



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

AGENDA

Joint REGULAR Meeting
Wednesday, April 23, 2025 * 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 held at 6:00pm on Wednesdays and are broadcast live. Please check the City's website for the meeting schedule or any special meetings. 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.

COUNCIL DISCLOSURE

Pursuant to the Levine Act (Gov't Code Section 84308), any party to a permit, license, contract (other than competitively bid, labor or personal employment contracts) or other entitlement before the Council is required to disclose on the record any contribution, including aggregated contributions, of more than \$250 made by the party or the party's agents within the preceding 12 months to any Council Member. Participants and agents are requested to make this disclosure as well. The disclosure must include the name of the party or participant and any other person making the contribution, the name of the recipient, the amount of the contribution, and the date the contribution was made.

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		
Kristi Becker Deputy Mayor / Councilmember District 2		Jill MacDonald Councilmember District 4
David A. Zito Councilmember District 1		Jewel Edson Councilmember District 3

Alyssa Muto
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*

- Sheriff's Spanish Academy

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

- SDG&E Underground Update

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.

CITY COUNCIL COMMUNITY ANNOUNCEMENTS - COMMENTARY:

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

CITY MANAGER / CITY ATTORNEY REPORTS:

An opportunity for the City Manager and City Attorney to make brief announcements or report on various activities. These items are not agendized for official City business with no action or substantive discussion.

A. CONSENT CALENDAR: (Action Items) (A.1. - A.7.)

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

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

A.1. Minutes of the City Council.

Recommendation: That the City Council

1. Approve the Minutes of the City Council meetings held on April 09, 2025.

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

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

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

Recommendation: That the City Council

1. Ratify the list of demands for March 22, 2025 – April 4, 2025.

[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. Quarterly Budget Report – Fiscal Year 2025. (File 0330-30)

Recommendation: That the City Council

1. Receive the quarterly report listing changes made to the FY 2025 General Fund Adopted Budget.

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

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

A.4. Fire Station Emergency Generator Replacement. (File 0260-50)

Recommendation: That the City Council

1. Adopt **Resolution 2025-030**:
 - a. Awarding a construction contract to Pacific Power Engineering Technology Inc. in the amount of \$243,000 for the Fire Station Emergency Stand-by Generator Replacement, Bid No. 2025-04.
 - b. Approving an amount of \$30,000 for construction contingency.
 - c. Authorizing the City Manager to execute the construction contract on behalf of the City.
 - d. Authorizing the City Manager to approve cumulative change orders up to the construction contingency amount.
 - e. Appropriating \$41,000 from Capital Projects Fund – Unreserved Fund Balance to the Fire Station Emergency Generator Replacement project account.
 - f. Authorizing the City Treasurer to amend the FY 2024/25 Adopted Budget accordingly.

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

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

A.5. Replacement of Office Equipment Leases. (File 0190-50)

Recommendation: That the City Council

1. Adopt **Resolution 2025-033** authorizing the City Manager to enter into an agreement with Xerox Corp. for the replacement of three multi-functional copier/printer/scanner machines.

[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 Disability Act (ADA) Pedestrian Ramps. (File 0820-20)

Recommendation: That the City Council

1. Adopt **Resolution 2025-032**:
 - a. Awarding a construction contract to Savi Construction in the amount of \$35,400 for the ADA Pedestrian Ramps, Bid No. 2025-03.
 - b. Approving an amount of \$5,310 for construction contingency.
 - c. Authorizing the City Manager to execute the construction contract on behalf of the City.
 - d. Authorizing the City Manager to approve cumulative change orders up to the construction contingency amount.

[Item A.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. Landscape Maintenance Services. (File 0750-25)

Recommendation: That the City Council

1. Adopt **Resolution 2025-034**:
 - a. Authorizing the City Manager to execute an amendment to the Professional Services Agreement with Nissho of California, Inc., to include Highland Medians maintenance, and the one-time planting of a Torrey Pine, increasing the agreement by \$17,554, to a not-to-exceed amount of \$406,206.84 for FY 2024/2025 only. In subsequent years, the not-to-exceed amount will be \$392,206.84.
 - b. Authorizing the City Treasurer to amend the FY 2024/25 Adopted Budget accordingly.

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

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

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: 705 Barbara Ave., Applicant: Watkins, Case: DRP24-013, APN: 263-091-07. (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 and supplemental regulations required to approve a DRP in the HOZ and SAOZ. Therefore, should the City Council be able to make the findings to approve the DRP, 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 2025-007** conditionally approving a DRP to legalize unpermitted site improvements including grading, drainage, hardscape, landscaping, fences and walls, a deck, and a swim spa at 705 Barbara 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.)

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. Draft Work Plan – Fiscal Year (FY) 2025/26. (File 0410-08)

Recommendation: That the City Council

1. Receive the update on the FY 2024/25 Work Plan and initiate discussion and public input on the draft Fiscal Year 2025/26 Work Plan.

[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.

LEGISLATIVE POLICY AND CORRESPONDENCE

[Document](#)

WORK PLAN COMMENTS:

Adopted June 26, 2024

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.

- 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, Edson
- 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 & Resiliency Commission – Zito, Becker

ADJOURN:

Next Regularly Scheduled Meeting is May 07, 2025

Always refer to the City's website 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 April 23, 2025 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 April 17, 2025 at 2:15 p.m. on the City Bulletin Board at the entrance to the City Council Chambers. Said meeting is held at 6:00 p.m., April 23, 2025, 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 & Resiliency Commission**
- **Parks & Recreation Commission**
- **Public Arts Commission**
- **View Assessment Commission**



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

MINUTES

Joint Meeting - Closed Session

Wednesday, April 09, 2025 5:00 p.m.

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

Action Minutes contain formal actions taken at a City Council meeting.



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

Alyssa Muto
City Manager

Johanna Canlas
City Attorney

Angela Ivey
City Clerk

CALL TO ORDER AND ROLL CALL:

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

Present: Lesa Heebner, Kristi Becker, Jill MacDonald, David A. Zito, Jewel Edson
 Absent: None
 Also Present: Alyssa Muto, City Manager
 Johanna Canlas, City Attorney

PUBLIC COMMENT ON CLOSED SESSION ITEMS (ONLY): None

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

CLOSED SESSION:

- 1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
 Pursuant to Government Code Section 54956.9(d)(2)
 One (1) Potential case.
- 2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
 Pursuant to Government Code Section 54956.9(d)(2)
 One (1) Potential case.

ACTION: No reportable action.

ADJOURN:

Mayor Heebner adjourned the meeting at 6:02 p.m.

Approved: _____

Angela Ivey, City Clerk



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

MINUTES

Joint REGULAR Meeting

Wednesday, April 09, 2025 * 6:00 p.m.

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

Minutes contain formal actions taken at a City Council meeting.



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CITY COUNCILMEMBERS

Lesa Heebner
Mayor

Kristi Becker
Deputy Mayor / Councilmember District 2

Jill MacDonald
Councilmember District 4

David A. Zito
Councilmember District 1

Jewel Edson
Councilmember District 3

Alyssa Muto
City Manager

Johanna Canlas
City Attorney

Angela Ivey
City Clerk

CALL TO ORDER AND ROLL CALL:

Mayor Heebner called the meeting to order at 6:09 p.m.

Present: Lesa Heebner, Kristi Becker, Jill MacDonald, David A. Zito, Jewel Edson

Absent: None

Also Alyssa Muto, City Manager

Present: Johanna Canlas, City Attorney
 Angela Ivey, City Clerk
 Dan King, Assistant City Manager
 Dan Goldberg, City Engineer
 Rachel Jacobs, Finance Dir.
 Joseph Lim, Community Development Dir.

CLOSED SESSION REPORT: None

FLAG SALUTE:

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

- EDCO Update

Matthew Cleary, EDCO, General Manager, presented a PowerPoint (on file).

APPROVAL OF AGENDA:

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

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.

Barbra Gordon – Proposal for smoke free multi-unit housing

Peggy Walker – Proposal for smoke free multi-unit housing

James Meyer – North Rios Subdivision North boundary slope rules

Diana Kutlow – Senator Blakespear's Legislative update

Bob Angelo – view restrictions

CITY COUNCIL COMMUNITY ANNOUNCEMENTS - COMMENTARY:

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

CITY MANAGER / CITY ATTORNEY REPORTS:

An opportunity for the City Manager and City Attorney to make brief announcements or report on various activities. These items are not agendized for official City business with no action or substantive discussion.

A. CONSENT CALENDAR: (Action Items) (A.1. - A.4.)

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

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

A.1. Minutes of the City Council.

Recommendation: That the City Council

1. Approve the Minutes of the City Council meeting held on March 26, 2025.

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

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

Recommendation: That the City Council

1. Ratify the list of demands for March 08, 2025 – March 21, 2025.

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

A.3. Solid Waste Rate Review Prop 218 Notification. (File 1030-15)

Recommendation: That the City Council

1. Adopt **Resolution 2025-029** setting the Solid Waste Rate Review Public Hearing protest vote for June 18, 2025.

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

A.4. Stormwater Program Management Services. (File 0850-40)

Recommendation: That the City Council

1. Adopt **Resolution 2025-027:**
 - a. Authorizing the City Manager to execute a professional services agreement for a three-year term, in an amount not to exceed \$140,000 annually, with Mikhail Ogawa Engineering for Stormwater Program Management Services.
 - b. Authorizing the City Manager to extend the agreement for up to two additional one-year terms, at the City's option.

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

B. PUBLIC HEARINGS: (B.1. - B.2.)

This portion of the agenda provides citizens an opportunity to express their views on a specific issue as required by law after proper noticing by submitting a speaker slip (located on the back table) to the City Clerk. After considering all of the evidence, including written materials and oral testimony, the City Council must make a decision supported by findings and the findings must be supported by substantial evidence in the record. An applicant or 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. 334 S. Rios Ave., Applicant: Lefferdink, Case: DRP23-006, SDP23-008, APN: 298-075-22. (File 0600-40)

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

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, Close the Public Hearing.
2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines.
3. If the City Council makes the requisite findings and approves the project, adopt **Resolution 2025-028** conditionally approving a DRP/SDP to construct a new two-story residence with an attached garage, detached covered patio, and perform associated site improvements at 334 South Rios Avenue, Solana Beach.

Corey Andrews, Principal Planner, presented a PowerPoint (on file).

Mayor Heebner opened the public hearing.

Council disclosures.

Dale Cones, Architect for Applicant, presented a PowerPoint (on file).

Public speakers

Robyn Glasson

Brenda Baniaga

Erich Wallis

Motion: Moved by Councilmember Zito and second by Councilmember Edson to close the public hearing. **Approved 4/0/1.** Ayes: Heebner, MacDonald, Zito, Edson. Noes: None. Absent: Becker (recused). Motion carried.

Motion: Moved by Councilmember Zito and second by Councilmember MacDonald to approve the recommendation. **Approved 4/0/1.** Ayes: Heebner, MacDonald, Zito, Edson. Noes: None. Absent: Becker (recused). Motion carried.

Mayor Heebner recessed the meeting at 7:32 p.m. for a break and reconvened at 7:39 p.m.

B.2. 615 N. Granados, Applicant: DMIG 615 Granados LLC, Case: SMAP23-002, DRP23-011/ SDP23-015 (North Lot), DRP23-012/SDP23-016 (South Lot), APN: 263-082-17. (File 0600-40)

The proposed project meets the minimum zoning requirements under the SBMC, may be found to be consistent with the General Plan, and may be found, as conditioned, to meet the discretionary findings required to approve a Minor Subdivision Tentative Parcel Map and a DRP for the proposed North Lot and a DRP for the proposed South Lot. The project also meets the requirements of the SDP for both proposed lots. Therefore, should the City Council be able to make the required findings, 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 Minor Subdivision exempt from the California Environmental Quality Act pursuant to Sections 15301 and 15315 of the State CEQA Guidelines;
3. Find the DRP and SDP for the North Lot exempt from the California Environmental Quality Act pursuant to Sections 15303 and 15332 of the State CEQA Guidelines;
4. Find the DRP and SDP for the North Lot exempt from the California Environmental Quality Act pursuant to Sections 15303 and 15332 of the State CEQA Guidelines; and
5. If the City Council makes the requisite findings and approves the project, adopt the following:
 - a. **Resolution 2025-018** conditionally approving a Minor Subdivision Tentative Parcel Map (SMAP23-002) to demolish the existing single-family residence and subdivide the property at 615 North Granados Avenue into two single-family lots (North Lot and South Lot);
 - b. **Resolution 2025-019** conditionally approving a Development Review Permit (DRP23-011) and Structure Development Permit (SDP23-015) to construct a two-story single-family residence with an attached two-car garage and perform associated site improvements on the North Lot; and
 - c. **Resolution 2025-020** conditionally approving a Development Review Permit (DRP23-012) and Structure Development Permit (SDP23-016) to construct a two-story single-family residence with an attached two-car garage and perform associated site improvements on the South Lot.

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

Mayor Heebner opened the public hearing.

Council disclosures.

Ryan Gad, Applicant, presented a PowerPoint (on file).

Public Speakers

Laurence Bloch

Jonathon Collopy

Tracy Richmond, speaking on behalf of Pat and Gary Coad, submitted a handout

Bill Howden

Cindi Clemons

Carl Bullen

Noam Ziv submitted a handout

Motion: Moved by Councilmember Edson and second by Councilmember MacDonald to close the public hearing. **Approved 5/0.** Ayes: Heebner, Edson, Becker, MacDonald, Zito. Noes: None. Motion carried unanimously.

Motion: Moved by Deputy Mayor Becker and second by Councilmember Zito to approve Resolution 2025-018 Minor Subdivision. **Approved 5/0.** Ayes: Heebner, Edson, Becker, MacDonald, Zito. Noes: None. Motion carried unanimously.

Motion: Moved by Councilmember Edson and second by Councilmember MacDonald to open the public hearing. **Approved 5/0.** Ayes: Heebner, Edson, Becker, MacDonald, Zito. Noes: None. Motion carried unanimously.

Motion: Moved by Councilmember Edson and second by Deputy Mayor Becker to continue the rest of the item to May 7, 2025. **Approved 5/0.** Ayes: Heebner, Edson, Becker, MacDonald, Zito. Noes: None. Motion carried unanimously.

WORK PLAN COMMENTS:

Adopted June 26, 2024

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)

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

CITIZEN COMMISSION(S)

ADJOURN:

Mayor Heebner adjourned the meeting at 9:39 p.m.

Approved: _____

Angela Ivey, City Clerk



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: April 23, 2025
ORIGINATING DEPT: Finance – Rachel Jacobs, Finance Director
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: 03/22/25 through 04/04/25

Check Register - Disbursement Fund (Attachment 1)		\$	1,054,572.51
Net Payroll Retiree Health	April 4, 2025		2,955.00
Net Payroll Staff P20	March 28, 2025		<u>258,978.61</u>
TOTAL		\$	<u>1,316,506.12</u>

DISCUSSION:

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

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

The register of demands for March 22, 2025, through April 4, 2025, reflects total expenditures of \$1,316,506.12 from various City sources.

WORK PLAN: N/A

OPTIONS:

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

CITY COUNCIL ACTION: _____

CITY STAFF RECOMMENDATION:

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



Alyssa Muto, City Manager

Attachments:

1. Check Register – Disbursement Fund



City of Solana Beach

Register of Demands

3/22/2025 - 4/4/2025

Department Vendor	Description	Date	Check/EFT Number	Amount
100 - GENERAL FUND				
MISSION SQUARE PLAN 302817	P02 PR CONT ADJUSTMENT	04/02/2025	9002045	\$25.93
MISSION SQUARE PLAN 302817	Payroll Run 1 - Warrant P20	03/27/2025	9002036	\$13,224.88
SOLANA BEACH FIREFIGHTERS ASSOC	Payroll Run 1 - Warrant P20	03/27/2025	9002042	\$1,080.00
MISSION SQUARE PLAN 302817	P02 PR CONT ADJUSTMENT	04/02/2025	9002045	\$474.72
CALPERS	P20 457 CONTRIBUTION	03/27/2025	990120344	\$4,756.46
CALPERS	P20 457 CONTRIBUTION	03/27/2025	990120344	\$23.41
CALPERS	P19 PERS 03/14/25 PD (03/26/25 PERS)	03/26/2025	9032625	\$67,664.94
CALPERS	P20 PERS 03/28/25 PD (04/03/2025 PERS)	04/03/2025	9040325	\$68,007.07
CALPERS	PC09 PERS 03/13/25 PD (04/02/25 PERS)	04/02/2025	9040225	\$925.53
AFLAC	MARCH 25	04/04/2025	108071	\$1,062.64
H.G. FENTON COMPANY	RFND: BC-012491-APPLIED AS INSIDE CITY/LOCATED OUT	04/04/2025	108084	\$1,014.00
STERLING HEALTH SERVICES, INC.	P20 FSA/DCA CONTRIBUTIONS	04/04/2025	9002058	\$2,386.12
STERLING HEALTH SERVICES, INC.	P20 FSA/DCA CONTRIBUTIONS	04/04/2025	9002058	\$1,364.54
SELF INSURED SERVICES COMPANY	DENTAL - APR 25	03/27/2025	9002034	\$3,348.30
SELF INSURED SERVICES COMPANY	APR 25-LIFE & ADD/SUPP LIFE/LTD	04/04/2025	9002049	\$1,295.18
SELF INSURED SERVICES COMPANY	APR 25-LIFE & ADD/SUPP LIFE/LTD	04/04/2025	9002049	\$320.75
SELF INSURED SERVICES COMPANY	APR 25-LIFE & ADD/SUPP LIFE/LTD	04/04/2025	9002049	\$1,195.93
INSTATAX	P20 TAXES	03/28/2025	990120357	\$46,156.59
INSTATAX	P20 TAXES	03/28/2025	990120357	\$1,359.56
INSTATAX	P20 TAXES	03/28/2025	990120357	\$10,152.66
INSTATAX	P20 TAXES	03/28/2025	990120357	\$18,519.02
INSTATAX	P20 TAXES	03/28/2025	990120357	\$2,849.30
FIDELITY SECURITY LIFE INSURANCE COMPANY	APR 25-VISION	04/04/2025	108083	\$483.56
IAFF-MERP	MAR 25 FF TRUST	04/04/2025	9002061	\$4,900.00
CROWN CASTLE USA INC	RFND: V24-001	03/27/2025	108042	\$4,177.96
MARCINA CHECKETTS	RFND: BC-010218 FIRE FEE	03/27/2025	108048	\$112.00
P S & C D STEENSMA	RFND: BC-011666 RENEWAL OVERPAYMENT	03/27/2025	108052	\$61.00
WELTER ELECTRIC INC	RFND: SA25-0005	03/27/2025	108063	\$50.00
WELTER ELECTRIC INC	RFND: SA25-0005	03/27/2025	108063	\$153.00
KELLY CUMBERLAND	RFND: FCCC 03/09/25	04/04/2025	108086	\$500.00
LAURIE SMITH TRUST	RFND: FCCC-03/08/25	04/04/2025	108087	\$500.00
MARIA & ANTONIO ALAMO	RFND: ENC24-0139	04/04/2025	108072	\$60,000.00
TOTAL GENERAL FUND				\$318,145.05
1005100 - CITY COUNCIL				
US BANK	CLOSED SESSION	04/04/2025	108073	\$177.25
US BANK	CLOSED SESSION	04/04/2025	108073	\$138.21
TOTAL CITY COUNCIL				\$315.46
1005150 - CITY CLERK				
PITNEY BOWES GLOBAL FINANCIAL SVC	LEASE: 0012725773-01/30/25-04/29/25	03/27/2025	9002041	\$794.45
STAPLES CONTRACT & COMMERCIAL	ROLLING CART/PAPER/DOLLY	03/27/2025	108059	\$267.59
STAPLES CONTRACT & COMMERCIAL	PENS/SHEET PROTECTORS	03/27/2025	108059	\$90.20
US BANK	FILE FOLDERS	04/04/2025	108073	\$38.05

US BANK	STORAGE FILE LABEL SYSTEM	04/04/2025	108073	\$1,712.68
UT SAN DIEGO - NRTH COUNTY	ROP ADVERTISING/COLOR CHARGE	03/27/2025	108061	\$260.00
CORODATA RECORDS MANAGEMENT, INC	FEB 25 - STORAGE	04/04/2025	108078	\$1,276.78
KFORCE INC.	TEMP SERVICES 01/30/25-CLK	03/27/2025	9002037	\$940.00
KFORCE INC.	TEMP SERVICES 02/06/25-CLK	03/27/2025	9002037	\$946.80
KFORCE INC.	TEMP SERVICES 02/13/25-CLK	03/27/2025	9002037	\$570.00
KFORCE INC.	TEMP SERVICES 02/20/25-CLK	03/27/2025	9002037	\$820.00
KFORCE INC.	TEMP SERVICES 02/27/25-CLK	03/27/2025	9002037	\$870.00
KFORCE INC.	TEMP SERVICES 03/06/25-CLK	03/27/2025	9002037	\$880.00
KFORCE INC.	TEMP SERVICES-03/13/25-CLK	04/04/2025	9002051	\$810.00
KFORCE INC.	TEMP SERVICES-03/20/25-CLK	04/04/2025	9002051	\$940.00
ICC GENERAL CODE, INC.	WEB UPDATE	04/04/2025	108077	\$780.00
THE PITNEY BOWES BANK INC-RESERVE	29312709 - POSTAGE PURCHASE	04/04/2025	9002056	\$1,800.00
TOTAL CITY CLERK				\$13,796.55
1005200 - CITY MANAGER				
US BANK	LCC CONFERENCE LODGING	04/04/2025	108073	\$615.84
US BANK	LCC CONFERENCE LODGING	04/04/2025	108073	\$682.64
US BANK	CLOSED SESSION	04/04/2025	108073	\$20.61
TOTAL CITY MANAGER				\$1,319.09
1005250 - LEGAL SERVICES				
US BANK	CLOSED SESSION	04/04/2025	108073	\$26.10
TOTAL LEGAL SERVICES				\$26.10
1005300 - GENERAL FUND - FINANCE				
HDL HINDERLITER DE LLAMAS & ASSOC	Q3/25- SALES TAX AUDIT & CONTRACT-JAN-MAR 25	04/04/2025	108085	\$2,106.08
STAPLES CONTRACT & COMMERCIAL	TONER	03/27/2025	108059	\$276.00
STAPLES CONTRACT & COMMERCIAL	TONER/TAPE DISPENSER	03/27/2025	108059	\$282.83
STAPLES CONTRACT & COMMERCIAL	RFND: TONER	03/27/2025	108059	(\$272.08)
US BANK	SCRIBE TRIAL	04/04/2025	108073	\$29.00
US BANK	CSMFO LODGING	04/04/2025	108073	\$690.38
TOTAL GENERAL FUND - FINANCE				\$3,112.21
1005350 - SUPPORT SERVICES				
XEROX CORPORATION	FEB 25-XEROX -UPSTAIRS	03/27/2025	108068	\$298.25
XEROX CORPORATION	FEB 25-XEROX FIERY -PLN/ENG	03/27/2025	108068	\$132.61
XEROX CORPORATION	FEB 25-XEROX FIERY -UPSTAIRS	03/27/2025	108068	\$132.61
XEROX CORPORATION	FEB 25-XEROX FIERY -CLK	03/27/2025	108068	\$122.84
XEROX CORPORATION	FEB 25-XEROX -PLN/ENG	03/27/2025	108068	\$144.60
XEROX CORPORATION	FEB 25-XEROX -CLK	03/27/2025	108068	\$271.68
XEROX CORPORATION	FEB 25-XEROX -UPSTAIRS	03/27/2025	108068	\$161.13
XEROX CORPORATION	FEB 25-XEROX -PLN/ENG	03/27/2025	108068	\$546.78
XEROX CORPORATION	FEB 25-XEROX -CLK	03/27/2025	108068	\$358.16
STAPLES CONTRACT & COMMERCIAL	KLEENEX/COPY HOLDER/PENS/POST ITS	04/04/2025	108103	\$62.67
STAPLES CONTRACT & COMMERCIAL	RFND: COPY HOLDER	04/04/2025	108103	(\$12.71)
TOTAL SUPPORT SERVICES				\$2,218.62
1005400 - HUMAN RESOURCES				
DEPARTMENT OF JUSTICE	FEB 24-FINGERPRINT APPS	03/27/2025	108043	\$64.00
US BANK	HR CLEAR NAME PLATES	04/04/2025	108073	\$27.18
US BANK	ERGONOMIC DESK	04/04/2025	108073	\$1,817.74
US BANK	ANNUAL MEMBERSHIP DUES (LINKEDIN)	04/04/2025	108073	\$323.88
US BANK	GET WELL FLOWERS	04/04/2025	108073	\$146.52
US BANK	WEBINAR	04/04/2025	108073	\$50.00
US BANK	EFAX SERVICES	04/04/2025	108073	\$49.99

US BANK	PW DIRECTOR PANEL SUPPLIES	04/04/2025	108073	\$50.45
US BANK	PW DIRECTOR PANEL LUNCH	04/04/2025	108073	\$224.73
TOTAL HUMAN RESOURCES				\$2,754.49
1005450 - INFORMATION SERVICES				
COX COMMUNICATIONS INC	0013410039730701-03/19/25-04/18/25	03/27/2025	108041	\$295.12
US BANK	CANVA SUBSCRIPTION	04/04/2025	108073	\$143.81
US BANK	CONSTANT CONTACT	04/04/2025	108073	\$98.00
US BANK	WEBSITE FORWARDING/ACCESSIBILITY TOOL	04/04/2025	108073	\$651.00
WESTERN AUDIO VISUAL	AV MAINTENANCE SUPPORT	04/04/2025	108106	\$499.00
MANAGED SOLUTION	OCT 24-Office 365 and IT Support	04/04/2025	9002052	\$400.00
360 GLOBAL TECHNOLOGY LLC	APR 25-WEBSITE HOSTING	04/04/2025	9002046	\$600.00
CARASOFT TECHNOLOGY CORPORATION	ZOOM SUBSCRIPTION	04/04/2025	108074	\$8,160.49
TOTAL INFORMATION SERVICES				\$10,847.42
1005550 - PLANNING				
LAURIE LEVINE	FEB 25-PLAN REVIEW & INSPECTIONS	03/27/2025	9002038	\$481.25
TOTAL PLANNING				\$481.25
1005590 - CODE ENFORCEMENT				
US BANK	UNIFORM PATCH SEWING	04/04/2025	108073	\$60.00
US BANK	COURT DOCUMENTS	04/04/2025	108073	\$9.00
WEX FLEET UNIVERSAL	02/08/25-03/07/25 AUTO FUEL	03/27/2025	108067	\$99.38
TOTAL CODE ENFORCEMENT				\$168.38
1006110 - LAW ENFORCEMENT				
SAN DIEGO COUNTY SHERIFFS OFFICE	JAN-JUN 25-SHERIFF CAL-ID	03/27/2025	108055	\$1,340.00
TOTAL LAW ENFORCEMENT				\$1,340.00
1006120 - FIRE DEPARTMENT				
SANTA FE IRRIGATION DISTRICT	005512-000-01/03/25-03/04/25	04/04/2025	108100	\$739.03
CITY OF ENCINITAS	ENC FMS-6/10/24-11/11/24	03/27/2025	108039	\$7,754.57
REGIONAL COMMS SYS MS 056 RCS	FEB 25-FIRE RADIOS	03/27/2025	108054	\$1,298.00
REGIONAL COMMS SYS MS 056 RCS	FEB 25-CAP CODE	03/27/2025	108054	\$32.50
REGIONAL COMMS SYS MS 056 RCS	FEB 25-SHERIFF RADIOS	03/27/2025	108054	\$796.50
US BANK	EQUIPMENT BAG	04/04/2025	108073	\$73.70
US BANK	TRAINING BINDERS	04/04/2025	108073	\$104.27
US BANK	FLAG REPLACEMENTS	04/04/2025	108073	\$265.48
US BANK	OFFICE STAMPS	04/04/2025	108073	\$26.05
US BANK	FIRE PINNING CEREMONY INVITES	04/04/2025	108073	\$41.75
ACE UNIFORMS LLC	UNIFORM ESSENTIALS/SEWINGS/HATS	03/27/2025	9002033	\$811.83
ACE UNIFORMS LLC	UNIFORM ESSENTIALS/EMB/SEWINGS	04/04/2025	9002047	\$238.15
FIRE STATS LLC	DEC 24/JAN 25-MAINT & OPRNOS OF DATA	03/27/2025	108046	\$425.00
ACROSS THE STREET PRODUCTIONS, INC.	CERT BLUE CARD INSTRUCTOR TRAIN/TRAINING	03/27/2025	108037	\$4,500.00
WEX BANK	JAN 25-AUTO FUEL & CR TAX	04/04/2025	108107	\$1,801.44
WEX BANK	FEB 25-AUTO FUEL & CR TAX	04/04/2025	108107	\$1,748.06
MICHAEL MONKEN	REIMB: CORONA AUTO EX	04/04/2025	108090	\$1,905.56
TOTAL FIRE DEPARTMENT				\$22,561.89
1006170 - MARINE SAFETY				
US BANK	ZIP TIES	04/04/2025	108073	\$14.67
US BANK	MS NOW HIRING SIGNS	04/04/2025	108073	\$161.63
US BANK	MEDICAL BAGS	04/04/2025	108073	\$518.20
US BANK	SCHEDULING SOFTWARE	04/04/2025	108073	\$246.40
US BANK	DIVE SUPPLIES	04/04/2025	108073	\$177.18
US BANK	HQ CLEANING SUPPLIES	04/04/2025	108073	\$29.34

US BANK	2481 NISSAN FRONTIER SERVICE	04/04/2025	108073	\$143.58
US BANK	GATE REPAIR SUPPLIES	04/04/2025	108073	\$25.42
US BANK	MEDICAL SUPPLY BOXES	04/04/2025	108073	\$163.02
US BANK	HQ CLEANING SUPPLIES	04/04/2025	108073	\$38.37
US BANK	SD COUNTY JOB FAIR BOOTH	04/04/2025	108073	\$250.00
US BANK	SQUEEGE BLADES/PVC FITTINGS	04/04/2025	108073	\$13.66
US BANK	MANDATED REPORTER TRAINING	04/04/2025	108073	\$8.99
US BANK	WATER SAFETY SUMMIT	04/04/2025	108073	\$400.00
US BANK	OFFICE STAMPS	04/04/2025	108073	\$52.10
US BANK	RETURNED AUTO PART	04/04/2025	108073	(\$19.78)
US BANK	BATTERIES/ZIP TIES	04/04/2025	108073	\$41.49
ACE UNIFORMS LLC	UNIFORM ESSENTIALS	03/27/2025	9002033	\$344.78
WEX FLEET UNIVERSAL	02/08/25-03/07/25 AUTO FUEL	03/27/2025	108067	\$949.45
THE COMMA CLUB LLC	T-PULL STRAP/CLAMP	03/27/2025	108053	\$549.45

TOTAL MARINE SAFETY**\$4,107.95****1006510 - ENGINEERING**

STATE CONTROLLER'S OFFICE	FY 23/24-ANNUAL STREET REPORT	03/27/2025	108060	\$3,000.00
US BANK	DG-COUNTY MAPS	04/04/2025	108073	\$4.09
US BANK	LC-PW TRUCK WASH	04/04/2025	108073	\$27.99
US BANK	LC-MSA EVENT REGISTRATION (2)	04/04/2025	108073	\$70.00
SANGIS	SD IMAGERY CONSORTIUM FUNDING	03/27/2025	108056	\$1,466.67
WEX FLEET UNIVERSAL	02/08/25-03/07/25 AUTO FUEL	03/27/2025	108067	\$159.29
WEST COAST CIVIL, INC	FEB 25-PROF SVC	03/27/2025	108065	\$2,550.00

TOTAL ENGINEERING**\$7,278.04****1006520 - ENVIRONMENTAL SERVICES**

MISSION LINEN & UNIFORM INC	FY25 UNIFORM SERVICES FOR PUBLIC WORKS	03/27/2025	108049	\$16.97
MISSION LINEN & UNIFORM INC	FY25 UNIFORM SERVICES FOR PUBLIC WORKS	04/04/2025	108091	\$16.96
SANTA FE IRRIGATION DISTRICT	005506-014-02/04/25-03/04/25	03/27/2025	108057	\$184.54
MIKHAIL OGAWA ENGINEERING, INC.	NOV 24- STORMWATER PROGRAM	03/27/2025	9002039	\$9,521.63
DOG WASTE DEPOT	DOG WASTE BAGS	04/04/2025	108080	\$2,482.17
WEX FLEET UNIVERSAL	02/08/25-03/07/25 AUTO FUEL	03/27/2025	108067	\$463.39
SUMMIT EROSION CONTROL	SANDBAGS/PALLET	03/27/2025	9002043	\$237.05
IDRAINS LLC	O-STORMDRAIN MAINT & INSPCTN	03/27/2025	108035	\$2,680.00

TOTAL ENVIRONMENTAL SERVICES**\$15,602.71****1006530 - STREET MAINTENANCE**

MISSION LINEN & UNIFORM INC	FY25 UNIFORM SERVICES FOR PUBLIC WORKS	03/27/2025	108049	\$27.55
MISSION LINEN & UNIFORM INC	FY25 UNIFORM SERVICES FOR PUBLIC WORKS	04/04/2025	108091	\$27.56
SANTA FE IRRIGATION DISTRICT	011695-000-02/04/25-02/28/25	03/27/2025	108057	\$91.05
SDG&E CO INC	UTILITIES:01/09/25-03/10/25	04/04/2025	108101	\$811.91
SDG&E CO INC	UTILITIES:02/06/25-03/10/25	04/04/2025	108101	\$1,003.40
NISSHO OF CALIFORNIA	FEB 25- LANDSCAPE MAINTENANCE	04/04/2025	9002055	\$2,178.16
SUNBELT RENTALS, INC.	DEMO HAMMER	04/04/2025	108104	\$191.27
WEX FLEET UNIVERSAL	02/08/25-03/07/25 AUTO FUEL	03/27/2025	108067	\$419.96
VICTOR MAGANA GONZALEZ	MILEAGE-03/16/25	03/27/2025	108062	\$32.20
BFS GROUP OF CALIFORNIA LLC	BLACK TOP PATCH	03/27/2025	108044	\$95.10
BFS GROUP OF CALIFORNIA LLC	BLACK TOP PATCH	03/27/2025	108044	\$285.31
BFS GROUP OF CALIFORNIA LLC	BLACK TOP PATCH	03/27/2025	108044	\$285.31
AUTO PARTS PROS LLC	BATTERY	03/27/2025	108050	\$149.07
AUTO PARTS PROS LLC	10W40	03/27/2025	108050	\$47.72

TOTAL STREET MAINTENANCE**\$5,645.57****1006540 - TRAFFIC SAFETY**

SDG&E CO INC	UTILITIES:01/09/25-03/10/25	04/04/2025	108101	\$754.08
SDG&E CO INC	UTILITIES:02/06/25-03/10/25	04/04/2025	108101	\$1,517.12
TRAFFIC SUPPLY, INC	SOLAR STOP SIGN	04/04/2025	9002059	\$4,540.59
ALL CITY MANAGEMENT SERVICES, INC	CROSSING GUARDS-03/02/25-03/15/25	04/04/2025	9002048	\$13,062.50
MANERI TRAFFIC CONTROL INC	SIGNS	04/04/2025	108089	\$1,027.14

TOTAL TRAFFIC SAFETY**\$20,901.43****1006550 - STREET CLEANING**

SANTA FE IRRIGATION DISTRICT	011695-000-02/04/25-02/28/25	03/27/2025	108057	\$53.48
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TOTAL STREET CLEANING**\$53.48****1006560 - PARK MAINTENANCE**

MISSION LINEN & UNIFORM INC	FY25 UNIFORM SERVICES FOR PUBLIC WORKS	03/27/2025	108049	\$20.13
MISSION LINEN & UNIFORM INC	FY25 UNIFORM SERVICES FOR PUBLIC WORKS	04/04/2025	108091	\$20.14
SANTA FE IRRIGATION DISTRICT	005506-018-02/04/25-02/28/25	03/27/2025	108057	\$227.94
SANTA FE IRRIGATION DISTRICT	005506-019-02/04/25-02/28/25	03/27/2025	108057	\$522.07
SANTA FE IRRIGATION DISTRICT	005506-000-01/03/25-03/04/25	03/27/2025	108057	\$212.42
SANTA FE IRRIGATION DISTRICT	005506-001-01/03/25-03/04/25	03/27/2025	108057	\$108.84
SANTA FE IRRIGATION DISTRICT	005506-002-01/03/25-03/04/25	03/27/2025	108057	\$450.39
SANTA FE IRRIGATION DISTRICT	005506-004-01/03/25-03/04/25	03/27/2025	108057	\$108.84
SANTA FE IRRIGATION DISTRICT	005506-005-01/03/25-03/04/25	03/27/2025	108057	\$289.55
SANTA FE IRRIGATION DISTRICT	005506-006-01/03/25-03/04/25	03/27/2025	108057	\$173.79
SANTA FE IRRIGATION DISTRICT	005506-007-01/03/25-03/04/25	03/27/2025	108057	\$132.89
SANTA FE IRRIGATION DISTRICT	005506-009-01/03/25-03/04/25	03/27/2025	108057	\$108.84
SANTA FE IRRIGATION DISTRICT	005506-010-01/03/25-03/04/25	03/27/2025	108057	\$211.07
SANTA FE IRRIGATION DISTRICT	005506-011-01/03/25-03/04/25	03/27/2025	108057	\$348.16
SANTA FE IRRIGATION DISTRICT	005506-012-01/03/25-03/04/25	03/27/2025	108057	\$1,376.44
SANTA FE IRRIGATION DISTRICT	005506-013-01/03/25-03/04/25	03/27/2025	108057	\$132.89
SANTA FE IRRIGATION DISTRICT	005979-001-01/03/25-03/04/25	03/27/2025	108057	\$126.58
SANTA FE IRRIGATION DISTRICT	012448-000-01/03/25-03/04/25	03/27/2025	108057	\$173.79
SANTA FE IRRIGATION DISTRICT	012448-001-01/03/25-03/04/25	03/27/2025	108057	\$108.84
SANTA FE IRRIGATION DISTRICT	00506-015-01/16/25-03/17/25	04/04/2025	108100	\$289.09
SANTA FE IRRIGATION DISTRICT	005506-016-01/16/25-03/17/25	04/04/2025	108100	\$750.19
SANTA FE IRRIGATION DISTRICT	005979-003-01/16/25-03/17/25	04/04/2025	108100	\$530.08
WEST COAST ARBORISTS INC	MAR 25-TREE MAINTENANCE SERVICES	03/27/2025	108064	\$1,250.00
RANCHO SANTA FE SECURITY SYS INC	APR 25-RESTROOM LKUP/ALARM MONITORING	04/04/2025	108097	\$386.40
US BANK	TRASHCAN LINERS	04/04/2025	108073	\$173.74
US BANK	PACKING MATERIALS/SHIPPING	04/04/2025	108073	\$20.97
US BANK	PACKING MATERIALS/SHIPPING	04/04/2025	108073	\$119.73
US BANK	PW CELL PHONE CHARGERS	04/04/2025	108073	\$35.44
US BANK	PW TONER	04/04/2025	108073	\$133.64
NISSHO OF CALIFORNIA	FEB 25-LANDSCAPING SERVICES	03/27/2025	9002040	\$1,987.55
NISSHO OF CALIFORNIA	FEB 25- LANDSCAPING SERVICES	03/27/2025	9002040	\$834.37
NISSHO OF CALIFORNIA	FEB 25- LANDSCAPING SERVICES	03/27/2025	9002040	\$21,075.10
NISSHO OF CALIFORNIA	FEB 25- LANDSCAPE MAINTENANCE	04/04/2025	9002055	\$8,707.59
WEX FLEET UNIVERSAL	02/08/25-03/07/25 AUTO FUEL	03/27/2025	108067	\$86.89
HD SUPPLY, INC.	CLOROX/LINERS	03/27/2025	108047	\$855.59
BFS GROUP OF CALIFORNIA LLC	ROPE/NAIL SET/LIGHT CONTROL & PLATE	03/27/2025	108044	\$57.51
RANCHO SANTA FE PROTECTIVE SERVICES INC	APR 25- SECURITY PATROL SERVICES	04/04/2025	108096	\$695.00

TOTAL PARK MAINTENANCE**\$42,842.49****1006570 - PUBLIC FACILITIES**

SANTA FE IRRIGATION DISTRICT	005506-008-01/03/25-03/04/25	03/27/2025	108057	\$468.43
SDG&E CO INC	UTILITIES:01/09/25-03/10/25	04/04/2025	108101	\$2,562.39

SDG&E CO INC	UTILITIES:02/06/25-03/10/25	04/04/2025	108101	\$7,743.05
WEST COAST ARBORISTS INC	MAR 25-TREE MAINTENANCE SERVICES	03/27/2025	108064	\$1,250.00
SEASIDE HEATING & AIR CONDITIONING	FY25 HVAC SERVICES AT CITY FACILITIES	03/27/2025	108058	\$360.00
SEASIDE HEATING & AIR CONDITIONING	FY25 HVAC SERVICES AT CITY FACILITIES-FS	03/27/2025	108058	\$120.00
US BANK	PW OFFICE SUPPLIES	04/04/2025	108073	\$30.44
NISSHO OF CALIFORNIA	FEB 25- LANDSCAPE MAINTENANCE	04/04/2025	9002055	\$2,984.76
CINTAS CORPORATION NO. 2	FIRST AID SUPPLIES-CH	03/27/2025	108038	\$384.19
CINTAS CORPORATION NO. 2	FIRST AID SUPPLIES-PW	04/04/2025	108076	\$118.68
HABITAT PROTECTION, INC	MAR 25- PEST/RODENT CONTROL -SEASCAPE SUR	03/27/2025	9002035	\$43.00
HABITAT PROTECTION, INC	MAR-25-PEST/RODENT CONTROL-MS	03/27/2025	9002035	\$71.00
HABITAT PROTECTION, INC	MAR 25-PEST/RODENT CONTROL-DEL MAR SHORE BCH	03/27/2025	9002035	\$43.00
HABITAT PROTECTION, INC	MAR 25-PEST/RODENT CONTROL-CH	03/27/2025	9002035	\$57.00
HABITAT PROTECTION, INC	MAR 25-PEST/RODENT CONTROL-FC	03/27/2025	9002035	\$43.00
HABITAT PROTECTION, INC	MAR 25-PEST/RODENT CONTROL-FCCC	03/27/2025	9002035	\$71.00
HABITAT PROTECTION, INC	MAR 25-PEST/RODENT CONTROL-TIDE PARK BEACH	03/27/2025	9002035	\$65.00
HABITAT PROTECTION, INC	MAR 25- PEST/RODENT CONTROL-FS	03/27/2025	9002035	\$86.00
HABITAT PROTECTION, INC	MAR 25-PEST/RODENT CONTROL-PW	03/27/2025	9002035	\$71.00
HABITAT PROTECTION, INC	MAR 25-PEST/RODENT CONTROL-LCCC	03/27/2025	9002035	\$71.00
STANDARD PLUMBING SUPPLY COMPANY	WATER HEATER	04/04/2025	108102	\$858.04
STANDARD PLUMBING SUPPLY COMPANY	COPPER PIPE/BALL VALVE/COPPER ADAPT	04/04/2025	108102	\$96.87
WEX FLEET UNIVERSAL	02/08/25-03/07/25 AUTO FUEL	03/27/2025	108067	\$144.81
REAL ESTATE CONSULTING & SERVICES INC	FY25 ON-CALL AS-NEEDED HANDYMAN	04/04/2025	9002057	\$5,035.00
BFS GROUP OF CALIFORNIA LLC	FAUCET	03/27/2025	108044	\$276.39
BFS GROUP OF CALIFORNIA LLC	PLASTIC SHEETING	03/27/2025	108044	\$37.18
BFS GROUP OF CALIFORNIA LLC	SIMPLE GREEN/SPRAY PAINT	03/27/2025	108044	\$38.52
BFS GROUP OF CALIFORNIA LLC	GLOVES/CAULKING	03/27/2025	108044	\$33.24
BFS GROUP OF CALIFORNIA LLC	BLUE TAPE/FASTENERS/SPRAY PAINT	03/27/2025	108044	\$43.10
BFS GROUP OF CALIFORNIA LLC	WASHERS/HEX NUTS/GLOVES/GRID DRAIN	04/04/2025	108079	\$56.89
BFS GROUP OF CALIFORNIA LLC	ELECTRICAL TAPE/PAINT BRUSH/OUTLET/PUTTY KNIFE	03/27/2025	108044	\$39.80
BFS GROUP OF CALIFORNIA LLC	LED LAMP	03/27/2025	108044	\$10.76
BFS GROUP OF CALIFORNIA LLC	GORILLA TAPE/DUCT TAPE	03/27/2025	108044	\$30.27
TOTAL PUBLIC FACILITIES				\$23,343.81
1007100 - COMMUNITY SERVICES				
US BANK	MMASC MEETING	04/04/2025	108073	\$20.00
US BANK	SOCIAL MEDIA BIO LINKING	04/04/2025	108073	\$9.99
TOTAL COMMUNITY SERVICES				\$29.99
1007110 - GF-RECREATION				
ONE DAY SIGNS	SPRING FEST/EGG HUNT BANNERS	03/27/2025	108051	\$237.05
US BANK	LC PORTABLE HEATERS	04/04/2025	108073	\$85.57
US BANK	AWARD APPLICATION FEE	04/04/2025	108073	\$40.00
ABLE PATROL & GUARD INC	MAR 25-FCCC GUARD SERVICE	04/04/2025	108069	\$513.00
CALIFORNIA OFFICE CLEANING, INC	MAR 25-FCCC CLEANING	04/04/2025	9002050	\$450.00
DYLAN ROSSI	TRAVEL/TRAIN-CA PRK/REC SOC ANNL CONF-3/18- 21/25	04/04/2025	108081	\$995.62
TOTAL GF-RECREATION				\$2,321.24
110 - MEASURE S 1% TRANSACTION TAX				
PALM ENGINEERING CONSTRUCTION CO	PROJ# 9834.00 HIGHLAND MEDIAN RETENTION	04/04/2025	108095	(\$447.84)
TOTAL MEASURE S 1% TRANSACTION TAX				(\$447.84)
1105900 - MEASURE S - 1% TRANSACTION TAX				
HDL HINDERLITER DE LLAMAS & ASSOC	Q3/25- MEASURE S TAX-CONTRACT/AUDIT-JAN-MAR 25	04/04/2025	108085	\$778.35

TOTAL MEASURE S - 1% TRANSACTION TAX**\$778.35****1106510 - MEASURE S - ENGINEERING**

PALM ENGINEERING CONSTRUCTION CO	PROJ# 9834.00 HIGHLAND MEDIAN CONTINGENCY	04/04/2025	108095	\$8,956.71
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TOTAL MEASURE S - ENGINEERING**\$8,956.71****135 - EQUIPMENT REPLACEMENT**

WELTER ELECTRIC INC	RFND: SA25-0005	03/27/2025	108063	\$2.03
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TOTAL EQUIPMENT REPLACEMENT**\$2.03****1355450 - ASSET REPLACEMENT-INFO SYS**

360 GLOBAL TECHNOLOGY LLC	APR 25-Drupal Upgrade	04/04/2025	9002046	\$5,000.00
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TOTAL ASSET REPLACEMENT-INFO SYS**\$5,000.00****1355590 - Asset Replacement- Codes**

MOTOROLA SOLUTIONS INC	PORTABLE RADIOS FOR CODE ENFORCEMENT	04/04/2025	108092	\$8,784.52
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TOTAL Asset Replacement- Codes**\$8,784.52****1356170 - ASSET REPLACEMENT-MARN SFTY**

N MOTORS IRVINE, LLC	ASSET REPLACEMENT TRUCK	04/04/2025	108094	\$42,560.00
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ACME CYCLES, INC.	PWC (JET SKI)	04/04/2025	108093	\$18,056.62
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TOTAL ASSET REPLACEMENT-MARN SFTY**\$60,616.62****1356510 - ASSET REPLACEMENT-ENGINEER**

CENTRAL SQUARE	GIS SERVICES	04/04/2025	108075	\$90.00
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TOTAL ASSET REPLACEMENT-ENGINEER**\$90.00****1605360 - OPEB OBLIGATION**

MIDAMERICA	APRIL 25	04/04/2025	9002053	\$7,645.00
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TOTAL OPEB OBLIGATION**\$7,645.00****2037510 - HIGHWAY 101 LANDSC #33**

SANTA FE IRRIGATION DISTRICT	005979-000-01/03/25-03/04/25	03/27/2025	108057	\$490.61
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SANTA FE IRRIGATION DISTRICT	005979-004-01/16/25-03/17/25	04/04/2025	108100	\$538.34
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SANTA FE IRRIGATION DISTRICT	007732-000-01/16/25-03/17/25	04/04/2025	108100	\$195.01
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SDG&E CO INC	UTILITIES:02/06/25-03/10/25	04/04/2025	108101	\$3,303.68
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NISSHO OF CALIFORNIA	FEB 25- LANDSCAPE MAINTENANCE	04/04/2025	9002055	\$1,692.31
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TOTAL HIGHWAY 101 LANDSC #33**\$6,219.95****2047520 - MID 9C SANTA FE HILLS**

SANTA FE IRRIGATION DISTRICT	005979-014-02/04/25-02/28/25	03/27/2025	108057	\$153.31
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SANTA FE IRRIGATION DISTRICT	005979-015-02/04/25-02/28/25	03/27/2025	108057	\$148.92
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SANTA FE IRRIGATION DISTRICT	005979-016-02/04/25-02/28/25	03/27/2025	108057	\$175.26
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SANTA FE IRRIGATION DISTRICT	005979-017-02/04/25-02/28/25	03/27/2025	108057	\$48.81
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SANTA FE IRRIGATION DISTRICT	005979-018-02/04/25-02/28/25	03/27/2025	108057	\$48.81
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SANTA FE IRRIGATION DISTRICT	005979-019-02/04/25-02/28/25	03/27/2025	108057	\$88.32
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SANTA FE IRRIGATION DISTRICT	005979-020-02/04/25-02/28/25	03/27/2025	108057	\$144.53
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SANTA FE IRRIGATION DISTRICT	005979-021-02/04/25-02/28/25	03/27/2025	108057	\$144.53
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SANTA FE IRRIGATION DISTRICT	005979-022-02/04/25-02/28/25	03/27/2025	108057	\$144.53
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SANTA FE IRRIGATION DISTRICT	005979-023-02/04/25-02/28/25	03/27/2025	108057	\$144.53
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SANTA FE IRRIGATION DISTRICT	005979-024-02/04/25-02/28/25	03/27/2025	108057	\$434.27
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SANTA FE IRRIGATION DISTRICT	005979-025-02/04/25-02/28/25	03/27/2025	108057	\$166.48
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SANTA FE IRRIGATION DISTRICT	005979-026-02/04/25-02/28/25	03/27/2025	108057	\$148.92
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TOTAL MID 9C SANTA FE HILLS**\$1,991.22****2077550 - MID 9H SAN ELIJO #2**

SAN ELIJO HILLS II HOA	FY24 SURPLUS FUNDS	04/04/2025	108099	\$400,000.00
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TOTAL MID 9H SAN ELIJO #2**\$400,000.00****2087580 - COASTAL RAIL TRAIL MAINT**

SANTA FE IRRIGATION DISTRICT	005506-020-02/04/25-02/28/25	03/27/2025	108057	\$1,113.23
SANTA FE IRRIGATION DISTRICT	005506-003-01/03/25-03/04/25	03/27/2025	108057	\$173.79
NISSHO OF CALIFORNIA	FEB 25- LANDSCAPE MAINTENANCE	04/04/2025	9002055	\$6,408.18
TOTAL COASTAL RAIL TRAIL MAINT				\$7,695.20
2117600 - STREET LIGHTING DISTRICT				
SDG&E CO INC	UTILITIES:01/09/25-03/10/25	04/04/2025	108101	\$9,790.96
TOTAL STREET LIGHTING DISTRICT				\$9,790.96
2135550 - DEVELOPER PASS-THRU- PLANNING				
LAURIE LEVINE	FEB 25-PLAN REVIEW & INSPECTIONS	03/27/2025	9002038	\$481.25
LAURIE LEVINE	FEB 25-PLAN REVIEW & INSPECTIONS	03/27/2025	9002038	\$158.59
LAURIE LEVINE	FEB 25-PLAN REVIEW & INSPECTIONS	03/27/2025	9002038	\$158.59
LAURIE LEVINE	FEB 25-PLAN REVIEW & INSPECTIONS	03/27/2025	9002038	\$158.59
LAURIE LEVINE	FEB 25-PLAN REVIEW & INSPECTIONS	03/27/2025	9002038	\$158.59
LAURIE LEVINE	FEB 25-PLAN REVIEW & INSPECTIONS	03/27/2025	9002038	\$158.59
LAURIE LEVINE	FEB 25-PLAN REVIEW & INSPECTIONS	03/27/2025	9002038	\$158.59
LAURIE LEVINE	FEB 25-PLAN REVIEW & INSPECTIONS	03/27/2025	9002038	\$158.59
LAURIE LEVINE	FEB 25-PLAN REVIEW & INSPECTIONS	03/27/2025	9002038	\$158.62
LAURIE LEVINE	FEB 25-PLAN REVIEW & INSPECTIONS	03/27/2025	9002038	\$262.50
LAURIE LEVINE	FEB 25-PLAN REVIEW & INSPECTIONS	03/27/2025	9002038	\$87.50
LAURIE LEVINE	FEB 25-PLAN REVIEW & INSPECTIONS	03/27/2025	9002038	\$87.50
LAURIE LEVINE	JAN 25- PLAN REVIEW & INSPECTIONS	03/27/2025	9002038	\$481.25
LAURIE LEVINE	JAN 25- PLAN REVIEW & INSPECTIONS	03/27/2025	9002038	\$700.00
LAURIE LEVINE	JAN 25- PLAN REVIEW & INSPECTIONS	03/27/2025	9002038	\$262.50
TOTAL DEVELOPER PASS-THRU- PLANNING				\$3,631.25
2146120 - FIRE MITIGATION FEES				
ACE UNIFORMS LLC	HAT	03/27/2025	9002033	\$84.12
ACE UNIFORMS LLC	HAT	03/27/2025	9002033	\$83.77
ACE UNIFORMS LLC	UNIFORM ESSENTIALS/SEWINGS/ALTRNS	03/27/2025	9002033	\$858.38
ACE UNIFORMS LLC	UNIFORM ESSENTIAL	03/27/2025	9002033	\$77.90
ACE UNIFORMS LLC	UNIFORM ACCESSORIES	04/04/2025	9002047	\$35.20
TOTAL FIRE MITIGATION FEES				\$1,139.37
2465200 - MISC GRANTS - CM				
WILLIAM STEIN	T SHIRTS-CLEAN & GREEN	03/27/2025	108040	\$709.37
TOTAL MISC GRANTS - CM				\$709.37
2505570 - COASTAL BUSINESS/VISITORS				
US BANK	S SIERRA PLANTS	04/04/2025	108073	\$1,648.56
US BANK	EGG HUNT EVENT SUPPLIES	04/04/2025	108073	\$75.00
US BANK	EGG HUNT CRAFT SUPPLIES	04/04/2025	108073	\$309.46
ACTION BOUNCE COMPANY	JUMPER-EGG HUNT-04/19/25	04/04/2025	108070	\$490.00
LINDA M SINNACHCHARIGE	FACE PAINTING-EGG HUNT-04/19/25	04/04/2025	108088	\$625.00
DANNY J DECOSMO	TRAIN RIDE-EGG HUNT-04/19/25	04/04/2025	108098	\$1,310.00
TOTAL COASTAL BUSINESS/VISITORS				\$4,458.02
2556180 - JUNIOR LIFEGUARDS				
US BANK	JR GUARD SCHEDULING SERVICE	04/04/2025	108073	\$20.00
DUSTIN BRODWOLF	JG TRAILER MAINT	04/04/2025	108082	\$2,958.85
TOTAL JUNIOR LIFEGUARDS				\$2,978.85
2557110 - CAMP PROGRAMS				
US BANK	SUMMER CAMP TRIP DEPOSITS	04/04/2025	108073	\$100.00
TOTAL CAMP PROGRAMS				\$100.00
2706120 - PUBLIC SAFETY- FIRE				

US BANK	CSA17.25-FS ROUTER	04/04/2025	108073	\$354.69
AMR	CSA.17-NEEDLE DECOMP/CHEST SEAL	03/27/2025	108036	\$263.02
TOTAL PUBLIC SAFETY- FIRE				\$617.71
4506190 - SAND REPLNSHMNT/RETENTION				
WARWICK GROUP CONSULTANTS, LLC	JAN 25-PROF SERVICES	03/27/2025	9002044	\$5,833.00
TOTAL SAND REPLNSHMNT/RETENTION				\$5,833.00
4595450 - MISC.CAPITALPROJECTS-IS				
WESTERN AUDIO VISUAL	CHAMBER UPDATES	03/27/2025	108066	\$4,318.15
TOTAL MISC.CAPITALPROJECTS-IS				\$4,318.15
4596510 - MISC.CAPITALPROJECTS-ENG				
VAN DYKE LANDSCAPE ARCHITECTS	JAN 25- PLAN UPDATE	04/04/2025	108105	\$600.00
VAN DYKE LANDSCAPE ARCHITECTS	FEB 25- PLAN UPDATE	04/04/2025	108105	\$1,750.00
DOMUSSTUDIO ARCHITECTURE LLP	FEB 25-9449.02 MS CENTR	03/27/2025	108045	\$1,840.00
TOTAL MISC.CAPITALPROJECTS-ENG				\$4,190.00
5097700 - SANITATION				
MISSION LINEN & UNIFORM INC	FY25 UNIFORM SERVICES FOR PUBLIC WORKS	03/27/2025	108049	\$10.60
MISSION LINEN & UNIFORM INC	FY25 UNIFORM SERVICES FOR PUBLIC WORKS	04/04/2025	108091	\$10.59
SANTA FE IRRIGATION DISTRICT	005506-014-02/04/25-03/04/25	03/27/2025	108057	\$553.62
WEX FLEET UNIVERSAL	02/08/25-03/07/25 AUTO FUEL	03/27/2025	108067	\$173.77
DIAMOND MMP, INC.	PROP 218 SEWER RATE NOTICING - MAILINGS	04/04/2025	9002054	\$7,418.57
IDRAINS LLC	Y- SEWER MARK OUT	03/27/2025	108035	\$1,300.00
TOTAL SANITATION				\$9,467.15
6718510 - BARBARA UNDERGROUNDING-DS				
WILLDAN	FY25 Q3-LOCAL IMPROVEMENT DISTRICT	04/04/2025	9002060	\$278.63
TOTAL BARBARA UNDERGROUNDING-DS				\$278.63
6728520 - PACIFIC UNDERGROUNDING-DS				
WILLDAN	FY25 Q3-LOCAL IMPROVEMENT DISTRICT	04/04/2025	9002060	\$258.44
TOTAL PACIFIC UNDERGROUNDING-DS				\$258.44
6738530 - MARSOLAN UNDERGROUNDNG-DS				
WILLDAN	FY25 Q3-LOCAL IMPROVEMENT DISTRICT	04/04/2025	9002060	\$256.63
TOTAL MARSOLAN UNDERGROUNDNG-DS				\$256.63
REPORT TOTAL:				\$1,054,572.51



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: April 23, 2025
ORIGINATING DEPT: Finance – Rachel Jacobs, Finance Director
SUBJECT: **Quarterly Budget Report - Fiscal Year 2025**

BACKGROUND:

Staff provides a quarterly report to Council of changes made to the current Fiscal Year (FY) 2025 General Fund Adopted Budget. The information provided in this Staff Report lists the changes made through March 31, 2025.

DISCUSSION:

The following table reports the revenues, expenditures, and transfers for 1) the Adopted General Fund Budget approved by Council on June 28, 2023 (Resolution 2023-089) and 2) any other resolutions passed by Council that amended the Adopted General Fund Budget.

GENERAL FUND - ADOPTED BUDGET PLUS CHANGES 3/31/2025						
General Fund - Operations						
Date	Action	Description	Revenues	Expenditures	Transfers from GF	Net Surplus
06/28/2023	Reso 2023-089	Adopted Budget	24,265,232	(24,076,998)	-	\$ 188,234
11/29/2023	Reso 2023-128	Engineering Survey Services		(100,000)		88,234
04/10/2024	Reso 2024-030	West Coast Arborist		(9,600)		78,634
04/10/2024	Reso 2024-031	Handyman Services		(50,000)		28,634
04/10/2024	Reso 2024-033	Elevator Maintenance Services		(2,500)		26,134
04/24/2024	Reso 2024-037	Trash Abatement Services		(15,600)		10,534
07/10/2024	Reso 2024-059	FY25 Budget Update	745,000	(694,435)		61,099
10/09/2024	Reso 2024-102	Air Purifiers For South Bay Cst Comm		(10,000)		51,099
02/26/2025	Reso 2025-008	Fire-Rated Door System Upgrades		(8,620)		42,479
03/26/2025	Reso 2025-023	Mid-Year Budget Adjustments	937,091	(318,073)	(289,054)	372,443
						372,443
General Fund - Measure S						
Date	Action	Description	Revenues	Expenditures	Transfers from GF	Net Surplus
06/28/2023	Reso 2023-089	Adopted Budget	4,488,000	(390,000)	(1,046,400)	\$ 3,051,600
07/10/2024	Reso 2024-059	FY25 Budget Update	200,000	(1,313,000)		1,938,600
10/23/2024	Reso 2024-101	EV for Parks and Rec Department		(13,271)		1,925,329
10/23/2024	Reso 2024-105	Highland Median Planting Project		(23,000)		1,902,329
03/26/2025	Reso 2025-023	Mid-Year Budget Adjustments	100,000	(25,000)		1,977,329
						1,977,329
Combined General Fund Net Surplus						\$ 2,349,772

COUNCIL ACTION:

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT: N/A

WORK PLAN: N/A

OPTIONS:

- Receive the report.
- Do not accept the report and require further revisions.

CITY STAFF RECOMMENDATION:

Staff recommends that the City Council receive the quarterly report listing changes made to the FY 2025 General Fund Adopted Budget.



Alyssa Muto, City Manager



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: April 23, 2025
ORIGINATING DEPT: Engineering Department - Dan Goldberg, City Engineer
SUBJECT: **City Council Consideration of Resolution 2025-030 Awarding a Construction Contract for the Solana Beach Fire Station Emergency Generator Replacement**

BACKGROUND:

The Solana Beach Fire Station was originally opened in 1991. As part of the construction of the Fire Station, an emergency stand-by generator was installed. Although the generator is still operational, it is nearing the end of its service life and requires frequent maintenance to remain operational.

The construction documents were prepared to meet current code and standards. The project was advertised for construction bids in early February 2025. The City received four construction bids for the Fire Station Emergency Stand-by Generator Replacement Project, Bid No. 2025-04. The bids were opened by the City Clerk on March 27, 2025.

This item is before the City Council to consider Resolution 2025-030 (Attachment 1) to award a construction contract to the lowest responsible and responsive bidder, Pacific Power Engineering Technology Inc., for the replacement of the Fire Station emergency stand-by generator.

DISCUSSION:

Construction documents for the Fire Station Emergency Stand-by Generator Replacement, Bid No. 2025-04, were prepared and the project was advertised for construction bids. On March 27, 2025, four bids for Bid No. 2025-04 were received and publicly opened by the City Clerk. The bid results are listed below.

COUNCIL ACTION:

Bid Results

Contractors	Base Bid
Titans Group Corporation (non-responsive)	\$222,895
Pacific Power Engineering Technology, Inc.	\$243,000
Ace Electric, Inc.	\$285,000
Jennette Company, Inc.	\$330,000

At the time of bid opening on March 27, 2025, Titans Group Corporation did not possess an acceptable contractor license classification as specified in the Bid Documents. Staff considers the bid submitted by Titans Group Corporation to be considered non-responsive and should be rejected.

The lowest responsive bid submitted by Pacific Power Engineering Technology Inc. was found to be complete and responsive to the bid specifications. Prior work references were checked and found to be satisfactory, and Pacific Power Engineering Technology Inc. has a valid contractor's license. Staff is recommending that Pacific Power Engineering Technology Inc. be awarded the construction contract. The contract duration is 300 working days (approximately 60 weeks or 14 months). The contract duration is exceptionally long due to the long lead time required to obtain a new generator. At the time the project was advertised for construction bids, it was expected that delivery of a new generator would take approximately one year after being ordered. After bids were opened, Staff checked with Pacific Power Engineering Technology, Inc. about the lead time for delivery of a new generator and was told the current lead time is approximately 16 to 20 weeks. If that holds true, it is possible the project could be completed in seven to eight months instead of 14 months. The project specifications were written so that the existing emergency stand-by generator is to remain operational and serving the needs of the Fire Station until the new emergency stand-by generator is put into service.

Staff is also recommending a construction contingency of \$30,000 (approximately 12%) to cover unexpected changes or site conditions encountered during construction. Since the lead time to obtain the emergency generator is approximately one year, it is expected that this project will not be completed until sometime in 2026.

CEQA COMPLIANCE STATEMENT:

All work is to be performed within the existing footprint of the Fire Station building and parking lot and therefore the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(d) of the State CEQA Guidelines.

FISCAL IMPACT:

The anticipated project costs are listed below.

Item	Amount
Construction Contract – Pacific Power Engineering Technology Inc.	\$243,000
Construction Contingency (12%)	\$30,000
Total	\$273,000

The Capital Improvement Plan (CIP) budget includes \$250,000 for the replacement of the Fire Station Emergency Stand-by Generator Replacement, which includes \$18,000 used for the redesign by Coffman Engineers, Inc. This results in a shortfall of \$41,000. Staff is requesting additional appropriation of \$41,000 from the Capital Projects Fund – Unreserved Fund Balance to cover the shortfall. Final Project cost will be reported to the City Council after the completion of the construction period as part of filing the Notice of Completion.

WORK PLAN:

This project is consistent with Item B.11 (Replacement of Emergency Generator at Fire Station) of the Community Character Priorities of the FY 2024/25 Work Plan.

OPTIONS:

- Adopt Staff recommendations and award construction contract.
- Postpone contract award and provide direction to Staff.
- Reject construction bids and provide alternative direction to Staff.

CITY STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2025-030:

1. Awarding a construction contract to Pacific Power Engineering Technology Inc. in the amount of \$243,000 for the Fire Station Emergency Stand-by Generator Replacement, Bid No. 2025-04.
2. Approving an amount of \$30,000 for construction contingency.
3. Authorizing the City Manager to execute the construction contract on behalf of the City.
4. Authorizing the City Manager to approve cumulative change orders up to the construction contingency amount.
5. Appropriating \$41,000 from Capital Projects Fund – Unreserved Fund Balance to the Fire Station Emergency Generator Replacement project account.

6. Authorizing the City Treasurer to amend the FY 2024/25 Adopted Budget accordingly.



Ayssa Muto, City Manager

Attachments:

1. Resolution 2025-030

RESOLUTION 2025-030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AWARDING A CONSTRUCTION CONTRACT TO PACIFIC POWER ENGINEERING TECHNOLOGY INC FOR THE SOLANA BEACH FIRE STATION EMERGENCY GENERATOR REPLACEMENT

WHEREAS, the Solana Beach Fire Station was originally opened in 1991. As part of the construction of the Fire Station, an emergency stand-by generator was installed. Although the generator is still operational, it is nearing the end of its service life and requires frequent maintenance to remain operational; and

WHEREAS, construction documents for the Fire Station Emergency Stand-by Generator Replacement, Bid No. 2025-04, were drafted to meet current code and standards. The project was advertised for construction bids in early February 2025. On March 27, 2025, four bids for the Bid No. 2025-04 were received and publicly opened by the City Clerk. At that time, it was determined that Pacific Power Engineering Technology Inc was the apparent low bidder with a construction estimate of \$243,000; and

WHEREAS, Staff recommends a construction contingency of approximately 12%, in the amount of \$30,000, for unanticipated extra work.

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 awards the construction contract to the lowest, responsive bid submitted by Pacific Power Engineering Technology Inc., in the amount of \$243,000, for the Solana Beach Fire Station Emergency Generator Replacement, Bid No. 2025-04.
3. That the City Council approves an amount of \$30,000 for construction contingency.
4. That the City Council authorizes the City Manager to execute the construction contract on behalf of the City.
5. That the City Council authorizes the City Manager to approve cumulative change orders up to the construction contingency amount.
6. That the City Council appropriates \$41,000 from Capital Projects Fund – Unreserved Fund Balance to the Fire Station Emergency Generator Replacement project account.

7. That the City Council authorizes the City Treasurer to amend the FY 2024/25 Adopted Budget accordingly.

PASSED AND ADOPTED this 23rd day of April 2025, at a regular meeting of the City Council of the City of Solana Beach, California by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: April 23, 2025
ORIGINATING DEPT: City Clerk / Information Technology / Finance Departments
SUBJECT: Replacement of Office Equipment Leases

BACKGROUND:

The purpose of this report is to address replacements for three pieces of office equipment which are at the end of their 60-month lease. This equipment provides for the main copying/scanning/printing operations throughout City Hall. Xerox has been a preferred vendor for these multifunction printers due to their service response, productivity, user functionality, and the ability to utilize pricing/bidding which is pre-negotiated through a State/local TCPN/NIAP cooperative agreement.

This office equipment services approximately 37 Staff at City Hall and approximately 5-7 off-site Staff (parks and recreation, public works and marine safety) who utilize City Hall for these services. This equipment is a critical function of Staff's workload as it provides efficiency in the way of producing electronic documents, copying/printing documents, and managing records. All three machines are the same model, with one machine having a ZFold feature added. They all copy/print/scan in black/white and color.

Three Xerox copier/printer/scanner machine's locations are noted below:

Copier Location	Use/Purpose
City Hall - 1st Floor City Clerk Copy Room	Copying/printing/scanning is used regularly by the City Clerk's department as well as other departments from the 1st floor and personnel from other locations, Fire, Recreation, and Marine Safety.
City Hall - 1st Floor Engineering/Planning Copy Room	This machine has the added ZFold feature. This machine is used for major projects including the Council meeting Agenda packets. This machine is used primarily by the 1st floor but used by various Staff for large production jobs due to the workspace available in this area.
City Hall - 2 nd Floor Finance Copy Room	This machine is used by the 2nd floor (Finance, City Manager, IT, Community Services, Council).

CITY COUNCIL ACTION:

DISCUSSION:

The process of selecting office equipment includes assessing equipment quality and performance, service response and effectiveness, usability, and overall functionality. To date, Staff's experience with office equipment that meets the City's operational needs best has been with Xerox Corp., which has provided the most comprehensive performance of consistency and reliability in functionality and service. While alternative third-party brokers may offer lower upfront costs on different equipment models, the City's priority is selecting office equipment that provides long-term reliability, efficient service response, and operational consistency. Staff's experience with Xerox has demonstrated that working directly with the manufacturer ensures faster support response, direct warranty protections, and consistent performance that meets the City's operational needs without disruption. Therefore, Staff's recommendation is to continue this relationship with Xerox.

The cost of the current and the proposed leases (Attachment 2) utilized an estimate of the average number of copies per month based on the last 12 months, provided by Xerox. Costs are estimates due to the cost of the copy, which is per page. Xerox charges a lease for each machine and then the City is charged for each copy made. The proposed equipment replacements will come with a slight decrease in color charges and no change in black/white charges. The proposed machine for all three locations is the Xerox C9265. Overall estimated costs are reduced by \$29.70 per month, based on the last 12 months of copies. The need for copies and printing has continued to go down over time with the increased use of electronic files and that scanning has increased over time, thereby preserving paper as much as possible. The table below is the estimated proposed costs per month for the three machines. Based on the estimated costs, the total cost over 60 months is approximately \$107,018.

PROPOSED							
Machine	Serial Number	Term	Lease	AMPV	Meter Charge	Print Charge	Total
XEROX C9265 (BR Booklet maker Finisher, BR ZC Fold, Integrated Fiery)							
		60	\$ 316.99				\$ 327.09
	EFI Controller		\$ 181.15				\$ 183.75
	Color Std:			1,398	.0456	\$ 63.75	\$ 63.75
	Black:			3,469	.0085	\$ 29.49	\$ 29.49
XEROX C9265 (BR Booklet maker Finisher, Integrated Fiery)							
		60	\$ 264.35				\$ 269.60
	EFI Controller		\$ 181.15				\$ 183.55
	Color Std:			2,416	.0456	\$ 110.17	\$ 110.17
	Black:			2,156	.0085	\$ 18.33	\$ 18.33
XEROX C9265 (BR Booklet maker Finisher, Integrated Fiery)							
		60	\$ 264.35				\$ 269.07
	EFI Controller		\$ 181.15				\$ 183.75
	Color Std:			3,414	.0456	\$ 155.68	\$ 155.68
	Black:			2,009	.0085	\$ 17.08	\$ 17.08
Total			\$ 1,389.14			\$ 394.49	\$ 1,783.63

For all three-replacement recommendations, the change in models will have an insignificant effect on users since the familiarity with similar Xerox models will minimize the need for training and streamline the transition. These models will mirror current

functions, add some features at no additional cost, and greatly enhance color capability due to the change in technology over the last 5 years.

Approved Bidder Lists

Xerox is currently an approved contractor on The Cooperative Purchasing Network (TCPN) and OMNIA Partners, Public Sector, therefore it is within the City's capacity to take advantage of replacement machines through this vendor without going through formal bidding practices consistent with Solana Beach Municipal Code section 3.08.130(C). These programs enable the City to receive the best pricing available to local government agencies and avoid hidden fees, utilize standardized contract templates, as well as minimize pricing, compliance, and supplier inefficiencies.

Therefore, Staff recommends entering into a new contract for 60 months for the leasing of necessary equipment from Xerox as it offers the best combination of features, capability, and overall value in product and service as well as an all-in-one solution.

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

FISCAL IMPACT:

Funds for the lease and copy charges are paid from the Support Services budget unit under the Finance Department. The Xerox Primelink C9265 recommended for City Hall's three locations is estimated at \$107,018 over a 60-months lease for all three machines based on the set lease price and estimating copy/prints.

WORK PLAN: N/A

OPTIONS:

- Approve Staff recommendation.
- Deny Staff recommendation
- Provide Staff additional direction.

CITY STAFF RECOMMENDATION:

Staff recommend that the City Council:

1. Adopt Resolution 2025-033 authorizing the City Manager to enter into an agreement with Xerox Corp. for the replacement of three multi-functional copier/printer/scanner machines.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Alyssa Muto, City Manager

Attachments:

1. Resolution 2025-033
2. Xerox Proposal with Equipment Cost

RESOLUTION 2025-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER A CONTRACT FOR XEROX C9265XLS MULTIFUNCTIONAL COPIER/PRINTER/SCANNER MACHINES

WHEREAS, three multifunctional copy machines (Xerox C9070, C9065s) will conclude their 60-month lease on April 28th; and

WHEREAS, Xerox has continued to perform well in product and maintenance services; and

WHEREAS, the proposed new equipment, three Xerox Primelink C9265XLS machines, will all result in high copy/print/scan quality and operational efficiency; and

WHEREAS, that Xerox Corp. is the current vendor and on the Cooperative Purchasing Network (TCPN) and OMNIA Partners, Public Sector, which allows the City to follow suit of the State in qualifying vendors without bidding consistent with Solana Beach Municipal Code section 03.08.130(C).

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

1. The above recitations are true and correct.

2. That the City Manager is authorized to enter into a contract with Xerox for a three 60-month leases for Xerox Primelink C9265XLS machines at a cost of \$463.05 each per month, plus copies.

PASSED AND ADOPTED this 23rd day of April 2025, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

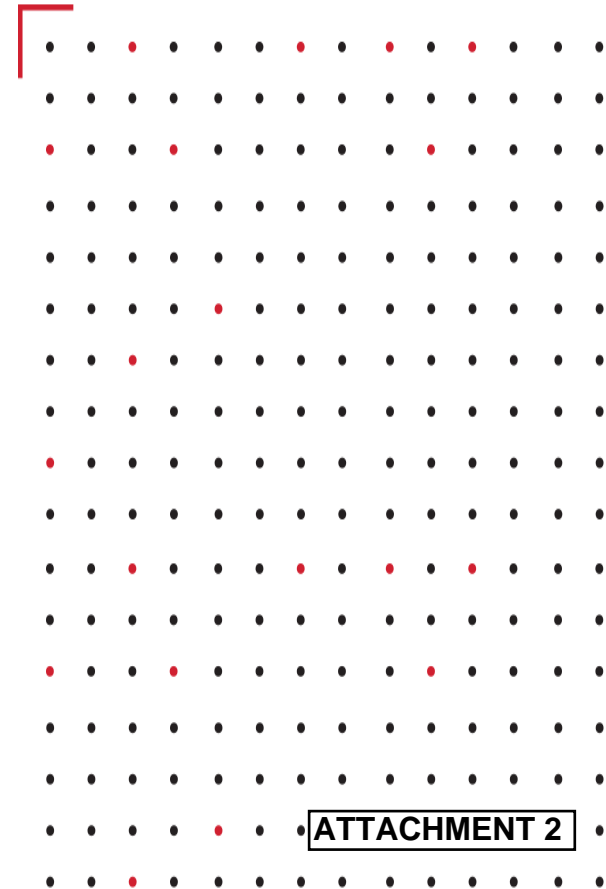
ANGELA IVEY, City Clerk

xerox™ Business Solutions

City of Solana Beach



Presented by: Luke Brust
Date: 03/13/2025



ATTACHMENT 2

Current State

Current Cost of Operation

CURRENT COST							
Average Monthly Volume							
Machine	Serial Number	Term	Lease	AMPV	Meter Charge	Print Charge	Total
XEROX C9070	DQP134817	58 OF 60	\$ 507.45				\$ 507.45
EFI Controller	GZG691969		\$ 123.07				\$ 123.07
Color Std:				1,398	.0486	\$ 67.94	\$ 67.94
Black:				3,469	.0085	\$ 29.49	\$ 29.49
XEROX C9065	DQP134828	58 OF 60	\$ 276.80				\$ 276.80
EFI Controller	GZG691970		\$ 114.00				\$ 114.00
Color Std:				2,416	.0486	\$ 117.42	\$ 117.42
Black:				2,156	.0085	\$ 18.33	\$ 18.33
XEROX C9065	DQP134787	58 OF 60	\$ 252.14				\$ 252.14
EFI Controller	GZG691960		\$ 123.07				\$ 123.07
Color Std:				3,414	.0486	\$ 165.92	\$ 165.92
Black:				2,009	.0085	\$ 17.08	\$ 17.08
Total			\$ 1,396.53			\$ 416.17	\$ 1,812.70

Proposed Solution

Xerox PrimeLink® C9265 Printer

The Xerox® PrimeLink C9265 Color Printer delivers stunning color image quality at a highly productive 65 ppm



Proposed Solution

Xerox PrimeLink® C9265 Printer



- The latest LED Array Technology for the outstanding color fidelity and quality using HD EA toner; +/- .5mm registration and 2400 x 2400 dpi.
- Simple, efficient and secure workflows and easy-to-use large 10 in. slim ultra touch color UI screen.
- Bypass/MSI Tray (Tray 5) runs up to 250 sheets (4x6 in. / 100 mm x 152 mm through 13x19.2 in./330mm x 488mm); 60 to 400 gsm weight. Additionally, Extra Long Sheet (XLS) up to 13x51 in. / 330 mm x 1300 mm; 60 to 220 gsm weight.
- 4 Internal Trays Standard including a 12x18in. / SRA3 tray.
- Internal (Standard) Tray media capacity up to 3,500 sheets (based on 75 gsm paper). With the optional 2-Tray Oversized High-Capacity Feeder max. capacity 7500 sheets.
- Single Pass Duplex Automatic Document Feeder has 250 sheet capacity, scans up to 270 ipm and accepts originals up to 11x17in. / A3, 60 gsm to 200 gsm
- Auto Duplex printing up to 300 gsm on all standard 4 internal trays and Tray 5 (Bypass/MSI) can auto duplex up to 350 gsm
- Benchmark industry security that comes standard with all speeds/models.
- SIQA – Simple Image Quality Adjustment
 - Image Transfer Adjustment: This process corrects for uneven toner and color shift for specific stocks and can be selected for any tray when printing on those stocks.
 - Alignment (Auto Alignment Adjustment): This procedure generates an individual alignment profile for each stock and tray combination. These profiles ensure correct placement of images on the media.
 - Density Uniformity: This procedure ensures that ink is deposited uniformly and consistently across the entire surface of a page for each print.

Proposed Solution

Xerox PrimeLink® C9265 Printer



Business Ready Booklet Maker Finisher 2.0

- Offsetting
- 2/3, 2/4 hole punching (US, Europe)
- Top Tray: 500 Sheets, Stacker Tray: 1,500 sheets
- Staple 50 sheets – front, rear, dual, four-position
- Saddle-stitch stapling
- V-folding, dual staple heads
- 16 sheets stapled / folded, 20 sets



C/Z Folder (proposed on 1 unit)

Choose from C-, Z-, bi-, and Engineering Z-fold options. You'll save time and enhance productivity with our folding options when you are producing statements, bills and invoices for mailing. Finished, tri-folded documents are envelope- or envelope- and postage ready right out of the finisher.

- C-fold and Z-fold of 8.5" x 11" (A4)
- Print on inside or outside of folded paper
- Folds 11" x 17" (A3) Z-fold for insertion into 8.5" x 11" (A4) document sets
- 40-50 sheet capacity depending on the paper

Proposed Solution

Xerox PrimeLink® C9265 Printer



Xerox EX-I C9200 Series Print Server Powered by Fiery®

Now on FS600 Fiery Platform

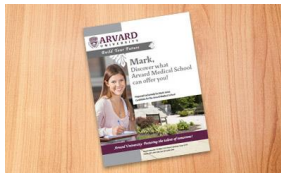
- Ideal for lighter production environments with the power you need to print large, complex Microsoft® Office documents and color-critical PDFs accurately and quickly.
- Get accurate spot colors from all applications – even Microsoft Office – with Fiery TrueBrand and Fiery Spot-On™
- Fiery Hot Folders/Virtual Printers automate job submission and eliminate repetitive workflows.
- Personalized printing with Fiery FreeForm™ Create, a built-in, free variable data creation application.
- Create finished booklets quickly and easily using Fiery VUE
- Easy printing in an enterprise environment with compliance with the Mopria® Print Service and native support for Microsoft® Universal Print
- Includes Fiery Compose for managing tabs, specifying media selections, and applying last-minute edits

Popular Print Applications

Xerox PrimeLink® C9265 Printer



Booklets / Brochures / Catalogs



Reports/Newsletters



Postcards/Business Cards



Specialty Synthetic Media - Signs and Labels



Calendars

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C9265XLS	\$316.99	1: Color Impressions	All Prints	\$0.0456	<ul style="list-style-type: none"> - Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Black and White Impressions	All Prints	\$0.0085	
2. INTGFIERY	\$181.15	N/A	N/A	N/A	<ul style="list-style-type: none"> - Full Service Maintenance Included - Pricing Fixed for Term
3. C9265XLS	\$264.35	1: Color Impressions	All Prints	\$0.0456	<ul style="list-style-type: none"> - Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Black and White Impressions	All Prints	\$0.0085	
4. INTGFIERY	\$181.15	N/A	N/A	N/A	<ul style="list-style-type: none"> - Full Service Maintenance Included - Pricing Fixed for Term
5. C9265XLS	\$264.35	1: Color Impressions	All Prints	\$0.0456	<ul style="list-style-type: none"> - Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Black and White Impressions	All Prints	\$0.0085	
6. INTGFIERY	\$181.15	N/A	N/A	N/A	<ul style="list-style-type: none"> - Full Service Maintenance Included - Pricing Fixed for Term
Total	\$1,389.14	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



Customer: CITY OF SOLANA BEACH

BillTo: CITY OF SOLANA BEACH
 635 S HIGHWAY 101
 SOLANA BEACH, CA 92075-2297
 Tax ID#: .
 State or Local Government Negotiated Contract : 072816000

Install: SOLANA BEACH CITY OF
 232298
 635 S HIGHWAY 101
 SOLANA BEACH, CA 92075-2297

Solution					
Item	Product Description	Agreement Information		Trade Information	Requested Install Date
1.	C9265XLS (PRIMELINK C9265XLS) - Br Booklet Finisher - Br C/z Folder - Customer Ed - Analyst Services	Lease Term:	60 months	- Xerox C9070 S/N DQP134817 Trade-In as of Payment 60	4/4/2025
2.	INTGRIERY (FIERY INTEGRATED DFE) - Customer Ed - Analyst Services	Lease Term:	60 months	- Xerox C9065/70 ENTRY EFI S/N GZG691969 Trade-In as of Payment 60	4/4/2025
3.	C9265XLS (PRIMELINK C9265XLS) - Br Booklet Finisher - Customer Ed - Analyst Services	Lease Term:	60 months	- Xerox C9065 S/N DQP134828 Trade-In as of Payment 60	4/4/2025
4.	INTGRIERY (FIERY INTEGRATED DFE) - Customer Ed - Analyst Services	Lease Term:	60 months	- Xerox C9065/70 ENTRY EFI S/N GZG691970 Trade-In as of Payment 60	4/4/2025
5.	C9265XLS (PRIMELINK C9265XLS) - Br Booklet Finisher - Customer Ed - Analyst Services	Lease Term:	60 months	- Xerox C9065 S/N DQP134787 Trade-In as of Payment 60	4/4/2025
6.	INTGRIERY (FIERY INTEGRATED DFE) - Customer Ed - Analyst Services	Lease Term:	60 months	- Xerox C9065/70 ENTRY EFI S/N GZG691960 Trade-In as of Payment 60	4/4/2025

Proposed State

Proposed Cost of Operation

PROPOSED							
Machine	Serial Number	Term	Lease	AMPV	Meter Charge	Print Charge	Total
XEROX C9265 (BR Booklet maker Finisher, BR ZC Fold, Integrated Fiery)		60	\$ 316.99				\$ 327.09
EFI Controller			\$ 181.15				\$ 183.75
Color Std:				1,398	.0456	\$ 63.75	\$ 63.75
Black:				3,469	.0085	\$ 29.49	\$ 29.49
XEROX C9265 (BR Booklet maker Finisher, Integrated Fiery)		60	\$ 264.35				\$ 269.60
EFI Controller			\$ 181.15				\$ 183.55
Color Std:				2,416	.0456	\$ 110.17	\$ 110.17
Black:				2,156	.0085	\$ 18.33	\$ 18.33
XEROX C9265 (BR Booklet maker Finisher, Integrated Fiery)		60	\$ 264.35				\$ 269.07
EFI Controller			\$ 181.15				\$ 183.75
Color Std:				3,414	.0456	\$ 155.68	\$ 155.68
Black:				2,009	.0085	\$ 17.08	\$ 17.08
Total			\$ 1,389.14			\$ 394.49	\$ 1,783.63

XEROX OMNIA PRICING



OMNIA PARTNERS, PUBLIC SECTOR IS PROUD TO PARTNER WITH XEROX



OMNIA PARTNERS, PUBLIC SECTOR

Shaping the future of procurement through power, access and trust. OMNIA Partners, Public Sector (subsidiaries National IPA & US Communities) is the largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Its immense purchasing power and world-class suppliers have produced an extensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide.

XEROX CORPORATION

Xerox offers award winning technology and advanced document management services in partnership with OMNIA Partners, Public Sector. When technology and document management services are leveraged to their fullest, assets and operations are optimized, document-driven business processes are streamlined, security risks will be mitigated, and savings and productivity will increase.

OMNIA[®]
PARTNERS

Region 4 Education Service Center has competitively solicited and awarded **TWO** cooperative contracts to Xerox. Available through OMNIA Partners, Public Sector (subsidiaries National IPA & US Communities), contracts #R171406 and #R191104 offer broad portfolios of Managed Print Services and Copiers & Printers in cost effective solutions that will improve productivity.

Copiers and Printers Contract

Competitively solicited and publicly awarded by: Region 4 Education Service Center

Contract #: R191104

Contract Term: June 1, 2020 - May 31, 2025

- A product portfolio inclusive of an award-winning array of print and copy devices
- Xerox® ConnectKey® enabled multifunction printers
- Nationally leveraged pricing for Xerox® products
- Purchase and Flexible lease programs

Managed Print Solutions

Competitively solicited and publicly awarded by: Region 4 Education Service Center

Contract #: R171406

Contract Term: March 1, 2018 - February 28, 2022

- Xerox® DocuShare®
- Xerox® Print Management and Mobility Suite
- The Xerox® Print Awareness Tool
- Xerox® Workflow Automation Solutions
- Document Scanning Services
- Professional Services
- Business Process Improvement Consulting Service

omniapartners.com/publicsector • 866.875.3299 • info@omniapartners.com

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xerox

xerox™ Business Solutions

XEROX TCPN/NIAP

TCPN (The Cooperative Purchasing Network): This is a cooperative purchasing program that allows public sector entities to leverage competitively solicited contracts to purchase goods and services. Xerox offers its technology and document management services through such cooperative contracts, making it easier for educational institutions and government entities to access their products

NIAP (National Information Assurance Partnership): This partnership focuses on the security evaluation of IT products. Xerox products, such as their multifunction devices, undergo rigorous security evaluations under the NIAP framework to ensure they meet high-security standards. This includes assessments of features like image overwrite security for copiers and printers.

Together, these agreements help ensure that Xerox products are both accessible through cooperative purchasing networks and meet stringent security requirements. If you have any specific questions about these agreements or need more details, feel free to ask!

OMNIA Partners Cooperative Contracts: Xerox has established cooperative contracts through OMNIA Partners, simplifying the procurement process for public sector entities. Detailed information about these contracts, including documentation and benefits, is available on the

OMNIA Partners website: OMNIA PARTNERS Common Criteria (NIAP) Certification: Xerox's AltaLink devices have achieved Common Criteria Certification from the National Information Assurance Partnership (NIAP), ensuring they meet stringent security standards. You can find more details about this certification on Xerox's official website

Xerox Sustainability

Xerox Named Sustainability Leader for the Third Consecutive Year

Quocirca Sustainability Leaders, 2024

Xerox has retained its position as a Sustainability Leader in Quocirca's Sustainability Leaders report for the third consecutive year. Once again, Xerox has been rated as the strongest across the print industry for its completeness of offering which evaluates the breadth and depth of product portfolio, recycling programs, remanufacturing/refurbishment and sustainability services. This annual market assessment highlights how a multifaceted approach encompassing product improvements, innovative services and environmental transparency, has helped Xerox reinforce our leadership position in 2024.

The report recognizes that Xerox has built on our net-zero 2040 commitment, made significant progress in improving the environmental performance of our products with increased energy efficiency and use of recycled materials, and continues a commitment to innovation. Our Verified Carbon Neutrality Service, remanufacturing strategy, CareAR remote service capabilities, expertise in analytics and the broad portfolio of workflow automation solutions were all specifically recognized in the report as helping clients reduce their environmental footprint.

"Sustainability has been codified into Xerox's company values since it was founded. Xerox is strongly positioned to support organizations in creating and maintaining sustainable workplaces and the company offers a growing range of products and services designed to reduce environmental impact. It has a clear strategy to enhance its products with new environmental features and expand its services to focus on digital workflow automation using AI-powered solutions such as RPA and intelligent document processing (IDP)."

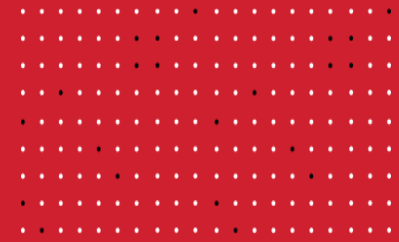
— Quocirca report 2024

In response to this report, Terry Antinora, senior vice president and head of product and engineering at Xerox said, "Xerox remains committed to leveraging technology and services to drive workplace efficiency while also helping clients improve their sustainability. Through innovations like our Verified Carbon Neutrality Service and CareAR, we've maintained our position as a leader in the complete offering of sustainability-led products, services and solutions."

- <https://www.xerox.com/en-us/about/ehs/pioneering-a-circular-economy>
- <https://www.xerox.com/en-us/about/ehs/chemicals-in-products>
- <https://youtu.be/wJMQPsPLbVM>

Executive Summary

- City of Solana Beach enters a new 60-Month Lease
- XDA reporting app to replace FM audit. Enhanced portal includes auto-ship all consumables and toner with option to place service and analyst calls through portal
- Latest OMNIA Certified Pricing
- The Xerox C9265 will open new streams of revenue being able to bring higher quality applications and match color with more constancy with the Fiery Print Controller
- A better hybrid printer compared to the 9070 for production printing and office printing/scanning
- Xerox will terminate your current lease and pick up and return current machines
- Xerox will deliver, install on network and clone workflows, and train all employees on new C9265's



ANY
QUESTIONS?



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: April 23, 2025
ORIGINATING DEPT: Engineering Department – Anda Wright, Associate Civil Engineer
SUBJECT: **City Council Consideration of Resolution 2025-032 Awarding a Construction Contract for Americans with Disability Act (ADA) Pedestrian Ramps**

BACKGROUND:

At the October 25, 2023, City Council (Council) meeting, the Council authorized a Community Development Block Grant (CDBG) funding application for Americans with Disabilities Act (ADA) pedestrian ramp improvements at various public street intersections. The County of San Diego approved funding for the Fiscal Year (FY) 2024/25 CDBG improvement project and issued a notice to proceed on November 22, 2024.

This item is before the Council to consider approving Resolution 2025-032 (Attachment 1) that would award a construction contract to the lowest responsible and responsive bidder, Savi Construction.

DISCUSSION:

Staff prepared the construction documents for the installation of six pedestrian ramps and advertised the project for competitive bidding. The pedestrian ramps are located at the intersections of Pacific/Ocean, Pacific/Solana Vista, Pacific/West Cliff, and Pacific/Hill.

On April 1, 2025, ten bids for ADA Pedestrian Ramps, Bid No. 2025-03, were received and publicly opened by the City Clerk. The bid results are listed on the table on the following page.

CITY COUNCIL ACTION:

Bid Results

Contractors	Base Bid
SAVI Construction	\$35,400.00
PAL General Engineering	\$39,000.00
Sael Construction Corporation	\$43,500.00
A.B. Hashmi	\$64,500.00
Montano Pipeline	\$71,250.00
Fordyce Construction	\$71,400.00
Blue Pacific Engineering	\$75,000.00
LC Paving & Sealing	\$75,804.00
Frank & Son Paving	\$79,999.80
Palm Engineering Construction	\$83,730.00

The lowest bid submitted by Savi Construction was found to be complete and responsive to the bid specifications. Staff checked work references and found that Savi Construction has successfully completed similar projects in other municipalities. Staff is recommending that Savi Construction be awarded the construction contract. The contract duration is 15 working days (three weeks). Staff anticipates the project to be completed in June 2025.

CEQA COMPLIANCE STATEMENT:

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

FISCAL IMPACT:

In addition to the \$35,400 contract amount, Staff is recommending a construction contingency of \$5,310 (15%) for unforeseen conditions and unanticipated changes, for a total construction budget of \$40,710 to be charged to CDBG-CIP Construction account 2406510-66610. The City received County approval for \$52,132 in CDBG funds for FY 2024/25. The Capital Improvement Plan had appropriated \$52,132 in CDBG funds for FY 2024/25. No additional appropriation is necessary. Unused CDBG funds will be reallocated to a future year.

WORK PLAN:

This project is not identified in the FY 2024/25 Work Plan.

OPTIONS:


- Adopt Staff recommendations and award construction contract.

- Postpone contract award and provide direction to Staff.
- Reject construction bids and provide alternative direction to Staff.

CITY STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2025-032:

1. Awarding a construction contract to Savi Construction in the amount of \$35,400 for the ADA Pedestrian Ramps, Bid No. 2025-03.
2. Approving an amount of \$5,310 for construction contingency.
3. Authorizing the City Manager to execute the construction contract on behalf of the City.
4. Authorizing the City Manager to approve cumulative change orders up to the construction contingency amount.



Alyssa Muto, City Manager

Attachments:

1. Resolution 2025-032

RESOLUTION 2025-032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AWARDING A CONSTRUCTION CONTRACT TO SAVI CONSTRUCTION FOR AMERICANS WITH DISABILITIES ACT PEDESTRIAN RAMPS

WHEREAS, on October 25, 2023, the City Council authorized a Community Development Block Grant (CDBG) application for Americans with Disabilities Act pedestrian ramp improvements; and

WHEREAS, the City of Solana Beach has received approval from the County of San Diego Department of Housing and Community Development for a CDBG improvement project in the amount of \$52,132; and

WHEREAS, on April 1, 2025, ten bids for ADA Pedestrian Ramps, Bid No. 2025-03, were received and publicly opened by the City Clerk; and

WHEREAS, Savi Construction was the lowest responsible bidder with a construction estimate of \$35,400, and Savi Construction's bid was complete and responsive to the bid specifications; and

WHEREAS, Staff recommends a 15% construction contingency of \$5,310 for unforeseen changes.

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 awards the construction contract to Savi Construction in the amount of \$35,400, for the ADA Pedestrian Ramps, Bid No. 2025-03.
3. That the City Council approves an amount of \$5,310 for construction contingency.
4. That the City Council authorizes the City Manager to execute the construction contract on behalf of the City.
5. That the City Council authorizes the City Manager to approve cumulative change orders up to the construction contingency amount.

PASSED AND ADOPTED this 23rd day of April 2025 at a regular meeting of the City Council of the City of Solana Beach, California by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: April 23, 2025
ORIGINATING DEPT: Public Works/Engineering Department – Luis Carrillo, Deputy Director of Public Works
SUBJECT: **City Council Consideration of Amending the Professional Services Agreement with Nissho of California, Inc., for Landscape Maintenance Services**

BACKGROUND:

At the regular City Council meeting on May 24, 2023, the Council adopted Resolution 2023-047, authorizing the City Manager to execute a Professional Services Agreement (Attachment 3) with Nissho of California, Inc., (Nissho) for City-wide landscape maintenance services, as well as as-needed services at various City sites, for a total not-to-exceed amount of \$388,652.84.

This item is before the City Council for consideration of Resolution 2025-034 (Attachment 1) to authorize the City Manager to execute Amendment No.3 (Attachment 4) to the Professional Services Agreement (PSA) with Nissho, the City’s current service provider, for the maintenance of the newly constructed Highland Medians, in the amount of \$3,554 per fiscal year, and the one-time planting of a Torrey Pine on the south end of the Coastal Rail Trail, in the amount of \$14,000.

DISCUSSION:

Nissho has provided city-wide landscape maintenance since 2013, covering City parks, playgrounds, facilities, and public rights-of-way. They use eco-friendly soil amendments, fertilizers, pesticides, and herbicides, along with efficient water management. Their team includes experts in landscaping and irrigation design, tree trimming, and horticulture, available to assist City Staff as needed.

<p>COUNCIL ACTION:</p> <hr/> <hr/>

Over the years, the City has added several new locations, each with unique characteristics and specific maintenance needs. Staff revised the current landscape maintenance agreement to include the newly constructed Highland Medians.

1. **New location, Highland Medians.** If approved, Nissho will maintain the Highland Medians, providing weed and litter removal, pruning, edging, plant replacement, mulching, and hand watering.

City Staff recommends adding \$3,554 annually to Nissho's PSA for this maintenance and a one-time addition of \$14,000 in Fiscal Year (FY) 2024/2025 for planting a Torrey Pine on the Coastal Rail Trail. This new Torrey Pine tree is a replacement for a Torrey Pine that fell over during a storm in February 2025.

If approved, this would increase the FY 2024/2025 not-to-exceed contract amount to \$406,206.84, with a not-to-exceed amount of \$392,206.84 in subsequent years.

The 36 sites that would be maintained as part of this contract are included with this report in Attachment 2.

CEQA COMPLIANCE STATEMENT:

The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(h) of the State CEQA Guidelines as maintenance of existing landscaping.

FISCAL IMPACT:

The agreement, including the expanded scope of work, is funded through the FY 2024/25 Operating Budgets in the Streets, Parks, Public Facilities, MID # 33, and Coastal Rail Trail. City Staff recommends adding \$3,554 to Nissho's PSA for Highland Medians maintenance from Street Maintenance account 1006530.65260 and \$14,000 for planting a Torrey Pine from Park Maintenance account 1006560.65260 as detailed below.

Proposed Nissho Funding

City-wide Landscape Maintenance	\$388,652.84
Highland Medians Maintenance	\$3,554
Torrey Pine Planting for FY2024/25 only	\$14,000
Total for FY 2024/25	\$406,206.84
Total for Subsequent Years	\$392,206.84

This amendment increases Nissho's PSA by \$17,554, setting a FY 2024/2025 not-to-exceed amount of \$406,206.84. In the following years, the not-to-exceed amount will be \$392,206.84.

WORK PLAN:

The construction of the Highland Drive Median Project was included as a Priority Item in the Fiscal Year 2024/25 Work Plan.


OPTIONS:

- Adopt Staff recommendations.
- Reject Staff recommendation and provide direction.

CITY STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2025-034:

1. Authorizing the City Manager to execute an amendment to the Professional Services Agreement with Nissho of California, Inc., to include Highland Medians maintenance, and the one-time planting of a Torrey Pine, increasing the agreement by \$17,554, to a not-to-exceed amount of \$406,206.84 for FY 2024/2025 only. In subsequent years, the not-to-exceed amount will be \$392,206.84.
2. Authorizing the City Treasurer to amend the FY 2024/25 Adopted Budget accordingly.



Alyssa Muto, City Manager

Attachments:

1. Resolution 2025-034
2. List of landscape sites to be maintained
3. Professional Services Agreement
4. Amendment No. 3

RESOLUTION 2025-034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH NISSHO OF CALIFORNIA, INC., FOR LANDSCAPE MAINTENANCE SERVICES

WHEREAS, at the regular City Council meeting on May 24, 2023, the Council adopted Resolution 2023-047, authorizing the City Manager to execute a Professional Services Agreement with Nissho of California, Inc., for City-wide landscape maintenance services, as well as as-needed services at various City sites, for a total not-to-exceed amount of \$388,652.84; and

WHEREAS, Nissho has provided city-wide landscape maintenance since 2013, covering City parks, playgrounds, facilities, and public rights-of-way. They use eco-friendly soil amendments, fertilizers, pesticides, and herbicides, along with efficient water management. Their team includes experts in landscaping and irrigation design, tree trimming, and horticulture, available to assist City Staff as needed; and

WHEREAS, over the years, the City has added several new locations, each with unique characteristics and specific maintenance needs. Staff revised the current landscape maintenance agreement to include the newly constructed Highland Medians. Nissho will maintain the Highland Medians, providing weed and litter removal, pruning, edging, plant replacement, mulching, and hand watering; and

WHEREAS, City Staff recommends adding \$3,554 annually to Nissho's Professional Services Agreement for this maintenance and a one-time addition of \$14,000 in Fiscal Year 2024/2025 for planting a Torrey Pine. This brings the FY 2024/2025 not-to-exceed contract amount to \$406,206.84, with a not-to-exceed amount of \$392,206.84 in subsequent years; and

WHEREAS, the agreement, including the expanded scope of work, is funded through the FY 2024/25 Operating Budgets in the Streets, Parks, Public Facilities, MID # 33, and Coastal Rail Trail; and

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

1. That the foregoing recitations are true and correct.
2. That the City Council authorizes the City Manager to execute an amendment to the Professional Services Agreement with Nissho of California, Inc., to include Highland Medians maintenance, and the one-time planting of a Torrey Pine, increasing the agreement by \$17,554, to a not-to-exceed amount of

\$406,206.84 for FY 2024/2025 only. In subsequent years, the not-to-exceed amount will be \$392,206.84.

3. That the City Council authorizes the City Treasurer to amend the FY 2024/25 Adopted Budget accordingly.

PASSED AND ADOPTED this 23rd day of April 2025, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

LIST OF SITES

1. Tide Park Beach Access
2. Fletcher Cove Park
3. North Seascape Sur Public Beach Access
4. La Colonia Park and Stevens Lot Frontage Improvements
5. Plaza Street median and landscaping
6. North and south medians along Highway 101
7. City Hall
8. Fletcher Cove Community Center and Community Park Overlook
9. Southwest corner of Nardo and Stevens Avenue
10. Ivy Surrounding Retaining Walls on the West Side of the Nardo/Stevens intersection
11. Coastal Rail Trail from Via De La Valle to North City limits
12. Distillery Parking Lot
13. Landscape Areas Surrounding City's Public Works Yard, along Highland and Sun Valley
14. Medians on Lomas Santa Fe at Solana Hills, including 14 street palms on west side
15. Del Mar Shores Parking Lots (2)
16. Solana Beach & Tennis Club Parking Lot
17. Del Mar Shores Beach Access
18. Solana Beach Fire Station
19. Marine View right-of-way
20. Eden Gardens Pump Station
21. Pacific Avenue Overlook
22. Sun Valley Pocket Park
23. North City Limits Entrance Sign Area on Highway 101
24. El Viento/North Granados Pocket Park
25. Highway 101 West Side Improvements
26. Solana Hills Court slope
27. South Cedros and Via De La Valle parkways
28. San Andres Street medians
29. San Dieguito Park - planters and monuments; plus medians at Lomas Santa Fe/Highland intersection
30. Stevens Avenue median islands near Genevieve
31. Solana Hills Trail Head
32. Seascape Parking Lot
33. Interstate 5, all four corners
34. Pinion Sculpture near east side of Cliff Street Bridge
35. Median at Santa Helena/Sun Valley Intersection
36. Highland Medians

Contract Documents

LANDSCAPE MAINTENANCE SERVICES

BID NO.: 2023-05

February 10, 2023



LANDSCAPE MAINTENANCE SERVICES

I. INSTRUCTIONS TO BIDDERS

1. Examination of Site and Contract Documents. The Bidder is required to examine carefully the site of work, proposal forms, plans, specifications, and special provisions for the work contemplated. The submission of a proposal shall be considered conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of all the above documents.

2. Contract Documents. The Notice Inviting Bids, Instructions to Bidders, Bidder's Proposal (Forms A-1 through A-5), Plans, Standard Specifications, Special Provisions, Standard Drawings, Agreement, and any other documents referenced in the Agreement shall constitute the contract. Said documents are complementary and intended to yield a complete and finished project. Anything shown or required of the Bidder, in any one or more of said documents, shall be as binding as if contained in all of said documents. The Bidder will not be allowed to take advantage of any error, discrepancy or omission in any document, but shall promptly report to the City Engineer in writing any such matter discovered. The City Engineer will then decide what corrective action is needed and his decisions shall be final.

3. Addenda. Any addenda issued during the time of bidding, forming a part of the documents, shall be covered in the Bidder's Proposal and shall be made a part of the contract.

4. Contractor's License. No bid will be accepted from a Bidder who has not been licensed in accordance with the provisions of Chapter 9, Division III, of Business and Professions Code of the State of California. In addition, Bidders must comply with California Labor Code Section 1771.1(a) written as follows:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

5. Bid Proposal Forms and Submittal.

a. The Bidder's Proposal shall be submitted on the attached Proposal Forms A-1 through A-5. All blanks on the Bidder's Proposal forms must be filled in.

b. If the Bidder's Proposal is made by an individual, it shall be signed and his full name and post office address shall be given. If made by a co-partnership it shall be signed with the co-partnership name by one of the partners, who shall sign his own name and, in addition, the name and addresses of each partner shall be given. If made by a corporation, it shall be signed by two officers, attested by the corporate seal; the name of the state under the laws of which the corporation was incorporated shall be given; and names, titles, and addresses of all officers of the corporation shall be given.

c. The Bidder's Proposal (Form A-2 through A-5) shall be completed and signed by an individual clearly authorized to bind the Bidder. All addenda issued shall be acknowledged on the Proposal Form.

d. The Proposal Form (A-2) shall give the unit and total price. In the event the unit price and total amount for any items are not in agreement, the unit price shall govern and the total corrected thereto. In accordance with Section 6707 of the California Labor Code, for construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper, the Bidder shall specify as specific bid items, adequate sheeting, shoring and bracing or equivalent method, for the protection of life or limb, which shall conform to applicable safety orders.

e. The Subcontractor List (A-3) shall be prepared in accordance with Section 4104 of the California Public Contract Code describing the portion of work to be performed and providing the name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

f. The Certificate regarding Contractor's License (A-4) shall be prepared in acknowledgment of Section 7028.15 of the Business and Professions Code.

g. The Statement of Experience and Financial Condition (A-5) shall be completed with supporting documentation and signed by an individual clearly authorized to bind the Bidder.

h. The complete Bidder's Proposal including Proposal guarantee and surety supporting documentation shall be enclosed in a sealed envelope, endorsed with the Bidder's company name and address on the upper left corner. The name of the project, hour and date of bid opening (as shown in Notice Inviting Bids), and the words "Sealed Bid" shall be written on the sealed envelope.

i. Proposals not received and stamped "RECEIVED" prior to the hour and the date set forth in the Notice Inviting Bids shall be declared late and returned unopened to the Bidder. The Bidder shall have sole responsibility for timely delivery.

6. Proposal Guarantee. The Bidder's Proposal shall be accompanied by cash, certified check, cashier's check, or bidder's bond duly executed by an approved surety by the State of California, made payable to the City of Solana Beach, for an amount equal to at least ten percent of the amount of said Proposal. Any surety must be authorized to transact surety business in California and have assets that exceed its liabilities in an amount equal to, or in excess of, the amount of the bond.

If a bidder's bond is submitted with the Bidder's Proposal, the bidder shall also be required to submit the following documentation from the surety:

a. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.

Before the award of the Contract, the Contractor may also be required to submit the following documentation regarding the surety:

b. A copy of the certificate of authority of the insurer issued by the Insurance Commissioner. A certified copy may be requested before award of the contract.

c. A certificate from the county clerk of the county in which the court or officer is located attesting that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that the renewed authority has been granted.

d. A financial statement of the assets and liabilities of the insurer at the end of

the quarter calendar year prior to 30 days next preceding the date of the execution of the bond. The financial statement shall be made by an officer's certificate as defined in Section 173 of the Corporations Code. In the case of a foreign insurer, the financial statement may, instead of an officer's certificate, be verified by the oath of the principal officer or manager residing within the United States. No Bidder's Proposal shall be considered unless such guarantee and supporting documentation is enclosed therewith guaranteeing that the bidder will enter into the proposed contract if awarded.

7. Withdrawal of Proposals. Any proposal Bidder's Proposal may be withdrawn prior to the hour and date set forth in the Notice Inviting Bids, provided that a request in writing, executed by the Bidder or his duly authorized representative, for the withdrawal of such Proposal, is filed with City Clerk. The withdrawal of a proposal before the published deadline shall not prejudice the right of a Bidder to file a new proposal.

8. Rejection of Proposals. The Bidder's Proposal may be rejected if it shows any alterations of the forms, additions not called for, conditional or alternative bids uncalled for, incomplete Proposals, erasures, or irregularities of any kind; however, the Solana Beach City Council reserves the right to reject any and all Proposals and to waive any irregularities.

9. Disqualification of Bidder.

a. More than one Bidder's Proposal from an individual, a firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable ground for believing that any bidder is interested in more than one Bidder's Proposal for the work contemplated will cause the rejection of all Bidder's Proposals in which such bidder is interested.

b. If there is a reason for believing that collusion exists among the Bidders, none of the participants in such collusion will be considered in awarding of the contract.

c. Any Bidder's Proposal with obviously unbalanced bids or prices may be rejected.

d. A Bidder's Proposal may be rejected if the experience or financial background of the Bidder is inadequate or past performance has been unsatisfactory.

10. Return of Proposal Guarantees. Within 10 days after the award of the Contract, the City Clerk will return all the Proposal guarantees accompanying the Bidder's Proposals, which are not to be further considered in making the award. All other Proposal guarantees will be held until the contract has been finally executed, after which all Proposal guarantees, except those forfeited, will be returned to the respective Bidders.

11. Acceptance or Rejection of the Bidder's Proposal. The Solana Beach City Council reserves the right to accept or reject any or all Bidder's Proposals, or to waive any irregularities or informalities in the Proposals or in the Proposal process; and to make an award on the base proposal or on the basis of any combination of Proposal schedules to alternates listed in the Proposal which, in its opinion, serves the best interest of the City of Solana Beach.

12. Basis of Award. The Solana Beach City Council intends to award the contract to lowest responsible bidder based on the following components as more specifically set forth in the Scope of Services below:

a. Exhibit B- Fee Proposal

The City reserves the right to make one or more awards based on splitting the above components, to include or exclude any of the components from the Scope of Services according to the line item bids, or to award one contract based on the overall lowest price for the services that the City selects.

13. Americans with Disabilities Act. The contractor acknowledges its obligations under the Americans with Disabilities Act (ADA) in all regulations and practices pertaining thereto, including, but not limited to discrimination against qualified individuals with disabilities in employment, transportation, public accommodation, telecommunications, and in all activities, programs, and services of the contractor.

14. Minority/Women/Disabled Veteran Businesses. The City of Solana Beach strongly encourages the use of Minority/Women/Disabled Veteran Business Enterprises. The percentages of participation shall be documented and submitted to the City.

15. Labor Code Compliance.

a. In accordance with the California Labor Code, Contractor must pay not less than prevailing wage rates as determined by the Director of Industrial Relations for all work done under this Contract pursuant to the all applicable laws and regulations and as noticed in Attachment B, which obligations include, but are not limited to, the following:

- i. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR").
- ii. Contractor and all subcontractors listed in the Bidder's Proposal must be registered with the DIR pursuant to Labor Code Section 1725.5.
- iii. Contractor must furnish electronic certified payroll records (online) to the Labor Commissioner.

16. Unfair Business Practice Claims. In entering into a public works contract or a

subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

ATTACHMENTS

Exhibit C – Sample Agreement

Exhibit A- Scope of Work

Exhibit B- Fee Proposal

II. PROJECT INFORMATION:

The City of Solana Beach seeks to retain a qualified, licensed contractor to perform Landscape Maintenance Services as described in Exhibit A- Scope of Service below.

III. SCOPE OF SERVICES

A. Monthly Inspection and Maintenance Service.

- 1) Contractor shall provide all equipment, labor, materials and supervision required to provide monthly inspection and maintenance service to the following list: Exhibit B
- 2) The Contractor shall furnish all personnel, parts, materials, test equipment, tools and services in conformance with the terms and conditions as outlined below and in the Agreement.
- 3) Contractor shall carefully examine the sites of work. Submission of a Bid by the Contractor shall be considered evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, the character and quality of the work to be performed and materials to be furnished, and the requirements of all documents referred to in this RFB.

B. As-Needed Repairs and Component Replacement. Contractor shall provide as-needed repairs and install the components as necessary for the operation of the UNITS after receiving written authorization from the City to proceed with the repairs or installation. The City will pay the labor rates

for the installation as provided in the Bidder's Proposal. Material costs for components shall be as follows:

- (1) Component parts listed in the Proposal shall be provided at the cost listed in the Proposal;
- (2) Component parts not listed in the Proposal and valued under \$2,000 require no informal bidding and shall be reimbursed based on actual cost;
- (3) Component parts not listed in the Proposal and which have a value between \$2,000 and \$25,000 will require the Contractor to conduct an informal bid and the Contractor shall use the lowest bid after obtaining at least three bids or quotes for the component.
- (4) Component parts valued at over \$25,000 must be included in the Proposal shall be paid at the prices listed in the Bidder's Proposal.
- (5) Contractor may charge an administrative fee not exceeding X% for the provision of component parts for as-needed repair services.

C. UNIT Assessment. Contractor shall evaluate all the UNITS and provide the City with a report regarding the remaining service life of all UNITS within 30 days of notice to proceed and annually thereafter. The fee for this service shall be included in the price for monthly inspection and maintenance services.

D. Emergency Repair. Provide emergency service within sixty (60) minutes, seven (7) days per week, 365 days per year, twenty-four (24) hours per day. The Contractor will be required to demonstrate this ability when requested by City staff.

Contractor shall provide the City with an estimated time to perform any emergency repair and the City shall provide a written notice to proceed for any emergency work. Labor rates shall be rates provided in the Bidder's Proposal. Material cost for any component part replacement shall be the same as for non-emergency as-needed repairs as provided above.

E. Documentation and Reports

- 1) Contractor will provide the City with an annual written report at the end of each fiscal year of work completed, the condition of the UNITS and systems including the anticipated remaining service life of each UNIT or system.
- 2) Contractor shall provide the City with a report regarding the baseline

evaluation of UNITS with anticipated remaining service life within 30 days after contract award.

- 3) Within 30 days of performing, Contractor shall provide detailed information as to services performed and condition of each individual component in a service report. The Contractor shall inform the City Representative of any required repairs of any component items in the service report
- 4) Upon completion of any services under the Agreement, including monthly inspection and maintenance, as-needed and emergency services, Contractor shall submit a written service report or service ticket to and to be signed by City Representative within 72 hours. Contractor shall provide detailed information as to the services performed and condition of each individual component in the service report. The Contractor shall inform the City Representative of any required repairs of any component items in the service report.
- 5) Cost for these reports are included in the overall contract price.

F. Replacement and Installation of Replacement Units

Contractor shall provide all the labor, equipment (including equipment rentals) and materials to replace and install the following units:

IV. PERFORMANCE SPECIFICATIONS - SCHEDULED SERVICE

- A. These specifications are intended to cover all equipment, labor, materials, and supervision to be employed in the work called for in these specifications or reasonably implied by terms. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work shall be performed by Contractor as if described in the specifications.
- B. The preventive maintenance and inspection responsibility of the Contractor shall not be limited only to those major pieces of equipment as shown on the equipment list but shall also include all appurtenant devices and systems that are related to the UNITS.
- C. This specification covers the UNITS as listed herein, and in the event that the system is replaced, altered, modified, changed or if any equipment or component is added, then that portion shall be deemed automatically added to this specification.

CONTRACTOR SHALL

- 1) Within seven (7) days after the effective date of the contract, and annually thereafter, prepare and submit a one (1) year calendar to the City Representative, showing specific day/date/time and blocks for which service will be provided. The schedule is subject to pre-approval by the City Representative.
- 2) Notify the City Representative 48 hours prior to the scheduled day/date/time and blocks for which service cannot be provided to arrange an alternate date for performance.
- 3) Provide a monitored emergency telephone service and Contractor response program to insure all 24-hour emergency call-out situations are adequately addressed seven (7) days per week, 365 days per year. Contractor shall respond to all emergency requests within 60 minutes.
- 4) Contractor shall have on-call employees available with the technical abilities needed for all equipment serviced. Automatic telephone answering/recording machines, or home telephone numbers are not acceptable.
- 5) Failing to complete any material provision of the Agreement or multiple failures to provide service as scheduled shall be deemed a material breach of the Agreement and may be cause for terminating this contract as provided in the Agreement.
- 6) Failure of Contractor to complete any Service within the agreed upon time will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the Service, the Contractor shall pay to the City, or have withheld from monies due it, the sum of five hundred (\$500) dollars.

V. NON-SCHEDULED/AS-NEEDED AND EMERGENCY WORK

- A. At the City's request for additional services, the Contractor shall evaluate the request and provide the City with an estimate at no cost that lists the expected hours, materials and total job cost. City reserves the right to accept or refuse Contractor's offer. The hourly rates shall be at the rates listed in the Bidder's Proposal.
- B. Contractor shall proceed with work only after receipt of written authorization by the City Representative.

- C. Payment for all work outside the scope of monthly inspection and maintenance services begins when the technician reaches the facility and ends when the technician completes the required service work. No portal-to-portal pay or fuel surcharges will be invoiced as part of any work included in this contract or resulting repairs.

VI. GENERAL REQUIREMENTS

- A. These general requirements are included in the contract at no additional charge to the City.
- B. Contractor, as well as any Subcontractor associated with Contractor, shall possess and maintain a current City of Solana Beach business license.
- C. The Contractor shall possess a current Class C-27 Specialty License, Contractor's Class A License, Subcontractor shall possess those current contractor's licenses needed for the work performed under this contract.
- D. The Contractor is required to have a minimum of ten (10) years in business performing inspection, maintenance and repair services of the nature and scope required by the Agreement, which shall be demonstrated in the Bidder's Proposal.
- E. If the Contractor has performed services for the City previously, those services must have been performed to the City's satisfaction, in the City's sole discretion and judgment, for the Bidder's Proposal to be responsive to this RFB.
- F. Contractor shall maintain all equipment in good working order at all times. Contractor shall assure that all equipment is maintained in a satisfactory condition and capable of providing the designed capacity with required system performance and reliability.
- G. Contractor performance shall present a professional image, a high standard of quality and technical competence at all times. Total responsibility for this is placed upon Contractor. If a conflict occurs between a "Best Management Practice" and the specification, the "Best Management Practice" shall prevail and the City shall be notified of any necessary changes to the specified operations/materials.
- H. Contractor shall, during the course of the Agreement, advise and assist in the determination of improvements that could be made to any City mechanical system to conserve energy and minimize utility expenditures. These recommendations shall be included as applicable in Contractor's report(s) to the City.

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- I. Contractor shall annually provide, at no additional cost, training to Contractor's employees, City Facilities staff and Subcontractors in safe operation of equipment, software, chemicals and Best Management Practices (BMPs). Contractor shall also provide to City, documentation of this training on an annual basis.
- J. Contractor shall maintain compliance with the City of Solana Beach Municipal Code, Title 61, regarding storm water run-off system discharge regulations and requirements, California Regional Water Quality Control Board, San Diego Region Order No. R9-20013-0001 and National Pollutant Discharge Elimination System (NPDES) No. CAS0108758, as well as the Best Management Practices (BMPs) referred to in the City's Jurisdictional Urban Runoff Management Plan (JURMP), Section 7, Industrial and Commercial, subsection 7.3.3, Updated BMP Requirements. Examples of such BMPs are described in the flyer "Clean Coastlines, City of Solana Beach, a Pollution Prevention Guide for the Construction Community." Violations of any of these requirements may lead to a civil penalty up to \$10,000 per day, per violation. More information is available from the City's website at: https://www.ci.solana-beach.ca.us/index.asp?SEC=8AD90ACD-A88B-44F8-B89D-BD976FC2444B&DE=813FB7B7-DEC3-46F5-9144-666D25BB4D31&Type=B_BASIC
- K. The Contractor is required to provide uniformed service personnel. The Contractor's staff will be required to work in a semi-autonomous manner. The Contractor's staff will be required to interact in a businesslike and professional manner with City staff and members of the public. The proper uniform includes, but is not limited to:
- 1) Safety Equipment: All employees shall have the proper safety devices in place.
 - 2) Shoes: Safety leather boots or shoes in good condition.
 - 3) Shirts: All workers shall wear shirts with long or shorts sleeves with the maintenance company name or identifying marks.
- L. The City shall provide unimpeded access to all devices to be serviced by the Contractor. The Contractor shall not be held responsible for equipment malfunction or damage should access to equipment or the inability to start and stop primary equipment incidental to the operation of the mechanical system be denied or not provided.
- M. The Contractor shall provide safe access and egress for City of Solana Beach employees or members of the general public. The Contractor agrees to be responsible for providing any equipment necessary to prevent

unauthorized access to work areas including common public areas.

- N. Contractor shall abide by all applicable laws.
- O. Contractor shall report all employee injuries, or any other injuries, that occurred at the service address or other City offices/facilities listed in this contract to the City Representative in writing within 24 hours of incident.
- P. When performing any exterior work, Contractor shall conform to the City of Solana Beach's noise ordinance.
- Q. Contractor shall supply the City Representative a comprehensive and thorough checklist of all items completed during the scheduled inspection or preventive maintenance task within 72 hours. Check list shall include items recommended for repair or replacement of non-contracted work with a Proposal for the repair cost.

SPECIAL PROVISIONS

The following revisions and additions supplement the Standard Specifications referenced in Subsection 2-5. The paragraphing follows that of the Standard Specifications.

PART 1 – GENERAL PROVISIONS

**SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS UNITS OF MEASURE,
AND SYMBOLS**

1-2 TERMS AND DEFINITIONS

Agency	The City of Solana Beach
Board	The City Council of the City of Solana Beach
Engineer	The representative of the City Engineer who is assigned to inspect conformance of the work in accordance with the plans and specifications.

SECTION 2 – SCOPE AND

CONTROL OF THE WORK 2-1 AWARD AND

EXECUTION OF CONTRACT

2-1.1 Award of Contract. The proposals will be compared on the basis of the total price of all preventive maintenance items. The award of the Contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be within sixty (60) days after the opening of the proposals. All proposals will be compared on the basis of the Engineer's Estimate and historical cost data. Contractor shall submit to the City, when requested and prior to the award of the contract, a financial statement and resume of previous work of a similar nature.

2-1.2 Execution of Contract.

a. The Contract shall be signed by the successful bidder in triplicate counterpart and returned, together with the contract bonds and insurance, within ten (10) days from mailing the Contract to Contractor. No contract shall be binding upon the City until same has been completely executed by Contractor and the City.

b. Failure to execute a contract and file acceptable bonds and insurance as provided herein within the time limit above may be just cause for the annulment of the award and the forfeiture of the proposal guarantee.

2-2 ASSIGNMENT

2-2.1 Contractor Indebtedness. Indebtedness incurred for any cause in connection with this work must be paid by Contractor and the City is hereby relieved at all times from any indebtedness or claim other than payments under terms of the Contract and Contractor will indemnify and hold harmless the City and its officers and employees from any loss, demand, damages, claims or actions arising from or in connection with said indebtedness.

2-4 CONTRACT BONDS

Before execution of the Contract by the Agency, the Bidder shall file with the Agency surety bonds satisfactory to the Board in the amounts and for the purposes noted below. Bonds shall be duly executed by a responsible corporate Surety authorized to issue such bonds in the State of California, which has assets that exceed its liabilities in an amount equal to, or in excess of, the amount of the bond. The Bidder shall pay all bond premiums, costs, and incidentals.

Each bond shall incorporate, by reference, the Contract and be signed by both the Bidder and Surety and the signature of the authorized agent of the Surety shall be notarized.

The Bidder shall provide and maintain two good and sufficient surety bonds. The Payment Bond (Material and Labor Bond) shall be for not less than one hundred percent (100%) of the Contract Price, to satisfy claims of material suppliers and of mechanics and laborers employed by it on the Work. The bond shall be maintained by Contractor in full force and effect until the Work is accepted by the Agency, and until all claims for materials and labor are paid and shall otherwise comply with the Civil Code.

The Performance Bond shall be for one hundred percent (100%) of the Contract Price to guarantee faithful performance of all Work, within the time prescribed, in a manner satisfactory to the Agency, and that all materials and workmanship will be free from original or developed defects.

Should any bond become insufficient, Contractor shall renew the bond within ten (10) days after receiving notice from the Agency.

The Bidder shall submit along with the two bonds the following documentation from the surety insurer:

- a. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person

who executed the bond to do so.

b. A copy of the certificate of authority of the insurer issued by the Insurance Commissioner.

c. (If the Agency so requests) A financial statement of the assets and liabilities of the insurer at the end of the quarter calendar year prior to thirty (30) days next preceding the date of the execution of the bond. The financial statement shall be made by an officer's certificate as defined in Section 173 of the Corporations Code. In the case of a foreign insurer the financial statement may, instead of an officer's certificate, be verified by the oath of the principal officer or manager residing within the United States.

Should any Surety at any time be unsatisfactory to the Board, notice will be given Contractor to that effect. No further payments shall be deemed due or will be made under the Contract until a new Surety shall qualify and be accepted by the Board.

Changes in the Work, or extension of time, made pursuant to the Contract, shall in no way release the Contractor or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

2-5 PLANS AND SPECIFICATIONS

2-5.1 General. Except as otherwise noted or specified, the work shall be done in accordance with the following referenced specifications and drawings, which are on file in the Public Services & Engineering Department.

<u>Document</u>	<u>Date Adopted</u>
Standard Specifications for Public Works Construction, 2018 Edition	May 21, 2019
San Diego Regional Standard (SDRSD) Drawings, 2018 Edition	May 21, 2019
City of Solana Beach-annotated SDRSD Drawings, 2018 Edition	May 21, 2019

Copies of the City-annotated standard drawings are available from the Engineering and Public Works Department, 635 South Highway 101, Solana Beach, California 92075.

2-5.3 Submittals.

2-5.3.1 General. When submittals are required by Plans or Specifications, or as directed by the Engineer, they may be shop drawings, product data, samples or documents to ensure that the work is in accordance with the Contract documents. Contractor shall provide the submittals within fifteen (15) calendar days from the date requested in writing by the City. Contractor is responsible for coordinating, scheduling, sequencing and preparing submittals so that work will not be delayed.

Initial submittals requiring approval will be reviewed at no cost to the Contractor. The cost of reviewing resubmittals, for reason of failure to meet Contract requirements, shall be at the expense of Contractor.

Contractor shall furnish five (5) copies (unless otherwise specified herein) of the required submittals to the City Engineer or submit electronically as "pdf" files if authorized by the Engineer. Contractor shall ensure no work has begun until submittals for that item of work have been returned approved.

2-5.3.1.1 Submittals Required. The following submittals shall include, but not be limited to:

1. Construction Schedule

2-5.3.3 Shop Drawings. Contractor agrees that Shop Drawing Submittals processed by the Engineer are not Change Orders; that the purpose of Shop Drawing Submittals by the Contractor is to demonstrate to the Engineer that the Contractor understands the design concept, that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install, and by detailing the fabrication and installation methods that he/she intends to use. Contractor further agrees that if deviations, discrepancies or conflicts between Shop Drawing Submittals and the contract documents in the form of design drawings and specifications are discovered either prior to or after Shop Drawing Submittals are processed by the Engineer, the design drawings and specifications shall control and shall be followed. Shop drawings shall include complete fabrication, assembly, and installation drawings for the complete assembly of the system with all components, equipment, and parts, each with an assigned number corresponding to the system manufacturer's parts list. Shop drawings shall also show construction details for each component and piece of equipment. All samples and shop drawings are to be submitted to City within thirty (30) calendar days of the Notice to Proceed. Contractor shall submit shop drawings for the items indicated in the specifications.

2-5.4 Record Drawings. Accurate and legible records shall be kept on a set of contract drawings of all changes of work that occur during construction. Contractor shall record the exact location by dimension, and exact depth, by elevation, of all installed material, etc. All information necessary to maintain and/or service any concealed work shall be noted on these record drawings. Such records shall be kept

up to date with all entries checked by the Engineer before the work is buried or covered up. Prior to field acceptance, Contractor shall deliver this information to the Engineer.

SECTION 3 – CHANGES IN WORK

3-3EXTRA WORK

3-3.2.3 MARKUP

(a) Work by Contractor. The following percentages shall be added to the Contractor's cost and shall constitute the markup for all overhead and profits:

- 1. Labor20%
- 2. Materials 15%
- 3. Equipment Rental 15%
- 4. Other Items and Expenditures15%

To the costs and markups provided for in this subsection, one percent (1%) shall be added as compensation for bonding.

(b) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent (10%) on the first \$5,000 of the subcontracted portion of the extra work and a markup of five percent (5%) on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

SECTION 4 – CONTROL OF MATERIALS 4-1 MATERIALS AND WORKMANSHIP

4-1.2.1 Property Rights in Material. Nothing in the contract shall be construed as vesting in Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil. All such materials shall become the property of the City upon being so attached or affixed.

4-1.9 Storage of Materials. Area available within the City of Solana Beach for storage of materials is limited. Contractor should assume that all materials shall be stored off-site and delivered to the job site as required for construction. If an area within the City is allowed to be used as a storage area, the site shall be kept in a clean condition to the satisfaction of the City and shall conform with Best Management Practices to avoid run-off contamination.

SECTION 5 – UTILITIES

5-2.1 Damage by Contractor. Damage to any existing utility by the Contractor that is discovered within one(1) year after acceptance of the work by the City shall be repaired by Contractor at Contractor's expense.

SECTION 6 – PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-11 GUARANTEE

All work shall be guaranteed by Contractor for a period of one (1) year from the date of acceptance of the work against defective workmanship and materials furnished by Contractor. Contractor shall promptly replace or repair, in a manner satisfactory to the Engineer, any such defective work after notice to do so from the Engineer, and upon Contractor's failure to make such replacement or repairs promptly, the City may perform this work and the Contractor and Contractor or Contractor's surety shall be liable for the cost thereof.

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-2 LABOR

7-2.1 Laws. Pursuant to Sections 1720 et seq. and 1770 et seq. of the California Labor Code, Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate or per diem wages are on file in the City Engineer's office, which copies shall be made available to any interested party on request at the posted reproduction charge. Contractor shall post a copy of such wage determinations at each job site.

Replace with the following:

7-2.2 Payroll Records. Contractor shall furnish the City certified payroll records for all persons employed by the Contractor and subcontractors in connection with work on the project. Failure to do so will delay payments to the Contractor until such certified payrolls are received by the City. Contractor shall furnish electronic certified payroll records (online) to the Labor Commissioner in addition to submitting records to the City, as applicable.

7-3 INSURANCE

7-3.2 General Liability Insurance. Contractor shall obtain and, during the term of the Agreement, shall maintain a commercial general liability (CGL) insurance policy for bodily injury, personal injury, and property damage in an amount of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate which shall contain the following coverage:

1. Manufacturers' and Contractor's liability.

2. Broad form property damage.
3. Owner's and Contractor's protective liability.
4. Broad form contractual liability.
5. Products and completed operations coverage.
6. Coverage for explosion, collapse, or underground property damage (X, C, U Hazards).

The CGL insurance policy shall be written on an ISO Occurrence Form CG 00 01 12 07, or a substitute form providing equivalent coverage.

Contractor shall likewise obtain and, during the term of the Agreement, shall maintain an automobile liability insurance policy for bodily injury, personal injury and property damage in an amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Said insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The automobile insurance policy shall be written on an ISO Form Number CA 0001, or a substitute form providing equivalent coverage.

The City of Solana Beach shall be listed as additionally insured on the required CGL and automobile general liability policies. The Additional Insured Endorsement shall be an ISO Form 20 10 11 85 **or** an ISO Form 20 10 10 01 **and** 20 37 10 01, or their equivalent, including coverage for the City with respect to liability arising out of the completed operations of the Contractor. Completed operations coverage shall be maintained in effect for the benefit of the City for a period of two (2) years following the completion of the work specified in the Agreement.

The City of Solana Beach shall accept no endorsement or modification to the CGL limiting the scope of coverage required in this Section.

The policy shall contain a provision stating that Contractor's policy is primary insurance and that insurance (including self-retention) of the City or any named insured will not be called upon to contribute to any loss. The insurance policies must provide that they remain in force for not less than thirty (30) days after a notice is given to the City of the policy's expiration or cancellation. Contractor's insurance will not be accepted if these requirements are not met and evidenced in the submitted documents.

Contractor shall furnish certificates of said insurance and policy endorsements to the Contract Officer prior to commencement of work under the Agreement. Failure on the part of Contractor to procure or maintain in full force the required insurance shall constitute a material breach of contract under which the City may terminate the Agreement with the Contractor.

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by City, Contractor shall furnish copies of certificates of insurance and policy endorsements evidencing coverage for each subcontractor. Contractor shall maintain Workers' Compensation insurance and employer's liability insurance to protect City against all claims under applicable state and federal Workers' Compensation laws. Insurance coverage shall not be less than the statutory minimum for Workers' Compensation, and \$1,000,000 for employer's liability. The Contractor shall provide an endorsement that the insurer waives the right of subrogation against the City and its elected officials, officers, employees, agents, representatives and volunteers.

7-5 PERMITS

7-5.1 Licenses. The Contractor shall obtain and pay costs incurred for all licenses necessitated by his operations. Contractor shall obtain a City of Solana Beach Business License prior to commencing any work on this project.

7.8 WORK SITE MAINTENANCE

7-8.6 Water Pollution Control

7-8.6.1 General. The Contractor shall prepare and submit a Best Management Practices (BMP) plan for construction to the City for review and approval. The plan shall indicate what BMPs will be utilized by the Contractor and where they will be located in order to comply with minimum construction BMP requirements for the City of Solana Beach as well as all local, state and federal regulations including, but not limited to:

- 1) Water quality requirements as set out in the City of Solana Beach's Municipal Code Title 61 "Storm Water and Urban Run-off Management and Discharge Control."
- 2) California Regional Water Quality Control Board, San Diego Region, Order R9-2013-0001 and subsequent amendments regarding National Pollutant Discharge Elimination System (NPDES) Permit and Waste Discharge Requirements for Discharges from the Municipal Separate Storm Sewer Systems (MS4s) draining the watersheds within the San Diego Region.
- 3) The most current General Construction Activity Storm Water Permit (GCASP).

The BMP Construction Plan shall be submitted utilizing the City's boilerplate format (available online or by staff) for minimum construction BMPs with all required project Submittals and must be approved prior to issuance of a Notice to Proceed unless otherwise approved by the Engineer. This project is considered exempt. Although the project is considered "exempt," The Contractor shall implement, monitor, and revise the BMP Construction Plan as needed to suit changing Project site conditions and/or when properly installed systems are ineffective.

The Contractor shall implement, monitor, and revise the BMP Construction Plan as needed to suit changing Project site conditions and/or when properly installed systems are ineffective. Review and approval of the BMP Construction Plan and field inspections completed by the Agency do not relieve Contractor from liabilities arising from non-compliance of storm water pollution regulations.

Compliance with State Water Resources Control Board (SWRCB) requirements is the sole responsibility of Contractor. All fines levied as a result of the Contractor's failure to comply with the requirements of SWRCB, and/or the BMP Construction Plan, shall be the Contractor's responsibility. If there is any fine against the Agency due to non-compliance by the Contractor, Agency shall recover all costs of the fine by deducting monies from payments due to the Contractor.

Time extensions will not be allowed for any suspension of work as a result of the Contractor's non-compliance with the BMP Construction Plan.

7-8.6.3 Storm Water Quality Management Plan (SWQMP). The Contractor shall implement the SWQMP with these Special Provisions. The Notice of Intent will be filed by the City. The Contractor shall implement, monitor, and revise the SWQMP as needed to suit changing Project site conditions and/or when properly installed systems are ineffective.

Implementation of the SWQMP and field inspections completed by the Agency does not relieve Contractor from liabilities arising from non-compliance of storm water pollution regulations.

Compliance with State Water Resources Control Board (SWRCB) requirements is the sole responsibility of Contractor. All fines levied as a result of the Contractor's failure to comply with the requirements of SWRCB and/or the SWQMP shall be the Contractor's responsibility. If there are fines against the Agency due to non-compliance by Contractor, Agency shall recover all costs of the fine by deducting monies from payments due to the Contractor.

Time extensions will not be allowed for any suspension of work as a result of the Contractor's non-compliance with the SWQMP.

7-8.6.5 Payment. Payment for the preparation and implementation of the BMP Construction Plan/SWQMP shall be included in the lump sum bid price for BMP Construction Plan/SWQMP Preparation & Implementation.

7-10 SAFETY

7-10.1.1 Work Area Hazards. Upon completion of each day's work, the Contractor shall be responsible for leaving the work area free of hazards and shall provide all necessary temporary signs, warning devices, and barricades.

7-10.1.2 Removal of Mark-out Paint. Upon substantial completion of all construction work and prior to final completion, the Contractor shall remove all

construction and DigAlert mark-out paints from streets, roadways and all other locations in the public right-of-way where markings have been placed during construction. Mark-out paint may be removed using power washing or any other removal method approved by the Engineer. The Contractor shall install temporary BMPs to prevent wash water from entering into the City's storm drain system.

7-10.2.1 Storage of Equipment and Materials in Public Streets. Approval in writing must be obtained from the City Engineer to store equipment or materials within public rights-of-way.

7-10.2.2 Storage of Portable Restrooms. The Contractor shall be permitted to use the public right-of-way during public improvement projects for temporary storage of portable restrooms; however, the containment and location must be as follows:

1. Each portable restroom facility (port-a-potty) must be supplied with a spill tray or other type of secondary containment.
2. Each portable restroom staged on a public street must be relocated every five (5) days or placed within a secured, screened, fenced staging area approved by the Engineer.

7-10.4 Safety.

7-10.4.1.2 Work Site Safety Official. The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

The duty of the City and its consultants is to conduct construction review of the Contractor's performance and shall not include a review or approval of adequacy of the Contractor's safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the City's inspector or other representative. In addition, the Contractor must promptly report in writing to the City all accidents whatsoever arising out of, or in connection with, the performance of the work whether on or adjacent to the site, giving full details and statements of witnesses.

7-10.4.1.3 Public Safety During Non-Working Hours. Notwithstanding the Contractor's primary responsibility for safety on the job site when the Contractor is not present, the Engineer, at his option after attempting to contact the Contractor, may direct City forces to perform any functions he may deem necessary to ensure public

safety at or in the vicinity of the job site. If such procedure is implemented, the Contractor will bear all expenses incurred by the City.

In all cases, the judgment of the Engineer shall be final in determining whether or not an unsafe situation exists.

7-10.4.2 Safety Orders.

7-10.4.2.1 General. The Contractor shall be solely and completely responsible for conditions on the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and is not limited to normal working hours. Safety provisions shall conform to U. S. Department of Labor, the California Occupational Safety and Health Act (OSHA), and all other applicable federal, state, county, and city laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these documents. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth herein.

The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions.

SECTION 8 –RESERVED

SECTION 9 – MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.2 Partial and Final Payment. From each progress estimate, five percent (5%) will be deducted and retained by the City and the remainder, less the amount of all previous payments, will be paid to the Contractor. The five percent (5%) retention shall apply to all work done regarding which there is no dispute.

9.3.3 Standard Pay Application.

SECTION 10 – DISPUTES

10-1 If a dispute should arise regarding the performance of this Contract, the following procedures shall be used to address any question of fact or interpretation not otherwise settled by agreement between the parties. Such questions, if they become identified as part of a dispute between persons operating under the provision of the Contract, shall be reduced to writing by the complaining party. A copy of such documented dispute shall be forwarded to the other party involved, along with recommended methods of resolution that would be of benefit to both parties. The

party receiving the letter shall reply to the letter along with a recommended method of resolution within ten (10) days of receipt of the letter.

10-2 If the dispute is not resolved, the aggrieved party shall send a letter outlining the dispute to the City Engineer to be resolved.

10-3 If the dispute remains unresolved and the parties have exhausted the procedures of this section, the parties may then seek remedies available to them at law or in equity.

10-4 Pursuant to Public Contracts Code section 20104, a claim by the Contractor for a time extension; payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an amount the payment of which is disputed by the City, shall be dealt with as follows:

A. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by the Contract for the filing of claims.

B. Claim of less than fifty thousand dollars (\$50,000):

1. For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant.

2. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.

3. The City's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

C. Claim of fifty thousand dollars (\$50,000) or more:

1. For claims of fifty thousand dollars (\$50,000) or more, the City shall respond in sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant.

2. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

3. The City's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

- D. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within fifteen (15) days of receipt of the local agency's response or within fifteen (15) days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- E. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to Subsection A until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- F. A civil action filed to resolve a claim subject to Section 10-4 of this Contract shall be subject to the provisions of PCC Sections 20104.4 and 20104.6.

END OF PART

1

BIDDER'S PROPOSAL

To the Honorable Mayor and Council of the City of Solana Beach:

In compliance with the NOTICE INVITING BIDS, the undersigned hereby proposes to furnish any and all labor, materials, and equipment for the Landscape Maintenance Services and contained in the contract documents. Work is to be done and materials to be furnished in strict conformity with the plans and specifications now on file with the City Engineer at the prices shown on Exhibit B- Fee Proposal.

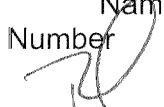
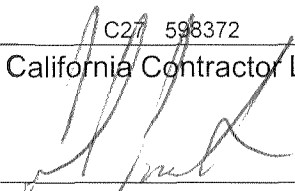
The undersigned has examined the location of the proposed work and is familiar with the plans and specifications and the local conditions at the place the work is to be done, and also understands that all labor and materials to be furnished shall be for the bid price, including sales tax upon any materials so furnished. The undersigned has also carefully checked all of the figures given and understands that neither the City of Solana Beach nor any officer thereof will be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

Receipt is hereby acknowledged of Addenda No.(s) n/a.

The undersigned have examined the schedule of prevailing wage rates for the types of work to be done on this project as is applicable and agree to pay not less than these rates. Furthermore, the undersigned certify that the bidder is registered with the State of California Department of Labor Compliance in accordance with Labor Code Section 1725.5 and that its public works registration number is: 1000018744

Enclosed please find a bidder's bond or certified check in the sum of Thirty six thousand dollars and zero cents (\$36,000.00), which is not less than ten percent (10%) of the bid, made payable to the City of Solana Beach.

SIGNATURES (Note: If Bidder is a corporation, two signatures by company officers are required):

Nissho of California, Inc. - 1902 S. Santa Fe Ave, Vista, CA 92083		C27 598372
Name and Address of Company		California Contractor License
Number		
Signature	Signature	Signature
Tom Baird	Ed Trotter	Ed Trotter
Name (print or type)	Name (print or type)	Name (print or type)
<u>3/27/23</u>	<u>3/27/2023</u>	<u>3/27/2023</u>
Date	Date	Date

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

MAR 24 2023

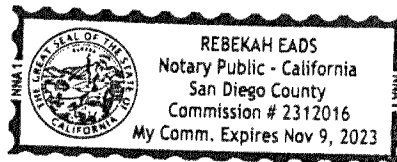
On _____ before me, Rebekah Eads, Notary Public
(insert name and title of the officer)

personally appeared Richard Hallett,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Richard Hallett, Leona Evangelista, and Rebekah Eads, of San Diego, CA

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective March 24, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on November 3, 2022.

RESOLVED, that Sam Zaza, Senior Vice President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this December 5, 2022.

By: _____

Printed Name: Sam Zaza

Title: Senior Vice President, Surety



STATE OF California

COUNTY OF Orange

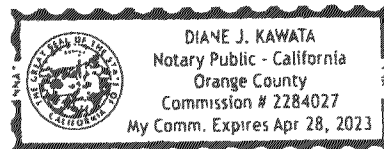
On this 5th day of December, 2022, before me, Diane J. Kawata personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Diane J. Kawata



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this 22 day of November, 2022.

DocuSigned by:

Barry W. Moses

By: _____

688415E7ADE548C...

Barry W. Moses, Assistant Secretary


POA No. N/A

BASE BID PRICE LIST

In compliance with the REQUEST FOR BIDS, the undersigned hereby agrees to furnish all labor, materials, equipment, and supervision to perform the proposed services that are described in the below listed enclosures; and to do so in strict accordance with the provisions of this AGREEMENT.

A. Landscape Maintenance Service: ATTACHMENT: Exhibit B- Fee Proposal

3/27/23
Date


Signature of Bidder

A-2 of 5

SUBCONTRACTOR LIST

LANDSCAPE MAINTENANCE SERVICES

To the Honorable Mayor and Council of the City of Solana Beach

As specified in the Standard Specifications, Subsection 2-3, the following is submitted for each subcontractor to be employed on the project:

(As specified in Section "Number" of the Standard Specifications, the contractor shall perform, with its own organization, contract work amounting to at least 50% of the contract price.)

ITEM	NAME	ADDRESS	DIR PW#	CLSB LICENSE #	\$ VALUE OF WORK
CRT Mulch	Agri-Service	3720 Oceanic Way, Ste 204	25193	825136	\$11,971.32
		Oceanside, CA 92056			

As specified in the Standard Specifications, Subsection 7-4 the following is submitted:

I hereby certify that I have read and examined Sections 3700 and 3800 of the State Labor Code. I am aware of and will comply with Section 3700 of the Labor Code, requiring every employer to be insured against liability for Workers' Compensation or to undertake self-insurance before commencing any of the work. I further certify that if I should contract or subcontract with any person, firm, or company to do all or any part of the work for which this bid covers, I shall assure compliance by that contractor or subcontractor with Sections 3700 and 3800 of the State Labor Code. I further certify that all contractors (both primary and subcontractors) are registered with the State of California Department of Industrial Relations in compliance with Labor Code Section 1725.5.

3/27/23 _____

 _____

Date

Signature of Bidder

CERTIFICATE REGARDING CONTRACTOR'S LICENSE


1. Bidder is required to possess the following State Contractor's License: Class A and appropriate Class C-27 Specialty License

2. A failure to possess the required license, a failure to truthfully set forth the following information, or a failure to execute this Certificate renders the bid nonresponsive and requires the City to reject the bid (Business and Professions Code Section 7028.15).

3. Bidder declares, under penalty of perjury, that bidder possesses the required Contractor's license, as follows:

a. Bidder's license number 598372; and

b. Expires on: 7/31/2024

Signature: 

Title: Vice President

Date: 3/27/23



**CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE**



License Number **598372**

Entity **CORP**

Business Name **NISSHO OF CALIFORNIA INC**

Categorization **C27**



Expiration Date **07/31/2024**

www.cslb.ca.gov

**STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION
IN SUPPORT OF BID ON**

LANDSCAPE MAINTENANCE SERVICES

The bidder represents that the bidder has a demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the proposed contract in a manner that is satisfactory to the City. The bidder represents that the bidder's financial resources, surety and insurance experience, construction experience, completion ability, personnel, current workload, and experience in dealing with private owners and public agencies all suggest that the bidder is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

In support of these representations, the bidder presents herewith letters of commendation/recommendation, lists of similar public works contracts accomplished during the preceding five years that identify the governmental agency, titles of lawsuits involving bidder during the preceding ten years, and such other documents that the bidder deems necessary to satisfy the bidder's bid obligation. The supporting documents are enclosed herewith.


SIGNATURE OF CONTRACTOR

This document is signed by an individual clearly authorized to bind the contractor.

CONTRACTOR: Nissho of California, Inc.

ADDRESS: 1902 South Santa Fe Ave, Vista, CA 92083

PHONE NUMBER: 760-727-9719

BY:  3/27/23
Signature Date

Tom Baird, Vice President
Title

City of Solana Beach

SERVICES AGREEMENT

FOR CITY-WIDE LANDSCAPE MAINTENANCE SERVICES

This Services Agreement (“AGREEMENT”) is made and entered into this 24th day of May, 2023 by and between the CITY OF SOLANA BEACH, a municipal corporation (“CITY”), and, NISSHO OF CALIFORNIA, INC. a California corporation, (“CONTRACTOR”) (collectively “PARTIES”).

WHEREAS, the CITY desires to employ a contractor to furnish Landscape Maintenance Services (“SERVICES”) for City-Wide Landscaped Areas (“PROJECT”); and

WHEREAS, on February 24, 2023, the CITY issued a Notice Inviting Bids (“NIB”) for the PROJECT; and

WHEREAS, on March 27, 2023, CONTRACTOR submitted a proposal in response to the NIB (“PROPOSAL”); and

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

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

WHEREAS, on May 24, 2023, the City Council for the CITY awarded this AGREEMENT to CONTRACTOR and authorized the City Manager to execute this AGREEMENT.

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

1. SERVICES.

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

2. DURATION OF AGREEMENT.

- 2.1. **Term.** The term of this AGREEMENT shall be for a period of one (1) year beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.
- 2.2. **Extensions.** If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year periods or parts thereof for an amount not to exceed Three Hundred Eighty-Eight Thousand Six Hundred Fifty-Two dollars and Eighty-Four cents (\$388,652.84) per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONTRACTOR's satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONTRACTOR prior to exercising the option.
- 2.3. **Delay.** Any delay occasioned by causes beyond the control of CONTRACTOR may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONTRACTOR shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the SERVICES when justified by the circumstances.
- 2.4. **City's Right to Terminate for Default.** Should CONTRACTOR be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONTRACTOR fails to cure the default within ten (10) calendar days of receiving written notice of the default.
- 2.5. **City's Right to Terminate without Cause.** Without limiting its rights in the event of CONTRACTOR's default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONTRACTOR. Such termination shall be effective upon receipt of the written notice. CONTRACTOR shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY's election, considered the property of CITY.

3. COMPENSATION.

- 3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall not exceed Three Hundred Eighty-Eight Thousand Six Hundred Fifty-Two dollars and Eighty-Four cents (\$388,652.84) without prior written authorization from CITY. CONTRACTOR shall bill the CITY for work provided and shall present a written request for such payment monthly.
- 3.2. **Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services.
- 3.3. **Costs.** Any costs billed to the CITY shall be approved in writing in advance and in accordance with any terms negotiated and incorporated herein as part of Exhibit "A" Scope of Services and Fee.

4. INDEPENDENT CONTRACTOR.

- 4.1.** CONTRACTOR is, for all purposes arising out of this AGREEMENT, an independent contractor. The CONTRACTOR has and shall retain the right to exercise full control and supervision of all persons assisting the CONTRACTOR in the performance of said services hereunder, the CITY only being concerned with the finished results of the work being performed. Neither CONTRACTOR nor CONTRACTOR's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. CONTRACTOR is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.
- 4.2 PERS Eligibility Indemnification.** In the event that CONTRACTOR's employee providing services under this AGREEMENT claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR's employees providing service under this AGREEMENT shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.
- 4.3 Indemnification for Employee Payments.** CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make for work done under this AGREEMENT.
- 4.4** The provisions of this section 4 are continuing obligations that shall survive expiration or termination of this AGREEMENT.

5. STANDARD OF PERFORMANCE.

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

6. WARRANTY OF CONTRACTOR'S LICENSE.

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

7. AUDIT OF RECORDS.

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

8. CONFIDENTIALITY AND SECURITY.

- 8.1. Confidential Work Product.** All SERVICES performed by CONTRACTOR, including but not limited to all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by CONTRACTOR, pursuant to this AGREEMENT, are for the sole use of the CITY, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. This provision does not apply to information that (a) was publicly known, or otherwise known to CONTRACTOR, at the time that it was disclosed to CONTRACTOR by the CITY, (b) subsequently becomes publicly known through no act or omission of CONTRACTOR or (c) otherwise becomes known to CONTRACTOR other than through disclosure by the CITY. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. The sole purpose of this section is to prevent disclosure of CITY's confidential and proprietary information by CONTRACTOR or subcontractors.
- 8.2. Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this AGREEMENT, may be exposed to confidential information and that disclosure of such information could violate the rights of private individuals and entities, including the parties and third parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law, and all other information protected by applicable law ("Confidential Information"). The party receiving Confidential Information ("Receiving Party") of the other ("Disclosing Party") shall not, and shall cause its employees and agents who are authorized to receive Confidential Information, not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this AGREEMENT or comply with its legal obligations. Receiving Party will use the same reasonable efforts to protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. The Receiving Party will not disclose or release Confidential Information to any third person without the prior written consent of the Disclosing Party, except for where required by law or for authorized employees or agents of the Receiving Party. Prior to disclosing the Confidential Information to its authorized employees or agents, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this AGREEMENT. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable notice and opportunity to contest such disclosure or obtain a protective order. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation. Confidential Information does not include any information that is required to be provided to the public pursuant to the laws of the United States and/or California such as the California Public Records Act, due to the nature of CITY being a local governmental agency. The non-disclosure and non-use obligations of this AGREEMENT will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the Receiving Party's receipt of that item.
- 8.3. Enforcement.** Each party acknowledges that any breach of any of the provisions of Section 8 of this AGREEMENT may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

9. CONFLICTS OF INTEREST.

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

10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.

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

11. INSURANCE

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

- 11.2. CONTRACTOR's liabilities, including but not limited to CONTRACTOR's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.
- 11.3. **Types and Amounts Required.** CONTRACTOR shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:
- 11.3.1. **Commercial General Liability (CGL).** If checked the CONTRACTOR shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad as CG 00 01 which shall cover liability arising from any and all personal injury or property damage, including ongoing and completed operations, in the amount no less than \$2,000,000.00 per occurrence and subject to an annual aggregate of \$4,000,000.00. If limits apply separately to this project (CG 25 03 or 25 04) the general aggregate limit shall not apply. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy. If the CONTRACTOR or subcontractor maintains higher limits than the limits shown above, the CITY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR and their subcontractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY. Any excess or umbrella policies being used to meet the required limits of insurance will be evaluated separately and must meet the same qualifications as the CONTRACTOR's primary policy.
- 11.3.2. **Commercial Automobile Liability.** If checked the CONTRACTOR shall maintain Commercial Automobile Liability Insurance for all of the CONTRACTOR's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit no less than \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
- 11.3.3. **Workers' Compensation.** If checked the CONTRACTOR shall maintain Worker's Compensation insurance for all of the CONTRACTOR's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONTRACTOR shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.
- 11.4. **Self-Insured Retentions.** Any self-insured retentions are the responsibility of the CONTRACTOR and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONTRACTOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 11.5. **Additional Required Provisions.** The commercial general liability, including any excess or umbrella policies being used to meet the required limits of insurance, and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

~~11.5.1.~~ The CITY, its officers, officials, employees, and representatives shall be named as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.

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

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

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

12. PREVAILING WAGE

12.1. **Prevailing Wage.** As required by Sections 1770 *et seq.* of the California Labor Code, CONTRACTOR and its subcontractors shall not pay less than the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations. CONTRACTOR is required to comply with California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815, which are incorporated fully herein by reference, and the CONTRACTOR agrees to comply with all of the above-referenced provisions and any other applicable statutes or regulations now existing or hereafter enacted or amended related to CONTRACTOR's performance of its obligations under this AGREEMENT. Specifically, the CONTRACTOR agrees to:

12.1.1. Pay all workers not less than the general prevailing rate of per diem wages for work of similar character in the locality in which the public work is performed.

12.1.2. Pay all workers not less than the general prevailing rate of per diem wages for holiday and for overtime work that exceeds 8 hours in one day and 40 hours in one week.

12.1.3. Adhere to the compliance measures outlined in Labor Code 1775(b) for any subcontractor that the CONTRACTOR chooses to use on the PROJECT.

12.1.4. Maintain payroll records as required.

12.1.5. Comply with all apprenticeship requirements pursuant to Labor Code 1777.5.

Copies of such prevailing rate of per diem wages are on file at the office of the City Clerk, which copies shall be made available to any interested party on request. Copies of the prevailing rate of per diem wages may also be found at <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. CONTRACTOR shall post a copy of such determination of each job site. The statutory provisions for penalties for failure to pay prevailing wages and for failure to comply

with state's wage and hour laws will be enforced. CONTRACTOR shall, as a penalty, forfeit to CITY \$50.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the AGREEMENT by it or by any subcontractor under it.

- 12.2. Payroll Records.** As required by sections 1771.4(a)(3) and 1776 of the California Labor Code, each CONTRACTOR and subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR in connection with the public work.

The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of CONTRACTOR on the following basis:

- 12.2.1.** CONTRACTOR and each subcontractor shall keep, certify and make available accurate payroll record in accordance with Labor Code Sections 1771.4(a)(3) and 1776.
- 12.2.2.** The record shall contain the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR and/or subcontractor in connection with the work.
- 12.2.3.** Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as those forms. Upon written request by the CITY, CONTRACTOR's and subcontractor's certified payroll records shall be furnished within ten (10) days. CONTRACTOR's and subcontractor's certified payroll records shall be available for inspection at the principal office of the CONTRACTOR. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- 12.2.4.** A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- 12.2.5.** A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof, but the public shall not be given access to the records at the principal office of the CONTRACTOR. A request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (b) above, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the CONTRACTOR, subcontractors, and the entity through which the request was made.
- 12.2.6.** Each CONTRACTOR and subcontractor shall file a certified copy of the records with the entity that requested the records within ten (10) days after receipt of a written request.

- 12.2.7.** Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the forwarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the CONTRACTOR shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number.
- 12.2.8.** CONTRACTOR shall inform the CITY of the location of the payroll records including the street, address, CITY and county, and shall, within five (5) working days provide a notice of change of location and address if necessary.
- 12.2.9.** In the event of non-compliance with the requirements of this provision, CONTRACTOR shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects CONTRACTOR must comply with this provision. Should non-compliance still be evident after the ten (10) day period, CONTRACTOR shall, as a penalty to CITY, forfeit \$100.00 for each calendar day, or portion thereof, for each worker until strict compliance is effected. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments currently due. Responsibility for compliance with these provisions lies with the CONTRACTOR.
- 12.3. Apprentices.** CONTRACTOR shall be responsible for complying with all the requirements of Labor Code section 1777.5, including the following:
- 12.3.1.** Every apprentice employed on the public work under this contract shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he is registered and shall be employed only at the work of the craft or trade to which he is registered.
- 12.3.2.** Only apprentices, as defined in Labor Code Section 3077, who are in training under apprenticeship standards approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 of the Labor Code are eligible to be employed at the apprentice rate on public works.
- 12.3.3.** When CONTRACTOR, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, CONTRACTOR shall employ apprentices in at least the ratio set forth in Labor Code Section 1777.5.
- 12.3.4.** Prior to commencing work on the AGREEMENT, CONTRACTOR shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the CITY if requested. Within 60 days after concluding work on the AGREEMENT, each CONTRACTOR and subcontractor shall submit to the CITY, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information provided shall be public.

12.4. Working hours. CONTRACTOR shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. Eight hours labor shall constitute a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control or by the authority of the CITY, or of any officer thereof. Work performed by employees of CONTRACTOR in excess of eight (8) hours during any one (1) calendar day, and forty (40) hours during any one (1) calendar week, shall be permitted on this project only upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1-1/2 times the basic rate of pay. CONTRACTOR shall, as a penalty to the CITY, forfeit \$25.00 for each worker employed in the execution of the Contract by the CONTRACTOR or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Labor Code section 1810 *et seq.*

13. INDEMNIFICATION.

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

14. SUBCONTRACTORS.

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

15. PRECEDENCE OF DOCUMENTS.

In the event of any ambiguity, inconsistency or conflict amongst the Contract Documents (as that term is defined in the NIB), the following the Contract Documents shall govern in the following order:

- 15.1.** Any Amendment to this AGREEMENT
- 15.2.** This AGREEMENT
- 15.3.** Exhibits to this AGREEMENT
- 15.4.** Scope of Services in the NIB

- 15.5. Special Provisions in the NIB
- 15.6. Other Provisions in the NIB
- 15.7. Solana Beach Annotations to the San Diego Regional Standards
- 15.8. San Diego Regional Standard Drawings for Public Works, 2018 Edition
- 15.9. Standard Specifications for Public Works Construction (Green Book)
- 15.10. Bidder's Proposal

16. NON-DISCRIMINATION.

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

17. NOTICES.

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

MOHAMMAD SAMMAK, DIRECTOR OF
ENGINEERING AND PUBLIC WORKS

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

TOM BAIRD, VICE PRESIDENT

Nissho of California, Inc.
1902 South Santa Fe Avenue
Vista, CA 92083

18. ASSIGNABILITY.

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

19. RESPONSIBILITY FOR EQUIPMENT.

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

20. CALIFORNIA LAW; VENUE.

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

21. COMPLIANCE WITH LAWS.

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

22. ENTIRE AGREEMENT.

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

23. NO WAIVER.

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

24. SEVERABILITY.

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

25. DRAFTING AMBIGUITIES.

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

26. CONFLICTS BETWEEN TERMS.

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

27. EXHIBITS INCORPORATED.

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

28. SIGNING AUTHORITY.

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

28.2. If checked, a proper notary acknowledgement of execution by CONTRACTOR must be attached.

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

CITY OF SOLANA BEACH, a municipal corporation

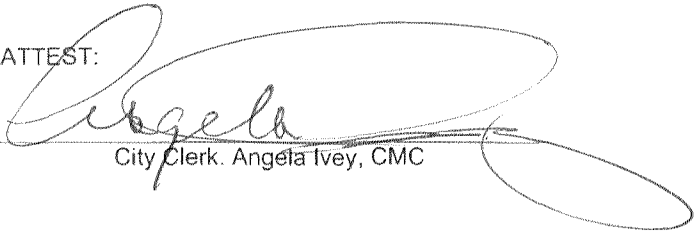
NISSHO OF CALIFORNIA, INC., a California corporation

By: 


City Manager, Gregory Wade

By: 

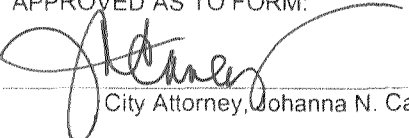
Signature
Tom Baird, Vice President
Print Name and Title

ATTEST:


City Clerk, Angela Ivey, CMC

APPROVED AS TO CONTENT:


Mohammad Sammak, Director of Engineering and
Public Works

APPROVED AS TO FORM:


City Attorney, Johanna N. Canlas

EXHIBIT "A"

SCOPE OF SERVICES AND FEE

Scope of Services and Fees Defined

EXHIBIT A
PRELIMINARY SCOPE OF WORK

- A. Experience/Qualifications
- B. The Contractor shall maintain a local office (San Diego Metropolitan Area) with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this contract with the Contract Administrator. A local office is one that can be reached by telephone and facsimile. An answering service in conjunction with a pager for the designated company representative would fulfill this requirement. A mobile telephone shall not fulfill the requirements for a local office. **All calls from the Contract Administrator shall be returned within a one (1) hour period.**
- C. License Requirements
To perform the work described in these specifications, the Provider must hold a California Class A and appropriate Class C-27 Specialty License. The City has made this proper license determination. Any Contractor holding a different license who feels qualified to proposal on this work must so advise the City Contract ADMINISTRATOR or City Clerk at least seven days prior to the proposal opening. A review of the job will be made, and the City's decision as to the propriety of such license will be final.
- D. Compliance with the Law
The Contractor agrees that performance under the contract shall comply with all applicable laws of the United States of America, the State of California, the County of San Diego, and City of Solana Beach, and that Contractor shall also comply with all applicable policies of the City of Solana Beach.
- E. Subcontractors
No Subcontractors will be recognized as such. All persons engaged in the work will be considered as employees of the Contractor and the Contractor shall be held directly responsible for their work.
- F. Responsibility for Work
The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence of said Contractor or Contractor's employees in connection with the performance of this work.
- G. Audit and Inspection of Records
The Contractor, and any Subcontractors, shall make available upon request all records, which in the opinion of the City Auditor are necessary to conduct an audit of this contract. Such records may include invoices, materials, payrolls, personnel records, and other data relating to all matters covered by this contract.

The Contractor and Subcontractors shall retain such data and records for a period of not less than three (3) years following receipt of final payment. The Contractor shall make available all requested data and records at reasonable locations within the County of San Diego, at any time during normal business hours, and as often as the City deems necessary. If records are not made available within the County of San Diego, the Contractor shall pay the City's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested will result in immediate termination of contract.

H. Staffing

The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of the Contract Administrator, all work required under this contract during the regular and prescribed hours.

I. Repairs to Existing Facilities

1. All portions of existing structures or facilities, including irrigation systems, which are damaged or altered in any way as a result of the performance of work under this specification during the term of the contract shall be repaired or replaced in kind and in an approved manner. All work of this kind shall be performed by the Contractor at no cost to the city, and shall be as directed by the Contract Administrator or representative.

Repairs to facilities shall be made immediately after damage or alteration occurs, unless otherwise directed. A comprehensive testing and check of all irrigation systems shall be made approximately thirty (30) days prior to the end of the contract, and any repairs deemed the responsibility of the Contractor shall be made by the Contractor prior to the end of the contract. If the Contractor does not make repairs to the satisfaction of the Contract Administrator, deductions shall be made from the contract payment in the amount to cover the cost of repairs, as determined by the Contract Administrator.

2. All portions of existing structures or facilities, including irrigation systems, which are damaged or altered by vandalism or theft shall, as directed by the Contract Administrator, be repaired or replaced in kind and in an approved manner. The Contractor shall perform all work of this kind. **Authorization from the Contract Administrator must be obtained before repairs to the facilities are made, unless otherwise directed. The City will pay for materials and labor due to vandalism.**

3. The Contract Administrator shall be notified within twenty-four (24) hours of any damage caused by accident, vandalism or theft. Time and date-stamped voice mail is available on a twenty-four (24) hour basis.

4. The Contractor shall keep controller and valve boxes clear of soil and debris and shall maintain the irrigation system at no additional cost to the City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the “cold” side of the water meter throughout the work site. Repair or replacement includes, but is not limited to: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes, and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves, and hose bibs.

Any replacement must conform to the type and kind of existing system. The Contract Administrator must approve any deviation in writing.

The City will pay for repairs to facilities damaged by vandalism or theft upon receipt of an approved invoice from the Contractor itemizing the labor and materials involved. Compensation for materials shall be the wholesale cost of the items involved plus ten percent (10%) for the Contractor’s cost of handling. Compensation for labor shall be for the allowable repair times specified below using the extraordinary labor rate specified within the proposal (Page 4),

(a) Repairs to Sprinkler Irrigation Systems and Water Lines:

	<u>ALLOWABLE REPAIR TIME</u>
Broken drip irrigation line (surface)	0.25 hour
Broken lateral sprinkler line (subsurface)	1.0 hour
Damaged auto-sprinkler valve	1.5 hours
Damaged gate valve, manual control, or quick coupler valve	1.0 hour
Replace sprinkler head and/or riser (if digging required) & subsurface sprinkler. Does not include screw on shrub heads	0.25 hour
Replace solenoid or bleed plug	0.25 hour

Note: Broken or damaged items shall be returned to Public Works Yard.

(b) Plant Material Replacement: Plant material lost by vandalism or theft will be replaced only upon the approval of the Contract Administrator. The labor installation time for plant replacement, if required, shall be negotiated at time of occurrence. Plant material cost shall be the wholesale cost of the items involved plus ten percent (10%) for the Contractor's cost of handling.

J. Safety Requirements

All work under this contact shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by OSHA. The Contract Administrator reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract. Provider's employees shall be dressed in presentable attire, preferably uniforms. Shirts must be worn at all times. All personnel in traffic areas shall wear safety vests to alert motorists to their presence. Traffic control devices shall be furnished by contractor and installed to protect personnel and vehicles as required by Manual for Uniform Traffic Control devices approved by CALTRANS. Vehicles and equipment must be maintained in a neat and solid mechanical condition. Vehicles must have Provider identification to park in timed zoned areas. Vehicles parked without identifying marking may be cited and Provider will be responsible for all costs associated with Citation. Oil leakage from vehicles, which creates residue on parked surface, will not be permitted.

K. Hazardous Conditions

The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from Contractor's operations. Any hazardous conditions noted by the Contractor, which are not a result of the Contractor's operations, shall be immediately reported to the Contract Administrator.

L. Use of Chemicals

The Contractor shall submit sample labels and Material Safety Data Sheets for all chemical herbicides, rodenticides and pesticides proposed for use under this contract for approval by the Contract Administrator. Materials included shall be limited to chemicals approved by the State of California Dept. of Agriculture. The use of any chemical shall be based on the recommendations of a licensed pest control advisor. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used under this contract for this specific site. The use of chemicals shall conform to the current San Diego County Dept. of Agriculture regulations. No chemical herbicide rodenticide or pesticide shall be applied until the Contract Administrator as appropriate approves its use, in writing, for the purpose and area proposed.

The **Monthly Pesticide Use Report** required in the General Conditions shall include a statement of all applications of herbicides, rodenticides, and pesticides, detailing the chemical used, undiluted quantity, rate of application, area in which used, applicator's name and the date and purpose of the application. For months in which no pesticides were applied, state "No Pesticide Used" on the Monthly Pesticide Use Report.

M. Litter

- a. Contractor Generated Trash: The Contractor shall promptly remove all debris generated by Contractor's pruning, trimming, weeding, edging and other work required in the specifications of this contract. Immediately after working in areas of public streets and park walks, gutters, driveways and paved areas, the Contractor shall clean them with suitable equipment. The Contractor shall dispose of green waste and trash in identified dumpsters in Public Works Yard located at 1784 Highland Drive during the hours of 7 AM till 4 PM. Yard will not be used for storage of equipment, vehicles or other storage material, unless a negotiated lease is agreed upon.

- b. In all areas covered by this contract, litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, shall be removed as shown according to frequency schedule. Litter removal includes sweeping or vacuuming all sidewalk areas adjacent to or included in landscape areas, paved medians, and areas adjacent to curbs of medians which have build-up of debris due to limited maneuverability of street sweeper one time each week unless called for more frequently. Complete trash removal from all litter receptacles in listed properties is required in Schedule of Tasks as recommended by City. The Contractor shall dispose of green waste and trash in identified dumpsters in Public Works Yard located at 1784 Highland Drive during the hours of 7 AM till 4 PM. Yard will not be used for storage of equipment, vehicles or other storage material, unless a negotiated lease is agreed upon.

1.6 FAILURE TO PERFORM SATISFACTORILY

It is agreed and understood that if the Contactor fails to perform the work as specified herein, the City will pay only for the amount of service actually received, as determined by the Contract Administrator, with an appropriate downward adjustment in contract price. Such adjustments may be in accordance with the Schedule of Task Costs provided herein by the Contractor.

Contract Administrator shall issue Field Inspection Notices (FIN) indicating any deficiencies and discrepancies requiring corrective action and specify date by which the

corrective action must be completed. Field Inspection Notices shall be the basis for deductions. Billing adjustments for unsatisfactory service shall be a permanent retention of the estimated monthly cost for work that is incomplete or deficient as stated herein.

When negligence on the part of the Contractor results in excessive use or waste of irrigation water, the estimated cost of this water shall be deducted from the contract payment. Any monetary fines or other damages assessed to the City for failure to follow water conservation regulations imposed by the State of California, the County Water Authority or other legal entity will be the responsibility of the Contractor unless cause to the contrary is substantiated to the satisfaction of the Contract Administrator.

1.8 PAYMENTS WITHHELD

The City may withhold payment to such extent as may be necessary to protect the City from loss due to:

1. Work required in the specifications, which is defective, incomplete or not performed.
2. Claims filed against the City for damage caused by the Contractor's acts or omissions, or reasonable evidence indicating probable filing of such claims.
3. Failure of the Contractor to make payments properly to subcontractors or for materials or labor.
4. A reasonable doubt that the contract can be completed for the balance then unpaid.

1.9 METHOD OF PAYMENT / MONTHLY REPORTS

The Contractor will be paid monthly, in arrears, for work performed satisfactorily under this contract. By the first of each month, the Contractor shall submit a detailed pay request and report of maintenance performed and materials used in the prior month. Billing shall be in accordance with the awarded contract prices, allowing for City approved adjustments if any.

A Monthly Pesticide Use Report shall also be submitted in accordance with Section 1.6 L, Use of Chemicals, under General Conditions. This report shall accompany the above invoice.

Payment for maintenance of properties listed in this specification as being planned for construction some time during the life of the contract will not start or be made until after the Contract Administrator advises the Contractor in writing that Contractor is authorized to commence maintenance.

1.10 MINOR MODIFICATIONS

The Contract Administrator may modify these specifications with the joint approval of the Contractor and the City of Solana Beach.

1.11 DEFINITIONS

Where “as directed”, “as required”, as permitted”, “approved”, “acceptance”, or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance of the Contract Administrator is intended unless otherwise stated. As used herein, “provide” shall be understood to mean “provide complete in place”, that is, “furnish and install”; the work “site” as used hereinafter shall be understood to mean the location receiving the service. The use of the words “Contract Administrator” shall be construed to mean the Public Works Director or his/her designated representative(s). The use of the word “Contractor” shall be held to mean the Contractor, Provider and/or any person employed by the Contractor and working under this contract. The use of the words “shall” and “may” shall be understood to mean mandatory and permissive respectively. The use of the word “pruning” shall include the practices sometimes referred to as “trimming”.

2.0 REQUIREMENTS

2.0 SERVICE FREQUENCIES

Schedule of Tasks indicates annual service frequencies. Any conflict in number of tasks estimated in Schedule of Tasks and Service Frequencies: Schedule of Tasks will govern.

- | | |
|-------------------------|--|
| Supervisory Inspection: | The supervisor shall inspect all areas at least one (1) time each month and submit a written punch list of deficiencies. Any major problems shall be reported to the Contract Administrator within twenty-four (24) hours. |
| Irrigation Inspection: | All systems are to be thoroughly inspected each week/month to ensure complete electronic and manual operation and proper distribution of water. |
| Irrigation: | Irrigation shall be performed as needed to promote healthy growth. Special attention shall be given to provide appropriate seasonal water application. |
| Maintenance | Maintenance and repair of irrigation systems shall be performed as needed to ensure proper operation. Include in Schedule of Tasks under Irrigation – Inspection |

Litter Removal:	Litter removal shall be performed Monday through Friday and as indicated in Schedule of Tasks or as needed.
Weed Removal:	Weeds shall be removed weekly to maintain the area in a continuous weed free condition.
Pruning – Shrubs and Groundcover:	Monthly as required to shape, train, and prevent encroachment into Shrubs / Groundcover: thoroughfare, sidewalk, or other plant materials; and as necessary to correct hazards or damage, and to prevent blockage of irrigation system components and patterns. Shrubs must maintain their natural appearance. Any mechanical hedging must be pre-approved by the Contract Administrator. Growth regulators shall not be used.
Pruning- Trees:	Twice a year, April and August or as necessary to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plan material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Fertilization – Trees:	One (1) times per year, in March.
Fertilization – Turf:	Four (4) times per year, in January, April, July, and October.
Mowing - Turf:	Mowing shall be performed weekly.
Aerification - Turf:	Aerification Mowing shall be performed twice a year, April and October.
Renovation - Turf:	Renovation shall be performed once a year, beginning May 15. All sites must be completed by June 30, unless otherwise specified.
Pest Control:	Prompt remedial action as required to control pests.
Brow Ditch Cleaning:	Four (4) times per year. January, April, July, and October.

Gutter and Sidewalk

Sweeping: Weekly to remove dirt and debris. Blowers and vacuums may be used, after 9:00 a.m.

Edging: Weekly edging of ground covers and turf areas to maintain a neat appearance and limit encroachment of ground covers and turf into undesirable areas.

Sweeping of Median Tops: Performed weekly.

Maintenance of Plaza Fountain: The Plaza fountain shall be maintained on a weekly basis. The contractor will be responsible to maintain correct chemical levels, maintain water levels and to keep the water and bowl clean. Any electrical or plumbing repair needs shall be reported to the Public Works Operations Manager.

3.0 LANDSCAPE MAINTENANCE SPECIFICATIONS

3.1 SCOPE

Complete landscape maintenance of all contact areas including, but not limited to, irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; mowing; sweeping; maintenance and repairs of picnic and play equipment, pathways, irrigation and drainage systems; and all other maintenance required to maintain the areas included in this contract in safe, attractive and useable condition and to maintain the plant material in good condition with horticulturally acceptable growth and color.

3.2 SCHEDULING OF WORK

The Contractor shall accomplish all normal landscape maintenance required under this contract between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday. Exceptions may be made to normal working hours where incidence of use may be too great during the hours specified to allow for proper maintenance. The Contract Administrator may grant, on an individual basis, permission to perform contract maintenance at other hours. No maintenance functions that generate excess noise, e.g., operations of power equipment, which would cause annoyance to residents of the area, shall be commenced before 9:00 a.m. The Contractor shall establish an annual schedule of work to be followed in the performance of this contract.

The Schedule of Work must be completed and submitted to the Contract Administrator prior to the commencement of work on this contract. Any changes in scheduling shall be reported, in writing, to the Contract Administrator immediately. This schedule shall include routine work as well as infrequent operations such as fertilization, aerification, renovation, and pruning.

The Contractor shall conduct the work at all times in a manner which will not unreasonably interfere with pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets.

3.3 METHOD OF PERFORMING WORK

A) Irrigation

Irrigation shall be done by the use of automatic or mechanical sprinkler systems where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas. Within first 60 days, Providers shall inspect sprinkler/irrigation systems and any needed part to bring system in full operating condition will be replaced by City at City expense. Provider is required to deliver non-functioning parts to Public Works after replacement.

In those areas where an automatic sprinkler system is installed, the Contractor shall periodically inspect the operation of the system for any malfunction. The maximum interval between inspections shall not exceed seven (7) days. The Contractor shall advise the Contract Administrator within twenty-four (24) hours of those malfunctions, which are the City's responsibility, as specified under general Conditions, Contractor's Responsibility. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make whatever adjustments may be necessary to prevent excessive run-off into street rights-of-way or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor. Schedule of Tasks indicates frequency of expected inspection for electronic systems (A) and estimated watering cycles for manual (M) systems. Varying weather conditions may require additional watering cycles to maintain plant health. No additional payment will be made when additional watering cycles are required.

Inspection of the entire irrigation systems shall occur not less than once each month or as indicated in Schedule of Tasks and may occur more often, especially during the warmer months. All areas not adequately covered by a sprinkler system, or dry spots due to broken heads shall be irrigated by use of portables. An entire system or station shall not be activated to irrigate small isolated dry areas. The Contractor shall furnish all hoses, nozzles, sprinklers and et cetera, necessary to accomplish this supplementary irrigation. Care shall be exercised to prevent water waste, erosion,

and/or detrimental seepage into existing underground improvements or structures. Irrigation shall be accomplished as follows:

1. All areas to be irrigated shall be tested several times a week with a soil probe to determine where and when it is necessary to apply water. Timing on controllers shall be regulated according to the individual area's moisture retention capacity taking into consideration weather, wind, sun, shade, temperature, and location. The results shall be to maintain horticulturally acceptable growth, color, and to encourage deep rooting. Daily watering shall be avoided. However, additional irrigation may be necessary in the event of unusually hot/dry weather conditions (as are present during winter Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during summer months). Water shall be applied at a rate, which keeps surface runoff to a minimum.
2. Newly planted trees, shrubs, ground cover and turf shall receive special attention until these plants are established. Adequate water and fertilizer shall be applied to promote normal, healthy growth. Proper berms or basins shall be maintained during the establishment period.
3. Where sprinkler systems do not exist, the Contractor shall water all vegetation as required. The Contractor shall supply all hoses, nozzles, and sprinklers. Watering shall be performed such that it encourages healthy growth and pleasing appearance.

B. Pruning Shrubs and Ground Cover Plants

All shrubs and ground cover plants growing in the work areas shall be pruned as required to maintain plants in a healthy, growing condition; to maintain plant growth within reasonable bounds; and to prevent encroachment of passage ways, walks, streets, or view of signs; or encroachment in any manner deemed objectionable by the Contract Administrator. Dead or damaged limbs shall be removed with sharp pruning tools in accordance with attached pruning and trimming guidelines.

Pruning shall be done so as to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by the Contract Administrator. Shearing, hedging or severe pruning of plants, unless authorized by the Contract Administrator, shall not be permitted. Growth regulators shall not be used. See attached Pruning Guide.

C. Tree Maintenance

1. All trees shall be maintained in their natural shapes. Pruning shall be performed in such a manner as to promote the best growth habits, appearance, and health of the tree, and to prevent encroachment which blocks vision or is in any manner deemed undesirable by the Contract Administrator. The Contractor shall, as part of this contract, be responsible for tree pruning that can be accomplished with a twelve (12) foot pole saw by a worker standing on the ground. Trees shall not be

topped. The Contractor shall bring to the attention of the Contract Administrator within twenty-four (24) hours any tree that shows signs of root heaving or leaning, or is in any manner a safety hazard. See attached Pruning Guide.

The Contractor shall be responsible for the complete removal and replacement of those trees lost due to Contractor's faulty maintenance or negligence, as determined by the Contract Administrator. Replacement shall be made by the Contractor in the kind and size of tree determined by the Contract Administrator. Where there is a difference in value between the tree lost and the replacement tree, the difference will be deducted from the contract payment. In all cases, the value of the tree lost shall be determined by the Contract Administrator, using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.

2. All newly planted trees and other trees needing support shall be securely staked with two (2) "lodge pole" type stakes placed on opposite sides of the tree outside the root ball and secured to the tree with a least two flexible rubber tree ties.
3. Tree ties and stakes shall be inspected regularly and repositioned as necessary to ensure against girdling and abrasion.
4. Trees and shrubs that are uprooted due to storms shall be up righted immediately, if possible. If this is not possible, they shall be removed immediately (including roots) and the holes must be filled.

D. Fertilization

The Contractor shall inform the Contract Administrator at least forty-eight (48) hours before beginning any fertilization and shall have previously submitted Material Safety Data Sheets (MSDS), and a schedule of application showing the site, date and approximate time of application of the fertilizer. Submission of the fertilizer schedule does not release the Contractor from any of the other obligations described in this paragraph or in the following paragraphs. The fertilization schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse the Contractor from performing any other work regularly required under this contract. Fertilizer shall be delivered to the Highland Maintenance facility, located at 1764 Highland Ave., Solana Beach, and be in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages will not be accepted. The Contractor shall furnish the Contract Administrator with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used in this contract. The invoices must state the grade, amount and quantity received. Both the copy to be retained by the City and the Contractor's copy must be signed by the Contract Administrator before any material may be spread at the site. The Contractor may

not begin the actual application until the obligation in the preceding paragraph has been complied with.

Fertilizers shall be applied at the rates specified below:

- One (1) pound of actual nitrogen per 1,000 square feet shall be applied to turf as specified.
- One (1) pound of actual nitrogen per 1,000 square feet of planted area shall be applied to shrubs, vines, ground covers and trees as specified.

Acceptable complete fertilizers include, but are not limited to: Nitra King 22-3-9-(S), Turf Supreme 16-6-8, or Turf Supreme with Best-Cote 15-5-7. Acceptable organic fertilizers include, but are not limited to: Milorganite or Gro-power, which have been processed to remove excess levels of salt.

As deemed necessary by the Contract Administrator to achieve required results, other materials including, but not limited to, iron chelate, soil sulfur, gypsum, surfactant enzymes such as Sarvon or Naiad, etc., may be needed and shall be applied as necessary at the contractor's expense.

Adequate irrigation shall immediately follow the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

Fertilizer must occur on prescribed days, and shall be accomplished in a manner so as to achieve an even green. If fertilization results are patchy, remedial fertilizer must be applied immediately.

E. Weed Removal

Weeds shall be removed from all turf grass areas, shrub and ground cover areas, planters, tree wells, slopes, cracks in paved areas, including sidewalks, areas covered with ornamental rocks and bark mulch, and in gutters and curbs, as shown in Service Frequencies and Schedule of Tasks.

This means complete removal of all weed growth. For the purpose of this specification a weed will be considered "any undesirable or misplaced plant". Weeds shall be controlled by manual, mechanical, or chemical methods.

The Contract Administrator may restrict the use of chemical weed control in certain areas.

Center island maintenance shall include the removal of weeds growing in all paved or unpaved surfaces of the center island.

F. Disease and Pest Control

The Contractor shall regularly inspect all landscaped areas for presence of disease, insect or rodent infestation. The Contractor shall advise the Contract Administrator within four (4) days if disease, insect or rodent infestation is found; Contractor shall identify the disease, insect or rodent and specify control measures to be taken. Upon approval of the Contract Administrator, the Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. Approved control measures shall be continued until the disease, insect or rodent is controlled to the satisfaction of the Contract Administrator. The Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of the Contractor, in accordance with current standard practices accepted by the State of California Dept. of Food and Agriculture. If contractor is unable to control the pest or disease, a pest control company will be hired and the billing will be deducted from contractor' monthly payment.

All individuals who supervise the mixing and application of herbicides, pesticides and rodenticides shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Dept. of Food and Agriculture.

INTEGRATED PEST MANAGEMENT PLAN

Section I – Purpose

The purpose of this Integrated Pest Management (IPM) plan is to direct health conscious and environmentally sensitive pest management strategies on city owned or controlled properties and public rights of way, in accordance with applicable federal, state and local regulations.

Section II – Policy

The city will focus on the prevention and suppression of pest issues with the least impact on human health, the environment, and non-target organisms. In particular, the use of chemical pesticides on city owned or operated properties and public rights of way will be significantly reduced, according to these guiding principles:

- A. Emphasize the initial use of organic pesticides.
- B. Limit the use of chemical pesticides where the general public congregates.
- C. Use EPA level pesticides in a targeted manner, and only if deemed necessary by supervisory staff - to protect public safety; to prevent a threat to sensitive species or native habitats; to assist in meeting regulatory compliance requirements; or to prevent economic loss – when pests cannot be managed by other tactics.

Section III – Goals

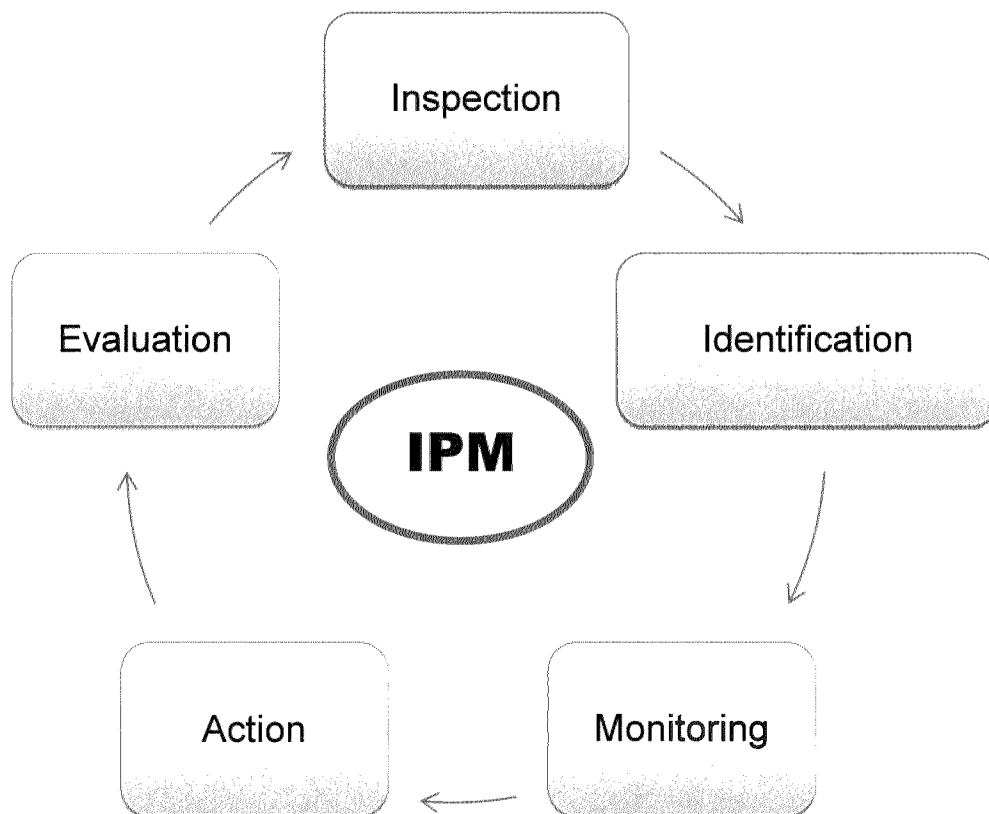
The goals of the IPM plan are:

- A. Protect human health and the surrounding environment by implementing a range of preventative strategies, and using the least-toxic pesticides available for pest control and eradication.
- B. Monitor presence of pests on a routine basis to ensure the most effective (combination of) pest control tactics are being use. Reference Section VI.E.6.
- C. Minimize the quantity of products used for pest management.
- D. Use species-specific products for pest management and carefully target application areas.
- E. Chemical pesticides shall only be applies to: protect public safety; to prevent a threat to sensitive species or native habitats; to assist in meeting regulatory compliance requirements; or to prevent economic loss – when pests cannot be managed by other tactics.
- F. Provide public notification signs at perimeter of outdoor areas or at entrances of buildings, where chemical pesticides are to be applied.

Section IV – Response

One of the characteristics of an IPM approach that make it effective is that the basic decision making process is the same for any pest problem in any location. The strategies and tactics may change, but the steps taken to decide if and when treatment is needed, and which methods to use, are the same each time. The IPM plan is built around the following components:

- A. Routinely monitoring the best populations and other relevant factors
- B. Accurately identifying the pest
- C. Determining injury and action levels that trigger treatments
- D. Timing treatments to the best advantage
- E. Spot treating the pest (to minimize human and other non-target organism exposure to pesticides)
- F. Selecting least disruptive tactics
- G. Evaluation the effectiveness of treatments to determine future actions



Section V – General Preventative Practices

General preventative practices are simple landscaping procedures that eliminate sources of food, water and shelter that attract pests to the building or grounds. The city shall use the following methods as foremost means for controlling pests and preventing outbreaks:

- A. Install mulch and other landscaping best practices to promote soil and plant health.
- B. Use weed-free soil amendments.
- C. Plan and maintain landscape features to eliminate safe havens for pests and rodents.
- D. Clean up plant debris, especially from fruit-bearing trees.
- E. Remove invasive plants that are known to harbor or provide food for pests.

Section VI – Pest Control Tactics

Integrated Pest Management uses a variety of pest control tactics in a compatible manner that minimizes adverse effects to human health and the environment. A combination of several control tactics is usually more effective in minimizing pest damage than any single control method. The type of control(s) selected will likely vary on a case-by-case basis due to differing site conditions.

The primary pest control tactics to choose from include:

- Cultural
- Mechanical
- Environmental/Physical
- Biological
- Pesticide

A. Cultural Controls

Cultural controls are modifications of normal plant care activities that reduce or prevent pests. Cultural control methods include adjusting the frequency and amount of irrigation, fertilization, and mowing height. For example, spider mite infestations are worse on water stressed plants; over-fertilization may cause succulent growth which then encourages aphids; too low of a mowing height may thin turf and allow weeds to become established.

B. Mechanical Controls

Mechanical control tactics involve the use of manual labor and machinery to reduce or eliminate pest problems, such as handpicking, physical barriers, or machinery. Other examples include hoeing and applying mulch to control weeds, using trap boards for snails and slugs, and use of traps for gophers.

C. Environmental/Physical Controls

The use of environmental/physical controls such as altering temperature, light, and humidity, can be effective in controlling pests. Although in outdoor situations these tactics are difficult to use for most pests, they can be effective in controlling birds and mammals if their habitat can be modified such that they do not choose to live or roost in the area. Other examples include removing garbage in a timely manner, and using netting or wire to prevent birds from roosting.

D. Biological Controls

Biological control practices use living organisms to reduce pest populations. These organisms are often also referred to as beneficials, natural enemies or biocontrols. They act to keep pest populations low enough to prevent significant economic damage. Biocontrols include pathogens, parasites, predators, competitive species, and antagonistic organisms. Biocontrols can occur naturally or they can be purchased and released.

The most common organisms used for biological control in landscapes are predators, parasites, pathogens and herbivores.

- Predators are organisms that eat their prey (e.g. Ladybugs)
- Parasites spend part of their life cycle associated with their host. Common parasites lay their eggs in or on their host and then the eggs hatch, the larvae feed on the host, killing it (e.g. tiny stingless wasps for aphids and whiteflies)
- Pathogens are microscopic organisms, such as bacteria, viruses, and fungi that cause diseases in pest insects, mites, nematodes, or weeds (e.g. *Bacillus thuringiensis* or BT)
- Herbivores are insects or animals that feed on plants. These are effective for weed control. Biocontrols for weeds eat seeds, leaves, or tunnel into plant stems (e.g., goats and some seed and stem borers)

In order to conserve naturally occurring biocontrols, broad-spectrum pesticides should not be used since the use of these types of pesticides may result in secondary pest outbreaks due to the mortality of natural enemies that may be keeping other pests under control.

E. Pesticide Controls

As defined in California Food and Agriculture Code Section 12753, "Pesticide" includes any of the following: (a) any spray adjuvant; (b) any substance, or mixture of substances which is intended to be used for defoliating plants, regulating plant growth or for preventing, destroying, repelling or mitigating any pest...which may infest or be detrimental to vegetation, man, animals, or households, or be present in any agricultural or nonagricultural environment whatsoever. The term pesticides includes organic products and chemical products. Insecticides, herbicides, fungicides and rodenticides are all pesticides.

Pesticides may be used when other methods fail to provide adequate control of pests and before pest populations cause unacceptable damage. When pesticides are to be used, considerations will be made for how to apply them most effectively.

Pesticides that are broad-spectrum and persistent shall be avoided, since they can cause more environmental damage and increase the likelihood of pesticide resistance. The overuse of pesticides can cause beneficial organisms to be killed and pest resistance to develop. In addition, considerations should be given to the proximity to water bodies, irrigation schedules, weather, etc., that may result in the pesticide being moved off-site, into the environment.

1. Criteria for Selecting Treatment Strategies

Once the IPM decision making process is in place and monitoring indicates that pest treatment is needed, the choice of specific strategies can be made. Strategies will be chosen that are:

- a) Least hazardous to human health
- b) Least disruptive of natural controls in landscape situations
- c) Least toxic to non-target organisms other than natural controls
- d) Most likely to be permanent and prevent recurrence of the pest problem
- e) Easiest to carry out safely and effectively
- f) Most cost effective in the long term
- g) Appropriate to the site and maintenance system

2. Selection of Appropriate Pesticides

The following criteria will be used when selecting a pesticide:

- a) Safety
- b) Species specificity
- c) Effectiveness
- d) Endurance

- e) Speed
- f) Repellency
- g) Cost

When selecting pesticides, supervisory staff will rely on advisement from State of California certified pest control applicators, to ensure that the most appropriate pesticide is selected.

3. Prioritized Use of Pesticides

Pesticides are to be utilized in a prioritized approach on city properties as follows:

- a) Organic pesticides to be used first, when pesticides are deemed necessary.
- b) Pesticides registered with the California Department of Pesticide Regulations Registrations Branch to be used as a protocol.
- c) U.S. Environmental Protection Agency (EPA) Toxicity Category III “Caution” label pesticides to be used in a targeted manner by a certified pest control applicator, and only if deemed necessary by supervisory staff – to protect public safety; to prevent threats to sensitive species or native habitats; to assist in meeting regulatory compliance requirements; or to prevent economic loss – when pests cannot be managed by other tactics.
- d) U.S. EPA Toxicity Category II “Warning” label pesticides to be used in a targeted manner by a certified pest control applicator, and only if deemed necessary by supervisory staff – to protect public safety; to prevent threats to sensitive species or native habitats; to assist in meeting regulatory compliance requirements; or to prevent economic loss – when pests cannot be managed by other tactics.
- e) U.S. EPA Toxicity Category I “Danger” label pesticides, to be used in a targeted manner by a certified pest control applicator, and only if deemed necessary by supervisory staff – to protect public safety; to prevent threats to sensitive species or native habitats; to assist in meeting regulatory compliance requirements; or to prevent economic loss – when pests cannot be managed by other tactics.

4. Certification and Permitting

Restricted use pesticides shall only be applied by, or under the direct supervision of, an individual with a State of California, Department of Pesticide Regulations, Qualified Applicators Certificate.

Pesticides listed as “restricted” in the State of California shall be applied only under a restricted materials permit, issued by the San Diego County Department of Agriculture, Weights and Measures. The permit must be renewed annually for continued application.

5. Employee Training

Staff and contractors must know the information on the chemical label and the MSDS before using or handling the chemical. In addition, they will be trained annually and when a new pesticide is to be used.

The certified pest control applicators must know:

- The immediate and long-term health hazards posed by chemicals to be used, the common symptoms of chemical poisoning, and the ways poisoning could occur; and
- The safe work practices to be followed, including the appropriate protective clothing, equipment, mixing, transportation, storage, disposal and spill cleanup procedures applicable to the chemical used
- In addition to the training and annual continuing education required for certification, staff will be encouraged to participate in pesticide application programs that are above and beyond minimum compliance requirements.

6. Record Keeping

Monitoring the effectiveness of the IPM plan over time requires diligent tracking of several items: pest populations and locations; management strategies employed; quantities and types of chemicals or other products used; and the outcome of pest management activities. The certified pest control applicator is responsible for maintaining, and submitting to the city as requested, records that include the following:

- a) Target pest
- b) Prevention and other non-chemical methods of control used
- c) Type and quantity of pesticide used
- d) Location of the pesticide application
- e) Date of pesticide application
- f) Name of the pesticide applicator
- g) Application equipment used
- h) Summary of results

7. Materials for Use – Least Toxic Pesticides

Pesticides are considered a secondary resort under the tenets of IPM. This control strategy is to be used on city owned or controlled properties and rights of way after general preventative practices and non-chemical options – including organic pesticides – have been fully explored. Least-toxic pesticides meet the following criteria:

- a) Products contain no known, likely, or probable carcinogens – as listed by the CA Office of Environmental Health Hazard Assessment.

- b) Products contain no reproductive toxicants (CA Prop 65).
- c) Products contain no items listed by the CA Department of Toxic Substance Control as known, probable, or suspected endocrine disrupters.
- d) Active ingredients have soil half-life of thirty days or less.
- e) Products are labeled as not toxic to fish, birds, bees, wildlife, or domestic animals.

8. Notification Signs

Chemical pesticide application notification signs shall meet the following criteria:

- a) Posted at a perimeter of outdoor areas or at building entrances, where chemical pesticides are to be applied.
- b) Posted at least 24 hours prior to application of chemical pesticides and shall remain for at least 72 hours after the application.
- c) Include "Notice – Pesticide Treated Area," and product's/manufacturer's name, scheduled date of application, and pest to be controlled – e.g., weeds, insects, rodents.

9. Revisions

Staff will review this IPM plan annually at minimum, and update it as needed.

**EXHIBIT B
FEE PROPOSAL SCHEDULE**

Properties in this proposal shall be as following and contractor shall list each with a monthly cost.

A.	TIDE PARK BEACH ACCESS (302 Solana Vista Drive)	\$ <u>279.25</u>
B.	FLETCHER COVE PARK (111 S. Sierra Ave)	\$ <u>2,326.86</u>
C.	NORTH SEASCAPE SUR PUBLIC BEACH ACCESS (501 S. Sierra)	\$ <u>546.99</u>
D.	LA COLONIA PARK AND STEVENS LOT FRONTAGE IMPROVEMENTS (715 Valley Ave)	\$ <u>2,187.97</u>
E.	THE PLAZA (Between Acacia Ave and Hwy 101)	\$ <u>575.84</u>
F.	HIGHWAY 101 MEDIANS, NORTH AND SOUTH (From Via De La Valle to Ocean St.)	\$ <u>1,267.32</u>
G.	CITY HALL (635 S. Hwy 101)	\$ <u>845.92</u>
H.	FLETCHER COVE COMMUNITY CENTER & COMMUNITY PARK OVERLOOK (133 Pacific Ave.)	\$ <u>2,549.30</u>
I.	SOUTHWEST CORNER OF NARDO & STEVENS AVE.	\$ <u>209.00</u>
J.	IVY SURROUNDING RETAINING WALLS AT NARDO AND STEVENS ON THE WEST SIDE	\$ <u>453.00</u>
K.	COASTAL RAIL TRAIL FROM VIA DE LA VALLE TO NORTH CITY BOUNDARY LIMIT (East side of Hwy 101)	\$ <u>4,852.00</u>
L.	DISTILLERY PARKING LOT (SIERRA AVENUE) (140 S. Sierra. Across from Post office)	\$ <u>230.24</u>
M.	LANDSCAPE AREAS SURROUNDING CITY'S PUBLIC WORKS YARD (1764 HIGHLAND)	\$ <u>381.40</u>

N.	MEDIANS ON LOMAS SANTA FE AT SOLANA HILLS INCLUDING 14 STREET PALMS	\$ <u>297.12</u>
O.	DEL MAR SHORES, PARKING LOTS (2) (721 & 733 S. Sierra)	\$ <u>363.33</u>
P.	SOLANA BEACH & TENNIS CLUB, PARKING LOT (335 S. Sierra)	\$ <u>169.95</u>
Q.	DEL MAR SHORES BEACH ACCESS (180 Del Mar Shores Terrace)	\$ <u>300.04</u>
R.	SOLANA BEACH FIRE STATION (500 Lomas Santa Fe)	\$ <u>572.88</u>
S.	MARINE VIEW RIGHT-OF-WAY (Slope on the east side of Marine View South of San Andreas)	\$ <u>441.14</u>
T.	EDEN GARDENS PUMP STATION (Valley Ave. @ Highland Drive)	\$ <u>368.68</u>
U.	PACIFIC AVENUE OVERLOOK (west side of Pacific at Ocean St.)	\$ <u>65.48</u>
V.	SUN VALLEY POCKET PARK (Sun Valley west of Highland)	\$ <u>651.44</u>
W.	NORTH CITY LIMITS ENTRANCE SIGN AREA (As you enter from Cardiff)	\$ <u>122.99</u>
X.	EL VIENTO/S. GRANADOS POCKET PARK	\$ <u>194.00</u>
Y.	HIGHWAY 101 WEST SIDE IMPROVEMENTS (From Dahlia to just north of Cliff Street)	\$ <u>1,282.00</u>
Z.	SOLANA HILLS COURT SLOPE (North side west of Solana Hills Dr.)	\$ <u>262.92</u>
AA.	SOUTH CEDROS AND VIA DE LA VALLE PARKWAYS (East and west sides of S. Cedros)	\$ <u>460.73</u>
BB.	SAN ANDRES STREET MEDIANS (From City Limits north to Highland Dr.)	\$ <u>450.40</u>

CC.	SAN DIEGUITO PARK PLANTERS & MONUMENTS & LOMAS SANTA FE DR. AND HIGHLAND DR. (Highland at San Andreas)	\$ <u>494.41</u>
DD.	Stevens Ave. Median Islands at Genevieve	\$ <u>171.52</u>
EE.	SOLANA HILLS TRAIL HEAD	\$ <u>268.27</u>
FF.	SEASCAPE LOT	\$ <u>180.66</u>
GG.	I-5: 4-CORNERS	\$ <u>288.79</u>
HH.	PINION SCULPTURE	\$ <u>244.67</u>
II.	SANTA HELENA MEDIAN AT SUN VALLEY	\$ <u>223.25</u>
JJ.	Coastal Rail Trail- Part Time Landscape Maintenance Worker	\$ <u>3,410.31</u>

TOTAL MONTHLY LANDSCAPE PROPOSAL IN NUMBERS: \$ 27,990.07

TOTAL MONTHLY PROPOSAL IN WORDS: Twenty seven thousand, nine hundred and ninety
dollars and seven cents

TOTAL ANNUAL LANDSCAPE PROPOSAL IN NUMBERS: \$ 335,880.84

TOTAL ANNUAL PROPOSAL IN WORDS: Three hundred thirty five thousand, eight hundred
eighty dollars and eighty four cents

MAINTENANCE WORKER HOURLY RATE \$ 42.00

SUPERVISOR HOURLY RATE \$ 49.00

MARK UP ON MATERIALS 10 %

The Proposal consists of Items A – JJ of the Fee Proposal Schedule. The contractor shall fill in all blanks for all items. The contract award shall be based on the lowest responsible proposal for Items A – JJ of the Fee Proposal Schedule. This may not be the lowest cost proposal. The City reserves the right to select the lowest responsible proposal by analyzing all items of the Fee Proposal Schedule as they relate to the City's need.

SCHEDULE OF TASKS

Property A. Tide Park Beach Access

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property A. Tide Park Beach Access	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Litter Removal	0.5	0	19.69	52	\$ 1,023.88
Weed Removal	0.25	1.69	11.54	52	\$ 599.82
Pruning – Shrubs / Groundcover	0.75	0	29.54	12	\$ 354.42
Sweep Sidewalks & Stairs	0.25	0	9.85	52	\$ 511.94
Hand Water	1.25	0	49.32	12	\$ 590.70
Fertilization – Shrubs / Groundcover	0.5	10.34	30.03	4	\$ 120.12
Mulch Entire Site	3	32.01	150.15	1	\$ 150.15
TOTAL PROPERTY A					\$ 3,351.03

Property B. Fletcher Cove Park

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property B. Fletcher Cove Park	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Irrigation Repair & Inspection	0	50.14	72.64	12	\$ 871.68
Litter Removal	0.3	0	11.81	260	\$ 3,071.64
Weed Removal	0.6	0.32	23.95	260	\$ 6,226.48
Pruning – Shrubs / Groundcover	0.6	0	23.63	260	\$ 6,143.28
Edging	0.25	0	9.85	260	\$ 2,559.70
Sidewalk, Tot-Lot, & Ramp Sweeping	0.25	0	9.85	260	\$ 2,559.70
Mowing – Turf	0.75	0	29.54	52	\$ 1,535.82
Aerification – Turf	3	181.00	299.14	2	\$ 598.28
Fertilization – Turf	0.5	57.97	77.66	4	\$ 310.94
Mulch Entire Site	40	480.00	2,055.20	1	\$ 2,055.20
Renovation – Turf/Sod Repairs	7	135.00	410.66	2	\$ 821.32
Plant Replacement	2	116.00	194.76	6	\$ 1,168.56
TOTAL PROPERTY B					\$ 27,922.30

Property C. Seascape Sur Beach Access

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property C. Seascape Sur Beach Access	Hrly Rate x Time				
Supervisory Inspection				12	\$
Irrigation Repair & Inspection	0.25	\$7.69	\$18.94	12	\$ 227.28
Litter Removal	0.25	0	\$9.85	52	\$ 511.94
Weed Removal	0.75	\$0.46	\$30.00	52	\$ 1,559.74
Pruning – Shrubs / Groundcover	1.21	0	\$47.65	52	\$ 2,477.79
Clean Electrical Bollards	0.25	0	\$9.85	12	\$ 118.14
Sweep Sidewalk & Stairs	0.5	0	\$19.69	52	\$ 1,023.88
Fertilization – Shrubs / Groundcover	0.75	\$26.52	\$56.06	4	\$ 224.22
Mulch Entire Site	3	\$224.04	\$342.18	1	\$ 342.18
Pruning – Trees	2	0	\$78.76	1	\$ 78.76
TOTAL PROPERTY C					\$ 6,563.93

Property D. La Colonia Park & Stevens Lot Frontage Improvements

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property D. La Colonia Park	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0
Irrigation Repair & Inspection	2	\$3.92	\$93.92	12	\$ 1,127.04
Litter Removal	0.25	0	\$9.85	260	\$ 2,559.70
Weed Removal	0.25	\$0.43	\$10.28	260	\$ 2,671.50
Pruning – Shrubs / Groundcover	2.25	0	\$88.61	12	\$ 1,063.26
Edging	1.5	0	\$59.07	12	\$ 708.84
Sweep Sidewalks	0.25	0	\$9.85	260	\$ 2,559.70
Mowing – Turf	5	0	\$196.90	52	\$ 10,238.80
Clean & Maintain Bio-Swale	0.75	0	\$29.54	12	\$ 354.42
Fertilization – Shrubs / Groundcover	0.5	\$39.75	\$59.44	4	\$ 237.76
Pruning – Trees	1.5	0	\$59.07	2	\$ 118.14
Aerification – Turf	8	\$151.00	\$466.04	2	\$ 932.08
Turf Replacement	0.75	\$158.00	\$187.54	4	\$ 375.07
Mulch Entire Site	24	\$480.00	\$1,425.12	1	\$ 1,425.12
Fertilization – Turf	8	\$156.00	\$471.04	4	\$ 1,884.16

TOTAL PROPERTY D	\$ 26,255.59
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Property E. The Plaza

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property E. The Plaza	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Irrigation Repair & Inspection	0.75	\$11.92	\$45.67	12	\$ 548.04
Litter Removal	0.5	0	\$19.69	26	\$ 511.94
Weed Removal	0.5	\$1.00	\$20.69	26	\$ 537.94
Pruning – Shrubs / Groundcover	1.5	0	\$59.07	12	\$ 708.84
Edging	1	0	\$39.38	26	\$ 1,023.88
Sweep Sidewalks	0.5	0	\$19.69	26	\$ 511.94
Clean Parking Lots	0.5	0	\$19.69	26	\$ 511.94
Maintain Fountain	0.5	\$13.82	\$33.51	26	\$ 871.26
Wipe Down Kiosk & Bus Bench	1	\$3.00	\$42.38	12	\$ 508.56
Fertilization – Shrubs / Groundcover	0.75	\$39.75	\$69.29	4	\$ 277.14
Pruning – Trees	1.5	\$10.00	\$69.07	2	\$ 138.14
Fertilization - Trees	0.25	0	\$9.85	1	\$ 9.85
Mulch Entire Site	15	\$159.96	\$750.66	1	\$ 750.66
TOTAL PROPERTY E					\$ 6,910.13

Property F. Hwy 101 Medians North & South

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property F. Hwy 101 Medians North & South	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Irrigation Repair & Inspection	2.5	\$83.33	\$195.83	12	\$ 2,349.96
Litter Removal	2	0	\$78.76	12	\$ 945.12
Weed Removal	2	\$6.37	\$85.13	12	\$ 1,021.56
Pruning – Shrubs / Groundcover	10	0	\$393.80	12	\$ 4,725.60
Sweep Paved Tops of Medians	1.25	0	\$49.23	12	\$ 590.70
Trim Trees Clear of Travel Way	45	0	\$1,772.10	1	\$ 1,772.10
Mulch Entire Site	60	\$1,440.00	\$3,802.80	1	\$ 3,802.80
TOTAL PROPERTY F					\$ 15,207.84

Property G. City Hall

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property G. City Hall	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Irrigation Repair & Inspection	0.75	\$5.00	\$38.75	12	\$ 465.00
Litter Removal	0.25	0	\$9.85	104	\$ 1,023.88
Weed Removal	0.5	\$0.31	\$20.00	104	\$ 2,080.00
Pruning – Shrubs / Groundcover	1.25	0	\$49.23	12	\$ 590.70
Sidewalk / Parking Lot Sweeping	0.5	0	\$19.69	104	\$ 2,047.76
Remove Pine Needles	0.25	0	\$9.85	104	\$ 1,023.88
Clean Atrium	0.5	0	\$19.69	104	\$ 2,047.76
Fertilization – Shrubs / Groundcover	0.5	\$38.93	\$58.62	4	\$ 234.48
Pruning – Trees	2	0	\$78.76	2	\$ 157.52
Fertilization – Trees	0.5	\$10.00	\$29.69	1	\$ 29.69
Mulch Entire Site	9	\$96.00	\$450.42	1	\$ 450.42
TOTAL PROPERTY G					\$ 10,151.09

Property H. Fletcher Cove Community Center & Park Overlook

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property H. Fletcher Cove Community Center	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Litter Removal	0.75	0	\$29.54	156	\$ 4,607.46
Weed Removal	0.8	\$0.45	\$31.95	156	\$ 4,984.82
Pruning – Shrubs / Groundcover/ Agave Leaves that Encroach onto the Pathway	4	0	\$157.52	12	\$ 1,890.24
Sidewalk Sweeping	1	0	\$39.38	156	\$ 6,143.28
Hand Water	1.75	0	\$68.92	52	\$ 3,583.58
Fertilization – Shrubs / Groundcover	1.5	\$92.76	\$151.83	4	\$ 607.32
Plant Replacement	8	\$48.00	\$363.04	4	\$ 1,452.16
Repair/ Replenish DG Pathway	16	\$240.00	\$870.08	1	\$ 870.08
Replace Cobble Stones	8	\$132.00	\$447.04	1	\$ 447.04
Mulch Entire Site	120	\$1,280.00	\$6,005.60	1	\$ 6,005.60
TOTAL PROPERTY H					\$ 30,591.58

Property I. Southwest Corner of Nardo & Stevens Avenue

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property I. Southwest Corner of Nardo & Stevens Avenue	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Irrigation Repair & Inspection	0.5	\$5.00	\$27.50	12	\$ 330.00
Litter Removal	0.5	0	\$19.69	12	\$ 236.28
Weed Removal	0.75	\$3.70	\$33.24	12	\$ 398.82
Pruning – Shrubs / Groundcover	2.5	0	\$98.45	12	\$ 1,181.40
Sidewalk	0.25	0	\$9.85	12	\$ 118.14
Fertilization – Shrubs / Groundcover	0.5	\$22.75	\$42.44	4	\$ 169.76
Fertilization - Trees	0.5	\$6.37	\$26.06	1	\$ 26.06
Pruning - Trees	0.75	0	\$29.54	2	\$ 59.07
TOTAL PROPERTY I					\$ 2,519.53

Property J. Ivy on Retaining Walls on Stevens/Nardo Ave.

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property J. Ivy on Retaining Walls on Stevens/Nardo Ave.	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Irrigation Repair & Inspection	0.5	\$7.00	\$29.50	12	\$ 354.00
Litter Removal	0.25	0	\$9.85	12	\$ 511.94
Weed Removal	0.5	\$0.79	\$20.48	12	\$ 1,064.96
Pruning – Shrubs / Groundcover	1	0	\$39.38	12	\$ 472.56
Maintain Concrete Drainage Swale	0.5	0	\$19.69	12	\$ 236.28
Cut Back / Manicure Ivy	1	0	\$39.38	12	\$ 2,047.76
Mulch Entire Site	15	\$160.00	\$750.70	1	\$ 750.70
TOTAL PROPERTY J					\$ 5,438.20

Property J. Ivy on Retaining Walls on Stevens/Nardo Ave.

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property J. Ivy on Retaining Walls on Stevens/Nardo Ave.	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Irrigation Repair & Inspection	1.5	\$7.00	\$74.50	12	\$ 894.00
Litter Removal	0.25	0	\$9.85	12	\$ 511.94
Weed Removal	0.5	\$0.79	\$20.48	12	\$ 1,064.96
Pruning – Shrubs / Groundcover	3	0	\$118.14	12	\$ 1,417.68
Maintain Concrete Drainage Swale	0.75	0	\$29.54	12	\$ 354.42
Cut Back / Manicure Ivy	6.5	0	\$255.97	12	\$ 13,310.44
Mulch Entire Site	15	\$160.00	\$750.70	1	\$ 750.70
TOTAL PROPERTY J					\$ 18,304.14

Property K. Coastal Rail Trail from Via De La Valle to North City Boundary Limits

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property K. Coastal Rail Trail from Via De La Valle to North City Boundary Limits	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Irrigation Repair & Inspection	1	\$5.00	\$50.00	12	\$ 600.00
Litter Removal	0.25	0	\$9.85	208	\$ 2,047.76
Weed Removal	1.05	\$4.78	\$46.13	208	\$ 9,594.83
Pruning – Shrubs / Groundcover	2	0	\$78.76	24	\$ 1,890.24
Sweep Bikeway & Pedestrian Path	1.25	0	\$49.23	208	\$ 10,238.80
Pest Control	1	\$75.00	\$114.38	12	\$ 1,372.56
Rake Planter	1.25	0	\$49.23	208	\$ 10,238.80
Fertilization – Shrubs / Groundcover	7	\$556.00	\$831.66	4	\$ 3,326.64
Pruning – Trees	8	0	\$315.04	2	\$ 630.08
Fertilization – Trees	4	\$129.00	\$286.52	1	\$ 286.52
Mulch Entire Trail	64	\$9,451.00	\$11,971.32	1	\$ 11,971.32
Cut Grasses	130	0	\$5,119.40	1	\$ 5,119.40
Replenish All DG Areas	10	\$517.00	\$910.80	1	\$ 910.80
TOTAL PROPERTY K					\$ 58,227.75

Property L. Distillery Parking Lot

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property L. Distillery Parking Lot	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Irrigation Repair & Inspection	0.5	\$5.00	\$27.50	12	330.00
Litter Removal	0.25	0	\$9.85	12	\$ 118.14
Weed Removal	0.25	\$2.49	\$12.34	12	\$ 148.02
Pruning – Shrubs / Groundcover	1	0	\$39.38	12	\$ 472.56
Edging	0.75	0	\$29.54	12	\$ 354.42
Sidewalk Sweeping	0.25	0	\$9.85	12	\$ 118.14
Mowing	0.25	0	\$9.85	52	511.94
Fertilization – Shrubs / Groundcover	0.75	\$25.44	\$54.98	4	\$ 219.90
Mulch Entire Site	10	\$96.00	\$489.80	1	\$ 489.80
TOTAL PROPERTY L					\$ 2,762.92

Property M. Landscape Areas Surrounding the Public Works Facility

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property M. Landscape Areas Surrounding the Public Works Facility	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Irrigation Repair & Inspection	0.5	\$21.67	\$44.17	12	\$ 530.04
Litter Removal	0.25	0	\$9.85	12	\$ 118.14
Weed Removal	0.75	\$3.29	\$32.83	12	\$ 393.90
Pruning – Shrubs / Groundcover	0.25	0	\$9.85	12	\$ 118.14
Edging	0.5	0	\$19.69	12	\$ 236.28
Sidewalk Sweeping	0.5	0	\$19.69	12	\$ 236.28
Fertilization – Shrubs / Groundcover	1	\$101.00	\$140.38	4	\$ 561.52
Mulch Entire Site	25	\$255.96	\$1,240.46	1	\$ 1,240.46
Trim Perimeter Hedge	14.5	0	\$571.01	2	\$ 1,142.02
TOTAL PROPERTY M					\$ 4,576.78

Property N. Lomas Santa Fe Medians Including 14 Queen Palms

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property N. Lomas Santa Fe Medians Including 14 Queen Palms	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Irrigation Repair & Inspection	1	\$24.67	\$69.67	12	\$ 836.04
Litter Removal	0.5	0	\$19.69	12	\$ 236.28
Weed Removal	0.75	\$6.75	\$36.29	12	\$ 435.42
Pruning – Shrubs / Groundcover	1	0	\$39.38	12	\$ 472.56
Edging	0.5	0	\$19.69	12	\$ 236.28
Sidewalk Sweeping	0.5	0	\$19.69	12	\$ 236.28
Fertilization – Shrubs / Groundcover	0.5	\$47.97	\$67.66	4	\$ 270.64
Fertilization – Trees	1.5	\$64.65	\$123.72	4	\$ 494.88
Trim Trees	2	0	\$78.76	2	\$ 157.52
Mulch Entire Site	4	\$32.00	\$189.52	1	\$ 189.52
TOTAL PROPERTY N					\$ 3,565.42

Property O. Del Mar Shores Parking Lots (2)

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property O. Del Mar Shores Parking Lots (2)	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Irrigation Repair & Inspection	0.75	\$33.32	\$67.07	12	\$ 804.84
Litter Removal	0.25	0	\$9.85	12	\$ 118.14
Weed Removal	1	\$4.99	\$44.37	12	\$ 532.44
Pruning – Shrubs / Groundcover	2.5	0	\$98.45	12	\$ 1,181.40
Edging	0.75	0	\$29.54	12	\$ 354.42
Sidewalk Sweeping	0.5	0	\$19.69	12	\$ 236.28
Fertilization – Shrubs / Groundcover	0.5	\$26.52	\$46.21	4	\$ 184.84
Mulch Entire Site	20	\$159.96	\$947.56	1	\$ 947.56
TOTAL PROPERTY O					\$ 4,359.92

Property P. Solana Beach & Tennis Club Parking Lot / Overlook Area

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property P. Solana Beach & Tennis Club Parking Lot / Overlook Area	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Litter Removal	0.25	0	\$9.85	12	\$ 118.14
Weed Removal	0.5	\$2.23	\$21.92	12	\$ 263.04
Pruning – Shrubs / Groundcover	2	0	\$78.76	12	\$ 945.12
Fertilization – Shrubs / Groundcover	0.25	\$12.72	\$22.57	4	\$ 90.26
Fertilization – Trees	0.25	5	\$14.85	1	\$ 14.85
Pruning – Trees	0.5	0	\$19.69	2	\$ 39.38
Mulch Entire Site	12	96	\$568.56	1	\$ 568.56
TOTAL PROPERTY P					\$ 2,039.35

Property Q. Del Mar Shores Beach Access

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property Q. Del Mar Shores Beach Access	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Litter Removal	0.25	0	\$9.85	52	\$ 511.94
Weed Removal	0.5	0.61	\$20.30	52	\$ 1,055.60
Pruning – Shrubs / Groundcover	0.75	0	\$29.54	12	\$ 354.42
Sidewalk Sweeping	0.5	0	\$19.69	52	\$ 1,023.88
Hedge Trimming	0.75	0	\$29.54	12	\$ 354.42
Mulch Entire Site	6	\$63.96	\$300.24	1	\$ 300.24
TOTAL PROPERTY Q					\$ 3,600.50

Property R. Solana Beach Fire Station

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property R. Solana Beach Fire Station	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Irrigation Repair & Inspection	0.75	5	\$38.75	52	\$ 2,015.00
Litter Removal	0.25	0	\$9.85	52	\$ 511.94
Weed Removal	0.5	\$1.18	\$20.87	52	\$ 1,085.24
Pruning – Shrubs / Groundcover	1.25	0	\$49.23	12	\$ 590.70
Edging	0.25	0	\$9.85	52	\$ 511.94
Sidewalk Sweeping	0.3	0	\$11.81	52	\$ 614.33
Fertilization – Shrubs / Groundcover	1.5	\$50.48	\$109.55	6	\$ 657.30
Plant Replacement	0.5	\$13.50	\$33.19	12	\$ 398.28
Mulch Entire Site	10	\$96.00	\$489.80	1	\$ 489.80
TOTAL PROPERTY R					\$ 6,874.53

Property S. Marine View Right of Way / Slope

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property S. Marine View Right of Way / Slope	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Irrigation Repair & Inspection	0.5	\$23.20	\$38.60	12	\$ 463.20
Litter Removal	0.25	0	\$9.85	12	\$ 118.14
Weed Removal	0.5	\$10.40	\$30.09	12	\$ 361.08
Pruning – Shrubs / Groundcover	2.75	0	\$108.30	12	\$ 1,299.54
Sweep Sidewalks	0.5	0	\$19.69	12	\$ 236.28
Plant Replacement	2	\$58.00	\$136.76	12	\$ 1,641.12
Fertilization – Shrubs / Groundcover	0.5	\$151.44	\$171.13	4	\$ 684.52
Mulch Entire Site	10	\$96.00	\$489.80	1	\$ 489.80
TOTAL PROPERTY S					\$ 5,293.68

Property T. Eden Gardens Pump Station

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property T. Eden Gardens Pump Station	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Irrigation Repair & Inspection	0.5	\$83.33	\$105.83	12	\$ 1,269.96
Litter Removal	0.5	0	\$19.69	12	\$ 236.28
Weed Removal	0.75	\$2.64	\$32.18	12	\$ 386.10
Pruning – Shrubs / Groundcover	2.5	0	\$98.45	12	\$ 1,181.40
Sweep Sidewalks	0.5	0	\$19.69	12	\$ 236.28
Fertilization – Shrubs / Groundcover	0.75	\$39.78	\$69.32	4	\$ 277.26
Mulch Entire Site	15	\$128.04	\$718.74	1	\$ 718.74
Pruning Trees	1.5	0	\$59.07	2	\$ 118.14
TOTAL PROPERTY T					\$ 4,424.16

Property U. Pacific Avenue Overlook

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property U. Pacific Avenue Overlook	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Litter Removal	0.2	0	\$7.88	12	\$ 94.51
Weed Removal	0.2	\$2.97	\$10.85	12	\$ 130.15
Sweep Sidewalks	0.2	0	\$7.88	12	\$ 94.51
Hedge Trimming	0.75	0	\$29.54	12	\$ 354.42
Mulch Entire Site	2	\$33.36	\$112.12	1	\$ 112.12
TOTAL PROPERTY U					\$ 785.72

Property V. Sun Valley Pocket Park

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property V. Sun Valley Pocket Park	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Litter Removal	0.12	0	\$4.73	52	\$ 245.73
Weed Removal	0.25	\$0.59	\$10.44	52	\$ 542.62
Edging	0.25	0	\$9.85	52	\$ 511.94
Sidewalk Sweeping	0.25	0	\$9.85	52	\$ 511.94
Irrigation Repair and Inspection	0.75	\$7.95	\$41.70	12	\$ 2,168.40
Mowing	1.3	0	\$51.19	52	\$ 2,662.09
Fertilizing Turf	2.25	\$108.42	\$197.03	2	\$ 394.05
Sod Replacement	0.75	\$100.00	\$129.54	2	\$ 259.07
Aerating	2	\$181.98	\$260.74	2	\$ 521.48
TOTAL PROPERTY V					\$ 7,817.32

Property W. North City Limits Entrance Sign Area

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property W. North City Limits Entrance Sign Area	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Irrigations Repair & Inspection	0.25	\$33.32	\$44.57	12	\$ 534.84
Litter Removal	0.2	0	\$7.88	12	\$ 94.51
Weed Removal	0.2	\$1.80	\$9.68	12	\$ 116.11
Pruning – Shrubs / Groundcover	0.5	0	\$19.69	12	\$ 236.28
Fertilization – Shrubs / Groundcover	0.25	\$11.51	\$21.36	4	\$ 85.42
Palm Tree Trimming	0.38	0	\$14.96	2	\$ 29.93
Plant Replacement	2	\$300.00	\$378.76	2	\$ 378.76
TOTAL PROPERTY W					\$ 1,475.85

Property X. El Viento / S. Granados Pocket Park

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property X. El Viento / S. Granados Pocket Park	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Litter Removal	0.25	0	\$9.85	12	\$ 118.14
Weed Removal	0.5	\$5.93	\$25.62	12	\$ 307.44
Plant Replacement	1	\$25.00	\$64.38	12	\$ 386.28
Repair / Replenish DG	2	\$256.00	\$334.76	1	\$ 334.76
Mulch Entire Site	21	\$244.00	\$1,050.98	1	\$ 1,050.98
TOTAL PROPERTY X					\$ 2,334.12

Property Y. Highway 101 West Side Improvements

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property Y. Highway 101 West Side Improvements	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Irrigation Repair & Inspection	0.25	\$21.67	\$32.92	12	\$ 395.04
Litter Removal	0.25	0	\$9.85	156	\$ 1,535.82
Weed Removal	0.25	\$1.64	\$11.49	156	\$ 1,791.66
Pruning – Shrubs / Groundcover	1.25	0	\$49.23	12	\$ 590.70
Sidewalk Sweeping	0.5	0	\$19.69	156	\$ 3,071.64
Pest Control	0.5	\$15.00	\$34.69	12	416.28
Fertilization – Shrubs / Groundcover	2	\$269.00	\$347.76	4	\$ 1,391.04
Pruning – Trees	6	0	\$236.28	2	\$ 472.56
Fertilization – Trees	1.5	\$15.00	\$74.07	1	\$ 74.07
Mulch Entire Site	55	\$1,280.04	\$3,445.94	1	\$ 3,445.94
Cut Grasses	32	0	\$1,260.16	1	\$ 1,260.16
Replenish DG	8	\$587.76	\$902.80	1	\$ 902.80
TOTAL PROPERTY Y					\$ 15,385.95

Property Z. Solana Hills Court Slope

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property Z.	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Irrigation Repair & Inspection	0.5	0	\$22.50	12	\$ 270.00
Litter Removal	0.25	0	\$9.85	12	\$ 118.14
Weed Removal	0.75	\$4.85	\$34.39	12	\$ 412.62
Pruning – Shrubs / Groundcover	1.25	0	\$49.23	12	\$ 590.70
Edging – Behind Curb	1.25	0	\$49.23	12	\$ 590.70
Maintain Groundcover to Prevent Erosion	2	0	\$78.76	12	\$ 945.12
Fertilization – Shrubs / Groundcover	2.5	\$50.52	\$148.97	1	\$ 148.97
Pruning – Trees	2	0	\$78.76	1	\$ 78.76
TOTAL PROPERTY Z					\$ 3,155.01

Property AA. South Cedros and Via De La Valle Parkways

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property AA.	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Litter Removal	0.27	0	\$10.63	52	\$ 552.90
Weed Removal	0.5	\$3.29	\$22.98	26	\$ 597.48
Pruning – Shrubs / Groundcover	1	0	\$39.38	52	\$ 2,047.76
Hand Watering	1.05	0	\$41.35	52	\$ 2,150.15
Fertilization – Shrubs / Groundcover	1	\$50.88	\$90.26	2	\$ 180.52
TOTAL PROPERTY AA					\$ 5,528.80

Property BB. San Andres Street Medians

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property BB.	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Litter Removal	0.25	0	\$9.85	52	\$ 511.94
Weed Removal	0.5	\$3.52	\$23.21	52	\$ 1,206.92
Pruning – Shrubs / Groundcover	0.55	0	\$21.66	52	\$ 1,126.27
Hand Watering	1.25	0	\$49.23	52	\$ 2,559.70
TOTAL PROPERTY BB					\$ 5,404.83

**Property CC. San Dieguito Park Parking, Median Monument
Lomas Santa Fe Dr. and Highland Dr.**

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property CC.	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Litter Removal	0.25	0	\$9.85	52	\$ 511.94
Weed Removal	0.5	\$1.53	\$21.22	52	\$ 1,103.44
Pruning – Shrubs / Groundcover	0.55	0	\$21.66	52	\$ 1,126.27
DG Areas	0.5	\$2.30	\$21.99	52	\$ 1,143.48
Hand Watering	1	0	\$39.38	52	\$ 2,047.76
TOTAL PROPERTY CC					\$ 5,932.89

Property DD. Stevens Ave. Median Islands at Genevieve

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property DD.	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Litter Removal	0.75	0	\$29.54	12	\$ 354.42
Weed Removal	2	\$4.15	\$82.91	12	\$ 994.92
Pruning – Shrubs / Groundcover	1.5	0	\$59.07	12	\$ 708.84
TOTAL PROPERTY DD					\$ 2,058.18

Property EE. Solana Hills Trail

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property EE.	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Litter Removal	2	0	\$78.76	12	\$ 945.12
Weed Removal	2	\$7.14	\$85.90	12	\$ 1,030.80
Plant Replacement	0.5	\$30.00	\$49.69	6	\$ 298.14
Edge/Trim/ Weed Removal East Side of Street	8	0	\$315.04	3	\$ 945.12
TOTAL PROPERTY EE					\$ 3,219.18

Property FF. Seascape Lot

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property FF.	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Litter Removal	1	0	\$39.38	12	\$ 472.56
Weed Removal	1	\$7.14	\$46.52	12	\$ 558.24
Mulch Entire Site	24	\$192.00	\$1,137.12	1	\$ 1,137.12
TOTAL PROPERTY FF					\$ 2,167.92

Property GG. I-5: On/Off Ramps Four Corners

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property GG.	Hrly Rate x Time				
Supervisory Inspection	0	0	0	4	\$ 0.00
Litter Removal	8	0	\$315.04	4	\$ 1,260.16
Weed Removal	8	0	\$315.04	4	\$ 1,260.16
Edging	24	0	\$945.12	1	\$ 945.12
TOTAL PROPERTY GG					\$ 3,465.44

Property HH. Pinion Sculpture

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property HH.	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Litter Removal	1.5	0	\$59.07	12	\$ 708.84
Weed Removal	2	\$6.18	\$84.94	12	\$ 1,019.28
Edging	2	0	\$78.76	12	\$ 945.12
Plant Replacement	0.5	\$46.00	\$65.69	4	\$ 262.76
TOTAL PROPERTY HH					\$ 2,936.00

Property II. Santa Helena Median at Sun Valley

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property ii.	Hrly Rate x Time				
Supervisory Inspection	0	0	0	12	\$ 0.00
Litter Removal	1.5	0	\$59.07	12	\$ 708.84
Weed Removal	1.5	\$6.13	\$65.20	12	\$ 782.40
Edging	1.5	0	\$59.07	12	\$ 708.84
Plant Replacement	0.5	\$24.99	\$44.68	4	\$ 178.72
Mulch Entire Site	6	\$63.96	\$300.24	1	\$ 300.24
TOTAL PROPERTY II					\$ 2,679.04

Property JJ. Coastal Rail Trail- Part Time Landscape Maintenance Worker

TASK DESCRIPTION	LABOR COST	MATERIAL COST	TOTAL (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Property JJ:	Hrly Rate x Time				
20 Hours Per Week	86.6	0	\$3,410.31	12	\$ 40,923.70

YEARLY TOTAL OF "SCHEDULE OF TASK COSTS": \$ 335,880.84

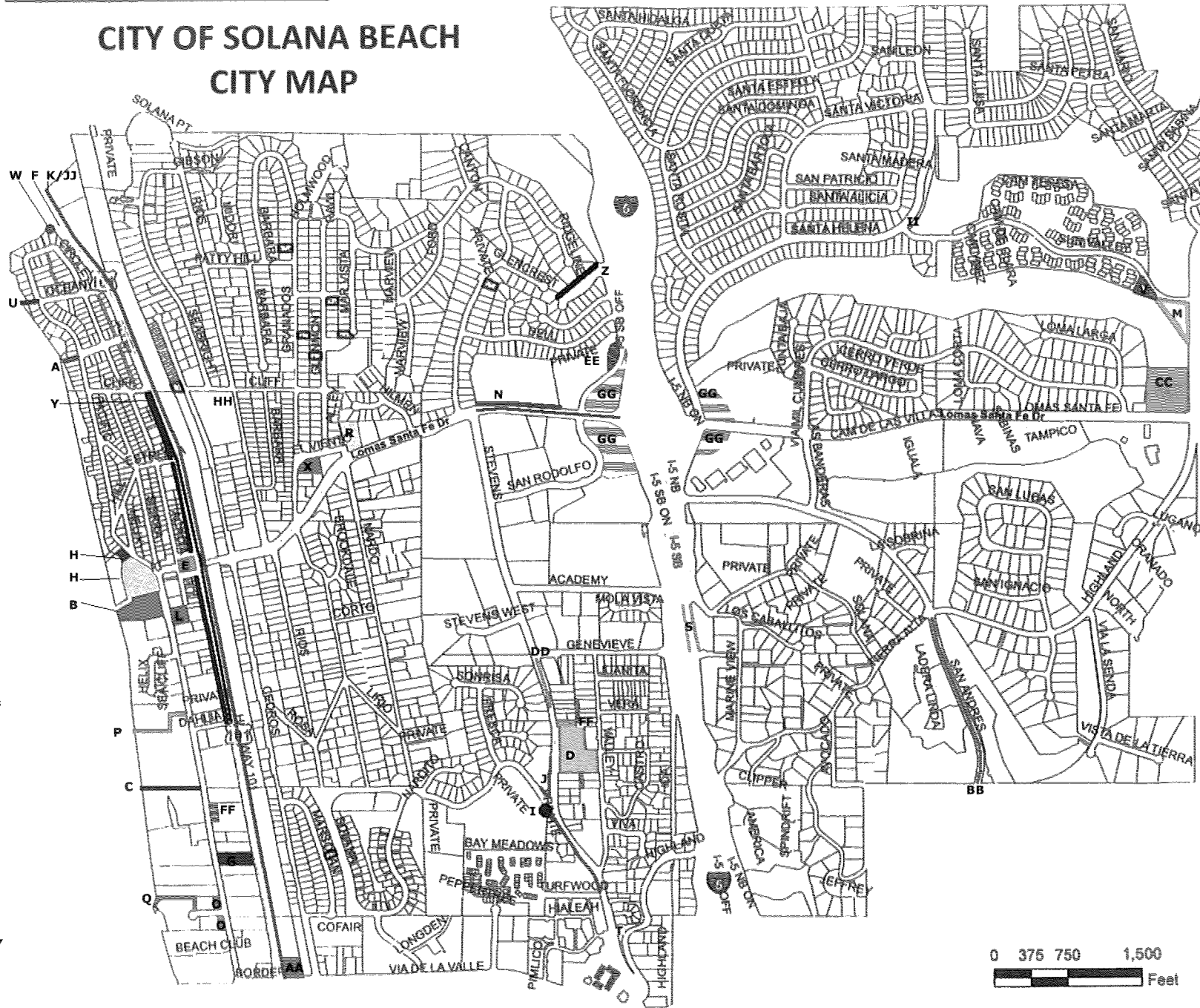
**ALTERNATE BID ITEM # 1.
INTEGRATED PEST MANAGEMENT PLAN** \$ 2,772.00

(This item will not be used to determine the most qualified bidder)

TOTAL PROPOSAL PRICE PER YEAR: \$ 338,652.84

CITY OF SOLANA BEACH CITY MAP

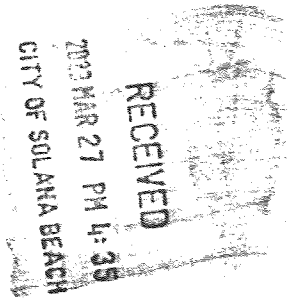
- A - Tide Park Beach Access
- B - Fletcher Cove Park
- C - North Seascape Sur Public Beach Access
- D - La Colonia Park
- E - The Plaza
- F - Highway 101 Medians, North and South
- G - City Hall
- H - Fletcher Cove Community Center
- I - South Corner of Nardo & Stevens Ave
- J - Ivy Surrounding Retaining Walls at Nardo & Stevens
- K - Coastal Rail Trail from Via de la Valle to North City Boundry
- L - Distillery Parking Lot (Sierra Ave)
- M - Landscape Area Surrounding City's Public Works Yard
- N - Medians on Lomas Santa Fe at Solana Hills Including 14 Palms
- O - Del Mar Shores Parking Lots
- P - Solana Beach & Tennis Club Parking Lot
- Q - Del Mar Shores Beach Access
- R - Solana Beach Fire Station
- S - Marine View Right-of-Way
- T - Eden Gardens Pump Station
- U - Pacific Avenue Overlook
- V - Sun Valley Pocket Park
- W - North City Limits Entrance Sign Area
- X - El Viento's Granados Pocket Park
- Y - Highway 101 West Side Improvements
- Z - SOLANA HILLS COURT SLOPE
- AA - S Cedros and Via Valle Parkways
- BB - San Andres Street Medians
- CC - San Dieg. Park Planters & Monument
- DD - Stevens Ave Median Island
- EE - Solana Hills Trail
- FF - Seascape Lot
- GG - I-5 Corners
- HH - PINION SCULPTURE
- II - SANTA HELENA MEDIAN @ SUNVALLEY
- JJ - Coastal Rail Trail PT Lanscape Maint. Worker





NISSHO OF CALIFORNIA, INC.
1902 South Santa Fe Avenue
Vista, CA 92083

The City of Solana Beach
Landscape Maintenance Services
BID NO: 2023-05
DUE: March 28th, 2023 @ 2PM
"SEALED BID"



AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT WITH NISSHO OF CALIFORNIA FOR CITY-WIDE LANDSCAPE MAINTENANCE SERVICES

This Amendment No. 3 to the Professional Services Agreement with Nissho of California, Inc. for City-wide Landscape Maintenance Services ("Amendment No. 3") is entered into and effective as of the 23rd day of April, 2025, by and between the City of Solana Beach, a municipal corporation, ("CITY"), and NISSHO OF CALIFORNIA, INC., a California corporation("CONTRACTOR") (collectively, the "Parties").

RECITALS

A. CITY and CONTRACTOR entered into a Professional Services Agreement with Nissho of California, Inc. for City-wide Landscape Maintenance Services on May 24, 2023 ("Agreement") under which Contractor furnished professional services for city-wide landscape maintenance services to City; and

B. On August 23, 2023, the Parties executed Amendment No. 1 to the Professional Services Agreement with Nissho of California, Inc. for City- wide Landscape Maintenance Services (" Amendment No. 1"), which amended the Agreement for a one- time increase to compensation by twenty four thousand one hundred twenty-five dollars and forty-two cents (\$24,125.42), at a price not to exceed Four Hundred Twelve Thousand Seven Hundred Seventy-Eight dollars and Twenty-Six cents (\$412,778.26); and

C. On July 1, 2024, the Parties executed Amendment No. 2 to the Professional Services Agreement with Nissho of California, Inc. for City-wide Landscape Maintenance Services ("Amendment No. 2"), which extended the term of the Agreement for a period of one (1) year until June 30, 2025; and

D. The CITY now desires to increase the compensation by \$17,554.00, for a revised not to exceed amount of Four Hundred and Six Thousand Two Hundred Six dollars and Eighty-four cents (\$406,206.84) for fiscal year 2024/2025, and to document a change in the Agreement

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. CITY will pay CONTRACTOR for all work associated with the terms of the Agreement, as amended, at an amount not to exceed Four Hundred and Six Thousand Two Hundred Six dollars and Eighty-four cents (\$406,206.84) for fiscal year 2024/2025 only.

2. All requisite insurance policies to be maintained by the CONTRACTOR pursuant to the Agreement, as amended, shall include coverage for this Amendment No. 3. A copy of the CONTRACTOR's updated insurance requirements is attached. (Attachment 1)

3. All other provisions of the Agreement, as amended, shall remain in full force and effect.

4. The individuals executing this Amendment No. 3 and the instruments referenced on behalf of CONTRACTOR each represent and warrant that they have the legal power, right and actual authority to bind CONTRACTOR to the terms and conditions hereof of this Amendment No. 3.

Nissho of California, Inc., a California corporation

CITY OF SOLANA BEACH, a municipal corporation of the State of California

By:

(Sign here)

Alyssa Muto, City Manager

(Print name/title)

(Date)

(Date)

APPROVED AS TO CONTENT:

Joe Lim, Community Development Director

APPROVED AS TO FORM:

Johanna Canlas, City Attorney

ATTEST:

Angela Ivey, City Clerk



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: April 23, 2025
ORIGINATING DEPT: Community Development Department - Katie Benson, Senior Planner
SUBJECT: **Continued Public Hearing: Request for a DRP to Construct Landscape and Site Improvements at 705 Barbara Avenue (Applicant: Dale Watkins; Application: DRP23-013; APN: 263-091-07; Resolution 2025-007)**

BACKGROUND:

The Applicant, Dale Watkins, is requesting City Council approval of a Development Review Permit (DRP) to legalize unpermitted site improvements including grading, drainage, hardscape, landscaping, fences and walls, a deck, and a swim spa at 705 Barbara Avenue. The DRP is required due to the amount of grading associated with the unpermitted work.

The project was originally considered by the City Council at a noticed public hearing on January 29, 2025. Concerns were raised by members of the City Council and neighbors, Carl and Brandy Bullen, regarding the project's conformance with the development review criteria set forth in Solana Beach Municipal Code (SBMC) Section 17.68.040.F, specifically with respect to potential view blockage from trees and shrubs at their respective mature heights. After receiving public testimony and evidence concerning the project, the Council continued the public hearing to a date-certain Council meeting on March 12, 2025, to allow the Applicant the opportunity to address the noted concerns. Following the original meeting, the Applicant and the Bullens informed Staff that they were making progress in their negotiations, but would not be prepared for the March 12, 2025 meeting. At the March 12, 2025 meeting, the City Council voted to continue the public hearing to a date-certain Council meeting on April 23, 2025. The Staff Report and associated documents from the January 29, 2025 meeting are available for review on the City's website under Item B.3 (<https://www.cityofsolanabeach.org/en/city-council-meetings>).

The issue before the Council is whether to approve, approve with conditions, or deny the Applicant's request for a DRP as contained in Resolution 2025-007 (Attachment 1). The

CITY COUNCIL ACTION:

Applicant has provided a revised landscape plan, which is included in the project plans in Attachment 2 and referenced in the Resolution.

DISCUSSION:

At the January 29, 2025 City Council meeting, the City Council and the Bullens shared concerns regarding the potential view blockage from various trees and hedges, which are listed with their respective mature height in the table below. Concerns were also shared regarding the enforceability of the maintenance noted with three of the plant types.

Plant Name	Qty	Mature Height	Maintenance Height
"Swan Hill" Fruitless Olive	1	30' – 35'	9'
Dwarf Southern Magnolia	2	20' – 25'	--
Chinese Pistache	3	30' – 40'	12'
Long Leaved Yellow-Wood (Podocarpus)	11	25' – 40'	6'
Natchez Crape Myrtle	1	20'	--

The Applicant accepted the City Council's offer to continue the public hearing and the opportunity to negotiate a revised landscape plan and a potential private maintenance agreement with Bullens. The revised plan (dated March 17, 2025, and included in Attachment 2) includes replacement of the olive tree with a smaller variety, preservation of one of the two magnolia trees, removal of the three pistache trees, preservation of the podocarpus hedge with the note for maintenance at six feet, and replacement of the crape myrtle with a smaller variety. The revised proposal does not include a maintenance agreement with the neighbor (Bullens). The changes are outlined in the table below:

Plant Name	Qty	Mature Height	Maintenance Height
"Swan Hill" Fruitless Olive	1	30' – 35'	9'
Little Ollie Dwarf Olive	1	6' – 8'	--
Dwarf Southern Magnolia	2 1	20' – 25'	--
Chinese Pistache	3	30' – 40'	12'
Long Leaved Yellow-Wood (Podocarpus)	11	25' – 40'	6'
Natchez Crape Myrtle	1	20'	--
Zuni Crape Myrtle	1	8' – 10'	--

Development Review Permit Compliance (SBMC Section 17.68.40):

A DRP is required because the proposed development includes grading in excess of 100 cubic yards, grading in excess of 50 cubic yards in the HOZ, and grading in excess of 50 cubic yards in the SAOZ. The Council may approve, or conditionally approve, a DRP only if all of the findings can be made, which include additional development review criteria for the HOZ and SAOZ. Resolution 2025-007 provides the full discussion of the findings. Below is an updated analysis of the findings relative to the proposed changes to the landscape plan.

DRP Finding #1

Water Efficient Landscape Ordinance:

The project is subject to the current water efficient landscaping regulations of SBMC Chapter 17.56. A Landscape Documentation Package is required for new development projects with an aggregate landscape equal to or greater than 500 square feet requiring a building permit, plan check, or development review. The revised landscape plan has been reviewed by the City's third-party landscape architect, who has recommended approval. The Applicant will be required to submit detailed construction landscape drawings that will be reviewed by the City's third-party landscape architect for conformance with the approved plan. In addition, the City's consultant will perform an inspection during the construction phase of the project.

DRP Finding #2

Development Review Criteria #3 – Landscaping: *The removal of significant native vegetation shall be minimized. Replacement vegetation and landscaping shall be compatible with the vegetation of the surrounding area. Trees and other large plantings shall not obstruct significant views when installed or at maturity.*

The subject landscape plan maintains some of the existing perimeter trees and shrubs along the rear property line and Patty Hill Drive public right-of-way. The Applicant planted various low shrubs, privacy hedges along the northern property line and western half of the southern property line, and various trees. Concerns were raised regarding potential view blockage from various trees and hedges planted without the benefit of the City Council's approval. The subject landscape plan legalizes various low shrubs, hedges, and trees that are to be maintained, and it specifies removal and replacement of other plant types including: replacement of the "Swan Hill" Fruitless Olive tree with a Little Ollie Dwarf Olive tree; removal of one Dwarf Southern Magnolia trees; removal of the three Chinese Pistache trees; and replacement of the Natchez Crape Myrtle tree with a Zuni Crape Myrtle tree, which have been included in the conditions of approval. Additionally, while not conditioned, the applicant has proposed the maintenance of the Long Leaved Yellow-Wood (Podocarpus) hedge along the northwest property line at a maximum height of six feet;

HOZ Development Review Criteria #5 – Vegetation: *Vegetation shall be used to blend structures with the surrounding landscape, soften the impact of development on manufactured slopes, and provide erosion control. Landscaping shall be used to screen views of down slope elevations. Landscaping material shall consist of native or naturalized plant material that blends naturally with the landscape and provides screening. An irrigation system that utilizes water and energy conservation techniques, sufficient to establish, and if required, facilitate revegetation and minimize erosion shall be used. Required rear yard landscape buffer areas shall be planted with land material that is sufficient in size and quantity to adequately buffer and screen views from down slope elevations to minimize impacts within existing adjacent residential development. Landscaping shall not exceed the height of adjacent rooflines, either when installed or when they reach maturity.*

SBMC 17.48.020(H)(3) requires that slopes that exist in an unnatural condition provide a minimum 20-foot landscaped buffer area along the rear property line to provide visual screening for adjacent residents to the west, as well as minimize view blockage for residents to the east. The existing landscaping along the rear slope and the portions of the Patty Hill Drive public right-of-way has been maintained. The remainder of the lot and public right-of-way were replanted with a variety of shrubs, hedges, and trees. The subject landscape plan and conditions of approval legalize the unpermitted planting that would remain and specify the removal, replacement, and maintenance of various trees and hedges to ensure the landscaping would not exceed the height of adjacent rooflines. Artificial turf was also installed in the yard area. The portion of artificial turf that encroaches into the landscape buffer will be removed as a condition of approval.

SAOZ Development Review Criteria #3 – Landscaping: The removal of native vegetation shall be minimized and the replacement vegetation and landscaping shall be compatible with the vegetation of the designated area. Landscaping and plantings shall be used to the maximum extent practicable to screen those features listed in paragraphs (F)(4), (5) and (6) of this subsection. Landscaping and plantings shall not obstruct significant views, either when installed or when they reach mature growth.

The vegetation under consideration for legalization and replacement is non-invasive and harmonizes with the natural landscape of the designated area. The subject landscaping would screen the yard from adjacent properties and the Patty Hill Drive public right-of-way. As modified and conditioned, the final landscape plan would not obstruct significant views when installed or at maturity.

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 January 16, 2025. The Public Hearing was opened at the January 29, 2025, City Council meeting and continued, date-certain, to March 12, 2025, at which time it was continued, date-certain to April 23, 2025.

CEQA COMPLIANCE STATEMENT:

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the State CEQA Guidelines. Class one consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.

FISCAL IMPACT: N/A

WORK PLAN: N/A

OPTIONS:

- Approve Staff recommendation adopting the attached Resolution 2025-007.
- Approve Staff recommendation subject to additional specific conditions necessary for the City Council to make all required findings for the approval of a DRP.
- Deny the project if all required findings for the DRP cannot be made.


DEPARTMENT RECOMMENDATION:

The proposed project meets the minimum zoning requirements under the SBMC, may be found to be consistent with the General Plan, and may be found, as conditioned, to meet the discretionary findings and supplemental regulations required to approve a DRP in the HOZ and SAOZ. Therefore, should the City Council be able to make the findings to approve the DRP, 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 2025-007 conditionally approving a DRP to legalize unpermitted site improvements including grading, drainage, hardscape, landscaping, fences and walls, a deck, and a swim spa at 705 Barbara Avenue, Solana Beach.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Alyssa Muto, City Manager

Attachments:

1. Resolution 2025-007
2. Revised Landscape Plan dated March 17, 2025

RESOLUTION 2025-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A DEVELOPMENT REVIEW PERMIT TO LEGALIZE UNPERMITTED SITE IMPROVEMENTS AT 705 BARBARA AVENUE, SOLANA BEACH, APN: 263-091-07

APPLICANT: DALE WATKINS
APPLICATION: DRP23-013

WHEREAS, Dale Watkins (hereinafter referred to as “Applicant”), has submitted an application for a Development Review Permit (DRP) pursuant to Title 17 (Zoning) of the Solana Beach Municipal Code (SBMC); and

WHEREAS, the Public Hearing was conducted pursuant to the provisions of Solana Beach Municipal Code Section 17.72.030; and

WHEREAS, at the Public Hearing on January 29, 2025, the City Council received and considered evidence concerning the proposed application; and

WHEREAS, the City Council of the City of Solana Beach, at the request of the Applicant, continued the project to a date certain, March 12, 2025, so that the Applicant could revise the project to address comments made at the January 29, 2025 Council meeting; and

WHEREAS, at the Public Hearing on March 12, 2025, the City Council continued the project to a date certain, April 23, 2025, to allow additional time for the Applicant to negotiate landscape changes with the neighbor; and

WHEREAS, at the Public Hearing on April 23, 2025, the City Council received and considered evidence concerning revisions to the proposed application; 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 to legalize unpermitted site improvements including grading, drainage, hardscape, landscaping, fences and walls, a deck, and a swim spa at 705 Barbara 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 General Plan designates the property as Low Density Residential and is intended for single-family residential development at a maximum density of three dwelling units per acre. The project proposes to maintain the existing single-family residence located on the property. Therefore, the project is consistent with the intended development in the General Plan. The proposed development is found to be consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

Specific Plans and Special Overlays: The property is located in the Hillside Overlay Zone (HOZ), Scenic Area Overlay Zone (SAOZ), Scaled Residential Overlay Zone (SROZ), and Coastal Zone.

Hillside Overlay Zone (HOZ): The subject property is located in the HOZ and specifically within the Barbara Avenue hillside, where slopes in excess of 25 percent inclination exist in an unnatural condition. The purpose of the HOZ is to restrict the grading and development of natural slopes with an inclination of 25 percent or greater in order to preserve natural topography and scenic qualities of the city, protect native habitat and watersheds, and reduce the potential for environmental hazards. However, limited grading and other development activity may be permitted in the unnatural Barbara Avenue hillside provided that the activity is in compliance with the supplemental development regulations outlined in SBMC Section 17.48.020(H), which outline specific rear yard setbacks for structures, permitted accessory encroachments, a required rear yard landscape buffer, and grading limitations. Analysis of the project's consistency with the provisions of the HOZ are provided later in this resolution.

Scenic Area Overlay Zone (SAOZ): The purpose of the SAOZ is to regulate development in areas of high scenic value to preserve and enhance the scenic resources present within and adjacent to such areas and to ensure the exclusion of incompatible uses and structures. It is further recognized that the preservation and enhancement of scenic resources within the City of Solana Beach provides important social,

recreation, and economic benefits for both residents and visitors alike. Specific review criteria are required for properties within designated areas of the SAOZ to ensure that proposed development does not interfere with or degrade those visual features of the site or adjacent sites that contribute to its scenic, historic, or recreational resource. Analysis of the project's consistency with the provisions of the SAOZ are provided later in this Resolution.

Coastal Zone: The entire City of Solana Beach is located within the Coastal Zone. As a condition of project approval, the Applicant will be required to obtain a Coastal Development Permit, Waiver, or Exemption from the California Coastal Commission prior to the issuance of building or grading permits.

Zoning Ordinance Consistency: SBMC Section 17.20.010(B) specifies that the LR Zone is intended for residential development in areas characterized by detached single-family homes on older subdivided lots. SBMC Section 17.20.030 outlines property development regulations including setbacks, floor area, building height, parking, fences, and landscape. The development regulations applicable to the proposed project are analyzed below:

Minimum Yards/Setbacks: Minimum yard dimensions (setbacks) for the property are determined by the setback designator indicated on the City of Solana Beach official zoning map. The setback designator for the subject property is "c", which requires 25-foot front and rear yard setbacks, 10-foot interior side yard setbacks, and 10-foot street side yard setbacks. The Barbara Avenue public right-of-way is greater than 55 feet in width, therefore, the required front yard setback is reduced to 20 feet. Also, alternative rear yard setback requirements apply to properties located in the HOZ with unnatural slopes.

Pursuant to SBMC Section 17.20.030(D)(1)(b), lots that front on a "public right-of-way 55 feet or greater in width, the minimum required front yard shall be reduced to 20 feet." The public right-of-way of Barbara Avenue is 60 feet wide, therefore, the required front yard setback would be reduced to 20 feet. Additionally, the HOZ includes supplemental development regulations for the western portion of properties located in the Barbara Avenue hillside unnatural slopes (SBMC Section 17.48.020(H)), including increased rear yard setbacks for structures, which the existing residence and attached deck comply with.

The supplemental development regulations also require a 20-foot landscape buffer area along the rear property line, where grading is prohibited, and landscaping is required to provide visual screening for adjacent neighbors to the west. Immediately adjacent to the landscape buffer is an additional 20-foot wide "yard area" where grading is permitted to allow an avenue for the creation of a usable play area.

Accessory structures less than 42 inches in height as well as play structures are permitted in this area.

The Applicant added fill soil to raise the yard area approximately one foot and constructed an above-grade swim spa and surrounding deck. The swim spa and deck are less than 42 inches in height measured above the (lower) pre-existing grade of the yard area and comply with the accessory structure regulations. New landscaping was installed throughout the property including in the yard area and landscape buffer. Artificial turf was installed in the yard area west of the swim spa deck and hardscape. The turf encroaches into the landscape buffer, which has been determined by Staff to be inconsistent with the landscape buffer provisions and, therefore, is required to be removed with the project. As conditioned, the project would be consistent with the applicable setbacks.

Fences, Walls and Retaining Walls:

Within the front yard setback, the SBMC Section 17.20.040(O) allows fences and walls, or any combination thereof, to be no higher than 42 inches in height as measured from existing grade, except for an additional 2 feet that is at least 80% open to light. Fences, walls and retaining walls located within the rear and interior side yards are allowed to be up to 6 feet in height with an additional 2 feet that is 50% open to light and air. Additionally, fences in the Barbara Avenue hillside are limited to 42 inches in height, except for required safety fencing.

Existing fencing along the property lines will remain in place with the project. The Applicant is requesting approval of 5-foot-tall fence that would meet required pool fencing requirements.

Currently, the plans show fences and walls that comply with the requirements of SBMC 17.20.040(O) and 17.60.070(C). If the Applicant decides to modify any of the proposed fences and walls or construct additional fences and walls on the project site, a condition of project approval requires compliance with the Municipal Code.

Landscape:

The project is subject to the current water efficient landscaping regulations of SBMC Chapter 17.56. A Landscape Documentation Package is required for new development projects with an aggregate landscape equal to or greater than 500 square feet requiring a building permit, plan check, or development review. The revised landscape plan has been reviewed by the City's third-party landscape architect, who has recommended approval. The Applicant will be required to submit detailed construction landscape drawings that will be reviewed by the City's third-party landscape architect for conformance with the approved

plan. In addition, the City’s consultant will perform an inspection during the construction phase of the project.

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

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

The property is located within the LR Zone. Adjacent properties to the north, east, and southwest are also located within the LR Zone and adjacent properties to the northwest are located in the Midori Court Specific Plan. All surrounding properties are developed with one- and two-story single-family residences. Other properties on the west side of the 700 Block of Barbara Avenue are also located in the Barbara Avenue hillside of the HOZ and subject to the same development regulations as the subject property. The proposed project is, therefore, consistent with the adjacent properties.

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

The subject accessory structures are less than 42 inches in height, located outside of the ten-foot side yard and street side yard setbacks, and comply with the accessory structure limitations of the HOZ.

The project could be found to be sited and designed to minimize adverse impacts on the surrounding properties by the limited appearance of the accessory structures.

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

The subject landscape plan maintains existing perimeter trees and shrubs along the rear property line and Patty Hill Drive public

right-of-way. The Applicant planted various low shrubs, privacy hedges along the northern property line and western half of the southern property line, and various trees. Concerns were raised regarding potential view blockage from various trees and shrubs planted without the benefit of the City Council's approval. The subject landscape plan legalizes various low shrubs, hedges, and trees that are to be maintained, and it specifies removal, replacement, and maintenance of other plant types including: replacement of the "Swan Hill" Fruitless Olive tree with a Little Ollie Dwarf Olive tree; removal of one Dwarf Southern Magnolia trees; removal of the three Chinese Pistache trees; maintenance of the Long Leaved Yellow-Wood (Podocarpus) hedge along the northwest property line at a maximum height of six feet; and replacement of the Natchez Crape Myrtle tree with a Zuni Crape Myrtle tree, which have been included in the conditions of approval.

In compliance with the water efficient landscape regulations, the Applicant is required to submit a landscape construction plan and an inspection will be performed by the City's third-party landscape consultant to verify consistency on site with the approved plan.

- d. *Roads, Pedestrian Walkways, Parking and Storage Areas: Any development involving more than one building or structure shall provide common access roads and pedestrian walkways. Parking and outside storage areas, where permitted, shall be screened from view to the extent feasible, by existing topography, by the placement of buildings and structures, or by landscaping and plantings.*

The two required off-street parking spaces for the single-family residence are provided in the existing three-car garage. A new entry walkway was constructed from Barbara Avenue to the front door and a secondary walkway steps down from the front yard to the driveway. The Applicant also constructed a walkway from the driveway to the rear yard.

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

Site grading has been completed to construct new walkways and a raised, level yard area. The approximate grading quantities consist of 28.5 cubic yards of cut, 92.5 cubic yards of fill, 10 cubic yards of excavation for footings, and 64 cubic yards of import. The grading results in an aggregate grading quantity of 131 cubic yards. The existing retaining walls and rear slopes have been maintained with the completed work.

- f. Lighting: Light fixtures for walkways, parking areas, driveways, and other facilities shall be provided in sufficient number and at proper locations to assure safe and convenient nighttime use. All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding areas per SBMC 17.60.060 (Exterior Lighting Regulations).*

A condition of project approval requires that all new exterior lighting fixtures comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060). 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 yard improvements to a developed single-family lot. Usable open space and recreational facilities are not required according to SBMC Section 17.20.040.

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

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

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

The Applicant is required to obtain approval from the California Coastal Commission prior to issuance of Building and Grading Permits.

B. In accordance with Section 17.48.020 (Hillside Overlay Zone) of the Solana Beach Municipal Code, the City Council finds the following:

I. The development activity meets the intent of all performance standards set forth herein for slopes the exist in a unnatural condition:

a. Site Design. The site design should incorporate the existing natural features and terrain taking into consideration the contours of the land. The building form should follow the natural contours of the land. The site design and structure should take into consideration the impacts on privacy and views of neighboring properties. Window placement, landscaping, deck and other accessory structure placement should be carefully planned to ensure adjacent properties are not compromised.

The completed grading work is found to blend with the existing features and terrain, while creating a usable yard area between the existing residence and the lower protected slope located in the landscape buffer.

b. Building Form. The slopes of the roof should follow the natural contours (i.e., oriented in the same direction as the slope). The bulk of the building should be broken up by incorporating varied roof heights rather than having just one or two massive roof planes. Expansive facades shall be avoided by offsetting walls and architectural elements to produce patterns of light and shade. Second stories shall be set back from the first floor as specified herein to step with the slope so that bulk is minimized.

The existing residence will be maintained with the subject project.

c. Fences and Retaining Walls. Solid fencing should be avoided where visible to the public. Retaining walls should be landscaped so that they blend with surroundings and reduce visual impacts.

The existing retaining walls and fences along the rear and side property lines have been maintained. A new fence was added through the yard area to enclose the swim spa and private rear yard.

d. Color and Materials. Exterior colors of all structures shall use natural dark, or earth tones. Light, bright and reflective materials are to be avoided.

The existing residence will be maintained with the subject project.

- e. *Vegetation. Vegetation shall be used to blend structures with the surrounding landscape, soften the impact of development on manufactured slopes, and provide erosion control. Landscaping shall be used to screen views of down slope elevations. Landscaping material shall consist of native or naturalized plant material that blends naturally with the landscape and provides screening. An irrigation system that utilizes water and energy conservation techniques, sufficient to establish, and if required, facilitate revegetation and minimize erosion shall be used. Required rear yard landscape buffer areas shall be planted with land material that is sufficient in size and quantity to adequately buffer and screen views from down slope elevations to minimize impacts within existing adjacent residential development. Landscaping shall not exceed the height of adjacent rooflines, either when installed or when they reach maturity.*

SBMC 17.48.020(H)(3) requires that slopes that exist in an unnatural condition provide a minimum 20-foot landscaped buffer area along the rear property line to provide visual screening for adjacent residents to the west, as well as minimize view blockage for residents to the east. The existing landscaping along the rear slope and portions of the Patty Hill Drive public right-of-way has been maintained. The remainder of the lot and public right-of-way were replanted with a variety of shrubs, hedges, and trees. The subject landscape plan and conditions of approval legalize the unpermitted planting that will remain and specify the removal, replacement, and maintenance of various trees and hedges to ensure the landscaping would not exceed the height of adjacent rooflines. Artificial turf was also installed in the yard area. The portion of artificial turf that encroaches into the landscape buffer will be removed as a condition of approval.

- f. *Lighting. All exterior lighting shall be designed pursuant to SBMC 17.48.010(F)(8).*

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

- g. *Noise. Noise levels shall not exceed the dBA levels set forth in the city of Solana Beach noise ordinance. Intervening structures may be required to be incorporated into the site design to minimize noise impacts.*

A condition of project approval includes that the Applicant will be required to comply with the regulations of the noise ordinance of SMBC 7.34.

- II. *The development has been designed so that its visibility has been effectively minimized and integrated in the natural surroundings to the extent feasible;*
 - III. *Soil erosion and site disturbance has been effectively minimized;*
 - IV. *Drainage patterns have been preserved;*
 - V. *Potential impacts upon existing adjacent residential development have been minimized to the extent feasible;*
 - VI. *Development has been sited so that it is compatible with existing surrounding development in terms of height, bulk and scale;*
 - VII. *Adequate drainage and utility facilities are available to serve the subject property, while maintaining sufficient levels of services for existing development;*
 - VIII. *Potential lighting and noise impacts upon existing adjacent residential development has been effectively minimized;*
 - IX. *The cumulative visual impact of the development activity, as viewed from west to east, has been effectively mitigated.*
- C. In accordance with Section 17.48.010 (Scenic Area Overlay Zone) of the Solana Beach Municipal Code, the City Council finds the proposed development complies with the following development review criteria:
- I. *Building Characteristics. All development shall be compatible with the topography, vegetation and colors of the natural environment and with the scenic, historic and recreation resources of the designated areas.*

The subject yard improvements are consistent with those found on other properties located in the Barbara Avenue hillside, which include pools and other outdoor amenities, minor grading for a usable yard area, and landscaping.

- II. *Building and Structure Placement. The placement of buildings and structures shall not detract from the visual setting or obstruct significant views, and shall be compatible with the topography of the site and adjacent areas. In prime viewshed areas designated in the general plan, building and structures should not be placed along bluff-top silhouette lines or on the adjacent slopes within view from a lagoon area, but should be clustered along the bases of the bluffs and on the mesa tops*

set back from the bluff-top silhouette lines. Buildings and structures should be sited to provide unobstructed view corridors from the nearest scenic highway, or view corridor road. These criteria may be modified when necessary to mitigate other overriding environmental considerations such as protection of habitat or wildlife corridors.

The existing residence will be maintained with the subject project.

- III. Landscaping. The removal of native vegetation shall be minimized and the replacement vegetation and landscaping shall be compatible with the vegetation of the designated area. Landscaping and plantings shall be used to the maximum extent practicable to screen those features listed in paragraphs (F)(4), (5) and (6) of this subsection. Landscaping and plantings shall not obstruct significant views, either when installed or when they reach mature growth.*

The vegetation under consideration for legalization and replacement is non-invasive and harmonizes with the natural landscape of the designated area. The subject landscaping would screen the yard from adjacent properties and the Patty Hill Drive public right-of-way. As modified and conditioned, the final landscape plan would not obstruct significant views when installed or at maturity.

- IV. 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 shall be screened from view, to the maximum extent feasible, from either the scenic highway or the adjacent scenic, historic, or recreational resource. Acceptable screening methods shall include, but are not limited to, the use of existing topography, the strategic placement of buildings and structures, or landscaping and plantings which harmonize with the natural landscape of the designated area.*

The project includes yard improvements on a lot developed with a single-family residence. Therefore, this finding is not relative.

- V. Aboveground Utilities. Utilities shall be constructed and routed underground except in those situations where natural features prevent undergrounding or where safety considerations necessitate aboveground construction and routing.*

The existing utility services are undergrounded.

- VI. Grading. The alteration of the natural topography of the site shall be minimized and shall avoid detrimental effects to the visual setting of the designated area and the existing natural drainage system. Alterations of the natural topography shall be screened from view from either the scenic highway or the adjacent scenic, historic, or recreational resource*

by landscaping and plantings which harmonize with the natural landscape of the designated area, except when such alterations add variety to or otherwise enhance the visual setting of the designated area. However, design emphasis shall be placed on preserving the existing quality of scenic resources rather than concealment of disturbances or replacement in kind. In portions of the scenic area overlay zone containing sensitive lands, grading may be severely restricted or prohibited.

The existing retaining walls step the grade from east to west and preserve the steep slopes in the rear yard and planting area. The subject grading work includes raising the yard area by approximately one foot to create a relatively flat outdoor area adjacent to the swim spa and surrounding deck. Additional grading was performed in the front yard to reconfigure the secondary walkway from the front yard to the driveway.

- VII. *Signs. Off-site signs shall be prohibited in areas subject to the scenic area overlay zone, except temporary real estate signs pursuant to SBMC 17.64.060. The number, size, location, and design of all other signs shall be consistent with the Comprehensive Sign Ordinance (Chapter 17.64 SBMC) and shall not detract from the visual setting of the designated area or obstruct significant views.*

The project consists of site improvements to a developed lot; therefore, signs are not proposed as part of the development.

- VIII. *Lighting. The interior and exterior lighting of the buildings and structures and the lighting of signs, roads and parking areas shall be compatible with the lighting permitted in the designated area. All exterior lighting, including lighting in designated “dark sky” areas, shall be in conformance with SBMC 17.60.060 (Exterior Lighting Regulations).*

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

IV. CONDITIONS

Prior to use or development of the property in reliance on this permit, the Applicant shall provide for and adhere to the following conditions:

A. Community Development Department Conditions:

- I. The Applicant shall pay the required Public Facilities Impact Fee.

- II. Building and grading construction plans shall be in substantial conformance with the project plans presented to the City Council on January 29, 2025 and located in the project file with a submittal date of January 22, 2025. The landscape construction plan shall be in substantial conformance with the modified plan presented to the City Council on April 23, 2025, and located in the project file with a submittal date of March 17, 2025.
- III. 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).
- IV. The Applicant shall obtain required California Coastal Commission (CCC) approval of a Coastal Development Permit, Waiver or Exemption as determined necessary by the CCC, prior to the issuance of Building and Grading Permits.
- V. The Applicant shall provide a full Landscape Documentation Package in compliance with SBMC Chapter 17.56 and in substantial conformance with the conceptual landscape plan included in the project plans presented to the City Council on April 23, 2025, prior to Building Permit issuance and consistent with the building construction and grading plans. The Applicant shall obtain and submit landscape security in a form prescribed by the City Engineer in addition to the grading security. The landscape plan and installation will be reviewed and inspected by the City's third-party landscape professional. The landscape security deposit shall be released when applicable regulations have been satisfied, and the installation has passed inspection by the City's third-party landscape professional.
- VI. Native or drought tolerant and non-invasive plant materials and water conserving irrigation systems shall be incorporated into any proposed landscaping and compatible with the surrounding area to the extent feasible.
- VII. The Applicant shall implement the approved landscape changes including: replacement of the "Swan Hill" Fruitless Olive tree with a Little Ollie Dwarf Olive tree; removal of one Dwarf Southern Magnolia trees; removal of the three Chinese Pistache trees; and replacement of the Natchez Crape Myrtle tree with a Zuni Crape Myrtle tree, as identified in the modified landscape plan presented to the City Council on April 23, 2025 and located in the project file with a submittal date of March 17, 2025
- VIII. The Applicant shall remove the artificial turf from the rear (west) 20 feet of the property in compliance with the HOZ provisions for the 20-

foot landscape buffer.

- IX. The Applicant shall comply with the regulations of the noise ordinance of SMBC Section 7.34.
- X. The Applicant shall diligently pursue the issuance of permits and completion of inspections or Code Enforcement action will continue.
- XI. 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.
- XII. The Applicant shall resolve code related violations within one year or further code compliance action will be resumed which may include, but is not limited to, citation and or doubling of permit fees.

B. Fire Department Conditions:

- I. OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION: All roadways shall be a minimum of 20 feet in width during construction and maintained free and clear, including the parking of vehicles, in accordance with the California Fire Code and the Solana Beach Fire Department.
- II. 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.

C. Engineering Department Conditions:

- I. The Applicant is required to obtain an Encroachment Permit in accordance with SBMC Section 11.20 for the frontage improvements in the public right-of-way listed below. The frontage improvements shall be done to the satisfaction of the City Engineer prior to the occupancy of the proposed project:

- a. Proposed 18"x18" PCC Brook's Box or approved equal with removable steel cover.
- b. Three-inch sidewalk underdrain pipe per SDRSD D-27.
- c. Demolition of a portion of the concrete sidewalk to the nearest joint and reconstruction with four-inch PCC sidewalk per SDRSD G-7.
- d. Removal of the two Chinese Pistache trees located in the public right-of-way along Patty Hill Drive.

All proposed improvements within the public right-of-way shall comply with City standards including, but not limited to, the Off-Street Parking Design Manual.

- II. Best management practices shall be developed and implemented to manage storm water and non-storm water discharges from the site at all times during excavation and grading activities. Erosion prevention shall be emphasized as the most important measure for keeping sediment on site during excavation and grading activities. Sediment controls shall be used as a supplement to erosion prevention for keeping sediment on site.
- III. The Applicant shall record the Encroachment Maintenance Removal Agreement (EMRA) with the County of San Diego prior to the release of the Grading Bond and Security Deposit/Final Inspection of the Building Permit. The EMRA shall be recorded against this property for all private improvements in the public right-of-way including, but not limited to:
 - a. Proposed 18"x18" Brooks Box.
 - b. Existing retaining walls on Patty Hill frontage.
 - c. 5.5' high picket fence.
 - d. 6' wide decorative paving area.
 - e. Existing 6" storm drain pipe.
 - f. Proposed 3" sidewalk underdrain pipe per SDRSD D-27.
 - g. Concrete steps in Public ROW on Barbara Avenue frontage.
 - h. Landscaping and irrigation lines.
- IV. The Applicant shall complete to the satisfaction of the City Engineer all grading, paving, public improvements, landscaping, and drainage improvements.

- V. All construction demolition materials shall be recycled according to the City's Construction and Demolition recycling program and an approved Waste Management Plan shall be submitted.
- VI. Construction fencing shall be located on the subject property unless the Applicant has obtained an Encroachment Permit in accordance with chapter 11.20 of the SBMC which allows otherwise.

Grading Conditions

- VII. The Applicant shall obtain a Grading Permit in accordance with Chapter 15.40 of the Solana Beach Municipal Code. Conditions prior to the issuance of a Grading Permit shall include, but not be limited to, the following:
 - a. The Applicant shall obtain a grading plan prepared by a Registered Civil Engineer and approved by the City Engineer. On-site grading design and construction shall be in accordance with Chapter 15.40 of the Solana Beach Municipal Code.
 - b. The Applicant shall provide a Drainage Report prepared by a Registered Civil Engineer. The report shall provide a drainage discharge design which would represent the pre-existing condition to the maximum extent feasible. All recommendations of this report shall be incorporated into the Preliminary Grading Plan.
 - c. The Applicant shall show all retaining walls and drainage structures. Retaining walls shown on the grading plan shall conform to the San Diego Regional Standards or be designed by a licensed civil engineer. Engineering calculations for all designed walls with a surcharge and nonstandard walls shall be submitted at grading plan check. Retaining walls may not exceed the allowable height within the property line setback as determined by the City of Solana Beach Municipal Code. Contact the Community Development department for further information.
 - d. The Applicant is responsible to protect the adjacent properties during construction. If any grading, construction activity, access or potential construction-related impacts are anticipated beyond the property lines, as determined by the City Engineer, the Applicant shall obtain a letter of permission from the adjoining property owners. All required letters of permission shall be submitted to the City Engineer prior to the issuance of the grading permit.

- e. Cut and fill slopes shall be set back from site boundaries and buildings in accordance with SBMC 15.40.140 and to the satisfaction of the City Engineer.
- f. The Applicant shall pay a grading plan check fee in accordance with the current Engineering Fee Schedule at initial grading plan submittal. Inspection fees shall be paid prior to issuance of the grading permit.
- g. The Applicant shall obtain and submit grading security in a form prescribed by the City Engineer.
- h. The Applicant shall obtain haul permit for import / export of soil. The Applicant shall transport all excavated material to a legal disposal site.
- i. The Applicant shall submit certification from the Engineer of Record and the Soils Engineer that all public or private drainage facilities and finished grades are functioning and are installed in accordance with the approved plans. This shall be accomplished by the Engineer of Record incorporating as-built conditions on the Mylar grading plans and obtaining signatures of the Engineer of Record and the Soils Engineer certifying the as-built conditions.
- j. An Erosion Prevention and Sediment Control Plan shall be prepared by the Applicant. Best management practices shall be developed and implemented to manage storm water and non-storm water discharges from the site at all times during excavation and grading activities. Erosion prevention shall be emphasized as the most important measure for keeping sediment on site during excavation and grading activities. Sediment controls shall be used as a supplement to erosion prevention for keeping sediment on site.
- k. The Applicant shall show all proposed on-site private drainage facilities intended to discharge water run-off. Elements of this design shall include a hydrologic and hydraulic analysis verifying the adequacy of the facilities and identify any easements or structures required to properly convey the drainage. The construction of drainage structures shall comply with the standards set forth by the San Diego Regional Standard Drawings.
- l. Post Construction Best Management Practices meeting City and RWQCB Order No. R9-2013-001 requirements shall be implemented in the drainage design.
- m. No increased cross lot drainage shall be allowed.

D. City Council Conditions:

I. N/A

I. ENFORCEMENT

Pursuant to SBMC 17.72.120(B) failure to satisfy any and all of the above-mentioned conditions of approval is subject to the imposition of penalties as set forth in SBMC Chapters 1.16 and 1.18 in addition to any applicable revocation proceedings.

II. EXPIRATION

The Development Review Permit for the project will expire 24 months from the date of this Resolution, unless the Applicant has obtained building permits and has commenced construction prior to that date, and diligently pursued construction to completion. An extension of the application may be granted by the City Council according to SBMC 17.72.110.

III. INDEMNIFICATION AGREEMENT

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

NOTICE TO APPLICANT: Pursuant to Government Code Section 66020, you are hereby notified that the 90-day period to protest the imposition of the fees, dedications, reservations or other exactions described in this resolution commences on the effective date of this resolution. To protest the imposition of any fee, dedications, reservations or other exactions described in this resolution you must comply with the provisions of Government Code Section 66020. Generally the resolution is effective upon expiration of the tenth day following the date of adoption of this resolution, unless the resolution is appealed or called for review as provided in the Solana Beach Zoning Ordinance.

PASSED AND ADOPTED this 23rd day of April 2025, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

LESA HEEBNER, Mayor

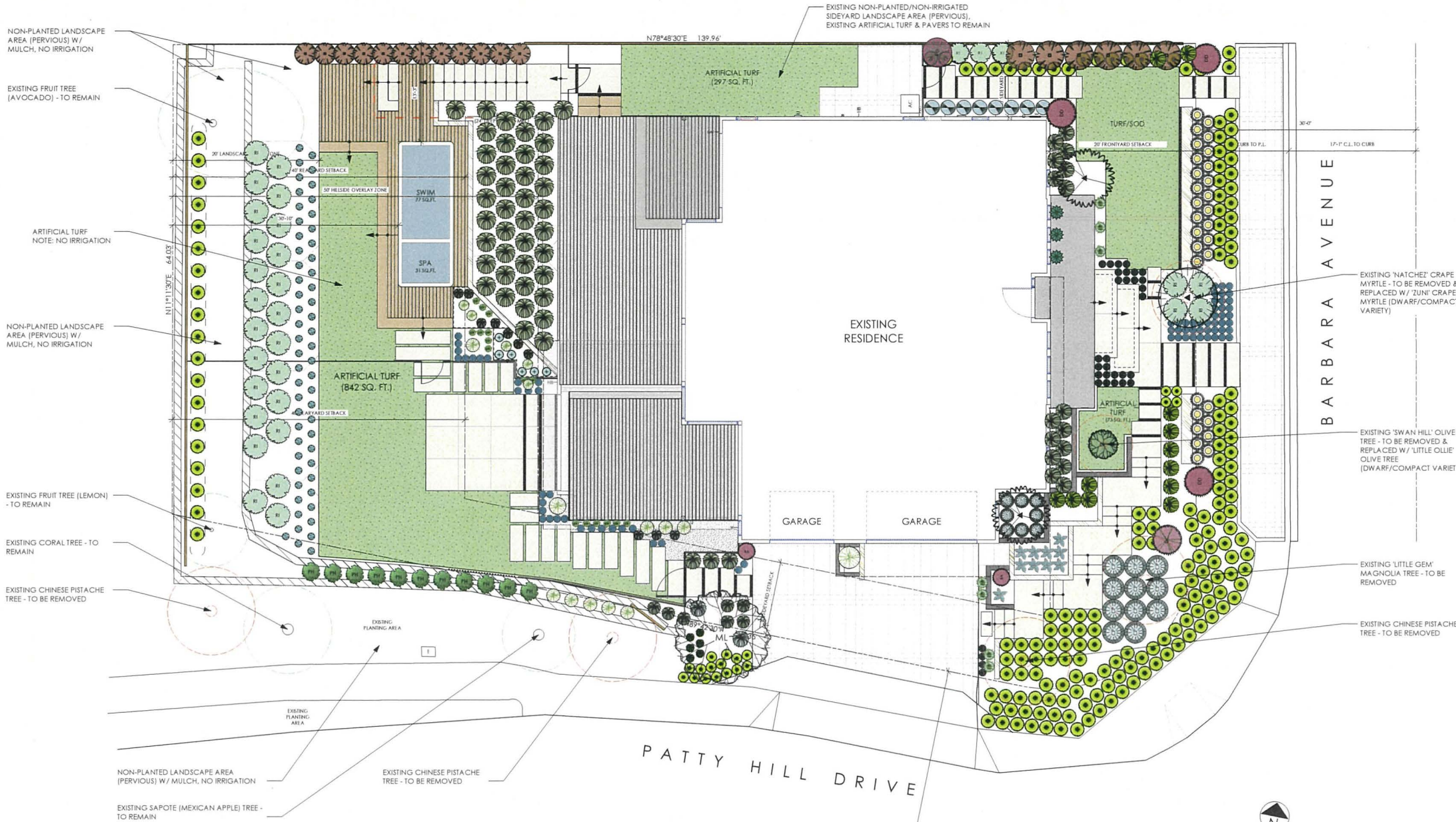
APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

THIS DRAWING IS SUBJECT TO ACTUAL ON-SITE FIELD CONDITIONS. THESE CONDITIONS MAY REQUIRE MODIFICATIONS OF THE CONSTRUCTION OF THE PROJECT IN ORDER TO FULFILL THE DESIGN INTENT OF THIS DRAWING OR TO CONFORM TO LOCAL BUILDING CODES. ALL DIMENSIONS AND ELEVATIONS ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE OWNER AND LANDSCAPE ARCHITECT/DESIGNER PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL CALL 'DIG-ALERT' TO LOCATE UNDERGROUND UTILITIES OR STRUCTURES PRIOR TO COMMENCING WORK.



1 PLANT PLAN
Scale: 1/8" = 1'-0"

PLANT SYMBOLS	Plant List			
Qty	Latin Name	Common Name	Size (unless noted)	WUCOLS Plant Factor / Overall Size / Notes
3	Agave 'Blue Flame'	Blue Flame Agave	5 gal.	Low [H. 2'-3', W. clumping]
10	Agave 'Blue Glow'	Blue Glow Agave	5 gal.	Low [H. 18", W. 2']
205	Carex divisa (C. tumulicola)	Berkeley Sedge	1 gal.	Low [H. 1'-2', W. 1'-2']
4	Carex glauca	Blue Sedge	4" pot/1 gal.	Low [H. <1', W. 6"-12"]
16	Chondropetalum tectorum	Cape Rush	5 gal.	Low [H. 2'-3', W. 3'-4']
18	Dodonaea viscosa 'Purplea'	Purple Hopseed Bush	15 gal.	Low [H. 12'-16", W. 8'-12" - Maint. as 30" W. hedge, 6' H. rear yard, 8' H. front yard]
73	Festuca glauca (F. ovina glauca)	Blue Fescue	Flats/4" pots	Low [H. <1', W. 1'-2"]
23	Juncus patens 'Elk Blue'	Elk Blue California Gray Rush	1 gal.	Low [H. 1'-2', W. 1'-2"]
1	Lagerstroemia indica x fauriei 'Zuni'	Zuni Crape Myrtle	15 gal./24" box	Moderate [H. 8'-10', W. 7'-9"]
2	Leptospermum 'Dark Shadows'	'Dark Shadows' Tea Tree	24" box	Low [H. 12'-15", W. 15'-20" - Maint. smaller, 8' H., 6' W.]
1	Leptospermum scoparium 'Ruby Glow'	Red New Zealand Tea Tree	15 Gal.	Moderate [H. 6'-8", W. 4'-5"]
19	Leymus condensatus 'Canyon Prince'	Canyon Prince Wild Rye	1 gal./5 gal.	Low [H. 2'-3' W. spreading]
24	Lomandra Lime Tuft (Lomlon)	Dwarf Mat Rush	1 gal.	Low [H. 3'-4", W. 2'-3"]
5	Lomandra longifolia 'Nyalia'	Blue Dwarf Mat Rush	5 gal.	Low [H. 3'-4", W. 3'-4"]
1	Magnolia grandiflora 'Little Gem'	Dwarf Southern Magnolia	24" box	Moderate [H. 20'-25", W. 10'-15"]
30	Nassella tenuissima (Stipa tenuissima)	Mexican Feather Grass	4" pot/1 gal.	Low [H. 1'-2', W. 1'-2"]
1	Olea europaea 'Monta'	Little Ollie® Dwarf Olive	15 gal.	Low [H. 6'-8", W. 6'-8"]
32	Ophiopogon planiscapus 'Nigrescens'	Black Mondo Grass	Flats	Moderate [H. <1', W. 1'-2"]
8	Phlebodium aureum	Rabbit's Foot Fern	5 gal.	Moderate [H. 2'-3', W. 2'-3"]
2	Phormium 'Black Adder'	'Black Adder' New Zealand Flax	5 gal.	Low/Moderate [H. 3'-4", W. 2'-3"]
1	Phormium 'Dusky Chief'	Dusky Chief New Zealand Flax	5 gal./15 gal.	Moderate [H. 4'-8", W. 4'-5"]
3	Phormium 'Dark Delight'	Dark Delight New Zealand Flax	5 gal./15 gal.	Moderate [H. 3'-4", W. 3'-5"]
11	Podocarpus henkelii	Long Leaved Yellow-Wood	5 gal.	Moderate [H. 25'-40", W. 15'-25" - Maint. as 6' H., 30" W. hedge]
31	Rosa x 'Iceberg'	Iceberg Rose	5 gal.	Moderate [H. 4'-6", W. 3'-5"]
57	Senecio serpens	Blue Chalksticks	Flats	Low [H. <12", W. 2'-3"]
75	Lomandra longifolia 'LM300' P.F.# 15420	Breeze™ Dwarf Mat Rush	1 gal.	Low [H. 2'-3", W. 2'-4"]

SOILS REPORT RESULTS / SOIL PREPARATION NOTES:
THESE SOIL AMENDMENT RECOMMENDATIONS ARE SITE SPECIFIC BASED ON THE SOILS REPORT BY:
WAYPOINT ANALYTICAL, LAB NO: 22-076-0003 - WATKINS RESIDENCE [DATED APRIL 21, 2022]

ANALYTICAL RESULTS AND COMMENTS
THE SALINITY (ECe) AND SOLUBLE SODIUM LEVELS ARE SAFELY LOW. THE SMALL AMOUNT OF SOLUBLE SODIUM PRESENT IS PROPERLY BALANCED BY CALCIUM AND MAGNESIUM, AS INDICATED BY THE LOW SODIUM ABSORPTION RATIO (SAR) OF 1.1. THIS BALANCE IS IMPORTANT FOR SOIL STRUCTURE AND WATER INFILTRATION.

BORON IS SAFELY LOW FOR GENERAL ORNAMENTAL PLANTS AND MAY BE BELOW OPTIMUM FOR PLANT NUTRITIONAL PURPOSES. IRRIGATION WATER IN SOUTHERN CALIFORNIA OFTEN SUPPLIES SUFFICIENT BORON TO MEET PLANT NUTRITIONAL REQUIREMENTS FOR THAT NUTRIENT. HOWEVER, IF BORON IS LOW IN THE IRRIGATION WATER AND/OR PLANTS SHOW SYMPTOMS OF BORON DEFICIENCY AFTER THEY ARE WELL ESTABLISHED, CONSIDER AN APPLICATION OF A PRODUCT CONTAINING BORON AT THE MANUFACTURER'S LABEL RATE. BORON DEFICIENCY SYMPTOMS OFTEN INCLUDE STUNTED OR DEFORMED YOUNGER GROWTH AND 'TIGHT' INTERNODES.

THE REACTION OF THE SOIL IS MODERATELY ALKALINE AT 8.0 ON THE pH SCALE, WHICH COULD CAUSE MANY PLANTS TO SHOW YELLOWING OF FOLIAGE BEGINNING WITH THE YOUNGER GROWTH. QUALITATIVE LIME IS FAVORABLY LOW INDICATING THAT THE pH IS WEAKLY BUFFERED ALLOWING FOR DOWNWARD pH ADJUSTMENT. INCORPORATING SOIL SULFUR AND IRON SULFATE WILL ADJUST THE pH DOWNWARD. THAT CHANGE WILL HAPPEN SLOWLY AND PLANTS THAT ARE SELECTED FOR THIS PROJECT SHOULD BE TOLERANT OF ALKALINE SOIL CONDITIONS.

LOW NITROGEN RETRACTS FROM OTHERWISE FAVORABLE FERTILITY. PHOSPHORUS IS SLIGHTLY BELOW OPTIMUM WHILE REMAINING PRIMARY AND SECONDARY NUTRIENTS ARE WELL SUPPLIED. IN THE MINOR ELEMENT GROUP, COPPER IS WELL SUPPLIED WHILE ZINC, MANGANESE, AND IRON ARE LOW.

THE TEXTURE OF THE SOIL REPRESENTED BY THIS SAMPLE IS 'VERY GRAVELLY LOAMY SAND' WITH GRAVEL IN THE 2-12MM RANGE COMPRISING OVER 35% OF THE SOIL BY DRY WEIGHT. THIS, IN COMBINATION WITH WIDE DISTRIBUTION OF PARTICLE SIZES IN THE SAND CATEGORY, INDICATES THAT THE SOIL AT THIS SITE WILL HAVE STRONG TENDENCY TO CONSOLIDATE AND COMPACT. THIS CAN IMPEDE DRAINAGE, AERATION, AND ROOT DEVELOPMENT. ALSO KEEP IN MIND THAT THE GRAVEL WILL DECREASE ROOTING SPACE. SOIL PHYSICAL PROPERTIES CAN BE IMPROVED BY INCORPORATING ORGANIC AMENDMENT AT THE PROVIDED RATE AND DEPTH BUT ONLY TO A POINT. THE ESTIMATED WATER INFILTRATION RATE, WHICH MAY VARY WITH THE DEGREE OF SOIL COMPACTION, IS A MODERATE 0.23 INCHES PER HOUR. ORGANIC CONTENT IS LOW AT 1.01% ON A DRY WEIGHT BASIS.

RECOMMENDATIONS

TREE AND SHRUB PLANTING GUIDELINES

- EXCAVATE PLANTING PITS AT LEAST TWICE THE DIAMETER OF THE ROOTBALL.
- THE TOP OF THE ROOTBALL SHOULD BE AT OR SLIGHTLY ABOVE FINAL GRADE.
- TO IMPROVE SOIL CHEMISTRY, UNIFORMLY MIX 1/2 LB. OF SOIL SULFUR AND 1 LB. OF IRON SULFATE PER CUBIC YARD OF BACKFILL. LIMIT THE SOIL SULFUR TO THE UPPER 12 INCHES OF BACKFILL ONLY. HANDLE IRON SULFATE WITH CAUTION SINCE IT WILL SEVERELY STAIN MOIST CONCRETE.
- A SOIL BLEND CONSISTING OF NO MORE THAN 25% BY VOLUME BY ORGANIC MATTER SHOULD BE PLACED IN THE UPPER 12 INCHES OF BACKFILL ONLY. SOIL BELOW THIS DEPTH SHOULD NOT CONTAIN ANY ADDED ORGANIC MATTER BECAUSE OF THE THREAT OF PLANT DISEASE AND/OR ANAEROBIC SOIL CONDITIONS DEVELOPING.
- PLACE SLOW RELEASE FERTILIZER TABLETS IN THE UPPER 12 INCHES OF BACKFILL AT MANUFACTURER'S RECOMMENDED RATES.
- DO NOT COVER THE ORIGINAL ROOTBALL WITH OTHER SOIL. IDEALLY, A TEMPORARY SOIL BERM IS OFTEN CONSTRUCTED AROUND THE OUTER EDGE OF THE ROOTBALL TO HELP CHANNEL WATER INTO THE ROOTBALL AND THEN INTO SURROUNDING SOIL UNTIL ROOTS ARE ESTABLISHED IN THE BACKFILL AND THE ROOTBALL IS NO LONGER THE SOLE SOURCE OF WATER FOR THE PLANT.
- IDEALLY, A WEED AND TURF FREE ZONE, PREFERABLY 2-3 FT. IN DIAMETER, SHOULD BE MAINTAINED JUST BEYOND THE DIAMETER OF THE PLANTING HOLE. A 2-4 INCH DEEP LAYER OF COARSE MULCH CAN BE PLACED AROUND THE TREE OR SHRUB; MULCH SHOULD BE KEPT A MINIMUM OF 4-6 INCHES AWAY FROM THE TRUNK.

MAINTENANCE FERTILIZATION

UNIFORMLY BROADCAST AMMONIUM SULFATE (21-0-0) AT A RATE OF 5 LBS. PER 1000 SQ. FT. THE FIRST APPLICATION SHOULD OCCUR APPROXIMATELY 90 DAYS AFTER PLANTING, WITH REPEAT APPLICATIONS EVERY 60 DAYS OR AS GROWTH AND COLOR DICTATE. IN EARLY FALL AND SPRING, SUBSTITUTE A COMPLETE FERTILIZER SUCH AS 16-8-8, OR EQUAL, FOR THE AMMONIUM SULFATE (21-0-0) AT A RATE OF 4LBS. PER 1000 SQ. FT. TO ENSURE CONTINUING SUPPLIES OF PHOSPHORUS AND POTASSIUM. FOLLOW EACH FERTILIZATION WITH A THOROUGH IRRIGATION. WHEN PLANTS HAVE BECOME WELL ESTABLISHED, FERTILIZER APPLICATIONS CAN BE LESS FREQUENT.

AS NOTED ABOVE, SOME OF THE MICRONUTRIENTS ARE BELOW OPTIMUM. WHEN THESE NUTRIENTS ARE LOW, ESPECIALLY IN AN ALKALINE SOIL, DEFICIENCIES CAN SOMETIMES SHOW IN THE PLANTS. IF DEFICIENCIES SHOW ONCE PLANTS HAVE BECOME ESTABLISHED, THEY MAY BE ADDRESSED UPON THE FIRST SIGN OF DEFICIENCY. SYMPTOMS OF MAGANESE DEFICIENCY MAY BE SEEN AS A GENERAL LOSS OF COLOR IN THE YOUNG LEAVES, FOLLOWED BY YELLOWING BETWEEN VEINS AND BROWNISH-BLACK SPOTS APPEARING. IRON AND ZINC DEFICIENCY SYMPTOMS ARE OFTEN CHARACTERIZED BY YELLOW, ALMOST WHITE, INTERVENAL CHLOROSIS ON THE YOUNGEST GROWTH. IF THESE SYMPTOMS ARE APPARENT ONCE PLANTS ARE ESTABLISHED, THEN APPLICATION OF IRON, ZINC, AND/OR MANGANESE CHELATE AT THE MANUFACTURER'S LABEL RATE MAY IMPROVE APPEARANCE. CHELATES ARE GENERALLY MORE EFFECTIVE ON ALKALINE SOILS THAN SOME OF THE OTHER FORMS OF TRACE ELEMENTS.

THE ABOVE INFORMATION IS A SUMMARY OF THE CRITICAL INFORMATION, FOR FULL REPORT (ADDITIONAL INFORMATION SEE REPORT. FOR FURTHER INFORMATION CONTACT WAYPOINT ANALYTICAL (1-714-282-8777)

REVISIONS		
NO.	REV. DATE	BY



Watkins Residence
705 Barbara Ave.
Solana Beach, CA 92075
Contact: Dale Watkins (858-414-0208)

Ian Tillyard
Landscape Design, LLC.
858-350-3767



NOTE:
THIS PROJECT SHALL CONFORM TO THE LATEST EDITIONS (2019) OF THE CALIFORNIA BUILDING CODE, UNIFORM MECHANICAL CODE, UNIFORM PLUMBING CODE, AND CALIFORNIA ELECTRICAL CODE (BASED ON THE 2017 EDITION OF THE NATIONAL ELECTRICAL CODE), AND CITY & COUNTY LAWS AND ORDINANCES.

NOTE:
FINISHED GRADE - ALL LANDSCAPE AREAS SHALL BE FINISH GRADED TO REMOVE ROCKS AND TO ENSURE SURFACE DRAINAGE AWAY FROM BUILDINGS & STRUCTURES

NOTE:
ALL PLANT MATERIAL SHOWN ON THIS PLAN ARE EXISTING (ALREADY PLANTED) UNLESS NOTED, THE TREES IDENTIFIED W/ DASHED GREEN CIRCULAR SYMBOLS HAVE EXISTED FOR MANY YEARS

NOTE:
FOR SOILS REPORT INFORMATION & SOIL PREPARATION RECOMMENDATIONS - SEE NOTES (THIS SHEET)

NOTES:
1. CONSTRUCTION PER CITY OF SOLANA BEACH APPROVED STANDARDS.
2. FOOTINGS, REINFORCEMENT, AND GROUT PER CITY OF SOLANA BEACH APPROVED STANDARDS.
3. GAS AND ELECTRICAL CONNECTIONS AND SHUTOFFS PER CITY OF SOLANA BEACH APPROVED STANDARDS.

LANDSCAPE ARCHITECT STATEMENT

I AM FAMILIAR WITH THE REQUIREMENTS FOR LANDSCAPE AND IRRIGATION PLANS CONTAINED IN THE CITY'S WATER EFFICIENT LANDSCAPE REGULATIONS. I HAVE PREPARED THIS PLAN IN COMPLIANCE WITH THOSE REGULATIONS AND THE LANDSCAPE DESIGN MANUAL. I CERTIFY THAT THE PLAN IMPLEMENTS THOSE REGULATIONS TO PROVIDE EFFICIENT USE OF WATER.

LANDSCAPE ARCHITECT
[Signature]
3/13/25

SIGNATURE

THIS DRAWING IS SUBJECT TO ACTUAL ON-SITE FIELD CONDITIONS. THESE CONDITIONS MAY REQUIRE MODIFICATIONS OF THE CONSTRUCTION OF THE PROJECT IN ORDER TO FULFILL THE DESIGN INTENT OF THIS DRAWING OR TO CONFORM TO LOCAL BUILDING CODES. ALL DIMENSIONS AND ELEVATIONS ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE OWNER AND LANDSCAPE ARCHITECT/DESIGNER PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL CALL 'DIG-ALERT' TO LOCATE UNDERGROUND UTILITIES OR STRUCTURES PRIOR TO COMMENCING WORK.

HOMEOWNER P.O.C.

APPROX. POINT OF CONNECTION
 STATIC PRESSURE = 65 PSI
 EXISTING 1" WATER METER
 DEMAND (DESIGNED) = 8.0 GPH

LATERAL PIPE SIZING CHART
 CLASS 200 PVC

SIZE	FLOW (GPM)
3/4"	0 - 10.5
1"	11 - 17
1-1/4"	17.5 - 27
1-1/2"	27.5 - 37
2"	37.5 - 47

LATERAL PIPE SIZING CHART
 SCH. 40 PVC

SIZE	FLOW (GPM)
3/4"	0 - 8
1"	8.1 - 12
1-1/4"	12.1 - 22
1-1/2"	22.1 - 30
2"	30.1 - 50

FRICITION LOSS CALCULATIONS

P.O.C. NO.: 1
 VALVE NO.: 1
 DEMAND: 8.0 GPH
 ORIGINAL STATIC PRESSURE: 65 PSI
 STATIC PRESSURE AT METER

1" WATER METER	1.0 PSI
1" BACKFLOW	12.0 PSI
1" PIPE (MAINLINE)	2.0 PSI
1" CONTROL VALVE	2.5 PSI
1" PIPE (LATERAL)	3.5 PSI
MISC. LOSSES	2.3 PSI
ELEVATION CHANGE	1.5 PSI
TOTAL PRESSURE LOSS	24.8 PSI

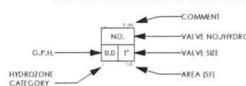
PRESSURE AT HEAD: 40.2 PSI
 MINIMUM PRESSURE TO OPERATE: 21.8 PSI
 RESIDUAL PRESSURE: 18.4 PSI

IRRIGATION LEGEND

SYMBOL	MFR.	MODEL, COMMENTS	DETAIL
	RAINBIRD	XACZ-100/075 ANTI SIPHON CONTROL VALVE ASSEMBLY (SIZE PER PLAN) - (OR EQUAL)	D1/4
	KING BROS.	EBV-0007 PVC BLOCKED BALL VALVE (LINE SIZE)	D8/4
	HUNTER	I-CORE IC-600-PL PLASTIC CABINET INTERIOR MOUNTED SMART CONTROLLER W/ MODULE EXPANSION PACK AS REQUIRED - PROVIDE MIN. (3) BLANK/EXTRA STATIONS	D7/4
	NETAFIM (OR EQUAL)	TLHCVR11-12 (TURF) INSTALL LINES @ 12" O.C. OR PER MANUFACTURER'S/SOILS REPORT RECOMMENDATIONS - INSTALL WHERE SPRAY HEADS ARE NOT SUITABLE, INSTALL @ PREPARED SURFACE BELOW SOD (SEE NOTES)	D1-5/5
	NETAFIM (OR EQUAL)	TLHCVR3-18 (SHRUB) INSTALL LINES @ 12" O.C. OR PER MANUFACTURER'S/SOILS REPORT RECOMMENDATIONS - INSTALL @ SURFACE, COVER W/ MULCH (SEE NOTES)	D1-5/5
	NETAFIM (OR EQUAL)	TLHCVR3-18 (SHRUB) INSTALL LINES @ 12" O.C. OR PER MANUFACTURER'S/SOILS REPORT RECOMMENDATIONS - INSTALL @ SURFACE, COVER W/ MULCH (SEE NOTES)	D1-5/5
	APPROVED	CLASS 200 PVC LATERAL LINE (SIZE PER PLAN)	D4/4
	APPROVED	1 1/4" SCHEDULE 40 MAINLINE - 18" COVER (SIZE PER PLAN)	D3,4/4
	APPROVED	CLASS 200 PVC TREE BUBBLER LATERAL LINE (SIZE PER PLAN)	D3,4/4
	APPROVED	SCHEDULE 40 PVC SLEEVE - 2X PIPE DIAMETER	D3/4
	KING BROS.	LINE SIZE SPRING/SWING INLINE CHECK VALVE - AS REQUIRED	
	APPROVED	DOMESTIC WATER METER BY OWNER - PER LOCAL WATER PURVEYOR	
	HUNTER	WIRELESS SOLAR SYNC., WCC-SEN (MOUNT TO FENCE/WALL UNOBSTRUCTED BY OVERHEAD BLOCKAGE) - INSTALL PER MFG. INSTRUCTIONS	D6/4
	RAINBIRD	AIR VAC (INSTALL AT HIGH POINT IN EACH ZONE)	D1/5
	RAINBIRD	FLUSH VALVE (INSTALL AT LOW POINT IN EACH ZONE)	D2/5
	WATTS	70 SERIES PRESSURE REGULATOR IN A GREEN 6" ROUND VALVE BOX	D7/4
	ZURN WILKINS	MODEL 35XL - ATMOSPHERIC VACUUM BREAKER - AS REQUIRED (ZONES WHERE CONTROL VALVE IS LOCATED AT LOWER ELEVATION THAN IRRIGATED SYSTEM) - (OR EQUAL)	D2/4

NOTES:

- INSTALL DRIP TUBE @ SURFACE W/ LINES @ 12" O.C. (UNLESS OTHERWISE SPECIFIED BY MANUFACTURER OR SOILS REPORT) - COVERED W/ MULCH IN SHRUB AREAS, STAPLE TO GROUND AT 36" O.C.
- CONTRACTOR SHALL VERIFY HIGH AND LOW POINTS FOR LOCATION OF AIR/VACS & FLUSH VALVES (AS REQUIRED) - PROVIDE TWO EXTRA 3/4" DRIP VALVES FOR POT IRRIGATION (ONE FRONT, ONE REAR)
- CONTRACTOR SHALL CONNECT EXISTING SLOPE VALVES TO NEW CONTROLLER & MAINLINE (AS REQUIRED)



CONTROLLER RUN TIMES

SHRUB - DRIP
 MODERATE WATER USE - SANDY LOAM - DRIP - 50 GAL./HR

MONTH	JAN	FEB	MAR.	APR.	MAY	JUN	JUL	AUG.	SEP.	OCT.	NOV.	DEC.
MAXIMUM MINUTES PER START TIME	44	44	44	44	44	44	44	44	44	44	44	44
START TIMES PER WEEK *	3	3	4	5	6	7	8	7	5	4	3	3
TOTAL MINUTES PER WEEK	132	132	176	220	264	308	352	308	220	176	132	132

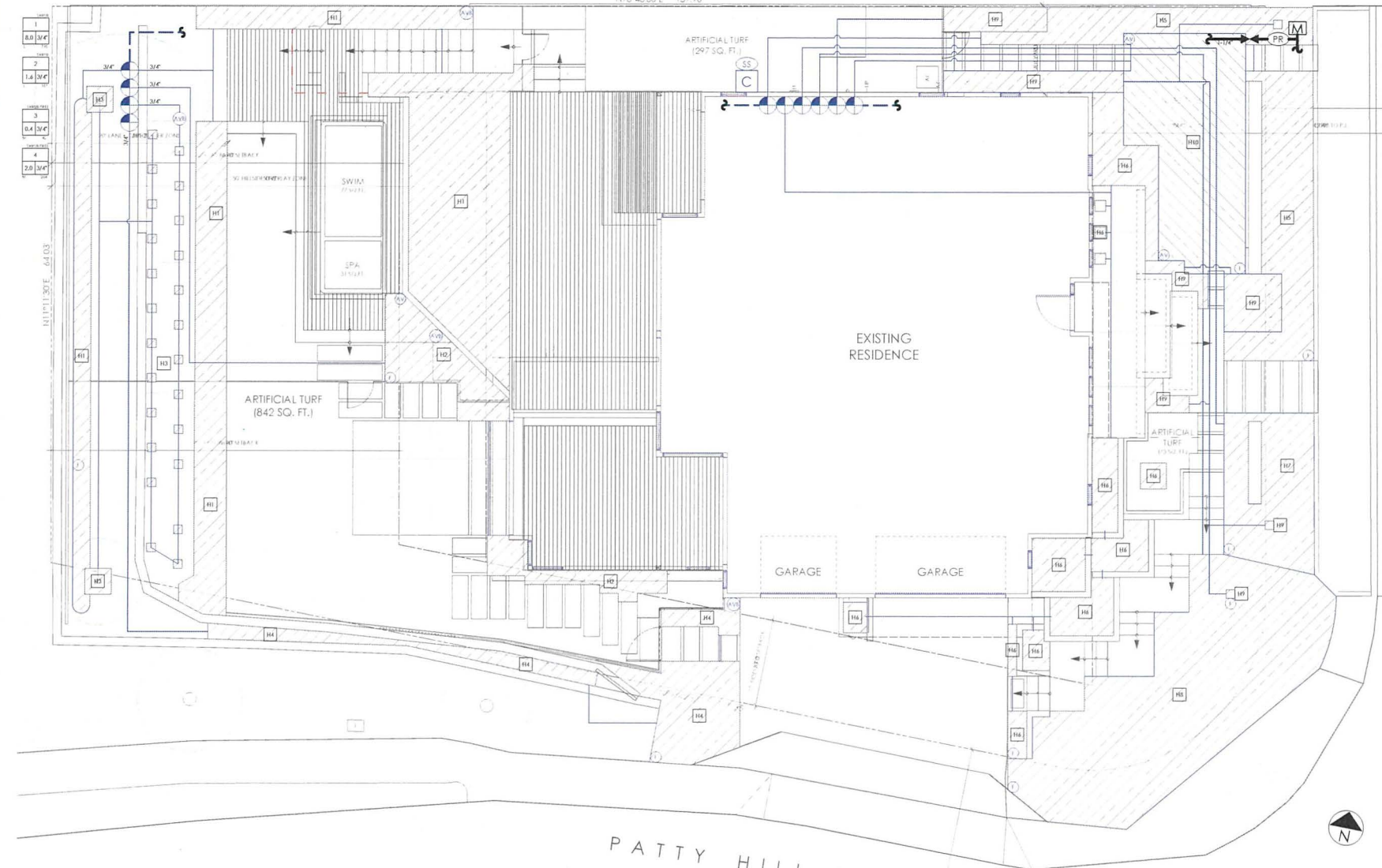
* START TIMES PER WEEK MAY NOT EQUAL DAYS PER WEEK. MULTIPLE START TIMES PER DAY MAY BE NEEDED TO AVOID RUNOFF

NOTES:

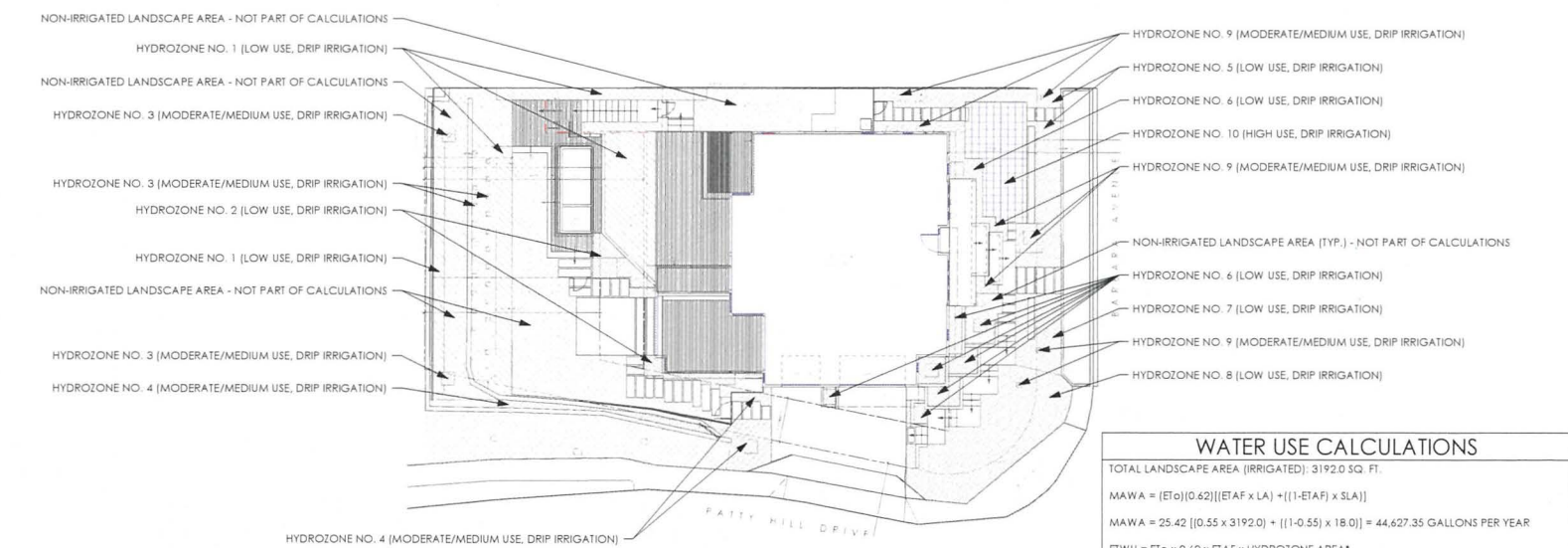
- CONTRACTOR SHALL ADJUST THE ABOVE SCHEDULE FOR THE ESTABLISHMENT PERIOD AS FOLLOWS:
- RUN ALL STATIONS USING THE ABOVE RUN TIME EACH DAY TO KEEP THE SOIL OPTIMALLY MOIST AT ALL TIMES DURING THE FIRST 90 DAYS OF ESTABLISHMENT.
- ADJUST EACH STATION AS NECESSARY FOR ACTUAL SITE CONDITIONS.
- AT NO TIME SHALL RUN-OFF BE PERMITTED. ADJUST START TIMES TO ACCOMMODATE LOCAL SOIL PROFILES.

SMART CONTROLLER NOTES:

- THE ABOVE SCHEDULE IS A GUIDE ONLY
- DO NOT OVERRIDE SMART CONTROLLER FUNCTIONS
- CONTRACTOR SHALL FOLLOW MFR. INSTRUCTIONS FOR INPUT OF ALL IRRIGATION SYSTEM REQUIREMENTS FOR SCHEDULING, INCLUDING PRECIPITATION RATES, PLANT TYPES, SOIL PROFILE, SLOPE, ETC.



1 IRRIGATION PLAN - REAR YARD
 Scale: 1/8" = 1'-0"



WATER USE CALCULATIONS

TOTAL LANDSCAPE AREA (IRRIGATED): 3192.0 SQ. FT.
 MAWA = (Eto) [0.62] [(EAF x LA) + ((1-EAF) x SLA)]
 MAWA = 25.42 [(0.55 x 3192.0) + ((1-0.55) x 18.0)] = 44,627.35 GALLONS PER YEAR
 ETWU = Eto x 0.62 x EAF x HYDROZONE AREA*
 ETWU = 42,720.85 GALLONS PER YEAR*

* REFERENCE WATER USE CALCULATIONS WORKSHEET FOR FULL CALCULATIONS

2 WATER CONSERVATION / CALCULATIONS PLAN
 Scale: 1" = 20'-0"

IRRIGATION NOTES

- INSTALL ALL IRRIGATION COMPONENTS ACCORDING TO LOCAL CODES AND ORDINANCES
- THE CONTRACTOR SHALL OBTAIN, COORDINATE AND PAY FOR ANY AND ALL PERMITS AND ALL INSPECTIONS AS REQUIRED
- THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR ANY ENCROACHMENT INTO ADJACENT PROPERTY, RIGHT-OF-WAYS, EASEMENTS, SETBACKS, OR ANY OTHER LEGAL PROPERTY RESTRICTIONS EITHER MARKED OR UNMARKED
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FAMILIARIZE HIMSELF/HERSELF WITH ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL REPAIR/REPLACE AT NO ADDITIONAL COST TO THE OWNER, ANY DAMAGE TO UNDERGROUND UTILITIES THAT MAY OCCUR
- THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR ANY AND ALL DAMAGES TO OPERATIONS OR WORK OF OTHER CONTRACTORS. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ACTIVITIES WITH ALL AGENCIES AND OTHER TRADES.
- THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS SHOWN ON PLANS AT THE SITE PRIOR TO COMMENCEMENT OF ANY WORK. ALL DISCREPANCIES SHALL BE IMMEDIATELY REPORTED TO PROJECT LANDSCAPE ARCHITECT AND CITY INSPECTOR FOR DIRECTION. ANY CONTINUATION OF WORK IS AT THE CONTRACTOR'S RISK AND EXPENSE
- THE CONTRACTOR SHALL ONLY APPLY SUFFICIENT WATER TO PROMOTE THE HEALTHY GROWTH OF THE PLANT MATERIAL. AT NO TIME WILL THE CONTRACTOR APPLY WATER AT A RATE OF FREQUENCY WHICH CAUSES RUNOFF OR SOIL SATURATION
- REFER TO DETAILS AND SPECIFICATIONS FOR INSTALLATION OF ALL COMPONENTS
- THE WORK SHOWN ON THESE PLANS IS DIAGRAMMATIC. ALL ITEMS (I.E. CONTROLLERS, VALVES, MAINLINES, SLEEVES, WIRES, IRRIGATION HEADS, ETC.) ARE SHOWN IN THEIR APPROXIMATE LOCATIONS ONLY. DO NOT SCALE DRAWINGS. DETAIL DRAWINGS MAY BE USED TO CLARIFY LOCATION OF SOME ITEMS. THE CONTRACTOR SHALL NOT LOCATE ANY ITEMS WHERE IT IS OBVIOUS THAT THEY ARE IN CONFLICT WITH UNDERGROUND UTILITIES, STRUCTURES, OTHER IMPROVEMENTS, OR VEHICULAR OR PEDESTRIAN SAFETY CONSIDERATIONS
- ADJUST ALL HEADS FOR MINIMUM OVERSPRAY ON ANY NON-PLANTED AREAS AND COMPLETE COVERAGE OF LANDSCAPE AREAS. THIS SHALL INCLUDE SELECTING THE BEST DEGREE OF ARC TO FIT THE EXISTING CONDITIONS (USE VARIABLE ARC NOZZLES AS NECESSARY). NO OVERSPRAY ONTO SIDEWALKS OR DRIVEWAYS
- LOCATE ALL SHRUB HEADS 6" FROM EDGE OF PAVING
- DO NOT LOCATE ANY IRRIGATION HEADS CLOSER THAN 24" FROM HOUSE
- DO NOT USE FIXED RISERS IN TRAFFIC AREAS
- USE 6" POP-UP HEADS IN TURF AREAS, AND 12" POP-UP HEADS IN SHRUB AREAS.
- USE VARIABLE ARC NOZZLES FOR AREAS OTHER THAN 90, 180, OR 360 DEGREES.
- SLEEVE IRRIGATION WIRING UNDER ALL PAVING
- SLEEVE LATERALS UNDER ALL PAVING 4 FEET AND WIDER
- SLEEVE MAINLINE UNDER ALL PAVING 4 FEET AND WIDER
- ALL SLEEVES TO BE 2X SIZE OF PIPE TO BE SLEEVED
- USE CHECK VALVES AS REQUIRED TO ELIMINATE LOW HEAD DRAINAGE
- PRESSURE COMPENSATING DEVICES SHALL BE USED ON ALL NOZZLES TO ELIMINATE FOGGING
- WHERE VERTICAL OBSTRUCTIONS IN THE LANDSCAPE AREA INTERFERE WITH THE SPRAY PATTERN OF ANY SPRINKLER RESULTING IN IMPROPER COVERAGE, THE IRRIGATION CONTRACTOR SHALL RECTIFY THE COVERAGE OF IRRIGATION, THE IRRIGATION CONTRACTOR SHALL RECTIFY THE SITUATION BY FIELD ADJUSTMENT TO THE IRRIGATION SYSTEM. THIS MAY REQUIRE THE ADDITION OF QUARTER CIRCLE SPRINKLERS TO EACH SIDE OF THE OBSTRUCTIONS OR OTHER MEASURES. ALL SUCH ADJUSTMENTS SHALL BE MADE AT NO ADDITIONAL COST TO THE OWNER
- PIPING AND WIRE CONDUIT PENETRATIONS THROUGH WALLS AND INSTALLATION OF ANY IRRIGATION EQUIPMENT UNDER PAVING MUST BE COORDINATED WITH THE GENERAL CONTRACTOR AND CONTRACTORS OF OTHER TRADES TO ELIMINATE PROBLEMS THAT MAY ARISE FROM INACCESSIBILITY OR DAMAGE TO ANOTHER TRADE'S WORK.
- FIELD ADJUST ALL SPRINKLERS TO ELIMINATE OVERSPRAY ONTO SIDEWALKS OR DRIVEWAYS



LANDSCAPE ARCHITECT STATEMENT

I AM FAMILIAR WITH THE REQUIREMENTS FOR LANDSCAPE AND IRRIGATION PLANS CONTAINED IN THE CITY'S WATER EFFICIENT LANDSCAPE REGULATIONS. I HAVE PREPARED THIS PLAN IN COMPLIANCE WITH THOSE REGULATIONS AND THE LANDSCAPE DESIGN MANUAL. I CERTIFY THAT THE PLAN IMPLEMENTS THOSE REGULATIONS TO PROVIDE EFFICIENT USE OF WATER.

LANDSCAPE ARCHITECT: *[Signature]*
 DATE: 03-13-25

REVISIONS

NO.	REV. DATE	BY

IRRIGATION PLAN

Watkins Residence
 705 Barbara Ave.
 Solana Beach, CA 92075
 Contact: Dale Watkins (858-414-0208)

Ian Tillyard
 Landscape Design, LLC.

Date: 03-13-25
 Scale: SEE PLAN
 Drawn by: IT/GW
 CAD File: Watkins 03-06-23
 Sheet: **L3**

SUBMITTAL SET - NOT FOR CONSTRUCTION

858-350-3767



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: April 23, 2025
ORIGINATING DEPT: City Manager's Department
SUBJECT: **City Council Review of Draft Work Plan for Fiscal Year 2025/26**

BACKGROUND:

The FY 2025/26 Work Plan, when approved, will be a guiding document that includes all of the City Council's priority projects. New to this Work Plan, is the incorporation of the five main local legislative priorities as outlined in the City's recently adopted Legislative Policy. These priorities are Affordable Housing and Livable Communities; Transportation and Mobility; Environmental Sustainability and Energy; Youth, Senior and Community Well-Being; and General Governance and Fiscal Responsibility. While presented under the four key concepts previously used to organize the Work Plan, the FY 2025/26 Work Plan will be revised prior to adoption to group all projects and programs under the five legislative priorities.

This item is before City Council to provide an update on the completion of deliverables, milestones, projects, and programs as approved in the FY 2024/25 Work Plan, as well as initiate public input, discussion and direction on the development and content of the FY 2025/26 Work Plan. Staff will revise the Work Plan, and return to Council for additional review and refinement in May. The final version of the FY 2025/26 Work Plan will be brought back to Council for adoption along with the FY 2025/26 Budget Update at the June 18, 2025, Council meeting.

DISCUSSION:

Over the last year, the City Council and City Staff have progressed and completed a number of items within the City's FY 2024/25 Work Plan, adopted in June 2024. This item is being brought before City Council to provide an update on the work completed on the numerous City priorities, and to receive input and feedback from the Council and public on the draft FY 2025/26 Work Plan. Where available, Staff has included the estimated costs and timeframes associated with various priority items. In addition to including the estimated costs, certain items were separated into phases, pending funding. All prioritized items in the FY 2025/26 Work Plan have been updated by Staff based on the progress

CITY COUNCIL ACTION:

made throughout FY 2024/25. A redlined, track changes draft Work Plan has been included as Attachment 1 for this initial review and discussion.

As mentioned in the Background section, the final Work Plan document will look different than in years past. Staff is still developing the framework of the new version to coincide with, and support, the newly adopted Legislative Policy. The attached draft Work Plan is simply intended to provide an update to the existing Priority Items, incorporate those items added during Council meetings throughout the last year, and the addition of new Priority Items identified by Staff for discussion and direction. Once Staff receives feedback from the Council on this document, those revisions will be made and incorporated into the new format under the five Legislative Priorities for review for the next time Council reviews in May.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

Funding for the projects contained in the draft Fiscal Year 2025/26 Work Plan vary from project to project. Some of the potential projects will have cost implications and estimates have been provided for consideration.

WORK PLAN:

This item is an update to the current Work Plan and recommendations for next year's Work Plan.

OPTIONS:

- Receive the update on the FY 2024/25 Work Plan and review and discuss potential modifications to the draft FY 2025/26 Work Plan and provide direction to Staff.

CITY STAFF RECOMMENDATION:

Staff recommends that the City Council receive the update on the FY 2024/25 Work Plan and initiate discussion and public input on the draft Fiscal Year 2025/26 Work Plan.



Alyssa Muto, City Manager

Attachments:

1. Draft FY 2025/26 Work Plan (red-lined)
2. Public Comment Correspondence



COUNCIL WORK PLAN

FISCAL YEAR

~~2024-2025~~-2026

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[5. General Governance and Fiscal Responsibility](#)

CITY MANAGER'S REPORT

TBD – Will be included with Final Work Plan

MISSION STATEMENT

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

~~STRATEGIC~~ LEGISLATIVE PRIORITIES

To be updated in final Work Plan with the following legislative priority sections.

1. Affordable Housing and Livable Communities
2. Transportation and Mobility
3. Environmental Sustainability and Energy
4. Youth, Senior, and Community Well-being
5. General Governance and Fiscal Responsibility

COMMUNITY CHARACTER

A. Land Use & Planning

1. General Plan Updates

Summary: The City's first General Plan was originally adopted in 1988. Individual elements of the General Plan, including Land Use, Circulation, Noise, and Housing have been reviewed and revised over time. The Circulation and Land Use Elements were updated and adopted by the City Council on November 19, 2014, and the Environmental Impact Report was certified at that same meeting. The Housing Element was last updated in 2021, and covers the time period of April 15, 2021, to April 14, 2029. Annual reporting is conducted for the City's Housing Element implementation. The next component of the General Plan is a required update to the Safety Element to ensure consistency with the recent San Diego County Hazard Mitigation Plan update, State legislation, and the SANDAG's Regional Plan.

FY 2024/252025/26 Actions:

- ~~A. Update Density Bonus Ordinance. Completed~~
- ~~A. Issue RFP for 1st City Housing site. Completed.~~
- B. Issue RFI for 1st City housing site and 2nd RFP for City housing site.
- C. Develop permit ready ADU program and plans.
- D. Update Zoning Ordinance related to first floor commercial uses.
- E. ~~Upon the release of the local Very High Fire Hazard Severity Zones VHFHS maps by the State, the City will bring forward Fire Hazard Severity Zone Maps for adoption. Will be completed before July 1.~~
- F. Conduct public meeting to review Highway 101 Specific Plan for any regulatory, policy or program updates.

Summary of Budgetary Projections for FY 2024/252025/26: The implementation of the policies and programs contained in the City's Housing Element is a multi-year project. The costs are predominantly Staff time to draft and implement policies and programs. Where possible Staff will seek additional grant funding to assist with the implementation of this project. With respect to the ADU Permit Ready Program, the City projects an approximate cost of \$100,000 for the purchase of plan sets for use by residents for standard studio and one-bedroom ADU designs. No additional funding is expected to be needed for FY ~~20242025/2526~~.

2. South Sierra Mixed Use Affordable Housing Project

Summary: In 2014, the City Council approved the Hitzke Development Corporation mixed use affordable housing project on South Sierra Avenue on a City-owned parking lot. The

project as adopted includes commercial space and parking, ten (10) affordable housing units and associated parking, and 31 replacement public parking spaces. Following approval of the project, significant delays were encountered including a legal challenge against the City and Hitzke Development Corporation, where the City prevailed at both the lower court and the Court of Appeals. During this delay, construction costs increased and the inability of the Applicant to obtain required affordable housing funding, including State and County grants, resulted in Hitzke providing notice to the City in November 2020, that the project was no longer going forward for construction.

On February 24, 2021, pursuant to the terms of the Agreement, the Applicant provided to the City electronic copies of all plans prepared for the project. The City's objective is to pursue development of the project pursuant to the prepared plans and approvals through issuance of a Request for Proposals (RFP). This project would provide needed affordable housing adjacent to neighborhood services, including transit and commercial uses, and would further implement the goals of the Solana Beach Housing Element and the General Plan. Additionally, this project if built, could also satisfy obligations from a settlement agreement from the 1990s related to provision of deed-restricted affordable housing units in the City.

FY 2024/25/2025/26 Actions:

A. Update building permit plans for review/approval and construction.

~~B. Prepare and issue an RFP for solicitation of affordable housing developers. Completed~~
B. Issue RFI for RFP of this affordable housing site.

Summary of Budgetary Projections for FY 2025/26: Development of RFI for RFP and solicitation affordable housing site can be completed with City Staff time. ~~Additional costs may be incurred through the bid review process; any additional budget allocations will be brought before the Council for authorization.~~

3. Customer Assistance Program Improvements

Summary: A number of City technology and process improvements have been geared toward greater customer service, flexibility for commercial uses, and permit streamlining. ~~Among those recent improvements the Community Development Department has budgeted a full-time planner position to develop and support an Applicant Assistance Program (AAP). This program and assigned Staff is focused on assisting the community in navigating the sometimes-complex process for permit applications, plan transmittals, code compliance complaints, etc.~~ The program will be expanded to include the creation of continue to refine DRP Guidelines and Toolkit that will include a development checklist and cost estimate worksheet to help property owners navigate the development review process based on the type of project that is being proposed.

In an effort to help streamline the permit process and online payments for a variety of services including business certificates, building permits, parking citations, and allow for online payments and tracking, Staff researched various online permit tracking systems. In June of 2017, the City Council authorized the purchase of TRAKiT software and Staff has

been working with a contractor to customize the tracking program for the City. The City went live with the TRAKiT program in July 2019. Subsequently, in response to the COVID-19 pandemic, the City has implemented digital submittals and TRAKiT went live for improved intake and routing while navigating remote work and social distancing. The City has implemented online credit card payments for Summer Day Camp and Junior Guard registration, as well as business certificate renewals and new photovoltaic/solar permit issuance. and are working on expanding this service to TOT payments and business licenses. Staff continues to work on additional online permit application, issuance and payment processing. The next ~~phase series~~ of TRAKiT will be expanded the online application and permitting will include tracking system to be outward facing to integrate the electronic filing and processing of permits for reroofing, water heaters and electrical panel upgrade and plans for further to further improve customer service and permit streamlining.

As part of the TRAKiT program, the City also purchased “My Community”, a stand-alone smart phone app that works with the City’s website to include relevant information for residents including City contacts, calendar of events and information regarding City government departments and services. In addition, it allows for the community to report location-specific issues such as graffiti, potholes, trash accumulation and broken sidewalks instantaneously to Staff. Since going live in November 2018, this program has resulted in a more efficient and effective way to report issues to the correct city departments.

FY 20242025/25-26 Actions:

- A. Develop ~~a citizen Guidelines and Toolkit~~ Completed a fee calculator to assist that applicants in navigating City permitting process may use to estimate building permit fees for a project prior to submitting an application.
- B. Implement ~~an additional~~ on-line application and payment process for business certificates and permits.
- C. Prepare an annual report to Council on the My Community app including such things as usage, response time and highest reported issues.
- ~~G.D.~~ Analyze Hiring an in-house Building Inspector/Official.

Summary of Budgetary Projections for FY 20242025/2526: ~~A The new planner Building position has been allocated and assigned to would implementing the AAP and developing the DRP Guidelines and Toolkit can be completed with City Staff time be tasked to further implement and update building processes in an effort to improve customer service response times. The new staff position would result in more office hours available to the public than currently contracted. The position would be paid for by reducing professional service expenditures to the City’s 3rd party building services consultant. Initial cost of software purchase was approximately \$196,000 with annual maintenance costs of \$38,000-\$40,000.~~

4. Outdoor Dining Regulations

Summary: Due to the COVID-19 pandemic, certain restrictions were modified to assist the business community during the difficult economic times, and to allow residents and visitors to continue to safely utilize certain services such as restaurants, bars, beauty salons, and

exercise/wellness businesses outdoors and with appropriate social distancing. These specific businesses were allowed to temporarily expand into outdoor areas including sidewalks and parking lots (public and private) to provide additional space, especially during the times when indoor operations were not allowed. Due to the popularity of certain businesses, mainly restaurants, the City Council ~~has~~ directed the City Manager to prepare draft requirements and regulations to permanently allow these outdoor operations, including ways to mitigate potential issues to parking, noise, safety, aesthetics and other foreseeable areas. [In Spring 2024 staff worked with the City Council subcommittee to refine and update Temporary Use Permit \(TUP\) development standards and regulations related to Outdoor Dining and Sidewalk Cafés. The new provisions were implemented in July 2024 and staff has been working with each of the existing dining establishments to update the respective permits that would be in conformance with the new TUP regulations.](#)

FY 20242025/25-26 Actions:

- A. Bring forward draft regulations to City Council for consideration.

Summary of Budgetary Projections for FY 20242025/2526: Development of draft regulations can be completed with City Staff time. Additional consultant services for parking counts, noise monitoring or other potential areas of impacts listed above could require additional budget allocations.

5. Local Coastal Program/Land Use Plan Adoption and Preparation of the Local Implementation Plan

Summary: The City prepared a Local Coastal Program (LCP) Land Use Plan (LUP) which was certified by the California Coastal Commission (CCC) on March 7, 2012, and subsequently adopted by the City Council in February 2013. At the time of adoption, the City Council also directed City Staff to prepare a Land Use Plan Amendment (LUPA) to modify some of the provisions in the LUP relating primarily to bluff top development, shoreline protection and private beach access ways. The CCC approved the City's LUPA in January 2014, and incorporated 12 additional CCC-initiated modifications. The City then prepared at the direction of the CCC, a update to the 2010 Draft Mitigation Fee Study

The certified LUP includes a requirement to update the 2010 Draft Mitigation Fee Study prepared by the City. In January 2014, the CCC awarded the City a grant in the amount of \$120,000 for use by the City in updating the draft fee study to reflect the policies in the Certified LUP. An updated public recreation impact fee study and draft LUPA was submitted to the CCC on April 29, 2016, and approved by the CCC with modifications. The City Council adopted the modification on November 13, 2018; CCC Executive Director concurrence was received on December 13, 2018. City Staff continues to work on the draft LIP that would geographically segment the bluff top properties from the rest of the City and Title 19 has been reserved for the "Coastal Zone" provisions associated with the LCP/LIP.

FY 20242025/25-26 Actions:

- A. Conduct engagement and prepare a draft LIP and Land Use Plan Amendment (LUPA) to correct zoning information within the approved LUP.

Summary of Budgetary Projections for FY [20242025/2526](#): The estimated budget proposed for FY [20242025/25-26](#) to continue the LCP Local Implementation Plan efforts is approximately \$90,000 programmed for consultant services for adjunct planning services and document assistance.

6. Eden Gardens Specific Plan/Overlay

Summary: The Eden Gardens Master Streetscape Plan was adopted April 17, 1995, and is a document that provides guidance on the public improvements desired in the area. The scope of the Specific Plan or creation of a zoning overlay could contain design guidelines and development standards specific to the La Colonia de Eden Gardens neighborhood. The planning process would involve community input and could include engaging a qualified design professional. In November 2019, Staff conducted a community meeting and received input regarding concerns and issues the community had been facing that can be used to identify and prepare a comprehensive guiding plan for the Eden Gardens community.

FY [20242025/25-26](#) Actions:

- A. Initiate a planning process to explore a comprehensive guiding plan for the community that can provide further design and setback regulations to maintain the historic and cultural history of the neighborhood.

Summary of Budgetary Projections for FY [20242025/2526](#): Public engagement and development of planning overlay regulations can be completed with City Staff time.

7. Short-Term Vacation Rental Permit Ordinance Update

Summary: The City's current Short-Term Vacation Rental (STVR) Permit regulations allow for the rental of any residentially zoned dwelling unit, other than Accessory Dwelling Units (ADUs), including detached single-family residences, condominiums, duplexes, twinplexes, townhomes and multi-family dwellings. Since adoption of the City's STVR regulations, the soaring popularity of vacation rental hosting websites has resulted in a proliferation of STVRs throughout the San Diego region. On an annual basis, Staff handles a variety of complaints regarding STVRs and their impacts to local neighborhoods including noise, parking and unruly guests. In order to maintain an appropriate balance of housing stock dedicated to residents and also to visitor accommodations, the City will evaluate the City's Short Term Vacation Rental Permit regulations for potential amendments. A key focus should be on maintaining long-term rental stock in the community.

FY [20242025/25-26](#) Actions:

- A. Evaluate existing STVR Permit regulations for modifications.

Summary of Budgetary Projections for FY [20242025/2526](#): Development of draft regulations can be completed with City Staff time.

8. Electric Bicycle (E-Bike) Safety and Education Program

Summary: The proliferation of E-Bikes in the city has resulted in both positive and negative impacts on the community. E-Bikes reduce daily miles traveled in vehicles, promote a healthy lifestyle and provide a convenient and clean mode of transportation around the community. E-Bikes can help riders of all ages, skills and physical abilities live more active lives. However, there are significant safety concerns that have arisen as the popularity of E-Bikes has exploded. The City would like to continue to promote the use of E-Bikes in the community but also create a safe environment for pedestrian and vehicular traffic. The continued education of both E-Bike riders and the public is paramount to a harmonious community that can both foster clean alternative modes of transportation while protecting the health and safety of the residents.

FY 20245/265 Actions:

- A. Continue the partnership with the San Diego County Bike Coalition and BikeWalkSolana to provide E-Bike safety educational workshops and practical exercises throughout the community. These trainings should incorporate driver education related to bikes and E-Bikes safety as laws are constantly changing. [Completed and On-Going](#)
- B. Collaborate with the local schools to provide educational opportunities and potentially a permit program for E-Bike riders. [Completed and On-Going](#)
- C. Partner with the local bicycle shops on educational opportunities when E-Bikes are purchased. [Coordinate/communicate ongoing educational workshops/seminars to bike shops to distribute when e-bikes are sold.](#)

Summary of Budgetary Projections for FY 20254/265: There are costs associated with partnering with the San Diego County Bike Coalition for the education and training programs. These costs are estimated at approximately \$~~640~~,000 per year.

9. Charter City Analysis

Summary: The City is a General Law City under California Constitution and state statutes. When incorporated as a City in 1986, the governance was constructed as a General Law, relying on the State legislative structures, and when delegated, the City developed regulations and policies, such as with land use and other municipal code regulations. While reliant on the state constitutional framework, since becoming a city, there have been an increasingly strong legislative trend at the State level to address systemic, and statewide issues from everything such as public health, commercial operations, land use, housing, and homelessness. While there are many benefits, some of these legislative actions can conflict with the needs or priorities of local municipalities. The City Council has directed the City Manager to further review the opportunities, limitations, benefits and timelines for consideration of initiating a ballot measure for a vote of the public to consider changing the City from a General Law City to a Charter City.

FY 20254/265 Actions:

- A. Analyze and report to the Council on the opportunities, limitations, benefits and timelines for consideration of becoming a Charter City.

Summary of Budgetary Projections for FY 20254/265: Analysis of the process and potential outcomes can be completed with City Staff time.

10. Synthetic Drug Substance Prohibition

Summary: Synthetic substances, commonly referred to as Bath Salts or Spice, are documented that when consumed to cause hallucinations, agitation, psychosis, aggression, suicidal tendencies, among other things. While newly created drugs often go unregulated in California due to testing and other regulatory requirements, many of these substances are given emergency scheduling under the U.S. Food and Drug Administration. The City Council has directed the City Manager to develop appropriate regulatory language to be considered by the Council to prohibit the manufacturing, sale, distribution and/or possession of Federal Schedule I drugs, including novel synthetic drugs.

FY 20254/265 Actions:

- A. Develop proposed regulatory language to be considered for adoption by the Council.

Summary of Budgetary Projections for FY 20254/265: Development of draft regulations can be completed with Staff time.

11. Legislative Platform and Lobbying

Summary: Legislative priorities for the City are generally reflected throughout this Work Plan. The following is a list of actions that should be conducted on an annual basis and with regular review to ensure new and pending legislation is being responded to in a manner consistent with the City's priorities and regulations.

FY 20254/265 Actions:

- A. Update Legislative Priority List for Council Consideration. [Completed and On-Going](#)
- B. Develop policy on priority topic areas to support/advocate. [Completed and On-Going](#)
- C. Continue to work with lobbyists to promote City agenda. [Completed and On-Going](#)
- D. Engage representatives and submit letters to further City and regional priorities. [Completed and On-Going](#)
- E. Adopt City ordinances and policies to respond to and remain compliant with changes in law. [Completed and On-Going](#)

Summary of Budgetary Projections for FY 20254/265: The City's lobbyists ~~are~~ is engaged at ~~an amount not to exceed \$ 35,421.44 for Fiscal Year 2024-2025 and a total estimated an amount not to exceed~~ [approximately \\$107,000](#)~~36,089.87~~ for Fiscal Year 2025/~~2026~~.

B. Capital Projects

1. Marine Safety Center

Summary: The existing Marine Safety Center is inadequate to continue to serve the community and beach visitors into the future. The current facility is dilapidated with design deficiencies that don't meet the current needs of our lifeguards with respect to storage, operations, and technology, as well as facilities for persons of different genders/identities and ADA compliant improvements. A needs assessment study was completed in June 2017, which determined that the best alternative was to demolish the existing building and construct a new building.

A Professional Services Agreement with an architectural consultant was approved in October 2018, to develop a preliminary site and building design for a new Marine Safety Center. Following a community meeting in February 2019, to kick off the project, the City consultant prepared three design options that were presented to the Council during a public hearing in November 2019. During this meeting, the Council directed Staff to pursue an above-ground design option. In October 2020, the City Manager returned to Council to present a revised conceptual above-ground design incorporating feedback and input received at the previous City Council meeting. This design was further refined to include a lifeguard observation tower at the bottom of the ramp per the direction of the Council.

In April 2022, the City worked with the consultant to have story poles installed for the three-dimensional footprint of the proposed building. During this period, City Staff met with impacted residents to assess potential view impairments. Photo simulations were also prepared and presented to the City Council on February 2023. After receiving testimony from the public, City Council provided further direction to the City Manager to modify the proposed design to minimize view impacts without jeopardizing the operational needs for the Lifeguard Station. Several iterations of the proposed design have been presented to the City Council, including in November 2023 and January 2024. During each public hearing, comments were received from the Council, general public, including the nearby property owners, to further refine the design in order to minimize the potential view impacts. ~~Council directed Staff in January 2024 to erect~~ Following Council direction, a second set of story poles based on the most recent design presented to Council were installed in October 2024. The City intends to install the story poles following the peak summer season to minimize impact to both summer Lifeguard operations and park activities. During the interim, the City will begin the work to obtain necessary City Development Review Permit (DRP)/Structure Development Permit (SDP), and will initiate discussions with the Coastal Commission for a Coastal Development Permit. As part of the public hearing during the December 11, 2024, City Council meeting, Council found the project exempt from CEQA and approved a Development Review Permit (DRP)/Site Development Permit (SDP) for the replacement of the Marine Safety Center.

The next step for the project is to submit a Coastal Development Permit application to the California Coastal Commission. Upon receipt of the necessary permits and environmental

~~compliance~~, the City will prepare final engineering and construction design documents to be released for bid for construction. While allocation of funding for construction of the Marine Safety Facility is still pending, throughout the next phases, the City will be exploring the availability of grant funding and/or alternative approaches for this significant public capital investment to ensure construction of this project can start at the earliest possible time given the remaining regulatory and financial requirements for this important City facility project.

~~There are several actions for future years that are unscheduled at this time. Once construction funding is identified, a Coastal Development Permit (CDP) can be submitted to the California Coastal Commission. Since the CDP is only valid for three years (a two-year initial term and a one-year extension), Staff doesn't want to obtain the CDP until there is some certainty that construction can start before the CDP expires. Environmental studies and clearance will be performed during the final design stage. Throughout all phases of the project, Staff will continue to look for grant funding for construction of the new Marine Safety Center.~~

FY 20242025/25-26 Actions:

- ~~A. Install new story poles based on updated design from January 2024. COMPLETED~~
- ~~B. Provide revised photo simulations of potential view claims for Council's consideration. COMPLETED~~
- C. Initiate coordination with the Coastal Commission Staff on the proposed project design.
- ~~D. Prepare environmental documentation and any additional technical studies.~~
- ~~E. Submit Coastal Development Permit application to the California Coastal Commission. Prepare final engineering and construction design documents~~
- ~~F. Prepare construction drawings for permitting. COMPLETED~~
- ~~D.G. Seek grant funding for the construction of the new Marine Safety Center. Research and apply for grant funding opportunities~~
- ~~E. Obtain City Development Review Permit (DRP)/Structure Development Permit (SDP).~~

Summary of Budgetary Projections for FY 20242025/2526: As part of the update in January 2024, the City Council authorized an increase to the PSA with the Consultant (domusstudio) in the amount of \$500,000. This budget allocation will carry forward into FY ~~2024/25-2025/26~~ to allow the project to progress through the entitlement and permitting process, including receipt of an engineering cost estimate for a construction bid solicitation. It is anticipated that additional funding will be necessary in future fiscal years to complete the state permitting and go out to a competitive bid for construction. ~~At this time, construction funding has not been identified. Council authorized a transfer of \$1,000,000 in surplus Measure S funds at the end of FY2023/24 to the CIP fund towards future construction costs for the Marine Safety Building.~~

~~An additional \$700,000 in design services and an additional \$1,000,000 in future construction costs are expected to be appropriated in the FY 2025/26 and FY 2026/27 Adopted Budget from Measure S funds.~~

2. Highland Drive Median Project [\(Complete\)](#)

~~**Summary:** This project will provide drought-tolerant landscape improvements to the medians on Highland Drive, south of Lomas Santa Fe in front of the Country Club, that were constructed in 2023. CONSTRUCTION OF THIS PROJECT WAS COMPLETED IN FEBRUARY 2025.~~

~~**FY 2024/25 Actions:**~~

- ~~A. Develop landscaping plans using a palette of drought-tolerant non-invasive plants with a cost estimate.~~
- ~~B. Conduct bid and implement landscaping and associated irrigation.~~

~~**Summary of Budgetary Projections for FY 2024/25:** Preliminary tasks will be performed by in-house Staff; construction costs are estimated at \$80,000.~~

3. La Colonia Park Improvements

Summary: In 2006, a community-based La Colonia Park Needs Assessment Advisory Committee developed recommendations for improvements throughout La Colonia Park, which included among other improvements, ADA-compliant ramps and access through the park and facilities. The City completed the conceptual design for the park improvements in December 2009 and preliminary design of the park in September 2010.

~~Over the last year, the City has worked on a complete renovation of the Tot Lot at La Colonia Park. On May 22, 2024, the City had the grand re-opening of the newly renovated playground. The playground was designed to be inclusive and accessible, ensuring children of all abilities can enjoy all of the play features. Wheelchair-accessible equipment, ground-level activities, and inclusive play elements were integrated into this diverse and inclusive City facility. Since the original La Colonia Master Plan (LCMP) was completed, three components of the LCMP were built as separate projects. Construction of the Veteran's Honor Courtyard was completed in May 2016, construction of the La Colonia Skate Park was completed in April 2019 and the new tot lot playground was completed in May 2024~~

With the City's purchase of the property immediately north of the skate park, there was a need to re-evaluate the property and existing park, and the needs and priorities. The Council approved a PSA for updating the La Colonia Master Plan in February 2022, and a public workshop was held in February 2023 to gather community input on priorities and needs for design, operations, and facilities onsite. ~~An update was~~ Updates were provided to the City Council in March 2024 and February 2025. While work continues on the larger Master plan document, Staff has prepared a conceptual drawing of potential interim improvements that could be implemented before the full LCMP is completed and construction funding is identified. These interim improvements include passive uses of the the vacant lot north of the La Colonia Skate Park and may include features such as minor grading to facilitate pedestrian access from the existing park, decomposed granite walkways, seating, grass

~~area, maintaining existing mature trees and landscape and irrigation improvements, at which Council authorized an additional \$70,000 for architectural services to refine the conceptual design alternatives based on the public and Council feedback and to receive additional input from key stakeholders.~~

While ongoing maintenance and smaller facility and park improvements are programmed, the City continues to seek additional funding for expansion, park improvements, including ADA-compliant renovations in compliance with the City's ADA Transition Plan.

FY 2024/25-2025/26 Actions:

- ~~A. Explore potential opportunities and conceptual design to integrate the City-owned vacant property to the north of the park. Completed~~
- ~~B. Update the La Colonia Park Master Plan to incorporate the additional property and to reflect any adjustments to the adopted plan. Will be completed~~
- ~~C. Explore potential to grade and sod the vacant property for interim use while long-term plans are finalized. Will be completed~~
- ~~D. Conduct routine maintenance and improvements to existing buildings (recreation center, offices, Heritage Museum) and grounds (skate park, basketball court, tot lot) as needed. Completed~~
- A. Outreach and design for the new City building to include youth and senior center.
- B. Heritage Museum: Prepare a construction bid package (RFB) for roof repairs, fascia repairs, and various other building improvements at the museum. Conduct bid process and complete construction
- C. Determine feasibility of interim building solutions to open community center main entrance and install new windows. This would include the relocation of the "Tress of Life" that celebrates the founding families of the La Colonia neighborhood.
- D. Identify interim outdoor improvements around trellis and courtyard area.
- E. Install Echo/noise control in the Hall Room

Summary of Budgetary Projections for FY 2024/25-2025/26: ~~The incorporation of the vacant property north of La Colonia Park into the overall Master Plan has been allocated, in the amount of approximately \$125,000 to date. The additional \$70,000 authorized by Council in March 2024, is expected to be sufficient for the continued outreach and engagement, as well as conceptual design plans. The La Colonia Park Master Plan update can be completed with City Staff time. The total Capital Improvement Plan costs for La Colonia Park Improvements is estimated to cost \$913,000, with \$500,000 from Measure S Funds, \$300,000 from Public Development Impact Fees Fund, \$66,000 from Facilities Replacement Fund; expected to be appropriated in the FY 2025/26 & FY 2026/27 Adopted and \$47,000 Facilities Replacement Fund available in FY 2024/25 Budget that will be rolled over as well. The interim improvements to the vacant lot, community center entrance, and outdoor courtyard are anticipated to cost approximately \$55800,000.—This amount is expected to be appropriated in the FY2025/26 & 2026/27 Adopted Budget. With respect to the existing park maintenance and improvements, the replacement of the A/C for the Community Center is estimated to cost \$3045,000, the purchase of an HVAC Control System is estimated to cost \$6,000; the echo/noise control for the Hall room is estimated to~~

cost \$30,000; and the roof and fascia repairs is estimated to cost \$47,000; this funding is already identified in the adopted Fiscal Year 2024/25 Budget.

4. Traffic Calming Projects

Summary: A number of locations for traffic calming improvements, including signage, speed reduction installations (humps, pillows, tables, etc.), have been identified throughout the City. These projects include the monitoring and analysis of publicly-initiated traffic calming requests and proposal of measures and installations that can be implemented to within the public rights-of-way to enhance the user's experience for all modes of transportation.

FY 2024/25-FY2025/26 Actions:

A. Monitor and assess traffic calming requests on Highland Drive south of Lomas Santa Fe, on San Mario Drive, and on Palmitas Street, at North Granados between Cliff Street and Lynwood Dr, as well as a request for second speed cushion on Highland drive between San Lucas Dr. and San Andres Dr.

B. Review City's Neighborhood Traffic Management Program (Traffic calming).

C. Present alternatives pursuant to AB 43 (Friedman, Citywide speed reduction) for Council consideration.

A-D. Present framework options for implementation of AB 413 "Daylighting".

B-E. Prior to occupancy of the Solana Highlands project, implement the traffic calming measures included in the conditions.

Summary of Budgetary Projections for FY 2025/26-2026/27: No budgetary requests are proposed at this time; Staff will bring forward project-specific requests as needed. \$75,000 for miscellaneous traffic calming projects are expected to be appropriated in the FY 2025/26 & FY 2026/27 Adopted Budgets.

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

Summary: The CATS study approved by Council in 2015, identifies approximately 20 bicycle and pedestrian projects along various City streets that improve the bikeability and walkability of streets and neighborhoods in the City in alignment with the Climate Action Plan (CAP) and Vision Zero principles. There are a variety of CATS projects along key corridors within the City: Cedros Avenue, Sierra Avenue, Cliff Street, the Academy/Ida/Genevieve/Valley Corridor, Nardo Avenue, and key corridors surrounding the City's schools under the Safe Routes to Schools Program. The Lomas Santa Fe Drive Corridor project and the Santa Helena Neighborhood Trail have been included into separate Work Plan Priority Items due to the scope and/or funding.

A next step for the CATS is to create a 5-year implementation plan, with proposed projects organized based on specific criteria of need, effectiveness, and preliminary cost. Also

included should be key grant opportunities and preliminary review of grant competitiveness and scope.

To build off of the City's CATS, and upon completion of the SANDAG Vision Zero toolbox, the City should move forward with the preparation of a Vision Zero strategy. First implemented in Sweden in the 1990s, Vision Zero is a policy adopted by municipalities to work toward the elimination of all traffic fatalities and sever injuries. The City already is greatly aligned with Vision Zero through our roadway design, active transportation prioritization, Safe Routes to Schools initiatives, and traffic calming projects. These planning efforts and capital project implementation prioritize more safe and efficient mobility options in our neighborhoods and for our residents. A Vision Zero strategy addresses the five E's: Engineering, Education, Encouragement, Evaluation and Enforcement. The City is actively participating in the regional "Vision Zero" task force developed that is being led by SANDAG.

FY 2025/2624/25 Actions:

~~A. Create a five-year implementation plan for the projects listed in the CATS study, focusing on the initiation of one or two projects annually. Priority projects are incorporated into annual CIP list.~~

~~B.A. Initiate a Review SANDAG's Vision Zero Strategy and implement any pertinent policies for the City building off the SANDAG toolbox and template.~~

Summary of Budgetary Projections for FY 2025/2624/25: Development of draft 5-year implementation plan and initiation of a Vision Zero Strategy can be completed with City Staff time. Additional budget allocations for technical consultant support may be necessary for preliminary cost estimates and other grant assistance. Any future requests will be brought before the Council for authorization.

6. Lomas Santa Fe Corridor Project

Summary: The Lomas Santa Fe Corridor project is a top priority of the CATS project above. Due to the significance of this project and the multiple benefits it could provide to the community, it has been separated into its own Work Plan Priority Item. The project study area for the Lomas Santa Fe (LSF) Drive Corridor Project extends from Cedros Avenue on the East side of Highway 101 to Highland Drive at the City's eastern boundary. The City's goal for the Lomas Santa Fe Corridor Project is to construct physical improvements to improve the community character, safety, walkability, bikeability and circulation along this key east-west arterial through the City of Solana Beach.

Some of the elements included in Phase III (final design) are a multi-use path on the north side of LSF, striping and signal improvements, added parking, landscaping and other items intended to slow down traffic and increase use of the corridor by pedestrians and bicycles. The final design for the project was approved by the City Council on May 26, 2021. Partial funding for construction of the easterly segment of the project (from Santa Helena to Highland Drive) was secured from Congressman Levin's office. Staff is working with Caltrans to obligate the \$7,000,000 in federal funding. Since the project initially started using non-federal funds, NEPA clearance (the federal version of CEQA) was not performed initially

~~but was completed in FY 2024/25. Staff is currently working on NEPA clearance with the help of the Caltrans Local assistance team.~~ Additionally, further engineering work has been completed to adjust alignment to comply with federal funding obligations and avoid impact to private property. Staff is currently working through the federal procurement process that is required before the east side corridor improvements can be advertised for construction bids. The construction package was submitted to Caltrans for approval in April 2025, since Caltrans was delegated authority from the Federal Highway Administration (FHWA) to approve projects using federal funds. –Based on the current project schedule, it is anticipated that a construction contract can be awarded in late ~~Fall~~ Summer of 2024/2025 and, construction can begin at the ~~beginning~~ end of calendar year 2025.

Under the present design, construction of the west side corridor improvements, from the west side of Interstate 5 to Cedros Avenue, are projected at approximately \$8 Million. Presently the City has received approximately \$850,000 for the west side construction project, and the City Staff is working to secure additional funding through budgetary earmarks and grant funding. Staff has applied for construction grants through SANDAG, Congressman Levin's office. As an interim improvement on Lomas Santa Fe west of Interstate 5, a project has been included in the annual roadway repair project to overlay and restripe Lomas Santa Fe. This work would include narrowing the travel lanes so that bike lane buffers can be provided in each direction.

FY 2025/26/24/25 Actions:

- A. Develop Construction Manager Request For Proposal (RFP) and select the most qualified consultants for the City Council's consideration during the construction award process.
- B. ~~Continue to Evaluate and~~ apply for potential construction grant funding for the west section of the project.
- C. Execute amendment to the PSA with City's consultant to Prepare Construction Plans, Specifications, Estimate for the west side for competitive bidding purposes.
- ~~C.D.~~ Add westside plans for next year.

Summary of Budgetary Projections for FY 2025/26/24/25: A grant from SANDAG, in the amount of approximately \$616,000, was obtained for Phase III design. With a 10% match committed by the City, the total amount of funding secured for Phase III design was approximately \$684,000. Construction of the entire length of the corridor is estimated to cost approximately \$15 million. The project was separated into two segments for construction purposes. The first phase consisting of the easterly segment of the project (from Santa Helena to Highland Drive) was estimated at \$7 Million, which has been secured from Congressman Levin's office. The second phase is the west side (from I-5 to Cedros Avenue) is projected to cost approximately \$8 Million. To date, the City has received \$850,000 from Congressman Levin's office. The City has \$1.4M allocated in the Transportation Impact Fee Fund and \$7M in the Federal Grant Fun in the FY 2025/26 Adopted Budget, which will be rolled over to FY 2025/26. The City is expecting to ~~budget and~~ expend the funding received for the east side in ~~FY 2024/25 and~~ FY 2025/26 and FY 2026/27; the \$850,000 of funding expected to be received for the west side is still being programmed and further funding is being sought to complete this important corridor project. City Council authorized a transfer

of \$1,000,000 of surplus Measure S funds at the end of FY 2023/24 to the CIP fund towards the west side. No additional funding is requested for FY 2025/26 at this time.

7. Santa Helena Neighborhood Trail

Summary: The paved area on Santa Helena, north of Sun Valley Road, is approximately 64 feet wide. At least 20 feet of the paved area could be converted into a roadside linear park. The proposed project would reduce the pavement width on Santa Helena, from Sun Valley Road to the trail head at the San Elijo Lagoon and use the additional space for traffic calming improvements and a neighborhood trail. A focus group meeting was held with representatives from several local HOAs, community members and BikeWalkSolana to discuss the proposed project design and receive feedback. The Conceptual Design was presented to City Council in March 2020, and a consultant contract was awarded in July 2021. In October 2021, Staff conducted a community meeting to present the design and seek additional community input.

To expedite traffic calming at the Santa Helena/Santa Victoria intersection (east of Solana Vista School) and implement Safe Routes to School recommendations sooner the project implementation was broken in phases. The first phase of construction will exclude all landscaping, irrigation and work north of Santa Victoria, and implement the recommendations contained in the CATS and Safe Routes to School studies. Staff is completing a striping plan that would reduce the amount of pavement for vehicle traffic and reallocate the additional space for bicycle and pedestrian traffic. Since the existing median was not constructed to carry vehicle traffic, the median area would need to be removed and reconstructed with full structural section in order to implement the reduced width roadway concept. The second phase which will be started in FY 2024/25, will include continued outreach to adjacent neighborhoods and completion of the construction level plans and pursuit of additional funding opportunities.

FY 2025/26 Actions:

- ~~A. Conduct Community Engagement.~~
- ~~B. Perform final engineering for Phase 1 improvements.~~
- A. Perform Environmental Clearance.
- B. Prepare construction drawings and bid documents for the striping project.
- C. Advertise for construction bids, award construction contract and construct project.

Summary of Budgetary Projections for FY 2025/26: The Phase 1 construction is estimated at \$450,000 for FY 2024/25 which would reduce the roadway width of Santa Helena, from Sun Valley Road to Santa Victoria (east) by the placement of concrete curb and gutter approximately 40 feet east of the existing westerly curb. Other improvements include the creation of an asphalt path on the east side by utilizing the existing asphalt pavement and curb/gutter and curb popouts and crosswalks at the Santa Helena/Santa Victoria (east) intersection. The FY 2024/25 Budget Update allocated a \$450,000 transfer from the Measure S Fund to the CIP Fund for construction of this project.

8. City Hall Deferred Maintenance

Summary: During FY 2024/25, two HVAC units at City Hall were replaced, including resealing the roof ducts and replacing associated duct insulation. This project was completed in April 2025. Also in FY 2024/25, the elevator modernization project began and is expected to be completed by June 2025.

For FY 2025/26, planned projects include replacing two additional HVAC units along with associated ductwork.

~~During FY 2023/24, significant improvements were made to City Council Chambers and the City Hall was repaired and repainted. During this work it was determined that further weather sealant work was necessary to address leaking that had been ongoing during significant rain events. This project was completed in May 2024. The projects identified for FY 2024/25 would include replacement of the floor drains in all restrooms, repairs to the parking lot, replacement of two (2) A/C units and associated duct work, and mechanical upgrades to elevator equipment.~~

FY 2024/25-2025/26 Actions:

- ~~A. Replace the floor drains/floor tiles for the men's and women's public restroom near Council Chambers and the women's employee restroom near the back door.~~
- ~~B. Upgrades to the elevator mechanical room.~~
- ~~C. Parking lot repairs.~~
- ~~D. Replace two A/C HVAC units and corresponding duct work to provide for interior energy efficiency as part of window retrofit work that could allow for windows that could be opened for natural ventilation.~~

Summary of Budgetary Projections for FY 2024/25-2025/26: ~~The \$100,000 allocated in FY 2023/24 for the upgrades to the elevator were not utilized and need to be reallocated to FY 2024/25. \$60,000 for City Hall AC and duct work are expected to be appropriated in FY 2025/26 and FY 2026/27 Adopted Budgets. There is \$30,000 available in FY 2024/25 Adopted Budget for An additional \$100,000 is required for FY 2024/25 for the restroom improvements (\$35,000), the parking lot repairs, that can be rolled over to FY 2025/26. (\$30,000), and the A/C and duct work replacement (\$35,000).~~

9. Fletcher Cove Improvements

Summary: The proposed Fletcher Cove Improvements consist of the replacement of the beach access ramp, the dissipater grate at the bottom of the ramp, and improvements to the shower area, including the drainage and expansion of number of shower heads. The ramp replacement includes replacing the concrete ramp, the asphalt concrete walkway immediately south of the ramp, the concrete curb and the metal handrailing. As part of that

project, the dissipator grate would be also replaced. The existing dissipator grate was installed in approximately 1998, as part of the NCTD train station project and associated drainage work. Due to the ocean weather and salt water, the dissipator grate is corroding and needs to be replaced. A Coastal Development Permit waiver from the California Coastal Commission was obtained in November 2023 for replacement of the dissipator grate and associated beach access ramp improvements. ~~Council has also directed the City Manager to work with the City Engineer to install additional shower heads if possible (as part of the shower drainage system repairs) to address the back-up of users that often occurs from rinsing off at the top of the ramp. A project to replace the Fletcher Cove Beach Access Ramp, the dissipator grate and install a shower tower at the bottom of the ramp was advertised for construction bids in April 2025. It is anticipated that a construction contract will be awarded in the summer of 2025 so that construction can start after Labor Day (September 1, 2025). It should be noted that the Coastal Development Permit for this project does not allow for construction to occur between Memorial Day and Labor Day.~~

FY 2025/2624/25 Actions:

- ~~A. Engage the Public and Public Arts Commission (PAC) to solicit design ideas for the replacement dissipator grate. Completed~~
- ~~B. Identify costs for grate replacement for incorporation into the construction project of the beach access ramp. Completed~~
- ~~C.A. _____ Repair outdoor shower plumbing and include the installation of additional foot showers adjacent to the existing outdoor shower.~~
- ~~B. Construct the comprehensive Fletcher Cove Improvement Project to include the above components as determined to be appropriate and feasible.~~
- ~~D.C. _____ Repair Lithocrete.~~

Summary of Budgetary Projections for FY 2025/2624/25: The repairs to the access ramp and replacement of the dissipator and additional shower improvements are estimated to cost \$250,000. ~~There is \$190,000 allocated in the Sand Retention Fund’s FY 2024/25 Adopted Budget and \$60,000 in the Coastal/Visitors Fund’s FY 2024/25 Adopted Budget, which will be rolled to FY 2025/26 for project completion. The City is expecting to \$140,000 to be appropriated in FY 2025/26 Adopted Budget for the Lithocrete repairs from the Measure S Funds. There is \$190,000 available which was included in FY 2023/24 CIP budget.~~

10. Replacement of Emergency Generator at Fire Station

Summary: The existing generator at the fire station is approximately 28 years old and was installed when the fire station was constructed in 1991. Due to the age of the existing generator, the permit with the Air Pollution Control Board only allows for the operation of the generator up to 20 hours per year in non-emergency situations during testing and maintenance. As part of the design study, the operational needs of the building were evaluated to determine the size of the generator required. The electrical switchgear was also evaluated to determine if upgrades were necessary. The project was advertised for construction bids during FY 2024/25 and the City Council awarded a construction contract

in April 2025. (Note the award part is anticipated since the award staff report will be considered at the April 23 City Council meeting).

FY 2024/25-2025/26 Actions:

- A. Obtain Contractor to obtain -permits from Air Pollution Control District (APCD).
- ~~B. Research public safety grant opportunities and evaluate funding options for purchase of emergency generator.~~
- B. Advertise and construct project. COMPLETED (only advertisement, construction moved to item below)
- C. Complete construction of project

Summary of Budgetary Projections for FY 2024/25-2025/26: ~~The cost to complete the design of the generator replacement is approximately \$40,000. The purchase and installation of a new generator is estimated to cost approximately \$250,000. The actual cost for this project will be determined after the project is advertised for bids. There is \$250,000 available which was included in FY 2023/24 CIP budget. Complete construction funding is estimated to cost \$243,000 plus \$30,000 in contingency was (is anticipated to be) appropriated as part of the award of a construction contract in April 23, 2025, with \$209,000 current appropriated as part of the FY 2024/25 Adopted Budget in CIP fund. The shortfall of \$41,000 is requested to come from the CIP unserved fund balance.~~

11. Highway 101 Pedestrian Crossing (San Elijo Lagoon Trail Connection) – Moved to CRT Extension Priority Item

Summary: ~~With the installation of the pedestrian tunnel underneath the railroad track near the north end of the City, Staff has been investigating the installation of a pedestrian crossing across Highway 101 in the vicinity of the pedestrian tunnel and Cardiff/Seaside State Beach. Since a tunnel under Highway 101 or a bridge over Highway 101 were determined to be economically infeasible, Staff continues to work with a traffic engineering firm and Staff at the City of Encinitas to develop an at grade crossing option. A conceptual design was presented to the City Council in March 2024, and Staff was directed to continue to work on the design to integrate input received.~~

~~This project will likely require several actions to obtain funding and implement construction that may not all be completed within this fiscal year due to the complexity and multi-jurisdictional nature of the project. This includes environmental and engineering studies, municipal permits, and a Coastal Development Permit (CDP).~~

The City of Encinitas received a grant from the State for the installation of a pedestrian crossing of Highway 101 near Harbaugh Seaside Trails. Staff is meeting with Encinitas staff to discuss the project. The extension of the Coastal Rail Trail that would connect the Highway 101 crosswalk with the existing end of the CRT is included below as a separate section project in this Work Plan.

FY 2024/25 - 2025/26 Actions:

- ~~A. Continue to work with Encinitas on traffic calming measures and good transitions leading into and exiting City limits.~~
- ~~B. Continue to explore the extension of the CRT north to the City limits in conjunction with the proposed pedestrian crossing.~~
- ~~C. Develop design and construction plans, specifications and estimate (PS&E) for project applications and grant funding opportunities.~~
- ~~D. Pursue cost-sharing agreement with City of Encinitas.~~
- ~~E. Obtain CEQA clearance.~~
- ~~F. Obtain Coastal Development Permit/Exemption from the Coastal Commission.~~

~~**Summary of Budgetary Projections for FY 2024/25-2025/26:** Construction costs are unknown and would be determined once an at-grade crossing option is selected. The cost for preparation of Plans, Specifications and Estimate (PS&E) for the at-grade crossing is estimated at \$45,00075,000 and is included in the CIP section of the budget for FY 2026/27.~~

12. Glenmont Pocket Park

Summary: The City has been working with Santa Fe Irrigation District (SFID) to explore the possibility of the development of a park along Glenmont Avenue adjacent to the SFID reservoir. The City has initiated discussions with SFID to create an agreement and a timeline for the development of a future park at this location. The site is presently used by SFID as a construction staging and laydown yard for the recently completed water pipeline upgrade project. The City has been informed that it will also be needed for a near-term project to repair and/or replace the existing tank roof, and conduct other seismic and system retrofits. The SFID is currently conducting a study of the scope and timeline for that reservoir repair work, which is anticipated to be ~~completed~~completed in early 2025. At that time, the City will be able to create a timeline for design, funding, bid, and construction. In the meantime, the City has already begun doing some conceptual design work to create a harmonious, functional, and aesthetic park environment that integrates into the surrounding community character and fosters community engagement. Future fiscal year work will include city and CCC permitting, construction RFP and bid process, and construction.

FY 2025/26-24/25 Actions:

- A. Work with the community to receive project feedback on design and prepare a preliminary project timeline and conceptual design.
- B. Enter into an agreement with Santa Fe Irrigation District.

Summary of Budgetary Projections for FY 2025/26-24/25: It is estimated that the conceptual design and public outreach would cost approximately \$10,000, and the estimated cost for preparation of construction plans including landscaping and irrigation plans is \$65,000. Additional funding will be required for future fiscal years for construction; a construction cost estimate will be provided after the project is designed. There is \$350,000 available which was included in FY ~~2023/24-2024/25~~ CIP budget. The City is expecting an

additional \$75,000 to be appropriated in the FY 2026/27 Adopted Budget from Public Use Facilities Impact Fee Fund. Staff has also included a placeholder amount of \$1,000,000 in the FY 2027/28 CIP budget for construction of the project.

13. Traffic Signal Upgrades

Summary: The City has 16 signalized intersections, that are maintained by Yunex. The City's traffic engineering consultant, STC Traffic, performed a citywide traffic signal assessment and made recommendations to maintain and improve the efficient and effective operation of the traffic signal systems. The first phase of improvements ~~is~~ was to replace obsolete, damaged, and worn equipment, with a future phase to comprehensively upgrade and modernize the City's system and equipment. The final component in the Phase I improvements was to install Battery Backup Systems for two intersections (1) Stevens/San Rodolfo (2) Stevens/Valley Ave. ~~is to replace a traffic signal controller cabinet at the Lomas Santa Fe/Solana Hills intersection. Additional smaller improvements and enhancements, including lead pedestrian intervals and bike signals, are completed based on public input, traffic enforcement, and other relevant safety data.~~ The Phase II comprehensive system improvement will require significant costs and a master plan based on priority components and upgrades.

FY 2024/25-2025/26 Actions:

- ~~A. Replace the signal control cabinet at Lomas Santa Fe/Solana Hills intersection.~~
- ~~B. Explore alternate signalization for turning movements along Lomas Santa Fe.~~
- ~~C. Research installation of leading walk signals on all traffic signals along Steven's Avenue.~~
- D.A. Prepare a master plan for comprehensive system improvements as recommended in the citywide assessment.

Summary of Budgetary Projections for FY 2024/25-2025/26: ~~The completion of the Phase I and additional ancillary signal improvements as needed to improve circulation FY 2023/2024 appropriated \$114,000. Most of phase one improvements have been completed. Approximately \$45,000 is left in the budget which should be enough to complete phase one during FY 2024/25. Phase II, it is much more comprehensive, and Staff will be evaluating various elements of improvements and will provide priority projects and corresponding cost estimates consistent with the City's traffic signal master plan. The City is expecting an appropriation of -Approximately \$230,000 for FY 2026/27 Adopted Budget from Gas Tax Funds. has been budgeted for phase II.~~

14. Fletcher Cove Community Park and El Viento Pocket Park Trail Upgrade.

Summary: The existing trail system in both locations are subject to significant erosion during storm events. This project would convert the existing D.G trail pathways into a more stable semi-pervious surfacing that can withstand high-precipitation storm events, and is ADA

compliant. Staff has done research on GraniteCrete and Organic-Lock alternative products, which are products that can be used in lieu of bonded/stabilized DG.

FY 2024/25-2025/26 Actions:

- A. Develop a set of design plans, specifications, and cost estimate (PS&E) for both sites.
- B. Conduct bid process and complete construction.

Summary of Budgetary Projections for FY 2024/252025/26: The preliminary cost for both sites is estimated at \$200,000, which is currently appropriated in the FY 2024/25 CIP Fund and will be rolled over to FY 2025/26.~~was included in the FY 2023/24 2024/25 CIP Budget.~~

15. South Sierra/South Acacia Parkway Improvements Completed

Summary: ~~This project will enhance the existing parkway along South Sierra/South Acacia adjacent to the Distillery Parking Lot by widening the sidewalk and installing street trees and grates.~~ CONSTRUCTION OF THIS PROJECT WITH THE PLANTING OF THE STREET TREES WAS COMPLETED IN MARCH 2025.

FY 2024/25 Actions:

- ~~A. Complete design and develop a set of design plans, specifications, and cost estimate (PS&E).~~
- ~~B.A. Conduct bid process and complete construction and installation.~~

Summary of Budgetary Projections for FY 2024/25: ~~The project is estimated to cost \$80,000.~~

16. Highway 101 Tree Grate Replacement

Summary: The decorative tree grates were installed as part of the Highway 101 Westside Improvement Project back in 2011. Because of normal wear and tear, the tree grates are starting to deteriorate. This project will replace the existing, deteriorating tree grates along the west side of Highway 101. During FY 2024/25, a total of eight tree grates were purchased at a cost of approximately \$25,000.

FY 2024/252025/26 Actions:

- A. Replace tree grates along Highway 101, with Cast Iron Grey anti skid tree grates, considering new materials to extend the lifespan and bulk purchase for greater cost efficiency; however, ongoing replacement should continue to take place to address damaged grates as necessary.
- B. The number of tree grates to be replaced in future years will be determined based on an as-needed basis. ~~on the success of the initial project.~~

Summary of Budgetary Projections for FY ~~2024/25~~2025/26: The estimated cost to replace an additional eight tree grates is \$25,000. Project is estimated to cost \$25,000 for the replacement of the initial 5 grates. The City is expecting an appropriation of \$25,000 annually for FY 2025/26 and FY 2026/27 Adopted Budgets from Coastal Business/Visitors Fund.

17. Glencrest Sidewalk Improvements

Summary: This project will construct concrete curbs, gutters and sidewalks along both sides of Glencrest Drive from Lomas Santa Fe to Dell Street. This project is identified as a high priority project in both the Safe Routes to School and CATS programs.

The City ~~will develop concept plans~~ is preparing construction drawings and bid documents that minimize impacts to the private improvements that are encroaching into the public right of way. The intent of this project is to provide safe pedestrian facilities while respecting private improvements and residential parking to the extent feasible without acquiring additional right of way.

FY ~~2024/25~~2025/26 Actions:

~~A. Develop concept plans based on feedback received at the May 22, 2024 City Council meeting.~~ Completed

~~B. Update City Council.~~ Completed

~~C. Conduct community outreach.~~ Completed

~~D.A. Develop Complete~~ PS&E package.

~~E.B.~~ Advertise for bids.

~~F.C.~~ Complete construction

Summary of Budgetary Projections for FY ~~2024/25~~2025/26: Preliminary tasks will be Construction drawings and bid documents are ~~performed~~being performed by in-house Staff. Construction costs will be developed during the final design phase. There is \$75,000 available which was included in the FY 2023/24 TrasNet Budget that was rolled over to FY 2024/25. These funds will be rolled over to FY 2025/26. -CIP Budget. Staff has applied for construction grants through SANDAG, Congressman Levin's office and State Assemblymember Boerner's office .

18. Major Storm Drain System Improvement Projects

Summary: There are a number of storm drain systems throughout the City that are in need of improvements/upgrades. This project provides ongoing priority ranking, design and construction of city-wide storm drain system improvements based on available funding A project was completed in FY 2023/24 to line and replace several Corrugated Metal Pipes that were in the worst condition. The FY 2024/25 project will consist of open trench replacement of deteriorated corrugated metal pipes (CMP) throughout the City. A construction contract was awarded at the March 12, 2025, City Council meeting. It is

expected that this project will be under construction before the end of the 2024/25 fiscal year. There is also a separate pipelining project that was identified in the FY 2024/25 CIP budget. This project is currently under development and should be advertised for construction bids before the end of FY 2024/25.

The CIP for the FY 2025/26 budget is expected to appropriate \$500,000 for storm drain improvements in various parts of the City.

FY 2024/25/2025/26 Actions:

- A. Identify priority projects to continue to improve storm drain infrastructure throughout the City.
- B. Complete design and conduct public bidding process for major projects.
- C. Construct improvements.

Summary of Budgetary Projections for FY 2024/25/2025/26: Estimated total cost of ~~\$450,000~~\$500,000 for storm drain improvements in Fiscal Year ~~2024/25~~2025/26, which is expected to be appropriated in the FY 2025/26 Adopted Budget by Measure S Funds. identified in the CIP for the FY 2025/26—the Adopted Budget.

19. Cliff Street Comprehensive Improvements

Summary: Cliff Street runs generally east to west ascending steeply from its starting point ~~; with a steep grade trending up, starting~~ at N. Cedros Avenue. Presently, Cliff Street is paved with asphalt/concrete (a/c), and has no sidewalk, intermittent a/c berms, and a variety of materials along the shoulder used primarily for parking. ~~There is presently~~ Currently, there ~~nois no~~ is no underground drainage system in place, and precipitation and other runoff flow occurs from east to west, carrying sedimentation during storm events. City Council has requested that the City Engineer look into possible designs for improved pedestrian access along Cliff Street. As part of this review, it is considered a good Engineering practice to ~~review possible~~ evaluate potential drainage improvements to mitigate address runoff and erosion along this street. City Staff will evaluate the limitations and challenges with respect to existing private improvements encroaching into the right of way, co-alignment for drainage improvement, and possible design solutions for consideration by the City Council. A continuous walkway would also be implemented along the east and south sides of the road to accommodate pedestrians.

FY 2024/25/2025/26 Actions:

- A. Develop ~~an opportunities~~opportunities and constraints analysis for Cliff Street for both pedestrian access, such as a walkway, and drainage.
- B. Conduct engagement with residents and nearby businesses and schools on use and possible design ideas.
- C. Develop design-level plans for the proposed drainage system

D. Develop a construction-level cost estimate for the proposed drainage and walkway improvement

Summary of Budgetary Projections for FY 2024/252025/26: Preliminary tasks will be performed by in-house Staff. A field survey and development of an opportunities and constraints memo will be performed by the City's on-call consultants for approximately \$15,000.

20. CRT Extension at North City Limits

Summary: This would be a continuation of the City's existing Coastal Rail Trail (CRT) from its current terminus near Ocean Street northerly to the City's jurisdictional boundary with the City of Encinitas. The project would end at a proposed pedestrian crosswalk that would link the Harbaugh Seaside Trails to the Seaside State Beach in Encinitas. The project would include an extension of the concrete path, decomposed granite (DG) shoulders, landscaping, irrigation and minor concrete repairs to the existing concrete path.

FY 2025/26 Actions:

A. Prepare plans, specifications and estimate (PS&E) package.

B. Advertise for construction once funding has been identified.

Summary of Budgetary Projections for FY 2024/252025/26: Estimated total cost for this project is ~~\$37500,000~~. The City is expecting to appropriate \$375,000 in Public Recreation Impact Fees for FY 2025/26 & FY 2026/27 Adopted Budgets for design (\$75,000) and construction (\$300,000). Staff has applied for construction grants through Congressman Levin's office and State Assemblymember Boerner's office.

ORGANIZATIONAL EFFECTIVENESS

A. STAFFING AND OPERATIONAL

20-21. Staff Engagement and Effectiveness

Summary: The Staff in the City of Solana Beach are the backbone of operations and essential for delivering vital services to our residents. Recognizing their expertise, individualism and role fosters a strong, Staff-focused workplace. The cornerstone to the success of our city lies in prioritizing their well-being, growth, and recognition as key drivers of community success. Creating a highly supportive municipal work environment should include Staff engagement aimed at empowering employees, supporting professional growth, and maximizing skills that contribute to organizational success. This can be realized through a consistent and fair approach to hiring that ensures inclusiveness, transparency and internal promotional opportunities.

FY 2024/252025/26 Actions:

- A. Create programs that implement an “open-door policy” where employees can share their ideas, concerns, and suggestions for continuous improvement of the City as a workplace and a community.
- B. Identify opportunities as part of the annual review process for Staff to pursue certifications, attend workshops, and participate in ongoing training and development opportunities to enhance employees' skills and knowledge.
- C. Conduct mandatory training for all (100%) permanent City employees focused on promoting accountability, transparency, and ethical standards.
- D. Conduct annual performance reviews and regular feedback sessions to provide employees with opportunities for growth and improvement.

Summary of Budgetary Projections for FY 2024/252025/26: These actions can be completed with City Staff time.

21-22. Promote a Diverse and Inclusive Work Environment

Summary: Recognizing the evolving social and political landscape, organizations are actively working towards fostering diversity, equity, and inclusion within their ranks. Research indicates that beyond legal and moral imperatives, diversity and inclusion offer substantial competitive advantages. The City is committed to nurturing an inclusive workplace culture, emphasizing employee engagement to bolster professional advancement, development, and retention. These objectives are communicated

transparently to Staff and the Council, with progress assessed through key performance indicators that track trends within the City and across the broader region. By incorporating these actions, the City can actively promote and cultivate a more diverse, equitable, and inclusive workplace environment.

FY 2024/2025/25-26 Actions:

- A. Implement regular diversity training sessions and workshops for all Staff members to raise awareness and promote understanding of diverse perspectives, cultures, and identities.
- B. Review and update City policies and procedures to ensure they are inclusive and supportive of all employees, regardless of their background or identity.
- C. Collaborate with local community organizations and advocacy groups to foster partnerships and initiatives that promote diversity and inclusion both within the City workforce and the broader community.

Summary of Budgetary Projections for FY 2024/25/2025/26: These actions can be completed with City Staff time; additional funding may be necessary to bring in outside speakers or forms of DEI workshops for City Staff.

22-23. Implement Performance Measurement Program

Summary: Implementing a performance measurement program involves establishing a systematic approach to evaluate and track the effectiveness and efficiency of the City. By measuring the current activities areas for improvement can be identified. The City can work with the employees to make adjustments in programs, policies and practices that can result in a better workplace environment, with improved organizational productivity and with optimal customer service.

FY 2024/2025/25-26 Actions: Initiated

- A. Complete analysis of FY 2024³/2025⁴ performance measures and report results and action plan to City Council in the FY 2025⁴/2026⁵ Budget.
- B. Identify relevant Key Performance Indicators (KPIs) that align with City Council goals and ensure both customer service and a positive workplace experience are maintained.
- C. Identify appropriate community survey tool(s) to evaluate customer satisfaction that match with the performance measurement goals.
- D. Recognize/Evaluate existing Committees/Commissions and un-official Committees/Commissions and develop performance measures and/or guidelines for these designees.

Summary of Budgetary Projections for FY 2024/2025/25/26: These actions can be completed with City Staff time.

23. Social Media Digital Communications

Summary: The City continues to effectively successfully utilize social mediadigital communications to engage keep the community engaged, informed, and connected. Regular updates to the City's website, email alerts, the weekly e-newsletter (Solana Beach Weekly Update), and active use of social media platforms (Facebook, Instagram, X & LinkedIn) allow the City to promptly share important by sending information regarding City services, programs, activities, news, and events, through Instagram, Facebook and other platforms. In the coming year, Tthere will be a concentrated effort to increaseexpand the City's social media presence and maximize the use of digital platforms to better promote and grow of City community forward programs, events and initiatives, specifically withsuch as the City of Kindness Initiative. Social media accounts are used to better will focus on key news updates, and special events, and important information that the community should be aware of such as specific programs like the Junior Lifeguard Program, Summer Day Camp Program, and various sSpecial eEvents to ensure residents stay informed about important updates and opportunities. hosted by the City. By incorporating the following actions, the City can effectively leverage its digital outreachsocial media as a tool for engaging the community engagement and promoting promotion of City programs, events, and initiatives.

FY 2024/2025/25-26 Actions:

- A. Continue to increase community engagement by growing the City's social media accounts and providing useful and community focused information and posts.
- B. Provide training for City Staff to ensure social media accounts are managed responsibly and content is appropriate and reflective of the City.
- C. Regularly monitor social media channels for comments, messages, and mentions to ensure information is consistent with City-driven information.
- D. Create partnerships with local businesses and organizations to amplify the reach of City messages and events on social media.
- E. If possible, track key metrics such as reach and engagement to measure the effectiveness of social media efforts and to inform future communication to residents and businesses.
- F. Evaluate the effectiveness of current social media strategies and make adjustments as necessary to better align with community interests and engagement goals.

Summary of Budgetary Projections for FY 2024/25/2025/26: Most of the social media tasks are completed by City Staff. The City does pay approximately \$~~9080~~ a month for the Constant Contact notification system.

24. Cyber Security Expansion- Awareness Training, Business Continuity & Disaster Recovery

Summary:

In the past fiscal year, the City made significant strides in strengthening cybersecurity infrastructure and operational readiness. A full deployment of a Cybersecurity Operations System was completed, providing enhanced visibility and threat detection across the network. Staff refined the Disaster Recovery and Business Continuity Plan by improving network redundancy through the installation of UPS battery backups and rewiring of the switch stack and patch panel infrastructure for greater efficiency and reliability.

In parallel, the City launched a comprehensive Cybersecurity Awareness Program, which included four quarterly phishing campaigns, remediation training for participants, one citywide cybersecurity awareness survey, and a third-party cybersecurity assessment to evaluate current practices and identify risks. Additionally, the city has partnered with local cybersecurity groups such as the Cybersecurity and Infrastructure Security Agency (CISA) for external penetration testing done bi-weekly to the network.

The City's current Cyber Security Awareness Initiative is in need of growth to increase protection across the City's technology infrastructure. With the deployment of new technologies in place, it is recommended the City continue ongoing tasks related to information security awareness, along with continued reinforcement of information systems processes and procedures. Staff will continue to implement enhanced cybersecurity training tactics in the form of fake malicious e-mails and set up necessary training to increase Staff awareness.

FY 2025/26 2024/25 Actions:

- Implement cybersecurity incident response protocols based on NIST guidelines, including reporting and escalation procedures.
- Expand cybersecurity training offerings with role-specific modules for staff handling sensitive data.
- Conduct an annual tabletop exercise to test Business Continuity and Disaster Recovery readiness.
- Establish a recurring schedule for backup system audits and validation tests.
- Review and update the City's Information Security Policies to reflect evolving cybersecurity threats and best practices.
- A. Budget for software and infrastructure costs for cybersecurity operations system. Completed and On-Going
- B. Continually refine Disaster Recovery/Business Continuity plan as systems develop. Completed and On-Going

Summary of Budgetary Projections for FY 2025/262024/25:

Core cybersecurity infrastructure is in place; current efforts will focus on training, policy development, and testing. All anticipated costs are included within the existing IT budget allocations.

~~Direct cost related to Cybersecurity is estimated at \$25,000. These costs are included within the budget of other asset acquisitions in the IT budget: Security Operations Center deployment, Firewall hardware and licensing, local and cloud data system backups, Staff training software, Network Operations Center monitoring and reporting for servers, intrusion detection software for servers, and server network hardware upgrades.~~

25. Unified Communications

Summary:

~~The City continued its initiative to modernize and unify its communication platforms during FY 2024/25. Staff completed an internal audit to remove unused phone lines, and public Wi-Fi was successfully expanded to La Colonia Park and Fletcher Cove. Council approved a new vendor for the City's phone system, and deployment is scheduled for the upcoming fiscal year. In addition, Council Chambers technology was upgraded to improve hybrid meeting capabilities, including the installation of voting PC monitors, kiosk displays, enhanced sound with hard-wired microphones, and streamlined AV switching infrastructure. Internally, the City launched a centralized knowledge base for staff, improving information access and support across departments.~~

~~The City's current communications infrastructure is in need of unification and continued growth to increase productivity for Staff and accessibility from both Staff and the public. Currently, all City buildings are in the process of obtaining fiber optic connection points, allowing us to put in place necessary unified communication infrastructure.~~

FY 20254/265 Actions:

- ~~• Complete migration to the Council-approved cloud-based phone system.~~
- ~~• Integrate Microsoft Teams with the new phone system for unified communications across devices and locations.~~
- ~~• Monitor and evaluate public Wi-Fi performance; consider expansion to additional parks and facilities as needed.~~
- ~~• Continue refinement of Council Chambers broadcasting to enhance the hybrid meeting experience.~~
- ~~• Maintain and update the internal knowledge base to ensure timely access to support documentation and FAQs.~~

~~A. Migrate the phone lines to an internet system.~~

~~B. Integrate Office 365 application Teams with Staff phone system to increase accessibility for Staff.~~

~~C. Continue to deploy public Wi-Fi expansion at City facilities, parks and beaches.~~
Completed and On-Going

Summary of Budgetary Projections for FY ~~20242025/2526:~~

Budget will support phased implementation of the new phone system and Teams integration. All other tasks, including Wi-Fi monitoring and knowledge base maintenance, will be managed with existing IT resources and staff time.

~~Staff are currently researching potential costs dependent on which upgrade path is chosen for the Council Chambers. A phased approach will be brought to Council for consideration and funding.~~

B. City Initiatives

1. City of Kindness Coalition

Summary: The City of Kindness is a coalition of organizations dedicated to inspiring and promoting kindness worldwide. This initiative aims to effect meaningful change among schools, professionals, young people, elected officials, and companies. It is a project of the Social Impact Fund, a non-profit public charity that supports efforts to advance social good and make a positive difference globally.

Mayors across the country have united to encourage the nation to adopt a culture of kindness in our cities, businesses, and schools through acts of kindness. Solana Beach is officially a part of this coalition, and our Staff will continue to collaborate with the community group to promote the program and assist with events regularly. We will integrate these activities into City events and programming to foster a kinder and more inclusive community. By working together, we can create an environment where kindness thrives, benefiting everyone in our city.

FY 20254/265 Actions:

- A. ~~Conduct an RFP for~~ Install banners with themes to implement the City of Kindness programs.
- B. Encourage acts of kindness throughout the community and submittal of observed acts of kindness to the Kindness Counter link on the City's website.
- C. ~~Host monthly outreach events~~ efforts concurrently with existing City events for residents of all ages to come together and create and decorate rocks with positive messages of kindness and encouragement.
- D. Continue annual World Kindness Day celebration event in November to bring the community together with fun and interactive kindness activities at Fletcher Cove Park.
- ~~C-E.~~ Initiate quarterly "Solana Beach Cares – Seasonal Kindness Drives" to collect and distribute community donations of essential food and other necessities to those in need.

Summary of Budgetary Projections for FY 2024/252025/26: These actions can be completed with City Staff time.

2. Age Friendly Communities Action Plan

Summary: The City acknowledges the importance of addressing the needs of its aging population, which is one of the oldest in San Diego County. In partnership with the San Diego Foundation, the American Association of Retired Persons (AARP), and San Diego State University, the City has embraced the Age-Friendly Communities Program. This initiative seeks to create more livable environments for residents of all ages and abilities by promoting programs and system-level changes.

The Age-Friendly Solana Beach Action Plan, adopted by the City Council on March 22, 2023, outlines strategies to address various needs of older adults, including transportation, housing, outdoor spaces and buildings, community support and health services, respect and social inclusion, communication and information, social participation, and civic participation and enjoyment.

Moving forward, City Staff will continue to implement programs and policies outlined in the adopted Age-Friendly Action Plan. Solana Beach remains committed to fostering an inclusive and supportive community where residents of all ages can thrive.

FY 20254/265 Actions:

- A. Implement circulator or shuttle services specifically tailored to meet the transportation needs of seniors, providing convenient access to essential services and amenities.
- B. Continue to coordinate with other local service providers, including Solana Beach Community Connections, Solana Beach Presbyterian Church, the County Library, etc. to maximize programs and services for the senior community.
- C. Work with youth organizations such as the Solana Beach ~~Unified~~ School District and San Dieguito Boys & Girls Club, to develop a program that pairs youth with senior residents to provide companionship, friendship, and mentoring/tutoring opportunities that reflect both the City of Kindness initiative and the Age-Friendly Action Plan
- D. Increase community-based senior health and wellness programs and activities, including exercise classes, health screenings, and support groups tailored to the needs of older adults.
- E. Within capital projects or facility improvement, include designs that promote accessibility and walkability for persons of all abilities.
- F. Identify funding for fixed- and low-income senior homeowners to retrofit their properties with age-friendly features such as grab bars, wheelchair ramps, and non-slip flooring.

Summary of Budgetary Projections for FY 20254/265: Costs for implementing a circulator service ~~will be continue to be~~ developed through further engagement and funding opportunities, ~~and will be brought before the Council for consideration mid-year.~~ Staff has recommended \$100,000 be allocated in the next fiscal year budget for this purpose. City Staff will continue to explore partnerships to maximize senior programs and services including utilizing City facilities. Staff will continue to work with organizations such as the Boys and Girls Club, Solana Beach Presbyterian Church Senior Center and Solana Beach Community Connections to provide programming for the senior community. However, increased programs and services may require more investment from the City, which will be brought to Council for consideration before implementation.

3. The Mayors' Monarch Pledge

Summary: The monarch butterfly, an iconic species, has seen a dramatic decline in its populations, with eastern populations decreasing by 90% and western populations by 99%

in recent years. To combat this decline, the City of Solana Beach has joined the National Wildlife Federation's (NWF) Mayors' Monarch Pledge. This initiative encourages U.S. cities, municipalities, and communities to create habitats for the monarch butterfly and other pollinators, and to educate residents on how they can contribute to these efforts at home and within their communities.

By taking the Mayors' Monarch Pledge, mayors must commit to implementing at least three of the 30 action items listed on the NWF website (nwf.org/MayorsMonarchPledge) each year they participate. At least one of these actions must come from the "Program & Demonstration Gardens" section. Mayors who complete eight or more actions are recognized as part of the National Wildlife Federation's Mayors' Monarch Pledge Leadership Circle, and those who complete 24 or more actions are honored as Monarch Champions.

The City of Solana Beach first committed to the pledge for the 2021 program year and has renewed its pledge for the 2022, 2023, ~~and 2024~~, and 2025 program years. The City is actively involved in this initiative by implementing various action items, such as establishing demonstration gardens, hosting educational events, and planting milkweed and pollinator-friendly native nectar plants. Furthermore, the City reports its progress annually, detailing the engagement activities, the number of participants, and the specifics of the planted areas to track and promote the success of these conservation efforts.

FY 20245/265 Actions:

- A. Continue to engage with the SeaWeeders and other partners to support monarch butterfly conservation and plant native milkweeds and nectar-producing plants in locations like the Coastal Rail Trail, at the La Colonia Community Center, and other City-owned properties.
- B. Add or maintain native milkweed and nectar producing plants in community gardens and at the El Jardin de los Ninos at the La Colonia Community Center.
- C. Add native milkweed and nectar producing plans at new City projects, including the future Glenmont Park.
- D. Prepare annual report about progress on the above three actions including statistics on numbers of plants purchased or planted per the Mayors' Monarch Pledge guidelines.

Summary of Budgetary Projections for FY 20245/265: ~~Staff time, m~~Maintenance costs for plants, and any costs for new plants to replenish existing monarch gardens purchased by the City (around \$1,000/annually) is approximately \$1,000 annually (included within Public Works budget). To expand to other City-owned properties, Staff anticipates another \$10,000 in plant, irrigation, and labor costs (to be included within the Climate Action Plan budget).

4. San Diego Regional Climate Collaborative

Summary: The San Diego Regional Climate Collaborative is a network of public agencies, nonprofits, businesses, and academia working together to advance climate change solutions and promote sustainability across the San Diego region. By fostering collaboration and information sharing, the Collaborative aims to enhance regional efforts in climate protection, resilience, and sustainability.

The City of Solana Beach has been an active participant in the San Diego Regional Climate Collaborative, engaging in various initiatives to advance sustainability and climate resilience. Over the years, the City has collaborated with other member jurisdictions to share best practices, develop and implement climate action plans, and participate in regional projects focused on reducing greenhouse gas emissions and enhancing climate resilience. Notable achievements include the successful implementation of waste minimization programs, efforts to protect and restore healthy ecosystems, and initiatives to improve water quality and efficiency. Through its ongoing participation, the City continues to demonstrate leadership in promoting sustainability and addressing climate change at the regional level.

FY 2025/26 Actions:

- A. Renew the City membership and attend the San Diego Regional Climate Collaborative meetings and sponsored events.

Summary of Budgetary Projections for FY 2025/26: Participation in SDRCC meetings and events will be limited to Staff time. If sponsorship or other opportunities are presented, additional budget authorizations will be consistent with City policy.

5. Healthy and Livable Communities

Summary: The City of Solana Beach has always been a leader in initiating programs and policies to encourage healthy, safe and thriving community. Throughout the years, the City has adopted progressive policies to ensure the health of all residents, especially the youth and seniors. While these policies are sprinkled throughout this Work Plan in various Priority Items, we felt it was important to add a dedicated item to include any programs or projects that were not specifically included in other sections of the Work Plan.

FY 2025/26 Actions:

- A. Continue to develop and implement programs that encourage active participation for the youth and seniors in the community.
- B. Research the potential for a multifamily smoking ban ordinance.
- C. Implement a quarterly donation drive to collect food and other necessities for needy residents.

D. Continue to work with our Public Safety Departments to ensure a safe and welcoming community. This includes fire safety, law enforcement participation and Marine Safety involvement to ensure residents and visitors feel safe, businesses have access to resources and feel secure, and residents have tools to ensure the protection of their property.

Summary of Budgetary Projections for FY 2025/26: Staff time will be needed to develop and implement additional programs to promote community well-being. Any significant new programs will be brought to City Council for consideration, which may include dedication of new funding.

ENVIRONMENTAL SUSTAINABILITY

A. Policy Development

1. Climate Action Plan Update

~~**Summary:** The City has made considerable progress on many measures identified in the Climate Action Plan (CAP) which was adopted in July 2017. Major highlights include the establishment of a regional Community Choice Aggregation (CCA) program; the adoption of a reach code ordinance to increase Electric Vehicle (EV) infrastructure; and implementation of Senate Bill 1383 which will curtail methane emissions from landfills. According to the latest GHG Inventory completed for 2018 by the San Diego Association of Governments (SANDAG) in conjunction with the Energy Policy Initiatives Center (EPIC), emissions in the City have dropped approximately 40% below the levels first measured in 2010.~~

~~In 2022, the City began a CAP Update process, which is anticipated to be adopted by Council by Fall 2024. The CAP Update will build on the 2017 adopted CAP and incorporate new technologies and trends that have come on the market since 2017, gather the latest best scientific practices, and capitalize on regional knowledge and coalition groups to implement the CAP Update (once adopted, anticipated Fall 2024).~~

~~In October 2024, the City adopted a Climate Action Plan (CAP) Update. The CAP Update builds upon the 2017 adopted CAP and incorporated new technologies and trends that have come on the market since 2017, gathered the latest best scientific practices, and capitalized on regional knowledge and coalitions groups to implement the CAP Update.~~

~~According to the latest GHG Inventory completed for 2018 by the San Diego Association of Governments (SANDAG) in conjunction with the Energy Policy Initiatives Center (EPIC), emissions in the City have dropped approximately 40% below the levels first measured in 2010.~~

Implementation of the policies, strategies, and actions within the Climate Action Plan Update should be prioritized for continued reductions in greenhouse gas emissions and resiliency projects to address and/or mitigate the effects of climate change. Among those actions to be prioritized in the CAP Update for the next fiscal year are a [Building-High Performance Standard \(Reach Code\)](#), publicly accessible electric vehicle charging infrastructure, [a heat pump water heater incentive program](#), and [conduct a GHG inventory—public facility decarbonization plan \(solar and micro-grid projects\)](#). Please refer to the Climate Action Plan for more details on specific policies and key implementation actions.

FY 2025/26 Actions:

~~A. Bring forward an update to the Climate Action Plan for consideration by the City Council. Completed~~

~~B.A. Upon adoption of the CAP Update, implement priority actions as outlined in the CAP Update Implementation Matrix.~~

~~**Summary of Budgetary Projections for FY 20254/265:** The contract with EPIC/Ascent is for \$100,000 to complete the CAP update. This funding is currently allocated in the FY 2023/24 Adopted Budget. Staff estimates \$100,000 annually to implement various actions, as identified in the CAP Update Implementation Matrix. As projects are identified and costs are finalized, projects will be brought to City Council. In addition, \$230,000 is estimated for public EV parking infrastructure and \$100,000 for a senior, microtransit pilot program. Additional cost analysis will be conducted on the CAP Update actions for implementation, as needed of the CAP Update in FY 2024/25. Currently \$56,000 is budgeted for actions adopted in the previous CAP. Additional funding will be considered by the City Council along with the adoption of the CAP Update in FY 2024/25.~~

2. Continued Participation in Clean Energy Alliance (CEA)

Summary: The City of Solana Beach has been at the forefront of promoting and establishing a local Community Choice Aggregation (CCA) program. In February 2018, the City Council gave final approval to launch Solana Energy Alliance (SEA), and SEA officially began operations in June 2018, becoming the first CCA in San Diego County. SEA transitioned to the Clean Energy Alliance (CEA) in collaboration with the cities of Carlsbad and Del Mar. CEA currently includes the cities of Carlsbad, Del Mar, Solana Beach, Escondido, San Marcos, Oceanside, and Vista.

~~For the fiscal year 20254/265, the focus will be on continuing the necessary tasks to wind down SEA and ensure a smooth complete transition to CEA. This includes meeting compliance requirements mandated by the California Public Utilities Commission (CPUC) and working closely with the CEA Board to support the ongoing implementation and success of CEA.~~

The City of Solana Beach remains proud of its leadership role in launching the first CCA in San Diego County and looks forward to continuing its efforts in promoting sustainable energy solutions through the Clean Energy Alliance.

FY 20254/265 Actions:

~~A. Continue working with the selected consultant team (The Energy Authority and Calpine Energy Solutions) to manage the ongoing compliance requirements of SEA that will extend into 2024. Completed~~

B.A. Advocate the potential to increase the baseline RPS of CEA to eventually reach the 100% RPS goal as soon as possible but no later than 2035. CEA has incorporated incremental (~2%) annual increases to the RPS in its Integrated Resource Plan (IRP), as well as the pro forma, to achieve 100% by 2035.

~~C.B. Continue to work with the CEA Board and consultant team to accomplish the necessary tasks to implement and expand CEA in 20254/265.~~

Summary of Budgetary Projections for FY 2025/26: Participation in CEA meetings and events will be limited to Staff time.

3. City Facility Energy Efficiency and Decarbonization Upgrades

Summary: There is an opportunity for City facilities to lower energy usage through the installation of more energy efficient lighting, HVAC systems, new windows and potentially installing photovoltaics and/or battery storage systems. There are also potentially some funding mechanisms available to fund these sorts of projects.

In consultation with Energy Efficiency consultants, Staff will evaluate energy efficiency upgrade options for City facilities and their initial costs and potential future cost savings. Research funding options for any cost-efficient and energy saving projects. Based on the results of this work, energy efficiency measures could be identified and included in the CAP update.

FY 2024/25-2025/26 Actions:

- A. Draft and issue an RFP for an Energy Efficiency Consultant to evaluate potential energy projects for City facilities.
- B. Select an Energy Efficiency Consultant to develop a plan for projects at City facilities.
- C. Research opportunities for the City to enter into Power Purchase Agreements (PPAs) and obtain funding for Microgrids at City facilities.
- D. Pursue the design and installation of operable windows at City Hall.

Summary of Budgetary Projections for FY 2024/25-2025/26: Total costs unknown and would be determined after identifying the scope of the project.

FISCAL SUSTAINABILITY

A. Economic Development

1. North County Transit District (NCTD) Property Planning & Related Issues

Summary: The North County Transit District (NCTD) is the landowner for the property that includes the Solana Beach Train Station. This property has been explored for development over the last couple decades with a number of initiated solicitations for proposal. In December 2014, NCTD issued a Request for Proposals (RFP) and received four development proposals. The responses to this RFP were evaluated by a NCTD Selection Committee with local representation and a selected Development Team was recommended to the NCTD Board. In 2017, NCTD entered into an Exclusive Negotiation Agreement (ENA) with the selected developer and a pre-application review was completed by Community Development Staff on December 21, 2017. Due to several factors, NCTD terminated the ENA in 2018.

The City continues to meet with NCTD [as-needed](#) on the planning and public agency use and/or development of the NCTD site and related public parking. The City has presented interest to develop all or a portion of the property to NCTD.

FY 2024/252025/26 Actions:

A. Continue to work with NCTD to explore future development of the property for public agency use and/or development, including land and development cost appraisals.

Summary of Budgetary Projections for FY 2024/252025/26: Future costs for planning and development are unknown at this time.

B. Facility Asset Management

1. Facilities/Asset Replacement Master Plan

Summary: The purpose of the facilities/asset replacement master plan was to identify costs and funding for the replacement and/or renovation of City facilities and existing assets, including buildings, parks, beach stairs, and the Lomas Santa Fe bridge, and other things such as equipment, vehicles, computers, and furnishings and equipment.

The City completed a condition assessment and associated costs for all City facilities. Starting in FY 2014/15 through FY 2024/25, Council has authorized a total of \$2,371,000 for this Master Plan. The FY 20~~25/26~~24/25 objective is to keep funding this Master Plan and completing necessary maintenance projects at City facilities.

FY 20~~25/26~~24/25 Actions:

- A. Update City facility/asset inventory list on an annual basis. Will be completed by July 1
- B. Prioritize maintenance and replacement costs. Will be completed by July 1
- C. Continue funding this item on an annual basis. Funding will be based on a formula applied to the Internal Service Fund Charge equal to 50% of the annual depreciation value ~~of vehicles & equipment and~~ building & improvement assets for the prior fiscal year end.
 - a. FY 2025/26 Transfer to Asset Replacement will be \$392,316, which is approximately \$165k higher than formula
- D. Skip additional funding to Asset Replacement Fund for FY 2025/26 due to large built up fund balance reserve over \$2.9M but continue to monitor and return to this annual basis approach below in future when appropriate
 - a. Continue funding this item on an annual basis. Funding will be based on a formula applied to the Internal Service Fund Charge equal to 50% of the annual depreciation value of vehicles & equipment assets for the prior fiscal year end
 - i. FY 2025/26 formula based transfer would be approximately \$305k

Summary of Budgetary Projections for FY 20~~25/26~~24/25: The costs to fund facility and asset replacement are significant. For the Asset Replacement Fund the expenditure budget allocation for FY20~~25/26~~24/25 is \$556,782,298,550 and for the Facilities Replacement Fund it is \$246,573,100,600.

C. CalPERS Future Liability

1. Proactively Pursue Measures to Reduce CalPERS Future Liabilities

Summary: Council established a PARS Pension Trust Fund in FY 2015/16 to fund Pension liabilities and has appropriated a total of \$~~5,629,488.204,430,559~~ for unfunded pension liabilities through FY 2023/24. Including contributions and investment earnings, the pension liabilities fund had an account balance of \$~~6,987,430.885,318,450.38~~ as of ~~March 31, 2025~~~~December 31, 2023~~. The purpose of the establishment of this Trust would be to pay down the CalPERS unfunded future liability quicker and provide less volatility which would lower the overall costs to the City.

FY 2025/26~~24/25~~ Actions:

- A. Continue funding the PARS Trust Fund in FY 2024/25 and FY 2025/26.
- B. Consider the development of a Council Pension Funding Policy to address the City's long-term pension obligations.

Summary of Budgetary Projections for FY 2025/26~~24/25~~: Staff will request 35% of the fiscal year end surplus be deposited into the PARS Pension Trust Fund.

D. OPEB Future Liability

1. Proactively Pursue Measures to Reduce Other Post-Employment Benefits (OPEB) Future Liabilities

Summary: Council established and is funding a PARS Post-Employment Benefits Trust Fund in FY 2015/16 to fund Other Post-Employment (Health) Benefits (OPEB) liabilities and has appropriated a total of \$~~1,473,681~~~~1,358,684~~ for unfunded OPEB liabilities through FY 20~~24/25~~~~23/24~~. Including contributions and investment earnings, the OPEB liabilities funds had an account balance of \$~~1,993,200.02~~~~1,510,123.17~~ as of ~~March 31, 2025~~~~December 31, 2023~~. The purpose of the establishment of this Trust would be to establish a long-term reserve to pay down the OPEB unfunded future liability quicker and provide less volatility which would lower the overall costs to the City.

Council approved as part of the FY's, 2018/19 through 2024/25 adopted budgets an amount for the City's OPEB obligation. These amounts were equal to the actuarially determined contribution (ADC) for the fiscal years as determined by ~~Foster & Foster, Inc.~~~~Bartel Associates, LLC~~. The ADC includes annual pay-as-you-go benefit payments for retirees and PEMCHA administrative costs with the balance of the ADC being sent to the PARS Trust Fund for OPEB.

Establishing this funding mechanism in the adopted budgets resulted in a reduction in the City's OPEB net liability by \$~~2,750,870~~~~214,197~~ from \$4,454,874 in FY 2017/18, to \$~~1,704,004~~~~2,240,677~~ on June 30th, 20~~23~~~~24~~. Staff will continue to fund an on-going budget line item equal to the ADC as determined by the OPEB actuarial valuation to address the City's OPEB liability obligation.

FY 20~~25/26~~~~24/25~~ Actions:

- A. Continue funding the PARS Trust Fund in future Fiscal Years pursuant to Council direction.

Summary of Budgetary Projections for FY 20~~25/26~~~~24/25~~: \$~~139,300~~~~115,000~~ is included in the FY 20~~25/26~~~~24/25~~ budget.

ONGOING PRIORITIES & MONITORING

The City has completed a number of integral capital projects and programs over the last fiscal year that are of priority to the City and require monitoring and/or reporting on a regular basis. Additionally, there are a number of areas that as funding arises, or new programs, policies, or legislation are proposed, the City Council has identified a need to prioritize action and responsiveness. The following is a list of ongoing priorities for the City:

Housing and Homelessness:

- A. Identify/pursue outside funding opportunities for development of lower and moderate-income housing.
- B. Evaluate potential to convert existing buildings to affordable housing.
- C. Explore partnerships with developers to fund units within City-initiated housing projects, when feasible.
- D. Support regional efforts and outreach to address opioid crisis, drug overdose (including prescription drugs) and homelessness problems.

Coastal and Environmental:

- A. Coordinate with the City of Encinitas, USACE, and State Parks on Sand Replenishment Post-Construction Monitoring and Reporting.
- B. Coordinate with SANDAG on regional shoreline monitoring, other coastal projects and Regional Beach Sand Project III.
- C. Continued coordination of efforts with key parties including local, regional, State and federal regulatory and governing agencies for beach sand replenishment and retention projects as a key local sea level rise/climate change adaptation strategy.
- D. Continue to identify and implement other SCOUP compatible projects in the City.
- E. Monitor parking and access for Annie's Canyon trail and update social media and other information sources to direct users to the Manchester Avenue Park and Ride.
- F. Continue to reach out and educate all food generators who must comply with the requirements of SB 1383.
- F.G. [Continue to reach out and educate all businesses who must comply with the City's Single-Use Plastics Ordinance.](#)
- G.H. Continue to use the latest available organic and nonchemical pesticides and eliminate any use of rodenticides in City's Parks, rights of ways and public facilities.
- H.I. Budget for ongoing infrastructure costs after project completion for such things as the replacement of sprinkler heads and other assorted needs.

H.J. Support and promote SEJPA and its efforts to develop a potable reuse program.

Circulation and Parking:

- A. Monitor traffic and parking issues in neighborhoods related to beach and trail usage, and fairgrounds activities, as needed.
- B. Explore the implementation of a circulator or alternative solution to expand mobility options for residents and visitors to move throughout the City, thereby reducing congestion and promoting sustainable solutions.
- C. Prepare an annual Pavement Repair program to address City roadways requiring maintenance and repair.
- D. Explore increased funding for maintenance of the Coastal Rail Trail.
- E. Evaluate the development of a sidewalk installation policy.

Land Use and Planning:

- A. Monitor the regional circulation and land use plans, and any specific rail projects that could impact the City residents and businesses either directly or indirectly.
- B. Monitor the development proposal for the North Bluff property on Border Avenue in Del Mar.
- C. Monitor Fairgrounds plans and projects.
- D. Research ADU and affordable ADU incentive programs.
- E. Conduct Short Term Vacation Rental (STVR) Monitoring and Compliance Review.
- F. Continue to work with SDGE to advance remaining Utilities Undergrounding Projects (UUP) toward construction.
- G. Continue to seek out opportunities for a community dog park.

City Organizational Effectiveness

- A. Conduct a Transient Occupancy Tax (TOT) local hotel audit.
- B. Sustain and improve the City's records management plan to ensure efficient and effective access and retention of City records for the purpose of identifying, protecting, and preserving the official history of City actions. Not sure what this is intended for? – Angela – we continue to reconcile, digitize, and maintain records in the City's content services platform for searchability and preservation.
- C. Development of City Donation, Dedication and Memorial Policies.

ONGOING PRIORITIES & MONITORING

- D. Identify and prioritize Cybersecurity training modules and implement phishing campaigns with Staff to test and correct, if needed, response to cyber threats.

From: Kristin Brinner [REDACTED]
Date: April 16, 2025 at 12:46:48 PM PDT
To: Clerk Office <clerkoffice@cosb.org>
Cc: David Zito <dave.zito@gmail.com>
Subject: for consideration for the 2025/26 workplan, 4/23 city council meeting

CAUTION: External e-mail. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Honorable Mayor, Deputy Mayor and Councilmembers,

It is my understanding the 2025/26 workplan will be discussed at the 4/23 meeting. Although the agenda and draft workplan have not yet been posted ahead of this meeting, I respectfully submit the following ideas for your consideration:

- **Enforcement of existing noise ordinances to cut down on the motorcycles and modified trucks/sports cars who roar thru Solana Beach, especially on the weekends.** From discussions with neighbors on Cedros (N), they can't even have the windows on the west side of their house open because it's just too loud. I'm amazed how loud it is at my house, blocks off of 101. These offenders have clearly modified their vehicles to maximize noise. Most exhaust systems on vehicles coming off of a production line are at no more than 75 decibels. Therefore, excluding motorcycles, the legal noise limit for cars in California is 95 decibels Per CA Vehicle Code - VEH

DIVISION 12. EQUIPMENT OF VEHICLES [24000 - 28244]

CHAPTER 5. Other Equipment [27000 - 28160]

ARTICLE 2. Exhaust Systems [27150 - 27159]

27151:

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=VEH§ionNum=27151

(a) A person shall not modify the exhaust system of a motor vehicle in a manner which will amplify or increase the noise emitted by the motor of the vehicle so that the vehicle is not in compliance with the

provisions of Section 27150 or exceeds the noise limits established for the type of vehicle in Article 2.5 (commencing with Section 27200). A person shall not operate a motor vehicle with an exhaust system so modified.

(b) For the purposes of exhaust systems installed on motor vehicles with a manufacturer's gross vehicle weight rating of less than 6,000 pounds, other than motorcycles, a sound level of 95 dbA or less, when tested in accordance with the most current SAE International standard, complies with this section. Motor vehicle exhaust systems or parts thereof include, but are not limited to, nonoriginal exhaust equipment.

- **Loosening the requirements for backyard chickens.** While there may be an informal acceptance of the fact that many people have chickens where it's not legally permitted, I respectfully suggest that the requirements be officially loosened for smaller lots. Some nearby neighbors had chickens (illegally) and someone complained to the city, so they no longer have chickens. These are neighbors with what I thought would consider a huge backyard - definitely plenty of space to humanely house chickens. What with food insecurity more generally, and specifically the cost of eggs, this seems a reasonable step to take. It also seems to me that if the only limit on dogs is that you can't have more than 4 (and you can have them in all zones) we could relax the chicken rules. Dogs can be much louder than chickens - anyone with a neighbor whose dog barks constantly will attest to this.

Per SBMC 17.20.040 Specific requirements. H. 1. Table 17.20.040-A Animal Regulations, Residential Zones, chickens are limited to zones ER-1, ER-2, and LR, with a minimum lot size of 20,000 ft² and minimum of 2000 ft² per chicken.

Some informal internet research suggests that this VASTLY overestimates the amount of space needed to humanely house chickens. Most websites suggest 4-8 ft² of coop space and 10-20 ft² of free-run space is sufficient. This is 100x less than what the current ordinance requires.

Thanks again for all you do for our city,

-Kristin

From: Oanh Dang <[REDACTED]>
Sent: Wednesday, April 16, 2025 9:31 PM
To: David Zito <dave.zito@gmail.com>
Cc: Clerk Office <clerkoffice@cosb.org>
Subject: Subject: Consideration for Upcoming Workplan Discussion

Some people who received this message don't often get email from [REDACTED]. [Learn why this is important](#)

CAUTION: External e-mail. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Solana Beach Councilmembers,

I understand that the workplan for 2025/26 will be reviewed during the meeting on April 23rd. While I await the publication of the agenda and draft workplan, I would like to present a couple of ideas for your consideration:

- 1. Enforcement of Noise Ordinances:** I propose that we enhance the enforcement of existing noise regulations to address issues caused by loud motorcycles and modified vehicles that frequently disrupt the peace in Solana Beach, particularly on weekends. Conversations with residents on Cedros reveal that the noise levels are so intense they can't open their west-facing windows. Even from my home, several blocks off of Highway 101, the noise is startling. Many offenders have clearly modified their vehicles to produce excessive noise, often exceeding the legal limits outlined in the California Vehicle Code. For reference, the standard legal noise limit for most vehicles is capped at 95 decibels, and current modifications frequently violate this standard.
- 2. Relaxation of Backyard Chicken Regulations:** I also suggest reconsidering the existing regulations surrounding backyard chickens, especially for smaller lots. Although there appears to be an unofficial acceptance of chicken keeping in areas where it's currently not permitted, it would be beneficial to officially relax the requirements. I noted that neighbors with sizeable backyards had to relinquish their chickens due to a complaint, despite having ample space to house them humanely. In light of rising food costs, this adjustment seems warranted. Additionally, considering that the limit on dogs is four, with no restrictions based on zoning, it could be reasonable to extend similar leniency to

chickens, which tend to be quieter than barking dogs.
According to SBMC 117.20.040 regulations, chickens are only allowed in specific zones with significant space requirements that appear to vastly exceed actual needs. Current recommendations for humane chicken housing suggest far less space—approximately 4-8 square feet per coop and 10-20 square feet for free range—which is considerably lower than our existing regulations.

Thank you for your dedication to our community.

Sincerely, Oanh

<http://www.linkedin.com/in/oanhdang>

Legislative Policy
and
Correspondence



CITY OF SOLANA BEACH

635 SOUTH HIGHWAY 101 • SOLANA BEACH, CA 92075 • (858) 720-2400 • Fax (858) 720-2455

www.cityofsolanabeach.org

April 15, 2025

The Honorable Scott Wiener
Senator, California State Senate
1021 O St, Suite 8620
Sacramento, CA 95814

**RE: SB 79 (Wiener) Transit-oriented Development
Notice of Opposition**

Dear Senator Wiener,

The City of Solana Beach writes to express our strong opposition to your SB 79 (Wiener), which would not only disregard the City's compliance with and completion of state-certified housing elements, but also bestow land use authority to transit agencies and other private property owners without any coordination with the City.

SB 79 significantly extends housing streamlining in a manner that is harmful to the public – both current residents and future residents – by forcing cities to approve transit-oriented development projects near specified transit stops — up to seven stories high and a density of 120 homes per acre — without regard to the community's needs, environmental review, or public input.

While the station meets the requirements for Tier 3, the City of Solana Beach transit station is a limited use station that does not reflect a high commuter population and use. This station more typically supports visitor-serving Amtrak access, specifically for those visiting the coastal areas on the weekends and for holidays, and the Del Mar fairgrounds for seasonal events and programs. Further, this station is located within close proximity to the City's beaches and is not in a centralized location as is typically found in large cities and urbanized, commuter communities.

Additionally, upon close review of the proposed legislation, this legislation would create a significant disconnect between the housing and the necessary public services, public facilities and infrastructure necessary to support current and future residents. Specifically, limited water and sewer facilities within our City could be significantly impacted by development at greater intensity and density as would be permitted under this legislation. Further, requirements such as a water supply assessment or educational facility planning would be foregone if this legislation moves forward as proposed.

Most alarmingly, SB 79 defies cities' general plans and provides transit agencies and properties adjacent to transit properties land use authority. Further, it would permit transit agencies on property they own or have a permanent easement over, regardless of the

distance from a transit stop, land use authority and an exemption under CEQA for projects not transit related. This independent land use authority for housing would not be coordinated with essential public services and infrastructure that is provided for concurrent with development when processed via discretionary permits by cities.

This broad new authority applies to both residential and commercial development. Transit agencies could develop 100% commercial projects — even at transit stops — and not provide a single new home, while simultaneously making the argument that more housing must be constructed around transit stops.

The City of Solana Beach is a partner in the development of new housing for our current and future residents as shown in our over 300 units presently under construction. However, as currently drafted, SB 79 will not spur much-needed housing construction in a manner that supports local flexibility, decision-making, and community input. State-driven ministerial or by-right housing approval processes fail to recognize the extensive public engagement associated with developing and adopting zoning ordinances and housing elements, as well as consideration of the necessary public facilities, public services, and infrastructure. For these reasons, the City of Solana Beach strongly opposes SB 79.

Sincerely,

A handwritten signature in blue ink that reads "Lesa Heebner". The signature is fluid and cursive, with the first name "Lesa" and last name "Heebner" clearly legible.

Lesa Heebner
Mayor
City of Solana Beach

cc. Senator Catherine Blakespear
Assembly Member Tasha Boerner
Catherine Hill, League Regional Public Affairs Manager
League of California Cities, cityletters@cacities.org