

# CITY OF SOLANA BEACH

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



## MODIFIED AGENDA

**Joint SPECIAL Meeting**  
**Tuesday, September 12, 2017 \* 6:00 P. M.**

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

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

### PUBLIC MEETING ACCESS

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

### AGENDA MATERIALS

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

### SPEAKERS

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

### AMERICAN DISABILITIES ACT TITLE 2

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

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

### CITY COUNCILMEMBERS

**Mike Nichols, Mayor**

**Ginger Marshall, Deputy Mayor**

**David A. Zito, Councilmember**

**Jewel Edson, Councilmember**

**Judy Hegenauer, Councilmember**

Gregory Wade  
City Manager

Johanna Canlas  
City Attorney

Angela Ivey  
City Clerk

**SPEAKERS:**

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

**READING OF ORDINANCES AND RESOLUTIONS:**

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

**CALL TO ORDER AND ROLL CALL:**

**CLOSED SESSION REPORT:** (when applicable)

**FLAG SALUTE:**

**APPROVAL OF AGENDA:**

**PROCLAMATIONS/CERTIFICATES:** *Ceremonial*

*None at the posting of this agenda*

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

*None at the posting of this agenda*

**ORAL COMMUNICATIONS:**

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

**COUNCIL COMMUNITY ANNOUNCEMENTS / COMMENTARY:**

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

**A. CONSENT CALENDAR:** (Action Items) (A.1. - A.9.)

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

**A.1. This Item was pulled from the Agenda.**

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

Recommendation: That the City Council

1. Ratify the list of demands for August 5, 2017 through August 25, 2017.

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

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

**A.3. General Fund Adopted Budget for Fiscal Year 2017-2018 Changes.** (File 0330-30)

Recommendation: That the City Council

1. Receive the report listing changes made to the Fiscal Year 2017-2018 General Fund Adopted Budget.

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

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

**A.4. 2017 Street Maintenance & Repair Project, Bid 2017-08.** (File 0820-35)

Recommendation: That the City Council

1. Adopt **Resolution 2017-023**:
  - a. Approving the list of streets to be overlaid with asphalt concrete.
  - b. Awarding a construction contract for the 2017 Street Maintenance & Repair Project, Bid 2017-08, in the amount of \$344,290, to PAL General Engineering.
  - c. Approving an amount of \$69,000 for construction contingency.
  - d. Authorizing the City Manager to execute the construction contract on behalf of the City.
  - e. Authorizing the City Manager to approve cumulative change orders up to the construction contingency amount.

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

[A.4. Updated Report # 1](#)

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

**A.5. Clean and Reseal Concrete Lithocrete at Various Locations Project.** (File 0820-35)

Recommendation: That the City Council

1. Adopt **Resolution 2017-017**:
  - a. Authorizing the City Council to accept as complete the project to Clean and Reseal Concrete Lithocrete at Various Locations, Bid No. 2017-05, performed by Miramar General Engineering.
  - b. Authorizing the City Clerk to file a Notice of Completion.

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

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**A.6. Software Maintenance Agreement with Superior.** (File 0190-30)

Recommendation: That the City Council

1. Adopt **Resolution 2017-139**:
  - a. Authorizing the City Manager to execute a one-year maintenance agreement with Superior to provide software support beginning July 1, 2017.
  - b. Authorizing the City Manager to extend the agreement for up to one additional one year term, at the City's option, at an amount not to exceed the amount identified and budgeted for the subsequent year.

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

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

**A.7. City Hall Shingle Roof Replacement Project.** (File 0710-30)

Recommendation: That the City Council

1. Adopt **Resolution 2017-016**:
  - a. Authorizing the City Council to accept as complete the City Hall Shingle Roof Replacement Project, Bid No. 2017-02, constructed by C&I Roofing Company.
  - b. Authorizing the City Clerk to file a Notice of Completion.

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

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**A.8. Red Light Camera Enforcement Agreement.** (File 0860-50)

Recommendation: That the City Council

1. Adopt **Resolution 2017-113**:
  - a. Authorizing the City Manager to execute a Professional Services Agreement, for a length of five years, with Redflex Traffic Systems, Inc. for automated red light photo enforcement.
  - b. Authorizing the City Manager to execute three additional one year extensions at an amount not to exceed the amount identified and budgeted for each subsequent year.

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

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**A.9. Fire Apparatus Maintenance and As-Needed Repair Agreement.** (File 0370-26)

Recommendation: That the City Council

1. Adopt **Resolution 2017-140**:
  - a. Awarding the maintenance and repair agreement to North County Emergency Vehicle Services in the amount not to exceed \$60,000.
  - b. Authorizing the City Manager to extend the agreement for four additional one year terms, at the City's option.

[Item A.9. Report \(click here\)](#)

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

**C. STAFF REPORTS:**

*Submit speaker slips to the City Clerk.*

**C.1. Quarterly Investment Report.** (File 0350-44)

Recommendation: That the City Council

1. Accepts and files the Cash and Investment Report for the quarter ended June 30, 2017. If Council desires, direct City Manager to implement the Management Directive.

[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.3. Wireless Facilities on Vertical Infrastructure in the Public Rights-of-Way Model License Agreement.** (File 1000-50)

Recommendation: That the City Council

1. Approve the use of a Model License Agreement by adoption of **Resolution 2017-071**.

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

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

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

**B. PUBLIC HEARINGS:** (B.1. – B.2.)

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

**B.1. Public Hearing: 520 N. Granados, Applicant: Freis, Case# 17-17-08.** (File 0600-40)

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

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.
2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt **Resolution 2017-136** conditionally approving a DRP to construct a first-floor remodel and 1,106 square-foot addition and a 970 square-foot partially-subterranean basement-level garage and bedroom addition to an existing single-story, single-family residence with an attached, two-car garage and two-car carport, and perform associated site improvements at 520 North Granados Avenue, Solana Beach.

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

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**B.2. Public Hearing: 197-201 Pacific, Applicants: Monroe and Sloan, Case# 17-15-24.** (File 0600-40)

Recommendation: That the City Council

1. Conduct the Public Hearing: Open the public hearing, Report Council disclosures, Receive public testimony, Close the public hearing.
2. If the Council can make the required findings, adopt **Resolution 2017-137**, approving the request for a Time Extension for approvals and entitlements in Case No. 17-15-24 and setting the expiration date on October 28, 2018.

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

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## **C. STAFF REPORTS:**

*Submit speaker slips to the City Clerk.*

### **C.4. Year-End Budget Adjustments for Fiscal Year 2016-2017.** (File 0330-30)

Recommendation: That the City Council

1. Accept and file the General Fund Update for Fiscal Year 2016/17.
2. Provide direction to Staff regarding whether to use an amount of the projected General Fund surplus to fund the PARS Irrevocable Trust as part of a budget appropriation to the General Fund and other funds as determined by the Finance Department for Fiscal Year 2016/17.
3. Provide direction to Staff regarding whether to use an amount of the projected General Fund surplus to fund the City CIP fund.
4. Approve **Resolution 2017-096** revising appropriations in the Fiscal Year 2016/17 Budget.

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

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### **C.2. Introduce (1<sup>st</sup> Reading) Ordinance 480 - Electronic Vehicle Charging Stations.** (File 0600-95)

Recommendation: That the City Council

1. Introduce **Ordinance 480** to add Chapter 15.54 to the Solana Beach Municipal Code to Provide an Expedited, Streamlined Permitting Process for Electric Vehicle Charging Systems.

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

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## **WORKPLAN COMMENTS:**

*Adopted June 8, 2016*

## **COMPENSATION & REIMBURSEMENT DISCLOSURE:**

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

**COUNCIL COMMITTEE REPORTS:**

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

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

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

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

**ADJOURN:**

**AFFIDAVIT OF POSTING**

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

I, Angela Ivey, City Clerk of the City of Solana Beach, do hereby certify that this Agenda for the September 12, 2017 Council Meeting was called by City Council, Successor Agency to the Redevelopment Agency, Public Financing Authority, and the Housing Authority of the City of Solana Beach, California, was provided and posted on September 1, 2017 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., September 12, 2017, in the Council Chambers, at City Hall, 635 S. Highway 101, Solana Beach, California.

Angela Ivey, City Clerk  
 City of Solana Beach, CA



**UPCOMING CITIZEN CITY COMMISSION AND COMMITTEE MEETINGS:**

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

- **Budget & Finance Commission**  
Thursday, September 21, 2017, 6:30 p.m. (City Hall)
- **Climate Action Commission**  
Wednesday, September 20, 2017, 5:30 p.m. (City Hall)
- **Parks & Recreation Commission**  
Thursday, September 14, 2017, 4:00 p.m. (Fletcher Cove Community Center)
- **Public Arts Commission**  
Tuesday, September 26, 2017, 5:30 p.m. (City Hall)
- **View Assessment Commission**  
Tuesday, September 19, 2017, 6:00 p.m. (Council Chambers)

**Item A.1.**

**This Item was pulled from the Agenda**



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** September 12, 2017  
**ORIGINATING DEPT:** Finance  
**SUBJECT:** Register of Demands

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## 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- 08/5/17 through 08/25/17

Check Register-Disbursement Fund (Attachment 1)		\$	1,002,681.54
Net Payroll	August 11, 2017		184,280.71
Federal & State Taxes	August 11, 2017		54,726.70
PERS Retirement (EFT)	August 11, 2017		41,672.48
Retirement Payroll	August 15, 2017		9,539.00
Net Payroll	August 25, 2017		233,272.54
Federal & State Taxes	August 25, 2017		75,191.96
PERS Retirement (EFT)	August 25, 2017		44,429.39

TOTAL		\$	<u>1,645,794.32</u>
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## 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 August 5, 2017 through August 25, 2017 reflects total expenditures of \$1,645,794.32 from various City funding sources.

CITY COUNCIL ACTION: \_\_\_\_\_

\_\_\_\_\_

**WORK PLAN:**

N/A

**OPTIONS:**

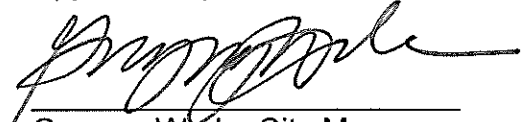
- Ratify the register of demands.
- Do not ratify and provide direction.

**DEPARTMENT RECOMMENDATION:**

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

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.

  
\_\_\_\_\_  
Gregory Wade, City Manager

Attachments:

1. Check Register – Disbursement Fund

CITY OF SOLANA BEACH, CA  
CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck\_date between '20170805 00:00:00.000' and '20170825 00:00:00.000'  
ACCOUNTING PERIOD: 2/18

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	90746	08/08/17	5310	THE ROCKADEMY, LLC	25055005570	CONCERT-8/03/17	0.00	200.00
1011	90747	08/10/17	3704	ARCO GASPRO PLUS	00160006140	AUTO FUEL-07/03-08/02	0.00	39.04
1011	90747	08/10/17	3704	ARCO GASPRO PLUS	00165006560	AUTO FUEL-07/03-08/02	0.00	81.14
1011	90747	08/10/17	3704	ARCO GASPRO PLUS	00165006570	AUTO FUEL-07/03-08/02	0.00	135.23
1011	90747	08/10/17	3704	ARCO GASPRO PLUS	00165006510	AUTO FUEL-07/03-08/02	0.00	148.76
1011	90747	08/10/17	3704	ARCO GASPRO PLUS	50900007700	AUTO FUEL-07/03-08/02	0.00	162.27
1011	90747	08/10/17	3704	ARCO GASPRO PLUS	00165006530	AUTO FUEL-07/03-08/02	0.00	392.18
1011	90747	08/10/17	3704	ARCO GASPRO PLUS	00160006170	AUTO FUEL-07/03-08/02	0.00	422.79
1011	90747	08/10/17	3704	ARCO GASPRO PLUS	00165006520	AUTO FUEL-07/03-08/02	0.00	432.74
1011	90747	08/10/17	3704	ARCO GASPRO PLUS	00160006120	AUTO FUEL-07/03-08/02	0.00	189.31
	TOTAL CHECK						0.00	2,003.46
1011	90748	08/10/17	5029	BILL SMITH FOREIGN CAR S	00165006530	F150-DRIVE SHAFT RPR	0.00	164.03
1011	90748	08/10/17	5029	BILL SMITH FOREIGN CAR S	00165006360	F150-DRIVE SHAFT RPR	0.00	164.04
1011	90748	08/10/17	5029	BILL SMITH FOREIGN CAR S	50900007700	F150-DRIVE SHAFT RPR	0.00	164.04
	TOTAL CHECK						0.00	492.11
1011	90749	08/10/17	3069	JOSHUA BLEA	00165006560	MILEAGE-7/23/17	0.00	26.75
1011	90750	08/10/17	1295	CITY OF DEL MAR	00150005450	IT MAINT SUPPORT-JUN	0.00	1,350.00
1011	90751	08/10/17	2374	DARIN KUIITE	00150005400	ART APPRCTN-D KUIITE	0.00	660.00
1011	90752	08/10/17	4218	DICK MILLER, INC	001	9327 SRPT IMP PE07/31	0.00	86,000.00
1011	90753	08/10/17	4932	RACHEL FRIEDMAN	25055005570	MOVIE NIGHT SUPPLIES	0.00	64.75
1011	90754	08/10/17	2593	GOLDFARB & LIPMAN	65278007810	SA PROF SVC PE 06/30	0.00	252.00
1011	90755	08/10/17	1792	HARRIS & ASSOC. INC.	21355005550	1715.15 PROF SVC-APR	0.00	48.75
1011	90755	08/10/17	1792	HARRIS & ASSOC. INC.	21355005550	1715.15 PROF SVC-JUN	0.00	3,865.79
1011	90755	08/10/17	1792	HARRIS & ASSOC. INC.	21355005550	1714.08 101/DAHL EIR	0.00	19,775.00
	TOTAL CHECK						0.00	23,689.54
1011	90756	08/10/17	4166	HOGAN LAW APC	00150005250	GENERAL LEGAL-JUN	0.00	2,925.00
1011	90757	08/10/17	5312	HONG CAI	001	RFND: CXL FCCC 12/23	0.00	936.90
1011	90758	08/10/17	11	ICMA RETIREMENT TRUST-45	001	ICMA PD 08/11/17	0.00	8,607.61
1011	90759	08/10/17	3859	ICMA RETIREMENT TRUST-RH	001	ICMA PD 08/11/17	0.00	2,022.05
1011	90760	08/10/17	5098	JOSE GARCIA	00165006560	MILEAGE-7/29-7/30	0.00	35.31
1011	90760	08/10/17	5098	JOSE GARCIA	00165006570	MILEAGE-7/29-7/30	0.00	35.31
	TOTAL CHECK						0.00	70.62
1011	90761	08/10/17	5119	MILES KENNEY	25055005570	MOVIE NIGHT-MUSIC	0.00	300.00
1011	90762	08/10/17	1130	MCDUGAL LOVE ECKIS SMIT	65278007810	SA PROF SVC PE 06/30	0.00	68.00
1011	90762	08/10/17	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	PROF SRRV PE 06/30/17	0.00	2.50
1011	90762	08/10/17	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	PROF SRRV PE 06/30/17	0.00	136.00



CITY OF SOLANA BEACH, CA  
CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck\_date between '20170805 00:00:00.000' and '20170825 00:00:00.000'  
ACCOUNTING PERIOD: 2/18

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	90776	08/10/17	12	UNITED WAY OF SAN DIEGO	001	UNITED WY PD 08/11/17	0.00	70.00
1011	90777	08/17/17	5137	ABLE PATROL & GUARD, INC	00170007110	FCCC SECURITY-JUL	0.00	325.00
1011	90778	08/17/17	4979	ACTON MOBILE	25560006180	JG RENT 09/04/17	0.00	319.11
1011	90779	08/17/17	5317	AGIT GLOBAL NORTH AMERIC	25560006180	16 JG BODY BOARD	0.00	413.59
1011	90779	08/17/17	5317	AGIT GLOBAL NORTH AMERIC	25560006180	5 JG SURF BOARDS	0.00	1,019.70
	TOTAL CHECK						0.00	1,433.29
1011	90780	08/17/17	1122	APPLE ONE, INC	00150005150	TEMP HELP PE 07/29	0.00	969.84
1011	90780	08/17/17	1122	APPLE ONE, INC	00150005150	TEMP HELP PE 07/22/17	0.00	1,185.36
	TOTAL CHECK						0.00	2,155.20
1011	90781	08/17/17	3178	ARJIS	00160006110	FY17/18 ARJIS FEE	0.00	9,054.00
1011	90782	08/17/17	4832	AT&T CALNET 3	00165006540	9391012279 06/24-7/23	0.00	41.68
1011	90782	08/17/17	4832	AT&T CALNET 3	00160006170	9391053651 06/25-7/24	0.00	224.26
	TOTAL CHECK						0.00	265.94
1011	90783	08/17/17	4832	AT&T CALNET 3	00150005450	9391012282 06/24-7/23	0.00	17.14
1011	90784	08/17/17	4832	AT&T CALNET 3	00150005450	9391012278 06/24-7/23	0.00	2,215.88
1011	90785	08/17/17	4832	AT&T CALNET 3	50900007700	9391012277 06/24-7/23	0.00	12.49
1011	90786	08/17/17	4832	AT&T CALNET 3	00160006150	9391012275 06/24-7/23	0.00	164.24
1011	90787	08/17/17	4832	AT&T CALNET 3	00150005450	9391053641 06/24-7/23	0.00	164.24
1011	90788	08/17/17	5316	BANNER BANK	228	2016-09-RENTIN ESCROW	0.00	1,938.70
1011	90788	08/17/17	5316	BANNER BANK	220	2016-09-RENTIN ESCROW	0.00	16,085.64
1011	90788	08/17/17	5316	BANNER BANK	459	2016-09-RENTIN ESCROW	0.00	16,584.95
	TOTAL CHECK						0.00	34,609.29
1011	90789	08/17/17	5174	MEGAN BAVIN	001	REISSUE PR CK#47792	0.00	1,399.93
1011	90790	08/17/17	3405	BOY SCOUT TROOP #782	00170007110	FAM CAMP-DINNER 8/5	0.00	150.00
1011	90791	08/17/17	3480	BUSINESS PRINTING COMPAN	00160006120	BUS CARD-R. FORD	0.00	108.47
1011	90791	08/17/17	3480	BUSINESS PRINTING COMPAN	00150005350	WINDOW ENVELOPES	0.00	135.72
	TOTAL CHECK						0.00	244.19
1011	90792	08/17/17	101	CAMEO PAPER & JANITORIAL	00160006170	TOWELS	0.00	111.57
1011	90793	08/17/17	4602	SAM CASTELLANO	25055005570	CNCRT SOUND-7/6-8/24	0.00	2,720.00
1011	90794	08/17/17	1561	CDW GOVERNMENT INC	00150005450	DRIVE MOUNT BRACKET	0.00	24.71
1011	90794	08/17/17	1561	CDW GOVERNMENT INC	00150005450	PC HARD DRIVE	0.00	64.48
1011	90794	08/17/17	1561	CDW GOVERNMENT INC	00150005450	PRINTER TONER	0.00	80.60
1011	90794	08/17/17	1561	CDW GOVERNMENT INC	00150005450	TONER	0.00	275.13
1011	90794	08/17/17	1561	CDW GOVERNMENT INC	00150005450	SERVER MAINTENANCE	0.00	484.00

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FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	90794	08/17/17	1561	CDW GOVERNMENT INC	001500005450	PROJECTOR LAMP	0.00	600.80
1011	90794	08/17/17	1561	CDW GOVERNMENT INC	135500005450	KVM FRAY	0.00	1,189.63
	TOTAL CHECK						0.00	2,719.35
1011	90795	08/17/17	310	CITY OF ENCINITAS	001600006120	FIRE MGMT FY17 Q3&Q4	0.00	123,043.00
1011	90795	08/17/17	310	CITY OF ENCINITAS	001600006120	FIRE OT FY17 Q3&Q4	0.00	9,872.11
	TOTAL CHECK						0.00	132,915.11
1011	90796	08/17/17	2631	CLEAN STREET	001650006550	STREET SWP-JUL	0.00	3,173.00
1011	90797	08/17/17	1491	COASTAL FRONTIERS INC	45099266190	9926 SHLN MNT TSK#4	0.00	956.00
1011	90798	08/17/17	693	CODE PUBLISHING COMPANY	001500005150	MUNI CODE UPDATE-7/28	0.00	137.50
1011	90799	08/17/17	3967	COREY ANDREWS	001550005550	MILEAGE-7/13-5/16/17	0.00	33.46
1011	90800	08/17/17	467	COUNTY OF SAN DIEGO	001500005100	FY17/18 LAFCO COSTS	0.00	7,157.77
1011	90801	08/17/17	91	COUNTY OF SAN DIEGO	001600006130	Q1 ANIMAL CNTRL SVC	0.00	20,695.75
1011	90802	08/17/17	55	COUNTY OF SAN DIEGO	50900007700	RECORDED DOCUMENTS	0.00	125.00
1011	90803	08/17/17	127	COX COMMUNICATIONS INC	001500005450	TV BRDCAST 07/10-8/09	0.00	1,160.75
1011	90803	08/17/17	127	COX COMMUNICATIONS INC	001500005450	CTYINPRNT 07/19-08/18	0.00	529.89
	TOTAL CHECK						0.00	1,690.64
1011	90804	08/17/17	2165	CULLIGAN OF SAN DIEGO	001600006170	DRNKG WTR SVC-AUG	0.00	38.00
1011	90804	08/17/17	2165	CULLIGAN OF SAN DIEGO	001600006170	DRNKG WTR SVC-JUL	0.00	38.00
1011	90804	08/17/17	2165	CULLIGAN OF SAN DIEGO	001600006170	DRNKG WTR SVC-JUN	0.00	38.00
1011	90804	08/17/17	2165	CULLIGAN OF SAN DIEGO	001600006170	DRNKG WTR SVC-JUN	0.00	-38.00
	TOTAL CHECK						0.00	76.00
1011	90805	08/17/17	739	DEPARTMENT OF JUSTICE	001500005400	FINGERPRINT APPS-JUL	0.00	64.00
1011	90806	08/17/17	5210	COUNTY OF SAN DIEGO	001600006140	PRKNG CITE ADMIN-JUL	0.00	2,154.25
1011	90807	08/17/17	4252	DEWEY PEST CONTROL INC	001650006570	PEST CNTRL-AUG	0.00	175.00
1011	90808	08/17/17	134	DIXIELINE LUMBER CO INC	001650006570	8 KEYS	0.00	15.44
1011	90808	08/17/17	134	DIXIELINE LUMBER CO INC	001650006570	LAWN RAKE/BROOM	0.00	26.16
1011	90808	08/17/17	134	DIXIELINE LUMBER CO INC	001650006570	HANDSHOWER	0.00	32.96
1011	90808	08/17/17	134	DIXIELINE LUMBER CO INC	001650006570	2 FAUCETS/WIWS/CNCTR	0.00	147.67
1011	90808	08/17/17	134	DIXIELINE LUMBER CO INC	001650006570	FLAT WASHERS (2)	0.00	2.89
1011	90808	08/17/17	134	DIXIELINE LUMBER CO INC	001650006570	BAGGED O-RINGS/WSHRS	0.00	2.97
1011	90808	08/17/17	134	DIXIELINE LUMBER CO INC	001650006570	WHITE SPRY PAINT	0.00	5.38
1011	90808	08/17/17	134	DIXIELINE LUMBER CO INC	001650006570	STONE SPRAY	0.00	10.66
1011	90808	08/17/17	134	DIXIELINE LUMBER CO INC	001650006570	WORK GLOVE/HEX NUT	0.00	13.19
	TOTAL CHECK						0.00	257.32
1011	90809	08/17/17	2127	ALLIANT INSURANCE SERVIC 001		Q4 SPEC EVNT INS CERT	0.00	3,048.15
1011	90810	08/17/17	372	EMPLOYMENT DEVELOPMENT D	001500005400	SUI PE 06/30/17	0.00	3,775.00



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FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	DESCRIPTION	SALES TAX	AMOUNT
1011	90811	08/17/17	1487	WILLIAM FEENEY	25560006180	T2483 FUEL REIMBURSE	0.00	43.77
1011	90812	08/17/17	1864	GDI GARAGE DOOR INSTALLA	00165006570	MS-GARAGE DOOR	0.00	1,639.00
1011	90813	08/17/17	3706	HAWTHORNE MACHINERY CO	00160006120	T2471 REPAIR	0.00	1,779.74
1011	90814	08/17/17	1011	HDL-HINDERLITER, DE LLAM	00150005300	FY16/17 CAFR STATS	0.00	645.00
1011	90815	08/17/17	1075	IRON MOUNTAIN	00150005150	RECORDS STRG-JUL	0.00	270.70
1011	90815	08/17/17	1075	IRON MOUNTAIN	00150005150	RECORDS STRG-AUG	0.00	367.27
	TOTAL CHECK						0.00	637.97
1011	90816	08/17/17	2887	LANCE, SOLL & LUNGHARD, L	50900007700	FY17 AUDIT SVC	0.00	4,440.00
1011	90816	08/17/17	2887	LANCE, SOLL & LUNGHARD, L	00150005300	FY17 AUDIT SVC	0.00	7,560.00
	TOTAL CHECK						0.00	12,000.00
1011	90817	08/17/17	5232	LINDA M LOPEZ	00170007110	FAM CAMP-FACE PAINTER	0.00	300.00
1011	90818	08/17/17	5228	TRANSWEST SAN DIEGO, LLC	13565006530	ENG P/U-LIGHTBAR/SWTC	0.00	935.09
1011	90818	08/17/17	5228	TRANSWEST SAN DIEGO, LLC	13565006530	PW P/U-LIGHTBAR/SWTC	0.00	935.09
	TOTAL CHECK						0.00	1,870.18
1011	90819	08/17/17	111	MISSION LINEN & UNIFORM	21100007600	LAUNDRY-PUB WORKS	0.00	1.58
1011	90819	08/17/17	111	MISSION LINEN & UNIFORM	50900007700	LAUNDRY-PUB WORKS	0.00	6.32
1011	90819	08/17/17	111	MISSION LINEN & UNIFORM	00165006520	LAUNDRY-PUB WORKS	0.00	7.10
1011	90819	08/17/17	111	MISSION LINEN & UNIFORM	00165006560	LAUNDRY-PUB WORKS	0.00	7.11
1011	90819	08/17/17	111	MISSION LINEN & UNIFORM	00165006530	LAUNDRY-PUB WORKS	0.00	12.64
1011	90819	08/17/17	111	MISSION LINEN & UNIFORM	21100007600	LAUNDRY-PUB WORKS	0.00	1.56
1011	90819	08/17/17	111	MISSION LINEN & UNIFORM	50900007700	LAUNDRY-PUB WORKS	0.00	6.25
1011	90819	08/17/17	111	MISSION LINEN & UNIFORM	00165006560	LAUNDRY-PUB WORKS	0.00	7.03
1011	90819	08/17/17	111	MISSION LINEN & UNIFORM	00165006520	LAUNDRY-PUB WORKS	0.00	7.04
1011	90819	08/17/17	111	MISSION LINEN & UNIFORM	00165006530	LAUNDRY-PUB WORKS	0.00	12.50
	TOTAL CHECK						0.00	69.13
1011	90820	08/17/17	3357	MOHAMMAD SAMMAK	00165006510	CITY ENG LUNCHEON-AUG	0.00	18.40
1011	90821	08/17/17	66	NORTH COUNTY DISPATCH (J	00160006120	FY18 DISPATCH SVC Q1	0.00	32,128.17
1011	90822	08/17/17	5252	NOSSAMAN LLP	00150005250	17-224/PROF SVC-MAY	0.00	1,917.47
1011	90822	08/17/17	5252	NOSSAMAN LLP	00150005250	17-224/PROF SVC-APR	0.00	1,228.50
1011	90822	08/17/17	5252	NOSSAMAN LLP	00150005250	17-224/PROF SVC-JUN	0.00	3,749.50
1011	90822	08/17/17	5252	NOSSAMAN LLP	00150005250	PROF SVC PE 05/31	0.00	-1,917.47
1011	90822	08/17/17	5252	NOSSAMAN LLP	00150005250	PROF SVC PE 04/30	0.00	-1,228.50
	TOTAL CHECK						0.00	3,749.50
1011	90823	08/17/17	5146	REGINA OCHOA	00155005550	MILEAGE-10/6-5/16/17	0.00	44.98
1011	90824	08/17/17	50	OFFICE DEPOT INC	00150005350	PAPER	0.00	477.96
1011	90824	08/17/17	50	OFFICE DEPOT INC	00155005560	FILE POCKETS	0.00	430.89
1011	90824	08/17/17	50	OFFICE DEPOT INC	00160006140	PAPER	0.00	16.69
1011	90824	08/17/17	50	OFFICE DEPOT INC	00155005560	RUBBER BANDS	0.00	3.20

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

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	90824	08/17/17	50	OFFICE DEPOT INC	001550005550	STAPLES REMOVERS (3)	0.00	3.43
1011	90824	08/17/17	50	OFFICE DEPOT INC	001550005560	BINDER	0.00	6.65
1011	90824	08/17/17	50	OFFICE DEPOT INC	001550005560	RUBBER BANDS	0.00	8.61
1011	90824	08/17/17	50	OFFICE DEPOT INC	001550005550	RULER	0.00	2.25
	TOTAL CHECK						0.00	949.68
1011	90825	08/17/17	1008	PSC, LLC	001650006520	HHW-JUL	0.00	933.10
1011	90826	08/17/17	619	PURE FLO - CMGR #24581 (	001500005350	DRINK WATER-MAY	0.00	147.47
1011	90826	08/17/17	619	PURE FLO - CMGR #24581 (	001500005350	DRINK WATER-JUN	0.00	162.72
	TOTAL CHECK						0.00	310.19
1011	90827	08/17/17	3307	PURE FLO WATER-IC	001700007110	DRINK WATER-JUL	0.00	21.19
1011	90828	08/17/17	129	RANCHO ENVIRONMENTAL SVC	001650006560	TREE TRIM-LCP	0.00	650.00
1011	90829	08/17/17	1112	RANCHO SANTA FE SECURITY	001650006560	RESTRM LCK/UNLCK-JUL	0.00	515.00
1011	90829	08/17/17	1112	RANCHO SANTA FE SECURITY	001650006560	ALARM MONITORING-JUL	0.00	174.50
	TOTAL CHECK						0.00	689.50
1011	90830	08/17/17	416	REGIONAL COMMS SYS, MS 0	001600006120	CAP CODE-JUL	0.00	32.50
1011	90831	08/17/17	86	SAN ELIJO HILLS II HOA	20775007550	LANDSCAPE MAINT-JUL	0.00	6,550.00
1011	90832	08/17/17	88	SANTA FE HILLS HOA	20475007520	LANDSCAPE MAINT-JUL	0.00	12,250.00
1011	90833	08/17/17	141	SANTA FE IRRIGATION DIST	509000007700	MTR#18473 03/02-03/31	0.00	463.32
1011	90833	08/17/17	141	SANTA FE IRRIGATION DIST	509000007700	MTR#18473 03/02-03/31	0.00	-463.32
1011	90833	08/17/17	141	SANTA FE IRRIGATION DIST	001650006520	MTR#18473 06/02-06/30	0.00	160.82
1011	90833	08/17/17	141	SANTA FE IRRIGATION DIST	509000007700	MTR#18473 06/02-06/30	0.00	482.46
1011	90833	08/17/17	141	SANTA FE IRRIGATION DIST	001650006560	GRP#1-10 05/02-06/30	0.00	2,836.63
1011	90833	08/17/17	141	SANTA FE IRRIGATION DIST	001650006570	GRP#1-10 05/02-06/30	0.00	369.44
1011	90833	08/17/17	141	SANTA FE IRRIGATION DIST	208750007580	GRP#1-10 05/02-06/30	0.00	4,459.79
1011	90833	08/17/17	141	SANTA FE IRRIGATION DIST	001650006560	GRP#06-03 06/02-06/30	0.00	1,519.04
1011	90833	08/17/17	141	SANTA FE IRRIGATION DIST	204750007520	GRP 6-01 06/02-06/30	0.00	6,470.93
	TOTAL CHECK						0.00	16,299.11
1011	90834	08/17/17	3909	SECTRAM SECURITY INC	120500005460	COURIER SVC-JUL	0.00	106.00
1011	90834	08/17/17	3909	SECTRAM SECURITY INC	120500005460	COURIER SVC FUEL-JUL	0.00	7.42
	TOTAL CHECK						0.00	113.42
1011	90835	08/17/17	4281	SIEMENS INDUSTRY, INC	001650006540	LSF/101-LED SIGN PWR	0.00	800.00
1011	90835	08/17/17	4281	SIEMENS INDUSTRY, INC	001650006540	TRAFFIC SGNL MNT-JUL	0.00	993.92
1011	90835	08/17/17	4281	SIEMENS INDUSTRY, INC	001650006540	TRAFFIC CALL OUT-JUL	0.00	583.25
1011	90835	08/17/17	4281	SIEMENS INDUSTRY, INC	211000007600	ST LIGHT REPLCMT 07/20	0.00	447.86
	TOTAL CHECK						0.00	2,825.03
1011	90836	08/17/17	1231	STAPLES CONTRACT & COMME	001650006520	2 DIGITAL CAMERAS	0.00	284.44
1011	90836	08/17/17	1231	STAPLES CONTRACT & COMME	001550005550	TONER	0.00	205.88
1011	90836	08/17/17	1231	STAPLES CONTRACT & COMME	001650006510	2 FLASH DRIVES	0.00	96.09
1011	90836	08/17/17	1231	STAPLES CONTRACT & COMME	001650006510	PENS/FILDRS/EASTENRS	0.00	218.10
1011	90836	08/17/17	1231	STAPLES CONTRACT & COMME	001650006520	MANILLA FOLDERS	0.00	29.08

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FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK								
1011	90837	08/17/17	1978	THE STATE CHEMICAL MFG C	00160006120	STA-ZORB HAZMAT CLNUP	0.00	833.59
1011	90838	08/17/17	3066	SUMMIT ENVIRONMENTAL GRO	21355005550	1714.20/959 GENEVIEVE	0.00	3,250.00
1011	90839	08/17/17	5258	SUPERION LLC	13555005550	TRAKIT COMP SOFTWARE	0.00	3,500.00
1011	90839	08/17/17	5258	SUPERION LLC	13555005550	TRAKIT COMP SOFTWARE	0.00	178,480.00
1011	90839	08/17/17	5258	SUPERION LLC	00155005550	FY18 TRAKIT MAINT FEE	0.00	29,327.00
1011	90839	08/17/17	5258	SUPERION LLC	00155005550	FY18 TRAKIT MYCOM APP	0.00	7,000.00
TOTAL CHECK							0.00	218,307.00
1011	90840	08/17/17	4606	T & T JANITORIAL, INC	00165006570	JANITORIAL SVC-JUL	0.00	3,975.00
1011	90841	08/17/17	4534	TRAFFIC SUPPLY, INC	00165006540	NW QUAD REPLCMNT SIGN	0.00	2,332.40
1011	90841	08/17/17	4534	TRAFFIC SUPPLY, INC	00165006540	EXTRDED BLD CAP/CROSS	0.00	201.45
TOTAL CHECK							0.00	2,533.85
1011	90842	08/17/17	1667	TRANSAMERICAN MAILING &	50900007700	2017 CNTY TAX PREP	0.00	242.44
1011	90843	08/17/17	40	UNDERGROUND SVC ALERT OF	00165006510	DIG ALERT-JUL	0.00	104.05
1011	90844	08/17/17	1458	THE UNIFORM SPECIALIST	00160006170	UNIFORMS-SR LFEGUARDS	0.00	742.32
1011	90844	08/17/17	1458	THE UNIFORM SPECIALIST	00160006120	BOOTS-KONZEN	0.00	378.86
TOTAL CHECK							0.00	1,121.18
1011	90845	08/17/17	1414	UNION BANK OF CALIFORNIA	50900007700	2017 SEJPA INT 9/1	0.00	68,961.98
1011	90846	08/17/17	2097	UT SAN DIEGO - NRTH COUN	00155005550	PUB HRNG-1715.13 CUP	0.00	140.73
1011	90846	08/17/17	2097	UT SAN DIEGO - NRTH COUN	00155005550	PUB HRNG-1716.41 DRP	0.00	176.49
1011	90846	08/17/17	2097	UT SAN DIEGO - NRTH COUN	00155005550	PUB HRNG-1716.05 DRP	0.00	181.20
TOTAL CHECK							0.00	498.42
1011	90847	08/17/17	30	VERIZON WIRELESS-SD	00165006520	PW CELL 07/02-08/01	0.00	5.99
1011	90847	08/17/17	30	VERIZON WIRELESS-SD	21100007600	PW CELL 07/02-08/01	0.00	5.99
1011	90847	08/17/17	30	VERIZON WIRELESS-SD	50900007700	PW CELL 07/02-08/01	0.00	5.99
1011	90847	08/17/17	30	VERIZON WIRELESS-SD	00165006540	PW CELL 07/02-08/01	0.00	11.99
1011	90847	08/17/17	30	VERIZON WIRELESS-SD	00165006560	PW CELL 07/02-08/01	0.00	11.99
1011	90847	08/17/17	30	VERIZON WIRELESS-SD	00165006510	PW CELL 07/02-08/01	0.00	12.00
1011	90847	08/17/17	30	VERIZON WIRELESS-SD	00165006530	PW CELL 07/02-08/01	0.00	17.99
TOTAL CHECK							0.00	71.94
1011	90848	08/17/17	2823	WELLS FARGO BANK	67385008530	ADMIN FEE 7/17-7/18	0.00	450.00
1011	90849	08/24/17	4706	24 HOUR ELEVATOR, INC	00165006570	ELVTR MAINT-AUG	0.00	157.48
1011	90850	08/24/17	4711	ABEL PEREZ	00165006560	MILEAGE 08/13	0.00	6.42
1011	90851	08/24/17	1122	APPLE ONE, INC	00150005150	TEMP HELP PE 08/05	0.00	484.92
1011	90851	08/24/17	1122	APPLE ONE, INC	00150005150	TEMP HELP PE 08/05	0.00	700.44
TOTAL CHECK							0.00	1,185.36

PENTAMATION  
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 TIME: 17:51:23

CITY OF SOLANA BEACH, CA  
 CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck\_date between '20170805 00:00:00.000' and '20170825 00:00:00.000'  
 ACCOUNTING PERIOD: 2/18

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	DESCRIPTION	SALES TAX	AMOUNT
1011	90852	08/24/17	5226	ASHLEY SAMMIS	25055005570	MOVIE NIGHT SUPPLIES	0.00	29.92
1011	90853	08/24/17	4832	AT&T CALNET 3	001600006120	9391012280 06/24-7/23	0.00	330.06
1011	90854	08/24/17	5319	BRYANT JEMISON	001600006140	JEMSN-MODULE ONE-7/17	0.00	738.52
1011	90854	08/24/17	5319	BRYANT JEMISON	001600006140	JEMISN-ARRST LAW-7/10	0.00	831.95
TOTAL	CHECK						0.00	1,570.47
1011	90859	08/24/17	1914	US BANK	001500005400	STAR AWARD	0.00	55.45
1011	90859	08/24/17	1914	US BANK	25570007110	DODGEBALLS-DAY CAMP	0.00	60.33
1011	90859	08/24/17	1914	US BANK	25570007110	DAY CAMP-CRAFT SUPPLY	0.00	75.85
1011	90859	08/24/17	1914	US BANK	001600006170	DRY ERS/BNDERS/TABS	0.00	77.62
1011	90859	08/24/17	1914	US BANK	001600006170	JET SKI COVER	0.00	84.64
1011	90859	08/24/17	1914	US BANK	001500005400	RECORD FOLDER	0.00	101.13
1011	90859	08/24/17	1914	US BANK	001600006170	3 MEGAPHONES	0.00	170.70
1011	90859	08/24/17	1914	US BANK	001600006120	SCBA LABELS	0.00	180.48
1011	90859	08/24/17	1914	US BANK	001600006170	2 DIRECTOR CHAIRS	0.00	193.84
1011	90859	08/24/17	1914	US BANK	001650006570	FAUCET-FCCC	0.00	201.71
1011	90859	08/24/17	1914	US BANK	25570007110	DAY CAMP SUPPLIES	0.00	206.01
1011	90859	08/24/17	1914	US BANK	001600006170	BINOCULARS	0.00	397.60
1011	90859	08/24/17	1914	US BANK	001500005150	STORAGE CABINET	0.00	421.41
1011	90859	08/24/17	1914	US BANK	001500005300	GFOA CAPR AWARD-FY17	0.00	435.00
1011	90859	08/24/17	1914	US BANK	001	EDSON-HOTEL--6/27	0.00	646.24
1011	90859	08/24/17	1914	US BANK	001600006120	HEADLIGHTS-2471	0.00	734.92
1011	90859	08/24/17	1914	US BANK	001600006120	HEADLIGHTS-2431	0.00	1,034.28
1011	90859	08/24/17	1914	US BANK	001	CR-SWIM FLAGS	0.00	-486.74
1011	90859	08/24/17	1914	US BANK	001	KERR-ORLANDO-8/26	0.00	1.64
1011	90859	08/24/17	1914	US BANK	001650006530	PWI WATER	0.00	6.84
1011	90859	08/24/17	1914	US BANK	001500005450	HOSTING DOMAINS-JUL	0.00	9.95
1011	90859	08/24/17	1914	US BANK	001600006170	FIRST AID SUPPLIES	0.00	10.01
1011	90859	08/24/17	1914	US BANK	001500005200	KEURIG DESCALER	0.00	13.99
1011	90859	08/24/17	1914	US BANK	001500005250	CLOSED SESSION-7/12	0.00	14.25
1011	90859	08/24/17	1914	US BANK	001500005100	CEQA WKSPP-EDSON-7/15	0.00	14.50
1011	90859	08/24/17	1914	US BANK	001650006510	AFWA LNCH-7/13-GLDBRG	0.00	15.00
1011	90859	08/24/17	1914	US BANK	255600006180	PENS-JG TOWER	0.00	15.07
1011	90859	08/24/17	1914	US BANK	001600006170	QUICK LINKS	0.00	19.37
1011	90859	08/24/17	1914	US BANK	001650006530	AFWA-TRN/EQUIPMT SHOW	0.00	20.00
1011	90859	08/24/17	1914	US BANK	001500005150	TABS	0.00	27.28
1011	90859	08/24/17	1914	US BANK	001600006170	TRE PRSS GGE/CLIP/CBL	0.00	31.74
1011	90859	08/24/17	1914	US BANK	001650006510	ENG LNCH-7/12-MO/DAN	0.00	33.60
1011	90859	08/24/17	1914	US BANK	001500005150	CUPS/LIDS/STRAWS	0.00	37.85
1011	90859	08/24/17	1914	US BANK	001600006170	BATTERIES	0.00	41.96
1011	90859	08/24/17	1914	US BANK	001500005150	DIVIDERS	0.00	43.08
1011	90859	08/24/17	1914	US BANK	001500005450	CONSTANT CONTACT-JUL	0.00	45.00
1011	90859	08/24/17	1914	US BANK	001500005150	TABS/PENS	0.00	54.89
1011	90859	08/24/17	1914	US BANK	001500005150	FLOOR FAN	0.00	55.94
1011	90859	08/24/17	1914	US BANK	50900007700	FORD LCT REPAIR	0.00	56.00
1011	90859	08/24/17	1914	US BANK	255600006180	AWARDS-JG BANQUET	0.00	61.42
1011	90859	08/24/17	1914	US BANK	001500005150	PENS/PAPER/TABS	0.00	63.40
1011	90859	08/24/17	1914	US BANK	001500005150	EXTENSION CORD/LABELS	0.00	64.52
1011	90859	08/24/17	1914	US BANK	001500005450	DELL UPGRADE	0.00	71.09

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FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	DESCRIPTION	SALES TAX	AMOUNT
1011	90859	08/24/17	1914	US BANK	001	KERR-ORLANDO-8/26	0.00	83.98
1011	90859	08/24/17	1914	US BANK	25570007110	DAY CAMP SUPPLIES	0.00	86.91
1011	90859	08/24/17	1914	US BANK	00160006170	HOTSCHEDULES--JUL	0.00	90.00
1011	90859	08/24/17	1914	US BANK	00150005150	FLOOR FAN	0.00	91.58
1011	90859	08/24/17	1914	US BANK	25560006180	FOOD-JG COMP	0.00	93.94
1011	90859	08/24/17	1914	US BANK	00150005100	CLOSED SESSION-7/12	0.00	103.43
1011	90859	08/24/17	1914	US BANK	00160006170	SINK/VALVE/LINE	0.00	107.11
1011	90859	08/24/17	1914	US BANK	25560006180	PARKING-7/10 FLD TRP	0.00	115.99
1011	90859	08/24/17	1914	US BANK	001	KERR-ORLANDO-8/26	0.00	120.20
1011	90859	08/24/17	1914	US BANK	00150005150	BINDERS	0.00	131.39
1011	90859	08/24/17	1914	US BANK	00160006170	UMBRELLA AND BASE	0.00	135.74
1011	90859	08/24/17	1914	US BANK	00165006530	F250 TIRES	0.00	159.15
1011	90859	08/24/17	1914	US BANK	50900007700	F250 TIRES	0.00	159.15
1011	90859	08/24/17	1914	US BANK	00165006560	F250 TIRES	0.00	159.16
1011	90859	08/24/17	1914	US BANK	00160006170	RADIO BAG HELMET	0.00	172.35
1011	90859	08/24/17	1914	US BANK	25560006180	TELS/CHRS-7/11 JG BNQ	0.00	175.00
1011	90859	08/24/17	1914	US BANK	25560006180	AWARDS-JG BANQUET	0.00	181.02
1011	90859	08/24/17	1914	US BANK	25560006180	ICE/DRINKS-JG BANQUET	0.00	188.93
1011	90859	08/24/17	1914	US BANK	00165006540	SPRAY PAINT GUN	0.00	234.41
1011	90859	08/24/17	1914	US BANK	00165006560	F150-TIRES	0.00	314.56
1011	90859	08/24/17	1914	US BANK	50900007700	F150-TIRES	0.00	314.56
1011	90859	08/24/17	1914	US BANK	00165006530	F150-TIRES	0.00	351.97
1011	90859	08/24/17	1914	US BANK	00160006120	TWLS/TSSE/TRASH BAGS	0.00	420.00
1011	90859	08/24/17	1914	US BANK	25570007110	DAYCAMP-ZOO TRIP-7/12	0.00	453.00
1011	90859	08/24/17	1914	US BANK	25050005570	MOVIE NIGHT LIC-8/26	0.00	701.80
1011	90859	08/24/17	1914	US BANK	25570007110	DAYCAMP-WTRPRK-7/19	0.00	790.11
1011	90859	08/24/17	1914	US BANK	00165006560	2 TRASH/RCYCL CANS	0.00	999.89
1011	90859	08/24/17	1914	US BANK	25560006180	12 RESCUE BUOYS	0.00	1,183.68
1011	90859	08/24/17	1914	US BANK	00160006120	F-150 TIRES	0.00	-486.74
1011	90859	08/24/17	1914	US BANK	001	CR-SWIM FLAGS	0.00	-135.00
1011	90859	08/24/17	1914	US BANK	001	RFND-WONG GAAP UPDT	0.00	7.49
1011	90859	08/24/17	1914	US BANK	00150005200	CLOSED SESSION-6/28	0.00	8.79
1011	90859	08/24/17	1914	US BANK	00150005250	CLOSED SESSION-6/28	0.00	8.98
1011	90859	08/24/17	1914	US BANK	00165006530	PWI WATER	0.00	10.63
1011	90859	08/24/17	1914	US BANK	25560006180	HANGERS FOR JG TWR	0.00	14.45
1011	90859	08/24/17	1914	US BANK	00160006170	WASHERS/SCREWS	0.00	14.51
1011	90859	08/24/17	1914	US BANK	25560006180	ICE FOR JG COMP	0.00	14.90
1011	90859	08/24/17	1914	US BANK	00160006170	SWIM FLAGS SHIPPING	0.00	15.00
1011	90859	08/24/17	1914	US BANK	00160006170	HOTSCHEDULES--JUN PRTL	0.00	17.88
1011	90859	08/24/17	1914	US BANK	001	SHOOK-R#FN00022083	0.00	20.46
1011	90859	08/24/17	1914	US BANK	25560006180	TRASH BAGS	0.00	25.77
1011	90859	08/24/17	1914	US BANK	00150005100	COUNCIL WATERS	0.00	28.71
1011	90859	08/24/17	1914	US BANK	00150005100	CLOSED SESSION-6/28	0.00	32.04
1011	90859	08/24/17	1914	US BANK	00160006170	COUPLER/PIN TRAILER	0.00	37.17
1011	90859	08/24/17	1914	US BANK	25570007110	DAY CAMP SUPPLIES	0.00	43.07
1011	90859	08/24/17	1914	US BANK	00160006120	EXTINGUISHER-INP TRUCK	0.00	43.62
1011	90859	08/24/17	1914	US BANK	00160006120	TONER	0.00	44.39
1011	90859	08/24/17	1914	US BANK	25560006180	FABRIC FOR JG FLAGS	0.00	55.25
1011	90859	08/24/17	1914	US BANK	00160006120	HALOGEN FLOOD LIGHT	0.00	13,688.81
TOTAL CHECK								
1011	90860	08/24/17	1561	CDW GOVERNMENT INC	00150005450	DVD DRIVE	0.00	38.91

PENTAMATION  
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FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	DESCRIPTION	SALES TAX	AMOUNT
1011	90860	08/24/17	1561	CDW GOVERNMENT INC	13550005450	8 HARD DRIVES-450GB	0.00	4,508.64
1011	90860	08/24/17	1561	CDW GOVERNMENT INC	13550005450	SALES TAX	0.00	349.42
1011	90860	08/24/17	1561	CDW GOVERNMENT INC	13550005450	8 HARD DRIVES-450GB	0.00	610.21
1011	90860	08/24/17	1561	CDW GOVERNMENT INC	00150005450	BACK SOFTWARE MAINT	0.00	2,217.86
TOTAL CHECK							0.00	7,725.04
1011	90861	08/24/17	5051	CINTAS CORPORATION NO. 2	00165006570	FIRST AID SUPPLIES-PW	0.00	115.77
1011	90862	08/24/17	422	CITY OF SAN DIEGO, CITY	00165006520	WQIP SAN DIEGUITO WMA	0.00	18,885.25
1011	90863	08/24/17	3902	CORODATA RECORDS MANAGEM	00150005150	RECORDS STRG-JUL	0.00	504.14
1011	90864	08/24/17	2098	CULLIGAN OF SAN DIEGO	00160006120	WATER FLTR 08/01-9/30	0.00	85.60
1011	90865	08/24/17	108	DEL MAR BLUE PRINT COMPA	25055005570	MOVIE NGHT PRINTING	0.00	79.66
1011	90866	08/24/17	134	DIXIELINE LUMBER CO INC	00165006570	PUTTY/SWTRCH PLT/SCRPR	0.00	43.18
1011	90866	08/24/17	134	DIXIELINE LUMBER CO INC	00165006570	EXIT LIGHT/SPACKLE	0.00	50.39
1011	90866	08/24/17	134	DIXIELINE LUMBER CO INC	00165006570	SWTRCH BOX/ELEC BOX	0.00	13.44
1011	90866	08/24/17	134	DIXIELINE LUMBER CO INC	00165006570	AIR FRESHENER	0.00	9.29
1011	90866	08/24/17	134	DIXIELINE LUMBER CO INC	00165006570	AIR DEFLECTOR	0.00	2.61
TOTAL CHECK							0.00	118.91
1011	90867	08/24/17	4932	RACHEL FRIEDMAN	250	MOVIE NGHT PETTY CASH	0.00	300.00
1011	90868	08/24/17	11	ICMA RETIREMENT TRUST-45	001	ICMA PD 08/25/17	0.00	8,613.35
1011	90869	08/24/17	3859	ICMA RETIREMENT TRUST-RH	001	ICMA PD 08/25/17	0.00	2,022.05
1011	90870	08/24/17	2235	JEWEL EDSON	001	CTY CNCL WKSP-6/27-30	0.00	-1,446.20
1011	90870	08/24/17	2235	JEWEL EDSON	00150005100	CTY CNCL WKSP-6/27-30	0.00	1,576.70
TOTAL CHECK							0.00	130.50
1011	90871	08/24/17	5277	LUNAR PAINTING	001	9438.07 LCC EXT PAINT	0.00	16,300.00
1011	90872	08/24/17	4738	MEDICAL EYE SERVICES	001	EE# - AUG	0.00	-18.09
1011	90872	08/24/17	4738	MEDICAL EYE SERVICES	00150005400	ROUNDING - AUG	0.00	-0.23
1011	90872	08/24/17	4738	MEDICAL EYE SERVICES	001	EE# - AUG	0.00	20.33
1011	90872	08/24/17	4738	MEDICAL EYE SERVICES	001	VISION AUG	0.00	452.45
TOTAL CHECK							0.00	454.46
1011	90873	08/24/17	5219	JERUSALEM CONSTRUCTION,	001	CLN CONCRETE RET	0.00	-922.60
1011	90873	08/24/17	5219	JERUSALEM CONSTRUCTION,	00165006530	CLN RE-SEAL CONCRETE	0.00	17,529.40
1011	90873	08/24/17	5219	JERUSALEM CONSTRUCTION,	00165006530	CLN CONCRETE RETNTN	0.00	922.60
TOTAL CHECK							0.00	17,529.40
1011	90874	08/24/17	111	MISSION LINEN & UNIFORM	21100007600	LAUNDRY-PUB WORKS	0.00	1.61
1011	90874	08/24/17	111	MISSION LINEN & UNIFORM	50900007700	LAUNDRY-PUB WORKS	0.00	6.45
1011	90874	08/24/17	111	MISSION LINEN & UNIFORM	00165006560	LAUNDRY-PUB WORKS	0.00	7.26
1011	90874	08/24/17	111	MISSION LINEN & UNIFORM	00165006520	LAUNDRY-PUB WORKS	0.00	7.27
1011	90874	08/24/17	111	MISSION LINEN & UNIFORM	00165006530	LAUNDRY-PUB WORKS	0.00	12.91
TOTAL CHECK							0.00	35.50

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FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	90875	08/24/17	4522	NISSHO OF CALIFORNIA	00165006530	STREET LNDSCP SVC-JUL	0.00	1,170.89
1011	90875	08/24/17	4522	NISSHO OF CALIFORNIA	00165006560	PRKS LNDSCP SVC-JUL	0.00	9,285.80
1011	90875	08/24/17	4522	NISSHO OF CALIFORNIA	00165006570	PUBFAC LNDSCP SVC-JUL	0.00	1,651.12
1011	90875	08/24/17	4522	NISSHO OF CALIFORNIA	20375007510	MID#33 LNDSCP SVC-JUL	0.00	3,546.83
1011	90875	08/24/17	4522	NISSHO OF CALIFORNIA	20875007590	CRT LNDSCP SVC-JUL	0.00	2,341.85
TOTAL CHECK							0.00	17,996.49
1011	90876	08/24/17	4908	NOAH WILLIAMS PHOTOGRAPH	25560006180	JRLG PROMO DVD 2A&2P	0.00	1,000.00
1011	90877	08/24/17	50	OFFICE DEPOT INC	00150005350	PENS/ENV/FILE FLDRS/PL	0.00	80.72
1011	90877	08/24/17	50	OFFICE DEPOT INC	00150005200	PENS/AIR DUSTER	0.00	56.31
1011	90877	08/24/17	50	OFFICE DEPOT INC	00150005350	CR: ENV/FILE FLDRS	0.00	-12.98
1011	90877	08/24/17	50	OFFICE DEPOT INC	00150005350	HAND SOAP	0.00	6.24
1011	90877	08/24/17	50	OFFICE DEPOT INC	00150005350	PENS	0.00	14.61
1011	90877	08/24/17	50	OFFICE DEPOT INC	00150005200	INDEX TABS (3)	0.00	36.84
TOTAL CHECK							0.00	181.74
1011	90878	08/24/17	1377	ONE DAY SIGNS	25055005570	MOVIE NIGHT BANNERS-3	0.00	625.60
1011	90879	08/24/17	1953	PALOMAR COLLEGE	00160006120	NRTH CNTY FF TSTING	0.00	3,000.00
1011	90880	08/24/17	4767	PARTNERSHIPS WITH INDUST	00165006570	TRASH ABTMT PE07/15	0.00	1,038.18
1011	90880	08/24/17	4767	PARTNERSHIPS WITH INDUST	00165006570	TRASH ABTMT PE07/31	0.00	1,381.20
TOTAL CHECK							0.00	2,419.38
1011	90881	08/24/17	4853	PINPOINT PEST CONTROL CO	00165006530	BEE RMVL-251 LA BARRA	0.00	185.00
1011	90882	08/24/17	1087	PREFERRED BENEFIT INS AD 001		EE# COBRA AUG 17	0.00	46.80
1011	90882	08/24/17	1087	PREFERRED BENEFIT INS AD 001		EE# COBRA AUG 17	0.00	84.00
1011	90882	08/24/17	1087	PREFERRED BENEFIT INS AD 001	00150005400	ROUNDING AUGUST 17	0.00	-0.07
1011	90882	08/24/17	1087	PREFERRED BENEFIT INS AD 001		DENTAL AUGUST 17	0.00	2,912.36
1011	90882	08/24/17	1087	PREFERRED BENEFIT INS AD 001		EE# COBRA AUG 17	0.00	46.80
TOTAL CHECK							0.00	3,089.89
1011	90883	08/24/17	5318	ROBERT SULLIVAN	25055005570	CONCERTS-8/24/17	0.00	200.00
1011	90884	08/24/17	141	SANTA FE IRRIGATION DIST	00165006560	GRP#3-12 03/16-05/15	0.00	-129.83
1011	90884	08/24/17	141	SANTA FE IRRIGATION DIST	00165006560	GRP#3-12 03/16-05/15	0.00	-129.83
1011	90884	08/24/17	141	SANTA FE IRRIGATION DIST	00165006560	GRP#3-12 03/16-05/15	0.00	259.66
1011	90884	08/24/17	141	SANTA FE IRRIGATION DIST	00165006560	M#61832951 06/02-8/01	0.00	703.01
TOTAL CHECK							0.00	703.01
1011	90885	08/24/17	153	SHELL FLEET MANAGEMENT	00160006120	AUTO FUEL-JUL	0.00	1,222.18
1011	90885	08/24/17	153	SHELL FLEET MANAGEMENT	00160006120	CR EXEMPT TAX-JUL	0.00	-111.80
TOTAL CHECK							0.00	1,110.38
1011	90886	08/24/17	13	SOLANA BEACH FIREFIGHTER 001		FD PD 08/25/17	0.00	823.50
1011	90887	08/24/17	4606	T & T JANITORIAL, INC	00170007110	FCCC-07/16 & 07/22	0.00	140.00
1011	90888	08/24/17	4534	TRAFFIC SUPPLY, INC	00165006540	BARRICADES/NO PARKING	0.00	291.40

CITY OF SOLANA BEACH, CA  
CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.ck\_date between '20170805 00:00:00.000' and '20170825 00:00:00.000'  
ACCOUNTING PERIOD: 2/18

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	DESCRIPTION	SALES TAX	AMOUNT
1011	90889	08/24/17	51	TRAUMA INTERVENTION PROG	00160006120	FY18 24HR VOLNTR SVC	0.00	2,018.00
1011	90890	08/24/17	1674	SIMPLEXGRINNELL	00160006120	FIRE EXTNGSHR INSPC	0.00	444.79
1011	90891	08/24/17	1414	UNION BANK OF CALIFORNIA	509	LESS REV FND BAL 9/1	0.00	-58.67
1011	90891	08/24/17	1414	UNION BANK OF CALIFORNIA	50900007700	2011 SEJPA INT 9/1	0.00	31,132.91
	TOTAL CHECK						0.00	31,074.24
1011	90892	08/24/17	12	UNITED WAY OF SAN DIEGO	001	UNITED WY PD 08/25/17	0.00	70.00
1011	90893	08/24/17	2097	UT SAN DIEGO - NRTH COUN	45999176510	9917-BID# 2017-09	0.00	660.96
1011	90894	08/24/17	30	VERIZON WIRELESS-SD	00150005450	IT CELL 06/24-07/23	0.00	114.03
1011	90895	08/24/17	4503	WESS TRANSPORTATION SERV	25570007110	DAY CAMP-08/02	0.00	385.73
1011	90762RB	08/10/17	1130	MCDUGAL LOVE ECKIS SMIT	12050005460	CLM.1704 PE 06/30/17	0.00	595.00
1011	90762RV	08/10/17	1130	MCDUGAL LOVE ECKIS SMIT	12050005460	CLM.1704 PE 06/30/17	0.00	-595.00
	TOTAL CASH ACCOUNT						0.00	1,002,681.54
	TOTAL FUND						0.00	1,002,681.54
	TOTAL REPORT						0.00	1,002,681.54





# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** September 12, 2017  
**ORIGINATING DEPT:** Finance  
**SUBJECT:** Report on Changes Made to the General Fund Adopted Budget for Fiscal Year 2017-2018

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**BACKGROUND:**

Staff provides a report at each Council meeting that lists changes made to the current Fiscal Year (FY) General Fund Adopted Budget.

The information provided in this Staff Report lists the changes made through August 23, 2017.

**DISCUSSION:**

The following table reports the revenue, expenditures, and transfers for 1) the Adopted General Fund Budget approved by Council on June 14, 2017 (Resolution 2017-095) and 2) any resolutions passed by Council that amended the Adopted General Fund Budget.

GENERAL FUND - ADOPTED BUDGET PLUS CHANGES					
As of August 23, 2017					
Action	Description	Revenues	Expenditures	Transfers from GF	Net Surplus
Reso 2017-195	Adopted Budget	17,611,600	(16,932,700)	(372,400) (1)	\$ 306,500
Reso 2017-122	Marine Safety MOU	-	(11,340)	-	295,160
Reso 2017-123	Salary and Comp Plan	-	(75,500)	-	219,660
Reso 2017-126	Miscellaneous MOU	-	(53,600)	-	166,060
(1) Transfers to:					
	Debt Service for Public Facilities		152,400		
	City CIP Fund		220,000	372,400	

**CEQA COMPLIANCE STATEMENT:**

Not a project as defined by CEQA

**COUNCIL ACTION:**

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**FISCAL IMPACT:**

N/A

**WORK PLAN:**

N/A

**OPTIONS:**

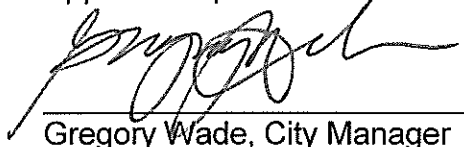
- Receive the report.
- Do not accept the report

**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council receive the report listing changes made to the FY 2017-2018 General Fund Adopted Budget.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation



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Gregory Wade, City Manager



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** September 12, 2017  
**ORIGINATING DEPT:** Engineering Department  
**SUBJECT:** **Consideration of Resolution No. 2017-023 Approving the Street Repair List and Award 2017 Street Maintenance & Repair Project**

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## **BACKGROUND:**

In 2016, a City consultant performed a citywide pavement assessment to determine the most effective way to budget, repair, replace and preserve City street pavement. Based upon this survey, the consultant prepared a priority list for the City's pavement repairs and maintenance in the City. This list was used to select street segments for this year's street maintenance and repair program.

This item is before the City Council to consider adopting Resolution 2017-023 (Attachment 1) presenting the list of streets scheduled to be overlaid with asphalt concrete, request approval of the list, and request authorization to award a construction contract for the 2017 Street Maintenance & Repair Project.

## **DISCUSSION:**

The proposed pavement maintenance this year is focused on pavement overlays for the streets listed in Attachment 2. The Project would also include localized pavement dig-out replacements and pothole repairs throughout the City. Pavement striping and markings would also be performed, both on those streets that would be overlaid as well as other areas of town that would benefit from refreshing existing or additional striping.

The 2017 Street Maintenance & Repair Project, Bid No. 2017-08, was prepared and advertised for construction bids. The bid documents list the streets in Attachment 2 to be overlaid; however, the bid is based on square footage of proposed overlay and unit prices. The street list may be adjusted if directed by the City Council.

On August 24, 2017, twelve bids were received and publicly opened by the City Clerk. The bids are listed in Table 1 on the next page.

CITY COUNCIL ACTION:

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**Table 1: Bid Results**

<b>Contractor</b>	<b>Bid Price</b>
PAL General Engineering	\$344,290
ATP General Engineering Contractors	\$347,000
Frank and Son Paving	\$392,810
SRM Contracting & Paving	\$393,612
Hazard Construction	\$394,686
T.C. Construction Company	\$452,975
Ramona Paving & Construction	\$468,372
Eagle Paving	\$470,000
All American Asphalt	\$500,226
L.C. Paving & Sealing	\$570,287
Hardy & Harper	\$606,000
RAP Engineering	\$623,807

The bid submitted by PAL General Engineering was found to be complete and responsive to the bid specifications. PAL has successfully completed previous street repair projects for the City of Solana Beach. Staff is recommending that PAL be awarded the construction contract. The contract amount is based on the City Engineer's estimated unit quantities and the contractor's bid unit prices. The final cost of the Project will be based on field-measurements and the actual completed quantities. The contract allows 30 working days (6 weeks) to complete the work. The street repairs are anticipated to be completed by the middle of December 2017.

**CEQA COMPLIANCE STATEMENT:**

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

**FISCAL IMPACT:**

Project funding will be from the Annual Pavement Management Program (CIP-09) of the Fiscal Year (FY) 2017/18 Adopted Budget. The budget includes \$400,000 in Gas Tax Funds and \$150,000 in TransNet Funds, for a total budget of \$550,000.

In addition to the \$344,290 construction contract, Staff is recommending a contingency of \$69,000 which is approximately 20 percent of the bid amount. The contingency in this contract would allow flexibility to include additional locations for pothole repairs should they develop during the life of this contract as well as additional striping throughout the City. The estimated total construction contract, including contingency, is \$413,290. Incidental expenses, such as advertising and Staff time, would be charged directly to CIP-09. No additional appropriation is requested.

**WORK PLAN:**

This project is listed in the FY 2017/18 Work Plan under the Unprioritized Community Character Issues.

**OPTIONS:**

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

**DEPARTMENT RECOMMENDATION:**

Staff recommends the City Council adopt Resolution No. 2017-023:

1. Approving the list of streets to be overlaid with asphalt concrete.
2. Awarding a construction contract for the 2017 Street Maintenance & Repair Project, Bid 2017-08, in the amount of \$344,290, to PAL General Engineering.
3. Approving an amount of \$69,000 for construction contingency.
4. Authorizing the City Manager to execute the construction contract on behalf of the City.
5. Authorizing the City Manager to approve cumulative change orders up to the construction contingency amount.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.



\_\_\_\_\_  
Gregory Wade, City Manager

Attachments:

1. Resolution No. 2017-023
2. List of Streets

**RESOLUTION NO. 2017-023**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AWARDING A CONSTRUCTION CONTRACT FOR THE 2017 STREET MAINTENANCE & REPAIR PROJECT, BID 2017-08, TO PAL GENERAL ENGINEERING**

**WHEREAS**, the Capital Improvement Program portion of the Fiscal Year (FY) 2017/18 Adopted Budget contains appropriations for an annual pavement repair project; and

**WHEREAS**, the Engineering Department utilized a citywide pavement condition assessment, field reviews and a review of previous street rehabilitation projects to identify the list of streets to be repaired as part of this project; and

**WHEREAS**, in response to an advertisement for construction bids, the City received twelve bids for the project; and

**WHEREAS**, on August 24, 2017, the City Clerk opened the construction bids and publicly read the bids aloud.

**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 approves the list of streets to be overlaid with asphalt concrete.
3. That the City Council awards a construction contract for the 2017 Street Maintenance & Repair Project, Bid 2017-08, in the amount of \$344,290, to PAL General Engineering.
4. That the City Council approves an amount of \$69,000 for construction contingency.
5. That the City Council authorizes the City Manager to execute the construction contract on behalf of the City

6. That the City Council authorizes the City Manager to approve cumulative change orders up to the construction contingency amount.

**PASSED AND ADOPTED** this 12th day of September, 2017, at a special meeting of the City Council of the City of Solana Beach, California by the following vote:

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

\_\_\_\_\_  
MIKE NICHOLS, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk

## **LIST OF STREETS**

### **2017 Pavement Maintenance & Repair Project (FY 2017-18)**

<b>Overlays (2")</b>			
<b>Street</b>	<b>From</b>	<b>To</b>	<b>Area (sf)</b>
Academy Dr	Stevens Ave	Ida Ave	54,600
Genevieve (east)	Marine View	cul-de-sac	11,300
Highland Dr	San Andres	San Lucas	47,100
Loma Larga	Via Mil Cumbres	cul-de-sac	41,700
North Rios Ave	Cliff St	Patty Hill	37,900
Santa Victoria	Santa Helena	cul-de-sac	59,700
			252,300





# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** September 12, 2017  
**ORIGINATING DEPT:** Engineering Department  
**SUBJECT:** **Consideration of Resolution No. 2017-017 Notice of Completion for the Project to Clean and Reseal Concrete Lithocrete at Various Locations**

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## **BACKGROUND:**

As part of routine public works maintenance, various inspections and maintenance activities are performed on City of Solana Beach (City) infrastructure, including cleaning and sealing of existing lithocrete concrete areas. As part of this routine maintenance, Staff determined that the existing lithocrete concrete areas needed to be clean and sealed.

Staff prepared drawings and specifications for a concrete lithocrete cleaning and sealing project which was advertised for construction bids in April 2017. The City Council awarded a construction contract to the lowest responsible and responsive contractor, Miramar General Engineering, on July 12, 2017.

This item is before the City Council to consider adoption of Resolution No. 2017-017 (Attachment 1) to report the final project costs, accepting the project as complete and direct the City Clerk to file a Notice of Completion for the project to Clean and Reseal Concrete Lithocrete at Various Locations, Bid No. 2017-05.

## **DISCUSSION:**

Miramar General Engineering completed all work on this project in accordance with the approved plans and specifications of Bid No. 2017-05 to the satisfaction of the City Engineer. There were no change orders issued for this project. The City will release the retention, in the amount of \$1,845.23, thirty-five (35) days after the Notice of Completion is recorded.

CITY COUNCIL ACTION:

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**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:**

There was \$56,000 appropriated for construction of the project and the project was approved by Council for \$41,904.50, which included \$5,000 for contingencies. The main construction contract paid Miramar General Engineering \$36,904.50 to clean and reseal concrete lithocrete at various locations including the art nodes on the west side of Highway 101, the Rosa Street and Cliff Street pedestrian bridges and the sun plaza and compass at Fletcher Cove Park. No change orders were issued during construction of the project. Since no change orders were issued, none of the contingency was used. Therefore, the final cost of the project is \$36,904.50.

**WORK PLAN:**

This project is not identified in the 2017-2018 Work Plan.

**OPTIONS:**

- Approve Staff recommendation.
- Approve Staff recommendation with alternative amendments or modifications.
- Deny Staff recommendation and provide direction.


**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution 2017-017:

1. Authorizing the City Council to accept as complete the project to Clean and Reseal Concrete Lithocrete at Various Locations, Bid No. 2017-05, performed by Miramar General Engineering.
2. Authorizing the City Clerk to file a Notice of Completion.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.



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Gregory Wade, City Manager

Attachments:

1. Resolution No. 2017-017

**RESOLUTION 2017 - 017**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, ACCEPTING AS COMPLETE THE PROJECT TO CLEAN AND RESEAL CONCRETE LITHOCRETE AT VARIOUS LOCATIONS AND AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION**

**WHEREAS**, as part of routine public works maintenance, various inspections and maintenance activities are performed on City infrastructure, including cleaning and sealing of existing lithocrete concrete areas. As part of this routine maintenance, Staff determined that the existing lithocrete concrete areas needed to be clean and sealed; and

**WHEREAS**, in April 2017, Staff advertised for construction bids for the project to Clean and Reseal Concrete Lithocrete at Various Locations, Bid No. 2017-05 and a construction contract was awarded to Miramar General Engineering on July 12, 2017.

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

1. That the above recitations are true and correct.
2. That the City Council accepts as complete the project to Clean and Reseal Concrete Lithocrete at Various Locations, Bid No. 2017-05, constructed by Miramar General Engineering.

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

**PASSED AND ADOPTED** this 12th day of September, 2017, at a special meeting of the City Council of the City of Solana Beach, California by the following vote:

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

\_\_\_\_\_  
MIKE NICHOLS, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** September 12, 2017  
**ORIGINATING DEPT:** Finance Department  
**SUBJECT:** **Consideration of Resolution No. 2017-139 Approving a Software Maintenance Agreement with Superior**

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## **BACKGROUND:**

The City of Solana Beach uses eFinancePLUS for its financial and payroll reporting needs and eCommunityPLUS for cash receipting and business certificates (PLUS software). The software, originally purchased by the City in 1999 and known as Pentamation, was subsequently bought out by SunGard Public Sector (SunGard) and, in December 2016, was acquired by Superior, LLC (Superior).

This item is before the City Council to consider adoption of Resolution 2017-139 (Attachment 1), authorizing the City Manager to execute a contract with Superior for a software maintenance agreement for a one-year period beginning July 1, 2017 and authorizing the City Manager to approve an extension to the agreement for an additional one-year term.

## **DISCUSSION:**

The City has paid an annual maintenance amount to Pentamation, and then SunGard, and now Superior to provide support for the PLUS software since the programs were acquired by the City in 1999.

Software support for the City's financial and accounting systems is needed to ensure the systems continue to run smoothly. Staff is recommending that the City Manager be given the authority to execute the terms of a software maintenance agreement between Superior and the City for the fiscal year beginning July 1, 2017.

## **CEQA COMPLIANCE STATEMENT:**

Not a project as defined by CEQA.

CITY COUNCIL ACTION:

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**FISCAL IMPACT:**

The cost for SunGard's annual software support for FY 2017/18 is \$32,256.93 and there are sufficient appropriated funds in the Finance Department's budget unit to cover this amount.

**WORK PLAN:** N/A

**OPTIONS:**

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

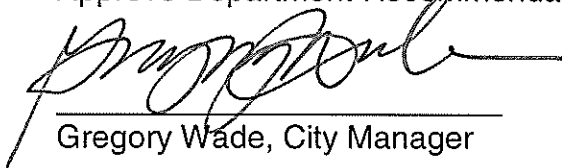
**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution 2017-139:

1. Authorizing the City Manager to execute a one-year maintenance agreement with Superior to provide software support beginning July 1, 2017.
2. Authorizing the City Manager to extend the agreement for up to one additional one year term, at the City's option, at an amount not to exceed the amount identified and budgeted for the subsequent year.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation

  
\_\_\_\_\_  
Gregory Wade, City Manager

Attachments

1. Resolution 2017-139
2. Software Maintenance Contract with Superior

**RESOLUTION 2017-139**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SOLANA BEACH, CALIFORNIA,  
AUTHORIZING A SOFTWARE MAINTENANCE  
AGREEMENT WITH SUPERION LLC FOR  
SOFTWARE SUPPORT SERVICES**

**WHEREAS**, the City of Solana Beach (City) uses eFinancePLUS for its financial and payroll reporting needs and eCommunityPLUS for cash receipting and business certificates; and

**WHEREAS**, the City pays an annual software maintenance cost to Superior to provide software support to City Staff to maintain the programs; and

**WHEREAS**, a software maintenance agreement would provide software support to the City for Fiscal Year 2017/18.

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

1. That the above recitations are true and correct.
2. That the City Council authorizes the City Manager to execute a one year contract beginning July 1, 2017 with Superior to provide software support.
3. That the City Council authorizes the City Manager to extend the agreement for up to an additional one year term, at the City's option, at an amount not to exceed the amount identified and budgeted for the subsequent year.



**PASSED AND ADOPTED** this 12<sup>th</sup> day of September, 2017, at a special meeting of the City Council of the City of Solana Beach, California by the following vote:

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

\_\_\_\_\_  
MIKE NICHOLS, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk

# SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

**Superion, LLC**  
a Florida limited liability company

with a business address at:

1000 Business Center Drive  
Lake Mary, FL 32746  
Phone #: (407) 304-3235

("Superion")

AND

**City of Solana Beach**  
635 South Highway 101  
Solana Beach, CA 92075

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, Superion and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

City of Solana Beach, CA

Superion, LLC

BY: \_\_\_\_\_

BY: Robert Valvano

PRINT NAME: \_\_\_\_\_

PRINT NAME: ROBERT VALVANO

PRINT TITLE: \_\_\_\_\_

PRINT TITLE: CEO

DATE SIGNED: \_\_\_\_\_

DATE SIGNED: June 29, 2017

**T**HIS AGREEMENT is entered into between Superior and Customer on the Execution Date, and Superior's obligations hereunder will commence on Execution Date.

Superior and Customer have entered into a Software License and Services Agreement dated February 12, 1999 (the "License Agreement") for the Software. Customer desires that Superior provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement. Accordingly, the parties agree as follows:

**1. Definitions.**

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Appendices."

"Baseline" means the general release version of a Component System as updated to the particular time in question through both Superior's warranty services and Superior's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of Superior includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or

(iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation. Confidential Information does not include any information Customer is required to provide 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 Customer as a local governmental agency.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Documentation" means the on-line and hard copy functional and technical specifications that Superior provides for a Baseline Component System, and that describe the functional and technical capabilities of the Baseline Component System in question.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Software" means the Component Systems listed in Exhibit 1.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, the period identified in Exhibit 1.

"Custom Modification" means a change that Superior has made at Customer's request to any Component System in accordance with a Superior-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which Superior will provide Customer with Improvements is identified in Exhibit 1.

"Defect" means a material deviation between the Baseline Component System and its Documentation, for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Superior's control. Further, with regard to each Custom Modification, "Defect" means a material deviation between the Custom Modification and the Superior-generated specification and documentation for such Custom Modification, and for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Superior's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 1.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Security Breach" means any act or omission that compromises either the security, confidentiality, or integrity of confidential information or the physical, technical, administrative or organizational safeguards put in place by Superior or any authorized persons that relate to the protection of the security, confidentiality or integrity of confidential information or a breach or alleged breach of this Agreement relating to such privacy practices.

## 2. Services.

(a) Types of Services. During the term of this Agreement, Superior will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit 1.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement. Superior's obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than Superior is limited to providing Customer with the Improvements that the applicable third party owner provides to Superior for that Baseline Component System. Customer must provide Superior with such facilities, equipment and support as are reasonably necessary for Superior to perform its obligations under this Agreement, including remote access to the Equipment.

### 3. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay Superior the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial Contract Year, Superior reserves the right to increase the Improvements fees. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

(b) Additional Costs. Customer will also reimburse Superior for actual travel and living expenses that Superior incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an actual incurred basis. Such travel and living expenses will be governed by Superior's Corporate Travel and Expense Reimbursement Policy and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.

(c) Taxes. Customer is responsible for paying all taxes (except for taxes based on Superior's net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superior with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, Superior will invoice Customer for and Customer will pay to Superior all such tax amounts.

(d) Late Charges. Customer will pay each Superior invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); or (ii) the highest rate permitted by applicable law.

4. Term. This Agreement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Agreement may be renewed for additional Contract Year at Customer's option.

5. Disclaimer of Warranties. Customer agrees and understands that SUPERIOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUPERIOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUPERIOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUPERIOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.

6. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

7. Confidential Information. The parties acknowledge that they may receive information from the other party or otherwise in connection with this Agreement or the performance of the Services that is confidential. Except as otherwise permitted under this Agreement or where required by law, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The

Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. The Recipient will maintain this information in confidence and will not use this information other than in the course of this Agreement. The Recipient will not disclose or release such information to any third person without the prior written consent of the Discloser, except for where required by law or for authorized employees or agents of the Recipient. 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 Recipient's receipt of that item. However, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive in perpetuity. Confidential Information does not include any information Customer is required to provide 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 Customer as a local governmental agency.

**8. Information Security.**

- a) Superior represents and warrants that its collection, access, use, storage, disposal and disclosure of confidential information accessed and/or collected from Customer does and will comply with all applicable federal and state privacy and data protection laws, as well as other applicable regulations and directives.
- b) In the event of any Security Breach, Superior shall:
  - a. Provide Customer with the name and contact information for an employee who shall serve as Customer's primary security contact and shall be available to assist Customer twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach; and
  - b. Notify Customer of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Superior becomes aware of it.
- c) Immediately following Superior's notification to Customer of a Security Breach, the parties shall

coordinate with each other to investigate the Security Breach. Superior agrees to fully cooperate with Customer in Customer's handling of the matter

- d) Superior shall use best efforts to immediately remedy any Security Breach and prevent any further Security Breach at its expense in accordance with applicable privacy rights, laws, regulations and standards.

**9. Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

**10. Force Majeure.** Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

**11. Assignment.** Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: Superior's assignment of this Agreement or of any Superior rights under this Agreement to Superior's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and Superior's assignment of this Agreement to any person or entity to which Superior transfers any of its rights in the Software.

12. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

13. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of Florida, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

14. LIMITATIONS OF LIABILITY.

(a) SUPERION'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUPERION FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES, EXCEPT FOR CLAIMS REGARDING A VIOLATION OF CONFIDENTIALITY, WHICH SHALL NOT EXCEED ONE MILLION DOLLARS (\$1,000,000).

NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, ANY LIMITATION OF SUPERION'S LIABILITY SHALL NOT APPLY TO CLAIMS REGARDING CLAIMS OF INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT, CLAIMS RELATING TO INTENTIONAL MISCONDUCT, OR CLAIMS RELATED TO DEATH, PERSONAL INJURY, OR DAMAGE TO TANGIBLE PERSONAL OR REAL PROPERTY (EXCLUDING DATA ON PHYSICAL MEDIA), OR THE COSTS OF COMPLYING WITH ANY STATUTORILY REQUIRED NOTICES THAT ARE (1) RELATED TO A SECURITY BREACH OF DATA OR INFORMATION IN SUPERION'S POSSESSION AND CONTROL OR (2) OTHERWISE REQUIRED OF SUPERION.

(b) EXCLUSION OF DAMAGES.

REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS

ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUPERION BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUPERION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUPERION HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

15. Indemnity by Superior.

(a) Intellectual Property Indemnity. Superior will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs because of a claim that use of a Baseline Component System infringes any United States copyright of others. Superior's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify Superior of any such claim; (ii) Customer must in writing grant Superior sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice Superior's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Customer must cooperate with Superior to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by Superior in writing as necessary for use with the Software) from the use or combination of products provided by Superior with items provided by Customer or others. If any Component System is, or in

Superion's opinion is likely to become, the subject of a United States copyright infringement claim, then Superion, at its sole option and expense, will either: (A) obtain for Customer the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Customer the portion of the license fee paid to Superion for the Component System(s) giving rise to the infringement claim, less a charge for use by Customer based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS SUPERION'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

(b) **General Indemnity.** Superion will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs in connection with a claim asserted against Customer by a third party for: (i) bodily injury or death; or (ii) damage to any tangible or real property, and in either instance, to the extent proximately caused by the negligent acts or omissions of Superion. Superion's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify Superion of any such claim; (ii) Customer must in writing grant Superion sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice Superion's right to control the defense of the claim and negotiate its settlement or compromise); and (iii) Customer must cooperate with Superion to facilitate the settlement or defense of the claim.

**16. Entire Agreement.** This Agreement, along with the attached Exhibit 1, contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing,

is signed by each party, and expressly provides that it amends this Agreement.

**17. Insurance.** Superion shall carry: (i) Commercial General Liability coverage including coverage for Premises/Operations, Product/Completed Operations, Blanket Contractual Liability, Independent Contractors, Broad Form Property Damage, and Personal Injury with limits of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate; and (ii) a policy of workers' compensation insurance as required by the Labor Code of the State of California, or shall obtain a certificate of self-insurance from the Department of Industrial Relations. Notice of Cancellation is only provided to the first Named Insured on the policy. The Client, its officers, officials, employees, and representatives shall be included as additional insureds on the required general liability policies. All policies shall contain a provision stating that the Superion policies, with the exception of Workers' Compensation, are primary insurance and that insurance (including self-retention) of the Client or any named insured shall not be called upon to contribute to any loss. Superion shall endeavor to furnish certificates of said insurance and policy endorsements to the Client prior to commencement of work under this Agreement. Failure by the Client to object to the contents of the certificate and/or policy endorsement or the absence of same shall not be deemed a waiver of any and all rights held by the Client. Failure on the part of Superion to procure or maintain in full force the required insurance shall constitute a material breach of contract under which the Client may exercise any rights it has in law or equity including, but not limited to, terminating this Agreement.



EXHIBIT 1

Customer: City of Solana Beach, CA

CONTRACT YEAR: July 1, 2017 through June 30, 2018

Product	Qty	7/1/2017-6/30/2018
Optio Upgrade to ECI from DCS (for 2003)	1	\$ 2,270.89
CPLUS Business License	1	1,761.14
FPLUS Fund Accounting	1	6,868.37
FPLUS Fixed Assets	1	1,811.85
FPLUS Human Resources	1	3,874.50
CPLUS Cash Receipting	1	851.99
CPLUS Miscellaneous Billing	1	1,460.54
FPLUS Salary Negotiations	1	491.53
FPLUS Employee Access Center	1	1,954.42
FPLUS Workflow Center	1	737.30
FPLUS Employee Timesheet	0	-
Windows Server Phone Support - Fin/Com+ Server	1	585.15
Windows Server Phone Support - Database Server	1	4,681.24
Four J's	1	2,415.06
Plus Four J's	10	432.60
Plus - Four J's Concurrent User License	4	369.80
Cognos	1	1,690.55
<b>Subtotal</b>		<b>\$ 32,256.93</b>

Improvement fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted. Improvement fees for any Contract Year subsequent to the above Contract Year are subject to change and will be specified by Superior in an annual invoice. Should additions to the number of licensed users or the Component Systems occur during the term of this Agreement or any extension thereof, Superior shall adjust the fee to reflect the applicable changes and provide CUSTOMER with written notice of such fee change.

**APPLICABLE TAXES ARE NOT INCLUDED IN THE ABOVE, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.**

**Maintenance Standards**

- L Hours During Which Superior's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").
  
- L Targeted Response Times.** With respect to Superior's Maintenance obligations, Superior will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superior "Telephone Support" hour occurring after Superior's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
<b>Urgent 1</b>	A support issue shall be considered <b>Urgent</b> when it produces a Total System Failure; meaning Superior's Component Systems are not performing a process that has caused a complete work stoppage.	Superior has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	<p>Although resolution times vary depending on the exact issue and customer environment, Superior has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported.</p> <p>A resolution plan details the steps necessary to understand and possibly resolve the issue.</p>
<b>Critical 2</b>	A support issue shall be considered <b>Critical</b> when a critical failure in operations occurs; meaning Superior's Component Systems are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Superior has a stated goal to respond within two hours of the issue being reported.	
<b>Non-Critical 3</b>	A support issue shall be considered <b>Non-Critical</b> when a non-critical failure in operations occurs; meaning Superior's Component Systems are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround	Superior has a stated goal to respond within four hours of the issue being reported.	
<b>Minor 4</b>	A support issue will be considered <b>Minor</b> when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Superior has a stated goal to respond within 24 hours of the issue being reported.	

\* Measured from the moment a Case number is created. As used herein a "Case number" is created when a) Superior's support representative has been directly contacted by Customer either by phone, email, in person, or through Superior's online support portal, and b) when Superior's support representative assigns a case number and conveys that case number to the Customer.



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** September 12, 2017  
**ORIGINATING DEPT:** Engineering Department  
**SUBJECT:** **Consideration of Resolution No. 2017-016 Authorizing Filing of the Notice of Completion for the City Hall Shingle Roof Replacement Project**

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## **BACKGROUND:**

As part of City's active maintenance program, various maintenance activities are performed at City facilities, including replacing the shingle roof at City Hall. The shingle roof at the northwest corner of City Hall was at its final useful life and needed to be replaced.

Staff developed a roof replacement project which was advertised for construction bids in February 2017. The City Council awarded a construction contract to the lowest responsible and responsive contractor, C&I Roofing Company, on April 26, 2017.

This item is before the City Council to consider adoption of Resolution No. 2017-016 (Attachment 1) to report the final project costs, accepting the project as complete and direct the City Clerk to file a Notice of Completion for the City Hall Shingle Roof Replacement Project, Bid No. 2017-02.

## **DISCUSSION:**

C&I Roofing Company completed all work on this project in accordance with the approved plans and specifications of Bid No. 2017-02 to the satisfaction of the City Engineer. There were no change orders issued for this project. The City will release the retention, in the amount of \$419.95, thirty-five (35) days after the Notice of Completion is recorded.

CITY COUNCIL ACTION:

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**AGENDA ITEM A.7.**

**CEQA COMPLIANCE STATEMENT:**

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

**FISCAL IMPACT:**

There was \$9,399 appropriated for construction of the project, which included \$1,000 for contingencies. The main construction contract paid C&I Roofing Company \$8,399 to replace the shingle roof along the northwest corner of the first floor of City Hall. No change orders were issued during construction of the project. Since no change orders were issued, none of the contingency was used. Therefore, the final cost of the project is \$8,399.

**WORK PLAN:**

This project was consistent with the City Hall Deferred Maintenance item listed as B.9 of the Community Character Priorities in the Fiscal Year (FY) 2017/18 Work Plan.

**OPTIONS:**

- Approve Staff recommendation.
- Approve Staff recommendation with alternative amendments or modifications.
- Deny Staff recommendation and provide direction.

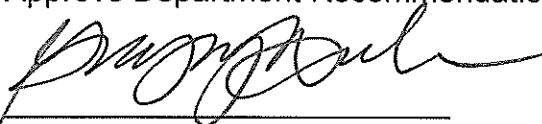
**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution 2017-016:

1. Authorizing the City Council to accept as complete the City Hall Shingle Roof Replacement Project, Bid No. 2017-02, constructed by C&I Roofing Company.
2. Authorizing the City Clerk to file a Notice of Completion.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.

  
\_\_\_\_\_  
Gregory Wade, City Manager

Attachments:

1. Resolution No. 2017-016

**RESOLUTION 2017 - 016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, ACCEPTING AS COMPLETE THE CITY HALL SHINGLE ROOF REPLACEMENT PROJECT AND AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION**

**WHEREAS**, as part of routine building maintenance, various maintenance activities are performed at City facilities, including replacing the shingle roof at City Hall. The shingled roof at the northwest corner of City Hall was determined to need to be replaced; and

**WHEREAS**, in January 2017, Staff advertised for construction bids for the City Hall Shingle Roof Replacement Project, Bid No. 2017-02 and a construction contract was awarded to C&I Roofing Company on April 26, 2017.

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

1. That the above recitations are true and correct.
2. That the City Council accepts as complete the City Hall Shingle Roof Replacement Project, Bid No. 2017-02, constructed by C&I Roofing Company.
3. That the City Council authorizes the City Clerk to file a Notice of Completion for the project.

**PASSED AND ADOPTED** this 12th day of September, 2017, at a special meeting of the City Council of the City of Solana Beach, California by the following vote:

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

\_\_\_\_\_  
MIKE NICHOLS, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** September 12, 2017  
**ORIGINATING DEPT:** Engineering Department  
**SUBJECT:** **Consideration of Resolution No. 2017-113 Approving a Professional Services Agreement with Redflex Traffic Systems for Red Light Camera Enforcement**

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## **BACKGROUND:**

On December 29, 2003, the City Council approved a "Letter of Intent" between the City of Solana Beach (City) and Redflex Traffic Systems, Inc. (Redflex) to provide red light enforcement technology and equipment for traffic enforcement purposes. After completing surveys and analysis to determine the intersections that would benefit the most from this technology, three cameras went live in October 2004 for a thirty day trial period. In November 2004, tickets began to be issued for violations. The cameras are located at:

1. Highway 101 and Lomas Santa Fe Drive, southbound
2. Lomas Santa Fe Drive and Solana Hills Drive, northbound
3. Lomas Santa Fe Drive and Solana Hills Drive, eastbound

This item is before the City Council to consider adopting Resolution 2017-113 (Attachment 1) approving a new Professional Services Agreement with Redflex for automated red light photo enforcement.

## **DISCUSSION:**

The City has contracted with Redflex for automated red light photo enforcement since October 2004. The current agreement with Redflex was a five year agreement and was first executed in October 2009. Per the terms of the agreement, the agreement has been extended three additional one year terms. Since all of the extensions identified in

COUNCIL ACTION:

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the agreement have been executed, a new agreement is necessary to keep the automated red light photo enforcement services.

The primary purpose of the automated red light photo enforcement program is to improve traffic safety by modifying driver behavior. The program discourages drivers from running red lights and protects the safety of the general public. According to the Federal Highway Administration for the U.S. Department of Transportation, red light photo enforcement reduces red-light violations and crashes at urban signalized intersections. The Insurance Institute for Highway Safety reports red light runners cause hundreds of deaths and thousands of injuries each year. Over half of those killed and injured were pedestrians, bicyclists and other drivers. Intersections equipped with red light cameras decrease red light running and have also been shown to carry over to nearby intersections that are not equipped with red light cameras.

In the last 18 months, of the red light citations issued in Solana Beach, 10% of the notices were sent to Solana Beach addresses, 83% to other California addresses, and 7% to out of state addresses.

Both City Staff and the Sheriff's Department continue to believe these systems provide a significant safety enhancement to the City and recommends that City Council authorize the City Manager to execute the revised agreement with Redflex Traffic Systems, Inc.

**CEQA COMPLIANCE STATEMENT:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

Under the proposed agreement, the City will pay Redflex a monthly fee of \$2,386 per camera system or \$7,158 per month for the three systems, totaling \$85,896 annually. Each year, on the anniversary date of the agreement, the pricing will increase by the CPI, not to exceed a cap of 3%. CPI will be derived from the publication of the U.S. Department of Labor Consumer Price Index for U.S. City average. The Fiscal Year (FY) 2017/18 Adopted Budget has allocated funds in the Traffic Safety budget unit of the operating budget for this agreement. The monthly fee proposed for the upcoming year is unchanged from the current monthly fee.

**WORK PLAN:**

N/A

**OPTIONS:**

- Approve Staff recommendation.
- Approve Staff recommendation with alternative amendments or modifications.
- Deny Staff recommendation and provide direction.

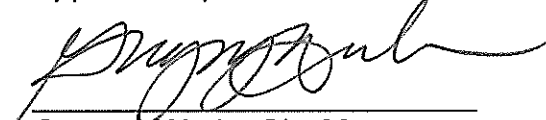
**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution 2017-113:

1. Authorizing the City Manager to execute a Professional Services Agreement, for a length of five years, with Redflex Traffic Systems, Inc. for automated red light photo enforcement.
2. Authorizing the City Manager to execute three additional one year extensions at an amount not to exceed the amount identified and budgeted for each subsequent year.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.

  
\_\_\_\_\_  
Gregory Wade, City Manager

Attachments:

1. Resolution 2017-113



**RESOLUTION NO. 2017-113**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH REDFLEX TRAFFIC SYSTEMS FOR RED LIGHT CAMERA ENFORCEMENT**

**WHEREAS**, on December 29, 2003, the City Council approved a "Letter of Intent" between the City and Redflex Traffic Systems, Inc. (Redflex) to provide red light enforcement technology and equipment for traffic enforcement purposes; and

**WHEREAS**, after completing surveys and analysis to determine the intersections that would benefit the most from this technology, three cameras went live in October 2004 for a thirty day trial period. In November 2004, tickets began to be issued for violations; and

**WHEREAS**, the current agreement with Redflex was a five year agreement and was first executed in October 2009. Per the terms of the agreement, the agreement has been extended three additional one year terms. Since all of the extensions identified in the agreement have been executed, a new agreement is necessary to keep the automated red light photo enforcement services; and

**WHEREAS**, the red light enforcement cameras are located at the following intersection approaches:

1. Highway 101 and Lomas Santa Fe Drive, southbound;
2. Lomas Santa Fe Drive and Solana Hills Drive, northbound;
3. Lomas Santa Fe Drive and Solana Hills Drive, eastbound.

**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 a Professional Services Agreement, for a length of five years, with Redflex Traffic Systems, Inc. for automated red light photo enforcement.
3. That the City Council authorizes the City Manager to execute three additional one year extensions at an amount not to exceed the amount identified and budgeted for each subsequent year.

**PASSED AND ADOPTED** this 12th day of September, 2017, at a special meeting of the City Council of the City of Solana Beach, California by the following vote:

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

\_\_\_\_\_  
MIKE NICHOLS, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** September 12, 2017  
**ORIGINATING DEPT:** Public Safety / Fire  
**SUBJECT:** **Council Consideration of Resolution 2017-140 to Enter Into a Fire Apparatus Maintenance and As-Needed Repair Agreement With North County Emergency Vehicle Services**

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## BACKGROUND:

The City of Solana Beach (City) has used North County Emergency Vehicle Service (NCEVS) to perform routine maintenance and emergency repairs on City fire apparatuses in the past. NCEVS has performed, and is scheduled to perform, specific maintenance and repairs on the fire apparatuses during FY 2017/2018. This scope of work includes annual maintenance on the front line fire engine (E-237), the reserve fire engine (R-237) and the front line truck (T-237).

This item is before City Council to consider adopting Resolution 2017-140 (Attachment 1) awarding an agreement for specific identified maintenance of fire apparatuses as well as ongoing as-needed services for FY 2017/2018.

## DISCUSSION:

NCEVS provides a mobile emergency vehicle service that is able to perform the maintenance at the City's fire station. This reduces the down time of the emergency response apparatus while eliminating the costs of transporting the apparatus to off-site locations. NCEVS has also been responsive to emergency repairs that have arisen in the past. Additionally, Fire Department personnel have used NCEVS as a resource and NCEVS has provided free information or direction for a repair over the telephone or electronic media. When an apparatus broke late at night or on weekends, NCEVS would respond with a technician for an after-hours repair. NCEVS staff is certified to work on the fire apparatuses and maintains documentation of work that has been provided. Their work has been consistent, thorough, and completed in a timely manner.

Staff is recommending the approval of an agreement with NCEVS (Attachment 2) for regular scheduled maintenance and as-need repairs for the Fire Department's

CITY COUNCIL ACTION:

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apparatuses for Fiscal Year 2017/2018. This agreement is for an amount not to exceed \$60,000.

**CEQA COMPLIANCE STATEMENT:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

The City has budgeted sufficient funds for annual maintenance and specified repairs of fire apparatuses for Fiscal Year 2017/2018 in the Vehicle Maintenance account (001-6000-6120-6428).

**WORK PLAN:** N/A

**OPTIONS:**

- Approve Staff recommendation
- Approve Staff recommendation with alternative amendments / modifications.
- Reject Staff recommendation and provide direction.


**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council Adopt Resolution 2017-140:

1. Awarding the maintenance and repair agreement to North County Emergency Vehicle Services in the amount not to exceed \$60,000.
2. Authorizing the City Manager to extend the agreement for four additional one year terms, at the City's option.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation

  
\_\_\_\_\_  
Gregory Wade, City Manager

Attachments:

1. Resolution No. 2017-140
2. Agreement with NCEVS for an amount not to exceed \$60,000

**RESOLUTION NO. 2017- 140**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AWARDED A MAINTENANCE AND REPAIR AGREEMENT TO NORTH COUNTY EMERGENCY VEHICLE SERVICE OF SAN MARCOS, CALIFORNIA, IN AN AMOUNT NOT TO EXCEED \$60,000 FOR MAINTENANCE AND AS-NEEDED REPAIR ACTIVITIES**

**WHEREAS**, the City Council places a priority on public safety and maintaining the apparatuses and equipment used to provide these services; and,

**WHEREAS**, the City of Solana Beach has used North County Emergency Vehicle Services (NCEVS) for maintenance and repair of the City's specific fire apparatuses in the past; and,

**WHEREAS**, North County Emergency Vehicle Services (NCEVS) was determined to be the most responsive based on the unique nature of working on fire apparatuses and providing trained personnel to service the type of fire apparatuses used by the City of Solana Beach; and,

**WHEREAS**, sufficient funds have been budgeted in Fiscal Year 2017/2018 in the Vehicle Maintenance account of the Fire Department budget for the repairs and maintenance of fire apparatuses.

**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 awards the maintenance and repair agreement to North County Emergency Vehicle Service of San Marcos in the amount not to exceed \$60,000.
3. That the City Council authorizes the City Manager to extend the agreement for four additional one year terms, at the City's option.

**PASSED AND ADOPTED** this 12<sup>th</sup> day of September 2017, at a special meeting of the City Council of the City of Solana Beach, California, by the following vote:

AYES: Councilmembers –

NOES: Councilmembers –

ABSENT: Councilmembers –

ABSTAIN: Councilmembers –

\_\_\_\_\_  
MIKE NICHOLS, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk

# City of Solana Beach

## PROFESSIONAL SERVICES AGREEMENT

### FOR FIRE APPARATUS MAINTENANCE AND ON CALL REPAIR REQUESTS

THIS Professional Services Agreement ("AGREEMENT") is made and entered into this \_\_\_\_\_ day of September, 2017 by and between the CITY OF SOLANA BEACH, a municipal corporation ("CITY"), and, NORTH COUNTY EVS a partnership, LLC, LLP, California corporation, etc., ("CONSULTANT") (collectively "PARTIES").

**WHEREAS**, the CITY desires to employ a CONSULTANT to furnish yearly fire apparatus maintenance and perform any on call repairs as requested ("PROFESSIONAL SERVICES"); and

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

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

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

#### 1. PROFESSIONAL SERVICES.

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

#### 2. DURATION OF AGREEMENT.

- 2.1. **Term.** The term of this AGREEMENT shall be for a period beginning from the date of execution of the AGREEMENT until June 30, 2018. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.
- 2.2. **Extensions.** X 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 sixty thousand dollars (\$60,000.00) per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT's satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.

- 2.3. **Delay.** Any delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONSULTANT shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.
- 2.4. **City's Right to Terminate for Default.** Should CONSULTANT be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.
- 2.5. **City's Right to Terminate without Cause.** Without limiting its rights in the event of CONSULTANT's default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONSULTANT. Such termination shall be effective upon receipt of the written notice. CONSULTANT shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY's election, considered the property of CITY.

### 3. COMPENSATION.

- 3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall not exceed sixty thousand dollars (\$60,000.00) without prior written authorization from CITY. CONSULTANT shall bill the CITY for work provided and shall present a written request for such payment monthly.
- 3.2. **Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services.
- 3.3. **Costs.** Any costs billed to the CITY shall be in accordance with any terms negotiated and incorporated herein as part of Exhibit "A" Scope of Services and Fee.

### 4. INDEPENDENT CONTRACTOR.

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

### 5. STANDARD OF PERFORMANCE.

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

### 6. WARRANTY OF CONSULTANT'S LICENSE.

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



## 7. AUDIT OF RECORDS.

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

## 8. CONFIDENTIALITY.

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

## 9. CONFLICTS OF INTEREST.

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

## 10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.

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

## 11. INSURANCE

- 11.1. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.
- 11.2. CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.
- 11.3. **Types and Amounts Required.** CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:
  - 11.3.1.  **Commercial General Liability (CGL).** If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$2,000,000.00 per occurrence and subject to an annual aggregate of \$4,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
  - 11.3.2.  **Commercial Automobile Liability.** If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
  - 11.3.3.  **Workers' Compensation.** If checked the CONSULTANT shall maintain Worker's Compensation insurance for all of the CONSULTANT's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

- 11.3.4.**  **Professional Liability.** If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy.
- 11.4. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 11.5. Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:
- 11.5.1.** The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.
- 11.5.2.** The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.
- 11.6. Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## **12. INDEMNIFICATION.**

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

## **13. SUBCONTRACTORS.**

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

- 13.2.** All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONSULTANT shall require the subcontractor to obtain, all policies described in Section 11 in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.
- 13.3.** In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 12 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

**14. NON-DISCRIMINATION.**

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

**15. NOTICES.**

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

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

Louis Marro, President  
North County EVS, Inc  
164 Via Maria  
San Marcos, Ca 92069

**16. ASSIGNABILITY.**

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

**17. RESPONSIBILITY FOR EQUIPMENT.**

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

**18. CALIFORNIA LAW; VENUE.**

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

**19. COMPLIANCE WITH LAWS.**

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

**20. ENTIRE AGREEMENT.**

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

**21. NO WAIVER.**

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

**22. SEVERABILITY.**

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

**23. DRAFTING AMBIGUITIES.**

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

**24. CONFLICTS BETWEEN TERMS.**

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

**25. EXHIBITS INCORPORATED.**

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

**26. SIGNING AUTHORITY.**

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

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

CITY OF SOLANA BEACH, a municipal corporation

North County EVS, a California corporation

By:

By:

\_\_\_\_\_  
City Manager, Gregory Wade

\_\_\_\_\_  
Signature

\_\_\_\_\_  
President, Louis Marro

ATTEST:

\_\_\_\_\_  
City Clerk, Angela Ivey

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Assistant City Manager, Dan King

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, Johanna N. Canlas

## EXHIBIT "A"

### SCOPE OF SERVICES AND FEE

#### Service:

- ✓ Yearly maintenance of fire apparatus (\$40,000)
- ✓ On Call/As needed maintenance services (\$20,000)
- ✓ CONSULTANT shall provide a written estimate of the cost of services. Assuming CITY approved the estimate, CONSULTANT shall perform the approved services.
- ✓ On or before receipt of a request for services that would cause CITY to exceed the aggregate cost limits set forth in Exhibit "A" for the then current term hereof, CONSULTANT shall notify CITY that CITY is close to reaching the limits or will exceed the limits. CITY shall then provide CONSULTANT with prior written authorization to exceed the limits and perform the requested services.
- ✓ CONSULTANT shall also provide an estimate of the time for the services requested, and shall immediately notify the Project Coordinator in writing of the cause and the extent of any delay, whereas an extension of time for the completion of the service will be granted when justified by the circumstances.

#### Cost:

The cost for all work described in the Scope of Services and Fee (Exhibit "A") shall be billed not to exceed sixty thousand dollars (\$60,000) without prior written authorization from CITY.

## EXHIBIT "B"

### North County EVS Definitions, General Terms and Conditions

Beginning March 1st, 2003\*, the following definitions, terms and conditions shall apply:

1) As used in this document, the following terms shall mean:

"Customer" - The City, Fire Department, Fire District, Fire Agency, Private Fire Brigade Indian Reservation, and its Employees, Agents and Citizens of,

"North County EVS, Inc.", "N.C.E.V.S." - North County Emergency Vehicle Service, Inc. Its Employees, Agents or Partners.

"Safe" - Free from damage or defect.

"Unsafe" - A vehicle or component of a vehicle that is damaged, defective or worn out and possess a significant risk of harm, injury or death to personnel or others if continued to be used or operated.

"O.O.S." - Out of Service - Apparatus or any component thereof, which by reason its mechanical condition or defect, has been identified as Unsafe to operate.

2) Unless otherwise requested in writing, **ALL** written correspondence, including but not limited to, Estimates, Invoices and Vehicle Safety Inspection Reports shall be transmitted via means of electronic mail (e-mail).

3) Upon receipt of an e-mailed Estimate for services, the Customer shall reply to the e-mail stating either "Accepted" or "Declined". "Accepted" will serve as "Authorization to Proceed" with said work, and "Declined" will serve as notice "Not to Proceed". In either case, the reply shall serve in lieu of a "Written" signature. In the event that a reply is not received, work will **NOT** be performed.

IT WILL BE THE CUSTOMER'S RESPONSIBILITY TO RESPOND TO ALL E-MAIL'S IN A TIMELY MANNER IN ORDER FOR WORK TO BEGIN AS SCHEDULED. ADDITIONALLY, IF WORK CANNOT BEGIN ON TIME BECAUSE THE SCHEDULED VEHICLE IS NOT AVAILABLE AND THE CUSTOMER HAS NOT NOTIFIED NORTH COUNTY EVS, INC. IN ADVANCE, THE CUSTOMER AGREES TO PAY A CANCELLATION FEE EQUAL TO TWO (2) HOURS LABOR AT THE RATE SHOWN UNDER CURRENT PRICING PLUS A SERVICE CALL FEE IF APPLICABLE.

4) If the Customer requires Purchase Orders, work will **ONLY** commence **AFTER** the Purchase Order has been issued by the Customer **AND** received by North County EVS, Inc. In lieu of requiring Purchase Orders, a signed contract for services must be in place.

5) Customer agrees to send a "Read Receipt" for **ALL** e-mails indicating that the E-mail was received and read by the recipient(s).

6) Payment of all invoices shall be **Due Upon Receipt**. As a courtesy, Customer will have a forty-five (45) day grace period to allow time to process the payment. Customer further agrees to pay interest, at a rate of 1.5% monthly, starting from the date the invoice(s) was/were emailed, on **ALL** outstanding balances if the invoice(s) is/are not paid in full within the thirty-day grace period. **Failure to pay on time more than once will be grounds for cancellation of any and all contracts and Customer agrees to pay all associated legal costs in order to recover any and all outstanding balances due to North County EVS, Inc.**

7) Customer hereby acknowledges and agrees that North County EVS, Inc. reserves the right to place an apparatus or component thereof, Out Of Service (O.O.S.) until any and all identified deficiency(ies) and/or



safety issue(s) has/have been rectified AND has/have been re-inspected and/or re-certified, when necessary, as "Safe to Operate".

Customer also agrees that they assume **ALL** responsibility **AND** legal liability for the "Continued Operation" of a vehicle or component thereof, that has been placed O.O.S. or has been identified as "Unsafe" by North County EVS, Inc. or any other qualified person or company. Customer further agrees to sign a waiver of liability if they decide not to repair an apparatus or component thereof that has been identified as "Unsafe" or in need of repair.

"Unsafe" includes, but is not limited to, any and all items identified by the Vehicle Manufacturer, The Automotive Society of Engineers (ASE), NFPA 1911, The Standard For Fire Apparatus Preventive Maintenance, (formerly NFPA 1911, 1914 & 1915), State & Federal Laws or Vehicle Safety Regulations or, N.C.E.V.S, that could affect the safe operation of a vehicle or component thereof, and/or possess a risk to personnel or the public.

8) Customer agrees that any and all work performed by its employees or other vendors, be documented in the vehicle's "Maintenance Log", which is to be kept in the apparatus and available at all times. This includes, but is not limited to, adding fluids, changing parts or tires, adjusting brakes, adjusting air pressure in tires, changing, adding or modifying any new or existing equipment on/to the vehicle or performing warranty repairs by an authorized dealer.

9) ~~Upon written request by the Customer, North County EVS, Inc. will furnish Proof of Insurance coverage.~~  
CITY Initials \_\_\_\_\_ CONSULTANT Initials \_\_\_\_\_

10) Customer agrees that all copyrighted work and proprietary training materials produced by North County EVS, Inc. will remain the sole property of North County EVS, Inc.

11) These Terms & Conditions are subject to change upon written notice\*.

Current Pricing (As of 4/1/2017)

Hourly Labor Rate - Monday to Friday, 7 AM to 4 PM for scheduled repairs/maintenance - \$98 per hour.

Hourly Labor Rate - Monday to Friday, 7 AM to 4 PM for Emergency/Unscheduled repairs - \$98 per hour plus a service call fee.

After Hours Labor Rate - including weekdays from 4 PM to 7 AM, weekends and holidays - \$147.00 per hour.

Service Call Fee - Monday to Friday, 7 AM to 4 PM, for scheduled repairs/maintenance - \$98 per hour portal to portal if Customer is more than 30 minutes away from our closest service truck (No service call fee if travel time to Customer is less than 30 minutes).

After Hours Service Call - Including weekends and holidays - \$392 (2 hours) + 2 hour minimum.

SERVICE CALLS ARE BASED ON MECHANIC/TECHNICIAN AVAILABILITY.

Beginning 7/1/2017 – All base labor rates will increase to \$105 Per Hour and multiples thereof for afterhours services. (After Hours labor rate will increase to \$157.50 Per Hour)



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** September 12, 2017  
**ORIGINATING DEPT:** Community Development Department  
**SUBJECT:** **Public Hearing: Request for DRP to Construct a First-Floor Remodel and Addition and a Partially-Subterranean, Basement-Level Garage and Bedroom Addition to an Existing Single-Story, Single-Family Residence with an Attached Two-Car Garage and Perform Associated Site Improvements at 520 North Granados Avenue (Case # 17-17-08 Applicants: John Freis; APN: 263-143-18; Resolution No. 2017-136)**

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## **BACKGROUND:**

The Applicant, John Freis, is requesting City Council approval of a Development Review Permit (DRP) to construct a first-floor remodel and 1,106 square-foot addition and a 970 square-foot partially-subterranean basement-level garage and bedroom addition to an existing single-story, single-family residence with an attached, two-car garage and two-car carport, and perform associated site improvements. The 10,200 square-foot lot is located at 520 North Granados Avenue and within the boundaries of the Low-Medium Residential (LMR) Zone and Scaled Residential Overlay Zone (SROZ).

The project proposes approximately 235 cubic yards of cut, 80 cubic yards of fill, 85 cubic yards of removal and recompaction, and 155 cubic yards of export. The project meets two thresholds for the requirement of a DRP, including: 1) construction in excess of 60 percent of the allowable floor area; and 2) an aggregate grading quantity in excess of 100 cubic yards.

The maximum building height would be 19.7 feet above the proposed (finished) grade at the exposed side of the proposed partially-subterranean garage and 15.45 feet above the existing grade. The maximum building height would be 184.1 feet above Mean Sea Level (MSL). The project is exempt from the requirement of a Structure Development Permit (SDP) because the proposed development does not exceed 16 feet in height above the existing grade.

CITY COUNCIL ACTION:

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The issue before the Council is whether to approve, approve with conditions, or deny the Applicant's request as contained in Resolution 2017-136 (Attachment 1).

**DISCUSSION:**

The rectangular shaped lot is located on the east side of North Granados Avenue. The site topography slopes upward approximately 14 feet from the North Granados Avenue right-of-way to the rear property line. The lot is currently developed with a one-story, single-family residence with an attached, two-car garage and two-car carport that are accessed from North Granados Avenue along the northwest side of the property. The Applicant proposes to remodel the existing residence, reconstruct the existing garage and carport as habitable area, construct a 1,106 square-foot, first-floor addition, and construct a 740 square-foot partially-subterranean, two-car garage and a 230 square-foot bedroom below the existing garage and carport. Other improvements include grading and retaining walls in the front yard to accommodate the reconfigured driveway and pedestrian access to the residence. The project plans are provided in Attachment 2.

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

<b>Table 1</b>			
<b>LOT INFORMATION</b>			
<b>Property Address:</b>	520 N Granados	<b>Zoning Designation:</b>	LMR (4 du/ac)
<b>Lot Size:</b>	10,200 ft <sup>2</sup>	<b># of Units Allowed:</b>	1 Dwelling Unit, 1 ADU
<b>Max. Allowable Floor Area:</b>	3,735 ft <sup>2</sup>	<b># of Units Requested:</b>	1 Dwelling Unit
<b>Proposed Floor Area:</b>	3,656 ft <sup>2</sup>	<b>Setbacks:</b>	<b>Required</b> <b>Proposed</b>
<b>Below Max. Floor Area by:</b>	79 ft <sup>2</sup>	Front (W)	25 ft.      32 ft.
<b>Max. Allowable Height:</b>	25.0 ft.	Interior Side (N)	5 ft.      5 ft.
<b>Max. Proposed Height:</b>	19.7 ft.	Interior Side (S)	5 ft.      5 ft.
<b>Highest Point/Ridge:</b>	184.1 MSL	Rear (E)	25 ft.      37 ft.
<b>Overlay Zone(s):</b>	SROZ		
<b>PROPOSED PROJECT INFORMATION</b>			
<b>Floor Area Breakdown:</b>		<b>Required Permits:</b>	
Existing First Floor to Remain	1,980 ft <sup>2</sup>	<b>DRP:</b> A DRP is required for a structure that exceeds 60% of the maximum allowable floor area and grading in excess of 100 cubic yards	
Proposed First Floor Addition	1,106 ft <sup>2</sup>		
Proposed Basement-Level Living Area Addition	230 ft <sup>2</sup>		
Proposed Basement-Level Garage Addition	740 ft <sup>2</sup>		
Subtotal:	4,056 ft <sup>2</sup>		
Off-Street Parking Exemption	- 400 ft <sup>2</sup>		
<b>Total Floor Area:</b>	<b>3,656 ft<sup>2</sup></b>		
<b>Proposed Grading:</b> Cut: 235 yd <sup>3</sup> Fill 80 yd <sup>3</sup>		<b>Removal/Recompaction:</b> 85 yd <sup>3</sup> Export: 155 yd <sup>3</sup>	
<b>Proposed Parking:</b> Attached 2-car Garage		<b>Existing Development:</b>	
<b>Proposed Fences and Walls:</b> Yes		Single-Story, Single-Family Residence with an	
<b>Proposed Accessory Dwelling Unit:</b> No		Attached Two-Car Garage and Attached Carport	
<b>Proposed Accessory Structure:</b> No			

Staff has prepared draft findings for approval of the project in the attached Resolution 2017-136 for Council's consideration based upon the information in this report. The applicable SBMC sections are provided in italicized text and conditions from the Community Development, Engineering, and Fire Departments are incorporated in the Resolution of Approval. The Council may direct Staff to modify the Resolution to reflect the findings and conditions it deems appropriate as a result of the public hearing process. If the Council determines the project is to be denied, Staff will prepare a Resolution of Denial for adoption at a subsequent Council meeting.

The following is a discussion of the findings for a DRP as they apply to the proposed project as well as references to recommended conditions of approval contained in Resolution 2017-136.

#### Development Review Permit Compliance (SBMC Section 17.68.40):

A DRP is required because the total proposed square footage would exceed 60 percent of the maximum allowable floor area for the property. The total floor area proposed is 3,656 square feet, which is 79 square feet below the maximum allowable floor area for the property, pursuant to the SROZ. A DRP is also required because the proposal includes an aggregate grading quantity that exceeds 100 cubic yards of grading. There would be 235 cubic yards of cut, 80 cubic yards of fill, 85 cubic yards of removal and recompaction, and 155 cubic yards of export associated with the project.

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

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

The Council may approve, or conditionally approve, a DRP only if all of the findings listed below can be made. Resolution 2017-136 provides the full discussion of the findings.

1. The proposed development is consistent with the general plan and all applicable requirements of the zoning ordinance including special regulations, overlay zones, and specific plans.
2. The proposed development complies with the development review criteria.
3. All required permits and approvals issued by the city, including variances, conditional use permits, comprehensive sign plans, and

coastal development permits have been obtained prior to or concurrently with the development review permit.

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

If the above findings cannot be made, the Council shall deny the DRP. The following is a discussion of the applicable development review criteria as they relate to the proposed project.

#### Relationship with Adjacent Land Uses:

The property is located within the LMR Zone. Nearby properties located on the east side of North Granados Avenue are also located within the LMR Zone. Properties located on the west (opposite) side of North Granados Avenue are located within the Low Residential (LR) Zone. The majority of nearby properties in both zones are developed with one and two-story, single-family residences and are located within the SROZ. The project site is currently developed with a single-story, single-family residence.

The project, as designed, is consistent with the permitted uses for the LMR Zone as described in SBMC Sections 17.20.010 and 17.12.020. The property is designated Low-Medium Density Residential in the General Plan and intended for single-family residences developed at a maximum density of four dwelling units per acre. The proposed development could be found to be consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

The property is not located within any of the City's Specific Plan areas; however, it is located within the boundaries of the SROZ and within the Coastal Zone. The project has been evaluated, and could be found to be in conformance with, the regulations of the SROZ, which are discussed further in this report. As a condition of project approval, the Applicant would be required to obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of a Building Permit.

#### Building and Structure Placement:

The Applicant proposes to remodel the existing residence, reconstruct the existing garage and carport as habitable area, construct a 1,106 square-foot, first-floor addition, and construct a 740 square-foot partially-subterranean, two-car garage and a 230 square-foot bedroom below the existing garage and carport. Other improvements include reconfiguring the driveway to access the partially-subterranean garage.

The reconstructed garage and carport would consist of a master suite. The existing footprint of the first floor would be expanded to the west or front of the property. The proposed partially-subterranean level would consist of a two-car garage as well as a guest bedroom and bathroom with stairway access to the first floor. The proposed partially-subterranean level would not qualify as a basement, pursuant to the SROZ regulations, due to the amount of vertical exposure from the proposed grade to the floor of the level above.

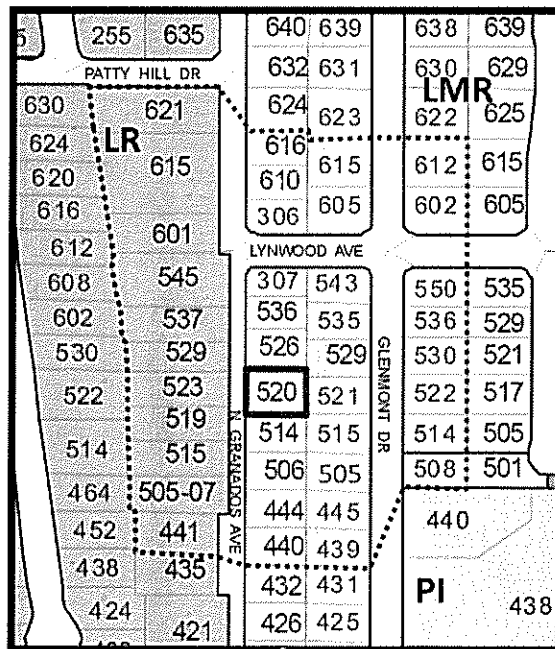
Two off-street parking spaces are required for a single-family residence. When required spaces are provided in a garage, up to 200 square feet of floor area is exempted for each required space. Therefore, the project is afforded a 400 square-foot exemption. The total proposed floor area would be 3,656 square feet, which is 79 square feet below the maximum allowable Floor Area for the 10,200 square-foot lot, pursuant to the SROZ regulations. The maximum floor area calculation for this project is as follows:

0.500 for first 6,000 ft <sup>2</sup>	3,000 ft <sup>2</sup>
0.175 for 6,001 to 15,000 ft <sup>2</sup>	735 ft <sup>2</sup>
Total Allowable Floor Area:	3,735 ft <sup>2</sup>

The proposed project, as designed, would meet the minimum required setbacks and be 79 square feet below the maximum allowable floor area for the property.

**Neighborhood Comparison:**

Staff compared the proposed project to 34 other properties within the surrounding area. This area includes properties along both sides of North Granados Avenue, Glenmont Avenue, and Lynwood Avenue as shown on the following Map:



The properties evaluated in this comparison are located in the LMR and LR Zone and SROZ. The existing homes range in size from 894 square feet to 5,137 square feet, according to the County Assessor records. It should be noted that the County Assessor does not include the garage, covered porch area, unfinished basement or accessory building area in the total square footage. Accordingly, the building area of the proposed project has been calculated for comparison purposes by deleting the area of the proposed garage as follows:

Project Gross Building Area:	3,656 ft <sup>2</sup>
Delete Garage	- 740 ft <sup>2</sup>
<u>Project Area for Comparison to Assessor's Data:</u>	<u>2,916 ft<sup>2</sup></u>

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

<b>Table 2:</b>						
#	Property Address	Lot Size in ft <sup>2</sup> (GIS)	Existing ft <sup>2</sup> Onsite (Assessor's)	Proposed / Recently Approved ft <sup>2</sup>	Max. Allowable ft <sup>2</sup> SROZ	Zone
1	515 N Granados Ave	12,400	3,753		4,120	LR
2	519 N Granados Ave	12,200	2,631		4,085	LR
3	523 N Granados Ave	11,400	2,130		3,945	LR
4	529 N Granados Ave	11,200	1,608		3,910	LR
5	537 N Granados Ave	12,400	1,240		4,120	LR
6	545 N Granados Ave	20,400	5,137		5,520	LR
7	621 N Granados Ave	21,100	4,088		5,643	LR
8	615 Glenmont Dr	10,800	1,606		3,840	LMR
9	605 Glenmont Dr	10,800	894		3,840	LMR
10	306 Lynwood Ave	7,600	1,544	2,196	3,280	LMR
11	610 N Granados Ave	7,800	3,036		3,315	LMR
12	616 N Granados Ave	7,800	958		3,315	LMR
13	612 Glenmont Dr	10,800	3,554		3,840	LMR
14	550 Glenmont Dr	8,300	1,430		3,403	LMR
15	508 Glenmont Dr	8,200	1,668		3,385	LMR
16	514 Glenmont Dr	8,400	1,749		3,420	LMR
17	522 Glenmont Dr	8,400	3,571		3,420	LMR
18	530 Glenmont Dr	8,400	1,998		3,420	LMR
19	536 Glenmont Dr	7,800	1,569	2,929	3,315	LMR
20	505 Glenmont Dr	8,400	2,937		3,420	LMR
21	445 Glenmont Dr	8,400	1,821		3,420	LMR
22	439 Glenmont Dr	8,400	1,584		3,420	LMR
23	440 N Granados Ave	8,400	1,868		3,420	LMR
24	444 N Granados Ave	8,400	947		3,420	LMR
25	506 N Granados Ave	8,400	2,435		3,420	LMR
26	514 N Granados Ave	8,400	2,430		3,420	LMR

<b>27</b>	<b>520 N Granados Ave</b>	<b>10,200</b>	<b>1,982</b>	<b>2,916</b>	<b>3,735</b>	<b>LMR</b>
28	526 N Granados Ave	9,000	1,903		3,525	LMR
29	536 N Granados Ave	7,200	1,492		3,210	LMR
30	307 Lynwood Ave	7,100	1,793		3,193	LMR
31	543 Glenmont Dr	8,300	2,519		3,403	LMR
32	535 Glenmont Dr	8,400	2,572		3,420	LMR
33	529 Glenmont Dr	8,400	1,758		3,420	LMR
34	521 Glenmont Dr	8,400	1,585		3,420	LMR
35	515 Glenmont Dr	8,400	1,814		3,420	LMR

**Fences, Walls and Retaining Walls:**

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

Retaining walls are proposed along both sides of the driveway to create access to the proposed partially subterranean garage and pedestrian stairway access to the main entry to the residence. Tiered retaining walls are also proposed in the front-yard setback area. Other retaining walls would be constructed in the rear yard to create a tiered yard.

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

**Landscape:**

The project is subject to the current water efficient landscaping regulations of SBMC Chapter 17.56. A Landscape Documentation Package is required for new development projects with an aggregate landscape equal to or greater than 500 square feet requiring a building permit, plan check or development review. The Applicant provided a conceptual landscape plan that has been reviewed by the City's third-party landscape architect, who has recommended approval. The Applicant will be required to submit detailed construction landscape drawings that will be reviewed by the City's third-party landscape architect for conformance with the conceptual plan. In addition, the City's third-party landscape architect will perform inspections during the construction phase of the project. A separate condition has been added to require that native or drought-tolerant and non-invasive plant materials and water-conserving irrigation systems are required to be incorporated into the landscaping to the extent feasible.



#### Parking:

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. The Applicant is proposing to construct a partially-subterranean two-car garage below the residence. The property would be accessed by a modified driveway along the northern side of the property with access off of North Granados Avenue in the same general location of the existing driveway. SBMC Section 17.08.030 indicates that required parking up to 200 square feet per parking space provided in a garage is exempt from the Floor Area calculation. The proposed garage will provide two parking spaces. Two spaces are required, therefore, 400 square feet of garage area is exempt from the project's Floor Area calculation.

#### Grading:

The project includes approximately 235 cubic yards of cut, 80 cubic yards of fill, 85 cubic yards of removal and recompaction, and 155 cubic yards of export. The majority of the grading would occur within the building footprint and in the driveway to excavate the proposed partially-subterranean garage and bedroom as well as lower the existing driveway to access the proposed garage.

#### Lighting:

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

#### Usable Open Space:

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

#### Structure Development Permit Compliance:

The proposed structure would not exceed 16 feet in height above the existing grade, therefore, the project is not subject to the View Assessment requirements of SBMC Chapter 17.63. The Applicant was not required to complete the SDP process. However, the proposed construction would exceed 15 feet above the existing grade. Therefore, as a condition of approval, a height certificate prepared by a licensed land surveyor will be required prior to the framing inspection certifying that the maximum height of the proposed addition will not exceed 19.7 feet above the proposed grade or 184.1 feet above the MSL, which is the maximum proposed structure height reflected on the project plans.

**Public Hearing Notice:**

Notice of the City Council Public Hearing for the project was published in the Union Tribune more than 10 days prior to the public hearing. The same public notice was mailed to property owners and occupants within 300 feet of the proposed project site on August 31, 2017. As of the date of preparation of this Staff Report, Staff has not received any formal correspondence from neighbors or interested parties in support of, or in opposition to, the proposed project.

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

In conclusion, the proposed project, as conditioned, could be found to be consistent with the Zoning regulations and the General Plan.

**CEQA COMPLIANCE STATEMENT:**

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

**FISCAL IMPACT:** N/A

**WORK PLAN:** N/A

**OPTIONS:**

- Approve Staff recommendation adopting the attached Resolution 2017-136.
- Approve Staff recommendation subject to additional specific conditions necessary for the City Council to make all required findings for the approval of a SDP and DRP.
- Deny the project if all required findings for the DRP cannot be made.

**DEPARTMENT RECOMMENDATION:**

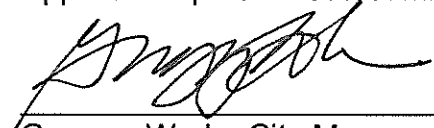
The proposed project meets the minimum zoning requirements under the SBMC, may be found to be consistent with the General Plan and may be found, as conditioned, to meet the discretionary findings required as discussed in this report to approve a DRP. Therefore, Staff recommends that the City Council:

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

2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt Resolution 2017-136 conditionally approving a DRP to construct a first-floor remodel and 1,106 square-foot addition and a 970 square-foot partially-subterranean basement-level garage and bedroom addition to an existing single-story, single-family residence with an attached, two-car garage and two-car carport, and perform associated site improvements at 520 North Granados Avenue, Solana Beach.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.



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Gregory Wade, City Manager

Attachments:

1. Resolution 2017-136
2. Project Plans

**RESOLUTION NO. 2017-136**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A DEVELOPMENT REVIEW PERMIT TO CONSTRUCT A FIRST-FLOOR REMODEL AND ADDITION AND A PARTIALLY-SUBTERRANEAN, BASEMENT-LEVEL GARAGE AND BEDROOM ADDITION TO AN EXISTING SINGLE-STORY, SINGLE-FAMILY RESIDENCE WITH AN ATTACHED TWO-CAR GARAGE AND PERFORM ASSOCIATED SITE IMPROVEMENTS ON PROPERTY LOCATED AT 520 NORTH GRANADOS AVENUE, SOLANA BEACH**

**APPLICANTS: John Freis  
CASE NO.: 17-17-08 DRP**

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

**WHEREAS**, the public hearing was conducted pursuant to the provisions of Solana Beach Municipal Code Section 17.72.030; and

**WHEREAS**, at the public hearing on September 12, 2017, the City Council received and considered evidence concerning the proposed application; and

**WHEREAS**, the City Council found the application request exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and

**WHEREAS**, this decision is based upon the evidence presented at the hearing, and any information the City Council gathered by viewing the site and the area as disclosed at the hearing.

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

1. That the foregoing recitations are true and correct.
2. That the request for a DRP to construct a first-floor remodel and 1,106 square-foot addition and a 970 square-foot partially-subterranean basement-level garage and bedroom addition to an existing single-story, single-family residence with an attached, two-car garage and two-car carport, and perform associated site improvements at 520 North Granados Avenue, is conditionally approved based upon the following Findings and subject to the following Conditions:

**ATTACHMENT 1**

### 3. FINDINGS

A. In accordance with Section 17.68.040 (Development Review Permit) of the City of Solana Beach Municipal Code, the City Council finds the following:

- I. *The proposed project is consistent with the General Plan and all applicable requirements of SBMC Title 17 (Zoning Ordinance), including special regulations, overlay zones and specific plans.*

General Plan Consistency: The project, as conditioned, is consistent with the City's General Plan designation of Low-Medium Density Residential, which allows for single-family residential development with a maximum density of three dwelling units per acre. The development is also consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

Zoning Ordinance Consistency: The project is consistent with all applicable requirements of the Zoning Ordinance (Title 17) (SBMC 17.20.030 and 17.48.040), which delineates maximum allowable Floor Area Ratio (FAR), Permitted Uses and Structures (SBMC Section 17.20.020) which provides for uses of the property for a single-family residence. Further, the project adheres to all property development regulations established for the Low-Medium Residential (LMR) Zone and cited by SBMC Section 17.020.030.

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

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

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

The property is located within the LMR Zone. Nearby properties located on the east side of North Granados Avenue are also located within the LMR Zone. Properties located on the west (opposite) side of North Granados Avenue are located within

the Low Residential (LR) Zone. The majority of nearby properties in both zones are developed with one and two-story, single-family residences and are located within the SROZ. The project site is currently developed with a single-story, single-family residence.

The project, as designed, is consistent with the permitted uses for the LMR Zone as described in SBMC Sections 17.20.010 and 17.12.020. The property is designated Low-Medium Density Residential in the General Plan and intended for single-family residences developed at a maximum density of four dwelling units per acre. The proposed development is found to be consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

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

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

The Applicant proposes to remodel the existing residence, reconstruct the existing garage and carport as habitable area, construct a 1,106 square-foot, first-floor addition, and construct a 740 square-foot partially-subterranean, two-car garage and a 230 square-foot bedroom below the existing garage and carport. Other improvements include reconfiguring the driveway to access the partially-subterranean garage.

The reconstructed garage and carport will consist of a master suite. The existing footprint of the first floor would be expanded to the west or front of the property. The proposed partially-subterranean level will consist of a two-car garage as well as a guest bedroom and bathroom with stairway access to the first floor. The proposed partially-subterranean level will not qualify as a basement, pursuant to the SROZ regulations, due to the amount of vertical exposure from the proposed grade to the floor of the level above.

A single-family residence requires two off-street parking spaces. When required spaces are provided in a garage, up to 200 square feet of floor area is exempted for each required space. Therefore, the project is afforded a 400 square-foot exemption. The total proposed floor area will be 3,656 square feet, which is 79 square feet below the maximum allowable Floor Area for the 10,200 square-foot lot, pursuant to the SROZ regulations. The maximum floor area calculation for this project is as follows:

0.500 for first 6,000 ft <sup>2</sup>	3,000 ft <sup>2</sup>
0.175 for 6,001 to 15,000 ft <sup>2</sup>	<u>735 ft<sup>2</sup></u>
Total Allowable Floor Area:	3,735 ft <sup>2</sup>

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

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

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

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

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. The Applicant will construct a partially-subterranean, two-car garage in the northwestern corner of the buildable area of the lot below the existing garage and carport. The property will be accessed by a reconfigured driveway along the northern side of the property with access off of North Granados Avenue. SBMC Section 17.08.030 indicates that required parking up to 200 square feet per parking space provided in a garage is exempt from the floor area calculation. The garage will provide two parking spaces. Two spaces are required; therefore, 400 square feet of garage area is exempt from the project's floor area calculation.

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

The project includes approximately 235 cubic yards of cut, 80 cubic yards of fill, 85 cubic yards of removal and recompaction, and 155 cubic yards of export. The majority of the grading will occur within the building footprint and in the driveway to excavate the proposed partially-subterranean garage and bedroom as well as lower the existing driveway to access the proposed garage.

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

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



- g. Usable Open Space: Recreational facilities proposed within required usable open space shall be located and designed to maintain essential open space values.*

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

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

All required permits are being processed concurrently with the Development Review Permit.

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

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

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

The proposed structure would not exceed 16 feet in height above the existing grade, therefore, the project is not subject to the View Assessment requirements of SBMC Chapter 17.63. The Applicant was not required to complete the SDP process. However, the proposed construction will exceed 15 feet above the existing grade. Therefore, as a condition of approval, a height certificate prepared by a licensed land surveyor will be required prior to the framing inspection certifying that the maximum height of the proposed addition will not exceed 19.7 feet above the proposed grade or 184.1 feet above the MSL, which is the maximum proposed structure height reflected on the project plans.

#### 4. CONDITIONS

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

- A. Community Development Department Conditions:

- I. The Applicant shall pay required Public Facilities Fees, as

established by SBMC Section 17.72.020 and Resolution 1987-36.

- II. Building Permit plans must be in substantial conformance with the architectural plans presented to the City Council on September 12, 2017, and located in the project file with a submittal date of September 31, 2017.
  - III. Prior to requesting a framing inspection, the Applicant shall be required to submit a height certification, signed by a licensed land surveyor, certifying that the building envelope is in conformance with the plans as approved by the City Council on September 12, 2017 and will not exceed 19.7 feet in height from the proposed grade or 184.1 feet above MSL.
  - IV. Any proposed onsite fences, walls and retaining walls and any proposed railing located on top, or any combination thereof, shall comply with applicable regulations of SBMC Section 17.20.040 and 17.60.070 (Fences and Walls).
  - V. The Applicant shall obtain required California Coastal Commission (CCC) approval of a Coastal Development Permit, Waiver or Exemption as determined necessary by the CCC, prior to the issuance of a grading or building permit.
  - VI. The Applicant shall submit detailed construction landscape drawings that will be reviewed by the City's third-party landscape architect and shall be in substantial conformance with the conceptual plan presented to the City Council on September 12, 2017. In addition, the City's third-party landscape architect will perform a final inspection to verify substantial conformance onsite prior to final occupancy.
  - VII. Native or drought tolerant and non-invasive plant materials and water conserving irrigation systems shall be incorporated into any proposed landscaping and compatible with the surrounding area to the extent feasible.
  - VIII. Any new exterior lighting fixtures shall be in conformance with the City-Wide Lighting Regulations of SBMC 17.60.060.
  - IX. All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities that render them detrimental to the surrounding area.
- B. Fire Department Conditions:
- I. OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION: All roadways shall be a minimum of 24 feet in width during construction and maintained free and clear, including the parking of vehicles, in accordance with the California Fire Code and the Fire Department.

- II. ADDRESS NUMBERS: STREET NUMBERS: Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: 4" high with a ½" inch stroke width for residential buildings, 8" high with a ½" stroke for commercial and multi-family residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear access doors, building corners, and entrances to commercial centers.
- III. AUTOMATIC FIRE SPRINKLERS SYSTEM: ADDITIONS: An automatic sprinkler system installed in accordance with 903.3 may be required to be installed throughout structures when the addition is more than 50% of the existing building or when the altered building will exceed a fire flow of 1,500 gallons per minute as calculated per section 507.3. The fire code official may require an automatic sprinkler system be installed in buildings where no water main exists to provide the required fire flow or where a special hazard exists such as: poor access roads, grade, bluffs and canyon rims, hazardous brush and response times greater than 5 minutes by a fire department.
- IV. AUTOMATIC FIRE SPRINKLERS: REMODELS: An automatic sprinkler system installed in accordance with section 903.3 may be required if the scope of work includes significant modification to the interior of the dwelling or the roof of the building, and the cost of the installation does not exceed 15 percent of the construction costs of the remodel. This section is not intended to require fire sprinkler retrofits for maintenance or improvements of the infrastructure around the structure. Maintenance shall be defined for this section as the normal replacement of existing fixtures. Examples of maintenance work include items such as flooring, plumbing repairs or windows. Improvements required by legislation such as the Americans with Disabilities Act (ADA) do not require fire sprinkler protection under this section.
- V. SMOKE DETECTORS/CARBON MONOXIDE ALARMS/FIRE SPRINKLER SYSTEMS: Smoke detectors/carbon monoxide alarms/fire sprinklers shall be inspected by the Solana Beach Fire Department.
- VI. CLASS "A" ROOF: All structures shall be provided with a Class "A" Roof covering to the satisfaction of the Solana Beach Fire Department.

VII. BASEMENT:

- All basements shall be designed and equipped with emergency exit systems consisting of operable windows, window wells or exit doors that lead directly outside via staircase and exit door or exit door at grade.
- Window wells/Light wells that intrude into side yard or backyard setbacks of five feet or less, shall require a hinged grating covering the window well/lightwell opening. The grating shall be capable of supporting a weight of 250lb person; yet must be able to be opened by someone of minimal strength with no special knowledge, effort or use of key or tool. Any modification of previously approved plans related to this condition shall be subject to re-submittal and review by City Staff (Fire, Building, Planning).

C. Engineering Department Conditions:

- I. Obtain an Encroachment permit in accordance with Chapter 11.20 of the Solana Beach Municipal Code, prior to the construction of any improvements within the public right-of way including, but not limited to, demolition and construction of surface improvements. All proposed improvements within the public right-of-way shall comply with City standards including, but not limited to, the Off-Street Parking Design Manual.
- II. Construction fencing shall be located on the subject property unless the Applicant has obtained an Encroachment Permit in accordance with Chapter 11.20 of the Solana Beach Municipal Code, which allows otherwise.
- III. The proposed pervious paver driveway approach within the public right-of-way shall be subject to an Encroachment Maintenance Removal Agreement (EMRA).
- IV. All construction demolition materials shall be recycled according to the City's Construction and Demolition recycling program and an approved Waste Management Plan shall be submitted.
- V. All new utility services shall be installed underground.

Grading:

- VI. Obtain a Grading Permit in accordance with Chapter 15.40 of the Solana Beach Municipal Code. Conditions prior to the issuance of a grading permit shall include, but not be limited to, the following:
  - a. The Grading Plan shall be prepared by a Registered Civil Engineer and approved by the City Engineer. On-site grading design and construction shall be in accordance with Chapter 15.40 of the Solana Beach Municipal Code.
  - b. A Soils Report shall be prepared by a Registered Soils Engineer and approved by the City Engineer. All necessary measures shall be taken and implemented to assure slope stability, erosion control and soil integrity. The Grading Plan shall incorporate all recommendations contained in the Soils Report.
  - c. The proposed drainage design for this project shall include a detention basin and a drainage system consistent with the recommendations of the drainage study prepared by the Registered Civil Engineer. This detention basin and the corresponding outflow system shall be designed and constructed so that the rate of runoff for the proposed development is the same as that of existing condition. An easement shall be recorded for maintenance of detention basins by the property owners in perpetuity, prior to final inspection.
  - d. All retaining walls and drainage structures shall be shown. Retaining walls shown on the Grading Plan shall conform to the San Diego Regional Standards or be designed by a licensed civil engineer. Engineering calculations for all designed walls with a surcharge and nonstandard walls shall be submitted at grading plan check. Retaining walls may not exceed the allowable height within the property line setback as determined by the City of Solana Beach Municipal Code. Contact the Community Development Department for further information.
  - e. The Applicant is responsible to protect the adjacent properties during construction. If any grading or other types of construction are anticipated beyond the property lines, the Applicant shall obtain a written permission from the adjoining property owners for incidental grading or construction that may occur and submit the letter to the City Engineer prior to the anticipated work.

- f. Pay Grading Plan check fee in accordance with the current Engineering Fee Schedule at initial grading plan submittal. Inspection fees shall be paid prior to issuance of the Grading Permit.
- g. Obtain and submit grading security in a form prescribed by the City Engineer.
- h. Obtain haul permit for import / export of soil. The Applicant shall transport all excavated material to a legal disposal site.
- i. Submit certification from the Engineer of Record and the Soils Engineer that all public or private drainage facilities and finished grades are functioning and are installed in accordance with the approved plans. This shall be accomplished by the Engineer of Record incorporating as-built conditions on the Mylar grading plans and obtaining signatures of the Engineer of Record and the Soils Engineer certifying the as-built conditions.
- j. An Erosion Prevention and Sediment Control Plan shall be prepared. Best management practices shall be developed and implemented to manage storm water and non-storm water discharges from the site at all times during excavation and grading activities. Erosion prevention shall be emphasized as the most important measure for keeping sediment on site during excavation and grading activities. Sediment controls shall be used as a supplement to erosion prevention for keeping sediment on site.
- k. Show all proposed on-site private drainage facilities intended to discharge water run-off. Elements of this design shall include a hydrologic and hydraulic analysis verifying the adequacy of the facilities and identify any easements or structures required to properly convey the drainage. The construction of drainage structures shall comply with the standards set forth by the San Diego Regional Standard Drawings.
- l. Post Construction Best Management Practices meeting City and RWQCB Order No. R9-2013-001 requirements shall be implemented in the drainage design.
- m. No increased cross lot drainage shall be allowed.

## 5. ENFORCEMENT

Pursuant to SBMC 17.72.120(B) failure to satisfy any and all of the above-mentioned conditions of approval is subject to the imposition of penalties as set forth in SBMC Chapters 1.1.6 and 1.18 in addition to any applicable revocation proceedings.

## 6. EXPIRATION

The Development Review Permit for the project shall expire 24 months from the date of this Resolution, unless the Applicants have obtained building permits and have commenced construction prior to that date, and diligently pursued construction to completion. An extension of the application may be granted by the City Council according to SBMC 17.72.110.

## 7. INDEMNIFICATION AGREEMENT

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

**NOTICE TO APPLICANTS:** Pursuant to Government Code Section 66020, you are hereby notified that the 90-day period to protest the imposition of the fees, dedications, reservations or other exactions described in this resolution commences on the effective date of this resolution. To protest the imposition of any fee, dedications, reservations or other exactions described in this resolution you must comply with the provisions of Government Code Section 66020. Generally the resolution is effective upon expiration of the tenth day following the date of adoption of this resolution, unless the resolution is appealed or called for review as provided in the Solana Beach Zoning Ordinance.

**PASSED AND ADOPTED** at a special meeting of the City Council of the City of Solana Beach, California, held on the 12<sup>th</sup> day of September, 2017, by the following vote:

AYES: Councilmembers –

NOES: Councilmembers –

ABSENT: Councilmembers –

ABSTAIN: Councilmembers –

\_\_\_\_\_  
MIKE NICHOLS, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk



**PROJECT INFORMATION:**  
 OWNER/ARCHITECT: JDS (FS)  
 12741 CHAPLIN AVE.  
 SOLANA BEACH, CA 92075  
 SITE ADDRESS: 620 NORTH GRANADOS AVE, SOLANA BEACH, CA 92075  
 APN: 760114418  
 MAPS: 107197  
 PROJECT: 77  
 SHEET: 27  
 SHEET: 28  
 SHEET: 29

**PROJECT SUMMARY:**  
 DETAIL EXISTING GARAGE & COURT, EXCAVATE AND CONSTRUCT A GARAGE AND PATIO AREA WITH PATIO AND COURT. REMOVE EXISTING ROOF OVER MOST OF THE EXISTING RESIDENCE. REMODEL MAIN BR OF THE EXISTING 1987 BR STRUCTURE.

**FAR CALCULATIONS TABLE:**

LOT AREA (SF)	FACTOR	TOTAL
6000 SF	0.5	3000 SF
4300 SF	0.175	752.5 SF
		<b>MAXIMUM FAR</b> 3752.5 SF

**PROPOSED FAR**

	SF	FAR SF
EXISTING HOME TO REMAIN	532	532
EXISTING HOME TO BE REMODELED	1448	1448
PROPOSED NEW LIVING AREA	1336	1336
PROPOSED GARAGE	740	340
<b>TOTAL FAR</b>		<b>3656</b>

**EARTHWORK QUANTITIES:**

CUT:	235 CY
FILL:	80 CY
CUT FOR FOOTINGS:	85 CY

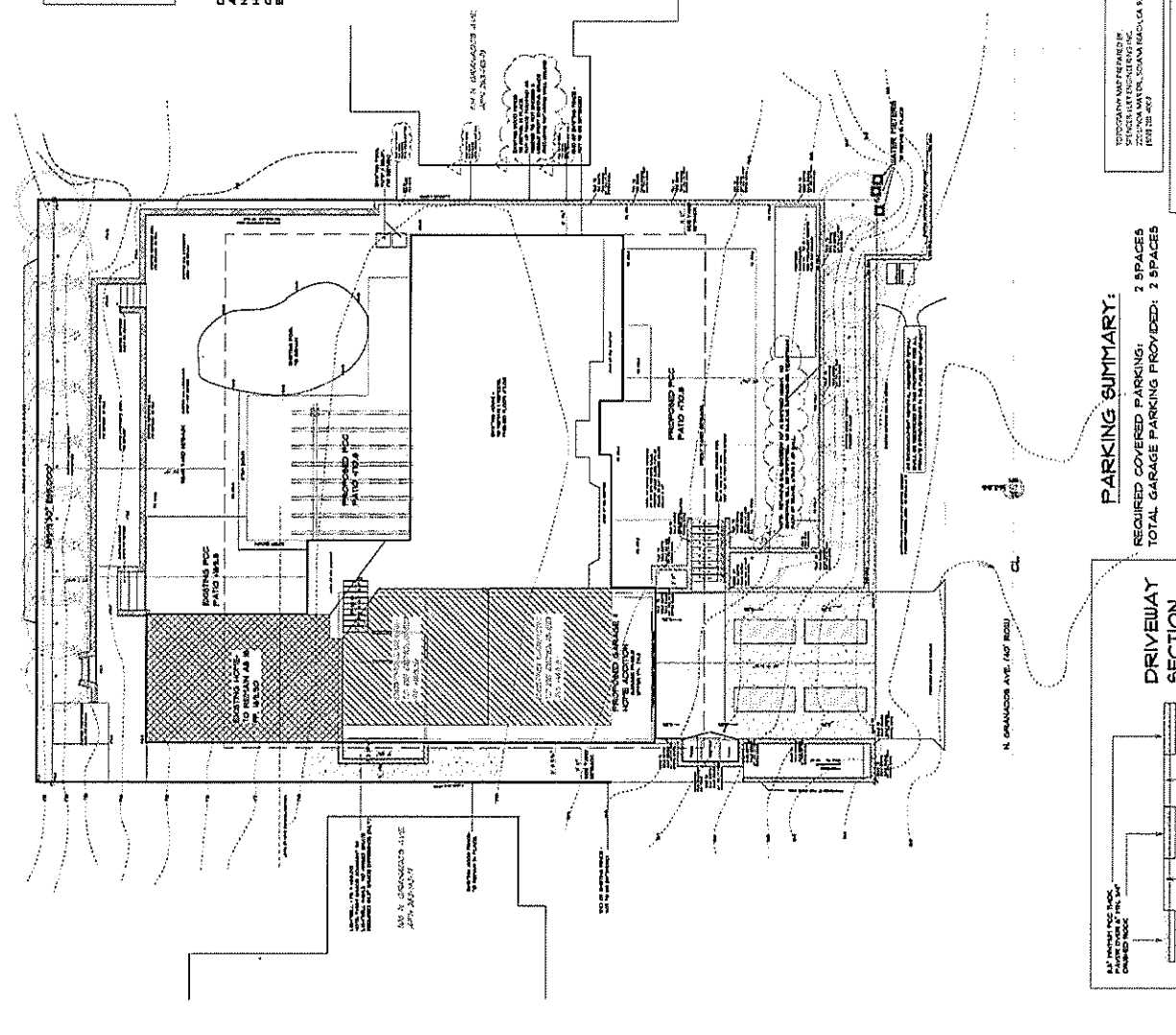
**LOT COVERAGES:**

COVERAGE TYPE	(FUNCTION) (A)	(FUNCTION) (B)
Basement Area	759	759
Basement Foundation	1889	1889
Basement Footings	113	113
Basement Slabs	786	786
Basement Walls	1030	1030
Basement Windows	1317	1317
Basement Doors	9	9
Basement Stairs	210	210
Basement Elevation	1010	1010
Basement Landscaping	398	398

AREA OF WORK (O)

	SF
Basement Area	1317
Basement Foundation	9
Basement Footings	113
Basement Slabs	786
Basement Walls	1030
Basement Windows	1317
Basement Doors	9
Basement Stairs	210
Basement Elevation	1010
Basement Landscaping	398

- SHEET INDEX:**
- 1. 100% PLAN
  - 2. 100% SECTION
  - 3. 100% ELEVATION
  - 4. FOUNDATION ELEVATION
  - 5. FOUNDATION NORTH ELEVATION
  - 6. FOUNDATION SOUTH ELEVATION
  - 7. FOUNDATION WEST ELEVATION
  - 8. FOUNDATION EAST ELEVATION
  - 9. FOUNDATION LANDSCAPE PLAN
  - 10. FOUNDATION RETENTION AREA PLAN
  - 11. FOUNDATION DETAIL PLAN



**LEGEND:**

- 100% PLAN
- 100% SECTION
- 100% ELEVATION
- FOUNDATIONS
- FOUNDATIONS TO BE REMODELED
- FOUNDATIONS TO REMAIN
- FOUNDATIONS TO BE DEMOLISHED
- FOUNDATIONS TO BE RECONSTRUCTED
- FOUNDATIONS TO BE REINFORCED
- FOUNDATIONS TO BE REPAIRED
- FOUNDATIONS TO BE REFINISHED
- FOUNDATIONS TO BE REWORKED
- FOUNDATIONS TO BE RESTORED
- FOUNDATIONS TO BE REUPGRADED
- FOUNDATIONS TO BE REPLACED
- FOUNDATIONS TO BE REMOVED
- FOUNDATIONS TO BE RELOCATED
- FOUNDATIONS TO BE REORIENTED
- FOUNDATIONS TO BE REDESIGNED
- FOUNDATIONS TO BE REENGINEERED
- FOUNDATIONS TO BE REVALUED
- FOUNDATIONS TO BE REVERSED
- FOUNDATIONS TO BE REVERTED
- FOUNDATIONS TO BE REVISED
- FOUNDATIONS TO BE REVIEWED
- FOUNDATIONS TO BE REWEAVED
- FOUNDATIONS TO BE REWIND
- FOUNDATIONS TO BE REWORN
- FOUNDATIONS TO BE REWRUN
- FOUNDATIONS TO BE REWASH
- FOUNDATIONS TO BE REWAX
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- FOUNDATIONS TO BE REWORN
- FOUNDATIONS TO BE REWRUN
- FOUNDATIONS TO BE REWASH
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**DEFINITIONS:**

NOTE: ALL FOUNDATIONS SHALL BE RECONSTRUCTED TO ORIGINAL CONDITION OR BETTER.

NOTE: ALL FOUNDATIONS SHALL BE RECONSTRUCTED TO ORIGINAL CONDITION OR BETTER.

NOTE: ALL FOUNDATIONS SHALL BE RECONSTRUCTED TO ORIGINAL CONDITION OR BETTER.

**DRIVEWAY SECTION**

The driveway section diagram shows a cross-section of the driveway. It includes a concrete subgrade, a gravel base, and a concrete surface. The diagram is labeled 'DRIVEWAY SECTION' and shows the structural details of the driveway.

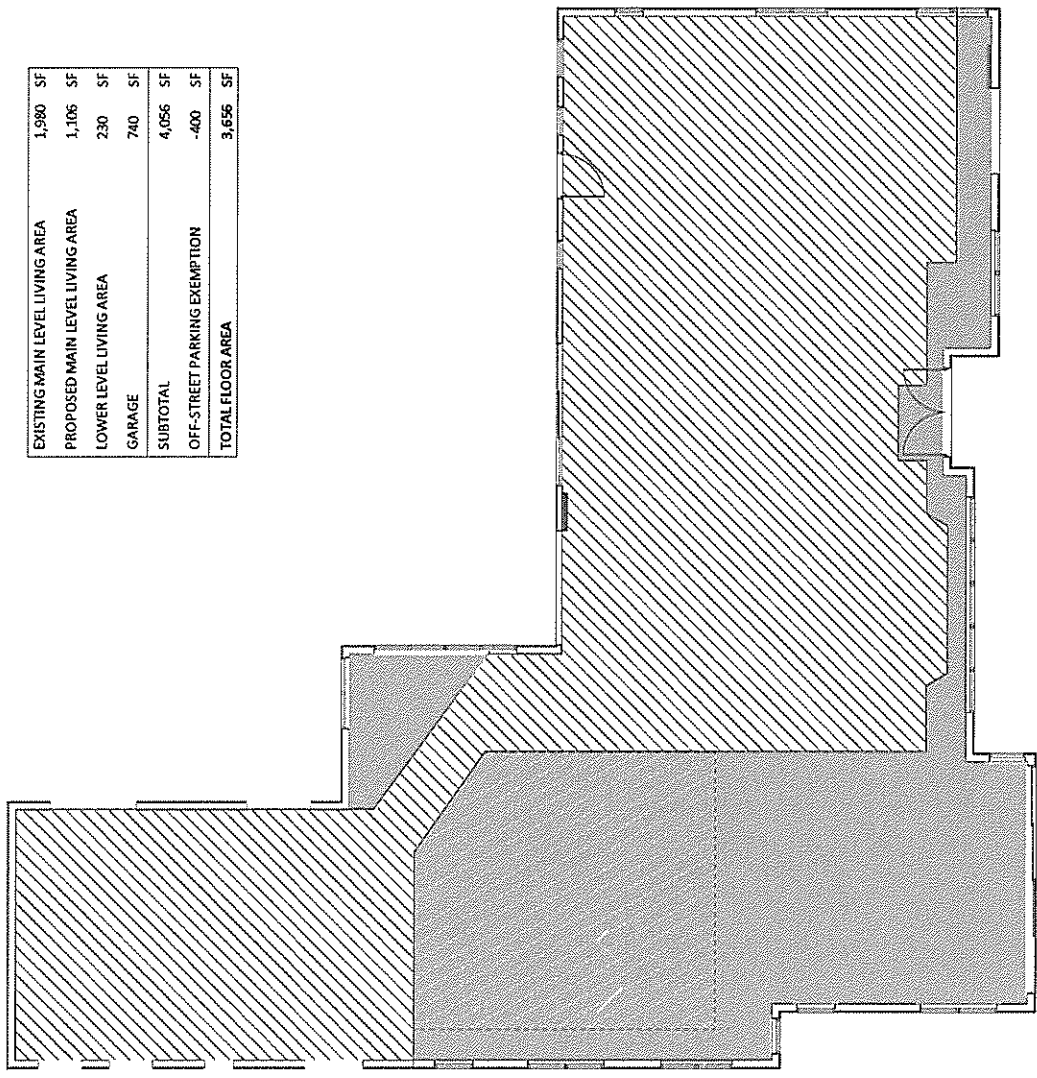
**PARKING SUMMARY:**

REQUIRED COVERED PARKING: 2 SPACES  
 TOTAL GARAGE PARKING PROVIDED: 2 SPACES

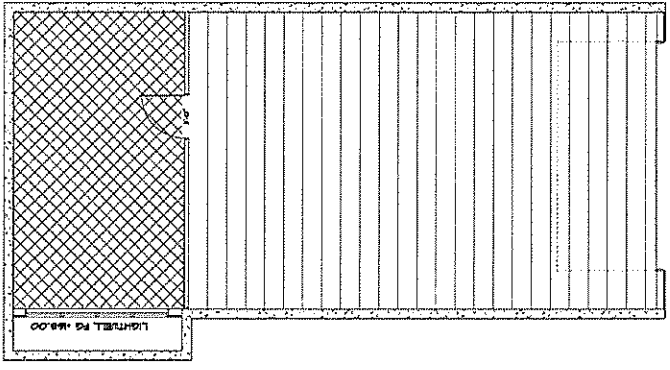
**RETENTION AREA DETAIL**

The retention area detail diagram shows a cross-section of a retention area. It includes a concrete wall, a gravel base, and a concrete surface. The diagram is labeled 'RETENTION AREA DETAIL' and shows the structural details of the retention area.

- EXISTING MAIN LEVEL LIVING AREA
- EXISTING GARAGE
- PROPOSED MAIN LEVEL LIVING AREA
- PROPOSED LOWER LEVEL LIVING AREA
- PROPOSED GARAGE

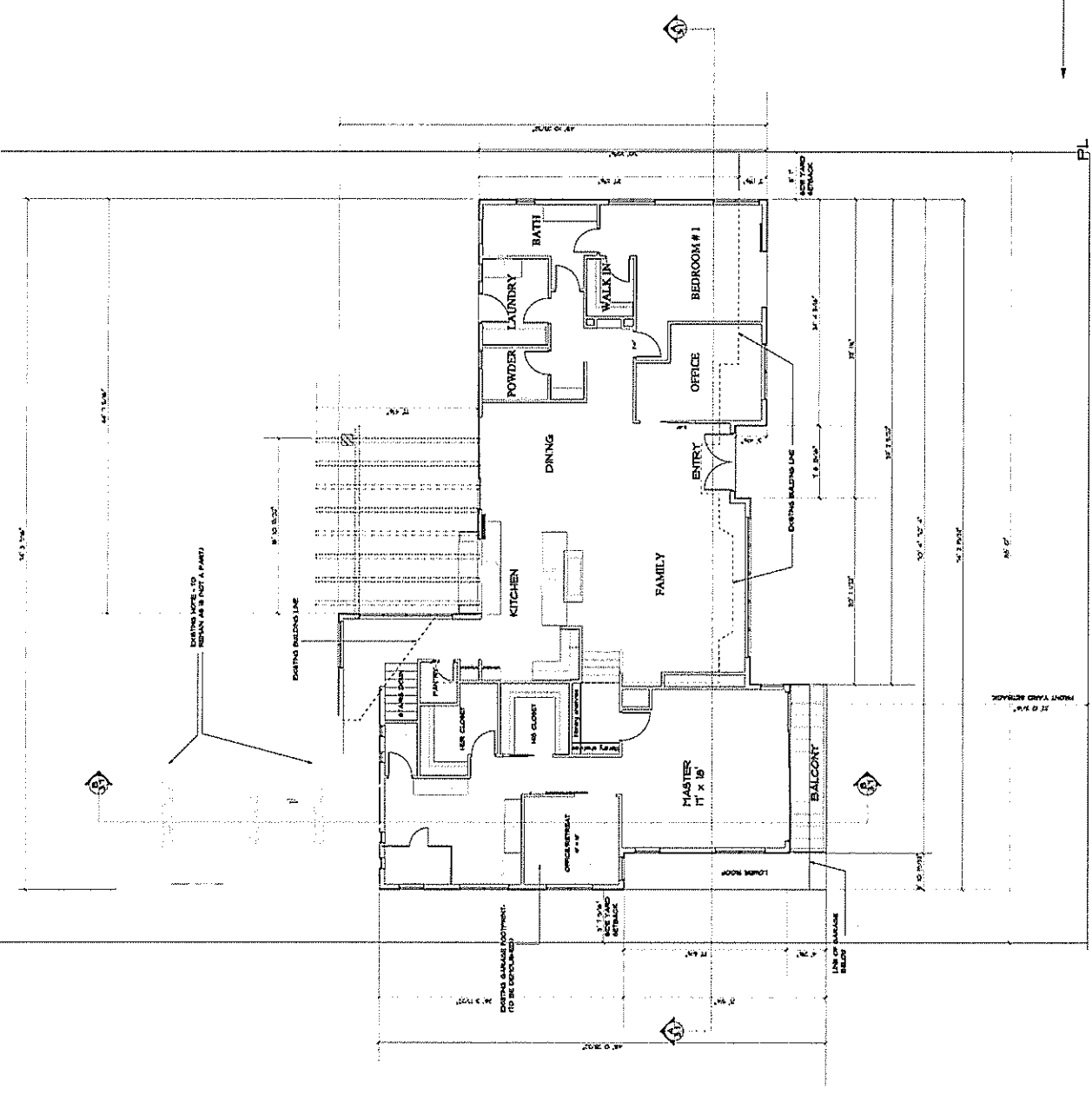


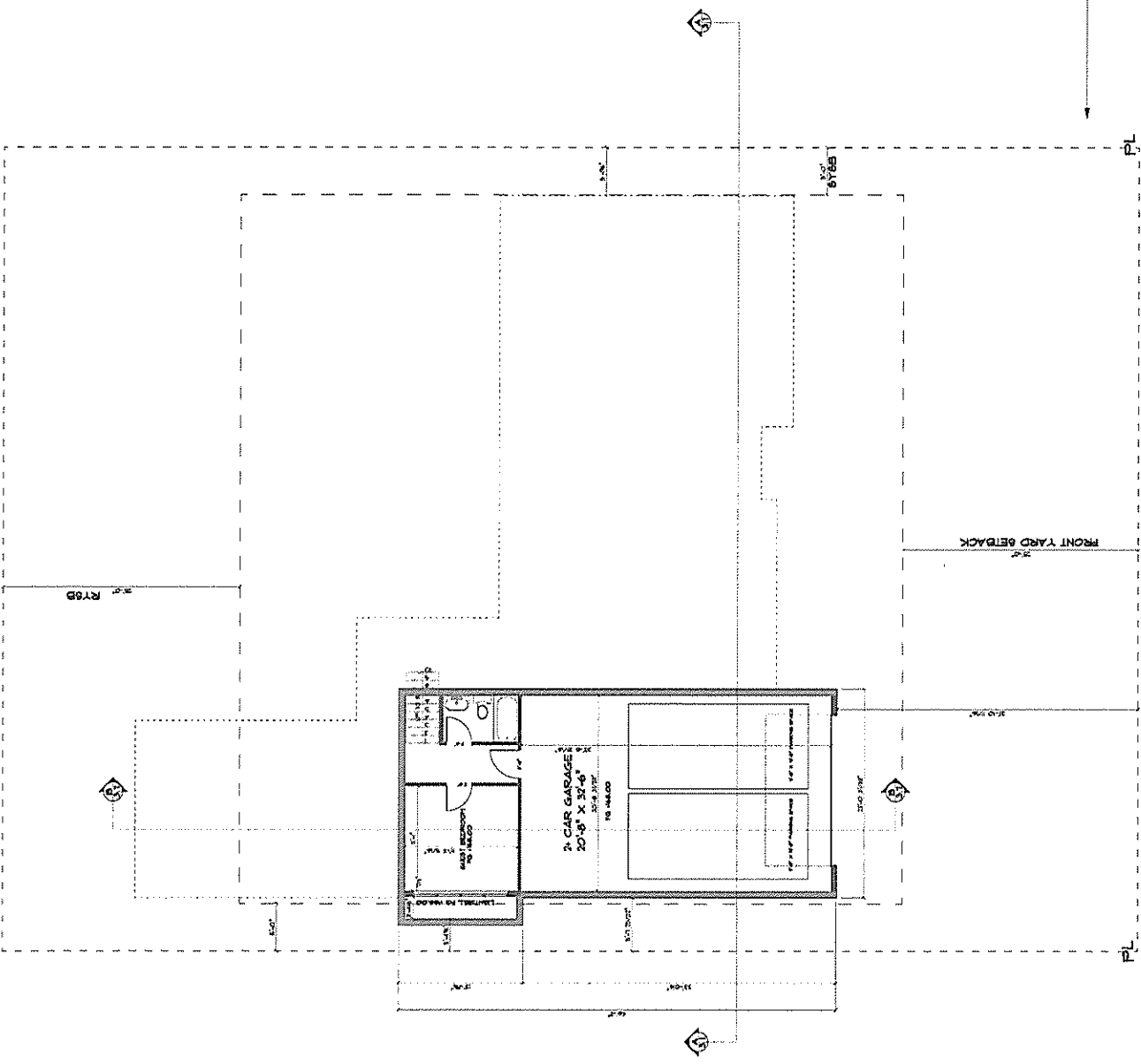
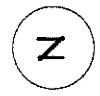
MAIN LEVEL

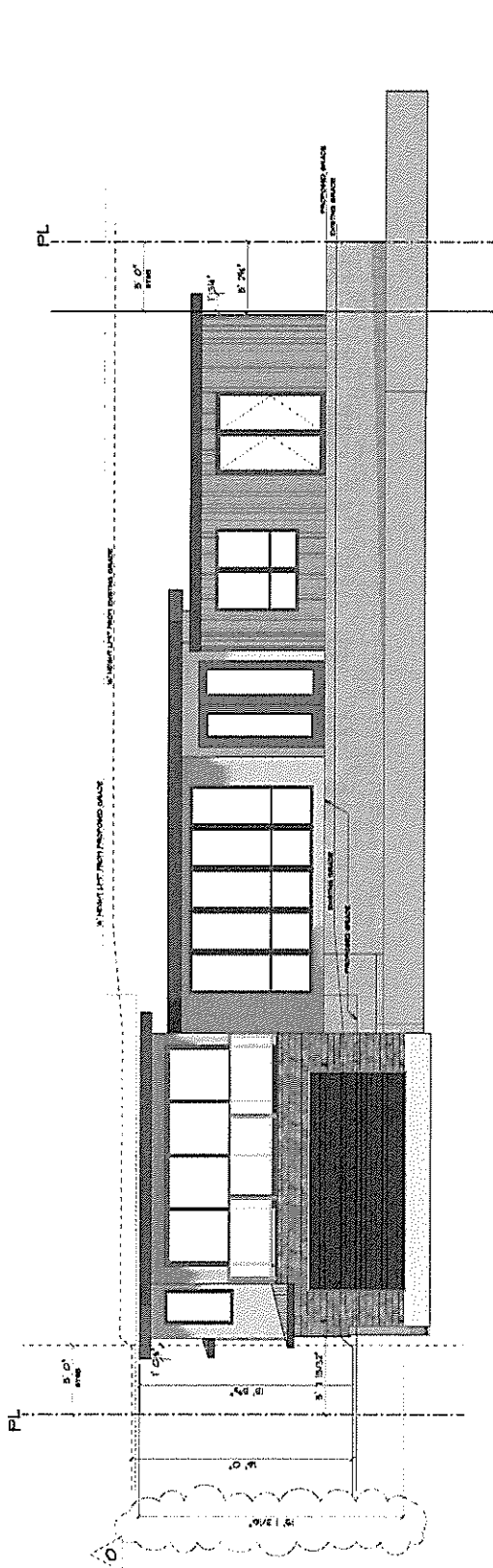


LOWER & GARAGE LEVEL

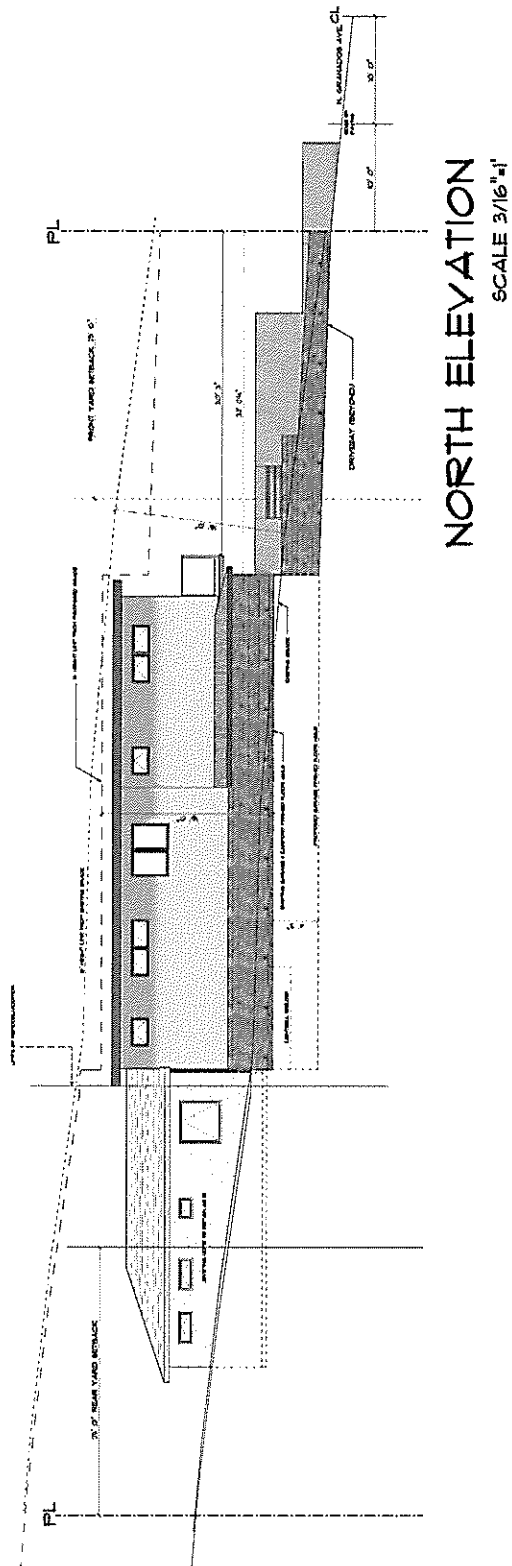
EXISTING MAIN LEVEL LIVING AREA	1,980 SF
PROPOSED MAIN LEVEL LIVING AREA	1,106 SF
LOWER LEVEL LIVING AREA	230 SF
GARAGE	740 SF
SUBTOTAL	4,056 SF
OFF-STREET PARKING EXEMPTION	-400 SF
TOTAL FLOOR AREA	3,656 SF





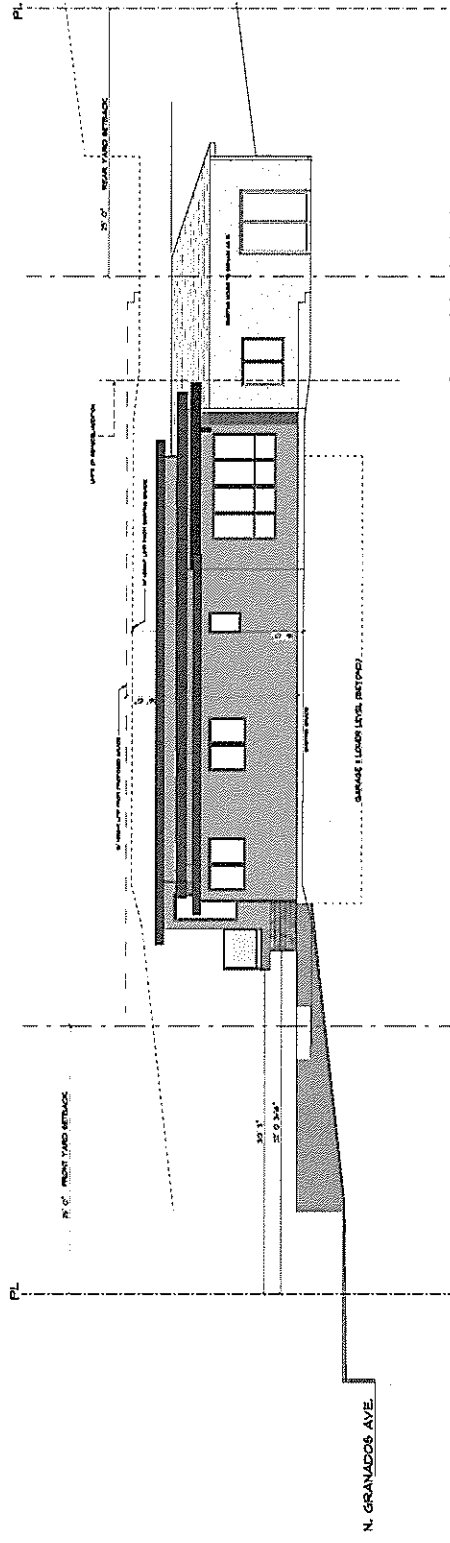


WEST ELEVATION  
 SCALE 1/4"=1'

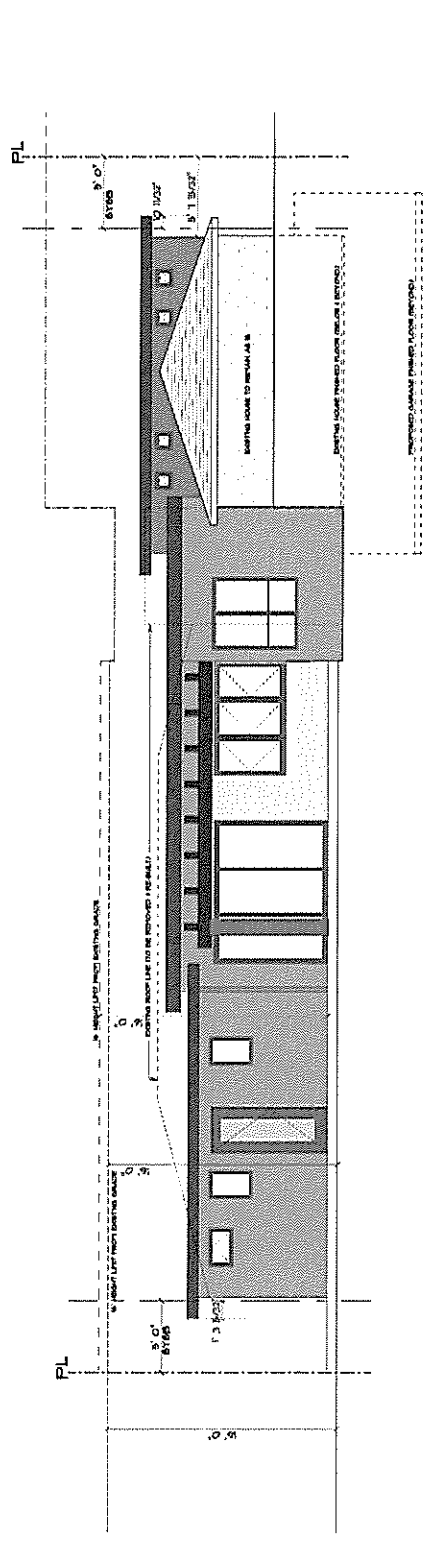


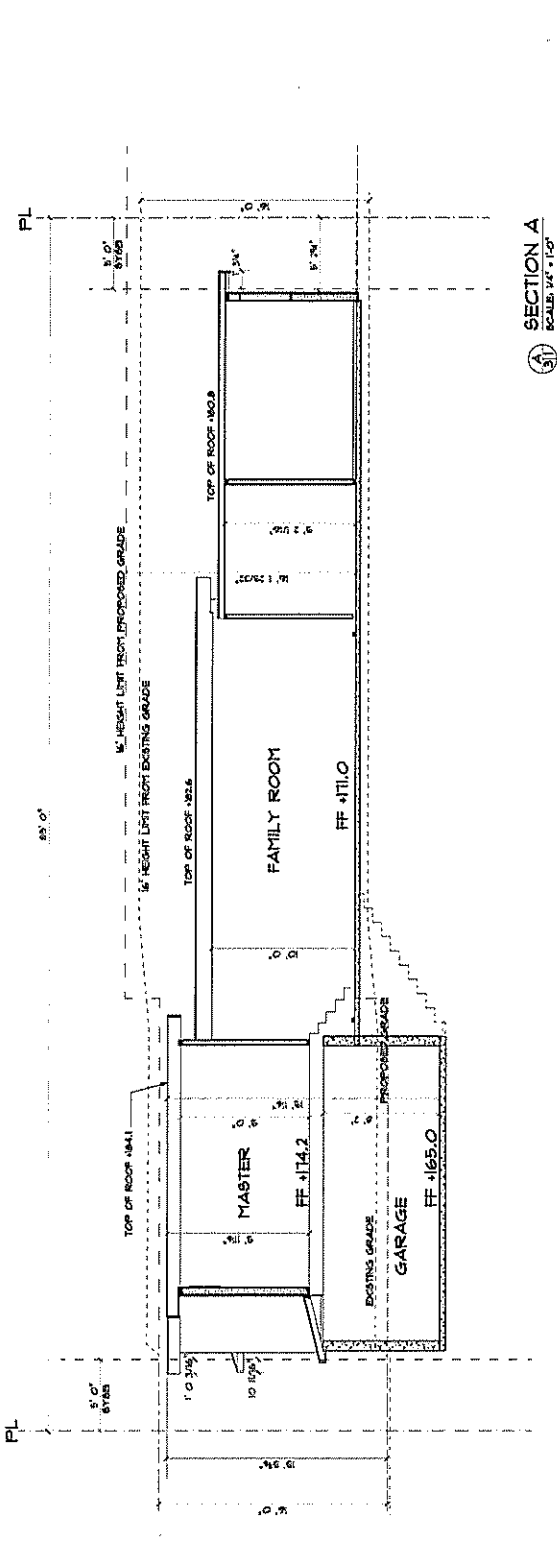
NORTH ELEVATION  
 SCALE 3/16"=1'

**SOUTH ELEVATION**  
 SCALE 3/16"=1'

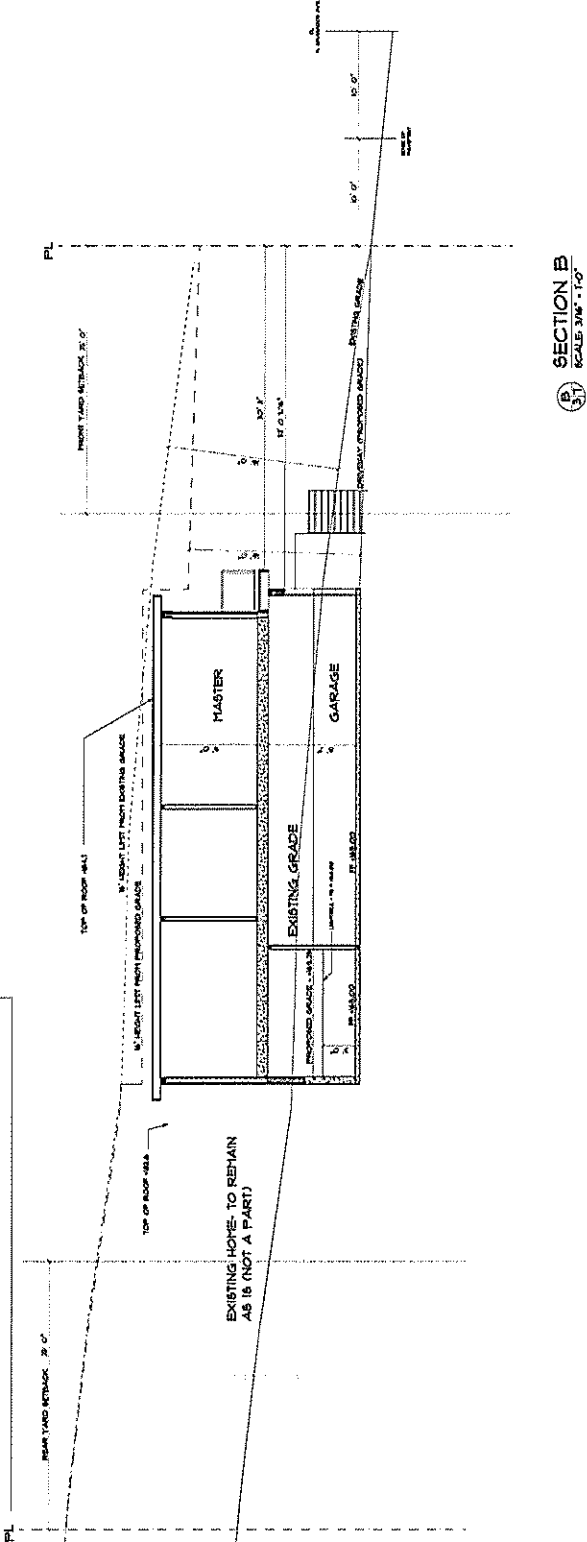


**EAST ELEVATION**  
 SCALE 1/4"=1'





SECTION A  
 SCALE: 1/4" = 1'-0"



SECTION B  
 SCALE: 3/16" = 1'-0"

**LANDSCAPE EFFICIENCY BMP NOTES:**

1. THE LANDSCAPE EFFICIENCY BMP REQUIREMENTS APPLY TO ALL NEW AND EXISTING LANDSCAPE AREAS.
2. LANDSCAPE EFFICIENCY BMP REQUIREMENTS ARE BASED ON THE FOLLOWING FACTORS:
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10. THE LANDSCAPE EFFICIENCY BMP REQUIREMENTS ARE BASED ON THE FOLLOWING FACTORS:

**DEMOLITION NOTES:**

1. THE DEMOLITION WORK IS TO BE COMPLETED BY THE DATE SHOWN ON THIS PLAN.
2. THE DEMOLITION WORK IS TO BE COMPLETED BY THE DATE SHOWN ON THIS PLAN.
3. THE DEMOLITION WORK IS TO BE COMPLETED BY THE DATE SHOWN ON THIS PLAN.
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10. THE DEMOLITION WORK IS TO BE COMPLETED BY THE DATE SHOWN ON THIS PLAN.

SYMBOL	COMMERCIAL NAME	SIZE	QTY	WUCOLS REGION	COMMON NAME
(Symbol)	FLORIDA SANDALWOOD	3' x 6'	1	LOW	
(Symbol)	FLORIDA SANDALWOOD	3' x 6'	1	LOW	
(Symbol)	FLORIDA SANDALWOOD	3' x 6'	1	LOW	
(Symbol)	FLORIDA SANDALWOOD	3' x 6'	1	LOW	
(Symbol)	FLORIDA SANDALWOOD	3' x 6'	1	LOW	

SYMBOL	COMMON NAME	SIZE	QTY	WUCOLS REGION	COMMON NAME
(Symbol)	FLORIDA SANDALWOOD	3' x 6'	1	LOW	
(Symbol)	FLORIDA SANDALWOOD	3' x 6'	1	LOW	
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(Symbol)	FLORIDA SANDALWOOD	3' x 6'	1	LOW	
(Symbol)	FLORIDA SANDALWOOD	3' x 6'	1	LOW	

COVERAGE TYPE	EXISTING (SF)	PROPOSED (SF)
Non-Landscape Area	3395	4875
Irretrievable Landscape	0	0
Plant Features	1009	1977
Irrigated Landscape	135	315
Decorative Hardscape	496	863
Aggregate Landscape Area	1835	2620

REPLACEMENT OF NEW AREA	AREA OF WORK (SF)
IRRIGATED LANDSCAPE	1377
WATER FEATURES	0
DECORATIVE HARDSCAPE	2619
Aggregate Landscape Area	3996

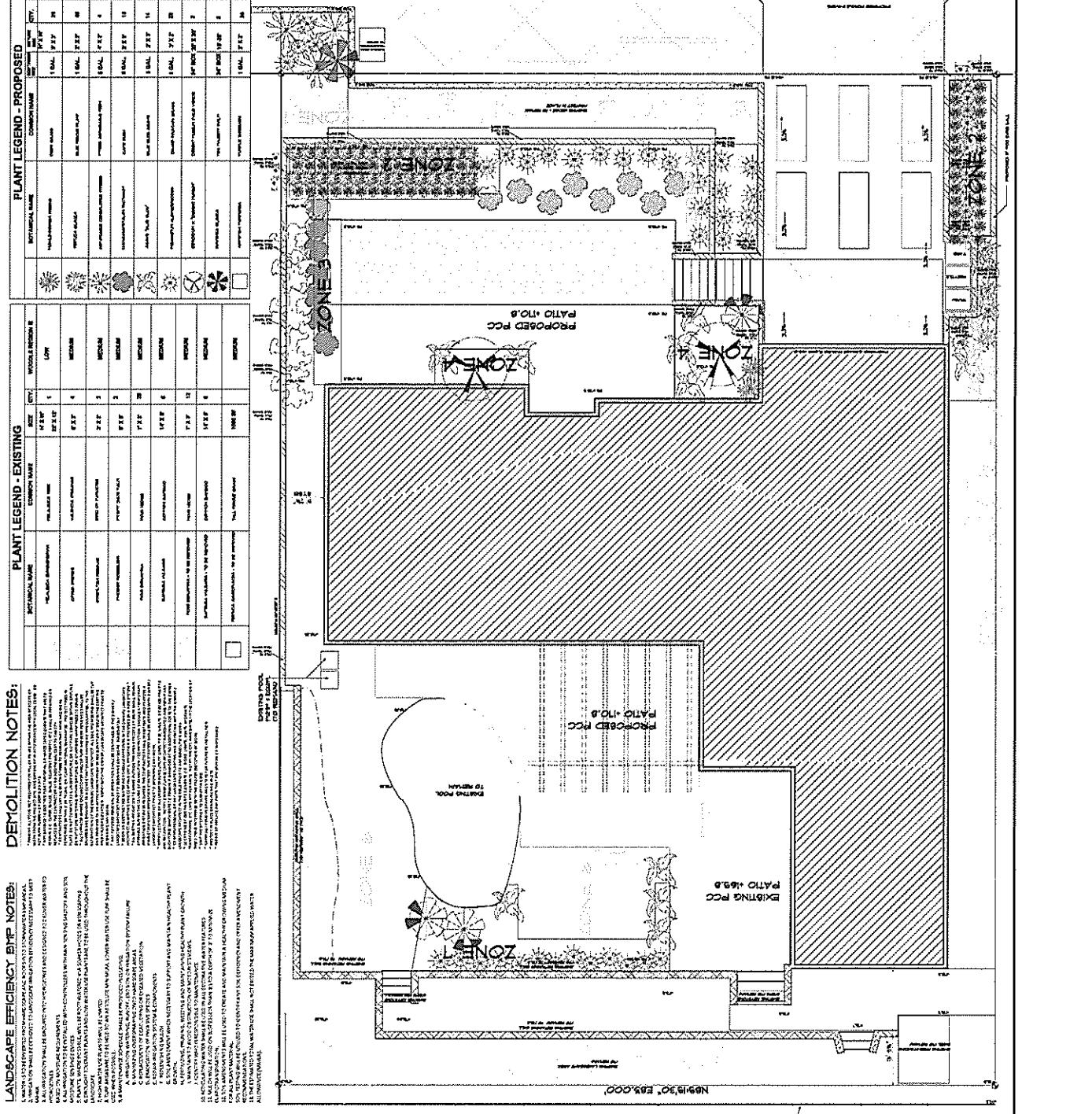
EXPLANTATION RATE (L/S)	1	2	3	4	5	6	7
Conversion Factor x 60	0.62	0.62	0.62	0.62	0.62	0.62	0.62
Area 1 (L/S) x 2	15.42	15.42	15.42	15.42	15.42	15.42	15.42
Area 2 (L/S) x 2	0.6	0.3	0.6	0.6	0.6	0.6	0.6
Irretrievable Area (L/S)	0	0	0	0	0	0	0
Area 3 (L/S) x 2	0.62	0.62	0.62	0.62	0.62	0.62	0.62
Area 4 (L/S) x 2	0.62	0.62	0.62	0.62	0.62	0.62	0.62
Area 5 (L/S) x 2	0.62	0.62	0.62	0.62	0.62	0.62	0.62
Area 6 (L/S) x 2	0.62	0.62	0.62	0.62	0.62	0.62	0.62
Area 7 (L/S) x 2	0.62	0.62	0.62	0.62	0.62	0.62	0.62
Area 8 (L/S) x 2	0.62	0.62	0.62	0.62	0.62	0.62	0.62
Area 9 (L/S) x 2	0.62	0.62	0.62	0.62	0.62	0.62	0.62
Area 10 (L/S) x 2	0.62	0.62	0.62	0.62	0.62	0.62	0.62
Total Area (L/S) x 2	26.42	26.42	26.42	26.42	26.42	26.42	26.42

**LANDSCAPE CALCULATIONS:**

NEW LANDSCAPE AREA:  
 MAWA 25'-42" X (35" X 1377) = 0 •  
 ETWUI 16-344 GALLONS

I am familiar with the requirements for landscape and irrigation plans contained in the City of Maui Ordinance 15.15, and I am certifying that the plans comply with these requirements. I am also certifying that the plans comply with the Maui Water Services Ordinance 15.15, and I am certifying that the plans comply with these requirements. I am also certifying that the plans comply with the Maui Water Services Ordinance 15.15, and I am certifying that the plans comply with these requirements.

**NOTE:**  
 REFER TO CIVIL ENGINEER'S GRADING PLANS FOR GRADE SEVERITY, FINISHED SURFACE, SPOT ELEVATION, SLOPES, DRAINAGE, PATIOS, PATIOS, HANGING MATERIALS, COLORS & TEXTURES

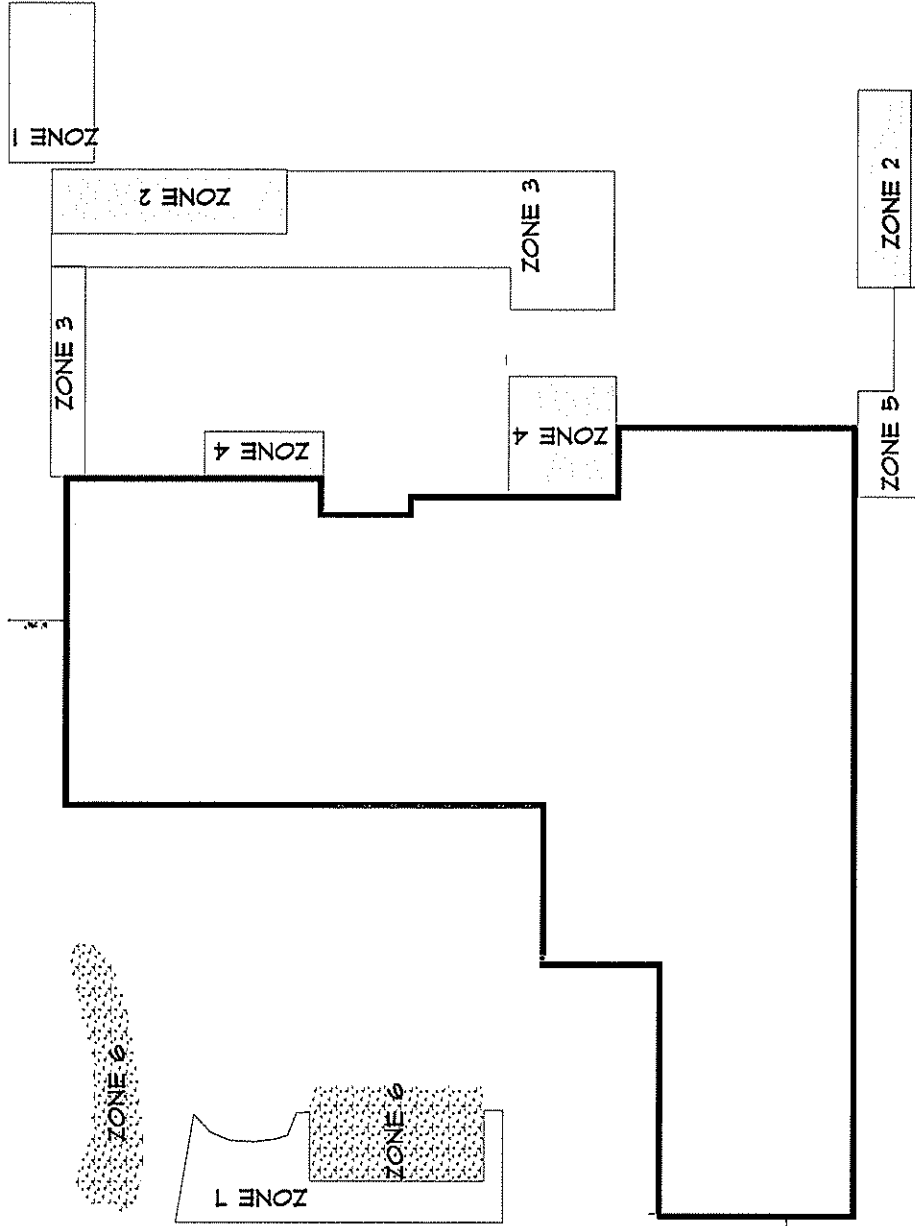




**HYDRO-ZONE TABLE**

	1	2	3	4	5	6	7
Evapotranspiration Rate (Eto)	41	41	41	41	41	41	41
Conversion Factor = .62	0.62	0.62	0.62	0.62	0.62	0.62	0.62
Line 1 x Line 2	25.42	25.42	25.42	25.42	25.42	25.42	25.42
Plant Factor (PF)	0.6	0.3	0.3	0.6	0.6	0.1	0.6
Hydrozone Area (sqft)	119	200	383	156	78	261	380
Line 4 x Line 5	71	60	115	94	47	26	108
Irrigation Efficiency (IE)	0.81	0.81	0.81	0.81	0.81	0.81	0.81
Line 6 / Line 7	88	74	162	116	58	32	133
	643						
	16344						

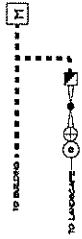
**LANDSCAPE CALCULATIONS:**  
 NEW LANDSCAPE AREA: 1382 SF  
 MAWA: 19,322 GALLONS  
 ETUW: 16,344 GALLONS



1. THE LANDSCAPE DESIGNER HAS OBTAINED THE NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SAN ANTONIO.
2. THE LANDSCAPE DESIGNER HAS OBTAINED THE NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SAN ANTONIO.
3. THE LANDSCAPE DESIGNER HAS OBTAINED THE NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SAN ANTONIO.
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7. THE LANDSCAPE DESIGNER HAS OBTAINED THE NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SAN ANTONIO.
8. THE LANDSCAPE DESIGNER HAS OBTAINED THE NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SAN ANTONIO.
9. THE LANDSCAPE DESIGNER HAS OBTAINED THE NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SAN ANTONIO.
10. THE LANDSCAPE DESIGNER HAS OBTAINED THE NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SAN ANTONIO.

**IRRIGATION EQUIPMENT LEGEND**

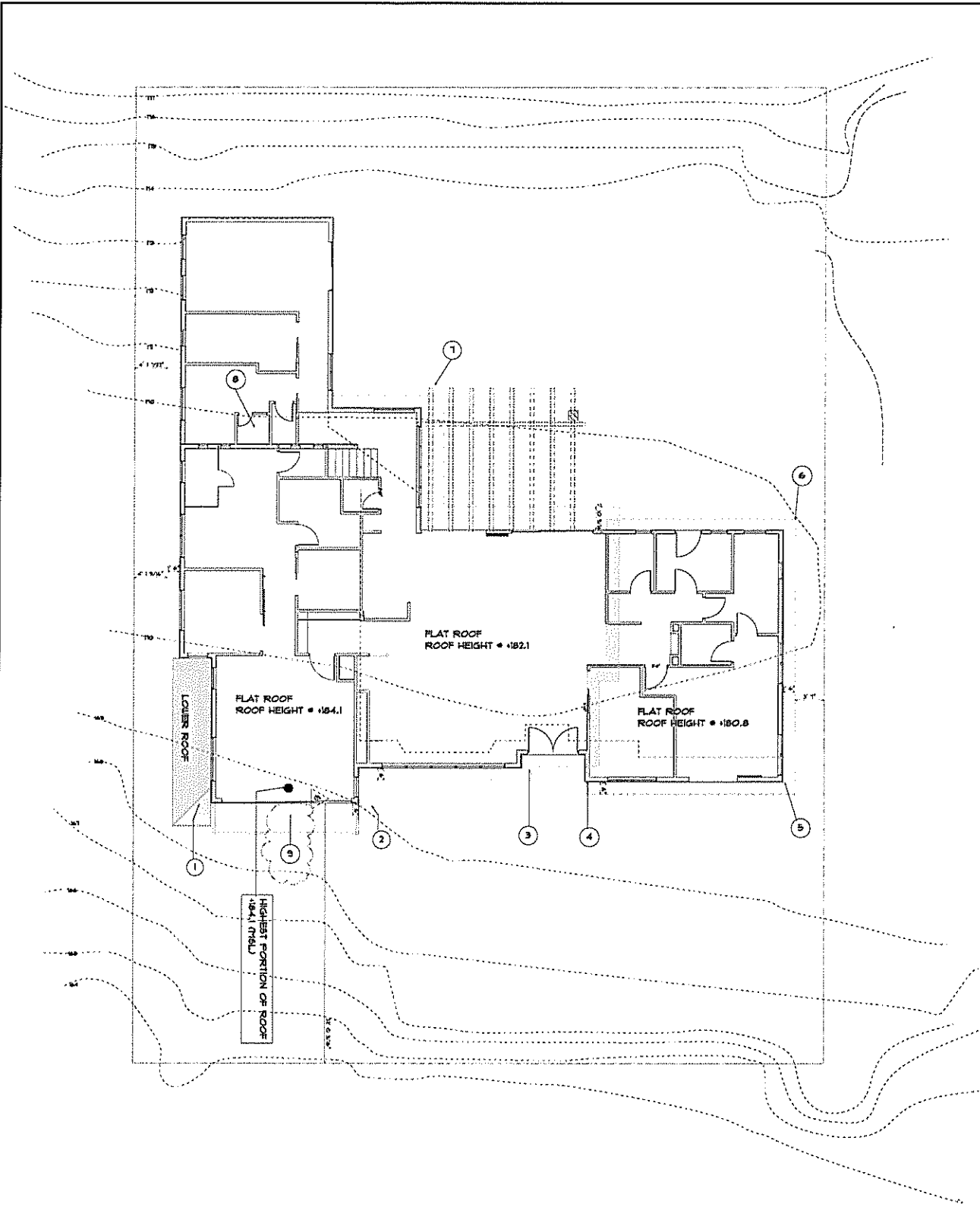
SYMBOL	DESCRIPTION
(M)	MANUAL VALVE
(V)	VALVE
(P)	PISTON
(E)	EMITTER
(S)	SPRINKLER
(C)	CONTROLLER
(L)	LINE
(B)	BURIED
(A)	APPROVED
(N)	NOT APPROVED
(D)	DIAPHRAGM
(F)	FILTER
(R)	REGULATOR
(T)	TRENCH
(W)	WATER
(G)	GAS
(O)	OTHER



**COMPLIANCE STATEMENT**  
 I, THE DESIGNER, HEREBY CERTIFY THAT THE LANDSCAPE AND IRRIGATION PLAN CONTAINED IN THIS SET OF PLANS IS IN FULL COMPLIANCE WITH ALL CITY OF SAN ANTONIO ORDINANCES AND REGULATIONS GOVERNING THE DESIGN AND INSTALLATION OF IRRIGATION SYSTEMS.

**CERTIFICATE OF COMPLETION**  
 I, THE DESIGNER, HEREBY CERTIFY THAT THE PROJECT HAS BEEN COMPLETED IN ACCORDANCE WITH THE CITY OF SAN ANTONIO ORDINANCES AND REGULATIONS GOVERNING THE DESIGN AND INSTALLATION OF IRRIGATION SYSTEMS.

**RES. STRUCT - ANTHONY IRANES**  
 12345 SAN ANTONIO, TX 78204  
 TEL: 512-555-1234



REFERENCE NUMBER	ROOF HEIGHT (F.M.S.L.)	HEIGHT AT ADJACENT FINANCE	HEIGHT AT ADJACENT SERVICE	HEIGHT AT ADJACENT GARAGE	HEIGHT AT ADJACENT PORCH
1	184.1	183.40	183.7	182.75	184.85
2	182.1	183.00	183.1	182.80	183.3
3	182.1	183.60	182.5	182.80	183.3
4	180.8	183.50	181.2	182.80	183.0
5	180.8	183.50	181.2	182.80	183.0
6	180.8	183.80	183.8	182.75	183.5
7	182.1	182.75	182.92	182.80	183.3
8	182.6	182.00	182.0	182.75	183.3
9	184.1	183.5	183.0	183.5	183.5

**ROOF CERTIFICATION NOTE:**

A HEIGHT CERTIFICATION PERFORMED BY A LICENSED LAND SURVEYOR WILL BE REQUIRED AS A CONDITION OF APPROVAL PRIOR TO FRAMING SUBMISSION.  
 NOTE: MAXIMUM ROOF HEIGHT NOT TO EXCEED +184.1 (M.S.L.)





# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** September 12, 2017  
**ORIGINATING DEPT:** Community Development Department  
**SUBJECT:** **Public Hearing: Time Extension Request for Conditional Use Permit (CUP) for a New 90-Foot Long Erodible Concrete Infill Located at the Base of the Lower Coastal Bluff Below 197 and 201 Pacific Avenue (Case No: 17-15-24) Resolution 2017-137; Applicant: Robert Monroe and Norton Sloan**

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## **BACKGROUND:**

The Applicants, Robert Monroe and Norton Sloan, are requesting a 12-month time extension to the Conditional Use Permit (CUP) originally approved on October 28, 2015 for a erodible 90-foot long erodible concrete notch infill to be placed along the coastal bluff below their properties at 197 and 201 Pacific Avenue. The infill will be approximately 45 feet in length below each property. The proposed infill will consist of a free-form erodible concrete mix and will be hand sculpted to have an earth-like appearance which will resemble, as closely as possible, the color and texture of the surrounding bluffs.

The issue before the Council is whether to adopt Resolution 2017-137 (Attachment 1) approving the Applicants' request to formally extend the project approvals as provided under the Solana Beach Municipal Code (SBMC) 17.72.110 for 12 months.

## **DISCUSSION:**

The existing properties are each developed with a two-story, single-family residence. There are three existing notch/seacave infills below the subject properties. In November 1998, the City Council adopted Resolution 1998-105 approving a 400-foot long, 16-foot high continuous sea cave infill at the base of the bluff below seven costal properties from 201 Pacific Avenue on the south through 231 Pacific Avenue on the north. The intent of that project was to fill the erosional notch to the dripline in order to prevent the dripline edge from failing onto the public beach below and exposing the clean sand

COUNCIL ACTION:

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layer above the Torrey sand stone. However, that permit expired before the Applicants received California Coastal Commission (CCC) approval. In April 2000, the City Council approved a modified version of the infill project which required the infills to be pulled back inside (landward) of the overhang with Resolution 2000-023. This project was subsequently approved by the CCC and constructed. In May 2000, the Community Development Director approved a Director's level Use Permit to authorize the filling of a 40-foot deep, 50-foot wide seacave infill along the lower bluff below 197 and 141 Pacific Avenue which is located south of the project approved under Resolution 2000-023.

Since the construction of the modified 201 through 231 Pacific Avenue project, a portion of the notch overhang collapsed and triggered the need to construct a 35-foot tall seawall along the bluffs below 211 through 231 Pacific Avenue. The Applicants are requesting the proposed notch infill in order to prevent this type of bluff failure and to avoid or delay the need for more extensive bluff stabilization, such as a seawall, at the subject properties.

The Applicants are proposing to stabilize the lower portion of the coastal bluff below the subject properties with an erodible concrete infill where the clean sand layer has not yet been exposed. The proposed infill will be approximately 90-feet long, with a volume of fill estimated at 220 cubic yards and a total surface area estimated at 1,685 square feet. The proposed design consists of a free-form, erodible concrete infill with natural appearance that is colored and textured to mimic the existing coastal bluff to the maximum extent possible. The plans for the project are attached (Attachment 2). The CUP was approved by the City Council with the adoption of Resolution 2015-118 on October 28, 2015 (Attachment 3).

The Applicants have since applied for a Coastal Development Permit (CDP) with the CCC. However, as noted in their memorandum requesting the CUP extension (Attachment 4), CCC Staff have requested that the Applicants' representatives, TerraCosta Consulting Group, provide additional information on the erodible concrete and testing methodology to ensure that the infill would erode at the same rate as the natural bluff. The Applicants have not yet reached an agreement with CCC staff on the erodible concrete or testing methodology, however, the CDP is scheduled to be heard at the October 11-13, 2017 Coastal Commission Hearing in San Diego.

The approval under Resolution 2015-118 will expire shortly after the CCC Hearing on October 28, 2017. Regardless of the CCC Hearing outcome, the Applicants would not have sufficient time to pull associated permits, satisfy conditions of approval and commence construction prior to the expiration date. Therefore, in accordance with SBMC Section 17.72.110, the Applicants applied for the extension on July 6, 2017. SBMC Section 17.72.110(B)(1) indicates that:

*One or more (but not more than a total of four) extensions may be granted not exceeding a cumulative total of 24 months after the date the original approval of the project expires. The duration of an extension shall be in an increment of 30 days. The minimum duration of an extension shall be six*

*months. The maximum duration of an extension shall not be more than 12 months. The duration of an extension shall be determined at the discretion of the issuing authority.*

The Applicants are requesting to extend the expiration by 12 months to October 28, 2018. The extension would allow the Applicants sufficient time to meet conditions of the approval, including obtaining authorization from the CCC and the associated grading permits required by the City. A memorandum from the Applicants' representative, which provides the request for a CUP extension as well as the proposed timeline summarizing how they will use the 12 month extension period to obtain the required permits and commence construction, is included in Attachment 4.

SBMC Section 17.72.110 establishes that Council action is required to review and act on a request for an extension of a CUP when Council was the original approving body. The Council may extend the approval of a project if they are able to make the seven (7) required findings, which are as follows:

- 1. The applicant has presented facts which establish that the applicant has timely and diligently pursued issuance of a building permit during the 24 month period following the issuance of the original approval for the project (or the different period set forth as a condition of approval of the project) or during the then current extension period;*
- 2. Circumstances beyond the applicant's control have intervened and prevented the applicant from obtaining the issuance of a building permit for the project prior to expiration of the 24 month period (or the expiration date established as a condition of the approval) or during the then current extension period;*
- 3. The application for the extension sets forth a reasonable and substantial factual basis for issuance of the extension;*
- 4. There is a substantial factual basis to determine that the applicant will be able to perform the actions necessary to obtain issuance of a building permit prior to expiration of the requested extension;*
- 5. The duration of the extension requested by the applicant is not longer than is reasonably necessary to perform the actions necessary to obtain the issuance of a building permit;*
- 6. There have not been any significant changes in the general plan, applicable specific plan, if any, zoning, or character of the area within which the project is located that would cause the approved project to become inconsistent, incompatible, or nonconforming therewith; and*

7. *The granting of an extension shall not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.*

If the Council can make the required findings to approve a time extension, the Applicants will complete all of the City of Solana Beach conditions required to obtain CCC authorization and begin construction.

There have not been any substantial changes to the General Plan, Zoning Ordinance or character of the area that would make the previously approved project incompatible or nonconforming. There is also no indication that the project would be detrimental to the public health, safety or welfare of the properties within the surrounding area. According to the Applicants, the delay in this matter is the result of the ongoing discussions between the Applicants' representatives and CCC staff.

Should the Council approve the extension, the Applicants will be required to comply with the conditions of the project approval from Resolution 2015-118 (Attachment 3) and commence construction no later than October 28, 2018. Should the request for an extension of the project be denied, a new application would then be required for the project.

The draft Resolution of Approval has been prepared by Staff for the consideration of the Council. The draft Resolution is based upon the information provided in this report. The Council may direct Staff to modify Resolution 2017-137 to reflect the findings and conditions it deems appropriate as a part of the public hearing process. In the alternative, if Council determines the request is to be denied, Staff will prepare a Resolution of Denial for an action to be taken at a subsequent Council meeting.

Notices of a public hearing for this project were mailed to property owners and occupants within 300 feet of the project site more than 10 days prior to the Council date. As of the date of preparation of this Staff Report, no phone calls, letters, or emails have been received by Staff in regard to the extension request.

#### **CEQA COMPLIANCE STATEMENT:**

Time Extensions are not a project as defined by CEQA. The original project was found exempt pursuant to the 2015 State of California CEQA Guidelines Sections 15301(d) and 15304(c).

**FISCAL IMPACT:** N/A

**WORK PLAN:** N/A

#### **OPTIONS:**

- Approve the requested time extension and minor modifications.

- Deny the request for a time extension and minor modifications.
- Provide direction to Staff.

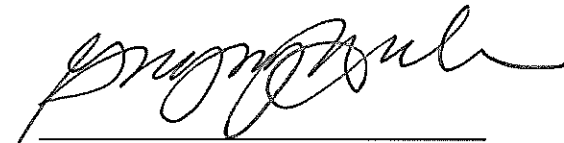
**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council:

1. Conduct the Public Hearing: Open the public hearing, Report Council disclosures, Receive public testimony, Close the public hearing.
2. If the Council can make the required findings, adopt Resolution 2017-137, approving the request for a Time Extension for approvals and entitlements in Case No. 17-15-24 and setting the expiration date on October 28, 2018.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation



---

Gregory Wade, City Manager

Attachments:

1. Resolution 2017-137
2. Approved Project Plans
3. Resolution 2015-118
4. Applicant's Extension Request/Timeline



## RESOLUTION 2017-137

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A TIME EXTENSION TO A PREVIOUSLY APPROVED CONDITIONAL USE PERMIT FOR A NEW 90-FOOT LONG ERODIBLE CONCRETE INFILL LOCATED AT THE BASE OF THE LOWER COASTAL BLUFF BELOW 197 AND 201 PACIFIC AVE IN SOLANA BEACH

**APPLICANT:** Robert Monroe and Norton Sloan  
**CASE NO.:** 17-15-24 CUP Time Extension

**WHEREAS**, Robert Monroe and Norton Sloan (hereinafter referred to as "Applicants") have submitted a request for a time extension of the approved Conditional Use Permit (CUP) for a new erodible 90-foot long notch infill to be placed along the coastal bluff below their properties at 197 and 201 Pacific Avenue, pursuant to Title 17 (Zoning), of the Solana Beach Municipal Code (SBMC); and

**WHEREAS**, the City Council adopted Resolution 2015-118 approving the project at the special October 28, 2015 City Council meeting; and

**WHEREAS**, the Applicants have requested a 12-month extension of the project approval; and

**WHEREAS**, on September 12, 2017, the City Council held a duly noticed Public Hearing to consider the time extension request; and

**WHEREAS**, the Public Hearing was conducted pursuant to the provisions of SBMC 17.72.030 of the Solana Beach Zoning Ordinance; and

**WHEREAS**, at the Public Hearing, the City Council received and considered evidence concerning the request for a Time Extension; and

**WHEREAS**, the City Council of the City of Solana Beach found that a Time Extension Request is not a project according to the State California Environmental Quality Act (CEQA) Guidelines; however, the City Council found that the original project was found exempt pursuant to the 20155 State of California CEQA Guidelines Sections 15301(d) and 15304(c); and

**WHEREAS**, this decision is based upon the evidence presented at the hearing, and any information the City Council gathered by viewing the site and the area as disclosed at the hearing.

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

1. That the foregoing recitations are true and correct.
2. That the request for a time extension of the approved Conditional Use Permit (CUP) for a new erodible 90-foot long notch infill to be placed along the coastal

bluff below their properties at 197 and 201 Pacific Avenue setting the new expiration date for October 28, 2018 is conditionally approved based on the following Findings and on all terms and conditions of Resolution 2015-117, which are in effect along with the Time Extension:

3. FINDINGS:

- A. In accordance with Section 17.72.110 (Lapse of Approval and Extensions) of the City of Solana Beach Municipal Code, the City Council finds the following:
- I. *The Applicant has presented facts which establish that the Applicant has timely and diligently pursued issuance of a building permit during the 24-month period following the issuance of the original approval for the project;*
  - II. *Circumstances beyond the Applicant's control have intervened and prevented the Applicant from obtaining the issuance of a building permit for the project prior to expiration of the 24-month period following the issuance of the original approval for the project;*
  - III. *The application for the extension sets forth a reasonable and substantial factual basis for issuance of the time extension;*
  - IV. *There is a substantial factual basis to determine that the Applicant will be able to perform the actions necessary to obtain issuance of a building permit prior to expiration of the requested extension;*
  - V. *The duration of the time extension requested by the Applicant is not longer than is reasonably necessary to perform the actions necessary to obtain the issuance of a building permit;*
  - VI. *There have not been any significant changes in the general plan, applicable specific plan, if any, zoning, or character of the area within which the project is located that would cause the approved project to become inconsistent, incompatible, or nonconforming therewith; and*
  - VII. *The granting of an extension shall not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.*

4. CONDITIONS

Prior to use or development of the property in reliance on this permit, the Applicants shall provide for and adhere to the conditions of the original project approval of Resolution 2015-118.

5. ENFORCEMENT: Pursuant to SBMC 17.72.120(B) failure to satisfy any and all of the above-mentioned conditions of approval is subject to the imposition of penalties as set forth in SBMC Chapters 1.16 and 1.18 in addition to any applicable revocation proceedings.
6. EXPIRATION: The Conditional Use Permit for the project will expire 12 months from the date of adoption of this resolution, unless the Applicants have obtained building permits and have commenced construction prior to that date, and diligently pursued construction to completion. No additional extensions of the application may be granted by the City Council.
7. INDEMNIFICATION AGREEMENT: The Applicants shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicants of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicants shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicants regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicants shall not be required to pay or perform any settlement unless such settlement is approved by the Applicants.

NOTICE TO APPLICANT: Pursuant to Government Code Section 66020, you are hereby notified that the 90-day period to protest the imposition of the fees, dedications, reservations or other exactions described in this Resolution commences on the effective date of this resolution. To protest the imposition of any fee, dedications, reservations or other exactions described in this Resolution you must comply with the provisions of Government Code Section 66020. Generally the Resolution is effective upon expiration of the tenth day following the date of adoption of this Resolution, unless the resolution is appealed or called for review as provided in the Solana Beach Zoning Ordinance.

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**PASSED AND ADOPTED** at a special meeting of the City Council of the City of Solana Beach, California, held on the 12<sup>th</sup> day of September 2017, by the following vote:

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

\_\_\_\_\_  
MIKE NICHOLS, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk

# 197 & 201 PACIFIC AVENUE NOTCH INFILL

### GENERAL NOTES

- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY, EROSION CONTROL, STORM WATER DRAINAGE, AND EARTH RETENTION. THE CONTRACTOR SHALL NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, INCLUDING ATTORNEY'S FEES, ARISING FROM HIS NEGLIGENCE OR THE NEGLIGENCE OF ANY SUBCONTRACTOR, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- NEITHER THE OWNER, NOR THE ENGINEER, NOR THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING PERMITS FROM LOCAL, STATE AND FEDERAL AGENCIES, LAWS AND REGULATIONS.
- THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT AND MAINTAIN THE EXISTING UTILITY SERVICES SHOWN ON THESE PLANS AND ANY OTHER NOT OF RECORD OR ALL UTILITIES SHOWN. THE CONTRACTOR IS REQUIRED TO PROVIDE A RECORD OF ALL UTILITIES SHOWN ON THESE PLANS TO THE ENGINEER PRIOR TO BEGINNING CONSTRUCTION.
- THE CONTRACTOR SHALL TAKE PRECAUTIONARY MEASURES TO PROTECT ALL UTILTY SERVICES WHICH REMAIN FUNCTIONAL DURING THE CONSTRUCTION PERIOD.
- THE CONTRACTOR SHALL OBTAIN AND HAVE AVAILABLE ON THE JOB SITE COPIES OF APPLICABLE STANDARDS SHOWN ON THESE PLANS, AND BE FAMILIAR WITH THEIR REQUIREMENTS.
- ALL CONSTRUCTION SHALL CONFORM TO ALL LOCAL CODES, ORDINANCES, RESTRICTIONS AND OSHA REQUIREMENTS.
- THE CONTRACTOR SHALL FELD VERIFY THE DIMENSIONS OF ALL EXISTING FACILITIES, THE LOCATIONS OF ALL EXISTING UTILITIES, AND ALL OTHER CONDITIONS PRIOR TO COMMENCING CONSTRUCTION.
- NOTES AND DETAILS ON THE PLANS SHALL TAKE PRECEDENCE OVER THESE GENERAL NOTES IN ALL INSTANCES.
- WHERE NO CONSTRUCTION DETAILS ARE SHOWN OR NOTED FOR ANY PART OF THE WORK, SUCH DETAILS SHALL BE THE SAME AS FOR SIMILAR WORK SHOWN ON THE PLANS ON THE SAN DIEGO REGIONAL DRAWINGS.
- UPON COMPLETION OF EACH DAY'S WORK, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LEAVING THE WORK AREA FREE OF HAZARDS, AND SHALL PROVIDE ALL NECESSARY TEMPORARY EROSION CONTROL, STORM WATER DRAINAGE, AND EARTH RETENTION MEASURES.
- THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO LOCATE AND PROTECT ANY UNDERGROUND OR CONCEALED CONDUIT, PIPING OR OTHER UTILITIES WHERE NEW WORK IS BEING PERFORMED. BEFORE EXCAVATING, VERIFY LOCATION OF UNDERGROUND UTILITIES. ... CONTRACTOR: ...
- UNDERGROUND SERVICE ALERT: 800-227-8800
- CITY OF SOLANA BEACH PUBLIC WORKS: 659-720-7470
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS BEFORE STARTING WORK, AND HE SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ALL WORK SHOWN IS BUILT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES BEFORE DOING ANY WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TEMPORARY EROSION CONTROL, STORM WATER DRAINAGE, AND EARTH RETENTION MEASURES FROM ANY EROSION AND SLOPE STABILIZATION OPERATIONS BY APPROPRIATE MEANS (SAND BAGS, TEMPORARY DESLINGING BASINS, DICES, SHORING, ETC.) UNTIL SUCH TIME THAT THE PROJECT IS COMPLETED AND ACCEPTED FOR MAINTENANCE BY THE OWNER.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD AT (659) 573-6900 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
- THE CONTRACTOR SHALL KEEP ACCURATE AND LEGIBLE RECORDS ON A SET OF PROJECT RECORDS THROUGHOUT THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE TO FIELD ACCEPTANCE, THE CONTRACTOR SHALL BEAR THE RESPONSIBILITY FOR THE RECORDS TO THE ENGINEER.
- A CONSTRUCTION EXCAVATION OR ENCROACHMENT PERMIT FROM THE CITY ENGINEER WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT-OF-WAY.
- APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL A VAUP PERMIT HAS BEEN ISSUED.
- ALL OPERATIONS CONDUCTED ON THE PREMISES, INCLUDING THE WALKING UP, REPAIR, ARRIVAL DEPARTURE OR RETURN OF TRUCKS, EXCAVATING EQUIPMENT, CONSTRUCTION EQUIPMENT AND OPERATIONS SHALL BE CONDUCTED ON THE PREMISES ON FRIDAY AND NO EXCAVATING OR CRACKING TO BE PERFORMED ON SATURDAYS, SUNDAYS OR HOLIDAYS WITHOUT THE WRITTEN PERMISSION OF THE CITY ENGINEER.
- NOTWITHSTANDING THE MINIMUM STANDARDS SET FORTH IN THE EXCAVATION AND GRADING CODE, THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS TO PROTECT THE ADJACENT PROPERTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION OF DAMAGE TO THE ADJACENT PROPERTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION OF DAMAGE TO THE ADJACENT PROPERTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION OF DAMAGE TO THE ADJACENT PROPERTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION OF DAMAGE TO THE ADJACENT PROPERTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION OF DAMAGE TO THE ADJACENT PROPERTY.

### EROSION CONTROL NOTES

- STORM WATER AND NON-STORM WATER DISCHARGE CONTROL: BEST MANAGEMENT PRACTICES SHALL BE DEVELOPED AND IMPLEMENTED TO MANAGE STORM WATER AND NON-STORM WATER DISCHARGES FROM THE SITE AT ALL TIMES DURING EXCAVATION AND GRADING ACTIVITIES.
- EROSION AND SEDIMENT CONTROL: EROSION PREVENTION SHALL BE EMPHASIZED AS THE PRIMARY MEANS OF EROSION CONTROL. SEDIMENT CONTROLS SHALL BE USED AS A SUPPLEMENT TO EROSION PREVENTION FOR KEEPING SEDIMENT ON SITE.
- APPROVED LANDSCAPE PLANS:
- THE TOPS OF ALL SLOPES SHALL BE Diked OR TRINCHED TO PREVENT WATER FLOWING OVER CRESTS OF SLOPES.
- THE CONTRACTOR SHALL REPAIR ANY GROVED SLOPES AS DIRECTED BY THE OFFICE OF THE CITY ENGINEER.
- THE CONTRACTOR SHALL SWEEP ROADWAYS AND ENTRANCES TO AND FROM THE SITE ON A REGULAR BASIS TO KEEP THEM FREE OF SOIL ACCUMULATION AND AT ALL OTHER TIMES DIRECTED BY THE CITY ENGINEER.
- THE CONTRACTOR SHALL DUST PROTECT ROADS AND MAINTAIN OPERATIONS OR EXCESSIVE WIND DUST CREATED FROM GRADING AND SOIL ACCUMULATION.
- IN THE EVENT SILT DOES ENTER THE EXISTING PUBLIC STORM DRAIN SYSTEM, REMOVAL OF THE SILT FROM THE SYSTEM WILL BE AT THE CONTRACTOR'S EXPENSE.

### WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND SPECIFICATIONS:

THIS PROJECT SHALL GENERALLY CONSIST OF ALL WORK NECESSARY TO CONSTRUCT THE SHORING PROTECTION IMPROVEMENTS BELOW THE SUBJECT PROPERTY AS SHOWN ON THESE CONSTRUCTION DRAWINGS.

UPON COMPLETION OF THE WORK, THE ENTIRE SITE SHALL BE CLEARED OF EQUIPMENT, MATERIALS, DEBRIS AND EXCESSIVE SOILS. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ALL DAMAGE TO THE ADJACENT PROPERTY AND NECESSARY TO PERFORM THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

### OWNER/DEVELOPER CERTIFICATE

WE, ROBERT MONROE AND NOREEN SLOAN, AS OWNERS OF THE PROPERTIES DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT THESE PLANS HAVE BEEN PREPARED BY OUR FULLY LICENSED PROFESSIONAL ENGINEER AND THAT WE HAVE ACCEPTED THE TERMS AND CONDITIONS CONTAINED HEREIN AND AS AUTHORIZED BY RESOLUTION ON THIS GRADING PLAN.

IT IS AGREED THAT FIELD CONDITIONS MAY REQUIRE CHANGES TO THESE PLANS.

IT IS FURTHER AGREED THAT THE OWNERS SHALL HAVE A REGISTERED CIVIL ENGINEER MAKE DETERMINATIONS AS NECESSARY AND RESPONSIBLE FOR THE PROPER COMPLETION OF THE IMPROVEMENTS.

WE FURTHER AGREE TO COMMENCE WORK ON ANY IMPROVEMENTS SHOWN ON THESE PLANS WITHIN EXISTING CITY RIGHT-OF-WAY WITHIN 60 DAYS AFTER ISSUANCE OF THE CONSTRUCTION PERMIT. ANY DELAYS IN COMMENCING WORK SHALL BE THE RESPONSIBILITY OF THE OWNER AND SHALL BE SUBJECT TO PENALTIES AS PROVIDED IN THE CITY ENGINEER'S CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DELAYS IN COMMENCING WORK OR UNDER OUR CONTROL.

### ENGINEER OF WORK AS-BUILT CERTIFICATE

I, WALTER CRAMPTON, HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CARE OVER THE DESIGN AND CONSTRUCTION OF THIS PROJECT, AND THAT I AM NOT PROVIDING ANY PROFESSIONAL DESIGN OR CONSULTING SERVICES IN CONNECTION WITH CURRENT STANDARDS AND CITY OF SOLANA BEACH RESOLUTION NO. 10.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SOLANA BEACH IS CONTINUED TO A REVIEW ONLY AND DOES NOT RELIEVE ME OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

SIGNED: 2/17/12 DATE: 12-31-17  
 R.C.E. NUMBER: 23792 EXP.  
 ADDRESS: 3890 MURPHY CANYON ROAD, SUITE 200, SAN DIEGO, CA 92123  
 TELEPHONE: (659) 573-6900

### ENGINEER OF WORK AS-BUILT CERTIFICATE

I, WALTER CRAMPTON, HEREBY DECLARE THAT THE PREPARATION OF THESE AS-BUILT DRAWINGS AND THAT THE INFORMATION SHOWN IS BASED ON ACTUAL SITE INVESTIGATIONS AND SURVEYS OF THE IMPROVEMENTS BETWEEN THE DATES OF THESE PLANS PROVIDE AN ACCURATE AND CORRECT REPRESENTATION OF THE AS-BUILT CONDITIONS.

SIGNED: DATE: 12-31-17  
 R.C.E. NUMBER: 23792 EXP.  
 ADDRESS: 3890 MURPHY CANYON ROAD, SUITE 200, SAN DIEGO, CA 92123  
 TELEPHONE: (659) 573-6900

### SOIL ENGINEER CERTIFICATE

I, WALTER CRAMPTON, A REGISTERED GEOTECHNICAL ENGINEER OF THE STATE OF CALIFORNIA, PRINCIPALLY DOING BUSINESS IN THE FIELD OF APPLIED SOIL MECHANICS, HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SITE WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION ON FEBRUARY 22, 2012 AND JULY 2012. I HAVE REVIEWED THE PROJECT DESIGN AND GRADING SHOWN HEREIN IS ACCORDING TO THE CURRENT CALIFORNIA FOUNDATION AND SOILS AND FOUNDATION ENGINEERING REQUIREMENTS FOR THE PROJECT. THE COMPLETE COPY OF THE GEOTECHNICAL RECORDS FOR THIS PROJECT, WITH MY RECOMMENDATIONS, HAS BEEN SUBMITTED TO THE OFFICE OF THE CITY ENGINEER.

SIGNED: DATE: 12-31-17  
 R.C.E. NUMBER: 23792 EXP.  
 ADDRESS: 3890 MURPHY CANYON ROAD, SUITE 200, SAN DIEGO, CA 92123  
 TELEPHONE: (659) 573-6900

### SOIL ENGINEER AS-BUILT CERTIFICATE

TO THE BEST OF MY KNOWLEDGE AND EXPERIENCE THE GRADING CONFORMS WITH THE REQUIREMENTS OF THE CALIFORNIA FOUNDATION AND SOILS AND FOUNDATION ENGINEERING CODES. ANY CHANGES OR DEVIATIONS FROM THE PLANS DUE TO UNFORESEEN FIELD CONDITIONS HAVE BEEN IDENTIFIED IN THE FINAL SOILS REPORT FOR THE PROJECT. ONE COMPLETE COPY OF THE GEOTECHNICAL RECORDS FOR THIS PROJECT, WITH MY RECOMMENDATIONS, HAS BEEN SUBMITTED TO THE OFFICE OF THE CITY ENGINEER.

SIGNED: DATE: 12-31-17  
 R.C.E. NUMBER: 23792 EXP.

### STANDARD REQUIREMENTS

- ALL WORK, UNLESS OTHERWISE SPECIFIED, SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION AND SUPPLEMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SAN DIEGO REGIONAL ENGINEERING CONSTRUCTION STANDARDS.

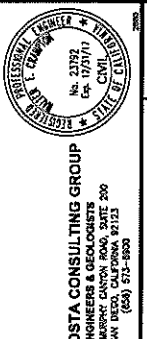
### ASSESSOR PARCEL NUMBERS / ADDRESSES

263-323-04-00 301 PACIFIC AVENUE  
 263-323-05-00 197 PACIFIC AVENUE

### CALIFORNIA COASTAL COMMISSION COMPLIANCE

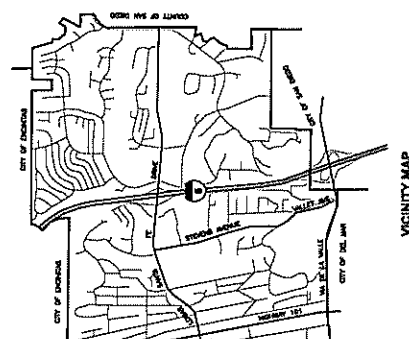
SEE CALIFORNIA COASTAL COMMISSION COMPLIANCE NOTES ON SHEET 2 OF THESE DRAWINGS FOR PROJECT REQUIREMENTS PRIOR TO INITIATING THE WORK DEPICED ON THESE DRAWINGS.

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	SPECIAL PROVISIONS
3	SITE PLAN & PROPOSED REPAIR
4	PHOTO PROFILE & SURVEYED SECTIONS
5	EXISTING & PROPOSED SECTIONS
6	SITE ACCESS / STAGING & PHASING



TERRACOSTA CONSULTING GROUP  
 ENGINEERS & ARCHITECTS  
 395 TOWN & COUNTRY BLVD. #200  
 SAN DIEGO, CALIFORNIA 92123  
 (659) 573-5900

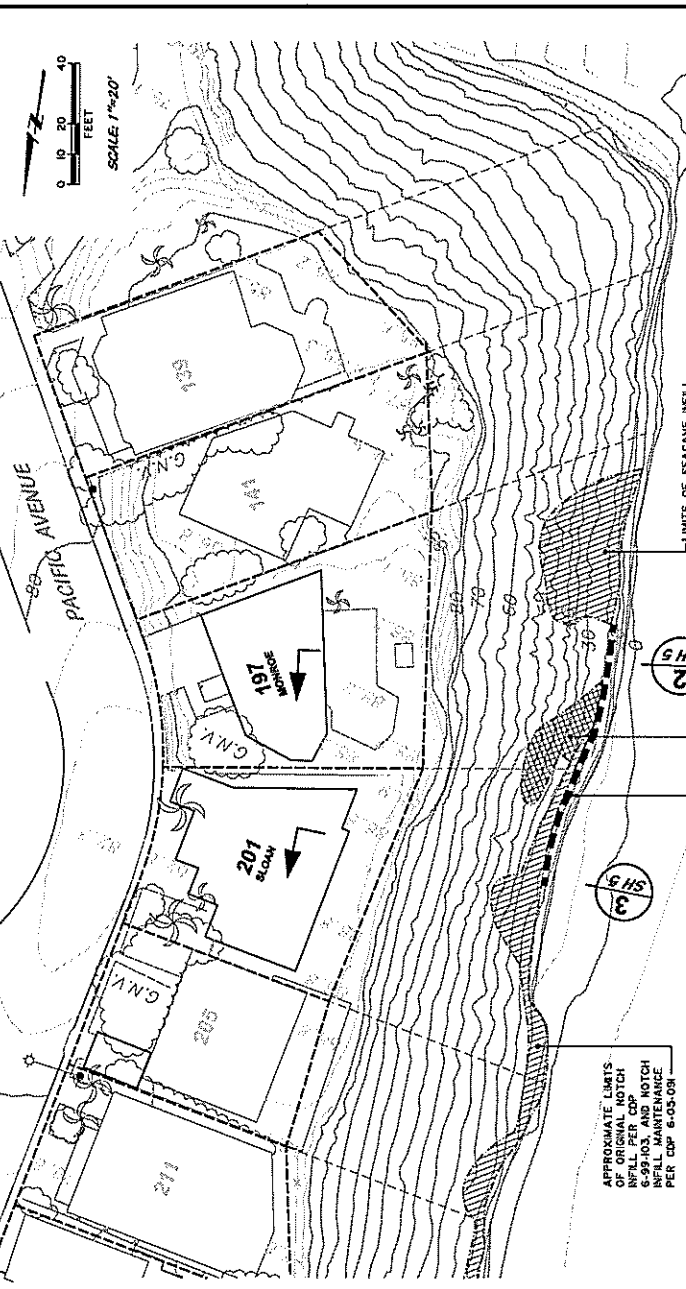
DRAWING NO. SBGR-  
 197 AND 201 PACIFIC AVENUE  
 NOTCH INFILL  
 SHEET 1 OF 6



APPROVED FOR CONSTRUCTION	RECOMMENDED FOR APPROVAL	CITY APPROVED CHANGES	APPROVAL DATE	CITY APPROVED CHANGES	APPROVAL DATE	APPROVED FOR CONSTRUCTION	RECOMMENDED FOR APPROVAL
By: Mohammed Stamm, City Engineer R.C.E.: 27148 Exp. 08-30-18	By: [Signature]	By: [Signature]	1-21-17	By: [Signature]	12/21/17	By: Walter F. Crampton R.C.E.: 23792 Exp. 12/31/17	By: [Signature]



NOTE: IF DRAWING IS NOT FULL SIZE (24x36) THEN REDUCE SCALE APPROPRIATELY  
 ORIGINAL SCALE IN INCHES FOR REDUCED PLANS  
 0 1 2 3

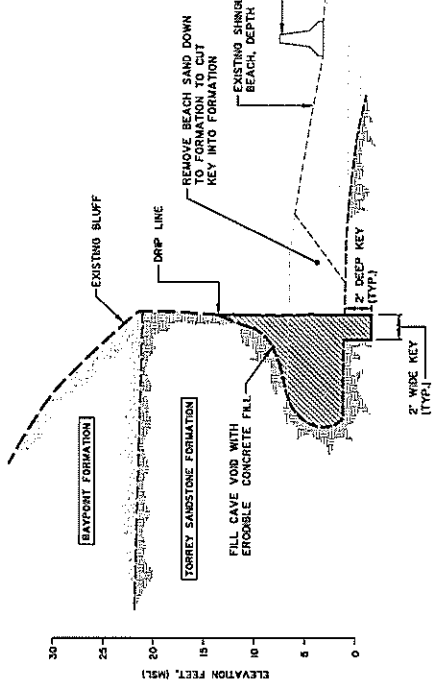


AERIAL TOPOGRAPHY COMPILED FROM PHOTOGRAPHY DATED 6-16-1938 BY ISLAND AERIAL SURVEYS, INC.

**SITE PLAN**  
 SCALE: 1"=20'

**CONCRETE INFILL APPEARANCE NOTES:**

1. THE NOTCH/SEACAVE INFILL SHALL CONFORM AS CLOSELY AS POSSIBLE TO THE NATURAL SURFACE OF THE BLUFF. THE INFILL SHALL BE PLACED BEYOND THE EXISTING DRIP LINE IN A PARALLEL LINE EXTENDING DOWN FROM THE SEAWARD FACE OF THE BLUFF ABOVE THE NOTCH.
2. THE CONCRETE FACE OF NOTCH/SEACAVE INFILL SHALL BE SCUMPTED AND COLORED TO CLOSELY MATCH THE ADJACENT NATURAL BLUFF. THE CONTRACTOR SHALL SUBMIT A COLOR SAMPLE OF THE PROPOSED INFILL CONCRETE FOR APPROVAL PRIOR TO USE ON SITE.



**TYPICAL SEA CAVE / NOTCH INFILL SECTION**

NOT TO SCALE

CONSTRUCTION PERMITS  
 2014-2015  
 2016-2017  
 2018-2019  
 2020-2021  
 2022-2023

By: _____ Date: _____	By: _____ Date: _____	By: _____ Date: _____	By: _____ Date: _____	By: _____ Date: _____
File Chief	District Engineer	District Engineer	District Engineer	District Engineer

COASTAL COMMISSION PERMIT NO. \_\_\_\_\_  
 ENGINEER OF WORKS  
 BY: WALTER F. CAMPBELL Date: 6-21-17  
 R.C.E.: 23782 Exp: 12/31/17

CITY APPROVED CHANGES	APPROVED FOR CONSTRUCTION	BENCH MARK
DATE: _____	By: _____ Date: _____ R.C.E.: 37145 Exp: 05-20-18	[SEE DETAILLED BLOCK ABOVE LEFT]

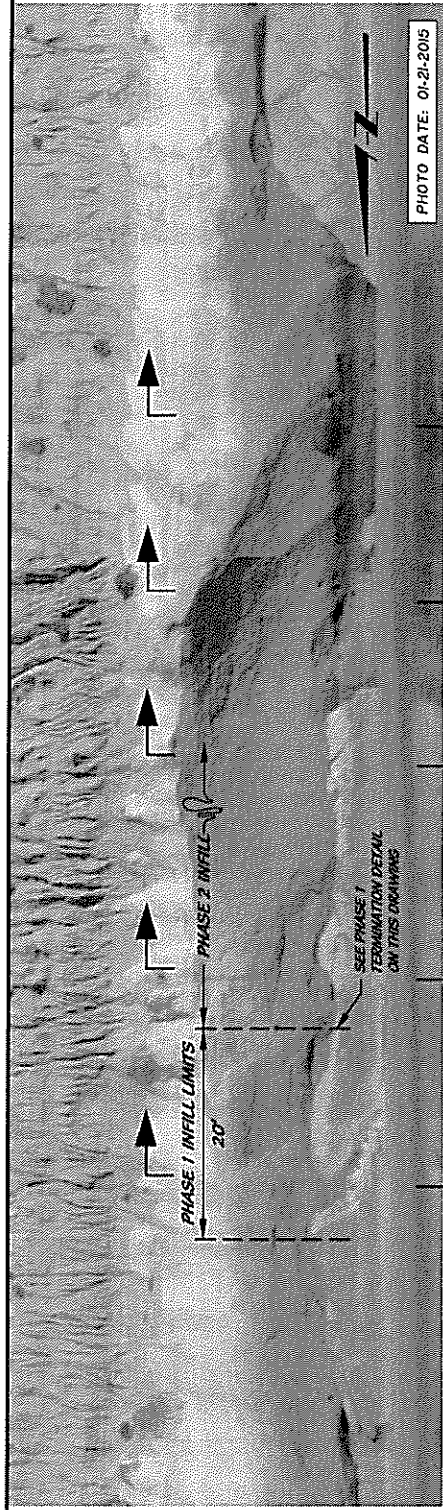
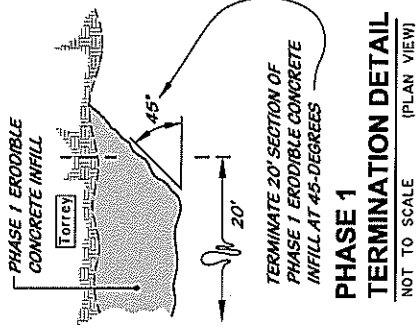
APPROVED FOR APPROVAL	ENGINEERING DEPARTMENT
By: _____ Date: _____	DRAWING NO. SBGR- _____

SHEET 3 OF 6	ENGINEERING DEPARTMENT
DATE: _____	DRAWING NO. SBGR- _____

TERRACOSTA CONSULTING GROUP  
 ENGINEERS & GEOLOGISTS  
 3840 AVENUE OF THE STARS SUITE 200  
 SAN DIEGO, CALIFORNIA 92121  
 (619) 573-6900



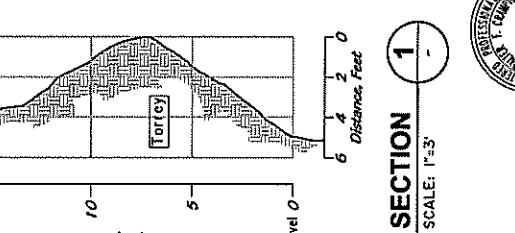
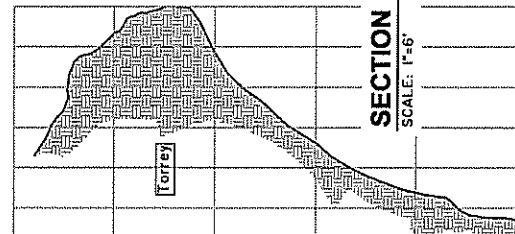
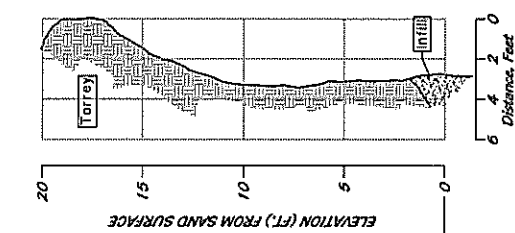
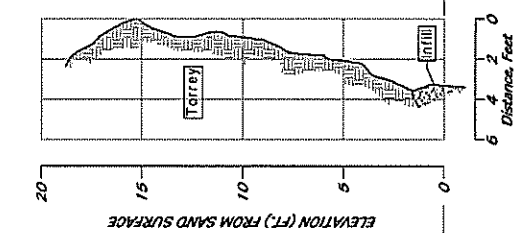
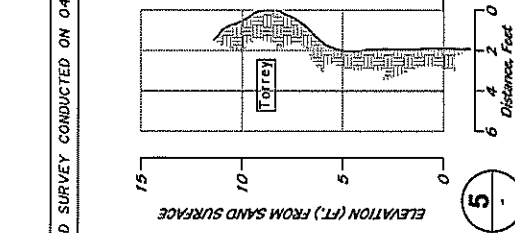
CITY OF SOLANA BEACH  
 SITE PLAN & PROPOSED REPAIR FOR:  
 197 AND 201 PACIFIC AVENUE  
 NOTCH INFILL



**NOTE:**  
SEE NOTES ON SHEET 2 OF THESE DRAWINGS FOR CALIFORNIA COASTAL COMMISSION COMPLIANCE AND INFORMATION REGARDING THE PHASE 1 AND PHASE 2 CONSTRUCTION REQUIREMENTS

**FIELD SURVEY CONDUCTED ON 04-02-2015**

**PHOTO PROFILE - SECTION LOCATIONS**  
NOT TO SCALE



**ENGINEER'S SEAL**  
TERRACOSTA CONSULTING GROUP  
ENGINEERS & GEOLOGISTS  
3555 CALIFORNIA AVENUE, SUITE 200  
SAN DIEGO, CALIFORNIA 92131  
(602) 573-8800

**APPROVED FOR CONSTRUCTION**  
By: Muhammad Sarmad, City Engineer  
P.C.E. 37148 Exp. 04-30-18

**RECOMMENDED FOR APPROVAL**  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY APPROVED CHANGES**  
APPROVAL DATE: \_\_\_\_\_

**COASTAL COMMISSION PERMIT NO.** \_\_\_\_\_

**EXPANDED OF WORK**  
By: WALTER F. CAMERON  
P.C.E. 23792 Exp. 12/31/17

**SOLANA BEACH FIRE DEPARTMENT** SANTA FE BRIGADION DISTRICT  
By: \_\_\_\_\_  
Date: \_\_\_\_\_ District Engineer

**ENGINEER'S SEAL**  
TERRACOSTA CONSULTING GROUP  
ENGINEERS & GEOLOGISTS  
3555 CALIFORNIA AVENUE, SUITE 200  
SAN DIEGO, CALIFORNIA 92131  
(602) 573-8800

**ENGINEER'S SEAL**  
TERRACOSTA CONSULTING GROUP  
ENGINEERS & GEOLOGISTS  
3555 CALIFORNIA AVENUE, SUITE 200  
SAN DIEGO, CALIFORNIA 92131  
(602) 573-8800

**APPROVED FOR CONSTRUCTION**  
By: Muhammad Sarmad, City Engineer  
P.C.E. 37148 Exp. 04-30-18

**RECOMMENDED FOR APPROVAL**  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY APPROVED CHANGES**  
APPROVAL DATE: \_\_\_\_\_

**COASTAL COMMISSION PERMIT NO.** \_\_\_\_\_

**EXPANDED OF WORK**  
By: WALTER F. CAMERON  
P.C.E. 23792 Exp. 12/31/17

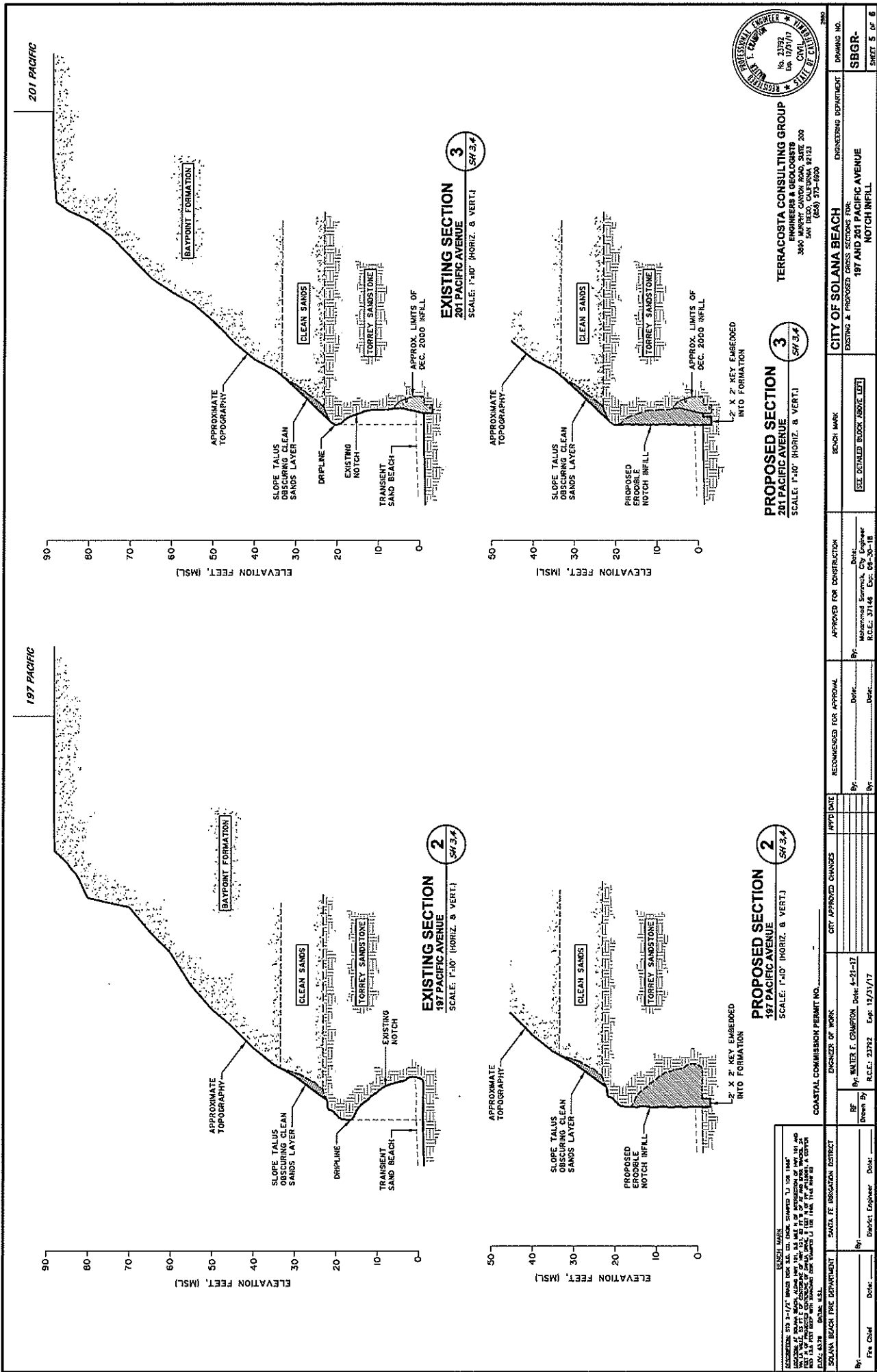
**SOLANA BEACH FIRE DEPARTMENT** SANTA FE BRIGADION DISTRICT  
By: \_\_\_\_\_  
Date: \_\_\_\_\_ District Engineer

**ENGINEER'S SEAL**  
TERRACOSTA CONSULTING GROUP  
ENGINEERS & GEOLOGISTS  
3555 CALIFORNIA AVENUE, SUITE 200  
SAN DIEGO, CALIFORNIA 92131  
(602) 573-8800

**ENGINEERING DEPARTMENT**  
CITY OF SOLANA BEACH  
PHOTO PROFILE AND SURVEY SECTIONS FOR:  
197 AND 201 PACIFIC AVENUE  
NOTCH INFILL

**SBGR-S**  
SHEET 4 OF 6





**TERRACOSTA CONSULTING GROUP**  
 ENGINEERS & GEOLOGISTS  
 3605 SHERWOOD DRIVE, SUITE 200  
 SAN DIEGO, CALIFORNIA 92118  
 (619) 573-8900

**PROPOSED SECTION**  
 201 PACIFIC AVENUE  
 SCALE: 1"=10' (HORIZ. & VERT.)  
 SHEET 3 OF 3

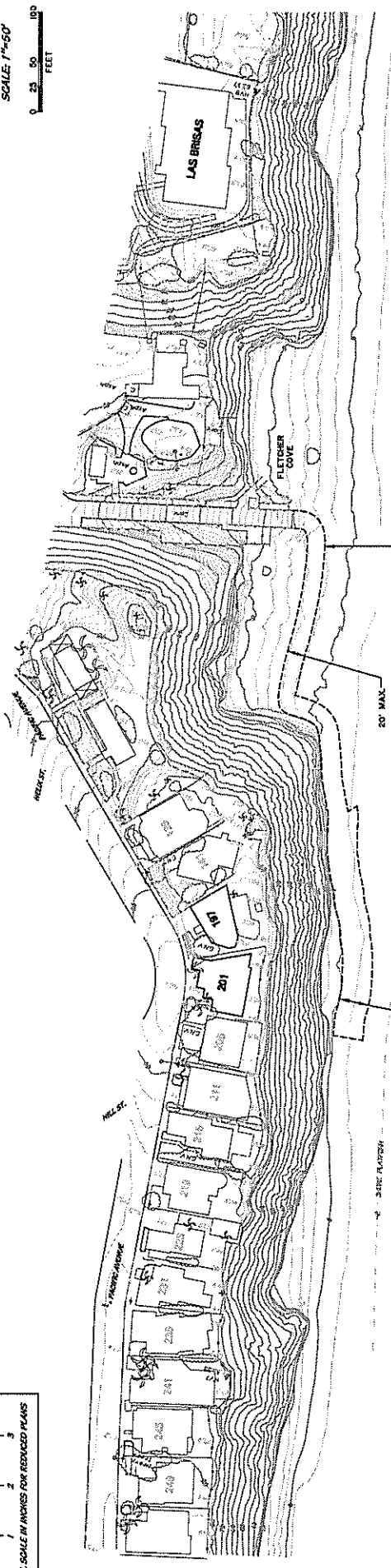
**PROPOSED SECTION**  
 197 PACIFIC AVENUE  
 SCALE: 1"=10' (HORIZ. & VERT.)  
 SHEET 2 OF 3

DRAWING NO. <b>SBGR-</b> SHEET 5 OF 6	ENGINEERING DEPARTMENT <b>CITY OF SOLANA BEACH</b> EXISTING & PROPOSED GRASS STRIP FOR 197 AND 201 PACIFIC AVENUE NOTCH INFILL	BEACH MARK [SEE DETAIL BLOCK ABOVE LEFT]	APPROVED FOR CONSTRUCTION By: <u>Mohammed Sammak, City Engineer</u> Date: <u>08-30-18</u> R.C.E.: 37146 Exp. 08-30-18	RECOMMENDED FOR APPROVAL By: _____ Date: _____	CITY APPROVED CHANGES APPROX DATE	COASTAL COMMISSION PERMIT NO. _____ ENGINEER OF WORK By: <u>WALTER E. COMPTON</u> Date: <u>4-21-17</u> Drawn By: _____	SOLANA BEACH FIRE DEPARTMENT SANTA FE RESOLUTION DISTRICT By: _____ Date: _____ District Engineer	Fire Chief
			APPROVED FOR CONSTRUCTION By: _____ Date: _____	CITY APPROVED CHANGES APPROX DATE	COASTAL COMMISSION PERMIT NO. _____ ENGINEER OF WORK By: _____ Date: _____ Drawn By: _____	SOLANA BEACH FIRE DEPARTMENT SANTA FE RESOLUTION DISTRICT By: _____ Date: _____ District Engineer	Fire Chief	

**NOTICE:**  
 I, the undersigned, being a duly licensed Professional Engineer in the State of California, do hereby certify that I am the author of the above design and that it was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of California.  
 WALTER E. COMPTON  
 ENGINEER OF WORK  
 No. 17787  
 Exp. 04/17/17



NOTE: IF DRAWING IS NOT FULL SIZE (A-1) THEN REDUCE SCALE ACCORDINGLY  
 ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

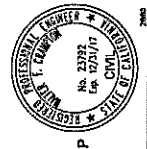


SITE ACCESS FOR CONTRACTOR EQUIPMENT, ACCESS, PUBLIC BEACH, DRIVEWAYS, AND PUBLIC STREETS AT ALL TIMES. CONTRACTOR SHALL COORDINATE WITH THE CITY OF SOLANA BEACH THE TIMES AND DATES OF EXPECTED EQUIPMENT AND MATERIALS MOVEMENT. FLAGMEN SHALL BE PROVIDED DURING THE MOVEMENT. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 100 FEET BETWEEN FLETCHER COVE AND PROJECT LOCATION.

30' WIDE CONSTRUCTION WORK ZONE. CONTRACTOR SHALL PROVIDE CONSTRUCTION BARRIERS DURING CONSTRUCTION TO MAINTAIN A MINIMUM OF 100 FEET OPEN PUBLIC BEACH LATERAL PUBLIC ACCESS. SHALL BE PROVIDED PAST SITE AT ALL TIMES.

**SITE ACCESS & STAGING AREA NOTES**

- CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ALLEYS, SIDEWALKS, PRIVATE DRIVEWAYS, AND PUBLIC STREETS AT ALL TIMES.
- CONSTRUCTION EQUIPMENT AND ACTIVITIES PERFORMED ON THE SANDY BEACH AREA SHALL NOT RESTRICT LATERAL PUBLIC ACCESS.
- ACCESS CORRIDORS SHALL BE LOCATED IN A MANNER THAT HAS THE LEAST IMPACT ON PUBLIC ACCESS TO AND ALONG THE SHORELINE.
- CONSTRUCTION MATERIALS; DISTURBANCE TO SAND AND INTERTIDAL AREAS SHALL BE MINIMIZED. BEACH SAND EXCAVATED SHALL BE REDEPOSITED ON THE BEACH. LOGS, LIMBS OR CORNERS SHALL NOT BE USED IN ANY PHASE OF THE CONSTRUCTION.
- SITE ACCESS IS AVAILABLE APPROXIMATELY 100 FEET TO THE SOUTH AT THE BEACH. CONTRACTOR SHALL MAINTAIN ACCESS TO THE CITY OF SOLANA BEACH REGARDING CONSTRUCTION EQUIPMENT AND SITE ACCESS.
- CONSTRUCTION GENERATE NO WORK SHALL OCCUR ON THE BEACH ON WEDNESDAYS, THURSDAYS OR BETWEEN MEMORIAL DAY WEEKEND AND LABOR DAY OF ANY YEAR.
- NO OVERNIGHT STORAGE OF EQUIPMENT OR MATERIALS SHALL OCCUR ON SANDY BEACHES. ALL EQUIPMENT AND MATERIALS SHALL BE STORED IN THE DESIGNATED CONSTRUCTION STAGES OF THE PROJECT. THE PERMITTEE SHALL NOT STORE ANY CONSTRUCTION MATERIALS OR WASTE WHERE IT WILL BE OR COULD BE A HAZARD TO THE PUBLIC OR ENVIRONMENT. ALL CONSTRUCTION MATERIALS, EQUIPMENT, AND MACHINERY SHALL BE PLACED, STORED OR OTHERWISE LOCATED IN THE DESIGNATED INTER-TIDAL ZONE AT ANY TIME, EXCEPT FOR THE MINIMUM NECESSARY TO CONDUCT CONSTRUCTION. ALL CONSTRUCTION MATERIALS AND EQUIPMENT SHALL BE WASHED ON THE BEACH OR AT THE FLETCHER COVE PARKING LOT.



**TERRACOSTA CONSULTING GROUP**  
 ENGINEERS & GEOLOGISTS  
 3695 SAN DIEGO AVE., SUITE 200  
 SAN DIEGO, CALIFORNIA 92123  
 (619) 573-6930

**CITY OF SOLANA BEACH**  
 SITE ACCESS & STAGING/PARKING AREAS FOR:  
 197 AND 207 PACIFIC AVENUE  
 NOTCH INFILL

APPROVED FOR CONSTRUCTION  
 By: Mohammed Samad, City Engineer  
 R.C.E.: 37146 Exp. 09-30-18

RECOMMENDED FOR APPROVAL  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

CITY APPROVED CHANGES  
 APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

ENGINEER OF WORK  
 By: WALTER F. COMPTON Date: 12/21/17  
 R.C.E.: 23929 Exp: 12/31/17

SAVANA BEACH FIRE DEPARTMENT  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Project Engineer

SAVANA BEACH FIRE DEPARTMENT  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Project Engineer

SAVANA BEACH FIRE DEPARTMENT  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Project Engineer

SAVANA BEACH FIRE DEPARTMENT  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Project Engineer

## RESOLUTION 2015-118

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A CONDITIONAL USE PERMIT FOR A NEW 90-FOOT LONG ERODIBLE CONCRETE INFILL LOCATED AT THE BASE OF THE LOWER COASTAL BLUFF BELOW 197 AND 201 PACIFIC AVENUE IN SOLANA BEACH.**

**APPLICANTS: Robert Monroe and Norton Sloan  
CASE NO.: 17-15-24 CUP**

**WHEREAS**, the Applicants, Robert Monroe and Norton Sloan, have submitted an application for a Conditional Use Permit (CUP) pursuant to Title 17 (Zoning) of the Solana Beach Municipal Code (SBMC); and

**WHEREAS**, the City Council adopted the Amended Local Coastal Plan (LCP) and Land Use Plan (LUP) in June 2014 modifying the design of proposed bluff retention systems for Seacave/Notch Infills in part by allowing erodible concrete notch and seacave infills; and

**WHEREAS**, a Coastal Bluff Evaluation and Basis of Design Report prepared by TerraCosta Consulting Group on July 22, 2015, has been reviewed and confirmed by Geopacifica Geotechnical Consultants (Geopacifica), the City's third party independent geotechnical consultant, in a letter dated October 2, 2015, entitled *Geotechnical Review* indicating the proposed infill is required; and

**WHEREAS**, at the duly noticed public hearing held on October 28, 2015, the City Council received and considered evidence concerning the proposed application as received; and

**WHEREAS**, the public hearing was conducted pursuant to the provisions of Solana Beach Municipal Code Section 17.72.030; and

**WHEREAS**, the City Council of the City of Solana Beach found the application request exempt from the California Environmental Quality Act pursuant to State CEQA guidelines section 15304(c); and

**WHEREAS**, the proposed Coastal Structure will be designed and constructed with erodible concrete that will be color matched and contoured to match the surrounding bluff and will exhibit similar erosion characteristics to the surrounding bluff and will not include steel reinforcement; and

**WHEREAS**, this decision is based upon the evidence contained in the subject application, testimony of Geopacifica, evidence presented at the hearing and any information the City Council gathered by viewing the site and the area as disclosed at the hearing.

**NOW THEREFORE**, the City Council of the City of Solana Beach, California, does

**ATTACHMENT 3**

resolve as follows:

1. That the foregoing recitations are true and correct.
2. That the project is categorically exempt from the requirements of CEQA pursuant to 2015 State California CEQA Guidelines 15304(c).
3. That the request for a Conditional Use Permit for a new 90-foot long erodible notch infill located at the base of the lower coastal bluff below 197 and 201 Pacific Avenue is conditionally approved based upon the following Findings and subject to the following Conditions:

4. FINDINGS

- A. In accordance with Section 17.62.100 (Permits to Plug or Fill Seacaves) of the City of Solana Beach Municipal Code and the findings of the Local Coastal Plan and Land Use Plan Policies, the City Council finds the following:

- 1. According to SBMC 17.62.100, a special use permit for the plugging or filling of a seacave may be issued only if the City Council on appeal finds:*

*A. Plugging or filling a seacave is:*

- 1. A necessary preventative measure to stop erosion from enlarging the cave, crack, fissure, joint, or fault which if enlarged would eventually threaten the stability of the bluff; or*
- 2. Necessary to protect structures on top of the bluff threatened by the collapse of a cave large enough to impair bluff stability; or*
- 3. Necessary to eliminate an actual public nuisance including, without limitation, an attractive nuisance.*

- B. The plug is designed with a "leaner" cement mix on the external facade and a "stronger/greater" mix internally to facilitate plug erosion to match the rate of natural erosion of the adjacent coastal bluff. The external facade will resemble as closely as possible the natural color and texture of the adjacent bluffs and be of sufficient depth to replicate the retreat of the adjacent bluff due to weathering anticipated to be experienced over the next 75 years.*

- C. The project as approved or conditionally approved will not adversely affect adjacent public or private property and will not unreasonably affect the public use of the beach.*

*II. Policy 4.48: A Seacave/Notch Infill shall be approved only if all the findings set forth below can be made and the stated criteria satisfied.*

*(a) Based upon the advice and recommendation of a licensed Geotechnical or Civil Engineer, the City makes the findings set forth below:*

*(1) The Seacave/Notch Infill is more likely than not to delay the need for a larger coastal structure or upper bluff retention structure, that would, in the foreseeable future, be necessary to protect an existing principal structure, City facility, and/or City infrastructure, from danger of erosion. Taking into consideration any applicable conditions of previous permit approvals for development at the site, a determination must be made based on a detailed alternatives analysis that none of the following alternatives to the coastal structure are currently feasible, including:*

*• Controls of surface water and site drainage;*

*• A smaller coastal structure; or*

*• Other non-beach and bluff face stabilizing measures, taking into account impacts on the near and long term integrity and appearance of the natural bluff face, and contiguous bluff properties; and,*

*(2) The bluff property owner did not create the necessity for the Seacave/Notch Infill by unreasonably failing to implement generally accepted erosion and drainage control measures, such as reasonable management of surface drainage, plantings and irrigation, or by otherwise unreasonably acting or failing to act with respect to the bluff property. In determining whether or not the bluff property owner's actions were "reasonable," the City shall take into account whether or not the bluff property owner acted intentionally, with or without knowledge, and shall consider all other relevant credible scientific evidence as well as relevant facts and circumstances.*

*(3) The location, size, design and operational characteristics of the proposed Seacave/Notch Infill will not create a significant adverse effect on adjacent public or private property, natural resources, or public use of, or access to, the beach, beyond the environmental impact typically associated with a similar bluff retention device and the Seacave/Notch Infill is the minimum size necessary to protect the principal structure, has been*

*designed to minimize all environmental impacts, and provides mitigation for all coastal and environmental impacts as provided for in this LCP.*

*(b) The Seacave/Notch Infill shall be designed and constructed:*

- (1) To avoid migration of the Seacave/Notch Infill onto the beach;*
- (2) To be re-contoured to the face of the bluff, as needed, on a routine basis, through a Coastal Development Permit (CDP) or exemption, to ensure the Seacave/Notch Infill conforms to the face of the adjoining natural bluff over time, and continues to meet all relevant aesthetic, and structural criteria established by the City;*
- (3) To serve its primary purpose which is to delay the need for a larger coastal structure, and designed to be removable, to the extent feasible, provided all other requirements under the LCP are satisfied; and,*
- (4) To satisfy all other relevant LCP and City Design Standards, set forth for Bluff Retention Devices.*

*III. Policy 4.60: Existing bluff retention devices which are not considered preferred bluff retention solutions and do not conform to the provisions of the LCP, including the structural or aesthetic requirements may be repaired and maintained to the extent that such repairs and/or maintenance conform to the provisions of the LCP.*

The proposed infill project has been reviewed and could be found to be designed consistent with LUP, Appendix B, Figure 1A. Based on a review of the geotechnical report (Terra Costa, July 22, 2015), the existing bluff top structures are in imminent danger as the Factors of Safety onsite have been determined by Terra Costa to be 1.10 for 197 Pacific Ave. and 1.01 for 201 Pacific Ave. Therefore, the proposed project design is the minimum design solution in the LUP, and an alternatives analysis is not required at this time.

The proposed bluff stabilization has been designed to address seacaves and undercut portions of the lower dense sandstone bluff where the clean sand lens is not yet exposed. If left uncorrected, the sea cave/undercut may eventually lead to block failures of the lower sandstone, exposure of the clean sand lens and landward bluff retreat. This potential failure would expose the clean sand lens of the upper bluff terrace deposits triggering rapid erosion and landward retreat of the upper bluff, which eventually endangers the structures at the top of the bluff. If treated at this stage, the Bluff Retention Device is intended to minimize the need for a future higher seawall and future upper

bluff repair. This alternative is not designed as a structural wall, is not reinforced, does not include tiebacks, and uses only erodible concrete which shall erode at the same erosion rate as the surrounding natural bluff material. The infill is required to maintain a textured and colored face mimicking the existing bluff material. As proposed, the infills will be constructed of erodible concrete that is designed to erode with the natural bluff and, when maintained to do so, are not subject to the Sand Mitigation Fee or the Public Recreation/Land Lease Fee Deposit, encroachment/removal agreement, or authorization timeline policies of the LUP.

The City's geotechnical engineering consultant, James Knowlton of Geopacifica, has reviewed the proposed plans, visited the site and reviewed the Coastal Bluff Evaluation and Basis of Design report of July 22, 2015 and provided by the Applicants. Mr. Knowlton has indicated that based on his review of all of the submitted documents, it is his opinion that the subject application and reports are consistent with other current approved projects within the City of Solana Beach and are necessary to abate the continued bluff erosion onsite. Mr. Knowlton also indicates in his letter that the geotechnical and structural repairs shown on the repair plans for the site meet the current requirements of the City of Solana Beach for geotechnical and structural repairs consistent with the requirements of the LUP and SBMC.

## 5. CONDITIONS

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

### A. Community Development Department Conditions:

- I. Building Permit plans must be in substantial conformance with the plans presented to the City Council on October 28, 2015 and located in the project file with a submittal date of July 29, 2015.
- II. The Applicants shall obtain required California Coastal Commission (CCC) approval of a Coastal Development Permit, waiver or exemption as determined necessary by the CCC, prior to the issuance of a grading or building permit.
- III. The repairs will be constructed and maintained to incorporate an earth-like appearance, which will resemble, as closely as possible, the color and texture of the surrounding bluffs.
- IV. The Applicants shall remove or cap any permanent irrigation system within 100 feet of the bluff edge in connection with issuance of discretionary permits for new development, redevelopment, or shoreline protection, or bluff erosion, unless the bluff property owner

demonstrates to the satisfaction of the Public Works Director, or the CCC if the project is appealed, that such irrigation has no material impact on bluff erosion (e.g., watering hanging plants over hardscape which drains to the street).

- V. All storm water drain systems that currently drain or previously drained towards the west over the bluff shall be capped. These systems should be redesigned to drain directly, or through a sump system, and then pumped to the street in compliance with State Water Program (SWP) 2007-0001 and consistent with Standard Urban Stormwater Mitigation Plan (SUSMP) requirements.
- VI. Any bluff retention device shall be reasonably maintained and repaired by the bluff property owner on an "as needed" basis, at the bluff property owner's expense, in accordance with the implementing ordinances and any permit issued by the City. Any authorized assessing entity in which the project lies shall ensure such payments are reimbursed to the City if the bluff property owner fails to perform such work and the City elects to do so, subject to mandatory reimbursement. However, in all cases, after inspection, if it is apparent that repair and maintenance is necessary, including maintenance of the color of the structures to ensure a continued match with the surrounding native bluffs, the bluff property owner or assessing entity shall contact the City or CCC office to determine whether permits are necessary, and, if necessary, shall subsequently apply for a coastal development permit for the required maintenance.
- VII. No stockpiling of dirt or construction materials shall occur on the beach.
- VIII. All grading shall be properly covered and sandbags and/or ditches shall be used to prevent runoff and siltation.
- IX. Measures to control erosion shall be implemented at the end of each day's work.
- X. No machinery shall be allowed in the intertidal zone at any time to the extent feasible.
- XI. All construction debris shall be properly collected and removed from the beach. Shotcrete/concrete shall be contained through the use of tarps or similar barriers that completely enclose the application area and that prevent shotcrete/concrete contact with beach sands and/or coastal waters.



- B. Engineering Department Conditions: Prior to obtaining any building or grading permits pursuant to this colored concrete seacave infill project, the Applicants shall:
- I. Prepare, execute and record a declaration of restrictions on real property approved by the City Attorney whereby the Applicants or the Applicants' successors in interest to the property will construct and maintain the shoreline defense structure in accordance with Conditions of this approval.
  - II. The declaration of restrictions shall include an agreement by the Applicants to defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers or employees relating to any claim for damages from any injury to person or property caused by the shoreline defense structure or by its failure.
  - III. Said declaration of restrictions shall be acknowledged and recorded in the office of the County Recorder.
  - IV. Obtain required California Coastal Commission Permits prior to the issuance of any structure and grading permits or present evidence that an emergency waiver has been granted.
  - V. Obtain any other permits or emergency waivers, which may be required from State and Federal agencies including the State Lands Commission and the U.S. Army Corps of Engineers.
  - VI. The project shall be designed and shall provide appropriate data to confirm the submitted design to the satisfaction of the City Engineer. This shall include, but is not limited to, a geotechnical report.
  - VII. The property owners shall post securities to guarantee proper care and use of the Fletcher Cove Beach Access Ramp. No construction materials to be off-loaded on the ramp or at the end of the ramp. No washing off equipment shall occur unless a containment system is properly utilized.
  - VIII. For all projects on which equipment is driven on the Fletcher Cove Beach Access Ramp, the access ramp and adjacent parking lot must be swept daily to remove sand that has been tracked onto the ramp and parking lot. At least once a week, the access ramp and parking lot must be swept with a street sweeper that is capable of cleaning the streets and parking lots of paper, glass, dirt, silt, sand, rocks, litter and miscellaneous debris. The street sweeper shall be equipped with

dual gutter brooms, and vacuum equipment may be used. If any sand is traced outside the parking lot, these areas (including City streets) must also be cleaned weekly with a street sweeper.

- IX. The property owners shall pay all inspection and plan check fees as required by the City.
- X. Plans and specifications for the project shall be approved by the City Engineer in addition to approvals from the Community Development Director as may be required, and shall subsequently conform to the plans submitted by the Applicants. All bluff stabilization devices shall produce a natural appearing bluff to the satisfaction of the City Engineer and the Community Development Director. Project implementation shall provide a final product mimicking a naturally appearing bluff in terms of colors, textures, forms and angles.
- XI. A grading/drainage plan shall be prepared by a registered Civil Engineer in accordance with the current Grading Ordinance and be submitted to the City Engineer for approval and permit issuance.
- XII. Plans and specifications for the project shall be approved by the Planning Department prior to the submittal to the Engineering Department.
- XIII. The Applicants shall post with the City a Performance Bond equal to the full amount of the work to be completed to guarantee that once started, construction will be completed per approved plans.
- XIV. The Applicants shall submit a Certificate of Insurance naming the City of Solana Beach as an additional insured in the amount of \$1,000,000 on a policy of general liability insurance issued by an insurance company licensed to do business in California, and meeting the requirements established by City Council Resolution for insurance companies doing business with the City, covering injuries to persons and property during the construction period.
- XV. The Applicants shall obtain a Special Use (Marine Safety) Permit specifying the conditions governing use of vehicles, use of the access ramp, and entry upon and use of areas of the public beach for construction equipment and vehicles. Evidence of permit issuance shall be submitted to the City Engineer before issuance of the permit for the project.
- XVI. The Applicant shall have on file evidence from the Captain of Marine Safety and City Engineer, City of Solana Beach, that arrangements have been made to satisfy the following criteria:

- a. Prior to usage of the Solana Beach Fletcher Cove Ramp or parking lot, a cash deposit, bond or other secured agreement to cover the following impact charges shall be deposited:
  - i. A five-dollar and thirty-cents (\$5.30) per round trip vehicle charge for all construction related vehicles using the ramp.
  - ii. A two-dollar and seventy cents (\$2.70) per ton fee, or less if approved by the City Council, based on the estimated weight of the vehicle and load for all vehicles in excess of  $\frac{3}{4}$  ton capacity, excluding any vehicles solely transporting beach grade replenishment sand.
  - iii. A twenty-seven dollar (\$27) per day charge for the first 30 days escalating to fifty-three dollars (\$53) per day for the 31<sup>st</sup> and subsequent days charge shall be collected to encourage a timely completion of all projects, unless otherwise modified for good cause by the City Council or City Manger.
  - iv. Any damage caused to the Solana Beach Fletcher Cove Ramp and parking lot.
- b. At least one City of Solana Beach Lifeguard shall be contracted, at the Applicants' expense, through the Captain of Marine Safety to monitor all activities in order to ensure full compliance with the conditions of this permit. The Lifeguards(s) shall be on duty at all times when any construction activity takes place. Additional lifeguards may be required at the discretion of the Captain of Marine Safety. In addition to the lifeguard staffing cost, the Applicants shall also pay a Marine Safety equipment use fee of four-dollars and sixty-four cents (\$4.64) per hour, based on the number of hours the Lifeguards are contracted for the project.
- c. If construction access is from Fletcher Cove Park, precautions shall be taken to avoid damage to the beach access ramp during construction and repairs. If damage to the ramp occurs, it shall be repaired to a condition equivalent to the condition at the start of construction activity to the satisfaction of the City Engineer. All City owned work areas including Fletcher Cove Park and access ramp shall be videotaped prior to the commencement of the project. The videotape shall establish the "as-is" condition. In any areas missed by the videotape, the City Engineer will determine "as-is" condition.

If access is from the State Park at the north end of Solana Beach, precautions shall be taken to avoid damage to the hard layer of fossiliferous sandstone that forms on the beach surface at the north end of the coastal bluffs. Such access may necessitate State approval. Proof of such access shall be provided to the City Engineer before construction begins.

- d. The Applicants and/or contractor shall obtain a haul route permit from the City Engineering Department.
- XVII. Beach quality sand from the excavation for the proposed project shall be deposited and spread on the beach in front of this site unless unique and or inappropriate conditions are encountered. The Applicants should reference this condition to other permitting agencies.
- XVIII. An encroachment permit from the Engineering Department is required if a crane, construction materials, etc. are envisioned to be stationed in the public right-of-way. The City does not guarantee that an encroachment permit will be approved.
- XIX. Any grout mixture used on the project that may be visible from the beach or surrounding areas shall be of similar strength, erosion properties, and color as the surrounding natural bluffs. Color samples shall be submitted and approved by the City prior to placing the grout.
- XX. The structure and any exposed construction shall mimic the natural contours, color and texture to the maximum extent practicable, as determined by the City Engineer and Community Development Director.
- XXI. A carved, colored textured façade on the face of the structure matching the adjacent bluff areas shall be constructed. The façade shall match the contours, both vertically and horizontally, and the texture of the adjacent natural bluffs. Coastal bluff colored grouting shall be used and shall be considered an erodible mix. An erodible concrete mix design shall be submitted to the City Engineer before approval of the plans. A test prism shall be cast and delivered to a testing lab during construction.
- XXII. A qualified, licensed and insured contractor shall perform all required work as outlined by certified/registered engineering geologist or Registered Civil Engineer on the construction plans. Special and general notes on said plans shall be followed to the satisfaction of the City Engineer or his designee.

- XXIII. Lateral pedestrian and Marine Safety vehicular access through the construction area shall be provided past the site at all times, subject to high tides and safety issues. A 30-foot wide safety/construction work zone shall be provided during work hours to separate the work zone from the open public beach.
- XXIV. No construction activities may occur during the busier recreational season, which is defined as the period between Memorial Day and Labor Day each year. The contractor shall obtain approval from the City of Solana Beach Engineering and Marine Safety Departments regarding the use and timing of the Fletcher Cove parking lot and beach access ramp for all construction related access, staging and parking issues if such use becomes required.
- C. Prior to Final Inspection of the project, the Applicants shall:
- I. Submit certification to the City Engineer from the Geotechnical Engineer and the Civil Engineer of Record for the project that they have inspected the project and certify that it was constructed per the approved plan, specifying the date of the plan.
  - II. The Applicants and/or contractor shall repair any damage caused to the Solana Beach property and facilities including, but not limited to, Fletcher Cove Ramp and parking lot to the satisfaction of the City Engineer.
- D. The Applicants shall provide for and adhere to the following conditions:
- I. All development on the site shall substantially conform to the final Development Review Permit Plan approved by the City Council.
  - II. The property owner shall be responsible to immediately remove, in perpetuity, any graffiti or other markings should they appear on the project exterior face. The property owner shall be responsible for the removal of the structure or any portion thereof.
  - III. If requested by the City Manager or his designee, the property owner or their successor in interest shall install and maintain signage about unstable bluffs fronting their property.
  - IV. The Applicants shall provide "as-built" plans and all certifications required to the City before the City will release the performance bond as indicated in Condition 1.XII.

- V. Pursuant to SBMC Section 7.34.100, Construction hours are limited to 7:00 a.m. to 7:00 p.m., Monday through Friday, and 8:00 a.m. to 7:00 p.m. on Saturday. No work is allowed on Sunday or holidays unless specifically approved pursuant to SBMC Section 7.34.100(B). Engines shall not be started, no construction-related materials shall be moved, or any other construction-related activities occur outside these hours. Work is not permitted on the beach on Saturdays without the written approval of the City Manager.
6. ENFORCEMENT: Pursuant to SBMC 17.72.120(B) failure to satisfy any and all of the above-mentioned conditions of approval is subject to the imposition of penalties as set forth in SBMC Chapters 1.1.6 and 1.18 in addition to any applicable revocation proceedings.
7. EXPIRATION: The Conditional Use Permit for the project will expire on October 28, 2017, unless the Applicant has obtained building/grading permits and commenced construction prior to that date, and diligently pursued construction to completion. An extension of the application may be granted by the City Council.
8. INDEMNIFICATION AGREEMENT: The Applicants shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the applicants of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the applicants shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and the applicants regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicants shall not be required to pay or perform any settlement unless such settlement is approved by applicant.

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9. NOTICE TO APPLICANT: Pursuant to Government Code Section 66020, you are hereby notified that the 90-day period to protest the imposition of the fees, dedications, reservations or other exactions described in this resolution commences on the effective date of this resolution. To protest the imposition of any fee, dedications, reservations or other exactions described in this resolution you must comply with the provisions of Government Code Section 66020. Generally the resolution is effective upon expiration of the tenth day following the date of adoption of this resolution, unless the resolution is appealed or called for review as provided in the Solana Beach Zoning Ordinance.

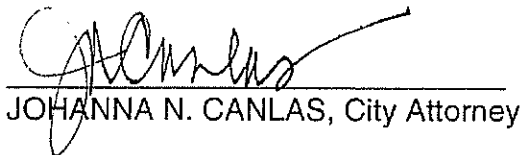
**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Solana Beach, California, held on the 28<sup>th</sup> day of October, 2015, by the following vote:

AYES: Councilmembers – Heebner, Zito, Zahn, Nichols, Marshall  
NOES: Councilmembers – None  
ABSENT: Councilmembers – None  
ABSTAIN: Councilmembers – None



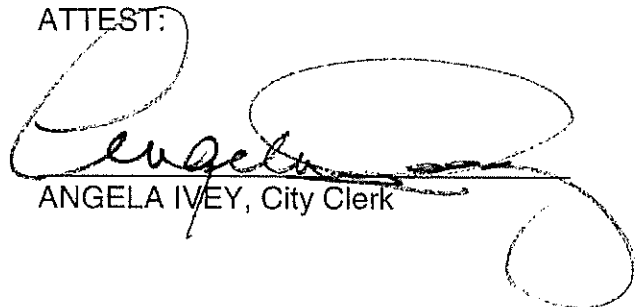
LESA HEEBNER, Mayor

APPROVED AS TO FORM:



JOHANNA N. CANLAS, City Attorney

ATTEST:



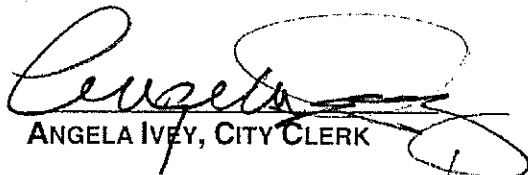
ANGELA IVEY, City Clerk



## RESOLUTION CERTIFICATION

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

I, ANGELA IVEY, City Clerk of the City of Solana Beach, California, DO HEREBY CERTIFY that the foregoing is a full, true and correct copy of **Resolution 2015-118** approving a *Conditional Use Permit (CUP) at 197 and 201 Pacific Ave., Case No. 17-15-24, Applicant: Sloan, Monroe* as duly passed and adopted at a Regular Solana Beach City Council meeting held on the 28<sup>th</sup> day of October 2015 and the original is on file in the City Clerk's Office.

  
ANGELA IVEY, CITY CLERK

CERTIFICATION DATE: Nov 3, 2015



RECEIVED

AUG 08 2017

Planning-Comm Dev Dep:  
City of Solana Beach



*Geotechnical Engineering*  
*Coastal Engineering*  
*Maritime Engineering*

Project No. 2880  
June 8, 2017

Ms. Katie Benson  
**CITY OF SOLANA BEACH**  
635 S. Highway 101  
Solana Beach, California 92075

APPLICATION FOR CONDITIONAL USE PERMIT EXTENSION  
NOTCH INFILL  
**197 & 201 PACIFIC AVENUE**  
SOLANA BEACH, CALIFORNIA

REFERENCE: CASE NUMBER CUP 17-15-24 TIME EXTENSION (197 & 201  
PACIFIC AVENUE)

Dear Ms. Benson:

TerraCosta Consulting Group, Inc. (TerraCosta), as the agent and engineer for Messrs. Monroe and Sloan (the "Applicants"), is submitting this application for a City of Solana Beach Conditional Use Permit Time Extension for a period of one year for the following reasons.

TerraCosta has judiciously pursued obtaining a Coastal Development Permit from the Coastal Commission for the project that the City has approved. However, unfortunately, we have met with resistance from Coastal Commission Staff. As City Staff is aware, there has been considerable dialogue between City and Coastal Commission Staff regarding the use of erodible concrete for sea-cave infills on similar projects located on Pacific Avenue. There have been multiple discussions between City and Coastal Staff regarding the pros and cons of using a low-strength erodible concrete vs. the higher strength reinforced and tied-back infills previously recommended in the City's LCP. It was those discussions that caused a total impasse with regard to Coastal Staff approving the City's LCP, eventually causing a substantial re-do in the LCP to reflect Coastal's new views on erodible concrete infills, and ultimately reflected in the City's new LCP, amended June 11, 2014. We are still trying to resolve some of these issues to this day.

**ATTACHMENT 4**

After long negotiations with Coastal Commission Staff, what appears to be a satisfactory design mix for erodible concrete was created to complete the seacave infill project at 523-525 Pacific. In a letter from Coastal, dated August 29, 2016, regarding our current project, Coastal Staff requested that TerraCosta "provide detailed information on proposed erodible infill specifications and a detailed discussion on the proposed method that will be used to determine that the concrete will erode at the same rate as the adjacent bluffs...". To date this issue has not yet been resolved.

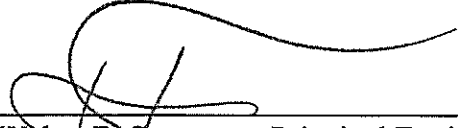
The City Permit for CUP 17-15-24 will expire on October 28, 2017, with the 60-day requirement for application being August 28, 2017. Accordingly, we are requesting a one-year extension to continue to work with Coastal Staff. Given the preceding, we are optimistic that we have finally reached an acceptable resolution with Coastal Staff.

Our updated Coastal Development Permit application was filed with Coastal on April 21, 2017. We are currently scheduled to be heard at the October 11-13, 2017, Coastal Commission Hearing in San Diego, and hope to have resolution from Coastal Staff by this date. That being said, assuming we receive approval at the Hearing, we anticipate it will require three months of effort to complete all of the required prior-to-issuance conditions from the Coastal Commission, and pull the proper permits required to enable construction of the project. Therefore, we anticipate construction should be able to begin in February or March 2018, hence the reason for this Project Extension application.

If you have any questions or require additional information, please feel free to give us a call.

Very truly yours,

TERRACOSTA CONSULTING GROUP, INC.



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Walter F. Crampton, Principal Engineer  
R.C.E. 23792, R.G.E. 245

WFC/lt





Project No. 2880  
September 1, 2017

Geotechnical Engineering  
Coastal Engineering  
Maritime Engineering

Ms. Katie Benson  
**CITY OF SOLANA BEACH**  
635 S. Highway 101  
Solana Beach, California 92075

**CONDITIONAL USE PERMIT EXTENSION FINDINGS**  
**197 & 201 PACIFIC AVENUE**  
**SOLANA BEACH, CALIFORNIA**

REFERENCE: CASE NUMBER CUP 17-15-24 TIME EXTENSION (197 & 201 PACIFIC AVENUE)

TerraCosta Consulting Group, Inc. (TerraCosta), as the agent and engineer for Messrs. Monroe and Sloan (the "Applicants"), is submitting additional information that addresses each of the required findings for the City of Solana Beach Conditional Use Permit (CUP) Time Extension.

The following findings, as listed in the October 28, 2015, Resolution 2015-118, must be satisfied. The following text appears in the same order as was originally presented in the subject resolution, and can be found on Pages 2 through 4 of that resolution.

**FINDINGS**

*SBMC Section 17.72.110 establishes that Council action is required to review and act on a request for an extension of a CUP when Council was the original approving body. The Council may extend the approval of a project if they are able to make the seven (7) required findings, which are as follows:*

- 1. The applicant has presented facts which establish that the applicant has timely and diligently pursued issuance of a building permit during the 24 month period following the issuance of the original approval for the project (or the different period set forth as a condition of approval of the project) or during the then current extension period;*

## PROJECT BACKGROUND

The Applicants are requesting a one-year extension of the previously issued CUP 17-15-24 (Resolution 2015-118) in order to continue their pursuit of a Coastal Development Permit (CDP) from the California Coastal Commission (CCC). The previously approved project consists of the construction of a 90-foot-long erodible concrete notch infill to be placed below the subject residences, north of the existing sea cave infill below 197 Pacific Avenue. The length of the infill is approximately 45 feet below 197 Pacific Avenue, and approximately 45 feet below 201 Pacific. The finished infill is to be sculpted and colored to match the adjacent bluffs.

## PROJECT HISTORY

Since the issuance of the CUP, TerraCosta has judiciously pursued obtaining a CDP from the CCC for the project that the City has approved. However, unfortunately, we have met with resistance from CCC Staff. As City Staff is aware, there has been considerable dialogue between City and CCC Staff regarding the use of erodible concrete for sea-cave infills on similar projects located on Pacific Avenue. There have been multiple discussions between City and CCC Staff regarding the pros and cons of using a low-strength erodible concrete vs. the higher strength reinforced and tied-back infills previously recommended in the City's LCP. It was those discussions that caused a total impasse with regard to CCC Staff approving the City's LCP, eventually causing a substantial re-do in the LCP to reflect CCC's new views on erodible concrete infills, and ultimately reflected in the City's new LCP, amended June 11, 2014. We are still trying to resolve some of these issues to this day.

After long negotiations with CCC Staff, what appears to be a satisfactory design mix for erodible concrete was created to complete the seacave infill project at 523-525 Pacific. In a letter from CCC, dated August 29, 2016, regarding our current project, CCC Staff requested that TerraCosta "provide detailed information on proposed erodible infill specifications and a detailed discussion on the proposed method that will be used to determine that the concrete will erode at the same rate as the adjacent bluffs...". To date this issue has not yet been resolved.



Our updated CDP application was filed with CCC on April 21, 2017. We are currently scheduled to be heard at the October 11-13, 2017, Coastal Commission Hearing in San Diego, and hope to have resolution from CCC Staff by this date.

*2. Circumstances beyond the applicant's control have intervened and prevented the applicant from obtaining the issuance of a building permit for the project prior to expiration of the 24 month period (or the expiration date established as a condition of the approval) or during the then current extension period;*

See Finding #1. The CCC would not accept the initial CDP application as final until it went through a process of revisions. TerraCosta has prepared and submitted an updated CDP application, filed on April 21, 2017. The CUP extension must be approved as a condition precedent to the CCC deeming the CDP application complete.

*3. The application for the extension sets forth a reasonable and substantial factual basis for issuance of the extension;*

As discussed in Finding #1, the CCC Staff recommended approval of the CDP with revisions and the staff continues to support the project. TerraCosta has been working with the CCC staff since August 2016, and has discussed the reapplication with Dr. Lesley Ewing and Diana Lilly of the San Diego Commission office. TerraCosta has also discussed potential acceptable conditions with legal counsel for another City sea cave infill project applicant to address the CCC's concerns and identify "best practice" testing protocols. CCC staff has encouraged the applicants to submit their updated application and TerraCosta is engaged in continued productive discussions with the CCC to develop an acceptable testing procedure. Based on the progress TerraCosta has achieved in obtaining revisions to the initial CDP, continued discussions with CCC staff, collaborations with other sea cave infill projects, and the development of erodible concrete testing procedures to address CCC's concerns, TerraCosta is confident that the CCC will issue the CDP when it considers the updated application.



4. *There is a substantial factual basis to determine that the applicant will be able to perform the actions necessary to obtain issuance of a building permit prior to expiration of the requested extension;*

See Findings ## 1, 2, and 3. As discussed above, the applicants have retained TerraCosta to lead the CDP application effort, including developing a feasible and environmentally protective testing condition that we expect will garner approval from the CCC.

5. *The duration of the extension requested by the applicant is not longer than is reasonably necessary to perform the actions necessary to obtain the issuance of a building permit;*

The applicants are requesting a one-year extension of the previously issued CUP. The following timeline shows the schedule of planned activities necessary to obtain the issuance of permits necessary to commence construction of the project.

**CDP Application Filing with Coastal Commission \***

October 2017

**Meetings with Coastal Commission San Diego Staff and CCC Engineer**

October 2017

**Coastal Commission Hearing**

October 11-13, 2017 (meeting in San Diego)

**Required City Engineering and Public Safety Permits ("Construction Permits")**

October 2017 - January 2018

*\*City Must Approve CUP Extension Prior to CDP Application Being Deemed Complete.*

A one-year extension is the minimum amount of time necessary to complete the CDP application and hearing process and obtain the required Construction Permits. Municipal Code section 17.72. 110(B)(1) limits the minimum duration of extensions to 6 months; however 6 months would not provide sufficient time to complete the CCC's CDP process and obtain the necessary Construction Permits. While it is



anticipated that the applicants will be able to obtain the Construction Permits from the City within the requested one-year extension period (the maximum allowed under the Municipal Code section 17. 72. 110(B)(1)), it is not possible to predict with absolute certainty the timeframes or actions of a regulatory body, such as the CCC. Consequently, if the applicants cannot obtain the requisite permits within the requested one-year extension period, the applicants would apply for another extension.

6. *There have not been any significant changes in the general plan, applicable specific plan, if any, zoning, or character of the area within which the project is located that would cause the approved project to become inconsistent, incompatible, or nonconforming therewith;*

There have been no significant changes to the general plan, zoning, or the character of the area in which the project is located that would cause the approved project to become inconsistent, incompatible, or nonconforming therewith. Further, the City's certified Land Use Plan allows for preemptive construction of erodible concrete sea cave/notch infills.

7. *The granting of an extension shall not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.*

The notch infill project is necessary to provide bluff stabilization and prevent further erosion that could potentially lead in the near future to catastrophic bluff failure, and is intended to obviate the need for a sea wall. Without an extension of the CUP, the applicants would not be able to conduct this critical maintenance and repair work necessary to protect the health, safety, and welfare of its residents and the public who use the beach below and adjacent to the failing bluffs; the project would also protect the applicants and adjacent residential properties. The project plans and required Construction Permits contain terms and conditions designed to avoid and minimize temporary impacts associated with construction activities. For these reasons, granting the CUP extension would not be detrimental to - and would in fact benefit -- the public health, safety, or welfare, nor would it be materially injurious to properties or improvements in the vicinity.



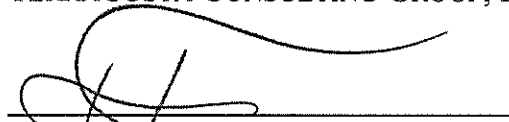
Ms. Katie Benson  
CITY OF SOLANA BEACH  
Project No. 2880

September 1, 2017  
Page 6

If you have any questions or require additional information, please feel free to give us a call.

Very truly yours,

TERRACOSTA CONSULTING GROUP, INC.



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Walter F. Crampton, Principal Engineer  
R.C.E. 23792, R.G.E. 245

WFC/lt







# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** September 12, 2017  
**ORIGINATING DEPT:** Finance  
**SUBJECT:** Quarterly Investment Report

---

## **BACKGROUND:**

California Government Code Section 53600 requires timely reporting of local agency investment transactions and portfolio to the agency's legislative body.

This item is before Council to accept and file the Cash and Investment Report for the quarter ended June 30, 2017.

## **DISCUSSION:**

The investment objectives for the City of Solana Beach are 1) to provide safety to ensure the preservation of capital in the overall portfolio, 2) to provide sufficient liquidity for cash needs and 3) to generate a market rate of return consistent with the Investment Policy. The performance objective for the portfolio is to earn a total rate of return through a market cycle that is equal to or above the return on the benchmark yield. In order to achieve this objective, the portfolio invests in high-quality fixed income securities that comply with the Investment Policy and all applicable regulations governing the funds.

The attached Quarterly Cash and Investment Report ensures that the City complies with Section 53600. The City's investment portfolio complies with the City's Investment Policy that is approved annually by the City Council. The majority of City funds are invested in Chandler Asset Management (Chandler), Public Agency Retirement Services (PARS), and Local Agency Investment Fund (LAIF).

On July 12, 2017, the City Council received its last Quarterly Investment Report from Chandler. At that time, several Council Members expressed a desire to have the City divest itself from any currently held or future acquisition of fossil fuel securities or

CITY COUNCIL ACTION:

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investments. The City's portfolio currently contains three (3) such securities all of which reach maturity within 2½ years. Chandler recommended that, should the City wish to divest from such investments, that it hold the existing securities until maturity and that a Management Directive be provided to Chandler. The Council requested that draft language be prepared for their review. A Management Directive letter is included in Attachment 2 for Council's consideration.

**CEQA COMPLIANCE STATEMENT:**

Not a project as defined by CEQA

**FISCAL IMPACT:**

None

**WORK PLAN:**

N/A

**OPTIONS:**

- Receive reports
- Provide direction

**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council accepts and files the attached Cash and Investment Report for the quarter ended June 30, 2017. If Council desires, direct City Manager to implement the Management Directive included in Attachment 2.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation

  
\_\_\_\_\_  
Gregory Wade, City Manager

Attachments:

1. Cash and Investment Report – June 30, 2017
2. Letter to Chandler Asset Management-Revised Management Directive
3. Chandler Asset Quarterly Investment Report- June 30, 2017

City of Solana Beach  
Cash and Investment Report  
June 30, 2017

Type of Investment	Custodian	Maturity	Current Stated Yield	Percent of Portfolio	Cost Value (Rounded)	Market Value (Rounded)	Current Quarter Yield	Quarter Interest Earned (Rounded)	Fiscal Year to Date Interest Earned (Rounded)
General Checking Account	Union Bank of California	On Demand	N/A	3.58%	\$ 1,434,863	\$ 1,434,863	N/A	N/A	N/A
Payroll Account	Union Bank of California	On Demand	N/A	0.05%	19,669	19,669	N/A	N/A	N/A
Worker's Comp - Checking	Union Bank of California	On Demand	N/A	0.09%	36,861	36,861	N/A	N/A	N/A
Successor Agency - Checking	Union Bank of California	On Demand	N/A	0.59%	237,638	237,638	N/A	N/A	N/A
Local Agency Investment Fund	State of CA	On Demand	N/A	2.53%	1,016,226	1,015,149	0.78%	2,389	26,134
Chandler Asset Management (CMA) Investment Portfolio	US Bank	1 to 3 years	N/A	88.40%	35,454,111	35,308,929	1.27%	200,378	363,360
Public Agency Retirement Services (PARS) US Bank	US Bank	Varied	N/A	2.69%	1,077,715	1,134,346	2.78%	6,163	49,376
Wells Fargo Advantage Money Market (Cash with Fiscal Agent)	Wells Fargo Bank	Varied	N/A	0.59%	235,883	235,883	0.00%	189	248
Blackrock Institutional Funds 2006 Sewer Revenue Bonds (Cash with Fiscal Agent)	Union Bank of California	Varied	N/A	1.48%	594,265	594,265	0.42%	887	2,409
Total Cash and Investments					100.00%	\$ 40,107,232	\$ 40,017,605	\$ 210,006	\$ 441,528

(1) Funds may be withdrawn with 24 hours notice  
 (2) Source: Monthly Pooled Money Investment Account Market Valuation as reported by LAIF (if available)  
 (3) Source: US Bank Asset Summary  
 (4) Source: fiscal agent month-end statements.  
 (5) Source: CMA statements  
 (6) Includes accrued interest  
 (7) Includes realized investment gains/losses

I certify that this report accurately reflects all pooled investments and is in compliance with Government Code Section 53640-53646 as amended January 1, 1996, as well as the investment policy of the City of Solana Beach as approved annually by the City Council.

Furthermore, I certify that sufficient investment liquidity and anticipated revenues are available to meet the City's budgeted expenditure requirements for the next six months

Date 8/29/17

*Marie Maron Berkuti*

Approved by  
Marie Maron Berkuti  
Finance Manager/Treasurer

Prepared by  
Catherine Wong  
Accountant



## CITY OF SOLANA BEACH

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[www.cityofsolanabeach.org](http://www.cityofsolanabeach.org)

September 12, 2017

Chandler Asset Management  
6225 Lusk Boulevard  
San Diego, CA 92121

### **SUBJECT: REVISED MANAGEMENT DIRECTIVE ON MANAGING THE CITY'S INVESTMENTS**

To Whom It May Concern:

The City of Solana Beach entered into a discretionary agreement in March 2016 with Chandler Asset Management, an SEC-registered investment advisor, to manage a portion of the City's portfolio in a disciplined, active manner that complies with the City's investment policy and stated objectives of safety, liquidity and yield.

After detailed consultation with Chandler's investment team, the City selected the 1-3 year Limited Maturity investment strategy. The strategy invests in a well-diversified portfolio of securities. Chandler will make best efforts to maintain the City's market risk as measured by modified duration within +/- 10% of the duration of the strategy benchmarks

<b>Strategy</b>	<b>Benchmark</b>
1-3 Year Investment Strategy	Bank of America Merrill Lynch 1-3 Year US Treasury & Agency Index

The same indices will be used as the benchmark against which the performance in Chandler's portion of the portfolio will be measured.

Pursuant to City Council direction provided on September 12, 2017, the portfolio is prohibited from purchasing securities issued by fossil fuel companies that directly source the majority of their revenue from oil, gas and/or coal production. Additionally, the City directs Chandler to divest from any such securities presently owned by the City upon maturity.

This directive is in effect as of September 12, 2017. It will remain in effect until replaced by a revised directive.

Sincerely,

Gregory Wade  
City of Solana Beach  
City Manager

**ATTACHMENT 2**

# City of Solana Beach

Period Ending  
June 30, 2017



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**SECTION 1**

**Economic Update**

**SECTION 2**

**Account Profile**

**SECTION 3**

**Portfolio Holdings**

**SECTION 4**

**Transactions**



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## SECTION 1

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### Economic Update

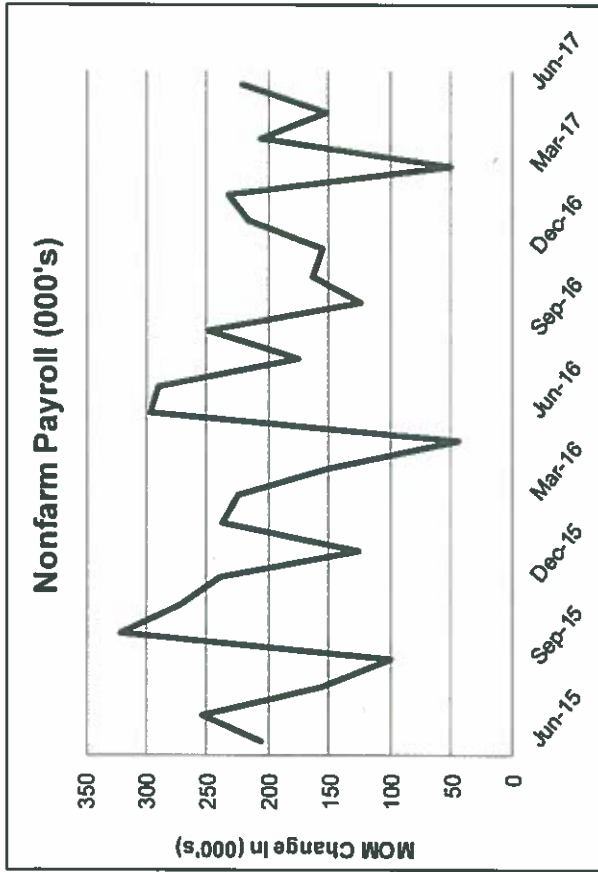


## Economic Update

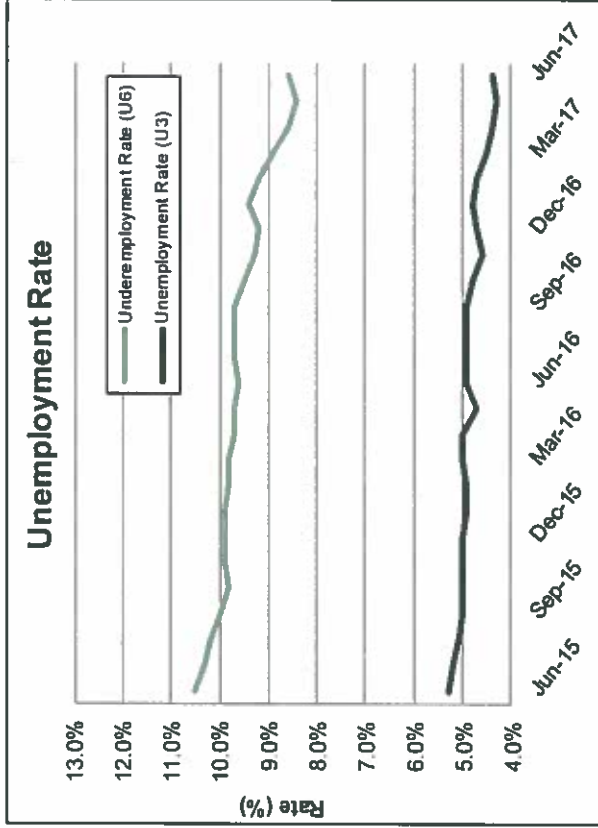
- The Federal Open Market Committee (FOMC) raised the fed funds target rate by 25 basis points to a range of 1.00%-1.25% at the June 13-14 meeting. However, the FOMC statement indicated that the stance of monetary policy remains accommodative. The FOMC also noted that economic activity has been rising moderately and job gains have been solid, but inflation has recently declined. Nevertheless, the FOMC expects inflation to stabilize around 2.0% over the medium term. The Committee expects to begin trimming the Fed's balance sheet later this year. The Fed's updated Summary of Economic Projections reflects downward revisions to the Fed's median unemployment rate projections for this year and future years, as well as a downward revision to the Fed's median 2017 inflation forecast. The updated projections suggest that the Fed anticipates the labor market to tighten further over the coming years without much impact on inflation. The Fed still expects the fed funds rate to reach 1.4% by the end of this year (which implies one more rate hike before year-end) and 3.0% over the longer-run.
- Domestic economic data remains indicative of slow growth. The economy is likely at or near full employment, consumer confidence is strong, manufacturing indicators are indicative of modest expansion, and housing trends remain favorable. Looking ahead, a potential boost in fiscal stimulus could provide a further tailwind to economic growth. GDP grew by 1.4% in the first quarter, following growth of 2.1% in the fourth quarter. We expect modest economic growth of about 2.0%-2.5% for the full year 2017.
- Treasury yields increased modestly in June, led by the 5-year note. The 2-year and 10-year Treasury yields both increased by ten basis points month-over-month, while the 5-year Treasury yield increased 14 basis points. The move higher in domestic yields occurred late in the month, coinciding with hawkish comments from ECB President Draghi. His comments also provided a catalyst for sovereign yields in Germany and Japan to move higher. On a year-over-year basis, Treasury yields have increased meaningfully, with the 2-year Treasury yield up 80 basis points and the 10-year Treasury yield up 83 basis points. The Federal Reserve has raised the fed funds target rate by 25 basis points three times in the past year.



# CAI Employment

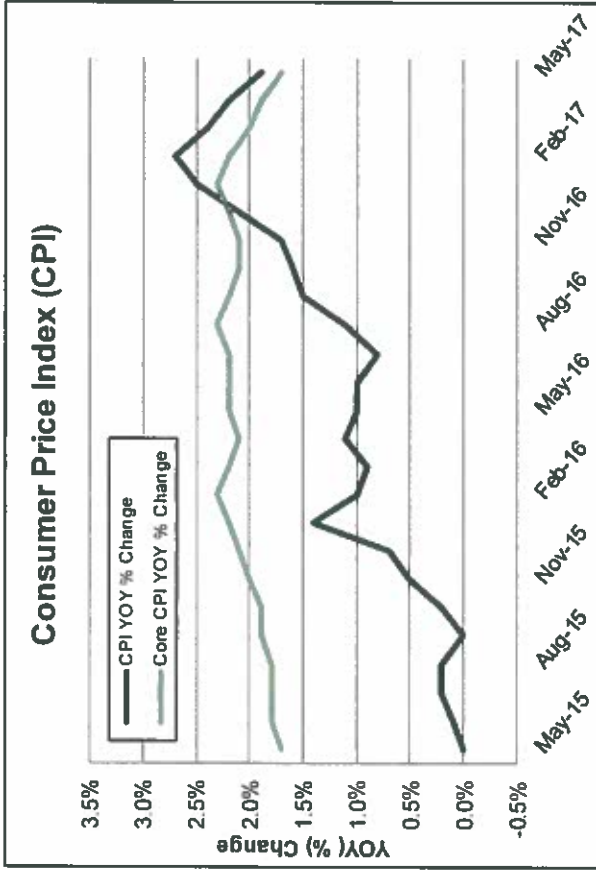


Source: US Department of Labor

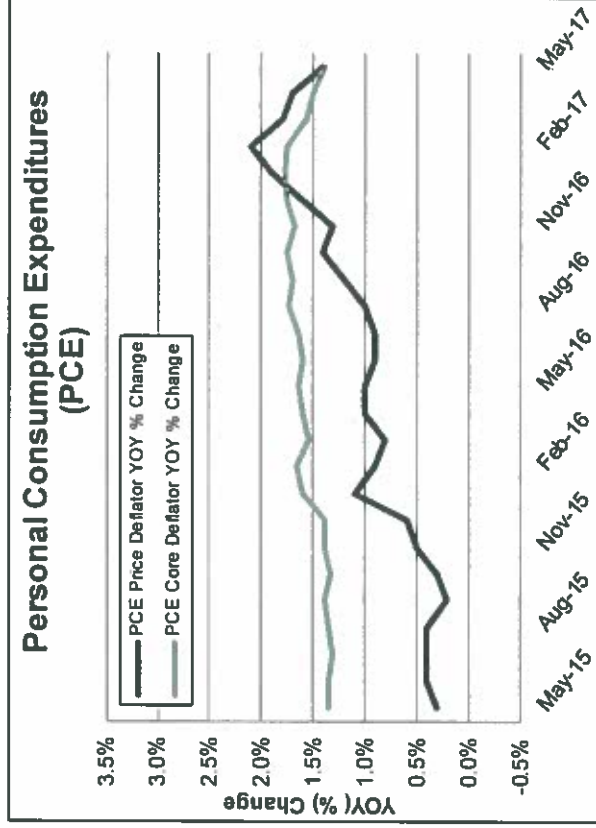


Source: US Department of Labor

Job growth was stronger than expected in June but wages remained lackluster. Nonfarm payrolls increased by 222,000 versus the consensus forecast of 178,000. In addition, April and May payrolls were revised up by 47,000 in total. The average increase in monthly payrolls was 194,000 during the second quarter, up from 166,000 per month during the first quarter. The unemployment rate ticked up to 4.4% in June from 4.3% in May, but the labor participation rate also edged up to 62.8% from 62.7%. A broader measure of unemployment called the U-6, which includes those who are marginally attached to the labor force and employed part time for economic reasons, increased to 8.6% in June from 8.4% in May, however this compares to 9.6% in June 2016. Wage growth rose just 0.2% in June, following a downwardly revised gain of 0.1% in May. On a year-over-year basis, wages were up 2.5% in June, versus 2.4% in May.

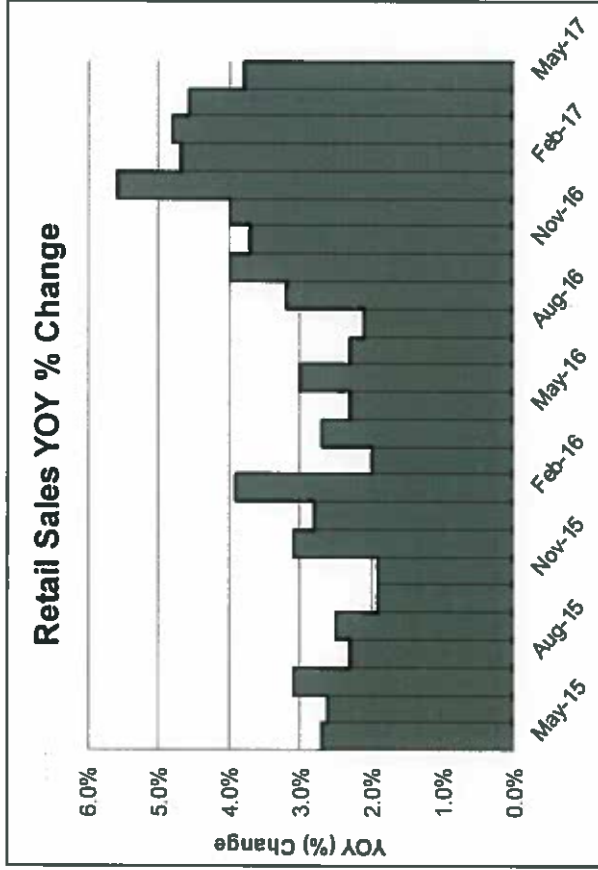


Source: US Department of Labor

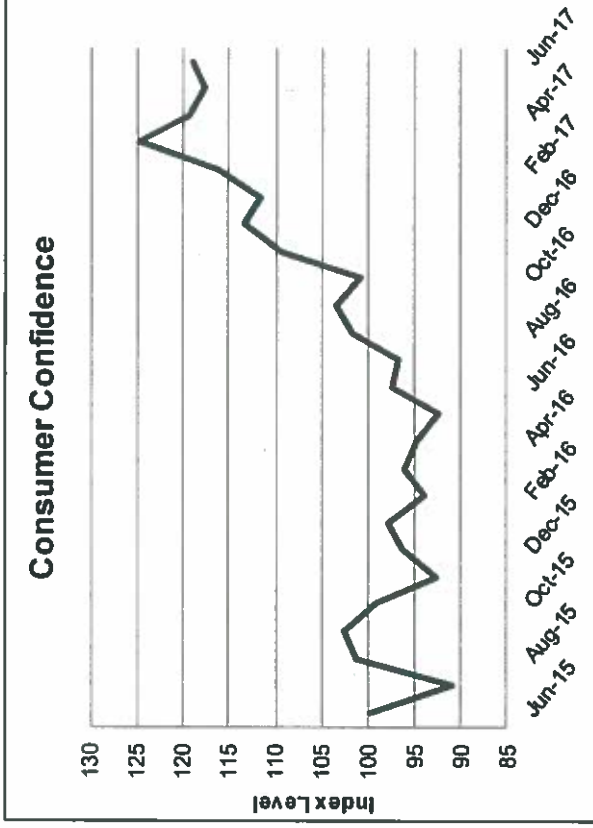


Source: US Department of Labor

The Consumer Price Index (CPI) was up 1.9% year-over-year in May, versus up 1.7% year-over-year in April. The Personal Consumption Expenditures (PCE) index was up 1.4% year-over-year in May, versus up 1.7% year-over-year in April. Core CPI (CPI less food and energy) was up just 1.7% year-over-year in May, versus up 1.9% year-over-year in April. Core PCE (excluding food and energy) was also up just 1.4% year-over-year in May, versus up 1.5% year-over-year in April. Core CPI is has fallen back below the Fed's 2.0% target, and the Fed's primary inflation gauge (PCE) also remains below the target.



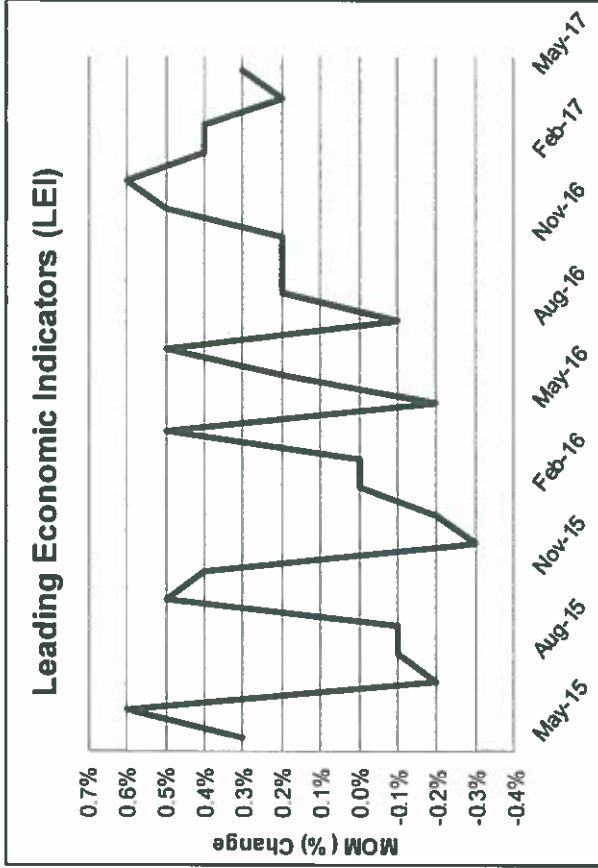
Source: US Department of Commerce



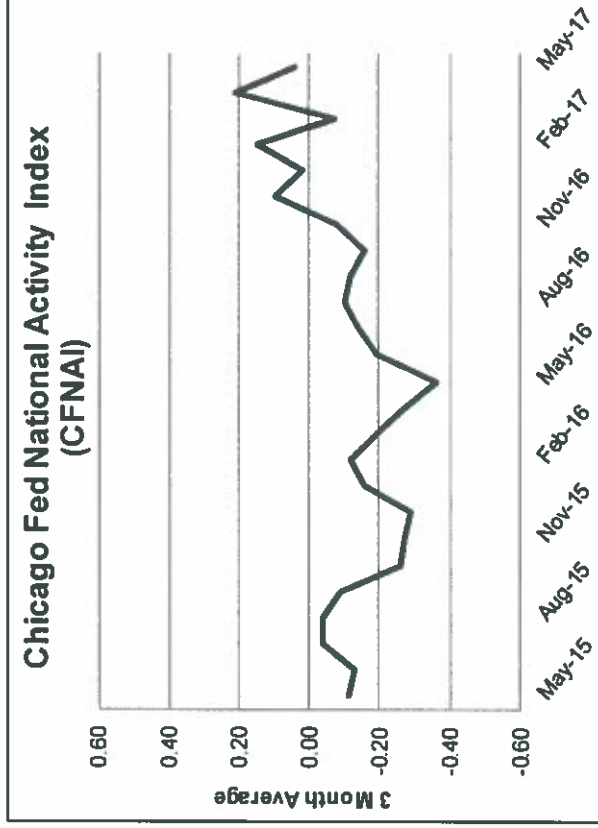
Source: Federal Reserve

On a year-over-year basis, total retail sales were up 3.8% in May compared with a 4.6% increase in April. On a month-over-month basis, retail sales declined 0.3% in May, below expectations for a 0.1% increase, following a 0.4% increase in April. Excluding autos and gas, retail sales were flat in May, following a 0.5% gain in April. Overall, consumer spending trends remain soft. However, the consumer confidence index remained strong in June at 118.9 versus 117.6 in May.

# CAI | Economic Activity

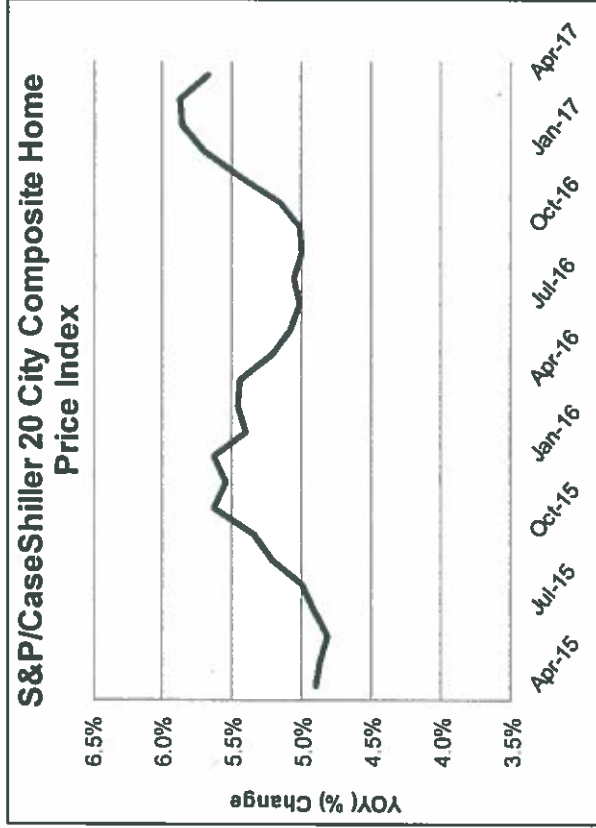
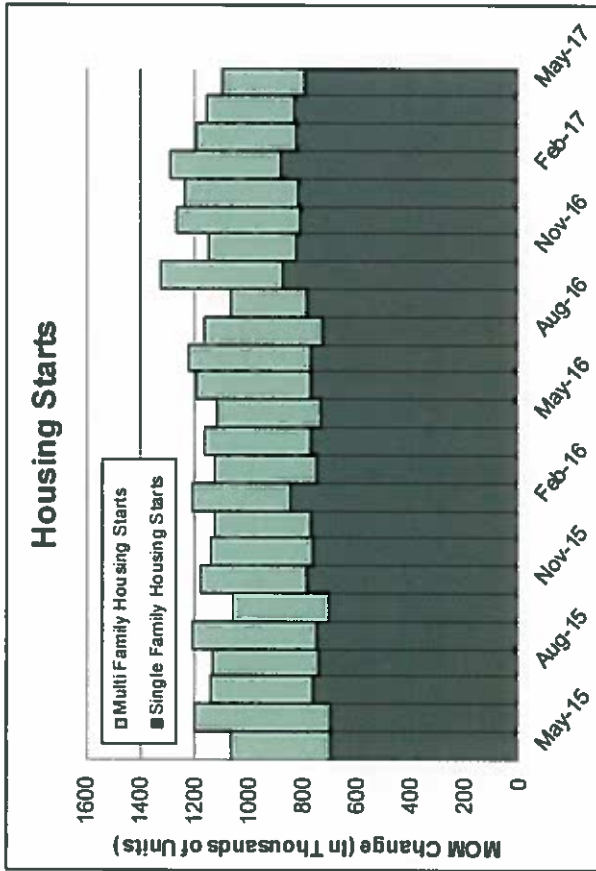


Source: The Conference Board

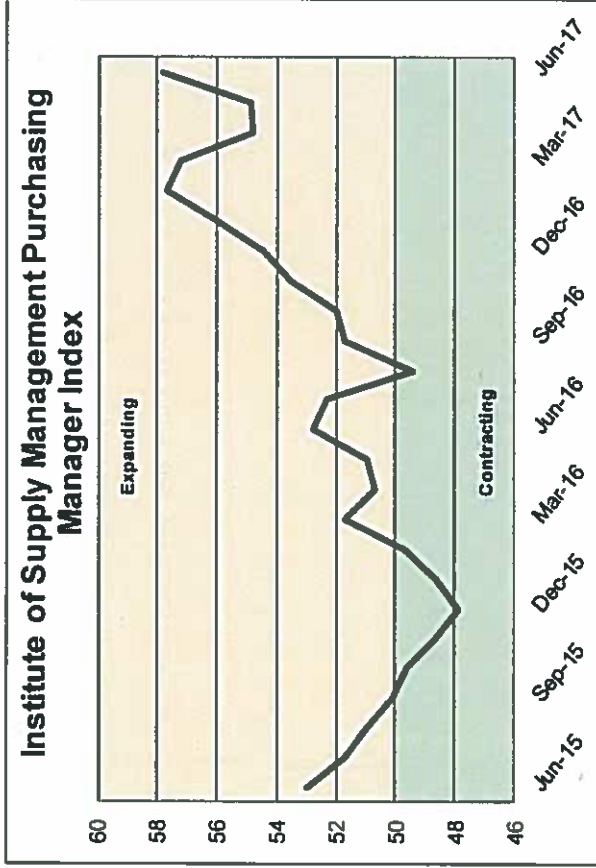


Source: Federal Reserve Bank of Chicago

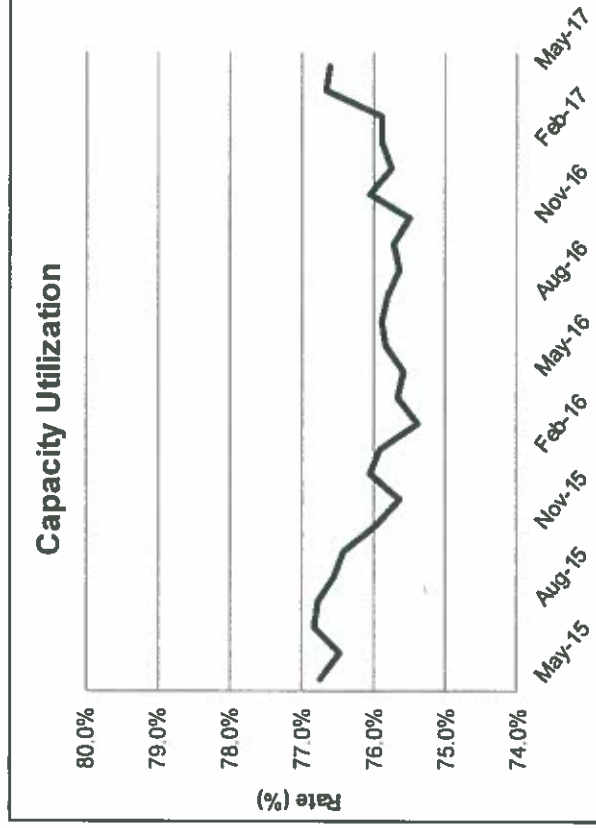
The Index of Leading Economic Indicators (LEI) rose 0.3% in May, in line with expectations, following a 0.2% increase in April. According to the Conference Board, the LEI suggests economic growth will remain on, or possibly moderately above, its long-term trend of about 2% growth through year-end. However, the Chicago Fed National Activity Index (CFNAI) declined to 0.04 in May on a 3-month moving average basis from 0.21 in April. The index declined meaningfully in May, which weighed on the three month moving average.



Total housing starts fell 5.5% in May, following a 2.8% decrease in April, missing expectations. Single-family starts declined 3.9% in May, and multi-family starts fell 9.7%. Permits were also weaker than expected in May, down 4.9%. According to the Case-Shiller 20-City home price index, home prices were up 5.7% year-over-year in April, versus up 5.9% year-over-year in March.



Source: Institute for Supply Management



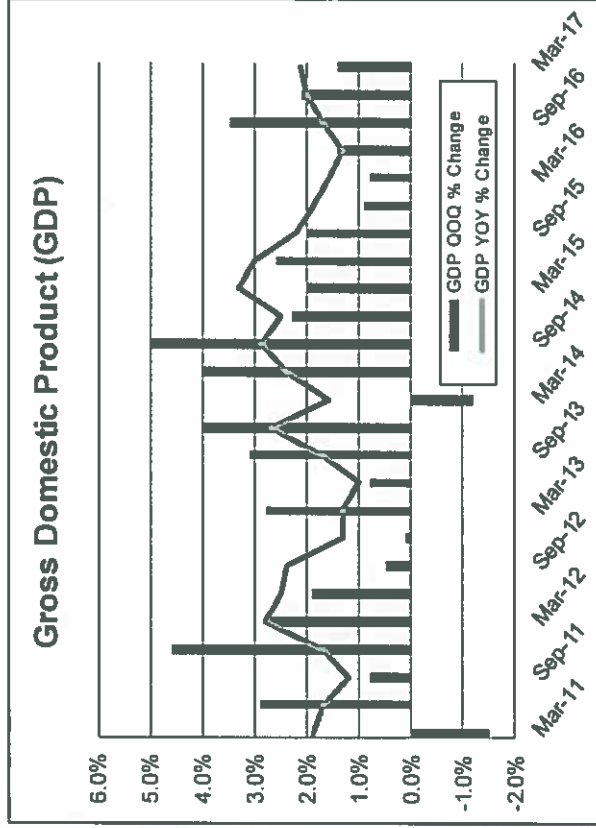
Source: Federal Reserve

The Institute for Supply Management (ISM) manufacturing index increased to 57.8 in June from 54.9 in May, suggesting that manufacturing activity is accelerating. The report was stronger than expected. Notably, a reading above 50.0 suggests the manufacturing sector is expanding. However, capacity utilization, which is production divided by capacity, decreased to 76.6% in May from 76.7% in April. The capacity utilization rate remains below the long-run average of 79.9% (1972-2016), suggesting there is still excess capacity in the industrial sector.

# CAI | Gross Domestic Product (GDP)

Components of GDP	6/16	9/16	12/16	3/17
Personal Consumption Expenditures	2.9%	2.0%	2.4%	0.8%
Gross Private Domestic Investment	-1.3%	0.5%	1.5%	0.6%
Net Exports and Imports	0.2%	0.9%	-1.8%	0.2%
Federal Government Expenditures	0.0%	0.2%	-0.1%	-0.1%
State and Local (Consumption and Gross Investment)	-0.3%	0.0%	0.1%	0.0%
<b>Total</b>	<b>1.4%</b>	<b>3.5%</b>	<b>2.1%</b>	<b>1.4%</b>

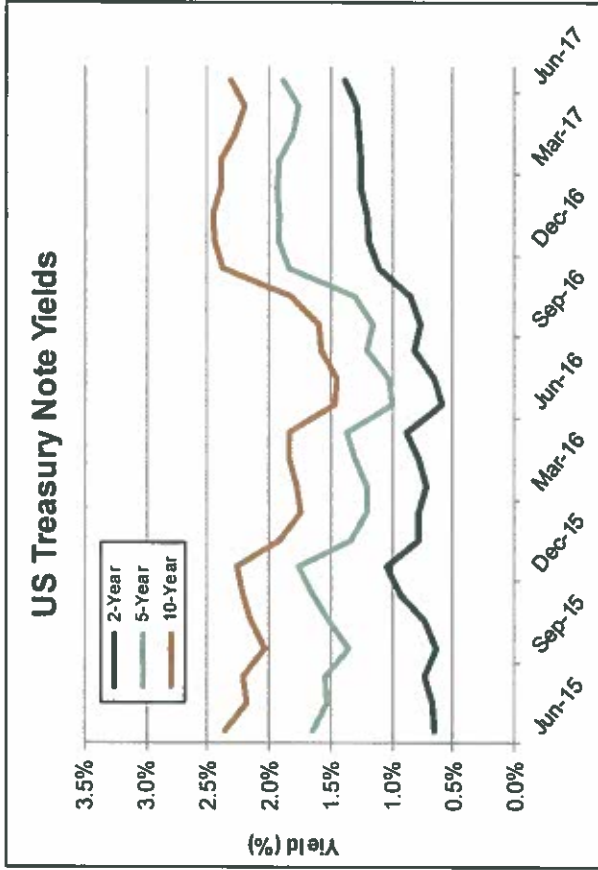
Source: US Department of Commerce



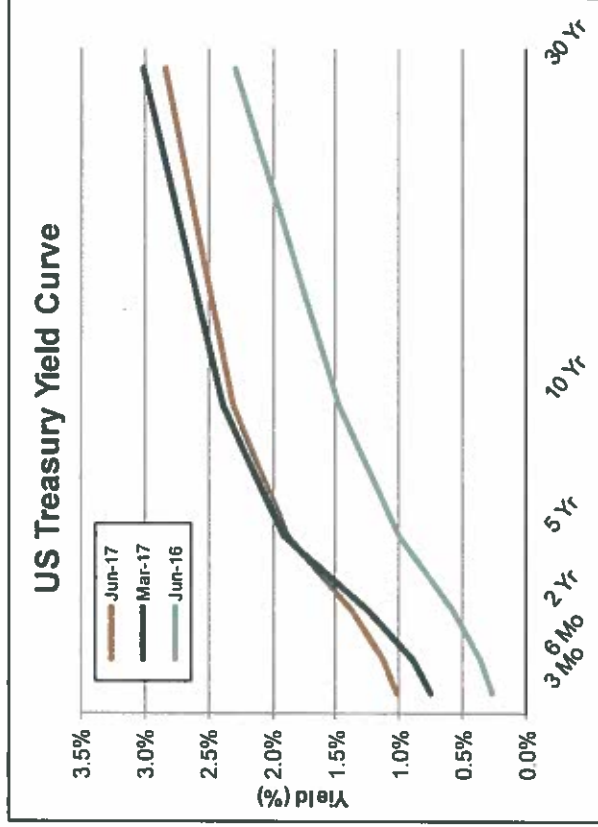
Source: US Department of Commerce

First quarter GDP growth was revised up to 1.4% from the second estimate of 1.2% and the advance estimate of 0.7%. The most recent upward revision was driven by an increase in consumer spending and net exports. Economic growth is believed to have improved in the second quarter to a pace of about 3.0%. The consensus forecast currently calls for GDP growth of about 2.4% in the third quarter.

# CAM | Bond Yields



Source: Bloomberg



Source: Bloomberg

Over the past three months the yield curve flattened. The spread between 2-year and 10-year Treasury yields narrowed to 92 basis points as of June 30, compared to 114 basis points on March 31. In the three months ending in June, the 2-year Treasury yield increased nearly 13 basis points while the 10-year Treasury yield decreased eight basis points. Immediately following the US Presidential election last fall, the Treasury yield curve steepened meaningfully, driven by heightened expectations for fiscal stimulus and economic growth under the Trump administration. However, as the post-election exuberance started to wane earlier this year, the yield curve flattened. Since the election, the 2-year Treasury yield is up about 60 basis points and the 10-year Treasury yield is up about 50 basis points.





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## SECTION 2

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### Account Profile

## **Investment Objectives**

The investment objectives for the City of Solana Beach, in order of priority, are to provide safety to ensure the preservation of capital in the overall portfolio, provide sufficient liquidity for cash needs, and a market rate of return consistent with the investment program.

## **Chandler Asset Management Performance Objective**

The performance objective for the portfolio is to earn a total rate of return through a market cycle that is equal to or above the return on the benchmark index.

## **Strategy**

In order to achieve this objective, the portfolio invests in high-quality fixed income securities that comply with the investment policy and all regulations governing the funds.



City of Solana Beach  
June 30, 2017

### COMPLIANCE WITH INVESTMENT POLICY

Assets managed by Chandler Asset Management are in full compliance with State law and the City's investment policy.

Category	Standard	Comment
Treasury Issues	No limitations	Complies
Federal Agencies	25% per agency issuer	Complies
Municipal Securities	"A" or higher by a NRSRO; 30% maximum; 5% max per issuer	Complies
Supranationals	"AA" rated or higher by a NRSRO; 30% max; 10% per issuer; U.S. dollar denominated; Issued by: IBRD, IFC, IADB	Complies
Medium Term Notes	"A" or higher by a NRSRO; 30% maximum; 5% max per issuer; Issuer is a corp organized and operating within the U.S.	Complies
FDIC insured Time Deposits/ Certificates of Deposit	Amount per institution limited to the max covered under FDIC; 20% maximum (combination of FDIC insured and collateralized TDs/CDs); 5% per issuer	Complies
Collateralized Time Deposits/ Certificates of Deposit	20% maximum (combination of FDIC insured and collateralized TDs/CDs); 5% per issuer	Complies
Negotiable Certificates of Deposit	No rating required if amount of the NCD is covered by FDIC insured limit; if above FDIC insured limit, requires "A-1" rated or higher by a NRSRO or "A" rated long term issuer by a NRSRO; 30% maximum (inclusive of CDARS); 5% per issuer	Complies
Banker's Acceptances	"A-1" or higher short-term rating by a NRSRO; or "A" or higher long-term by a NRSRO; 40% maximum; 5% max per issuer; 180 days max maturity	Complies
Commercial Paper	"A-1" or higher short term rating by a NRSRO; "A" rated long term issuer by a NRSRO; 25% maximum; 5% per issuer; 270 days max maturity; Issuer is a corp organized and operating in U.S. with assets in excess of \$500 million; 10% max of the issuer's outstanding commercial paper	Complies
Asset-Backed Securities	"AA" or higher by a NRSRO; "A" rated issuer rating or higher by a NRSRO; 20% maximum; 5% per issuer; Mortgage collateral is prohibited	Complies
Money Market Mutual Funds	"AAA" rated or highest rating by two NRSROs; 20% maximum; Registered funds, managed by adviser with 5+ years experience and \$500mm AUM	Complies
Prohibited Securities	Futures and Options; Inverse floaters; Ranges notes, Interest-only strips from mortgaged backed securities; Zero interest accrual securities; Reverse Repurchase Agreements; Securities lending; Foreign currency denominated	Complies
Repurchase Agreements	1 yr max maturity; collateralized 102% of market value; Not used by investment adviser	Complies
Local Agency Investment Fund	Maximum program; Not used by investment adviser	Complies
Callable Securities	20% maximum (does not include "make whole call" securities)	Complies
Max per Issuer	No more than 5% in any single issuer except US Gov. Agencies, Supranationals, Money Market Funds, LAIF, or LGP	Complies
Maximum Maturity	5 years	Complies

# GA | Portfolio Characteristics

## City of Solana Beach

	6/30/2017	3/31/2017
	<b>Benchmark*</b>	<b>Portfolio</b>
Average Maturity (yrs)	1.86	1.90
Modified Duration	1.81	1.79
Average Purchase Yield	n/a	1.18%
Average Market Yield	1.40%	1.38%
Average Quality**	AAA	AA+/Aa1
Contributions/Withdrawals		2,991,996
Total Market Value		35,428,692
		32,331,371

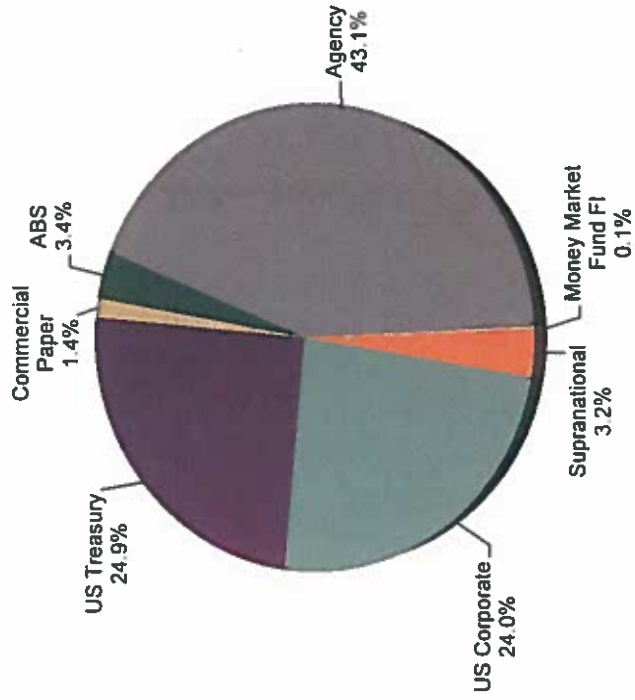
\*BAML 1-3 Yr US Treasury/Agency Index

\*\*Benchmark is a blended rating of S&P, Moody's, and Fitch. Portfolio is S&P and Moody's respectively.

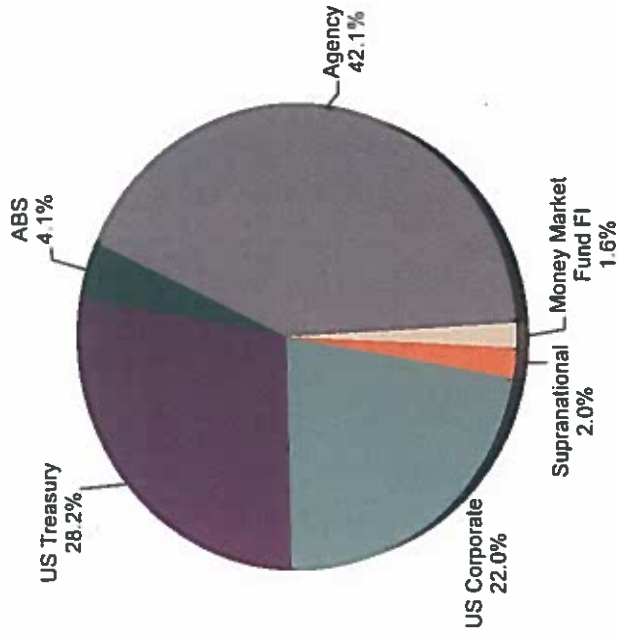
# CAM | Sector Distribution

## City of Solana Beach

June 30, 2017



March 31, 2017



City of Solana Beach – Account #10471

As of 6/30/2017

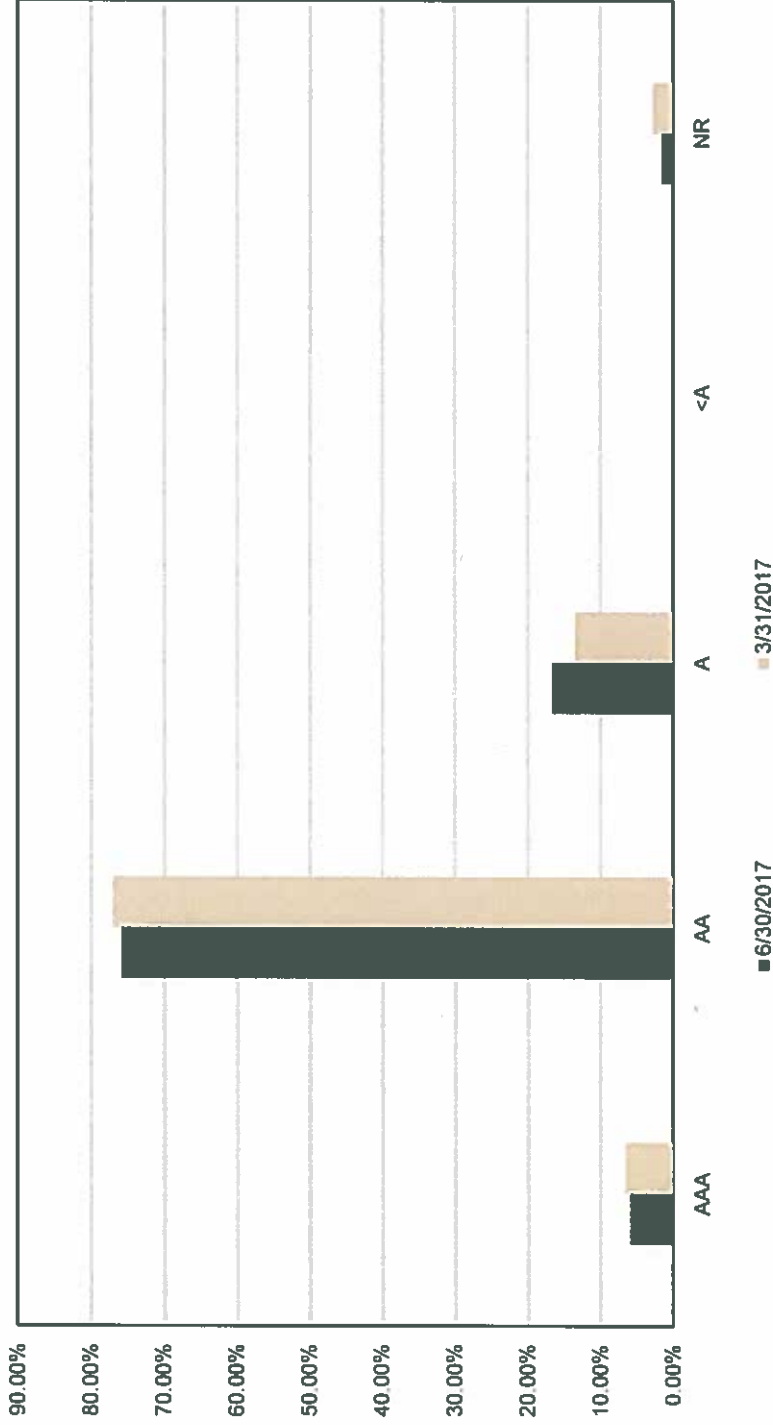
Issue Name	Investment Type	% Portfolio
Government of United States	US Treasury	24.86%
Federal Farm Credit Bank	Agency	16.35%
Federal Home Loan Mortgage Corp	Agency	11.42%
Federal National Mortgage Association	Agency	10.90%
Federal Home Loan Bank	Agency	4.40%
Intl Bank Recon and Development	Supranational	1.83%
Bank of New York	US Corporate	1.44%
Apple Inc	US Corporate	1.42%
Bank of Tokyo-Mit UFJ	Commercial Paper	1.41%
HSBC USA Corp	US Corporate	1.39%
Inter-American Dev Bank	US Corporate	1.36%
US Bancorp	Supranational	1.29%
PNC Financial Services Group	US Corporate	1.28%
Toyota Motor Corp	US Corporate	1.27%
Honda ABS	ABS	1.22%
Honda Motor Corporation	US Corporate	1.21%
Home Depot	US Corporate	1.20%
Deere & Company	US Corporate	1.17%
Praxair	US Corporate	1.15%
State Street Bank	US Corporate	1.03%
General Electric Co	US Corporate	1.01%
Toyota ABS	ABS	0.93%
John Deere ABS	ABS	0.89%
Exxon Mobil Corp	US Corporate	0.88%
Wells Fargo Corp	US Corporate	0.86%
Microsoft	US Corporate	0.85%
JP Morgan Chase & Co	US Corporate	0.85%
Qualcomm Inc	US Corporate	0.85%
Intel Corp	US Corporate	0.85%
Coca Cola Co.	US Corporate	0.85%

City of Solana Beach – Account #10471

As of 6/30/2017

Issue Name	Investment Type	% Portfolio
Charles Schwab Corp/The	US Corporate	0.72%
Oracle Corp	US Corporate	0.70%
Boeing Company	US Corporate	0.46%
Paccar Financial	US Corporate	0.45%
Pepsico Inc	US Corporate	0.43%
ChevronTexaco Corp	US Corporate	0.42%
Nissan ABS	ABS	0.37%
First American Govt Oblig Fund	Money Market Fund FI	0.05%
<b>Total</b>		<b>100.00%</b>

## City of Solana Beach June 30, 2017 vs. March 31, 2017



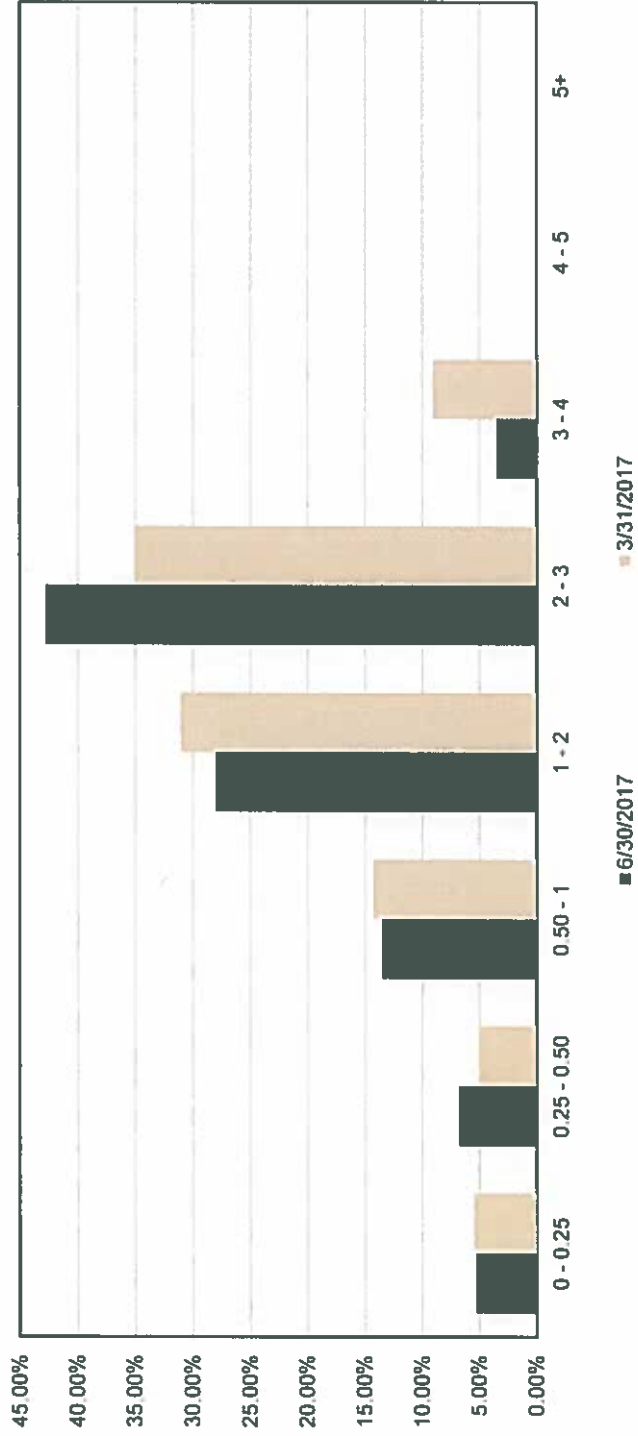
	AAA	AA	A	<A	NR
06/30/17	5.9%	75.9%	16.6%	0.0%	1.6%
03/31/17	6.6%	77.1%	13.5%	0.0%	2.8%

Source: S&P Ratings



# Duration Distribution

City of Solana Beach  
June 30, 2017 vs. March 31, 2017



	0 - 0.25	0.25 - 0.50	0.50 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5+
06/30/17	5.3%	6.8%	13.5%	28.0%	42.8%	3.5%	0.0%	0.0%
03/31/17	5.5%	4.9%	14.3%	31.1%	35.1%	9.1%	0.0%	0.0%



# Investment Performance

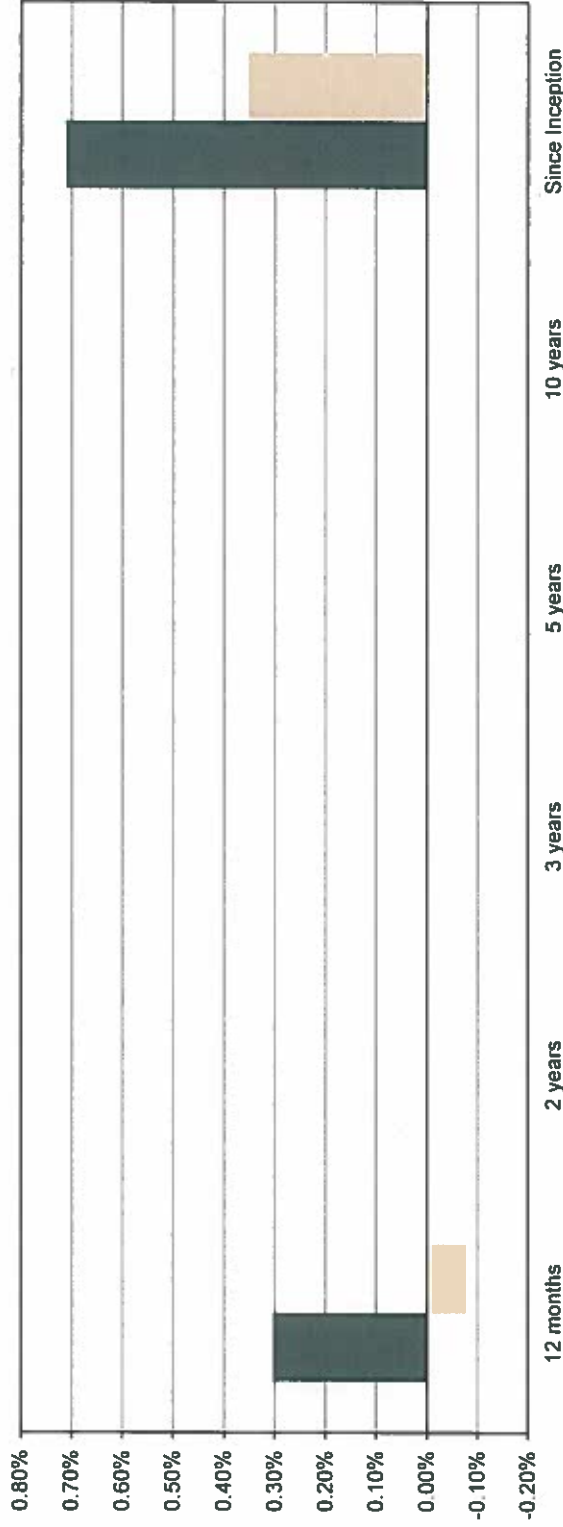
## City of Solana Beach

Period Ending  
June 30, 2017

Total Rate of Return

Annualized Since Inception

March 31, 2016



■ City of Solana Beach ■ BAML 1-3 Yr US Treasury/Agency Index

### Annualized

	3 months	12 months	2 years	3 years	5 years	10 years	Since Inception
City of Solana Beach	0.31%	0.30%	N/A	N/A	N/A	N/A	0.71%
BAML 1-3 Yr US Treasury/Agency Index	0.18%	-0.08%	N/A	N/A	N/A	N/A	0.35%

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



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## SECTION 3

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### Portfolio Holdings

City of Solana Beach - Account #10471

For the Month Ending 6/30/2017

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>ABS</b>									
47788NAB4	John Deere Owner Trust 2016-B A2 1.090% Due 02/15/2019	185,272.14	07/19/2016 1.10%	185,260.85 185,260.85	99.91 1.39%	185,104.08 89.75	0.52% (156.77)	Aaa / NR AAA	1.63 0.31
43814RAB2	Honda Auto Receivables 2016-4 A2 1.040% Due 04/18/2019	307,759.01	10/18/2016 1.05%	307,750.42 307,750.42	99.83 1.40%	307,223.80 115.58	0.87% (526.62)	NR / AAA AAA	1.80 0.48
65478WAB1	Nissan Auto Receivables Owner 2016-C A2A 1.070% Due 05/15/2019	131,681.37	08/02/2016 1.08%	131,676.18 131,676.18	99.87 1.40%	131,514.06 62.62	0.37% (162.12)	Aaa / NR AAA	1.87 0.39
89231LAB3	Toyota Auto Receivables Owner 2016-D 1.060% Due 05/15/2019	199,470.79	10/04/2016 1.07%	199,454.83 199,454.83	99.85 1.39%	199,177.53 93.97	0.56% (277.30)	Aaa / AAA NR	1.87 0.45
47787XAB3	John Deere Owner Trust 2017-A A2 1.500% Due 10/15/2019	130,000.00	02/22/2017 1.50%	129,999.48 129,999.48	99.97 1.54%	129,962.04 86.67	0.37% (37.44)	Aaa / NR AAA	2.29 0.84
89231UAD9	Toyota Auto Receivables 2016-B 1.300% Due 04/15/2020	130,000.00	05/02/2016 1.31%	129,993.36 129,993.36	99.72 1.57%	129,635.87 75.11	0.37% (357.49)	Aaa / AAA NR	2.79 1.06
43814QAC2	Honda Auto Receivables 2016-2 A3 1.390% Due 04/15/2020	125,000.00	05/24/2016 1.40%	124,997.58 124,997.58	99.79 1.59%	124,735.25 77.22	0.35% (262.33)	Aaa / NR AAA	2.79 1.09
<b>Total ABS</b>		<b>1,209,183.31</b>	<b>1.17%</b>	<b>1,209,132.70</b>	<b>1.45%</b>	<b>1,207,352.63</b> <b>600.92</b>	<b>3.41%</b> <b>(1,780.07)</b>	<b>Aaa / AAA</b> <b>Aaa</b>	<b>2.06</b> <b>0.60</b>
<b>Agency</b>									
3133ECZ31	FFCB Note 1.410% Due 09/06/2017	118,000.00	04/13/2016 0.81%	118,979.40 118,979.40	100.08 0.97%	118,063.93 531.49	0.33% (885.47)	Aaa / AA+ AAA	0.19 0.18
3134G3J68	FHLMC Callable Note 1X 3/18/2013 0.900% Due 08/18/2017	250,000.00	04/14/2016 0.78%	250,407.50 250,407.50	99.97 1.05%	249,918.50 643.75	0.71% (489.00)	Aaa / AA+ AAA	0.22 0.22
3137EAD4	FHLMC Note 1.000% Due 12/15/2017	260,000.00	03/30/2016 0.82%	260,793.00 260,793.00	99.92 1.17%	259,801.36 115.56	0.73% (991.64)	Aaa / AA+ AAA	0.46 0.46
3133EEFE5	FFCB Note 1.125% Due 12/18/2017	230,000.00	05/19/2016 0.92%	230,752.10 230,752.10	99.96 1.21%	229,913.75 93.44	0.65% (836.35)	Aaa / AA+ AAA	0.47 0.46
3133EGAS4	FFCB Note 0.750% Due 02/16/2018	450,000.00	05/19/2016 0.93%	448,641.00 448,641.00	99.76 1.14%	448,901.10 1,265.63	1.27% 260.10	Aaa / AA+ AAA	0.63 0.62
313378A43	FHLB Note 1.375% Due 03/09/2018	450,000.00	05/24/2016 0.98%	453,154.50 453,154.50	100.10 1.23%	450,450.45 1,925.00	1.28% (2,704.05)	Aaa / AA+ AAA	0.69 0.88
3133EFV87	FFCB Note 0.875% Due 03/29/2018	260,000.00	04/25/2016 0.91%	259,838.80 259,838.80	99.75 1.21%	259,350.52 581.39	0.73% (486.28)	Aaa / AA+ AAA	0.75 0.74
3137EAE3	FHLMC Note 0.750% Due 04/09/2018	475,000.00	Various 0.91%	473,555.25 473,555.25	99.62 1.24%	473,217.80 811.46	1.34% (337.45)	Aaa / AA+ AAA	0.78 0.77
3133EF3B1	FFCB Note 0.750% Due 04/18/2018	250,000.00	04/07/2016 0.82%	249,660.00 249,660.00	99.60 1.25%	249,008.50 380.21	0.70% (651.50)	Aaa / AA+ AAA	0.80 0.79
3130A8EJ8	FHLB Note 0.850% Due 06/05/2018	500,000.00	06/09/2016 0.86%	499,920.00 499,920.00	99.47 1.43%	497,334.00 306.94	1.40% (2,586.00)	Aaa / AA+ AAA	0.93 0.92
3133EEG60	FFCB Note 1.150% Due 08/06/2018	150,000.00	04/27/2016 0.98%	150,562.50 150,562.50	99.88 1.26%	149,825.55 694.79	0.42% (736.95)	Aaa / AA+ AAA	1.10 1.08

City of Solana Beach - Account #10471

For the Month Ending 6/30/2017

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
3133EGF03	FCCB Note 0.875% Due 09/14/2018	500,000.00	08/13/2016 0.85%	500,245.00	99.45	497,230.00	1.41% (3,015.00)	Aaa / AA+	1.21
3136G0E31	FNMA Callable Note 1X 9/27/2013 1.250% Due 09/27/2018	250,000.00	03/29/2016 0.94%	251,902.50	99.88	249,689.50	0.71% (2,213.00)	Aaa / AA+	1.24
3133EFX69	FCCB Note 0.960% Due 10/05/2018	500,000.00	Various 0.97%	499,846.40	99.50	497,502.50	1.41% (2,343.90)	Aaa / AA+	1.27
3133EFPJ0	FCCB Note 1.290% Due 11/19/2018	300,000.00	05/31/2016 1.04%	301,842.00	99.81	299,441.40	0.85% (2,400.60)	Aaa / AA+	1.39
3133EGM69	FCCB Note 1.100% Due 12/05/2018	600,000.00	12/13/2016 1.26%	598,140.00	99.64	597,817.80	1.69% (322.20)	Aaa / AA+	1.43
3135G0G72	FNMA Note 1.125% Due 12/14/2018	260,000.00	04/12/2016 1.02%	260,730.60	99.64	259,076.74	0.73% (1,653.86)	Aaa / AA+	1.46
3133EFSJ7	FCCB Note 1.300% Due 12/14/2018	375,000.00	05/18/2016 1.09%	376,995.00	99.91	374,663.63	1.06% (2,331.37)	Aaa / AA+	1.46
3133EFZ00	FCCB Note 1.030% Due 02/12/2019	500,000.00	Various 1.02%	500,110.00	99.44	497,212.00	1.41% (2,898.00)	Aaa / AA+	1.62
3135G0J53	FNMA Note 1.000% Due 02/26/2019	260,000.00	04/12/2016 0.94%	260,421.20	99.33	258,264.50	0.73% (2,156.70)	Aaa / AA+	1.66
3133782M2	FHLB Note 1.500% Due 03/08/2019	500,000.00	04/22/2016 0.98%	507,289.40	100.12	500,614.00	1.42% (6,675.40)	Aaa / AA+	1.69
3133EDVK5	FCCB Note 1.750% Due 03/18/2019	160,000.00	04/22/2016 1.09%	183,398.40	100.52	180,944.10	0.51% (2,454.30)	Aaa / AA+	1.72
3137EADZ9	FHLMC Note 1.125% Due 04/15/2019	500,000.00	Various 0.98%	502,101.80	99.55	497,753.50	1.41% (4,348.30)	Aaa / AA+	1.79
3137EADG1	FHLMC Note 1.750% Due 05/30/2019	260,000.00	04/26/2016 1.14%	264,820.40	100.67	261,752.40	0.74% (3,068.00)	Aaa / AA+	1.92
3135G0ZE6	FNMA Note 1.750% Due 06/20/2019	500,000.00	05/18/2016 1.09%	509,910.00	100.66	503,283.00	1.42% (6,627.00)	Aaa / AA+	1.97
3133EFW52	FCCB Note 1.150% Due 07/01/2019	500,000.00	Various 1.13%	500,282.80	99.36	496,789.00	1.41% (3,493.80)	Aaa / AA+	2.00
3137EADK2	FHLMC Note 1.250% Due 08/01/2019	500,000.00	08/23/2016 1.01%	503,620.00	99.60	498,004.00	1.41% (5,616.00)	Aaa / AA+	2.09
3135G0N33	FNMA Note 0.875% Due 08/02/2019	600,000.00	12/13/2016 1.42%	591,546.00	98.80	592,786.80	1.68% 1,240.80	Aaa / AA+	2.09
3133EDVE9	FCCB Note 1.900% Due 09/18/2019	229,000.00	05/10/2016 1.04%	235,460.09	100.81	230,848.26	0.66% (4,611.83)	Aaa / AA+	2.22
3137EADM8	FHLMC Note 1.250% Due 10/02/2019	500,000.00	05/17/2016 1.13%	501,970.00	99.45	497,249.50	1.41% (4,720.50)	Aaa / AA+	2.26
3135G0R39	FNMA Note 1.000% Due 10/24/2019	300,000.00	11/10/2016 1.22%	298,131.00	98.89	296,676.30	0.84% (1,454.70)	Aaa / AA+	2.32
3137EAE55	FHLMC Note 1.500% Due 01/17/2020	650,000.00	02/07/2017 1.51%	649,896.00	99.92	649,454.00	1.85% (442.00)	Aaa / AA+	2.55
				649,896.00	1.53%	4,441.67		AAA	2.47

City of Solana Beach - Account #10471

For the Month Ending 6/30/2017

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
3136FTB73	FNMA Callable Note 1X 2/7/2014 2.000% Due 02/07/2020	650,000.00	05/22/2017 1.51%	656,365.50 656,365.50	101.01 1.60%	656,553.30 5,200.00	1.87% (1,812.20)	Aaa / AA+	2.61
3135G0T29	FNMA Note 1.500% Due 02/28/2020	750,000.00	Various 1.54%	749,085.50 749,085.50	99.74 1.60%	748,034.25 3,843.75	2.12% (1,051.25)	Aaa / AA+	2.67
3135G0UJ5	FNMA Callable Note 1X 3/6/2014 1.750% Due 03/06/2020	280,000.00	05/18/2016 1.33%	284,376.40 284,376.40	100.31 1.63%	280,860.72 1,565.28	0.80% (3,515.68)	Aaa / AA+	2.68
3133714H6	FHLB Note 3.000% Due 03/18/2020	100,000.00	04/25/2016 1.35%	106,253.00 106,253.00	103.66 1.62%	103,663.60 858.33	0.30% (2,589.40)	Aaa / AA+	2.72
3133EHFL2	FFCB Note 1.550% Due 04/13/2020	650,000.00	04/13/2017 1.51%	650,708.50 650,708.50	99.76 1.64%	648,460.80 2,182.92	1.84% (2,247.70)	Aaa / AA+	2.79
3137EAEP2	FHLMC Note 1.375% Due 04/20/2020	650,000.00	04/19/2017 1.48%	647,926.50 647,926.50	99.41 1.59%	646,155.25 1,762.67	1.83% (1,771.25)	Aaa / AA+	2.81
Total Agency		15,237,000.00	1.14%	15,291,638.04	1.42%	50,757.56	43.06% (85,041.73)	Aaa / AA+	1.70

Commercial Paper

06538BWJ8	Bank of Tokyo Mitsubishi NY Discount CP 1.230% Due 09/18/2017	500,000.00	05/18/2017 1.24%	497,915.63 498,661.39	99.73 1.24%	498,661.39 0.00	1.41% 0.00	P-1 / A-1 NR	0.22
Total Commercial Paper		500,000.00	1.24%	497,915.63 498,661.39	1.24%	498,661.39 0.00	1.41% 0.00	P-1 / A-1 NR	0.22

Money Market Fund FI

31846V203	First American Govt Obligation Fund	18,410.54	Various 0.57%	18,410.54 18,410.54	1.00 0.57%	18,410.54 0.00	0.05% 0.00	Aaa / AAA NR	0.00
Total Money Market Fund FI		18,410.54	0.57%	18,410.54	0.57%	18,410.54	0.05% 0.00	Aaa / AAA NR	0.00

Supranational

459058FA6	Inil Bank Recon & Development Note 1.375% Due 03/30/2020	650,000.00	02/27/2017 1.63%	645,060.00 645,060.00	99.15 1.69%	644,467.85 2,259.20	1.83% (592.15)	Aaa / AAA AAA	2.75
4561XOCX4	Inter-American Dev Bank Note 1.625% Due 05/12/2020	480,000.00	04/05/2017 1.70%	478,862.40 478,862.40	99.74 1.72%	478,749.12 1,111.67	1.36% (113.28)	Aaa / AAA AAA	2.87
Total Supranational		1,130,000.00	1.66%	1,123,922.40	1.70%	1,123,216.97 3,970.87	3.18% (705.43)	Aaa / AAA Aaa	2.80

US Corporate

713448CW6	Pepsico Inc. Note 1.125% Due 07/17/2017	150,000.00	05/23/2016 0.96%	150,273.00 150,273.00	99.99 1.25%	149,990.55 788.75	0.43% (282.45)	A1 / A+	0.05
48126EAA5	JP Morgan Note 2.000% Due 08/15/2017	300,000.00	08/28/2016 1.19%	302,715.00 302,715.00	100.07 1.42%	300,214.20 2,266.67	0.85% (2,500.80)	A3 / A-	0.13
68388XAN5	Oracle Corp Note 1.200% Due 10/15/2017	247,000.00	Various 0.89%	248,103.11 248,103.11	99.95 1.37%	246,876.75 625.73	0.70% (1,226.36)	A1 / AA-	0.29

City of Solana Beach - Account #10471

For the Month Ending 6/30/2017

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
191216BR0	Coca Cola Company Note 0.875% Due 10/27/2017	300,000.00	05/23/2016 1.01%	298,439.00 298,439.00	99.86 1.30%	299,586.90 466.67	0.85% 147.90	Aa3 / AA- A+	0.33 0.32
458140AL4	Intel Corp Note 1.350% Due 12/15/2017	300,000.00	06/28/2016 0.94%	301,782.00 301,782.00	99.98 1.40%	299,926.50 180.00	0.85% (1,855.50)	A1 / A+ A+	0.46 0.46
404281HPH9	HSBC USA Inc Note 1.625% Due 01/16/2018	285,000.00	Various 1.66%	284,837.00 284,837.00	100.03 1.56%	285,095.76 2,122.66	0.81% 258.76	A2 / A AA-	0.55 0.54
69371RM45	Paccar Financial Corp Note 1.450% Due 03/09/2018	160,000.00	04/20/2016 1.16%	160,848.00 160,848.00	100.04 1.40%	160,056.48 721.78	0.45% (791.52)	A1 / A+ NR	0.89 0.68
857477AK9	State Street Bank Note 1.350% Due 05/15/2018	160,000.00	04/26/2016 1.24%	160,340.80 160,340.80	99.90 1.47%	159,835.52 276.00	0.45% (505.28)	A1 / A AA-	0.87 0.87
747525AG8	Qualcomm Inc Note 1.400% Due 05/18/2018	300,000.00	Various 1.16%	301,453.80 301,453.80	99.94 1.47%	299,811.30 478.33	0.85% (1,642.50)	A1 / A NR	0.88 0.87
166764AE0	Chevron Corp Callable Note Cont 5/24/2018	150,000.00	05/02/2016 1.22%	151,564.50 151,564.50	100.22 1.47%	150,328.50 50.11	0.42% (1,236.00)	Aa2 / AA- NR	0.98 0.89
808513AJ4	Charles Schwab Note Cont 6/25/2018	250,000.00	Various 1.62%	253,201.50 253,201.50	100.51 1.67%	251,281.25 2,383.33	0.73% (1,920.25)	A2 / A A	1.07 0.96
087014AM6	Boeing Capital Corp Callable Note Cont 7/15/18	160,000.00	05/02/2016 1.11%	166,408.00 166,408.00	101.43 1.51%	162,293.12 1,752.89	0.46% (4,114.88)	A2 / A A	1.13 1.02
892367AY1	Toyota Motor Credit Corp Note 2.000% Due 10/24/2018	150,000.00	03/29/2016 1.35%	152,460.00 152,460.00	100.54 1.58%	150,814.35 558.33	0.43% (1,645.65)	Aa3 / AA- A	1.32 1.29
94974BFO8	Wells Fargo Corp Note 2.150% Due 01/15/2019	300,000.00	Various 1.59%	304,455.80 304,455.80	100.50 1.82%	301,502.40 2,974.16	0.86% (2,953.40)	A2 / A AA-	1.55 1.50
30231GAP7	Exxon Mobil Corp Note 1.708% Due 03/01/2019	150,000.00	06/07/2016 1.32%	151,548.00 151,548.00	100.22 1.57%	150,328.65 854.00	0.43% (1,219.35)	Aaa / AA+ NR	1.67 1.63
30231GAD4	Exxon Mobil Corp Callable Note Cont 2/15/2019	160,000.00	04/18/2016 1.26%	162,516.80 162,516.80	100.39 1.57%	160,631.36 856.95	0.46% (1,885.44)	Aaa / AA+ NR	1.71 1.59
91159HHH6	US Bancorp Callable Note Cont 3/25/2019	450,000.00	Various 1.71%	454,552.50 454,552.50	100.83 1.71%	453,746.25 1,815.00	1.29% (806.25)	A1 / A+ AA	1.82 1.69
037833AQ3	Apple Inc Note 2.100% Due 05/06/2019	300,000.00	Various 1.33%	306,734.80 306,734.80	100.94 1.58%	302,812.50 962.50	0.86% (3,922.30)	Aa1 / AA+ NR	1.85 1.80
892367DE2	Toyota Motor Credit Corp Note 1.400% Due 05/20/2019	150,000.00	05/17/2016 1.45%	149,790.00 149,790.00	99.40 1.73%	149,092.65 239.17	0.42% (697.35)	Aa3 / AA- A	1.89 1.85
02865WBEO	American Honda Finance Note 1.200% Due 07/12/2019	225,000.00	10/07/2016 1.46%	223,434.00 223,434.00	99.04 1.68%	222,848.55 1,267.50	0.63% (585.45)	A1 / A+ NR	2.03 1.99
594918BN3	Microsoft Note 1.100% Due 08/08/2019	305,000.00	08/01/2016 1.14%	304,685.85 304,685.85	98.81 1.68%	301,385.14 1,332.68	0.85% (3,300.71)	Aaa / AAA AA+	2.11 2.06
06406HCW7	Bank of New York Callable Note Cont 8/11/2019	500,000.00	Various 1.74%	508,003.60 508,003.60	100.99 1.82%	504,927.50 3,513.89	1.44% (3,076.10)	A1 / A AA-	2.20 2.04
24422ETJ8	John Deere Capital Corp Note 1.250% Due 10/09/2019	419,000.00	Various 1.51%	416,207.35 416,207.35	98.73 1.82%	413,679.96 1,192.98	1.17% (2,527.39)	A2 / A A	2.28 2.22
36962G7M0	General Electric Capital Corp Callable Note 1X 12/9/2019	350,000.00	12/13/2016 2.06%	351,459.50 351,459.50	100.90 1.82%	353,167.15 3,678.89	1.01% 1,707.65	A1 / AA- AA-	2.53 2.34

City of Solana Beach - Account #10471

For the Month Ending 6/30/2017

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
89236TDU6	Toyota Motor Credit Corp Note 1.950% Due 04/17/2020	150,000.00	04/24/2017 1.91%	150,154.50	99.97 1.96%	149,953.65 601.25	0.42% (200.85)	Aa3 / AA- A	2.80 2.70
037833CS7	Apple Inc Note 1.800% Due 05/11/2020	200,000.00	05/18/2017 1.75%	200,298.00	99.94 1.82%	199,883.60 500.00	0.57% (414.40)	Aa1 / AA+ NR	2.87 2.77
69353REP9	PNC Bank Callable Note 5/2/2020 2.300% Due 06/01/2020	450,000.00	06/07/2017 2.03%	453,442.50	100.55 2.10%	452,486.25 862.50	1.28% (956.25)	A2 / A A+	2.92 2.73
437076BQ4	Home Depot Note 1.800% Due 06/05/2020	425,000.00	05/24/2017 1.82%	424,753.50	100.05 1.78%	425,194.23 552.50	1.20% 440.73	A2 / A A	2.93 2.84
40428HPV8	HSBC USA Inc Note 2.750% Due 08/07/2020	200,000.00	05/18/2017 2.16%	203,620.00	101.63 2.20%	203,269.60 2,200.00	0.58% (350.40)	A2 / A AA-	3.11 2.93
657477AS2	State Street Bank Note 2.550% Due 08/18/2020	200,000.00	12/13/2016 2.22%	202,290.00	101.88 1.93%	203,755.60 1,884.17	0.58% 1,465.60	A1 / A AA-	3.14 2.98
02865WAZ4	American Honda Finance Note 2.450% Due 09/24/2020	200,000.00	02/07/2017 2.16%	201,980.00	101.35 2.01%	202,709.80 1,320.28	0.58% 729.80	A1 / A+ NR	3.24 3.08
74005PB8P8	Praxair Note 2.250% Due 09/24/2020	400,000.00	04/25/2017 1.98%	403,524.00	100.96 1.94%	403,852.00 2,425.00	1.15% 328.00	A2 / A NR	3.24 3.09
	<b>Total US Corporate</b>	<b>8,446,000.00</b>	<b>1.55%</b>	<b>8,508,876.41</b>	<b>1.70%</b>	<b>8,471,338.02</b>	<b>24.03%</b> <b>(35,538.39)</b>	<b>A1 / A+</b> <b>A+</b>	<b>1.81</b> <b>1.72</b>

US Treasury

912828XP0	US Treasury Note 0.625% Due 07/31/2017	260,000.00	03/30/2016 0.71%	259,696.18	99.98 0.86%	259,948.26 677.83	0.74% 252.08	Aaa / AA+ AAA	0.08 0.09
912828TM2	US Treasury Note 0.625% Due 08/31/2017	260,000.00	04/20/2016 0.67%	259,828.22	99.94 0.99%	259,837.50 543.14	0.73% 9.28	Aaa / AA+ AAA	0.17 0.17
912828UA6	US Treasury Note 0.625% Due 11/30/2017	260,000.00	04/13/2016 0.74%	259,523.53	99.79 1.12%	259,463.62 137.64	0.73% (59.91)	Aaa / AA+ AAA	0.42 0.42
912828P20	US Treasury Note 0.750% Due 01/31/2018	450,000.00	05/20/2016 0.86%	449,175.33	99.75 1.17%	448,889.40 1,407.80	1.27% (285.93)	Aaa / AA+ AAA	0.59 0.58
912828UR9	US Treasury Note 0.750% Due 02/28/2018	260,000.00	04/20/2016 0.76%	259,950.09	99.70 1.21%	259,207.78 651.77	0.73% (742.31)	Aaa / AA+ AAA	0.67 0.66
912828XF2	US Treasury Note 1.125% Due 06/15/2018	260,000.00	04/27/2016 0.87%	261,382.12	99.84 1.29%	259,583.48 127.87	0.73% (1,798.64)	Aaa / AA+ AAA	0.96 0.95
912828K82	US Treasury Note 1.000% Due 08/15/2018	450,000.00	05/24/2016 0.98%	450,230.02	99.66 1.30%	448,470.90 1,690.61	1.27% (1,759.12)	Aaa / AA+ AAA	1.13 1.11
912828A34	US Treasury Note 1.250% Due 11/30/2018	260,000.00	04/29/2016 0.88%	262,418.06	99.87 1.34%	259,654.72 275.27	0.73% (2,783.34)	Aaa / AA+ AAA	1.42 1.40
912828N63	US Treasury Note 1.125% Due 01/15/2019	500,000.00	05/18/2016 0.97%	502,091.52	99.64 1.36%	498,203.00 2,594.96	1.41% (3,888.52)	Aaa / AA+ AAA	1.55 1.51
912828TC4	US Treasury Note 1.000% Due 06/30/2019	260,000.00	04/21/2016 1.02%	259,828.22	99.26 1.38%	258,070.28 7.07	0.73% (1,757.94)	Aaa / AA+ AAA	2.00 1.87
912828S43	US Treasury Note 0.750% Due 07/15/2019	500,000.00	10/03/2016 0.90%	497,970.43	98.71 1.39%	493,535.00 1,729.97	1.40% (4,435.43)	Aaa / AA+ AAA	2.04 2.01



City of Solana Beach - Account #10471

For the Month Ending 6/30/2017

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
912828TN0	US Treasury Note 1.000% Due 08/31/2019	260,000.00	04/14/2016 0.98%	260,183.88	99.13 1.41%	257,735.14 869.02	0.73% (2,448.54)	Aaa / AA+	2.17
912828TR1	US Treasury Note 1.000% Due 09/30/2019	260,000.00	04/14/2016 0.99%	260,051.65	99.07 1.42%	257,582.78 653.55	0.73% (2,468.87)	Aaa / AA+	2.23
912828UB4	US Treasury Note 1.000% Due 11/30/2019	525,000.00	Various 1.01%	524,848.25	98.95 1.45%	519,462.83 444.67	1.47% (5,385.42)	Aaa / AA+	2.42
912828UF5	US Treasury Note 1.125% Due 12/31/2018	260,000.00	04/26/2016 1.20%	259,320.40	99.18 1.46%	257,857.08 7.95	0.73% (1,463.32)	Aaa / AA+	2.50
912828H52	US Treasury Note 1.250% Due 01/31/2020	450,000.00	05/18/2016 1.21%	450,581.58	99.39 1.49%	447,240.15 2,346.34	1.27% (3,341.43)	Aaa / AA+	2.59
912828LB4	US Treasury Note 1.375% Due 03/31/2020	500,000.00	12/21/2016 1.64%	495,861.05	99.63 1.51%	498,144.50 1,728.14	1.41% 2,283.45	Aaa / AA+	2.75
912828K58	US Treasury Note 1.375% Due 04/30/2020	600,000.00	12/13/2016 1.55%	596,556.70	99.55 1.54%	597,304.80 1,388.95	1.69% 748.10	Aaa / AA+	2.84
912828VF4	US Treasury Note 1.375% Due 05/31/2020	650,000.00	02/09/2017 1.53%	646,828.35	99.52 1.54%	646,876.75 757.00	1.83% 48.40	Aaa / AA+	2.92
912828XHB	US Treasury Note 1.625% Due 06/30/2020	350,000.00	12/14/2016 1.73%	348,757.03	100.18 1.56%	350,615.30 15.46	0.99% 1,858.27	Aaa / AA+	3.00
912828XM7	US Treasury Note 1.625% Due 07/31/2020	600,000.00	12/13/2016 1.63%	599,837.95	100.12 1.59%	600,703.20 4,086.99	1.71% 865.25	Aaa / AA+	3.09
912828M98	US Treasury Note 1.625% Due 11/30/2020	450,000.00	03/08/2017 1.90%	445,606.98	99.95 1.64%	449,771.40 619.36	1.27% 4,164.42	Aaa / AA+	3.42
912828S27	US Treasury Note 1.125% Due 06/30/2021	200,000.00	08/28/2017 1.68%	195,688.17	97.60 1.75%	195,195.40 6.11	0.55% (492.77)	Aaa / AA+	4.00
<b>Total US Treasury</b>		<b>8,825,000.00</b>	<b>1.21%</b>	<b>8,806,215.51</b>	<b>1.41%</b>	<b>8,783,353.27</b> <b>22,748.47</b>	<b>24.86%</b> <b>(22,862.24)</b>	<b>Aaa</b>	<b>2.10</b> <b>2.05</b>
<b>TOTAL PORTFOLIO</b>		<b>35,365,593.85</b>	<b>1.27%</b>	<b>35,454,111.43</b>	<b>1.49%</b>	<b>35,308,929.13</b> <b>119,762.49</b>	<b>100.00%</b> <b>(145,927.86)</b>	<b>Aa1 / Aa</b>	<b>1.87</b> <b>1.76</b>
<b>TOTAL MARKET VALUE PLUS ACCRUALS</b>						<b>35,428,691.62</b>			



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## SECTION 4

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### Transactions



City of Solana Beach - Account #10471

March 31, 2017 through June 30, 2017

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	04/12/2017	4581X0CX4	480,000.00	Inter-American Dev Bank Note 1.625% Due: 05/12/2020	99.763	1.70%	478,862.40	0.00	478,862.40	0.00
Purchase	04/17/2017	3133EHFL2	650,000.00	FFCB Note 1.55% Due: 04/13/2020	100.109	1.51%	650,708.50	111.94	650,820.44	0.00
Purchase	04/20/2017	3137EAEF2	650,000.00	FHLMC Note 1.375% Due: 04/20/2020	99.681	1.48%	647,928.50	0.00	647,928.50	0.00
Purchase	04/21/2017	91159HHH6	150,000.00	US Bancorp Callable Note Cont 3/25/2019 2.2% Due: 04/25/2019	101.015	1.66%	151,522.50	1,613.33	153,135.83	0.00
Purchase	04/27/2017	89236TDU6	150,000.00	Toyota Motor Credit Corp Note 1.95% Due: 04/17/2020	100.103	1.91%	150,154.50	81.25	150,235.75	0.00
Purchase	04/28/2017	74005PBP8	400,000.00	Praxair Note 2.25% Due: 09/24/2020	100.881	1.98%	403,524.00	850.00	404,374.00	0.00
Purchase	05/18/2017	06538BWJ6	500,000.00	Bank of Tokyo Mitsubishi NY Discount CP 1.23% Due: 09/18/2017	99.583	1.24%	497,915.83	0.00	497,915.83	0.00
Purchase	05/18/2017	24422ETJ8	125,000.00	John Deere Capital Corp Note 1.25% Due: 10/09/2019	98.789	1.77%	123,486.25	169.27	123,655.52	0.00
Purchase	05/23/2017	037833CS7	200,000.00	Apple Inc Note 1.8% Due: 05/11/2020	100.149	1.75%	200,298.00	120.00	200,418.00	0.00
Purchase	05/23/2017	06406HCW7	200,000.00	Bank of New York Callable Note Cont 8/11/2019 2.3% Due: 09/11/2019	101.079	1.82%	202,158.00	920.00	203,078.00	0.00
Purchase	05/23/2017	40428HPV8	200,000.00	HSBC USA Inc Note 2.75% Due: 08/07/2020	101.810	2.16%	203,620.00	1,619.44	205,239.44	0.00
Purchase	05/24/2017	3136FTB73	650,000.00	FNMA Callable Note 1X 2/7/2014 2% Due: 02/07/2020	101.287	1.51%	658,365.50	3,863.89	662,229.39	0.00
Purchase	06/05/2017	437076BQ4	425,000.00	Home Depot Note 1.8% Due: 06/05/2020	99.942	1.82%	424,753.50	0.00	424,753.50	0.00
Purchase	06/12/2017	69353REP9	450,000.00	PNC Bank Callable Note 5/2/2020 2.3% Due: 06/01/2020	100.765	2.03%	453,442.50	316.25	453,758.75	0.00



# Transaction Ledger

## City of Solana Beach - Account #10471

March 31, 2017 through June 30, 2017

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Purchase	06/29/2017	912828S27	200,000.00	US Treasury Note 1.125% Due: 06/30/2021	97.844	1.68%	195,688.17	1,118.78	196,806.95	0.00
	<b>Subtotal</b>		<b>5,430,000.00</b>				<b>5,442,426.15</b>	<b>10,784.15</b>	<b>5,453,210.30</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>5,430,000.00</b>				<b>5,442,426.15</b>	<b>10,784.15</b>	<b>5,453,210.30</b>	<b>0.00</b>
<b>DISPOSITIONS</b>										
Sale	05/25/2017	912828L32	500,000.00	US Treasury Note 1.375% Due: 08/31/2020	99.531	1.52%	497,654.58	1,606.66	499,261.24	2,719.31
	<b>Subtotal</b>		<b>500,000.00</b>				<b>497,654.58</b>	<b>1,606.66</b>	<b>499,261.24</b>	<b>2,719.31</b>
Call	04/15/2017	91159HHD5	300,000.00	US Bancorp Callable Note Cont 4/15/2017 1.65% Due: 05/15/2017	100.000	1.65%	300,000.00	2,062.50	302,062.50	-1836.80
	<b>Subtotal</b>		<b>300,000.00</b>				<b>300,000.00</b>	<b>2,062.50</b>	<b>302,062.50</b>	<b>-1,836.80</b>
Maturity	04/27/2017	36962G5W0	172,000.00	General Electric Capital Corp Note 2.3% Due: 04/27/2017	100.000		172,000.00	0.00	172,000.00	-2459.14
Maturity	05/15/2017	717081DJ9	300,000.00	Pfizer Inc. Note 1.1% Due: 05/15/2017	100.000		300,000.00	0.00	300,000.00	-720.00
Maturity	06/06/2017	69371RL87	150,000.00	Paccar Financial Corp Note 1.1% Due: 06/06/2017	100.000		150,000.00	0.00	150,000.00	-289.50
Maturity	06/09/2017	313379FW4	250,000.00	FHLB Note 1% Due: 06/09/2017	100.000		250,000.00	0.00	250,000.00	-512.50
Maturity	06/19/2017	313379VE6	70,000.00	FHLB Note 1.01% Due: 06/19/2017	100.000		70,000.00	0.00	70,000.00	-205.10
	<b>Subtotal</b>		<b>942,000.00</b>				<b>942,000.00</b>	<b>0.00</b>	<b>942,000.00</b>	<b>-4,186.24</b>
<b>TOTAL DISPOSITIONS</b>			<b>1,867,816.59</b>				<b>1,865,471.27</b>	<b>7,557.07</b>	<b>1,873,028.34</b>	<b>-3,297.38</b>

*Information contained herein is confidential. Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.*



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** September 12, 2017  
**ORIGINATING DEPT:** Community Development  
**SUBJECT:** **Introduce (1<sup>st</sup> Reading) Ordinance 480 adding Chapter 15.54 to the Solana Beach Municipal Code to Provide an Expedited Streamlined Permitting Process for Electric Vehicle Charging Stations**

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## BACKGROUND:

Assembly Bill 1236, which amended Government Code Section 65850.7, requires jurisdictions with a population less than 200,000 residents to establish procedures for expedited, streamlined processes for permitting of electric vehicle charging stations. The amendments to Section 65850.7 include the requirement for a jurisdiction to adopt an ordinance for the expedited, streamlined process on or before September 30, 2017. The ordinance shall include the requirement that a jurisdiction adopt a checklist of requirements with which a permit application for an electric vehicle charging station will be eligible for expedited review.

This process includes the establishment of a checklist containing objective requirements for the installation of an electric vehicle charging station and a process for electronic submittal of permit applications. The content of the checklist requires the permit applicant to check the features of the existing electrical service such as rating in amperes, system voltage, connected or calculated load, spare capacity in amperes, voltage and ampere rating of the electric vehicle supply equipment, circuit rating of the electric vehicle supply equipment, location of the electric vehicle supply equipment, if ventilation is/or is not required, and clearances of the charging equipment to comply with all applicable building and fire safety laws. Government Code Section 65850.7 requires that the City's checklist may be based on the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" of the Governor's Office of Planning and Research.

COUNCIL ACTION:

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Assembly Bill 1236 also clarifies that a jurisdiction shall not condition approval of a permit for an electric vehicle charging station based on the approval of a homeowners association as defined in California Civil Code, Section 4080.

This item is before the City Council to introduce Ordinance 480 (Attachment 1) to provide an expedited, streamlined permitting process for electric vehicle charging stations as required by state law.

### **DISCUSSION:**

Most of the procedures, such as electronic submittal of plans, are currently in place and would comply with the requirements of Assembly Bill 1236 because a similar bill (AB 1288) and Ordinance 456 (adopted September 2015) provides an expedited, streamlined permitting process for the installation of small residential rooftop solar systems.

Concurrent with Council's adoption of this Ordinance, City Staff is taking measures to meet all requirements of Assembly Bill 1236 by September 30, 2017. This includes finalizing the application checklist in conjunction with the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook," measures for electrical compliance, and standard items for fire prevention safety. Building Inspection Staff are also developing procedures for expedient and thorough inspection of the electric vehicle charging stations.

### **CEQA COMPLIANCE STATEMENT:**

This Ordinance is exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to Section 15308 of the California Environmental Quality Act (CEQA) guidelines, which exempts actions taken by regulatory agencies for protection of the environment where the regulatory process provides procedures for protection of the environment. Also, there is no possibility that the activity may have a significant effect on the environment. Therefore, pursuant to Section 15061(b)(3) of the CEQA Guidelines, the Ordinance is exempt from the provisions of CEQA.

### **FISCAL IMPACT:**

No fiscal impact is anticipated as the review and inspection costs for electric vehicle charging stations would be recovered through existing building permit fees.

### **WORK PLAN:** N/A

### **OPTIONS:**


- Approve Staff recommendation.
- Provide alternative direction.

**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council introduce Ordinance No. 480 to add Chapter 15.54 to the Solana Beach Municipal Code to Provide an Expedited, Streamlined Permitting Process for Electric Vehicle Charging Systems.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.

  
\_\_\_\_\_  
Gregory Wade, City Manager

Attachments:

1. Ordinance No. 480
2. AB 1236



**ORDINANCE NO. 480**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA ADDING CHAPTER 15.54 TO THE SOLANA BEACH MUNICIPAL CODE TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING SYSTEMS**

**WHEREAS**, the City Council of the City of Solana Beach seeks to implement AB 1236 (California Government Code Section 65850.7) which requires local agencies to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging systems; and

**WHEREAS**, the creation of an expedited, streamlined permitting process for electric vehicle charging stations would facilitate convenient charging of electric vehicles and help reduce the City's reliance on environmentally damaging fossil fuels; and

**WHEREAS**, it is in the interest of the health, welfare and safety of the people of the City of Solana Beach to provide an expedited permitting process to assure the effective deployment of electric vehicle charging systems.

**NOW, THEREFORE**, the City Council of the City of Solana Beach hereby ordains as follows:

Section 1. All of the above statements are true; and

Section 2. Chapter 15.54 of the Solana Beach Municipal Code is hereby added to read as follows:

**CHAPTER 15.54  
ELECTRIC VEHICLE CHARGING SYSTEMS**

**15.54.010 Purpose.**

The purpose of this Chapter is to adopt an expedited, streamlined electric vehicle charging station permitting process that complies with AB 1236 (Chapter 598, Statutes 2015) to achieve timely and cost-effective installations of electric vehicle charging stations. The provisions of this Chapter encourage the use of electric vehicle charging stations by removing unreasonable barriers, minimizing costs to property owners and the City, and expanding the ability of property owners to install electric vehicle charging stations. The provisions of this Chapter further allow the City to achieve these goals while protecting the public's health, welfare and safety.

**15.54.020 Applicability.**

A. This Chapter applies to the permitting of all electric vehicle charging station systems in the City.

B. Electric vehicle charging station systems legally established or permitted prior to the effective date of this Chapter are not subject to the requirements of this Chapter unless physical modifications or alterations are undertaken that materially change the size, type, or components of an electric vehicle charging station system. Routine operation and maintenance or like-kind replacements of electric vehicle charging stations shall not require a permit.

#### **15.54.030 Definitions.**

A. "Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this Chapter, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

B. "Electronic submittal" means the utilization of one or more of the following:

1. Electronic mail or email.
2. The internet.
3. Facsimile.

C. "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

#### **15.54.040 Electric Vehicle Charging Station System Requirements.**

A. All electric vehicle charging station systems shall meet applicable health and safety standards and requirements imposed by the state and the California Building Standards Codes, as adopted and amended by the City.

B. Electric vehicle charging station systems shall meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers association, and accredited testing laboratories such as Underwriters Laboratories and, rules of Public Utilities Commission regarding safety and reliability.

#### **15.54.050 Expedited Permitting Process.**

A. All documents required for the submission of an expedited electric vehicle charging station system application shall be made available on the publicly accessible City website.

B. Electronic submittal of the required permit application and documents by email, the Internet, or facsimile shall be made available to all electric vehicle charging station system permit applicants.

C. The electric vehicle charging station system permit process, and checklist(s) shall substantially conform to recommendations for expedited permitting, including the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" contained in the most current version of the Zero-Emission Vehicles in California: Community Readiness Guidebook published the Office of Planning and Research.

D. Prior to submitting an application for processing, the applicant shall verify that the installation of an electric vehicle charging station will not have specific, adverse impact to public health and safety and building occupants. Verification by the applicant includes but is not limited to: electrical system capacity and loads; electrical system wiring, bonding and overcurrent

protection; building infrastructure affected by charging station equipment and associated conduits; areas of charging station equipment and vehicle parking.

E. The permit application and associated documentation may be submitted to the building department in person, by mail, or by electronic submittal together with required permit processing and inspection fees. In the case of electronic submittal, the electronic signature of the applicant on all forms, applications, and other documents may be used in lieu of a wet signature.

**15.54.060 Permit Review Requirements.**

A. The Building Official shall administratively approve an application to install electric vehicle charging stations through issuance of a building permit or similar nondiscretionary permit.

B. Review of the application shall be limited to the Building Official's review of whether the application meets local, state, and federal health and safety requirements.

C. If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.

D. Upon confirmation by the Building Official of the application and supporting documentation being complete and meeting the requirements of the eligibility checklist, the Building Official shall administratively approve the application and issue all required permits or authorizations. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the City.

E. The Building Official may require an applicant to apply for a conditional use permit, to be issued by the community development director pursuant to SBMC 17.68.010, if the official finds, based on substantial evidence, that the electric vehicle charging station system could have a specific, adverse impact upon the public health and safety.

F. If a conditional use permit is required, the City may deny an application for the use permit if the City makes written findings based upon substantive evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid, as defined, the adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact.

G. Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.

H. The City shall not condition approval of an application on the approval of an association, as defined in Section 4080 of the California Civil Code.

I. Decisions regarding an electric vehicle charging station system permit application may be appealed to the City Council.

Section 3. The City Council finds that this Ordinance is exempt from the provisions of the California Environmental Quality Act (“CEQA”) pursuant to Section 15308 of the California Environmental Quality Act (CEQA) Guidelines, which exempts actions taken by regulatory agency for protection of the environment where the regulatory process provides procedures for protection of the environment. The City Council further finds that there is no possibility that the activity may have a significant effect on the environment and that therefore, pursuant to Section 15061(b)(3) of the CEQA Guidelines, the Ordinance is exempt from the provisions of CEQA.

Section 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Chapter, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Chapter, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

**EFFECTIVE DATE:** This Ordinance shall be effective thirty (30) days after its adoption. Within fifteen (15) days after its adoption, the City Clerk of the City of Solana Beach shall cause this Ordinance to be published pursuant to the provisions of Government Code Section 36933.

**INTRODUCED AND FIRST READ** at a special meeting of the City Council of the City of Solana Beach, California, on the 12th day of September, 2017; and

**THEREAFTER ADOPTED** at a regular meeting of the City Council of the City of Solana Beach, California, on the 27th day of September, 2017, by the following vote:

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

\_\_\_\_\_  
MIKE NICHOLS, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk

## Assembly Bill No. 1236

### CHAPTER 598

An act to add Section 65850.7 to the Government Code, relating to local ordinances.

[Approved by Governor October 8, 2015. Filed with  
Secretary of State October 8, 2015.]

#### LEGISLATIVE COUNSEL'S DIGEST

AB 1236, Chiu. Local ordinances: electric vehicle charging stations.

The Planning and Zoning Law, among other things, requires the legislative body of each county and city to adopt a general plan for the physical development of the county or city and authorizes the adoption and administration of zoning laws, ordinances, rules, and regulations by counties and cities. Existing law, the Electric Vehicle Charging Stations Open Access Act, prohibits the charging of a subscription fee on persons desiring to use an electric vehicle charging station, as defined, and prohibits a requirement for persons to obtain membership in any club, association, or organization as a condition of using the station, except as specified.

The bill would require a city, county, or city and county to approve an application for the installation of electric vehicle charging stations, as defined, through the issuance of specified permits unless the city or county makes specified written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. The bill would provide for appeal of that decision to the planning commission, as specified. The bill would provide that the implementation of consistent statewide standards to achieve the timely and cost-effective installation of electric vehicle charging stations is a matter of statewide concern. The bill would require electric vehicle charging stations to meet specified standards. The bill would require a city, county, or city and county with a population of 200,000 or more residents to adopt an ordinance, by September 30, 2016, that creates an expedited and streamlined permitting process for electric vehicle charging stations, as specified. The bill would require a city, county, or city and county with a population of less than 200,000 residents to adopt this ordinance by September 30, 2017. The bill would authorize the city, county, or city and county, in developing the ordinance, to refer to guidelines contained in a specified guidebook. The bill would also authorize the adoption of an ordinance that modifies the checklists and standards found in the guidebook due to unique conditions. By increasing the duties of local officials, this bill would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

*The people of the State of California do enact as follows:*

SECTION 1. Section 65850.7 is added to the Government Code, to read: 65850.7. (a) The Legislature finds and declares all of the following:

(1) The implementation of consistent statewide standards to achieve the timely and cost-effective installation of electric vehicle charging stations is not a municipal affair, as that term is used in Section 5 of Article XI of the California Constitution, but is instead a matter of statewide concern.

(2) It is the intent of the Legislature that local agencies not adopt ordinances that create unreasonable barriers to the installation of electric vehicle charging stations and not unreasonably restrict the ability of homeowners and agricultural and business concerns to install electric vehicle charging stations.

(3) It is the policy of the state to promote and encourage the use of electric vehicle charging stations and to limit obstacles to their use.

(4) It is the intent of the Legislature that local agencies comply not only with the language of this section, but also the legislative intent to encourage the installation of electric vehicle charging stations by removing obstacles to, and minimizing costs of, permitting for charging stations so long as the action does not supersede the building official's authority to identify and address higher priority life-safety situations.

(b) A city, county, or city and county shall administratively approve an application to install electric vehicle charging stations through the issuance of a building permit or similar nondiscretionary permit. Review of the application to install an electric vehicle charging station shall be limited to the building official's review of whether it meets all health and safety requirements of local, state, and federal law. The requirements of local law shall be limited to those standards and regulations necessary to ensure that the electric vehicle charging station will not have a specific, adverse impact upon the public health or safety. However, if the building official of the city, county, or city and county makes a finding, based on substantial evidence, that the electric vehicle charging station could have a specific, adverse impact upon the public health or safety, the city, county, or city and county may require the applicant to apply for a use permit.

(c) A city, county, or city and county may not deny an application for a use permit to install an electric vehicle charging station unless it makes written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. The findings shall include the basis

for the rejection of potential feasible alternatives of preventing the adverse impact.

(d) The decision of the building official pursuant to subdivisions (b) and (c) may be appealed to the planning commission of the city, county, or city and county.

(e) Any conditions imposed on an application to install an electric vehicle charging station shall be designed to mitigate the specific, adverse impact upon the public health or safety at the lowest cost possible.

(f) (1) An electric vehicle charging station shall meet applicable health and safety standards and requirements imposed by state and local permitting authorities.

(2) An electric vehicle charging station shall meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

(g) (1) On or before September 30, 2016, every city, county, or city and county with a population of 200,000 or more residents, and, on or before September 30, 2017, every city, county, or city and county with a population of less than 200,000 residents, shall, in consultation with the local fire department or district and the utility director, if the city, county, or city and county operates a utility, adopt an ordinance, consistent with the goals and intent of this section, that creates an expedited, streamlined permitting process for electric vehicle charging stations. In developing an expedited permitting process, the city, county, or city and county shall adopt a checklist of all requirements with which electric vehicle charging stations shall comply to be eligible for expedited review. An application that satisfies the information requirements in the checklist, as determined by the city, county, or city and county, shall be deemed complete. Upon confirmation by the city, county, or city and county of the application and supporting documents being complete and meeting the requirements of the checklist, and consistent with the ordinance, a city, county, or city and county shall, consistent with subdivision (b), approve the application and issue all required permits or authorizations. However, the city, county, or city and county may establish a process to prioritize competing applications for expedited permits. Upon receipt of an incomplete application, a city, county, or city and county shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance. An application submitted to a city, county, or city and county that owns and operates an electric utility shall demonstrate compliance with the utility's interconnection policies prior to approval.

(2) The checklist and required permitting documentation shall be published on a publicly accessible Internet Web site, if the city, county, or city and county has an Internet Web site, and the city, county, or city and county shall allow for electronic submittal of a permit application and associated documentation, and shall authorize the electronic signature on

all forms, applications, and other documentation in lieu of a wet signature by an applicant. In developing the ordinance, the city, county, or city and county may refer to the recommendations contained in the most current version of the “Plug-In Electric Vehicle Infrastructure Permitting Checklist” of the “Zero-Emission Vehicles in California: Community Readiness Guidebook” published by the Office of Planning and Research. A city, county, or city and county may adopt an ordinance that modifies the checklists and standards found in the guidebook due to unique climactic, geological, seismological, or topographical conditions. If a city, county, or city and county determines that it is unable to authorize the acceptance of an electronic signature on all forms, applications, and other documents in lieu of a wet signature by an applicant, the city, county, or city and county shall state, in the ordinance required under this subdivision, the reasons for its inability to accept electronic signatures and acceptance of an electronic signature shall not be required.

(h) A city, county, or city and county shall not condition approval for any electric vehicle charging station permit on the approval of an electric vehicle charging station by an association, as that term is defined in Section 4080 of the Civil Code.

(i) The following definitions shall apply to this section:

(1) “A feasible method to satisfactorily mitigate or avoid the specific, adverse impact” includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit.

(2) “Electronic submittal” means the utilization of one or more of the following:

- (A) Email.
- (B) The Internet.
- (C) Facsimile.

(3) “Electric vehicle charging station” or “charging station” means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this section, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

(4) “Specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

SEC. 2. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.





# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** September 12, 2017  
**ORIGINATING DEPT:** City Manager/City Attorney  
**SUBJECT:** **Council Consideration of Resolution No. 2017-071 Approving the Use of a Model License Agreement for Wireless Facilities on Vertical Infrastructure in the Public Rights-of-Way**

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## **BACKGROUND:**

The City of Solana Beach regulates all wireless communications facilities through Section 17.60.120(G) of the Municipal Code, which requires a conditional use permit for these facilities. The requirements for obtaining a conditional use permit are found in City Council Policy No. 21. The Policy follows existing law that allows the City to analyze visual and aesthetic impacts, zoning requirements, safety concerns, environmental impacts, and preferred locations. The Policy also recognizes that the City cannot discriminate against carriers, cannot deny an application that would cause a gap in coverage, or cannot deny a permit on perceived radio frequency hazards. The Policy also requires that any denial for a permit for a wireless facility be supported by substantial evidence and in writing.

Wireless providers continuously work to expand their network capacity and coverage to meet the increasing need for faster and ubiquitous wireless telecommunication infrastructure for normal day-to-day personal and business activities and emergency conditions. As part of this expansion, the City has received interest and requests to install small cell wireless equipment in the public right-of-way, typically attached to a City street light pole or other utility pole. These smaller facilities differ from standard wireless towers in size and number. This equipment is typically substantially smaller and requires more locations. City Council Policy No. 21 does not address the unique circumstances of locating wireless facilities in the public right-of-way for these small equipment facilities.

COUNCIL ACTION:

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## **DISCUSSION:**

Technological developments in wireless communications, new and reallocated electromagnetic spectrum band licenses and consumer demand for high-speed mobile broadband and other information services have caused wireless service providers to invest in distributed antenna system ("DAS"), distributed network systems ("DNS") and so-called "small cell" deployments that typically utilize smaller equipment placed on existing infrastructure in the public rights-of-way that serve a smaller physical area than traditional "macro cell" deployments on freestanding towers or rooftops. These providers typically deploy the small cells on utility poles owned either by a city or a county or those owned by the local electric utility company. Indeed, many wireless providers have sought approval by the California Public Utilities Commission to be designated as a public utility, allowing for the installation of their equipment in the public right-of-way.

In conjunction with the City's Special Counsel for wireless facilities, a Model Master License Agreement for Wireless Facilities on Vertical Infrastructure in the Public Rights-of-Way ("Model License Agreement") was developed, which allows the installation of wireless small cell equipment atop street light poles in the right-of-way. Installations in the right-of-way have additional requirements due to the unique circumstance of being located in the right-of-way. As an example, overhead and underground facilities may require specialized coordination for antenna shutdown and restoration during normal street light maintenance or emergency situations such as traffic accidents. Since the right-of-way is subject to reconfiguration in the case of street improvements or widening projects, wireless facilities in the right-of-way may need to be removed or re-located, thus necessitating specialized operational protocols and equipment; thereby explaining the need for a model agreement.

The Model License Agreement offers any interested wireless provider a standard process for approval of a non-exclusive right to use street light poles, provides a framework that addresses standard license fees, and coordinates the operation and maintenance of the light pole with that of the wireless site. Additionally, new sites can be processed through the City by approval of a site-specific license under the Model License Agreement.

A standard license fee per street light pole (or other vertical facility in the right-of-way), to be paid monthly, has been developed and is attached as Schedule 1 to the model license agreement. The license fee escalates at the rate of 4% per year.

Upon approval of the Model License Agreement by the City Council, Staff will utilize that Model License Agreement to prepare and process specific license agreements for approval by the City Manager. Policy 21 will continue to be the standard for processing standard wireless communications facilities outside of the public right-of-way

This approach of a Model License Agreement with standardized terms and conditions is expected to streamline wireless sites on street light pole implementations, thereby

improving wireless coverage and capacity for Solana Beach residents, businesses, and visitors.

**CEQA COMPLIANCE STATEMENT:**

This action is exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to Section 15303 of the California Environmental Quality Act (CEQA) guidelines, which exempts actions taken by regulatory agencies for the installation or conversion of small structures. Also, there is no possibility that the activity may have a significant effect on the environment. Therefore, pursuant to Section 15061(b)(3) of the CEQA Guidelines, the Ordinance is exempt from the provisions of CEQA.

**FISCAL IMPACT:**

Revenues derived from the Model License Agreements will be placed in the General Fund.

**WORK PLAN:** N/A

**OPTIONS:**

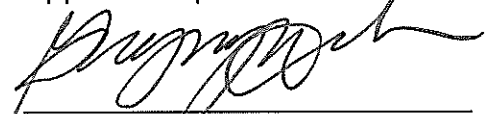
- Approve Staff recommendation.
- Reject Staff recommendation and provide alternative direction.

**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council approve the use of a Model License Agreement by adoption of Resolution No. 2017-071.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.

  
\_\_\_\_\_  
Gregory Wade, City Manager

Attachments:

1. Resolution No. 2017-071
2. Model Master License Agreement for Wireless Facilities on Vertical Infrastructure in the Public Rights-of-Way

**RESOLUTION NO. 2017-071**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, TO APPROVE THE USE OF A MODEL LICENSE AGREEMENT FOR WIRELESS FACILITIES ON VERTICAL INFRASTRUCTURE IN THE PUBLIC RIGHTS-OF-WAY**

**WHEREAS**, the City of Solana Beach regulates all wireless communications facilities through Section 17.60.120(G) of the Municipal Code, which requires a conditional use permit. The requirements for obtaining a conditional use permit are found in City Council Policy No. 21; and

**WHEREAS**, the City has received interest and requests from wireless providers to install small cell wireless equipment in the public right-of-way, typically attached to a City street light pole or other utility pole; and

**WHEREAS**, City Council Policy No. 21 does not address the unique circumstances of locating wireless facilities in the public right-of-way for these small equipment facilities; and

**WHEREAS**, a Model Master License Agreement for Wireless Facilities on Vertical Infrastructure in the Public Rights-of-Way ("Model License Agreement"), which allows the installation of wireless small cell equipment atop street light poles in the right-of-way was developed; and

**WHEREAS**, the Model License Agreement offers any interested wireless provider a standard process for approval of a non-exclusive right to use street light poles, provides a framework that addresses standard license fees, and coordinates the operation and maintenance of the light pole with that of the wireless site; and

**WHEREAS**, upon approval of the Model License Agreement by the City, Staff will utilize that Model License Agreement to prepare and process specific license agreements for negotiation and approval by the City Manager.

**NOW THEREFORE BE IT RESOLVED** by the City Council of Solana Beach that:

1. That the foregoing recitations are true and correct.
2. The City Council approves the use of a Model Master License Agreement for Wireless Facilities on Vertical Infrastructure in the Public Rights-of-Way ("Model License Agreement") for the preparation and processing of specific license agreements for negotiation and approval by the City Manager.

**PASSED AND ADOPTED** this 12th day of September, 2017, at a special meeting of the City Council of the City of Solana Beach, California by the following:

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

\_\_\_\_\_  
MIKE NICHOLS, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk

**MASTER LICENSE AGREEMENT FOR WIRELESS  
FACILITIES ON VERTICAL INFRASTRUCTURE IN THE  
PUBLIC RIGHTS-OF-WAY**

between

**CITY OF SOLANA BEACH**, a California municipal corporation,

and

***[insert full licensee name]***, a ***[insert licensee corporate form]***

**EFFECTIVE DATE: *[insert effective date]***

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## MASTER LICENSE AGREEMENT FOR WIRELESS FACILITIES ON VERTICAL INFRASTRUCTURE IN THE PUBLIC RIGHTS-OF-WAY

This Master License Agreement for Wireless Facilities on Vertical Infrastructure in the Public Rights-of-Way (this “**Master License**”) dated [insert effective date] (the “**Effective Date**”) is between the **CITY OF SOLANA BEACH**, a California municipal corporation (the “**City**”), and [insert full licensee name], a [insert licensee corporate form] (“**Licensee**”).

### RECITALS

- A. **WHEREAS**, technological developments in wireless communications, new and reallocated electromagnetic spectrum band licenses and consumer demand for high-speed mobile broadband and other information services have caused wireless service providers to invest in distributed antenna system (“**DAS**”), distributed network systems (“**DNS**”) and so-called “small cell” deployments that typically utilize smaller equipment placed on existing infrastructure in the public rights-of-way that serve a smaller physical area than as compared to traditional “macro cell” deployments on freestanding towers or rooftops; and
- B. **WHEREAS**, the City owns, as its personal property, certain Vertical Infrastructure in or on the public rights-of-way within the City’s jurisdictional boundaries that may be suitable or useful as support structures for Licensee’s Equipment; and
- C. **WHEREAS**, Licensee installs, maintains and operates wireless facilities as its principal business, and represents to City that Licensee holds all Regulatory Approvals to provide wireless broadband services within the geographic area that encompasses the City’s jurisdictional boundaries; and
- D. **WHEREAS**, Licensee desires to install, maintain and operate wireless facilities on the City’s Vertical Infrastructure; and
- E. **WHEREAS**, the parties desire to enter into this Master License to establish a process by which Licensee may request to license from the City individual locations on or in the City’s Vertical Infrastructure, and also to establish the rates, terms and conditions that will be generally applicable to all Vertical Infrastructure licensed to Licensee by the City;
- F. **WHEREAS**, consistent with California law, the City intends, and Licensee acknowledges, that this Master License will be applicable to only the City’s Vertical Infrastructure, and that the City does not intend this Master License or any Site License to require or be construed to require any revenue-generating consideration to the City as a precondition to access to the public rights-of-way for any telephone corporation, as that term is defined in the California Public Utilities Code; and

- G. **WHEREAS**, consistent with federal and California law, the City does not intend this Master License to grant the Licensee any exclusive right to use or occupy the public rights-of-way within the City's territorial and/or jurisdictional boundaries, and Licensee expressly acknowledges that the City may in its sole discretion enter into similar or identical agreements with other entities, which include without limitation Licensee's competitors; and
- H. **WHEREAS**, on [*insert date*], the City Council of the City of Solana Beach adopted Resolution No. [*insert*], which approved the form and material terms for this Master License to be used in connection with the licensing of Vertical Infrastructure for wireless facilities, and further delegated authority to the City Manager to enter into such agreements.

**NOW, THEREFORE**, for good, valuable and sufficient consideration received and acknowledged by the City and Licensee, the City and Licensee agree as follows:

## **AGREEMENT**

### **1. GENERAL DEFINITIONS**

**"Acknowledgment Letter"** means the letter that Licensee submits to the City that indicates the Licensee has obtained all Regulatory Approvals and other requirements more particularly described in Exhibit A-3 (Form of Acknowledgment Letter), and that serves as Licensee's notice to proceed with the installation after the City countersigns the Acknowledgment Letter and tenders it to Licensee.

**"Additional Fees"** means, collectively, any sums payable by Licensee to the City in its proprietary capacity as the licensor, which includes without limitation any late charges, default interest, costs in connection with a request for the City's consent to an assignment or other transfer under Section 20 (Assignment and Other Transfers) and Default Fees under Section 18.3.4; provided, however, that the term excludes any (1) License Fees; (2) Administrative Fees; (3) any other amounts payable to the City by Licensee in connection with reviewing Site License Applications or coordinating and inspecting Equipment installed on the License Area; and (4) any other payments to the City in its regulatory capacity, which includes without limitation cost-based fees for permit issuance.

**"Administrative Fees"** means, collectively, the Master License Administrative Fee (as defined in Section 4.2.1) and any Site License Administrative Fees (as defined in Section 4.2.2).

**"Affiliate"** means an entity that directly or indirectly Controls, is Controlled by or is under Common Control with Licensee.

**“Agent”** means a party’s agent, employee, director, officer, contractor, subcontractor or representative in relation to this Master License, any Site License or the License Area.

**“Approved Plans”** means the detailed plans and equipment specifications, which include without limitation all equipment, mounts, hardware, utilities, cables, conduits, signage, concealment elements and other improvements proposed by Licensee and approved by the City in connection with the License Area, as more particularly described in Exhibit A-2 (Licensee’s Plans and Specifications) to any approved Site License.

**“Broker”** means any licensed real estate broker or other person who could claim a right to a commission or “finder’s fee” in connection with the license(s) or other real estate rights contemplated or conveyed in this Master License.

**“City Attorney”** means the City Attorney of the City of Solana Beach.

**“City Manager”** means the City Manager of the City of Solana Beach.

**“City Property”** means any property now or hereafter held by the City or over which the City exercises any rights of management control, including but not limited to the surface of, and the space above and below, any right-of-way such as a public street, road, highway, freeway, lane, path, public way or place, sidewalk, alley, boulevard, parkway, drive, or other easement and any structures, fixtures or appurtenances affixed thereto.

**“Claim”** means any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, whether direct or indirect.

**“Commencement Date”** means the date on which a Site License commences, which is defined as the first day of the month after Licensee obtains all Regulatory Approvals necessary for the Permitted Use on the License Area covered by such Site License.

**“Common Control”** means two or more entities that are Controlled by a same third entity.

**“Control”** means (1) as to a corporation, stock ownership with the right to exercise more than fifty percent (50%) of the total combined voting power of all classes of stock, issued and outstanding, of the controlled corporation; or (2) as to partnerships and other business association forms, more than fifty percent (50%) ownership of the beneficial interest and voting control of such association.

**“CPUC”** means the California Public Utilities Commission established in the California Constitution, Article XII, § 5, or the CPUC’s duly appointed successor agency.

**“Default Fee”** means the same as that term is defined in Section 18.3.4 (Default Fees).

**“Environmental Laws”** means any Law in relation or connection to industrial hygiene, environmental conditions or Hazardous Materials (as defined in this Master License).

**“Equipment”** means antennas, radios and any associated utility or equipment box, and battery backup, transmitters, receivers, amplifiers, ancillary fiber-optic cables and/or wiring, and ancillary equipment used for radio communication (voice, data or otherwise) transmission and/or reception, which includes without limitation the means, devices and apparatus used to attach any Equipment to any licensed Vertical Infrastructure, and any ancillary equipment such as wiring, cabling, power feeds or any similar things, and any signage attached to such Equipment that may be approved by the City or required by Law.

**“Expiration Date”** means [*insert date*], the date on which this Master License and all Site Licenses will automatically expire.

**“FCC”** means the Federal Communications Commission or its duly appointed successor agency.

**“Hazardous Material”** means any material that, due to its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any local, regional, state or federal body with jurisdiction and responsibility for issuing Regulatory Approvals in accordance with applicable Laws to pose a present or potential hazard to human health, welfare or safety, or to the environment. The term “Hazardous Material” as used in this Master License or any Site License will be broadly construed, and includes, without limitation, the following: (1) any material or substance defined as a “hazardous substance”, or “pollutant” or “contaminant” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified as 42 U.S.C. §§ 9601 *et seq.*) or section 25316 of the California Health & Safety Code; (2) any “hazardous waste” listed California Health & Safety Code § 25140; or (3) any petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

**“Indemnified City Parties”** means the same as that term is defined in Section 13 (Indemnification).

**“Investigate and Remediate”** means the undertaking of any activities to determine the nature and extent of Hazardous Material that may be located in, on, under or about the License Area or that has been, is being, or is in danger of being Released into the environment, and to clean up, remove, contain, treat, stabilize, monitor or otherwise control such Hazardous Material.

**“Invitee”** means the client, customer, invitee, guest, tenant, subtenant, licensee, assignee and/or sublicensee of a party in relation to the License Area.

**“Laws”** means all present and future statutes, ordinances, codes, orders, policies, regulations and implementing requirements and restrictions by federal, state, county



and/or municipal authorities, whether foreseen or unforeseen, ordinary as well as extraordinary, as adopted or as amended at the time in question.

**“License Area”** means those certain spaces on the City’s Vertical Infrastructure and other City Property, which includes without limitation any conduits, chases, risers, trays, pipes, vaults, pull boxes, hand holes, identified on the Approved Plans as occupied by the Equipment and licensed to Licensee. The parties may use the term “License Area” to refer to those spaces licensed to Licensee under an individual Site License or to refer to all spaces collectively licensed to Licensee under all Site Licenses in connection with this Master License.

**“License Fee”** means the annual fee for each licensed Vertical Infrastructure authorized under any Site License, as specified in Schedule 1 (License Fee Schedule).

**“License Year”** means any 12-month period that begins on the Commencement Date for each Site License.

**“Licensee’s On-Call Representative”** mean the person(s) assigned by Licensee to be on-call and available to the City regarding the operation of Licensee’s Equipment. Such person(s) shall be qualified and experienced in the operation of Equipment and shall be authorized to act on behalf of Licensee in any emergency in and in day-to-day operations of the Equipment.

**“NESC”** means the National Electrical Safety Code, as may be amended or superseded, published by the Institute of Electrical and Electronics Engineers.

**“OSHA”** means the Occupational Safety and Health Administration of the United States Department of Labor, or OSHA’s duly appointed successor agency.

**“Public Works Department”** means the Engineering and/or Public Works Department of the City of Solana Beach.

**“Regulatory Approvals”** means licenses, permits and other approvals necessary for Licensee to install, operate and maintain Equipment on the License Area.

**“Release”** when used with respect to Hazardous Material includes any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing on, under or about the License Area, other City Property or the environment.

**“RF”** means radio frequency or electromagnetic waves.

**“Site License”** means the document in the form of Exhibit A (Form of Site License Agreement) that, when fully executed, incorporates the provisions of this Master License and authorizes Licensee to install, operate and maintain Equipment for the Permitted Use on Vertical Infrastructure identified in the Site License.

**“Site License Application”** means the same as that term is defined in Section 6.2 (Site License Application).

**“Site License Effective Date”** means the first day of the month after both the City and Licensee fully execute a Site License. As an illustration, and not a limitation, if the last party to execute signs a Site License on August 2, 2017, the Site License Effective Date would be September 1, 2017.

**“Term”** means the term of this Master License, as defined in Section 3.1 (Master License Term).

**“Vertical Infrastructure”** means all poles or similar facilities owned or controlled by the City that in the public rights-of-way or public utility easements and meant for, or used in whole or in part for, communications service, electric service, lighting, traffic control or similar functions.

## **2. SCOPE OF LICENSE**

### **2.1. Site License Issuance and Effect**

Pursuant and subject to the terms and conditions in this Master License, the City, in its proprietary capacity as the Vertical Infrastructure owner, will issue one or more Site Licenses, which will grant Licensee a contractual privilege to use and occupy certain space on the Vertical Infrastructure covered by such Site License(s) for the Permitted Use and to install, maintain and operate the Equipment as shown in the Approved Plans attached to such Site License(s). After the City issues a Site License to Licensee, the City shall not grant any third parties any present possessory rights or privileges to use or occupy the same space used or occupied by Licensee as shown in the Approved Plans; provided, however, the City may grant rights or privileges to use other spaces on the same Vertical Infrastructure for any other purpose except to the extent expressly provided otherwise in this Master License.

### **2.2. License Area**

#### **2.2.1. Limitations on License Areas**

This Master License applies to only Vertical Infrastructure identified in final and fully executed Site Licenses. This Master License does not authorize Licensee or any other persons or entities to enter on to or use any other City Property, except the License Areas specified in any fully executed Site Licenses. Licensee expressly acknowledges and agrees that the City will not be obligated to issue any Site License or other license to Licensee for any purpose related to any decorative pole, which includes any Vertical Infrastructure or light standard with ornate features or characteristics designed or intended to enhance the appearance of the pole, light standard or other Vertical Infrastructure.

### **2.2.2. License Area Condition**

Licensee expressly acknowledges and agrees to enter on to and use the License Area in its **“as-is and with all faults”** condition. The City makes no representations or warranties whatsoever, whether express or implied, as to the License Area’s condition or suitability for Licensee’s use. Licensee expressly acknowledges and agrees that neither the City nor its Agents have made, and the City expressly disclaims, any representations or warranties whatsoever, whether express or implied, with respect to the License Area’s physical, structural or environmental condition, the License Area’s present or future suitability for the Permitted Use or any other matter related to the License Area.

### **2.2.3. Licensee’s Due Diligence**

Licensee expressly represents and warrants to the City that Licensee has conducted a reasonably diligent and independent investigation, either for itself or through an Agent selected by Licensee, into the License Area’s condition and suitability for Licensee’s intended use, and that Licensee relies solely on its due diligence for such determination. Licensee further expressly represents and warrants to the City that Licensee’s intended use is the Permitted Use as defined in Section 5 in this Master License.

### **2.2.4. Certified Access Specialist Disclosure**

Pursuant to California Civil Code § 1938, as may be amended or superseded, and to the extent applicable to this Master License, the City expressly advises Licensee, and Licensee expressly acknowledges, that a Certified Access Specialist (as defined in California Civil Code § 55.53) has not inspected any License Area in whole or in part to determine whether it meets all applicable construction-related accessibility requirements.

## **2.3. Limitations on Licensee’s Interests**

### **2.3.1. Limited Interest Created**

Licensee expressly acknowledges and agrees that: (1) Licensee does not have any rights to use or interest in any Vertical Infrastructure or other City Property for any purpose whatsoever until and unless the City issues a Site License that covers such Vertical Infrastructure or other City Property; and (2) neither this Master License nor any Site License issued pursuant to this Master License creates or will be deemed to create any leasehold, easement, franchise or any other possessory interest (whether present, future, contingent or otherwise) or real property interest whatsoever in the License Area.

### **2.3.2. Limited Rights Created**

Any Site License the City approves pursuant to this Master License grants Licensee only a non-possessory, non-exclusive and revocable license to enter on to and use the License Area for the Permitted Use in accordance with the terms and conditions in this Master License and the applicable Site License. Licensee expressly acknowledges and agrees that: (1) neither this Master License or any Site License will be coupled with an interest; (2) the City retains legal possession and control over all Vertical Infrastructure for the City's municipal functions, which will be superior to Licensee's rights and interest in the Vertical Infrastructure, if any, at all times; (3) subject to the terms and conditions in this Master License, the City may terminate a Site License in whole or in part at any time; (4) except as specifically provided otherwise in this Master License, the City may enter into any agreement with third parties to use and/or occupy any Vertical Infrastructure and/or other City Property; and (5) neither this Master License nor any Site License creates or will be deemed to create any partnership or joint venture between the City and Licensee.

### **2.3.3. No Impediment or Limitations on City's Municipal Functions**

Except as specifically provided otherwise in this Master License, neither this Master License nor any Site License will limit, alter or waive the City's absolute right to use any License Area, in whole or in part, as infrastructure established and maintained for the City's and the public's benefit.

### **2.3.4. Diminutions in Light, Air or Signal Transmission or Reception**

In the event that any existing or future structure diminishes any light, air or signal propagation, transmission or reception, whether erected by the City or not, Licensee shall not be entitled to any reduction in any License Fee, Additional Fees or any other sums payable to the City under this Master License or any Site License, the City shall have no liability to Licensee whatsoever and such diminution will not affect this Master License, any Site License or Licensee's obligations except as may be expressly provided in this Master License.

## **3. TERM**

### **3.1. Master License Term**

The Term will commence on the Effective Date and automatically expire ten (10) years from the Effective Date on Expiration Date, unless earlier terminated in accordance with this Master License.

### **3.2. Site License Term**

Each Site License will commence on the Commencement Date and will automatically expire on the Expiration Date, unless earlier terminated in accordance with this Master License.

#### 4. LICENSE FEE AND OTHER PAYMENTS

##### 4.1. License Fee

###### 4.1.1. License Fee Amount

Licensee shall pay an annual License Fee as specified in **Schedule 1** for each licensed Vertical Infrastructure authorized under any Site License. Each year throughout the Term on the Adjustment Date, the License Fee for licensed Vertical Infrastructure will be increased by four percent (4%) over the License Fee payable in the immediately previous year. Schedule 1 contains the applicable License Fee per licensed Vertical Infrastructure in any given year throughout the Term.

###### 4.1.2. License Fee Payment

Licensee shall tender the first License Fee payment, without any deduction or setoff for any reason, at the time Licensee delivers the Acknowledgment Letter to the City. After the first License Fee payment, on or before the Commencement Date anniversary, Licensee shall pay each annual License Fee in advance without any prior demand, deduction, setoff or counterclaim for any reason, except to account for a partial year in the event this Master License expires or terminates or any abatement rights expressly granted in this Master License. Any amounts for less than a full year or full month will be calculated based on a 360-day year and a 30-day month.

##### 4.2. Administrative Fees

###### 4.2.1. Master License Administrative Fee

At the time Licensee delivers to the City a partially executed counterpart to this Master License, Licensee shall pay to the City a nonrefundable administrative fee equal to **[amount] and 00/100 Dollars (\$[amount].00)** (the "**Master License Administrative Fee**") to cover the City's costs to review and execute this Master License. The City will not be obligated to execute any Master License until the City receives the Master License Administrative Fee.

###### 4.2.2. Site License Administrative Fee

At the time Licensee delivers to the City a Site License Application, Licensee shall pay to the City a nonrefundable administrative fee equal to **[amount] and 00/100 Dollars (\$[amount].00)** per proposed Vertical Infrastructure (the "**Site License Administrative Fee**"). The City will not be obligated to commence its review for any Site License Application until the City receives the Site License Administrative Fee.

##### 4.3. Late Charges

In the event that Licensee fails to pay any License Fee, Additional Fee, Administrative Fees or any other amount payable to the City within 10 days after the City notifies that such amounts are due and unpaid, such amounts will be subject to a late charge equal to six percent (6%) of unpaid amounts.

**4.4. Default Interest**

Any License Fees, Additional Fees, Administrative Fees and all other amounts payable to the City other than late charges will bear interest at ten percent (10%) per annum from the due date when not paid within 10 days after due and payable to the City. Any sums received shall be first applied towards any interest, then to the late charge and lastly to principle amount owed. Any interest or late charge payments will not alone excuse or cure any default by Licensee.

**4.5. Liquidated Charges and Fees**

The parties agree that the Additional Fees payable under this Master License represent a fair and reasonable estimate of the administrative costs that the City will incur in connection with the matters for which they are imposed and that the City's right to impose the Additional Fees is in addition to, and not in lieu of, any other rights it may have under this Master License. Furthermore:

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE CITY'S ACTUAL ADMINISTRATIVE COSTS AND OTHER DETRIMENT ARISING FROM LICENSEE DEFAULTS AND OTHER ADMINISTRATIVE MATTERS UNDER THIS MASTER LICENSE WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. BY PLACING THEIR INITIALS BELOW, EACH PARTY'S AUTHORIZED REPRESENTATIVE ACKNOWLEDGES THAT THE PARTIES HAVE AGREED, AFTER A NEGOTIATION, ON THE AMOUNT OF THE ADDITIONAL FEES AS REASONABLE ESTIMATES OF THE CITY'S ADDITIONAL ADMINISTRATIVE COSTS AND OTHER DETRIMENT.

Licensee \_\_\_\_\_

City \_\_\_\_\_

**4.6. City's Payment Address**

Licensee shall pay all License Fees, Additional Fees, Administrative Fees and all other amounts payable to the City in cash or other immediately available funds by either: (1) local check payable to the City of Solana Beach, 635 S HWY 101, Solana Beach, CA 92075 or (2) electronic wire transfer. Any payment made with a dishonored check will be deemed unpaid.

**5. USE**

### **5.1. Permitted Use**

Licensee may use the License Area solely for the installation, operation and maintenance of Equipment for transmission and reception of wireless communications signals (the “**Permitted Use**”) in compliance with all applicable Laws and any conditions in any Regulatory Approvals and for no other use whatsoever without the City’s prior written consent, which the City may withhold in its sole and absolute discretion for any or no reason.

### **5.2. Prohibition on “Macro Cell” Uses**

The City and Licensee intend this Master License and any Site License to cover only “small cell” and/or distributed antenna system installations, as those terms are commonly understood to mean small, unobtrusive wireless facilities intended to cover relatively small geographic areas. Licensee expressly acknowledges and agrees that the Permitted Use under this Master License does not include the right to use any Vertical Infrastructure as a support structure for a “macro cell” or a traditional wireless tower typically constructed on private property.

### **5.3. Prohibition on Nuisances and Illegal Uses**

Licensee shall not use the License Area in whole or in part in any unlawful manner or for any illegal purpose. In addition, Licensee shall not use the License Area in whole or in part in any manner that constitutes a nuisance as determined by the City in its reasonable judgment. Licensee shall take all precautions to eliminate any nuisances or hazards in connection with its uses and activities on or about the License Area.

### **5.4. Signs or Advertisements**

Licensee acknowledges and agrees that its rights under this Master License and any Site License do not authorize Licensee to erect, post or maintain, or permit others to erect, post or maintain, any signs, notices, graphics or advertisements whatsoever on the License Area, except as may be specifically authorized under this Master License, any Site License or as may be required for compliance with any applicable Laws.

## **6. SITE LICENSES**

### **6.1. City Approval Required**

Licensee shall not have any right to use the License Area in whole or in part for any purpose until and unless the City approves a Site License that covers the License Area. Licensee may obtain a Site License only after the City approves a Site License Application as provided in this Section 6. Subject to any express limitations in this Master License, the City will not be obligated to subordinate its municipal functions or proprietary interest in any manner whatsoever to Licensee’s interest under any Site License. When the City considers whether to approve or disapprove any Site License

Application, the City may consider any matter that affects its municipal functions or proprietary interests, which include without limitation: (1) Licensee's proposed plans and Equipment specifications; (2) compliance with any applicable Laws; (3) impacts on the City's street light, traffic control or other municipal operations; (4) any potential hazards or unsafe conditions that could result from Licensee's installation, operation or maintenance; (5) any potential visual or aesthetic impacts, provided the proposed Equipment is not in conformance with objective design standards adopted by the City; (6) the additional load on the Vertical Infrastructure the proposed Equipment would create; and (7) any municipal plans for the Vertical Infrastructure, other City Property or the public right-of-way in proximity to the subject Vertical Infrastructure.

## **6.2. Site License Application**

A complete Site License Application must include the following: (1) two partially executed duplicate counter parts of a Site License in the form attached as **Exhibit A** to this Master License, together with: (a) a fully completed **Exhibit A-1**, which shall contain a summarized list that identifies all Vertical Infrastructure covered under the Site License Application; (b) a fully completed **Exhibit A-2**, which shall contain detailed construction plans for the proposed installation(s) and an inventory for all proposed Equipment to be installed on the Vertical Infrastructure covered under the Site License Application; and (c) a true and correct copy of **Schedule 1** attached to this Master License; (2) the Site License Administrative Fee; (3) all other information and materials required for a complete application for all Regulatory Approvals issued by the City's departments, which the City may update from time-to-time in accordance with applicable Laws; and (4) if the City elects to augment its staff as provided in this Master License, a deposit for the City's estimated costs.

## **6.3. Site License Application Review Procedures**

### **6.3.1. Site License Application Priority**

Licensee expressly acknowledges that the City either already has or may in the future enter into similar master license agreements for its Vertical Infrastructure with other persons or entities, and that Licensee and such third parties may from time-to-time desire to license the same Vertical Infrastructure from the City. To promote a fair and competitively neutral process, the City shall implement a first-in-time prioritization process as provided in this Section 6.3.1. The City shall review each Site License Application, which includes without limitation any Site License Applications submitted by other licensees, in the order received. Each Site License Application will be date and time stamped when received by the City, and such stamp shall control the Site License Application's priority relative to other Site License Applications. In the event that the City receives two Site License Applications for the same Vertical Infrastructure, the applications with lower priority will be held in abeyance until the higher-priority application is withdrawn, denied or timed-out as provided in this Master License, at which time the City will commence to review the next-highest priority Site License Application for that Vertical Infrastructure.



### **6.3.2. Timeframe for City's Review**

The City will review each complete Site License Application within the applicable timeframes under applicable Laws, taking into account any tolling periods for such timeframes as provided in applicable Laws, and as modified in this Master License. Licensee shall provide the City with at least 60 days prior notice for any Site License Application that covers more than five proposed installations on Vertical Infrastructure to allow the City sufficient time to augment its staff as provided in Section 6.3.3 (City Staff Augmentation). Licensee shall use best efforts not to submit successive Site License Applications that would effectively thwart the City's right to the 60-day advance notice provided in this Section 6.3.2. In the event that Licensee fails to provide the notice required in this Section or submits successive Site License Applications that exceed the five-installation threshold within any 30-day period, the parties shall enter into a written agreement to extend the applicable timeframes under applicable Laws for at least an additional 60 days, unless the City, in its sole discretion, agrees to a shorter extension.

### **6.3.3. City Staff Augmentation**

To assist the City review and process Site License Applications in a timely manner, the City shall have the right to select and retain temporary staff members, consultants and/or other independent contractors with qualifications and expertise acceptable to the City ("**Staff Augmentation**"). Licensee shall be responsible for all costs incurred by the City in connection with Staff Augmentation. Upon the City's request, Licensee shall furnish the City with a deposit in an amount reasonably estimated by the City to cover the Staff Augmentation costs for a particular Site License Application. The City may withdraw funds from the deposit during the review process only: (1) as needed to pay invoices in connection with Staff Augmentation before such invoices become past-due and (2) upon notice to Licensee that includes copies of such invoices or other documentation to evidence Staff Augmentation costs incurred by the City. If the deposit is insufficient to cover the City's costs, Licensee shall reimburse the City for the difference between the deposited amount and the total Staff Augmentation costs within 10 days after Licensee receives the City's demand for reimbursement, together with copies of invoices or other documentation to evidence the City's costs.

### **6.3.4. Consultation with Other City Departments**

The City, in its proprietary capacity as the licensor under this Master License, may consult with other departments within the City to assess whether Licensee's proposed Equipment poses any concerns, which includes without limitation any concerns about aesthetics, historic or environmental impacts, traffic control, pedestrian access and general right-of-way management. Licensee acknowledges that any consultation with any other City departments in accordance with this Section 6.3.4 and any actions or failures to act by the City that may result from such consultations would be in the City's proprietary capacity as the Vertical Infrastructure owner and not an exercise of the City's regulatory authority.

### **6.3.5. Amendments to Site License Applications**

In the event that the City determines for any reason that the Site License Application is incomplete or the Permitted Use at any particular proposed License Area would impede its municipal functions or otherwise negatively affects its proprietary interests, the City will provide notice to Licensee as soon as reasonably practicable. The City will not be obligated to review or approve any incomplete Site License Application. Licensee will have 14 days from such notice to amend its Site License Application without any impact on the Site License Application's priority relative to any other applications then under review or later received by the City. Any amendments received after the 14-day period or any other changes Licensee may make to the Site License Application will cause the date and time on which the application was submitted or deemed submitted to be changed to the date and time on which Licensee submitted the proposed changes.

### **6.3.6. Site License Application Approvals**

In the event that the City approves a Site License Application, the City will return one fully executed Site License to Licensee. Such approval may occur before or simultaneous with any approvals or denials for any Regulatory Approvals issued by the City in its regulatory capacity. Licensee acknowledges and agrees that the City's decision to approve or disapprove any Site License Application is not, and will not be deemed to be, a regulatory determination subject to any administrative appeal, but is an exercise of the City's proprietary authority over its Vertical Infrastructure as its personal property. In the event that Licensee fails to commence construction pursuant to the Site License within one year from the date the City fully executes the Acknowledgment Letter, the Site License shall automatically expire unless the City Manager grants a written extension that may not exceed one additional year. Licensee shall not be entitled to any refund for any fees, which include without limitation the License Fee, paid in connection with a Site License that expires pursuant to this Section 6.3.6. Nothing in this Section 6.3.6 is intended to prohibit or prevent Licensee from submitting a new Site License Application for the same or substantially the same Vertical Infrastructure as those covered under a Site License that expired pursuant to this Section 6.3.6.

### **6.3.7. Site License Application Denials**

Licensee acknowledges that the City reserves the absolute right to disapprove any Site License Application in whole or in part when the City determines in its sole judgment that the proposed Equipment would unreasonably interfere with the City's municipal functions or proprietary interests or create a hazardous or unsafe condition. The City shall provide Licensee with a written denial that states the basis for the denial.

### **6.3.8. Licensee's Waiver of Certain Federal or State Rights**

Despite any potential future change in any applicable Laws during the initial 10-year Term under this Master License, Licensee expressly and irrevocably waives any State

or Federal rights to challenge: (1) the fees paid to the City pursuant to this Master License and any Site License; (2) the timeframes established in this Master License by which the City must review and process Site License Applications, including any notices, tolling or extensions required under this Master License or any Site License; and (3) the right to claim that new facilities installed pursuant to this Master License or any Site License are eligible for mandatory collocations or modifications Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, or any similar Laws. At least 90 days prior to any extension under this Master License, Licensee may request from the City an amendment to this Master License to comply with such changed Laws, if applicable. To avoid any doubts, any such amendment would be effective only after the initial 10-year Term expires or as may be otherwise agreed to by the parties.

#### **6.4. Replacement Vertical Infrastructure**

In the event that Licensee desires to replace any existing Vertical Infrastructure, or in the event that the City requires Licensee to replace any existing Vertical Infrastructure as a condition on the City's approval for a Site License, Licensee shall: (1) design and/or procure the replacement Vertical Infrastructure to be (a) substantially the same as the existing Vertical Infrastructure to be replaced, (b) consistent with the City's specifications for similar Vertical Infrastructure, and (c) consistent with the City's objective design standards; and (2) install the replacement Vertical Infrastructure at Licensee's sole cost and expense and in accordance with all applicable provisions in this Master License, which includes without limitation Section 7 (Equipment Installation). After Licensee installs any replacement Vertical Infrastructure, the City will have the right to inspect the improvements and installation work and accept, reject and require corrections to such improvements or installation work. Licensee shall make any and all necessary corrections to any replacement Vertical Infrastructure within 60 days after a rejection by the City. After the City accepts the replacement Vertical Infrastructure, Licensee shall transfer title to the replacement Vertical Infrastructure to the City by a written instrument mutually acceptable to the parties. Licensee acknowledges and agrees that the City's approval of the Site License will be the only consideration due to Licensee in exchange for transferring title to any replacement Vertical Infrastructure to the City, and Licensee will not be entitled to any additional pecuniary or non-pecuniary consideration.

#### **6.5. Future Modifications to Equipment Shown on the Approved Plans**

At any time after the Commencement Date, Licensee may, upon written notice to the City, replace or upgrade the Equipment shown in the Approved Plans so long as such replacement or upgraded Equipment is the same or smaller than the Equipment in the Approved Plans for that Vertical Infrastructure. Any other changes, additions or expansions to the Equipment shown in the Approved Plans shall require the City's prior written consent, which the City may withhold only in accordance with the provisions in Section 6.1 (City Approval Required). In any case, Licensee shall not be required to submit a new Site License Application for modifications to Equipment installed pursuant

to a valid Site License. Licensee shall perform all modifications in accordance with the provisions in Section 7 (Equipment Installation). Within 60 days after Licensee completes any modification, Licensee shall, at its sole cost, tender to the City as-built plans and Equipment specifications for the modified Equipment. The City shall review such as-built plans and approve or reject them consistent with Section 6.3.7. After the City's approval, such as-built plans will replace the portions of Exhibit A-2 that depicted the Equipment prior to the modification.

## **7. EQUIPMENT INSTALLATION**

### **7.1. Prior Regulatory Approvals Required**

Licensee shall not commence any work on or about the License Area until and unless Licensee first obtains all necessary prior Regulatory Approvals, which includes without limitation any encroachment permits, building permits, excavation permits, electrical permits [*describe any other regulatory approvals for installation*] ("Regulatory Approvals"). Any work performed by Licensee or its Agents or Invitees without such Regulatory Approvals will be a default under this Master License in addition to any other liabilities or penalties the City, in its regulatory capacity, may impose on Licensee for the same acts or omissions.

### **7.2. Acknowledgment Letter as Licensee's Notice to Proceed**

After Licensee obtains all necessary prior Regulatory Approvals, Licensee shall tender a partially executed Acknowledgment Letter to the City that includes [*describe the required attachments*]. The City shall use reasonable efforts to review, countersign and tender the fully executed Acknowledgment Letter to Licensee within 10 business days from the date on which the City receives a partially executed Acknowledgment Letter with all required attachments. Licensee shall not commence any work on or about the License Area until and unless Licensee first obtains a fully executed Acknowledgment Letter from the City. Such fully executed Acknowledgment Letter will serve as Licensee's notice to proceed with its installation work.

### **7.3. Installation Work**

Licensee shall perform all work in connection with the License Area in strict compliance with the Approved Plans and in a diligent, skillful and workmanlike manner.

#### **7.3.1. Changes to Approved Plans Required by Regulatory Approvals**

Licensee may amend any Approved Plans when such changes are required to obtain or maintain compliance with Regulatory Approvals necessary to install the Equipment, so long as Licensee obtains the City's prior written consent, which the City shall not unreasonably withhold.

### **7.3.2. Corrections to Approved Plans**

Licensee shall have the obligation to correct any errors or omissions in any Approved Plans and related Regulatory Approvals. Licensee shall immediately send written notice to the City in the event that Licensee discovers any such defects. Any Approved Plans and/or amendments to Approved Plans by the City will not release or excuse Licensee's obligations under this Section 7.3.2.

### **7.3.3. Alterations to City Property**

Licensee shall not remove, damage or in any manner alter any City Property without prior written consent from the City and any other public agencies with jurisdiction over the subject City Property. The City may withhold its consent in its sole and absolute discretion, and may reasonably condition its consent in each instance based on scope and nature of the proposed alterations. Licensee shall immediately notify the City if any removal, damage or other alteration occurs to City Property for any reason and through any cause.

### **7.3.4. Licensee's Contractors**

Licensee shall use only qualified and trained persons and appropriately licensed contractors for all work performed on or about the License Area. At least five (5) business days before to any work commences on or about the License Area, Licensee shall provide the City with: (1) a schedule with all activities to be performed in connection with the work; and (2) a list with all the names, contractors' license numbers, contact information, and business addresses for all contractors or subcontractors who will perform the work.

### **7.4. Labor and Material Costs**

Licensee shall be responsible for all direct and indirect costs (labor, materials and overhead) in connection with designing, purchasing and installing all Equipment in accordance with the Approved Plans and all applicable Laws. Licensee shall also bear all costs to obtain and maintain all Regulatory Approvals required in connection with the installation, which includes without limitation all direct and indirect costs to comply with any approval conditions or mitigation measures that arise from Licensee's proposed installation. Licensee shall timely pay for all labor, materials, Equipment and all professional services related to the Permitted Use or furnished to the License Area at Licensee's direction or for Licensee's benefit.

### **7.5. Project Managers**

The City and Licensee each designate the person listed in this Section 7.5 as its project manager to coordinate Licensee's Equipment design and installation, and serve as each party's respective primary contact person for all design, engineering, construction and

installation issues that may arise between the parties in connection with this Master License.

**City's Project Manager:**

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**Licensee's Project Manager:**

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Licensee acknowledges that the City's project manager is not exclusively assigned to this Master License or any Site License, and that the City's project manager may not always be immediately available to Licensee or its project manager. Licensee further acknowledges that the authority delegated by the City to the City's project manager is limited to the administration of this Master License, any Site License Applications and any approved Site Licenses. The parties' respective project managers will have no obligation to personally perform any term or covenant to be performed by the other party under this Master License. Notices to the parties' respective project managers alone will not be deemed effective notice for any purpose under this Master License.

**7.6. Coordination with the City**

Licensee must coordinate all its installation, construction and other work on or about the License Area with the City so as to avoid any interference (physical, electronic or otherwise) with any existing utilities, substructures, facilities, City Property and the City's municipal operations.

**7.7. Fiber Optic Cables**

Licensee shall reserve either a minimum of four (4) strands of fiber, and up to six (6) strands if existing or (b) six (6) strands where newly placed, throughout its entire network in the City's rights-of-way for the City's exclusive use as partial consideration paid to the City for this Master License. Licensee's fiber strands reserved to the City shall consist of a contiguous route or routes of dark fiber that create an infrastructure that can be used as a network and system to effectively transport broadband between points of connection throughout the City. Licensee shall grant the City the right to use all related infrastructure to access, manage and maintain the fiber strands, including conduit, pull boxes, vaults, splice cases and other such things and network elements. The City shall have the right to splice the fibers to new or other fibers as it deems necessary; provided, however, that the City shall not unreasonably interfere with Licensee's fiber, other related Equipment or operations. Such license shall be automatically effective upon Licensee's installation of any fiber-optic cables on the License Area, and Licensee shall designate and mark the four or six fiber strands in any

conduit that serves the License Area for the City's use at the time it installs such fiber-optic cables (e.g., with a tag or other marker). Licensee further agrees that, at the time this Master License Agreement expires or terminates, Licensee shall transfer to the City title and ownership of any fiber stands that the City uses or desires to use by quitclaim or bill for sale at no cost to Licensee.

#### **7.8. Title to Licensee's Equipment and Other Improvements**

Except as specifically provided otherwise in this Master License, all Equipment and other improvements installed, constructed or placed on or about the License Area by Licensee or its Agents or Invitees will be and remain at all times Licensee's personal property. All structural improvements to any Vertical Infrastructure, any replacement Vertical Infrastructure and any underground fiber optic cables, all as approved by the City and shown in the Approved Plans, will become City Property and remain should Licensee vacate or abandon such License Area, unless the City elects in a written notice to Licensee that it does not wish to take title to such structural improvements. Subject to Section 26 (Surrender of License Area), Licensee may remove its Equipment from the License Area at any time after 30 days' written notice to the City.

#### **7.9. Prevailing Wages**

The services to be provided under the Master License or Site License are or may be subject to prevailing wage rate payment as set forth in California Labor Code Section 1771. Accordingly, to the extent that any such services are subject to the prevailing wage rate payment requirements, Licensee shall comply with all applicable California Labor Code requirements pertaining to "public works," including the payment of prevailing wages in connection with the services to be provided to the City hereunder (collectively, "**Prevailing Wage Policies**"). Licensee shall submit, upon request by the City, certified copies of payroll records to the City and shall maintain and make such records available to the City or the City's duly authorized representative for inspection and copying in a manner consistent with Licensee's obligations under Section 24 (Records).

Licensee shall defend, indemnify and hold the City and its Indemnified City Parties harmless from and against any and all present and future Claims, that arise from or in connection with Licensee's obligation to comply with all Laws with respect to the work and Prevailing Wage Policies, which includes without limitation any and all Claims that may be made by contractors, subcontractors or other third parties pursuant to California Labor Code Sections 1726 and 1781, and as may be amended or superseded in the future.

Licensee hereby waives, releases and discharges forever the City and Indemnified City Parties from any and all present and future Claims that arise from or in connection with Licensee's obligation to comply with all Laws with respect to the work and Prevailing Wage Policies. Licensee hereby acknowledges that Licensee is aware of and familiar with the provisions in California Civil Code Section 1542 which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him must have materially affected his or her settlement with the debtor.

Licensee hereby waives and relinquishes all rights and benefits which it may have under California Civil Code Section 1542, as such relates to the Master License and any Site License. Licensee's obligations under this Section 7.9 will survive the expiration or earlier termination of this Master License and any Site License.

## **8. LICENSEE'S MAINTENANCE OBLIGATIONS**

### **8.1. Equipment Maintenance**

Licensee shall, at its sole cost and expense, maintain all Equipment installed on the License Area in good condition at all times, and shall promptly repair any damage to any Equipment installed on the License Area whenever repair or maintenance may be required, subject to the City's prior approval if required under Section 7 (Equipment Installation). Licensee will not be required to seek the City's prior approval for any Equipment repair, maintenance, replacement or other installation on the License Area when such Equipment appears on the Approved Plans. Licensee must obtain the City's prior written approval for any Equipment repair, maintenance, replacement or other installation that involves larger, different or additional Equipment than as appears on the Approved Plans. Licensee expressly acknowledges that Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 (codified at 47 U.S.C. § 1455), as may be amended or superseded, does not apply to this Master License or any Site License. Licensee expressly acknowledges and agrees that Licensee shall not perform any repair, maintenance, replacement or other work authorized under this subsection until and unless Licensee obtains all Regulatory Approvals required for such work.

### **8.2. Damage to Vertical Infrastructure**

#### **8.2.1. Notice to City**

If Licensee discovers any damage to the License Area from any cause, Licensee shall promptly give notice to the City that describes damage and the location(s) where the damage occurred. Licensee will not be deemed to have assumed liability for any life-threatening or hazardous conditions by giving such notice, unless such conditions were caused by or arose in connection with Licensee's or its Agent's or Invitee's acts, omissions or negligence.

#### **8.2.2. Damage Caused by Licensee**

In the event that any maintenance by Licensee or its Agents or Invitees cause any damage to any Vertical Infrastructure, Licensee must repair such damage within 30



days after the City provides a notice to Licensee that describes such damage. Such 30-day cure period may be extended to a date certain if the City agrees the cure reasonably requires more time. In the event that Licensee fails to timely cure the damage, the City may repair the damage at Licensee's expense. Licensee will reimburse the City for all costs incurred to repair such damage within 10 days after Licensee receives the City's demand for payment, together with copies of invoices or other evidence to document the costs incurred.

### **8.2.3. No Right to Repair Vertical Infrastructure**

Absent notice from the City with a demand to cure any damage to any Vertical Infrastructure, Licensee is not authorized to make any repairs to any Vertical Infrastructure or License Area. Licensee expressly waives all rights it may have under any applicable Laws to make repairs at the City's expense.

### **8.3. Graffiti Abatement**

In addition to Licensee's other maintenance obligations under this Master License and any Site License, Licensee shall remove any graffiti or other similar markings from the License Area promptly upon actual notice (but in no event later than 48 hours after notice from the City).

### **8.4. Maintenance Work Performance Standards**

All work performed by or for Licensee under this Section 8 shall be performed: (1) at Licensee's sole cost and expense; (2) by only qualified and trained persons and appropriately licensed contractors; (3) in a manner and with Equipment and materials that will not interfere with or impair the City's municipal operations on or about the License Area; and (c) in a manner compliant with all applicable Laws.

### **8.5. Maintenance Certification**

Once in every five-year period throughout the Term, Licensee shall inspect (or cause to be inspected) all its Equipment installed pursuant to this Master License and any Site Licenses and submit a written report to the City that: (1) identifies each Vertical Infrastructure licensed to Licensee; (2) inventories the Equipment installed on such Vertical Infrastructure; (3) identifies any third-parties who use each such Vertical Infrastructure pursuant to this Master License; and (4) certifies that all installations are in compliance with this Master License, the applicable Site License and the most current Approved Plans. In the event that the CPUC or any other governmental authority requires Licensee to perform the same or substantially similar inspection, the City agrees that it will accept a written report prepared in connection with such inspection so long as it meets the requirements described in items (1), (2), (3) and (4) in this subsection and such report was prepared within the last 12 months.

## **9. UTILITIES**

Licensee shall be responsible to secure its own utility services for its Permitted Use and shall not be permitted to “submeter” from any electrical service provided to the City on any License Area without the City’s prior written consent, which the City may withhold in its sole and absolute discretion. Licensee shall timely pay when due all charges for all utilities furnished to its Equipment on the License Area.

## **10. TAXES, ASSESSMENTS AND OTHER IMPOSITIONS**

Licensee agrees to pay when due (and prior to delinquency) any and all taxes, assessments, charges, excises and exactions whatsoever, including without limitation any possessory interest taxes, that arise from or in connection with Licensee’s use within the License Area or Licensee’s Equipment that may be imposed on Licensee under applicable Laws. Licensee shall not allow or suffer any lien for any taxes assessments, charges, excises or exactions whatsoever to be imposed on the License Area or Licensee’s Equipment. In the event that the City receives any tax or assessment notices on or in connection with the License Area or Licensee’s Equipment, the City shall promptly (but in no event later than 30 calendar days after receipt) forward the same, together with reasonably sufficient written documentation that details any increases in the taxable or assessable amount attributable to Licensee’s Equipment. Licensee understands and acknowledges that this Master License and any Site License may create a possessory interest subject to taxation and that Licensee will be required to pay any such possessory interest taxes. Licensee further understands and acknowledges that any sublicense or assignment under this Master License and any options, extensions or renewals in connection with this Master License or any Site License may constitute a change in ownership for taxation purposes and therefore result in a revaluation for any possessory interest created under this Master License.

## **11. LICENSEE’S OBLIGATIONS TO MAINTAIN COMPLIANCE WITH LAWS**

### **11.1. Compliance with CPUC General Orders**

In addition to all other Laws, Licensee shall conduct all activities on the License Area in accordance with all applicable CPUC general orders, which includes without limitation CPUC General Order 95 and CPUC General Order 128 as those orders may be amended or superseded in the future, and the rules, regulations and other requirements adopted or enacted by the CPUC under such general orders.

### **11.2. Compliance with Building and Electric Codes**

In addition to Licensee’s compliance with all other Laws, Licensee shall conduct all activities on the License Area in accordance with the requirements in the California Building Code, the California Electric Code, the NESC and any applicable local building and electrical code, as those codes exist now or may be amended in the future. To the extent that CPUC General Order 95 does not address cellular telephone antenna

installations on Vertical Infrastructure carrying electrical lines, Licensee shall apply applicable provisions of the NESC, with particular attention to paragraphs 224, 235C, 235F, 238, 239 and 239H and sections 22, 41 and 44. Where any conflict exists between the California Building Code, the NESC, the California Electric Code, any local code and CPUC General Orders 95 and 128, the more stringent requirements will apply, as determined by the City.

### **11.3. Compliance with RF Exposure Regulations**

In addition to Licensee's compliance with all other Laws, Licensee shall maintain compliance with all Laws related to human exposure to RF emissions, which includes without limitation all guidelines and recommended best practices issued by the FCC, OSHA, CPUC and other regulatory agencies on or about the License Area, whether such RF emissions or exposure results from Licensee's Equipment alone or in combination with all other sources on or near the License Area.

## **12. PUBLIC WORKS' OPERATIONS**

### **12.1. City's Access to License Area**

Except as specifically provided otherwise in this Master License, the City and its Agents have the absolute right to access any License Area in whole or in part at any time without notice for any purpose. The City will not be liable in any manner whatsoever, and Licensee expressly waives any Claims for inconvenience, disturbance, lost business, nuisance or other damages that may arise from the City's or its Agents' access to the License Area, which includes, without limitation, any Equipment removed in an emergency or other exigent circumstances pursuant to Section 12.4 (Emergencies), except to the extent that the damage arises directly and exclusively from the City's or its Agent's sole active negligence or willful misconduct and not contributed to by Licensee's or its Agents' or Invitees' acts, omissions or negligence.

### **12.2. City's Maintenance, Repairs or Alterations to Vertical Infrastructure**

The City and/or the Public Works Department will: (1) maintain and repair Vertical Infrastructure as needed, in the City's sole judgment, for its street light operations and other municipal functions; and (2) correct any immediately hazardous condition. Except as provided in Section 19 (Termination), neither any City work on any Vertical Infrastructure nor any condition on any Vertical Infrastructure will: (a) entitle Licensee to any damages; (b) excuse or reduce any obligation by Licensee to pay any License Fees or Additional Fees or perform any covenant under this Master License or any Site License; or (c) constitute or be construed as a constructive termination of this Master License or any Site License.

### **12.3. City's Maintenance, Repairs or Alterations to Other City Property**

The City may, at any time, alter, add to, repair, remove from and/or improve the License Area in whole or in part for any municipal function, which includes without limitation maintenance and improvements in connection with street light services and compliance with all applicable Laws; provided, however, that the City: (1) makes a good-faith effort to provide prior notice to Licensee's On-Call Representative; (2) allows Licensee's On-Call Representative to observe the City's work; and (3) the City takes reasonable steps not to disrupt Licensee's ordinary operations on the License Area, taking into account any exigencies that may threaten persons or property. The provisions in this Section 12.3 will not be construed to allow Licensee's ordinary operations to impede or delay the City's authority and ability to make changes to the License Areas necessary to maintain street light services, traffic control services, any municipal utility services (to the extent permissible under applicable Laws) or any other municipal functions carried out for the public's health, safety, welfare or benefit.

#### **12.4. Emergencies**

In emergencies, and unless expressly provided in applicable Laws, the City's work and operations will take precedence over Licensee's operations, which includes without limitation any Equipment operated on the License Area, and the City may access the License Area in whole or in part as the City deems necessary in its sole and absolute determination and in accordance with this Section 12.4, with or without notice to Licensee. When safe and practicable, as determined by the City, the City will notify Licensee of any emergency or other exigent circumstances that requires the City to remove or replace any Vertical Infrastructure or other City Property and will allow Licensee to remove its Equipment before the City removes or replaces such Vertical Infrastructure or other City Property; provided, however, that the City will remove the Equipment from the License Area when in the City's sole determination it would: (1) be unsafe or not practicable to wait for Licensee to perform (or cause to be performed) the work; (2) result in significant delay; or (3) otherwise threaten or compromise public health, safety, welfare or public services. The City will remove any Equipment with reasonable care and store such Equipment for retrieval by Licensee. Licensee shall have the right to reinstall such removed Equipment (or equivalent replacement Equipment) at Licensee's sole expense on the repaired or replaced Vertical Infrastructure and/or License Area and in accordance with Section 7 (Equipment Installation). Licensee expressly acknowledges that any act(s) taken by the City pursuant to this Section 12.4, which includes without limitation any Equipment removal or storage, will not be deemed to be a forcible or unlawful entry onto the License Area or any interference with Licensee's contractual privilege to use the License Area.

#### **12.5 EMERGENCY CONTACTS**

12.5.1 Coordination of Emergency Events – In case of an emergency due to interference, failure of traffic light signal system, or any unforeseen events, City will act to protect the public health and safety of its citizens, and to protect public and private property, notwithstanding any provision in this Agreement. City will make every reasonable effort to coordinate its emergency response with the Licensee. To that end,

the City will use the following emergency contacts: The Licensee's On-Call Representative and network operations center may be reached 24/7 at [add contact number]. On each Vertical Infrastructure and/or License Area, Licensee must install one identification plate in strict compliance with the size, material, form and substance as shown on the Approved Plans. The identification plate must include Licensee's corporate name and telephone number at which Licensee's emergency contact may be reached at all times (24 hours and 7 days a week). Licensee must replace the identification plate in the event that any information on such plate changes.

12.5.2 Licensee's Duty to Maintain Current Emergency Contacts – Licensee will maintain the emergency contact information current at all times with the City.

12.5.3 Licensee's Response to Network Emergency - In case of a network emergency, Licensee may access the Vertical Infrastructure and/or License Area without first obtaining a City permit provided Licensee has conducted network trouble-shooting and diagnostic tests and has reasonably identified the point or points of network failure or malfunction. While acting under this provision to address a network emergency, Licensee shall conduct its activities within the public rights-of-way in such a manner as to protect public and private property. Licensee will make every reasonable effort to coordinate its emergency response with the City. To that end, prior to entering the public rights-of-way, Licensee will contact the City and give notice to Licensor of the network emergency and an estimated time period to address the situation.

12.5.4 City's Duty to Maintain Emergency Contacts – City will maintain the emergency contact information current at all times with Licensee.

## 13. INDEMNIFICATION

### 13.1. Licensee's Indemnification Obligations

Licensee, for itself and its successors and assigns, shall indemnify, defend and hold the City and its Agents, Invitees, elected and appointed officials and volunteers (collectively, the "**Indemnified City Parties**") harmless from and against any and all Claims incurred in connection with or arising in whole or in part from: (1) death or personal injury to any person or damage or loss to any property that occurs on or about the License Area or arises in connection with Licensee's or its Agents' or Invitees' authorized or unauthorized uses or activities on or about the License Area; (2) Licensee's failure or refusal to observe or perform any term, covenant, condition or other provision in this Master License to be observed or performed by Licensee; (3) Licensee's or its Agents' or Invitees' use or occupancy of the License Area, or the manner in which Licensee or its Agents or Invitees use or occupy the License Area; (4) any exposure to RF emissions from Licensee's Equipment; (5) the License Area condition or any occurrence on or about the License Area attributable to the events described in clauses (1), (2), (3) or (4) under this Section 13; or (6) any act or omission by Licensee or its Agents or Invitees on or about the License Area; all whether any negligence may be attributed to any Indemnified City Parties or not, all whether any liability without fault is imposed or

sought to be imposed on any Indemnified City Parties or not, but except to the extent that such Claim arise directly from any Indemnified City Parties' sole gross negligence or willful misconduct. Licensee's obligations under this Section 13 includes, without limitation, all reasonable fees, costs and expenses for attorneys, consultants and experts, and the City's actual costs to investigate any Claim. Licensee expressly acknowledges and agrees that (a) it has an immediate and independent obligation to defend any Indemnified City Parties from any Claim that actually or potentially falls within this Section 13, even when the allegations in the Claim are or appear to be groundless, fraudulent or false; and (b) Licensee's obligations arise at the time any Indemnified City Parties tender such Claim to Licensee and continue until such Claim's final resolution. Licensee's obligations under this Section 13 shall survive this Master License's and any applicable Site License's expiration or termination.

### **13.2. Licensee's Defense of City**

In the event that any Claim is brought against any Indemnified City Parties in connection with any subject matter for which any Indemnified City Parties are indemnified by Licensee under this Master License or any Site License, Licensee shall, upon written notice and at Licensee's sole cost and expense, resist and defend against such Claim with legal counsel acceptable to the City. The City shall not unreasonably withhold its consent to legal counsel selected by Licensee; provided, however, that the City may reject any legal counsel that: (1) has less than 10 years' direct experience representing public agencies in similar actions or proceedings as that brought against the Indemnified City Parties; (2) has any past disciplinary actions by any United States tribunal or state bar association; or (3) has any actual or potential conflicts of interest with any Indemnified City Parties. Licensee shall not, without the City's written consent, enter into any compromise or settlement agreement on any Indemnified City Parties' behalf that (a) admits any liability, culpability or fault whatsoever on any Indemnified City Parties' part; or (b) requires any Indemnified City Party to take any action, which includes without limitation any change in the City's policies, or pay any money. Nothing in this Master License shall be construed to limit or preclude any Indemnified City Parties or their respective legal counsel from cooperating with Licensee and participating in any judicial, administrative or other litigation or proceeding.

13.3. [reserved]

## **14. INSURANCE**

Prior to any activities by Licensee on the License Area or other City Property, Licensee shall comply with all insurance requirements and other obligations contained in **Exhibit B**. The City shall have the right to amend or replace the insurance requirements and other obligations contained in **Exhibit B** on 60 days' prior written notice to Licensee.

## **15. LIMITATIONS ON LIABILITY**

### **15.1. General Limitation on City's Liability**

Licensee expressly acknowledges that the City is not responsible or liable to Licensee for any and all Claims that arise in connection with (1) acts or omissions by persons or entities using the sidewalk, street or other areas adjoining, adjacent to or connected with any License Area; (2) any utility service interruption; (3) theft; (4) burst, stopped or leaking water, gas, sewer, steam or other pressurized pipes; (5) fires, floods, earthquakes or other *force majeure*; or (6) any vehicular collision on or about the License Area or other City Property; all except to the extent such events are caused by the City's or its Agents' sole active negligence or willful misconduct. Licensee expressly waives and releases all Claims it may have against the City or its Agents that arise in connection with the events described in this Section 15.1 as may be related to this Master License, any Site License or on or about the License Area.

### **15.2. Consequential, Indirect or Punitive Damages**

Licensee expressly acknowledges and agrees that the License Fees and Additional Fees payable under this Master License do not take into account any potential liability on the City's part or any Indemnified City Parties' part for consequential or incidental damages. The City would not be willing to enter into this Master License or issue any Site Licenses unless Licensee completely waived any Claims against the City or any Indemnified City Parties, to the fullest extent permitted by applicable Laws, for consequential or incidental damages due to the acts or omissions by the City or its Agents, and Licensee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligation placed on Licensee or other waivers contained in this Master License, and as material consideration for this Master License and all Site Licenses (if any), Licensee fully releases, waives and discharges forever any and all Claims against the City for consequential and incidental damages that may arise from or in connection with this Master License or any Site License, which includes without limitation any lost profits related to any disruption to Equipment, any interference with uses or operations conducted by Licensee under this Master License and/or any Site Licenses, from any cause whatsoever, and whether or not due to the active or passive negligence or willful misconduct by the City or any Indemnified City Parties, and covenants not to sue for such damages the City, the City's other departments and all City agencies, officers, directors and employees, and all persons acting by, through or under them. In no event will Licensee be liable to the City for any special, consequential or indirect damages.

### **15.3. No Relocation Assistance**

Neither this Master License nor any Site License creates any right in Licensee to receive any relocation assistance or payment for any reason under the California Relocation Assistance Law (California Government Code §§ 7260 *et seq.*), the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§ 4601 *et seq.*) or similar Laws upon or after any termination. To the extent that any such Laws may apply, Licensee waives, releases and relinquishes forever any and all Claims that it

may have against the City for any compensation from the City except as provided in Section 23 (Condemnation).

#### **15.4. Mutual Personal Liability Waiver**

In no event will any City board, agency, member, officer, employee or other Agent be personally liable to Licensee, its successors or assigns, for any default, breach, other nonperformance or sum unpaid sum by the City. In no event will any Licensee board, agency, member, officer, employee or other Agent be personally liable to the City for any for any default, breach, other nonperformance or sum unpaid sum by Licensee.

### **16. HAZARDOUS MATERIALS**

#### **16.1. Hazardous Materials in the License Area**

Licensee covenants and agrees that neither Licensee nor its Agents or Invitees cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated, disposed of or Released in, on, under or about the License Area or any other City Property, in whole or part, or transported to or from any City Property in violation of any Environmental Laws, except that Licensee may use small quantities of Hazardous Materials as needed for routine operation, cleaning and maintenance of Licensee's Equipment that are customarily used for routine operation, cleaning and maintenance of such Equipment and so long as all such Hazardous Materials are contained, handled and used in compliance with all Environmental Laws.

#### **16.2. Hazardous Material Release Notice**

Licensee shall immediately notify the City if and when Licensee learns or has reason to believe any Hazardous Material Release has occurred in, on, under or about the License Area or other City Property. Licensee will not be deemed to have assumed liability for any such Release by giving such notice, unless such Release were caused by or arose in connection with Licensee's or its Agent's or Invitee's acts, omissions or negligence.

#### **16.3. Licensee's Hazardous Material Indemnification Obligations**

If Licensee breaches any obligations contained in this Section 16 (Hazardous Material), or if any act, omission or negligence by Licensee or its Agents or Invitees results in any contamination on or about the License Area or other City Property, or in a Hazardous Material Release from, on, about, in or beneath the License Areas or any other City Property, in whole or in part, or any Environmental Law violation, then Licensee, for itself and its successors and assigns, shall indemnify, defend and hold the City and any Indemnified City Parties harmless, from and against any and all Claims (including damages for decrease in value of the License Area or other City Property, the loss or restriction of the use of usable space in the License Area or other City Property and sums paid in settlement of Claims, attorneys' fees, consultants' fees, and experts' fees



and related costs) that arises during or after the Term related to or in connection with such Release or violation; provided, however, Licensee shall not be liable for any Claims to the extent such Release or violation was caused by the City's or Indemnified City Parties' sole gross negligence or willful misconduct. Licensee's indemnification obligation includes all costs incurred in connection with any activities required to Investigate and Remediate any Hazardous Material brought or Released onto the License Area or other City Property by Licensee or its Agents or Invitees and to restore the License Area or other City Property to its condition prior to such introduction or Release, or to correct any Environmental Law violation. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City and the other Indemnified City Parties from any Claim that actually or potentially falls within this indemnity provision even if the allegations supporting the Claim are or may be groundless, fraudulent or false, and which obligation arises at the time such Claim is tendered to Licensee by the Indemnified City Party and continues until the Claim is finally resolved. Without limiting the foregoing, if Licensee or any of its Agents or Invitees causes any Hazardous Material Release on, about, in or beneath the License Area or other City Property, then in any such event Licensee shall, immediately, at no expense to any Indemnified City Party, take any and all necessary actions to return the License Area and/or other City Property, as applicable, to the condition existing prior to such Hazardous Materials Release on the License Area or other City Property or otherwise abate the Release in accordance with all Environmental Laws, except to the extent such Release was caused by the City's or Indemnified City Parties' sole gross negligence or willful misconduct. Licensee shall afford the City a full opportunity to participate in any discussions with Regulatory Agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise or proceeding that involves Hazardous Material Release on or about the License Area.

## **17. INTERFERENCE**

### **17.1. Licensee's Obligations Not to Cause Inference**

Licensee will not install, maintain or operate any Equipment in a manner that interferes with or impairs other communication (radio, telephone, data and/or other transmission or reception) or computer equipment lawfully used by any persons or entities, which includes the City and its Agents and Invitees. Such interference will be a default under this Master License and any applicable Site License by Licensee, and upon notice from the City, Licensee shall promptly eliminate such interference at no cost to the City. Licensee will be required to use its best efforts to remedy and cure such interference without any impairment to any City operations. If Licensee does not promptly cure such default, the parties acknowledge that continued interference may cause irreparable injury to the City and, therefore, the City will have the right to bring an action against Licensee to, at the City's election, immediately enjoin such interference and/or to terminate all Site Licenses where the Equipment causes interference or impairment.

## **17.2. Interference Caused by a Change in City's Use**

If any change in any use on or about the License Area by the City during the Term results in measurable, material and adverse impairment to Licensee's normal and lawful operations, which makes it necessary for Licensee to alter the Equipment to mitigate the adverse effect, Licensee shall notify the City and provide evidence to substantiate the claimed impairment. After the City receives such notice, the City will have the right to make its own reasonable determination and, if it agrees with Licensee, the City will investigate whether it can reasonably and economically mitigate that interference. The City will provide notice to Licensee of the City's determination. If the City determines, in its sole discretion, that mitigation is reasonably and economically feasible, the City's notice will specify when the City will mitigate the adverse effect. The City's mitigation will effect a cure, and the City will not be liable to Licensee in any other way or be required to take any other measures with respect to the Equipment. If the City determines, in its sole discretion, that mitigation is not reasonably or economically feasible, Licensee may elect either to: (1) terminate the affected Site License and receive a ratable refund in the License Fee for those Site Licenses terminated after the first License Year; or (2) take steps itself at its own cost to mitigate the adverse effect and continue to operate the Equipment on the License Area, and receive from the City a written waiver from the obligation to pay the License Fee for the first six months in the next License Year under the affected Site License to offset the mitigation costs. Licensee agrees that the City's temporary and partial License Fee abatement or waiver under this Section 17.2 will be the only compensation due to Licensee for costs incurred or otherwise arising from the adverse effect as liquidated damages fully compensating Licensee for all Claims that may arise from or be related to the adverse effects. Under no circumstances will the City be required to alter its operations at the identified License Area or provide a replacement License Area to Licensee.

## **17.3. Interference Caused by City Access**

Licensee acknowledges and agrees that it will not be entitled to any License Fee abatement if the City exercises its rights to access, remove and/or store Equipment under Section 12 (Public Works' Operations) unless the City's activities cause Licensee to be unable to operate Equipment on the License Area for its Permitted Use for a period of more than ten (10) days; in which case, subject to proof, License Fees will be abated ratably for the entire period that Licensee is unable to operate any Equipment on any affected License Area.

## **18. DEFAULT**

### **18.1. Defaults and Cure Periods**

The parties agree that any failure to perform or observe any term, condition, obligation or other provision in this Master License or any Site License shall be a default. For any monetary default, the defaulting party shall have 15 days after written notice from the non-defaulting party to perfect a cure. The defaulting party shall not be entitled to any

additional time to cure a monetary default. For any non-monetary default, the defaulting party shall have 30 days after written notice from the non-defaulting party to perfect a cure; provided, however, that for any non-monetary default that cannot reasonably be cured within 30 days, the defaulting party shall have additional time as is reasonably necessary to perfect the cure if the defaulting party commences to cure the default within the first 30 days after notice and diligently pursues the cure to completion.

## **18.2. Licensee's Remedies**

Except as may be otherwise provided elsewhere in this Master License, Licensee's sole remedies for the City's uncured default will be (1) to terminate the Site License(s) affected by the uncured default on 30 days prior written notice; and (2) an action for damages subject to the provisions in Section 15 (Limitations on Liability).

## **18.3. City's Remedies**

In addition to all other legal and equitable rights and remedies available to the City, the City will have the following remedies after an uncured default by Licensee:

### **18.3.1. License Continuation**

Without prejudice to its right to other remedies, the City may continue this Master License and any applicable Site Licenses then in effect, with the right to enforce all its rights and remedies, which includes without limitation the right to receive all License Fees, Additional Fees, Default Fees and other sums as they may become due.

### **18.3.2. Master License Termination**

If the City determines, in its sole judgement, that Licensee's default materially impairs the City's ability to perform its municipal functions or threatens public health, safety or welfare, then the City may terminate this Master License on 30-days prior written notice to Licensee.

### **18.3.3. Site License Termination**

If Licensee's default affects one or more Site Licenses and remains uncured beyond all applicable cure periods, the City may terminate such Site Licenses on 30-days prior written notice to Licensee.

### **18.3.4. Default Fees**

In addition to all other rights and remedies available to the City, the City may require Licensee to pay an additional fee to offset the City's administrative cost to enforce compliance with this Master License or any Site License as more particularly described on **Schedule 2** (each a "**Default Fee**"). Licensee shall pay the Default Fee within 15 days after a written demand from the City. If Licensee fails to timely pay the Default Fee

or cure the underlying default within the applicable cure period, the City shall have the right (but not the obligation) to send Licensee a follow-up notice and demand for an additional Default Fee that will be due and payable within 15 days. Licensee's obligation to pay Default Fees is separate and distinct from the underlying default. Default Fee payments shall not be deemed to cure the underlying default.

#### **18.4. Cumulative Remedies**

Except as otherwise provided in this Master License, all rights and remedies available to the City or Licensee are cumulative, and not a substitute for, any rights or remedies otherwise available to the City or Licensee.

### **19. TERMINATION**

#### **19.1. Master License Termination by Licensee**

Except as otherwise provided in this Master License, Licensee may not terminate this Master License during the initial 10-year Term. After the initial 10-year Term, Licensee may, in Licensee's sole discretion, terminate this Master License on one (1) year's prior written notice to the City. To avoid any doubts, Licensee may not terminate this Master License within the initial 10-year Term for any reason other than cause as provided in this Master License.

#### **19.2. Site License Termination by Licensee**

Except as otherwise provided in this Master License, Licensee may not terminate any Site License within the first License Year. At any time after the first License Year, Licensee may, in Licensee's sole discretion and for any or no reason, terminate any Site License on 90 days' prior written notice to the City.

#### **19.3. City's Termination Rights**

The City has the right to terminate any or all Site Licenses on 90 days' prior written notice to Licensee when the City determines, in the City's reasonable discretion, that Licensee's operations on or about the License Area adversely affects or threatens public health and safety, materially interferes with the City's municipal functions or requires the City to maintain Vertical Infrastructure that the City no longer needs for its own purposes. In the event that the City terminates any Site License for reasons unrelated to Licensee's failure to perform its obligations under this Master License, the City shall refund any pre-paid Licensee Fee on a pro-rata basis. In addition, the City shall prioritize Licensee's Site License Application for any Site License to replace the terminated Site License; provided, however, that (1) the City shall prioritize only as many Site License Applications as Site Licenses terminated by the City and (2) the City's prioritization will not affect Licensee's obligations under this Master License.

## **20. ASSIGNMENT AND OTHER TRANSFERS**

### **20.1. General Restriction on Assignment and Other Transfers**

Except as specifically provided in Section 20.3 (Permitted Assignments), Licensee shall not directly or indirectly assign or transfer its interests or rights, whether in whole or in part, in connection with this Master License, any Site License or the License Area without the City's prior written consent, which the City may withhold or condition in its sole and absolute discretion for any or no reason. In addition, Licensee shall not mortgage or grant a security interest (including any liens) in this Agreement, Site License, and Vertical Facility, and Licensee shall not create, permit, or suffer any other encumbrances affecting any portion of the License Area.

### **20.2. General Assignment and Other Transfer Procedures**

#### **20.2.1. Proposed Assignment Notice**

In the event that Licensee desires to assign or otherwise transfer any right, title or interest in this Master License or any Site License, whether in whole or in part, and such assignment or other transfer is not a Permitted Assignment, Licensee shall first send written notice to the City (the "**Proposed Assignment Notice**"), which states in detail the proposed terms and conditions for the proposed assignment or other transfer and complete information that the City reasonably requires to fully evaluate Licensee's request and render an informed decision, which includes without limitation financial statements, business track records, references and other information about the proposed assignee or transferee (the "**Proposed Assignee**"). In the event that Licensee does not provide all the such information simultaneously with the Proposed Assignment Notice, the Proposed Assignment Notice shall not be deemed effective until Licensee delivers all such information as the City may reasonably require.

#### **20.2.2. City's Response to Proposed Assignment Notice**

The City shall approve or disapprove any request for consent to an assignment or other transfer within 30 days after the City receives a complete Proposed Assignment Notice (the "**Assignment Response Period**"). If the City fails to respond within the Assignment Response Period, the request for consent will be deemed disapproved. If the City delivers to Licensee written consent to the proposed assignment or other transfer, then Licensee shall have 100 days from such written consent to complete the assignment or other transfer. The City's consent will be deemed to be automatically revoked if Licensee fails to complete the proposed assignment or other transfer within said 100-day period; provided, however, that the 100-day period may be extended to a date certain in a written agreement, which the City shall not unreasonably refuse if the extension is necessitated by circumstances outside Licensee's control.

### **20.3. Permitted Assignments**

### **20.3.1. General Authorization**

The City agrees that Licensee will be permitted to assign or otherwise transfer this Master License and any Site License(s) issued under it without the City's prior consent but with notice to the City as provided below, to: (1) an Affiliate; (2) an entity that acquires all or substantially all Licensee's assets in the market in which the License Area is located (as the "market area" is or may be defined by the FCC); (3) an entity that acquires a controlling interest Licensee by a change in stock ownership or partnership interest; or (4) an entity Controlled by Licensee (each such assignment or transfer, a "Permitted Assignment").

### **20.3.2. Conditions on Permitted Assignments**

All Permitted Assignments will be subject to all the following conditions: (1) the Proposed Assignee may use the License Area only for the Permitted Use and holds all Regulatory Approvals necessary to lawfully install, operate and maintain Equipment on the License Area; (2) Licensee provides the City with notice 30 days' written before the Permitted Assignment becomes effective, and such notice shall state the contact information for the Proposed Assignee and provide financial information establishing that the Proposed Assignee meets the capital and fiscal qualifications necessary to perform Licensee's obligations under this Master License and any Site License; (3) Licensee is in good standing under this Master License.

### **20.4. Effect of Assignment or Other Transfer**

No assignment or other transfer by Licensee, consent to assignment by the City, or Permitted Assignment under Section 20.3 (Permitted Assignments) will relieve Licensee from any obligation on its part under this Master License or any Site License. Any assignment or other transfer that is not in compliance with this Master License will be void and be a material default by Licensee without a requirement for notice and a right to cure. The City's acceptance of any License Fee, Additional Fee, or other payments from a Proposed Assignee will not be deemed to be the City's consent to such assignment or other transfer, recognition of any assignee or transferee or waiver of any failure of Licensee or other transferor to comply with this Section 20 (Assignments and Other Transfers).

### **20.5. Assumption by Assignee or Transferee**

Each Proposed Assignee shall assume all Licensee's obligations under this Master License and each assigned Site License and will be, and will remain, jointly and severally liable with Licensee for all obligations to be performed by Licensee. No assignment or other transfer will be binding on the City unless Licensee or the Proposed Assignee delivers to the City evidence satisfactory to the City that the Proposed Assignee has obtained all Regulatory Approvals required to operate as a wireless communications service provider on the assigned License Area, a copy of the assignment or other transfer agreement (or other document reasonably satisfactory to

the City in the event of a Permitted Assignment under Section 20.3 (Permitted Assignments) and an instrument in recordable form that contains a covenant of assumption by such Proposed Assignee satisfactory in substance and form to the City, consistent with the requirements in this Section 20 (Assignment and Other Transfers). However, the failure or refusal by a Proposed Assignee to execute such instrument will not release such Proposed Assignee from its liability as set forth in this Section. Except for a Permitted Assignment as provided in Section 20.3 (Permitted Assignments), Licensee shall reimburse the City on demand for any reasonable costs that the City incurs in connection with any proposed assignment, which includes the costs to investigate the acceptability of the Proposed Assignee and legal costs incurred in connection with considering any requested consent. The City agrees that its right to reimbursement under this Section will be limited to **Two Thousand Dollars and 00/100 Dollars (\$2,000.00)** for each request.

## **21. LICENSEE'S CUSTOMERS AND COLLOCATORS**

Licensee may provide capacity to Licensee's customers using, or permit such customers to use, the Equipment installed by Licensee without the City's consent required in this Section; provided, however, that: (1) Licensee remains solely responsible for such Equipment and (2) such use by Licensee or Licensee's customers does not involve any physical changes to the Equipment other than changes permitted under Section 6.5 (Future Modifications to Equipment Shown on the Approved Plans). In any other case, Licensee may provide capacity to Licensee's customers using, or permit such customers to use, the Equipment installed by Licensee upon prior written notice to the City that: (a) identifies the customer who will be using the Equipment and the location(s) where such use will occur; and (b) includes the appropriate annual fee for the additional carrier as specified in **Schedule 1**, prorated to account for any partial year. Thereafter, Licensee shall pay the additional carrier fee each year in the same manner as the License Fee so long as the additional carrier continues to use the Equipment. Notwithstanding anything in this Master License to the contrary, Licensee shall not be required to pay any additional fee to allow Licensee's customers to use wireline Equipment for data transport, backhaul or similar services.

## **22. DAMAGE OR DESTRUCTION OF LICENSE AREA**

### **22.1. City's Rights after Damage or Destruction**

#### **22.1.1. City's Election to Repair or Replace Vertical Infrastructure**

Within 30 days after the date on which the City discovers damage or destruction on or about any Vertical Infrastructure, the City will give Licensee notice of the City's decision as to whether to repair or replace the damaged Vertical Infrastructure and its good faith estimate as to the time the City will need to complete the work. If the City cannot complete the work within 30 days after the date that the City specifies in its notice, or if the City elects not to do the work, then Licensee will have the right to terminate the affected Site License(s) on 30 days' notice to the City.

### **22.1.2. City's Election to Remove Vertical Infrastructure**

If the City elects to remove, rather than repair or replace, any damaged Vertical Infrastructure licensed to Licensee, then the applicable Site License will automatically terminate on the last day of the month in which the removal occurs.

### **22.1.3. City's Election to Remove Equipment**

If the acts by third parties or other *force majeure* circumstance outside the Licensee's or its Agent's or Invitee's control destroys or damages any Vertical Infrastructure, License Area or other City Property to such an extent that, in the City's reasonable determination, the Equipment on the Vertical Infrastructure, License Area or other City Property cannot be operated, the City may decide to terminate affected Site License on 30 days' notice to Licensee and require Licensee to remove the Equipment from the damaged Vertical Infrastructure before the termination date specified in the City's notice.

## **22.2. Licensee's Rights after Termination**

After the City terminates a Site License pursuant to Section 22.1 (City's Rights After Damage or Destruction), the City will: (1) refund any pre-paid License Fee in connection with the terminated Site License on a pro-rata basis determined by the number of months left in the current License Year at the time such termination occurs, unless the termination occurs in the first 12 months after the Commencement Date; and (2) prioritize Licensee's Site License Application for one replacement Site License for each such license terminated by the City.

## **22.3. Licensee's Statutory Waiver**

The parties understand, acknowledge and agree that this Master License fully governs their rights and obligations in the event that any licensed Vertical Infrastructure becomes damaged or destroyed, and, to the extent applicable, the City and Licensee each hereby waives and releases the provisions in California Civil Code Sections 1932(2) and 1933(4) or any similar Laws.

## **23. CONDEMNATION**

### **23.1. Permanent Takings**

In the event that any person or entity with the power to condemn permanently takes any License Area, in whole or in part, or in the event that the City transfers any License Area in whole or in part to such entity in lieu of eminent domain, the following provisions will apply:



### **23.1.1. Termination Rights after Condemnation**

Any affected Site License will automatically terminate as to the part taken or transferred on the date the permanent taking or transfer occurs. At the same time, the License Fee under the affected Site License will be ratably reduced to account for the reduction in License Area.

### **23.1.2. Award**

The City will be entitled to any award paid or made in connection with the taking or any sums paid in lieu of such taking. Licensee will have no Claim against the City for the value of any unexpired Term under either this Master License, any Site License or otherwise except that Licensee may claim any portion of the award that is specifically allocable to Licensee's loss or damage to Licensee's Equipment.

### **23.1.3. No Statutory Right to Terminate**

The parties understand, acknowledge and agree that this Section 23.1 (Permanent Takings) is intended to fully govern the parties' rights and obligations with respect to a permanent taking for which just compensation is due. Licensee and the City each hereby waives and releases any right to terminate this Master License in whole or in part under California Code of Civil Procedure Sections 1265.120 and 1265.130, as both may be amended or superseded, and under any similar Laws to the extent applicable to this Master License and any Site License(s).

## **23.2. Temporary Takings**

Any taking that affects any License Area, in whole or in part, for less than 90 days will have no effect on the affected Site License, except that Licensee will be entitled to a pro-rata abatement in the applicable License Fee to the extent that such temporary taking materially impairs Licensee's ability to use the License Area for more than 10 days.

## **24. RECORDS**

### **24.1. General Record Maintenance and Inspection**

Licensee shall maintain throughout the Term (and for at least four years after this Master License expires or terminates) the following records in physical format at Licensee's physical office within the State of California and in an electronic format: (i) site identification information and physical location (*e.g.*, a physical address and/or GPS coordinates) for all Vertical Infrastructure under active Site Licenses between the City and Licensee; (ii) a ledger or other similar document that contains the amount and payment date for all License Fees paid to the City pursuant to this Master License and any Site Licenses; (iii) true and correct copies of all Approved Plans and Regulatory Approvals issued in connection with the Equipment on Vertical Infrastructure; (iv) copies

of all insurance policies, endorsements and other related documents required to be obtained and maintained under Section 14 (Insurance); and (v) all correspondence with the City in connection with any matter covered under this Master License and any Site License. To determine whether Licensee has fully and accurately paid all License Fees and other sums payable to the City under this Master License and any Site License, and to determine whether Licensee has complied with its other obligations, the City, or its designee, will have the right to inspect and audit Licensee's records at Licensee's office in the State of California during regular business hours on 10 days' notice to Licensee. In the event that any inspection or audit concludes that Licensee failed to pay License Fees and other sums by more than five percent (5%), Licensee shall, within 15 days after a written demand from the City, pay all outstanding sums and reimburse the City for the City's reasonable, actual and documented costs and expenses to conduct the investigation or audit.

#### **24.2. Equipment Inspections and Audits**

The City has the right (but not the obligation) to inspect Licensee's License Area and the Equipment to evaluate Licensee's compliance with this Master License, any Site License and all applicable Laws. In the event that any such inspection or evaluation concludes that Licensee installed Equipment without proper authorization or that five percent (5%) or more sites were not installed in compliance with the Approved Plans or all applicable Laws, Licensee shall, within 15 days after a written demand from the City, reimburse the City for the City's reasonable, actual and documented costs and expenses to conduct the investigation or evaluation.

#### **24.3. Estoppels**

Licensee, at any time throughout the Term and on not less than 30 days' written notice from the City, shall execute, acknowledge and deliver to the City or its designee, an estoppel certificate with the following statements: (i) that Licensee has accepted the License Area (or, if Licensee has not done so, that Licensee has not accepted the License Area in whole or in part and specifying the applicable License Areas and reasons for non-acceptance); (ii) the Commencement Dates for any Site Licenses then in effect; (iii) the Effective Date and Expiration Date under this Master License; (iv) that this Master License and any Site Licenses are unmodified and in full force and effect or, if modified, the manner in which they are modified; (v) whether any defenses currently exist against any action to enforce Licensee's obligations under this Master License (and, if so, specifying the same); (vi) whether Licensee believes that the City failed to perform any obligations under this Master License or any Site License (and, if so, specifying any obligations that Licensee believes that the City has failed to meet); (vii) the dates, if any, on which the License Fees and Additional Fees have been paid; and (viii) any other information that may be reasonably required by any such persons.

### **25. RULES AND REGULATIONS**

At all times throughout the Term, Licensee shall fully and faithfully comply with any and all reasonable rules, regulations and instructions that the City may from time-to-time establish and/or amend with respect to the License Area.

## **26. SURRENDER OF LICENSE AREA**

### **26.1. Licensee's Removal and Restoration Obligations**

No later than 30 days after this Master License or any Site License expires or terminates, Licensee shall (1) peaceably remove its Equipment from the License Areas affected by the expiration or termination; (2) restore any such License Areas and other City Property affected by the removal to the condition that existed immediately before Licensee installed its Equipment, reasonable wear and tear excepted; and (3) surrender such License Area to the City free and clear from any debris, hazards, liens and encumbrances. The obligations under this Section 26.1 will survive this Master License's or any Site License's expiration or termination.

### **26.2. Abandonment**

At its option, the City may deem any Equipment to be abandoned that remains on any Vertical Infrastructure, License Area or other City Property for more than 30 days after this Master License or any Site License expires or terminates. In any case, the City may dispose of abandoned Equipment in any lawful manner. Licensee agrees that California Civil Code Sections 1980 *et seq.* and similar Laws addressing abandoned property by residential or commercial tenants do not apply to any abandoned Equipment.

### **26.3. Hold Over**

If Licensee fails to surrender the License Area as required in this Master License, and the City consents to Licensee's holdover, the Term will be automatically extended for one (1) year on the same terms and conditions except that the License Fee shall automatically increase by one hundred fifty percent (150%) over the then-current License Fee. Any holdover without the City's consent will be a default by Licensee and will entitle the City to exercise any or all rights and remedies.

## **27. SURETY BOND**

### **27.1. Surety Bond Amount**

Prior to any work performed by Licensee pursuant to this Master License or any Site License, Licensee shall furnish the City with a surety bond in the amount equal to **Seventy-Five Thousand and 00/100 Dollars (\$75,000.00)** (the "**Surety Bond**") as security to provide recourse for the City (at its option) in the event that Licensee defaults on any obligations under this Master License or any Site License. Such bond shall be with a company and in a form and amount reasonably satisfactory to the City Manager and the City Attorney.

**27.2. Bond Amount Replenishment**

In the event that the City applies or uses the Surety Bond, in whole or in part, to cure any default by Licensee under this Master License or any Site License, Licensee shall replenish the Surety Bond in the amount and on the date specified in a written notice to Licensee. The City may, in the City's reasonable judgment, require Licensee to increase the Surety Bond amount from time-to-time when the City determines that Licensee's past acts or omissions in connection with the License Area warrants additional security.

**27.3. Bond Application**

Licensee agrees that the City may use the Surety Bond, in whole or in part, to remedy any damage to the License Area caused by Licensee, its Agents or Invitees or any failure by Licensee to perform any term, covenant or condition in this Master License or any Site License (which includes, without limitation, any failure to pay any License Fee or other sums due under this Master License or any Site License either before or after any default). In the event that the City uses the Surety Bond in whole or in part, the City will not be deemed to have waived any rights under this Master License, or legal or equitable rights whatsoever. Licensee expressly waives any rights it may have under California Civil Code Section 1950.7 or any similar Laws and agrees that the City may retain from the Surety Bond any portion reasonably necessary to compensate the City for any foreseeable or unforeseeable loss or damage caused by Licensee's, its Agents' or Invitee's acts or omissions.

**28. MISCELLANEOUS PROVISIONS**

**28.1. Notices**

Except as may be specifically provided otherwise in this Master License, all notices, demands or other correspondence required to be given in connection with or pursuant to this Master License must be written and delivered through (i) an established national courier service that maintains delivery records and confirmations; (ii) hand delivery; or (iii) certified or registered U.S. Mail with prepaid postage and return receipt requested, and addressed as follows:

**TO CITY:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone:

Facsimile:

Email:

with copies to:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone:

Facsimile:

Email:

\_\_\_\_\_

\_\_\_\_\_

Telephone:

Facsimile:

Email:

**TO LICENSEE:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone:

Facsimile:

Email:

with copies to:

\_\_\_\_\_

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Telephone:

Facsimile:

Email:

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\_\_\_\_\_

Telephone:

Facsimile:

Email:

All notices, demands or other correspondence in connection with this Master License will be deemed to have been delivered: (a) two days after deposit if delivered by U.S. certified mail; (b) the date delivery is made by personal delivery or overnight delivery; or (d) the date an attempt to make delivery fails if a party changes its address without proper notice or refuses to accept delivery after an attempt. Telephone, facsimile and email information are provided for convenience and for couriers who may require such information, and any notice given solely through electronic means will not be deemed to be effective notice. Any copies required to be given constitute an administrative step for

the parties' convenience and not actual notice. The parties may change the notice addresses above from time-to-time through written notice to the addresses above or the then-current notice address.

## **28.2. Waivers**

No failure by either the City or Licensee to insist that the other strictly perform any obligation, term, covenant or condition under this Master License or to exercise any rights, powers or remedies in connection with the other party's failure to strictly perform such obligation, term, covenant or condition no matter how long the failure to insist on such performance or exercise such rights, powers or remedies, will be deemed to waive any default for non-performance. No behaviors, patterns or customs that may arise between the parties with respect to their performance required under this Master License will be deemed to waive any rights, powers or remedies the parties' may have to insist on strict performance. Neither Licensee's payment nor the City's or its Agents acceptance of any License Fees, Additional Fees or any other sums due to the City or its Agents under this Master License during any such default will be deemed to cure any such default, waive the City's right to demand material compliance with such obligation, term, covenant or condition or be deemed to be an accord and satisfaction for any Claim the City may have for further or additional sums. Any express waiver by either the City or Licensee in connection with any default or obligation to perform any provision, term, covenant or condition under this Master License will: (i) be limited to the specific default or performance for which the express waiver is granted; (ii) not be deemed to be a continuing waiver; and (iii) not affect any other default or performance no matter how similar or contemporaneous such other default or performance may be. The City's or Licensee's consent given in any specific instance in connection with or pursuant to this Master License will not relieve the City or Licensee from the obligation to secure the other's consent in any other or future specific instances, no matter how similar or contemporaneous the request for consent may be.

## **28.3. Integration; Amendments**

This Master License constitutes the entire agreement and understanding between the parties, and supersedes any and all prior agreements and understandings, whether written or oral, with respect to the subject matter covered in this Master License. This Master License and any Site Licenses (and any default in connection with this Master License or any Site Licenses) may not be orally changed, waived, discharged, altered, modified, amended or terminated. This Master License and any Site Licenses (and any default in connection with this Master License or any Site Licenses) may not be changed, waived, discharged, altered, modified, amended or terminated, except by a written instrument signed by both parties.

## **28.4. Interpretation**

The parties acknowledge and agree that the following interpretive rules will be applicable to this Master License and any Site License:

#### **28.4.1. General**

Whenever required by the context, the singular includes the plural and vice versa; the masculine gender includes the feminine or neuter genders and vice versa; and defined terms encompass all their correlated forms (*e.g.*, the definition for “indemnify” applies to “indemnity,” “indemnification,” etc.).

#### **28.4.2. Joint and Several Liability**

In the event that the City consents to enter this Master License with more than one Licensee, which consent the City may withhold or condition in the City’s sole and absolute discretion, the obligations and liabilities imposed on Licensee under this Master License will be joint and several among the multiple Licensees to this Master License.

#### **28.4.3. Captions and Other Reference Material**

The section captions in this Master License and the table of contents have been included for the parties’ convenience and reference and neither the captions nor the table of contents in no way define or limit the scope or intent of any provision in this Master License.

#### **28.4.4. Time**

References in this Master License to “days” mean calendar days, unless specifically provided otherwise. A “business day” means a day other than a Saturday, Sunday or a bank or City holiday. If the last day in any period to give notice, reply to a notice or to undertake any other action occurs on a day that is not a business day, then the last day for giving notice, replying to the notice or undertaking any other action will be the next business day. Except as modified in this Section, time is of the essence with respect to all provisions in this Master License for which a definite time for performance is specified.

#### **28.4.5. Inclusive Words and/or Phrases**

Inclusive terms and/or phrases, which includes without limitation the terms and/or phrases “including,” “such as” or similar words or phrases that follow any general or specific term, phrase, statement or matter may not be construed to limit the term, phrase, statement or matter to the stated terms, statements or matters, or the listed items that follow the inclusive term or phrase, whether any non-limitation language or disclaimers, such as “including, but not limited to” and/or “including without limitation” are used or not. Rather, the stated term, phrase, statement or matter will be interpreted to refer to all other items or matters that could reasonably fall within such term, phrase, statement or matter given its broadest interpretation.

## **28.5. Successors and Assigns**

Except as may be expressly provided in this Master License, the conditions, covenants, promises and terms contained in this Master License will bind and inure to the benefit of the City and Licensee and their respective successors and assigns.

## **28.6. Brokers**

The parties represent to each other that neither has had any contact, dealings or communications with any Broker in connection with this Master License, whose commission, if any, would be paid pursuant to a separate written agreement between such Broker and such party with which such Broker contracted. In the event that any Broker perfects any claim or finder's fee based upon any such contact, dealings or communications, the party to such written contract with such Broker shall indemnify the other party from all Claims brought by such Broker. This Section 28.6 will survive this Master License's expiration or earlier termination.

## **28.7. Governing Law; Venue**

This Master License must be construed and enforced in accordance with the laws of the State of California, without regard to the principles of conflicts of law. This Master License is made, entered and will be performed in the City of Solana Beach, County of San Diego, State of California. Any action concerning this Master License must be brought and heard in the California Superior Court for the County of San Diego.

## **28.8. Litigation Fees and Costs**

In the event the City or Licensee prevails in an action to enforce its rights under this Master License or individual Site License, the prevailing shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

## **28.9. Recording**

Licensee acknowledges and agrees that: (1) this Master License and any Site License affects the City's personal property and therefore cannot be recorded in any official records; (2) Licensee shall not have the right to record this Master License, any Site License, any memorandum or any short-form agreement in relation to this Master License or any Site License; and (3) Licensee shall, at Licensee's sole cost and expense, remove any document or other instrument recorded against the City's title to any City Property promptly upon the City's request or demand. In the event that this Master License or any Site License affects or is deemed to affect any real property owned by the City, Licensee may not record any document or instrument in connection with this Master License or any Site License without the City's prior written consent, which the City may withhold in the City's sole and absolute discretion.



## **28.10 No Third-Party Beneficiaries**

Neither this Master License nor any Site License is intended to (and shall not be construed to) give any third party, which includes without limitation Licensee's customers or any other third-party beneficiaries, any right, title or interest in this Master License, any Site License or the real or personal property(ies) that may be affected by the same, unless such third parties are specifically and explicitly identified by their legal name in this Master License.

## **28.11 Non-Discrimination**

Licensee 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, marital status, or sexual orientation. Licensee 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, 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.

## **28.11. Survival**

All terms, provisions, covenants, conditions and obligations in this Master License any Site License will survive this Master License's or the subject Site License's expiration or termination when, by their sense or context, such provisions, covenants, conditions or obligations: (1) cannot be observed or performed until this Master License's or any Site License's expiration or earlier termination; (2) expressly so survive; or (3) reasonably should survive this Master License's or any Site License's expiration or earlier termination. Notwithstanding any other provision in this Master License or any Site License, the parties rights to enforce any and all Indemnities, representations and warranties given or made to the other party under this Master License, any Site License or any provision in this Master License or any Site License will not be affected by this Master License or any Site License expiration or termination.

## **28.12. Severability**

If any provision in this Master License, any Site License or such provision's application to any person, entity or circumstances is or held by any court with competent jurisdiction to be invalid or unenforceable: (1) such provision or its application to such person, entity or circumstance will be deemed severed from this Master License or any Site License; (2) all other provisions in this Master License, any Site License or their application to any person, entity or circumstance will not be affected; and (3) all other provisions in

this Master License, any Site License or their application to any person, entity or circumstance will be valid and enforceable to the fullest extent permitted by Law, except to the extent that such enforcement would (a) be manifestly unreasonable or manifestly inequitable under all the circumstances or (b) undermine one or both parties' fundamental purpose in entering this Master License.

**[END OF MASTER LICENSE – SIGNATURE PAGE APPEARS ON NEXT PAGE]**

DRAFT

**IN WITNESS WHEREOF**, the City and Licensee executed this Master License on the Effective Date:

**THE CITY:**

City of Solana Beach,  
a California municipal corporation

By: \_\_\_\_\_

Its: City Manager

Date: \_\_\_\_\_

**LICENSEE:**

[insert full licensee name],  
a [insert licensee's corporate form]

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Johanna N. Canlas  
City Attorney

Date: \_\_\_\_\_

**APPROVED BY CITY COUNCIL  
RESOLUTION NO. [insert]**

**ATTEST:**

By: \_\_\_\_\_

Angela Ivey  
City Clerk

Date: \_\_\_\_\_

**[END OF SIGNATURE PAGE – EXHIBITS & SCHEDULES BEGIN ON NEXT PAGE]**

**EXHIBIT A**

**FORM OF SITE LICENSE AGREEMENT**

(appears behind this coversheet – \_ pages)

**SITE LICENSE NO. [INSERT NUMBER IN CONSECUTIVE ORDER]**

Pursuant to that certain Master License between the City of Solana Beach, a California municipal corporation (the “City”) and [insert full licensee name], a [insert licensee corporate form] (“Licensee”), Licensee submits to the City two partially executed counterparts of this Site License, together with all the materials listed below, as its Site License Application in accordance with Section 6 under the Master License:

1. **Exhibit A-1**, which contains a summarized list that identifies all Vertical Infrastructure covered under this Site License Application;
2. **Exhibit A-2**, which contains detailed construction plans for the proposed installation(s) and an inventory for all proposed Equipment to be installed on the Vertical Infrastructure covered under the Site License Application;
3. a true and correct copy of **Schedule 1** attached to this Master License
4. a License Fee equal to [*\$ per site multiplied by number of sites*];
5. all other information and materials required for a complete application for all Regulatory Approvals issued by the City’s departments, which the City may update from time-to-time in accordance with applicable Laws; and
6. if the City elects to augment its staff as provided in this Master License, a deposit for the City’s estimated costs.

Licensee acknowledges that: (1) this Site License will not be effective until the City returns a fully executed copy to Licensee; and (2) Licensee will not have the right to access or install Equipment on the License Area until after Licensee has: (a) submitted a complete Acknowledgment Letter to the City with all information and funds required; (b) submitted insurance information to the City as specified in **Exhibit B** to the Master License; and (c) the City has provided notice to proceed by returning to Licensee a countersigned copy of the Acknowledgment Letter.

This Site License is executed and effective on the last date written below and, upon full execution will be the City’s authorization for the City to begin its review of the locations and plans and specifications proposed in this Site License Application.

**[END OF SITE LICENSE – SIGNATURES APPEAR ON NEXT PAGE]**

**THE CITY:**

City of Solana Beach,  
a California municipal corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSEE:**

*[insert licensee name],*  
a *[insert licensee's corporate form]*

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A-1**

**VERTICAL INFRASTRUCTURE LOCATIONS / LICENSE AREA**

**Site License No. \_\_\_\_**

[Licensee to list all proposed Vertical Infrastructure requested in this Site License Application]

**EXHIBIT A-2**

**LICENSEE'S PLANS AND SPECIFICATIONS**

**Site License No. \_\_\_\_**

[Licensee to attach all plans and specifications for all Equipment proposed to be installed at all proposed Vertical Infrastructure]



EXHIBIT A-3

FORM OF ACKNOWLEDGMENT LETTER

*[Licensee to complete and submit after Regulatory Approvals obtained]*

*[insert date]*

*[insert addressee information]*

**RE: Site License No. \_\_\_\_**

Dear City Manager:

This letter will confirm the following: (1) that Licensee has obtained all the Regulatory Approvals required for the Permitted Use under this Site License, and (2) the Commencement Date of this Site License is *[insert date]*, which is the first day of the month after Licensee obtained all Regulatory Approvals.

This letter also confirms that Licensee has submitted all required insurance information to the City. A check for the full License Fee for the first License Year of this Site License is attached.

Please acknowledge the City's receipt of this letter and the items listed below, and issue the City's approval for Licensee to begin installation of Equipment on the License Area by signing and returning a copy of this letter.

Sincerely,

\_\_\_\_\_  
*[insert name]*

*[insert title]*

Enc.

- copies of all permits issued by the City's departments
- Insurance certificates
- Contractor's bonds and insurance certificates
- First License Year's License Fee
- Surety Bond

SITE LICENSE NO. \_\_\_\_ APPROVED:

By:

\_\_\_\_\_  
*[name]*

City Manager

Date: \_\_\_\_\_

**EXHIBIT B**

**LICENSEE'S INSURANCE OBLIGATIONS**

*[reserved for jurisdiction-specific requirements]*

**SCHEDULE 1**

**LICENSE FEE SCHEDULE**

Site License No. \_\_\_\_

<b>LICENSE FEE SCHEDULE</b>			
<b>annual License Fee per licensed Vertical Infrastructure</b>	<b>1 Carrier</b>	<b>2 Carriers</b>	<b>3 Carriers</b>
2017	\$1,500.00	\$2,000.00	\$2,500.00
2018	\$1,560.00	\$2,080.00	\$2,600.00
2019	\$1,622.40	\$2,163.20	\$2,704.00
2020	\$1,687.30	\$2,249.73	\$2,812.16
2021	\$1,634.47	\$2,339.72	\$2,924.65
2022	\$1,754.78	\$2,433.31	\$3,041.63
2023	\$1,824.98	\$2,530.64	\$3,163.30
2024	\$1,897.98	\$2,631.86	\$3,289.83
2025	\$1,973.89	\$2,737.14	\$3,421.42
2026	\$2,052.85	\$2,846.62	\$3,558.28
2027	\$2,134.97	\$2,960.49	\$3,700.61

**SCHEDULE 2**

<b>DEFAULT FEE SCHEDULE</b>		
<b>VIOLATION</b>	<b>INITIAL NOTICE</b>	<b>EACH FOLLOW-UP NOTICE</b>
unauthorized installations	\$1,000	\$1,500
failure to make required repairs	\$300	\$350
access violations	\$300	\$350
insurance violations	\$300	\$350



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** September 12, 2017  
**ORIGINATING DEPT:** Finance  
**SUBJECT:** **Consideration of Resolution No. 2017-106 Approving Year-End Budget Adjustments for Fiscal Year 2016/17**

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## **BACKGROUND:**

The City of Solana Beach (City) expects to have its Comprehensive Annual Financial Report (CAFR) completed by mid-December. In the interim, Staff is presenting financial information for the General Fund for Fiscal Year (FY) 2016/17.

This item is before the City Council to file and accept the General Fund Update for FY 2016/17 and to consider adoption of Resolution 2017-106 revising appropriations in the FY 2016/17 Budget.

## **DISCUSSION:**

Staff is presenting unaudited General Fund revenue and expenditure financial information for FY 2016/17. The following discussion is intended to highlight the areas of the budget – both revenues and expenditures – where the largest impacts were realized. If there are specific questions regarding any areas of the budget that City Council Members have, Staff will be prepared to address them.

## **Revenues**

Revenues (unaudited) for the General Fund are summarized in Table 1 and are provided in detail in Attachment 2.

CITY	COUNCIL	ACTION:

**TABLE 1  
 GENERAL FUND REVENUES**

	ADOPTED	AMENDED	ACTUAL	VARIANCE WITH AMENDED BUDGET	
				\$	%
Taxes and Fees Revenues	12,954,100	13,272,600	13,265,261	(7,339)	0%
Licenses and Permits	421,400	526,400	529,349	2,949	1%
Fines and Penalties	463,800	463,800	495,885	32,085	7%
Investments and Rentals	126,000	179,000	178,756	(244)	0%
Intergovernmental Revenues	1,718,100	1,775,100	1,771,831	(3,269)	0%
Service Charges	630,000	780,000	942,890	162,890	21%
Other Revenues	199,100	199,100	260,197	61,097	31%
<b>TOTAL GENERAL FUND</b>	<b>16,512,500</b>	<b>17,196,000</b>	<b>17,444,170</b>	<b>248,170</b>	<b>1%</b>

Overall, the City is projected to receive \$17,444,170 in General Fund revenues for FY 2016/17 which is \$931,670 more than the projected revenue budget of \$16,512,500 as adopted in June 2016. After budget amendments, which increased projected revenues to \$17,196,000, the City still received \$248,170, or 1%, more than the budgeted amount.

The following represents the revenue highlights of the FY 2016/17 Budget:

- **Property Tax:** Property Tax revenue was \$7,009,206 for FY 2016/17 which was \$39,206, or 1%, more than the amended budget.
- **Sales Tax:** At the time this Staff Report was prepared, the City still needed to receive the State of California's final sales tax report for the quarter ended June 30, 2017. The City's sales tax consultant, Hinderliter, de Llamas & Associates (HdL) projects the City's sales tax revenue will be \$3,100,000 for FY 2016/17 which will be \$84,600 less than the adopted budget of \$3,184,600.
- **Transient Occupancy Tax (TOT):** TOT consists of revenue received from hotels and Short Term Vacation Rentals. TOT receipts totaled \$1,339,452, which exceeded the adopted budget by \$164,452, or 14%, in FY 2016/17.
- **Property Transfer Tax:** Real property transfer tax is levied on property when it is sold. This tax is set at \$1.10 per \$100 of valuation with the City receiving 50%, or \$.55, per \$100 and the County of San Diego receiving the other \$.55. The revenue category received \$215,064, or 43%, more than the adopted budget amount of \$150,000 due to increased real estate sales activity in the City during FY 2016/17.
- **Use of Money and Property:** This category of revenue, which includes investment earnings and property rentals, increased in FY 2016/17 to a total of \$178,756, an increase of \$54,008, or 42%, as compared to the adopted budget of \$126,000. There were increased investment earnings due to improved

interest rates and higher cash balances held by the General Fund by Chandler Asset Management.

- **Off Track Betting:** Due to a statewide decrease in racetrack attendance and the closure of Bay Meadows Racetrack in San Mateo in 2008 and Hollywood Park in the Los Angeles area in February 2015, this revenue source, derived from satellite wagering at the Del Mar Race Track, has been steadily declining over the past decade, from a high of \$99,000 in FY 2007/08 to \$32,114 received in FY 2016/17.
- **Development Related Revenues:** Revenue received for this category, which includes Building/Plan Check, Public Facilities, Engineering, and Fire Plan Check fees, increased 65%, 148%, 118%, and 86%, respectively, which was \$385,304 more than the adopted budget for FY 2016/17. The exception to this trend was in Planning and Zoning fees. This revenue category received \$133,476, or \$76,524 less than the adopted budget amount of \$210,000. This decrease was primarily due to lower than expected revenues for application fees for larger projects.
- **Special Contributions:** Revenue received for this category, which includes Community Grants and Master Arts Policy (MAP) fees, totaled \$44,479, or increased by \$31,979 as compared to the adopted budget amount of \$12,500. This increase was due to the \$12,500 in Community Grant funds received from Santa Fe Christian High School and \$18,129 in MAP fees for the Solana Mar Apartments and a project on Valley Ave.

**Expenditures**

Expenditures (unaudited) for the General Fund are summarized in Table 2 and are provided in detail in Attachment 3 by function and Attachment 4 by object code.

**TABLE 2  
 GENERAL FUND EXPENDITURES BY FUNCTION**

	ADOPTED	AMENDED	ACTUAL	VARIANCE WITH AMENDED BUDGET	
				\$	%
General Government	3,372,100	3,220,500	2,961,757	258,743	8%
Community Development	1,036,200	1,114,800	1,121,324	(6,524)	-1%
Public Safety	9,259,200	9,364,800	9,166,216	198,584	2%
Public Works	2,178,200	2,089,400	1,924,145	165,255	8%
Community Services	303,000	300,700	271,896	28,804	10%
Transfers Out	350,800	875,400	875,400	-	0%
<b>TOTAL GENERAL FUND</b>	<b>16,499,500</b>	<b>16,965,600</b>	<b>16,320,738</b>	<b>644,862</b>	<b>4%</b>



Overall, expenditures from the General Fund totaled \$16,320,738 in FY 2016/17, which was \$178,762 less than the expenditure budget of \$16,499,500 adopted in June 2016. After the expenditure budget was amended to \$16,965,600, expenditures were \$644,862, or 4%, less than the amended expenditure budget amount.

The following represents the expenditure highlights of the FY 2016/17 Budget:

- **Salaries and Fringe Benefit Costs:**

- Actual salaries and benefit costs totaled \$7,078,140, which was \$228,460 less than the amended budget.
  - Regular Salaries, Retirement, and Flex Credit Benefits were under spent by a combined total of \$338,756, due in part to vacancies in the Finance, Human Resources, Planning, Fire Department, and Code Enforcement departments. These savings were partially offset by increased expenses in Part-Time and Temporary Salaries, Overtime, and Special Pay cost categories.
  - Overtime costs totaled \$533,279 as compared to an amended budget amount of \$483,800, resulting in the budget for this expenditure account being exceeded by \$49,479. The Fire Department had the largest budget to actual variance, with actual expenditures equaling \$515,624 as compared to an amended budget amount of \$463,400, resulting in an overspent variance of \$52,224.
- **City Manager:** Expenditures for the City Manager's professional services and contingency accounts were \$2,298 and \$25,073 as compared to budget amounts of \$50,000 and \$37,500, respectively, resulting in a total savings of \$60,129.

- **Departmental Budgets:**

- **Building Services:** Actual expenditures totaled \$473,795, which was 11% or \$45,995 more than the amended budgeted amount of \$427,800. The increase in costs was due to increased revenues in plan-check fees, 75% of which go to EsGil, the City's on-call building plan check consultant.
  - **Public Works Professional Services:** Total savings of \$96,438 was realized in Professional Services for the Public Works Department in the following areas: \$17,194 in Engineering, \$10,377 in Environmental Services, \$35,135 in Street Maintenance, \$18,457 in Traffic Safety, \$6,405 in Street Sweeping, \$1,063 in Park Maintenance and \$7,807 in Public Facilities.
- **Vehicle Operating Supplies and Vehicle Maintenance:** Costs for gasoline, which is reported in Vehicle Operating Supplies, was \$31,941, or 40%, lower

than the adopted budgeted amount of \$53,200 due to the drop in gasoline prices during the fiscal year. Vehicle Maintenance realized a savings of \$21,594, or 27%, compared to the adopted budgeted amount of \$80,400 primarily due to lower than expected costs for repairs of fire department vehicles.

- **Water Utilities:** Costs for water usage totaled \$44,567 as compared to the amended budget of \$60,800, resulting in savings of \$16,233, or 27%. During the fiscal year, Staff took steps to reduce the City's water usage in response to the unexpectedly heavy rainy season during the fall and winter.

**Schedule of Revenue, Expenditures, and Changes In Fund Balance**

The General Fund's beginning fund balance at July 1, 2016 was \$9,917,958. With the unaudited revenue and expenditures reported for the Fiscal Year 2016/17, the projected unaudited fund balance will be \$11,034,240 as detailed in Table 3.

**TABLE 3  
 GENERAL FUND - FUND BALANCE**

Beginning Fund Balance at 07/01/16	\$ 9,917,958
Revenues	17,444,170
Expenditures	16,320,738
Revenues over Expenditures	\$ 1,123,432
Ending Fund Balance at 06/30/17	\$11,041,390

**Payment to PARS Trust**

The City Council approved a combined PARS Pension and Other Post-Employment Benefits (OPEB) Trust in FY 2015/16 of \$935,000 using a portion of the FY 2014/15 and 2015/16 General Fund surpluses as detailed in the Table 4.

**TABLE 4  
 PARS CONTRIBUTION BY GENERAL FUND**

FY	Projected Surplus	PARS Trust		
		Pension	OPEB	Total
2014/15	\$ 907,284	\$ 500,000	\$ 135,000	\$ 635,000
2015/16	613,462	236,220	63,780	300,000
		\$ 736,220	\$ 198,780	\$ 935,000

Staff is recommending that Council again consider setting aside a portion of the FY 2016/17 projected surplus to fund the Trusts. Staff has prepared a resolution that will

be updated if Council concurs and determines the General Fund amounts that will be used to fund the PARS Pension and OPEB Trusts. Since these two Trusts provide funds for employee benefits, and employee benefits are paid by both General Fund and non-General Fund funds, an allocation method will be used similar to what is used for allocating the PERS Side Fund payment to ensure all funds which pay employee benefits contribute to the Trust payments.

Once Council determines the amount of the General Fund surplus to be used to fund the trusts, the General Fund and non-General funds amounts will be appropriated to the FY 2016/17 budget as determined by the Finance Department.

For example, if the Council determines that \$90,000 of the General Fund surplus will be used to fund the trusts, 75% to the PARS Pension fund and 25% to the OPEB fund, \$90,000 will be appropriated as a transfer out from the General Fund and \$67,500 (75% x \$90,000) would be appropriated as a transfer in to the PARS Pension fund and \$22,500 (25% x \$90,000) would be appropriate as a transfer in to the OPEB fund, with the transfer in amount totaling \$90,000.

Additionally, since the General Fund pays 90% of the City's total retirement cost and 10% is paid by non-General Fund funds such as the Street Lighting and Sanitation funds, an additional \$10,000 would be appropriated as a transfer out into the PARS Pension and OPEB funds using the 75%/25% allocation. This would allow a total amount of \$100,000 being made available to fund the PARS Trusts - \$90,000 from the General Fund and \$10,000 from non-General Fund funds.

### **City CIP Funding**

The City CIP fund is supported by the General Fund and specific restricted revenue sources such as Gas Tax funds received from the State of California and TransNet funds received from SANDAG including. Some projects in this fund are eligible to be paid for by these other restricted revenue sources, but not all of them. The projects not eligible are funded by the General Fund and other eligible funding sources including grants.

Staff is recommending that Council set aside a portion of the FY 2016/17 projected surplus to fund the City CIP fund for future project needs by the City.

### **CEQA COMPLIANCE STATEMENT:**

Not a project as defined by CEQA.

### **FISCAL IMPACT:**

Staff is recommending the following budget adjustments be made to the FY 2016/17 Budget for auditing purposes.

## **General Fund**

- An increase in Professional Services in the Building Services budget unit of \$46,000 to reflect amounts to EsGil due to increased plan check costs and permit fee revenues

## **Other Funds**

- A reduction of \$44,000 in the Facilities Replacement fund for the City Hall Deferred Maintenance CIP since the project was moved to the City CIP fund.
- An increase in the OPEB Obligation fund for \$85,376 for contributions made to the OBEP PARS fiduciary fund.
- An increase in Professional Services in the Santa Fe Hills MID fund of \$55,000 for one time payments for landscaping services.
- An increase in Clothing in the Fire Mitigation fund of \$3,300 for turnouts for new firefighters.
- An increase in Professional Services in the COPS Program fund of \$1,000 for law enforcement services.
- An increase of \$76,000 in salary and benefits in the Public Safety Special Revenue fund to account for overtime costs for City firefighters who staffed either City of Del Mar or City of Encinitas fire stations in accordance with the Fire Resource Pool agreement or for firefighters who worked strike teams fighting fires outside the County. The City will be fully reimbursed by the cities or other agencies for these costs.
- An increase in Part-Time and Temporary Salaries, Insurance Premiums, Travel-Meetings, Clothing, Bank Charges, Camp Discounts, and Camp Scholarships in the amounts of \$12,000, \$1,600, \$7,000, \$9,000, \$14,000, \$11,000, and \$11,000, respectively, for a total increase of \$65,600 in the Junior Lifeguard Camp program fund. These costs are covered by increased revenues received into the program due to higher enrollment participation.

**PARS Trust Funds**

- Budget appropriations as determined by the Finance Department if Council authorizes funds be used from the proposed FY 2016/17 General Fund surplus to fund the PARS Trusts and in which proportion between the Pension Stabilization and OPEB funds.

**City CIP Fund**

- Budget appropriations if Council authorizes funds be used from the proposed FY 2016/17 General Fund surplus to fund the City CIP fund.

**WORK PLAN:** N/A

**OPTIONS:**

- Approve Staff recommendation.
- Provide alternative direction.

**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council:

1. Accept and file the General Fund Update for Fiscal Year 2016/17.
2. Provide direction to Staff regarding whether to use an amount of the projected General Fund surplus to fund the PARS Irrevocable Trust as part of a budget appropriation to the General Fund and other funds as determined by the Finance Department for Fiscal Year 2016/17.
3. Provide direction to Staff regarding whether to use an amount of the projected General Fund surplus to fund the City CIP fund.
4. Approve Resolution 2017-096 revising appropriations in the Fiscal Year 2016/17 Budget.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation

  
\_\_\_\_\_  
Gregory Wade, City Manager

Attachments:

1. Resolution 2017-096
2. General Fund Revenues for FY 2016/17
3. General Fund Expenditures by Function for FY 2016/17
4. General Fund Expenditures by Object Code for FY 2016/17

## RESOLUTION 2017-096

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

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

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

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

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

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Solana Beach, California, does hereby resolve as follows:

1. That the above recitations are true and correct.
2. That the City Treasurer is authorized to amend appropriations in the 2016/17 fiscal year budget as follows:
  - a. Increase in Professional Services in the Building Services budget unit of \$46,000.
  - b. Reduction of \$44,000 in the Facilities Replacement fund for the City Hall Deferred Maintenance CIP.
  - c. Increase in the OPEB Obligation fund for \$85,376.
  - d. Increase in Professional Services in the Santa Fe Hills MID fund of \$55,000.
  - e. Increase in Clothing in the Fire Mitigation fund of \$3,300.
  - f. Increase in Professional Services in the COPS Program fund of \$1,000.
  - g. Increases in Part-Time and Temporary Salaries, Insurance Premiums, Travel-Meetings, Clothing, Bank Charges, Camp Discounts, and Camp Scholarships in the amounts of \$12,000, \$1,600, \$7,000,

- \$9,000, \$14,000, \$11,000, and \$11,000, respectively, for a total increase of \$65,600 in the Junior Lifeguard Camp program fund.
- h. Increase in Salary and Benefits of \$76,000 in the Public Safety Special Revenue Fund.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Solana Beach, California, this 12<sup>th</sup> day of September 2017, by the following vote:

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

\_\_\_\_\_  
MIKE NICHOLS, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk

**GENERAL FUND  
REVENUES FOR FY 2016/17**

	ADOPTED	AMENDED	ACTUAL	VARIANCE WITH AMENDED BUDGET	
				\$	%
<b>Tax Revenues</b>					
Property Taxes - Current	6,861,500	6,970,000	7,009,206	39,206	1%
Property Taxes - Delinquent	50,000	50,000	32,034	(17,966)	-36%
<b>Total Property Taxes</b>	<b>6,911,500</b>	<b>7,020,000</b>	<b>7,041,240</b>	<b>21,240</b>	<b>0%</b>
Sales and Use Tax	3,184,600	3,184,600	3,100,000	(84,600)	-3%
Sales Tax (County)	-	-	64	64	0%
Transient Occupancy Tax - Hotels	910,000	1,000,000	986,082	(13,918)	-1%
TOT - Short-term Vacation Rentals	265,000	315,000	353,371	38,371	12%
Franchise Fees	749,000	769,000	727,595	(41,405)	-5%
Property Transfer Tax	150,000	150,000	215,064	65,064	43%
Street Sweeping	45,000	45,000	44,925	(75)	0%
Hazardous Household Waste	29,000	29,000	29,803	803	3%
Fire Benefit Fees	440,000	440,000	436,722	(3,278)	-1%
Solid Waste Fee NPDES	240,000	240,000	243,253	3,253	1%
RDA Pass Thru Payments	30,000	80,000	87,144	7,144	9%
<b>Total Taxes and Fees Revenues</b>	<b>12,954,100</b>	<b>13,272,600</b>	<b>13,265,261</b>	<b>(7,339)</b>	<b>0%</b>
<b>Licenses and Permits</b>					
Business Registration	135,000	135,000	139,098	4,098	3%
Building/Plumbing/Electrical/ Permits	240,000	340,000	341,159	1,159	0%
Animal Licenses	20,400	20,400	20,400	-	0%
Other Special Permits	26,000	31,000	28,692	(2,308)	-7%
<b>Total Licenses and Permits</b>	<b>421,400</b>	<b>526,400</b>	<b>529,349</b>	<b>2,949</b>	<b>1%</b>
<b>Fines and Penalties</b>					
CVC Fines	60,000	60,000	52,914	(7,086)	-12%
Admin Citations	1,500	1,500	3,790	2,290	153%
Parking Citations	140,000	140,000	119,867	(20,133)	-14%
Red Light Citations	260,000	260,000	315,064	55,064	21%
False Alarm Fines	2,300	2,300	4,250	1,950	85%
<b>Total Fines and Penalties</b>	<b>463,800</b>	<b>463,800</b>	<b>495,885</b>	<b>32,085</b>	<b>7%</b>
<b>Use of Money and Property</b>					
Investment Interest Earnings	40,000	93,000	89,159	(3,841)	-4%
Property Rental/Sale of Personal Property	86,000	86,000	89,597	3,597	4%
<b>Total Use of Money and Property</b>	<b>126,000</b>	<b>179,000</b>	<b>178,756</b>	<b>(244)</b>	<b>0%</b>
<b>Intergovernmental Revenues</b>					
Motor Vehicle in-Lieu	1,424,000	1,456,000	1,456,324	324	0%
State Homeowners Exemption (HOE)	53,000	53,000	50,671	(2,329)	-4%
Off Track Betting (OTB)	35,000	35,000	32,114	(2,886)	-8%
Fire Revenue from Other Agencies	185,100	210,100	204,695	(5,405)	-3%
Miscellaneous	21,000	21,000	28,028	7,028	33%
<b>Total Intergovernmental Revenues</b>	<b>1,718,100</b>	<b>1,775,100</b>	<b>1,771,831</b>	<b>(3,269)</b>	<b>0%</b>
<b>Service Charges</b>					
Planning and Zoning	210,000	210,000	133,476	(76,524)	-36%
Building/Plan Check Fees	175,000	225,000	288,936	63,936	28%
Public Facilities Fees	30,000	30,000	74,350	44,350	148%
Engineering Fees	145,000	195,000	316,008	121,008	62%
Ramp Fees	5,000	5,000	-	(5,000)	-100%
Fire Plan Check Fees	65,000	115,000	121,011	6,011	5%
Park Fees	-	-	1,800	1,800	0%
Recreation/Miscellaneous Fees	-	-	7,310	7,310	0%
<b>Total Service Charges</b>	<b>630,000</b>	<b>780,000</b>	<b>942,890</b>	<b>162,890</b>	<b>21%</b>
<b>Other Revenues</b>					
Special Contributions	12,500	12,500	44,479	31,979	256%
Miscellaneous Revenues	40,000	40,000	64,646	24,646	62%
Administration Charges	146,600	146,600	151,071	4,471	3%
<b>Total Other Revenues</b>	<b>199,100</b>	<b>199,100</b>	<b>260,197</b>	<b>61,097</b>	<b>31%</b>
<b>TOTAL GENERAL FUND</b>	<b>16,512,500</b>	<b>17,196,000</b>	<b>17,444,170</b>	<b>248,170</b>	<b>1%</b>



**GENERAL FUND  
EXPENDITURES BY FUNCTION FOR FY 2016/17**

	ADOPTED	AMENDED	ACTUAL	VARIANCE WITH AMENDED BUDGET	
				\$	%
<b>General Government</b>					
City Council	291,700	291,000	291,330	(330)	0%
City Clerk	418,000	381,500	367,380	14,120	4%
City Attorney	525,000	524,800	481,774	43,026	8%
City Manager	329,700	352,200	270,406	81,794	23%
Finance	942,200	875,700	835,548	40,152	5%
Non-Departmental	32,100	38,100	33,687	4,413	12%
Human Resources	443,200	368,400	319,547	48,853	13%
Information Services	390,200	388,800	362,085	26,715	7%
Total General Government	3,372,100	3,220,500	2,961,757	258,743	8%
<b>Community Development</b>					
Planning	720,900	687,000	647,529	39,471	6%
Building Services	315,300	427,800	473,795	(45,995)	-11%
Total Community Development	1,036,200	1,114,800	1,121,324	(6,524)	-1%
<b>Public Safety</b>					
Law Enforcement	3,634,400	3,634,400	3,631,835	2,565	0%
Fire Department	4,394,200	4,510,400	4,384,937	125,463	3%
Animal Regulation	96,000	96,000	93,490	2,510	3%
Code/Parking Enforcement	237,200	235,600	179,826	55,774	24%
Emergency Preparedness	28,500	28,500	27,878	622	2%
Marine Safety	867,800	858,800	847,250	11,550	1%
Shoreline Protection	1,100	1,100	1,000	100	9%
Total Public Safety	9,259,200	9,364,800	9,166,216	198,584	2%
<b>Public Works</b>					
Engineering	364,700	361,400	338,859	22,541	6%
Storm Water Management	307,400	315,200	306,055	9,145	3%
Street Maintenance	515,900	453,800	392,843	60,957	13%
Traffic Safety	180,900	175,900	150,781	25,119	14%
Street Sweeping	45,500	45,500	39,095	6,405	14%
Park Maintenance	332,100	330,900	307,699	23,201	7%
Public Facilities	431,700	406,700	388,813	17,887	4%
Total Public Works	2,178,200	2,089,400	1,924,145	165,255	8%
<b>Community Services</b>					
Community Services	113,200	112,400	95,140	17,260	15%
Recreation	189,800	188,300	176,756	11,544	6%
Total Community Services	303,000	300,700	271,896	28,804	10%
<b>Subtotal General Fund</b>	<b>16,148,700</b>	<b>16,090,200</b>	<b>15,445,338</b>	<b>644,862</b>	<b>4%</b>
<b>Transfers Out</b>	<b>350,800</b>	<b>875,400</b>	<b>875,400</b>	<b>-</b>	<b>0%</b>
<b>TOTAL GENERAL FUND</b>	<b>16,499,500</b>	<b>16,965,600</b>	<b>16,320,738</b>	<b>644,862</b>	<b>4%</b>

**GENERAL FUND  
EXPENDITURES BY OBJECT CODE FOR FY 2016/17**

OBJECT CODE	EXPENSE CLASSIFICATION	ADOPTED	AMENDED	ACTUAL	VARIANCE WITH AMENDED BUDGET	
					\$	%
<b>SALARIES &amp; FRINGE BENEFITS</b>						
6101	Regular Salaries	4,367,900	4,205,590	3,941,813	263,777	6%
6102	Part Time & Temporary Salaries	374,100	338,830	399,077	(60,247)	-18%
6103	Overtime	333,800	483,800	533,279	(49,479)	-10%
6104	Special Pay	107,300	107,300	117,588	(10,288)	-10%
6105	Temporary Non-Payroll	-	39,300	45,761	(6,461)	-16%
6205	Retirement	583,300	570,880	535,734	35,146	6%
6207	Retirement-UAL	460,700	460,700	460,741	(41)	0%
6210	Medicare	74,900	74,660	70,173	4,487	6%
6211	Social Security	14,100	14,100	13,953	148	1%
6220	Flex Credit Benefit	768,400	752,440	712,608	39,832	5%
6244	LT Disability Insurance	13,500	13,900	12,009	1,891	0%
6245	Life Insurance	14,300	14,500	9,677	4,823	33%
6248	RHSA % Benefit	17,700	17,700	23,036	(5,336)	0%
6255	2% Deferred Comp 457	5,000	5,000	4,841	159	0%
6260	Unemployment Insurance	20,000	20,000	15,326	4,674	23%
6270	Retirees Health Insurance	145,000	145,000	148,050	(3,050)	-2%
6280	Auto Allowance	32,900	32,900	28,737	4,163	13%
6285	Uniform Allowance	2,000	2,000	1,750	250	13%
6295	Rideshare	8,000	8,000	3,989	4,011	50%
<b>TOTAL</b>		<b>7,342,900</b>	<b>7,306,600</b>	<b>7,078,140</b>	<b>228,460</b>	<b>3%</b>
<b>MATERIALS, SUPPLIES &amp; SERV</b>						
6315	Travel, Conferences & Meetings	32,500	32,500	15,381	17,119	53%
6320	Training	29,800	29,300	12,622	16,678	57%
6330	Membership and Dues	99,300	99,300	94,535	4,765	5%
6340	Clothing and Personal Expenses	18,600	21,100	20,080	1,020	5%
6341	Tuition Reimbursement	4,000	4,000	4,130	(130)	-3%
6350	Pre-Employment	4,900	4,900	12,419	(7,519)	-153%
6351	Recruitments	5,500	6,500	6,023	477	7%
6413	Fire Prevention Program	2,600	2,600	2,048	552	21%
6415	Election Supplies	19,000	19,000	9,492	9,508	50%
6416	Office Supplies	7,300	6,500	6,486	14	0%
6417	Postage	8,700	8,700	7,911	789	9%
6418	Books, Subscriptions & Printing	28,800	31,800	21,705	10,095	32%
6419	Minor Equipment	33,500	45,003	40,512	4,491	10%
6420	Departmental Special Supplies	87,400	85,397	84,822	575	1%
6421	Small Tools	900	900	310	590	66%
6427	Vehicle Operating Supplies	53,200	53,200	31,941	21,259	40%
6428	Vehicle Maintenance	80,400	80,400	58,806	21,594	27%
6522	Advertising	8,100	9,100	13,706	(4,606)	-51%
6523	Communications	64,500	64,500	59,138	5,362	8%
6524	Utilities - Electric	167,000	128,000	118,471	9,529	7%
6525	Rents and Leases	21,300	21,100	17,539	3,561	17%
6526	Maint. of Buildings & Grounds	217,300	217,300	206,136	11,164	5%
6527	Utilities - Water	55,800	60,800	44,567	16,233	27%
6529	Mileage	4,200	4,200	1,279	2,921	70%
6530	Professional Services	5,729,200	5,861,200	5,659,034	202,166	3%
6531	Maint. & Operation of Equipment	109,200	79,800	72,941	6,859	9%
6532	Contribution to Other Agencies	75,600	75,600	88,516	(12,916)	-17%
6535	Community Television Production	55,600	55,600	46,075	9,525	17%
6538	Special Events	19,200	19,200	18,890	310	2%
6539	Contingency	37,500	37,500	2,298	35,202	94%
6570	Other Charges	206,500	201,500	187,025	14,475	7%
6575	Public Arts Expenditures	6,200	6,200	-	6,200	0%
<b>TOTAL</b>		<b>7,293,600</b>	<b>7,372,700</b>	<b>6,964,837</b>	<b>407,863</b>	<b>6%</b>
<b>CAPITAL, DEBT SVC &amp; CHRGS</b>						
6910	Claims Liability Charges	192,700	111,000	111,000	-	0%
6920	Worker's Comp Charges	340,300	320,700	320,700	-	0%
6930	Asset Replacement Chrgs	360,400	360,400	360,400	-	0%
6935	Facilities Replacement Charges	150,000	150,000	150,000	-	0%
6940	PERS Side Fund Charges	468,800	468,800	460,260	8,540	2%
6810	Transfers Out	350,800	875,400	875,400	-	0%
<b>TOTAL</b>		<b>1,863,000</b>	<b>2,286,300</b>	<b>2,277,760</b>	<b>8,540</b>	<b>0%</b>
<b>ACTIVITY TOTALS</b>		<b>16,499,500</b>	<b>16,965,600</b>	<b>16,320,738</b>	<b>644,862</b>	<b>4%</b>