

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



AGENDA

Joint REGULAR Meeting

Wednesday, October 24, 2018 * 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

David A. Zito, Mayor

Jewel Edson, Deputy Mayor

Judy Hegenauer, Councilmember

Lesa Heebner, Councilmember

Peter Zahn, Councilmember

Gregory Wade
City Manager

Johanna Canlas
City Attorney

Angela Ivey
City Clerk

SPEAKERS:

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

READING OF ORDINANCES AND RESOLUTIONS:

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

CALL TO ORDER AND ROLL CALL:

CLOSED SESSION REPORT: (when applicable)

FLAG SALUTE:

APPROVAL OF AGENDA:

PROCLAMATIONS/CERTIFICATES: *Ceremonial*

1. Red Ribbon Week

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

ORAL COMMUNICATIONS:

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

COUNCIL COMMUNITY ANNOUNCEMENTS / COMMENTARY:

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

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

Items listed on the Consent Calendar are to be acted in a single action of the City Council unless pulled for discussion. Any member of the public may address the City Council on an item of concern by submitting to the City Clerk a speaker slip (located on the back table) before the Consent Calendar is addressed. Those items removed from the Consent Calendar by a member of the Council will be trailed to the end of the agenda, while Consent Calendar items removed by the public will be 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 September 22 – October 5, 2018.

[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 2018-2019 Changes. (File 0330-30)

Recommendation: That the City Council

1. Receive the report listing changes made to the Fiscal Year 2018/19 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. Americans with Disability Act (ADA) Pedestrian Ramps. (File 0820-20)

Recommendation: That the City Council

1. Adopt **Resolution 2018-136**:
 - a. Awarding the construction contract to LC Paving & Sealing in the amount of \$45,300 for the ADA Pedestrian Ramps, Bid 2018-05.
 - b. Approving an amount of \$2,000 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 \$42,500 to the Federal Grants revenue account and to the ADA Pedestrian Ramps CIP project, both in the CDBG fund.
 - f. Appropriating \$4,800 to the ADA Pedestrian Ramps CIP project in the City CIP fund.
 - g. Authorizing the City Treasurer to amend the FY 2018/19 Adopted Budget accordingly.

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

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

A.4. City Manager’s Employment Agreement (File 0530-15)

Recommendation: That the City Council

1. Adopt **Resolution 2018-123** authorizing the Mayor to execute the Third Amendment to the Employment Agreement between the City of Solana Beach and Gregory Wade to reflect the four percent increase in base salary and the additional ten thousand dollars towards Deferred Compensation.

[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. Conflict of Interest Code Update. (File 0440-00)

Recommendation: That the City Council

1. Adopt **Resolution 2018-139** adopting an amended Solana Beach Conflict of Interest Code.

[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. Information Technology Services. (File 0190-60)

Recommendation: That the City Council

1. Adopt **Resolution 2018-120** authorizing the City Manager to sign an I.T. Professional Services Agreement with the City of Del Mar with an option to extend the agreement for up to four (4) additional one year periods based on satisfactory past performance.

[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. Sewer System Inflow Study. (File 1040-44)

Recommendation: That the City Council

1. Adopt **Resolution 2018-135** authorizing the City Manager to execute an amendment to the Professional Services Agreement with Infrastructure Engineering Corporation (IEC), in the amount of \$30,986, to conduct sewer system flow monitoring.

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

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

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

B. PUBLIC HEARINGS: (B.1.)

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

B.1. Public Hearing: Mixed Use Development Northwest Corner of Highway 101 and Dahlia Drive, Applicant: Zephyr Partners, Case 17-14-08. (File 0610-60)

The proposed Comprehensive Sign Permit (CSP) meets the minimum objective requirements under the SBMC and may be found consistent with the Highway 101 Specific Plan and General Plan. Therefore, Staff recommends that the City Council:

1. Conduct the continued Public Hearing from October 10, 2018: Receive public testimony, Close the public hearing.
2. If the City Council makes the requisite findings and approves the project, adopt **Resolution 2018-138** conditionally approving a CSP for the Solana 101 project, a Mixed Use Development, Solana Beach.

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

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

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

Submit speaker slips to the City Clerk.

C.1. Marine Safety Center Improvement Project Preliminary Design (File 0730-30)

Recommendation: That the City Council

1. Adopt **Resolution 2018-126:**
 - a. Authorizing the City Manager to enter into a Professional Services Agreement with doumusstudio architecture for the preparation of preliminary design plans and application package for discretionary permits processing of the Marine Safety Center Improvement Project.
 - b. Authorizing an appropriation of \$13,000 from the Transit Occupancy Tax (TOT) Reserves into the Marine Safety Center Improvement Project in the Capital Improvement Program.
 - c. Authorizing the City Treasurer to amend the FY 2018/19 Adopted Budget accordingly.

[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. Introduce (1st Reading) Ordinance 489 – Mayoral Duties. (File 0410-90)

Recommendation: That the City Council

1. Consider the introduction (1st reading) of **Ordinance 489** adding Section 2.04.015 to the Solana Beach Municipal Code which would codify Mayoral duties as set out in state law.

[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.

C.3. My Community Application Update. (File 0190-60)

Recommendation: That the City Council

1. Receive this Staff Report, review the My Community App presentation, and provide any feedback regarding the My Community App to Staff as necessary.

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

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

WORK PLAN COMMENTS:

Adopted June 13, 2018

COMPENSATION & REIMBURSEMENT DISCLOSURE:

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

COUNCIL COMMITTEE REPORTS: [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-Zahn, Alternate-Hegenauer
- c. Escondido Creek Watershed Authority: Zahn /Staff (no alternate).
- d. League of Ca. Cities' San Diego County Executive Committee: Primary-Edson, Alternate-Heebner and any subcommittees.
- e. League of Ca. Cities' Local Legislative Committee: Primary-Edson, Alternate-Heebner
- f. League of Ca. Cities' Coastal Cities Issues Group (CCIG): Primary-Edson, Alternate-Heebner
- g. North County Dispatch JPA: Primary-Heebner, Alternate-Edson
- h. North County Transit District: Primary-Edson, Alternate-Heebner
- i. Regional Solid Waste Association (RSWA): Primary-Hegenauer, Alternate-Heebner
- j. SANDAG: Primary-Zito, Alternate-Edson, 2nd Alternate-Heebner, and any subcommittees.
- k. SANDAG Shoreline Preservation Committee: Primary-Zito, Alternate-Hegenauer
- l. San Dieguito River Valley JPA: Primary-Hegenauer, Alternate-Heebner
- m. San Elijo JPA: Primary-Zito, Primary-Zahn, Alternate-City Manager
- n. 22nd Agricultural District Association Community Relations Committee: Primary-Heebner, Alternate-Edson

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

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

ADJOURN:

Next Regularly Scheduled Meeting is November 14, 2018

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 October 24, 2018 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 October 17, 2018 at 3:15 p.m. on the City Bulletin Board at the entrance to the City Council Chambers. Said meeting is held at 6:00 p.m. October 24, 2018, in the Council Chambers, at City Hall, 635 S. Highway 101, Solana Beach, California.

Angela Ivey, City Clerk
City of Solana Beach, CA

UPCOMING CITIZEN CITY COMMISSION AND COMMITTEE MEETINGS:

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

- **Budget & Finance Commission**
Thursday, November 15, 2018, 5:30 p.m. (City Hall)
- **Climate Action Commission**
Wednesday, November 21, 2018, 5:30 p.m. (City Hall)
- **Parks & Recreation Commission**
Thursday, November 8, 2018, 4:00 p.m. (Fletcher Cove Community Center)
- **Public Arts Commission**
Tuesday, October 23, 2018, 5:30 p.m. (City Hall)
- **View Assessment Commission**
Tuesday, November 20, 2018, 6:00 p.m. (Council Chambers)



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: October 24, 2018
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- 09/22/18 through 10/05/18

Check Register-Disbursement Fund (Attachment 1)		\$ 1,440,045.68
Net Payroll	September 21, 2018	202,653.39
Federal & State Taxes	September 21, 2018	50,870.66
PERS Retirement (EFT)	September 21, 2018	<u>42,959.06</u>
TOTAL		\$ <u>1,736,528.79</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 September 22, 2018 through October 5, 2018 reflects total expenditures of \$1,736,528.79 from various City funding sources.

WORK PLAN:

N/A

CITY COUNCIL ACTION: _____ _____

OPTIONS:

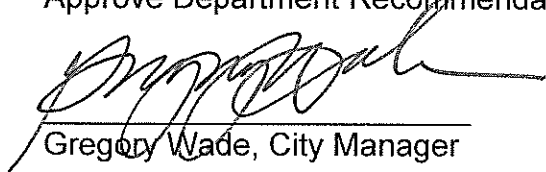
- Ratify the register of demands.
- Do not ratify and provide direction.

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: 10/08/2018
 TIME: 09:04:23

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact_gl_cash='1011' and transact_ck_date between '20180922 00:00:00.000' and '20181005 00:00:00.000'
 ACCOUNTING PERIOD: 4/19

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	DESCRIPTION	SALES TAX	AMOUNT
1011	93428	09/27/18	2137	AFLAC	001	SEPTEMBER 18	0.00	947.92
1011	93429	09/27/18	442	ASCE/MEMBERSHIP	00165006510	ASCE MEMBERSHIP-SAMMAK	0.00	295.00
1011	93430	09/27/18	5343	BENITO MESCHOULAM	00170007110	DE LOS HUERTOS MUSIC	0.00	600.00
1011	93435	09/27/18	1914	US BANK	00150005150	ORGANIZER	0.00	-64.64
1011	93435	09/27/18	1914	US BANK	00160006120	LEADRS BK-AUDIO	0.00	-19.34
1011	93435	09/27/18	1914	US BANK	55000007750	EES-06/30/17	0.00	1.00
1011	93435	09/27/18	1914	US BANK	55000007750	EES-06/30/17	0.00	2.19
1011	93435	09/27/18	1914	US BANK	00160006170	ICE/BAKING SODA	0.00	5.37
1011	93435	09/27/18	1914	US BANK	00160006120	SPROCKET CVR	0.00	5.99
1011	93435	09/27/18	1914	US BANK	00160006120	BATTERIES	0.00	6.79
1011	93435	09/27/18	1914	US BANK	00165006530	PWI WATER	0.00	7.38
1011	93435	09/27/18	1914	US BANK	00160006170	DRY ERASE PENS	0.00	8.62
1011	93435	09/27/18	1914	US BANK	00150005450	HOSTING DOMAINS-JUL	0.00	9.95
1011	93435	09/27/18	1914	US BANK	00165006530	PWI WATER	0.00	11.18
1011	93435	09/27/18	1914	US BANK	25570007110	CAMP SUPPLIES	0.00	12.05
1011	93435	09/27/18	1914	US BANK	25570007110	CAMP SUPPLIES	0.00	12.05
1011	93435	09/27/18	1914	US BANK	25570007110	ICE-JG DNNR	0.00	12.25
1011	93435	09/27/18	1914	US BANK	25570007110	CAMP SUPPLIES	0.00	12.90
1011	93435	09/27/18	1914	US BANK	00150005450	BATTERIES	0.00	13.30
1011	93435	09/27/18	1914	US BANK	00160006120	AMAZON PRIME MEMBSP	0.00	14.00
1011	93435	09/27/18	1914	US BANK	00165006510	APWA LNCH-GOLDBERG	0.00	15.00
1011	93435	09/27/18	1914	US BANK	00150005150	STOOL	0.00	17.98
1011	93435	09/27/18	1914	US BANK	00160006120	STRIKEM FUEL	0.00	20.00
1011	93435	09/27/18	1914	US BANK	00150005150	VOTER GUIDES	0.00	21.82
1011	93435	09/27/18	1914	US BANK	00160006120	LEADRS BK-NEW CAPTN	0.00	22.70
1011	93435	09/27/18	1914	US BANK	25570007110	CAMP-FOOD	0.00	23.26
1011	93435	09/27/18	1914	US BANK	25560006180	RIBBONS FOR JG AWARDS	0.00	23.99
1011	93435	09/27/18	1914	US BANK	25560006180	TONER	0.00	24.66
1011	93435	09/27/18	1914	US BANK	27060006120	STRIKEM FUEL	0.00	25.65
1011	93435	09/27/18	1914	US BANK	00160006170	FISH MEASURMT RULRS	0.00	26.13
1011	93435	09/27/18	1914	US BANK	00160006170	BLT/WSHR-STN RPR	0.00	26.34
1011	93435	09/27/18	1914	US BANK	00160006170	FIRST AID SUPPLIES	0.00	26.88
1011	93435	09/27/18	1914	US BANK	00150005150	ORGANIZER	0.00	26.94
1011	93435	09/27/18	1914	US BANK	45094486510	9448.02 ELECTCL TUBNG	0.00	28.00
1011	93435	09/27/18	1914	US BANK	45094486510	9448.02 ELECTCL TUBNG	0.00	28.00
1011	93435	09/27/18	1914	US BANK	25570007110	CAMP-FOOD	0.00	28.03
1011	93435	09/27/18	1914	US BANK	00150005150	ORGANIZER	0.00	32.31
1011	93435	09/27/18	1914	US BANK	00150005450	BATTERIES	0.00	33.55
1011	93435	09/27/18	1914	US BANK	00150005150	ORGANIZER	0.00	35.52
1011	93435	09/27/18	1914	US BANK	00160006170	EMR CERT FOR NEW EE	0.00	36.00
1011	93435	09/27/18	1914	US BANK	00150005200	CARDS	0.00	36.99
1011	93435	09/27/18	1914	US BANK	00160006120	STRIKEM MEAL-07/27	0.00	37.90
1011	93435	09/27/18	1914	US BANK	25570007110	CAMP SUPPLIES	0.00	40.00
1011	93435	09/27/18	1914	US BANK	25560006180	DODGEBALLS	0.00	41.41
1011	93435	09/27/18	1914	US BANK	25560006180	JG PATCHES	0.00	44.95
1011	93435	09/27/18	1914	US BANK	25570007110	CAMP SUPPLIES	0.00	45.69
1011	93435	09/27/18	1914	US BANK	00150005150	EXTERNAL DRIVE	0.00	46.21
1011	93435	09/27/18	1914	US BANK	00150005150	PAPER/REINFORCEMNTS	0.00	47.38
1011	93435	09/27/18	1914	US BANK	00160006120	MOPS	0.00	47.80

PENTAMATION
 DATE: 10/08/2018
 TIME: 09:04:23

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
 ACCTPAZ1

SELECTION CRITERIA: transact_gl_cash='1011' and transact_ck_date between '20180922 00:00:00.000' and '20181005 00:00:00.000'
 ACCOUNTING PERIOD: 4/19

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	DESCRIPTION	SALES TAX	AMOUNT
1011	93435	09/27/18	1914	US BANK	00150005450	DOMAIN REGISTRATN	0.00	49.00
1011	93435	09/27/18	1914	US BANK	25560006180	ICE-JG DNNR	0.00	49.00
1011	93435	09/27/18	1914	US BANK	001	CCAC-BAVIN	0.00	50.00
1011	93435	09/27/18	1914	US BANK	00160006170	MIDSUMMER MTG	0.00	50.85
1011	93435	09/27/18	1914	US BANK	00160006170	TONER/PAPER-JG AWARDS	0.00	54.79
1011	93435	09/27/18	1914	US BANK	25560006180	CPR CERT-SSNI MAKEUP	0.00	55.97
1011	93435	09/27/18	1914	US BANK	25560006180	FRAMES FOR POSTERS	0.00	57.00
1011	93435	09/27/18	1914	US BANK	00150005150	FLAGS/ORGANIZER	0.00	64.69
1011	93435	09/27/18	1914	US BANK	00150005450	CONSTANT CONTACT-AUG	0.00	65.00
1011	93435	09/27/18	1914	US BANK	00150005400	PANEL LNCH-FIRE TECH	0.00	72.08
1011	93435	09/27/18	1914	US BANK	25570007110	CAMP SUPPLIES	0.00	74.76
1011	93435	09/27/18	1914	US BANK	00150005450	RAM	0.00	75.41
1011	93435	09/27/18	1914	US BANK	00150005150	PENS/ORGANZRS	0.00	88.32
1011	93435	09/27/18	1914	US BANK	00160006170	HOTSCHEDULES-AUG	0.00	90.00
1011	93435	09/27/18	1914	US BANK	00160006120	FUEL	0.00	90.81
1011	93435	09/27/18	1914	US BANK	00170007110	CAMP OUT-FIREPIT	0.00	95.90
1011	93435	09/27/18	1914	US BANK	001	APWA-BOROMEO-8/14	0.00	99.00
1011	93435	09/27/18	1914	US BANK	00160006170	MOTIVATE EES-SHOCK	0.00	99.00
1011	93435	09/27/18	1914	US BANK	27060006120	STRIKETHM FUEL	0.00	100.00
1011	93435	09/27/18	1914	US BANK	27060006120	STRIKETHM FUEL	0.00	100.00
1011	93435	09/27/18	1914	US BANK	27060006120	STRIKETHM FUEL	0.00	115.97
1011	93435	09/27/18	1914	US BANK	45094486510	9448.02 SOLAR SUPPLS	0.00	121.17
1011	93435	09/27/18	1914	US BANK	00160006120	AMAZON PRIME MMBSHP	0.00	128.22
1011	93435	09/27/18	1914	US BANK	25570007110	CAMP SUPPLIES	0.00	129.60
1011	93435	09/27/18	1914	US BANK	00150005150	ORGANIZERS	0.00	140.04
1011	93435	09/27/18	1914	US BANK	00150005150	ORGANIZERS/MESH/SHPNR	0.00	167.40
1011	93435	09/27/18	1914	US BANK	25560006180	TENTS/SHADE	0.00	172.37
1011	93435	09/27/18	1914	US BANK	25560006180	JG DINNER-DRINKS	0.00	175.07
1011	93435	09/27/18	1914	US BANK	00150005150	TWL/BINDERS/PADS	0.00	178.19
1011	93435	09/27/18	1914	US BANK	25560006180	FIRST AID SUPPLIES	0.00	184.20
1011	93435	09/27/18	1914	US BANK	00160006120	IMPELLER REPAIR KIT	0.00	193.96
1011	93435	09/27/18	1914	US BANK	00160006170	SUNSCREEN	0.00	211.84
1011	93435	09/27/18	1914	US BANK	25560006180	TENTS/SHADE	0.00	230.94
1011	93435	09/27/18	1914	US BANK	00160006170	SWIM FINS	0.00	242.39
1011	93435	09/27/18	1914	US BANK	25570007110	CAMP FIELD TRIP-08/08	0.00	261.00
1011	93435	09/27/18	1914	US BANK	25560006180	CPR CERT-ELITE SESSN1	0.00	266.00
1011	93435	09/27/18	1914	US BANK	00165006570	EXHAUST FAN-CH RSTRM	0.00	282.50
1011	93435	09/27/18	1914	US BANK	25570007110	CAMP FIELD TRIP-07/31	0.00	300.00
1011	93435	09/27/18	1914	US BANK	45094486510	9448.02 STARTER	0.00	338.62
1011	93435	09/27/18	1914	US BANK	001	PARMA-KOSZEW-2/11	0.00	350.00
1011	93435	09/27/18	1914	US BANK	25560006180	JG DNNR-TABLES/CHAIRS	0.00	374.00
1011	93435	09/27/18	1914	US BANK	00160006170	RANGEFINDER	0.00	375.42
1011	93435	09/27/18	1914	US BANK	25570007110	CAMP FIELD TRIP-08/15	0.00	380.00
1011	93435	09/27/18	1914	US BANK	001	CAMP OUT SUPPLIES	0.00	384.27
1011	93435	09/27/18	1914	US BANK	25570007110	9448.02 STARTER	0.00	397.18
1011	93435	09/27/18	1914	US BANK	25570007110	CAMP FIELD TRIP-07/24	0.00	430.00
1011	93435	09/27/18	1914	US BANK	00160006120	TWLS/BAGS/CLNR/TSSUE	0.00	445.13
1011	93435	09/27/18	1914	US BANK	12050005460	3 DIGITAL CAMERAS	0.00	479.97
1011	93435	09/27/18	1914	US BANK	00160006120	BATTERIES	0.00	511.25
1011	93435	09/27/18	1914	US BANK	25055005570	MOVIE NHT-EQUIP/TECH	0.00	830.00
1011	93435	09/27/18	1914	US BANK	25560006180	HATS FOR JG STAFF	0.00	859.85

PENTAMATION
 DATE: 10/08/2018
 TIME: 09:04:23

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3
 ACCTFA21

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20180922 00:00:00.000' and '20181005 00:00:00.000'
 ACCOUNTING PERIOD: 4/19

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	DESCRIPTION	SALES TAX	AMOUNT
1011	93435	09/27/18	1914	US BANK	001650006530	FOUNTAIN PUMP RPR	0.00	965.29
1011	93435	09/27/18	1914	US BANK	13560006120	ROWING MACHINE	0.00	1,015.00
	TOTAL CHECK						0.00	14,140.07
1011	93436	09/27/18	5336	COLANTUONO, HIGHSMITH, &	65278007820	SDCOE CONSORTIUM-JUL	0.00	87.97
1011	93437	09/27/18	5171	CORELOGIC SOLUTIONS, LLC	00155005550	PROPERTY PRO DATA SEP	0.00	96.83
1011	93438	09/27/18	91	COUNTY OF SAN DIEGO	00160006130	FY 17/18 ANIMAL SRVCS	0.00	2,717.50
1011	93439	09/27/18	127	COX COMMUNICATIONS INC	00150005450	TV BRDCAST 9/10-10/9	0.00	1,163.89
1011	93440	09/27/18	108	DEL MAR BLUE PRINT COMPA	25055005570	BARK IN PARK PRINTING	0.00	31.20
1011	93441	09/27/18	739	DEPARTMENT OF JUSTICE	00150005400	FINGERPRINT APP-AUG	0.00	160.00
1011	93442	09/27/18	5210	COUNTY OF SAN DIEGO	00160006140	PRKNG CITE ADMIN-AUG	0.00	3,628.50
1011	93443	09/27/18	134	DIXIELINE LUMBER CO INC	001650006560	LIGHT BULB	0.00	6.78
1011	93443	09/27/18	134	DIXIELINE LUMBER CO INC	001650006560	LIGHT BULBS	0.00	22.56
1011	93443	09/27/18	134	DIXIELINE LUMBER CO INC	001650006570	PAINT	0.00	41.33
	TOTAL CHECK						0.00	70.67
1011	93444	09/27/18	2062	ENTERPRISE RENT A CAR	27060006120	STRIKTM-07/28-BARRON	0.00	880.04
1011	93445	09/27/18	94	ESGIL CORPORATION	00155005560	BLDG PRMT 07/09-07/13	0.00	2,458.14
1011	93445	09/27/18	94	ESGIL CORPORATION	00160006120	FIRE PRMT 07/09-07/13	0.00	681.98
	TOTAL CHECK						0.00	3,140.12
1011	93446	09/27/18	1985	EXTERIOR PRODUCTS INC	00170007100	60 HORSE RACE BANNER	0.00	2,640.00
1011	93447	09/27/18	223	FEDEX	00150005150	SHIPPING-09/14/18	0.00	90.15
1011	93448	09/27/18	2315	INFRASTRUCTURE ENGINEERI	50998236510	9823-SWR INFLW-TASK#1	0.00	15,930.00
1011	93449	09/27/18	87	ISLA VERDE HOA	20575007530	LANDSCAPE MAINT-SEPT	0.00	425.00
1011	93449	09/27/18	87	ISLA VERDE HOA	20575007530	LANDSCAPE MAINT-AUG	0.00	425.00
1011	93449	09/27/18	87	ISLA VERDE HOA	20575007530	LANDSCAPE MAINT-JUL	0.00	1,275.00
	TOTAL CHECK						0.00	1,275.00
1011	93450	09/27/18	2102	LEGAL SHIELD CORP	001	PPD LEGAL-SEP 18	0.00	90.65
1011	93451	09/27/18	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 07/31/18	0.00	35.00
1011	93451	09/27/18	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 07/31/18	0.00	111.63
1011	93451	09/27/18	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 07/31/18	0.00	507.50
1011	93451	09/27/18	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	REDSTRCT PROF SVC-JUL	0.00	542.50
1011	93451	09/27/18	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 07/31/18	0.00	630.00
1011	93451	09/27/18	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 07/31/18	0.00	1,434.60
1011	93451	09/27/18	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 07/31/18	0.00	1,627.50
1011	93451	09/27/18	1130	MCDUGAL LOVE ECKIS SMIT	00150005250	PROF SERV PE 07/31/18	0.00	5,500.00
	TOTAL CHECK						0.00	10,388.73

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 ACCOUNTING PERIOD: 4/19

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	DESCRIPTION	SALES TAX	AMOUNT
1011	93452	09/27/18	4738	MEDICAL EYE SERVICES	001	EE# - SEPT 18	0.00	-20.34
1011	93452	09/27/18	4738	MEDICAL EYE SERVICES	00150005400	ROUNDING-SEPT 18	0.00	-0.22
1011	93452	09/27/18	4738	MEDICAL EYE SERVICES	001	EE# -SEPT 18	0.00	29.14
1011	93452	09/27/18	4738	MEDICAL EYE SERVICES	001	VISIION SEPTEMBER 18	0.00	455.11
TOTAL CHECK							0.00	463.69
1011	93453	09/27/18	111	MISSION LINEN & UNIFORM	21100007600	LAUNDRY-PUB WORKS	0.00	1.76
1011	93453	09/27/18	111	MISSION LINEN & UNIFORM	50900007700	LAUNDRY-PUB WORKS	0.00	7.05
1011	93453	09/27/18	111	MISSION LINEN & UNIFORM	00165006520	LAUNDRY-PUB WORKS	0.00	7.92
1011	93453	09/27/18	111	MISSION LINEN & UNIFORM	00165006560	LAUNDRY-PUB WORKS	0.00	7.93
1011	93453	09/27/18	111	MISSION LINEN & UNIFORM	00165006530	LAUNDRY-PUB WORKS	0.00	14.09
TOTAL CHECK							0.00	38.75
1011	93454	09/27/18	4557	NEWEGG, INC	00150005450	ADAPTER	0.00	222.57
1011	93455	09/27/18	5391	NIELSEN MERKSAMER	00150005250	REDSTRCT PROF SVC-JUL	0.00	4,506.76
1011	93456	09/27/18	4522	NISSHO OF CALIFORNIA	00165006560	MAINLINE REPAIR-LC	0.00	1,202.31
1011	93457	09/27/18	57	OFFICE TEAM INC.	00150005150	TEMP HELP PE 09/14	0.00	894.35
1011	93458	09/27/18	54	1 STOP TONER & INKJET, L	00170007110	TONER-LC	0.00	107.73
1011	93459	09/27/18	4767	PARTNERSHIPS WITH INDUST	00165006550	TRASH ABTMT PE 08/31	0.00	625.95
1011	93459	09/27/18	4767	PARTNERSHIPS WITH INDUST	00165006570	TRASH ABTMT PE 08/31	0.00	625.95
TOTAL CHECK							0.00	1,251.90
1011	93460	09/27/18	4658	PLACERWORKS, INC	21355005550	1714.20/959 GENEVIEVE	0.00	430.00
1011	93461	09/27/18	1087	PREFERRED BENEFIT INS AD	00150005400	ROUNDING SEPT 18	0.00	-0.07
1011	93461	09/27/18	1087	PREFERRED BENEFIT INS AD	001	EE# TIMING SEPT	0.00	-80.70
1011	93461	09/27/18	1087	PREFERRED BENEFIT INS AD	001	DENTAL SEPTEMBER 18	0.00	2,804.62
TOTAL CHECK							0.00	2,723.85
1011	93462	09/27/18	2260	REDFLEX TRAFFIC SYSTEMS,	00165006540	RED LIGHT CAMERA-AUG	0.00	7,158.00
1011	93463	09/27/18	1040	REVENUE & COST SPECIALIS	00150005300	PRK IMPCT FEE	0.00	4,500.00
1011	93464	09/27/18	257	SAN DIEGO COUNTY SHERIFF	00160006110	FY19 CAL ID Q1 & Q2	0.00	1,395.00
1011	93465	09/27/18	5502	SAN DIEGO HUMANE SOCIETY	00160006130	FY19 ANIMAL SVC-JUL	0.00	6,920.58
1011	93466	09/27/18	86	SAN ELIJO HILLS II HOA	20775007550	LANDSCAPE MAINT-SEPT	0.00	6,550.00
1011	93466	09/27/18	86	SAN ELIJO HILLS II HOA	20775007550	LANDSCAPE MAINT-AUG	0.00	6,550.00
1011	93466	09/27/18	86	SAN ELIJO HILLS II HOA	20775007550	LANDSCAPE MAINT-JUL	0.00	6,550.00
TOTAL CHECK							0.00	19,650.00
1011	93467	09/27/18	88	SANTA FE HILLS HOA	20475007520	LANDSCAPE MAINT-JULY	0.00	12,250.00
1011	93467	09/27/18	88	SANTA FE HILLS HOA	20475007520	LANDSCAPE MAINT-AUG	0.00	12,250.00
1011	93467	09/27/18	88	SANTA FE HILLS HOA	20475007520	LANDSCAPE MAINT-SEPT	0.00	12,250.00
TOTAL CHECK							0.00	36,750.00

CITY OF SOLANA BEACH, CA
CHECK REGISTER - DISBURSEMENT FUND

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ACCOUNTING PERIOD: 4/19

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	DESCRIPTION	SALES TAX	AMOUNT
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	20475007520	GRP 6-01 08/02-08/31	0.00	10,024.42
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	00165006560	005506015 07/17-09/14	0.00	136.32
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	00165006560	005506016 07/17-09/14	0.00	383.54
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	00165006560	005979003 07/17-09/14	0.00	831.91
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	20375007510	005979004 07/17-09/14	0.00	472.96
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	20375007510	007732000 07/17-09/14	0.00	182.52
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	00165006560	005506018 08/02-08/31	0.00	1,145.26
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	00165006560	005506019 08/02-08/31	0.00	603.61
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	20875007580	005506020 08/02-08/31	0.00	2,158.81
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	00165006520	005506014 08/02-08/31	0.00	220.83
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	50900007700	005506014 08/02-08/31	0.00	662.51
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	00165006530	011695000 08/02-08/31	0.00	31.88
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	00165006550	011695000 08/02-08/31	0.00	95.63
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	00165006560	005506000 08/02-08/31	0.00	148.20
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	00165006560	005506001 08/02-08/31	0.00	85.08
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	00165006560	005506002 08/02-08/31	0.00	448.63
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	20875007580	005506003 08/02-08/31	0.00	136.32
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	00165006560	005506004 08/02-08/31	0.00	85.08
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	00165006560	005506005 08/02-08/31	0.00	220.48
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	00165006560	005506006 08/02-08/31	0.00	136.32
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	00165006560	005506007 08/02-08/31	0.00	108.18
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	00165006570	005506008 08/02-08/31	0.00	383.95
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	00165006560	005506009 08/02-08/31	0.00	85.08
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	00165006560	005506010 08/02-08/31	0.00	242.15
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	00165006560	005506011 08/02-08/31	0.00	323.89
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	00165006560	005506012 08/02-08/31	0.00	2,144.17
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	20375007510	005979001 08/02-08/31	0.00	641.28
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	00165006560	005979001 08/02-08/31	0.00	116.43
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	00165006560	005506014 FY2018 ADJ	0.00	-2,490.06
1011	93469	09/27/18	141	SANTA FE IRRIGATION DIST	00165006520	005506014 FY2018 ADJ	0.00	22,419.07
TOTAL CHECK								
1011	93470	09/27/18	169	SDG&E CO INC	00165006540	UTILITIES-7/31-9/6	0.00	386.89
1011	93470	09/27/18	169	SDG&E CO INC	00165006530	UTILITIES-7/31-9/6	0.00	426.55
1011	93470	09/27/18	169	SDG&E CO INC	00165006570	UTILITIES-7/31-9/6	0.00	3,409.52
1011	93470	09/27/18	169	SDG&E CO INC	21100007600	UTILITIES-7/31-9/6	0.00	6,563.56
1011	93470	09/27/18	169	SDG&E CO INC	00165006540	UTILITIES-08/05-09/06	0.00	970.38
1011	93470	09/27/18	169	SDG&E CO INC	00165006530	UTILITIES-08/05-09/06	0.00	1,193.77
1011	93470	09/27/18	169	SDG&E CO INC	20375007510	UTILITIES-08/05-09/06	0.00	2,300.60
1011	93470	09/27/18	169	SDG&E CO INC	00165006570	UTILITIES-08/05-09/06	0.00	6,507.02
TOTAL CHECK								
1011	93471	09/27/18	3909	SECTRAN SECURITY INC	12050005460	COURIER SVC-SEPT	0.00	106.00
1011	93471	09/27/18	3909	SECTRAN SECURITY INC	12050005460	COURIER SVC FUEL-SEPT	0.00	13.78
TOTAL CHECK								
1011	93472	09/27/18	450	SWRCB	50998336510	9833 CAT2 WSTE DISCH	0.00	4,700.00
1011	93473	09/27/18	4606	T & T JANITORIAL, INC	00165006570	JANITORIAL SVC-AUG	0.00	3,975.00
1011	93474	09/27/18	4959	TELECOM LAW FIRM	21355005550	1717.32/514 VIA DE LA	0.00	1,926.00

CITY OF SOLANA BEACH, CA
CHECK REGISTER - DISBURSEMENT FUND

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FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	DESCRIPTION	SALES TAX	AMOUNT
1011	93475	09/27/18	4534	TRAFFIC SUPPLY, INC	00165006540	CRSSWALK/BIKE SIGNS	0.00	838.98
1011	93476	09/27/18	1458	THE UNIFORM SPECIALIST	00160006120	SHIRTS-HOGAN	0.00	108.23
1011	93476	09/27/18	1458	THE UNIFORM SPECIALIST	00160006120	SHIRTS-CANNON	0.00	124.47
	TOTAL CHECK							232.70
1011	93477	09/27/18	1414	UNION BANK OF CALIFORNIA	50900007700	2017 SEJPA TRSTEE FEE	0.00	1,667.50
1011	93478	09/27/18	30	VERIZON WIRELESS-SD	00160006140	CODES CELL 7/29-8/28	0.00	1.68
1011	93478	09/27/18	30	VERIZON WIRELESS-SD	27060006120	CSA17 IPAD 7/29-8/28	0.00	114.03
1011	93478	09/27/18	30	VERIZON WIRELESS-SD	00160006120	FIRE CELL 7/29-8/28	0.00	200.90
1011	93478	09/27/18	30	VERIZON WIRELESS-SD	00160006120	BC CELL 7/29-8/28	0.00	35.75
	TOTAL CHECK							352.36
1011	93479	09/27/18	4763	WESTERN AUDIO VISUAL	00150005450	CHMRS TECH-JUL-SEPT	0.00	1,497.00
1011	93480	10/04/18	5137	ABLE PATROL & GUARD, INC	00165006530	KABOO SECURITY-9/16/18	0.00	525.00
1011	93481	10/04/18	1135	AFFORDABLE PIPELINE SERV	50900007700	I-SEWER CLEANING	0.00	425.00
1011	93481	10/04/18	1135	AFFORDABLE PIPELINE SERV	00165006520	H-STORM DRAIN MAINT	0.00	1,140.00
	TOTAL CHECK							1,565.00
1011	93482	10/04/18	5321	APPLIED VOICE & SPEECH T	00150005450	VOICEMAIL SFTWR MAINT	0.00	2,050.67
1011	93483	10/04/18	4832	AT&T CALNET 3	00160006170	9391053651 8/25-9/24	0.00	227.47
1011	93483	10/04/18	4832	AT&T CALNET 3	00160006170	9391019469 8/20-9/19	0.00	25.57
1011	93483	10/04/18	4832	AT&T CALNET 3	00160006150	9391012275 8/24-9/23	0.00	164.68
1011	93483	10/04/18	4832	AT&T CALNET 3	00160006150	9391012275 7/24-8/23	0.00	165.13
1011	93483	10/04/18	4832	AT&T CALNET 3	00150005450	9391012378 8/24-9/23	0.00	2,308.46
1011	93483	10/04/18	4832	AT&T CALNET 3	00150005450	9391012282 8/24-9/23	0.00	19.38
1011	93483	10/04/18	4832	AT&T CALNET 3	00150005450	9391053641 8/24-9/23	0.00	164.68
1011	93483	10/04/18	4832	AT&T CALNET 3	00150005450	9391062899 8/24-9/23	0.00	164.68
1011	93483	10/04/18	4832	AT&T CALNET 3	00165006540	9391012279 8/24-9/23	0.00	43.24
1011	93483	10/04/18	4832	AT&T CALNET 3	50900007700	9391012277 8/24-9/23	0.00	13.37
	TOTAL CHECK							3,296.66
1011	93484	10/04/18	3069	JOSHUA BLEA	00165006530	MILEAGE-09/15/18	0.00	27.25
1011	93484	10/04/18	3069	JOSHUA BLEA	50900007700	MILEAGE-09/15/18	0.00	27.25
	TOTAL CHECK							54.50
1011	93485	10/04/18	4967	RONALD BORROMEO	001	APWA-BORROMEO-9/18/18	0.00	-99.00
1011	93485	10/04/18	4967	RONALD BORROMEO	00165006520	APWA-BORROMEO-9/18/18	0.00	118.95
	TOTAL CHECK							19.95
1011	93486	10/04/18	3480	BUSINESS PRINTING COMPAN	00160006140	BUS CARD-JEMISON/FARL	0.00	155.77
1011	93487	10/04/18	4279	CITY PLACE PLANNING, INC	00155005550	ON-CALL SVC-JUL	0.00	2,722.50
1011	93488	10/04/18	127	COX COMMUNICATIONS INC	00150005450	CITYINTRNF 9/19-10/18	0.00	645.89
1011	93489	10/04/18	1964	CSAC EXCESS INSURANCE AU	00150005400	FY18/19 EAP OCT-DEC	0.00	468.00

PENTAMATION
 DATE: 10/08/2018
 TIME: 09:04:23

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 7
 ACCITPA21

SELECTION CRITERIA: transact_gl_cash='1011' and transact_ck_date between '20180922 00:00:00.000' and '20181005 00:00:00.000'
 ACCOUNTING PERIOD: 4/19

FUND - 001 - GENERAL FUND

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1011	93490	10/04/18	108	DEL MAR BLUE PRINT COMPA	001700007100	PHOTO CNTST FLYER	0.00	68.51
1011	93491	10/04/18	134	DIXIELINE LUMBER CO INC	00165006570	ALUMINUM CABLE/BITS	0.00	32.25
1011	93491	10/04/18	134	DIXIELINE LUMBER CO INC	00165006530	KEY CUT	0.00	9.65
1011	93491	10/04/18	134	DIXIELINE LUMBER CO INC	00165006530	WOOD BORING BIT	0.00	10.46
1011	93491	10/04/18	134	DIXIELINE LUMBER CO INC	00165006570	SWTCH BOX/CLAMP/OUTLT	0.00	24.55
	TOTAL CHECK						0.00	76.91
1011	93492	10/04/18	5296	DOG WASTE DEPOT	00165006520	23 MUFT-MITT CARTONS	0.00	1,486.70
1011	93493	10/04/18	5495	ELEMENT 13 PRODUCTS	00160006120	ACCOUNTABILITY TAGS	0.00	81.89
1011	93494	10/04/18	391	REGIONAL TRAINING CENTER	00150005200	CCMA FEE FY18/19	0.00	1,500.00
1011	93495	10/04/18	3299	HELIX ENVIRONMENTAL	21355005550	1716.01/694 VIA DE LA	0.00	1,330.83
1011	93496	10/04/18	11	ICMA RETIREMENT TRUST-45	001	ICMA PD 10/05/18	0.00	10,389.14
1011	93497	10/04/18	3859	ICMA RETIREMENT TRUST-RH	001	ICMA PD 10/05/18	0.00	1,999.58
1011	93498	10/04/18	4926	SKYE MIRANDON-HUNTER	001	RE-ISSUE PR CHK#47540	0.00	55.10
1011	93499	10/04/18	111	MISSION LINEN & UNIFORM	21100007500	LAUNDRY-PUB WORKS	0.00	1.69
1011	93499	10/04/18	111	MISSION LINEN & UNIFORM	50900007700	LAUNDRY-PUB WORKS	0.00	6.75
1011	93499	10/04/18	111	MISSION LINEN & UNIFORM	00165006520	LAUNDRY-PUB WORKS	0.00	7.59
1011	93499	10/04/18	111	MISSION LINEN & UNIFORM	00165006560	LAUNDRY-PUB WORKS	0.00	7.60
1011	93499	10/04/18	111	MISSION LINEN & UNIFORM	00165006530	LAUNDRY-PUB WORKS	0.00	13.50
	TOTAL CHECK						0.00	37.13
1011	93500	10/04/18	5129	KAYLA MOSHKI	001700007100	MILEAGE-09/24/18	0.00	23.98
1011	93500	10/04/18	5129	KAYLA MOSHKI	001700007100	SHORE LNS PHOTO SUPL	0.00	25.00
	TOTAL CHECK						0.00	48.98
1011	93501	10/04/18	5391	NIELSEN MERKSAMER	00150005250	REDSTRCT PROF SVC-AUG	0.00	3,302.00
1011	93502	10/04/18	4767	PARTNERSHIPS WITH INDUST	00165006550	TRASH ABTMT PE09/15	0.00	476.80
1011	93502	10/04/18	4767	PARTNERSHIPS WITH INDUST	00165006570	TRASH ABTMT PE09/15	0.00	476.81
1011	93502	10/04/18	4767	PARTNERSHIPS WITH INDUST	00165006550	TRASH ABTMT PE07/15	0.00	574.99
1011	93502	10/04/18	4767	PARTNERSHIPS WITH INDUST	00165006570	TRASH ABTMT PE07/15	0.00	574.99
	TOTAL CHECK						0.00	2,103.59
1011	93503	10/04/18	5503	PAUL HEIDEMANN	001	RFND-SBGR305/716 RAWL	0.00	12,903.00
1011	93504	10/04/18	5361	HABITAT PROTECTION, INC	00165006570	PEST CONTROL-SEP-LC	0.00	30.00
1011	93504	10/04/18	5361	HABITAT PROTECTION, INC	00165006570	PEST CONTROL-SEP-FC	0.00	30.00
1011	93504	10/04/18	5361	HABITAT PROTECTION, INC	00165006570	PEST CONTROL-SEP-PW	0.00	30.00
1011	93504	10/04/18	5361	HABITAT PROTECTION, INC	00165006570	PEST CONTROL-SEP-MS	0.00	30.00
1011	93504	10/04/18	5361	HABITAT PROTECTION, INC	00165006570	PEST CONTROL-SEP-FS	0.00	35.00
1011	93504	10/04/18	5361	HABITAT PROTECTION, INC	00165006570	PEST CONTROL-SEP-CH	0.00	45.00
1011	93504	10/04/18	5361	HABITAT PROTECTION, INC	00165006570	AS NEED PST CNRL-MS	0.00	25.00
	TOTAL CHECK						0.00	225.00

PENTAMATION
 DATE: 10/08/2018
 TIME: 09:04:23

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 8
 ACCTPAZ1

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20180922 00:00:00.000' and '20181005 00:00:00.000'
 ACCOUNTING PERIOD: 4/19

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	DESCRIPTION	SALES TAX	AMOUNT
1011	93505	10/04/18	1112	RANCHO SANTA FE SECURITY	00165006560	RESTRM LCK/UNLOCK-SEP	0.00	529.42
1011	93505	10/04/18	1112	RANCHO SANTA FE SECURITY	00165006560	ALARM MONITORING-SEP	0.00	205.09
	TOTAL CHECK						0.00	734.51
1011	93506	10/04/18	257	SAN DIEGO COUNTY SHERIFF	001	CR TWO FEE-AUG	0.00	-328.26
1011	93506	10/04/18	257	SAN DIEGO COUNTY SHERIFF	001	CR TOW FEE-JUL	0.00	-273.55
1011	93506	10/04/18	257	SAN DIEGO COUNTY SHERIFF	21960006110	LAW ENFORCEMENT-AUG	0.00	8,537.64
1011	93506	10/04/18	257	SAN DIEGO COUNTY SHERIFF	21960006110	LAW ENFORCEMENT-JULY	0.00	8,537.64
1011	93506	10/04/18	257	SAN DIEGO COUNTY SHERIFF	00160006110	LAW ENFORCEMENT-AUG	0.00	339,705.36
1011	93506	10/04/18	257	SAN DIEGO COUNTY SHERIFF	00160006110	LAW ENFORCEMENT-JULY	0.00	339,705.36
	TOTAL CHECK						0.00	695,884.19
1011	93507	10/04/18	5502	SAN DIEGO HUMANE SOCIETY	00160006130	FY19 ANIMAL SVC-AUG	0.00	6,920.58
1011	93507	10/04/18	5502	SAN DIEGO HUMANE SOCIETY	00160006130	FY19 ANIMAL SVC-SEP	0.00	6,920.58
	TOTAL CHECK						0.00	13,841.16
1011	93508	10/04/18	115	SAN DIEGUITO RIVER VALLE	00150005100	FY18/19 MEMBER ASSESS	0.00	71,997.00
1011	93509	10/04/18	314	SAN ELIJO JPA	50900007700	Q1 MAINT & OP	0.00	396,569.00
1011	93510	10/04/18	156	SHARP REES-STEALY MEDICA	00150005400	PRE-EMPLOYMENT SCREEN	0.00	315.00
1011	93510	10/04/18	156	SHARP REES-STEALY MEDICA	00150005400	ONSITE FLU SHOTS	0.00	700.00
	TOTAL CHECK						0.00	1,015.00
1011	93511	10/04/18	1459	JASON SHOOK	00150005400	SHOOK-EMS PLNG & DEVP	0.00	675.00
1011	93512	10/04/18	4281	SIEMENS INDUSTRY, INC	00165006540	TRAFFIC SGNL MNT-AUG	0.00	993.92
1011	93512	10/04/18	4281	SIEMENS INDUSTRY, INC	00165006540	TRAFFIC CALL OUT-AUG	0.00	943.70
1011	93512	10/04/18	4281	SIEMENS INDUSTRY, INC	21100007600	ST LIGHT REPAIR-AUG	0.00	1,403.26
	TOTAL CHECK						0.00	3,340.88
1011	93513	10/04/18	13	SOLANA BEACH FIREFIGHTER	001	FD DUES PD 10/05/18	0.00	778.50
1011	93514	10/04/18	280	SPARKLETT'S INC	00165006570	RFND CUPS NOT ORDERED	0.00	-68.59
1011	93514	10/04/18	280	SPARKLETT'S INC	00165006570	DRINK WATER-AUG-PW	0.00	136.37
	TOTAL CHECK						0.00	67.78
1011	93515	10/04/18	4606	T & T JANITORIAL, INC	00170007110	FCCC-08/04,08/05,8/11	0.00	210.00
1011	93516	10/04/18	1458	THE UNIFORM SPECIALIST	00160006120	MITCHELL-PANTS/SHIRTS	0.00	1,057.49
1011	93516	10/04/18	1458	THE UNIFORM SPECIALIST	00160006120	SIBERELL-PANTS/SHIRT	0.00	528.21
	TOTAL CHECK						0.00	1,585.70
1011	93517	10/04/18	12	UNITED WAY OF SAN DIEGO	001	UNITED WY PD 10/05/18	0.00	40.00
1011	93518	10/04/18	3723	WAGEWORKS	00150005400	FSA ADMIN-SEP	0.00	118.25
	TOTAL CASH ACCOUNT						0.00	1,440,045.68
	TOTAL FUND						0.00	1,440,045.68

PENTAMATION
DATE: 10/08/2018
TIME: 09:04:23

PAGE NUMBER: 9
ACCTPA21

CITY OF SOLANA BEACH, CA
CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.gl_cash='1011' and transact.ck_date between '20180922 00:00:00.000' and '20181005 00:00:00.000'
ACCOUNTING PERIOD: 4/19

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
							0.00	1,440,045.68

TOTAL REPORT



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: October 24, 2018
ORIGINATING DEPT: Finance
SUBJECT: Report on Changes Made to the General Fund Adopted Budget for Fiscal Year 2018-2019

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 October 12, 2018.

DISCUSSION:

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

GENERAL FUND - ADOPTED BUDGET PLUS CHANGES As of October 12, 2018					
Action	Description	Revenues	Expenditures	Transfers from GF	Net Surplus
Reso 2017-095	Adopted Budget	17,916,600	(17,098,600)	(401,600) (1)	\$ 416,400
Reso 2018-070	Fiscal Year 2018/19 Appropriation Revisions	76,100	(229,900)	-	262,600
Reso 2018-089	Crossing Guards	38,507	(59,242)	-	241,865
Reso 2018-101	SBFA MOU	-	(185,425)	-	56,440
Reso 2018-093	City-Wide Janitorial Services	-	(8,620)	-	47,820
Reso 2018-117	Crossing Guards	19,253	(29,620)	-	37,453
Reso 2018-128	Pers Side Fund	-	155,700	-	193,153
(1)	Transfers to:				
	Debt Service for Public Facilities		151,100		
	City CIP Fund		250,500	401,600	

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA

COUNCIL ACTION:

FISCAL IMPACT:

N/A

WORK PLAN:

N/A

OPTIONS:

- Receive the report.
- Do not accept the report

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council receive the report listing changes made to the FY 2018-2019 General Fund Adopted Budget.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: October 24, 2018
ORIGINATING DEPT: Engineering Department
SUBJECT: **Council Consideration of Resolution No. 2018-136 – Award Construction Contract for Americans with Disability Act (ADA) Pedestrian Ramps**

BACKGROUND:

At the September 14, 2016 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) 2017/18 CDBG improvement project and issued a notice to proceed on April 30, 2018.

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

This item is before the City Council to consider approving Resolution 2018-136 (Attachment 1) awarding a construction contract to the lowest responsible and responsive bidder, LC Paving & Sealing, for the construction of ADA pedestrian ramps at various locations.

DISCUSSION:

On October 4, 2018, seven bids for ADA Pedestrian Ramps, Bid 2018-05, were received and publicly opened by the City Clerk. The bid results are listed on the next page.

CITY COUNCIL ACTION:

Bid Results

Contractors	Base Bid
LC Paving & Sealing	\$ 45,300
Ray White Cement	\$ 52,300
Blue Pacific Engineering & Construction	\$ 73,000
PAL General Engineering	\$ 74,350
Tri Group Construction	\$ 77,000
Eagle Paving	\$ 80,750
Victor Concrete	\$ 114,800

The lowest bid submitted by LC Paving & Sealing was found to be complete and responsive to the bid specifications. Prior work references were checked and found to be satisfactory, and LC Paving & Sealing has a valid contractor's license. Staff is recommending that LC Paving & Sealing be awarded the construction contract. The contract duration is 15 working days (three weeks) and Staff anticipates the project to be completed by the end of the year.

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 \$42,500 in CDBG funds for FY 2017/18, which would be appropriated with the attached resolution. In addition to CDBG funds, Staff is recommending using available funds in the City CIP fund for \$4,800 as described in the Project Funding table below. In addition to the \$45,300 contract amount, Staff is recommending a construction contingency of \$2,000 for unforeseen conditions and unanticipated changes, for a total construction budget of \$47,300.

Project Funding

CDBG Funding	\$42,500
City CIP Fund	2,800
Total Contract Amount	\$ 45,300
Contingency: City CIP Fund	2,000
Total Project Budget	\$47,300

WORK PLAN:

N/A

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 2018-136:

1. Awarding the construction contract to LC Paving & Sealing in the amount of \$45,300 for the ADA Pedestrian Ramps, Bid 2018-05.
2. Approving an amount of \$2,000 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 \$42,500 to the Federal Grants revenue account and to the ADA Pedestrian Ramps CIP project, both in the CDBG fund.
6. Appropriating \$4,800 to the ADA Pedestrian Ramps CIP project in the City CIP fund.
7. Authorizing the City Treasurer to amend the FY 2018/19 Adopted Budget accordingly.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution No. 2018-136
2. List of ADA Ramp Locations

RESOLUTION 2018 - 136

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

WHEREAS, on September 14, 2016, 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 \$42,500; and

WHEREAS, on October 4, 2018, seven bids for ADA Pedestrian Ramps, Bid 2018-05, were received and publicly opened by the City Clerk. At that time, it was determined that LC Paving & Sealing was the apparent low bidder with a construction estimate of \$45,300, and it was determined LC Paving & Sealing's bid was complete and responsive to the bid specifications; and

WHEREAS, Staff recommends a contingency of \$2,000 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 LC Paving & Sealing, in the amount of \$45,300 for the ADA Pedestrian Ramps, Bid 2018-05.
3. That the City Council approves an amount of \$2,000 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 \$42,500 to the Federal Grants revenue account and to the ADA Pedestrian Ramps CIP project, both in the CDBG fund.

7. The the City Council appropriates \$4,800 to the ADA Pedestrian Ramps CIP project in the City CIP fund.
8. That the City Council authorizes the City Treasurer to amend the FY 2018/19 Adopted Budget accordingly.

PASSED AND ADOPTED this 24th day of October, 2018, 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 –

DAVID A. ZITO, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

EXHIBIT A - LIST OF RAMP LOCATIONS

No.	Cross Streets		Corner	Ramp Type	Exist. S/W Width	Ramp Landing Width
1	Santa Rosita	Santa Carina	NW	Type C	4	4
2	Santa Rosita	Santa Carina	SW	Type C	4	4
3	Santa Florencia	Santa Paula	NE	Type C	4	4
4	Santa Florencia	Santa Paula	SE	Type C	4	4
5	Santa Florencia	Santa Olivia	NE	Type C	4	4
6	Santa Florencia	Santa Olivia	SE	Type C	4	4
7	Santa Florencia	Santa Queta	NE	Type C	4	4
8	Santa Florencia	Santa Queta	SE	Type C	4	4
9	Sun Valley Road	Camino Santa Barbara	NW	Type C	4.5	6
10	Sun Valley Road	Camino Santa Barbara	NE	Type C	4.5	6
11	Sun Valley Road	Camino Catalina	NW	Type C	4.5	6
12	Sun Valley Road	Camino Catalina	NE	Type C	4.5	6
13	Sun Valley Road	Santo Tomas Dr.	NW	Type C	4.5	6
14	Sun Valley Road	Santo Tomas Dr.	NE	Type C	4.5	6
15	North Cedros Ave	East Cliff Street	SW	Type B	5	4

Construct pedestrian ramps in accordance with the San Diego Regional Standard Drawings. For all Type C Ramps per G-29, the minimum landing widths (back of curb to back of landing) shall be per table above. Type B ramp per G-27.

Work shall include traffic control, saw-cutting, demolition and asphalt pavement patching. Relocate irrigation sprinkler heads as needed to construct ramps.

Existing sidewalk width and ramp landing width excludes 6" curb width.

Truncated domes shall be yellow.



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: City Attorney's Office
MEETING DATE: October 24, 2018
ORIGINATING DEPT: City Attorney's Office
SUBJECT: **Consideration of the Third Amendment to City Manager's Employment Agreement**

BACKGROUND:

On May 22, 2015, the City of Solana Beach ("City") entered into an employment agreement with Gregory Wade as City Manager ("Agreement"). On September 14, 2016, the City entered into the First Amendment to Employment Agreement with City Manager Wade. The Second Amendment to the Employment Agreement was approved on October 11, 2017.

The item is before the City Council to consider approval of the Third Amendment to the City Manager's Agreement.

DISCUSSION:

Upon review and consideration of a merit increase, the Mayor recommends for the City Manager's annual base salary be increased to \$215,280.00 effective July 1, 2018. This salary amount reflects a four percent (4%) increase. The increase would be reflected in an amendment to Section 5(A)(1)(a) of the Agreement. It is also recommended that the annual deferred compensation be increased by \$10,000.00 for a total of \$22,000.00, effective July 1, 2018. The increase would be reflected in an amendment to Section 5(B)(6) of the Agreement. All other terms would remain in full force and effect.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

COUNCIL ACTION:

FISCAL IMPACT:

The total fiscal impact of the amendment would be an additional \$18,280 per year. There are sufficient funds allocated in the FY 2018/19 budget.

WORK PLAN:

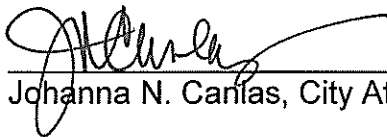
N/A

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council consider and, if acceptable, adopt Resolution 2018-123 authorizing the Mayor to execute the Third Amendment to the Employment Agreement between the City of Solana Beach and Gregory Wade to reflect the four percent increase in base salary and the additional ten thousand dollars towards Deferred Compensation.



Johanna N. Canlas, City Attorney

Attachments:

1. Resolution 2018-123
2. Third Amendment to City Manager Employment Agreement

RESOLUTION 2018-123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SOLANA BEACH AND GREGORY WADE

WHEREAS, on May 22, 2015, the City of Solana Beach ("City") entered into a three-year employment agreement with Gregory Wade for City Manager services ("Agreement"); and

WHEREAS, on September 14, 2016, the City and Gregory Wade entered into the First Amendment to Employment Agreement ("First Amendment"); and

WHEREAS, on October 11, 2017, the City and Gregory Wade entered into the Second Amendment to the Employment Agreement ("Second Amendment") and

WHEREAS, the Agreement provides for annual performance and compensation review; and

WHEREAS, Mr. Wade's performance evaluation was conducted this summer; and

WHEREAS, the City Council has determined that increases to the City Manager's annual base salary and deferred compensation are merited; and

WHEREAS, the Third Amendment to the Agreement ("Third Amendment") is necessary to reflect these revisions.

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 Mayor to execute the Third Amendment to the Employment Agreement between the City of Solana Beach and Gregory Wade.

PASSED AND ADOPTED this 24th day of October 2018, 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 –

DAVID A. ZITO, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

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

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

RECITALS

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

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

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

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

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

5. COMPENSATION

A. Compensation and Required Employer Costs

(1) Base Salary

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

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

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

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

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

CITY OF SOLANA BEACH

OFFICER

By: _____
David Zito, Mayor

By: _____
Gregory Wade

APPROVED AS TO FORM

By: _____
Johanna Canlas, City Attorney



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: October 24, 2018
ORIGINATING DEPT: City Clerk's Department
SUBJECT: **Council Consideration of Resolution 2018-139
City's Conflict of Interest Code Required Update**

BACKGROUND:

The City's Conflict of Interest Code designates positions that require disclosure of certain financial interest positions.

Pursuant to Government Code Section 87306, state law requires every agency to amend its Conflict of Interest Code "when change is necessitated by changed circumstances, including the creation of new positions and relevant changes in the duties assigned to existing positions" and/or review annually for updates in or by October.

This item is before Council for the purpose of reviewing and adopting the proposed changes to the Solana Beach Conflict of Interest Code amending certain position titles.

DISCUSSION:

The past addition or modifications of job titles has triggered an update to the City's Conflict of Interest Code. These include Assistant City Manager and Sr. Code.

Pursuant to Government Code 87306, any amendments to the code must be submitted to the code reviewing body, the City Council, within 90 days once the need for an amendment has become apparent and/or by October.

CEQA COMPLIANCE STATEMENT: N/A

FISCAL IMPACT: N/A

WORK PLAN: N/A

CITY COUNCIL ACTION:

OPTIONS:

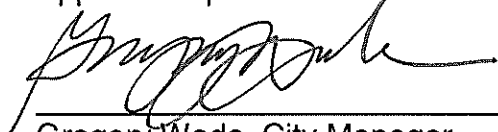
- Approve Staff recommendation.
- Deny Staff recommendation and provide direction.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2018-139 adopting an amended Solana Beach Conflict of Interest Code.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2018-139 with Exhibit A (Conflict of Interest Code)

RESOLUTION 2018-139

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, ADOPTING AN UPDATED CONFLICT OF INTEREST CODE

WHEREAS, pursuant to Government Code Section 87300, the Political Reform Act (PRA) requires all local governmental agencies to adopt conflict of interest codes applicable to every officer, employee, member or consultant of the agency whose position entails the making, or participating in the making, of decisions which may foreseeably have a material financial effect on any financial interest, and the Code requires such designated employees to disclose and disqualify themselves from making, participating in, or attempting to influence such decisions; and

WHEREAS, the City adopted a Conflict of Interest Code that incorporated Fair Political Practices Commission Reg. 18730 by reference with Resolution 1987-11 and last updated the Code in 2016; and

WHEREAS, State Law requires local Conflict of Interest Codes to be amended when changed circumstances arise such as the creation of new positions or relevant changes in the duties assigned to existing positions; and

WHEREAS, the City occasionally modifies job titles as necessary thereby requiring amendments to the City's current Conflict of Interest Code, as noted on Exhibit A; and

WHEREAS, local government agencies are required by Government Code Section 87311 to amend the code according to procedures that guarantee to officers, employees, members, consultants, and residents of the jurisdiction adequate notice and a fair opportunity to present their views.

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

1. The above recitations are true and correct.
2. That the City's Conflict of Interest Code be amended due to reclassification of designated employee positions resulting in modified titles.
3. That the Solana Beach City Council, Redevelopment Agency, Successor Agency, and Public Financing Authority of the City of Solana Beach do hereby adopt the attached Conflict of Interest Code, Exhibit A.

PASSED AND ADOPTED this 24th day of October 2018, 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

**CITY OF SOLANA BEACH
CONFLICT OF INTEREST CODE**

The Political Reform Act of 1974 (Government Code Sections 81000 et. seq.) requires local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Section 18730) that contains the terms of a standard conflict of interest code and may be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform act.

Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating positions and establishing disclosure requirements shall constitute the Conflict of Interest Code for the City of Solana Beach.

Individuals holding designated positions shall file their statements with the City Clerk's Office, which will retain the statements and make the statements available for public inspection and reproduction. (Gov. Code Section 81008.)

APPENDIX

Disclosure Categories

Individuals holding designated positions must report their interests according to the following disclosure category(ies) to which their position has been assigned.

Category 1: All Sources

Interests in real property (not including primary residence) located within the City or within two miles of the City; and investments and business positions in business entities, and income, including loans, gifts, and travel payments *from all sources*.

Category 2: Agency Specific

Interests in real property (not including primary residence) located within the City or within two miles of the City; investments and business positions in business entities doing business with the City and/or located in San Diego County; and income, including but not limited to loans, gifts, and travel payments, from sources in San Diego County, and/or from sources outside the County whose economic position may be affected by decisions or recommendations made *by the agency at all levels*.

Category 3: Department Specific

Interests in real property (not including primary residence) located within the City or within two miles of the City; investments and business positions in business entities located in San Diego County; and income, including loans, gifts, and travel payments from sources whose economic position may be affected by the decisions or recommendations made *by the department to which the filer is assigned duties*.

Category 4: Property/Facilities Entitlement

Interests in real property (not including primary residence) located within the City or within two miles of the City; investments and business positions in business entities located in San Diego County; and income, including loans, gifts, and travel payments from sources *that are of the type to request an entitlement to use agency property or facilities*, including, but not limited to: a license; a facilities use permit; or a vendor permit.

Category 5: Commission/Consultant Specific

Interests in real property (not including primary residence) located within the City or within two miles of the City; investments and business positions in business entities doing business with the City and/or located in San Diego County; and income, including but not limited to loans, gifts, and travel payments, from sources in San Diego County, and/or from sources outside the County, whose economic position may be affected by the decisions or recommendations *of the designated commission or consultant*.

The following designated positions, when active, file according to the assigned categories associated with their title.

Designated Positions

Disclosure Categories

Legislative Bodies other than City Council:

Public Financing Authority Officers/Members	1
Housing Authority.....	1
Successor Agency for the Redevelopment Agency.....	1
Oversight Board to the Successor Agency for the Redevelopment Agency	1

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City Staff:

Deputy City Manager/Dir. Of Admin Services	2
Assistant City Manager	2
Assistant to the City Manager.....	2
Deputy City Attorney(s)	2
Management Analyst	3
Human Resources Manager.....	3
Senior Human Resources Analyst	3
City Clerk-(also acts as Secretary of RDA)	1
Deputy City Clerk.....	3
Network Systems Engineer	3
Information Technology Manager	3
Recreation Manager.....	3, 4
Community Services Coordinator	3
Finance Director.....	3
Finance Manager.....	3
Community Development Director.....	2
Principal Planner.....	3
Assistant Planner.....	3
Associate Planner	3
Junior Planner.....	3
Senior Planner	3
City Engineer/Public Works Director.....	2
Principal Civil Engineer	3
Associate Civil Engineer.....	3
Assistant Civil Engineer	3
Public Works Operations Manager	3
Building Inspector	3
Public Works Inspector.....	3
Environmental Programs Manager	3
Building Officials	3
Code Compliance Officer	3, 4
Sr. Code Compliance Officer.....	3, 4
Parking Control Officer.....	3
Code Enforcement Specialist	3
Code Compliance Specialist.....	3
Deputy Fire Chief/Fire Marshal.....	3, 4
Fire Chief/Public Safety Director.....	2
Fire Battalion Chief	2
Marine Safety Captain.....	2
Marine Safety Lieutenant	3

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Non-City Employees:

Budget and Finance Commission Members	2
Climate Action Commission Members	2
Parks and Recreation Commission Members	5
Public Arts Commission Members.....	5
View Assessment Commission Members	5
Consultants.....	5

I.

I. Consultants shall be included in the list of designated positions and shall disclose in accordance with the disclosure requirements in this code if the consultant, pursuant to a contract either (Reg.18701(2)):

1. Makes a governmental decision whether to:
 - Approve a rate, rule or regulation;
 - Adopt or enforce a law;
 - Issue, deny, suspend, or revoke a permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
 - Grant agency approval to a contract which requires agency approval and in which the agency is a party to the specifications for such a contract;
 - Grant agency approval to a plan, design, report study, or similar item;
 - Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision of the agency; or
2. Serves in a staff capacity and in that capacity participates in making governmental decisions as defined in Regulation 18702.2; or performs substantially the same functions as a position specified in the agency's Conflict of interest Code.

II. The Department Head of the department for which the consultant provides primary services, with the approval of the City Attorney, may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this paragraph. The written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The written determination is a public record and shall be retained for public inspection in the office of the City Clerk.

Non-Designated Positions

The following positions are not covered by this conflict of interest code because those individuals holding these positions must file under Government Code Section 87200. These positions are listed for informational purposes only:

- City Councilmembers
- City Manager
- City Attorney
- City Treasurer
- Consultants involved in the investment of public funds*

*Pursuant to 2 California Code of Regulations section 187014(b), "other public officials who manage public investments" means, members of boards and commissions, including pension and retirement boards or commissions, or of committees who exercise the responsibility for the management of public investments; high level officers and employees who exercise primary responsibility for the management of public investments, such as chief or principal investment officers or chief financial managers. This category shall not include officers and employees who work under the supervision of the chief or principal investment officers or the chief financial managers; and individuals who pursuant to a contract with a state or local government agency, perform the same or substantially all the same functions that would otherwise be performed by the public officials.



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: October 24, 2018
ORIGINATING DEPT: City Manager's
SUBJECT: **Council Consideration of Resolution 2018-120 Approving an Information Technology Professional Services Agreement with the City of Del Mar**

BACKGROUND:

In November 2005, the City of Solana Beach hired its first full-time Information Technology Manager to manage the City's Information Technology (I.T.) systems. Prior to that time, the City had been using outside consultants contracted on a part time basis to support its I.T. systems. Since hiring the I.T. Manger, the City's I.T. infrastructure has grown significantly in size, complexity and in services provided. The City relies on this technology to communicate with the community and to keep them informed on City business. City Staff is also heavily reliant on technology to perform their daily tasks.

In order to continue to provide an adequate level of service to Staff and the community, the City needs additional support personnel on-hand that are proficient at maintaining these systems. Additional I.T. support also ensures successful business continuity in the event of vacancy in the I.T. Manager position.

This item is before the City Council to consider adoption of Resolution 2018-120 (Attachment 1) authorizing the City Manager to reenter into an I.T. Professional Services Agreement with the City of Del Mar (Attachment 2).

DISCUSSION:

The cities of Del Mar and Solana Beach have explored ways to share resources whenever possible in an effort to control costs. The City of Del Mar has two full-time personnel that are already trained on these systems and have provided part-time I.T. support to the City of Solana Beach in the past under previous agreements. The City most recently entered into an agreement with Del Mar on July 1, 2017 and this agreement expired on June 30, 2018.

CITY COUNCIL ACTION:

Another option discussed is the use of temporary employees or interns; however, the transitory nature of such employees would likely prove this approach to be ineffective due to the complex nature of these systems and lengthy training requirements.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

The FY 2018/19 Adopted Budget provides \$19,500 to support supplemental I.T. professional services. The contract amount is not to exceed \$19,500 for FY 2018/19.

WORK PLAN:

N/A

OPTIONS:

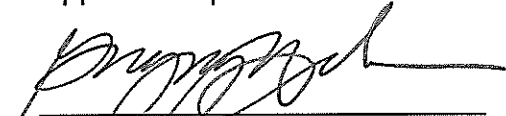
- Approve Staff recommendation for an I.T. support agreement with the City of Del Mar for FY 2018/19.
- Deny Staff recommendation and provide alternative direction.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2018-120 authorizing the City Manager to sign an I.T. Professional Services Agreement with the City of Del Mar with an option to extend the agreement for up to four (4) additional one year periods based on satisfactory past performance

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager

Attachments:

1. Resolution 2018-120
2. I.T. Professional Services Agreement Between the Cities of Solana Beach and Del Mar

RESOLUTION 2018-120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INFORMATION TECHNOLOGY SUPPORT AGREEMENT WITH THE CITY OF DEL MAR

WHEREAS, the City of Solana Beach desires to enlist support from the City of Del Mar for supplemental Information Technology services; and

WHEREAS, the City of Del Mar has Information Technology staff capable of supporting the City of Solana Beach's Information Technology infrastructure; and

WHEREAS, the two cities seek to share resources and reduce expenses wherever possible.

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 enter into an Information Technology Professional Services agreement with the City of Del Mar for Fiscal Year 2018/19 for an amount not to exceed \$19,500.

3. That the City Council authorizes the City Manager, at his discretion, to extend the Professional Services Agreement with the City of Del Mar for up to four (4) additional years, at an amount budgeted for the work each year based on satisfactory past performance.

PASSED AND ADOPTED this 24th day of October, 2018, 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 –

DAVID ZITO, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

City of Solana Beach
PROFESSIONAL SERVICES AGREEMENT
FOR PROFESSIONAL SERVICE

THIS Professional Services Agreement ("AGREEMENT") is made and entered into this 1st day of July, 2018 by and between the CITY OF SOLANA BEACH, a municipal corporation ("CITY"), and, CITY OF DEL MAR a municipal corporation, ("CONSULTANT") (collectively "PARTIES").

WHEREAS, the CITY desires to employ a CONSULTANT to furnish computer network and information technology support ("PROFESSIONAL SERVICES") for its city-wide computer system for its government offices ("PROJECT"); and

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

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

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

1. PROFESSIONAL SERVICES.

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

2. DURATION OF AGREEMENT.

- 2.1. **Term.** The term of this AGREEMENT shall be for a period of one (1) year beginning July 1, 2018 through June 30, 2019. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.
- 2.2. **Extensions.** If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year periods or parts thereof for an amount not to exceed nineteen thousand five hundred dollars (\$19,500) per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT's satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.

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

3. COMPENSATION.

- 3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall not exceed nineteen thousand five hundred dollars (\$19,500) without prior written authorization from CITY. CONSULTANT shall bill the CITY for work provided and shall present a written request for such payment monthly.
- 3.2. **Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services.
- 3.3. **Costs.** Any costs billed to the CITY shall be in accordance with any terms negotiated and incorporated herein as part of Exhibit "A" Scope of Services and Fee.

4. INDEPENDENT CONTRACTOR.

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

5. STANDARD OF PERFORMANCE.

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

6. WARRANTY OF CONSULTANT'S LICENSE.

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

7. AUDIT OF RECORDS.

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

8. CONFIDENTIALITY AND SECURITY.

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

to the nature of CITY being a local governmental agency. The non-disclosure and non-use obligations of this AGREEMENT will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the Receiving Party's receipt of that item.

8.3. Security.

- 8.3.1. Implementation.** CONSULTANT shall implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of data and information provided by the CITY or used in connection with providing services under this AGREEMENT, including data or information about third parties ("CITY'S Data"); (ii) protect against any anticipated threats or hazards to the security or integrity of CITY'S Data; and (iii) protect against unauthorized access to or use of CITY'S Data. CONSULTANT shall review and test such safeguards on no less than an annual basis.
- 8.3.2. Network.** If CONSULTANT makes CITY'S Data accessible through the Internet or other networked environment, CONSULTANT shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of CITY'S Data, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.
- 8.3.3. Personal Data.** If CONSULTANT processes or otherwise has access to any personal data or personal information on CITY'S behalf when performing CONSULTANT's services and obligations under this AGREEMENT, then: (i) CITY 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 CONSULTANT 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) CITY shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CONSULTANT so that CONSULTANT may lawfully use, process and transfer the personal data and personal information in accordance with this AGREEMENT on CITY'S behalf in order for CONSULTANT to provide the services and perform its other obligations under this AGREEMENT; (iii) CONSULTANT shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by CITY from time to time 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.

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

8.4. Indemnity. CONSULTANT shall defend (with counsel acceptable to CITY), indemnify and hold CITY harmless from and against all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities, damages, judgments, settlements, and 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 CITY. 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 CONSULTANT 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 or privacy obligations imposed by any applicable law.

8.5. 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 Section 8 of this AGREEMENT, 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.

8.6. Enforcement. Each party acknowledges that any breach of any of the provisions of Section 8 of this AGREEMENT may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

9. CONFLICTS OF INTEREST.

9.1. CONSULTANT shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code Section 81000 *et seq.* (Political Reform Act) and Section 1090 *et seq.* CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the CITY.

- 9.2. If, in performing the PROFESSIONAL SERVICES set forth in this AGREEMENT, the CONSULTANT makes, or participates in, a "governmental decision" as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for the CITY that would otherwise be performed by a CITY employee holding a position specified in the department's conflict of interest code, the CONSULTANT shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the CONSULTANT's relevant financial interests.
- 9.3. If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act. Specifically, the CONSULTANT shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the CITY's determination that the CONSULTANT is subject to a conflict of interest code. The CONSULTANT shall also file a Form 700 (Annual Statement) on or before April 1 of each year of the AGREEMENT, disclosing any financial interests held during the previous calendar year for which the CONSULTANT was subject to a conflict of interest code.
- 9.4. CITY represents that pursuant to California Government Code Section 1090 *et seq.*, none of its elected officials, officers, or employees has an interest in this AGREEMENT.

10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.

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

11. INSURANCE

- 11.1. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.
- 11.2. CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.
- 11.3. **Types and Amounts Required.** CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

- 11.3.1. **Commercial General Liability (CGL).** If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 per occurrence and subject to an annual aggregate of \$2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
- 11.3.2. **Commercial Automobile Liability.** If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
- 11.3.3. **Workers' Compensation.** If checked the CONSULTANT shall maintain Worker's Compensation insurance for all of the CONSULTANT's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.
- 11.3.4. **Professional Liability.** If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy.
- 11.3.5. **Cyber Liability.** If checked the CONSULTANT 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 CONSULTANT 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.
- 11.4. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 11.5. **Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

- 11.5.1. The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.
- 11.5.2. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.
- 11.6. **Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

12. INDEMNIFICATION.

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

13. SUBCONTRACTORS.

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

14. NON-DISCRIMINATION.

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

15. NOTICES.

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

GREGORY WADE, CITY MANAGER

SCOTT HUTH, CITY MANAGER

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

City of Del Mar
1050 Camino Del Mar
Del Mar, Ca 92014

16. ASSIGNABILITY.

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

17. RESPONSIBILITY FOR EQUIPMENT.

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

18. CALIFORNIA LAW; VENUE.

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

19. COMPLIANCE WITH LAWS.

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

20. ENTIRE AGREEMENT.

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

21. NO WAIVER.

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

22. SEVERABILITY.

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

23. DRAFTING AMBIGUITIES.

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

24. CONFLICTS BETWEEN TERMS.

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

25. EXHIBITS INCORPORATED.

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

26. SIGNING AUTHORITY.

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

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

CITY OF SOLANA BEACH, a municipal corporation

CITY OF DEL MAR, a municipal corporation

By:

By:

City Manager, Gregory Wade

City Manager, Scott Huth

ATTEST:

City Clerk, Angela Ivey

APPROVED AS TO CONTENT:

Information Technology Manager, Mark Matheson

APPROVED AS TO FORM:

City Attorney, Johanna N. Canlas

EXHIBIT "A"
SCOPE OF SERVICES AND FEE

SCOPE OF SERVICES

CONSULTANT will provide information technology and computer network support services as further described below:

- Provide technical assistance and support for issues related to computer systems, software, and hardware.
- Provide support for city-wide Voice-over-IP phone system including troubleshooting and configuration of phones and voicemail accounts.
- Install, modify, and repair computer hardware and software.
- Resolve technical problems with Local Area Networks (LAN), Wide Area Networks (WAN).
- Create user accounts, resets passwords, configure email accounts.
- Participates in implementation and training meetings for City-Wide TRAKIT implementation for processing permits and business licenses.
- Assist with special projects as needed.
- Install network cabling.
- Configure and install network printers and other network devices such as wireless access points and security cameras.

FEES

CITY shall compensate CONSULTANT for services rendered at a rate of \$75 per hour, in an amount not-to-exceed \$19,500 annually. CONSULTANT will provide approximately 5 hours of services to CITY per week, but that may be adjusted based upon needs of CITY, and availability of CONSULTANT.



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: October 24, 2018
ORIGINATING DEPT: Engineering Department
SUBJECT: **Council Consideration of Resolution No. 2018-135 Approving an Amendment to a Professional Services Agreement with Infrastructure Engineering Corporation for a Sewer System Inflow Study**

BACKGROUND:

The City of Solana Beach owns and maintains approximately 54 miles of wastewater conveyance pipelines along with several sewer pump stations. The City's wastewater is conveyed to the San Elijo Joint Powers Authority (SEJPA) treatment facility on Manchester Avenue. Heavy rains during the winter of 2017 caused elevated flows in the sewer system, which were measured at the City's pump stations and at the treatment plant. The SEJPA recommended that the City perform a study of potential inflows and infiltration into the sewer system that might be contributing to elevated flows. Inflows from unusually heavy rain events can push the sewage conveyance system to its capacity limits. In order to perform the study of potential inflows and infiltration, the City solicited proposals from consultants to perform a study within the collection system to address the SEJPA's concerns.

At the November 8, 2017 meeting, the City Council authorized a professional services agreement with Infrastructure Engineering Corporation (IEC) for the first phase of a Sewer System Inflow Study. The first phase focused on inflows in the Eden Gardens area by performing smoke testing. Eden Gardens is the only area in the City of Solana Beach identified in the City's floodplain zone which has a low lying valley and is subject to periodic flooding. Smoke testing helps to locate sewer system breaches from surface openings, prohibited connections and cross connections of storm inlets. The smoke testing was performed during the summer of this year.

This item is before the City Council to consider adopting Resolution 2018-135 (Attachment 1) to authorize the second phase of sewage system inflow testing.

CITY COUNCIL ACTION:

DISCUSSION:

The first phase of the sewage system inflow study was performed during summer of 2018. The consultant, IEC, performed smoke testing of approximately 20,000 linear feet of the sewer collection system in the Eden Gardens and Valley Avenue area, between Via de la Valle and Genevieve. Non-toxic smoke was injected at numerous manhole entries and IEC personnel walked the areas looking for visible smoke from locations that may expose the system to rain runoff inflows. IEC reported to the City in September 2018 that they found nine locations with potential rain runoff inflows. Six locations are privately maintained sewer cleanouts in residential yards where the ground level surface cap is missing or broken. One location was a public sewer manhole lid propped open in a backyard. Another manhole was in a low spot that runoff could drain into. The last location is in a condominium pool equipment enclosure. Public Works is currently pursuing inflow breach remedies with the private property owners. Staff is taking the appropriate measures, such as replacing sewer clean-out and manhole covers, to correct the publicly controlled inflow locations.

Staff is requesting City Council authorization to proceed with the second phase of the sewer inflow study. The second phase is to monitor sewage flows throughout the entire City at strategic locations to determine if certain areas are exhibiting sewage flow spikes during rain events. If inflow spikes are found, additional area smoke testing would be recommended.

The original scope of work proposed by IEC had included flow monitoring for the second phase at a cost estimate of \$30,986. Staff is requesting City Council authorization to amend IEC's professional services agreement to add the flow monitoring phase. We anticipate the work to be completed during the upcoming rain season and a report issued after the current rain season ends.

CEQA COMPLIANCE STATEMENT:

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

FISCAL IMPACT:

The current Fiscal Year (FY) 2018/19 Adopted Budget includes a budget of \$35,000 for Sewer Inflow/Infiltration Investigation Work (CIP-22). This CIP would fund the \$30,986 amendment to the agreement with IEC.

WORK PLAN:

This project is not identified in the FY 2018/19 Work Plan; however, this task would fall under Environmental Sustainability Issues.

OPTIONS:

- Approve Staff recommendation.
- Approve Staff recommendation with alternative amendments / modifications.
- Provide direction to Staff.

DEPARTMENT RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2018-135 authorizing the City Manager to execute an amendment to the Professional Services Agreement with Infrastructure Engineering Corporation (IEC), in the amount of \$30,986, to conduct sewer system flow monitoring.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution No. 2018-135

RESOLUTION NO. 2018-135

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH INFRASTRUCTURE ENGINEERING CORPORATION FOR A SEWER SYSTEM INFLOW STUDY

WHEREAS, the Capital Improvement Project Budget makes appropriations to maintain, repair and replace sewer facilities throughout the City; and

WHEREAS, elevated flows in the sewer system during heavy rain events warrants a study to determine if rain runoff is entering the sewer system from surface openings and prohibited connections.

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

1. That the foregoing recitations are true and correct.
2. That the City Council authorizes the City Manager to execute an amendment to the Professional Services Agreement with Infrastructure Engineering Corporation (IEC), in the amount of \$30,986, to conduct sewer system flow monitoring.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, held on the 24th day of October 2018, 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: October 24, 2018
ORIGINATING DEPT: Community Development Department
SUBJECT: **Public Hearing – Consideration of Resolution No. 2018-138 Conditionally Approving a Comprehensive Sign Plan (CSP) for Solana 101, a Mixed Use Development at the Northwest Corner of S. Highway 101 and Dahlia Drive (Case # 17-14-08 Applicant: Zephyr Partners)**

BACKGROUND:

On July 10, 2018, the City Council (Council) certified an Environmental Impact Report and approved a Development Review Permit (DRP), Structure Development Permit (SDP) and a Major Subdivision to construct a mixed-use development consisting of 45,586 square feet of commercial office space; 10,562 square feet of restaurant space; 2,920 square feet of outdoor dining space; 4,142 square feet of retail space; 25 multi-family residential rental units totaling 33,473 square feet; and two levels of subterranean parking totaling 366 spaces (the "Project"). The site is located within the General Commercial (C) Zone and the South Highway 101/South Sierra District of the Highway 101 Corridor Specific Plan (HWY 101 SP). The eastern half of the site is located within the Scenic Area Overlay Zone (SAOZ). Total building square footage would be 95,470 square feet, not including the subterranean parking.

As part of the July 10th action, Council deferred consideration of the Comprehensive Sign Plan (CSP) to a subsequent Council meeting within ninety (90) days which was held on October 10, 2018. On October 10, 2018, the City Council opened the public hearing and continued the item to October 24, 2018 to allow time for the applicant to address Staff comments on the CSP.

CITY COUNCIL ACTION:

DISCUSSION:

The Solana Beach Municipal Code (SBMC) indicates that a comprehensive sign plan is required for commercial centers consisting of four or more tenant or occupant spaces. The proposed project includes more than four office, restaurant and retail tenant spaces which requires signage, therefore a comprehensive sign plan is required and has been prepared for City Council review. The City's Comprehensive Sign Ordinance and the Highway 101 Specific Plan allow for a maximum signage allowance for wall signs of one square foot of signage per one linear foot of building frontage. Building frontage is the lineal footage of all building elevations containing a public entrance and which face a public street or on-premises parking lot, excluding driveways and aisles. The building frontage is 192.25 lineal feet along the eastern elevation (Highway 101), 289 lineal feet along the southern elevation (Dahlia Drive), and 178.17 lineal feet along the west elevation (Sierra Avenue), for a total of 659.42 lineal feet of building frontage. Therefore, a total of 659.42 square feet of wall signage is allowed. The total sign square footage should be divided by the business frontage, or the portion of an individual tenant space.

As shown in the CSP, there are 11 walls signs proposed. A minimum of one sign is allowed for each of the proposed tenant spaces. Tenant spaces that have multiple exposures may have one wall sign per frontage. The applicant has shown that there will be a total of four wall signs for the retail tenants, a maximum of three wall signs for the anchor tenant at the corner of Highway 101 and Dahlia Drive, one wall sign for the residential building identification and three wall signs for the office uses on Building 6 on Sierra Avenue. The City's Comprehensive Sign Ordinance allows one freestanding sign per street frontage, which would allow the project up to three freestanding signs. Two freestanding monument signs are proposed for the project site, both are centrally located along the respective street frontage of Highway 101 and Sierra Avenue. Garage entry signs for both the commercial and residential parking garages, directional signage and pedestrian directory signs have been included in the CSP. All proposed signage may be found consistent with the City of Solana Beach Municipal Code and the Highway 101 Specific Plan.

PUBLIC HEARING NOTICE:

This is a continued public hearing from October 10, 2018. No additional notices were required. Notice of the October 10, 2018 City Council Public Hearing was published in the San Diego 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, more than 10 days prior to the planned public hearing date of October 10, 2018. Staff has not received letters or emails regarding the CSP.

CEQA COMPLIANCE:

An Environmental Impact Report (EIR) was prepared for this project in conformance with the California Environmental Quality Act of 1970 (CEQA) and certified by the City Council

on July 10, 2018. The CSP was considered as part of the Final Environmental Impact Report certification, therefore no further environmental review is required.

FISCAL IMPACT: N/A

WORK PLAN: N/A

OPTIONS:

- Approve the CSP;
- Approve the CSP with changes; or,
- Deny the CSP as submitted and provide direction on desired changes.

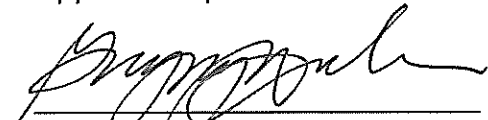
DEPARTMENT RECOMMENDATION:

The proposed CSP meets the minimum objective requirements under the SBMC and may be found consistent with the Highway 101 Specific Plan and General Plan. Therefore, Staff recommends that the City Council:

1. Conduct the continued Public Hearing from October 10, 2018: Receive public testimony, Close the public hearing.
2. If the City Council makes the requisite findings and approves the project, adopt Resolution 2018-138 conditionally approving a CSP for the Solana 101 project, a Mixed Use Development, Solana Beach.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager

Attachments:

1. Comprehensive Sign Plan – Submitted October 15, 2018
2. Resolution No. 2018-138

Solana 101

Comprehensive Sign Plan | 10.12.18 CITY RE-SUBMITTAL



Solana 101 | Comprehensive Sign Plan

KEY CONTACTS		TABLE OF CONTENTS
Location: Highway 101 and Dahlia Drive, Solana Beach, California 92075	Architect: M.W. Steele Group Architectural Planning 1805 Newton Ave, Suite A San Diego, Ca 92113 (619) 230-0325	Introduction / Landlord - Tenant Requirements Sheet 3
Parcel Nos: 298-052-06, 298-052-07, 298-052-08, 298-052-13, 298-052-14	Design Consultant: Hollis Brand Culture 2479 Kettner Boulevard San Diego, CA 92101 T: (619) 234 - 2061	Sign Types Sheet 4
Zoning: Commercial Mixed Use		General Sign Construction Requirements Sheet 6
		Tenant Signage Specifications Sheet 7
		Prohibited Signs Sheet 8
		Maintenance, Inspection + Allowable Illumination Methods Sheet 9
		Signage Plan Sheet 10
		Sign Schedule Sheet 11
		Possible Signage Placement Sheet 12

Introduction and Overview

Upon approval and adoption by the City of Solana Beach, this document is the official comprehensive sign plan (CSP) for Solana 101, a new, mixed-use development located along Highway 101 South in the South Sierra District of Solana Beach, California.

The exterior project identification and commercial signing at Solana 101 will be in accordance with the Solana Beach Municipal Code (SBMC), Section 17.64.080(E), Scenic Area Overlay Zone. Sign types, sizes, materials, placement, and other characteristics must comply with those guidelines. We ask that the parking entrance sign on Dahlia be considered as the business center entrance sign.

Specific commercial tenant (anchor, retail, and office) signing assignments listed on the attached sign schedule and illustrated on the attached elevation/plan drawings are subject to adjustment. The actual number and size of leased tenant spaces could vary from those indicated on the drawings, however the plan's stated signing allowance formulations and criteria still apply.

Additionally, all proposed signing for Solana 101 commercial tenants requires prior review and approval of Solana 101 management before application to the City of Solana Beach for a sign permit.

Solana 101 management encourages its commercial tenants to utilize a variety of sign types (wall, awning, canopy, window, plaque, and projecting) in identifying and distinguishing their businesses. Management's goal for the complex is an eclectic, village-like ambiance and achieving that goal can be assisted by tenants' use of a variety of signing techniques (silhouetted letters, unique shapes, neon and halo lighting, etc.), as well as the use of unique materials, complimentary palettes, and innovative mounting techniques.

The following is a list with brief description of the various signs and sign types proposed for the commercial component of Solana 101.

Sign Type A: Commercial Monumentation

East Ground-Mounted Monument

Sign 1A - A custom, freestanding, one-sided, externally and/or internally lighted, vehicular-oriented monument sign with project name and/or identity graphic elements. The design characteristics of this sign will be complimentary to or integrated with the project's architecture, plantings and hardscape. This single sign is allowed up to 66 square feet (per side).

North Secondary Solana 101 Entry Sign

Sign 2A - An awning-mounted, internally lighted, sign at the north entry with project identification to provide clarity to the north facing point of entry into the project.

West Ground-Mounted Monument

Sign 3A - A secondary, freestanding, one-sided, externally and / or internally lighted monument sign with project name at the west, Sierra Drive entry point of the project. This single sign is allowed up to 32 square feet (per side).

South Business Center Entrance Sign

Sign 4A - A wall-mounted parking sign on Dahlia to identify the business center parking entrance. As the primary identification to the public parking for the commercial tenants, the sign area calculation is an aggregate total of the 20 linear feet of the garage entry frontage and 60 linear feet of Building 1, south facing business frontage. This sign services parking for over 200 linear square feet of commercial frontage but will not exceed a maximum of 80 square feet of sign area. Graphics to include the project name / logo, the word "Park" or "Parking" and a directional arrow. This sign will not exceed 100 square feet and will be internally lighted.

Sign 5B - A projecting blade sign on Dahlia to identify the parking garage entrance. Graphics may include the project name / logo, the word "Park" or "Parking" or the letter "P", a directional arrow and will be internally lighted. Sign not to exceed 4 square feet (per side).

Sign Type C: Anchor-Ground Level Tenant ID Package

The anchor tenant at Solana 101 is allowed up to one square foot of signing per linear foot of suite frontage either in proportion to each frontage (east and south) or as one large sign on the east elevation. Anchor tenant signing may be expressed through a combination of sign types (wall, awning, canopy, window, projecting blade, plaque). No more than three signs are allowed and can signs (boxed elements) and roof signs are not allowed.

Solana 101 management approval and City permits are required.

Sign Type D: Retail-Ground Level Tenant ID Package

Retail tenants (first floor) at Solana 101 are allowed up to one square foot of signing per linear foot of suite frontage. Individual retail suite signing may be expressed through a combination of two different sign types (wall, awning, canopy, window, projecting blade, or plaque). No more than three signs are allowed per tenant, per frontage and "can-signs" (boxed elements) and roof signs are not allowed.

On building 3, retail / office suites with two frontages are entitled up to two (2) signs, one per frontage. Sign area (allowable square footage) is per frontage and may not be combined into one large sign on one frontage.

Retail tenant signs should include part or all of the retail tenant's name, logomark, or logotype but cannot merely label the product or service offered (e.g. "Dentist").

Any illuminated signage along Sierra Avenue must be reverse channel "halo-lit" letters, controllable with a dimmer, and set to a minimal output setting as not to disturb adjacent to or across from residential properties.

Solana 101 management approval and City permits are required prior to the installation of a sign.

Sign Type E: Office-Upper Level Tenant ID Package

Office tenants (upper level) at Solana 101 are allowed up to one square foot of signing per linear foot of suite frontage. Individual office suite signing is to be expressed as one two-sided, pedestrian-oriented, projecting blade sign (4 square foot maximum per side) and one additional sign (wall, awning, canopy, window, or plaque). The tenant's second, non-blade sign is restricted to a maximum installed height at or below the top of the suite's primary entry door. No more than two signs are allowed per office tenant and can signs (boxed elements) and roof signs are not allowed.

Office suites with two frontages must allocate signing square footage per frontage and may not combine allowable square footage into one large sign on one frontage.

Office tenant signs should include part or all of the office tenant's name, logomark, or logotype but cannot merely label the product or service offered (e.g. "Attorney").

Solana 101 management approval of all office tenant signs is required. Office tenant signs that are visible from Highway 101 South and/or Dahlia Drive also will require a City permit.

Sign Type F: Pedestrian Informational/Directional

Pedestrian-oriented informational and directional signing serves to inform and direct and will be located as per the plan. At present, two signs have been scheduled for the project however up-to four signs may be needed at some future date. Generally, these signs will be wall-mounted or suspended plaques and not readily visible from the street. This sign type does not require a permit.

Sign Type G: Vehicular Informational/Directional

Vehicular-oriented informational and directional signing serves to inform and direct traffic approaching or leaving the complex and will be located as per plan. At present, three signs have been scheduled for the project however more signs may be needed at some future date. These signs necessarily are visible from the street and may require a permit. Additional signs shall be subject to approval.

Sign Type H: Address Numerals

Building address numerals serve to inform both pedestrians and vehicular traffic and are necessary for identification. Building address numerals will be located as per the plan (subject to approval of the local fire department), will be 8" in height, and will be appropriately contrasted with the building's background color(s). This sign type does not require a permit.

Sign Type I: Miscellaneous

This tenant-associated sign type includes miscellaneous entry door- or side window-mounted credit card information, hours of operation, and other business operations information. Tenant signs of this type may not exceed a total of four square feet per entry point and are limited to two entry points per suite. These signs are directly associated with Sign Types C, D, and E but are not listed on the schedule or flagged on the drawings.

This pedestrian-oriented sign type requires Solana 101 management review and approval but does not require a permit.

Suite number identification will be provided by Solana 101 management and not counted against the allowable square footage for entry point signing.

Sign Type J: Residential ID

A dimensional, one-sided, wall-mounted plaque sign with property name and/or identity graphic elements (TBD) for the identification of the residential portion of Solana 101. This sign will be installed as per plan on the building at the corner of Sierra Avenue and Dahlia Drive. This sign's design will be complementary to the residential component of the development and a maximum of 32 square feet.

Prohibited Signs

Certain sign types are prohibited at Solana 101. See section 17.64.040 of the City of Solana Beach's comprehensive sign ordinance for a complete list of prohibited signs.

General Sign Construction Requirements

1. All signs and their installation shall comply with all local building and electrical codes.
2. All electrical signs will be fabricated by a U.L. approved sign company, according to U.L. specifications and bear U. L. Label.
3. Sign company to be fully licensed with the City and State and shall have full Workman's Compensation and general liability insurance.
4. All penetrations of building exterior surfaces are to be sealed waterproof in color and finish to match existing exterior.
5. Internal illumination to be 30 milliamp neon, installed and labeled in accordance with the "National Board of Fire Underwriters Specifications".
6. Painted surfaces to have satin finish. Only paint containing acrylic polyurethane products may be used.
7. Logo and letter heights and overall width shall be specified and shall be determined by measuring the normal capital letter of a type font exclusive of swashes, ascenders, and descenders. The City of Solana Beach includes the entire length of the letters in the sign when determining the area of a sign.
8. All sign fabrication work shall be of excellent quality. All logo images and type styles shall be accurately reproduced. Lettering that approximates type style will not be acceptable. The Landlord reserves the right to reject any fabrications work deemed to be below standard.
9. All lighting must match the exact specification of the approved working drawings. No exposed conduits or raceways, unless integrated into the overall design will be allowed.
10. Signs must be made of durable rust-inhibiting materials that are appropriate and complementary to the building.
11. Color coating shall exactly match the color specified on the approved plans.
12. Joining of materials (e.g. seams) shall be finished in way as to be unnoticeable. Visible welds be continuous and ground smooth. Rivets, screws, and other fasteners that extend to visible surfaces shall be flush, filled and finished so as to be unnoticeable.
13. Finished surfaces of metal shall be free from oil canning and warping. All signs finishes shall be free from dust, orange peel, drips, and runs and shall have a uniform surface conforming to the highest standard of the industry.
14. In no case shall any manufacturer's label be visible from the street from normal viewing angles.
15. Exposed raceways are not permitted unless they are incorporated into the overall sign design.
16. Exposed junction boxes not permitted.
17. All raceways, conduits, etc... installed on back of parapets to be painted a specific color to be obtained from the architect.
18. Light sources shall be used judiciously to illuminate signs and shall be directed only upon the sign area that they are intended to illuminate. Illuminated signs shall be designed, located, shielded, and directed so as to prevent the glare or light trespass from the illumination.

Tenant Signage Specifications

The intent of this criteria is to encourage creativity to ensure the individuality of each tenant sign as opposed to similar sign design, construction, and colors repeated throughout the project. Signs must be architecturally compatible with the entire center.

Storefront Signage:

The following types of contraction will be allowed:

- Acrylic face channel letters
- Through face and halo channel letters
- Reverse pan channel letters
- Skeleton neon behind flat cut out shapes and letters.
- Open pan channel letters (Only in an artistic letter style/font)
- Push-through letters and logos in custom-shaped aluminum cabinets
- Flat cut out dimensional shapes and accents
- Metal screen mesh accents
- Exposed skeleton neon accents

The idea of using dissimilar materials and creating signs with varying colors, layers, and textures will create an exciting and appealing retail environment.

Sign area for all tenants will be calculated as follows:

According to Solana Beach Municipal Code (SBMC) Section 17.64.0B0(E)

“Scenic Area Overlay Zone. Notwithstanding any other provision of this chapter, within the scenic overlay zone (SBMC 17.48.010) the total signage allowance for all signs on a premises shall not exceed one square foot for each linear foot of street frontage. No establishment shall have an aggregate sign area greater than 100 square feet.”

No more than two signs per business are permitted. Stacked copy is not permitted.



Sign area calculation: Overall width x height of logomark and sign letters including the descending and ascending letter elements.

Prohibited Signs:

1. No Standard plex faced cabinet construction allowed.
2. Signs constituting a Traffic Hazard:
No person shall install or maintain, or cause to be installed or maintained, any sign which simulates in size, color, lettering or design any traffic sign or signal, or which make use of the words "STOP", "LOOK", "DANGER" or any words, phrases, symbols, or characters in such a manner as to interfere with, mislead or confuse traffic.
3. Signs in Proximity to Utility Lines:
Signs which have less horizontal or vertical clearance from authorized communication or energized electrical power lines that are prescribed by the laws of the State of California are prohibited.
4. Signs painted directly on a building surface subject to sole discretion of landlord based upon submitted design for review.
5. No sign shall project above the roofline.
6. Vehicle signs:
Signs on or affixed to trucks, automobiles, trailers, or other vehicles which are use for advertising, identity, or provide direction to a specific use or activity not related to its lawful activity are prohibited. (i.e. Delivery trucks with tenant signage is OK!)
7. Light Bulb Strings:
External displays, other than temporary decorative holiday lighting which consists of unshielded light bulbs are prohibited. An exception may be granted by the Landlord when the display is an integral part of the design character of the activity to which it relates.
8. Banners, Pennants & Balloons used for Advertising Purposes:
Temporary flags, banners, or pennants, or a combination of which is an integral part of the design character of a project may be permitted subject to Municipal Code provision 17.64.055, Landlord's, and City approval.
9. Billboards Signs are not permitted
10. No additional sign copy, tagline, or descriptors allowed for main tenant sign.

Solana 101 | Comprehensive Sign Plan

Abandonment of Signs:

Any tenant sign left after thirty (30) days from vacating premises shall become the property of Landlord.

Inspection:

Landlord reserves the right to hire an independent electrical engineer at the Tenant's sole expense to inspect the installation of all Tenant's signs and to require the Tenant to have any discrepancies and/or code violations corrected at the Tenant's expense.

Maintenance:

It is the Tenant's responsibility to maintain their signs in proper working and clean conditions at all times. Otherwise, landlord reserves the right to hire his own contractor, make the necessary corrections, and bill tenant should it be deemed necessary.

Illumination Method 1

Illuminated LEXAN FACED CHANNEL display with THROUGH FACE ILLUMINATION.

Use standard aluminum construction with Matthews (or equivalent) satin acrylic polyurethane finish. Faces use translucent Lexan with no visible trim-cap. Illuminate with 30 mA neon or equivalent LED illumination.

Paint returns to match face only. This illumination method is prohibited for all signage on Sierra Avenue.



Illumination Method 2

Illuminated REVERSE PAN CHANNEL display with HALO ILLUMINATION.

Use standard aluminum construction with Matthews (or equivalent) satin acrylic polyurethane finish. Illuminate with 30 mA neon or equivalent LED illumination.

Paint faces and returns to match only.



Illumination Method - Combination of 1 and 2

Illuminated LEXAN FACED CHANNEL display with THROUGH FACE AND HALO ILLUMINATION.

Use standard aluminum construction with Matthews (or equivalent) satin acrylic polyurethane finish. Faces us Lexan with no visible trim-cap. Illuminate with 30 mA neon or equivalent LED illumination.

Paint returns to match face only. This illumination method is prohibited for all signage on Sierra Avenue.



Note: All signs may utilize solid color-matched digital vinyl printing on faces of illuminated or non illuminated surfaces.

Solana 101 | Comprehensive Sign Plan

OVERVIEW: SITE SIGNAGE PLAN

SITE ADDRESS:

Highway 101 and Dahlia Drive,
Solana Beach, California 92075

ARCHITECT:

M.W. Steele Group
Architectural Planning
1805 Newton Ave, Suite A
San Diego, Ca 92113
(619) 230-0325

PARCEL NUMBER:

298-052-06, 298-052-07, 298-052-08,
298-052-13, 298-052-14

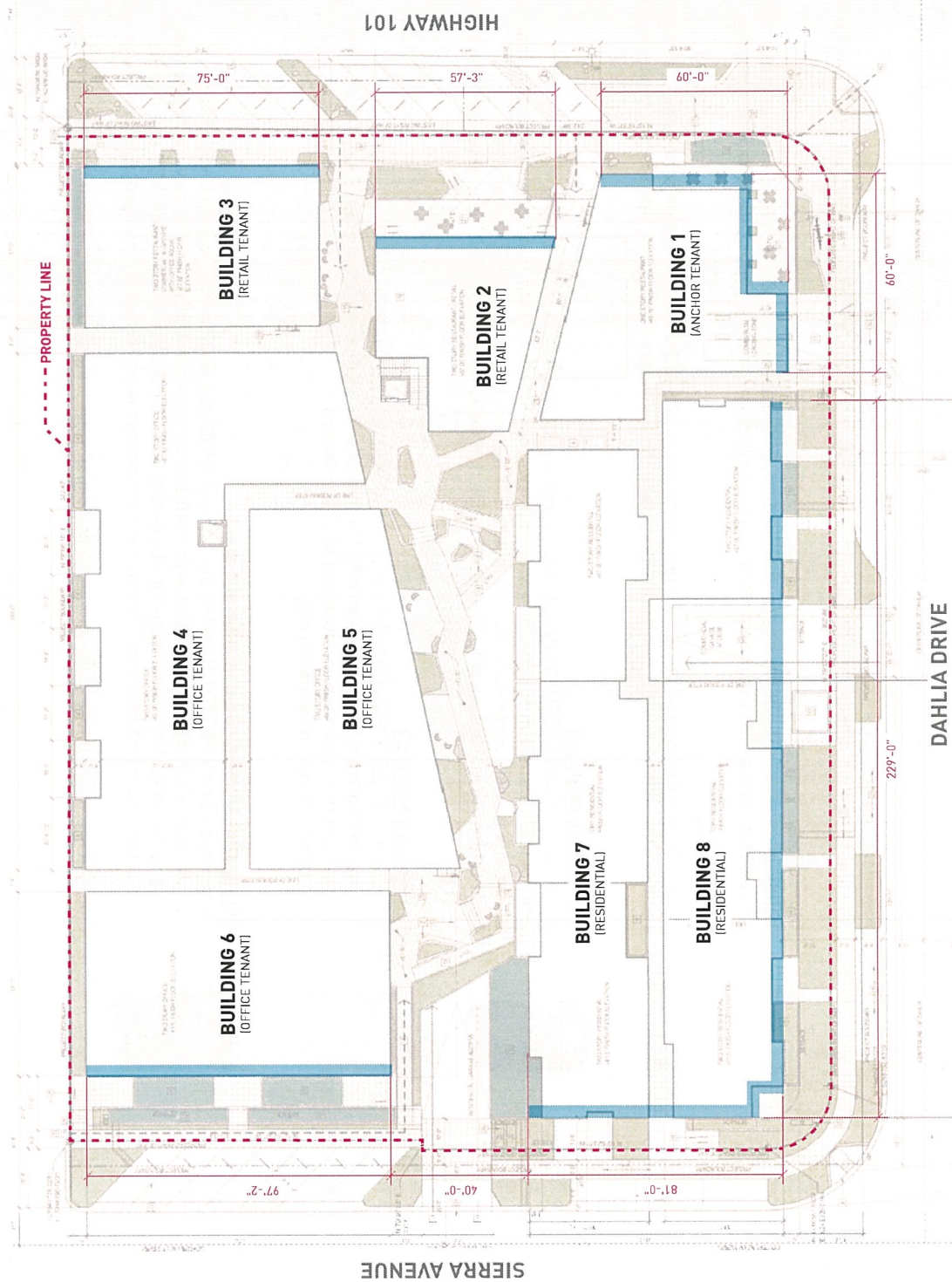
PROPERTY FRONTAGE

(INDICATED BY BLUE LINE)

BUILDING 1	1 FUTURE TENANT	SOUTH	60'-0"
	1 FUTURE TENANT	EAST	60'-0"
BUILDING 2	2 FUTURE TENANT	EAST	57'-3"
BUILDING 3	3 FUTURE TENANT	EAST	75'-0"
BUILDING 4	NO PUBLIC FACING FRONTAGE		
BUILDING 5	NO PUBLIC FACING FRONTAGE		
BUILDING 6	6 FUTURE TENANT	WEST	97'-2"
BUILDING 7 & 8	7 RESIDENTIAL	WEST	81'-0"
BUILDING 8	8 RESIDENTIAL	SOUTH	229'-0"

TOTAL PROJECT FRONTAGE

EAST TOTAL	200'-0"
SOUTH TOTAL	320'-0"
WEST TOTAL	200'-0"
NORTH TOTAL	320'-0"



SOLANA 101 PLAN VIEW

SCALE: 1/32" = 1'-0"

Solana 101 | Comprehensive Sign Plan

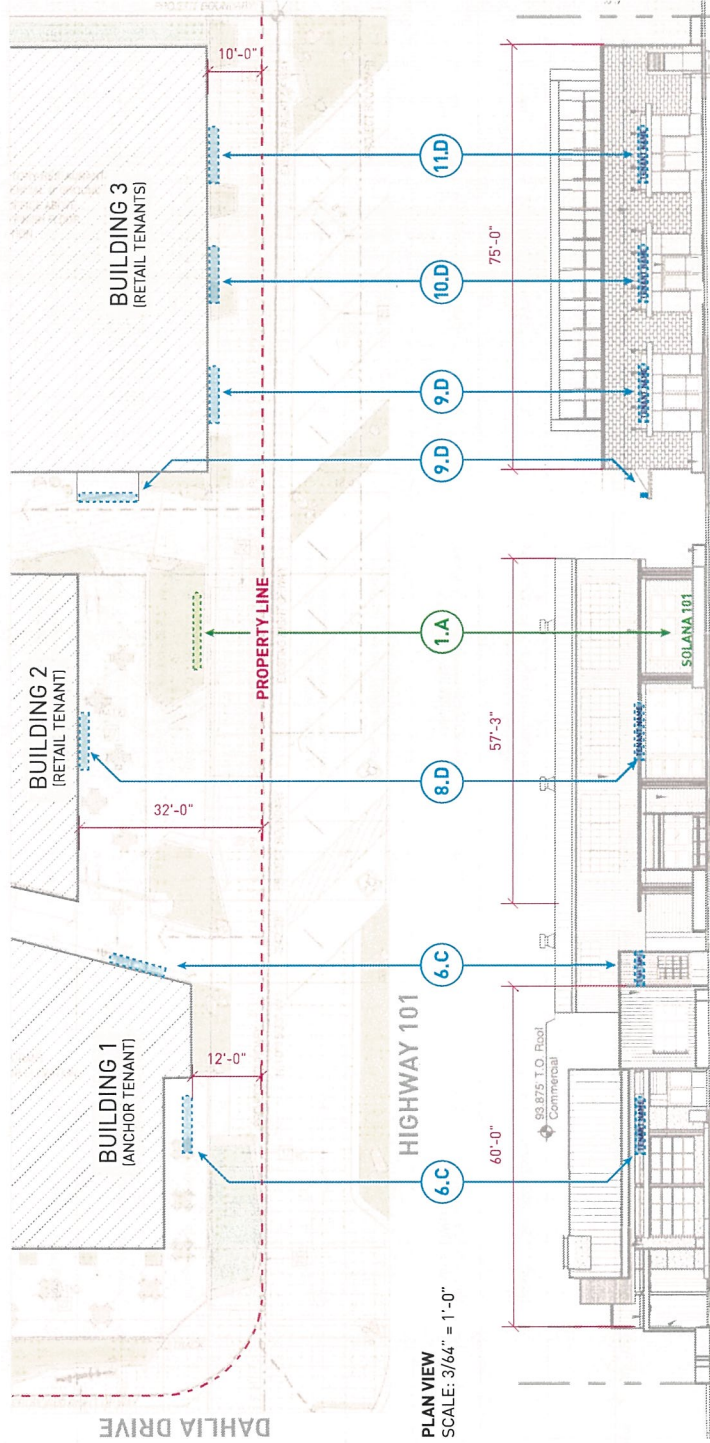


POSSIBLE SIGN LOCATIONS : EAST

- LEGEND**
- A Commercial Monument
 - B Tenant Directory
 - C Anchor-Coround Level Tenant ID
 - D Retail-Coround Level Tenant ID
 - E Office-Upper Level Tenant ID Package
 - F Pedestrian Informational / Directional
 - G Vehicular Informational / Directional
 - H Address Numerals
 - I Mailbox
 - J Residential Monument

EAST FRONTAGE - POSSIBLE SIGN LOCATIONS

ITEM	SIGN TYPE	TITLE/CONTENT	LINEAR FRONTAGE	MAX SIGN AREA (sq ft)	DISTANCE FROM R.O.W.
1	A	COMMERCIAL MONUMENT	100'-0" +	66'-0" (PER SIDE)	10'-0"
6	C	ANCHOR TENANT	60'-0"	60'-0"	12'-0"
8	D	RETAIL TENANT	57'-3"	57'-3"	32'-0"
9	D	RETAIL TENANT	25'-0"	25'-0"	10'-0"
10	D	RETAIL TENANT	25'-0"	25'-0"	10'-0"
11	D	RETAIL TENANT	25'-0"	25'-0"	10'-0"



PLAN VIEW
SCALE: 3/64" = 1'-0"

EAST ELEVATION VIEW (ALONG HIGHWAY 101)
SCALE: 3/64" = 1'-0"

DESIGN INTENT: HOLLISH / DM, AIA 2017

ARCHITECT: PAW STUDIO ARCHITECTURE PLANNING 305 NEWTON AVENUE SUITE 200 SAN DIEGO, CA 92101

Solana 101 | Comprehensive Sign Plan



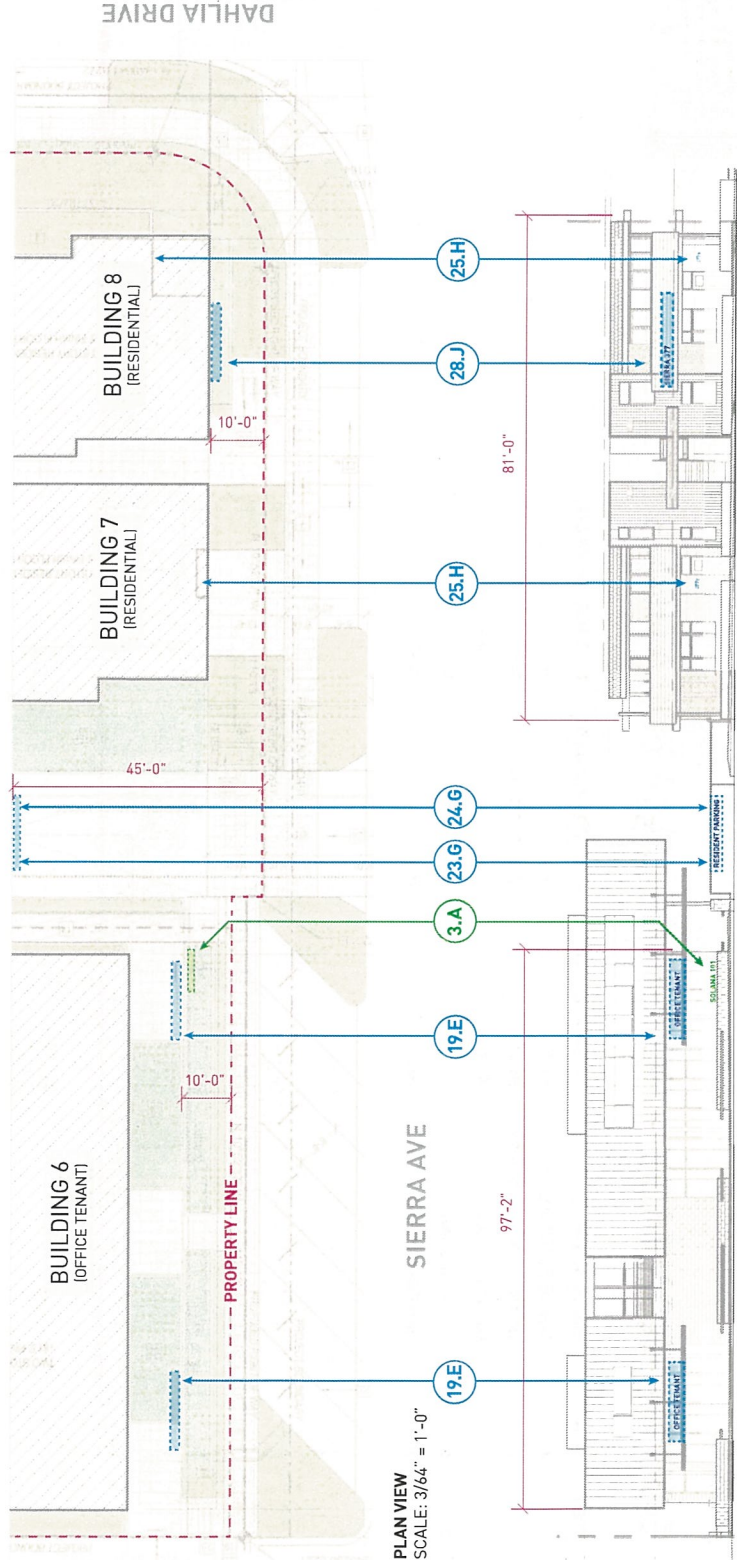
SIGN ALLOTMENT ELEVATIONS: WEST

LEGEND

A Commercial Monument	F Pedestrian Informational / Directional
B Tenant Directory	G Vehicular Informational / Directional
C Anchor-Ground Level Tenant ID	H Address Numerals
D Retail-Ground Level Tenant ID	I Miscellaneous
E Office-Upper Level Tenant ID Package	J Residential Monument

WEST FRONTAGE - POSSIBLE SIGN LOCATIONS

ITEM	SIGN TYPE	TITLE/CONTENT	LINEAR FRONTAGE	MAX SIGN AREA (sq ft)	DISTANCE FROM R.O.W.
3	A	SECONDARY ENTRY SIGN	100'-0" +	32'-0"	10'-0"
19	E	OFFICE TENANT	97'-2"	97'-2"	10'-0"
23	G	RESIDENTIAL PARKING	81'-0"	81'-0"	45'-0"
24	G	CLEARANCE BAR	N/A	N/A	45'-0"
25	H	ADDRESS NUMBERS	N/A	N/A	10'-0"
28	J	RESIDENT ID	81'-0"	81'-0"	10'-0"



Solana 101 | Comprehensive Sign Plan

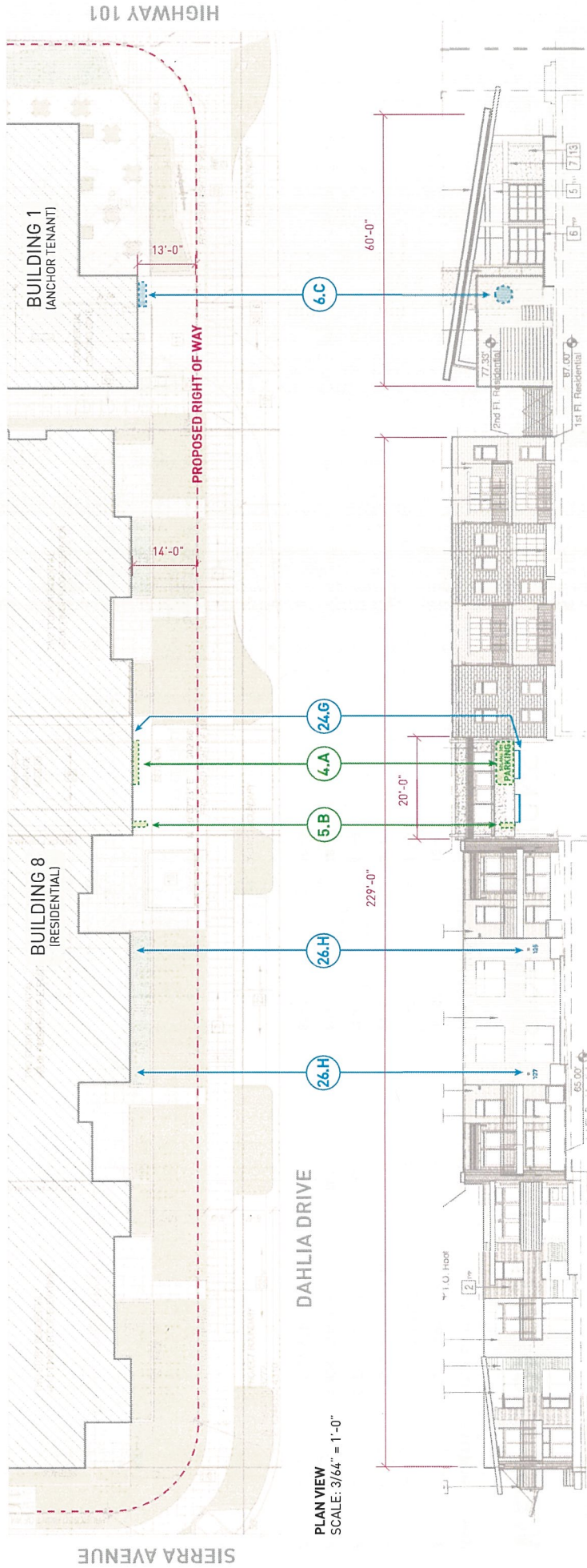


SIGN ALLOTMENT ELEVATIONS: SOUTH

- LEGEND**
- A Commercial Monument
 - B Vehicle-Displayed Level, Tenant ID
 - C Anchor-Ground Level, Tenant ID
 - D Retail-Ground Level, Tenant ID
 - E Office-Upper Level, Tenant ID Package
 - F Pedestrian Informational / Directional
 - G Vehicular Informational / Directional
 - H Address Numerals
 - I Miscellaneous
 - J Residential Monument

SOUTH FRONTAGE - POSSIBLE SIGN LOCATIONS

ITEM	SIGN TYPE	TITLE/CONTENT	LINEAR FRONTAGE	MAX SIGN AREA (sq ft)	DISTANCE FROM R.O.W.
4	A	GARAGE ENTRY WALL SIGN	80'-0"	80'-0"	14'-0"
5	B	GARAGE ENTRY BLADE SIGN	80'-0"	4'-0" (PER SIDE)	14'-0"
6	C	ANCHOR TENANT	60'-0"	60'-0"	13'-0"
24	G	CLEARANCE BAR	N/A	N/A	14'-0"
26	H	ADDRESS NUMBERS	N/A	N/A	14'-0"



PLAN VIEW
SCALE: 3/64" = 1'-0"

SOUTH ELEVATION VIEW (ALONG DAHLIA)
SCALE: 3/64" = 1'-0"

DESIGN INTENT: HOLLIS + LOW ARCHITECTURE

ARCHITECT: HOLLIS + LOW ARCHITECTURAL PLANNING & INTERIOR DESIGN, SAN FRANCISCO, CA 94104

Solana 101 | Comprehensive Sign Plan

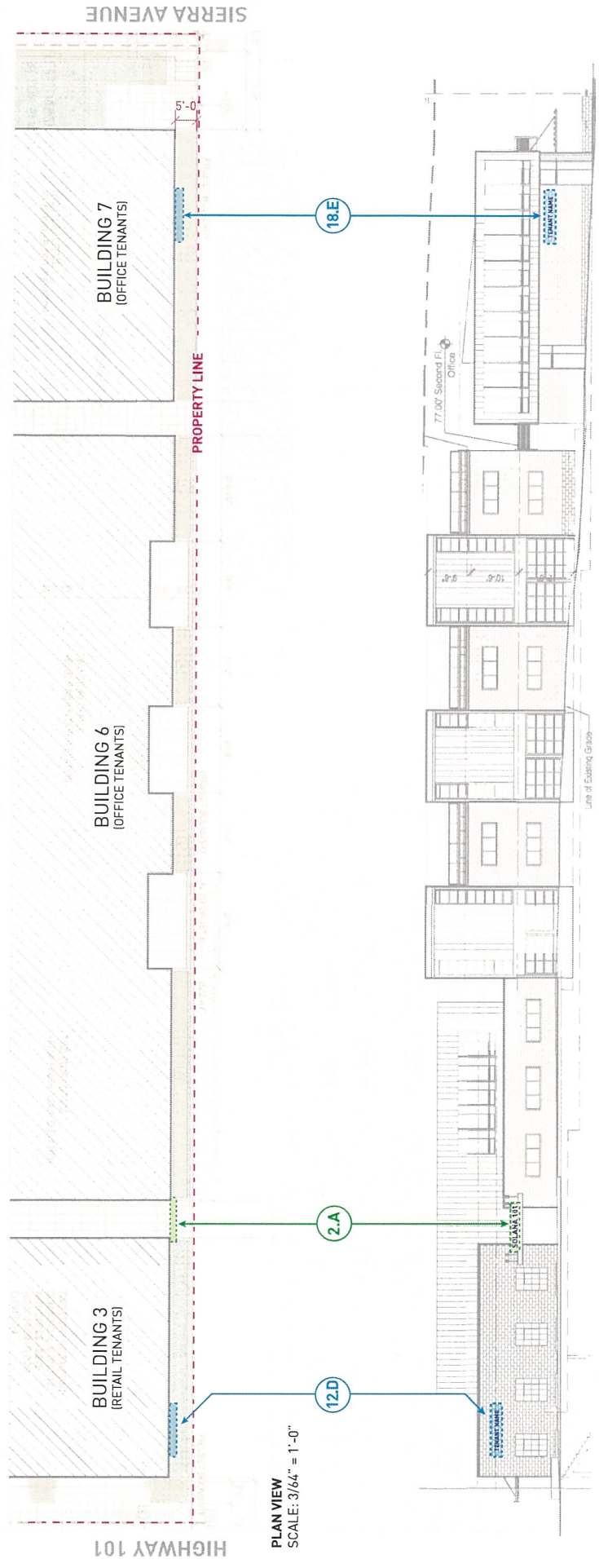


NORTH FRONTAGE - POSSIBLE SIGN LOCATIONS

ITEM	SIGN TYPE	TITLE/CONTENT	LINEAR FRONTAGE	MAX SIGN AREA (sq ft)	DISTANCE FROM R.O.W.
2	A	SOLANA 101 ENTRY SIGN	100'-0" +	100'-0"	N/A
12	D	RETAIL TENANT	SEE EAST FRONTAGE	SEE EAST AREA	N/A
18	E	OFFICE TENANT	SEE WEST FRONTAGE	SEE WEST AREA	N/A

NOTE: ANY NORTH TENANT, NON-PUBLIC FACING SIGNAGE IS DEDUCTED FROM THEIR RESPECTIVE PUBLIC FACING SIGN AREA AND COUNT TOWARDS THE TWO SIGN MAXIMUM LIMITATION PER BUSINESS

- SIGN ALLOTMENT ELEVATIONS: NORTH**
- LEGEND**
- A Commercial Monument
 - B Tenant Directory
 - C Anchor-Ground Level Tenant ID
 - D Retail-Ground Level Tenant ID
 - E Office-Upper Level Tenant ID Package
 - F Pedestrian Informational / Directional
 - G Vehicular Informational / Directional
 - H Address Numerals
 - I Miscellaneous
 - J Residential Monument



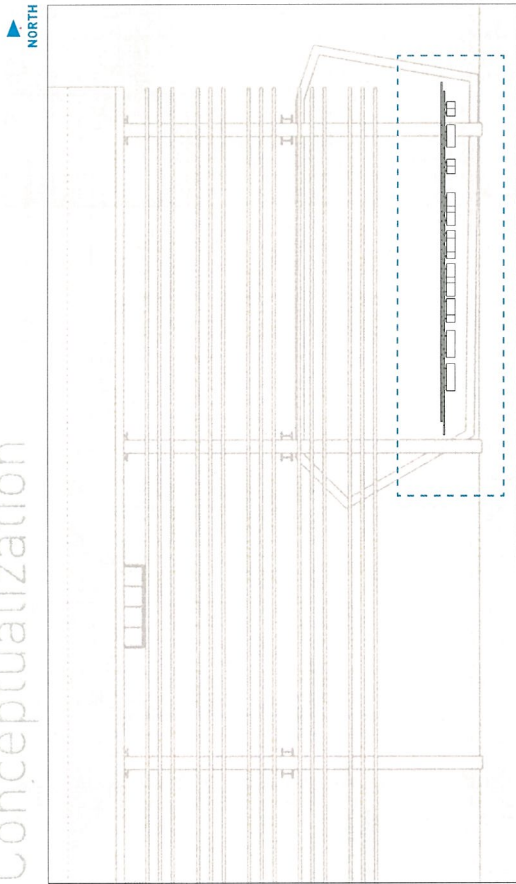
PLAN VIEW
SCALE: 3/64" = 1'-0"

NORTH ELEVATION VIEW
SCALE: 3/64" = 1'-0"

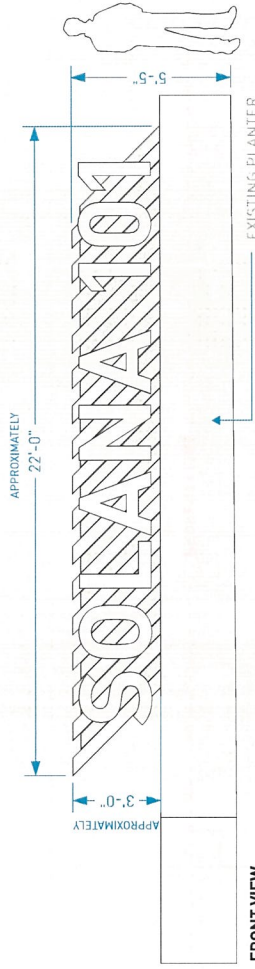
Solana 101 | Comprehensive Sign Plan

Conceptualization

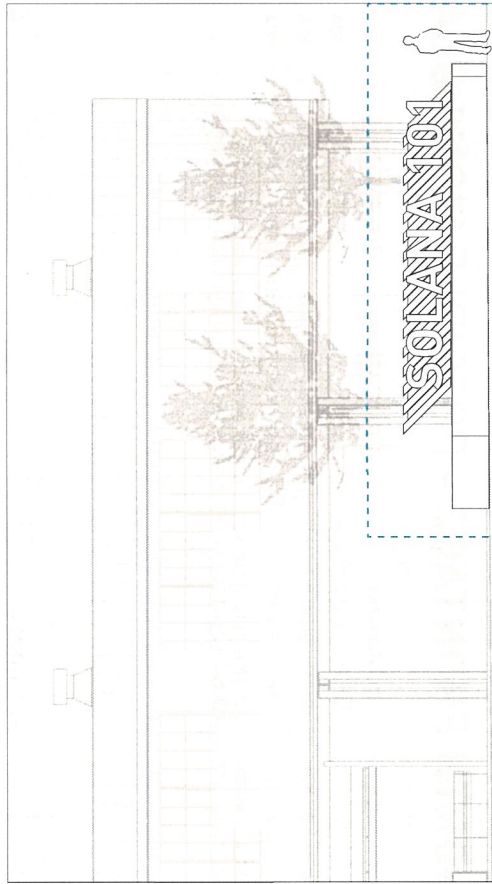
CONCEPTUALIZATION: 1.A PRIMARY MONUMENT (EAST)



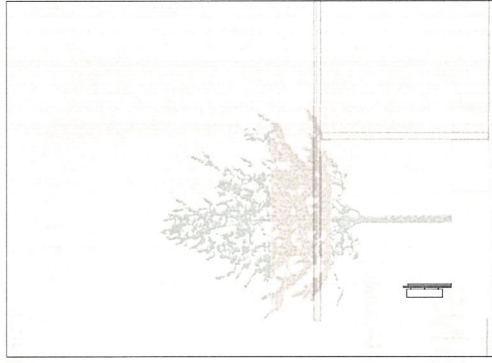
PLAN VIEW
SCALE: 1/8" = 1'-0"



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



EAST ELEVATION VIEW: MONUMENT SIGN
SCALE: 1/8" = 1'-0"



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

1.A

SIGN SPECIFICATIONS*

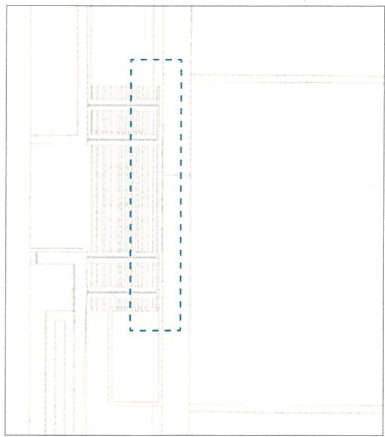
PRIMARY SOLANA 101 MONUMENT SIGN:
CUSTOM, FREESTANDING MONUMENT SIGN TO IDENTIFY THE PROJECT OFF OF HIGHWAY 101. THIS WALL SIGN IS NOT TO EXCEED 66 SQUARE FEET. THE MAXIMUM HEIGHT OF A FREESTANDING SIGN WILL BE 8'-0". GRAPHICS TO INCLUDE THE PROJECT LOGO MARK (TBD). THE SIGN WILL INCLUDE MATERIALS AND COLORS THAT INTEGRATE WITH THE BUILDING ARCHITECTURE. THE SIGN WILL BE ILLUMINATED.

*THESE DESIGNS ARE CONCEPTUALIZATIONS AND SUBJECT TO STYLE AND MATERIAL CHANGES. ALL SIGNS, MATERIALS, FINISHES, AND PLACEMENT ARE SUBJECT TO REVIEW AND APPROVAL OF SOLANA 101 MANAGEMENT AND THE CITY OF SOLANA BEACH.

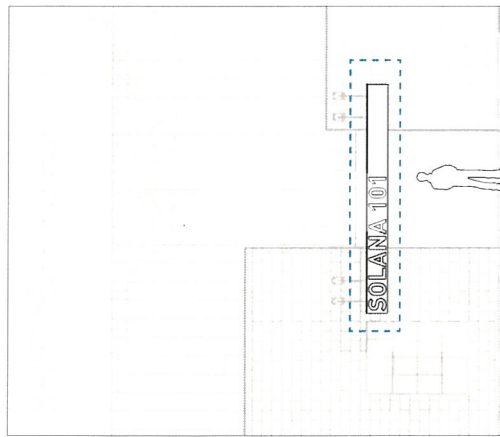
Solana 101 | Comprehensive Sign Plan

CONCEPTUALIZATION: 2.A SECONDARY ENTRY (NORTH)

Conceptualization



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



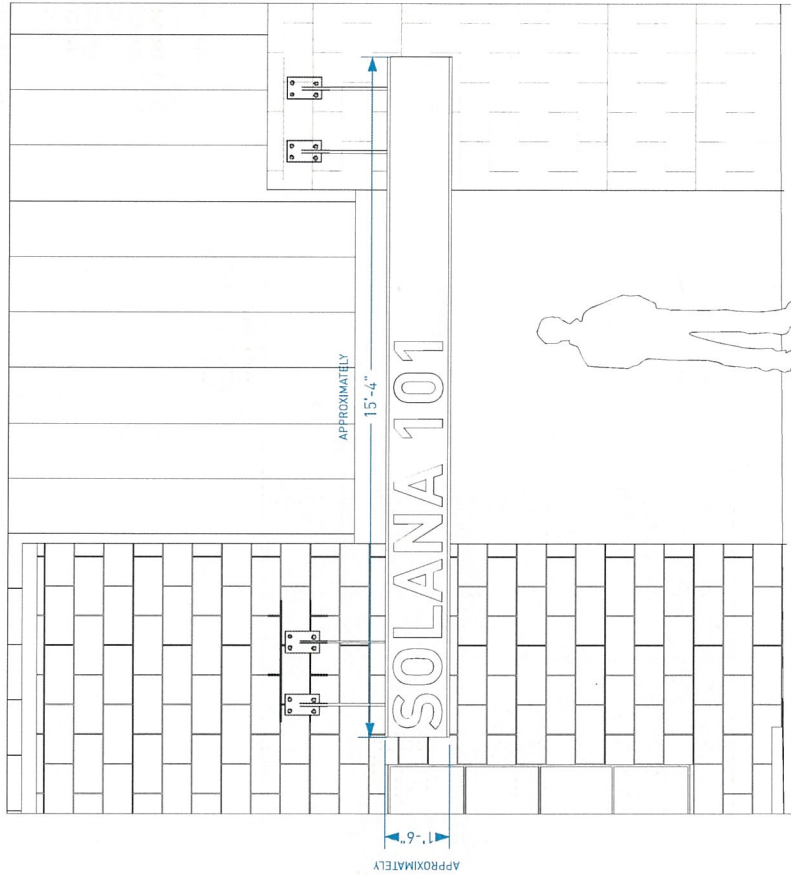
NORTH ELEVATION VIEW: MONUMENT SIGN
SCALE: 1/8" = 1'-0"

SIGN SPECIFICATIONS*

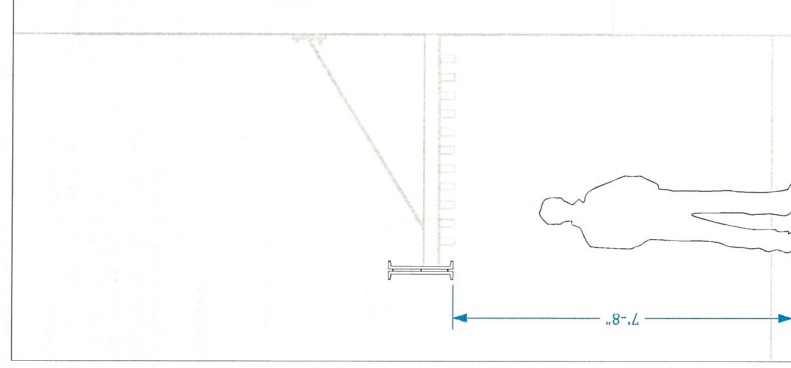
2.A

SECONDARY SOLANA 101 ENTRY SIGN:
CUSTOM, AWNING MOUNTED SIGN TO IDENTIFY THE ENTRY POINT INTO THE PROJECT. THIS WALL SIGN IS NOT TO EXCEED 100 SQUARE FEET. GRAPHICS TO INCLUDE THE PROJECT LOGO MARK (TBD). THE SIGN WILL INCLUDE MATERIALS AND COLORS THAT INTEGRATE WITH THE BUILDING ARCHITECTURE. THE SIGN WILL BE INTERNALLY ILLUMINATED.

*THESE DESIGNS ARE CONCEPTUALIZATIONS AND SUBJECT TO STYLE AND MATERIAL CHANGES. ALL SIGNS, MATERIALS, FINISHES, AND PLACEMENT ARE SUBJECT TO REVIEW AND APPROVAL OF SOLANA 101 MANAGEMENT AND THE CITY OF SOLANA BEACH.



FRONT VIEW: MONUMENT SIGN
SCALE: 3/8" = 1'-0"

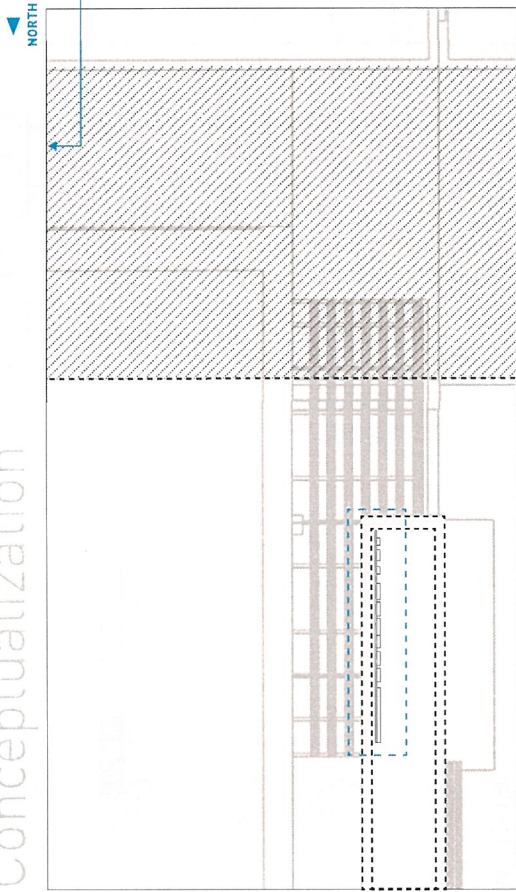


SIDE VIEW
SCALE: 3/8" = 1'-0"

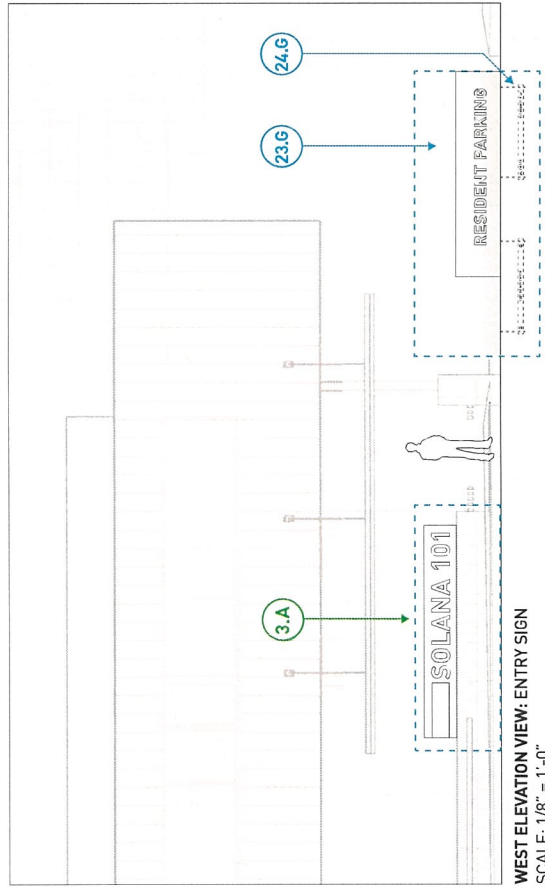
Solana 101 | Comprehensive Sign Plan

CONCEPTUALIZATION: 3.A SECONDARY ENTRY (WEST)

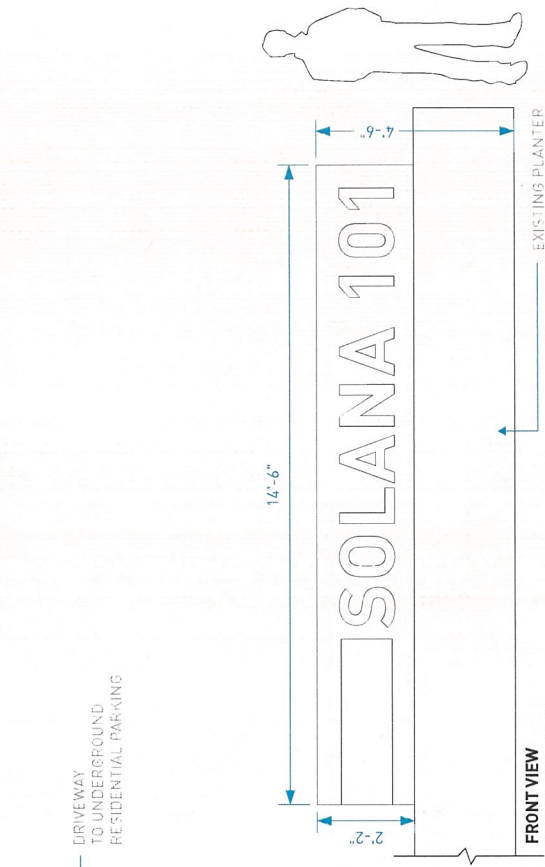
Conceptualization



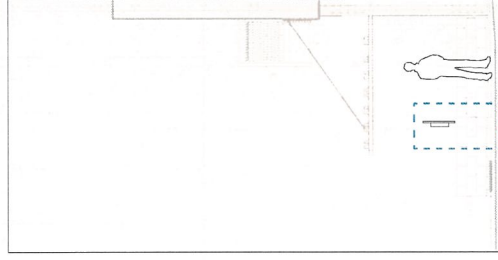
PLAN VIEW
SCALE: 1/8" = 1'-0"



WEST ELEVATION VIEW: ENTRY SIGN
SCALE: 1/8" = 1'-0"



FRONT VIEW
SCALE: 3/8" = 1'-0"



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

SIGN SPECIFICATIONS*

3.A SECONDARY SOLANA 101 ENTRY SIGN:

CUSTOM, FREESTANDING MONUMENT SIGN TO IDENTIFY THE PROJECT OFF OF SIERRA AVENUE. THIS SIGN IS NOT TO EXCEED 32 SQUARE FEET. GRAPHICS TO INCLUDE THE PROJECT LOGO MARK (TBD). THE SIGN WILL INCLUDE MATERIALS AND COLORS THAT INTEGRATE WITH THE BUILDING ARCHITECTURE. THE SIGN WILL HAVE REVERSE-HALO ILLUMINATION.

23.G RESIDENTIAL PARKING GARAGE ENTRY WALL SIGN:

CUSTOM, WALL MOUNTED SIGN GRAPHICS TO IDENTIFY THE VEHICULAR ENTRANCE TO THE PROJECT'S RESIDENTIAL UNDERGROUND PARKING GARAGE OFF SIERRA AVE. THIS WALL SIGN IS NOT TO EXCEED 81 SQUARE FEET. GRAPHICS TO INCLUDE THE WORDS "RESIDENTIAL PARKING" AS WELL AS A DIRECTIONAL ARROW. THE SIGN WILL INCLUDE MATERIALS AND COLORS THAT INTEGRATE WITH THE BUILDING ARCHITECTURE. THE SIGN WILL BE EITHER EXTERNALLY ILLUMINATED OR HAVE REVERSE-HALO ILLUMINATION.

24.G VEHICULAR INFORMATIONAL / DIRECTIONAL SIGNS:

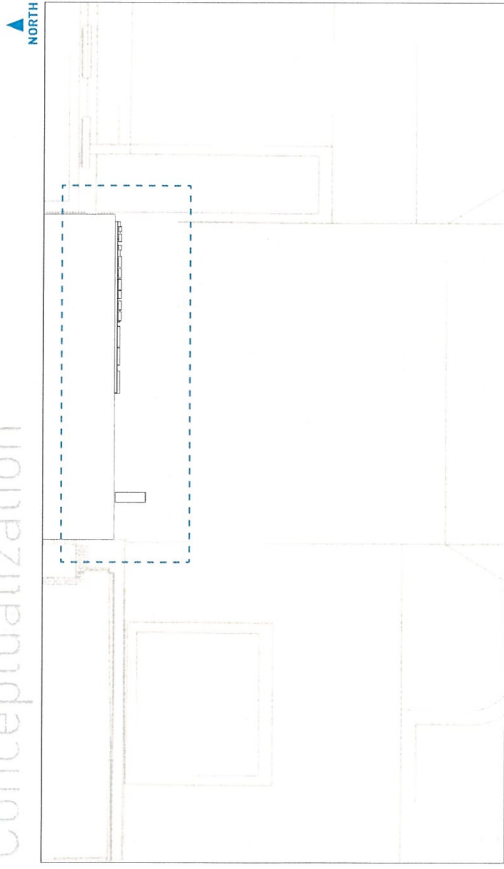
VEHICULAR ORIENTED ENTRANCE / EXIT SIGNS WITH CLEARANCE HEIGHT INFO.

*THESE DESIGNS ARE CONCEPTUALIZATIONS AND SUBJECT TO STYLE AND MATERIAL CHANGES. ALL SIGNS, MATERIALS, FINISHES, AND PLACEMENT ARE SUBJECT TO REVIEW AND APPROVAL OF SOLANA 101 MANAGEMENT AND THE CITY OF SOLANA BEACH.

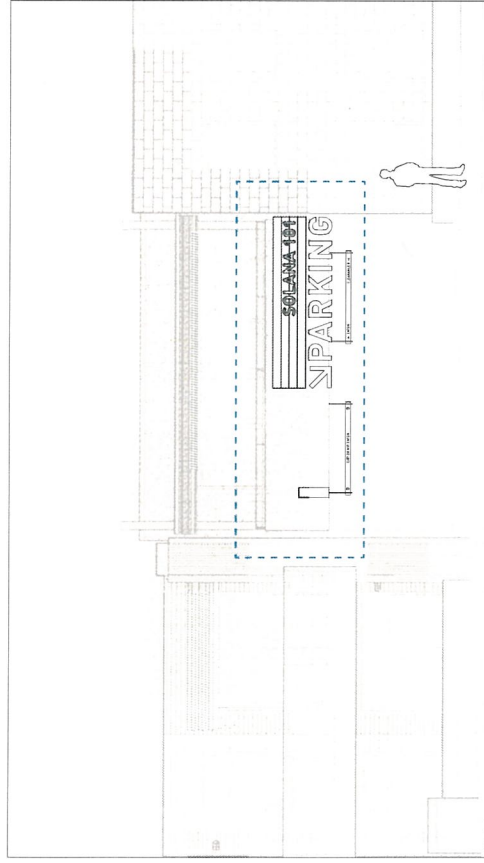
Solana 101 | Comprehensive Sign Plan

CONCEPTUALIZATION: 4.A PARKING GARAGE ENTRY (SOUTH)

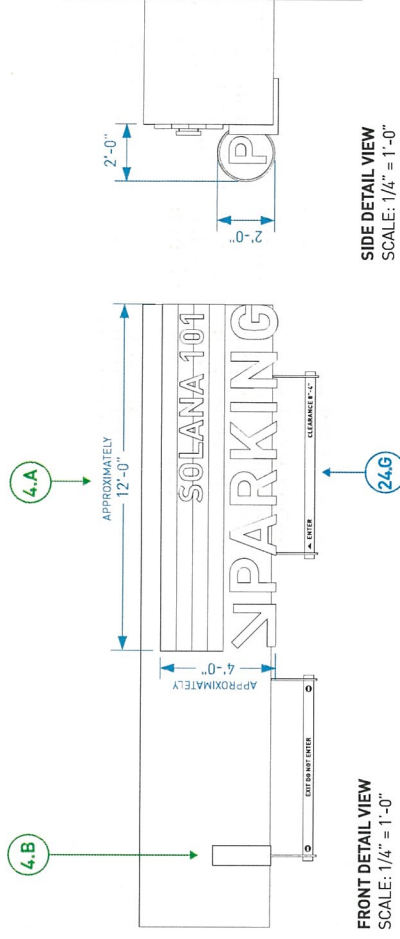
Conceptualization



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



SOUTH ELEVATION VIEW: PARKING ENTRY SIGN
SCALE: 1/8" = 1'-0"



FRONT DETAIL VIEW
SCALE: 1/4" = 1'-0"

SIGN SPECIFICATIONS*

4.A **PARKING GARAGE ENTRY WALL SIGN:** CUSTOM, WALL MOUNTED SIGN GRAPHICS TO IDENTIFY THE VEHICULAR ENTRANCE TO THE PROJECT'S UNDERGROUND PARKING GARAGE OFF DAHLIA DRIVE. THIS WALL SIGN IS NOT TO EXCEED 80 SQUARE FEET. GRAPHICS TO INCLUDE THE PROJECT LOGO MARK (TBD), THE WORD "PARK" OR "PARKING" AND DIRECTIONAL ARROW. THE SIGN WILL INCLUDE MATERIALS AND COLORS THAT INTEGRATE WITH THE BUILDING ARCHITECTURE. THE SIGN WILL BE INTERNALLY ILLUMINATED.

4.B **PARKING PROJECTING SIGN:** IN ADDITION TO THE WALL SIGN, A VEHICULAR PROJECTING BLADE SIGN WITH PARKING IDENTIFICATION WILL BE ALLOWED TO REINFORCE THE PARKING ENTRY FROM HIGHWAY 101. THE SIGN SHALL NOT EXCEED 4 SQUARE FEET. THE SIGN WILL BE INTERNALLY ILLUMINATED

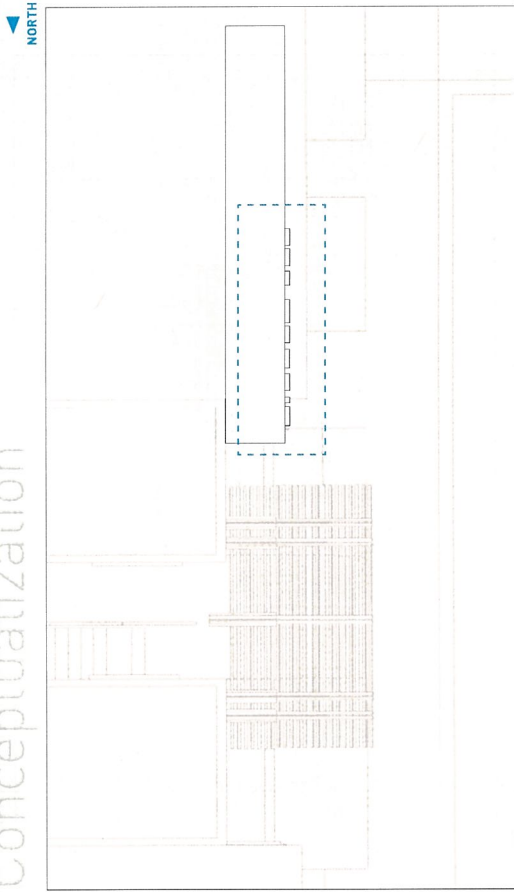
24.G **VEHICULAR INFORMATIONAL / DIRECTIONAL SIGNS:** VEHICULAR ORIENTED ENTRANCE / EXIT SIGNS WITH CLEARANCE HEIGHT INFO

*THESE DESIGNS ARE CONCEPTUALIZATIONS AND SUBJECT TO STYLE AND MATERIAL CHANGES. ALL SIGNS, MATERIALS, FINISHES, AND PLACEMENT ARE SUBJECT TO REVIEW AND APPROVAL OF SOLANA 101 MANAGEMENT AND THE CITY OF SOLANA BEACH.

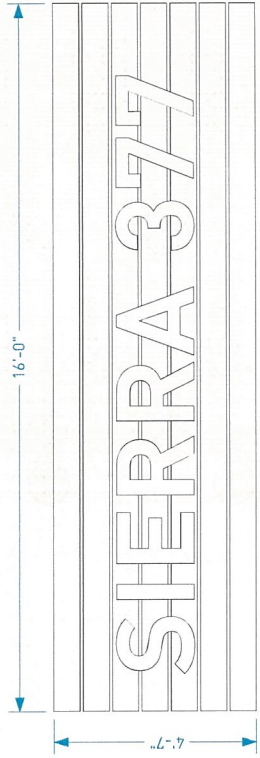
Solana 101 | Comprehensive Sign Plan

CONCEPTUALIZATION: 28.J TENANT DIRECTORY

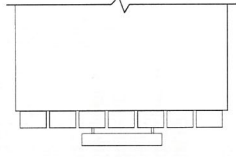
Conceptualization



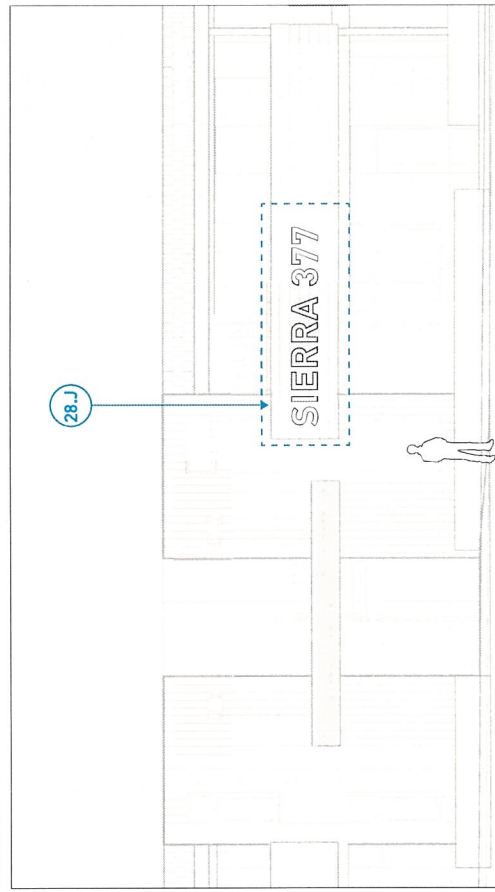
PLAN VIEW
SCALE: 1/8" = 1'-0"



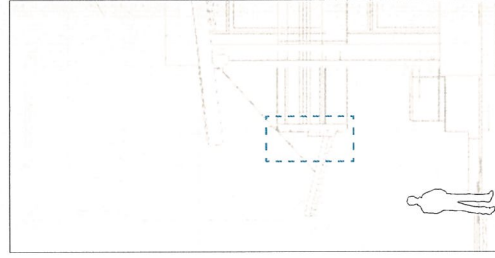
FRONT VIEW
SCALE: 3/8" = 1'-0"



SIDE VIEW
SCALE: 3/8" = 1'-0"



WEST ELEVATION VIEW: ENTRY SIGN
SCALE: 1/8" = 1'-0"



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

SIGN SPECIFICATIONS*

28.J RESIDENTIAL ID SIGN:

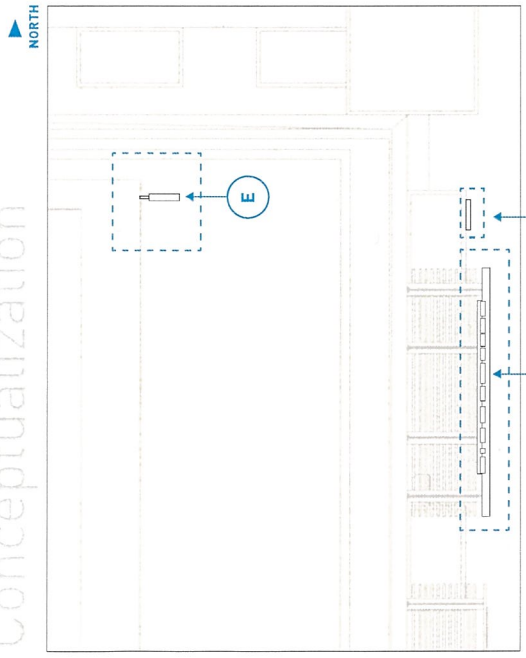
A WALL MOUNTED SIGN TO IDENTIFY THE RESIDENTIAL PROPERTY OFF OF SIERRA AVENUE. THIS WALL SIGN IS NOT TO EXCEED 81 SQUARE FEET. GRAPHICS TO INCLUDE THE PROJECT LOGO MARK (TBD) AND ADDRESS. THE SIGN WILL INCLUDE MATERIALS AND COLORS THAT INTEGRATE WITH THE BUILDING ARCHITECTURE. THE SIGN WILL HAVE REVERSE-HALO ILLUMINATION.

*THESE DESIGNS ARE CONCEPTUALIZATIONS AND SUBJECT TO STYLE AND MATERIAL CHANGES. ALL SIGNS, MATERIALS, FINISHES, AND PLACEMENT ARE SUBJECT TO REVIEW AND APPROVAL OF SOLANA 101 MANAGEMENT AND THE CITY OF SOLANA BEACH.

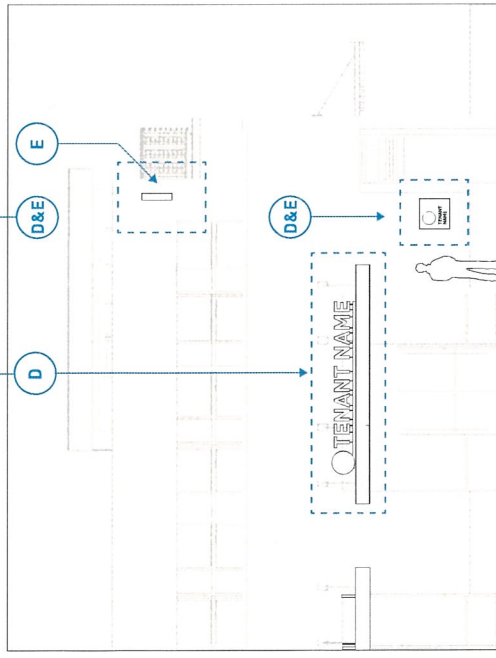
Solana 101 | Comprehensive Sign Plan

CONCEPTUALIZATION: D&E RETAIL AND OFFICE TENANT SIGNS

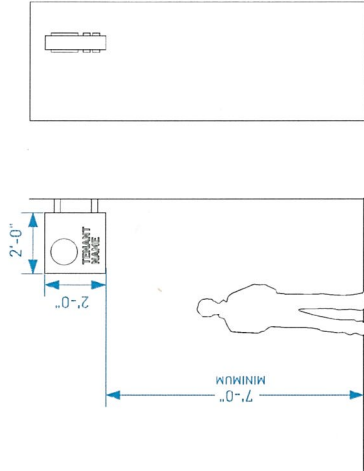
Conceptualization



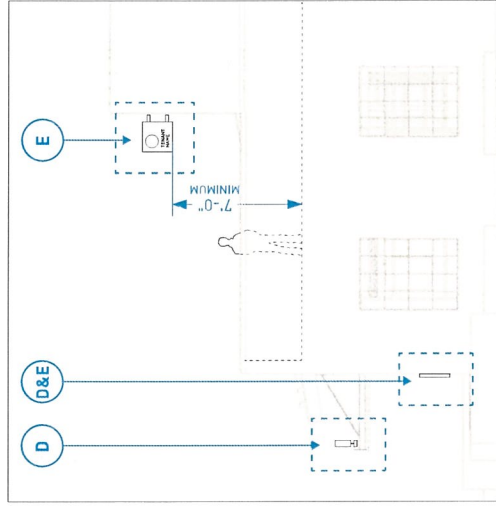
PLAN VIEW
SCALE: 1/8" = 1'-0"



WEST ELEVATION VIEW: ENTRY SIGN
SCALE: 1/8" = 1'-0"



E. FRONT VIEW
SCALE: 1/4" = 1'-0"



E. SIDE VIEW
SCALE: 1/4" = 1'-0"

SIGN SPECIFICATIONS*

D RETAIL-GROUND LEVEL PRIMARY TENANT ID SIGN:

EXAMPLE OF AWNING MOUNTED SIGN TO IDENTIFY TENANT SPACE. TENANT SPACES ARE ALLOWED ONE SQUARE FOOT OF SIGNING PER LINEAR FOOT OF SUITE FRONTAGE. GRAPHICS TO INCLUDE TENANT LOGO MARK (TBD), THE SIGN WILL BE INTERNALLY ILLUMINATED.

E UPPER-OFFICE LEVEL PRIMARY TENANT ID:

EXAMPLE OF PROJECTING BLADE SIGN. GRAPHICS INCLUDE TENANT LOGO AND SIGN MUST NOT EXCEED 4 SQUARE FEET IN SIZE, WITH A MINIMUM OF 7'-0" CLEARANCE TO BOTTOM OF SIGN. THE SIGN MAY BE INTERNALLY ILLUMINATED.

D&E SECONDARY TENANT ID WALL PLAQUE SIGN:

(APPLIES TO RETAIL-GROUND AND UPPER-OFFICE TENANTS)
EXAMPLE OF A WALL-MOUNTED TENANT PLAQUE. GRAPHICS INCLUDE TENANT LOGO AND SIGN MUST NOT EXCEED 4 SQUARE FEET IN SIZE. THE SIGN MAY BE INTERNALLY ILLUMINATED.

*THESE DESIGNS ARE CONCEPTUALIZATIONS AND SUBJECT TO STYLE AND MATERIAL CHANGES. ALL SIGNS, MATERIALS, FINISHES, AND PLACEMENT ARE SUBJECT TO REVIEW AND APPROVAL OF SOLANA 101 MANAGEMENT AND THE CITY OF SOLANA BEACH.

RESOLUTION NO. 2018-138

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING A COMPREHENSIVE SIGN PLAN FOR SOLANA BEACH 101, A MIXED USE DEVELOPMENT ON PROPERTY AT THE NORTHWEST CORNER OF HIGHWAY 101 AND DAHLIA DRIVE.

APPLICANT: Zephyr Partners
CASE NO.: 17-14-08 CSP

WHEREAS, Zephyr Partners (hereinafter referred to as "Applicant") has submitted an application for a Development Review Permit (DRP), Structure Development Permit (SDP), and Comprehensive Sign Program (CSP) subject to Title 17 (Zoning), of the Solana Beach Municipal Code (SBMC); and

WHEREAS, at the public hearing on July 10, 2018, the City Council received and considered evidence concerning the proposed application; and

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

WHEREAS, the City Council of the City of Solana Beach certified the Final Environmental Impact Report (FEIR), and adopted a Mitigation Monitoring and Reporting Program (MMRP) and Findings of Fact for the Solana Beach 101 project in accordance with the California Environmental Quality Act and the State CEQA Guidelines via Resolution 2018-098; and

WHEREAS, on July 10, 2018, the City Council conditionally approved a DRP and SDP with a requirement that the Applicant submit a Comprehensive Sign Plan (CSP) for City Council consideration; and

WHEREAS, on October 10, 2018, the City Council opened a public hearing to consider the Applicant's request for additional time and continued the hearing to October 24, 2018; and

WHEREAS, at the continued public hearing on October 24, 2018, 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 of the City of Solana Beach found that no further environmental review is required because the CSP was considered as part of the FEIR that was certified on July 10, 2018; and

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

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

1. That the foregoing recitations are true and correct.
2. That the City Council has adopted and certified the FEIR in compliance with CEQA pursuant to Sections 15161 of the State CEQA Guidelines, adopted the MMRP, and made the required Findings of Fact. Therefore, no further environmental review is required.
3. That the City Council finds and approves the Solana 101 CSP as submitted on October 15, 2018, to be in substantial conformance with the City's Comprehensive Sign Ordinance and Highway 101 Specific Plan.
4. ENFORCEMENT: Pursuant to SBMC 17.72.120(B) failure to satisfy any and all conditions of approval is subject to the imposition of penalties as set forth in SBMC Chapters 1.16 and 1.18 in addition to any applicable revocation proceedings.
5. CONDITIONS

Prior to use or development of the property in reliance on this permit and except as modified herein, all other terms and conditions of Resolution Nos. 2018-097, 2018-98 and 2018-99 are in full force and effect. Applicant shall provide for and adhere to all conditions approved previously, as well as the following conditions:

A. Community Development Department Conditions:

- I. All business identification signage shall substantially conform to the approved CSP.
 - II. Any proposed signage will require a separate sign and/or building permit approved by the City of Solana Beach.
 - III. Any substantive changes to the CSP would require further review and approval by the City Council.
6. EXPIRATION: The Comprehensive Sign Plan for the project will expire on 24 months from July 24, 2018 unless the Applicant has recorded a Final Map (if required), 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.

7. INDEMNIFICATION AGREEMENT: The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, 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 the 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 Applicant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, held on the 24th day of October, 2018, 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: October 24, 2018
ORIGINATING DEPT: Engineering Department
SUBJECT: **Council Consideration of Resolution No. 2018-126 Authorizing the City Manager to Execute a Professional Services Agreement for Preliminary Design of the Marine Safety Center Improvement Project**

BACKGROUND:

The Marine Safety Center (MSC) at Fletcher Cove was constructed in or around the 1940s and is in need of constant repairs and renovation to meet the needs of the Marine Safety Department. At the May 10, 2017 City Council meeting, a Needs Assessment and Feasibility Study (Study) was presented to the Council. The Study was prepared to determine the best course of action for the renovation or replacement of the existing facility.

At the October 11, 2017 City Council meeting, the City Council authorized the City Engineer to issue a Request for Proposals (RFP) for preparation of preliminary design plans and application package for discretionary permits processing. To accomplish this task, Staff issued a RFP to solicit proposals from consultants experienced in performing design services for similar facilities in other jurisdictions. Four proposals were received. Staff evaluated all proposals and is recommending the most qualified consultant to perform the preliminary engineering for the MSC Improvement Project (Project).

This item is before the City Council for the consideration of Resolution No. 2018-126 (Attachment 1) that would authorize the City Manager to enter into a Professional Services Agreement with domusstudio architecture (domus) for the preparation of preliminary design plans and application package for discretionary permits processing for the Marine Safety Center Improvement Project.

CITY COUNCIL ACTION: <hr/> <hr/>
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DISCUSSION:

A RFP for the Project was issued in March 2018 and the City received proposals from four consultants in May 2018. The scope of work outlined in the RFP was for the preparation of preliminary engineering/design plans and application package for discretionary permits processing. This scope of work also included an extensive public outreach component. The proposed costs submitted by the four consultants for the scope of work for the Project ranged from approximately \$60,000 to \$200,000. A summary of the four proposals received is included in Attachment 2. It should be noted that the selection of the consultant recommended by Staff to provide the requested services is not based exclusively on their cost proposals as discussed below. The ultimate cost proposal is the result of negotiations between Staff and the selected consultant.

After reviewing the four proposals received, Staff rejected the lowest proposal because the scope of work submitted was non-responsive, incomplete and Staff did not think the consultant was qualified to perform the work. Staff then determined that the proposal, expertise, and experience provided by domus is superior to the other firms. Although the other two qualified firms have relevant backgrounds in engineering and design services for marine safety centers, Staff feels that domus is the best fit for our City and is recommending that a Professional Services Agreement (PSA) (Attachment 3) be pursued with domus.

Domus has extensive experience with public or publically used facilities including the South Mission Bay Lifeguard Station. The design team at domus has done numerous public buildings including fire stations in Carlsbad and Encinitas and two publically used buildings in Solana Beach including the Solana Beach Presbyterian Church and St. James Catholic Church. The domus team is well situated to provide all services required to complete the initial phase of the project and capable of completing future phases if requested at a later date.

When the Project was presented to the City Council in May 2017, Council directed Staff to move forward with Option 3, which would demolish the existing MSC and construct a new MSC. Council also directed Staff to reduce the size of the proposed new MSC. Since detailed design studies were not performed in conjunction with the Needs Assessment Study, it is difficult to place an exact number on the size of the proposed facility. As previously requested by the City Council, Staff is recommending the size of the proposed facility should not exceed 4,000 square feet (sf). This proposed size limit could be further reduced depending on the result of more detailed engineering studies.

CEQA COMPLIANCE STATEMENT:

Approval of a PSA for preliminary design of the Project is not a project as defined by CEQA. The appropriate environmental analysis will be performed as part of the next phase of the project.

FISCAL IMPACT:

The Fiscal Year (FY) 2018/19 Adopted Budget included \$125,000 for the next phase of the Project, which would include preliminary engineering/design in order to develop the preferred alternative to the 30% design phase. During this phase, sufficient details would be developed that would allow for submittals for discretionary permits such as a Structure Development Permit/Development Review Permit through the City and a Coastal Development Permit through the California Coastal Commission.

The cost to prepare the preliminary engineering/design and submittal of discretionary permits submitted by domus is \$138,000, which includes \$5,000 for reimbursable expenses such as printing of plans and production of exhibits used during public workshops and meetings. Since the current appropriated funding for this phase of the project is \$125,000, Staff is recommending appropriation of additional \$13,000 to cover the shortfall.

Once the preliminary engineering/design is completed and the discretionary permits are obtained, Staff is estimating that it would cost an additional \$450,000 to complete environmental studies, final design plans and specifications. All of these items are required before the project could be advertised for construction bids. The final design cost is a very rough estimate calculated by Staff in order to give an idea of the funding needed to complete the design of the MSC. Those costs would be subject to negotiations with the selected consultant once the Project reaches that phase.

WORK PLAN:

The Project is consistent with Item B.1 of the Community Character Priorities section of the FY 2018/19 Work Plan.

OPTIONS:

- Approve Staff recommendation.
- Approve Staff recommendation with modifications.
- Do not approve Staff recommendation and provide direction.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council consider adoption of Resolution No. 2018-126:

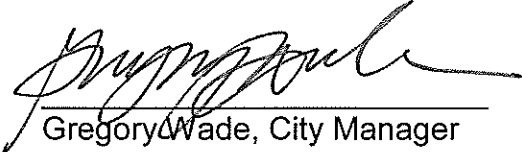
1. Authorizing the City Manager to enter into a Professional Services Agreement with doumusstudio architecture for the preparation of preliminary design plans

and application package for discretionary permits processing of the Marine Safety Center Improvement Project.

2. Authorizing an appropriation of \$13,000 from the Transit Occupancy Tax (TOT) Reserves into the Marine Safety Center Improvement Project in the Capital Improvement Program.
3. Authorizing the City Treasurer to amend the FY 2018/19 Adopted Budget accordingly.

CITY MANAGER RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution No. 2018-126
2. Summary of proposals received
3. Professional Services Agreement with domus

RESOLUTION 2018 – 126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR PRELIMINARY DESIGN OF THE MARINE SAFETY CENTER IMPROVEMENT PROJECT

WHEREAS, the Marine Safety Center (MSC) at Fletcher Cove was constructed in or around the 1940s and is in need of constant repairs and renovation to meet the needs of the Marine Safety Department; and

WHEREAS, at the May 10, 2017 City Council meeting, a Needs Assessment and Feasibility Study (Study) was presented to the Council. The Study was prepared to determine the best course of action for the renovation or replacement of the existing facility; and

WHEREAS, at the October 11, 2017 City Council meeting, the City Council authorized the City Engineer to issue a Request for Proposals (RFP) for preparation of preliminary design plans and application package for discretionary permits processing; and

WHEREAS, Staff issued a RFP to solicit proposals from consultants experienced in performing design services for similar facilities in other jurisdictions and four proposals were received. Staff evaluated all proposals and is recommending the most qualified consultant to perform the preliminary engineering for the MSC Improvement Project.

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 enter into a Professional Services Agreement with doumusstudio architecture for the preparation of preliminary design plans and application package for discretionary permits processing of the Marine Safety Center Improvement Project.
3. That the City Council authorizes an appropriation of \$13,000 from the Transit Occupancy Tax (TOT) Reserves into the Marine Safety Center Improvement Project in the Capital Improvement Program.

4. That the City Council authorizes the City Treasurer to amend the FY 2018/19 Adopted Budget accordingly.

PASSED AND ADOPTED this 24th day of October, 2018, 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

DAVID A. ZITO, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

Proposals Received to Prepare Preliminary Design for Marine Safety Center

Name of Company	Amount of Proposal
Alberti + Alberti	\$ 56,350 + reimbursable expenses
Stephen Dalton Architects	\$136,073 + reimbursable expenses
doumsstudio architecture	\$157,725 + reimbursable expenses
SGPA Architecture and Planning	\$198,000 (includes reimbursable expenses)

ATTACHMENT 2

10/17/2018

City of Solana Beach
PROFESSIONAL SERVICES AGREEMENT
FOR PROFESSIONAL SERVICE

THIS Professional Services Agreement ("AGREEMENT") is made and entered into this ____ day of ____, 2018 by and between the CITY OF SOLANA BEACH, a municipal corporation ("CITY"), and, DOMUSSTUDIO ARCHITECTURE, a Limited Liability Partnership ("CONSULTANT") (collectively "PARTIES").

WHEREAS, the CITY desires to employ a CONSULTANT to furnish PRELIMINARY DESIGN PLANS AND APPLICATION PACKAGE ("PROFESSIONAL SERVICES") for the MARINE SAFETY CENTER IMPROVEMENT PROJECT ("PROJECT"); and

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

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

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

1. PROFESSIONAL SERVICES.

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

2. DURATION OF AGREEMENT.

- 2.1. **Term.** The term of this AGREEMENT shall be for a period of one (1) year beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.
- 2.2. **Extensions.** If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year periods or parts thereof per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONSULTANT's satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONSULTANT prior to exercising the option.

ATTACHMENT 3

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

3. COMPENSATION.

- 3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall not exceed one hundred thirty-eight thousand dollars (\$138,000) without prior written authorization from CITY. CONSULTANT shall bill the CITY for work provided and shall present a written request for such payment monthly.
- 3.2. **Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services.
- 3.3. **Costs.** Any costs billed to the CITY shall be in accordance with any terms negotiated and incorporated herein as part of Exhibit "A" Scope of Services and Fee.

4. INDEPENDENT CONTRACTOR.

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

5. STANDARD OF PERFORMANCE.

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

6. WARRANTY OF CONSULTANT'S LICENSE.

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

7. AUDIT OF RECORDS.

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

8. CONFIDENTIALITY.

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

9. CONFLICTS OF INTEREST.

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

10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.

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

11. INSURANCE

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

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

12. INDEMNIFICATION.

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

13. SUBCONSULTANTS.

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

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

14. NON-DISCRIMINATION.

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

15. NOTICES.

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

Mohammad Sammak, Director of Engineering and
Public Works
City of Solana Beach
635 S. Highway 101
Solana Beach, CA 92075

Wayne Holtan, AIA, Principal
domusstudio architecture
2800 Third Avenue
San Diego, CA 92103

16. ASSIGNABILITY.

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

17. RESPONSIBILITY FOR EQUIPMENT.

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

18. CALIFORNIA LAW; VENUE.

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

19. COMPLIANCE WITH LAWS.

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

20. ENTIRE AGREEMENT.

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

21. NO WAIVER.

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

22. SEVERABILITY.

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

23. DRAFTING AMBIGUITIES.

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

24. CONFLICTS BETWEEN TERMS.

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

25. EXHIBITS INCORPORATED.

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

26. SIGNING AUTHORITY.

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

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

CITY OF SOLANA BEACH, a municipal corporation

domusstudio architecture, a limited liability partnership

By:

By:

City Manager, Gregory Wade

Signature

Print Name and Title

ATTEST:

City Clerk, Angela Ivey

APPROVED AS TO CONTENT:

Mohammad Sammak, Director of Engineering and Public Works

APPROVED AS TO FORM:

City Attorney, Johanna N. Canlas

EXHIBIT "A"
SCOPE OF SERVICES AND FEE

Scope of Work Plan – Task, Deliverables

Sequential work tasks to complete the project:

WORK TASK	RESOURCE	DELIVERABLES
Site Information Gathering:		
• Kick-off Meeting	domusstudio	• Meeting Minutes
• Review Existing Marine Safety Dept Data	domusstudio	• Summary Report
• Review existing Topographic, Utility, & Easement Survey	Civil	• Topographic Survey
• Review Exist Geotechnical Report of the Site and Update for new scope – Beach Stair & Seawall	Geotechnical Engineering	Geotechnical Report
• Conduct Interviews with the City and Staff	domusstudio , City	• Summary of Operational Requirements
• Review Program Development/Refinement	domusstudio	• Space Need Analysis Document-Program
• Contact Utility Companies (changes, relocations, extensions, adjustments)	Civil, MEP	• Summary Report
• Identify the Public Works, Planning & Zoning Entitlements, Environmental concerns	domusstudio , Civil, Landscape	• Location & Design Requirements/Entitlements
• Confirm Option 3 – New Building Design Direction	domusstudio , Project Team	• Design Option Requirements
• Review Sustainable Design Opportunities	domusstudio	• Evaluate Opportunities/ Preliminary Checklist
• Team Meeting	Project Team	• Meeting Minutes
• Review Utility connections. Confirm Data and Communications Scope to Coordinate	domusstudio , Civil, electrical	• Summary Report
• Evaluate location options for Site Design	domusstudio	• Site/Design Option Plan
Preliminary Site and Building Design/Schematic Design (30%):		
• Meet with City/Marine Safety Project Team and Visit other Stations	domusstudio , Consultant Team, City, Staff	• Meeting Minutes
• Summarize "Lessons Learned" report for Facility Operations and compare to Assessment Report.	domusstudio	• Summary Report
• Community/Public Workshop #1	domusstudio , Project Team	• Feedback and Summarize Comments

- Develop Alternate Schematic/Conceptual Designs
 - Site circulation of vehicles
 - Placement of buildings
 - Conceptual layout of program spaces
 - Initiate Sustainability Checklist - Goals
 - Team Meeting Review
 - Incorporate Feedback to Develop Site Concept with Plan Layout of Program Spaces: Preliminary Design
 - Integrate Initial Geotechnical, Civil, Grading and Landscape Requirements
 - Integrate Initial Circulation & Stormwater & Site Improvement Requirements
 - Integrate Building Orientation, Functionality, Size, Sustainable Design, Massing Requirements
 - Initiate Coordination of Building Systems
 - Initiate Preliminary Cost Estimate & Specifications
 - Team Meeting: Present the Preliminary Building Design
 - Review by the City/Marine Safety Project Team
 - Progress Presentation to City Council
 - Meet with City Planning for Environmental Review – Anticipated Process and Document Requirements
 - Refine SD (30%) Set
 - Team Meeting
 - Community/Public Workshop #2 – Progress Review
 - Initiate Informal Discretionary Applications and Coastal Meeting #1
 - Refine Progress Plans and Incorporate Mitigation Measures from Environmental & Coastal Review
- domusstudio,**
Civil, Landscape
- domusstudio,**
Consultant Team
Project Team
- domusstudio,**
Consultant Team
- domusstudio**
Geotech, Civil,
Landscape
- domusstudio,**
Civil, Landscape
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Consultant Team
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City, Staff, Project
Team
- domusstudio**
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City,
Environmental,
Civil, Landscape
- domusstudio,**
Consultant Team
Project Team
- domusstudio**
- domusstudio,**
Consultant Team
- Project Team
- Conceptual Site Plan Studies
 - Prelim Checklist
 - Meeting Minutes
 - Site Plan Refinement
 - Review Reports/ Impacts to Design
 - Schematic Site Plan Impact
 - Location & Building Design Requirements/Impacts
 - Document Checklist
 - Preliminary Cost Estimate
 - Meeting Minutes
 - Review Comments/Notes
 - Progress Scope/Design Clarification
 - Summary Report
 - Progress Schematic Design Documents
 - Meeting Minutes
 - Community Review/Input
 - Draft Applications, Drawings & Exhibits
 - Progress/Refined Schematic Design (30%) Documents – Site Plans, Site Sections, Plans, Elev/Section, Story Pole Plan, Renderings, Color/Material Bd, Site Photo

- Team Review with Coastal Mtg #2 on Informal Discretionary SDP, DRP, & CDP Submittal Packages
- Refine Plans & Draft Applications from Coastal Informal Review & Assist City to prepare for Formal Submittals

City/Staff

domusstudio

- Review Comments/Notes to plans, renderings, materials
- Application Documents;

FEE BY MAJOR WORK TASK:

Task:	Fee:
General	\$14,000
Project Preliminary (30%) Design	\$71,635
Discretionary Permits Approval Process	\$36,500
Environmental Clearance	\$3,000
Public Meetings / Workshops/ City Council Meetings	<u>\$7,500</u>
	\$132,635

Estimated Reimbursable Expense (3%) \$ 5,000

FEEES BY CONSULTANTS

Architectural Design -----	\$72,000
1. Typical Prelim 30% Design	\$49,000
2. Discretionary Phase Support & Assistance	\$23,000
Structural -----	\$ 3,500
Mechanical / Plumbing -----	\$ 2,500
Electrical /Low Voltage -----	\$ 3,000
Civil -----	\$23,000
1. Typical Prelim 30% Design	\$ 7,400
City of Solana Beach Experience Factor for Discretionary Phase Assistance - Additional Items Required;	
2. Expanded Grading & Drainage Plan	\$ 4,500
3. Stormwater Quality Management Plan (SWQMP)	\$ 5,900
4. Story Pole Plan	\$ 700
5. Prelim Drainage Plan	\$ 1,500
6. Discretionary Phase Support & Assistance	\$ 3,000
Landscape -----	\$10,000
1. Typical Prelim 30% Design	\$ 7,000
2. Discretionary Phase Support & Assistance	\$ 3,000
Cost Estimating -----	\$ 3,135
Geotech -----	\$ 8,500
1. Prelim 30% Design – includes Seawall and Stair	\$ 6,500
2. Discretionary Phase Support & Assistance	\$ 2,000
0Environmental -----	<u>\$ 7,000</u>
1. Environmental Clearances Review	\$ 3,000
2. Coastal Dev Permit Processing Assistance	\$ 4,000

Reimbursable expenses: \$5,000

Total not to exceed fee: \$138,000

EXEMPTIONS:

- A. Story Pole Survey Plan and Certification. - Can be provided for an additional fee.
- B. Field Topo/Survey Services. - Can be provided for an additional fee.
(Existing Aerial Topo files to be provided by City)
- C. Additional Design Development Phase Scope on Safety Center Bldg. by Structural. - \$10,000
- D. Geotechnical Study for Wave Runup/Sea Level Rise Studies - N.A. at Prelim 30% Design Level

domusstudio Rate Schedule

CLASSIFIATION	PERSONNEL	HOURLY RATE
PRINCIPAL	Jonathan Dominy, A.I.A. Wayne Holtan, A.I.A. David Keitel, A.I.A. David Pfeifer, A.I.A. John Pyjar, A.I.A.	\$190
PROJECT MANAGER	Lisa D'Ambrosia, Architect Robert Milewski, Architect	\$150
PROJECT ARCHITECT	Sean Cahalin, Architect (licensed in MD & WA) Adam Martin (licensed in LA) Michael D. Meizen, Architect Toni Pyjar, Architect Tommy Ross, Architect Nicolas Wilson, Architect	\$125
DESIGNER / JOB CAPTAIN	Jennifer Phillip Scott McColl Amanda Rooney Jessica Schwartz Diane Zoura	\$100
INTERN	Abril Inzunza	\$80
BUSINESS ADMINISTRATOR	Jill Childers	\$95

EEO Provisions: domusstudio architecture is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available persons in every job. Company policy prohibits unlawful discrimination based on race, color, creed, gender, religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition including genetic characteristics, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful.

Our Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of the Company and prohibits unlawful discrimination by any staff member of the Company, including Partners and Associates and outside Consultants.



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: October 24, 2018
ORIGINATING DEPT: City Attorney's Office
SUBJECT: **Consider the Introduction (1st Reading) of Ordinance 489 Adding Section 2.04.015 to the Solana Beach Municipal Code Regarding Mayoral Duties**

BACKGROUND:

On July 10, 2018, the City Council adopted Ordinance 488 establishing a by-district election process in four council districts with an elective office of Mayor pursuant to California Government Code §§ 32872(c) and 34886. The district-based elections process and elective Mayor will begin with the general municipal election on November 2020. The Solana Beach Municipal Code is currently silent on the duties and responsibilities of an elected Mayor.

The item before the City Council is to consider the draft ordinance for introduction and provide direction as may be needed.

DISCUSSION:

State law places certain duties and responsibilities on the position of Mayor. For example, Government Code § 36802 states the Mayor shall be the presiding officer of the City Council. Government Code § 40602 provides the Mayor shall sign all: (i) warrants drawn on the City Treasurer; (ii) written contracts and conveyances made or entered into by the City; and (iii) instruments requiring the City Seal with the exception of whether there is a City Council ordinance stating an officer other than the Mayor may sign instruments requiring the City Seal. Government Code section 40605 states the Mayor, with approval of the City Council, shall make all appointments to boards, commissions, and committees unless otherwise provided by statute.

COUNCIL ACTION:

This Ordinance would add section 2.04.015 to the Solana Beach Municipal Code codifying these duties of the Mayor. The duties and responsibilities outlined in the draft ordinance as section 2.04.015 are only those required by state law.

CEQA COMPLIANCE STATEMENT:

California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3) in that it is not a project which has the potential for causing a significant effect on the environment.

FISCAL IMPACT:

None.

WORK PLAN:

N/A

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council consider the introduction (1st reading) of Ordinance 489 adding Section 2.04.015 to the Solana Beach Municipal Code which would codify Mayoral duties as set out in state law.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Ordinance 489

ORDINANCE 489

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA AMENDING TITLE 2, CHAPTER 2.04 OF THE SOLANA BEACH MUNICIPAL CODE BY ADDING SECTION 2.04.015

WHEREAS, the City recently adopted Ordinance 488, pursuant to California Government Code sections 34872(c) and 34886, providing for the election of the members of the City Council of the City of Solana Beach by-district in four single-member districts, and a separately elected office of Mayor beginning with the general municipal election on November 2020; and

WHEREAS, the City wishes to further enumerate the duties of the Mayor pursuant to California law; and

WHEREAS, the City Council desires to add section 2.04.015 to the Solana Beach Municipal Code to further clarify the duties and responsibilities of the Mayor.

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

Section 1: All of the above statements are true.

Section 2: Section 2.04.015 of the Solana Beach Municipal Code is hereby added to read as follows:

2.04.015 Mayor.

A. Beginning with the general municipal election in November 2020, the Mayor is elected citywide and shall serve a term of four years pursuant to Solana Beach Municipal Code Sections 2.24.016, 2.24.017 and 2.24.018.

B. The Mayor shall be the presiding officer of the City Council.

C. The Mayor is a member of the City Council with all the powers and duties of a member of the City Council. The Mayor may make or second motions and otherwise participate fully in the workings of the City Council.

C. The Mayor shall sign all:

1. Warrants drawn on the City Treasurer;
2. Written contracts and conveyances made or entered into by the City; and
3. Instruments requiring the City Seal (the Council may provide by ordinance that the instruments described above be signed by an officer other than the Mayor).

D. The Mayor, with approval of the City Council, shall make all appointments to boards, commissions, and committees unless otherwise provided by statute.

E. The Mayor shall perform all duties imposed on the position of Mayor by the laws of the State of California or by ordinance of the City.

F. The Mayor shall be entitled to compensation as set out in Solana Beach Municipal Code Section 2.04.020.

Section 3: The City Council finds that the proposed amendments to the Solana Beach Municipal Code are exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3) in that it is not a project which has the potential for causing a significant effect on the environment.

Section 4: Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Chapter, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Chapter, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

EFFECTIVE DATE: This Ordinance shall be effective thirty (30) days after its adoption. Within fifteen (15) days after its adoption, the City Clerk of the City of Solana Beach shall cause this Ordinance to be published pursuant to the provisions of Government Code Section 36933.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Solana Beach, California on the 24th day of October 2018; and

THEREAFTER ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California on the XX day of November, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

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: October 24, 2018
ORIGINATING DEPT: Community Development
SUBJECT: **My Community Application Update**

BACKGROUND:

In June 2017, City Council authorized the City Manager to execute an agreement with Superior to implement a municipal permit tracking software system, known as TRAKiT, to track and manage property information, development permits, land use permits, building permits, code enforcement cases, business certificates, and fee payments. TRAKiT testing is currently under way. One of the other add-on features that was purchased in conjunction with TRAKiT was "My Community."

This item is intended to provide a brief overview of the My Community Application (App) including, but not limited to, its functionality and capabilities for residents and visitors to report certain issues or areas of concern to the City.

DISCUSSION:

In addition to tracking and managing property and permit information, TRAKiT has add-on features, such as "eTRAKiT" and "My Community", that were also acquired to provide direct benefits to the public. eTRAKiT is a web-based portal that will allow citizens and contractors to access permit, license, code, and land information, check the status of a permit, request inspections, pay fees by credit card, upload plans and supplemental submittal information, apply for and renew permits, and file complaints. The My Community App is a cloud-based mobile platform that will allow residents and visitors to report location-specific complaints such as potholes, graffiti, or illegal construction activity from their smart phone or tablet. These complaints will be assigned to appropriate City Staff with specific workflows depending on their complaint type, and residents and visitors will be able to follow up on the progress of the corrective action. In addition to tying citizen complaints into the TRAKiT system, the My Community App would allow residents and

COUNCIL ACTION:

visitors to access the City's E-blast news feed, event calendar, parks and public facilities, and other useful contact information to supplement the City's website, which is the primary and official source of City-related information.

The My Community App is nearly ready for public use and is expected to be available in early November 2018.

CEQA COMPLIANCE STATEMENT:

This update is not a project under the California Environmental Quality Act (CEQA), therefore not environmental analysis is required at this time.

FISCAL IMPACT:

There is no fiscal impact as a result of this item.

DEPARTMENT RECOMMENDATION:

Staff recommends the City Council receive this Staff Report, review the My Community App presentation, and provide any feedback regarding the My Community App to Staff as necessary.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager