
<tr>
<td>96045</td>
<td>10/17/19 4465</td>
<td>1011</td>
<td>SUN LIFE FINANCIAL 001</td>
<td>OCT 19 LIFE&amp;ADD INS</td>
<td>0.00</td>
<td>1,116.40</td>
</tr>
<tr>
<td>96045</td>
<td>10/17/19 4465</td>
<td>1011</td>
<td>SUN LIFE FINANCIAL 001</td>
<td>SEP 19 LIFE&amp;ADD INS</td>
<td>0.00</td>
<td>1,155.01</td>
</tr>
<tr>
<td>96045</td>
<td>10/17/19 4465</td>
<td>1011</td>
<td>SUN LIFE FINANCIAL 001</td>
<td>SEP 19 SUP LIFE INS</td>
<td>0.00</td>
<td>335.30</td>
</tr>
<tr>
<td>96045</td>
<td>10/17/19 4465</td>
<td>1011</td>
<td>SUN LIFE FINANCIAL 001</td>
<td>OCT 19 SUP LIFE INS</td>
<td>0.00</td>
<td>355.75</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
<td>6,069.20</td>
</tr>
<tr>
<td>96046</td>
<td>10/17/19 1070</td>
<td>1011</td>
<td>TASK FORCE TIPS, INC 00160006120</td>
<td>REPAIR KITS</td>
<td>0.00</td>
<td>86.85</td>
</tr>
<tr>
<td>96047</td>
<td>10/17/19 5172</td>
<td>1011</td>
<td>JULIETTE THAYER 00170007100</td>
<td>MAGIC CLM ERS-GLRY</td>
<td>0.00</td>
<td>4.51</td>
</tr>
<tr>
<td>96048</td>
<td>10/17/19 4899</td>
<td>1011</td>
<td>ZACHARY TOTH 00160006120</td>
<td>CO OFFCR 2E-TOTH-9/6</td>
<td>0.00</td>
<td>350.00</td>
</tr>
<tr>
<td>96049</td>
<td>10/17/19 1414</td>
<td>1011</td>
<td>UNION BANK OF CALIFORNIA 50900007700</td>
<td>ADMIN FEE WH-PE AUG20</td>
<td>0.00</td>
<td>2,605.00</td>
</tr>
<tr>
<td>96050</td>
<td>10/17/19 2097</td>
<td>1011</td>
<td>UT SAN DIEGO - NRTH COUN 00155005550</td>
<td>PUB HRNG-1714.08 SUR</td>
<td>0.00</td>
<td>314.31</td>
</tr>
<tr>
<td>96050</td>
<td>10/17/19 2097</td>
<td>1011</td>
<td>UT SAN DIEGO - NRTH COUN 00155005550</td>
<td>PUB HRNG-1718.15 DRP</td>
<td>0.00</td>
<td>321.22</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
<td>635.53</td>
</tr>
<tr>
<td>96051</td>
<td>10/17/19 3723</td>
<td>1011</td>
<td>WAGENWORKS 00150005400</td>
<td>FSA ADMIN-SEP</td>
<td>0.00</td>
<td>128.75</td>
</tr>
<tr>
<td>96052</td>
<td>10/17/19 2189</td>
<td>1011</td>
<td>WILLDAN 67385008510</td>
<td>MARSOLAN JUL-SEP</td>
<td>0.00</td>
<td>252.48</td>
</tr>
<tr>
<td>96052</td>
<td>10/17/19 2189</td>
<td>1011</td>
<td>WILLDAN 67285008520</td>
<td>PACIFIC JUL-SEP</td>
<td>0.00</td>
<td>253.16</td>
</tr>
<tr>
<td>96052</td>
<td>10/17/19 2189</td>
<td>1011</td>
<td>WILLDAN 67185008810</td>
<td>BARB/GRAN JUL-SEP</td>
<td>0.00</td>
<td>260.71</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
<td>766.25</td>
</tr>
<tr>
<td>96053</td>
<td>10/17/19 37</td>
<td>1011</td>
<td>XEROX CORPORATION 00150005350</td>
<td>W7830PT UPSTRS-AUG</td>
<td>0.00</td>
<td>199.60</td>
</tr>
<tr>
<td>96053</td>
<td>10/17/19 37</td>
<td>1011</td>
<td>XEROX CORPORATION 00150005350</td>
<td>EXCESS BLK-7/21-8/21</td>
<td>0.00</td>
<td>39.32</td>
</tr>
<tr>
<td>96053</td>
<td>10/17/19 37</td>
<td>1011</td>
<td>XEROX CORPORATION 00150005350</td>
<td>EXCESS CLR-7/21-8/21</td>
<td>0.00</td>
<td>119.95</td>
</tr>
<tr>
<td>96053</td>
<td>10/17/19 37</td>
<td>1011</td>
<td>XEROX CORPORATION 00150005350</td>
<td>W7830PT CLRKS-AUG</td>
<td>0.00</td>
<td>218.99</td>
</tr>
<tr>
<td>96053</td>
<td>10/17/19 37</td>
<td>1011</td>
<td>XEROX CORPORATION 00150005350</td>
<td>EXCESS BLK-7/21-8/21</td>
<td>0.00</td>
<td>12.55</td>
</tr>
<tr>
<td>96053</td>
<td>10/17/19 37</td>
<td>1011</td>
<td>XEROX CORPORATION 00150005350</td>
<td>EXCESS CLR-7/21-8/21</td>
<td>0.00</td>
<td>39.21</td>
</tr>
<tr>
<td>96053</td>
<td>10/17/19 37</td>
<td>1011</td>
<td>XEROX CORPORATION 00150005350</td>
<td>EXCESS BLK-8/21-9/21</td>
<td>0.00</td>
<td>90.90</td>
</tr>
<tr>
<td>96053</td>
<td>10/17/19 37</td>
<td>1011</td>
<td>XEROX CORPORATION 00150005350</td>
<td>EXCESS CLR-8/21-9/21</td>
<td>0.00</td>
<td>153.24</td>
</tr>
<tr>
<td>96053</td>
<td>10/17/19 37</td>
<td>1011</td>
<td>XEROX CORPORATION 00150005350</td>
<td>W7830PT UPSTRS-SEP</td>
<td>0.00</td>
<td>199.60</td>
</tr>
<tr>
<td>96053</td>
<td>10/17/19 37</td>
<td>1011</td>
<td>XEROX CORPORATION 00150005350</td>
<td>EXCESS BLK-8/21-9/21</td>
<td>0.00</td>
<td>19.30</td>
</tr>
<tr>
<td>96053</td>
<td>10/17/19 37</td>
<td>1011</td>
<td>XEROX CORPORATION 00150005350</td>
<td>EXCESS CLR-8/21-9/21</td>
<td>0.00</td>
<td>130.14</td>
</tr>
<tr>
<td>96053</td>
<td>10/17/19 37</td>
<td>1011</td>
<td>XEROX CORPORATION 00150005350</td>
<td>D95CP PLNG LEASE-AUG</td>
<td>0.00</td>
<td>555.18</td>
</tr>
<tr>
<td>96053</td>
<td>10/17/19 37</td>
<td>1011</td>
<td>XEROX CORPORATION 00150005350</td>
<td>D95CP PLNG LEASE-SEP</td>
<td>0.00</td>
<td>555.18</td>
</tr>
<tr>
<td>96053</td>
<td>10/17/19 37</td>
<td>1011</td>
<td>XEROX CORPORATION 00150005350</td>
<td>EXCSS COPYS-7/21-8/21</td>
<td>0.00</td>
<td>39.65</td>
</tr>
<tr>
<td>96053</td>
<td>10/17/19 37</td>
<td>1011</td>
<td>XEROX CORPORATION 00150005350</td>
<td>EXCSS COPYS-8/21-9/21</td>
<td>0.00</td>
<td>100.23</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
<td>2,692.23</td>
</tr>
<tr>
<td>CASH ACCT</td>
<td>CHECK NO</td>
<td>CHECK DESCRIPTION</td>
<td>ACCOUNTING PERIOD</td>
<td>AMOUNT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------</td>
<td>----------</td>
<td>------------------</td>
<td>-------------------</td>
<td>--------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96054</td>
<td>10/24/19 2137</td>
<td>APLAC</td>
<td>OCTOBER 19</td>
<td>895.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96055</td>
<td>10/24/19 5773</td>
<td>ALIANAS PARTY RENTALS</td>
<td>TENT RNT-DIA DE 10/27</td>
<td>300.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96056</td>
<td>10/24/19 5775</td>
<td>ANDA WRIGHT</td>
<td>APWA INST-WRIGHT-10/8</td>
<td>-349.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96056</td>
<td>10/24/19 5775</td>
<td>ANDA WRIGHT</td>
<td>APWA INST-WRIGHT-10/8</td>
<td>103.61</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96056</td>
<td>10/24/19 5775</td>
<td>ANDA WRIGHT</td>
<td>APWA INST-WRIGHT-10/8</td>
<td>41.44</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96056</td>
<td>10/24/19 5775</td>
<td>ANDA WRIGHT</td>
<td>APWA INST-WRIGHT-10/8</td>
<td>269.37</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96056</td>
<td>10/24/19 5775</td>
<td>ANDA WRIGHT</td>
<td>APWA INST-WRIGHT-10/8</td>
<td>65.42</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96057</td>
<td>10/24/19 4832</td>
<td>AT&amp;T CALNMT 3</td>
<td>8/25-9/24</td>
<td>77.39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96058</td>
<td>10/24/19 4967</td>
<td>RONALD BORRMEO</td>
<td>APWA INST-BORRO-10/8</td>
<td>55.54</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96058</td>
<td>10/24/19 4967</td>
<td>RONALD BORRMEO</td>
<td>APWA INST-BORRO-10/8</td>
<td>92.56</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96058</td>
<td>10/24/19 4967</td>
<td>RONALD BORRMEO</td>
<td>APWA INST-BORRO-10/8</td>
<td>-349.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96058</td>
<td>10/24/19 4967</td>
<td>RONALD BORRMEO</td>
<td>APWA INST-BORRO-10/8</td>
<td>111.07</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96058</td>
<td>10/24/19 4967</td>
<td>RONALD BORRMEO</td>
<td>APWA INST-BORRO-10/8</td>
<td>37.02</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96058</td>
<td>10/24/19 4967</td>
<td>RONALD BORRMEO</td>
<td>APWA INST-BORRO-10/8</td>
<td>37.02</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96058</td>
<td>10/24/19 4967</td>
<td>RONALD BORRMEO</td>
<td>APWA INST-BORRO-10/8</td>
<td>21.23</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96059</td>
<td>10/24/19 1295</td>
<td>CITY OF DEL MAR</td>
<td>IT MAINT SUPPORT-AUG</td>
<td>675.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96059</td>
<td>10/24/19 1295</td>
<td>CITY OF DEL MAR</td>
<td>IT MAINT SUPPORT-JUL</td>
<td>2,250.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96060</td>
<td>10/24/19 5171</td>
<td>CORBELLOGIC SOLUTIONS, LLC</td>
<td>PROPERTY PRO DATA-OCT</td>
<td>96.83</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96061</td>
<td>10/24/19 3902</td>
<td>CORODATA RECORDS MANAGEM</td>
<td>RECORDS STRG-SEP</td>
<td>416.72</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96062</td>
<td>10/24/19 1964</td>
<td>CSAC EXCESS INSURANCE AU</td>
<td>EVAL CERTS-7/01-9/30</td>
<td>437.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96063</td>
<td>10/24/19 5665</td>
<td>DB PIPELINE INCORPORATED</td>
<td>9856.19 SWK RPL CN-SEP</td>
<td>9,437.73</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96063</td>
<td>10/24/19 5665</td>
<td>DB PIPELINE INCORPORATED</td>
<td>9566.19 CONT RT-SEP</td>
<td>496.72</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96063</td>
<td>10/24/19 5665</td>
<td>DB PIPELINE INCORPORATED</td>
<td>9456.20 STD RPL CN-SEP</td>
<td>25,444.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96063</td>
<td>10/24/19 5665</td>
<td>DB PIPELINE INCORPORATED</td>
<td>9456.20S CONT RT-SEP</td>
<td>1,339.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96063</td>
<td>10/24/19 5665</td>
<td>DB PIPELINE INCORPORATED</td>
<td>9856.19S CONT RT-SEP</td>
<td>-496.72</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96063</td>
<td>10/24/19 5665</td>
<td>DB PIPELINE INCORPORATED</td>
<td>9856.19S CONT RT-SEP</td>
<td>34,882.53</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96064</td>
<td>10/24/19 4765</td>
<td>DEPARTMENT OF INDUSTRIAL</td>
<td>ELEVATR INSPC-10/3/19</td>
<td>225.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96065</td>
<td>10/24/19 5543</td>
<td>DOMUSSTUDIO ARCHITECTURE</td>
<td>9449.01 MS CNTR-SEP</td>
<td>1,627.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96066</td>
<td>10/24/19 5674</td>
<td>EMANUELS JONES AND ASSOC</td>
<td>PROF SVC-JUL</td>
<td>2,500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96066</td>
<td>10/24/19 5674</td>
<td>EMANUELS JONES AND ASSOC</td>
<td>PROF SVC-SEP</td>
<td>2,500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96066</td>
<td>10/24/19 5674</td>
<td>EMANUELS JONES AND ASSOC</td>
<td>PROF SVC-OCT</td>
<td>2,500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96066</td>
<td>10/24/19 5674</td>
<td>EMANUELS JONES AND ASSOC</td>
<td>PROF SVC-AUG</td>
<td>2,575.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96066</td>
<td>10/24/19 5674</td>
<td>EMANUELS JONES AND ASSOC</td>
<td>PROF SVC-OCT</td>
<td>10,075.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96067</td>
<td>10/24/19 322</td>
<td>FIRE ETC.</td>
<td>PPE-MEDICA/STS-MORGAN</td>
<td>3,300.26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96067</td>
<td>10/24/19 322</td>
<td>FIRE ETC.</td>
<td>TURN OUT FLUID/CITRO</td>
<td>318.44</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CASH ACCT CHECK NO</td>
<td>ISSUE DT VENDOR</td>
<td>NAME</td>
<td>DESCRIPTION</td>
<td>AMOUNT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
<td>----------------</td>
<td>------</td>
<td>-------------</td>
<td>--------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 5480</td>
<td>FISHER INTEGRATED, INC.</td>
<td>COUNCIL WEB STRM-JUL</td>
<td>3,618.70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 5480</td>
<td>FISHER INTEGRATED, INC.</td>
<td>COUNCIL WEB STRM-AUG</td>
<td>800.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 5480</td>
<td>FISHER INTEGRATED, INC.</td>
<td>COUNCIL WEB STRM-SEP</td>
<td>800.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 2801</td>
<td>FORMS + SURFACES</td>
<td>3 TRSH/RECYCLE RINS</td>
<td>2,400.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 5262</td>
<td>GEORGE HILLS COMPANY, IN 12050005460</td>
<td>CLM.1902-DUNCAN</td>
<td>6,985.44</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 5262</td>
<td>GEORGE HILLS COMPANY, IN 12050005460</td>
<td>CLM.1904-GRIGG</td>
<td>15.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 5262</td>
<td>GEORGE HILLS COMPANY, IN 12050005460</td>
<td>CLM.1903-LANGER</td>
<td>45.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 5455</td>
<td>JFW COMMUNICATIONS, LLC</td>
<td>SEA LABEL DESIGN</td>
<td>116.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 5769</td>
<td>JUSTIN NORRIS</td>
<td>GMHC DSN-DIA DE LOS</td>
<td>400.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 2887</td>
<td>LANCE, SOLL &amp; LUNGHARD, L 00150005300</td>
<td>FY19 AUDIT SVC</td>
<td>-11,800.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 2887</td>
<td>LANCE, SOLL &amp; LUNGHARD, L 55000007750</td>
<td>FY19 AUDIT SVC</td>
<td>354.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 2887</td>
<td>LANCE, SOLL &amp; LUNGHARD, L 65278007810</td>
<td>FY19 AUDIT SVC</td>
<td>826.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 2887</td>
<td>LANCE, SOLL &amp; LUNGHARD, L 50900007700</td>
<td>FY19 AUDIT SVC</td>
<td>4,366.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 2887</td>
<td>LANCE, SOLL &amp; LUNGHARD, L 55000007750</td>
<td>FY19 AUDIT SVC</td>
<td>6,254.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 2887</td>
<td>LANCE, SOLL &amp; LUNGHARD, L 65278007810</td>
<td>FY19 AUDIT SVC</td>
<td>614.10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 2887</td>
<td>LANCE, SOLL &amp; LUNGHARD, L 50900007700</td>
<td>FY19 AUDIT SVC</td>
<td>1,432.90</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 2887</td>
<td>LANCE, SOLL &amp; LUNGHARD, L 00150005300</td>
<td>FY19 AUDIT SVC</td>
<td>7,573.90</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 2887</td>
<td>LANCE, SOLL &amp; LUNGHARD, L 00150005300</td>
<td>GMHC DSN-DIA DE LOS</td>
<td>10,849.10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 5121</td>
<td>ERIN MCKINLEY 001</td>
<td>RPND ENC19-14/832 VAL</td>
<td>20,470.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 4738</td>
<td>MEDICAL EYE SERVICES 001</td>
<td>EE - OCT 19</td>
<td>525.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 4738</td>
<td>MEDICAL EYE SERVICES 001</td>
<td>EE - APR-JUN</td>
<td>-33.87</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 4738</td>
<td>MEDICAL EYE SERVICES 001</td>
<td>ROUNING OCT 19</td>
<td>-11.33</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 4738</td>
<td>MEDICAL EYE SERVICES 001</td>
<td>EE# - OCT 19</td>
<td>29.14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 4738</td>
<td>MEDICAL EYE SERVICES 001</td>
<td>EE - APR-JUN</td>
<td>33.87</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 4738</td>
<td>MEDICAL EYE SERVICES 001</td>
<td>VISION OCT 19</td>
<td>422.53</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 5508</td>
<td>MERCHANTS BUILDING MAINT 001</td>
<td>652.80</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 5407</td>
<td>PJ CASTORENA, INC.</td>
<td>CCA NKLY ENR9/30&amp;10/7</td>
<td>87.45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 111</td>
<td>MISSION LINEN &amp; UNIFORM 21100007600</td>
<td>LAUNDRY-PUB WORKS</td>
<td>2.37</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 111</td>
<td>MISSION LINEN &amp; UNIFORM 21100007600</td>
<td>LAUNDRY-PUB WORKS</td>
<td>2.37</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011</td>
<td>10/24/19 111</td>
<td>MISSION LINEN &amp; UNIFORM 21100007600</td>
<td>LAUNDRY-PUB WORKS</td>
<td>2.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CASH ACCT</td>
<td>CHECK NO</td>
<td>ISSUE DT</td>
<td>VENDOR</td>
<td>BUDGET UNIT</td>
<td>NAME</td>
<td>DESCRIPTION</td>
</tr>
<tr>
<td>-----------</td>
<td>----------</td>
<td>----------</td>
<td>--------</td>
<td>-------------</td>
<td>------</td>
<td>-------------</td>
</tr>
<tr>
<td>96081</td>
<td>10/24/19</td>
<td>111</td>
<td>MISSION LINEN &amp; UNIFORM</td>
<td>00165006520</td>
<td>LAUNDRY-PUB WORKS</td>
<td>0.00</td>
</tr>
<tr>
<td>96081</td>
<td>10/24/19</td>
<td>111</td>
<td>MISSION LINEN &amp; UNIFORM</td>
<td>00165006520</td>
<td>LAUNDRY-PUB WORKS</td>
<td>0.00</td>
</tr>
<tr>
<td>96081</td>
<td>10/24/19</td>
<td>111</td>
<td>MISSION LINEN &amp; UNIFORM</td>
<td>00165006520</td>
<td>LAUNDRY-PUB WORKS</td>
<td>0.00</td>
</tr>
<tr>
<td>96081</td>
<td>10/24/19</td>
<td>111</td>
<td>MISSION LINEN &amp; UNIFORM</td>
<td>00165006520</td>
<td>LAUNDRY-PUB WORKS</td>
<td>0.00</td>
</tr>
<tr>
<td>96081</td>
<td>10/24/19</td>
<td>111</td>
<td>MISSION LINEN &amp; UNIFORM</td>
<td>00165006520</td>
<td>LAUNDRY-PUB WORKS</td>
<td>0.00</td>
</tr>
<tr>
<td>96081</td>
<td>10/24/19</td>
<td>111</td>
<td>MISSION LINEN &amp; UNIFORM</td>
<td>00165006520</td>
<td>LAUNDRY-PUB WORKS</td>
<td>0.00</td>
</tr>
<tr>
<td>96081</td>
<td>10/24/19</td>
<td>111</td>
<td>MISSION LINEN &amp; UNIFORM</td>
<td>00165006520</td>
<td>LAUNDRY-PUB WORKS</td>
<td>0.00</td>
</tr>
<tr>
<td>96081</td>
<td>10/24/19</td>
<td>111</td>
<td>MISSION LINEN &amp; UNIFORM</td>
<td>00165006520</td>
<td>LAUNDRY-PUB WORKS</td>
<td>0.00</td>
</tr>
<tr>
<td>96081</td>
<td>10/24/19</td>
<td>111</td>
<td>MISSION LINEN &amp; UNIFORM</td>
<td>00165006520</td>
<td>LAUNDRY-PUB WORKS</td>
<td>0.00</td>
</tr>
<tr>
<td>96081</td>
<td>10/24/19</td>
<td>111</td>
<td>MISSION LINEN &amp; UNIFORM</td>
<td>00165006520</td>
<td>LAUNDRY-PUB WORKS</td>
<td>0.00</td>
</tr>
<tr>
<td>96082</td>
<td>10/24/19</td>
<td>4825</td>
<td>NEOGOV, INC</td>
<td>00150005400</td>
<td>FY20 INSIGHT SUBSCRIPT</td>
<td>0.00</td>
</tr>
<tr>
<td>96082</td>
<td>10/24/19</td>
<td>4825</td>
<td>NEOGOV, INC</td>
<td>00150005400</td>
<td>FY20 GOVJOBS SUBSCRIPT</td>
<td>0.00</td>
</tr>
<tr>
<td>96082</td>
<td>10/24/19</td>
<td>4825</td>
<td>NEOGOV, INC</td>
<td>00150005400</td>
<td>FY20 ONBOARD SUBSCRIPT</td>
<td>0.00</td>
</tr>
<tr>
<td>96083</td>
<td>10/24/19</td>
<td>4522</td>
<td>NISSHO OF CALIFORNIA</td>
<td>00165006560</td>
<td>VALVE REPAIR-PC</td>
<td>0.00</td>
</tr>
<tr>
<td>96083</td>
<td>10/24/19</td>
<td>4522</td>
<td>NISSHO OF CALIFORNIA</td>
<td>00165006560</td>
<td>REPAIRS-MULTIPL LOCTNS</td>
<td>0.00</td>
</tr>
<tr>
<td>96083</td>
<td>10/24/19</td>
<td>4522</td>
<td>NISSHO OF CALIFORNIA</td>
<td>00165006530</td>
<td>STREET LNDSCP SVC-AUG</td>
<td>0.00</td>
</tr>
<tr>
<td>96083</td>
<td>10/24/19</td>
<td>4522</td>
<td>NISSHO OF CALIFORNIA</td>
<td>00165006530</td>
<td>STREET LNDSCP SVC-SEP</td>
<td>0.00</td>
</tr>
<tr>
<td>96083</td>
<td>10/24/19</td>
<td>4522</td>
<td>NISSHO OF CALIFORNIA</td>
<td>00165006560</td>
<td>PRKS LNDSCP SVC-SEP</td>
<td>0.00</td>
</tr>
<tr>
<td>96083</td>
<td>10/24/19</td>
<td>4522</td>
<td>NISSHO OF CALIFORNIA</td>
<td>00165006570</td>
<td>PUBFAC LNDSCP SVC-SEP</td>
<td>0.00</td>
</tr>
<tr>
<td>96083</td>
<td>10/24/19</td>
<td>4522</td>
<td>NISSHO OF CALIFORNIA</td>
<td>00165006570</td>
<td>PUBFAC LNDSCP SVC-AUG</td>
<td>0.00</td>
</tr>
<tr>
<td>96083</td>
<td>10/24/19</td>
<td>4522</td>
<td>NISSHO OF CALIFORNIA</td>
<td>20375007510</td>
<td>MID#33 LNDSCP SVC-AUG</td>
<td>0.00</td>
</tr>
<tr>
<td>96083</td>
<td>10/24/19</td>
<td>4522</td>
<td>NISSHO OF CALIFORNIA</td>
<td>20875007580</td>
<td>CRT LNDSCP SVC-SEP</td>
<td>0.00</td>
</tr>
<tr>
<td>96083</td>
<td>10/24/19</td>
<td>4522</td>
<td>NISSHO OF CALIFORNIA</td>
<td>20875007580</td>
<td>CRT LNDSCP SVC-AUG</td>
<td>0.00</td>
</tr>
<tr>
<td>96083</td>
<td>10/24/19</td>
<td>54</td>
<td>STOP TONER &amp; INKJET, L</td>
<td>00150005150</td>
<td>TONER-CLERK</td>
<td>0.00</td>
</tr>
<tr>
<td>96083</td>
<td>10/24/19</td>
<td>54</td>
<td>STOP TONER &amp; INKJET, L</td>
<td>00150005150</td>
<td>TONER-CLERK</td>
<td>0.00</td>
</tr>
<tr>
<td>96083</td>
<td>10/24/19</td>
<td>54</td>
<td>STOP TONER &amp; INKJET, L</td>
<td>00150005150</td>
<td>TONER-CLERK</td>
<td>0.00</td>
</tr>
<tr>
<td>96085</td>
<td>10/24/19</td>
<td>5361</td>
<td>HABITAT PROTECTION, INC</td>
<td>00165006570</td>
<td>PEST CONTROL-SEP-PC</td>
<td>0.00</td>
</tr>
<tr>
<td>96085</td>
<td>10/24/19</td>
<td>5361</td>
<td>HABITAT PROTECTION, INC</td>
<td>00165006570</td>
<td>PEST CONTROL-SEP-LC</td>
<td>0.00</td>
</tr>
<tr>
<td>96085</td>
<td>10/24/19</td>
<td>5361</td>
<td>HABITAT PROTECTION, INC</td>
<td>00165006570</td>
<td>PEST CONTROL-SEP-PW</td>
<td>0.00</td>
</tr>
<tr>
<td>96085</td>
<td>10/24/19</td>
<td>5361</td>
<td>HABITAT PROTECTION, INC</td>
<td>00165006570</td>
<td>PEST CONTROL-SEP-MS</td>
<td>0.00</td>
</tr>
<tr>
<td>96085</td>
<td>10/24/19</td>
<td>5361</td>
<td>HABITAT PROTECTION, INC</td>
<td>00165006570</td>
<td>PEST CONTROL-SEP-PS</td>
<td>0.00</td>
</tr>
<tr>
<td>96085</td>
<td>10/24/19</td>
<td>5361</td>
<td>HABITAT PROTECTION, INC</td>
<td>00165006570</td>
<td>PEST CONTROL-SEP-CH</td>
<td>0.00</td>
</tr>
<tr>
<td>96085</td>
<td>10/24/19</td>
<td>5361</td>
<td>HABITAT PROTECTION, INC</td>
<td>00165006570</td>
<td>AS ND PST CNTL-SEP-PC</td>
<td>0.00</td>
</tr>
<tr>
<td>96085</td>
<td>10/24/19</td>
<td>5361</td>
<td>HABITAT PROTECTION, INC</td>
<td>00165006570</td>
<td>AS ND PST CNTL-SEP-MS</td>
<td>0.00</td>
</tr>
<tr>
<td>96085</td>
<td>10/24/19</td>
<td>5361</td>
<td>HABITAT PROTECTION, INC</td>
<td>00165006570</td>
<td>AS ND PST CNTL-SEP-MS</td>
<td>0.00</td>
</tr>
<tr>
<td>96086</td>
<td>10/24/19</td>
<td>5770</td>
<td>PHIL BATEMAN</td>
<td>001</td>
<td>RPND-ENC19-17/153 N G</td>
<td>0.00</td>
</tr>
<tr>
<td>96087</td>
<td>10/24/19</td>
<td>113</td>
<td>PITNEY BOWES GLOBAL FINA</td>
<td>00150005150</td>
<td>POSTG MTR-7/30-10/29</td>
<td>0.00</td>
</tr>
<tr>
<td>96088</td>
<td>10/24/19</td>
<td>1087</td>
<td>PREFERRED BENEFIT INS AD</td>
<td>00150005400</td>
<td>ADMIN FEB-OCT 19</td>
<td>0.00</td>
</tr>
</tbody>
</table>
### Check Register - Disbursement Fund

**Selection Criteria:** `transact.ck_date between '20191005 00:00:00.000' and '20191025 00:00:00.000'`  
**Accounting Period:** 4/20

#### Fund - 001 - General Fund

<table>
<thead>
<tr>
<th>CASH ACCT CHECK NO</th>
<th>ISSUE DT</th>
<th>PAYEE/DEPARTMENT</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
<th>ACCOUNTING PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>96088</td>
<td>10/24/19</td>
<td>PREFERRED BENEFIT INS AD 001</td>
<td>DENTAL-OCT 19</td>
<td>2,409.80</td>
<td>0.00</td>
</tr>
<tr>
<td>96089</td>
<td>10/24/19</td>
<td>PSC, LLC 00165006520</td>
<td>HWH-SEP</td>
<td>2,414.30</td>
<td>0.00</td>
</tr>
<tr>
<td>96090</td>
<td>10/24/19</td>
<td>RANCHO SANTA FE SECURITY 00165006560</td>
<td>RSTRM LCK/UNLOCK-SEP</td>
<td>26.37</td>
<td>0.00</td>
</tr>
<tr>
<td>96090</td>
<td>10/24/19</td>
<td>RANCHO SANTA FE SECURITY 00165006560</td>
<td>RSTRM LCK/UNLOCK-SEP</td>
<td>529.42</td>
<td>0.00</td>
</tr>
<tr>
<td>96090</td>
<td>10/24/19</td>
<td>RANCHO SANTA FE SECURITY 00165006560</td>
<td>RSTRM LCK/UNLOCK-SEP</td>
<td>555.79</td>
<td>0.00</td>
</tr>
<tr>
<td>96090</td>
<td>10/24/19</td>
<td>RANCHO SANTA FE SECURITY 00165006560</td>
<td>ALARM MONITORING-SEP</td>
<td>34.91</td>
<td>0.00</td>
</tr>
<tr>
<td>96090</td>
<td>10/24/19</td>
<td>RANCHO SANTA FE SECURITY 00165006560</td>
<td>ALARM MONITORING-SEP</td>
<td>205.09</td>
<td>0.00</td>
</tr>
<tr>
<td>96090</td>
<td>10/24/19</td>
<td>RANCHO SANTA FE SECURITY 00165006560</td>
<td>ALARM MONITORING-SEP</td>
<td>240.00</td>
<td>0.00</td>
</tr>
<tr>
<td>96090</td>
<td>10/24/19</td>
<td>RANCHO SANTA FE SECURITY 00165006560</td>
<td>KABOO-9/13</td>
<td>360.00</td>
<td>0.00</td>
</tr>
<tr>
<td>96090</td>
<td>10/24/19</td>
<td>RANCHO SANTA FE SECURITY 00165006560</td>
<td>KABOO-9/14-15</td>
<td>720.00</td>
<td>0.00</td>
</tr>
<tr>
<td>96091</td>
<td>10/24/19</td>
<td>RAPHAEL'S PARTY RENTALS 00170007110</td>
<td>GENRTR-DIA DE 10/27</td>
<td>2,671.58</td>
<td>0.00</td>
</tr>
<tr>
<td>96092</td>
<td>10/24/19</td>
<td>JENNIFER REED 00170007100</td>
<td>SHORELINE-AUTUMN 2019</td>
<td>335.50</td>
<td>0.00</td>
</tr>
<tr>
<td>96093</td>
<td>10/24/19</td>
<td>ROD STEWART 001</td>
<td>RFND-ENC4170/77Z E SO</td>
<td>1,245.75</td>
<td>0.00</td>
</tr>
<tr>
<td>96094</td>
<td>10/24/19</td>
<td>RYAN PESTER 27060006120</td>
<td>STRIKETM-LIME-9/8-26</td>
<td>530.00</td>
<td>0.00</td>
</tr>
<tr>
<td>96095</td>
<td>10/24/19</td>
<td>SAN DIEGO HUMANE SOCIETY 00160006130</td>
<td>FY20 ANIMAL SVC-OCT</td>
<td>6,920.58</td>
<td>0.00</td>
</tr>
<tr>
<td>96096</td>
<td>10/24/19</td>
<td>SAN ELIJO JPA</td>
<td>Q2 MAINT &amp; OP</td>
<td>405,523.00</td>
<td>0.00</td>
</tr>
<tr>
<td>96096</td>
<td>10/24/19</td>
<td>SAN ELIJO JPA</td>
<td>FY20 STRM DRAIN SEDIMENT</td>
<td>2,675.00</td>
<td>0.00</td>
</tr>
<tr>
<td>96096</td>
<td>10/24/19</td>
<td>SAN ELIJO JPA</td>
<td>FY20 GENERATOR MAINT</td>
<td>3,288.00</td>
<td>0.00</td>
</tr>
<tr>
<td>96096</td>
<td>10/24/19</td>
<td>SAN ELIJO JPA</td>
<td>SEJPA CLS OUT FY19</td>
<td>-165,610.00</td>
<td>0.00</td>
</tr>
<tr>
<td>96096</td>
<td>10/24/19</td>
<td>SAN ELIJO JPA</td>
<td>SEJPA CLS OUT FY19</td>
<td>-3,938.00</td>
<td>0.00</td>
</tr>
<tr>
<td>96097</td>
<td>10/24/19</td>
<td>SANTA FE IRRIGATION DIST 20475007520</td>
<td>005979029 08/16-10/15</td>
<td>241,938.00</td>
<td>0.00</td>
</tr>
<tr>
<td>96098</td>
<td>10/24/19</td>
<td>SAVMART PHARMACEUTICAL S 27060006120</td>
<td>CSAl7.20 KETAMINE</td>
<td>1,394.73</td>
<td>0.00</td>
</tr>
<tr>
<td>96099</td>
<td>10/24/19</td>
<td>SD&amp;L CO INC 55000007750</td>
<td>SEA CCA SVC-AUG</td>
<td>75.68</td>
<td>0.00</td>
</tr>
<tr>
<td>96100</td>
<td>10/24/19</td>
<td>SECTRAN SECURITY INC</td>
<td>COURIER SVC-OCT</td>
<td>1,132.37</td>
<td>0.00</td>
</tr>
<tr>
<td>96100</td>
<td>10/24/19</td>
<td>SECTRAN SECURITY INC</td>
<td>COURIER SVC FUEL-OCT</td>
<td>14.74</td>
<td>0.00</td>
</tr>
<tr>
<td>96101</td>
<td>10/24/19</td>
<td>SPECTRUM AUDIO INC</td>
<td>DIA LOS MUERTOS SOUND</td>
<td>1,400.00</td>
<td>0.00</td>
</tr>
<tr>
<td>96102</td>
<td>10/24/19</td>
<td>THE HOME DEPOT PRO 00165006560</td>
<td>BLEACH/LINERS</td>
<td>655.68</td>
<td>0.00</td>
</tr>
<tr>
<td>96102</td>
<td>10/24/19</td>
<td>THE HOME DEPOT PRO 00165006570</td>
<td>BLEACH/LINERS</td>
<td>655.68</td>
<td>0.00</td>
</tr>
<tr>
<td>96103</td>
<td>10/24/19</td>
<td>UT SAN DIEGO - NRTG COUN 45099256510</td>
<td>9925 NTC-BID2019-06</td>
<td>1,311.36</td>
<td>0.00</td>
</tr>
<tr>
<td>96103</td>
<td>10/24/19</td>
<td>UT SAN DIEGO - NRTG COUN 00155005550</td>
<td>ORD 506-INTRO</td>
<td>250.96</td>
<td>0.00</td>
</tr>
<tr>
<td>96103</td>
<td>10/24/19</td>
<td>UT SAN DIEGO - NRTG COUN 00155005550</td>
<td>ORD 506-INTRO</td>
<td>286.81</td>
<td>0.00</td>
</tr>
<tr>
<td>96103</td>
<td>10/24/19</td>
<td>UT SAN DIEGO - NRTG COUN 00155005550</td>
<td>ORD 506-INTRO</td>
<td>537.77</td>
<td>0.00</td>
</tr>
</tbody>
</table>
### FUND - 001 - GENERAL FUND

<table>
<thead>
<tr>
<th>CASH ACCT CHECK NO</th>
<th>ISSUE DT</th>
<th>VENDOR</th>
<th>NAME</th>
<th>BUDGET UNIT</th>
<th>-----DESCRIPTION-----</th>
<th>SALES TAX</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1011 96104 10/24/19 5509</td>
<td>VALLEY CONSTRUCTION MANAG 5099836510</td>
<td>IT CELL 09/24-09/23</td>
<td>9833 PMP STN MKMT-SEP</td>
<td>0.00</td>
<td>20,470.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011 96105 10/24/19 30</td>
<td>VERIZON WIRELESS-SD 00150005450</td>
<td>PW CELL 09/02-10/01</td>
<td>0.00</td>
<td>152.04</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011 96105 10/24/19 30</td>
<td>VERIZON WIRELESS-SD 21100007600</td>
<td>PW CELL 09/02-10/01</td>
<td>0.00</td>
<td>2.48</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011 96105 10/24/19 30</td>
<td>VERIZON WIRELESS-SD 50900007700</td>
<td>PW CELL 09/02-10/01</td>
<td>0.00</td>
<td>2.48</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011 96105 10/24/19 30</td>
<td>VERIZON WIRELESS-SD 00165006560</td>
<td>PW CELL 09/02-10/01</td>
<td>0.00</td>
<td>9.93</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011 96105 10/24/19 30</td>
<td>VERIZON WIRELESS-SD 00165006520</td>
<td>PW CELL 09/02-10/01</td>
<td>0.00</td>
<td>12.42</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011 96105 10/24/19 30</td>
<td>VERIZON WIRELESS-SD 00165006530</td>
<td>PW CELL 09/02-10/01</td>
<td>0.00</td>
<td>12.42</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1011 96105 10/24/19 30</td>
<td>VERIZON WIRELESS-SD 00165006510</td>
<td>PW CELL 09/02-10/01</td>
<td>0.00</td>
<td>214.13</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL CHECK**

| 1011 V900059 10/10/19 5504 | ALL CITY MANAGEMENT SERV 001 | CROSSING GRD08/25-09/07 | 0.00 | -3,681.73 |
| 1011 V900059 10/10/19 5504 | ALL CITY MANAGEMENT SERV 001 | CROSSING GRD08/25-09/07 | 0.00 | 3,681.73 |
| 1011 V900059 10/10/19 5504 | ALL CITY MANAGEMENT SERV 001 | CROSSING GRD08/25-09/07 | 0.00 | 1,982.47 |
| 1011 V900059 10/10/19 5504 | ALL CITY MANAGEMENT SERV 001 | CROSSING GRD08/25-09/07 | 0.00 | 3,681.73 |

**TOTAL CHECK**

| 1011 V900060 10/10/19 5527 | PCL CONSTRUCTION INC. 5099836510 | 9833 SB PMP STN-SEP | 0.00 | 269,895.00 |
| 1011 V900060 10/10/19 5527 | PCL CONSTRUCTION INC. 5099836510 | 9833 FPM STN RTH-SEP | 0.00 | 14,205.00 |
| 1011 V900060 10/10/19 5527 | PCL CONSTRUCTION INC. 509 | 9833 FPM STN RTH-SEP | 0.00 | 269,895.00 |

**TOTAL CHECK**

| 1011 V900061 10/17/19 13 | SOLANA BEACH FIREFIGHTER 001 | FD DUES FD 10/18/19 | 0.00 | 913.50 |
| 1011 V900062 10/24/19 5504 | ALL CITY MANAGEMENT SERV 001 | CROSSING GRD09/22-10/05 | 0.00 | 2,497.60 |
| 1011 V900062 10/24/19 5504 | ALL CITY MANAGEMENT SERV 001 | CROSSING GRD09/22-10/05 | 0.00 | 2,497.60 |
| 1011 V900062 10/24/19 5504 | ALL CITY MANAGEMENT SERV 001 | CROSSING GRD09/22-10/05 | 0.00 | 4,638.40 |
| 1011 V900062 10/24/19 5504 | ALL CITY MANAGEMENT SERV 001 | CROSSING GRD09/22-10/05 | 0.00 | 4,638.40 |
| 1011 V900062 10/24/19 5504 | ALL CITY MANAGEMENT SERV 001 | CROSSING GRD09/22-10/05 | 0.00 | 4,638.40 |
| 1011 V900062 10/24/19 5504 | ALL CITY MANAGEMENT SERV 001 | CROSSING GRD09/22-10/05 | 0.00 | 4,638.40 |

**TOTAL CHECK**

| 1011 V900063 10/24/19 1561 | CDW GOVERNMENT INC 00150005450 | VMWARE SOFTWARE MAIN | 0.00 | 2,248.00 |

**TOTAL CASH ACCOUNT**

| 1011 | 0.00 | 1,137,021.26 |

**TOTAL FUND**

| 1011 | 0.00 | 1,137,021.26 |

**TOTAL REPORT**

| 1011 | 0.00 | 1,137,021.26 |
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 October 23, 2019.

DISCUSSION:

The following table reports the revenue, expenditures, and transfers for 1) the Adopted General Fund Budget approved by Council on June 12, 2019 (Resolution 2019-085) and 2) any resolutions passed by Council that amended the Adopted General Fund Budget.

<table>
<thead>
<tr>
<th>Action Description</th>
<th>Revenues</th>
<th>Expenditures</th>
<th>Transfers from GF</th>
<th>Net Surplus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reso 2019-085 Adopted Budget</td>
<td>19,357,000</td>
<td>(19,141,500)</td>
<td>(151,100) (1)</td>
<td>$64,400</td>
</tr>
</tbody>
</table>

(1) Transfers to:
Debt Service for Public Facilities | 151,100 |

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA

FISCAL IMPACT:

N/A

COUNCIL ACTION:
WORK PLAN:
N/A

OPTIONS:

- Receive the report.
- Do not accept the report

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council receive the report listing changes made to the FY 2019-2020 General Fund Adopted Budget.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation

[Signature]
Gregory Wade, City Manager
BACKGROUND:

The Community Development Department has utilized third party services to prepare and evaluate environmental planning documents for development projects in the City. These third-party services are paid for by project applicants through developer deposit accounts.

This item is before Council to consider authorizing a 3rd Party agreement with Hogan Law APC for professional environmental legal review services, and 3rd Party agreements with Helix Environmental Planning, Inc., Harris & Associates, Inc., Michael Baker International, Inc., The Altum Group, and ESA for 3rd Party Environmental Planning Services.

DISCUSSION:

The City has previously retained Michael Hogan, Esq. of the law firm Hogan Law APC to provide legal services to the City as special counsel to consult on certain development projects on a case-by-case basis. These projects often contain complex environmental legal questions or analysis associated with the proposed development. Michael Hogan of Hogan Law APC is qualified by experience and ability to perform the
services desired by the City, and has provided exemplary and timely service when needed. Mr. Hogan is willing to continue to perform such services on an as-needed basis. The costs for his services on development projects are paid for by the developer/project applicant and not from the General Fund.

In April 2019, the City issued a Request for Proposals (RFP) seeking qualified consulting firms to provide environmental planning services on an on-call basis. The environmental planning consultants would be responsible for the preparation of Environmental Impact Reports (EIR), Negative Declarations (ND), Mitigated Negative Declarations, and other technical studies necessary for California Environmental Quality Act (CEQA) documentation for proposed projects. The environmental planning consultants would work collaboratively with, and manage the work of, other members of the environmental analysis team. The City received twelve (12) proposals from experienced professional environmental planning firms. Staff reviewed the proposals and, after due consideration, it was determined that following five (5) environmental planning firms were the most responsive and able to address the needs of the City:

- Helix Environmental Planning, Inc.
- Harris & Associates, Inc.
- Michael Baker International, Inc.
- The Altum Group
- ESA

Staff has prepared two resolutions requesting City Council to authorize the City Manager to enter into 3rd Party agreements with Hogan Law APC to provide environmental legal review services (Attachment 1) and with Helix Environmental Planning, Inc., Harris & Associates, Inc., Michael Baker International, Inc., The Altum Group, and ESA for professional environmental planning services (Attachment 2).

**CEQA COMPLIANCE STATEMENT:**

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

**FISCAL IMPACT:**

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

**WORK PLAN:**

N/A

**OPTIONS:**

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

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 2019-143 (Attachment 1) authorizing the City Manager to execute a Professional Services Agreement with Hogan Law APC.


CITY MANAGER’S RECOMMENDATION:

Approve Department Recommendation

[Signature]

Gregory Wade, City Manager

Attachments:

1. Resolution No. 2019-143 (Hogan Law APC)
3. Professional Services Agreement – Hogan Law APC, Inc.
4. Professional Services Agreement – Helix Environmental Planning, Inc.
7. Professional Services Agreement – The Altum Group
8. Professional Services Agreement – ESA
RESOLUTION 2019-143

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HOGAN LAW APC FOR 3RD PARTY ENVIRONMENTAL LEGAL REVIEW SERVICES

WHEREAS, the City Council has determined that it is necessary and appropriate to retain Michael Hogan of the law firm of Hogan Law APC to provide legal services to the City as special counsel to consult on certain development projects on a case-by-case basis to assist with any complex environmental legal questions or analysis; and

WHEREAS, the City has determined that Michael Hogan of Hogan Law APC is qualified by experience and ability to perform the services desired by City, and Mr. Hogan is willing to perform such services; and

WHEREAS, the City has worked well with Mr. Hogan of Hogan Law APC as special legal counsel on complex environmental issues previously; and

WHEREAS, a new agreement is needed for Mr. Hogan’s work for these special projects to be paid from the developer/project applicant deposited fees and not from the General Fund.

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

1. That the foregoing recitations are true and correct.

2. That the City Manager is authorized to execute a Professional Services Agreement with Hogan Law APC to conduct 3rd party environmental legal review services for an open-ended dollar amount for third-party pass-through payments.

3. That the City Council authorizes the City Manager to extend the agreements for four additional one year terms, at the City’s option.

PASSED AND ADOPTED this 13th day of November, 2019, 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 –

ATTACHMENT 1
DAVID A. ZITO, Deputy Mayor

APPROVED AS TO FORM:

JOHANNA N. CANLAS, City Attorney

ATTEST:

ANGELA IVEY, City Clerk
RESOLUTION 2019-144

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SOLANA BEACH, CALIFORNIA, APPROVING
PROFESSIONAL SERVICES AGREEMENTS WITH HELIX
ENVIRONMENTAL PLANNING, INC., HARRIS &
ASSOCIATES, INC., MICHAEL BAKER INTERNATIONAL,
INC., THE ALTUM GROUP, AND ESA FOR
PROFESSIONAL ENVIRONMENTAL PLANNING SERVICES

WHEREAS, the Community Development Department is in need of professional environmental planning services for 3rd party environmental planning services on new development projects; and

WHEREAS, in May 2019, the City issued a Requests for Proposals to provide as-needed and 3rd party professional environmental planning services; and

WHEREAS, the City received twelve responses to the City’s RFP for 3rd Party Professional Environmental Planning Services; and

WHEREAS, after due review and consideration, it was determined that Helix Environmental Planning, Inc., Harris & Associates, Inc., Michael Baker International, Inc., The Altum Group, and ESA were the most qualified and responsive to provide professional environmental planning services; and

WHEREAS, the City wishes to enter contracts with these five highly qualified environmental planning firms.

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

1. That the foregoing recitations are true and correct.

2. That the City Council authorizes the City Manager to execute a professional service agreement with Helix Environmental Planning, Inc., Harris & Associates, Inc., Michael Baker International, Inc., The Altum Group, and ESA for an open-ended dollar amount for third-party pass-through payments for environmental planning services.

3. That the City Council authorizes the City Manager to extend all of the agreements for four additional one year terms, at the City’s option.

PASSED AND ADOPTED this 13th day of November, 2019, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:
AYES: Councilmembers –
NOES: Councilmembers –
ABSTAIN: Councilmembers –
ABSENT: Councilmembers –

DAVID A. ZITO, Mayor

APPROVED AS TO FORM:

JOHANNA N. CANLAS, City Attorney

ATTEST:

ANGELA IVEY, City Clerk
City of Solana Beach

PROFESSIONAL SERVICES AGREEMENT

FOR THIRD PARTY ENVIRONMENTAL LEGAL REVIEW SERVICES

THIS Professional Services Agreement ("AGREEMENT") is made and entered into this 1st day of December, 2019 by and between the CITY OF SOLANA BEACH, a municipal corporation ("CITY"), and, Hogan Law APC a California Corporation, etc.,, ("CONSULTANT") (collectively "PARTIES").

WHEREAS, the CITY desires to employ a CONSULTANT to furnish third party pass-through environmental legal review services ("PROFESSIONAL SERVICES") for development projects on an as-needed basis ("PROJECT"); and

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

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

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

1. PROFESSIONAL SERVICES.

1.1. Scope of Services. The CONSULTANT shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit "A" Scope of Services and Fee, at the direction of the CITY. CITY shall provide CONSULTANT access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT.

1.2. Project Coordinator. The Community Development Director is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CONSULTANT. Michael Hogan is hereby designated as the Project Director for CONSULTANT.

1.3. City Modification of Scope of Services. CITY may order changes to the Scope of Services within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions. If such changes cause a change in the CONSULTANT's cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONSULTANT's compensation and/or contract time shall be made, subject to the CITY'S approval. All such changes shall be authorized in writing, executed by CONSULTANT and CITY.

2. DURATION OF AGREEMENT.

2.1. Term. The term of this AGREEMENT shall be for a period of one (1) year beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.

2.2. Extensions. If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year periods or parts thereof for an open-ended amount, funded by pass-through fees collected from property owners at the time of project application submittal per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT's satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.
2.3. **Delay.** Any delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONSULTANT shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.

2.4. **City’s Right to Terminate for Default.** Should CONSULTANT be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.

2.5. **City’s Right to Terminate without Cause.** Without limiting its rights in the event of CONSULTANT’s default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONSULTANT. Such termination shall be effective upon receipt of the written notice. CONSULTANT shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY’s election, considered the property of CITY.

3. **COMPENSATION.**

3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit “A”) shall be for an open-ended amount, funded by pass-through fees collected from the property owners at the time of application submittal. CONSULTANT shall bill the CITY for work provided and shall present a written request for such payment monthly.

3.2. **Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services.

3.3. **Costs.** Any costs billed to the CITY shall be in accordance with any terms negotiated and incorporated herein as part of Exhibit “A” Scope of Services and Fee.

4. **INDEPENDENT CONTRACTOR.**

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

4.2 **PERS Eligibility Indemnification.** In the event that CONSULTANT’s employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, Contractor shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT’s employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits. This is a continuing obligation that survives the termination of this contract.
5. STANDARD OF PERFORMANCE.
While performing the PROFESSIONAL SERVICES, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

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

7. AUDIT OF RECORDS.
7.1. At any time during normal business hours and as often as may be deemed necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this AGREEMENT.

7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

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

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


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

8.3.2. Network. If CONSULTANT makes CITY’S Data accessible through the Internet or other networked environment, CONSULTANT shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of CITY’S Data, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.
8.3.3. **Personal Data.** If CONSULTANT processes or otherwise has access to any personal data or personal information on CITY’s behalf when performing CONSULTANT’s services and obligations under this AGREEMENT, then: (i) CITY shall be the data controller (where “data controller” means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CONSULTANT shall be a data processor (where “data processor” means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) CITY shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CONSULTANT so that CONSULTANT may lawfully use, process and transfer the personal data and personal information in accordance with this AGREEMENT on CITY’s behalf in order for CONSULTANT to provide the services and perform its other obligations under this AGREEMENT; (iii) CONSULTANT shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by CITY from time to time and in accordance with the terms of this AGREEMENT; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

8.3.4. **Information Security.** CONSULTANT represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from CITY does and will comply with all applicable federal and state privacy and data protection laws. In the event of any security breach, CONSULTANT shall: (a) Provide CITY with the name and contact information for an employee who shall serve as CITY’s primary security contact and shall be available to assist CITY twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a security breach; and (b) Notify CITY of a security breach as soon as practicable, but no later than twenty-four (24) hours after CONSULTANT becomes aware of it. Immediately following CONSULTANT’s notification to CITY of a security breach, the parties shall coordinate with each other to investigate the security breach. CONSULTANT agrees to fully cooperate with CITY in CITY’s handling of the matter. CONSULTANT shall use best efforts to immediately remedy any security breach and prevent any further security breach at CONSULTANT’s own expense in accordance with applicable privacy rights, laws, regulations and standards. CONSULTANT agrees to provide, at its expense, up to one year of credit monitoring services to third parties impacted by any data breach involving the loss of personally identifiable information.
8.4. **Indemnity.** CONSULTANT shall defend (with counsel acceptable to CITY), indemnify and hold CITY harmless from and against all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities, damages, judgments, settlements, and court awarded attorney’s fees resulting from, arising out of or related to a security or data breach unless the breach is proven to be caused solely by CITY. The terms of this section shall survive termination of this AGREEMENT. For purposes of this provision, “security breach” means any act or omission that compromises either the security, confidentiality, or integrity of Confidential Information or the physical, technical, administrative or organizational safeguards put in place by CONSULTANT or any authorized persons that relate to the protection of the security, confidentiality or integrity of Confidential Information or a breach or alleged breach of this AGREEMENT relating to such privacy practices or privacy obligations imposed by any applicable law.

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

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

9. **CONFLICTS OF INTEREST.**

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

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

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

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

10.1. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this PROJECT, and shall be turned over to the CITY upon completion of the PROJECT or any phase thereof, as contemplated by this AGREEMENT.

10.2. Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this AGREEMENT, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

11. INSURANCE

11.1. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than “A” and “VII” unless otherwise approved in writing by the CITY's Risk Manager.

11.2. CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.

11.3. Types and Amounts Required. CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

11.3.1. **Commercial General Liability (CGL).** If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of $1,000,000.00 per occurrence and subject to an annual aggregate of $2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

11.3.2. **Commercial Automobile Liability.** If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of $1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

11.3.3. **Workers' Compensation.** If checked the CONSULTANT shall maintain Worker's Compensation insurance for all of the CONSULTANT's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum $1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.
11.3.4. Professional Liability. If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of $1,000,000 per claim and $2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY’s exposure to loss. All defense costs shall be outside the limits of the policy.

11.3.5. Cyber Liability. If checked the CONSULTANT shall also maintain Cyber Liability coverage on an occurrence basis with a limit of $2,000,000 per occurrence or claim and $2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by CONSULTANT in this AGREEMENT and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.

11.4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

11.5. Additional Required Provisions. The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

11.5.1. The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.

11.5.2. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.

11.6. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY’s forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
12. INDEMNIFICATION.

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

13. SUBCONTRACTORS.

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

13.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONSULTANT shall require the subcontractor to obtain, all policies described in Section 11 in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

13.3. In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 12 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

14. NON-DISCRIMINATION.

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

15. NOTICES.

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

Joseph Lim, Community Development Director
City of Solana Beach
635 S. Highway 101
Michael M. Hogan, Esq.
Hogan Law APC
225 Broadway, Suite 1900
16. ASSIGNABILITY.
This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT’s duties be delegated or sub-contracted, without the express written consent of the CITY.

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

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

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

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

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

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

23. DRAFTING AMBIGUITIES.
The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.
24. CONFLICTS BETWEEN TERMS.
If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Exhibits, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

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

26. SIGNING AUTHORITY.

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

26.2. □If checked, a proper notary acknowledgement of execution by CONSULTANT must be attached.

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

CITY OF SOLANA BEACH, a municipal corporation

By: City Manager, Gregory Wade

CONSULTANT, a California Corporation

By: Signature

______________________________
Michael M. Hogan, Esq.

ATTEST:

______________________________
City Clerk. Angela Ivey

APPROVED AS TO CONTENT:

______________________________
Joseph Lim, Community Development Director

APPROVED AS TO FORM:

City Attorney, Johanna N. Canlas
City of Solana Beach

PROFESSIONAL SERVICES AGREEMENT

FOR THIRD PARTY PASS-THROUGH ENVIRONMENTAL PLANNING SERVICES

THIS Professional Services Agreement ("AGREEMENT") is made and entered into this 1st day of December, 2019 by and between the CITY OF SOLANA BEACH, a municipal corporation ("CITY"), and, Helix Environmental Planning, Inc. a California Corporation, etc., (“CONSULTANT”) (collectively “PARTIES”).

WHEREAS, the CITY desires to employ a CONSULTANT to furnish third party pass-through environmental planning services (“PROFESSIONAL SERVICES”) for development projects on an as-needed basis (“PROJECT”); and

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

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

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

1. PROFESSIONAL SERVICES.

1.1. Scope of Services. The CONSULTANT shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit "A" Scope of Services and Fee, at the direction of the CITY. CITY shall provide CONSULTANT access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT.

1.2. Project Coordinator. The Community Development Director is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CONSULTANT. Joanne M. Dramko, AICP is hereby designated as the Project Director for CONSULTANT.

1.3. City Modification of Scope of Services. CITY may order changes to the Scope of Services within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions. If such changes cause a change in the CONSULTANT’s cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONSULTANT’s compensation and/or contract time shall be made, subject to the CITY’S approval. All such changes to the scope, schedule, or compensation shall be authorized in writing, executed by CONSULTANT and CITY.

2. DURATION OF AGREEMENT.

2.1. Term. The term of this AGREEMENT shall be for a period of one (1) year beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.

2.2. Extensions. ☑ If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year periods or parts thereof for an open-ended amount, funded by pass-through fees collected from property owners at the time of project application submittal per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT’s satisfactory past performance, CITY needs, and appropriation of
funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.

2.3. **Delay.** Any delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONSULTANT shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.

2.4. **City’s Right to Terminate for Default.** Should CONSULTANT be in material default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.

2.5. **City’s Right to Terminate without Cause.** Without limiting its rights in the event of CONSULTANT’s default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONSULTANT. Such termination shall be effective upon receipt of the written notice. CONSULTANT shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to and including the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY’s election, considered the property of CITY.

2.6. Consultant may terminate this AGREEMENT, without cause by giving thirty (30) days’ notice to CITY. Consultant may, at its election, terminate or suspend performance under this AGREEMENT should CITY be in default of any covenant or condition hereof if CITY fails to cure the default within ten (10) calendar days of receiving written notice of default. The time to perform services under this AGREEMENT shall be extended for any period of suspension.

3. **COMPENSATION.**

3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit “A”) shall be for an open-ended amount, funded by pass-through fees collected from the property owners at the time of application submittal. CONSULTANT shall bill the CITY for work provided and shall present a written request for such payment monthly.

3.2. **Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services in writing, executed by CONSULTANT and CITY.

3.3. **Costs.** Any costs billed to the CITY shall be in accordance with any terms negotiated and incorporated herein as part of Exhibit “A” Scope of Services and Fee.

4. **INDEPENDENT CONTRACTOR.**

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

4.2 **PERS Eligibility Indemnification.** In the event that CONSULTANT’s employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California
Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, Contractor shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT’s employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits. This is a continuing obligation that survives the termination of this contract.

5. STANDARD OF PERFORMANCE.

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

6. WARRANTY OF CONSULTANT’S LICENSE.

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

7. AUDIT OF RECORDS.

7.1. At any time during normal business hours and as often as may be deemed reasonably necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this AGREEMENT.

7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

8. CONFIDENTIALITY AND SECURITY.

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

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


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

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

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

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

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

8.5. Notice and Remedy of Breaches. Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of Section 8 of this AGREEMENT, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.
8.6. **Enforcement.** Each party acknowledges that any breach of any of the provisions of Section 8 of this AGREEMENT may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

9. **CONFLICTS OF INTEREST.**

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

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

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

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

10. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.**

10.1. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this PROJECT, and shall be turned over to the CITY upon completion of the PROJECT or any phase thereof, as contemplated by this AGREEMENT.

10.2. Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this AGREEMENT, except upon the CITY’s prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

10.3. Other than as stated in sections 10.1 and 10.2 above, each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title and interest in and to its other services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries, and inventions, including all intellectual property rights thereto, including without limitation and modifications, improvements or derivative works thereof, created prior to, or independently, during the term of this Agreement. This Agreement does not affect
the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Agreement to the other party's pre-existing intellectual property, other than any limited right explicitly ranted in this Agreement under section 10.1 and 10.2.

11. INSURANCE

11.1. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than “A” and “VII” unless otherwise approved in writing by the CITY’s Risk Manager.

11.2. CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.

11.3. Types and Amounts Required. CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

11.3.1. Commercial General Liability (CGL). If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of $1,000,000.00 per occurrence and subject to an annual aggregate of $2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

11.3.2. Commercial Automobile Liability. If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of $1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

11.3.3. Workers' Compensation. If checked the CONSULTANT shall maintain Worker's Compensation insurance for all of the CONSULTANT's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum $1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

11.3.4. Professional Liability. If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of $1,000,000 per claim and $2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy.
11.3.5. **Cyber Liability.** If checked the CONSULTANT shall also maintain Cyber Liability coverage on an occurrence basis with a limit of $2,000,000 per occurrence or claim and $2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by CONSULTANT in this AGREEMENT and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.

11.4. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

11.5. **Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

11.5.1. The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY’s additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.

11.5.2. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.

11.6. **Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY’s forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

12. **INDEMNIFICATION.**

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

13. **SUBCONTRACTORS.**

13.1. The CONSULTANT’s hiring or retaining of third parties (i.e. subcontractors) to perform services related to the PROJECT is subject to prior approval by the CITY.
13.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONSULTANT shall require the subcontractor to obtain, all policies described in Section 11 in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

13.3. In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 12 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

14. NON-DISCRIMINATION.

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

15. NOTICES.

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

Joseph Lim, Community Development Director  
City of Solana Beach  
635 S. Highway 101  
Solana Beach, CA 92075

Joanne M. Dramko, AICP  
Helix Environmental Planning, Inc.  
7578 El Cajon Boulevard  
La Mesa, CA 91942

16. ASSIGNABILITY.

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

17. RESPONSIBILITY FOR EQUIPMENT.

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.
18. CALIFORNIA LAW; VENUE.
This AGREEMENT shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this AGREEMENT shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure Section 394.

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

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

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

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

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

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

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

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

26.2. If checked, a proper notary acknowledgement of execution by CONSULTANT must be attached.

27. WAIVER OF CONSEQUENTIAL DAMAGES.

Neither party shall have any claim or right against the other, whether in contract, warranty, tor (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature, whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever, caused, even if same were reasonable foreseeable; provide, however, the forgoing shall not apply to with respect to indemnity obligation under the AGREEMENT.

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

CITY OF SOLANA BEACH, a municipal corporation

By:

_________________________
City Manager, Gregory Wade

CONSULTANT, a California Corporation

By:

_________________________
Signature

_________________________
Joanne M. Dramko, AICP
Environmental Planning Group Manager

ATTEST:

_________________________
City Clerk, Angela Ivey

APPROVED AS TO CONTENT:

_________________________
Joseph Lim, Community Development Director

APPROVED AS TO FORM:

_________________________
City Attorney, Johanna N. Canlas
EXHIBIT “A”
SCOPE OF SERVICES AND FEE
City of Solana Beach

PROFESSIONAL SERVICES AGREEMENT
FOR THIRD PARTY PASS-THROUGH ENVIRONMENTAL PLANNING SERVICES

THIS Professional Services Agreement ("AGREEMENT") is made and entered into this 1st day of December, 2019 by and between the CITY OF SOLANA BEACH, a municipal corporation ("CITY"), and, Harris & Associates, Inc. a California Corporation, etc., ("CONSULTANT") (collectively "PARTIES").

WHEREAS, the CITY desires to employ a CONSULTANT to furnish third party pass-through environmental planning services ("PROFESSIONAL SERVICES") for development projects on an as-needed basis ("PROJECT"); and

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

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

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

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

2. DURATION OF AGREEMENT.
   2.1. Term. The term of this AGREEMENT shall be for a period of one (1) year beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.
   2.2. Extensions. If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year periods or parts thereof for an open-ended amount, funded by pass-through fees collected from property owners at the time of project application submittal per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT's satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.
2.3. **Delay.** Any delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONSULTANT shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.

2.4. **City’s Right to Terminate for Default.** Should CONSULTANT be in material default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.

2.5. **City’s Right to Terminate without Cause.** Without limiting its rights in the event of CONSULTANT’s default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONSULTANT. Such termination shall be effective upon receipt of the written notice. CONSULTANT shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to and including the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY’s election, considered the property of CITY.

2.6. Consultant may terminate this AGREEMENT, without cause by giving thirty (30) days’ notice to CITY. Consultant may, at its election, terminate or suspend performance under this AGREEMENT should CITY be in default of any covenant or condition hereof if CITY fails to cure the default within ten (10) calendar days of receiving written notice of default. The time to perform services under this AGREEMENT shall be extended for any period of suspension.

3. **COMPENSATION.**

3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit “A”) shall be for an open-ended amount, funded by pass-through fees collected from the property owners at the time of application submittal. CONSULTANT shall bill the CITY for work provided and shall present a written request for such payment monthly.

3.2. **Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services in writing, executed by CONSULTANT and CITY.

3.3. **Costs.** Any costs billed to the CITY shall be in accordance with any terms negotiated and incorporated herein as part of Exhibit “A” Scope of Services and Fee.

4. **INDEPENDENT CONTRACTOR.**

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

4.2 **PERS Eligibility Indemnification.** In the event that CONSULTANT’s employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, Contractor shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment
of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT’s employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits. This is a continuing obligation that survives the termination of this contract.

5. STANDARD OF PERFORMANCE.

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

6. WARRANTY OF CONSULTANT’S LICENSE.

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

7. AUDIT OF RECORDS.

7.1. At any time during normal business hours and as often as may be deemed reasonably necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this AGREEMENT.

7.2. The CONSULTANT shall include the CITY’s right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

8. CONFIDENTIALITY AND SECURITY.

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

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


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

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

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

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

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

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

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

9. CONFLICTS OF INTEREST.

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

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

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

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

10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.

10.1. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this PROJECT, and shall be turned over to the CITY upon completion of the PROJECT or any phase thereof, as contemplated by this AGREEMENT.

10.2. Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this AGREEMENT, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

10.3. Other than as stated in sections 10.1 and 10.2 above, each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title and interest in and to its other services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries, and inventions, including all intellectual property rights thereto, including without limitation and modifications, improvements or derivative works thereof, created prior to, or independently, during the term of this Agreement. This Agreement does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Agreement to the other party's pre-existing intellectual property, other than any limited right explicitly ranted in this Agreement under section 10.1 and 10.2.
11. INSURANCE

11.1. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best’s rating of no less than “A” and “VII” unless otherwise approved in writing by the CITY’s Risk Manager.

11.2. CONSULTANT’s liabilities, including but not limited to CONSULTANT’s indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.

11.3. Types and Amounts Required. CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

11.3.1. ☑ Commercial General Liability (CGL). If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of $1,000,000.00 per occurrence and subject to an annual aggregate of $2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

11.3.2. ☑ Commercial Automobile Liability. If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT’s automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of $1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

11.3.3. ☑ Workers’ Compensation. If checked the CONSULTANT shall maintain Worker’s Compensation insurance for all of the CONSULTANT’s employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers’ Compensation policy providing at minimum $1,000,000.00 employers’ liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

11.3.4. ☑ Professional Liability. If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of $1,000,000 per claim and $2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY’s exposure to loss. All defense costs shall be outside the limits of the policy.

11.3.5. ☐ Cyber Liability. If checked the CONSULTANT shall also maintain Cyber Liability coverage on an occurrence basis with a limit of $2,000,000 per occurrence or claim and $2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by CONSULTANT in this AGREEMENT and shall include claims involving infringement of intellectual property,
infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.

11.4. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

11.5. **Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

11.5.1. The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.

11.5.2. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.

11.6. **Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

12. **INDEMNIFICATION.**

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

13. **SUBCONTRACTORS.**

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

13.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONSULTANT shall require the subcontractor to obtain, all policies described in Section 11 in
the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

13.3. In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 12 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

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

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

Joseph Lim, Community Development Director
City of Solana Beach
635 S. Highway 101
Solana Beach, CA 92075

Diane Sandman, AICP
Harris & Associates, Inc.
600 B Street, Suite 2000
San Diego, CA 92101

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

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

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

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

20. ENTIRE AGREEMENT.

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

21. NO WAIVER.

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

22. SEVERABILITY.

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

23. DRAFTING AMBIGUITIES.

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

24. CONFLICTS BETWEEN TERMS.

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

25. EXHIBITS INCORPORATED.

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

26. SIGNING AUTHORITY.

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

26.2. If checked, a proper notary acknowledgement of execution by CONSULTANT must be attached.
27. WAIVER OF CONSEQUENTIAL DAMAGES.

Neither party shall have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature, whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever, caused, even if same were reasonable foreseeable; provide, however, the forgoing shall not apply to with respect to indemnity obligation under the AGREEMENT.

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

CITY OF SOLANA BEACH, a municipal corporation

By:

____________________
City Manager, Gregory Wade

CONSULTANT, a California Corporation

By:

____________________
Signature

____________________
Diane Sandman, AICP
Principal-in-Charge

ATTEST:

____________________
City Clerk, Angela Ivey

APPROVED AS TO CONTENT:

____________________
Joseph Lim, Community Development Director

APPROVED AS TO FORM:

____________________
City Attorney, Johanna N. Canlas
EXHIBIT "A"
SCOPE OF SERVICES AND FEE
City of Solana Beach

PROFESSIONAL SERVICES AGREEMENT

FOR THIRD PARTY PASS-THROUGH ENVIRONMENTAL PLANNING SERVICES

THIS Professional Services Agreement ("AGREEMENT") is made and entered into this 1st day of December, 2019 by and between the CITY OF SOLANA BEACH, a municipal corporation ("CITY"), and, Michael Baker International, Inc. a Pennsylvania Corporation, etc., ("CONSULTANT") (collectively "PARTIES").

WHEREAS, the CITY desires to employ a CONSULTANT to furnish third party pass-through environmental planning services ("PROFESSIONAL SERVICES") for development projects on an as-needed basis ("PROJECT"); and

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

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

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

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

2. DURATION OF AGREEMENT.
   2.1. Term. The term of this AGREEMENT shall be for a period of one (1) year beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.
   2.2. Extensions. If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year periods or parts thereof for an open-ended amount, funded by pass-through fees collected from property owners at the time of project application submittal per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT's satisfactory past performance, CITY needs, and appropriation of
funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.

2.3. **Delay.** Any delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONSULTANT shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.

2.4. **City’s Right to Terminate for Default.** Should CONSULTANT be in material default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.

2.5. **City’s Right to Terminate without Cause.** Without limiting its rights in the event of CONSULTANT’s default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONSULTANT. Such termination shall be effective upon receipt of the written notice. CONSULTANT shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to and including the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY’s election, considered the property of CITY.

2.6. Consultant may terminate this AGREEMENT, without cause by giving thirty (30) days’ notice to CITY. Consultant may, at its election, terminate or suspend performance under this AGREEMENT should CITY be in default of any covenant or condition hereof if CITY fails to cure the default within ten (10) calendar days of receiving written notice of default. The time to perform services under this AGREEMENT shall be extended for any period of suspension.

3. **COMPENSATION.**

3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit “A”) shall be for an open-ended amount, funded by pass-through fees collected from the property owners at the time of application submittal. CONSULTANT shall bill the CITY for work provided and shall present a written request for such payment monthly.

3.2. **Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services in writing, executed by CONSULTANT and CITY.

3.3. **Costs.** Any costs billed to the CITY shall be in accordance with any terms negotiated and incorporated herein as part of Exhibit “A” Scope of Services and Fee.

4. **INDEPENDENT CONTRACTOR.**

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

4.2. **PERS Eligibility Indemnification.** In the event that CONSULTANT’s employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California
Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, Contractor shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT’s employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits. This is a continuing obligation that survives the termination of this contract.

5. STANDARD OF PERFORMANCE.

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

6. WARRANTY OF CONSULTANT’S LICENSE.

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

7. AUDIT OF RECORDS.

7.1. At any time during normal business hours and as often as may be deemed reasonably necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this AGREEMENT.

7.2. The CONSULTANT shall include the CITY’s right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

8. CONFIDENTIALITY AND SECURITY.

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

8.2. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this AGREEMENT, may be exposed to confidential information and that disclosure of such information could violate the rights of private individuals and entities,
including the parties and third parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law, and all other information protected by applicable law ("Confidential Information"). The party receiving Confidential Information ("Receiving Party") of the other ("Disclosing Party") shall not, and shall cause its employees and agents who are authorized to receive Confidential Information, not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this AGREEMENT or comply with its legal obligations. Receiving Party will use the same reasonable efforts to protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. The Receiving Party will not disclose or release Confidential Information to any third person without the prior written consent of the Disclosing Party, except for where required by law or for authorized employees or agents of the Receiving Party. Prior to disclosing the Confidential Information to its authorized employees or agents, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this AGREEMENT. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable notice and opportunity to contest such disclosure or obtain a protective order.

Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation. Confidential Information does not include any information that is required to be provided to the public pursuant to the laws of the United States and/or California such as the California Public Records Act, due to the nature of CITY being a local governmental agency. The non-disclosure and non-use obligations of this AGREEMENT will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the Receiving Party's receipt of that item.


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

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

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

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

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

8.5. Notice and Remedy of Breaches. Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of Section 8 of this AGREEMENT, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.
8.6. **Enforcement.** Each party acknowledges that any breach of any of the provisions of Section 8 of this AGREEMENT may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

9. **CONFLICTS OF INTEREST.**

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

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

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

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

10. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.**

10.1. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this PROJECT, and shall be turned over to the CITY upon completion of the PROJECT or any phase thereof, as contemplated by this AGREEMENT.

10.2. Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this AGREEMENT, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

10.3. Other than as stated in sections 10.1 and 10.2 above, each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title and interest in and to its other services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries, and inventions, including all intellectual property rights thereto, including without limitation and modifications, improvements or derivative works thereof, created prior to, or independently, during the term of this Agreement. This Agreement does not affect
the ownership of each party’s pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Agreement to the other party’s pre-existing intellectual property, other than any limited right explicitly ranted in this Agreement under section 10.1 and 10.2.

11. INSURANCE

11.1. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best’s rating of no less than “A” and “VII” unless otherwise approved in writing by the CITY’s Risk Manager.

11.2. CONSULTANT’s liabilities, including but not limited to CONSULTANT’s indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.

11.3. Types and Amounts Required. CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

11.3.1. Commercial General Liability (CGL). If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of $1,000,000.00 per occurrence and subject to an annual aggregate of $2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

11.3.2. Commercial Automobile Liability. If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT’s automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of $1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

11.3.3. Workers’ Compensation. If checked the CONSULTANT shall maintain Worker’s Compensation insurance for all of the CONSULTANT’s employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers’ Compensation policy providing at minimum $1,000,000.00 employers’ liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

11.3.4. Professional Liability. If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of $1,000,000 per claim and $2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY’s exposure to loss. All defense costs shall be outside the limits of the policy.
11.3.5. **Cyber Liability.** If checked the CONSULTANT shall also maintain Cyber Liability coverage on an occurrence basis with a limit of $2,000,000 per occurrence or claim and $2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by CONSULTANT in this AGREEMENT and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.

11.4. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

11.5. **Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

11.5.1. The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY’s additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.

11.5.2. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.

11.6. **Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY’s forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

12. **INDEMNIFICATION.**

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

13. **SUBCONTRACTORS.**

13.1. The CONSULTANT’s hiring or retaining of third parties (i.e. subcontractors) to perform services related to the PROJECT is subject to prior approval by the CITY.
13.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONSULTANT shall require the subcontractor to obtain, all policies described in Section 11 in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

13.3. In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 12 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

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

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

Joseph Lim, Community Development Director
City of Solana Beach
635 S. Highway 101
Solana Beach, CA 92075

Bob Stark, AICP
Harris & Associates, Inc.
600 B Street, Suite 2000
San Diego, CA 92101

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

17. RESPONSIBILITY FOR EQUIPMENT.
CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT’s employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT’s employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.
18. CALIFORNIA LAW; VENUE.
This AGREEMENT shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this AGREEMENT shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure Section 394.

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

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

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

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

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

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

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

26. SIGNING AUTHORITY.

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

26.2. If checked, a proper notary acknowledgement of execution by CONSULTANT must be attached.

27. WAIVER OF CONSEQUENTIAL DAMAGES.
Neither party shall have any claim or right against the other, whether in contract, warranty, tor (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature, whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever, caused, even if same were reasonable foreseeable; provide, however, the forgoing shall not apply to with respect to indemnity obligation under the AGREEMENT.

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

CITY OF SOLANA BEACH, a municipal corporation

By:

__________________________
City Manager, Gregory Wade

CONSULTANT, a Pennsylvania Corporation

By:

__________________________
Signature

__________________________
Bob Stark, AICP
Associate Vice President

ATTEST:

__________________________
City Clerk, Angela Ivey

APPROVED AS TO CONTENT:

__________________________
Joseph Lim, Community Development Director

APPROVED AS TO FORM:

__________________________
City Attorney, Johanna N. Canlas
City of Solana Beach

PROFESSIONAL SERVICES AGREEMENT

FOR THIRD PARTY PASS-THROUGH ENVIRONMENTAL PLANNING SERVICES

THIS Professional Services Agreement ("AGREEMENT") is made and entered into this 1st day of December, 2019 by and between the CITY OF SOLANA BEACH, a municipal corporation ("CITY"), and, The Altum Group a California Corporation, etc., ("CONSULTANT") (collectively "PARTIES").

WHEREAS, the CITY desires to employ a CONSULTANT to furnish third party pass-through environmental planning services ("PROFESSIONAL SERVICES") for development projects on an as-needed basis ("PROJECT"); and

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

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

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

1. PROFESSIONAL SERVICES.

1.1. Scope of Services. The CONSULTANT shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit "A" Scope of Services and Fee, at the direction of the CITY. CITY shall provide CONSULTANT access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT.

1.2. Project Coordinator. The Community Development Director is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CONSULTANT. Chris Moore, AICP is hereby designated as the Project Director for CONSULTANT.

1.3. City Modification of Scope of Services. CITY may order changes to the Scope of Services within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions. If such changes cause a change in the CONSULTANT's cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONSULTANT's compensation and/or contract time shall be made, subject to the CITY'S approval. All such changes to the scope, schedule, or compensation shall be authorized in writing, executed by CONSULTANT and CITY.

2. DURATION OF AGREEMENT.

2.1. Term. The term of this AGREEMENT shall be for a period of one (1) year beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.

2.2. Extensions. If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year periods or parts thereof for an open-ended amount, funded by pass-through fees collected from property owners at the time of project application submittal per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT's satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.
2.3. **Delay.** Any delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONSULTANT shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.

2.4. **City's Right to Terminate for Default.** Should CONSULTANT be in material default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.

2.5. **City's Right to Terminate without Cause.** Without limiting its rights in the event of CONSULTANT's default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONSULTANT. Such termination shall be effective upon receipt of the written notice. CONSULTANT shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to and including the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY's election, considered the property of CITY.

2.6. Consultant may terminate this AGREEMENT, without cause by giving thirty (30) days' notice to CITY. Consultant may, at its election, terminate or suspend performance under this AGREEMENT should CITY be in default of any covenant or condition hereof if CITY fails to cure the default within ten (10) calendar days of receiving written notice of default. The time to perform services under this AGREEMENT shall be extended for any period of suspension.

3. **COMPENSATION.**

3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall be for an open-ended amount, funded by pass-through fees collected from the property owners at the time of application submittal. CONSULTANT shall bill the CITY for work provided and shall present a written request for such payment monthly.

3.2. **Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services in writing, executed by CONSULTANT and CITY.

3.3. **Costs.** Any costs billed to the CITY shall be in accordance with any terms negotiated and incorporated herein as part of Exhibit "A" Scope of Services and Fee.

4. **INDEPENDENT CONTRACTOR.**

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

4.2. **PERS Eligibility Indemnification.** In the event that CONSULTANT's employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, Contractor shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment
of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT’s employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits. This is a continuing obligation that survives the termination of this contract.

5. STANDARD OF PERFORMANCE.

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

6. WARRANTY OF CONSULTANT’S LICENSE.

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

7. AUDIT OF RECORDS.

7.1. At any time during normal business hours and as often as may be deemed reasonably necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this AGREEMENT.

7.2. The CONSULTANT shall include the CITY’s right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

8. CONFIDENTIALITY AND SECURITY.

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

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


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

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

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

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

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

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

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

9. CONFLICTS OF INTEREST.

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

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

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

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

10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.

10.1. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this PROJECT, and shall be turned over to the CITY upon completion of the PROJECT or any phase thereof, as contemplated by this AGREEMENT.

10.2. Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this AGREEMENT, except upon the CITY’s prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

10.3. Other than as stated in sections 10.1 and 10.2 above, each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title and interest in and to its other services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries, and inventions, including all intellectual property rights thereto, including without limitation and modifications, improvements or derivative works thereof, created prior to, or independently, during the term of this Agreement. This Agreement does not affect the ownership of each party’s pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Agreement to the other party’s pre-existing intellectual property, other than any limited right explicitly ranted in this Agreement under section 10.1 and 10.2.
11. INSURANCE

11.1. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than “A” and “VII” unless otherwise approved in writing by the CITY's Risk Manager.

11.2. CONSULTANT’s liabilities, including but not limited to CONSULTANT’s indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.

11.3. Types and Amounts Required. CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

11.3.1. Commercial General Liability (CGL). If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of $1,000,000.00 per occurrence and subject to an annual aggregate of $2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

11.3.2. Commercial Automobile Liability. If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT’s automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of $1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

11.3.3. Workers’ Compensation. If checked the CONSULTANT shall maintain Worker’s Compensation insurance for all of the CONSULTANT’s employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers’ Compensation policy providing at minimum $1,000,000.00 employers’ liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

11.3.4. Professional Liability. If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of $1,000,000 per claim and $2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy.

11.3.5. Cyber Liability. If checked the CONSULTANT shall also maintain Cyber Liability coverage on an occurrence basis with a limit of $2,000,000 per occurrence or claim and $2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by CONSULTANT in this AGREEMENT and shall include claims involving infringement of intellectual property,
infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.

11.4. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

11.5. **Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

11.5.1. The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.

11.5.2. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.

11.6. **Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY’s forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

12. **INDEMNIFICATION.**

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

13. **SUBCONTRACTORS.**

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

13.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONSULTANT shall require the subcontractor to obtain, all policies described in Section 11 in
the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

13.3. In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 12 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

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

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

Joseph Lim, Community Development Director
City of Solana Beach
635 S. Highway 101
Solana Beach, CA 92075

Chris Moore, AICP
The Altum Group
6265 Greenwich Dr., Suite 215
San Diego, CA 92122

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

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

18. CALIFORNIA LAW; VENUE.
This AGREEMENT shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this AGREEMENT shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure Section 394.
19. COMPLIANCE WITH LAWS.
The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this AGREEMENT whether now in force or subsequently enacted. This includes maintaining a City of Solana Beach Business Certificate.

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

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

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

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

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

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

26. SIGNING AUTHORITY.

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

26.2. ☐ If checked, a proper notary acknowledgement of execution by CONSULTANT must be attached.
27. WAIVER OF CONSEQUENTIAL DAMAGES.

Neither party shall have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature, whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever, caused, even if same were reasonable foreseeable; provide, however, the forgoing shall not apply to with respect to indemnity obligation under the AGREEMENT.

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

CITY OF SOLANA BEACH, a municipal corporation

By: City Manager, Gregory Wade

CONSULTANT, a California Corporation

By: Signature

Chris Moore, AICP
Director of Planning and Environmental Planning

ATTEST:

City Clerk, Angela Ivey

APPROVED AS TO CONTENT:

Joseph Lim, Community Development Director

APPROVED AS TO FORM:

City Attorney, Johanna N. Canlas
EXHIBIT “A”
SCOPE OF SERVICES AND FEE
City of Solana Beach

PROFESSIONAL SERVICES AGREEMENT

FOR THIRD PARTY PASS-THROUGH ENVIRONMENTAL PLANNING SERVICES

THIS Professional Services Agreement ("AGREEMENT") is made and entered into this 1st day of December, 2019 by and between the CITY OF SOLANA BEACH, a municipal corporation ("CITY"), and, ESA a California Corporation, etc., ("CONSULTANT") (collectively "PARTIES").

WHEREAS, the CITY desires to employ a CONSULTANT to furnish third party pass-through environmental planning services ("PROFESSIONAL SERVICES") for development projects on an as-needed basis ("PROJECT"); and

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

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

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

1. PROFESSIONAL SERVICES.

1.1. Scope of Services. The CONSULTANT shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit "A" Scope of Services and Fee, at the direction of the CITY. CITY shall provide CONSULTANT access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT.

1.2. Project Coordinator. The Community Development Director is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CONSULTANT. Eric Ruby is hereby designated as the Project Director for CONSULTANT.

1.3. City Modification of Scope of Services. CITY may order changes to the Scope of Services within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions. If such changes cause a change in the CONSULTANT's cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONSULTANT's compensation and/or contract time shall be made, subject to the CITY'S approval. All such changes to the scope, schedule, or compensation shall be authorized in writing, executed by CONSULTANT and CITY.

2. DURATION OF AGREEMENT.

2.1. Term. The term of this AGREEMENT shall be for a period of one (1) year beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.

2.2. Extensions. If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year periods or parts thereof for an open-ended amount, funded by pass-through fees collected from property owners at the time of project application submittal per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT's satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.
2.3. Delay. Any delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONSULTANT shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.

2.4. City’s Right to Terminate for Default. Should CONSULTANT be in material default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.

2.5. City’s Right to Terminate without Cause. Without limiting its rights in the event of CONSULTANT’s default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONSULTANT. Such termination shall be effective upon receipt of the written notice. CONSULTANT shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to and including the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY’s election, considered the property of CITY.

2.6. Consultant may terminate this AGREEMENT, without cause by giving thirty (30) days’ notice to CITY. Consultant may, at its election, terminate or suspend performance under this AGREEMENT should CITY be in default of any covenant or condition hereof if CITY fails to cure the default within ten (10) calendar days of receiving written notice of default. The time to perform services under this AGREEMENT shall be extended for any period of suspension.

3. COMPENSATION.

3.1. Total Amount. The total cost for all work described in the Scope of Services and Fee (Exhibit “A”) shall be for an open-ended amount, funded by pass-through fees collected from the property owners at the time of application submittal. CONSULTANT shall bill the CITY for work provided and shall present a written request for such payment monthly.

3.2. Additional Services. CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services in writing, executed by CONSULTANT and CITY.

3.3. Costs. Any costs billed to the CITY shall be in accordance with any terms negotiated and incorporated herein as part of Exhibit “A” Scope of Services and Fee.

4. INDEPENDENT CONTRACTOR.

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

4.2 PERS Eligibility Indemnification. In the event that CONSULTANT’s employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, Contractor shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment
of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT’s employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits. This is a continuing obligation that survives the termination of this contract.

5. STANDARD OF PERFORMANCE.

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

6. WARRANTY OF CONSULTANT’S LICENSE.

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

7. AUDIT OF RECORDS.

7.1. At any time during normal business hours and as often as may be deemed reasonably necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this AGREEMENT.

7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

8. CONFIDENTIALITY AND SECURITY.

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

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


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

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

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

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

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

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

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

9. CONFLICTS OF INTEREST.

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

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

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

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

10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.

10.1. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this PROJECT, and shall be turned over to the CITY upon completion of the PROJECT or any phase thereof, as contemplated by this AGREEMENT.

10.2. Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this AGREEMENT, except upon the CITY’s prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

10.3. Other than as stated in sections 10.1 and 10.2 above, each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title and interest in and to its other services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries, and inventions, including all intellectual property rights thereto, including without limitation and modifications, improvements or derivative works thereof, created prior to, or independently, during the term of this Agreement. This Agreement does not affect the ownership of each party’s pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Agreement to the other party’s pre-existing intellectual property, other than any limited right explicitly ranted in this Agreement under section 10.1 and 10.2.
11. INSURANCE

11.1. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best’s rating of no less than “A” and “VII” unless otherwise approved in writing by the CITY’s Risk Manager.

11.2. CONSULTANT’s liabilities, including but not limited to CONSULTANT’s indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.

11.3. Types and Amounts Required. CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

11.3.1. Commercial General Liability (CGL). If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of $1,000,000.00 per occurrence and subject to an annual aggregate of $2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

11.3.2. Commercial Automobile Liability. If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT’s automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of $1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

11.3.3. Workers’ Compensation. If checked the CONSULTANT shall maintain Worker’s Compensation insurance for all of the CONSULTANT’s employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers’ Compensation policy providing at minimum $1,000,000.00 employers’ liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

11.3.4. Professional Liability. If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of $1,000,000 per claim and $2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY’s exposure to loss. All defense costs shall be outside the limits of the policy.

11.3.5. Cyber Liability. If checked the CONSULTANT shall also maintain Cyber Liability coverage on an occurrence basis with a limit of $2,000,000 per occurrence or claim and $2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by CONSULTANT in this AGREEMENT and shall include claims involving infringement of intellectual property,
infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.

11.4. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

11.5. **Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

11.5.1. The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.

11.5.2. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.

11.6. **Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

12. **INDEMNIFICATION.**

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

13. **SUBCONTRACTORS.**

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

13.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONSULTANT shall require the subcontractor to obtain, all policies described in Section 11 in
the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

13.3. In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 12 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

14. NON-DISCRIMINATION.

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

15. NOTICES.

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

Joseph Lim, Community Development Director
City of Solana Beach
635 S. Highway 101
Solana Beach, CA 92075

Eric Ruby
ESA
550 West C Street, Suite 750
San Diego, CA 92101

16. ASSIGNABILITY.

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

17. RESPONSIBILITY FOR EQUIPMENT.

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

18. CALIFORNIA LAW; VENUE.

This AGREEMENT shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this AGREEMENT shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure Section 394.
19. COMPLIANCE WITH LAWS.
The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this AGREEMENT whether now in force or subsequently enacted. This includes maintaining a City of Solana Beach Business Certificate.

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

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

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

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

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

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

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

26.2. If checked, a proper notary acknowledgement of execution by CONSULTANT must be attached.
27. WAIVER OF CONSEQUENTIAL DAMAGES.

Neither party shall have any claim or right against the other, whether in contract, warranty, tor (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature, whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever, caused, even if same were reasonable foreseeable; provide, however, the foregoing shall not apply to with respect to indemnity obligation under the AGREEMENT.

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

CITY OF SOLANA BEACH, a municipal corporation

By:

__________________________
City Manager, Gregory Wade

CONSULTANT, a California Corporation

By:

__________________________
Signature

__________________________
Eric Ruby
Project Director

ATTEST:

__________________________
City Clerk. Angela Ivey

APPROVED AS TO CONTENT:

__________________________
Joseph Lim, Community Development Director

APPROVED AS TO FORM:

__________________________
City Attorney, Johanna N. Canlas
EXHIBIT “A”
SCOPE OF SERVICES AND FEE
STAFF REPORT
CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: November 13, 2019
ORIGINATING DEPT: City Manager's Department
SUBJECT: Master Art Policy Compliance - 330 S. Cedros Revised Public Art Proposal

BACKGROUND:

The Master Art Policy ("MAP"), adopted in September 2007, requires private development projects with a building valuation of $500,000 or more, including all remodels and construction projects, to pay Public Art Fee ("PAF"), which is 0.5% of the total building valuation or to incorporate approved artwork into a proposed project. The former applicant for the subject property and project, Cedros 330 Management, LLC ("Former Applicant"), submitted an application for a mixed-use development project on the property at 330 South Cedros Avenue. The project had a building valuation that exceeded the $500,000 threshold and the Applicant paid the required PAF. The MAP allows developers different options as to how to satisfy the public art requirement, one of which is to incorporate artwork into the proposed project.

On December 9, 2016, the Former Applicant received City Council's approval both of their project entitlements and of their original proposed public art illustrated in Attachment 1. This satisfied the MAP's public art requirement allowing a refund of the PAF by incorporating public art into their proposed project at 330 South Cedros Avenue.

Subsequent to City Council approval of the entitlements for 330 South Cedros Avenue, the property and project entitlements were acquired by a new owner. The current applicant, Pacifica Neuhar Solana Beach, LLC ("Current Applicant"), is requesting approval of the revised public art illustrated in Attachment 2, which will be incorporated into the design of the mixed-use development project, and to receive a refund of the PAF that was paid prior to their building permit issuance.

This item is before the City Council to consider approving Resolution 2019-148 (Attachment 3) approving the revised proposed art and if the revised proposed art is

COUNCIL ACTION:

AGENDA ITEM A.4.
accepted by the City Council, refund the PAF once the art has been installed and the final occupancy has been granted.

**DISCUSSION:**

The MAP indicates that a PAF is required for all development projects with a building valuation of $500,000 or more including remodels and reconstruction projects. The MAP also allows two different methods for the Applicant to receive a refund of their PAF. The first method is for the Applicant to incorporate public art into the proposed project with City Council approval. The other method is to acquire Council approved artwork for placement by the City in a designated MAP location.

Prior to receiving their building permit, Cedros 330 Management paid the PAF with the intention of incorporating public art in their proposed project. According to the MAP “All Solana Beach public art proposals must follow the procedures outlined in this Policy regardless if those proposals are generated by the City Council, the Public Arts Commission ("PAC"), new development projects, potential donors or any other source." Any such artwork must be accepted by the City Council prior to the installation.

The Former Applicant presented their original proposal to the PAC on April 26, 2016 and received unanimous approval of the proposal for recommendation to the City Council. On December 9, 2016, during consideration and approval of their proposed project, the Former Applicant received City Council's approval of their original public art proposal.

The Current Applicant presented their revised proposal to the PAC on October 22, 2019 and received a unanimous recommendation for approval of the artwork to the City Council.

The Current Applicant is now requesting that the City Council accept their revised public art proposal and, once the art is installed, allow Staff to refund the $14,250.77 PAF on file with the City. Staff has drafted Resolution 2019-148 approving the revised proposed art and, if approved by Council, authorizes the refund of the PAF once the art has been installed and the final occupancy has been granted. The Council may direct Staff to modify the Resolution to reflect any conditions it deems appropriate as a part of the public review process.

**CEQA COMPLIANCE STATEMENT:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

N/A
WORK PLAN:
N/A

OPTIONS:

- Approve Resolution 2019-148 approving the public art and authorizing the refund of the $14,250.77 PAF once the art is installed and the final occupancy is granted.
- Approve Staff recommendation subject to additional specific conditions necessary for the City Council to approve the proposed art and authorize the refund of the PAF.
- Provide direction to Staff.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2019-148 approving the proposed art as the fulfillment of the MAP and authorize staff to refund the $14,250.77 PAF for the private development project once the art has been installed and the final occupancy for the project have been granted.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation

[Signature]
Gregory Wade, City Manager

Attachments:
1. Original Proposed Public Art Plan
2. Revised Proposed Public Art Plan
MAP Art Proposal

WEST ELEVATION

1 Stand-up 3d lettering
Area +/- 58 sqft
Art Area 2
+/− 87.7 sqft

Art Area 3
+/− 203.8 sqft
NORTH ELEVATION

SCALE: NTS

Art Area
+/- 111.2 sqft

Art Area
+/- 53.3 sqft

Art Area
+/- 110.6 sqft

Art Area
+/- 52 sqft
CEDROS MURAL CONCEPTS

ART CONSULTANT:
SKYE WALKER

MURALISTS
MARK WARREN JACQUES
TIERNEY MOSES

MURALS TO BE PAINTED MID - LATE OCTOBER 2019

ALL CONCEPTS ARE IN EARLY STAGES OF DEVELOPMENT AND ARE NOT FINALIZED
ARTIST'S STATEMENT

“As the art consultant for this project and as a North County San Diego local, I wanted these murals to not only connect to the natural surroundings but also make that connection to the people that live here.

I brought local artists Tierney Moses and Mark Warren Jaques on for this project as their styles emulate these ideals. Mark’s stylistic mural connects with the ocean and landscapes we see and love here in Southern California. Tierney’s plant and succulent murals mixed with patterned pottery will make the connection with the human in her piece which will also resonate with the stylish community of Solana Beach.

Public art is integral to our town, especially when it taps into our natural environments and elements in a visual way such as murals and art. Tierney and Mark’s murals will achieve this and be a wonderful addition to the art scene in Cedros.”

~ Skye Walker - Muralist / Art Consultant
ENTRY PARKING LOT WALL & GARAGE ENTRY

INSPIRATION: PLANTED SUCCULENTS & PLANTS, TEXTURES, ABSTRACT PATTERNS AND FIGURATIVE ELEMENTS.
330 ADDRESS NUMBERS

INSPIRATION: ALOE, ALOE BLOOMS, GEOMETRY, CRYSANTHEMUM FLOWER

1  Stand-up 3d lettering
Area +/- 58 sqft
RESOLUTION 2019-148

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, ACCEPTING THE PUBLIC ART PROPOSAL TO BE INCORPORATED INTO THE PROJECT AT 330 S. CEDROS AVENUE AND AUTHORIZE STAFF TO REFUND THE PUBLIC ART FEE

WHEREAS, the City Council approved the City's Master Art Policy (MAP) on September 19, 2007; and

WHEREAS, the MAP allows for a refund of the Public Art Fee (PAF) if Public Art is incorporated into the proposed development project and accepted by the City Council; and

WHEREAS, the Applicant paid the PAF prior to receiving their building permit with the intention of incorporating public art in their development project; and

WHEREAS, City Council approved the public art to be incorporated in the proposed project on December 9, 2016; and

WHEREAS, subsequent to City Council approval, the property and entitlements of 330 South Cedros Avenue were obtained by a new owner; and

WHEREAS, the new owner proposed modifying the Council approved public art and is requesting Council consideration of approval of the revisions; and

WHEREAS, the Public Arts Commission reviewed the revised public art proposed to be incorporated in the project and offered a unanimous recommendation of approval to the City Council on October 22, 2019.

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

1. That the above recitations are true and correct.

2. That the City Council approves the revised proposed public art to be incorporated into the 330 S. Cedros mixed use development project to satisfy the public art requirement of the Master Art Policy.

3. That once the approved public art has been installed on-site and the Applicant has received final occupancy, Staff shall refund the Public Art Fee.
PASSED AND ADOPTED this 13th day of November, 2019, at a regular meeting of the City Council of the City of Solana Beach, California by the following vote:

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

__________________________
DAVID ZITO, Mayor

APPROVED AS TO FORM:

__________________________
JOHANNA N. CANLAS, City Attorney

ATTEST:

__________________________
ANGELA IVEY, City Clerk
TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: November 13, 2019
ORIGINATING DEPT: Finance
SUBJECT: Council Consideration of Resolution No. 2019-149
Updating the City's Schedule of Fees

BACKGROUND:

A Comprehensive Fee Study and Cost Allocation Plan (Fee Study) was initiated by the City of Solana Beach (City) in January 2017.

The Fee Study was presented to the City Council on July 11, 2018 for consideration and discussion. The Fee Study was also presented to the Budget and Finance Commission on August 6, 2018 for their review and input.

On November 28, 2018, the City Council approved Resolution 2018-148 approving the update of the City's Schedule of Fees for FY 2018/19. As part of Resolution 2018-148, a provision was included that the schedule of fees be adjusted annually effective July 1st of each fiscal year based on the Consumer Price Index (All Urban Consumers – San Diego Region) for the prior calendar year period January through December. Since the Fee Study and fees adopted by Council by Resolution 2018-148 were based on the Fiscal Year (FY) 2017/18 Adopted Budget, the first adjustment of the Schedule of Fees was to be effective July 1, 2019.

The City implemented TRAKiT, a new permitting and land management software, during the summer of 2019. As part of the implementation process, Staff learned that TRAKiT would be unable to accommodate a fee schedule change based on the City's fiscal year that runs July to June.

COUNCIL ACTION:

AGENDA ITEM B.1
This item is before the City Council to consider adoption of Resolution 2019-149 (Attachment 1) approving the update of the City’s Schedule of Fees by 2.5% effective January 1, 2020.

**DISCUSSION:**

User fees and charges are collected to recover some or all costs incurred in providing a specific service from which one or more individuals (i.e. permit applicants) obtain a benefit. It is a best practice for cities to perform a comprehensive update of their cost allocation plans every 5 years and to review user fees and charges schedules annually.

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

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

In January 2017, the City released a RFP solicitation for an independent consultant with expertise in municipal finance to update the City’s cost allocation plan and conduct a review of its user fee schedule. Revenue & Cost Specialists, LLC. (RCS) was selected to provide the requested services.

The Fee Study was carried out in two phases. The first phase was to prepare an updated cost allocation plan, which spreads the cost of general government and support services across the direct services provided to the public. This phase was completed in February 2018. The second phase, a User Fee Analysis, included a thorough analysis of the total cost of providing services, including all applicable direct, indirect and overhead costs associated with specific services. This was a coordinated effort among all City departments and included many meetings between RCS and City staff to review updates and provide feedback.

The Fee Study was presented to the City Council on July 11, 2018 for consideration and discussion. The Fee Study was also presented to the Budget and Finance Commission.
on August 6, 2018 for their review and input. On November 28, 2018, the City Council approved Resolution 2018-148 approving the update of the City’s Schedule of Fees for FY 2018/19.

Annual Fee Adjustment

A provision was included in Resolution 2018-148 that the schedule of fees be adjusted annually effective July 1st of each fiscal year based on the Consumer Price Index (All Urban Consumers – San Diego Region) for the prior calendar year period January through December. Since the Fee Study and fees were based on the FY 2017/18 Adopted Budget, the first adjustment of the Schedule of Fees was to be effective July 1, 2019.

In July 2019, the City implemented its new permitting and land management software, TRAKiT, and continued using the calendar year in the numbering system for plans and permits as was done in the City’s old system. Using the calendar year as part of the numbering system allows Staff to better track plans and permits. Subsequent to the software implementation, Staff learned that TRAKiT is only able to accommodate a fee schedule change based on the calendar year with the City’s numbering system. Therefore, Staff is recommending that the first adjustment of the Schedule of Fees be effective January 1, 2020 and, thereafter, be adjusted on a calendar year basis.

Similar to what was included as part of an annual adjustment, Staff is also recommending that the schedule of fees be based on the San Diego-Carlsbad Consumer Price Index (CPI), All Items, for All Urban Consumers (CPI-U) Index for the prior twelve month period June to May but not to exceed 2.5% annually. The San Diego-Carlsbad CPI-U Index for the prior twelve-month period June 2018 to May 2019 was 3.8%, therefore, the adjustment being recommended in the fee update effective January 1, 2020 is 2.5%.

The recommended adjustment of 2.5% has been applied to all fees on the Schedule of Fees effective January 1, 2020 (Schedule of Fees)(Attachment 2) except for the following fees:

- View Assessment fee (S-040) for Claimant and Applicant remains at $600 per application.
- Golf Cart Permit fee (S-660) remains at $10 per permit.
- Development Impact and Developer Pass-Thru fees (S-305 through S-355)
- Fees that require deposits with charges at the fully allocated hourly rates for City personnel (S-018 through S-020, S-021A, S115A, S115B, S-116A, S-116B and S-125A).
- Fees set by ordinance or State law – SMIP fee (S-290), State Building Standards Fee (S-291), SB1186 Fee (S-628), False Alarm fees (S-470), and certain City Clerk fees (S-711, S-720, and S-721).
- Junior Lifeguard (S-490) and Day Camp (S-522) program fees. These fees will be brought to Council for adjustment in January 2020.
- Special Event Permit fees for Residents or Non-Profits will remain at $50 per event (S-510).
The fees listed above that would not be adjusted by 2.5% are highlighted in brown on the Schedule of Fees.

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

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

Using the above rounding factor, a fee that adjusts by 2.5% from $100.00 to $102.50 will round up to $103.00 on the updated fee schedule.

All fees that have been adjusted by 2.5% are highlighted in green on the Schedule of Fees.

New Fees

The following new fees have been added to the Schedule of Fees:

- A Credit Card Convenience Fee (S-750) will be charged to customers who use a credit card to pay for City fees. This fee will be set by agreement between the City and its third-party credit card processor. Staff is currently negotiating an agreement for these services and will be bringing the agreement to Council for approval in December.

The exception to the credit card processing fee being paid by the customer are payments received by the City for its Junior Lifeguard and Day Camp programs through the Active Network recreation software program. The City pays for these processing fees and the annual cost for the processing fees is included in the calculation of the Junior Lifeguard and Day Camp program fees.

- Applicants that pay Community Development related fees receive a 15% discount on certain fees if they are paying for multiple permits/fees on their project. The 15% discount is applied to certain fees that would be less than the highest Community Development fee paid by the applicant for their project.

For example, if an applicant pays $8,877 for a Conditional Use Permit (CUP) fee (S-001) and $5,228 for a Development Review Permit (DRP) (S-021) fee on their project, they will receive a 15% discount on the DRP fee and pay $4,443 instead of $5,228, a savings to the applicant of $785.
This discount has been an internal Community Development policy and Staff is recommending that the policy be incorporated into the Fee Schedule. The fee amounts that are eligible for the 15% discount on the Fee Schedule are referenced by a column labeled "15% Discount" and are highlighted in yellow to the left of the Service Code Number.

- The City charges $10 for a Sound Permit fee (S-515) that is normally applied for at the same time as when a Special Event application is submitted. This fee was inadvertently omitted from the Fee Schedule approved by Council in November 2018 and Staff is recommending this fee be added.

- Facility rentals and special events require an applicant to provide a certificate of liability insurance and related endorsements that protect the City in case of a claim resulting from the use of City property. If the applicant is unable to provide their own proof of insurance, the City offers a program through its insurance broker that allows the applicants to purchase the insurance. The premium for this coverage is set by the City's insurance broker and the cost is included on the facility rental and special event applications. Staff is recommending this fee be added to the Fee Schedule.

- Upon initial submittal to the City, permit fees based on valuations will be calculated using the valuations listed in Attachment A of the Fee Schedule. This will be the minimum fee charged for the permit. If, upon a subsequent submittal, the valuation decreases, no refund based on the decreased valuation will be provided to the applicant. If the valuation increases, additional permit fees will be calculated based on the difference between the valuation used to calculate the minimum fee and the increased valuation.

The new fee, with the exception of the 15% Community Development discount fee and the minimum permit valuation fee are highlighted in orange on the Fee Schedule.

**CEQA COMPLIANCE STATEMENT:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

An adjustment to the City's Fee Schedule based on cost of living changes helps to maintain user fees to more efficiently utilize general revenues (taxes) for costs in services and programs such as public safety, infrastructure maintenance, and economic development.

**WORK PLAN:**

Fiscal Sustainability
OPTIONS:

- Adopt the proposed fee resolution recommendations as presented in Resolution 2019-149.
- Provide direction to modify the fee resolution.
- Deny the fee resolution.
- Request additional information.
- Take no action at this time.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council:


CITY MANAGER’S RECOMMENDATION:

Approve Department Recommendation.

Gregory Wade, City Manager

Attachments:

1. Resolution No. 2019-149
2. Schedule of Fees effective January 1, 2020
RESOLUTION 2019-149

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AMENDING THE SCHEDULE OF FEES EFFECTIVE JANUARY 1, 2020

WHEREAS, the City of Solana Beach has conducted an extensive and exhaustive analysis of its services, the costs reasonably borne of providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services; and the City desires to provide a review process for landscape plans and site inspections for landscaping of development projects; and

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

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

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

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

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

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

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

WHEREAS, pursuant to California Government Code Section 6062, a general explanation of the hereinafter contained schedule of fees and charges has been published as required; and
WHEREAS, all requirements of California Government Code Section 66016 are hereby found to have been complied with.

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

1. That the above recitations are true and correct.

2. **Fee Schedule Adoption.** The attached schedule of fees and charges (Exhibit A) are hereby directed to be computed by and applied by the various City departments, and to be collected by the City Finance Department for the herein listed special services when provided by the City or its designated contractors.

3. **Separate Fee for Each Process.** All fees set forth by this resolution are for each identified process; additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a per unit of measurement basis the fee is for each identified unit or portion thereof within the indicated ranges of such units.

4. **Added Fees and Refunds.** Where additional fees need to be charged and collected for completed staff work, or where a refund of excess deposited monies is due, and where such charge or refund is ten dollars ($10.00) or less, a charge or refund need not be made, pursuant to California Government Code Section 29375.1 and amendments thereto.

5. **Listing of Fees and Phase In.** The attached list of fees shall be charged and collected for the enumerated services as scheduled.

6. **Interpretations.** This Resolution may be interpreted by the several City department heads in consultation with the City Manager and, should there be a conflict between two fees then the lower in dollar amount of the two shall be applied.

7. **Adjustments to Fees.** It is the intention of the City Council to conduct an extensive analysis of its services periodically and review the fees and charges as determined and set out herein based on the City’s Annual Budget and all the City’s costs reasonably borne as established at that time and, if warranted, to revise such fees. Inflation adjustments made between such periodic review shall be
done annually effective January 1 of each calendar year via a new fee
resolution and shall be based on the San Diego-Carlsbad CPI, All Items,
for All Urban Consumers (CPI-U) Index, not to exceed 2.5% annually,
for the prior twelve month period June through May.

8. **Adjustment to Fees effective January 1, 2020**: The San Diego-
Carlsbad CPI, All Items, for All Urban Consumers (CPI-U) Index, for the
twelve month period June 2018 through May 2019 is 3.8%, therefore,
the adjustment in fees effective January 1, 2020 will be an adjustment
of 2.5%.

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

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

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

11. **Constitutionality**: If any portion of this Resolution is declared invalid
or unconstitutional then it is the intention of the City Council to have
passed the entire Resolution and all its component parts, and all other
sections of this Resolution shall remain in full force and effect.
PASSED AND ADOPTED this 13th day of November 2019, 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 –

______________________________
DAVID A. ZITO, Mayor

APPROVED AS TO FORM:  ATTEST:

______________________________
JOHANNA N. CANLAS, City Attorney

______________________________
ANGELA IVEY, City Clerk
<table>
<thead>
<tr>
<th>Service Code #</th>
<th>Dept</th>
<th>Service Description of Service</th>
<th>Fee for Service Effective 01/01/20</th>
<th>Fee Instructions/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-001</td>
<td>Community Dev</td>
<td>Conditional Use Permit - Processing</td>
<td>$8,877</td>
<td>All CUPs: $8,877 Per application. Bluff retention device CUPs will include deposit based on estimated costs for third-party geotechnical review, consultant review, and legal services. Optional: expediting fee and CEQA document preparation fee, upon request.</td>
</tr>
<tr>
<td>S-001A</td>
<td>Community Dev</td>
<td>Conditional Use Permit - Wireless &amp; Communication Facility CUPs - Time Extension</td>
<td>$3,121</td>
<td>Per application. Bluff Retention Device CUPs &amp; Wireless Communication Facility CUPs Require additional deposit for various third-party reviews at Cost + 15% (see Service Code #S-350)</td>
</tr>
<tr>
<td>S-002</td>
<td>Community Dev</td>
<td>Conditional Use Permit - Revise/Modify</td>
<td>$2,327</td>
<td>Per application. Conditional Use Permit CUPs - Revise/Modify $2,327 Per application.</td>
</tr>
<tr>
<td>S-003</td>
<td>Community Dev</td>
<td>Conditional Use Permit - Time Extension</td>
<td>$2,891</td>
<td>Per application. Conditional Use Permit CUPs - Time Extension $2,891 Per application.</td>
</tr>
<tr>
<td>S-004</td>
<td>Community Dev</td>
<td>Community Development Directors Use Permit</td>
<td>$2,665</td>
<td>Per application (Wireless). Community Development Directors Use Permit $2,665 Per application.</td>
</tr>
<tr>
<td>S-005</td>
<td>Community Dev</td>
<td>Community Development Dir. Use Permit - Revision</td>
<td>$1,471</td>
<td>Per application. Community Development Dir. Use Permit $1,471 Per application.</td>
</tr>
<tr>
<td>S-006</td>
<td>Community Dev</td>
<td>Community Development Dir. Use Permit - Time Extension</td>
<td>$1,245</td>
<td>Per application. Community Development Dir. Use Permit - Time Extension $1,245 Per application.</td>
</tr>
<tr>
<td>S-008</td>
<td>Community Dev</td>
<td>Minor Exception - Review Process</td>
<td>$1,189</td>
<td>Per application. Minor Exception - Review Process $1,189 Per application.</td>
</tr>
<tr>
<td>S-011</td>
<td>Community Dev</td>
<td>Temporary Use Permit - Processing</td>
<td>$1,522</td>
<td>Per application. Temporary Use Permit $1,522 Per application.</td>
</tr>
<tr>
<td>S-012</td>
<td>Community Dev</td>
<td>Temporary Use Permit - Time Extension</td>
<td>$743</td>
<td>Per application. Temporary Use Permit - Time Extension $743 Per application.</td>
</tr>
<tr>
<td>S-014</td>
<td>Community Dev</td>
<td>Variance - Processing</td>
<td>$6,719</td>
<td>Per application. Variance - Processing $6,719 Per application.</td>
</tr>
<tr>
<td>S-016</td>
<td>Community Dev</td>
<td>Pre-application review</td>
<td>$2,834</td>
<td>Per application. Pre-application review $2,834 Per application.</td>
</tr>
<tr>
<td>S-017</td>
<td>Community Dev</td>
<td>Appeal to the City Council</td>
<td>$1,676</td>
<td>Per appeal. Appeal to the City Council $1,676 Per appeal.</td>
</tr>
<tr>
<td>S-018</td>
<td>Community Dev</td>
<td>General Plan Amendment</td>
<td>$10,000</td>
<td>$10,000 deposit or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs as determined by Service Code #350. City staff will track time related to the project so that 100% of costs are recovered.</td>
</tr>
<tr>
<td>S-019</td>
<td>Community Dev</td>
<td>Rezoning Review/Specific Plan</td>
<td>$10,000</td>
<td>$10,000 deposit or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs as determined by Service Code #350. City staff will track time related to the project so that 100% of costs are recovered.</td>
</tr>
<tr>
<td>S-020</td>
<td>Community Dev</td>
<td>Zoning Text Amendment</td>
<td>$10,000</td>
<td>$10,000 deposit or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs as determined by Service Code #350. City staff will track time related to the project so that 100% of costs are recovered.</td>
</tr>
<tr>
<td>S-021</td>
<td>Community Dev</td>
<td>Development Review Permit - Processing</td>
<td>$6,719</td>
<td>Level I - $5,228 Residents $10,470 Non-Residents $10,470 or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs as determined by Service Code #350.</td>
</tr>
<tr>
<td>S-023</td>
<td>Community Dev</td>
<td>Major Subdivision - Tentative Map</td>
<td>$14,350</td>
<td>Per application. Major Subdivision - Tentative Map $14,350 Per application.</td>
</tr>
<tr>
<td>S-024</td>
<td>Community Dev</td>
<td>Major Subdivision - Final Map</td>
<td>$4,976</td>
<td>Per application. Major Subdivision - Final Map $4,976 Per application.</td>
</tr>
<tr>
<td>S-026</td>
<td>Community Dev</td>
<td>Major Subdivision - Time Extension</td>
<td>$3,875</td>
<td>Per application. Major Subdivision - Time Extension $3,875 Per application.</td>
</tr>
<tr>
<td>S-027</td>
<td>Community Dev</td>
<td>Minor Subdivision - Tentative Map</td>
<td>$10,993</td>
<td>Per application. Minor Subdivision - Tentative Map $10,993 Per application.</td>
</tr>
<tr>
<td>S-028</td>
<td>Community Dev</td>
<td>Minor Subdivision - Parcel Map</td>
<td>$4,033</td>
<td>Per application. Minor Subdivision - Parcel Map $4,033 Per application.</td>
</tr>
</tbody>
</table>
## EXHIBIT A

### Schedule of Fees

**Effective January 1, 2020**

<table>
<thead>
<tr>
<th>Service Code #</th>
<th>Dept</th>
<th>Description of Service</th>
<th>Fee for Service</th>
<th>Fee Instructions/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>S-030</strong></td>
<td>Community Dev</td>
<td>Minor Subdivision - Amend. Of Condition</td>
<td>$3,301</td>
<td>Per application</td>
</tr>
<tr>
<td><strong>S-031</strong></td>
<td>Community Dev</td>
<td>Minor Subdivision - Time Extension</td>
<td>$3,193</td>
<td>Per application</td>
</tr>
<tr>
<td><strong>S-032</strong></td>
<td>Community Dev</td>
<td>Environmental Documentation</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Deposit for third-party review at Cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>+ 15% Admin Fee (see Service Code #350)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>S-035</strong></td>
<td>Community Dev</td>
<td>Environmental Impact Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Deposit for third-party review at Cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>+ 15% Admin Fee (see Service Code #350)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>S-036</strong></td>
<td>Community Dev</td>
<td>Structure Develop. Permit - Processing</td>
<td>$3,680</td>
<td>Per application</td>
</tr>
<tr>
<td><strong>S-036A</strong></td>
<td>Community Dev</td>
<td>Structure Develop. Permit - Processing</td>
<td>$1,104</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(with S-021)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>S-037</strong></td>
<td>Community Dev</td>
<td>Structure Develop. Permit Waiver/Time</td>
<td>$564</td>
<td>Per application</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Extension</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>S-037A</strong></td>
<td>Community Dev</td>
<td>Structure Develop. Permit Waiver/Time</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Extension (with S-023)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>S-040</strong></td>
<td>Community Dev</td>
<td>View Assessment - Claimant</td>
<td>$600 view assessment - claimant</td>
<td>Per application</td>
</tr>
<tr>
<td></td>
<td></td>
<td>View Assessment - Applicant</td>
<td>$600 view assessment - applicant</td>
<td>Full refund of application fee will be made if parties settle 2 weeks before a scheduled VAC hearing and a refund of $300 if parties settle within the 2 week period before a VAC hearing</td>
</tr>
<tr>
<td><strong>S-041</strong></td>
<td>Community Dev</td>
<td>View Assessment Committee (VAC) - Appeal to City Council</td>
<td>$1,799</td>
<td>Per application</td>
</tr>
<tr>
<td><strong>S-042</strong></td>
<td>Community Dev</td>
<td>View Assessment - Community Development Director Appeal to City Council</td>
<td>This fee would be charged as an Appeal to the City Council (S-017) and not as a separate fee.</td>
<td>Per application</td>
</tr>
<tr>
<td><strong>S-050</strong></td>
<td>Community Dev</td>
<td>Standard Sign Permit - Processing</td>
<td>$338</td>
<td>Per application</td>
</tr>
<tr>
<td><strong>S-051</strong></td>
<td>Community Dev</td>
<td>Comprehensive Sign Plan - Review Process</td>
<td>$964</td>
<td>Per application</td>
</tr>
<tr>
<td></td>
<td></td>
<td>plus 100% fine of original sign permit if the sign was built without a permit.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>S-052</strong></td>
<td>Community Dev</td>
<td>Comprehensive Sign Plan - Amendment</td>
<td>$507</td>
<td>Per application</td>
</tr>
<tr>
<td><strong>S-053</strong></td>
<td>Community Dev</td>
<td>Temporary Sign/Banner</td>
<td>$113</td>
<td>Per application</td>
</tr>
<tr>
<td><strong>S-060</strong></td>
<td>Community Dev</td>
<td>Landscape Plan Review/Inspection</td>
<td></td>
<td>Per application</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Deposit for third-party review at Cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>+ 15% Admin Fee (see Service Code #350)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>S-065</strong></td>
<td>Community Dev</td>
<td>Street Address Change</td>
<td>$251 for first five addresses plus $56 for each additional five addresses</td>
<td>Per application</td>
</tr>
<tr>
<td><strong>S-067</strong></td>
<td>Community Dev</td>
<td>Planning Public Noticing</td>
<td>$548 per notice plus actual mailing and newspaper costs</td>
<td>Per notice</td>
</tr>
<tr>
<td></td>
<td></td>
<td>If a project has more than one notice, this fee would be charged for each notice.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>A multi-permit discount of 15% is available for each additional Planning Department permit service filed on the same project at the same time as the first permit service. For example, if a Conditional Use Permit (CUP) ($8,677) is filed simultaneously with a Development Review Permit (DRP) ($5,228), the required fee would be $8,677 plus $5,228 minus 15% of $5,228, or $4,444 for the DRP (the discount is applied to the lower cost fee).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Code #</td>
<td>Dept</td>
<td>Service</td>
<td>Fee for Service</td>
<td>Fee Instructions/Notes</td>
</tr>
<tr>
<td>--------</td>
<td>------</td>
<td>---------</td>
<td>----------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>S-100</td>
<td>Engineering</td>
<td>Lot Line Adj./Cert. Of Compliance. - Review</td>
<td>$1,881 per application</td>
<td>or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs as determined by S-350.</td>
</tr>
<tr>
<td>S-110</td>
<td>Engineering</td>
<td>Grading Plan Check</td>
<td>Construction Valuation: ($1,000 minimum fee) $0-$20,000: 10% of the construction value $20,001-$80,000: $2,050 + 3% of the construction value over $20,000 $80,001-$200,000: $3,800 + 1% of the construction value over $80,000 $200,001+: $5,000 + 1% of the construction value over $200,000</td>
<td>Per application</td>
</tr>
<tr>
<td>S-110A</td>
<td>or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S-110B</td>
<td>Bluff Projects - Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S-111</td>
<td>Engineering</td>
<td>Grading Permit/Inspection</td>
<td>Construction Valuation: ($1,000 minimum fee) $0-$20,000: 5% of the construction value $20,001-$80,000: $1,000 + 1.5% of the construction value over $20,000 $80,001-$200,000: $1,900 + 1% of the construction value over $80,000 $200,001+: $3,100 + 1% of the construction value over $200,000</td>
<td>Per permit/inspection</td>
</tr>
<tr>
<td>S-111A</td>
<td>or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S-111B</td>
<td>Bluff Projects - Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S-112</td>
<td>Engineering</td>
<td>Grading Deposits</td>
<td>Based on an Engineer’s Estimate of the work performed under the permit. Per Resolution 2001-85, the City of San Diego Cost Estimate Unit Price List is used for determining security amount</td>
<td>Per permit/inspection</td>
</tr>
<tr>
<td>S-115</td>
<td>Engineering</td>
<td>Public Improvement Plan Check</td>
<td>Construction Valuation: ($1,000 minimum fee) $0-$20,000: 10% of the construction value $20,001-$80,000: $2,050 + 3% of the construction value over $20,000 $80,001-$200,000: $3,800 + 1% of the construction value over $80,000 $200,001+: $5,000 + 1% of the construction value over $200,000</td>
<td>Per application</td>
</tr>
<tr>
<td>S-115A</td>
<td>or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S-115B</td>
<td>Bluff Projects - Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Code #</td>
<td>Dept</td>
<td>Description of Service</td>
<td>Fee for Service Effective 01/01/20</td>
<td>Fee Instructions/Notes</td>
</tr>
<tr>
<td>---------------</td>
<td>------</td>
<td>------------------------</td>
<td>-----------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>S-116</td>
<td>Engineering</td>
<td>Public Improvement Permit/ Inspection</td>
<td>Construction Valuation: ($1,000 minimum fee) $0-$20,000: 5% of the construction value $20,001-$80,000: $1,000 + 1.5% of the construction value over $20,000 $80,001-$200,000: $1,900 + 1% of the construction value over $80,000 $200,001+: $3,100 + 1% of the construction value over $200,000</td>
<td>Per permit/inspection</td>
</tr>
<tr>
<td>S-116A</td>
<td>Engineering</td>
<td></td>
<td>or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-XXX.</td>
<td></td>
</tr>
<tr>
<td>S-116B</td>
<td>Engineering</td>
<td></td>
<td></td>
<td>Bluff Projects - Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-XXX.</td>
</tr>
<tr>
<td>S-117</td>
<td>Engineering</td>
<td>Public Improvement Deposits</td>
<td>Based on an Engineer’s Estimate of the work performed under the permit. Per Resolution 2001-85, the City of San Diego Cost Estimate Unit Price List is used for determining security amount</td>
<td>Per permit/inspection</td>
</tr>
<tr>
<td>S-120</td>
<td>Engineering</td>
<td>Geotechnical Plan Review/Inspection</td>
<td>Deposit for third-party review at Cost + 15% Admin Fee</td>
<td>Per application</td>
</tr>
<tr>
<td>S-115</td>
<td>Engineering</td>
<td>Encroachment Permit</td>
<td>Street Cut - $774 Standard - $543</td>
<td>Per permit</td>
</tr>
<tr>
<td>S-116</td>
<td>Engineering</td>
<td>Encroachment Permit Deposit</td>
<td>SBMC 11.20.230 - twice the estimated cost of removing the encroachment, but in no case less than $50.00</td>
<td>Per permit</td>
</tr>
<tr>
<td>S-120</td>
<td>Engineering</td>
<td>Miscellaneous Engineering Permit/Inspection</td>
<td>$226</td>
<td>Per permit/inspection</td>
</tr>
<tr>
<td>S-125</td>
<td>Engineering</td>
<td>Easement Abandon/Street Vacation</td>
<td>$1,758 per application</td>
<td>Per application</td>
</tr>
<tr>
<td>S-125A</td>
<td>Engineering</td>
<td></td>
<td>or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-XXX.</td>
<td></td>
</tr>
<tr>
<td>S-127</td>
<td>Engineering</td>
<td>Easement/R.O.W Dedication</td>
<td>$487</td>
<td>Per application</td>
</tr>
<tr>
<td>S-130</td>
<td>Engineering</td>
<td>Subdivision Monuments</td>
<td>security deposit is based on estimate provided by surveyor to set the monuments.</td>
<td>Per application</td>
</tr>
<tr>
<td>S-135</td>
<td>Engineering</td>
<td>Sewer Connection Fees</td>
<td>Future Capacity = 50% Ocean Outfall = 27%</td>
<td>Per total of $4,500 per 1.0 EDU</td>
</tr>
<tr>
<td>S-135A</td>
<td>Engineering</td>
<td></td>
<td>Existing Facility = 23%</td>
<td></td>
</tr>
<tr>
<td>S-140</td>
<td>Engineering</td>
<td>Marine Safety Permit</td>
<td>Deposit collected for: Ramp Fee - $6 per round trip Trip Fee - $3 per ton plus $28 per day for days 1-30 and $54 per day for 31 and subsequent days plus actual staffing costs (4 hour min)</td>
<td>Per Permit</td>
</tr>
</tbody>
</table>
## BUILDING SERVICES

<table>
<thead>
<tr>
<th>Service Code</th>
<th>Dept</th>
<th>Description of Service</th>
<th>Fee for Service (Effective 01/01/20)</th>
<th>Fee Instructions/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-210 TO S-265</td>
<td>Community Dev</td>
<td>Building Plan - Plan Check &amp; Permit/Inspection</td>
<td>See attached valuation tables</td>
<td>Per application &amp; permit/inspection</td>
</tr>
<tr>
<td>S-270</td>
<td>Community Dev</td>
<td>CalGreen Building Plan Check</td>
<td>0-50,000 SF: 3% of Building Permit Plan Check Above 50,001: 1% of Building Permit Plan Check</td>
<td>Per plan check</td>
</tr>
<tr>
<td>S-272</td>
<td>Community Dev</td>
<td>CalGreen Building Permit/Inspection</td>
<td>0-50,000 SF: 3% of Building Inspection Fee Above 50,001: 1% of Building Inspection Fee</td>
<td>Per permit/inspection</td>
</tr>
<tr>
<td>S-275</td>
<td>Community Dev</td>
<td>Commercial Photovoltaic Plan Check</td>
<td>Based on the Project Valuation</td>
<td>Per plan check</td>
</tr>
<tr>
<td>S-277</td>
<td>Community Dev</td>
<td>Commercial Photovoltaic Permit/Inspection</td>
<td>Based on the Project Valuation</td>
<td>Per permit/inspection</td>
</tr>
<tr>
<td>S-278</td>
<td>001-4715</td>
<td>Single Family Single Family Residential Solar Plan Check</td>
<td>$35 (25% of Single Trade Electrical Permit Fee - Attachment B)</td>
<td>Per plan check</td>
</tr>
<tr>
<td>S-279</td>
<td>001-4320</td>
<td>Single Family Single Family Residential Solar Permit/Inspection</td>
<td>$189 (Single Trade Electrical Permit Fee - Attachment B)</td>
<td>Per permit/inspection</td>
</tr>
<tr>
<td>S-280</td>
<td>Community Dev</td>
<td>Building Permit Extension Review</td>
<td>$236</td>
<td>Per application</td>
</tr>
<tr>
<td>S-285</td>
<td>Community Dev</td>
<td>Violation of Building Permit</td>
<td>equal to total of building permit fee that was required (in addition to building permit fee)</td>
<td>Per violation</td>
</tr>
<tr>
<td>S-290</td>
<td>Community Dev</td>
<td>SMIP Fee</td>
<td>per Section 2705 of the Public Resources Code</td>
<td></td>
</tr>
<tr>
<td>S-291</td>
<td>Community Dev</td>
<td>State Building Standards Fee</td>
<td>per HSC Section 18931.6</td>
<td></td>
</tr>
</tbody>
</table>
## Schedule of Fees

Effective January 1, 2020

<table>
<thead>
<tr>
<th>Service Code #</th>
<th>Dept</th>
<th>Description of Service</th>
<th>Fee for Service</th>
<th>Fee Instructions/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-305</td>
<td>Community Dev</td>
<td>Regional Transportation Congestion Program RTCIP Fee</td>
<td>Single family $3,623 per dwelling unit</td>
<td>Per application; fee set by SANDAG and adjusted annually, no less than 2% per year.</td>
</tr>
<tr>
<td>S-310</td>
<td>Community Dev</td>
<td>Public Facilities Fee</td>
<td>1% of project valuation</td>
<td></td>
</tr>
<tr>
<td>S-315</td>
<td>Community Dev</td>
<td>Master Art Policy Fee</td>
<td>0.5% of project valuation</td>
<td>Per application; commercial projects with valuation of $500,000 or more with 5 or more dwelling units; deposit</td>
</tr>
<tr>
<td>S-320</td>
<td>Community Dev</td>
<td>Affordable Housing Impact Fee</td>
<td>$25.28 per SF</td>
<td></td>
</tr>
<tr>
<td>S-322</td>
<td>Engineering</td>
<td>Transporation Impact Fee (TIF)</td>
<td>See Attachment C</td>
<td></td>
</tr>
<tr>
<td>S-330</td>
<td>Fire</td>
<td>Fire Mitigation Impact Fee (FMIF)</td>
<td>See Attachment C</td>
<td></td>
</tr>
<tr>
<td>S-332</td>
<td>Community Dev</td>
<td>Park Development Impact Fee (PDIF)</td>
<td>See Attachment C</td>
<td></td>
</tr>
<tr>
<td>S-334</td>
<td>Community Dev</td>
<td>Public Use Facilities Impact Fee (PUFIF)</td>
<td>See Attachment C</td>
<td></td>
</tr>
<tr>
<td>S-350A</td>
<td>Various</td>
<td>Third Party Review</td>
<td>Landscape Review</td>
<td></td>
</tr>
<tr>
<td>S-350B</td>
<td>Various</td>
<td></td>
<td>Wireless Review</td>
<td></td>
</tr>
<tr>
<td>S-350C</td>
<td>Various</td>
<td></td>
<td>Geotechnical Review</td>
<td></td>
</tr>
<tr>
<td>S-350D</td>
<td>Various</td>
<td></td>
<td>Biological Review</td>
<td></td>
</tr>
<tr>
<td>S-350E</td>
<td>Various</td>
<td></td>
<td>Special Counsel Review</td>
<td></td>
</tr>
<tr>
<td>S-350F</td>
<td>Various</td>
<td></td>
<td>Stormwater Review</td>
<td></td>
</tr>
<tr>
<td>S-350G</td>
<td>Various</td>
<td></td>
<td>Traffic Review</td>
<td>+ 15% of Third Party Review Cost (S-355)</td>
</tr>
<tr>
<td>S-350H</td>
<td>Various</td>
<td></td>
<td>Environmental Review</td>
<td></td>
</tr>
<tr>
<td>S-350I</td>
<td>Various</td>
<td></td>
<td>Shoreline Development Review</td>
<td></td>
</tr>
<tr>
<td>S-350J</td>
<td>Various</td>
<td></td>
<td>Noise Review</td>
<td></td>
</tr>
<tr>
<td>S-350K</td>
<td>Various</td>
<td></td>
<td>Cultural Resources Review</td>
<td></td>
</tr>
<tr>
<td>S-350L</td>
<td>Various</td>
<td></td>
<td>Bluff Retention</td>
<td></td>
</tr>
<tr>
<td>S-355</td>
<td>Various</td>
<td>Third Party Review Admin</td>
<td>Third Party Review Admin Fee</td>
<td>15% of Third Part Review Cost (S-350)</td>
</tr>
</tbody>
</table>
## Schedule of Fees
### Effective January 1, 2020

<table>
<thead>
<tr>
<th>Service Code #</th>
<th>Dept</th>
<th>Description of Service</th>
<th>Fee for Service</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-410</td>
<td>Fire</td>
<td>Fire Building Plan Check &amp; Permit/Inspection</td>
<td>Commercial: Plan Check - $205 per plan. Permit/Inspection - $138 per inspection.</td>
<td>15% Discount</td>
</tr>
<tr>
<td>S-411</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Commercial) Plan Check: Tenant Improvement - $67 New - Actual Costs</td>
<td></td>
</tr>
<tr>
<td>S-412</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Residential) Plan Check: 0-2,500 Sq. Ft: $103 2,501-5,000 Sq. Ft: $133 5,001-7,000 Sq. Ft: $138 7,001-10,000 Square Ft: $205 10,001+: Sq. Ft: $205</td>
<td>0-2,500 Sq. Ft: $103 2,501-5,000 Sq. Ft: $138 5,001-7,000 Sq. Ft: $169 7,001-10,000 Square Ft: $205 10,001+: Sq. Ft: $236</td>
</tr>
<tr>
<td>S-413</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Residential) Plan Check:</td>
<td></td>
</tr>
<tr>
<td>S-414</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Residential) Plan Check: 0-2,500 Sq. Ft: $103 2,501-5,000 Sq. Ft: $138 5,001-7,000 Sq. Ft: $169 7,001-10,000 Square Ft: $205 10,001+: Sq. Ft: $236</td>
<td>0-2,500 Sq. Ft: $103 2,501-5,000 Sq. Ft: $138 5,001-7,000 Sq. Ft: $169 7,001-10,000 Square Ft: $205 10,001+: Sq. Ft: $236</td>
</tr>
<tr>
<td>S-420</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Commercial) Plan Check: Tenant Improvement - $67 New - Actual Costs</td>
<td></td>
</tr>
<tr>
<td>S-422</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Residential) Plan Check: 0-2,500 Sq. Ft: $103 2,501-5,000 Sq. Ft: $138 5,001-7,000 Sq. Ft: $169 7,001-10,000 Square Ft: $205 10,001+: Sq. Ft: $236</td>
<td>0-2,500 Sq. Ft: $103 2,501-5,000 Sq. Ft: $138 5,001-7,000 Sq. Ft: $169 7,001-10,000 Square Ft: $205 10,001+: Sq. Ft: $236</td>
</tr>
<tr>
<td>S-423</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Residential) Plan Check: 0-2,500 Sq. Ft: $103 2,501-5,000 Sq. Ft: $138 5,001-7,000 Sq. Ft: $169 7,001-10,000 Square Ft: $205 10,001+: Sq. Ft: $236</td>
<td>0-2,500 Sq. Ft: $103 2,501-5,000 Sq. Ft: $138 5,001-7,000 Sq. Ft: $169 7,001-10,000 Square Ft: $205 10,001+: Sq. Ft: $236</td>
</tr>
<tr>
<td>S-424</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Commercial) Plan Check: Tenant Improvement - $67 New - Actual Costs</td>
<td></td>
</tr>
<tr>
<td>S-425</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Residential) Plan Check:</td>
<td></td>
</tr>
<tr>
<td>S-426</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Commercial) Plan Check: Tenant Improvement - $67 New - Actual Costs</td>
<td></td>
</tr>
<tr>
<td>S-427</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Residential) Plan Check:</td>
<td></td>
</tr>
<tr>
<td>S-430</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Commercial) Plan Check: Tenant Improvement - $67 New - Actual Costs</td>
<td></td>
</tr>
<tr>
<td>S-431</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Residential) Plan Check:</td>
<td></td>
</tr>
<tr>
<td>S-432</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Commercial) Plan Check: Tenant Improvement - $67 New - Actual Costs</td>
<td></td>
</tr>
<tr>
<td>S-433</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Residential) Plan Check:</td>
<td></td>
</tr>
<tr>
<td>S-434</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Commercial) Plan Check: Tenant Improvement - $67 New - Actual Costs</td>
<td></td>
</tr>
<tr>
<td>S-435</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Residential) Plan Check:</td>
<td></td>
</tr>
<tr>
<td>S-436</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Commercial) Plan Check: Tenant Improvement - $67 New - Actual Costs</td>
<td></td>
</tr>
<tr>
<td>S-437</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Residential) Plan Check:</td>
<td></td>
</tr>
<tr>
<td>S-438</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Commercial) Plan Check: Tenant Improvement - $67 New - Actual Costs</td>
<td></td>
</tr>
<tr>
<td>S-439</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Residential) Plan Check:</td>
<td></td>
</tr>
<tr>
<td>S-440</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Commercial) Plan Check: Tenant Improvement - $67 New - Actual Costs</td>
<td></td>
</tr>
<tr>
<td>S-441</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Residential) Plan Check:</td>
<td></td>
</tr>
<tr>
<td>S-442</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Commercial) Plan Check: Tenant Improvement - $67 New - Actual Costs</td>
<td></td>
</tr>
<tr>
<td>S-443</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Residential) Plan Check:</td>
<td></td>
</tr>
<tr>
<td>S-444</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Commercial) Plan Check: Tenant Improvement - $67 New - Actual Costs</td>
<td></td>
</tr>
<tr>
<td>S-445</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Residential) Plan Check:</td>
<td></td>
</tr>
<tr>
<td>S-446</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Commercial) Plan Check: Tenant Improvement - $67 New - Actual Costs</td>
<td></td>
</tr>
<tr>
<td>S-447</td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit</td>
<td>(Residential) Plan Check:</td>
<td></td>
</tr>
</tbody>
</table>
### EXHIBIT A
**Schedule of Fees**
**Effective January 1, 2020**

<table>
<thead>
<tr>
<th>Service Code #</th>
<th>Dept</th>
<th>Description of Service</th>
<th>Fee for Service</th>
<th>Fee Instructions/Notes</th>
</tr>
</thead>
</table>
| S-460          | Fire | Business Fire Safety Inspection | B. R2, R2.1 Occupancies:  
0-1,000 SF - $103  
1,001-3,500 SF - $205  
3,501-10,000 SF - $272  
10,001 SF - $815  
All Other Occupancies:  
0-1,000 SF - $205  
1,001-3,500 SF - $410  
3,501-10,000 SF - $543  
10,001 SF - $1,087 | Per in-City business certificate application (S-620) & renewal (S-626) |
| S-470          | Community Dev (Codes) | False Alarm |  
1. $50 for the first excessive false alarm;  
2. $100 for the second excessive false alarm;  
3. $150 for the third and each successive excessive false alarm | SBMC 4.36 |
| S-490          | Marine Safety | Marine Safety Junior Lifeguard |  
2 week session - $250 (Non-resident) $225 (Resident)  
4 week session - $375 (Non-resident) $350 (Resident)  
5 week session - $450 (Non-resident) $425 (Resident) |
<table>
<thead>
<tr>
<th>Service Code #</th>
<th>Dept</th>
<th>Description of Service</th>
<th>Fee for Service Effective 01/01/20</th>
<th>Fee Instructions/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-510</td>
<td>Community Serv</td>
<td>Special Event Permit</td>
<td>$50 Resident/Non-profit</td>
<td>$256 Non-resident</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$784 for street closure</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Per permit; Block Parties are exempt from street closure rate</td>
<td></td>
</tr>
<tr>
<td>S-515</td>
<td>Community Serv</td>
<td>Sound Permit</td>
<td>$10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>per application</td>
<td></td>
</tr>
<tr>
<td>S-519</td>
<td>Finance</td>
<td>Liability Insurance</td>
<td>set by City's Insurance Broker</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Per event or rental</td>
<td></td>
</tr>
<tr>
<td>S-520</td>
<td>Community Serv</td>
<td>Contract Enrichment Classes</td>
<td>100% cost recovery</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Per class; Class instructor receives 70% of the class fee and the City receives 30% of the class fee.</td>
<td></td>
</tr>
<tr>
<td>S-522</td>
<td>Community Serv</td>
<td>Day Camp Program</td>
<td>$120 resident / $140 non-resident</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$35 aftercare</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Leader in Training $30</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Per camp</td>
<td></td>
</tr>
<tr>
<td>S-524</td>
<td>Community Serv</td>
<td>Sports Field Admin</td>
<td>Residents $0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Non-residents $21</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Per hour</td>
<td></td>
</tr>
<tr>
<td>S-526</td>
<td>Community Serv</td>
<td>Facility Rental (Community Center)</td>
<td>$62 Resident</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$67 Non-resident</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Per hour</td>
<td></td>
</tr>
<tr>
<td>S-540</td>
<td>Community Serv</td>
<td>Public Art Consignment Fee</td>
<td>$103 + 25% of sale price if sold</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Per application for requests from artists to display their art in the public right of way per the MAP guidelines.</td>
<td></td>
</tr>
</tbody>
</table>
## EXHIBIT A
### Schedule of Fees
**Effective January 1, 2020**

<table>
<thead>
<tr>
<th>Service Code #</th>
<th>Dept</th>
<th>Description of Service</th>
<th>Fee for Service</th>
<th>Fee Instructions/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-610</td>
<td>Finance</td>
<td>Short Term Vacation Rental Permit</td>
<td>New: $103 per permit</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><em>Late Fee</em>: $103 plus the cost of the Permit</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><em>Renewal</em>: $56 per permit</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><em>Late Fees</em>: $103 plus renewal fee</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>91+ days late - Per SBMC 4.02.230</td>
<td></td>
</tr>
<tr>
<td>S-620</td>
<td>Finance</td>
<td>New/Changed Business Certificate</td>
<td>Home Base/Located outside the City: $103 per application</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><em>Late Fees</em>: $231 per application</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Business located within the City: 90 days late - $103 plus the cost of the Certificate</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>91+ days late - Per SBMC 4.02.230</td>
<td></td>
</tr>
<tr>
<td>S-626</td>
<td>Finance</td>
<td>Business Certificate Renewal</td>
<td>$48 per renewal</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Plus 100% late fee if received 31 to 90 days late Thereafter Administrative Citation Process</td>
<td></td>
</tr>
<tr>
<td>S-628</td>
<td>Finance</td>
<td>SB 1186</td>
<td>$4.00 SB 1186 Fee to be paid by all business certificate, regulatory, and STVR applicants</td>
<td></td>
</tr>
<tr>
<td>S-629</td>
<td>Finance</td>
<td>Business Certificate Duplicate</td>
<td>$21</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>New: $246 per permit plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renewal: $138 per permit plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td>S-630</td>
<td>Community Dev (Codes)</td>
<td>Amusement Permit</td>
<td>New: $246 per permit plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renewal: $138 per permit plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td>S-631</td>
<td>Community Dev (Codes)</td>
<td>Dance Permit</td>
<td>New: $246 per permit plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renewal: $138 per permit plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td>S-632</td>
<td>Community Dev (Codes)</td>
<td>Entertainment Permit</td>
<td>New: $246 per permit plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renewal: $138 per permit plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td>S-633</td>
<td>Community Dev (Codes)</td>
<td>Firearms Permit</td>
<td>New: $246 per permit plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renewal: $138 per permit plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td>S-634</td>
<td>Community Dev (Codes)</td>
<td>Massage Establishment Permit</td>
<td>New: $246 per permit plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renewal: $138 per permit plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td>S-635</td>
<td>Community Dev (Codes)</td>
<td>Secondhand Dealer Permit</td>
<td>New: $246 per permit plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renewal: $138 per permit plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td>S-636</td>
<td>Community Dev (Codes)</td>
<td>Solicitors Permit</td>
<td>New: $246 per permit plus $108 for each additional solicitor plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renewal: $138 per permit plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td>S-637</td>
<td>Community Dev (Codes)</td>
<td>Taxi Business Permit</td>
<td>New: $354 per permit plus $21 for each cab plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renewal: $190 per permit plus $21 for each cab plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td>S-638</td>
<td>Community Dev (Codes)</td>
<td>Tobacco Sales Permit</td>
<td>New: $246</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renewal: $138 per permit plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Late Fee - Renewal fee = 10%</td>
<td></td>
</tr>
<tr>
<td>S-660</td>
<td>Engineering</td>
<td>Golf Cart Permit</td>
<td>$10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Per permit</td>
<td></td>
</tr>
<tr>
<td>Code #</td>
<td>Dept</td>
<td>Service Description</td>
<td>Fee Instructions/Notes</td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>------</td>
<td>------------------------------------</td>
<td>----------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>S-711</td>
<td>City Clerk</td>
<td>Notary Public Service</td>
<td>Per signature; limited to $15 by State law.</td>
<td></td>
</tr>
<tr>
<td>S-712</td>
<td>City Clerk</td>
<td>Document Certification</td>
<td>Per item</td>
<td></td>
</tr>
<tr>
<td>S-715</td>
<td>City Clerk</td>
<td>Audio/Video Tape Reproduction</td>
<td>Audio CD - $22&lt;br&gt;DVD - $22&lt;br&gt;Convert VHS to DVD - $42&lt;br&gt;Convert Audio Cassette to CD/MP4 - Actual Costs</td>
<td>Per item</td>
</tr>
<tr>
<td>S-716</td>
<td>City Clerk</td>
<td>Annual Agenda Mailing Subscription</td>
<td>$333 staff costs plus $59 copying/mailing costs = $392 per subscriber per year</td>
<td>Per Annual Subscription</td>
</tr>
<tr>
<td>S-717</td>
<td>City Clerk</td>
<td>Annual Agenda Packet Mailing Subscription</td>
<td>$979 staff costs plus $615 copying/mailing costs = $1,594 per subscriber per year</td>
<td>Per Annual Subscription</td>
</tr>
<tr>
<td>S-718</td>
<td>City Clerk</td>
<td>Special Notice Subscription</td>
<td>$51 staff costs plus $4 copying/mailing costs = $55 per subscriber per year</td>
<td>Per Annual Subscription</td>
</tr>
<tr>
<td>S-719</td>
<td>City Clerk</td>
<td>Document Print/Copy</td>
<td>All Copies - First 10 pages - No Charge&lt;br&gt;Document Imaging - First 10 pages - No Charge&lt;br&gt;0.15 per page for every page thereafter&lt;br&gt;Data Copy - $8 per device&lt;br&gt;Agenda Packet - $67&lt;br&gt;Maps/Blueprints - Actual Costs</td>
<td>Per request</td>
</tr>
<tr>
<td>S-720</td>
<td>City Clerk</td>
<td>Candidate Processing</td>
<td>$25&lt;br&gt;Per application; fee set by the State</td>
<td></td>
</tr>
<tr>
<td>S-721</td>
<td>City Clerk</td>
<td>Initiative Processing</td>
<td>$200&lt;br&gt;Per initiative; fee set by the State</td>
<td></td>
</tr>
<tr>
<td>S-722</td>
<td>City Clerk</td>
<td>Verification of Residency</td>
<td>$19&lt;br&gt;Per request</td>
<td></td>
</tr>
<tr>
<td>S-740</td>
<td>Finance</td>
<td>NSF Check</td>
<td>$55&lt;br&gt;Per incident</td>
<td></td>
</tr>
<tr>
<td>S-750</td>
<td>Finance</td>
<td>Credit Card Convenience Fee</td>
<td>set by City's Third-Party Credit Card Processor&lt;br&gt;Per credit card charge</td>
<td></td>
</tr>
<tr>
<td>S-760</td>
<td>Various</td>
<td>Technology Surcharge</td>
<td>Charge 1.025% of all Plan Check and Permit fees and Entitlements (except Impact Fees)</td>
<td></td>
</tr>
</tbody>
</table>
## ATTACHMENT A - Valuations 2009

<table>
<thead>
<tr>
<th>Occ</th>
<th>Use</th>
<th>Type of Construction</th>
<th>2008-2009</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-2</td>
<td>Apartment Houses</td>
<td>*Type I or II-F.R.</td>
<td>141.69</td>
</tr>
<tr>
<td></td>
<td>Apartment Houses</td>
<td>Type V or III (Masonry)</td>
<td>115.69</td>
</tr>
<tr>
<td></td>
<td>Apartment Houses</td>
<td>Type V Wood Frame</td>
<td>106.60</td>
</tr>
<tr>
<td></td>
<td>Apartment Houses</td>
<td>Type I Basement Garage</td>
<td>49.40</td>
</tr>
<tr>
<td>B</td>
<td>Banks *Type I or II-F.R</td>
<td></td>
<td>192.39</td>
</tr>
<tr>
<td></td>
<td>Banks Type II 1-Hour</td>
<td></td>
<td>141.69</td>
</tr>
<tr>
<td></td>
<td>Banks Type II-N</td>
<td></td>
<td>137.79</td>
</tr>
<tr>
<td></td>
<td>Banks Type III 1-Hour</td>
<td></td>
<td>155.99</td>
</tr>
<tr>
<td></td>
<td>Banks Type III-N</td>
<td></td>
<td>150.79</td>
</tr>
<tr>
<td></td>
<td>Banks Type V 1-Hour</td>
<td></td>
<td>141.69</td>
</tr>
<tr>
<td></td>
<td>Banks Type V-N</td>
<td></td>
<td>136.49</td>
</tr>
<tr>
<td>B</td>
<td>Car Washes Type III 1-Hour</td>
<td></td>
<td>91.00</td>
</tr>
<tr>
<td></td>
<td>Car Washes Type III-N</td>
<td></td>
<td>87.10</td>
</tr>
<tr>
<td></td>
<td>Car Washes Type V 1-Hour</td>
<td></td>
<td>78.00</td>
</tr>
<tr>
<td></td>
<td>Car Washes Type V-N</td>
<td></td>
<td>72.80</td>
</tr>
<tr>
<td>A-3</td>
<td>Churches *Type I or II-F.R.</td>
<td></td>
<td>128.69</td>
</tr>
<tr>
<td></td>
<td>Churches Type II 1-Hour</td>
<td></td>
<td>97.50</td>
</tr>
<tr>
<td></td>
<td>Churches Type II-N</td>
<td></td>
<td>92.30</td>
</tr>
<tr>
<td></td>
<td>Churches Type III 1-Hour</td>
<td></td>
<td>105.30</td>
</tr>
<tr>
<td></td>
<td>Churches Type III-N</td>
<td></td>
<td>100.10</td>
</tr>
<tr>
<td></td>
<td>Churches Type V 1-Hour</td>
<td></td>
<td>98.80</td>
</tr>
<tr>
<td></td>
<td>Churches Type V-N</td>
<td></td>
<td>92.30</td>
</tr>
<tr>
<td>I-2</td>
<td>Convalescent Hospitals *Type I or II-F.R.</td>
<td></td>
<td>180.69</td>
</tr>
<tr>
<td></td>
<td>Convalescent Hospitals Type II 1-Hour</td>
<td></td>
<td>126.09</td>
</tr>
<tr>
<td></td>
<td>Convalescent Hospitals Type III 1-Hour</td>
<td></td>
<td>128.69</td>
</tr>
<tr>
<td></td>
<td>Convalescent Hospitals Type V 1-Hour</td>
<td></td>
<td>120.89</td>
</tr>
<tr>
<td>R-3</td>
<td>Dwellings *** Type V Adobe</td>
<td></td>
<td>158.59</td>
</tr>
<tr>
<td></td>
<td>Dwellings *** Type V Masonry</td>
<td></td>
<td>126.09</td>
</tr>
<tr>
<td></td>
<td>Dwellings *** Type V Wood Frame</td>
<td></td>
<td>119.59</td>
</tr>
<tr>
<td></td>
<td>Dwellings *** Basements (semi-finished)</td>
<td></td>
<td>29.90</td>
</tr>
<tr>
<td></td>
<td>Dwellings *** Additions - Wood Frame</td>
<td></td>
<td>142.99</td>
</tr>
<tr>
<td></td>
<td>Dwellings *** Solariums</td>
<td></td>
<td>120.89</td>
</tr>
<tr>
<td></td>
<td>Dwellings *** Cabana - Pool House (Type V)</td>
<td></td>
<td>111.79</td>
</tr>
<tr>
<td>B/R/S</td>
<td>Fire Stations Type I or II-F.R.</td>
<td></td>
<td>148.19</td>
</tr>
<tr>
<td></td>
<td>Fire Stations Type II 1-Hour</td>
<td></td>
<td>97.50</td>
</tr>
<tr>
<td></td>
<td>Fire Stations Type II-N</td>
<td></td>
<td>92.30</td>
</tr>
<tr>
<td></td>
<td>Fire Stations Type III 1-Hour</td>
<td></td>
<td>106.60</td>
</tr>
<tr>
<td></td>
<td>Fire Stations Type III-N</td>
<td></td>
<td>102.70</td>
</tr>
<tr>
<td></td>
<td>Fire Stations Type V 1-Hour</td>
<td></td>
<td>100.10</td>
</tr>
<tr>
<td></td>
<td>Fire Stations Type V-N</td>
<td></td>
<td>94.90</td>
</tr>
<tr>
<td>A-3</td>
<td>Fitness Centers Same values as Office Buildings</td>
<td></td>
<td>211.89</td>
</tr>
<tr>
<td>I-2</td>
<td>Hospitals *Type I or II-F.R.</td>
<td></td>
<td>175.49</td>
</tr>
<tr>
<td></td>
<td>Hospitals Type III 1-Hour</td>
<td></td>
<td>167.69</td>
</tr>
<tr>
<td></td>
<td>Hospitals Type V 1-Hour</td>
<td></td>
<td>131.29</td>
</tr>
<tr>
<td></td>
<td>Hotels &amp; Motels *Type I or II-F.R.</td>
<td></td>
<td>114.39</td>
</tr>
<tr>
<td></td>
<td>Hotels &amp; Motels Type III 1-Hour</td>
<td></td>
<td>107.90</td>
</tr>
<tr>
<td></td>
<td>Hotels &amp; Motels Type V 1-Hour</td>
<td></td>
<td>98.80</td>
</tr>
<tr>
<td></td>
<td>Hotels &amp; Motels Type V-N</td>
<td></td>
<td>97.50</td>
</tr>
<tr>
<td>F</td>
<td>Industrial Plants Type I or II-F.R.</td>
<td></td>
<td>74.10</td>
</tr>
<tr>
<td></td>
<td>Industrial Plants Type II 1-Hour</td>
<td></td>
<td>52.00</td>
</tr>
<tr>
<td></td>
<td>Industrial Plants Type II N (Stock)</td>
<td></td>
<td>48.10</td>
</tr>
<tr>
<td></td>
<td>Industrial Plants Type III 1-Hour</td>
<td></td>
<td>57.20</td>
</tr>
<tr>
<td></td>
<td>Industrial Plants Type III-N</td>
<td></td>
<td>53.30</td>
</tr>
<tr>
<td></td>
<td>Industrial Plants Tilt-up</td>
<td></td>
<td>39.00</td>
</tr>
<tr>
<td>Occ</td>
<td>Use</td>
<td>Type of Construction</td>
<td>2008-2009</td>
</tr>
<tr>
<td>-----</td>
<td>-----</td>
<td>--------------------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td></td>
<td>Industrial Plants Type V 1-Hour</td>
<td>53.30</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Industrial Plants Type V-N</td>
<td>49.40</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Medical Offices *Type I or II-F.R.</td>
<td>155.99</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Medical Offices Type II 1-Hour</td>
<td>119.59</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Medical Offices Type II-N</td>
<td>114.39</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Medical Offices Type III 1-Hour</td>
<td>129.99</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Medical Offices Type III-N</td>
<td>120.89</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Medical Offices Type V 1-Hour</td>
<td>116.99</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Medical Offices Type V-N</td>
<td>113.09</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Offices *Type I or II-F.R.</td>
<td>139.09</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Offices Type II 1-Hour</td>
<td>93.60</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Offices Type II-N</td>
<td>88.40</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Offices Type III 1-Hour</td>
<td>100.10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Offices Type III-N</td>
<td>96.20</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Offices Type V 1-Hour</td>
<td>93.60</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Offices Type V-N</td>
<td>88.40</td>
<td></td>
</tr>
<tr>
<td>U</td>
<td>Private Garages Wood Frame - Finished</td>
<td>31.20</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Private Garages Wood Frame - Unfinished</td>
<td>31.20</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Private Garages Masonry</td>
<td>36.40</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Private Garages Open Carports</td>
<td>22.10</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Public Buildings *Type I or II-F.R.</td>
<td>159.89</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Public Buildings Type II 1-Hour</td>
<td>129.99</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Public Buildings Type II-N</td>
<td>124.79</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Public Buildings Type III 1-Hour</td>
<td>135.19</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Public Buildings Type III-N</td>
<td>129.99</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Public Buildings Type V 1-Hour</td>
<td>123.49</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Public Buildings Type V-N</td>
<td>119.59</td>
<td></td>
</tr>
<tr>
<td>S-2</td>
<td>Public Garages *Type I or II-F.R.</td>
<td>63.70</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Public Garages *Type I or II Open Parking</td>
<td>48.10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Public Garages Type II-N</td>
<td>36.40</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Public Garages Type III 1-Hour</td>
<td>48.10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Public Garages Type III-N</td>
<td>42.90</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Public Garages Type V 1-Hour</td>
<td>44.20</td>
<td></td>
</tr>
<tr>
<td>A-2</td>
<td>Restaurants Type III 1-Hour</td>
<td>127.39</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Restaurants Type III-N</td>
<td>122.19</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Restaurants Type V 1-Hour</td>
<td>115.69</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Restaurants Type V-N</td>
<td>111.79</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Schools Type I or II-F.R.</td>
<td>144.29</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Schools Type II 1-Hour</td>
<td>98.80</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Schools Type III 1-Hour</td>
<td>105.30</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Schools Type III-N</td>
<td>101.40</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Schools Type V 1-Hour</td>
<td>98.80</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Schools Type V-N</td>
<td>94.90</td>
<td></td>
</tr>
<tr>
<td>M</td>
<td>Service Stations Type II-N</td>
<td>87.10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Service Stations Type III 1-Hour</td>
<td>91.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Service Stations Type V 1-Hour</td>
<td>78.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Service Stations Canopies</td>
<td>36.40</td>
<td></td>
</tr>
<tr>
<td>M</td>
<td>Stores *Type I or II-F.R.</td>
<td>106.60</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stores Type II 1-Hour</td>
<td>65.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stores Type II-N</td>
<td>63.70</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stores Type III 1-Hour</td>
<td>79.30</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stores Type III-N</td>
<td>75.40</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stores Type V 1-Hour</td>
<td>67.60</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stores Type V-N</td>
<td>62.40</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stores Retail Garden Center (Type V-N)</td>
<td>51.71</td>
<td></td>
</tr>
</tbody>
</table>
## ATTACHMENT A - Valuations 2009

<table>
<thead>
<tr>
<th>Occ</th>
<th>Use</th>
<th>Type of Construction</th>
<th>2008-2009</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-1</td>
<td>Theatres</td>
<td>Type I or II-F.R.</td>
<td>142.99</td>
</tr>
<tr>
<td></td>
<td>Theatres</td>
<td>Type III 1-Hour</td>
<td>104.00</td>
</tr>
<tr>
<td></td>
<td>Theatres</td>
<td>Type III-N</td>
<td>98.80</td>
</tr>
<tr>
<td></td>
<td>Theatres</td>
<td>Type V 1-Hour</td>
<td>97.50</td>
</tr>
<tr>
<td></td>
<td>Theatres</td>
<td>Type V-N</td>
<td>92.30</td>
</tr>
<tr>
<td>S</td>
<td>Warehouses **</td>
<td>Type I or II-F.R.</td>
<td>63.70</td>
</tr>
<tr>
<td></td>
<td>Warehouses **</td>
<td>Type II 1-Hour</td>
<td>37.70</td>
</tr>
<tr>
<td></td>
<td>Warehouses **</td>
<td>Type II-N</td>
<td>36.40</td>
</tr>
<tr>
<td></td>
<td>Warehouses **</td>
<td>Type III 1-Hour</td>
<td>42.90</td>
</tr>
<tr>
<td></td>
<td>Warehouses **</td>
<td>Type III-N</td>
<td>41.60</td>
</tr>
<tr>
<td></td>
<td>Warehouses **</td>
<td>Type V 1-Hour</td>
<td>37.70</td>
</tr>
<tr>
<td></td>
<td>Warehouses **</td>
<td>Type V-N</td>
<td>36.40</td>
</tr>
</tbody>
</table>

**NOTE:**
- Add 0.5 percent to the total cost for each story over three
- Deduct 11 percent for mini-warehouse
- For subdivisions with 10 or more single family dwellings which have plan check and building permit issuances in groups of 10 or more, the valuation or the plan check and building permit fees may be increased by 10 percent.

### MISCELLANEOUS

- **Agricultural Building.** 22.10
- **Aluminum Siding.** 6.50
- **Antennas**  
  - Radio over 30 ft. high: 4,185.81
  - Dish, 10 ft. dia.w/decoder: 5,089.27
- **Awning or Canopy**  
  - (supported by building) Aluminum: 24.70
  - (supported by building) Canvas: 10.40
- **Balcony** 16.90
- **Decks (wood)** 16.90
- **Demolition of Building** 5.20
- **Fence or Freestanding Wall**  
  - Wood or Chain Link: 2.60
  - Wood Frame with Stucco: 6.50
  - Wire: 2.60
  - Masonry: 10.40
  - Wrought Iron: 6.50
- **Foundation Only (25% of value of whole building). Remainder of building will be valued at 75% of the building** 6.50
- **Greenhouse** 6.50
- **Manufactured Housing (25% of value of “site built” house)** 28.60
- **Mobile Home** 28.60
- **Patio**  
  - Wood Frame with Cover: 10.40
  - Metal Frame with Cover: 13.00
  - Wood Frame Cover & Walls: 14.30
  - Metal Frame Cover & Walls: 16.90
  - Screen or Plastic Walls: 3.90
- **Plastering**  
  - Inside: 3.90
  - Outside: 3.90
- **Retaining Wall**  
  - Concrete or Masonry: 20.80
- **Reroofing (1 square = 100 square feet)**  
  - Built-up: 158.59
  - Composition Shingles: 148.19
  - Fiberglass Shingles: 148.19
  - Asbestos Cement Shingles: 352.28
**ATTACHMENT A - Valuations 2009**

<table>
<thead>
<tr>
<th>Occ</th>
<th>Use</th>
<th>Type of Construction</th>
<th>2008-2009</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reroofing (1 square = 100 square feet)</td>
<td>Wood Shingles (Class C min)</td>
<td>352.28</td>
<td></td>
</tr>
<tr>
<td>Reroofing (1 square = 100 square feet)</td>
<td>Wood Shakes (Class C min)</td>
<td>352.28</td>
<td></td>
</tr>
<tr>
<td>Reroofing (1 square = 100 square feet)</td>
<td>Aluminum Shingles</td>
<td>531.68</td>
<td></td>
</tr>
<tr>
<td>Reroofing (1 square = 100 square feet)</td>
<td>Clay Tile</td>
<td>445.88</td>
<td></td>
</tr>
<tr>
<td>Reroofing (1 square = 100 square feet)</td>
<td>Concrete Tile</td>
<td>376.98</td>
<td></td>
</tr>
<tr>
<td>Roof Structure Replacement</td>
<td></td>
<td>16.90</td>
<td></td>
</tr>
<tr>
<td>Saunas (Steam)</td>
<td></td>
<td>10,447.63</td>
<td></td>
</tr>
<tr>
<td>Spa or Hot Tub (&quot;Jacuzzi&quot;)</td>
<td></td>
<td>8,571.81</td>
<td></td>
</tr>
<tr>
<td>Stairs</td>
<td></td>
<td>16.90</td>
<td></td>
</tr>
<tr>
<td>Stone and Brick Veneer</td>
<td></td>
<td>10.40</td>
<td></td>
</tr>
<tr>
<td>Storage Racks</td>
<td>per CF</td>
<td>1.30</td>
<td></td>
</tr>
<tr>
<td>Swimming Pool (per sf surface area)</td>
<td>Vinyl-lined</td>
<td>40.30</td>
<td></td>
</tr>
<tr>
<td>Swimming Pool (per sf surface area)</td>
<td>Gunite</td>
<td>44.20</td>
<td></td>
</tr>
<tr>
<td>Swimming Pool (per sf surface area)</td>
<td>Fiberglass</td>
<td>48.10</td>
<td></td>
</tr>
<tr>
<td>Tenant Improvements</td>
<td>Medical offices, restaurants, hazardous 'h' occupancies</td>
<td>54.60</td>
<td></td>
</tr>
<tr>
<td>Tenant Improvements</td>
<td>Other such as stores &amp; offices</td>
<td>40.30</td>
<td></td>
</tr>
</tbody>
</table>

**General Additions and Modifiers**

- Fire Sprinkler System | 3.38 |
- Air Conditioning-Commercial | 5.46 |
- Air Conditioning-Residential | 4.55 |
- Fireplace-Concrete or masonry | 4,185.81 |
- Fireplace-prefabricated metal | 2,845.57 |
- Pile Foundations | Cast-in-place concrete piles | 27.30 |
- Pile Foundations | Steel piles | 67.60 |

**Alterations to Existing Structures**

* (with no additional Floor Area or Roof Cover)

- Interior Partition | 62.40 |
- Install Windows or Sliding Glass Doors | 19.50 |
- Close Exterior Wall Opening | 18.20 |

**Shell Buildings**

- **B**
  - Banks *Type I or II-F.R.* | 153.91 |
  - Banks Type II 1-Hour | 113.35 |
  - Banks Type II-N | 110.24 |
  - Banks Type III 1-Hour | 124.79 |
  - Banks Type III-N | 120.63 |
  - Banks Type V 1-Hour | 113.35 |
  - Banks Type V-N | 109.20 |
- **B**
  - Medical Offices *Type I or II-F.R.* | 124.79 |
  - Medical Offices Type II 1-Hour | 95.68 |
  - Medical Offices Type II-N | 91.52 |
  - Medical Offices Type III 1-Hour | 104.00 |
  - Medical Offices Type III-N | 96.72 |
  - Medical Offices Type V 1-Hour | 93.60 |
  - Medical Offices Type V-N | 90.48 |
- **B**
  - Offices *Type I or II-F.R.* | 111.27 |
  - Offices Type II 1-Hour | 74.88 |
  - Offices Type II-N | 70.72 |
  - Offices Type III 1-Hour | 80.08 |
  - Offices Type III-N | 76.96 |
<table>
<thead>
<tr>
<th>Occ</th>
<th>Use</th>
<th>Type of Construction</th>
<th>2008-2009</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Offices</td>
<td>Type V 1-Hour</td>
<td>74.88</td>
</tr>
<tr>
<td></td>
<td>Offices</td>
<td>Type V-N</td>
<td>70.72</td>
</tr>
<tr>
<td>A-2</td>
<td>Restaurants</td>
<td>Type III 1-Hour</td>
<td>101.92</td>
</tr>
<tr>
<td></td>
<td>Restaurants</td>
<td>Type III-N</td>
<td>97.76</td>
</tr>
<tr>
<td></td>
<td>Restaurants</td>
<td>Type V 1-Hour</td>
<td>92.56</td>
</tr>
<tr>
<td></td>
<td>Restaurants</td>
<td>Type V-N</td>
<td>89.44</td>
</tr>
<tr>
<td>M</td>
<td>Stores</td>
<td>*Type I or II-F.R.</td>
<td>85.28</td>
</tr>
<tr>
<td></td>
<td>Stores</td>
<td>Type II 1-Hour</td>
<td>52.00</td>
</tr>
<tr>
<td></td>
<td>Stores</td>
<td>Type II-N</td>
<td>50.96</td>
</tr>
<tr>
<td></td>
<td>Stores</td>
<td>Type III 1-Hour</td>
<td>63.44</td>
</tr>
<tr>
<td></td>
<td>Stores</td>
<td>Type III-N</td>
<td>60.32</td>
</tr>
<tr>
<td></td>
<td>Stores</td>
<td>Type V 1-Hour</td>
<td>54.08</td>
</tr>
<tr>
<td></td>
<td>Stores</td>
<td>Type V-N</td>
<td>49.92</td>
</tr>
</tbody>
</table>
### BUILDING PERMIT FEE SCHEDULE

<table>
<thead>
<tr>
<th>Service Code #</th>
<th>TOTAL VALUATION *</th>
<th>BASE BUILDING PERMIT FEE *</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1.00 to $500.00</td>
<td>$28.00 for the first $500 plus $3.59 for each additional $100, or fraction thereof, to and including $2,000.00</td>
<td></td>
</tr>
<tr>
<td>$500.01 to $2,000.00</td>
<td>$81.85 for the first $2,000.00 plus $16.50 for each additional $1,000.00, or fraction thereof, to and including $25,000.00</td>
<td></td>
</tr>
<tr>
<td>$2,000.01 to $25,000.00</td>
<td>$461.35 for the first $25,000.00 plus $11.91 for each additional $1,000.00, or fraction thereof, to and including $50,000.00</td>
<td></td>
</tr>
<tr>
<td>$25,000.01 to $50,000.00</td>
<td>$759.10 for the first $50,000.00 plus $8.25 for each additional $1,000.00, or fraction thereof, to and including $100,000.00</td>
<td></td>
</tr>
<tr>
<td>$50,000.01 to $100,000.00</td>
<td>$1,171.60 for the first $100,000.00 plus $6.60 for each additional $1,000.00, or fraction thereof, to and including $500,000.00</td>
<td></td>
</tr>
<tr>
<td>$100,000.01 to $500,000.00</td>
<td>$3,811.60 for the first $500,000.00 plus $5.60 for each additional $1,000.00, or fraction thereof, to and including $1,000,000.00</td>
<td></td>
</tr>
<tr>
<td>$500,000.01 to $1,000,000.00</td>
<td>$6,611.60 for the first $1,000,000.00 plus $3.71 for each additional $1,000.00, or fraction thereof</td>
<td></td>
</tr>
<tr>
<td>$1,000,000.01+</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### ASSOCIATED FEES

<table>
<thead>
<tr>
<th>Service Code #</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-212</td>
<td>Permit Issuance Fee</td>
<td>$47.00</td>
</tr>
<tr>
<td>S-220</td>
<td>Individual Plumbing Permit</td>
<td>$141.00</td>
</tr>
<tr>
<td>S-230</td>
<td>Individual Electrical Permit</td>
<td>$141.00</td>
</tr>
<tr>
<td>S-240</td>
<td>Individual Mechanical Permit</td>
<td>$141.00</td>
</tr>
<tr>
<td>S-233</td>
<td>Water Heater Permit</td>
<td>$71.00</td>
</tr>
</tbody>
</table>

#### In Combination with Building Permit

<table>
<thead>
<tr>
<th>Service Code #</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-222</td>
<td>Plumbing Permit</td>
<td>7% of Base Permit Fee</td>
</tr>
<tr>
<td>S-232</td>
<td>Electrical Permit</td>
<td>7% of Base Permit Fee</td>
</tr>
<tr>
<td>S-242</td>
<td>Mechanical Permit</td>
<td>7% of Base Permit Fee</td>
</tr>
<tr>
<td>S-250</td>
<td>Energy Surcharge Fee</td>
<td>15% of Base Permit Fee</td>
</tr>
<tr>
<td>S-252</td>
<td>Disabled Access Surcharge Fee</td>
<td>10% of Base Permit Fee</td>
</tr>
</tbody>
</table>

(Disabled Access fee applies to Commercial, Industrial, Assembly, Educational and Multi-Family type projects as required by State Building Code)

<table>
<thead>
<tr>
<th>Service Code #</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-255</td>
<td>Plan Check Fee</td>
<td>85% of Building Permit Fee</td>
</tr>
</tbody>
</table>

(Residential sub-division or tract development projects may have production units that are duplicates of the model units reduced to 30% of the permit fee)

### NOTES:

- A Building Permit shall include only a single issuance fee if the permit has a combination of activities (i.e.: Building/Plumbing/Electrical/Mechanical.)

- Projects requiring plan revisions or having a new scope of work shall be charged a fee determined by using the current preferred hourly rate as established by EsGil Corporation.

- Expedited processing is only available for unusual circumstances as deemed appropriate by City Staff. Charges for expedited services shall be determined by using an hourly rate of two times the current preferred hourly rate as established by EsGil Corporation.

- Projects requiring special inspections or additional re-inspections shall be charged a fee determined by using the current preferred hourly rate as established by EsGil Corporation.

- Upon initial submittal to the City, permit fees based on valuations will be calculated using the valuations listed in Attachment A of the Fee Schedule. This will be the minimum fee charged for the permit. If upon a subsequent submittal, the valuation decreases, no refund based on the decreased valuation will be provided to the applicant. If the valuation increases, additional permit fees will be calculated based on the difference between the valuation used to calculate the minimum fee and the increased valuation.
# Schedule of Fees

**Effective January 1, 2020**

<table>
<thead>
<tr>
<th>Service Code #</th>
<th>Dept</th>
<th>Description of Service</th>
<th>Fee for Service</th>
<th>Fee Instructions/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-001</td>
<td>Community Dev</td>
<td>Conditional Use Permit - Processing</td>
<td>All CUPs: $8,877</td>
<td>Bluff Retention Device CUPs &amp; Wireless Communication Facility CUPs. Require addtl. deposit for various third-party reviews at Cost + 15% (see Service Code #S-350).</td>
</tr>
<tr>
<td>S-001A</td>
<td>Community Dev</td>
<td>Conditional Use Permit - Revise/Modify</td>
<td>$3,121</td>
<td>Per application</td>
</tr>
<tr>
<td>S-002</td>
<td>Community Dev</td>
<td>Conditional Use Permit - Time Extension</td>
<td>$2,327</td>
<td>Per application</td>
</tr>
<tr>
<td>S-003</td>
<td>Community Dev</td>
<td>Conditional Use Permit - Time Extension</td>
<td>$2,891</td>
<td>Per application (Other)</td>
</tr>
<tr>
<td>S-004</td>
<td>Community Dev</td>
<td>Community Development Directors Use Permit</td>
<td>$2,665</td>
<td>Per application (Wireless)</td>
</tr>
<tr>
<td>S-005</td>
<td>Community Dev</td>
<td>Community Development Directors Use Permit - Revision</td>
<td>$1,471</td>
<td>Per application</td>
</tr>
<tr>
<td>S-006</td>
<td>Community Dev</td>
<td>Community Development Directors Use Permit - Time Extension</td>
<td>$1,245</td>
<td>Per application</td>
</tr>
<tr>
<td>S-008</td>
<td>Community Dev</td>
<td>Minor Exception - Review Process</td>
<td>$1,189</td>
<td>Per application</td>
</tr>
<tr>
<td>S-011</td>
<td>Community Dev</td>
<td>Temporary Use Permit - Processing</td>
<td>$1,522</td>
<td>Per application</td>
</tr>
<tr>
<td>S-012</td>
<td>Community Dev</td>
<td>Temporary Use Permit - Time Extension</td>
<td>$743</td>
<td>Per application</td>
</tr>
<tr>
<td>S-013</td>
<td>Community Dev</td>
<td>Zoning Letter</td>
<td>$159</td>
<td>Per letter</td>
</tr>
<tr>
<td>S-014</td>
<td>Community Dev</td>
<td>Variance - Processing</td>
<td>$6,719</td>
<td>Per application</td>
</tr>
<tr>
<td>S-016</td>
<td>Community Dev</td>
<td>Pre-application review</td>
<td>$2,834</td>
<td>Per application. 50% of the fee to be credited against future fees if the project actually goes forward.</td>
</tr>
<tr>
<td>S-017</td>
<td>Community Dev</td>
<td>Appeal to the City Council</td>
<td>$1,676</td>
<td>Others $4,192</td>
</tr>
<tr>
<td>S-018</td>
<td>Community Dev</td>
<td>General Plan Amendment</td>
<td>$10,000 deposit or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs as determined by Service Code #350. City staff will track time related to the project so that 100% of costs are recovered.</td>
<td></td>
</tr>
<tr>
<td>S-019</td>
<td>Community Dev</td>
<td>Rezoning Review/Specific Plan</td>
<td>$10,000 deposit or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs as determined by Service Code #350. City staff will track time related to the project so that 100% of costs are recovered.</td>
<td></td>
</tr>
<tr>
<td>S-020</td>
<td>Community Dev</td>
<td>Zoning Text Amendment</td>
<td>$10,000 deposit or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs as determined by Service Code #350. City staff will track time related to the project so that 100% of costs are recovered.</td>
<td></td>
</tr>
<tr>
<td>S-021</td>
<td>Community Dev</td>
<td>Development Review Permit - Processing</td>
<td>Level I: Resident $5,228, Non-Resident $10,470</td>
<td>Per application</td>
</tr>
<tr>
<td>S-021A</td>
<td>Community Dev</td>
<td>Development Review Permit - Processing</td>
<td>Level II: $17,543 per application</td>
<td>Per application</td>
</tr>
<tr>
<td>S-022</td>
<td>Community Dev</td>
<td>Development Review Permit - Revise/Modify</td>
<td>$3,249</td>
<td>Per application</td>
</tr>
<tr>
<td>S-023</td>
<td>Community Dev</td>
<td>Development Review Permit - Time Extension</td>
<td>$2,122</td>
<td>Per application</td>
</tr>
<tr>
<td>S-024</td>
<td>Community Dev</td>
<td>Major Subdivision - Tentative Map</td>
<td>$14,350</td>
<td>Per application</td>
</tr>
<tr>
<td>S-025</td>
<td>Community Dev</td>
<td>Major Subdivision - Final Map</td>
<td>$4,976</td>
<td>Per application</td>
</tr>
<tr>
<td>S-026</td>
<td>Community Dev</td>
<td>Major Subdivision - Amend. Of Condition</td>
<td>$4,192</td>
<td>Per application</td>
</tr>
<tr>
<td>S-027</td>
<td>Community Dev</td>
<td>Major Subdivision - Time Extension</td>
<td>$3,875</td>
<td>Per application</td>
</tr>
<tr>
<td>S-028</td>
<td>Community Dev</td>
<td>Minor Subdivision - Tentative Map</td>
<td>$10,993</td>
<td>Per application</td>
</tr>
<tr>
<td>S-029</td>
<td>Community Dev</td>
<td>Minor Subdivision - Parcel Map</td>
<td>$4,033</td>
<td>Per application</td>
</tr>
<tr>
<td>Service Code #</td>
<td>Dept</td>
<td>Description of Service</td>
<td>Fee for Service</td>
<td>Fee Instructions/Notes</td>
</tr>
<tr>
<td>---------------</td>
<td>-----------------</td>
<td>------------------------------------------------------------</td>
<td>----------------</td>
<td>---------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>S-030</td>
<td>Community Dev</td>
<td>Minor Subdivision - Amend. Of Condition</td>
<td>$3,301</td>
<td>Per application</td>
</tr>
<tr>
<td>S-031</td>
<td>Community Dev</td>
<td>Minor Subdivision - Time Extension</td>
<td>$3,193</td>
<td>Per application</td>
</tr>
<tr>
<td>S-032</td>
<td>Community Dev</td>
<td>Environmental Documentation</td>
<td>Deposit for third-party review at Cost + 15% Admin Fee (see Service Code #350)</td>
<td>Per application</td>
</tr>
<tr>
<td>S-035</td>
<td>Community Dev</td>
<td>Environmental Impact Report</td>
<td>Deposit for third-party review at Cost + 15% Admin Fee (see Service Code #350)</td>
<td>Per application</td>
</tr>
<tr>
<td>S-036</td>
<td>Community Dev</td>
<td>Structure Develop. Permit - Processing</td>
<td>$3,680</td>
<td>Per application</td>
</tr>
<tr>
<td>S-036A</td>
<td>Community Dev</td>
<td>Structure Develop. Permit - Processing (with S-021)</td>
<td>$1,104</td>
<td>If in conjunction with a Development Review Permit (S-021), the S-036 fee will instead be $1,077 per application (30% of the total S-036 fee)</td>
</tr>
<tr>
<td>S-036D</td>
<td>Community Dev</td>
<td>Structure Develop. Permit - Processing (with multiple entitlements)</td>
<td>$3,128</td>
<td>If in conjunction with multiple entitlements, a discount of 15% is applied to the lower cost entitlements, and the S-036 will instead be $3,052 per application</td>
</tr>
<tr>
<td>S-037</td>
<td>Community Dev</td>
<td>Structure Develop. Permit Waiver/Time Extension</td>
<td>$564</td>
<td>Per application. This fee will not be charged in conjunction with a Development Review Permit-Time Extension (S-023)</td>
</tr>
<tr>
<td>S-037A</td>
<td>Community Dev</td>
<td>Structure Develop. Permit Waiver/Time Extension (with S-023)</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>S-040</td>
<td>Community Dev</td>
<td>View Assessment - Claimant</td>
<td>$600 view assessment - claimant</td>
<td>Per application. Full refund of application fee will be made if parties settle 2 weeks before a scheduled VAC hearing and a refund of $300 if parties settle within the 2 week period before a VAC hearing</td>
</tr>
<tr>
<td>S-041</td>
<td>Community Dev</td>
<td>View Assessment Committee (VAC) - Appeal to City Council</td>
<td>$1,799</td>
<td>Per application</td>
</tr>
<tr>
<td>S-042</td>
<td>Community Dev</td>
<td>View Assessment - Community Development Director Appeal to City Council</td>
<td>This fee would be charged as an Appeal to the City Council (S-017) and not as a separate fee.</td>
<td>Per application</td>
</tr>
<tr>
<td>S-050</td>
<td>Community Dev</td>
<td>Standard Sign Permit - Processing</td>
<td>$338</td>
<td>Per application</td>
</tr>
<tr>
<td>S-051</td>
<td>Community Dev</td>
<td>Comprehensive Sign Plan - Review Process</td>
<td>$964</td>
<td>Per application</td>
</tr>
<tr>
<td>S-051A</td>
<td>Community Dev</td>
<td>Comprehensive Sign Plan - Amendment</td>
<td>$507</td>
<td>Per application</td>
</tr>
<tr>
<td>S-052</td>
<td>Community Dev</td>
<td>Temporary Sign/Banner</td>
<td>$113</td>
<td>Per application</td>
</tr>
<tr>
<td>S-053</td>
<td>Community Dev</td>
<td>Landscape Plan Review/Inspection</td>
<td>Deposit for third-party review at Cost + 15% Admin Fee (see Service Code #350)</td>
<td>Per application</td>
</tr>
<tr>
<td>S-060</td>
<td>Community Dev</td>
<td>Street Address Change</td>
<td>$251 for first five addresses plus $56 for each additional five addresses</td>
<td>Per application</td>
</tr>
<tr>
<td>S-065</td>
<td>Community Dev</td>
<td>Planning Public Noticing</td>
<td>$548 per notice plus actual mailing and newspaper costs If a project has more than one notice, this fee would be charged for each notice</td>
<td>Per notice</td>
</tr>
<tr>
<td>S-067</td>
<td>Community Dev</td>
<td>Multi-permit discount of 15%</td>
<td>A multi-permit discount of 15% is available for each additional Planning Department permit service filed on the same project at the same time as the first permit service. For example, if a Conditional Use Permit (CUP) ($8,677) is filed simultaneously with a Development Review Permit (DRP) ($5,228), the required fee would be $8,677 plus $5,228 minus 15% of $5,228, or $4,443 for the DRP (the discount is applied to the lower cost fee).</td>
<td></td>
</tr>
</tbody>
</table>
**Engineering**

<table>
<thead>
<tr>
<th>Service Code #</th>
<th>Dept</th>
<th>Description of Service</th>
<th>Fee for Service</th>
<th>Fee Instructions/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-100</td>
<td>Engineering</td>
<td>Lot Line Adj./Cert. Of Compliance. - Review</td>
<td>$1,881 per application</td>
<td>Per application</td>
</tr>
<tr>
<td>S-100A</td>
<td>Engineering</td>
<td>or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs as determined by S-350.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S-110</td>
<td>Engineering</td>
<td>Grading Plan Check</td>
<td>Construction Valuation: ($1,000 minimum fee)</td>
<td>Per application</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0-$20,000: 10% of the construction value</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$20,001-$80,000: $2,050 + 3% of the construction value over $20,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$80,001-$200,000: $3,800 + 1% of the construction value over $80,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$200,001+: $5,000 + 1% of the construction value over $200,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S-110A</td>
<td>Engineering</td>
<td>or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S-110B</td>
<td></td>
<td>Bluff Projects - Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S-111</td>
<td>Engineering</td>
<td>Grading Permit/Inspection</td>
<td>Construction Valuation: ($1,000 minimum fee)</td>
<td>Per permit/inspection</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0-$20,000: 5% of the construction value</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$20,001-$80,000: $1,000 + 1.5% of the construction value over $20,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$80,001-$200,000: $1,900 + 1% of the construction value over $80,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$200,001+: $3,100 + 1% of the construction value over $200,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S-111A</td>
<td>Engineering</td>
<td>or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S-111B</td>
<td></td>
<td>Bluff Projects - Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S-112</td>
<td>Engineering</td>
<td>Grading Deposits</td>
<td>Based on an Engineer’s Estimate of the work performed under the permit. Per Resolution 2001-85, the City of San Diego Cost Estimate Unit Price List is used for determining security amount</td>
<td>Per permit/inspection</td>
</tr>
<tr>
<td>S-115</td>
<td>Engineering</td>
<td>Public Improvement Plan Check</td>
<td>Construction Valuation: ($1,000 minimum fee)</td>
<td>Per application</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0-$20,000: 10% of the construction value</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$20,001-$80,000: $2,050 + 3% of the construction value over $20,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$80,001-$200,000: $3,800 + 1% of the construction value over $80,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$200,001+: $5,000 + 1% of the construction value over $200,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S-115A</td>
<td>Engineering</td>
<td>or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S-115B</td>
<td></td>
<td>Bluff Projects - Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S-116</td>
<td>Engineering</td>
<td></td>
<td>Construction Valuation: ($1,000 minimum fee)</td>
<td>Per permit/inspection</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0-$20,000: 5% of the construction value</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$20,001-$80,000: $1,000 + 1.5% of the construction value over $20,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Schedule of Fees

**Effective January 1, 2020**

<table>
<thead>
<tr>
<th>Service Code #</th>
<th>Dept</th>
<th>Description of Service</th>
<th>Fee for Service</th>
<th>Effective 01/01/20</th>
<th>Fee Instructions/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-116A</td>
<td>Engineering</td>
<td>Public Improvement Permit/Inspection</td>
<td>$80,001-$200,000: $1,900 + 1% of the construction value over $80,000 $200,001+: $3,100 + 1% of the construction value over $200,000</td>
<td>Per permit/inspection</td>
<td>or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-XXX.</td>
</tr>
<tr>
<td>S-116B</td>
<td>Engineering</td>
<td>Bluff Projects - Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-XXX.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S-117</td>
<td>Engineering</td>
<td>Public Improvement Deposits</td>
<td>Based on an Engineer’s Estimate of the work performed under the permit. Per Resolution 2001-85, the City of San Diego Cost Estimate Unit Price List is used for determining security amount</td>
<td>Per permit/inspection</td>
<td></td>
</tr>
<tr>
<td>S-120</td>
<td>Engineering</td>
<td>Geotechnical Plan Review/Inspection</td>
<td>Deposit for third-party review at Cost + 15% Admin Fee</td>
<td>Per application</td>
<td></td>
</tr>
<tr>
<td>S-115</td>
<td>Engineering</td>
<td>Encroachment Permit</td>
<td>Street Cut - $774 Standard - $543</td>
<td>Per permit</td>
<td></td>
</tr>
<tr>
<td>S-116</td>
<td>Engineering</td>
<td>Encroachment Permit Deposit</td>
<td>SBMC 11.20.230 - twice the estimated cost of removing the encroachment, but in no case less than $50.00</td>
<td>Per permit</td>
<td></td>
</tr>
<tr>
<td>S-120</td>
<td>Engineering</td>
<td>Miscellaneous Engineering Permit/Inspection</td>
<td>$226</td>
<td>Per permit/inspection</td>
<td></td>
</tr>
<tr>
<td>S-125</td>
<td>Engineering</td>
<td>Easement Abandon/Street Vacation</td>
<td>$1,758 per application</td>
<td>Per application</td>
<td>or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-XXX.</td>
</tr>
<tr>
<td>S-127</td>
<td>Engineering</td>
<td>Easement/R.O.W Dedication</td>
<td>$487</td>
<td>Per application</td>
<td></td>
</tr>
<tr>
<td>S-130</td>
<td>Engineering</td>
<td>Subdivision Monuments</td>
<td>security deposit is based on estimate provided by surveyor to set the monuments.</td>
<td>Per application</td>
<td></td>
</tr>
<tr>
<td>S-135</td>
<td>Engineering</td>
<td>Sewer Connection Fees</td>
<td>Future Capacity = 50% Ocean Outfall = 27% Existing Facility = 23%</td>
<td>Per total of $4,500 per 1.0 EDU</td>
<td></td>
</tr>
<tr>
<td>S-135A</td>
<td>Engineering</td>
<td></td>
<td></td>
<td></td>
<td>Deposits for: Ramp Fee - $6 per round trip Trip Fee - $3 per ton plus $28 per day for days 1-30 and $54 per day for 31 and subsequent days plus actual staffing costs (4 hour min)</td>
</tr>
<tr>
<td>S-140</td>
<td>Engineering</td>
<td>Marine Safety Permit</td>
<td></td>
<td>Per Permit</td>
<td></td>
</tr>
</tbody>
</table>
### BUILDING SERVICES

<table>
<thead>
<tr>
<th>Service Code #</th>
<th>Dept</th>
<th>Description of Service</th>
<th>Fee Instructions/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-210 TO S-265</td>
<td>Community Dev</td>
<td>Building Plan - Plan Check &amp; Permit/Inspection</td>
<td>See attached valuation tables Attachments A &amp; B</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Per application &amp; permit/inspection</td>
</tr>
<tr>
<td>S-270</td>
<td>Community Dev</td>
<td>CalGreen Building Plan Check</td>
<td>0-50,000 SF - 3% of Building Permit Plan Check Above 50,001 - 1% of Building Permit Plan Check</td>
</tr>
<tr>
<td>S-272</td>
<td>Community Dev</td>
<td>CalGreen Building Permit/Inspection</td>
<td>0-50,000 SF - 3% of Building Inspection Fee Above 50,001 - 1% of Building Inspection Fee</td>
</tr>
<tr>
<td>S-275</td>
<td>Community Dev</td>
<td>Commercial Photovoltaic Plan Check</td>
<td>Based on the Project Valuation</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0-$100,000: $356</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$100,000-$500,000: $443</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$500,000-$1,000,000: $487</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$1,000,000-$5,000,000: $574</td>
</tr>
<tr>
<td>S-277</td>
<td>Community Dev</td>
<td>Commercial Photovoltaic Permit/Inspection</td>
<td>Based on the Project Valuation</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0-$100,000: $356</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$100,000-$500,000: $443</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$500,000-$1,000,000: $487</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$1,000,000-$5,000,000: $574</td>
</tr>
<tr>
<td>S-278</td>
<td>001-4715</td>
<td>Single Family Single Family Residential Solar Plan Check</td>
<td>$35 (25% of Single Trade Electrical Permit Fee-Attachment B)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Per plan check</td>
</tr>
<tr>
<td>S-279</td>
<td>001-4320</td>
<td>Single Family Single Family Residential Solar Permit/Inspection</td>
<td>$189 (Single Trade Electrical Permit Fee-Attachment B)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Per permit/inspection</td>
</tr>
<tr>
<td>S-280</td>
<td>Community Dev</td>
<td>Building Permit Extension Review</td>
<td>$236</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Per application</td>
</tr>
<tr>
<td>S-285</td>
<td>Community Dev</td>
<td>Violation of Building Permit</td>
<td>equal to total of building permit fee that was required (in addition to building permit fee)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Per violation</td>
</tr>
<tr>
<td>S-290</td>
<td>Community Dev</td>
<td>SMIP Fee</td>
<td>per Section 2705 of the Public Resources Code</td>
</tr>
<tr>
<td>S-291</td>
<td>Community Dev</td>
<td>State Building Standards Fee</td>
<td>per HSC Section 18931.6</td>
</tr>
<tr>
<td>Service Code #</td>
<td>Dept</td>
<td>Description of Service</td>
<td>Fee for Service</td>
</tr>
<tr>
<td>---------------</td>
<td>---------------</td>
<td>-----------------------------------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>S-305</td>
<td>Community Dev</td>
<td>Regional Transportation Congestion Program RTCIP Fee</td>
<td>Single family $3,623 per dwelling unit Multi-family $2,899 per dwelling unit</td>
</tr>
<tr>
<td>S-310</td>
<td>Community Dev</td>
<td>Public Facilities Fee</td>
<td>1% of project valuation</td>
</tr>
<tr>
<td>S-315</td>
<td>Community Dev</td>
<td>Master Art Policy Fee</td>
<td>0.5% of project valuation</td>
</tr>
<tr>
<td>S-320</td>
<td>Community Dev</td>
<td>Affordable Housing Impact Fee</td>
<td>$25.28 per SF</td>
</tr>
<tr>
<td>S-322</td>
<td>Engineering</td>
<td>Transporation Impact Fee (TIF)</td>
<td>See Attachment C</td>
</tr>
<tr>
<td>S-330</td>
<td>Fire</td>
<td>Fire Mitigation Impact Fee (FMIF)</td>
<td>See Attachment C</td>
</tr>
<tr>
<td>S-332</td>
<td>Community Dev</td>
<td>Park Development Impact Fee (PDIF)</td>
<td>See Attachment C</td>
</tr>
<tr>
<td>S-334</td>
<td>Community Dev</td>
<td>Public Use Facilities Impact Fee (PUFIF)</td>
<td>See Attachment C</td>
</tr>
<tr>
<td>S-350A</td>
<td>Various</td>
<td>Landscape Review</td>
<td></td>
</tr>
<tr>
<td>S-350B</td>
<td>Various</td>
<td>Wireless Review</td>
<td></td>
</tr>
<tr>
<td>S-350C</td>
<td>Various</td>
<td>Geotechnical Review</td>
<td></td>
</tr>
<tr>
<td>S-350D</td>
<td>Various</td>
<td>Biological Review</td>
<td></td>
</tr>
<tr>
<td>S-350E</td>
<td>Various</td>
<td>Special Counsel Review</td>
<td></td>
</tr>
<tr>
<td>S-350F</td>
<td>Various</td>
<td>Stormwater Review</td>
<td></td>
</tr>
<tr>
<td>S-350G</td>
<td>Various</td>
<td>Traffic Review</td>
<td></td>
</tr>
<tr>
<td>S-350H</td>
<td>Various</td>
<td>Environmental Review</td>
<td></td>
</tr>
<tr>
<td>S-350I</td>
<td>Various</td>
<td>Shoreline Development Review</td>
<td></td>
</tr>
<tr>
<td>S-350J</td>
<td>Various</td>
<td>Noise Review</td>
<td></td>
</tr>
<tr>
<td>S-350K</td>
<td>Various</td>
<td>Cultural Resources Review</td>
<td></td>
</tr>
<tr>
<td>S-350L</td>
<td>Various</td>
<td>Bluff Retention</td>
<td></td>
</tr>
<tr>
<td>S-355</td>
<td>Various</td>
<td>Third Party Review Admin</td>
<td>Third Party Review Admin Fee</td>
</tr>
<tr>
<td>Code #</td>
<td>Dept</td>
<td>Service</td>
<td>Description of Service</td>
</tr>
<tr>
<td>--------</td>
<td>------</td>
<td>-----------------------------------</td>
<td>----------------------------------------</td>
</tr>
<tr>
<td>S-410</td>
<td></td>
<td>Fire</td>
<td>Fire Building Plan Check &amp; Permit/Inspection</td>
</tr>
<tr>
<td>S-411</td>
<td></td>
<td>Fire</td>
<td>Permit/Inspection - $138 per inspection</td>
</tr>
<tr>
<td>S-412</td>
<td></td>
<td>Fire</td>
<td>Residential: Plan Check - $138 per plan</td>
</tr>
<tr>
<td>S-413</td>
<td></td>
<td>Fire</td>
<td>Permit/Inspection - $103 per inspection</td>
</tr>
<tr>
<td>S-414</td>
<td></td>
<td>Fire</td>
<td>Reinspection - $103 per reinspection</td>
</tr>
<tr>
<td>S-420</td>
<td></td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Permit/Inspection (Commercial)</td>
</tr>
<tr>
<td>S-421</td>
<td></td>
<td>Fire</td>
<td>Permit/Inspection - $138 per inspection</td>
</tr>
<tr>
<td>S-422</td>
<td></td>
<td>Fire</td>
<td>Fire Sprinkler Plan Check &amp; Inspection (Residential)</td>
</tr>
<tr>
<td>S-423</td>
<td></td>
<td>Fire</td>
<td>Permit/Inspection - $103 per inspection</td>
</tr>
<tr>
<td>S-424</td>
<td></td>
<td>Fire</td>
<td>Fire Alarm System - Plan Check &amp; Inspection</td>
</tr>
<tr>
<td>S-425</td>
<td></td>
<td>Fire</td>
<td>Permit/Inspection - $441</td>
</tr>
<tr>
<td>S-426</td>
<td></td>
<td>Fire</td>
<td>Fire Specialty Protection System Plan Check &amp; Permit/Inspection</td>
</tr>
<tr>
<td>S-427</td>
<td></td>
<td>Fire</td>
<td>Permit/Inspection - $72</td>
</tr>
<tr>
<td>S-430</td>
<td></td>
<td>Fire</td>
<td>Fire Solar System Plan Check &amp; Permit/Inspection</td>
</tr>
<tr>
<td>S-431</td>
<td></td>
<td>Fire</td>
<td>Multi-Family, Commercial, or Industrial: Plan Check - $136</td>
</tr>
<tr>
<td>S-432</td>
<td></td>
<td>Fire</td>
<td>Permit/Inspection - $136</td>
</tr>
<tr>
<td>S-440</td>
<td></td>
<td>Fire</td>
<td>Fire Alt. Materials &amp; Methods Rev $272 per application plus actual costs at the fully allocated hourly rates for all time after two hours</td>
</tr>
<tr>
<td>S-442</td>
<td></td>
<td>Fire</td>
<td>Underground Tank Installation - Removal P.C. Inspection</td>
</tr>
<tr>
<td>S-444</td>
<td></td>
<td>Fire</td>
<td>New Development Flow Test This service is now provided by the Water District.</td>
</tr>
<tr>
<td>S-446</td>
<td></td>
<td>Fire</td>
<td>Miscellaneous Fire Inspection</td>
</tr>
<tr>
<td>S-447</td>
<td></td>
<td>Fire</td>
<td>After Hour Inspection Actual cost using fully allocated hourly rates ($272 minimum)</td>
</tr>
<tr>
<td>S-448</td>
<td></td>
<td>Fire</td>
<td>Standby Charge Actual cost using fully allocated hourly rates ($615 minimum)</td>
</tr>
<tr>
<td>Service Code #</td>
<td>Dept</td>
<td>Description of Service</td>
<td>Fee for Service</td>
</tr>
<tr>
<td>---------------</td>
<td>------</td>
<td>------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>S-460</td>
<td>Fire</td>
<td>Business Fire Safety Inspection</td>
<td>B. R2, R2.1 Occupancies: 0-1,000 SF - $103 1,001-3,500 SF - $205 3,501-10,000 SF - $272 10,001 SF - $815  All Other Occupancies: 0-1,000 SF - $205 1,001-3,500 SF - $410 3,501-10,000 SF - $543 10,001 SF - $1,087</td>
</tr>
<tr>
<td>S-470</td>
<td>Community Dev (Codes)</td>
<td>False Alarm</td>
<td>1. $50 for the first excessive false alarm; 2. $100 for the second excessive false alarm; 3. $150 for the third and each successive excessive false alarm</td>
</tr>
<tr>
<td>S-490</td>
<td>Marine Safety</td>
<td>Marine Safety Junior Lifeguard</td>
<td>2 week session - $250 (Non-resident) $225 (Resident) 4 week session - $375 (Non-resident) $350 (Resident) 5 week session - $450 (Non-resident) $425 (Resident)</td>
</tr>
<tr>
<td>Service Code #</td>
<td>Dept</td>
<td>Description of Service</td>
<td>Fee for Service Details</td>
</tr>
<tr>
<td>---------------</td>
<td>----------</td>
<td>---------------------------------</td>
<td>------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>S-510</td>
<td>Community Serv</td>
<td>Special Event Permit</td>
<td>$50 Resident/Non-profit $256 Non-resident $784 for street closure Per permit; Block Parties are exempt from street closure rate</td>
</tr>
<tr>
<td>S-515</td>
<td>Community Serv</td>
<td>Sound Permit</td>
<td>$10 per application</td>
</tr>
<tr>
<td>S-519</td>
<td>Finance</td>
<td>Liability Insurance</td>
<td>set by City’s Insurance Broker Per event or rental</td>
</tr>
<tr>
<td>S-520</td>
<td>Community Serv</td>
<td>Contract Enrichment Classes</td>
<td>100% cost recovery Per class; Class instructor receives 70% of the class fee and the City receives 30% of the class fee.</td>
</tr>
<tr>
<td>S-522</td>
<td>Community Serv</td>
<td>Day Camp Program</td>
<td>$120 resident / $140 non-resident $35 aftercare Leader in Training $30 Per camp</td>
</tr>
<tr>
<td>S-524</td>
<td>Community Serv</td>
<td>Sports Field Admin</td>
<td>Residents $0 Non-residents $21 Per hour</td>
</tr>
<tr>
<td>S-526</td>
<td>Community Serv</td>
<td>Facility Rental (Community Center)</td>
<td>$62 Resident $67 Non-resident Per hour</td>
</tr>
<tr>
<td>S-540</td>
<td>Community Serv</td>
<td>Public Art Consignment Fee</td>
<td>$103 + 25% of sale price if sold Per application for requests from artists to display their art in the public right of way per the MAP guidelines.</td>
</tr>
</tbody>
</table>
# CITY OF SOLANA BEACH
## Schedule of Fees
### Effective January 1, 2020

<table>
<thead>
<tr>
<th>Service Code #</th>
<th>Dept</th>
<th>Service Description of Service</th>
<th>Fee for Service</th>
<th>Fee Instructions/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-610</td>
<td>Finance</td>
<td>Short Term Vacation Rental Permit</td>
<td>New - $103 per permit</td>
<td>Per permit</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Late Fee - $103 plus the cost of the Permit</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renewal - $56 per permit</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Late Fees: 31-90 days late - $103 plus renewal fee</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>91+ days late - Per SBMC 4.02.230</td>
<td></td>
</tr>
<tr>
<td>S-620</td>
<td>Finance</td>
<td>New/Changed Business Certificate</td>
<td>New - $103 per application</td>
<td>Per application + S-460 for Business located within the City</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Business located within the City - $231 per application</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Late Fees: 90 days late - $103 plus the cost of the Certificate</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>91+ days late - Per SBMC 4.02.230</td>
<td></td>
</tr>
<tr>
<td>S-626</td>
<td>Finance</td>
<td>Business Certificate Renewal</td>
<td>$48 per renewal</td>
<td>Per renewal + S-460 for Business located within the City</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Plus 100% late fee if received 31 to 90 days late</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Thereafter Administrative Citation Process</td>
<td></td>
</tr>
<tr>
<td>S-628</td>
<td>Finance</td>
<td>SB 1186</td>
<td>$4.00 SB 1186 Fee to be paid by all business certificate, regulatory, and STVR applicants</td>
<td>Per application/renewal</td>
</tr>
<tr>
<td>S-629</td>
<td>Finance</td>
<td>Business Certificate Duplicate</td>
<td>$21</td>
<td>Per duplicate</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>New - $246 per permit plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renewal - $138 per permit plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td>S-630</td>
<td>Community Dev (Codes)</td>
<td>Amusement Permit</td>
<td>New - $246 per permit plus DOJ and other State fees</td>
<td>Per Permit</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renewal - $138 per permit plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td>S-631</td>
<td>Community Dev (Codes)</td>
<td>Dance Permit</td>
<td>New - $246 per permit plus DOJ and other State fees</td>
<td>Per Permit</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renewal - $138 per permit plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td>S-632</td>
<td>Community Dev (Codes)</td>
<td>Entertainment Permit</td>
<td>New - $246 per permit plus DOJ and other State fees</td>
<td>Per Permit</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renewal - $138 per permit plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td>S-633</td>
<td>Community Dev (Codes)</td>
<td>Firearms Permit</td>
<td>New - $246 per permit plus DOJ and other State fees</td>
<td>Per Permit</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renewal - $138 per permit plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td>S-634</td>
<td>Community Dev (Codes)</td>
<td>Massage Establishment Permit</td>
<td>New - $246 per permit plus DOJ and other State fees</td>
<td>Per Permit</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renewal - $138 per permit plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td>S-635</td>
<td>Community Dev (Codes)</td>
<td>Secondhand Dealer Permit</td>
<td>New - $246 per permit plus DOJ and other State fees</td>
<td>Per Permit</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renewal - $138 per permit plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td>S-636</td>
<td>Community Dev (Codes)</td>
<td>Solicitors Permit</td>
<td>New - $246 per permit plus $108 for each additional solicitor plus DOJ and other State fees</td>
<td>Per Permit</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renewal - $138 per permit plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td>S-637</td>
<td>Community Dev (Codes)</td>
<td>Taxi Business Permit</td>
<td>New - $354 per permit plus $21 for each cab plus DOJ and other State fees</td>
<td>Per Permit</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renewal - $190 per permit plus $21 for each cab plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td>S-638</td>
<td>Community Dev (Codes)</td>
<td>Tobacco Sales Permit</td>
<td>New - $246</td>
<td>Per Permit</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Renewal - $138 per permit plus DOJ and other State fees</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Late Fee - Renewal fee + 10%</td>
<td></td>
</tr>
<tr>
<td>S-660</td>
<td>Engineering</td>
<td>Golf Cart Permit</td>
<td>$10</td>
<td>Per permit</td>
</tr>
<tr>
<td>Service Code #</td>
<td>Dept</td>
<td>Description of Service</td>
<td>Fee for Service</td>
<td>Fee Instructions/Notes</td>
</tr>
<tr>
<td>---------------</td>
<td>--------------</td>
<td>-----------------------------------------</td>
<td>------------------------------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>S-711</td>
<td>City Clerk</td>
<td>Notary Public Service</td>
<td></td>
<td>Per signature, limited to $15 by State law.</td>
</tr>
<tr>
<td>S-712</td>
<td>City Clerk</td>
<td>Document Certification</td>
<td></td>
<td>Per item</td>
</tr>
<tr>
<td>S-715</td>
<td>City Clerk</td>
<td>Audio/Video Tape Reproduction</td>
<td>Audio CD - $22</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>DVD - $22</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Convert VHS to DVD - $42</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Convert Audio Cassette to CD/MP4 - Actual Costs</td>
<td></td>
</tr>
<tr>
<td>S-716</td>
<td>City Clerk</td>
<td>Annual Agenda Mailing Subscription</td>
<td>$333 staff costs plus $59 copying/mailing costs =</td>
<td>$392 per subscriber per year</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$392 per subscriber per year</td>
<td></td>
</tr>
<tr>
<td>S-717</td>
<td>City Clerk</td>
<td>Annual Agenda Packet Mailing Subscription</td>
<td>$979 staff costs plus $615 copying/mailing costs =</td>
<td>$1,594 per subscriber per year</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$1,594 per subscriber per year</td>
<td></td>
</tr>
<tr>
<td>S-718</td>
<td>City Clerk</td>
<td>Special Notice Subscription</td>
<td>$51 staff costs plus $4 copying/mailing costs =</td>
<td>$55 per subscriber per year</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$55 per subscriber per year</td>
<td></td>
</tr>
<tr>
<td>S-719</td>
<td>City Clerk</td>
<td>Document Print/Copy</td>
<td>All Copies - First 10 pages - No Charge - $0.20 per page for every page thereafter</td>
<td>Per request</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Document Imaging - First 10 pages - No Charge</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0.15 per page for every page thereafter</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Data Copy - $8 per device</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Agenda Packet - $67</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maps/Blueprints - Actual Costs</td>
<td></td>
</tr>
<tr>
<td>S-720</td>
<td>City Clerk</td>
<td>Candidate Processing</td>
<td>$25</td>
<td>Per application; fee set by the State</td>
</tr>
<tr>
<td>S-721</td>
<td>City Clerk</td>
<td>Initiative Processing</td>
<td>$200</td>
<td>Per initiative; fee set by the State</td>
</tr>
<tr>
<td>S-722</td>
<td>City Clerk</td>
<td>Verification of Residency</td>
<td>$19</td>
<td>Per request</td>
</tr>
<tr>
<td>S-740</td>
<td>Finance</td>
<td>NSF Check</td>
<td>$55</td>
<td>Per incident</td>
</tr>
<tr>
<td>S-750</td>
<td>Finance</td>
<td>Credit Card Convenience Fee</td>
<td>set by City's Third-Party Credit Card Processor</td>
<td>Per credit card charge</td>
</tr>
<tr>
<td>S-760</td>
<td>Various</td>
<td>Technology Surcharge</td>
<td>Charge 1.025% of all Plan Check and Permit fees and Entitlements (except Impact Fees)</td>
<td></td>
</tr>
<tr>
<td>Occ</td>
<td>Use</td>
<td>Type of Construction</td>
<td>2008-2009</td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>------------------------------</td>
<td>--------------------------------</td>
<td>-----------</td>
<td></td>
</tr>
<tr>
<td>R-2</td>
<td>Apartment Houses</td>
<td>*Type I or II-F.R.</td>
<td>141.69</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Apartment Houses</td>
<td>Type V or III (Masonry)</td>
<td>115.69</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Apartment Houses</td>
<td>Type V Wood Frame</td>
<td>106.60</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Apartment Houses</td>
<td>Type I Basement Garage)</td>
<td>49.40</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Banks</td>
<td>*Type I or II-F.R.</td>
<td>192.39</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Banks</td>
<td>Type II 1-Hour</td>
<td>141.69</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Banks</td>
<td>Type II-N</td>
<td>137.79</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Banks</td>
<td>Type III 1-Hour</td>
<td>155.99</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Banks</td>
<td>Type III-N</td>
<td>150.79</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Banks</td>
<td>Type V 1-Hour</td>
<td>141.69</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Banks</td>
<td>Type V-N</td>
<td>136.49</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Car Washes</td>
<td>Type III 1-Hour</td>
<td>91.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Car Washes</td>
<td>Type III-N</td>
<td>87.10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Car Washes</td>
<td>Type V 1-Hour</td>
<td>78.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Car Washes</td>
<td>Type V-N</td>
<td>72.80</td>
<td></td>
</tr>
<tr>
<td>A-3</td>
<td>Churches</td>
<td>Type I or II-F.R.</td>
<td>128.69</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Churches</td>
<td>Type II 1-Hour</td>
<td>97.50</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Churches</td>
<td>Type II-N</td>
<td>92.30</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Churches</td>
<td>Type III 1-Hour</td>
<td>105.30</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Churches</td>
<td>Type III-N</td>
<td>100.10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Churches</td>
<td>Type V 1-Hour</td>
<td>98.80</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Churches</td>
<td>Type V-N</td>
<td>92.30</td>
<td></td>
</tr>
<tr>
<td>I-2</td>
<td>Convalescent Hospitals</td>
<td>*Type I or II-F.R.</td>
<td>180.69</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Convalescent Hospitals</td>
<td>Type II 1-Hour</td>
<td>126.09</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Convalescent Hospitals</td>
<td>Type III 1-Hour</td>
<td>128.69</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Convalescent Hospitals</td>
<td>Type V 1-Hour</td>
<td>120.89</td>
<td></td>
</tr>
<tr>
<td>R-3</td>
<td>Dwellings ***</td>
<td>Type V Adobe</td>
<td>158.59</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dwellings ***</td>
<td>Type V Masonry</td>
<td>126.09</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dwellings ***</td>
<td>Type V Wood Frame</td>
<td>119.59</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dwellings ***</td>
<td>Basements (semi-finished)</td>
<td>29.90</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dwellings ***</td>
<td>Additions - Wood Frame</td>
<td>142.99</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dwellings ***</td>
<td>Solariums</td>
<td>120.89</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dwellings ***</td>
<td>Cabana - Pool House (Type V)</td>
<td>111.79</td>
<td></td>
</tr>
<tr>
<td>B/R/S</td>
<td>Fire Stations</td>
<td>Type I or II-F.R.</td>
<td>148.19</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fire Stations</td>
<td>Type II 1-Hour</td>
<td>97.50</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fire Stations</td>
<td>Type II-N</td>
<td>92.30</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fire Stations</td>
<td>Type III 1-Hour</td>
<td>106.60</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fire Stations</td>
<td>Type III-N</td>
<td>102.70</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fire Stations</td>
<td>Type V 1-Hour</td>
<td>100.10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fire Stations</td>
<td>Type V-N</td>
<td>94.90</td>
<td></td>
</tr>
<tr>
<td>A-3</td>
<td>Fitness Centers</td>
<td>Same values as Office Buildings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>I-2</td>
<td>Hospitals</td>
<td>*Type I or II-F.R.</td>
<td>211.89</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hospitals</td>
<td>Type III 1-Hour</td>
<td>175.49</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hospitals</td>
<td>Type V 1-Hour</td>
<td>167.69</td>
<td></td>
</tr>
<tr>
<td>R-1</td>
<td>Hotels &amp; Motels</td>
<td>*Type I or II-F.R.</td>
<td>131.29</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hotels &amp; Motels</td>
<td>Type III 1-Hour</td>
<td>114.39</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hotels &amp; Motels</td>
<td>Type III-N</td>
<td>107.90</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hotels &amp; Motels</td>
<td>Type V 1-Hour</td>
<td>98.80</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hotels &amp; Motels</td>
<td>Type V-N</td>
<td>97.50</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Industrial Plants</td>
<td>Type I or II-F.R.</td>
<td>74.10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Industrial Plants</td>
<td>Type II 1-Hour</td>
<td>52.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Industrial Plants</td>
<td>Type II N (Stock)</td>
<td>48.10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Industrial Plants</td>
<td>Type III 1-Hour</td>
<td>57.20</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Industrial Plants</td>
<td>Type III-N</td>
<td>53.30</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Industrial Plants</td>
<td>Tilt-up</td>
<td>39.00</td>
<td></td>
</tr>
</tbody>
</table>
**ATTACHMENT A - Valuations 2009**

<table>
<thead>
<tr>
<th>Occ</th>
<th>Use</th>
<th>Type of Construction</th>
<th>2008-2009</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Industrial Plants</td>
<td>Type V 1-Hour</td>
<td>53.30</td>
</tr>
<tr>
<td></td>
<td>Industrial Plants</td>
<td>Type V-N</td>
<td>49.40</td>
</tr>
<tr>
<td>B</td>
<td>Medical Offices</td>
<td>*Type I or II-F.R.</td>
<td>155.99</td>
</tr>
<tr>
<td></td>
<td>Medical Offices</td>
<td>Type II 1-Hour</td>
<td>119.59</td>
</tr>
<tr>
<td></td>
<td>Medical Offices</td>
<td>Type II-N</td>
<td>114.39</td>
</tr>
<tr>
<td></td>
<td>Medical Offices</td>
<td>Type III 1-Hour</td>
<td>129.99</td>
</tr>
<tr>
<td></td>
<td>Medical Offices</td>
<td>Type III-N</td>
<td>120.89</td>
</tr>
<tr>
<td></td>
<td>Medical Offices</td>
<td>Type V 1-Hour</td>
<td>116.99</td>
</tr>
<tr>
<td></td>
<td>Medical Offices</td>
<td>Type V-N</td>
<td>113.09</td>
</tr>
<tr>
<td>B</td>
<td>Offices</td>
<td>*Type I or II-F.R.</td>
<td>139.09</td>
</tr>
<tr>
<td></td>
<td>Offices</td>
<td>Type II 1-Hour</td>
<td>93.60</td>
</tr>
<tr>
<td></td>
<td>Offices</td>
<td>Type II-N</td>
<td>88.40</td>
</tr>
<tr>
<td></td>
<td>Offices</td>
<td>Type III 1-Hour</td>
<td>100.10</td>
</tr>
<tr>
<td></td>
<td>Offices</td>
<td>Type III-N</td>
<td>96.20</td>
</tr>
<tr>
<td></td>
<td>Offices</td>
<td>Type V 1-Hour</td>
<td>93.60</td>
</tr>
<tr>
<td></td>
<td>Offices</td>
<td>Type V-N</td>
<td>88.40</td>
</tr>
<tr>
<td>U</td>
<td>Private Garages</td>
<td>Wood Frame - Finished</td>
<td>31.20</td>
</tr>
<tr>
<td></td>
<td>Private Garages</td>
<td>Wood Frame - Unfinished</td>
<td>31.20</td>
</tr>
<tr>
<td></td>
<td>Private Garages</td>
<td>Masonry</td>
<td>36.40</td>
</tr>
<tr>
<td></td>
<td>Private Garages</td>
<td>Open Carports</td>
<td>22.10</td>
</tr>
<tr>
<td>B</td>
<td>Public Buildings</td>
<td>*Type I or II-F.R.</td>
<td>159.89</td>
</tr>
<tr>
<td></td>
<td>Public Buildings</td>
<td>Type II 1-Hour</td>
<td>129.99</td>
</tr>
<tr>
<td></td>
<td>Public Buildings</td>
<td>Type II-N</td>
<td>124.79</td>
</tr>
<tr>
<td></td>
<td>Public Buildings</td>
<td>Type III 1-Hour</td>
<td>135.19</td>
</tr>
<tr>
<td></td>
<td>Public Buildings</td>
<td>Type III-N</td>
<td>129.99</td>
</tr>
<tr>
<td></td>
<td>Public Buildings</td>
<td>Type V 1-Hour</td>
<td>123.49</td>
</tr>
<tr>
<td></td>
<td>Public Buildings</td>
<td>Type V-N</td>
<td>119.59</td>
</tr>
<tr>
<td>S-2</td>
<td>Public Garages</td>
<td>*Type I or II-F.R.</td>
<td>63.70</td>
</tr>
<tr>
<td></td>
<td>Public Garages</td>
<td>*Type I or II Open Parking</td>
<td>48.10</td>
</tr>
<tr>
<td></td>
<td>Public Garages</td>
<td>Type II-N</td>
<td>36.40</td>
</tr>
<tr>
<td></td>
<td>Public Garages</td>
<td>Type III 1-Hour</td>
<td>48.10</td>
</tr>
<tr>
<td></td>
<td>Public Garages</td>
<td>Type III-N</td>
<td>42.90</td>
</tr>
<tr>
<td></td>
<td>Public Garages</td>
<td>Type V 1-Hour</td>
<td>44.20</td>
</tr>
<tr>
<td>A-2</td>
<td>Restaurants</td>
<td>Type III 1-Hour</td>
<td>127.39</td>
</tr>
<tr>
<td></td>
<td>Restaurants</td>
<td>Type III-N</td>
<td>122.19</td>
</tr>
<tr>
<td></td>
<td>Restaurants</td>
<td>Type V 1-Hour</td>
<td>115.69</td>
</tr>
<tr>
<td></td>
<td>Restaurants</td>
<td>Type V-N</td>
<td>111.79</td>
</tr>
<tr>
<td>E</td>
<td>Schools</td>
<td>Type I or II-F.R.</td>
<td>144.29</td>
</tr>
<tr>
<td></td>
<td>Schools</td>
<td>Type II 1-Hour</td>
<td>98.80</td>
</tr>
<tr>
<td></td>
<td>Schools</td>
<td>Type III 1-Hour</td>
<td>105.30</td>
</tr>
<tr>
<td></td>
<td>Schools</td>
<td>Type III-N</td>
<td>101.40</td>
</tr>
<tr>
<td></td>
<td>Schools</td>
<td>Type V 1-Hour</td>
<td>98.80</td>
</tr>
<tr>
<td></td>
<td>Schools</td>
<td>Type V-N</td>
<td>94.90</td>
</tr>
<tr>
<td>M</td>
<td>Service Stations</td>
<td>Type II-N</td>
<td>87.10</td>
</tr>
<tr>
<td></td>
<td>Service Stations</td>
<td>Type III 1-Hour</td>
<td>91.00</td>
</tr>
<tr>
<td></td>
<td>Service Stations</td>
<td>Type V 1-Hour</td>
<td>78.00</td>
</tr>
<tr>
<td></td>
<td>Service Stations</td>
<td>Canopies</td>
<td>36.40</td>
</tr>
<tr>
<td>M</td>
<td>Stores</td>
<td>*Type I or II-F.R.</td>
<td>106.60</td>
</tr>
<tr>
<td></td>
<td>Stores</td>
<td>Type II 1-Hour</td>
<td>65.00</td>
</tr>
<tr>
<td></td>
<td>Stores</td>
<td>Type II-N</td>
<td>63.70</td>
</tr>
<tr>
<td></td>
<td>Stores</td>
<td>Type III 1-Hour</td>
<td>79.30</td>
</tr>
<tr>
<td></td>
<td>Stores</td>
<td>Type III-N</td>
<td>75.40</td>
</tr>
<tr>
<td></td>
<td>Stores</td>
<td>Type V 1-Hour</td>
<td>67.60</td>
</tr>
<tr>
<td></td>
<td>Stores</td>
<td>Type V-N</td>
<td>62.40</td>
</tr>
<tr>
<td></td>
<td>Stores</td>
<td>Retail Garden Center (Type V-N)</td>
<td>51.71</td>
</tr>
</tbody>
</table>
## ATTACHMENT A - Valuations 2009

<table>
<thead>
<tr>
<th>Occ</th>
<th>Use</th>
<th>Type of Construction</th>
<th>2008-2009</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-1</td>
<td>Theatres</td>
<td>Type I or II-F.R.</td>
<td>142.99</td>
</tr>
<tr>
<td></td>
<td>Theatres</td>
<td>Type III 1-Hour</td>
<td>104.00</td>
</tr>
<tr>
<td></td>
<td>Theatres</td>
<td>Type III-N</td>
<td>98.80</td>
</tr>
<tr>
<td></td>
<td>Theatres</td>
<td>Type V 1-Hour</td>
<td>97.50</td>
</tr>
<tr>
<td></td>
<td>Theatres</td>
<td>Type V-N</td>
<td>92.30</td>
</tr>
<tr>
<td>S</td>
<td>Warehouses **</td>
<td>Type I or II-F.R.</td>
<td>63.70</td>
</tr>
<tr>
<td></td>
<td>Warehouses **</td>
<td>Type II 1-Hour</td>
<td>37.70</td>
</tr>
<tr>
<td></td>
<td>Warehouses **</td>
<td>Type III 1-Hour</td>
<td>42.90</td>
</tr>
<tr>
<td></td>
<td>Warehouses **</td>
<td>Type III-N</td>
<td>41.60</td>
</tr>
<tr>
<td></td>
<td>Warehouses **</td>
<td>Type V 1-Hour</td>
<td>37.70</td>
</tr>
<tr>
<td></td>
<td>Warehouses **</td>
<td>Type V-N</td>
<td>36.40</td>
</tr>
</tbody>
</table>

**NOTE:**
- Add 0.5 percent to the total cost for each story over three.
- Deduct 11 percent for mini-warehouse.
- For subdivisions with 10 or more single family dwellings which have plan check and building permit issuances in groups of 10 or more, the valuation or the plan check and building permit fees may be increased by 10 percent.

### MISCELLANEOUS

- Agricultural Building: 22.10
- Aluminum Siding: 6.50
- Antennas: Radio over 30 ft. high 4,185.81
- Antennas: Dish, 10 ft. dia.w/decoder 5,089.27
- Awning or Canopy: Aluminum 24.70
- Awning or Canopy: Canvas 10.40
- Balcony: 16.90
- Decks (wood): 16.90
- Demolition of Building: 5.20
- Fence or Freestanding Wall: Wood or Chain Link 2.60
- Fence or Freestanding Wall: Wood Frame with Stucco 6.50
- Fence or Freestanding Wall: Wire 2.60
- Fence or Freestanding Wall: Masonry 10.40
- Fence or Freestanding Wall: Wrought Iron 6.50
- Foundation Only (25% of value of whole building). Remainder of building will be valued at 75% of the building: 6.50
- Greenhouse: 6.50
- Manufactured Housing (25% of value of “site built” house): 28.60
- Mobile Home: 28.60
- Patio: Wood Frame with Cover 10.40
- Patio: Metal Frame with Cover 13.00
- Patio: Wood Frame Cover & Walls 14.30
- Patio: Metal Frame Cover & Walls 16.90
- Patio: Screen or Plastic Walls 3.90
- Plastering: Inside 3.90
- Plastering: Outside 3.90
- Retaining Wall: Concrete or Masonry 20.80
- Reroofing (1 square = 100 square feet): Built-up 158.59
- Reroofing (1 square = 100 square feet): Composition Shingles 148.19
- Reroofing (1 square = 100 square feet): Fiberglass Shingles 148.19
- Reroofing (1 square = 100 square feet): Asbestos Cement Shingles 352.28
## ATTACHMENT A - Valuations 2009

<table>
<thead>
<tr>
<th>Occ</th>
<th>Use</th>
<th>Type of Construction</th>
<th>2008-2009</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Reroofing (1 square = 100 square feet)</td>
<td>Wood Shingles (Class C min)</td>
<td>352.28</td>
</tr>
<tr>
<td></td>
<td>Reroofing (1 square = 100 square feet)</td>
<td>Wood Shakes (Class C min)</td>
<td>352.28</td>
</tr>
<tr>
<td></td>
<td>Reroofing (1 square = 100 square feet)</td>
<td>Aluminum Shingles</td>
<td>531.68</td>
</tr>
<tr>
<td></td>
<td>Reroofing (1 square = 100 square feet)</td>
<td>Clay Tile</td>
<td>445.88</td>
</tr>
<tr>
<td></td>
<td>Reroofing (1 square = 100 square feet)</td>
<td>Concrete Tile</td>
<td>376.98</td>
</tr>
<tr>
<td></td>
<td>Roof Structure Replacement</td>
<td></td>
<td>16.90</td>
</tr>
<tr>
<td></td>
<td>Saunas (Steam)</td>
<td></td>
<td>10,447.63</td>
</tr>
<tr>
<td></td>
<td>Spa or Hot Tub (&quot;Jacuzzi®&quot;)</td>
<td></td>
<td>8,571.81</td>
</tr>
<tr>
<td></td>
<td>Stairs</td>
<td></td>
<td>16.90</td>
</tr>
<tr>
<td></td>
<td>Stone and Brick Veneer</td>
<td></td>
<td>10.40</td>
</tr>
<tr>
<td></td>
<td>Storage Racks</td>
<td>per CF</td>
<td>1.30</td>
</tr>
<tr>
<td></td>
<td>Swimming Pool (per sf surface area)</td>
<td>Vinyl-lined</td>
<td>40.30</td>
</tr>
<tr>
<td></td>
<td>Swimming Pool (per sf surface area)</td>
<td>Gunite</td>
<td>44.20</td>
</tr>
<tr>
<td></td>
<td>Swimming Pool (per sf surface area)</td>
<td>Fiberglass</td>
<td>48.10</td>
</tr>
<tr>
<td></td>
<td>Tenant Improvements</td>
<td>Medical offices, restaurants, hazardous 'h' occupancies</td>
<td>54.60</td>
</tr>
<tr>
<td></td>
<td>Tenant Improvements</td>
<td>Other such as stores &amp; offices</td>
<td>40.30</td>
</tr>
</tbody>
</table>

### General Additions and Modifiers

<table>
<thead>
<tr>
<th>Use</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Sprinkler System</td>
<td>3.38</td>
</tr>
<tr>
<td>Air Conditioning-Commercial</td>
<td>5.46</td>
</tr>
<tr>
<td>Air Conditioning-Residential</td>
<td>4.55</td>
</tr>
<tr>
<td>Fireplace-Concrete or masonry</td>
<td>4,185.81</td>
</tr>
<tr>
<td>Fireplace-prefabricated metal</td>
<td>2,845.57</td>
</tr>
<tr>
<td>Pile Foundations</td>
<td></td>
</tr>
<tr>
<td>Cast-in-place concrete piles</td>
<td>27.30</td>
</tr>
<tr>
<td>Steel piles</td>
<td>67.60</td>
</tr>
</tbody>
</table>

### Alterations to Existing Structures

(with no additional Floor Area or Roof Cover)

<table>
<thead>
<tr>
<th>Use</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interior Partition</td>
<td>62.40</td>
</tr>
<tr>
<td>Install Windows or Sliding Glass Doors</td>
<td>19.50</td>
</tr>
<tr>
<td>Close Exterior Wall Opening</td>
<td>18.20</td>
</tr>
</tbody>
</table>

### Shell Buildings

<table>
<thead>
<tr>
<th>Use</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>B Banks *Type I or II-F.R.</td>
<td>153.91</td>
</tr>
<tr>
<td>Banks Type II 1-Hour</td>
<td>113.35</td>
</tr>
<tr>
<td>Banks Type II-N</td>
<td>110.24</td>
</tr>
<tr>
<td>Banks Type III 1-Hour</td>
<td>124.79</td>
</tr>
<tr>
<td>Banks Type III-N</td>
<td>120.63</td>
</tr>
<tr>
<td>Banks Type V 1-Hour</td>
<td>113.35</td>
</tr>
<tr>
<td>Banks Type V-N</td>
<td>109.20</td>
</tr>
<tr>
<td>B Medical Offices *Type I or II-F.R.</td>
<td>124.79</td>
</tr>
<tr>
<td>Medical Offices Type II 1-Hour</td>
<td>95.68</td>
</tr>
<tr>
<td>Medical Offices Type II-N</td>
<td>91.52</td>
</tr>
<tr>
<td>Medical Offices Type III 1-Hour</td>
<td>104.00</td>
</tr>
<tr>
<td>Medical Offices Type III-N</td>
<td>96.72</td>
</tr>
<tr>
<td>Medical Offices Type V 1-Hour</td>
<td>93.60</td>
</tr>
<tr>
<td>Medical Offices Type V-N</td>
<td>90.48</td>
</tr>
<tr>
<td>B Offices *Type I or II-F.R.</td>
<td>111.27</td>
</tr>
<tr>
<td>Offices Type II 1-Hour</td>
<td>74.88</td>
</tr>
<tr>
<td>Offices Type II-N</td>
<td>70.72</td>
</tr>
<tr>
<td>Offices Type III 1-Hour</td>
<td>80.08</td>
</tr>
<tr>
<td>Offices Type III-N</td>
<td>76.96</td>
</tr>
<tr>
<td>Occ</td>
<td>Use</td>
</tr>
<tr>
<td>-----</td>
<td>--------------</td>
</tr>
<tr>
<td></td>
<td>Offices</td>
</tr>
<tr>
<td></td>
<td>Offices</td>
</tr>
<tr>
<td>A-2</td>
<td>Restaurants</td>
</tr>
<tr>
<td></td>
<td>Restaurants</td>
</tr>
<tr>
<td></td>
<td>Restaurants</td>
</tr>
<tr>
<td></td>
<td>Restaurants</td>
</tr>
<tr>
<td>M</td>
<td>Stores</td>
</tr>
<tr>
<td></td>
<td>Stores</td>
</tr>
<tr>
<td></td>
<td>Stores</td>
</tr>
<tr>
<td></td>
<td>Stores</td>
</tr>
<tr>
<td></td>
<td>Stores</td>
</tr>
<tr>
<td></td>
<td>Stores</td>
</tr>
<tr>
<td></td>
<td>Stores</td>
</tr>
</tbody>
</table>
## ATTACHMENT "B"
### BUILDING PERMIT FEE SCHEDULE

<table>
<thead>
<tr>
<th>Service Code #</th>
<th>TOTAL VALUATION *</th>
<th>BASE BUILDING PERMIT FEE *</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-210</td>
<td>$1.00 to $500.00</td>
<td>$28.00</td>
</tr>
<tr>
<td></td>
<td>$500.01 to $2,000.00</td>
<td>$28.00 for the first $500 plus $3.59 for each additional $100, or fraction thereof, to and including $2,000.00</td>
</tr>
<tr>
<td></td>
<td>$2,000.01 to $25,000.00</td>
<td>$81.85 for the first $2,000.00 plus $16.50 for each additional $1,000.00, or fraction thereof, to and including $25,000.00</td>
</tr>
<tr>
<td></td>
<td>$25,000.01 to $50,000.00</td>
<td>$461.35 for the first $25,000.00 plus $11.91 for each additional $1,000.00, or fraction thereof, to and including $50,000.00</td>
</tr>
<tr>
<td></td>
<td>$50,000.01 to $100,000.00</td>
<td>$759.10 for the first $50,000.00 plus $8.25 for each additional $1,000.00, or fraction thereof, to and including $100,000.00</td>
</tr>
<tr>
<td></td>
<td>$100,000.01 to $500,000.00</td>
<td>$1,171.60 for the first $100,000.00 plus $6.60 for each additional $1,000.00, or fraction thereof, to and including $500,000.00</td>
</tr>
<tr>
<td></td>
<td>$500,001 to $1,000,000.00</td>
<td>$3,811.60 for the first $500,000.00 plus $5.60 for each additional $1,000.00, or fraction thereof, to and including $1,000,000.00</td>
</tr>
<tr>
<td></td>
<td>$1,000,001+</td>
<td>$6,611.60 for the first $1,000,000.00 plus $3.71 for each additional $1,000.00, or fraction thereof</td>
</tr>
</tbody>
</table>

### ASSOCIATED FEES

<table>
<thead>
<tr>
<th>Service Code #</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-212</td>
<td>Permit Issuance Fee</td>
<td>$47.00</td>
</tr>
<tr>
<td>S-220</td>
<td>Individual Plumbing Permit</td>
<td>$141.00</td>
</tr>
<tr>
<td>S-230</td>
<td>Individual Electrical Permit</td>
<td>$141.00</td>
</tr>
<tr>
<td>S-240</td>
<td>Individual Mechanical Permit</td>
<td>$141.00</td>
</tr>
<tr>
<td>S-233</td>
<td>Water Heater Permit</td>
<td>$71.00</td>
</tr>
</tbody>
</table>

**In Combination with Building Permit**

- Plumbing Permit: 7% of Base Permit Fee
- Electrical Permit: 7% of Base Permit Fee
- Mechanical Permit: 7% of Base Permit Fee
- Energy Surcharge Fee: 15% of Base Permit Fee
- Disabled Access Surcharge Fee: 10% of Base Permit Fee

(Disabled Access fee applies to Commercial, Industrial, Assembly, Educational and Multi-Family type projects as required by State Building Code)

<table>
<thead>
<tr>
<th>Service Code #</th>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-255</td>
<td>Plan Check Fee</td>
<td>85%</td>
</tr>
</tbody>
</table>

(Residential sub-division or tract development projects may have production units that are duplicates of the model units reduced to 30% of the permit fee)

### NOTES:

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

---

*Projects requiring special inspections or additional re-inspections shall be charged a fee determined by using the current preferred hourly rate as established by EsGil Corporation.*
STAFF REPORT
CITY OF SOLANA BEACH

Honorable Mayor and City Councilmembers
Gregory Wade, City Manager
November 13, 2019
Engineering Department

Public Hearing: Consideration of Resolution 2019-146 for Fiscal Year 2020-2021 Community Development Block Grant Funds – ADA Pedestrian Ramp Improvements

BACKGROUND:

The City of Solana Beach is eligible to apply for Federal Community Development Block Grant (CDBG) funding administered locally through the County of San Diego Department of Housing and Community Development (County). The County has recommended that the City target Americans with Disabilities Act (ADA) improvements to improve the accessibility and safety for persons with disabilities, which is one of the CDBG goals. The City Council has approved previous annual CDBG applications to construct ADA compliant pedestrian ramps at public street intersections throughout the City.

For the upcoming application, Staff prepared for Council’s consideration a new list of street intersections that may be improved with ADA compliant pedestrian ramps (Attachment 1, Exhibit A). This item is before the City Council to consider approving the list and authorizing Staff to apply for the Fiscal Year (FY) 2020-21 CDBG funding program.

DISCUSSION:

The County has indicated that the anticipated CDBG funding will be approximately $44,520 for this annual grant application. The ramps listed in Attachment 1, Exhibit A, are at locations with pedestrian ramps that do not meet current standards. The number of ramps to be constructed will be adjusted to match the available funding. As this Council action has been advertised as a public hearing, any information, comments, and testimony received on this item will be attached to this report and sent to the County along with the City’s application.

CITY COUNCIL ACTION:

AGENDA ITEM B.2.
The need for ADA ramps will continue to decline as many of the ramps have already been installed throughout the City using CDBG funds. For this reason, Staff will be working with the County to identify other eligible projects for CDBG funds.

Public services are eligible for 15% of the City's total annual CDBG. However, the County has indicated it will not accept an application for public services given the small amount of funding and the associated administrative costs with such an allocation.

**CEQA COMPLIANCE STATEMENT:**

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

**FISCAL IMPACT:**

There is no impact to the General Fund due to the use of Federal CDBG Funds. Staff anticipates that the City will receive grant funding of approximately $44,520 for FY 2020-21. Staff will program the funds for the ADA pedestrian ramps in the proposed FY 2020-21 CIP Budget.

**WORK PLAN:**

N/A

**OPTIONS:**

- Approve Staff recommendations and approve the CDBG application.
- Provide alternative direction.

**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council:


2. Adopt Resolution 2019-146:
   
   a. Finding that the funding request and project implementation are exempt from the California Environmental Quality Act pursuant to the State CEQA Guidelines.
   
   b. Approving the list of public street ADA ramp locations.
c. Requesting FY 2020-21 Community Development Block Grant Funds for ADA pedestrian ramp improvements at various public street intersections listed in Attachment 1, Exhibit A.

d. Finding that all of FY 2020-21 CDBG funds, presently estimated at a total of $44,520, are designated to be used for ADA pedestrian ramp improvements.

e. Authorizing the City Manager to execute the County contract for management and implementation of the CDBG program.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation

[Signature]

Gregory Wade, City Manager

Attachments:

1. Resolution No. 2019-146
RESOLUTION 2019-146

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, REQUESTING FISCAL YEAR 2020-2021 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR CONSTRUCTION OF ADA PEDESTRIAN RAMPS

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

WHEREAS, the City desires to utilize the CDBG funds for ADA improvements to improve the accessibility and safety for persons with disabilities; and

WHEREAS, on November 13, 2019, the City Council held a duly noticed public hearing to consider the application of requesting CDBG funds; and

WHEREAS, section 15301(c) of the State CEQA Guidelines categorically exempts operation, repairs, maintenance or minor alteration to existing streets, sidewalks, gutters and similar facilities.

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

1. That the above recitations are true and correct.

2. That the City Council finds the funding request and project implementation are exempt from the California Environmental Quality Act pursuant to Section 15301(c) the State CEQA Guidelines.

3. That the City Council approves the list of public street ADA Ramp Locations (Exhibit A).

4. That the City Council requests the Fiscal Year (FY) 2020/21 Community Development Block Grant Funds for ADA pedestrian ramp improvements at various public street intersections listed in Exhibit A.

5. That the City Council finds that all of FY 2020/21 CDBG funds, presently estimated at a total of $44,520, are designated to be used for ADA pedestrian ramp improvements.
6. That the City Council authorizes the City Manager to execute the County contract for management and implementation of the CDBG project.

PASSED AND ADOPTED this 13th day of November, 2019 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 –

______________________________
DAVID A. ZITO, Mayor

APPROVED AS TO FORM:

______________________________
JOHANNA N. CANLAS, City Attorney

ATTEST:

______________________________
ANGELA IVEY, City Clerk
EXHIBIT A
Resolution 2019-146
City of Solana Beach
FY 2020-21 CDBG Application
Proposed ADA Ramps Locations

<table>
<thead>
<tr>
<th>No.</th>
<th>Cross Streets</th>
<th>Corner</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>San Mario</td>
<td>Santa Petra</td>
</tr>
<tr>
<td>2</td>
<td>Santa Victoria</td>
<td>Santa Luisa</td>
</tr>
<tr>
<td>3</td>
<td>Santa Victoria</td>
<td>Santa Rufina</td>
</tr>
<tr>
<td>4</td>
<td>Santa Victoria</td>
<td>Santa Helena (509)</td>
</tr>
<tr>
<td>5</td>
<td>Lomas Santa Fe Dr</td>
<td>Solana Hills Dr</td>
</tr>
<tr>
<td>6</td>
<td>Lomas Santa Fe Dr</td>
<td>Highland Dr</td>
</tr>
<tr>
<td>7</td>
<td>Lomas Santa Fe Dr</td>
<td>Rios Ave</td>
</tr>
<tr>
<td>8</td>
<td>South Sierra Ave</td>
<td>Linda Mar</td>
</tr>
<tr>
<td>9</td>
<td>503 South Sierra Ave</td>
<td>mid-block crossing</td>
</tr>
<tr>
<td>10</td>
<td>Stevens Ave</td>
<td>Stevens Ave West</td>
</tr>
</tbody>
</table>

All locations listed above have non-standard ramps to be removed and replaced with current ADA ramp standards.
TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: November 13, 2019
ORIGINATING DEPT: Engineering Department
SUBJECT: Public Hearing: Introduce (1st Reading) Ordinance 507 Amending Chapter 17.80 of the Solana Beach Municipal Code Related to the Solana Beach Floodplain Overlay Zone to Comply with the National Flood Insurance Program

BACKGROUND:

While most of Solana Beach is well above the flood zone, the area south of the intersection of Valley Avenue and Stevens Ave to Via de la Valle is subject to periodic flooding from heavy rains. This area is identified on the National Flood Insurance Rate Map to be within the 100-year flood zone (see Attachment 2). Flooding can result in loss of life and property, health and safety hazards, disruption of businesses and government services, extraordinary public expenditures, and lower property values. Flood losses are caused by land uses that are inadequately elevated, flood proofed, or protected from flood damage.

The Federal Emergency Management Agency (FEMA) makes flood insurance available to residents of participating communities, provided the community adopts and enforces adequate floodplain management regulations that meet the minimum National Flood Insurance Program (NFIP) and Code of Federal Regulations.

To comply with the NFIP, in 1993 Council approved Ordinance No. 185, adopting the Solana Beach Floodplain Overlay Zone (Chapter 17.80), amending Chapter 17.08 (formerly Chapter 14.100 adopted September 6, 1988 by Ord. 70). Since that time, changes to the NFIP have occurred and the Solana Beach Municipal Code (SBMC) has been revised accordingly.

This item is before the City Council to introduce Ordinance 507 (Attachment 1) to amend SBMC Chapter 17.80 in regards to floodplain regulations.

CITY COUNCIL ACTION:

AGENDA ITEM B.3.
DISCUSSION:

FEMA recently published updated Flood Insurance Rate Maps. The map update did not change the flood hazard areas in Solana Beach. As part of this update, FEMA has requested the City of Solana Beach show evidence of floodplain management regulations that meet the National Flood Insurance Program standards. FEMA conducted a review of the Solana Beach Municipal Code, Chapter 17.80, Flood Damage Prevention Overlay Zone and indicated that some changes are needed. FEMA is requiring code updates, mainly pertaining to manufactured homes and substantial improvement requirements, in order to meet the NFIP requirements pursuant to the Title 44 Code of Federal Regulations. A copy of the FEMA letter is included as Attachment 3. The adoption of an amended floodplain management ordinance is a prerequisite for continued participation in the NFIP. The code update is required by December 20, 2019.

Staff prepared the attached proposed ordinance and submitted it to FEMA for review. FEMA concluded that the ordinance meets the NFIP requirements and that, after its adoption, Solana Beach will be in full compliance. The proposed changes are described below in bold:

1. Section 17.80.020, Definitions – the date of first adopted floodplain management ordinance (September 6, 1988) is to be added where applicable. Under “Start of Construction”, the following is to be added: “For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.”

2. Section 17.80.090.A, Development permit required – “including manufactured homes” to be added.

3. Section 17.80.110.A.4 – Duties and responsibilities of the floodplain administrator, “within the City of Solana Beach” to be added.

4. Section 17.80.120, Standards of Construction:
   a. B. Construction Materials and Methods, paragraph 1 – “below the base flood elevation and one-foot freeboard” to be added.
   b. C. Elevation and Floodproofing, paragraph 4a – “buildings with more than one enclosed area must have openings on exterior walls for each area to allow flood water to directly enter” to be added.
   c. C. Elevation and Floodproofing, paragraph 5 – “SBMC 17.80.120” to replace “this section”.
   d. C. Elevation and Floodproofing, subsection 6 – Garages and Low Cost Accessory Structures, b. Detached Garages and Accessory Structures:
      i. Paragraph (B): “a plus one-foot freeboard” to be added.
      ii. Paragraph (D): “a minimum of one-foot above” to be added.
5. Section 17.80.140 Standards for subdivisions:
   a. Paragraph A: “the special flood hazard areas and the base flood elevations” to replace “the flood hazard area and the elevation of the base flood.”
   b. Paragraph B: “provide as part of an application for a Letter of Map Revision based on fill (LOMR-F) to the floodplain administrator” to replace “provided to the floodplain administrator. A report of the effects of a subdivision grading on the floodway or floodplain shall be provided at the time of the permit application.”

6. Sections 17.80.150 Standards for manufactured homes and recreational vehicles:
   a. Paragraph A: “and substantially improved” to be added.
   b. Subparagraph 1: “a minimum of one-foot” above base flood elevation to be added.

7. Section 17.80.200, paragraph A Conditions for variances – “upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure” to replace “without regard to the procedures set forth in the remainder of this section.”

Pursuant to SBMC section 17.76.050, amendments to the Title 17 of the SBMC may be approved by the Council upon making the findings contained in SBMC section 17.76.070.

SMBC section 17.76.070 requires the Council make the following findings to amend Title 17 of the SBMC:

A. The proposed amendment is consistent with the general plan.
B. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the city.

The changes to Chapter 17.80 as proposed in Ordinance 507 do not change the land use in the affected zone and therefore are consistent with the General Plan. The suggested revisions are in compliance with the NFIP which enforces floodplain management regulations. Thus, the amendment is not detrimental to the public interest, health, safety, convenience, or welfare of the City.

Therefore, Staff recommends that the City Council introduce Ordinance 507, amending the Solana Beach Floodplain Overlay Zone (Sections 17.80.020, 17.80.090, 17.80.110, 17.80.120, 17.80.140, 17.80.150 and 17.80.200).

**CEQA COMPLIANCE STATEMENT:**

This action is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15321 of the State CEQA Guidelines.
FISCAL IMPACT:
There is no anticipated fiscal impact to the City.

WORK PLAN:
N/A

OPTIONS:
- Approve Staff recommendations.
- Do not approve Staff recommendations.
- Provide direction to Staff.

DEPARTMENT RECOMMENDATION:
Staff recommends that the City Council:


2. If the Council could make the findings as required under SMBC section 17.76.070, introduce Ordinance No. 507 to amend the Solana Beach Floodplain Overlay Zone (Sections 17.80.020, 17.80.090, 17.80.110, 17.80.120, 17.80.140, 17.80.150 and 17.80.200) of the SBMC.

CITY MANAGER’S RECOMMENDATION:
Approve Department Recommendation.

Gregory Wade, City Manager

Attachments:
1. Ordinance 507
2. Flood Insurance Rate Map
3. FEMA Letter dated June 20, 2019
ORDINANCE 507

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA AMENDING SECTIONS OF CHAPTER 17.80 OF THE SOLANA BEACH MUNICIPAL CODE, ALL RELATED TO FLOOD DAMAGE PREVENTION

WHEREAS, the City of Solana Beach City Council adopted Ordinance 70 on September 6, 1988, adopting the Solana Beach Floodplain Overlay Zone; and

WHEREAS, the Federal Emergency Management Agency (FEMA) informed the City by letter that the City's current Floodplain Overlay Zone Ordinance requires an update to meet the minimum National Flood Insurance Program (NFIP) requirements pursuant to the Title 44 Code of Federal Regulations Section 60.3; and

WHEREAS, the adoption of an amended floodplain management ordinance is a prerequisite for continued participation in the NFIP; and

WHEREAS, the City desires to continue its participation in the NFIP.

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. The City Council finds that this action is exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to Section 15321 because there is no possibility that the activity in question may have a significant effect on the environment.

Section 3. Solana Beach Municipal Code Section 17.80.020 is amended to read as follows (strikeout indicates a deletion, underline indicated an addition):

17.80.020 Definitions. (Four definitions amended)

“Existing manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of a floodplain management regulation adopted by the city (September 6, 1988 Ord. 70).

“New construction” means, for floodplain management purposes, structures for which the “start of construction” commenced on or after the effective date of a floodplain management regulation adopted by the city (September 6, 1988 Ord. 70).
“New manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of a floodplain management regulation adopted by the city (September 6, 1988 Ord. 70).

“Start of construction” includes substantial improvement, and means the date the building permit was issued; provided, the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Section 4. Solana Beach Municipal Code Section 17.80.090 is amended to read as follows (strikeout indicates a deletion, underline indicated an addition):

17.80.090 Development permit required.

A. In addition to any other development permits or approvals required by this code, a flood damage prevention development permit shall be obtained before construction or development, including manufactured homes, begins within any area of special flood hazards, areas of flood-related erosion hazards or areas of mudslide (i.e., mudflow) established by SBMC 17.80.040. Application for a permit shall be made on forms approved by the floodplain administrator and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevation of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required:

1. Proposed elevation in relation to mean sea level of the lowest floor (including basement) of all structures; in zone AO, elevation of highest adjacent grade and proposed elevation of lowest floor of all structures;

2. Proposed elevation in relation to mean sea level to which any structure will be floodproofed;

3. All appropriate certifications listed in SBMC 17.80.120(C); and
4. Description and substantiating calculations of the extent to which any watercourse will be altered or relocated as a result of proposed development.

B. No other permit or approval for development shall be issued unless either a flood damage prevention development permit has first been issued or such other permit or approval is conditioned upon the successful issuance of a flood damage prevention development permit.

C. Appeals. The city council of the city of Solana Beach shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this chapter.

Section 5. Solana Beach Municipal Code Section 17.80.110 is amended to read as follows (strikeout indicates a deletion, underline indicated an addition):

17.80.110 Duties and responsibilities of the floodplain administrator.

The duties and responsibilities of the floodplain administrator shall include, but not be limited to:

A. Permit Review.

1. Review all development permits to determine that the permit requirements of this chapter have been satisfied;

2. All other required state and federal permits have been obtained;

3. The site is reasonably safe from flooding;

4. The proposed development does not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. For purposes of this chapter, “adversely affects” means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than one foot within the City of Solana Beach;

5. All letters of map revision (LOMRs) for flood control projects are approved prior to the issuance of building permits. Building permits must not be issued based on conditional letters of map revision (CLOMRs). Approved CLOMRs allow construction of the proposed flood control project and land preparation as specified in the “start of construction” definition;

B. Development of Substantial Improvement and Substantial Damage Procedures.

1. Using FEMA publication FEMA 213, “Answers to Questions About Substantially Damaged Buildings,” develop detailed procedures for identifying and administering requirements for substantial improvement and substantial damage, to include defining “market value.”
2. Assure procedures are coordinated with other departments/divisions and implemented by community staff;

C. Use of Other Base Flood Data. When base flood elevation data has not been provided in accordance with SBMC 17.80.030, the floodplain administrator will obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer SBMC 17.80.120. Any such information shall be submitted to the city for adoption;

D. Whenever a Watercourse Is to Be Altered or Relocated.

1. Notify adjacent communities and the California Department of Water Resources and the Army Corps of Engineers prior to such alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration;

2. Request that the flood-carrying capacity of the altered or relocated portion of the watercourse is maintained;

3. Base Flood Elevation Changes Due to Physical Alterations.

   a. Within six months of information becoming available or project completion, whichever comes first, the floodplain administrator shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a letter of map revision (LOMR).

   b. All LOMRs for flood control projects are approved prior to the issuance of building permits. Building permits must not be issued based on conditional letters of map revision (CLOMRs). Approved CLOMRs allow construction of the proposed flood control project and land preparation as specified in the “start of construction” definition.

   Such submissions are necessary so that, upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements are based on current data;

4. Changes in Corporate Boundaries. Notify FEMA in writing whenever the corporate boundaries have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits;

E. Obtain and maintain for public inspection and make available as needed the certifications and reports required by SBMC 17.80.120, 17.80.140 and 17.80.160;

F. Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazards, areas of flood-related erosion hazards or areas of mudslide (i.e., mudflow), for example, where there appears to be a conflict between a mapped boundary and actual field conditions. The person contesting the location of the boundary may appeal any decision regarding the interpretation to the city council as provided in SBMC 17.80.190;
G. Take action to remedy violations of this chapter as specified in SBMC 17.80.040.

Section 6. Solana Beach Municipal Code Section 17.80.120 is amended to read as follows (strikeout indicates a deletion, underline indicated an addition):

17.80.120 Standards of construction.

Construction in all areas of special flood hazards shall comply with the standards set forth in this section.

A. Anchoring.

1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

2. All manufactured homes shall meet the anchoring standards of SBMC 17.80.150.

B. Construction Materials and Methods.

1. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage below the base flood elevation and one-foot freeboard.

2. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

3. All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

4. Within zones AH and AO, adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures shall be shown on the grading plans and required as a condition of the grading permit.

C. Elevation and Floodproofing.

1. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated to one foot above the base flood elevation. Upon the completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered civil engineer or licensed land surveyor to be properly elevated. Such certification or verification shall be provided to the floodplain administrator.

2. New construction and substantial improvement of any residential structure in zone AO shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM, or at least two feet if no depth number is specified. Upon completion of the structure, the
elevation of the lowest floor, including basement, shall be certified by a registered civil engineer or licensed land surveyor to be properly elevated. Such certification or verification shall be provided to the floodplain administrator.

3. New construction and substantial improvement of any nonresidential structure shall either be elevated in conformance with subsection (C)(1) or (2) of this section or, together with attendant utility and sanitary facilities, meet the following requirements:

   a. Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;

   b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and

   c. Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certifications shall be provided to the floodplain administrator.

4. In all new construction and substantial improvements, fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Fully enclosed areas below the lowest floor that are subject to flooding are usable solely for parking of vehicles, building access, and storage. Building plans meeting this requirement must either be certified by a registered civil engineer or architect or conform to the following minimum criteria:

   a. Either a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves or other coverings or devices; provided, that they permit the automatic entry and exit of floodwaters; buildings with more than one enclosed area must have openings on exterior walls for each area to allow flood water to directly enter; or

   b. Be certified by a registered professional engineer or architect to comply with a local floodproofing standard approved by the Federal Insurance Administration.

5. In addition to the requirements of this section SBMC 17.80.120, manufactured homes shall also meet the requirements established in SBMC 17.80.150.


   a. Attached Garages.

      i. A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry of floodwaters. See subsection (C)(3) of this section. Areas of the garage below the BFE must be constructed with flood-resistant materials. See subsection B of this section.
ii. A garage attached to a nonresidential structure must meet the above requirements or be dry floodproofed. For guidance on below grade parking areas, see FEMA Technical Bulletin TB-6.

b. Detached Garages and Accessory Structures.

i. "Accessory structures" used solely for parking (two-car detached garages or smaller) or limited storage (small, low-cost sheds), as defined in SBMC 17.80.020, may be constructed such that its floor is below the base flood elevation (BFE), provided the structure is designed and constructed in accordance with the following requirements:

(A) Use of the accessory structure must be limited to parking or limited storage;

(B) The portions of the accessory structure located below the BFE plus one-foot freeboard must be built using flood-resistant materials;

(C) The accessory structure must be adequately anchored to prevent flotation, collapse and lateral movement;

(D) Any mechanical and utility equipment in the accessory structure must be elevated or floodproofed to a minimum of one-foot above or above the BFE;

(E) The accessory structure must comply with floodplain encroachment provisions in SBMC 17.80.160; and

(F) The accessory structure must be designed to allow for the automatic entry of floodwaters in accordance with subsection (C)(4) of this section.

ii. Detached garages and accessory structures not meeting the above standards must be constructed in accordance with all applicable standards in this section.

Section 7. Solana Beach Municipal Code Section 17.80.140 is amended to read as follows (strikeout indicates a deletion, underline indicated an addition):

17.80.140 Standards for subdivisions.

A. At the time of submission of an application for approval of a tentative map or tentative parcel map within the flood damage prevention overlay zone, the subdivider shall submit a map signed by a registered civil engineer or licensed land surveyor identifying the special flood hazard areas and the base flood elevations the flood hazard area and the elevation of the base flood.

B. The tentative map or tentative parcel map shall show the elevation of proposed structure(s) and building pads. If the site is filled above the base flood, the final pad
elevation shall be certified by a registered civil engineer or surveyor and provide as part of an application for a Letter of Map Revision based on fill (LOMR-F) to the floodplain administrator. A report of the effects of a subdivision grading on the floodway or floodplain shall be provided at the time of the permit application.

C. The design and improvement of a subdivision shall be consistent with the need to minimize flood damage.

D. Public utilities and facilities such as sewer, gas, electrical and water systems located and constructed in a manner which minimizes flood damage.

E. The design and improvement of subdivisions shall provide adequate drainage to reduce exposure to flood hazards.

Section 8. Solana Beach Municipal Code Section 17.80.150 is amended to read as follows (strikeout indicates a deletion, underline indicates an addition):

17.80.150 Standards for manufactured homes and recreational vehicles.

A. Manufactured Homes. All new, and replacement, and substantially improved manufactured homes and additions to manufactured homes shall:

1. Be elevated so that the lowest floor is at least a minimum of one-foot above the base flood elevation; and

2. Be securely anchored to a permanent foundation system to resist flotation, collapse or lateral movement.

B. Recreational Vehicles.

1. All recreational vehicles placed in zones A1-30, AH, AE, V1-30 and VE will either:

   a. Be on the site for fewer than 180 consecutive days; or

   b. Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or

   c. Meet the permit requirements of SBMC 17.80.090 and the elevation and anchoring requirements for manufactured homes in subsection A of this section.

2. Recreational vehicles placed on sites within zones V1-30, V, and VE on the community’s flood insurance rate map will meet the requirements of subsection (B)(1) of this section and SBMC 17.80.195.
Section 9. Solana Beach Municipal Code Section 17.80.200 is amended to read as follows (strikeout indicates a deletion, underline indicated an addition):

17.80.200 Conditions for variances.

A. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed in the National Register of Historic Places or the State Inventory of Historic Places upon a determination that the proposed repair or rehabilitation will not preclude the structure’s continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure, without regard to the procedures set forth in the remainder of this section.

B. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

C. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

D. Variances shall only be issued upon:

1. A showing of good and sufficient cause;

2. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud or victimization of the public, or conflict with existing local laws or ordinances.

E. Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use; provided, that the provisions of subsections A through D of this section are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

F. An applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the regulatory floor elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation. A copy of the notice shall be recorded by the floodplain board in the office of the county recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

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 §36933.

**INTRODUCED AND FIRST READ** at a regular meeting of the City Council of the City of Solana Beach, California, on the 13th day of November, 2019; and

**AYES:** Councilmembers –

**NOES:** Councilmembers –

**ABSTAIN:** Councilmembers –

**ABSENT:** Councilmembers –

DAVID A. ZITO, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/22/2019 at 11:27:32 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.
Dear Mayor Zito:

On October 17, 2017, you were notified of proposed modified flood hazard determinations (FHDs) affecting the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for the City of Solana Beach, San Diego County, California. The statutory 90-day appeal period that was initiated on November 1, 2017, when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed FHDs for your community in the San Diego Union Tribune and The Coast News, has elapsed.

FEMA received no valid requests for changes in the FHDs. Therefore, the determination of the Agency as to the FHDs for your community is considered final. The final FHDs will be published in the Federal Register as soon as possible. The modified FHDs and revised map panels, as referenced above, will be effective as of December 20, 2019, and revise the FIRM that were in effect prior to that date. For insurance rating purposes, the community number and new suffix code for the panels being revised are indicated above and on the maps and must be used for all new policies and renewals.

The modifications are pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) and are in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, Public Law 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Because of the modifications to the FIRM and FIS report for your community made by this map revision, certain additional requirements must be met under Section 1361 of the 1968 Act, as amended, within 6 months from the date of this letter. Prior to December 20, 2019, your community is required, as a condition of continued eligibility in the National Flood Insurance Program (NFIP), to adopt or show evidence of adoption of floodplain management regulations that meet the standards of Paragraph 60.3(d and e) of the NFIP regulations. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

It must be emphasized that all the standards specified in Paragraph 60.3(d and e) of the NFIP regulations must be enacted in a legally enforceable document. This includes the adoption of the effective FIRM and FIS report to which the regulations apply and the modifications made by this map revision. Some of the standards should already have been enacted by your community. Any additional requirements can be met by taking one of the following actions:

1. Amending existing regulations to incorporate any additional requirements of Paragraph 60.3(d and e);
2. Adopting all the standards of Paragraph 60.3(d and e) into one new, comprehensive set of regulations; or

3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of Paragraph 60.3(d and e).

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the 1973 Act as amended.

A Consultation Coordination Officer (CCO) has been designated to assist your community with any difficulties you may be encountering in enacting the floodplain management regulations. The CCO will be the primary liaison between your community and FEMA. For information about your CCO, please contact:

Mr. Edward Curtis
Engineer, FEMA Region IX
1111 Broadway, Suite 1200
Oakland, California 94607
(510) 627-7100

To assist your community in maintaining the FIRM, we have enclosed a Summary of Map Actions to document previous Letter of Map Change (LOMC) actions (i.e., Letters of Map Amendment (LOMAs), Letters of Map Revision (LOMRs)) that will be superseded when the revised FIRM panels referenced above become effective. Information on LOMCs is presented in the following four categories: (1) LOMCs for which results have been included on the revised FIRM panels; (2) LOMCs for which results could not be shown on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lots or structures involved were outside the Special Flood Hazard Area as shown on the FIRM; (3) LOMCs for which results have not been included on the revised FIRM panels because the flood hazard information on which the original determinations were based is being superseded by new flood hazard information; and (4) LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures cannot be revalidated through an administrative process like the LOMCs in Category 2 above. LOMCs in Category 2 will be revalidated through a single letter that reaffirms the validity of a previously issued LOMC; the letter will be sent to your community shortly before the effective date of the revised FIRM and will become effective 1 day after the revised FIRM becomes effective. For the LOMCs listed in Category 4, we will review the data previously submitted for the LOMA or LOMR request and issue a new determination for the affected properties after the revised FIRM becomes effective.

The FIRM panels have been computer-generated. Once the FIRM and FIS report are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided to your community for use in a computer mapping system. These files can be used in conjunction with other thematic data for floodplain management purposes, insurance purchase and rating requirements, and many other planning applications. Copies of the digital files or paper copies of the FIRM panels may be obtained by calling our FEMA Map Information eXchange (FMIX), toll free, at 1-877-FEMA-MAP (1-877-336-2627). In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

If you have any questions regarding the necessary floodplain management measures for your community or the NFIP in general, we urge you to call the Director, Federal Insurance and Mitigation Division of FEMA in Oakland, California, at (510) 627-7100 for assistance. If you have any questions concerning mapping
issues in general or the enclosed Summary of Map Actions, please call our FMIX at the number shown above. Additional information and resources your community may find helpful regarding the NFIP and floodplain management, such as *The National Flood Insurance Program Code of Federal Regulations*, *Answers to Questions About the NFIP, Use of Flood Insurance Study (FIS) Data as Available Data*, *Frequently Asked Questions Regarding the Effect that Revised Flood Hazards have on Existing Structures*, and *National Flood Insurance Program Elevation Certificate and Instructions*, can be found on our website at https://www.floodmaps.fema.gov/lfd. Paper copies of these documents may also be obtained by calling our FMIX.

Sincerely,

Luis Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

Enclosure:
Final Summary of Map Actions

cc: Community Map Repository
    Mo Sammak, City Engineer, City of Solana Beach
STAFF REPORT
CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: November 13, 2019
ORIGINATING DEPT: Community Development Department

BACKGROUND:

The Applicant, Chris Hoverman, is requesting Council approval of a Development Review Permit (DRP) to demolish an existing single-story, single-family residence and attached garage to construct a new 1,997 square foot single-story, single-family residence and attached garage on a 4,620 square-foot lot in the Medium Residential (MR) Zone and Park Del Mar Development. The maximum building height would be 14.09 feet above existing grade and 177.21 feet above Mean Sea Level (MSL). The project includes 10 cubic yards of site grading and 10 cubic yards of excavation for footings.

The project requires a DRP for construction of a structure that exceeds 60% of the maximum allowable floor area. The issue before the Council is whether to approve, approve with conditions, or deny the Applicant’s request as contained in Resolution 2019-147 (Attachment 1).

DISCUSSION:

The 4,620 square-foot lot is a rectangular shape located on the east side of West Solana Circle. The site is currently developed with a 1,724 square-foot single-story, single-family residence with an attached 332 square foot garage. The proposed construction would replace the existing residence and garage. The project plans are provided in Attachment 2.

The property is zoned MR, however, it is also located in the Park Del Mar Development, which has specific development regulations (Attachment 3) set forth in a Use Permit issued in 1963 by the County of San Diego prior to the City’s incorporation. At the request

CITY COUNCIL ACTION:


AGENDA ITEM B.4.
of the Park Del Mar Homeowner's Association, the Solana Beach City Council approved a Conditional Use Permit in 2001 to modify the Use Permit issued by the County to clarify the specific development regulations, which differ from the underlying zone. The Park Del Mar Development regulations, where specified, supersede those of the MR Zone. The primary use of each site in the development is limited to one detached, single-family dwelling with one garage or carport. Each dwelling unit is limited to a maximum of 2,000 square feet and the garage or carport to a maximum of 600 square feet. In addition, the overall square footage on the site cannot exceed 2,400 square feet. In accordance with underlying SBMC Zoning regulations, detached accessory structures are permitted and are deducted from the total allowed garage or carport square footage. The regulations also limit all structure heights to 16 feet above the lower of finished or proposed grade. Specific setback dimensions are also provided for each lot in the community. As proposed, the project complies with the regulations of the Park Del Mar Development.

Table 1 (below) provides a comparison of the Park Del Mar Development regulations with the Applicant's proposed design.

<table>
<thead>
<tr>
<th>Property Address: 710 W Solana Cir.</th>
<th>Zoning Designation: Park Del Mar (MR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot Size: 4,620 SF</td>
<td># of Units Allowed: 1 Dwelling Unit</td>
</tr>
<tr>
<td>Max. Allowable Living SF: 2,000 SF</td>
<td># of Units Requested: 1 Dwelling Unit</td>
</tr>
<tr>
<td>Max. Allowable Garage SF: 600 SF</td>
<td></td>
</tr>
<tr>
<td>Max. Allowable Total SF: 2,400 SF</td>
<td></td>
</tr>
<tr>
<td>Proposed Total SF: 2,397 SF</td>
<td></td>
</tr>
<tr>
<td>Below Max. SF by: 0 SF</td>
<td></td>
</tr>
<tr>
<td>Max. Allowable Height: 16.00 ft</td>
<td>Setbacks:</td>
</tr>
</tbody>
</table>
| Max. Proposed Height: 14.09 ft | Front: 10' - 0" Proposed: 11' - 0"
| Highest Point/Ridge: 177.21 MSL | Side (north): 5' - 0" Proposed: 12' - 2"
| | Side (south): 2' - 6" Proposed: 2' - 6"
| | Rear: 5' - 0" Proposed: 5' - 0"

**PROPOSED PROJECT INFORMATION**

Square Footage / Floor Area Breakdown:
- Proposed Living Area: 1,927 SF
- Proposed Garage: 470 SF
- Subtotal: 2,397 SF
- Garage Exemption: - 400 SF
- Total Proposed Floor Area: 1,997 SF

Required Permits: The project requires a DRP for construction in excess of 60% of the maximum allowable floor area.

- Proposed Grading:
  - Excavation for Building/Wall Footings: 10 yd³; Site grading: 10 yd³
- Proposed Parking: Attached 2-car garage
- Proposed Fences and Walls: Yes
- Proposed Accessory Structure: No

Existing Development:
Single-Family Residence and Attached Garage

Staff has prepared draft findings for approval of the project in the attached Resolution 2019-147 (Attachment 1) for Council's consideration based upon the information in this report. The applicable SBMC sections are provided in italicized text and conditions from the Planning, 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 an action to be taken at a subsequent Council meeting.

The following is a discussion of the findings for a DRP as each applies to the proposed project as well as references to recommended conditions of approval contained in Resolution 2019-147

Development Review Permit Compliance (SBMC Section 17.68.40):

A DRP is required because the total proposed floor area exceeds 60% of the maximum allowable. The total floor area proposed is 1,927 square feet and 2,400 square feet is the maximum. Therefore, the proposal is 83% of the allowable floor area.

In addition to meeting the Park Del Mar Development specific regulations and any other underlying 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 2019-147 provides the full discussion of the required findings below:

1. The proposed development is consistent with the general plan and all applicable requirements of this title, including special regulations, overlay zones, and specific plans.

2. The proposed development complies with the development review criteria.

3. All required permits and approvals issued by the city, including variances, conditional use permits, comprehensive sign plans, and coastal development permits have been obtained prior to or concurrently with the development review permit.

4. If the development project also requires a permit or approval to be issued by a state or federal agency, the city council may conditionally approve the development review permit upon the applicant obtaining the required permit or approval from the other agency.
If the above findings cannot be made, the Council shall deny the DRP. The following is a discussion of the applicable development review criteria as they relate to the proposed project.

Relationship with Adjacent Land Uses:

The property is located within the Medium Residential (MR) Zone and Park Del Mar Development. Properties surrounding the lot are located within the same zone and also part of the Park Del Mar Development. They are developed with single-story, single-family residences. The project site is currently developed with a single-story, single-family residence and a detached garage and the proposed project would demolish the existing structure and replace it with a single-story, single-family residence with an attached garage. The project, as designed, is consistent with the specific development standards of the Park Del Mar Development as well as the permitted uses of the underlying MR Zone as described in SBMC Sections 17.20.010 and 17.12.020. 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 other specific plan areas. As a condition of project approval, the Applicant would be required to obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of a Building Permit.

Building and Structure Placement:

The Park Del Mar Development regulations allow reduced setbacks compared to the underlying MR Zone. They also limit maximum structure height to 16 feet measured from the lower of existing or finished grade. The project would comply with the setbacks and height restrictions set forth in the Park Del Mar Development Regulations.

The existing property is relatively flat and the Applicant is not proposing changes to the grade except for the proposed footings for the additional square footage and the site walls. The proposed improvements consist of a new single-family residence and an attached garage. Pedestrian and vehicular access would be maintained on the southern side of the residence from the existing shared driveway.

Neighborhood Comparison:

Staff compared the proposed project to 29 other properties within the surrounding area. As shown on the following Zoning Map, they include other properties in the Park Del Mar Development along West Solana Circle and East Solana Circle.
The neighboring Park Del Mar residences consist of single-story, single-family homes ranging in size from 1,240 square feet to 2,122 square feet, according to the County Assessor records. It should be noted that the County Assessor does not include garages, covered porches, unfinished basements or accessory buildings 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 garage as follows:

| Project Gross Building Area: | 1,927 ft² |
| Delete Garage Area:          | - 470 ft² |
| Project Area for Comparison to Assessor's Data | 1,927 ft² |

Table 2 (on the following page) is based upon the County Assessor’s data and SanGIS data. It contains neighboring lot sizes, the square footage of existing development and the maximum allowable square footage for potential development on each lot.
<table>
<thead>
<tr>
<th>#</th>
<th>Property Address</th>
<th>Lot Size in ft² (SanGis)</th>
<th>Existing ft² (Assessor)</th>
<th>Proposed / Recently Approved ft²</th>
<th>Max. Allowable ft²</th>
<th>Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>680 W SOLANA</td>
<td>6,000</td>
<td>1,671</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>2</td>
<td>688 W SOLANA</td>
<td>7,000</td>
<td>1,969</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>3</td>
<td>690 W SOLANA</td>
<td>7,300</td>
<td>1,512</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>4</td>
<td>692 W SOLANA</td>
<td>4,400</td>
<td>1,632</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>5</td>
<td>696 W SOLANA</td>
<td>4,600</td>
<td>1,404</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>6</td>
<td>698 W SOLANA</td>
<td>8,500</td>
<td>1,930</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>7</td>
<td>702 W SOLANA</td>
<td>7,200</td>
<td>1,518</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>8</td>
<td>706 W SOLANA</td>
<td>4,300</td>
<td>1,591</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>9</td>
<td>710 W SOLANA</td>
<td>4,600</td>
<td>1,719</td>
<td>1,997</td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>10</td>
<td>714 W SOLANA</td>
<td>7,600</td>
<td>1,814</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>11</td>
<td>718 W SOLANA</td>
<td>7,500</td>
<td>1,479</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>12</td>
<td>722 W SOLANA</td>
<td>4,300</td>
<td>1,512</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>13</td>
<td>726 W SOLANA</td>
<td>4,300</td>
<td>2,122</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>14</td>
<td>730 W SOLANA</td>
<td>7,100</td>
<td>1,566</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>15</td>
<td>734 W SOLANA</td>
<td>7,200</td>
<td>1,715</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>16</td>
<td>738 W SOLANA</td>
<td>4,100</td>
<td>1,404</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>17</td>
<td>707 E SOLANA</td>
<td>7,700</td>
<td>1,518</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>18</td>
<td>705 E SOLANA</td>
<td>4,200</td>
<td>1,330</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>19</td>
<td>677 E SOLANA</td>
<td>4,400</td>
<td>1,358</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>20</td>
<td>675 E SOLANA</td>
<td>7,000</td>
<td>1,604</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>21</td>
<td>673 E SOLANA</td>
<td>6,800</td>
<td>1,674</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>22</td>
<td>671 E SOLANA</td>
<td>4,200</td>
<td>1,528</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>23</td>
<td>669 E SOLANA</td>
<td>4,700</td>
<td>1,822</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>24</td>
<td>665 E SOLANA</td>
<td>7,600</td>
<td>1,847</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>25</td>
<td>661 E SOLANA</td>
<td>7,800</td>
<td>1,240</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>26</td>
<td>657 E SOLANA</td>
<td>4,600</td>
<td>1,746</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>27</td>
<td>742 W SOLANA</td>
<td>4,500</td>
<td>1,920</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>28</td>
<td>746 W SOLANA</td>
<td>7,600</td>
<td>1,437</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>29</td>
<td>711 E SOLANA</td>
<td>4,400</td>
<td>1,247</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
<tr>
<td>30</td>
<td>709 E SOLANA</td>
<td>7,500</td>
<td>1,709</td>
<td></td>
<td>2,400</td>
<td>MR/PDM</td>
</tr>
</tbody>
</table>

Fences, Walls and Retaining Walls:

Within the front yard setback area, the SBMC allows fences and walls or any combination thereof, to be no higher than 42 inches in height as measured from existing grade, except for an additional two feet of fence that is at least 80% open to light. Fences, walls and retaining walls located within the rear and interior side yards are allowed to be up to six feet in height with an additional 24 inches that is 50% open to light and air.

The Applicant is proposing to construct a 2-foot tall fence next to the residence at the north property line and the rear property line. As proposed, the fences and walls would
comply with the fence and wall regulations. If the Applicant decides to modify any of the design of the proposed fences and walls or construct additional fences and walls, a condition of project approval indicates that they would be required to be in compliance with SBMC 17.20.040(O) and 17.60.070(C) and (D).

Landscape:

The project is subject to the current water efficient landscaping regulations of SBMC Chapter 17.56. A Landscape Documentation Package is required for new development projects with an aggregate landscape equal to or greater than 500 square feet requiring a building permit, plan check or development review. The Applicant provided a conceptual landscape plan that has been reviewed by the City’s third-party landscape architect, who has recommended approval. The Applicant will be required to submit detailed construction landscape drawings that will be reviewed by the City’s third-party landscape architect for conformance with the conceptual plan. In addition, the City’s third-party landscape architect will perform inspections during the construction phase of the project. A separate condition has been added to require that native or drought-tolerant and non-invasive plant materials and water-conserving irrigation systems are required to be incorporated into the landscaping to the extent feasible.

Parking:

SBMC Section 17.52.040 and the Off Street Parking Design Manual require two (2) parking spaces for a single-family residence. The Applicant is proposing a 470 square attached garage. The attached garage would provide two off-street parking spaces that are 9’ X 19’ and clear of obstruction, therefore, the proposed project would be in compliance with the parking standards. In addition, the proposed 470 square foot garage would be less than 600 square feet which is the maximum area permitted by the Park Del Mar regulations.

Grading:

The proposed grading quantities include 10 cubic yards for the excavation for the new footings and for the footings for the proposed fencing. Additionally, the project proposed 10 cubic yards of site grading. The proposed total aggregate amount of grading is 20 cubic yards.

Lighting:

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

Usable Open Space:
The project consists of the construction of a new single-family residence, therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040.

Structure Development Permit Compliance:

In accordance with the specific development regulations set forth for the Park Del Mar Development, the residence would not exceed 16 feet in height. Therefore, the Applicant is not required to obtain a Structure Development Permit. The Park Del Mar Development performs an internal review of projects prior to the City’s review in which view preservation is taken into consideration. The Applicant installed story poles and obtained authorization from the Park Del Mar Homeowners Association (Attachment 4) prior to pursuing authorization from the City.

The project plans show the maximum structure height at 14.09 feet above the adjacent existing grade, or 177.21 feet above mean sea level (MSL).

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 October 31, 2019. As of the date of preparation of this Staff Report, Staff has not received any formal correspondence from neighbors or interested parties in support of, or in opposition to, the proposed project.

In conclusion, the proposed project, as conditioned, could be found to be consistent with the Park Del Mar Development regulations as adopted by the City Council through a CUP in 2001, the Zoning regulations, and the General Plan.

CEQA COMPLIANCE STATEMENT:

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 of the State CEQA Guidelines. Section 15303 is a Class 3 exemption for new construction or the conversion of small 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

WORKPLAN: N/A

OPTIONS:
· Approve Staff recommendation adopting the attached Resolution 2017-147.
· Approve Staff recommendation subject to additional specific conditions necessary for the City Council to make all required findings for the approval of a DRP.
· Deny the project if all required findings for the DRP cannot be made.

DEPARTMENT RECOMMENDATION:

The proposed project meets the minimum objective requirements under the Park Del Mar Development regulations and the underlying SBMC, could be found to be consistent with the General Plan and could 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:

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 2019-147 conditionally approving a DRP to allow for the construction of a new 1,997 square foot one-story, single-family residence and garage at 710 West Solana Circle.

CITY MANAGER’S RECOMMENDATION:

Approve Department Recommendation.

Gregory Wade, City Manager

Attachments:

1. Resolution 2019-147
2. Project Plans
3. Park Del Mar Development Regulations
4. Park Del Mar Home Owners Association Record of Action
RESOLUTION NO. 2019-147

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SOLANA BEACH, CALIFORNIA, CONDITIONALLY
APPROVING A DEVELOPMENT REVIEW PERMIT FOR THE
CONSTRUCTION OF A NEW 1,997 SQUARE FOOT SINGLE-
FAMILY RESIDENCE AND ASSOCIATED IMPROVEMENTS
ON A PROPERTY WITHIN THE PARK DEL MAR
DEVELOPMENT, LOCATED AT 710 WEST SOLANA CIRCLE,
SOLANA BEACH

APPLICANT: Chris Hoverman
CASE NO.: DRP 17-18-29

WHEREAS, Chris Hoverman (hereinafter referred to as “Applicant”) has submitted
an application for a Development Review Permit (DRP) pursuant to Title 17 (Zoning), of
the Solana Beach Municipal Code (SBMC); and

WHEREAS, the Public Hearing was conducted pursuant to the provisions of Solana
Beach Municipal Code Section 17.72.030; and

WHEREAS, at the Public Hearing on November 13, 2019, the City Council received
and considered evidence concerning the proposed application; and

WHEREAS, the City Council of the City of Solana Beach found the application
request exempt from the California Environmental Quality Act pursuant to Section 15303
of the State CEQA Guidelines; and

WHEREAS, this decision is based upon the evidence presented at the hearing and
any information the City Council gathered by viewing the site and the area as disclosed
at the hearing.

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

1. That the foregoing recitations are true and correct.

2. That the project is exempt from the California Environmental Quality Act pursuant
to Section 15303 of the State CEQA Guidelines.

3. That the request for a DRP to construct a new 1,997 square foot single-story,
   single-family residence and attached garage on a 4,620 square-foot lot in the
   Medium Residential (MR) Zone and Park Del Mar Development is conditionally
   approved based upon the following Findings and subject to the following
   Conditions:

4. 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 five to seven dwelling units per acre. Further, the proposed development is 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 proposed project is consistent with all applicable requirements of the Zoning Ordinance (Title 17) Permitted Uses and Structures (SBMC 17.20.020), which provides for use of the property as a single-family residence. The proposed project also adheres to the specific development regulations established for the Park Del Mar Development.

The design of the project is consistent with the provisions for minimum setbacks, the maximum floor area ratio (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 project is consistent with the permitted uses and development standards of the Park Del Mar Development Regulations as adopted by the City Council in 2001 with the approval of a (Conditional Use Permit (CUP) and the underlying Medium Residential (MR) Zone as described in SBMC Sections 17.20.010 and 17.12.020. The proposed development is 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 Coastal Zone. The Applicant is required to obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission (CCC) 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 Park Del Mar Development regulations allow reduced setback areas as compared to the underlying MR Zone. It also limits maximum structure height to 16 feet measured from the lower of existing or finished grade. The project would comply with the setbacks and height restrictions set forth in the Park Del Mar Development Regulations.

The existing property is relatively flat and the Applicant is not proposing changes to the grade except for the proposed footings for the additional square footage and the site walls. The proposed improvements consist of a new single-family residence and an attached garage. Pedestrian and vehicular access would be maintained on the southern side of the residence from the existing shared driveway.

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 Applicant provided a conceptual landscape plan that has been reviewed by the City’s third-party landscape architect, who has recommended approval. The Applicant will be required to submit detailed construction landscape drawings that will be reviewed by the City’s third-party landscape architect for conformance with the conceptual plan. In addition, the City’s third-party landscape architect will perform inspections during the construction phase of the project. A separate condition has been added to require that native or drought-tolerant and non-invasive plant materials and water-conserving irrigation systems are required to be incorporated into the landscaping to the extent feasible.
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 require two (2) parking spaces for a single-family residence. The Applicant is proposing a 470 square foot attached garage. The attached garage would provide two off-street parking spaces that are 9' X 19' and clear of obstruction, therefore, the proposed project would be in compliance with the parking standards. In addition, the proposed 470 square foot garage would be less than 600 square feet which is the maximum area permitted by the Park Del Mar regulations.

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

The proposed grading quantities include 10 cubic yards for the excavation of the new footings for the square foot additions and for the footings for the proposed fencing. Additionally, the project proposes 10 cubic yards of site grading. The proposed total aggregate amount of grading is 20 cubic yards.

f. Lighting: Light fixtures for walkways, parking areas, driveways, and other facilities shall be provided in sufficient number and at proper locations to assure safe and convenient nighttime use. All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding areas per SBMC 17.60.060 (Exterior Lighting Regulations).

A condition of project approval includes that all new exterior lighting fixtures comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060). All light fixtures shall be shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.
g. **Usable Open Space:** Recreational facilities proposed within required usable open space shall be located and designed to maintain essential open space values.

The project consists of the construction of a new single-story, single-family residence and garage; 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 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.

All required permits are being processed concurrently with the DRP. As a condition of project approval, the Applicant will be required to obtain approval from the CCC prior to issuance of Building Permits.

The project will not exceed 16 feet above the existing grade; therefore, a Structure Development Permit (SDP) is not required.

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

As a condition of project approval, the Applicant will be required to obtain approval from the California Coastal Commission (CCC) prior to the issuance of Building Permits.

5. **CONDITIONS**

Prior to use or development of the property in reliance on this permit, the Applicant shall provide for and adhere to the following conditions:

A. Community Development Department Conditions:

I. The Applicant shall pay required Public Facilities Fees, as established by SBMC Section 17.72.020 and Resolution 1987-36.

II. Building Permit plans must be in substantial conformance with the plans presented to the City Council on November 13, 2019 and located in the project file with a submittal date of October 31, 2018.

III. The residence will not exceed 14.09 feet in height above the existing grade or 177.21 feet above MSL.

IV. Any proposed onsite fences, walls, and retaining walls and any
proposed railing located on top, or any combination thereof, shall comply with applicable regulations of SBMC Section 17.20.040 and 17.60.070 (Fences and Walls).

V. The Applicant shall obtain required CCC approval of a Coastal Development Permit, Waiver or Exemption as determined necessary by the CCC, prior to the issuance of a Grading or Building Permit.

VI. Native or drought tolerant and non-invasive plant materials and water conserving irrigation systems shall be incorporated into any proposed landscaping and compatible with the surrounding area to the extent feasible.

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

VIII. All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities that render them detrimental to the surrounding area.

IX. Construction vehicles shall be parked on the subject property at all times feasible. If construction activity prohibits parking on the subject property, the Applicant shall ensure construction vehicles are parked in such a way to allow sufficient vehicular access on the street and minimize impact to the surrounding neighbors.

X. The Applicant shall connect to temporary electrical service as soon as feasible to the satisfaction of the City.

B. Fire Department Conditions: Please note that this list provides detailed Fire Department requirements and is not meant to be an all-inclusive plan check list of the Fire Department comments.

I. ACCESS ROAD MINIMUM DIMENSIONS: Fire apparatus access roads shall have an unobstructed improved width of not less than 20 feet; curb line to curb line, and an unobstructed vertical clearance of not less than 13 feet 6 inches. Exception: Single-Family residential driveways; serving no more than two single-family dwellings, shall have minimum of 16 feet, curb line to curb line, of unobstructed improved width. Access roads shall be designed and maintained to support the imposed loads of not less than 75,000 pounds and shall be provided with an approved paved surface to provide all-weather driving capabilities.

II. OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION: All roadways shall be a minimum of 24 feet in width during construction
and maintained free and clear, including the parking of vehicles, in accordance with the California Fire Code and the Fire Department.

III. ADDRESS NUMBERS: STREET NUMBERS: Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: 4” high with a ½” inch stroke width for residential buildings, 8” high with a ½” stroke for commercial and multi-family residential buildings, 12” high with a 1” stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear access doors, building corners, and entrances to commercial centers.

IV. AUTOMATIC FIRE SPRINKLER SYSTEM-ONE AND TWO FAMILY DWELLINGS: Structures shall be protected by an automatic fire sprinkler system designed and installed to the satisfaction of the Fire Department. Plans for the automatic fire sprinkler system shall be approved by the Fire Department prior to installation.

V. CLASS “A” ROOF: All structures shall be provided with a Class “A” Roof covering to the satisfaction of the Solana Beach Fire Department.

C. Engineering Department Conditions:

I. The Applicant shall prepare a City of Solana Beach Storm Water Checklist for Minor Projects to address potential water quality impacts to ensure that pollutants and runoff from this development are reduced to the maximum extent practicable.

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. Obtain an Encroachment Permit in accordance with chapter 11.20 of the SBMC prior to the demolition or construction of any improvements within the public right-of-way including the steps in front of the property.

IV. Obtain a Minor Grading Permit. Conditions prior to the issuance of a minor 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 SBMC.
b. All retaining walls and drainage structures shall be shown. Retaining walls shown on the minor grading plan shall conform to the San Diego Regional Standards or be designed by a Civil Engineer. Engineering calculations for all designed walls with a surcharge and nonstandard walls shall be submitted at minor 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.

c. The Applicant is responsible to protect the adjacent properties during construction. If any grading or other types or construction are anticipated beyond the property lines, the Applicant shall obtain a written permission from the adjoining property owners for incidental grading or construction that may occur and submit the letter to the City Engineer prior to the anticipated work.

d. Pay minor 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 minor Grading Permit.

e. Obtain and submit minor grading security in a form prescribed by the City Engineer.

f. Obtain a haul permit for import/ export of soil. The Applicant shall transport all excavated material to a legal disposal site.

g. 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.

h. 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 during excavation and grading activities. Erosion prevention shall be emphasized as the most important measure for keeping sediment on site during excavation and grading activities. Sediment controls shall be used as a supplement to erosion prevention for keeping sediment on site.

i. Show all proposed on-site private drainage facilities intended to discharge water run-off. Elements of this design shall include a
hydrologic and hydraulic analysis verifying the adequacy of the facilities and identify any construction of drainage structures shall comply with the standards set forth by the San Diego Regional Standard Drawings.


k. No increased lot drainage shall be allowed.

6. 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 1.16 and 1.18 in addition to any applicable revocation proceedings.

7. EXPIRATION: The DRP for the project will expire 24 months from the date of this Resolution, unless the Applicant has obtained building permits and have commenced construction prior to that date, and diligently pursued construction to completion. An extension of the application may be granted by the City Council, subject to SBMC Section 17.72.110.

8. INDEMNIFICATION AGREEMENT: The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney’s fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney’s fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

NOTICE TO APPLICANT: Pursuant to Government Code Section 66020, you are hereby notified that the 90-day period to protest the imposition of the fees, dedications, reservations or other exactions described in this resolution commences on the effective date of this resolution. To protest the imposition of any fee, dedications, reservations or other exactions described in this resolution you must comply with the provisions of Government Code Section 66020. Generally the resolution is effective upon expiration of the tenth day following the date of adoption of this resolution, unless the resolution is appealed or called for review as provided in the Solana Beach Zoning
Ordinance.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, held on the 13th day of November, 2019, by the following vote:

AYES: Councilmembers –

NOES: Councilmembers –

ABSENT: Councilmembers –

ABSTAIN: Councilmembers –

______________________________
DAVID A. ZITO, Mayor

APPROVED AS TO FORM: ATTEST:

______________________________
JOHANNA N. CANLAS, City Attorney

______________________________
ANGELA IVEY, City Clerk
NOTES

1. OWNER TO OBTAIN PERMIT AT LEAST 48 HOURS PRIOR TO WORKING IN THE PUBLIC RIGHT OF WAY. FAILURE TO DO SO WILL RESULT IN A STOP WORK ORDER AND DOUBLE PERMIT FEES. THE PERMIT ADDRESS PROVIDED ON THE COPIES OF THE PERMIT INFORMATION TO KNOW WHERE HE RECIPIENT PROPERTY LINES ARE LOCATED.

2. CONSTRUCTION EQUIPMENT SHALL ONLY OPERATE ON MONDAY THROUGH FRIDAY BETWEEN THE HOURS OF 7:00 AM AND 6:00 PM. ALL HOURS OF 9:00 PM AND 6:00 AM MANDATED ON HOLDING AN REFERENCES TO THE SOLANA BEACH MUNICIPAL CODE.

3. SURFACE WATER IS TO BE DRAIN AWAY FROM THE PROPERTY. THE EROSION SHALL NOT FALL A MIN. OF 5% WITHIN THE FIRST 10% OF THE IMPERVIOUS SURFACES.

4. ALL NEW EXTERIOR LIGHTING FIXTURES SHALL BE IN CONFORMANCE WITH THE CITY OF LIGHTING REGULATIONS OF THE OCEAN VIEW (BEACH) MUNICIPAL CODE. ALL LIGHT FixTURES WILL BE SHOWN TO BE HARMONIOUS WITH SURROUNDING AREAS AND THE CODES OF THE CITY. LIGHTING REGULATIONS OF THE ZONING OR ADJACENT AREAS.

ENGINEERING NOTES

1. OWNER RECOGNIZES THIS IS A REHABILITATION WITHIN THE VACANT LOT PERMITS AUTHORIZED TO THE PROPOSED EXISTING STRUCTURAL OR DRIVEWAY CONFIGURATION.

2. All PROPOSED FOOTINGS MUST BE LOCATED 6" AWAY FROM EXISTING LINES AND EXISTING FOUNDATIONS;

3. PROPOSED FOOTINGS MUST BE Laid 6" AWAY FROM EXISTING LINES AND EXISTING FOUNDATIONS;

4. ALL PROPOSED WATER PLUMBING AND ELECTRICAL WIRING MUST MEET LOCAL MUNICIPAL CODES AND REGULATIONS.

5. ALL PROPOSED WATER PLUMBING AND ELECTRICAL WIRING MUST MEET LOCAL MUNICIPAL CODES AND REGULATIONS.

RECOMMENDED MATERIALS

1. ALL PROPOSED WATER PLUMBING AND ELECTRICAL WIRING MUST MEET LOCAL MUNICIPAL CODES AND REGULATIONS.

2. ALL PROPOSED WATER PLUMBING AND ELECTRICAL WIRING MUST MEET LOCAL MUNICIPAL CODES AND REGULATIONS.

SITE PLAN

SCALE: 1/8" = 1'-0"

EXISTING FLR HEIGHT: MSL 43.82 FT
APPROXIMATE HEIGHT OF EXISTING SPACE: MSL 95.12 FT

ELEVATIONS

CIVIL PLANS

1. FLOOR PLAN
2. ROOF PLAN
3. ELEVATIONS
4. SECTIONS
5. LANDSCAPE PLANTING PLAN
6. IRRIGATION PLANS
7. IRRIGATION DETAILS
8. Irrigation Notes & Legends
9. HYDROZONE PLANS

APPLICABLE CODES

LIVING LEVEL

$\frac{1}{4}" = 1'-0"

*All dimensions are measured from the exterior wall surfaces.
HOVERMAN RESIDENCE

ROOF PLAN

1/4" = 1'-0"
Notes:
1. Transferred area shown to have elevation 9.9’ G.A. (1.0’ below).
2. All items noted above elevations of 9.9’ G.A. are to be considered existing.
3. Construction plans for new items are to be determined after proposal is awarded.
4. Existing items shown to have elevations of 9.9’ G.A. are to be considered existing.
5. Survey and elevation noted above elevations of 9.9’ G.A. are to be considered existing.

Construction Materials and Finish Schedule:

<table>
<thead>
<tr>
<th>Symbol</th>
<th>Item</th>
<th>Description, Color and Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Concrete Paving</td>
<td>Integral Color: #220, Finish: #3 Top Cast or similar</td>
</tr>
<tr>
<td>1</td>
<td>Concrete Steps</td>
<td>Grey Color: #225, Finish: #3 Top Cast or similar</td>
</tr>
<tr>
<td>2</td>
<td>Front-Loaded Joint</td>
<td>Grey Color: #225</td>
</tr>
<tr>
<td>3</td>
<td>Wall</td>
<td>Refer to Architectural Documents</td>
</tr>
<tr>
<td>4</td>
<td>Decorative fence and gate</td>
<td>Refer to Architectural Documents</td>
</tr>
<tr>
<td>5</td>
<td>Decorative Gravel</td>
<td>Color/ Size: 19D</td>
</tr>
<tr>
<td>6</td>
<td>Metal edging</td>
<td>Color: 19D</td>
</tr>
</tbody>
</table>

Construction Key Notes:

<table>
<thead>
<tr>
<th>General</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Concrete Paving</td>
</tr>
<tr>
<td>2</td>
<td>Concrete Steps</td>
</tr>
<tr>
<td>3</td>
<td>Front-Loaded Joint</td>
</tr>
<tr>
<td>4</td>
<td>Wall</td>
</tr>
<tr>
<td>5</td>
<td>Decorative fence and gate</td>
</tr>
<tr>
<td>6</td>
<td>Decorative Gravel</td>
</tr>
<tr>
<td>7</td>
<td>Metal edging</td>
</tr>
</tbody>
</table>

Construction Legend:

<table>
<thead>
<tr>
<th>Symbol</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CL</td>
<td>Concrete</td>
</tr>
<tr>
<td>EQ</td>
<td>Eave</td>
</tr>
<tr>
<td>PA</td>
<td>Paving Area</td>
</tr>
<tr>
<td>OPA</td>
<td>Existing Paving Area</td>
</tr>
<tr>
<td>PDB</td>
<td>Point of Beginning</td>
</tr>
<tr>
<td>PDA</td>
<td>Point of Drainage</td>
</tr>
<tr>
<td>PDC</td>
<td>Point of Crash Base</td>
</tr>
<tr>
<td>PT</td>
<td>Point of Tangency</td>
</tr>
<tr>
<td>PL</td>
<td>Property Line</td>
</tr>
<tr>
<td>- - -</td>
<td>Alignment/Grade of Interface Between Existing and New Paving</td>
</tr>
<tr>
<td>- - -</td>
<td>Align with Adjacent Surface</td>
</tr>
<tr>
<td>- - -</td>
<td>Align Perpendicular</td>
</tr>
<tr>
<td>- - -</td>
<td>Expansion Joint w/ Sealant</td>
</tr>
</tbody>
</table>
1. A final map of said property designated Park Del Mar approved by the Board of Supervisors of the County of San Diego and conforming to said conditionally approved tentative Map No. 2451, or said tentative Map as hereafter modified pursuant to the approval of the Planning Commission, shall be recorded in the office of the County Recorder of said County of San Diego in accordance with the Subdivision Map Act of the State of California and the San Diego County Code. The lots shown on said final map shall be numbered in accordance with the lot numbers shown on said conditionally approved Map No. 2451. Each of Lots 1 to 90, inclusive, shall not be smaller in any dimension or in area than the minimum sizes shown on said conditionally approved tentative Map No. 2451 and said approved plot plan of Park Del Mar.

2. No building permit for the construction of any building on said property designated “Park Del Mar” shall be issued by the County of San Diego and no construction of any such building shall be commenced until said final map of Park Del Mar has been approved by the Board of Supervisors and recorded; provided, however, this restriction shall not apply to the construction of not to exceed three model homes and the construction of the hereinafter described recreational facilities or four model homes, and expect on Lot 1 as specified in Paragraph 20, below, provided the construction of said model homes and recreational facilities and any building constructed on said Lot 1 shall conform to the requirements of all State laws and the San Diego County Code. No building permit for the construction of any dwelling on said property (except the model homes referred to above and any building constructed on said Lot 1) shall be issued by the County of San Diego until the Permittee has obtained from the County of San Diego the building permit or permits for the construction of the recreational facilities specified in paragraph 8 below.

3. Primary use of the site shall be limited to one detached, single-family dwelling with one garage or carport. The dwelling unit shall be limited to 2,000 square feet and the garage or carport to 600 square feet; in no case shall the total square footage on site exceed 2,400 square feet. Detached accessory structure may be permitted pursuant to the City of Solana Beach Zoning Ordinance and will be deducted from the total allowed garage square footage calculation.

4. HEIGHT – No on-site structures shall exceed a height of 16 feet as measured from the lower of existing or finished grade to the highest point of the structure, including roofing materials. SETBACK, FRONT – For lots which front on Solana Circle, the front yard setback shall be 10 feet from the edge of the ultimate right-of-way; for panhandle lots, the front yard setback shall be 10 feet from the rear property line for those lots fronting on Solana Circle, extending from one side property line to the other side property line. SETBACK, SIDE – For lots which front on Solana Circle, the side yard setback shall be 5 feet from the side property line except that those side property lines adjacent to a panhandle shall be 2.5 feet from the side property line; for panhandle lots, the side setback shall be 5 feet from side property lines. SETBACK, REAR – For lots which
front on Solana Circle, the rear yard setback shall be 5 feet from the rear property line; for panhandle lots, the rear yard setback shall be 10 feet from the rear property line.

5. No dwelling within Park Del Mar shall be given a final inspection pursuant to any building permit or occupied until the recreational facilities hereafter specified in paragraph 8 and improvements specific hereafter in paragraph 9 have been completed and have received a final inspection and approval by the Building Inspector of the County of San Diego.

6. Lots 2 and 90 shown on said conditionally approved tentative Map No. 2451 and on said final map of Park Del Mar shall be permanently reserved for recreation and open space.

7. At the same time said final map is recorded in the office of the county recorder there also shall be recorded a document signed by all persons, firms and corporations having an interest in the property shown on said final map and by the County of San Diego. Said document shall be in a form satisfactory to the County Counsel of the County of San Diego, and shall establish for the benefit of all the property shown on said final map of Park Del Mar, a restriction that said Lots 2 and 90 shall be used only as open space and for recreational facilities primarily for the use and benefit of the occupants of the property shown on said final map. Said document shall provide that said restriction shall run with the land and shall bind all owners of the property shown on said final map and all persons claiming under them for a period of 20 years from the date of recording the restrictions, after which time the restriction shall be automatically extended for successive periods of 20 years unless an instrument signed by a majority of the then owners of lots in said Park Del Mar and by the County of San Diego has been recorded agreeing to change the restriction in whole or in part.

8. Lot 90 shown on said conditionally approved tentative Map No. 2451 and on said final map shall be improved with the following recreational facilities:
   a. A swimming pool not less than 1,000 square feet in area constructed in accordance with the requirements and regulations of the Department of Public Health of the State of California applicable to public pools.
   b. Two concrete shuffleboard courts.
   c. One croquet court.
   d. One putting green.
   e. One recreation building not less than 3,400 square feet in area.
Said recreational facilities shall be constructed within Lot 90 at the locations shown on the plot plan designated “Approved Plot Plan of Park Del Mark” dated April 27, 1962, a copy of which is on file in the office of the Planning Commission of the County of San Diego or at such locations within said Lot 90 as the Planning Commission may approve. Construction of the said recreational facilities shall be commenced no later than the time of commencement of construction of the first dwelling (except model homes) in Park Del Mar and shall be diligently prosecuted to completion. Said facilities shall be completed prior to the final inspection (pursuant to any building permit) and occupancy of any dwelling within Park Del Mar.
9. In addition to the improvements specified above in paragraph 8 said Lot 90 shall be improved with a parking area as shown on said plot plan designated “Approved Plot Plan of Park Del Mar” dated April 27, 1962. Said parking area shall be surfaced with a minimum of two inches of asphalt plant mix over a decomposed granite base or with a material of equal or better quality approved by the County Building Inspector and shall otherwise be improved to conform to the requirements of Section 472 of The Zoning Ordinance of the County of San Diego.

10. Walks shall be constructed at locations on the landscape plan designated “Approved Landscape Plan of Park Del Mar” dated April 27, 1962, on file in the office of said Planning Commission or at such other locations as the Commission may approve. All walks shall be not less than four feet in width except short connecting feeder walks to single family dwellings which may be not less than three feet in width. Walks within County road right of way shall be improved in accordance with specifications approved by the County Supervisor and Road Commissioner. Other walks shall be improved with a minimum of two inches of asphalt plant mix or with a material of equal or better quality approved by the County Building Inspector.

11. Lots 1 to 59 and 61 to 85, inclusive, and Lots 88, 89 and 90 shall be planted and maintained with lawn, scattered shade trees, flower beds and shrubbery. Planted areas shall have installed therein a permanent-type sprinkler system to irrigate and water the trees. Three planting shall be in accordance with said Approved Landscape Plan of Park Del Mar.

12. The improvements specified in paragraphs 9, 10 and 11, above, shall be completed in accordance with the following:
   a. Lot 90 – Prior to the final inspection (pursuant to any building permit) and occupancy of any dwelling within Park Del Mar.
   b. Lots 2, 88 and 89 – Prior to the final inspection (pursuant to any building permit) and occupancy of any dwellings in excess of the first 40 dwellings constructed pursuant to this use permit.
   c. Lots 1, 3 to 59, inclusive, and 62 to 85, inclusive – Prior to the final inspection (pursuant to any building permit) and occupancy of any dwelling on the lot on which said improvements are located.

13. The recreational facilities specified in paragraph 8 and the other improvements specified in paragraphs 9, 10 and 11 shall be maintained in a neat, clean condition and in a state of good repair.

14. a. The Permittee and all persons, firms or corporations owning Lots 2 and 90 at the time of the recording of the final map of Park Del Mar and their heirs, administrators, executors, successors and assigns, shall operate, maintain and repair the recreational facilities and improvements specified above in paragraphs 8, 9, 10 and 11 primarily for the benefit of the residents of Park Del Mar and shall continue to operate, maintain and repair such facilities and improvements until such time as the operation and maintenance
of said recreational facilities and improvements is assumed by some public agency, district, corporation or legal entity approved by the County Planning Commission.
b. The maintenance and operation of said recreational facilities and improvements shall be assured by the granting of an undivided interest in said Lots 2 and 90 (including the recreational facilities and improvements) to the purchasers of each of the other individual lots in said Park Del Mar (for the purposes of this subsection “b”, only, the term Park Del Mar includes, but is not limited to, any future re-subdivision of said Park Del Mar), the inclusion in the deeds conveying said individual lots of provision, such as covenants running with the land, requiring the owners, their heirs, administrators, successors and assigns, to participate in the cost of such maintenance and operation, and the creation of a legal entity with the right to assess all owners of Lots in said Park Del Mar for, and enforce the participation of each such owner in the costs of the maintenance and operation of said facilities and improvements, or be assured by some other device creating a legal entity capable of maintaining and operating said recreational facilities and improvements and providing for the participation by the owners of all lots within said Park Del Mar in the cost and maintenance and operation and the enforcement of such participation. Prior to the final inspection and occupancy of any dwelling in Park Del Mar, the Permittee shall make provisions to assure the continued maintenance and operation of said recreational facilities and improvements as above specified and obtain the County Planning Commission’s approval of such provision.

15. On lots 1 and ___ as shown on said conditionally approved tentative Map No. 2451 and said approved Plot Plan of Park Del Mar, the area per parking space plus the area used for driveways shall total not less than 300 square feet per parking space.

16. The terms and conditions of this special use permit shall be binding upon the Permittee, all persons, firms and corporations having an interest in the above described property designated Park Del Mar and the heirs, executors, administrators, successors and assigns to each of them, including municipal corporations, public agencies and districts.

17. At the same time the final map of Park Del Mar is recorded there shall also be recorded a document, signed by all persons, firms and corporations having an interest in the property shown on the final map, whereby said persons, firms and corporations accept the terms and conditions of this special use permit and agree with the County of San Diego to comply therewith. Said document shall be in a form satisfactory to Council Counsel of the County of San Diego.

18. The conditions and restrictions specified in this permit, other than the requirement of the recording of a final map in accordance with the conditionally approved tentative map of Park Del Mar dated April 27, 1962, shall not be applicable to Lots 86 and 87 as shown on said conditionally approved tentative map and final map of Park Del Mar.

19. A building permit for the construction of a building on Lot 1 as shown on said conditionally approved tentative Map No. 2451 and said Approved Plot Plan of Park Del Mar dated April 27, 1962, may be issued by the County of San Diego, provided,
however, that no such building shall be given final inspection pursuant to any building permit or occupied until a final map of re-subdivision of said Lot 1 has been approved by the Board of Supervisors and recorded.

20. In the event the Permittee constructs the recreational facilities and improves Lots 2 and 90 as required by this permit and constructs dwellings on some or all of the lots in Park Del mar, notwithstanding the fact that Permittee is no longer the owner of said Lots 2 and 90 or any or all of the lots in said Park Del Mar other than Lots 1 and 60, Permittee may apply to the County Planning Commission for modification of this special use permit insofar as it applies to Lots 1 and 60. Permittee may apply to the County Planning Commission for modification of this special use permit insofar as it applies to Lots 1 and 60. Any such modification shall be applied for, considered and granted or denied in accordance with the provisions of The Zoning Ordinance applicable to special use permits.

21. This permit shall terminate and become void and of no further effect one year from the effective date hereof, unless prior to such termination date, construction of the recreational facilities on Lot 90 and of single family dwellings (other than model homes) on at least 10 lots shall be commenced or unless prior to said termination date an extension of time is granted by the Planning Commission or the Board of Supervisors.

22. By accepting this special use permit Applicant agrees to, and does, waive any and all rights heretofore granted to Applicant by that certain Special Use Permit No. 62-77, granted by the Board of Supervisors of the County of San Diego, it being understood that this permit incorporates the provisions of said Permit No. 62-77 except insofar as specifically modified hereby, and it being intended that all of Applicant’s rights in the premises shall be set forth in this Permit rather than in said Permit No. 62-77.
Typical Setback Configuration:

```
10 feet 10 feet

<table>
<thead>
<tr>
<th>10 feet</th>
<th>10 feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 feet</td>
<td>5 feet</td>
</tr>
<tr>
<td></td>
<td>Buildable Area</td>
</tr>
<tr>
<td></td>
<td>Buildable Area</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10 feet</th>
<th>10 feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 feet</td>
<td>5 feet</td>
</tr>
<tr>
<td></td>
<td>Buildable Area</td>
</tr>
<tr>
<td></td>
<td>Buildable Area</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10 feet</th>
<th>10 feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 feet</td>
<td>5 feet</td>
</tr>
<tr>
<td></td>
<td>Buildable Area</td>
</tr>
<tr>
<td></td>
<td>Buildable Area</td>
</tr>
</tbody>
</table>

2 1/2 feet Driveway

Solana Circle Drive
```
Application of Hobart Properties,
Inc. No. P62-145
Special Use Permit for
Neighborhood Housing
Development and Subdivision
Containing Lots Smaller than
Minimum Area Required by Zone
Classification Applicable to Property
with Variance to Permit Reduction in
Certain Yard Requirements, Increase
in Building Height Requirements and
Reduction in Size of Parking Spaces
on Certain Lots – Solana Beach
Zoning District Property Zoned R-2

DECISION OF THE COMMISSION

Hobart Properties, Inc., having filed an application pursuant to Section 480 of The
Zoning Ordinance for a special use permit for a neighborhood housing development and a
subdivision that contains lots smaller than the minimum area required by the same classification
applicable to said land, said application including a request for variance to permit the reduction
in certain yard requirements on specific lots, a reduction in the size of parking spaces on specific
lots and an increase in building height on one lot; and the Commission having given the required
notices and held the required hearing on the application for said permit; and the land for which
the special use permit is requested being in the County of San Diego, State of California, more
particularly described as follows:

All that portion of the ___ of the ___ of Sec. 2 T 14 S, R 4 W,
S.B.B.M, County of San Diego, State of California, according to
U.S. Government Survey approved January 18, 1876, lying Kly of
the Kly line of Villa Del Mar Unit #1, Map #3332, Recorded in
office of the County Recorder, County of San Diego, November
13, 1955.

Said land being shown on the conditionally approved tentative Map No. 2451 entitled
"Conditionally Approved Tentative Map No. 2451" dated April 27, 1962, on file in the office of
the Planning Commission of the County of San Diego, State of California, which said above
described land is sometimes hereinafter referred to as “Park Del Mar”; and

It appearing that the applicant seeks to develop at this time only a portion of said Park
Del Mar and that the applicant proposes to develop at a later date the westerly portion of Lot 1
and all of Lot 60 as shown on said conditionally approved tentative map.

It appearing that the applicant proposed to develop said Park Del Mar
By the construction of single family dwellings and apartments designed for senior citizens i.e.,
persons over the age of 50 years, and the establishment of recreational facilities for said senior
citizens; and
It appearing that the application proposed to sell to others both the single family dwellings and individual units within the apartment house shown on Lot 1; and

It appearing that in consideration of the proposed development, the character of the residential facilities to be provided, and the open space containing pedestrian walls to be reserved and improved, the maintenance of gross area requirements for parking areas and the size of the single family dwellings to be erected on the lots within Park Del Mar that the lot size prescribed for the R-2 Zone should be reduced to the minimum sizes shown on said conditionally approved tentative map as more particularly shown on the plot plan designated “Approved Plot Plan of Park Del Mar” dated April 27, 1962, on file in the office of said Planning Commission of the County of San Diego and that the applicant be permitted to reduce certain yard set backs and parking spaces and increase certain building heights as shown on said plot plan; NOW

THEREFORE
The Planning Commission of the County of San Diego hereby grants the application of Hobart Properties, Inc., (hereinafter referred to as the Permittee) a special use permit for a neighborhood housing development on the above described land designated Park Del Mar, and for a subdivision of a portion of the above described land designated Park Del Mar (said portion being Lots 3 to 59 and 61 to 85, inclusive, as shown on said conditionally approved tentative Map No. 2451 and said approved plot plan of Park Del Mar) into lots containing less area than the minimum area specified for lots in an R-2 zone and to substitute recreational areas and open space for a portion of the required lot areas, and said Commission also grants variances as requested on said plot plan to permit a reduction in yard setback requirements and the size of parking spaces on certain lots, and an increase in building height on one lot, subject to the following conditions:
TO: Honorable Mayor and City Councillmembers  
FROM: Gregory Wade, City Manager  
MEETING DATE: November 13, 2019  
ORIGINATING DEPT: Community Development Department  
SUBJECT: Public Hearing – Request for a SUB/DRP/SDP/CSP Modification to Revise Specific Conditions of Approval in Resolution 2018-099 as well as Modifications to the Approved Project for a Mixed Use Development at the Northwest Corner of S. Highway 101 and Dahlia Drive (Case # 17-14-08 Applicant: Zephyr Partners, Resolution 2019-139)

BACKGROUND:

On July 10, 2018, the City Council (Council) adopted Resolution 2018-097 certifying an Environmental Impact Report, adopted Resolution 2018-098 for a Major Subdivision, and adopted Resolution 2018-99 approving a Development Review Permit (DRP) and Structure Development Permit (SDP) to construct a mixed-use development consisting of 45,587 square feet of commercial office space; 10,562 square feet of restaurant space; 2,920 square feet of outdoor dining space; 4,142 square feet of retail space; 25 multi-family residential rental units totaling 33,473 square feet; and two levels of subterranean parking totaling 366 spaces (the "Project"). The site is located within the General Commercial (C) Zone and the South Highway 101/South Sierra District of the Highway 101 Corridor Specific Plan (HWY 101 SP). The eastern half of the site is located within the Scenic Area Overlay Zone (SAOZ). Total building square footage would be 93,764 square feet, not including the subterranean parking or outdoor seating area.

This item is before the City Council to consider the Applicant’s request to modify certain conditions as adopted in Resolution 2018-099 and to further consider modifications to the approved project as contained in Resolution 2019-139 (Attachment 1). Plans illustrating the proposed modifications to the approved project are provided in Attachment 2.

CITY COUNCIL ACTION:

AGENDA ITEM B.5.
DISCUSSION:

The Applicant is requesting that the City Council consider and approve modifications to the project design and allow proposed modifications to the original conditions of project approval. The proposed changes to the project design include the following:

Modification to the Square Footage Breakdown and Associated Parking Calculation

The Applicant is proposing to increase the office and retail square footage and reduce the residential square footage. The food and beverage/restaurant square footage total was adjusted to remove the loading bay square footage from the total gross floor area. The required parking would be calculated according to the new square footages. The attached plans show that a total floor area of 95,471 was entitled, however, it should be noted that the FAR included some of the outdoor patio seating area for the restaurant that was covered and surrounded on three sides by full sized walls. Table 1 below calls out the indoor and outdoor square footage for the restaurant area separately and parking was provided for the entire square footage of both indoor and outdoor. The project approved on July 10, 2018 had the following square footage and associated parking:

| APPROVED SQUARE FOOTAGE BY USE AND ASSOCIATED AUTOMOBILE PARKING REQUIREMENTS |
|--------------------------------------------------|-------------------------------|-----------------|----------------|
| Development Standards | Square Footage* / Number of Units | Number of Spaces |
| Residential: | | 33,473 ft² |
| 2-Bedroom Units | 2 spaces per unit | 18 units | 36 |
| 1-Bedroom Units | 1.5 spaces per unit | 7 units | 11 |
| Residential Guest | 1 space per each 4 units | 25 units | 6 |
| Office: | 1 space/300 ft² gfa | 45,587 ft² | 152 |
| Retail: | 1 space/200 ft² gfa | 4,142 ft² | 21 |
| Restaurant/Outdoor Dining: | 1 space/100 ft² gfa | 13,482 ft² | 135 |
| Total Square Footage: | 96,684 ft² (including outdoor seating square footage) | | |
| Total Auto Parking Spaces Required: | | 361 |
| Total Auto Parking Spaces Provided: | | 366 |

*Square footage (ft²) calculated in gross floor area (gfa)

The Applicant is requesting the following revisions to the square footage and parking as shown on the following page:
### Table 2

<table>
<thead>
<tr>
<th></th>
<th>Development Standards</th>
<th>Square Footage* / Number of Units</th>
<th>Number of Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Residential:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-Bedroom Units</td>
<td>2 spaces per unit</td>
<td>30,367 ft²</td>
<td>18 units 36</td>
</tr>
<tr>
<td>1-Bedroom Units</td>
<td>1.5 spaces per unit</td>
<td></td>
<td>7 units 11</td>
</tr>
<tr>
<td>Residential Guest</td>
<td>1 space per each 4 units</td>
<td></td>
<td>25 units 6</td>
</tr>
<tr>
<td><strong>Office:</strong></td>
<td>1 space/300 ft² gfa</td>
<td>47,503 ft²</td>
<td>158.34 21123</td>
</tr>
<tr>
<td><strong>Retail:</strong></td>
<td>1 space/200 ft² gfa</td>
<td>4,245 ft²</td>
<td>21.23</td>
</tr>
<tr>
<td>Restaurant/Outdoor Dining</td>
<td>1 space/100 ft² gfa</td>
<td>12,474 ft²</td>
<td>124.74</td>
</tr>
<tr>
<td><strong>Service Area</strong></td>
<td>1 space/300 ft² gfa</td>
<td>437 ft²</td>
<td>2.46</td>
</tr>
<tr>
<td><strong>Total Square Footage:</strong></td>
<td></td>
<td>95,026 ft² (including outdoor seating square footage)</td>
<td></td>
</tr>
</tbody>
</table>

Total Auto Parking Spaces Required: 358.77 or 359

Total Auto Parking Spaces Provided: 365

*Square footage (ft²) calculated in gross floor area (gfa)

It should be noted that the garage ramp located off of Dahlia Drive was originally included in the overall residential square footage. With the proposed modifications, the ramp square footage has been removed from the calculation of floor area as it is the access to the required parking. Additionally, the proposed loading bay parking space was included in the overall food and beverage square footage and used to determine required parking. With the proposed project, the loading bay has been removed from the overall food and beverage square footage and no parking has been required for the square footage of the loading bay as it is also dedicated to required parking. Three areas consisting of an egress staircase and a trash room that total 437 square feet have been counted as service area and parked at a ratio of 1 space per 300 square feet of gross floor area. These changes result in an overall total square floor area reduction from 95,475 ft² to 92,106 ft² which results in a reduction in the required parking from 361 spaces to 359 spaces.

**Relocation of Residential/Office Garage Ramp**

The Applicant is proposing to relocate the residential garage access ramp on S. Sierra Avenue. Originally, the ramp was located within the open space area between the residential units and the office building on the western side of the property. The proposed design modification would move the ramp to the center of the office building in the northwest corner of the site. This would require the on-street parking originally proposed along the property’s western property line to be shifted north and south of the proposed garage ramp entry. The same amount of on-street parking would be provided as the originally approved project, however, the layout of the reverse angle parking would be revised.
Figure 1: Entitled Site Plan

Figure 2: Proposed Site Plan
Modifications to the Landscape Area

With the proposed design modifications the Applicant has proposed a modification to the proposed landscape areas. The original project design included 6,116 square feet of landscaped area. The proposed modifications would increase the overall landscape to 6,665 square feet. See Attachment 2 for a comparison of the approved and proposed modifications.

Figure 3 shows the entitled footprint in gray, the proposed footprint in red. The entitled landscape buffer in green and the proposed landscape buffer in blue.

Figure 4, on the following page, shows the proposed building footprint in blue, the proposed landscape buffer in green and the proposed landscape in orange.
The Applicant has submitted two letters (Attachment 3) requesting to waive the Structure Development Permit (SDP) process for three modifications to the proposed structure that would be outside of the original three-dimensional building envelope that was story poled. One modification includes a change in height of the restaurant building on the southeast corner of the site. As originally designed, the proposed single-story restaurant space on the southeast corner of the property had an angled roof where the above ground height of the building ranged from 16 feet at its lowest point to 25 feet above grade at the highest. The angled roof sloped downward 9 feet, from 91.5 feet above MSL at the western side of the building to 82.5 MSL on the eastern side. The Applicant is now proposing to construct a flat roof at 84 feet MSL or maximum height above grade of 17.5 feet. This would increase the height of the eastern side of the roof 1.5 feet outside of the originally story poled building envelope. It should be noted that the building directly west of the restaurant would have a maximum building height of 94.5 MSL or 27.5 feet and the building to the north has a maximum building height of 94 MSL or 27 feet, which would remain unchanged from the original approval. This request has been provided in Attachment 3.

The second proposed modification outside of the building envelope is to increase the width of the office building by moving the southern wall approximately 3.25 feet further south along the southeastern wall and approximately 16 feet south at the center of the
Because this expansion is outside of the originally story poled three-dimensional building envelope, the Applicant has also requested a waiver from the SDP process for this change. This request has been provided in Attachment 4. The revised design would eliminate the second floor mezzanines on the north elevation of the office building. This modification would lower the overall height of the building in these locations by one foot, but within the story poled three-dimensional building envelope.

The third proposed modification outside of the original three-dimensional building envelope is the addition of two pedestrian bridges on the second floor. One would provide egress between the office building and the second floor retail space. The other bridge would provide egress between the second floor retail space and the second floor of the residential building. The proposed bridges would be open, uncovered walkways with a safety railing and would be below the roofline of the overall building height. See Attachment 2 for proposed renderings.

Proposed Modifications to the Existing Conditions of Approval

At the July 10, 2018 City Council hearing, the Applicant noted, and the City Council acknowledged, that there were a number of conditions of approval recommended just prior to the hearing that the Applicant requested be revisited at a future date. The Applicant has subsequently reviewed and analyzed the conditions and on October 4, 2018, submitted an application requesting that City Council consider modified conditions as outlined in Attachment 1 of the Staff Report. The following is a summary of the existing condition language found in Resolution 2018-099 (Attachment 4) and the modifications the Applicant is requesting:

1. Community Development Department condition XXIII, PARKING, subsection (a) states, “No Charge for Parking: There shall not be any charge or fee to park in the parking garage for the Project. Therefore, for the purpose of example and not for limitation, there shall not be any charge to park in the parking garage for any tenants of the Project or their respective employees, customers, invitees, guests, visitors, and contractors that provide services to tenants of the Project. An exception to this requirement shall be charges associated with the Electric Vehicle (EV) charging stations provided for the commercial parking spaces.”

   The Applicant is requesting a modification to the “No Charge for Parking” to include an exception that would allow for “...charges associated with both Electric Vehicle (EV) charging stations for commercial parking spaces and for valet parking services associated with restaurant uses.”

Community Development Department condition XXIII, PARKING, subsection (c) states, “No assigned Parking Spaces: Except for tenants of the residential apartment building, parking spaces shall not be assigned or otherwise reserved for any tenants of the Project or their respective employees, customers, and guests.”
The Applicant is requesting a modification to the “No Assigned Parking Spaces” condition to be modified as follows: “Residential parking shall be for the exclusive use of the project residents. Of the calculated office parking, 20% of the offices spaces may be reserved for employees and guests of specific tenant(s). Additionally, for every 5,000 square feet that an office tenant leases, the tenant will have permission to designate two parking spaces.”

2. Community Development Department condition XXIX., Access to Common Area states, “Public Access to Common Area: The common area of the Project, including the courtyard area located between the residential apartment building on the south side, the office buildings on the north side, and the retail and restaurant buildings on the east side of the Project, shall remain open for public access. The “Findings of Fact” (page 4) of the EIR for this Project refers to this open area as the “east-west open space spine that would serve as a public walkway from Highway 101 through the development to South Sierra Avenue.”

The Applicant is requesting a modification to this condition to allow public access to common areas of the project, including the courtyard area between the residential and office buildings, to read as follows: “The common area of the Project, including the courtyard area located between the residential apartment building on the south side, the office buildings on the north side, and the retail and restaurant buildings on the east side of the project, shall remain open for public access between the hours of 7:00 a.m. and 11:00 p.m., seven days a week. The “Findings of Fact” (page 4) of the EIR for this Project refers to this open area as the “east-west open space spine that would serve as a public walkway from Highway 101 through the development to South Sierra Avenue.”

In order to restrict access to the common area during the hours of 11:00 p.m. and 7:00 a.m., the Applicant proposes to install gates at specific locations.

The proposed condition modifications, if approved, would not change or alter the Project’s conformance with the City of Solana Beach Municipal Code regulations, the Highway 101 Specific Plan standards, nor the City’s General Plan policies. Therefore, the City Council may consider amending all the conditions, some of the conditions or none of the conditions as they deem appropriate, in considering the Applicant’s request.

In addition to the conditions that the Applicant requested to modify, Staff is requesting direction regarding the logistics of the following condition of approval that was included in Resolution 2018-099:

h. The Applicant shall participate in the Sand Compatibility and Opportunistic Use Program (SCOUP) and deposit soil exports on city beaches. The Applicant’s soil engineer shall investigate, perform testing and determine if a portion of the soil to be exported is compatible with beach sediments in
accordance with the SCOUP Plan prepared by Moffatt & Nichol, dated March 2006, available on the SANDAG website.

The project Applicant has performed a Project Notification Report (PNR) for the site which has been reviewed by the requisite regional agencies. The report determined that the site contains what is described as “less than optimal material” in that it contains 25% or less fines. Averaged across the 40 samples that were taken on site it was determined that the material contains 16% fines. According to the City’s SCOUP program, if fines are less than optimal then a maximum of 25,000 cubic yards of sand can be placed on the beach and must be placed within the surf zone. The Applicant is proposing a haul route from the Project site north on S. Sierra Avenue to the Fletcher Cove Parking lot down the ramp to the beach where the sand would be deposited into the surf zone. Trucks would then travel back up the ramp, through the parking lot and south on S. Sierra Avenue to the Project site. Each truck would be able to deposit 10 cubic yards of sand on the beach. The SCOUP permit allows for sand to be placed on the beach between the hours of 9:00 a.m. and 2:00 p.m. Monday through Friday during the off peak winter months. This would result in approximately 80 trips per day for 30 days, however, due to restrictions of the SCOUP permit regarding days and hours of operation combined with coordination with the tides, 30 consecutive days would be infeasible and, therefore, operations may have to be spread out over 2-3 months.

While discussing the logistics of the Project’s compliance with this condition, Staff is requesting direction regarding the following:

- The temporary closure of the Fletcher Cove parking lot and ramp to the beach.
- The potential of operations running 24 hours a day 7 days a week
- Truck staging at the distillery parking lot
- The haul route
- Number of trips per day
- City Manager’s ability to suspend the project indefinitely if the impacts to the public and/or City Infrastructure outweigh the benefits

PUBLIC HEARING NOTICE:

Notice of the City Council Public Hearing was published in the San Diego 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, more than 10 days prior to the planned public hearing date of November 13, 2019. Staff has received two emails regarding the proposed modifications and they have been provided in Attachment 5.

CEQA COMPLIANCE:

An Environmental Impact Report (EIR) was prepared for this project in conformance with the California Environmental Quality Act of 1970 (CEQA) and certified by the City Council on July 10, 2018. The proposed modifications do not alter the environmental analysis
already conducted in the EIR nor do they change any of the required mitigation measures contained in the Final EIR, therefore no further environmental review is required.

**FISCAL IMPACT:** N/A

**WORK PLAN:** N/A

**OPTIONS:**

- Approve Resolution 2019-139;
- Approve Resolution 2019-139 with changes as deemed appropriate by City Council; or,
- Deny the request to amend DRP conditions contained in Resolution No. 2018-099.

**DEPARTMENT RECOMMENDATION:**

The proposed DRP condition amendments meet the minimum objective requirements under the SBMC and may be found consistent with the Highway 101 Specific Plan and General Plan. Therefore, Staff recommends that the City Council:

1. Conduct the Public Hearing: Receive public testimony, Close the public hearing.
2. If the City Council makes the requisite findings to approve the request for a SUB/DRP/SDP/CSP Modification, adopt Resolution 2019-139 to revise specific conditions of approval in Resolution No. 2018-099 as well as modifications to the Mixed Use Development at the Northwest Corner of S. Highway 101 and Dahlia Drive, Solana Beach.

**CITY MANAGER’S RECOMMENDATION:**

Approve Department Recommendation

/Gregory Wade, City Manager

Attachments:

1. Resolution No. 2019-139
2. Revised Plans
3. Zephyr Letters dated October 9, 2019 and October 10, 2019
4. Resolution No. 2018-099
5. Public comment emails
RESOLUTION NO. 2019-139

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING A SUBDIVISION, DEVELOPMENT REVIEW PERMIT STRUCTURE DEVELOPMENT PERMIT AND COMPREHENSIVE SIGN PLAN MODIFICATION FOR SOLANA 101, A MIXED USE DEVELOPMENT ON PROPERTY AT THE NORTHWEST CORNER OF HIGHWAY 101 AND DAHLIA DRIVE.

APPLICANT: Zephyr Partners
CASE NO.: 17-14-08 SUB/DRP/SDP/CSP modification

WHEREAS, Zephyr Partners (hereinafter referred to as “Applicant”) has submitted an application request to modify the original approval of a Subdivision (SUB) Development Review Permit (DRP) Structure Development Permit (SDP) and Comprehensive Sign Plan (CSP) approval; and

WHEREAS, at the public hearing on July 10, 2018, the City Council received and considered evidence concerning the proposed application; and

WHEREAS, the public hearing was conducted pursuant to the provisions of Solana Beach Municipal Code Section 17.72.030; and

WHEREAS, the City Council of the City of Solana Beach certified the Final Environmental Impact Report (FEIR) and adopted a Mitigation Monitoring and Reporting Program (MMRP) and Findings of Fact for the Solana Beach 101 project in accordance with the California Environmental Quality Act and the State CEQA Guidelines via Resolution 2018-097; and

WHEREAS, on July 10, 2018, the City Council conditionally approved a DRP for the mixed-use development via Resolution 2018-099; and

WHEREAS, at the public hearing on November 13, 2019, the City Council received and considered evidence concerning the proposed DRP amendment; and

WHEREAS, the public hearing was conducted pursuant to the provisions of Solana Beach Municipal Code Section 17.72.030; and

WHEREAS, the City Council of the City of Solana Beach found that no further environmental review is required because the FEIR for the project was certified on July 10, 2018; and

WHEREAS, this decision is based upon the evidence presented at the hearing, and any information the City Council gathered by viewing the site and the area as disclosed at the hearing.
NOW THEREFORE, the City Council of the City of Solana Beach, California, does resolve as follows:

1. That the foregoing recitations are true and correct.

2. That the City Council has adopted and certified the FEIR in compliance with CEQA pursuant to Sections 15161 of the State CEQA Guidelines, adopted the MMRP, and made the required Findings of Fact.

3. That the request for the modification to the originally approved DRP and SDP for Solana Beach 101, a mixed use development consisting of 47,503 square feet of commercial office space, 9,316 square feet interior, 2,920 square feet of outdoor dining space, 4,254 square feet of retail space, 25 multi-family residential rental units totaling 30,353 square feet, and two levels of subterranean parking totaling 359 spaces for the project, is conditionally approved based upon the following Findings and subject to the following Conditions:

4. 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 proposed project is consistent with the General Plan, which designates the property as General Commercial (C) and allows resident and visitor serving commercial uses and retail uses of a larger scale than those permitted in Special Commercial areas, but which still have a minimal disturbance to nearby residential neighborhoods. Residential uses are allowed as a secondary use in conjunction with permitted commercial uses at a maximum density of 20 units per acre. The maximum number of units permitted for the 1.79 net acre site is 36 units. The project is proposing 25 residential units or 14 dwelling units per acre. The project could be found to be consistent with the following General Plan policies in the Land Use (LU) Element for mixed-use land uses:

   Policy LU-1.6 Encourage the establishment of mixed-uses that provide for housing and jobs near transit routes, shopping areas, and recreational uses to promote public transit use, walking, and biking.

   Policy LU-1.7 Encourage and facilitate neighborhood serving restaurants, including outdoor dining/sidewalk cafes, in mixed-use areas and along the Highway 101 corridor.
Policy LU-1.8 Within mixed-use areas, encourage an overall high-quality streetscape design, where feasible and appropriate, that includes bike lanes; on-street parking; minimal curb cuts; enhanced crosswalks; appropriate sidewalk widths; parkways; street trees, planters, and wells; street lighting; street furniture; wayfinding; kiosks; enhanced paving; public art; and other features that contribute to the character of Solana Beach.

The project could be found to be consistent with the following General Plan goals and program in the City's Housing Element:

Goal 1: The adequate provision of a range of safe and decent housing opportunities that will meet Solana Beach’s share of the existing and future housing needs of the region.

Goal: Increased energy conservation and waste reduction in new and existing residential and mixed-use development.

Program 1: Encourage mixed-use development.

Zoning Ordinance Consistency: The property is located within the General Commercial (C) Zone and S. Highway 101/S. Sierra District of the Highway 101 Specific Plan (HWY 101 SP). The proposed mixed use development is consistent with the permitted uses for the C Zone found in SBMC Sections 17.28.010, 17.24.020, and 17.28.030, which allow for a mixed use development with a maximum of 20 dwelling units per net acre. The maximum number of units permitted for the 1.79 net acre site is 36 units. The project is proposing 25 residential units or 14 dwelling units per acre. The HWY 101 SP indicates that residential dwellings in a mixed use development may be permitted in any portion of the building (or buildings) pursuant to a DRP, provided that total residential development does not exceed 40 percent of gross allowable floor area. As designed, the residential floor area is 32.1 percent of the total floor area.

Further, the proposed project complies with the SBMC and the HWY 101 SP regulations, including setbacks, maximum building height, Floor Area Ratio (FAR), and parking requirements.

The SBMC requires developments of five or more units for rent or for sale to comply with the SBMC affordable housing requirements (Chapter 17.70). The Applicant has indicated that the residential units will be for rent. According to SBMC Section 17.70.025, the developers of "for rent" residential projects are required to pay the Affordable Housing Impact Fee (AHIF) in order to satisfy the inclusionary affordable housing requirements. The AHIF for the project is calculated by multiplying the gross square footage of the rental market rate units by the AHIF of $25.28. The total square footage is 30,353 square feet, or $767,323.84.
The project is also located within the Coastal Zone. As a condition of project approval, the Applicant will be required to obtain a Coastal Development Permit, Waiver, or Exemption from the California Coastal Commission prior to the issuance of a building permit.

Local Coastal Plan (LCP) Land Use Plan (LUP) Consistency: The Solana Beach City Council adopted a Local Coastal Plan (LCP) Land Use Plan (LUP) on February 27, 2013 (amended and certified on June 11, 2014). Although the LUP has been certified by the California Coastal Commission, the Local Implementation Plan (LIP) portion of the LCP has not yet been certified; as such, the provisions of the LUP are considered by the Coastal Commission to be advisory rather than mandatory at this time. The purpose of the LUP is to implement the State’s goals for the coastal zone. The City’s LUP provides long-term goals that promote the beneficial use of lands in the city and the beach and shoreline for residents and visitors alike. The Proposed Project could be found to be consistent with LCP/LUP. The LUP Land Use Plan designates the property General Commercial(C). This land use category is intended to provide for commercial activities and services of a more intensive nature and includes both visitor serving land uses and land uses likely to be patronized by residents. These uses would be located primarily along major transportation routes and would include major shopping facilities and service centers. In addition, the general commercial uses are intended to accommodate and promote tourist-oriented commercial and pedestrian-oriented uses along Highway 101. The property is not located within either Visitor Serving Commercial Overlay in the LUP. In particular, the proposed Project could be found to be consistent with the policies in Chapter 5—New Development, which includes general policies for new development, and policies for commercial development, residential development, and archaeology. The proposed Project also could be found to be consistent with the policies in Chapter 7—Public Works, including policies for circulation and traffic.

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 subject lot is located within the General Commercial (C) Zone and within the boundaries of the S. Highway 101/S. Sierra District of the HWY 101 SP. Surrounding properties to the north and south are also located within the C Zone and the S. Highway 101/S. Sierra District of the HWY 101 SP and are developed with a mixture of commercial uses in one- and two-story structures, several with structured parking. The property immediately east of South Highway 101 is developed with the Coastal Rail Trail (a linear park) and the North County Transit District (NCTD) railroad right-of-way; the South Cedros District of the HWY 101 SP is east of the NCTD railroad. A pedestrian bridge directly across from the southeast corner of Dahlia and South Highway 101 provides access across the NCTD railroad tracks from the Coastal Rail Trail to the South Cedros District. Properties to the west, across South Sierra Avenue, are zoned High Residential (HR), which has a maximum allowable density of 13-20 dwelling units per acre, and are developed with multi-story multifamily residential developments with structured parking; these properties are not within the HWY 101 SP.

The proposed project has been designed to generally follow the topography of the site, which slopes generally upward from an elevation of approximately 61 feet above MSL on the west to 68 feet MSL on the east. The majority of the project includes two-story buildings, with a one-story portion of one structure proposed at the southeast corner of Highway 101 and Dahlia Drive. Project design includes various width landscaped planters around the perimeter of the project. The project meets or exceeds all development standards and design guidelines for the S. Highway 101/S. Sierra District of the HWY 101 SP.

No adverse effects upon neighboring properties have been identified or are anticipated to occur from the project implementation. As conditioned, the proposed project gives consideration to the protection of surrounding areas from potential adverse effects and provides protection of the property from adverse surrounding influences. Additionally, the City Council has certified the FEIR for this project found project impacts not to occur, to be less than significant, or to be less than significant with mitigation in all the topic areas analyzed, including, but not limited to, aesthetics, air quality, geology and soils, noise, tribal and cultural resources, biology, hazardous materials, and greenhouse gas emissions (GHG’s).

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 project includes a total of five buildings, with the commercial uses in three buildings and the residential uses in two buildings. All parking would be provided in a two-level underground parking garage; only the entrances to the parking garage would be visible from the public rights-of-way. Commercial offices would occupy both floors of one 2-story building on the north side of the project site. The northeast corner of the office building along S. Highway 101, is designed with a ground floor restaurant with office space on the second floor. A second commercial building, fronting S. Highway 101, would include a “to-go” restaurant on the ground floor and another restaurant on the southeast corner of S. Highway 101 and Dahlia Drive. The two restaurants would be separated on the ground floor by an outdoor area, with retail space on the second floor that connects the two first-floor restaurants. Outdoor dining areas are proposed on the east side of the proposed “to go” restaurant facing S. Highway 101, and on the east and south sides of the restaurant at the corner of S. Highway 101 and Dahlia.

The 25 multi-family units are proposed to be located in two separate 2-story structures located on the south side of the site, with one building facing Dahlia Drive and the southwest corner of Dahlia and S. Sierra Avenue, and the other building located parallel to it on the north, with its west end facing S. Sierra. Each unit proposes private open space in the form of patios for the units on the ground floor and balconies for the units on the second floor, which provides additional building articulation and reduced apparent mass.

With the exception of the two interior office buildings and the northernmost residential structure, all structures are oriented to the public streets, and all structures are designed to be easily accessible by patrons and residents from public sidewalks, an interior walkway that runs throughout the site, and from the parking garage via elevators and stairwells.

The HWY 101 SP also includes design guidelines that provide qualitative direction for public and private development in the specific plan area. The design guidelines for the S. Highway 101/S. Sierra District of the HWY 101 SP include automobile-oriented retail uses facing Highway 101 and a transitional edge facing residential neighborhoods on S. Sierra Avenue. Site planning guidelines for the S. Highway 101/S. Sierra District call for projects to provide a visually open building edge on S. Highway 101 that allows deep views into parcels; additionally, no more than 40 percent of the setback can be occupied by buildings and the remaining frontage will have a minimum 20-
foot additional setback. The proposed project could be found to meet these guidelines. Rather than a single building facade along S. Highway 101, the project proposes separate buildings around common open space. To break up mass this open space includes a continuous walkway flanked with planters, seating, patios, and synthetic turf area. The first floor “to go” restaurant and the southernmost restaurant are also separated by open space that connects to the internal walkway. The majority of the southern-most restaurant is one story with outdoor dining space located along the front (facing Highway 101) and wrapping around the corner to face Dahlia Drive, which provides a stepped effect into the development from the intersection that minimizes bulk at the corner. The site plan also varies the setbacks of the buildings that face South Highway 101, with the middle restaurant set back farther than the other buildings, with patio dining located in front. In addition to providing modulation of the project elevation, the outdoor dining areas activate the frontage on S. Highway 101. The site plan also varies the setbacks of the structures that face South Sierra. The design guidelines also call for buildings to step away from the setback line on S. Highway 101, with second stories located a minimum of 15 feet from the setback line. The 2-story buildings that face Highway 101 meet or exceed this requirement.

The design guidelines for mixed use development in the District include providing residential use on the east side of S. Sierra to offer a compatible transition between residential uses on the west side of S. Sierra and office uses to the east. They provide for residential frontage on the ground floor and above, or commercial on the ground floor and residential above. The proposed project is designed such that the west ends of both 2-story residential buildings would face S. Sierra, with the driveway ramp to the residential portion of the parking structure and a 2-story office building comprising the remaining frontage. The office building on S. Sierra Avenue has been set back to allow for a 15-foot landscape buffer between the sidewalk and the building face, and walkways into the site also break up the project elevation from S. Sierra.

The development standards for mixed use development do not require a minimum setback on Dahlia Drive, and the design guidelines do not specifically address site planning for projects that front Dahlia. The facade of the 2-story residential building that fronts on Dahlia is proposed to be set back a minimum of 15 feet to allow for a 15-foot landscape buffer between the sidewalk and the building. The building facade and is further
articulated via patios adjacent to the sidewalk on the ground floor and balconies on the second floor.

The proposed project’s color palette and materials implement the HWY 101 SP, and include warm earth tones, cement plaster with a smooth finish, siding, masonry, exterior porcelain wall tile, metal siding, metal roofing, and canvas awnings, with accented balconies and raised planters.

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 landscaping development standards for mixed use developments in the C Zone in the HWY 101 SP refer to the SBMC. Per SBMC 17.56.040, the proposed development is subject to the City’s Water Efficient Landscape Regulations. In addition, the HWY 101 SP provides area-wide and district-specific design guidelines for landscaping on both public and private property. The HWY 101 SP calls for area-wide landscaping that creates an overall unity for the Specific Plan area through coordination of landscape character of public and private areas. In particular, landscaping for this site should create a memorable, unified image along Highway 101 and a residential character along the east side of S. Sierra that is similar to that of the residential development on the west side of S. Sierra.

The existing site contains developed areas and disturbed vegetation consisting of non-native ornamental and non-native annual plant species. No native species or vegetation communities were identified within the proposed project area. The conceptual landscaping plan for the project proposes 11,668 square feet of irrigated landscape area, 2,354 square feet of BMP (best management practices for stormwater management) planting area, 703 square feet of non-irrigated landscape area, and 20,371 square feet of hardscape areas. Landscaping would include a variety of trees, shrubs, succulents, grasses, synthetic turf, and groundcover throughout the site; no natural turf is proposed.

Perimeter landscaping along S. Highway 101 includes planters in the public right-of-way and planters and trees between the sidewalk and the buildings. The proposed landscaping is consistent with and complements the design theme for City’s recently constructed landscaping in the public right-of-way along S. Highway 101. Perimeter landscaping along S. Sierra and
Dahlia includes planters and street trees in the public right-of-way, and planters, trees, and bioretention planters (also known as best management practices or BMP planters, which are designed to manage stormwater runoff) between the sidewalk and the buildings. The landscaping along the east and southern property lines will also provide screening for the onsite tenants and will soften the view of the project from the existing multifamily residential development on the west side of S. Sierra Avenue. Staff notes that since all required parking would be provided in underground parking garages, the Applicant is not required to comply with the landscape requirements of the Off-Street Parking Design Manual (OSPDM).

The proposed landscape species would include native plants and well-adapted species that are responsive to the local climate and limited water resources. The landscape plan would include a water-efficient drip irrigation system and low to moderate water use plants. The landscape plan also incorporates gathering spaces into the open space design concept, including areas for seating, dining, lounging, and playing. A focal rainwater element would be located along Highway 101, which would channel roof drainage through an overhead tunnel with a waterfall to a BMP planter.

The Applicant’s conceptual landscape plan has been reviewed by the City’s third-party landscape architect who has recommended approval of the conceptual landscape plan. The Applicant would be required to submit detailed construction landscape drawings that would 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 would 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. Proposed landscaping has been conditioned so that the landscaping shall be maintained to ensure that it does not exceed the height of the adjacent rooflines when installed or at maturity.

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.
Mixed use projects in the HWY 101 SP are required to comply with parking standards in the SBMC. The project requires a total of 357 parking spaces for the proposed uses; 359 parking spaces have been provided. All the required automobile and motorcycle parking spaces would be provided in a two-level subterranean parking garage that extends below the majority of the project site. The parking garage is designed with a total of 47 parking spaces for residential parking on the west side of Level 1, directly below the residential land uses to allow for close proximity to residences and short walking distances. Residential parking would be secured with gate access. Residents would have key cards for access to the residential parking. A total of 303 commercial spaces would be available on both Level 1 and Level 2 of the parking structure. A total of 51 parking spaces would be designated for electric and alternative fuel vehicles, 11 spaces would be equipped to charge electric vehicles, and 11 spaces would be prewired to be EV charging capable. The SBMC requires that developments with over 100 spaces shall designate at least one percent of the total parking space area for motorcycle parking, or four motorcycle parking spaces for this project, the design of which shall conform with the OSPDM. The SBMC requires that general commercial and office uses with 10 or more parking spaces shall provide at least one bicycle parking space per 10 full automobile parking spaces, or 31 spaces for this project, and shall conform with the OSPDM. The SBMC indicates that locking bicycle facilities should be conveniently located near the entrances to buildings for which they serve and when possible, provide weatherproofing or be under cover. Design standards for bicycle spaces are prescribed in the OSPDM. The proposed project meets or exceeds the on-site parking requirements for automobile, bicycle, and motorcycle parking.

Vehicular access to the two-level subterranean parking garage would be provided via one driveway off of Dahlia Drive and one driveway off South Sierra Avenue. Both entrances would provide full movement driveways allowing inbound and outbound movements. The S. Sierra Avenue entrance would be for residents and guests of the residences and the Dahlia Drive entrance would be for the commercial office, retail, and restaurant patrons and employees, and the general public. The project driveways are proposed to be unsignalized.

The SBMC requires that developments of 25,001 square feet and larger provide a minimum of one loading space a minimum of 10 feet wide and 35 feet deep. The project proposes a loading space on the ground floor of the project site, accessible
through a roll-up door from a driveway on Dahlia Drive. The loading space would be adjacent to the restaurant/retail space. Delivery trucks would be completely enclosed in the loading space following entry of the truck and closing the roll-up door, similar to a home garage. In addition, a parallel curb space for delivery truck staging and passenger drop-off/pick-up has been provided at the east end of Dahlia Drive in front of the restaurant and proposed onsite commercial loading zone bay.

The project also would provide additional parking spaces in the public right-of-way including seven reverse-diagonal parking spaces on S. Sierra Avenue, which would be an extension of the existing diagonal street parking to the north; 11 standard diagonal parking spaces on S. Highway 101, including two ADA parking spaces; and four parallel parking spaces on Dahlia Drive.

The project site is located within 0.5 miles of the Solana Beach Transit Center. An existing NCTD bus stop is located on the eastern edge of the project site along S. Highway 101. The bus stop and shelter are proposed to be relocated a short distance to the north (in front of the existing CVS site) to accommodate the proposed new on-street diagonal parking spaces on S. Highway 101.

Pedestrian access to the project site would be provided via new and/or improved perimeter sidewalks along S. Highway 101, Dahlia Drive, and S. Sierra Avenue. The east-west combined walkway/open space design of the proposed project also allows for public access through the project site from S. Highway 101 to South Sierra Avenue, as per the design guidelines of the South Highway 101/South Sierra District of the HWY 101 SP. Three staircases and elevators would provide access to the site from the underground parking structure. Pedestrian access to multi-family residential units would be available from Highway 101, Dahlia Drive, and South Sierra Avenue. Pedestrians would access the second level residential units and the underground parking structure via elevators or stairs.

As proposed, the project provides dedications along S. Highway 101, S. Sierra Avenue, and Dahlia Drive. Improvements to S. Highway 101 in the public right-of-way include closing the two existing driveways and improvements to the existing sidewalk, curb, and gutter, installing on-street parking spaces, and installing landscaped planters. The dedication along the entire length of Dahlia Drive will provide half-width road improvements including curb, gutter, and
sidewalk, on-street parallel parking spaces, a loading space for delivery trucks and/or loading/unloading of passengers, and installing landscaping. Dedications along S. Sierra will provide half-width road improvements, including curb, gutter, and sidewalk. reverse-diagonal on-street parking, and landscaping.

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

Grading is proposed in the amount of 49,200 cubic yards of soil to be exported off-site. The project site varies from an elevation of approximately 61 to 68 feet above MSL, sloping upward from west to east. The project has been designed to generally follow the existing contour. The majority of the proposed grading would be required to provide two levels of subterranean parking.

The Engineering Department has included a condition that the Applicant shall participate in the Sand Compatibility and Opportunistic Use Program (SCOUP) and deposit soil exports on city beaches if the Applicant’s soil engineer determines that any or all of the soil to be exported is compatible with beach sediments in accordance with the SCOUP Plan prepared by Moffatt & Nichol, dated March 2006, available on the SANDAG website.

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 be in conformance with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060) and the Off-Street Parking Design Manual. All light fixtures will 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. Adequate lighting shall be provided in all parking areas used by
the public for safe pedestrian and vehicular movement. A minimum lighting level of 0.2 foot-candles is required for all parking areas. All lights provided to illuminate any loading space or parking area shall be designed, adjusted and shielded to avoid casting light toward public roads and adjoining residential properties.

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 is a mixed use development on a lot within the C Zone and does not require common usable open space for residential units. However, as designed, each of the proposed residential units has its own patio or balcony that is directly accessed from the unit. A synthetic turf area is proposed adjacent to the residential portion of the project.

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 were processed concurrently.

IV. If the development project also requires a permit or approval to be issued by a State or federal agency, the City Council may conditionally approve the development review permit upon the applicant obtaining the required permit or approval from the other agency.

The Applicant is required to obtain approval from the California Coastal Commission prior to issuance of building permits. The FEIR that was certified for this project includes mitigation measures that may require permits or approval from other agencies. The Mitigation Monitoring and Reporting Program (MMRP) was adopted for this project as a part of certification of the FEIR and the mitigation measures are included as conditions of project approval.

B. 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. All development shall be compatible with the topography, vegetation, and colors of the natural environment and with the scenic, historic and recreation resources of the designated areas.

The proposed project has been designed to generally follow the topography of the site, which slopes generally upward from an elevation of approximately 61 feet above MSL on the west to 68 feet
above MSL on the east. The existing vegetation onsite is non-native and ornamental and is proposed to be replaced with native and well adapted species that are responsive to the local climate and that coordinate with the landscaping theme in the public rights-of-way along S. Highway 101. The proposed project’s color palette would include warm earth tones. Materials for the exterior of the proposed project include cement plaster with a smooth finish, siding, masonry, exterior porcelain wall tile, metal siding, metal roofing, and canvas awnings, with accented balconies and raised planters.

II. **The placement of buildings and structures shall not detract from the visual setting or obstruct significant views, and shall be compatible with the topography of the site and adjacent areas.** In prime viewshed areas designated in the General Plan, buildings and structures should not be placed along bluff-top silhouette lines or on the adjacent slopes within view from a lagoon area, but should be clustered along the bases of the bluffs and on the mesa tops set back from the bluff-top silhouette lines. Buildings and structures should be sited to provide unobstructed view corridors from the nearest scenic highway, or view corridor road. These criteria may be modified when necessary to mitigate other overriding environmental considerations such as protection of habitat or wildlife corridors.

As noted above, the site is located within a view corridor in the Conservation and Open Space Element and is within 100 feet of the Coastal Rail Trail, which is a significant recreational and scenic resource. The proposed project would be visible from all three key vantage points (KVPs), from S. Highway 101, from the Coastal Rail Trail, and from View Corridor #24. However, the project would not block views of key scenic resources and open space areas within the City. The proposed project has been designed to generally follow the topography of the site. The site is not located along a bluff-top within a prime viewshed as designated in the General Plan or on adjacent slopes within view from a lagoon area.

The proposed design went through the required 30-day public noticing period required for the Structure Development Permit because the proposed residence will exceed 16 feet in height from the pre-existing grade. The Applicant redesigned the project to address four claims for view assessment that were received, and the claimants subsequently withdrew their claims; therefore, it could be found that the proposed design, as redesigned, would not obstruct significant views.

III. **The removal of native vegetation shall be minimized and the replacement vegetation and landscaping shall be compatible with the vegetation of the designated area.** Landscaping and plantings shall be used to the maximum extent practicable to screen those features listed in paragraphs (F)(4), (5) and (6) of this subsection. Landscaping and
plantings shall not obstruct significant views, either when installed or when they reach mature growth.

The existing site contains developed areas and disturbed vegetation consisting of non-native ornamental and non-native annual plant species. No native species or vegetation communities were identified within the proposed project area. The project is required to comply with the Water Efficient Landscaping Regulations of SBMC 17.56, which require native, non-invasive plant species for any new landscaping. The conceptual landscaping plan includes native plant species and well-adapted species that are responsive to the local climate and limited water resources. The landscape plan would include a water-efficient drip irrigation system and low to moderate water use plants.

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.

Proposed landscaping has been conditioned so that the landscaping shall be maintained to ensure that it does not exceed the height of the adjacent rooflines when installed or at maturity.

IV. Any development involving more than one building or structure shall provide common access roads and pedestrian walkways. Parking and outside storage areas shall be screened from view, to the maximum extent feasible, from either the scenic highway or the adjacent scenic, historic, or recreational resource. Acceptable screening methods shall include, but are not limited to, the use of existing topography, the strategic placement of buildings and structures, or landscaping and plantings which harmonize with the natural landscape of the designated area.

All required parking would be provided in a two-level subterranean parking garage and therefore would be screened from view. The project proposes two access driveways to the underground parking garage. The portion of the parking garage that provides residential parking would be accessed via a driveway off S. Sierra, while the remainder of the parking would be accessed via a driveway off Dahlia. The required commercial loading area would take access via Dahlia Drive and is proposed to be located inside a portion of the restaurant building located at the southwest corner of S. Highway 101 and Dahlia, and therefore would be screened from view. A connected pedestrian walkway and open spaces would provide common pedestrian access into and through the proposed project.

V. Utilities shall be constructed and routed underground except in those situations where natural features prevent undergrounding or where
safety considerations necessitate aboveground construction and routing.

The Engineering Department has placed a condition on the project that requires any new utility services including, but not limited to, electrical and telephone, to be undergrounded. There are no existing overhead utilities surrounding this project. There are a few above ground utility cabinets which will be either relocated, undergrounded, or eliminated.

VI. The alteration of the natural topography of the site shall be minimized and shall avoid detrimental effects to the visual setting of the designated area and the existing natural drainage system. Alterations of the natural topography shall be screened from view from either the scenic highway or the adjacent scenic, historic, or recreational resource by landscaping and plantings which harmonize with the natural landscape of the designated area, except when such alterations add variety to or otherwise enhance the visual setting of the designated area. However, design emphasis shall be placed on preserving the existing quality of scenic resources rather than concealment of disturbances or replacement in kind. In portions of the scenic area overlay zone containing sensitive lands, grading may be severely restricted or prohibited.

The entire site has been disturbed as a result of previous development and the topography no longer exists in a natural condition, nor are there sensitive lands. The proposed project has been designed to follow the existing topography of the site, which varies from an elevation of approximately 61 to 68 feet above MSL, sloping upward in an easterly direction. The majority of the grading would be required to provide the subterranean parking garage.

VII. Off-site signs shall be prohibited in areas subject to the scenic area overlay zone, except temporary real estate signs pursuant to SBMC 17.64.060. The number, size, location, and design of all other signs shall be consistent with the Comprehensive Sign Ordinance (Chapter 17.64 of the SBMC) and shall not detract from the visual setting of the designated area or obstruct significant views.

The Applicant has received approval for a comprehensive sign plan.

VIII. The interior and exterior lighting of the buildings and structures and the lighting of signs, roads and parking areas shall be compatible with the lighting permitted in the designated area. All exterior lighting, including lighting in designated "dark sky" areas, shall be in conformance with SBMC 17.60.060 (Exterior Lighting Regulations).

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

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

Maximum building height of structures in the C Zone in the South Highway 101/South Sierra District of the HWY 101 SP is 35 feet. As part of the permit application for the previously proposed American Assets Trust (AAT) project, temporary story poles were erected on the project site in December 2015 to show the height and general outline of the previously proposed structures. After notice was issued to residents within 300 feet of the project site, the City received two claims of potential view impairment. The claims were evaluated by the VAC on March 17, 2015 and the VAC recommended denial of the project due to the inability to make the required findings. Given that the AAT project did not proceed, these two claims were given a “pending” status and were considered valid claims for the currently proposed Project.

As part of the proposed Project’s permit application, revised story poles were installed and certified on November 17, 2017 to show the height and outline of the currently proposed structures. As certified, the story poles show a maximum building height of 32.5 feet from the proposed grade. A public notice was issued to residents within 300 feet of the project area on February 16, 2018, notifying them of the proposed Project. A corrected notification was subsequently issued on February 21, 2018. The deadline for residents to submit a view assessment claim was March 19, 2018. Two new applications for view assessment were received, in addition to the two “pending” claims from the previous AAT project, for a total of four view assessment claims.

The Project was reviewed by the VAC on May 15, 2018. The Commission voted to continue the project to a later date to give the Applicant time to work with the claimants and revise the proposed Project. In response, the Applicant proposed a revised project design that reduces the proposed building heights. The highest point of the revised string line was certified at the location of Story Pole #47 at a height of 96.1 feet above MSL. The string line of the tallest portion of the structure as measured from the lower of the existing or proposed grade was certified at 32.2 feet above the existing grade at the location of Story Pole #57. The heights of the story pole string lines were lowered to reflect the revised building heights, although the original story poles were not changed. The heights of the string lines were certified by a licensed land surveyor on May 29, 2018.

The project was scheduled for the June 19, 2018 meeting. The Commission again voted to continue the meeting to a later date to give
the Applicant additional time to work with the claimants to revise the proposed project. After working further with the view claimants, the Applicant again redesigned the proposed Project by reducing the height of the residential, retail, and restaurant buildings, and the claimants withdrew their applications for view assessment. As a result, the SDP will be issued administratively with the DRP should the Council make the findings to certify the EIR and approve the project. The Applicant will be required to show compliance with the approved maximum height and three-dimensional building envelope that was approved by the SDP at the time of submittal for a building permit and also prior to requesting a framing inspection.

With the proposed modifications, the Applicant requested and received approval of a Structure Development Permit waiver for the following modifications: 1.) to construct a flat roof at a height of 84 feet above MSL or 17.5 feet on the restaurant space at the southeast corner of the property; 2.) to increase the width of the office building at the northwest corner of the property by approximately 3.25 feet and to increase the width of the center of the office building by approximately 16 feet; and 3.) to add two open and uncovered pedestrian bridges that would connect the second floor of the office, retail and residential buildings.

5. CONDITIONS

Prior to use or development of the property in reliance on this permit and except as modified herein, all other terms and conditions of Resolution Nos. 2018-097, 2018-98 and 2018-99 are in full force and effect. Applicant shall provide for and adhere to all conditions approved previously, except as modified (strikeout to be removed, bold to be added) herein:

A. Community Development Department Conditions:

XXIII. PARKING

(a) No Charge for Parking: There shall not be any charge or fee to park for tenants of the Project or their respective employees, customers, invitees, guests, visitors, and contractors that provide services to tenants of in the parking garage for the Project. Therefore, for the purpose of example and not for limitation, there shall not be any charge to park in the parking garage for any tenants of the Project or their respective employees, customers, invitees, guests, visitors, and contractors that provide services to tenants of the Project. An exception to this requirement shall be charges associated with the Electric Vehicle (EV) charging stations provided for the commercial parking spaces. Exceptions to this requirement shall be charges associated with the Electric Vehicle (EV) charging stations provided for the
commercial parking spaces and valet parking services associated with restaurant uses.

(c) No Assigned Parking Spaces: Except for tenants of the residential apartment building, parking spaces shall not be assigned or otherwise reserved for any tenants of the Project or their respective employees, customers, and guests. No Assigned Restaurant/Retail Parking Spaces: Only the minimum number of required parking spaces for residential and office uses may be assigned and reserved from general restaurant and retail access. Reserved Office parking spaces must be made available, with appropriate signage, for general Project visitors after 6:00 p.m.

XXIX. ACCESS TO COMMON AREA

Public Access to Common Area: The common area of the Project, including the courtyard area located between the residential apartment building on the south side, the office buildings on the north side, and the retail and restaurant buildings on the east side of the Project, shall remain open for public access between the hours of 7:00 a.m. and 11:00 p.m., seven days a week. The “Findings of Fact” (page 4) of the EIR for this Project refers to this open area as the “east-west open space spine that would serve as a public walkway from Highway 101 through the development to South Sierra Avenue.”

h. The Applicant shall participate in the Sand Compatibility and Opportunistic Use Program (SCOUP) and deposit soil exports on city beaches. The Applicant’s soil engineer shall investigate, perform testing and determine if a portion of the soil to be exported is compatible with beach sediments in accordance with the SCOUP Plan prepared by Moffatt & Nichol, dated March 2006, available on the SANDAG website.

6. EXPIRATION: The Comprehensive Sign Plan for the project will expire on 24 months from July 24, 2018 unless the Applicant has recorded a Final Map (if required), obtained building permits, and has commenced construction prior to that date, and diligently pursued construction to completion. An extension of the application may be granted by the City Council.

7. INDEMNIFICATION AGREEMENT: The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney’s fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant
of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney’s fees and costs. In the event of a disagreement between the City and the Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by Applicant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, held on the 13th day of November, 2019, by the following vote:

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

______________________________
DAVID A. ZITO, Mayor

APPROVED AS TO FORM: ATTEST:

______________________________
JOHANNA N. CANLAS, City Attorney

______________________________
ANGELA IVEY, City Clerk
ZEPHYR HIGHWAY 101 & DAHLIA
SOLANA BEACH, CA 92075

Gensler
225 BROADWAY SUITE 100
SAN DIEGO, CA 92101
Phone: (619)557-2500

ZEPHYR
Gensler
225 BROADWAY SUITE 100
SAN DIEGO, CA 92101
Phone: (619)557-2500

ZEPHYR HIGHWAY 101 & DAHLIA
SOLANA BEACH, CA 92075

Gensler PROJECT NUMBER: 55.7765.000

OCTOBER 29, 2019

HIGHWAY 101 & DAHLIA
SOLANA BEACH, CA 92075

DESIGN TEAM DIRECTORY

<table>
<thead>
<tr>
<th>ROLE</th>
<th>NAME</th>
<th>ADDRESS</th>
<th>CONTACT</th>
<th>TELEPHONE</th>
<th>FAX</th>
<th>EMAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUILDING OWNER</td>
<td>ZEPHYR PARTNERS</td>
<td>700 SECOND STREET, ENCINITAS, CA 92014</td>
<td></td>
<td>760.908.6363</td>
<td></td>
<td><a href="mailto:rherrell@zephyrpartners.com">rherrell@zephyrpartners.com</a></td>
</tr>
<tr>
<td>ARCHITECT</td>
<td>Gensler</td>
<td>225 BROADWAY SUITE 100, SAN DIEGO, CA 92101</td>
<td></td>
<td>619.557.2500</td>
<td>619.557.2520</td>
<td><a href="mailto:daniel_robinson@gensler.com">daniel_robinson@gensler.com</a></td>
</tr>
<tr>
<td>GENERAL CONTRACTOR</td>
<td>DPR CONSTRUCTION</td>
<td>5010 SHOREHAM PLACE, SAN DIEGO, CA 92122</td>
<td></td>
<td>858.795.3025</td>
<td></td>
<td><a href="mailto:elwyn@dp.com">elwyn@dp.com</a></td>
</tr>
<tr>
<td>LANDSCAPE ARCHITECT</td>
<td>Carson Douglas</td>
<td>3301 BROADWAY, SUITE 1580, SAN DIEGO CA 92101</td>
<td></td>
<td>858.955.1306</td>
<td>619.630.3547</td>
<td><a href="mailto:michael@3ca.com">michael@3ca.com</a></td>
</tr>
<tr>
<td>MECHANICAL / PLUMBING / ELECTRICAL ENGINEER</td>
<td>GLUMAC</td>
<td>225 BROADWAY SUITE 1580</td>
<td></td>
<td>858.597.4616</td>
<td></td>
<td><a href="mailto:glumac@projectdesign.com">glumac@projectdesign.com</a></td>
</tr>
<tr>
<td>CIVIL ENGINEER</td>
<td>Project Design Consultants</td>
<td>701 B STREET, STE 800, SAN DIEGO, CA 92101</td>
<td></td>
<td>818.454.9115</td>
<td>616.234.5049</td>
<td><a href="mailto:greg@projectdesign.com">greg@projectdesign.com</a></td>
</tr>
<tr>
<td>STRUCTURAL ENGINEER</td>
<td>KPFF</td>
<td>3101 CAMINO DEL RIO NORTH, SUITE 1050, SAN DIEGO CA 92106</td>
<td></td>
<td>858.521.8500</td>
<td></td>
<td><a href="mailto:bryon@kpff.com">bryon@kpff.com</a></td>
</tr>
<tr>
<td>GEOTECHNICAL ENGINEER</td>
<td>NOVA</td>
<td>4337 VIEWRIDGE AVE, STE B, SAN DIEGO, CA 92123</td>
<td></td>
<td>858.292.7570</td>
<td></td>
<td><a href="mailto:wail@usa-nova.com">wail@usa-nova.com</a></td>
</tr>
<tr>
<td>CODE CONSULTANT</td>
<td>Coffman Engineers</td>
<td>11770 BERNARDO PLAZA COURT, #116, SAN DIEGO, CA 92120</td>
<td></td>
<td>858.642.2161</td>
<td>818.265.2561</td>
<td><a href="mailto:swah@coffman.com">swah@coffman.com</a></td>
</tr>
<tr>
<td>WATER PROOFING CONSULTANT</td>
<td>Craig Consulting</td>
<td>731 ZANZIBAR COURT, SAN DIEGO, CA 92109</td>
<td></td>
<td>858.242.7347</td>
<td></td>
<td><a href="mailto:craig@crayconsulting.com">craig@crayconsulting.com</a></td>
</tr>
<tr>
<td>ACCESSIBILITY CONSULTANT</td>
<td>Jensen Hughes</td>
<td>11770 BERNARDO PLAZA COURT, SUITE 115, SAN DIEGO, CA 92120</td>
<td></td>
<td>858.959.2027</td>
<td></td>
<td><a href="mailto:mark@kahro.com">mark@kahro.com</a></td>
</tr>
<tr>
<td>ACoustical CONSULTANT</td>
<td>DBRI</td>
<td>1505 N. MARSHALL AVENUE, EL CAJON, CA 92020</td>
<td></td>
<td>858.959.2027</td>
<td></td>
<td><a href="mailto:breshears@dbri.com">breshears@dbri.com</a></td>
</tr>
<tr>
<td>DRY UTILITIES</td>
<td>BUTIKO</td>
<td>1505 N. MARSHALL AVENUE, EL CAJON, CA 92020</td>
<td></td>
<td>858.744.4091</td>
<td></td>
<td><a href="mailto:alexandra.butiko@nv5.com">alexandra.butiko@nv5.com</a></td>
</tr>
</tbody>
</table>
PROJECT SCOPE/ NARRATIVE

Based on sound concepts of community compatibility, sustainability and environmental conservation, 101 Solana has been designed as a two-story mixed use project located around open space. Apartments, offices and retail all are located on the east-west open space area that also serves as a pedestrian connection from Pacific Coast Highway through the development to Sierra Avenue. This open space area also to separate the uses into distinct building forms and to reflect their own architectural expression. The single level retail and food and beverage structures that front 101 from an inviting pedestrian scale while achieving the objectives of the Highway 101 Corridor Specific Plan. The project design features serve to help blend the total development into the Solana Beach fabric and development patterns as well as bring light and air into the various uses. The landscape areas of the project have been designed to be welcoming and to encourage social interaction between the various uses of the project. The plant materials are intended to integrate into the neighborhood context and enhance the human scale experience through and around the project. Plants have been selected and placed to soften the architecture and reinforce the overall design composition.

Through meeting with key community members and city staff the design of Solana, the environmentally superior alternative, accommodates specific requests:

- Strongly against 3 stories, community members' feedback results in a thoughtful 2-story design compatible with the surrounding visual character
- Pedestrian scale along Coast Highway
- The fine tunes (office, retail and residential) have individual and unique character
- The project will have a feel of being developed over time
- The retail will have an industrial character
- Continuation of the sidewalk along 101 providing connectivity and ambience
- Provides 2 garage entries - one off of Dahlia and one of Sierra - per community input
- The project design expression -
  Pedestrian entrance to the site is asymmetrical
  Incorporation of redwood materials
  Pedestrian spaces leading through the project
  Reverse diagonal parking will be provided on Sierra

Create interesting articulation in the building facade

Position a building mass on the corner of 101 and Dahlia in lieu of the plaza proposed in the previous project.

Reflect the unique character of Solana Beach

Incorporate sustainable features and building practices

Energy conservation begins with site planning. Solana 101 has been configured with the primary residential and office buildings being sited on an east-west axis. This orientation makes it possible to integrate effective sun control thereby reducing heat gain. Combined with low E glazing and reflective coating the reduction in heat gain in turn reduces the air conditioning loads and energy usage. A mix of flat and sloping roofs offers the opportunity for a substantial installation of solar panels, creating a renewable energy resource. Natural ventilation incorporated in the design of the apartments and offices take advantage of the site and also reduce the cooling load thereby reducing energy consumption. Strategically placed expanses of glass and light wells draw natural light deep into spaces reducing the need and energy consumption of lighting. LED lighting throughout the project, high efficiency split systems, mechanical equipment and high efficiency lighting reduces consumption to a goal of creating a sustainable project.

Water conservation is a key component of the proposed project sustainability goals. Plant material has been carefully selected for being drought resistant through climate conditions. The landscape species including native plants and shrubs are selected for their tolerance to our climate. Limited water resources and contribute to local artesian. The proposed irrigation system will be highly efficient and responsive to local weather conditions. It should be noted that no turf grass is proposed within the project. Beyond landscaping, the buildings will be outfitted with low water use plumbing fixtures reducing demand of California’s precious water resources.

Public transit and pedestrian orientation have been integrated into the project design. Likewise, the corner of the site at the signalized intersection of highway 101 and Dahlia provides easy pedestrian access to the pedestrian bridge to the Centennial district. While this is an inherent characteristic of the site, this illustrates how this part of the site is an ideal location for a motorcycle oriented mixed use project. The mix of uses combined with the site project combining CDL Bank of America, the Beachwalk Plaza and the Centennial district allows us to do more in one pedestrian friendly location reducing driving trips to multiple locations. The updated facilities for the environmentally superior alternative shows a significant reduction in trips compared with the previously proposed project.

Parking for the total development is provided at the level garage. Additional street parking is provided on Sierra by extending the diagonal parking from the north. Two entrances, one for the residents and the second for the office and commercial patrons will prevent problematic curbing and unnecessary waiting in line either inside or out. This reduces energy use and air pollution. Designated parking for low emission vehicles and electric vehicles will be provided.

Storm water runoff is controlled responsibly on site. Insofar as the entire project is located atop a small parking garage, a thoughtful system that includes lifting water through a cautiously designed system of plants and drains, storage and pumps is used to control the overall design concept. Robust irrigation system and fire protection water systems have been integrated seamlessly and artfully through the use of all grade and premium/level plants, some with decorative pathways intended to showcase our previous naturalism. This supports the project commitment to environmental sustainability and responsibility.

SUSTAINABILITY GOALS

SUSTAINABILITY MEASURES CONSIDERED FOR INCORPORATION INTO THE PROJECT INCLUDE BUT NOT LIMITED TO THE FOLLOWING

- BUILDING ORIENTATION FOR SOLAR DEPLOY
- PHOTOVOLTAIC ROOF PANELS
- SOLAR THERMAL WATER HEATING AT RESIDENTIAL
- CLOSE PROXIMITY TO PUBLIC TRANSP.
- DROUGHT TOLERANT PLANTS
- HIGH EFFICIENCY LOW FLOW IRRIGATION
- ENERGY STAR ROOF FOR REDUCED HEAT ISLAND EFFECT
- BMP STORMWATER TREATMENT
- HIGH EFFICIENCY PLUMBING FIXTURES
- NATURAL VENTILATION FOR COOLING
- IMPROVED INSULATION
- HIGH EFFICIENCY APPLIANCES
- ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS
- CONSTRUCTION WASTE MANAGEMENT
- ELECTRIC VEHICLE CHARGING STATIONS
PARKING ANALYSIS

ENTITLED DEVELOPMENT PARKING SUMMARY

<table>
<thead>
<tr>
<th>USE</th>
<th>REQUIREMENTS</th>
<th>SQ.FT. / UNITS</th>
<th>No Of Stalls Req'd</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>2 spaces for each</td>
<td>18 u</td>
<td>36</td>
</tr>
<tr>
<td>Residential</td>
<td>1.5 spaces for each</td>
<td>7 u</td>
<td>11</td>
</tr>
<tr>
<td>Residential Guest</td>
<td>2 spaces for each</td>
<td>25 u</td>
<td>6</td>
</tr>
<tr>
<td>Office Space</td>
<td>1 spaces for each</td>
<td>45,587 sf</td>
<td>152</td>
</tr>
<tr>
<td>F &amp; B (total)</td>
<td>1 spaces for each</td>
<td>1,056 sf</td>
<td>135</td>
</tr>
<tr>
<td>Retail</td>
<td>4,121 sf</td>
<td>1 spaces for each</td>
<td>21</td>
</tr>
</tbody>
</table>

| TOTAL RES. | 53 | TOTAL COMM. | 308 | TOTAL | 361 |

PARKING PROVIDED

<table>
<thead>
<tr>
<th>Residential</th>
<th>Residential Guest</th>
<th>Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>47</td>
<td>6</td>
<td>111</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
<td>282</td>
</tr>
<tr>
<td>TOTAL PROVIDED</td>
<td>53</td>
<td>540</td>
</tr>
</tbody>
</table>

F&B PARKING AREA

AREA THAT SHOULD HAVE BEEN EXCLUDED FROM ENTITLED PARKING CALCULATION

PROPOSED DEVELOPMENT PARKING SUMMARY

<table>
<thead>
<tr>
<th>USE</th>
<th>REQUIREMENTS</th>
<th>SQ.FT. / UNITS</th>
<th>No Of Stalls Req'd</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>2 spaces for each</td>
<td>33,473 sf</td>
<td>36</td>
</tr>
<tr>
<td>Residential</td>
<td>1.5 spaces for each</td>
<td>7 u</td>
<td>11</td>
</tr>
<tr>
<td>Residential Guest</td>
<td>1 spaces for each</td>
<td>25 u</td>
<td>6</td>
</tr>
<tr>
<td>Office Space</td>
<td>1 spaces for each</td>
<td>47,503 sf</td>
<td>152</td>
</tr>
<tr>
<td>F &amp; B (total)</td>
<td>1 spaces for each</td>
<td>1,554 sf</td>
<td>135</td>
</tr>
<tr>
<td>Retail</td>
<td>4,245 sf</td>
<td>1 spaces for each</td>
<td>21</td>
</tr>
</tbody>
</table>

| TOTAL RES. | 53 | TOTAL COMM. | 306 | TOTAL REQUIRED | 309 |

PARKING PROVIDED

<table>
<thead>
<tr>
<th>Residential</th>
<th>Residential Guest</th>
<th>Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>47</td>
<td>6</td>
<td>111</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
<td>282</td>
</tr>
<tr>
<td>TOTAL PROVIDED</td>
<td>54</td>
<td>540</td>
</tr>
</tbody>
</table>
ENTITLED FAR CALC. DISCREPANCIES

<table>
<thead>
<tr>
<th>FAR TABULATION (ENTITLED)</th>
</tr>
</thead>
<tbody>
<tr>
<td>F&amp;B</td>
</tr>
<tr>
<td>1ST FLOOR</td>
</tr>
<tr>
<td>2ND FLOOR</td>
</tr>
<tr>
<td>TOTAL</td>
</tr>
<tr>
<td>TOTAL (FAR)</td>
</tr>
</tbody>
</table>

FAR TABULATION (PROPOSED)

| F&B | RETAIL | OFFICE | RESIDENTIAL |
|---------------------------|
| 1ST FLOOR | 9,554 | 23,186 | 15,070 |
| 2ND FLOOR | 4,245 | 26,317 | 15,070 |
| TOTAL | 9,551 | 4,245 | 47,563 | 30,367 |
| TOTAL (FAR) | 52,136 |

AREA THAT SHOULD HAVE BEEN EXCLUDED FROM ENTITLED FAR CALCULATION

2nd Floor FAR Calculation

1st Floor FAR Calculation

PROPOSED FAR CALC.

ALLOWABLE FLOOR AREA PER ZONING: 101,567 SF

GENERAL EXEMPTIONS: The areas within the following exempt (free market) value (FMV) of all buildings, including accessory structures and doors, under the following potential (PF) that do not exceed 10 square feet, such as walls, glass, are also considered to be a free market value and are allowed to be included in the proposed FAR calculation. These areas include, but are not limited to, windows, doors, balconies, and stairwells. This exemption is intended for commercial buildings and does not apply to residential buildings. Please consult with local authorities for any additional exemptions or requirements.
LEVEL 1 FAR CALCULATION VERIFICATION

FAR KEY PLAN AS DEPICTED ON SHEET G00.3 "FAR SUMMARY" OF THE CONFORMANCE DOCUMENTS.

FAR TABULATION (PROPOSED)

<table>
<thead>
<tr>
<th></th>
<th>F&amp;B</th>
<th>RETAIL</th>
<th>OFFICE</th>
<th>RESIDENTIAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1ST FLOOR</td>
<td>5,554</td>
<td>437</td>
<td>23,186</td>
<td>15,297</td>
</tr>
<tr>
<td>2ND FLOOR</td>
<td>4,245</td>
<td>24,317</td>
<td>15,070</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>9,991</td>
<td>4,245</td>
<td>47,503</td>
<td>30,367</td>
</tr>
<tr>
<td>TOTAL (FAR)</td>
<td>92,106</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOT FOR CONSTRUCTION

Due Date: 10/3/2022

FAR L1
GENERAL NOTES

1. ADD RADIO-REPEATER SYSTEM ON EACH FLOOR OR AS NECESSARY IN THE PARKING STRUCTURE.
2. TRASH ENCLOSURES & TRASH CHUTE TO BE CONSTRUCTED PER CODE.
3. ROOF SOLAR PANELS WILL MEET FIRE DEPARTMENT STANDARDS FOR ACCESS AND VENTILATION REQUIREMENTS. SHUT OFFS.
4. SHOW MAP DIRECTORY FRONT AND REAR WITH ACCESSIBLE NUMBER OF ALL BUILDINGS.
5. GATE WILL HAVE STROBE LIGHT AND KNOX KEY SWITCH FOR EACH OF THEM, WITH BATTERY BACKUP IN THE EVENT OF POWER FAILURE. (SECURITY GATE AT 10TH AVENUE, RESIDENTIAL DAMAGE ENTRANCE ONLY).
6. NEW FIRE HYDRANT – RED PAINT, NO PARKING, 15 FEET EACH SIDE OF ALL FIRE HYDRANT.
7. ALL BUILDINGS WILL HAVE NFPA 13 FIRE SPRINKLER SYSTEM INSTALLED.
8. SEE SHEET EX2-FP1 FOR TYPE CONSTRUCTION.

LEGEND

- HOSE PULL (150' MAX.)
- HOSE PULL (100' MAX.)
- 2 1/2 WET STANDPIPE LOCATION
- EXISTING FIRE HYDRANT
  (2) 4" OPENINGS WITH NST
  (2) 2 1/2" OPENINGS WITH NST
- NEW FIRE HYDRANT
  (2) 4" OPENINGS WITH NST
  (2) 2 1/2" OPENINGS WITH NST
- TC
- TRASH CHUTE
- ELEVATOR
- FIRE DEPARTMENT CONNECTION
- 2 1/2" HOSE CABINET
- AREA EXCEEDING 150' HOSE PULL
- 1 HR RATED WALL
- 2 HR RATED WALL
- ADDITIONAL LAYER OF 5/8" TYPE X GYPSUM WALL BOARD
GENERAL NOTES

1. ADD RADIO REPEATER SYSTEM ON EACH FLOOR OR AS NECESSARY IN THE PARKING STRUCTURE.
2. TRASH ENCLOSURES & TRASH CHUTE TO BE CONSTRUCTED PER CODE.
3. ROOF SOLAR PANELS WILL MEET FIRE DEPARTMENT STANDARDS FOR ACCESS AND VENTILATION REQUIREMENTS. SHUT OFFS.
4. SHOW MAP DIRECTORY FRONT AND REAR WITH ADDRESS/SITE NUMBER OF ALL BUILDINGS.
5. GATE WILL HAVE STROBE LIGHT AND KNOCK KEY SWITCH FOR EACH OF THEM WITH BATTERY BACK UP IN THE EVENT OF POWER FAILURE (SECURITY GATE AT SIERRA AVENUE RESIDENTIAL GARAGE ENTRANCE ONLY).
6. NEW FIRE HYDRANT - RED, PAINT, NO PARKING, 15 FEET EACH SIDE OF ALL FIRE HYDRANT.
7. ALL BUILDINGS WILL HAVE NFPA 13 FIRE SPRINKLER SYSTEM INSTALLED.
8. SEE SHEET EX2-FP(F) FOR TYPE CONSTRUCTION.

NOT FOR CONSTRUCTION

1. SOLANA BEACH 01
2. 1 HR. RATED WALL
3. 2 HR. RATED WALL
4. ADDITIONAL LAYER OF 5/8" TYPE X GYPSUM WALL BOARD

LEGEND

- HOSE PULL (150' MAX.)
- HOSE PULL (100' MAX.)
- 2 1/2" WET STANDPIPE LOCATION
- EXISTING FIRE HYDRANT
  (2) 4" Openings with NST
  (2) 2 1/2" Openings with NST
- NEW FIRE HYDRANT
  (2) 4" Openings with NST
  (2) 2 1/2" Openings with NST
- TC TRASH CHUTE
- ELEVATOR
- FIRE DEPARTMENT CONNECTION
- 2 1/2" HOSE CABINET
- AREA EXCEEDING 120 FEET PULL

PROPOSED P2 FIRE ACCESS PLAN

ENTITLED P2 FIRE ACCESS PLAN
**General Notes**

1. Add radio repeater system on each floor or as necessary in the parking structure.
2. Trash enclosures & trash chute to be constructed per code.
3. Roof solar panels will meet fire department standards for access and ventilation requirements. Shut-off.
4. Show map directory front and rear with address/absolute number of all buildings.
5. Gate will have strobe light and knock key switch for each of them, with battery backup in the event of power failure (security gate at Sierra Avenue Residential Garages Entrance only).
6. New fire hydrant – red paint, no parking, 15 feet each side of all fire hydrant.
7. All buildings will have NFPA 13 fire sprinkler system installed.
8. See Sheet EX-2 (P) for type construction.

---

**Solana Beach 101 - Alternate Materials & Methods Mitigation Summary**

<table>
<thead>
<tr>
<th>Item</th>
<th>Subject</th>
<th>Prescriptive Code Requirement</th>
<th>Proposed System or Mitigation</th>
<th>Result</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 1/2&quot; Hose Cabinet</td>
<td>2 1/2&quot; Hose Cabinet</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Area Exceeding 15' @ Hose Pull</td>
<td>1 HR Rated Wall</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 HR Rated Wall</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Addl Material to Exceeding 15' @ Hose Pull</td>
<td>Additional Layer of 90' Type X Gypsum Wall Board</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Building 1: Description:
Office: Type III
Occupancy: I-2 (Mixed Use, non-separating)

PS Allowable Area per Level A-2: 28,500 SF (Per level, 2 max sprinkler zones)
Per CBC 2014 Max Area = 2 x 28,500 = 57,000 SF

Building 1: As Proposed
L1F SF = 2,242 SF
B = 23,186 SF
L2F SF = 24,317 SF
Total = 50,745 SF

CBC 2016 Table References:

Building 1
Building 2 Description:
Building 2: Type VA
Occupancy: A-2, Mixed use, No Separation
Allowable Area per Level: A-2: 6,000 SF (Height Increase)
Allowable Area per Frontage Increase: 7,320 SF (1.0)
Floor Area Increase: 2 levels
Per CBC 2016 Max Area: 13,640 SF

Building 2: As Proposed
6,015 SF: A-2: 6,780 SF
5,000 SF: M: 4,245 SF
Total: 11,225 SF

Frontage Increase:

For further details, please refer to CBC 2016 Table References:

- NOT FOR CONSTRUCTION

- Gensler

- 101 S. Flower St.

- Los Angeles, CA 90202

- 213.778.6200

- info@gensler.com

- Copyright © 2020 Gensler

- E43-REVISED20210104-GENS-REV-9
Building 3 - Description:
Type V-A
Sprinklered
Calculation
Reg 3, Type V-A
Occupancy R-2
5 Allowable Area per Level: 0.2 ac; 36,000 SF
Max 4 Levels
Per CBC 2016 Max area: 4 x 36,000 = 144,000 SF
Building 3: As Proposed
Level 01 SF: 14,000 SF
Level 02 SF: 14,000 SF
Total: 32,100 SF
PROPOSED GATE LOCATION

GATE CONCEPTS

FOLDING GATE CONCEPT

NOT FOR CONSTRUCTION

Gensler

EX2 - G
NOTES:
1. RED LINES REPRESENT THE APPROVED TMRAW AND SETBACK.
2. BLUE LINES REPRESENT PROPOSED LOCATIONS TO ACCOMMODATE RELOCATION OF (4) DIAGONAL PARKING STALLS

SIERRA AVE ROW ADJUSTMENT
1. PROPOSED OFFICE NORTH FACADE

2. ENTITLED OFFICE NORTH FACADE
Mr. Greg Wade, City Manager  
Mr. Joseph Lim, Community Development Director  
City of Solana Beach  
635 S. Highway 101  
Solana Beach, CA 92075  
P: 858.720.2447  

PROJECT: Highway 101 and Dahlia Drive  
Case Number: 17-14-08  
RE: Request for waiver of story pole & SDP requirements concerning minor modifications of story poled buildings  

Wednesday, October 30, 2019  

Dear Mr. Wade and Mr. Lim:  

Zephyr has made minor modifications to the building footprints and building envelopes for the buildings in the proposed Solana 101 project. This project is located on South Highway 101 at the northwest intersection of South Highway 101 and Dahlia Street. The purpose of the modifications is to better accommodate pedestrian accessibility into the interior courtyard area and relocate the residential access drive ramp away from main pedestrian accessways.  

The originally installed story poles are based on the building plans submitted to the City on September 15, 2017 and certified by a surveyor on December 13, 2017. The modifications to the buildings that extend outside the building envelopes provided by the originally installed story poles are generally described as follows:  

MODIFICATION THAT EXPAND THE BUILDING ENVELOPE “HORIZONTALLY”  

(a) A portion of the south side of the westerly office building, represented by story poles 201 & 202, has been extended 3’-3” to the south. Interior to the central corridor the building has been revised from a long linear plane to a staggered façade represented by story pole 203 extended 6’ to the south and 16’ to the east and the proposed building edge extending a maximum of 16’-4” from the flag line between story poles 41 and 206. Story pole 41 has moved 11’-9” to the south and 4’-3” to the east; all to accommodate the relocated residential garage access ramp which was moved from the central corridor, north, to a location more suitable for pedestrian access.  

(b) Pedestrian access bridges have been added for egress to connect Bldg. 1 to Bldg. 2 and Bldg. 2 to Bldg. 3. The bridge walking surface and the guardrails fall below story poled elevations for each building. The bridge connecting Bldg. 1 to Bldg. 2 is adjacent to story pole 33 with an approved elevation of 85.5 and story pole 18 with an approved elevation of 93.875. The bridge surface will be located at an elevation of 81 and the guardrail at 84.5. The bridge connecting Bldg. 2 to Bldg. 3 is adjacent to story poles 121 and 122 both with an approved elevation of 84.5. The bridge
surface will be located at an elevation of 81 and the guardrail at 84.5.

I have attached a revised Story Pole Exhibit (EX2-SP) dated October 29, 2019 which illustrates the above referenced “horizontal” modification to the building envelope.

With regard to the modification described above, the modification is “horizontal,” not “vertical.” There are no modifications that will increase the height of the buildings above the existing story poled heights. However, the above referenced “horizontal” modification extends the footprint of the westerly building beyond the building envelope that has been story poled for the original proposed building.

In congruence with the waiver of minor modification request successfully submitted and processed dated June 28, 2018, which addressed the exact same issue, we respectfully request the City waive the requirement for story poling & SDP resubmission to address the modified portions of the buildings that extend “horizontally” beyond the originally story poled building envelopes into the interior courtyard and the addition of the pedestrian bridges as discussed above and as provided herein.

Thank you for consideration of this request. Please advise us of your decision.

Sincerely,

Ryan Herrell
VP Urban Development
Dear Mr. Wade and Mr. Lim:

Zephyr has made minor modifications to the building footprints and building envelopes for the buildings in the proposed Solana 101 project. This project is located on South Highway 101 at the northwest intersection of South Highway 101 and Dahlia Street. The purpose of the modifications is to better accommodate pedestrian accessibility into the interior courtyard area and relocate the residential access drive ramp away from main pedestrian accessways.

The originally installed story poles are based on the building plans submitted to the City on September 15, 2017 and certified by a surveyor on December 13, 2017. The modifications to the buildings that extend outside the building envelopes provided by the originally installed story poles are generally described as follows:

**MODIFICATION THAT EXPAND THE BUILDING ENVELOPE “HORIZONTALLY”**

(a) A portion of the south side of the westerly office building, represented by story poles 201 & 202, has been extended 3'-3" to the south. Interior to the central corridor the building has been revised from a long linear plane to a staggered façade represented by story pole 203 extended 6' to the south and 16' to the east and the proposed building edge extending a maximum of 16'-4" from the flag line between story poles 41 and 206. Story pole 41 has moved 11'-9" to the south and 4'-3" to the east; all to accommodate the relocated residential garage access ramp which was moved from the central corridor, north, to a location more suitable for pedestrian access.

(b) Pedestrian access bridges have been added for egress to connect Bldg. 1 to Bldg. 2 and Bldg. 2 to Bldg. 3. The bridge walking surface and the guardrails fall below story poled elevations for each building. The bridge connecting Bldg. 1 to Bldg. 2 is adjacent to story pole 33 with an approved elevation of 85.5 and story pole 18 with an approved elevation of 93.875. The bridge surface will be located at an elevation of 81 and the guardrail at 84.5. The bridge connecting Bldg. 2 to Bldg. 3 is adjacent to story poles 121 and 122 both with an approved elevation of 84.5. The bridge
surface will be located at an elevation of 81 and the guardrail at 84.5.

I have attached a revised Story Pole Exhibit (EX2-SP) dated October 29, 2019 which illustrates the above referenced “horizontal” modification to the building envelope.

With regard to the modification described above, the modification is “horizontal,” not “vertical.” There are no modifications that will increase the height of the buildings above the existing story poled heights. However, the above referenced “horizontal” modification extends the footprint of the westerly building beyond the building envelope that has been story poled for the original proposed building.

In congruence with the waiver of minor modification request successfully submitted and processed dated June 28, 2018, which addressed the exact same issue, we respectfully request the City waive the requirement for story poling & SDP resubmission to address the modified portions of the buildings that extend “horizontally” beyond the originally story poled building envelopes into the interior courtyard and the addition of the pedestrian bridges as discussed above and as provided herein.

Thank you for consideration of this request. Please advise us of your decision.

Sincerely,

Ryan Herrell
VP Urban Development
RESOLUTION 2018-099

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A DEVELOPMENT REVIEW PERMIT, AND STRUCTURE DEVELOPMENT PERMIT FOR SOLANA BEACH 101, A MIXED USE DEVELOPMENT ON PROPERTY AT THE NORTHWEST CORNER OF HIGHWAY 101 AND DAHLIA DRIVE.

APPLICANT: Zephyr Partners
CASE NO.: 17-14-08 DRP/SDP/CSP

WHEREAS, Zephyr Partners (hereinafter referred to as "Applicant") has submitted an application for a Development Review Permit (DRP), Structure Development Permit (SDP), and Comprehensive Sign Program (CSP) subject to Title 17 (Zoning), of the Solana Beach Municipal Code (SBMC); and

WHEREAS, at the public hearing on July 10, 2018, the City Council received and considered evidence concerning the proposed application as revised; and

WHEREAS, the public hearing was conducted pursuant to the provisions of Solana Beach Municipal Code Section 17.72.030; and

WHEREAS, the City Council of the City of Solana Beach certified the Final Environmental Impact Report (FEIR), and adopted a Mitigation Monitoring and Reporting Program (MMRP) and Findings of Fact for the Solana Beach 101 project in accordance with the California Environmental Quality Act and the State CEQA Guidelines via Resolution 2018-098; and

WHEREAS, this decision is based upon the evidence presented at the hearing, and any information the City Council gathered by viewing the site and the area as disclosed at the hearing.

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

1. That the foregoing recitations are true and correct.

2. That the City Council has adopted and certified the FEIR in compliance with CEQA pursuant to Sections 15161 of the State CEQA Guidelines, adopted the MMRP, and made the required Findings of Fact.

3. That the request for a DRP and SDP for Solana Beach 101, a mixed use development consisting of 45,587 square feet of commercial office space, 10,562 square feet of restaurant space, 2,920 square feet of outdoor dining space, 4,142 square feet of retail space, 25 multi-family residential rental units totaling 33,473 square feet, and two levels of subterranean parking totaling 366 spaces for the
project, is conditionally approved based upon the following Findings and subject to the following Conditions:

4. FINDINGS

A. In accordance with Section 17.68.040 (Development Review Permit) of the City of Solana Beach Municipal Code, the City Council finds the following:

1. The proposed project is consistent with the General Plan and all applicable requirements of SBMC Title 17 (Zoning Ordinance), including special regulations, overlay zones and specific plans.

General Plan Consistency: The proposed project is consistent with the General Plan, which designates the property as General Commercial (C) and allows resident and visitor serving commercial uses and retail uses of a larger scale than those permitted in Special Commercial areas, but which still have a minimal disturbance to nearby residential neighborhoods. Residential uses are allowed as a secondary use in conjunction with permitted commercial uses at a maximum density of 20 units per acre. The maximum number of units permitted for the 1.79 net acre site is 36 units. The project is proposing 25 residential units or 14 dwelling units per acre. The project could be found to be consistent with the following General Plan policies in the Land Use (LU) Element for mixed-use land uses:

Policy LU-1.6 Encourage the establishment of mixed-uses that provide for housing and jobs near transit routes, shopping areas, and recreational uses to promote public transit use, walking, and biking.

Policy LU-1.7 Encourage and facilitate neighborhood serving restaurants, including outdoor dining/sidewalk cafes, in mixed-use areas and along the Highway 101 corridor.

Policy LU-1.8 Within mixed-use areas, encourage an overall high-quality streetscape design, where feasible and appropriate, that includes bike lanes; on-street parking; minimal curb cuts; enhanced crosswalks; appropriate sidewalk widths; parkways; street trees, planters, and wells; street lighting; street furniture; wayfinding; kiosks; enhanced paving; public art; and other features that contribute to the character of Solana Beach.

The project could be found to be consistent with the following General Plan goals and program in the City's Housing Element:

Goal 1: The adequate provision of a range of safe and decent housing opportunities that will meet Solana Beach's share of the existing and future housing needs of the region.
Goal: Increased energy conservation and waste reduction in new and existing residential and mixed-use development.

Program 1: Encourage mixed-use development.

Zoning Ordinance Consistency: The property is located within the General Commercial (C) Zone and S. Highway 101/S. Sierra District of the Highway 101 Specific Plan (HWY 101 SP). The proposed mixed use development is consistent with the permitted uses for the C Zone found in SBMC Sections 17.28.010, 17.24.020, and 17.28.030, which allow for a mixed use development with a maximum of 20 dwelling units per net acre. The maximum number of units permitted for the 1.79 net acre site is 36 units. The project is proposing 25 residential units or 14 dwelling units per acre. The HWY 101 SP indicates that residential dwellings in a mixed use development may be permitted in any portion of the building (or buildings) pursuant to a DRP, provided that total residential development does not exceed 40 percent of gross allowable floor area. As designed, the residential floor area is 35.7 percent of the total floor area.

Further, the proposed project complies with the SBMC and the HWY 101 SP regulations, including setbacks, maximum building height, Floor Area Ratio (FAR), and parking requirements.

The SBMC requires developments of five or more units for rent or for sale to comply with the SBMC affordable housing requirements (Chapter 17.70). The Applicant has indicated that the residential units will be for rent. According to SBMC Section 17.70.025, the developers of “for rent” residential projects are required to pay the Affordable Housing Impact Fee (AHIF) in order to satisfy the inclusionary affordable housing requirements. The AHIF for the project is calculated by multiplying the gross square footage of the rental market rate units by the AHIF of $25.28. The total square footage is 33,473 square feet, or $846,197.

The project is also located within the Coastal Zone. As a condition of project approval, the Applicant will be required to obtain a Coastal Development Permit, Waiver, or Exemption from the California Coastal Commission prior to the issuance of a building permit.

Local Coastal Plan (LCP) Land Use Plan (LUP) Consistency: The Solana Beach City Council adopted a Local Coastal Plan (LCP) Land Use Plan (LUP) on February 27, 2013 (amended and certified on June 11, 2014). Although the LUP has been certified by the California Coastal Commission, the Local Implementation Plan (LIP) portion of the LCP has not yet been certified; as such, the provisions of the LUP are considered by the Coastal Commission to be advisory rather than mandatory at this time. The purpose of the LUP is to implement the
State’s goals for the coastal zone. The City’s LUP provides long-term goals that promote the beneficial use of lands in the city and the beach and shoreline for residents and visitors alike. The Proposed Project could be found to be consistent with LCP/LUP. The LUP Land Use Plan designates the property General Commercial (C). This land use category is intended to provide for commercial activities and services of a more intensive nature and includes both visitor serving land uses and land uses likely to be patronized by residents. These uses would be located primarily along major transportation routes and would include major shopping facilities and service centers. In addition, the general commercial uses are intended to accommodate and promote tourist-oriented commercial and pedestrian-oriented uses along Highway 101. The property is not located within either Visitor Serving Commercial Overlay in the LUP. In particular, the proposed Project could be found to be consistent with the policies in Chapter 5—New Development, which includes general policies for new development, and policies for commercial development, residential development, and archaeology. The proposed Project also could be found to be consistent with the policies in Chapter 7—Public Works, including policies for circulation and traffic.

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 subject lot is located within the General Commercial (C) Zone and within the boundaries of the S. Highway 101/Sierra District of the HWY 101 SP. Surrounding properties to the north and south are also located within the C Zone and the S. Highway 101/Sierra District of the HWY 101 SP and are developed with a mixture of commercial uses in one- and two-story structures, several with structured parking. The property immediately east of South Highway 101 is developed with the Coastal Rail Trail (a linear park) and the North County Transit District (NCTD) railroad right-of-way; the South Cedros District of the HWY 101 SP is east of the NCTD railroad. A pedestrian bridge directly across from the southeast corner of Dahlia and South Highway 101 provides access across the NCTD railroad.
tracks from the Coastal Rail Trail to the South Cedros District. Properties to the west, across South Sierra Avenue, are zoned High Residential (HR), which has a maximum allowable density of 13-20 dwelling units per acre, and are developed with multi-story multifamily residential developments with structured parking; these properties are not within the HWY 101 SP.

The proposed project has been designed to generally follow the topography of the site, which slopes generally upward from an elevation of approximately 61 feet above MSL on the west to 68 feet MSL on the east. The majority of the project includes two-story buildings, with a one-story portion of one structure proposed at the southeast corner of Highway 101 and Dahlia Drive. Project design includes various width landscaped planters around the perimeter of the project. The project meets or exceeds all development standards and design guidelines for the S. Highway 101/S. Sierra District of the HWY 101 SP.

No adverse effects upon neighboring properties have been identified or are anticipated to occur from the project implementation. As conditioned, the proposed project gives consideration to the protection of surrounding areas from potential adverse effects and provides protection of the property from adverse surrounding influences. Additionally, the City Council has certified the FEIR for this project found project impacts not to occur, to be less than significant, or to be less than significant with mitigation in all the topic areas analyzed, including, but not limited to, aesthetics, air quality, geology and soils, noise, tribal and cultural resources, biology, hazardous materials, and greenhouse gas emissions (GHG's).

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 project includes a total of seven buildings, with the commercial uses in five buildings and the residential uses in two buildings. All parking would be provided in a two-level underground parking garage; only the entrances to the parking garage would be visible from the public rights-of-way. Commercial offices would occupy both floors of three 2-story buildings, including one building on the west side of the project site facing S. Sierra Avenue and two office buildings located in the center of the site. A fourth two-story building, facing the northeast corner of S. Highway 101, is designed with a ground floor restaurant with office space on the second floor. A fifth commercial building, fronting S. Highway 101, would include a
"to-go" restaurant on the ground floor and another restaurant on the southeast corner of S. Highway 101 and Dahlia Drive. The two restaurants would be separated on the ground floor by an outdoor area, with retail space on the second floor that connects the two first-floor restaurants. Outdoor dining areas are proposed on the east side of the proposed "to go" restaurant facing S. Highway 101, and on the east and south sides of the restaurant at the corner of S. Highway 101 and Dahlia.

The 25 multi-family units are proposed to be located in two separate 2-story structures located on the south side of the site, with one building facing Dahlia Drive and the southwest corner of Dahlia and S. Sierra Avenue, and the other building located parallel to it on the north, with its west end facing S. Sierra. Each unit proposes private open space in the form of patios for the units on the ground floor and balconies for the units on the second floor, which provides additional building articulation and reduced apparent mass.

With the exception of the two interior office buildings and the northernmost residential structure, all structures are oriented to the public streets, and all structures are designed to be easily accessible by patrons and residents from public sidewalks, an interior walkway that runs throughout the site, and from the parking garage via elevators and stairwells.

The HWY 101 SP also includes design guidelines that provide qualitative direction for public and private development in the specific plan area. The design guidelines for the S. Highway 101/S. Sierra District of the HWY 101 SP include automobile-oriented retail uses facing Highway 101 and a transitional edge facing residential neighborhoods on S. Sierra Avenue. Site planning guidelines for the S. Highway 101/S. Sierra District call for projects to provide a visually open building edge on S. Highway 101 that allows deep views into parcels; additionally, no more than 40 percent of the setback can be occupied by buildings and the remaining frontage will have a minimum 20-foot additional setback. The proposed project could be found to meet these guidelines. Rather than a single building façade along S. Highway 101, the project proposes separate buildings to break up mass, with the northern-most and middle commercial buildings separated by an open space that extends into and through the entire site and connects with the sidewalk on S. Sierra; this open space includes a continuous walkway flanked with planters, seating, patios, and synthetic turf area. The first floor "to go" restaurant and the southernmost
restaurant are also separated by open space that connects to
the internal walkway. The majority of the southern-most
restaurant is one story with outdoor dining space located along
the front (facing Highway 101) and wrapping around the corner
to face Dahlia Drive, which provides a stepped effect into the
development from the intersection that minimizes bulk at the
corner. The site plan also varies the setbacks of the buildings
that face South Highway 101, with the middle restaurant set
back farther than the other buildings, with patio dining located
in front. In addition to providing modulation of the project
elevation, the outdoor dining areas activate the frontage on S.
Highway 101. The site plan also varies the setbacks of the
structures that face South Sierra. The design guidelines also
call for buildings to step away from the setback line on S.
Highway 101, with second stories located a minimum of 15 feet
from the setback line. The 2-story buildings that face Highway
101 meet or exceed this requirement.

The design guidelines for mixed use development in the District
include providing residential use on the east side of S. Sierra to
offer a compatible transition between residential uses on the
west side of S. Sierra and office uses to the east. They provide
for residential frontage on the ground floor and above, or
commercial on the ground floor and residential above. The
proposed project is designed such that the west ends of both 2-
story residential buildings would face S. Sierra, with the
driveway ramp to the residential portion of the parking structure
and a 2-story office building comprising the remaining frontage.
The office building on S. Sierra Avenue has been set back to
allow for a 15-foot landscape buffer between the sidewalk and
the building face, and walkways into the site also break up the
project elevation from S. Sierra.

The development standards for mixed use development do not
require a minimum setback on Dahlia Drive, and the design
guidelines do not specifically address site planning for projects
that front Dahlia. The façade of the 2-story residential building
that fronts on Dahlia is proposed to be set back a minimum of
15 feet to allow for a 15-foot landscape buffer between the
sidewalk and the building. The building façade and is further
articulated via patios adjacent to the sidewalk on the ground
floor and balconies on the second floor.

The proposed project’s color palette and materials implement
the HWY 101 SP, and include warm earth tones, cement
plaster with a smooth finish, siding, masonry, exterior porcelain
wall tile, metal siding, metal roofing, and canvas awnings, with accented balconies and raised planters.

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 landscaping development standards for mixed use developments in the C Zone in the HWY 101 SP refer to the SBMC. Per SBMC 17.56.040, the proposed development is subject to the City's Water Efficient Landscape Regulations. In addition, the HWY 101 SP provides area-wide and district-specific design guidelines for landscaping on both public and private property. The HWY 101 SP calls for area-wide landscaping that creates an overall unity for the Specific Plan area through coordination of landscape character of public and private areas. In particular, landscaping for this site should create a memorable, unified image along Highway 101 and a residential character along the east side of S. Sierra that is similar to that of the residential development on the west side of S. Sierra.

The existing site contains developed areas and disturbed vegetation consisting of non-native ornamental and non-native annual plant species. No native species or vegetation communities were identified within the proposed project area. The conceptual landscaping plan for the project proposes 11,668 square feet of irrigated landscape area, 2,354 square feet of BMP (best management practices for stormwater management) planting area, 703 square feet of non-irrigated landscape area, and 20,371 square feet of hardscape areas. Landscaping would include a variety of trees, shrubs, succulents, grasses, synthetic turf, and groundcover throughout the site; no natural turf is proposed.

Perimeter landscaping along S. Highway 101 includes planters in the public right-of-way and planters and trees between the sidewalk and the buildings. The proposed landscaping is consistent with and complements the design theme for City's recently constructed landscaping in the public right-of-way along S. Highway 101. Perimeter landscaping along S. Sierra and Dahlia includes planters and street trees in the public right-of-way, and planters, trees, and bioretention planters (also known as best management practices or BMP planters, which are designed to manage stormwater runoff) between the sidewalk and the buildings. The landscaping along the east and southern property
lines will also provide screening for the onsite tenants and will soften the view of the project from the existing multifamily residential development on the west side of S. Sierra Avenue. Staff notes that since all required parking would be provided in underground parking garages, the Applicant is not required to comply with the landscape requirements of the Off-Street Parking Design Manual (OSPDM).

The proposed landscape species would include native plants and well-adapted species that are responsive to the local climate and limited water resources. The landscape plan would include a water-efficient drip irrigation system and low to moderate water use plants. The landscape plan also incorporates gathering spaces into the open space design concept, including areas for seating, dining, lounging, and playing. A focal rainwater element would be located along Highway 101, which would channel roof drainage through an overhead tunnel with a waterfall to a BMP planter.

The Applicant's conceptual landscape plan has been reviewed by the City's third-party landscape architect who has recommended approval of the conceptual landscape plan. The Applicant would be required to submit detailed construction landscape drawings that would 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 would 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. Proposed landscaping has been conditioned so that the landscaping shall be maintained to ensure that it does not exceed the height of the adjacent rooflines when installed or at maturity.

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.

Mixed use projects in the HWY 101 SP are required to comply with parking standards in the SBMC. The project requires a total of 361 parking spaces for the proposed uses; 366 parking spaces have been provided. All the required automobile and
motorcycle parking spaces would be provided in a two-level subterranean parking garage that extends below the majority of the project site. The parking garage is designed with a total of 47 parking spaces for residential parking on the west side of Level 1, directly below the residential land uses to allow for close proximity to residences and short walking distances. Residential parking would be secured with gate access. Residents would have key cards for access to the residential parking. A total of 313 commercial spaces would be available on both Level 1 and Level 2 of the parking structure. A total of 51 parking spaces would be designated for electric and alternative fuel vehicles, 11 spaces would be equipped to charge electric vehicles, and 11 spaces would be prewired to be EV charging capable. The SBMC requires that developments with over 100 spaces shall designate at least one percent of the total parking space area for motorcycle parking, or four motorcycle parking spaces for this project, the design of which shall conform with the OSPDM. The SBMC requires that general commercial and office uses with 10 or more parking spaces shall provide at least one bicycle parking space per 10 full automobile parking spaces, or 31 spaces for this project, and shall conform with the OSPDM. The SBMC indicates that locking bicycle facilities should be conveniently located near the entrances to buildings for which they serve and when possible, provide weatherproofing or be under cover. Design standards for bicycle spaces are prescribed in the OSPDM. The proposed project meets or exceeds the on-site parking requirements for automobile, bicycle, and motorcycle parking.

Vehicular access to the two-level subterranean parking garage would be provided via one driveway off of Dahlia Drive and one driveway off South Sierra Avenue. Both entrances would provide full movement driveways allowing inbound and outbound movements. The S. Sierra Avenue entrance would be for residents only and the Dahlia Drive entrance would be for the commercial office, retail, and restaurant patrons and employees, the general public, and guests of the residences. The project driveways are proposed to be unsignalized.

The SBMC requires that developments of 25,001 square feet and larger provide a minimum of one loading space, a minimum of 10 feet wide and 35 feet deep. The project proposes a loading space on the ground floor of the project site, accessible through a roll-up door from a driveway on Dahlia Drive. The loading space would be adjacent to the restaurant/retail space. Delivery trucks would be completely
enclosed in the loading space following entry of the truck and closing the roll-up door, similar to a home garage. In addition, a parallel curb space for delivery truck staging and passenger drop-off/pick-up has been provided at the east end of Dahlia Drive in front of the restaurant and proposed onsite commercial loading zone bay.

The project also would provide additional parking spaces in the public right-of-way, including seven reverse-diagonal parking spaces S. Sierra Avenue, which would be an extension of the existing diagonal street parking to the north; 11 standard diagonal parking spaces on S. Highway 101, including two ADA parking spaces; and four parallel parking spaces on Dahlia Drive.

The project site is located within 0.5 miles of the Solana Beach Transit Center. An existing NCTD bus stop is located on the eastern edge of the project site along S. Highway 101. The bus stop and shelter are proposed to be relocated a short distance to the north (in front of the existing CVS site) to accommodate the proposed new on-street diagonal parking spaces on S. Highway 101.

Pedestrian access to the project site would be provided via new and/or improved perimeter sidewalks along S. Highway 101, Dahlia Drive, and S. Sierra Avenue. The east-west combined walkway/open space design of the proposed project also allows for public access through the project site from S. Highway 101 to South Sierra Avenue, as per the design guidelines of the South Highway 101/South Sierra District of the HWY 101 SP. Three staircases and elevators would provide access to the site from the underground parking structure. Pedestrian access to multi-family residential units would be available from Highway 101, Dahlia Drive, and South Sierra Avenue. Pedestrians would access the second level residential units and the underground parking structure via elevators or stairs.

As proposed, the project provides dedications along S. Highway 101, S. Sierra Avenue, and Dahlia Drive. Improvements to S. Highway 101 in the public right-of-way include closing the two existing driveways and improvements to the existing sidewalk, curb, and gutter, installing on-street parking spaces, and installing landscaped planters. The dedication along the entire length of Dahlia Drive will provide half-width road improvements including curb, gutter, and sidewalk, on-street parallel parking spaces, a loading space for
delivery trucks and/or loading/unloading of passengers, and installing landscaping. Dedications along S. Sierra will provide half-width road improvements, including curb, gutter, and sidewalk. reverse-diagonal on-street parking, and landscaping.

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

Grading is proposed in the amount of 49,200 cubic yards of soil to be exported off-site. The project site varies from an elevation of approximately 61 to 68 feet above MSL, sloping upward from west to east. The project has been designed to generally follow the existing contour. The majority of the proposed grading would be required to provide two levels of subterranean parking.

The Engineering Department has included a condition that the Applicant shall participate in the Sand Compatibility and Opportunistic Use Program (SCOUP) and deposit soil exports on city beaches if the Applicant’s soil engineer determines that any or all of the soil to be exported is compatible with beach sediments in accordance with the SCOUP Plan prepared by Moffatt & Nichol, dated March 2006, available on the SANDAG website.

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 be in conformance with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060) and the Off-Street Parking Design Manual. All light fixtures will 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. Adequate lighting shall be provided in all parking areas used by
the public for safe pedestrian and vehicular movement. A minimum lighting level of 0.2 foot-candles is required for all parking areas. All lights provided to illuminate any loading space or parking area shall be designed, adjusted and shielded to avoid casting light toward public roads and adjoining residential properties.

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 is a mixed use development on a lot within the C Zone and does not require common usable open space for residential units. However, as designed, each of the proposed residential units has its own patio or balcony that is directly accessed from the unit. A synthetic turf area is proposed adjacent to the residential portion of the project.

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 the SDP, are being processed concurrently with the Development Review Permit. The CSP will be returned to the City Council at a later date or the City Council will authorize the City Manager and/or Community Development Director to review and approve the CSP at a later date. Although a restaurant use requires approval of a Conditional Use Permit (CUP), the Applicant is not requesting approval of CUPs for the any of the proposed restaurant spaces at this time; instead, the Applicant or a future restaurant operator will be required to apply for a CUP at a later date.

IV. If the development project also requires a permit or approval to be issued by a State or federal agency, the City Council may conditionally approve the development review permit upon the applicant obtaining the required permit or approval from the other agency.

The Applicant is required to obtain approval from the California Coastal Commission prior to issuance of building permits. The FEIR that was certified for this project includes mitigation measures that may require permits or approval from other agencies. The Mitigation Monitoring and Reporting Program (MMRP) was adopted for this project as a part of certification of the FEIR and the mitigation measures are included as conditions of project approval.
B. 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. All development shall be compatible with the topography, vegetation, and colors of the natural environment and with the scenic, historic and recreation resources of the designated areas.

The proposed project has been designed to generally follow the topography of the site, which slopes generally upward from an elevation of approximately 61 feet above MSL on the west to 68 feet above MSL on the east. The existing vegetation onsite is non-native and ornamental and is proposed to be replaced with native and well adapted species that are responsive to the local climate and that coordinate with the landscaping theme in the public rights-of-way along S. Highway 101. The proposed project's color palette would include warm earth tones. Materials for the exterior of the proposed project include cement plaster with a smooth finish, siding, masonry, exterior porcelain wall tile, metal siding, metal roofing, and canvas awnings, with accented balconies and raised planters.

II. The placement of buildings and structures shall not detract from the visual setting or obstruct significant views, and shall be compatible with the topography of the site and adjacent areas. In prime viewshed areas designated in the General Plan, buildings and structures should not be placed along bluff-top silhouette lines or on the adjacent slopes within view from a lagoon area, but should be clustered along the bases of the bluffs and on the mesa tops set back from the bluff-top silhouette lines. Buildings and structures should be sited to provide unobstructed view corridors from the nearest scenic highway, or view corridor road. These criteria may be modified when necessary to mitigate other overriding environmental considerations such as protection of habitat or wildlife corridors.

As noted above, the site is located within a view corridor in the Conservation and Open Space Element and is within 100 feet of the Coastal Rail Trail, which is a significant recreational and scenic resource. The proposed project would be visible from all three key vantage points (KVPs), from S. Highway 101, from the Coastal Rail Trail, and from View Corridor #24. However, the project would not block views of key scenic resources and open space areas within the city. The proposed project has been designed to generally follow the topography of the site. The site is not located along a bluff-top within a prime viewshed as designated in the General Plan or on adjacent slopes within view from a lagoon area.

The proposed design went through the required 30-day public noticing period required for the Structure Development Permit because the proposed residence will exceed 16 feet in height from the pre-existing
grade. The Applicant redesigned the project to address four claims for view assessment that were received, and the claimants subsequently withdrew their claims; therefore, it could be found that the proposed design, as redesigned, would not obstruct significant views.

III. The removal of native vegetation shall be minimized and the replacement vegetation and landscaping shall be compatible with the vegetation of the designated area. Landscaping and plantings shall be used to the maximum extent practicable to screen those features listed in paragraphs (F)(4), (5) and (6) of this subsection. Landscaping and plantings shall not obstruct significant views, either when installed or when they reach mature growth.

The existing site contains developed areas and disturbed vegetation consisting of non-native ornamental and non-native annual plant species. No native species or vegetation communities were identified within the proposed project area. The project is required to comply with the Water Efficient Landscaping Regulations of SBMC 17.56, which require native, non-invasive plant species for any new landscaping. The conceptual landscaping plan includes native plant species and well-adapted species that are responsive to the local climate and limited water resources. The landscape plan would include a water-efficient drip irrigation system and low to moderate water use plants.

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.

Proposed landscaping has been conditioned so that the landscaping shall be maintained to ensure that it does not exceed the height of the adjacent rooflines when installed or at maturity.

IV. Any development involving more than one building or structure shall provide common access roads and pedestrian walkways. Parking and outside storage areas shall be screened from view, to the maximum extent feasible, from either the scenic highway or the adjacent scenic, historic, or recreational resource. Acceptable screening methods shall include, but are not limited to, the use of existing topography, the strategic placement of buildings and structures, or landscaping and plantings which harmonize with the natural landscape of the designated area.

All required parking would be provided in a two-level subterranean parking garage and therefore would be screened from view. The project proposes two access driveways to the underground parking garage. The portion of the parking garage that provides residential parking would be accessed via a driveway off S. Sierra, while the
remainder of the parking would be accessed via a driveway off Dahlia. The required commercial loading area would take access via Dahlia Drive and is proposed to be located inside a portion of the restaurant building located at the southwest corner of S. Highway 101 and Dahlia, and therefore would be screened from view. A connected pedestrian walkway and open spaces would provide common pedestrian access into and through the proposed project.

V. Utilities shall be constructed and routed underground except in those situations where natural features prevent undergrounding or where safety considerations necessitate aboveground construction and routing.

The Engineering Department has placed a condition on the project that requires any new utility services including, but not limited to, electrical and telephone, to be undergrounded. There are no existing overhead utilities surrounding this project. There are a few above ground utility cabinets which will be either relocated, undergrounded, or eliminated.

VI. The alteration of the natural topography of the site shall be minimized and shall avoid detrimental effects to the visual setting of the designated area and the existing natural drainage system. Alterations of the natural topography shall be screened from view from either the scenic highway or the adjacent scenic, historic, or recreational resource by landscaping and plantings which harmonize with the natural landscape of the designated area, except when such alterations add variety to or otherwise enhance the visual setting of the designated area. However, design emphasis shall be placed on preserving the existing quality of scenic resources rather than concealment of disturbances or replacement in kind. In portions of the scenic area overlay zone containing sensitive lands, grading may be severely restricted or prohibited.

The entire site has been disturbed as a result of previous development and the topography no longer exists in a natural condition, nor are there sensitive lands. The proposed project has been designed to follow the existing topography of the site, which varies from an elevation of approximately 61 to 68 feet above MSL, sloping upward in an easterly direction. The majority of the grading would be required to provide the subterranean parking garage.

VII. Off-site signs shall be prohibited in areas subject to the scenic area overlay zone, except temporary real estate signs pursuant to SBMC 17.64.060. The number, size, location, and design of all other signs shall be consistent with the Comprehensive Sign Ordinance (Chapter 17.64 of the SBMC) and shall not detract from the visual setting of the designated area or obstruct significant views.
The Applicant provided a proposed Comprehensive Sign Plan (CSP) for the City Council’s consideration. Staff has not had adequate time to review the most recently submitted CSP for compliance with the SBMC. Therefore, Staff recommends that the City Council either direct that the CSP be returned to the Council for review or authorize the City Manager and/or Community Development Director to review and approve the CSP as provided for in the SBMC. Staff recommends that the completed CSP be submitted for consideration by Staff or the City Council within ninety (90) days following approval of the DRP and SDP.

VIII. The interior and exterior lighting of the buildings and structures and the lighting of signs, roads and parking areas shall be compatible with the lighting permitted in the designated area. All exterior lighting, including lighting in designated “dark sky” areas, shall be in conformance with SBMC 17.60.060 (Exterior Lighting Regulations).

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

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

Maximum building height of structures in the C Zone in the South Highway 101/South Sierra District of the HWY 101 SP is 35 feet. As part of the permit application for the previously proposed American Assets Trust (AAT) project, temporary story poles were erected on the project site in December 2015 to show the height and general outline of the previously proposed structures. After notice was issued to residents within 300 feet of the project site, the City received two claims of potential view impairment. The claims were evaluated by the VAC on March 17, 2015 and the VAC recommended denial of the project due to the inability to make the required findings. Given that the AAT project did not proceed, these two claims were given a “pending” status and were considered valid claims for the currently proposed Project.

As part of the proposed Project’s permit application, revised story poles were installed and certified on November 17, 2017 to show the height and outline of the currently proposed structures. As certified, the story poles show a maximum building height of 32.5 feet from the proposed grade. A public notice was issued to residents within 300 feet of the project area on February 16, 2018, notifying them of the proposed Project. A corrected notification was subsequently issued on February 21, 2018. The deadline for residents to submit a view
assessment claim was March 19, 2018. Two new applications for view assessment were received, in addition to the two “pending” claims from the previous AAT project, for a total of four view assessment claims.

The Project was reviewed by the VAC on May 15, 2018. The Commission voted to continue the project to a later date to give the Applicant time to work with the claimants and revise the proposed Project. In response, the Applicant proposed a revised project design that reduces the proposed building heights. The highest point of the revised string line was certified at the location of Story Pole #47 at a height of 96.1 feet above MSL. The string line of the tallest portion of the structure as measured from the lower of the existing or proposed grade was certified at 32.2 feet above the existing grade at the location of Story Pole #57. The heights of the story pole string lines were lowered to reflect the revised building heights, although the original story poles were not changed. The heights of the string lines were certified by a licensed land surveyor on May 29, 2018.

The project was scheduled for the June 19, 2018 meeting. The Commission again voted to continue the meeting to a later date to give the Applicant additional time to work with the claimants to revise the proposed project. After working further with the view claimants, the Applicant again redesigned the proposed Project by reducing the height of the residential, retail, and restaurant buildings, and the claimants withdrew their applications for view assessment. As a result, the SDP will be issued administratively with the DRP should the Council make the findings to certify the EIR and approve the project. The Applicant will be required to show compliance with the approved maximum height and three-dimensional building envelope that was approved by the SDP at the time of submittal for a building permit and also prior to requesting a framing inspection.

5. CONDITIONS

Prior to use or development of the property in reliance on this permit, the Applicant shall provide for and adhere to the following conditions:

A. Community Development Department Conditions:

   I. The Applicant shall pay required Public Facilities Fees and Park Fees, as established by SBMC Section 17.72.020 and Resolution 1987-36.

   II. The Applicant shall pay the required Regional Transportation Congestion Improvement Program (RTCIP) Fee, per dwelling unit, prior to building permit issuance.
III. The Applicant shall pay the required Public Art Fee prior to building permit issuance. If the proposed public art is approved by the Council and installed according to the approved plan, the Public Art Fee can be refunded at the building final inspection.

IV. The Applicant shall pay the required Affordable Housing Impact Fee in the amount of $846,197.00 prior to building permit issuance.

V. Building Permit plans must be in substantial conformance with the plans presented to the City Council on July 10, 2018 and located in the project file dated July 10, 2018.

VI. Prior to requesting a framing inspection, the Applicant will be required to submit a height certification, signed by a licensed land surveyor, certifying that the maximum building height of the structure does not exceed 96.1 feet above MSL at Story Pole #47, and 32.2 feet above the existing grade as measured from the lower of the existing or proposed grade at the location of Story Pole #57, and is in conformance with the plans as approved by the City Council on July 10, 2018 and the certified story pole plot plan.

VII. All onsite fences, walls, retaining walls, hedges, other dense landscaping, and/or any combination thereof, shall comply with applicable regulations of SBMC Section 17.60.070 (Fences, Walls, and Retaining Walls).

VIII. The Applicant shall obtain required California Coastal Commission (CCC) approval of a Coastal Development Permit, Waiver or Exemption as determined necessary by the CCC, prior to the issuance of a grading or building permit.

IX. The Applicant will be required to provide a full Landscape Documentation Package in compliance with SBMC Chapter 17.56 prior to building permit issuance, which will be reviewed and inspected by the City’s third-party landscape professional.

X. Native or drought tolerant and non-invasive plant materials and water conserving irrigation systems shall be incorporated into proposed landscaping to the extent feasible.

XI. Landscaping shall be maintained to ensure that it does not exceed the height of the adjacent rooflines when installed or at maturity.

XII. LANDSCAPE PLAN
(a) **Tree Mix**: The mix of trees shall be at least 60% evergreen and 40% deciduous.

(b) **Quantity of Landscaping**: At a minimum, the quantity of trees and other vegetation shown on the Landscape Plan shall be permanently maintained.

(c) **Quality**: Trees and other vegetation shall be the same or better architectural significance, design value and quality as shown on the Landscape Plan and shall be permanently maintained.

(d) **Requirement to Maintain Trees and Vegetation**: The landscape buffer areas shall be permanently maintained with trees and vegetation that have a level of architectural significance, design value and quality that is substantially the same or better than as shown on the Landscape Plan. Such trees and other vegetation shall not be removed unless concurrently replaced.

(e) **Removal and Replacement**: Trees and other vegetation shall not be removed without concurrently replacing same. When replacing trees and other vegetation, the same or better level of architectural significance, design value and quality shown on the Landscape Plan. Replacement trees shall be of equal or larger size as the trees being removed.

(f) **Final Landscape Plan**: The City Council has approved the "conceptual landscape plan." The "final landscape plan" shall be submitted to the City Council for approval. Selection of the tree species (including the height of trees at maturity) and placement of the trees along South Sierra Avenue for the final landscape plan shall consider and mitigate potential for blocking views of residences located on South Sierra Avenue that filed view claims concerning this Project.

XIII. **LANDSCAPE BUFFER AREA**

(a) **Landscape Buffer Areas**: A "landscape buffer area" shall be provided and maintained between each respective building facade and the adjacent edge of the sidewalk closest to the building façade where adjacent to the public right-of-way and the area between the building facades and the northern property line. The landscape buffer areas shall be planted with trees and vegetation that provide at least ninety percent (90%) coverage of the landscape buffer area.

Landscape buffer areas shall be provided for the office building and residential apartment building fronting South Sierra Avenue, for the
residential apartment building fronting Dahlia Drive, and along the northern property line of the Project between the property line and the facades of the office buildings and retail building.

The landscape buffer areas shall be established and maintained as follows:

(i) **South Sierra Avenue Office Building Landscape Buffer Area:** A minimum seventeen (17) foot wide landscape buffer area between the sidewalk and the west side building facade of the office building shall be maintained.

(ii) **South Sierra Avenue Apartment Building Landscape Buffer Area:** A minimum thirteen (13) foot wide landscape buffer area between the sidewalk and the west-facing building facade of the residential apartment building shall be maintained.

(iii) **Dahlia Drive Landscape Buffer Area:** A minimum seventeen (17) foot wide landscape buffer area between the sidewalk and the south-facing building facade of the residential apartment building shall be maintained. This landscape buffer area shall begin at South Sierra Avenue and continue easterly on Dahlia Drive up to the truck loading/rideshare area located on the east side of the restaurant space located at the southwest corner of the Project site.

(iv) **North Property Line Landscape Buffer Area:** A five (5) foot wide landscape buffer area between the north-facing building facade and the property line shall be maintained.

(b) **Requirement to Maintain Minimum Size of Landscape Buffer Areas:** The minimum dimensions (i.e., distance east to west, and north to south) and size of the landscape buffer areas referenced herein as set forth herein shall be maintained and shall not be reduced. No portion of any landscape buffer area shall be converted to patios, decks, walkways, or other non-landscape uses.

(c) ** Exceptions to Landscape Buffer Area - Walkway Between Sidewalk and Entrance to Office Building:**

(i) **Entances to Office Building from South Sierra Avenue:** For the office building that is located contiguous with and has frontage on South Sierra Avenue, no more than two (2) entrances shall be provided on the west side of this office building fronting Sierra Avenue.
(ii) **Walkways to Entrances of Office Building from South Sierra Avenue:** Only one walkway from the sidewalk along South Sierra Avenue shall be provided to each entrance door on the west side of the office building located on South Sierra Avenue. Each entrance door walkway shall not be wider than twelve (12) feet, including any built-in benches, seating, planters, or other improvements on or associated with the walkway.

(iii) Except as expressly permitted herein, no patios, decks, walkways, or other non-landscape uses are permitted in any of the landscape buffer areas referenced herein.

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

XV. 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.

XVI. Adequate lighting shall be provided in all parking areas used by the public for safe pedestrian and vehicular movement. A minimum lighting level of 0.2 foot-candles is required for all parking areas. All lights provided to illuminate any loading space or parking area shall be designed, adjusted, and shielded to avoid casting light toward public roads and adjoining residential properties. Light standards shall not exceed 16-feet in height, unless approved by discretionary permit.

XVII. The on-site lighting in the subterranean parking garage is required to remain in good working condition 24 hours per day.

XVIII. The building plans for the parking garage shall provide the quantity of parking spaces shown on the plans dated September 15, 2017 and the spaces shall be in compliance with the City's Off-Street Parking Manual. The plans for the parking garage shall number each individual parking space and shall be reviewed by the City's third party reviewer to determine that the plans comply with the City's Off-Street Parking Manual.

XIX. Set Back of Office Building Facade (Distance Between West Building Facade of Office Building and Curb). The building facade on the west side of the office building on South Sierra Avenue shall be set back from the edge of the sidewalk that is closest to the west side building facade the following distances:
(a) First Floor: The first floor level shall be set back a minimum of seventeen (17) feet from the edge of the sidewalk that is closest to the west side building facade; and

(b) Second Floor: The second floor level shall be set back a minimum of sixteen (16) feet from the edge of the sidewalk that is closest to the west side building facade.

XX. BUILDING HEIGHTS

(a) Finished Building Heights: The maximum finished height of all buildings and structures of the Project shall not exceed the maximum finished heights set forth in the written agreements entered into between the Applicant and the four parties that filed Applications for View Assessment against the Project. The maximum building heights set forth in the four Agreements are incorporated herein by reference.

(b) Confirm Building Heights Before Framing Inspection: Within twenty days after City Council's conditional approval of the Development Review Permit for this Project, Applicant shall prepare and submit to the City Manager a chart in the form and content acceptable to the City Manager which at a minimum sets forth the following information for each roof or roof section of each building in the Project: (i) The story pole number of each of the four corners (approximate) of each roof or roof section (e.g., there are three roof sections on the residential apartment building); (ii) The maximum height (MSL) of the completed framing for each of the four corners (approximate) of each roof or roof section; and (iii) The maximum finished height (MSL) for each of the four corners of each roof or roof section after installation of roofing materials, parapet walls, if any, HVAC mechanical equipment, and related screening. The foregoing maximum heights shall be consistent with the maximum finished heights set forth in the written agreements entered into between the Applicant and the four parties that filed Applications for View Assessment against the Project.

XXI. ROOF DECKS

Second Floor Level and Third Floor Level Roof Decks: No shade structure, device, equipment, or facility designed to provide shade or otherwise cover the deck area, including but not limited to support poles and sail shades, trellis, or retractable awning, shall be temporarily or permanently installed or maintained on any second floor level or third floor level roof deck. However, an awning may be installed and attached to the exterior wall of the building directly above any access door to the deck area if the awning does not
exceed the following dimensions: the length of the awning is equal to the width of the access door to the deck and the awning does not extend more than three feet from the exterior wall where the access door is located. Notwithstanding the foregoing, free-standing moveable market umbrella(s) may be temporarily placed on the deck to provide shade when the deck is occupied.

XXII. EXTERIOR MATERIALS

(a) Materials Approved: The Project shall be constructed with exterior materials that are of high architectural and design quality and are of the same type and design and of the same appearance, finish, and architectural design significance and are substantially the same or better quality as the exterior materials shown in the plans, illustrations, photographs, photo and electronic simulations, renderings, and other visual and graphic images submitted by the Applicant and presented to the City Council for consideration and approval of this Project.

(b) Colors and Materials Sample Board: Within twenty (20) days after City Council’s conditional approval of the Development Review Permit for this Project, Applicant shall prepare and submit for approval by the City Manager a sample board that provides samples of the exterior colors and materials.

XXIII. PARKING

(a) No Charge for Parking: There shall not be any charge or fee to park in the parking garage for the Project. Therefore, for the purpose of example and not for limitation, there shall not be any charge to park in the parking garage for any tenants of the Project or their respective employees, customers, invitees, guests, visitors, and contractors that provide services to tenants of the Project. An exception to this requirement shall be charges associated with the Electric Vehicle (EV) charging stations provided for the commercial parking spaces.

(b) Access to Parking Garage: Tenants of the office, retail, and restaurant spaces and their respective employees, guests, customers, and service providers shall be provided a separate segregated area in the parking garage as shown on the building plans that have been submitted to the City Council for approval. They shall access the parking garage using the entrance located on Dahlia Drive.

Tenants of the residential apartment building shall be provided a separate segregated area in the parking garage as shown on the
building plans that have been submitted to the City Council for approval. Tenants of the residential apartment building shall access the parking garage using the entrance located on South Sierra Avenue. Their access may be regulated with an "access card" or other managed parking system. Parking for visitors of the tenants in the residential apartment building will be allowed to park free of charge in the portion of the parking garage provided for tenants of the offices, retail, and restaurant spaces and their customers.

(c) No Assigned Parking Spaces: Except for tenants of the residential apartment building, parking spaces shall not be assigned or otherwise reserved for any tenants of the Project or their respective employees, customers, and guests.

XXIV. RETAIL AND RESTAURANT USES

Street Level Space along South Highway 101: The street level space (first floor level) of the three buildings that have frontage along South Highway 101 shall only be leased, occupied, and used for retail trade establishments and restaurant uses as those uses are defined in the Solana Beach Municipal Code (SBMC). The southern-most of these three buildings shall only be used as a restaurant. The street level space (first floor level) of the middle building shall only be used as a restaurant. The street level space (first floor level) of the northern-most of the three buildings shall only be used as retail, restaurant, or food service uses.

XXV. RESIDENTIAL APARTMENT BUILDING

Long Term Rentals: The residential apartments shall be rented and/or subletted for periods of thirty (30) days or longer. This restriction shall be included in all leases and rental agreements for the apartments.

XXVI. CONDOMINIUM DOCUMENTS

(a) Approval of Condo Documents: The approval of the Development Review Permit (DRP) is conditioned upon the City Council's review and approval of the terms, conditions, and provisions of the documents for the formation and operation of the condominium project (collectively the "Condo Documents"), including but not limited to the following: Declaration of Covenants, Conditions, and Restrictions; Condominium Plan; reciprocal easements; the Articles of Incorporation and Bylaws for the corporate entity that will constitute the Owners' Association; any management, operating, or other agreements concerning the formation and operation of the
Project; and any documents that allocate or regulate the rights and responsibilities of the owners of the condominiums and/or the occupants, visitors, customers, or invitees thereof.

(b) Amendment of Condo Documents: The Condo Documents shall include provisions approved by the City Council which require that the owners shall obtain the approval of the City Council as a condition precedent before any amendment of any document or agreement that is a Condo Document can become effective.

(c) Parking Spaces: The Condo Documents shall include provisions approved by the City Council which require that the parking spaces in the portion of the Project's parking garage provided for commercial tenants (e.g., offices, retail, and restaurant uses) shall be and remain "common area" and shall be available for use by all commercial tenants and their employees, customers, and invitees and visitors of the tenants of the residential apartment building. No parking spaces shall be assigned, sold, conveyed, transferred to any condominium owner or otherwise reserved for any condominium owner or their tenant(s), employees, customers, and invitees.

(d) BUILDING MAINTENANCE

Office Buildings and Common Areas: The office buildings and all common areas of the Project shall be maintained as "Class A" Office buildings as this term is customarily used in the commercial leasing industry during the life of the Project.

XXVII. CORRECTION OF BUILDING PLANS SUBMITTED FOR THE DEVELOPMENT REVIEW PERMIT

Corrected Version of Building Plans: The latest version of the building plans for the DRP that the Applicant has submitted to the City in connection with this application (Case #17-14-08) shall be corrected and updated so that they are substantially consistent with and conform to the building plans last submitted by the Applicant to the City as Sheet A1.0 (Site Plan), Sheet A1.1 (FAR Calculations), and Sheet L-1 (Conceptual Landscape Plan) which set forth Applicant's intended final version of the Project (as represented by the Applicant to the City Manager).

XXVIII. KIOSKS

Kiosk Locations: No Kiosk shall be located on the sidewalk adjacent to the Project or within the public right-of-way.
XXIX. ACCESS TO COMMON AREA

Public Access to Common Area: The common area of the Project, including the courtyard area located between the residential apartment building on the south side, the office buildings on the north side, and the retail and restaurant buildings on the east side of the Project, shall remain open for public access. The “Findings of Fact” (page 4) of the EIR for this Project refers to this open area as the “east-west open space spine that would serve as a public walkway from Highway 101 through the development to South Sierra Avenue.”

XXX. PUBLIC ART

City Council Approval: If the Applicant elects to incorporate and install public art in the Project, the Applicant shall submit its proposal to the City's Public Arts Commission (“PAC”) for review and consideration. Thereafter, the recommendation of the PAC concerning the proposed art shall be submitted to the City Council for approval.

XXXI. Construction shall only occur between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and between the hours of 8:00 a.m. and 7:00 p.m. on Saturday. Construction activities shall not occur on Sunday or holidays.

XXXII. Although the project plans indicate spaces for three restaurants, this project approval does not specifically entitle the Applicant or a future applicant restaurant operator(s) to operate a restaurant. Prior to operating any restaurant, with or without service of any alcoholic beverage on-site, the Applicant or restaurant operator(s) shall obtain a Conditional Use Permit for each restaurant. If any application for a restaurant includes a request for service of any alcoholic beverage on-site, the Applicant or restaurant operator will be required to demonstrate to the satisfaction of the Community Development Director, application and approval of an applicable alcohol beverage permit from the State of California Alcohol Beverage Control (ABC), as well as additional conditions the City may impose. Additionally, live entertainment is not permitted with this project approval. Should the Applicant or any other future applicant desire to have live entertainment at any establishment, the Applicant shall apply for and obtain an Entertainment Establishment License prior to any live entertainment.

XXXIII. All businesses shall comply with the sound level limits established by Solana Beach Municipal Code Section 7.34.040 during hours of operation.
XXXIV. All business identification signage shall comply with the sign regulations established by Solana Beach Municipal Code Section 17.64 (Comprehensive Sign Ordinance) and with the approved comprehensive sign plan. Any proposed signage will require a separate sign and/or building permit approved by the City of Solana Beach prior to the installation of any sign. Tenants shall receive landlord approval for the proposed signage prior to the issuance of sign and/or building permits. Any proposed signage that is not in compliance with the approved comprehensive sign plan will require the Applicant or tenant to process a comprehensive sign plan modification under the discretion of the Community Development Director.

XXXV. All of the conditions of this project are continuing conditions. Failure of the Applicant to comply with any or all of said conditions at any time may result in the revocation of the permits granted for the development and use of the property.

XXXVI. All project plan sheets that were not updated from the original submittal shall be corrected to be consistent with the site plan reviewed and approved by City Council. Revised plans shall be submitted to the Community Development Department to the Director’s satisfaction prior to plan check submittal.

XXXVII. The on-street loading space on Dahlia Drive shall be restricted to use by commercial truck deliveries and drop-off and pick-up of passengers by on-demand car services or valet services. No public parking shall be permitted. The curb adjacent to the on-street loading space shall be painted white, and one or more signs, to the satisfaction of the Engineering Department, shall be posted adjacent to the space that includes the following information, in a form to be approved by the Engineering Department: "Commercial truck deliveries shall be prohibited between the hours of 2:00 p.m. and 10:00 a.m. On-demand car services or valet services shall be prohibited only when commercial loading activities are occurring within their designated loading times. Limitations regarding the use of the on-street loading space shall be required as part of all commercial tenant agreements. The sign(s) shall include the above-referenced hours and a phone number for receptors to report any violations to the City of Solana Beach Code Compliance Division. The Code Compliance Division shall be responsible for issuing a fine or similar penalty for any violations."

XXXVIII. Prior to the issuance of building permits, the project Applicant shall demonstrate to the City Manager that the project has
an agreement in place to purchase 100 percent green power (electricity) from the City's Community Choice Aggregation (CCA) program, Solana Energy Alliance (SEA) "SEA Green" product, or, if this program is not in place, any successor CCA program or the San Diego Gas & Electric EcoChoice program. All future commercial and residential tenant agreements for the proposed project land uses shall require that all tenants opt in to either the City's SEA Green program (100 percent renewable power) or, if this program is not in place, any equivalent SEA successor program, or the San Diego Gas & Electric EcoChoice program. The purchase must be sufficient to offset all remaining electricity demand from the project (currently estimated at 1.6 million kwh/year, which is equivalent to 465 MTCO2e/year) that is not provided by on-site solar power, such that all of the project's electricity demand is met through renewable sources. Final electricity demand and on-site solar power generation estimates shall be determined by a registered electrical engineer, retained by the project Applicant and approved by the City, prior to entering into the agreement with San Diego Gas & Electric and/or the City. If the EcoChoice program is the only option, proof of enrollment in the EcoChoice program shall be provided to the City prior to obtaining building permits. The project applicant shall be responsible for paying the monthly program fee. In the event the EcoChoice program is full for commercial customers, the project applicant shall enroll in the EcoChoice waitlist, and permits shall not be issued until the project is enrolled in the City's SEA Green program or the SDG&E EcoChoice program to offset the remaining electricity demand currently set at 1.6 million kwh/year.

XXXIX. Prior to the issuance of building permits, the project Applicant shall implement a local carbon reduction offset program consistent with the City's Climate Action Plan and subject to the approval of the City Manager. The local offset program shall be demonstrated to the satisfaction of the City Manager to achieve an emissions reduction of at least 651 metric tons carbon dioxide equivalent (MTCO2e) per year for 30 years, which equates to a total of 19,530 MTCO2e. A portion of the project's required GHG emission reductions within the City shall be accomplished by implementing the following programs:

a. Provide an additional eight (8) on-site electric vehicle (EV) charging stations for the proposed residential use, at a cost comparable to that offered at charging stations elsewhere in the City of Solana Beach, which is equivalent to offsetting 90 MTCO2e per year. "Prewire" and prepare eleven (11) residential spaces so they are EV charger ready.

b. Provide an additional forty-six (46) on-site electric vehicle charging stations for the proposed commercial use, at a cost
comparable to that offered at charging stations elsewhere in the City of Solana Beach, which is equivalent to offsetting 85 MTC02e per year. The chargers are to be sited, to the extent feasible, in spaces most convenient to those seeking parking in the commercial portion of the garage.

c. Provide two (2) electric vehicle charging stations at the proposed reverse-diagonal parking spaces on South Sierra Avenue adjacent to the project site, at a cost comparable to that offered at charging stations elsewhere in the City of Solana Beach, which is equivalent to offsetting 280 MTC02e per year.

d. Contribute towards a regional bike-share program in an amount equivalent to providing 12 shared electric bicycles, which is equivalent to offsetting seven MTC02e per year.

Note: All EV chargers shall be Level 2 (240 volt; minimum 30 amp, 7.2 kW) or DC Fast Charger (480 volt). Pre-wired spaces shall accommodate minimum 24 kW charging.

Alternatively, and only if it can be demonstrated to the City Council that local programs cannot be feasibly implemented to fully offset 651 MTC02e annually for 30 years, the project Applicant shall purchase California Air Resources Board-approved CO2e offset credits to satisfy this mitigation requirement. There are currently three approved registries recognized by the State of California that implement established carbon offset programs: Climate Action Reserve; American Carbon Registry; and Verified Carbon Standard. Programs supported by the carbon offset programs include restoring wetlands, avoiding conversion of grasslands to crop production, capturing methane gas from landfills and/or manure, and supporting urban forestry. The Applicant shall submit documentation of the offset purchase to the City Manager demonstrating that it mitigates 651 MTC02e per year for 30 years, as provided by the approved registry, prior to the issuance of building permits.

XL. At least 10 working days prior to demolition or removal of existing on-site structures, the project Applicant shall submit an Asbestos Removal, Renovation, and Demolition Operations Notice of Intentions to the County of San Diego Air Pollution Control District. The Notice of Intentions must include:

a. The name and company of the person completing the notification form.
b. The type of notice (i.e., whether the notice is an original notification, a revision to an existing notification, including the type of revision, or a cancellation of an existing notification).

c. Type of operation (i.e., whether the operation(s) is a renovation, demolition, emergency renovation, emergency demolition, or planned renovation).

d. The facility name, address, building number, suite number, room number, city, state, and zip code.

e. The facility owner's name, address, city, state, zip code, contact person and title, and phone number.

f. The removal contractor's name, address, city, state, zip code, contractor's license number, contact person and title, and phone number.

g. The demolition contractor's name, address, city, state, zip code, contractor's license number, contact person and title, and phone number.

h. A description of the facility, including the number of floors, the number of dwelling units, age of the facility, and the past and present use of the facility.

i. Scheduled start and completion dates of renovation operations and/or of demolition operations.

j. The work practices, equipment, and engineering controls to be used in demolition operations.

k. Description of procedures to be followed in the event that unexpected regulated asbestos-containing material (RACM) is found or any Category I Nonfriable asbestos-containing material (ACM) or Category II Nonfriable ACM becomes crumbled, pulverized, broken into smaller pieces, or reduced to powder.

l. The name, address, city, state, zip code, contact person and title, and phone number of the waste transporter for all demolition debris containing no asbestos.

m. A certification that at least one person trained in accordance with San Diego Air Pollution Control District Regulation XII, District Rule No. 1206 Subsection (f)(8) will supervise the stripping and removal described by this notification.

n. Information about the individual conducting the facility survey
including: name, company, title, mailing address and phone number, and the certification number for the Environmental Protection Agency (EPA) approved Building Inspector Course passed by the individual.

o. The condition of each ACM identified by the facility survey to be removed, stripped, or disturbed, or a statement that no ACM to be disturbed by renovation or demolition operations has been identified at the facility.

p. The procedure(s), including analytical methods, used to detect the presence of RACM, Category I Nonfriable ACM, and Category II Nonfriable ACM.

q. For all ACM to be removed, stripped, or disturbed, the categorization of each material containing more than one percent asbestos as friable ACM, Category I Nonfriable ACM, or Category II Nonfriable ACM.

r. A description of the facility components containing ACM to be removed, stripped, or disturbed.

s. An estimate for the total amount of ACM to be removed, stripped, or disturbed from the facility including the surface area in square feet of other facility components, or volume in cubic feet if square footage cannot be established in the course of renovation or demolition operations regulated by this rule.

t. The specific work practices, equipment, and engineering controls that will be used to remove each ACM.

u. The name, address, city, state, zip code, contact person and title, and phone number of the waste transporter for all ACWM.

v. The name, address, city, state, zip code, and phone number of the waste disposal site for all ACWM.

w. In addition, a copy of the Asbestos Survey must be maintained on site for the duration of the project.

XLI. Commercial truck deliveries to the project shall be prohibited between the hours of 10:00 p.m. and 8:00 a.m. Limitations on truck deliveries shall be required as part of all commercial tenant agreements. A sign shall be posted at the loading dock entrance that includes the loading dock hours and a phone number for receptors to report any violations to the City of Solana Beach Code Compliance Division. The Code Compliance Division shall be responsible for issuing a fine or similar penalty for any violations.
XLII. Use of outdoor patios associated with commercial restaurant and retail uses or operation of devices for amplifying sound or music on the project site shall be limited to the hours of 8:00 a.m. to 10:00 p.m., in accordance with SBMC Section 7.34.140(B)(5). Hours of patio operation shall be required to be posted on restaurant and retail use storefronts as a notice to customers. Limitations on outdoor patio use shall be required as part of all commercial tenant agreements. Hours of patio operation and a phone number for receptors to report any violations to the City of Solana Beach Code Compliance Division shall be posted in the public plaza. The Code Compliance Division shall be responsible for issuing a fine or similar penalty for any violations.

XLIII. The construction contractor shall provide written notification to all residential units located within 95 feet of the property boundary and commercial land uses within 80 feet of the property boundary at least three (3) weeks prior to the start of construction activities informing them of the estimated start date and duration of daytime vibration-generating construction activities. This notification shall include information warning about the potential for impacts related to vibration-sensitive equipment.

XLIV. The project applicant shall implement the following measures during construction of the proposed project:

a. Prior to issuance of any construction permits, an 8-foot-height construction noise barrier shall be constructed along the western property line to reduce construction noise. The noise barrier shall be continuous with no openings or gaps within its entirety. It will be constructed of “Quilted Barrier Absorber” Type: BBC-13X manufactured by Sound Seal, or equivalent. Product specification for Type BBC-13X is presented in the ABC Acoustics noise technical study (April 2018) provided in Appendix H to the EIR.

b. During construction, idling time for all equipment shall be limited to five minutes or less.

c. Prior to the start of each phase of construction, the staging area for the phase shall be sited to maximize the distance between construction equipment staging areas and occupied residential areas.

d. During construction, use of electric air compressors and similar power tools, rather than diesel equipment, shall be used.

e. During construction, stationary construction equipment shall be
placed such that emitted noise is directed away from or shielded from sensitive noise receivers.

f. During construction, stockpiling and vehicle staging areas shall be located as far as practical from noise-sensitive receptors.

XLV. If construction activity occurs during the breeding season for raptors and other birds (January 1 through September 15), the project applicant shall retain a qualified biologist to conduct a biological survey for nesting bird species within the proposed impact area and a 300-foot buffer within 72 hours prior to construction. This survey is necessary to ensure avoidance of impacts to nesting raptors (e.g., Cooper’s hawk and red-tailed hawk) and/or birds protected by the federal Migratory Bird Treaty Act. The qualified biologist shall submit a written report of the survey results to the City’s Community Development Department for review and approval prior to the commencement of any construction activity on the project site. If any active nests are detected, the area shall be flagged and mapped on the construction plans along with a minimum 300-foot buffer and up to a maximum of 500 feet for raptors, as determined by the project biologist, and shall be avoided until the nesting cycle is complete. Subject to consultation with and the prior written approval of the City’s Community Development Department, the project biologist may reduce the avoidance buffer if a reduced buffer maintains protection of the nesting cycle of the avian species.

B. Fire Department Conditions:

I. FIRE HYDRANTS AND FIRE FLOWS: The applicant shall provide fire hydrants of a type, number, and location satisfactory to the Solana Beach Fire Department. A letter from the water agency serving the area shall be provided that states the required fire flow is available. Fire hydrants shall be of a bronze type. Multi-family residential or industrial fire hydrants shall have two (2) 4" inch and two (2) 2 ½" inch NST outlets.

   a. Fire Flow shall be provided per CFC Appendix B. A maximum reduction in fire flow of is 50 percent with an approved fire sprinkler system.

   b. Fire hydrants shall be provided per CFC Appendix C (number, spacing, and type)

II. AUTOMATIC FIRE SPRINKLER SYSTEM: Structures shall be protected by an automatic fire sprinkler system designed and installed to the satisfaction of the Fire Department.
a. All buildings/occupancies shall be protected with NFPA 13 fire sprinkler systems.

b. NFPA 13 fire sprinkler systems shall not be used for area increase or height increase per the approved Alternate Materials & Methods Mitigation.

III. ACCESS ROAD MINIMUM DIMENSIONS: Fire apparatus access roads shall have an unobstructed improved width of not less than 20 feet; curb line to curb line, and an unobstructed vertical clearance of not less than 13 feet 6 inches. Access roads shall be designed and maintained to support the imposed loads of not less than 75,000 pounds and shall be provided with an approved paved surface to provide all-weather driving capabilities.

IV. GATES: All gates or other structures or devices, which could obstruct fire access roadways or otherwise hinder emergency operations, are prohibited unless they meet standards approved by the Solana Beach Fire Department. An approved emergency key-operated switch and/or an approved emergency traffic control-activating strobe light sensor shall be installed per Solana Beach Fire Department standards. Emergency egress and access shall meet the requirements of the CBC and CFC.

V. RESPONSE MAPS: Any new development, which necessitates updating of emergency response maps by virtue of new structures, hydrants, roadways or similar features, shall be required to provide map updates and shall be charged a reasonable fee for updating all response maps.

VI. CONSTRUCTION MATERIALS: Prior to delivery of combustible building construction materials to the project site all of the following conditions shall be completed to the satisfaction of the Fire Department:

a. All wet and dry utilities shall be installed and approved by the appropriate inspecting department or agency.

b. As a minimum the first lift of asphalt paving shall be in place to provide a permanent all-weather surface for emergency vehicles; and

c. Water supply for fire protection (fire hydrants and standpipes) shall be installed, in service and accepted by the Fire Department and applicable water district.
VII. OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION: All roadways shall be a minimum of 20 feet in width during construction and maintained free and clear, including the parking of vehicles, in accordance with the California Fire Code and the Solana Beach Fire Department. A phasing and staging plan shall be submitted for review and approval.

VIII. ADDRESS NUMBERS: Street Numbers: Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: 4" high with a ½" inch stroke width for residential buildings, 8" high with a ½" stroke for commercial and multi-family residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear access doors, building corners, and entrances to commercial centers. Directories shall provide to identify buildings/addresses.

IX. SMOKE DETECTORS/CARBON MONOXIDE ALARMS/FIRE SPRINKLER SYSTEMS: Smoke detectors/carbon monoxide/fire sprinklers shall be inspected by the Solana Beach Fire Department.

X. CLASS "A" ROOF: All structures shall be provided with a Class "A" Roof covering to the satisfaction of the Solana Beach Fire Department.

XI. WET STANDPIPE SYSTEM: A Class I or Class III combined wet standpipe system is required. Standpipe system shall be designed and installed per NFPA 14 and Solana Beach Fire Department requirements.

XII. FIRE ALARM SYSTEM: A California State Fire Marshal listed fire alarm system is required and shall be designed and installed per NFPA 72, California Fire Code, and Solana Beach Fire Department requirements.

XIII. SOLAR PHOTOVOLTAIC INSTALLATIONS (Solar Panels): Solar photovoltaic systems shall be installed per the California Fire Code and Solana Beach Fire Department requirements.

XIV. FIRE COMMAND CENTER: A fire command center shall be provided per the CFC and Solana Beach Fire Department requirements.
XV. **EMERGENCY RESPONDER RADIO COVERAGE:** All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communications systems of the jurisdiction at the exterior of the building per CFC Section 510.

XVI. **FIRE-RESISTANCE CONSTRUCTION:** Building III and Building IV shall be separated by a fire wall as defined by the California Building Code to create a separate building.

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 temporary construction staging and equipment and demolition of existing surface improvements. All proposed improvements within the public right-of-way shall comply with city standards including but not limited to the off-street parking design manual.

II. Submit proof to the Engineering Department that the required California Coastal Commission permits have been obtained prior to the recording of any lot line adjustments/plat maps, issuance of building permits and/or grading permits.

III. All construction demolition materials shall be recycled according to the City's Construction and Demolition recycling program and an approved waste management plan shall be submitted.

IV. All parking and ingress/egress shall conform to the City of Solana Beach Off Street Parking Manual.

V. The applicant is proposing tie back system in the Public Right-Of-Way. The tie back system shall be disengaged after construction and shall not extend beyond the center line of the street. The applicant shall enter into an Encroachment, Maintenance, Removal and Liability Agreement with the City for the tie back system.

VI. Complete to the satisfaction of the City Engineer all grading, paving, public improvements, landscaping, and drainage improvements.

VII. An Encroachment Maintenance Removal Agreement is required for all private encroachments in the public right-of-way, such as landscaping, irrigation and decorative concrete sidewalks.

VIII. A curb utilization plan is required to be prepared for the entire frontage of the project including the proposed loading zone for trash
bin pick up on Highway 101, and the proposed loading zone to the satisfaction of the City Engineer.

IX. Relocate the existing bus stop shelter, bench, signage and bike rack to 315 South Highway 101.

X. The biofiltration basins shall not be located in the public right-of-way, including those portions dedicated on the final subdivision map.

XI. Any new utility services including, but not limited to, electrical and telephone, shall be undergrounded. Any existing ground utility cabinets shall be either relocated, undergrounded, or eliminated.

XII. PUBLIC IMPROVEMENTS.

a. Obtain an Improvement Permit for the public improvements along South Highway 101, Dahlia Drive, and South Sierra Avenue, as shown on the Tentative Map. Submit an Improvement Plan prepared by a registered civil engineer and obtain approval from the City Engineer. The design and construction of all improvements shall be in conformance with the Off-street Parking Design Manual, any specifications of the City of Solana Beach and subject to the approval of the City Engineer. Conditions for approval of the Improvement Plan shall include, but is not limited to the following:

i. Pay improvement plan check fee in accordance with the current Engineering Fee Schedule prior to approval of the improvement plan. Improvement inspection fee shall be paid prior to the issuance of an Improvement Permit.

ii. Obtain and submit securities to guarantee the improvements in a form prescribed by the City of Solana Beach.

b. South Highway 101: A minimum fifteen (15) foot wide sidewalk plus six (6) inch curb shall be provided and maintained. The material and finish shall be the same as existing public sidewalk improvements on South Highway 101 at the Project site.

c. Dahlia Drive and South Sierra Avenue: A minimum five and one-half (5 ¼) foot wide sidewalk plus six (6) inch curb shall be provided and maintained. The material and finish of this sidewalk shall be the same as existing public sidewalks along South Sierra Avenue nearby the Project. The transition from the sidewalk material and finish on South Highway 101 to the different sidewalk material and finish used on Dahlia Drive shall
begin at the east side of the residential apartment building on Dahlia Drive as shown on the building plans for the Project.

i.

XIII. GRADING: 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 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 soil 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. 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.

d. 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.

e. Pay grading/engineering 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/engineering permit.

f. Obtain and submit grading/engineering security in a form prescribed by the City of Solana Beach Municipal Code grading ordinance.
g. Obtain haul permit for export of soil. Dispose of all excavated material at a legal dump site.

h. The applicant shall participate in the Sand Compatibility and Opportunistic Use Program (SCOUP) and deposit soil exports on city beaches. The applicant's soil engineer shall investigate, perform testing and determine if a portion of the soil to be exported is compatible with beach sediments in accordance with the SCOUP Plan prepared by Moffatt & Nichol, dated March 2006, available on the SANDAG website.

i. Submit certification from a registered civil engineer and 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 engineer of record incorporating as-built conditions on the Mylar grading plans and obtaining signatures of the engineer of record and soils engineer certifying the as-built conditions.

XIV. DRAINAGE.

a. This project is required to provide a detention basin and the corresponding outflow system. This detention basin shall be designed to reduce the rate of runoff for the proposed development to that of the existing condition to the satisfaction of the City Engineer.

b. Post Construction Best Management Practices meeting City and RWQCB Order No. R9-2013-001 requirements shall be implemented in the drainage design. This project is considered a Priority Development Project and a PDP Water Quality Technical Report shall be prepared.

c. An Erosion 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.

d. The drainage for the underground parking shall drain to an approved oil separator or trap prior to discharging to the sewer system (UBC 311.2.3.1).
XV. SEWER.

a. Sewer permit and encroachment permit required for private sewer lateral. If the lowest point of the pad elevation is lower than the upstream Manhole rim elevation, a backflow prevention device shall be installed on private property. Whether applicant pumps up to main sewer line, or gravity flows down to main sewer line the applicant shall record a document holding the City of Solana Beach harmless in case of storm water entering the property from city streets or sanitary sewer backup into any part of the development due to blockage in main sewer line. The applicant shall coordinate with the Public Works inspector to allow the inspector to inspect the entire length of the private sewer lines before backfilling.

b. The Applicant shall pay in full the one-time sewer capacity/connection fees of $4500.00 per Equivalent Dwelling Unit (EDU). The EDU assignment is determined by SBMC 14.08.060. The applicant shall provide all documentation requested by the city in order to determine the appropriate sewer assessment.

c. Pay in full the prorated portion of the current annual sewer charge for the remainder of the fiscal year.

d. Cap all abandoned sewer laterals at the main.

e. Any proposed grease traps shall be maintained and serviced within the project boundary.

XVI. Prior to issuance of grading permits for the proposed project, the City Engineer shall verify that the Applicant has incorporated the following applicable recommendations in the Geotechnical Investigation prepared by NOVA dated May 2012 and the Update Letter prepared by NOVA dated August 2015 into the final project design and construction documents. These recommendations address issues including, but not limited to, excavation and fill, slope stability, site grading, erosion control, and monitoring. Construction documents shall be prepared to the satisfaction of the City Engineer. The following list of recommendations must be incorporated into the project design and construction documents:

a. For trench or other temporary excavations, safety shall be met by laying back the slopes no steeper than 1.5:1 (horizontal:vertical) for fill and Old Paralic Deposits material.
b. Structures/improvements in the vicinity of the planned shoring installations shall be reviewed for foundation support and tolerance to settlement. The shoring system shall be designed to limit ground settlement behind the shoring system to 0.5 inches or less.

c. An array of ground survey points shall be installed to monitor settlement. The survey points shall be installed on the shoring system and incrementally away from the excavation.

d. A dewatering system is required for construction and shall be designed by a professional dewatering engineer. The dewatering plan shall address anticipated drawdown, volume of pumping, potential for settlement, and groundwater discharge. Disposal of groundwater shall be performed in accordance with the guidelines of the San Diego Regional Water Quality Control Board.

e. Unstable excavation bottom conditions that are close to or below the water table shall be mitigated by over-excavation of the bottom to suitable depths and replacement with a one-foot thick gravel or lean concrete mud mat. Any loose, soft, or deleterious material shall be removed prior to placement of gravel or lean concrete.

f. The proposed structure shall be founded on conventional spread footings or a mat foundation supported on formation material using an allowable bearing capacity of 5,000 pounds per square inch (psi). Exterior footings shall be founded on a minimum of two feet of compacted fill using an allowable bearing capacity of 2,000 psi. The allowable bearing capacities shall be increased by one-third when considering loads of a short duration such as wind or seismic forces.

g. Foundations shall have an embedment depth of 24 inches or more below the lowest adjacent grade. Continuous footings shall be 18 or more inches wide and spread foundations shall be 24 or more inches square. Footings founded in low expansive granular materials shall be reinforced with four No. 4 or larger reinforcing bars, two placed near the top and two near the bottom of the footings.

h. Slab-on-grade floors, underlain by very low to low expansive materials, shall be five or more inches in thickness and be reinforced with No. 3 or larger reinforcing bars spaced 18 inches on center each way. Additional slab thickness and reinforcement recommendations shall be provided by a qualified
structural engineer.

i. For the exterior site improvements such as sidewalks that are expected to be located outside of the proposed excavations, remedial grading shall consist of removing the upper two feet of the existing soil and replacing it with structural fill.

XVII. Due to the potential presence of previously unknown archaeological and/or tribal cultural resources, a grading monitoring program shall be implemented for the project. The monitoring program shall include the following elements:

a. The applicant shall enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a pre-excavation agreement) with a tribe that is traditionally and culturally affiliated with the project location (TCA Tribe) prior to issuance of a grading permit. The purposes of the agreement are (1) to provide the applicant with clear expectations regarding unique archaeological resources and tribal cultural resources; and (2) to formalize protocols and procedures between the applicant and the TCA Tribe for the protection and treatment of, including but not limited to, cultural and religious landscapes; ceremonial items; traditional gathering areas; and cultural items located and/or discovered through a monitoring program in conjunction with the construction of the proposed project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground disturbing activities.

b. Prior to issuance of a grading permit, the applicant shall provide written verification to the City that a qualified archaeologist and a Native American monitor associated with a TCA Tribe have been retained to implement the monitoring program. The archaeologist shall be responsible for coordinating with the Native American monitor. This verification shall be presented to the City in a letter from the project archaeologist confirming that the selected Native American monitor is associated with a TCA Tribe. Prior to any pre-construction meeting, the City shall approve all persons involved in the monitoring program.

c. The qualified archaeologist and Native American monitor shall attend the pre-grading meeting with the grading contractors to explain and coordinate the requirements of the monitoring program.

d. During the initial grubbing, site grading, excavation, or disturbance of the ground surface, the qualified archaeologist
and the Native American monitor shall be onsite fulltime. If imported fill materials, or fill used from other areas of the project site, are to be incorporated at the project site, those fill materials shall be absent of any unique archeological or tribal cultural resources. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of unique archaeological resources as defined in PRC Section 21083.2 or discoveries of tribal cultural resources as defined in PRC Section 21074. Archaeological and Native American monitoring will be discontinued when the depth of grading and soil conditions no longer have the potential to contain cultural deposits. The qualified archaeologist, in consultation with the Native American monitor, shall be responsible for determining the duration and frequency of monitoring.

e. In the event that previously unidentified tribal cultural or unique archaeological resources are discovered, the qualified archaeologist and the Native American monitor shall have the authority to temporarily divert or temporarily halt ground disturbance operations in the area of discovery to allow for evaluation of tribal cultural or unique archaeological resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so that the monitored grading can proceed.

f. If a tribal cultural or unique archaeological resource is discovered, the archaeologist shall notify the City of said discovery and shall conduct consultation with TCA tribes to determine the most appropriate mitigation. The qualified archaeologist, in consultation with the City, the TCA Tribe, and the Native American monitor, shall determine the significance of the discovered resource. A recommendation for treatment and disposition of the resource shall be made by the qualified archaeologist in consultation with the TCA Tribe and the Native American monitor, and shall be submitted to the City for review and approval.

g. The avoidance and/or preservation of the tribal cultural resource and/or unique archaeological resource must first be considered and evaluated under CEQA. Where any significant tribal cultural resources and/or unique archaeological resources have been discovered and avoidance and/or preservation measures are deemed to be infeasible by the City, a research design and data recovery program to mitigate impacts shall be prepared by the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe and the Native American monitor, and shall be subject to approval by the City.
The qualified archaeologist, in consultation with the Native American monitor, shall determine the amount of material to be recovered for an adequate artifact sample for analysis. Before construction activities are allowed to resume in the affected area, the research design and data recovery program activities must be concluded to the satisfaction of the City.

h. In accordance with CEQA, all tribal cultural resources shall be treated with culturally appropriate dignity. If the qualified archaeologist elects to collect any tribal cultural resources, the Native American monitor must be present during the collection and cataloging of those resources. Moreover, if the qualified archaeologist does not collect the tribal cultural resources that are unearthed during the ground-disturbing activities, the Native American monitor may, at their discretion, collect said resources and provide them to the TCA Tribe for respectful and dignified treatment in accordance with the tribe’s cultural and spiritual traditions.

i. The project archaeologists shall document evidence that all cultural materials have been repatriated and/or curated as follows:

i. It is the preference of the City that all tribal cultural resources be repatriated to the TCA Tribe, as such preference would be the most culturally sensitive, appropriate, and dignified. Therefore, any tribal cultural resources collected by the qualified archaeologist shall be provided to the TCA Tribe. Evidence that all cultural materials collected have been repatriated shall be in the form of a letter from the TCA Tribe to whom the tribal cultural resources have been repatriated identifying that the archaeological materials have been received.

OR

ii. Any tribal cultural resources collected by the qualified archaeologist shall be curated with its associated records at a San Diego curation facility or a culturally-affiliated tribal curation facility that meets federal standards per 36 CFR Part 79, and, therefore, would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records, including title, shall be transferred to the San Diego curation facility or culturally affiliated tribal curation facility and shall be accompanied by payment of the fees necessary for
permanent curation. Evidence that all cultural materials collected have been curated shall be in the form of a letter from the curation facility stating that the prehistoric archaeological materials have been received and that all fees have been paid.

XVIII. Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, that describes the results, analysis, and conclusion of the archaeological and tribal cultural resources monitoring program and any data recovery program on the project site shall be submitted by the qualified archaeologist to the City. The Native American monitor shall be responsible for providing any notes or comments to the qualified archaeologist in a timely manner, to be submitted with the report. The report will include California Department of Parks and Recreation Primary and Archaeological Site Forms for any newly discovered resources.

XIX. A paleontological monitor shall be present during all cutting, grading, or excavation of previously undisturbed substratum. If a fossil of greater than 12 inches in any dimension (including circumference) is encountered, all operations in the area where the fossil was found shall be suspended immediately, the City shall be notified, and a qualified paleontologist shall be retained by the City to evaluate the significance of the find; to salvage, record, clean, and curate significant fossil(s); and to document the find in accordance with current professional paleontological standards. Within 30 days of completion of ground-disturbing activities, either a letter signed by the paleontological monitor stating that no fossils were found or, if fossils were found, a report prepared by the qualified paleontologist documenting the mitigation program shall be submitted to the City.

XX. In the event of the accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the following steps shall be taken:

a. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the County Coroner has been contacted to determine that no investigation of the cause of death is required. If the coroner determines the remains to be Native American, the coroner shall contact the NAHC within 24 hours. The NAHC shall identify the person or persons it believes to be the most likely descendants (MLD) from the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human
remains and any associated grave goods as provided in PRC Section 5097.98.

OR

b. Where the following conditions occur, the landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance: a) the NAHC is unable to identify an MLD or the MLD fails to make a recommendation within 48 hours after being notified by the commission; b) the MLD identified fails to make a recommendation; c) or the landowner or his authorized representative rejects the recommendation of the MLD, and the mediation by the NAHC fails to provide measures acceptable to the landowner.

XXI. The City has adopted a Transportation Impact Fee (TIF) program to fund the construction of various multi-modal transportation facilities identified in the City's Comprehensive Active Transportation Strategy (dated June 2015) and in conformity with the City's Circulation Element (dated November 2014). The Applicant shall pay all TIF fees associated with the proposed development to the satisfaction of the City Engineer.

XXII. Due to actual field conditions encountered during construction additional engineering department conditions may be added as warranted.

XXIII. SURVIVAL OF CONDITIONS OF APPROVAL

The covenants and conditions set forth herein shall be continuing and shall remain in full force and effect for the life of the Project and shall survive and remain in full force and effect after the issuance of the building permits and construction of the Project.

6. ENFORCEMENT: Pursuant to SBMC 17.72.120(8) 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 1.16 and 1.18 in addition to any applicable revocation proceedings.

7. EXPIRATION: The Development Review Permit, Structure Development Permit, and Comprehensive Sign Plan for the project will expire on 24 months from the date of approval unless the Applicant has recorded a Final Map (if required), obtained building permits, and has commenced construction prior to that date, and diligently pursued construction to completion. An extension of the application may be granted by the City Council.
8. INDEMNIFICATION AGREEMENT: The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and the Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by Applicant.
9. NOTICE TO APPLICANT: Pursuant to Government Code Section 66020, you are hereby notified that the 90-day period to protest the imposition of the fees, dedications, reservations or other exactions described in this resolution commences on the effective date of this resolution. To protest the imposition of any fee, dedications, reservations or other exactions described in this resolution you must comply with the provisions of Government Code Section 66020. Generally, the resolution is effective upon expiration of the tenth day following the date of adoption of this resolution, unless the resolution is appealed or called for review as provided in the Solana Beach Zoning Ordinance.

PASSED AND ADOPTED at an adjourned regular meeting of the City Council of the City of Solana Beach, California, held on the 10th day of July, 2018, by the following vote:

AYES: Councilmembers – Zito, Edson, Hegenauer, Heebner, Zahn
NOES: Councilmembers – None
ABSENT: Councilmembers – None
ABSTAIN: Councilmembers – None

[Signatures]

DAVID A. ZITO, Mayor

APPROVED AS TO FORM:

[Signature]
JOHANNA N. CANLAS, City Attorney

ATTEST:

[Signature]
ANGELA IVEY, City Clerk
I, ANGELA IVEY, City Clerk of the City of Solana Beach, California, DO HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution 2018-099 conditionally approving a Development Review Permit (DRP) and Structure Development Permit (SDP) for Solana Beach 101, a Mixed Use Development at the Northwest Corner of Highway 101 and Dahlia Dr., Case No. 17-14-08, Applicant: Zephyr Partners as duly passed and adopted at an Adjourned Regular Solana Beach City Council meeting held on the 10th day of July, 2018. The original is on file in the City Clerk's Office.

ANGELA IVEY, CITY CLERK

CERTIFICATION DATE: July 26, 2018
Corey Andrews

From: Angela Ivey
Sent: Monday, October 21, 2019 8:57 AM
To: 'Benjamin Good'
Cc: Oanh Dang; EMAIL GRP-City Clerk's Ofc; Corey Andrews; Joseph Lim
Subject: RE: regarding upcoming Solana 101 public hearing

Importance: High
PriorityCX: Urgent

Benjamin,
Thank you for your comments.
This project was originally noticed for Oct. 23rd, but subsequently moved to the Nov 13th Council meeting, so it was not listed on this Wednesday's Council Agenda that was posted last week.
I will forward this comment to the Planning Dept. for their reference, since I process comments that come in after an agenda item has been posted.
Please always check the Agenda Posting webpage for Agenda Items, as our notice stated, since public hearings can change from the time that notice is required to be mailed to the time the Staff Report can be finalized for an agenda date.
The Planning Dept mailed out new notices last week that were probably received by this last weekend, stating the Nov 13 Council meeting date.

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

Angela Ivey | City Clerk
City of Solana Beach (San Diego County)
635 S. Hwy 101  Solana Beach CA 92075
858-720-2425 (ph) * 858-720-2424 (fax)
aivey@cosb.org  www.cityofsolanaeast.org  city.clerk.services

From: Benjamin Good <ben.mcgee.good@gmail.com>
Sent: Sunday, October 20, 2019 9:50 PM
To: EMAIL GRP-City Clerk's Ofc <EMAILGRP-CityClerksOfc@cosb.org>
Cc: Oanh Dang <ojdang@gmail.com>
Subject: regarding upcoming Solana 101 public hearing

Dear City Council,

For the past 9 years I have lived at 347 South Sierra Ave. #190, Solana Beach. Last year, we were involved in view-related discussions related to the Solana101 project. My understanding was that that long and stressful process had been resolved at that time. The description of the changes sought in the new public hearing is alarming on multiple counts.
1) 'increase office square footage' and 'reduce food and beverage square footage'. As you can see from the solana101 website, this project was largely marketed to the community as a way to add new restaurants to the area. Even at the time of its approval, our friends were shocked to find out that restaurants were actually a small fraction of the planned development. Further reducing that commitment at this juncture would be disappointing.

2) 'relocate residential garage access ramp', 'modify building footprints'
These points could be impactful, but the description is vague. It would need a more specific description of the proposed changes to allow for proper comment.

3) 'increase the height of the building on the southeast corner of the site'
I would really like to avoid going through the process of another view assessment committee, as would the three other claimants on that dispute of 2018.

4) 'add gates to restrict pedestrian access'
Again this is vague. It would seem to reduce the value to the community to restrict access to the property. Another aspect of their marketing was the concept of 'placemaking' and accessible outdoor space through 'microparks'. It seems that this would now only be for those with a key.

In summary, the description of the changes is too ambiguous to be accepted as it stands. In the best case, the changes are truly just minor adjustments that might somehow improve the project for everyone. In the worst case, it seems that Zephyr is attempting a bait and switch - selling the project as one thing and then changing it in order to maximize their revenue when they think no one is looking.

I hope for the former. And I hope the City Council finds its way through to a rapid and successful completion of this project in a form that truly benefits the community.

Sincerely
Benjamin Good
Thanks, Corey. I find it unconscionable that they signed a written agreement, upon which we withdrew our View Assessments and that they are now making changes in conflict with that agreement. I want to be clear I am reinstating my View Assessment complaint if these changes go forward.

Thank You.

Kara Kornher

From: Corey Andrews [mailto:candrews@cosb.org]
Sent: Monday, October 21, 2019 8:59 AM
To: Kara Kornher <kkornher@csusm.edu>
Subject: Changes to Zephyr Project, Hearing 10/23/19

Hi Kara,
I just wanted to let you know that the Zephyr project has been rescheduled for the November 13, 2019 agenda. Your comment will be added to the record.
Thanks,

Corey Andrews
Principal Planner
City of Solana Beach

To Whom it May Concern:

I am writing to formally express my objection to the proposed changes to the Zephyr project that are in conflict with the agreement we reached through the View Assessment process. Without new story poles, I am unable to ascertain potential impact of the proposed changes on my (and many other resident’s) view. I believe the proposed changes will result in multiple aspects of our agreement being altered, and I object to moving forward with changes without revisiting the view impact through the City’s formal process.

Kara Kornher
858-449-5295
325 S Sierra Ave Unit 39,
Solana Beach, CA 92075
Pursuant to Solana Beach Municipal Code (SBMC) Chapter 11.2, an Encroachment Permit is required for any private improvements including constructing, installing, and maintaining fiber optic cable and related facilities in, on, under, across and through the City's Public Right-of-Way (ROW). Entities authorized by the Public Utilities Commission of the State of California or the Federal Communication Commission, or both, under Certificate(s) of Public Convenience and Necessity (CPCN) are allowed to use the Public ROW but the City may regulate the time, location, and manner of placement of fiber optic network facilities in the Public ROW.

At the April 24, 2019 City Council meeting, Council approved a master agreement template that provides for the terms and conditions for use of the Public ROW for constructing, installing, and maintaining fiber optic network facilities. Subsequent to the approval, the City and Netly, LLC (Netly) have executed an Encroachment Maintenance and Removal Agreement (EMRA) to place a fiber optic network throughout the City within the Public ROW.

The proposed citywide fiber optic network requires installation of 16 above ground cabinets. Netly prepared a plan requesting the City's approval for locations of all 16 cabinets. After reviewing the plan, conducting site visits, and requesting several revisions to the original plans, Staff and Netly agreed on the final proposed locations.
This item is before the City Council to present the proposed, above-ground cabinet locations for the Netly fiber optic network facilities within the Public ROW (Attachment 1).

**DISCUSSION:**

Since the execution of the EMRA, Staff has been working with Netly to determine the locations for their distribution cabinets. There will be a total of 16 distribution service areas throughout the City with one cabinet in each of the areas. Each cabinet will have a transmission line that connects the cabinet to the fiber center located in the Citibank building at the Lomas Santa Fe Drive/Solana Hills Drive intersection just west of the freeway. There will also be distribution lines leading from the cabinet to each property in the service area, which will allow for connection to the fiber optic network if desired by the individual property owners.

When viewed from the roadway, the cabinets will measure 62 inches tall, 60 inches wide and 16.5 inches deep. After Netly submitted their proposed locations for the 16 distribution cabinets, Staff evaluated each location for the proposed cabinets for sight visibility, compatibility with adjacent properties and surrounding land-use, existing and future use of right of way, and aesthetic purposes. Netly, upon receipt of Staff’s feedback, made appropriate adjustments. Attachment 1 includes photo simulations of the proposed locations of the 16 distribution cabinets. The cabinet locations shown in Attachment 1 reflect changes made to the cabinet locations based on the Staff’s review and joint field visits. These locations are determined to be the least impactful and most suitable locations based on Staff’s evaluation and Netly’s needs.

As depicted in Attachments 1 and 2, there are a large array of cabinet wraps that could also be used to better camouflage the cabinets so that they blend in with their surroundings as much as possible. The Council may want to consider directing staff to work with the Standing Public Arts Committee, The Public Arts Commission (PAC) and, where appropriate, affected business organizations (The Chamber and Cedros Ave. Design District) on the wrapping designs for the cabinets.

**CEQA COMPLIANCE STATEMENT:**

Work associated with this private construction project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the State CEQA Guidelines.

**FISCAL IMPACT:**

There are no fiscal impacts in reviewing and commenting on the proposed Netly cabinet locations. There may be some positive fiscal benefits when the fiber optic facilities are located in the City.
WORK PLAN:

This item is not mentioned in the Fiscal Year 2019/20 Work Plan.

OPTIONS:

- Receive report.
- Provide direction.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council receive this report and provide direction as necessary for the proposed Netly cabinet locations and possible wrapping design options.

CITY MANAGER’S RECOMMENDATION:

Approve Department Recommendation.

[Signature]
Gregory Wade, City Manager

Attachments:

1. Photo simulations of proposed Netly cabinet locations
2. Photo simulations of possible wrapping for cabinets
MAKING SOLANA BEACH A GIGABIT CITY

netly

PHOTO SIMULATIONS
16 DISTRIBUTION CABINETS
DISTRIBUTION CABINET 2

NEAREST INTERSECTION:
PATTY HILL DR AND N RIOS AVE
DISTRIBUTION CABINET 3

NEAREST INTERSECTION: LOMAS SANTA FE DR AND N RIOS AVE
DISTRIBUTION CABINET 4 (AREA 23)

NEAREST INTERSECTION:
GENEVIEVE ST AND VALLEY AVE
DISTRIBUTION CABINET 5

NEAREST INTERSECTION:
S NARDO AVE AND E SOLANA CIR
DISTRIBUTION CABINET 6

NEAREST INTERSECTION:
SUN VALLEY RD AND SANTA THERESA
DISTRIBUTION CABINET 7

NEAREST INTERSECTION: MARVIEW DR AND FORD AVE

netly
DISTRIBUTION CABINET 8

NEAREST INTERSECTION:
LOMAS SANTA FE DR AND S SIERRA AVE

netly
DISTRIBUTION CABINET 11 (AREA 24)

NEAREST INTERSECTION: W CLIFF ST AND N ACACIA AVE
DISTRIBUTION CABINET 12

NEAREST INTERSECTION:
SANTA RUFINA CT AND SANTA VICTORIA

netly
DISTRIBUTION CABINET 13

NEAREST INTERSECTION:
LOMAS SANTA FE DR AND HILLMEN DR
DISTRIBUTION CABINET 14 (AREA 18)

NEAREST INTERSECTION: HIGHLAND DR AND VIA LA SENDA
DISTRIBUTION CABINET 15

NEAREST INTERSECTION:
VIA MIL CUMBRES AND CERRO LARGO DR

netly
DISTRIBUTION CABINET 16

NEAREST INTERSECTION: S NARDO AVE AND STEVENS AVE

netly
DISTRIBUTION CABINET COLORS AND WRAPS
DISTRIBUTION CABINET COLORS AND WRAPS
DISTRIBUTION CABINET COLORS AND WRAPS
Utility Box Wraps

Proposal for

netly

ATTACHMENT 2
Objective

To decorate utility boxes with UV vinyl adhesive wrap to enhance the look and blend into the surrounding landscape.

Procedure

Selected Art design will be used for each box location to best match the dimensions.

All 4 sides will be covered with laminate design including tops. All hinges, keyholes, and handles will be left exposed to allow access to interior of cabinets.

Laminate will be heated down for complete uniform coverage and all seams will be sealed with a UV epoxy sealant to prevent edges from peeling.
Box 1

Location: Santa Rosita & Santa Dominga.

Coverage: 4 sides and top.

Design Artwork A: Birds of Paradise
Design Artwork B: Agave Galore
Box 2

Location: Patty Hill Drive & N. Rios Ave.
Coverage: 4 sides and top.

Design Artwork A: Hidden Gem
Design Artwork B: Greenleaf Hedge Narrow Leaf
Box 3

Location: Loma Santa Fe & N. Rios Ave.

Coverage: 4 sides and top.

Design Artwork A: Succulent Mix
Design Artwork B: Cool Breeze
Box 4

Location: Genevieve & Valley Ave.

Coverage: 4 sides and top.

Design Artwork A: Agave Galore
Design Artwork B: Sticks on Fire
Box 5

Location: S. Nardo & E. Solana Circle

Coverage: 4 sides and top.

Design Artwork A: White Purple Gazania
Design Artwork B: Agave Galore
Box 6

Location: Sun Valley Road & Santa Theresa

Coverage: 4 sides and top.

Design Artwork A: Daisey Spin
Design Artwork B: Poppies on the Green
Box 7

Location: Marview Dr. & Ford Ave

Coverage: 4 sides and top.

Design Artwork A: Agave White
Design Artwork B: Flax Abstract
Box 8

Location: Loma Santa Fe Drive & S. Sierra Ave

Coverage: 4 sides and top.

Design Artwork A: Echiveria Imbricata
Design Artwork B: Aeonium Spiral
Box 9

Location: S. Cedros Ave & Rosa St.

Coverage: 4 sides and top.

Design Artwork A: Upsey Daisey
Design Artwork B: Red Tip Succulent
Box 10

Location: Highland Drive & Avocado Place

Coverage: 4 sides and top.

Design Artwork A: Purple Plumbago
Design Artwork B: Yellow Gazania
Box 11

Location: W. Cliff St. & N Acacia Ave.

Coverage: 4 sides and top.

Design Artwork A: White Agave
Design Artwork B: Green Blades
Box 12

Location: Santa Ruffina & Santa Victoria

Coverage: 4 sides and top.

Design Artwork A: Mixed Gazania
Design Artwork B: Agave Galore
Box 13

Location: Loma Santa Fe & Hilmen Dr.

Coverage: 4 sides and top.

Design Artwork A: Tea Tree Delight
Design Artwork B: Gazania Sky
Box 14

Location: Highland Dr. & Via La Senda

Coverage: 4 sides and top.

Design Artwork A: Green Hedge Narrow Leaf
Design Artwork B: Night Jasmin
Box 15

Location: Via Mil Cumbres & Cerro Largo Dr.

Coverage: 4 sides and top.

Design Artwork A: Indian Hawthorn
Design Artwork B: Gazania Gold

GAZANIA GOLD
Box 16

Location: S Nardo Ave. & Stevens Ave.

Coverage: 4 sides and top.

Design Artwork A: Photosynthesis Bliss
Design Artwork B: Green Hedge Broadleaf
On October 23, 2019, the City Council introduced Ordinance 506 (Attachment 1), and is now before Council for the second reading and adoption to amend Title 15 of the Solana Beach Municipal Code incorporating the State mandated Building and Fire Code changes.

DISCUSSION:

The model building codes are typically updated every three years. The codes are amended and adopted by the State of California Building Standards Commission. State law requires that local jurisdictions enforce the state adopted codes as the minimum standard for construction.

The proposed Ordinance 506 would update the provisions of Title 15 of the Solana Beach Municipal Code (SBMC) to be consistent with the current State mandated fire and building code editions. Several building and fire code sections would be repealed and replaced with new sections. The adoption of this local amendment, and more stringent standards, is supported in the findings. The City may only locally amend these State codes when a finding can be made that certain local physical conditions exist to support the necessity for a local amendment.

CEQA COMPLIANCE STATEMENT:

This project is exempt from the provisions of the California Environmental Quality Act pursuant to Section 15061(b)(3) because it entails the adoption of State mandated building and fire codes with or without minor amendments, intended to improve the public health, safety and welfare, and will not have a significant effect on the environment.
FISCAL IMPACT:

There would be no impact to the General Fund from Ordinance 506, as proposed. No changes to existing City fees are proposed at this time.

WORK PLAN:

N/A

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance 506 (2nd Reading) amending Title 15 of the Solana Beach Municipal Code.

CITY MANAGER’S RECOMMENDATION:

Approve Department Recommendation.

[Signature]
Gregory Wade, City Manager

Attachments:

1. Ordinance 506
ORDINANCE NO. 506

ORDINANCE OF THE CITY OF SOLANA BEACH, CALIFORNIA, RESCINDING
TITLE 15, CHAPTERS 15.04, 15.08, 15.10, 15.12, 15.16, 15.20, 15.22, 15.23, 15.24;
15.28, 15.32, 15.33, 15.34 AND 15.35 OF THE SOLANA BEACH MUNICIPAL CODE
AND ADOPTING NEW CHAPTERS 15.04, 15.08, 15.10, 15.12, 15.16, 15.20, 15.22,
15.23, 15.24, 15.32, 15.33, 15.34 AND 15.35 REGARDING THE 2019 CALIFORNIA

WHEREAS, on October 23, 2019 the City Council of the City of Solana Beach
held a public hearing on this proposed ordinance; and

WHEREAS, the City of Solana Beach last revised its construction codes in
2016; and

WHEREAS, California Health and Safety Code section 17958 requires that cities
adopt building regulations that are substantially the same as those adopted by the
California Building Standards Commission and contained in the California Building
Standards: and

WHEREAS, the City Council finds that the modifications and changes to the
Uniform Codes are reasonably necessary because of the following climatic, geologic,
and topographical conditions:

1. The City is situated in hilly, inland terrain. Approximately 50% of the area, for fire
purposes, is wildland", covered by native vegetation on steep inaccessible
hillsides. The native ground cover is highly combustible grasses, dense brush
and chaparral. Natural firebreaks in these areas are insignificant.

2. The climate is warm and dry. The winds prevail from the west with seasonal
strong dry east winds that vary in duration and intensity. These winds can
significantly enlarge wildland fire as well as cause abrupt and unpredictable
changes in fire direction. Temperatures ranging between 75 and 100 degrees F
are common throughout the year.
3. The potential for fire damage is great in the wildland area, as such, a fire can spread rapidly, and difficult terrain and explosive vegetation can slow response time.

4. Rural roads include many narrow winding roadways, often with grades in excess of that necessary for optimal response time for large fire apparatus. An additional factor affecting response time is the distance between the two fire stations and the fire location.

5. The water supply is limited making it necessary for fire apparatus to travel time consuming distances to refill once their initial water supply has been utilized.

WHEREAS, As required by Health and Safety Code section 17958 the City of Solana Beach does herewith make express findings that amendments to the California Building Standards Code are necessary for the protection of the public health, safety and welfare due certain climatic, topographic or geological features existing in the City of Solana Beach. The City Council hereby makes the following findings concerning the special circumstances and the climatic, topographic and geological conditions that: (a) exist in the City of Solana Beach: (b) increase the exposure of the public to the dangers of fire; (c) could severely restrict the response of emergency services to fire dangers; and (d) can be mitigated by amendments to the international fire and construction codes:

1. The City of Solana Beach is bisected by a major transportation corridor (Interstate 5) which traverses in a north/south direction. Interstate 5 is used to transport hazardous materials and is designated by the State of California as an approved route for transporting highly toxic and radioactive materials.

   The City of Solana Beach is bisected by a railroad line running north/south. Hazardous materials are transported on the railroad.

   Underground pipes run parallel to the railroad line and carry natural gas under high pressure. Underground pipes run in a north/south direction in the eastern portion of the City and carry liquid petroleum under high pressure.

   The transport, through the City, of hazardous, toxic and radioactive materials, as well as natural gas and liquid petroleum, on a regular basis, increases the threat of fire ignition and spread. This adds to the fire danger posed by the City’s climatic, topographic and geological conditions.

2. The City of Solana Beach topography is characterized by many large hillsides. The City’s climate promotes the heavy growth of natural vegetation that covers the hillsides and is highly flammable, especially in the dry season. There are numerous areas of wildland-urban interface where structures, especially residences, are in close proximity to the natural vegetation.
The City’s climate is characterized by Santa Ana conditions involving dry gusty winds. In summer and fall, the typical weather is hot and dry. In combination, these climatic conditions create an extreme fire danger to the community.

Seasonal winds also have the potential for impeding emergency vehicle access by toppling trees (especially eucalyptus and pine which is a species that is prevalent in the City and susceptible to being felled by winds). As a result of the above conditions, the risk of fire ignition is greater. Also, once a fire is ignited, it is more likely that embers will be blown into the air, increasing the spread of the fire into the community. Therefore, land use projects need to be developed to provide a greater ability to avoid fire ignition, suppress fires, and facilitate access of emergency vehicles.

3. The City of Solana Beach is situated on the west slope of the coastal foothills that contain drainages, which contribute to flooding within the community.

Because flooding conditions can impede fire service vehicles reaching the site of a fire, land use projects need to be developed to provide a greater ability to avoid fire ignition, suppress fires, and facilitate access of emergency vehicles.

4. The City of Solana Beach is situated near the Rose Canyon Fault, the Elsinore Fault, and the Agua Caliente Fault. A cluster of faults known as the “South Coast Offshore Zone of Deformation” is located off the City’s coast. These geologic conditions are capable of generating earthquakes of significant magnitude at any time.

An earthquake may: (1) cause fires; (2) impede emergency vehicles responding to fires; and (3) interrupt the City’s water supply which is needed to fight fires.

Because the community is subject to damage from earthquakes, land use projects need to be developed to provide a greater ability to avoid fire ignition, suppress fires, and facilitate access of emergency vehicles.

5. The City of Solana Beach and Southern California are semi-arid regions and experience water shortages from time to time. Those shortages can have a severely adverse effect on water availability for firefighting. Fires starting in sprinkled buildings are typically controlled by one to three sprinkler heads, flowing as little as 13 gallons per minute.

Hose streams used by engine companies on well-established structure fires operate at approximately 250 gallons per minute each, and the estimated water needed for a typical residential fire is 1,250 to 1,500 gallons per minute, according to the Insurance Service Office and the International Fire Code.

The water estimate for a commercial building is typically greater than that of a residential structure.
Under circumstances such as; lack of water, infrastructure, earthquakes, multiple fires and wildland fires within a community, the limited water demand needs of residential fire sprinklers would control and extinguish many fires before they spread from building to wildland or building to building. In such a disaster, water demands needed for conflagration firefighting probably would not be available.

6. Due to the sloping topography and coastal foothills in the City of Solana Beach, the potential exists that new and future development will result in taller buildings on smaller parcels. Defining mid-rise buildings from 75 feet in height to 4 story modifies the application of special provisions for these buildings to all occupancies. Because of the need to mitigate the potential danger of mid-rise this change is necessary.

7. In addition, the limitations of available firefighting equipment, limited availability of human resources in local fire departments, and the necessity to climb vertically up flights of stairs, greatly impacting the response time to reach an incident scene, it is necessary to define the height of mid-rise buildings. The reduced height and built in protection will mitigate extended fire department response time and keep incidents manageable. Based upon the circumstances previously described, the protection of persons and property requires the City to adopt standards that are more stringent than those set forth in: (1) the State Building Standards Code Sections 202, 308, 321, 503, 507, 902, 903, 905, 5608, 5704, 5706, 6104, B, I and Section 3 of the International Fire Code.

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS:

SECTION 1: The City Council of the City of Solana Beach finds that this project is exempt from the provisions of the California Environmental Quality Act pursuant to Section 15061 (b) 3 in that the adoption of the State mandated building codes as proposed could not cause an adverse impact on the environment.

SECTION 2: The City Council of the City of Solana Beach hereby:

A. Rescinds Chapters 15.04, 15.08, 15.10, 15.12, 15.16, 15.20, 15.22, 15.23, 15.24, 15.28, 15.32, 15.33, 15.34, and 15.35 of the Solana Beach Municipal Code (Ordinance 471); and

B. Adopts new Chapters 15.04, 15.08, 15.10, 15.12, 15.16, 15.20, 15.22, 15.23, 15.24, 15.28, 15.32, 15.33, 15.34 and 15.35 of the Solana Beach Municipal Code to read as follows:

Chapter 15.04

CALIFORNIA ADMINISTRATIVE CODE
Chapter 15.04 CALIFORNIA ADMINISTRATIVE CODE
Adoption of the California Administrative Code, Part 1, Title 24 of the 2019
California Code of Regulations.

The California Administrative Code, 2019 edition, Chapter 15.04 is adopted by reference
without change to Buildings and Construction Title 15.

Chapter 15.08

BUILDING CODE

Sections:
15.08.010 Adoption
15.08.020 Section 105.1.3 amended.
15.08.030 Section 105.8 amended.
15.08.040 Section 109.5.1 amended.
15.08.050 Section 109.7 amended.
15.08.060 Section 110.1.1 amended.
15.08.070 Section 113.3 amended
15.08.080. Table 1505.1 amended.
15.08.090. Appendices adopted

15.08.010 Adoption of the California Building Code. Part 2, Title 24 of the
California Code of Regulations.
A. There is adopted and incorporated by reference herein as the city building code for
the purpose of prescribing regulations in the City of Solana Beach for the erection,
construction, enlargement, alteration, repair, moving, removal, conversion, demolition,
occupancy, equipment, use, height, area, and maintenance of buildings and structures,
the 2019 California Building Code, Part 2, Title 24 of the California Code of
Regulations, a portion of the 2019 California Building Standards Code, as defined in
the California State Health and Safety Code, Section 18901 et seq. , including those
Appendix Chapters not shown as deleted by this Chapter. Except as otherwise
provided by this Chapter all erection, construction, enlargement, alteration, repair,
moving, removal, conversion, demolition, occupancy, equipment, use, height, area and
maintenance of buildings and structures within the City of Solana Beach shall be in
conformance with the 2019 California Building Code which is based on the International
Building Code, 2018 Edition and the adopted Appendix chapters, published by the
California Building Standards Commission.

B. Findings. The City of Solana Beach has many large brush-covered hillsides. The
City is subject to frequent Santa Ana conditions consisting of dry gusting winds, which
create extreme fire dangers. The City Council specifically finds that these geographic
and topographic conditions necessitate greater fire protection than that provided by the
State Building Code. Therefore, this chapter alters the 2019 California Building Code,
to require more fire-retardant roof coverings.
C. Deletions, revisions and additions to the 2019 California Building Code shall be as follows:

15.08.020 Section 105.1.3 added.

Permits shall not be issued for construction on a site until the Director of Community Development, or his designee, determines that all other development permits or approvals required by this code or city ordinance have been issued, and that all site preparation, grading or public improvement work has been satisfactorily completed to allow building permits to be issued, and so notifies the Building Official in writing.

Permits shall not be issued if the City Engineer determines that flooding or geologic conditions at the site endanger the public safety or welfare.

15.08.030 Section 105.8 added.

105.8 Progress of work and call for inspections.

1. The provisions of this subparagraph 1 shall apply to building permits issued for single family residential structures or accessory structures on lots zoned for single family dwellings. All work under a building permit shall be completed and call for final inspection of the work shall be made not more than 24 months from the date that the permit was first issued; provided, however, that all exterior work shall be completed and call for final inspection of the exterior work shall be made not more than 12 months from the date that the permit was first issued. Upon written request of permittee, or the owner where the permittee is not the owner, the building official with the written consent of the City Manager, may one-time extend the time periods established by this paragraph for a maximum cumulative time of six months if both of the following are met: (i) the permittee is not in violation of the permit or any of the uniform construction codes adopted by the city; and (ii) the permittee has diligently done work under the permit, but for a good cause shown the work has not been able to be completed within the specified time. The City Manager shall provide a copy of this section to any permittee seeking a first-time extension request and shall advise the permittee of the regulations relating to second request for time extensions.

2. The provisions of this paragraph 2 shall apply to permits issued for all construction other than construction subject to paragraph 1 above. All work under a building permit shall be completed and call for final inspection of the work shall be made not more than 24 months from the date that the permit was first issued. Upon written request of the permittee, or owner where the permittee is not the owner, the building official with the written consent of the City manager, may extend that time periods established by this paragraph for a maximum cumulative time period of one year if both of the following are met: (i) the permittee is not in violation of the permit or any of the uniform
construction codes adopted by reference by the City; and (ii) the permittee has diligently done work under the permit, but for good cause shown the work has not been able to be completed within the specified time. The City Manager shall provide a copy of this section to any permittee seeking a first-time extension request and shall advise the permittee of the regulations relating to the time extensions.

3. The provisions of this subparagraph 3 shall apply to permits issued for all construction where work pursuant to the permit is undertaken to cure or abate a notice of violation of any city ordinance or state statute, including but not limited to violations resulting from construction commenced without the prior issuance of a permit. All such work shall be completed not less than nine months after the issuance of the permit or within such shorter period of time as may be established by order of an officer or employee authorized to enforce the provisions of this code, or the city attorney, as a consequence of code enforcement activity. Extensions of time may be granted by the city council.

4. In addition to the other penalties, a violation by a permittee of the provisions of this subsection (f) shall be grounds for revocation of the permit.

5. In order to recommence work on a project for which the permit has been revoked under the provisions of this subsection (f), the permittee shall submit a new permit application accompanied by new full plan review fees and complete plans and specifications for review by all applicable agencies and/or City departments. Before a new permit can be issued, the permittee shall pay a new full permit fee. Failure to remove the partially completed work shall cause the work to be considered a dangerous building or structure and the City may proceed with abatement of the work as a public nuisance.

6. If a permittee desires more that on extension of the time periods for completion under Subsection (1) and (2) of this Section, the permittee must make a written application to the Community Development Director at least 30 days prior to the expiration of the permit. Such extension of time may be granted by the City Council at a public meeting. The applicant must provide a 300-foot public notice package to the Planning Department.

15.08.040 Section 109.5.1 PERMIT HISTORY SURVEY FEE.
Section 109.5.1 The fee for conducting a permit history survey for an existing structure or facility shall be established by a resolution adopted by the City Council.

15.08.050 Section 109.7 added.
Section 109.7. The United States, the State of California, school districts, the County of San Diego, or the City shall not be required to pay any fee for filing an application for a building permit pursuant to this Code, unless City building inspection services are requested. If so requested, the regular fee schedule shall apply.
15.08.060 Section 110.1.1 added.

110.1.1 INSPECTION RECORD CARD.

1. INSPECTION RECORD CARD. Work requiring a permit shall not be commenced until the permit holder or his agent shall have posted or otherwise made available and inspection record card such as to allow the building official to conveniently make the required entries thereon regarding inspection of the work. This card shall be maintained available by the permit holder until final approval has been granted by the building official.

2. CIRCUIT CARDS. A complete schedule of circuits, showing the number and arrangement of outlets on each circuit, shall be posted or otherwise made available at the service equipment location prior requesting inspection of the rough electrical wiring. Circuit cards furnished by the building official shall be used for this purpose. In lieu of a circuit card, an approved wiring plan may be used.

15.08.070 Section 113.3 amended.

Section 113.3. BUILDING CONSTRUCTION APPEALS BOARD. The City Council shall serve as the Appeals Board to hear appeals of any code interpretation by the City Building Official.

15.08.080 Table 1505.1 Amended. Table 1505.1 of the 2019 California Building Code is amended to read as follows:

Table 1505.1
MINIMUM ROOF COVERING CLASSIFICATION FOR TYPES OF CONSTRUCTION

<table>
<thead>
<tr>
<th>IA</th>
<th>IB</th>
<th>IIA</th>
<th>IIB</th>
<th>IIIA</th>
<th>IIIB</th>
<th>IV</th>
<th>VA</th>
<th>VB</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
</tbody>
</table>

15.08.090. Appendices C, H and I are adopted.

Chapter 15.10

RESIDENTIAL CODE

Sections:
15.10.010 Adoption
15.10.020. Deletions, revisions and additions
15.10.030 Section R101.1 Title Amended.
15.10.040 Section R105.3.1 Amended.
15.10.050 Section R108.1.1 Added.
15.10.060 Section R112.1 Amended.
15.10.070 Section R902.1.3 Amended.
15.10.080 Section R313.1 Exception amended.
15.10.090 Section R313.2 Exception amended.
15.10.100 Appendix H Adopted.

15.10.010 Adoption of the California Residential Code, Part 2.5, Title 24 of the California Code of Regulations. There is adopted and incorporated by reference herein as the city residential code for the purpose of prescribing regulations in the City of Solana Beach for the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of one- and two-family dwellings and townhouses not over three stories above grade and their accessory structures, the 2019 California Residential Code, Part 2.5, Title 24 of the California Code of Regulations a portion of the California Building Standards Code. Except as otherwise provided by this Chapter of the City of Solana Beach Municipal Code, all construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of one- and two-family dwellings and townhouses not more than three stories above grade, shall be in conformance with the 2019 California Residential Code which is based on the International Residential Code, 2018 Edition, and the adopted appendix chapters, published by the California Building Standards Commission.

15.10.020 Deletions, revisions and additions to the California Residential Code and the International Residential Code, 2018 Edition, shall be as follows:

Chapter 1, DIVISION II, SCOPE AND ADMINISTRATION, of the California Residential Code, 2019 Edition, shall be amended as follows:

15.10.030 Section R101.1 Title Amended. “City of Solana Beach,”

15.10.040 R105.3.1 Action on applications Amended.
Permits shall not be issued for construction on a site until the Director of Community Development, or his designee, determines that all other development permits or approvals required by this code or city ordinance have been issued, and that all site preparation, grading or public improvement work has been satisfactorily completed to allow building permits to be issued, and so notifies the Building Official in writing. Permits shall not be issued if the City Engineer determines that flooding or geologic conditions at the site endanger the public safety or welfare.

15.10.050 Section R108.1.1 shall be added: The United States, the State of California, school districts, the County of San Diego, or the City shall not be required to pay any fee for filing an application for a building permit pursuant to this Code, unless City building inspection services are requested. If so requested, the regular fee schedule shall apply.

15.10.060 Section R112.1 Amended: “The City Council shall serve as the Appeals Board to hear appeals of any code interpretation by the City Building Official.”
15.10.070 Section R902.1.3 amended. Section R902.1.3 is amended to read as follows: R902.1.3 Roof coverings in all other areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within a one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be fire-retardant roof covering that is at least Class A.

15.10.080 Section R313.1 Exception amended. Section R313.1 Exception is amended to read as follows: R313.1 Exception: An automatic residential fire sprinkler system may be required by the fire code official when additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed.

15.10.090 Section R313.2(1) amended. Section 313.2(1) Exception is amended to read as follows: R313.2 Exception: An automatic residential fire sprinkler system may be required by the fire code official when additions or alterations to existing buildings that are not already provided with an automatic residential fire sprinkler system.

15.10.100 Appendix H adopted. Appendix H of the California Residential Code is adopted.

Chapter 15.12

ELECTRICAL CODE

Sections:
15.12.010 Adoption.

15.12.010 Adoption of the California Electrical Code, Part 3, Title 24 of the California Code of Regulations. There is adopted and incorporated by reference herein as the city electrical code for the purpose of prescribing regulations in the City of Solana Beach, for the installation, alteration or repair of electrical systems and permit requirements and inspection thereof, the 2019 California Electrical Code, Part 3, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code. Except as otherwise provided by this Chapter of the City of Solana Beach Municipal Code, all installation, alteration or repair of electrical systems within the City of Solana Beach shall be in conformance with California Electrical Code, published by the California Building Standards Commission.

Chapter 15.16

PLUMBING CODE

Sections:
15.16.010 Adoption
15.16.020 Deletions.
15.16.010 Adoption of the California Plumbing Code. Part 5. Title 24 of the California Code of Regulations. There is adopted and incorporated by reference herein as the city plumbing code for the purpose of prescribing regulations in the City of Solana Beach for the construction, alteration, moving, demolition, repair and use of all plumbing, gas or drainage piping and systems or water heating or treating equipment in or on any building or structure or outdoors on any premises or property, the 2019 California Plumbing Code, Part 5, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code, Section 18901 et seq. Except as otherwise provided by this Chapter of the City of Solana Beach Municipal Code, all construction, alteration, moving, demolition, repair and use of all plumbing, gas or drainage piping and systems or water heating or treating equipment within the City of Solana Beach shall be in conformance with 2019 California Plumbing Code and the Uniform Plumbing Code 2018 Edition, published by the California Building Standards Commission.


Chapter 15.20

MECHANICAL CODE

Sections:
15.20.010 Adoption.
15.20.030 Deletions.

15.20.010 Adoption of the California Mechanical Code. Part 4. Title 24 of the California Code of Regulations. There is adopted and incorporated by reference herein as the city mechanical code for the purpose of prescribing regulations in the City of Solana Beach for the erection, installation, alteration, repair, relocation, replacement, addition to, use or maintenance of any heating, ventilating, cooling, refrigeration systems, incinerators or other miscellaneous heat-producing appliances, the 2019 California Mechanical Code, Part 4, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code, Section 18901 et seq. which is based on the Uniform Mechanical Code, 2018 Edition. Except as otherwise provided by this Chapter all erection, installation, alteration, repair, relocation, replacement, addition to, use or maintenance of any heating, ventilating, cooling, refrigeration systems, incinerators or other miscellaneous heat-producing appliances shall be in conformance with the 2019 California Mechanical Code and any rules and regulations promulgated pursuant thereto, published by the California Building Standards Commission.

15.20.020 Deletions to the 2019 California Mechanical Code.

Chapter 15.22

ENERGY CODE

Sections:
15.22.010 Adoption.

15.22013 Adoption of the California Energy Code. Part 6. Title 24 of the California Code of Regulations. There is adopted and incorporated by reference herein as the city energy code for the purpose of prescribing regulations in the City of Solana Beach for the conservation of energy the 2019 California Energy Code, Part 6, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code, Section 18901 et seq. Except as otherwise provided by this Chapter all construction of buildings where energy will be utilized shall be in conformance with 2019 California State Code and any rules and regulations promulgated pursuant thereto as published by the California Building Standards Commission.

Chapter 15.23

GREEN BUILDING CODE

Sections:
15.23.10 Adoption

15.23.010 Adoption of the California Green Building Standards Code, Part 11, Title 24 of the California Code of Regulations. There is adopted and incorporated by reference herein as the city green building code for the purpose of improving public health, safety and general welfare by enhanced design and construction of buildings through the use of building concepts having a reduced negative impact or a positive environmental impact and encourage sustainable construction practices the 2019 California Green Building Standards Code, Part 11 of Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code, Section 18901 et seq. excluding the appendix chapters. Except as otherwise provided by this Chapter the planning, design, operation, construction, use and occupancy of every newly constructed building or structure, shall be in conformance with the 2019 California Green Building Code and any rules and regulations promulgated pursuant thereto as published by the California Building Standards Commission.

Chapter 15.24

INTERNATIONAL PROPERTY MAINTENANCE CODE

Sections:
15.24.10 Adoption


Chapter 15.32

FIRE CODE
15.32.010 Adoption of the 2019 California Fire Code

A. That a certain document, three (3) copies of which are on file in the office of the City of Solana Beach Fire Department being marked and designated as the 2019 California Fire Code, including Appendix I as published by the International Code Council, be and is hereby adopted as the Fire Code of the City of Solana Beach, in the State of California regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, equipment use, and maintenance of buildings and structures, including that providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City of Solana Beach Fire Department are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in this Chapter.

B. Sections of Chapter 1 Administration are hereby revised in or added to the 2019 California Fire Code to read as follows:

Section 101.5 City of Solana Beach Validity

The City Council of the City of Solana Beach hereby declares that should any section, paragraph, sentence or word of this ordinance or of the code hereby adopted be declared for any reason to be invalid, it is the intent of the City Council of the City of Solana Beach that it would have passed all other portions
of this ordinance independently of the elimination here from of any such portion as may be declared invalid.

Section 102.13 Repeal of Conflicting Ordinances, Resolutions or Motions

All former ordinances, resolutions or motions, or parts thereof, including Ordinance 471, which conflict or are inconsistent with the provisions of this Ordinance or of the Code or standards hereby adopted are hereby repealed.

Section 104.12 Response Map Updates

104.12 Response Map Updates. Any new development, project, or request for change of address which necessitates updating of emergency response maps by virtue of new structures, fire hydrants, roadways or similar features, shall be charged a reasonable fee for the updating of all response maps.

Section 109.4 Violation penalties

A. Any person, corporation, association or entity that violates the provisions of Sections 105, 106, 107, 109,110, 111 or 113 of the California Fire Code is guilty of a misdemeanor. Any person, corporation, association or entity that violates any other provisions of this chapter is guilty of a misdemeanor or infraction as determined under Chapter 1.16 SBMC. The penalty for violations shall be determined under Chapter 1.16 SBMC. Each day or portion thereof that a violation of this chapter exists shall constitute a separate violation. Each violation of this chapter, in addition to the offenses under this section, shall constitute a public nuisance.

B. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

C. Section 110.4.11 of the 2019 California Fire Code shall remain in effect.

15.32.030 Definitions

Chapter 2 Definitions – Certain definitions of Section 202 are hereby amended in or added to the 2019 California Fire Code to read as follows:

Section 202 General Definitions
Fire Hazard - is any condition or conduct which a) increases or may increase the threat of fire to a greater degree than customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or b) may obstruct, delay, hinder or interfere with the operations of the fire department or egress of occupants in the event of fire.
Fireworks - is any combustible or explosive composition, or any substance or combination of substances, or device prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation, and shall include blank cartridges, toy pistols, toy cannons, toy canes, or toy guns in which explosives are used, firecrackers, torpedoes, sky-rockets, roman candles, Daygo bombs, sparklers, snap caps, poppers or other devices of like construction and any devices containing any explosive or flammable compound, or any tablet or other device containing any explosive substance, except that the term “fireworks” shall not include any auto flares, paper caps containing not in excess of an average of twenty-five hundredths of a grain of explosive content per cap and toy pistols, toy canes, toy guns or other devices for use of such caps, the sale and use of which shall be permitted at all times. “Fireworks” shall include snap caps and poppers, regardless of the amount of explosive content included in each device.

Hazardous Fire Area - Any geographic area mapped by the State or local jurisdiction as a moderate, high or very high fire hazard area, or as set forth by the FAHJ that contains the type and condition of vegetation, topography, weather, and structure density to potentially increase the possibility of vegetation conflagration fires shall be considered a hazardous fire area.

Mid-Rise Building – A building not defined as a high-rise building by section 202 of the California Building Code and is four stories or more in height. Measurements shall be made from the underside of the roof or floor above the topmost space that may be occupied to the lowest fire apparatus access road level. Nothing in section 321 shall imply or allow a building height in excess of current City of Solana Beach planning and zoning requirements.

Level – An area above or below grade including but not limited to: basements, garages, cellars, mezzanines, or similar structures or uses. Separate contiguous levels of a building will be considered separate stories.

Whenever the terms "This Code" and "2018 International Fire Code" are used they shall mean the 2019 California Fire Code as modified by the City of Solana Beach with the deletions, revisions and additions set forth in the amendments.

In addition to the definitions set forth in the California Fire Code as adopted by reference, whenever the following words or phrases are used in this chapter, they shall have the meanings established by this section:
A. "Chief of fire prevention bureau" means the fire marshal or, if there is none, the chief of the fire department. B. “Jurisdiction” means the City of Solana Beach.
C. “Corporation Counsel” means the city attorney of Solana Beach.
15.32.040 Establishments of limits of districts in which any storage of flammable or combustible liquids in containers and tanks regardless of location are prohibited.

That the geographic limits referred to in certain sections of the 2019 California Fire Code are hereby established and are to read as follows:

Chapter 57 - Flammable and Combustible Liquids

Section 5704.2.9.6.1 Location Where Above-ground Tanks are Prohibited:

In the City of Solana Beach, (geographic limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited): The limits referred to in Section 5704.2.9.6.1 and 5706.2.4.4 of the 2019 California Fire Code and the 2018 International Fire Code in which storage of flammable or combustible liquids in outside aboveground tanks is prohibited are hereby established as the jurisdictional limits of the City of Solana Beach.

1. EXCEPTIONS: 2,000 gallons maximum temporary (six months maximum) above ground tanks meeting UL 2085 for private use on farms, agricultural and rural property, remote construction sites, earth moving projects, gravel pits or borrow pits. Such tanks shall be specially designed, approved and listed, and have features incorporated into their design which mitigates concerns for exposure to heat (two-hour fire resistance), ignition sources and mechanical damage. A fire department permit will be required.

2. Crankcase draining may be stored in specially constructed above ground storage tanks, approved by the Chief, with a maximum capacity of 550 gallons. Such tanks may be located within a building when the Chief deems appropriate, and the container meets the following: specially designed, approved and listed containers which have features incorporated into their design which mitigates concerns for exposure to heat, ignition sources and mechanical damage.

3. Containers must be installed and used in accordance with their listing, and provisions must be made for leak and spill containment. In no case shall such storage be permitted in residential or institutional property. All installations require a fire department permit.

4. With the fire code officials approval, Class I and II liquids may be stored aboveground tanks inside or outside of buildings in specially designed, approved and listed containers which have features incorporated into their design which mitigates concerns for exposure to heat, ignition sources and mechanical damage. Class I liquids will be limited to 550 gallons and class II liquids will be limited to 1,100 gallons. Containers must be installed and used in accordance with their listing, and provisions must be made for leak and spill containment. The Chief may disapprove
the installation of such containers when in his opinion their use presents a risk to life or property.

5. With the Chief’s approval, temporary storage of a maximum 10,000 gallons of Class II liquids may be permitted for a period not to exceed ninety (90) days at remote construction sites, earth moving projects, gravel pits or borrow pits, consistent with 5704 and 5706.

Section 5706 Special Operations

Section 5706.2.4.4 Locations Where Above-ground Tanks are Prohibited

The storage of Class I and Class II liquids in above-ground tanks is prohibited in residential areas within the geographic limits of the City of Solana Beach.

Section 5706.4 Bulk Plants or Terminals

The geographic limits in which bulk plants and terminals of flammable and combustible liquids are received are prohibited for the protection of heavily populated and congested areas and are hereby established as jurisdiction limits of the City of Solana Beach.

Chapter 61 Liquefied Petroleum Gases

Section 6104.2 Maximum Capacity Within Established Limits

The geographic limits in which the bulk storage of liquefied petroleum gas is prohibited for the protection of heavily populated and congested areas is hereby established as jurisdiction limits of the City of Solana Beach except for areas zoned by the County of San Diego for mixed, general or high impact industrial uses.

15.32.050 Section 308.1.6.3 Revised – Sky Lanterns.

Section 308.1.6.3 is revised in the 2019 California Fire Code to read as follows:

Section 308.1.6.3 – Sky lanterns

Sky lanterns, floating luminary, and similar devices propelled by open flame are prohibited for sale or use.

15.32.100 Section 321 Revised – Mid-Rise Buildings.

Section 321 is added to the 2019 California Fire Code to read as follows:

Section 321 Mid-Rise Buildings
Section 321.1 General

All newly constructed mid-rise buildings, or any mid-rise building which undergoes a complete structural or non-structural renovation that requires the complete vacancy of the building to complete the renovation shall comply with sections 321.1-321.5

Exceptions:
1. Buildings used exclusively as an open parking garage.
2. Buildings where all floors above the fourth-floor level are used exclusively as an open parking garage.
3. Buildings such as a power plant, lookout tower, steeple, grain house, or other similar structures with intermittent human occupancy.

Section 321.2 Fire Equipment Control Room

A fire equipment control room for fire department operations shall be provided. The location and accessibility of the room shall be approved by the fire department and be separated from the remainder of the building by not less than a 1-hour barrier. The room shall contain the following at a minimum:

1) Voice alarm and public address panels.
2) Fire alarm control panel.
3) Status indicators and controls for air-handling systems.
4) Fire pump status indicators (if required).
5) Set of complete building plans.

Section 321.3 Road Dimensions

Fire apparatus access roads serving buildings or portions of buildings or facilities that exceed 30 feet in height above the lowest level of fire department vehicle access shall have an unobstructed width of not less than 26 feet.

15.32.110 Section Fees

Section 106.6 is added in the 2019 California Fire Code to read as follows:

SECTION 106.6 – FEES

When any construction project, building, manufacturing process, hazardous occupancy or such similar occurrence present demands on the fire protection service levels that are in excess of those already established and provided by the fire department, and cannot be mitigated by the installation
of fire protection appliances or devices, then the owner and/or operator of that entity shall be responsible for costs associated with necessary training and equipment purchases that may be incurred by the fire department to provide an adequate and safe level of emergency response. This level of emergency response will be established by the Fire Chief.

15.32.120 Section 114 - Firefighting cost recovery.

Section 114.1 is added in the 2019 California Fire Code to read as follows:

Where a fire has resulted from failure to comply with fire safety requirements after notice was given, the Chief may recover costs relating to the response, suppression and overhaul of the fire from the responsible party.

15.32.130 Section 109.4 Abatement of Violation-Non-Compliance Penalty

Section 109.4 is added in the 2019 California Fire Code to read as follows:

When a person fails to comply with a second notice of correction, notice of violation, or notice to cure, the Chief may impose a fee for the recovery of expenses incurred as a result of activities undertaken pursuant to enforcing the fire prevention provisions of this Code. The penalty for non-compliance shall be determined under Chapter 1.16 SBMC.

15.32.170 Section 503 Fire Apparatus Access Roads

The following sections of Chapter 5 - Section 503, Fire Apparatus Access Roads of the 2019 California Fire Code shall be revised to read as follows:

Chapter 5 - Section 503, Fire Apparatus Access Roads

Section 503.2.1 Dimensions

Fire apparatus access roads shall have an unobstructed improved width of not less than 20 feet, except for single-family residential driveways; serving no more than two, single-family dwellings, shall have a minimum of 16 feet of unobstructed improved width.

EXCEPTION:
1. Fire access roadways, gated entrances with card readers, guard stations or center medians, which have separated lanes of one-way traffic, shall be not less than 14 feet wide per lane.

Section 503.2.3 Surface
Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus not less than 75,000 lbs. and shall be provided with an approved paved surface to provide all-weather driving capabilities.

Section 503.2.7 Grade

Grades exceeding 15.0% (incline or decline) on fire apparatus access roads shall not be permitted without mitigation. Minimal mitigation shall be a surface of Portland cement concrete (PCC), with a deep broom finish perpendicular to the entire direction of travel, or equivalent, to enhance traction the entire length of the grade. Maximum grade shall not exceed 20%.

Section 503.2.8 Angles of Approach and Departure

The angle of approach and angle of departure of a fire access roadway shall not exceed seven degrees (12 percent) or as approved by the Chief.

Section 503.2.9 Roadway Turnouts

Turnouts shall be a minimum of 10 feet wide and 30 feet long with a minimum 25-foot taper on each end.

Section 503.3 Marking

When required by the fire code official, approved signs or other approved notices or markings shall be provided for all public and private fire apparatus access roads to identify such roads or prohibit obstruction thereof. Signs, notices or markings shall be maintained in a clean and legible condition at all times and shall be replaced or repaired when necessary to provide adequate visibility. All new public roads, all private roads within major subdivisions and all private roads serving four or more parcels shall be named. Road name signs shall comply with City of Solana Beach standards.

15.32.190 Sections 503.4.2, 503.4.3 - Added – Fire lane parking restrictions.

Sections 503.4.2-503.4.3 are added to the 2019 California Fire Code to read as follows:
503.4.2 Fire Lanes – No Parking
No person shall park, stand or leave unattended any vehicles in any fire lane or fire apparatus access road designated and marked according to the provisions of this Section.

503.4.3 Fire Lanes-No Parking
The Chief or the Fire Marshal shall have the authority to designate fire lanes or fire apparatus access roads within the City, and to enforce the provisions of this Section. The Chief or the Fire Marshal may designate existing roadways as fire access roadways consistent with California Vehicle Code Section 22500.1, and 22685 (a) where he/she determines that such designation is necessary to provide adequate emergency apparatus access.

15.32.200 Section 503.6 – Security gates

Section 503.6 of the 2016 California Fire Code is revised to read as follows:

Sec. 503.6 Security Gates

No person shall install a security gate or security device across a fire access roadway without the fire code official's approval.

1. All gates providing access from a road to a driveway shall be located a minimum of 30 feet from the nearest edge of the roadway and shall be at least two feet wider than the width of the traffic lane(s) serving the gate.
2. An automatic gate across a fire access roadway or driveway shall be equipped with an approved emergency key-operated switch overriding all command functions and opening the gate.
3. A gate accessing more than four residences or residential lots or a gate accessing hazardous institutional, educational or assembly occupancy group structure, shall also be equipped with an approved emergency traffic control-activating strobe light sensor or other device approved by the fire code official, which will activate the gate on the approach of emergency apparatus with a battery back-up or manual mechanical disconnect in case of power failure.
4. An automatic gate shall meet fire department policies deemed necessary by the fire code official for rapid, reliable access.
5. An automatic gate serving more than one dwelling or residential lot in existence at the time of adoption of this chapter is required to install an approved emergency key-operated switch and/or an approved emergency traffic control-activating strobe light sensor approved by the fire code official, at an approved location, which overrides all command functions and opens the gate. A property owner shall comply with this requirement within 90 days of receiving written notice to comply.
6. Where this section requires an approved key-operated switch, it may be dual-keyed or equipped with dual switches provided to facilitate access by law enforcement personnel.
7. Electric gate openers, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

15.32.210 Section 507 - Fire Protection Water Supplies
The following sections of Chapter 5 – Section 507, Fire Protection Water Supplies, in the 2019 California Fire Code shall be revised to read as follows:

Chapter 5 Fire Service Features

Section 507.2.2 Water Tanks

Section 507.2.2A Water Tanks Table 507.2.2A - Water storage tanks, when permitted by the fire code official, shall comply with Table No. 507.2.2A

WATER STORAGE TANKS
Table No. 507.2.2A

<table>
<thead>
<tr>
<th>Building Square Feet</th>
<th>Gallons Per Minute Water Flow</th>
<th>Capacity Gallons</th>
<th>Duration Minutes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 1,500</td>
<td>250</td>
<td>5,000</td>
<td>20</td>
</tr>
<tr>
<td>Over 1,500</td>
<td>250</td>
<td>10,000</td>
<td>40</td>
</tr>
</tbody>
</table>

When exposure distance is one hundred feet (100') or less from adjacent property, or where additional hazards or higher fire flow exists, the required water storage may be modified by the fire code official.

1. Tank elevation shall be equal to or higher than the fire department connection on the premises. Regardless of domestic use, all tanks shall be equipped with a device that will ensure that the tank contains the designated amount of water for fire flow duration as determined by the fire department. Tank size may be increased to serve multiple structures on a single parcel.

2. Supply outlet shall be at least 4 inches in diameter from the base of the tank to the point of outlet at the fire department connection. The fire department connection shall provide an approved means of controlling water flow.

3. The outlet shall be located along an access roadway and shall not be closer than 50 feet or further than 150 feet from the structure.

4. All exposed tanks and supply pipes shall be of an alloy or other material listed for above ground use. Adequate support shall be provided.

Section 507.5.1 Where Required
The location, type and number of fire hydrants connected to a water supply capable of delivering the required fire flow shall be provided on the public or private street, or on the site of the premises to be protected or both. Fire hydrants shall be accessible to fire department apparatus by roads meeting the requirements of section 503.
Section 507.5.1.01 Requirements for single family dwellings

In zones other than industrial, commercial and multi-family, fire hydrants shall be installed in accordance with Table No. 507.5.1.1A.

<table>
<thead>
<tr>
<th>TABLE 507.5.1.1A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parcels ½ acre and larger: Every 500 feet to the structure</td>
</tr>
<tr>
<td>Parcels less than ½ acre: Every 350 feet</td>
</tr>
</tbody>
</table>

Section 507.5.1.02 Requirements for multi-family, commercial and industrial zones

In multi-family zones and in commercial and industrial zones, fire hydrants shall be installed at intersections, at the beginning radius of cul-de-sacs, and every 300 feet of fire access roadways, regardless of parcel size.

15.32.230 Sections 903, 905 - General fire extinguishing system requirements

The following sections of Chapter 9 – Fire Protection Systems, in the 2019 California Fire Code shall be revised to read as follows:

Section 902.1 Definitions – Added Definition

LIFE SAFETY SPRINKLER SYSTEM shall meet National Fire Protection Association Standards 13-D and 13-R latest addition, and City of Solana Beach installation policies as appropriate

Section 903 – Automatic Sprinkler Systems

Section 903.2 - Where required

Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in sections 903.2.01.1 through 903.2.12, and may be required in additions and remolds of existing structures as described in section 903.2.01

Section 903.2.01 Additions, Remodels and Reconstruction

An automatic sprinkler system installed in accordance with 903.3 may be required to be installed throughout structures when the addition is more than 50% of the existing building or where the scope of work includes significant modifications to the interior/or roof of the building.
Exceptions:

1) If the cost of the installation exceeds 15 percent of the valuation of the project. Formal bids shall be provided to the fire prevention bureau to be reviewed for acceptance.

2) If the addition to the existing building is strictly for the creation of a new Accessory Dwelling Unit; no additions or remodels to the existing building is permitted.

This section is not intended to require fire sprinkler retrofits for maintenance or improvements of the infrastructure around the structure. Maintenance shall be defined for this section as the normal replacement of existing fixtures. Examples of maintenance work include items such as flooring, plumbing repairs or windows. Improvements required by legislation such as the Americans with Disabilities Act (ADA) do not require fire sprinkler protection under this section.

903.2.02 - New Commercial and Group U

An automatic sprinkler system installed in accordance with section 903.3 shall be required in new buildings and structures where the required fire flow exceeds 1,500 gallons per minute as calculated by section 507.3., or when the square footage of a new commercial building exceeds 5,000 square feet.

Exception:

Agricultural buildings constructed of wood or metal frame, over which fabric or similar material is stretched, which are specifically used as green houses are exempt from the automatic sprinkler requirements unless physically connected to other structures.

903.2.03 - Existing Commercial Office Buildings

An automatic sprinkler system installed in accordance with section 903 shall be required in existing buildings and structures when the total valuation of the remodel exceeds one hundred thousand ($100,000.00) dollars.

The renovation of an existing commercial building that is less than $100,000.00 in cost; that includes any and all work that requires a Building, Mechanical, Electrical, Plumbing or Fire Protection System Permit, will not require the installation of a fire sprinkler or standpipe system. This section shall not supersede state mandated requirements for a specific occupancy, nor apply to any change in use of occupancy.
Section 905 Standpipe Systems - Required Installations

Section 905.3 Standpipes for New Commercial Buildings:

A Class I standpipe with 2.5-inch hose valves shall be provided for all new commercial buildings three levels or more in height, regardless of occupancy type. Hose valves and connections shall be located in each stair enclosure and on each floor level, including the roof. For single story buildings or parking structures with large floor areas, class I standpipe connections may be required when hose pull lengths exceed 150 feet.

Section 905.3.1 Standpipes for Existing Commercial Buildings:

A Class I standpipe system with 2.5-inch hose valves shall be provided for existing commercial buildings three levels or more in height, when the valuation of a remodel exceeds one hundred thousand ($100,000.00) dollars. The renovation of an existing commercial building which is less than $100,000.00 in cost; which includes any and all work that requires a Building, Mechanical, Electrical, Plumbing or Fire Protection System Permit, will not require the installation of a standpipe system. If an existing commercial occupancy has a change in use of occupancy, then standpipes will be required to be installed. Hose valves and connections shall be located in each stair enclosure and on each floor level, including the roof. For single story buildings or parking structures with large floor areas, class I standpipe connections may be required when hose pull lengths exceed 150 feet.

15.32.350 Explosives and Fireworks

The following sections of Chapter 56 – Explosives and Fireworks, in the 2019 California Fire Code shall be added to read as follows:

Chapter 56 Explosives and Fireworks

Section 5608.2 Fireworks

Fireworks shall not be sold, manufactured, disposed or discharged within the jurisdictional boundaries of the City of Solana Beach, except when all necessary permits have been issued by all the relevant agencies, including a permit for public display, theatrical purposes and/or group entertainment issued by the fire department, to a California State Fire Marshal licensed pyro-technician and the minimum requirements of Title-19, California Code of Regulations, Chapter-6, fireworks are met. The San Diego County Regulatory Ordinance, Title-3, Division-2, Chapter 1, section 32.101 through 32.108 may be used as a guide when enforcing these requirements.
Section 5608.3 Fireworks Penalty

Any person violating any provisions or failing to comply with this Chapter or the requirements of Title-19 California Code of Regulations, chapter 6, and/or San Diego County Regulatory Ordinance, Title-3, Division-2, Chapter 1, section 32.101 through 32.108, shall be guilty of a misdemeanor and upon conviction thereof, shall be punishable by a fine not to exceed One Thousand dollars ($1,000) or by imprisonment in the County jail for a period of not more than one year or by both such fine and imprisonment.

Chapter 15.33

HISTORICAL BUILDING CODE

Sections:
15.33.10 Adoption


Chapter 15.34

EXISTING BUILDING CODE

Sections:
15.34.10 Adoption

15.34.010 adoption of the California Existing Building Code, Part 10, Title 24 of the California Code of Regulations. The California Existing Building Code, 2019 edition, Chapter 15.34 is adopted by reference without change to Buildings and Construction Title 15.

Chapter 15.35

REFERENCED STANDARDS CODE

Sections:
15.35.10 Adoption


SECTION 3: SEVERABILITY
If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. Such section, subsection, sentence, clause or phrase, instead, shall be superseded and replaced by the corresponding provisions, if any exist, of Title 24 of the California Code of Regulations. The City Council of the City of Solana Beach hereby declares that it would have passed this Ordinance and each section or subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 4: INCONSISTENCIES

To the extent the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior City ordinance, motion, resolution, rule or regulation governing the same subject, the terms of this Ordinance shall prevail with respect to the subject matter thereof.

SECTION 5: INTERPRETATION

In interpreting this Ordinance or resolving any ambiguity, this Ordinance shall be interpreted in a manner that effectively accomplishes its stated purposes.

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 § 36933.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Solana Beach, California on the 23rd day of October, 2019; and

THEREAFTER ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California on the ___ day of ________, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____________________
DAVID A. ZITO, Mayor

APPROVED AS TO FORM: ATTEST
STAFF REPORT
CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: November 13, 2019
ORIGINATING DEPT: City Manager's Department
SUBJECT: Council Consideration of Resolution 2019 – 150 Authorizing the City of Solana Beach to Provide Upfront Funding for the Start-Up Costs for the Clean Energy Alliance

BACKGROUND:
At the October 9, 2019 City Council (Council) meeting, the Council approved Resolution 2019 – 136 approving the City’s participation in the new regional Community Choice Aggregation (CCA) program the Clean Energy Alliance (CEA). CEA consists of the cities of Carlsbad, Del Mar and Solana Beach (Member Agencies) and is scheduled to launch in 2021. The fiscal impact of developing and launching the CEA is estimated at $450,000 for Fiscal Year (FY) 2019/2020 and each Member Agency is responsible for an equal share of the funds.

This item is before Council to consider approving Resolution 2019 – 150 (Attachment 1) authorizing the City of Solana Beach (City) to provide $150,000 for the City’s equal share in upfront costs to develop CEA in FY 2019/2020. If approved, the Council is being asked to authorize the City Manager to negotiate a no-interest Cost Reimbursement for Member Agency Support Agreement with CEA. These upfront costs would be reimbursed to each Member Agency when sufficient CEA revenues are available, but no longer than 36 months after launch.

DISCUSSION:
Staff from the Member Agencies have developed an initial FY 2019/2020 budget focused on the actions necessary to meet the requirements related to certification of the CEA Implementation Plan and the completion of the CCA registration process. These activities and timeline were set forth in California Public Utilities Commission (CPUC) Resolution E-4907, approved by the CPUC February 8, 2018. These activities include:

- Payment of the CCA Financial Security Requirement (CCA Bond)

CITY COUNCIL ACTION:

AGENDA ITEM C.3.
Filing of an Initial Renewable Portfolio Standards Procurement
- Participation in Initial Year-Ahead Resource Adequacy process

Costs related to the activities necessary to ensure compliance with all CCA certification and registration requirements, as well as to ensure a successful launch in 2021, are estimated to total $450,000 for the fiscal year ending June 30, 2020.

The FY 2019/2020 budget addresses the need for consulting services to perform the duties necessary for a successful 2021 CCA launch; technical consultants for regulatory compliance activity; legal services for both general counsel and special regulatory counsel; professional services for tasks such as graphic design services and website development, and membership in California Community Choice Association as an affiliate member. The draft budget includes line items that, depending on the direction from the CEA Board, could be funded through traditional bank financing, deferred fees and/or partner support, thereby reducing the amount of funds required from each Member Agency to provide for pre-launch costs. The draft budget is included below:

<table>
<thead>
<tr>
<th>FY 19/20</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staffing/Consultants</td>
<td>$ 50,000.00 FY 19/20 Partial Year CEO and Administrative Support</td>
</tr>
<tr>
<td>Legal Services</td>
<td>130,000.00 General Counsel &amp; Special Counsel</td>
</tr>
<tr>
<td>Professional Services</td>
<td>115,000.00 Website Development; Technical Support</td>
</tr>
<tr>
<td>CCA Bond</td>
<td>147,000.00 Required to be paid by March 2020</td>
</tr>
<tr>
<td>CalCCA Membership &amp; Dues</td>
<td>1,500.00 Affiliate Membership 19/20</td>
</tr>
<tr>
<td>Graphic Design Services/Marketing</td>
<td>$6,500 Logo/Mailers</td>
</tr>
<tr>
<td>TOTAL PROJECTED BUDGET</td>
<td>$ 450,000.00</td>
</tr>
</tbody>
</table>

As noted in blue highlight in the table above, certain costs could be funded through traditional bank financing and/or deferred fees/consultant partner support. If the CEA Board opts to take advantage of these types of programs, the cost implications could be reduced for each Member Agency. However, each Member Agency is being asked to provide the total amount to allow for CEA Board flexibility as the program is developed.

**CEQA COMPLIANCE STATEMENT:**

The action being considered by the City Council is exempt from the California Environmental Quality Act (CEQA) because it is not a “project” under Section 15378(b)(5) of CEQA Guidelines.

**FISCAL IMPACT:**

For FY 2019/2020, the total cost to complete the necessary steps for CEA program development is estimated at $450,000. Each Member Agency is being requested to contribute an equal share of that total amount. The upfront contribution will be on a no-interest basis and will be repaid back to the Member Agencies through CEA program
revenues as early as financially feasible, but no later than 36-months after program launch.

The City's contribution will be reported as a "Due to Other Governments" on its General Fund balance sheet. No appropriation is needed at this time for the contribution.

**WORK PLAN:**

Environmental Sustainability – Policy Development – Implement Solana Energy Alliance

**OPTIONS:**

- Approve Staff recommendations
- Do not approve Staff recommendations
- Provide alternative direction to Staff

**DEPARTMENT RECOMMENDATION:**

Staff recommends the City Council approve Resolution 2019 – 150:

1. Authorizing the City to provide $150,000 for the City's equal share in upfront costs to develop CEA for FY 2019/2020.

2. Authorizing the City Manager to negotiate a no-interest Cost Reimbursement for Member Agency Support Agreement with CEA.

**CITY MANAGER RECOMMENDATION:**

Approve Department Recommendation.

/Gregory Wade, City Manager

Attachments:

1. Resolution 2019 – 150
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING THE CITY OF SOLANA BEACH TO PROVIDE UPFRONT COSTS TO DEVELOP THE CLEAN ENERGY ALLIANCE

WHEREAS, at the October 9, 2019 City Council (Council) meeting, the Council approved Resolution 2019 – 136 approving the City’s participation in the new regional Community Choice Aggregation (CCA) program the Clean Energy Alliance (CEA); and

WHEREAS, CEA consists of the cities of Carlsbad, Del Mar and Solana Beach (Member Agencies) and is scheduled to launch in 2021; and

WHEREAS, the fiscal impact of developing and launching CEA is estimated at $450,000 for Fiscal Year (FY) 2019/2020 and each Member Agency is responsible for an equal share of the funds; and

WHEREAS, the upfront contribution will be on a no interest basis and will be repaid back to the Member Agencies through CEA program revenues as early as financially feasible, but no later than 36-months after program launch.

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

1. That the foregoing recitations are true and correct.

2. That the City Council authorizes the City to provide $150,000 for the City’s equal share in upfront costs to develop CEA for FY 2019/2020.
3. That the City Council authorizes the City Manager to negotiate a no interest Cost Reimbursement for Member Agency Support Agreement with CEA.

PASSED AND ADOPTED this 13th day of November 2019, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

________________________
DAVID A. ZITO, Mayor

APPROVED AS TO FORM: ATTEST:

________________________
JOHANNA N. CANLAS, City Attorney

________________________
ANGELA IVEY, City Clerk