



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

AGENDA

Joint REGULAR Meeting

Wednesday, February 26, 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 scheduled for the 2nd and 4th Wednesdays and are broadcast live. The video taping of meetings are maintained as a permanent record and contain a detailed account of the proceedings. Council meeting tapings are archived and available for viewing on the City's [Public Meetings](#) webpage.

WATCH THE MEETING

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

AGENDA MATERIALS

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

PUBLIC COMMENTS

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

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

And/Or

Verbal Comment Participation:

Please submit a speaker slip to the City Clerk prior to the meeting, or the announcement of the Section/Item, to provide public comment. Allotted times for speaking are outlined on the speaker's slip for each agenda section: Oral Communications, Consent, Public Hearings and Staff Reports. Public speakers have 3 minutes each to speak on each topic. Time may be donated by another

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

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.

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

SPEAKERS:

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

READING OF ORDINANCES AND RESOLUTIONS:

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

CALL TO ORDER AND ROLL CALL:

CLOSED SESSION REPORT:

FLAG SALUTE:

APPROVAL OF AGENDA:

PROCLAMATIONS/CERTIFICATES: *Ceremonial*

None at the posting of this agenda

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

None at the posting of this agenda

ORAL COMMUNICATIONS:

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

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 meetings held on February 12, 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 January 25, 2025 – February 7, 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. Fire-Rated Door System Upgrades for Fiscal Year 2024/25. (File 0260-00)

Recommendation: That the City Council

1. Adopt **Resolution 2025-008**:
 - a. Authorizing the City Manager to execute an amendment to the PSA with Symons Fire Protection, Inc., to include fire-rated door system upgrades at City Hall during Fiscal Year 2024/25, which would increase the Agreement by \$8,620 for a total amount not to exceed \$30,120 for Fiscal Year 2024/25 only.
 - b. Authorizing a transfer of \$8,620 from General Fund Reserve for Public Facilities, account 100-33060 to Public Facilities – Professional Services, account 1006570.65300.
 - c. Authorizing the City Treasurer to amend the FY 2024/25 Adopted Budget accordingly.

[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. San Diego Association of Governments (SANDAG) Application for Grant Funds. (File 0390-35)

Recommendation: That the City Council

1. Approve **Resolution 2025-014** authorizing Staff to apply for grant funds from SANDAG's Smart Growth Incentive Program (SGIP).

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

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

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

B. PUBLIC HEARINGS: None

C. STAFF REPORTS: (C.1. – C.2.)

Submit speaker slips to the City Clerk.

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

C.1. Glencrest Drive Sidewalk Improvements Update – Lomas Santa Fe Drive to Dell St. (File 0870-40)

Recommendation: That the City Council

1. Adopt **Resolution 2025-017** approving the design layout plans for the Glencrest Sidewalk Improvement Project.
2. Authorizing the City Engineer to advertise the Glencrest Sidewalk Improvement Project for construction bids.

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

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

C.2. LOSSAN Rail Realignment Update and Action. (File 0830-30)

Recommendation: That the City Council

1. Receive additional LOSSAN Rail Realignment information and consider providing actions for the City Manager to bring forward to the SANDAG Board of Directors.

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

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

WORK PLAN COMMENTS:

Adopted June 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)

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

- l. SANDAG Shoreline Preservation Committee: Primary-Becker, Alternate-Zito
- m. San Dieguito River Valley JPA: Primary-MacDonald, Alternate-Becker
- n. San Elijo JPA: Primary-Zito, Primary-Becker, Alternate-City Manager
- o. 22nd Agricultural District Association Community Relations Committee: Primary-Edson, Primary-Heebner

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

- a. Business Liaison Committee – Zito, Edson
- b. Fire Dept. Management Governance & Organizational Evaluation – Edson, MacDonald
- c. Highway 101 / Cedros Ave. Development Committee – Heebner, Edson
- d. Parks and Recreation Committee – Zito, 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 Action Commission – Zito, Becker

ADJOURN:

Next Regularly Scheduled Meeting is March 12, 2025

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

AFFIDAVIT OF POSTING

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

I, Angela Ivey, City Clerk of the City of Solana Beach, do hereby certify that this Agenda for the February 26, 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 February 19, 2025 at 4:10 p.m. on the City Bulletin Board at the entrance to the City Council Chambers. Said meeting is held at 6:00 p.m., February 26, 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 Action Commission**
- **Parks & Recreation Commission**
- **Public Arts Commission**
- **View Assessment Commission**



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

MINUTES

Joint Meeting - Closed Session

Wednesday, February 12, 2025 5:00 p.m.

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



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 6:05 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):

- 1. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION**
 Pursuant to Government Code Section 54956.9(d)(4)
 One (1) Potential case.
- 2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
 Pursuant to Government Code Section 54956.9(d)(2)
 One (1) Potential case.

No Reportable Action

ADJOURN:

Mayor Heebner adjourned the meeting at 5:56 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, February 12, 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 6:05 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, Acting Dir. Engineering/Public Works

Kyle Koszewnik, Risk Manager For Finance Dir.

Joseph Lim, Community Development Dir.

CLOSED SESSION REPORT: None

FLAG SALUTE:

APPROVAL OF AGENDA:

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

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

- SANDAG
San Diego LOSSAN Rail Realignment

PowerPoint (on file) presented by Mario Orso, Chief Executive Officer, Maria Rodriguez-Molina, Project Director, Robert Stewart, Caltrans, Danny Veeh, Rail Planning Program Manager, Keith Greer, Environmental Compliance Manager.

Council discussion.

Public Speaker
Greg Jabin

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.

Diana Kutlow provided an update from Senator Blakespear.

Peter Zahn

CITY COUNCIL COMMUNITY ANNOUNCEMENTS - COMMENTARY:

CITY MANAGER / CITY ATTORNEY REPORTS:

A. CONSENT CALENDAR: (Action Items) (A.1. - A.3.)

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 January 29, 2025.

Motion: Moved by Councilmember Edson and second by Deputy Mayor Becker 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 January 11, 2025 – January 24, 2025.

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

A.3. ADA Pedestrian Ramps, Bid No. 2024-01 - Notice of Completion. (File 0830-40)

Recommendation: That the City Council

1. Adopt **Resolution 2025-013:**
 - a. Authorizing the City Council to accept, as complete, the ADA Pedestrian Ramps, Bid No. 2024-01, constructed by LC Paving & Sealing, Inc.
 - b. Authorizing the City Clerk to file a Notice of Completion.

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

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: 1128 Solana Dr., Applicant: Hall Family Trust, Case: DRP24-001, SDP24-003, APN: 298-371-27-10. (File 0600-40)

Recommendation: That the City Council

The proposed project meets the minimum zoning requirements under the SBMC, may be found to be consistent with the General Plan, and may be found, as conditioned, to meet the discretionary findings required to approve a DRP. The project also meets the requirements of the SDP. 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 15303 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt **Resolution 2025-012** conditionally approving a DRP and SDP to construct a new 3,843 square-foot, two-story single-family residence with an attached two-car garage and perform associated site improvements on a vacant property at 1128 Solana Drive, Solana Beach.

Joe Lim, Community Development Dir., presented Staff PowerPoint (on file).

Mayor Heebner opened the public hearing.

Council disclosures.

Applicant Presentation

Sean Santa Cruz presented a PowerPoint (on file).

Council discussion.

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

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

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. La Colonia Master Plan Update. (File 0720-15)

Recommendation: That the City Council

1. Receive the report and provide direction to allow staff to move forward with an update to the La Colonia Master Plan for Council approval at a later date.

Dan Goldberg, Principal Engineer, presented a PowerPoint (on file).

Public Speakers

Lisa Montes

Melissa Fishel

Council discussion and provided direction to the City Manager on the La Colonia Master Plan to finalize the land use plan and return at a future meeting for Council approval

(Spring 2025). Additional direction was provided to staff on the proposed renovations to the existing Recreation Center and design of a new City Youth and Senior Center. This input will be used by staff to move forward with further engagement with the community on conceptual renovations/designs and cost estimates that will be brought back to Council for consideration at a later date (TBD).

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.

Mayor Heebner reported for SANDAG reimbursed her for her trip to Sacramento.

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 8:56 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: February 26, 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: 01/25/25 through 02/07/25

Check Register - Disbursement Fund (Attachment 1)		\$	848,628.05
Net Payroll Retiree Health	February 7, 2025		2,823.00
Net Payroll Staff P16	January 31, 2025		215,046.26
TOTAL		\$	<u>1,066,497.31</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 January 25, 2025, through February 7, 2025, reflects total expenditures of \$1,066,497.31 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

1/25/2025 - 2/7/2025

Department Vendor	Description	Date	Check/EFT Number	Amount
100 - GENERAL FUND				
MISSION SQUARE PLAN 302817	Payroll Run 1 - Warrant P16	01/30/2025	9001933	\$16,175.93
ALLIANT INSURANCE SVCS INC	CY2024 QTR 4 SPECIAL EVENT INSURANCE PAYMENT	02/07/2025	107801	\$1,183.77
CALPERS	PC07 PERS 01/09/25 PD (02/06/25 PERS)	02/06/2025	9020625	\$925.53
CALPERS	P16 CALPERS 457 CONT	01/31/2025	990120338	\$23.41
CALPERS	P16 CALPERS 457 CONT	01/31/2025	990120338	\$7,121.51
AFLAC	JANUARY 25 AFLAC	02/07/2025	107800	\$1,062.64
WINNERS CIRCLE RESORT	OCT/NOV 24 TOT OVERPAYMENT	02/07/2025	107827	\$243.93
WINNERS CIRCLE RESORT	OCT/NOV 24 TOT OVERPAYMENT	02/07/2025	107827	\$284.36
STERLING HEALTH SERVICES, INC.	CY25 INITIAL FUNDING	02/07/2025	9001946	\$5,213.91
SELF INSURED SERVICES COMPANY	FEB 25-DENTAL	02/07/2025	9001940	\$3,399.30
INSTATAX	P16 TAX PAYMENT	01/31/2025	990120345	\$29,912.18
INSTATAX	P16 TAX PAYMENT	01/31/2025	990120345	\$1,309.42
INSTATAX	P16 TAX PAYMENT	01/31/2025	990120345	\$8,197.54
INSTATAX	P16 TAX PAYMENT	01/31/2025	990120345	\$11,925.76
INSTATAX	P16 TAX PAYMENT	01/31/2025	990120345	\$2,652.71
FIDELITY SECURITY LIFE INSURANCE COMPANY	VISION FEBRUARY 25	02/07/2025	107810	\$483.56
LUXURY HOSTS INC	BC-011696 OVERPAYMENT REFUND	02/07/2025	107815	\$112.00
MOBOSOFT, INC.	BC-012381 FIRE OCCUPANCY FEE REFUND	02/07/2025	107817	\$112.00
TOTAL GENERAL FUND				\$90,339.46
1005100 - CITY COUNCIL				
LEAGUE OF CALIFORNIA CITIES INC	2025-LCC ANNUAL DUES	02/07/2025	107813	\$6,944.00
US BANK	CLOSED SESSION	02/07/2025	107804	\$169.54
US BANK	ACADEMY FOR ELECTED OFFICIALS	02/07/2025	107804	\$1,350.00
TOTAL CITY COUNCIL				\$8,463.54
1005150 - CITY CLERK				
THE COAST NEWS	CITIZEN COMM RECRUITMENT	01/30/2025	107777	\$315.00
STAPLES CONTRACT & COMMERCIAL	RFND: CLOCK	01/30/2025	107792	(\$32.61)
STAPLES CONTRACT & COMMERCIAL	PAPER	01/30/2025	107792	\$33.90
STAPLES CONTRACT & COMMERCIAL	PAPER/FINGERTIP MOISTENER	02/07/2025	107822	\$83.54
US BANK	CERTIFICATE SUPPLIES-RFND FRAME	02/07/2025	107804	(\$24.71)
US BANK	ERGONOMIC MOUSE	02/07/2025	107804	\$167.36
CALEXPRESS ENTERPRISES INC.	CITY COUNCIL VIDEO CONVERSION	02/07/2025	9001941	\$50.00
CALEXPRESS ENTERPRISES INC.	CITY COUNCIL VIDEO CONVERSION	02/07/2025	9001941	\$65.00
ECS IMAGING INC	SCANNER-LASERFICHE	02/07/2025	107808	\$1,132.06
KFORCE INC.	01/16/25-TEMP SERVICES-CLK	02/07/2025	9001943	\$1,090.40
KFORCE INC.	01/09/25-TEMP SERVICES-CLK	02/07/2025	9001943	\$1,220.00
THE PITNEY BOWES BANK INC-RESERVE	ACCT:29312709 - POSTAGE REFILL	02/07/2025	107819	\$1,500.00
TOTAL CITY CLERK				\$5,599.94
1005200 - CITY MANAGER				
US BANK	FRAME FOR RETIREMENT PROC	02/07/2025	107804	\$43.09
US BANK	MEETING LUNCH	02/07/2025	107804	\$106.24
US BANK	ID LANYARDS	02/07/2025	107804	\$64.62

US BANK	REGIONAL CLIMATE RECAP	02/07/2025	107804	\$64.52
US BANK	ACADEMY FOR ELECTED OFFICALS	02/07/2025	107804	\$900.00
TOTAL CITY MANAGER				\$1,178.47
1005300 - FINANCE				
US BANK	CYE2024 TAX FORMS	02/07/2025	107804	\$664.18
US BANK	COST INDEX SUBSCRIPTION	02/07/2025	107804	\$8.99
THE ARTINA GROUP	AP CHECKS	01/30/2025	107795	\$574.05
AMAZON.COM SALES, INC	INV:1VP3-7JL3-F6MT-SIGN HOLDERS	01/30/2025	9001926	\$19.13
AMAZON.COM SALES, INC	INV:1VP3-7JL3-F6MT-FILE JACKETS/FILE HOLDER	01/30/2025	9001926	\$88.03
TOTAL FINANCE				\$1,354.38
1005350 - SUPPORT SERVICES				
STAPLES CONTRACT & COMMERCIAL	PAPER	01/30/2025	107792	\$284.88
AMAZON.COM SALES, INC	INV:1VP3-7JL3-F6MT-SIGN HOLDERS	01/30/2025	9001926	\$19.13
AMAZON.COM SALES, INC	INV:1VP3-7JL3-F6MT-LAMINATING SHEETS	01/30/2025	9001926	\$39.20
AMAZON.COM SALES, INC	INV:1VP3-7JL3-F6MT-CFFEE PODS/SPNGE HLDR/JARS/	01/30/2025	9001926	\$158.95
TOTAL SUPPORT SERVICES				\$502.16
1005400 - HUMAN RESOURCES				
EMPLOYMENT DEVELOPMENT DEPARTMENT	932-0244-8 SUI PE 12/31/24	02/07/2025	107809	\$728.76
US BANK	HOLIDAY PARTY SUPPLIES	02/07/2025	107804	\$123.37
US BANK	HOLIDAY PARTY SUPPLIES	02/07/2025	107804	\$36.62
US BANK	HOLIDAY PARTY SUPPLIES	02/07/2025	107804	\$36.38
US BANK	HOLIDAY PARTY SUPPLIES	02/07/2025	107804	\$27.56
US BANK	SB MEETING TRAVEL	02/07/2025	107804	\$904.64
US BANK	EE APPRECIATION SUPPLIES	02/07/2025	107804	\$120.97
US BANK	CYE2024 ACA FORMS	02/07/2025	107804	\$51.07
US BANK	FAX SERVICES	02/07/2025	107804	\$49.99
US BANK	EE APPRECIATION BREAKFAST	02/07/2025	107804	\$263.83
US BANK	INK CARTRIDGE	02/07/2025	107804	\$271.52
US BANK	EE MILESTONE GIFT	02/07/2025	107804	\$100.00
US BANK	EE APPRECIATION SUPPLIES	02/07/2025	107804	\$48.99
US BANK	INK CARTRIDGE	02/07/2025	107804	\$40.12
US BANK	RETIREMENT GIFT	02/07/2025	107804	\$129.90
US BANK	EE APPRECIATION FOOD BALANCE	02/07/2025	107804	\$1,434.41
US BANK	EE MILESTONE GIFTS MULTIPLE	02/07/2025	107804	\$426.50
US BANK	EE APPRECIATION SUPPLIES	02/07/2025	107804	\$504.00
US BANK	EE APPRECIATION SUPPLIES	02/07/2025	107804	\$14.13
US BANK	EE APPRECIATION SUPPLIES	02/07/2025	107804	\$36.44
US BANK	STAR AWARDS	02/07/2025	107804	\$217.27
GABRIELA ZOQUIAPA	REIMB :MNGMNT ASST. CLASS	02/07/2025	107812	\$107.98
TOTAL HUMAN RESOURCES				\$5,674.45
1005450 - INFORMATION SERVICES				
VERIZON WIRELESS SD	670601022-00001-10/24/24-11/23/24	01/30/2025	107797	\$128.05
VERIZON WIRELESS SD	670601022-00001-11/24/24-12/23/24	01/30/2025	107797	\$128.05
COX COMMUNICATIONS INC	0013410039730701-01/19/25-02/18/25	01/30/2025	107778	\$295.10
US BANK	DOMAIN RENEWAL	02/07/2025	107804	\$221.73
US BANK	ROUTER LICENSE (LC)	02/07/2025	107804	\$79.92
US BANK	CONSTANT CONTACT	02/07/2025	107804	\$98.00
WESTERN AUDIO VISUAL	DEC 24-AV MAINTENANCE SUPPORT	02/07/2025	107826	\$499.00
WESTERN AUDIO VISUAL	JAN 25-AV MAINTENANCE SUPPORT	02/07/2025	107826	\$499.00
MALWAREBYTES	ANTIVIRUS LICENSES	02/07/2025	9001944	\$141.14
FISHER INTEGRATED, INC.	NOV 24-WEB STREAMING SERVICES	02/07/2025	9001942	\$800.00

FISHER INTEGRATED, INC.	DEC 24-WEB STREAMING SERVICES	02/07/2025	9001942	\$800.00
AMAZON.COM SALES, INC	INV:1VP3-7JL3-F6MT-MONITOR STAND	01/30/2025	9001926	\$38.88
AMAZON.COM SALES, INC	INV:1VP3-7JL3-F6MT-USB CABLE	01/30/2025	9001926	\$22.80
TOTAL INFORMATION SERVICES				\$3,751.67
1005550 - PLANNING				
SD COUNTY ASSESSOR/RECORDER/COUNTY	AUG 24-MAP FEE	01/30/2025	107791	\$2.00
SD COUNTY ASSESSOR/RECORDER/COUNTY	SEP 24-MAP FEE	01/30/2025	107791	\$4.00
SD COUNTY ASSESSOR/RECORDER/COUNTY	DEC 24-MAP FEE	01/30/2025	107791	\$2.00
TOTAL PLANNING				\$8.00
1005590 - CODE ENFORCEMENT				
WEX FLEET UNIVERSAL	12/08/24-01/07/25-AUTO FUEL	01/30/2025	107798	\$65.17
TOTAL CODE ENFORCEMENT				\$65.17
1006110 - LAW ENFORCEMENT				
SAN DIEGO COUNTY SHERIFFS DEPT	JUL-DEC 24-SHERIFF CAL-ID	01/30/2025	107789	\$1,340.00
TOTAL LAW ENFORCEMENT				\$1,340.00
1006120 - FIRE DEPARTMENT				
NORTH COUNTY DISPATCH (JPA)	FY 25-Q3-NORTH COUNTY DISPATCH	01/30/2025	107786	\$26,386.75
FIRE ETC.	CLEANER/DEGREASER	02/07/2025	107811	\$36.98
FIRE ETC.	TURNOUT CLEANER	02/07/2025	107811	\$619.88
US BANK	FIRE STATION SUPPLIES	02/07/2025	107804	\$284.78
US BANK	COSTCO MEMBERSHIP	02/07/2025	107804	\$65.00
US BANK	APPARATUS SUPPLIES	02/07/2025	107804	\$210.25
US BANK	SMALL TOOLS	02/07/2025	107804	\$269.27
US BANK	GYM SUPPLIES	02/07/2025	107804	\$43.04
US BANK	SMALL TOOLS	02/07/2025	107804	\$21.74
US BANK	CORDLESS COMBO TOOL	02/07/2025	107804	\$716.66
ACE UNIFORMS LLC	NAME TAG	02/07/2025	9001939	\$16.56
ACE UNIFORMS LLC	NAME TAG	02/07/2025	9001939	\$16.32
ACE UNIFORMS LLC	NAME TAG	02/07/2025	9001939	\$19.47
ACE UNIFORMS LLC	NAME TAG	02/07/2025	9001939	\$18.40
ACE UNIFORMS LLC	NAME TAG	02/07/2025	9001939	\$16.56
ACE UNIFORMS LLC	NAME TAG	02/07/2025	9001939	\$18.40
ACE UNIFORMS LLC	NAME TAG	02/07/2025	9001939	\$19.47
WEX FLEET UNIVERSAL	12/08/24-01/07/25-AUTO FUEL	01/30/2025	107798	\$44.91
LINEGEAR FIRE & RESCUE EQUIPMENT	OUT OF COUNTY BAGS-FIRE	02/07/2025	107814	\$432.42
NORTH COUNTY EVS, INC.	FIRE APPARATUS MAINT/REPAIRS	01/30/2025	9001936	\$12,851.10
NORTH COUNTY EVS, INC.	FIRE APPARATUS MAINT/REPAIRS	01/30/2025	9001936	\$5,295.08
TOTAL FIRE DEPARTMENT				\$47,403.04
1006170 - MARINE SAFETY				
US BANK	SCHEDULING SOFTWARE	02/07/2025	107804	\$246.40
US BANK	MCPHEE EMT RECERTIFICATION	02/07/2025	107804	\$71.75
US BANK	PERSONNEL FLOATATION DEVICE	02/07/2025	107804	\$217.49
US BANK	HOLIDAY CARD PRINTING	02/07/2025	107804	\$65.24
US BANK	PWC SERVICE	02/07/2025	107804	\$415.41
US BANK	SUNGLASSES FY25	02/07/2025	107804	\$117.45
WEX FLEET UNIVERSAL	12/08/24-01/07/25-AUTO FUEL	01/30/2025	107798	\$951.27
TOTAL MARINE SAFETY				\$2,085.01
1006510 - ENGINEERING				
ONE DAY SIGNS	GOLF CART DECALS/PW/CODE VEHICLE LOGOS	01/30/2025	107787	\$374.43
US BANK	EASEMENT DOCUMENTS	02/07/2025	107804	\$1.38

US BANK	CAR WASH	02/07/2025	107804	\$27.99
US BANK	CITY SIGN	02/07/2025	107804	\$102.36
BUSINESS PRINTING COMPANY INC	BUSINESS CARDS: ENG	01/30/2025	107774	\$129.32
WEX FLEET UNIVERSAL	12/08/24-01/07/25-AUTO FUEL	01/30/2025	107798	\$130.30
TOTAL ENGINEERING				\$765.78
1006520 - ENVIRONMENTAL SERVICES				
MISSION LINEN & UNIFORM INC	FY25 UNIFORM SERVICES FOR PUBLIC WORKS	02/07/2025	107816	\$16.95
MISSION LINEN & UNIFORM INC	FY25 UNIFORM SERVICES FOR PUBLIC WORKS	01/30/2025	107785	\$16.97
SANTA FE IRRIGATION DISTRICT	005506-014-12/04/24-01/02/25	01/30/2025	107790	\$305.83
SWRCB	FY 25-INDEX #:617167- WDR/NPDES ANNUAL PERMIT	02/07/2025	107823	\$10,920.00
SWRCB	FY 25-INDEX#:633871- WDR/NPDES ANNUAL PERMIT	02/07/2025	107823	\$3,945.00
DOG WASTE DEPOT	DOG WASTE BAGS	01/30/2025	107780	\$2,482.17
WEX FLEET UNIVERSAL	12/08/24-01/07/25-AUTO FUEL	01/30/2025	107798	\$379.05
CLEAN EARTH ENVIROMENTAL SOLUTIONS	DEC 24- HHW COLLECTION	01/30/2025	107776	\$1,201.68
TOTAL ENVIRONMENTAL SERVICES				\$19,267.65
1006530 - STREET MAINTENANCE				
NORTH COUNTY DISPATCH (JPA)	FY25-Q3- PW NORTH COUNTY DISPATCH JPA	02/07/2025	107818	\$244.75
MISSION LINEN & UNIFORM INC	FY25 UNIFORM SERVICES FOR PUBLIC WORKS	01/30/2025	107785	\$27.55
MISSION LINEN & UNIFORM INC	FY25 UNIFORM SERVICES FOR PUBLIC WORKS	02/07/2025	107816	\$27.56
SANTA FE IRRIGATION DISTRICT	011695-000-12/03/24-01/02/25	01/30/2025	107790	\$91.05
SDG&E CO INC	UTILITIES: 12/01/24-01/08/25	02/07/2025	107821	\$580.07
SDG&E CO INC	UTILITIES: 11/07/24-01/08/25	02/07/2025	107821	\$1,033.58
US BANK	MSA MEMBERSHIP	02/07/2025	107804	\$105.00
NISSHO OF CALIFORNIA	DEC 24-LANDSCAPE MAINTENANCE SERVICES	01/30/2025	9001935	\$2,398.90
TRAFFIC SUPPLY, INC	DOUBLE SIDE SIGNS	02/07/2025	9001947	\$220.89
WEX FLEET UNIVERSAL	12/08/24-01/07/25-AUTO FUEL	01/30/2025	107798	\$343.53
BFS GROUP OF CALIFORNIA LLC	GLOVES/LUMBER MARKERS	01/30/2025	107779	\$27.38
BFS GROUP OF CALIFORNIA LLC	ROUND MOLD/WRENCH/DUCT TAPE/PROTCTV SPRAY	01/30/2025	107779	\$62.41
BFS GROUP OF CALIFORNIA LLC	SCREWS	01/30/2025	107779	\$10.27
BFS GROUP OF CALIFORNIA LLC	O-RINGS	02/07/2025	107806	\$30.33
BFS GROUP OF CALIFORNIA LLC	SAW BLADES/COMPRESSION CONNECTIONS	02/07/2025	107806	\$61.60
TOTAL STREET MAINTENANCE				\$5,264.87
1006540 - TRAFFIC SAFETY				
SDG&E CO INC	UTILITIES: 12/01/24-01/08/25	02/07/2025	107821	\$719.26
SDG&E CO INC	UTILITIES: 11/07/24-01/08/25	02/07/2025	107821	\$1,627.81
AT&T CALNET 3	9391012279-12/24/24-01/23/25	02/07/2025	107803	\$67.32
ALL CITY MANAGEMENT SERVICES, INC	CROSSING GUARDS-01/05/25-01/18/25	01/30/2025	9001925	\$12,781.25
TOTAL TRAFFIC SAFETY				\$15,195.64
1006550 - STREET CLEANING				
SANTA FE IRRIGATION DISTRICT	011695-000-12/03/24-01/02/25	01/30/2025	107790	\$53.48
SCA OF CA, LLC	DEC 24- STREET SWEEPING SERVICES	01/30/2025	9001937	\$8,306.75
TOTAL STREET CLEANING				\$8,360.23
1006560 - PARK MAINTENANCE				
MISSION LINEN & UNIFORM INC	FY25 UNIFORM SERVICES FOR PUBLIC WORKS	02/07/2025	107816	\$20.14
SANTA FE IRRIGATION DISTRICT	005506-015-11/16/24-01/15/25	01/30/2025	107790	\$157.11
SANTA FE IRRIGATION DISTRICT	005506-016-11/16/24-01/15/25	01/30/2025	107790	\$713.91
SANTA FE IRRIGATION DISTRICT	005979-003-11/16/24-01/15/25	01/30/2025	107790	\$866.22
SANTA FE IRRIGATION DISTRICT	005506-000--11/02/24-01/02/25	01/30/2025	107790	\$202.91
SANTA FE IRRIGATION DISTRICT	005506-001-11/02/24-01/02/25	01/30/2025	107790	\$98.51
SANTA FE IRRIGATION DISTRICT	00506-002-11/02/24-01/02/25	01/30/2025	107790	\$447.37
SANTA FE IRRIGATION DISTRICT	005506-004-11/02/24-01/02/25	01/30/2025	107790	\$98.51

SANTA FE IRRIGATION DISTRICT	005506-006-11/02/24-01/02/25	01/30/2025	107790	\$157.11
SANTA FE IRRIGATION DISTRICT	005506-007-11/02/24-01/02/25	01/30/2025	107790	\$127.26
SANTA FE IRRIGATION DISTRICT	005506-009-11/02/24-01/02/25	01/30/2025	107790	\$98.51
SANTA FE IRRIGATION DISTRICT	005506-010-11/02/24-01/02/25	01/30/2025	107790	\$207.76
SANTA FE IRRIGATION DISTRICT	005506-012-11/02/24-01/02/25	01/30/2025	107790	\$1,712.37
SANTA FE IRRIGATION DISTRICT	005506-013-11/02/24-01/02/25	01/30/2025	107790	\$127.26
SANTA FE IRRIGATION DISTRICT	005979-001-11/02/24-01/02/25	01/30/2025	107790	\$121.88
SANTA FE IRRIGATION DISTRICT	012448-000-11/02/24-01/02/25	01/30/2025	107790	\$157.11
SANTA FE IRRIGATION DISTRICT	005506-005-11/02/24-01/02/25	01/30/2025	107790	\$278.91
SANTA FE IRRIGATION DISTRICT	005506-011-11/02/24-01/02/25	01/30/2025	107790	\$384.12
MISSION LINEN & UNIFORM INC	FY25 UNIFORM SERVICES FOR PUBLIC WORKS	01/30/2025	107785	\$20.13
SANTA FE IRRIGATION DISTRICT	012448-001-11/02/24-01/02/25	01/30/2025	107790	\$103.53
SANTA FE IRRIGATION DISTRICT	005506-018-12/03/24-01/02/25	01/30/2025	107790	\$346.47
SANTA FE IRRIGATION DISTRICT	005506-019-12/03/24-01/02/25	01/30/2025	107790	\$1,000.58
RANCHO SANTA FE SECURITY SYS INC	FEB 25-RESTROOM LKUP/ALARM MONITORING	02/07/2025	107820	\$386.40
AA FARNSWORTH'S BACKFLOW SERVICES	QTR 3 & 4-ANNUAL BACKFLOW TEST	01/30/2025	107773	\$615.45
NISSHO OF CALIFORNIA	DEC 25- LANDSCAPING SERVICES	01/30/2025	9001935	\$1,253.45
NISSHO OF CALIFORNIA	DEC 24-LANDSCAPE MAINTENANCE SERVICES	01/30/2025	9001935	\$10,066.26
WEX FLEET UNIVERSAL	12/08/24-01/07/25-AUTO FUEL	01/30/2025	107798	\$71.07
5 ELEMENTS FIRE & WATERSCAPES, INC.	PUMP/CONNECTORS/LABOR & INSTALLATION	02/07/2025	107799	\$2,076.00
HD SUPPLY, INC.	COLOROX BLEACH/LINERS	01/30/2025	107781	\$1,279.06

TOTAL PARK MAINTENANCE**\$23,195.37****1006570 - PUBLIC FACILITIES**

SANTA FE IRRIGATION DISTRICT	005506-008-11/02/24-01/02/25	01/30/2025	107790	\$464.62
SDG&E CO INC	UTILITIES: 12/01/24-01/08/25	02/07/2025	107821	\$2,375.89
SDG&E CO INC	UTILITIES: 11/07/24-01/08/25	02/07/2025	107821	\$7,581.42
LEE'S LOCK & SAFE INC	REPLACE LOCK-FS	01/30/2025	107784	\$323.48
CONSOLIDATED ELECTRICAL DIST INC	305V PHOTOCNTROL	01/30/2025	9001930	\$100.85
US BANK	CLIMATE TRACKING SUBSCRIPTION	02/07/2025	107804	\$35.88
US BANK	DISPOSABLE COVE NOZZLE	02/07/2025	107804	\$11.52
SYMONS FIRE PROTECTION	FY25 FIRE SUPPRESSION EQUIPMENT SERVICES	01/30/2025	107794	\$375.00
SYMONS FIRE PROTECTION	FY25 FIRE SUPPRESSION EQUIPMENT SERVICES	02/07/2025	107824	\$2,400.00
NISSHO OF CALIFORNIA	DEC 24-LANDSCAPE MAINTENANCE SERVICES	01/30/2025	9001935	\$3,241.82
24 HOUR ELEVATOR, INC	JAN 25- ELEVATOR PREVENTATIVE MAINT/REPAIR	01/30/2025	107772	\$204.20
CINTAS CORPORATION NO. 2	FIRST AID SUPPLIES-CH	01/30/2025	107775	\$274.81
CINTAS CORPORATION NO. 2	FIRST AID SUPPLIES-PW	02/07/2025	107805	\$70.54
CINTAS CORPORATION NO. 2	FIRST AID SUPPLIES-PW	02/07/2025	107805	\$125.18
CINTAS CORPORATION NO. 2	FIRST AID SUPPLIES-PW	02/07/2025	107805	\$139.23
HABITAT PROTECTION, INC	JAN 25- PEST/RODENT CONTROL-SEASCAPE SUR BEACH	01/30/2025	9001932	\$43.00
HABITAT PROTECTION, INC	JAN 25-PEST/RODENT CONTROL-DEL MAR SHORES BEACH	01/30/2025	9001932	\$43.00
HABITAT PROTECTION, INC	JAN 25- PEST/RODENT CONTROL-TIDE PARK BEACH	01/30/2025	9001932	\$65.00
HABITAT PROTECTION, INC	JAN 25- PEST/RODENT CONTROL-MS	01/30/2025	9001932	\$71.00
HABITAT PROTECTION, INC	JAN 25- PEST/RODENT CONTROL-CH	01/30/2025	9001932	\$57.00
HABITAT PROTECTION, INC	JAN 25-PEST/RODENT CONTROL-FC	01/30/2025	9001932	\$43.00
HABITAT PROTECTION, INC	JAN 25- PEST/RODENT CONTROL-FCCC	01/30/2025	9001932	\$39.00
HABITAT PROTECTION, INC	JAN 25-PEST/RODENT CONTROL-FS	01/30/2025	9001932	\$42.00
HABITAT PROTECTION, INC	JAN 25-PEST/RODENT CONTROL-LCCC	01/30/2025	9001932	\$71.00
HABITAT PROTECTION, INC	JAN 25- PEST/RODENT CONTROL-PW	01/30/2025	9001932	\$71.00
WEX FLEET UNIVERSAL	12/08/24-01/07/25-AUTO FUEL	01/30/2025	107798	\$118.46
BFS GROUP OF CALIFORNIA LLC	ELECTRIC TAPE/OUTLET/SWITCHES	01/30/2025	107779	\$80.52

BFS GROUP OF CALIFORNIA LLC	GLOVES/PEST SPRAY	01/30/2025	107779	\$67.48
BFS GROUP OF CALIFORNIA LLC	TAPE/PAINT ROLLERS/DRILL BIT/SHEETING	02/07/2025	107806	\$76.85
BFS GROUP OF CALIFORNIA LLC	SWITCH PLATE/GLOVES/TOGGLE PLATS	02/07/2025	107806	\$81.64
TOTAL PUBLIC FACILITIES				\$18,694.39
1007100 - COMMUNITY SERVICES				
US BANK	OFFICE SUPPLIES	02/07/2025	107804	\$10.86
EXTERIOR PRODUCTS INC	CITY STREET BANNER PROGRAM 24-25	01/30/2025	9001931	\$1,141.44
EXTERIOR PRODUCTS INC	CITY STREET BANNER PROGRAM 24-25	01/30/2025	9001931	\$6,090.00
TOTAL COMMUNITY SERVICES				\$7,242.30
1007110 - GF-RECREATION				
US BANK	TREE LIGHTING SUPPLIES	02/07/2025	107804	\$45.52
US BANK	TREE LIGHTING SUPPLIES	02/07/2025	107804	\$89.90
US BANK	TREE LIGHTING SUPPLIES	02/07/2025	107804	\$209.32
US BANK	TREE LIGHTING SUPPLIES	02/07/2025	107804	\$34.85
US BANK	TREE LIGHTING SUPPLIES	02/07/2025	107804	\$179.89
US BANK	TREE LIGHTING SUPPLIES	02/07/2025	107804	\$21.28
US BANK	TREE LIGHTING SUPPLIES	02/07/2025	107804	\$128.93
US BANK	TREE LIGHTING SUPPLIES	02/07/2025	107804	\$43.90
US BANK	TREE LIGHTING SUPPLIES	02/07/2025	107804	\$287.16
US BANK	LC HOLIDAY TREE EVENT	02/07/2025	107804	\$32.31
SUNBELT RENTALS, INC.	LIFT RENTAL FOR TREE DISMANTLE	01/30/2025	107793	\$845.81
TOTAL GF-RECREATION				\$1,918.87
1205460 - SELF INSURANCE RETENTION				
US BANK	CLM2501 POSTAGE	02/07/2025	107804	\$10.41
TOTAL SELF INSURANCE RETENTION				\$10.41
1255465 - WORKERS COMPENSATION				
PRISM	FY24 EWC PREMIUM ADJ	01/30/2025	107788	\$14,715.00
TOTAL WORKERS COMPENSATION				\$14,715.00
1356120 - ASSET REPLACEMENT-FIRE				
US BANK	FIRESTATION FURNITURE	02/07/2025	107804	\$608.92
TOTAL ASSET REPLACEMENT-FIRE				\$608.92
1605360 - OPEB OBLIGATION				
MIDAMERICA	FEBRUARY 25	01/30/2025	9001934	\$7,935.00
TOTAL OPEB OBLIGATION				\$7,935.00
2026510 - GAS TAX-ENGINEERING				
LC PAVING & SEALING INC	9355.24 FY24 ADA RAMPS	01/30/2025	107783	\$7,809.00
TOTAL GAS TAX-ENGINEERING				\$7,809.00
2037510 - HIGHWAY 101 LANDSC #33				
SANTA FE IRRIGATION DISTRICT	005979-004--11/16/24-01/15/25	01/30/2025	107790	\$615.31
SANTA FE IRRIGATION DISTRICT	007732-000-11/16/24-01/15/25	01/30/2025	107790	\$197.36
SANTA FE IRRIGATION DISTRICT	005979-000-11/02/24-01/02/25	01/30/2025	107790	\$650.11
SDG&E CO INC	UTILITIES: 11/07/24-01/08/25	02/07/2025	107821	\$3,623.45
NISSHO OF CALIFORNIA	DEC 24-LANDSCAPE MAINTENANCE SERVICES	01/30/2025	9001935	\$1,456.03
TOTAL HIGHWAY 101 LANDSC #33				\$6,542.26
2047520 - MID 9C SANTA FE HILLS				
SANTA FE IRRIGATION DISTRICT	005979-014-12/03/24-01/02/25	01/30/2025	107790	\$772.30
SANTA FE IRRIGATION DISTRICT	005979-015-12/03/24-01/02/25	01/30/2025	107790	\$399.15
SANTA FE IRRIGATION DISTRICT	005979-016-12/03/24-01/02/25	01/30/2025	107790	\$486.95
SANTA FE IRRIGATION DISTRICT	005979-017-12/03/24-01/02/25	01/30/2025	107790	\$48.81
SANTA FE IRRIGATION DISTRICT	005979-018-12/03/24-01/02/25	01/30/2025	107790	\$97.10

SANTA FE IRRIGATION DISTRICT	005979-020-12/03/24-01/02/25	01/30/2025	107790	\$530.85
SANTA FE IRRIGATION DISTRICT	005979-021-12/03/24-01/02/25	01/30/2025	107790	\$763.52
SANTA FE IRRIGATION DISTRICT	005979-022-12/03/24-01/02/25	01/30/2025	107790	\$500.12
SANTA FE IRRIGATION DISTRICT	005979-023-12/03/24-01/02/25	01/30/2025	107790	\$399.15
SANTA FE IRRIGATION DISTRICT	005979-024-12/03/24-01/02/25	01/30/2025	107790	\$469.39
SANTA FE IRRIGATION DISTRICT	0005979-025-12/03/24-01/02/25	01/30/2025	107790	\$644.99
SANTA FE IRRIGATION DISTRICT	005979-026-12/03/24-01/02/25	01/30/2025	107790	\$640.60
SANTA FE IRRIGATION DISTRICT	005979-019-12/03/24-01/02/25	01/30/2025	107790	\$395.62
TOTAL MID 9C SANTA FE HILLS				\$6,148.55
2087580 - COASTAL RAIL TRAIL MAINT				
SANTA FE IRRIGATION DISTRICT	005506-003-11/02/24-01/02/25	01/30/2025	107790	\$157.11
SANTA FE IRRIGATION DISTRICT	005506-020-12/03/24-01/02/25	01/30/2025	107790	\$2,820.94
NISSHO OF CALIFORNIA	DEC 24-LANDSCAPE MAINTENANCE SERVICES	01/30/2025	9001935	\$6,408.89
TOTAL COASTAL RAIL TRAIL MAINT				\$9,386.94
2117600 - STREET LIGHTING DISTRICT				
SDG&E CO INC	UTILITIES: 12/01/24-01/08/25	02/07/2025	107821	\$9,346.62
TOTAL STREET LIGHTING DISTRICT				\$9,346.62
2135550 - DEVELOPER PASS-THRU- PLANNING				
HELIX ENVIRONMENTAL	JAN 25- BIO REVIEW	01/30/2025	107782	\$217.50
TOTAL DEVELOPER PASS-THRU- PLANNING				\$217.50
2146120 - FIRE MITIGATION FEES				
FIRE ETC.	GEAR BAGS/TACTICAL PANTS	02/07/2025	107811	\$1,237.47
ACE UNIFORMS LLC	HAT/ALTERATIONS/SHIRT/CLIPS	02/07/2025	9001939	\$318.50
ACE UNIFORMS LLC	CLASS A PINS FOR COLLAR	02/07/2025	9001939	\$35.05
TOTAL FIRE MITIGATION FEES				\$1,591.02
240 - COMM DEV BLOCK GR (CDBG)				
LC PAVING & SEALING INC	9355.24 FY24 ADA RAMPS	01/30/2025	107783	(\$2,715.00)
TOTAL COMM DEV BLOCK GR (CDBG)				(\$2,715.00)
2406510 - COMM DEV BLOCK GR (CDBG)-CIP				
LC PAVING & SEALING INC	9355.24 FY24 ADA RAMPS	01/30/2025	107783	\$46,491.00
TOTAL COMM DEV BLOCK GR (CDBG)-CIP				\$46,491.00
2465200 - MISC GRANTS - CM				
SOLANA CENTER FOR ENVIRONMENTAL	DEC 24-SB1383 FOOD RECOVERY TA & OUTREACH	01/30/2025	9001938	\$3,288.97
US BANK	RSWA.EEP SUSTAINABLE/RECYCLING SUPPLIES	02/07/2025	107804	\$762.02
US BANK	CA-SB1383 FOOD WASTE PREVENTION SUPPLIES	02/07/2025	107804	\$714.69
TOTAL MISC GRANTS - CM				\$4,765.68
2706120 - PUBLIC SAFETY- FIRE				
US BANK	FIRESTATION CHAIRS	02/07/2025	107804	\$782.93
US BANK	OFFICE CHAIRS	02/07/2025	107804	\$652.45
US BANK	CSA17 SUPPLIES	02/07/2025	107804	\$43.10
TOTAL PUBLIC SAFETY- FIRE				\$1,478.48
4596510 - MISC.CAPITALPROJECTS-ENG				
VAN DYKE LANDSCAPE ARCHITECTS	DEC 24-LA COLONIA MASTER PLAN UPDATE	02/07/2025	107825	\$677.50
DOMUSSTUDIO ARCHITECTURE LLP	OCT 24-9449.02 MS CENTR	02/07/2025	107807	\$380.00
DOMUSSTUDIO ARCHITECTURE LLP	DEC 24- 9449.02 MS CENTR	02/07/2025	107807	\$955.00
TOTAL MISC.CAPITALPROJECTS-ENG				\$2,012.50
5097700 - SANITATION				
MISSION LINEN & UNIFORM INC	FY25 UNIFORM SERVICES FOR PUBLIC WORKS	01/30/2025	107785	\$10.60
MISSION LINEN & UNIFORM INC	FY25 UNIFORM SERVICES FOR PUBLIC WORKS	02/07/2025	107816	\$10.60
SANTA FE IRRIGATION DISTRICT	005506-014-12/04/24-01/02/25	01/30/2025	107790	\$917.49

AT&T CALNET 3	9391012277-12/24/24-01/23/25	02/07/2025	107802	\$19.88
US BANK	ACCT:6712205300-PRIN/INT SB WW REF 2017	01/30/2025	107796	\$87,003.13
US BANK	ACCT:6712205300-PRIN/INT SB WW REF 2017	01/30/2025	107796	\$330,000.00
WEX FLEET UNIVERSAL	12/08/24-01/07/25-AUTO FUEL	01/30/2025	107798	\$142.15
TOTAL SANITATION				\$418,103.85
6718510 - BARBARA UNDERGROUNDING-DS				
COMPUTERSHARE CORPORATE TRUST	BARBARA BOND INT-3/2/25	01/30/2025	9001929	\$22,875.00
COMPUTERSHARE CORPORATE TRUST	LESS RV FND CSH-3/2/25	01/30/2025	9001929	(\$202.57)
TOTAL BARBARA UNDERGROUNDING-DS				\$22,672.43
6728520 - PACIFIC UNDERGROUNDING-DS				
COMPUTERSHARE CORPORATE TRUST	PACIFIC BOND INT-3/2/25	01/30/2025	9001929	\$7,625.00
TOTAL PACIFIC UNDERGROUNDING-DS				\$7,625.00
6738530 - MARSOLAN UNDERGROUNDNG-DS				
COMPUTERSHARE CORPORATE TRUST	MARSOLAN BOND INT-3/2/25	01/30/2025	9001928	\$8,017.50
TOTAL MARSOLAN UNDERGROUNDNG-DS				\$8,017.50
6768560 - SO SOLANA SEWER DISTR-DS				
COMPUTERSHARE CORPORATE TRUST	SSSWR BOND INT-3/2/25	01/30/2025	9001927	\$8,195.00
TOTAL SO SOLANA SEWER DISTR-DS				\$8,195.00
REPORT TOTAL:				\$848,628.05



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: February 26, 2025
ORIGINATING DEPT: Public Works/Engineering Department – Dan Goldberg, Acting Public Works Director/City Engineer
SUBJECT: **Amending the Professional Services Agreement with Symons Fire Protection, Inc., for Fire-Rated Door System Upgrades for Fiscal Year 2024/25**

BACKGROUND:

The Public Works Department oversees the maintenance, repair, and certification of fire suppression systems at City facilities, including City Hall, La Colonia Community Center, Fletcher Cove Community Center, and the Fire Station. These essential services are delivered by service providers selected through a competitive selection process. The current contract with Symons Fire Protection, Inc. (Symons), the City's service provider, will remain in effect until June 2027 if discretionary extensions are approved.

This item is before the City Council for consideration of Resolution 2025-008 (Attachment 1) to authorize the City Manager to execute an amendment to the Professional Services Agreement (PSA) with Symons, the City's current service provider, for the fire-rated door system upgrades at City Hall, in the amount of \$7,620, with a recommended contingency of \$1,000.

DISCUSSION:

At the regular City Council meeting on May 24, 2022, the Council adopted Resolution 2022-047, authorizing the City Manager to execute a Professional Services Agreement with Symons Fire Protection, Inc. for the maintenance and testing of fire suppression equipment, as well as as-needed repair services at various City facilities.

As part of the citywide annual fire inspection, it was determined that upgrades to the fire-rated door system are necessary to meet current fire and building code requirements. These upgrades are critical to ensuring the facility's safety and compliance. A summary of the required upgrades is provided below.

COUNCIL ACTION:

- Installation of 431 output module
- Installation of new power supply
- Installation of magnetic door holders for enhanced safety
- Programming updates to the fire alarm panel for improved functionality

On February 17, 2022, Staff posted a Request for Proposals (RFP) on eBidboard (now known as BidNet Direct) for fire protection equipment services, but no proposals were submitted. Due to a lack of response to the City's official RFP posting, City Staff contacted various contractors regarding the RFP opportunity. As part of this outreach effort after the formal RFP process, the City received one proposal from Symons Fire Protection, Inc. Per Section 20166 of the California Public Contract Code, if no bids are received in response to an advertisement for construction bids, the City may proceed with the project without further complying with that section of the California Public Contract Code. This method used also complies with the City's Purchasing Ordinance.

Staff asked Symons to prepare and submit a proposal for this work and City Staff determined that the submitted proposal meets the City's specifications and requirements. Symons, having provided fire suppression services to the City since 2022, has consistently delivered high-quality work to the satisfaction of City staff. As part of their proposal, Symons stated that all tests and inspections will comply with the most current standards outlined by the National Fire Protection Association (NFPA). The previously executed contract and scope of services is included as Attachment 2 to this Staff Report.

The total cost for the required fire-rated door system upgrade is \$7,620, with a recommended contingency of \$1,000, for an amount total not to exceed \$8,620. City Staff and the contractors will coordinate closely to minimize disruptions to both City Staff and the public throughout the project.

CEQA COMPLIANCE STATEMENT:

All work covered by this agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(a) of the State CEQA Guidelines.

FISCAL IMPACT:

This item is to authorize the City Manager to execute an amendment to the Professional Services Agreement with Symons Fire Protection, Inc., for the fire-rated door system upgrade at City Hall, in the amount of \$7,620, with a recommended contingency amount of \$1,000, for an amount total not to exceed \$8,620.

Staff is requesting an additional appropriation of \$8,620 to be transferred from the General Fund Reserve for Public Facilities, account 100-33060 to Public Facilities – Processional Services, account 1006570.65300.

The current PSA with Symons is for a total not to exceed amount of \$16,500 per fiscal year. A prior amendment raised the compensation amount for FY 2024/25 by \$5,000, increasing the not-to-exceed amount to \$21,500 for FY 2024/25 only.

This new amendment will add an additional \$8,620 to the PSA with Symons, establishing a new amount not to exceed \$30,120 for FY 2024/25 only. For each subsequent year the not-to-exceed amount will remain at \$16,500.

WORK PLAN:

This item is not mentioned 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 2025-008:

1. Authorizing the City Manager to execute an amendment to the PSA with Symons Fire Protection, Inc., to include fire-rated door system upgrades at City Hall during Fiscal Year 2024/25, which would increase the Agreement by \$8,620 for a total amount not to exceed \$30,120 for Fiscal Year 2024/25 only.
2. Authorizing a transfer of \$8,620 from General Fund Reserve for Public Facilities, account 100-33060 to Public Facilities – Professional Services, account 1006570.65300.
3. Authorizing the City Treasurer to amend the FY 2024/25 Adopted Budget accordingly.


Alyssa Muto, City Manager

Attachments:

1. Resolution 2025-008

2. Professional Services Agreement with Symons Fire Protection, Inc.

RESOLUTION 2025-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SYMONS FIRE PROTECTION, INC., FOR FIRE-RATED DOOR SYSTEM UPGRADES

WHEREAS, the Public Works Department oversees the maintenance, repair, and certification of fire suppression systems at key City facilities, including City Hall, La Colonia Community Center, Fletcher Cove Community Center, and the Fire Station. These essential services are delivered by service providers selected through a competitive selection process. The current contract with Symons Fire Protection, Inc., the City's service provider, will remain in effect until June 2027 if discretionary extensions are approved; and

WHEREAS, at the regular City Council meeting on May 24, 2022, the Council adopted Resolution 2022-047, authorizing the City Manager to execute a Professional Services Agreement with Symons Fire Protection, Inc. for the maintenance and testing of fire suppression equipment, as well as as-needed repair services at various City facilities; and

WHEREAS, as part of the citywide annual fire inspection, it was determined that upgrades to the fire-rated door system are necessary to meet current fire and building code requirements. These updates are critical to ensuring the facility's safety and compliance; and

WHEREAS, although Staff posted a Request for Proposals (RFP) on eBidboard (now known as BidNet Direct) for fire protection equipment services, but no proposals were submitted. Due to a lack of response to the City's official RFP posting, Staff contacted various contractors regarding the RFP opportunity. The City received one proposal from Symons Fire Protection, Inc. Per Section 20166 of the California Public Contract Code, if no bids are received in response to an advertisement for construction bids, the City may proceed with the project without further complying with that section of the California Public Contract Code; and

WHEREAS, the current PSA with Symons is for a total not to exceed amount of \$16,500 per fiscal year. A prior amendment raised the compensation amount for FY 2024/25 by \$5,000, increasing the amount not to exceed \$21,500 for FY 2024/25 only; and

WHEREAS, City Staff recommends amending the Professional Services Agreement with Symons Fire Protection, Inc., for fire-rated door system upgrade in an amount \$7,620, with a recommended contingency amount of \$1,000. This new

amendment will add an additional \$8,620 to the PSA with Symons, establishing a new not to exceed amount of \$30,120 for FY 2024/25 only; and

WHEREAS, City Staff recommends an additional appropriation of \$8,620 to be transferred from the General Fund Reserves for Public Facilities, account 100-33060 to Public Facilities – Professional Services, account 1006570.65300

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 Symons Fire Protection, Inc., to include fire-rated door system upgrades at City Hall during Fiscal Year 2024/25, which would increase the Agreement by \$8,620 for a total amount not to exceed \$30,120 for Fiscal Year 2024/25 only.
3. That the City Council authorizes a transfer of \$8,620 from General Fund Reserve for Public Facilities, account 100-33060 to Public Facilities – Professional Services, account 1006570.65300.
4. That the City Council authorizes the City Treasurer to amend the FY 2024/25 Adopted Budget accordingly.

PASSED AND ADOPTED this 26th day of February 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

City of Solana Beach
PROFESSIONAL SERVICES AGREEMENT
FOR FIRE SUPPRESSION EQUIPMENT SERVICES

This Professional Services Agreement ("AGREEMENT") is made and entered into this 1st day of July, 2022 by and between the CITY OF SOLANA BEACH, a municipal corporation ("CITY"), and, SYMONS FIRE PROTECTION, INC. a California corporation,, ("CONTRACTOR") (collectively "PARTIES").

WHEREAS, the CITY desires to employ a CONTRACTOR to furnish FIRE SUPPRESSION EQUIPMENT SERVICES ("PROFESSIONAL SERVICES") for MAINTENANCE AND TESTING OF FIRE SUPPRESSION EQUIPMENT SERVICES AND AS-NEEDED REPAIR SERVICES ("PROJECT"); and

WHEREAS, the CITY has determined that CONTRACTOR 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 to be provided to the CITY.

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

1. PROFESSIONAL SERVICES.

- 1.1. **Scope of Services.** The CONTRACTOR shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit "A" Scope of Services and Fee, at the direction of the CITY. CITY shall provide 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 MANAGER 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. 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) years 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 sixteen thousand five hundred dollars (\$16,500) 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 PROFESSIONAL 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 sixteen thousand five hundred dollars (\$16,500) 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 CONTRACTOR. Should such additional services be required, CITY and CONTRACTOR shall agree to the cost prior to commencement of these services.
- 3.3. **Not a pledge of general funds.** The city does not pledge any general funds for the payment of the services rendered. The City shall establish a separate fund to pay the fees and costs incurred that are reflected in the monthly general account invoice. The separate fund shall be funded by monies collected from the City's permit applicants or other persons requiring the City's services pursuant to the adopted USER FEE schedule which CONTRACTOR will provide according to the terms of this AGREEMENT.
- 3.4. **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 PROFESSIONAL SERVICES, CONTRACTOR shall exercise the reasonable professional 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 professional skill and expertise.

6. WARRANTY OF CONTRACTOR'S LICENSE.

CONTRACTOR warrants that CONTRACTOR is properly licensed with the applicable government agency(ies) for any PROFESSIONAL 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.

- 8.1. Confidential Work Product.** All professional 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 PROFESSIONAL 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.
- 11.3.4. **Professional Liability.** If checked the CONTRACTOR shall also maintain Professional Liability (errors and omissions) coverage with a limit no less than \$1,000,000 per claim and \$2,000,000 annual aggregate. The CONTRACTOR shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONTRACTOR agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy. If CONTRACTOR maintains higher limits than the limits shown above, the CITY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

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

13. SUBCONTRACTORS.

- 13.1.** The 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.

- 13.2.** 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.
- 13.3.** 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.

14. 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.

15. NOTICES.

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

MOHAMMAD SAMMAK, DIRECTOR OF
ENGINEERING AND PUBLIC WORKS

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

BRAD SPARKS, SERVICE DIVISION MANAGER

Symons Fire Protection, Inc.
12155 Paine Place
Poway, CA 92064

16. 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.

17. RESPONSIBILITY FOR EQUIPMENT.

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by 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.

18. CALIFORNIA LAW; VENUE.

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

19. 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.

20. ENTIRE AGREEMENT.

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

21. NO WAIVER.

No failure of either the City or the 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.

22. SEVERABILITY.

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

23. DRAFTING AMBIGUITIES.

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

24. CONFLICTS BETWEEN TERMS.

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

25. EXHIBITS INCORPORATED.

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

26. SIGNING AUTHORITY.

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

SYMONS FIRE PROTECTION, INC., a California corporation

By: 

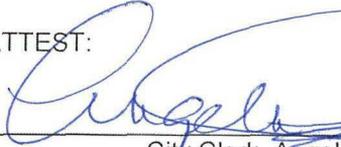
City Manager, Gregory Wade

By: 

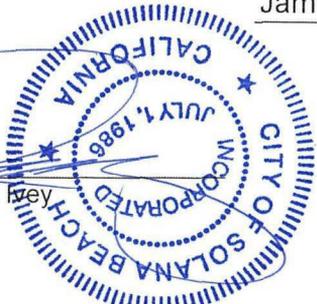
Signature

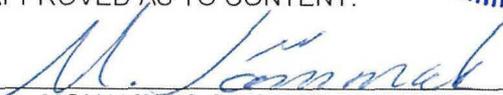
Jamil Shamoan - President

Print Name and Title

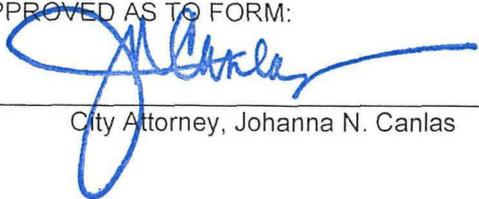
ATTEST: 

City Clerk, Angela Frey



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
FIRE PROTECTION SPRINKLER, ALARM, AND KITCHEN FIRE SUPPRESSION SYSTEM
INSPECTION, TESTING AND MAINTENANCE SERVICES AT CITY FACILITIES

PROJECT SCOPE

The City of Solana Beach is seeking a service provider that will provide fire sprinkler, fire alarm and kitchen fire suppression system services at the four (4) facilities in accordance with inspection guidelines as set forth in this Request for Proposal as required by the California Code of Regulations and NFPA.

PRELIMINARY SCOPE OF SERVICE

Service provider will furnish all labor, equipment, supplies and supervision to perform fire protection sprinkler, alarm, and kitchen fire suppression system services for the following City facilities:

- | | | |
|----|--------------------------------|--------------------------|
| A. | City Hall | 635 S. Highway 101 |
| B. | La Colonia Community Center | 715 Valley Avenue |
| C. | Fire Station | 500 Lomas Santa Fe Drive |
| D. | Fletcher Cove Community Center | 133 Pacific Avenue |

This company shall provide all work and materials as described in this Scope of Services which shall include all labor, transportation, supplies, materials, parts, tools, machinery, employee safety equipment, equipment, supervision, and all other work and materials required under this Request for Proposal.

Services Description:

Service Provider shall maintain the automatic fire sprinkler systems, fixed extinguishing system (hood), and fire alarm systems and associated equipment in good operating condition in accordance with manufacturer's specifications, NFPA, CCR, and in a fashion that maximize performance, safety, and life span of the area and equipment.

Service Provider shall provide all work and materials as described in this Scope of Services, which shall include all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, applicable taxes, and all other work and materials required under this Agreement. All work shall be done in a first class, complete and clean workmanlike manner, conforming to best industry practices, and in conformance with all applicable original manufacturer's specifications. Service Provider shall facilitate proactive preventive maintenance, maximize equipment life, and maximize beneficial usage of the fire protection equipment covered by this Agreement.

Service Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with services and shall comply with all applicable safety laws, good industry standards, take all reasonable precautions for safety of the public, property tenants, and employees, City employees, and other persons on or about the property site.

Service Provider shall be responsible, at no additional cost to the City, for executing all paperwork to the State of California and any other agencies necessary.

"Monitoring and Fire Servicing" shall mean regular full service maintenance and repairs of a fire suppression system and monitoring including: inspections; adjustments and maintenance of the monitoring devices, including repair and replacement of components and equipment; maintenance of schedules and records; stocking of materials; and housekeeping, as defined below, to ensure a fire suppression system is functioning in good working order and meets all industry standards and manufacturer's specifications.

Fire System compliance:

1. Quarterly inspections of automatic fire sprinkler systems
2. Annual service of automatic fire sprinkler systems and fire alarms
3. 5-year Certification of automatic fire sprinkler systems at City Hall and Fire Station
4. Semi-annual tests are required for the La Colonia Community Center Kitchen Fire Suppression System
5. Hydraulic Nameplate

In compliance with NFPA 25 the requirement will hinge on the direction from the local fire department representative.

Quarterly Visual Inspections of the Automatic Fire Sprinkler System

Quarterly inspections as required by NFPA 25 to include the inspection of:

- Visual inspection of system gauges
- Hydraulic nameplates
- Spare sprinklers and head wrench
- Fire department connections
- Pressure regulating devices
- Control valve position
- Post indicator valves and backflow prevention assemblies
- Submit inspection report (AES 1 – 9) as record of inspection and compliance

Annual Test and Inspection of the Automatic Fire Sprinkler System

Annual inspection as required by NFPA 25 to include the inspection of:

- 100% visual inspection of all exposed and accessible fire sprinkler heads
- Visual inspection of system gauges
- Hydraulic nameplates
- System pipe hangars and seismic bracing
- System pipe and fittings
- Sprinkler heads, spare sprinklers and head wrench
- Fire department connections
- Pressure regulating devices
- Control valve position
- Alarm valves (exterior only)
- Post indicator valves and backflow prevention assemblies
- Listing all deficiencies that must be corrected to certify the system as fully operational
- Submit inspection report (AES 1 – 9) as record of inspection and compliance

Annual test and maintenance as required by NFPA 25 to include the test and maintenance of:

- Testing of control valves, backflow, and PIV control valves supervisory devices
- Main drain water flow test (record of test pressures in inspection report)
- Verification of alarm bell by activation of water flow switch
- Verification of alarm and tamper signals to fire alarm control panel and monitoring company
- Exercise control valves through full range of motion
- Exercise and lubricate OS&Y type control valves thru full range of motion
- Submit inspection report (AES 1-9) as record of inspection and compliance

Annual Fire Alarm and Detection Inspection and Testing

Annual service as required by NFPA 72 to include the test and maintenance of:

- Pull station
- Smoke detectors
- Heat detectors
- Fire alarm control panel (FACP)
- Battery load test
- Supervisory devices
- Water flow devices
- Alarm bells
- Horns and strobes
- FACP and off-site monitoring interface
- Testing of all phone jacks/cellular communicators

Semi-Annual Kitchen Fire Suppression System Service

Semi-annual service as required by NFPA 17A to include the test and maintenance of:

- Nozzle inspections and cap replacements

- Check the extinguishing lines for blockages
- Manual pull station is pulled to ensure it activates system
- Pressure gauges check for proper PSI
- Gas shut off valve and microswitch are tested
- Ensure fans are running and operational
- Cut fusible links to ensure system activates
- Install new links with date stamped on them for proof of service
- Check that the gas shuts off upon activation
- Test that the electrical shuts off upon activation
- File inspection certification with local fire authority
- Tag the system showing certification was completed according to regulations
- Commercial cooking system service and inspection report will be left on site and sent to the local fire department

APPLICABLE NFPA FIRE SYSTEM REQUIREMENTS

- Inspections constitute a visual examination of equipment, devices, and conditions, assuring acceptable set standards established by regulating agency along with added measures by the City.
- Inspections and testing mandated by the National Fire Protection Association and the CA State Fire Code, which are regulated and enforced by our local Solana Beach Fire Department are all covered within this agreement.
- Documenting both acceptable statuses through a written report and memorializing the examination through means of a written official report. The report must state the satisfactory system conditions, the examiner, qualifications and mandates met on a standardized form by a certified fire system personnel. A non-satisfactory report shall accompany recommended repairs.

All inspections, testing and ongoing monitoring will identify deficiencies and make the recommended corrective actions and formal proposal to replace or repair deficiencies. All inspections, repairs, and testing of fire system will require the proper documentation from certified agency/personnel to conduct the required operation and remain compliant with mandates.



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Alyssa Muto, City Manager
MEETING DATE: February 26, 2025
ORIGINATING DEPT: City Manager’s Department - Nicole Grucky, Sustainability Program Manager
SUBJECT: **Consideration of Resolution 2025-014 Authorizing the Filing of an Application for Grant Funds from the San Diego Association of Governments**

BACKGROUND:

The San Diego Association of Governments (SANDAG) is the San Diego region’s primary public planning, transportation, and research agency, comprising the 18 cities and the County of San Diego. SANDAG serves as the public forum for regional policy decisions about growth, transportation, environmental management, housing, open space, energy, public safety, and binational collaboration. SANDAG receives local, state, and federal funds to implement regional policies, programs, and projects that advance its vision. SANDAG passes through a portion of its funding through several competitive grant programs.

SANDAG is currently soliciting applications for its Smart Growth Incentive Program (SGIP). The goal of this program is to fund comprehensive planning activities, public infrastructure projects, and climate action plan projects that facilitate compact, mixed-use, transit-oriented development and increase housing and transportation choices. SGIP is funded through the TransNet Extension Ordinance.¹

This item is before City Council to consider approving Resolution 2025-014 (Attachment 1) authorizing Staff to apply for SANDAG’s SGIP funding.

DISCUSSION:

The SGIP Call for Projects has three different funding types: Planning, Capital, and Climate Action Plan. City Staff is exploring applying for the following projects:

1. The Glencrest Sidewalk Project (Capital)
2. The Regional Greenhouse Gas Emission Inventory Project (Climate Action Plan)
3. The Regional Climate Equity Indicator Project (Climate Action Plan)

¹ <https://www.sandag.org/-/media/SANDAG/Documents/PDF/funding/transnet/transnet-extension-ordinance-and-expenditure-plan.pdf>

CITY COUNCIL ACTION: _____

The Glencrest Sidewalk Project has been identified as a high priority improvement under the City's Safe Routes to School Program and proposes extending the sidewalks from Lomas Santa Fe to Dell Street.

The Regional Greenhouse Gas Emission Inventory Project and Regional Climate Equity Indicator Project are regional collaborations to apply for funding to conduct greenhouse gas emission inventories and create a climate equity indicator.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

No fiscal impact.

WORK PLAN:

If awarded funding, the grant would support the following Work Plan Priorities:

Item A.1 of the Environmental Sustainability Priorities of the FY 2024/25 Work Plan.

Item B. 17 of the Community Character Priorities of the FY 2024/25 Work Plan.

OPTIONS:

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

CITY STAFF RECOMMENDATION:

Staff recommends that the City Council approve Resolution 2025-014 authorizing Staff to apply for grant funds from SANDAG.



Alyssa Muto, City Manager

Attachments:

1. Resolution 2025-014

RESOLUTION 2025-014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING THE FILING OF AN APPLICATION FOR GRANT FUNDS FROM THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND ACCEPTING THE TERMS OF THE GRANT AGREEMENT

WHEREAS, up to \$45 million of TransNet funding for Smart Growth Incentive Program (SGIP) projects is available to local jurisdictions and the County of San Diego through the SGIP Program; and

WHEREAS, the City of Solana Beach wishes to receive grant funding from SANDAG; and

WHEREAS, the City of Solana Beach certifies that it has an adopted Climate Action Plan (CAP) or Greenhouse Gas (GHG) reduction plan that includes the following items:

- Establishes a locally appropriate 2030 GHG reduction target for communitywide GHG emissions derived from the State's legislative target for 2030 (as established by SB32 or as amended by future legislation) and establishes long-term targets.
- Quantifies, using substantial evidence, how local GHG reduction strategies, programs, and measures would meet or exceed the local GHG reduction target.
- Establishes a mechanism to monitor the plan's progress toward achieving the target, including reporting data to SANDAG and a requirement to amend the plan if it is not achieving adopted goals; and

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Solana Beach, California, is authorized to submit a grant application for the following Projects to SANDAG, which are referred to as:

1. The Glencrest Sidewalk Project
2. The Regional Greenhouse Gas Emission Inventory Project
3. The Regional Climate Equity Indicator Project

BE IT FURTHER RESOLVED, that the City Manager, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment.

PASSED AND ADOPTED this ____ day of _____, 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: February 26, 2025
ORIGINATING DEPT: Public Works/Engineering Department – Dan Goldberg,
Acting Public Works Director/City Engineer
SUBJECT: **Glencrest Drive Sidewalk Improvements Update – Lomas
Santa Fe Drive to Dell Street**

BACKGROUND:

The construction of sidewalks along both sides of Glencrest Drive from Lomas Santa Fe Drive to Dell Street (Project) is a high priority project as identified in the City's Comprehensive Active Transportation Strategies (CATS), as well as the City's Safe Routes to School (SRTS) program. Staff previously provided an update to the City Council on May 22, 2024, to get further feedback from Council on the design prior to further direct engagement with the property owners and hosting a public meeting on the designs.

This item is before the City Council to provide an update on the community outreach and feedback that has occurred, and to present the preliminary design for any final comments on items such as parking areas, placement of sidewalks, curb extensions for driveways and mailbox locations prior to initiating work on the engineering design package for construction bid and contracting. As part of this update, the City Council will be asked to consider approving the design layout plans for the Glencrest Sidewalk Improvement Project and authorizing the City Engineer to advertise the project for construction bids.

DISCUSSION:

In June 2015, the City completed the Comprehensive Active Transportation Strategies (CATS) and in February 2023, the City completed the Safe Routes to School (SRTS) Study. Both of these documents focused on active transportation opportunities within the community. One of the primary routes that connects the northwestern neighborhoods to nearby schools runs along Glencrest Drive and received support from the Council as an item in Work Plan. Staff is presently applying for project funding through the San Diego Association of Governments (SANDAG) Smart Growth Incentive Program grant program. This project was previously considered for outsourcing the design and engineering.

COUNCIL ACTION:

However, recent Staffing changes have allowed the design to be performed in-house by City Engineering Staff.

The proposed SRTS project has been designed to provide a dedicated pedestrian walkway on both sides of the street, while maintaining as much on street parking as possible. The preliminary design includes the construction of a concrete curb, gutter, and sidewalk on both sides of Glencrest Drive, from Lomas Santa Fe Drive to Dell Street. There are 20 homes located along both sides of this segment of the street. Improvements to private driveways have been included to provide transitions with the sidewalk to account for changes in slope. All work required for driveway transitions will occur within the existing public right of way. On-street parking will remain substantially the same with approximately 30 parking spaces for continued residential use.

The City held a workshop at Skyline Elementary School on September 19, 2024, where Staff presented a conceptual plan to those in attendance that showed the location of parking areas, driveways and sidewalks. Along with the Mayor, Staff answered questions about the proposed project. The preliminary design plan (Attachment 1) was presented and on display at the workshop.

At the Workshop, sign-up sheets were provided so residents could schedule meetings with Staff at their residence to discuss the specific improvements proposed along their street frontage. Approximately six residents contacted Staff and were individually met with at their properties to go over the proposed design. Feedback from residents was generally positive and informed refinements to the design at the individual properties.

While there were no objections shared with the City on the proposed project, residents shared that they do not want private landscaping and other private improvements impacted by this project. As a result, the project has been designed to minimize the impacts to private landscaping and other private improvements in the public right of way to the extent possible without sacrificing sight visibility and other safety concerns related to pedestrian use of the proposed sidewalks.

Since the workshop, Staff has also met with the Solana Beach Post Office to discuss their criteria for the location of mailboxes. Post Office representatives emphasized that implementing the street improvements cannot make the mail delivery less efficient or less safe. Additionally, depending on the design, the U.S. Post Office may choose to cluster mailboxes to improve and streamline delivery service. Staff has revised the prior designs to ensure the postal workers can continue to drive up to the mailboxes for mail delivery. The road width at the mailbox locations has also been designed to be similar, allowing the mail trucks to move over in the right-of-way (to the right) to also minimize impacts to circulation. Staff is continuing to work with the Post Office on mailbox locations and will share any changes with regard to clustering if that is determined by the Post Office to be necessary.

The designs before the Council today include all of the above feedback, as well as input from previous community and council engagement. With the final comments received at this hearing, Staff will move forward with the next steps, which are as follows:

- Complete the final Plans Specifications, and Estimate (PS&E) package
- Advertise for construction bids
- Award of a construction contract by the City Council
- Start construction

CEQA COMPLIANCE STATEMENT:

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

FISCAL IMPACT:

The construction cost for this project will be prepared when the final design is prepared. The preliminary construction cost is estimated between \$300,000 to \$400,000 depending on many factors such as timing of the construction, number, and nature of driveway improvements to be removed and reconstructed. The Fiscal Year 2024/25 CIP budget allocated \$75,000 for project design, which has not been used as part of the design phase due to use of in-house engineering staff.

WORK PLAN:

The project is included in the 2024/25 Work Plan under Community Character Priorities, Item B.17.

OPTIONS:

- Receive report.
- Adopt Resolution authorizing Staff to advertise the project for construction bids.
- Provide direction to Staff.

CITY STAFF RECOMMENDATION:

Receive this report, provide direction to Staff and adopt Resolution 2025-017:

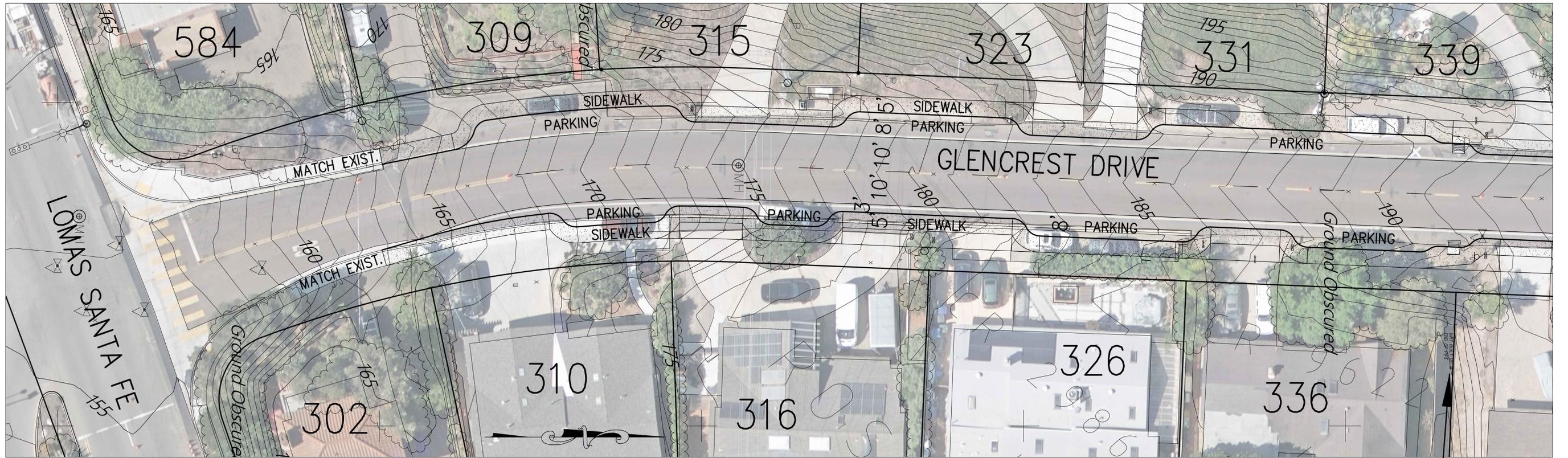
1. Approving the design layout plans for the Glencrest Sidewalk Improvement Project.
2. Authorizing the City Engineer to advertise the Glencrest Sidewalk Improvement Project for construction bids.



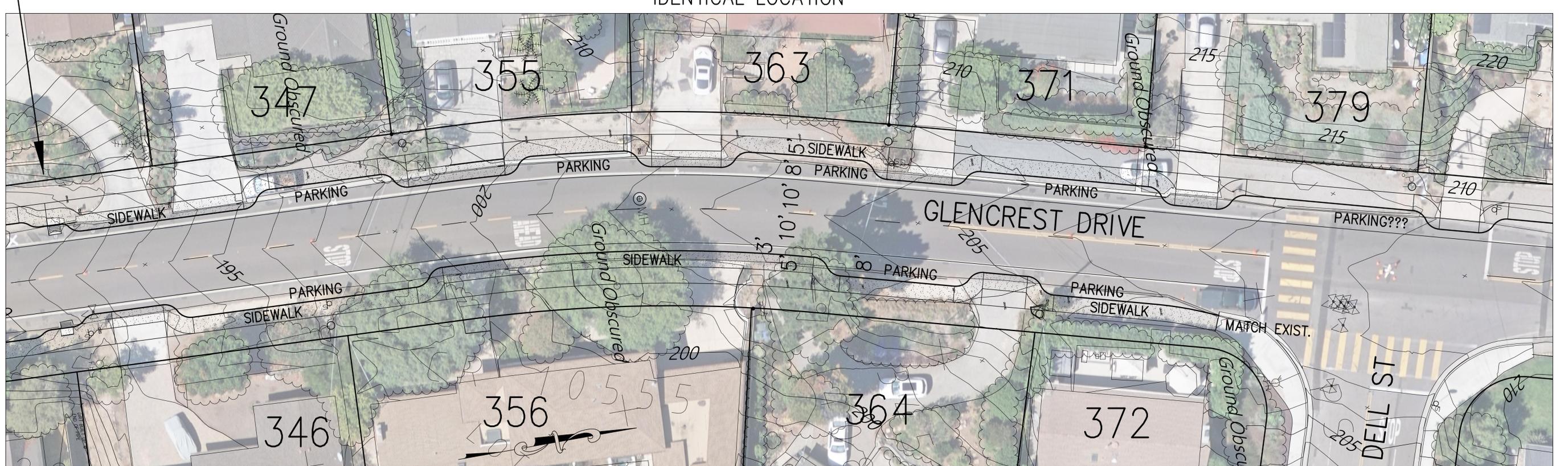
Alyssa Muto, City Manager

Attachments:

1. Glencrest Sidewalks Preliminary Design Plan
2. Resolution 2025-017



IDENTICAL LOCATION



Attachment 1

GLENCREST DRIVE PROPOSED SIDEWALKS

9/19/2024

RESOLUTION 2025-017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING THE DESIGN FOR THE GLENCREST SIDEWALK IMPROVEMENT PROJECT AND AUTHORIZING THE CITY ENGINEER TO ADVERTISE FOR CONSTRUCTION BIDS

WHEREAS, the construction of sidewalks along both sides of Glencrest Drive from Lomas Santa Fe Drive to Dell Street (Project) is a high priority project as identified in the City's Comprehensive Active Transportation Strategies (CATS), as well as the City's Safe Routes to School (SRTS) programs; and

WHEREAS, Staff previously provided an update to the City Council on May 22, 2024, to get further feedback from Council on the design prior to further direct engagement with the property owners and hosting a public meeting on the designs; and

WHEREAS, the proposed SRTS project has been designed to provide a dedicated pedestrian walkway on both sides of the street, while maintaining as much on street parking as possible. The preliminary design includes the construction of a concrete curb, gutter, and sidewalk on both sides of Glencrest Drive, from Lomas Santa Fe Drive to Dell Street; and

WHEREAS, there are 20 homes located along both sides of this segment of the street. Improvements to private driveways have been included to provide transitions with the sidewalk to account for changes in slope. All work required for driveway transitions will occur within the existing public right of way. On-street parking will remain substantially the same with approximately 30 parking spaces for continued residential use; and

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

1. That the above recitations are true and correct.
2. That the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the State CEQA Guidelines
3. That the City Council approves the design layout plans for the Glencrest Sidewalk Improvement Project.

4. That the City Council authorizes the City Engineer to advertise the Glencrest Sidewalk Improvement Project for construction bids.

PASSED AND ADOPTED this 26th day of February 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: February 26, 2025
ORIGINATING DEPT: Community Development Department – Joseph Lim, Community Development Director
SUBJECT: **LOSSAN Rail Realignment Update and Action**

BACKGROUND:

The San Diego Association of Governments (SANDAG), as the Lead Agency under the California Environmental Quality Act (CEQA), has initiated the preparation of a Draft Environmental Impact Report (EIR) for the San Diego-Los Angeles-San Luis Obispo Rail Realignment (SDLRR) Project (PROJECT). Since the June 18, 2024 Scoping Meeting for the Notice of Preparation (NOP) of the Project, SANDAG initiated a Value Analysis (VA) process to technically evaluate and improve upon the alignment alternatives and/or potentially identify new alternatives for further consideration. On February 12, 2025 SANDAG presented the Final VA Study Report and the five options that will be presented to SANDAG Board of Directors for consideration to advance to environmental review. SANDAG subsequently conducted office hours at Solana Beach City Hall on February 13, 2025 between 3pm and 6pm, where SANDAG Staff answered community questions and concerns regarding the VA Study Report and the five options.

This item is for any additional updates to be presented by the City Manager and staff to the City Council and public since SANDAG's presentation and office hours earlier in the month, and to consider any actions for the City Manager to bring forward to the SANDAG Board of Directors meeting on February 28 2025.

DISCUSSION:

The LOSSAN rail corridor is crucial for the regional economy, serving commuters, freight transport, and connecting key ports and military bases. Given the current challenges with the rail alignment through the City of Del Mar, expanding and ensuring reliable future rail services is essential. Additionally, exploring alternatives to the existing rail alignment is necessary to address potential negative impacts.

The Parties involved have raised specific concerns about the project Notice of Preparation. Since the close of the NOP for the project on July 19, 2024, the Primary

CITY COUNCIL ACTION:

Project Stakeholders have worked together to establish mutually agreed-upon expectations and priorities for the project. In response to significant input from the NOP, SANDAG initiated a Value Analysis process to technically evaluate and improve upon the existing alignment alternatives and/or potentially identify new alternatives for further consideration. Participation in the technical exercise included representative from key agency stakeholders include the cities of Carlsbad, Del Mar, Encinitas, San Diego, and Solana Beach, as well as representatives from North County Transit District, and CALTRANS.

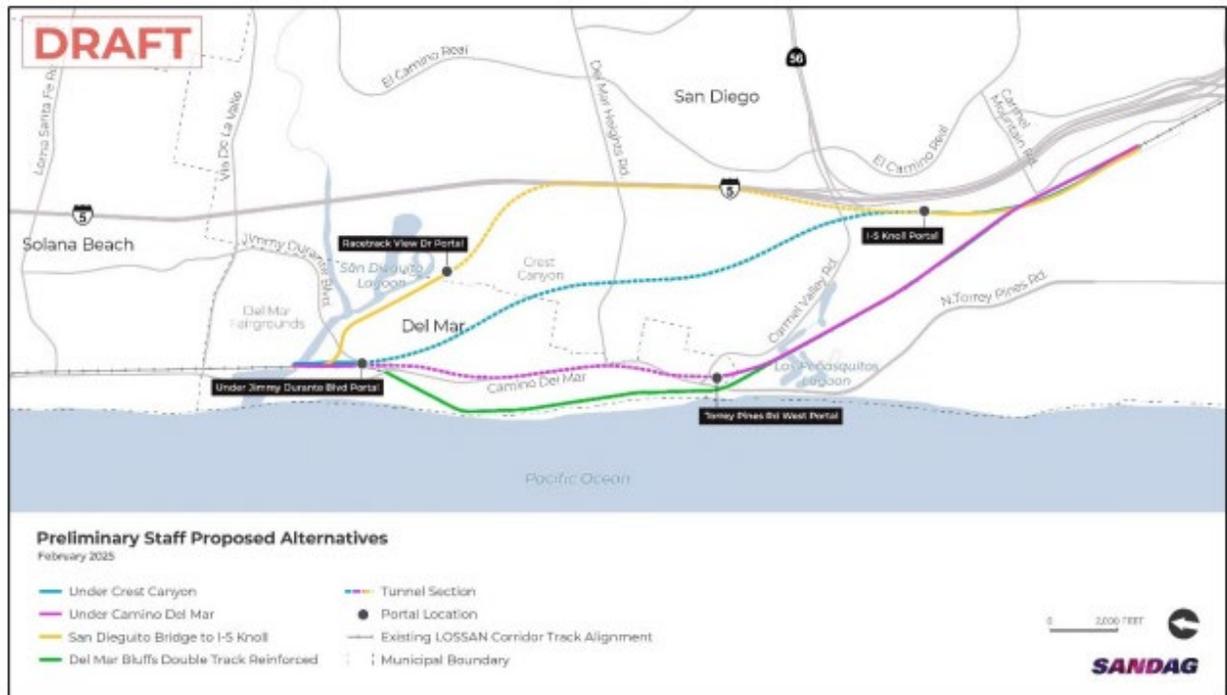
After several meetings with the participating agency stakeholders the Final VA Study Report was released which analyzed 16 proposed alignment alternatives that included the original alternatives contained in the NOP. The Final VA Study Report is available at the following:

[San Diego LOSSAN Rail Realignment Project Final Value Analysis Study Report](#)

After completion of the VA Study Report, SANDAG staff reviewed the conceptual ideas from the VA process, as well as prior studies and public feedback, and issued a press release with additional updates on the project and next steps. The press release included five options that will be presented to SANDAG Board of Directors for consideration to advance to environmental review on February 28, 2025. The options are summarized as follows:

- **Under Crest Canyon (Under Jimmy Durante to I-5 Knoll):** Realigned to minimize subsurface easements by routing below Crest Canyon. Corresponds to VA Study Alternative 6. Similar to NOP Alternative B. [Blue line on Figure 1 map below.](#)
- **Under Camino Del Mar (Under Jimmy Durante to Torrey Pines Road West):** Aligned to minimize subsurface easements by following below Camino del Mar. Corresponds to VA Study Alternative 8. Similar to NOP Alternative C. [Purple line on Figure 1 map below.](#)
- **San Dieguito Bridge to I-5 Knoll:** Aligned to minimize impacts to Del Mar, the Fairgrounds, and San Dieguito Double Track Bridge. No corresponding VA alternative. Similar to NOP Alternative A. [Yellow line on Figure 1 map below.](#)
- **Del Mar Bluffs Double Track Reinforced:** Maintains current alignment, adds double track along the bluffs and through Los Penasquitos Lagoon with bluff reinforcement and more robust seawalls. Corresponds to VA Study Alternative 12. [Green line on Figure 1 map below.](#)
- **No Build:** Includes continuation of major stabilization efforts that would be required to protect the existing single-track alignment.

Figure 1



CEQA COMPLIANCE STATEMENT:

The proposed Resolution is not a project under the California Environmental Quality Act (CEQA).

FISCAL IMPACT:

There is no fiscal impact as it relates to this Resolution.

RECOMMENDATION:

It is recommended that the City Council receive additional LOSSAN Rail Realignment information and consider providing actions for the City Manager to bring forward to the SANDAG Board of Directors.


Alyssa Muto, City Manager