

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



AGENDA

Joint REGULAR Meeting

Wednesday, January 22, 2020 * 6:00 p.m.

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

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

PUBLIC MEETING ACCESS

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

AGENDA MATERIALS

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

SPEAKERS

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

SPECIAL ASSISTANCE NEEDED

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

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

CITY COUNCILMEMBERS

Jewel Edson, Mayor

Judy Hegenauer, Deputy Mayor

Kristi Becker, Councilmember

Kelly Harless, Councilmember

David A. Zito, Councilmember

Gregory Wade
City Manager

Johanna Canlas
City Attorney

Angela Ivey
City Clerk

SPEAKERS:

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

READING OF ORDINANCES AND RESOLUTIONS:

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

CALL TO ORDER AND ROLL CALL:

CLOSED SESSION REPORT:

FLAG SALUTE:

APPROVAL OF AGENDA:

PROCLAMATIONS/CERTIFICATES: *Ceremonial*

None at the posting of this agenda

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

1. Sunset 5k Run/Walk Donation
2. San Diego County Sheriff Captain's Report

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. Register Of Demands. (File 0300-30)

Recommendation: That the City Council

1. Ratify the list of demands for December 14, 2019 – January 3, 2020.

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

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

A.2. General Fund Adopted Budget for Fiscal Year 2019-2020 Changes. (File 0330-30)

Recommendation: That the City Council

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

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

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

A.3. New Leases for Replacement Office Equipment. (File 0190-50)

Recommendation: That the City Council

1. Adopt **Resolution 2020-014**:
 - a. Authorizing the City Manager to enter into a contract with Xerox Corporation for 60-month term leases for two Xerox Primelink 9060.
 - b. Authorize the City Manager to enter into a contract with Xerox Corporation for a 60-month term leases for a Xerox Primelink C9070.

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

Recommendation: That the City Council

1. Adopt **Resolution 2020-008**:
 - a. Awarding the construction contract to Miramar General Engineering in the amount of \$52,100 for the ADA Pedestrian Ramps, Bid No. 2019-08.
 - b. Approving an amount of \$8,000 for construction contingency.
 - c. Authorizing the City Manager to execute the construction contract on behalf of the City.
 - d. Authorizing the City Manager to approve cumulative change orders up to the construction contingency amount.
 - e. Appropriating \$60,325 to the Federal Grants revenue account and to the ADA Pedestrian Ramps CIP project, both in the CDBG fund.
 - f. Authorizing the City Treasurer to amend the FY 2019/20 Adopted Budget accordingly.

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

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

A.5. MyCommunity Mobile App Software Services. (File 0190-60)

Recommendation: That the City Council

1. Adopt **Resolution 2020-011** authorizing the City Manager to execute a Software as a Service Agreement with Tyler Technologies, Inc.

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

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

A.6. Emergency Corrugated Metal Pipes (CMP) Storm Drain Repairs Update.

(File 0850-40)

Recommendation: That the City Council

1. Receive Update No. 1 and provide further direction, if necessary.

[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. As-Needed Repair Services for City Facilities and Parks. (File 0700-25)

Recommendation: That the City Council

1. Adopt **Resolution 2020-013** authorizing the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Lalley Construction to increase the amount of the agreement by \$25,000.

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

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

A.8. Sewer Rate and Revenue Study. (File 1040-75)

Recommendation: That the City Council

1. Adopt **Resolution 2020-012**:
 - a. Authorizing the City Manager to execute a professional services agreement, in an amount not to exceed \$41,684, with Raftelis for a Sewer Rate and Revenue Study.
 - b. Authorizing an appropriation of \$41,684 to the Sanitation Professional Services account.
 - c. Authorizing the City Treasurer to amend the Fiscal Year 2019/20 Adopted Budget accordingly.

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

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

A.9. Minutes of the City Council

Recommendation: That the City Council

1. Approve the Minutes of the City Council Meeting held October 23, 2019.

[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.

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.3.)

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

B.1. Public Hearing: 476 Marview, Applicant: Landholdings, LLC., Case 17-19-14. (File 0600-40)

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

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.
2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt **Resolution 2020-010** conditionally approving a DRP and an SDP for a first-story remodel and addition and a new second-story addition to an existing single-story single-family residence with an attached garage, and perform associated site improvements at 476 Marview Drive, Solana Beach.

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

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

B.2. Public Hearing: 731 Avocado Pl., Applicant: Truc and Alex Harris, Case 17-18-15 (File 0600-40)

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

1. Conduct the continued 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 2019-138** conditionally approving a Development Review Permit (DRP) and Structure Development Permit (SDP) to demolish the existing single-family residence and construct a replacement single-family residence with an attached garage and perform associated site improvements at 731 Avocado Place, Solana Beach.
4. Adopt **Resolution 2019-141** ordering the vacation of excess public street right-of-way at 731 Avocado Place.

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

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

B.3. Public Hearing: Adjustments to the Transportation Impact Fee (TIF), Fire Mitigation Impact Fee (FMIF), Park Development Impact Fee (PDIF), and the Public Use Facilities Impact Fee (PUFIF) effective March 23, 2020. (File 0390-23)

Recommendation: 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. Consider adoption of **Resolution 2020-009** approving a 1.6% adjustment in the TIF and a 2.5% adjustment in the FMIF, PDIF, and PUFIF effective March 23, 2020.

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

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

C. STAFF REPORTS: (C.1. – C.2.)

Submit speaker slips to the City Clerk.

C.1. Lomas Santa Fe Corridor Improvement Project – Phase III Update. (File 0820-15)

Recommendation: That the City Council

1. Receive the report and provide input and direction on the Lomas Santa Fe Corridor Improvement Project.

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

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

C.2. 2020 Annual Citizen Commission Appointments. (File 0120-06)

Recommendation: That the City Council

1. Appoint two (2) members to the **Budget and Finance** Commission nominated/appointed by *individual* Councilmembers (Harless and Becker) for two-year terms.
2. Appoint four (4) members to the **Climate Action** Commission nominated/appointed by *Council-at-large* for the following positions:
 - a. Three (3) *Resident* appointments for two-year terms.
 - b. One (1) *Professional* appointment for member of the environmental and/or scientific community (resident or non-resident) for a two-year term.
3. Appoint three (3) members to the **Parks and Recreation** Commission nominated/appointed by *Council-at-large* for two-year terms.
4. Appoint four (4) members to the **Public Arts** Commission nominated/appointed by *Council-at-large*.
5. Appoint six (6) members to the **View Assessment** Commission: two (2) positions for two-year terms (Councilmember Harless and Councilmember Zito), two (2) positions for two-year terms (Council-at-large), and two (2) positions for one-year terms (Mayor Edson and Deputy Mayor Hegenauer).

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

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

WORK PLAN COMMENTS:

Adopted June 12, 2019

COMPENSATION & REIMBURSEMENT DISCLOSURE:

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

COUNCIL COMMITTEE REPORTS: [Council Committees](#)

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

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

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

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

ADJOURN:

Next Regularly Scheduled Meeting is February 12, 2020

Always refer the City's website Event Calendar for updated schedule or contact City Hall.

www.cityofsolanabeach.org 858-720-2400

AFFIDAVIT OF POSTING

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

I, Angela Ivey, City Clerk of the City of Solana Beach, do hereby certify that this Agenda for the January 22, 2020 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 January 15, 2020 at 6:05 p.m. on the City Bulletin Board at the entrance to the City Council Chambers. Said meeting is held at 6:00 p.m., January 22, 2020, in the Council Chambers, at City Hall, 635 S. Highway 101, Solana Beach, California.

Angela Ivey, City Clerk
City of Solana Beach, CA

UPCOMING CITIZEN CITY COMMISSION AND COMMITTEE MEETINGS:

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

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



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: January 22, 2020
ORIGINATING DEPT: Finance
SUBJECT: Register of Demands

BACKGROUND:

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

Register of Demands- 12/14/19 through 01/03/20		
Check Register-Disbursement Fund (Attachment 1)		\$ 1,087,081.20
Retirement Payroll	December 19, 2019	9,868.00
Net Payroll	December 27, 2019	203,032.35
Federal & State Taxes	December 27, 2019	49,481.40
PERS Retirement (EFT)	December 27, 2019	48,126.10
TOTAL		<u>\$ 1,397,589.05</u>

DISCUSSION:

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

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

The register of demands for December 14, 2019 through January 3, 2020 reflects total expenditures of \$1,397,589.05 from various City funding sources.

WORK PLAN:

N/A

CITY COUNCIL ACTION: _____

OPTIONS:


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

DEPARTMENT RECOMMENDATION:

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

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Check Register – Disbursement Fund

PENTAMATION
 DATE: 01/06/2020
 TIME: 10:54:05

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20191214 00:00:00.000' and '20200103 00:00:00.000'
 ACCOUNTING PERIOD: 6/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	96343	12/19/19	4706	24 HOUR ELEVATOR, INC	00165006570	ELVTR MAINT-DEC	0.00	160.00
1011	96344	12/19/19	5804	3 ON CEDROS, LLC	001	RFND-SBGR323/740 S CE	0.00	9,119.00
1011	96345	12/19/19	5775	ANDA WRIGHT	12050005460	2019 GYM REIMB	0.00	207.96
1011	96345	12/19/19	5775	ANDA WRIGHT	12050005460	2019 GYM REIM ADJ	0.00	32.04
TOTAL CHECK							0.00	240.00
1011	96346	12/19/19	1968	ANGELA IVEY	12050005460	2019 GYM RIEMB	0.00	480.00
1011	96347	12/19/19	5807	AT&T	00150005450	301097995 11/18-12/17	0.00	152.50
1011	96348	12/19/19	4832	AT&T CALNET 3	00160006170	9391053651 1025-1124	0.00	225.78
1011	96348	12/19/19	4832	AT&T CALNET 3	00160006170	9391012281 1025-1124	0.00	47.23
1011	96348	12/19/19	4832	AT&T CALNET 3	00160006150	9391012275 1024-1123	0.00	164.69
1011	96348	12/19/19	4832	AT&T CALNET 3	00150005450	9391012278 1024-1123	0.00	3,202.78
1011	96348	12/19/19	4832	AT&T CALNET 3	00150005450	9391012282 1024-1123	0.00	20.27
1011	96348	12/19/19	4832	AT&T CALNET 3	00150005450	9391053641 1024-1123	0.00	164.69
1011	96348	12/19/19	4832	AT&T CALNET 3	00150005450	9391062899 1024-1123	0.00	164.69
TOTAL CHECK							0.00	3,990.13
1011	96349	12/19/19	5174	MEGAN BAVIN	12050005460	2019 GYM REIMBURSEMNT	0.00	480.00
1011	96350	12/19/19	5320	BAYSHORE CONSULTING GROU	55000007750	CCA PROF SVC-NOV	0.00	2,212.50
1011	96351	12/19/19	4919	KATHLEEN BENSON	12050005460	2019 GYM REIMBURSMNT	0.00	480.00
1011	96352	12/19/19	5806	BICKMORE ACTUARIAL	12550005465	FY19&20-WC ACTUARIAL	0.00	4,250.00
1011	96352	12/19/19	5806	BICKMORE ACTUARIAL	125	FY20 WC CSAC SUBSIDY	0.00	-2,000.00
TOTAL CHECK							0.00	2,250.00
1011	96353	12/19/19	4967	RONALD BORROMEO	12050005460	2019 GYM RIEMB	0.00	359.88
1011	96356	12/19/19	1914	US BANK	00160006170	IPAD CASE	0.00	-75.41
1011	96356	12/19/19	1914	US BANK	00150005400	KINDNESS COINS	0.00	-8.61
1011	96356	12/19/19	1914	US BANK	50900007700	PROF ENG LIC-GOLDBERG	0.00	1.00
1011	96356	12/19/19	1914	US BANK	00165006530	PWI WATER	0.00	7.38
1011	96356	12/19/19	1914	US BANK	00165006570	TONER	0.00	-32.27
1011	96356	12/19/19	1914	US BANK	00165006530	PWI WATER	0.00	8.38
1011	96356	12/19/19	1914	US BANK	00150005450	HOSTING DOMAINS-NOV	0.00	9.95
1011	96356	12/19/19	1914	US BANK	00150005150	MINUTES TRANSCRIBE	0.00	10.50
1011	96356	12/19/19	1914	US BANK	00150005400	KINDNESS CARDS	0.00	10.72
1011	96356	12/19/19	1914	US BANK	00150005200	CARDS	0.00	12.80
1011	96356	12/19/19	1914	US BANK	00150005150	MINUTES TRANSCRIBE	0.00	13.80
1011	96356	12/19/19	1914	US BANK	00150005150	MINUTES TRANSCRIBE	0.00	14.20
1011	96356	12/19/19	1914	US BANK	00150005150	EXTNL FLOPPY DISK DRV	0.00	15.07
1011	96356	12/19/19	1914	US BANK	00150005200	CLOSED SESSION-10/23	0.00	16.00
1011	96356	12/19/19	1914	US BANK	00150005200	CLOSED SESSION-11/13	0.00	16.00
1011	96356	12/19/19	1914	US BANK	001	CCA-KING-11/05	0.00	16.14
1011	96356	12/19/19	1914	US BANK	00170007110	CABLE TIES	0.00	17.23
1011	96356	12/19/19	1914	US BANK	00150005100	COUNCIL SUPPLIES	0.00	17.41
1011	96356	12/19/19	1914	US BANK	00150005150	MINUTES TRANSCRIBE	0.00	18.00

PENTAMATION
 DATE: 01/06/2020
 TIME: 10:54:05

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
 ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20191214 00:00:00.000' and '20200103 00:00:00.000'
 ACCOUNTING PERIOD: 6/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	96356	12/19/19	1914	US BANK	00150005200	CLOSED SESSION-11/13	0.00	18.39
1011	96356	12/19/19	1914	US BANK	00150005250	CLOSED SESSION-11/13	0.00	20.00
1011	96356	12/19/19	1914	US BANK	00165006510	APWA LUNCH-GOLDBERG	0.00	20.00
1011	96356	12/19/19	1914	US BANK	00150005250	CLOSED SESSION-10/23	0.00	22.50
1011	96356	12/19/19	1914	US BANK	001	CCAC-ARMBRUST-10/24	0.00	27.97
1011	96356	12/19/19	1914	US BANK	00150005400	KINDNESS COINS/CARDS	0.00	30.05
1011	96356	12/19/19	1914	US BANK	00165006570	TONER	0.00	32.27
1011	96356	12/19/19	1914	US BANK	00160006170	IPAD CASE	0.00	37.66
1011	96356	12/19/19	1914	US BANK	00170007110	TREE LGHT-JUICE	0.00	41.28
1011	96356	12/19/19	1914	US BANK	00165006510	PROF ENG LIC-GOLDBERG	0.00	50.00
1011	96356	12/19/19	1914	US BANK	00170007110	DIA MUERTOS-ICE	0.00	51.63
1011	96356	12/19/19	1914	US BANK	00170007110	TREE LGHT-2ELF COSTMS	0.00	60.31
1011	96356	12/19/19	1914	US BANK	00160006170	MULTITOOLO	0.00	64.64
1011	96356	12/19/19	1914	US BANK	50900007700	PROF ENG LIC-GOLDBERG	0.00	65.00
1011	96356	12/19/19	1914	US BANK	00165006540	TIRES-PAINT SPRAYER	0.00	72.39
1011	96356	12/19/19	1914	US BANK	00170007110	TREE LGHT-ORNMTS/CIDR	0.00	73.46
1011	96356	12/19/19	1914	US BANK	00160006170	DVDRS/INCIDENT REPRTS	0.00	74.92
1011	96356	12/19/19	1914	US BANK	00150005450	CONSTANT CONTACT-DEC	0.00	75.00
1011	96356	12/19/19	1914	US BANK	00160006170	IPAD CASE	0.00	75.41
1011	96356	12/19/19	1914	US BANK	00160006170	EMT RECERT-MASON	0.00	95.00
1011	96356	12/19/19	1914	US BANK	00150005100	CLOSED SESSION-11/13	0.00	100.00
1011	96356	12/19/19	1914	US BANK	55000007750	CA DEPT TAX+FEE Q1	0.00	107.04
1011	96356	12/19/19	1914	US BANK	00150005100	CLOSED SESSION-10/23	0.00	108.26
1011	96356	12/19/19	1914	US BANK	00170007110	TREE LGHT-SUPPLIES	0.00	110.09
1011	96356	12/19/19	1914	US BANK	00165006530	TOW F250	0.00	150.00
1011	96356	12/19/19	1914	US BANK	00155005550	DESK HUTCH-BENSON	0.00	157.30
1011	96356	12/19/19	1914	US BANK	001	CCAC-ARMBRUST-10/24	0.00	197.25
1011	96356	12/19/19	1914	US BANK	00170007110	VET DAY REFRESHMENTS	0.00	232.87
1011	96356	12/19/19	1914	US BANK	00170007110	2HOT BEVERAGE THERMOS	0.00	249.96
1011	96356	12/19/19	1914	US BANK	00160006140	POLOS/JACKETS-JEMISON	0.00	299.88
1011	96356	12/19/19	1914	US BANK	001	GFOA-WONG-10/22-24	0.00	452.44
1011	96356	12/19/19	1914	US BANK	001	CCA-WADE-11/06	0.00	473.16
1011	96356	12/19/19	1914	US BANK	001	CCA-BECKER-11/06	0.00	473.16
1011	96356	12/19/19	1914	US BANK	00150005400	EE APPREC-BAGS-DEPOST	0.00	500.00
1011	96356	12/19/19	1914	US BANK	00150005150	ARCHIVAL DVD CONVSN	0.00	500.00
1011	96356	12/19/19	1914	US BANK	001	CCA-KING-11/05	0.00	513.16
1011	96356	12/19/19	1914	US BANK	001	SUPERVISR-IVEY-11/12	0.00	550.00
1011	96356	12/19/19	1914	US BANK	00160006170	2020 TIDE BOOKS	0.00	644.10
1011	96356	12/19/19	1914	US BANK	00150005150	ARCHIVAL MP3 CONVSN	0.00	677.55
1011	96356	12/19/19	1914	US BANK	00150005400	EE APPREC-BAGS	0.00	722.14
1011	96356	12/19/19	1914	US BANK	550	CA DEPT TAX+FEE Q1	0.00	4,653.89
TOTAL CHECK							0.00	12,968.42
1011	96357	12/19/19	5051	CINTAS CORPORATION NO. 2	00165006570	FIRST AID SUPPLIES-CH	0.00	91.09
1011	96357	12/19/19	5051	CINTAS CORPORATION NO. 2	00165006570	FIRST AID SUPPLIES-CH	0.00	-143.72
1011	96357	12/19/19	5051	CINTAS CORPORATION NO. 2	00165006570	FIRST AID SUPPLIES-PW	0.00	-59.42
1011	96357	12/19/19	5051	CINTAS CORPORATION NO. 2	00165006570	FIRST AID SUPPLIES-CH	0.00	143.72
1011	96357	12/19/19	5051	CINTAS CORPORATION NO. 2	00165006570	FIRST AID SUPPLIES-PW	0.00	59.42
TOTAL CHECK							0.00	91.09
1011	96358	12/19/19	1491	COASTAL FRONTIERS INC	45099266190	9926 SHLN MNT-TSK 5	0.00	3,380.00

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	96359	12/19/19	3967	COREY ANDREWS	12050005460	2019 GYM RIEMB	0.00	480.00
1011	96360	12/19/19	318	COUNTY OF SAN DIEGO ASSE	00155005550	MAP 11/21/19	0.00	2.00
1011	96361	12/19/19	127	COX COMMUNICATIONS INC	00150005450	CTYINTRNT 11/19-12/18	0.00	582.96
1011	96362	12/19/19	2629	D & D DISPOSAL INC	00160006130	ANIMAL DISPOSAL-NOV	0.00	195.00
1011	96363	12/19/19	1701	DANNY KING	12050005460	2019 GYM REIMBRMNT	0.00	480.00
1011	96364	12/19/19	5210	COUNTY OF SAN DIEGO	00160006140	PRKNG CITE ADMIN-NOV	0.00	1,473.75
1011	96365	12/19/19	5801	DIANE WELCH	001	RFND FCCC-11/24/19	0.00	500.00
1011	96366	12/19/19	3180	ELECTRICAL SALES INC	00165006570	CIRCT BRKR- EV CHRGR	0.00	832.76
1011	96367	12/19/19	94	ESGIL CORPORATION	00155005560	BLDG PRMT 11/11-11/15	0.00	1,462.93
1011	96367	12/19/19	94	ESGIL CORPORATION	00155005560	BLDG PRMT 11/04-11/08	0.00	4,508.12
TOTAL CHECK							0.00	5,971.05
1011	96368	12/19/19	1985	EXTERIOR PRODUCTS INC	00170007100	55 HOLIDAY BANNERS	0.00	2,750.00
1011	96369	12/19/19	4601	FIREWATCH	00165006570	INSPCT FIRE ALRM-LC	0.00	339.07
1011	96370	12/19/19	5480	FISHER INTEGRATED, INC.	00150005450	COUNCIL WEB STRM-NOV	0.00	800.00
1011	96371	12/19/19	5802	HAIDEE BANUET	25055005570	DIA DE MRTOS-REIM SUP	0.00	88.91
1011	96372	12/19/19	11	ICMA RETIREMENT TRUST-45	001	ICMA PD 12/27/19	0.00	8,665.13
1011	96373	12/19/19	3859	ICMA RETIREMENT TRUST-RH	001	ICMA PD 12/27/19	0.00	2,171.11
1011	96374	12/19/19	5399	INBOUND DESIGN INC.	55000007750	SEA WEBSITE MANT-DEC	0.00	49.00
1011	96375	12/19/19	5800	JAMES TYLER STEWART	00170007110	TREE LGHTNG-VIDEO/PHT	0.00	250.00
1011	96376	12/19/19	5098	JOSE GARCIA	00165006570	MILEAGE-12/15/19	0.00	33.64
1011	96376	12/19/19	5098	JOSE GARCIA	12050005460	2019 GYM REIMB	0.00	269.91
TOTAL CHECK							0.00	303.55
1011	96377	12/19/19	5803	LISA MONTES	25055005570	DIA DE MRTOS-RIEM SUP	0.00	26.97
1011	96378	12/19/19	5805	MAGGIE BROWN	00150005400	M BROWN-LIVESCAN	0.00	20.00
1011	96379	12/19/19	4738	MEDICAL EYE SERVICES	001	EE DEC 19	0.00	29.14
1011	96379	12/19/19	4738	MEDICAL EYE SERVICES	001	VISION DEC 19	0.00	452.45
1011	96379	12/19/19	4738	MEDICAL EYE SERVICES	001	EE DEC 19	0.00	-19.92
1011	96379	12/19/19	4738	MEDICAL EYE SERVICES	00150005400	ROUNDING DEC 19	0.00	-0.23
TOTAL CHECK							0.00	461.44
1011	96380	12/19/19	111	MISSION LINEN & UNIFORM	21100007600	LAUNDRY-PUB WORKS	0.00	2.37
1011	96380	12/19/19	111	MISSION LINEN & UNIFORM	00165006520	LAUNDRY-PUB WORKS	0.00	6.35

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1011	96380	12/19/19	111	MISSION LINEN & UNIFORM	50900007700	LAUNDRY-PUB WORKS	0.00	9.49
1011	96380	12/19/19	111	MISSION LINEN & UNIFORM	00165006560	LAUNDRY-PUB WORKS	0.00	10.67
1011	96380	12/19/19	111	MISSION LINEN & UNIFORM	00165006530	LAUNDRY-PUB WORKS	0.00	18.97
TOTAL CHECK							0.00	47.85
1011	96381	12/19/19	4522	NISSHO OF CALIFORNIA	00165006560	MAINLINE RPR-LC	0.00	546.25
1011	96381	12/19/19	4522	NISSHO OF CALIFORNIA	00165006560	RPLCD VALVE-POC A STN	0.00	826.52
1011	96381	12/19/19	4522	NISSHO OF CALIFORNIA	00165006530	STREET LNDSACP SVC-NOV	0.00	1,827.01
1011	96381	12/19/19	4522	NISSHO OF CALIFORNIA	00165006560	PRKS LNDSACP SVC-NOV	0.00	11,625.14
1011	96381	12/19/19	4522	NISSHO OF CALIFORNIA	00165006570	PUBFAC LNDSACP SVC-NOV	0.00	2,509.06
1011	96381	12/19/19	4522	NISSHO OF CALIFORNIA	20375007510	MID#33 LNDSACP SVC-NOV	0.00	3,232.66
1011	96381	12/19/19	4522	NISSHO OF CALIFORNIA	20875007580	CRT LNDSACP SVC-NOV	0.00	6,538.11
TOTAL CHECK							0.00	27,104.75
1011	96382	12/19/19	54	1 STOP TONER & INKJET, L	50900007700	TONER/COLOR TNR-PL	0.00	219.07
1011	96382	12/19/19	54	1 STOP TONER & INKJET, L	00165006510	TONER/COLOR TNR-ENG	0.00	219.08
1011	96382	12/19/19	54	1 STOP TONER & INKJET, L	00165006520	TONER/COLOR TNR-PW	0.00	219.08
TOTAL CHECK							0.00	657.23
1011	96383	12/19/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1715.03/738 CASTRO ST	0.00	250.00
1011	96383	12/19/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1716.03/330 CEDROS AV	0.00	250.00
1011	96383	12/19/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1717.34/652 STEVENS	0.00	250.00
1011	96383	12/19/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	B190532/948 SESTRELLA	0.00	300.00
1011	96383	12/19/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	DRP19008/FORD AVENUE	0.00	300.00
1011	96383	12/19/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1718.04/208 PACIFIC	0.00	375.00
1011	96383	12/19/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1718.23/431 MRVIEW LN	0.00	375.00
1011	96383	12/19/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1717.14/986 AVOCDO PL	0.00	500.00
1011	96383	12/19/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1717.14/986 AVOCDO PL	0.00	500.00
1011	96383	12/19/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	DRP19006/838 ACADEMY	0.00	600.00
1011	96383	12/19/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	DRP19007/970 AVOCDO P	0.00	600.00
1011	96383	12/19/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	B190532-948 SANTA EST	0.00	450.00
TOTAL CHECK							0.00	4,750.00
1011	96384	12/19/19	5362	PATRICIA LETTS	12050005460	2019 GYM RIEMB ADJ	0.00	11.11
1011	96384	12/19/19	5362	PATRICIA LETTS	12050005460	2019 GYM RIEMB	0.00	468.89
TOTAL CHECK							0.00	480.00
1011	96385	12/19/19	4853	PINPOINT PEST CONTROL CO	00165006540	BEE RMVL-736 STEVENS	0.00	250.00
1011	96385	12/19/19	4853	PINPOINT PEST CONTROL CO	00165006540	BEE RML-390 LOM SNTA	0.00	185.00
TOTAL CHECK							0.00	435.00
1011	96386	12/19/19	1087	PREFERRED BENEFIT INS AD	00150005400	ADMIN FEE-DEC 19	0.00	2.25
1011	96386	12/19/19	1087	PREFERRED BENEFIT INS AD	001	EE TIMING-DEC 19	0.00	-134.90
1011	96386	12/19/19	1087	PREFERRED BENEFIT INS AD	001	DENTAL-DEC 19	0.00	2,588.20
TOTAL CHECK							0.00	2,455.55
1011	96387	12/19/19	2260	REDFLEX TRAFFIC SYSTEMS,	00165006540	RED LIGHT CAMERA-NOV	0.00	7,158.00
1011	96388	12/19/19	4080	JENNIFER REED	00150005350	ADMIN SVC-NOV	0.00	404.25
1011	96389	12/19/19	141	SANTA FE IRRIGATION DIST	20475007520	005979029 10/16-12/16	0.00	1,100.17

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1011	96390	12/19/19	169	SDG&E CO INC	55000007750	SEA CCA SVC-OCT	0.00	2,264.22
1011	96391	12/19/19	1459	JASON SHOOK	12050005460	2019 GYM RIEMB	0.00	480.00
1011	96392	12/19/19	3199	SOUTH COAST EMERGENCY VE	00160006120	POWER MODULE CZTNG	0.00	947.91
1011	96393	12/19/19	2858	STEVE KERR	12050005460	2019 GYM REIMBURSMNT	0.00	150.00
1011	96394	12/19/19	5699	SUNBELT RENTALS, INC.	00170007110	TREE LGHTNG-LIFT	0.00	458.23
1011	96395	12/19/19	5704	THE HOME DEPOT PRO	00165006570	BLEACH/LINERS	0.00	516.63
1011	96395	12/19/19	5704	THE HOME DEPOT PRO	00165006560	BLEACH/LINERS	0.00	516.64
TOTAL CHECK							0.00	1,033.27
1011	96396	12/19/19	2097	UT SAN DIEGO - NRTH COUN	00150005150	ORD 505	0.00	891.71
1011	96396	12/19/19	2097	UT SAN DIEGO - NRTH COUN	00150005150	ORD 504	0.00	3,210.17
TOTAL CHECK							0.00	4,101.88
1011	96397	12/19/19	30	VERIZON WIRELESS-SD	00150005450	IT CELL 10/24-11/23	0.00	152.04
1011	96397	12/19/19	30	VERIZON WIRELESS-SD	21100007600	PW CELL 11/02-12/01	0.00	2.45
1011	96397	12/19/19	30	VERIZON WIRELESS-SD	50900007700	PW CELL 11/02-12/01	0.00	2.45
1011	96397	12/19/19	30	VERIZON WIRELESS-SD	00165006540	PW CELL 11/02-12/01	0.00	9.81
1011	96397	12/19/19	30	VERIZON WIRELESS-SD	00165006560	PW CELL 11/02-12/01	0.00	9.81
1011	96397	12/19/19	30	VERIZON WIRELESS-SD	00165006520	PW CELL 11/02-12/01	0.00	12.26
1011	96397	12/19/19	30	VERIZON WIRELESS-SD	00165006530	PW CELL 11/02-12/01	0.00	12.26
1011	96397	12/19/19	30	VERIZON WIRELESS-SD	00165006510	PW CELL 11/02-12/01	0.00	12.27
1011	96397	12/19/19	30	VERIZON WIRELESS-SD	00160006120	FIRE CELL 10/29-11/28	0.00	205.80
1011	96397	12/19/19	30	VERIZON WIRELESS-SD	27060006120	FIRE IPAD 10/29-11/28	0.00	114.03
1011	96397	12/19/19	30	VERIZON WIRELESS-SD	00160006120	BC CELL 10/29-11/28	0.00	66.59
TOTAL CHECK							0.00	599.77
1011	96398	12/19/19	3769	RIMGA VISKANTA	12050005460	2019 GYM REIME	0.00	304.61
1011	96399	12/19/19	5772	ZOLL MEDICAL CORPORATION	27060006120	CSA17 CRDIAC MNTRS	0.00	8,900.69
1011	96399	12/19/19	5772	ZOLL MEDICAL CORPORATION	27060006120	CSA17 CRDIAC MNTRS	0.00	108,787.31
TOTAL CHECK							0.00	117,688.00
1011	96400	12/23/19	5808	JOHN VENABLE	001	RFND-SBGR368/609 GLEN	0.00	17,935.50
1011	96401	12/23/19	5560	JOSEPH PENNELL	12050005460	2019 GYM RIEMB	0.00	480.00
1011	96402	12/23/19	4841	VANESSA RIVERA	12050005460	2019 GYM RIEMB	0.00	419.88
1011	96403	12/23/19	5037	US BANK PARS ACCOUNT #67	660	FY2020 OPEB OBLIGATIO	0.00	-198,000.00
1011	96403	12/23/19	5037	US BANK PARS ACCOUNT #67	165	PNSN STBLZN RSDL 1011	0.00	979.64
1011	96403	12/23/19	5037	US BANK PARS ACCOUNT #67	660	FY2020 OPEB OBLIGATIO	0.00	198,000.00
1011	96403	12/23/19	5037	US BANK PARS ACCOUNT #67	16053005360	FY2020 OPEB OBLIGATIO	0.00	198,000.00
1011	96403	12/23/19	5037	US BANK PARS ACCOUNT #67	165	FY2019 PENSION STBLZN	0.00	622,744.00
TOTAL CHECK							0.00	821,723.64
1011	96404	12/23/19	4933	GREGORY WADE	12050005460	2019 FYM REIME	0.00	480.00

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1011	V900074	12/19/19	5504	ALL CITY MANAGEMENT SERV	001	CRSSNG GRD10/06-10/19	0.00	-4,638.40
1011	V900074	12/19/19	5504	ALL CITY MANAGEMENT SERV	001	CRSSNG GRD10/20-11/02	0.00	-4,638.40
1011	V900074	12/19/19	5504	ALL CITY MANAGEMENT SERV	001	CRSSNG GRD11/03-11/16	0.00	-4,174.56
1011	V900074	12/19/19	5504	ALL CITY MANAGEMENT SERV	001	CRSSNG GRD11/17-11/30	0.00	-2,319.20
1011	V900074	12/19/19	5504	ALL CITY MANAGEMENT SERV	00165006540	CRSSNG GRD11/17-11/30	0.00	1,248.80
1011	V900074	12/19/19	5504	ALL CITY MANAGEMENT SERV	00165006540	CRSSNG GRD11/03-11/16	0.00	2,247.84
1011	V900074	12/19/19	5504	ALL CITY MANAGEMENT SERV	00165006540	CRSSNG GRD10/06-10/19	0.00	2,497.60
1011	V900074	12/19/19	5504	ALL CITY MANAGEMENT SERV	00165006540	CRSSNG GRD10/20-11/02	0.00	2,497.60
1011	V900074	12/19/19	5504	ALL CITY MANAGEMENT SERV	00165006540	CRSSNG GRD11/17-11/30	0.00	2,319.20
1011	V900074	12/19/19	5504	ALL CITY MANAGEMENT SERV	00165006540	CRSSNG GRD11/03-11/16	0.00	4,174.56
1011	V900074	12/19/19	5504	ALL CITY MANAGEMENT SERV	00165006540	CRSSNG GRD10/20-11/02	0.00	4,638.40
1011	V900074	12/19/19	5504	ALL CITY MANAGEMENT SERV	00165006540	CRSSNG GRD10/06-10/19	0.00	4,638.40
TOTAL CHECK							0.00	8,491.84
1011	V900075	12/19/19	4600	KYLE KOSZEWNIK	12050005460	2019 GYM RIEMB	0.00	409.93
1011	V900076	12/19/19	13	SOLANA BEACH FIREFIGHTER	001	FD DUES PD 12/27/19	0.00	913.50
1011	V900077	12/19/19	5172	JULIETTE THAYER	12050005460	2019 GYM RIEMB	0.00	468.89
1011	V900077	12/19/19	5172	JULIETTE THAYER	12050005460	2019 GYM REIMB ADJ	0.00	11.11
TOTAL CHECK							0.00	480.00
1011	V900078	12/19/19	5019	TIFFANY WADE	12050005460	2019 GYM RIEMB	0.00	320.00
TOTAL CASH ACCOUNT							0.00	1,087,081.20
TOTAL FUND							0.00	1,087,081.20
TOTAL REPORT							0.00	1,087,081.20



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: January 22, 2020
ORIGINATING DEPT: Finance
SUBJECT: Report on Changes Made to the General Fund Adopted Budget for Fiscal Year 2019/20

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 January 8, 2020.

DISCUSSION:

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

GENERAL FUND - ADOPTED BUDGET PLUS CHANGES As of January 8, 2020						
Action	Description	Revenues	Expenditures	Transfers from GF		Net Surplus
Reso 2019-085	Adopted Budget	19,357,000	(19,141,500)	(151,100)	(1)	\$ 64,400
	(1) Transfers to:					
	Debt Service for Public Facilities		151,100			
				151,100		

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA

FISCAL IMPACT:

N/A

COUNCIL ACTION:

WORK PLAN:

N/A

OPTIONS:

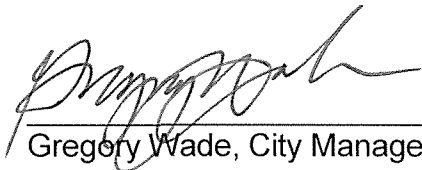
- Receive the report.
- Do not accept the report

DEPARTMENT RECOMMENDATION:

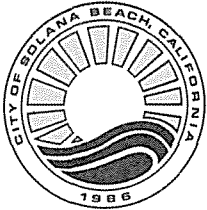
Staff recommends that the City Council receive the report listing changes made to the FY 2019-2020 General Fund Adopted Budget.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Greg Wade, City Manager
MEETING DATE: January 22, 2020
ORIGINATING DEPT.: City Clerk / Finance Departments
SUBJECT: **Council Consideration of Resolution 2020-014 Approving New Leases for Replacement Office Equipment**

BACKGROUND:

The purpose of this report is to address replacement options for three pieces of office equipment that are at the end, or nearing the end, of their respective 60-month leases. This equipment provides for the main copying/scanning/printing operations around City Hall. Xerox has been a preferred vendor for these multifunction printers due to their service response, productivity, user functionality, and the ability to utilize pricing/bidding which is pre-negotiated through The Cooperative Purchasing Network (TCPN)/ National Information Assurance Partnership (NIAP) cooperative agreement.

This office equipment services approximately 34 Staff at City Hall and approximately 5-7 Staff who visit City Hall. This equipment is a critical function of Staff's intricate workload as it provides efficiency in producing electronic documents, copying and printing documents, and managing documents.

This item is before City Council to consider adopting Resolution 2020-014 approving new leases for replacement office equipment.

DISCUSSION:

Three Xerox copier/printer/scanner machines are noted below with their locations, lease status, and recommended replacements:

Xerox W7830PT: Copier Location –1st Floor City Hall City Clerk Copy Room

The lease was entered into November 2014 and expired November 2019. This model provides black/white as well as color options for copies/prints/scans and serves as the copier/printer/scanner for the City Clerk's office area. Copying/printing/scanning is used

CITY COUNCIL ACTION:

continuously by the City Clerk's department as well as other departments from the 1st floor and personnel from other locations, Fire, Recreation and Marine Safety.

Xerox W7830PT: Copier Location – 2nd Floor City Hall Finance Copy Room

This lease was entered into February 2015 and will expire next month. This equipment is the same product as the City Clerk's copier mentioned in the prior paragraph. This machine is used by the entire 2nd floor serving about half of the number of people as downstairs.

Xerox D95CP: Copier Location – 1st Floor Engineering/Planning Copy Room

This lease was entered into February 2016 and will expire next February 2021. This equipment is the lower end of Xerox's high-production models. The City uses this equipment for major projects including the Council Meeting agenda packet. This equipment is a black/white production copier/printer with the ability to scan in color. This machine is used primarily by the 1st floor but used by various Staff for large production jobs due to its speed.

The goal of selecting office equipment includes assessing equipment quality and performance, service response and effectiveness, usability, and overall functionality. To date, Staff's experience with office equipment that meets the City's operational needs best has been using Xerox Corp. that has provided the most comprehensive performance of consistency and reliability in functionality and service. Therefore, it is recommended to replace the expiring equipment with Xerox products.

Current Equipment	Xerox W7830PT	Xerox W7830PT	Xerox D95CP Production
Equipment Location:	1st Floor City Hall City Clerk Copy Room	2 nd Floor City Hall Finance Copy Room	1st Floor City Hall Engineering/Planning Copy Rm
Current Lease:	November 2014 - 2019	February 2015 – 2020	February 2016 - 2021
Copy/Print/Scan:	Blk/Wht & Color for all 3	Blk/Wht & Color for all 3	Blk/Wht Copy/Print/Scan Color Scan
Recommended Replacement Equipment	Xerox Primelink C9060	Xerox Primelink C9060	Xerox Primelink C9070
Copy/Print/Scan:	Blk/Wht & Color for all 3	Blk/Wht & Color for all 3	Blk/Wht & Color for all 3

A comparison of the current and the proposed leases was conducted and based on the average number of copies per month over the last 12 months provided by Xerox. Cost comparisons provided in the Fiscal section are estimates due to the cost of the copy/print per page. In the past, Xerox provided a maximum number of black/white copies free of charge and then all overage was paid at a specified "click" charge (a "click" is any copy/print/scan job). Given our usage, we did not always benefit from this

pricing since some cost was built in for the free black/white copies. Xerox no longer utilizes this type of pricing for black/white copies. All copies are charged per click. The proposed equipment replacements will come with a change in pricing for black/white and color copies/prints. Additionally, the current D95 production machine only produces black/white copies/prints. This additional color copy/print location will benefit Staff that currently must wait for other equipment locations for color jobs.

For all three replacement recommendations, the change in models should not negatively affect current users since the familiarity with similar Xerox models will minimize the need for training and will streamline the transition. These models will mirror current functions, add some features at no additional cost, and greatly enhance color capability due to the change in technology over the last 5 years.

Current Xerox D95CP Early Trade-Out

The Xerox D95CP lease expires February 2021. There is a trade-out cost for changing equipment 12 months earlier than the end of term. Xerox provides an early trade-out of equipment that can provide enhanced technology at an earlier date than the end of the term as well as lessen any potential service issues that comes with aging equipment. Since this production machine is the most heavily used and has begun to require more calls for service, the options were reviewed to weigh that cost against changes in copy/print charges and the credit for leasing a third machine concurrently. The cost of the early trade-out is approximately \$150 per month, minus the \$60 per month credit when a third machine is leased, resulting in an estimated \$90 per month, or \$5,400 per year. Additionally, the savings in color printing, being reduced by 2 cents per page among all machines, will assist in offsetting some of this cost. The cost of the early trade-out will likely outweigh the potential cost of lost productivity associated with maintenance and downtime of this aging machine. In addition, it is much more efficient to have all three leases falling on a similar timeline rather than returning to Council in less than a year to revisit the lease for this equipment.

State Approved Bidder List

Xerox is currently an approved contractor on the California Multiple Award Schedule, which ensures the City receives the best pricing available to local government agencies. The California Multiple Award Schedule is equivalent to utilizing the State of California bid list, which is allowed by the City's ordinance. Therefore, Staff recommends leasing from Xerox as it offers the best combination of features, capability and overall value in product and service as well as an all-in-one solution.

Lease v. Purchase

As in the past, it is recommended to lease the equipment rather than purchase it, since the City receives better value and service over time. This is due to the ongoing maintenance requirements for this type of equipment in regular use, as well as the required supplies (toner, fusers, drum cartridge, waste container, and additional replacement parts). In addition, this equipment typically loses value due to ever improving technology, which outdates current equipment quickly. The lease option costs include automatic replacement programs of all supplies, including staples, which was not included in past leases resulting in a savings of approximately \$700 per year among

3 machines. The automatic replacement program of supplies has been quick and reliable.

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

FISCAL IMPACT:

Funds for the lease and copy charges are paid from the Support Services budget unit. A cost differentiation is provided below.

Current Xerox 7830s v. New Xerox C9060s:

	Current Equipment Costs		Proposed Equipment Costs
	1) Xerox W7830PT	2) Xerox W7830PT	Xerox Primelink C9060
	<i>1st Floor City Hall City Clerk Copy Room</i>	<i>2nd Floor City Hall Finance Copy Room</i>	<i>Both locations</i>
Monthly Lease Includes free impressions (scans)	\$203	\$185	\$375
Color Copies	\$0.0656 per click X Avg. Mos. 2,301 = \$150.95	\$0.0656 per click X Avg. Mos. 3,250 = \$213.20	\$0.0486 X Avg of 2 machines = 2,775 = \$134.87
Black/Wht Copies decrease	0.0090 per click X Avg Mos. 3,326 = 29.93	\$0.0090 per click X Avg. Mos. 5,432 = \$48.89	\$0.0085 X Avg of 2 machines = 3,866 = \$32.87
Staples	Avg \$25 mos.	Avg \$25 mos.	\$0.00
Total Cost per month	\$408.88	\$472.09	\$542.74
Total Cost over 60-month lease	\$24,532	\$28,325	\$32,564 each

The Xerox Primelink C9060 recommended for City Hall's upstairs copy room and downstairs City Clerk's copy room are each estimated to cost an average of \$102.26

more per month for each machine. The estimated total for each machine is \$32,564 over each 60-month lease.

Current Xerox 7830 v. New Xerox C9070:

	Current Equipment Costs	Proposed Equipment Costs
	Xerox D95CP Production	Xerox Primelink 9070
	1st Floor City Hall Engin/Planning Copy Room	Same
Monthly Lease Includes free impressions (scans)	\$515	\$455
Color Copies/Prints	n/a this machine does not have color	\$0.0486 Unknown estimate, but will offset costs from other color machines
Black/Wht Copies decrease	0.0077 per click X Avg Mos. 11,402 = 87.80	0.0085 per click X Avg Mos. 11,402 = 96.91
Staples	Avg \$25 mos.	\$0.00
	n/a	Trade-In Early Cost \$150 - \$60 (credit for 3rd machine) = \$90 per month
Total Cost per month	\$640	\$642
Total Cost over 60-month lease	\$38,400	\$38,520

The Xerox Primelink C9070 recommended for City Hall's downstairs Engineering/Planning copy room is estimated to cost and additional \$1.42 per month, for an estimated total of \$38,520 over the 60-month lease.

60-months total cost for 3 copier/printer/scanner machines

Xerox Primelink 9060	City Hall Upstairs Copy Room	\$32,564
Xerox Primelink 9060	City Hall Downstairs Clerk Copy Room	\$32,564
Xerox Primelink 9070	City Hall Downstairs Eng./Pln. Copy Rm	\$38,520

WORK PLAN: N/A

OPTIONS:

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

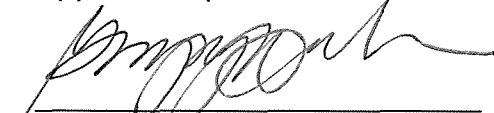
DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2020-014:

1. Authorizing the City Manager to enter into a contract with Xerox Corporation for 60-month term leases for two Xerox Primelink 9060.
2. Authorize the City Manager to enter into a contract with Xerox Corporation for a 60-month term leases for a Xerox Primelink C9070.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager

Attachments:

1. Resolution 2020-014
2. Xerox Analysis of 12 months of Current Equipment
3. Xerox Proposal

RESOLUTION 2020-014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE FOR A XEROX PRIMELINK 9070 AND TWO XEROX PRIMELINK 9060 COPIER/PRINTER/SCANNERS

WHEREAS, two copier/printer/scanner Xerox W7830PT's have passed or are at their final month of a 60-month lease and require new lease terms and replacement equipment; and

WHEREAS, a copier/printer/scanner Xerox D95CP machine is in its 48th month of a 60-month lease term; and

WHEREAS, the D95CP is showing its use and would benefit from a replacement sooner than later and that Xerox has proposed an early lease negotiation to make this replacement at this time; and

WHEREAS, the proposed new equipment, two Xerox Primelink 9060 machines and one Xerox Primelink 9070 machine, will all result in higher copy/print/scan quality and operational efficiency at a nominal or reasonable increase in cost; and

WHEREAS, Xerox Corp. is the current City vendor and on the California Multiple Award Schedule, which allows the City to piggyback the State in qualifying vendors without bidding.

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

1. Above recitations are true and correct.
2. That the City Manager is authorized to enter into a contract with Xerox for a two 60-month leases at a cost of \$375.00 per month, plus copies.
3. That the City Manager is authorized to enter into a contract with Xerox for a 60-month lease at a cost of \$455.00 per month, plus copies.

PASSED AND ADOPTED this 22nd day of January 2020 at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

JEWEL EDSON, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

CITY OF SOLANA BEACH

635 S HIGHWAY 101

SOLANA BEACH CA 92075

Equipment		Maintenance							Billing/Admin				
Product	Accessories	CPC	Fixed	Pooling ID	Service Discount	Meter Reconciliation	Page Usage	Service Usage	Billing Freq	Future Price Chg Dt	Credit	PO# (Exp Dt)	Reference Info
1.W7830PT S/N:MX1207655	- OFC FINISHER LX(OFCFINRLX) - XC WC7830 INITIALIZATION(UX1) - OFCFINRLX(XLN) - BOOKMAKER 2/3 HOLE PUNCH(FINLX-3HP)	C: Lease Combined CPC	No	000000000	none	Monthly	N/A	N/A	Monthly		60+ Aging :\$0.00		cust.:719891285 xeep:957628167 Status: duns :193774809 Sale Type Lease
2.D95CP S/N:BG2951506	- SPD BADGE ID 95A CPS(BY0) - D4 STAPLER FINISHER 2-3(MLA117930) - BYPASS CHUTE(BYPASS) - 100 PPM KIT(100PPMKIT) - NON-SECURE ACCESS INSTAL(INSTSTD) - FCW UI ENGLISH(XRR928358)	C: Lease Combined CPC	No	000000000	none	Monthly	N/A	N/A	Monthly		60+ Aging :\$0.00		cust.:712019462 xeep:952708543 Status: duns :193774809 Sale Type Lease
3.W7830PT S/N:MX1208344	- OFC FINISHER LX(OFCFINRLX) - XC WC7830 INITIALIZATION(UX1) - OFCFINRLX(XLN) - BOOKMAKER 2/3 HOLE PUNCH(FINLX-3HP)	C: Lease Combined CPC	No	000000000	none	Monthly	N/A	N/A	Monthly		60+ Aging :\$0.00		cust.:722949195 xeep:950039081 Status: duns :193774809 Sale Type Lease

Total Cost of Operation

Product	Financial Install Date	Equipment Status	Monthly Equipment Charge	Monthly Service Charge	Extended Service	Monthly Fixed Costs	Period	Meter	Volume Band	Per Print Rate	Average Monthly Volume	Average Vol Above Plan	Meter Charges	Includes Supplies	Total (pre-tax)
1.W7830PT S/N:MX1207655	12/16/14	Leased 59 of 60	\$203.24	included	\$0.00	\$203.24	12/21/18 to 10/21/19	1:BW 2: CLR	0 0	\$0.0090 \$0.0656	3,326 2,301	3,326 2,301	\$29.93 \$150.95	yes	\$384.12
2.D95CP S/N:BG2951506	03/22/16	Leased 44 of 60	\$515.25	included	\$0.00	\$515.25	12/21/18 to 10/21/19	1:TOTAL	0	\$0.0077	11,402	11,402	\$87.80	yes	\$603.05
3.W7830PT S/N:MX1208344	03/12/15	Leased 56 of 60	\$185.24	included	\$0.00	\$185.24	12/21/18 to 10/21/19	1:BW 2: CLR	0 0	\$0.0090 \$0.0656	5,432 3,250	5,432 3,250	\$48.89 \$213.20	yes	\$447.33
Total						\$903.73							\$530.77		\$1,434.50

Meter Invoices

Serial Number	Invoice Number	Invoice Date	Invoice Total Amt (inc.tax)	Date	Starting Meter Reads				Ending Meter Reads					Overage Rates				
					Meter 1	Meter 2	Meter 3	Meter 4	Date	Meter 1	Meter 2	Meter 3	Meter 4	Estimated	Meter 1	Meter 2	Meter 3	Meter 4
1	MX1207655	095944740	\$350.33	12/21/18	202062	136152	0	0	01/21/19	206254	137435	0	0	N	0.009	0.0656	0	0
1	MX1207655	096229540	\$624.57	01/21/19	206254	137435	0	0	02/21/19	213608	142164	0	0	N	0.009	0.0656	0	0
1	MX1207655	096533197	\$343.35	02/21/19	213608	142164	0	0	03/21/19	215942	143603	0	0	N	0.009	0.0656	0	0
1	MX1207655	096813138	\$380.62	03/21/19	215942	143603	0	0	04/21/19	217957	145613	0	0	N	0.009	0.0656	0	0
1	MX1207655	097116269	\$508.93	04/21/19	217957	145613	0	0	05/21/19	220842	149319	0	0	N	0.009	0.0656	0	0
1	MX1207655	097388797	\$434.03	05/21/19	220842	149319	0	0	06/21/19	224160	151906	0	0	N	0.009	0.0656	0	0
1	MX1207655	097701537	\$405.56	06/21/19	224160	151906	0	0	07/21/19	227305	154114	0	0	N	0.009	0.0656	0	0
1	MX1207655	097999788	\$322.44	07/21/19	227305	154114	0	0	08/21/19	228599	155400	0	0	N	0.009	0.0656	0	0
1	MX1207655	098275169	\$411.44	08/21/19	228599	155400	0	0	09/21/19	232642	157568	0	0	N	0.009	0.0656	0	0
1	MX1207655	098578497	\$357.54	09/21/19	232642	157568	0	0	10/21/19	235325	159160	0	0	N	0.009	0.0656	0	0

ATTACHMENT 2

2	BG2951506	095944738	02/01/19	\$632.38	12/21/18	516626	0	0	0	01/21/19	526860	0	0	0	N	0.007	0	0	0
2	BG2951506	096229538	03/01/19	\$639.28	01/21/19	526860	0	0	0	02/21/19	538009	0	0	0	N	0.007	0	0	0
2	BG2951506	096533195	04/01/19	\$625.63	02/21/19	538009	0	0	0	03/21/19	547347	0	0	0	N	0.007	0	0	0
2	BG2951506	096813136	05/01/19	\$679.27	03/21/19	547347	0	0	0	04/21/19	563797	0	0	0	N	0.007	0	0	0
2	BG2951506	097116268	06/01/19	\$693.08	04/21/19	563797	0	0	0	05/25/19	582078	0	0	0	N	0.007	0	0	0
2	BG2951506	097448614	07/02/19	\$651.95	05/25/19	582078	0	0	0	06/30/19	594907	0	0	0	N	0.007	0	0	0
2	BG2951506	097701536	08/01/19	\$621.04	06/30/19	594907	0	0	0	07/21/19	602844	0	0	0	N	0.0077	0	0	0
2	BG2951506	097999786	09/01/19	\$594.84	07/21/19	602844	0	0	0	08/21/19	607623	0	0	0	N	0.0077	0	0	0
2	BG2951506	098275167	10/01/19	\$655.41	08/21/19	607623	0	0	0	09/21/19	619702	0	0	0	N	0.0077	0	0	0
2	BG2951506	098578495	11/01/19	\$645.97	09/21/19	619702	0	0	0	10/21/19	630644	0	0	0	N	0.0077	0	0	0
3	MX1208344	095944741	02/01/19	\$461.71	12/21/18	224659	131576	0	0	01/21/19	232094	134264	0	0	N	0.009	0.0656	0	0
3	MX1208344	096229541	03/01/19	\$521.72	01/21/19	232094	134264	0	0	02/21/19	238401	137956	0	0	N	0.009	0.0656	0	0
3	MX1208344	096533198	04/01/19	\$628.31	02/21/19	238401	137956	0	0	03/21/19	243570	143312	0	0	N	0.009	0.0656	0	0
3	MX1208344	096813139	05/01/19	\$689.61	03/21/19	243570	143312	0	0	04/21/19	249674	149407	0	0	N	0.009	0.0656	0	0
3	MX1208344	097116270	06/01/19	\$421.40	04/21/19	249674	149407	0	0	05/21/19	256773	151571	0	0	N	0.009	0.0656	0	0
3	MX1208344	097388798	07/01/19	\$646.51	05/21/19	256773	151571	0	0	06/21/19	266852	156511	0	0	N	0.009	0.0656	0	0
3	MX1208344	097701538	08/01/19	\$352.70	06/21/19	266852	156511	0	0	07/21/19	270380	158193	0	0	N	0.009	0.0656	0	0
3	MX1208344	097999789	09/01/19	\$358.87	07/21/19	270380	158193	0	0	08/21/19	274434	159890	0	0	N	0.009	0.0656	0	0
3	MX1208344	098275170	10/01/19	\$349.24	08/21/19	274434	159890	0	0	09/21/19	276424	161734	0	0	N	0.009	0.0656	0	0
3	MX1208344	098578498	11/01/19	\$389.69	09/21/19	276424	161734	0	0	10/21/19	278977	164073	0	0	N	0.009	0.0656	0	0

Additional Serial Numbers

Serial Number	Market Code	Customer Number	Customer Name	Install Address	XEEP Number	Noteminder	Site Duns	Page Usage	Service Usage	
<input checked="" type="checkbox"/> <u>BG2951506</u>	D95CP	712019462	CITY OF SOLANA	635 S HIGHWAY 101	SOLANA BEACH CA 92075	952708543	# 44 of 60	193774809	N/A	N/A
<input checked="" type="checkbox"/> <u>MX1208344</u>	W7830PT	722949195	SOLANA BEACH CITY OF	635 S HIGHWAY 101	SOLANA BEACH CA 92075	950039081	# 56 of 60	193774809	N/A	N/A

December 18, 2019
MS Angela Ivey
City of Solana Beach
635 South Highway 101,
Solana Beach, CA, 92075

xerox

BASSEM ELSAYEH
San Diego Region
Production Solutions
Executive
Bassem.elsayeh@xerox.com
(619) 847-4886

Dear MS Ivey:

Our proposal to supply a document solution

Further to our recent discussions, I am pleased to enclose our proposal to provide the City of Solana Beach with the recommended solution. I have suggested this particular system because I believe that it fully meets your stated requirements while offering:

- The power and performance you need to satisfy your department's document requirements now and in the future.
- Superior quality output with every job - more accurate color and faster productivity
- An ease of use, versatility and built-in reliability that will enhance productivity throughout the workgroup
- Improved cost control and easy device management
- Excellent security

About Xerox

Xerox Corporation is a technology leader that innovates the way the world communicates, connects and works. We understand what's at the heart of sharing information - and all of the forms it can take. We embrace the integration of paper and digital, the increasing requirement for mobility, and the need for seamless integration between work and personal worlds. Every day, our innovative print technologies and intelligent work solutions help people communicate and work better. Discover more at www.xerox.com and follow us on Twitter at @Xerox.

I hope that the proposal meets with your satisfaction and I look forward to your order. In the meantime, if you have any questions or if anything is unclear then please contact me or any member of my team.

Yours sincerely,



BASSEM ELSAYEH



Proposal prepared for:

City of Solana Beach

Date: December 18, 2019

Tel: (619)847-4886

E-mail: bassem.elsayeh@xerox.com

xerox™

ATTACHMENT 4

Our understanding of your requirements

Further to recent discussions, we understand that you would like to bring about improvements to the way that you work with documents in your organization.

Specifically, you have indicated that:

1. Your 7830 in finance has become unreliable and needs replacing.
2. You would like improved color quality and capabilities
3. Members of your team often deal with sensitive information, which means that good security is essential.
4. You would like a Full Service Maintenance agreement with 24-hour hotline support.
5. You need the following automatic document finishing functions: stapling, hole punching, V-folding, etc.

Our proposed solution

Xerox® PrimeLink® C9070 Printer

Productive. Scalable. Professional-Grade.

The Xerox® PrimeLink® C9070 Printer delivers the most adaptable capabilities on the market. From superior image quality and unmatched media flexibility to professional-grade finishing, automation and security, it takes entry level to the next level.

Key Features

- Up to 70 ppm color, 75 ppm mono
- Up to 2400 x 2400 dpi superior image quality
- Broad media capabilities, 350 gsm, XLS banner 26"/ 660 mm
- Extensive, easy-to-navigate, professional-grade finishing capabilities
- Additional 3rd party finishing capabilities
- Super-fast 270 ipm color and black-and-white scanning
- Differentiated EFI DFEs including EX-c, EX-I and EX versions plus our own Xerox Integrated Color Server
- Improved solutions support, including office applications

Improve Your Image

PrimeLink, delivers uncompromising image quality from first print to last and delivers stunning output on every job, every time. With a resolution of 2400 x 2400 dpi, get outstanding fine-line detail and text with vivid images and smooth color transitions. Ensure the colors are the colors you want with embedded PANTONE® technologies including PANTONE® GOE and PANTONE® PLUS.

The combination of Xerox Emulsion Aggregation (EA) toner with ultra-low melt technology, +/- 1.2 mm front-to-back registration and Simple Image Quality Adjustment (SIQA) provides consistent quality from your first print to your last.

Work Smarter, Not Harder

The Xerox PrimeLink Printer increases your productivity with tools that make it easy to modernize the way you work with elevated office functions to scan/copy/fax/print more efficiently, go mobile with Print@printbyxerox.com, fast 270 ipm production-class scanner, and intuitively navigate with 10" HD touchscreen interface. Automate complex

tasks by simplifying tasks with Xerox App Gallery apps, control costs with Xerox Standard Accounting, and ensure easy setup with Xerox CenterWare IS embedded web server.

Get more done, more efficiently with advanced workflows for total transformation, Maximizing your investment with apps, including the ability to effortlessly translate documents, protect sensitive information, improve the way you educate, and protect and digitize patient data.

Start Strong, Finish Strong

PrimeLink delivers media latitude and finishing options that are best-in-class and unparalleled in an entry-level device.

Print on specialty stocks and heavyweight stocks up to 350 gsm. Print up to 26" (660 mm) with the Extra Long Sheet (XLS) capability up to 220 gsm. And print long runs without refilling the paper tray using high volume feeding options.

Finishing options are professional grade with options ranging from full-bleed trimmed booklets to punch, crease and fold.

Serve and Protect

PrimeLink uses advanced controls to secure devices and prevent unauthorized access with multiple layers of security including: data encryption, access controls, disk overwrite, and industry certifications.

Secure Print holds documents for release until you're ready to retrieve them and Secure Scanning includes password protection for PDFs and folders, as well as encryption for scanning to email securing and safeguarding documents and data.



Additional options for Xerox PrimeLink C9070 Color Printer

Xerox Business Ready Finisher Booklet Maker
Provides booklet making capability.

Xerox C/Z Fold Module
Produces Z-Fold, C-Fold and engineering Z-Fold.

The financial proposal

Configuration

Equipment	Quantity	60 months lease Pricing	Cost per Copy	Click only Current spend - no Staples	Click only Proposed spend - Staples included
Primelink 9070 - Business Ready booklet maker - C/Z Folder	1	\$455	Color: \$0.0486 Black: \$0.0085	\$87.80	\$96.91
D95 early Trade in cost - January 2020	1	\$150			
Primelink 9060 Business Ready finisher with booklet maker	1	\$403	Color: \$0.0486 Black: \$0.0085	\$180.88	\$140.55
Primelink 9060 Business Ready finisher	1	\$375	Color: \$0.0486 Black: \$0.0085	\$262.09	\$204.12
Total		\$1,383		\$530.77	\$441.48

Service contract

Included is our comprehensive service contract that includes Xerox consumables, staples, telephone support and on-site maintenance of your equipment. Training and professional services are also included in this quote.

Pricing based on State/local TCPN / NIAP cooperative contract.

These rates include supply of Cyan, Magenta, Yellow and Black toners, regardless of toner yield. This service contract covers parts, labor and travel. It includes the print engine and associated connection.



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: January 22, 2020
ORIGINATING DEPT: Engineering Department
SUBJECT: **Council Consideration of Resolution No. 2020-008 Awarding a Construction Contract for Americans with Disability Act (ADA) Pedestrian Ramps**

BACKGROUND:

At the December 5, 2018 City Council meeting, the City Council authorized a Community Development Block Grant (CDBG) Funding application for Americans with Disabilities Act (ADA) pedestrian ramp improvements at various public street intersections. The County of San Diego approved funding for the Fiscal Year (FY) 2019/20 CDBG improvement project and issued a notice to proceed on September 27, 2019.

Staff prepared the construction documents for the construction of several pedestrian ramps and advertised the project for competitive bidding. The locations for pedestrian ramps included in the bid are listed in Attachment 2.

This item is before the City Council to consider approving Resolution 2020-008 (Attachment 1) awarding a construction contract to the lowest responsible and responsive bidder, Miramar General Engineering, for the construction of ADA pedestrian ramps at various locations.

DISCUSSION:

On December 18, 2019, eight bids for ADA Pedestrian Ramps, Bid No. 2019-08, were received and publicly opened by the City Clerk. The bid results are listed on the table on the following page.

CITY COUNCIL ACTION:

Bid Results

Contractors	Base Bid
Miramar General Engineering	\$52,100
L.C. Paving & Sealing	\$66,790
Portillo Concrete	\$68,000
Ray White Cement	\$70,730
PAL General Engineering	\$79,500
A.B. Hashmi	\$81,100
Blue Pacific Engineering & Construction	\$84,500
Tri-Group Construction	\$96,000

The lowest bid submitted by Miramar General Engineering was found to be complete and responsive to the bid specifications. Miramar General Engineering has successfully completed previous street improvements for the City. Staff is recommending that Miramar General Engineering be awarded the construction contract. The contract duration is 15 working days (three weeks) and Staff anticipates the project to be completed in late March or early April 2020.

CEQA COMPLIANCE STATEMENT:

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

FISCAL IMPACT:

The City received County approval for \$69,996 in CDBG funds for FY 2019/20. The total project budget totals \$60,325, which would be appropriated with the attached resolution. In addition to the \$52,100 contract amount, Staff is recommending a construction contingency of \$8,000 for unforeseen conditions and unanticipated changes, for a total construction budget of \$60,100. The project has already incurred \$225 in advertising costs for the public hearing, bringing the total project budget to \$60,325. The City will request that unexpended CDBG funds be carried over to a future year.

WORK PLAN:

This project is not identified in the FY 2019/20 Work Plan.

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2020-008:

1. Awarding the construction contract to Miramar General Engineering in the amount of \$52,100 for the ADA Pedestrian Ramps, Bid No. 2019-08.
2. Approving an amount of \$8,000 for construction contingency.
3. Authorizing the City Manager to execute the construction contract on behalf of the City.
4. Authorizing the City Manager to approve cumulative change orders up to the construction contingency amount.
5. Appropriating \$60,325 to the Federal Grants revenue account and to the ADA Pedestrian Ramps CIP project, both in the CDBG fund.
6. Authorizing the City Treasurer to amend the FY 2019/20 Adopted Budget accordingly.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution No. 2020-008
2. List of ADA Ramp Locations

RESOLUTION 2020 - 008

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

WHEREAS, on December 5, 2018, the City Council authorized a Community Development Block Grant (CDBG) application for Americans with Disabilities Act (ADA) pedestrian ramp improvements; and

WHEREAS, the City of Solana Beach has received approval from the County of San Diego Department of Housing and Community Development for a CDBG improvement project in the amount of \$69,996; and

WHEREAS, on December 18, 2019, eight bids for ADA Pedestrian Ramps, Bid No. 2018-05, were received and publicly opened by the City Clerk. At that time, it was determined that Miramar General Engineering was the apparent low bidder with a construction estimate of \$52,100, and it was determined Miramar General Engineering's bid was complete and responsive to the bid specifications; and

WHEREAS, Staff recommends a contingency of \$8,000 for unforeseen changes.

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

1. That the above recitations are true and correct.
2. That the City Council awards the construction contract to Miramar General Engineering, in the amount of \$52,100 for the ADA Pedestrian Ramps, Bid No. 2019-08.
3. That the City Council approves an amount of \$8,000 for construction contingency.
4. That the City Council authorizes the City Manager to execute the construction contract on behalf of the City.
5. That the City Council authorizes the City Manager to approve cumulative change orders up to the construction contingency amount.
6. That the City Council appropriates \$60,325 to the Federal Grants revenue account and to the ADA Pedestrian Ramps CIP project, both in the CDBG fund.

7. That the City Council authorizes the City Treasurer to amend the Fiscal Year 2019/20 Adopted Budget accordingly.

PASSED AND ADOPTED this 22nd day of January, 2020, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

JEWEL EDSON, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

LIST OF RAMP LOCATIONS

No.	Cross Streets		Corner	Ramp Type	Exist. S/W Width	Ramp Width
1	Lomas Santa Fe Dr	Cedros Ave	SE	Type C2 (2 ramps)	8.5'	4'
2	Lomas Santa Fe Dr	Cedros Ave	SW	Type A	9.5'	8'
3	Santa Elena	San Mario	NE	Type C1	5'	5'
4	Santa Elena	San Mario	SE	Type C1	5'	5'
5	Santa Sabina	San Mario	NE	Type C1	5'	5'
6	Santa Sabina	San Mario	SE	Type C1	5'	5'
7	Santa Marta	San Mario	NW	Type C1	5'	5'
8	Santa Marta	San Mario	SW	Type C1	5'	5'
9	Santa Camelia	Santa Petra	NW	Type C1	5'	5'
10	Santa Camelia	Santa Petra	NE	Type C1	5'	5'
11	Santa Camelia	Santa Petra	SW	Type C1	5'	5'
12	Santa Camelia	Santa Petra	SE	Type C1	5'	5'
13	Camino Ynez	Sun Valley Road	SW	Type C1	5'	6'
14	Camino Ynez	Sun Valley Road	SE	Type C1	5'	6'
15	Camino Santa Barbara	Sun Valley Road	SE	Type C1	5'	6'

Construct pedestrian ramps in accordance with the City of San Diego Standard Drawings, 2016 Edition.

Lomas Santa Fe Drive at Cedros Avenue southeast corner is to be a two curb ramp corner with each of two Type C2 ramps approximately centered with each existing crosswalk.

Lomas Santa Fe Drive at Cedros Avenue southwest corner is to be a one curb ramp corner with doublewide (8') ramp centered between crosswalks.



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: January 22, 2020
ORIGINATING DEPT: Community Development Department
SUBJECT: **Consideration of Resolution 2020-011 Authorizing the City Manager to Execute a Contractual Agreement with Tyler Technologies, Inc. for Software Services (MyCommunity Mobile App)**

BACKGROUND:

The City of Solana Beach contracted with Central Square (formerly Superior) to provide software as a service (SaaS) in 2017 to implement a permit tracking and complaint system for the Engineering, Fire, Finance and Community Development Departments. In 2018, the City launched the MyCommunity Mobile app which provides community information, as well as a portal to submit community complaints/issues such as graffiti, potholes, storm water issues and other code compliance violations electronically. In 2019, the City was notified that the MyCommunity Mobile app had been acquired by Tyler Technologies, Inc. from Central Square.

This item is before Council to consider approving Resolution 2020-011 (Attachment 1) authorizing the City Manager to execute a contractual agreement with Tyler Technologies, Inc. for SaaS (MyCommunity Mobile app).

DISCUSSION:

For the past two and a half years, the City has been in the process of implementing a comprehensive and integrated permit and inspection software system. In 2017, the City investigated various municipal permit tracking software systems and found the most suitable for the City's needs to be TRAKiT software and the MyCommunity Mobile app. Both software and app require an annual subscription and on-going maintenance agreement, however, due to Central Square selling the MyCommunity Mobile app to

COUNCIL ACTION:

Tyler Technologies, Inc., a new agreement is necessary to allow continued use and maintenance of the software.

Staff has prepared the attached resolution requesting City Council to authorize the City Manager to enter into an agreement with Tyler Technologies, Inc.

CEQA COMPLIANCE STATEMENT:

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

FISCAL IMPACT:

The funds for use and maintenance of the MyCommunity Mobile app are budgeted annually. Tyler Technologies has agreed to the same cost structure as originally approved, therefore, there would be no additional fiscal impact as part of this agreement.

WORK PLAN:

These efforts will further the implementation of Organizational Effectiveness Priority A.2 Online Software Permit Tracking System listed in the City's 2019-2020 Work Plan. Staff will be providing a report and metrics from the MyCommunity Mobile app during the 2020-2021 Work Plan update.

OPTIONS:

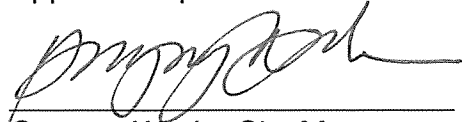
- Authorize Staff recommendation.
- Do not authorize Staff recommendation.
- Provide alternative direction to Staff.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2020-011 (Attachment 1) authorizing the City Manager to execute a Software as a Service Agreement with Tyler Technologies, Inc.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation

A handwritten signature in black ink, appearing to read 'Gregory Wade', is written over a horizontal line.

/Gregory Wade, City Manager

Attachments:

1. Resolution No. 2020-011
2. Draft Software as a Service Agreement (Tyler Technologies, Inc.)

RESOLUTION 2020-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACTUAL AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR SOFTWARE SERVICES (MYCOMMUNITY MOBILE APP)

WHEREAS, the City of Solana Beach contracted with Central Square (formerly Superior) to provide software as a service (SaaS) in 2017 to implement a permit tracking and complaint system; and

WHEREAS, in 2018, the City launched the MyCommunity Mobile app which provides community information, as well as a portal to submit community complaints/issues such as graffiti, potholes, storm water issues and other code compliance violation electronically; and

WHEREAS, in 2019, the City was notified that the MyCommunity Mobile app had been acquired by Tyler Technologies, Inc. from Central Square; and

WHEREAS, a new agreement with Tyler Technologies, Inc. is necessary to allow continued use and maintenance of the software.

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

1. That the foregoing recitations are true and correct.
2. That the City Manager is authorized to execute a contractual agreement with Tyler Technologies, Inc. for software services (MyCommunity Mobile app).

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 22nd day of January, 2020, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

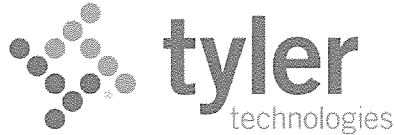
JEWEL EDSON, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Tyler holds itself out as having the ability to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, Client has the need for such products and services and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our Business Travel Policy that applies to Client is attached as Schedule 1 to Exhibit B, which will not be modified or changed without prior written consent of the Client.
- **“Client”** means City of Solana Beach, California.
- **“Data”** means your data necessary to utilize the Tyler Software or your data that Tyler has access to, including your customer data.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you dated _____, 2019, which is incorporated into the Investment Summary (Exhibit A hereto) or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **“Developer”** means Tyler or a third party who owns the intellectual property rights to Third Party Software. For purposes of this Agreement, Tyler represents that there is no Third Party Software because it owns the intellectual property rights to the products being sold to Client.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services

attached hereto as Exhibit A and incorporated fully herein by this reference.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy attached hereto as Exhibit B and incorporated fully herein by this reference.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement attached hereto as Exhibit C and incorporated fully herein by this reference.
- **“Support Call Process”** means the support call process applicable to all of our Clients who have licensed the Tyler Software, which is attached hereto as Schedule 1 to Exhibit C and incorporated fully herein by this reference.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable. Tyler represents and warrants that there are no Third Party Terms applicable to Client.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary. Tyler represents and warrants that no Third Party Hardware is identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware, which are not applicable to Client under this Agreement.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary. Tyler represents and warrants that no Third Party Software is identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means all proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you exceed the Defined Users or Data Storage Capacity, by more than 20% for two consecutive months, we reserve the right to charge you additional fees

commensurate with the overage(s) in the amounts specified in the Investment Summary.

3. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement or as may be required by law.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and the Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.

6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial

efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration shall be made immediately upon discovery of any event or circumstances reasonably indicating that any of your Data has been lost or damaged.

- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will immediately notify you in writing if we detect any unauthorized access to your Data or database(s). We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm, represent and warrant that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI

DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, we will notify you in writing immediately.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan, which is attached to this Agreement as Exhibit E and incorporated herein by this reference. We will finalize that documentation with you before execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you request additional services in writing, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote. We will not perform any additional services unless approved in writing by you in advance as evidenced by a signed addendum or change order.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed in writing to by you and us. Notwithstanding anything to the contrary in this Agreement, you shall only be required to provide us access that is consistent with applicable law.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts

to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);

8.2 provide telephone support during our established support hours;

8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to Clients who have a maintenance and support agreement in effect; and

8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. We represent and warrant that as of the Effective Date, Section D is inapplicable to Client.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you in good faith as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so. Nothing in this section is to be construed as a waiver of any rights that Client has by contract, at law or in equity to pursue other and all available remedies.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is one (1) year from January 1, 2020, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for up to four (4) additional one (1) year renewal terms at the SaaS Fees listed in the Investment Summary or at such revised rates as the parties may mutually agree in writing in advance at least sixty (60) days before renewal unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of thirty (30) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
 - 2.5 Termination for Convenience. You may terminate this Agreement at any time, without cause, and at no penalty, upon sixty (60) days written notice and payment of 100% of the SaaS Fees through the date of termination.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend (with counsel reasonably acceptable to you), indemnify and hold you and your agents, officials, and employees harmless from against any third party claim(s), losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) arising out of allegations that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any

resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is determined by a trier of fact to be based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 To the fullest extent permitted by applicable law, we will defend (with counsel reasonably acceptable to you), indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs), including personal injury or property damage, arising out of or related to: (a) our negligent acts or omissions or willful misconduct; (b) our violation of PCI-DSS requirements or a law applicable; (c) our performance or failure to perform under this Agreement; or (d) a security breach related to your Data resulting from our acts or omissions. You must notify us promptly in writing of the claim. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR**

FITNESS FOR A PARTICULAR PURPOSE.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1), G(2), H(17) OR H(18).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, UNLESS IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING EXCLUSION SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1), G(2), H(17) OR H(18).
6. **Insurance.**
 - 6.1. Tyler shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder and the results of that work by Tyler, 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 Client's Risk Manager.
 - 6.2. Tyler's liabilities, including but not limited to Tyler'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 Client 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.
 - 6.3. **Types and Amounts Required.** Tyler shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:
 - 6.3.1. **Commercial General Liability (CGL).** Tyler shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad as CG 00 01 which shall cover liability arising from any and all personal injury or property damage, including ongoing and completed operations, in the amount no less than \$2,000,000.00 per occurrence and subject to an annual aggregate of \$4,000,000.00. If limits apply separately to this project (CG 25 03 or 25 04) the general aggregate limit shall not apply. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy. If Tyler or subcontractor maintains higher limits than the limits shown above, the Client shall be entitled to coverage for the higher limits maintained by Tyler and/or their subcontractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Client. Any excess or umbrella policies being used to meet the required limits of insurance will be evaluated

separately and must meet the same qualifications as Tyler's primary policy.

6.3.2. Commercial Automobile Liability. Tyler shall maintain Commercial Automobile Liability Insurance for all of Tyler's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit no less than \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

6.3.3. Workers' Compensation. Tyler shall maintain Worker's Compensation insurance for all of Tyler's employees who are subject to this Agreement and to the extent required by applicable state or federal law, a Workers' Compensation policy providing statutory limits and at minimum \$1,000,000.00 employer's liability coverage. Tyler shall provide an endorsement that the insurer waives the right of subrogation against the Client and its respective elected officials, officers, employees, agents and representatives.

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

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

6.5. Additional Required Provisions. The commercial general liability, including any excess or umbrella policies being used to meet the required limits of insurance, and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

6.5.1. The Client, its officers, officials, employees, agents and representatives shall be named as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Tyler including materials, parts, or equipment furnished in connection with such work or operations. The Client'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 Client.

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

6.6. Verification of Coverage. Tyler shall furnish the Client with original certificates and amendatory endorsements effecting coverage required by this Section G(6), as well as a complete, certified copy of any general liability policy being used to meet the required limits of insurance, which shall include the declaration pages, a schedule of forms listing all policy endorsements, and all policy forms. The endorsements should be on forms approved by the Client or on other than

the Client's forms provided those endorsements conform to Client requirements. All certificates and endorsements are to be received and approved by the Client before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Client 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.

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

7.

8. Survival. The terms of this section G shall survive the termination or expiration of this Agreement.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. Each party agrees to provide the other with written notice within thirty (30) days of becoming aware of a dispute. Each party agrees to cooperate with the other in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with the other's appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment

concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, consent is not required for an assignment by either party as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the

following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon acknowledged receipt by receiver of email delivery; or (d) five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law, and all other information protected by applicable law ("Confidential Information"). The party receiving Confidential Information ("Receiving Party") of the other ("Disclosing Party") shall not, and shall cause its agents, officials and employees not to, use confidential information for any purpose except as necessary to implement, perform or enforce this Agreement or comply with its legal obligations. Receiving Party will use the same reasonable efforts to: (a) protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. The Receiving Party will not disclose or release Confidential Information to any third person without the prior written consent of the Disclosing Party, except for where required by law or for authorized employees or agents of the Receiving Party. Prior to disclosing the Confidential Information to its authorized employees or agents, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this Agreement. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable notice and opportunity to contest such disclosure or obtain a protective order. The non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the Receiving Party's receipt of that item. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the Receiving party; or
- (d) that is required to be disclosed under applicable law or is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request related to this Agreement, you will give us

prompt notice and otherwise perform the functions required by applicable law.

18. Security.

- (a) Implementation. Tyler will implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of Client's Data; (ii) protect against any anticipated threats or hazards to the security or integrity of Client's Data; and (iii) protect against unauthorized access to or use of Client's Data. Tyler will review and test such safeguards on no less than an annual basis.

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

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

defend, indemnify and hold Client harmless from and against all claims, actions, proceedings, losses, costs (including attorney fees and other charges) liabilities, damages, judgments, settlements, and/or court awarded attorney's fees resulting from, arising out of or related to a security or data breach unless the breach is proven to be caused solely by Client. The terms of this section shall survive termination of this Agreement. For purposes of this provision, "security breach" means any act or omission that compromises either the security, confidentiality, or integrity of confidential information or the physical, technical, administrative or organizational safeguards put in place by Tyler 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.

- (d) Notice and Remedy of Breaches. Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of this Section 18, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.
- (e) Enforcement. Each party acknowledges that any breach of any of the provisions of this Section 18 may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

- 19. Business License. At all times during the duration of this Agreement, we will obtain and maintain a local business license.
- 20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
- 21. Venue and Jurisdiction. Each party irrevocably (i) agrees that a California Superior Court in the County of San Diego or the United States District for the Southern District of California, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; and (ii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and to any other effective service regardless of whether made within the State of California. Tyler hereby waives any and all rights it might have pursuant to California Code of Civil Procedure Section 394.
- 22. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
- 23. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this

Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

24. Contract Documents. This Agreement includes the following exhibits:

- | | |
|-----------|--|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement
Schedule 1: Support Call Process |
| Exhibit D | Industry Standard Implementation Plan |

[Signatures to follow on next page]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Solana Beach

By: _____

By: _____

Name: _____

Name: Gregory Wade

Title: _____

Title: City Manager

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Solana Beach
635 Hwy 101
Solana Beach, CA 92075
Attn: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Software: MyCivic Citizen Engagement App

Annual Fee for Initial Term: \$7,000





Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be the SaaS Fees listed in the Investment Summary or at such revised rates as the parties may mutually agree in writing in advance at least sixty (60) days before renewal.

2. **Other Tyler Software and Services.**
 - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 *Other Fixed Price Services:* Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

3. **Expenses.** The service rates in the Investment Summary do not include travel expenses. Travel expenses will only be incurred if approved by you in writing in advance. If pre-approved, expenses will be billed as incurred and only in accordance with our the Business Travel Policy attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating





Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel – All air travel must be approved in writing in advance by Client to be reimbursable.

- A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

- B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation – All ground transportation must be approved in writing in advance by Client to be reimbursable.

- A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

- B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

- C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

- D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging – All lodging must be approved in writing in advance by Client to be reimbursable.

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with

the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

7. All travel and travel related expenses must be approved in writing in advance by Client to be reimbursable.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during scheduled maintenance windows, Client Error Incidents, and Force Majeure.

We will provide you with advance notice of maintenance. We perform maintenance whenever possible during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold acceptance of such a request.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether Tyler software has been deployed on Client infrastructure or Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

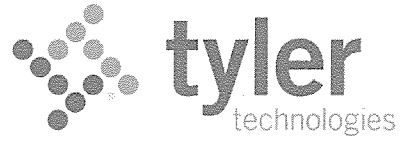


Exhibit E

industry standard implementation plan



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: January 22, 2020
ORIGINATING DEPT: Engineering Department
SUBJECT: Update No. 1 on Actions Taken in Response to the
Emergency CMP Storm Drain Repairs

BACKGROUND:

The City of Solana Beach owns and operates numerous segments of Corrugated Metal Pipes (CMP) throughout the City. The majority of these pipes were constructed over 30 years ago and have surpassed their useful life. Recently, the City performed a condition assessment of the CMP network and found several locations requiring immediate attention to address conditions that pose significant public safety concerns.

At the January 8, 2020 City Council (Council) meeting, the Council declared an emergency pursuant to Public Contract Code Section 20168, ratified the City Manager's decision to execute contracts necessary to perform the repairs and directed Staff to report to City Council regarding the emergency as required by Public Contract Code Section 22050.

This item is before the City Council for information only to provide Update No. 1 to the construction project pursuant to section 22050(c) of the Public Contract Code. No action is required.

DISCUSSION:

Staff has been working with the Contractor to determine the proper method of repair and scope of work for Phase 1. Since the date the project was awarded, the Contractor performed the following work:

- Performed confined space entry into 4 locations
- Assessed observable damages for the first 4 locations

COUNCIL ACTION:

- Proposed appropriate measures for stabilization of each of the four locations

Staff will continue monitoring the progress and provide update reports at future council meetings.

CEQA COMPLIANCE STATEMENT:

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302(c) of the State CEQA Guidelines.

FISCAL IMPACT:

The costs associated with the Phase I repairs have not been determined as the scope of work is being developed. The Fiscal Year (FY) 2019/20 Capital Improvement Program has set aside two storm drain projects. The first project is for the Citywide CMP condition assessment for \$15,000 and the second is for storm drain repair for \$250,000. Staff anticipates the costs associated with the Phase I repairs will be well below the appropriated amounts. Since the work associated with these repairs is still underway, Staff will report to the City Council with a full financial accounting once the repairs are completed.

WORK PLAN:

The Project is consistent with Item B.2 of the Environmental Sustainability section of the FY 2019/20 Work Plan.

OPTIONS:

- Receive this report.
- Provide comments or direction.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council receive Update No. 1 and provide further direction, if necessary.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: January 22, 2020
ORIGINATING DEPT: Engineering Dept.
SUBJECT: **Consideration of Resolution 2020-013 Amendment to As-Needed Repair Services Contract**

BACKGROUND:

On May 8, 2019, the City Council authorized Resolution 2019-055 awarding a Professional Services Agreement (PSA) with Lalley Construction for on call and as-needed repair services primarily for the City facilities and parks. Since the approval of the subject PSA, several additional items of work have been identified that, if performed, would exceed the approved compensation amount.

This item is before the City Council for the consideration of Resolution 2020-013 authorizing the City Manager to execute Amendment No. 1 to the agreement with Lalley Construction to increase the compensation amount by \$25,000.

DISCUSSION:

Staff has used the as-needed services of Lalley Construction for repairs to City facilities including the Fire Station, City Hall, Marine Safety Center, La Colonia and Fletcher Cove Community Centers and for electrical repairs on the Coastal Rail Trail. Jake Lalley is a one-man operation skilled in most maintenance and repair works such as carpentry, electrical, concrete, masonry, dry wall, plumbing and other related trades. Staff is very satisfied with the work that has been performed by Mr. Lalley.

When the original PSA was presented to the City Council, Staff was in the process of developing the list of Capital Improvement Program projects for City Hall, Fletcher Cove Community Center and the Fire Station. Upon completion of Staff's assessment, it is apparent that the required maintenance and repair for these facilities are outside the

COUNCIL ACTION:

expertise of the Public Works Staff and would require the assistance of Lalley Construction. As a result, an amendment to the contract amount is requested.

CEQA COMPLIANCE STATEMENT:

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

FISCAL IMPACT:

A total of \$14,000 was included in the Operating Budget for Public Facilities Maintenance for the PSA with Lalley Construction. It is proposed that the compensation be increased by an additional \$25,000 to be able to complete the required maintenance and repair works for the City facilities as needed. \$20,000 of the increase will be funded from the Capital Improvement Program projects that are identified for maintenance of various facilities. The remaining \$5,000 will be funded by a CalRecycle grant received for sustainability enhancements.

WORK PLAN:

This item is not identified in the FY 2019-2020 Work Plan.

OPTIONS:


- Approve Staff recommendation.
- Provide direction.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2020-013 authorizing the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Lalley Construction to increase the amount of the agreement by \$25,000.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2020-013

RESOLUTION 2020 - 013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AMENDING THE PSA WITH LALLEY CONSTRUCTION FOR AS-NEEDED REPAIR SERVICES

WHEREAS, on May 8, 2019, the City Council authorized Resolution 2019-055 awarding a Professional Services Agreement (PSA) with Lalley Construction for on call and as-needed repair services primarily for the City's facilities and parks; and

WHEREAS, since the approval of the PSA, several additional items of work have been identified that, if performed, would exceed the approved compensation amount; and

WHEREAS, some of the proposed maintenance and repair work is beyond the in-house Staff skill sets and requires expertise.

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 Amendment No. 1 to the Professional Services Agreement with Lalley Construction to increase the amount of the agreement by \$25,000.

PASSED AND ADOPTED this 22nd day of January, 2020, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

JEWEL EDSON, 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: January 22, 2020
ORIGINATING DEPT: Engineering Department
SUBJECT: Council Consideration of Resolution 2020-012 to Authorize a Sewer Rate and Revenue Study

BACKGROUND:

The City of Solana Beach provides for the collection, transportation and treatment of sewage generated within the community and some properties adjacent to the City boundary in the cities of Del Mar and San Diego. The City assesses a sewer service charge that covers the administration, maintenance, debt service and capital costs of the City's sewer system and the costs of the San Elijo Joint Powers Authority for wastewater treatment, laboratory services, ocean outfall and pump stations.

The sewer service charge is based on historical and projected operating expenses, revenues, capital expenditures and debt service obligations. The previous rate study, which was prepared in 2015, projected sewer rates for five years through Fiscal Year (FY) 2019/20. In order to provide an updated rate study in accordance with state requirements, as legislated in 1996 under Proposition 218, Staff recommends that the City engage the professional services of a consulting firm with expertise in performing such an evaluation.

This item is before Council to consider Resolution 2020-012 (Attachment 1) authorizing the City Manager to enter into a Professional Service Agreement (PSA) with Raftelis, located in Murrieta, California, for a new sewer rate and revenue study.

DISCUSSION:

Staff prepared a request for proposals (RFP) to research and review historical and projected data, and to prepare a revenue projection plan. The City requested interested consultants to provide information on their experience, qualifications and understanding of the project, as well as estimated fees. While the proposed fee is considered in the

COUNCIL ACTION:

selection process, the demonstrated competence, professional qualifications, and consultant's experience in performing similar analysis are the most influential factors. The RFP was posted on the City's website and eBidboard.com. Proposals from three consultants were received as follows:

1. NBS Government, Temecula, CA	\$28,860
2. Raftelis, Murrieta, CA	\$41,684
3. Black & Veatch Management Consulting, KS	\$56,270

Staff reviewed and rated the proposals according to project understanding, qualifications, experience and ability to serve the needs of the City. While all three consultants could perform the study, Staff is recommending that Raftelis be hired to perform the study. Agency references for prior sewer rate studies performed by Raftelis were contacted including one in San Diego County. Staff concluded that Raftelis was the most suitable consultant for Solana Beach. Raftelis proposes to develop a 7-year financial plan.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

The proposal submitted by Raftelis is for a not to exceed amount of \$41,684. The rate study will be funded by the current fiscal year Sanitation Budget. The attached resolution includes appropriating \$41,684 into the Sanitation Professional Services account for the rate study.

WORK PLAN:

This project is not identified in the FY 2019/20 Work Plan.

OPTIONS:

- Approve Staff recommendation.
- Provide direction.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2020-012:

1. Authorizing the City Manager to execute a professional services agreement, in an amount not to exceed \$41,684, with Raftelis for a Sewer Rate and Revenue Study.

2. Authorizing an appropriation of \$41,684 to the Sanitation Professional Services account.
3. Authorizing the City Treasurer to amend the FY 2019/20 Adopted Budget accordingly.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager

Attachments:

1. Adopt Resolution No. 2020-012

RESOLUTION 2020-012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH RAFTELIS FOR A SEWER RATE AND REVENUE STUDY

WHEREAS, the City provides for the collection, transportation and treatment of sewage generated within the community, and assesses a sewer service charge that covers the administration, maintenance, debt service and capital costs of the sewer system and wastewater treatment; and

WHEREAS, the sewer service charge is based on historical and projected operating expenses, revenues, capital expenditures and debt service obligations; and

WHEREAS, the previous rate study that was prepared in 2015 projected sewer rates through Fiscal Year 2019-20; and

WHEREAS, the City solicited requests for proposals to research and review historical and projected data and prepare a new revenue projection plan; and

WHEREAS, in response to the request for proposals, three proposals were received and reviewed by Staff for project understanding, qualifications, experience and ability to serve the needs of the City.

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 professional services agreement, in an amount not to exceed \$41,684, with Raftelis for a Sewer Rate and Revenue Study.
3. That the City Council authorizes an appropriation of \$41,684 to the Sanitation Professional Services account.
4. That the City Council authorizes the City Treasurer to amend the FY 2019/20 Adopted Budget accordingly.

PASSED AND ADOPTED this 22nd day of January 2020, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

JEWEL EDSON, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

CITY OF SOLANA BEACH

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



AGENDA

Joint Meeting - Closed Session

Wednesday, October 23, 2019 * 5:00 p.m.

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

CITY COUNCILMEMBERS

David A. Zito, Mayor

Jewel Edson, Deputy Mayor

Judy Hegenauer, Councilmember

Kristi Becker, Councilmember

Kelly Harless, Councilmember

Gregory Wade
City Manager

Johanna Canlas
City Attorney

Angela Ivey
City Clerk

CALL TO ORDER AND ROLL CALL:

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

Present: David A. Zito, Jewel Edson, Judy Hegenauer, Kristi Becker, Kelly Harless

Absent: None

Also Present: Gregory Wade, City Manager
Johanna Canlas, City Attorney

PUBLIC COMMENT ON CLOSED SESSION ITEMS (ONLY): None

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

CLOSED SESSION:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(2)

Two (2) Potential case(s).

2. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION

Pursuant to Government Code Section 54956.9(d)(4)

One (1) Potential case(s).

NO REPORTABLE ACTION

ADJOURN:

Mayor Zito adjourned the meeting at 6:05 p.m.

Angela Ivey, City Clerk

Approved: _____

CITY OF SOLANA BEACH

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



MINUTES

Joint REGULAR Meeting

Wednesday, October 23, 2019 * 6:00 p.m.

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

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

CITY COUNCILMEMBERS

David A. Zito, Mayor

Jewel Edson, Deputy Mayor

Judy Hegenauer, Councilmember

Kristi Becker, Councilmember

Kelly Harless, Councilmember

Gregory Wade
City Manager

Johanna Canlas
City Attorney

Angela Ivey
City Clerk

CALL TO ORDER AND ROLL CALL:

Mayor Zito called the meeting to order at 6:13 p.m.

Present: David A. Zito, Jewel Edson, Judy Hegenauer, Kristi Becker, Kelly Harless

Absent: None

Also Present: Greg Wade, City Manager
Johanna Canlas, City Attorney
Angela Ivey, City Clerk,
Dan King, Assistant City Manager
Mo Sammak, City Engineer/Public Works Dir.
Marie Berkuti, Finance Manager
Joseph Lim, Community Development Dir.

CLOSED SESSION REPORT: None

FLAG SALUTE:

APPROVAL OF AGENDA:

Motion: Moved by Councilmember Edson and second by Councilmember Becker to approve. **Approved 5/0.** Motion carried unanimously.

PROCLAMATIONS/CERTIFICATES: *Ceremonial*

Red Ribbon Week

Mayor Zito presented proclamations to twelve schools for Red Ribbon Week.

ORAL COMMUNICATIONS: None

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.5.)

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. Minutes of the City Council.

Recommendation: That the City Council

1. Approve the Minutes of the City Council Meetings held May 22, 2019 and July 10, 2019.

See Approved Minutes http://www.ci.solana-beach.ca.us/index.asp?SEC=F0F1200D-21C6-4A88-8AE1-0BC07C1A81A7&Type=B_BASIC

Motion: Moved by Councilmember Edson and second by Councilmember Hegenauer to approve. **Approved 5/0.** Motion carried unanimously.

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

Recommendation: That the City Council

1. Ratify the list of demands for September 21– October 04, 2019.

Item A.2. Report (click here)

Motion: Moved by Councilmember Edson and second by Councilmember Hegenauer to approve. **Approved 5/0.** Motion carried unanimously.

A.3. General Fund Adopted Budget for Fiscal Year 2019-2020 Changes. (File 0330-30)

Recommendation: That the City Council

1. Receive the report listing changes made to the Fiscal Year 2019-2020 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.

Motion: Moved by Councilmember Edson and second by Councilmember Hegenauer to approve. **Approved 5/0.** Motion carried unanimously.

A.4. Emergency Storm Drainpipe Repairs in the Solana Beach Towne Centre Notice of Completion (File 0850-40)

Recommendation: That the City Council

1. Adopt **Resolution 2019-142:**
 - a. Accepting as complete the Emergency Storm Drainpipe Repairs in the Solana Beach Towne Centre Project, performed by Crest Equipment, Inc.
 - b. Authorizing the City Clerk to file a Notice of Completion for this project.

Item A.4. Report (click here)

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

Motion: Moved by Councilmember Edson and second by Councilmember Hegenauer to approve. **Approved 5/0.** Motion carried unanimously.

A.5. 2019 City Streets Concrete Repairs Project – Notice of Completion. (File 0820-35)

Recommendation: That the City Council

2. Adopt **Resolution 2019-037:**
 - a. Accepting as complete the 2019 City Streets Concrete Repairs Project, Bid 2019-02, performed by Dick Miller, Inc.
 - b. Authorizing the City Clerk to file a Notice of Completion for this project.

Item A.5. Report (click here)

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

Motion: Moved by Councilmember Edson and second by Councilmember Hegenauer to approve. **Approved 5/0.** Motion carried unanimously.

B. PUBLIC HEARINGS: (B.1. – B.2.)

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

B.1. Public Hearing: Introduce (1st Reading) Ordinance 506 – Building and Fire Code Updates. (File 0250-70)

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. Find the project categorically exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines.
3. Introduce **Ordinance 506** (1st Reading).

Item B.1. Report (click here)

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

Joseph Lim, Community Development Dir., spoke about the 2019 Building and Fire code updates with certain local amendments being conducted approximately every three years, the amendments would take effect January 1, 2020, the City's local amendments related to either topographic, climactic, or geologic conditions that may exist in the community, the one significant change was a statewide amendment related to the requirement for new single-family dwelling construction to include a photovoltaic system, and that the Climate Action Commission was currently reviewing additional potential local building amendments for consistency with the City's Climate Action Plan that would be brought to Council at a another time.

Mayor Zito opened the public hearing.

Council disclosures.

Council and Staff discussed that the photovoltaic requirement would be for all new single-family construction and for significant remodels that were greater than 50% of the building.

Motion: Moved by Councilmember Edson and second by Councilmember Harless to approve. **Approved 5/0.** Motion carried unanimously.

B.2. Public Hearing: 731 Avocado, Applicant: Harris, Case 17-18-15. (File 0600-40)

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

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.
2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt **Resolution 2019-138** conditionally approving a Development Review Permit (DRP) and Structure Development Permit (SDP) to demolish the existing single-family residence and construct a replacement two-story, single-family residence with an attached garage and perform associated site improvements at 731 Avocado Place, Solana Beach.
4. Adopt **Resolution 2019-141** ordering the vacation of excess public street right-of-way at 731 Avocado Pl.

Item B.2. Report (click here)

Item B.2. Staff Report Update #1 (click here)

Item B.2. Supplemental Document (updated 10-23 at 4:20pm)

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.

Greg Wade, City Manager, introduced the item.

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

Mayor Zito opened the public hearing.

Alex Harris, Applicant, reviewed slides of the City's presentation and spoke about their moving off of the property due to the lack of safety for his family, that a claim was stated it was due to his property being run down rather than a view claim, discussions with the neighbor who wanted the property lowered, his offering to trim a large Torrey Pine tree to provide the neighbor more view which was rejected by the claimant, his offering to agree to not allow 25 ft. trees on the front of his property which was rejected by the claimant, the grading cut into the front pad as the View Assessment toolkit guided, explored other building placements that were not better solutions, that lowering the pad would create an 8 ft. retaining wall and remove all of their ocean view, and grading that was intended to create a flat landscape for plantings.

Ron Magnogni, View Assessment Claimant, presented a PowerPoint of pictures (on file) and spoke about the first story poles appearing to be very large, the second set of story poles were larger and blocking their view, his efforts to make contact with the applicant resulting in no returned calls, text or emails, and he pointed out specific views that would be blocked.

Yvette Manghoi, View Assessment claimant, spoke about her primary viewing area being the living room, the layout on the lot and effect of their expansive view, the proposed project would not give them additional view but remove her view, the tree that the applicant offered to cut down did not remove the structure obstructing the view, and that the applicant had other options.

David Levine spoke about the property being stripped which allowed drainage of rain and mud to reach his property clogging drains and ruining garage doors, a drain that the applicant installed but did not maintain and therefore failed, the mass amount of fill, no communication of plan to resolve drainage issue, and that there had been no support provided from any of the neighbors.

Michael Tang spoke about the project being out of character with the neighborhood, impacts on views, his inability to participate in the View Assessment process since he was not an owner of the property yet, and the greatest concern about the mass on the south side of his property.

Alex Harris, Applicant, responded that they pitched all water away from the easement onto their own property and had a retention pit to take in the water which resolved the drainage issues, that the neighbor experiencing damage to his property had drains that were not up to code, that the neighbor who recently purchased a nearby property bought it when the story poles were already erected and has never contacted by him regarding any issues, and that

two of the four adjacent properties were in favor of their project. He showed a picture of the tree they offered to cut down that would provide more view, he had a call log of a 10-minute phone conversation with the neighbor that resulted in no solution other than dropping the house down, they had no intention of selling the house but had been met with hostility, and that they were building on the main pad. He said that they followed the guidelines of the toolkit, the neighbor already had drain problems on his own property, they selected approved trees by the City, and reviewed the alternative layouts that would have either removed his view or blocked others' views.

Council and Staff discussed Feather Acres grading, drainage and retention basin, the subdivision had 8,000 cubic yards of cut, 9,400 cubic yards of fill, and 1,400 cubic yards of import.

Council expressed that the issues to consider addressing were height, the landscape plan, the bulk and scale of the structure, and Council's need to review the changes once the redesign was presented.

Motion: Moved by Deputy Mayor Edson and second by Councilmember Harless to continue the item to return to a future Council meeting. **Approved 5/0.** Motion carried unanimously.

Mayor Zito recessed the meeting for a break at 8:30 p.m. and reconvened at 8:35 p.m.

C. STAFF REPORTS: (C.1. - C.3.)

Submit speaker slips to the City Clerk.

C.3. Citizen Commission Appointment. (File 0120-06)

Recommendation: That the City Council

1. Consider the applications submitted and appoint (by Council-at-large) one member to the position on the Public Arts Commission with a term expiration date of January 2020.

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

[Item C.3. Staff Report Update #1 \(updated 10-23 at 1pm\)](#)

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.

Sandra Hutton stated that she served on the Parks and Recreation Commission and wanted to recommend Mark Mennie for the Public Arts due to his photography skills, and that he provided a work address on his application but that he did live with her and her husband when he was in town.

Council and Staff discussed whether he would be able to attend meetings and a letter submitted by Mark Mennie where he addressed living in Solana Beach part time and his ability to attend meetings.

Motion: Moved by Deputy Mayor Edson and second by Councilmember Harless to appoint Maggie Brown and Mark Mennie. **Approved 5/0.** Motion carried unanimously.

C.1. View Assessment Ordinance Discussion. (File 0600-45)

Recommendation: That the City Council

1. Provide direction to staff.

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.

Greg Wade, City Manager, introduced the item.

Ramona Maiman spoke about her concerns of a house at Granados and Corto that has been being built for 30 years, story poles north of that at Brookdale and Granados, and paying a \$700 filing fee every time a new project built higher on a building pad heightening structures and affecting views. She said that she would like to use an auxiliary room for living purposes for her family, which she was required to restrict the use of in the past.

Tracy Richmond spoke about suggested revisions including public views from parks, the trigger height for structures, jurisdiction of the View Assessment Commission, the reference to anything below 7 ft. was not within the jurisdiction of the View Assessment Commission, project reviews including the entire structure and all elements being built or existing down to the ground, addressing filing fees and waiver procedures for people with low incomes, removing the mediation provision for appeals, claimants and applicant's duty to allow inspection of property for all View Assessment Commission members and City Council, story pole requirements for decks at second and third floors, specifying what was allowed on these decks, cleaning up the View Assessment findings, and clarity on casualty destruction when an applicant wants to rebuild the same structure and add to it. .

Council discussed addressing trigger heights from 16 ft. to a lower height consideration, dense or high vegetation that blocked story poles, story pole waivers, deck parameters, radius for mailing notices, waiving or deferring filing fees, structures under 7 ft., responsibilities of the View Assessment Commission members, the appeal process, story poles policies, marking and spacing flags, maintenance of poles, installing new poles after plans are modified, length of time to leave poles up, and the policy on the number of hearing continuances allowed based on the number of claimants,

Council and Staff discussed that the definition of structure in the View Assessment ordinance included reference to it exceeding 7 ft. in height, to consider asking that the flags used on story poles not be plastic and made of biodegradable material, that Deputy Mayor Edson and Councilmember Harless would like to work on this and bring something to Staff to discuss, the primary viewing area was not always clear, consider a way to reuse the flag material regardless of what it would be made of, SDP/DRP process at Council meetings, and story poles remaining for Council review.

C.2. Year-End Budget Adjustments for Fiscal Year 2018/19 (File 0330-30)

Recommendation: That the City Council

1. Accept and file the General Fund Update for Fiscal Year 2018/19.
2. Provide direction to Staff regarding whether to use an amount of the projected General Fund surplus to fund the PARS Irrevocable Trust for Pensions as part of a budget appropriation to the General Fund and other funds as determined by the Finance Department for Fiscal Year 2018/19.
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 2019-145** revising appropriations in the Fiscal Year 2018/19 Budget.

Item C.2. Report (click here)

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

Marie Berkuti, Finance Manager, presented a PowerPoint (on file).

Council and Staff discussed allocating surplus funds to the PARS pension fund, CIP projects, Marine Safety Center project, reserves for a 'rainy day,' professional services for affordable housing, working with the Santa Fe Irrigation District on a possible pocket park,

Motion: Moved by Mayor Zito and second by Councilmember Becker to approve and allocate \$540,000 to the pension fund, \$940,000 to the CIP fund, and \$100,000 reserved for professional services. Approved 5/0. Motion carried unanimously.

WORK PLAN COMMENTS:

Adopted June 12, 2019

COMPENSATION & REIMBURSEMENT DISCLOSURE: None

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

COUNCIL COMMITTEE REPORTS: Council Committees

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

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

ADJOURN:

Mayor Zito adjourned the meeting at 9:48 p.m.

Angela Ivey, City Clerk

Approved: _____



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: January 22, 2020
ORIGINATING DEPT: Community Development Department
SUBJECT: **Public Hearing: Request for a DRP and SDP to Construct a First-Floor Addition and Remodel and a New Second-Floor Addition to an Existing, Single-Story, Single-Family Residence with an Attached Garage and Perform Associated Site Improvements at 476 Marview Drive (Case # 17-19-14 Applicant: Landholdings, LLC; APN: 263-182-01-00; Resolution No. 2020-010)**

BACKGROUND:

The Applicant, Land Holdings, LLC, is requesting City Council approval of a Development Review Permit (DRP) and Structure Development Permit (SDP) to remodel an existing single-story, single-family residence with an attached garage, construct a new second-story addition and perform associated site improvements. The 9,662 square foot lot is located at 476 Marview Drive and is within both the Low Residential (LR) Zone and the Scaled Residential Overlay Zone (SROZ).

The Applicant proposes aggregate grading in the amounts of 675 cubic yards of cut, fill and export. The maximum building height is proposed at 24.96 feet above the existing and proposed grade with the highest story pole measured to 316.36 feet above mean sea level (MSL). The project meets three thresholds for the requirement of a DRP, including: 1) an aggregate grading quantity in excess of 100 cubic yards; 2) construction in excess of 60 percent of the maximum allowable floor area; and 3) construction of a second story that exceeds 35% of the floor area of the first floor. The project requires a SDP because the proposed development exceeds 16 feet in height above the existing grade.

The issue before the Council is whether to approve, approve with conditions, or deny the Applicant's request as contained in Resolution 2020-010 (Attachment 1).

DISCUSSION:

The subject property is located on the east side of Marview Drive and on the south side

CITY COUNCIL ACTION:

of Ford Avenue. The 9,662 square foot lot is an irregular shaped lot. The lot is a corner lot fronting on Marview Drive to the west, Ford Avenue to the north, residential properties to the south and a vacant residential lot to the east.

The topography of the subject site slopes down from Marview Drive to the rear (east) of the property with an approximately 6-foot grade differential. The front yard is relatively flat and the finished floor of the existing garage and residence are at the same elevation of the street. On the east side of the residence, the grade drops gradually towards the rear property line and consists of landscaping and various pathways. Grading is proposed that would increase the existing grade of the rear yard area of the property by approximately 4 feet.

The lot is currently developed with a 2,295 square foot single-story, single-family residence and a 316 square foot attached garage. The existing residence is structurally nonconforming in that portions of the first floor encroach into the interior side yard, street side-yard and rear-yard setbacks. The Applicant proposes to demolish 604 square feet of the existing residence. The first floor demolition would eliminate the nonconforming portion of the residence that encroaches into the street side-yard and rear-yard setbacks. No modifications are proposed for the portion of the residence that encroaches into the interior side-yard setback. In addition, the Applicant is proposing to construct a 95 square foot addition to the first floor, construct a new 1,778 square foot second-story addition, and construct a 161 square foot garage addition. The new second story addition is proposed to be located entirely within the buildable area. A single-family residence is required to provide two off-street parking spaces pursuant to Solana Beach Municipal Code (SBMC) Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM). The proposed 161 square foot garage addition will result in a 477 square foot garage and allow for two conforming parking spaces. Since the parking spaces provided in the proposed garage would comply with the OSPDM, the project would qualify for a 400 square foot floor area exemption. Therefore, the total proposed floor area would be 3,641 square feet. The maximum allowable floor area for the property is 4,041 square feet, pursuant to the SROZ (SBMC Section 17.48.040). The maximum proposed building height would be 24.96 feet above existing grade. The project would also include associated site improvements including grading, a covered patio, landscaping, pool and spa. The project plans are provided in Attachment 2.

Table 1		
LOT INFORMATION		
Property Address:	476 Marview Drive	Zoning Designation: LR (3 du/ac)
Lot Size (Net):	9,662 ft ²	# of Units Allowed: 1 Dwelling Unit
Max. Allowable Floor Area:	3,641 ft ²	# of Units Requested: 1 Dwelling Unit
Proposed Floor Area:	3,641 ft ²	
Below Max. Floor Area by:	0 ft ²	
Max. Allowable Height:	25 ft.	Setbacks:
Max. Proposed Height:	24.96 ft.	Required
Highest Point/Ridge:	316.36 MSL	Proposed
Overlay Zone(s):	SROZ	Front* (W) 20 ft. 22.08 ft.
		Street Side (N) 10 ft. 13.92 ft.
		Interior Side (S) 5 ft. 3.92 ft.**
		Rear (E) 25 ft. 28.42 ft.
		*Reduced front-yard setback (adjacent right-of-way > 55 ft. wide)
		** existing nonconformity
PROPOSED PROJECT INFORMATION		
Floor Area Breakdown:		Required Permits:
Existing First Floor:	2,295 ft ²	DRP: A DRP is required for a structure that exceeds 60% of the maximum allowable floor area, a second story that exceeds 35% of the first floor, and for grading in excess of 100 cubic yards (aggregate)
Proposed First Floor Demolition:	- 604 ft ²	
Proposed First Floor Addition:	95 ft ²	SDP: A SDP is required for a new structure that exceeds 16 feet in height from the existing grade.
Proposed Second Floor:	1,778 ft ²	
Existing Garage:	316 ft ²	
Proposed Garage Addition:	161 ft ²	
Subtotal:	4,041 ft ²	
Off Street Parking Exemption:	- 400 ft ²	
Total Floor Area:	3,641 ft²	
Proposed Grading: 675 cubic yards aggregate grading (5 cubic yards of site grading; 20 cubic yards of cut; 650 cubic yards of fill)		
Proposed Parking: 2-Car Attached Garage		Existing Development:
Proposed Fences and Walls: Yes		Single-story, single-family residence with an attached garage
Proposed Accessory Dwelling Unit: No		
Proposed Accessory Structure: No		

Development Review Permit Compliance (SBMC Section 17.68.40):

A DRP is required for the following reasons: 1) the proposal includes an aggregate grading quantity that exceeds 100 cubic yards of grading; 2) for the construction of a residence in excess of 60% of the maximum allowable floor area; and 3) the construction of a second story that exceeds 35% of the first level floor area.

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 following is a discussion of the findings for a DRP as each applies to the proposed project as well as references to recommended conditions of approval contained in Resolution 2020-010. The Council may approve, or conditionally approve, a DRP only if all of the findings listed below can be made:

1. The proposed development is consistent with the general plan and all applicable requirements of the zoning ordinance including special regulations, overlay zones, and specific plans.
2. The proposed development complies with the development review criteria.
3. All required permits and approvals issued by the city, including variances, conditional use permits, comprehensive sign plans, and coastal development permits have been obtained prior to or concurrently with the development review permit.
4. If the development project also requires a permit or approval to be issued by a state or federal agency, the city council may conditionally approve the development review permit upon the Applicant obtaining the required permit or approval from the other agency.

If the above findings cannot be made, the Council shall deny the DRP.

In addition to meeting zoning requirements, the project must also be found in compliance with development review criteria. The following is a discussion of the applicable development review criteria as they relate to the proposed project.

Relationship with Adjacent Land Uses:

The property is located within the LR Zone. The surrounding neighborhood consists of a mix of properties that are one- and two-story single-family residences. The project site is currently developed with a one-story, single-family residence and an attached garage. The Applicant proposes to construct an addition to the existing first story and construct a new second-story.

As designed, the project is consistent with the permitted uses for the LR Zone as described in Solana Beach Municipal Code (SBMC) Sections 17.20.010 and 17.12.020, which permits one single-family residence. The property is designated Low Density Residential in the General Plan and intended for single-family residential development with a maximum density of three 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.

Building and Structure Placement:

The site is currently developed with a 2,295 square foot one-story, single-family residence and a 316 square foot attached garage located on a flat building pad at relatively the same elevation as the street. The existing residence is structurally nonconforming in that portions of the first floor encroach into the interior side yard, street side-yard and rear-yard setbacks, and the garage provides two substandard parking spaces. The Applicant proposes to demolish 604 square feet of the existing residence to remove the encroachment into the street side and rear yard setbacks, and construct a 95 square foot addition to the first floor, construct a new 1,778 square foot second-story addition, and construct a 161 square foot garage addition. The garage is located towards the southwest corner of the lot and would be accessed from Marview Drive to the west.

The LR Zone requires 25-foot front and rear yard setbacks, 5-foot interior side yard setback, and 10-foot street side-yard setback. However, when a lot abuts a right-of-way that is 55 feet or greater in width, the front yard setback shall be reduced to 20 feet. Marview Drive is 60 feet wide. The new second-story addition is proposed to be located within the buildable area. The proposed residence is set back 22.67 feet from the front property line, 13.92 feet from the north street side property line, and 28.42 feet from the rear property line. As previously noted, the interior side yard is legal nonconforming as the existing structure is 3.92 feet from the south property line where a five-foot setback is required. Pursuant to SBMC Section 17.16.060, where a nonconforming structure exists on a lot (including an accessory structure on a residential lot), additional uses, structures, or structural internal and external additions may be established on the lot, provided such additional uses, structures, or structural additions do not increase the size or degree of the existing nonconformity. The existing interior side-yard encroachment will not be expanded or increased, therefore, the size and degree of the nonconformity is not being increased.

The 3,641 square-foot residence will consist of a living room, dining room, kitchen, guest bedroom, and two bathrooms on the first floor and a master suite, two bedrooms, two bathrooms, media room and laundry room on the second floor. The proposal includes three decks off the second floor. The proposed development also includes a new patio, pool and spa, and landscaping.

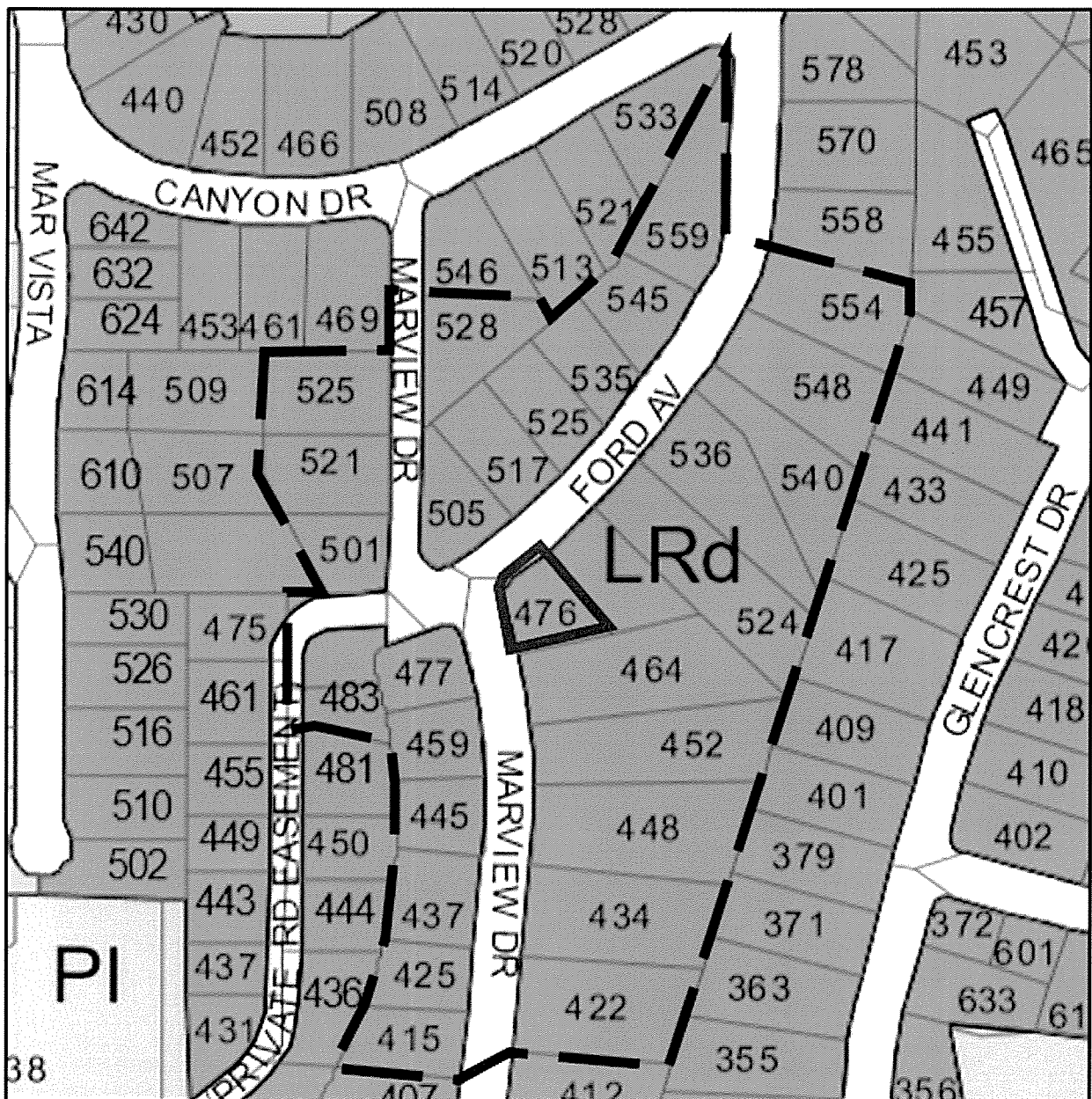
The SBMC parking regulations require two off-street parking spaces, 9' x 19' clear, per single-family residence. The SBMC indicates that when required spaces are provided in a garage, up to 200 square feet of floor area is exempted for each required space. As designed, the proposed residence would provide two parking spaces; therefore, the project is afforded a 400 square-foot exemption, and the total proposed floor area would be 3,641 square feet, which is equal to the maximum allowable floor area for the 9,662 square-foot lot pursuant to the SROZ. The maximum floor area calculation for this project is as follows:

0.500 for first 6,000 ft ²	3,000 ft ²
0.175 for 6,001 – 15,000 ft ²	641 ft ²
Total Allowable Floor Area:	3,641 ft²

The proposed project, as designed, meets the minimum required front-, street side- and rear-yard setbacks and is at the maximum allowable floor area for the property.

Neighborhood Comparison:

Staff compared the proposed project to 28 other properties within the Marview Drive and Ford Avenue neighborhood as shown on the following map:



The properties evaluated in this comparison are located in the LR Zone. The existing homes range in size from 1,612 square feet to 4,550 square feet, according to the County Assessor records. It should be noted that the County Assessor does not include the garage 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 existing and proposed garages as follows:

Project Gross Building Area:	4,041 ft ²
Delete Garage:	- 477 ft ²
<hr/> Project Area for Comparison to Assessor's Data:	<hr/> 3,564 ft ²

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

Table 2						
#	Property Address	Lot Size in ft2 (GIS)	Existing ft2 Onsite (Assessor's)	Proposed / Recently Approved ft ²	Max. Allowable ft ²	Zone
1	437 MARVIEW DR	14,400	2,223		4,470	LR
2	425 MARVIEW DR	10,700	2,579		3,823	LR
3	415 MARVIEW DR	11,800	2,172		4,015	LR
4	422 MARVIEW DR	26,136	3,084		5,382	LR
5	434 MARVIEW DR	31,799	2,130		5,665	LR
6	477 MARVIEW DR	12,100	3,341		4,068	LR
7	459 MARVIEW DR	10,900	4,489		3,858	LR
8	445 MARVIEW DR	11,100	3,932		3,893	LR
9	501 MARVIEW DR	10,600	3,083		3,805	LR
10	521 MARVIEW DR	14,200	5,358		4,435	LR
11	525 MARVIEW DR	15,600	2,186		4,581	LR
12	MARVIEW LN		VACANT			LR
13	MARVIEW LN		VACANT			LR
14	476 MARVIEW DR	9,700	2,124	3,564	3,648	LR
15	0 FORD AVE	13,920	VACANT	4,263	4,386	LR
16	524 FORD AVE	28,750	3,501		5,513	LR
17	464 MARVIEW DR	28,314	1,488		5,491	LR
18	452 MARVIEW DR	28,314	2,633		5,491	LR
19	448 MARVIEW DR	32,670	2,067		5,709	LR
20	540 FORD AVE	22,651	2,772		5,208	LR
21	536 FORD AVE	23,958	2,311		5,273	LR
22	528 MARVIEW DR	15,700	2,180		4,582	LR
23	559 FORD AVE	19,000	2,255		4,615	LR
24	545 FORD AVE	12,500	1,934		4,138	LR
25	535 FORD AVE	10,800	3,211		3,840	LR
26	525 FORD AVE	11,800	1,612		4,015	LR
27	505 FORD AVE	13,000	4,550		4,225	LR
28	554 FORD AVE	20,000	1,663		5,075	LR
29	548 FORD AVE	21,800	3,573		5,165	LR

Fences, Walls and Retaining Walls:

Within the front yard setback area, 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. However, one walkway feature is allowed up to a maximum height of 6 feet provided 50% of this feature is open to light and air and also allows one driveway architectural feature up to a maximum height of 10 feet provided at least 50% of the area of this feature is open to light and air. 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 2 feet that is 50% open to light and air.

The Applicant is proposing a new retaining wall with fence with a maximum height of 8 feet along the rear and south side property lines the top two feet of which will be at least 50 percent open to light and air. The Applicant proposed to install a 5-foot fence enclosure for the pool. The Applicant proposes to maintain the existing wood fencing along the south property line. The proposed fences and walls comply with the requirements of SBMC 17.20.040(O) and 17.60.070(C).

Landscape:

The project is subject to the current water efficient landscaping regulations of SBMC Chapter 17.56. According to SBMC Section 17.56.040, the regulations apply to modified irrigated landscape areas that exceed 500 square feet. The Applicant proposes to modify 3,043 square feet of irrigated landscape area.

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 161 square foot addition to the existing 316 square foot attached garage to create a 477 square foot, two-car garage. 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. Therefore, the garage area of 400 square feet is exempt from the project's floor area calculation.

Grading:

The project proposes 5 cubic yards of site grading, 20 cubic yards of cut, and 650 cubic yards of fill for a total aggregate grading of 675 cubic yards. The fill is proposed to raise the finished grade elevation of the rear yard by approximately 4 feet.

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 replacement two-story, single-family residence with an attached garage; 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 exceeds 16 feet in height above the existing grade, therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicant was required to complete the SDP process. The Story Pole Height Certification was certified by a licensed land surveyor on October 17, 2019 showing a maximum building height of 24.96 feet above the existing and proposed grade. Notices were mailed to property owners and occupants within 300 feet of the project site establishing a deadline to file for View Assessment by December 2, 2019. No applications for View Assessment were received. Therefore, if the Council is able to make the required findings to approve the DRP, the SDP would be approved administratively.

As a condition of approval, a height certification 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 24.96 feet above the proposed grade or 316.36 feet above MSL, which is the maximum proposed structure height reflected on the project plans.

In conclusion, the proposed project, as conditioned, could be found to be consistent with the Zoning regulations and the General Plan. Staff has prepared draft findings for approval of the project in the attached Resolution 2020-010 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. Additionally, 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. 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.

Public Hearing Notice:

Notice of the City Council Public Hearing for the project was published in the Union Tribune more than 10 days prior to the public hearing. The same public notice was mailed to property owners and occupants within 300 feet of the proposed project site on January 10, 2019. As of the date of preparation of this Staff Report, Staff has not received any formal correspondence from neighbors or interested parties in support of, or in opposition to, the proposed project.

CEQA COMPLIANCE STATEMENT:

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 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 2020-010.
- 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 objective requirements under the SBMC, may be found to be consistent with the General Plan and may be found, as conditioned, to meet the discretionary findings required as discussed in this report to approve a DRP and administratively issue a SDP. Therefore, Staff recommends that the City Council:

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 2020-010 conditionally approving a DRP and an SDP for a first-story remodel and addition and a new second-story addition to an existing single-story single-family residence with an attached garage, and perform associated site improvements at 476 Marview Drive, Solana Beach.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2020-010
2. Project Plans

RESOLUTION NO. 2020-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A DEVELOPMENT REVIEW PERMIT AND AN ADMINISTRATIVE STRUCTURE DEVELOPMENT PERMIT TO CONSTRUCT FIRST-FLOOR ADDITION AND REMODEL AND A NEW SECOND-FLOOR ADDITION TO AN EXISTING, SINGLE-STORY, SINGLE-FAMILY RESIDENCE WITH AN ATTACHED GARAGE AND PERFORM ASSOCIATED SITE IMPROVEMENTS AT 476 MARVIEW DRIVE, SOLANA BEACH

**APPLICANT: Landholdings, LLC
CASE NO.: 17-19-14 DRP/SDP**

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

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

WHEREAS, at the Public Hearing on January 22, 2020, 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 resolve as follows:

- I. That the foregoing recitations are true and correct.
- II. That the request for a DRP and SDP to construct a first-floor addition and remodel and a new second-floor addition to an existing, single-story, single-family residence with an attached garage and perform associated site improvements at 476 Marview Drive is conditionally approved based upon the following Findings and subject to the following Conditions:

III. FINDINGS

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

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

General Plan Consistency: The project, as conditioned, is consistent with the City's General Plan designation of Low Density Residential in the General Plan and intended 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 Residential (LR) Zone and cited by SBMC Section 17.020.030.

The project is meets the minimum required front-, street side- and rear-yard setbacks and is at the maximum allowable Floor Area Ratio (FAR) for the property.

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

- a. *Relationship with Adjacent Land Uses: The development shall be designed in a manner compatible with and complementary to existing development in the immediate vicinity of the project site and the surrounding neighborhood. The development as proposed shall also be compatible in scale, apparent bulk, and massing with such existing development in the surrounding neighborhood. Site planning on or near the perimeter of the development shall give consideration to the protection of surrounding areas from potential adverse effects.*

The subject site is located within the Low Residential (LR) Zone. The surrounding neighborhood consists of a mix of one-and two-story single-family residences. The project site is currently developed with a single-story, single-family residence and attached garage. The Applicant proposes to construct a first-floor addition and remodel and a new second-floor addition to an existing, single-story, single-family residence with an attached garage and perform associated site improvements

As designed, the project is consistent with the permitted uses for the LR Zone as described in Solana Beach Municipal Code (SBMC) Sections 17.20.010 and 17.12.020, which permits one single-family residence. The property is designated Low Density Residential in the General Plan and intended for single-family residences developed at a maximum density of three 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 is in conformance with, the regulations of the SROZ. As a condition of project approval, 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 to minimize adverse impacts on the surrounding properties and designed in a manner which visually and functionally enhance their intended use and complement existing site topography. Multi-family residential buildings shall be sited to avoid crowding and to allow for a functional use of the space between buildings.*

The site is currently developed with a 2,295 square foot one-story, single-family residence and a 316 square foot attached garage located on a flat building pad at relatively the same elevation as the street. The existing residence is structurally nonconforming in that portions of the first floor encroach into the interior side yard, street side-yard and rear-yard setbacks, and the garage provides two substandard parking spaces. The Applicant proposes to demolish 604 square feet of the existing residence to remove the encroachment into the street side and rear yard setbacks, and construct a 95 square foot addition to the first floor, construct a new 1,778 square foot second-story addition, and construct a 161 square foot garage addition. The garage is located towards the southwest corner of the lot and would be accessed from Marview Drive to the west.

The LR Zone requires 25-foot front and rear yard setbacks, 5-foot interior side yard setback, and 10-foot street side-yard setback. However, when a lot abuts a right-of-way that is 55 feet

or greater in width, the front yard setback shall be reduced to 20 feet. Marview Drive is 60 feet wide. The new second-story addition is proposed to be located within the buildable area. The proposed residence is set back 22.67 feet from the front property line, 13.92 feet from the north street side property line, and 28.42 feet from the rear property line. As previously noted, the interior side yard is legal nonconforming as the existing structure is 3.92 feet from the south property line where a five-foot setback is required. Pursuant to SBMC Section 17.16.060 where a nonconforming structure exists on a lot (including an accessory structure on a residential lot), additional uses, structures, or structural internal and external additions may be established on the lot; provided such additional uses, structures, or structural additions do not increase the size or degree of the existing nonconformity. The existing interior side-yard encroachment will not be expanded or increased, therefore, the size and degree of the nonconformity is not being increased.

The 3,641 square-foot residence will consist of a living room, dining room, kitchen, guest bedroom, and two bathrooms on the first floor and a master suite, two bedrooms, two bathrooms, media room and laundry room on the second floor. The proposal includes three decks off the second floor. The proposed development also includes a new patio, pool and spa, and landscaping.

The SBMC parking regulations require two off-street parking spaces, 9' x 19' clear, per single-family residence. The SBMC indicates that when required spaces are provided in a garage, up to 200 square feet of floor area is exempted for each required space. As designed, the proposed residence would provide two parking spaces; therefore, the project is afforded a 400 square-foot exemption, and the total proposed floor area would be 3,641 square feet, which is equal to the maximum allowable floor area for the 9,662 square-foot lot pursuant to the SROZ. The maximum floor area calculation for this project is as follows:

0.500 for first 6,000 ft ²	3,000 ft ²
0.175 for 6,001 – 15,000 ft ²	641 ft ²
Total Allowable Floor Area:	3,641 ft ²

The proposed project, as designed, meets the minimum required front-, street side- and rear-yard setbacks and is at the maximum allowable floor area for the property.

- c. *Landscaping: The removal of significant native vegetation shall be minimized. Replacement vegetation and landscaping shall be compatible with the vegetation of the surrounding area. To the*

maximum extent practicable, landscaping and plantings shall be used to screen parking areas, storage areas, access roads, and other service uses of the site. Trees and other large plantings shall not obstruct significant views when installed or at maturity. Drought tolerant plant materials and water conserving irrigation systems shall be incorporated into all landscaping plans.

The project is subject to the current water efficient landscaping regulations of SBMC Chapter 17.56. According to SBMC Section 17.56.040, the regulations apply to modified irrigated landscape areas that exceed 500 square feet. The Applicant proposes to modify 2,270 square feet of irrigated landscape area.

The Applicant provided a conceptual landscape plan that has been reviewed by the City's third-party landscape architect, who has recommended approval. The Applicant will be required to submit detailed construction landscape drawings that will be reviewed by the City's third-party landscape architect for conformance with the conceptual plan. In addition, the City's third-party landscape architect will perform inspections during the construction phase of the project. A separate condition has been added to require that native or drought-tolerant and non-invasive plant materials and water-conserving irrigation systems are required to be incorporated into the landscaping to the extent feasible.

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

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. The Applicant is proposing to construct a 161 square foot addition to the existing 316 square foot attached garage to create a 477 square foot, two-car garage. 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. Therefore, the garage area of 400 square feet 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 proposes aggregate grading in the amounts of 675 cubic yards of site grading, cut and fill in order to construct the proposed additions and to raise the finished grade elevation of the rear yard by approximately 4 feet.

- 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 an addition to an existing single-family residence, 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 exceeds 16 feet in height above the existing grade, therefore, the project shall comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicant was required to complete the SDP process. The Story Pole Height Certification was certified by a licensed land surveyor on October 17, 2019 showing a maximum building height of 24.96 feet above the existing and proposed grade. Notices were mailed to property owners and occupants within 300 feet of the project site establishing a deadline to file for View Assessment by December 2, 2019. No applications for View Assessment were received. Therefore, if the Council is able to make the required findings to approve the DRP, the SDP would be approved administratively.

As a condition of approval, a height certification 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 24.96 feet above the proposed grade or 316.36 feet above MSL, which is the maximum proposed structure height reflected on the project plans.

IV. CONDITIONS

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

- A. Community Development Department Conditions:
- I. The Applicant shall pay required Fire Mitigation, Park Development and Public Use Facilities Impact Fees, as established by SBMC Chapter 15.60, Chapter 15.65, Chapter 15.66, and Resolution 2018-147.
 - II. Building Permit plans must be in substantial conformance with the architectural plans presented to the City Council on January 22, 2020, and located in the project file with a submittal date of January 9, 2020.
 - 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 (which is represented by the story poles) is in conformance with the plans as approved by the City Council on January 22, 2020 and the certified story pole plot plan, and will not exceed 24.96 feet in height from the proposed grade or 80.84 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. Native or drought tolerant and non-invasive plant materials and water conserving irrigation systems shall be incorporated into any proposed landscaping and compatible with the surrounding area to the extent feasible.
- VII. Any new exterior lighting fixtures shall be in conformance with the City-Wide Lighting Regulations of SBMC 17.60.060.
- VIII. All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities that render them detrimental to the surrounding area.
- IX. Construction vehicles shall be parked on the subject property at all times when feasible. If construction activity prohibits parking on the subject property, the Applicant shall ensure construction vehicles are parked in such a way to allow sufficient vehicular access on Marview Drive and Ford Ave and minimize impact to the surrounding neighbors.
- X. The Applicant shall connect to temporary electrical service as soon as feasible to the satisfaction of the City.

B. Fire Department Conditions:

- I. **GATES:** All gates or other structures or devices, which could obstruct fire access roadways or otherwise hinder emergency operations, are prohibited unless they meet standards approved by the Fire Department. An approved emergency key-operated switch and/or an approved emergency traffic control-activating strobe light sensor shall be installed per Solana Beach Fire Department standards.
- II. **OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION:** All roadways shall be a minimum of 20 feet in width during construction and maintained free and clear, including the parking of vehicles, in accordance with the California Fire Code and the Solana Beach Fire Department.
- III. **ADDRESS NUMBERS: STREET NUMBERS:** Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible

from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background and shall meet the following minimum standards as to size: 4 inches high with a ½ inch stroke width for residential buildings, 8 inches high with a ½ inch stroke for commercial and multi-family residential buildings, and 12 inches high with a 1 inch stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear access doors, building corners, and entrances to commercial centers.

- IV. AUTOMATIC FIRE SPRINKLERS SYSTEM-ONE AND TWO FAMILY DWELLINGS: Structures shall be protected by an automatic sprinkler system designed and installed to the satisfaction of the Fire Department. Plans for the automatic fire sprinkler system shall be approved by the Fire Department prior to installation.
- V. CLASS “A” ROOF: All structures shall be provided with a Class “A” Roof covering to the satisfaction of the Solana Beach Fire Department.

C. Engineering Department Conditions:

- I. The Applicant is required to obtain an encroachment permit in accordance to the Solana Beach Municipal Code Section 11.20 prior to any work being done in the public right-of-way including, but not limited to, construction of the 2 ft wide pervious paver swale, construction of the concrete driveway, landscaping, removal of the existing walls within the public right-of-way, and removal of the existing rocks within the public right-of-way.

Per Solana Beach Municipal Code Section 11.04, the Applicant is required to construct all public improvements along the street frontage under a valid encroachment permit. In this instance, this will include constructing a low profile mountable 9” X 9” X 12” concrete curb along the frontage of Marview Ave and Ford Ave and install a 10’ wide stabilized, compacted, decomposed granite (D.G.) at 2% maximum from the property line down toward the curb to the satisfaction of the City Engineer.

- II. Prior to the release of the Grading Bond and Security Deposit, record the Encroachment Maintenance Removal Agreement (EMRA) with the County of San Diego. The EMRA shall be recorded against this property for all improvements in the Public Right-Of-Way including, but not limited to, the 2 ft wide pervious paver swale, landscaping, irrigation, 10’ wide D.G area compacted and graded at 2% towards the flow line, and 9” X 9” X 12” concrete curb along the property frontage.
- III. The Applicant shall obtain a letter of permission from the adjacent property owners for construction of any retaining walls and drainage

facilities along the southerly & westerly property lines as shown on the proposed grading plan.

- IV. The Applicant shall underground all new utility services including, but not limited to, electrical and telephone.
- V. All construction demolition materials shall be recycled according to the City's Construction and Demolition recycling program and an approved Waste Management Plan shall be submitted.
- VI. Construction fencing shall be located on the subject property unless the Applicant has obtained an Encroachment Permit in accordance with chapter 11.20 of the SBMC which allows otherwise.

GRADING:

- I. 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. Provide a Drainage Report prepared by a Registered Civil Engineer. This report shall address the design for detention basin and corresponding outflow system to ensure the rate of runoff for the proposed development is at or below that of pre-existing condition. All recommendations of this report shall be incorporated into the Preliminary Grading Plan. A detention basin easement(s) shall be recorded for maintenance of the detention basins by the property owner(s) in perpetuity, prior to Final Inspection of the Building Permit.
 - 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.

V. 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.

VI. EXPIRATION

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

VII. INDEMNIFICATION AGREEMENT

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

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, held on the 22nd day of January, 2020, by the following vote:

AYES: Councilmembers –

NOES: Councilmembers –

ABSENT: Councilmembers –

ABSTAIN: Councilmembers –

JEWEL EDSON, Mayor

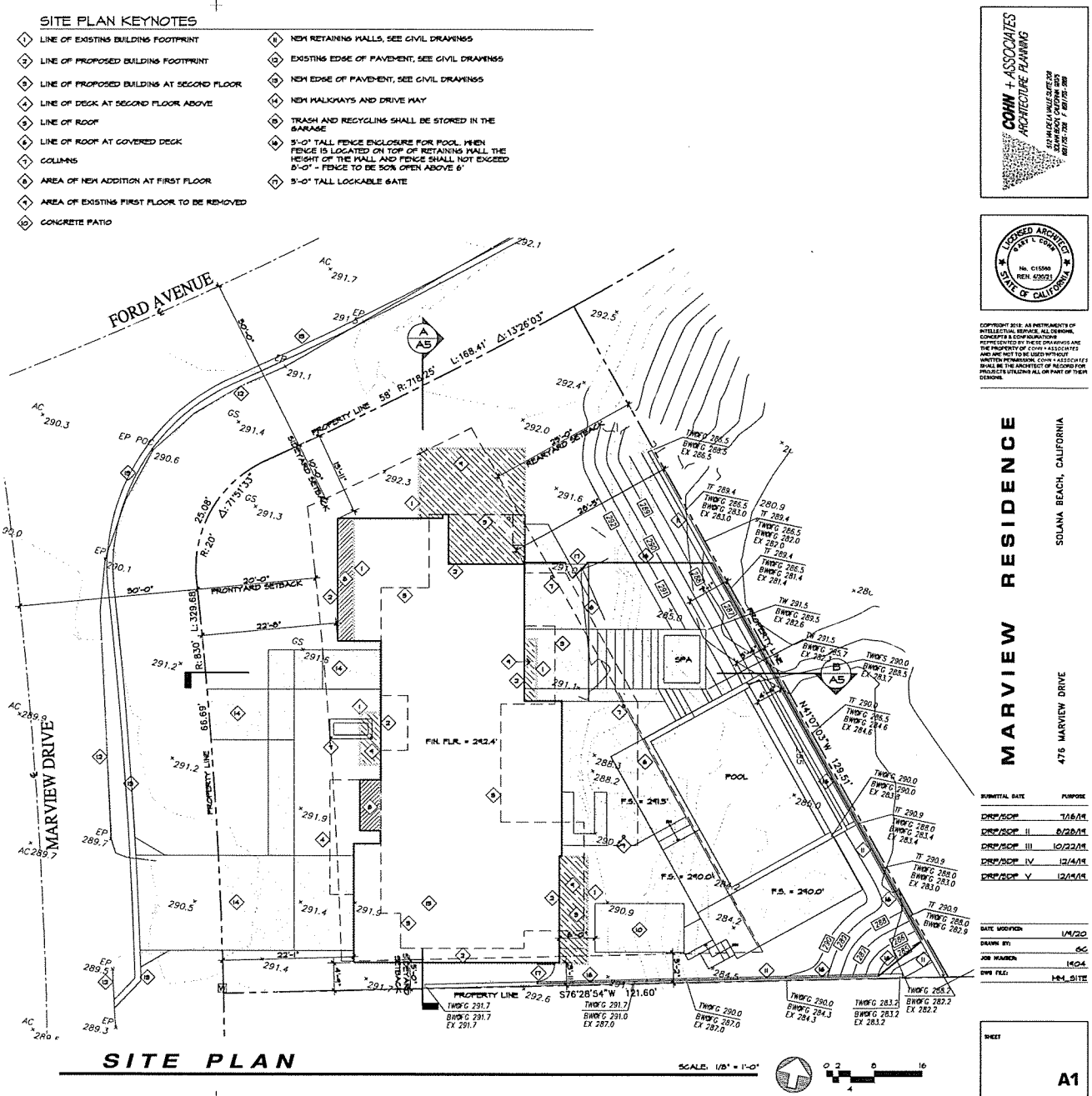
APPROVED AS TO FORM:

ATTEST:


JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

AREA CALCULATIONS		PROJECT DATA	
LIVING AREA			
EXISTING FIRST FLOOR LIVING AREA:	2295 S.F.	OWNER	LANDHOLDINGS LLC TEL: (650)-775-0704
FIRST FLOOR LIVING AREA ADDITION:	45 S.F.	SITE ADDRESS	476 MARVIEW DRIVE SOLANA BEACH, CALIFORNIA 92075
FIRST FLOOR AREA:	1300 S.F.	A/E/N	205-182-01-00
NEW SECOND FLOOR LIVING AREA:	1710 S.F.	LEGAL DESCRIPTION	LOT 10 AND LOT 11 IN BLOCK "L" OF MARVIEW HEIGHTS UNIT NO. 4, IN THE CITY OF SOLANA BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 2024 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 27, 1951.
TOTAL LIVING AREA:	3064 S.F.	ZONE	LR4 (LOW RESIDENTIAL)
EXISTING GARAGE AREA:	315 S.F.	OVERLAY	SR02 (SCALED RESIDENTIAL OVERLAY ZONE)
GARAGE ADDITION:	161 S.F.	LOT SIZE	6605 ± NET ARE THE SAME: 14662 S.F. (0.33 AC)
SUBTOTAL FLOOR AREA:	4294 S.F.	HEIGHT DATA	MAXIMUM HEIGHT EXISTING STRUCTURE: 15'-0" MAXIMUM HEIGHT PROPOSED STRUCTURE: 24'-11" MAXIMUM HEIGHT IN LOW ZONE: 25'-0"
OFF STREET PARKING EXEMPTION (2 SPACES):	-400 S.F.	PARKING REQUIREMENTS	
TOTAL PROPOSED FLOOR AREA	5641 S.F.	PARKING SPACES	REQUIRED: 2 PROVIDED: 2 ENCLOSED PARKING RESIDENCE
COVERED DECK AT FIRST FLOOR:	760 S.F.	SHEET INDEX	
DECK AT SECOND FLOOR:	363 S.F.	A1	SITE PLAN
FLOOR AREA RATIO (F.A.R.)			
FLOOR AREA CALCULATION TABLE FOR RESIDENTIAL PROPERTIES SUBJECT TO SBMG SECTION 17.40.040 - SCALED RESIDENTIAL OVERLAY ZONE			
ALLOWED F.A.R.: 0.50 (FOR THE FIRST 6,000 S.F.) + 0.000 X 5 = 5,000 S.F. (175' FOR THE NEXT 6K - 18K S.F.) + 0.662 X 175 = 841 S.F.			
TOTAL ALLOWED F.A.R.: 5,841 S.F.			
PROPOSED F.A.R.: 3641 S.F.			
LOT COVERAGE			
PROPOSED LOT COVERAGE: 3263 S.F. / 14662 S.F. X 100 = 22.4%			
BREAKDOWN OF PROPERTY AREA			
	EXISTING S.F.	PROPOSED TOTAL S.F.	
NON-LANDSCAPE AREA:	5541 S.F.	2612 S.F.	
NON-IRRIGATED LANDSCAPE:	0 S.F.	444 S.F.	
IRRIGATED LANDSCAPE:	6264 S.F.	5045 S.F.	
WATER FEATURES:	51 S.F.	760 S.F.	
DECORATIVE HARDSCAPE:	0 S.F.	2259 S.F.	
TOTAL LOT AREA	14662 S.F.	14662 S.F.	
SCOPE OF WORK			
REMODEL AND ADDITION TO THE FIRST FLOOR OF AN EXISTING ONE-STORY SINGLE FAMILY RESIDENCE.			
ADDITION OF A SECOND STORY.			
ADDITION OF A POOL AND VARIOUS EXTERIOR IMPROVEMENTS.			
GRADING			
H C.Y. - SITE GRADING:	5 C.Y. +/-		
X C.Y. - EXCAVATION FOR THE FOOTINGS OF NEW CONSTRUCTION:	0 C.Y. +/-		
Y C.Y. - REMOVAL FOR RE-COMPACTION FOR CONSTRUCTION:	30 C.Y. CUT & 850 C.Y. FILL		
Z C.Y. - TOTAL GRADING (H+X+Z):	675 C.Y. +/-		
VICINITY MAP			
PROJECT SITE: 476 MARVIEW DR.			
SOLANA BEACH			
Printed on Thursday, January 04, 2020			

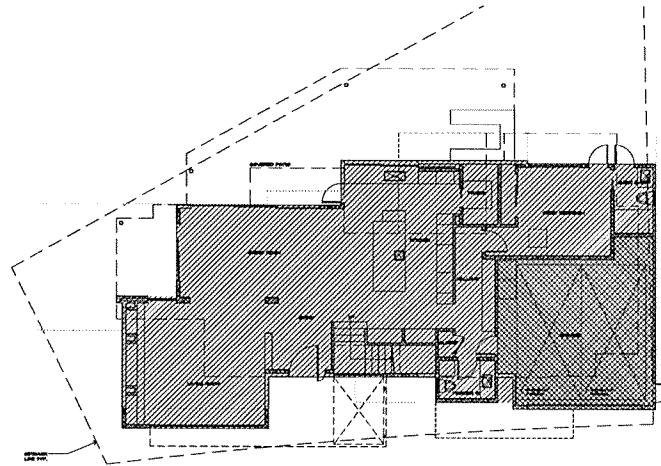


ATTACHMENT 2

 AREAS INCLUDED IN P.A.R. CALCULATIONS

 AREA COUNTED TOWARDS GARAGE FLOOR AREA.

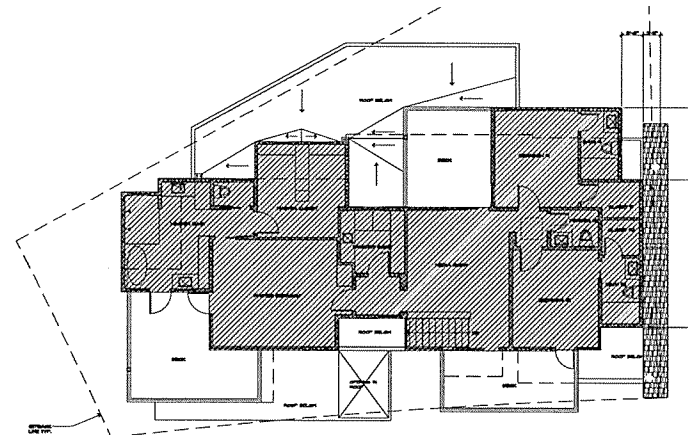
ALL DIMENSIONS ARE MEASURED FROM THE EXTERIOR WALL SURFACES



FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

AREA DIAGRAM



SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

AREA DIAGRAM



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MARVIEW RESIDENCE

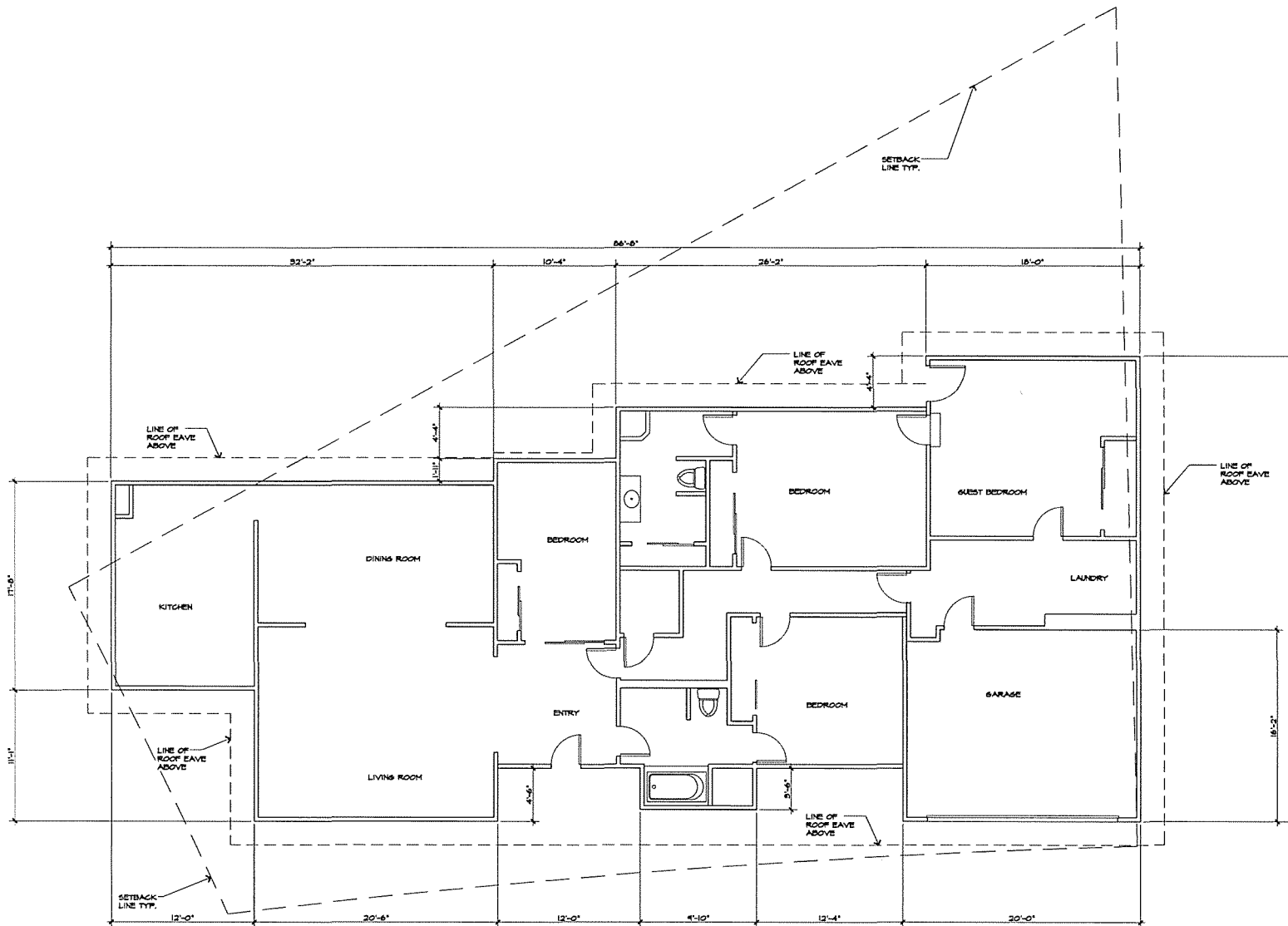
SOLANA BEACH, CALIFORNIA

476 MARVIEW DRIVE

SUBMITAL DATE	PURPOSE
08/26/15	7/26/15
08/26/15	8/26/15
10/22/15	10/22/15
12/4/15	12/4/15
12/14/15	12/14/15

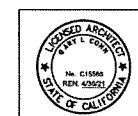
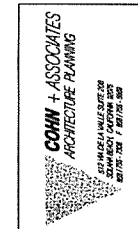
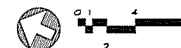
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DRAWN BY	ML
JOB NUMBER	1504
DWG FILE	HM_AREA.CALGS

SHEET
A1.2



EXISTING FIRST FLOOR PLAN

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



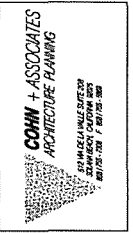
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MARVIEW RESIDENCE
 476 MARVIEW DRIVE
 SOLANA BEACH, CALIFORNIA

SUBMITTAL DATE	PURPOSE
08/20/11	1/16/11
09/20/11	8/28/11
10/20/11	10/22/11
12/20/11	12/14/11
12/20/11	12/15/11

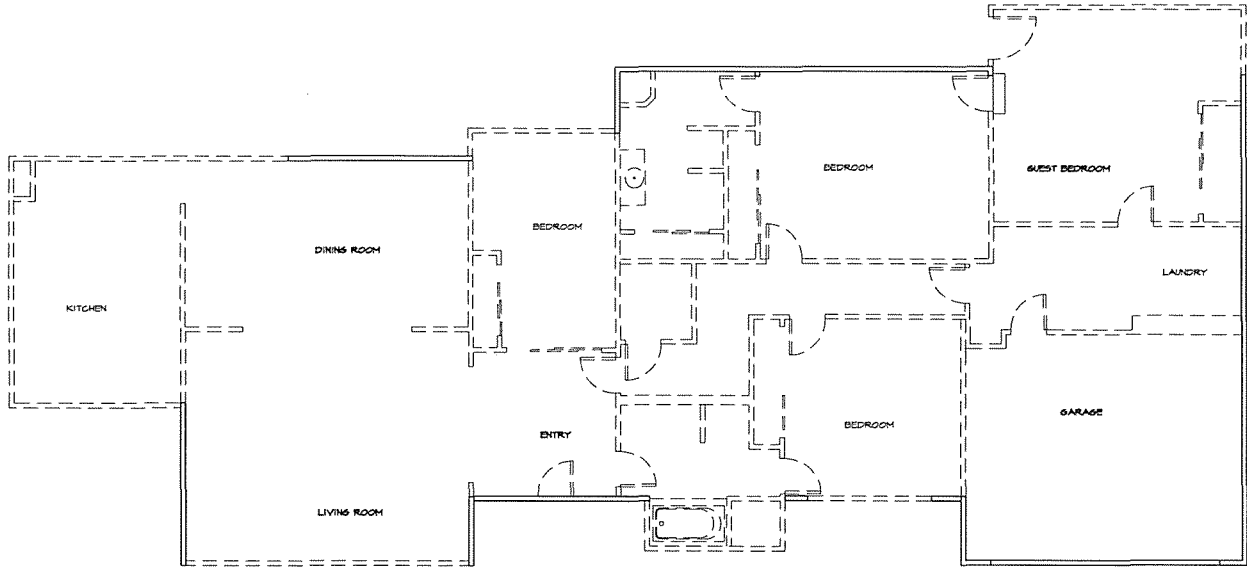
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JOB NUMBER:	1404
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SHEET
EX1



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 DESIGN.

DEMOLITION KEY	
EX. WALL TO BE DEMOLISHED	
EX. WALL TO REMAIN	



MARVIEW RESIDENCE
 476 MARVIEW DRIVE
 SOLANA BEACH, CALIFORNIA

SUBMITTAL DATE	PURPOSE
02/25/14	7/6/14
02/25/14	8/20/14
02/25/14	10/22/14
02/25/14	12/4/14
02/25/14	12/14/14

DATE MODIFIED:	5/22/14
DRAWN BY:	OC
JOB NUMBER:	1404
DWG FILE:	144_PLAN

FIRST FLOOR DEMOLITION PLAN

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



SHEET
D1



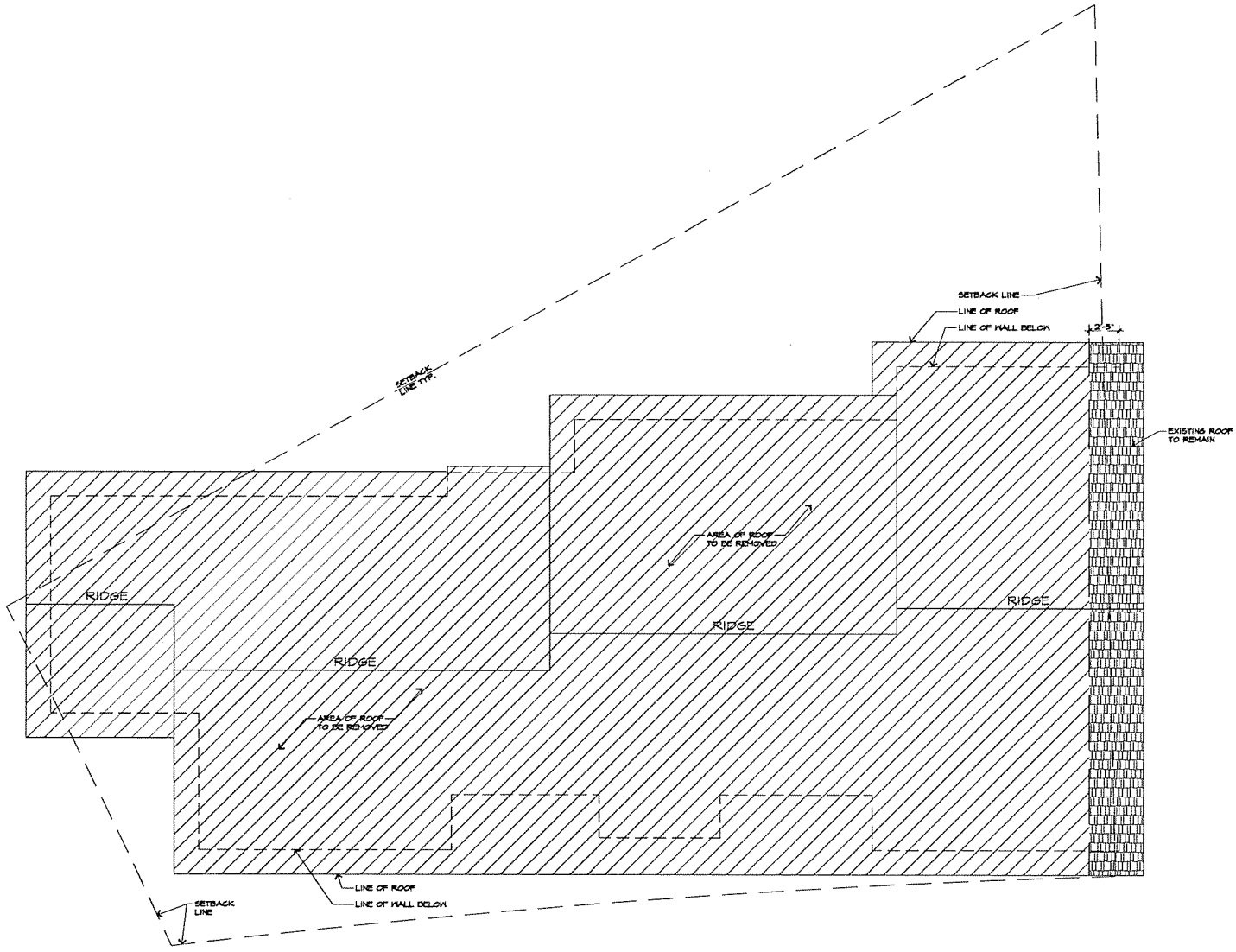
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MARVIEW RESIDENCE
SOLANA BEACH, CALIFORNIA
476 MARVIEW DRIVE

SUBMITTAL DATE	PURPOSE
7/16/15	DRP/SCOP I
8/28/15	DRP/SCOP II
10/22/15	DRP/SCOP III
12/14/15	DRP/SCOP IV
12/14/15	DRP/SCOP V

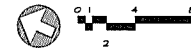
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SHEET
D1.1



ROOF DEMO PLAN

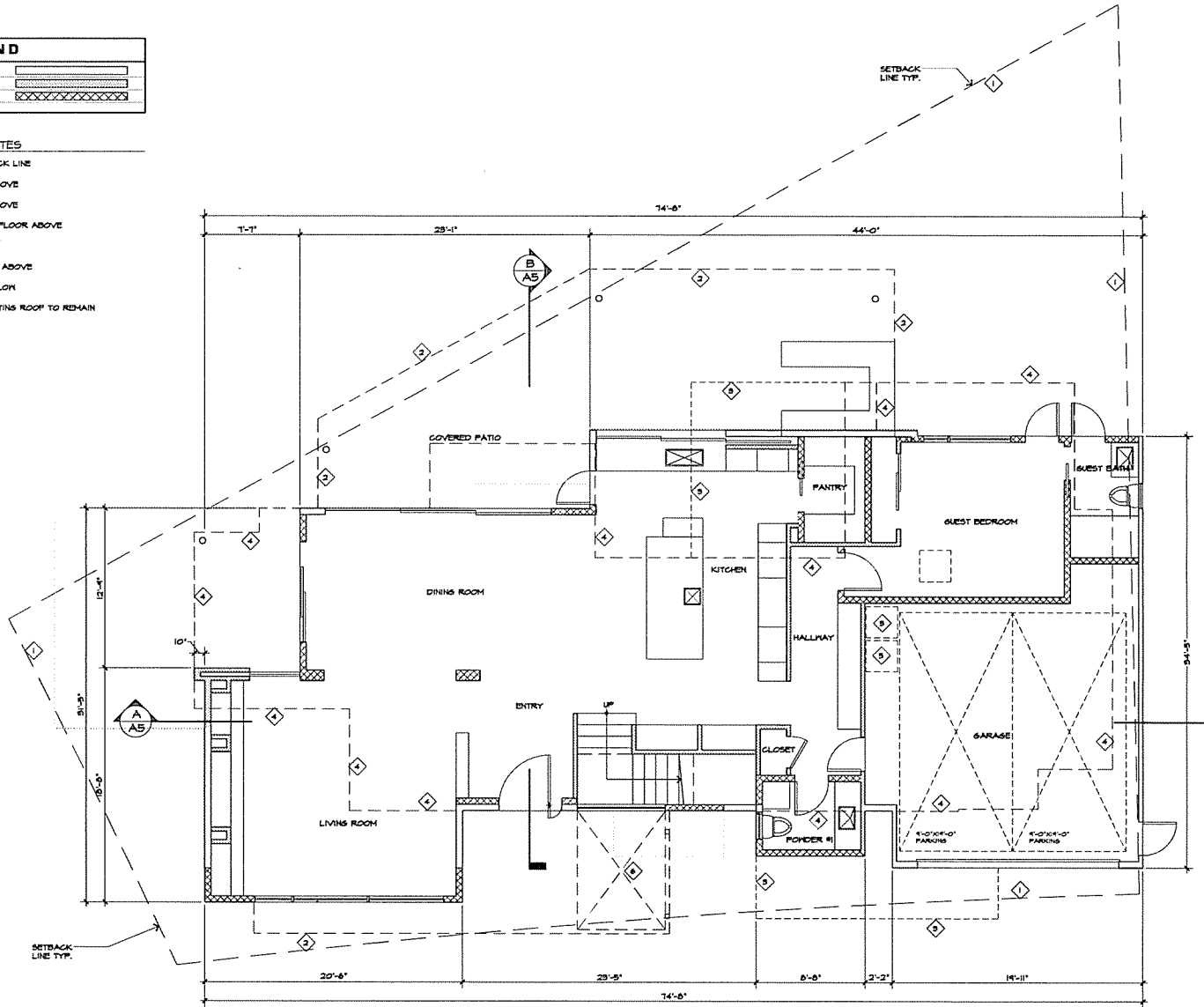
SCALE: 1/4" = 1'-0"



WALL LEGEND	
EX. WALL TO REMAIN	
NEW 2X4 STUD WALL	
NEW 2X6 STUD WALL	

PLAN KEYNOTES

- 1 BUILDING SET BACK LINE
- 2 LINE OF ROOF ABOVE
- 3 LINE OF DECK ABOVE
- 4 LINE OF SECOND FLOOR ABOVE
- 5 TRASH STORAGE
- 6 OPENING IN ROOF ABOVE
- 7 LINE OF WALL BELOW
- 8 PORTION OF EXISTING ROOF TO REMAIN



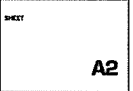
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476 MARVIEW DRIVE

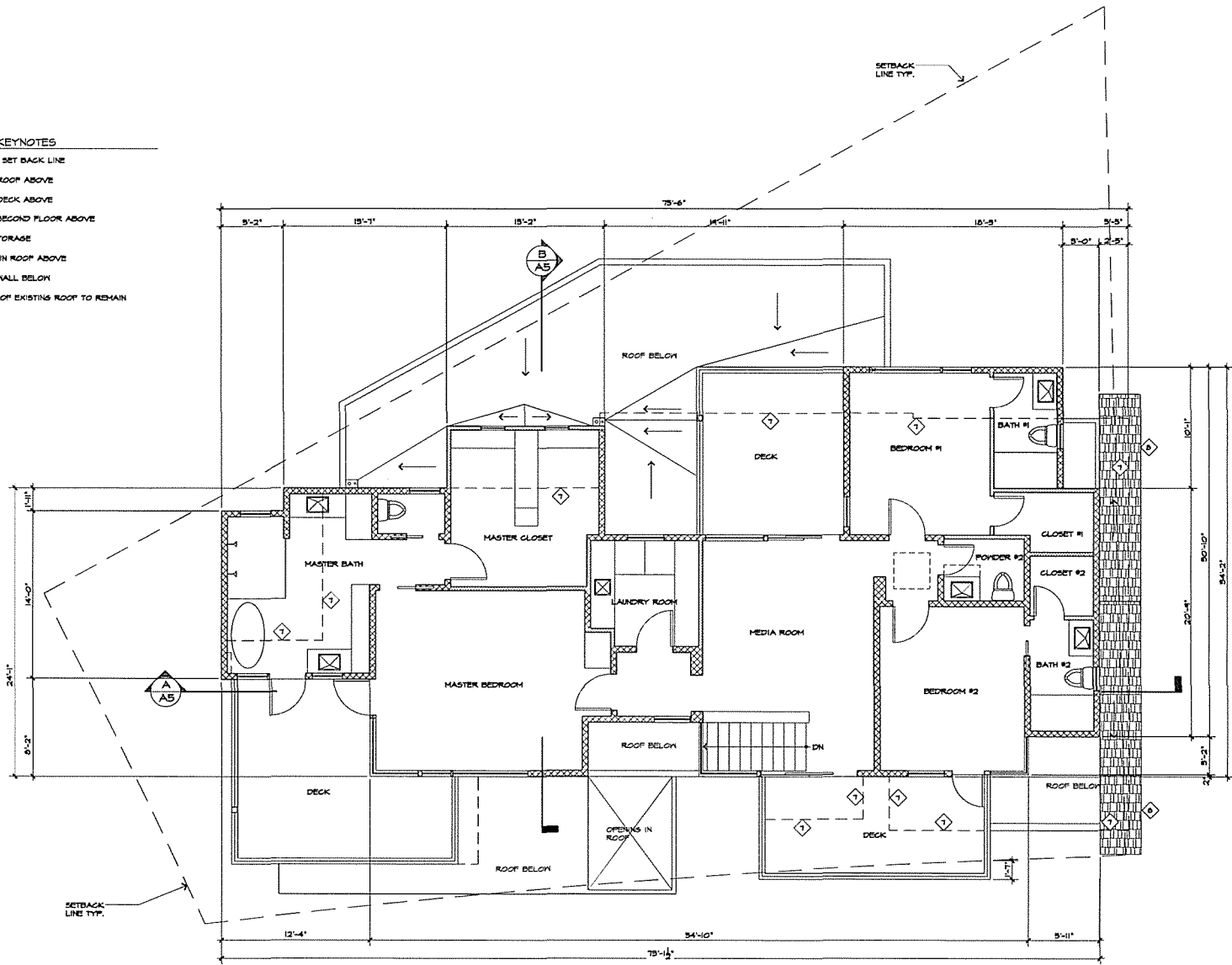
SUBMITTAL DATE	PURPOSE
DRP/SCP I	7/26/15
DRP/SCP II	8/22/15
DRP/SCP III	10/22/15
DRP/SCP IV	12/4/15
DRP/SCP V	12/14/15

DATE MODIFIED	12/14/16
DRAWN BY	GC
JOB NUMBER	1504
DWG FILE	MM_PLAN

FIRST FLOOR PLAN



- PLAN KEYNOTES**
- 1 BUILDING SET BACK LINE
 - 2 LINE OF ROOF ABOVE
 - 3 LINE OF DECK ABOVE
 - 4 LINE OF SECOND FLOOR ABOVE
 - 5 TRASH STORAGE
 - 6 OPENING IN ROOF ABOVE
 - 7 LINE OF WALL BELOW
 - 8 PORTION OF EXISTING ROOF TO REMAIN



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MARVIEW RESIDENCE
SOLANA BEACH, CALIFORNIA
476 MARVIEW DRIVE

SUBMITTAL DATE	PURPOSE
02/28/14	7/16/14
05/22/14	8/22/14
10/22/14	10/22/14
12/14/14	12/14/14
12/14/14	12/14/14

DATE MODIFIED	12/14/14
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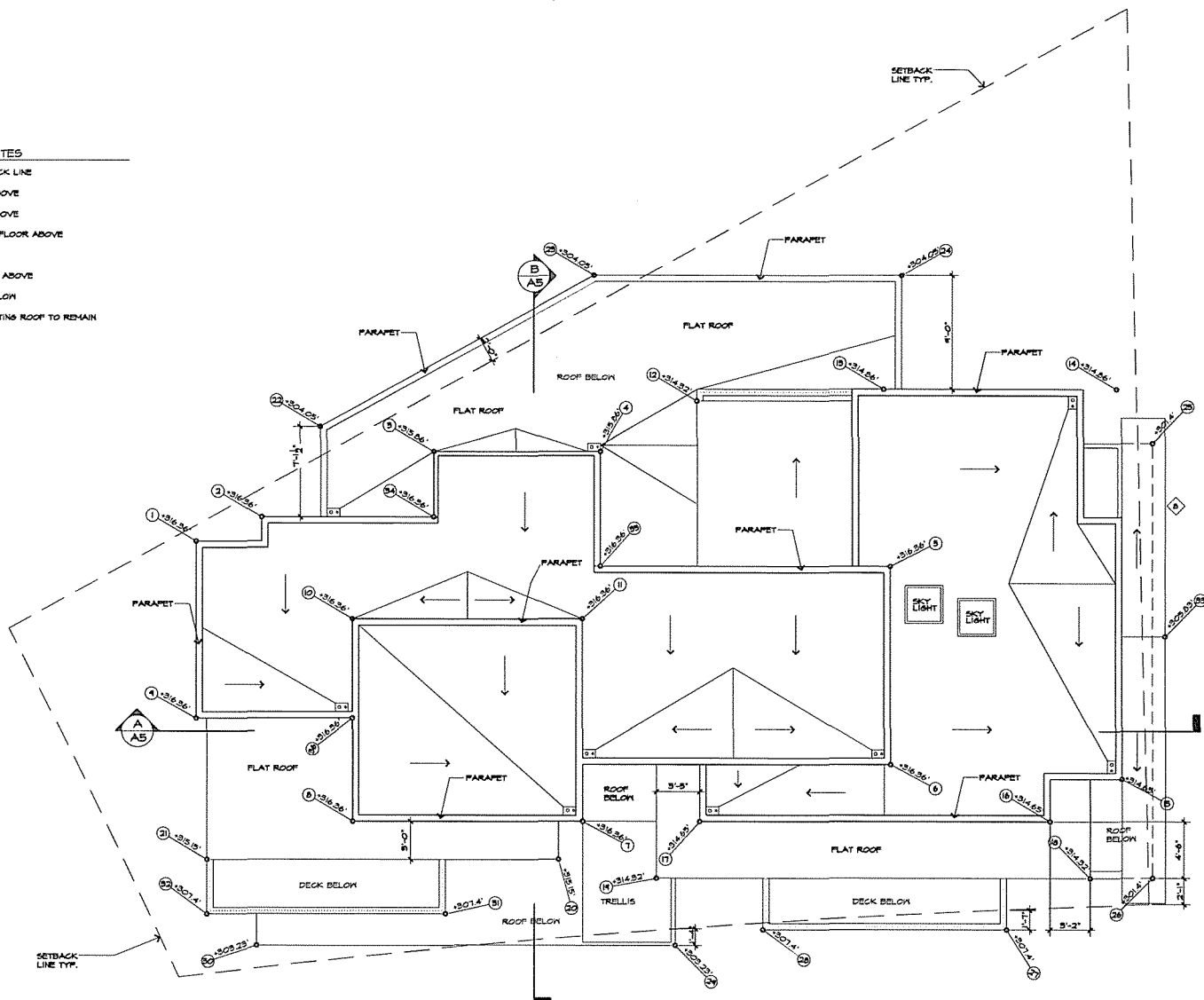
SECOND FLOOR PLAN



SHEET
A2.1

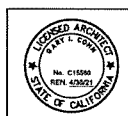
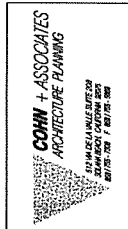
PLAN KEYNOTES

- ① BUILDING SET BACK LINE
- ② LINE OF ROOF ABOVE
- ③ LINE OF DECK ABOVE
- ④ LINE OF SECOND FLOOR ABOVE
- ⑤ TRASH STORAGE
- ⑥ OPENING IN ROOF ABOVE
- ⑦ LINE OF HALL BELOW
- ⑧ PORTION OF EXISTING ROOF TO REMAIN



ROOF PLAN

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



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MARVIEW RESIDENCE

475 MARVIEW DRIVE
SOLANA BEACH, CALIFORNIA

SUBMITAL DATE	PURPOSE
02/25/14	1/16/14
02/25/14	8/26/14
02/25/14	10/22/14
02/25/14	12/14/14
02/25/14	12/14/14

DATE MODIFIED:	12/14/14
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JOB NUMBER:	1404
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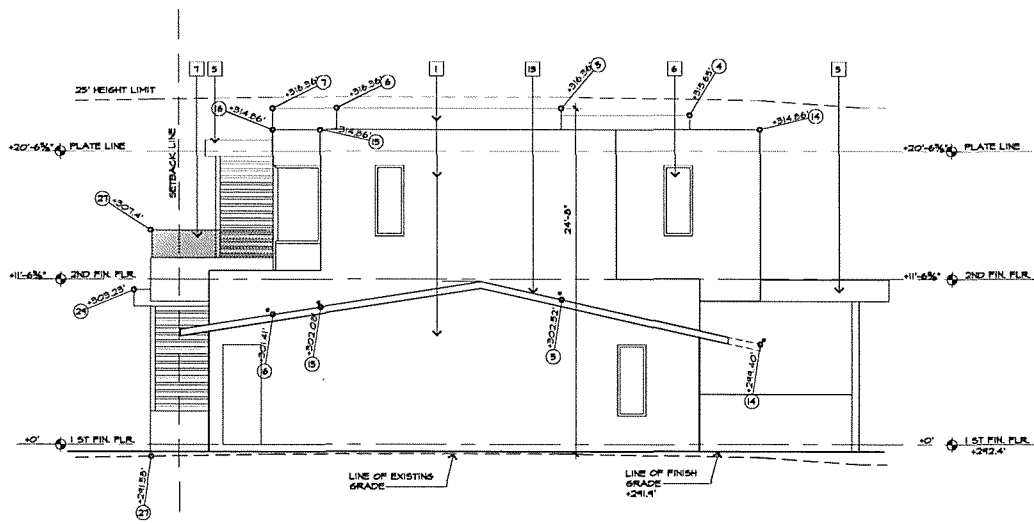
SHEET
A3

MATERIAL & COLOR SCHEDULE/KEYNOTES

SYM	DESCRIPTION	MANUFACTURER	COLOR	FINISH
1	3/8" EXTERIOR CEMENT PLASTER	EXPO	LIGHT GREY	SMOOTH / LIGHT SAND
2	3/8" EXTERIOR CEMENT PLASTER	EXPO	DARK GREY	SMOOTH / LIGHT SAND
3	STONE TILE		LIGHT	
4	WOOD SCREEN		STAINED	
5	METAL		DARK GREY	PAINTED
6	ALUMINUM GLAZ / WOOD INTERIOR HINGING & DOORS	PER OWNER		

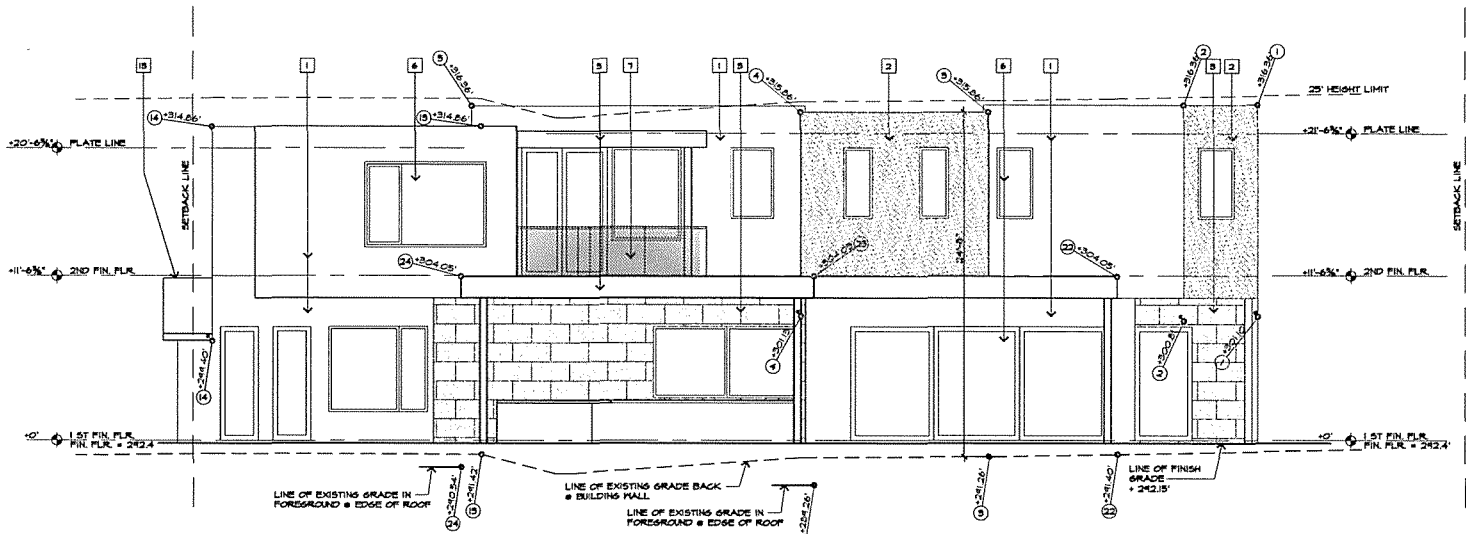
- 7 GLASS GUARD RAIL
- 8 VINYL NEEP SCREED
- 9A EXISTING 8"x16" GRAVEL SPACE VENT TO REMAIN
- 9B NEW 8"x16" GRAVEL SPACE VENT
- 10 MIN. 16"x24" GRAVEL SPACE ACCESS
- 11 SPIRAL STAIR
- 12 WOOD SCREEN
- 13 EXISTING ROOF TO REMAIN

14 BOTTOM OF POLE LOCATED ON TOP OF EXISTING ROOF



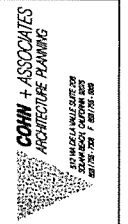
SOUTH ELEVATION

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



EAST ELEVATION

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



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MARVIEW RESIDENCE
476 MARVIEW DRIVE
SOLANA BEACH, CALIFORNIA

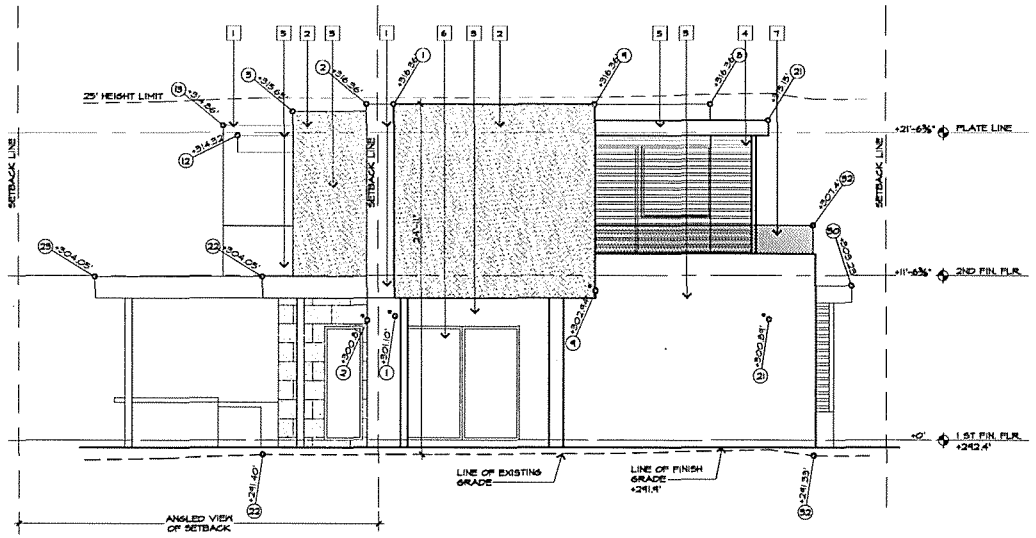
REVISION DATE	PURPOSE
DRP/SDP	7/16/14
DRP/SDP II	8/28/14
DRP/SDP III	10/22/14
DRP/SDP IV	12/14/14
DRP/SDP V	12/14/14

DATE MODIFIED: 1/4/20
DRAWN BY: GC
JOB NUMBER: 1404
DWG FILE: MM_PLAN

SHEET
A4

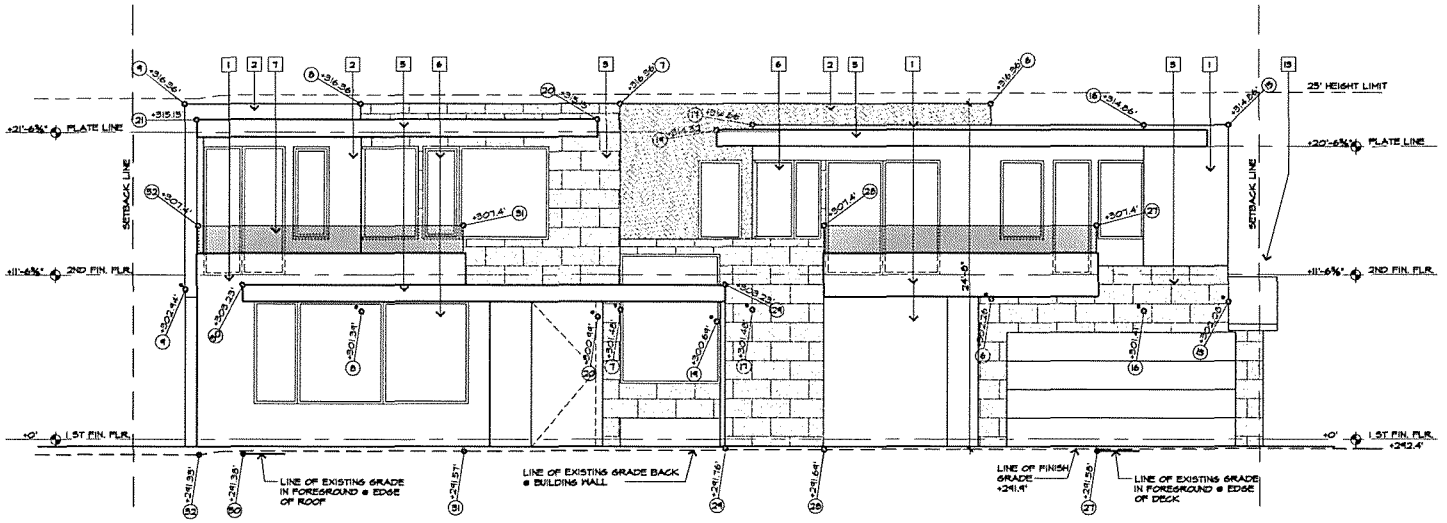
MATERIAL & COLOR SCHEDULE/KEYNOTES				
SYM.	DESCRIPTION	MANUFACTURER	COLOR	FINISH
1	3/4" EXTERIOR CEMENT PLASTER	EXPO	LIGHT GREY	SMOOTH / LIGHT SAND
2	3/4" EXTERIOR CEMENT PLASTER	EXPO	DARK GREY	SMOOTH / LIGHT SAND
3	STONE TILE		LIGHT	
4	WOOD SCREEN			STAINED
5	METAL		DARK GREY	PAINTED
6	ALUMINUM GLAZ / WOOD INTERIOR WINDOWS & DOORS	PER OWNER		
7	GLASS GUARD RAIL			
8	VINYL KEEP SCREED			
9A	EXISTING 8"X16" GRAVEL SPACE VENT TO REMAIN			
9B	NEW 8"X16" GRAVEL SPACE VENT			
10	MIN. 16"X24" GRAVEL SPACE ACCESS			
11	SPIRAL STAIR			
12	WOOD SCREEN			
13	EXISTING ROOF TO REMAIN			

* BOTTOM OF POLE LOCATED ON TOP OF EXISTING ROOF
 (6) 21'-4"



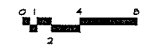
NORTH ELEVATION

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



WEST ELEVATION

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



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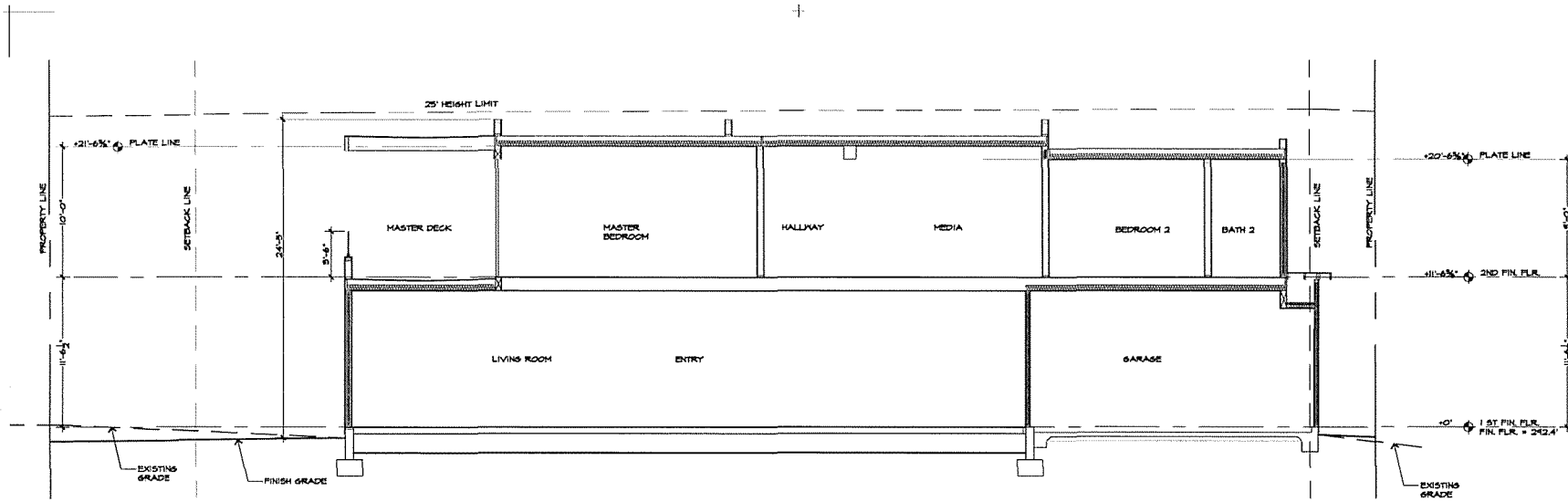
MARVIEW RESIDENCE

SOLANA BEACH, CALIFORNIA
 476 MARVIEW DRIVE

SUBMITTAL DATE	PURPOSE
02/20/18	1/65 AM
02/20/18	0/26 AM
02/20/18	10/23 AM
02/20/18	12/14 AM
02/20/18	12/14 AM

DATE MODIFIED	1/4/20
DRAWN BY	SC
JOB NUMBER	1404
APP FILED	144_Plan

SHEET
A4.1



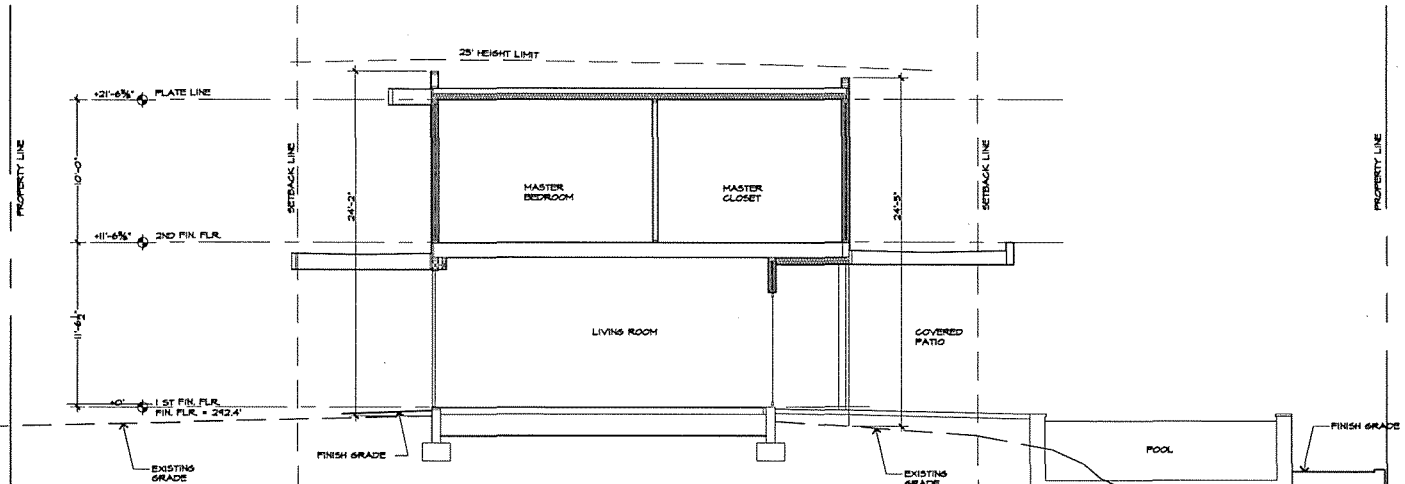
SECTION A

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



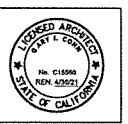
SECTION KEYNOTES

- 1 1/2" EXTERIOR GEMENT PLASTER OVER LATH & BUILDING PAPER, PROVIDE 2-LAYERS OF PAPER AT SHEAR PANELS PER CODE
- 2 3x. STUD @ 16" O.C.
- 3 WEEP SCREED TYP.
- 4 REINFORCED CONCRETE SLAB PER STRUCTURAL OVER 2" MOIST CLEAN SAND MATERIAL OVER 1/2" MIL EXTRUDED POLYOLEFIN PLASTIC W/ A PERMEANCE OF LESS THAN 0.01 PERMS SUCH AS STEGO WRAP OR EQUAL, OVER 4" TYPE-II AGGREGATE BASE, PREPARE SITE PER SOILS REPORT, SEE SPECIFICATIONS DIVISION 3 NOTE 4.
- 5 SLOPE GRADE AND WALKWAY AWAY FROM BUILDING - 2% MINIMUM.
- 6 1/2" GYPSUM BOARD TYPICAL.
- 7 1/2" TYPE 'X' GYPSUM BOARD @ GARAGE WALLS TYP.
- 8 2-LAYERS OF 1/2" TYPE 'X' GYPSUM BOARD @ GARAGE CEILING TYP.
- 9 1/2" DENS ARMOUR PAPERLESS GYPSUM BOARD
- 10 R-19 BATT INSULATION OVER & BELOW GARAGE TYP.
- 11 R-19 BATT INSULATION @ EXTERIOR WALLS TYP.
- 12 R-30 BATT INSULATION @ ROOF TYP.
- 13 BUILT UP ROOFING PER PLAN
- 14 ALUMINUM GLAD HOOD / VINYL WINDOWS AND DOORS
- 15 ELASTOMERIC DECK - SEE FLOOR PLAN KEYNOTES FOR ADDITIONAL INFORMATION.
- 16 METAL FASCIA
- 17 ROOF FRAMING AS OCCURS, SEE STRUCTURAL.
- 18 42" HIGH ABOVE ADJACENT SURFACE GLASS GUARDRAIL BOLTED TO FASCIA WITH STAINLESS STEEL CONNECTORS.



SECTION B

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



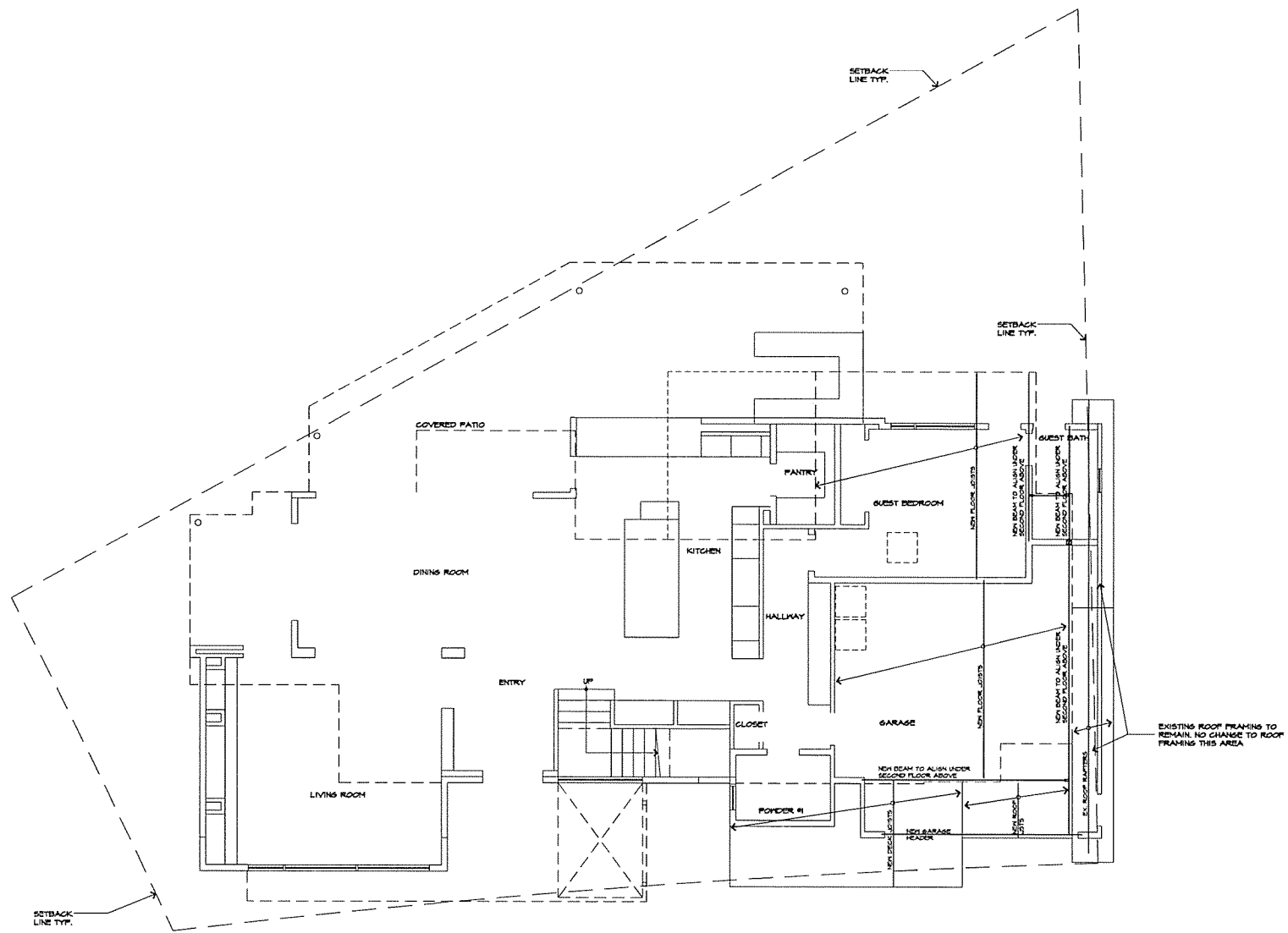
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MARVIEW RESIDENCE
 476 MARVIEW DRIVE
 SOLANA BEACH, CALIFORNIA

SUBMITAL DATE	PURPOSE
DRP/SDP	7/16/18
DRP/SDP II	8/28/18
DRP/SDP III	10/22/18
DRP/SDP IV	12/14/18
DRP/SDP V	12/14/18

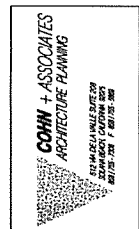
DATE MODIFIED	7/8/18
ISSUED BY	GC
JOB NUMBER	1804
DWG FILED	181_PLAN

SHEET **A5**



PARTIAL 2ND FLOOR FRAMING PLAN

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



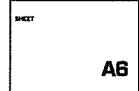
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MARVIEW RESIDENCE

476 MARVIEW DRIVE
SOLANA BEACH, CALIFORNIA

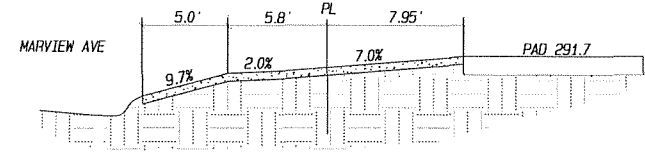
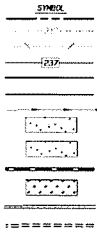
SUBMITAL DATE	PURPOSE
DRP/SDP I 10/6/14	
DRP/SDP II 8/28/14	
DRP/SDP III 10/23/14	
DRP/SDP IV 12/4/14	
DRP/SDP V 12/14/14	

DATE MODIFIED:	12/4/14
DRAWN BY:	GC
JOB NUMBER:	1404
DWG FILE:	144_PLAN

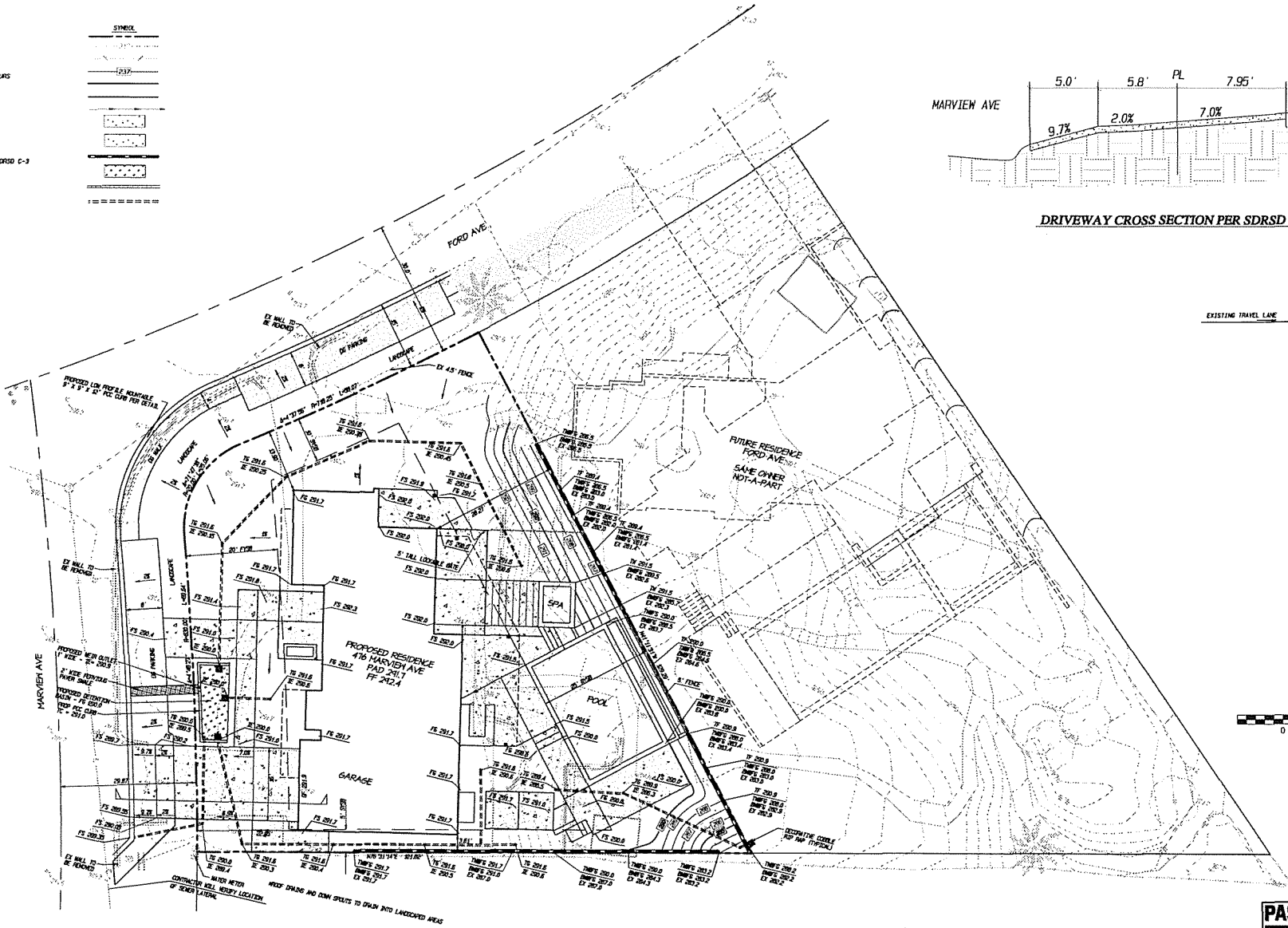
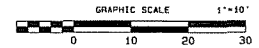
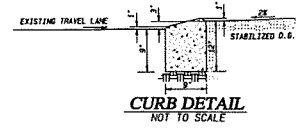


LEGEND

- ITEM DESCRIPTION
- PROPERTY BOUNDARY
- EXISTING CONTOURS
- EXISTING FENCE LINE
- FINISHED GRADE CONTOURS
- BUILDING FOOTPRINT
- LIMIT OF GRADING
- FLOW LINE
- PCC AREA
- 5.5" PCC DRIVEWAY
- RETAINING WALL PER SDRSD C-3
- BIOTENTION AREA
- 6" CHANNEL DRAIN
- 4" PVC STORM DRAIN



DRIVEWAY CROSS SECTION PER SDRSD G-14

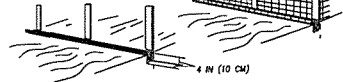


PASCO LARET SUITER
 & ASSOCIATES
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 315 Harris Highway 101, Ste A, Solana Beach, CA 92075
 ph 858.259.8112 | fx 858.259.6812 | pasco@laretstg.com

	ENGINEER OF WORK By: <u>ORIAN AKOGLIND</u> Date: <u>12/31/21</u> Drawn By: <u>21851</u> Date: <u>12/31/21</u>	CITY APPROVED CHANGES _____ _____ _____	APP'D DATE _____ _____ _____	RECOMMENDED FOR APPROVAL By: _____ Date: _____ Review Engineer: _____ Date: _____	APPROVED FOR CONSTRUCTION By: <u>REHMANU SANNAK, City Engineer</u> B.C.N. <u>37145</u> Date: <u>8/26/21</u> _____ _____	BENCH MARK _____ _____ _____	CITY OF SOLANA BEACH 476 MARVIEW DRIVE SHEET 2 OF 3	DRAWING NO. _____ _____
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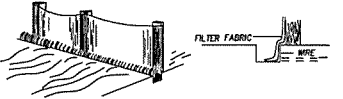
EROSION CONTROL PLAN

1. SET POSTS AND EXCAVATE A 4 BY 4 IN (10 BY 10 CM) TRENCH UPSLOPE FROM AND ALONG THE LINE OF POSTS.

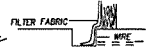


4 IN (10 CM)

3. ATTACH THE FILTER FABRIC TO THE WIRE FENCE AND EXTEND IT INTO THE TRENCH.



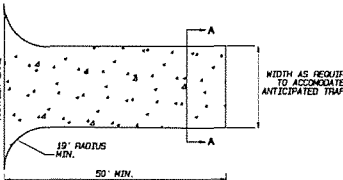
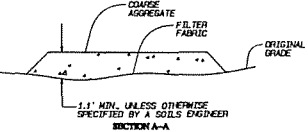
4. BACKFILL AND COMPACT THE EXCAVATED SOIL.



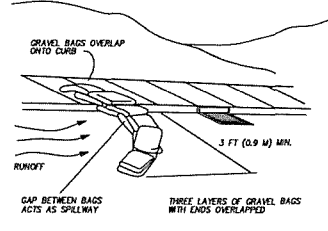
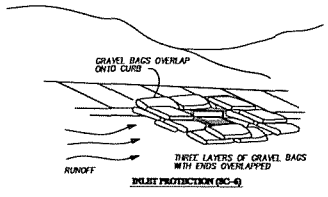
SILT FENCE (SC-1)

LEGEND

SUBDIVISION BOUNDARY	---
SILT FENCE	—X—X—
CONSTRUCTION ENTRANCE	—
GRAVEL BAG	▨
FIBER ROLLS	▩



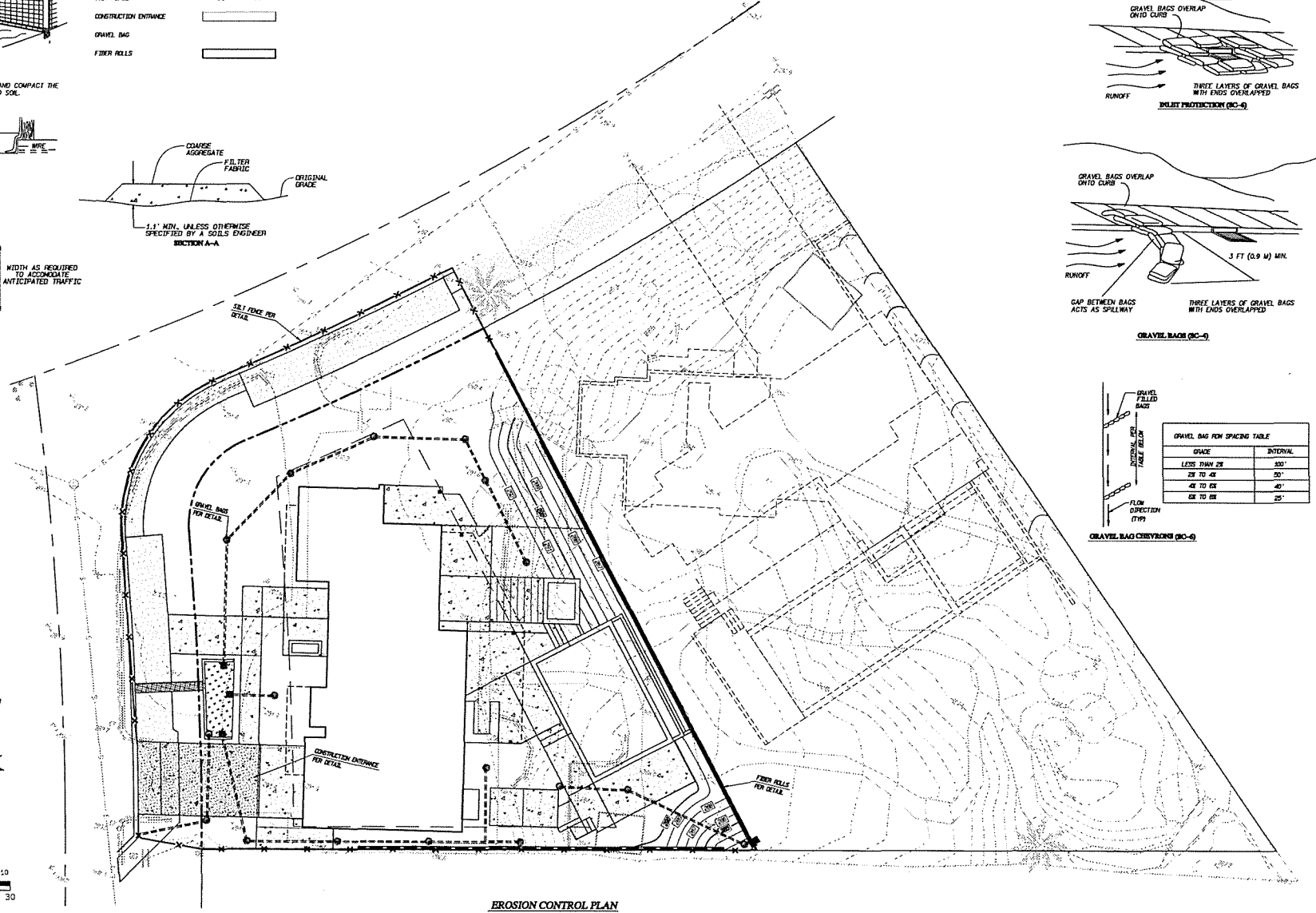
CONSTRUCTION ENTRANCE (TC-1)



GRAVEL BAG SPACING TABLE

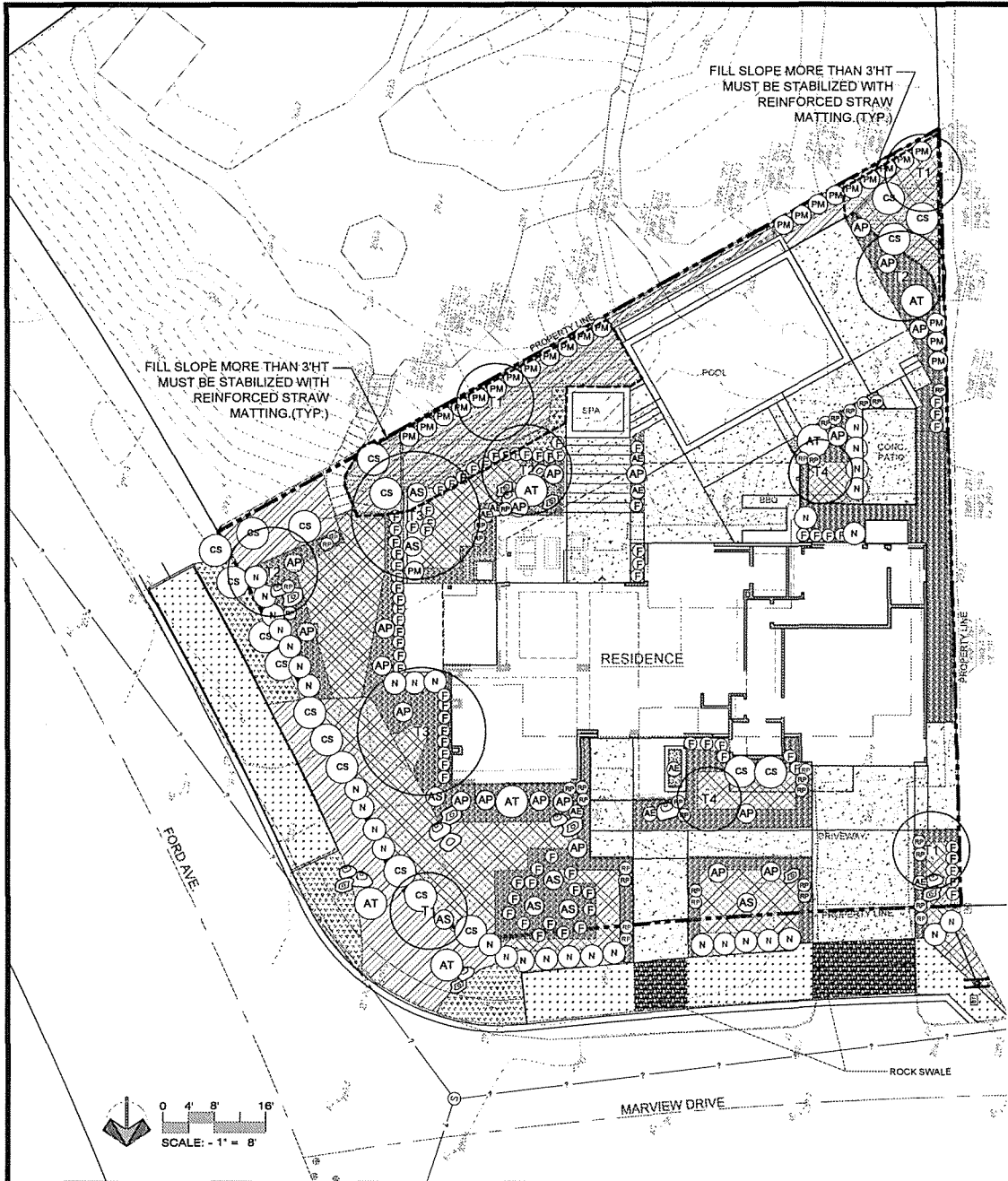
GRADE	INTERVAL
LESS THAN 2%	50'
2% TO 4%	30'
4% TO 6%	20'
6% TO 8%	15'

GRAVEL BAG CONVEYORS (BC-6)



EROSION CONTROL PLAN

ENGINEER OF WORK		CITY APPROVED CHANGES		APP'D DATE	RECOMMENDED FOR APPROVAL	APPROVED FOR CONSTRUCTION	BENCH MARK	CITY OF SOLANA BEACH	DRAWING NO.
Drawn By:	By: <u>BRIAN AFFOLINO</u> Date: <u>12/31/21</u>				By: <u>MUHAMMAD SAMMA, City Engineer</u> Date: <u>8/26/20</u>		PROJECT: <u>472 MARVIEW DRIVE, SOLANA BEACH, CA 92088</u>	EROSION CONTROL PLAN	472 MARVIEW DRIVE
	Checked By: <u>7/19/21</u>						LOCATION: <u>472 MARVIEW DRIVE, SOLANA BEACH, CA 92088</u>		SHEET 3 OF 3
							RECORD NUMBER: <u>71-41</u> DAYTIME: <u>8:00 AM</u>		1/8/2020 PLSA 2088



PLANT LEGEND

TREES

SYM	BOTANICAL NAME	COMMON NAME	SIZE	HT.	WU-COLS
T1	PODOCARPUS GRACILIOR	FERN PODOCARPUS	15 GAL.	40'-50'	MOD.
T2	CERCIDIUM 'DESERT MUSEUM'	DESERT MUSEUM PALO VERDE	24" BOX	20'-70'	LOW
T3	QUERCUS AGRIFOLIA	COAST LIVE OAK	24" BOX	40'-50'	V.LOW
T4	MAGNOLIA 'LITTLE GEM'	LITTLE GEM DWARF SOUTHERN MAGNOLIA	15 GAL.	20'-25'	MOD.

SHRUBS

SYM	BOTANICAL NAME	COMMON NAME	SIZE	HT.	WU-COLS
AT	AGAVE TEQUILIANA	AGAVE TEQUILA	15 GAL.	4'-5'	LOW
AP	AGAVE PARRYI	ARTICHOKE AGAVE	5 GAL.	2'-3'	LOW
CS	CISTUS	ROCK ROSE	5 GAL.	4'	LOW
RP	GALANDRINIA SPECTABILIS 'SHINING PINK'	SHINING PINK ROCK PURSLANE	5 GAL.	8"-12"	LOW
PM	PODOCARPUS M. 'MAKI'	SHRUBBY YEWE	15 GAL.	8'-10'	MOD.
F	FESTUCA MAREI	ATLAS FESCUE	1 GAL.	2'-3'	LOW
N	NANDINA 'LEMON LIME'	---	5 GAL.	3'-4'	LOW
AS	AGAVE 'SHARKSKIN'	SHARKSKIN AGAVE	15 GAL.	2'-3'	LOW
AE	AEONIUM 'PURPLE QUEEN'	---	1 GAL.	8'-10'	LOW

GROUND COVERS

SYM	NAME	COMMON NAME	SIZE	HT.	WU-COLS
[Symbol]	KURAPIA	--	PLUGS 8" O.C.	1'-3"	LOW
[Symbol]	SEDUM 'LITTLE MISSY'	LITTLE MISSY STONE CROP	4" POTS 8" O.C.	3"	LOW
[Symbol]	SENECIO SERPENS	BLUE CHALKSTICKS	FLATS 24" O.C.	1'	LOW
[Symbol]	LAMPBRANTHUS SPECTABILIS	PURPLE TRAILING ICEPLANT	FLATS 30" O.C.	6"-12"	LOW
[Symbol]	FESTUCA MAREI	ATLAS FESCUE	FLATS 24" O.C.	2'-3'	LOW
[Symbol]	3/8" CRUSHED ROCK				
[Symbol]	ROCK SWALE				

- LANDSCAPE GENERAL NOTES:**
1. ALL LANDSCAPE AND IRRIGATION SHALL CONFORM TO THE CITY OF SOLANA BEACH LANDSCAPE REGULATIONS.
 2. MAINTENANCE: ALL REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY OWNER. LANDSCAPE & IRRIGATION AREAS IN THE PUBLIC RIGHT OF WAY SHALL BE MAINTAINED BY THE OWNER. LANDSCAPE AREAS SHALL BE MAINTAINED FREE OF DEBRIS AND LITTER AND ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION. DISEASED OR DEAD PLANT MATERIAL SHALL BE SATISFACTORILY TREATED OR REPLACED PER THE CONDITIONS OF THE PERMIT.
 3. IRRIGATION: A WATER EFFICIENT, AUTOMATIC, ELECTRICALLY CONTROLLED IRRIGATION SYSTEM SHALL BE PROVIDED AS REQUIRED FOR PROPER IRRIGATION, DEVELOPMENT, AND MAINTENANCE OF THE VEGETATION IN A HEALTHY, DISEASE-RESISTANT CONDITION. THE DESIGN OF THE SYSTEM SHALL PROVIDE ADEQUATE SUPPORT FOR THE VEGETATION SELECTED. THE PROPOSED IRRIGATION SYSTEM SHALL BE A COMBINATION OF POP-UP SPRAY HEAD AND DRIP LINE. THE CITY MAY REQUIRE COMMERCIAL PROJECTS TO EXTEND EXISTING RECYCLED WATER SYSTEMS TO THE PROPERTY, PER SBMC 17.56.20
 4. ALL GRADED, DISTURBED, OR ERODED AREAS THAT WILL NOT BE PERMANENTLY PAVED OR COVERED BY STRUCTURES SHALL BE PERMANENTLY RE-VEGETATED AND IRRIGATED.
 5. LANDSCAPE FINISH GRADING OBJECTIVES WILL INCLUDE POSITIVE SURFACE DRAINAGE OF PLANTED AREAS THROUGHOUT THE SITE.
 6. A SOIL TEST BY A QUALIFIED AGRONOMIST SHALL FURTHER INFLUENCE PLANT MATERIALS AND INSTALLATION TECHNIQUES.
 7. ALL SOILS WILL BE FERTILIZED, AMENDED, AND TILLED TO CONFORM TO RECOMMENDATIONS MADE BY A SOIL TESTING LABORATORY AND/OR LANDSCAPE ARCHITECT IN ORDER TO PROMOTE HEALTHY AND VIGOROUS PLANT GROWTH.
 8. ALL PROPOSED PLANTING AREAS SHALL BE TREATED WITH SOIL CONDITIONERS TO INCREASE AND RETAIN SOIL MOISTURE.
 9. ALL PLANTER AREAS SHALL RECEIVE A 3" DEPTH OF SHREDDED BARK MUGH.
 10. ALL PLANTING AREAS WILL BE MAINTAINED IN A WEED AND DEBRIS FREE CONDITION.
 11. NON-BIODEGRADABLE ROOT BARRIERS SHALL BE INSTALLED WHERE TREES ARE PLACED WITHIN 5' OF PUBLIC IMPROVEMENTS INCLUDING WALKS, CURBS, OR STREET PAVEMENT OR WHERE NEW PUBLIC IMPROVEMENTS ARE PLACED ADJACENT TO EXISTING TREES. ROOT BARRIERS WILL NOT BE WRAPPED AROUND THE ROOT BALL.

I AM FAMILIAR WITH THE REQUIREMENTS FOR LANDSCAPE AND IRRIGATION PLANS CONTAINED IN THE CITY'S WATER EFFICIENT LANDSCAPE REGULATIONS. I HAVE PREPARED THIS PLAN IN COMPLIANCE WITH THOSE REGULATIONS AND THE LANDSCAPE DESIGN MANUAL. I CERTIFY THAT THE PLAN IMPLEMENTS THOSE REGULATIONS TO PROVIDE EFFICIENT USE OF WATER.

Signature: _____ DATE: 07-11-19



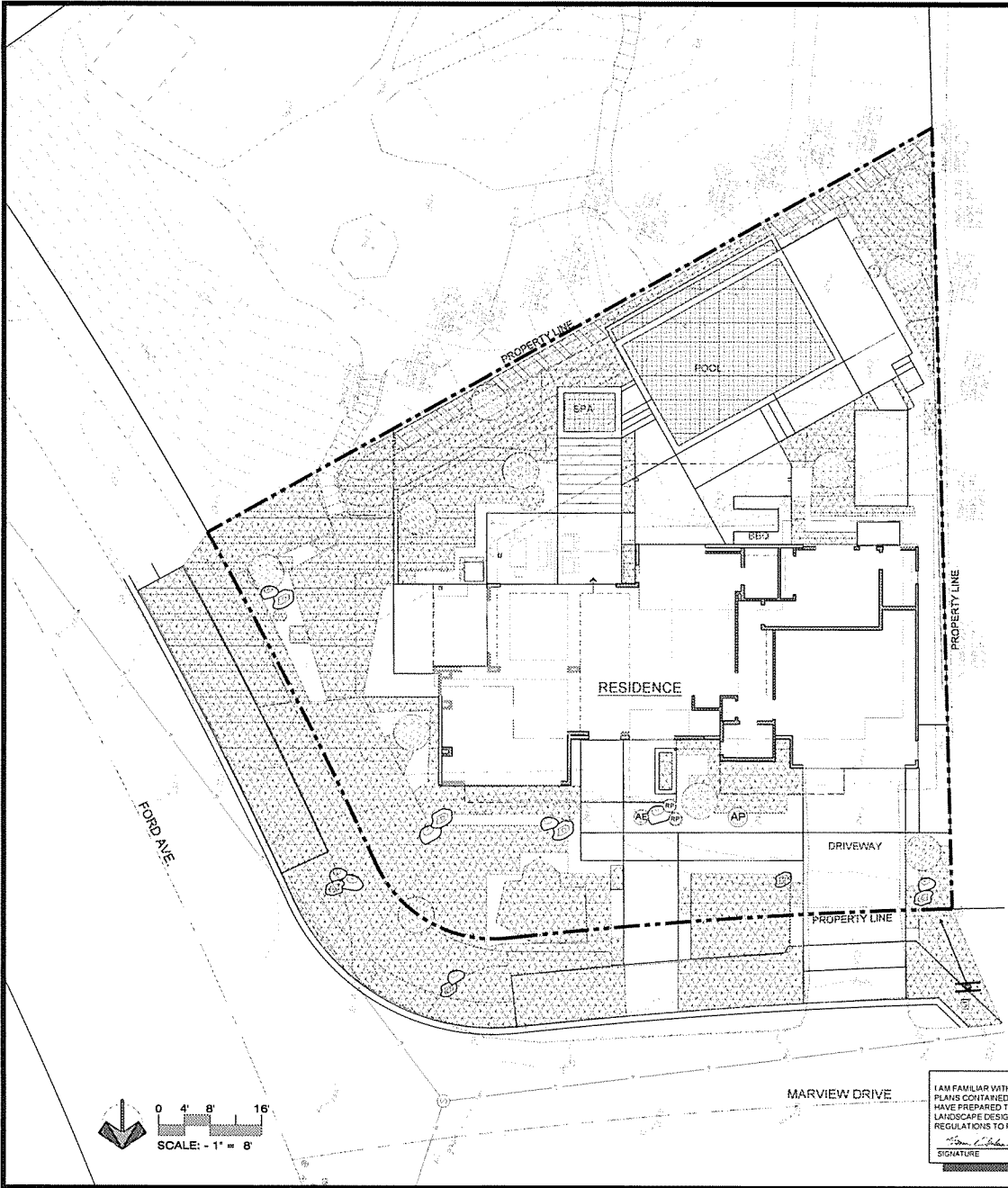
SHEET TITLE:
**LANDSCAPE CONCEPT
 PLANTING**

PROJECT:
MARVIEW RESIDENCE
 476 MARVIEW RIVE
 SOLANA BEACH, CA

REVISIONS:

NO.	DESCRIPTION	DATE

DRAWN: JA
 APPROVED: SC
 DATE: 01-26-19
 SCALE: AS SHOWN
 SHEET L1 of 2



HYDROZONE LEGEND

SYM	ZONE # AND DESCRIPTION	SQ.FT.	WUCOLS
[Symbol]	HYDROZONE 1 - TREES	275	MODERATE
[Symbol]	HYDROZONE 2 - SHRUBS AND GROUNDCOVER	171.4	MODERATE
[Symbol]	HYDROZONE 3 - SHRUBS AND GROUNDCOVER	4,660.8	LOW
[Symbol]	SPECIAL LANDSCAPED AREA (SLA)	608.6	HIGH

ESTIMATED TOTAL WATER USE (ETWU) WORKSHEET

$ETWU = (ETWU_{0.62}) \left(\frac{PF \times HA}{IF} + SLA \right)$

Estimated Total Water Use = 71,937.32 gallons per year
 Estimated Total Water Use = 608.6 gallons per square foot

Line	Description	1	2	3	4	SLA	
1	Evapotranspiration Rate (ET _r)	Use 4.1 (rest of 1-5) (rest of 1-5)					
2	Conversion Factor - 0.62	0.62					
3	Hydrozone Area (HA) - in square feet	275	171.4	4,660.8		608.6	
4	ET _r x Line 3	165	102.84	1,398.24			
5	Evaporation (E _{pot}) (E _{pot})	75	75	75			
6	(E _{pot} x Line 2)	220	137.12	1,864.23			
7	TOTAL of all Line 6 boxes + SLA	2,829.95					
8	ETWU (gallons per year)	71,937.32					
9	Estimated Total Water Use - ETWU (gallons per year)	71,937.32					

MAXIMUM APPLIED WATER APPLICATION (MAWA) calculation:
 MAWA = 25.42 (ET_r x 4,660.8) + (ET_r x 608.6) = **72,124.42**

January 2016 Page 3 of 9

I AM FAMILIAR WITH THE REQUIREMENTS FOR LANDSCAPE AND IRRIGATION PLANS CONTAINED IN THE CITY'S WATER EFFICIENT LANDSCAPE REGULATIONS AND I HAVE PREPARED THIS PLAN IN COMPLIANCE WITH THOSE REGULATIONS AND THE LANDSCAPE DESIGN MANUAL. I CERTIFY THAT THE PLAN IMPLEMENTS THOSE REGULATIONS TO PROVIDE EFFICIENT USE OF WATER.

Signature: *[Signature]*
 DATE: 07-16-19



SHEET TITLE:
**LANDSCAPE CONCEPT
 IRRIGATION ZONES**

PROJECT:
**MARVIEW RESIDENCE
 476 MARVIEW RIVE
 SOLANA BEACH, CA**

REVISIONS

NO.	DATE	DESCRIPTION

DRAWN: JA
 APPROVED: SC
 JOB NO:
 DATE: 8/19/20
 SCALE: AS SHOWN



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: January 22, 2020
ORIGINATING DEPT: Community Development Department
SUBJECT: **Public Hearing: Request for a DRP and SDP to Demolish the Existing Single-Family Residence and Construct a Replacement Single-Family Residence with an Attached Garage and Perform Associated Site Improvements at 731 Avocado Place. (Case # 17-18-15 Applicants: Truc and Alex Harris; APN: 298-381-17; Resolution No. 2019-138, Resolution No. 2019-141)**

BACKGROUND:

The Applicants, Truc and Alex Harris, are requesting City Council approval of a Development Review Permit (DRP) and Structure Development Permit (SDP) to demolish the existing single-family residence and construct a replacement single-family residence with an attached garage and perform associated site improvements at 731 Avocado Place. The 39,309 square foot lot is located within the Estate Residential (ER-2) Zone and the Dark Sky Area.

The original project was presented to the City Council on October 23, 2019 and the City Council was unable to make the required findings to approve the project. The Council asked the Applicants if they would be willing to continue the project to a date uncertain so that they could address the concerns that were voiced during the Public Hearing by citizens and the City Council members. The Applicants indicated that they were willing to continue the project.

The revised project before the Council proposes the construction of a 6,112 square foot single family replacement residence with an attached 982 square foot garage which would require the grading quantities to include 610 cubic yards of excavation for footings, 2,140 cubic yards of fill, 1,530 cubic yards of import and 340 cubic yards of remedial grading. The maximum building height is proposed at 21.6 feet above the existing grade with the highest story pole measured to 254.3 feet above mean sea level (MSL). The project meets two thresholds for the requirement of a DRP, including: 1) an aggregate grading quantity in excess of 100 cubic yards; and 2) construction in excess of 60 percent of the maximum

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

allowable floor area. The project requires a SDP because the proposed development exceeds 16 feet in height above the existing grade.

The issue before the Council is whether to approve, approve with conditions, or deny the Applicants' request as contained in Resolution 2019-138 (Attachment 1).

DISCUSSION:

At the October 23, 2019 Council meeting, the Applicants indicated that they were willing to address comments and concerns raised during the Public Hearing; therefore, the hearing was continued to a date uncertain. The Applicants submitted revised plans to the Community Development Department on December 16, 2019. Subsequently, the plans were revised and submitted on January 6, 2020. The final revised plans have been provided in Attachment 2. The October 23, 2019 Staff Report is included in Attachment 3 for reference.

The Applicants have made the following revisions to the proposed project:

- The entire second floor of the proposed structure was removed. This results in a structure with a maximum floor area of 6,694 square feet which is a reduction of 1,936 square feet from the original project design.
- The proposed pad below the residence was lowered 1.7 feet from the previous design to an elevation of 237.3 feet above Mean Sea Level (MSL). The finished floor is proposed at 239 feet above MSL. This would result in a maximum building height of 21.6 feet above the existing grade (at 232.7 MSL) and 17 feet above the proposed grade.
- With the original design, story poles were certified at 25 feet above the existing grade with the tallest point of the structure at 263.0 feet above MSL. As revised, the tallest point of the structure is at the front entry of with a height of 21.6 above the existing grade or 254.3 feet above MSL.
- The lowered building pad would also lower the above ground height of the retaining wall proposed on the northeast side of the garage by 1.4 feet. Although the entire wall is located below the existing grade and would not exceed the maximum fence and wall height, the wall would be 4.8 feet from the proposed grade.
- The Preliminary Grading Plan was revised and the total grading quantity was modified. Overall, the amount of soil to be excavated was increased and the amount of import/fill was decreased by approximately 2,000 cubic yards. The proposed grading quantities for the revised design would be 610 cubic yards of cut, 2,140 cubic yards of fill, 1,530 cubic yards of import and 340 cubic yards of remedial grading onsite.

- The Landscape Plan was revised to remove the proposed *Parkinsonia* 'Desert Museum' Palo Verde that had a mature height and spread of 25 feet that were proposed along the Avocado Place street frontage. The Applicants are proposing to instead plant *Lagerstroemia indica* X *fauriei* "Hopi" Crape Myrtle that has a mature height and spread of 15 feet in their place. All other plant species will remain the same as previously proposed, however, the number and locations of the proposed plants have been modified. This landscape plan has been reviewed by the City's third-party landscape architect and has been recommended for approval.

Conditions from the Planning, Engineering, and Fire Departments have been incorporated into the updated Resolution of Approval (Attachment 1).

In conclusion, the proposed project, as conditioned, could be found to be consistent with the Zoning regulations and the General Plan. Should the Council determine that the findings can be made to approve the project, the SDP will be approved concurrently with the DRP.

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 2019-138.
- 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.

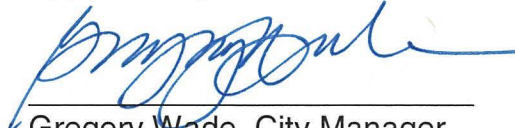
DEPARTMENT RECOMMENDATION:

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 and SDP. Therefore, Staff recommends that the City Council:

1. Conduct the continued 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 2019-138 conditionally approving a Development Review Permit (DRP) and Structure Development Permit (SDP) to demolish the existing single-family residence and construct a replacement single-family residence with an attached garage and perform associated site improvements at 731 Avocado Place, Solana Beach.
4. Adopt Resolution 2019-141 ordering the vacation of excess public street right-of-way at 731 Avocado Place.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Updated Resolution 2019-138
2. Resolution 2019-141
3. Revised Project Plans
4. October 23, 2019 Staff Report Package

RESOLUTION NO. 2019-138

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A DEVELOPMENT REVIEW PERMIT AND AN ADMINISTRATIVE STRUCTURE DEVELOPMENT PERMIT TO DEMOLISH THE EXISTING SINGLE-FAMILY RESIDENCE AND CONSTRUCT A REPLACEMENT SINGLE-FAMILY RESIDENCE AND PERFORM ASSOCIATED SITE IMPROVEMENTS AT 731 AVOCADO PLACE, SOLANA BEACH

APPLICANTS: Truc and Alex Harris
CASE NO.: 17-18-15 DRP/SDP

WHEREAS, Truc and Alex Harris (hereinafter referred to as “Applicants”), have submitted an application for a Development Review Permit (DRP) and Structure Development Permit (SDP) pursuant to Title 17 (Zoning) of the Solana Beach Municipal Code (SBMC); and

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

WHEREAS, at the Public Hearing on October 23, 2019, the City Council received and considered evidence concerning the proposed application; and

WHEREAS, the City Council of the City of Solana Beach continued the project to a date uncertain so that the Applicants could revise the project to address comments made at the October 23, 2019 Council meeting; and

WHEREAS, at the public hearing on January 22, 2020, the City Council received and considered evidence concerning the proposed application as revised; and

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

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

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

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

- I. That the foregoing recitations are true and correct.
- II. That the request for a DRP and a SDP to demolish the existing single-family residence and construct a replacement 6,112 square foot, single-story, single family residence with an attached 982 square foot garage and perform associated site

improvements 731 Avocado Place, is conditionally approved based upon the following Findings and subject to the following Conditions:

III. FINDINGS

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

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

General Plan Consistency: The project, as conditioned, is consistent with the City's General Plan designation of Estate Residential, which allows for single-family residential development on semirural estate lots with a maximum density range of one to two 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 Estate Residential (ER-2) 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 Ratio (FAR), maximum building height, and parking requirements.

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

- a. *Relationship with Adjacent Land Uses: The development shall be designed in a manner compatible with and complementary to existing development in the immediate vicinity of the project site and the surrounding neighborhood. The development as proposed shall also be compatible in scale, apparent bulk, and massing with such existing development in the surrounding neighborhood. Site planning on or near the perimeter of the development shall give consideration to the protection of surrounding areas from potential adverse effects.*

The subject site is located within the Estate Residential (ER-2) Zone. The surrounding neighborhood consists of a mix of one- and two-story, single-family residences.

The project, as designed, is consistent with permitted uses for the ER-2 Zone. The property is designated Estate Residential in the General Plan and intended for single-family residential development on semirural estate lots within a density range of one to two units per acre. The proposed development is consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

The property is not located within any of the City's Specific Plan areas; however, it is located within the boundaries of the Dark Sky Area and within the Coastal Zone. As conditioned, the project could be found to be in conformance with the regulations of the Dark Sky Area.

- b. Building and Structure Placement: Buildings and structures shall be sited and designed to minimize adverse impacts on the surrounding properties and designed in a manner which visually and functionally enhance their intended use and complement existing site topography. Multi-family residential buildings shall be sited to avoid crowding and to allow for a functional use of the space between buildings.*

The site is currently developed with a two-story, single-family residence with an attached garage. The Applicants propose to demolish the existing structure and construct a replacement one-story, 6,112 square foot, single family residence with an attached 982 square foot garage and perform associated site improvements.

The existing U-shaped driveway would be reconfigured so that both curb cuts are on Avocado Place off of the eastern property line instead of one off of the private drive and one from Avocado Place in the northeast corner of the lot.

The proposed structure would be located towards the northeast corner of the pie-shaped lot. The living area would be made up of a three-car garage, a great room, kitchen, pantry, and dining room, an office, powder room, laundry room, three bedrooms with ensuite bathrooms and a master suite.

The ER-2 Zone requires a 25-foot front yard setback, 10-foot side yard setbacks, and a 40 foot rear yard setback. The proposed residence is setback 25 feet from the front property line which is the eastern property line where the lot abuts Avocado Place. The proposed residence would be setback approximately 11 feet from the north side property line and approximately 55 feet from the western property line. Due to the fact that the property only has three sides, the rear yard setback is taken from the corner of the lot at the point where the north and west property lines are ten feet apart. As designed, the proposed project will comply with the required setbacks.

The SBMC parking regulations require two off-street parking spaces per single-family residence. The SBMC indicates that when required spaces are provided in a garage, up to 200 square feet of floor area is exempted for each required space. The site is required to provide two parking spaces; therefore, the project is afforded a 400 square-foot exemption. The maximum floor area calculation for the 39,310 square foot property is as follows:

0.60 for the first 5,000 SF	3,000 SF
0.30 for between 5,000 SF-20,000 SF	4,500 SF
0.15 for SF above 20,000 SF	2,897 SF
Maximum Allowable Floor Area:	10,397 SF

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

- c. *Landscaping: The removal of significant native vegetation shall be minimized. Replacement vegetation and landscaping shall be compatible with the vegetation of the surrounding area. To the maximum extent practicable, landscaping and plantings shall be used to screen parking areas, storage areas, access roads, and other service uses of the site. Trees and other large plantings shall not obstruct significant views when installed or at maturity. Drought tolerant plant materials and water conserving irrigation systems shall be incorporated into all landscaping plans.*

The project is 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 Applicants provided a conceptual landscape plan that has been reviewed by the City's third-party

landscape architect, who has recommended approval. The Applicants will be required to submit detailed construction landscape drawings that will be reviewed by the City's third-party landscape architect for conformance with the conceptual plan. In addition, the City's third-party landscape architect will perform inspections during the construction phase of the project. A separate condition has been added to require that native or drought-tolerant and non-invasive plant materials and water-conserving irrigation systems are required to be incorporated into the landscaping to the extent feasible.

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

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. The Applicants are proposing to construct an attached, 982 square foot, three-car garage and storage area accessed by a driveway along the eastern property line. 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. Two spaces are required, therefore, the garage area of 400 square feet 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 proposes grading in the amounts of 340 cubic yards of remedial grading, 610 cubic yards of cut, 1,530 cubic yards of import and 2,140 cubic yards of fill. The proposed site grading would create a flat building pad and usable yard area and provide driveway access along the eastern property line.

- 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).

The project site is located within the City's Dark Sky Area which has specific lighting regulations to preserve the traditional semirural character of the area which includes low levels of nighttime illumination. These regulations prohibit the outside illumination for aesthetic or dramatic purposes of any building and/or surrounding landscape, including environmentally sensitive habitat areas (public or private). Conditions of project approval include that all new exterior lighting fixtures comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060); that 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; and that aesthetic illumination of the proposed residence or landscaping is prohibited.

- 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 replacement single-family residence with an attached garage; therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040.

- III. All required permits and approvals 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 Applicants 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 exceeds 16 feet in height above the existing grade, therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicants were required to complete the SDP process. The Story Pole Height Certification was certified by a licensed land surveyor on March 15, 2019 showing a maximum building height of 25 feet above the existing grade. Notices were mailed to property owners and occupants within 300 feet of the project site establishing a deadline to file for View Assessment by June 20, 2019. One Application for View Assessment was received from the neighbor at 736 Avocado Place.

The project was heard at the regularly scheduled August 20, 2019 View Assessment Commission (VAC) meeting. At that meeting, the VAC was not able to make the required findings and recommended denial of the project.

The Applicants requested that the City Council reconsider the VAC recommendation and approve the project as designed. At the October 23, 2019 City Council Public Hearing, the City Council was not able to make the required findings to approve the project and continued the matter to a later date.

The Applicants have redesigned the project by lowering the proposed pad for the residence by 1.7 feet and removing the second story component from the proposed project. The maximum building height for the revised design would be 21.6 feet above the existing grade or 254.3 feet above MSL. The Applicants are requesting that the City Council reconsider the VAC recommendation with the proposed revised design.

In making a decision on a matter for which view assessment has been requested, the City Council shall be required to make the following findings:

- I. *The applicant for the structure development permit has made a reasonable attempt to resolve the view impairment issues with the person(s) requesting view assessment. Written evidence of a good faith voluntary offer to meet and discuss view issues, or of a good faith voluntary offer to submit the matter to mediation, is hereby deemed to be a reasonable attempt to resolve the view impairment issues.*

[To be completed once Council has made a determination]

- II. *The proposed structure does not significantly impair a view from public property (parks, major thoroughfares, bike ways, walkways, equestrian trails) which has been identified in the city's general plan, local coastal program, or city designated viewing areas.*

[To be completed once Council has made a determination]

- III. *The structure is designed and situated in such a manner as to minimize impairment of views.*

[To be completed once Council has made a determination]

- IV. *There is no significant cumulative view impairment caused by granting the application. Cumulative view impairment shall be determined by: (a) Considering the amount of view impairment caused by the proposed structure; and (b) considering the amount of view impairment that would be caused by the construction on other parcels of structures similar to the proposed structure.*

[To be completed once Council has made a determination]

- V. *The proposed structure is compatible with the immediate neighborhood character.*

[To be completed once Council has made a determination]

IV. CONDITIONS

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

A. Community Development Department Conditions:

- I. The Applicants shall pay required Public Facilities Fees, as established by SBMC Section 17.72.020 and Resolution 1987-36.
- II. The Applicants shall pay required Fire Mitigation, Park Development and Public Use Facilities Impact Fees, as established by SBMC Chapter 15.60, Chapter 15.65, Chapter 15.66, and Resolution 2018-147.
- III. Building Permit plans must be in substantial conformance with the architectural plans presented to the City Council on January 22, 2020, and located in the project file with a submittal date of January 15, 2020.
- IV. Prior to requesting a framing inspection, the Applicants shall be required to submit a height certification, signed by a licensed land surveyor, certifying that the building envelope (which is represented by the story poles) is in conformance with the plans as approved by the City Council on January 22, 2020 and the certified story pole plot plan, and will not exceed 21.6 feet in height from the existing grade or 254.3 feet above MSL.
- V. Any proposed onsite fences, walls and retaining walls and any proposed railing located on top, or any combination thereof, shall comply with applicable regulations of SBMC Section 17.20.040 and 17.60.070 (Fences and Walls).

- VI. The Applicants shall obtain required California Coastal Commission (CCC) approval of a Coastal Development Permit, Waiver or Exemption as determined necessary by the CCC, prior to the issuance of a grading or building permit.
 - VII. Native or drought tolerant and non-invasive plant materials and water conserving irrigation systems shall be incorporated into any proposed landscaping and compatible with the surrounding area to the extent feasible.
 - VIII. Any new exterior lighting fixtures shall be in conformance with the City-Wide Lighting Regulations of SBMC 17.60.060.
 - IX. All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities that render them detrimental to the surrounding area.
 - X. Due to the property's location within the Dark Sky Area, the outside illumination for aesthetic or dramatic purposes of any building or surrounding landscape, including environmentally sensitive habitat areas (public or private) is prohibited.
 - XI. Construction vehicles shall be parked on the subject property at all times when feasible. If construction activity prohibits parking on the subject property, the Applicants shall ensure construction vehicles are parked in such a way to allow sufficient vehicular access on Avocado Place and minimize impact to the surrounding neighbors.
 - XII. The Applicants shall connect to temporary electrical service as soon as feasible to the satisfaction of the City.
- B. Fire Department Conditions:
- I. **ACCESS ROAD MINIMUM DIMENSIONS:** Fire apparatus access roads shall have an unobstructed improved width of not less than 20 feet; curb line to curb line, and an unobstructed vertical clearance of not less than 13 feet 6 inches. Exception: Single-Family residential driveways; serving no more than two single-family dwellings, shall have minimum of 16 feet, curb line to curb line, of unobstructed improved width. Access roads shall be designed and maintained to support the imposed loads of not less than 75,000 pounds and shall be provided with an approved paved surface to provide all-weather driving capabilities.
 - II. **FIRE ACCESS ROADWAY EXCEPTION:** Gated entrances with card readers, guard stations or center medians, which have separated lanes of one-way traffic, shall be not less than 14 feet wide per lane.

- III. GATES: All gates or other structures or devices, which could obstruct fire access roadways or otherwise hinder emergency operations, are prohibited unless they meet standards approved by the Fire Department. An approved emergency key-operated switch and/or an approved emergency traffic control-activating strobe light sensor shall be installed per Solana Beach Fire Department standards.
- IV. OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION: All roadways shall be a minimum of 20 feet in width during construction and maintained free and clear, including the parking of vehicles, in accordance with the California Fire Code and the Solana Beach Fire Department.
- V. 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.
- VI. AUTOMATIC FIRE SPRINKLER SYSTEM-ONE AND TWO FAMILY DWELLINGS: Structures shall be protected by an automatic fire sprinkler system designed and installed to the satisfaction of the Fire Department. Plans for the automatic fire sprinkler system shall be approved by the Fire Department prior to installation.
- VII. CLASS "A" ROOF: All structures shall be provided with a Class "A" Roof covering to the satisfaction of the Solana Beach Fire Department.

C. Engineering Department Conditions:

- I. The Applicant is required to obtain an Encroachment Permit in accordance with SBMC Section 11.20 prior to any work being done in the public right-of-way. Per SBMC Section 11.04, the Applicant is required to construct all public improvements along the street frontage to the satisfaction of the City Engineer. These include, but are not limited to:
 - a. Construction of 8' wide, Stabilized, Compacted Decomposed Granite graded at 2% towards the curb.

- b. Provide improvements to Avocado road along the Property frontage consistent with the Proposed Engineering Plan Prepared by Pasco Engineering Dated 11/18/19 to the satisfaction of the City Engineer.
 - c. Construction of 19" Swale along property frontage.
 - d. Construction of SDRSD G-14 driveway approaches.
 - e. Construction of 2' wide concrete spillway.
 - f. Asphalt paving along Avocado Pl.
- II. The Applicant shall record the Encroachment Maintenance Removal Agreement (EMRA) with the County of San Diego prior to the release of the Grading Bond and Security Deposit. The EMRA shall be recorded against this property for all improvements in the Public Right-Of-Way including but not limited to:
- a. 2' wide concrete spillway.
- III. A 4-foot width of property frontage along Avocado Place shall be dedicated to the City of Solana Beach as Public Right-Of-Way. The Applicant shall provide the Plat and Legal Description prepared by a Registered Civil Engineer prior to Final Inspection of the Building Permit.
- IV. The Applicant shall underground all new utility services, including but not limited to electrical and telephone.
- V. All construction demolition materials shall be recycled according to the City's Construction and Demolition recycling program and an approved Waste Management Plan shall be submitted.
- VI. Construction fencing shall be located on the subject property unless the Applicant has obtained an Encroachment Permit in accordance with chapter 11.20 of the SBMC which allows otherwise.
- VII. Obtain a Grading Permit in accordance with Chapter 15.40 of the Solana Beach Municipal Code. Conditions prior to the issuance of a grading permit shall include, but not be limited to, the following:
- a. The Applicant shall obtain a grading plan prepared by a Registered Civil Engineer and approved by the City Engineer. On-site grading design and construction shall be in accordance with Chapter 15.40 of the Solana Beach Municipal Code.

- b. The Applicant shall obtain a Soils Report 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 Applicant shall provide a Drainage Report prepared by a Registered Civil Engineer. This report shall address the design for detention basin and corresponding outflow system to ensure the rate of runoff for the proposed development is at or below that of pre-existing condition. All recommendations of this report shall be incorporated into the Preliminary Grading Plan. A detention basin easement(s) shall be recorded for maintenance of the detention basins by the property owner(s) in perpetuity, prior to Final Inspection of the Building Permit.
- d. The Applicant shall show all retaining walls and drainage structures. Retaining walls shown on the grading plan shall conform to the San Diego Regional Standards or be designed by a licensed civil engineer. Engineering calculations for all designed walls with a surcharge and nonstandard walls shall be submitted at grading plan check. Retaining walls may not exceed the allowable height within the property line setback as determined by the City of Solana Beach Municipal Code. Contact the Community Development department for further information.
- e. The Applicant is responsible to protect the adjacent properties during construction. If any grading, construction activity, access or potential construction-related impacts are anticipated beyond the property lines, as determined by the City Engineer, the Applicant shall obtain a letter of permission from the adjoining property owners. All required letters of permission shall be submitted to the City Engineer prior to the issuance of the grading permit.
- f. Cut and fill slopes shall be set back from site boundaries and buildings shall be set back from cut or fill slopes in accordance with SBMC 15.40.140 and to the satisfaction of the City Engineer.
- g. The Applicant shall pay a grading plan check fee in accordance with the current Engineering Fee Schedule at initial grading plan submittal. Inspection fees shall be paid prior to issuance of the grading permit.

- h. The Applicant shall obtain and submit grading security in a form prescribed by the City Engineer.
- i. The Applicant shall obtain haul permit for import / export of soil. The Applicant shall transport all excavated material to a legal disposal site.
- j. The Applicant shall submit certification from the Engineer of Record and the Soils Engineer that all public or private drainage facilities and finished grades are functioning and are installed in accordance with the approved plans. This shall be accomplished by the Engineer of Record incorporating as-built conditions on the Mylar grading plans and obtaining signatures of the Engineer of Record and the Soils Engineer certifying the as-built conditions.
- k. An Erosion Prevention and Sediment Control Plan shall be prepared by the Applicant. Best management practices shall be developed and implemented to manage storm water and non-storm water discharges from the site at all times during excavation and grading activities. Erosion prevention shall be emphasized as the most important measure for keeping sediment on site during excavation and grading activities. Sediment controls shall be used as a supplement to erosion prevention for keeping sediment on site.
- l. The Applicant shall show all proposed on-site private drainage facilities intended to discharge water run-off. Elements of this design shall include a hydrologic and hydraulic analysis verifying the adequacy of the facilities and identify any easements or structures required to properly convey the drainage. The construction of drainage structures shall comply with the standards set forth by the San Diego Regional Standard Drawings.
- m. Post Construction Best Management Practices meeting City and RWQCB Order No. R9-2013-001 requirements shall be implemented in the drainage design.
- n. Prior to obtaining a building permit, submit a building pad certification statement from a soils engineer and an engineer or land surveyor licensed in Land Surveying per SBMC 15.40.230E.
- o. The building permit shall be issued concurrently with the grading permit.
- p. No increased cross lot drainage shall be allowed.

- q. The Applicant shall prepare a City of Solana Beach Storm Water Checklist for Determination of Project Category to address potential water quality impacts to ensure that pollutants and runoff from this development are reduced to the maximum extent practicable.

VIII. Obtain an Improvement permit and extend the public sewer main from its current location in Avocado Place to a location adjacent to this property. At the end of the extension install a manhole. Submit an Improvement Plan prepared by a registered civil engineer and obtain approval from the City Engineer. The applicant may coordinate the construction of the sewer extension with the recently approved project at 986 Avocado Place. The design and construction of all improvements shall be in conformance with standard plans, the Off-street Parking Design Manual, any specifications of the City of Solana Beach and subject to the approval of the City Engineer. Conditions for approval of the Improvement Plan shall include, but is not limited to the following:

- a. Pay improvement plan check fee in accordance with the current Engineering Fee Schedule prior to approval of the improvement plan.
- b. Improvement inspection fee shall be paid prior to the issuance of an Improvement Permit.
- c. Obtain and submit securities to guarantee the improvements in a form prescribed by the City of Solana Beach.

IX. The Applicant shall pay in full the one-time sewer capacity/connection fee of \$4500.00 per Equivalent Dwelling Unit (EDU) prior to Building Permit issuance. The EDU assignment is determined by SBMC 14.08.060. The project proposes one single family residence.

- a. Pay in full the prorated portion of the current annual sewer charge for the remainder of the fiscal year.
- b. A sewer permit and encroachment permit are required for the private sewer lateral. The Applicant shall coordinate with the Public Works inspector to allow the inspector to inspect the entire length of the private sewer lines within the public right of way before backfilling.

V. 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.

VI. EXPIRATION

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

VII. INDEMNIFICATION AGREEMENT

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

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, held on the 22nd day of January, 2020, by the following vote:

AYES: Councilmembers –

NOES: Councilmembers –

ABSENT: Councilmembers –

ABSTAIN: Councilmembers –

JEWEL EDSON, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

RESOLUTION NO. 2019-141

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SOLANA BEACH, CALIFORNIA, ORDERING THE
VACATION OF EXCESS PUBLIC STREET RIGHT-OF-WAY
AT 731 AVOCADO PLACE**

WHEREAS, according to Parcel Map No. 7213, there is currently a ten foot Irrevocable Offer to Dedicate (I.O.D.) along Avocado Place at 731 Avocado Place; and

WHEREAS, the City has determined that the excess right-of-way is not being used for street purposes or maintained by the City and the City cannot find any evidence that the excess right-of-way has ever been used for street purposes; and

WHEREAS, there are no plans to use the excess right-of-way and the vacation does not affect the Circulation Element of the General Plan; and

WHEREAS, a minimum right-of-way width of 48 feet would remain after the vacation; and

WHEREAS, the proposed resolution includes legal description and plats, if approved by the City Council, the Resolution would be recorded by the County Recorder. The proposed vacation was published and posted in accordance with Sections 8320, 8322 and 8323 of the Streets and Highways Code; and

WHEREAS, the City Council of the City of Solana Beach has considered the proposed vacation in relation to the General Plan of the City of Solana Beach; and

WHEREAS, after consideration of all evidence submitted, the City Council finds the portion of the street right-of-way described and shown on Exhibits A and B unnecessary for present or prospective public use as a public street.

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

1. That the foregoing recitations are true and correct.
2. The portion of the public street right-of-way described and shown on Exhibits A and B of this Resolution shall be vacated.
3. That the City Council authorizes the City Clerk to certify a copy of this resolution and have it recorded at the County of San Diego Recorder in accordance with Section 8325 of the Streets and Highway Code.

PASSED AND ADOPTED this 22nd day of January 2020, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

JEWEL EDSON, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

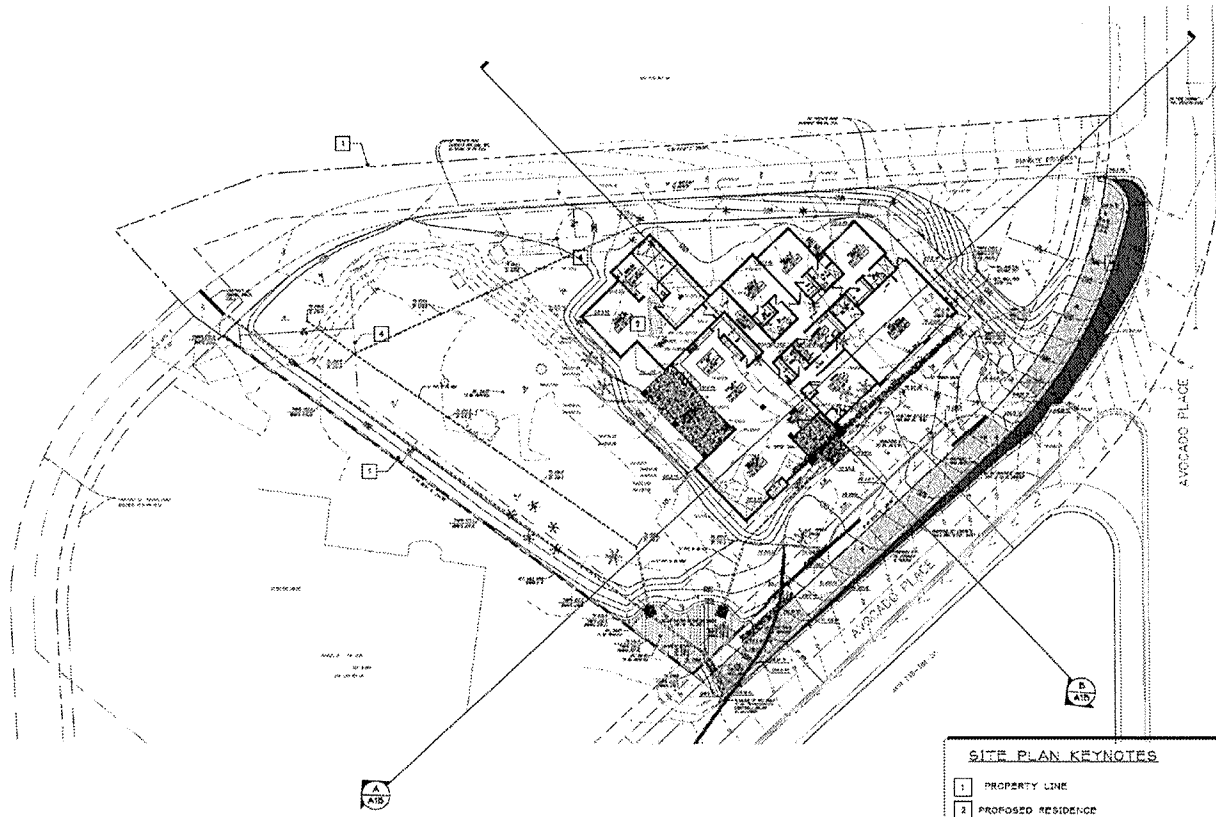
ANGELA IVEY, City Clerk

SITE NOTES

- FLOOR PLAN SHOWN FOR REFERENCE ONLY, SEE SHEET A-10 FOR EXACT LAYOUT.
- ALL WALLS, DRIVWAYS, FENCING AND GENERAL LANDSCAPE TO BE DISASSEMBLED, SEE LANDSCAPE PLANS FOR EXACT LOCATION AND DIMENSIONS.
- PROVIDE EXPANSION AND CONTRACTION JOINTS AS REQUIRED FOR ALL CONCRETE DRIVEWAYS AND WALKS. COORDINATE THEIR PLACEMENT W/ LANDSCAPE AND TREES. SEE SOILS REPORT.
- CONSTRUCT CONCRETE SIDEWALKS, CURBS, GUTTERS AND DRIVEWAY APPROACHES TO PUBLIC HIGHWAY STANDARD SPECIFICATIONS AS A MINIMUM.
- CONNECT ROOF AND TRAP DRAINS TO SUBSTANTIAL DRAINAGE AND STORM DRAINAGE AS REQUIRED PER LOCAL AND STATE REGULATIONS.
- PROVIDE MINIMUM 12" CLEARANCE FROM BUILDINGS AT ALL ADJACENT SURFACES TO BUILDING. EXCEPT WHERE SHOWN OTHERWISE ON ADJACENT PROJECTIONS.
- REFER TO GRADING PLAN AND LANDSCAPE PLAN FOR SITE WORK.
- SEE LANDSCAPE PLANS FOR ALL LIGHTING AND LIGHT FIXTURES SEPARATE FROM STRUCTURE. VERIFY THEIR PLACEMENT IS CORRECT PRIOR TO INSTALLATION.
- CONTRACTOR TO VERIFY LOCATION AT STREET ON:
 - NATURAL GAS
 - CABLE TV
 - PHONE
 - WATER
 - WATER AND WATER METER
 - TELEPHONE
- GENERAL: CONTRACTOR SHALL VERIFY THE FIELD REPRESENTATION OF ALL AS SHOWN ON THIS DRAWING. CONTRACTOR SHALL OBTAIN WRITTEN CONFIRMATION OF REPER MATERIALS RELATED TO THE FOLLOWING:
 - HOUSE STRUCTURE
 - PLAT WORK, RATIOS AND DIMENSIONS
 - RETAINING WALLS
 - PRECASTING WALLS
 - POLES OR UTILITY FEATURES
 - LANDSCAPE PLANS
 - ETC.
- NOTE: REFER TO LANDSCAPE ARCHITECTS PLAN.
- SEE LANDSCAPE ELECTRICAL PLAN FOR SITE ELECTRICAL INFORMATION.
- SEE LANDSCAPE PLANS FOR HARDSCAPE & SOFTSCAPE PLANTINGS.
- VERIFY SEWER LINE LOCATION & DEPTH. VERIFY SEWER CONNECTION POINT PRIOR TO FINISHING SIDEWALK.
- THE PROJECT WILL RECORD FOR EXPANSIVE SOILS AND/OR GRADING REQUIREMENTS AT THE FIRST FOUNDATION DEPTH.
- THE PROJECT WILL COMPLY WITH THE COUNTY OF SAN DIEGO LIGHTING ORDINANCE.
- RETAINING STRUCTURE WILL USE NATURAL GRA.
- ALL GATES OR OTHER STRUCTURES OR DEVICES WHICH COULD OBSTRUCT FIRE ACCESS ROADWAYS OR OBSTRUCT EMERGENCY OPERATIONS AND PROHIBITED UNLESS THEY MEET STANDARDS APPROVED BY THE CITY AND RECEIVE SPECIFIC APPROVAL. GATES SHALL HAVE A 30 FOOT CLEARANCE FROM MAIN ROAD.
- THE TURNING RADIUS OF A FIRE APPARATUS ACCESS ROAD SHALL BE 24 FEET OR AS APPROVED BY THE CITY.
- WHEN ACCESS TO OR WITHIN A STRUCTURE OR AREA IS UNUSUALLY DIFFICULT BECAUSE OF SECURED STRUCTURE OR WHEN IMMEDIATE ACCESS IS NECESSARY FOR LIFE SAFETY OR PROTECTING ADJACENT PROPERTIES, AUTHORIZED TO REQUIRE A KEY SWITCH AND/OR BOX TO BE INSTALLED IN AN ACCESSIBLE LOCATION.
- THE ANGLE OF DEPARTURE AND ANGLE OF APPROACH OF A FIRE ACCESS ROADWAY SHALL NOT EXCEED 7 DEGREES OR AS APPROVED BY THE CITY.
- THE GRABBER FOR A FIRE APPARATUS ACCESS ROADWAY SHALL NOT EXCEED 30 INCHES EXCEPT FOR SIZE. JACKING OR BEARING SHALL NOT BE PERMITTED WITHOUT APPROVAL. APPROVAL NOTIFICATION SHALL BE THE INSTALLATION OF A SURFACE OF PORTLAND CEMENT CONCRETE WITH A HEAVY-GRADE FINISH.
- FIRE APPARATUS ACCESS ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT THE PROPOSED LOADS OF FIRE APPARATUS (NOT LESS THAN 70,000 LBS) AND SHALL BE PROVIDED WITH AN APPROVED PAVED SURFACE SO AS TO PROVIDE ALL-WEATHER ENTRANCE TRACTION.
- APPROVED NUMBER AND/OR ACCESS SHALL BE PLACED ON ALL NEW AND EXISTING BUILDINGS AND AT APPROPRIATE ADDITIONAL LOCATIONS AS TO BE CLEARLY VISIBLE AND LEGIBLE FROM THE STREET OR ROADWAY. PROTECT THE PROJECTS FROM BEING DISGUISED BY APPROVAL. SAID NUMBERS SHALL CONFORM WITH THE BACKGROUND AND SHALL MEET THE FOLLOWING MINIMUM STANDARDS AS TO SIZE: 4" HIGH WITH 3/8" STROKE FOR RESIDENTIAL BUILDINGS POST AT ROADWAY.
- THE FIRST FIRE PROTECTION ZONE INCLUDES THE AREA FROM THE BUILDING TO A POINT 30 FEET AWAY. THIS ZONE MUST BE IRRIGATED AND FINISHED WITH FIRE RESISTIVE PLANTS, GRASS AND OTHER VEGETATION LOCATED AT LEAST 30 FEET FROM BUILDINGS OR STRUCTURES AND LESS THAN 4 FEET HIGH IN HEIGHT ABOVE THE GROUND. THIS ZONE MUST BE MAINTAINED AND NOT BE REMOVED UNLESS NECESSARY TO STABILIZE THE SOIL AND PREVENT EROSION OCCASIONALLY.
- THE SECOND ZONE IS THE AREA BETWEEN 30 TO 100 FEET FROM THE BUILDING. IN THIS ZONE THE NATIVE VEGETATION MAY REMAIN BUT IT MUST TRIMMED BY 50% AND ALL DEAD AND DYING VEGETATION MUST BE REMOVED IMMEDIATELY.
- LANDSCAPE PLANS ARE REQUIRED TO MEET FIRE DEPARTMENT STANDARDS AND SHALL BE APPROVED PRIOR TO PERMIT APPLICATION. PLEASE CONTACT THE FIRE DEPARTMENT BUREAU SHOULD YOU HAVE ANY QUESTIONS ABOUT THIS STANDARD. LANDSCAPE NOTICE MUST BE SHOWN WHEN PLANS ARE FILED IN.
- LANDSCAPE AND SOIL MODIFICATIONS SHALL BE INSTALLED BEFORE PERMITS APPLICATION TO INSURE A FIRE SAFE ENVIRONMENT.
- PROPERLY POSITIONED AND SIZED INSTALLATION OF FIRE DEPARTMENT EQUIPMENT SHALL BE PROVIDED TO THE INSPECTOR IN THE FIELD. FOR PROJECTS REQUIRING HEAVY VEGETATION AND/OR LANDSCAPING TRIMMING AND REMOVAL MUST BE REQUIRED.
- ALL FIRE APPARATUS ACCESS ROADS SHALL HAVE AN UNOBSTRUCTED VERTICAL CLEARANCE OF NOT LESS THAN 9'6".

FIRE DEPARTMENT REQUIREMENT

- CONTACT THE SOLANA BEACH FIRE DEPARTMENT REGARDING COMPLIANCE WITH THE FOLLOWING CONDITIONS:**
- ACCESS ROAD MINIMUM DIMENSIONS:** Fire apparatus access roads shall have an unobstructed vertical clearance of not less than 13 feet 6 inches. Exception: Single-family residential driveways serving no more than two single-family dwellings shall have a minimum of 10 feet, curb to curb, low, unobstructed clearance. Access roads shall be designed and maintained to support the imposed loads of not less than 75,000 pounds and shall be provided with an approved paved surface to provide all-weather driving capabilities.
 - Frontage roadway shall comply with a minimum 20 feet fire access width that is clear and unobstructed.
 - Parking shall be a minimum 8 feet in width outside of fire access.
 - FIRE ACCESS ROADWAY EXCEPTION:** Gated entrances with card readers, guard stations or center medians, which have separated lanes of one-way traffic, shall be not less than 14 feet wide per lane.
 - GATES:** All gates or other structures or devices, which could obstruct fire access roadways or otherwise hinder emergency operations, are prohibited unless they meet standards approved by the Fire Department. An approved emergency key-operated switch and/or an approved emergency traffic control activating strobe light sensor shall be installed per Solana Beach Fire Department standards.
 - OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION:** All roadways shall be a minimum of 20 feet in width during construction and maintained free and clear, including the parking of vehicles, in accordance with the California Fire Code and the Solana Beach Fire Department.
 - 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 conform with their background, and shall meet the following minimum standards as to size: 4" high with a 3/8" stroke width for residential buildings; 6" high with a 3/8" 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, loading docks, and entrances to commercial centers.
 - ADDRESS NUMBERS FOR STRUCTURES LOCATED OFF ROADWAY:** Where structures are located off a roadway on long easements/driveways, a monument marker shall be placed at the structure where the easement/driveway abuts the main roadway. Monument address numbers with height conforming to Fire Department standards shall be affixed to this marker.
 - Properties served by private easement shall have the ability to post address numbers per fire code.
 - AUTOMATIC FIRE SPRINKLER SYSTEM:** Structures shall be protected by an automatic fire sprinkler system designed and installed to the satisfaction of the Fire Department.
 - AUTOMATIC FIRE SPRINKLER SYSTEM-ONE AND TWO FAMILY DWELLINGS:** Structures shall be protected by an automatic fire sprinkler system designed and installed to the satisfaction of the Fire Department. Plans for the automatic fire sprinkler system shall be approved by the Fire Department prior to installation.
 - CLASS "A" ROOF:** All structures shall be provided with a Class "A" Roof according to the satisfaction of the Solana Beach Fire Department.



SITE PLAN KEYNOTES

1	PROPERTY LINE
2	PROPOSED RESIDENCE
3	CONCRETE DRIVE
4	SETBACK
5	
6	

NOTE: NO FENCING IS PROPOSED

SITE PLAN

SCALE: 1" = 20'-0"

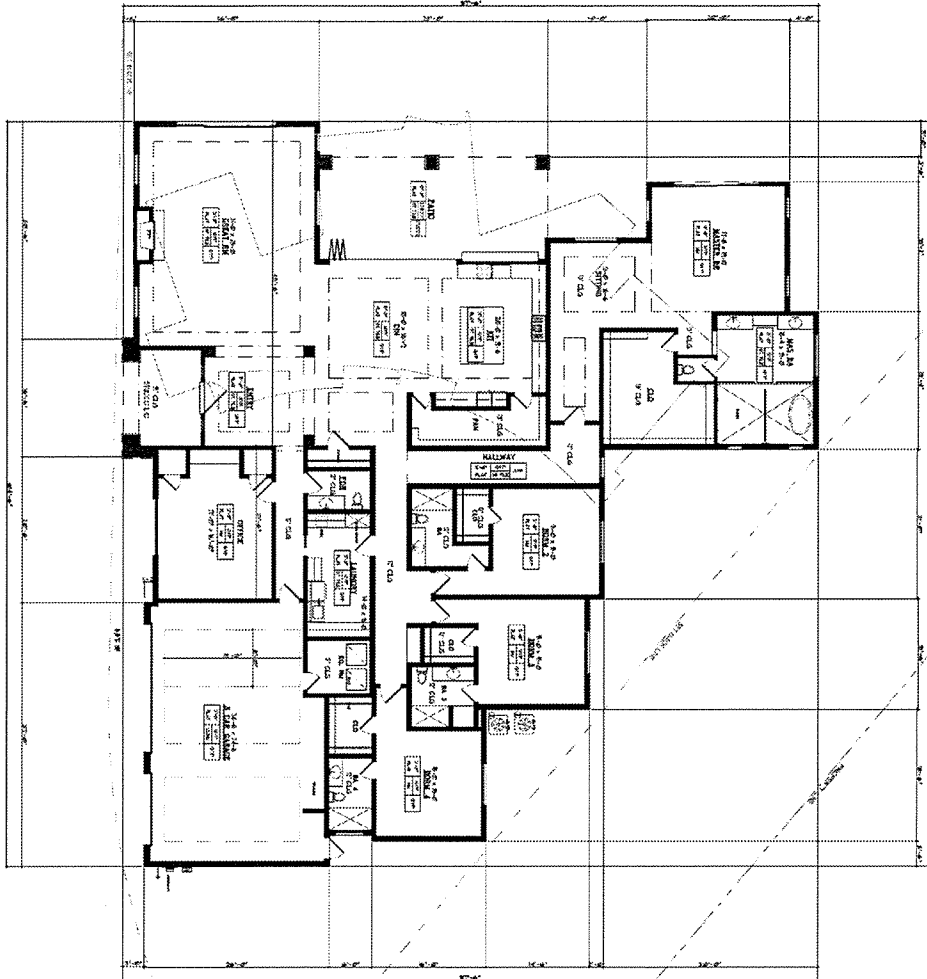


TREVINO ARCHITECT
ARCHITECTURE & PLANNING
1001 AVOCADO PLACE, SUITE 100
SAN MAR, CALIFORNIA 92678
TEL: (949) 251-2211 FAX: (949) 251-2214



PROPOSED RESIDENCE FOR:
HARRIS RESIDENCE
731 AVOCADO PLACE
DEL MAR, CALIFORNIA, 92014

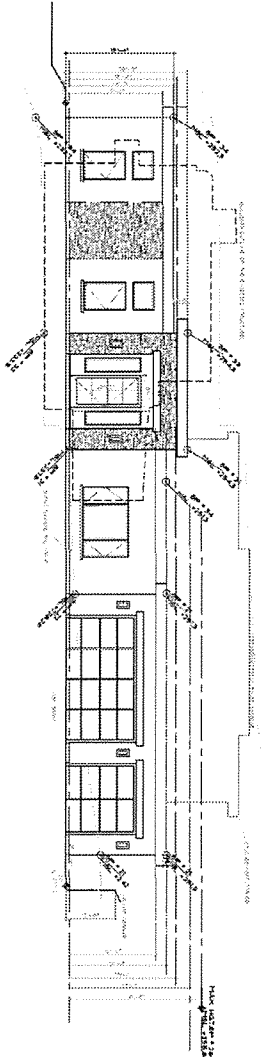
PROJECT NO.	
DATE	
BY	
AS SHOWN	
DATE	
SHEET	
A-1A	SITE PLAN



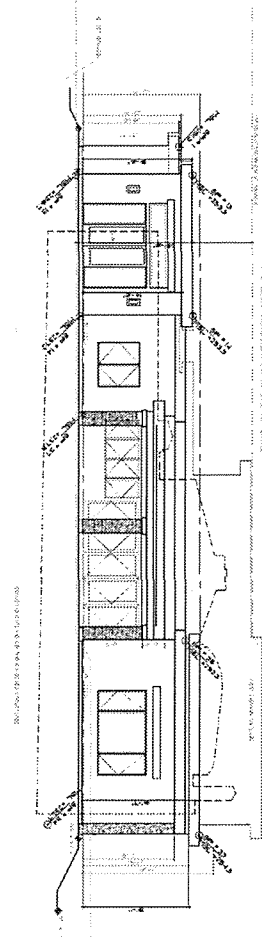
FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

<p>PROPOSED RESIDENCE FOR: HARRIS RESIDENCE 731 AVOCADO PLACE DEL MAR, CALIFORNIA, 92014</p>	<p>TREVINO ARCHITECT ARCHITECTURE & PLANNING</p> <p>20 BOX 716 ENCINITAS, CA 92024 TEL: (760) 934-2244 FAX: (760) 934-8318</p>	<p>DATE: 10/1/01 DRAWN BY: [Signature] CHECKED BY: [Signature] SCALE: 1/8" = 1'-0"</p>	<p>NO. 101 A-2A FIRST FLOOR PLAN</p>	<p>PROPOSED RESIDENCE FOR: HARRIS RESIDENCE 731 AVOCADO PLACE DEL MAR, CALIFORNIA, 92014</p>
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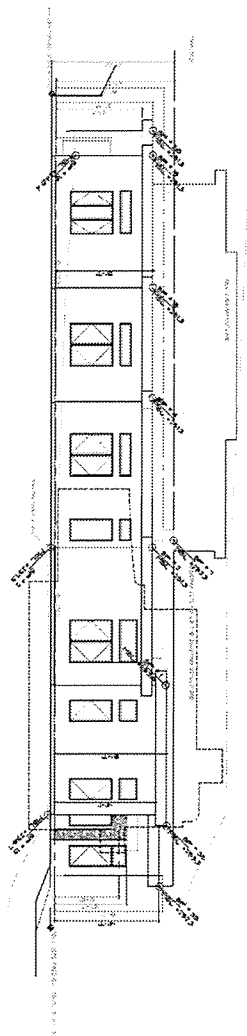
FRONT EXTERIOR ELEVATION - SOUTH
SCALE: 1/8" = 1'-0"



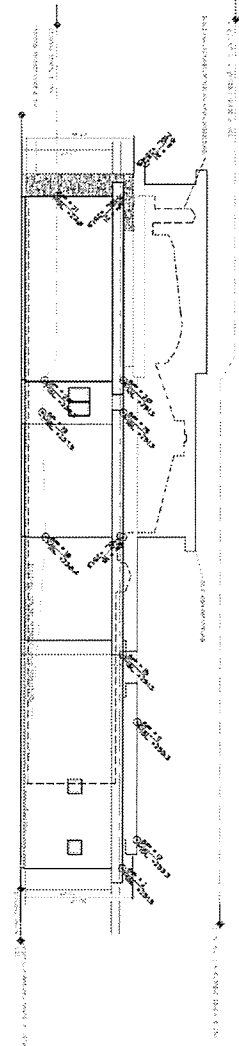
LEFT EXTERIOR ELEVATION - WEST
SCALE: 1/8" = 1'-0"



<p>PROPOSED RESIDENCE FOR: HARRIS RESIDENCE 731 AVOCADO PLACE DEL MAR, CALIFORNIA, 92014</p>		<p>TREVINO ARCHITECT ARCHITECTURE & PLANNING</p> <p>PO BOX 716 ENCINITAS, CA 92033 TEL: (760) 291-2316 FAX: (760) 294-0315</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">NO.</td> <td style="text-align: center;">DATE</td> <td style="text-align: center;">DESCRIPTION</td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">10/10/11</td> <td style="text-align: center;">ISSUE FOR PERMIT</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">11/15/11</td> <td style="text-align: center;">REVISED PER COMMENTS</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">12/15/11</td> <td style="text-align: center;">REVISED PER COMMENTS</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">01/15/12</td> <td style="text-align: center;">REVISED PER COMMENTS</td> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">02/15/12</td> <td style="text-align: center;">REVISED PER COMMENTS</td> </tr> <tr> <td style="text-align: center;">6</td> <td style="text-align: center;">03/15/12</td> <td style="text-align: center;">REVISED PER COMMENTS</td> </tr> <tr> <td style="text-align: center;">7</td> <td style="text-align: center;">04/15/12</td> <td style="text-align: center;">REVISED PER COMMENTS</td> </tr> <tr> <td style="text-align: center;">8</td> <td style="text-align: center;">05/15/12</td> <td style="text-align: center;">REVISED PER COMMENTS</td> </tr> <tr> <td style="text-align: center;">9</td> <td style="text-align: center;">06/15/12</td> <td style="text-align: center;">REVISED PER COMMENTS</td> </tr> <tr> <td style="text-align: center;">10</td> <td style="text-align: center;">07/15/12</td> <td style="text-align: center;">REVISED PER COMMENTS</td> </tr> <tr> <td style="text-align: center;">11</td> <td style="text-align: center;">08/15/12</td> <td style="text-align: center;">REVISED PER COMMENTS</td> </tr> <tr> <td style="text-align: center;">12</td> <td style="text-align: center;">09/15/12</td> <td style="text-align: center;">REVISED PER COMMENTS</td> </tr> </table>	NO.	DATE	DESCRIPTION	1	10/10/11	ISSUE FOR PERMIT	2	11/15/11	REVISED PER COMMENTS	3	12/15/11	REVISED PER COMMENTS	4	01/15/12	REVISED PER COMMENTS	5	02/15/12	REVISED PER COMMENTS	6	03/15/12	REVISED PER COMMENTS	7	04/15/12	REVISED PER COMMENTS	8	05/15/12	REVISED PER COMMENTS	9	06/15/12	REVISED PER COMMENTS	10	07/15/12	REVISED PER COMMENTS	11	08/15/12	REVISED PER COMMENTS	12	09/15/12	REVISED PER COMMENTS
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REAR EXTERIOR ELEVATION - NORTH
SCALE: 1/8" = 1'-0"



RIGHT EXTERIOR ELEVATION - EAST
SCALE: 1/8" = 1'-0"

THESE ARCHITECTURAL DRAWINGS AND ANY INFORMATION CONTAINED THEREIN ARE THE PROPERTY OF TREVINO ARCHITECT & ASSOCIATES, P.C. AND SHALL REMAIN THE PROPERTY OF TREVINO ARCHITECT & ASSOCIATES, P.C. UNLESS OTHERWISE SPECIFIED. NO PART OF THESE DRAWINGS SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF TREVINO ARCHITECT & ASSOCIATES, P.C.

NO.	DATE	REVISIONS
1	08/15/10	ISSUED FOR PERMITS
2	08/15/10	ISSUED FOR PERMITS
3	08/15/10	ISSUED FOR PERMITS
4	08/15/10	ISSUED FOR PERMITS
5	08/15/10	ISSUED FOR PERMITS

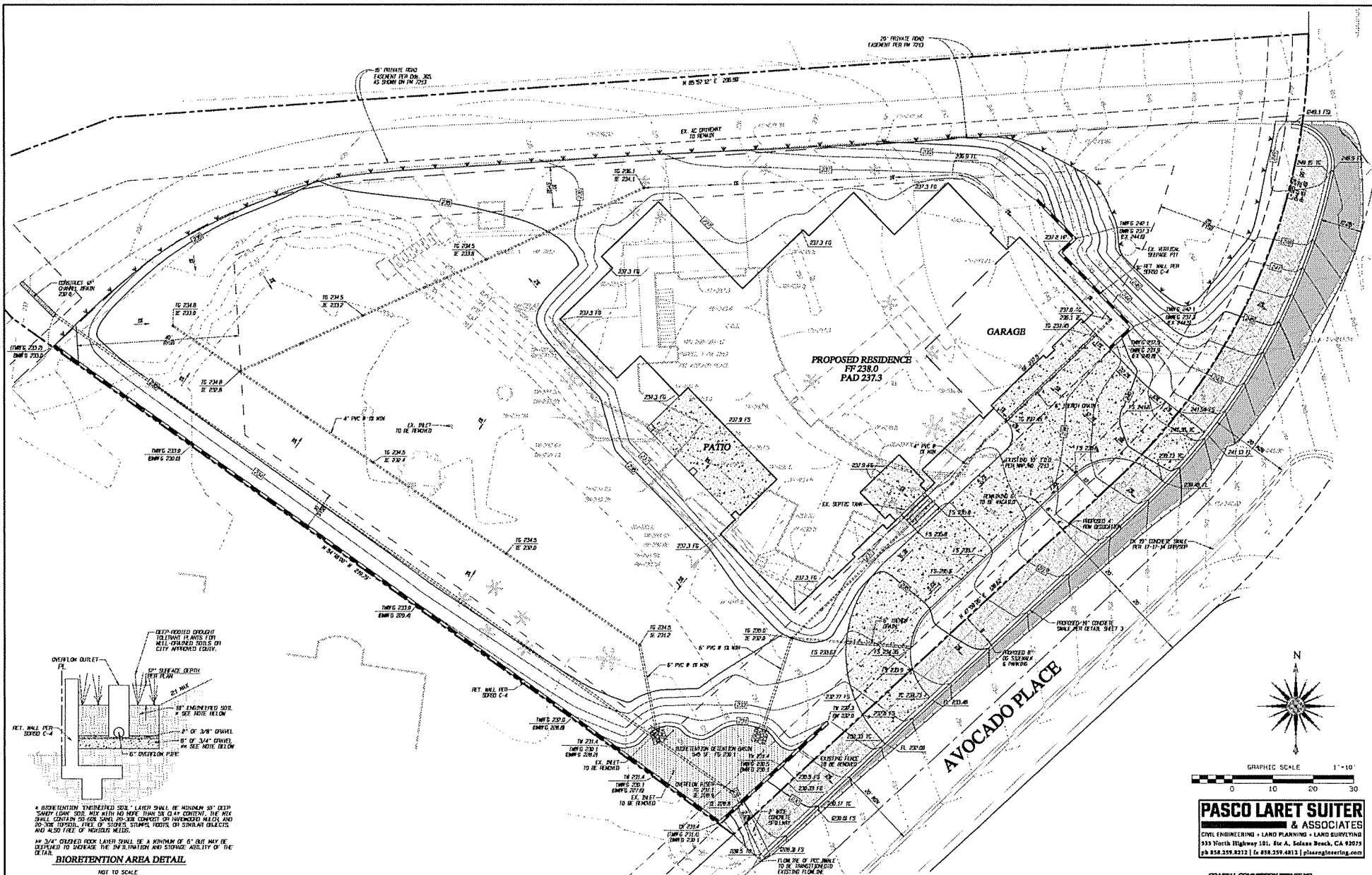
PROPOSED RESIDENCE FOR:
HARRIS RESIDENCE
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DEL MAR, CALIFORNIA, 92014



TREVINO ARCHITECT
ARCHITECTURE & PLANNING
PO BOX 714
ENCINITAS, CA 92024
TEL: (760) 294-3310 FAX: (760) 294-2318

NO.	DATE	REVISIONS
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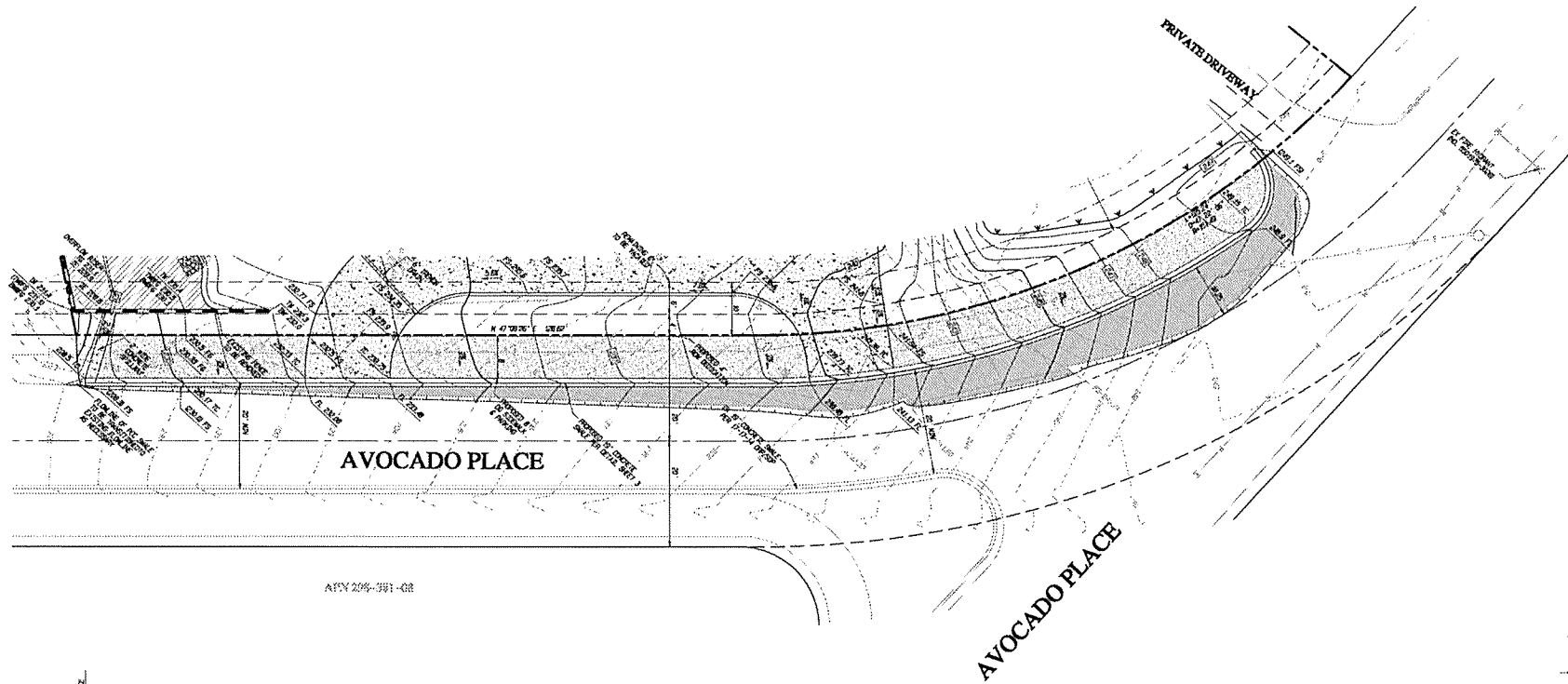
A-3B
Architect



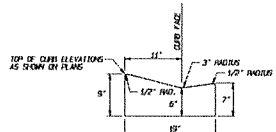
PASCO LARET SUITER & ASSOCIATES
 CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
 555 North Highway 101, Ste A, Solana Beach, CA 92075
 (949) 555-2512 | (949) 555-4213 | planning@pasco.com

COASTAL COMMISSION PERMIT NO.

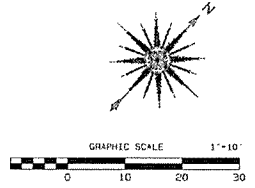
ENGINEER OF WORK		CITY APPROVED CHANGES		APPD. DATE	RECOMMENDED FOR APPROVAL	APPROVED FOR CONSTRUCTION	BENCH MARK	CITY OF SOLANA BEACH	DRAWING NO.
DESIGNED BY	DATE				BY	DATE	LOCATION	731 AVOCADO PLACE	SS0307 2 00 3
BY: IRVING ARDOLINO	DATE: 12/31/19				BY: _____	DATE: _____	LOCATION: _____	731 AVOCADO PLACE	SS0307 2 00 3
BY: _____	DATE: _____				BY: _____	DATE: _____	LOCATION: _____	731 AVOCADO PLACE	SS0307 2 00 3



APN 209-091-08



CONCRETE SWALE DETAIL
NOT TO SCALE



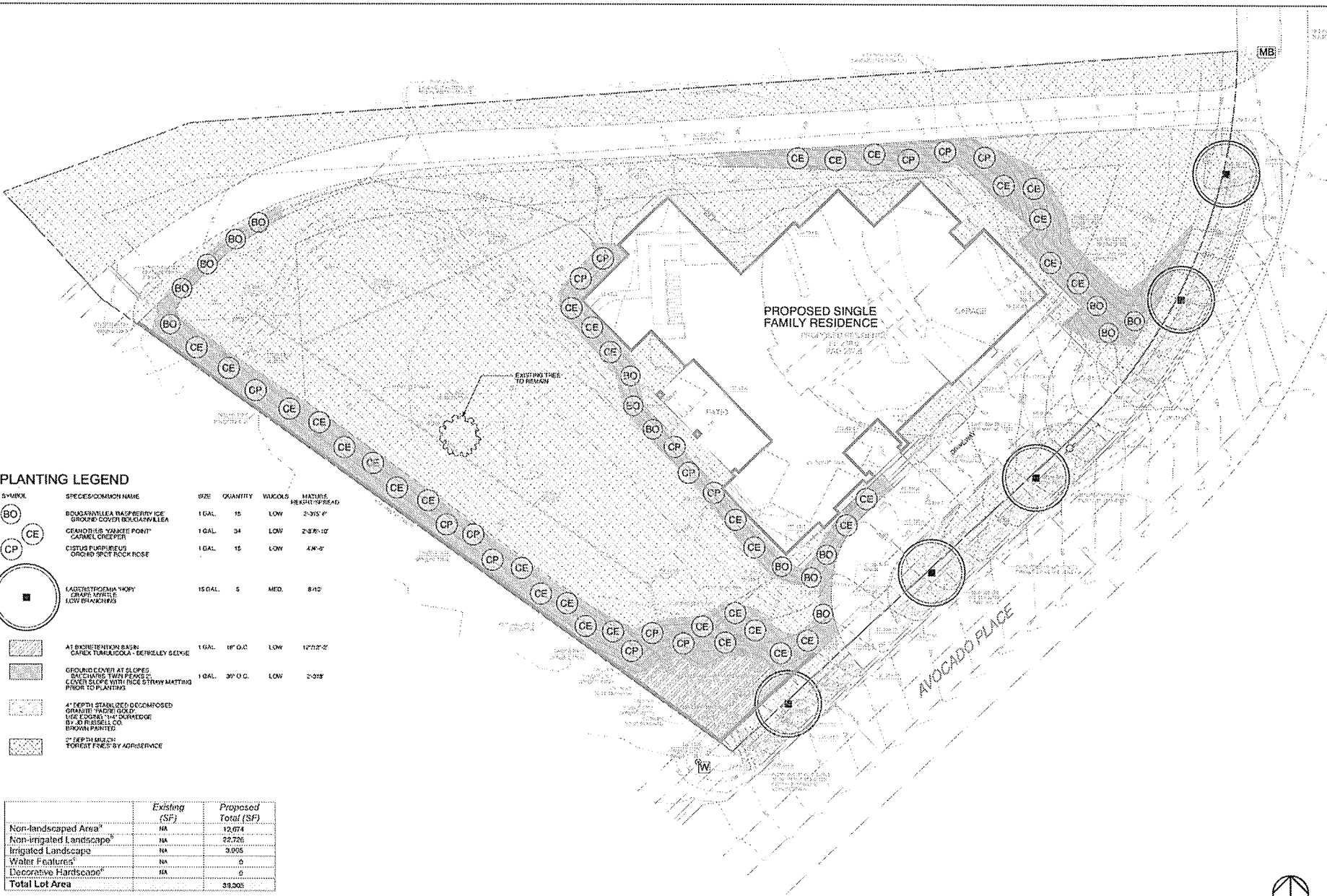
PASCO LARET SUITER & ASSOCIATES
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
939 North Highway 101, Box A, Solana Beach, CA 92075
ph: 954-359-8312 | G: 954-359-4813 | plasar@laret.com

COASTAL COMMISSION PERMIT NO.

ENGINEER OF WORK		CITY APPROVED CHANGES		APPD	DATE	RECOMMENDED FOR APPROVAL	APPROVED FOR CONSTRUCTION	BENCH MARK	CITY OF SOLANA BEACH	DRAWING NO.
Drawn By	By: <u>BRILLAN ARDOLINO</u> R.C.R. 7/25/17 Date: 12/31/19					By: _____ Review Date: _____	By: _____ City Engineer R.C.R. Date: _____ Exp: _____	CONTRACTOR: <u>PASCO LARET SUITER & ASSOCIATES</u> LOCATION: <u>731 AVOCADO PLACE, SOLANA BEACH, CA 92075</u> PROJECT: <u>PRELIMINARY GRADING PLAN FOR</u>	<u>731 AVOCADO PLACE</u>	<u>8500173 001 3</u>

USE INTENT: WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT IS REQUIRED. VISUAL CONTACT DETERMINES ADAPTATION OF THESE RESTRICTIONS.

THE USE AND PUBLICATION OF THESE PLANS, SPECIFICATIONS AND DETAILS SHALL BE RESTRICTED TO THE ORIGINAL SITE AND PHASE FOR WHICH THEY WERE PREPARED AND SHALL BE LIMITED TO THE LANDSCAPE ARCHITECT'S PROJECT.

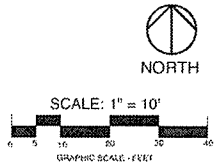


PLANTING LEGEND

SYMBOL	SPECIES/COMMON NAME	SIZE	QUANTITY	WUCOLS	NATURE HEIGHT/SPREAD
BO	BOUGAINVILLEA RASPBERRY ICE GROUND COVER BOUGAINVILLEA	1 GAL.	15	LOW	2'-3' x 4'
CE	CEANOETHUS 'YANKEE POINT' CAMEL CRACKER	1 GAL.	34	LOW	2'-3' x 10'
CP	CISTUS PURPUREUS ORIOLO 'RITZ ROCK ROSE'	1 GAL.	15	LOW	4' x 4'
MB	MAGNOLIA 'TROPICAL HONEY' ORIOLO 'RITZ ROCK ROSE'	15 GAL.	5	MED.	8'-10'
[Hatched Box]	AT BROWNE/INTON SAUN CAREX TORULOIDES - BIRDSLEY GENIE	1 GAL.	18' O.C.	LOW	12" O.C.
[Dotted Box]	GROUND COVER AT SLOPES OR CHAIRS WITH PEAKS: COVER SLOPES WITH FINE STRAW MATTING PRIOR TO PLANTING	1 GAL.	39' O.C.	LOW	2'-0" x 2'
[Stippled Box]	4" DEPTH STABILIZED DECOMPOSED GRANITE 'TRACER' SOIL: USE EXCESS 1/4" DORMEDGE BY J.B. RUSSELL CO. BROWN PAINTED				
[Cross-hatched Box]	2" DEPTH MUD TORTURE FINED BY AGRISERVICE				

	Existing (SF)	Proposed Total (SF)
Non-landscaped Area*	NA	12,674
Non-irrigated Landscape*	NA	22,726
Irrigated Landscape	NA	9,905
Water Features*	NA	0
Decorative Hardscape*	NA	0
Total Lot Area		39,505

	Area of Work* (SF)
Irrigated Landscape	9,905
Water Features*	0
Decorative Hardscape*	0
Aggregate Landscape Area*	9,905



LANDSCAPE PLANTING PLAN

* PLANS LESS THAN 30" x 42" IS A REDUCED PRINT. REDUCE SCALE ACCORDINGLY.



CLIENT
TRUC AND ALEX HARRIS

PROJECT
**HARRIS RESIDENCE
751 AVOCADO PLACE
DEL MAR, CA 92014**

CHANGES

NO.	DATE	DESCRIPTION

PROGRESS PRINT DATE

DESIGN	GPH
DRAWN	SM
CHECKED	
SCALE	1" = 10'
PROJECT	19-110

SHEET
L-5
OF 7 SHEETS



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: October 23, 2019
ORIGINATING DEPT: Community Development Department
SUBJECT: **Public Hearing: Request for a DRP and SDP to Demolish the Existing Single-Family Residence and Construct a Replacement Two-Story, Single-Family Residence with an Attached Garage and Perform Associated Site Improvements at 731 Avocado Place. (Case # 17-18-15 Applicants: Truc and Alex Harris; APN: 298-381-17; Resolution No. 2019-138, Resolution No. 2019-141)**

BACKGROUND:

The Applicants, Truc and Alex Harris, are requesting City Council approval of a Development Review Permit (DRP) and Structure Development Permit (SDP) to demolish the existing single-family residence and construct a replacement two-story, single-family residence with an attached garage and perform associated site improvements at 731 Avocado Place. The 39,309 square foot lot is located within the Estate Residential (ER-2) Zone and the Dark Sky Area.

The project proposes grading in the amounts of 20 cubic yards of excavation for footings, 340 cubic yards of removal and recompaction for slabs, 230 cubic yards of cut, 4,200 cubic yards of fill, and 3,970 cubic yards of import. The maximum building height is proposed at 25 feet above the proposed grade with the highest story pole measured to 263.0 feet above mean sea level (MSL). The project meets two thresholds for the requirement of a DRP, including: 1) an aggregate grading quantity in excess of 100 cubic yards; and 2) construction in excess of 60 percent of the maximum allowable floor area. The project requires a SDP because the proposed development exceeds 16 feet in height above the existing grade.

The issue before the Council is whether to approve, approve with conditions, or deny the Applicants' request as contained in Resolution 2019-138 (Attachment 1).

CITY COUNCIL ACTION:

AGENDA ITEM B.2.

DISCUSSION:

The 39,309 square foot lot is located on the northwest side of Avocado Place, three lots south of the intersection of Avocado Place and Highland Drive. The lot is an irregular, pie shaped lot that contains a 20-foot wide private road easement along the northern property line which provides vehicular access from Avocado Place to the subject lot as well as two neighboring properties to the west. The property is currently developed with an existing, two-story 3,018 square foot residence with an attached 505 square foot garage. The property has a U shaped drive that accesses both the private road easement along the northern property line and Avocado Place along the eastern property line.

The topography of the property slopes downward diagonally from northeast to the western property line, with the highest elevation, 249.5 feet above Mean Sea level (MSL), located at the intersection of Avocado Place and the private road easement to the lowest elevation, at approximately 233 feet above MSL, at the northwest corner of the lot and approximately 228 MSL at the intersection of the west and east property lines.

The Applicants are proposing to demolish the existing structure onsite and construct a replacement two-story, 8,054 square foot, single-family residence with an attached 976 square foot attached garage as well as associated site improvements including grading, landscaping and the reconfiguration of the U shaped driveway to have both curb cuts on the eastern property line along Avocado Place. Proposed project plans have been provided in Attachment 2.

Figure 1 (below) shows the subject lot with the proposed topography and footprint of the proposed structure:

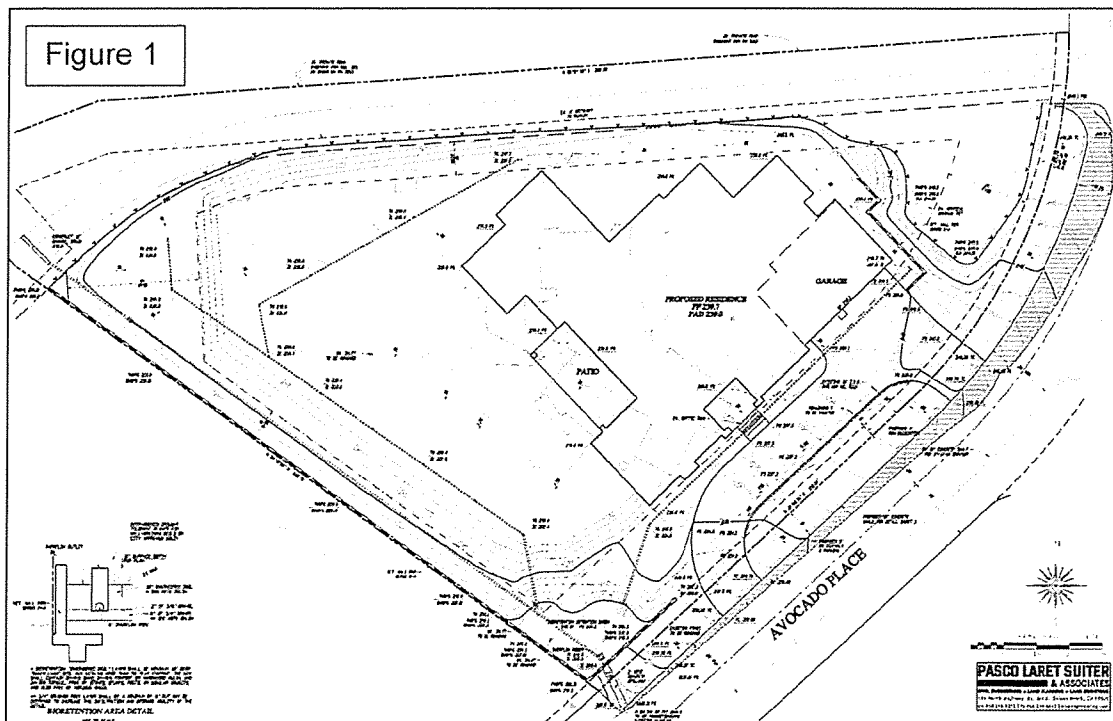


Table 1 (below) provides a comparison of the SBMC applicable zoning regulations with the Applicants' proposed design.

Table 1			
LOT INFORMATION			
Property Address:	731 Avocado Pl.	Zoning Designation:	ER-2 (1-2 du/ac)
Lot Size (Net):	39,310 ft ²	# of Units Allowed:	1 Dwelling Unit, 1 ADU
Max. Allowable Floor Area:	10,397 ft ²	# of Units Requested:	1 Dwelling Unit
Proposed Floor Area:	8,630 ft ²		
Below Max. Floor Area by:	1,767 ft ²	Setbacks:	Required Proposed
Max. Allowable Height:	25 ft	Front (E)	25 ft. 25 ft.
Max. Proposed Height:	25 ft	Interior Side (N)	10 ft. 11 ft.
Highest Point/Ridge:	25 ft./ 263.0 MSL	Interior Side(W)	10 ft. 56 ft.
Overlay Zone(s):	Dark Sky Area	Rear(NW Corner)	40 ft. 80 ft.
PROPOSED PROJECT INFORMATION			
Floor Area Breakdown:		Required Permits:	
Proposed First Floor:	5,518 ft ²	DRP: A DRP is required for a structure that exceeds 60% of the maximum allowable floor area, and for grading in excess of 100 cubic yards (aggregate) SDP: A SDP is required for a new structure that exceeds 16 feet in height from the existing grade.	
Proposed Second Floor:	1,582 ft ²		
Proposed First Floor Garage:	976 ft ²		
Proposed First Floor Entry:	142 ft ²		
Proposed First Floor Cover Patio:	464 ft ²		
Proposed Second Floor Deck:	348 ft ²		
Subtotal:	9,030 ft ²		
Off Street Parking Exemption:	- 400 ft ²		
Total Floor Area:	8,630 ft²		
Proposed Grading: 230 cubic yards of cut, 4,200 cubic yards of fill, 3,970 cubic yards of import, and 340 cubic yards of removal and recompaction			
Proposed Parking: 3-Car Garage		Existing Development:	
Proposed Fences and Walls: Yes		Two-story, single-family residence with an attached one-car garage	
Proposed Accessory Dwelling Unit: No			
Proposed Accessory Structure: No			

Development Review Permit Compliance (SBMC Section 17.68.40):

A DRP is required for the following reasons: 1) the proposal includes an aggregate grading quantity that exceeds 100 cubic yards of grading; and 2) construction in excess of 60 percent of the maximum allowable floor area; and 3) construction of a second story that exceeds 40% of the floor area of the first floor.

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

1. Relationship with Adjacent Land Uses
2. Building and Structure Placement
3. Landscaping
4. Roads, Pedestrian Walkways, Parking, and Storage Areas

5. Grading
6. Lighting
7. Usable Open Space

The Council may approve, or conditionally approve, a DRP only if all of the findings listed below can be made. Resolution 2019-138 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 ER-2 Zone. The surrounding neighborhood consists of a mix of properties that are one- and two-story, single-family residences. The project site is currently developed with a two-story, single-family residence with an attached garage.

The project, as designed, is consistent with the permitted uses for the ER-2 Zone as described in Solana Beach Municipal Code (SBMC) Sections 17.20.010 and 17.12.020, which permits one single-family residence and one ADU per lot. The property is designated Estate Residential in the General Plan and intended for residential development with a maximum density of one to two 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 Dark Sky Area and within the Coastal Zone. As a condition of project approval, the Applicants would be required to obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior

to the issuance of Building or Grading Permits. In addition, subject to the conditions of approval the project could be found to be in conformance with the regulations of the Dark Sky Area.

Building and Structure Placement:

The site is currently developed with a two-story, single-family residence with an attached garage. The Applicants propose to demolish the existing structure and construct a replacement two-story, 8,054 square foot, single family residence with an attached 976 square foot garage and perform associated site improvements.

The existing U-shaped driveway would be reconfigured so that both curb cuts are on Avocado Place off of the eastern property line instead of one off of the private drive and one from Avocado Place in the northeast corner of the lot.

The proposed structure would be located towards the northeast corner of the pie-shaped lot. The main floor would be made up of a three-car garage, a great room, kitchen and dining room, an office, powder room, laundry room, three bedrooms with ensuite bathrooms and a master suite. The second floor would be made up of an additional master suite with a loft and a view deck.

The ER-2 Zone requires a 25-foot front yard setback, 10-foot side yard setbacks, and a 40 foot rear yard setback. The proposed residence is setback 25 feet from the front property line, which is the eastern property line, where the lot abuts Avocado Place. The proposed residence would be setback approximately 11 feet from the north side property line, approximately 55 feet from the western property line. Due to the fact that the property only has three sides, the rear yard setback is taken from the corner of the lot at the point where the north and west property lines are ten feet apart. As designed, the proposed project will comply with the required setbacks.

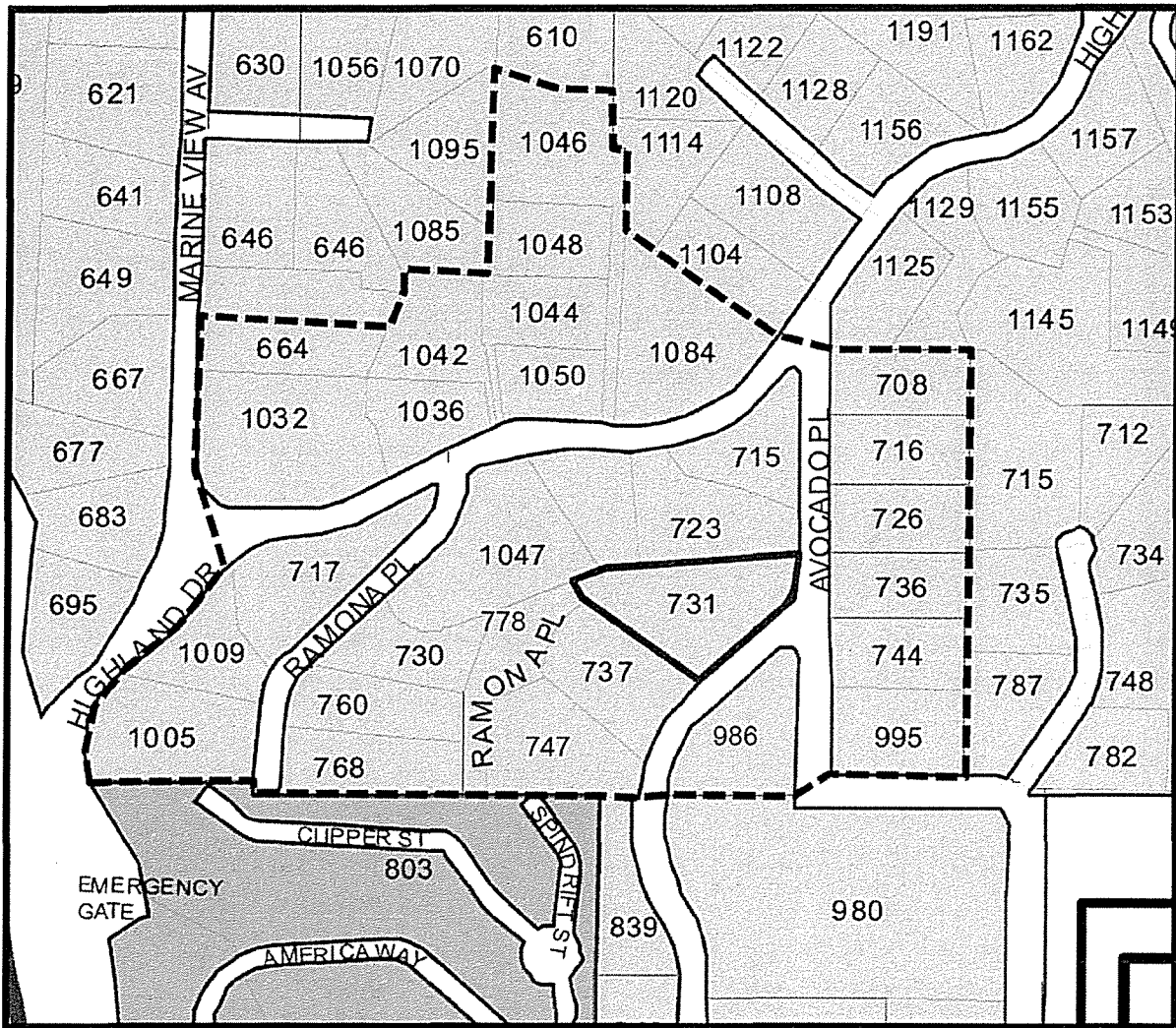
The SBMC parking regulations require two off-street parking spaces per single-family residence. The SBMC indicates that when required spaces are provided in a garage, up to 200 square feet of floor area is exempted for each required space. The site is required to provide two parking spaces; therefore, the project is afforded a 400 square-foot exemption. The maximum floor area calculation for the 39,310 square foot property is as follows:

0.60 for the first 5,000 SF	3,000 SF
0.30 for between 5,000 SF-20,000 SF	4,500 SF
0.15 for SF above 20,000 SF	2,897 SF
Maximum Allowable Floor Area:	10,397 SF

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

Neighborhood Comparison:

Staff compared the proposed project to 29 other properties within the surrounding area. This area includes properties along Highland Drive, Ramona Place, and Avocado Place as shown on the following map:



The properties evaluated in this comparison are located in the ER-2 Zone. The existing homes range in size from 1,448 square feet to 6,391 square feet, according to the County Assessor records. It should be noted that the County Assessor does not include the garage, decks or covered patios 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 existing and proposed garages as follows:

Project Gross Building Area:	9,030 ft ²
Delete Garage:	- 976 ft ²
Delete First Floor Entry:	- 142 ft ²
Delete First Floor Cover Patio:	- 464 ft ²

Delete Second Floor Deck: - 348 ft²
Project Area for Comparison to Assessor's Data: 7,100 ft²

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.

Table 2						
#	Property Address	Lot Size in ft ² (GIS)	Existing ft ² Onsite (Assessor's)	Proposed / Recently Approved ft ²	Max. Allowable ft ²	Zone
1	1084 HIGHLAND DR	43,124	1,950		10,969	ER-2
2	0 HIGHLAND DR	20,334	Vacant		7,550	ER-2
3	778 RAMONA PL	24,829	4,598		8,224	ER-2
4	986 AVOCADO PL	31,799	Vacant	5,719	9,270	ER-2
5	708 AVOCADO PL	21,780	2,795		7,767	ER-2
6	716 AVOCADO PL	21,780	2,182		7,767	ER-2
7	726 AVOCADO PL	21,780	2,422		7,767	ER-2
8	736 AVOCADO PL	21,780	2,875		7,767	ER-2
9	744 AVOCADO PL	21,780	2,572		7,767	ER-2
10	995 AVOCADO PL	28,750	2,952		8,813	ER-2
11	731 AVOCADO PL	39,310	2,408	7,100	10,397	ER-2
12	737 AVOCADO PL	27,878	2,954		8,682	ER-2
13	747 AVOCADO PL	30,056	3,910		9,008	ER-2
14	723 AVOCADO PL	33,541	4,143		9,531	ER-2
15	715 AVOCADO PL	22,866	Not Available		7,930	ER-2
16	664 MARINE VIEW AVE	21,780	1,568		7,767	ER-2
17	164 HIGHLAND DR	59,242	2,631		13,386	ER-2
18	1036 HIGHLAND DR	21,780	1,448		7,767	ER-2
19	1042 HIGHLAND DR	23,522	1,540		8,028	ER-2
20	1046 HIGHLAND DR	43,124	3,247		10,969	ER-2
21	1048 HIGHLAND DR	21,040	Not Available		7,656	ER-2
22	1050 HIGHLAND DR	15,816	1,653		3,245	ER-2
23	1044 HIGHLAND DR	25,265	1,730		8,290	ER-2
24	1005 HIGHLAND DR	35,719	2,765		9,858	ER-2
25	1009 HIGHLAND DR	22,651	2,530		7,898	ER-2
26	717 RAMONA PL	35,284	4,535		9,793	ER-2
27	1047 HIGHLAND DR	46,174	1,456		11,426	ER-2
28	730 RAMONA PL	21,780	2,020		7,767	ER-2
29	760 RAMONA PL	21,780	6,391		7,767	ER-2
30	768 RAMONA PL	25,700	3,048		8,355	ER-2

Fences, Walls and Retaining Walls:

Within the front yard setback area, 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 2 feet that is 50% open to light and air.

A retaining wall that ranges in height from 0 to 3 feet as measured from the existing grade is proposed along the entire western property line and along the southernmost 35 feet of the eastern property line. As viewed from the property south of the subject lot, this wall would range in height from 1 foot to 3.6 feet as measured from the proposed finished grade. An additional retaining wall is proposed that would be constructed entirely below the existing grade but would have a height of 3.5 feet above the proposed grade at the northeast corner of the proposed residence. The proposed retaining walls comply with the fence and wall height regulations of the SBMC. If the Applicants decide to modify any of the proposed 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 Applicants provided a conceptual landscape plan that has been reviewed by the City's third-party landscape architect, who has recommended approval. The Applicants propose to plant five Desert Museum Palo Verde Trees along the frontage of Avocado Place that would have a mature height of 25 feet and a canopy span of approximately 25 feet. In addition, the Applicants propose to maintain an existing pine tree towards the center of the rear yard area. The Applicants 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 Applicants are proposing to construct an attached, 976 square foot, three-car garage and storage area accessed by a driveway along the eastern property line. 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. Two spaces are required, therefore, the garage area of 400 square feet is exempt from the project's floor area calculation.

Grading:

The project proposes grading in the amounts of 20 cubic yards of excavation for footings, 340 cubic yards of removal and recompaction for slabs, 230 cubic yards of cut, and 4,200 cubic yards of fill. The proposed site grading would create a flat building pad and usable yard area in the center of the lot and provide driveway access along the eastern property line.

Partial Street Dedication:

According to Parcel Map No. 7213, the property currently has a 10-foot Irrevocable Offer of Dedication (I.O.D.) along the street frontage of Avocado Place. With the proposed project, the City is requiring a 4-foot dedication along the street frontage and the Applicants have requested that the City vacate the remaining 6 feet of the existing 10-foot I.O.D. The Streets and Highways Code, Section 8334, states that the local agency may summarily vacate excess right-of-way of a street that is not required for street purposes. Section 8331 also states that the local agency may summarily vacate a street if:

- A. For a period of five consecutive years, the street or highway has been impassable for vehicular travel; and
- B. No public money was expended for maintenance on the street or highway during such period.

As part of the evaluation of the proposed partial street vacation request, Staff confirmed the following facts:

1. The excess right-of-way is not being used for street purposes or maintained by the City. Staff cannot find any evidence that the excess right-of-way has ever been used for street purposes.
2. There are no plans to use the excess right-of-way and the vacation does not affect the Circulation Element of the General Plan.
3. A minimum right-of-way width of 48-feet would remain after the vacation, which meets the Circulation Element recommendations.
4. The attached Resolution 2019-141 (Attachment 3) for the partial street vacation includes legal descriptions and plats. If approved by the City Council, the Resolution would be recorded at the County Recorder. The proposed vacation was published and posted in accordance with Sections 8320, 8322 and 8323 of the Streets and Highways Code.

Lighting:

The project site is located within the City's Dark Sky Area which has specific lighting regulations to preserve the traditional semirural character of the area which includes low levels of nighttime illumination. These regulations prohibit the outside illumination for aesthetic or dramatic purposes of any building and/or surrounding landscape, including environmentally sensitive habitat areas (public or private). Conditions of project approval include that all new exterior lighting fixtures comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060); that 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; and that aesthetic illumination of the proposed residence or landscaping is prohibited.

Usable Open Space:

The project consists of the construction of a replacement two-story, single-family residence with an attached garage; 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 exceeds 16 feet in height above the existing grade, therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicants were required to complete the SDP process. The Story Pole Height Certification was certified by a licensed land surveyor on March 15, 2019 showing a maximum building height of 25 feet above the existing grade. Notices were mailed to property owners and occupants within 300 feet of the project site establishing a deadline to file for View Assessment by June 20, 2019. One Application for View Assessment was received from the neighbor at 736 Avocado Place.

The project was heard at the regularly scheduled August 20, 2019 View Assessment Commission (VAC) meeting. At that meeting the VAC was not able to make the required findings and recommended denial of the project. The notice of recommendation is provided in Attachment 4.

The Applicants are requesting that the City Council reconsider the VAC recommendation and approve the project as designed.

The Council may approve, or conditionally approve, a Structure Development Permit only if all of the findings listed below can be made:

1. The Applicants for the structure development permit has made a reasonable attempt to resolve the view impairment issues with the person(s) requesting view assessment. Written evidence of a good faith voluntary offer to meet and discuss view issues, or of a good faith voluntary offer to submit the

matter to mediation, is hereby deemed to be a reasonable attempt to resolve the view impairment issues.

2. The proposed structure does not significantly impair a view from public property (parks, major thoroughfares, bike ways, walkways, equestrian trails) which has been identified in the city's general plan, local coastal program, or city designated viewing areas.
3. The structure is designed and situated in such a manner as to minimize impairment of views.
4. There is no significant cumulative view impairment caused by granting the application. Cumulative view impairment shall be determined by: (a) considering the amount of view impairment caused by the proposed structure; and (b) considering the amount of view impairment that would be caused by the construction on other parcels of structures similar to the proposed structure.
5. The proposed structure is compatible with the immediate neighborhood character.

The SDP findings have been left blank in the attached draft Resolution and would be updated to reflect the determination of the Council. If the Council is not able to make the required findings and upholds the VAC's recommendation, the project shall be continued for a redesign or denied based on Council's direction.

In conclusion, the proposed project, as conditioned, and dependent upon the Council's determination on the SDP, could be found to be consistent with the Zoning regulations and the General Plan. Staff has prepared draft findings for approval of the project in the attached Resolution 2019-138 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. Additionally, as a condition of project approval, the Applicants would be required to obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of a Building Permit. The Council may direct Staff to modify the Resolution to reflect the findings and conditions it deems appropriate as a result of the public hearing process. If the Council determines the project is to be denied, Staff will prepare a Resolution of Denial for adoption at a subsequent Council meeting.

Public Hearing Notice:

Notice of the City Council Public Hearing for the project was published in the Union Tribune more than 10 days prior to the public hearing. The same public notice was mailed to property owners and occupants within 300 feet of the proposed project site on October 11, 2019. As of the date of preparation of this Staff Report, Staff has not received any

formal correspondence from neighbors or interested parties in support of, or in opposition to, the proposed project.

CEQA COMPLIANCE STATEMENT:

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 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 2019-138.
- 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 or SDP cannot be made.


DEPARTMENT RECOMMENDATION:

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

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 2019-138 conditionally approving a Development Review Permit (DRP) and Structure Development Permit (SDP) to demolish the existing single-family residence and construct a replacement two-story, single-family residence with an attached garage and perform associated site improvements at 731 Avocado Place, Solana Beach.
4. Adopt Resolution 2019-141 ordering the vacation of excess public street right-of-way at 731 Avocado Place.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.

A handwritten signature in black ink, appearing to read 'Gregory Wade', written over a horizontal line.

Gregory Wade, City Manager

Attachments:

1. Resolution 2019-138
2. Project Plans
3. Resolution 2019-141
4. VAC Notice of Recommendation

RESOLUTION NO. 2019-138

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A DEVELOPMENT REVIEW PERMIT AND AN ADMINISTRATIVE STRUCTURE DEVELOPMENT PERMIT TO DEMOLISH THE EXISTING SINGLE-FAMILY RESIDENCE AND CONSTRUCT A REPLACEMENT TWO-STORY, SINGLE-FAMILY RESIDENCE AND PERFORM ASSOCIATED SITE IMPROVEMENTS AT 731 AVOCADO PLACE, SOLANA BEACH

**APPLICANTS: Truc and Alex Harris
CASE NO.: 17-18-15 DRP/SDP**

WHEREAS, Truc and Alex Harris (hereinafter referred to as "Applicants"), have submitted an application for a Development Review Permit (DRP) and Structure Development Permit (SDP) pursuant to Title 17 (Zoning) of the Solana Beach Municipal Code (SBMC); and

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

WHEREAS, at the Public Hearing on October 23, 2019, 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 resolve as follows:

- I. That the foregoing recitations are true and correct.
- II. That the request for a DRP and a SDP to demolish the existing single-family residence and construct a replacement 8,054 square foot, two-story, single family residence with an attached 976 square foot garage and perform associated site improvements 731 Avocado Place, is conditionally approved based upon the following Findings and subject to the following Conditions:
- III. FINDINGS
 - A. In accordance with Section 17.68.040 (Development Review Permit) of the City of Solana Beach Municipal Code, the City Council finds the following:

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

General Plan Consistency: The project, as conditioned, is consistent with the City's General Plan designation of Estate Residential, which allows for single-family residential development on semirural estate lots with a maximum density range of one to two 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 Estate Residential (ER-2) 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 Ratio (FAR), maximum building height, and parking requirements.

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

- a. *Relationship with Adjacent Land Uses: The development shall be designed in a manner compatible with and complementary to existing development in the immediate vicinity of the project site and the surrounding neighborhood. The development as proposed shall also be compatible in scale, apparent bulk, and massing with such existing development in the surrounding neighborhood. Site planning on or near the perimeter of the development shall give consideration to the protection of surrounding areas from potential adverse effects.*

The subject site is located within the Estate Residential (ER-2) Zone. The surrounding neighborhood consists of a mix of one- and two-story, single-family residences.

The project, as designed, is consistent with permitted uses for the ER-2 Zone. The property is designated Estate Residential in the General Plan and intended for single-family residential development on semirural estate lots within a density range of one to two units per acre. The proposed development is

consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

The property is not located within any of the City's Specific Plan areas; however, it is located within the boundaries of the Dark Sky Area and within the Coastal Zone. As conditioned, the project could be found to be in conformance with, the regulations of the Dark Sky Area.

- b. *Building and Structure Placement: Buildings and structures shall be sited and designed to minimize adverse impacts on the surrounding properties and designed in a manner which visually and functionally enhance their intended use and complement existing site topography. Multi-family residential buildings shall be sited to avoid crowding and to allow for a functional use of the space between buildings.*

The site is currently developed with a two-story, single-family residence with an attached garage. The Applicants propose to demolish the existing structure and construct a replacement two-story, 8,054 square foot, single family residence with an attached 976 square foot garage and perform associated site improvements.

The existing U-shaped driveway would be reconfigured so that both curb cuts are on Avocado Place off of the eastern property line instead of one off of the private drive and one from Avocado Place in the northeast corner of the lot.

The proposed structure would be located towards the northeast corner of the pie-shaped lot. The main floor would be made up of a three-car garage, a great room, kitchen and dining room, an office, powder room, laundry room, three bedrooms with ensuite bathrooms and a master suite. The second floor would be made up of an additional master suite with a loft and a view deck.

The ER-2 Zone requires a 25-foot front yard setback, 10-foot side yard setbacks, and a 40 foot rear yard setback. The proposed residence is setback 25 feet from the front property line which is the eastern property line where the lot abuts Avocado Place. The proposed residence would be setback approximately 11 feet from the north side property line and approximately 55 feet from the western property line. Due to the fact that the property only has three sides, the rear yard setback is taken from the corner of the lot at the point where the north

and west property lines are ten feet apart. As designed, the proposed project will comply with the required setbacks.

The SBMC parking regulations require two off-street parking spaces per single-family residence. The SBMC indicates that when required spaces are provided in a garage, up to 200 square feet of floor area is exempted for each required space. The site is required to provide two parking spaces; therefore, the project is afforded a 400 square-foot exemption. The maximum floor area calculation for the 39,310 square foot property is as follows:

0.60 for the first 5,000 SF	3,000 SF
0.30 for between 5,000 SF-20,000 SF	4,500 SF
0.15 for SF above 20,000 SF	2,897 SF
Maximum Allowable Floor Area:	10,397 SF

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

- c. *Landscaping: The removal of significant native vegetation shall be minimized. Replacement vegetation and landscaping shall be compatible with the vegetation of the surrounding area. To the maximum extent practicable, landscaping and plantings shall be used to screen parking areas, storage areas, access roads, and other service uses of the site. Trees and other large plantings shall not obstruct significant views when installed or at maturity. Drought tolerant plant materials and water conserving irrigation systems shall be incorporated into all landscaping plans.*

The project is 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 Applicants provided a conceptual landscape plan that has been reviewed by the City's third-party landscape architect, who has recommended approval. The Applicants will be required to submit detailed construction landscape drawings that will be reviewed by the City's third-party landscape architect for conformance with the conceptual plan. In addition, the City's third-party landscape architect will perform inspections during the construction phase of the project. A separate condition has been added to require that native or drought-tolerant and non-invasive plant materials and water-

conserving irrigation systems are required to be incorporated into the landscaping to the extent feasible.

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

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. The Applicants are proposing to construct an attached, 976 square foot, three-car garage and storage area accessed by a driveway along the eastern property line. 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. Two spaces are required, therefore, the garage area of 400 square feet 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 proposes grading in the amounts of 20 cubic yards of excavation for footings, 340 cubic yards of removal and recompaction for slabs, 230 cubic yards of cut, 3,970 cubic yards of import and 4,200 cubic yards of fill. The proposed site grading would create a flat building pad and usable yard area in the center of the lot and provide driveway access along the eastern property line.

- 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).*

The project site is located within the City's Dark Sky Area which has specific lighting regulations to preserve the traditional semirural character of the area which includes low levels of nighttime illumination. These regulations prohibit the outside illumination for aesthetic or dramatic purposes of any building and/or surrounding landscape, including environmentally sensitive habitat areas (public or private). Conditions of project approval include that all new exterior lighting fixtures comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060); that 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; and that aesthetic illumination of the proposed residence or landscaping is prohibited.

- 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 replacement two-story, single-family residence with an attached garage; therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040.

- III. All required permits and approvals 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 Applicants 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 exceeds 16 feet in height above the existing grade, therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicants were required to

complete the SDP process. The Story Pole Height Certification was certified by a licensed land surveyor on March 15, 2019 showing a maximum building height of 25 feet above the existing grade. Notices were mailed to property owners and occupants within 300 feet of the project site establishing a deadline to file for View Assessment by June 20, 2019. One Application for View Assessment was received from the neighbor at 736 Avocado Place.

The project was heard at the regularly scheduled August 20, 2019 View Assessment Commission (VAC) meeting. At that meeting the VAC was not able to make the required findings and recommended denial of the project.

The Applicants are requesting that the City Council reconsider the VAC recommendation and approve the project as designed.

In making a decision on a matter for which view assessment has been requested, the City Council shall be required to make the following findings:

- I. *The applicant for the structure development permit has made a reasonable attempt to resolve the view impairment issues with the person(s) requesting view assessment. Written evidence of a good faith voluntary offer to meet and discuss view issues, or of a good faith voluntary offer to submit the matter to mediation, is hereby deemed to be a reasonable attempt to resolve the view impairment issues.*

[To be completed once Council has made a determination]

- II. *The proposed structure does not significantly impair a view from public property (parks, major thoroughfares, bike ways, walkways, equestrian trails) which has been identified in the city's general plan, local coastal program, or city designated viewing areas.*

[To be completed once Council has made a determination]

- III. *The structure is designed and situated in such a manner as to minimize impairment of views.*

[To be completed once Council has made a determination]

- IV. *There is no significant cumulative view impairment caused by granting the application. Cumulative view impairment shall be determined by: (a) Considering the amount of view impairment caused by the proposed structure; and (b) considering the amount of view impairment that would be caused by the construction on other parcels of structures similar to the proposed structure.*

[To be completed once Council has made a determination]

- V. *The proposed structure is compatible with the immediate neighborhood character.*

[To be completed once Council has made a determination]

IV. CONDITIONS

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

A. Community Development Department Conditions:

- I. The Applicants shall pay required Public Facilities Fees, as established by SBMC Section 17.72.020 and Resolution 1987-36.
- II. The Applicants shall pay required Fire Mitigation, Park Development and Public Use Facilities Impact Fees, as established by SBMC Chapter 15.60, Chapter 15.65, Chapter 15.66, and Resolution 2018-147.
- III. Building Permit plans must be in substantial conformance with the architectural plans presented to the City Council on October 23, 2019, and located in the project file with a submittal date of May 16, 2019.
- IV. Prior to requesting a framing inspection, the Applicants shall be required to submit a height certification, signed by a licensed land surveyor, certifying that the building envelope (which is represented by the story poles) is in conformance with the plans as approved by the City Council on October 23, 2019 and the certified story pole plot plan, and will not exceed 25 feet in height from the existing grade or 263 feet above MSL.
- V. Any proposed onsite fences, walls and retaining walls and any proposed railing located on top, or any combination thereof, shall comply with applicable regulations of SBMC Section 17.20.040 and 17.60.070 (Fences and Walls).
- VI. The Applicants shall obtain required California Coastal Commission (CCC) approval of a Coastal Development Permit, Waiver or Exemption as determined necessary by the CCC, prior to the issuance of a grading or building permit.
- VII. Native or drought tolerant and non-invasive plant materials and water conserving irrigation systems shall be incorporated into any proposed landscaping and compatible with the surrounding area to the extent feasible.
- VIII. Any new exterior lighting fixtures shall be in conformance with the City-

Wide Lighting Regulations of SBMC 17.60.060.

- IX. All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities that render them detrimental to the surrounding area.
- X. Due to the property's location within the Dark Sky Area, the outside illumination for aesthetic or dramatic purposes of any building or surrounding landscape, including environmentally sensitive habitat areas (public or private) is prohibited.
- XI. Construction vehicles shall be parked on the subject property at all times when feasible. If construction activity prohibits parking on the subject property, the Applicants shall ensure construction vehicles are parked in such a way to allow sufficient vehicular access on Avocado Place and minimize impact to the surrounding neighbors.
- XII. The Applicants shall connect to temporary electrical service as soon as feasible to the satisfaction of the City.

B. Fire Department Conditions:

- I. **ACCESS ROAD MINIMUM DIMENSIONS:** Fire apparatus access roads shall have an unobstructed improved width of not less than 20 feet; curb line to curb line, and an unobstructed vertical clearance of not less than 13 feet 6 inches. Exception: Single-Family residential driveways; serving no more than two single-family dwellings, shall have minimum of 16 feet, curb line to curb line, of unobstructed improved width. Access roads shall be designed and maintained to support the imposed loads of not less than 75,000 pounds and shall be provided with an approved paved surface to provide all-weather driving capabilities.
- II. **FIRE ACCESS ROADWAY EXCEPTION:** Gated entrances with card readers, guard stations or center medians, which have separated lanes of one-way traffic, shall be not less than 14 feet wide per lane.
- III. **GATES:** All gates or other structures or devices, which could obstruct fire access roadways or otherwise hinder emergency operations, are prohibited unless they meet standards approved by the Fire Department. An approved emergency key-operated switch and/or an approved emergency traffic control-activating strobe light sensor shall be installed per Solana Beach Fire Department standards.
- IV. **OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION:** All roadways shall be a minimum of 20 feet in width during construction and maintained free and clear, including the parking of vehicles, in accordance with the California Fire Code and the Solana Beach Fire Department.

- V. 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.
- VI. AUTOMATIC FIRE SPRINKLER SYSTEM-ONE AND TWO FAMILY DWELLINGS: Structures shall be protected by an automatic fire sprinkler system designed and installed to the satisfaction of the Fire Department. Plans for the automatic fire sprinkler system shall be approved by the Fire Department prior to installation.
- VII. CLASS "A" ROOF: All structures shall be provided with a Class "A" Roof covering to the satisfaction of the Solana Beach Fire Department.

C. Engineering Department Conditions:

- I. Obtain an Improvement 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 as follows:
 - a. Provide improvements to Avocado Place along the property frontage consistent with the Proposed Engineering Plan Prepared by Pasco Engineering Dated 1/30/19 to the satisfaction of the City Engineer.
 - b. Construct a 19" swale along property frontage.
 - c. Construct an 8-foot wide stabilized Compacted Decomposed Granite (D.G.) parking area, contiguous with the swale.
 - d. Construct SDRSD G-14 driveway approaches.
 - e. Construct a 2' wide concrete spillway.
 - f. 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. All construction demolition materials shall be recycled according to the City's construction and demolition debris recycling program and an approved Waste Management Plan shall be submitted.
- III. An Encroachment Maintenance Removal Agreement (EMRA) shall be recorded against this property for all private improvements within the public right-of-way including, but not limited to, the 2' wide Concrete Spillway in the public right-of-way at the southern corner of the property.
- IV. Construction fencing shall be located on the subject property unless the Applicants have obtained an Encroachment Permit in accordance with chapter 11.20 of the Solana Beach municipal code which allows otherwise.
- V. A detention basin easement shall be recorded for maintenance of the detention basin by the property owner in perpetuity, prior to the occupancy of this project.
- VI. A 4' width of property frontage along Avocado Place shall be dedicated to the City of Solana Beach as Public Right-Of-Way. The Applicants shall provide the Plat and Legal Description prepared by a Registered Civil Engineer prior to final inspection.
- XIII. 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. The Grading Plan shall be in accordance with the Preliminary Grading Plan and the Preliminary Hydrology Study prepared by Pasco, Laret, Suiter, and Associates, dated 1/31/19 and 7/16/18 respectively. All recommendations of the Hydrology Study shall be incorporated into the Grading Plan.
 - 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. All retaining walls and drainage structures shall be shown. Retaining walls shown on the grading plan shall conform to the San Diego Regional Standards or be designed by a licensed civil engineer. Engineering calculations for all designed walls with a

surcharge and nonstandard walls shall be submitted at grading plan check. Retaining walls may not exceed the allowable height within the property line setback as determined by the City of Solana Beach Municipal Code. Contact the Community Development department for further information.

- d. The grading plan shall show post-development storm water Best Management Practices (BMP's) that reduce pollutant discharges from the site. For example, maximize permeable areas (landscaping, driveway grass strips, gravel paths, concrete pavers on sand) to allow runoff seepage into the ground and drain impermeable surfaces (roofs, hardscape, driveways) to permeable areas (i.e. planted areas) and other approved pollutant treatment BMP's.
- e. The Applicants shall prepare a City of Solana Beach Storm Water Checklist for Standard Projects to address potential water quality impacts to ensure that pollutants and runoff from this development are reduced to the maximum extent practicable.
- f. The Applicants are responsible to protect the adjacent properties during construction. If any grading or other types of construction are anticipated beyond the property lines, the Applicants 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.
- g. 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.
- h. Obtain and submit grading security in a form prescribed by the City Engineer.
- i. Obtain haul permit for import / export of soil. The Applicants shall transport all excavated material to a legal disposal site.
- j. 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.
- k. An Erosion Control Plan shall be prepared. Best management practices shall be developed and implemented to manage storm

water and non-storm water discharges from the site at all times during excavation and grading activities. Erosion prevention shall be emphasized as the most important measure for keeping sediment on site during excavation and grading activities. Sediment controls shall be used as a supplement to erosion prevention for keeping sediment on site.

- I. 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.
 - n. Prior to obtaining a building permit, submit a building pad certification statement from a soils engineer and an engineer or land surveyor licensed in Land Surveying per SBMC 15.40.230E.
- XIV. Obtain an Improvement Permit and extend the public sewer main from its current location in Avocado Place to a location adjacent to this property. At the end of the extension install a manhole. Submit an Improvement Plan prepared by a registered civil engineer and obtain approval from the City Engineer. The Applicants may coordinate the construction of the sewer extension with the recently approved project at 986 Avocado Place. The design and construction of all improvements shall be in conformance with standard plans, the Off-street Parking Design Manual, any specifications of the City of Solana Beach and subject to the approval of the City Engineer. Conditions for approval of the Improvement Plan shall include, but is not limited to the following:
- a. Pay improvement plan check fee in accordance with the current Engineering Fee Schedule prior to approval of the improvement plan.
 - b. Improvement inspection fee shall be paid prior to the issuance of an Improvement Permit.
 - c. Obtain and submit securities to guarantee the improvements in a form prescribed by the City of Solana Beach.
- VII. Sewer permit required for private sewer lateral. The Applicants shall coordinate with the Public Works inspector to allow the inspector to inspect the entire length of the private sewer lines within the public right of way before backfilling.
- VIII. The Applicants shall pay in full the one-time sewer capacity/connection fees of \$4500.00 per Equivalent Dwelling Unit

(EDU). The EDU assignment is determined by SBMC 14.08.060.

- IX. Pay in full the prorated portion of the current annual sewer charge for the remainder of the fiscal year.

V. 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.

VI. EXPIRATION

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

VII. INDEMNIFICATION AGREEMENT

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

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

Ordinance.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, held on the 23rd day of October, 2019, by the following vote:

AYES: Councilmembers –

NOES: Councilmembers –

ABSENT: Councilmembers –

ABSTAIN: Councilmembers –

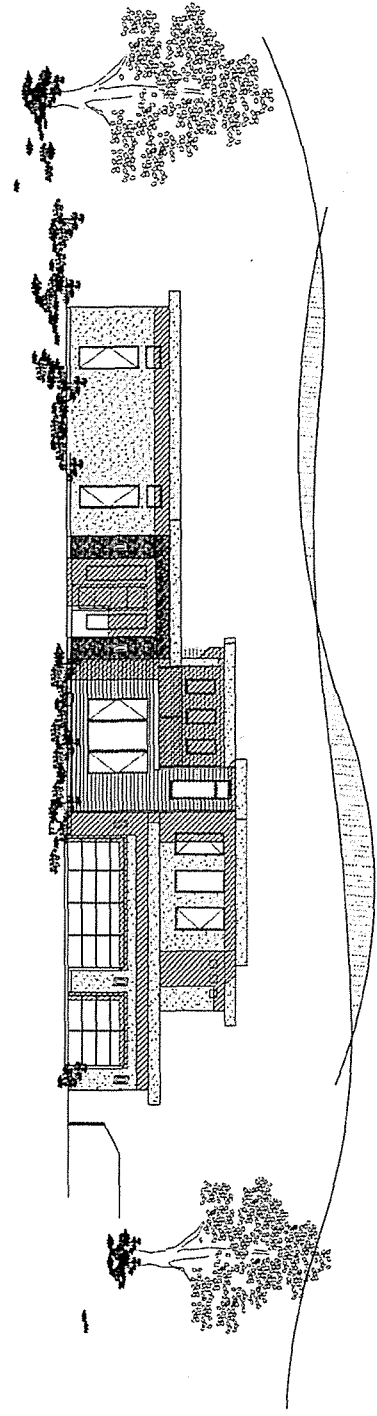
DAVID A. ZITO, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



Harris Residence

FAR CALCULATION

MAXIMUM ALLOWABLE FLOOR AREA (MAFA) IS:
 2000 SF (2000 SF / 100% FAR) = 2000 SF OF FAR
 2000 SF (2000 SF / 100% FAR) = 2000 SF OF FAR
 TOTAL MAFA IS 4000 SF (2000 SF + 2000 SF)
 MAFA IS 4000 SF (2000 SF + 2000 SF)

PROJECT DATA

NAME: ...
 LOCATION: ...
 DATE: ...
 DRAWN BY: ...
 CHECKED BY: ...
 SCALE: ...
 SHEET NO.: ...

CODES & GOVERNING AGENCIES

INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) - 2003 EDITION
 CALIFORNIA BUILDING CODE (CBC) - 2007 EDITION
 CALIFORNIA ELECTRICAL CODE (CEC) - 2002 EDITION
 CALIFORNIA MECHANICAL CODE (CMC) - 2002 EDITION
 CALIFORNIA PLUMBING CODE (CPC) - 2002 EDITION
 CALIFORNIA FIRE CODE (CFC) - 2002 EDITION
 CALIFORNIA ENVIRONMENTAL HEALTH AND SAFETY CODE (CEH&S) - 2001 EDITION
 CALIFORNIA LAND USE AND PLANNING ACT (CALFED) - 1992 EDITION
 CALIFORNIA AIR RESOURCES ACT (CARA) - 1987 EDITION
 CALIFORNIA WATER RESOURCES ACT (CWRA) - 1987 EDITION
 CALIFORNIA WASTE MANAGEMENT ACT (CWMA) - 1987 EDITION
 CALIFORNIA WATERWAYS ACT (CWA) - 1987 EDITION
 CALIFORNIA WILDLIFE AND FISH AND GAME CODE (CFWG) - 2001 EDITION
 CALIFORNIA WILDLIFE AND FISH AND GAME REGULATIONS (CALREG) - 2001 EDITION
 CALIFORNIA WILDLIFE AND FISH AND GAME REGULATIONS (CALREG) - 2001 EDITION

SPECIAL INSPECTIONS

RECOMMENDED SPECIAL INSPECTIONS:
 FOUNDATION: ...
 ROOFING: ...
 MECHANICAL: ...
 ELECTRICAL: ...
 PLUMBING: ...
 OTHER: ...

ABBREVIATIONS

AC: AIR CONDITIONING
 AD: ADDITION
 AL: ALUMINUM
 AN: ANGLE IRON
 AP: APPLICATOR
 AR: ARCHITECTURAL
 AS: ASBESTOS
 AT: ATLAS
 AU: AUSTRIAN
 AV: AVALON
 AW: AUSTRIAN WOOD
 AX: AXON
 AZ: AZULE
 BA: BATH
 BC: BRICK
 BD: BATHING
 BE: BENCH
 BF: BATHING
 BG: BATHING
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VICINITY MAP

Map showing the location of the site relative to surrounding streets and landmarks. Includes a north arrow and a scale bar.

CONSULTANTS

ARCHITECT: ...
 ENGINEER: ...
 PLUMBING: ...
 ELECTRICAL: ...
 MECHANICAL: ...

PROPOSED RESIDENCE FOR:
HARRIS RESIDENCE
 731 AVOCADO PLACE
 DEL MAR, CALIFORNIA, 92014

TREVINO ARCHITECT
 ARCHITECTURE & PLANNING
 PO BOX 111
 ESCOBEDO, CA 92533
 TEL: (951) 234-5519 FAX: (951) 234-5518

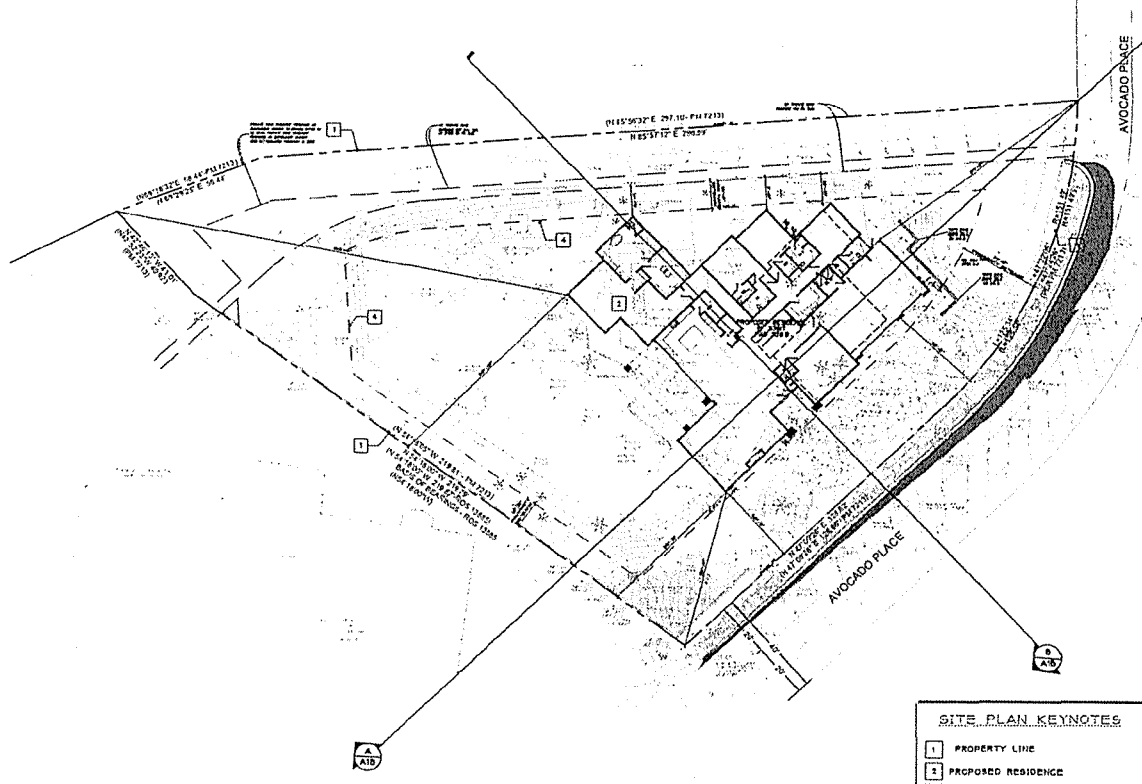
A-0
 SHEET

SITE NOTES

- FLOOR PLAN SHOWN FOR SITE REFERENCE ONLY, SEE SHEET A-13 FOR EXACT LAYOUT.
- ALL WALLS, CEILING, FLOORS AND GENERAL LANDSCAPE IS DIMENSIONING, SEE LANDSCAPE PLAN FOR DIMENSION AND DESCRIPTION.
- PROVIDE EXPANSION AND CONTRACTION JOINTS AS REQUIRED FOR ALL CONCRETE DRIVEWAYS AND WALKS AND LANDSCAPE PLANS.
- CONSTRUCT CONCRETE EDGELINE, CURBS, UTILITY AND OPENWAY APPROXIMATED TO PUBLIC WORKS STANDARDS SPECIFICATIONS AS A MINIMUM.
- CONCRETE ROOF AND TYPED SYSTEM TO SUBSTANTIAL FINISHES AND STORM DRAINAGE AS REQUIRED PER LANDSCAPE AND FINISH PLAN.
- PROVIDE MINIMUM 24" CLEARANCE FROM BUILDING AT ALL ADJACENT SURFACES TO BUILDING. DRAINAGE SHALL NOT DRAIN ONTO ADJACENT PROPERTIES.
- REFER TO GRADING PLAN AND LANDSCAPE PLAN FOR SITE WORK.
- SEE LANDSCAPE PLANS FOR ALL LIGHTING AND LIGHT FIXTURES SEPARATE FROM STRUCTURE. VERIFY THEIR PLACEMENT WORKS PRIOR TO INSTALLATION.
- CONTRACTOR TO VERIFY LOCATION AT STREET OF:
 - NATURAL GAS
 - CABLE TV
 - ELECTRICAL
 - SEWER
 - WATER AND WATER METER
 - TELEPHONE
- GENERAL CONTRACTOR SHALL USE THE SEWER RECOMMENDATIONS AS AN A MINIMUM REQUIREMENT. GENERAL CONTRACTOR SHALL OBTAIN WRITTEN CONVICTION OF PERMIT COMPLETION AND PROVISIONS AND MATERIALS RELATED TO THE FOLLOWING BUT NOT LIMITED TO:
 - INDOOR STRUCTURE
 - FLAT WORK, PARTIAL AND COMPLETE
 - RETAINING WALLS
 - PRECASTING WALLS
 - FLOOR OR WALK FEATURES
 - LANDSCAPE PLANS
 - ETC.
- NOTE: SEWER, SEE LANDSCAPE, ARCHITECTURE PLANS
- SEE LANDSCAPE ELECTRICAL PLAN FOR SITE ELECTRICAL INFORMATION
- SEE LANDSCAPE PLANS FOR HARDSCAPE & SIGNAGE PATTERNS
- VERIFY SETBACK LINE LOCATION AT STREET, VERIFY SETBACK CONNECTION POINT FROM TO PLUMBING FOOTING
- THE INSPECTOR WILL INSPECT FOR EXPANSIVE SOILS AND/OR GRADING REQUIREMENTS AT THE FIRST FOUNDATION INSPECTION
- THE PROJECT WILL COMPLY WITH THE COUNTY OF SAN DIEGO LIGHTING ORDINANCE
- BUILDING STRUCTURE WILL USE NATURAL GAS
- ALL RATES OR OTHER STRUCTURES OR DEVICES WHICH COULD OBSTRUCT FIRE ACCESS ROADWAYS OR OTHERWISE IMPEDER EMERGENCY OPERATIONS ARE PROHIBITED UNLESS THEY MEET STANDARDS APPROVED BY THE FIRE DEPARTMENT. AN APPROVED EMERGENCY KEY OPERATED SWITCH AND/OR AN APPROVED EMERGENCY TRAFFIC CONTROL/ACTIVATING SIRE LIGHT SENSOR SHALL BE INSTALLED PER SOLANA BEACH FIRE DEPARTMENT STANDARDS
- THE TURNING RADIUS OF A FIRE APPARATUS ACCESS ROAD SHALL BE 30 FEET OR AS APPROVED BY THE CITY
- WHEN ACCESS TO OR WITHIN A STRUCTURE OR AREA IS UNUSUALLY DIFFICULT BECAUSE OF SLOPED GRADIENTS OR "SHARP" HORIZONTAL ACCESS IS NECESSARY FOR LIFE SAFETY OR EMERGENCY PURPOSES, THE CITY IS AUTHORIZED TO REQUEST A KEY SWITCH EMERGENCY KEY TO BE INSTALLED IN AN ACCESSIBLE LOCATION
- THE ANGLE OF DEPARTURE AND ANGLE OF APPROACH OF A FIRE ACCESS ROADWAY SHALL NOT EXCEED 7 DEGREES OR 1/3 OF AS APPROVED BY THE CITY
- THE GRADIENT FOR A FIRE APPARATUS ACCESS ROADWAY SHALL NOT EXCEED 10% GRADE EXCEPT ON STEEP SLOPES OR EXCEPT SHALL NOT BE PERMITTED WITHOUT METRICUM, METAL, WETBURN SHALL BE THE INSTALLATION OF A SURFACE OF PORTLAND CEMENT CONCRETE PCCG WITH A HEAVY-DUTY FRESH PERPENDICULAR TO THE DIRECTION OF TRAVEL TO
- FIRE APPARATUS ACCESS ROAD SHALL BE DESIGNED AND MAINTAINED TO SUPPORT THE IMPOSED LOADS OF FIRE APPARATUS BUT LESS THAN 25,000 LBS AND SHALL BE PROVIDED WITH AN APPROVED PAVED SURFACE 60 AS TO PROVIDE ALL-WEATHER EMERGENCY TRAFFIC
- APPROVED MARKERS AND/OR ACCESS SHALL BE PLACED ON ALL NEW AND EXISTING ROADWAYS AND APPROPRIATE ADDITIONAL LOCATIONS AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET OR ROADWAY. PROTECTING THE PROPERTY FROM EITHER DIRECTION OF APPROACH SHALL MARKERS SHALL CONTRAST WITH THEIR BACKGROUND AND SHALL MEET THE FOLLOWING MINIMUM STANDARDS AS TO SIZE: 1" HIGH WITH 3/4" STROKE FOR RESIDENTIAL BUILDINGS, POST AT 4' MINIMUM.
- THE FIRST FIVE FEET OF THE SIDEWALK SHALL INCLUDE THE AREA FROM THE BUILDING TO A POINT 60 FEET AWAY. THIS SIDEWALK SHALL BE COVERED AND PLANTED WITH FIRE RESISTIVE PLANTS, TREES AND OTHER VEGETATION LOCATED - MORE THAN 60 FEET FROM BUILDINGS OF STRUCTURES AND LESS THAN 4 INCHES HIGH IN HEIGHT EXCEPT THE SIDEWALK SHALL NOT BE REMOVED UNLESS NECESSARY TO STABILIZE THE SIDE AND PREVENT EROSION. REPOSED
- THE SECOND FIVE FEET IS THE AREA BETWEEN AS TO 60 FEET FROM THE BUILDING. IN THIS ZONE THE VEGETATION MAY BE PLANT BUT IT MUST THINNING BY 50% AND ALL DEAD AND DYING VEGETATION MUST BE REMOVED IMMEDIATELY.
- LANDSCAPE PLANS ARE REQUIRED TO MEET FIRE DEPARTMENT STANDARDS AND SHALL BE APPROVED FROM THE INSPECTOR IN THE FIELD PER PROJECTS BEGINNING HERE VERIFICATION ANNUAL PERIODIC TESTING, THE CP-55 FORMS MUST BE FURNISHED
- LANDSCAPE AND FIRE MODIFICATIONS SHALL BE INSTALLED BEFORE FINISH INSPECTION, TO INSURE A FIRE SAFE ENVIRONMENT.
- PROPERLY COMPLETED AND SIGNED INSTALLATION CERTIFICATES CP-55 FORMS SHALL BE PROVIDED TO THE INSPECTOR IN THE FIELD PER PROJECTS BEGINNING HERE VERIFICATION ANNUAL PERIODIC TESTING, THE CP-55 FORMS MUST BE FURNISHED
- ALL FIRE APPARATUS ACCESS ROADS SHALL HAVE AN UNOBSTRUCTED VERTICAL CLEARANCE OF NOT LESS THAN 10'-0"

FIRE DEPARTMENT REQUIREMENT

- CONTACT THE SOLANA BEACH FIRE DEPARTMENT REGARDING COMPLIANCE WITH THE FOLLOWING CONDITION(S):
- ACCESS ROAD MINIMUM DIMENSIONS:** Fire apparatus access roads shall have an unobstructed paved width of not less than 20 feet, curb line to curb line, and an unobstructed vertical clearance of not less than 13 feet 6 inches. Exception: Single Family residential driveways serving no more than two single family dwellings, shall have a minimum of 10 feet curb line to curb line, of unobstructed paved width. Access roads shall be designed and maintained to support the imposed loads of not less than 75,000 pounds and shall be provided with an approved paved surface in periods all-weather driving capabilities.
 - Frontage roadway shall comply with a minimum 20 feet fire access width that is clear and unobstructed.
 - Parking shall be a minimum 8 feet in width outside of the fire access.
 - FIRE ACCESS ROADWAY EXCEPTION:** Gated entrances with card readers, guard stations or center medians, which have separated lanes of one-way traffic, shall be not less than 14 feet wide per lane.
 - GATES:** All gates or other structures or devices which could obstruct fire access roadways or otherwise hinder emergency operations, are prohibited unless they meet standards approved by the Fire Department. An approved emergency key operated switch and/or an approved emergency traffic control/activating siren light sensor shall be installed per Solana Beach Fire Department standards.
 - OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION:** All roadways shall be a minimum of 20 feet in width during construction and maintained per and their, including the parking of vehicles, in accordance with the California Fire Code and the Solana Beach Fire Department.
 - 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. Dual numbers shall comply with their background, and shall meet the following minimum standards as to size: 4" high with a 1/2" inch stroke width for residential buildings, 6" high with a 3/4" 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.
 - ADDRESS NUMBERS FOR STRUCTURES LOCATED OFF ROADWAY:** Where structures are located off a roadway on long easements/aliens, a permanent marker shall be placed at the entrance where the easement/aliens intersects the main roadway. Permanent address numbers which conform to Fire Department standards shall be affixed to this marker.
 - Prepares owned by private assessment shall have the ability to post address numbers per fire code.
 - AUTOMATIC FIRE SPRINKLER SYSTEM:** Structures shall be protected by an automatic fire sprinkler system designed and installed to the satisfaction of the Fire Department.
 - AUTOMATIC FIRE SPRINKLER SYSTEM-ONE AND TWO FAMILY DWELLINGS:** Structures shall be protected by an automatic fire sprinkler system designed and installed to the satisfaction of the Fire Department. Plans for the automatic fire sprinkler system shall be approved by the Fire Department prior to installation.
 - CLASS "A" ROOF:** All structures shall be provided with a Class "A" Roof covering to the satisfaction of the Solana Beach Fire Department.



SITE PLAN KEYNOTES

1	PROPERTY LINE
2	PROPOSED RESIDENCE
3	CONCRETE DRIVE
4	SETBACK
5	SETBACK

NOTE: NO PENCING IS PROPOSED

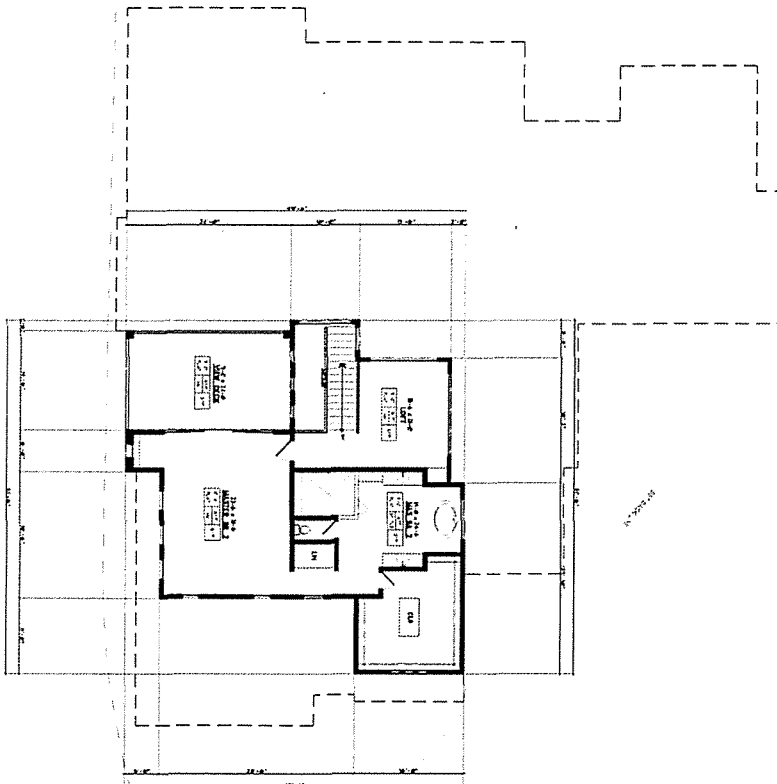
SITE PLAN

SCALE: 1" = 20'-0"

TREVINO ARCHITECT
ARCHITECTURE & PLANNING

PROPOSED RESIDENCE FOR:
HARRIS RESIDENCE
731 AVOCADO PLACE
DEL MAR, CALIFORNIA, 92014

DATE: 01/15/2014
DRAWN BY: [Signature]
CHECKED BY: [Signature]
SCALE: AS SHOWN
SHEET: A-1A
PROJECT: [Signature]



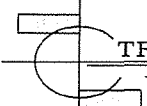
SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"



PROJECT NO.	DATE
DESIGNED BY	SCALE
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CHECKED BY	DATE
APPROVED BY	DATE
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SECOND FLOOR PLAN	

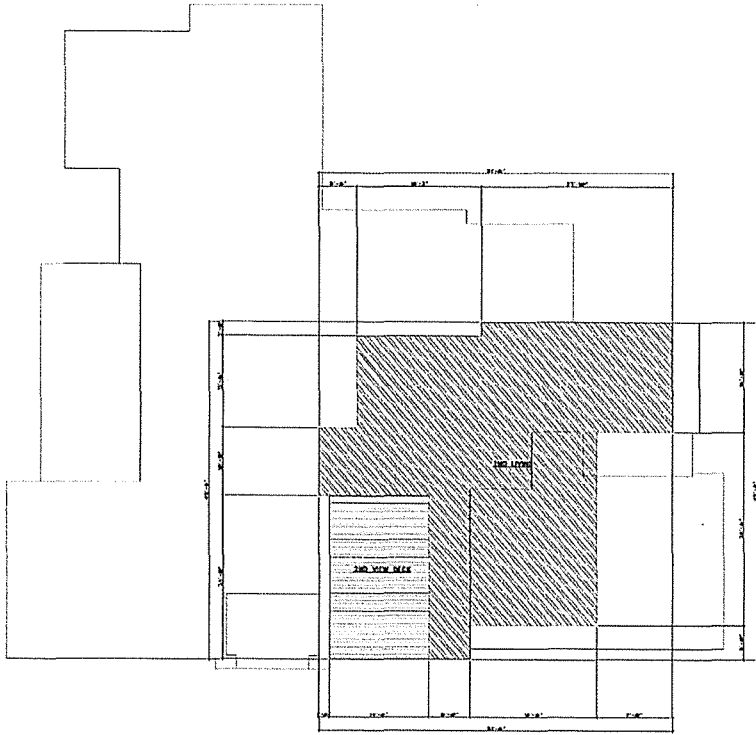
PROPOSED RESIDENCE FOR:
HARRIS RESIDENCE
 731 AVOCADO PLACE
 DEL MAR, CALIFORNIA, 92014



TREVINO ARCHITECT
 ARCHITECTURE & PLANNING

PO BOX 216
 ENCINITAS, CA 92023
 TEL. (760) 231-2316 FAX (760) 291-5311

NO.	DATE	BY	DESCRIPTION

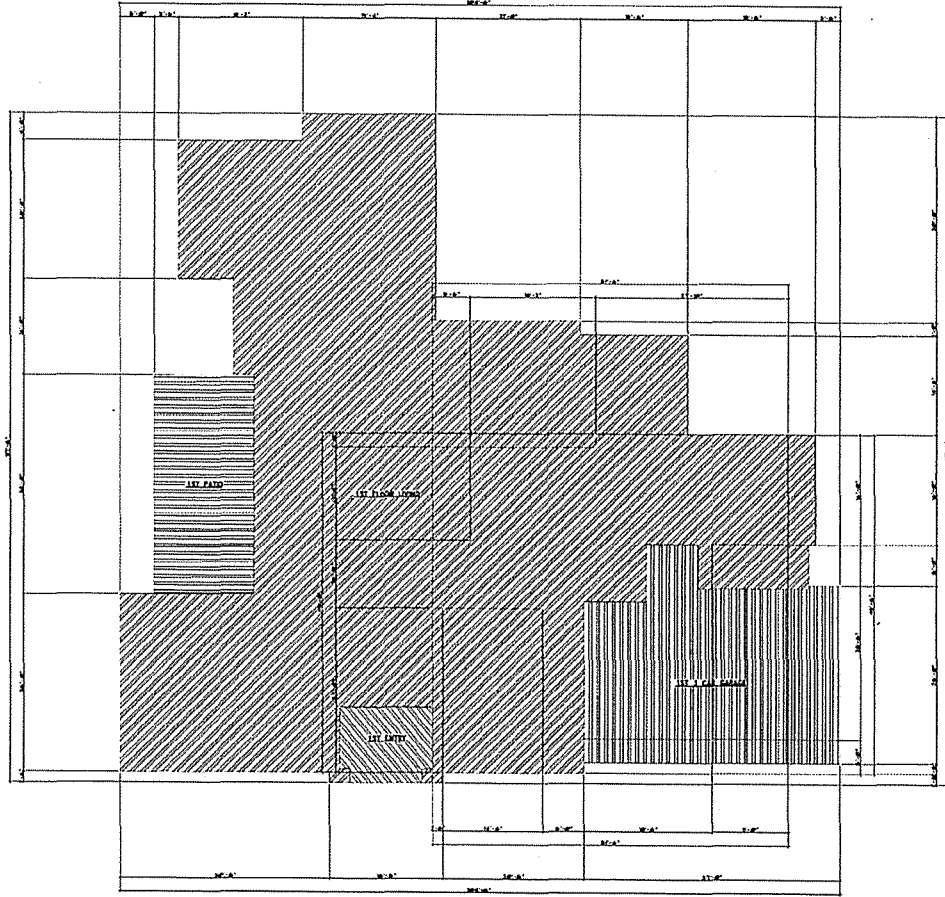


FAR SECOND FLOOR

SCALE: 1/8" = 1'-0"

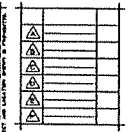
1ST FLOOR	2318 SQ. FT.
2ND FLOOR	1381 SQ. FT.
1ST FLOOR GARAGE	876 SQ. FT.
1ST FLOOR MAIN ENTRY	143 SQ. FT.
1ST FLOOR COVER PATIO	484 SQ. FT.
1ND FLOOR DECK	248 SQ. FT.
SUBTOTAL:	6050 SQ. FT.
OFF-STREET PARKING EXEMPTED (2 SPACES) - 463 SQ. FT.	
TOTAL PROPOSED FLOOR AREA:	4,835 SQ. FT.

NOTE: ALL DIMENSIONS ARE MEASURED FROM THE EXTERIOR WALL SURFACES.



FAR FIRST FLOOR

SCALE: 1/8" = 1'-0"



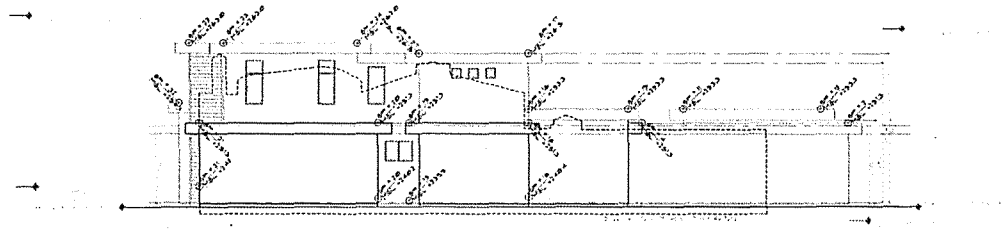
TREVINO ARCHITECT
ARCHITECTURE & PLANNING
1000 W. 11th Street
San Diego, CA 92103
TEL: (760) 284-2316 FAX: (760) 284-2318



PROPOSED RESIDENCE FOR:
HARRIS RESIDENCE
731 AVOCADO PLACE
DEL MAR, CALIFORNIA, 92014

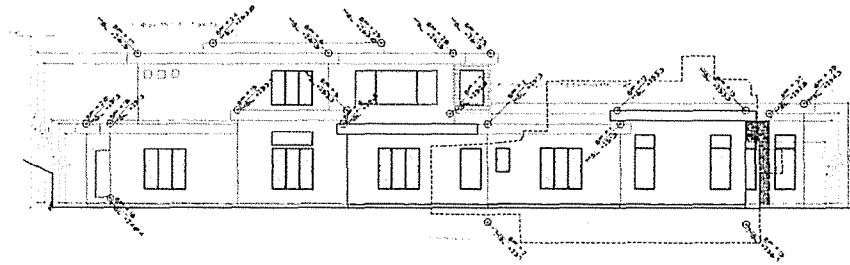
DATE: 05/11/11
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE:
JOB NO.:
SHEET:
A-2C
SECOND FLOOR PLAN FAR
14 SHEET

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RIGHT EXTERIOR ELEVATION - EAST

SCALE: 1/8" = 1'-0"



REAR EXTERIOR ELEVATION - NORTH

SCALE: 1/8" = 1'-0"

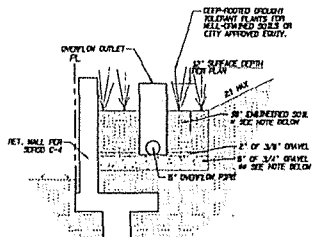
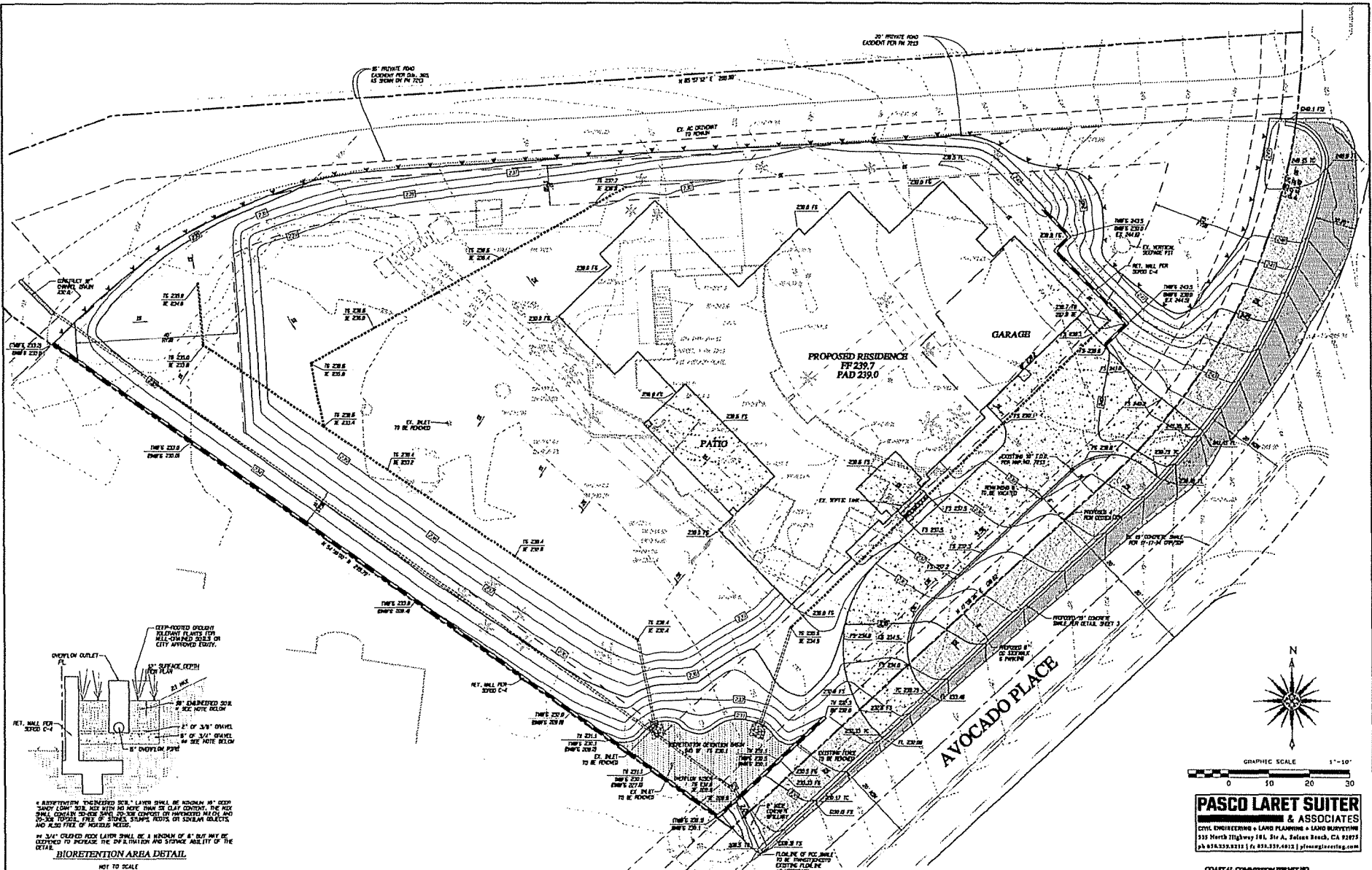
TREVINO ARCHITECT
ARCHITECTURE & PLANNING

8500 BIRCH, CA. 92011
 TEL: (760) 214-3118 FAX: (760) 214-1014



PROPOSED RESIDENCE FOR:
HARRIS RESIDENCE
 731 AVOCADO PLACE
 DEL MAR, CALIFORNIA, 92011

DESIGNED BY:	
CHECKED BY:	
DATE:	
SCALE:	
SHEET NO.:	
TOTAL SHEETS:	
A-3B	



BIORETENTION ENHANCED SOIL LAYER SHALL BE MINIMUM 18\"/>

IN 3/4\"/>

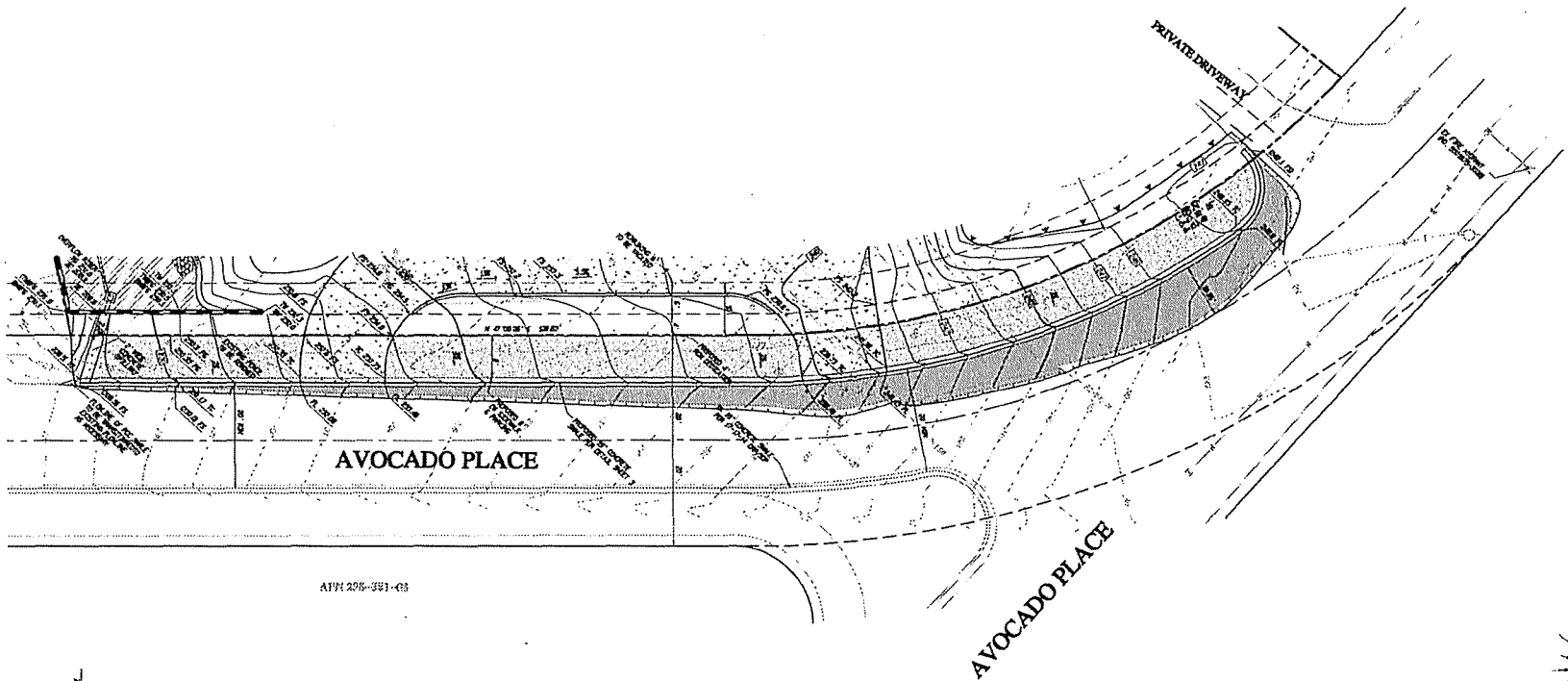
BIORETENTION AREA DETAIL
NOT TO SCALE

PROPOSER OF WORK DWA Drawn By: <u>MIYUN AYOUBINO</u> Date: <u>12/21/19</u> Name: <u>MIYUN AYOUBINO</u> Reg: <u>12/21/19</u>		CITY APPROVED CHANGES Date:	APPROVED FOR APPROVAL By: <u>[Signature]</u> Date:	APPROVED FOR CONSTRUCTION By: <u>[Signature]</u> Date:	BENCH MARK LOCATION: <u>311716-311714 AS SHOWN IN REVISION 1</u> RECORD NUMBER: <u>219.25</u>	CITY OF SOLANA BEACH PRELIMINARY GRADING PLAN SHEET 731 AVOCADO PLACE	DRAWING NO. SHEET 3 OF 3
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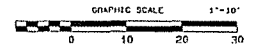
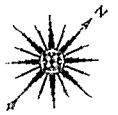
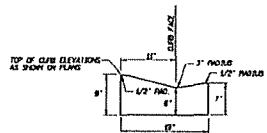
GRAPHIC SCALE 1"=10'
0 10 20 30

PASCO LARET SUITER
 ENGINEERS & ARCHITECTS
 CIVIL, ENGINEERING & LAND PLANNING & LAND MOVEMENT
 538 North Highway 101, Ste A, Salton Beach, CA 92578
 ph 878.239.8312 | fx 878.239.4812 | pascostudio.com

COURT/COMMISSION PERMIT NO.



ATY 205-391-03



PASCO LARET SUITER & ASSOCIATES
 CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
 552 North Highway 101, Ste A, Solana Beach, CA 92373
 ph 949.339.8812 | fx 949.332.4812 | plsc@pascoengineering.com

COURTIAL COMMISSION FORM 367 (04)

KNOWLEDGE OF WORK		CITY APPROVED CHANGES		APPROVED DATE	RECOMMENDED FOR APPROVAL	APPROVED FOR CONSTRUCTION	BENCH MARK	CITY OF SOLANA BEACH	DRAWING NO.
Drawn By	By: <u>OTILIA ARELLANO</u> Date: _____				By: _____	By: _____	DESCRIPTION: <u>PRELIMINARY GRADING PLANS</u>	731 AVOCADO PLACE	SHEET 3 OF 3
Checked By	Project: <u>21551</u> Date: <u>12/11/10</u>				Review Engineer: _____ Date: _____	City Engineer: _____ Date: _____	LOCATION: <u>731 AVOCADO PLACE, AT CORNER OF RESERVE</u>		
							SECTION FROM: <u>215.75'</u> TO: <u>215.75'</u>		

GENERAL NOTES

THE FOLLOWING GENERAL NOTES ARE PROVIDED TO THE CONTRACTOR BY THE LANDSCAPE ARCHITECT OF RECORD:

1. NOTES ARE DIRECTED TO THE WORK OF THE LANDSCAPE CONTRACTOR UNLESS NOTED OTHERWISE.
2. WORK NOT INTENDED TO BE UNDER LANDSCAPE CONTRACTOR'S CONTRACT
3. CONTRACTOR SHALL VERIFY THE LANDSCAPE ARCHITECT THAT PLANS ARE CURRENT AND APPROVED
4. WORK SHALL BE IN ACCORDANCE WITH THE CURRENT EDITIONS OF ALL GOVERNING CODES, AND THE REQUIREMENTS OF THE CITY OF SOLANA BEACH
5. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY AND/OR REQUIRED PERMITS AND PAY ALL RELATED FEES AND/OR TAXES REQUIRED TO INSTALL THE WORK ON THESE PLANS
6. THE CONTRACTOR SHALL BE APPROPRIATELY LICENSED AS REQUIRED BY THE STATE OF CALIFORNIA
7. THE CONTRACTOR SHALL SUBMIT A SCHEDULE OF WORK TO BE APPROVED BY THE PROJECT OWNER PRIOR TO BEGINNING THE PROJECT. ALL WORK SHALL BE IN ACCORDANCE WITH SAID SCHEDULE
8. THE CONTRACTOR SHALL CAREFULLY REVIEW THE LANDSCAPE ARCHITECT'S RECORD DRAWINGS PRIOR TO BEGINNING THE PROJECT AND SHALL BE RESPONSIBLE FOR COORDINATING WITH THE OTHER LANDSCAPE ARCHITECT, GOVERNING AGENCIES AND OTHER TRADES
9. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY ERRORS, OMISSIONS OR DISCREPANCIES IN RECORDS PRIOR TO BEGINNING THE PROJECT. IMMEDIATE NOTIFICATION WILL BE GIVEN TO THE LANDSCAPE ARCHITECT SHOULD SUCH CONDITIONS BE DISCOVERED
10. MATERIAL SHALL BE DEFENSELESS OTHERWISE SPECIFIED
11. THE CONTRACTOR SHALL IMMEDIATELY UPON BEING ADVISED BY THE CONTRACTOR MAKE ANY ARRANGEMENTS NECESSARY TO ENSURE THAT ALL MATERIALS, CONNECTIONS AND SUPPLIES WILL BE AVAILABLE IMMEDIATELY FOR THE PROJECT
12. UNIT PRICES FOR ALL IMPROVEMENTS SHALL BE ESTABLISHED AS A PART OF THE CONTRACT WITH THE OWNER AND PRIOR TO BEGINNING WORK, TO ACCOMMODATE ADDITIONS AND/OR DELETIONS OF MATERIAL, UNLESS OTHERWISE SPECIFIED
13. NO ALTERATIONS WILL BE CONSIDERED FOR ITEMS SPECIFICALLY CALLED FOR ON THESE PLANS
14. RECREATION OF "EQUAL" SUBSTITUTIONS SHALL BE MADE ONLY BY THE LANDSCAPE ARCHITECT
15. THE CONTRACTOR SHALL CAREFULLY REVIEW THE LANDSCAPE ARCHITECT'S RECORD DRAWINGS PRIOR TO BEGINNING THE PROJECT AND SHALL BE RESPONSIBLE FOR COORDINATING WITH THE OTHER LANDSCAPE ARCHITECT, GOVERNING AGENCIES AND OTHER TRADES
16. THE CONTRACTOR SHALL CAREFULLY REVIEW THE LANDSCAPE ARCHITECT'S RECORD DRAWINGS PRIOR TO BEGINNING THE PROJECT AND SHALL BE RESPONSIBLE FOR COORDINATING WITH THE OTHER LANDSCAPE ARCHITECT, GOVERNING AGENCIES AND OTHER TRADES
17. THE CONTRACTOR SHALL CAREFULLY REVIEW THE LANDSCAPE ARCHITECT'S RECORD DRAWINGS PRIOR TO BEGINNING THE PROJECT AND SHALL BE RESPONSIBLE FOR COORDINATING WITH THE OTHER LANDSCAPE ARCHITECT, GOVERNING AGENCIES AND OTHER TRADES
18. THE CONTRACTOR SHALL CAREFULLY REVIEW THE LANDSCAPE ARCHITECT'S RECORD DRAWINGS PRIOR TO BEGINNING THE PROJECT AND SHALL BE RESPONSIBLE FOR COORDINATING WITH THE OTHER LANDSCAPE ARCHITECT, GOVERNING AGENCIES AND OTHER TRADES
19. THE CONTRACTOR SHALL CAREFULLY REVIEW THE LANDSCAPE ARCHITECT'S RECORD DRAWINGS PRIOR TO BEGINNING THE PROJECT AND SHALL BE RESPONSIBLE FOR COORDINATING WITH THE OTHER LANDSCAPE ARCHITECT, GOVERNING AGENCIES AND OTHER TRADES
20. THE CONTRACTOR SHALL CAREFULLY REVIEW THE LANDSCAPE ARCHITECT'S RECORD DRAWINGS PRIOR TO BEGINNING THE PROJECT AND SHALL BE RESPONSIBLE FOR COORDINATING WITH THE OTHER LANDSCAPE ARCHITECT, GOVERNING AGENCIES AND OTHER TRADES
21. THE CONTRACTOR SHALL CAREFULLY REVIEW THE LANDSCAPE ARCHITECT'S RECORD DRAWINGS PRIOR TO BEGINNING THE PROJECT AND SHALL BE RESPONSIBLE FOR COORDINATING WITH THE OTHER LANDSCAPE ARCHITECT, GOVERNING AGENCIES AND OTHER TRADES
22. CAUTION



IRRIGATION NOTES

1. IT IS INTENDED THAT THE CONTRACTOR SHALL CONSTRUCT, ASSEMBLE AND INSTALL SYSTEMS IN A SATISFACTORY MANNER, ACCORDING TO THE MANUFACTURER'S STANDARDS, CODES AND REGULATIONS. THE CONTRACTOR SHALL VERIFY THAT ALL MATERIALS, CONNECTIONS AND SUPPLIES WILL BE AVAILABLE IMMEDIATELY FOR THE PROJECT.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY AND/OR REQUIRED PERMITS AND PAY ALL RELATED FEES AND/OR TAXES REQUIRED TO INSTALL THE WORK ON THESE PLANS.
3. CONTRACTOR SHALL CHECK ALL SITE CONDITIONS, AND VERIFY THE EXISTENCE LOCATION AND SIZE OF UTILITIES AND SERVICES PRIOR TO BEGINNING WORK.
4. PRIOR TO BEGINNING WORK CONTRACTOR SHALL VERIFY WATER PRESSURE AT THE WATER METER AT THE ELEVATION INDICATED ON THESE PLANS AND ALSO VERIFY MAIN LOCATIONS AND SIZES. NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH OTHER TRADES.
6. CONTRACTOR SHALL COORDINATE WITH OWNER AND OTHER TRADES TO HAVE POWER AVAILABLE TO THE CONTROLLER WHEN NEEDED.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR SLEEVES AND GASKETS UNDER PAVING, THROUGH WALLS, ETC. UNLESS OTHERWISE NOTED.
8. FRONT OF CONNECTIONS TO ALL SCHEDULED PLANTS SHALL BE AS SHOWN ON THESE PLANS.
9. CONNECTIONS FROM MAIN SUPPLY LINES SHALL BE MADE HORizontally.
10. NO CLOSE FITS OR CROSSES SHALL BE USED.
11. PIPING AND P.V.C. ELECTRICAL SLEEVES (P.V.C. SCHEDULE 40) MUST BE INSTALLED UNDER EXISTING OR FUTURE PAVING SHALL BE INSTALLED (2" MINIMUM) BELOW PAVING EXCEPT FOR CONNECTIONS LATERALLY PRIOR TO PAVING OR REPAIRS AND EXTENDED FEET OUTSIDE EDGE OF PAVING. 1/2" TIES, TIES OR OTHER BURIED PIPING SHALL BE LOCATED UNDER PAVING PERMANENTLY MARKED PLANTS SHALL BE ON BOTH SIDES OF CROSSING. SLEEVES SHALL BE A MINIMUM OF 3 TIMES THE DIAMETER OF PIPE TO BE ENCLOSED OR FOR ELECTRICAL SLEEVES LARGE ENOUGH FOR ALL WIRES INCLUDING AT LEAST 2 SPARE WIRES.
12. METALLIC PACKED LOCATING TAPE SHALL BE INSTALLED ALONG THE ENTIRE LENGTH OF THE SLEEVE, 1/2" DEPTH DIRECTLY ABOVE THE SLEEVE. TAPE SHALL BE MARKED "ORINATION" 2" HIGH CAPITAL LETTERS EVERY 3 FEET ALONG THE TAPE.
13. ALL ALL METRIC PIPING SHALL BE CONTRACTED TO THE SAME DENSITY AS ADJACENT SOIL.
14. PLANTS ARE DIAGRAMMATIC AND APPROXIMATE. VALVES AND OTHER INSTALLATIONS SHALL BE LOCATED IN PLANTING AREAS. PIPING SHALL BE LOCATED ALONG THE INSIDE EDGES OF PLANTING AREAS AND SHALL BE PROTECTED FROM DAMAGE.
15. ADJUST PRESSURE REGULATING VALVE TO ACHIEVE 10 PSI PER HOUR TO THE MINIMUM HEAD OPERATING PRESSURE FOR EACH TYPE OF HEAD AT THE HEADS SYSTEM AND/OR HIGHEST AND LARGEST SYSTEM THE MINIMUM HEAD FOR EACH OPERATING PRESSURE SHALL BE AS SHOWN ON THESE PLANS.
16. BALL VALVE DOES SHALL BE MANUFACTURED BY AMERICAN VALVE CO. AND COVER #100002 OR CARSON (MFG. #22).
17. SET VALVE DEPTH 2' ABOVE FINISH GRADE UNLESS OTHERWISE NOTED. FOR BALL VALVES BURIED IN THE GROUND THE LETTERS "BV" SHALL BE MARKED "18" IN 1/2" DEPTH.
18. REMOVE PIPES FROM G.P. AND P.V.C. PIPE ENDS PRIOR TO CONNECTIONS OR SOLVENT WELDING.
19. USE SOLVENT MANUFACTURER'S RECOMMENDATIONS FOR CLEANING PIPE ENDS PRIOR TO MAKING SOLVENT WELDED CONNECTIONS.
20. FLUSH PIPE CLEAN PRIOR TO INSTALLING SPRINKLER HEADS.
21. USE PIPING TO ACHIEVE SUFFICIENT HEADS IN PIPE ENDS TO BE USED.
22. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY AND/OR REQUIRED PERMITS AND PAY ALL RELATED FEES AND/OR TAXES REQUIRED TO INSTALL THE WORK ON THESE PLANS.
23. DIRECT IRRIGATION CONTROL WIRE SHALL BE 20 AWG SOLID COPPER OR COPPER PLASTIC INSULATED CABLE RATED FOR DIRECT BURIAL APPLICATIONS OF UL APPROVED 14 GAUGE (MINIMUM) 18 AWG (MAXIMUM) 12 GAUGE (MINIMUM) FOR CONDUIT. 600VDC RETURN WIRE, WIRE CODE TYPE AS FOLLOWS:
CONTROL WIRE - BLACK
COMMON GROUND WIRE - WHITE
POTENTIAL GROUND WIRE - RED
24. IF ANY CONNECTIONS, TYPICAL PLOT AND SPARE WIRES SHALL BE INSTALLED WITH A 1/4" FOOT (2") CLEARANCE FROM UTILITIES. 1" EIGHTH" BOLLERHEADS. EACH END EVERY P.V.C. SLEEVE SHALL BE ENGRAVED "1/8" HIGH OR "1/4" HIGH WATERPROOF EPOXY CONNECTIONS. P.V.C. SLEEVES SHALL BE MARKED WITH "1/8" HIGH OR "1/4" HIGH.
25. CONDUIT WIRE SHALL BE BURIED WITH ELECTRICAL TAPES AT 12" INTERVALS AND BURIED DEEPER THAN 18" UNLESS OTHERWISE NOTED. AT THE SAME DEPTH AS MARKED ALONG EDGES OF PLANTING AREAS.
26. CONTRACTOR SHALL VERIFY ALL IRRIGATION HEADS FULLY COVER ALL PLANTING AREAS.
27. IRRIGATION SYSTEMS SHALL NOT SPRAY WATER ACROSS PROPERTY LINES OR ONTO ROADS, WALKS, PAVEMENTS AND DRIVWAYS.
28. OBTAIN GOVERNMENT TEST APPROVAL FROM LANDSCAPE ARCHITECT PRIOR TO PLANTING OR TESTING.
29. CONTRACTOR'S MAINTENANCE PERIOD SHALL NOT BE TERMINATED UNTIL THE FOLLOWING CONDITIONS ARE SATISFIED AND APPROVED BY THE LANDSCAPE ARCHITECT:
A. VALVES SHALL BE OPENED TO CONTROLLER IN SAME NUMERICAL SEQUENCE AS INDICATED ON THESE PLANS.
B. "RANGES OF RECORD" SHALL INCLUDE LOCATIONS OF HAND, VALVES, CONDUITS, CONTROL WIRE, RETURN AND OTHER CHECK VALVES. LOCATE OR REPAIR/REPLACE MATERIALS IMMEDIATELY FROM THE PROJECT.
C. PROVIDE A CONTROLLER CHART FOR THE AUTOMATIC CONTROLLER, LAMINATED IN CLEAR PLASTIC INDICATING THE AREA COVERED BY THE CONTROLLER FOR EACH SYSTEM SHOWN ON THESE PLANS. THE CHART SHALL BE LOCATED ON THE INSIDE OF THE CONTROLLER BOX AND SHALL BE THE MAIN SOURCE OF INFORMATION FOR THE USER. THE CHART SHALL BE REPRODUCED AND APPROVED BY THE USER. "RANGES OF RECORD" SHALL BE THE AREA AND LETTERING ON THE CHART SHALL BE SO DRAWN TO BE CLEARLY READABLE.
D. WHERE FIELD CONDITIONS REQUIRE CHANGES, HEADS SHALL BE ADDED OR DELETED IN ACCORDANCE WITH THE MANUFACTURER'S STANDARDS. ESTABLISH THE IRRIGATION SCHEDULE. P.V.C. SLEEVES SHALL BE ADJUSTED ACCORDINGLY. WATER VELOCITY IN PIPES SHALL NOT EXCEEDS FEET PER SECOND.
30. IRRIGATION SYSTEMS ARE TO BE INSTALLED AS SHOWN ON THESE PLANS AND IN ACCORDANCE WITH THE CITY AND STATE STANDARDS OF THE COUNTY OF SAN DIEGO AND OTHER APPLICABLE STANDARDS AS SET FORTH IN THE APPROPRIATE CODES OF THESE PLANS.

LANDSCAPE IMPROVEMENT PLANS

FOR
HARRIS RESIDENCE
731 AVOCADO PLACE
DEL MAR, CA 92014

SHEET INDEX

- L-1 TITLE SHEET, GENERAL & IRRIGATION NOTES
- L-2 IRRIGATION PLAN
- L-3 IRRIGATION DETAILS
- L-4 IRRIGATION SPECIFICATIONS
- L-5 PLANTING PLAN
- L-6 PLANTING NOTES AND DETAILS
- L-7 PLANTING SPECIFICATIONS

LANDSCAPE MANAGEMENT PLAN

1. Observe plants for signs of stress on a regular basis so that field adjustments can be made to watering schedules.
2. Regular irrigation inspections must be made to ensure proper functioning of irrigation equipment and even water distribution. Repairs of malfunctioning equipment and leaking pipes and heads should be made immediately. Replacement sprinklers must be the same as the other equipment on the same system.
3. No overhead irrigation should be performed between 6:00 AM and 6:00 PM.
4. Bark mulch should be replenished annually to maintain a minimum 3" depth.
5. As plants grow and spread, it may be necessary to adjust spray heads to accommodate the growth.
6. Plant replacement species must match the water requirements of existing plants in the same hydrozone.
7. Monitor plantings for signs of pests and diseases. Treat immediately as appropriate, and remove dead, dying or diseased vegetation.
8. Annually flush accumulated debris out of drip systems using flush valves provided.
9. Maintain planter areas in a weed and debris free condition. Ensure eradication of invasive species.
10. Backflow preventer shall be tested annually.
11. An annual horticultural soil analysis shall be made, and its recommendations followed relative to fertilization and soil management.
12. Monitor landscape for signs of pest damage, and root prune as necessary, according to the recommendations of an ISA certified arborist.
13. Prune trees and shrubs as necessary for good plant health, aesthetics, and safety including maintenance of material views. All tree pruning should be performed by an ISA certified arborist. No topping of trees should be permitted.

SOIL MANAGEMENT REPORT

The soil management report shall be submitted after a grading permit is issued, prior to building permit issuance.

CITY REQUIREMENTS

1. AN AGRICULTURAL SOILS TEST WITH AMENDMENTS WILL BE PREPARED FOLLOWING GRADING AND PRIOR TO PLANTING.
2. AT THE TIME OF COMPLETION OF THE INSTALLATION A CERTIFICATION OF COMPLETION USING THE CITY'S FORM AND SIGNED BY THE LICENSED PROFESSIONAL WHO PREPARED THE LANDSCAPE PLANS, WILL BE REQUIRED.
3. THE FOLLOWING ITEMS SHALL BE COMPLETED PRIOR TO THE CITY'S INSPECTION:
A. ALL LANDSCAPE WORK HAS BEEN INSTALLED AND COMPLETED PER THE PLANS APPROVED BY THE CITY OF SOLANA BEACH.
B. A WATER SCHEDULE PLAN SHALL BE PROVIDED ADJACENT TO THE IRRIGATION CONTROLLER.
C. THE PERSON OPERATING THE SYSTEM SHALL RECEIVE ALL REQUIRED MAINTENANCE AND REVISION PLANS.
D. ALL REQUIRED SOIL AMENDMENTS SHALL BE INCORPORATED AND VERIFIED BY THE LICENSED PROFESSIONAL.
E. THE FOLLOWING SHALL BE SUBMITTED WITH THE CERTIFICATION OF COMPLETION FORM:
1) A COPY OF THE AGRICULTURAL SOILS REPORT.
2) A MAINTENANCE SCHEDULE FOR PLANTING AND IRRIGATION.
3) AN IRRIGATION SCHEDULE THAT DETERMINES IRRIGATION TIMES AND WATER USAGE CONSISTENT WITH THE APPROVED PLANS ESTABLISHED TOTAL WATER USE (ETP) AND CURRENT SANTA FE IRRIGATION DISTRICT REQUIREMENTS.

LANDSCAPE ARCHITECT'S CERTIFICATION
I am familiar with the requirements for landscape and irrigation plans and have prepared these plans in accordance with the City of Solana Beach's Landscaping Regulations. These plans were prepared in compliance with those regulations and the Landscaping Design Manual. I certify that the plans comply with those regulations to provide efficient use of water.

Greg Mow 3/27/18
DATE

GEORGE MERCER, RLA 74955

LANDSCAPE TITLE SHEET

IF PLANS LESS THAN 30" X 42" IN A REDUCED PRINT SCALE SCALE ACCORDINGLY



TRUC AND ALEX HARRIS

HARRIS RESIDENCE
731 AVOCADO PLACE
DEL MAR, CA 92014

CHANGES

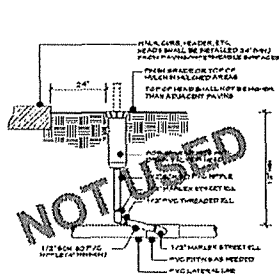
PROGRESS PRINT DATE

DRAWN BY: GH
CHECKED BY: GM
DATE: 3/27/18

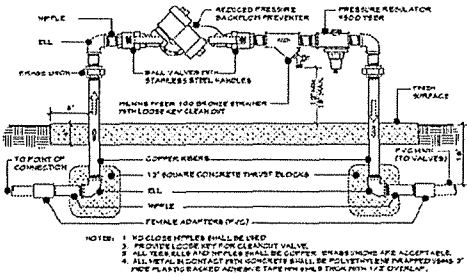
SHEET L-1 OF 7 SHEETS

USE WITHOUT VIOLATING ANY RIGHTS OF THE LANDSCAPE ARCHITECTS OR PROPRIETORS. VISUAL CONTACT CONSTITUTES ACCEPTANCE OF THESE IRRIGATION DETAILS.

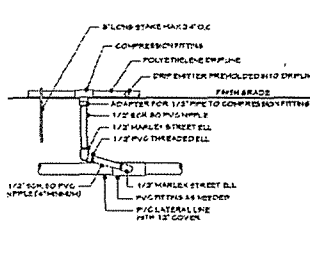
THE USE AND PUBLICATION OF THESE PLANS, SPECIFICATIONS AND DRAWINGS SHALL BE RESTRICTED TO THE ORIGINAL SITE AND PROJECT FOR WHICH THEY WERE PREPARED AND SHALL REMAIN SO IN THE LANDSCAPE ARCHITECT'S OFFICE.



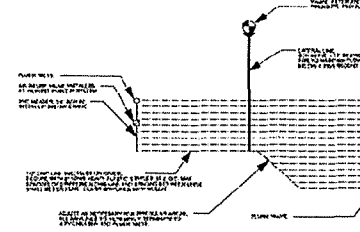
A POP-UP HEAD
NOTE: METAL HEADS 12" AWAY FROM WALLS



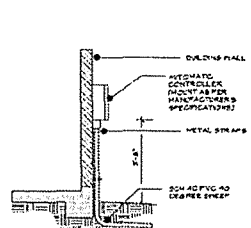
B REDUCED PRESSURE BACKFLOW PREVENTER



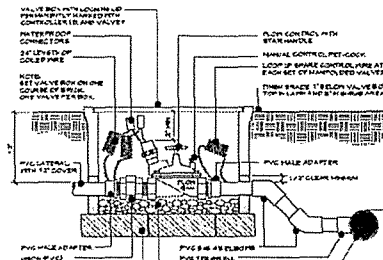
C DRIPLINE INSTALLATION



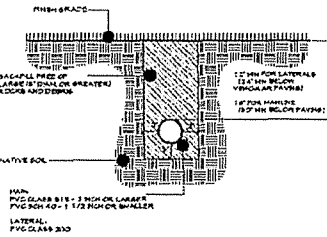
D BALL VALVE



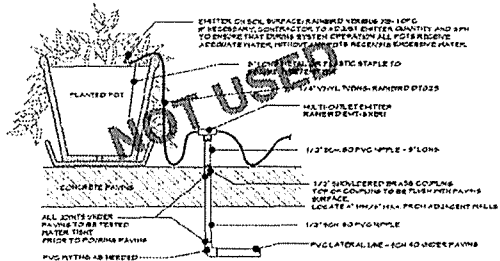
E WALL MOUNT CONTROLLER



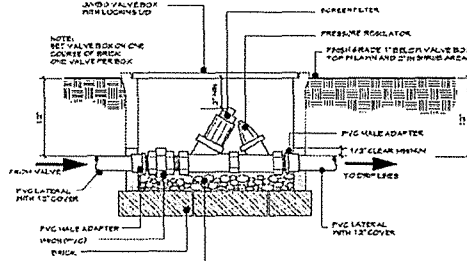
F REMOTE CONTROL VALVE



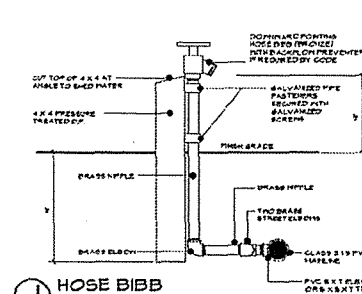
G TRENCH DETAIL



H 6 OUTLET EMITTER
6 OUTLET EMITTER TO BE LOCATED 40 AS TO BE INDICATED BY NOTES AS NEAR AS POSSIBLE



I FILTER AND PRESSURE REGULATOR



J HOSE BIBB



CLIENT
TRAVIS AND ALEX HARRIS

PROJECT
HARRIS RESIDENCE
751 AVOCADO PLACE
DEL MAR, CA 92014

CHANGES	
DATE	
DESCRIPTION	
APPROVED BY DATE	
DESIGN	GH
DRAWN	GH
CHECKED	
SCALE	
PROJECT	19-110

SHEET
L-3
OF 7 SHEETS

IRRIGATION DETAILS

IF PLAN IS LESS THAN 50" x 42" IT IS A REDUCED SCALE. REDUCE SCALE ACCORDINGLY.

IF THE WORK IS SUBJECT TO THE CONTROL OF THE LANDSCAPE ARCHITECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THESE PLANTINGS.

PLANTING NOTES

1. PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL, THE CONTRACTOR SHALL VERIFY THE AVAILABILITY OF WATER TO THE SITE.
2. ALL PLANTED AREAS SHOWN ON THESE PLANS SHALL HAVE 100% HEAD-TO-HEAD IRRIGATION COVERAGE.
3. PLANT QUANTITIES SHOWN ON PLANTINGS ARE FOR CONVENIENCE ONLY AND LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR AN ACCURATE PLANT COUNT AND AREA TAKEOFFS.
4. PLANT SPECIFICATIONS, FREEDINGS, PLANT DIAMETERS SPECIFIED EXCEPT WHERE SPECIFICALLY NOTED.
5. AT LEAST ONE PLANT OF EACH SPECIES DELIVERED TO THE SITE SHALL HAVE AN IDENTIFICATION TAG FROM THE SUPPLIER'S DIRECT SHIPPING COMPANY AND BOTANICAL PLANT NAME.
6. PLANTS SHALL BE PROTECTED AGAINST HEAT STRESS FROM PROXIMATE ROAD DAMAGE DURING TRANSPORTATION TO THE SITE AND HELD AT THE SITE. DO NOT STORE PLANTS IN TOTAL DARKNESS MORE THAN ONE DAY.
7. PLANTS SHALL BE ACCLIMATED FOR THE CONDITIONS OF THEIR ULTIMATE USE AND LOCATION.
8. PLANTED PLANT MATERIAL SHALL NOT BE PLANTED OR USED ON THE PROJECT.
9. PLANT ROOT BALL SHALL NOT BE DAMAGED DURING TRANSPORTATION OR PLANTING PROCESS.
10. LANDSCAPE CONTRACTOR SHALL REPAIR AND/OR REPLACE IN SPEC AND QUALITY ANY PLANT MATERIAL DAMAGED OR DESTROYED DURING CONSTRUCTION.
11. IMMEDIATELY UPON AWARD OF THE CONTRACT, THE CONTRACTOR SHALL LOCATE, GROUND AND PROTECT OR HAVE HELD FOR FINAL ALL SPECIFIED PLANT MATERIAL, EXCLUDING PRE-EXISTING PLANT MATERIAL.
12. LANDSCAPE ARCHITECT SHALL APPROVE ALL TREE TAGS AT THE NUMBERS PRIOR TO SHIPMENT. CONTRACTOR SHALL EIGHT COLOR PRINT PHOTOGRAPHS TO LANDSCAPE ARCHITECT FOR APPROVAL TO SHIPMENT.
13. PLANT MATERIAL MAY BE RECEIVED AT ANY TIME BY THE LANDSCAPE ARCHITECT BUT TO CONFORM WITH OR DAMAGE BEFORE OR AFTER PLANTING.
14. LANDSCAPE ARCHITECT SHALL APPROVE LANDSCAPE GRASSES AND FINAL PLACEMENT OF ALL TREES AND SHRUBS PRIOR TO PLANTING.
15. ALL SOIL AND OVERSIES SHALL BE REMOVED FROM FINISHED PLANTING AREAS AROUND THE HOUSE AND THEN FROM THE SITE IN ACCORDANCE WITH THE FOLLOWING CRITERIA: 10% SWAB AREAS.
16. SOIL PREPARATION SHALL BE IN ACCORDANCE WITH A SOIL ANALYSIS TO BE OBTAINED BY CONTRACTOR, AFTER BRASING.
17. CONTRACTOR SHALL SUBMIT ALL AMENDMENT QUANTITY RECEIPTS TO OWNER AND LANDSCAPE ARCHITECT FOR APPROVAL AT THE END OF MONTHS.
18. GROWTH OF ALL PLANTS SHALL BE SUFFICIENT NUMBER AFTER FERTILIZATION AND ADJACENT SOIL AND PALM.
19. TREES SHALL BE OF ADEQUATE CALIBER TO STAND INDIVIDUALLY.
20. ALL TREES SHALL BE ESTABLISHED IN THEIR COLES FOR NO LESS THAN FIVE MONTHS. ALL PLANTS 1" TO 2" CALIBER IN SIZE SHALL BE ESTABLISHED IN THEIR CONTAINERS FOR A MINIMUM PERIOD OF THREE MONTHS BEFORE DELIVERY TO THE SITE UNLESS SPECIFICALLY AUTHORIZED BY THE LANDSCAPE ARCHITECT.
21. PRUNE PLANTS BOTH EXISTING AND PROPOSED DURING INSTALLATION OR MAINTENANCE AS DIRECTED BY LANDSCAPE ARCHITECT.
22. ONLY AIR ROOT SYSTEMS OF CONTAINERS SHALL BE SLASHED IN A 10% LOCATION ON THE SOIL AND THE ROOT BALL CUTTERLY FROM TO PLANTS ROOT BOUND PLANTS ARE UNACCEPTABLE.
23. CORRECT A 4" MINIMUM 3" DIAMETER WATER BASH FOR EACH ONE 2" CALIBER AND 4" BUSH 6" BASH AND 4" MINIMUM 2" DIAMETER WATER BASH FOR EACH TREE.
24. PLANTING HITS FOR TREES SHALL BE ENSURED NO LESS THAN THREE TIMES THE CALIBER AND SUFFICIENT SMALLER THAN THE ROOTBALL.
25. INSTALL TREES AND SHRUBS PRIOR TO PLANTING OF GROUND COVER.
26. PLANT ON CENTER LINE OR SPACES OF PLANTS IS CALLED OFF BY MEASUREMENT FROM THE CENTER HALF OF THE 10" CENTER SPACING FROM THE EDGE OF THEIR SPACES ON THE PLANT. IF A SPACING IS CALLED OFF AT 10" OC, AND THE 10" HOLE ON THE PLANT IS ADJACENT TO A PLANT, PLACE A ROD OF 1/2" DIA FROM THE EDGE OF THE MARK AND SPACE THE PLANTS 10" OC.

THE USE AND PROTECTION OF THESE PLANT SPECIFICATIONS AND QUANTITIES SHALL BE SUBJECT TO THE ORIGINAL SITE AND TAKEOFF WHICH THEY WERE PREPARED AND SHALL BE SUBJECT TO THE ORIGINAL ARCHITECT.

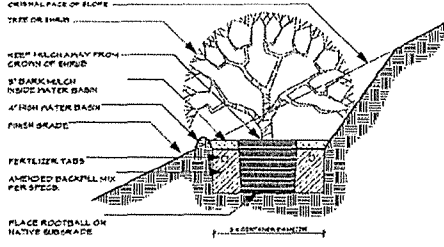
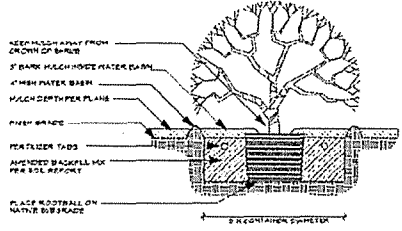
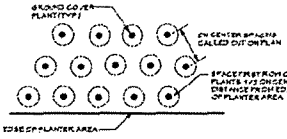
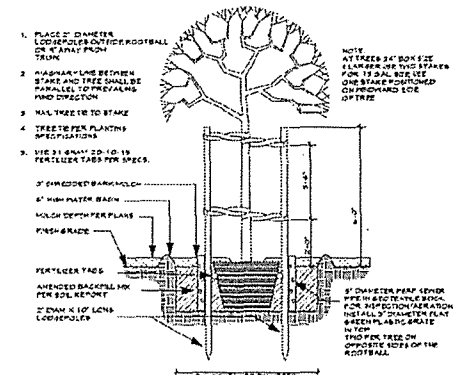
27. TREE STAKES SHALL BE DONE AT CONTRACTOR'S DISCRETION PER DETAIL. CONTRACTOR SHALL BE RESPONSIBLE FOR THE TREE STABILITY FOR THE LENGTH OF THE GUARANTEE PERIOD.
28. TREE STAKES SHALL BE 1/2" THICK (NOT LESS THAN 1/4") BRANDED LUMBER OF THE TREATED HIGH-GRADE NATURAL WOOD. STAKES SHALL BE PAIR ON 10" HIGHER, SOUTH AND NORTH. NUMBER OF STAKES PER TREE STAKING DETAIL.
29. TREES SHALL BE 1/2" CALIBER WITH OR BLACK WASH AVAILABLE FROM INDUSTRIAL HOSE A NUMBER 28 TO 30 VAL. CITY OF COMMERCE, CA 90040.
30. TREES SHALL BE PLANTED AT LEAST 1 FEET FROM ANY DRIVEWAY, DRIVE, WALK LINE, UNLESS OTHERWISE SPECIFIED AS PER DETAIL, PLANTING 6" DIA. LINES ETC.
31. PLANTING SHALL NOT BE LOCATED SUCH THAT THEY WOULD CAUSE A LINE OF SITE PROBLEM FOR VEHICULAR TRAFFIC.
32. SHRUBS ARE TO BE PALL AND BURY TO THE GROUND.
33. TREES AND SHRUBS TO BE ONE GALLON OR SIZE THEREAFTER. SO SHALL BE BASED ON KNOWLEDGE AVAILABLE AT THE TIME OF PLANTING AND REPAIRING.
34. PLANT TABLETS SHALL BE PLACED IN PLANTING HITS WITHIN THE TOP 3" OF FINISH GRADE.
35. PROVIDE 4" DIA. POLY 30-10-10 5" DIA. FERTILIZER TABLETS WITH EACH 4" DIA. COVER PLANT (1 PER PLANT).
36. PLANTS ONE 1/2" CALIBER AND LARGER SHALL BE PLANTED WITH 30-10-10 FERTILIZER TABLETS 21 BARS AT THE FOLLOWING RATES: 1/2" BALL ON 3/8" BALL ON 1/8" BALL ON 1/4" OF 3/8" FROM THE SEPARATION (1/2") DO NOT USE WITH CACTUS.
37. GROWTH OF PLANTS SHALL BE SUFFICIENT NUMBER FROM DRAINAGE AFTER 60 DAYS. ALL PLANTS SHALL BE PLANTED WITHIN THE TOP 3" OF FINISH GRADE.
38. FERTILIZER CONTAINERS SHALL BE KEPT OFF ALL HARDWARE THROUGHOUT THE PERIOD FOR FERTILIZER TIME AND QUANTITY USED.
39. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL PLANTED AREAS IN A GOOD AND STABLE FREE CONDITION THROUGHOUT THE MAINTENANCE PERIOD. ALL WEEDS AND PROTOPHAGES SHALL BE CUT OUT BY THE CONTRACTOR AND REMOVED FROM THE SITE.
40. THE CONTRACTOR SHALL HAVE THE FOLLOWING PERCOLATION TESTS SPECIFICATION IMMEDIATELY FOLLOWING THE ROOF DRAINAGE OPERATION TO DETERMINE WHETHER OR NOT A SECEMANT SYSTEM AND/OR SECEMANT SYSTEMS ARE REQUIRED.

A TREE PLANTING
(SCALE 1/4" = 1'-0")

B GROUND COVER PLANTING
(SCALE 1/4" = 1'-0")

C SHRUB PLANTING
(SCALE 1/4" = 1'-0")

D SLOPE PLANTING
(SCALE 1/4" = 1'-0")



CLIENT
TRUC AND ALEX HARRIS

PROJECT
HARRIS RESIDENCE
731 AVOCADO PLACE
DEL MAR, CA 92014

CHANGES	
REVISION	
PROGRESS PRINT DATE	
DESIGN	GA
DRAWN	GA
CHECKED	
SCALE	
PROJECT	18-112

SHEET
L-6
OF 7 SHEETS

PLANTING NOTES & DETAILS

PLANTS LESS THAN 50" x 42" IN A REDUCED PRINT. RESIZE SCALE ACCORDINGLY.

RESOLUTION NO. 2019-141

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SOLANA BEACH, CALIFORNIA, ORDERING THE
VACATION OF EXCESS PUBLIC STREET RIGHT-OF-WAY
AT 731 AVOCADO PLACE**

WHEREAS, according to Parcel Map No. 7213, there is currently a ten foot Irrevocable Offer to Dedicate (I.O.D.) along Avocado Place at 731 Avocado Place; and

WHEREAS, the City has determined that the excess right-of way is not being used for street purposes or maintained by the City and the City cannot find any evidence that the excess right-of-way has ever been used for street purposes; and

WHEREAS, there are no plans to use the excess right-of-way and the vacation does not affect the Circulation Element of the General Plan; and

WHEREAS, a minimum right-of-way width of 48 feet would remain after the vacation; and

WHEREAS, the proposed resolution includes legal description and plats, if approved by the City Council, the Resolution would be recorded by the County Recorder. The proposed vacation was published and posted in accordance with Sections 8320, 8322 and 8323 of the Streets and Highways Code; and

WHEREAS, the City Council of the City of Solana Beach has considered the proposed vacation in relation to the General Plan of the City of Solana Beach; and

WHEREAS, after consideration of all evidence submitted, the City Council finds the portion of the street right-of-way described and shown on Exhibits A and B unnecessary for present or prospective public use as a public street.

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

1. That the foregoing recitations are true and correct.
2. The portion of the public street right-of-way described and shown on Exhibits A and B of this Resolution shall be vacated.
3. That the City Council authorizes the City Clerk to certify a copy of this resolution and have it recorded at the County of San Diego Recorder in accordance with Section 8325 of the Streets and Highway Code.

PASSED AND ADOPTED this 23rd day of October 2019, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

DAVID A. ZITO, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: January 22, 2020
ORIGINATING DEPT: Finance
SUBJECT: **Public Hearing: Council Consideration of Resolution No. 2020-009 Approving Adjustments to the TIF, FMIF, PDIF, and PUFIF effective March 23, 2020**

BACKGROUND:

On June 28, 2017, the City Council (Council) adopted Resolution 2017-018 approving the establishment of the Transportation Impact Fee (TIF). A provision was included as part of the adoption to adjust the TIF annually effective July 1st of each fiscal year based on the annual percentage increase in the “Los Angeles Construction Cost Index” (LACCI), as compiled and reported by Engineering News Record. On January 8, 2020, Council approved the second reading of Ordinance 509 that changed the annual effective date for the TIF from July 1st to January 1st. The TIF has never been adjusted.

On November 28, 2018, the City Council adopted Resolution 2018-147 approving the establishment of the Fire Mitigation Impact Fee (FMIF), the Park Development Impact Fee (PDIF) and the Public Use Facilities Impact Fee (PUFIF) (Impact Fees). A provision was included as part of the adoption to adjust the Impact Fees annually effective July 1st of each fiscal year based on the San Diego-Carlsbad Consumer Price Index (CPI), All Items, for All Urban Consumers (CPI-U) Index for the prior calendar year period January through December. On January 8, 2020, Council approved the second reading of Ordinances 510, 511, and 512 that changed the annual effective date for the FMIF, PDIF, and PUFIF, respectively, from July 1st to January 1st. The Impact Fees have never been adjusted.

The changes in the annual adjustment from July 1st to January 1st for the TIF and Impact Fees was due to limitations discovered in the numbering system in the City’s new permitting and land management software, TRAKIT, that was implemented in July

COUNCIL ACTION:

2019. TRAKiT could not accommodate fee schedule changes based on the calendar year with the City's current numbering system.

This item is before the City Council to consider adoption of Resolution 2020-009 (Attachment 1) approving a 1.6% adjustment in the TIF and a 2.5% adjustment in the FMIF, PDIF, and PUFIF effective March 23, 2020.

DISCUSSION:

As part of the adoption of the TIF on June 28, 2017, Resolution 2017-018 provided for an annual adjustment effective July 1st of each fiscal year based on the annual percentage increase in the LACCI, as compiled and reported by Engineering News Record. No adjustment to the TIF has been made since its adoption and the effective date was changed from July 1st to January 1st by Ordinance 509.

Staff is recommending that the annual adjustment be based on the change in the LACCI for the prior twelve-month period June to May. Unlike the Impact Fees adopted by Resolution 2018-147, the adoption of the TIF did not include a cap on any annual adjustment. The annual cap approved for the Impact Fees for any adjustment is 2.5%. The change in the LACCI for the prior twelve-month period June 2018 to May 2019 was 1.6% as shown in the following table:

ENGINEERING NEWS-RECORD
 CONSTRUCTION COST INDEX FOR LOS ANGELES

YEAR	MONTH	CCI	%CHG
2019	May	12130.66	1.6%
2018	June	11940.25	

$$\text{Adjustment} = \frac{(12130.66 - 11940.25)}{11940.25} = 1.6\%$$

The adjustment being recommended for the TIF update effective March 23, 2020 is 1.6%. Though no cap currently exists for the TIF, this would fall under the cap adopted for the Impact Fees. The updated TIF fees using the 1.6% adjustment are shown on the following table:

FEE RATE CATEGORY	FEE RATE	
	PROPOSED	CURRENT
Residential – Single Family	\$15,965	\$15,714 per unit
Residential – Condo & Multi-Family	\$11,385	\$11,206 per unit
Residential – Accessory Dwelling Unit	\$3,992	\$3,929 per unit
Retail, Commercial & Shopping	\$17,346	\$17,073 per KSF
Office & Employment Center	\$10,682	\$10,514 per KSF
Industrial	\$3,136	\$3,087 per KSF
Lodging & Resort	\$11,145	\$10,969 per KSF
Educational & Institutional	\$9,391	\$9,243 per KSF
Other	\$134.91	\$132.79 per TDU

KSF = 1,000 square ft
 TDU = Travel Demand Unit

In contrast to the TIF, Resolution 2018-147 that adopted the Impact Fees provided for annual adjustments effective July 1st of each fiscal year based on the San Diego-Carlsbad Consumer Price Index (CPI), All Items, for All Urban Consumers (CPI-U) Index. The Impact Fees also included a cap in that the adjustment cannot exceed 2.5% annually for the prior calendar year period January through December regardless of the CIP-U changes. The first adjustment of the Impact Fees was planned to be effective July 1, 2019, but the Impact Fees were not adjusted at that time. On January 8, 2020, the effective date was changed from an annual adjustment on July 1st to annual adjustment on January 1st by Ordinances 510 through 512.

Staff is recommending that the annual adjustment to the Impact Fees be 2.5% effective March 23, 2020, because the change in the San Diego-Carlsbad CPI-U for the prior twelve-month period June to May was 3.8%, which exceeded the 2.5% annual cap. If approved by Council, the updated Impact Fees using the 2.5% adjustment would be as shown on the following table:

Land-use Category	Fire Mitigation Impact Fee (FMIF)		Park Development (PDIF)		Public Use Facilities (PUFIF)	
	Proposed	Current	Proposed	Current	Proposed	Current
Development Impact Costs						
Detached Dwellings (units)	\$1,803	\$1,759	\$7,086	\$6,913	\$656	\$640
Attached Dwellings (units)	\$254	\$248	\$5,127	\$5,002	\$474	\$463
Hotels/Motels (keyed rooms)	\$852	\$832	No Fee	No Fee	No Fee	No Fee
Commercial/Service (sq.ft)	\$0.133	\$0.130	No Fee	No Fee	No Fee	No Fee
Office/Professional (sq.ft)	\$0.143	\$0.140	No Fee	No Fee	No Fee	No Fee
Light Industrial (sq.ft)	\$0.010	\$0.010	No Fee	No Fee	No Fee	No Fee
Public/Institutional Uses (sq. ft)	\$0.051	\$0.050	No Fee	No Fee	No Fee	No Fee
Exist Resi/Remodel (incl. Bedroom)	\$0.68 *	\$0.67 *	\$19.00 *	\$18.54 *	\$1.75	\$1.72
Exist Resi/Remodel (no Bedroom)	\$0.68	\$0.67	No Fee	No Fee	No Fee	No Fee

* Applied to square footage of new bedrooms only

Government Code section 66017(a) provides that “[a]ny action adopting a fee or charge, or increasing a fee or charge adopted, upon a development project, as defined in Section 66000, which applies to the filing, accepting, reviewing, approving, or issuing of an application, permit, or entitlement to use...shall be effective no sooner than 60 days following the final action on the adoption of the fee or charge or increase in the fee or charge.” These fee adjustments were properly noticed. If the Council approves the adjustments, after conducting a public hearing, the earliest that they can be effective is in 60 days, which falls on a Sunday. Staff therefore recommends the adjustments be effective as of Monday, March 23, 2020.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

An adjustment to the City's TIF, FMIF, PDIF, and PUFIF helps to maintain impact fees at appropriate levels over time by accounting for inflation and allows support for future development. Such revenues must be deposited in separate dedicated accounts and the Mitigation Fee Act requires specific accounting and reporting procedures.

WORK PLAN:

Fiscal Sustainability.

OPTIONS:

- Approve Staff Recommendation.
- Approve Staff Recommendation with modifications.
- Provide direction.

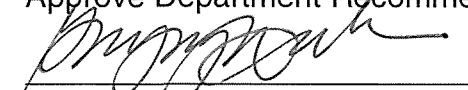
DEPARTMENT RECOMMENDATION:

Staff recommends the City Council:

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.
2. Consider adoption of Resolution No. 2020-009 approving a 1.6% adjustment in the TIF and a 2.5% adjustment in the FMIF, PDIF, and PUFIF effective March 23, 2020.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution No. 2020-009

RESOLUTION NO. 2020-009

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SOLANA BEACH, CALIFORNIA,
ADJUSTING THE TIF, FMIF, PDIF, AND PUFIF FEES
EFFECTIVE MARCH 23, 2020**

WHEREAS, the City of Solana Beach has identified the need for multi-modal transportation; fire suppression/rescue facilities, vehicles and equipment; park acquisition and park infrastructure development; and dedicated public use facilities development that are available to community groups and individuals for meetings and other civic functions to adequately serve projected future growth and redevelopment within the incorporated city limits; and

WHEREAS, an impact fee is a commonly used and well-accepted means of mitigating the impacts created by future growth. Public agencies regularly impose impact fees on new development to fund a variety of public facilities, including roads, sewer and water facilities, libraries, parks, and schools; and

WHEREAS, recent surveys of local and regional agencies in California indicate that most agencies impose some form of fire mitigation, park, and dedicated public use facilities development impact fees; and

WHEREAS, the California Mitigation Fee Act authorizes local agencies to impose impact fees upon making certain findings, which may include certain annual adjustments for inflation; and

WHEREAS, on June 28, 2017, the City Council (Council) adopted Resolution 2017-018 establishing the Transportation Impact Fee (TIF); and

WHEREAS, Resolution 2017-018 provided for adjusting the TIF annually effective July 1st of each fiscal year based on the annual percentage increase in the "Los Angeles Construction Cost Index" (LACCI), as compiled and reported by Engineering News Record and the change in the LACCI for the prior twelve-month period June 2018 to May 2019 was 1.6%; and

WHEREAS, on January 8, 2020, Council approved the second reading of Ordinance 509 that changed the annual effective date for the TIF adjustments from July 1st to January 1st; and

WHEREAS, on November 28, 2018, the City Council adopted Resolution 2018-147 establishing of the Fire Mitigation Impact Fee (FMIF), the Park Development Impact Fee (PDIF) and the Public Use Facilities Impact Fee (PUFIF) (collectively, Impact Fees); and

WHEREAS, Resolution 2018-147 provided for adjusting the Impact Fees annually effective July 1st of each fiscal year based on the San Diego-Carlsbad Consumer Price Index (CPI), All Items, for All Urban Consumers (CPI-U) Index for the prior calendar year period January through December with a cap of 2.5% and the change in the CIP-U for the prior twelve-month period June 2018 to May 2019 was 3.8%, which exceeded the 2.5% cap; and

WHEREAS, on January 8, 2020, Council approved the second reading of Ordinances 510, 511, and 512 that changed the annual effective date for the FMIF, PDIF, and PUFIF, respectively, from July 1st to January 1st; and

WHEREAS, the TIF, FMIF, PDIF and PUFIF have not been adjusted for inflation since their adoption; and

WHEREAS, Government Code section 66017(a) provides that “[a]ny action adopting a fee or charge, or increasing a fee or charge adopted, upon a development project, as defined in Section 66000, which applies to the filing, accepting, reviewing, approving, or issuing of an application, permit, or entitlement to use...shall be effective no sooner than 60 days following the final action on the adoption of the fee or charge or increase in the fee or charge”; and

WHEREAS, on January 22, 2020, the Council conducted a properly noticed public hearing and heard public testimony.

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 TIF shall include an annual adjustment for inflation for 2020 in the amount of 1.6% effective March 23, 2020.
3. That the FMIF, PDIF, and PUFIF shall include an annual adjustment for inflation for 2020 in the amount of 2.5% effective March 23, 2020.

PASSED AND ADOPTED this 22ND day of January 2020, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following:

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

JEWEL EDSON, 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: January 22, 2020
ORIGINATING DEPT: Engineering Department
SUBJECT: **Project Update to the City Council on the Lomas Santa Fe Corridor Improvement Project – Phase III**

BACKGROUND:

The Lomas Santa Fe Corridor Improvement Project (the “Project”) has been in the City’s Work Plan for the last few years. Phase I and Phase II of the Project were performed during Fiscal Year (FY) 2016/17 and 2017/2018, respectively. Early phases of the project included a Community Walk Audit, identification of infrastructure deficiencies, preparation of a feasibility analysis, development of design options, several community workshops and two City Council meetings.

After receiving project updates and public input, City Council ultimately directed Staff to move forward with the final design phase of the project with the specific direction that no roundabouts be studied and that four lanes be maintained throughout the corridor.

At the February 19, 2019 City Council meeting, the Council authorized the City Manager to enter into a Professional Service Agreement (PSA) with Michael Baker International (MBI) for preparation of final engineering plans, specifications and cost estimate for the Project. Since that time, an Open House was held in May 2019 and a Community Workshop was held in October 2019.

This item is before the City Council to present an update on the Lomas Santa Fe Corridor Improvement Project and obtain comments and direction.

DISCUSSION:

During the City Council meeting held on September 26, 2018, Council provided a series of specific directions to the design team that included:

COUNCIL ACTION:

- No roundabouts
- Maintaining four lanes of travel along the entire corridor
- Introducing a multiuse trail along north side of Lomas Santa Fe Drive on the east side of Interstate 5
- Consider extending the multiuse trail west of the I-5 interchange and as far west as possible
- Introduce more landscaping
- Consider allowing Homeowners Associations to connect into the recycled water line that runs down Lomas Santa Fe Drive
- Improve outreach for future workshops and community meetings

Since the PSA with MBI was approved in February 2019, design work and community outreach has taken place. Using designs that were developed as part of the preliminary engineering (Phase II) and comments received at the September 2018 City Council meeting, MBI developed design concept plans that were presented to the community at an Open House held in May 2019. Approximately 125 people attended the Open House at which the design concept plans were shown and feedback was solicited on the concept plans, landscape options and bicycle route options on the west side of Interstate 5. Some of the comments received at the Open House included technical geometric issues (width and number of lanes, turn lanes), facilities for pedestrians and bicycles, safety concerns, aesthetics, operational concerns, transit along the corridor and other suggestions related to emergency services.

The feedback from the Open House was used to develop the refined design concept plans, which were equivalent to 30% design plans. These 30% design plans were presented at a well-attended Community Workshop held on October 30, 2019. At the Workshop, the room was divided into to eight separate stations where members of the community remained at one station and the design team rotated around with a different segment of the project until all stations were presented information on each of the eight segments of the project.

Also at the October Workshop, a Corridor Tour Guide (Attachment 1) was presented to each attendee that detailed the key improvements to various areas of the corridor, provided information on what had changed since the May 2019 Open House and provided space for comments. The comments and feedback from the Workshop has been used to update the plans to develop 60% level designs for the proposed corridor improvements.

To improve public participation at both the Open House and Community Workshop, Staff sent out multiple eblasts and targeted emails and placed the City's electronic changeable message sign on Lomas Santa Fe Drive on both sides of the freeway in each direction starting about two weeks before the events. Emails were sent using a compiled list of all those who had previously expressed interest in the project, from event sign-in sheets and from those who submitted comments during previous phases of the project. These outreach measures appeared successful as over 100 people

attended both the May 2019 Open House and the October 2019 Community Workshop. An eblast and two targeted emails were also sent out for tonight's Council meeting.

CEQA COMPLIANCE STATEMENT:

Once the design components are finalized, the project will be evaluated for the appropriate level of environmental review.

FISCAL IMPACT:

Full funding for Phase III of the Project has been identified. The funding sources for Phase III include a SANDAG Active Transportation Grant in the amount of \$616,050 and City matching funds in the amount of \$68,450, which will be taken from the City's TransNet funds that were appropriated as part of the amendments to the FY 2018/19 Adopted Budget.

The total amount of Phase III of the Project is \$684,500 and is already programmed in the Regional Transportation Improvement Program through SANDAG and the City's Capital Improvement Program section of the Fiscal Year 2019-20 and 2020-21 Adopted Budget.

WORK PLAN:

This project is consistent with Item B.6 of the Community Character Priorities of the FY 2019/20 Work Plan.

OPTIONS:


- Receive report.
- Provide additional direction.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council receive this report and provide input and direction on the Lomas Santa Fe Corridor Improvement Project.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Corridor Tour Guide from October 2019 Community Workshop

ADDITIONAL COMMENTS:

Key to Areas

- A - Highway 101 to Rios Avenue
- B - Nardo Avenue
- C - Boys and Grils Club east driveway
- D - Hilmen Drive
- E - Santa Helena to Plaza Shopping Center driveway
- F - Middle entrance to Camino de las Villas
- G - Middle entrance to Camino de las Villas
- H - East intersection with Via Mil Cumbres
- I - Near Highland Drive
- J - On Highland Drive from LSF to Uno Verde Court

LOMAS SANTA FE CORRIDOR Improvements Project



Corridor Tour Guide

Community Workshop | October 30, 2019

Key Improvements...	What changed since last meeting?	Your comments...
<p>A</p> <ul style="list-style-type: none"> • Restripe the left turn lanes between Highway 101 and Cedros Avenue • Add high visibility crosswalks at Lomas Santa Fe/Cedros Avenue • Curb extension at the northeast corner of Lomas Santa Fe/Cedros Avenue to reduce pedestrian crossing distance 	<p>The community preferred the option shown for Highway 101/Cedros. Therefore, the second alternative has been eliminated. A scramble (all pedestrian phase) was also evaluated. Due to signal coordination with Highway 101 and Rios, a scramble was not recommended. Curb extensions were added to reduce the crossing distance.</p>	
<p>B</p> <ul style="list-style-type: none"> • Replace existing crosswalk with high visibility crosswalk • Curb extension on the southwest and northeast corners of Lomas Santa Fe/Nardo to reduce pedestrian crossing distance • Add green bike lane striping on Lomas Santa Fe to improve visibility in conflict areas • Narrow striped median to accommodate wider sidewalk on north side 	<p>The community asked us to evaluate curb extension on the east side of Nardo. Due to grade, these curb extensions were determined to be infeasible. The City is working on a traffic signal modification that will allow for split pedestrian phases north-south to reduce the left turn-pedestrian conflict in the existing crosswalk.</p>	
<p>C</p> <ul style="list-style-type: none"> • Stripe "Keep Clear" across Boys & Girls Club Driveway 	<p>The median proposed on the east side of the Boys & Girls Club Driveway has been removed. This driveway provides access to both the Boys & Girls Club as well as homes. The proposed "Keep Clear" will help provide access during peak periods.</p>	
<p>D</p> <ul style="list-style-type: none"> • Widen the sidewalk along the north side of Lomas Santa Fe between El Viento Street and Glencrest Drive • Add a narrow planting strip between sidewalk and bicycle lane on north side • Narrow median to provide buffered bicycle lanes 	<p>The parking proposed on the north side of Lomas Santa Fe has been removed and replaced with a 10 foot sidewalk. This will provide a wider space for students traveling to and from school.</p> <p><i>Tonight we are asking for your input on the bicycle facilities!</i></p>	
<p>E</p> <ul style="list-style-type: none"> • Construct a multi-use path with a landscaped buffer along the north side of Lomas Santa Fe • Add green bike lane striping on Lomas Santa Fe east of Santa Helena (north and south side of the road) • Extend the westbound right turn lane to accommodate the queues • Add a high visibility crosswalk on the east leg of the Lomas Santa Fe/Plaza Entrance intersection 	<p>The community asked that the westbound shared through/right lane be returned to a right turn lane. Field observations showed that 1 in 7 vehicles turn right and the other vehicles go through to the freeway from this lane. The right turn lane is located within Caltrans right-of-way and as striped reduces the potential bicycle-vehicle conflicts at the northbound freeway on-ramp. Restriping was not recommended.</p>	
<p>F</p> <ul style="list-style-type: none"> • Raised landscape median island west of Camino De Las Villas 	<p>The proposed raised median has been shifted to the west. The community requested the median be removed and the existing median be restriped as an acceleration lane. However, this is the narrowest point along the corridor. There is not sufficient width to provide an acceleration lane. The existing median is striped with two double yellow lines, which indicated vehicles should not drive through or over the striped area. The proposed median is located within the striped median area and should have no impact on access.</p>	
<p>G</p> <ul style="list-style-type: none"> • Lengthening the westbound to southbound left turn lane at Lomas Santa Fe/Camino De Las Villas • Add green bike lane striping on the south side of Lomas Santa Fe at Camino De Las Villas to improve visibility 	<p>There were mixed feelings about 11 foot lane widths from the last meeting. The width of lanes along the corridor currently vary from 10 feet to 13 feet wide. This project will provide consistent 11 foot lanes throughout the corridor with the exception of this pinch point. The proposed 10 foot lanes are a standard lane width for an arterial street like Lomas Santa Fe.</p> <p>The narrower lanes through this pinch point provide a slightly wider bicycle lane on the south side of Lomas Santa Fe. They also accommodate the extension of the westbound left turn pocket – requested by the community in previous workshops. Per Council direction, the roadway is not to be widened. This is the narrowest and most constrained section of the corridor.</p>	
<p>H</p> <ul style="list-style-type: none"> • Extend the existing raised median at Highland Drive east toward Via Mil Cumbres • Proposed median will be slightly south of the existing striped median to accommodate buffered bicycle lanes 	<p>The proposed raised median has been shortened and moved further east from Via Mil Cumbres compared the previous concept plan, based on comments received from the community. The existing median is striped with two double yellow lines indicating vehicles are not to drive or cross through the median. Since vehicles are restricted from entering the striped median by the presence of the double-double yellow striping, the proposed median would result in no change in access.</p>	
<p>I</p> <ul style="list-style-type: none"> • Maintain one westbound through lane on Lomas Santa Fe west of Highland Drive • Add high visibility crosswalks on all four legs at Lomas Santa Fe/Highland Drive 	<p>The community was concerned at the last meeting that the project was reducing Lomas Santa Fe to one lane westbound at Highland Avenue. The project is not affecting the lane configuration west of Highland Drive. There is currently one lane and the project maintains the single lane for approximately the same distance as the existing one-lane section.</p>	
<p>J</p> <ul style="list-style-type: none"> • Construct landscaped medians along Highland Drive from Lomas Santa Fe to Uno Verde Court • Construct curb extensions at two of the driveways on the south side of Highland Drive 	<p>This is the first time this plan has been presented to the community. These improvements were added based on concerns raised about speeding on Highland Ave.</p> <p><i>Please share your thoughts on the medians and striping in the spaces provided at this station.</i></p>	



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: January 22, 2020
ORIGINATING DEPT: City Clerk's Office
SUBJECT: 2020 Annual Citizen Commission Appointments

BACKGROUND:

Approximately half of the Solana Beach Citizen Commission members' two-year term appointments expire every January. By the end of January 2020, five Citizen Commissions will have 17 scheduled vacancies of public appointments for a new two-year term. There are also two unscheduled vacancies on the View Assessment Commission due to mid-term resignations. This results in a total of 19 vacancies requiring appointment.

Expiring positions	Two-year terms	17
Unexpected Vacancies	One-Year term	2

All appointments to Citizen Commissions are conducted in accordance with Council Policy No. 5 - *Appointment of Citizens to Boards, Commissions, Committees, and Task Forces* (Attachment 2) - and all persons interested in serving on the City's Citizen Commissions are required to complete and file a Citizen Interest Form (application), with the required references, and submit it to the City Clerk for formal application processing. For those Commission members who may be reapplying for their position's scheduled vacancy, a re-submittal application is made available for minor changes to their original full application, thus streamlining the application process. However, if the applicant applies for a new Commission or wants to modify any of the questionnaire sections, a new full application is required. The Application/Citizen Interest Form is available year-round at the City Clerk's Office and on the City's website. Any person interested in serving on a Citizen Commission may submit an application any time prior to or during the annual or other recruitment periods.

Pursuant to California Government Code Section 54972 (the "Maddy Act"), the posting of certain information of all current members appointed by City Council is required, listing the names of all serving appointees, original date of appointment, term and qualifications for all appointed positions. This posting requirement was met on December 9, 2019 (Attachment 1) on the City's bulletin board and on the City's website.

This report is before City Council to appoint applicants to fill 19 positions among the City's five Citizen Commissions.

CITY COUNCIL ACTION: _____

DISCUSSION:

Council will make appointments to all five (5) Citizen Commissions for 19 expiring or unexpected vacancies. These positions consist of seventeen (17) positions to be filled for two-year terms, until January 2022, and two (2) mid-term positions for one-year terms, ending January 2021.

The two (2) one-year term positions on the View Assessment Commission are due to the mid-term resignations of Jill Morris and Dean Pasko. Mr. Pasko informed the City that he would resign at the mid-term, ending January 2020.

Vacancies	Term	Subject to Mayor Vote Appointment by:
Budget and Finance Commission: 2 vacancies total		
Two (2) vacancies	2 Years Until End of Jan 2022	Councilmember Becker
		Councilmember Harless
Climate Action Commission: 4 vacancies total		
Three (3) vacancies <i>Residents</i>	2 Years Until End of Jan 2022	Council-at-large
One (1) vacancy <i>Professional (resident or non-resident)</i>	2 Years Until End of Jan 2022	Council-at-large
Parks and Recreation Commission: 3 vacancies total		
Three (3) vacancies	2 Years Until End of Jan 2022	Council-at-large
Public Arts Commission: 4 vacancies total		
Four (4) vacancies	2 Years Until End of Jan 2022	Council-at-large
View Assessment Commission: 6 vacancies total		
Two (2) vacancies	2 Years Until End of Jan 2022	Councilmember Harless
		Councilmember Zito
Two (2) vacancies	2 Years Until End of Jan 2022	Council-at-large
One (1) vacancy	1 Year Until End of Jan 2021	Mayor Edson
One (1) vacancy	1 Year Until End of Jan 2021	Deputy Mayor Hegenauer

Notification/Recruitment Efforts

The “Maddy Act” posting provides a notice of the status of member appointments for general reference. In addition, a vacancy notice (Attachment 3) was prepared and posted and various efforts were made to seek public interest (Attachment 4).

Application Process

The Application deadline was posted for January 14, 2020 at 5:30 p.m. to process and distribute all applications with the agenda packet. Based on this Council’s prior direction, late applications are not accepted. If not all positions are filled, then the requirement period would be extended and late applications could be considered at that time. During this current recruitment period, applications received after the current deadline will not be submitted to Council for consideration.

Resubmittal applications were accepted from members re-applying for the same position while new applications were submitted from new applicants or current members applying for a different Commission. Applications were reviewed for contact information, choices, and verification of requirement criteria, such as property ownership, which is required for two Commissions (Budget and Finance and View Assessment).

Distribution to Council

This Staff Report contains an *Application Worksheet* (Attachment 6) outlining each applicant’s Commission selection(s) and their respective application submittals (Attachment 7). The applications are on file with the City Clerk’s Office and were distributed to the City Council with the Agenda Packet.

Appointment Protocol

As outlined in Solana Beach Municipal Code (SBMC) Section 2.60, appointment designations are noted for each individual Commission, whether a position is appointed by Council-at-Large or whether it is designated by an individual Councilmember. These appointment designations are noted on the Public Notice. All nominations are subject to a majority vote of the City Council.

Member Requirements

SBMC Sections 2.64, 2.72, 2.74, 2.84, Resolution 2007-160, and Resolution 2015-127 outline some of the duties of the Commissions; however, there are other duties and assignments provided in relation to various opportunities and issues that occur throughout the year. To carry out the Commission’s work, SBMC Section 2.60.010 outlines the requirements of meeting attendance. As a legislative body, like the City Council, Citizen Commissions are required to fulfill a responsibility of participating in each meeting for all matters brought before the Commission. In addition, the Commission Handbook, provided to each appointed/re-appointed member, and posted online, provides various other requirements, regulations, guidelines, and procedures for Commission members.

Member Appointment Term

An appointed Commission member will use the date that Council appointed them for their disclosure paperwork, Form 700. However, appointed members may not begin participating in Commission work until they have been sworn in by taking their Official Oath, administered by the City Clerk's Office. The swear-in may take place any time before or at the first meeting of the Commission, as coordinated with the City Clerk's Office. Member terms end on January 31 or once an appointment is made to their position, whichever occurs first.

FISCAL IMPACT:

There is no significant fiscal impact associated with this annual appointment process. Pursuant to City Council Policy 19 (*Background Check Requirements for Citizen Commissions*), new appointees are required to complete a background check for which they may be reimbursed for up to a maximum of \$20.00. Current members re-appointed, without a break in service, will have already completed background checks, which continue to be monitored; therefore, additional background checks are not required when a current Commission member is reappointed. The Human Resources department incurs the cost for background checks for Commission members.

WORK PLAN: N/A

OPTIONS:

- Approve Staff recommendation and proceed with appointments for vacancies.
- Do not approve Staff recommendation and extend deadline to receive new applications, allowing expiring positions to remain vacant until refilled.

DEPARTMENT RECOMMENDATION:

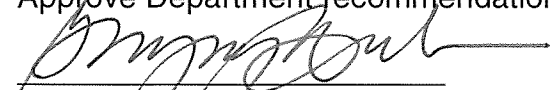
Staff recommends that City Council:

1. Appoint two (2) members to the **Budget and Finance** Commission nominated/appointed by *individual* Councilmembers (Harless and Becker) for two-year terms.
2. Appoint four (4) members to the **Climate Action** Commission nominated/appointed by *Council-at-large* for the following positions:
 - a. Three (3) *Resident* appointments for two-year terms.
 - b. One (1) *Professional* appointment for member of the environmental and/or scientific community (*resident or non-resident*) for a two-year term.
3. Appoint three (3) members to the **Parks and Recreation** Commission nominated/appointed by *Council-at-large* for two-year terms.
4. Appoint four (4) members to the **Public Arts** Commission nominated/appointed by *Council-at-large*.

5. Appoint six (6) members to the **View Assessment** Commission: two (2) positions for two-year terms (Councilmember Harless and Councilmember Zito), two (2) positions for two-year terms (Council-at-large), and two (2) positions for one-year terms (Mayor Edson and Deputy Mayor Hegenauer).

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gregory Wade, City Manager

Attachments:

1. Maddy Act Posting
2. Policy No. 5
3. Vacancy Notification Flyer
4. Recruitment Efforts
5. Worksheet outlining openings and applicants' choice(s)
6. List of Applicants
7. Applications (in separate binder)



PUBLIC NOTICE LOCAL APPOINTMENTS LIST

NOTICE TO THE PUBLIC: In compliance with the requirements of the Maddy Act, Government Code 54972, the following appointment list is provided for public notice. The Solana Beach Local Citizen Commission Appointments List shows all current members, the term expiration date, and the current membership requirements.

Member	Appointment Date	Expiration Date	Appointed By
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BUDGET & FINANCE: 5 members

Must be at least 18 years old, a city resident & property owner within the City of Solana Beach. All members serve at the pleasure of each individual Councilmember's nomination.

Jolene Koester	01-23-19	January 2021	Hegenauer
Jeff Lyle	01-23-19	January 2021	Edson
Kevin (Ed) Murphy	01-23-19	January 2021	Zito
Sharon Gross	01-24-18	January 2020	Nichols (next by Becker)
Judith Hamilton	01-24-18	January 2020	Marshall (next by Harless)

CLIMATE ACTION: 9 members

Five Members must be at least 18 years old and a resident within the City of Solana Beach. Two members must be professionals from the scientific or environmental community. *Resident or Non-Resident* Two Current Councilmembers, or 1 Councilmember and one from another position, as determined by Council. All members are appointed by the Council At-Large.

Residents			
Patricia Larchet	01-23-19	January 2021	Council
Peter Zahn	01-23-19	January 2021	Council
Heidi Dewar	01-24-18	January 2020	Council
Mary Yang	01-24-18	January 2020	Council
Jonathan Goodmacher	01-24-18	January 2020	Council
Professionals			
Chester Koblinsky	01-23-19	January 2021	Council
Paul Basore	09-25-19	January 2020	Council
Councilmember(s)			
Judy Hegenauer	01-19-19	January 2021	Council
Kristi Becker	01-19-19	January 2021	Council

PARKS & RECREATION: 7 members

Must be at least 18 years old and a city resident within the City of Solana Beach. All members are appointed by the Council At-Large.

Sagary Krulce	01-23-19	January 2021	Council
Sandra Hutton	02-27-19	January 2021	Council
Shawn McClondon	02-27-19	January 2020	Council
Linda Swindell	01-24-18	January 2020	Council
Tracy Richmond	01-24-18	January 2020	Council
Valeri Paul	02-27-19	January 2021	Council
Steve Felger	04-24-19	January 2021	Council

PUBLIC ARTS: 7 members

Must be at least 18 years old and a city resident within the City of Solana Beach. All members are appointed by the Council At-Large.

Sharon Klein	01-24-18	January 2020	Council
Maggie Brown	10-23-19	January 2020	Council
Deborah Ann Sweet	01-23-19	January 2021	Council
Deanne Rudman	02-27-19	January 2021	Council
Christine de Pagter	02-27-19	January 2020	Council
Mark Mennie	10-23-19	January 2020	Council
Carla Hayes	02-27-19	January 2021	Council

VIEW ASSESSMENT: 7 members

Must be at least 18 years old, city resident, & property owner within the City of Solana Beach. Five members serve at the pleasure of each individual Councilmember's nomination & two members are appointed by the Council At-Large.

Dean Pasko	01-23-19	January 2021	Hegenauer
Vacant	01-23-19	January 2021	Edson
Molly Fleming	01-24-18	January 2020	Council
Pat Coad	01-24-18	January 2020	Council
Gary Garber	01-24-18	January 2020	Marshall (next by Harless)
Matthew Cohen	01-23-19	January 2021	Becker
Paul Bishop	01-24-18	January 2020	Zito

Citizen Interest Forms (Applications) are available on-line at www.cityofsolanabeach.org or at the City Clerk's Office, City of Solana Beach, 635 S. Highway 101, Solana Beach, CA 92075, 858-720-2400 for the expiring positions among these Citizen Commissions.

Applications will be accepted through Tuesday, January 14, 2020, 5:30 p.m. City Council is scheduled to make appointments at the Wednesday, January 22, 2020, 6:00 p.m. City Council Meeting.

I hereby certify that this notification was posted on December 11, 2019 at City Hall and on the City's website.
Angela Ivey, Ci

CITY OF SOLANA BEACH	Policy No. 5
COUNCIL POLICY	Adopted: May 15, 1989 Revised: January 23, 2008 by Resolution 2008-23
GENERAL SUBJECT: Citizen Boards, Commissions & Committees	
SPECIFIC SUBJECT: Appointments of Citizens to Boards, Commissions, Committees and Task Forces.	

PURPOSE:

The purpose of this policy is to establish a consistent process and procedure for appointments to City sponsored Citizen Boards, Commissions, Committees and Task Forces.

POLICY STATEMENT:

Appointments to Citizen Boards, Commissions, Committees and Task Forces are made in accordance with the municipal code and/or specific guideline, as provided, to provide consistency.

POLICY PROCEDURES:

1. All private citizens interested in serving on any Board, Commission, Committee or Task Force or similar group must complete and file with the City Clerk a Citizen Interest Form (application) which may be obtained from the City Clerk's office.
2. Nominations
Councilmembers may nominate private citizens for appointment subject to ratification by a majority of the City Council. Such ratification shall take place at a regular City Council meeting and a duly docketed agenda item.
3. Appointment Protocol
 - a. Appointments will be made in accordance with municipal code requirements. For example, the municipal code may require that a Commission have five positions appointed by individual Councilmembers.
 - b. Appointments that are not outlined in the municipal code and are at-large appointment positions may be nominated by any Councilmember. In the event of multiple appointments, appointments may be divided among individual Councilmembers to share the appointment responsibilities. If the appointments are

shared, it will be for that one time and will not be construed as official individual appointments that would carry forward.

- c. The decision to proceed with an individual appointment alternative for at-large positions will be subject to majority vote of the City Council with such vote taking place at a regular City Council Meeting.

4. Appointments to Outside Agencies

When the City is asked by an outside agency to recommend a private citizen to serve on a Board, Commission, Committee or Task Force or similar group, such recommendation shall be made by the Council and approved by a majority vote of the City Council.



PUBLIC NOTICE

CITY'S CITIZEN COMMISSION POSITION OPENINGS

CITY OF SOLANA BEACH VOLUNTEERS SERVING ON BEHALF OF THE CITY COUNCIL

Applications are being accepted through Tuesday, January 14, 2020, 5:30 p.m.
City Council is scheduled to make appointments at the January 22, 2020 City Council Meeting.

BUDGET & FINANCE: *Two vacancies - terms will expire end of January 2022*
This Commission provides input to Council regarding the City's operating budget.

Regular Meeting Schedule: 3rd Thursday of each month at 5:30 p.m.
Composition: 5 members serve at the pleasure of each individual Councilmember.
Position's Requirements: At least 18 yrs. old • Resident of the City • Property owner within the City.

CLIMATE ACTION: *Four vacancies - terms will expire end of January 2022*
3 Citizen/Resident Positions // 1 Professional Position

This Commission participates in reviewing certain matters regarding reducing the City's greenhouse gas (GHG) emissions and implementing the Climate Action Plan.

Regular Meeting Schedule: 3rd Wednesday of each month at 5:30 p.m.
Composition: 9 members: 7 appointed by Council At-Large, 2 Councilmembers (or 1 Councilmember and one from another position, as determined by Council)
Position's Requirements: Five Citizens/Residents - At least 18 yrs. old • Resident of the City
Two Professionals - At least 18 yrs. old • Must be from the environmental or scientific community. • Resident or Non-resident
Two Current Councilmembers (or 1 Councilmember and one person from another position, as determined by Council)

PARKS & RECREATION: *Three vacancies - terms will expire end of January 2022*
This Commission participates in reviewing certain matters regarding the City's parks, programs, and conducts certain City events.

Regular Meeting Schedule: 2nd Thursday of each month at 4:00 p.m.
Composition: 7 members who are all appointed by the Council At-large.
Position's Requirements: At least 18 yrs. old • Resident of the City.

PUBLIC ARTS: *Four vacancies - terms will expire end of January 2022*
This Commission participates in reviewing certain matters regarding community art opportunities and conducts certain City events.

Regular Meeting Schedule: 4th Tuesday of each month at 5:30 p.m.
Composition: 7 members who are all appointed by the Council At-large.
Position's Requirements: At least 18 yrs. old • Resident of the City.

VIEW ASSESSMENT: *Four vacancies - terms will expire end of January 2022*
Two vacancies - terms will expire end of January 2021

This Commission is tasked with reviewing feasible solutions for development when an assessment request is filed and makes definitive decisions on projects utilizing the City's adopted guidelines/toolkit.

Regular Meeting Schedule: 3rd Tuesday of each month at 6:00 p.m.
Composition: 7 members - five serve at the pleasure of each individual Councilmember and two members are appointed by the Council At-Large.
Position's Requirements: At least 18 yrs. old • Resident of the City • Property owner within the City.



Budget & Finance



Climate Action



Parks & Recreation



Public Arts



View Assessment

- ❖ Attend a Citizen Commission public meeting. Agendas are posted on the City's website.
- ❖ See the City's website for members, expiring positions, and further information.

Citizen Interest Forms (Applications) and additional information on the Commissions can be found on the City's website at www.cityofsolanabeach.org (Left tabs: City Government, City Clerk, Citizen Committees) OR at City Hall, 635 S. Highway 101, Solana Beach, (858) 720-2400. Please contact the City Clerk with any questions regarding the recruitment/appointment process.

Recruitment Efforts FOR 2020 Jan ANNUAL Appointments

Task	Posted / Requested / Published
Maddy Act: posting on City Hall Bulletin Board \ Library	Sent 12-10-19
PRINTED FLYERS	
City Hall Front Desk: maintained public notice flyers at counter / City Bulletin Boards / Local Library	12-05-19
WEBSITE POSTINGS	
Flyer: Upload to Commissions main web page AND to each Commission page	12-06-19
Maddy Act: Upload to Commission webpage	12-06-19
EMAIL NOTICES	
E-Blasts	12-16-19, 1-8-20, 1-11-20
Council: email flyer to inform Council	12-06-19
MAILINGS	
Notices Sent to <u>Current</u> Expiring Members	12-14-19
Notices to <u>Past</u> Applicants within the last 12-18 months	12-15-19
PUBLICATIONS Contacted	
Requests for Free Noticing in Calendars, Events, etc.	
Solana Beach Sun: Free ad calendar section (FREE) (Same as Del Mar Times)	Requested Free Coverage 12-10-19 Received free posting 12-19-19
Coast News: Free ad calendar section (FREE)	Requested Free Coverage 12-9-19
Union Tribune Newspaper Community Section (FREE)	Requested Free Coverage 12-10-19
PAID Advertising	
Solana Beach Sun (owned by UT) Paid Advertisement	Printed 12-19-19, 1-9-20
Coast New: Paid Advertisement	Printed 1-3-20, 1-10-20

City of Solana Beach Citizen Commissions 2020 Appointments

Applications DUE January 14, 2020

MEMBERS

				Sagary Krucic (Council)	Deborah Ann Sweet (Council)	Matthew Cohen (Becker)
				Sandra Hutton (Council)	Deanne Rudman (Council)	VACANT (Edson) Jill Morris resignation Term expiring Jan 2021
Jolene Koester (Hegenauer)	Patricia Larchet (Council)			Valeri Paul (Council)	Carla Hayes (Council)	Dean Pasko (Hegenauer) Resigning End Jan2020 Term expiring Jan 2021
Jeff Lyle (Edson)	Peter Zahn(Council)			Steve Felger (Council)	Sharon Klein (Council) Term expiring	Molly Fleming (Council) Term expiring
Kevin (Ed) Murphy (Zito)	Heidi Dewar (Council) Term Expiring			Shawn McClondon (Council) Term expiring	Maggie Brown (Council) Term expiring (Apptd Oct2019)	Pat Coad (Council) Term expiring
Sharon Gross (Becker) Term expiring	Mary Yang (Council) Term Expiring	Chester Koblinsky (Council)	Judy Hegenauer (Council)	Linda Swindell (Council) Term expiring	Christine de Pagter (Council) Term expiring	Gary Garber (Harless) Term expiring
Judith Hamilton (Harless) Term expiring	Jonathan Goodmacher (Council) Term Expiring	Paul Basore (Council) Term expiring	Kristi Becker (Council)	Tracy Richmond (Council) Term expiring	Mark Mennie (Council) Term expiring (Apptd Oct2019)	Paul Bishop (Zito) Term expiring

Budget & Finance	Climate Action		Parks & Recreation	Public Arts	View Assessment	
2 Vacancies Appointments by: 1-Becker ♦ 1-Harless	3 Vacancies Residents Appointments by: Council-at-large	1 Vacancy Professionals Appointments by: Council-at-large	0 Vacancy Council OR Other Member Type. As determined by Council	3 Vacancies Appointments by: 4 - Council-at-large	4 Vacancies Appointments by: Council-at-large	6 Vacancies Appointments by: 1-Edson ♦ 1-Hegeneauer ♦ 1-Harless ♦ 1-Zito ♦ 2-A-Large

Date Rcvd	APPLICANTS in order by 1st choices								
	Last name	First Name							
01-13-20	Clemons	David	Only Choice						
01-13-20	Cooper	Charles	Only Choice						
01-13-20	Gross	Sharon	Only Choice Re-applying						
12-18-19	Basore	Paul			Only Choice Re-applying				
01-13-20	Dewar	Heidi		Only Choice Re-applying					
01-02-20	Goodmacher	Jonathan		Only Choice Re-applying					
01-09-20	Mann	Jessica		Only Choice					
01-13-20	McClune	Michael		Only Choice					
01-13-20	McHale	Rachel		Only Choice					
01-07-20	Yang	Mary		Only Choice Re-applying					
01-14-20	Bogard	Jolene					Only Choice		
01-14-20	Fontanesi	John					Only Choice		
01-14-20	Lebert	Richard					Only Choice		
01-14-20	McClondon	Shawn					Only Choice Re-applying		
12-18-19	Brown	Maggie						Recently Appointed to Vacant Position Oct 2019 Only Choice (Re-applying)	
01-02-20	de Pagter	Christine						Only Choice Re-applying	
12-16-19	Klein	Sharon						Only Choice Re-applying	
01-13-20	Mennie	Mark						Recently Appointed to Vacant Position Oct 2019 Only Choice Re-applying	
01-14-20	Van de Auwera	Julie					2nd Choice	1st Choice	
01-14-20	Bishop	Paul							Only Choice Re-applying
01-14-20	Brinner	Kristin							Only Choice
12-23-19	Coad	Patricia							Only Choice Re-applying
01-08-20	Garber	Gary							Only Choice Re-applying
01-13-20	Moldenhauer	Robert (Bob)							Only Choice
01-13-20	Najjar	Linda							Only Choice
01-14-20	Pusateri	Mike							Only Choice
01-14-20	Schulman	David							Only Choice
01-13-20	Stribling	Frank							Only Choice
01-13-20	Zajac	Robert							Only Choice

**City of Solana Beach
Citizen Commission Members
Appointed by City Council**

Deadline – January 14, 2020 5:30 p.m.

LIST OF APPLICANTS

Applicants		Application Received
Last Name	First Name	
Basore	Paul	12-18-19
Bishop	Paul	1-14-20
Bogard	Jolene	1-14-20
Brinner	Kristin	1-14-20
Brown	Maggie	12-18-19
Clemons	David	1-13-20
Coad	Patricia	12-23-19
Cooper	Charles	1-13-20
de Pagter	Christine	1-2-20
Dewar	Heidi	1-13-20
Fontanesi	John	1-14-20
Garber	Gary	1-8-19
Goodmacher	Jonathan	1-2-20
Gross	Sharon	1-13-20
Klein	Sharon	12-16-19
Lebert	Richard	1-14-20
Mann	Jessica	1-9-20
McClondon	Shawn	1-14-20
McClune	Michael	1-13-20
McHale	Rachel	1-13-20
Mennie	Mark	1-13-20
Moldenhauer	Robert (Bob)	1-13-20
Najjar	Linda	1-13-20
Pusateri	Mike	1-14-20
Schulman	David	1-14-20
Stribling	Frank	1-13-20
Van de Auwera	Julie	1-14-20
Yang	Mary	1-7-20
Zajac	Robert	1-13-20