

CITY OF SOLANA BEACH

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



AGENDA

Joint REGULAR Meeting
Wednesday, July 12, 2023 * 6:00 p.m.

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

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

PUBLIC MEETING ACCESS

The Regular Meetings of the City Council are scheduled for the 2nd and 4th Wednesdays and are broadcast live. The video taping of meetings are maintained as a permanent record and contain a detailed account of the proceedings. Council meeting tapings are archived and available for viewing on the City's [Public Meetings](#) webpage.

WATCH THE MEETING

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

AGENDA MATERIALS

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

PUBLIC COMMENTS

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

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

And/Or

Verbal Comment Participation:

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

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

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

SPECIAL ASSISTANCE NEEDED

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

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

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

Gregory Wade
City Manager

Johanna Canlas
City Attorney

Angela Ivey
City Clerk

SPEAKERS:

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

READING OF ORDINANCES AND RESOLUTIONS:

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

CALL TO ORDER AND ROLL CALL:

CLOSED SESSION REPORT:

FLAG SALUTE:

APPROVAL OF AGENDA:

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

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

ORAL COMMUNICATIONS:

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

COUNCIL COMMUNITY ANNOUNCEMENTS / COMMENTARY:

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

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

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

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

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

Recommendation: That the City Council

1. Ratify the list of demands for June 10, 2023 – June 23, 2023.

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

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

A.2. General Fund Adopted Budget for Fiscal Year 2022/2023 Changes. (File 0330-30)

Recommendation: That the City Council

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

[Item A.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. Citywide Traffic Speed Survey Validation. (File 0860-45)

Recommendation: That the City Council

1. Adopt **Resolution 2023-093**:
 - a. Validating the 2023 Citywide Engineering and Traffic Speed Surveys performed by Minagar and Associates.
 - b. Declaring upon the basis of the 2023 Citywide Engineering and Traffic Speed Surveys that the speed limits listed in Exhibit A shall be effective when appropriate signs giving notice thereof are erected upon the street.

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

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

A.4. Fletcher Cove Park Lithocrete Repairs Project. (File 0820-35)

Recommendation: That the City Council

1. Adopt **Resolution 2023-081**:
 - a. Authorizing the City Council to accept, as complete, the Fletcher Cove Park Lithocrete Concrete Repairs Project, Bid No. 2022-083, performed by T.B Penick & Sons, Inc.
 - b. Authorizing the Finance Director to appropriate \$4,263 from Fund 450 Sand Replenishment/Transit Occupancy Tax (TOT) to the Fletcher Cove Concrete Repairs project listed in the Capital Improvement Program.
 - c. Authorizing the City Clerk to file a Notice of Completion.

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

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

A.5. Fiscal Year 2023/2024 Salary, Classification, Compensation Plans and MOUs.
(File 0530-30)

Recommendation: That the City Council

1. Adopt **Resolution 2023-096** approving the FY 2023/2024 Salary and Compensation schedules.
2. Adopt **Resolution 2023-097** approving the Memoranda of Understanding between the City and the Solana Beach Employee Association-Miscellaneous and between the City and Solana Beach Employee Association-Marine Safety Unit.
3. Authorize the City Treasurer to amend the FY 2023/2024 Adopted Budget accordingly.

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

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

A.6. Americans with Disabilities Act (ADA) Pedestrian Ramps Project. (File 0820-15)

Recommendation: That the City Council

1. Adopt **Resolution 2023-094**:

- a. Authorizing the City Council to accept, as complete, the ADA Pedestrian Ramps, Bid No. 2023-02, constructed by Portillo Concrete.
- b. Authorizing the City Clerk to file a Notice of Completion.

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

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

A.7. Federal Public Affairs Consultant Services. (File 0480-80)

Recommendation: That the City Council

1. Adopt **Resolution 2023-098** authorizing the City Manager to extend and amend the Professional Services Agreement with Warwick Consulting Group.

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

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

A.8. Response to San Diego County Grand Jury Report "Housing in San Diego County". (File 0470-80)

Recommendation: That the City Council

1. Adopt **Resolution 2023-099**, approving the response to the Grand Jury Report and authorize the Mayor and the City Manager to sign the response.

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

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

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

B. PUBLIC HEARINGS: (B.1.)

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

B.1. Public Hearing: 255 S. Nardo, Applicant: Harris, Case: DRP22-023, SDP22-022.
(File 0600-40)

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

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.
2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15301 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt **Resolution 2023-075** conditionally approving a DRP and SDP to construct a 790 square foot addition to an existing two-story single-family residence with an attached garage and perform associated site improvements at 255 S. Nardo Avenue, Solana Beach.

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

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

C. STAFF REPORTS: (C.1. – C.2.)

Submit speaker slips to the City Clerk.

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

C.1. Accessory Dwelling Unit (ADU) Update and Discussion. (File 0610-10)

Recommendation: That the City Council

1. Provide input and direction regarding the City's ADU regulations.

[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. Electric Bicycle Safety Measures. (File 0250-00)

Recommendation: That the City Council

1. Discuss options for e-bike safety and education programs in coordination with the Sheriff's Department and receive direction on options related to both education and enforcement actions in the City.

[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.

WORK PLAN COMMENTS:

Adopted June 28, 2023

COMPENSATION & REIMBURSEMENT DISCLOSURE:

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

COUNCIL COMMITTEE REPORTS: [Council Committees](#)

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

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

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

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

CITIZEN COMMISSION(S)

- a. Climate Action Commission – Zito, Becker

ADJOURN:

Next Regularly Scheduled Meeting is August 23, 2023

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

AFFIDAVIT OF POSTING

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

I, Angela Ivey, City Clerk of the City of Solana Beach, do hereby certify that this Agenda for the July 12, 2023 Council Meeting was called by City Council, Successor Agency to the Redevelopment Agency, Public Financing Authority, and the Housing Authority of the City of Solana Beach, California, was provided and posted on July 05, 2023 at 2:45 p.m. on the City Bulletin Board at the entrance to the City Council Chambers. Said meeting is held at 6:00 p.m., July 12, 2023, in the Council Chambers, at City Hall, 635 S. Highway 101, Solana Beach, California.

Angela Ivey, City Clerk
City of Solana Beach, CA

UPCOMING CITIZEN CITY COMMISSION AND COMMITTEE MEETINGS:

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

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



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 12, 2023
ORIGINATING DEPT: Finance
SUBJECT: Register of Demands

BACKGROUND:

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

Register of Demands: 06/10/2023 through 06/23/2023

Check Register - Disbursement Fund (Attachment 1)		\$	1,176,160.58
Net Payroll Staff N25	June 23, 2023		321,827.47
Net Payroll Staff NM6	June 23, 2023		10,145.00
TOTAL		\$	<u>1,508,133.05</u>

DISCUSSION:

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

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

The register of demands for June 10, 2023 through June 23, 2023 reflects total expenditures of \$1,508,133.05 from various City sources.

WORK PLAN:

N/A

CITY COUNCIL ACTION: _____

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

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

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Check Register – Disbursement Fund



City of Solana Beach

Register of Demands

6/10/2023 - 6/23/2023

Department Vendor	Description	Date	Check/EFT Number	Amount
100 - GENERAL FUND				
MISSION SQUARE PLAN 302817	Payroll Run 1 - Warrant N26	06/22/2023	9000858	\$16,913.94
SOLANA BEACH FIREFIGHTERS ASSOC	Payroll Run 1 - Warrant N26	06/22/2023	9000862	\$850.00
SAN DIEGO COUNTY SHERIFF'S DEPT.	MAY 23-CREDIT TOW FEE	06/16/2023	103934	(\$382.97)
SAN DIEGO COUNTY SHERIFF'S DEPT.	APR 23-SHERIFF LAW ENFORCEMENT	06/16/2023	103934	\$233.11
CALPERS	N25 06/09/23 PD (06/16/23 PERS)	06/16/2023	9061623	\$52,544.39
CALPERS	EE589 ENROLLMENT	06/14/2023	9061423	\$220.29
CALPERS	EE544 REVERSAL/OT DETERMINATION	06/14/2023	9061423	(\$58.10)
STERLING HEALTH SERVICES, INC.	NC 03 FSA CONTRIBUTIONS	06/16/2023	9000847	\$237.50
STERLING HEALTH SERVICES, INC.	N25 FSA/DCA CONTRIBUTIONS	06/16/2023	9000847	\$1,442.97
STERLING HEALTH SERVICES, INC.	N25 FSA/DCA CONTRIBUTIONS	06/16/2023	9000847	\$819.68
INSTATAX	NC12 TAX PAYMENT	06/14/2023	990120251	\$101.61
INSTATAX	NC12 TAX PAYMENT	06/14/2023	990120251	\$283.96
INSTATAX	NC12 TAX PAYMENT	06/14/2023	990120251	\$50.00
STATE OF COLORADO	N23/N24 CO TAXES	06/13/2023	990120255	\$346.70
THOMAS J & BETH A JOYCE TTEE	RFND-SDP21-021/421 N GRANADOS	06/22/2023	103980	\$1,761.00
SAMARRAI COUNSELING	RFND-BC-011238/FIRE FEE	06/16/2023	103933	\$106.00
GERARDO GARCIA	RFND-ENC22-0133	06/16/2023	103916	\$557.00
LINDA LUX	RFND-ENC22-0035/545 STEVENS	06/22/2023	103964	\$238.00
GARRETT CHAN	RFND-SB-0639890	06/22/2023	103960	\$32.50
CALIFORNIA FIREFIGHTERS BENEFIT TRUST	N25/N26 FF TRUST CONTRIBUTION	06/22/2023	103947	\$4,600.00
TOTAL GENERAL FUND				\$80,897.58
1005150 - CITY CLERK				
PITNEY BOWES GLOBAL FINANCIAL SVC	ACCT: 29312709/POSTAGE RE-FILL	06/22/2023	103971	\$1,500.00
STAPLES CONTRACT & COMMERCIAL	SHIPPING TAPE	06/22/2023	103978	\$37.70
STAPLES CONTRACT & COMMERCIAL	ERGO MOUSE	06/22/2023	103978	\$76.11
STAPLES CONTRACT & COMMERCIAL	FILE JACKETS/FILE FOLDERS/FURNITURE SLIDERS	06/22/2023	103978	\$85.65
STAPLES CONTRACT & COMMERCIAL	TAPE/SHIPPING TAPE	06/22/2023	103978	\$117.74
STAPLES CONTRACT & COMMERCIAL	PAPER ORGINIZER	06/22/2023	103978	\$21.74
MAUREEN KANE & ASSOCIATES INC	TRAINING-CLERK COURSE	06/16/2023	103921	\$1,500.00
FEDEX	SHIPPING-06/06/23-FIN	06/22/2023	103957	\$44.66
CORODATA RECORDS MANAGEMENT, INC	MAR 23 - STORAGE, SHREDDING	06/22/2023	103948	\$968.70
CORODATA RECORDS MANAGEMENT, INC	MAY 23 - STORAGE, SHREDDING	06/22/2023	103948	\$1,062.94
TOTAL CITY CLERK				\$5,415.24
1005200 - CITY MANAGER				
KEYSER MARSTON ASSOCIATES, INC	MAY 23-PROFESSIONAL SERVICES	06/16/2023	103919	\$14,871.25
TOTAL CITY MANAGER				\$14,871.25
1005300 - FINANCE				
KFORCE INC.	06/01/23-TEMP SERVICES	06/16/2023	9000840	\$396.80
AMAZON.COM SALES, INC	TONER/PRINTER-FIN	06/16/2023	103901	\$127.23
AMAZON.COM SALES, INC	TONER/PRINTER-FIN	06/16/2023	103901	\$326.23
AMAZON.COM SALES, INC	FILE DESK ORGANIZER	06/16/2023	103901	\$35.85
TOTAL FINANCE				\$886.11

1005350 - SUPPORT SERVICES

XEROX CORPORATION	MAY 23-XEROX UPSTAIRS	06/22/2023	103986	\$298.25
XEROX CORPORATION	MAY 23-XEROX UPSTAIRS	06/22/2023	103986	\$155.13
XEROX CORPORATION	MAY 23-XEROX CLERK	06/22/2023	103986	\$186.61
XEROX CORPORATION	MAY 23-XEROX CLERK	06/22/2023	103986	\$271.68
XEROX CORPORATION	MAY 23-XEROX PLN/ENG	06/22/2023	103986	\$101.09
XEROX CORPORATION	MAY 23-XEROX PLN/ENG	06/22/2023	103986	\$271.50
XEROX CORPORATION	MAY 23-XEROX PLN/ENG	06/22/2023	103986	\$546.78
XEROX CORPORATION	MAY 23-XEROX-FIERY-CLK	06/22/2023	103986	\$122.84
XEROX CORPORATION	MAY 23-XEROX-FIERY-UPSTAIRS	06/22/2023	103986	\$132.61
XEROX CORPORATION	MAY 23-XEROX-FIERY-PLN	06/22/2023	103986	\$132.61
READY REFRESH BY NESTLE	MAY 23-DRINKING WATER -CH	06/16/2023	103931	\$288.85
READY REFRESH BY NESTLE	MAY 23-DRINKING WATER-LC	06/16/2023	103931	\$45.96
READY REFRESH BY NESTLE	MAY 23-DRINKING WATER-PW	06/16/2023	103931	\$79.89
AMAZON.COM SALES, INC	PAPER PLATES/COFFEE	06/16/2023	103901	\$138.17
TOTAL SUPPORT SERVICES				\$2,771.97

1005400 - HUMAN RESOURCES

SHARP REES-STEALY MEDICAL GROUP	MAY 23-PRE-EMPLOYMENT SCREENING	06/16/2023	9000845	\$3,899.00
EMBROIDERY IMAGE	THANK YOU GIFT-FIN	06/16/2023	103913	\$86.58
PRIMO INVESTIGATIONS	BACKGROUND CHECK-FS	06/16/2023	103927	\$375.00
ANDA WRIGHT	PROFESSIONAL ENGINEERING LICENSE	06/16/2023	103903	\$1,459.15
DEPARTMENT OF JUSTICE	MAY 23- FINGERPRINT APP	06/22/2023	103954	\$559.00
COASTAL LIVE SCAN AND INSURANCE	MAY 23-FINGERPINTS	06/16/2023	103909	\$390.00
RALPH ANDERSEN & ASSOCIATES	FINANCE DIRECTOR RECRUITMENT	06/16/2023	103929	\$2,450.00
RALPH ANDERSEN & ASSOCIATES	FINANCE DIRECTOR RECRUITMENT	06/16/2023	103929	\$1,325.00
LUKAS FERRANDO	RFND-LIVESCAN	06/22/2023	103966	\$30.00
TOTAL HUMAN RESOURCES				\$10,573.73

1005450 - INFORMATION SERVICES

COX COMMUNICATIONS INC	0013410039730701-05/19/23-06/18/23	06/22/2023	103950	\$315.82
VERIZON WIRELESS-SD	670601022-04/24/23-05/23/23	06/22/2023	103984	\$114.03
WESTERN AUDIO VISUAL	JUN 23-AUDIO VISUAL MNT	06/22/2023	103985	\$499.00
AT&T CALNET 3	9391062899-03/24/23-04/23/23	06/22/2023	103945	\$154.88
AT&T CALNET 3	9391053641-04/24/23-05/23/23	06/22/2023	103945	\$154.88
AT&T CALNET 3	9391062899-04/24/23-05/23/23	06/22/2023	103945	\$154.88
AT&T CALNET 3	9391012278-04/24/23-05/23/23	06/22/2023	103945	\$3,346.92
AT&T CALNET 3	9391012282-04/24/23-05/23/23	06/22/2023	103945	\$26.73
MANAGED SOLUTION	JUN 23-IT Services Managed Solution	06/22/2023	103967	\$550.00
MANAGED SOLUTION	JUN 23-IT Services Managed Solution	06/22/2023	103967	\$2,190.86
FISHER INTEGRATED, INC.	APR 23-WEB STREAMING SVC	06/22/2023	103959	\$300.00
TING FIBER INC.	JUN 23-Ting Fiber-TIDE BEACH	06/22/2023	9000864	\$450.00
TING FIBER INC.	JUN 23-DEL MAR SHORES LG TOWER	06/22/2023	9000864	\$450.00
TING FIBER INC.	JUN 23-SB FACILITIES	06/22/2023	9000864	\$3,249.00
TOTAL INFORMATION SERVICES				\$11,957.00

1005550 - PLANNING

UT SAN DIEGO - NRTH COUNTY	PUB HRNG-DRP23-001	06/16/2023	103938	\$369.95
UT SAN DIEGO - NRTH COUNTY	PUB HRNG-DRP22-023/SDP 22-020	06/22/2023	103982	\$399.98
UT SAN DIEGO - NRTH COUNTY	PUB HRNG-DRP22-015/SDP22-013	06/22/2023	103982	\$388.43
DANIEL WELTE	MILEAGE-05/24/23	06/22/2023	103952	\$32.10
DANIEL WELTE	MILEAGE-06/01/23	06/22/2023	103952	\$20.96
CONSTRUCTION TESTING & ENGINEERING, INC.	COSB SAND CALCS	06/22/2023	103981	\$1,490.00
TOTAL PLANNING				\$2,701.42

1005560 - BUILDING SERVICES

1 STOP TONER & INKJET, LLC	TONER	06/16/2023	9000843	\$172.39
ESGIL CORPORATION	APR 23-FIRE INSPECTION	06/16/2023	103914	\$1,045.00
ESGIL CORPORATION	APR 23-PLAN REVIEW/BUILDING INSPECTION	06/16/2023	103914	\$27,576.75
ESGIL CORPORATION	MAR 23-PLAN REVIEW & BUILDING INSPECTION	06/22/2023	103956	\$285.00
ESGIL CORPORATION	MAR 23-PLAN REVIEW & BUILDING INSPECTION	06/22/2023	103956	\$41,548.31
TOTAL BUILDING SERVICES				\$70,627.45

1005590 - CODE ENFORCEMENT

DATATICKET INC.	APR 23-PARKING CITATION PROCESSING SVC	06/22/2023	103953	\$425.26
DATATICKET INC.	APR 23-PARKING CITATION PROCESSING SVC	06/22/2023	103953	\$1,539.05
DATATICKET INC.	MAY 23-PARKING CITATION PROCESSING SVC	06/22/2023	103953	\$210.00
DATATICKET INC.	MAY 23-PARKING CITATION PROCESSING SVC	06/22/2023	103953	\$454.38
DATATICKET INC.	MAR 23-PARKING CITATION PROCESSING SVC	06/22/2023	103953	\$439.07
DATATICKET INC.	MAR 23-PARKING CITATION PROCESSING SVC	06/22/2023	103953	\$1,592.06
VERIZON WIRELESS-SD	442224168-04/24/23-05/23/23	06/22/2023	103984	\$141.77
COUNTY OF SAN DIEGO_5210	PARKING CITE ADMIN JAN-JUN 22/DEC 20	06/16/2023	103911	\$13,626.41
COUNTY OF SAN DIEGO_5210	PARKING CITE ADMIN JUL- DEC 2022	06/16/2023	103911	\$26,367.26
COUNTY OF SAN DIEGO_5210	PARKING CITE ADMIN JAN- MAR 23	06/16/2023	103911	\$9,587.75
WEX FLEET UNIVERSAL	05/08/23-06/07/23-AUTO FUEL	06/16/2023	103940	\$190.81
TOTAL CODE ENFORCEMENT				\$54,573.82

1006110 - LAW ENFORCEMENT

SAN DIEGO COUNTY SHERIFF'S DEPT.	APR 23-SHERIFF LAW ENFORCEMENT	06/16/2023	103934	\$399,063.65
TOTAL LAW ENFORCEMENT				\$399,063.65

1006120 - FIRE DEPARTMENT

PALOMAR COLLEGE	SPRING FIRE CLASS-32114	06/16/2023	103925	\$850.00
ACE UNIFORMS LLC	NEW FIRE PREVENTION	06/16/2023	9000837	\$1,095.97
ACE UNIFORMS LLC	BELT	06/16/2023	9000837	\$21.64
FIRE ETC.	FIREHOSE	06/22/2023	103958	\$3,733.54
REGIONAL COMMS SYS, MS 056 - RCS	MAY 23-CAP CODE	06/16/2023	103932	\$32.50
FIRE STATS, LLC	JAN-MAR 23-FIRE DATA	06/16/2023	103915	\$637.50
LINEGEAR FIRE & RESCUE EQUIPMENT	HELMET/HOT SHEILD/ESS INFLUX FIREPRO	06/16/2023	103920	\$234.90
TOTAL FIRE DEPARTMENT				\$6,606.05

1006130 - ANIMAL CONTROL

HABITAT PROTECTION, INC	DEAD ANIMAL REMOVAL	06/22/2023	9000857	\$350.00
TOTAL ANIMAL CONTROL				\$350.00

1006150 - CIVIL DEFENSE

AT&T CALNET 3	9391012275 - 04/24/23-05/23/23	06/16/2023	103904	\$154.88
TOTAL CIVIL DEFENSE				\$154.88

1006170 - MARINE SAFETY

CAMEO PAPER & JANITORIAL SUPPLY INC	TOWELS/CLEANER/SOAP	06/16/2023	103907	\$329.31
CAMEO PAPER & JANITORIAL SUPPLY INC	AIR FRESHNER	06/16/2023	103907	\$32.11
MYERS & SONS HI-WAY SAFETY INC.	CONES/STENCILING	06/16/2023	103918	\$562.09
CULLIGAN OF SAN DIEGO	MAR 23-Culligan Water	06/22/2023	103951	\$54.32
CULLIGAN OF SAN DIEGO	APR 23-Culligan Water	06/22/2023	103951	\$54.32
ORIGINAL WATERMEN, INC	LG UNIFORMS-WOMENS	06/16/2023	103924	\$172.49
AT&T CALNET 3	9391019469-04/20/23-05/19/23	06/22/2023	103945	\$27.23
AT&T CALNET 3	9391012281-03/25/23-04/24/23	06/22/2023	103945	\$78.73
AT&T CALNET 3	9391053651-03/25/23-04/24/23	06/22/2023	103945	\$258.38
BILL SMITH FOREIGN CAR SERVICE INC	OIL/FILTER	06/16/2023	103906	\$51.31
WEX FLEET UNIVERSAL	05/08/23-06/07/23-AUTO FUEL	06/16/2023	103940	\$1,297.86

H&E EQUIPMENT SERVICES INC.	LIFEGUARD TOWER RELOCATION-MS	06/16/2023	103917	\$988.01
H&E EQUIPMENT SERVICES INC.	LIFEGUARD TOWER RELOCATION-SEASIDE BEACH	06/16/2023	103917	\$888.40
TOTAL MARINE SAFETY				\$4,794.56
1006510 - ENGINEERING				
DEL MAR BLUE PRINT COMPANY, INC.	BLUE PRINT-LOMAS SANTA FE CORRIDOR STUDY	06/16/2023	103910	\$18.49
VERIZON WIRELESS-SD	362455526-05/02/23-06/01/23	06/22/2023	103984	\$52.18
UNDERGROUND SVC ALERT OF SOCAL INC	MAY 23-DIG ALERT	06/16/2023	9000849	\$95.75
BILL SMITH FOREIGN CAR SERVICE INC	OIL/FILTER	06/22/2023	103946	\$47.88
WEX FLEET UNIVERSAL	05/08/23-06/07/23-AUTO FUEL	06/16/2023	103940	\$156.78
TOTAL ENGINEERING				\$371.08
1006520 - ENVIRONMENTAL SERVICES				
MISSION LINEN & UNIFORM INC	UNIFORM SERVICES FOR PUBLIC WORKS 22/23	06/16/2023	103923	\$14.99
MISSION LINEN & UNIFORM INC	LAUNDRY-PW	06/22/2023	103968	\$14.96
DIXIELINE LUMBER CO INC	TRASH CAN/BLACK TOP PATCH	06/22/2023	103955	\$229.34
DIXIELINE LUMBER CO INC	BLANK COVER/SWIVEL LIGHT	06/22/2023	103955	\$28.34
DIXIELINE LUMBER CO INC	HOSE CLAMP/COVER	06/22/2023	103955	\$49.24
DIXIELINE LUMBER CO INC	GUTTER HOOK/OUTLET END/VINYL	06/22/2023	103955	\$289.35
SANTA FE IRRIGATION DISTRICT	005506-014-MAY 23	06/16/2023	103935	\$235.85
NAPA AUTO PARTS INC	WIPER BLADES	06/22/2023	103969	\$175.02
MIKHAIL OGAWA ENGINEERING	MAY 23- STORMWATER PROGRAM	06/16/2023	9000842	\$17,638.25
MIKHAIL OGAWA ENGINEERING	MAY 23-STORMWATER PROGRAM	06/16/2023	9000842	\$876.90
VERIZON WIRELESS-SD	362455526-05/02/23-06/01/23	06/22/2023	103984	\$52.16
SOLANA CENTER FOR ENVIRONMENTAL	MAY 23-SB1383 INSPECTION & EDUCATION	06/16/2023	103936	\$1,244.71
SOLANA CENTER FOR ENVIRONMENTAL	MAR 23-SB1383 INSPECTION & EDUCATION	06/22/2023	9000863	\$1,112.84
SOLANA CENTER FOR ENVIRONMENTAL	APR 23-SB1383 INSPECTION & EDUCATION	06/22/2023	9000863	\$2,290.24
WEX FLEET UNIVERSAL	05/08/23-06/07/23-AUTO FUEL	06/16/2023	103940	\$456.09
CLEAN EARTH ENVIROMENTAL SOLUTIONS	APRL 23-HHW	06/16/2023	103908	\$775.98
TOTAL ENVIRONMENTAL SERVICES				\$25,484.26
1006530 - STREET MAINTENANCE				
MISSION LINEN & UNIFORM INC	UNIFORM SERVICES FOR PUBLIC WORKS 22/23	06/16/2023	103923	\$25.68
MISSION LINEN & UNIFORM INC	LAUNDRY-PW	06/22/2023	103968	\$25.69
DIXIELINE LUMBER CO INC	GLOVES/KNEE PADS	06/16/2023	103912	\$92.94
DIXIELINE LUMBER CO INC	TOOL BOX	06/22/2023	103955	\$76.11
DIXIELINE LUMBER CO INC	STAPLE GUN/MARKER/STAPLES	06/22/2023	103955	\$33.84
SANTA FE IRRIGATION DISTRICT	011695-000-MAY 23	06/16/2023	103935	\$124.37
SDG&E CO INC	04/01/23-05/09/23-UTILITIES	06/22/2023	103976	\$463.44
SDG&E CO INC	03/10/23-05/09/23-UTILITIES	06/22/2023	103976	\$940.28
VERIZON WIRELESS-SD	362455526-05/02/23-06/01/23	06/22/2023	103984	\$52.16
WEX FLEET UNIVERSAL	05/08/23-06/07/23-AUTO FUEL	06/16/2023	103940	\$413.34
TOTAL STREET MAINTENANCE				\$2,247.85
1006540 - TRAFFIC SAFETY				
SDG&E CO INC	04/01/23-05/09/23-UTILITIES	06/22/2023	103976	\$637.50
SDG&E CO INC	03/10/23-05/09/23-UTILITIES	06/22/2023	103976	\$1,328.01
VERIZON WIRELESS-SD	362455526-05/02/23-06/01/23	06/22/2023	103984	\$37.25
YUNEX LLC	APR 23-TRAFFIC SIGNAL CALL OUT	06/16/2023	9000852	\$1,488.12
YUNEX LLC	TRAFFIC SIGNAL AND SAFETY LIGHT MAINT/REPAIR	06/16/2023	9000852	\$1,120.00
YUNEX LLC	MAY 23-TRAFFIC SIGNAL & SAFETY LIGHT MAINT/REPAIR	06/22/2023	9000866	\$1,120.00
YUNEX LLC	MAY 23-TRAFFIC SIGNAL & SAFETY LIGHT MAINT/REPAIR	06/22/2023	9000866	\$1,911.25
TOTAL TRAFFIC SAFETY				\$7,642.13

1006550 - STREET CLEANING

SANTA FE IRRIGATION DISTRICT	011695-000-MAY 23	06/16/2023	103935	\$73.04
PRIDE INDUSTRIES	MAY 23-TRASH ABATEMENT SERVICES	06/16/2023	103926	\$1,075.00
SCA OF CA, LLC	MAY 23- CITY-WIDE STREET SWEEPING	06/22/2023	103975	\$4,961.41

TOTAL STREET CLEANING**\$6,109.45****1006560 - PARK MAINTENANCE**

MISSION LINEN & UNIFORM INC	UNIFORM SERVICES FOR PUBLIC WORKS 22/23	06/16/2023	103923	\$18.19
MISSION LINEN & UNIFORM INC	LAUNDRY-PW	06/22/2023	103968	\$18.20
RANCHO SANTA FE SECURITY SYS INC	ADDED CODE	06/16/2023	103930	\$10.00
DIXIELINE LUMBER CO INC	ROLLER/PUTTY KNIFE/PAINT BRUSHES	06/16/2023	103912	\$70.98
SANTA FE IRRIGATION DISTRICT	005979-005-APR 23-JUN 23	06/16/2023	103935	\$285.29
SANTA FE IRRIGATION DISTRICT	005506-018-MAY 23	06/16/2023	103935	\$278.61
SANTA FE IRRIGATION DISTRICT	005506-019-MAY 23	06/16/2023	103935	\$1,062.19
CONSOLIDATED ELECTRICAL DIST INC	PVC ENCLOSURE/ADAPTER/J-BOX	06/22/2023	9000855	\$178.98
AA FARNSWORTH'S BACKFLOW SERVICES	ANNUAL BACKFLOW TEST	06/16/2023	103899	\$494.25
VERIZON WIRELESS-SD	362455526-05/02/23-06/01/23	06/22/2023	103984	\$74.51
NISSHO OF CALIFORNIA	MAR 23-AS NEEDED LANDSCAPING SERVICES	06/22/2023	9000860	\$1,247.14
WEX FLEET UNIVERSAL	05/08/23-06/07/23-AUTO FUEL	06/16/2023	103940	\$85.51

TOTAL PARK MAINTENANCE**\$3,823.85****1006570 - PUBLIC FACILITIES**

SEASIDE HEATING & AIR CONDITIONING	FY23 HVAC SERVICES AT CITY FACILITIES	06/22/2023	103977	\$240.00
DIXIELINE LUMBER CO INC	ROLLER4/GLOVES/PRIMER	06/16/2023	103912	\$59.29
DIXIELINE LUMBER CO INC	KNIFE BLADES/LAVATORY FAUCET	06/22/2023	103955	\$36.49
DIXIELINE LUMBER CO INC	COPPER COUPLING/PIPE ELBOW	06/22/2023	103955	\$39.41
DIXIELINE LUMBER CO INC	LIGHT SWITCH/SEALANT	06/22/2023	103955	\$15.53
SDG&E CO INC	04/01/23-05/09/23-UTILITIES	06/22/2023	103976	\$1,868.23
SDG&E CO INC	03/10/23-05/09/23-UTILITIES	06/22/2023	103976	\$7,495.22
LEE'S LOCK & SAFE INC	RE-KEYED/KEY	06/22/2023	103963	\$103.90
LEE'S LOCK & SAFE INC	REPAIR HARDWARE-PANIC BAR	06/22/2023	103963	\$246.31
SANDIEGO COUNTY-AIR POLLUTION	EMISSIONS RENEWAL FEE-06/2023-06/2024	06/22/2023	103974	\$599.00
24 HOUR ELEVATOR, INC	JUN 23- ELEVATOR MAINT/REPAIR	06/22/2023	103942	\$185.22
CALIFORNIA OFFICE CLEANING, INC	MAY 23-JANITORIAL/CUSTODIAL SVC	06/16/2023	9000838	\$8,945.00
WEX FLEET UNIVERSAL	05/08/23-06/07/23-AUTO FUEL	06/16/2023	103940	\$142.53
PRIDE INDUSTRIES	MAY 23-TRASH ABATEMENT SERVICES	06/16/2023	103926	\$1,075.00

TOTAL PUBLIC FACILITIES**\$21,051.13****1007110 - GF-RECREATION**

STEVEN DENYES	06/28/23-PLYGRND GRAND OPENING-FC	06/22/2023	103979	\$400.00
ABLE PATROL & GUARD, INC	MAY 23-GUARD SVC-FCCC	06/16/2023	103900	\$125.00
LINDA M SINNACHCHARIGE	06/28/23-PLYGRND GRAND OPENING-FC	06/22/2023	103965	\$200.00
WEX FLEET UNIVERSAL	05/08/23-06/07/23-AUTO FUEL	06/16/2023	103940	\$80.16

TOTAL GF-RECREATION**\$805.16****1205460 - SELF INSURANCE RETENTION**

PUBLIC AGENCY RISK MANAGEMENT ASSOC	PARMA MEMBERSHIP	06/16/2023	103928	\$300.00
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TOTAL SELF INSURANCE RETENTION**\$300.00****1356120 - ASSET REPLACEMENT-FIRE**

COUNTY OF SAN DIEGO, RCS	NEXT GEN RCS SHARED BACKBONE INFSTRTR	06/22/2023	103949	\$5,000.00
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TOTAL ASSET REPLACEMENT-FIRE**\$5,000.00****1356170 - ASSET REPLACEMENT-MARN SFTY**

GLOBE AIRCRAFT COMPANY	TRUCK LETTERING/LOGO	06/22/2023	103961	\$324.00
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TOTAL ASSET REPLACEMENT-MARN SFTY**\$324.00**

1605360 - OPEB OBLIGATION

DEPARTMENT OF THE TREASURY	PCORI FEE-33-0203789/FORM 720/2ND QTR.	06/22/2023	103962	\$69.75
TOTAL OPEB OBLIGATION				\$69.75

202 - GAS TAX

BEADOR CONSTRUCTION COMPANY, INC.	LSF BRIDGE REPAIR RETENTION	06/16/2023	103905	(\$7,000.00)
TOTAL GAS TAX				(\$7,000.00)

2026510 - GAS TAX-ENGINEERING

PORTILLO CONCRETE, INC	9355.23 FY23 PED RAMPS	06/22/2023	103972	\$374.00
MINAGAR & ASSOCIATES, INC.	CITY WIDE SPEED SURVEY	06/16/2023	103922	\$11,491.00
BEADOR CONSTRUCTION COMPANY, INC.	LSF BRIDGE REPAIRS	06/16/2023	103905	\$140,000.00
BEADOR CONSTRUCTION COMPANY, INC.	9383.00 LSF BRIDGE REPAIR CONTINGENCY	06/16/2023	103905	\$323.70
TOTAL GAS TAX-ENGINEERING				\$152,188.70

2037510 - HIGHWAY 101 LANDSC #33

SDG&E CO INC	03/10/23-05/09/23-UTILITIES	06/22/2023	103976	\$1,850.79
TOTAL HIGHWAY 101 LANDSC #33				\$1,850.79

2047520 - MID 9C SANTA FE HILLS

SANTA FE IRRIGATION DISTRICT	005979-009-APR 23-JUN 23	06/16/2023	103935	\$514.20
SANTA FE IRRIGATION DISTRICT	005979-010-APR 23-JUN 23	06/16/2023	103935	\$203.08
SANTA FE IRRIGATION DISTRICT	005979-011-APR 23-JUN 23	06/16/2023	103935	\$687.41
SANTA FE IRRIGATION DISTRICT	005979-012-APR 23-JUN 23	06/16/2023	103935	\$121.31
SANTA FE IRRIGATION DISTRICT	005979-006-APR 23-JUN 23	06/16/2023	103935	\$816.12
SANTA FE IRRIGATION DISTRICT	005979-007-APR 23-JUN 23	06/16/2023	103935	\$721.77
SANTA FE IRRIGATION DISTRICT	005979-026-MAY 23	06/16/2023	103935	\$798.29
SANTA FE IRRIGATION DISTRICT	005979-020-MAY 23	06/16/2023	103935	\$550.63
SANTA FE IRRIGATION DISTRICT	005979-021-MAY 23	06/16/2023	103935	\$1,110.91
SANTA FE IRRIGATION DISTRICT	005979-022-MAY 23	06/16/2023	103935	\$692.73
SANTA FE IRRIGATION DISTRICT	005979-023-MAY 23	06/16/2023	103935	\$769.87
SANTA FE IRRIGATION DISTRICT	005979-024-MAY 23	06/16/2023	103935	\$583.11
SANTA FE IRRIGATION DISTRICT	005979-025-MAY 23	06/16/2023	103935	\$412.59
SANTA FE IRRIGATION DISTRICT	005979-014-MAY 23	06/16/2023	103935	\$920.09
SANTA FE IRRIGATION DISTRICT	005979-015-MAY 23	06/16/2023	103935	\$562.81
SANTA FE IRRIGATION DISTRICT	005979-016-MAY 23	06/16/2023	103935	\$741.45
SANTA FE IRRIGATION DISTRICT	005979-017-MAY 23	06/16/2023	103935	\$61.56
SANTA FE IRRIGATION DISTRICT	005979-018-MAY 23	06/16/2023	103935	\$118.40
SANTA FE IRRIGATION DISTRICT	005979-019-MAY 23	06/16/2023	103935	\$301.10
AA FARNSWORTH'S BACKFLOW SERVICES	3Q 23-ANNUAL BACKFLOW TEST	06/16/2023	103899	\$603.25
TOTAL MID 9C SANTA FE HILLS				\$11,290.68

2087580 - COASTAL RAIL TRAIL MAINT

SANTA FE IRRIGATION DISTRICT	005506-020-MAY 23	06/16/2023	103935	\$886.28
CONSOLIDATED ELECTRICAL DIST INC	LAMPS	06/22/2023	9000855	\$274.76
TOTAL COASTAL RAIL TRAIL MAINT				\$1,161.04

2117600 - STREET LIGHTING DISTRICT

SDG&E CO INC	04/01/23-05/09/23-UTILITIES	06/22/2023	103976	\$9,042.33
VERIZON WIRELESS-SD	362455526-05/02/23-06/01/23	06/22/2023	103984	\$14.90
YUNEX LLC	APR 23- STREETLIGHT MAINTENANCE/REPAIRS	06/16/2023	9000852	\$1,347.00
YUNEX LLC	MAY 23- STREETLIGHT MAINTENANCE/REPAIRS	06/22/2023	9000866	\$1,635.66
TOTAL STREET LIGHTING DISTRICT				\$12,039.89

2135550 - DEVELOPER PASS-THRU- PLANNING

TELECOM LAW FIRM	DUP22-002-THIRD PARTY WIRELESS	06/16/2023	103937	\$268.50
TOTAL DEVELOPER PASS-THRU- PLANNING				\$268.50

2196110 - COPS PROGRAM

SAN DIEGO COUNTY SHERIFF'S DEPT.	APR 23-SHERIFF LAW ENFORCEMENT	06/16/2023	103934	\$8,092.94
TOTAL COPS PROGRAM				\$8,092.94

240 - COMM DEV BLOCK GR (CDBG)

PORTILLO CONCRETE, INC	9355.23 FY23 PED RAMPS RETENTION	06/22/2023	103972	(\$2,750.00)
TOTAL COMM DEV BLOCK GR (CDBG)				(\$2,750.00)

2406510 - COMM DEV BLOCK GR (CDBG)-CIP

PORTILLO CONCRETE, INC	9355.23 FY23 PED RAMPS	06/22/2023	103972	\$54,626.00
TOTAL COMM DEV BLOCK GR (CDBG)-CIP				\$54,626.00

2505570 - COASTAL BUSINESS/VISITORS

YURIY AKOPOV	TEMP PUB ARTIST REIMB	06/16/2023	103941	\$1,500.00
NATALIE FICARRA	CONCERT @ COVE-06/19/23	06/22/2023	103970	\$650.00
TOTAL COASTAL BUSINESS/VISITORS				\$2,150.00

2556180 - CAMP PROGRAMS

ORIGINAL WATERMEN, INC	JG UNIFORMS	06/16/2023	103924	\$422.38
AGNA CORP	SURF BOARDS	06/22/2023	103944	\$1,726.25
TOTAL CAMP PROGRAMS				\$2,148.63

2706120 - PUBLIC SAFETY- FIRE

AMR	CSA.17-NITRO SPRAY/SENSOR/AIRTRAQ INTUBATION SCOPE	06/16/2023	103902	\$2,438.94
TOTAL PUBLIC SAFETY- FIRE				\$2,438.94

4506190 - SAND REPLNSHMNT/RETENTION

WARWICK GROUP CONSULTANTS, LLC	MAY 23-CONSULTANT SERVICES	06/16/2023	103939	\$5,833.00
WARWICK GROUP CONSULTANTS, LLC	MAY 23-CONSULTANT SERVICES	06/16/2023	103939	\$5,833.00
SUMMIT ENVIROMENTAL GROUP, INC.	MAY 23-PROF SVC	06/16/2023	9000848	\$1,495.00
TOTAL SAND REPLNSHMNT/RETENTION				\$13,161.00

4595550 - MISC. CAPITAL PROJECTS

KIMLEY-HORN AND ASSOCIATES, INC.	APR 23-HOUSING/SAFETY ELEMENT	06/16/2023	9000841	\$471.00
R.E. SCHULTZ CONSTRUCTION, INC.	9441.06 FCP TOT LOT RETENTION	06/22/2023	103973	(\$7,057.10)
TOTAL MISC. CAPITAL PROJECTS				(\$6,586.10)

4596510 - MISC.CAPITALPROJECTS-ENG

VAN DYKE LANDSCAPE ARCHITECTS	MAY 23-LA COLONIA MASTER PLAN UPDATE	06/22/2023	103983	\$560.32
VAN DYKE LANDSCAPE ARCHITECTS	MAY 23-FCP TOT LOT CONSTRUCTION SUPPO	06/22/2023	103983	\$2,610.00
R.E. SCHULTZ CONSTRUCTION, INC.	9441.06 FCP TOT LOT CONSTRUCTI	06/22/2023	103973	\$141,142.08
TOTAL MISC.CAPITALPROJECTS-ENG				\$144,312.40

4596520 - MISC CAPITAL PROJ - ENVIR

UNIVERSITY OF SAN DIEGO	APR 23-CLIMATE ACTION PLAN UPDATE	06/16/2023	9000850	\$2,359.85
TOTAL MISC CAPITAL PROJ - ENVIR				\$2,359.85

5096510 - SANITATION-CIP-ENG

BEADOR CONSTRUCTION COMPANY, INC.	LSF BRIDGE REPAIRS	06/16/2023	103905	\$13,300.00
BEADOR CONSTRUCTION COMPANY, INC.	9383.00 LSF BRIDGE REPAIR CONTINGENCY	06/16/2023	103905	\$1,122.30
TOTAL SANITATION-CIP-ENG				\$14,422.30

5097700 - SANITATION

MISSION LINEN & UNIFORM INC	UNIFORM SERVICES FOR PUBLIC WORKS 22/23	06/16/2023	103923	\$10.70
MISSION LINEN & UNIFORM INC	LAUNDRY-PW	06/22/2023	103968	\$10.71
SANTA FE IRRIGATION DISTRICT	005506-014-MAY 23	06/16/2023	103935	\$707.57
SANTA FE IRRIGATION DISTRICT	005979-008-APR 23-JUN 23	06/16/2023	103935	\$85.69
VERIZON WIRELESS-SD	362455526-05/02/23-06/01/23	06/22/2023	103984	\$14.90
WEX FLEET UNIVERSAL	05/08/23-06/07/23-AUTO FUEL	06/16/2023	103940	\$171.03
IDRAINS LLC	C-SEWER-STORMDRAIN MAINT-44,045	06/22/2023	103943	\$27,748.35

BEADOR CONSTRUCTION COMPANY, INC.	LSF BRIDGE REPAIR RETENTION	06/16/2023	103905	(\$665.00)
BEADOR CONSTRUCTION COMPANY, INC.	9383 LFS BRIDGE REPAIR CONT RETENTION	06/16/2023	103905	(\$72.30)
TOTAL SANITATION				\$28,011.65
6718510 - BARBARA UNDERGROUNDING-DS				
COMPUTERSHARE CORPORATE TRUST	PACIFIC/BRB/GRN UUG 06/32-06/24	06/22/2023	9000854	\$1,750.00
TOTAL BARBARA UNDERGROUNDING-DS				\$1,750.00
6728520 - PACIFIC UNDERGROUNDING-DS				
COMPUTERSHARE CORPORATE TRUST	PACIFIC/BRB/GRN UUG 06/32-06/24	06/22/2023	9000854	\$750.00
TOTAL PACIFIC UNDERGROUNDING-DS				\$750.00
REPORT TOTAL:				\$1,176,160.58



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 12, 2023
ORIGINATING DEPT: Finance
SUBJECT: Report on Changes Made to the General Fund Adopted Budget for Fiscal Year 2022-23

BACKGROUND:

Staff provides a report at each Council meeting that lists changes made to the current Fiscal Year (FY) General Fund Adopted Budget. The information provided in this Staff Report lists the changes made through June 28, 2023.

DISCUSSION:

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

GENERAL FUND - ADOPTED BUDGET PLUS CHANGES							
As of June 28, 2023							
General Fund - Operations							
Date	Action	Description	Revenues	Expenditures	Transfers from GF	Net Surplus	
06/23/2021	Reso 2021-092	Adopted Budget	22,148,385	(20,867,260)	(482,500)	\$ 798,625	
07/14/2021	Reso 2021-097	MS MOU		(11,570)		787,055	
04/13/2022	Reso 2022-034	Keyser Marston		(15,000)		772,055	
06/08/2022	Reso 2022-041	On-Call Repair Svcs		(30,000)		742,055	
06/08/2022	Reso 2022-065	Janitorial		(20,000)		722,055	
06/22/2022	Reso 2022-082	FY23 Budget Update	1,965,100	(615,680)	(1,423,000)	648,475	
08/24/2022	Reso 2022-106	Lew Edwards Group		(36,000)		612,475	
09/14/2022	Reso 2022-102	SBFA MOU		(182,000)		430,475	
12/14/2022	Reso 2022-138	Pacific Ave Utility Underground - Pase 2			(42,000)	388,475	
02/22/2023	Reso 2023-017	Yunex Traffic		(45,000)		343,475	
01/25/2023	Reso 2023-007	CIP - Roof Replacement FCCC and MS Cntr		(120,000)		223,475	
01/25/2023	Reso 2023-014	Emanuel Jones and Associates		(150)		223,325	
01/25/2023	Reso 2023-015	License Plate Recognition Cameras		(46,064)		177,261	
02/08/2023	Reso 2023-020	FC Tot Lot Construction		(157,000)		20,261	
02/22/2023	Reso 2023-022	Nissho Landscape Maint. Services		(25,000)		(4,739)	
03/08/2023	Reso 2023-027	HDL Audit Services		(25,000)		(29,739)	
03/08/2023	Reso 2023-028	USACE Construction Funding		(313,556)		(343,295)	
03/22/2023	Reso 2023-023	FY23 Mid-Year Update	400,000	68,117		124,822	
04/12/2023	Reso 2023-044	Principal Mgmt Analyst Position		(20,000)		104,822	
04/12/2023	Reso 2023-046	Building Permit Revenue and Services	220,000	(200,000)		124,822	
05/10/2023	Reso 2023-059	Sewer & Storm Drain Rehab Project		(89,802)		35,020	
06/28/2023	Reso 2023-084	FY22 Street Maint and Repair Project		(168,114.00)		(133,094.00)	

COUNCIL ACTION:

General Fund - Measure S						
Date	Action	Description	Revenues	Expenditures	Transfers from GF	Net Surplus
03/22/2023	Reso 2023-023	FY23 Mid-Year Update	750,000			750,000

General Fund Unreserved Balance						
Date	Action	Description	Revenues	Expenditures	Transfers from GF	Net
12/09/2022	Reso 2022-123	FY22 Surplus - PARS Contribution		(720,000)		(720,000)
12/09/2022	Reso 2022-123	FY22 Surplus - Pavement Mgmt Prgm		(150,000)		(870,000)

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA

FISCAL IMPACT:

N/A

WORK PLAN:

N/A

OPTIONS:

- Receive the report.
- Do not accept the report

DEPARTMENT RECOMMENDATION:

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

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 12, 2023
ORIGINATING DEPT: Engineering Department
SUBJECT: **City Council Consideration of Resolution 2023-093:
Citywide Traffic Speed Survey Validation**

BACKGROUND:

The California Vehicle Code requires that an Engineering and Traffic Survey be conducted every five years on streets where the enforcement of speed limits involves the use of radar or other electronic devices to measure vehicle speeds. The Vehicle Code allows the survey to be extended to seven years under specific conditions. The previous speed survey was performed in 2016 and will expire later this year.

After issuing a request for proposals, the City received four traffic engineering proposals and selected Minagar and Associates (Minagar) to perform a new Citywide traffic speed survey.

The speed survey has been conducted and this item is presented to the City Council to validate the speed survey that recommends maintaining all current speed limits as posted. No speed limit changes are proposed. This item is before the City Council to consider Resolution 2023-093 (Attachment 1) validating the 2023 Citywide Engineering and Traffic Speed Surveys performed by Minagar and Associates and declaring the recommended speed limits of all identified street segments.

DISCUSSION:

The Basic Speed Law is the basis of all speed zone regulations. Per the California Vehicle Code Section 22350, “no person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic on, and the surface and width of the highway, and in no event at a speed which endangers the safety of persons or property.” The California Vehicle Code does not allow speed limits to be set in an arbitrary manner.

CITY COUNCIL ACTION:

The California Vehicle Code provides three methods for establishing speed limits:

- The first method is a maximum speed limit of 65 miles per hour (mph) per Vehicle Code Section 22349(a).
- The second method is that certain speed limits are automatically set based on conditions defined in the California Vehicle Code. These are often referred to as "prima facie" speed limits and do not require signs for enforcement. Prima facie speed limits are considered by law to be safe and prudent under normal conditions. Prima facie speed limits include the 15 miles per hour (mph) speed limit, as well as the 25-mph speed limit.

Per Vehicle Code Section 22352, the prima facie speed limit of 15 mph is primarily used for alleys. The prima facie speed limit of 25 mph is applicable in the following locations:

1. Business and residential districts.
2. School zones or playground areas where children are expected.
3. Streets adjacent to facilities primarily used by senior citizens.

Prima facie speed limits are specific limits and shall apply to the above-mentioned locations unless the speed limits are changed based upon an engineering and traffic survey, and signs are posted that display the new speed limit.

- The third method, in order to vary from maximum or prima facie speed limits, the speed limit must be established on the basis of an engineering and traffic survey and adopted by the City Council per Vehicle Code Section 22357(a).

Engineering and Traffic Survey

Speed limits established based on an engineering and traffic survey are typically set at or near the 85th percentile speed, which is defined as the speed at or below which 85 percent of the traffic is moving. Speed limits established on the basis of the 85th percentile speed conform to the consensus of those who drive highways as to what speed is reasonable and prudent (as defined by the California Vehicle Code) and are not dependent on the judgment of one or a few individuals.

Speed limits set lower than what is appropriate do not facilitate the orderly movement of traffic and require constant enforcement to maintain compliance. Speed limits set lower than what is appropriate may also result in an increase in accident rates, flagrant violations by a large majority of drivers, create disrespect for speed limits, lead to a large variation in speeds, and are more hazardous than appropriately set speed limits.

The procedures used for an Engineering and Traffic Survey are based on the California Vehicle Code and the California Manual on Uniform Traffic Control Devices (CA MUTCD).

Per the MUTCD, an Engineering and Traffic Survey shall include consideration of the following:

- Measurement of Actual Prevailing Speeds
- Accident Records
- Traffic and Roadside Conditions

Minagar performed the speed survey and prepared a report, which was reviewed by the Sheriff's traffic officer and the Engineering Department. The full report is available to both the public and the City Council in the City Engineering Department office and will be made available electronically upon request. Attachment 2 is an excerpt from the report that lists the recommended speed limits.

The report from Minagar includes 29 roadway segments. As previously noted, based upon the survey conducted, no speed limit changes are proposed or recommended. Roadway segments with prima facie speed limits of 25 mph were not evaluated.

Staff recommends adopting the attached resolution to validate the 2023 Citywide Engineering and Traffic Speed Surveys and declare the recommended speed limits of all identified street segments.

CEQA COMPLIANCE STATEMENT:

Not a "project" as defined by CEQA.

FISCAL IMPACT:

Minagar's proposal for performing the speed survey was \$12,671. No additional expenses are anticipated.

WORK PLAN:

N/A

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

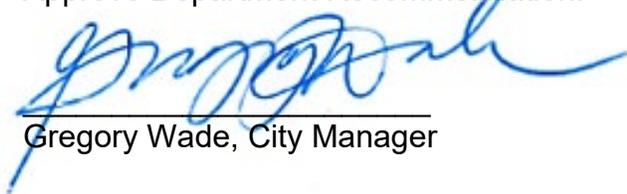
Staff recommends that the City Council adopt Resolution 2023-093:

- a. Validating the 2023 Citywide Engineering and Traffic Speed Surveys performed by Minagar and Associates.

- b. Declaring upon the basis of the 2023 Citywide Engineering and Traffic Speed Surveys that the speed limits listed in Exhibit A shall be effective when appropriate signs giving notice thereof are erected upon the street.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2023-093
2. Speed Limit Recommendations
3. Full copy of 2023 Speed Survey available for review at City Hall

RESOLUTION 2023-093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, VALIDATING THE 2023 CITYWIDE SPEED SURVEY AND DECLARING TO BE EFFECTIVE THE RECOMMENDED SPEED LIMITS OF ALL IDENTIFIED STREET SEGMENTS

WHEREAS, the California Vehicle Code requires that an Engineering and Traffic Survey be conducted every five years on streets where the enforcement of speed limits involves the use of radar or other electronic devices to measure vehicle speeds; and

WHEREAS, the City of Solana Beach City Manager authorized a professional services agreement with Minagar and Associates to perform a citywide engineering and traffic speed survey in 2023; and

WHEREAS, the City Council desires not to modify the speed limits, as recommended by the 2023 City Wide Engineering and Traffic Speed Survey.

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

1. That the above recitations are true and correct.
2. That the City Council validates the 2023 Citywide Engineering and Traffic Speed Surveys performed by Minagar and Associates.
3. That the City Council declares upon the basis of the 2023 Citywide Engineering and Traffic Speed Surveys that the speed limits listed in Exhibit A shall be effective when appropriate signs giving notice thereof are erected upon the street.

PASSED AND ADOPTED this 12th day of July 2023, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

Exhibit A
Resolution 2023-093
Declared Speed Limits

Segment No.	Roadway Segment	From	To	Speed Limit
1	Highland Drive	San Mario Drive	Lomas Santa Fe Drive	35
2	Highland Drive	Lomas Santa Fe Drive	San Lucas Drive	25
3	Highland Drive	San Lucas Drive	San Andres Drive	25
4	Highway 101	North City Limit	Cliff Street	35
5	Highway 101	Cliff Street	Lomas Santa Fe Drive	35
6	Highway 101	Lomas Santa Fe Drive	Dahlia Drive	35
7	Highway 101	Dahlia Drive	Via De La Valle	40
8	Lomas Santa Fe Drive	Highway 101	Nardo Avenue	35
9	Lomas Santa Fe Drive	Nardo Avenue	Stevens Avenue	35
10	Lomas Santa Fe Drive	Stevens Avenue	Santa Helena	35
11	Lomas Santa Fe Drive	Santa Helena	Highland Drive	40
12	Las Banderas Drive	Lomas Santa Fe Drive	San Andres Drive	25
13	Marine View Drive	San Andres Drive	Solana Drive	30
14	San Andres Drive	Marine View Avenue	Las Banderas Drive	40
15	San Andres Drive	Las Banderas Drive	Highland Drive	40
16	San Andres Drive	Highland Drive	South City Limit	40
17	Santa Helena	Santa Victoria	Sun Valley Road	25
18	Santa Helena	Sun Valley Road	Santa Rosita	25
19	Santa Helena	Santa Rosita	Lomas Santa Fe Drive	25
20	Sierra Avenue	Plaza Street	Dahlia Drive	25
21	Sierra Avenue	Dahlia Drive	Border Avenue	25
22	South Cedros Avenue	Lomas Santa Fe Drive	Rosa Street	25
23	South Cedros Avenue	Rosa Street	Via De La Valle	25
24	Stevens Avenue	Lomas Santa Fe Drive	San Rodolfo Drive	30
25	Stevens Avenue	San Rodolfo Drive	Genevieve Street	35
26	Stevens Avenue	Genevieve Street	Nardo Avenue	35
27	Stevens Ave/Valley Ave	Nardo Avenue	Via De La Valle	35
28	Sun Valley Road	Santa Helena	Highland Drive	25
29	North Cedros Avenue	Lomas Santa Fe Drive	Cliff Street	30

Speed limits shall be effective when appropriate signs giving notice thereof are erected upon the street.



City of Solana Beach
2023 Citywide Engineering and Traffic Survey (E&TS) Report



Street	SEGMENT INFORMATION			SPEED ZONING ANALYSIS			
	No.	Limits		Speed Limit (mph)			
		From	To	Ex	85th	Rec.	Change
Highland Dr	1	San Mario Dr	Lomas Santa Fe Dr	35	38	35	-
Highland Dr	2	Lomas Santa Fe Dr	San Lucas Dr	25	38	25	-
Highland Dr	3	San Lucas Dr	San Andres Dr	25	31	25	-
Highway 101	4	North City Limit	Cliff St	35	38	35	-
Highway 101	5	Cliff St	Lomas Santa Fe Dr	35	38	35	-
Highway 101	6	Lomas Santa Fe Dr	Dahlia Dr	35	39	35	-
Highway 101	7	Dahlia Dr	Via De La Valle	40	43	40	-
Lomas Santa Fe Dr	8	Highway 101	Nardo Ave	35	41	35	-
Lomas Santa Fe Dr	9	Nardo Ave	Stevens Ave	35	42	35	-
Lomas Santa Fe Dr	10	Stevens Ave	Santa Helena	35	40	35	-
Lomas Santa Fe Dr	11	Santa Helena	Highland Dr	40	47	40	-
Las Banderas Dr	12	Lomas Santa Fe Dr	San Andres Dr	25	33	25	-
Marine View Ave	13	San Andres Dr	Solana Dr	30	38	30	-
San Andres Dr	14	Marine View Ave	Las Banderas Dr	40	39	40	-
San Andres Dr	15	Las Banderas Dr	Highland Dr	40	40	40	-
San Andres Dr	16	Highland Dr	South City Limit	40	44	40	-
Santa Helena	17	Santa Victoria	Sun Valley Rd	25	33	25	-
Santa Helena	18	Sun Valley Rd	Santa Rosita	25	34	25	-
Santa Helena	19	Santa Rosita	Lomas Santa Fe Dr	25	33	25	-
Sierra Ave	20	Plaza St	Dahlia Dr	25	29	25	-
Sierra Ave	21	Dahlia Dr	Border Ave	25	30	25	-
South Cedros Ave	22	Lomas Santa Fe Dr	Rosa St	25	26	25	-
South Cedros Ave	23	Rosa St	Via De La Valle	25	29	25	-
Stevens Ave	24	Lomas Santa Fe Dr	San Rodolfo Dr	30	38	30	-
Stevens Ave	25	San Rodolfo Dr	Genevieve St	35	41	35	-
Stevens Ave	26	Genevieve St	Nardo Ave	35	40	35	-
Stevens Ave/Valley Ave	27	Nardo Ave	Via De La Valle	35	39	35	-
Sun Valley Rd	28	Santa Helena	Highland Dr	25	32	25	-
North Cedros Ave	29	Lomas Santa Fe Dr	Cliff St	30	32	30	-

Ex: Existing Prima Facie Speed Limit
85th: Eighty-fifth Percentile Survey Speed
Rec.: Recommended Speed Limit



**Full Copy of 2023 Speed Survey
Available for Review at City Hall**



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 12, 2023
ORIGINATING DEPT: Public Works Department
SUBJECT: **City Council Consideration of Resolution 2023-081
Accepting the Fletcher Cove Park Lithocrete Concrete
Repairs Project as Complete and Authorizing the City Clerk
to File a Notice of Completion**

BACKGROUND:

On July 13, 2022, the City Council awarded a construction contract for the Fletcher Cove Park Lithocrete Concrete Repairs Project, Resolution No. 2022-083, to T.B Penick & Sons, Inc.

This item is before the City Council for the consideration of Resolution 2023-081 (Attachment 1) to report the final project costs, accept the project as complete and direct the City Clerk to file a Notice of Completion (NOC).

DISCUSSION:

T.B Penick & Sons, Inc. completed all work on this project in accordance with the approved plans and specifications of Resolution 2022-083 to the satisfaction of the City Engineer. The City will release the retention, in the amount of \$3,881.00, thirty-five (35) days after the Notice of Completion is approved by the City Council.

CITY COUNCIL ACTION:

A summary of the project accomplishments is listed below:

Fletcher Cove Park Lithocrete Concrete Repairs

Work Performed	Quantity
Concrete Patching	150
Concrete Repair	1
Stair Nosing's	30
Caulking Replacement	300 LF
Clean & Seal Concrete Paving	4,845 SF
Clean, Stain & Seal: Sun Plaza	2,030 SF

A change order was executed in the amount of \$22,115.00 for an additional 2,800 linear feet of removal and replacement of existing caulking at specified locations throughout Fletcher Cove Park.

CEQA COMPLIANCE STATEMENT:

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

FISCAL IMPACT:

The Fletcher Cove Park Lithocrete Concrete Repairs were identified in the Capital Improvement Program of the 2022/23 Adopted Budget. The approved contract amount is \$95,472, including a construction contingency of approximately 23% for unforeseen changes.

The project was completed slightly higher than the approved construction budget. Staff is recommending that an additional \$4,263 be appropriated from Fund 450 Sand Replenishment & Coastal Access/Transit Occupancy Tax (TOT) to the Fletcher Cove Concrete Repairs project listed in the Capital Improvement Program, and the contract amount be increased by the corresponding amount, for a total contract amount of \$99,735.

WORK PLAN:

This project is consistent with Community Character Priorities – Capital Projects Priority Item 8 – Fletcher Cove Park and Community Center Maintenance in the Fiscal Year 2022/23 Work Plan.

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2023-081:

1. Authorizing the City Council to accept, as complete, the Fletcher Cove Park Lithocrete Concrete Repairs Project, Bid No. 2022-083, performed by T.B Penick & Sons, Inc.
2. Authorizing the Finance Director to appropriate \$4,263 from Fund 450 Sand Replenishment/Transit Occupancy Tax (TOT) to the Fletcher Cove Concrete Repairs project listed in the Capital Improvement Program.
3. Authorizing the City Clerk to file a Notice of Completion.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2023-081

RESOLUTION 2023-081

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, ACCEPTING AS COMPLETE THE FLETCHER COVE PARK LITHOCRETE CONCRETE REPAIRS PROJECT AND AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION

WHEREAS, on July 13, 2022, the City Council adopted Resolution No. 2022-083, awarding a construction contract for the Fletcher Cove Park Lithocrete Concrete Repairs Project to T.B Penick & Sons, Inc. with an approved contract amount is \$95,472, including a construction contingency of approximately 23% for unforeseen changes; and

WHEREAS, a change order was executed in the amount of \$22,115.00 for an additional 2,800 linear feet of removal and replacement of existing caulking at specified locations throughout Fletcher Cove Park, which brought the project over the approved construction budget by \$4,263; and

WHEREAS, the Fletcher Cove Park Lithocrete Concrete Repairs Project has now been completed in accordance with the plans and specifications included as part of the public works construction contract with T.B Penick & Sons, Inc., to the satisfaction of the City Engineer.

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

1. That the above recitations are true and correct.
2. That the City Council accepts as complete the Fletcher Cove Park Lithocrete Concrete Repairs Project performed by T.B Penick & Sons, Inc.
3. That the City Council authorizes the Finance Director to appropriate \$4,263 from Fund 450 Sand Replenishment/Transit Occupancy Tax (TOT) to the Fletcher Cove Concrete Repairs project listed in the Capital Improvement Program.
4. That the City Council authorizes the City Treasurer to amend the FY 2023/24 Adopted Budget accordingly.

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

PASSED AND ADOPTED this 12th day of July 2023, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers -
NOES: Councilmembers -
ABSTAIN: Councilmembers -
ABSENT: Councilmembers -

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 12, 2023
ORIGINATING DEPT: City Manager/Human Resources
SUBJECT: **City Council Consideration of Resolution 2023-096 Adopting Fiscal Year 2023/2024 Salary, Classification and Compensation Plans for the Non-Represented (Executive Management, Mid-Management, Management and Confidential) Employees, the Solana Beach Miscellaneous Unit (SBEA-MISC.), the Marine Safety Unit (SBEA-MSU), the Solana Beach Firefighters Association (SBFA), City Manager, Part-Time/Seasonal/Temporary Employees, and Elected Officials, and Resolution 2023-097 Adopting the Memoranda of Understanding for SBEA-MISC. and SBEA-MSU.**

BACKGROUND:

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

The Memoranda of Understanding (MOU) covering a two-year term beginning on July 1, 2021, with the Solana Beach Employee Association, Miscellaneous (SBEA-MISC.) and Solana Beach Employee Association, Marine Safety Unit (SBEA-MSU) expired on June 30, 2023.

Negotiations with SBEA-MISC. and SBEA-MSU representatives for a successor MOU for each employee group began in March 2023. The City met and conferred in good faith individually with each employee group and reached an agreement with each for a four-year MOU that covers FY 2023/2024, FY 2024/2025, FY 2025/2026, and FY 2026/2027.

CITY COUNCIL ACTION:

The proposed FY 2023/2024 Salary and Compensation Plans also include the negotiated and approved 3.0% salary increase for the Solana Beach Fire Association (SBFA) employees, and a proposed 7% salary increase for the SBEA-MISC. and SBEA-MSU employees. More information is included in the “Terms of Successor Memorandum of Understandings for SBEA-MISC.” and “Terms of Successor Memorandum of Understandings for SBEA-MSU” tables later in this report.

Solana Beach Fire Association – (SBFA)

SBFA is currently in a four (4) year MOU with the City effective July 1, 2022, to June 30, 2026. For FY 2023/2024, SBFA will receive a 3% salary increase, effective the first full pay period in July 2023, as well as an increase to their health benefit (flex) credit, which will be based on the median of CalPERS health plan rates for Plan Year 2024, effective January 1, 2024. The amount of unused flex credit, which can be “cashed-out” has been capped at \$947 for FY 2023/2024 and will decline over the remaining years of the MOU.

Solana Beach Employee Association Miscellaneous Unit (SBEA-MISC.)

Based on the negotiated terms of their new four-year MOU (July 1, 2023, to June 30, 2027), SBEA-MISC. employees will receive the following as a part of the terms of their negotiated MOU:

Salary Increase

- 7% salary increase effective the first full pay period in July 2023.

Health Benefits

- 6% increase to their health benefit (flex) credit (up to \$1,586.82) for FY 2023/2024.

Additional Step (Step G)

- An additional Step (Step G) will also be added to the Miscellaneous Salary Schedule 3.

City Holidays

- City Hall closure between Christmas Eve (12/24) through New Year’s Day (1/1).
- Addition of Juneteenth as a City observed Holiday on June 19th of each year.

Solana Beach Employee Association Marine Safety Unit (SBEA-MSU)

Based on the negotiated terms of their new four-year MOU (July 1, 2023, to June 30, 2027), SBEA-MSU employees will receive the following as a part of the terms of their negotiated MOU:

Salary Increase

- 7% salary increase effective the first full pay period in July 2023.
- One-time, non-PERSable stipend in the amount of \$1,000

Health Benefits

- 5% increase to their health benefit (flex) credit (up to \$1,571.85) for FY 2023/2024.

Continuing Licensure Incentive (CLI)

- Marine Safety Lieutenant - \$1,200/year
- Marine Safety Sergeant - \$1,200/year
- Temporary Senior Lifeguard + EMT - \$1,200/year

Educational Incentive

- Bachelor's degree - \$1,800/year
- Associate degree - \$960/year

Longevity Incentive

One-time longevity incentive pay at each of the milestone anniversaries listed below:

- 10-year anniversary - \$500
- 15-year anniversary - \$1,000
- 20-year anniversary - \$1,500
- 25-year anniversary - \$1,750
- 30-year anniversary - \$2,000

Uniform Allowance

- Increase in uniform allowance to \$1,000 per year

Non-Represented Employees

The Non-Represented Executive, Management and Confidential employees will receive the following for FY 2023/2024:

Salary Increase

- 7% salary increase effective the first full pay period in July 2023. Any additional merit increases to the Executive, Mid-Management, and Management employees may be provided at the discretion of the City Manager, based upon performance and within the City Council approved budget.

Health Benefits

- 6% increase to health benefit (flex) credit (up to \$1,586.82) for FY 2023/2024.

Additional Step (Step G)

- Addition of Step G to the Confidential Salary Schedule 2.

Part-Time Seasonal Temporary Employees

The Part-Time/Seasonal Temporary employees will receive the following for FY 2023/2024:

- Positions in pay grades PTS 58 and higher will receive a 7% salary increase effective the first full pay period in July 2023.

- Positions in pay grade PTS 41 will be adjusted according to the California Minimum Wage effective January 1, 2024.

Staff is recommending the following:

1. Approval of a 7% adjustment to the FY 2023/2024 Management Salary Schedule (Schedule 1)
2. Approval of a 7% adjustment to the FY 2023/2024 Confidential Salary Schedule and addition of Step G (Schedule 2).
3. Approval of a 7% adjustment to the FY 2023/2024 Miscellaneous Salary Schedule (Schedule 3).
4. Approval of a 7% adjustment to the FY 2023/2024 Marine Safety Salary Schedule (Schedule 4) and one-time, non-PERSable stipend in the amount of \$1,000.
5. Approval of a 3% adjustment to the FY 2023/2024 Fire Salary Schedule (Schedule 5).
6. Approval of a 7% adjustment to the FY 2023/2024 Part-Time/Temporary/Seasonal Salary Schedule (Schedule 6).

This item is before the City Council for consideration of Resolution 2023-096 (Attachment 1) to approve the City’s Salary and Compensation Plan (Schedules 1-6) for represented and unrepresented employees for FY 2023/2024, and to authorize the City Manager to make any future necessary changes to the City’s salary schedules to remain in compliance with applicable State and/or Federal laws. In addition, Resolution 2023-097 (Attachment 2) is before City Council to consider approval of the Memorandum of Understandings between the City and SBEA-MISC. and the City and SBEA-MSU.

Terms of Successor Memorandum of Understandings for SBEA-MISC.

(July 1, 2023, to June 30, 2027):

Item	Fiscal Year 2023/2024	Fiscal Year 2024/2025	Fiscal Year 2025/2026	Fiscal Year 2026/2027
1. Salary Increases	• 7%	• 3%	• 3%	• 3%
2. Health Benefit Flex Credit (6%)	• Up to \$1,586.82	• Up to \$1,682.03	• Up to \$1,782.95	• Up to \$1,890.00
3. Safety Shoes	• \$200 per year for purchase of safety shoes and insoles			
4. Holidays	<ul style="list-style-type: none"> • City Hall closure between Christmas Eve (12/24) through New Year’s Day (1/1) • Addition of Juneteenth as a City observed holiday on June 19th of each year 			

Terms of Successor Memorandum of Understandings for SBEA-MSU

(July 1, 2023, to June 30, 2027):

Item	Fiscal Year 2023/2024	Fiscal Year 2024/2025	Fiscal Year 2025/2026	Fiscal Year 2026/2027
1. Salary Increases	<ul style="list-style-type: none"> • 7% • One-time, non-PERSable stipend in the amount of \$1,000 	<ul style="list-style-type: none"> • 3% 	<ul style="list-style-type: none"> • 3% 	<ul style="list-style-type: none"> • 3%
2. Health Benefit Flex Credit (5%)	<ul style="list-style-type: none"> • Up to \$ 1,571.85 	<ul style="list-style-type: none"> • Up to \$1,650.44 	<ul style="list-style-type: none"> • Up to 1,732.96 	<ul style="list-style-type: none"> • Up to \$1,819.61
3. Uniform Allowance	<ul style="list-style-type: none"> • \$1,000 per year 			
4. Educational Incentives	<ul style="list-style-type: none"> • Bachelor's degree - \$1,800/year • Associate degree - \$960/year 			
5. Continuing Licensure Incentive (CLI)	<ul style="list-style-type: none"> • Marine Safety Lieutenant - \$1,200/year • Marine Safety Sergeant - \$1,200/year • Temporary Senior Lifeguard + EMT - \$1,200/year 			
6. Longevity Incentive	One-time longevity incentive pay at each of the milestone anniversaries listed below: <ul style="list-style-type: none"> • 10-year anniversary - \$500 • 15-year anniversary - \$1,000 • 20-year anniversary - \$1,500 • 25-year anniversary - \$1,750 • 30-year anniversary - \$2,000 			

Resolution 2023-097 is before City Council to consider approval of the Memorandum of Understandings between the City and SBEA-MISC. and SBEA-MSU employee groups.

DISCUSSION:

The City Manager recommends approval of the FY 2023/2024 Salary & Classification Plan for the SBEA-MISC., SBEA-MSU, SBFA, Non-Represented, City Manager, and Part-Time/Seasonal/Temporary employees. Consistent with SBMC section 2.04.020, City Council members (Elected Officials) will receive health care benefits commensurate to SBEA-MISC. Similarly, the health care benefits of the City Manager correspond to SBEA-MISC. and Elected Officials, which include the following major points outlined below:

Proposed FY 2023/2024 Salary and Compensation Plans

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

Term of Compensation Plan: July 1, 2023, to June 30, 2024

1. A 7% salary increase is reflected in salary schedules 1 effective the first full pay period in July 2023.
 - Executive Management, and Management FY 2023/2024 Salary Schedule 1 (Attachment 3)
2. A 7% salary increase is reflected in salary schedules 2 effective the first full pay period in July 2023, and addition of Step G to the Confidential Salary Schedule 2.
 - Confidential Employees' FY 2023/2024 Salary Schedule 2 (Attachment 4)
3. 6% increase in health care benefits: Benefits will increase up to \$1,586.82 per month. Opt-out/cash-out provision remains at a cap of \$1,358 per month for employees hired prior to July 1, 2021, and \$475 per month for employees hired on or after July 1, 2021.

SBEA-MISC. (Miscellaneous Employees):

1. Term of Compensation Plan as indicated in the Memorandum of Understanding (MOU) effective from July 1, 2023, to June 30, 2027 (Attachment 5 – SBEA-MISC. MOU)
2. A 7% salary increase is reflected in salary schedule 3, effective the first full pay period in July 2023.
 - Miscellaneous Employees' FY 2023/2024 Salary Schedule 3 (Attachment 6)
3. 6% increase in health care benefits: Benefits will increase up to \$1,586.82 per month. Opt-out/cash-out provision remains at a cap of \$1,358 per month for employees hired prior to July 1, 2021, and \$475 per month for employees hired on or after July 1, 2021.

SBEA-MSU Employees (Marine Safety):

1. Term of Compensation Plan as indicated in the MOU effective from July 1, 2023, to June 30, 2027 (Attachment 7- SBEA-MSU MOU)
2. A 7% salary increase is reflected in salary schedule 4, effective the first full pay period in July 2023.

- Marine Safety Employees' FY 2023/2024 Salary Schedule 4 (Attachment 8)
3. One-time, non-PERSable stipend in the amount of \$1,000 for all SBEA-MSU employees.
 4. 5% increase in health care benefits: Benefits will increase up to \$1,571.85 per month. Opt-out/cash-out provision remain at a cap of \$1,358 per month for employees hired prior to July 1, 2021, and \$475 per month for employees hired on or after July 1, 2021.

SBFA Employees (Fire):

1. Term of Compensation Plan as indicated in the MOU effective from July 1, 2022, to June 30, 2026
2. A 3% salary increase is reflected in salary schedule 5, effective the first full pay period in July 2023.
 - Solana Beach Fire Association FY 2023/2024 Salary Schedule 5 (Attachment 9)
3. Increase in health care benefits: Benefits will increase in January 2024, based on the median of CalPERS health rates. Opt-out provision will be capped at \$947 per month for employees hired prior to July 1, 2018, and at \$475 per month for employees hired on or after July 1, 2018.

City Manager and Elected Officials:

1. Term of Compensation Plan: July 1, 2023, to June 30, 2024
2. Term of Compensation Plan as indicated in the City Manager's Agreement dated September 28, 2022 (Attachment 10 – City Manager's Agreement (7th Amendment)).
3. City Manager's performance evaluation is currently underway. Any additional changes to the City Manager's compensation will be reflected in an amendment to the City Manager's Employment Agreement and Personnel and Compensation Plan.
4. No Changes to the Elected Officials Salary Schedule.
 - Elected Officials FY 2023/2024 Salary Schedule 8 (Attachment 11)
5. 6% increase in health care benefits: Health care benefits will increase up to \$1,586.82 per month for the City Manager and Elected Officials. Opt-out/cash-back provision remains at a cap of \$1,358 per month for employees hired prior

to July 1, 2021, and \$475 per month for employees hired on or after July 1, 2021.

Part-Time/Temporary/Seasonal Employees:

1. Term of Compensation Plan: July 1, 2023, to June 30, 2024
2. Positions in pay grades PTS 58 and higher will receive a 7% salary increase effective the first full pay period in July 2023.
3. Positions in pay grade PTS 41 will be adjusted according to the California Minimum Wage effective January 1, 2024.
 - Part-Time/Temporary/Seasonal Employees' FY 2023/2024 Salary Schedule 6 (Attachment 12)

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

FISCAL IMPACT:

The FY 2023/2024 Operating Budget, as adopted by the City Council on June 28, 2023, included all salary, benefit, schedule, and classifications changes listed.

WORK PLAN: N/A

OPTIONS:

- Approve the FY 2023/2024 Salary, Classification and Compensation Plans as recommended by Staff.
- Do not approve the FY 2023/2024 Salary, Classification and Compensation Plans and provide alternative direction.
- Approve the MOUs between the City and SBEA-MISC. and between the City and SBEA-MSU.
- Do not approve the MOUs between the City and SBEA-MISC. and between the City and SBEA-MSU and provide alternative direction.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution 2023-096 approving the FY 2023/2024 Salary and Compensation schedules.

2. Adopt Resolution 2023-097 approving the Memoranda of Understanding between the City and the Solana Beach Employee Association-Miscellaneous and between the City and Solana Beach Employee Association-Marine Safety Unit.
3. Authorize the City Treasurer to amend the FY 2023/2024 Adopted Budget accordingly.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2023-096
2. Resolution 2023-097
3. FY 2023/2024 Management Salary Schedule 1
4. FY 2023/2024 Confidential Employees Salary Schedule 2
5. FY 2023/2027 SBEA-MISC. MOU
6. FY 2023/2024 Miscellaneous Employees Salary Schedule 3
7. FY 2023/2027 SBEA-MSU MOU
8. FY 2023/2024 Marine Safety Salary Schedule 4
9. FY 2023/2024 Fire Association Salary Schedule 5
10. City Manager – 7th Amendment to Employment Agreement (2022)
11. FY 2023/2024 Elected Officials' Salary Schedule
12. FY 2023/2024 Part-Time/Temporary/Seasonal Salary Schedule 6

RESOLUTION 2023-096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING FY 2023/2024 SALARY, CLASSIFICATION AND COMPENSATION PLANS FOR ALL UNREPRESENTED AND REPRESENTED EMPLOYEES

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

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

WHEREAS, there is a seven percent (7%) salary adjustment for all non-represented employees (executive management, management and confidential) salary schedules for FY 2023/2024; and

WHEREAS, there is a seven percent (7%) salary adjustment to the Solana Beach Employees Association – Miscellaneous (SBEA-MISC.) salary schedule for FY 2023/2024; and

WHEREAS, there is a seven percent (7%) salary adjustment to the Solana Beach Employees Association – Marine Safety (SBEA-MSU) salary schedule for FY 2023/2024; and

WHEREAS, there is a three percent (3%) salary adjustment to the Solana Beach Fire Association (SBFA) salary schedule for FY 2023/2024; and

WHEREAS, the City Manager is authorized to make any future necessary changes to the City's salary schedules to remain in compliance with applicable State and/or Federal laws; and

WHEREAS, there is a six percent (6%) increase to the Health Benefits Flex Credit for all non-represented employees, including the City Manager and City Council, and SBEA-MISC. employees (does not include part-time/seasonal/temporary employees) for FY 2023/2024; and

WHEREAS, there is a five percent (5%) increase to the Health Benefits Flex Credit for all SBEA-MSU employees (does not include part-time/seasonal/temporary employees) for FY 2023/2024; and

WHEREAS, the Health Benefits Flex Credit for SBFA employees, will be based on the median of the CalPERS health rates for Plan Year 2024, and cash-back/opt out

amount will be capped at \$947 per month for FY 2023/2024; and

WHEREAS, the City Council has reviewed and considered the City Manager's recommendations for salary and compensation plans and is prepared to adopt the FY 2023/2024 Salary, Classification and Compensation plans as recommended.

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

1. That the foregoing recitations are true and correct.
2. The FY 2023/2024 Salary and Compensation Plans for represented employees, executive management, management, confidential, part-time/seasonal/temporary employees are to be as follows:
 - A. SBEA-Miscellaneous Unit Represented Employees:
 - i. 7% salary increase and 6% increase in Health Care Benefits.
 - B. SBEA-Marine Safety Represented Employees:
 - i. 7% salary increase and 5% increase in Health Care Benefits.
 - ii. One-time non-PERSable stipend in the amount of \$1,000.
 - iii. Continuing Licensure Incentive (CLI)
 - Marine Safety Lieutenant - \$1,200/year
 - Marine Safety Sergeant - \$1,200/year
 - Temporary Senior Lifeguard + EMT - \$1,200/year
 - iv. Educational Incentive
 - Bachelor's degree - \$1,800/year
 - Associate degree - \$960/year
 - v. Longevity Incentive
One-time longevity incentive pay at each of the milestone anniversaries listed below:
 - 10-year anniversary - \$500
 - 15-year anniversary - \$1,000
 - 20-year anniversary - \$1,500
 - 25-year anniversary - \$1,750
 - 30-year anniversary - \$2,000
 - vi. Uniform Allowance
 - \$1,000 per year per SBEA-MSU member
 - C. SBFA Represented Employees:
 - i. 3% salary increase and an increase in Health Care Benefits based on the median of CalPERS Plan Year 2024 health rates.
 - D. Non-represented Employees: (Executive Management, management and Confidential):
 - i. 7% salary increase and 6% increase in Health Care Benefits.
 - ii. Addition of Step G to the Confidential Salary Schedule 2.

E. Part-Time/Seasonal/Temporary Employees:

- i. Positions in pay grades PTS 58 and higher will receive a 7% salary increase effective the first full pay period in July 2023.
- ii. Positions in pay grade PTS 41 will be adjusted according to the California Minimum Wage effective January 1, 2024.

F. City Manager:

- i. 6% increase in Health Care Benefits.
- ii. City Manager's performance evaluation is currently underway. Any additional changes to the City Manager's compensation will be reflected in an amendment to the City Manager's Employment Agreement and Personnel and Compensation Plan.

G. Elected Officials:

- i. 6% increase in Health Care Benefits.

H. Except as identified above, the terms of the FY 2023/2024 Salary and Compensation Plans shall continue in full force and effect for all employees.

I. Term: The FY 2023/2024 Salary and Compensation Plans shall be effective July 1, 2023, for all employees, and will remain in effect for an unspecified period of time until revised by City Council.

PASSED AND ADOPTED this 12th day of July 2023, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California, by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA CANLAS, City Attorney

ANGELA IVEY, City Clerk

RESOLUTION 2023-097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING AND ADOPTING A MEMORANDA OF UNDERSTANDING WITH THE SOLANA BEACH EMPLOYEE ASSOCIATIONS – MISCELLANEOUS AND MARINE SAFETY UNIT

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

WHEREAS, the Solana Beach Employee Association - Miscellaneous Employee Group (SBEA-MISC.) is the recognized bargaining unit for the miscellaneous employees of the City ; and

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

WHEREAS, the Memoranda of Understanding (MOUs) between the City and both employee groups expired on June 30, 2023; and

WHEREAS, SBEA-MISC. and SBEA-MSU each met and conferred individually with the City in good faith in an effort to reach agreement on a new MOU; and

WHEREAS, during the meet and confer process, SBEA-MISC. and SBEA-MSU both reached an agreement with the City for a new four-year term MOU for Fiscal Years 2023/2024, 2024/2025, 2025/2026, and 2026/2027; and

WHEREAS, the attached MOUs have been approved by the SBEA-MISC. and SBEA-MSU respective memberships.

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

1. That the foregoing recitations are true and correct.
2. The Memorandums of Understanding between the City and employees represented by SBEA-MISC. and SBEA-MSU are hereby approved and adopted.
3. That the City Council approved and adopted The FY 2023/2024 Operating Budget, on June 28, 2023.
4. All salary, benefit, schedule, and classification changes are included in the currently adopted FY 2023/2024 budget.

PASSED AND ADOPTED this 12th day of July 2023 at a regular meeting of the

City Council of the City of Solana Beach, California, by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

**FY 2023/2024 EXECUTIVE MANAGEMENT AND MANAGEMENT EMPLOYEES
SALARY SCHEDULE 1
JULY 1, 2023**

Pay Greade	Job Classifications	Frequency	Minimum	25th Percentile	Midpoint	75th Percentile	Maximum
M1	Management Analyst	Annual	\$69,389	\$79,789	\$90,210	\$100,610	\$111,010
	Human Resources Analyst	Monthly	\$5,782	\$6,649	\$7,517	\$8,384	\$9,251
	Recreation Supervisor	Bi-weekly	\$2,891	\$3,325	\$3,759	\$4,192	\$4,625
	Executive Assistant to City Manager/Council	Hourly	\$33.36	\$38.36	\$43.37	\$48.37	\$53.37
	Public Works Supervisor						
M2	Deputy City Clerk	Annual	\$79,394	\$89,315	\$99,216	\$109,138	\$119,080
	Senior Human Resources Analyst	Monthly	\$6,616	\$7,443	\$8,268	\$9,095	\$9,923
	Senior Management Analyst	Bi-weekly	\$3,308	\$3,721	\$4,134	\$4,547	\$4,962
		Hourly	\$38.17	\$42.94	\$47.70	\$52.47	\$57.25
M3	Network System Engineer	Annual	\$87,318	\$98,238	\$109,138	\$120,058	\$130,978
	Senior Accountant	Monthly	\$7,277	\$8,187	\$9,095	\$10,005	\$10,915
	Senior Civil Engineer	Bi-weekly	\$3,638	\$4,093	\$4,547	\$5,002	\$5,457
	Senior Planner	Hourly	\$41.98	\$47.23	\$52.47	\$57.72	\$62.97
M4	Information Technology Manager	Annual	\$96,054	\$108,056	\$120,058	\$132,059	\$144,518
	Principal Human Resources Analyst	Monthly	\$8,005	\$9,005	\$10,005	\$11,005	\$12,043
	Principal Management Analyst	Bi-weekly	\$4,002	\$4,502	\$5,002	\$5,502	\$6,022
	Principal Planner	Hourly	\$46.18	\$51.95	\$57.72	\$63.49	\$69.48
	Public Works Operations Manager						
	Recreation Manager Risk Manager						
M4-A	Assistant to the City Manager	Annual	\$105,643	\$118,872	\$132,059	\$145,267	\$158,454
	Human Resources Manager	Monthly	\$8,804	\$9,906	\$11,005	\$12,106	\$13,205
	Principal Civil Engineer	Bi-weekly	\$4,402	\$4,953	\$5,502	\$6,053	\$6,602
		Hourly	\$50.79	\$57.15	\$63.49	\$69.84	\$76.18
M5	Fire Battalion Chief (2912 annual hours)	Annual	\$109,229	\$122,886	\$136,573	\$150,172	\$163,858
		Monthly	\$9,102	\$10,241	\$11,381	\$12,514	\$13,655
		Bi-weekly	\$4,551	\$5,120	\$5,691	\$6,257	\$6,827
		Hourly	\$37.51	\$42.20	\$46.90	\$51.57	\$56.27
M6	Marine Safety Captain	Annual	\$116,230	\$130,749	\$145,267	\$159,806	\$174,325
	Finance Manager	Monthly	\$9,686	\$10,896	\$12,106	\$13,317	\$14,527
		Bi-weekly	\$4,843	\$5,448	\$6,053	\$6,659	\$7,264
		Hourly	\$55.88	\$62.86	\$69.84	\$76.83	\$83.81
M6-A	Fire Battalion Chief (2080 annual hours)	Annual	\$120,162	\$135,179	\$150,197	\$165,214	\$180,253
		Monthly	\$10,013	\$11,265	\$12,516	\$13,768	\$15,021
		Bi-weekly	\$5,007	\$5,632	\$6,258	\$6,884	\$7,511
		Hourly	\$57.77	\$64.99	\$72.21	\$79.43	\$86.66
M7	Deputy Fire Chief	Annual	\$122,928	\$141,378	\$159,806	\$178,256	\$196,685
		Monthly	\$10,244	\$11,781	\$13,317	\$14,855	\$16,390
		Bi-weekly	\$5,122	\$5,891	\$6,659	\$7,427	\$8,195
		Hourly	\$59.10	\$67.97	\$76.83	\$85.70	\$94.56
M8	Assistant City Manager	Annual	\$135,200	\$155,480	\$175,781	\$196,082	\$216,341
	City Clerk	Monthly	\$11,267	\$12,957	\$14,648	\$16,340	\$18,028
	City Engineer/Public Works Director	Bi-weekly	\$5,633	\$6,478	\$7,324	\$8,170	\$9,014
	Community Development Director	Hourly	\$65.00	\$74.75	\$84.51	\$94.27	\$104.01
	Fire Chief						
	Finance Director/City Treasurer Human Resources Director Information Technology Director						

Executive and

**CONFIDENTIAL EMPLOYEES
SALARY SCHEDULE 2
JULY 1, 2023**

			Hourly						Monthly							
Pay Grade		Job Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Confidential	94-A	Confidential Administrative Assistant	\$ 27.87	\$ 29.28	\$ 30.73	\$ 32.27	\$ 33.88	\$ 35.58	\$ 37.36	\$ 4,830.80	\$ 5,075.20	\$ 5,326.53	\$ 5,593.47	\$ 5,872.53	\$ 6,167.20	\$ 6,475.73
Confidential	95-A	Fiscal Services Specialist	\$ 28.15	\$ 29.55	\$ 31.03	\$ 32.59	\$ 34.22	\$ 35.93	\$ 37.73	\$ 4,879.33	\$ 5,122.00	\$ 5,378.53	\$ 5,648.93	\$ 5,931.47	\$ 6,227.87	\$ 6,539.87
Confidential	107-A	Administrative Assistant IV	\$ 31.71	\$ 33.31	\$ 34.97	\$ 36.72	\$ 38.56	\$ 40.48	\$ 42.50	\$ 5,496.40	\$ 5,773.73	\$ 6,061.47	\$ 6,364.80	\$ 6,683.73	\$ 7,016.53	\$ 7,366.67
		Fiscal Services Specialist II														
Confidential	114-A	Accountant	\$ 34.02	\$ 35.71	\$ 37.49	\$ 39.37	\$ 41.34	\$ 43.41	\$ 45.58	\$ 5,896.80	\$ 6,189.73	\$ 6,498.27	\$ 6,824.13	\$ 7,165.60	\$ 7,524.40	\$ 7,900.53

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SOLANA BEACH
AND
THE SOLANA BEACH EMPLOYEES' ASSOCIATION
MISCELLANEOUS EMPLOYEE GROUP
JULY 1, 2023, to JUNE 30, 2027**



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOLANA BEACH AND
THE SOLANA BEACH EMPLOYEES' ASSOCIATION
MISCELLANEOUS GROUP**

JULY 1, 2023, THROUGH JUNE 30, 2027

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SOLANA BEACH
AND
THE SOLANA BEACH EMPLOYEES' ASSOCIATION
MISCELLANEOUS GROUP**

JULY 1, 2023, THROUGH JUNE 30, 2027

1. PREAMBLE

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

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

2. RECOGNITION

Pursuant to Solana Beach Resolution No. 92-52 (Employer-Employee Relations Resolution), and applicable State law, the CITY acknowledges SBEA-MISCELLANEOUS EMPLOYEE GROUP as the Recognized Employee Organization for Miscellaneous Unit employees for purposes of employer-employee relations.

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

3. APPROVAL BY THE CITY COUNCIL

This MOU constitutes a mutual recommendation to be jointly submitted to the City Council for its consideration and action. It is agreed that if this memorandum is approved by the City Council, the CITY will act in a timely manner to make the changes in City ordinances, resolutions, rules, policies, and procedures necessary to implement this MOU.

Upon approval by the City Council, this MOU, along with the Solana Beach Personnel Rules and Regulations (as existing on the date of this MOU or as modified by or pursuant to this MOU), and other Policies or Directives established by the CITY (as existing on the date of this MOU or as modified by or pursuant to this MOU), will govern the wages, hours and terms and conditions of employment of the

employees represented by the SBEA-MISCELLANEOUS EMPLOYEE GROUP , subject to the provisions and limitations of Chapter 2.44 (Personnel System) of the Solana Beach Municipal Code.

4. AUTHORIZED AGENTS/REPRESENTATIVES

CITY's principal authorized agent shall be the City Manager or the City Manager's authorized designee; unless a particular officer or employee is specifically designated in connection with the performance of a specific function or obligation set forth in the MOU.

The SBEA-MISCELLANEOUS EMPLOYEE GROUP's principal authorized agent shall be its president or a duly authorized designee of the president.

5. CITY MANAGEMENT RIGHTS

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

The CITY has, except as expressly and lawfully restricted by specific provisions of this MOU, the exclusive decision-making authority to:

- a) Determine and modify the organization of city government and its constituent work units.
- b) Determine the nature, standards, levels, and mode of delivery of services to be offered to the public; provided, however, should the CITY determine to change the mode of delivery of services to be offered to the public, it shall first notify SBEA-MISCELLANEOUS EMPLOYEE GROUP and if an effect on represented employees is identified, shall meet, and confer with SBEA-MISCELLANEOUS EMPLOYEE GROUP regarding the effect of such decision on represented employees.
- c) Determine the budget, to allocate funds and resources, and determine revenue sources.
- d) Determine methods, means, and the numbers and kinds of personnel by which services are to be provided.
- e) Determine whether goods or services shall be made, purchased, or contracted for; provided, however, should the CITY determine to contract out bargaining unit work, it shall first meet and confer with SBEA-MISCELLANEOUS EMPLOYEE GROUP regarding the effect of such decision on represented employees.
- f) Determine employees, including scheduling and assignment of work and overtime.
- g) Establish employee performance standards and require compliance therewith.
- h) Promote or hire employees and establish job qualifications, descriptions, and requirements.
- i) Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits or otherwise discipline employees subject to the requirements of applicable law.

- j) Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.
- k) Implement rules, regulations, and directives consistent with law and the specific provisions of this MOU.
- l) Take all necessary actions to protect the public and carry out its mission in emergencies.

6. EMPLOYEE RIGHTS

Non-discrimination: As a result of this MOU, no person shall be favored or discriminated against, by either the CITY or the SBEA-MISCELLANEOUS EMPLOYEE GROUP, to the extent provided by law because of political or religious opinions or affiliations, or because of racial or national origin, or because of age, sex, sexual orientation, or disability.

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

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

- a) The right to form, join and participate in the activities of employee organizations of the employee's own choosing for the purpose of representation on matters of employer/employee relations or not to join or participate in the activities of any organization as provided in Solana Beach Resolution No. 92-52. All employees have a right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations, with respect to his or her membership or non-membership in any employee organization.
- b) Pursuant to the Meyers-Milias-Brown Act, the right to represent himself or herself individually in employer/employee relations with the CITY or to be represented through a representative designated by the employee.
- c) The right to review his or her individual personnel file at times convenient to the employee and the CITY.

Miscellaneous Employee Group Rights:

- a) CITY recognizes the right of SBEA-MISCELLANEOUS EMPLOYEE GROUP to govern its internal affairs.
- b) The CITY shall provide bulletin boards to be placed in CITY offices at a place convenient to SBEA-MISCELLANEOUS EMPLOYEE GROUP and approved by the City Manager for the use of SBEA-MISCELLANEOUS EMPLOYEE GROUP. Material placed on the bulletin board shall be at the

discretion of SBEA-MISCELLANEOUS EMPLOYEE GROUP. SBEA-MISCELLANEOUS EMPLOYEE GROUP agrees not to post any literature that is offensive, defamatory or violates the rights of employees to a workplace free of discrimination or harassment.

- c) SBEA-MISCELLANEOUS EMPLOYEE GROUP may, with the prior approval of the City Manager, use CITY facilities for off-duty meetings of SBEA-MISCELLANEOUS EMPLOYEE GROUP members. Use by SBEA-MISCELLANEOUS EMPLOYEE GROUP of CITY equipment and supplies other than items normally used in business meetings such as desks, chairs, blackboards, and dry boards, despite the presence of such equipment and supplies, is prohibited.
- d) The representatives of SBEA-MISCELLANEOUS EMPLOYEE GROUP shall have reasonable access to the members of SBEA-MISCELLANEOUS EMPLOYEE GROUP for the purposes of providing representation and consultation. The access shall be subject to approval by the City Manager and shall not interfere with the convenient operation of the CITY's Departments. Access by personal visit to CITY offices shall be subject to reasonable prior notice to the City Manager.
- e) A representative of SBEA-MISCELLANEOUS EMPLOYEE GROUP shall be allowed to be present at the request of any employee at any meeting with management involving a grievance, at appeals of employee performance evaluations, and at any pre-disciplinary or disciplinary meetings.
- f) The CITY agrees to provide reasonable time off, without loss of pay, during scheduled work hours for up to two (2) representatives of SBEA-MISCELLANEOUS EMPLOYEE GROUP when said representatives are meeting and conferring on matters within the scope of representation.
- g) SBEA-MISCELLANEOUS EMPLOYEE GROUP may designate one employee representative to assist an employee in preparing and presenting materials for disciplinary or grievance procedures. The employee's representative so designated shall be allowed reasonable release time from regularly scheduled duties for the purpose of investigating and preparing materials for such procedures. Supervisors shall be given at least one day prior written notice in the event release time is requested, unless the supervisor agrees otherwise. Employee representatives, who investigate, prepare, or present materials during off-duty time shall do so on their own time. Employee representatives and employees who attend personnel hearings during the off-duty time shall do so on their time; providing, however, that off-duty employees who are ordered or subpoenaed to attend such hearings shall be compensated in accordance with the overtime provisions of this MOU.
- h) A designated employee representative requesting time off under this Article shall direct such request to the City Manager in writing within a reasonable time prior to the date requested, in order to assure that the department meets its staff needs and to assure sufficient coverage of departmental assignments. The City Manager shall respond to the request as soon as feasible, but not later than the end of business on the next business day following the request. If the City Manager does not respond to the request, the Department Head of the affected department may grant the release time. If the City Manager or Department Head cannot grant the release time because of workload or other scheduling reasons, the City Manager or Department Head shall give notice to the employee of a date or dates when the release time will be provided.

7. FULL UNDERSTANDING, MODIFICATION, WAIVER

It is the intent of the parties that this MOU set forth the full and entire understanding of matters agreed to upon conclusion of meet and confer sessions which resulted in this MOU. Any other matters, not contained herein, which were addressed during the course of the meet and confer process resulting in this MOU, are superseded, and terminated in their entirety. Any understanding or agreement not contained herein, whether formal or informal, which occurred during the course of meet and confer sessions, resulting in this MOU, are terminated, or superseded in their entirety. Any amendment to the provisions of this MOU shall not be effective unless made in writing executed by the parties.

It is the intent of the parties that this MOU be administered in its entirety in good faith during its full term. It is recognized that if during such term it is necessary for the CITY to propose changes in matters within the scope of representation not contained in this memorandum, the CITY shall notify SBEA-MISCELLANEOUS EMPLOYEE GROUP, indicating the proposed change prior to its implementation. If SBEA-MISCELLANEOUS EMPLOYEE GROUP wishes to consult or meet and confer with the CITY regarding the matter, SBEA-MISCELLANEOUS EMPLOYEE GROUP shall notify the CITY within ten (10) working days from the receipt of such notice. Upon receipt of such notice, the parties shall meet promptly in an earnest effort to reach a mutually satisfactory resolution of any problem arising as a result of the change instituted by the CITY.

Nothing herein shall limit the authority to the CITY to make changes required during emergencies. However, the CITY shall notify SBEA-MISCELLANEOUS EMPLOYEE GROUP of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of emergency. "Emergency" shall be defined as an unforeseen circumstance requiring immediate implementation of the change.

Failure by the SBEA-MISCELLANEOUS EMPLOYEE GROUP to request consultation or negotiations pursuant to this Article shall not be deemed as approval of any action taken by the CITY, but only as a waiver of the right to consult and meet and confer.

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

8. PEACEFUL PERFORMANCE OF CITY SERVICES

No Strike - During the life of this MOU, neither the employees nor any employee's agents or representatives will instigate, promote, sponsor, engage in, or condone any strike (including sympathy strike), slowdown, concerted stoppage of work, sickouts, or any other intentional disruption of the operations of the CITY, regardless of the reason for so doing.

Penalty - Any employee engaging in activity prohibited by "No Strike" under this Article, or who instigates or gives leadership to such activity, shall be subject to disciplinary action.

No Lockout - During the term of this MOU, the CITY will not instigate a lockout over a dispute with the employees so long as there is no breach of "No Strike" under this Article.

Association Official Responsibility - Each employee or other person who holds the position of officer of the Recognized Employee Organization occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article; therefore, such employees or other persons agree to inform its members of their obligations under "No Strike" of this Article, and to inform them of the penalty for failure to comply.

Enforcement - In the event the CITY is required to enforce the provisions of the Article "Peaceful Performance of CITY Services" by court action, or in the event that SBEA-MISCELLANEOUS EMPLOYEE GROUP is required to enforce the provisions of said Article by court action, an injunction may be issued.

9. PRIOR AGREEMENTS

The provisions of this MOU shall supersede and replace the provisions of the Memorandum of Understanding last executed between SBEA-MISCELLANEOUS EMPLOYEE GROUP and the CITY.

The benefits and other terms and conditions of employment provided pursuant to the CITY's Personnel Rules and Regulations shall continue to apply except to the extent modified by this MOU.

10. NEGOTIATIONS FOR A SUCCESSOR AGREEMENT

The parties agree that negotiations for a successor Memorandum of Understanding shall begin by the submission by either party of a proposal or a written notice of intent to bargain not later than February 1 of the final year of the MOU. If a proposal or notice of intent to bargain is submitted, meeting and conferring sessions shall begin and shall continue until agreement is reached or until an inability to reach agreement (impasse) is declared. The parties agree to use their best efforts to conclude meet and confer sessions before May 31 of the final year of the MOU. If neither party submits at least a notice of intent to bargain, all conditions of this MOU shall continue in full force and effect for one year from the date it otherwise would have terminated.

11. RULES AND REGULATIONS

The City of Solana Beach Personnel Rules and Regulations shall remain in full force and effect during the term of this MOU subject only to the provisions of this MOU and to the amendments necessary to implement the terms of this MOU. During the term of this MOU, any amendments proposed by CITY Management to the City of Solana Beach Personnel Rules and Regulations pursuant to the rights reserved to the CITY under this MOU shall be made after providing notice and an opportunity for input to the designated representatives of SBEA-MISCELLANEOUS EMPLOYEE GROUP.

12. HOURS OF WORK

Hours of work and work schedules shall be determined according to Section 9.01 of the City Personnel Rules and Regulations.

Employees are required to accurately report all time worked on their time sheets. Under no circumstances may an employee work any time in addition to their regular work hours, whether before or after work or during an unpaid meal break, without first receiving approval in advance from their supervisor.

13. SALARY ADJUSTMENT

The parties jointly agree that the following salary increase shall be applicable for the term of this MOU for all SBEA-MISCELLANEOUS EMPLOYEE GROUP classifications as specified on the salary schedule in Appendix B:

- a) Effective the first full pay period in July 2023: seven percent (7%) salary increase for employees represented by SBEA-MISCELLANEOUS EMPLOYEE GROUP.
- b) Effective the first full pay period in July 2024: three percent (3%) salary increase for employees represented by SBEA-MISCELLANEOUS EMPLOYEE GROUP.
- c) Effective the first full pay period in July 2025: three percent (3%) salary increase for employees represented by SBEA-MISCELLANEOUS EMPLOYEE GROUP.
- d) Effective the first full pay period in July 2026: three percent (3%) salary increase for employees represented by SBEA-MISCELLANEOUS EMPLOYEE GROUP.
- e) **Additional Salary Adjustments**: Effective the first full pay period in July 2023, an additional step (STEP G) will be added to the SBEA-MISCELLANEOUS EMPLOYEE GROUP Salary Schedule 3.

Pay increases resulting from employee-employer negotiations will become effective on the specific date negotiated between the CITY and SBEA-MISCELLANEOUS EMPLOYEE GROUP. Increases in salary resulting from merit increases will become effective on the employee's anniversary date, as approved by the City Manager in accordance with the City of Solana Beach Personnel Rules and Regulations.

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

14. CAFETERIA BENEFIT PLAN

All regular employees in the SBEA-MISCELLANEOUS EMPLOYEE GROUP shall be entitled to receive health, dental and vision insurance in accordance with the group insurance policies acquired by the CITY.

The CITY will contribute the following to each full-time employee for the purchase of medical, dental and vision insurance options offered through the City's Flexible Benefit Cafeteria Plan:

- a) Effective July 1, 2023, through June 30, 2024, the CITY will contribute a monthly health insurance allowance up to a maximum of \$1,586.82 per month, per full-time employee, toward the medical, dental, and vision insurance options offered through the CITY's Flexible Benefit Plan.
- b) Effective July 1, 2024, through June 30, 2025, the City will increase the maximum monthly health insurance allowance by 6% from \$1,586.82 to a maximum of up to \$1,682.03 per

month, per full-time employee, toward the medical, dental, and vision insurance options offered through the CITY's Flexible Benefit Plan.

- c) Effective July 1, 2025, through June 30, 2026, the City will increase the maximum monthly health insurance allowance by 6% from \$1,682.03 to a maximum of up to \$1,782.95 per month, per full-time employee, toward the medical, dental, and vision insurance options offered through the CITY's Flexible Benefit Plan.
- d) Effective July 1, 2026, through June 30, 2027, the City will increase the maximum monthly health insurance allowance by 6% from \$1,782.95 to a maximum of up to \$1,890.00 per month, per full-time employee, toward the medical, dental, and vision insurance options offered through the CITY's Flexible Benefit Plan.
- e) All previous terms apply.
- f) Contributions for Part-Time SBEA-Miscellaneous Employees will be prorated at a rate that is representative of their part-time work status (e.g. 50% or 75%)

Opt-Out/Cash Back Provisions:

Employees hired prior to July 1, 2021:

- 1) Employees who do not enroll in the medical, dental or vision insurance plans provided by the City ("optout") will receive \$1,358 cash back per month. Employees who opt-out of plans provided by the City must provide proof of other "minimum essential group medical insurance coverage" to the Human Resources Department, as set forth below.
- 2) Employees who either: a) Do not enroll in the medical insurance plan provided by the City and enroll in either the dental or vision plans provided by the City; or b) Enroll in medical and dental or vision plans provided by the City where the total monthly health insurance premiums cost less than \$1,358 will receive the difference between \$1,358 and their total monthly insurance premiums for medical, dental, and vision plans provided by the City.
- 3) No cash back will be provided to employees whose total monthly insurance premiums for medical, dental, and vision plans provided by the City exceed \$1,358.

Employees hired on or after July 1, 2021:

- 1) Employees who do not enroll in the medical, dental or vision insurance plans provided by the City ("optout") will receive \$475 cash back per month. Employees who opt-out of plans provided by the City must provide proof of other "minimum essential group medical insurance coverage" to the Human Resources Department, as set forth below.
- 2) Employees who either: a) Do not enroll in the medical insurance plan provided by the City and enroll in either the dental or vision plans provided by the City; or b) Enroll in medical and dental or vision plans provided by the City where the total monthly health insurance premiums cost less than \$475

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

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

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

All employees must either elect medical insurance for employee only or provide satisfactory proof of other minimum essential group medical insurance coverage through a non-CITY plan. The CITY's Human Resources Department will be responsible for approving an employee's proof of health coverage. After the CITY's initial verification of employee coverage under another non-CITY medical plan, the Human Resources Department will request proof of coverage as often as deemed necessary to ensure an employee's continued medical insurance coverage. All costs of insurance coverage for the employee or dependents in excess of the CITY contribution shall be borne by the employee. All Cafeteria Plan elections must be made on forms approved by the Human Resources Department. Elections must be made prior to the beginning of the Plan year and must remain in effect unless there is a qualifying event as defined under IRS regulations and the City of Solana Beach Flexible Benefit Plan and approved by the Human Resources Department.

15. RETIREMENT SYSTEM CONTRIBUTIONS

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

A. Employees hired prior to January 1, 2011:

- i. The City will continue to participate in the California Public Employees Retirement System (CalPERS) and provide a 2.5% at 55 retirement benefit with the use of the employee's single highest year salary. The cost of the program will continue to be shared between City and SBEA-MISCELLANEOUS EMPLOYEE GROUP employees. Employees shall pay the entire CalPERS Retirement employee share of 8%.
- ii. Cost Sharing of Employer Contribution: Per CalPERS contract amendment which went into effect on October 29, 2016, SBEA-MISCELLANEOUS EMPLOYEE GROUP employees will continue to contribute 1.04% of pay towards the normal cost in addition to paying their entire employee share of the CalPERS retirement contribution for a total of 9.04%.

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

- i. The CalPERS formula for employees shall be 2% at 60, with the use of the average of the employee's highest-three-year-salary. Employees shall pay

the entire CalPERS Retirement employee share of the CalPERS retirement contribution.

- ii. Cost Sharing of Employer Contribution: Per CalPERS contract amendment which went into effect on October 29, 2016, SBEA-MISCELLANEOUS EMPLOYEE GROUP employees will continue to contribute 0.19% of pay towards the normal cost in addition to paying their entire employee share of the CalPERS retirement contribution.

C. **Employees hired on or after January 1, 2013, and defined by CalPERS as new members:**

- i. The CalPERS formula for employees shall be 2% at 62, with the use of the average of the employee's highest-three-year-salary. Employees shall pay the normal cost contribution, as determined by CalPERS.

All benefits and amendments to the Retirement system provided in previous MOUs between the City and the SBEA-MISCELLANEOUS EMPLOYEE GROUP employees, shall remain in full force unless otherwise annulled by this MOU.

D. **Mission Square Retirement**

The City will contribute \$1 for each \$1 contributed to a Mission Square Retirement 457 Savings Plan by each MISCELLANEOUS EMPLOYEE GROUP employee, with an annual cap of \$2,000 per year.

SBEA-MISCELLANEOUS EMPLOYEE GROUP employees must have an active account with Mission Square Retirement.

16. RETIREE HEALTH BENEFITS

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

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

- a) Staff members hired **prior to January 1, 2007**, shall receive maximum of \$290.00 per month. If the retired employee elects to enroll in the CalPERS Retiree Health Plan, the City will subtract the required minimum PEMHCA contribution amount and pay that amount to CalPERS directly. Any remaining balance will be provided to the retired employee.

If the retired employee does not elect to enroll in the CalPERS Retiree Health Plan, the \$290 monthly allowance will be deposited in a Health Reimbursement Arrangement Account (HRA), which can be used towards reimbursement of eligible health/medical expenses.

- b) Staff members with a date of hire **on or after January 1, 2007**, who subsequently retire from the City **AND** enroll in the CalPERS Retiree Health Plan, will only receive the “minimum” retirement benefit contribution amount required under PEMHCA to offset their CalPERS Retiree Health Plan costs.

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

17. LIFE INSURANCE

All employees of the CITY governed by this MOU shall be entitled to receive life insurance. The CITY shall pay the cost of the basic coverage for the employee. The life insurance policy shall continue to provide basic coverage at an amount equal to one times the employee's annual salary.

18. LONG TERM DISABILITY INSURANCE (LTD)

Employees are eligible to participate in the City’s LTD Plan. LTD premiums will be paid by the City on behalf of all SBEA-MISCELLANEOUS EMPLOYEE GROUP employees.

19. LEAVE PROVISIONS

Employees shall be entitled to leaves of absence as provided in the City’s Personnel Rules and Regulations.

19.1 Vacation

SBEA-MISCELLANEOUS EMPLOYEE GROUP employees shall be entitled to vacation usage, , and payoff as provided in the CITY Personnel Rules and Regulations.

The vacation accrual rates have been updated as listed below for all SBEA-MISCELLANEOUS EMPLOYEE GROUP employees:

Completed Months of Employment	Accrual Rate	Maximum Accrual Rate
• 0-35 months (1-3 years)	3.08 hours per pay period	160.16 hours
• 36- 59 months (3-5 years)	4.62 hours per pay period	240.24 hours
• 60-119 months (5-10 years)	6.461 hours per pay period	335.97 hours
• 120-179 months (10-15 years)	7.38 hours per pay period	383.76 hours
• 180+ months (15+ years)	8.31 hours per pay period	432.12 hours

Part-time SBEA-MISCELLANEOUS EMPLOYEE GROUP employees shall be entitled to vacation accrual at a rate that is representative of their part-time status (50%, 75%, etc.)

19.2 Holidays

“Holiday Leave” “Holidays” and “Holiday Pay” are governed by the provisions of the City Personnel Rules and Regulations, except for the following amendments:

a) **Holiday Leave**

Holiday Leave shall be “leave with pay” credited to employees in the number of hours the employee(s) would have worked based on their regular work for full-time SBEA-MISCELLANEOUS EMPLOYEE GROUP employees. For example, for employees working a

9/80 schedule, if a holiday occurs on a Friday, employees will be credited with eight (8) hours of Holiday Leave, whereas if a holiday occurs Monday through Thursday, employees will be credited with nine (9) hours of Holiday Leave. If a holiday occurs on a weekend day, employees will be credited with nine (9) hours of Holiday Leave. Employees will not be credited with Holiday Leave that exceeds the number of hours they would have worked.

Part-time SBEA-MISCELLANEOUS EMPLOYEE GROUP employees will be credited with Holiday Leave at a rate that is representative of their part-time status (e.g., 50% or 75%).

b) **Christmas and New Year's Holidays**

In observance of the Christmas and New Year's Holidays, City administrative offices will close between Christmas Eve (12/24) through New Year's Day (1/1). SBEA-MISCELLANEOUS EMPLOYEE GROUP employees are entitled to full-day holiday pay during this closure.

If Christmas Eve, Christmas Day, New Year's Eve or New Year's Day holidays fall on a weekend (Saturday and/or Sunday), or on a regularly alternating closed Friday, or on an employee's regularly scheduled day off, regular full-time SBEA-MISCELLANEOUS EMPLOYEE GROUP employees shall be credited with nine (9) or eight (8) hours of Holiday fixed leave, as outlined in section 19.2(a) in observance of these holidays.

Permanent Part-time SBEA-MISCELLANEOUS EMPLOYEE GROUP employees shall be entitled to Holiday Leave representative of their part-time status (e.g., 50% or 75%).

The CITY reserves the right to determine the most efficient manner in which to provide the Christmas, Christmas Eve, New Year's Eve and New Year's Day holidays.

c) **Work on a Holiday**

SBEA-MISCELLANEOUS EMPLOYEE GROUP employees who are required to work on an official CITY holiday shall be compensated at the rate of time and one-half (1.5) the base rate of pay for hours actually worked.

Such compensation shall either be paid or, at the employee's option, be provided in compensatory time off (comp time) if the employee is eligible to receive comp time and if the comp time would not exceed the maximum number of hours permitted (50 hours). The affected employee shall also receive holiday credit based on their normal work schedule.

d) **Juneteenth Holiday**

Juneteenth will be added to the list of the City's official observed holidays. Juneteenth will be observed on June 19th of each year.

e) **Floating Holiday Leaves**

SBEA-MISCELLANEOUS EMPLOYEE GROUP employees shall be credited with floating holiday leave consisting of eighteen (18) hours of floating holiday leave credited on July 1st of each year (“July Floating Holiday”) and nine (9) hours of floating holiday leave credited on January 1st of each year (“January Floating Holiday”). Newly hired employees shall be credited with July Floating Holiday and January Floating Holiday in the following manner:

July Floating Holidays:

- a) Employees hired in the months of July through September shall receive 18 hours of floating holiday leave when hired.
- b) Employees hired in the months of October through December shall receive 12 hours of floating holiday leave when hired.
- c) Employees hired in the months of January through March shall receive 6 hours of floating holiday leave when hired.
- d) Employees hired in the months of April through June shall receive 3 hours of floating holiday leave when hired.

January Floating Holiday:

- a) Employees hired in the months of January through March shall receive 9 hours of floating holiday leave when hired.
- b) Employees hired in the months of April through June shall receive 6 hours of floating holiday leave when hired.
- c) Employees hired in the months of July through December shall receive 3 hours of floating holiday leave when hired.

July Floating Holiday shall be capped at a maximum accrual of eighteen (18) hours per fiscal year and January Floating Holiday shall be capped at a maximum accrual of nine (9) hours per calendar year for a maximum total accrual of floating holiday leave of twenty-seven (27) hours.

Part-time SBEA-MISCELLANEOUS EMPLOYEE GROUP employees will be credited with floating holiday leave at a rate that is representative of their part-time status (e.g., 50%, 75%, etc.).

19.3 Bereavement Leave

Section 10.03-A of the City Personnel Rules shall be amended to provide, with respect to SBEA-MISC employees, as follows:

- a) Bereavement Leave is generally granted so an employee does not have the shock of a death in the immediate family compounded by the loss of pay.
- b) Members of the immediate family are defined as an employee’s spouse, registered domestic partner, children (including stepchildren), parent (including stepparent), legal guardian (or former legal guardian), siblings, father-in-law, mother-in-law, son-in-law, daughter-in-law,

fiancés, grandparents, and grandchildren.

- c) When a death occurs in an employee's immediate family, the employee shall be granted bereavement leave, without loss of pay, for up to five (5) working days per occurrence.
- d) The first three (3) working days of an employee's bereavement leave will be granted without any loss of pay.
- e) If additional bereavement leave is necessary, the employee may take up to two (2) additional working days of leave. This additional leave time can be taken at the option of the employee, as either without pay or as a charge against the employee's accrued sick leave balance.
- f) If additional bereavement leave is necessary (more than 5 workdays), the employee may use accrued vacation, compensating time off, or take an authorized leave without pay, subject to the approval of the department head.
- g) Bereavement leave does not need to be taken consecutively, but must be completed within 3 months of the date of the family member's death.
- h) The City may request documentation of the family member's death in the form of a death certificate, a published obituary, or a written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. The employee must provide the requested documentation within 30 days of the first day of leave.

19.4 Jury Duty / Witness Duty

- a) Employees shall be compensated for jury duty according to Section 10.04 of the City Personnel Rules and Regulations.
- b) While on jury duty, SBEA/MISC. members will be granted leave without any loss in pay.
- c) Time spent on jury duty is not considered hours worked. As such, it is not eligible for overtime, mileage reimbursement, expenses reimbursements, or Workers Compensation.
- d) Employees shall be compensated for witness duty according to Section 10.05 of the City Personnel Rules and Regulations.

19.5 Special Leaves of Absence without Pay

An employee who has been employed by the CITY for at least 12 months and who has been employed for at least 1250 hours of service during the 12-month period immediately preceding the commencement of leave shall be entitled to a leave or leaves of absence, without pay, with right to return to the position, as specified by the Family and Medical Leave Act (FMLA) of 1993 and California Family Rights Act (CFRA) (California Government Code 12945.2).

19.6 Sick Leave

Employees shall be entitled to accrue sick leave based upon the City Personnel Rules and Regulations. Part-time employees shall be entitled to accrue sick leave at a rate that is representative of their part-time status (e.g., 50%, 75%). Sick leave accrual, usage and pay-off shall be subject to the provisions the City Personnel Rules and Regulations.

- a) Sick Leave Conversion: Personnel Rules and Regulations Section 10.02(E) will be revised to reflect 60 hours of sick leave may be converted to vacation leave when an employee has not used up more than 60 hours of sick leave during the previous year. All other provisions and requirements regarding Sick Leave will remain unchanged.

19.7 Sick Leave Payoff at Retirement

The CITY will provide sick leave payoff at retirement as follows:

Sick leave payoff would occur when an employee either voluntarily separates from City service in good standing or retires (non-disability) from the City. Payoff shall be in cash at the rate of twenty percent (20%) of the sick leave balance at the time of retirement or separation up to a maximum payoff of ninety-six (96) hours. To qualify for payoff, an employee is required to have a minimum of ten (10) years of service with the CITY. There shall be no payoff at termination.

The provisions of the City of Solana Beach Personnel Rules and Regulations shall govern all other terms and conditions of employment.

20. OVERTIME

Employees shall be entitled to overtime pay or compensatory time off in lieu of overtime pay (comp time) as provided in the City Personnel Rules and Regulations. If a holiday falls within the normal work week, the employee shall be paid overtime pay (not comp-in-lieu time) for any hours worked in excess of 40 hours in a workweek and the holiday would count as hours worked for the purposes of MOU overtime calculations. This provision only applies to City recognized holidays and shall not apply to sick or vacation time taken. MOU overtime will be paid at 1.5x the base rate of pay. If the additional work results in actual hours worked in excess of forty (40) hours in the employee's designated workweek, the employee shall be compensated for these excess hours at 1.5x the FLSA regular rate of pay.

Overtime work shall first be offered on a rotating basis to qualified employees in a department who desire overtime work and have notified the Department Head in writing of their desire.

Nothing in this MOU or the Personnel Rules shall be construed as guaranteeing that overtime work will be available.

21. CALL BACK – Non-Public Works Employees

Non-Public Works Miscellaneous Group employees shall be entitled to call back pay as provided in the CITY Personnel Rules and Regulations.

22. CALL BACK and STAND-BY PAY - Public Works Employees

- a) Call back work is defined as work required by the City of an employee who, following completion of the employee's workday or work week and departure from the employee's work site, is unexpectedly ordered to report back to duty to perform necessary work. Public Works Employees who are called back shall receive a minimum of three (3) hours compensation at time and one-half base rate of pay unless employee is called back less than two hours before start of employee's next regular shift or workday.
- b) Whenever an employee is called back, the employee shall receive the minimum provided above or pay for hours actually worked, whichever is greater. Hours worked shall be calculated beginning at the time the call back is received by the employee and ending when the employee is relieved of duty.
- c) If an employee, who was called back to work and has completed his/her assignment and left work, is again called back to work, he/she will not receive another minimum if the time of return is within the previous call back minimum.
- d) Public Works employees shall be paid for mileage to and from the Public Works Yard during call back duty.
- e) Stand-by pay will be compensated at one hour at time and a half their straight time pay, at the employee's base rate for each day the employee is on "Stand-by," for represented Public Works employees.

23. MILEAGE ALLOWANCE

Employees shall receive a mileage allowance as provided in the City Personnel Rules and Regulations.

24. BILINGUAL PAY

The City agrees to provide additional compensation in the amount of \$100 per month to those employees who regularly use their bilingual skills in the performance of their duties. The employee must successfully pass a Bilingual Performance Examination as determined appropriate by the Human Resources Department.

- a) Eligible employees must successfully pass a Bilingual Performance Examination every three (3) years, as determined appropriate by the Human Resources Department.
- b) Eligible languages are Spanish and American Sign Language.
- c) Bilingual pay for permanent part-time employees shall be prorated.
- d) Bilingual pay will not accrue during any leave (paid or unpaid) of more than thirty (30) days.
- e) Bilingual pay will be paid based on 26 pay periods per year.

- f) During the term of this MOU, the City will continue to use ALTA Language Services for Spanish bilingual testing services. Eligible employees will be scored based on the criteria listed below:

ALTA Speaking/Listening

- 10-12 Superior = Fluent
- 6-9 Conversational = Basic
- 5 and below = Fail

25. TUITION REIMBURSEMENT

Each SBEA-MISCELLANEOUS EMPLOYEE GROUP employee shall be eligible for a maximum reimbursement each fiscal year up to, but not to exceed, \$2,000.

26. SEVERANCE PAY

The CITY shall provide severance pay for Miscellaneous Unit employees with five or more years of CITY service who are laid off from employment pursuant to the City Personnel Rules and Regulations as follows:

- a) Employees with five or more years of CITY service who are laid off from employment pursuant to the City Personnel Rules and Regulations shall receive severance pay in an amount of the employee's base salary for a period of forty-five days after the date of the employee's termination; provided however, in the event the period from the date of giving notice of proposed layoff to the date of termination pursuant to that notice is greater than thirty days, then the days for which severance pay is received shall be reduced by one day for each day the notice period exceeds thirty days, and further provided that the minimum amount of severance pay shall be equivalent to thirty days base salary. Severance pay shall cease if the employee obtains employment prior to the expiration of the severance pay period. If the employee obtains unemployment insurance benefits, the amount of severance pay shall be limited to the difference between the employee's base salary and the amount of the unemployment insurance benefit payment.
- b) Severance pay shall be payable in installments. The first installment shall be made on a regularly scheduled pay day following date of termination.-Subsequent payments shall be made on a bi-weekly basis thereafter on regularly scheduled pay days.
- c) An employee shall provide the CITY with a certification of continuing eligibility to receive severance pay and receipt or non-receipt of unemployment insurance benefits prior to each severance pay installment. The certification shall be under penalty of perjury.
- d) In addition to the severance pay, the CITY will continue to pay the monthly premium for health, dental and vision insurance paid by the CITY on the date of termination in order to continue coverage for a period of 90 days from the date of termination.
- e) An employee receiving severance pay shall not be considered to be an employee of the CITY after the date of termination. Severance pay shall not be considered salary for the purposes of the Public Employees Retirement System.

- f) Employees who are subject to layoff because the exercise of "bumping" or "retreat" rights by another employee pursuant to the City Personnel Rules and Regulations shall receive the same notice of layoff and shall have the same rights to bump less senior employees as the employee originally receiving the notice of proposed layoff.

27. SAFETY COMMITTEE

The employees represented by SBEA-MISCELLANEOUS EMPLOYEE GROUP, shall have the right to appoint one employee member to the Safety Committee. The appointment shall be subject to the approval of the City Manager, which approval shall not be unreasonably withheld.

28. SAFETY PROVISIONS

28.1 Safety Shoes

The CITY will reimburse full-time Public Works employees, as defined below, for the purchase of steel-toe safety shoes and insoles in an amount not to exceed a total of two-hundred dollars (\$200) per fiscal year. This amount may be divided by the employee during the course of the fiscal year if the employee decides to purchase more than one pair of steel-toed shoes or insoles. All Public Works employees shall wear steel-toe safety shoes while performing work within the scope of their employment for the CITY.

Public Works Employees:

Lead Maintenance Worker
Maintenance Worker I/II

28.2 Sunscreen

The CITY will purchase, in bulk, sunscreen and provide such sunscreen on an as-needed basis to all CITY employees who perform work outdoors.

29. REOPENER

During the duration of this MOU the City may reopen negotiations to discuss the following items for citywide implementation:

- a) New City Personnel Rules and Regulations

30. SAVINGS CLAUSE

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

In the event of invalidation of any provisions, the CITY and the Association agree to meet within thirty (30) days of notice by either to the other for the purpose of renegotiating said provision.

31. SEVERABILITY

It is understood and agreed that this MOU is subject to all current and future applicable federal and state laws, or federal and state regulations. If any part or provision of this MOU is in conflict or inconsistent with such laws, rules, and regulations, or is otherwise held to be invalid or unenforceable by a tribunal or competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOU shall not be affected.

32. TERM

The term of this agreement shall be retroactive to July 1, 2023, subject to formal approval by the City Council, and shall expire at midnight, June 30, 2027.

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APPENDIX A

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

**SOLANA BEACH EMPLOYEES' ASSOCIATION
(SBEA-MISCELLANEOUS EMPLOYEE GROUP)**

By:  _____

Date: 6/30/23

PATRICIA LETTS
SBEA-MISCELLANEOUS EMPLOYEE GROUP

By:  _____
DANIEL WELTE
SBEA-MISCELLANEOUS EMPLOYEE GROUP

Date: 6/30/23

APPROVED AS TO LEGAL FORM:

CITY COUNCIL:

By: _____
JOHANNA CANLAS
CITY ATTORNEY

By: _____
LESA HEEBNER
MAYOR

Date: _____

Date: _____

ATTEST:

CITY:

By: _____
ANGELA IVEY
CITY CLERK

By: _____
GREGORY WADE
CITY MANAGER

Date: _____

Date: _____

APPENDIX B

**SOLANA BEACH EMPLOYEES' ASSOCIATION
MISCELLANEOUS GROUP
SALARY SCHEDULE 3**

**Miscellaneous Employee Group Pay Structure Salary Schedule 3
Effective First Full Pay Period in July 2023**

FY 2023/2024

**SBEA - MISCELLANEOUS EMPLOYEES
SALARY SCHEDULE 3
JULY 1, 2023**

Pay Grade	Job Classification	Hourly							Monthly						
		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step A	Step B	Step C	Step D	Step E	Step F	Step G
MIS (MS) 4101	Administrative Assistant I	\$ 18.36	\$ 19.27	\$ 20.23	\$ 21.26	\$ 22.32	\$ 23.43	\$ 24.60	\$ 3,182.40	\$ 3,340.13	\$ 3,508.53	\$ 3,683.33	\$ 3,868.80	\$ 4,061.20	\$ 4,264.00
MIS (MS) 4151	Maintenance Worker I	\$ 22.17	\$ 23.28	\$ 24.46	\$ 25.88	\$ 26.95	\$ 28.30	\$ 29.72	\$ 3,842.80	\$ 4,034.94	\$ 4,239.73	\$ 4,451.20	\$ 4,671.33	\$ 4,905.33	\$ 5,151.47
MIS (MS) 4201	Administrative Assistant II	\$ 22.40	\$ 23.52	\$ 24.70	\$ 25.94	\$ 27.22	\$ 28.59	\$ 30.02	\$ 3,882.67	\$ 4,078.80	\$ 4,281.33	\$ 4,496.27	\$ 4,718.13	\$ 4,956.00	\$ 5,203.47
MIS (MS) 4251	Maintenance Worker II	\$ 25.00	\$ 26.24	\$ 27.55	\$ 28.93	\$ 30.38	\$ 31.90	\$ 33.50	\$ 4,333.33	\$ 4,548.27	\$ 4,775.33	\$ 5,014.53	\$ 5,265.87	\$ 5,529.33	\$ 5,806.67
MIS (MS) 4301	Code Compliance Specialist	\$ 27.33	\$ 28.70	\$ 30.13	\$ 31.64	\$ 33.21	\$ 34.88	\$ 36.62	\$ 4,737.20	\$ 4,974.67	\$ 5,222.53	\$ 5,484.27	\$ 5,756.40	\$ 6,045.87	\$ 6,347.47
MIS (MS) 4351	Permit Technician	\$ 27.81	\$ 28.99	\$ 30.44	\$ 31.96	\$ 33.56	\$ 35.24	\$ 37.00	\$ 4,785.73	\$ 5,024.93	\$ 5,276.27	\$ 5,539.73	\$ 5,817.07	\$ 6,108.27	\$ 6,413.33
MIS (MS) 4401	Junior Planner														
MIS (MS) 4451	Administrative Assistant III	\$ 27.88	\$ 29.28	\$ 30.74	\$ 32.28	\$ 33.89	\$ 35.59	\$ 37.37	\$ 4,832.53	\$ 5,075.20	\$ 5,328.27	\$ 5,595.20	\$ 5,874.27	\$ 6,168.93	\$ 6,477.47
MIS (MS) 4501	Management Assistant														
MIS (MS) 4551	Lead Maintenance Worker	\$ 28.72	\$ 30.16	\$ 31.67	\$ 33.26	\$ 34.91	\$ 36.67	\$ 38.50	\$ 4,978.13	\$ 5,227.73	\$ 5,489.47	\$ 5,765.07	\$ 6,051.07	\$ 6,350.13	\$ 6,673.33
MIS (MS) 4601	Code Compliance Officer	\$ 30.18	\$ 31.69	\$ 33.29	\$ 34.95	\$ 36.70	\$ 38.53	\$ 40.46	\$ 5,231.20	\$ 5,492.93	\$ 5,770.27	\$ 6,058.00	\$ 6,361.33	\$ 6,678.53	\$ 7,013.07
MIS (MS) 4651	Senior Engineering Technician	\$ 33.22	\$ 34.89	\$ 36.64	\$ 38.47	\$ 40.39	\$ 42.40	\$ 44.52	\$ 5,758.13	\$ 6,047.60	\$ 6,350.93	\$ 6,668.13	\$ 7,000.93	\$ 7,349.33	\$ 7,716.80
MIS (MS) 4701	Management Associate														
MIS (MS) 4751	Assistant Planner	\$ 33.51	\$ 35.19	\$ 36.96	\$ 38.80	\$ 40.73	\$ 42.77	\$ 44.91	\$ 5,808.40	\$ 6,099.60	\$ 6,406.40	\$ 6,725.33	\$ 7,059.87	\$ 7,413.47	\$ 7,784.40
MIS (MS) 4801	Environmental Specialist	\$ 34.03	\$ 35.72	\$ 37.50	\$ 39.38	\$ 41.36	\$ 43.42	\$ 45.59	\$ 5,898.53	\$ 6,191.47	\$ 6,500.00	\$ 6,825.87	\$ 7,169.07	\$ 7,526.13	\$ 7,902.27
MIS (MS) 4851	Senior Code Compliance Officer	\$ 34.11	\$ 35.82	\$ 37.61	\$ 39.48	\$ 41.46	\$ 43.54	\$ 45.72	\$ 5,912.40	\$ 6,208.80	\$ 6,519.07	\$ 6,843.20	\$ 7,186.40	\$ 7,546.93	\$ 7,924.80
MIS (MS) 4901	Public Works Inspector	\$ 35.04	\$ 36.80	\$ 38.64	\$ 40.57	\$ 42.61	\$ 44.74	\$ 46.98	\$ 6,073.60	\$ 6,378.67	\$ 6,697.60	\$ 7,032.13	\$ 7,385.73	\$ 7,754.93	\$ 8,143.20
MIS (MS) 4951	Fire Prevention Specialist														
MIS (MS) 5001	Associate Planner	\$ 37.89	\$ 39.57	\$ 41.55	\$ 43.82	\$ 46.81	\$ 49.10	\$ 50.51	\$ 6,532.93	\$ 6,858.80	\$ 7,202.00	\$ 7,560.80	\$ 7,940.40	\$ 8,337.33	\$ 8,756.07
MIS (MS) 5051	Assistant Civil Engineer	\$ 38.74	\$ 40.68	\$ 42.71	\$ 44.85	\$ 47.09	\$ 49.48	\$ 51.93	\$ 6,714.93	\$ 7,051.20	\$ 7,403.07	\$ 7,774.00	\$ 8,162.27	\$ 8,573.07	\$ 9,001.20
MIS (MS) 5101	Associate Civil Engineer	\$ 46.38	\$ 48.71	\$ 51.14	\$ 53.69	\$ 56.38	\$ 59.20	\$ 62.18	\$ 8,039.20	\$ 8,443.07	\$ 8,864.27	\$ 9,306.27	\$ 9,772.53	\$ 10,261.33	\$ 10,774.40

**Miscellaneous Employee Group Pay Structure Salary Schedule 3
Effective First Full Pay Period in July 2024**

FY 2024/2025

**SBEA - MISCELLANEOUS
EMPLOYEES SALARY
SCHEDULE 3
JULY 13, 2024**

Pay Grade	Job Classification	Hourly							Monthly						
		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step A	Step B	Step C	Step D	Step E	Step F	Step G
MIS (MS) 4101	Administrative Assistant I	\$ 18.91	\$ 19.85	\$ 20.84	\$ 21.89	\$ 22.99	\$ 24.13	\$ 25.34	\$ 3,277.73	\$ 3,440.67	\$ 3,612.27	\$ 3,794.27	\$ 3,984.93	\$ 4,183.11	\$ 4,392.27
MIS (MS) 4151	Maintenance Worker I	\$ 22.84	\$ 23.98	\$ 25.19	\$ 26.45	\$ 27.76	\$ 29.15	\$ 30.61	\$ 3,968.93	\$ 4,156.53	\$ 4,366.27	\$ 4,584.67	\$ 4,811.73	\$ 5,052.67	\$ 5,305.73
MIS (MS) 4201	Administrative Assistant II	\$ 23.07	\$ 24.23	\$ 25.44	\$ 26.72	\$ 28.04	\$ 29.45	\$ 30.92	\$ 3,998.80	\$ 4,199.87	\$ 4,409.60	\$ 4,631.47	\$ 4,860.27	\$ 5,104.67	\$ 5,359.47
MIS (MS) 4251	Maintenance Worker II	\$ 25.75	\$ 27.03	\$ 28.38	\$ 29.80	\$ 31.29	\$ 32.86	\$ 34.51	\$ 4,463.33	\$ 4,685.20	\$ 4,919.20	\$ 5,165.33	\$ 5,423.60	\$ 5,695.73	\$ 5,981.73
MIS (MS) 4301	Code Compliance Specialist	\$ 28.15	\$ 29.56	\$ 31.03	\$ 32.59	\$ 34.21	\$ 35.93	\$ 37.72	\$ 4,879.33	\$ 5,123.73	\$ 5,378.53	\$ 5,648.93	\$ 5,929.73	\$ 6,227.87	\$ 6,538.13
MIS (MS) 4351	Permit Technician	\$ 28.44	\$ 29.86	\$ 31.35	\$ 32.92	\$ 34.57	\$ 36.30	\$ 38.11	\$ 4,929.60	\$ 5,175.73	\$ 5,434.00	\$ 5,706.13	\$ 5,992.13	\$ 6,292.00	\$ 6,605.73
MIS (MS) 4401	Junior Planner														
MIS (MS) 4451	Administrative Assistant III	\$ 28.72	\$ 30.16	\$ 31.66	\$ 33.25	\$ 34.91	\$ 36.66	\$ 38.49	\$ 4,978.13	\$ 5,227.73	\$ 5,487.73	\$ 5,763.33	\$ 6,051.07	\$ 6,354.40	\$ 6,671.60
MIS (MS) 4501	Management Assistant														
MIS (MS) 4551	Lead Maintenance Worker	\$ 29.58	\$ 31.06	\$ 32.62	\$ 34.26	\$ 35.96	\$ 37.77	\$ 39.66	\$ 5,127.20	\$ 5,383.73	\$ 5,654.13	\$ 5,938.40	\$ 6,233.07	\$ 6,546.80	\$ 6,874.40
MIS (MS) 4601	Code Compliance Officer	\$ 31.09	\$ 32.64	\$ 34.29	\$ 36.00	\$ 37.80	\$ 39.69	\$ 41.67	\$ 5,388.93	\$ 5,657.60	\$ 5,943.60	\$ 6,240.00	\$ 6,552.00	\$ 6,879.60	\$ 7,222.80
MIS (MS) 4651	Senior Engineering Technician	\$ 34.22	\$ 35.94	\$ 37.74	\$ 39.62	\$ 41.60	\$ 43.67	\$ 45.86	\$ 5,931.47	\$ 6,229.60	\$ 6,541.60	\$ 6,867.47	\$ 7,210.67	\$ 7,569.47	\$ 7,949.07
MIS (MS) 4701	Management Associate														
MIS (MS) 4751	Assistant Planner	\$ 34.52	\$ 36.25	\$ 38.07	\$ 39.96	\$ 41.95	\$ 44.05	\$ 46.26	\$ 6,083.47	\$ 6,283.33	\$ 6,598.80	\$ 6,926.40	\$ 7,271.33	\$ 7,635.33	\$ 8,018.40
MIS (MS) 4801	Environmental Specialist	\$ 35.05	\$ 36.79	\$ 38.63	\$ 40.56	\$ 42.60	\$ 44.72	\$ 46.98	\$ 6,075.33	\$ 6,378.93	\$ 6,695.87	\$ 7,030.40	\$ 7,384.00	\$ 7,751.47	\$ 8,139.73
MIS (MS) 4851	Senior Code Compliance Officer	\$ 35.13	\$ 36.89	\$ 38.74	\$ 40.66	\$ 42.70	\$ 44.85	\$ 47.09	\$ 6,089.20	\$ 6,394.27	\$ 6,714.93	\$ 7,047.73	\$ 7,401.33	\$ 7,774.00	\$ 8,162.27
MIS (MS) 4901	Public Works Inspector	\$ 36.09	\$ 37.90	\$ 39.80	\$ 41.79	\$ 43.89	\$ 46.08	\$ 48.39	\$ 6,255.60	\$ 6,599.33	\$ 6,968.67	\$ 7,243.60	\$ 7,607.60	\$ 7,987.20	\$ 8,387.60
MIS (MS) 4951	Fire Prevention Specialist														
MIS (MS) 5001	Associate Planner	\$ 38.82	\$ 40.76	\$ 42.80	\$ 44.93	\$ 47.18	\$ 49.54	\$ 52.03	\$ 6,728.80	\$ 7,065.07	\$ 7,418.67	\$ 7,787.87	\$ 8,177.87	\$ 8,586.93	\$ 9,018.53
MIS (MS) 5051	Assistant Civil Engineer	\$ 39.90	\$ 41.90	\$ 43.99	\$ 46.20	\$ 48.50	\$ 50.94	\$ 53.49	\$ 6,916.00	\$ 7,262.67	\$ 7,624.93	\$ 8,008.00	\$ 8,406.67	\$ 8,829.60	\$ 9,271.60
MIS (MS) 5101	Associate Civil Engineer	\$ 47.77	\$ 50.17	\$ 52.67	\$ 55.30	\$ 58.07	\$ 60.98	\$ 64.02	\$ 8,280.13	\$ 8,698.13	\$ 9,129.47	\$ 9,585.33	\$ 10,065.47	\$ 10,569.87	\$ 11,096.80

**Miscellaneous Employee Group Pay Structure Salary Schedule 3
Effective First Full Pay Period in July 2025**

FY 2025/2026

SBEA - MISCELLANEOUS EMPLOYEES
SALARY SCHEDULE 3
JULY 12, 2025

Pay Grade	Job Classification	Hourly							Monthly						
		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step A	Step B	Step C	Step D	Step E	Step F	Step G
MIS (MS) 4101	Administrative Assistant I	\$ 19.48	\$ 20.45	\$ 21.47	\$ 22.55	\$ 23.88	\$ 24.85	\$ 26.10	\$ 3,376.53	\$ 3,544.67	\$ 3,721.47	\$ 3,908.67	\$ 4,104.53	\$ 4,307.33	\$ 4,524.00
MIS (MS) 4151	Maintenance Worker I	\$ 23.53	\$ 24.70	\$ 25.95	\$ 27.24	\$ 28.59	\$ 30.02	\$ 31.53	\$ 4,078.53	\$ 4,281.33	\$ 4,498.00	\$ 4,721.60	\$ 4,955.60	\$ 5,203.47	\$ 5,465.20
MIS (MS) 4201	Administrative Assistant II	\$ 23.76	\$ 24.96	\$ 26.20	\$ 27.52	\$ 28.88	\$ 30.33	\$ 31.85	\$ 4,118.40	\$ 4,326.40	\$ 4,541.33	\$ 4,770.13	\$ 5,005.87	\$ 5,257.20	\$ 5,520.67
MIS (MS) 4251	Maintenance Worker II	\$ 26.52	\$ 27.84	\$ 29.23	\$ 30.69	\$ 32.23	\$ 33.85	\$ 35.55	\$ 4,596.80	\$ 4,825.60	\$ 5,066.53	\$ 5,319.60	\$ 5,586.53	\$ 5,867.33	\$ 6,162.00
MIS (MS) 4301	Code Compliance Specialist	\$ 28.99	\$ 30.45	\$ 31.96	\$ 33.57	\$ 35.24	\$ 37.01	\$ 38.85	\$ 5,024.93	\$ 5,278.00	\$ 5,536.73	\$ 5,818.80	\$ 6,108.27	\$ 6,415.07	\$ 6,734.00
MIS (MS) 4351	Permit Technician														
MIS (MS) 4401	Junior Planner	\$ 29.29	\$ 30.76	\$ 32.29	\$ 33.91	\$ 35.61	\$ 37.39	\$ 39.25	\$ 5,076.93	\$ 5,331.73	\$ 5,596.93	\$ 5,877.73	\$ 6,172.40	\$ 6,480.93	\$ 6,803.33
MIS (MS) 4451	Administrative Assistant III														
MIS (MS) 4501	Management Assistant	\$ 29.58	\$ 31.06	\$ 32.61	\$ 34.25	\$ 35.96	\$ 37.76	\$ 39.64	\$ 5,127.20	\$ 5,383.73	\$ 5,652.40	\$ 5,936.67	\$ 6,233.07	\$ 6,545.07	\$ 6,870.93
MIS (MS) 4551	Lead Maintenance Worker	\$ 30.47	\$ 31.99	\$ 33.60	\$ 35.29	\$ 37.04	\$ 38.90	\$ 40.85	\$ 5,281.47	\$ 5,544.93	\$ 5,824.00	\$ 6,116.93	\$ 6,420.27	\$ 6,742.07	\$ 7,080.67
MIS (MS) 4601	Code Compliance Officer	\$ 32.02	\$ 33.62	\$ 35.32	\$ 37.08	\$ 38.93	\$ 40.88	\$ 42.92	\$ 5,550.13	\$ 5,827.47	\$ 6,122.13	\$ 6,427.20	\$ 6,747.87	\$ 7,085.87	\$ 7,439.47
MIS (MS) 4651	Senior Engineering Technician														
MIS (MS) 4701	Management Associate	\$ 35.25	\$ 37.02	\$ 38.87	\$ 40.81	\$ 42.85	\$ 44.98	\$ 47.24	\$ 6,110.00	\$ 6,416.80	\$ 6,737.47	\$ 7,073.73	\$ 7,427.33	\$ 7,796.53	\$ 8,188.27
MIS (MS) 4751	Assistant Planner	\$ 35.56	\$ 37.34	\$ 39.21	\$ 41.16	\$ 43.21	\$ 45.37	\$ 47.65	\$ 6,163.73	\$ 6,472.27	\$ 6,796.40	\$ 7,134.40	\$ 7,489.73	\$ 7,864.13	\$ 8,259.33
MIS (MS) 4801	Environmental Specialist	\$ 36.10	\$ 37.89	\$ 39.79	\$ 41.78	\$ 43.88	\$ 46.06	\$ 48.37	\$ 6,257.33	\$ 6,567.60	\$ 6,896.93	\$ 7,241.87	\$ 7,605.87	\$ 7,983.73	\$ 8,384.13
MIS (MS) 4851	Senior Code Compliance Officer	\$ 36.18	\$ 38.00	\$ 39.90	\$ 41.88	\$ 43.98	\$ 46.20	\$ 48.50	\$ 6,271.20	\$ 6,586.67	\$ 6,916.00	\$ 7,259.20	\$ 7,623.20	\$ 8,008.00	\$ 8,406.67
MIS (MS) 4901	Public Works Inspector														
MIS (MS) 4951	Fire Prevention Specialist	\$ 37.17	\$ 39.04	\$ 40.99	\$ 43.04	\$ 45.21	\$ 47.46	\$ 49.84	\$ 6,442.80	\$ 6,768.93	\$ 7,104.93	\$ 7,460.27	\$ 7,836.40	\$ 8,226.40	\$ 8,638.93
MIS (MS) 5001	Associate Planner	\$ 39.98	\$ 41.98	\$ 44.08	\$ 46.28	\$ 48.60	\$ 51.03	\$ 53.59	\$ 6,929.87	\$ 7,276.53	\$ 7,640.53	\$ 8,021.87	\$ 8,424.00	\$ 8,845.20	\$ 9,288.93
MIS (MS) 5051	Assistant Civil Engineer	\$ 41.10	\$ 43.16	\$ 45.31	\$ 47.59	\$ 49.96	\$ 52.47	\$ 55.09	\$ 7,124.00	\$ 7,481.07	\$ 7,853.73	\$ 8,248.93	\$ 8,659.73	\$ 9,094.80	\$ 9,548.93
MIS (MS) 5101	Associate Civil Engineer	\$ 49.20	\$ 51.68	\$ 54.25	\$ 56.96	\$ 59.81	\$ 62.81	\$ 65.94	\$ 8,528.00	\$ 8,957.87	\$ 9,403.33	\$ 9,873.07	\$ 10,367.07	\$ 10,887.07	\$ 11,429.60

**Miscellaneous Employee Group Pay Structure Salary Schedule 3
Effective First Full Pay Period in July 2026**

2026/2027

SBEA - MISCELLANEOUS EMPLOYEES
SALARY SCHEDULE 3
JULY 11, 2026

Pay Grade	Job Classification	Hourly							Monthly						
		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step A	Step B	Step C	Step D	Step E	Step F	Step G
MIS (MS) 4101	Administrative Assistant I	\$ 20.06	\$ 21.06	\$ 22.11	\$ 23.23	\$ 24.39	\$ 25.60	\$ 26.88	\$ 3,477.07	\$ 3,650.40	\$ 3,832.40	\$ 4,026.53	\$ 4,227.60	\$ 4,437.33	\$ 4,659.20
MIS (MS) 4151	Maintenance Worker I	\$ 24.24	\$ 25.44	\$ 26.73	\$ 28.08	\$ 29.45	\$ 30.92	\$ 32.48	\$ 4,201.60	\$ 4,409.60	\$ 4,633.20	\$ 4,883.73	\$ 5,104.67	\$ 5,359.47	\$ 5,629.87
MIS (MS) 4201	Administrative Assistant II	\$ 24.47	\$ 25.71	\$ 26.99	\$ 28.35	\$ 29.75	\$ 31.24	\$ 32.81	\$ 4,241.47	\$ 4,456.40	\$ 4,678.27	\$ 4,914.00	\$ 5,166.67	\$ 5,414.93	\$ 5,687.07
MIS (MS) 4261	Maintenance Worker II	\$ 27.32	\$ 28.68	\$ 30.11	\$ 31.61	\$ 33.20	\$ 34.87	\$ 36.62	\$ 4,735.47	\$ 4,971.20	\$ 5,219.07	\$ 5,479.07	\$ 5,754.67	\$ 6,044.13	\$ 6,347.47
MIS (MS) 4301	Code Compliance Specialist	\$ 29.86	\$ 31.36	\$ 32.92	\$ 34.58	\$ 36.30	\$ 38.12	\$ 40.02	\$ 5,175.73	\$ 5,435.73	\$ 5,706.13	\$ 5,993.87	\$ 6,292.00	\$ 6,607.47	\$ 6,936.80
MIS (MS) 4351	Permit Technician														
MIS (MS) 4401	Junior Planner	\$ 30.17	\$ 31.68	\$ 33.26	\$ 34.93	\$ 36.68	\$ 38.51	\$ 40.43	\$ 5,229.47	\$ 5,491.20	\$ 5,765.07	\$ 6,054.53	\$ 6,357.87	\$ 6,675.07	\$ 7,007.87
MIS (MS) 4451	Administrative Assistant III														
MIS (MS) 4501	Management Assistant	\$ 30.47	\$ 31.99	\$ 33.59	\$ 35.28	\$ 37.04	\$ 38.89	\$ 40.83	\$ 5,281.47	\$ 5,544.93	\$ 5,822.27	\$ 6,115.20	\$ 6,420.27	\$ 6,740.93	\$ 7,077.20
MIS (MS) 4551	Lead Maintenance Worker	\$ 31.38	\$ 32.95	\$ 34.61	\$ 36.35	\$ 38.15	\$ 40.07	\$ 42.08	\$ 5,439.20	\$ 5,711.33	\$ 5,999.07	\$ 6,300.67	\$ 6,612.67	\$ 6,945.47	\$ 7,293.87
MIS (MS) 4601	Code Compliance Officer	\$ 32.98	\$ 34.63	\$ 36.38	\$ 38.19	\$ 40.10	\$ 42.11	\$ 44.21	\$ 5,716.53	\$ 6,002.53	\$ 6,305.87	\$ 6,619.60	\$ 6,950.67	\$ 7,299.07	\$ 7,663.07
MIS (MS) 4651	Senior Engineering Technician														
MIS (MS) 4701	Management Associate	\$ 36.31	\$ 38.13	\$ 40.04	\$ 42.03	\$ 44.14	\$ 46.33	\$ 48.66	\$ 6,293.73	\$ 6,609.20	\$ 6,940.27	\$ 7,285.20	\$ 7,650.93	\$ 8,030.53	\$ 8,434.40
MIS (MS) 4751	Assistant Planner	\$ 36.63	\$ 38.46	\$ 40.39	\$ 42.39	\$ 44.51	\$ 46.73	\$ 49.08	\$ 6,349.20	\$ 6,666.40	\$ 7,000.93	\$ 7,347.60	\$ 7,715.07	\$ 8,099.87	\$ 8,507.20
MIS (MS) 4801	Environmental Specialist	\$ 37.18	\$ 39.03	\$ 40.98	\$ 43.03	\$ 45.20	\$ 47.44	\$ 49.82	\$ 6,444.53	\$ 6,765.20	\$ 7,103.20	\$ 7,458.53	\$ 7,834.67	\$ 8,222.93	\$ 8,635.47
MIS (MS) 4851	Senior Code Compliance Officer	\$ 37.27	\$ 39.14	\$ 41.10	\$ 43.14	\$ 45.30	\$ 47.59	\$ 49.96	\$ 6,460.13	\$ 6,784.27	\$ 7,124.00	\$ 7,477.60	\$ 7,852.00	\$ 8,248.93	\$ 8,659.73
MIS (MS) 4901	Public Works Inspector														
MIS (MS) 4951	Fire Prevention Specialist	\$ 38.29	\$ 40.21	\$ 42.22	\$ 44.33	\$ 46.57	\$ 48.88	\$ 51.34	\$ 6,636.93	\$ 6,969.73	\$ 7,318.13	\$ 7,683.87	\$ 8,072.13	\$ 8,472.53	\$ 8,898.93
MIS (MS) 5001	Associate Planner	\$ 41.18	\$ 43.24	\$ 45.40	\$ 47.67	\$ 50.06	\$ 52.56	\$ 55.20	\$ 7,137.87	\$ 7,494.93	\$ 7,869.33	\$ 8,262.80	\$ 8,677.07	\$ 9,110.40	\$ 9,568.00
MIS (MS) 5051	Assistant Civil Engineer	\$ 42.33	\$ 44.45	\$ 46.67	\$ 49.02	\$ 51.46	\$ 54.04	\$ 56.74	\$ 7,337.20	\$ 7,704.67	\$ 8,089.47	\$ 8,496.80	\$ 8,919.73	\$ 9,368.93	\$ 9,834.93
MIS (MS) 5101	Associate Civil Engineer	\$ 60.68	\$ 63.23	\$ 65.88	\$ 68.67	\$ 71.60	\$ 74.69	\$ 77.92	\$ 8,784.53	\$ 9,228.53	\$ 9,685.87	\$ 10,169.47	\$ 10,677.33	\$ 11,212.93	\$ 11,772.80

**SBEA - MISCELLANEOUS EMPLOYEES
SALARY SCHEDULE 3
JULY 1, 2023**

Pay Grade	Job Classification	Hourly							Monthly							
		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step A	Step B	Step C	Step D	Step E	Step F	Step G	
MIS (MS)	4101	Administrative Assistant I	\$ 18.36	\$ 19.27	\$ 20.23	\$ 21.25	\$ 22.32	\$ 23.43	\$ 24.60	\$ 3,182.40	\$ 3,340.13	\$ 3,506.53	\$ 3,683.33	\$ 3,868.80	\$ 4,061.20	\$ 4,264.00
MIS (MS)	4151	Maintenance Worker I	\$ 22.17	\$ 23.28	\$ 24.46	\$ 25.68	\$ 26.95	\$ 28.30	\$ 29.72	\$ 3,842.80	\$ 4,034.94	\$ 4,239.73	\$ 4,451.20	\$ 4,671.33	\$ 4,905.33	\$ 5,151.47
MIS (MS)	4201	Administrative Assistant II	\$ 22.40	\$ 23.52	\$ 24.70	\$ 25.94	\$ 27.22	\$ 28.59	\$ 30.02	\$ 3,882.67	\$ 4,076.80	\$ 4,281.33	\$ 4,496.27	\$ 4,718.13	\$ 4,955.60	\$ 5,203.47
MIS (MS)	4251	Maintenance Worker II	\$ 25.00	\$ 26.24	\$ 27.55	\$ 28.93	\$ 30.38	\$ 31.90	\$ 33.50	\$ 4,333.33	\$ 4,548.27	\$ 4,775.33	\$ 5,014.53	\$ 5,265.87	\$ 5,529.33	\$ 5,806.67
MIS (MS)	4301	Code Compliance Specialist	\$ 27.33	\$ 28.70	\$ 30.13	\$ 31.64	\$ 33.21	\$ 34.88	\$ 36.62	\$ 4,737.20	\$ 4,974.67	\$ 5,222.53	\$ 5,484.27	\$ 5,756.40	\$ 6,045.87	\$ 6,347.47
MIS (MS)	4351	Permit Technician	\$ 27.61	\$ 28.99	\$ 30.44	\$ 31.96	\$ 33.56	\$ 35.24	\$ 37.00	\$ 4,785.73	\$ 5,024.93	\$ 5,276.27	\$ 5,539.73	\$ 5,817.07	\$ 6,108.27	\$ 6,413.33
	4401	Junior Planner														
MIS (MS)	4451	Administrative Assistant III	\$ 27.88	\$ 29.28	\$ 30.74	\$ 32.28	\$ 33.89	\$ 35.59	\$ 37.37	\$ 4,832.53	\$ 5,075.20	\$ 5,328.27	\$ 5,595.20	\$ 5,874.27	\$ 6,168.93	\$ 6,477.47
	4501	Management Assistant														
MIS (MS)	4551	Lead Maintenance Worker	\$ 28.72	\$ 30.16	\$ 31.67	\$ 33.26	\$ 34.91	\$ 36.67	\$ 38.50	\$ 4,978.13	\$ 5,227.73	\$ 5,489.47	\$ 5,765.07	\$ 6,051.07	\$ 6,356.13	\$ 6,673.33
MIS (MS)	4601	Code Compliance Officer	\$ 30.18	\$ 31.69	\$ 33.29	\$ 34.95	\$ 36.70	\$ 38.53	\$ 40.46	\$ 5,231.20	\$ 5,492.93	\$ 5,770.27	\$ 6,058.00	\$ 6,361.33	\$ 6,678.53	\$ 7,013.07
MIS (MS)	4651	Senior Engineering Technician	\$ 33.22	\$ 34.89	\$ 36.64	\$ 38.47	\$ 40.39	\$ 42.40	\$ 44.52	\$ 5,758.13	\$ 6,047.60	\$ 6,350.93	\$ 6,668.13	\$ 7,000.93	\$ 7,349.33	\$ 7,716.80
	4701	Management Associate														
MIS (MS)	4751	Assistant Planner	\$ 33.51	\$ 35.19	\$ 36.96	\$ 38.80	\$ 40.73	\$ 42.77	\$ 44.91	\$ 5,808.40	\$ 6,099.60	\$ 6,406.40	\$ 6,725.33	\$ 7,059.87	\$ 7,413.47	\$ 7,784.40
MIS (MS)	4801	Environmental Specialist	\$ 34.03	\$ 35.72	\$ 37.50	\$ 39.38	\$ 41.36	\$ 43.42	\$ 45.59	\$ 5,898.53	\$ 6,191.47	\$ 6,500.00	\$ 6,825.87	\$ 7,169.07	\$ 7,526.13	\$ 7,902.27
MIS (MS)	4851	Senior Code Compliance Officer	\$ 34.11	\$ 35.82	\$ 37.61	\$ 39.48	\$ 41.46	\$ 43.54	\$ 45.72	\$ 5,912.40	\$ 6,208.80	\$ 6,519.07	\$ 6,843.20	\$ 7,186.40	\$ 7,546.93	\$ 7,924.80
MIS (MS)	4901	Public Works Inspector	\$ 35.04	\$ 36.80	\$ 38.64	\$ 40.57	\$ 42.61	\$ 44.74	\$ 46.98	\$ 6,073.60	\$ 6,378.67	\$ 6,697.60	\$ 7,032.13	\$ 7,385.73	\$ 7,754.93	\$ 8,143.20
	4951	Fire Prevention Specialist														
MIS (MS)	5001	Associate Planner	\$ 37.69	\$ 39.57	\$ 41.55	\$ 43.62	\$ 45.81	\$ 48.10	\$ 50.51	\$ 6,532.93	\$ 6,858.80	\$ 7,202.00	\$ 7,560.80	\$ 7,940.40	\$ 8,337.33	\$ 8,755.07
MIS (MS)	5051	Assistant Civil Engineer	\$ 38.74	\$ 40.68	\$ 42.71	\$ 44.85	\$ 47.09	\$ 49.46	\$ 51.93	\$ 6,714.93	\$ 7,051.20	\$ 7,403.07	\$ 7,774.00	\$ 8,162.27	\$ 8,573.07	\$ 9,001.20
MIS (MS)	5101	Associate Civil Engineer	\$ 46.38	\$ 48.71	\$ 51.14	\$ 53.69	\$ 56.38	\$ 59.20	\$ 62.16	\$ 8,039.20	\$ 8,443.07	\$ 8,864.27	\$ 9,306.27	\$ 9,772.53	\$ 10,261.33	\$ 10,774.40

**MEMORANDUM OF
UNDERSTANDING BETWEEN
THE CITY OF SOLANA BEACH
&
THE SOLANA BEACH
EMPLOYEES' ASSOCIATION
MARINE SAFETY UNIT**

July 1, 2023, to June 30, 2027



**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOLANA BEACH
AND
THE SOLANA BEACH EMPLOYEES' ASSOCIATION MARINE SAFETY UNIT
JULY 1, 2023, to JUNE 30, 2027**

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SOLANA BEACH AND
THE SOLANA BEACH EMPLOYEES' ASSOCIATION
MARINE SAFETY UNIT
July 1, 2023, to June 30, 2027**

SECTION 1. PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into pursuant to Solana Beach Resolution No. 92-52 (Employer-Employee Relations Resolution), and applicable State law between the designated management representatives of the City of Solana Beach (CITY), and the Solana Beach Employees' Association (SBEA/MSU), the Recognized Employee Organization (under Solana Beach Resolution No. 92-52) for full-time regular Marine Safety Unit employees represented herein.

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

SECTION 2. RECOGNITION

Pursuant to Solana Beach Resolution No. 92-52 (Employer-Employee Relations Resolution), and applicable State law, the CITY acknowledges SBEA MARINE SAFETY UNIT as the Recognized Employee Organization for Marine Safety Unit employees for purposes of employer-employee relations.

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

SECTION 3. APPROVAL BY THE CITY COUNCIL

This MOU constitutes a mutual recommendation to be jointly submitted to the City Council for its consideration and action. It is agreed that if this memorandum is approved by the City Council, the CITY will act in a timely manner to make the changes in City ordinances, resolutions, rules, policies, and procedures necessary to implement this MOU.

Upon approval by the City Council, this MOU, along with the Solana Beach Personnel Rules and Regulations (as existing on the date of this MOU or as modified by or pursuant to this MOU), and other Policies or Directives established by the CITY (as existing on the date of this MOU or as modified by or pursuant to this MOU) will govern the wages, hours and terms and conditions of employment of the employees represented by the SBEA/MSU, subject to the provisions and limitations

of Chapter 2.44 (Personnel System) of the Solana Beach Municipal Code.

SECTION 4. AUTHORIZED AGENTS/REPRESENTATIVES

CITY's principal authorized agent shall be the City Manager or the Manager's authorized designee; unless a particular officer or employee is specifically designated in connection with the performance of a specific function or obligation set forth in the MOU.

The SBEA/MSU's principal authorized agent shall be its president or a duly authorized designee of the president.

SECTION 5. CITY MANAGEMENT RIGHTS

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

The CITY has, except as expressly and lawfully restricted by specific provisions of this MOU, the exclusive decision-making authority to:

- a. Determine and modify the organization of City government and its constituent work units.
- b. Determine the nature, standards, levels, and mode of delivery of services to be offered to the public, provided, however, should the CITY determine to change the mode of delivery of services to be offered to the public, it shall first notify SBEA/MSU and if an effect on represented employees is identified, shall meet and confer with SBEA/MSU regarding the effect of such decision on represented employees.
- c. Determine the budget, to allocate funds and resources and determine revenue sources.
- d. Determine methods, means, and the numbers and kinds of personnel by which services are to be provided.
- e. determine whether goods or services shall be made, purchased, or contracted for, provided, however, should the CITY determine to contract out bargaining unit work, it shall first meet and confer with SBEA/MSU regarding the effect of such decision on represented employees.
- f. Determine employees, including scheduling and assignment of work and overtime.
- g. Establish employee performance standards and require compliance therewith.
- h. Promote or hire employees and establish job qualifications, descriptions, and requirements.
- i. Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees subject to the requirements of applicable law.
- j. Relieve employees from duty because of lack of work or lack of funds or for other legitimate

reasons.

- k. Implement rules, regulations, and directives consistent with law and the specific provisions of this MOU.
- l. Take all necessary actions to protect the public and carry out its mission in emergencies.

SECTION 6. EMPLOYEE RIGHTS

Non-discrimination: As a result of this MOU, no person shall be favored or discriminated against, by either the CITY or the SBEA/MSU, to the extent provided by law because of political or religious opinions or affiliations, or because of racial or national origin, or because of age, sex, sexual orientation, or disability.

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

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

- a. The right to form, join, and participate in the activities of employee organizations of the employees own choosing for the purpose of representation on matters of employer/employee relations or not to join or participate in the activities of any organization as provided in Solana Beach Resolution No. 92-52. All employees have a right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations, with respect to his or her membership or non-membership in any employee organization.
- b. Pursuant to the Meyers-Milias-Brown Act, the right to represent himself or herself individually in employer/ employee relations with the CITY or to be represented through a representative designated by the employee.
- c. The right to review his or her individual personnel file at times convenient to the employee and the City.

SBEA/MSU Rights:

- a. CITY recognizes the right of SBEA/MSU to govern its internal affairs.
- b. The CITY shall provide bulletin boards to be placed in CITY offices at a place convenient to SBEA/MSU and approved by the City Manager for the use of SBEA/MSU. Material placed on the bulletin board shall be at the discretion of SBEA/MSU. SBEA/MSU agrees not to post any literature that is offensive,

- defamatory or violates the rights of employees to a workplace free of discrimination or harassment.
- c. SBEA/MSU may, with the prior approval of the City Manager, use CITY facilities for off-duty meetings of SBEA/MSU members. Use by SBEA/MSU of CITY equipment and supplies other than items normally used in business meetings such as desks, chairs, blackboards, and dry boards, despite the presence of such equipment and supplies, is prohibited.
 - d. The representatives of SBEA/MSU shall have reasonable access to the members of SBEA/MSU for the purposes of providing representation and consultation. The access shall be subject to approval by the City Manager and shall not interfere with the convenient operation of the CITY's Departments. Access by personal visit to CITY offices shall be subject to reasonable prior notice to the City Manager.
 - e. A representative of SBEA/MSU shall be allowed to be present at the request of any employee, at any meeting with management involving a grievance, at appeals of employee performance evaluations, and at any pre-disciplinary or disciplinary meetings.
 - f. The CITY agrees to provide reasonable time off without loss of pay, during scheduled work hours, for up to two (2) representatives of SBEA/MSU when said representatives are meeting and conferring on matters within the scope of representation.
 - g. SBEA/MSU may designate one employee representative to assist an employee in preparing and presenting materials for disciplinary or grievance procedures. The employee's representative so designated shall be allowed reasonable release time from regularly scheduled duties for the purpose of investigating and preparing materials for such procedures. Supervisors shall be given at least one day prior written notice in the event release time is requested unless the supervisor agrees otherwise. Employee representatives, who investigate, prepare, or present materials during off-duty time shall do so on their own time. Employee representatives and employees who attend personnel hearings during the off-duty time shall do so on their time; providing, however, that off-duty employees who are ordered or subpoenaed to attend such hearings shall be compensated in accordance with the overtime provisions of this MOU.
 - h. A designated employee representative requesting time off under this Article shall direct such request to the City Manager in writing within a reasonable time prior to the date requested, in order to assure that the department meets its staff needs and to assure sufficient coverage of departmental assignments. The City Manager shall respond to the request as soon as feasible, but not later than the end of business on the next business day following the request. If the City Manager does not respond to the request, the Department Head of the affected department may grant the release time. If the City Manager or Department Head cannot grant the release time because of workload or other scheduling reasons, the City Manager or Department Head shall give notice to the employee of a date or dates when the release time will be provided.

SECTION 7. EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

An Employer-Employee Relations Consultation Committee shall be established by the City Manager for the purpose of discussing between representatives of management and employees, employment related issues of common concern to Marine Safety Unit members represented by SBEA.

The committee shall be composed of two employees represented by SBEA/MSU and two representatives from management. Non-employee consultants may attend and participate in committee meetings.

Meetings shall be scheduled by mutual agreement between the management and employee representatives as the need arises to discuss various issues. The committee shall meet every three months unless the management and employee representatives agree that a meeting is not needed.

Meetings shall be informal and shall be scheduled at times which do not interfere with the business of the CITY. Meetings may be scheduled after working hours, in which event the employee representatives shall not receive compensation for attendance.

SECTION 8. FULL UNDERSTANDING, MODIFICATION, WAIVER

It is the intent of the parties that this MOU set forth the full and entire understanding of matters agreed to upon conclusion of meet and confer sessions which resulted in this MOU. Any other matters, not contained herein, which were addressed during the course of the meet and confer process resulting in this MOU, are superseded, and terminated in their entirety. Any understanding or agreement not contained herein, whether formal or informal, which occurred during the course of meet and confer sessions, resulting in this MOU, are terminated, or superseded in their entirety. Any amendment to the provisions of this MOU shall not be effective unless made in writing executed by the parties.

It is the intent of the parties that this MOU be administered in its entirety in good faith during its full term. It is recognized that if during such term it is necessary for the CITY to propose changes in matters within the scope of representation not contained in this memorandum, the CITY shall notify SBEA/MSU, indicating the proposed change prior to its implementation. If SBEA/MSU wishes to consult or meet and confer with the CITY regarding the matter, SBEA/MSU shall notify the CITY within ten (10) working days from the receipt of such notice. Upon receipt of such notice, the parties shall meet promptly in an earnest effort to reach a mutually satisfactory resolution of any problem arising as a result of the change instituted by the CITY.

Nothing herein shall limit the authority to the CITY to make changes required during emergencies. However, the CITY shall notify SBEA/MSU of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of emergency. "Emergency" shall be defined as an unforeseen circumstance requiring immediate implementation of the change.

Failure by the SBEA/MSU to request consultation or negotiations pursuant to this Article shall not be deemed as approval of any action taken by the CITY, but only as a waiver of the right to consult and meet and confer.

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

SECTION 9. PEACEFUL PERFORMANCE OF CITY SERVICES

No Strike. During the life of this MOU, neither the employees nor any employees, agents or representatives will instigate, promote, sponsor, engage in, or condone any strike (including sympathy strike), slowdown, concerted stoppage of work, sickouts, or any other intentional disruption of the operations of the CITY, regardless of the reason for so doing.

Penalty. Any employee engaging in activity prohibited by "No Strike" under this Article, or who instigates or gives leadership to such activity, shall be subject to disciplinary action.

No Lockout. During the term of this MOU, the CITY will not instigate a lockout over a dispute with the employees so long as there is no breach of "No Strike" under this Article.

Association Official Responsibility. Each employee or other person who holds the position of officer of the Recognized Employee Organization occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article; therefore, such employees or other persons agree to inform its members of their obligations under "No Strike" of this Article, and to inform them of the penalty for failure to comply.

Enforcement. In the event the CITY is required to enforce the provisions of the Article "Peaceful Performance of CITY Services" by court action, or in the event that SBEA/MSU is required to enforce the provisions of said Article by court action, an injunction may be issued.

SECTION 10. PRIOR AGREEMENTS

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

SECTION 11. NEGOTIATIONS FOR A SUCCESSOR AGREEMENT

The parties agree that negotiations for a successor Memorandum of Understanding shall begin by the submission by either party of a proposal or a written request to meet and confer not later than February 1, 2027. If a proposal or request is submitted, meeting and conferring sessions shall begin by February 15, 2027, and shall continue until agreement is reached or until an inability to reach agreement (impasse) is declared. The parties agree to use their best efforts to conclude meet and confer sessions before May 31, 2027. If neither party submits a proposal or request, all conditions of this MOU shall continue in full force and effect for one year from the date it otherwise would have terminated.

SECTION 12. RULES AND REGULATIONS

The City of Solana Beach Personnel Rules and Regulations shall remain in full force and effect during the term of this MOU subject only to the provisions of this MOU and to the amendments necessary to implement the terms of this MOU. During the term of this MOU, any amendments proposed by City Management to the Rules and Regulations pursuant to the rights reserved to the CITY under this memorandum shall be made only after providing notice and an opportunity for input to the designated representatives of SBEA/MSU.

SECTION 13. HOURS OF WORK

Hours of work and work schedules shall be determined according to Section 9.01 of the City Personnel Rules and Regulations.

Employees are required to accurately report all time worked on their timesheets. Only under an emergency situation, may an employee work any time in addition to their regular work hours, whether before or after work or during an unpaid meal break, without first receiving approval in advance from their supervisor.

SECTION 14. SALARY ADJUSTMENT

The parties jointly agree that the following salary increases shall be applicable for the term of this MOU for all SBEA/MSU classifications as specified on the salary schedule in Appendix B:

- a. Effective the first full pay period after July 1, 2023: seven percent (7%) salary increase for employees represented by SBEA/MSU.
- b. Effective the first full pay period in July 2023, SBEA/MSU will receive a one-time, non-PERSable stipend in the amount of \$1,000.
- c. Effective the first full pay period after July 1, 2024: three percent (3%) salary increase for employees represented by SBEA/MSU.
- d. Effective the first full pay period after July 1, 2025: three percent (3%) salary increase for employees represented by SBEA/MSU.
- e. Effective the first full pay period after July 1, 2026: three percent (3%) salary increase for employees represented by SBEA/MSU.

Pay increases resulting from employee-employer negotiations will become effective on the specific date negotiated between the CITY and SBEA/MSU. Increases in salary resulting from merit increases will become effective on the employee's anniversary date, as approved by the City Manager in accordance with the City of Solana Beach Personnel Rules and Regulations.

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

SECTION 15. CAFETERIA BENEFIT PLAN

All regular employees in the SBEA/MSU shall be entitled to receive health, dental and vision insurance in accordance with the group insurance policies acquired by the CITY.

The CITY will contribute the following to each full-time employee for the purchase of medical, dental and vision insurance options offered through the City's Flexible Benefit Cafeteria Plan:

- a) Effective July 1, 2023, through June 30, 2024, the CITY will contribute a monthly health insurance allowance up to a maximum of \$1,571.85 per month, per full-time employee, toward the medical, dental, and vision insurance options offered through the CITY's Flexible Benefit Plan.
- b) Effective July 1, 2024, through June 30, 2025, the City will increase the maximum monthly health insurance allowance by 5% to a maximum of up to \$1,650.44 per month, per full-time employee, toward the medical, dental, and vision insurance options offered through the CITY's Flexible Benefit Plan.
- c) Effective July 1, 2025, through June 30, 2026, the City will increase the maximum monthly health insurance allowance by 5% to a maximum of up to \$1,732.96 per month, per full-time employee, toward the medical, dental, and vision insurance options offered through the CITY's Flexible Benefit Plan.
- d) Effective July 1, 2026, through June 30, 2027, the City will increase the maximum monthly health insurance allowance by 5% to a maximum of up to \$1,819.61 per month, per full-time employee, toward the medical, dental, and vision insurance options offered through the CITY's Flexible Benefit Plan.
- e) All previous terms apply.
- f) Contributions for regular Part-Time SBEA/MSU Employees will be prorated at a rate that is representative of their part-time status (e.g., 50% or 75%)

Opt-Out/Cash Back Provisions:

Employees hired prior to July 1, 2021:

- 1) Employees who do not enroll in the medical, dental or vision insurance plans provided by the City ("optout") will receive \$1,358 cash back per month. Employees who opt-out of plans provided by the City must provide proof of other "minimum essential group medical insurance coverage" to the Human Resources Department, as set forth below.
- 2) Employees who either: a) Do not enroll in the medical insurance plan provided by the City and enroll in either the dental or vision plans provided by the City; or b) Enroll in medical and dental or vision plans provided by the City where the total monthly health insurance premiums cost less than \$1,358 will receive the difference between \$1,358 and their total monthly insurance premiums for medical,

dental, and vision plans provided by the City.

- 3) No cash back will be provided to employees whose total monthly insurance premiums for medical, dental, and vision plans provided by the City exceed \$1,358.

Employees hired on or after July 1, 2021:

- 1) Employees who do not enroll in the medical, dental or vision insurance plans provided by the City (“optout”) will receive \$475 cash back per month. Employees who opt-out of plans provided by the City must provide proof of other “minimum essential group medical insurance coverage” to the Human Resources Department, as set forth below.
- 2) Employees who either: a) Do not enroll in the medical insurance plan provided by the City and enroll in either the dental or vision plans provided by the City; or b) Enroll in medical and dental or vision plans provided by the City where the total monthly health insurance premiums cost less than \$475 will receive the difference between \$475 and their total monthly insurance premiums for medical, dental, and vision plans provided by the City.
- 3) No cash back will be provided to employees whose total monthly insurance premiums for medical, dental, and vision plans provided by the City exceed \$475.

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

All employees must either elect medical insurance for employee only or provide satisfactory proof of other minimum essential group medical insurance coverage through a non-CITY plan. The CITY’s Human Resources Department will be responsible for approving an employee’s proof of health coverage. After the CITY’s initial verification of employee coverage under another non-CITY medical plan, the Human Resources Department will request proof of coverage as often as deemed necessary to ensure an employee’s continued medical insurance coverage. All costs of insurance coverage for the employee or dependents in excess of the CITY contribution shall be borne by the employee. All Cafeteria Plan elections must be made on forms approved by the Human Resources Department. Elections must be made prior to the beginning of the Plan year and must remain in effect unless there is a qualifying event as defined under IRS regulations and the City of Solana Beach Flexible Benefit Plan and approved by the Human Resources Department.

SECTION 16. RETIREMENT SYSTEM CONTRIBUTIONS

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

- a. For SBEA-MSU employees hired prior to January 1, 2011, the CITY will continue to provide a 3% @ 50 retirement benefit with the use of the employee’s single highest year salary from the California Public Employee Retirement System (CalPERS). The SBEA/MSU employees will continue to pay the entire 9% employee share cost of their benefit.

1. Cost Sharing of Employer Contribution: Employees defined as “classic members” per CalPERS and PEPRA/PERL agree to pay a portion of the employer’s contribution costs as follows:
 - a. Per the CalPERS contract amendment which went into effect on October 29, 2016, S B E A / M S U employees will continue to pay an additional 2% of pay towards the cost of the CalPERS retirement benefit. This 2% is in addition to the employees paying their entire employee portion of the CalPERS retirement contribution. (11% of pay total)
 - b. Employees hired on or after January 1, 2011, will receive a 2% @50 retirement benefit with the use of the average of the employee’s highest-three-year-salary. These employees will continue to pay the entire 9% employee share cost of their benefit.
 1. Cost Sharing of Employer Contribution: Employees defined as “classic members” per CalPERS and PEPRA/PERL agree to pay a portion of the employer’s contribution costs as follows:
 - a. Per the CalPERS contract amendment which went into effect on October 29, 2016, S B E A / M S U employees will continue to pay an additional 2% of pay towards the cost of the CalPERS retirement benefit. This 2% is in addition to the employees paying their entire employee portion of the CalPERS retirement contribution. (11% of pay total)
 - c. Pursuant to the PEPRA and PERL, new employees (as defined by PEPRA) hired on or after January 1, 2013, will receive the 2.7% @ 57 retirement formula with the use of the average of the employee’s highest three-year salary. All new employees/members hired on or after January 1, 2013, will pay the required amount as determined by CalPERS.
 - d. Mission Square Retirement
The City will contribute \$1 for each \$1 contributed to a Mission Square Retirement 457 Savings Plan by each SBEA/MSU employee, with an annual cap of \$2,000 per year.

SBEA/MSU employees must have an active account with Mission Square Retirement.

SECTION 17. RETIREE HEALTH BENEFITS

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

SBEA/MSU members currently employed who retire from the City at a future date, shall receive the following Retiree Health benefits in recognition of their vested rights and service to the City:

- a) Staff members hired prior to January 1, 2007, shall receive maximum of \$290.00 per month. If the retired employee elects to enroll in the CalPERS Retiree Health Plan, the City will subtract the required minimum PEMHCA contribution amount and pay that amount to CalPERS directly. Any left-over balance will be provided to the retired employee.

If the retired employee does not elect to enroll in the CalPERS Retiree Health Plan, the \$290 monthly allowance will be deposited in a Health Reimbursement Arrangement Account (HRA), which can be used towards reimbursement of eligible health/medical expenses.

- b) Staff members hired on or after January 1, 2007, who subsequently retire from the City AND enroll in the CalPERS Retiree Health Plan, will only receive the “minimum” retirement benefit contribution amount required under PEMHCA to offset their CalPERS Retiree Health Plan costs.

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

SECTION 18. LIFE INSURANCE

All employees of the CITY governed by this MOU shall be entitled to receive life insurance. The CITY shall pay the cost of the basic coverage for the employee. The life insurance policy shall continue to provide basic coverage at an amount equal to one times the employee's annual salary.

SECTION 19. LONG TERM DISABILITY INSURANCE (LTD)

Employees are eligible to participate in the City’s LTD Plan. LTD premiums will be paid by the City on behalf of all Marine Safety employees.

SECTION 20. LEAVE PROVISIONS

Employees shall be entitled to leaves of absence as provided in Section 10 of the City Personnel Rules and Regulations.

(a) Vacation

Vacation Leave shall be determined according to Section 10.01 of the City Personnel Rules and Regulations, all full-time regular/permanent SBEA/MSU employees shall be entitled to vacation based upon the following schedule:

Completed Months of Employment	Accrual Rate	Maximum Accrual Rate
a. 0-35 months (1-3 years)	3.08 hours per pay period	160.16 hours
b. 36- 59 months (3-5 years)	4.62 hours per pay period	240.24 hours
c. 60-119 months (5-10 years)	6.461 hours per pay period	335.97 hours
d. 120-179 months (10-15 years)	7.38 hours per pay period	383.76 hours
e. 180+ months (15+ years)	8.31 hours per pay period	432.12 hours

Regular/permanent part-time SBEA/MSU employees shall accrue vacation on a prorated basis based on their work schedule (i.e. 50% or 75%).

Vacation accrual, usage and pay-off shall be subject to the provisions of Section 10.01 of the City Personnel Rules and Regulations.

(b) Holiday

In recognition that full-time regular/permanent employees of the SBEA/MSU may be scheduled to work on City holidays as part of the regular scheduling process in order to provide full-time lifeguard protection services, the City agrees to pay each full-time regular/permanent employee of the SBEA/MSU an annual total of 152 hours of holiday-in-lieu pay payable in equal installments each two-week pay period. Holiday-in-Lieu pay is considered "Special Compensation" by CalPERS and California Code of Regulations (CCR).

Holiday-in-Lieu pay is considered "Special Compensation" by CalPERS and California Code of Regulations (CCR). Page 12 of 18 CCR 571 (5) defines "Holiday Pay" as additional compensation for employees who are normally required to work on an approved holiday because they work in positions that require staffing without regards to holidays. For this reason, CalPERS considers Holiday Pay as pensionable compensation.

(b-1) Holiday-in-Lieu and Regular Rate of Pay

Pays under this section will be based on regulations set forth by CalPERS and FLSA.

(c) Bereavement

Section 10.03 A. of the City Personnel Rules shall be amended to provide, with respect to SBEA/MSU employees, as follows:

- a. Bereavement Leave is generally granted so an employee does not have the shock of a death in the immediate family compounded by the loss of pay.
- b. Members of the immediate family are defined as an employee's spouse, registered domestic partner, children, father, mother, brothers, sisters, father-in-law, mother-in-law, brothers-in-law, sisters-in-law, fiancés, grandparents, and grandchildren.
- c. When a death occurs in an employees' immediate family, the employee shall be granted bereavement leave, without loss of pay, for up to five (5) working days per occurrence.
- d. The first three (3) working days of an employee's bereavement leave will be granted without any loss of pay.
- e. If additional bereavement leave is necessary, the employee may take up to two (2) additional working days of leave. This additional leave time can be taken at the option of the employee, as either without pay or as a charge against the employee's accrued sick leave balance.

- f. If additional bereavement leave is necessary (more than 5 workdays), the employee may use accrued vacation, compensating time off, or take an authorized leave without pay, subject to the approval of the department head.
- g. Bereavement leave does not need to be taken consecutively, but must be completed within 3 months of the date of the family member's death.
- h. The City may request documentation of the family member's death in the form of a death certificate, a published obituary, or a written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. The employee must provide the requested documentation within 30 days of the first day of leave.
- i. All hours of paid Bereavement Leave will count as hours worked for the purposes of FLSA overtime calculations. Unpaid Bereavement Leave will not count as hours worked for purposes of overtime calculations.

(d) Jury Duty/Witness Duty

- a. Employees shall be compensated for jury duty according to Section 10.04 of the City Personnel Rules and Regulations.
- b. While on jury duty, SBEA/MS members will be granted leave without any loss in pay.
- c. Time spent on jury duty is not considered hours worked. As such, it is not eligible for overtime, mileage reimbursement, expenses reimbursements, or Workers Compensation.
- d. Employees shall be compensated for court time according to Section 10.05 (Witness Duty) of the City Personnel Rules and Regulations.

(e) Special Leaves of Absence without Pay

An employee who has been employed by the CITY for at least 12 months and who has been employed for at least 1250 hours of service during the 12-month period immediately preceding the commencement of leave shall be entitled to a leave or leaves of absence, without pay, with right to return to the position, as specified by the Family Leave and Medical Act of 1993 (California Government Code 12945.2).

(f) Sick Leave

- a. SBEA/MSU employee members will accrue sick leave at the rate of 5.542 hours per pay period.
- b. All hours of sick leave will count as hours worked for the purposes of overtime calculations.

The CITY will provide sick leave payoff at retirement as follows:

(f-1) Sick Leave Payoff

Sick leave payoff will occur for normal (non- disability) retirements only. Payoff would be in cash at the rate of ten percent (10%) of the sick leave balance at the time of retirement up to a maximum payoff of ninety-six (96) hours. To qualify for payoff, an employee would be required to have a minimum of ten (10) years of service with the CITY. There will be no payoff at termination.

The provisions of the City of Solana Beach Personnel Rules and Regulations shall govern all other terms and conditions of employment.

(f-2) Sick Leave Conversion

SBEA/MSU Employee members shall be entitled to convert sick leave to vacation leave according to the provisions of the City's Personnel Rules and Regulations. The Personnel Rules and Regulations Section 10.02 (E) regarding Sick Leave Conversion will be updated to reflect that employees will be permitted to convert up to 40 hours of accumulated sick leave to vacation leave if no more than 40 hours of sick leave has been used by the employee during the prior year, and all other terms and conditions in the Personnel Rules regarding Sick Leave are met. All other terms and conditions in the Personnel Rules related to Sick Leave remain the same.

(g) Paid Leave Considered Time Worked

- a. All paid leave hours will be considered hours worked (with the exception of worker's compensation and leave without pay) for the purposes of MOU overtime calculations.
- b. MOU overtime will be paid at 1.5x the base rate of pay. If the additional work results in actual hours worked in excess of forty (40) hours in the employee's designated workweek, the employee shall be compensated for these excess hours at 1.5x the FLSA regular rate of pay.

SECTION 21. OVERTIME/COMP TIME

Employees shall be entitled to overtime pay or compensatory time (comp time) off in lieu of overtime pay as provided in Section 9.02 of the City Personnel Rules and Regulations.

SBEA/MSU employees may accrue and have a maximum current credit of 120 hours of comp time. Overtime work shall first be offered on a rotating basis to qualified employees in a department who desire overtime work and have notified the Marine Safety Captain in writing of their desire.

Marine Safety Captain Scheduling Authority Provision:

Per the discretion and approval of the Marine Safety Captain, SBEA-MSU members can use up to 40 hours per year per SBEA-MSU member for coverage using lifeguard personnel at the same rank to backfill in the event of an absence or vacancy.

Nothing in this MOU or the Personnel Rules shall be construed as guaranteeing that overtime work will be available.

SECTION 22. CALL BACK

Call Back Pay for SBEA/MSU employees shall be a minimum of four (4) hours.

SECTION 23. STANDBY-TIME

Standby pay will be compensated at a minimum of four (4) hours, for each day the employee is on “stand-by” status for represented Marine Safety Employees.

SECTION 24. MILEAGE ALLOWANCE

Employees shall receive a mileage allowance as provided in Section 9.05 of the City Personnel Rules and Regulations.

SECTION 25. UNIFORM ALLOWANCE

Employees represented by SBEA/MSU, shall receive uniform allowance in the amount of \$1,000 annually. The uniform allowance payment is to compensate for all costs associated with uniform purchase, replacement, maintenance, etc. Effective the first full pay period in July 2023, the \$1,000 uniform allowance will be spread evenly over 26 pay periods.

SECTION 26. CONTINUING LICENSURE INCENTIVE (CLI)

The City will provide Continuing Licensure Incentive (CLI) pay for all SBEA-MSU members who maintain an active Emergency Medical Technicians (EMT) license as listed below.

Eligible Employees:

- Marine Safety Lieutenant: \$1,200 per year (\$100 per month)
- Marine Safety Sergeant: \$1,200 per year (\$100 per month)
- Temporary/Seasonal Senior Lifeguard + EMT: \$1,200 per year (\$100 per month)
 - a. CLI Pay will be paid based on 26 pay periods per year.
 - b. Eligible employees must provide the Human Resources Department with evidence of their up to date license each year on July 1 (beginning of Fiscal Year).
 - c. CLI for permanent part-time SBEA/MSU employees shall be prorated based on work schedule (i.e. 50% or 75%). CLI Pay will not accrue during any leave (paid or unpaid) of more than thirty (30) days.
 - d. Temporary/seasonal employees must have paid hours during a pay period in order to receive their CLI pay. If there are no reportable work hours (i.e. no earnings), the temporary/seasonal employee will not be eligible for CLI Pay during that pay period.
 - e. Pays under this section will be paid and reported as set forth by CalPERS and its Special Compensation regulations.

SECTION 27. BILINGUAL PAY

The City agrees to provide Bilingual Pay in the amount of \$100 per month, to those employees who regularly use their bilingual skills in the performance of their duties. The employee must successfully pass a Bilingual Performance Examination as determined appropriate by the Human Resources Department.

- a. All SBEA/MSU employees, including temporary/seasonal employees, are eligible to participate in the Bilingual Pay Program.
- b. Bilingual Pay will be paid based on 26 pay periods per year.
- c. Eligible employees must successfully pass a Bilingual Performance Examination every three (3) years, as determined appropriate by the Human Resources Manager.
- d. Eligible languages are Spanish and American Sign Language.
- e. Bilingual Pay for permanent part-time SBEA/MSU employees shall be prorated based on work schedule (i.e. 50% or 75%).
- f. Bilingual Pay will not accrue during any leave (paid or unpaid) of more than thirty (30) days.
- g. Temporary/seasonal employees must have paid hours during a pay period in order to receive their bilingual pay. If there are no reportable work hours (i.e. no earnings), the temporary/seasonal employee will not be eligible for Bilingual Pay during that pay period.
- h. During the term of this MOU, the City will continue to use Alta Language Services for Spanish bilingual testing services. Eligible employees will be scored based on the criteria listed below:

ALTA Speaking/Listening

- 10 -12 Superior= Fluent
- 06 - 09 Conversational = Basic
- 05 and below= Fail

SECTION 28. SEVERANCE PAY

The CITY shall provide severance pay for SBEA/MSU employees with five or more years of CITY service who are laid off from employment pursuant to Section 11 of the City Personnel Rules and Regulations as follows:

- a. Employees with five or more years of CITY service who are laid off from employment pursuant to Section 11 of the City Personnel Rules and Regulations shall receive a severance pay in an amount of the employee's base salary for a period of forty-five days after the date of the employees termination; provided, however, in the event the period from the date of giving notice of proposed layoff to the date of termination pursuant to that notice is greater than thirty days then the days for which severance pay is received shall be reduced by one day for each day the notice period exceeds

thirty days, and further provided that the minimum amount of severance pay shall be equivalent to thirty days base salary. Severance pay shall cease if the employee obtains employment prior to the expiration of the severance pay period. If the employee obtains unemployment insurance benefits, the amount of severance pay shall be limited to the difference between the employee's base salary and the amount of the unemployment insurance benefit payment.

- b. Severance pay shall be payable in installments. The first installment shall be made on a regularly scheduled pay day following the date of termination. Subsequent payments shall be made on a biweekly basis, thereafter on regularly scheduled pay days.
- c. An employee shall provide the CITY with a certification of continuing eligibility to receive severance pay and receipt or non-receipt of unemployment insurance benefits prior to each severance pay installment. The certification shall be under penalty of perjury.
- d. In addition to the severance pay, the CITY will continue to pay the monthly premium for health, dental and vision insurance paid by the CITY on the date of termination in order to continue coverage for a period of 90 days from the date of termination.
- e. An employee receiving severance pay shall not be considered to be an employee of the CITY after the date of termination. Severance pay shall not be considered salary for the purposes of the Public Employees Retirement System.
- f. Employees who are subject to layoff because the exercise of "bumping" or "retreat" rights by another employee pursuant to Section 11 of the Personnel Rules and Regulations shall receive the same notice of layoff and shall have the same rights to bump less senior employees as the employee originally receiving the notice of proposed layoff.

SECTION 29. SAFETY PROVISIONS

a. Sunglasses

The CITY shall provide one pair of sunglasses to each Marine Safety represented employee or will reimburse said employees an amount not to exceed one hundred fifty dollars (\$150.00) per year, for the employee's purchase of one pair of sunglasses.

b. Sunscreen

The CITY will purchase, in bulk, sunscreen and provide such sunscreen on an as needed basis to all CITY employees who perform work outdoors.

SECTION 30. TUITION REIMBURSEMENT

Each full-time permanent SBEA-MSU member who has completed the probationary period shall be eligible for tuition reimbursement up to \$2,000 per fiscal year in tuition reimbursement for college level courses or additional training, or when such courses or training are required to obtain or maintain a job-related certificate, or any other course previously approved by the Marine Safety Captain. All classes would require prior approval from the Marine Safety Captain and as authorized by the City Manager for the employee to receive any reimbursement. The employee shall be reimbursed for fees and/or tuition only upon

conclusion of each individual course with a grade of “C” or better or successful completion of courses that do not assign grades. Proof of satisfactory completion and payment must be provided.

SECTION 31. EDUCATION INCENTIVE PAY

The City will provide Educational Incentive Pay (EIP) to all SBEA-MSU members who currently possesses or during the term of this MOU acquire an Associate’s (AA/AS) degree or a Bachelor’s (BA/BS) degree from an accredited college or university. SBEA-MSU eligible members must provide the City (Human Resources Department) with evidence of their AA/AS or BA/BS degree in order to qualify for this pay. EIP shall begin at the beginning of a pay period following when such evidence is received by the Human Resources Department and shall not be retroactive. SBEA-MSU eligible members, who provide the appropriate documentation, will receive EIP in equal installments each two-week pay period in conjunction with their Holiday-in-Lieu pay.

- Associate’s degree: \$960 per year (\$80 per month)
- Bachelor’s degree: \$1,800 per year (\$150 per month)

EIP is not cumulative and the maximum EIP a SBEA-MSU member may receive is \$1,800 per fiscal year (\$150 per month).

Pays under this section will be paid and reported as set forth by CalPERS and its Special Compensation regulations.

SECTION 32. LONGEVITY INCENTIVE PAY

The City will provide a one-time lump sum Longevity Incentive Pay (LIP) to all SBEA-MSU on their milestone anniversary (based on permanent hire date) with the City as listed below. LIP shall be paid on the pay date which includes the SBEA-MSU member's anniversary date within the pay period. LIP is not retroactive.

Pays under this section will be paid and reported as set forth by CalPERS and its Special Compensation regulations.

- 10-year anniversary - \$500
- 15-year anniversary - \$1,000
- 20-year anniversary - \$1,500
- 25-year anniversary - \$1,750
- 30-year anniversary - \$2,000

SECTION 33. REOPENER

During the duration of this MOU the City will reopen negotiations to discuss the following items for citywide implementation:

- a. New City Personnel Rules & Regulations
- b. Establishment of a Retiree Health Savings Account (RHSA)

SECTION 34. SAVINGS CLAUSE

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

In the event of invalidation of any provisions, the CITY and the Association agree to meet within thirty (30) days of notice by either to the other for the purpose of renegotiating said provision.

SECTION 35. SEVERABILITY

It is understood and agreed that this MOU is subject to all current and future applicable federal and state laws, or federal and state regulations. If any part or provision of this MOU is in conflict or inconsistent with such laws, rules, and regulations, or is otherwise held to be invalid or unenforceable by a tribunal or competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOU shall not be affected.

SECTION 36. TERM

The term of this agreement shall commence on July 1, 2023, subject to formal approval by the City Council, and shall expire at 12:00 a.m. (midnight) on June 30, 2027.

APPENDIX A

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

CITY:

SBEA/MARINE SAFETY UNIT:

By: _____

By: _____

GREGORY WADE, CITY MANAGER

GREG URUBURU, SBEA-MSU

Date: _____

Date: _____

By: _____
ROB MCPHEE, SBEA/MSU

Date: _____

By: _____
JOSEPH PENNELL, SBEA/MSU

Date: _____

By: _____
EVAN MASON, SBEA/MSU

Date: _____

APPROVED AS TO LEGAL FORM:

CITY COUNCIL:

By: _____
JOHANA N. CANLAS
CITY ATTORNEY

By: _____
LESA HEEBNER
MAYOR

Date: _____

Date: _____

ATTEST:

By: _____
ANGELA IVEY
CITY CLERK

Date: _____

APPENDIX B

**SALARY SCHEDULE EFFECTIVE FIRST FULL PAY PERIOD IN JULY 2023 SOLANA
 BEACH EMPLOYEES' ASSOCIATION,
 MARINE SAFETY UNIT**

FY 2023/2024

MARINE SAFETY EMPLOYEES
 SALARY SCHEDULE 4
 JULY 1, 2023

Pay Grade	Job Classification	Hourly						Monthly					
		Step A	Step B	Step C	Step D	Step E	Step F	Step A	Step B	Step C	Step D	Step E	Step F
Marine Safety 7101	Marine Safety Sergeant	\$ 32.82	\$ 34.45	\$ 36.18	\$ 38.00	\$ 39.89	\$ 41.89	\$ 5,688.80	\$ 5,971.33	\$ 6,271.20	\$ 6,586.67	\$ 6,914.27	\$ 7,260.93
Marine Safety 7201	Marine Safety Lieutenant	\$ 39.65	\$ 41.64	\$ 43.72	\$ 45.90	\$ 48.19	N/A	\$ 6,872.67	\$ 7,217.60	\$ 7,578.13	\$ 7,956.00	\$ 8,352.93	N/A

SALARY SCHEDULE EFFECTIVE FIRST FULL PAY PERIOD IN JULY 2024

FY 2024/2025

MARINE SAFETY EMPLOYEES
 SALARY SCHEDULE 4
 JULY 13, 2024

Pay Grade	Job Classification	Hourly						Monthly					
		Step A	Step B	Step C	Step D	Step E	Step F	Step A	Step B	Step C	Step D	Step E	Step F
Marine Safety 7101	Marine Safety Sergeant	\$ 33.80	\$ 35.48	\$ 37.27	\$ 39.14	\$ 41.09	\$ 43.15	\$ 5,858.67	\$ 6,149.87	\$ 6,460.13	\$ 6,784.27	\$ 7,122.27	\$ 7,479.33
Marine Safety 7201	Marine Safety Lieutenant	\$ 40.84	\$ 42.89	\$ 45.03	\$ 47.28	\$ 49.64	N/A	\$ 7,078.93	\$ 7,434.27	\$ 7,805.20	\$ 8,195.20	\$ 8,604.27	N/A

SALARY SCHEDULE EFFECTIVE FIRST FULL PAY PERIOD IN JULY 2025

FY 2025/2026

MARINE SAFETY EMPLOYEES
 SALARY SCHEDULE 4
 JULY 12, 2025

Pay Grade	Job Classification	Hourly						Monthly					
		Step A	Step B	Step C	Step D	Step E	Step F	Step A	Step B	Step C	Step D	Step E	Step F
Marine Safety 7101	Marine Safety Sergeant	\$ 34.81	\$ 36.54	\$ 38.39	\$ 40.31	\$ 42.32	\$ 44.44	\$ 6,033.73	\$ 6,333.60	\$ 6,654.27	\$ 6,987.07	\$ 7,335.47	\$ 7,702.93
Marine Safety 7201	Marine Safety Lieutenant	\$ 42.07	\$ 44.18	\$ 46.38	\$ 48.70	\$ 51.13	N/A	\$ 7,292.13	\$ 7,657.87	\$ 8,039.20	\$ 8,441.33	\$ 8,862.53	N/A

SALARY SCHEDULE EFFECTIVE FIRST FULL PAY PERIOD IN JULY 2026

FY 2026/2027

MARINE SAFETY EMPLOYEES
 SALARY SCHEDULE 4
 JULY 11, 2026

Pay Grade	Job Classification	Hourly						Monthly					
		Step A	Step B	Step C	Step D	Step E	Step F	Step A	Step B	Step C	Step D	Step E	Step F
Marine Safety 7101	Marine Safety Sergeant	\$ 35.85	\$ 37.64	\$ 39.54	\$ 41.52	\$ 43.59	\$ 45.77	\$ 6,214.00	\$ 6,524.27	\$ 6,853.60	\$ 7,196.80	\$ 7,555.60	\$ 7,933.47
Marine Safety 7201	Marine Safety Lieutenant	\$ 43.33	\$ 45.51	\$ 47.77	\$ 50.16	\$ 52.66	N/A	\$ 7,510.53	\$ 7,888.40	\$ 8,280.13	\$ 8,694.40	\$ 9,127.73	N/A

MARINE SAFETY EMPLOYEES
 SALARY SCHEDULE 4
 JULY 1, 2023

		Hourly						Monthly					
Pay Grade	Job Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step A	Step B	Step C	Step D	Step E	Step F
Marine Safety 7101	Marine Safety Sergeant	\$ 32.82	\$ 34.45	\$ 36.18	\$ 38.00	\$ 39.89	\$ 41.89	\$ 5,688.80	\$ 5,971.33	\$ 6,271.20	\$ 6,586.67	\$ 6,914.27	\$ 7,260.93
Marine Safety 7201	Marine Safety Lieutenant	\$ 39.65	\$ 41.64	\$ 43.72	\$ 45.90	\$ 48.19	N/A	\$ 6,872.67	\$ 7,217.60	\$ 7,578.13	\$ 7,956.00	\$ 8,352.93	N/A

SOLANA BEACH FIRE ASSOCIATION
 SALARY SCHEDULE 5
 JULY 1, 2023

Classification	Step A	Step B	Step C	Step D	Step E
6101 Firefighter / Paramedic					
Base Rate	\$ 28.91	\$ 30.35	\$ 31.87	\$ 33.48	\$ 35.14
OT Premium	\$ 14.46	\$ 15.18	\$ 15.94	\$ 16.74	\$ 17.57
Bi-weekly Base ⁽¹⁾	\$ 3,238	\$ 3,399	\$ 3,569	\$ 3,750	\$ 3,936
Monthly Base ⁽¹⁾	\$ 7,015	\$ 7,365	\$ 7,734	\$ 8,124	\$ 8,527
Annual Base ⁽¹⁾	\$ 84,185.92	\$ 88,379.20	\$ 92,805.44	\$ 97,493.76	\$ 102,327.68
Estimated Annual FLSA OT ⁽²⁾	\$ 2,256	\$ 2,368	\$ 2,487	\$ 2,611	\$ 2,741
Estimated Annual Total ⁽²⁾	\$ 86,441.68	\$ 90,747.28	\$ 95,292.08	\$ 100,105.20	\$ 105,068.60
6201 Fire Engineer					
Base Rate	\$ 31.28	\$ 32.85	\$ 34.48	\$ 36.21	\$ 38.04
OT Premium	\$ 15.64	\$ 16.43	\$ 17.24	\$ 18.11	\$ 19.02
Bi-weekly Base ⁽¹⁾	\$ 3,503	\$ 3,679	\$ 3,862	\$ 4,056	\$ 4,260
Monthly Base ⁽¹⁾	\$ 7,591	\$ 7,972	\$ 8,367	\$ 8,787	\$ 9,231
Annual Base ⁽¹⁾	\$ 91,087.36	\$ 95,659.20	\$ 100,405.76	\$ 105,443.52	\$ 110,772.48
Estimated Annual FLSA OT ⁽²⁾	\$ 2,440	\$ 2,563	\$ 2,689	\$ 2,825	\$ 2,967
Estimated Annual Total ⁽²⁾	\$ 93,527.20	\$ 98,222.28	\$ 103,095.20	\$ 108,268.68	\$ 113,739.60
6301 Fire Captain					
Base Rate	\$ 34.55	\$ 36.28	\$ 38.10	\$ 40.01	\$ 42.01
OT Premium	\$ 17.28	\$ 18.14	\$ 19.05	\$ 20.01	\$ 21.01
Bi-weekly Base ⁽¹⁾	\$ 3,870	\$ 4,063	\$ 4,267	\$ 4,481	\$ 4,705
Monthly Base ⁽¹⁾	\$ 8,384	\$ 8,804	\$ 9,246	\$ 9,709	\$ 10,194
Annual Base ⁽¹⁾	\$ 100,609.60	\$ 105,647.36	\$ 110,947.20	\$ 116,509.12	\$ 122,333.12
Estimated Annual FLSA OT ⁽²⁾	\$ 2,696	\$ 2,830	\$ 2,972	\$ 3,122	\$ 3,278
Estimated Annual Total ⁽²⁾	\$ 103,305.28	\$ 108,477.20	\$ 113,919.00	\$ 119,630.68	\$ 125,610.68
6302 Fire Captain (Shift)					
Base Rate	\$ 35.25	\$ 37.01	\$ 38.86	\$ 40.81	\$ 42.85
OT Premium	\$ 17.63	\$ 18.51	\$ 19.43	\$ 20.41	\$ 21.43
Bi-weekly Base ⁽¹⁾	\$ 3,948	\$ 4,145	\$ 4,352	\$ 4,571	\$ 4,799
Monthly Base ⁽¹⁾	\$ 8,554	\$ 8,981	\$ 9,430	\$ 9,903	\$ 10,398
Annual Base ⁽¹⁾	\$ 102,648.00	\$ 107,773.12	\$ 113,160.32	\$ 118,838.72	\$ 124,779.20
Estimated Annual FLSA OT ⁽²⁾	\$ 2,750	\$ 2,888	\$ 3,031	\$ 3,184	\$ 3,343
Estimated Annual Total ⁽²⁾	\$ 105,398.28	\$ 110,660.68	\$ 116,191.40	\$ 122,022.68	\$ 128,122.28

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

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

**SEVENTH AMENDMENT TO THE CITY MANAGER
EMPLOYMENT AGREEMENT**
**between the City of Solana Beach, a municipal
corporation, and Gregory Wade**

This Seventh Amendment to Employment Agreement is entered into this 28 day of September, 2022 by and between the City of Solana Beach, California, a municipal corporation (hereinafter "City") and Gregory Wade, an individual (hereinafter "Officer") (City and Officer referred to collectively as "Parties") with respect to the employment of Officer as the City Manager of the City.

RECITALS

WHEREAS, on May 22, 2015, the City and Officer entered into the Employment Agreement. On September 14, 2016, the City and Officer entered into the First Amendment to Employment Agreement. The City and Officer entered into the Second Amendment to Employment Agreement on October 11, 2017. On September 26, 2018, the City and Officer entered into the Third Amendment to Employment Agreement. The Fourth Amendment between City and Officer was approved on September 25, 2019. On September 9, 2020, the Fifth Amendment was approved. On September 9, 2021, the Sixth Amendment was approved.

WHEREAS, the Seventh Amendment amends and incorporates the Agreement and subsequent amendments (First through Sixth) (Amended Agreement). The City and Officer intend that all terms of the Amended Agreement referenced above shall remain effective to the extent they are not amended by the Seventh Amendment to the Employment Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Section 5(A)(1)(a) of the Employment Agreement is hereby amended to read as follows:

5. COMPENSATION

A. Compensation and Required Employer Costs

(1) Base Salary

- (a) The annual base salary for the position of City Manager shall be \$245,823.00 effective July 1, 2022.

Section 2. Section 5(B)(4)(c) of the Employment Agreement is hereby amended to read as follows:

5. COMPENSATION

B. Basic Benefits

(4) Leave Allowance

(c) Upon Officer's first date of employment with the City Officer shall be credited 80 hours of vacation leave. Thereafter, Officer shall accrue vacation leave at the maximum accrual rate per year. Officer may accrue up to a maximum of three times his annual vacation accrual. Once Officer has accrued the maximum allowable vacation leave, Officer will earn no additional vacation leave until Officer uses vacation leave sufficient to bring Officer below the maximum accrual. Officer shall comply with the vacation leave provisions contained in the City's Personnel Rules and Regulations and any other City policies and procedures regarding vacation leave not in conflict with the provisions stated herein.

(i) This provision shall be effective as of July 1, 2021.

Section 3. The changes outlined above shall be effective as of July 1, 2022 unless otherwise stated.

Section 4. Except as modified herein, all other terms and conditions of the Employment Agreement, First, Second, Third, Fourth, Fifth, and Sixth Amendments to Employment Agreement shall remain the same.

IN WITNESS WHEREOF the Parties have executed this Third Amendment to Employment Agreement as of the day and year first above written.

CITY OF SOLANA BEACH

OFFICER

By: 
Lesa Heebner, Mayor

By: 
Gregory Wade

APPROVED AS TO FORM

By: 
Johanna Canlas, City Attorney

**SIXTH AMENDMENT TO THE CITY MANAGER
EMPLOYMENT AGREEMENT
between the City of Solana Beach, a municipal
corporation, and Gregory Wade**

This Sixth Amendment to Employment Agreement is entered into this 9th day of September __, 2021 and is effective as of July 1, 2021, by and between the City of Solana Beach, California, a municipal corporation (hereinafter "City") and Gregory Wade, an individual (hereinafter "Officer") (City and Officer referred to collectively as "Parties") with respect to the employment of Officer as the City Manager of the City.

RECITALS

WHEREAS, on May 22, 2015, the City and Officer entered into the Employment Agreement. On September 14, 2016, the City and Officer entered into the First Amendment to Employment Agreement. The City and Officer entered into the Second Amendment to Employment Agreement on October 11, 2017. On September 26, 2018, the City and Officer entered into the Third Amendment to Employment Agreement. The Fourth Amendment between City and Officer was approved on September 25, 2019. On September 9, 2020, the Fifth Amendment was approved.

WHEREAS, the Sixth Amendment amends and incorporates the Agreement and subsequent amendments (First through Fifth) (Amended Agreement). The City and Officer intend that all terms of the Amended Agreement referenced above shall remain effective to the extent they are not amended by the Sixth Amendment to the Employment Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Section 5(A)(1)(a) of the Employment Agreement is hereby amended to read as follows:

5. COMPENSATION

A. Compensation and Required Employer Costs

(1) Base Salary

(a) The annual base salary for the position of City Manager shall be \$230,592 effective July 1, 2021.

(i) An additional 3% increase in base salary for a total of \$237,510 will take effect on July 1, 2022.

Section 2. The vehicle allowance under Section 5 is set at five hundred dollars (\$500) a month.

Section 3. The changes outlined above shall be effective as of July 1, 2021 unless otherwise stated.

Section 4. The base salary increases outlined above are based on the Officer's annual performance evaluation conducted in the summer of 2021 and does not forego subsequent changes as may be warranted after the annual performance evaluation to be conducted in the spring/summer of 2022.

Section 5. Except as modified herein, all other terms and conditions of the Employment Agreement, First, Second, Third, Fourth, and Fifth Amendments to Employment Agreement shall remain the same.

IN WITNESS WHEREOF the Parties have executed this Third Amendment to Employment Agreement as of the day and year first above written.

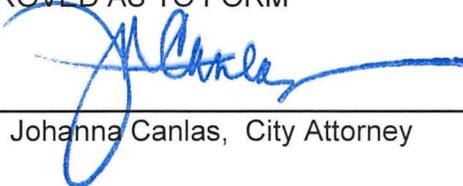
CITY OF SOLANA BEACH

OFFICER

By: 
Lesa Heebner, Mayor

By: 
Gregory Wade

APPROVED AS TO FORM

By: 
Johanna Canlas, City Attorney

**FIFTH AMENDMENT TO THE CITY MANAGER
EMPLOYMENT AGREEMENT
between the City of Solana Beach, a municipal
corporation, and Gregory Wade**

This Fifth Amendment to Employment Agreement is entered into this 9th day of September, 2020 and is effective as of July 1, 2020, by and between the City of Solana Beach, California, a municipal corporation (hereinafter "City") and Gregory Wade, an individual (hereinafter "Officer") (City and Officer referred to collectively as "Parties") with respect to the employment of Officer as the City Manager of the City.

RECITALS

1. WHEREAS, on May 22, 2015, the City and Officer entered into the Employment Agreement (Agreement). On September 14, 2016, the City and Officer entered into the First Amendment to Employment Agreement. The City and Officer entered into the Second Amendment to Employment Agreement on October 11, 2017. On September 26, 2018, the City and Officer entered into the Third Amendment to Employment Agreement. The Fourth Amendment between the City and Officer was approved on September 25, 2019.
2. WHEREAS, this Fifth Amendment amends and incorporates the Agreement and subsequent amendments (First through Fourth) (Amended Agreement). The City and Officer intend that all terms of the Amended Agreement referenced above shall remain effective to the extent they are not amended by this Fifth Amendment to the Employment Agreement.
3. WHEREAS, the terms of the Amended Agreement provide, among other things, benefits and compensation payable to the Officer.
4. WHEREAS, the effective date of the changes contained in this Fifth Amendment is effective as of July 1, 2020.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Section 5(B)(6) is hereby amended to read as follows:

The annual contribution is hereby increased to \$26,000. Thereafter, this deferred compensation contribution would increase annually based upon the Internal Revenue Code Section 415 annual adjustments for cost-of-living increases to both the Normal Limit and the Age 50 Catch-Up Limit.

Section 2. Section 5(B)(4)(e) is hereby added to read as follows:

As a one-time benefit in December 2020, Officer may "cash-out", at the hourly rate of \$106.90, up to a maximum of 80 hours of vacation leave that would have been accrued in FY 2019-2020 and FY 2020-2021 but for the Officer having reached the vacation leave accrual limit or cap.

Section 3. The changes as outlined above shall be effective as of July 1, 2020.

Section 4. Except as modified herein, all other terms and conditions of the Employment Agreement, First, Second, Third, and Fourth Amendments to Employment Agreement shall remain effective.

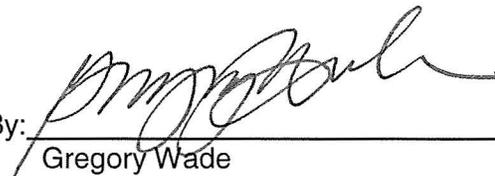
IN WITNESS WHEREOF the Parties have executed this Fifth Amendment to Employment Agreement as of the day and year first above written.

CITY OF SOLANA BEACH

OFFICER

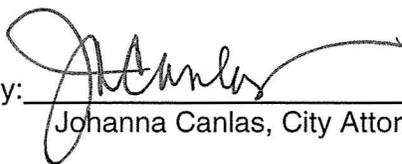
By: 

Jewel Edson, Mayor

By: 

Gregory Wade

APPROVED AS TO FORM

By: 

Johanna Canlas, City Attorney

**FOURTH AMENDMENT TO THE CITY MANAGER
EMPLOYMENT AGREEMENT
between the City of Solana Beach, a municipal
corporation, and Gregory Wade**

This Fourth Amendment to Employment Agreement is entered into this ~~28~~^{28th} day of August 28, 2019 and is effective as of July 1, 2019, by and between the City of Solana Beach, California, a municipal corporation (hereinafter "City") and Gregory Wade, an individual (hereinafter "Officer") (City and Officer referred to collectively as "Parties") with respect to the employment of Officer as the City Manager of the City.

RECITALS

WHEREAS, on May 22, 2015, the City and Officer entered into the Employment Agreement; and

WHEREAS, on September 14, 2016, the City and Officer entered into the First Amendment to Employment Agreement; and

WHEREAS, on October 11, 2017, the City and Officer entered into the Second Amendment to Employment Agreement; and

WHEREAS, on September 26, 2018, the City and Officer entered into the Third Amendment to Employment Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Section 5(A)(1)(a) of the Employment Agreement is hereby amended to read as follows:

5. COMPENSATION

A. Compensation and Required Employer Costs

(1) Base Salary

(a) The annual base salary for the position of City Manager shall be \$220,662.00

Section 2. Section 5(B)(5)(a) is hereby added to read as follows:

Officer is authorized to use City provided power to charge his vehicle.

Section 3. The annual contribution under Section 5(B)(6) is hereby increased to \$24,500.00.

Section 4. The changes as outlined in Sections 1 - 3 above shall be effective as of July 1, 2019.

Section 5. Except as modified herein, all other terms and conditions of the Employment Agreement, First, Second and Third Amendments to Employment Agreement shall remain the same.

IN WITNESS WHEREOF the Parties have executed this Third Amendment to Employment Agreement as of the day and year first above written.

CITY OF SOLANA BEACH

OFFICER

By: David A. Zito
David A. Zito, Mayor

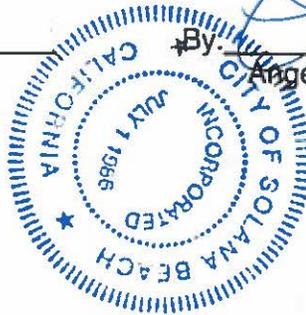
By: Gregory Wade
Gregory Wade

APPROVED AS TO FORM

ATTEST:

By: Johanna Carlas
Johanna Carlas, City Attorney

By: Angela Ivey
Angela Ivey, City Clerk



**THIRD AMENDMENT TO THE CITY MANAGER
EMPLOYMENT AGREEMENT
between the City of Solana Beach, a municipal
corporation, and Gregory Wade**

This Third Amendment to Employment Agreement is entered into this 24th day of October, 2018 and is effective as of July 1, 2018, by and between the City of Solana Beach, California, a municipal corporation (hereinafter "City") and Gregory Wade, an individual (hereinafter "Officer") (City and Officer referred to collectively as "Parties") with respect to the employment of Officer as the City Manager of the City.

RECITALS

WHEREAS, on May 22, 2015, the City and Officer entered into the Employment Agreement; and

WHEREAS, on September 14, 2016, the City and Officer entered into the First Amendment to Employment Agreement; and

WHEREAS, on October 11, 2017, the City and Officer entered into the Second Amendment to Employment Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Section 5(A)(1)(a) of the Employment Agreement is hereby amended to read as follows:

5. COMPENSATION

A. Compensation and Required Employer Costs

(1) Base Salary

- (a) The annual base salary for the position of City Manager shall be \$215,280.00.

Section 2. Section 5(B)(6) of the Employment Agreement is hereby amended to read as follows:

The City will make, in equal proportionate amounts each pay period, an annual contribution of Twenty-Two thousand dollars (\$22,000.00) into a qualified Section 457 Plan that will be from one of the City approved plans as selected by Officer. Amounts contributed under this Section shall be to the benefit of Officer in accordance with the Deferred Compensation Plan participation agreement. All aspects of this contribution are subject to the provisions and limitations of the Internal Revenue Code and its related regulations as amended from time to time. No requirement of this Section shall be effective if it would violate any provisions of the Internal Revenue Code or its related regulations.

Section 3. Except as modified herein, all other terms and conditions of the Employment Agreement, First, and Second Amendments to Employment Agreement shall remain the same.

IN WITNESS WHEREOF the Parties have executed this Third Amendment to Employment Agreement as of the day and year first above written.

CITY OF SOLANA BEACH

OFFICER

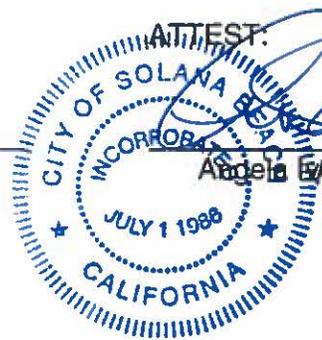
By: David A. Zito
David A. Zito, Mayor

By: Gregory Wade
Gregory Wade

APPROVED AS TO FORM

By: Johanna Canlas
Johanna Canlas, City Attorney

ATTEST:
Angela Eley
Angela Eley, City Clerk



**SECOND AMENDMENT TO THE CITY MANAGER
EMPLOYMENT AGREEMENT
between the City of Solana Beach, a municipal
corporation, and Gregory Wade**

This Second Amendment to Employment Agreement is entered into this 11th day of October 2017 and is effective as of July 1, 2017, by and between the City of Solana Beach, California, a municipal corporation (hereinafter "City") and Gregory Wade, an individual (hereinafter "Officer") (City and Officer referred to collectively as "Parties") with respect to the employment of Officer as the City Manager of the City.

RECITALS

WHEREAS, on May 22, 2015, the City and Officer entered into the Employment Agreement; and

WHEREAS, on September 14, 2016, the City and Officer entered into the First Amendment to Employment Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Section 3 of the Employment Agreement is hereby deleted.

Section 2. Section 5(A)(1)(a) of the Employment Agreement is hereby amended to read as follows:

5. COMPENSATION

A. Compensation and Required Employer Costs

(1) Base Salary

- (a) The annual base salary for the position of City Manager shall be \$207,000.00.

Section 3. Section 5(B)(6) of the Employment Agreement is hereby amended to read as follows:

The City will make, in equal proportionate amounts each pay period, an annual contribution of Twelve thousand dollars (\$12,000.00) into a qualified Section 457 Plan that will be from one of the City approved plans as selected by Officer. Amounts contributed under this Section shall be to the benefit of Officer in accordance with the Deferred Compensation Plan participation agreement. All aspects of this contribution are subject to the provisions and limitations of the Internal Revenue Code and its related regulations as amended from time to time. No requirement of this Section shall be effective if it would violate any provisions of the Internal Revenue Code or its related regulations.

Section 4. Section 6(C)(5) of the Employment Agreement is hereby amended to read as follows:

The Parties agree that all payments required under this Section are conditioned upon Officer delivering to the City a fully executed separation agreement and release of all claims in a form acceptable to the City (acting through its City Attorney) within 30 days of his termination,

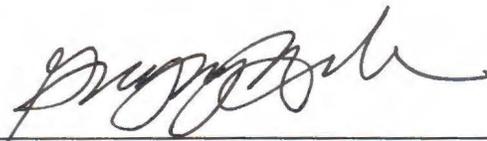
Section 5. Except as modified herein, all other terms and conditions of the Employment Agreement and First Amendment to Employment Agreement shall remain the same.

IN WITNESS WHEREOF the Parties have executed this First Amendment to Employment Agreement as of the day and year first above written.

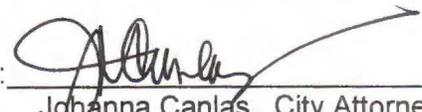
CITY OF SOLANA BEACH

OFFICER

By: 
Mike Nichols, Mayor

By: 
Gregory Wade

APPROVED AS TO FORM

By: 
Johanna Canlas, City Attorney

**FIRST AMENDMENT TO THE CITY MANAGER
EMPLOYMENT AGREEMENT**
between the City of Solana Beach, a municipal
corporation, and Gregory Wade

This First Amendment to Employment Agreement is entered into this 14th day of September 2016 and is effective as of July 1, 2016 (hereinafter "Effective Date"), by and between the City of Solana Beach, California, a municipal corporation (hereinafter "City") and Gregory Wade, an individual (hereinafter "Officer") (City and Officer referred to collectively as "Parties") with respect to the employment of Officer as the City Manager of the City.

RECITALS

WHEREAS, on May 22, 2015, the City and Officer entered into the Employment Agreement, which was effective on June 22, 2015; and

WHEREAS such Employment Agreement requires the City Council to conduct a formal evaluation of Officer's performance at least once each year; and

WHEREAS, the City Council conducted performance evaluations of Officer on June 22, July 11, and August 24, 2016; and

WHEREAS, the City Council now desires to make the following amendment to the Employment Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Section 5(A)(1)(a) of the Employment Agreement is hereby amended to read as follows:

5. COMPENSATION

The City agrees to provide the following compensation to the City Manager during the term of the agreement:

A. Compensation and Required Employer Costs

(1) Base Salary

- (a) The annual base salary for the position of City Manager shall be \$200,970.

Section 2. The amendment under Section 1 above shall be effective as of July 1, 2016.

Section 3. Except as modified herein, all other terms and conditions of the Employment Agreement shall remain the same.

IN WITNESS WHEREOF the Parties have executed this First Amendment to Employment Agreement as of the day and year first above written.

CITY OF SOLANA BEACH

OFFICER

By: David A. Zito
David A. Zito, Mayor

By: Gregory Wade
Gregory Wade

APPROVED AS TO FORM

By: Johanna Carlas
Johanna Carlas, City Attorney

CITY MANAGER EMPLOYMENT AGREEMENT
between the City of Solana Beach, a municipal
corporation, and Gregory Wade

1. Parties and Date

This Agreement is dated May 14, 2015, and is effective as of June 22, 2015, by and between the City of Solana Beach, California, a municipal corporation (the "City"), and Gregory Wade, an individual (the "Officer").

- A. The City requires the services of a City Manager;
- B. The Officer has the necessary education, experience, skills and expertise to serve as the City's City Manager;
- C. The City Council of the City (the "City Council") desires to employ Officer to serve as the City Manager of the City;
- D. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code Section 53260 *et seq.*; and
- E. In consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this Agreement.

2. Employment

The City hereby employs the Officer as its City Manager, and Officer hereby accepts such employment.

3. Term

Pursuant to the provisions of Government Code section 36506 and Solana Beach City Municipal Code sections 2.08.010 and 2.08.090, Officer shall hold the appointive office of City Manager at and during the pleasure of the City Council for a three (3) year term beginning June 22, 2015, and ending on June 21, 2018, unless extended in writing by mutual agreement.

4. Commitments and Understandings

A. The Officer's Commitments

(1) Duties & Authority

- (a) Officer shall be the Chief Executive Officer of the City and be responsible to the City Council for the proper administration of all affairs of the City.
- (b) Officer shall be the Executive Director of the Successor Agency to the Solana Beach Redevelopment Agency (the "Agency") and



Executive Director of the Solana Beach Public Finance Authority (the "Authority").

- (c) Officer shall perform all of the duties of the City Manager as set forth in Title 2, Chapter 2.08 of the Solana Beach Municipal Code (the "Municipal Code"), the California Government Code, and City policies and procedures approved by the City Council, as may be provided from time to time.
- (d) To accomplish this, Officer shall have the power and be required to:
 - (i) Attend all meetings of the City Council, unless excused by the Mayor, and take part in the discussion of all matters before the City Council.
 - (ii) Review all agenda documents before preparing the agenda for any regular or special meetings of the City Council.
 - (iii) Direct the work of all appointive City officers and departments that are the concern and responsibility of the City Council, except those that are directly appointed by or report directly to the City Council. The City Manager may undertake any study or investigation that is necessary or desirable, or as directed by the City Council. The City Manager shall endeavor to implement changes that the City Manager believes will result in greater efficiency, economy or improved public service in the administration of City affairs.
 - (iv) Recommend to the City Council adoption of such measures as the City Manager may deem necessary or expedient for the health, safety, or welfare of the community or for the improvement of administrative services.
 - (v) Consolidate or combine offices, positions, departments, or units under the City Manager's jurisdiction. The City Manager may be the head of one or more City departments.
 - (vi) Conduct research in administrative practices in order to bring about greater efficiency and economy in City government, and develop and recommend to the City Council long-range plans to improve City operations and prepare for future City growth and development.
 - (vii) Provide management training and develop leadership qualities among department directors and staff as

necessary to build a City management team that can plan for and meet future challenges.

- (viii) Exercise control of City government in emergencies as authorized by the Municipal Code and California law.

(2) Hours of Work

- (a) Officer is an exempt employee without set hours of work, but is expected to be available at all times and to engage in those hours of work that are necessary to fulfill the obligations of the City Manager's position.
- (b) Officer shall spend sufficient hours on site to perform the City Manager's duties; however, the City Manager has discretion over the City Manager's work schedule and work location.

B. City Commitments

- (1) The City shall provide Officer with the compensation, incentives and benefits specified elsewhere in this Agreement.
- (2) The City shall provide Officer with office space, staff, equipment, supplies, and all other facilities and services adequate for the performance of the City Manager's duties.
- (3) The City shall pay for or provide the City Manager reimbursement for all actual business expenses subject to the City's reimbursement policy.
- (4) The City agrees to pay the professional dues and subscriptions on behalf of the City Manager for participation in national, regional, state, or local associations and organizations, as necessary and desirable for the good of the City, and for the City Manager's continued professional participation and advancement.
- (5) The City agrees to pay the travel and subsistence expenses of the City Manager for purposes such as official functions, meetings, occasions, short courses, institutes and seminars that are necessary for the good of the City or for the professional development of the City Manager subject to the City's travel and reimbursement policies.

C. Mutual Commitments

(1) Performance Evaluation

- (a) The City Council recognizes that for Officer to respond to its needs and to grow in the performance of the City Manager's job, Officer needs to know how the City Councilmembers evaluate his performance. To assure that Officer gets this feedback, the City Council shall conduct an evaluation of the City Manager's performance at least once each year to be scheduled during the

month of May to coincide with the close of the fiscal year, and when it deems necessary to discuss any concerns or direction in performance.

(2) Goals

The City Council and Officer shall jointly define goals and performance objectives they deem necessary for the proper operation of the City in the attainment of the City Council's policy objectives and shall establish relative priority among the various goals and objectives.

(3) ICMA Code of Ethics

The Parties acknowledge that Officer is committed to the ideals of the International City Management Association ("ICMA"). The Parties mutually desire that Officer be subject to and comply with the most current ICMA Code of Ethics. The Officer commits to comply with the ICMA Code of Ethics.

5. COMPENSATION

The City agrees to provide the following compensation to the City Manager during the term of the agreement:

A. Compensation and Required Employer Costs

(1) Base Salary

- (a) The annual base salary for the position of City Manager shall be \$198,000.
- (b) Officer shall be paid at the same intervals and in the same manner as regular City employees.
- (c) Any increase in base salary shall be effective only when approved by the City Council upon completion of the annual performance evaluation required by this Agreement.
- (d) The City may reduce the base salary, compensation or other financial benefits of the City Manager during the term of this Agreement as part of a general reduction in pay among management employees.

B. Basic Benefits

(1) Retirement

Officer is entitled to participate in the California Public Employees' Retirement System (CalPERS) in the 2% @ 60 retirement program, with the use of the average of Officer's highest three year salary. Officer will

be responsible to pay the entire cost of the employees' portion of the CalPERS retirement contribution.

- (2) Upon any effective date in accordance with CalPERS requirements, Officer agrees to pay the same and/or equivalent contribution as other management employees of the City considered classic members as defined by CalPERS.

(3) Holidays

Officer is entitled to those paid holidays in accordance with the provisions of the City's Personnel Rules and Regulations for management employees.

(4) Leave Allowance

(a) Officer shall receive the same annual leave accrual and benefits as provided to the management employees at the highest range.

(b) Officer shall accrue administrative leave at the same rate as management employees following the effective date of this Agreement.

(c) Upon Officer's first date of employment with the City, Officer shall be credited 80 hours of vacation leave. Thereafter, Officer shall accrue vacation leave at the maximum accrual rate of 160 hours per year or the same as other management employees of the City whichever is higher. Officer may accrue up to a maximum of three times his annual vacation accrual, or no more than 480 hours. Once Officer has accrued the maximum allowable vacation leave, Officer will earn no additional vacation leave until Officer uses vacation leave sufficient to bring Officer below the maximum accrual. Officer shall comply with the vacation leave provisions contained in the City's Personnel Rules and Regulations and any other City policies and procedures regarding vacation leave not in conflict with the provisions stated herein.

(d) Upon Officer's first date of employment with the City, Officer shall be credited 120 hours of sick leave. Thereafter, Officer shall accrue sick leave at the same rate as other management employees of the City. Officer shall comply with the sick leave provisions contained in the City's Personnel Rules and Regulations and any other City policies and procedures regarding sick leave.

(5) Automobile

Officer shall be provided a monthly automobile allowance of \$450.00 in exchange for making a vehicle available for the City Manager's own use and for City-related business and/or functions during, before and after normal work hours. Officer is responsible for all liability for personal injury

and property damages, and for operation, maintenance, and repair of the automobile arising out of Officer's use of the automobile. Officer is also responsible for paying all income tax liability, whether federal or state, arising out of Officer's receipt of the automobile allowance. Officer shall submit proof to City of a valid driver's license and insurance for his automobile. By Officer making his personal vehicle available for use, Officer is not precluded from using City vehicles for City business during, before and after the normal workday on occasion, when appropriate.

(6) Deferred Compensation

The City will make, in equal proportionate amounts each pay period, an annual contribution of Ten thousand dollars (\$10,000) into a qualified Section 457 Plan that will be from one of the City approved plans as selected by Officer. Amounts contributed under this Section shall be to the benefit of Officer in accordance with the Deferred Compensation Plan participation agreement. All aspects of this contribution are subject to the provisions and limitations of the Internal Revenue Code and its related regulations as amended from time to time. No requirement of this Section shall be effective if it would violate any provisions of the Internal Revenue Code or its related regulations.

(7) Benefits that Accrue to Other Employees

Officer shall be entitled to all benefits, rights, and privileges accorded to non-public safety City Management Employees except as otherwise provided in this Agreement. If there is any conflict between this Agreement and any resolution fixing compensation and benefits for non-public safety City Management Employees or other non-classified employees, this Agreement shall control.

6. **SEPARATION**

A. Resignation/Retirement

Officer may resign at any time and agrees to give the City at least 60 days advance written notice of the effective date of the Officer's resignation, unless the Parties otherwise agree in writing. If Officer retires from full time public service with the City, Officer shall provide six months' advance notice. Officer's actual retirement date will be mutually established between City and Officer.

B. Termination & Removal

- (1) Officer is an at-will employee serving at the pleasure of the City Council as provided in Government Code Section 36506.
- (2) The City Council may remove Officer at any time, either with or without cause, by a majority vote of its members. Notice of termination shall be provided to Officer in writing.

(a) Notwithstanding the above, the City agrees to provide Officer 60 days advanced notice prior to termination or non-extension of the term as contemplated in Paragraph 3 of the Agreement.

(3) Officer shall not be terminated during the 90-day period before or after any City election or appointment for membership on the City Council.

C. Severance Pay

(1) In the event Officer is terminated by the City Council during such time that the Officer is willing and able to perform the City Manager's duties under this Agreement, then in that event the City agrees to pay Officer a lump sum cash payment equal to six (6) months' base salary.

(2) All payments required under this Section are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260 and 53261.

(3) The Parties agree that the severance benefits due upon termination, if any, and other benefits due upon termination as provided by this Agreement, shall be the only compensation payable to the Officer and are intended to compensate the Officer for any damages, which could include, among other losses: the loss of the opportunity to transition employment, the loss of alternate employment opportunities, the loss of income, the loss of opportunities for retraining or further education, the erosion of personal investments and savings, the loss of retirement benefits, physical displacement or the loss of a residence, the loss of insurance and medical benefits, expenses for professional counseling, the loss of standard of living including educational opportunities for children, and the resultant emotional distress to the Officer and the Officer's family.

(4) In the event Officer voluntarily resigns his position with the City, then the Officer shall not be entitled to severance pay but will receive all benefits that have already accrued as is typically paid out to other City employees upon resignation.

(5) In the event the City Council decides not to extend the initial term of this Agreement or decides not to enter into a subsequent employment agreement with Officer, Officer shall be entitled to the severance pay stated herein.

D. Separation for Cause

(1) Notwithstanding the provisions of Sections 5B and 5C, Officer may be terminated for cause. As used in this section, "cause" shall mean only one or more of the following:

(a) Conviction of, or no contest plea to, a felony;

- (b) Conviction of, or no contest plea to, any illegal act involving moral turpitude or personal gain;
 - (c) Continued abuse of non-prescription drugs or alcohol that materially affects the performance of the Manager's duties;
 - (d) Any act constituting a knowing and intentional violation of the City's conflict of interest code; or
 - (e) Repeated and protracted unexcused absences from the City Manager's office and duties.
- (2) In the event the City terminates Officer for cause, then the City may terminate this Agreement immediately, and Officer shall be entitled to only the compensation accrued up to the date of termination and such other termination benefits and payments as may be required by law. The City Manager shall not be entitled to any severance benefits provided by Section 6.C.

7. MISCELLANEOUS PROVISIONS

A. Amendments

This Agreement may be amended at any time by mutual agreement of the City and the Officer. Any amendments are to be negotiated, put in writing, and adopted by the City Council.

B. Conflict of Interest

- (1) Officer shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties.
- (2) Officer shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to Officer's City employment.
- (3) Officer is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

C. Abuse of Office. Any payment Officer may receive as paid leave pending an administrative investigation, as funds for the legal criminal defense of Officer, or as any cash settlement related to the termination of Officer shall be fully reimbursed to the City if Officer is convicted of a crime involving an abuse of his office or position. "Abuse of office or position" means either of the following:

- (1) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

- (2) A crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

Nothing in this Section entitles Officer to any of the above listed payments described in this Section. This Section shall be interpreted to comply with the requirements set forth in Government Code Sections 52343-52343.4.

D. Indemnification

- (1) To the full extent of the law, the City shall defend and indemnify Officer, in his capacity as City Manager, and as the chief executive of other City-related legal entities as provided in Section 4.A(1)(b) above, against and for all losses sustained by Officer in direct consequences of the discharge of the City Manager's duties on the City's behalf for the period of the Officer's employment, save and except those losses sustained as a result of the willful act or omission of Officer.
- (2) The City shall defend, save harmless and indemnify the Officer against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Officer's duties as City Manager. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.
- (3) Whenever Officer shall be sued for damages arising out of the performance of the City Manager's duties, the City shall provide defense counsel for Officer in such suit and indemnify Officer from any judgment rendered against Officer; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. This indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in Officer's capacity as City Manager, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies that Officer may have under the law.
- (4) This Agreement is binding upon and inures to the benefit of the heirs and personal representatives of Officer.

E. Severability

If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the Parties hereto.

F. Laws Affecting Title

In addition to those laws affecting a City Manager, Officer shall have the same powers, rights and responsibilities as a Chief Executive Officer, City Administrative Officer, Administrator, and/or City Administrator as those terms are used in local, state or federal laws.

G. Jurisdiction and Venue

This Agreement shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in San Diego County, California.

H. Entire Agreement

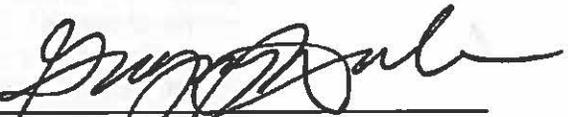
This Agreement represents the sole and complete agreement of the Parties, and no representations have been made or relied upon except as set forth herein. Although the state and local laws referenced in the Agreement are subject to change and are binding upon the Parties without any written amendment to this Agreement, any other terms of this Agreement may be amended or modified only by a written, fully executed agreement of the Parties.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

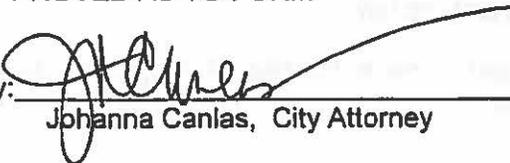
CITY OF SOLANA BEACH

OFFICER

By: 
Lesa Heebner, Mayor

By: 
Gregory Wade

APPROVED AS TO FORM

By: 
Johanna Canlas, City Attorney

FY 2023/2024

MAYOR AND COUNCILMEMBERS

SALARY SCHEDULE 8

DECEMBER 9, 2020

Pay Grade		Title	Monthly
CC	Municipal Code	Mayor	\$ 960.00
	Section: 2.04.020	Councilmember	\$ 860.00

TEMPORARY/PART-TIME/SEASONAL EMPLOYEES

SALARY SCHEDULE 6

JULY 1, 2023

Pay Grade		Job Classification	Step A				
PTS	41	Lifeguard Intern	\$15.50				
		Junior Lifeguard Intern					
		Junior Lifeguard Instructor I (non-lifeguard)					
PTS	58	Lifeguard	\$19.00	\$19.96	\$20.96	\$22.00	\$23.10
		Junior LG Instructor II					
		Management Intern					
		Temporary Administrative Assistant					
		Parking Enforcement Officer					
Recreation Leader I							
PTS	63	Lifeguard + EMT	\$19.98	\$20.97	\$22.02	\$23.12	\$24.28
		Junior LG Instructor II + EMT					
		Recreation Leader II					
PTS	75	Temporary Maintenance Worker I	\$22.51	\$23.64	\$24.82	\$26.05	\$27.36
PTS	76	Temporary Firefighter/Paramedic	\$22.74	\$23.87	\$25.07	\$26.32	\$27.64
PTS	77	Temporary Planning Technician	\$22.96	\$24.11	\$25.32	\$26.58	\$27.92
		Temporary Engineering Technician					
PTS	82	Temporary Administrative Technician	\$24.14	\$25.34	\$26.61	\$27.94	\$29.34
		Jr. Lifeguard Administrative Technician					
PTS	83	Recreation Leader III	\$24.37	\$25.59	\$26.88	\$28.22	\$29.63
		Senior Lifeguard					
PTS	86	Temporary Code Compliance Officer Assistant	\$25.11	\$26.38	\$27.69	\$29.07	\$30.53
PTS	88	Senior Lifeguard + EMT	\$25.62	\$26.90	\$28.25	\$29.66	\$31.14
PTS	102	Temporary Management Assistant	\$29.45	\$30.92	\$32.46	\$34.09	\$35.79
PTS	123	Temporary Fire Prevention Technician	\$36.29	\$38.11	\$40.02	\$42.02	\$44.12



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 12, 2023
ORIGINATING DEPT: Engineering Department
SUBJECT: **City Council Consideration of Resolution 2023-094 Accepting the Project as Complete and Authorizing the City Clerk to File a Notice of Completion for the Americans with Disabilities Act (ADA) Pedestrian Ramps Project**

BACKGROUND:

On March 22, 2023, the City Council awarded a construction contract for the ADA Pedestrian Ramps, Bid No. 2023-02, to Portillo Concrete. This project is funded by the Fiscal Year (FY) 2022/23 Community Development Block Grant (CDBG) for construction of ADA pedestrian ramps at various public street intersections.

This item is before the City Council for the consideration of Resolution 2023-094 (Attachment 1) to report the final project costs, accept the project as complete and direct the City Clerk to file a Notice of Completion (NOC).

DISCUSSION:

Portillo Concrete completed all work on this project in accordance with the approved plans and specifications of Bid No. 2023-02 to the satisfaction of the City Engineer. The City will release the retention, in the amount of \$2,750, thirty-five (35) days after the Notice of Completion is approved by the City Council.

CEQA COMPLIANCE STATEMENT:

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

CITY COUNCIL ACTION:

FISCAL IMPACT:

The project was completed within budget and at the original contract amount of \$55,000. There were no change orders issued during the construction of this project. The City Council had authorized a \$5,500 construction contingency from the City's Gas Tax account for unanticipated changes, but the contingency was not used. The contract is funded with a \$54,626 Community Development Block Grant, plus an amount of \$374 from Gas Tax. The unused portion of the \$5,500 contingency amount will remain in the City's Gas Tax account and may be used for other eligible projects.

WORK PLAN:

This project was not identified in the FY 2022/23 Work Plan.

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2023-094:

1. Authorizing the City Council to accept, as complete, the ADA Pedestrian Ramps, Bid No. 2023-02, constructed by Portillo Concrete.
2. Authorizing the City Clerk to file a Notice of Completion.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution No. 2023-094

RESOLUTION 2023-094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, ACCEPTING AS COMPLETE THE AMERICANS WITH DISABILITIES ACT (ADA) PEDESTRIAN RAMPS PROJECT, BID NO. 2023-02, AND AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION

WHEREAS, the Americans with Disabilities Act (ADA) Pedestrian Ramps Project, funded by a Community Development Block Grant (CDBG), has been completed in accordance with the plans and specifications included as part of the construction contract with Portillo Concrete to the satisfaction of the City Engineer.

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

1. That the above recitations are true and correct.
2. That the City Council accepts as complete the ADA Pedestrian Ramps Project, Bid No. 2023-02, constructed by Portillo Concrete.
3. That the City Council authorizes the City Clerk to file a Notice of Completion for the project.

PASSED AND ADOPTED this 12th day of July, 2023, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 12, 2023
ORIGINATING DEPT: Community Development Department
SUBJECT: **City Council Consideration of Resolution 2023-098 to Extend and Amend the Professional Service Agreement with Warwick Group Consultants for Federal Public Affairs Consultant Services**

BACKGROUND:

The City has contracted with Warwick Group Consulting to provide professional consultant services for lobbying for the City's sand replenishment and beach renourishment projects and for additional lobbying services at the federal level.

This item is before Council to consider approving Resolution 2023-098 (Attachment 1) authorizing the City Manager to extend and amend the agreement with Warwick Group Consultants for professional consulting services.

DISCUSSION:

To assist the City with the "Community Character Priorities" identified in the Work Plan (Items A.2, Local Coastal Program and A.3, Beach Sand Replenishment and Monitoring Program), the City has entered into a Professional Services Agreement (PSA) with Warwick Group Consultants to assist with sand replenishment, beach renourishment and local coastal program implementation. The City has contracted with Warwick Group Consultants to provide federal public affairs consulting to seek federal appropriation for various City projects including, but not limited to, the City's Beach Sand Replenishment and Monitoring Program, Shoreline Restoration Project, Recycled Water System Expansion, Lomas Santa Fe Corridor Project and Marine Safety Center Replacement Project.

COUNCIL ACTION:

In 2020, Warwick Group Consultants agreed to an 8% reduction in annual compensation (\$5,160 annually) from the \$64,500 contract amount, during the COVID pandemic to help the City respond to the financial challenges many jurisdictions were facing. In 2021, a new contract was awarded to Warwick reflecting the 8% reduction for an amount of \$59,340 annually. Last year, Warwick requested and Council approved an increase in the contract amount from the original annual amount to \$70,000 per year. The new contract amount reflected an 8.5% increase from the \$64,500 contract amount that was authorized in 2016.

The aforementioned professional services are highly specialized with very few consultants that are available to provide such services and none with the history and knowledge of the City of Solana Beach and our specific needs. Pursuant to Solana Beach Municipal Code (SBMC) section 3.08.140, because of their unique nature, it is in the best interest of the public, as allowed by state law, that contracts for professional services such as attorneys, planning consultants, public relations consultants, and other professional or consultant services of a similar nature, be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required, negotiated between parties rather than on the basis of cost alone. Warwick Group Consultants, LLC, has demonstrated the competence and qualifications to satisfactorily perform the services at a fair and reasonable price. Furthermore, because of their past experience with the City, these consultants are uniquely qualified to provide the services to the City. Pursuant to SBMC section 3.08.130(D), it would not be in the public's interest to engage alternative consultants.

Staff has prepared a resolution requesting City Council to consider authorizing the City Manager to extend the professional service agreement with Warwick Consulting Group.

CEQA COMPLIANCE STATEMENT:

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

FISCAL IMPACT:

Warwick Group Consultants proposes to continue the aforementioned professional services for an amount not-to-exceed \$70,000 per year.

WORK PLAN:

These efforts will further the implementation of Community Character and Environmental Sustainability Priorities listed in the City's 2023-2024 Work Plan. Those priorities include the ongoing protection of beach sand replenishment projects identified in the Community Character Priority Items A.2, Local Coastal Program; A.3, Beach Sand Replenishment and Retention Program.

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council consider adoption of Resolution 2023-098 (Attachment 1) authorizing the City Manager to extend and amend the Professional Services Agreement with Warwick Consulting Group.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2023-098
2. Professional Services Agreement Extension and Amendment – Warwick Consulting Group

RESOLUTION 2023-098

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, EXTENDING AND AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH WARWICK GROUP CONSULTING

WHEREAS, the Community Development Department is in need of various specialized professional services for City projects; and

WHEREAS, the City has a current contract with Warwick Consulting Group, that may be extended and amended pursuant to the terms of the contract; and

WHEREAS, the City has found that this professional service provider has provided excellent services for many years; and

WHEREAS, pursuant to Solana Beach Municipal Code (SBMC) section 3.08.140, because of their unique nature, it is in the best interest of the public, as allowed by state law, that contracts for professional services such as attorneys, planning consultants, public relations consultants, and other professional or consultant services of a similar nature, be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required, negotiated between parties rather than on the basis of cost alone; and

WHEREAS, Warwick Group Consultants has demonstrated the competence and qualifications to satisfactorily perform the services at a fair and reasonable price. Furthermore, because of their past experience with the City, this consultant is uniquely qualified to provide the services to the City and no other firms possess the necessary history and knowledge of the City's need, and

WHEREAS, pursuant to SBMC section 3.08.130(D), it would not be in the public's interest to engage alternative consultants; and

WHEREAS, the City wishes to extend the existing contract with Warwick Group Consultants, LLC.

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 extend the professional service agreement with Warwick Group Consultants to provide professional services for an amount not to exceed \$70,000 per year.

- 3. That the City Council authorizes the City Manager, in his discretion, to extend all the agreements for four additional one-year terms, at the City's sole option in an amount not to exceed \$70,000 per year.

PASSED AND ADOPTED this 12th day of July, 2023, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



CITY OF SOLANA BEACH

FAX (858) 792-6513 / (858) 755-1782

635 SOUTH HIGHWAY 101 • SOLANA BEACH • CALIFORNIA 92075-2215 • (858) 720-2400

July 12, 2023

Howard Marlowe
Warwick Group Consultants, LLC
1717 K Street, NW, Suite 900
Washington, DC 20006

SUBJECT: PROFESSIONAL SERVICES AGREEMENT EXTENSION # 2

Dear Mr. Marlowe,

Pursuant to Section 2.2 (Extensions) of the Professional Services Agreement (“Agreement”) between the City of Solana Beach (“City”) and Warwick Group Consultants, LLC, at the discretion of the City Manager, the City has the option to extend this Agreement for specialty planning services for four additional one (1) year periods or part thereof. Pursuant to the Agreement, therefore, the City wishes to extend the Agreement for one (1) additional year to June 30, 2024. Further, pursuant to Resolution 2022-084 the City Council authorized a contract amendment to Section 3.1 of the Agreement, for an amount not to exceed Seventy Thousand Dollars (\$70,000).

In executing this Agreement extension, all other provisions of the original Agreement shall remain valid and in full force and effect. Updated insurance coverages are required from the Consultant/Contractor to extend this Agreement. A copy of the City’s insurance requirements is enclosed with this letter.

By signing below, both parties agree to this extension of the Agreement pursuant to the terms stated herein and to those of the original Agreement. The effective date of this extension shall be the signature date of the City Manager.

Gregory Wade, City Manager

Date

Howard Marlowe, (Warwick Group Consultants, LLC)

Date

Approved as to form:

Johanna Canlas, City Attorney

Date

cc: Angela Ivey, City Clerk
Ryan Smith, Finance Director
Joseph Lim, Community Development Director



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 12, 2023
ORIGINATING DEPT: City Manager's Office/City Attorney's Office
SUBJECT: **City Council Consideration of Adoption of Resolution 2023-099 Approving a Response to San Diego County Grand Jury Report "Housing in San Diego County"**

BACKGROUND:

On May 4, 2023, the 2022/2023 San Diego County Grand Jury (Grand Jury) issued a report entitled "Housing in San Diego County" to 18 cities in the County of San Diego, including the City of Solana Beach, as well as the County of San Diego. One of the findings in the report and six of the recommendations apply to the City of Solana Beach, among other governmental entities.

The Grand Jury has required a response to the report from the City. Under the Penal Code, when the Grand Jury requires a response, a public agency has 90 days to file a response to the report with the Superior Court. The City's response is due August 29, 2022.

In response to a grand jury report, the City is required to perform two functions. First, as to those findings that may apply to it, the City must either agree with the finding or disagree with it wholly or partially. If the City disagrees, it has to offer an explanation for the disagreement.

The second obligation is to respond to each recommendation addressed to the City. The City must respond to each relevant recommendation in one of four ways: (1) that the recommendation has already been implemented, with a summary regarding the implemented action; (2) that the recommendation will be implemented, along with a timeline; (3) that the recommendation needs more study, which has to be completed in six months from the report's publication; or (4) that the recommendation will not be implemented because it is unwarranted or unreasonable, with an explanation of why.

CITY COUNCIL ACTION:

The Grand Jury has the authority to compel the City to respond to its report, but it has no authority to make the City follow its policy recommendations. The City's sole responsibility is to file a timely response meeting the criteria listed above.

This item is before City Council to consider adoption of Resolution 2023-099, approving the attached response to the Grand Jury Report and authorize the Mayor and the City Manager to sign the response.

DISCUSSION:

San Diego as a region is failing to build enough housing for its current residents and its future residents. Housing construction requires both available land and available money. However, both have been lacking. The Grand Jury researched this issue by examining how other areas of the State and the United States have attacked the twin problems of the lack of land and money to build housing.

The Grand Jury made the following finding pertaining to the City of Solana Beach:

Finding 03: The following cities did not meet their housing allocations for all income categories: Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, National City, Oceanside, Poway, San Diego, San Marcos, Santee, Solana Beach and Vista.

Since 1969, California has required that all local governments (cities and counties) adequately plan to meet the housing needs of everyone in the community. This process starts with the state determining how much housing at a variety of affordability levels is needed for each region in the state, after which regional governments develop a methodology to allocate that housing need to local governments. This is known as the Regional Housing Need Assessment/Allocation (RHNA). California's local governments then adopt housing plans (called housing elements) as part of their "general plan" (also required by the state) to show how the jurisdiction will meet local housing needs through the promotion and adoption of housing policies and programs that encourage housing development. The City of Solana Beach's Certified 5th Cycle Housing Element met the State criteria that there was sufficient sites and zoning that would allow for the development of more than 375 housing units. The development of these units is dependent upon market trends, funding, available land and economic feasibility as determined by property owners and the development community. While the City agrees with the finding that the amount of development that occurred does not reflect the housing need allocation, the City implemented programs and policies that supported and encourage new housing development. Absent a dependable source of revenue dedicated expressly to the development of housing, local government throughout the state will continue to fall short of meeting their respective housing goals.

The Grand Jury made the following recommendations to the City of Solana Beach:

Recommendation 23-01: Consider, if they have not done so, using specific plans (as defined by the Governor's Office of Planning and Research) to facilitate the permitting and development of housing, particularly affordable housing, in their jurisdictions.

This recommendation has been implemented on the City's own initiative before the Grand Jury Report was issued. The City's Highway 101 Corridor Specific Plan facilitates the permitting and development of housing through mixed use development in Special Commercial and General Commercial zones at a density of 20 units per acre. Additionally, affordable housing is promoted through the City's inclusionary housing requirement of 15% for affordable housing for developments with five or more housing units under Solana Beach Municipal Code Chapter 17.70.

Recommendation 23-02: Consider working with school districts and community college districts within their jurisdictions to identify developable land for housing owned by districts within their boundaries.

The City is unaware of any school properties within its jurisdiction that would be available for housing development within the City and will further study this recommendation.

Recommendation 23-03: Consider working with local religious institutions within their jurisdictions to identify land developable for housing, particularly affordable housing.

The recommendation has already been implemented. The City has had discussions with local religious institutions about housing development on available land owned by religious institutions. Two sites owned by religious institutions (St. James Catholic Parish and Solana Beach Presbyterian) are included in the City's 6th Cycle Certified Housing Element as candidate sites identified for housing development.

Recommendation 23-04: Consider drafting revenue-generating legislation at the jurisdiction level, if feasible and legal e.g., the Seattle Jumpstart Tax. Monies generated by such a tax to fund or assist in funding the construction of housing, particularly affordable housing.

The City does not support this recommendation. A payroll tax is a tax imposed on a business by reason of its employment of labor within a city, measured by the expense incurred in conducting its business within the city, *A.B.C. Distrib. Co. v City & County of San Francisco*, 15 Cal. 3d 566, 574 (1975). Cities may impose this type of payroll tax based on employee gross earnings in the jurisdiction, but it must be meaningfully different than an income tax. In addition, the California Constitution prohibits the City from imposing a payroll tax unless and until that tax is submitted to the electorate and approved by majority vote. Cal. Const. art. XIII C, § 2.

Recommendation 23-05: Consider providing legislative support to re-introducing in the State Legislature SB 1105, or similar legislation, to create a San Diego County agency that could raise revenue for housing.

Solana Beach initially supported SB 1105 as we believed this to address the primary obstacle in development of affordable housing – funding. Despite the City’s initial support, this bill was held by the Assembly Committee in the last Legislative Cycle.

Solana Beach will continue to monitor and evaluate proposed legislation that would provide funding for development of affordable housing.

Recommendation 23-06: Consider providing legislative support to SB 4, which is currently before the legislature. This bill makes it easier to provide affordable housing on land owned by religious institutions.

SB 4 would require that a housing development project be a use by right upon the request of an applicant who submits an application for streamlined approval, on any land owned by an independent institution of higher education or religious institution if the development satisfies specified criteria, including that the development is not adjoined to any site where more than one-third of the square footage on the site is dedicated to industrial use. The bill would require that 100% of the units, exclusive of manager units, in a housing development project eligible for approval as a use by right under these provisions be affordable to lower income households, except that 20% of the units may be for moderate-income households, and 5% of the units may be for staff of the independent institution of higher education or the religious institution that owns the land, provided that the units affordable to lower income households are offered at affordable rent. The bill would authorize the development to include ancillary uses on the ground floor of the development, subject to certain restrictions. It does not appear that there are currently any independent institutions of higher education within the City’s jurisdiction so this bill would only apply to religious institutions in Solana Beach. The recommendation has already been implemented and the City is currently engaged with its lobbyist to assess and consider its official position on this and other housing-related bills.

Recommendation 23-07: Consider requesting proposals for development at the NCTD Coaster Station property to include affordable housing.

The recommendation will not be implemented because the City has no authority to authorize or to issue a request for proposals for development at the NCTD Coaster Station property because that property is owned by NCTD.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT: N/A

OPTIONS:

- Approve Staff recommendation.
- Provide direction.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council consider adoption of Resolution 2023-099, approving the attached response to the Grand Jury Report and authorize the Mayor and the City Manager to sign the response.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. May 4, 2023 San Diego County Grand Jury Report entitled "Housing in San Diego County."
2. Proposed response from the City to the Grand Jury Report entitled "Housing in San Diego County."
3. Resolution 2023-099, approving the response to the Grand Jury Report.



GRAND JURY

County of San Diego
550 Corporate Center
550 W. C Street, Suite 860
San Diego, CA 92101-3513
619-236-2020 FAX 619-338-8127
<http://www.sdcountry.ca.gov/grandjury>

Ed Lopatin, Foreperson

May 4, 2023

CONFIDENTIAL

See Attached Mailing List

Re: Grand Jury Report: "Housing in San Diego County"

Dear Ladies and Gentlemen,

The 2022/2023 San Diego County Grand Jury herewith provides the referenced report for your review and comment to the Presiding Judge of the Superior Court in compliance with the Penal Code of California §933(c). This report was prepared pursuant to §925 and §925(a) of the Penal Code.

In accordance with Penal Code §933.05(f), a copy of this report is being provided to affected agencies at least two working days prior to its public release and after being approved by the Presiding Judge of the Superior Court.

Please note that §933.05(f) specifies that **no officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to its public release.** This report will be filed with the Clerk of the Court and released to the public on May 9, 2023.

Sincerely,

Ed Lopatin, Foreperson
2022/2023 SAN DIEGO COUNTY GRAND JURY

EL:ln

enc.

Attached Mailing List
Housing in San Diego Grand Jury Report

Agency	Name	Address
City of Vista	Amanda Lee, Acting City Manager	200 Civic Center Drive, Vista, CA 92084
City of San Diego	Todd Gloria, Mayor City Councilmembers	202 C St., San Diego, CA 92101 202 C St., San Diego, CA 92101
City of Del Mar	Ashley Jones, City Manager	1050 Camino Del Mar, Del Mar, CA 92014
City of Oceanside	Jonathan Borrego, City Manager	300 N. Coast Hwy. Oceanside, CA 92054
City of Poway	Chris Hazeltine, City Manager	13325 Civic Center Drive, Poway, CA 92074
City of Chula Vista	Maria Kachadoorian, City Manager	276 Fourth Avenue, Chula Vista, CA 91910
City of San Marcos	Jack Griffin, City Manager	1 Civic Center Drive, San Marcos, CA 92069
City of Santee	Marlene Best, City Manager	10601 Magnolia Ave., Santee, CA 92071
City of Encinitas	Pamela Antil, City Manager	505 S. Vulcan Ave., Encinitas, CA 92024
City of Escondido	Sean McGlynn, City Manager	201 North Broadway, Escondido, CA 92025
City of Solana Beach	Greg Wade, City Manager	635 S Highway 101, Solana Beach, CA 92075
City of Carlsbad	Scott Chadwick, City Manager	1200 Carlsbad Village Drive, Carlsbad, CA 92008
City of La Mesa	Greg Humora, City Manager	8130 Allison Ave, La Mesa, CA 91942
City of Coronado	Tina Friend, City Manager	1825 Strand Way, Coronado, CA 92118
City of El Cajon	Graham Mitchell, City Manager	200 Civic Center Way, El Cajon, CA 92020
City of Lemon Grove	Lydia Romero, City Manager	3232 Main St, Lemon Grove, CA 91945
City of Imperial Beach	Tyler Foltz, City Manager	825 Imperial Beach Boulevard, Imperial Beach, CA 91932
City of National City	Brad Raulston, City Manager	1243 National City Blvd, National City, CA 91950
County of San Diego	Helen Robbins-Meyer	1600 Pacific Highway, Room 209, San Diego, CA 92101

HOUSING IN SAN DIEGO COUNTY



*A Report by the
2022/2023 San Diego County Grand Jury
Filed May 9, 2023*

HOUSING IN SAN DIEGO COUNTY

SUMMARY

Housing is a basic need. San Diego as a region is failing to build enough housing for its current residents and its future residents. Housing construction requires both available land and available money. However, both have been lacking.

The 2022/2023 San Diego County Grand Jury (Grand Jury) researched this issue by examining how other areas of the State and the United States have attacked the twin problems of the lack of land and money to build housing. Our recommendations include several of the methods used by others to attack the issue of the lack of housing.

INTRODUCTION

At the October 3, 2022 joint meeting between the City Council of San Diego and the San Diego County Board of Supervisors, Nathan Fletcher made the following comments concerning the lack of affordable housing in San Diego. “We know that housing is foundational to life, it is the most basic thing that you need in order to be able to live a fulfilled and thriving life. We also know that in San Diego County, we have some of the least affordable housing anywhere in the country.”¹

Similarly, Sean Elo-Rivera, City of San Diego City Council President, stated, “Housing is a human right, and we must make this declaration to ensure we as elected leaders and our whole community own our responsibility to take the actions necessary to ensure every San Diegan has a real opportunity to have the decent and stable housing necessary for a dignified and healthy life.”²

The lack of housing, in general and affordable housing, is driving people to leave California or to move outside of San Diego County to lower cost areas of the state.³ The State of California and the San Diego Association of Governments (SANDAG) are pushing for the development of additional housing at all income levels to address these housing concerns.

The Regional Housing Needs Assessment (RHNA) is mandated by State Housing Law as part of the periodic process of updating local housing elements, a part of each jurisdiction's General Plan. RHNA quantifies the need for housing within each jurisdiction during specified 8-year planning periods, referred to as cycles. During the 5th Housing Element cycle (January 1, 2013 to December 31, 2020) the San Diego region was required by the State of California to plan for 161,980 housing units. The 161,980 housing units were divided among the four state-designated

¹https://sdcounty.granicus.com/player/clip/3322?view_id=9&redirect=true&h=58a6fa0cc3586b1b6379baef710e199

²https://sdcounty.granicus.com/player/clip/8560?view_id=3&redirect=true&h=cfa31a51efbf80dcc585603256f24108

³ <https://www.ppic.org/blog/californias-population-shifts-may-lead-to-new-income-divides/#:~:text=People%20leaving%20the%20state%20have,for%20income%20patterns%20across%20California.>

income levels as measured against the Area Median Income (AMI). The income categories and the number of housing units to be planned for were: Very low income (36,450 units), Low income (27,700 units), Moderate income (30,610 units), and Above moderate income (67,220 units)⁴. Please see the Discussion section where income categories are broken down.

However, for the 5th Housing Element Cycle only the City of Lemon Grove of the 19 SANDAG jurisdictions was able to permit enough housing at each of the levels of affordability⁵.

As shown on the Table below all others failed to meet all four of the allocation goals and seven failed to meet any of the four allocation goals.

Jurisdiction	Very low Income (Goal)	Low Income (Goal)	Moderate Income (Goal)	Above Moderate Income (Goal)
Carlsbad	Unmet	Unmet	Unmet	Met
Chula Vista	Unmet	Unmet	Unmet	Met
Coronado	Unmet	Unmet	Unmet	Met
Del Mar	Unmet	Unmet	Met	Met
El Cajon	Unmet	Unmet	Unmet	Unmet
Encinitas	Unmet	Unmet	Unmet	Met
Escondido	Unmet	Unmet	Unmet	Unmet
Imperial Beach	Unmet	Unmet	Unmet	Met
La Mesa	Unmet	Unmet	Unmet	Met
Lemon Grove	Met	Met	Met	Met
National City	Unmet	Unmet	Unmet	Unmet
Oceanside	Unmet	Unmet	Unmet	Unmet
Poway	Unmet	Met	Unmet	Unmet
San Diego	Unmet	Unmet	Unmet	Met
San Marcos	Unmet	Unmet	Unmet	Met
Santee	Unmet	Unmet	Unmet	Unmet
Solana Beach	Unmet	Unmet	Unmet	Unmet
Vista	Unmet	Unmet	Unmet	Met
San Diego County	Unmet	Unmet	Unmet	Unmet

In recognition that San Diego County is failing to provide enough housing for its current and future citizens, the Grand Jury decided to look at the failure of the cities and County to meet their Regional Housing Needs Allocation goals and evaluate steps that could be taken to increase the regional housing stock. This is particularly timely as we have entered the Sixth RHNA Cycle (June 30, 2020 to April 15, 2029). During this period the region needs to plan for an increase of approximately 10,000 housing units over the Fifth Cycle totaling 171,685 units. Again, the

⁴“5th Cycle Regional Housing Needs Assessment (RHNA) Fact Sheet” SANDAG, no date,

⁵ ibid

171,685 housing units were divided among the four income levels: (Very low 42,332), Low (26,627), Moderate (29,732), and Above moderate (72,992).⁶

METHODOLOGY

The Grand Jury interviewed and requested information from staff from San Diego County and the 18 cities that comprise SANDAG:

- County of San Diego
- Carlsbad
- Chula Vista
- Coronado
- Del Mar
- El Cajon
- Encinitas
- Escondido
- Imperial Beach
- La Mesa
- Lemon Grove
- National City
- Oceanside
- Poway
- San Diego
- San Marcos
- Santee
- Solana Beach
- Vista

The Grand Jury researched and reviewed these documents:

- SANDAG 5th Cycle Regional Housing Needs Assessment (RHNA), Fact Sheet
- SANDAG Regional Housing Needs Assessment Plan, Fifth Housing Element Cycle, Planning for Housing in the San Diego Region, 2010-2020
- An Audit Report prepared for the California State Auditor in relation to the audit ordered by the Joint Legislative Audit Committee.
- The Planner's Guide to Specific Plans
- SANDAG Pro-Housing Best Practices for the San Diego Region
- SANDAG Capital Mapping for the San Diego Region
- SANDAG 6th Cycle Regional Housing Needs Assessment (RHNA), Fact Sheet
- Appeals and Responses to Appeals by the Cities of Coronado, Lemon Grove, Solana Beach, and Imperial Beach regarding the Sixth Cycle RHNA allocations
- The Housing Elements from each of the 19 jurisdictions that comprise SANDAG.

⁶ <https://www.sandag.org/-/media/SANDAG/Documents/PDF/projects-and-programs/regional-initiatives/housing-land-use/regional-housing-needs-assessment/6th-cycle-regional-housing-needs-assessment-methodology-2019-11-22.pdf>

The Grand Jury also reviewed the following California statutes regarding housing including:

- The Sustainable Communities and Climate Protection Act (SB375)
- The Housing Accountability Act of 1982 and subsequent amendments (SB 167), (AB678), (AB 1515), (AB 3194), (SB 330)
- Changes to Local Planning (AB1397)
- Housing Crisis Act of 2019 (SB330)
- Streamlined Affordable Housing Act (SB35)
- Surplus Land Act (AB1486)
- Housing on Educational Properties (AB2295)

DISCUSSION

The Regional Housing Needs Assessment Process

Since 1969, every eight years, the State of California has required all local governments (cities and counties) to plan to meet the housing needs of everyone in the community.⁷ This planning process ends with the creation of the Regional Housing Needs Allocation or RHNA. The process has four main components⁸:

- RHNA Determination – As a first step, the California Department of Finance projects future population and household formation within the state over an eight-year period. Then, the California Department of Housing and Community Development (HCD), in consultation with the local lead agency, projects the regionwide housing need. SANDAG is the local lead agency for San Diego County. The projections are based on vacancy rates, household size, and other factors. The housing need is subdivided into four income categories based on the Average Median Income (AMI). For San Diego County, in 2022 the AMI was \$106,900 for a family of four.⁹ The categories are: Very low (<50% of AMI), Low (50 to 80% of AMI), Moderate (80 to 120% of AMI), and Above moderate (>120% AMI).
- RHNA Plan Methodology – SANDAG and the 18 cities and the County of San Diego prepare a methodology that distributes the RHNA Determination to each city and the County. The plan is required to advance state objectives such as Senate Bill 375¹⁰ which requires consistency between the RHNA Plan and the development pattern of the Sustainable Communities Strategy (SCS). SB 375 also requires that the SCS land use pattern, and the RHNA, aid in meeting the greenhouse gas (GHG) reduction targets set by the California Air Resources Board.
- RHNA Plan Allocation – Using the RHNA Plan methodology, a specific number of housing units are allocated to each city and the County; in each of the four income categories.

⁷ <https://www.hcd.ca.gov/planning-and-community-development/regional-housing-needs-allocation>

⁸ <https://www.sandag.org/-/media/SANDAG/Documents/PDF/projects-and-programs/regional-initiatives/housing-land-use/regional-housing-needs-assessment/6th-cycle-regional-housing-needs-assessment-fact-sheet-2020-02-01.pdf>

⁹ <https://www.sandiegocounty.gov/sdhcd/rental-assistance/income-limits-ami/>

¹⁰ https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=200720080SB375

- Housing Element Updates – For the final step, each city and the County are required to update their Housing Element to meet their allocations¹¹. The Housing Element is that part of the General Plan that lays out how the city and the County will meet their allocations. The Housing Element includes an inventory of sites for development at each of the four income levels. If necessary, it also identifies sites that could be rezoned to accommodate shortfalls in the number of sites identified vs the number of sites allocated. Once completed and approved by the jurisdiction’s political leaders, the Housing Elements are reviewed by HCD for conformance with State laws and mandates. In most cases the HCD will require revisions to bring it into compliance with State laws and mandates.

Failure to get HCD approval of its Housing Element opens a local government to a number of potential penalties including exposure to litigation from housing rights organizations, developers and HCD itself, loss of its ability to issue permits and control development in its jurisdiction, financial penalties including fines of up to \$100,000/month, and court ordered receivership to bring the jurisdiction’s Housing Element into substantial compliance with HCD¹².

Cities and Planning for Housing

In 2012, the State of California dissolved redevelopment agencies. Before that, local governments often had used redevelopment money to acquire land and develop housing on their own or to assist private developers in creating housing. Instead, cities and the County now use other planning techniques to increase opportunities for the private sector to develop housing in general and affordable housing.

The State of California already has many laws in place to encourage the development of housing. Several local governments have gone above the State minimum requirements to encourage the development of housing. Some examples include:

- Poway is planning to include incentives for deed-restricting Accessory Dwelling Units (ADUs; aka “Granny Flats”) and put into place allowances for larger ADUs (up to 1,500 square feet) to meet the needs of larger low-income households.¹³
- Encinitas¹⁴ and the County of San Diego¹⁵ have Permit Ready ADU plans for residents to use in planning and developing ADUs.
- Del Mar, similar to Poway, allows construction of a larger ADU on a lot if the unit is deed restricted to low-income renters¹⁶.

¹¹ https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB1398

¹² <https://abag.ca.gov/sites/default/files/documents/2021-06/Consequences%20of%20Non-Compliance%20with%20Housing%20Laws.pdf>

¹³ <https://www.poway.org/DocumentCenter/View/8172/Draft-Poway-2020-2029-Housing-Element-Update?bidId=>

¹⁴ <https://encinitasca.gov/pradu>

¹⁵ https://www.sandiegocounty.gov/content/sdc/pds/bldg/adu_plans.html

¹⁶ https://www.delmar.ca.us/DocumentCenter/View/8445/04_Housing-Plan

- Santee passed Ordinance 592 enacting the Essential Housing program to boost housing production and improve housing affordability by expediting and incentivizing the construction of new housing. It allows certain housing developments to be approved ministerially (essentially over the counter), if they meet specific criteria.¹⁷ Under the ordinance the Planning Director has 30 days to review the application and if it meets the criteria.¹⁸
- San Diego County encourages the development of ADUs in unincorporated areas by waiving building permit fees, onsite wastewater fees, development impact fees, park fees, traffic impact fees, and drainage fees.¹⁹

City of Lemon Grove

As noted, the City of Lemon Grove successfully met their RHNA housing allocations for each of the income categories identified by SANDAG in the Fifth RHNA Cycle²⁰. The city benefited from having the Citronica development (an affordable housing development) in the planning process prior to the beginning of the Fifth Cycle.

Additionally, Lemon Grove implemented zoning changes (raising height limits, increasing density) and amended its Downtown Specific Plan to include more housing. Each of these measures helped the city to meet its allocations in the other income categories. Lemon Grove also benefited as a developer came in and developed one of the last large vacant tracts of land within the city during the Fifth RHNA cycle.

Specific Plans

Per the Governor’s Office of Planning and Research (OPR),²¹ a specific plan addresses development at a defined area within a city or county’s boundaries. Specific plans may be general and set forth broad policy concepts, or they may be detailed and give direction for every facet of development including the type, location, and intensity of uses. Specific plans can also give design guidelines for subdivisions and for infrastructure in the area. One of the benefits of creating a specific plan is that it can be used to streamline development by providing a framework for development and complying with California Environmental Quality Act guidelines.

Several cities, besides Lemon Grove, have successfully used specific plans to promote the development of housing, particularly in areas near mobility hubs. Per SANDAG, a mobility hub is a community with high concentration of people, destinations, and travel choices²². El Cajon and Chula Vista are just two of the many cities in the County that have used specific plans to encourage housing development.

¹⁷ <https://www.sandiegocounty.gov/content/dam/sdc/pds/gpupdate/06-Housing-Element-2021.pdf>

¹⁸ <https://www.cityofsanteeca.gov/services/development-services/planning-and-zoning-services/essential-housing-program>

¹⁹ County of San Diego, 6th Cycle Housing Element Update, County of San Diego General Plan, July 14, 2021

²⁰ <https://www.sandiegocounty.gov/content/dam/sdc/pds/gpupdate/06-Housing-Element-2021>

²¹ <https://californiareleaf.org/wp-content/uploads/2019/06/OPR-A-Planners-Guide-to-Specific-Plans.pdf>

²² https://sandag.org/~/link.aspx?_id=7C64D5A105C14CE6873837EB99A5E5F1&_z=z

El Cajon adopted a Transit District Specific Plan (TDSP)²³ to transform the area around the El Cajon Transit Center. Among the key goals of the TDSP are to: “Establish a mix of transit-supportive land uses that increase housing opportunities and enhances transit ridership; Improve the safety and comfort of the mobility corridors for pedestrians and bicyclists to increase the number of trips made by foot and bicycle to and from the transit station; Spur revitalization of the area through public and private investment; Highlight neighborhood identity; and Remove barriers to smart growth development.”

Chula Vista adopted the Palomar Gateway Plan for the portion of the city near the intersection of Palomar Street and Interstate Highway 5.²⁴ According to the City of Chula Vista Plan, the goal of the Palomar Gateway Specific plan is to provide additional housing and mixed-use development (residential and commercial) that take advantage of having a major transit station within walking distance.

Housing Bonds Issued by Local and Regional Governments

As noted earlier, a major impediment to creating additional housing has been the lack of money formerly available from redevelopment agencies. As a result, some local and regional governments elsewhere in California have either issued or are planning to issue bonds to assist in the development of affordable housing. Some examples are listed below.

In November 2016, Santa Clara County voters approved Measure A, to raise \$950 million for the construction of affordable housing²⁵. According to the County of Santa Clara, Office of Supportive Housing, Measure A was intended to: increase the scope and breadth of supportive housing for special needs populations, including homeless and chronically homeless persons; increase the supply of housing that is affordable to extremely low-income households; and improve coordination and collaboration among the County, the cities, other governmental agencies, and the affordable housing community.

As of June 2022, Measure A funding has been used to create over 4,000 new apartments, pay for the renovation of nearly 700 housing units, assist with the construction of 47 housing developments, and assisted over 200 families to finance their first homes²⁶.

In 2019, the California legislature enacted AB 1487 that, with the governor’s signature, created the Bay Area Housing Finance Authority (BAHFA). According to the Legislative Analyst: “One of the authority’s major purposes was to raise, administer, and allocate funding for affordable housing in the San Francisco Bay area.”²⁷ The bill specifically authorized BAHFA to: “...among other things, **raise and allocate new revenue, incur and issue bonds and other indebtedness,**

²³ <https://www.elcajon.gov/home/showpublisheddocument/18727/638061165873470000>

²⁴ <https://www.chulavistaca.gov/home/showpublisheddocument/7356/635579674066370000>

²⁵ <https://osh.sccgov.org/housing-community-development/2016-measure-affordable-housing-bond>

²⁶ <https://osh.sccgov.org/housing-community-development/2016-measure-affordable-housing-bond/2016-measure-housing-bond>

²⁷ https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201920200AB1487

and allocate funds to the various cities, counties, and other public agencies and affordable housing projects within its jurisdiction to finance affordable housing development projects, preserve and enhance existing affordable housing, and fund tenant protection programs.” (NOTE: Bolding by Grand Jury).

In 2022, the legislature enacted SB 679 that, with the governor’s signature, created the Los Angeles County Affordable Housing Solutions Agency²⁸. According to the Legislative Analyst: “This bill would authorize the agency to, among other things, **raise and allocate new revenue, incur and issue bonds and other indebtedness**, and place on the ballot in Los Angeles County, including all of its incorporated cities, funding measures...”(NOTE: Bolding by Grand Jury).

Last legislative session, California State Senator Ben Hueso, representing San Diego and Imperial Counties, introduced SB 1105, “The San Diego Regional Equitable and Environmentally Friendly Housing Act”²⁹. This bill, which did not make it out of committee, would have established the San Diego Regional Equitable and Environmentally Friendly Affordable Housing Agency. This bill was aimed at increasing housing supply in San Diego County by providing funding and technical assistance for housing projects and programs, equitable housing preservation, and rental protection programs. The bill would have authorized the agency to raise money either by taxes and fees of various kinds or by **issuing revenue bonds** (NOTE: Bolding by Grand Jury).

Taxes and Fees Used to Further Housing Development

Another way some local governments have raised money for housing development is by increasing taxes and fees on businesses and developers. Some recent examples from around the United States and locally are:

In 2021, the City of Seattle implemented a payroll expense tax to help fund housing in the city. According to the Seattle’s website, in 2022 the payroll expense tax is required of businesses with \$7,386,494 or more of payroll expense in Seattle in 2021, and compensation in Seattle for the current calendar year (2022) paid to at least one employee whose annual compensation is \$158,282 or more.³⁰

According to the City of Seattle, Department of Finance and Administrative Services, there were over 500 firms paying this tax.³¹ Per a recent news article from a Seattle area newspaper the tax brought in approximately \$231 million in its first year.³² Sixty-two percent of the revenues from the City of Seattle payroll tax are dedicated to the construction of affordable housing³³.

²⁸ https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB679

²⁹ https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB1105

³⁰ <https://www.seattle.gov/city-finance/business-taxes-and-licenses/seattle-taxes/payroll-expense-tax>

³¹ City of Seattle, Department of Finance and Administrative Services, email, December 21, 2022

³² <https://www.seattletimes.com/seattle-news/seattles-jumpstart-tax-on-big-businesses-salaries-upheld-by-wa-court/>

³³ https://library.municode.com/WA/seattle/codes/municipal_code?nodeId=TIT5REFITA_SUBTITLE_IITA_CH5.38PA_EXTA_5.38.050ALAP

The City of San Diego, among other local jurisdictions, charges a fee (the Housing Impact Fee) on commercial developments within the city. The fees are deposited into the City's Affordable Housing Fund. The San Diego Housing Commission (SDHC) administers the Affordable Housing Fund, which helps meet the housing needs of the City's very low, low, and median income households. According to the SDHC website,³⁴ the Commission controls nearly 600 properties that include over 24,000 affordable units.

Workforce Housing for Personnel in Education

A recent report by cityLAB³⁵, the research and design center of Architecture and Urban Design at UCLA, suggested that schools may be a large potential source of land for housing. cityLAB noted in their report that on many campuses, prime sites for affordable housing development include parking lots, portable classrooms, or derelict buildings.

In 2016, the California legislature enacted, and the governor signed, SB 1413.³⁶ The Act authorized a school district to establish and implement programs to address the affordable housing needs of teachers and school district employees. In 2019, the California legislature enacted, and the governor signed, AB 1719, extending this program to community college districts.³⁷

In California, there are already some examples of school and university districts developing workforce housing for educational staff. For example, in 2001 the Santa Clara Unified School District constructed the 40-unit Casa Del Maestro Apartment Complex for District teachers³⁸.

This program was so successful that an additional 30 units were constructed in 2006. The 70 units are rented at below market rate (80%)³⁹. The Casa Del Maestro Apartment Complex is located on a school site and includes 1 and 2-bedroom units with a one car garage. Teachers can sign up for the waiting list if they are within their first 10 years of employment with the District.

In 2019, San Francisco voters passed Proposition E, the Affordable Housing and Educator Housing proposition⁴⁰. The first project to be built under Proposition E is the Shirley Chisholm Village.⁴¹ It is currently under construction on a property formerly used by the school district for storage and will provide new homes for San Francisco Unified School District (SFUSD) educators and employees at a variety of income levels.

³⁴<https://public.tableau.com/app/profile/san.diego.housing.commission.sdhc/viz/CityofSanDiegoAffordableHousingOverview/AffordableHousingOverview>

³⁵ <https://www.csba.org/-/media/CSBA/Files/Advocacy/LegislativeAdvocacy/ResearchReport.ashx?la=en&rev=2d0b1e2e409f4dc6b3177338d016cbb1>

³⁶ https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB1413

³⁷ https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB1719

³⁸ <https://www.santaclarasud.org/Page/3537>

³⁹ *ibid*

⁴⁰ <https://selelections.sfgov.org/november-5-2019-election-results-summary>

⁴¹ <https://www.scv-midpen.com/>

The University of California at Irvine (UCI) also provides educational workforce housing. The Irvine Campus Housing Authority (ICHA⁴²) was created to develop and maintain University Hills, a for-sale and rental housing community on the UCI campus. The goal was to provide affordable housing to eligible full-time UCI employees. The community has four apartment communities, two condominium associations, townhomes, paired homes, single family detached homes and a few custom homes.

The San Diego Unified School District (SDUSD) was able to pass Proposition U at the last election. Under Proposition U, SDUSD is planning a program for educator workforce housing.⁴³ No others among the public school districts, community colleges, and universities in San Diego County have a similar program. However, we note that the City of Poway does give preference to Poway Unified School District (PUSD) employees when affordable housing becomes vacant in city-owned housing units. According to the Draft Housing Element, the city is to: “Support the Poway Unified School District by coordinating affordable housing activities with the school district.”⁴⁴

Transit Agencies and Housing

According to the websites of the two major transit agencies in San Diego County, North County Transit District (NCTD) and Metropolitan Transit System (MTS), both are actively involved in furthering development at properties they own or control.

As of November 2022, the NCTD website lists five projects that are in the process of planning or are actively in the development phase⁴⁵. These include developments at the Oceanside and Escondido Transit Centers, two Coaster Stations in Carlsbad, and at seven Sprinter Station Parking lots. In the last two decades, NCTD had attempted twice to work with the City of Solana Beach to develop the property it owns there. However, neither effort was successful.^{46, 47}

Similarly, MTS’s website identifies a number of properties throughout their system available for joint development opportunities.⁴⁸ MTS is also currently actively involved in developing affordable housing at its Beyer Boulevard Trolley Station, in south San Diego, in conjunction with Affirmed Housing, an affordable housing developer.⁴⁹

Religious Institutions and Housing

Another potential source of land that could be available for housing are religious institutions. A local non-profit, Yes in God’s Backyard San Diego (YIGBY San Diego), is seeking to work with faith communities to build affordable housing in the San Diego Region. According to their

⁴² <https://icha.uci.edu/about-university-hills/>

⁴³ <https://www.sdvote.com/content/dam/rov/en/sb/SB-ENG-625.pdf#page=128>

⁴⁴ City of Poway, Draft Housing Element 2020-2029, July 2021.

⁴⁵ <https://gonctd.com/real-estate-redevelopment/>

⁴⁶ San Diego Union-Tribune, “Solana Beach council to discuss sand, train station project,” January 20, 2007

⁴⁷ Del Mar Times, “Solana Beach council shown top design for train station,” October 5, 2016

⁴⁸ <https://www.sdmts.com/business-center/real-estate>

⁴⁹ <https://www.sdmts.com/inside-mts/media-center/news-releases/mts-approves-new-affordable-housing-development-south-bay>

website, they are pushing to develop 3,000 housing units on land owned or controlled by religious institutions here in San Diego by 2025. They state, “Our vision is to be a resource to faith communities that want to use their surplus land to develop much needed affordable housing in the San Diego region. Our approach is to help congregations create a triple bottom line where they are providing mission driven housing solutions, using environmentally sustainable materials and contributing to their own financial well-being.”⁵⁰

Locally, YIGBY San Diego and the Bethel AME Church in San Diego are moving ahead to build a transit-oriented development with 26 one-bedroom apartments on church property at Imperial Avenue and 32nd Street.⁵¹

State Senator Scott Wiener of San Francisco recently introduced SB 4. This bill would reduce barriers that religious and nonprofit organizations often face when planning multi-family housing projects on their properties.^{52 53} It also allows this to occur even if local zoning prevents this.

According to a recent study by the Turner Center for Housing Innovation at UC Berkeley,⁵⁴ there are nearly 40,000 acres of land controlled by religious institutions throughout the State of California that could be developed for affordable housing. Similar to school districts, areas that could be developed include parking lots and surplus land owned or controlled by the religious institutions.

In a public comment on the City of Solana Beach’s Housing Element, St. James Catholic Parish, noted that they had “been working with the San Diego chapter of Catholic Charities in identifying potential uses for available land we possess at the south end of our property. We would like to go on record expressing an interest in developing this land for public benefit, specifically housing to support low-income individuals. Please consider including this intention in your Housing Element Update.”⁵⁵

FACTS AND FINDINGS

Finding 01: The City of Lemon Grove met its housing allocation for all the income categories identified by SANDAG in the Fifth RHNA Cycle.

Finding 02: The County of San Diego failed to meet their housing allocation for all income levels.

⁵⁰ <https://yigby.org/about-yigby/#top>

⁵¹ San Diego Union-Tribune, Michael Smolens Column: “Effort to ease housing construction on church land gets a new life,” December 21, 2022

⁵² <https://sd11.senate.ca.gov/legislation>

⁵³ https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240SB4

⁵⁴ <https://turnercenter.berkeley.edu/research-and-policy/faith-based-housing-development>.

⁵⁵ https://www.cityofsolanabeach.org/sites/default/files/Solana%20Beach/Community%20Development/Housing%20Element%20Update/Solana%20Beach%20Housing%20Element%20Update_February2023_Clean.pdf

Finding 03: The following cities did not meet their housing allocations for all income categories: Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, National City, Oceanside, Poway, San Diego, San Marcos, Santee, Solana Beach and Vista.

Finding 04: The San Diego region failed to meet its housing allocations for each of the income categories identified by SANDAG in the Fifth RHNA Cycle.

Fact: In 2018, the City of El Cajon implemented its Transit District Specific Plan to transform the area around the El Cajon Transit Center and increase the housing stock in that area.

Fact: In 2013, the City of Chula Vista initiated its Palomar Gateway Specific Plan with the goal of providing housing and mixed-use development near the Palomar Street trolley station.

Finding 05: Specific plans are useful tools in spurring development, including housing development, and have been used by El Cajon and Chula Vista among others.

Fact: In November 2016, Santa Clara County voters approved Measure A – the \$950 million affordable housing bond measure.

Fact: As of June 2022, Santa Clara County’s Measure A funding has been used to create new apartments and housing developments, pay to renovate housing, and allocate money to a first-time homebuyer program.

Fact: In 2019 the Bay Area Financing Housing Authority was authorized for the San Francisco Bay Area with the express intention of raising money to finance development of additional housing throughout the San Francisco Bay Area.

Fact: In 2022 the Los Angeles County Affordable Housing Solutions agency was formed with ability to raise money to finance development of additional housing throughout Los Angeles.

Fact: The City of Seattle recently implemented a payroll tax on select companies. This year companies with sales of more than \$7,386,494 per year are taxed on the number of employees making more than \$158,282 per year. Over 500 companies paid the tax.

Fact: Currently, the City of San Diego levies a Housing Impact Fee on commercial development and the funds levied are deposited into the City’s Affordable Housing Fund. Monies in that fund are used by the San Diego Housing Commission to develop its programs for affordable housing development, housing vouchers, etc.

Fact: In California, Santa Clara County and the San Francisco Bay and Los Angeles areas are using or are planning to use the financing authority given to them to fund the current and future development of affordable housing.

Fact: Housing impact fees are used to generate funds for affordable housing by the City of San Diego.

Fact: In Seattle, the City is using its authority to levy taxes to fund the current and future development of affordable housing.

Fact: cityLAB identified school districts as government entities that have land available for construction of affordable housing, particularly for employees of the district.

Fact: SFUSD identified underutilized land it owned and is developing it, in conjunction with the City of San Francisco, into a residential community with housing set aside for district employees.

Fact: The Santa Clara School District constructed workforce housing for its personnel more than a decade ago.

Fact: The University of California at Irvine developed housing on the campus for full-time university employees and their families.

Fact: North County Transit District is making surplus land available for development at several locations under its ownership or control.

Fact: North County Transit District recently agreed to develop land it controls, in conjunction with a developer, for a mixed-use development at the Oceanside Transit Center. The development is to include affordable housing.

Fact: The Metropolitan Transit System has identified surplus land available for development at several locations under its ownership or control.

Fact: The Metropolitan Transit System is working with a housing developer to construct affordable housing at its Beyer Boulevard Trolley Station.

Fact: YIGBY San Diego, a local group, is working with religious institutions in the San Diego region to develop affordable housing on land owned or controlled by those institutions.

Fact: YIGBY San Diego is working with Bethel AME church, to build an affordable housing development for veterans in the City of San Diego.

Fact: The Turner Center of Housing Innovation identified religious institutions as potentially having land available for construction of affordable housing.

Finding 06: Both transit agencies in San Diego County (NCTD and MTS) have made land available for development and are actively developing projects that include housing, among other uses.

RECOMMENDATIONS

The 2022/2023 San Diego County Grand Jury recommends that the Chief Administrative Officer of the County of San Diego, the Mayor and City Council for the City of San Diego, and the City Managers of the cities of Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Marcos, Santee, Solana Beach, and Vista:

- 23-01: Consider, if they have not done so, using specific plans (as defined by the Governor's Office of Planning and Research) to facilitate the permitting and development of housing, particularly affordable housing, in their jurisdictions.
- 23-02: Consider working with school districts and community college districts within their jurisdictions to identify developable land for housing owned by districts within their boundaries.
- 23-03: Consider working with local religious institutions within their jurisdictions to identify land developable for housing, particularly affordable housing.
- 23-04: Consider drafting revenue-generating legislation at the jurisdiction level, if feasible and legal e.g., the Seattle Jumpstart Tax. Monies generated by such a tax to fund or assist in funding the construction of housing, particularly affordable housing.

The 2022/2023 San Diego County Grand Jury recommends that the Chief Administrative Officer of the County of San Diego, Mayor and City Council of the City of San Diego, and the City Managers of the cities of Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Marcos, Santee, Solana Beach, and Vista:

- 23-05: Consider providing legislative support to re-introducing in the State Legislature SB 1105, or similar legislation, to create a San Diego County agency that could raise revenue for housing.
- 23-06: Consider providing legislative support to SB4, which is currently before the legislature. This bill makes it easier to provide affordable housing on land owned by religious institutions.

The 2022/2023 San Diego County Grand Jury recommends that City Manager of the city of Solana Beach:

23-07: Consider requesting proposals for development at the NCTD Coaster Station property to include affordable housing.

The 2022/2023 San Diego County Grand Jury recommends that the Chief Administrative Officer of the County of San Diego and the City Managers of the cities of Escondido, San Marcos, Vista, Oceanside, and Carlsbad:

23-08: Continue working with the North County Transit to identify land suitable for development of housing, particularly affordable housing, at major transit stops including Coaster and Sprinter train and bus lines as appropriate.

The 2022/2023 San Diego County Grand Jury recommends that the Chief Administrative Officer of the County of San Diego and the City Managers of the cities of El Cajon, La Mesa, Lemon Grove, National City, and Chula Vista:

23-09: Continue working with the Metropolitan Transit District to identify land suitable for development of housing, particularly affordable housing, at major transit stops including trolley and bus lines as appropriate.

REQUIREMENTS AND INSTRUCTIONS

The California Penal Code §933(c) requires any public agency which the Grand Jury has reviewed, and about which it has issued a final report, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the agency. Such comment shall be made *no later than 90 days* after the Grand Jury publishes its report (filed with the Clerk of the Court); except that in the case of a report containing findings and recommendations pertaining to a department or agency headed by an elected County official (e.g. District Attorney, Sheriff, etc.), such comment shall be made *within 60 days* to the Presiding Judge with an information copy sent to the Board of Supervisors.

Furthermore, California Penal Code §933.05(a), (b), (c), details, as follows, the manner in which such comment(s) are to be made:

- (a) As to each grand jury finding, the responding person or entity shall indicate one of the following:
 - (1) The respondent agrees with the finding
 - (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.
- (b) As to each grand jury recommendation, the responding person or entity shall report one of the following actions:
 - (1) The recommendation has been implemented, with a summary regarding the implemented action.

- (2) The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
 - (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the grand jury report.
 - (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.
- (c) If a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the Board of Supervisors shall respond if requested by the grand jury, but the response of the Board of Supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

Comments to the Presiding Judge of the Superior Court in compliance with the Penal Code §933.05 are required from the:

Responding Agency	Recommendations	Date
Chief Administrative Officer, County of San Diego	23-01 through 23-06, 23-08 through 23-09	8/9/2023
Mayor, City of San Diego	23-01 through 23-06	8/9/2023
City Council, City of San Diego	23-01 through 23-06	8/9/2023
City Manager, City of Carlsbad	23-01 through 23-06, 23-08	8/9/2023
City Manager, City of Chula Vista	23-01 through 23-06, 23-09	8/9/2023
City Manager, City of Coronado	23-01 through 23-06	8/9/2023
City Manager, City of Del Mar	23-01 through 23-06	8/9/2023
City Manager, City of El Cajon	23-01 through 23-06, 23-09	8/9/2023
City Manager, City of Encinitas	23-01 through 23-06	8/9/2023
City Manager, City of Escondido	23-01 through 23-06, 23-08	8/9/2023
City Manager, City of Imperial Beach	23-01 through 23-06	8/9/2023

<u>Responding Agency</u>	<u>Recommendations</u>	<u>Date</u>
City Manager, City of La Mesa	23-01 through 23-06, 23-09	8/9/2023
City Manager, City of Lemon Grove	23-01 through 23-06, 23-09	8/9/2023
City Manager, City of National City	23-01 through 23-06, 23-09	8/9/2023
City Manager, City of Oceanside	23-01 through 23-06, 23-08	8/9/2023
City Manager, City of Poway	23-01 through 23-06	8/9/2023
City Manager, City of San Marcos	23-01 through 23-06, 23-08	8/9/2023
City Manager, City of Santee	23-01 through 23-06	8/9/2023
City Manager, City of Solana Beach	23-01 through 23-07	8/9/2023
City Manager, City of Vista	23-01 through 23-06, 23-08	8/9/2023



July 12, 2023

VIA U.S. MAIL

Honorable Michael T. Smyth
Presiding Judge
Superior Court of California, San Diego County
Central Courthouse
1100 Union Street, Tenth Floor
San Diego, CA 92101

SUBJECT: Response to Grand Jury Report: “Housing in San Diego County”

Dear Judge Smyth:

In accordance with Penal Code § 933 et seq., the City of Solana Beach hereby responds to one finding and six recommendations set forth in the 2022/2023 Grand Jury Report: Housing in San Diego County (the “Grand Jury Report”). The finding and recommendations of the Grand Jury have been copied verbatim from the Grand Jury Report below for ease of reference and response.

FINDINGS

Grand Jury Finding 03. The following cities did not meet their housing allocations for all income categories: Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, National City, Oceanside, Poway, San Diego, San Marcos, Santee, Solana Beach and Vista.

City of Solana Beach’s Response to Finding 03. Since 1969, California has required that all local governments (cities and counties) adequately plan to meet the housing needs of everyone in the community. This process starts with the state determining how much housing at a variety of affordability levels is needed for each region in the state, and then regional governments developing a methodology to allocate that housing need to local governments. This is known as the Regional Housing Need Assessment/Allocation (RHNA). California’s local governments then adopt housing plans (called housing elements) as part of their “general plan”



(also required by the state) to show how the jurisdiction will meet local housing needs through the promotion and adoption of housing policies that encourage housing development. The City of Solana Beach's Certified 5th Cycle Housing Element met the State criteria that there was sufficient sites and zoning that would allow for the development of more than 375 housing units. The development of these units is dependent upon market trends, funding, available land and economic feasibility as determined by the development community. While the City agrees with the finding that the amount of development that occurred does not reflect the housing need allocation, the City implemented programs and policies that supported and encourage new housing development. Absent a dependable source of revenue dedicated expressly to the development of housing, local government throughout the state will continue to fall short of meeting their respective housing goals.

RECOMMENDATIONS

Grand Jury

Recommendation 23-01. Consider, if they have not done so, using specific plans (as defined by the Governor's Office of Planning and Research) to facilitate the permitting and development of housing, particularly affordable housing, in their jurisdictions.

City of Solana Beach's Response To

Recommendation 23-01. This recommendation has been implemented on City's own initiative before the Grand Jury Report was issued. The City's Highway 101 Corridor Specific Plan facilitates the permitting and development of housing through mixed use development in Special Commercial and General Commercial zones at a density of 20 units per acre. Additionally, affordable housing is promoted through the City's inclusionary housing requirement of 15% for affordable housing for developments with five or more housing units under Solana Beach Municipal Code Chapter 17.70.

Grand Jury

Recommendation 23-02. Consider working with school districts and community college districts within their jurisdictions to identify developable land for housing owned by districts within their boundaries.

***City of Solana Beach's
Response To***

Recommendation 23-02. The City is unaware of any school properties within its jurisdiction that would be available for housing development within the City and will further study this recommendation.

Grand Jury

Recommendation 23-03. Consider working with local religious institutions within their jurisdictions to identify land developable for housing, particularly affordable housing.

***City of Solana Beach's
Response To***

Recommendation 23-03. The recommendation has already been implemented. The City has had discussions with local religious institutions about housing development on available land owned by religious institutions. Two sites owned by religious institutions (St. James Catholic Parish and Solana Beach Presbyterian) are included in the City's 6th Cycle Certified Housing Element as candidate sites identified for housing development.

Grand Jury

Recommendation 23-04. Consider drafting revenue-generating legislation at the jurisdiction level, if feasible and legal e.g., the Seattle Jumpstart Tax. Monies generated by such a tax to fund or assist in funding the construction of housing, particularly affordable housing.

***City of Solana Beach's
Response To***

Recommendation 23-04. The city does not support this recommendation. A payroll tax is a tax imposed on a business by reason of its employment of labor within a city, measured by the expense incurred in conducting its business within the city. *A.B.C. Distrib. Co. v City & County of San Francisco*, 15 Cal. 3d 566, 574 (1975). Cities may impose this type of payroll tax based on employee gross earnings in the jurisdiction, but it must be meaningfully different than an income tax. In addition, the California Constitution prohibits the City from imposing a payroll tax



unless and until that tax is submitted to the electorate and approved by majority vote. Cal. Const. art. XIII C, § 2.

Grand Jury

Recommendation 23-05. Consider providing legislative support to re-introducing in the State Legislature SB 1105, or similar legislation, to create a San Diego County agency that could raise revenue for housing.

***City of Solana Beach's
Response To***

Recommendation 23-05. Solana Beach initially supported SB 1105 as we believed this to address the primary obstacle in development of affordable housing – funding. Despite the City's initial support, this bill was held by the Assembly Committee in the last Legislative Cycle.

Solana Beach will continue to monitor and evaluate proposed legislation that would provide funding for development of affordable housing.

Grand Jury

Recommendation 23-06. Consider providing legislative support to SB4, which is currently before the legislature. This bill makes it easier to provide affordable housing on land owned by religious institutions.

***City of Solana Beach's
Response To***

Recommendation 23-06. SB4 would require that a housing development project be a use by right upon the request of an applicant who submits an application for streamlined approval, on any land owned by an independent institution of higher education or religious institution if the development satisfies specified criteria, including that the development is not adjoined to any site where more than one-third of the square footage on the site is dedicated to industrial use. The bill would require that 100% of the units, exclusive of manager units, in a housing development project eligible for approval as a use by right under these provisions be affordable to lower income households, except that 20% of the units may be for moderate-income households, and 5% of the units may be for



CITY OF SOLANA BEACH

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staff of the independent institution of higher education or the religious institution that owns the land, provided that the units affordable to lower income households are offered at affordable rent. The bill would authorize the development to include ancillary uses on the ground floor of the development, subject to certain restrictions. It does not appear that there are currently any independent institutions of higher education within the City's jurisdiction so this bill would only apply to religious institutions in Solana Beach. The recommendation has already been implemented and the City is currently engaged with its lobbyist to assess and consider its official position on this and other housing-related bills.

Grand Jury

Recommendation 23-07. Consider requesting proposals for development at the NCTD Coaster Station property to include affordable housing.

City of Solana Beach's Response To

Recommendation 23-07. The recommendation will not be implemented because the City has no authority to authorize or to issue a request for proposals for development at the NCTD Coaster Station property because that property is owned by NCTD.

Should you have any questions concerning this response, please contact Gregory Wade, City Manager, at (858) 720-2431 or gwade@cosb.org.

Sincerely,

Lesa Heebner
Mayor
City of Solana Beach

Gregory Wade
City Manager
City of Solana Beach

RESOLUTION 2023-099

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, ADOPTING RESPONSE TO 2022/2023 SAN DIEGO COUNTY GRAND JURY REPORT

WHEREAS, on May 4, 2023, the 2022/2023 San Diego County Grand Jury issued a report entitled “Housing in San Diego County”; and

WHEREAS, that Grand Jury Report requires a response from the City of Solana Beach to the findings and recommendations made pertaining to the City of Solana Beach; and

WHEREAS, pursuant to Penal Code Section 933(c), the City’s response must be submitted to the Presiding Judge of the San Diego Superior Court within 90 days of the submission of the Grand Jury’s Report; and

WHEREAS, the City Manager’s office and the City Attorney’s office have reviewed the Grand Jury Report and have prepared the response to the Grand Jury for each of the findings and recommendations pertaining to the City of Solana Beach; and

WHEREAS, the City Council has reviewed the response and has found that it accurately represents the City’s position on each of the findings and recommendations made by the Grand Jury pertaining to the City of Solana Beach.

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 Mayor and City Manager are authorized to sign the City of Solana Beach’s response to the 2022/2023 San Diego County Grand Jury Report entitled “Housing in San Diego County.”
3. That the City Clerk is authorized to send the signed response to the Presiding Judge of the San Diego Superior Court forthwith.

PASSED AND ADOPTED this 12th day of July 2023, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 12, 2023
ORIGINATING DEPT: Community Development Department
SUBJECT: **Public Hearing: Request for Development Review Permit and Structure Development Permit for Remodel and Square Footage Addition and Perform Associated Site Improvements at 255 S. Nardo Ave (Case #: DRP22-023, SDP22-022; Applicant: Jeff and Erica Harris; APN: 298-083-22; Resolution No. 2023-075)**

BACKGROUND:

The Applicants, Jeff and Erica Harris, are requesting City Council approval of a Development Review Permit (DRP) and Structure Development Permit (SDP) to remodel and construct a 790 square footage addition to the existing single-family residence with an attached two-car garage and perform associated site improvements. The 10,000 square-foot lot is located at 255 S. Nardo Avenue within the Low Medium Residential (LMR) Zone and the Scaled Residential Overlay Zone (SROZ).

The Applicants are proposing a 623 square-foot addition to the main floor and a 167 square-foot addition to the second floor. The proposed development includes grading in the amount of 7 cubic yards. The highest point of new construction is 201.63 MSL and 22.64 feet above the existing or proposed grade. The project meets two thresholds for the requirement of a DRP, including: 1) construction in excess of 60 percent of the maximum allowable floor area, and 2) construction of a second story that exceeds 35 percent of the floor area of the first floor. The project requires an SDP because the proposed development exceeds 16 feet in height above existing grade.

The issue before the Council is whether to approve, approve with conditions, or deny the Applicants' request as contained in Resolution 2023-075 (Attachment 1).

DISCUSSION:

The subject property is located on the west side of S. Nardo Avenue, two properties north of the intersection of S. Nardo Avenue and Corto Street. The lot is rectangular with 80 feet of frontage along S. Nardo Avenue (the eastern property line) and side yard property

CITY COUNCIL ACTION:

lines (north and south) that are 124.89 feet. The property is relatively flat and slopes upward approximately two feet as you move west. The elevation at the front property line is approximately 178 feet above Mean Seal Level (MSL) and the rear property line is approximately 180 MSL. With the proposed project, the driveway location would move north on the lot and access the garage from the eastern elevation instead of along the southern elevation where the garage door is located currently. The project plans are provided in Attachment 2.

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

Table 1			
LOT INFORMATION			
Property Address:	255 S Nardo Ave.	Zoning Designation:	LMR (5-7 du/ac)
Lot Size (Net):	10,000 ft ²	# of Units Allowed:	1 Dwelling Unit, 1 ADU, 1 JADU
Max. Allowable Floor area:	3,700 ft ²	# of Units Requested:	1 Dwelling Unit
Proposed Floor area:	3,614 ft ²		
Below Max. Floor area by:	86 ft ²	Setbacks:	Required Proposed
Max. Allowable Height:	25 ft.	Front (E)	25 ft. 25 ft.
Max. Proposed Height:	22.64 ft.	Interior Side (N)	10 ft. 11 ft.
Highest Point/Ridge:	201.63 MSL	Interior Side (S)	10 ft. 10 ft.
Overlay Zone(s):	SROZ	Rear (W)	25 ft. 25 ft.
PROPOSED PROJECT INFORMATION			
Floor Area Breakdown:		Requested Permits:	
Existing Main Level:	1,661 ft ²	DRP: A DRP is required for a structure that exceeds 60% of the maximum allowable floor area and a new second story that exceeds 35% of the existing first floor.	
Proposed Main Level Addition:	623 ft ²		
Existing Main Level Garage:	508 ft ²		
Existing Upper-Level:	1,055 ft ²		
Proposed Upper-Level Addition:	167 ft ²		
Subtotal	4,014 ft ²	SDP: An SDP is required for a new structure that exceeds 16 feet in height from the existing grade.	
Off-Street Parking Exemption	- 300 ft ²		
Total Floor Area	3,614 ft²		
Proposed Grading: 7 cubic yards			
Proposed Parking: Existing 2-Car Garage		Existing Development:	
Proposed Fences and Walls: Yes		Single-Family Residence and attached Two-Car	
Proposed Accessory Dwelling Unit: No		Garage	
Proposed Accessory Structure: Yes			

The following is a discussion of the findings for a DRP and SDP as each applies to the proposed project as well as references to recommended conditions of approval contained in Resolution 2023-075.

Development Review Permit Compliance (SBMC Section 17.68.40):

A DRP is required for a structure that exceeds 60% of the maximum allowable floor area. The total floor area proposed is 3,614 square feet and 3,700 is the maximum. Therefore, the proposal is 98% of the allowable floor area. In addition, the total square footage of the second floor will exceed 35% of the floor area of the first floor.

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

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

The Council may approve, or conditionally approve, a DRP only if all of the findings listed below can be made. Resolution 2023-075 provides the full discussion of the findings.

1. The proposed development is consistent with the general plan and all applicable requirements of the zoning ordinance including special regulations, overlay zones, and specific plans.
2. The proposed development complies with the development review criteria.
3. All required permits and approvals issued by the city, including variances, conditional use permits, comprehensive sign plans, and coastal development permits have been obtained prior to or concurrently with the development review permit.
4. If the development project also requires a permit or approval to be issued by a state or federal agency, the city council may conditionally approve the development review permit upon the Applicant obtaining the required permit or approval from the other agency.

If the above findings cannot be made, the Council shall deny the DRP.

In addition to meeting zoning requirements, the project must also be found in compliance with the development review criteria. The following is a discussion of the applicable development review criteria as they relate to the proposed project.

Relationship with Adjacent Land Uses:

The property is located within the LMR Zone. Properties to the north, south, and west are also located within the LMR Zone. The property to the east is located within the Low

Residential (LR) Zone and all properties are developed with one- and two-story, single-family residences.

The project, as designed, is consistent with the permitted uses for the LMR Zone as described in SBMC Sections 17.20.010 and 17.12.020. The property is designated Low Medium Density Residential in the General Plan and intended for detached single-family residences developed at a maximum density of four (4) dwelling units per acre. The proposed development could be found to be consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

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

Building and Structure Placement:

The site is currently developed with a 2,716 square-foot two-story, single-family residence and a 508 square foot attached garage. The Applicants are proposing to construct a 623 square foot addition to the main floor, a 167 square foot addition to the second floor, and remodel the existing residence.

The LMR Zone requires a 25-foot front-yard setback, 25-foot rear-yard setback and 10-foot interior side-yard setbacks. The existing residence has a sunroom in the southwestern corner that encroaches into the required rear yard. The existing nonconforming encroachment will be removed with the proposed project so that the entire residence will be located within the buildable area and meet the required setbacks.

After the 623 square-foot addition, the main floor of the residence would consist of the main entry and staircase, to the left of the entry would be an open concept kitchen, living room, eating nook, great room, and morning room. Across the hall from the staircase would be a powder room and a pool bathroom that would only be accessible from outside. To the right of the entry would be a laundry room, two bedrooms and an additional bathroom. The 508 square foot garage is located on the main level; however, it would only be accessible from the outside. A detached 120 square foot covered patio is proposed in the southwest corner of the residence off the great room. There is a 167 square foot addition proposed for the second floor. After the addition, the second floor would consist of the primary bedroom suite as well as an additional bedroom suite, and a 157 square foot deck that provides access to a sauna room. On the deck, a spiral staircase provides access to a 240 square foot roof deck on the center of the upper level.

The SBMC parking regulations require two (2) off-street parking spaces, 9' x 19' clear, per single-family residence. The SBMC sections 17.48.040 and 17.20.030 indicate that

The properties evaluated in this comparison are located in the LMR Zone and the SROZ. The existing homes range in size from 1,428 square feet to 4,263 square feet, according to the County Assessor records. It should be noted that the County Assessor does not include the garage, covered porch area, unfinished basement, or accessory building area in the total square footage. Accordingly, the building area of the proposed project has been calculated for comparison purposes by deleting the area of the proposed garages, the covered porch, and ceiling height over 15 feet as follows:

Project Gross Building Area:	4,014 ft ²
Delete Garage:	- 508 ft ²
Project Area for Comparison to Assessor's Data:	3,506 ft ²

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

#	Property Address	Lot Size in ft ² (SanGis)	Existing ft ² (Assessor)	Proposed / Recently Approved ft ²	Max. Allowable ft ²	Zone
1	130 S Granados Avenue	24,286	3,798		5,504	LMR
2	134 S Granados Avenue	10,020	3,930		3,704	LMR
3	140 S Granados Avenue	10,434	4,209		3,776	LMR
4	142 S Granados Avenue	10,045	4,209		3,708	LMR
5	146 S Granados Avenue	10,281	4,263		3,749	LMR
6	150 S Granados Avenue	11,400	1,553		3,945	LMR
7	141 S Granados Avenue	12,351	3,160		4,111	LMR
8	218 S Granados Avenue	12,046	3,317		4,058	LMR
9	232 S Granados Avenue	8,529	2,111		3,443	LMR
10	242 S Granados Avenue	9,049	2,557		3,534	LMR
11	308 S Granados Avenue	10,451	2,704		3,779	LMR
12	318 Corto Street	10,978	1,768		3,871	LMR
13	324 Corto Street	12,576	2,726		4,151	LMR
14	207 Carmelita Place	12,920	3,381		4,211	LMR
15	215 Carmelita Place	12,986	2,231		4,223	LMR
16	208 Carmelita Place	10,760	2,405		3,833	LMR
17	202 Carmelita Place	15,580	2,311		4,633	LMR
18	134 Brookdale Place	10,984	3,398		3,872	LMR
19	126 Brookdale Place	11,330	2,337		3,933	LMR
20	118 Brookdale Place	10,685	3,161		4,685	LMR
21	110 Brookdale Place	9,030	2,231		3,530	LMR
22	102 Brookdale Place	11,298	2,111		3,927	LMR
23	101 Brookdale Place	10,988	2,196		3,873	LMR
24	109 Brookdale Place	13,116	2,145		4,245	LMR
25	117 Brookdale Place	9,426	2,320		3,600	LMR
26	125 Brookdale Place	9,843	2,005		3,673	LMR
27	133 Brookdale Place	9,970	1,553		3,695	LMR
28	167 S Nardo Avenue	10,315	1,983		3,755	LMR
29	173 S Nardo Avenue	8,964	2,726		3,519	LMR
30	181 S Nardo Avenue	10,179	2,434		3,731	LMR
31	187 S Nardo Avenue	8,809	3,555		3,492	LMR
32	209 S Nardo Avenue	10,084	1,796		3,715	LMR
33	215 S Nardo Avenue	9,301	3,272		3,578	LMR

34	221 S Nardo Avenue	9,811	1,660		3,667	LMR
35	231 S Nardo Avenue	9,978	1,428		3,696	LMR
36	239 S Nardo Avenue	9,629	3,881		3,635	LMR
37	247 S Nardo Avenue	9,318	2,702		3,581	LMR
38	255 S Nardo Avenue	10,000	2,716	3,506	3,658	LMR
39	336 S Nardo Avenue	9,178	2,577		3,556	LMR

Fences, Walls and Retaining Walls:

Within the front yard setback area, the SBMC Section 17.20.040(O) allows fences and walls, or any combination thereof, to be no higher than 42 inches in height as measured from existing grade, except for an additional two feet of fence that is at least 80% open to light.

Landscape:

The project is not subject to the water efficient landscaping regulations of SBMC Chapter 17.56. According to SBMC Section 17.56.040, the regulations apply to modified irrigated landscaped areas that exceed 500 square feet. The proposed project includes 425 square feet of modified irrigated landscaping and decorative hardscape. If the Applicants decide to modify the landscaping during the building permit process, they would be required to come back before the City Council with a DRP Modification for the approval of the landscape plans.

Parking:

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. Currently, the garage is accessed from the southern elevation, however, the proposed main floor addition would prohibit vehicular access to half of the garage. The Applicants are proposing to move the garage door to the eastern elevation and the existing driveway from the southeast corner of the lot to the northeast corner of the lot. This would maintain two parking spaces within the 508 square-foot garage and, therefore, the project is afforded a 400 square-foot exemption.

Grading:

The project includes 5 cubic yards of site grading and 2 cubic yards of grading for proposed footings below the addition.

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 a square footage addition at an existing single-family residence with an attached garage on a developed residential lot; therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040. As a condition of project approval, the Applicants will be required to pay the applicable Park Development Fee.

Structure Development Permit Compliance:

The proposed structure exceeds 16 feet in height above the pre-existing grade; therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicants were required to complete the SDP process. The Applicants had story poles erected onsite and the Story Pole Height Certification was issued by a licensed land surveyor on February 22, 2023, which showed the highest story pole certified at 201.63 MSL and 22.64 feet above the existing and proposed grade. Notices to apply for View Assessment were mailed to property owners and occupants within 300 feet of the project site, which established a deadline to file for View Assessment on May 1, 2023. No applications for View Assessment were received. Therefore, if the Council is able to make the required findings to approve the DRP, the SDP would be approved administratively.

A condition of approval has been added to the Draft Resolution of Approval (Attachment 1) to require that the Applicants submit a height certification prepared by a licensed land surveyor prior to the framing inspection certifying that the maximum height of the proposed addition will not exceed 22.64 ft. or 201.63 MSL above the proposed grade, which is the maximum proposed structure height reflected on the project plans, should the City Council make the necessary findings to approve the project.

Property Frontage and Public Right-of-Way Improvements

The existing property frontage has nonstandard improvements. If approved, the Applicants will be required to construct a 10-foot graded D.G. pathway with the City standard 9-inch concrete mountable curb along the entire property frontage. A 4-foot right-of-way dedication along S. Nardo Avenue will be required.

Public Hearing Notice:

Notice of the City Council Public Hearing for the project was published in the Union Tribune more than 10 days prior to the Public Hearing. The same public notice was mailed to property owners and occupants within 300 feet of the proposed project site on June 30, 2023. As of the date of preparation of this Staff Report, Staff has not received any formal correspondence from neighbors or interested parties in support of, or in opposition to, the proposed project.

In conclusion, the proposed project, as conditioned, could be found to be consistent with the Zoning regulations and the General Plan. Staff has prepared draft findings for approval of the project in the attached Resolution 2023-075 for Council's consideration

based upon the information in this report. The applicable SBMC sections are provided in the italicized text and conditions from the Community Development, Engineering, and Fire Departments are incorporated in the Resolution of Approval. Additionally, as a condition of project approval, the Applicants would be required to obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of a Building Permit.

The Council may direct Staff to modify the Resolution to reflect the findings and conditions it deems appropriate as a result of the Public Hearing process. If the Council determines the project is to be denied, Staff will prepare a Resolution of Denial for adoption at a subsequent Council meeting.

CEQA COMPLIANCE STATEMENT:

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1 Exemption) of the 2023 State CEQA Guidelines which is an exemption for minor alteration of existing public or private structures or facilities including additions to existing structures provided that the addition will not result in an increase of more than 50% of the floor area of the structures before the addition, or 2,500 square feet, whichever is less.

FISCAL IMPACT: N/A

WORK PLAN: N/A

OPTIONS:

- Approve Staff recommendation adopting the attached Resolution 2023-075.
- Approve Staff recommendation subject to additional specific conditions necessary for the City Council to make all required findings for the approval of a DRP and SDP.
- Deny the project if all required findings for the DRP cannot be made.

DEPARTMENT RECOMMENDATION:

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

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.
2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15301 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt Resolution 2023-075 conditionally approving a DRP and SDP to construct a 790 square foot addition to an existing two-story single-family residence with an

attached garage and perform associated site improvements at 255 S. Nardo Avenue, Solana Beach.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2023-075
2. Project Plans

RESOLUTION 2023-075

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A DEVELOPMENT REVIEW PERMIT AND STRUCTURE DEVELOPMENT PERMIT TO CONSTRUCT A SQUARE FOOTAGE ADDITION AND AN INTERIOR REMODEL AT AN EXISTING TWO-STORY, SINGLE-FAMILY RESIDENCE WITH AN ATTACHED TWO-CAR GARAGE AND PERFORM ASSOCIATED SITE IMPROVEMENTS AT 255 S. NARDO AVENUE, SOLANA BEACH.

**APPLICANTS: JEFF AND ERICA HARRIS
CASE NO.: DRP22-023/SDP22-022**

WHEREAS, Jeff and Erica Harris (hereinafter referred to as “Applicants”), have submitted an application for a Development Review Permit (DRP) and Structure Development Permit (SDP) pursuant to Title 17 (Zoning) of the Solana Beach Municipal Code (SBMC); and

WHEREAS, the Public Hearing was conducted pursuant to the provisions of Solana Beach Municipal Code Section 17.72.030; and

WHEREAS, at the Public Hearing on July 12, 2023, 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 found the application request exempt from the California Environmental Quality Act pursuant to Section 15301 of the State CEQA Guidelines; and

WHEREAS, this decision is based upon the evidence presented at the hearing, and any information the City Council gathered by viewing the site and the area as disclosed at the hearing.

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

- I. That the foregoing recitations are true and correct.
- II. That the request for a DRP and SDP for an interior remodel and a 790 square foot addition to an existing 3,224 square foot two-story, single-family residence with an attached 508 garage at 255 S. Nardo Avenue is conditionally approved based upon the following Findings and subject to the following Conditions:

III. FINDINGS

A. In accordance with Section 17.68.040 (Development Review Permit) of the City of Solana Beach Municipal Code, the City Council finds the following:

- I. *The proposed project is consistent with the General Plan and all applicable requirements of SBMC Title 17 (Zoning Ordinance), including special regulations, overlay zones and specific plans.*

General Plan Consistency: The project, as conditioned, is consistent with the City's General Plan designation of Low Medium Density Residential in the General Plan and intended for single-family residential development with a maximum density of four dwelling units per acre. The development is also consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

Zoning Ordinance Consistency: The project is consistent with all applicable requirements of the Zoning Ordinance (Title 17) (SBMC 17.20.030 and 17.48.040), which delineates maximum allowable Floor Area Ratio (FAR), Permitted Uses and Structures (SBMC Section 17.20.020) which provides for uses of the property for a single-family residence. Further, the project adheres to all property development regulations established for the Low Medium Residential (LMR) Zone and cited by SBMC Section 17.020.030.

The project meets the minimum number of off-street parking spaces and the required front-, side- and rear-yard setbacks and is below the maximum allowable structure height and gross floor area for the property.

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

- a. *Relationship with Adjacent Land Uses: The development shall be designed in a manner compatible with and complementary to existing development in the immediate vicinity of the project site and the surrounding neighborhood. The development as proposed shall also be compatible in scale, apparent bulk, and massing with such existing development in the surrounding neighborhood. Site planning on or near the perimeter of the development shall give consideration to the protection of surrounding areas from potential adverse effects.*

The property is located within the LMR Zone. Properties to the north, south, and west are also located within the LMR Zone. The property to the east is located within the Low Residential

(LR) Zone and all properties are developed with one- and two-story, single-family residences.

The project, as designed, is consistent with the permitted uses for the LMR Zone as described in SBMC Sections 17.20.010 and 17.12.020. The property is designated Low Medium Density Residential in the General Plan and intended for detached single-family residences developed at a maximum density of four (4) dwelling units per acre. The proposed development could be found to be consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

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

- b. Building and Structure Placement: Buildings and structures shall be sited and designed to minimize adverse impacts on the surrounding properties and designed in a manner which visually and functionally enhance their intended use and complement existing site topography. Multi-family residential buildings shall be sited to avoid crowding and to allow for a functional use of the space between buildings.*

The site is currently developed with a 2,716 square-foot two-story, single-family residence and a 508 square foot attached garage. The Applicants are proposing to construct a 623 square foot addition to the main floor, a 167 square foot addition to the second floor, and remodel the existing residence.

The LMR Zone requires a 25-foot front-yard setback, 25-foot rear-yard setback and 10-foot interior side-yard setbacks. The existing residence has a sunroom in the southwestern corner that encroaches into the required rear yard. The existing nonconforming encroachment will be removed with the proposed project so that the entire residence will be located within the buildable area and meet the required setbacks.

After the 623 square-foot addition, the main floor of the residence would consist of the main entry and staircase, to the left of the entry would be an open concept kitchen, living room, eating nook, great room, and morning room. Across the hall from the staircase would be a powder room and a pool bathroom that would only be accessible from outside. To the right of the entry would be a laundry room, two bedrooms and an additional bathroom. The 508 square foot garage is located on the main level, however, it would not be accessible from the interior of the residence. A detached 120 square foot covered patio is proposed in the southwest corner of the residence off the great room. There is a 167 square foot addition proposed for the second floor. After the addition, the second floor would consist of the primary bedroom suite as well as an additional bedroom suite, and a 157 square foot deck that provides access to a sauna room. A spiral staircase on the deck provides access to a 240 square foot roof deck to be located on top of the center of the upper level.

The SBMC parking regulations require two (2) off-street parking spaces, 9' x 19' clear, per single-family residence. The SBMC sections 17.48.040 and 17.20.030 indicate that when required parking spaces are provided within a garage, up to 200 square feet of floor area is exempted for each required space. Currently, the garage is accessed from the southern elevation, however, the proposed main floor addition would prohibit vehicular access to half of the garage. The Applicants are proposing to move the garage door to the eastern elevation and move the existing driveway from the southeast corner of the lot to the northeast corner of the lot to maintain two parking spaces within the garage. As designed, the garage would provide two (2) required parking spaces, therefore, the project is afforded a 400 square-foot exemption and the total proposed floor area would be 3,614 square feet, which is 86 square feet below the maximum allowable floor area for the 10,000 square-foot lot, pursuant to the SROZ regulations.

The maximum floor area calculation for this project is as follows:

0.50 for first 6,000 ft ²	3,000 ft ²
0.175 for 6,001 to 15,000 ft ²	700 ft ²
Total Allowable Floor area:	3,700 ft ²

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

- c. *Landscaping: The removal of significant native vegetation shall be minimized. Replacement vegetation and landscaping shall be compatible with the vegetation of the surrounding area. To the maximum extent practicable, landscaping and plantings shall be used to screen parking areas, storage areas, access roads, and other service uses of the site. Trees and other large plantings shall not obstruct significant views when installed or at maturity. Drought tolerant plant materials and water conserving irrigation systems shall be incorporated into all landscaping plans.*

The project is not subject to the water efficient landscaping regulations of SBMC Chapter 17.56. According to SBMC Section 17.56.040, the regulations apply to modified irrigated landscaped areas that exceed 500 square feet. The proposed project includes 425 square feet of modified irrigated landscaping and decorative hardscape. If the Applicants decides to modify the additional landscaping during the building permit process, they would be required to come back before the City Council with a DRP Modification for the approval of the landscape plans.

- d. *Roads, Pedestrian Walkways, Parking and Storage Areas: Any development involving more than one building or structure shall provide common access roads and pedestrian walkways. Parking and outside storage areas, where permitted, shall be screened from view, to the extent feasible, by existing topography, by the placement of buildings and structures, or by landscaping and plantings.*

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. Currently, the garage is accessed from the southern elevation, however, the proposed main floor addition would prohibit vehicular access to half of the garage. The Applicants are proposing to move the garage door to the eastern elevation and the existing driveway from the southeast corner of the lot to the northeast corner of the lot. This would maintain two parking spaces within the 508 square-foot garage and therefore, the project is afforded a 400 square-foot exemption.

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

be landscaped with native or naturalized non-native vegetation and existing erosion problems shall be corrected.

The project includes 5 cubic yards of site grading and 2 cubic yards of grading for proposed footings below the addition.

- f. Lighting: Light fixtures for walkways, parking areas, driveways, and other facilities shall be provided in sufficient number and at proper locations to assure safe and convenient nighttime use. All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding areas per SBMC 17.60.060 (Exterior Lighting Regulations).*

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

- g. Usable Open Space: Recreational facilities proposed within required usable open space shall be located and designed to maintain essential open space values.*

The project consists of a square footage addition at an existing single-family residence with an attached garage on a developed residential lot; therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040. As a condition of project approval, the Applicants will be required to pay the applicable Park Development Fee.

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

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

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

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

- B. In accordance with Chapter 17.63 (Structure Development Permit) of the Solana Beach Municipal Code, the City Council finds the following:

The proposed structure exceeds 16 feet in height above the pre-existing grade; therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicants were required to complete the SDP process. The Applicants had story poles erected onsite and the Story Pole Height Certification was issued by a licensed land surveyor on February 22, 2023, which showed the highest story pole certified at 201.63 MSL and 22.64 feet above the existing and proposed grade. Notices to apply for View Assessment were mailed to property owners and occupants within 300 feet of the project site, which established a deadline to file for View Assessment on May 1, 2023. No applications for View Assessment were received. Therefore, if the Council is able to make the required findings to approve the DRP, the SDP would be approved administratively.

A condition of approval has been added to the Draft Resolution of Approval (Attachment 1) to require that the Applicants submit a height certification prepared by a licensed land surveyor prior to the framing inspection certifying that the maximum height of the proposed addition will not exceed 22.64 ft. or 201.63 MSL above the proposed grade, which is the maximum proposed structure height reflected on the project plans, should the City Council make the necessary findings to approve the project.

V. CONDITIONS:

Prior to use or development of the property in reliance on this permit, the Applicants shall provide for and adhere to the following conditions:

A. Community Development Department Conditions:

- I. The Applicants shall pay required Fire Mitigation, Park Development and Public Use Facilities Impact Fees, as established by SBMC Chapter 15.60, Chapter 15.65, Chapter 15.66, and Resolution 2018-147.
- II. Building Permit plans must be in substantial conformance with the architectural plans presented to the City Council on July 12, 2023, and located in the project file with a submittal date of July 3, 2023.
- III. Pursuant to SBMC 17.68.040 subsection K, the signed final development plan shall be the official site layout for the property and shall be attached to any application for a building permit for the subject property. Any subsequent revisions or changes to the final development plan as approved by the Council will require an amendment to the approved DRP.

- IV. Prior to requesting a framing inspection, the Applicants shall be required to submit a height certification, signed by a licensed land surveyor, certifying that the building envelope is in conformance with City Council approval on June 14, 2023, and that the maximum height of the proposed addition will not exceed 22.64 feet above the proposed grade or 201.63 feet above MSL, which is the maximum proposed structure height reflected on the project plans.
 - V. Any proposed onsite fences, walls and retaining walls and any proposed railing located on top, or any combination thereof, shall comply with applicable regulations of SBMC Section 17.20.040 and 17.60.070 (Fences and Walls).
 - VI. The Applicants shall obtain required California Coastal Commission (CCC) approval of a Coastal Development Permit, Waiver or Exemption as determined necessary by the CCC, prior to the issuance of a grading or building permit.
 - VII. Native or drought tolerant and non-invasive plant materials and water conserving irrigation systems shall be incorporated into any proposed landscaping and compatible with the surrounding area to the extent feasible.
 - VIII. Any new exterior lighting fixtures shall be in conformance with the City-Wide Lighting Regulations of SBMC 17.60.060.
 - IX. All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities that render them detrimental to the surrounding area.
 - X. Construction vehicles shall be parked on the subject property at all times when feasible. If construction activity prohibits parking on the subject property, the Applicants shall ensure construction vehicles are parked in such a way to allow sufficient vehicular access on S. Nardo Avenue and minimize impact to the surrounding neighbors.
 - XI. The Applicants shall connect to temporary electrical service as soon as feasible to the satisfaction of the City.
- B. Fire Department Conditions:
- I. **ACCESS ROAD MINIMUM DIMENSIONS:** Fire apparatus access roads shall have an unobstructed improved width of not less than 20 feet; curb line to curb line, and an unobstructed vertical clearance of not less than 13 feet 6 inches. Exception: Single-Family residential driveways; serving no more than two single-family dwellings, shall have minimum of 16 feet, curb line to curb line, of unobstructed

improved width. Access roads shall be designed and maintained to support the imposed loads of not less than 75,000 pounds and shall be provided with an approved paved surface to provide all-weather driving capabilities per the *Solana Beach Municipal Code Title 15 Building and Construction Chapter 15.32 Fire Code Section 15.32.170 Section 503 Section 503.2.1 and 503.2.3.*

- II. **BUILDINGS AND FACILITIES:** Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend **within 150 feet** of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility per the *2019 California Fire Code Chapter 5 Section 503.1.1.*
- III. **GATES:** All gates or other structures or devices, which could obstruct fire access roadways or otherwise hinder emergency operations, are prohibited unless they meet standards approved by the Fire Department. An approved emergency key-operated switch and/or an approved emergency traffic control-activating strobe light sensor shall be installed per the *Solana Beach Municipal Code Title 15 Building and Construction Chapter 15.32 Fire Code Section 15.32.200 Section 503.6.* **All Knox Box products shall be purchased through Knox website under Solana Beach Fire.**
- IV. **ADDRESS NUMBERS: STREET NUMBERS:** Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background and shall meet the following minimum standards as to size: 4" high with a ½" inch stroke width for residential buildings, 8" high with a ½" stroke for commercial and multi-family residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear access doors, building corners, and entrances to commercial centers per the *2019 California Fire Code Chapter 5 Section 505.1.*
- V. **ADDRESS NUMBERS FOR STRUCTURES LOCATED OFF ROADWAY:** Where structures are located off a roadway on long easements/driveways, a monument marker shall be placed at the entrance where the easement/driveway intersects the main roadway. Permanent address numbers with height conforming to Fire Department standards shall be affixed to this marker per *2019 California Fire Code Chapter 5 Section 505.2.*

C. Engineering Department Conditions:

- I. Per Solana Beach Municipal Code Section 11.04, the Applicants are required to construct all public improvements along the street frontage. In this instance, this will include constructing a low profile mountable 9" X 9" X 12" concrete curb along the frontage of S. Nardo Avenue and install a 10' wide stabilized, compacted, decomposed granite (D.G.) at 2% maximum from the property line down toward the curb to the satisfaction of the City Engineer.
- II. The existing driveway approach on S. Nardo Avenue does not meet current City standards. A new driveway approach per modified SDRSD G-14A is required. The proposed driveway shall have 2:1 transitions to the proposed D.G. path. All existing private improvements adjacent to the new driveway shall be removed to accommodate this condition.
- III. The Applicants are required to obtain an Encroachment Permit in accordance with SBMC Section 11.20 for any work performed in the public right of way. This includes, but is not limited to, the concrete curb and driveway.
- IV. S. Nardo Avenue is a local residential street in the City's circulation element. The minimum street right-of-way width is 48 feet. A 4-foot dedication of public right-of-way is required. The new right-of-way/property line will be based on the 4-foot dedication line. Setbacks must be based on the new dedication line.
- V. Stormwater best management practices shall be developed and implemented to manage stormwater and non-stormwater discharges from the site at all times during construction of the project. Erosion prevention shall be emphasized as the most important measure for keeping sediment on site during construction. Sediment controls shall be used as a supplement to erosion prevention for keeping sediment on site.
- VI. The Applicants shall provide a drainage study and storm water management plan prepared by a registered civil engineer that addresses the following storm water issues. A Misc. Engineering Permit will be required.
 - a. A detention area for the added impervious area may be required. This detention area must show the detention location and the outflow characteristics. The detention area shall be sized to accommodate the increase in runoff generated on the property due to the new impervious area.

- b. The study shall indicate the amount of impervious area proposed to be added by the project.
 - c. Construction best management practices (BMPs) and the general drainage pattern of the property need to be shown on the site plan.
 - d. Roof drains need to flow into landscaped areas before being collected and draining to the street. All roof drains (both existing and proposed) for the property need to be shown on the site plan.
- VII. 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.
- VIII. Construction fencing shall be located on the subject property unless the Applicant has obtained an Encroachment Permit in accordance with chapter 11.20 of the SBMC which allows otherwise.
- IX. This project will be required to record a covenant against the property acknowledging that the property owners will not oppose formation of an assessment district for undergrounding of the overhead utilities.

D. City Council Conditions:

To be added if necessary.

IV. ENFORCEMENT

Pursuant to SBMC 17.72.120(B) failure to satisfy any and all of the above-mentioned conditions of approval is subject to the imposition of penalties as set forth in SBMC Chapters 1.1.6 and 1.18 in addition to any applicable revocation proceedings.

V. EXPIRATION

The Development Review Permit for the project shall expire 24 months from the date of this Resolution, unless the Applicants have obtained building permits and has commenced construction prior to that date, and diligently pursued construction to completion. An extension of the application may be granted by the City Council according to SBMC 17.72.110.

VI. INDEMNIFICATION AGREEMENT

The Applicants shall defend, indemnify, and hold harmless the City, its agents,

officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicants of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicants shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicants regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicants shall not be required to pay or perform any settlement unless such settlement is approved by the Applicants.

NOTICE TO APPLICANTS: Pursuant to Government Code Section 66020, you are hereby notified that the 90-day period to protest the imposition of the fees, dedications, reservations or other exactions described in this resolution commences on the effective date of this resolution. To protest the imposition of any fee, dedications, reservations or other exactions described in this resolution you must comply with the provisions of Government Code Section 66020. Generally the resolution is effective upon expiration of the tenth day following the date of adoption of this resolution, unless the resolution is appealed or called for review as provided in the Solana Beach Zoning Ordinance.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, held on the 12th day of July, 2023, by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

HARRIS RESIDENCE

255 SOUTH NARDO, SOLANA BEACH, CA 92075

APN: 298-083-22-00

JUNE 7, 2023

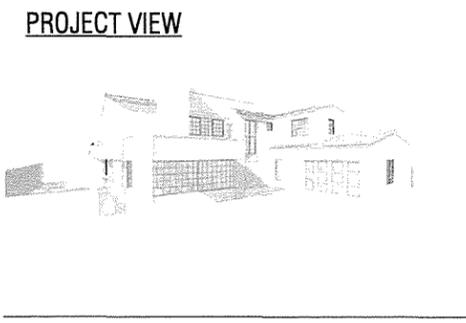
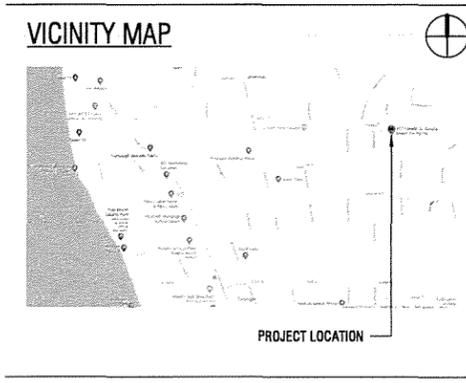
DESIGN DEVELOPMENT

PROJECT:
HARRIS RESIDENCE
 255 SOUTH NARDO, SOLANA BEACH, CA 92075



ANDREW E. CROCKER, AIA
 646 VALLEY AVENUE, SUITE A
 SOLANA BEACH, CA 92075
 T: 858.345.1295

CONSULTANT:



SOLANA BEACH FIRE DEPT. NOTES

- OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION:** ALL ROADWAYS SHALL BE A MINIMUM OF 20 FEET IN WIDTH DURING CONSTRUCTION AND MAINTAINED FREE AND CLEAR, INCLUDING THE PARKING OF VEHICLES PER THE 2019 CALIFORNIA FIRE CODE CHAPTER 5 SECTION 503.4 AND 503.2.1.
- ADDRESS NUMBERS:** STREET NUMBERS: APPROVED NUMBERS AND/OR ADDRESSES SHALL BE PLACED ON ALL NEW AND EXISTING BUILDINGS AND AT APPROPRIATE ADDITIONAL LOCATIONS AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET OR ROADWAY FRONTING THE PROPERTY FROM EITHER DIRECTION OF APPROACH. SAID NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND, AND SHALL MEET THE FOLLOWING MINIMUM STANDARDS AS TO SIZE: 4" HIGH WITH A 1/2" INCH STROKE WIDTH FOR RESIDENTIAL BUILDINGS, 8" HIGH WITH A 1/2" STROKE FOR COMMERCIAL AND MULTI-FAMILY RESIDENTIAL BUILDINGS, 12" HIGH WITH A 1" STROKE FOR INDUSTRIAL BUILDINGS. ADDITIONAL NUMBERS SHALL BE REQUIRED WHERE DEEMED NECESSARY BY THE FIRE MARSHAL, SUCH AS REAR ACCESS DOORS, BUILDING CORNERS, AND ENTRANCES TO COMMERCIAL CENTERS PER THE 2019 CALIFORNIA FIRE CODE CHAPTER 5 SECTION 505.1.
- AUTOMATIC FIRE SPRINKLER SYSTEM-ONE- AND TWO-FAMILY DWELLINGS:** STRUCTURES SHALL BE PROTECTED BY AN AUTOMATIC FIRE SPRINKLER SYSTEM DESIGNED AND INSTALLED. PLANS FOR THE AUTOMATIC FIRE SPRINKLER SYSTEM SHALL BE SUBMITTED AS DEFERRED SUBMITTAL AND APPROVED BY THE SOLANA BEACH FIRE DEPARTMENT PRIOR TO INSTALLATION PER THE SOLANA BEACH MUNICIPAL CODE TITLE 15 BUILDING AND CONSTRUCTION CHAPTER 15.32 FIRE CODE SECTION 15.32.230 SECTION 903.2.01. SPRINKLERS SHALL BE REQUIRED DUE TO SIGNIFICANT MODIFICATIONS.
- CLASS "A" ROOF:** ALL STRUCTURES SHALL BE PROVIDED WITH A CLASS "A" ROOF COVERING TO THE SATISFACTION OF THE SOLANA BEACH FIRE DEPARTMENT AND PER THE 2019 CALIFORNIA BUILDING CODE CHAPTER 15 SECTION 1505.

GENERAL NOTES

- THE FOLLOWING GENERAL NOTES APPLY TO ALL DRAWINGS UNLESS OTHERWISE NOTED OR SPECIFIED.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL CURRENT FEDERAL, STATE, COUNTY, AND CITY ORDINANCES HAVING JURISDICTION, AND IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS ISSUED HERewith. THE CONTRACTOR SHALL OBTAIN AND COORDINATE AND THE OWNER SHALL PAY FOR ALL REQUIRED PERMITS.
- WORK SHALL BE PERFORMED IN AN ORDERLY AND CAREFUL MANNER WITH DUE CONSIDERATION FOR THE SAFETY AND PROTECTION OF ALL PERSONNEL, EXISTING SURFACES, MATERIALS, AND EQUIPMENT. PROTECTIVE DEVICES SHALL BE INSTALLED AND MAINTAINED AS NECESSARY, AND AS REQUIRED BY THE OWNER OR AUTHORITIES. THE CONTRACTOR SHALL REVIEW DOCUMENTS, FIELD VERIFY DIMENSIONS AND FIELD CONDITIONS AND CONFIRM THAT WORK IS BUILDABLE AS SHOWN. THE CONTRACTOR SHALL REPORT ANY CONFLICTS OR DISCREPANCIES IN WRITING TO THE ARCHITECT FOR CLARIFICATION PRIOR TO PERFORMING ANY WORK IN QUESTION.
- UNLESS OTHERWISE SHOWN OR NOTED, ALL TYPICAL DETAILS SHALL BE USED WHERE APPLICABLE.
- SAFETY MEASURES: AT ALL TIMES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS OF THE JOB SITE, INCLUDING THE SAFETY OF PERSONS AND PROPERTY, AND FOR ALL NECESSARY INDEPENDENT ARCHITECTURAL OR ENGINEERING REVIEWS OF THESE CONDITIONS. THE ARCHITECTS, ENGINEER'S, OR OWNER'S JOB SITE REVIEW IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES.
- DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE, AND LARGE SCALE DETAILS SHALL TAKE PRECEDENCE OVER SMALLER DETAILS.
- SHOULD THE CONTRACTOR ENCOUNTER THE PRESENCE, OR POSSIBLE PRESENCE, OF POTENTIALLY HAZARDOUS MATERIALS, THE CONTRACTOR SHALL NOTIFY THE CLIENT FOR INSTRUCTIONS PRIOR TO CONTINUING WORK.
- NO PRODUCTS CONTAINING ASBESTOS SHALL BE USED ON THIS PROJECT. THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY ASBESTOS FOUND IN ANY ITEM CALLED FOR IN THE DRAWINGS AND SPECIFICATIONS.
- GENERALLY, ALL DIMENSIONS ON FLOOR PLANS ARE TO FACE OF FINISH, UNLESS OTHERWISE NOTED.
- ALL CONDUITS AND PIPING SHALL BE CONCEALED.
- SUBSTITUTIONS WILL NOT BE ALLOWED WITHOUT THE PRIOR ACCEPTANCE OF THE ARCHITECT. ALL REQUESTS FOR SUBSTITUTIONS, REVISIONS, OR CHANGES SHALL BE SUBMITTED TO THE ARCHITECT PRIOR TO PURCHASE, FABRICATION OR INSTALLATION.
- THE CONTRACTOR SHALL MAINTAIN THE JOBSITE IN A CLEAN CONDITION AT ALL TIMES AND SHALL NOT LEAVE CONSTRUCTION DEBRIS ON THE PROPERTY.
- THE CONTRACTOR SHALL NOTIFY THE OWNER IN ADVANCE OF INTERRUPTING UTILITIES SUCH AS WATER, POWER OR HEATING, AND MUST SCHEDULE SUCH WORK WITH THE OWNER.
- THE CONTRACTOR SHALL REPLACE ANY EXISTING LANDSCAPING OR SITEWORK THAT IS DAMAGED DURING CONSTRUCTION.
- THE CONTRACTOR SHALL PROVIDE HIS OWN RESTROOM FACILITIES. THE CONTRACTOR IS ALLOWED TO USE OWNER'S ELECTRICITY. THE CONTRACTOR IS NOT TO USE THE OWNER'S TELEPHONE.
- CONTRACTOR WORK HOURS SHALL BE FROM 7:00 AM TO 7:00 PM MONDAY THROUGH FRIDAY AND 8:00 AM TO 8:00 PM SATURDAY, SUNDAY AND HOLIDAYS.
- THE CONTRACTOR SHALL BE INSURED AND HAVE WORKMANS COMPENSATION.
- THE CONTRACTOR SHALL ACQUIRE AND REVIEW THE TENANT HANDBOOK AND ANY OTHER LANDLORD DOCUMENTS AS APPLICABLE.

PROJECT TEAM

OWNER	JEFF AND ERICA HARRIS 255 SOUTH NARDO AVE SOLANA BEACH, CA 92075 CONTACT: JEFF AND ERICA HARRIS PHONE: 415.815.8184 EMAIL: ERICALEAB3@GMAIL.COM HARRIS.JEFF01@GMAIL.COM
ARCHITECT	T7 ARCHITECTURE, INC. 646 VALLEY AVENUE, SUITE A SOLANA BEACH, CA 92075 CONTACT: ANDREW E. CROCKER, AIA PHONE: 858.345.1295 ANDY@T7ARCHITECTURE.COM
SURVEY & CIVIL	BHA, INC. 5225 AVENIDA ENCINAS, SUITE L CARLSBAD, CA 92008 CONTACT: ARMAND A. MAROIS PLS. CA, AZ PHONE: 760.931.8700 EMAIL: ARMANDMAROIS@BHAINCSD.COM

DEFERRED SUBMITTAL

FIRE SPRINKLERS

DRAWING ISSUANCE

CITY OF SOLANA BEACH PLANNING REVIEW SUBMITTAL 06-07-2023

SUBMITTAL AND SHOP DRAWINGS

THE GENERAL CONTRACTOR SHALL PROVIDE SUBMITTALS AND SHOP DRAWINGS FOR THE FOLLOWING ITEMS: MILLWORK, LIGHTING, ROOFING

GOVERNING CODES

2019 CALIFORNIA BUILDING CODE (CBC)
 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE
 2019 CALIFORNIA ELECTRICAL CODE (CEC)
 2019 CALIFORNIA MECHANICAL CODE (CMC)
 2019 CALIFORNIA PLUMBING CODE (CPC)
 2019 CALIFORNIA FIRE CODE (CFCO)
 2019 CALIFORNIA BUILDING ENERGY EFFICIENCY STANDARDS CODE

THE CITY OF SOLANA BEACH MUNICIPAL CODE COMPLIANCE WITH THE DOCUMENTATION REQUIREMENTS OF THE 2019 ENERGY EFFICIENCY STANDARDS IS NECESSARY FOR THIS PROJECT. REGISTERED, SIGNED, AND DATED COPIES OF THE APPROPRIATE CFR1, CFR2, AND CFR3 FORMS SHALL BE MADE AVAILABLE AT NECESSARY INTERVALS FOR BUILDING INSPECTOR REVIEW. FINAL COMPLETED FORMS WILL BE AVAILABLE FOR BUILDING OWNER

DRAWING INDEX

G000	TITLE SHEET
G004	BMP SITE PLAN
G005	STORY POLES
G006	FAR PLAN
T1	TOPOGRAPHIC SURVEY
T2	ROW IMPROVEMENTS
A100a	EXISTING SITE PLAN
A100b	PROPOSED SITE PLAN
A101	DEMO FIRST FLOOR PLAN
A102	DEMO SECOND FLOOR PLAN
A103	PROPOSED FIRST FLOOR PLAN
A104	PROPOSED SECOND FLOOR PLAN
A105	PROPOSED ROOF PLAN
A106	DETACHED ACCESSORY STRUCTURE
A300	EXISTING ELEVATIONS
A301	EXISTING ELEVATIONS
A302	PROPOSED ELEVATIONS
A303	PROPOSED ELEVATIONS
A400	SECTIONS

SCOPE OF WORK

THE PROJECT PROPOSES ADDITIONS TO THE FIRST AND SECOND LEVELS, AS WELL AS A ROOF DECK, AND THE INTERIOR AND EXTERIOR REMODEL OF THIS 2,824 SF SINGLE FAMILY RESIDENCE. 705 ST ARE TO BE ADDED TO THE FIRST LEVEL AND 167 SF ARE TO BE ADDED TO THE SECOND LEVEL. THERE IS TO BE AN OUTDOOR EATING AREA ADDED IN THE REAR YARD SET BACK 6'-0" FROM THE HOME AND 5'-0" FROM THE REAR PROPERTY LINE.

SITE DATA

APN:	298-083-22-00
LEGAL DESCRIPTION:	BLK F LOT 15*
LOT AREA:	10,000 SF .23 ACRES
ZONE:	LMRC
OCCUPANCY GROUP:	R-3
CONSTRUCTION TYPE:	V-A
OVERLAY ZONE:	COASTAL ZONE SCALED RESIDENTIAL OVERLAY ZONE
FLOOR AREA RATIO: (SCALED RES.)	(0.5 X 6,000) = 3,000 SF (0.175 X 4,000) = 700 3,000 SF + 700 SF = 3,700 SF MAX F.A.R. ALLOWED
EXISTING FLOOR AREA:	2,716 SF
EXISTING GARAGE:	508 SF - 2 CAR GARAGE
TOTAL:	3,224 SF
GARAGE EXEMPTION:	-400 SF
TOTAL EXISTING FLOOR AREA:	2,824 SF
PROPOSED FLOOR AREA:	623 SF FIRST FLOOR 167 SF SECOND FLOOR
TOTAL PROPOSED FLOOR AREA:	3,614 SF
ACCESSORY STRUCTURE:	SEE A106 FOR DETAILS
PARKING REQUIRED:	2 OFF-STREET
PARKING PROVIDED:	2 OFF-STREET
SETBACKS:	FRONT YARD: 25'-0" INTERIOR SIDE YARD: 10'-0" REAR YARD: 25'-0"
HEIGHT:	25'-0" MAX (NOT TO EXCEED) PROPOSED: 23'-0" HEIGHT PROPOSED 16'-0" SDP MAXIMUM HEIGHT - PORTIONS OF ADDITION WILL REQUIRE STORY POLES - STORY POLE SHEET G005
FIRE SPRINKLERS:	PROPOSED
YEAR BUILT:	1985

NO:	REVISION:	DATE:
1	CoSB PLANNING DEPT	12.20.2022

THESE DRAWINGS, SPECIFICATIONS AND THE CONCEPTS EMBODIED IN THEM ARE THE ORIGINAL UNPUBLISHED WORK OF THE ARCHITECT, AND MAY NOT BE USED, DISCLOSED, OR DUPLICATED WITHOUT THE WRITTEN CONSENT WHETHER THE PROJECT FOR WHICH THEY WERE MADE IS EXECUTED OR NOT, UNLESS OTHERWISE AGREED BY CONTRACT.

STAMP:

PROJECT NAME:	HARRIS RESIDENCE
JOB NO:	2204
DRAWN BY:	RV
CHECKED BY:	AC
ISSUE DATE:	12/22/2022
DRAWING FILE:	DD_Harris Residence
PHASE:	

DESIGN DEVELOPMENT

SHEET TITLE:
 TITLE SHEET

SHEET NO:
G000

PROJECT:

HARRIS RESIDENCE
255 SOUTH NARDO, SOLANA BEACH, CA 92075

ARCHITECT:



ANDREW E. CROCKER, AIA
645 VALLEY AVENUE, SUITE A
SOLANA BEACH, CA 92075
T: 858.345.1295

CONSULTANT:

NO:	REVISION:	DATE:
1	CoSB PLANNING DEPT	12.20.2022

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STAMP:

PROJECT NAME:	HARRIS RESIDENCE
JOB NO:	2204
DRAWN BY:	RV
CHECKED BY:	AC
ISSUE DATE:	12/22/2022
DRAWING FILE:	DD_Harris Residence.rvt
PHASE:	

DESIGN DEVELOPMENT

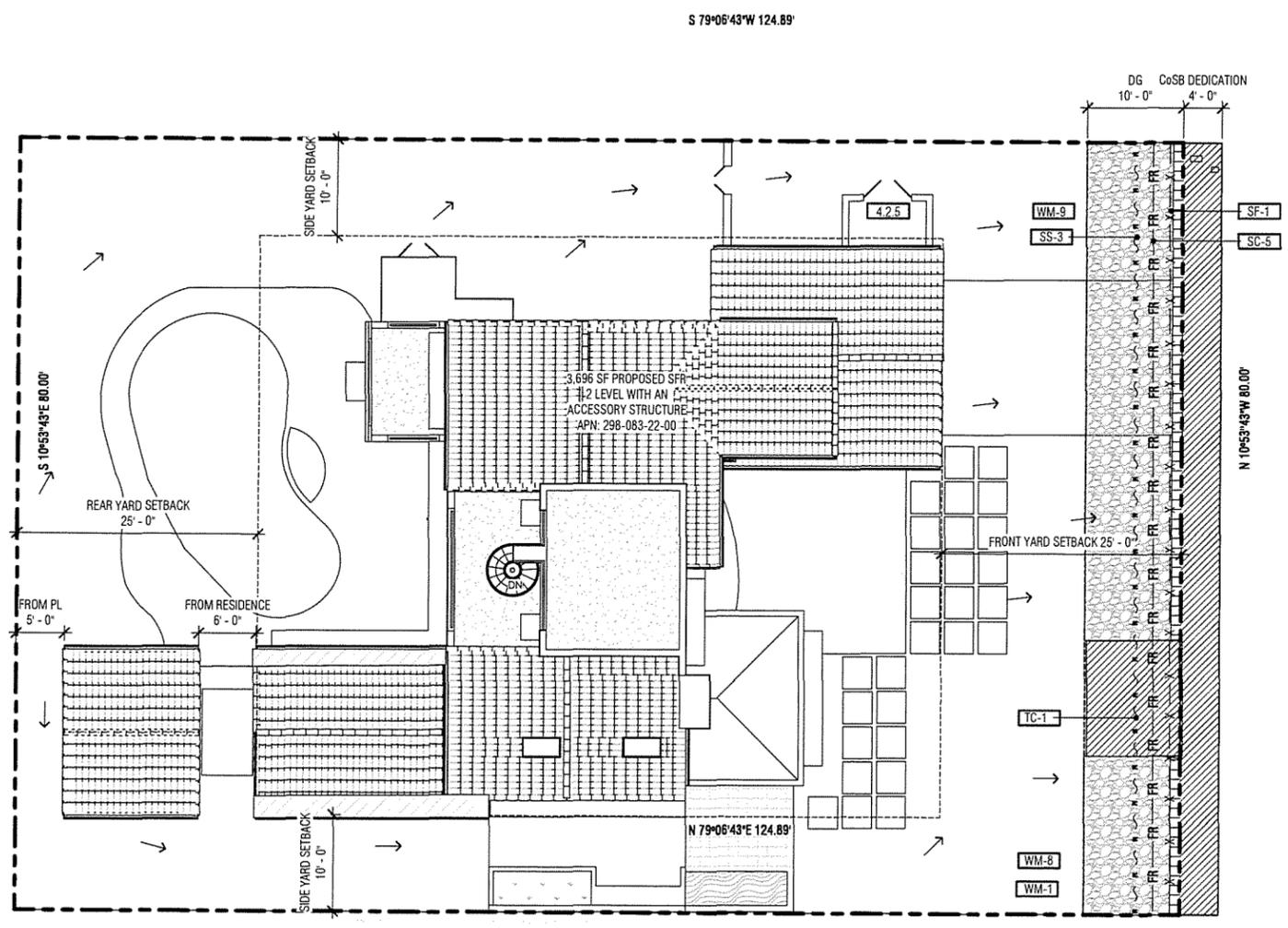
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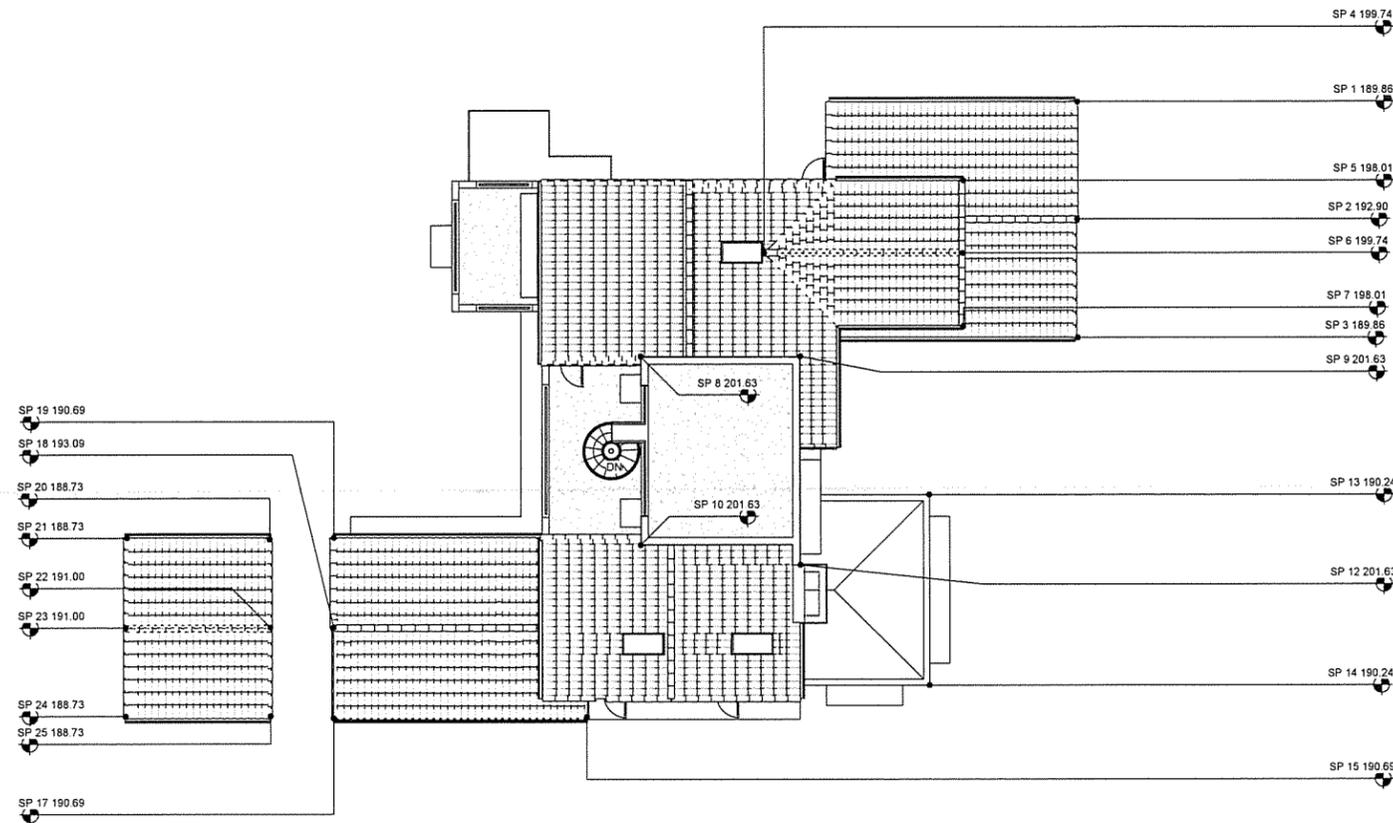
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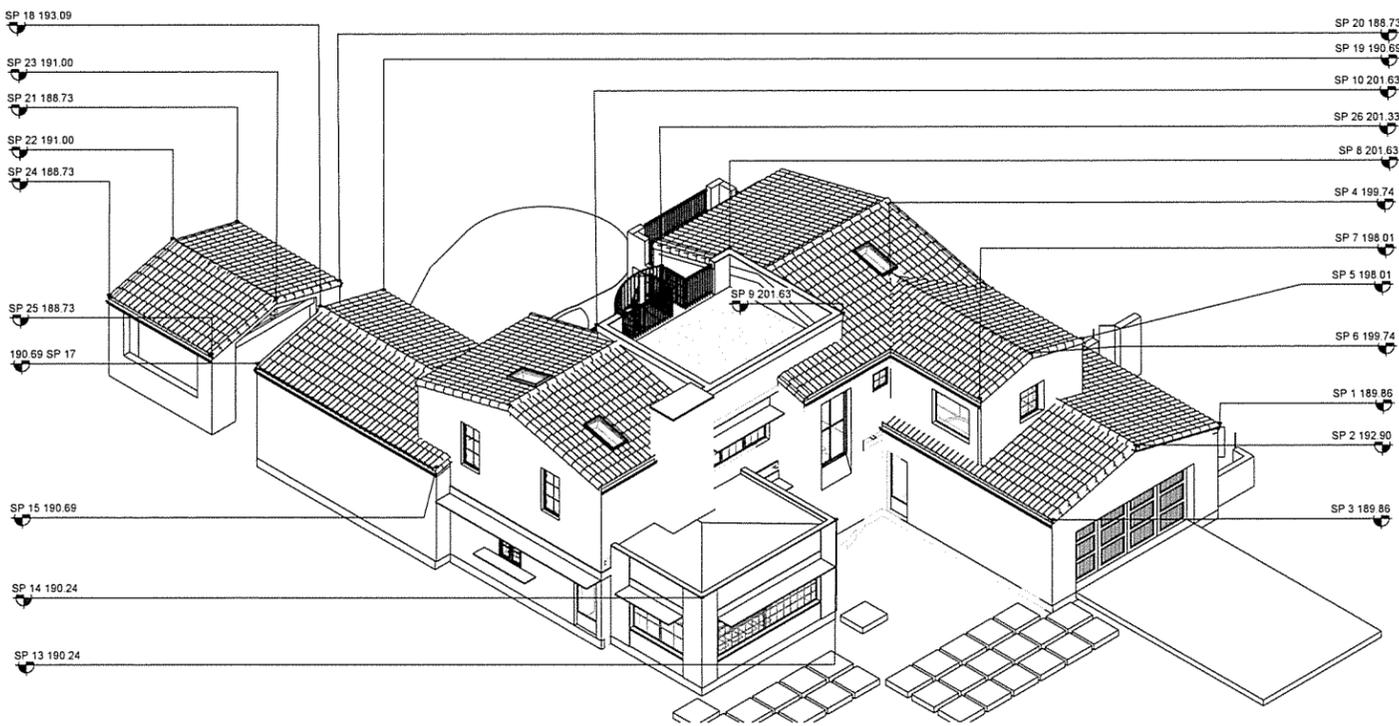
BMP LEGEND

PDS 659	BROW DITCH	⇒ ⇒
PDS 659	BERM	→ • →
	DIRECTION OF LOT DRAINAGE	→ →
MATERIALS & WASTE MANAGEMENT BMPs		
WM-1	MATERIAL DELIVERY & STORAGE	
WM-4	SPILL PREVENTION & CONTROL	
WM-5	SOLID WASTE MANAGEMENT	
WM-6	HAZARDOUS WASTE MANAGEMENT	
WM-8	CONCRETE WASTE MANAGEMENT	
WM-9	SANITARY WASTE MANAGEMENT	
TEMPORARY RUNOFF CONTROL BMPs		
SS-2	PRESERVATION OF EXISTING VEGETATION	~ ~ ~ ~
SS-3	BONDED OR STABILIZED FIBER MATRIX (WINTER)	~ ~ ~ ~
SS-4	HYDROSEEDING (SUMMER)	~ ~ ~ ~
SS-6 / SS-8	STRAW OR WOOD MULCH	~ ~ ~ ~
SS-7	PHYSICAL STABILIZATION (WINTER)	~ ~ ~ ~
SS-10	ENERGY DISSIPATOR	~ ~ ~ ~
SC-1	SILT FENCE	— — — —
SC-2	SEDIMENT/DESILTING BASIN	~ ~ ~ ~
SC-5	FIBER ROLLS	— FR — FR —
SC-6 / SC-8	GRAVEL OR SAND BAGS	~ ~ ~ ~
SC-7	STREET SWEEPING AND VACUUMING	~ ~ ~ ~
SC-10	STORM DRAIN INLET PROTECTION	~ ~ ~ ~
SF-1	SITE FENCE	— X — X —
NS-2	DEWATERING FILTRATION	~ ~ ~ ~
TC-1	STABILIZED CONSTRUCTION ENTRANCE	~ ~ ~ ~
TC-2	CONSTRUCTION ROAD STABILIZATION	~ ~ ~ ~
TC-3	ENTRANCE / EXIT TIRE WASH	~ ~ ~ ~
POST-CONSTRUCTION SITE DESIGN BMPs		
4.3.1	MAINTAIN NATURAL DRAINAGE PATHWAYS AND HYDROLOGIC FEATURES	
4.3.2	CONSERVE NATURAL AREA, SOILS, AND VEGETATION	
4.3.3	MINIMIZE IMPERVIOUS AREA	
4.3.4	MINIMIZE SOIL COMPACTION	
4.3.5	IMPERVIOUS AREA DISPERSION	
4.3.6	RUNOFF COLLECTION	
4.3.7	LANDSCAPING WITH NATIVE OR DROUGHT TOLERANT SPECIES	
4.3.8	HARVESTING AND USING PRECIPITATION	
POST-CONSTRUCTION SOURCE CONTROL BMPs		
4.2.1	PREVENTION OF ILLICIT DISCHARGES INTO THE MS4	
4.2.2	STORM DRAINS STENCILING AND POSTING OF SIGNAGE	
4.2.3	PROTECTED OUTDOOR MATERIALS STORAGE AREAS	
4.2.4	PROTECT MATERIALS STORED IN OUTDOOR WORK AREAS	
4.2.5	PROTECT TRASH STORAGE AREAS	
4.2.6	ADDITIONAL BMPs BASED ON POTENTIAL RUNOFF POLLUTANTS:	
A	ON-SITE STORM DRAIN INLETS	
B	INTERIOR FLOOR DRAINS & ELEVATOR SHAFT SUMPS	
C	INTERIOR PARKING GARAGES	
D	NEED FOR FUTURE INDOOR & STR. PEST CONTROL	
E	LANDSCAPE/OUTDOOR PESTICIDE USE	
F	POOLS, SPAS, PONDS, FOUNTAINS, & WATER FEATURES	
G	FOOD SERVICE	
H	TRASH OR REFUSE AREAS	
I	INDUSTRIAL PROCESSES	
J	OUTDOOR STORAGE OF EQUIP. OR MATERIALS	
K	VEHICLE AND EQUIPMENT CLEANING	
L	VEHICLE/EQUIPMENT REPAIR AND MAINTENANCE	
M	FUEL DISPENSING AREAS	
N	LOADING DOCKS	
O	FIRE SPRINKLER TEST WATER	
P	MISCELLANEOUS DRAIN OR WASH WATER	
Q	PLAZAS, SIDEWALKS, DRIVEWAYS, AND PARKING LOTS	

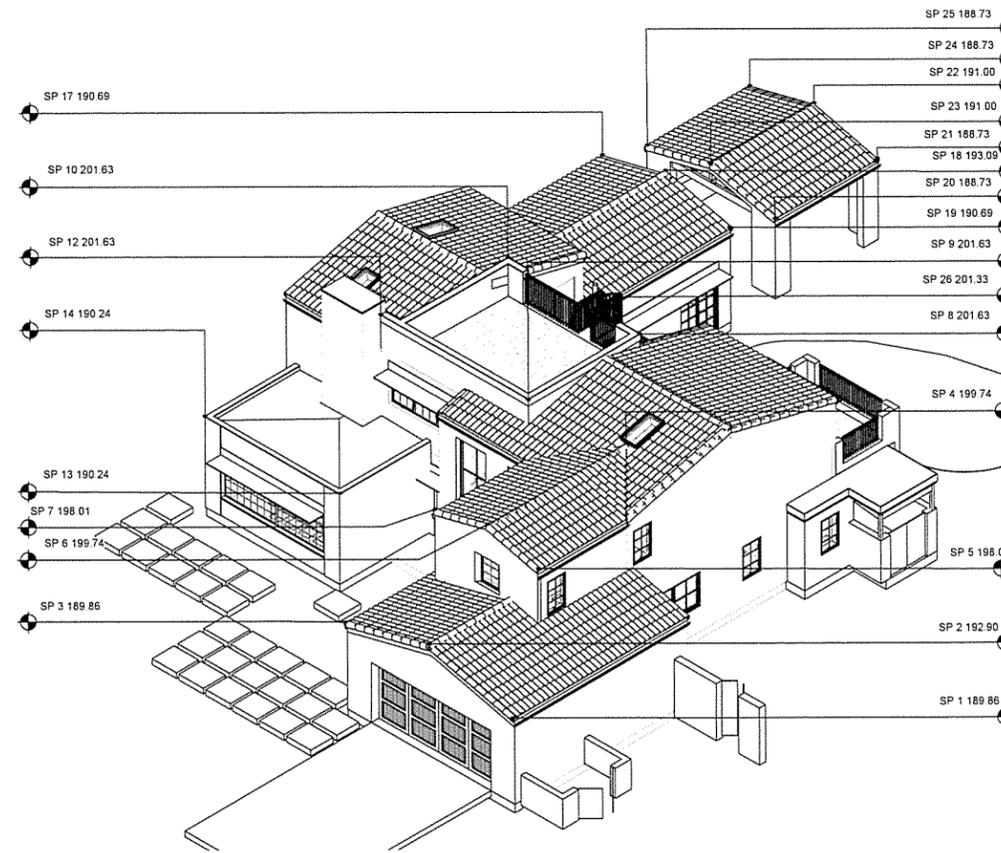




1 STORY POLE PLAN
1/8" = 1'-0"



2 STORY POLE ISOMETRIC -1



3 STORY POLE ISOMETRIC -2

STORY POLE GENERAL SCHEDULE

STORY POLE NUMBER	PT ELEV	PLAN ELEV	C/F LENGTH
1	179.66	189.86	10.2
2	179.66	192.9	13.24
3	179.66	189.86	10.2
4	179.66	199.74	20.08
5	179.66	198.01	18.35
6	179.66	199.74	20.08
7	179.66	198.01	18.35
8	179.66	201.33	21.67
9	179.66	201.33	21.67
10	179.66	201.33	21.67
11	179.66	201.33	21.67
12	179.66	201.33	21.67
13	179.66	190.24	10.58
14	179.66	190.24	10.58
15	179.66	190.69	11.03
16	179.66	190.69	11.03
17	179.66	190.69	11.03
18	179.66	193.09	13.43
19	179.66	190.69	11.03
20	179.66	188.73	9.07
21	179.66	188.73	9.07
22	179.66	191	11.34
23	179.66	191	11.34
24	179.66	188.73	9.07
25	179.66	188.73	9.07
26	179.66	201.33	21.67

PROJECT:

HARRIS RESIDENCE
255 SOUTH NARDO, SOLANA BEACH, CA 92075

ARCHITECT:



ANDREW E. CROCKER, AIA
646 VALLEY AVENUE, SUITE A
SOLANA BEACH, CA 92075
T: 858.345.1295

CONSULTANT:

NO.	REVISION:	DATE:
2	CoSB PLANNING DEPT	03.16.2023

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STAMP:

PROJECT NAME:	HARRIS RESIDENCE
JOB NO:	2204
DRAWN BY:	Author
CHECKED BY:	AC
ISSUE DATE:	12/22/2022
DRAWING FILE:	XX/XX/22
PHASE:	

DESIGN DEVELOPMENT

SHEET TITLE: STORY POLES

SHEET NO: G005

AREA PLAN GENERAL NOTES

1. ALL DIMENSIONS ARE MEASURED FROM THE EXTERIOR WALL SURFACES.
2. EXTERIOR AREA THAT IS SURROUNDED BY THREE OR MORE WALLS AND COVERED SHALL COUNT TOWARDS FLOOR AREA.

PROJECT:

HARRIS RESIDENCE
255 SOUTH NARDO, SOLANA BEACH, CA 92075

ARCHITECT:



ANDREW E. CROCKER, AIA
646 VALLEY AVENUE, SUITE A
SOLANA BEACH, CA 92075
T: 858.345.1295

CONSULTANT:

PROJECT AREA CALCULATIONS

• EXISTING FIRST LEVEL:	1,661 SF
• PROPOSED FIRST LEVEL ADDITION:	623 SF
• EXISTING SECOND LEVEL:	1,055 SF
• PROPOSED SECOND LEVEL ADDITION:	167 SF
• EXISTING GARAGE:	508 SF
• EXISTING FANTOM FLOOR (15' + CEILING):	N/A
• PROPOSED FANTOM FLOOR (15' + CEILING):	N/A
• COVERED AND ENCLOSED EXTERIOR AREA:	N/A
• PROPOSED COVERED AND ENCLOSED EXTERIOR AREA:	N/A
SUB-TOTAL:	4,014 SF
GARAGE FAR EXEMPTION:	-400 SF
TOTAL FLOOR AREA PROPOSED:	3,614 SF
MAXIMUM FLOOR AREA ALLOWED:	3,700 SF

WALL CALCULATION

LEVEL 1: TOTAL EXISTING WALLS: 270'-9 1/2"

DEMO WALLS:

- WALL 1: 22'-5"
- WALL 2: 7'-11 1/2"
- WALL 4: 1'-11 1/4"
- WALL 5: 4'-0"
- WALL 6: 3'-10"
- WALL 7: 19'-9"
- WALL 8: 13'-4 1/2"
- WALL 9: 19'-9 3/4"
- WALL 11: 1'-8"
- WALL 13: 5'-3 3/4"

TOTAL DEMO: 100'-0 3/4"

TOTAL % TO REMAIN: 63%
TOTAL % DEMO: 37%

LEVEL 2: TOTAL EXISTING WALLS: 160'-9"

DEMO WALLS:

- WALL 1: 21'-1"
- WALL 2: 1'-11 1/4"
- WALL 6: 1'-3 1/2"

TOTAL DEMO: 24'-3 3/4"

TOTAL % TO REMAIN: 85%
TOTAL % DEMO: 15%

TOTAL EXISTING WALLS:	431'-6 1/2"
TOTAL DEMO WALLS:	124'-4 1/2"
TOTAL REMAINING:	71%

NO: REVISION: DATE:

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STAMP:

PROJECT NAME: HARRIS RESIDENCE

JOB NO: 2204

DRAWN BY: RV

CHECKED BY: AC

ISSUE DATE: 07/13/2023

DRAWING FILE: DD_Harris Residence.rvt

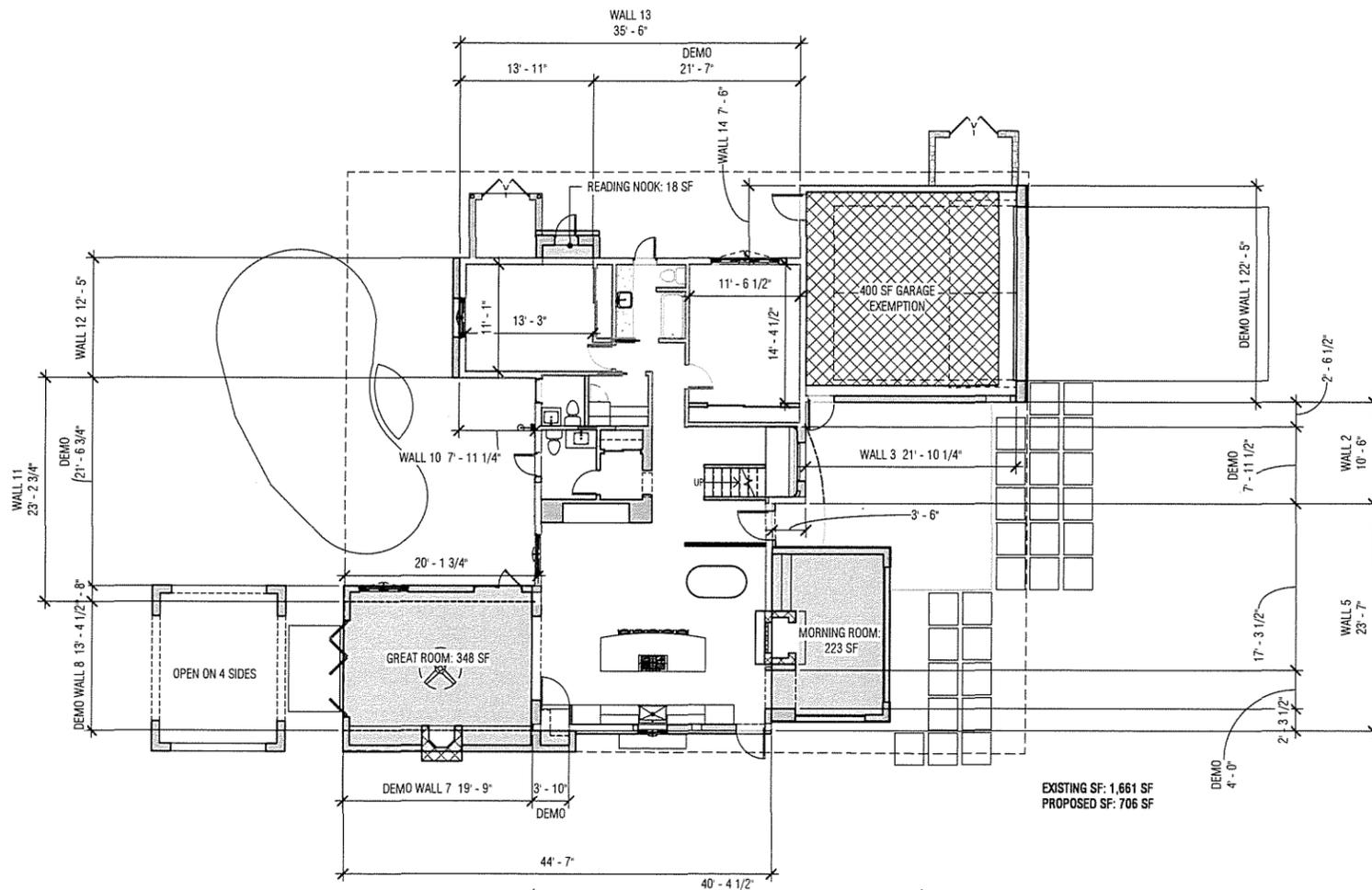
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CONSTRUCTION DOCUMENTS

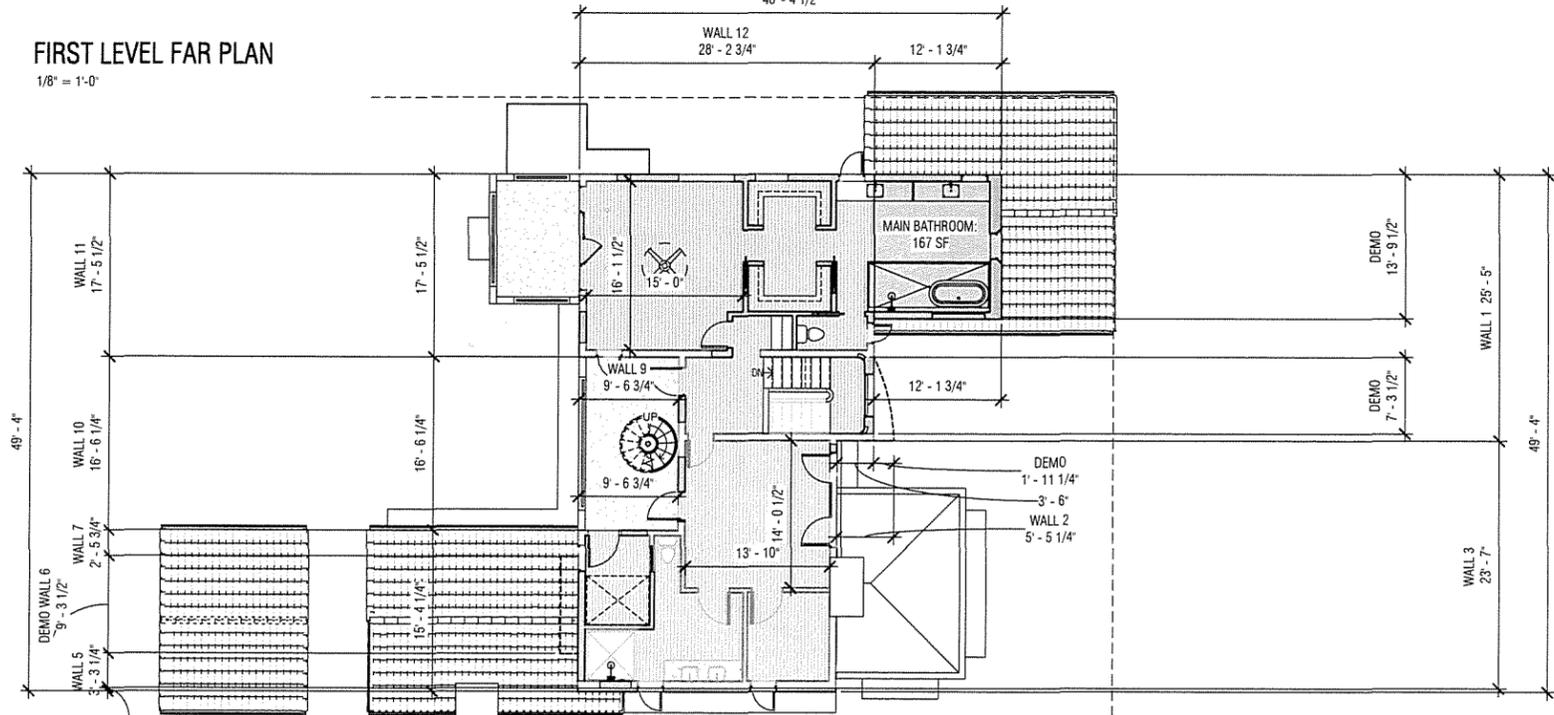
SHEET TITLE: FAR PLAN

SHEET NO: G006

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1 FIRST LEVEL FAR PLAN



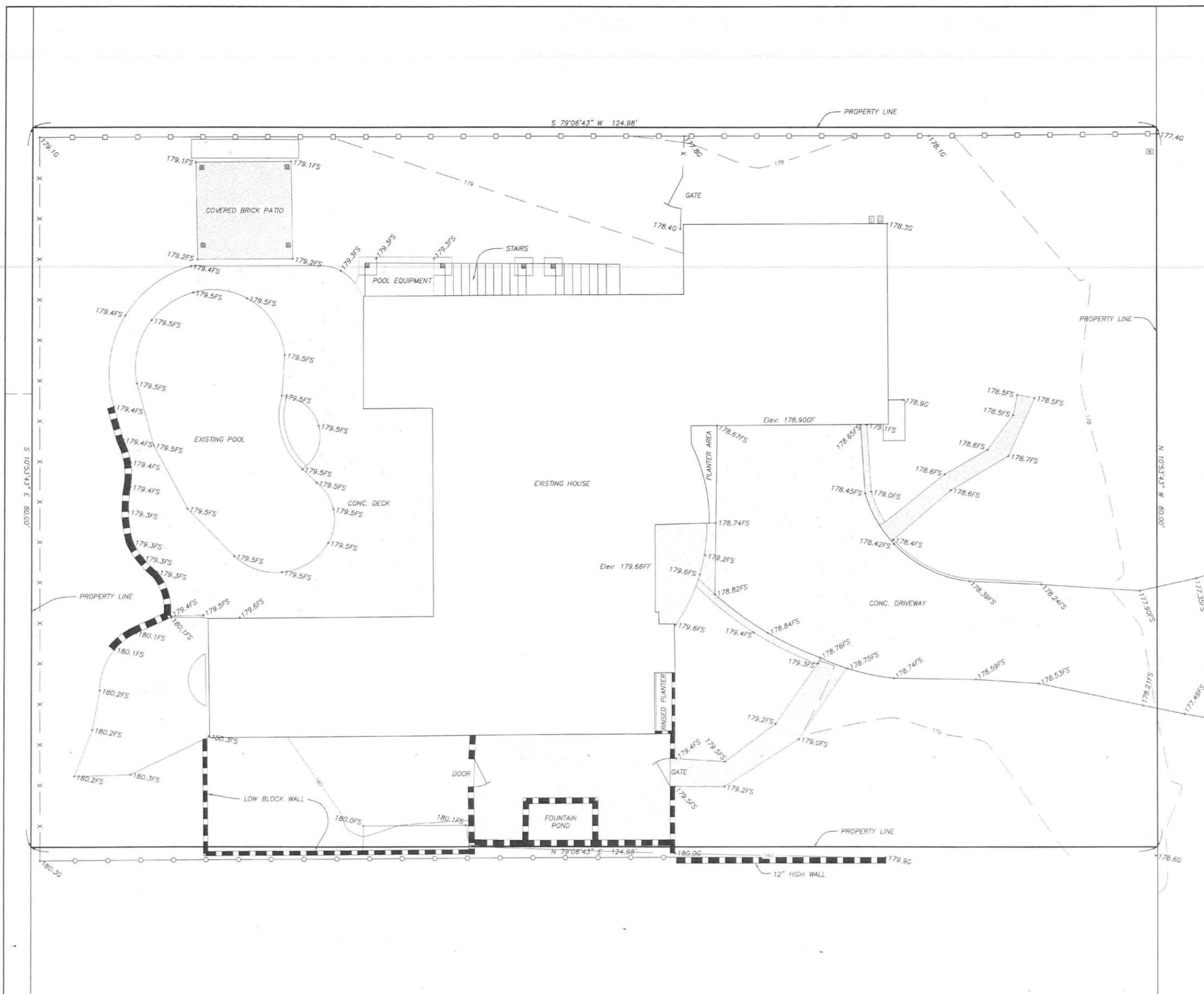
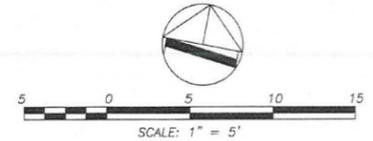
2 SECOND LEVEL FAR PLAN

HATCH LEGEND

- PROPOSED ADDITION SF
- EXISTING AREA
- GARAGE EXEMPTION AREA: 400 SF

EXISTING SF: 1,055 SF
PROPOSED SF: 167 SF

EXISTING SF: 1,661 SF
PROPOSED SF: 706 SF



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, NAD 83 (CCS83) [EPOCH 2017.50], ZONE 6, AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS OPERATING REFERENCE STATIONS (CORS) S105 AND DSME IN ACCORDANCE WITH THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).

QUOTED BEARINGS FROM REFERENCE MAPS OR DEEDS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.

THE COMBINED SCALE FACTOR AT STATION "DSME" IS 0.9999586136

BENCHMARK

THE BENCHMARK FOR THIS SURVEY IS THE CITY OF SAN DIEGO SURVEY CONTROL POINT "446", AS SHOWN ON RECORD OF SURVEY 14492. A 2-INCH BRASS DISC, STAMPED "LS 4300 1980", LOCATED IN THE TOP OF CURB ON THE NORTH SIDE OF WEST SOLANA CIRCLE 600- FEET WEST OF THE INTERSECTION OF WEST SOLANA CIRCLE AND EAST SOLANA CIRCLE.

ELEVATION = 181.48' NAVD 88

LEGAL DESCRIPTION

THE SOUTHERLY 80 FEET OF THE NORTHERLY 120 FEET OF THE EASTERLY 125 FEET OF LOT 1 IN BLOCK 2 OF SOLANA BEACH, IN THE CITY OF SOLANA BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1749, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 5, 1923.

APN: 298-083-22-00

SITE ADDRESS: 255 SOUTH NARDO AVENUE, SOLANA BEACH, CA 92075

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT AT THE REQUEST OF JEFFERY AND ERICA HARRIS, IN JULY, 2022

Armand A. Marois
 ARMAND A. MAROIS, L.S. 5941
 DATE: 10/6/2022

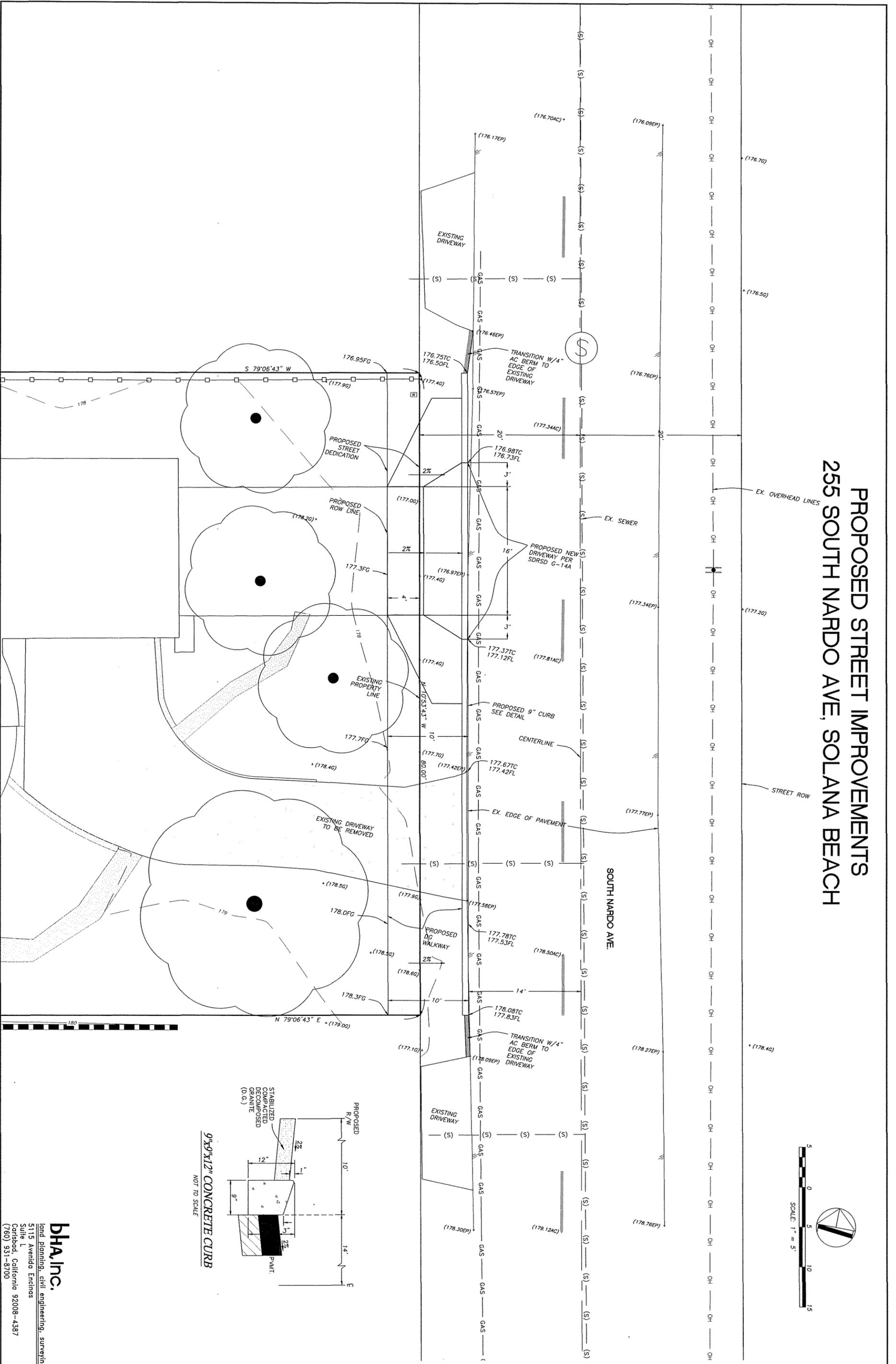


TOPOGRAPHIC LEGEND

- PROPERTY LINE
- CHAIN LINK FENCE
- WOOD FENCE
- VINYL FENCE
- EXISTING WALL
- BRICK PAVERS
- CONCRETE SURFACE
- TILE SURFACE
- WATER METER
- SPOT ELEVATION
- ELECTRIC METER
- GAS METER

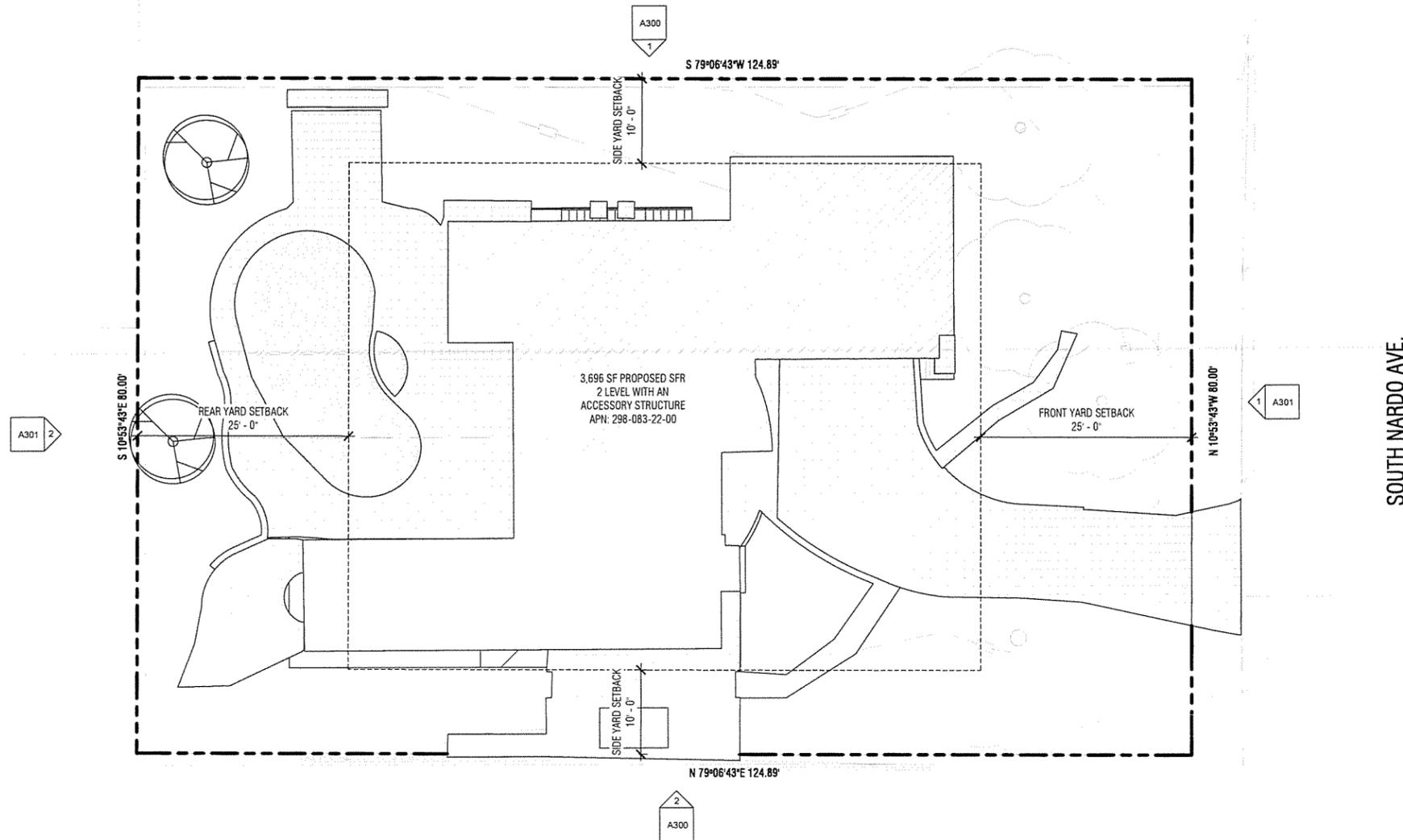
bha, inc.
 land planning, civil engineering, surveying
 5115 Avenida Encinas
 Suite L
 Carlsbad, California 92008-4387
 (760) 931-8700

PROPOSED STREET IMPROVEMENTS 255 SOUTH NARDO AVE, SOLANA BEACH



bha, Inc.
land planning, civil engineering, surveying
5115 Avenida Encinas
Suite L
Carlsbad, California 92008-4387
(760) 931-8700

K:\Cadd\301\533\SUR\271\sur-0698-1533.dwg



SITE PLAN AREA BREAKDOWN SUMMARY

CATEGORY	EXISTING (SF)	PROPOSED TOTAL (SF)	DIFFERENTIAL
NON-LANDSCAPED AREA ^a	2,320	2,973	+653
NON-IRRIGATED LANDSCAPE ^b	4,761	3,683	-1,078
IRRIGATED LANDSCAPE	0	330	+330
WATER FEATURES ^c	499	499	0
DECORATIVE HARDSCAPE ^d	2,420	2,515	+95
TOTAL LOT AREA	10,000	10,000	

	AREA OF WORK (SF)
IRRIGATED LANDSCAPE	+330
WATER FEATURES ^c	0
DECORATIVE HARDSCAPE ^d	+95
AGGREGATE LANDSCAPE AREA^e	425

QUANTITY OF GRADING

W	C.Y. - SITE GRADING	5 C.Y.
X	C.Y. - EXCAVATION FOR THE FOOTINGS OF NEW CONSTRUCTION	2 C.Y.
Y	C.Y. - REMOVAL AND RE-COMPACTION FOR CONSTRUCTION	0 C.Y.
Z	C.Y. - TOTAL GRADING (W + X + Y)	7 C.Y.

NOTE: EARTHWORK QUANTITIES ARE ESTIMATED FOR PERMIT PURPOSES ONLY AND REPRESENT COMPACT (IN PLACE) VOLUMES ONLY. THESE VALUES ARE CALCULATED ON A THEORETICAL BASIS. ACTUAL QUANTITIES MAY VARY DUE TO OBSERVED SHRINKAGE AND/OR SETTLING FACTORS. ALL EXCAVATION SHALL BE DISPOSED OF AT A LEGAL DISPOSAL FACILITY.

PROPERTY INFORMATION

PROPERTY OWNER:
JEFF AND ERICA HARRIS
255 SOUTH NARDO AVE
SOLANA BEACH, CA 92075

CONTACT: JEFF AND ERICA HARRIS
PHONE: 415.815.8184
EMAIL: ERICALEA83@GMAIL.COM | HARRIS.JEFF01@GMAIL.COM

APN: 298-083-22-00

PARCEL NET AREA: 10,000 SF/23 ACRE

RESIDENCE IS CONNECTED TO SEWER

VICINITY MAP



DIMENSIONING NOTE

- ALL DIMENSIONS ARE MEASURED FROM THE EXTERIOR WALL SURFACES.

(E) HATCH LEGEND

- (E) IMPERVIOUS AREA: 2,420 SF
- (E) HOME: 2,320 SF
- (E) WATER FEATURE: 499 SF
- (E) NON-IRRIGATED LANDSCAPE: 4,761 SF

SITE PLAN KEY NOTES

- EXISTING ROOF
- EXISTING CHIMNEY
- EXISTING POOL AND SPA
- ACCESSORY STRUCTURE
- NEW SPIRAL STAIR
- NEW TRASH ENCLOSURE - NOT COVERED
- POOL EQUIPMENT
- PATIO WITH WATER FEATURE
- NEW ROOF DECK
- ELECTRIC METER - TO REMAIN
- WATER METER - TO REMAIN
- DRIVEWAY
- GAS METER - TO REMAIN

XX

PROJECT:
HARRIS RESIDENCE
255 SOUTH NARDO, SOLANA BEACH, CA 92075



ARCHITECT:
ANDREW E. CROCKER, AIA
646 VALLEY AVENUE, SUITE A
SOLANA BEACH, CA 92075
T: 858.345.1295

CONSULTANT:

NO:	REVISION:	DATE:
1	CoSB PLANNING DEPT	12.20.2022

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STAMP:

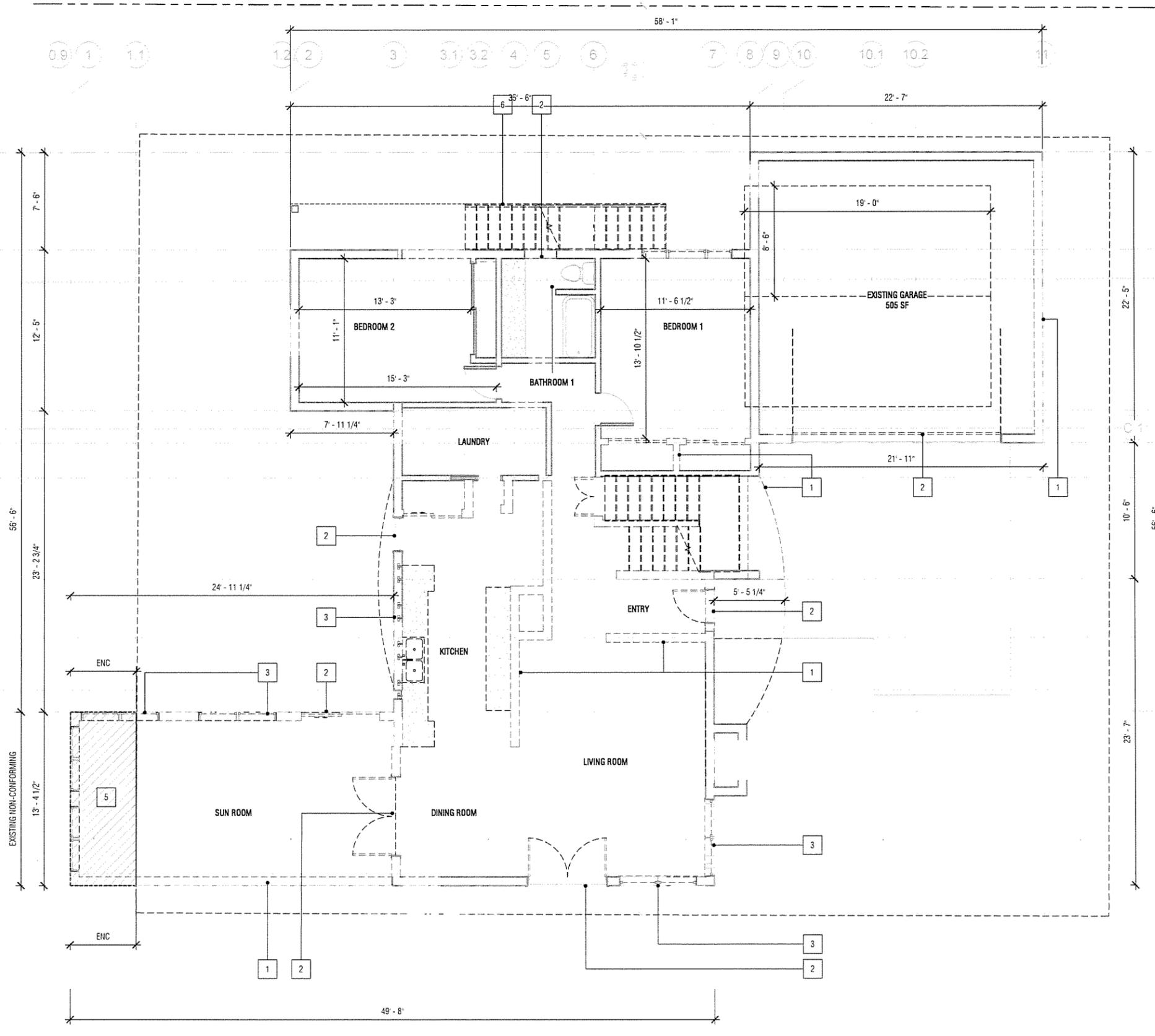
PROJECT NAME:	HARRIS RESIDENCE
JOB NO:	2204
DRAWN BY:	RV
CHECKED BY:	AC
ISSUE DATE:	12/22/2022
DRAWING FILE:	DD_Harris Residence.rvt
PHASE:	

DESIGN DEVELOPMENT

SHEET TITLE: EXISTING SITE PLAN

SHEET NO: **A100a**

S 79°06'43"W 124.89'



N 79°06'43"E 124.89'

DIMENSIONING NOTE

1. ALL DIMENSIONS ARE MEASURED FROM THE EXTERIOR WALL SURFACES.

DEMO PLAN KEY NOTES

XX

1. DEMO WALL
2. DEMO DOOR
3. DEMO WINDOW
4. EXISTING CHIMNEY TO REMAIN
5. EXISTING NON-CONFORMING PORTION TO BE REMOVED
6. DEMO SITE STAIR

WALL LEGEND

- [---] EXISTING WALL TO BE DEMOLISHED
- [—] EXISTING WALL TO REMAIN
- [■] NEW WALL

PROJECT:

HARRIS RESIDENCE
255 SOUTH NARDO, SOLANA BEACH, CA 92075

ARCHITECT:



ANDREW E. CROCKER, AIA
646 VALLEY AVENUE, SUITE A
SOLANA BEACH, CA 92075
T: 858.345.1295

CONSULTANT:



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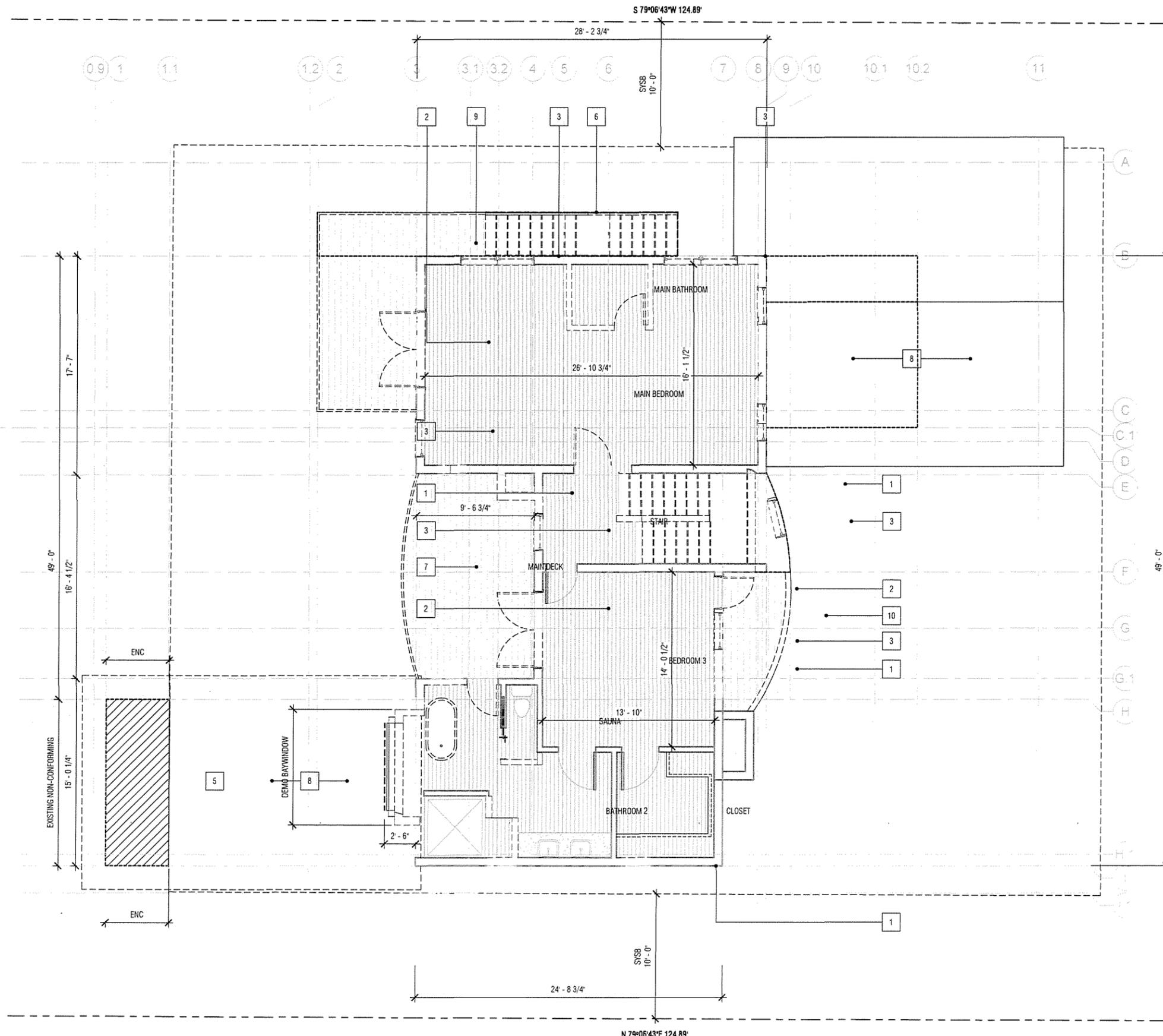
SHEET TITLE: DEMO FIRST FLOOR PLAN

SHEET NO.:

A101

6/8/2023 11:34:31 AM

1 (E) FIRST LEVEL FLOOR PLAN
1/4" = 1'-0"



DIMENSIONING NOTE

1. ALL DIMENSIONS ARE MEASURED FROM THE EXTERIOR WALL SURFACES.

DEMO PLAN KEY NOTES

XX

1. DEMO WALL
2. DEMO DOOR
3. DEMO WINDOW
4. EXISTING CHIMNEY TO REMAIN
5. EXISTING NON-CONFORMING PORTION TO BE REMOVED
6. DEMO SITE STAIR
7. DEMO GUARDRAIL
8. DEMO ROOF
9. DEMO PORTION OF DECK
10. DEMO DECK

PROJECT:

HARRIS RESIDENCE
255 SOUTH NARDO, SOLANA BEACH, CA 92075

ARCHITECT:



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STAMP:

PROJECT NAME:	HARRIS RESIDENCE
JOB NO:	2204
DRAWN BY:	Author
CHECKED BY:	AC
ISSUE DATE:	12/22/2022
DRAWING FILE:	XX/00/22
PHASE:	

DESIGN DEVELOPMENT

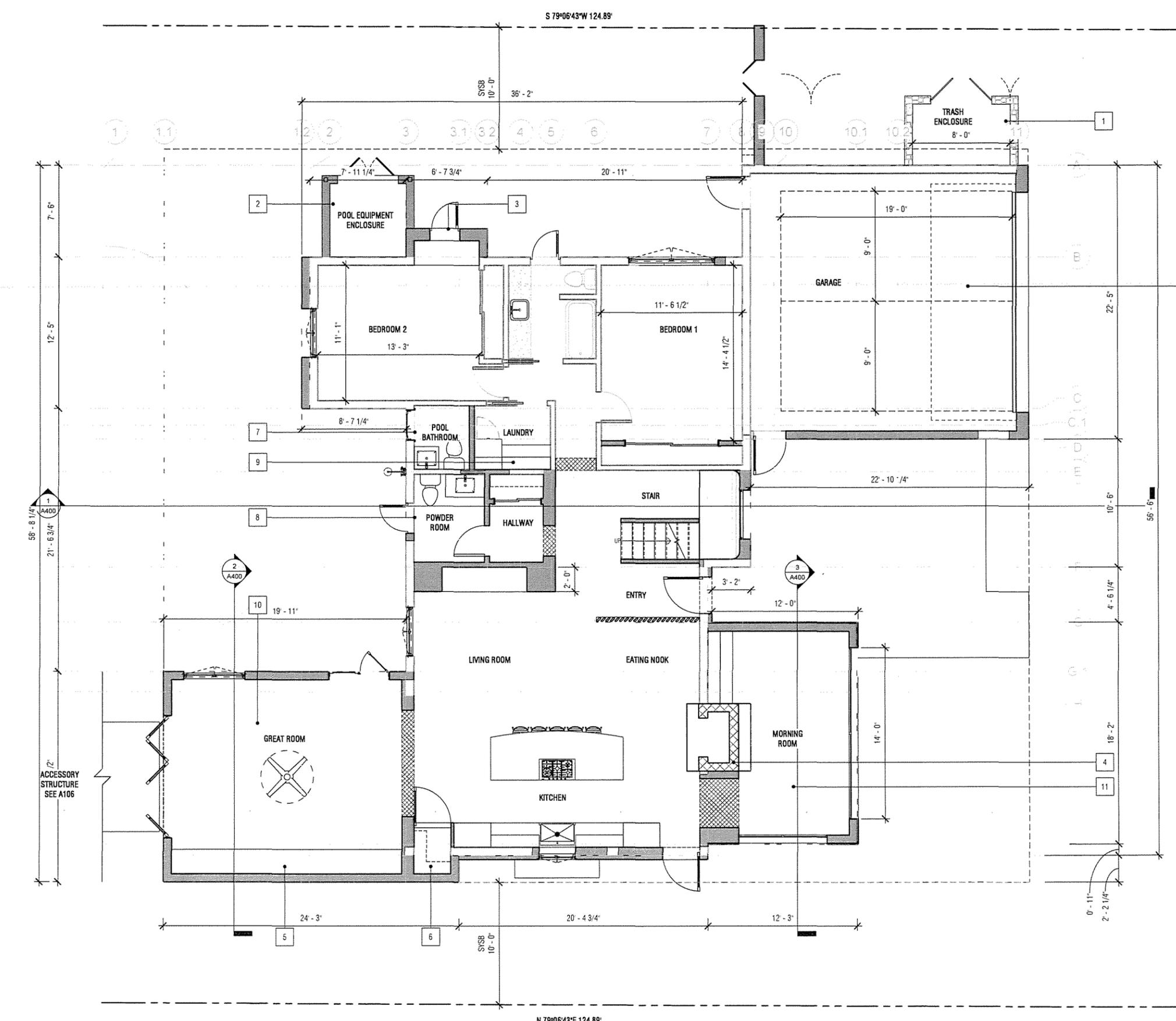
SHEET TITLE: DEMO SECOND FLOOR PLAN

SHEET NO: A102

WALL LEGEND

- EXISTING WALL TO BE DEMOLISHED
- EXISTING WALL TO REMAIN
- NEW WALL

1 (E) SECOND LEVEL FLOOR PLAN
1/4" = 1'-0"



DIMENSIONING NOTE

- 1. ALL DIMENSIONS ARE MEASURED FROM THE EXTERIOR WALL SURFACES.

FLOOR PLAN KEY NOTES

XX

- 1. NEW TRASH ENCLOSURE
- 2. NEW POOL EQUIPMENT ENCLOSURE
- 3. NEW READING NOOK
- 4. EXISTING FIREPLACE TO REMAIN
- 5. NEW FIREPLACE
- 6. NEW PANTRY
- 7. NEW POOL BATHROOM
- 8. NEW POWDER ROOM
- 9. NEW LAUNDRY
- 10. NEW GREAT ROOM
- 11. NEW MORNING ROOM
- 12. 2-CAR GARAGE

WALL LEGEND

- [---] EXISTING WALL TO BE DEMOLISHED
- [---] EXISTING WALL TO REMAIN
- [---] NEW WALL

PROJECT:

HARRIS RESIDENCE
255 SOUTH NARDO, SOLANA BEACH, CA 92075

ARCHITECT:



ANDREW E. CROCKER, AIA
646 VALLEY AVENUE, SUITE A
SOLANA BEACH, CA 92075
T. 858.345.1295

CONSULTANT:

NO:	REVISION:	DATE:
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STAMP:

PROJECT NAME:	HARRIS RESIDENCE
JOB NO:	2204
DRAWN BY:	Author
CHECKED BY:	AC
ISSUE DATE:	07/13/2023
DRAWING FILE:	XXXX/22
PHASE:	

CONSTRUCTION DOCUMENTS

SHEET TITLE: **PROPOSED FIRST FLOOR PLAN**

SHEET NO:

A103

7/3/2023 9:40:37 AM

1 FIRST LEVEL FLOOR PLAN
1/4" = 1'-0"



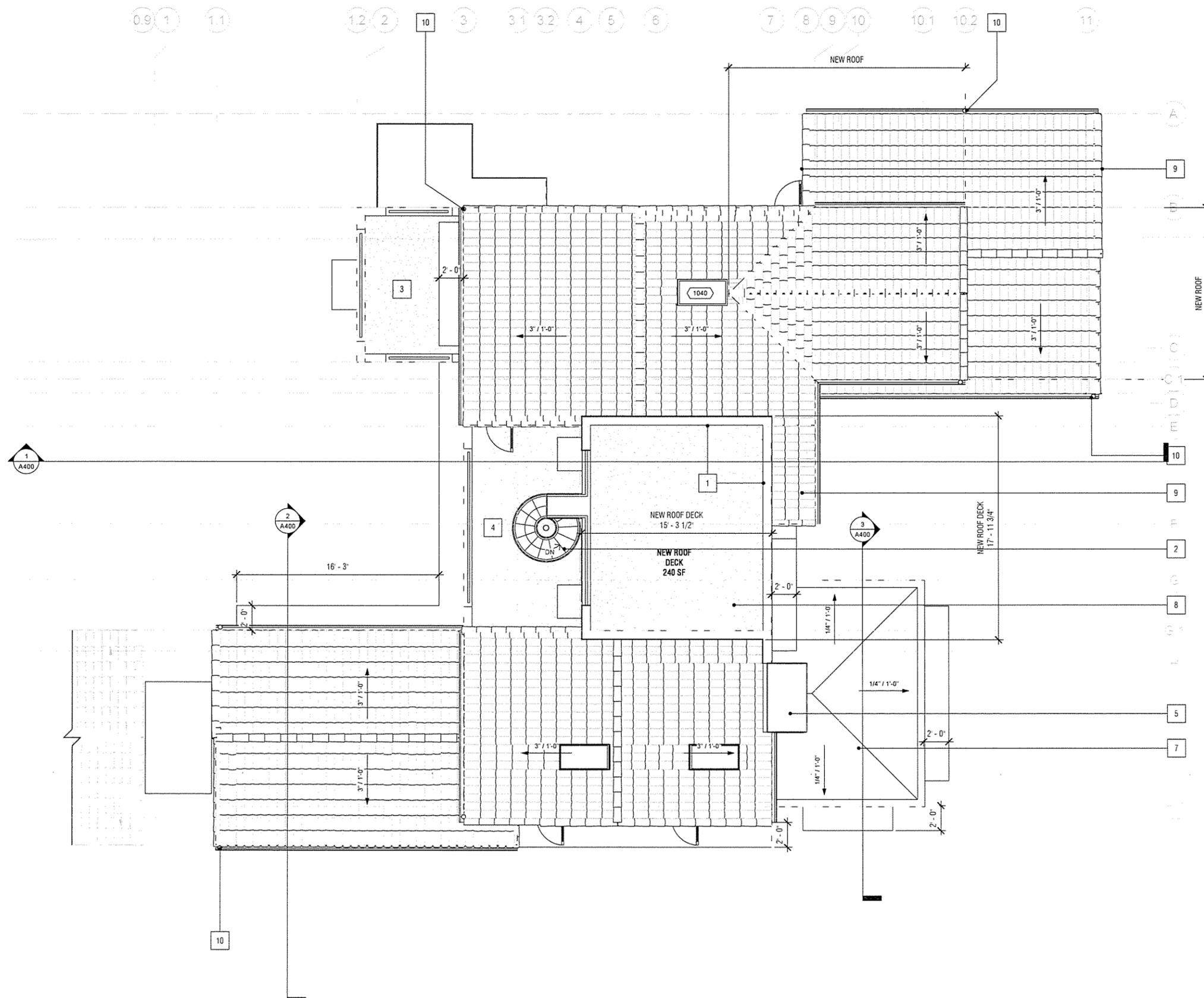
DIMENSIONING NOTE

1. ALL DIMENSIONS ARE MEASURED FROM THE EXTERIOR WALL SURFACES.

ROOF PLAN KEY NOTES

XX

1. 42" GUARDRAIL
2. NEW SPIRAL STAIR
3. NEWLY PROPORTIONED DECK BELOW - MAIN ROOM
4. NEWLY PROPORTIONED DECK BELOW - MAIN DECK
5. EXISTING CHIMNEY
6. NEW CHIMNEY
7. NEW MORNING ROOM BELOW
8. NEW ROOF DECK
9. ALL EAVES CUT BACK TO WALL
10. ROOF DRAIN TO LANDSCAPE



ROOF PLAN LEGEND

- DECK / ROOF DRAINAGE: SLOPE = 1/4" / FT TYP. U.O.N
- ROOF DRAIN: 6" DRAIN SLOPE = 1/8" / FT MIN. TYP. TO DOWNSPOUT
- OVERFLOW DRAIN: LOCATE UP SLOPE OF ROOF DRAIN +1'. 3" DRAIN SLOPE = 1/8" / FT MIN. TYP. TO EXIT AT WALL IN OBSERVABLE LOCATION BY OCCUPANTS OR MAINTENANCE PERSONNEL.
- 2"x2" DOWNSPOUT TO LANDSCAPING AT GRADE. PROVIDE SPLASH BLOCK TOWARDS LANDSCAPING
- ROOF SCUPPER MIN. 3" WIDE X 4" HIGH OPENING TO D.S. NOTED ABOVE. SEE DETAIL 4/A702
- OVERFLOW SCUPPER MIN. 3" WIDE X 4" HIGH OPENING TO EXIT AT WALL IN OBSERVABLE LOCATION BY OCCUPANTS OR MAINTENANCE PERSONNEL. SEE DETAIL 4/A702
- 3"x3" S.S. GUTTER: SLOPE = 1/8" / FT MIN. TYP. TO DOWNSPOUT STAINLESS STEEL
- EAVE VENT = 0.67 SQ. FT. OF NET FREE VENTILATION PER 1 LINEAR FOOT OF VENT. VENT TO BE COVERED WITH CORROSION-RESISTANT SCREENING MATERIAL HAVING OPENINGS OF 1/8" AND NOTE MORE THAN 1/4". SEE ATTIC CALC. FOR EACH AREA OF L.F. OF VENT REQUIRED.
- PLUMBING VENT OR MISC. VENT
- FAU FLUE

NO.	REVISION:	DATE:
1	CoSB PLANNING DEPT	12.20.2022

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STAMP:

PROJECT NAME:	HARRIS RESIDENCE
JOB NO.:	2204
DRAWN BY:	Author
CHECKED BY:	AC
ISSUE DATE:	12/22/2022
DRAWING FILE:	XX/XX/22
PHASE:	

PROJECT NAME:	HARRIS RESIDENCE
JOB NO.:	2204
DRAWN BY:	Author
CHECKED BY:	AC
ISSUE DATE:	12/22/2022
DRAWING FILE:	XX/XX/22
PHASE:	

DESIGN DEVELOPMENT

SHEET TITLE: PROPOSED ROOF PLAN

SHEET NO: A105



DIMENSIONING NOTE

- ALL DIMENSIONS ARE MEASURED FROM THE EXTERIOR WALL SURFACES.

FLOOR PLAN KEY NOTES XX

- BBO AND COUNTER TOP
- PAVER

ELEVATIONS KEY NOTES XX

- NEW TRASH ENCLOSURE
- DEMO DOOR
- DEMO WINDOW
- EXISTING CHIMNEY TO REMAIN
- EXISTING NON-CONFORMING PORTION TO BE REMOVED
- DEMO SITE STAIR

DETACHED ACCESSORY STRUCTURES

DETACHED ACCESSORY STRUCTURES GREATER THAN 42" IN HEIGHT, EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (C) (5) OF THIS SECTION SBMC 17.20.040 (SPECIFIC REQUIREMENTS), DETACHED ACCESSORY STRUCTURES GREATER THAN 42" IN HEIGHT SHALL COMPLY WITH ALL OF THE FOLLOWING REQUIREMENTS:

- ACCESSORY STRUCTURES SHALL CONFORM TO ALL FRONT AND SIDE YARD SETBACKS
- ACCESSORY STRUCTURES MAY BE LOCATED WITHIN A REAR YARD SETBACK TO WITHIN FIVE FEET OF THE REAR PROPERTY LINE. SUCH STRUCTURES SHALL NOT OCCUPY MORE THAN 30 PERCENT OF THE REQUIRED REAR YARD AREA NOR MORE THAN ONE-THIRD OF THE LOT WIDTH, EXCEPT FOR A MAXIMUM 24 FOOT WIDE BY 20 FOOT DEEP GARAGE IN RESIDENTIAL PROPERTY ON AN ALLY ADJACENT TO COMMERCIAL PROPERTY.
 - THE STRUCTURE MEASURE 240 SF. THE REAR YARD SETBACK MEASURES 2000 SF. THE STRUCTURE MEASURES 12% OF THE REAR YARD SETBACK.
- ACCESSORY STRUCTURES CONFORM TO ALL APPLICABLE HEIGHT AND DAYLIGHT PLANE REQUIREMENTS SET FORTH IN SBMC 17.20.030(G) AND (H) AND SHALL NOT EXCEED A HEIGHT OF 12 FEET WHERE LOCATED WITHIN A REAR YARD SETBACK.
 - MAX HEIGHT TO TOP OF ROOFMATERIAL: 12'-0"
- A MINIMUM SPARATION DISTANCE OF SIX FEET SHALL BE MAINTAINED BETWEEN A DETACHED ACCESSORY STRUCTURE AND THE PRINCIPAL STRUCTURE
 - 6'-0" DISTANCE FROM PRIMARY RESIDENCE
- ACCESSORY STRUCTURE SHALL COMPLY WITH ALL APPLICABLE FIRE, HEALTH, SAFETY, AND BUILDING PROVISIONS OF THIS CODE.

NO.	REVISION:	DATE:

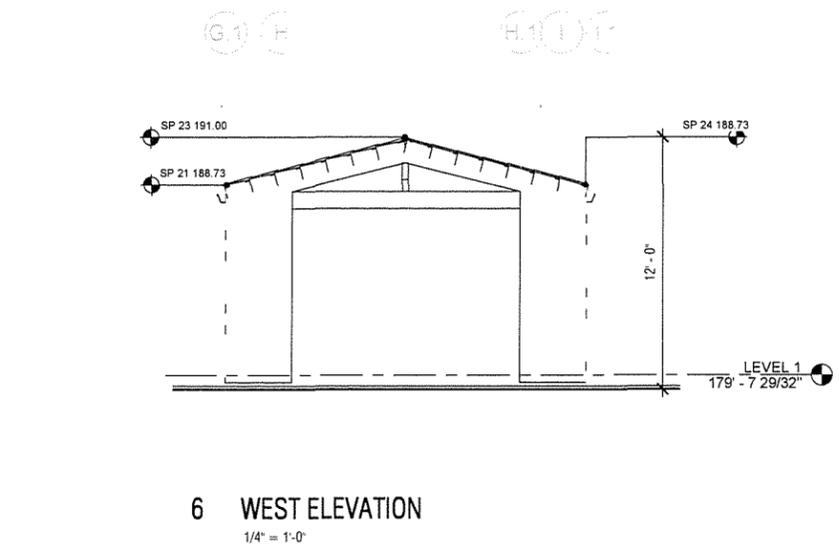
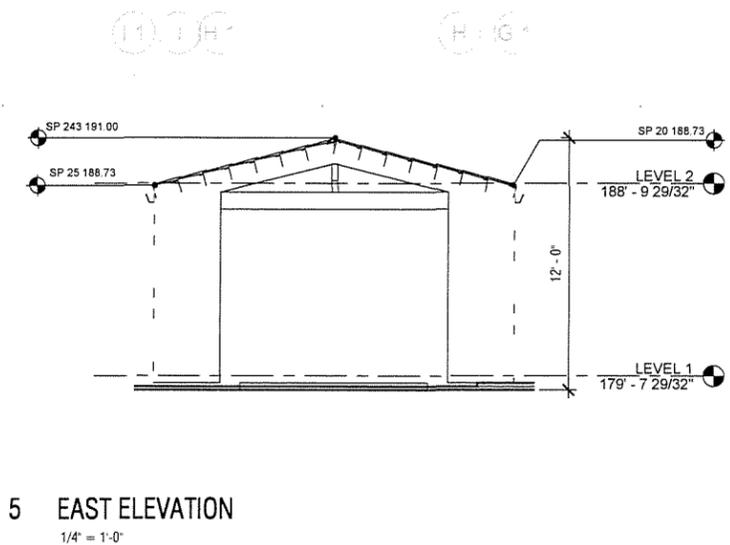
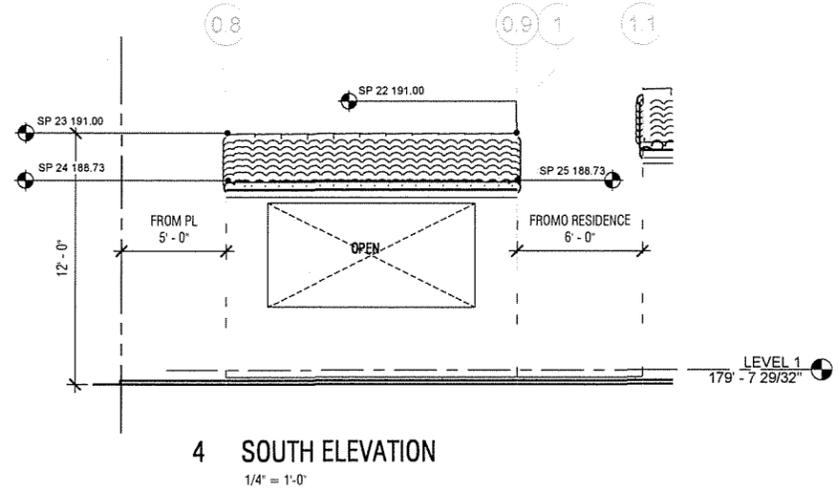
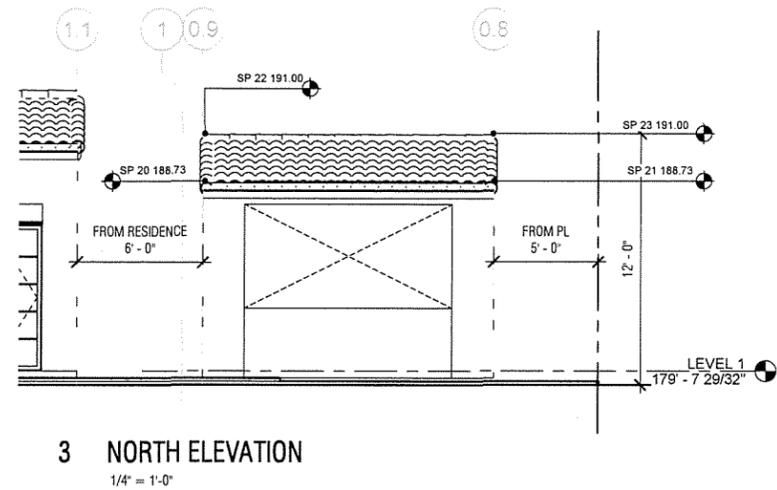
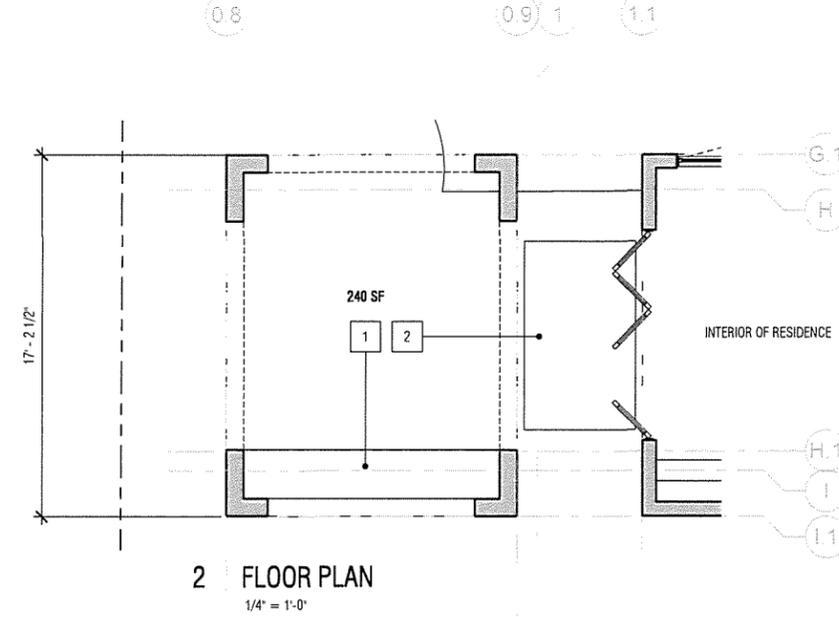
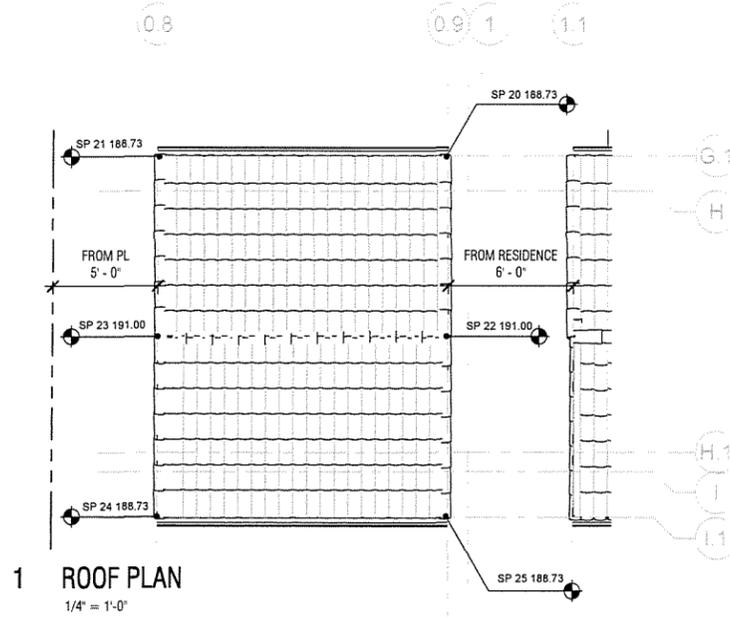
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PROJECT NAME:	HARRIS RESIDENCE
JOB NO:	2204
DRAWN BY:	RV
CHECKED BY:	AC
ISSUE DATE:	12/22/2022
DRAWING FILE:	DD_Harris Residence.rvt
PHASE:	

DESIGN DEVELOPMENT
SHEET TITLE: DETACHED ACCESSORY STRUCTURE

SHEET NO: A106



PROJECT:

HARRIS RESIDENCE
255 SOUTH NARDO, SOLANA BEACH, CA 92075

ARCHITECT:



ANDREW E. CROCKER, AIA
646 VALLEY AVENUE, SUITE A
SOLANA BEACH, CA 92075
T: 858.345.1295

CONSULTANT:

NO: REVISION: DATE:

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STAMP:

PROJECT NAME: HARRIS RESIDENCE

JOB NO: 2204

DRAWN BY: Author

CHECKED BY: Checker

ISSUE DATE: 12/22/2022

DRAWING FILE: 12/21/22

PHASE:

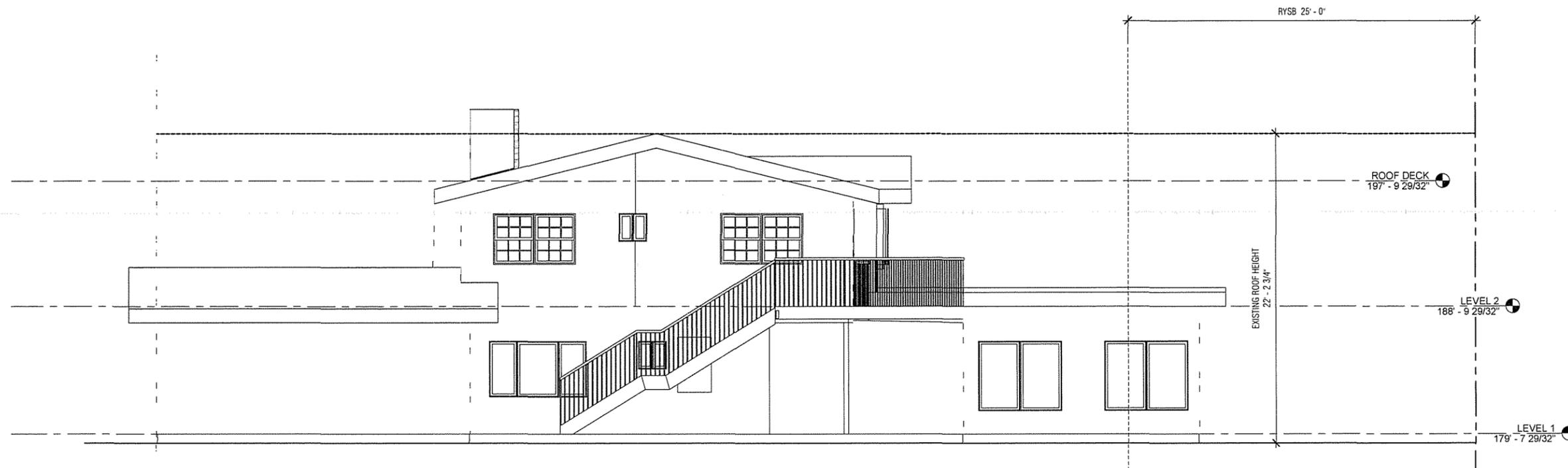
DESIGN DEVELOPMENT

SHEET TITLE: EXSTING ELEVATIONS

SHEET NO: A300

6/8/2023 11:16:39 AM

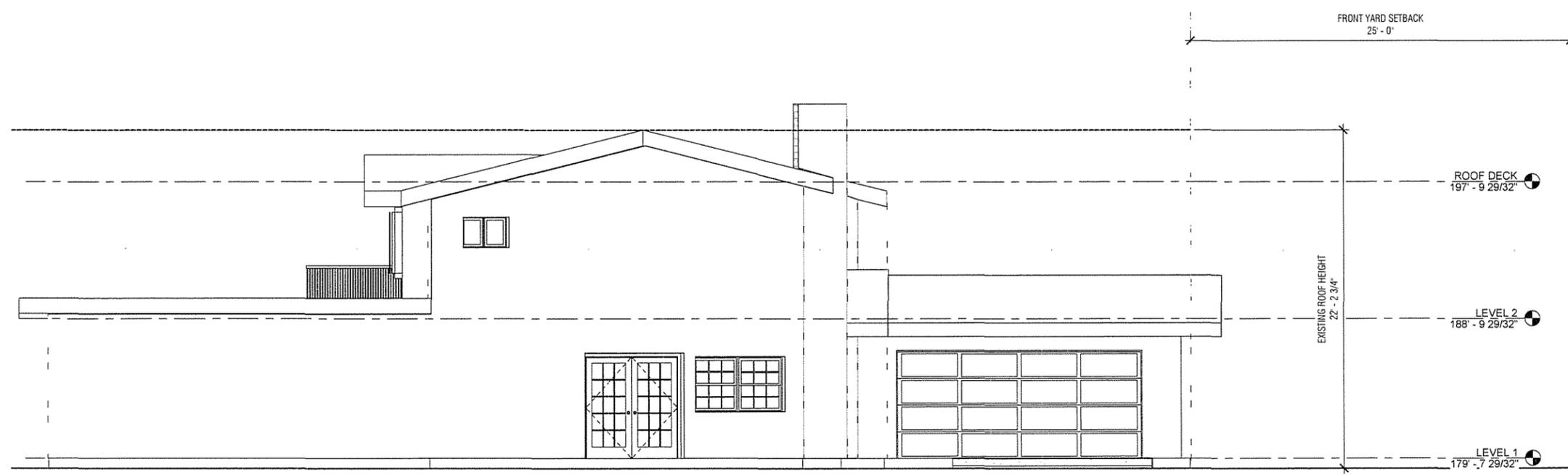
11 10.2 10.1 10 9 8 7 6 5 4 3.2 3.1 3 2 1.2 1.1 1 0.9 0.8



EXISTING NORTH ELEVATION

1/4" = 1'-0"

11 10.2 10.1 10 9 8 7 6 5 4 3.2 3.1 3 2 1.2 1.1 1 0.9 0.8



EXISTING SOUTH ELEVATION

1/4" = 1'-0"

FOR REFERENCE ONLY

PROJECT:

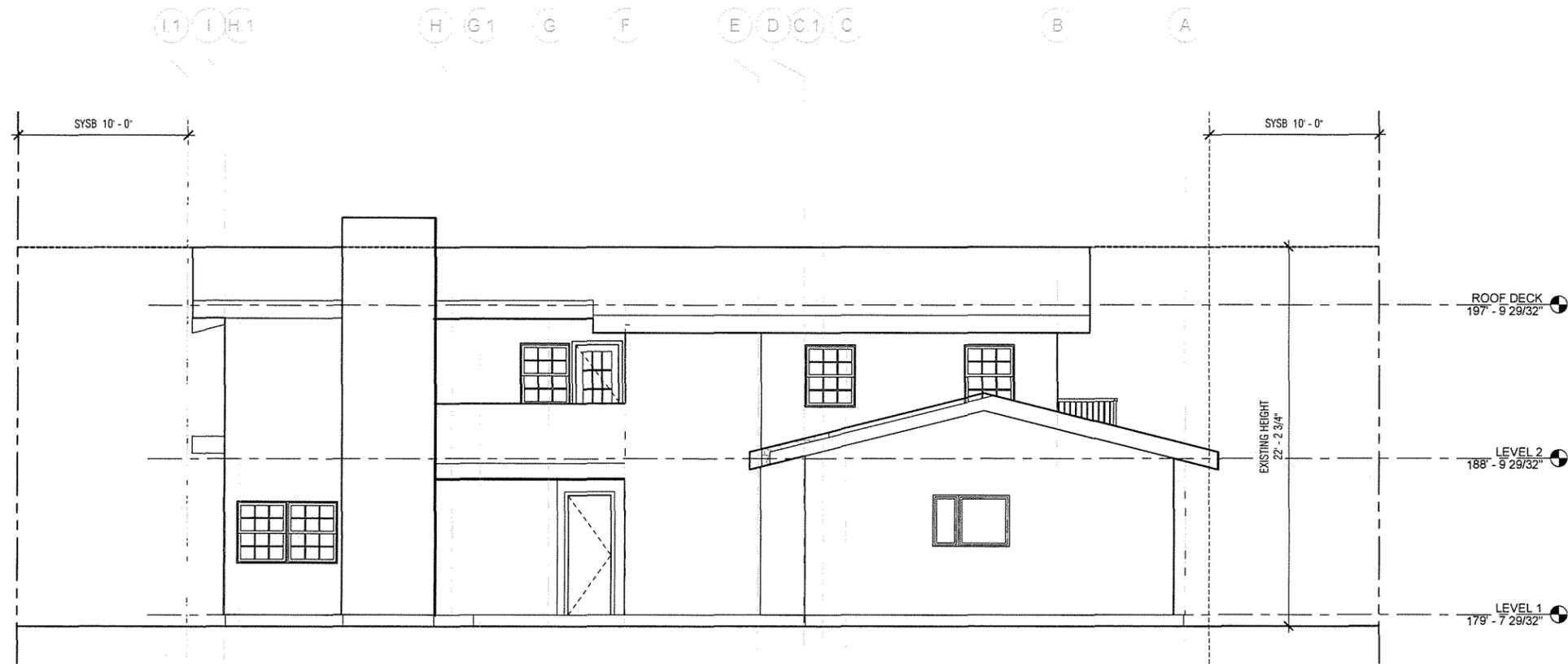
HARRIS RESIDENCE
255 SOUTH NARDO, SOLANA BEACH, CA 92075

ARCHITECT:



ANDREW E. CROCKER, AIA
646 VALLEY AVENUE, SUITE A
SOLANA BEACH, CA 92075
T: 858.345.1295

CONSULTANT:



1 EXISTING EAST ELEVATION
1/4" = 1'-0"



2 EXISTING WEST ELEVATION
1/4" = 1'-0"

NO: REVISION: DATE:

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STAMP:

PROJECT NAME: HARRIS RESIDENCE
JOB NO: 2204
DRAWN BY: Author
CHECKED BY: AC
ISSUE DATE: 12/22/2022
DRAWING FILE: XX/XX/22
PHASE:

DESIGN DEVELOPMENT

SHEET TITLE: EXISTING ELEVATIONS

SHEET NO:

A301

ELEVATION LEGEND

- EXISTING TO REMAIN
- EXISTING TO BE DEMOLISHED

PROJECT:

HARRIS RESIDENCE
255 SOUTH NARDO, SOLANA BEACH, CA 92075

ARCHITECT:



ANDREW E. CROCKER, AIA
645 VALLEY AVENUE, SUITE A
SOLANA BEACH, CA 92075
T. 858.345.1295

CONSULTANT:



1 PROPOSED NORTH ELEVATION

1/4" = 1'-0"

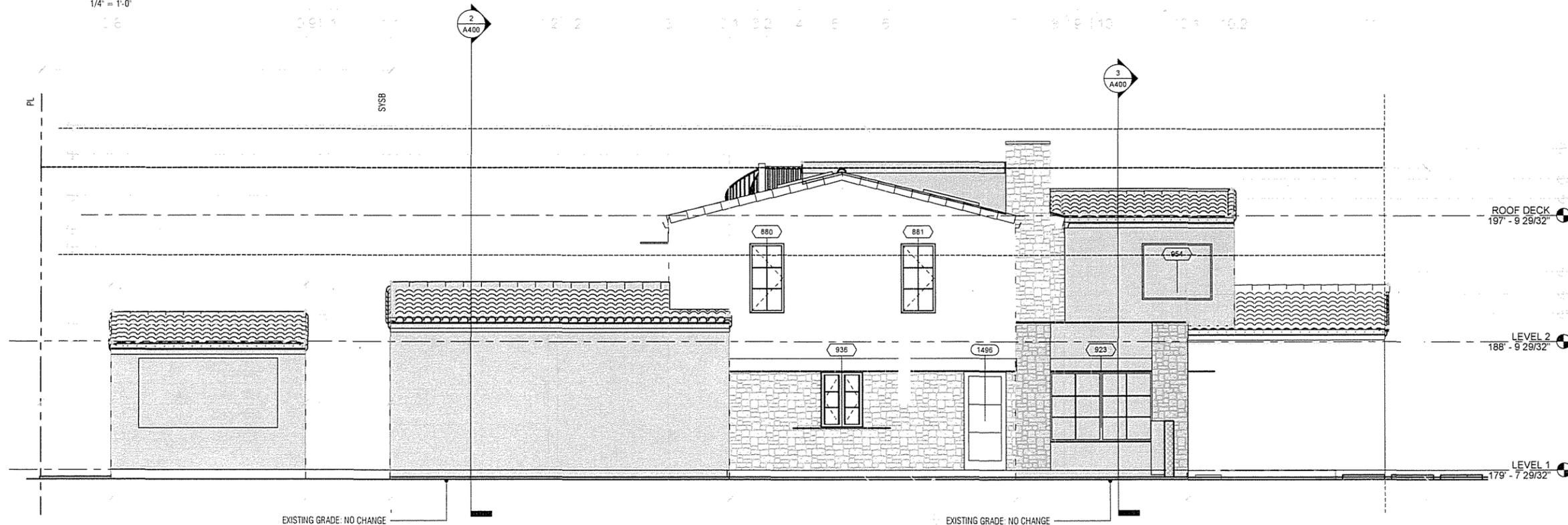
ELEVATION GENERAL NOTE

- 1. THE GREY HATCH DENOTES THE ADDITIONS

NO.	REVISION:	DATE:
2	CoSB PLANNING DEPT	03.16.2023

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STAMP:



2 PROPOSED SOUTH ELEVATION

1/4" = 1'-0"

PROJECT NAME:	HARRIS RESIDENCE
JOB NO:	2204
DRAWN BY:	Author
CHECKED BY:	AC
ISSUE DATE:	12/22/2022
DRAWING FILE:	XX/XX/22
PHASE:	

DESIGN DEVELOPMENT

SHEET TITLE: PROPOSED ELEVATIONS

SHEET NO:

A302

PROJECT:

HARRIS RESIDENCE
255 SOUTH NARDO, SOLANA BEACH, CA 92075

ARCHITECT:



ANDREW E. CROCKER, AIA
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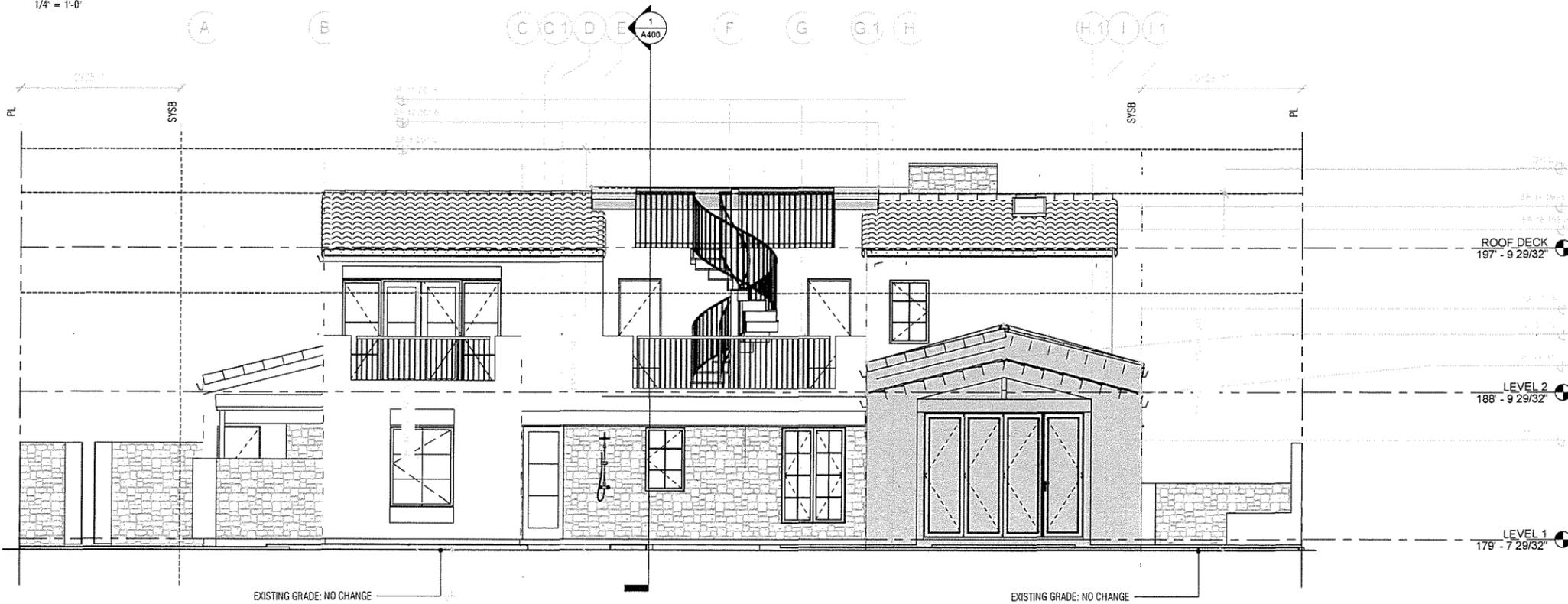
CONSULTANT:



1 PROPOSED EAST ELEVATION
1/4" = 1'-0"

ELEVATION GENERAL NOTE

- 1. THE GREY HATCH DENOTES THE ADDITIONS



2 PROPOSED WEST ELEVATION
1/4" = 1'-0"

NO.	REVISION:	DATE:
2	CoSB PLANNING DEPT	03.16.2023

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STAMP:

PROJECT NAME:	HARRIS RESIDENCE
JOB NO:	2204
DRAWN BY:	Author
CHECKED BY:	AC
ISSUE DATE:	12/22/2022
DRAWING FILE:	XXXX/22
PHASE:	

DESIGN DEVELOPMENT

SHEET TITLE: PROPOSED ELEVATIONS

SHEET NO:

A303

PROJECT:

HARRIS RESIDENCE
255 SOUTH NARDO, SOLANA BEACH, CA 92075

ARCHITECT:



ANDREW E. CROCKER, AIA
646 VALLEY AVENUE, SUITE A
SOLANA BEACH, CA 92075
T: 858.345.1295

CONSULTANT:

NO: REVISION: DATE:

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PROJECT NAME: HARRIS RESIDENCE

JOB NO: 2204

DRAWN BY: Author

CHECKED BY: AC

ISSUE DATE: 12/22/2022

DRAWING FILE: XX/XX/22

PHASE:

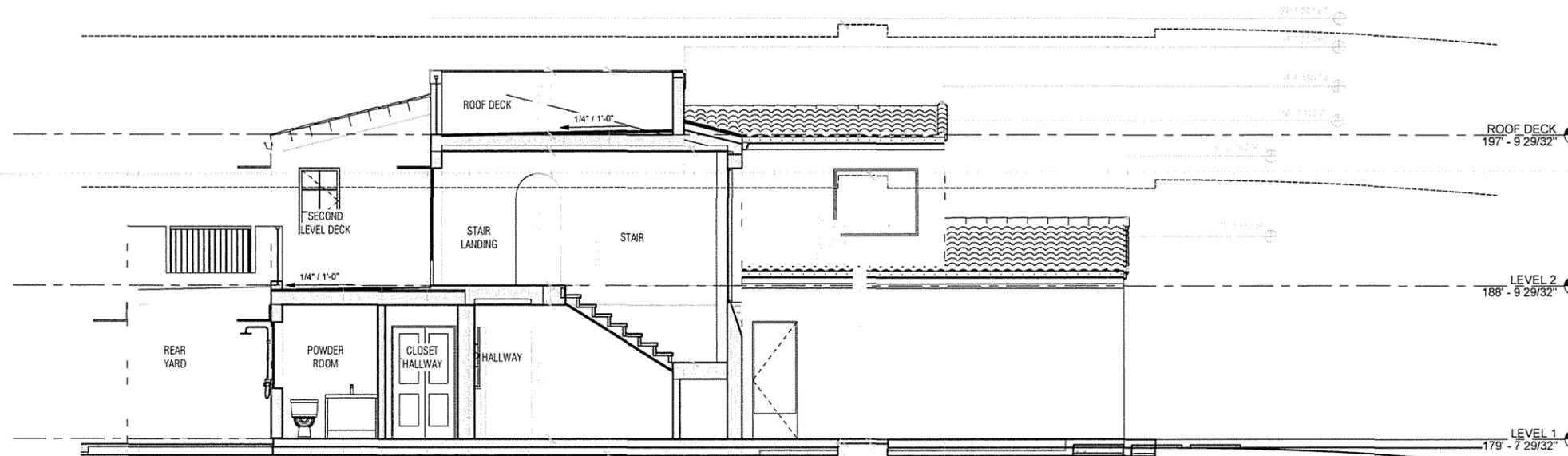
DESIGN DEVELOPMENT

SHEET TITLE: SECTIONS

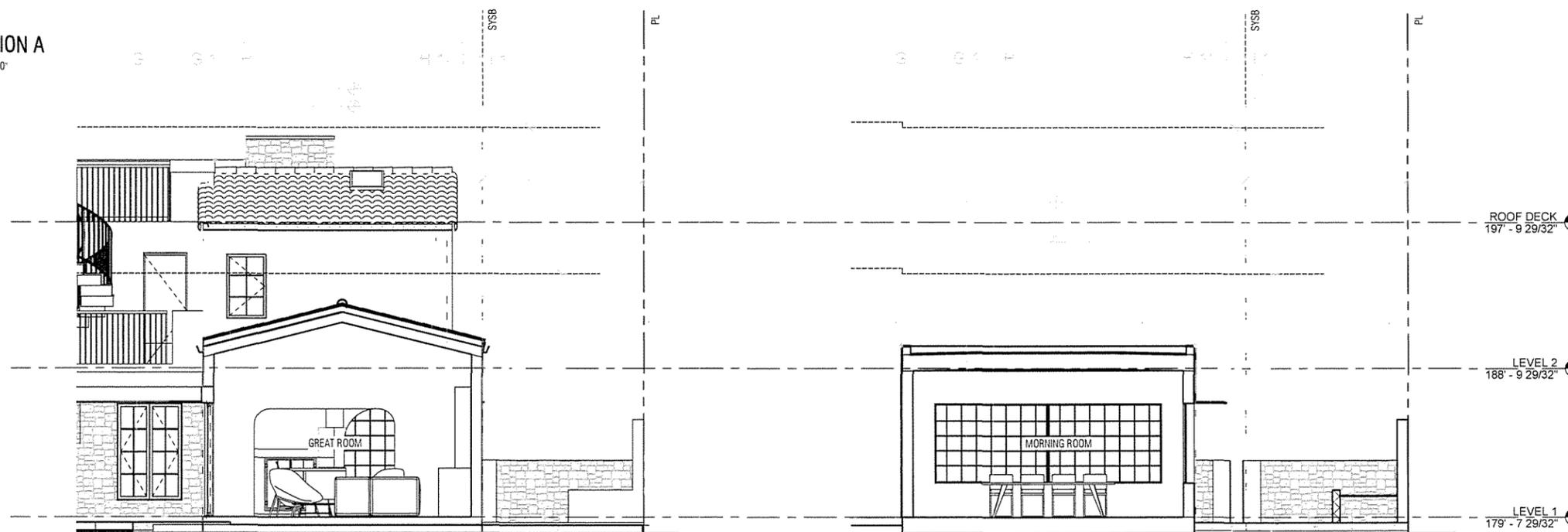
SHEET NO: A400

6/8/2023 11:17:45 AM

1.2 2 3 3.1 3.2 4 5 6 7 8 9 10 10.1 10.2 11



1 SECTION A
1/4" = 1'-0"



2 SECTION B
1/4" = 1'-0"

3 SECTION C
1/4" = 1'-0"

SECTION GENERAL NOTES

1. FINISH FLOOR ELEVATIONS CALL-OUTS ARE SHOWN FROM TOP OF STRUCTURAL SLAB (TOS) OR SOP OF STRUCTURAL SHEATHING (TOSS)
2. SEE SHEET AXXX-XXXX FOR EXTERIOR ELEVATION AND EXTERIOR FINISH NOTES.

SECTION KEY NOTES

XX

NEW WALLS RGB: 128, 128, 128

1. CROSS SECTION 1

1. LONGITUDINAL SECTION 1

PROJECT:

HARRIS RESIDENCE

255 SOUTH NARDO, SOLANA BEACH, CA 92075

ARCHITECT:



ANDREW E. CROCKER, AIA
 646 VALLEY AVENUE, SUITE A
 SOLANA BEACH, CA 92075
 T: 858.345.1295

CONSULTANT:

NO:	REVISION:	DATE:

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JOB NO:	2204
DRAWN BY:	Author
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ISSUE DATE:	12/22/2022
DRAWING FILE:	XXXX/22
PHASE:	

DESIGN DEVELOPMENT

SHEET TITLE: SECTIONS

SHEET NO: A401



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 12, 2023
ORIGINATING DEPT: Community Development Department/City Attorney's Office
SUBJECT: **Accessory Dwelling Unit Update and Discussion**

BACKGROUND:

On September 28, 2022, Governor Newsom signed into effect the following new laws that impact Accessory Dwelling Units (ADUs): SB-897, AB-2221, and AB-916. As of January 2023, these laws resulted in changes to the statewide regulatory standards applicable to ADUs. At a future date, based upon City Council (Council) direction, Staff expects to bring back an ordinance to align the City's ADU regulations with current State Law.

Additionally, Council has expressed support for encouraging development of ADUs as one of several tools to provide additional housing options throughout the City and to meet the Regional Housing Needs Allocation (RHNA) determination. Council has provided direction to Staff on ADU development through discussions during the 6th Cycle Housing Element update. Within the City's Housing Element are several policies intended to promote the construction of ADUs. Specifically, Program 1B intends to revise current regulations to allow ADU development in sensitive areas of the City, provided that criteria are met that ensure that the creation of an ADU will not be detrimental to sensitive habitat or other similar areas. This Program also states that the City will encourage the development of ADUs by implementing a "permit-ready" ADU program for applicants to have access to pre-approved ADU plans with which a building permit can be applied for and approved.

This item is before the City Council to consider, discuss, and provide direction regarding the revision of the City's Junior and Accessory Dwelling Unit provisions to be consistent with the City's recently adopted 6th Cycle Housing Element, specifically Program 1B.

COUNCIL ACTION:

For the purposes of this report, all references to ADUs or ADU development includes Accessory Dwelling Units and/or Junior Accessory Dwelling Units.

ANALYSIS:

ADU Development

Council approved its current ADU regulations with the adoption of Ordinance 508 in December 2019. Since its adoption, the City has received 90 applications for ADUs. Between January 1, 2020, and June 30, 2023, the City's ADU ordinance has resulted in the construction of 24 new ADUs. Table 1 below is a breakdown of ADU development since the adoption of Ordinance 508.

Table 1 – Current Status					
Year	Applied	Issued	Completed	Under Review	Expired/ Withdrawn
2023 (as of 6/30/23)	12	0	0	12	-
2022	30	7	4	16	3
2021	23	6	6	5	6
2020	25	5	14	2	4
Total	90	18	24	35	13

DISCUSSION:

Proposed Ordinance Updates to Align with Housing Element Policy 1B:

One of the actions included in Program 1B of the City's Housing Element is to make revisions to the development code to make ADU development possible in sensitive areas of the City, provided that criteria are met that ensures that the creation of an ADU will not be a detriment to sensitive habitat or other similar areas. The goal of this is to increase opportunities for ADU development within the City. The following is a summary of the sensitive areas where ADU development is currently prohibited and options for updates to the ordinance to further promote the construction of ADUs. As directed by Council, a revised ADU Ordinance will be introduced to the City Council at a future Council meeting.

Grading

The City's current ADU regulations limit the aggregate grading quantities to 50 cubic yards for the construction of an ADU. The aggregate grading quantity includes site grading (cut and fill), excavation for footings, and remedial grading (removal and recompaction).

Standard construction practice requires a certain amount of remedial grading (removal and recompaction) for slab-on-grade construction. An 800 square-foot slab on grade structure would require a minimum remedial grading depth of two to three feet and

results in approximately 60 to 80 cubic yards of remedial grading, which exceeds the 50 cubic yard limitation.

To reduce the limitations on and further promote ADU development, the Council may consider amendments to the allowable grading quantity and/or the grading categories that contribute to the total. The Council may also consider encouraging slab-on-grade construction of ADUs as opposed to raised foundations, in an effort to minimize building height and the appearance of bulk and mass. Furthermore, this may encourage construction of partially subterranean ADUs that follow the existing topography.

The excavation for footings and the remedial grading do not necessarily impact the existing topography of the site. Both are typically done underneath the footprint of the ADU as opposed to raising or lowering a pad for the construction of the ADU. Depending on the site conditions and size of the footings, these two categories of grading can limit the feasibility of constructing an ADU and further limit the amount of excavation that could be utilized to construct a partially subterranean ADU. Council may adopt or modify any of the following standards or requirements or a combination thereof:

- **Grading Consideration 1:** Increase the maximum grading limit to 100 cubic yards to align with the Development Review Permit (DRP) threshold.
- **Grading Consideration 2:** Exempt the excavation for footings and/or remedial grading from the ADU grading limit.
- **Grading Consideration 3:** Exempt the excavation immediately below the habitable area of the ADU. This has the potential to promote partially subterranean ADUs that could more appropriately address view and bulk concerns.

Environmentally Sensitive Habitat Area

The City's current ADU regulations prohibit the construction of ADUs on all sites designated as Environmental Sensitive Habitat Area (ESHA) in the City's adopted Local Coastal Plan (LCP) Land Use Plan (LUP) ESHA Map (Exhibits 3-6 through 3-10).

This regulation restricts the ability to construct or convert an existing structure to an ADU regardless of proximity of the proposed development to an ESHA. To implement Program 1B, the Council may consider allowing development of ADUs on properties that have biologist-confirmed ESHA onsite or in proximity on an adjacent property while implementing the applicable buffer policies of the City's Local Coastal Program (LCP) Land Use Plan (LUP) in order to protect ESHA.

- **ESHA Consideration:** Allow ADU development on properties with ESHA or potential ESHA onsite or in proximity pursuant to the Local Coastal Program – Land Use Plan (LCP-LUP) Chapter 3, Section 30240. This would require the applicant to obtain the services of a qualified wildlife biologist to provide an

inventory conducted by a qualified biologist of the plant and animal species present on the project site. If the initial inventory indicates the presence or potential for sensitive species or habitat on the project site, a detailed biological study shall determine whether or not the proposed project is consistent with policies outlined in the LUP.

Bluff Top Properties

The City's current ADU regulations prohibit the construction of ADUs on all bluff top properties including coastal bluffs, canyon rim properties, and inland bluffs as defined under SBMC Section 17.08.

This regulation restricts the ability to construct or convert an existing structure to an ADU regardless of proximity to and protection of a sensitive bluff area. The intent of bluff top regulations is to maintain bluff stability while preserving prime viewshed areas and scenic resources.

The Council may consider allowing development of ADUs on properties with an inland bluff or on the canyon rim if the proposed ADU is shown to comply with the applicable regulations. Due to the sensitivity of coastal bluffs and the extensive regulations of the LCP, the Council could maintain the restrictions on coastal bluffs.

- **Inland Bluff Consideration:** Allow development of ADUs on properties with an inland bluff if the proposed ADU is shown to meet the criteria within SBMC Section 17.20.030(E). This would include complying with the required 15-foot inland bluff setback, providing a soils report, and potentially a preliminary engineering geology report, if requested by the City Engineer.
- **Canyon Rim Consideration:** Allow development of ADUs on properties on the canyon rim if the proposed ADU is shown to meet the criteria within SBMC Section 17.20.030(E). This would include complying with the required 25-foot canyon rim setback, providing a soils report, and potentially a preliminary engineering geology report, if requested by the City Engineer.

Hillside Overlay Zone

The City's current ADU regulations prohibit the construction of ADUs on sites within the Hillside Overlay Zone (HOZ). The HOZ regulates development on slopes that exist in a natural and an unnatural condition differently.

All ADUs are prohibited on properties within the HOZ even if the ADU is proposed outside of the area designated as having slopes that exceed 25 percent. The intent of the HOZ is to restrict grading of natural slopes of 25% or greater to preserve natural topography, protect sensitive habitat and watersheds, and reduce environmental hazards related slopes.

- **HOZ Consideration:** Council may consider allowing for ADU development on properties located in the HOZ if the criteria contained within SBMC Section 17.48.020 are met. Specifically, a slope analysis prepared by a licensed civil, soils, or geotechnical engineer, clearly shows that no construction and/or grading will occur on slopes that exceed 25 percent.

Wildland Urban Interface (WUI)-Very High Fire Hazard Severity Zone (VHFHSZ)

The City's current ADU regulations prohibit the construction of ADUs on sites within the WUI-VHFHSZ.

ADU development is prohibited within these zones to protect public health and safety even if development options are available to mitigate the potential fire hazard.

- **VHFHSZ Consideration:** The Council could allow ADU development on properties located in the VHFHSZ if the criteria contained in the California Building Code, specifically Chapter 7A, are met. The purpose of Chapter 7A is to establish minimum standards for the protection of life and property by increasing the ability of a building located in the VHFHSZ to resist the intrusion of flames or burning embers projected by a vegetation fire and contributes to a systematic reduction in conflagration losses.

Off-street Parking for ADU

The current ADU regulations do not require off-street parking for a large percentage of properties within Solana Beach due to their proximity to transit stops within the City. The Council could consider encouraging applicants to provide off-street garage parking for ADUs, even when the parking is not required to be provided.

- **Parking Consideration:** A garage providing off-street parking for an ADU shall be subject to the applicable underlying zoning regulations including the calculation of floor area (including storage areas), except that 200 square feet of floor area shall be exempt for one compliant off-street parking space provided in a garage and dedicated to an ADU, regardless if the space is required for the ADU.

Pre-Approved Accessory Dwelling Unit Program (PADU)

The Permit Ready ADU Program will encourage the construction of ADUs by offering property owners a selection of pre-approved ADU building plans that can be downloaded from the City's website. This program would assist property owners in creating ADUs by providing customizable plans, expediting the review process, and reducing preconstruction costs. The program would also help the City meet housing element goals by encouraging diverse housing options throughout the City and meeting the RHNA determination.

With the Council's direction, Staff would release a request for proposal (RFP), to select one or more architects to collaborate with to establish criteria and create a collection of plans for the PADU Program. Ideally, each architect's set of plans would provide unique variations and benefits including customizable options to allow for variations in exterior materials and door and window fenestrations to express individual owners' tastes and respect community character. The architects would be responsible for creating different design styles (e.g., Modern, Bungalow, Craftsman, etc.) that applicants can choose from. If the pre-approved ADU program is desired by Council, Staff is looking for input on what to include in the RFP. Staff suggests starting with a pre-approved plan for a studio, one bedroom, and two bedrooms, all of which would be one-story ADUs.

Current Building Permit Process for ADUs

Currently, applications and plans are submitted to the City for electronic initial Planning review. This is for Planning/Zoning review only. If the application is incomplete, the Planner will send corrections and it is the applicant's responsibility to resubmit corrected plans for another round of initial planning review. Each review is typically 2 weeks.

Once initial planning review has been approved, the applicant will need to submit physical copies of the plans for review by all four departments (Planning, Engineering, Fire, and Building). If the application is incomplete, the Building Technician will send corrections to the applicant and it is the applicant's responsibility to resubmit corrected plans for another round of review. Each review is typically 2 weeks.

Pre-Approved ADU Simplified Submittal Process

The applicant will start with a site evaluation and property survey to create a site plan. It is likely that the applicant will need to obtain the services of a design professional to create a site plan. The applicant will then need to select one of the PADU plan sets of their choice.

Once the applicant has a complete set of architectural and construction plans, the applicant would submit the entire package to the Building Department for plan check review. Because the applicant would be starting with a complete set of pre-approved plans, the application would not need to go through the initial planning review process and the review time should be expedited due to the pre-approved construction plans.

CEQA COMPLIANCE STATEMENT:

This is not a project pursuant to CEQA.

FISCAL IMPACT:

There are no direct fiscal impacts related to this item.

WORK PLAN:

Community Character Priority Item 1 includes considering an ADU ordinance update allowing ADU development in sensitive areas. This discussion will give guidance to Staff to prepare an updated ADU Ordinance, if necessary.

DEPARTMENT RECOMMENDATION:

Staff is seeking Council input and direction regarding the City's ADU regulations.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachment:

1. Current ADU Ordinance 508
2. Hillside Overlay Zone Map
3. ESHA Map
4. WUI-VHFHSZ Map

ORDINANCE 508

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, REPEALING SECTION 17.20.040(D) AND ADOPTING A REVISED SECTION 17.20.040(D) OF THE SOLANA BEACH MUNICIPAL CODE TO PROVIDE FOR REGULATIONS CONCERNING JUNIOR AND ACCESSORY DWELLING UNITS

WHEREAS, the City Council of the City of Solana Beach seeks to implement Assembly Bill 881 (AB 881), Assembly Bill 68 (AB 68), and Senate Bill 13 (SB 13) through the implementation of regulations concerning accessory dwelling units; and

WHEREAS, accessory dwelling units are commonly referred to as “second units,” and are additional living quarters on single-family lots that are independent of the primary dwelling unit. They are also known as accessory apartments, accessory dwellings, mother-in-law units, or granny flats. They may be either attached or detached to the primary dwelling unit, and they typically provide complete independent living facilities, including facilities for living, sleeping, eating, cooking, and sanitation; and

WHEREAS, Section 65852.150(b) of the California Government Code provides that the Legislature’s intent with the adoption of AB 881, AB 68 and SB 13 was that local agencies adopt an ordinance relating to matters including unit size, parking, fees, and other requirements, that are not arbitrary, excessive, or burdensome so as to unreasonably restrict the ability of homeowners to create accessory dwelling units in zones in which they are authorized by local ordinance; and

WHEREAS, the proposed regulations and standards are intended to be consistent with the provisions contained in AB 881, AB 68 and SB 13 which go into effect on January 1, 2020.

NOW, THEREFORE, the City Council of the City of Solana Beach hereby ordains as follows:

Section 1. All of the above statements are true; and

Section 2. Section 17.20.040(D) of the Solana Beach Municipal Code is hereby repealed and replaced with a new Section 17.20.040(D) of the Solana Beach Municipal Code to read as follows:

17.20.040 Specific requirements.

D. Accessory Dwelling Units. The purpose of this subsection is to provide regulations for the establishment of accessory dwelling units in residential zones and to define an approval process for such accessory dwelling units. The intent of this subsection is to provide opportunities for more affordable housing in areas where adequate public facilities and services are available, and impacts upon the residential neighborhoods

directly affected would be minimized. It is the goal of the council that accessory dwelling units be equitably distributed throughout the city.

1. For purposes of this section:

a. "Accessory dwelling unit" shall have the meaning defined in Section 65852.2 of the California Government Code.

b. "Junior accessory dwelling unit" shall have the meaning defined in Section 65852.22 of the California Government Code. An interior unit that is 500 square feet or less and built entirely within a single-family home shall be considered a junior accessory dwelling unit.

2. Junior and accessory dwelling units are residential uses consistent with the uses permitted in zones that allow for residential and mixed use residential development.

3. Junior and accessory dwelling units developed pursuant to the requirements of this subsection shall not cause the lot upon which the accessory dwelling unit is located to exceed the allowable density otherwise permitted for the lot. Therefore, the ADU/JADU shall not count as units when calculating density of the lot.

4. Junior and accessory dwelling units shall be permitted in zones which allow residential and mixed use residential development and shall comply with the following standards:

a. A detached primary single-family dwelling unit shall exist or be proposed on the lot, or existing multifamily dwelling units shall exist on the lot.

b. The accessory dwelling unit may be created within the existing walls of a primary residence or accessory structure (an "interior" accessory unit), may be created by an addition attached to an existing or proposed primary residence (an "attached" accessory dwelling unit), or may be a new structure detached from the primary residence (a "detached" accessory dwelling unit). It must be located on the same lot as the existing or proposed single family home or multifamily dwelling.

c. Any construction of a junior or accessory dwelling unit shall conform to all property development regulations of the zone in which the property is located including, but not limited to, height limits, setback, lot coverage, landscape, and floor area ratio (FAR), as well as all fire, health, safety and building provisions of this title, subject to the following exceptions:

i. No setback is required for an existing living area converted to a junior or accessory dwelling unit or for an existing accessory structure converted to an accessory dwelling unit, or for a new accessory dwelling unit constructed in the same location and built to the same dimensions as an existing structure.

ii. For all other accessory dwelling units, a minimum setback of four feet is required from the rear and side property lines.

iii. Limits on lot coverage, floor area ratio, open space, and size must permit at least an eight hundred (800) square feet detached or attached accessory dwelling unit sixteen (16) feet high with four-foot side and rear yards, if the proposed accessory dwelling unit is in compliance with all other development standards.

d. No more than one junior accessory dwelling unit or one accessory dwelling unit shall be permitted per single-family lot, except as permitted in subsection 5(b) below.

e. For a junior or accessory dwelling unit that is contained within or attached to the primary dwelling, there shall be an independent exterior access.

f. The floor area of an attached or detached accessory dwelling unit shall not exceed 850 square feet for a studio or one bedroom or one thousand (1,000) square feet for a unit that contains more than one bedroom. No accessory dwelling unit may be smaller than the size required to allow an efficiency unit as defined in Section 17958.1 of the Health & Safety Code.

g. A new structure or an addition to an existing structure for an accessory dwelling unit shall not exceed sixteen (16) feet in height measured from pre-existing grade or finished grade, whichever is lower, to the highest point of the roof.

h. To ensure compliance with the provisions of the California Coastal Act of 1976 and the approved Land Use Plan of the City's Local Coastal Program, junior and accessory dwelling units may not be permitted in the following locations:

i. On any site where grading of more than 50 cubic yards is required to create the accessory dwelling unit.

ii. On any site designated as an Environmentally Sensitive Habitat Area (ESHA).

iii. On any bluff top site or in the Hillside Overlay Zone.

iv. On any site within the Wildland Urban Interface, Very High Fire Hazard Area.

i. The junior and accessory dwelling unit shall not be owned, sold, transferred, or otherwise conveyed sold separate from the primary residence.

j. For applications received after January 1, 2025, one of the dwellings on the lot must be the bona fide principal residence of at least one legal owner of the lot containing the dwelling, as evidenced at the time of approval of the accessory dwelling unit by appropriate documents of title and residency. Prior to the issuance of a building permit, the applicant shall provide evidence that a covenant has been

recorded stating that one of the dwelling units on the lot shall remain owner occupied.

k. Junior and accessory dwelling units shall only be used for rentals of terms of 30 consecutive days or more.

l. The following provisions are applicable to junior accessory dwelling units:

i. A junior accessory dwelling unit shall not exceed 500 square feet in size and shall contain at least an efficiency kitchen which includes cooking appliances (i.e. stove, oven, and microwave), refrigerator, a sink with garbage disposal, and a food preparation counter and storage cabinets that are of reasonable size in relation to the junior accessory dwelling unit.

ii. The junior accessory dwelling unit shall include access to sanitation facilities.

iii. One of the dwellings on the lot must be the bona fide principal residence of at least one legal owner of the lot, as evidenced at the time of approval and upon demand thereafter of the junior accessory dwelling unit by appropriate documents of title and residency.

iv. Prior to issuance of a building permit for a junior accessory dwelling unit, the owner shall record a covenant in a form prescribed by the city attorney, which shall run with the land and provide for the following:

(a) A prohibition on the separate ownership, sale, transfer, or other conveyance of the junior accessory dwelling unit separate from the sale of the single-family residence;

(b) A restriction on the size and attributes of the junior accessory dwelling unit consistent with this section;

(c) A prohibition against renting the junior accessory dwelling unit for fewer than 30 consecutive calendar days; and

(d) A requirement that either the primary residence or the junior accessory dwelling unit be the owner's bona fide principal residence, unless the owner is a governmental agency, land trust, or housing organization.

m. One off-street parking space shall be provided for the accessory dwelling unit, which may be provided as tandem parking on an existing driveway and shall be permitted in setback areas in locations determined by the director of community development or the director's designee unless the director of community development or the director's designee makes specific findings that parking in setback areas or tandem parking is not feasible based upon specific site

topographical or fire and life safety conditions. No off-street parking shall be required for the accessory dwelling unit in any of the following instances:

- i. The accessory dwelling unit is located within one-half mile walking distance of a public transit stop.
- ii. The accessory dwelling unit is located within an architecturally and historically significant historic district.
- iii. The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.
- iv. The accessory dwelling unit is located in an area of the city where on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
- v. The accessory dwelling unit is located within one block of a car share vehicle pick-up location, as established by the city.

n. Design.

- i. A junior or accessory dwelling unit, whether attached or detached, shall utilize the same architectural style, exterior materials, and colors as the existing or proposed primary dwelling, and the quality of the materials shall be the same or exceed that of the primary dwelling.
- ii. The primary entrance to the accessory dwelling unit(s) shall not be visible from the street adjacent to the front yard setback.
- iii. A minimum building separation of six feet shall be maintained (eave to eave) between the primary residence and a detached accessory dwelling unit. A minimum building separation of 10 feet shall be maintained (eave to eave) from the entrance of an accessory dwelling unit if it is facing the wall of another structure on the property.
- iv. ADU parking in setback areas visible from the street shall be screened by vegetation that has a maximum maturity height of 42 inches.

o. Except as provided in subparagraph (p) below, accessory dwelling units shall provide a new or separate utility connection directly between the accessory dwelling unit and the utility. The connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size in square feet or the number of its plumbing fixtures, upon the water or sewer system; provided, however, that this fee or charge shall not exceed the reasonable cost of providing this service. A sub-meter may be allowed to meet this requirement.

p. The installation of a new or separate utility connection directly between the accessory dwelling unit and the utility shall not be required, and a related connection fee or capacity charge shall not be imposed for the following:

i. Junior accessory dwelling unit.

ii. Accessory dwelling unit meeting the requirements of Section 5(a)

q. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

r. No impact fees may be imposed on a junior or accessory dwelling unit that is less than seven hundred fifty (750) square feet in size. For purposes of this section, "impact fees" include the fees specified in Sections 66000 and 66477 of the Government Code, but do not include utility connection fees or capacity charges. For accessory dwelling units that have a floor area of seven hundred fifty (750) square feet or more, impact fees shall be charged proportionately in relation to the square footage of the primary dwelling unit.

5. The following types of accessory dwelling units are required to be permitted. Other accessory dwelling units, including attached and detached accessory dwelling units, are also permitted if they conform to the requirements of subsection (4):

a. One junior accessory dwelling unit or accessory dwelling unit within the existing space of a single-family dwelling or accessory structure or the proposed space of a single-family structure, if all the following apply:

i. In an accessory structure an expansion beyond the existing physical structure is limited to 150 square feet and is permitted solely to accommodate ingress and egress.

ii. The unit has exterior access separate from the existing or proposed single family dwelling.

iii. The side and rear setbacks are sufficient for fire and safety.

iv. Any junior accessory dwelling unit complies with Section (D)(4)(I).

b. One new detached accessory dwelling unit not larger than eight hundred (800) square feet or more than sixteen (16) feet high, with side and rear yard setbacks of at least four (4) feet on a lot with an existing or proposed single-family dwelling. A junior accessory dwelling unit complying with Section (D)(4)(I) may be developed on the same lot.

c. Accessory dwelling units within the portions of an existing multifamily dwelling structure that are not used as livable space, provided that each unit complies with state building standards for dwellings. An accessory dwelling unit shall not be created within any portion of the habitable area of an existing dwelling unit in a multifamily structure. Up to 25 percent of the number of existing multifamily units in the building, but at least one unit, shall be allowed.

d. Up to two detached accessory dwelling units on a lot with an existing multifamily dwelling structure, provided that the height does not exceed sixteen (16) feet and that four-foot side and rear yard setbacks are maintained.

6. Applications for junior and accessory dwelling units conforming to the requirements of subsection (D)(4) or (5) of this section shall be considered ministerially without discretionary review or a hearing, and the director of community development shall approve or deny such applications within sixty (60) days after receiving a complete application. Incomplete applications will be returned with an explanation of what additional information is required. The city shall grant a delay in processing if requested by the applicant. If the permit application is submitted with a permit application to create a new single-family dwelling on the lot, the application for the junior or accessory dwelling unit shall not be acted upon until the application for the new single-family dwelling is approved, but thereafter shall be ministerially processed within sixty (60) days of receipt of a complete application and approved if it meets the requirements of this section. Occupancy of the junior or accessory dwelling unit shall not be allowed until the city approves occupancy of the primary dwelling.

7. In cases of conflict between this section and any other provision of this title, the provisions of this section shall prevail. To the extent that any provision of this section is in conflict with State law, the applicable provision of State law shall control, but all other provisions of this section shall remain in full force and effect.

8. The city may offer incentives to encourage development of accessory dwelling units. If owners of accessory units elect to record a ninety-nine (99) year deed restriction to rent the unit to lower income households, the city will consider waiving fees, reducing parking and development standards, or approving other forms of assistance specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code. Receipt of such incentives shall require the owner to:

a. Rent the accessory dwelling unit to a lower income household, as defined annually by the State Department of Housing and Community Development at a rate that shall not exceed an amount which is equal to thirty (30) percent of the gross monthly income of a low-income household, at eighty (80) percent of the San Diego County median income, adjusted for household size.

b. File an annual agreement with the city's community development department documenting the household's eligibility to occupy the accessory unit.

c. Record a covenant specifying the property restrictions on the accessory dwelling unit for the ninety (99) year term.

d. Assign the covenant using a form of assignment and assumption approved by the director of community development in the director's reasonable direction in the event that the property is transferred or sold.

Section 3. The City Council finds that this Ordinance is exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to Section 15305 of the California Environmental Quality Act (CEQA) Guidelines, which exempts minor alterations in land use limitations which will not result in any changes in land use or density. The City Council further finds that there is no possibility that the activity may have a significant effect on the environment and that therefore, pursuant to Section 15061(b)(3) of the CEQA Guidelines, the Ordinance is exempt from the provisions of CEQA.

Section 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Chapter, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Chapter, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

EFFECTIVE DATE: This Ordinance shall be effective thirty (30) days after its adoption. Within fifteen (15) days after its adoption, the City Clerk of the City of Solana Beach shall cause this Ordinance to be published pursuant to the provisions of Government Code Section 36933.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Solana Beach, California, on the 11th day of December, 2019; and

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, held on the 8th day of January, 2020, by the following vote:

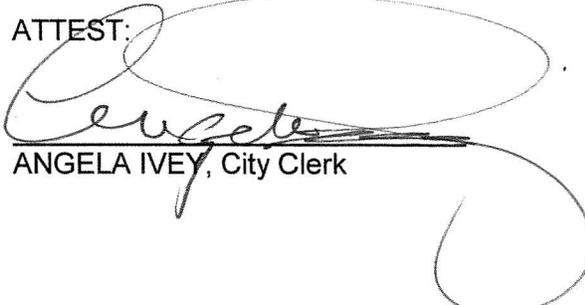
AYES: Councilmembers – Edson, Hegenauer, Becker, Harless
NOES: Councilmembers – None
ABSTAIN: Councilmembers – None
ABSENT: Councilmembers – Zito


JEWEL EDSON, Mayor

APPROVED AS TO FORM:


JOHANNA N. CANLAS, City Attorney

ATTEST:

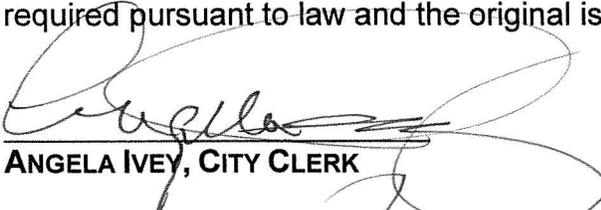

ANGELA IVEY, City Clerk



ORDINANCE CERTIFICATION

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

I, ANGELA IVEY, City Clerk of the City of Solana Beach, California, DO HEREBY CERTIFY that the foregoing is a full, true and correct copy of **ORDINANCE 508** *repealing section 17.20.040(D) and adopting a revised section 17.20.040(D) of the Solana Beach Municipal Code, to provide for regulations concerning junior and accessory dwelling units* as duly introduced on December 11, 2019 and adopted on January 8, 2020, a regular meeting, by the City Council of Solana Beach. This Ordinance has been published as required pursuant to law and the original is filed in the City Clerk's Office. (GC 40806).


ANGELA IVEY, CITY CLERK

CERTIFICATION DATE: January 23, 2020

SAN ELIJO LAGOON
CITY OF ENCINITAS

City of Solana Beach OVERLAY MAP

Last Update July 2007

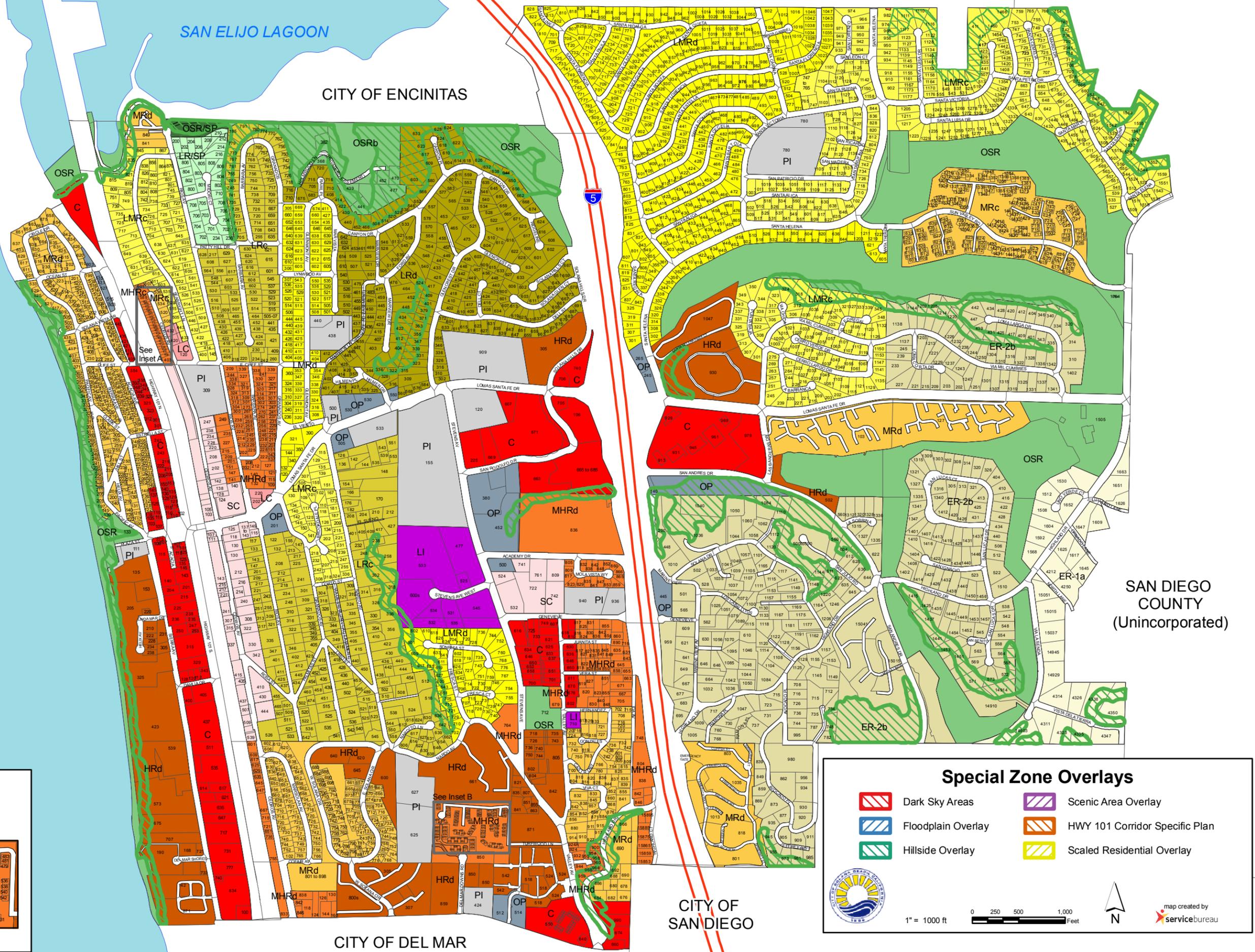
ER	Estate Residential 1 DU/Acre
ER-2	Estate Residential 1-2 DU/Acre
LRc	Low Residential 3 DU/Acre
LRd	Low Residential 4 DU/Acre
LMRc	Low-Medium Residential 5 - 7 DU/Acre
LMRd	Low-Medium Residential 8 - 12 DU/Acre
MR	Medium Residential 13-20 DU/Acre
MHR	Medium-High Residential 21-30 DU/Acre
HR	High Residential 31-40 DU/Acre
SC	Special Commercial
LC	Light Commercial
C	General Commercial
LI	Light Industrial
OP	Office Professional
PI	Public / Institutional
ROW	Road Right-Of-Way
LR/SP	Low Residential / Specific Plan
OSR/SP	Open Space Recreation / Specific Plan
OSR	Open Space / Recreation

Inset A
MRC

Inset B

1" = 580 ft

0 125 250 500 Feet



Special Zone Overlays

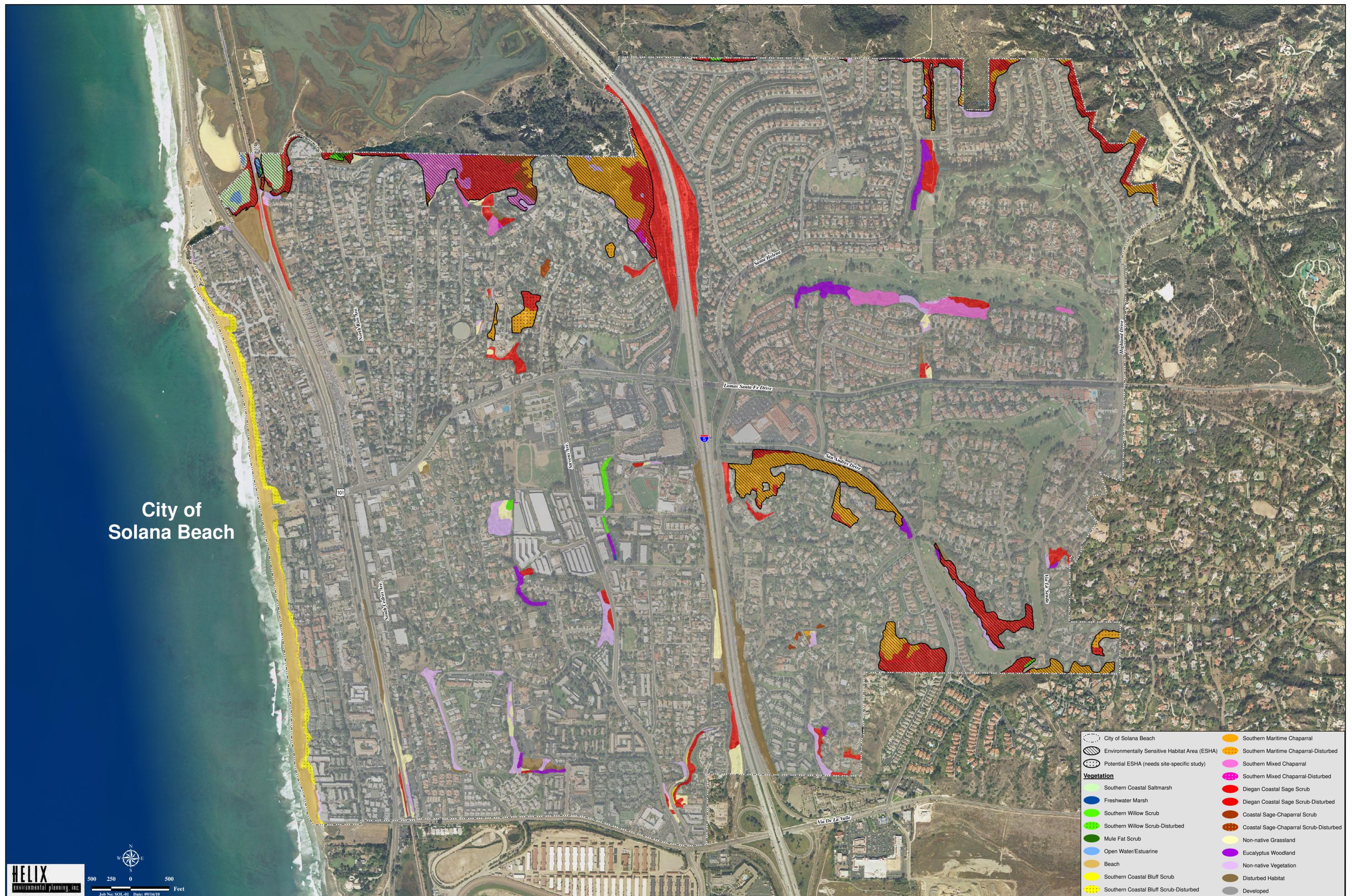
	Dark Sky Areas		Scenic Area Overlay
	Floodplain Overlay		HWY 101 Corridor Specific Plan
	Hillside Overlay		Scaled Residential Overlay

1" = 1000 ft

0 250 500 1,000 Feet

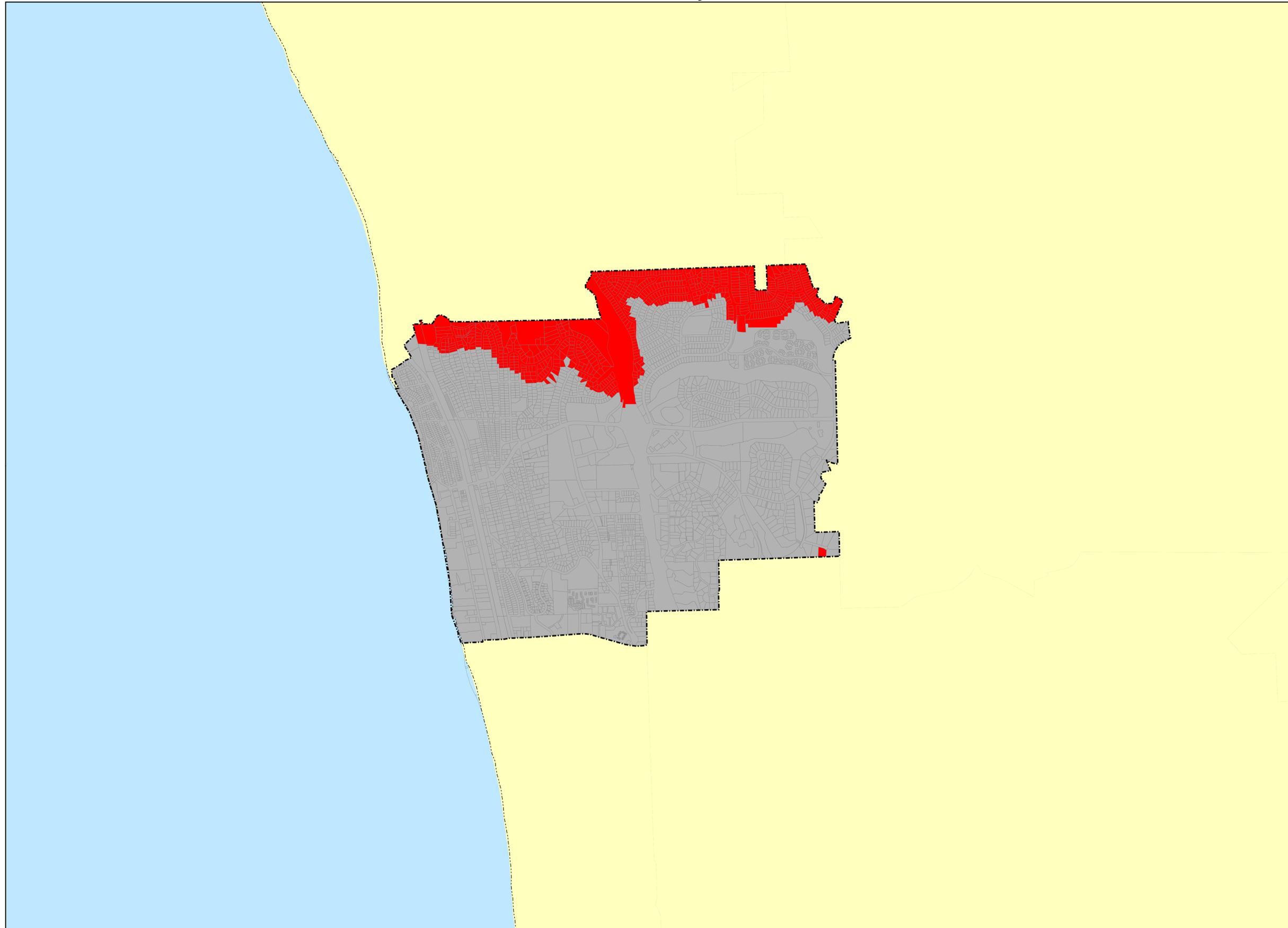
map created by servicebureau

City of Solana Beach



- | | |
|-----------------------------------------------|----------------------------------------|
| City of Solana Beach | Southern Maritime Chaparral |
| Environmentally Sensitive Habitat Area (ESHA) | Southern Maritime Chaparral-Disturbed |
| Potential ESHA (needs site-specific study) | Southern Mixed Chaparral |
| Vegetation | |
| Southern Coastal Saltmarsh | Diegan Coastal Sage Scrub |
| Freshwater Marsh | Diegan Coastal Sage Scrub-Disturbed |
| Southern Willow Scrub | Coastal Sage-Chaparral Scrub |
| Southern Willow Scrub-Disturbed | Coastal Sage-Chaparral Scrub-Disturbed |
| Mule Fat Scrub | Non-native Grassland |
| Open Water/Estuarine | Eucalyptus Woodland |
| Beach | Non-native Vegetation |
| Southern Coastal Bluff Scrub | Disturbed Habitat |
| Southern Coastal Bluff Scrub-Disturbed | Developed |

Very High Fire Hazard Severity Zones in LRA As Recommended by CAL FIRE



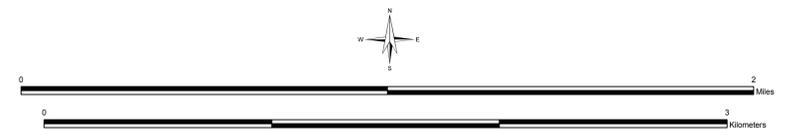
Fire Hazard Severity Zones	
Local Responsibility Area	State or Federal Responsibility Areas
■ VHFHSZ	■ VHFHSZ
■ Non-VHFHSZ	■ Non-VHFHSZ
<ul style="list-style-type: none"> City Boundary Parcels County Boundary 	

Government Code 51175-89 directs the California Department of Forestry and Fire Protection (CAL FIRE) to identify areas of very high fire hazard severity zones within Local Responsibility Areas (LRA). Mapping of the areas, referred to as Very High Fire Hazard Severity Zones (VHFHSZ), is based on data and models of potential fuels over a 30-50 year time horizon and their associated expected fire behavior, and expected burn probabilities to quantify the likelihood and nature of vegetation fire exposure (including freeways) to buildings. Details on the project and specific modeling methodology can be found at <http://frap.cdf.ca.gov/projects/hazard/methods.htm>. Local Responsibility Area VHFHSZ maps were initially developed in the mid-1990s and are now being updated based on improved science, mapping techniques, and data.

In late 2005 to be effective in 2008, the California Building Commission adopted California Building Code Chapter 7A requiring new buildings in VHFHSZs to use ignition resistant construction methods and materials. These new codes include provisions to improve the ignition resistance of buildings, especially from freeways. The updated very high fire hazard severity zones will be used by building officials for new building permits in LRA. The updated zones will also be used to identify property whose owners must comply with natural hazards disclosure requirements at time of property sale and 100-foot defensible space clearance. It is likely that the fire hazard severity zones will be used for updates to the safety element of general plans.

This specific map is based on a geographic information system dataset that depicts final CAL FIRE recommendations for Very High Fire Hazard Severity Zones within the local jurisdiction. The process of finalizing these boundaries involved an extensive local review process, the details of which are available at <http://frap.cdf.ca.gov/projects/hazard/step1> (click on "Continue as guest without logging in"). Local government has 100 days to designate, by ordinance, very high fire hazard severity zones within its jurisdiction after receiving the recommendation. Local government can add additional VHFHSZs. There is no requirement for local government to report their final action to CAL FIRE when the recommended zones are adopted. Consequently, users are directed to the appropriate local entity (county, city, fire department, or Fire Protection District) to determine the status of the local fire hazard severity zone ordinance.

This map was developed using data products such as parcel and city boundaries provided by local government agencies. In certain cases, this includes copyrighted geographic information. The maps are for display purposes only - questions and requests related to parcel or city boundary data should be directed to the appropriate local government entity.



Projection Albers, NAD 1983
Scale 1: 12,000
at 36" x 36"
June 11, 2009

MAP ID: FHSZL_c37_SolanaBeach

DATA SOURCES
CAL FIRE Fire Hazard Severity Zones (FHSZL06_3)

ATTACHMENT 4

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Obtain FRAP maps, data, metadata and publications on the Internet at <http://frap.cdf.ca.gov>
For more information, contact CAL FIRE-FRAP, PO Box 944246, Sacramento, CA 94244-2460, (916) 327-3939.

Arnold Schwarzenegger, Governor,
State of California
Mike Chrisman, Secretary for Resources,
The Natural Resources Agency
Del Walters, Director,
Department of Forestry and Fire Protection



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 12, 2023
ORIGINATING DEPT: City Manager's
SUBJECT: **City Council Discussion on Electric Bicycle Safety Measures**

BACKGROUND:

Solana Beach, like other neighboring jurisdictions, has seen a surge in the number of electronic bicycles (e-bikes) throughout the community. E-bikes allow people of all ages and abilities to enjoy cycling with assistance from an electric motor and provide a clean alternative to vehicular travel. However, given the sheer number of e-bikes actively being used on the City's roadways, safety concerns, especially among younger riders that may not know or do not observe the rules of the road, have escalated to a level of concern for many in the community. Recent deaths in the cities of Carlsbad and Encinitas have further added to the serious concerns of residents, leading those cities to take action to adopt e-bike regulations and increase enforcement.

This item is before the City Council to discuss options for e-bike safety and education programs in coordination with the Sheriff's Department and to receive direction on options related to both education and enforcement actions in the City.

DISCUSSION:

E-bike safety has been a topic of discussion among the City, Sheriff's Department and local schools for the past couple of years. With the rapid increase in the number of e-bikes, largely started during the pandemic, the concern for the safety of all bicycle riders, and pedestrians, has come to the forefront as the number of riders on local roads has significantly increased. Many of the new e-bike riders are younger children that may not know and/or do not follow the rules of the road and therefore put themselves, and others, at risk of serious injuries, including death.

CITY COUNCIL ACTION:

Knowing this, the City partnered with the San Diego Bicycle Coalition last year to conduct virtual training classes, sent out educational information via eblasts and social media, and added safety information to the City's website. The City also discussed increased outreach and education with school administrators at School Liaison meetings, which led to a direct discussion with Earl Warren on their successful e-bike education and permitting program. Discussions are now being had with the Solana Beach School District administrators to potentially implement the same education and permitting program at Skyline and Solana Vista Schools. If successful, that will lead to a consistent education and permitting program for all Solana Beach children where they learn the rules of the road and must adhere to the safety regulations in order to ride their bikes to school.

While the City has been fortunate that we have had far fewer bicycle collisions than our neighboring cities and that there have been very few serious injuries or deaths involving e-bikes in the community, we acknowledge that having even one death or serious injury is too many. Previous discussions with the Sheriff's Department involved implementing a consistent enforcement approach in all three cities that the Sheriff's North Coastal Station covers (Del Mar, Encinitas and Solana Beach). Recently, Encinitas adopted local regulations, similar to those of the City of Carlsbad, to provide the Sheriff with enhanced enforcement and educational tools for e-bike riders.

In Encinitas, the Sheriff recommended making this option available within the municipal code that will allow deputies to address operator inexperience and lack of awareness more directly and efficiently than the traditional path of a direct citation and traffic court. Currently, the only diversion option under the vehicle code is related to helmets and all other traffic violations must be cited into traffic court. The potential addition of these infractions in the Solana Beach Municipal Code would leave it to the officer's discretion to allow completion of a training course under the provisions of the municipal code instead of triggering the California Vehicle Code (CVC) citation process that requires traffic court.

More recently, a local emergency was declared in Encinitas due to number of e-bike and bicycle accidents it has experienced including the recent tragic death of a 15-year-old e-bike rider. This item is before the City Council to discuss options for e-bike safety and education programs in coordination with the Sheriff's Department and to receive direction on options related to both education and enforcement actions in the City.

CEQA COMPLIANCE STATEMENT:

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

FISCAL IMPACT:

None as a result of this discussion. However, depending on Council direction, there may be needed resources in the future.

WORK PLAN:

This item is consistent with Community Character Priorities – Capital Projects Priority Item 20 – Electric Bicycle (E-Bike) Safety and Education Program in the 2023/24 Work Plan.

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council discuss options for e-bike safety and education programs in coordination with the Sheriff's Department and to receive direction on options related to both education and enforcement actions in the City.

CITY MANAGER'S RECOMMENDATION:

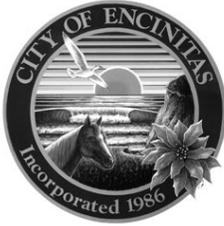
Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Encinitas Staff Report and Ordinance



AGENDA REPORT

City Council

MEETING DATE: June 14, 2023

PREPARED BY: Portland Bates
Government &
Community Relations
Administrator

DEPT. DIRECTOR: Pamela Antil

DEPARTMENT: City Manager's Office

CITY MANAGER: Pamela Antil

SUBJECT:

Public Hearing and Introduction of Ordinance No. 2023-05 to amend Title 14, Chapters 14.06 and 14.56 of the Encinitas Municipal Code introducing changes pertaining to the operation of bicycles within the City

RECOMMENDED ACTION:

It is recommended that City Council consider the following actions:

1. Conduct a Public Hearing and Introduce Ordinance No. 2023-05, titled "An Ordinance of the City Council of the City of Encinitas, California, Amending Encinitas Municipal Code Chapters 14.06 And 14.56 of Title 14 (Traffic Code) Regarding Bicycles" (Attachment 1).

ENVIRONMENTAL CONSIDERATIONS:

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 15061(b)(3) of CEQA Guidelines. The action involves an organizational or administrative activity of government that will not result in the direct or indirect physical change in the environment.

This item is not related to the Climate Action Plan.

STRATEGIC PLAN:

The item relates to the City Council Strategic Plan focus areas of Engagement and Education and Mobility and Alternate Modes.

FISCAL CONSIDERATIONS:

There is no fiscal impact associated with the staff recommendation.

BACKGROUND:

Captain Christopher Lawrence from the San Diego County Sheriffs North Coastal station met with City staff in April of 2023 to express concerns over a dramatic increase in e-bike collisions. E-bike safety concerns prompted a series of legislation throughout the State of California to

address the situation. The City wrote letters of support recently for SB 381 E-Bike Safety Study (Min), and AB 1188 Bike Smart Handbook (Boerner). Locally, Carlsbad amended their municipal code following a fatal collision involving a mother and her child. That incident prompted a State of Emergency and an amendment of their municipal code.

The Sheriff's Department determined these collisions are related to rider inexperience, accommodating passengers on a bike not legally equipped for a passenger and/or the increased weight of passengers. At higher speeds, the added weight of a passenger causes the operators to lose control and crash. This is usually associated with younger e-bike riders. The increase also involves serious injuries from e-bike collisions to riders and passengers. In its current state, the law (Vehicle Code and Encinitas Municipal Code) only offers the Sheriff the option of a traffic citation. The City would like to amend Title 14, Chapter 14.56.030 to clarify the regulations applicable to passengers riding on a bicycle and to provide the option to offer education and diversion programs for first-time offenders.

ANALYSIS:

Amending Title 14, Chapter 14.56.030 B. shall make it unlawful for the operator of any bicycle to carry any other person upon the handlebars of any such bicycle for any person to so ride, or in any other manner not designed for passenger riding, upon any such vehicle or bicycle upon any highway or public place.

Amending Title 14, Chapter 14.56.080 will provide, lieu of the imposition of the penalties authorized by this title and/or the filing of charges in a court of competent jurisdiction, that the police chief or designee may allow a first-time violator to complete a police department-approved bicycle safety course.

The Sheriff recommended making this option available within the municipal code that will allow deputies to address operator inexperience and lack of awareness more directly and efficiently than the traditional path of a direct citation and traffic court. Currently the only diversion option for the City is related to helmets and all other traffic violations must be cited into traffic court. The addition of 14.56.080 would leave it to the officer's discretion to allow completion of a training course under the provisions of the municipal code instead of triggering the California Vehicle Code (CVC) citation process that requires traffic court.

ATTACHMENTS:

1. Ordinance No. 2023-05, titled "An Ordinance of the City Council of the City of Encinitas, California, Amending Encinitas Municipal Code Chapters 14.06 And 14.56 of Title 14 (Traffic Code) Regarding Bicycles"

ORDINANCE 2023-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ENCINITAS, CALIFORNIA, AMENDING ENCINITAS MUNICIPAL CODE CHAPTERS 14.06 AND 14.56 OF TITLE 14 (TRAFFIC CODE) REGARDING BICYCLES

The City Council of the City of Encinitas hereby finds and declares as follows:

WHEREAS, the City enacted Chapter 14.56 of Title 14 to regulate bicycle use within City limits; and

WHEREAS, violations of Chapter 14.56 are punishable as infractions; and

WHEREAS, the City has seen a noticeable increase in the number of electric bicycles or e-bikes within the City; and

WHEREAS, the City has experienced a rise in collisions involving e-bikes resulting in injuries, including serious injuries; and

WHEREAS, the City Council desires to provide the Police Chief or designee the ability to require bicycle operators and passengers, including those on e-bikes, the opportunity to take an approved bicycle safety course in lieu of a citation for a first offense for a violation of Chapter 14.56; and

WHEREAS, the City wishes to amend Title 14 of the Encinitas Municipal Code accordingly to enhance the public health, safety and welfare.

NOW, THEREFORE, the City Council of the City of Encinitas, California, hereby ordains as follows:

SECTION 1.

That Section 14.06.020 of Chapter 14.06 DEFINITIONS of the Encinitas Municipal Code is hereby amended as follows:

16.42.020 Bicycle.

~~A bicycle is a device upon which any person may ride, propelled exclusively by human power through a belt, chain, or gears, and having one or more wheels. (Ord. 93-09). "Bicycle" has the same meaning as in California Vehicle Code Section 231, as may be amended from time to time.~~

SECTION 2.

That Section 14.56.030 of Chapter 14.56 BICYCLES of the Encinitas Municipal Code is hereby amended as follows:

14.56.030 Riding on Bicycles.

~~A. Any person operating or riding a bicycle shall always exercise reasonable care and observe all applicable laws.~~

B. It shall be unlawful for the operator of any bicycle ~~or motorcycle~~ to carry any other person upon the handlebars of any such bicycle or motorcycle or for any person to so ride, or in any other manner not designed for passenger riding, upon any such ~~vehicle or~~ bicycle upon any highway or public place.

SECTION 3.

That Section 14.56.050 of Chapter 14.56 BICYCLES of the Encinitas Municipal Code is hereby amended as follows:

14.56.050 Traffic Laws Apply to Persons Riding.

Every ~~person~~ operator or passenger riding a bicycle upon a roadway shall be granted all of the rights and shall be subject to all of the duties applicable to the ~~driver~~ operator or passenger of a vehicle established by this ~~division~~ title, except those provisions which by their nature can have no application.

SECTION 4.

That Section 14.56.080 be added to Chapter 14.56 BICYCLES of the Encinitas Municipal Code to read as follows:

14.56.080 Enforcement.

In lieu of the imposition of the penalties authorized by this title and/or the filing of charges in a court of competent jurisdiction, the police chief or designee may allow a first-time violator of this chapter to complete a police department-approved bicycle safety course.

SECTION 5. ENVIRONMENTAL COMPLIANCE

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines. The action being considered by the City Council is an administrative activity of government that will not result in the direct or indirect physical change in the environment.

SECTION 6. CONSISTENCY.

Any provision of the Encinitas Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 7. SEVERABILITY.

If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences,

clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional.

SECTION 8. EFFECTIVE DATE.

This Ordinance shall take effect and be in force thirty (30) days after its passage.

SECTION 9. CERTIFICATION. The City Clerk of the City of Encinitas is hereby authorized to use summary publication procedures pursuant to Government Code Section 36933 utilizing the Coast News, a newspaper of general circulation published in the City of Encinitas.

Introduced at a regular meeting of the City Council of the City of Encinitas, California held on the 14th day of June 2023, and thereafter

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Encinitas, California, on the _____ day of _____ 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Tony Kranz, Mayor

ATTEST:

Kathy Hollywood, City Clerk

APPROVED AS TO FORM:

Tarquin Preziosi, City Attorney

CERTIFICATION

I, Kathy Hollywood, City Clerk of the City of Encinitas, California, do hereby certify under penalty of perjury that the foregoing ordinance was duly and regularly introduced at a meeting of the City Council on the 14th day of June, 2023, and that thereafter the said ordinance was duly and regularly adopted at a meeting of the City Council on the ____ day of _____, 2023, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the official seal of the City of Encinitas, California, this ____ day of _____, 2023.

Kathy Hollywood, City Clerk