

CITY OF SOLANA BEACH

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



AGENDA

Joint REGULAR Meeting

Wednesday, November 13, 2019 * 6:00 p.m.

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

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

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

Kristi Becker, Councilmember

Kelly Harless, Councilmember

Gregory Wade
City Manager

Johanna Canlas
City Attorney

Angela Ivey
City Clerk

SPEAKERS:

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

READING OF ORDINANCES AND RESOLUTIONS:

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

CALL TO ORDER AND ROLL CALL:

CLOSED SESSION REPORT:

FLAG SALUTE:

APPROVAL OF AGENDA:

PROCLAMATIONS/CERTIFICATES: *Ceremonial*

1. International Kindness Pledge
2. Workplace Gender Equity Day

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.4.)

Items listed on the Consent Calendar are to be acted in a single action of the City Council unless pulled for discussion. Any member of the public may address the City Council on an item of concern by submitting to the City Clerk a speaker slip (located on the back table) before the Consent Calendar is addressed. Those items removed from the Consent Calendar by a member of the Council will be trailed to the end of the agenda, while Consent Calendar items removed by the public will be 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 October 05 – October 25, 2019.

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

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

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

Recommendation: That the City Council

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

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

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

A.3. Community Development Agreements (File 0600-40)

Recommendation: That the City Council

1. Adopt **Resolution 2019-143** authorizing the City Manager to execute a Professional Services Agreement with Hogan Law APC.
2. Adopt **Resolution 2019-144** authorizing the City Manager to execute Professional Services Agreements with Helix Environmental Planning, Inc., Harris & Associates, Inc., Michael Baker International, Inc., The Altum Group, and ESA.

[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. Master Art Policy Compliance – 330 South Cedros Revised Public Art Proposal.

(File 0600-40)

Recommendation: That the City Council

1. Adopt **Resolution 2019-148** approving the proposed art as the fulfillment of the Master Art Policy (MAP) and authorize staff to refund the \$14,250.77 Public Art Fee (PAF) for the private development project once the art has been installed and the final occupancy for the project have been granted.

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

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

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

B. PUBLIC HEARINGS: (B.1. – B.5.)

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. Schedule of Fees Update (File 0390-23)

Recommendation: That the City Council

1. Conduct the Public Hearing: Open the Public Hearing; Report Council Disclosures; Receive Public Testimony; Close the Public Hearing.
2. Consider adoption of **Resolution 2019-149** updating the Schedule of Fees effective January 1, 2020.

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

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

B.2. Community Development Block Grant Funds – ADA Pedestrian Ramp Improvements Fiscal Year 2020-2021 (File 0390-32)

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

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.
2. Adopt **Resolution 2019-146**:
 - a. Finding that the funding request and project implementation are exempt from the California Environmental Quality Act pursuant to the State CEQA Guidelines.
 - b. Approving the list of public street ADA ramp locations.
 - c. Requesting FY 2020-21 Community Development Block Grant Funds for ADA pedestrian ramp improvements at various public street intersections.
 - d. Finding that all of FY 2020-21 CDBG funds, presently estimated at a total of \$44,520, are designated to be used for ADA pedestrian ramp improvements.
 - e. Authorizing the City Manager to execute the County contract for management and implementation of the CDBG program.

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

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

B.3. Introduce (1st Reading) Ordinance 507 - Floodplain Overlay Zone (File 0610-10)

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.
2. If the Council could make the findings as required under SMBC section 17.76.070, introduce **Ordinance 507** to amend the Solana Beach Floodplain Overlay Zone (Sections 17.80.020, 17.80.090, 17.80.110, 17.80.120, 17.80.140, 17.80.150 and 17.80.200) of the SBMC.

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

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

B.4. Public Hearing: 710 W. Solana Circle, Applicant: Hoverman, Case 17-18-29.
(File 0600-40)

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

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.
2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt **Resolution 2019-147** conditionally approving a DRP to allow for the construction of a new 1,997 square foot one-story, single-family residence and garage at 710 West Solana Circle.

[Item B.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.

B.5. Public Hearing: Mixed Use Development at the Northwest Corner of South Highway 101 and Dahlia Drive, Applicant: Zephyr Partners, Case 17-14-08.
(File 0600-40)

The proposed DRP condition amendments meet 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 Public Hearing: Receive Public Testimony, Close the Public Hearing.
2. If the City Council makes the requisite findings to approve the request for a SUB/DRP/SDP/CSP Modification, adopt **Resolution 2019-139** to revise specific conditions of approval in Resolution No. 2018-099 as well as modifications to the Mixed Use Development at the Northwest Corner of S. Highway 101 and Dahlia Drive, Solana Beach.

[Item B.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.

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

Submit speaker slips to the City Clerk.

C.1. Proposed Netly Cabinet Locations for Fiber Optic Network in Public Right of Way (File 1000-10-05)

Recommendation: That the City Council

1. Receive report and provide direction as necessary for the proposed Netly cabinet locations and possible wrapping design options.

[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. Adopt (2nd Reading) Ordinance 506 – Building and Fire Code Updates

(File 0250-70)

Recommendation: That the City Council

1. Adopt **Ordinance 506** (2nd Reading) amending Title 15 of the Solana Beach Municipal Code.

[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. Clean Energy Alliance (CEA) Upfront Costs. (File 1010-46)

Recommendation: That the City Council

1. Adopt **Resolution 2019-150:**
 - a. Authorizing the City to provide \$150,000 for the City's equal share in upfront costs to develop CEA for FY 2019/2020.
 - b. Authorizing the City Manager to negotiate a no-interest Cost Reimbursement for Member Agency Support Agreement with CEA.

[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 12, 2019

COMPENSATION & REIMBURSEMENT DISCLOSURE:

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

COUNCIL COMMITTEE REPORTS: [Council Committees](#)

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

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

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

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

ADJOURN:

Special Meeting Scheduled for November 20, 2019
Next Regularly Scheduled Meeting is December 11, 2019
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 November 13, 2019 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 November 5, 2019 at 5:20 p.m. on the City Bulletin Board at the entrance to the City Council Chambers. Said meeting is held at 6:00 p.m., November 13, 2019, 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 21, 2019, 5:30 p.m. (City Hall)
- **Climate Action Commission**
Wednesday, December 18, 2019, 5:30 p.m. (City Hall)
- **Parks & Recreation Commission**
Thursday, November 14, 2019, 4:00 p.m. (Fletcher Cove Community Center)
- **Public Arts Commission**
Tuesday, November 26, 2019, 5:30 p.m. (City Hall)
- **View Assessment Commission**
Tuesday, November 19, 2019, 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: November 13, 2019
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- 10/05/19 through 10/25/19

Check Register-Disbursement Fund (Attachment 1)		\$	1,137,021.26
Council Payroll	October 10, 2019		4,100.00
Federal & State Taxes	October 10, 2019		417.89
PERS Retirement (EFT)	October 10, 2019		508.94
Net Payroll	October 18, 2019		219,751.87
Federal & State Taxes	October 18, 2019		58,242.30
PERS Retirement (EFT)	October 18, 2019		92,028.73
Retirement Payroll	October 23, 2019		9,868.00

TOTAL		\$	<u>1,521,938.99</u>
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DISCUSSION:

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

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

The register of demands for October 5, 2019 through October 25, 2019 reflects total expenditures of \$1,521,938.99 from various City funding sources.

CITY COUNCIL ACTION: _____

WORK PLAN:

N/A

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

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

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Check Register – Disbursement Fund

PENTAMATION
 DATE: 10/25/2019
 TIME: 15:11:59

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20191005 00:00:00.000' and '20191025 00:00:00.000'
 ACCOUNTING PERIOD: 4/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT	
1011	95958	10/10/19	1135	AFFORDABLE PIPELINE SERV	50900007700	I --SEWR CLEANING- FD	0.00	435.00	
1011	95958	10/10/19	1135	AFFORDABLE PIPELINE SERV	00165006520	H-STORM DRAIN MAINT	0.00	1,140.00	
TOTAL CHECK								0.00	1,575.00
1011	95959	10/10/19	4832	AT&T CALNET 3	50900007700	9391012277 8/24-9/23	0.00	13.46	
1011	95959	10/10/19	4832	AT&T CALNET 3	00165006540	9391012279 8/24-9/23	0.00	44.64	
TOTAL CHECK								0.00	58.10
1011	95960	10/10/19	5174	MEGAN BAVIN	001	CCAC-BAVIN	0.00	10.21	
1011	95960	10/10/19	5174	MEGAN BAVIN	001	CCAC ANNL CONF-BAVIN	0.00	80.04	
TOTAL CHECK								0.00	90.25
1011	95961	10/10/19	5320	BAYSHORE CONSULTING GROU	55000007750	CCA PROF SVC-SEP	0.00	1,650.00	
1011	95961	10/10/19	5320	BAYSHORE CONSULTING GROU	55000007750	CCA PROF SVC-AUG	0.00	1,687.50	
TOTAL CHECK								0.00	3,337.50
1011	95962	10/10/19	2424	BJ'S RENTALS	00165006570	LIFT SCISSOR	0.00	498.18	
1011	95963	10/10/19	2631	CLEAN STREET	00165006550	STREET SWP-AUG	0.00	3,364.00	
1011	95963	10/10/19	2631	CLEAN STREET	00165006550	STREET SWP-SEP	0.00	3,364.00	
TOTAL CHECK								0.00	6,728.00
1011	95964	10/10/19	5171	CORELOGIC SOLUTIONS, LLC	00155005550	PROPERTY PRO DATA-SEP	0.00	96.83	
1011	95965	10/10/19	2629	D & D DISPOSAL INC	00160006130	ANIMAL DISPOSAL-AUG	0.00	260.00	
1011	95966	10/10/19	5543	DOMUSSTUDIO ARCHITECTURE	45094496510	9449.01 MS CNTR-AUG	0.00	11,367.50	
1011	95967	10/10/19	269	DUDEK & ASSOCIATES INC.	50998336510	9833 PUMP STN-PHS AUG	0.00	2,090.69	
1011	95968	10/10/19	5610	ERGOSTOP INC.	12050005460	CM STANDING DESK	0.00	2,054.57	
1011	95969	10/10/19	11	ICMA RETIREMENT TRUST-45	001	ICMA PD 10/10/19	0.00	7,559.21	
1011	95970	10/10/19	5399	INBOUND DESIGN INC.	55000007750	SEA WEBSITE MANT-OCT	0.00	49.00	
1011	95971	10/10/19	1679	INTERNT'L INSTIT. MUNICI	00150005150	ANNUAL MEMBRSH-BAVIN	0.00	135.00	
1011	95972	10/10/19	1075	IRON MOUNTAIN	00150005150	RECORDS STRG-SEP	0.00	559.77	
1011	95973	10/10/19	87	ISLA VERDE HOA	20575007530	LNDSCAPE MAINT-SEP	0.00	425.00	
1011	95974	10/10/19	2562	LALLEY CONSTRUCTION	00165006570	DISPOSAL CLEAN-CH	0.00	97.50	
1011	95974	10/10/19	2562	LALLEY CONSTRUCTION	00165006570	INLAY PLAQUE-TIDE PK	0.00	260.00	
1011	95974	10/10/19	2562	LALLEY CONSTRUCTION	00165006570	MAIN AIR COM INSTL-FD	0.00	1,170.00	
1011	95974	10/10/19	2562	LALLEY CONSTRUCTION	00165006570	BTHRM P-TRAP FIX-CH	0.00	325.00	
TOTAL CHECK								0.00	1,852.50
1011	95975	10/10/19	5200	CHARLES MEAD	00150005400	POL/LEGL FNDTN-MEAD	0.00	690.00	
1011	95976	10/10/19	5549	MICHAEL BAKER INTERNATIO	22093826510	9382.03 LSF CORR-III	0.00	23,295.17	
1011	95976	10/10/19	5549	MICHAEL BAKER INTERNATIO	22893826510	9382.03 LSF CORR-III	0.00	2,588.35	

ATTACHMENT 1

PENTAMATION
 DATE: 10/25/2019
 TIME: 15:11:59

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
 ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20191005 00:00:00.000' and '20191025 00:00:00.000'
 ACCOUNTING PERIOD: 4/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	25,883.52
1011	95977	10/10/19	2106	MIKHAIL OGAWA ENGINEERIN	00165006520	JURMP-AUG	0.00	9,293.27
1011	95978	10/10/19	5407	PJ CASTORENA, INC.	55000007750	CCA WKLY 09/16 & 9/23	0.00	105.53
1011	95978	10/10/19	5407	PJ CASTORENA, INC.	55000007750	CCA WKLY ENRL-09/30	0.00	120.96
TOTAL CHECK							0.00	226.49
1011	95979	10/10/19	4522	NISSHO OF CALIFORNIA	00165006560	MAINLINE RPR ON 101	0.00	110.00
1011	95979	10/10/19	4522	NISSHO OF CALIFORNIA	00165006560	LC VALVE REPLACED	0.00	489.78
TOTAL CHECK							0.00	599.78
1011	95980	10/10/19	2019	NORTH COUNTY EVS, INC	00160006120	ON CALL REPAIR-08/08	0.00	6,416.51
1011	95981	10/10/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1717.23/809 SEABRIGHT	0.00	250.00
1011	95981	10/10/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1718.23/431 MARVIEW	0.00	250.00
1011	95981	10/10/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1716.31/826 SEABRIGHT	0.00	250.00
1011	95981	10/10/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1718.01/236 PATTY HIL	0.00	250.00
1011	95981	10/10/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1719.06/625 S CEDROS	0.00	250.00
1011	95981	10/10/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1719.03/640 VIA DE LA	0.00	250.00
1011	95981	10/10/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1717.47/127-129 N GRA	0.00	250.00
1011	95981	10/10/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1717.07/801 GENEVIE	0.00	250.00
1011	95981	10/10/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1717.23/809 SEABRIGHT	0.00	250.00
1011	95981	10/10/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1719.09/632 MARVIEW	0.00	250.00
1011	95981	10/10/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1717.23/809 SEABRIGHT	0.00	250.00
1011	95981	10/10/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1719.09/632 MARVIEW	0.00	250.00
1011	95981	10/10/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1717.36/850 AVOCADO	0.00	375.00
1011	95981	10/10/19	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	DRP19003/521 S RIOS	0.00	375.00
TOTAL CHECK							0.00	3,750.00
1011	95982	10/10/19	5340	PAUL BASORE	00150005400	LIVESCAN-BASORE	0.00	20.00
1011	95983	10/10/19	2257	PORTILLO CONCRETE, INC	22893206510	9320.01 GLENCREST-SEP	0.00	408.65
1011	95983	10/10/19	2257	PORTILLO CONCRETE, INC	22893206510	9320.01GLNCRST RT-SEP	0.00	291.35
1011	95983	10/10/19	2257	PORTILLO CONCRETE, INC	22893206510	9320.01GLNCRST CT-SEP	0.00	14,271.70
1011	95983	10/10/19	2257	PORTILLO CONCRETE, INC	22893206510	9320.01GLNCRST CT RTN	0.00	481.30
1011	95983	10/10/19	2257	PORTILLO CONCRETE, INC	228	9320.01GLNCRST CT RTN	0.00	-481.30
1011	95983	10/10/19	2257	PORTILLO CONCRETE, INC	228	9320.01GLNCRST RT-SEP	0.00	-291.35
TOTAL CHECK							0.00	14,680.35
1011	95984	10/10/19	1112	RANCHO SANTA FE SECURITY	00165006560	RESTRM LCK/UNLCK-AUG	0.00	529.42
1011	95984	10/10/19	1112	RANCHO SANTA FE SECURITY	00165006560	ALARM MONITORING-AUG	0.00	205.09
TOTAL CHECK							0.00	734.51
1011	95985	10/10/19	4080	JENNIFER REED	00150005350	ADMIN SVC-SEP	0.00	272.25
1011	95986	10/10/19	86	SAN ELIJO HILLS II HOA	20775007550	LNDSCAPE MAINT-SEP	0.00	6,550.00
1011	95987	10/10/19	88	SANTA FE HILLS HOA	20475007520	LNDSCAPE MAINT-SEP	0.00	16,250.00
1011	95988	10/10/19	169	SDG&E CO INC	00165006530	UTILITIES-07/31-09/06	0.00	376.96
1011	95988	10/10/19	169	SDG&E CO INC	00165006540	UTILITIES-07/31-09/06	0.00	448.85

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1011	95988	10/10/19	169	SDG&E CO INC	00165006530	UTILITIES-08/05-09/06	0.00	782.13
1011	95988	10/10/19	169	SDG&E CO INC	00165006540	UTILITIES-08/05-09/06	0.00	987.51
1011	95988	10/10/19	169	SDG&E CO INC	20375007510	UTILITIES-08/05-09/06	0.00	2,537.00
1011	95988	10/10/19	169	SDG&E CO INC	00165006570	UTILITIES-07/31-09/06	0.00	3,027.03
1011	95988	10/10/19	169	SDG&E CO INC	00165006570	UTILITIES-08/05-09/06	0.00	6,485.91
1011	95988	10/10/19	169	SDG&E CO INC	21100007600	UTILITIES-07/31-09/06	0.00	6,570.46
TOTAL CHECK							0.00	21,215.85
1011	95989	10/10/19	3909	SECTRAN SECURITY INC	12050005460	COURIER SVC-SEP	0.00	113.37
1011	95989	10/10/19	3909	SECTRAN SECURITY INC	12050005460	COURIER SVC-AUG	0.00	113.37
1011	95989	10/10/19	3909	SECTRAN SECURITY INC	12050005460	COURIER SVC FUEL-AUG	0.00	14.74
1011	95989	10/10/19	3909	SECTRAN SECURITY INC	12050005460	COURIER SVC FUEL-SEP	0.00	14.74
TOTAL CHECK							0.00	256.22
1011	95990	10/10/19	5725	SIEMENS MOBILITY, INC.	21100007600	ST LIGHT REPAIR-AUG	0.00	3,106.31
1011	95990	10/10/19	5725	SIEMENS MOBILITY, INC.	21100007600	ST LGHT REPLCMT 05/22	0.00	1,465.00
TOTAL CHECK							0.00	4,571.31
1011	95991	10/10/19	3066	SUMMIT ENVIRONMENTAL GRO	45099266190	9926 PROF SVC SND-SEP	0.00	1,840.00
1011	95992	10/10/19	40	UNDERGROUND SVC ALERT OF	00165006510	DIG ALERT-SEP	0.00	67.75
1011	95992	10/10/19	40	UNDERGROUND SVC ALERT OF	00165006510	CA ST REGLRTY-AUG	0.00	46.16
1011	95992	10/10/19	40	UNDERGROUND SVC ALERT OF	00165006510	CA ST REGLRTY-SEP	0.00	46.16
TOTAL CHECK							0.00	160.07
1011	95993	10/10/19	30	VERIZON WIRELESS-SD	00160006140	CODES CELL 8/24-9/23	0.00	145.61
1011	95994	10/10/19	4844	WARWICK GROUP CONSULTANT	45099266190	9926.20 PROF SVC-SEP	0.00	5,375.00
1011	95995	10/10/19	4705	WEBQA, INC	00150005150	RECRDS RQST SFTWR	0.00	4,100.00
1011	95996	10/10/19	5594	WEX BANK	00160006120	CR EXEMPT TAX-AUG	0.00	-88.30
1011	95996	10/10/19	5594	WEX BANK	00160006120	AUTO FUEL-AUG	0.00	1,425.37
TOTAL CHECK							0.00	1,337.07
1011	95997	10/17/19	4706	24 HOUR ELEVATOR, INC	00165006570	ELVTR MAINT-OCT	0.00	160.00
1011	95998	10/17/19	4643	AAIR PURIFICATION SYSTEM	00160006120	TRIP SWITCH-FS	0.00	207.67
1011	95999	10/17/19	4711	ABEL PEREZ	00165006530	MILEAGE-10/08/19	0.00	8.12
1011	96000	10/17/19	5317	AGIT GLOBAL NORTH AMERIC	25560006180	REPLCMNT FINS-SURFBRD	0.00	60.00
1011	96001	10/17/19	1694	ALERT-ALL CORP	00160006120	FIRE HATS/STICKR/PAK	0.00	459.02
1011	96002	10/17/19	5194	AMANDA SITHER	001	FRT DSK SFTY-SITHER	0.00	-99.00
1011	96002	10/17/19	5194	AMANDA SITHER	00150005300	FRT DSK SFTY-SITHER	0.00	115.94
TOTAL CHECK							0.00	16.94
1011	96003	10/17/19	4832	AT&T CALNET 3	00160006150	9391012275 8/24-9/23	0.00	164.69
1011	96003	10/17/19	4832	AT&T CALNET 3	00160006170	9391053651 8/25-9/24	0.00	229.33
1011	96003	10/17/19	4832	AT&T CALNET 3	00160006120	9391012280 8/24-9/23	0.00	452.15

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1011	96003	10/17/19	4832	AT&T CALNET 3	00150005450	9391012278 08/24-9/23	0.00	3,207.10
1011	96003	10/17/19	4832	AT&T CALNET 3	00150005450	9391012282 8/24-9/23	0.00	20.01
1011	96003	10/17/19	4832	AT&T CALNET 3	00150005450	9391053641 8/24-9/23	0.00	164.69
1011	96003	10/17/19	4832	AT&T CALNET 3	00150005450	9391062899 8/24-9/23	0.00	164.69
1011	96003	10/17/19	4832	AT&T CALNET 3	00160006120	939105986507/01-07/31	0.00	392.16
1011	96003	10/17/19	4832	AT&T CALNET 3	00160006120	939105986508/01-08/31	0.00	392.16
1011	96003	10/17/19	4832	AT&T CALNET 3	00160006120	939105986509/01-09/30	0.00	392.16
TOTAL CHECK							0.00	5,579.14
1011	96004	10/17/19	5307	CALIFORNIA COMMUNITY CHO	55000007750	FY20 CAL-CCA QTR-2	0.00	2,205.00
1011	96005	10/17/19	5441	CALIFORNIA SKATEPARKS	459	9438 SKT PRK RLS RET	0.00	54,329.98
1011	96006	10/17/19	716	CALIFORNIA STATE LANDS C	50998336510	9833UNCLTD PRJCT CHR	0.00	1,860.45
1011	96007	10/17/19	318	COUNTY OF SAN DIEGO ASSE	00155005550	MAP FEE 09/26/19	0.00	4.00
1011	96008	10/17/19	1048	COUNTY OF SAN DIEGO-EMER	00160006150	FY20 HIRT MEMBERSHIP	0.00	25,139.00
1011	96008	10/17/19	1048	COUNTY OF SAN DIEGO-EMER	00160006150	FY19/20 UDC MEMBERSHP	0.00	821.00
TOTAL CHECK							0.00	25,960.00
1011	96009	10/17/19	1964	CSAC EXCESS INSURANCE AU	00150005400	FY19/20 EAP OCT-DEC	0.00	405.60
1011	96010	10/17/19	2098	CULLIGAN OF SAN DIEGO	00160006120	WATR FLTR 10/01-11/30	0.00	85.60
1011	96011	10/17/19	2165	CULLIGAN OF SAN DIEGO	00160006170	DRNKNG WTR SVC-OCT	0.00	45.56
1011	96012	10/17/19	2629	D & D DISPOSAL INC	00160006130	ANIMAL DISPOSAL-SEP	0.00	130.00
1011	96013	10/17/19	739	DEPARTMENT OF JUSTICE	00150005400	FINGERPRINT APP-SEP	0.00	32.00
1011	96014	10/17/19	5210	COUNTY OF SAN DIEGO	00160006140	PRKNG CITE ADMIN-SEP	0.00	2,000.50
1011	96015	10/17/19	1925	DIAMOND ENVIRONMENTAL SE	00170007110	DIA DE LOS-PORTA POTY	0.00	401.20
1011	96016	10/17/19	134	DIXIELINE LUMBER CO INC	00165006570	COPPER PIPE/COUPLING	0.00	5.50
1011	96016	10/17/19	134	DIXIELINE LUMBER CO INC	00165006530	METAL GRID	0.00	10.15
1011	96016	10/17/19	134	DIXIELINE LUMBER CO INC	00165006570	SCRW DRVR SET/ BULBS	0.00	18.69
1011	96016	10/17/19	134	DIXIELINE LUMBER CO INC	00165006530	CAR WASH/CLNR/WR CTR	0.00	24.02
1011	96016	10/17/19	134	DIXIELINE LUMBER CO INC	00165006570	TEXTURE SPRY/PNT SUPL	0.00	29.35
1011	96016	10/17/19	134	DIXIELINE LUMBER CO INC	00165006570	SAW/TEXTURE SPRAY	0.00	29.85
1011	96016	10/17/19	134	DIXIELINE LUMBER CO INC	00165006560	CAR WASH/PROTECTANT	0.00	56.21
1011	96016	10/17/19	134	DIXIELINE LUMBER CO INC	00165006570	SOAP DISPENSER	0.00	70.58
1011	96016	10/17/19	134	DIXIELINE LUMBER CO INC	00165006570	TUBE CPLNG/SF TAILPC	0.00	72.47
TOTAL CHECK							0.00	316.82
1011	96017	10/17/19	94	ESGIL CORPORATION	00155005560	BLDG PRMT 09/02-09/06	0.00	4,295.51
1011	96018	10/17/19	180	GRAINGER INC	00165006530	PUMP-FOUNTAIN	0.00	603.72
1011	96019	10/17/19	3299	HELIX ENVIRONMENTAL	21355005550	1719.13/514 CANYON	0.00	511.25
1011	96019	10/17/19	3299	HELIX ENVIRONMENTAL	21355005550	1719.13/514 CANYON	0.00	577.50

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	1,088.75
1011	96020	10/17/19	4166	HOGAN LAW APC	21355005550	1716.18/PROF SVC-JUL	0.00	2,437.50
1011	96021	10/17/19	11	ICMA RETIREMENT TRUST-45	001	ICMA PD 10/18/19	0.00	11,446.25
1011	96022	10/17/19	3859	ICMA RETIREMENT TRUST-RH	001	ICMA PD 10/18/19	0.00	2,140.41
1011	96023	10/17/19	2287	KOPPEL & GRUBER PUBLIC	F 20875007580	CRT FEE ASSESSMENT	0.00	328.48
1011	96023	10/17/19	2287	KOPPEL & GRUBER PUBLIC	F 21100007600	ST LGHT FEE ASSESSMNT	0.00	614.98
1011	96023	10/17/19	2287	KOPPEL & GRUBER PUBLIC	F 20475007520	SNTA FE HILLS JUL-SEP	0.00	46.68
1011	96023	10/17/19	2287	KOPPEL & GRUBER PUBLIC	F 20775007550	SAN ELJO HLLS JUL-SEP	0.00	25.34
1011	96023	10/17/19	2287	KOPPEL & GRUBER PUBLIC	F 20575007530	ISLA VERDE JUL-SEP	0.00	24.01
1011	96023	10/17/19	2287	KOPPEL & GRUBER PUBLIC	F 20375007510	OLD HGHWY 101 JUL-SEP	0.00	673.45
1011	96023	10/17/19	2287	KOPPEL & GRUBER PUBLIC	F 00150005300	FIRE BENEFIT JUL-SEP	0.00	533.43
1011	96023	10/17/19	2287	KOPPEL & GRUBER PUBLIC	F 20375007510	EXPENSES JUL-SEP	0.00	31.96
1011	96023	10/17/19	2287	KOPPEL & GRUBER PUBLIC	F 67685008560	SO SOL SWR JUL-SEP	0.00	423.20
TOTAL CHECK							0.00	2,701.53
1011	96024	10/17/19	5407	PJ CASTORENA, INC.	55000007750	CCA JNT RT MLR-PWR CO	0.00	2,728.33
1011	96025	10/17/19	4708	MUNICIPAL EMERGENCY SERV	00160006120	VOICE AMP REPAIR	0.00	90.00
1011	96026	10/17/19	191	NAPA AUTO PARTS INC	00160006120	ANTFRZ/LUBE/TIRE CR	0.00	221.73
1011	96027	10/17/19	4522	NISSHO OF CALIFORNIA	00165006530	STREET LNDSACP SVC-JUL	0.00	1,827.01
1011	96027	10/17/19	4522	NISSHO OF CALIFORNIA	00165006560	PRKS LNDSACP SVC-JUL	0.00	12,972.00
1011	96027	10/17/19	4522	NISSHO OF CALIFORNIA	00165006570	PUBFAC LNDSACP SVC-JUL	0.00	2,848.75
1011	96027	10/17/19	4522	NISSHO OF CALIFORNIA	20375007510	MID#33 LNDSACP SVC-JUL	0.00	3,565.81
1011	96027	10/17/19	4522	NISSHO OF CALIFORNIA	20875007580	CRT LNDSACP SVC-JUL	0.00	3,729.71
TOTAL CHECK							0.00	24,943.28
1011	96028	10/17/19	66	NORTH COUNTY DISPATCH (J	00160006120	FY20 DISPATCH SVC Q1	0.00	30,782.34
1011	96028	10/17/19	66	NORTH COUNTY DISPATCH (J	00160006120	FY20 RMS SOFTWARE	0.00	1,680.45
1011	96028	10/17/19	66	NORTH COUNTY DISPATCH (J	00160006120	FY20 MDC MAINTENANCE	0.00	2,043.28
1011	96028	10/17/19	66	NORTH COUNTY DISPATCH (J	13560006120	FY20 MDC CPTL RPLCMNT	0.00	6,300.00
TOTAL CHECK							0.00	40,806.07
1011	96029	10/17/19	5252	NOSSAMAN LLP	00150005250	PROF SVC-AUG	0.00	1,798.00
1011	96029	10/17/19	5252	NOSSAMAN LLP	00150005250	PROF SVC-JUL	0.00	2,634.00
TOTAL CHECK							0.00	4,432.00
1011	96030	10/17/19	50	OFFICE DEPOT INC	00150005300	WIPES	0.00	6.63
1011	96030	10/17/19	50	OFFICE DEPOT INC	00150005300	WIPES	0.00	6.63
1011	96030	10/17/19	50	OFFICE DEPOT INC	00150005300	WHITE BOARD	0.00	19.28
1011	96030	10/17/19	50	OFFICE DEPOT INC	00160006120	COLOR PAPER	0.00	22.29
1011	96030	10/17/19	50	OFFICE DEPOT INC	00150005350	FOLDERS/JACKETS	0.00	125.22
TOTAL CHECK							0.00	180.05
1011	96031	10/17/19	54	1 STOP TONER & INKJET, L	00155005560	COLOR TNR-BLD	0.00	334.00
1011	96031	10/17/19	54	1 STOP TONER & INKJET, L	00155005550	COLOR TNR-PL	0.00	167.01
TOTAL CHECK							0.00	501.01

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1011	96032	10/17/19	1953	PALOMAR COLLEGE	00160006120	NRTH CNTY FF TSTING	0.00	3,000.00
1011	96032	10/17/19	1953	PALOMAR COLLEGE	001	FALL19-C#77829-DM	0.00	630.00
1011	96032	10/17/19	1953	PALOMAR COLLEGE	00160006120	FALL19-C#77829-SB	0.00	840.00
TOTAL CHECK							0.00	4,470.00
1011	96033	10/17/19	5608	PALOMAR MTN PREMIUM SPRI	00165006570	DRINKING WATER-PW-SEP	0.00	5.00
1011	96033	10/17/19	5608	PALOMAR MTN PREMIUM SPRI	00165006570	DRINKING WATER-LC-SEP	0.00	15.80
1011	96033	10/17/19	5608	PALOMAR MTN PREMIUM SPRI	00165006570	DRINKING WATER-LC-SEP	0.00	15.80
1011	96033	10/17/19	5608	PALOMAR MTN PREMIUM SPRI	00165006570	DRINKING WATER-CH-SEP	0.00	31.00
1011	96033	10/17/19	5608	PALOMAR MTN PREMIUM SPRI	00165006570	DRINKING WATER-CH-SEP	0.00	38.50
1011	96033	10/17/19	5608	PALOMAR MTN PREMIUM SPRI	00165006570	DRINKING WATER-CH-SEP	0.00	46.20
1011	96033	10/17/19	5608	PALOMAR MTN PREMIUM SPRI	00165006570	DRINKING WATER-CH-SEP	0.00	56.70
1011	96033	10/17/19	5608	PALOMAR MTN PREMIUM SPRI	00165006570	DRINKING WATER-CH-SEP	0.00	72.10
TOTAL CHECK							0.00	281.10
1011	96034	10/17/19	4767	PARTNERSHIPS WITH INDUST	00165006550	TRASH ABTMNT PE09/15	0.00	525.44
1011	96034	10/17/19	4767	PARTNERSHIPS WITH INDUST	00165006570	TRASH ABTMNT PE09/15	0.00	525.44
TOTAL CHECK							0.00	1,050.88
1011	96035	10/17/19	100	PAULEY EQUIPMENT COMPANY	12050005460	KUBOTA TRCKT RPR	0.00	2,238.88
1011	96036	10/17/19	5547	PRIMO INVESTIGATIONS	00150005400	BCKGRND CHK-JR PLNR	0.00	225.00
1011	96037	10/17/19	1112	RANCHO SANTA FE SECURITY	00165006570	REPAIR SIREN SYSTEM	0.00	253.00
1011	96037	10/17/19	1112	RANCHO SANTA FE SECURITY	00165006570	REPLACED/TEST SMOKE	0.00	470.00
TOTAL CHECK							0.00	723.00
1011	96038	10/17/19	2260	REDFLEX TRAFFIC SYSTEMS,	00165006540	RED LIGHT CAMERA-SEP	0.00	7,158.00
1011	96039	10/17/19	416	REGIONAL COMMS SYS, MS 0	00160006120	CAP CODE-SEP	0.00	32.50
1011	96039	10/17/19	416	REGIONAL COMMS SYS, MS 0	00160006120	CAP CODE-JUL	0.00	32.50
TOTAL CHECK							0.00	65.00
1011	96040	10/17/19	141	SANTA FE IRRIGATION DIST	00165006560	005979005 0802-100119	0.00	380.76
1011	96040	10/17/19	141	SANTA FE IRRIGATION DIST	50900007700	005979008 0802-100119	0.00	85.08
1011	96040	10/17/19	141	SANTA FE IRRIGATION DIST	20475007520	GRP 5-25 08/02-10/01	0.00	5,539.95
1011	96040	10/17/19	141	SANTA FE IRRIGATION DIST	20475007520	GRP 6-01 09/04-10/01	0.00	8,661.67
1011	96040	10/17/19	141	SANTA FE IRRIGATION DIST	00165006560	005506018 0904-100119	0.00	248.26
1011	96040	10/17/19	141	SANTA FE IRRIGATION DIST	00165006560	005506019 0904-100119	0.00	1,203.91
1011	96040	10/17/19	141	SANTA FE IRRIGATION DIST	20875007580	005506020 0904-100119	0.00	999.61
1011	96040	10/17/19	141	SANTA FE IRRIGATION DIST	00165006520	005506014 09/04-10/01	0.00	192.17
1011	96040	10/17/19	141	SANTA FE IRRIGATION DIST	50900007700	005506014 09/04-10/01	0.00	576.51
1011	96040	10/17/19	141	SANTA FE IRRIGATION DIST	00165006550	011695000 09/04-10/01	0.00	47.82
1011	96040	10/17/19	141	SANTA FE IRRIGATION DIST	00165006530	011695000 09/04-10/01	0.00	79.69
TOTAL CHECK							0.00	18,015.43
1011	96041	10/17/19	169	SDG&E CO INC	55000007750	SEA CCA SVC-JUL	0.00	2,325.96
1011	96042	10/17/19	1073	SEASIDE HEATING & AIR CO	00165006570	HVAC MAINT-JUL-CH	0.00	245.00
1011	96043	10/17/19	156	SHARP REES-STEALY MEDICA	00150005400	ONSITE FLU SHOTS	0.00	700.00

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1011	96043	10/17/19	156	SHARP REES-STEALY MEDICA	00150005400	PRE-EMPLYMNT SCREEN	0.00	150.00
TOTAL CHECK								850.00
1011	96044	10/17/19	1231	STAPLES CONTRACT & COMME	00150005300	REFUND	0.00	-0.01
1011	96044	10/17/19	1231	STAPLES CONTRACT & COMME	00150005350	INNER OFFICE ENVL P	0.00	43.63
1011	96044	10/17/19	1231	STAPLES CONTRACT & COMME	00150005300	TONER	0.00	91.56
TOTAL CHECK								135.18
1011	96045	10/17/19	4465	SUN LIFE FINANCIAL	001	SEP 19 LTD	0.00	1,553.37
1011	96045	10/17/19	4465	SUN LIFE FINANCIAL	001	OCT 19 LTD	0.00	1,553.37
1011	96045	10/17/19	4465	SUN LIFE FINANCIAL	001	OCT 19 LIFE&ADD INS	0.00	1,116.40
1011	96045	10/17/19	4465	SUN LIFE FINANCIAL	001	SEP 19 LIFE&ADD INS	0.00	1,155.01
1011	96045	10/17/19	4465	SUN LIFE FINANCIAL	001	SEP 19 SUP LIFE INS	0.00	335.30
1011	96045	10/17/19	4465	SUN LIFE FINANCIAL	001	OCT 19 SUP LIFE INS	0.00	355.75
TOTAL CHECK								6,069.20
1011	96046	10/17/19	1070	TASK FORCE TIPS, INC	00160006120	REPAIR KITS	0.00	86.85
1011	96047	10/17/19	5172	JULIETTE THAYER	00170007100	MAGIC CLN ERSRS-GLLRY	0.00	4.51
1011	96048	10/17/19	4899	ZACHARY TOTH	00160006120	CO OFFCR 2E-TOTH-9/6	0.00	350.00
1011	96049	10/17/19	1414	UNION BANK OF CALIFORNIA	50900007700	ADMN FEE WW-PE AUG20	0.00	2,605.00
1011	96050	10/17/19	2097	UT SAN DIEGO - NRTH COUN	00155005550	PUB HRNG-1714.08 SUB	0.00	314.31
1011	96050	10/17/19	2097	UT SAN DIEGO - NRTH COUN	00155005550	PUB HRNG-1718.15 DRP	0.00	321.22
TOTAL CHECK								635.53
1011	96051	10/17/19	3723	WAGWORKS	00150005400	FSA ADMIN-SEP	0.00	128.75
1011	96052	10/17/19	2189	WILLDAN	67385008530	MARSOLAN JUL-SEP	0.00	252.48
1011	96052	10/17/19	2189	WILLDAN	67285008520	PACIFIC JUL-SEP	0.00	253.16
1011	96052	10/17/19	2189	WILLDAN	67185008510	BARB/GRAN JUL-SEP	0.00	260.71
TOTAL CHECK								766.35
1011	96053	10/17/19	37	XEROX CORPORATION	00150005350	W7830PT UPSTRS-AUG	0.00	199.60
1011	96053	10/17/19	37	XEROX CORPORATION	00150005350	EXCESS BLK-7/21-8/21	0.00	39.32
1011	96053	10/17/19	37	XEROX CORPORATION	00150005350	EXCESS CLR-7/21-8/21	0.00	119.95
1011	96053	10/17/19	37	XEROX CORPORATION	00150005350	W7830PT CLRKS-AUG	0.00	218.99
1011	96053	10/17/19	37	XEROX CORPORATION	00150005350	W7830PT CLRKS-SEP	0.00	218.99
1011	96053	10/17/19	37	XEROX CORPORATION	00150005350	EXCESS BLK-7/21-8/21	0.00	12.55
1011	96053	10/17/19	37	XEROX CORPORATION	00150005350	EXCESS CLR-8/21-9/21	0.00	39.21
1011	96053	10/17/19	37	XEROX CORPORATION	00150005350	EXCESS CLR-7/21-8/21	0.00	90.90
1011	96053	10/17/19	37	XEROX CORPORATION	00150005350	EXCESS CLR-8/21-9/21	0.00	153.24
1011	96053	10/17/19	37	XEROX CORPORATION	00150005350	W7830PT UPSTRS-SEP	0.00	199.60
1011	96053	10/17/19	37	XEROX CORPORATION	00150005350	EXCESS BLK-8/21-9/21	0.00	19.30
1011	96053	10/17/19	37	XEROX CORPORATION	00150005350	EXCESS CLR-8/21-9/21	0.00	130.34
1011	96053	10/17/19	37	XEROX CORPORATION	00150005350	D95CP PLNG LEASE-AUG	0.00	555.18
1011	96053	10/17/19	37	XEROX CORPORATION	00150005350	D95CP PLNG LEASE-SEP	0.00	555.18
1011	96053	10/17/19	37	XEROX CORPORATION	00150005350	EXCSS COPYS-7/21-8/21	0.00	39.65
1011	96053	10/17/19	37	XEROX CORPORATION	00150005350	EXCSS COPYS-8/21-9/21	0.00	100.23
TOTAL CHECK								2,692.23

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1011	96054	10/24/19	2137	AFLAC	001	OCTOBER 19	0.00	895.40
1011	96055	10/24/19	5773	ALIANAS PARTY RENTALS	00170007110	TENT RNT-DIA DE 10/27	0.00	300.00
1011	96056	10/24/19	5775	ANDA WRIGHT	001	APWA INST-WRIGHT-10/8	0.00	-349.00
1011	96056	10/24/19	5775	ANDA WRIGHT	50900007700	APWA INST-WRIGHT-10/8	0.00	103.61
1011	96056	10/24/19	5775	ANDA WRIGHT	21100007600	APWA INST-WRIGHT-10/8	0.00	41.44
1011	96056	10/24/19	5775	ANDA WRIGHT	00165006510	APWA INST-WRIGHT-10/8	0.00	269.37
TOTAL CHECK							0.00	65.42
1011	96057	10/24/19	4832	AT&T CALNET 3	00160006170	9391012281 8/25-9/24	0.00	77.39
1011	96058	10/24/19	4967	RONALD BORROME0	00165006510	APWA INST-BORRO-10/8	0.00	55.54
1011	96058	10/24/19	4967	RONALD BORROME0	50900007700	APWA INST-BORRO-10/8	0.00	92.56
1011	96058	10/24/19	4967	RONALD BORROME0	001	APWA INST-BORRO-10/8	0.00	-349.00
1011	96058	10/24/19	4967	RONALD BORROME0	00165006520	APWA INST-BORRO-10/8	0.00	111.07
1011	96058	10/24/19	4967	RONALD BORROME0	00165006560	APWA INST-BORRO-10/8	0.00	37.02
1011	96058	10/24/19	4967	RONALD BORROME0	21100007600	APWA INST-BORRO-10/8	0.00	37.02
1011	96058	10/24/19	4967	RONALD BORROME0	00165006530	APWA INST-BORRO-10/8	0.00	37.02
TOTAL CHECK							0.00	21.23
1011	96059	10/24/19	1295	CITY OF DEL MAR	00150005450	IT MAINT SUPPORT-AUG	0.00	675.00
1011	96059	10/24/19	1295	CITY OF DEL MAR	00150005450	IT MAINT SUPPORT-JUL	0.00	2,250.00
TOTAL CHECK							0.00	2,925.00
1011	96060	10/24/19	5171	CORELOGIC SOLUTIONS, LLC	00155005550	PROPERTY PRO DATA-OCT	0.00	96.83
1011	96061	10/24/19	3902	CORODATA RECORDS MANAGEM	00150005150	RECORDS STRG-SEP	0.00	416.72
1011	96062	10/24/19	1964	CSAC EXCESS INSURANCE AU	12050005460	EVAL CERTS-7/01-9/30	0.00	437.50
1011	96063	10/24/19	5665	DB PIPELINE INCORPORATED	50998566510	9856.19SWR RPL CN-SEP	0.00	9,437.73
1011	96063	10/24/19	5665	DB PIPELINE INCORPORATED	50998566510	9856.19S CONT RT-SEP	0.00	496.72
1011	96063	10/24/19	5665	DB PIPELINE INCORPORATED	45994566510	9456.20STD RPL CN-SEP	0.00	25,444.80
1011	96063	10/24/19	5665	DB PIPELINE INCORPORATED	45994566510	9456.20S CONT RT-SEP	0.00	1,339.20
1011	96063	10/24/19	5665	DB PIPELINE INCORPORATED	459	9456.20S CONT RT-SEP	0.00	-1,339.20
1011	96063	10/24/19	5665	DB PIPELINE INCORPORATED	509	9856.19S CONT RT-SEP	0.00	-496.72
TOTAL CHECK							0.00	34,882.53
1011	96064	10/24/19	4765	DEPARTMENT OF INDUSTRIAL	00165006570	ELEVATR INSPC-10/3/19	0.00	225.00
1011	96065	10/24/19	5543	DOMUSSTUDIO ARCHITECTURE	45094496510	9449.01 MS CNTR-SEP	0.00	1,627.00
1011	96066	10/24/19	5674	EMANUELS JONES AND ASSOC	00150005200	PROF SVC-JUL	0.00	2,500.00
1011	96066	10/24/19	5674	EMANUELS JONES AND ASSOC	00150005200	PROF SVC-SEP	0.00	2,500.00
1011	96066	10/24/19	5674	EMANUELS JONES AND ASSOC	00150005200	PROF SVC-OCT	0.00	2,500.00
1011	96066	10/24/19	5674	EMANUELS JONES AND ASSOC	00150005200	PROF SVC-AUG	0.00	2,575.00
TOTAL CHECK							0.00	10,075.00
1011	96067	10/24/19	322	FIRE ETC.	21460006120	PPE-MEDICA/BTS-MORGAN	0.00	3,300.26
1011	96067	10/24/19	322	FIRE ETC.	00160006120	TURN OUT FLUID/CITRO	0.00	318.44

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TOTAL CHECK							0.00	3,618.70
1011	96068	10/24/19	5480	FISHER INTEGRATED, INC.	00150005450	COUNCIL WEB STRM-JUL	0.00	800.00
1011	96068	10/24/19	5480	FISHER INTEGRATED, INC.	00150005450	COUNCIL WEB STRM-AUG	0.00	800.00
1011	96068	10/24/19	5480	FISHER INTEGRATED, INC.	00150005450	COUNCIL WEB STRM-SEP	0.00	800.00
TOTAL CHECK							0.00	2,400.00
1011	96069	10/24/19	2801	FORMS + SURFACES	00165006520	3 TRSH/RECYCLE BINS	0.00	6,985.44
1011	96070	10/24/19	5262	GEORGE HILLS COMPANY, IN	12050005460	CLM.1902-DUNCAN	0.00	15.00
1011	96070	10/24/19	5262	GEORGE HILLS COMPANY, IN	12050005460	CLM.1904-GRIGG	0.00	15.00
1011	96070	10/24/19	5262	GEORGE HILLS COMPANY, IN	12050005460	CLM.1903-LANGER	0.00	15.00
TOTAL CHECK							0.00	45.00
1011	96071	10/24/19	4166	HOGAN LAW APC	00150005250	GENERAL LEGAL-AUG	0.00	292.50
1011	96072	10/24/19	2089	ICMA MEMBERSHIP RENEWALS	00150005200	WADE-MEMBERSHIP 2020	0.00	1,400.00
1011	96073	10/24/19	5771	JACKIE THOMPSON	001	RFND-ENC19-25/221 N A	0.00	220.00
1011	96074	10/24/19	5455	JPW COMMUNICATIONS, LLC	55000007750	SEA LABEL DESIGN	0.00	116.25
1011	96075	10/24/19	5769	JUSTIN MORRIS	00170007110	GRPHC DSGN-DIA DE LOS	0.00	400.00
1011	96076	10/24/19	2887	LANCE,SOLL & LUNGHARD, L	00150005300	FY19 AUDIT SVC	0.00	-11,800.00
1011	96076	10/24/19	2887	LANCE,SOLL & LUNGHARD, L	55000007750	FY19 AUDIT SVC	0.00	354.00
1011	96076	10/24/19	2887	LANCE,SOLL & LUNGHARD, L	65278007810	FY19 AUDIT SVC	0.00	826.00
1011	96076	10/24/19	2887	LANCE,SOLL & LUNGHARD, L	50900007700	FY19 AUDIT SVC	0.00	4,366.00
1011	96076	10/24/19	2887	LANCE,SOLL & LUNGHARD, L	00150005300	FY19 AUDIT SVC	0.00	6,254.00
1011	96076	10/24/19	2887	LANCE,SOLL & LUNGHARD, L	55000007750	FY19 AUDIT SVC	0.00	614.10
1011	96076	10/24/19	2887	LANCE,SOLL & LUNGHARD, L	65278007810	FY19 AUDIT SVC	0.00	1,432.90
1011	96076	10/24/19	2887	LANCE,SOLL & LUNGHARD, L	50900007700	FY19 AUDIT SVC	0.00	7,573.90
1011	96076	10/24/19	2887	LANCE,SOLL & LUNGHARD, L	00150005300	FY19 AUDIT SVC	0.00	10,849.10
TOTAL CHECK							0.00	20,470.00
1011	96077	10/24/19	5121	ERIN MCKINLEY	001	RFND ENC19-14/832 VAL	0.00	525.00
1011	96078	10/24/19	4738	MEDICAL EYE SERVICES	001	EE -OCT 19	0.00	-33.87
1011	96078	10/24/19	4738	MEDICAL EYE SERVICES	001	EE -APR-JUN	0.00	-33.87
1011	96078	10/24/19	4738	MEDICAL EYE SERVICES	00150005400	ROUNDING OCT 19	0.00	-1.13
1011	96078	10/24/19	4738	MEDICAL EYE SERVICES	001	EE# -OCT 19	0.00	29.14
1011	96078	10/24/19	4738	MEDICAL EYE SERVICES	001	EE -APR-JUN	0.00	33.87
1011	96078	10/24/19	4738	MEDICAL EYE SERVICES	001	VISION OCT 19	0.00	432.53
TOTAL CHECK							0.00	426.67
1011	96079	10/24/19	5508	MERCHANTS BUILDING MAINT	00165006570	FCCC SUMMER CLNG-JUL	0.00	652.80
1011	96080	10/24/19	5407	PJ CASTORENA, INC.	55000007750	CCA WKLY ENR9/30&10/7	0.00	87.45
1011	96081	10/24/19	111	MISSION LINEN & UNIFORM	21100007600	LAUNDRY-PUB WORKS	0.00	2.37
1011	96081	10/24/19	111	MISSION LINEN & UNIFORM	21100007600	LAUNDRY-PUB WORKS	0.00	2.37
1011	96081	10/24/19	111	MISSION LINEN & UNIFORM	21100007600	LAUNDRY-PUB WORKS	0.00	2.40

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1011	96081	10/24/19	111	MISSION LINEN & UNIFORM	00165006520	LAUNDRY-PUB WORKS	0.00	6.35
1011	96081	10/24/19	111	MISSION LINEN & UNIFORM	00165006520	LAUNDRY-PUB WORKS	0.00	6.35
1011	96081	10/24/19	111	MISSION LINEN & UNIFORM	00165006520	LAUNDRY-PUB WORKS	0.00	6.41
1011	96081	10/24/19	111	MISSION LINEN & UNIFORM	50900007700	LAUNDRY-PUB WORKS	0.00	9.49
1011	96081	10/24/19	111	MISSION LINEN & UNIFORM	50900007700	LAUNDRY-PUB WORKS	0.00	9.49
1011	96081	10/24/19	111	MISSION LINEN & UNIFORM	50900007700	LAUNDRY-PUB WORKS	0.00	9.59
1011	96081	10/24/19	111	MISSION LINEN & UNIFORM	00165006560	LAUNDRY-PUB WORKS	0.00	10.67
1011	96081	10/24/19	111	MISSION LINEN & UNIFORM	00165006560	LAUNDRY-PUB WORKS	0.00	10.67
1011	96081	10/24/19	111	MISSION LINEN & UNIFORM	00165006560	LAUNDRY-PUB WORKS	0.00	10.79
1011	96081	10/24/19	111	MISSION LINEN & UNIFORM	00165006530	LAUNDRY-PUB WORKS	0.00	18.97
1011	96081	10/24/19	111	MISSION LINEN & UNIFORM	00165006530	LAUNDRY-PUB WORKS	0.00	18.97
1011	96081	10/24/19	111	MISSION LINEN & UNIFORM	00165006530	LAUNDRY-PUB WORKS	0.00	19.18
TOTAL CHECK							0.00	144.07
1011	96082	10/24/19	4825	NEOGOV, INC	00150005400	FY20 INSIGHT SUBSCRIPT	0.00	3,004.09
1011	96082	10/24/19	4825	NEOGOV, INC	00150005400	FY20 GOVJOBS SUBSCRIPT	0.00	1,378.13
1011	96082	10/24/19	4825	NEOGOV, INC	00150005400	FY20 ONBOARD SUBSCRPTN	0.00	5,292.00
TOTAL CHECK							0.00	9,674.22
1011	96083	10/24/19	4522	NISSHO OF CALIFORNIA	00165006560	VALVE REPAIR-FC	0.00	387.36
1011	96083	10/24/19	4522	NISSHO OF CALIFORNIA	00165006560	REPAIRS-MULTPL LOCTNS	0.00	210.20
1011	96083	10/24/19	4522	NISSHO OF CALIFORNIA	00165006530	STREET LNDSCP SVC-AUG	0.00	1,827.01
1011	96083	10/24/19	4522	NISSHO OF CALIFORNIA	00165006530	STREET LNDSCP SVC-SEP	0.00	1,910.85
1011	96083	10/24/19	4522	NISSHO OF CALIFORNIA	00165006560	PRKS LNDSCP SVC-AUG	0.00	12,140.32
1011	96083	10/24/19	4522	NISSHO OF CALIFORNIA	00165006560	PRKS LNDSCP SVC-SEP	0.00	12,163.39
1011	96083	10/24/19	4522	NISSHO OF CALIFORNIA	00165006570	PUBFAC LNDSCP SVC-SEP	0.00	2,509.06
1011	96083	10/24/19	4522	NISSHO OF CALIFORNIA	00165006570	PUBFAC LNDSCP SVC-AUG	0.00	2,570.66
1011	96083	10/24/19	4522	NISSHO OF CALIFORNIA	20375007510	MID#33 LNDSCP SVC-SEP	0.00	3,317.60
1011	96083	10/24/19	4522	NISSHO OF CALIFORNIA	20375007510	MID#33 LNDSCP SVC-AUG	0.00	4,787.25
1011	96083	10/24/19	4522	NISSHO OF CALIFORNIA	20875007580	CRT LNDSCP SVC-SEP	0.00	2,757.17
1011	96083	10/24/19	4522	NISSHO OF CALIFORNIA	20875007580	CRT LNDSCP SVC-AUG	0.00	3,227.92
TOTAL CHECK							0.00	47,808.79
1011	96084	10/24/19	54	1 STOP TONER & INKJET, L	00150005150	TONER-CLERK	0.00	140.05
1011	96084	10/24/19	54	1 STOP TONER & INKJET, L	00150005150	TONER-CLERK	0.00	75.03
TOTAL CHECK							0.00	215.08
1011	96085	10/24/19	5361	HABITAT PROTECTION, INC	00165006570	PEST CONTROL-SEP-FC	0.00	30.00
1011	96085	10/24/19	5361	HABITAT PROTECTION, INC	00165006570	PEST CONTROL-SEP-LC	0.00	30.00
1011	96085	10/24/19	5361	HABITAT PROTECTION, INC	00165006570	PEST CONTROL-SEP-PW	0.00	30.00
1011	96085	10/24/19	5361	HABITAT PROTECTION, INC	00165006570	PEST CONTROL-SEP-MS	0.00	30.00
1011	96085	10/24/19	5361	HABITAT PROTECTION, INC	00165006570	PEST CONTROL-SEP-FS	0.00	35.00
1011	96085	10/24/19	5361	HABITAT PROTECTION, INC	00165006570	PEST CONTROL-SEP-CH	0.00	45.00
1011	96085	10/24/19	5361	HABITAT PROTECTION, INC	00165006570	AS ND PST CNTL-SEP-FC	0.00	25.00
1011	96085	10/24/19	5361	HABITAT PROTECTION, INC	00165006570	AS ND PST CNTL-SEP-MS	0.00	25.00
TOTAL CHECK							0.00	250.00
1011	96086	10/24/19	5770	PHIL BATEMAN	001	RFND-ENC19-17/153 N G	0.00	220.00
1011	96087	10/24/19	113	PITNEY BOWES GLOBAL FINA	00150005150	POSTG MTR-7/30-10/29	0.00	704.94
1011	96088	10/24/19	1087	PREFERRED BENEFIT INS AD	00150005400	ADMIN FEE-OCT 19	0.00	4.50

PENTAMATION
 DATE: 10/25/2019
 TIME: 15:11:59

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 11
 ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20191005 00:00:00.000' and '20191025 00:00:00.000'
 ACCOUNTING PERIOD: 4/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	96088	10/24/19	1087	PREFERRED BENEFIT INS AD	001	DENTAL-OCT 19	0.00	2,409.80
TOTAL CHECK							0.00	2,414.30
1011	96089	10/24/19	1008	PSC, LLC	00165006520	HHW-SEP	0.00	1,762.00
1011	96090	10/24/19	1112	RANCHO SANTA FE SECURITY	00165006560	RSTRM LCK/UNLOCK-SEP	0.00	26.37
1011	96090	10/24/19	1112	RANCHO SANTA FE SECURITY	00165006560	RSTRM LCK/UNLOCK-SEP	0.00	529.42
1011	96090	10/24/19	1112	RANCHO SANTA FE SECURITY	00165006560	RSTRM LCK/UNLOCK-OCT	0.00	555.79
1011	96090	10/24/19	1112	RANCHO SANTA FE SECURITY	00165006560	ALARM MONITORING-SEP	0.00	34.91
1011	96090	10/24/19	1112	RANCHO SANTA FE SECURITY	00165006560	ALARM MONITORING-SEP	0.00	205.09
1011	96090	10/24/19	1112	RANCHO SANTA FE SECURITY	00165006560	ALARM MONITORING-OCT	0.00	240.00
1011	96090	10/24/19	1112	RANCHO SANTA FE SECURITY	00165006560	KABOO-9/13	0.00	360.00
1011	96090	10/24/19	1112	RANCHO SANTA FE SECURITY	00165006560	KABOO-9/14-15	0.00	720.00
TOTAL CHECK							0.00	2,671.58
1011	96091	10/24/19	3362	RAPHAEL'S PARTY RENTALS	00170007110	GENRTR-DIA DE 10/27	0.00	335.50
1011	96092	10/24/19	4080	JENNIFER REED	00170007100	SHORELINE-AUTUMN 2019	0.00	1,245.75
1011	96093	10/24/19	5774	ROD STEWART	001	RFND-ENC4170/772 E SO	0.00	530.00
1011	96094	10/24/19	4681	RYAN PESTER	27060006120	STRIKETM-LIME-9/8-26	0.00	2,539.84
1011	96095	10/24/19	5502	SAN DIEGO HUMANE SOCIETY	00160006130	FY20 ANIMAL SVC-OCT	0.00	6,920.58
1011	96096	10/24/19	314	SAN ELIJO JPA	50900007700	Q2 MAINT & OP	0.00	405,523.00
1011	96096	10/24/19	314	SAN ELIJO JPA	00165006520	FY20 STRM DRAIN SEDIMN	0.00	2,675.00
1011	96096	10/24/19	314	SAN ELIJO JPA	00165006570	FY20 GENERATR MAINT	0.00	3,288.00
1011	96096	10/24/19	314	SAN ELIJO JPA	509	SEJPA CLS OUT FY19	0.00	-165,610.00
1011	96096	10/24/19	314	SAN ELIJO JPA	001	SEJPA CLS OUT FY19	0.00	-3,938.00
TOTAL CHECK							0.00	241,938.00
1011	96097	10/24/19	141	SANTA FE IRRIGATION DIST	20475007520	005979029 08/16-10/15	0.00	1,394.73
1011	96098	10/24/19	2475	SAVMART PHARMACEUTICAL S	27060006120	CSA17.20 KETAMINE	0.00	75.68
1011	96099	10/24/19	169	SDG&E CO INC	55000007750	SEA CCA SVC-AUG	0.00	2,326.80
1011	96100	10/24/19	3909	SECTRAN SECURITY INC	12050005460	COURIER SVC-OCT	0.00	113.37
1011	96100	10/24/19	3909	SECTRAN SECURITY INC	12050005460	COURIER SVC FUEL-OCT	0.00	14.74
TOTAL CHECK							0.00	128.11
1011	96101	10/24/19	5149	SPECTRUM AUDIO INC	00170007110	DIA LOS MUERTOS SOUND	0.00	1,400.00
1011	96102	10/24/19	5704	THE HOME DEPOT PRO	00165006560	BLEACH/LINERS	0.00	655.68
1011	96102	10/24/19	5704	THE HOME DEPOT PRO	00165006570	BLEACH/LINERS	0.00	655.68
TOTAL CHECK							0.00	1,311.36
1011	96103	10/24/19	2097	UT SAN DIEGO - NRTH COUN	45099256510	9925 NTC-BID2019-06	0.00	250.96
1011	96103	10/24/19	2097	UT SAN DIEGO - NRTH COUN	00155005550	ORD 506-INTRO	0.00	286.81
TOTAL CHECK							0.00	537.77

PENTAMATION
 DATE: 10/25/2019
 TIME: 15:11:59

CITY OF SOLANA BEACH, CA
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 12
 ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20191005 00:00:00.000' and '20191025 00:00:00.000'
 ACCOUNTING PERIOD: 4/20

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	96104	10/24/19	5509	VALLEY CONSTRUCTON MANAG	50998336510	9833PMP STN MNGMT-SEP	0.00	20,470.00
1011	96105	10/24/19	30	VERIZON WIRELESS-SD	00150005450	IT CELL 08/24-09/23	0.00	152.04
1011	96105	10/24/19	30	VERIZON WIRELESS-SD	21100007600	PW CELL 09/02-10/01	0.00	2.48
1011	96105	10/24/19	30	VERIZON WIRELESS-SD	50900007700	PW CELL 09/02-10/01	0.00	2.48
1011	96105	10/24/19	30	VERIZON WIRELESS-SD	00165006540	PW CELL 09/02-10/01	0.00	9.93
1011	96105	10/24/19	30	VERIZON WIRELESS-SD	00165006560	PW CELL 09/02-10/01	0.00	9.93
1011	96105	10/24/19	30	VERIZON WIRELESS-SD	00165006520	PW CELL 09/02-10/01	0.00	12.42
1011	96105	10/24/19	30	VERIZON WIRELESS-SD	00165006530	PW CELL 09/02-10/01	0.00	12.42
1011	96105	10/24/19	30	VERIZON WIRELESS-SD	00165006510	PW CELL 09/02-10/01	0.00	12.43
TOTAL CHECK							0.00	214.13
1011	V900059	10/10/19	5504	ALL CITY MANAGEMENT SERV	001	CRSSNG GRD08/25-09/07	0.00	-3,681.73
1011	V900059	10/10/19	5504	ALL CITY MANAGEMENT SERV	001	CRSSNG GRD08/25-09/07	0.00	3,681.73
1011	V900059	10/10/19	5504	ALL CITY MANAGEMENT SERV	00165006540	CRSSNG GRD08/25-09/07	0.00	1,982.47
1011	V900059	10/10/19	5504	ALL CITY MANAGEMENT SERV	00165006540	CRSSNG GRD08/25-09/07	0.00	3,681.73
TOTAL CHECK							0.00	5,664.20
1011	V900060	10/10/19	5527	PCL CONSTRUCTION INC.	50998336510	9833 SB PMP STN-SEP	0.00	269,895.00
1011	V900060	10/10/19	5527	PCL CONSTRUCTION INC.	50998336510	9833 PMP STN RTN-SEP	0.00	14,205.00
1011	V900060	10/10/19	5527	PCL CONSTRUCTION INC.	509	9833 PMP STN RTN-SEP	0.00	-14,205.00
TOTAL CHECK							0.00	269,895.00
1011	V900061	10/17/19	13	SOLANA BEACH FIREFIGHTER	001	FD DUES PD 10/18/19	0.00	913.50
1011	V900062	10/24/19	5504	ALL CITY MANAGEMENT SERV	00165006540	CRSSNG GRD09/22-10/05	0.00	2,497.60
1011	V900062	10/24/19	5504	ALL CITY MANAGEMENT SERV	00165006540	CRSSNG GRD09/08-09/21	0.00	2,497.60
1011	V900062	10/24/19	5504	ALL CITY MANAGEMENT SERV	00165006540	CRSSNG GRD09/08-09/21	0.00	4,638.40
1011	V900062	10/24/19	5504	ALL CITY MANAGEMENT SERV	00165006540	CRSSNG GRD09/22-10/05	0.00	4,638.40
1011	V900062	10/24/19	5504	ALL CITY MANAGEMENT SERV	001	CRSSNG GRD09/08-09/21	0.00	-4,638.60
1011	V900062	10/24/19	5504	ALL CITY MANAGEMENT SERV	001	CRSSNG GRD09/22-10/05	0.00	-4,638.40
1011	V900062	10/24/19	5504	ALL CITY MANAGEMENT SERV	001	CRSSNG GRD09/22-10/05	0.00	4,638.40
1011	V900062	10/24/19	5504	ALL CITY MANAGEMENT SERV	001	CRSSNG GRD09/08-09/21	0.00	4,638.60
TOTAL CHECK							0.00	14,272.00
1011	V900063	10/24/19	1561	CDW GOVERNMENT INC	00150005450	VMWARE SOFTWARE MAIN	0.00	2,248.00
TOTAL CASH ACCOUNT							0.00	1,137,021.26
TOTAL FUND							0.00	1,137,021.26
TOTAL REPORT							0.00	1,137,021.26



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: November 13, 2019
ORIGINATING DEPT: Finance
SUBJECT: **Report on Changes Made to the General Fund Adopted Budget for Fiscal Year 2019/20**

BACKGROUND:

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

The information provided in this Staff Report lists the changes made through October 23, 2019.

DISCUSSION:

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

GENERAL FUND - ADOPTED BUDGET PLUS CHANGES					
As of October 23, 2019					
Action	Description	Revenues	Expenditures	Transfers from GF	Net Surplus
Reso 2019-085	Adopted Budget	19,357,000	(19,141,500)	(151,100) (1)	\$ 64,400
	(1) Transfers to:				
	Debt Service for Public Facilities		151,100	151,100	

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA

FISCAL IMPACT:

N/A

COUNCIL ACTION:

WORK PLAN:

N/A

OPTIONS:

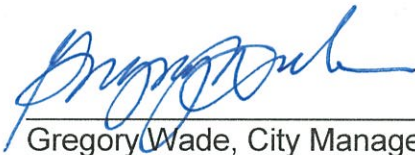
- Receive the report.
- Do not accept the report

DEPARTMENT RECOMMENDATION:

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

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: November 13, 2019
ORIGINATING DEPT: Community Development Department
SUBJECT: **Consideration of Resolution 2019-143 to Enter Into Professional Service Agreements with Hogan Law APC for 3rd Party Environmental Legal Review Services, and Resolution 2019-144 to Enter Into Professional Service Agreements with Helix Environmental Planning, Inc., Harris & Associates, Inc., Michael Baker International, Inc., The Altum Group, and ESA for 3rd Party Environmental Planning Services**

BACKGROUND:

The Community Development Department has utilized third party services to prepare and evaluate environmental planning documents for development projects in the City. These third-party services are paid for by project applicants through developer deposit accounts.

This item is before Council to consider authorizing a 3rd Party agreement with Hogan Law APC for professional environmental legal review services, and 3rd Party agreements with Helix Environmental Planning, Inc., Harris & Associates, Inc., Michael Baker International, Inc., The Altum Group, and ESA for professional environmental planning services.

DISCUSSION:

The City has previously retained Michael Hogan, Esq. of the law firm Hogan Law APC to provide legal services to the City as special counsel to consult on certain development projects on a case-by-case basis. These projects often contain complex environmental legal questions or analysis associated with the proposed development. Michael Hogan of Hogan Law APC is qualified by experience and ability to perform the

COUNCIL ACTION:

services desired by the City, and has provided exemplary and timely service when needed. Mr. Hogan is willing to continue to perform such services on an as-needed basis. The costs for his services on development projects are paid for by the developer/project applicant and not from the General Fund.

In April 2019, the City issued a Request for Proposals (RFP) seeking qualified consulting firms to provide environmental planning services on an on-call basis. The environmental planning consultants would be responsible for the preparation of Environmental Impact Reports (EIR), Negative Declarations (ND), Mitigated Negative Declarations, and other technical studies necessary for California Environmental Quality Act (CEQA) documentation for proposed projects. The environmental planning consultants would work collaboratively with, and manage the work of, other members of the environmental analysis team. The City received twelve (12) proposals from experienced professional environmental planning firms. Staff reviewed the proposals and, after due consideration, it was determined that following five (5) environmental planning firms were the most responsive and able to address the needs of the City:

- Helix Environmental Planning, Inc.
- Harris & Associates, Inc.
- Michael Baker International, Inc.
- The Altum Group
- ESA

Staff has prepared two resolutions requesting City Council to authorize the City Manager to enter into 3rd Party agreements with Hogan Law APC to provide environmental legal review services (Attachment 1) and with Helix Environmental Planning, Inc., Harris & Associates, Inc., Michael Baker International, Inc., The Altum Group, and ESA for professional environmental planning services (Attachment 2).

CEQA COMPLIANCE STATEMENT:

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

FISCAL IMPACT:

Third party environmental legal review services and environmental planning services for development projects are cost neutral in that project applicants pay for these services at cost plus a 15% administrative fee for Staff oversight and management of the project.

WORK PLAN:

N/A

OPTIONS:

- Authorize Staff recommendation.

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


DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 2019-143 (Attachment 1) authorizing the City Manager to execute a Professional Services Agreement with Hogan Law APC.
2. Adopt Resolution No. 2019-144 (Attachment 2) authorizing the City Manager to execute Professional Services Agreements with Helix Environmental Planning, Inc., Harris & Associates, Inc., Michael Baker International, Inc., The Altum Group, and ESA.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager

Attachments:

1. Resolution No. 2019-143 (Hogan Law APC)
2. Resolution No. 2019-144 (Helix Environmental Planning, Inc., Harris & Associates, Inc., Michael Baker International, Inc., The Altum Group, and ESA)
3. Professional Services Agreement – Hogan Law APC, Inc.
4. Professional Services Agreement – Helix Environmental Planning, Inc.
5. Professional Services Agreement – Harris & Associates, Inc.
6. Professional Services Agreement – Michael Baker International, Inc.
7. Professional Services Agreement – The Altum Group
8. Professional Services Agreement – ESA

RESOLUTION 2019-143

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HOGAN LAW APC FOR 3RD PARTY ENVIRONMENTAL LEGAL REVIEW SERVICES

WHEREAS, the City Council has determined that it is necessary and appropriate to retain Michael Hogan of the law firm of Hogan Law APC to provide legal services to the City as special counsel to consult on certain development projects on a case-by-case basis to assist with any complex environmental legal questions or analysis; and

WHEREAS, the City has determined that Michael Hogan of Hogan Law APC is qualified by experience and ability to perform the services desired by City, and Mr. Hogan is willing to perform such services; and

WHEREAS, the City has worked well with Mr. Hogan of Hogan Law APC as special legal counsel on complex environmental issues previously; and

WHEREAS, a new agreement is needed for Mr. Hogan's work for these special projects to be paid from the developer/project applicant deposited fees and not from the General Fund.

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

1. That the foregoing recitations are true and correct.
2. That the City Manager is authorized to execute a Professional Services Agreement with Hogan Law APC to conduct 3rd party environmental legal review services for an open-ended dollar amount for third-party pass-through payments.
3. That the City Council authorizes the City Manager to extend the agreements for four additional one year terms, at the City's option.

PASSED AND ADOPTED this 13th day of November, 2019, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

DAVID A. ZITO, Deputy Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

RESOLUTION 2019-144

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING PROFESSIONAL SERVICES AGREEMENTS WITH HELIX ENVIRONMENTAL PLANNING, INC., HARRIS & ASSOCIATES, INC., MICHAEL BAKER INTERNATIONAL, INC., THE ALTUM GROUP, AND ESA FOR PROFESSIONAL ENVIRONMENTAL PLANNING SERVICES

WHEREAS, the Community Development Department is in need of professional environmental planning services for 3rd party environmental planning services on new development projects; and

WHEREAS, in May 2019, the City issued a Requests for Proposals to provide as-needed and 3rd party professional environmental planning services; and

WHEREAS, the City received twelve responses to the City's RFP for 3rd Party Professional Environmental Planning Services; and

WHEREAS, after due review and consideration, it was determined that Helix Environmental Planning, Inc., Harris & Associates, Inc., Michael Baker International, Inc., The Altum Group, and ESA were the most qualified and responsive to provide professional environmental planning services; and

WHEREAS, the City wishes to enter contracts with these five highly qualified environmental planning firms.

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

1. That the foregoing recitations are true and correct.
2. That the City Council authorizes the City Manager to execute a professional service agreement with Helix Environmental Planning, Inc., Harris & Associates, Inc., Michael Baker International, Inc., The Altum Group, and ESA for an open-ended dollar amount for third-party pass-through payments for environmental planning services.
3. That the City Council authorizes the City Manager to extend all of the agreements for four additional one year terms, at the City's option.

PASSED AND ADOPTED this 13th day of November, 2019, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

DAVID A. ZITO, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

City of Solana Beach

PROFESSIONAL SERVICES AGREEMENT

FOR THIRD PARTY ENVIRONMENTAL LEGAL REVIEW SERVICES

THIS Professional Services Agreement (“AGREEMENT”) is made and entered into this 1st day of December, 2019 by and between the CITY OF SOLANA BEACH, a municipal corporation (“CITY”), and, Hogan Law APC a California Corporation, etc., (“CONSULTANT”) (collectively “PARTIES”).

WHEREAS, the CITY desires to employ a CONSULTANT to furnish third party pass-through environmental legal review services (“PROFESSIONAL SERVICES”) for development projects on an as-needed basis (“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 Community Development Director 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. Michael Hogan 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 for an open-ended amount, funded by pass-through fees collected from property owners at the time of project application submittal 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 be for an open-ended amount, funded by pass-through fees collected from the property owners at the time of application submittal. 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.
- 4.2. **PERS Eligibility Indemnification.** In the event that CONSULTANT's employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, Contractor shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT's employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits. This is a continuing obligation that survives the termination of this contract.

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.

Joseph Lim, Community Development Director

City of Solana Beach
635 S. Highway 101

Michael M. Hogan, Esq.

Hogan Law APC
225 Broadway, Suite 1900

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

CONSULTANT, a California Corporation

By:

By:

City Manager, Gregory Wade

Signature

Michael M. Hogan, Esq.

ATTEST:

City Clerk. Angela Ivey

APPROVED AS TO CONTENT:

Joseph Lim, Community Development Director

APPROVED AS TO FORM:

City Attorney, Johanna N. Canlas

EXHIBIT "A"
SCOPE OF SERVICES AND FEE

City of Solana Beach

PROFESSIONAL SERVICES AGREEMENT

FOR THIRD PARTY PASS-THROUGH ENVIRONMENTAL PLANNING SERVICES

THIS Professional Services Agreement (“AGREEMENT”) is made and entered into this 1st day of December, 2019 by and between the CITY OF SOLANA BEACH, a municipal corporation (“CITY”), and, Helix Environmental Planning, Inc. a California Corporation, etc., (“CONSULTANT”) (collectively “PARTIES”).

WHEREAS, the CITY desires to employ a CONSULTANT to furnish third party pass-through environmental planning services (“PROFESSIONAL SERVICES”) for development projects on an as-needed basis (“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 Community Development Director 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. Joanne M. Dramko, AICP 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 to the scope, schedule, or compensation 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 for an open-ended amount, funded by pass-through fees collected from property owners at the time of project application submittal 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 material 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 and including 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.
- 2.6. Consultant may terminate this AGREEMENT, without cause by giving thirty (30) days' notice to CITY. Consultant may, at its election, terminate or suspend performance under this AGREEMENT should CITY be in default of any covenant or condition hereof if CITY fails to cure the default within ten (10) calendar days of receiving written notice of default. The time to perform services under this AGREEMENT shall be extended for any period of suspension.

3. COMPENSATION.

- 3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall be for an open-ended amount, funded by pass-through fees collected from the property owners at the time of application submittal. 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 in writing, executed by CONSULTANT and CITY.
- 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.
- 4.2. **PERS Eligibility Indemnification.** In the event that CONSULTANT's employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California

Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, Contractor shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT's employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits. This is a continuing obligation that survives the termination of this contract.

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 reasonably 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, (c) otherwise becomes known to CONSULTANT other than through disclosure by the CITY, or (d) is required to be disclosed by court order or other legal demand requiring disclosure, in which case, CONSULTANT shall notify CITY in writing as soon as possible and before responding to such court order or legal demand. 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.
- 10.3.** Other than as stated in sections 10.1 and 10.2 above, each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title and interest in and to its other services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries, and inventions, including all intellectual property rights thereto, including without limitation and modifications, improvements or derivative works thereof, created prior to, or independently, during the term of this Agreement. This Agreement does not affect

the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Agreement to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Agreement under section 10.1 and 10.2.

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.

Joseph Lim, Community Development Director
City of Solana Beach
635 S. Highway 101
Solana Beach, CA 92075

Joanne M. Dramko, AICP
Helix Environmental Planning, Inc.
7578 El Cajon Boulevard
La Mesa, CA 91942

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.

27. WAIVER OF CONSEQUENTIAL DAMAGES.

Neither party shall have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature, whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever, caused, even if same were reasonable foreseeable; provide, however, the foregoing shall not apply to with respect to indemnity obligation under the AGREEMENT.

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

CITY OF SOLANA BEACH, a municipal corporation

CONSULTANT, a California Corporation

By:

By:

City Manager, Gregory Wade

Signature

Joanne M. Dramko, AICP
Environmental Planning Group Manager

ATTEST:

City Clerk, Angela Ivey

APPROVED AS TO CONTENT:

Joseph Lim, Community Development Director

APPROVED AS TO FORM:

City Attorney, Johanna N. Canlas

EXHIBIT "A"
SCOPE OF SERVICES AND FEE

City of Solana Beach

PROFESSIONAL SERVICES AGREEMENT

FOR THIRD PARTY PASS-THROUGH ENVIRONMENTAL PLANNING SERVICES

THIS Professional Services Agreement (“AGREEMENT”) is made and entered into this 1st day of December, 2019 by and between the CITY OF SOLANA BEACH, a municipal corporation (“CITY”), and, Harris & Associates, Inc. a California Corporation, etc., (“CONSULTANT”) (collectively “PARTIES”).

WHEREAS, the CITY desires to employ a CONSULTANT to furnish third party pass-through environmental planning services (“PROFESSIONAL SERVICES”) for development projects on an as-needed basis (“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 Community Development Director 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. Dianne Sandman, AICP 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 to the scope, schedule, or compensation 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 for an open-ended amount, funded by pass-through fees collected from property owners at the time of project application submittal 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 material 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 and including 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.
- 2.6. Consultant may terminate this AGREEMENT, without cause by giving thirty (30) days' notice to CITY. Consultant may, at its election, terminate or suspend performance under this AGREEMENT should CITY be in default of any covenant or condition hereof if CITY fails to cure the default within ten (10) calendar days of receiving written notice of default. The time to perform services under this AGREEMENT shall be extended for any period of suspension.

3. COMPENSATION.

- 3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall be for an open-ended amount, funded by pass-through fees collected from the property owners at the time of application submittal. 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 in writing, executed by CONSULTANT and CITY.
- 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.
- 4.2. **PERS Eligibility Indemnification.** In the event that CONSULTANT's employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, Contractor shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment

of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT's employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits. This is a continuing obligation that survives the termination of this contract.

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 reasonably 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, (c) otherwise becomes known to CONSULTANT other than through disclosure by the CITY, or (d) is required to be disclosed by court order or other legal demand requiring disclosure, in which case, CONSULTANT shall notify CITY in writing as soon as possible and before responding to such court order or legal demand. 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.
- 10.3.** Other than as stated in sections 10.1 and 10.2 above, each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title and interest in and to its other services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries, and inventions, including all intellectual property rights thereto, including without limitation and modifications, improvements or derivative works thereof, created prior to, or independently, during the term of this Agreement. This Agreement does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Agreement to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Agreement under section 10.1 and 10.2.

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.

Joseph Lim, Community Development Director
City of Solana Beach
635 S. Highway 101
Solana Beach, CA 92075

Diane Sandman, AICP
Harris & Associates, Inc.
600 B Street, Suite 2000
San Diego, CA 92101

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.

27. WAIVER OF CONSEQUENTIAL DAMAGES.

Neither party shall have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature, whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever, caused, even if same were reasonable foreseeable; provide, however, the foregoing shall not apply to with respect to indemnity obligation under the AGREEMENT.

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

CITY OF SOLANA BEACH, a municipal corporation

CONSULTANT, a California Corporation

By:

By:

City Manager, Gregory Wade

Signature

Diane Sandman, AICP
Principal-in-Charge

ATTEST:

City Clerk, Angela Ivey

APPROVED AS TO CONTENT:

Joseph Lim, Community Development Director

APPROVED AS TO FORM:

City Attorney, Johanna N. Canlas

EXHIBIT "A"
SCOPE OF SERVICES AND FEE

City of Solana Beach

PROFESSIONAL SERVICES AGREEMENT

FOR THIRD PARTY PASS-THROUGH ENVIRONMENTAL PLANNING SERVICES

THIS Professional Services Agreement (“AGREEMENT”) is made and entered into this 1st day of December, 2019 by and between the CITY OF SOLANA BEACH, a municipal corporation (“CITY”), and, Michael Baker International, Inc. a Pennsylvania Corporation, etc., (“CONSULTANT”) (collectively “PARTIES”).

WHEREAS, the CITY desires to employ a CONSULTANT to furnish third party pass-through environmental planning services (“PROFESSIONAL SERVICES”) for development projects on an as-needed basis (“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 Community Development Director 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. Bob Stark, AICP 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 to the scope, schedule, or compensation 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 for an open-ended amount, funded by pass-through fees collected from property owners at the time of project application submittal 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 material 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 and including 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.
- 2.6. Consultant may terminate this AGREEMENT, without cause by giving thirty (30) days' notice to CITY. Consultant may, at its election, terminate or suspend performance under this AGREEMENT should CITY be in default of any covenant or condition hereof if CITY fails to cure the default within ten (10) calendar days of receiving written notice of default. The time to perform services under this AGREEMENT shall be extended for any period of suspension.

3. COMPENSATION.

- 3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall be for an open-ended amount, funded by pass-through fees collected from the property owners at the time of application submittal. 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 in writing, executed by CONSULTANT and CITY.
- 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.
- 4.2. **PERS Eligibility Indemnification.** In the event that CONSULTANT's employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California

Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, Contractor shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT's employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits. This is a continuing obligation that survives the termination of this contract.

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 reasonably 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, (c) otherwise becomes known to CONSULTANT other than through disclosure by the CITY, or (d) is required to be disclosed by court order or other legal demand requiring disclosure, in which case, CONSULTANT shall notify CITY in writing as soon as possible and before responding to such court order or legal demand. 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.

10.3. Other than as stated in sections 10.1 and 10.2 above, each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title and interest in and to its other services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries, and inventions, including all intellectual property rights thereto, including without limitation and modifications, improvements or derivative works thereof, created prior to, or independently, during the term of this Agreement. This Agreement does not affect

the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Agreement to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Agreement under section 10.1 and 10.2.

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.

Joseph Lim, Community Development Director
City of Solana Beach
635 S. Highway 101
Solana Beach, CA 92075

Bob Stark, AICP
Harris & Associates, Inc.
600 B Street, Suite 2000
San Diego, CA 92101

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.

27. WAIVER OF CONSEQUENTIAL DAMAGES.

Neither party shall have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature, whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever, caused, even if same were reasonable foreseeable; provide, however, the foregoing shall not apply to with respect to indemnity obligation under the AGREEMENT.

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

CITY OF SOLANA BEACH, a municipal corporation

CONSULTANT, a Pennsylvania Corporation

By:

By:

City Manager, Gregory Wade

Signature

Bob Stark, AICP
Associate Vice President

ATTEST:

City Clerk, Angela Ivey

APPROVED AS TO CONTENT:

Joseph Lim, Community Development Director

APPROVED AS TO FORM:

City Attorney, Johanna N. Canlas

EXHIBIT "A"
SCOPE OF SERVICES AND FEE

City of Solana Beach

PROFESSIONAL SERVICES AGREEMENT

FOR THIRD PARTY PASS-THROUGH ENVIRONMENTAL PLANNING SERVICES

THIS Professional Services Agreement (“AGREEMENT”) is made and entered into this 1st day of December, 2019 by and between the CITY OF SOLANA BEACH, a municipal corporation (“CITY”), and, The Altum Group a California Corporation, etc., (“CONSULTANT”) (collectively “PARTIES”).

WHEREAS, the CITY desires to employ a CONSULTANT to furnish third party pass-through environmental planning services (“PROFESSIONAL SERVICES”) for development projects on an as-needed basis (“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 Community Development Director 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. Chris Moore, AICP 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 to the scope, schedule, or compensation 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 for an open-ended amount, funded by pass-through fees collected from property owners at the time of project application submittal 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 material 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 and including 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.
- 2.6. Consultant may terminate this AGREEMENT, without cause by giving thirty (30) days' notice to CITY. Consultant may, at its election, terminate or suspend performance under this AGREEMENT should CITY be in default of any covenant or condition hereof if CITY fails to cure the default within ten (10) calendar days of receiving written notice of default. The time to perform services under this AGREEMENT shall be extended for any period of suspension.

3. COMPENSATION.

- 3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall be for an open-ended amount, funded by pass-through fees collected from the property owners at the time of application submittal. 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 in writing, executed by CONSULTANT and CITY.
- 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.
- 4.2. **PERS Eligibility Indemnification.** In the event that CONSULTANT's employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, Contractor shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment

of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT's employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits. This is a continuing obligation that survives the termination of this contract.

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 reasonably 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, (c) otherwise becomes known to CONSULTANT other than through disclosure by the CITY, or (d) is required to be disclosed by court order or other legal demand requiring disclosure, in which case, CONSULTANT shall notify CITY in writing as soon as possible and before responding to such court order or legal demand. 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.
- 10.3. Other than as stated in sections 10.1 and 10.2 above, each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title and interest in and to its other services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries, and inventions, including all intellectual property rights thereto, including without limitation and modifications, improvements or derivative works thereof, created prior to, or independently, during the term of this Agreement. This Agreement does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Agreement to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Agreement under section 10.1 and 10.2.

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.

Joseph Lim, Community Development Director
City of Solana Beach
635 S. Highway 101
Solana Beach, CA 92075

Chris Moore, AICP
The Altum Group
6265 Greenwich Dr., Suite 215
San Diego, CA 92122

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.

27. WAIVER OF CONSEQUENTIAL DAMAGES.

Neither party shall have any claim or right against the other, whether in contract, warranty, tor (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature, whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever, caused, even if same were reasonable foreseeable; provide, however, the forgoing shall not apply to with respect to indemnity obligation under the AGREEMENT.

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

CITY OF SOLANA BEACH, a municipal corporation

CONSULTANT, a California Corporation

By:

By:

City Manager, Gregory Wade

Signature

Chris Moore, AICP
Director of Planning and Environmental
Planning

ATTEST:

City Clerk. Angela Ivey

APPROVED AS TO CONTENT:

Joseph Lim, Community Development Director

APPROVED AS TO FORM:

City Attorney, Johanna N. Canlas

EXHIBIT "A"
SCOPE OF SERVICES AND FEE

City of Solana Beach

PROFESSIONAL SERVICES AGREEMENT

FOR THIRD PARTY PASS-THROUGH ENVIRONMENTAL PLANNING SERVICES

THIS Professional Services Agreement (“AGREEMENT”) is made and entered into this 1st day of December, 2019 by and between the CITY OF SOLANA BEACH, a municipal corporation (“CITY”), and, ESA a California Corporation, etc., (“CONSULTANT”) (collectively “PARTIES”).

WHEREAS, the CITY desires to employ a CONSULTANT to furnish third party pass-through environmental planning services (“PROFESSIONAL SERVICES”) for development projects on an as-needed basis (“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 Community Development Director 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. Eric Ruby 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 to the scope, schedule, or compensation 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 for an open-ended amount, funded by pass-through fees collected from property owners at the time of project application submittal 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 material 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 and including 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.
- 2.6. Consultant may terminate this AGREEMENT, without cause by giving thirty (30) days' notice to CITY. Consultant may, at its election, terminate or suspend performance under this AGREEMENT should CITY be in default of any covenant or condition hereof if CITY fails to cure the default within ten (10) calendar days of receiving written notice of default. The time to perform services under this AGREEMENT shall be extended for any period of suspension.

3. COMPENSATION.

- 3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall be for an open-ended amount, funded by pass-through fees collected from the property owners at the time of application submittal. 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 in writing, executed by CONSULTANT and CITY.
- 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.
- 4.2. **PERS Eligibility Indemnification.** In the event that CONSULTANT's employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, Contractor shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment

of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT's employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits. This is a continuing obligation that survives the termination of this contract.

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 reasonably 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, (c) otherwise becomes known to CONSULTANT other than through disclosure by the CITY, or (d) is required to be disclosed by court order or other legal demand requiring disclosure, in which case, CONSULTANT shall notify CITY in writing as soon as possible and before responding to such court order or legal demand. 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.
- 10.3. Other than as stated in sections 10.1 and 10.2 above, each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title and interest in and to its other services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries, and inventions, including all intellectual property rights thereto, including without limitation and modifications, improvements or derivative works thereof, created prior to, or independently, during the term of this Agreement. This Agreement does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Agreement to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Agreement under section 10.1 and 10.2.

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.

Joseph Lim, Community Development Director
City of Solana Beach
635 S. Highway 101
Solana Beach, CA 92075

Eric Ruby
ESA
550 West C Street, Suite 750
San Diego, CA 92101

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.

27. WAIVER OF CONSEQUENTIAL DAMAGES.

Neither party shall have any claim or right against the other, whether in contract, warranty, tor (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature, whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever, caused, even if same were reasonable foreseeable; provide, however, the forgoing shall not apply to with respect to indemnity obligation under the AGREEMENT.

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

CITY OF SOLANA BEACH, a municipal corporation

CONSULTANT, a California Corporation

By:

By:

City Manager, Gregory Wade

Signature

Eric Ruby
Project Director

ATTEST:

City Clerk, Angela Ivey

APPROVED AS TO CONTENT:

Joseph Lim, Community Development Director

APPROVED AS TO FORM:

City Attorney, Johanna N. Canlas

EXHIBIT "A"
SCOPE OF SERVICES AND FEE



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: November 13, 2019
ORIGINATING DEPT: City Manager's Department
SUBJECT: **Master Art Policy Compliance - 330 S. Cedros Revised Public Art Proposal**

BACKGROUND:

The Master Art Policy ("MAP"), adopted in September 2007, requires private development projects with a building valuation of \$500,000 or more, including all remodels and construction projects, to pay Public Art Fee ("PAF"), which is 0.5% of the total building valuation or to incorporate approved artwork into a proposed project. The former applicant for the subject property and project, Cedros 330 Management, LLC ("Former Applicant"), submitted an application for a mixed-use development project on the property at 330 South Cedros Avenue. The project had a building valuation that exceeded the \$500,000 threshold and the Applicant paid the required PAF. The MAP allows developers different options as to how to satisfy the public art requirement, one of which is to incorporate artwork into the proposed project.

On December 9, 2016, the Former Applicant received City Council's approval both of their project entitlements and of their original proposed public art illustrated in Attachment 1. This satisfied the MAP's public art requirement allowing a refund of the PAF by incorporating public art into their proposed project at 330 South Cedros Avenue.

Subsequent to City Council approval of the entitlements for 330 South Cedros Avenue, the property and project entitlements were acquired by a new owner. The current applicant, Pacifica Neuhar Solana Beach, LLC ("Current Applicant"), is requesting approval of the revised public art illustrated in Attachment 2, which will be incorporated into the design of the mixed-use development project, and to receive a refund of the PAF that was paid prior to their building permit issuance.

This item is before the City Council to consider approving Resolution 2019-148 (Attachment 3) approving the revised proposed art and if the revised proposed art is

COUNCIL ACTION:

accepted by the City Council, refund the PAF once the art has been installed and the final occupancy has been granted.

DISCUSSION:

The MAP indicates that a PAF is required for all development projects with a building valuation of \$500,000 or more including remodels and reconstruction projects. The MAP also allows two different methods for the Applicant to receive a refund of their PAF. The first method is for the Applicant to incorporate public art into the proposed project with City Council approval. The other method is to acquire Council approved artwork for placement by the City in a designated MAP location.

Prior to receiving their building permit, Cedros 330 Management paid the PAF with the intention of incorporating public art in their proposed project. According to the MAP "All Solana Beach public art proposals must follow the procedures outlined in this Policy regardless if those proposals are generated by the City Council, the Public Arts Commission ("PAC"), new development projects, potential donors or any other source." Any such artwork must be accepted by the City Council prior to the installation.

The Former Applicant presented their original proposal to the PAC on April 26, 2016 and received unanimous approval of the proposal for recommendation to the City Council. On December 9, 2016, during consideration and approval of their proposed project, the Former Applicant received City Council's approval of their original public art proposal.

The Current Applicant presented their revised proposal to the PAC on October 22, 2019 and received a unanimous recommendation for approval of the artwork to the City Council.

The Current Applicant is now requesting that the City Council accept their revised public art proposal and, once the art is installed, allow Staff to refund the \$14,250.77 PAF on file with the City. Staff has drafted Resolution 2019-148 approving the revised proposed art and, if approved by Council, authorizes the refund of the PAF once the art has been installed and the final occupancy has been granted. The Council may direct Staff to modify the Resolution to reflect any conditions it deems appropriate as a part of the public review process.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

N/A

WORK PLAN:

N/A

OPTIONS:

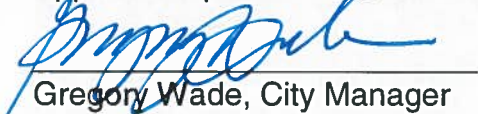
- Approve Resolution 2019-148 approving the public art and authorizing the refund of the \$14,250.77 PAF once the art is installed and the final occupancy is granted.
- Approve Staff recommendation subject to additional specific conditions necessary for the City Council to approve the proposed art and authorize the refund of the PAF.
- Provide direction to Staff.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2019-148 approving the proposed art as the fulfillment of the MAP and authorize staff to refund the \$14,250.77 PAF for the private development project once the art has been installed and the final occupancy for the project have been granted.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager

Attachments:

1. Original Proposed Public Art Plan
2. Revised Proposed Public Art Plan
3. Resolution 2019-148

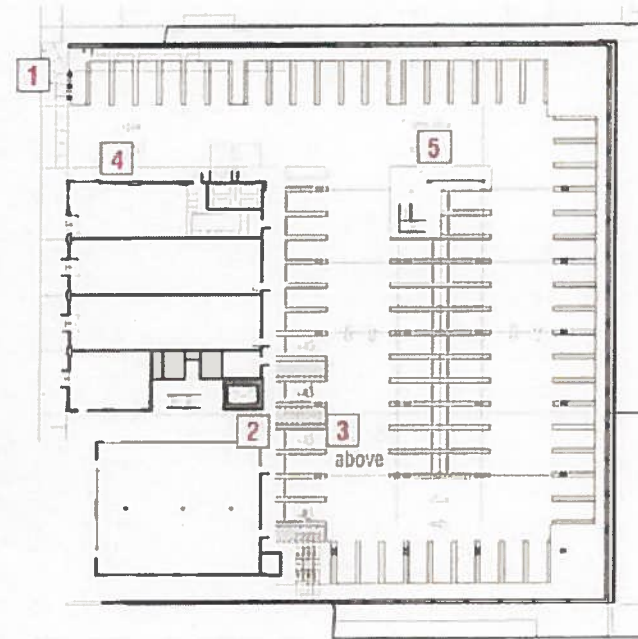
MAP Art Proposal

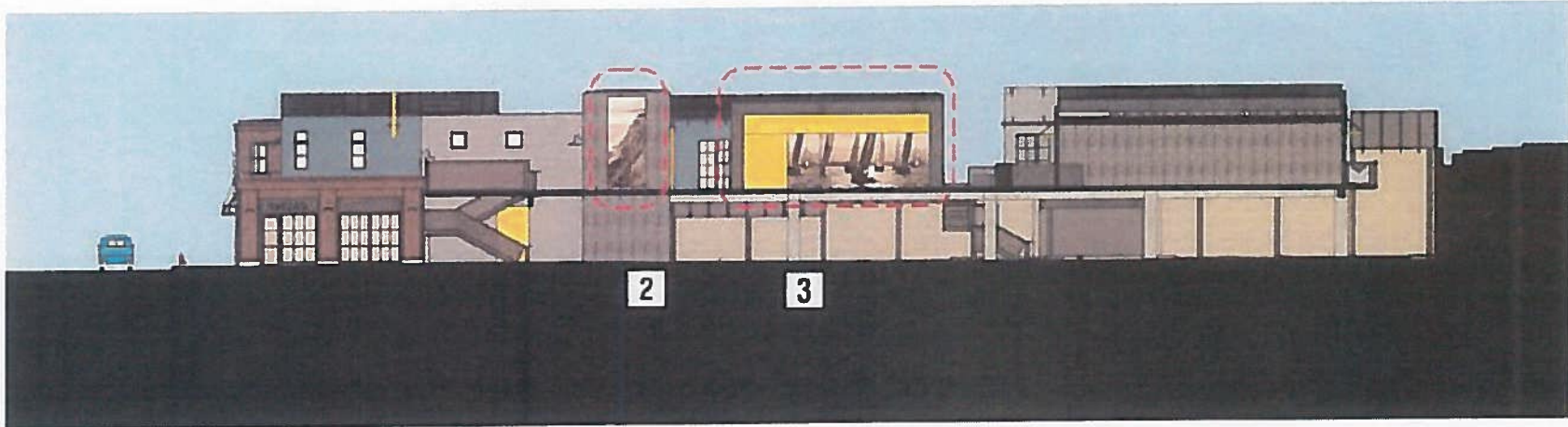


WEST ELEVATION

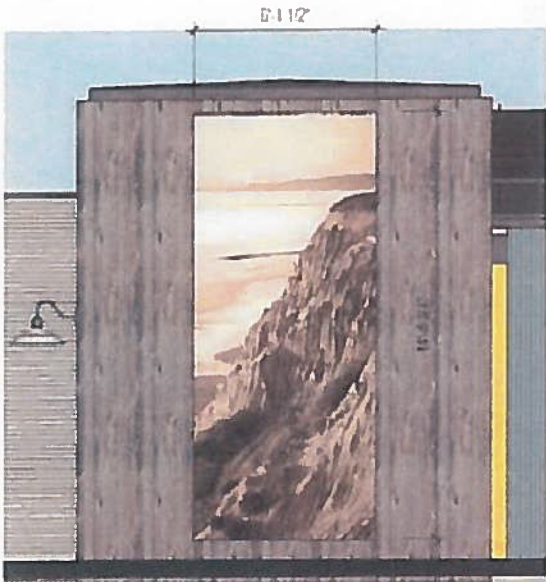


1 Stand-up 3d lettering
Area +/- 58 sqft

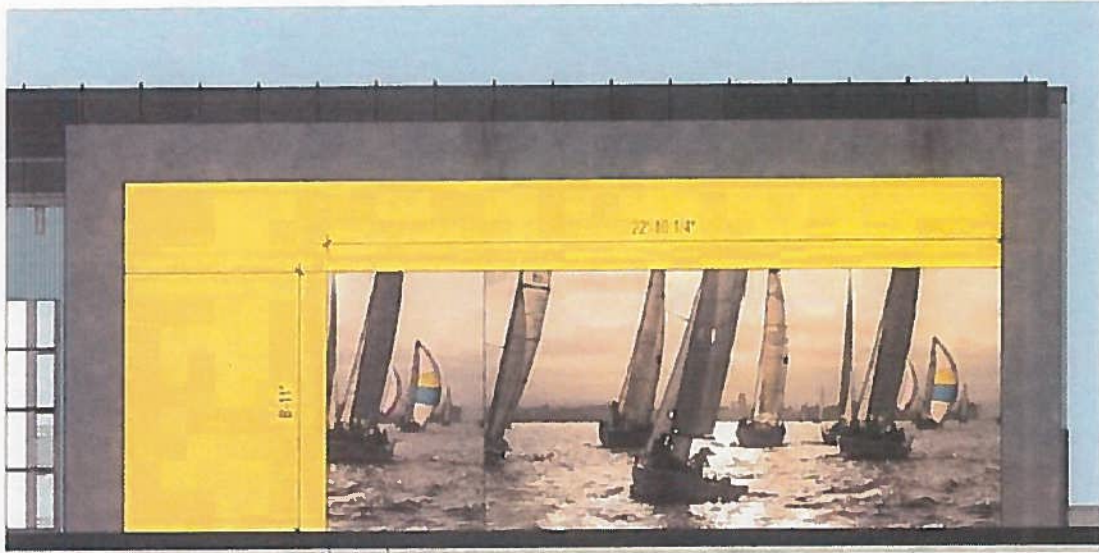




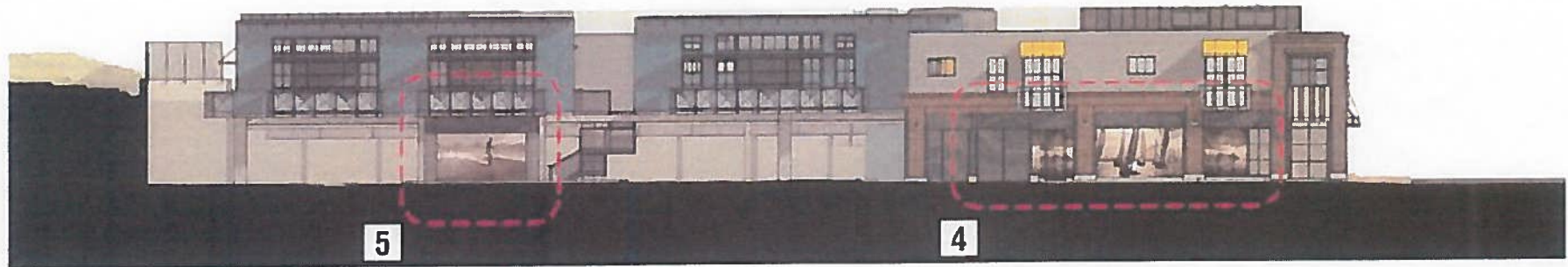
BUILDING SECTION



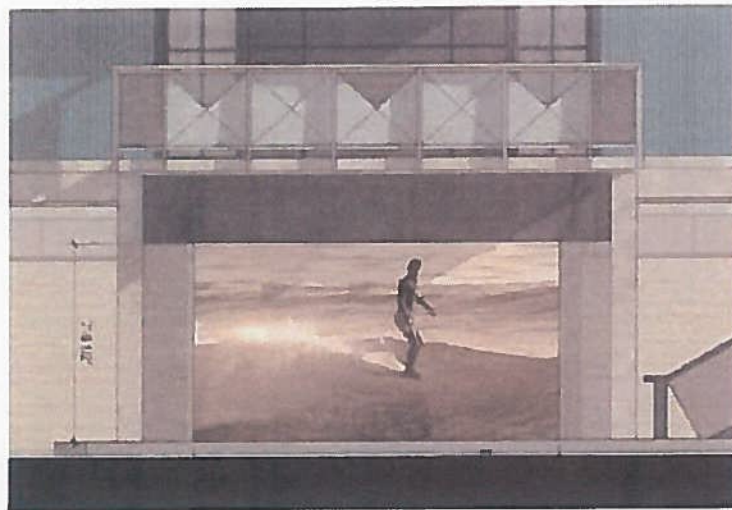
2 Art Area
+/- 87.7 sqft



3 Art Area
+/- 203.8 sqft



NORTH ELEVATION
SCALE: NTS



5 Art Area
+/- 111.2 sqft



Art Area +/- 53.3 sqft Art Area +/- 110.6 sqft Art Area +/- 52 sqft **4**



.....
CEDROS MURAL CONCEPTS
.....

ART CONSULTANT:

SKYE WALKER

.....

MURALISTS

MARK WARREN JACQUES

TIERNEY MOSES

.....

MURALS TO BE PAINTED MID - LATE OCTOBER 2019

ALL CONCEPTS ARE IN EARLY STAGES OF DEVELOPMENT AND ARE NOT FINALIZED



ARTIST'S STATEMENT

“As the art consultant for this project and as a North County San Diego local, I wanted these murals to not only connect to the natural surroundings but also make that connection to the people that live here.

I brought local artists Tierney Moses and Mark Warren Jaques on for this project as their styles emulate these ideals. Mark’s stylistic mural connects with the ocean and landscapes we see and love here in Southern California. Tierney’s plant and succulent murals mixed with patterned pottery will make the connection with the human in her piece which will also resonate with the stylish community of Solana Beach.

Public art is integral to our town, especially when it taps into our natural environments and elements in a visual way such as murals and art. Tierney and Mark’s murals will achieve this and be a wonderful addition to the art scene in Cedros.”

~ Skye Walker - Muralist / Art Consultant



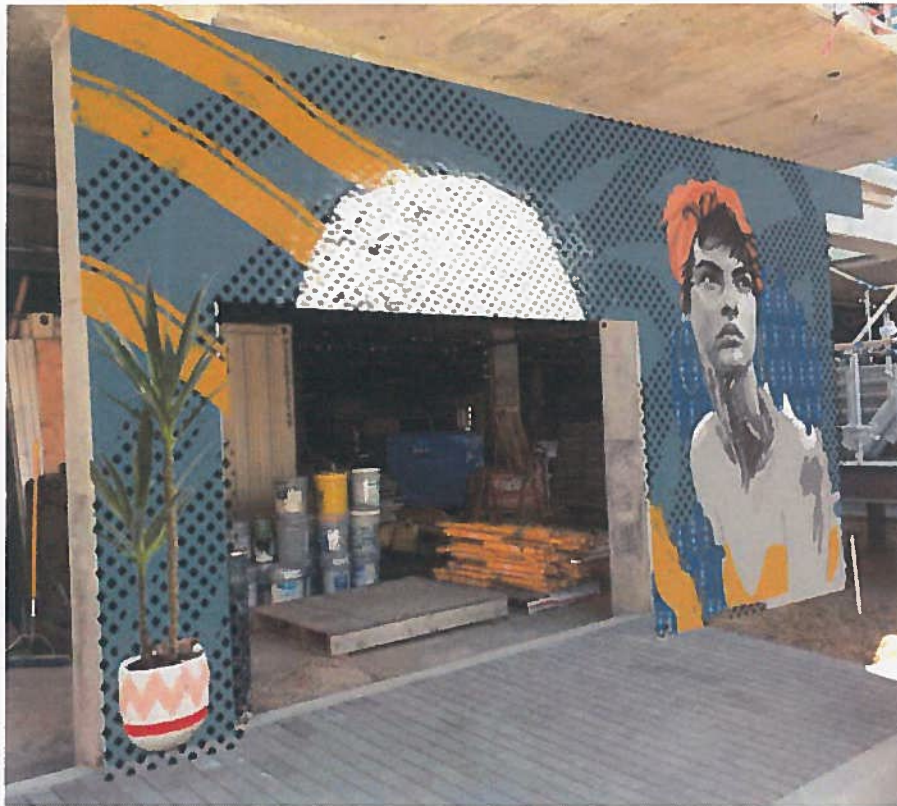
RPG - CEDROS PROJECT - MURAL PROPOSAL



TIERNEY MOSES

ENTRY PARKING LOT WALL & GARAGE ENTRY

INSPIRATION: PLANTED SUCCULENTS & PLANTS, TEXTURES, ABSTRACT PATTERNS AND FIGURATIVE ELEMENTS.



330 ADDRESS NUMBERS

INSPIRATION: ALOE, ALOE BLOOMS, GEOMETRY, CRYSANthemUM FLOWER



1 Stand-up 3d lettering
Area +/- 58 sqft

RESOLUTION 2019-148

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, ACCEPTING THE PUBLIC ART PROPOSAL TO BE INCORPORATED INTO THE PROJECT AT 330 S. CEDROS AVENUE AND AUTHORIZE STAFF TO REFUND THE PUBLIC ART FEE

WHEREAS, the City Council approved the City's Master Art Policy (MAP) on September 19, 2007; and

WHEREAS, the MAP allows for a refund of the Public Art Fee (PAF) if Public Art is incorporated into the proposed development project and accepted by the City Council; and

WHEREAS, the Applicant paid the PAF prior to receiving their building permit with the intention of incorporating public art in their development project; and

WHEREAS, City Council approved the public art to be incorporated in the proposed project on December 9, 2016; and

WHEREAS, subsequent to City Council approval, the property and entitlements of 330 South Cedros Avenue were obtained by a new owner; and

WHEREAS, the new owner proposed modifying the Council approved public art and is requesting Council consideration of approval of the revisions; and

WHEREAS, the Public Arts Commission reviewed the revised public art proposed to be incorporated in the project and offered a unanimous recommendation of approval to the City Council on October 22, 2019.

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 approves the revised proposed public art to be incorporated into the 330 S. Cedros mixed use development project to satisfy the public art requirement of the Master Art Policy.
3. That once the approved public art has been installed on-site and the Applicant has received final occupancy, Staff shall refund the Public Art Fee.

PASSED AND ADOPTED this 13th day of November, 2019, at a regular meeting of the City Council of the City of Solana Beach, California by the following vote:

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

DAVID 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: November 13, 2019
ORIGINATING DEPT: Finance
SUBJECT: **Council Consideration of Resolution No. 2019-149
Updating the City's Schedule of Fees**

BACKGROUND:

A Comprehensive Fee Study and Cost Allocation Plan (Fee Study) was initiated by the City of Solana Beach (City) in January 2017.

The Fee Study was presented to the City Council on July 11, 2018 for consideration and discussion. The Fee Study was also presented to the Budget and Finance Commission on August 6, 2018 for their review and input.

On November 28, 2018, the City Council approved Resolution 2018-148 approving the update of the City's Schedule of Fees for FY 2018/19. As part of Resolution 2018-148, a provision was included that the schedule of fees be adjusted annually effective July 1st of each fiscal year based on the Consumer Price Index (All Urban Consumers – San Diego Region) for the prior calendar year period January through December. Since the Fee Study and fees adopted by Council by Resolution 2018-148 were based on the Fiscal Year (FY) 2017/18 Adopted Budget, the first adjustment of the Schedule of Fees was to be effective July 1, 2019.

The City implemented TRAKiT, a new permitting and land management software, during the summer of 2019. As part of the implementation process, Staff learned that TRAKiT would be unable to accommodate a fee schedule change based on the City's fiscal year that runs July to June.

COUNCIL ACTION:

AGENDA ITEM B.1.

This item is before the City Council to consider adoption of Resolution 2019-149 (Attachment 1) approving the update of the City's Schedule of Fees by 2.5% effective January 1, 2020

DISCUSSION:

User fees and charges are collected to recover some or all costs incurred in providing a specific service from which one or more individuals (i.e. permit applicants) obtain a benefit. It is a best practice for cities to perform a comprehensive update of their cost allocation plans every 5 years and to review user fees and charges schedules annually.

One of the Council's overarching Work Plan goals is to enhance the City's long-term fiscal sustainability. Adopting a fee methodology and resulting fee adjustments realigns user fees to more efficiently utilize general revenues (taxes) for services and programs such as public safety, infrastructure maintenance, and economic development.

The California Constitution (Propositions 13, 218 and 26) and various state laws have placed both substantive and procedural limits on cities' ability to impose fees and charges. Proposition 26 contains a more general articulation of the cost of service principle and includes a requirement that the local government bear the burden of proof that 1) "a levy, charge, or other exaction is not a tax; 2) that the amount is no more than necessary to recover the reasonable costs of the government activity; and 3) that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burden on, or benefits received from, the governmental activity." (Cal. Const. art. XIII C, § (e)). It is important to note that rental charges for rooms or facilities, fines, penalties and late charges are not technically user fees and are not required to be based on actual costs. Instead, these types of charges are more typically governed by market rates, reasonableness and other policy driven factors and can legally exceed the cost.

In January 2017, the City released a RFP solicitation for an independent consultant with expertise in municipal finance to update the City's cost allocation plan and conduct a review of its user fee schedule. Revenue & Cost Specialists, LLC. (RCS) was selected to provide the requested services.

The Fee Study was carried out in two phases. The first phase was to prepare an updated cost allocation plan, which spreads the cost of general government and support services across the direct services provided to the public. This phase was completed in February 2018. The second phase, a User Fee Analysis, included a thorough analysis of the total cost of providing services, including all applicable direct, indirect and overhead costs associated with specific services. This was a coordinated effort among all City departments and included many meetings between RCS and City staff to review updates and provide feedback.

The Fee Study was presented to the City Council on July 11, 2018 for consideration and discussion. The Fee Study was also presented to the Budget and Finance Commission

on August 6, 2018 for their review and input. On November 28, 2018, the City Council approved Resolution 2018-148 approving the update of the City's Schedule of Fees for FY 2018/19.

Annual Fee Adjustment

A provision was included in Resolution 2018-148 that the schedule of fees be adjusted annually effective July 1st of each fiscal year based on the Consumer Price Index (All Urban Consumers – San Diego Region) for the prior calendar year period January through December. Since the Fee Study and fees were based on the FY 2017/18 Adopted Budget, the first adjustment of the Schedule of Fees was to be effective July 1, 2019.

In July 2019, the City implemented its new permitting and land management software, TRAKiT, and continued using the calendar year in the numbering system for plans and permits as was done in the City's old system. Using the calendar year as part of the numbering system allows Staff to better track plans and permits. Subsequent to the software implementation, Staff learned that TRAKiT is only able to accommodate a fee schedule change based on the calendar year with the City's numbering system. Therefore, Staff is recommending that the first adjustment of the Schedule of Fees be effective January 1, 2020 and, thereafter, be adjusted on a calendar year basis.

Similar to what was included as part of an annual adjustment, Staff is also recommending that the schedule of fees be based on the San Diego-Carlsbad Consumer Price Index (CPI), All Items, for All Urban Consumers (CPI-U) Index for the prior twelve month period June to May but not to exceed 2.5% annually. The San Diego-Carlsbad CPI-U Index for the prior twelve-month period June 2018 to May 2019 was 3.8%, therefore, the adjustment being recommended in the fee update effective January 1, 2020 is 2.5%.

The recommended adjustment of 2.5% has been applied to all fees on the Schedule of Fees effective January 1, 2020 (Schedule of Fees)(Attachment 2) except for the following fees:

- View Assessment fee (S-040) for Claimant and Applicant remains at \$600 per application.
- Golf Cart Permit fee (S-660) remains at \$10 per permit.
- Development Impact and Developer Pass-Thru fees (S-305 through S-355)
- Fees that require deposits with charges at the fully allocated hourly rates for City personnel (S-018 through S-020, S-021A, S115A, S115B, S-116A, S-116B and S-125A).
- Fees set by ordinance or State law – SMIP fee (S-290), State Building Standards Fee (S-291), SB1186 Fee (S-628), False Alarm fees (S-470), and certain City Clerk fees (S-711, S-720, and S-721).
- Junior Lifeguard (S-490) and Day Camp (S-522) program fees. These fees will be brought to Council for adjustment in January 2020.
- Special Event Permit fees for Residents or Non-Profits will remain at \$50 per event (S-510).

The fees listed above that would not be adjusted by 2.5% are highlighted in brown on the Schedule of Fees.

The following rounding factor has been applied to the adjusted fees so that the new fees are in whole dollars:

- Any fee in the amount of \$0.01 to \$0.99 round up to \$1.00.
- Any fee more than \$1.00 with cents totaling from \$0.01 to \$0.49 round down to the nearest whole dollar.
- Any fee more than \$1.00 with cents totaling from \$0.50 to \$0.99 round up to the nearest whole dollar.

Using the above rounding factor, a fee that adjusts by 2.5% from \$100.00 to \$102.50 will round up to \$103.00 on the updated fee schedule.

All fees that have been adjusted by 2.5% are highlighted in green on the Schedule of Fees.

New Fees

The following new fees have been added to the Schedule of Fees:

- A Credit Card Convenience Fee (S-750) will be charged to customers who use a credit card to pay for City fees. This fee will be set by agreement between the City and its third-party credit card processor. Staff is currently negotiating an agreement for these services and will be bringing the agreement to Council for approval in December.

The exception to the credit card processing fee being paid by the customer are payments received by the City for its Junior Lifeguard and Day Camp programs through the Active Network recreation software program. The City pays for these processing fees and the annual cost for the processing fees is included in the calculation of the Junior Lifeguard and Day Camp program fees.

- Applicants that pay Community Development related fees receive a 15% discount on certain fees if they are paying for multiple permits/fees on their project. The 15% discount is applied to certain fees that would be less than the highest Community Development fee paid by the applicant for their project.

For example, if an applicant pays \$8,877 for a Conditional Use Permit (CUP) fee (S-001) and \$5,228 for a Development Review Permit (DRP) (S-021) fee on their project, they will receive a 15% discount on the DRP fee and pay \$4,443 instead of \$5,228, a savings to the applicant of \$785.

This discount has been an internal Community Development policy and Staff is recommending that the policy be incorporated into the Fee Schedule. The fee amounts that are eligible for the 15% discount on the Fee Schedule are referenced by a column labeled "15% Discount" and are highlighted in yellow to the left of the Service Code Number.

- The City charges \$10 for a Sound Permit fee (S-515) that is normally applied for at the same time as when a Special Event application is submitted. This fee was inadvertently omitted from the Fee Schedule approved by Council in November 2018 and Staff is recommending this fee be added.
- Facility rentals and special events require an applicant to provide a certificate of liability insurance and related endorsements that protect the City in case of a claim resulting from the use of City property. If the applicant is unable to provide their own proof of insurance, the City offers a program through its insurance broker that allows the applicants to purchase the insurance. The premium for this coverage is set by the City's insurance broker and the cost is included on the facility rental and special event applications. Staff is recommending this fee be added to the Fee Schedule.
- Upon initial submittal to the City, permit fees based on valuations will be calculated using the valuations listed in Attachment A of the Fee Schedule. This will be the minimum fee charged for the permit. If, upon a subsequent submittal, the valuation decreases, no refund based on the decreased valuation will be provided to the applicant. If the valuation increases, additional permit fees will be calculated based on the difference between the valuation used to calculate the minimum fee and the increased valuation.

The new fee, with the exception of the 15% Community Development discount fee and the minimum permit valuation fee are highlighted in orange on the Fee Schedule.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

An adjustment to the City's Fee Schedule based on cost of living changes helps to maintain user fees to more efficiently utilize general revenues (taxes) for costs in services and programs such as public safety, infrastructure maintenance, and economic development.

WORK PLAN:

Fiscal Sustainability

OPTIONS:

- Adopt the proposed fee resolution recommendations as presented in Resolution 2019-149.
- Provide direction to modify the fee resolution.
- Deny the fee resolution.
- Request additional information.
- Take no action at this time.

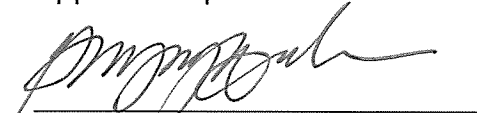
DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council:

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.
2. Consider adoption of Resolution No. 2019-149 updating the Schedule of Fees effective January 1, 2020.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution No. 2019-149
2. Schedule of Fees effective January 1, 2020

RESOLUTION 2019-149

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SOLANA BEACH, CALIFORNIA, AMENDING THE
SCHEDULE OF FEES EFFECTIVE JANUARY 1, 2020**

WHEREAS, the City of Solana Beach has conducted an extensive and exhaustive analysis of its services, the costs reasonably borne of providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services; and the City desires to provide a review process for landscape plans and site inspections for landscaping of development projects; and

WHEREAS, it is the intention of the City Council to conduct such analysis at least every five years to ensure fees are set appropriately to recover costs reasonably borne for providing services; and

WHEREAS, the City established a policy for recovering the full costs reasonably borne for providing special services of a voluntary and limited nature, such that general taxes are not diverted from general services of a broad nature and thereby utilized to subsidize unfairly and inequitably such special services; and

WHEREAS, pursuant to Government Code Section 66016 the specific fees to be charged for services must be adopted by the City Council by Resolution, after providing notice and holding a public hearing; and

WHEREAS, notice of public hearing has been provided per California Government Code Section 6062, oral and written presentations made and received, and the required public hearing held; and

WHEREAS, a schedule of fees and charges to be paid by those requesting such special services need be adopted so that the City might carry into effect its policies; and

WHEREAS, it is the intention of the City Council to update the schedule of fees annually effective January 1 of each calendar year based on the San Diego-Carlsbad CPI, All Items, for All Urban Consumers (CPI-U) Index, not to exceed 2.5% annually, for the prior twelve month period June through May; and

WHEREAS, the City Council recognizes that special circumstances may support the waiving of fees depending upon the nature of the situation; and

WHEREAS, pursuant to California Government Code Section 6062, a general explanation of the hereinafter contained schedule of fees and charges has been published as required; and

WHEREAS, all requirements of California Government Code Section 66016 are hereby found to have been complied with.

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. **Fee Schedule Adoption.** The attached schedule of fees and charges (Exhibit A) are hereby directed to be computed by and applied by the various City departments, and to be collected by the City Finance Department for the herein listed special services when provided by the City or its designated contractors.
3. **Separate Fee for Each Process.** All fees set forth by this resolution are for each identified process; additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a per unit of measurement basis the fee is for each identified unit or portion thereof within the indicated ranges of such units.
4. **Added Fees and Refunds.** Where additional fees need to be charged and collected for completed staff work, or where a refund of excess deposited monies is due, and where such charge or refund is ten dollars (\$10.00) or less, a charge or refund need not be made, pursuant to California Government Code Section 29375.1 and amendments thereto.
5. **Listing of Fees and Phase In.** The attached list of fees shall be charged and collected for the enumerated services as scheduled.
6. **Interpretations.** This Resolution may be interpreted by the several City department heads in consultation with the City Manager and, should there be a conflict between two fees then the lower in dollar amount of the two shall be applied.
7. **Adjustments to Fees.** It is the intention of the City Council to conduct an extensive analysis of its services periodically and review the fees and charges as determined and set out herein based on the City's Annual Budget and all the City's costs reasonably borne as established at that time and, if warranted, to revise such fees. Inflation adjustments made between such periodic review shall be

done annually effective January 1 of each calendar year via a new fee resolution and shall be based on the San Diego-Carlsbad CPI, All Items, for All Urban Consumers (CPI-U) Index, not to exceed 2.5% annually, for the prior twelve month period June through May.

8. **Adjustment to Fees effective January 1, 2020:** The San Diego-Carlsbad CPI, All Items, for All Urban Consumers (CPI-U) Index, for the twelve month period June 2018 through May 2019 is 3.8%, therefore, the adjustment in fees effective January 1, 2020 will be an adjustment of 2.5%.
9. **Rounding of Fees:** The following rounding factor has been applied to the adjustment of fees so that the adjusted fees are in whole dollars:
 - a. Any fee in the amount of \$0.01 to \$0.99 round up to \$1.00.
 - b. Any fee more than \$1.00 with cents totaling from \$0.01 to \$0.49 round down to the nearest whole dollar.
 - c. Any fee more than \$1.00 with cents totaling from \$0.50 to \$0.99 round up to the nearest whole dollar.
10. **Waiver of Fees:** The City Manager shall have the authority to waive fees for non-profit organizations located within the City and for City sponsored events. All other fee waiver requests shall be reviewed by the City Council.
11. **Constitutionality.** If any portion of this Resolution is declared invalid or unconstitutional then it is the intention of the City Council to have passed the entire Resolution and all its component parts, and all other sections of this Resolution shall remain in full force and effect.

PASSED AND ADOPTED this 13th day of November 2019, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

DAVID A. ZITO, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

EXHIBIT A
Schedule of Fees
Effective January 1, 2020

15% Discount	Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/20	Fee Instructions/Notes
	COMMUNITY DEVELOPMENT SERVICES				
	S-001	Community Dev	Conditional Use Permit - Processing	All CUPs: \$8,877	Per application. Bluff retention device CUPs will include deposit based on estimated costs for third-party geotechnical review, consultant review, and legal services. Optional: expediting fee and CEQA document preparation fee, upon request.
	S-001A			<u>Bluff Retention Device CUPs & Wireless Communication Facility CUPs</u> Require addtl deposit for various third-party reviews at Cost + 15% (see Service Code #S-350)	
	S-002	Community Dev	Conditional Use Permit - Revise/Modify	\$3,121	Per application
	S-003	Community Dev	Conditional Use Permit - Time Extension	\$2,327	Per application
	S-004	Community Dev	Community Development Directors Use Permit	\$2,891	Per application (Other)
	S-004A			\$2,665	Per application (Wireless)
	S-004B			Wireless Communications Facility-requires additional deposit for third party reviews plus 15% (see Service Code #S-350)	
	S-005	Community Dev	Community Development Dir. Use Permit - Revision	\$1,471	Per application
	S-006	Community Dev	Community Development Dir. Use Permit - Time Extension	\$1,245	Per application
	S-008	Community Dev	Minor Exception - Review Process	\$1,189	Per application
	S-011	Community Dev	Temporary Use Permit - Processing	\$1,522	Per application
	S-012	Community Dev	Temporary Use Permit - Time Extension	\$743	Per application
	S-013	Community Dev	Zoning Letter	\$159	Per letter
	S-014	Community Dev	Variance - Processing	\$6,719	Per application
	S-016	Community Dev	Pre-application review	\$2,834	Per application. 50% of the fee to be credited against future fees if the project actually goes forward.
	S-017	Community Dev	Appeal to the City Council	Resident \$1,676 Others \$4,192	Per appeal
	S-018	Community Dev	General Plan Amendment	\$10,000 deposit or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs as determined by Service Code #350. City staff will track time related to the project so that 100% of costs are recovered.	
	S-019	Community Dev	Rezoning Review/Specific Plan	\$10,000 deposit or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs as determined by Service Code #350. City staff will track time related to the project so that 100% of costs are recovered.	
	S-020	Community Dev	Zoning Text Amendment	\$10,000 deposit or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs as determined by Service Code #350. City staff will track time related to the project so that 100% of costs are recovered.	
	S-021	Community Dev	Development Review Permit - Processing	Level I Resident \$5,228 Non-Resident \$10,470 Level II - \$17,543 per application	Per application
	S-021A			or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs as determined by Service Code #350	
	S-022	Community Dev	Development Review Permit - Revise/Modify	\$3,249	Per application
	S-023	Community Dev	Development Review Permit - Time Extension	\$2,122	Per application
	S-024	Community Dev	Major Subdivision - Tentative Map	\$14,350	Per application
	S-025	Community Dev	Major Subdivision - Final Map	\$4,976	Per application
	S-026	Community Dev	Major Subdivision - Amend. Of Condition	\$4,192	Per application
	S-027	Community Dev	Major Subdivision - Time Extension	\$3,875	Per application
	S-028	Community Dev	Minor Subdivision - Tentative Map	\$10,993	Per application
	S-029	Community Dev	Minor Subdivision - Parcel Map	\$4,033	Per application

EXHIBIT A
Schedule of Fees
Effective January 1, 2020

15% Discount	Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/20	Fee Instructions/Notes
		S-030	Community Dev	Minor Subdivision - Amend. Of Condition	\$3,301
	S-031	Community Dev	Minor Subdivision - Time Extension	\$3,193	Per application
	S-032	Community Dev	Environmental Documentation	Deposit for third-party review at Cost + 15% Admin Fee (see Service Code #350)	Per application
	S-035	Community Dev	Environmental Impact Report	Deposit for third-party review at Cost + 15% Admin Fee (see Service Code #350)	Per application
	S-036	Community Dev	Structure Develop. Permit - Processing	\$3,680	Per application.
	S-036A	Community Dev	Structure Develop. Permit - Processing (with S-021)	\$1,104	If in conjunction with a Development Review Permit (S-021), the S-036 fee will instead be \$1,077 per application (30% of the total S-036 fee)
	S-036D	Community Dev	Structure Develop. Permit - Processing (with multiple entitlements)	\$3,128	If in conjunction with multiple entitlements, a discount of 15% is applied to the lower cost entitlements, and the S-036 will instead be \$3,052 per application
	S-037	Community Dev	Structure Develop. Permit Waiver/Time Extension	\$564	Per application. This fee will not be charged in conjunction with a Development Review Permit-Time Extension (S-023)
	S-037A	Community Dev	Structure Develop. Permit Waiver/Time Extension (with S-023)	\$0	
	S-040	Community Dev	View Assessment - Claimant	\$600 view assessment - claimant	Per application Full refund of application fee will be made if parties settle 2 weeks before a scheduled VAC hearing and a refund of \$300 if parties settle within the 2 week period before a VAC hearing
		Community Dev	View Assessment - Applicant	\$600 view assessment - applicant	
	S-041	Community Dev	View Assessment Committee (VAC) - Appeal to City Council	\$1,799	Per application
	S-042	Community Dev	View Assessment - Community Development Director Appeal to City Council	This fee would be charged as an Appeal to the City Council (S-017) and not as a separate fee.	Per application
	S-050	Community Dev	Standard Sign Permit - Processing	\$338	Per application
	S-051	Community Dev	Comprehensive Sign Plan - Review Process	\$964	Per application
	S-051A			plus 100% fine of original sign permit if the sign was built without a permit.	
	S-052	Community Dev	Comprehensive Sign Plan - Amendment	\$507	Per application
	S-053	Community Dev	Temporary Sign/Banner	\$113	Per application
	S-060	Community Dev	Landscape Plan Review/Inspection	Deposit for third-party review at Cost + 15% Admin Fee (see Service Code #350)	Per application
	S-065	Community Dev	Street Address Change	\$251 for first five addresses plus \$56 for each additional five addresses	Per application
	S-067	Community Dev	Planning Public Noticing	\$548 per notice plus actual mailing and newspaper costs If a project has more than one notice, this fee would be charged for each notice.	Per notice
		Community Dev	Multi-permit discount of 15%	A multi-permit discount of 15% is available for each additional Planning Department permit service filed on the same project at the same time as the first permit service. For example, if a Conditional Use Permit (CUP) (\$8,877) is filed simultaneously with a Development Review Permit (DRP) (\$5,228), the required fee would be \$8,877 plus \$5,228 minus 15% of \$5,228, or \$4,443 for the DRP (the discount is applied to the lower cost fee).	

**EXHIBIT A
Schedule of Fees
Effective January 1, 2020**

15% Discount	Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/20	Fee Instructions/Notes
ENGINEERING SERVICES					
	S-100	Engineering	Lot Line Adj./Cert. Of Compliance. - Review	\$1,881 per application	Per application
	S-100A			or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs as determined by S-350.	
	S-110	Engineering	Grading Plan Check	Construction Valuation: (\$1,000 minimum fee) \$0-\$20,000: 10% of the construction value \$20,001-\$80,000: \$2,050 + 3% of the construction value over \$20,000 \$80,001-\$200,000: \$3,800 + 1% of the construction value over \$80,000 \$200,001+: \$5,000 + 1% of the construction value over \$200,000	Per application
	S-110A			or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.	
	S-110B			<u>Bluff Projects</u> - Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.	
	S-111	Engineering	Grading Permit/Inspection	Construction Valuation: (\$1,000 minimum fee) \$0-\$20,000: 5% of the construction value \$20,001-\$80,000: \$1,000 + 1.5% of the construction value over \$20,000 \$80,001-\$200,000: \$1,900 + 1% of the construction value over \$80,000 \$200,001+: \$3,100 + 1% of the construction value over \$200,000	Per permit/inspection
	S-111A			or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.	
	S-111B			<u>Bluff Projects</u> - Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.	
	S-112	Engineering	Grading Deposits	Based on an Engineer's Estimate of the work performed under the permit. Per Resolution 2001-85, the City of San Diego Cost Estimate Unit Price List is used for determining security amount	Per permit/inspection
	S-115	Engineering	Public Improvement Plan Check	Construction Valuation: (\$1,000 minimum fee) \$0-\$20,000: 10% of the construction value \$20,001-\$80,000: \$2,000 + 3% of the construction value over \$20,000 \$80,001-\$200,000: \$3,800 + 1% of the construction value over \$80,000 \$200,001+: \$5,000 + 1% of the construction value over \$200,000	Per application
	S-115A			or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.	
	S-115B			<u>Bluff Projects</u> - Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.	

EXHIBIT A
Schedule of Fees
Effective January 1, 2020

15% Discount	Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/20	Fee Instructions/Notes
		S-116	Engineering	Public Improvement Permit/ Inspection	Construction Valuation: (\$1,000 minimum fee) \$0-\$20,000: 5% of the construction value \$20,001-\$80,000: \$1,000 + 1.5% of the construction value over \$20,000 \$80,001-\$200,000: \$1,900 + 1% of the construction value over \$80,000 \$200,001+: \$3,100 + 1% of the construction value over \$200,000
	S-116A	or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-XXX.			
	S-116B	<u>Bluff Projects</u> - Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-XXX..			
	S-117	Engineering	Public Improvement Deposits	Based on an Engineer's Estimate of the work performed under the permit. Per Resolution 2001-85, the City of San Diego Cost Estimate Unit Price List is used for determining security amount	Per permit/inspection
	S-120	Engineering	Geotechnical Plan Review/Inspection	Deposit for third-party review at Cost + 15% Admin Fee	Per application
	S-115	Engineering	Encroachment Permit	Street Cut - \$774 Standard - \$543	Per permit
	S-116	Engineering	Encroachment Permit Deposit	SBMC 11.20.230 - twice the estimated cost of removing the encroachment, but in no case less than \$50.00	Per permit
	S-120	Engineering	Miscellaneous Engineering Permit/Inspection	\$226	Per permit/inspection
	S-125	Engineering	Easement Abandon/Street Vacation	\$1,758 per application	Per application
	S-125A			or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-XXX.	
	S-127	Engineering	Easement/R.O.W Dedication	\$487	Per application
	S-130	Engineering	Subdivision Monuments	security deposit is based on estimate provided by surveyor to set the monuments.	Per application
	S-135	Engineering	Sewer Connection Fees	Future Capacity = 50%	Per total of \$4,500 per 1.0 EDU
	S-135A			Ocean Outfall = 27%	
	S-135B			Existing Facility = 23%	
	S-140	Engineering	Marine Safety Permit	Deposit collected for: Ramp Fee - \$6 per round trip Trip Fee - \$3 per ton plus \$28 per day for days 1-30 and \$54 per day for 31 and subsequent days plus actual staffing costs (4 hour min)	Per Permit

EXHIBIT A
Schedule of Fees
Effective January 1, 2020

15% Discount	Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/20	Fee Instructions/Notes
	BUILDING SERVICES				
	S-210 TO S-265	Community Dev	Building Plan - Plan Check & Permit/Inspection	See attached valuation tables Attachments A & B	Per application & permit/inspection
	S-270	Community Dev	CalGreen Building Plan Check	0-50,000 SF - 3% of Building Permit Plan Check Above 50,001 - 1% of Building Permit Plan Check	Per plan check
	S-272	Community Dev	CalGreen Building Permit/Inspection	0-50,000 SF - 3% of Building Inspection Fee Above 50,001 - 1% of Building Inspection Fee	Per permit/inspection
	S-275	Community Dev	Commercial Photovoltaic Plan Check	Based on the Project Valuation \$0-\$100,000: \$356 \$100,000-\$500,000: \$443 \$500,000- 1,000,000: \$487 Above \$1,000,000: \$574	Per plan check
	S-277	Community Dev	Commercial Photovoltaic Permit/Inspection	Based on the Project Valuation \$0-\$100,000: \$356 \$100,000-\$500,000: \$443 \$500,000- 1,000,000: \$487 Above \$1,000,000: \$574	Per permit/inspection
	S-278	001-4715	Single Family Single Family Residential Solar Plan Check	\$35 (25% of Single Trade Electrical Permit Fee- Attachment B)	Per plan check
	S-279	001-4320	Single Family Single Family Residential Solar Permit/Inspection	\$189 (Single Trade Electrical Permit Fee- Attachment B)	Per permit/inspection
	S-280	Community Dev	Building Permit Extension Review	\$236	Per application
	S-285	Community Dev	Violation of Building Permit	equal to total of building permit fee that was required (in addition to building permit fee)	Per violation
	S-290	Community Dev	SMIP Fee	per Section 2705 of the Public Resources Code	
	S-291	Community Dev	State Building Standards Fee	per HSC Section 18931.6	

**EXHIBIT A
Schedule of Fees
Effective January 1, 2020**

15% Discount	Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/20	Fee Instructions/Notes
	DEVELOPMENT IMPACT FEES & DEVELOPER PASS-THRU				
	S-305	Community Dev	Regional Transportation Congestion Program RTCIP Fee	Single family \$3,623 per dwelling unit Multi-family \$2,899 per dwelling unit	Per application; fee set by SANDAG and adjusted annually, no less than 2% per year.
	S-310	Community Dev	Public Facilities Fee	1% of project valuation	
	S-315	Community Dev	Master Art Policy Fee	0.5% of project valuation	Per application; commercial projects with valuation of \$500,000 or more with 5 or more dwelling units; deposit
	S-320	Community Dev	Affordable Housing Impact Fee	\$25.28 per SF	
	S-322	Engineering	Transporation Impact Fee (TIF)	See Attachment C	
	S-330	Fire	Fire Mitigation Impact Fee (FMIF)	See Attachment C	
	S-332	Community Dev	Park Development Impact Fee (PDIF)	See Attachment C	
	S-334	Community Dev	Public Use Facilities Impact Fee (PUFIF)	See Attachment C	
	S-350A	Various	Third Party Review	Landscape Review	+ 15% of Third Party Review Cost (S-355)
	S-350B			Wireless Review	
	S-350C			Geotechnical Review	
	S-350D			Biological Review	
	S-350E			Special Counsel Review	
	S-350F			Stormwater Review	
	S-350G.			Traffic Review	
	S-350H			Environmental Review	
	S-350I			Shoreline Development Review	
	S-350J			Noise Review	
	S-350K			Cultural Resources Review	
	S-350L			Bluff Retention	
	S-355			Various	

EXHIBIT A
Schedule of Fees
Effective January 1, 2020

15% Discount	Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/20	Fee Instructions/Notes
PUBLIC SAFETY					
	S-410	Fire	Fire Building Plan Check & Permit/Inspection	Commercial: Plan Check - \$205 per plan	Per plan check. & permit/inspection
	S-411			Permit/Inspection - \$138 per inspection	
	S-412			Residential: Plan Check - \$138 per plan	
	S-413			Permit/Inspection - \$103 per inspection	
	S-414			Reinspection (3rd Inspection) - \$103 per reinspection	
	S-420	Fire	Fire Sprinkler Plan Check & Permit (Commercial)	Plan Check: Tenant Improvement - \$67 New - Actual Costs	Per plan check
	S-421			Permit/Inspection: Tenant Improvement - \$138 New - \$538	Per permit/inspection
	S-422	Fire	Fire Sprinkler Plan Check & Inspection (Residential)	Plan Check: 0-2,500 Sq. Ft: \$103 2,501-5,000 Sq. Ft: \$133 5,001-7,000 Sq. Ft: \$138 7,001-10,000 Sq. Ft: \$205 10,000+ Sq. Ft: \$205	Per plan check
	S-423			Permit/Inspection: 0-2,500 Sq. Ft: \$103 2,501-5,000 Sq. Ft: \$138 5,001-7,000 Sq. Ft: \$169 7,001-10,000 Sq. Ft: \$205 10,000+ Sq. Ft: \$236	Per permit/inspection
	S - 424	Fire	Fire Alarm System - Plan Check & Inspection	Plan Check - \$138 or actual costs with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.	Per plan check
	S - 425			Permit/Inspection - \$441	Per permit/inspection
	S - 426	Fire	Fire Specialty Protection System Plan Check & Permit/Inspection	Plan Check - \$133	Per plan check
	S - 427			Permit/Inspection - \$72	Per permit/inspection
	S-430	Fire	Fire Solar System Plan Check & Permit/Inspection	Single Family Residential - included as part of Building fees	N/A
	S - 431			Multi-Family, Commercial, or Industrial: Plan Check - \$136	Per plan check
	S - 432			Permit/Inspection - \$136	Per permit/inspection
	S-440	Fire	Fire Alt. Materials & Methods Rev	\$272 per application plus actual costs at the fully allocated hourly rates for all time after two hours	Per application
	S-442	Fire	Underground Tank Installation - Removal P.C. Inspection	\$410	Per permit
	S-444	Fire	New Development Flow Test	This service is now provided by the Water District.	
	S-446	Fire	Miscellaneous Fire Inspection	\$138/hour	Per inspection
	S-447	Fire	After Hour Inspection	Actual cost using fully allocated hourly rates (\$272 minimum)	Per inspection
	S-448	Fire	Standby Charge	Actual cost using fully allocated hourly rates (\$615 minimum)	Per request

**EXHIBIT A
Schedule of Fees
Effective January 1, 2020**

15% Discount	Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/20	Fee Instructions/Notes
		S-460	Fire	Business Fire Safety Inspection	<u>B, R2, R2.1 Occupancies:</u> 0-1,000 SF - \$103 1,001-3,500 SF - \$205 3,501-10,000 SF - \$272 10,001 SF - \$815 <u>All Other Occupancies:</u> 0-1,000 SF - \$205 1,001-3,500 SF - \$410 3,501-10,000 SF - \$543 10,001 SF - \$1,087
	S-470	Community Dev (Codes)	False Alarm	1. \$50 for the first excessive false alarm; 2. \$100 for the second excessive false alarm; 3. \$150 for the third and each successive excessive false alarm	SBMC 4.36
	S-490	Marine Safety	Marine Safety Junior Lifeguard	2 week session - \$250 (Non-resident) \$225 (Resident) 4 week session - \$375 (Non-resident) \$350 (Resident) 5 week session - \$450 (Non-resident) \$425 (Resident)	

**EXHIBIT A
Schedule of Fees
Effective January 1, 2020**

15% Discount	Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/20	Fee Instructions/Notes
	COMMUNITY SERVICES				
	S-510	Community Serv	Special Event Permit	\$50 Resident/Non-profit \$256 Non-resident \$784 for street closure	Per permit; Block Parties are exempt from street closure rate
	S-515	Community Serv	Sound Permit	\$10	per application
	S-519	Finance	Liability Insurance	set by City's Insurance Broker	Per event or rental
	S-520	Community Serv	Contract Enrichment Classes	100% cost recovery	Per class; Class instructor receives 70% of the class fee and the City receives 30% of the class fee.
	S-522	Community Serv	Day Camp Program	\$120 resident / \$140 non-resident \$35 aftercare Leader in Training \$30	Per camp
	S-524	Community Serv	Sports Field Admin	Residents \$0 Non-residents \$21	Per hour
	S-526	Community Serv	Facility Rental (Community Center)	\$62 Resident \$67 Non-resident	Per hour
	S-540	Community Serv	Public Art Consignment Fee	\$103 + 25% of sale price if sold	Per application for requests from artists to display their art in the public right of way per the MAP guidelines.

EXHIBIT A
Schedule of Fees
Effective January 1, 2020

15% Discount	Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/20	Fee Instructions/Notes
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PERMIT REGISTRATION SERVICES

S-610	Finance	Short Term Vacation Rental Permit	<u>New</u> - \$103 per permit <u>Late Fee</u> - \$103 plus the cost of the Permit <u>Renewal</u> - \$56 per permit <u>Late Fees</u> - 31-90 days late - \$103 plus renewal fee 91+ days late - Per SBMC 4.02.230	Per permit
S-620	Finance	New/Changed Business Certificate	<u>Home Base/Located outside the City</u> - \$103 per application <u>Business located within the City</u> - \$231 per application <u>Late Fees:</u> 90 days late - \$103 plus the cost of the Certificate 91+ days late - Per SBMC 4.02.230	Per application + S-460 for Business located within the City
S-626	Finance	Business Certificate Renewal	\$48 per renewal Plus 100% late fee if received 31 to 90 days late Thereafter Administrative Citation Process	Per renewal + S-460 for Business located within the City
S-628	Finance	SB 1186	\$4.00 SB 1186 Fee to be paid by all business certificate, regulatory, and STVR applicants	Per application/renewal
S-629	Finance	Business Certificate Duplicate	\$21	Per duplicate
S-630	Community Dev (Codes)	Amusement Permit	New - \$246 per permit plus DOJ and other State fees	Per Permit
			Renewal - \$138 per permit plus DOJ and other State fees	
S-631	Community Dev (Codes)	Dance Permit	New - \$246 per permit plus DOJ and other State fees	Per Permit
			Renewal - \$138 per permit plus DOJ and other State fees	
S-632	Community Dev (Codes)	Entertainment Permit	New - \$246 per permit plus DOJ and other State fees	Per Permit
			Renewal - \$138 per permit plus DOJ and other State fees	
S-633	Community Dev (Codes)	Firearms Permit	New - \$246 per permit plus DOJ and other State fees	Per Permit
			Renewal - \$138 per permit plus DOJ and other State fees	
S-634	Community Dev (Codes)	Massage Establishment Permit	New - \$246 per permit plus DOJ and other State fees	Per Permit
			Renewal - \$138 per permit plus DOJ and other State fees	
S-635	Community Dev (Codes)	Secondhand Dealer Permit	New - \$246 per permit plus DOJ and other State fees	Per Permit
			Renewal - \$138 per permit plus DOJ and other State fees	
S-636	Community Dev (Codes)	Solicitors Permit	<u>New</u> - \$246 per permit plus \$108 for each additional solicitor plus DOJ and other State fees	Per Permit
			<u>Renewal</u> - \$138 per permit plus DOJ and other State fees	
S-637	Community Dev (Codes)	Taxi Business Permit	<u>New</u> - \$354 per permit plus \$21 for each cab plus DOJ and other State fees	Per Permit
			<u>Renewal</u> - \$190 per permit plus \$21 for each cab plus DOJ and other State fees	
S-638	Community Dev (Codes)	Tobacco Sales Permit	<u>New</u> - \$246	Per Permit
			<u>Renewal</u> - \$138 per permit plus DOJ and other State fees	
			Late Fee - Renewal fee + 10%	
S-660	Engineering	Golf Cart Permit	\$10	Per permit

**EXHIBIT A
Schedule of Fees
Effective January 1, 2020**

15% Discount	Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/20	Fee Instructions/Notes
	ADMINISTRATIVE SERVICES				
	S-711	City Clerk	Notary Public Service		Per signature; limited to \$15 by State law.
	S-712	City Clerk	Document Certification		Per item
	S-715	City Clerk	Audio/Video Tape Reproduction	Audio CD - \$22 DVD - \$22 Convert VHS to DVD - \$42 Convert Audio Cassette to CD/MP4 - Actual Costs	Per item
	S-716	City Clerk	Annual Agenda Mailing Subscription	\$333 staff costs plus \$59 copying/ mailing costs = \$392 per subscriber per year	Per Annual Subscription
	S-717	City Clerk	Annual Agenda Packet Mailing Subscription	\$979 staff costs plus \$615 copying/ mailing costs = \$1,594 per subscriber per year	Per Annual Subscription
	S-718	City Clerk	Special Notice Subscription	\$51 staff costs plus \$4 copying/ mailing costs = \$55 per subscriber per year	Per Annual Subscription
	S-719	City Clerk	Document Print/Copy	<u>All Copies</u> - First 10 pages - No Charge \$0.20 per page for every page thereafter <u>Document Imaging</u> - First 10 pages - No Charge \$0.15 per page for every page thereafter <u>Data Copy</u> - \$8 per device <u>Agenda Packet</u> - \$67 <u>Maps/Blueprints</u> - Actual Costs	Per request
	S-720	City Clerk	Candidate Processing	\$25	Per application; fee set by the State
	S-721	City Clerk	Initiative Processing	\$200	Per initiative; fee set by the State
	S-722	City Clerk	Verification of Residency	\$19	Per request
	S-740	Finance	NSF Check	\$55	Per incident
	S-750	Finance	Credit Card Convenience Fee	set by City's Third-Party Credit Card Processor	Per credit card charge
	S-760	Various	Technology Surcharge	Charge 1.025% of all Plan Check and Permit fees and Entitlements (except Impact Fees)	

ATTACHMENT A - Valuations 2009

ATTACHMENT A - Valuations 2009			
Occ	Use	Type of Construction	2008-2009
R-2	Apartment Houses	*Type I or II-F.R.	141.69
	Apartment Houses	Type V or III (Masonry)	115.69
	Apartment Houses	Type V Wood Frame	106.60
	Apartment Houses	Type I Basement Garage)	49.40
B	Banks	*Type I or II-F.R.	192.39
	Banks	Type II 1-Hour	141.69
	Banks	Type II-N	137.79
	Banks	Type III 1-Hour	155.99
	Banks	Type III-N	150.79
	Banks	Type V 1-Hour	141.69
	Banks	Type V-N	136.49
B	Car Washes	Type III 1-Hour	91.00
	Car Washes	Type III-N	87.10
	Car Washes	Type V 1-Hour	78.00
	Car Washes	Type V-N	72.80
A-3	Churches	Type I or II-F.R.	128.69
	Churches	Type II 1-Hour	97.50
	Churches	Type II-N	92.30
	Churches	Type III 1-Hour	105.30
	Churches	Type III-N	100.10
	Churches	Type V 1-Hour	98.80
	Churches	Type V-N	92.30
I-2	Convalescent Hospitals	*Type I or II-F.R.	180.69
	Convalescent Hospitals	Type II 1-Hour	126.09
	Convalescent Hospitals	Type III 1-Hour	128.69
	Convalescent Hospitals	Type V 1-Hour	120.89
R-3	Dwellings ***	Type V Adobe	158.59
	Dwellings ***	Type V Masonry	126.09
	Dwellings ***	Type V Wood Frame	119.59
	Dwellings ***	Basements (semi-finished)	29.90
	Dwellings ***	Additions - Wood Frame	142.99
	Dwellings ***	Solariums	120.89
	Dwellings ***	Cabana - Pool House (Type V)	111.79
B/R/S	Fire Stations	Type I or II-F.R.	148.19
	Fire Stations	Type II 1-Hour	97.50
	Fire Stations	Type II-N	92.30
	Fire Stations	Type III 1-Hour	106.60
	Fire Stations	Type III-N	102.70
	Fire Stations	Type V 1-Hour	100.10
	Fire Stations	Type V-N	94.90
A-3	Fitness Centers	Same values as Office Buildings	
I-2	Hospitals	*Type I or II-F.R.	211.89
	Hospitals	Type III 1-Hour	175.49
	Hospitals	Type V 1-Hour	167.69
R-1	Hotels & Motels	*Type I or II-F.R.	131.29
	Hotels & Motels	Type III 1-Hour	114.39
	Hotels & Motels	Type III-N	107.90
	Hotels & Motels	Type V 1-Hour	98.80
	Hotels & Motels	Type V-N	97.50
F	Industrial Plants	Type I or II-F.R.	74.10
	Industrial Plants	Type II 1-Hour	52.00
	Industrial Plants	Type II N (Stock)	48.10
	Industrial Plants	Type III 1-Hour	57.20
	Industrial Plants	Type III-N	53.30
	Industrial Plants	Tilt-up	39.00

ATTACHMENT A - Valuations 2009

ATTACHMENT A - Valuations 2009			
Occ	Use	Type of Construction	2008-2009
	Industrial Plants	Type V 1-Hour	53.30
	Industrial Plants	Type V-N	49.40
B	Medical Offices	*Type I or II-F.R.	155.99
	Medical Offices	Type II 1-Hour	119.59
	Medical Offices	Type II-N	114.39
	Medical Offices	Type III 1-Hour	129.99
	Medical Offices	Type III-N	120.89
	Medical Offices	Type V 1-Hour	116.99
	Medical Offices	Type V-N	113.09
B	Offices	*Type I or II-F.R.	139.09
	Offices	Type II 1-Hour	93.60
	Offices	Type II-N	88.40
	Offices	Type III 1-Hour	100.10
	Offices	Type III-N	96.20
	Offices	Type V 1-Hour	93.60
	Offices	Type V-N	88.40
U	Private Garages	Wood Frame - Finished	31.20
	Private Garages	Wood Frame - Unfinished	31.20
	Private Garages	Masonry	36.40
	Private Garages	Open Carports	22.10
B	Public Buildings	*Type I or II-F.R.	159.89
	Public Buildings	Type II 1-Hour	129.99
	Public Buildings	Type II-N	124.79
	Public Buildings	Type III 1-Hour	135.19
	Public Buildings	Type III-N	129.99
	Public Buildings	Type V 1-Hour	123.49
	Public Buildings	Type V-N	119.59
S-2	Public Garages	*Type I or II-F.R.	63.70
	Public Garages	*Type I or II Open Parking	48.10
	Public Garages	Type II-N	36.40
	Public Garages	Type III 1-Hour	48.10
	Public Garages	Type III-N	42.90
	Public Garages	Type V 1-Hour	44.20
A-2	Restaurants	Type III 1-Hour	127.39
	Restaurants	Type III-N	122.19
	Restaurants	Type V 1-Hour	115.69
	Restaurants	Type V-N	111.79
E	Schools	Type I or II-F.R.	144.29
	Schools	Type II 1-Hour	98.80
	Schools	Type III 1-Hour	105.30
	Schools	Type III-N	101.40
	Schools	Type V 1-Hour	98.80
	Schools	Type V-N	94.90
M	Service Stations	Type II-N	87.10
	Service Stations	Type III 1-Hour	91.00
	Service Stations	Type V 1-Hour	78.00
	Service Stations	Canopies	36.40
M	Stores	*Type I or II-F.R.	106.60
	Stores	Type II 1-Hour	65.00
	Stores	Type II-N	63.70
	Stores	Type III 1-Hour	79.30
	Stores	Type III-N	75.40
	Stores	Type V 1-Hour	67.60
	Stores	Type V-N	62.40
	Stores	Retail Garden Center (Type V-N)	51.71

ATTACHMENT A - Valuations 2009

Occ	Use	Type of Construction	2008-2009
A-1	Theatres	Type I or II-F.R.	142.99
	Theatres	Type III 1-Hour	104.00
	Theatres	Type III-N	98.80
	Theatres	Type V 1-Hour	97.50
	Theatres	Type V-N	92.30
S	Warehouses **	Type I or II-F.R.	63.70
	Warehouses **	Type II 1-Hour	37.70
	Warehouses **	Type II-N	36.40
	Warehouses **	Type III 1-Hour	42.90
	Warehouses **	Type III-N	41.60
	Warehouses **	Type V 1-Hour	37.70
	Warehouses **	Type V-N	36.40
NOTE:	Add 0.5 percent to the total cost for each story over three		
	Deduct 11 percent for mini-warehouse		
	For subdivisions with 10 or more single family dwellings which have plan check and building permit issuances in groups of 10 or more, the valuation or the plan check and building permit fees may be increased by 10 percent.		
MISCELLANEOUS			
	Agricultural Building.		22.10
	Aluminum Siding.		6.50
	Antennas	Radio over 30 ft. high	4,185.81
	Antennas	Dish, 10 ft. dia.w/decoder	5,089.27
	Awning or Canopy (supported by building)	Aluminum	24.70
	Awning or Canopy (supported by building)	Canvas	10.40
	Balcony		16.90
	Decks (wood)		16.90
	Demolition of Building		5.20
	Fence or Freestanding Wall	Wood or Chain Link	2.60
	Fence or Freestanding Wall	Wood Frame with Stucco	6.50
	Fence or Freestanding Wall	Wire	2.60
	Fence or Freestanding Wall	Masonry	10.40
	Fence or Freestanding Wall	Wrought Iron	6.50
	Foundation Only (25% of value of whole building). Remainder of building will be valued at 75% of the building		
	Greenhouse		6.50
	Manufactured Housing (25% of value of "site built" house)		28.60
	Mobile Home		28.60
	Patio	Wood Frame with Cover	10.40
	Patio	Metal Frame with Cover	13.00
	Patio	Wood Frame Cover & Walls	14.30
	Patio	Metal Frame Cover & Walls	16.90
	Patio	Screen or Plastic Walls	3.90
	Plastering	Inside	3.90
	Plastering	Outside	3.90
	Retaining Wall	Concrete or Masonry	20.80
	Reroofing (1 square = 100 square feet)	Built-up	158.59
	Reroofing (1 square = 100 square feet)	Composition Shingles	148.19
	Reroofing (1 square = 100 square feet)	Fiberglass Shingles	148.19
	Reroofing (1 square = 100 square feet)	Asbestos Cement Shingles	352.28

ATTACHMENT A - Valuations 2009

Occ	Use	Type of Construction	2008-2009
	Reroofing (1 square = 100 square feet)	Wood Shingles (Class C min)	352.28
	Reroofing (1 square = 100 square feet)	Wood Shakes (Class C min)	352.28
	Reroofing (1 square = 100 square feet)	Aluminum Shingles	531.68
	Reroofing (1 square = 100 square feet)	Clay Tile	445.88
	Reroofing (1 square = 100 square feet)	Concrete Tile	376.98
	Roof Structure Replacement		16.90
	Saunas (Steam)		10,447.63
	Spa or Hot Tub ("Jacuzzi®")		8,571.81
	Stairs		16.90
	Stone and Brick Veneer		10.40
	Storage Racks	per CF	1.30
	Swimming Pool (per sf surface area)	Vinyl-lined	40.30
	Swimming Pool (per sf surface area)	Gunitite	44.20
	Swimming Pool (per sf surface area)	Fiberglass	48.10
	Tenant Improvements	Medical offices, restaurants, hazardous 'h' occupancies	54.60
	Tenant Improvements	Other such as stores & offices	40.30
General Additions and Modifiers			
	Fire Sprinkler System		3.38
	Air Conditioning-Commercial		5.46
	Air Conditioning-Residential		4.55
	Fireplace-Concrete or masonry		4,185.81
	Fireplace-prefabricated metal		2,845.57
	Pile Foundations	Cast-in-place concrete piles	27.30
	Pile Foundations	Steel piles	67.60
Alterations to Existing Structures <i>(with no additional Floor Area or Roof Cover)</i>			
	Interior Partition		62.40
	Install Windows or Sliding Glass Doors		19.50
	Close Exterior Wall Opening		18.20
Shell Buildings			
B	Banks	*Type I or II-F.R	153.91
	Banks	Type II 1-Hour	113.35
	Banks	Type II-N	110.24
	Banks	Type III 1-Hour	124.79
	Banks	Type III-N	120.63
	Banks	Type V 1-Hour	113.35
	Banks	Type V-N	109.20
B	Medical Offices	*Type I or II-F.R.	124.79
	Medical Offices	Type II 1-Hour	95.68
	Medical Offices	Type II-N	91.52
	Medical Offices	Type III 1-Hour	104.00
	Medical Offices	Type III-N	96.72
	Medical Offices	Type V 1-Hour	93.60
	Medical Offices	Type V-N	90.48
B	Offices	*Type I or II-F.R.	111.27
	Offices	Type II 1-Hour	74.88
	Offices	Type II-N	70.72
	Offices	Type III 1-Hour	80.08
	Offices	Type III-N	76.96

ATTACHMENT A - Valuations 2009			
Occ	Use	Type of Construction	2008-2009
	Offices	Type V 1-Hour	74.88
	Offices	Type V-N	70.72
A-2	Restaurants	Type III 1-Hour	101.92
	Restaurants	Type III-N	97.76
	Restaurants	Type V 1-Hour	92.56
	Restaurants	Type V-N	89.44
M	Stores	*Type I or II-F.R.	85.28
	Stores	Type II 1-Hour	52.00
	Stores	Type II-N	50.96
	Stores	Type III 1-Hour	63.44
	Stores	Type III-N	60.32
	Stores	Type V 1-Hour	54.08
	Stores	Type V-N	49.92

ATTACHMENT "B"
BUILDING PERMIT FEE SCHEDULE

Service Code #	TOTAL VALUATION *	BASE BUILDING PERMIT FEE *
S-210	\$1.00 to \$500.00	\$28.00
	\$500.01 to \$2,000.00	\$28.00 for the first \$500 plus \$3.59 for each additional \$100, or fraction thereof, to and including \$2,000.00
	\$2,000.01 to \$25,000.00	\$81.85 for the first \$2,000.00 plus \$16.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
	\$25,000.01 to \$50,000.00	\$461.35 for the first \$25,000.00 plus \$11.91 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
	\$50,000.01 to \$100,000.00	\$759.10 for the first \$50,000.00 plus \$8.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
	\$100,000.01 to \$500,000.00	\$1,171.60 for the first \$100,000.00 plus \$6.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
	\$500,000.01 to \$1,000,000.00	\$3,811.60 for the first \$500,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
	\$1,000,000.01+	\$6,611.60 for the first \$1,000,000.00 plus \$3.71 for each additional \$1,000.00, or fraction thereof
ASSOCIATED FEES		
S-212	Permit Issuance Fee	\$47.00
S-220	Individual Plumbing Permit	\$141.00
S-230	Individual Electrical Permit	\$141.00
S-240	Individual Mechanical Permit	\$141.00
S-233	Water Heater Permit	\$71.00
<i>In Combination with Building Permit</i>		
S-222	Plumbing Permit	7% of Base Permit Fee
S-232	Electrical Permit	7% of Base Permit Fee
S-242	Mechanical Permit	7% of Base Permit Fee
S-250	Energy Surcharge Fee	15% of Base Permit Fee
S-252	Disabled Access Surcharge Fee	10% of Base Permit Fee
	(Disabled Access fee applies to Commercial, Industrial, Assembly, Educational and Multi-Family type projects as required by State Building Code)	
S-255	Plan Check Fee	85% of Building Permit Fee
	(Residential sub-division or tract development projects may have production units that are duplicates of the model units reduced to 30% of the permit fee)	
	NOTES:	
	A Building Permit shall include only a single issuance fee if the permit has a combination of activities (i.e.: Building/Plumbing/Electrical/Mechanical.)	
S-260	Projects requiring plan revisions or having a new scope of work shall be charged a fee determined by using the current preferred hourly rate as established by EsGil Corporation.	
S-262	Expedited processing is only available for unusual circumstances as deemed appropriate by City Staff. Charges for expedited services shall be determined by using an hourly rate of two times the current preferred hourly rate as established by EsGil Corporation.	
S-265	Projects requiring special inspections or additional re-inspections shall be charged a fee determined by using the current preferred hourly rate as established by EsGil Corporation.	
*	Upon initial submittal to the City, permit fees based on valuations will be calculated using the valuations listed in Attachment A of the Fee Schedule. This will be the minimum fee charged for the permit. If upon a subsequent submittal, the valuation decreases, no refund based on the decreased valuation will be provided to the applicant. If the valuation increases, additional permit fees will be calculated based on the difference between the valuation used to calculate the minimum fee and the increased valuation.	

**CITY OF SOLANA BEACH
Schedule of Fees
Effective January 1, 2020**

15% Discount	Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/20	Fee Instructions/Notes
	S-001	Community Dev	Conditional Use Permit - Processing	All CUPs: \$8,877	Per application. Bluff retention device CUPs will include deposit based on estimated costs for third-party geotechnical review, consultant review, and legal services. Optional: expediting fee and CEQA document preparation fee, upon request.
	S-001A			<u>Bluff Retention Device CUPs & Wireless Communication Facility CUPs</u> Require addtl deposit for various third-party reviews at Cost + 15% (see Service Code #S-350)	
	S-002	Community Dev	Conditional Use Permit - Revise/Modify	\$3,121	Per application
	S-003	Community Dev	Conditional Use Permit - Time Extension	\$2,327	Per application
	S-004	Community Dev	Community Development Directors Use Permit	\$2,891	Per application (Other)
	S-004A			\$2,665	Per application (Wireless)
	S-004B			Wireless Communications Facility-requires additional deposit for third party reviews plus 15% (see Service Code #S-350)	
	S-005	Community Dev	Community Development Dir. Use Permit - Revision	\$1,471	Per application
	S-006	Community Dev	Community Development Dir. Use Permit - Time Extension	\$1,245	Per application
	S-008	Community Dev	Minor Exception - Review Process	\$1,189	Per application
	S-011	Community Dev	Temporary Use Permit - Processing	\$1,522	Per application
	S-012	Community Dev	Temporary Use Permit - Time Extension	\$743	Per application
	S-013	Community Dev	Zoning Letter	\$159	Per letter
	S-014	Community Dev	Variance - Processing	\$6,719	Per application
	S-016	Community Dev	Pre-application review	\$2,834	Per application. 50% of the fee to be credited against future fees if the project actually goes forward.
	S-017	Community Dev	Appeal to the City Council	Resident \$1,676 Others \$4,192	Per appeal
	S-018	Community Dev	General Plan Amendment	\$10,000 deposit or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs as determined by Service Code #350. City staff will track time related to the project so that 100% of costs are recovered.	
	S-019	Community Dev	Rezoning Review/Specific Plan	\$10,000 deposit or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs as determined by Service Code #350. City staff will track time related to the project so that 100% of costs are recovered.	
	S-020	Community Dev	Zoning Text Amendment	\$10,000 deposit or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs as determined by Service Code #350. City staff will track time related to the project so that 100% of costs are recovered.	
	S-021	Community Dev	Development Review Permit - Processing	Level I Resident \$5,228 Non-Resident \$10,470	Per application
	S-021A			Level II - \$17,543 per application or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs as determined by Service Code #350	
	S-022	Community Dev	Development Review Permit - Revise/Modify	\$3,249	Per application
	S-023	Community Dev	Development Review Permit - Time Extension	\$2,122	Per application
	S-024	Community Dev	Major Subdivision - Tentative Map	\$14,350	Per application
	S-025	Community Dev	Major Subdivision - Final Map	\$4,976	Per application
	S-026	Community Dev	Major Subdivision - Amend. Of Condition	\$4,192	Per application
	S-027	Community Dev	Major Subdivision - Time Extension	\$3,875	Per application
	S-028	Community Dev	Minor Subdivision - Tentative Map	\$10,993	Per application
	S-029	Community Dev	Minor Subdivision - Parcel Map	\$4,033	Per application

CITY OF SOLANA BEACH
Schedule of Fees
Effective January 1, 2020

15% Discount	Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/20	Fee Instructions/Notes
	S-030	Community Dev	Minor Subdivision - Amend. Of Condition	\$3,301	Per application
	S-031	Community Dev	Minor Subdivision - Time Extension	\$3,193	Per application
	S-032	Community Dev	Environmental Documentation	Deposit for third-party review at Cost + 15% Admin Fee (see Service Code #350)	Per application
	S-035	Community Dev	Environmental Impact Report	Deposit for third-party review at Cost + 15% Admin Fee (see Service Code #350)	Per application
	S-036	Community Dev	Structure Develop. Permit - Processing	\$3,680	Per application.
	S-036A	Community Dev	Structure Develop. Permit - Processing (with S-021)	\$1,104	If in conjunction with a Development Review Permit (S-021), the S-036 fee will instead be \$1,077 per application (30% of the total S-036 fee)
	S-036D	Community Dev	Structure Develop. Permit - Processing (with multiple entitlements)	\$3,128	If in conjunction with multiple entitlements, a discount of 15% is applied to the lower cost entitlements, and the S-036 will instead be \$3,052 per application
	S-037	Community Dev	Structure Develop. Permit Waiver/Time Extension	\$564	Per application. This fee will not be charged in conjunction with a Development Review Permit-Time Extension (S-023)
	S-037A	Community Dev	Structure Develop. Permit Waiver/Time Extension (with S-023)	\$0	
	S-040	Community Dev	View Assessment - Claimant	\$600 view assessment - claimant	Per application Full refund of application fee will be made if parties settle 2 weeks before a scheduled VAC hearing and a refund of \$300 if parties settle within the 2 week period before a VAC hearing
		Community Dev	View Assessment - Applicant	\$600 view assessment - applicant	
	S-041	Community Dev	View Assessment Committee (VAC) - Appeal to City Council	\$1,799	Per application
	S-042	Community Dev	View Assessment - Community Development Director Appeal to City Council	This fee would be charged as an Appeal to the City Council (S-017) and not as a separate fee.	Per application
	S-050	Community Dev	Standard Sign Permit - Processing	\$338	Per application
	S-051	Community Dev	Comprehensive Sign Plan - Review Process	\$964	Per application
	S-051A			plus 100% fine of original sign permit if the sign was built without a permit.	
	S-052	Community Dev	Comprehensive Sign Plan - Amendment	\$507	Per application
	S-053	Community Dev	Temporary Sign/Banner	\$113	Per application
	S-060	Community Dev	Landscape Plan Review/Inspection	Deposit for third-party review at Cost + 15% Admin Fee (see Service Code #350)	Per application
	S-065	Community Dev	Street Address Change	\$251 for first five addresses plus \$56 for each additional five addresses	Per application
	S-067	Community Dev	Planning Public Noticing	\$548 per notice plus actual mailing and newspaper costs If a project has more than one notice, this fee would be charged for each notice.	Per notice
		Community Dev	Multi-permit discount of 15%	A multi-permit discount of 15% is available for each additional Planning Department permit service filed on the same project at the same time as the first permit service. For example, if a Conditional Use Permit (CUP) (\$8,877) is filed simultaneously with a Development Review Permit (DRP) (\$5,228), the required fee would be \$8,877 plus \$5,228 minus 15% of \$5,228, or \$4,443 for the DRP (the discount is applied to the lower cost fee).	

CITY OF SOLANA BEACH
Schedule of Fees
Effective January 1, 2020

15% Discount	Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/20	Fee Instructions/Notes
ENGINEERING SERVICES					
	S-100			\$1,881 per application	
	S-100A	Engineering	Lot Line Adj./Cert. Of Compliance. - Review	or a deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs as determined by S-350.	Per application
	S-110			Construction Valuation: (\$1,000 minimum fee) \$0-\$20,000: 10% of the construction value \$20,001-\$80,000: \$2,050 + 3% of the construction value over \$20,000 \$80,001-\$200,000: \$3,800 + 1% of the construction value over \$80,000 \$200,001+: \$5,000 + 1% of the construction value over \$200,000	
	S-110A	Engineering	Grading Plan Check	or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.	Per application
	S-110B			<u>Bluff Projects</u> - Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.	
	S-111			Construction Valuation: (\$1,000 minimum fee) \$0-\$20,000: 5% of the construction value \$20,001-\$80,000: \$1,000 + 1.5% of the construction value over \$20,000 \$80,001-\$200,000: \$1,900 + 1% of the construction value over \$80,000 \$200,001+: \$3,100 + 1% of the construction value over \$200,000	
	S-111A	Engineering	Grading Permit/Inspection	or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.	Per permit/inspection
	S-111B			<u>Bluff Projects</u> - Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.	
	S-112	Engineering	Grading Deposits	Based on an Engineer's Estimate of the work performed under the permit. Per Resolution 2001-85, the City of San Diego Cost Estimate Unit Price List is used for determining security amount	Per permit/inspection
	S-115			Construction Valuation: (\$1,000 minimum fee) \$0-\$20,000: 10% of the construction value \$20,001-\$80,000: \$2,000 + 3% of the construction value over \$20,000 \$80,001-\$200,000: \$3,800 + 1% of the construction value over \$80,000 \$200,001+: \$5,000 + 1% of the construction value over \$200,000	
	S-115A	Engineering	Public Improvement Plan Check	or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.	Per application
	S-115B			<u>Bluff Projects</u> - Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-350.	
	S-116			Construction Valuation: (\$1,000 minimum fee) \$0-\$20,000: 5% of the construction value \$20,001-\$80,000: \$1,000 + 1.5% of the construction value over \$20,000	

**CITY OF SOLANA BEACH
Schedule of Fees
Effective January 1, 2020**

15% Discount	Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/20	Fee Instructions/Notes
			Engineering	Public Improvement Permit/ Inspection	<p>\$80,001-\$200,000: \$1,900 + 1% of the construction value over \$80,000</p> <p>\$200,001+: \$3,100 + 1% of the construction value over \$200,000</p> <p>or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-XXX.</p> <p><u>Bluff Projects</u> - Deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-XXX..</p>
	S-116A				
	S-116B				
	S-117	Engineering	Public Improvement Deposits	Based on an Engineer's Estimate of the work performed under the permit. Per Resolution 2001-85, the City of San Diego Cost Estimate Unit Price List is used for determining security amount	Per permit/inspection
	S-120	Engineering	Geotechnical Plan Review/Inspection	<p>Deposit for third-party review at Cost</p> <p>+ 15% Admin Fee</p>	Per application
	S-115	Engineering	Encroachment Permit	<p>Street Cut - \$774</p> <p>Standard - \$543</p>	Per permit
	S-116	Engineering	Encroachment Permit Deposit	SBMC 11.20.230 - twice the estimated cost of removing the encroachment, but in no case less than \$50.00	Per permit
	S-120	Engineering	Miscellaneous Engineering Permit/Inspection	\$226	Per permit/inspection
	S-125			\$1,758 per application	
	S-125A	Engineering	Easement Abandon/Street Vacation	or a deposit determined by staff with charges at the fully allocated hourly rate for all personnel involved plus any outside costs as determined by S-XXX.	Per application
	S-127	Engineering	Easement/R.O.W Dedication	\$487	Per application
	S-130	Engineering	Subdivision Monuments	security deposit is based on estimate provided by surveyor to set the monuments.	Per application
	S-135			Future Capacity = 50%	
	S-135A	Engineering	Sewer Connection Fees	Ocean Outfall = 27%	Per total of \$4,500 per 1.0 EDU
	S-135B			Existing Facility = 23%	
	S-140	Engineering	Marine Safety Permit	<p>Deposit collected for:</p> <p>Ramp Fee - \$6 per round trip</p> <p>Trip Fee - \$3 per ton</p> <p>plus \$28 per day for days 1-30 and \$54 per day for 31 and subsequent days</p> <p>plus actual staffing costs (4 hour min)</p>	Per Permit

CITY OF SOLANA BEACH
Schedule of Fees
Effective January 1, 2020

15% Discount	Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/20	Fee Instructions/Notes
BUILDING SERVICES					
	S-210 TO S-265	Community Dev	Building Plan - Plan Check & Permit/Inspection	See attached valuation tables Attachments A & B	Per application & permit/inspection
	S-270	Community Dev	CalGreen Building Plan Check	<u>0-50,000 SF</u> - 3% of Building Permit Plan Check <u>Above 50,001</u> - 1% of Building Permit Plan Check	Per plan check
	S-272	Community Dev	CalGreen Building Permit/Inspection	<u>0-50,000 SF</u> - 3% of Building Inspection Fee <u>Above 50,001</u> - 1% of Building Inspection Fee	Per permit/inspection
	S-275	Community Dev	Commercial Photovoltaic Plan Check	Based on the Project Valuation \$0-\$100,000: \$356 \$100,000-\$500,000: \$443 \$500,000- 1,000,000: \$487 Above \$1,000,000: \$574	Per plan check
	S-277	Community Dev	Commercial Photovoltaic Permit/Inspection	Based on the Project Valuation \$0-\$100,000: \$356 \$100,000-\$500,000: \$443 \$500,000- 1,000,000: \$487 Above \$1,000,000: \$574	Per permit/inspection
	S-278	001-4715	Single Family Single Family Residential Solar Plan Check	\$35 (25% of Single Trade Electrical Permit Fee- Attachment B)	Per plan check
	S-279	001-4320	Single Family Single Family Residential Solar Permit/Inspection	\$189 (Single Trade Electrical Permit Fee- Attachment B)	Per permit/inspection
	S-280	Community Dev	Building Permit Extension Review	\$236	Per application
	S-285	Community Dev	Violation of Building Permit	equal to total of building permit fee that was required (in addition to building permit fee)	Per violation
	S-290	Community Dev	SMIP Fee	per Section 2705 of the Public Resources Code	
	S-291	Community Dev	State Building Standards Fee	per HSC Section 18931.6	

**CITY OF SOLANA BEACH
Schedule of Fees
Effective January 1, 2020**

15% Discount	Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/20	Fee Instructions/Notes
	DEVELOPMENT IMPACT FEES & DEVELOPER PASS-THRU				
	S-305	Community Dev	Regional Transportation Congestion Program RTCIP Fee	Single family \$3,623 per dwelling unit Multi-family \$2,899 per dwelling unit	Per application; fee set by SANDAG and adjusted annually, no less than 2% per year.
	S-310	Community Dev	Public Facilities Fee	1% of project valuation	
	S-315	Community Dev	Master Art Policy Fee	0.5% of project valuation	Per application; commercial projects with valuation of \$500,000 or more with 5 or more dwelling units; deposit
	S-320	Community Dev	Affordable Housing Impact Fee	\$25.28 per SF	
	S-322	Engineering	Transporation Impact Fee (TIF)	See Attachment C	
	S-330	Fire	Fire Mitigation Impact Fee (FMIF)	See Attachment C	
	S-332	Community Dev	Park Development Impact Fee (PDIF)	See Attachment C	
	S-334	Community Dev	Public Use Facilities Impact Fee (PUFIF)	See Attachment C	
	S-350A	Various	Third Party Review	Landscape Review	+ 15% of Third Party Review Cost (S-355)
	S-350B			Wireless Review	
	S-350C			Geotechnical Review	
	S-350D			Biological Review	
	S-350E			Special Counsel Review	
	S-350F			Stormwater Review	
	S-350G.			Traffic Review	
	S-350H			Environmental Review	
	S-350I			Shoreline Development Review	
	S-350J			Noise Review	
	S-350K			Cultural Resources Review	
	S-350L			Bluff Retention	
	S-355			Various	

**CITY OF SOLANA BEACH
Schedule of Fees
Effective January 1, 2020**

15% Discount	Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/20	Fee Instructions/Notes
PUBLIC SAFETY					
	S-410	Fire	Fire Building Plan Check & Permit/Inspection	Commercial: Plan Check - \$205 per plan	Per plan check. & permit/inspection
	S-411			Permit/Inspection - \$138 per inspection	
	S-412			Residential: Plan Check - \$138 per plan	
	S-413			Permit/Inspection - \$103 per inspection	
	S-414			Reinspection (3rd Inspection) - \$103 per reinspection	
	S-420	Fire	Fire Sprinkler Plan Check & Permit (Commercial)	Plan Check: Tenant Improvement - \$67 New - Actual Costs	Per plan check
	S-421			Permit/Inspection: Tenant Improvement - \$138 New - \$538	Per permit/inspection
	S-422	Fire	Fire Sprinkler Plan Check & Inspection (Residential)	Plan Check: 0-2,500 Sq. Ft: \$103 2,501-5,000 Sq. Ft: \$133 5,001-7,000 Sq. Ft: \$138 7,001-10,000 Sq. Ft: \$205 10,000+ Sq. Ft: \$205	Per plan check
	S-423			Permit/Inspection: 0-2,500 Sq. Ft: \$103 2,501-5,000 Sq. Ft: \$138 5,001-7,000 Sq. Ft: \$169 7,001-10,000 Sq. Ft: \$205 10,000+ Sq. Ft: \$236	Per permit/inspection
	S - 424	Fire	Fire Alarm System - Plan Check & Inspection	Plan Check - \$138 or actual costs with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.	Per plan check
	S - 425			Permit/Inspection - \$441	Per permit/inspection
	S - 426	Fire	Fire Specialty Protection System Plan Check & Permit/Inspection	Plan Check - \$133	Per plan check
	S - 427			Permit/Inspection - \$72	Per permit/inspection
	S-430	Fire	Fire Solar System Plan Check & Permit/Inspection	Single Family Residential - included as part of Building fees	N/A
	S - 431			Multi-Family, Commercial, or Industrial: Plan Check - \$136	Per plan check
	S - 432			Permit/Inspection - \$136	Per permit/inspection
	S-440	Fire	Fire Alt. Materials & Methods Rev	\$272 per application plus actual costs at the fully allocated hourly rates for all time after two hours	Per application
	S-442	Fire	Underground Tank Installation - Removal P.C. Inspection	\$410	Per permit
	S-444	Fire	New Development Flow Test	This service is now provided by the Water District.	
	S-446	Fire	Miscellaneous Fire Inspection	\$138/hour	Per inspection
	S-447	Fire	After Hour Inspection	Actual cost using fully allocated hourly rates (\$272 minimum)	Per inspection
	S-448	Fire	Standby Charge	Actual cost using fully allocated hourly rates (\$615 minimum)	Per request

CITY OF SOLANA BEACH
Schedule of Fees
Effective January 1, 2020

15% Discount	Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/20	Fee Instructions/Notes
	S-460	Fire	Business Fire Safety Inspection	<u>B, R2, R2.1 Occupancies:</u> 0-1,000 SF - \$103 1,001-3,500 SF - \$205 3,501-10,000 SF - \$272 10,001 SF - \$815 <u>All Other Occupancies:</u> 0-1,000 SF - \$205 1,001-3,500 SF - \$410 3,501-10,000 SF - \$543 10,001 SF - \$1,087	Per in-City business certificate application (S-620) & renewal (S-626)
	S-470	Community Dev (Codes)	False Alarm	1. \$50 for the first excessive false alarm; 2. \$100 for the second excessive false alarm; 3. \$150 for the third and each successive excessive false alarm	SBMC 4.36
	S-490	Marine Safety	Marine Safety Junior Lifeguard	2 week session - \$250 (Non-resident) \$225 (Resident) 4 week session - \$375 (Non-resident) \$350 (Resident) 5 week session - \$450 (Non-resident) \$425 (Resident)	

CITY OF SOLANA BEACH
Schedule of Fees
Effective January 1, 2020

15% Discount	Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/20	Fee Instructions/Notes
COMMUNITY SERVICES					
	S-510	Community Serv	Special Event Permit	\$50 Resident/Non-profit \$256 Non-resident \$784 for street closure	Per permit; Block Parties are exempt from street closure rate
	S-515	Community Serv	Sound Permit	\$10	per application
	S-519	Finance	Liability Insurance	set by City's Insurance Broker	Per event or rental
	S-520	Community Serv	Contract Enrichment Classes	100% cost recovery	Per class; Class instructor receives 70% of the class fee and the City receives 30% of the class fee.
	S-522	Community Serv	Day Camp Program	\$120 resident / \$140 non-resident \$35 aftercare Leader in Training \$30	Per camp
	S-524	Community Serv	Sports Field Admin	Residents \$0 Non-residents \$21	Per hour
	S-526	Community Serv	Facility Rental (Community Center)	\$62 Resident \$67 Non-resident	Per hour
	S-540	Community Serv	Public Art Consignment Fee	\$103 + 25% of sale price if sold	Per application for requests from artists to display their art in the public right of way per the MAP guidelines.

CITY OF SOLANA BEACH
Schedule of Fees
Effective January 1, 2020

15% Discount	Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/20	Fee Instructions/Notes
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PERMIT REGISTRATION SERVICES

S-610	Finance	Short Term Vacation Rental Permit	<u>New</u> - \$103 per permit <u>Late Fee</u> - \$103 plus the cost of the Permit <u>Renewal</u> - \$56 per permit <u>Late Fees</u> - 31-90 days late - \$103 plus renewal fee 91+ days late - Per SBMC 4.02.230	Per permit
S-620	Finance	New/Changed Business Certificate	<u>Home Base/Located outside the City</u> - \$103 per application <u>Business located within the City</u> - \$231 per application <u>Late Fees:</u> 90 days late - \$103 plus the cost of the Certificate 91+ days late - Per SBMC 4.02.230	Per application + S-460 for Business located within the City
S-626	Finance	Business Certificate Renewal	\$48 per renewal Plus 100% late fee if received 31 to 90 days late Thereafter Administrative Citation Process	Per renewal + S-460 for Business located within the City
S-628	Finance	SB 1186	\$4.00 SB 1186 Fee to be paid by all business certificate, regulatory, and STVR applicants	Per application/renewal
S-629	Finance	Business Certificate Duplicate	\$21	Per duplicate
S-630	Community Dev (Codes)	Amusement Permit	<u>New</u> - \$246 per permit plus DOJ and other State fees <u>Renewal</u> - \$138 per permit plus DOJ and other State fees	Per Permit
S-631	Community Dev (Codes)	Dance Permit	<u>New</u> - \$246 per permit plus DOJ and other State fees <u>Renewal</u> - \$138 per permit plus DOJ and other State fees	Per Permit
S-632	Community Dev (Codes)	Entertainment Permit	<u>New</u> - \$246 per permit plus DOJ and other State fees <u>Renewal</u> - \$138 per permit plus DOJ and other State fees	Per Permit
S-633	Community Dev (Codes)	Firearms Permit	<u>New</u> - \$246 per permit plus DOJ and other State fees <u>Renewal</u> - \$138 per permit plus DOJ and other State fees	Per Permit
S-634	Community Dev (Codes)	Massage Establishment Permit	<u>New</u> - \$246 per permit plus DOJ and other State fees <u>Renewal</u> - \$138 per permit plus DOJ and other State fees	Per Permit
S-635	Community Dev (Codes)	Secondhand Dealer Permit	<u>New</u> - \$246 per permit plus DOJ and other State fees <u>Renewal</u> - \$138 per permit plus DOJ and other State fees	Per Permit
S-636	Community Dev (Codes)	Solicitors Permit	<u>New</u> - \$246 per permit plus \$108 for each additional solicitor plus DOJ and other State fees <u>Renewal</u> - \$138 per permit plus DOJ and other State fees	Per Permit
S-637	Community Dev (Codes)	Taxi Business Permit	<u>New</u> - \$354 per permit plus \$21 for each cab plus DOJ and other State fees <u>Renewal</u> - \$190 per permit plus \$21 for each cab plus DOJ and other State fees	Per Permit
S-638	Community Dev (Codes)	Tobacco Sales Permit	<u>New</u> - \$246 <u>Renewal</u> - \$138 per permit plus DOJ and other State fees Late Fee - Renewal fee + 10%	Per Permit
S-660	Engineering	Golf Cart Permit	\$10	Per permit

CITY OF SOLANA BEACH
Schedule of Fees
Effective January 1, 2020

15% Discount	Service Code #	Dept	Description of Service	Fee for Service Effective 01/01/20	Fee Instructions/Notes
ADMINISTRATIVE SERVICES					
	S-711	City Clerk	Notary Public Service		Per signature; limited to \$15 by State law.
	S-712	City Clerk	Document Certification		Per item
	S-715	City Clerk	Audio/Video Tape Reproduction	Audio CD - \$22 DVD - \$22 Convert VHS to DVD - \$42 Convert Audio Cassette to CD/MP4 - Actual Costs	Per item
	S-716	City Clerk	Annual Agenda Mailing Subscription	\$333 staff costs plus \$59 copying/ mailing costs = \$392 per subscriber per year	Per Annual Subscription
	S-717	City Clerk	Annual Agenda Packet Mailing Subscription	\$979 staff costs plus \$615 copying/ mailing costs = \$1,594 per subscriber per year	Per Annual Subscription
	S-718	City Clerk	Special Notice Subscription	\$51 staff costs plus \$4 copying/ mailing costs = \$55 per subscriber per year	Per Annual Subscription
	S-719	City Clerk	Document Print/Copy	<u>All Copies</u> - First 10 pages - No Charge \$0.20 per page for every page thereafter <u>Document Imaging</u> - First 10 pages - No Charge \$0.15 per page for every page thereafter <u>Data Copy</u> - \$8 per device <u>Agenda Packet</u> - \$67 <u>Maps/Blueprints</u> - Actual Costs	Per request
	S-720	City Clerk	Candidate Processing	\$25	Per application; fee set by the State
	S-721	City Clerk	Initiative Processing	\$200	Per initiative; fee set by the State
	S-722	City Clerk	Verification of Residency	\$19	Per request
	S-740	Finance	NSF Check	\$55	Per incident
	S-750	Finance	Credit Card Convenience Fee	set by City's Third-Party Credit Card Processor	Per credit card charge
	S-760	Various	Technology Surcharge	Charge 1.025% of all Plan Check and Permit fees and Entitlements (except Impact Fees)	

ATTACHMENT A - Valuations 2009

ATTACHMENT A - Valuations 2009			
Occ	Use	Type of Construction	2008-2009
R-2	Apartment Houses	*Type I or II-F.R.	141.69
	Apartment Houses	Type V or III (Masonry)	115.69
	Apartment Houses	Type V Wood Frame	106.60
	Apartment Houses	Type I Basement Garage)	49.40
B	Banks	*Type I or II-F.R.	192.39
	Banks	Type II 1-Hour	141.69
	Banks	Type II-N	137.79
	Banks	Type III 1-Hour	155.99
	Banks	Type III-N	150.79
	Banks	Type V 1-Hour	141.69
	Banks	Type V-N	136.49
B	Car Washes	Type III 1-Hour	91.00
	Car Washes	Type III-N	87.10
	Car Washes	Type V 1-Hour	78.00
	Car Washes	Type V-N	72.80
A-3	Churches	Type I or II-F.R.	128.69
	Churches	Type II 1-Hour	97.50
	Churches	Type II-N	92.30
	Churches	Type III 1-Hour	105.30
	Churches	Type III-N	100.10
	Churches	Type V 1-Hour	98.80
	Churches	Type V-N	92.30
I-2	Convalescent Hospitals	*Type I or II-F.R.	180.69
	Convalescent Hospitals	Type II 1-Hour	126.09
	Convalescent Hospitals	Type III 1-Hour	128.69
	Convalescent Hospitals	Type V 1-Hour	120.89
R-3	Dwellings ***	Type V Adobe	158.59
	Dwellings ***	Type V Masonry	126.09
	Dwellings ***	Type V Wood Frame	119.59
	Dwellings ***	Basements (semi-finished)	29.90
	Dwellings ***	Additions - Wood Frame	142.99
	Dwellings ***	Solariums	120.89
	Dwellings ***	Cabana - Pool House (Type V)	111.79
B/R/S	Fire Stations	Type I or II-F.R.	148.19
	Fire Stations	Type II 1-Hour	97.50
	Fire Stations	Type II-N	92.30
	Fire Stations	Type III 1-Hour	106.60
	Fire Stations	Type III-N	102.70
	Fire Stations	Type V 1-Hour	100.10
	Fire Stations	Type V-N	94.90
A-3	Fitness Centers	Same values as Office Buildings	
I-2	Hospitals	*Type I or II-F.R.	211.89
	Hospitals	Type III 1-Hour	175.49
	Hospitals	Type V 1-Hour	167.69
R-1	Hotels & Motels	*Type I or II-F.R.	131.29
	Hotels & Motels	Type III 1-Hour	114.39
	Hotels & Motels	Type III-N	107.90
	Hotels & Motels	Type V 1-Hour	98.80
	Hotels & Motels	Type V-N	97.50
F	Industrial Plants	Type I or II-F.R.	74.10
	Industrial Plants	Type II 1-Hour	52.00
	Industrial Plants	Type II N (Stock)	48.10
	Industrial Plants	Type III 1-Hour	57.20
	Industrial Plants	Type III-N	53.30
	Industrial Plants	Tilt-up	39.00

ATTACHMENT A - Valuations 2009

ATTACHMENT A - Valuations 2009			
Occ	Use	Type of Construction	2008-2009
	Industrial Plants	Type V 1-Hour	53.30
	Industrial Plants	Type V-N	49.40
B	Medical Offices	*Type I or II-F.R.	155.99
	Medical Offices	Type II 1-Hour	119.59
	Medical Offices	Type II-N	114.39
	Medical Offices	Type III 1-Hour	129.99
	Medical Offices	Type III-N	120.89
	Medical Offices	Type V 1-Hour	116.99
	Medical Offices	Type V-N	113.09
B	Offices	*Type I or II-F.R.	139.09
	Offices	Type II 1-Hour	93.60
	Offices	Type II-N	88.40
	Offices	Type III 1-Hour	100.10
	Offices	Type III-N	96.20
	Offices	Type V 1-Hour	93.60
	Offices	Type V-N	88.40
U	Private Garages	Wood Frame - Finished	31.20
	Private Garages	Wood Frame - Unfinished	31.20
	Private Garages	Masonry	36.40
	Private Garages	Open Carports	22.10
B	Public Buildings	*Type I or II-F.R.	159.89
	Public Buildings	Type II 1-Hour	129.99
	Public Buildings	Type II-N	124.79
	Public Buildings	Type III 1-Hour	135.19
	Public Buildings	Type III-N	129.99
	Public Buildings	Type V 1-Hour	123.49
	Public Buildings	Type V-N	119.59
S-2	Public Garages	*Type I or II-F.R.	63.70
	Public Garages	*Type I or II Open Parking	48.10
	Public Garages	Type II-N	36.40
	Public Garages	Type III 1-Hour	48.10
	Public Garages	Type III-N	42.90
	Public Garages	Type V 1-Hour	44.20
A-2	Restaurants	Type III 1-Hour	127.39
	Restaurants	Type III-N	122.19
	Restaurants	Type V 1-Hour	115.69
	Restaurants	Type V-N	111.79
E	Schools	Type I or II-F.R.	144.29
	Schools	Type II 1-Hour	98.80
	Schools	Type III 1-Hour	105.30
	Schools	Type III-N	101.40
	Schools	Type V 1-Hour	98.80
	Schools	Type V-N	94.90
M	Service Stations	Type II-N	87.10
	Service Stations	Type III 1-Hour	91.00
	Service Stations	Type V 1-Hour	78.00
	Service Stations	Canopies	36.40
M	Stores	*Type I or II-F.R.	106.60
	Stores	Type II 1-Hour	65.00
	Stores	Type II-N	63.70
	Stores	Type III 1-Hour	79.30
	Stores	Type III-N	75.40
	Stores	Type V 1-Hour	67.60
	Stores	Type V-N	62.40
	Stores	Retail Garden Center (Type V-N)	51.71

ATTACHMENT A - Valuations 2009

Occ	Use	Type of Construction	2008-2009
A-1	Theatres	Type I or II-F.R.	142.99
	Theatres	Type III 1-Hour	104.00
	Theatres	Type III-N	98.80
	Theatres	Type V 1-Hour	97.50
	Theatres	Type V-N	92.30
S	Warehouses **	Type I or II-F.R.	63.70
	Warehouses **	Type II 1-Hour	37.70
	Warehouses **	Type II-N	36.40
	Warehouses **	Type III 1-Hour	42.90
	Warehouses **	Type III-N	41.60
	Warehouses **	Type V 1-Hour	37.70
	Warehouses **	Type V-N	36.40
NOTE:	Add 0.5 percent to the total cost for each story over three		
	Deduct 11 percent for mini-warehouse		
	For subdivisions with 10 or more single family dwellings which have plan check and building permit issuances in groups of 10 or more, the valuation or the plan check and building permit fees may be increased by 10 percent.		
MISCELLANEOUS			
	Agricultural Building.		22.10
	Aluminum Siding.		6.50
	Antennas	Radio over 30 ft. high	4,185.81
	Antennas	Dish, 10 ft. dia.w/decoder	5,089.27
	Awning or Canopy (supported by building)	Aluminum	24.70
	Awning or Canopy (supported by building)	Canvas	10.40
	Balcony		16.90
	Decks (wood)		16.90
	Demolition of Building		5.20
	Fence or Freestanding Wall	Wood or Chain Link	2.60
	Fence or Freestanding Wall	Wood Frame with Stucco	6.50
	Fence or Freestanding Wall	Wire	2.60
	Fence or Freestanding Wall	Masonry	10.40
	Fence or Freestanding Wall	Wrought Iron	6.50
	Foundation Only (25% of value of whole building). Remainder of building will be valued at 75% of the building		
	Greenhouse		6.50
	Manufactured Housing (25% of value of "site built" house)		28.60
	Mobile Home		28.60
	Patio	Wood Frame with Cover	10.40
	Patio	Metal Frame with Cover	13.00
	Patio	Wood Frame Cover & Walls	14.30
	Patio	Metal Frame Cover & Walls	16.90
	Patio	Screen or Plastic Walls	3.90
	Plastering	Inside	3.90
	Plastering	Outside	3.90
	Retaining Wall	Concrete or Masonry	20.80
	Reroofing (1 square = 100 square feet)	Built-up	158.59
	Reroofing (1 square = 100 square feet)	Composition Shingles	148.19
	Reroofing (1 square = 100 square feet)	Fiberglass Shingles	148.19
	Reroofing (1 square = 100 square feet)	Asbestos Cement Shingles	352.28

ATTACHMENT A - Valuations 2009

Occ	Use	Type of Construction	2008-2009
	Reroofing (1 square = 100 square feet)	Wood Shingles (Class C min)	352.28
	Reroofing (1 square = 100 square feet)	Wood Shakes (Class C min)	352.28
	Reroofing (1 square = 100 square feet)	Aluminum Shingles	531.68
	Reroofing (1 square = 100 square feet)	Clay Tile	445.88
	Reroofing (1 square = 100 square feet)	Concrete Tile	376.98
	Roof Structure Replacement		16.90
	Saunas (Steam)		10,447.63
	Spa or Hot Tub ("Jacuzzi®")		8,571.81
	Stairs		16.90
	Stone and Brick Veneer		10.40
	Storage Racks	per CF	1.30
	Swimming Pool (per sf surface area)	Vinyl-lined	40.30
	Swimming Pool (per sf surface area)	Gunitite	44.20
	Swimming Pool (per sf surface area)	Fiberglass	48.10
	Tenant Improvements	Medical offices, restaurants, hazardous 'h' occupancies	54.60
	Tenant Improvements	Other such as stores & offices	40.30
General Additions and Modifiers			
	Fire Sprinkler System		3.38
	Air Conditioning-Commercial		5.46
	Air Conditioning-Residential		4.55
	Fireplace-Concrete or masonry		4,185.81
	Fireplace-prefabricated metal		2,845.57
	Pile Foundations	Cast-in-place concrete piles	27.30
	Pile Foundations	Steel piles	67.60
Alterations to Existing Structures <i>(with no additional Floor Area or Roof Cover)</i>			
	Interior Partition		62.40
	Install Windows or Sliding Glass Doors		19.50
	Close Exterior Wall Opening		18.20
Shell Buildings			
B	Banks	*Type I or II-F.R	153.91
	Banks	Type II 1-Hour	113.35
	Banks	Type II-N	110.24
	Banks	Type III 1-Hour	124.79
	Banks	Type III-N	120.63
	Banks	Type V 1-Hour	113.35
	Banks	Type V-N	109.20
B	Medical Offices	*Type I or II-F.R.	124.79
	Medical Offices	Type II 1-Hour	95.68
	Medical Offices	Type II-N	91.52
	Medical Offices	Type III 1-Hour	104.00
	Medical Offices	Type III-N	96.72
	Medical Offices	Type V 1-Hour	93.60
	Medical Offices	Type V-N	90.48
B	Offices	*Type I or II-F.R.	111.27
	Offices	Type II 1-Hour	74.88
	Offices	Type II-N	70.72
	Offices	Type III 1-Hour	80.08
	Offices	Type III-N	76.96

ATTACHMENT A - Valuations 2009			
Occ	Use	Type of Construction	2008-2009
	Offices	Type V 1-Hour	74.88
	Offices	Type V-N	70.72
A-2	Restaurants	Type III 1-Hour	101.92
	Restaurants	Type III-N	97.76
	Restaurants	Type V 1-Hour	92.56
	Restaurants	Type V-N	89.44
M	Stores	*Type I or II-F.R.	85.28
	Stores	Type II 1-Hour	52.00
	Stores	Type II-N	50.96
	Stores	Type III 1-Hour	63.44
	Stores	Type III-N	60.32
	Stores	Type V 1-Hour	54.08
	Stores	Type V-N	49.92

**ATTACHMENT "B"
BUILDING PERMIT FEE SCHEDULE**

Service Code #	TOTAL VALUATION *	BASE BUILDING PERMIT FEE *
S-210	\$1.00 to \$500.00	\$28.00
	\$500.01 to \$2,000.00	\$28.00 for the first \$500 plus \$3.59 for each additional \$100, or fraction thereof, to and including \$2,000.00
	\$2,000.01 to \$25,000.00	\$81.85 for the first \$2,000.00 plus \$16.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
	\$25,000.01 to \$50,000.00	\$461.35 for the first \$25,000.00 plus \$11.91 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
	\$50,000.01 to \$100,000.00	\$759.10 for the first \$50,000.00 plus \$8.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
	\$100,000.01 to \$500,000.00	\$1,171.60 for the first \$100,000.00 plus \$6.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
	\$500,000.01 to \$1,000,000.00	\$3,811.60 for the first \$500,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
	\$1,000,000.01+	\$6,611.60 for the first \$1,000,000.00 plus \$3.71 for each additional \$1,000.00, or fraction thereof
ASSOCIATED FEES		
S-212	Permit Issuance Fee	\$47.00
S-220	Individual Plumbing Permit	\$141.00
S-230	Individual Electrical Permit	\$141.00
S-240	Individual Mechanical Permit	\$141.00
S-233	Water Heater Permit	\$71.00
<i>In Combination with Building Permit</i>		
S-222	Plumbing Permit	7% of Base Permit Fee
S-232	Electrical Permit	7% of Base Permit Fee
S-242	Mechanical Permit	7% of Base Permit Fee
S-250	Energy Surcharge Fee	15% of Base Permit Fee
S-252	Disabled Access Surcharge Fee	10% of Base Permit Fee
	(Disabled Access fee applies to Commercial, Industrial, Assembly, Educational and Multi-Family type projects as required by State Building Code)	
S-255	Plan Check Fee	85% of Building Permit Fee
	(Residential sub-division or tract development projects may have production units that are duplicates of the model units reduced to 30% of the permit fee)	
	NOTES:	
	A Building Permit shall include only a single issuance fee if the permit has a combination of activities (i.e.: Building/Plumbing/Electrical/Mechanical.)	
S-260	Projects requiring plan revisions or having a new scope of work shall be charged a fee determined by using the current preferred hourly rate as established by EsGil Corporation.	
S-262	Expedited processing is only available for unusual circumstances as deemed appropriate by City Staff. Charges for expedited services shall be determined by using an hourly rate of two times the current preferred hourly rate as established by EsGil Corporation.	
S-265	Projects requiring special inspections or additional re-inspections shall be charged a fee determined by using the current preferred hourly rate as established by EsGil Corporation.	
*	Upon initial submittal to the City, permit fees based on valuations will be calculated using the valuations listed in Attachment A of the Fee Schedule. This will be the minimum fee charged for the permit. If upon a subsequent submittal, the valuation decreases, no refund based on the decreased valuation will be provided to the applicant. If the valuation increases, additional permit fees will be calculated based on the difference between the valuation used to calculate the minimum fee and the increased valuation.	



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: November 13, 2019
ORIGINATING DEPT: Engineering Department
SUBJECT: **Public Hearing: Consideration of Resolution 2019-146 for Fiscal Year 2020-2021 Community Development Block Grant Funds – ADA Pedestrian Ramp Improvements**

BACKGROUND:

The City of Solana Beach is eligible to apply for Federal Community Development Block Grant (CDBG) funding administered locally through the County of San Diego Department of Housing and Community Development (County). The County has recommended that the City target Americans with Disabilities Act (ADA) improvements to improve the accessibility and safety for persons with disabilities, which is one of the CDBG goals. The City Council has approved previous annual CDBG applications to construct ADA compliant pedestrian ramps at public street intersections throughout the City.

For the upcoming application, Staff prepared for Council's consideration a new list of street intersections that may be improved with ADA compliant pedestrian ramps (Attachment 1, Exhibit A). This item is before the City Council to consider approving the list and authorizing Staff to apply for the Fiscal Year (FY) 2020-21 CDBG funding program.

DISCUSSION:

The County has indicated that the anticipated CDBG funding will be approximately \$44,520 for this annual grant application. The ramps listed in Attachment 1, Exhibit A, are at locations with pedestrian ramps that do not meet current standards. The number of ramps to be constructed will be adjusted to match the available funding. As this Council action has been advertised as a public hearing, any information, comments, and testimony received on this item will be attached to this report and sent to the County along with the City's application.

CITY COUNCIL ACTION:

The need for ADA ramps will continue to decline as many of the ramps have already been installed throughout the City using CDBG funds. For this reason, Staff will be working with the County to identify other eligible projects for CDBG funds.

Public services are eligible for 15% of the City's total annual CDBG. However, the County has indicated it will not accept an application for public services given the small amount of funding and the associated administrative costs with such an allocation.

CEQA COMPLIANCE STATEMENT:

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

FISCAL IMPACT:

There is no impact to the General Fund due to the use of Federal CDBG Funds. Staff anticipates that the City will receive grant funding of approximately \$44,520 for FY 2020-21. Staff will program the funds for the ADA pedestrian ramps in the proposed FY 2020-21 CIP Budget.

WORK PLAN:

N/A

OPTIONS:

- Approve Staff recommendations and approve the CDBG application.
- Provide alternative direction.

DEPARTMENT RECOMMENDATION:


Staff recommends that the City Council:

1. Conduct the Public Hearing: Open the public hearing, Report Council disclosures, Receive public testimony, Close the public hearing.
2. Adopt Resolution 2019-146:
 - a. Finding that the funding request and project implementation are exempt from the California Environmental Quality Act pursuant to the State CEQA Guidelines.
 - b. Approving the list of public street ADA ramp locations.

- c. Requesting FY 2020-21 Community Development Block Grant Funds for ADA pedestrian ramp improvements at various public street intersections listed in Attachment 1, Exhibit A.
- d. Finding that all of FY 2020-21 CDBG funds, presently estimated at a total of \$44,520, are designated to be used for ADA pedestrian ramp improvements.
- e. Authorizing the City Manager to execute the County contract for management and implementation of the CDBG program.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager

Attachments:

1. Resolution No. 2019-146

RESOLUTION 2019-146

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, REQUESTING FISCAL YEAR 2020-2021 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR CONSTRUCTION OF ADA PEDESTRIAN RAMPS

WHEREAS, the City Council of the City of Solana Beach participates in the Community Development Block Grant (CDBG) Program as administered through the County of San Diego as the City is not eligible to submit as an "Entitlement City"; and

WHEREAS, the City desires to utilize the CDBG funds for ADA improvements to improve the accessibility and safety for persons with disabilities; and

WHEREAS, on November 13, 2019, the City Council held a duly noticed public hearing to consider the application of requesting CDBG funds; and

WHEREAS, section 15301(c) of the State CEQA Guidelines categorically exempts operation, repairs, maintenance or minor alteration to existing streets, sidewalks, gutters and similar facilities.

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 finds the funding request and project implementation are exempt from the California Environmental Quality Act pursuant to Section 15301(c) the State CEQA Guidelines.
3. That the City Council approves the list of public street ADA Ramp Locations (Exhibit A).
4. That the City Council requests the Fiscal Year (FY) 2020/21 Community Development Block Grant Funds for ADA pedestrian ramp improvements at various public street intersections listed in Exhibit A.
5. That the City Council finds that all of FY 2020/21 CDBG funds, presently estimated at a total of \$44,520, are designated to be used for ADA pedestrian ramp improvements.

6. That the City Council authorizes the City Manager to execute the County contract for management and implementation of the CDBG project.

PASSED AND ADOPTED this 13th day of November, 2019 at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

DAVID A. ZITO, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

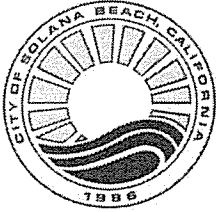
**EXHIBIT A
Resolution 2019-146**

**City of Solana Beach
FY 2020-21 CDBG Application**

Proposed ADA Ramps Locations

No.	Cross Streets		Corner
1	San Mario	Santa Petra	NW/SW
2	Santa Victoria	Santa Luisa	NW/NE/SW/SE
3	Santa Victoria	Santa Rufina	NW/NE/SW/SE
4	Santa Victoria	Santa Helena (509)	NE
5	Lomas Santa Fe Dr	Solana Hills Dr	SW
6	Lomas Santa Fe Dr	Highland Dr	NW
7	Lomas Santa Fe Dr	Rios Ave	SW
8	South Sierra Ave	Linda Mar	NW/NE
9	503 South Sierra Ave	mid-block crossing	east side
10	Stevens Ave	Stevens Ave West	NW

All locations listed above have non-standard ramps to be removed and replaced with current ADA ramp standards.



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: November 13, 2019
ORIGINATING DEPT: Engineering Department
SUBJECT: **Public Hearing: Introduce (1st Reading) Ordinance 507 Amending Chapter 17.80 of the Solana Beach Municipal Code Related to the Solana Beach Floodplain Overlay Zone to Comply with the National Flood Insurance Program**

BACKGROUND:

While most of Solana Beach is well above the flood zone, the area south of the intersection of Valley Avenue and Stevens Ave to Via de la Valle is subject to periodic flooding from heavy rains. This area is identified on the National Flood Insurance Rate Map to be within the 100-year flood zone (see Attachment 2). Flooding can result in loss of life and property, health and safety hazards, disruption of businesses and government services, extraordinary public expenditures, and lower property values. Flood losses are caused by land uses that are inadequately elevated, flood proofed, or protected from flood damage.

The Federal Emergency Management Agency (FEMA) makes flood insurance available to residents of participating communities, provided the community adopts and enforces adequate floodplain management regulations that meet the minimum National Flood Insurance Program (NFIP) and Code of Federal Regulations.

To comply with the NFIP, in 1993 Council approved Ordinance No. 185, adopting the Solana Beach Floodplain Overlay Zone (Chapter 17.80), amending Chapter 17.08 (formerly Chapter 14.100 adopted September 6, 1988 by Ord. 70). Since that time, changes to the NFIP have occurred and the Solana Beach Municipal Code (SBMC) has been revised accordingly.

This item is before the City Council to introduce Ordinance 507 (Attachment 1) to amend SBMC Chapter 17.80 in regards to floodplain regulations.

CITY COUNCIL ACTION:

DISCUSSION:

FEMA recently published updated Flood Insurance Rate Maps. The map update did not change the flood hazard areas in Solana Beach. As part of this update, FEMA has requested the City of Solana Beach show evidence of floodplain management regulations that meet the National Flood Insurance Program standards. FEMA conducted a review of the Solana Beach Municipal Code, Chapter 17.80, Flood Damage Prevention Overlay Zone and indicated that some changes are needed. FEMA is requiring code updates, mainly pertaining to manufactured homes and substantial improvement requirements, in order to meet the NFIP requirements pursuant to the Title 44 Code of Federal Regulations. A copy of the FEMA letter is included as Attachment 3. The adoption of an amended floodplain management ordinance is a prerequisite for continued participation in the NFIP. The code update is required by December 20, 2019.

Staff prepared the attached proposed ordinance and submitted it to FEMA for review. FEMA concluded that the ordinance meets the NFIP requirements and that, after its adoption, Solana Beach will be in full compliance. The proposed changes are described below in bold:

1. Section 17.80.020, Definitions – the date of first adopted floodplain management ordinance (September 6, 1988) is to be added where applicable. Under “Start of Construction”, the following is to be added: **“For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.”**
2. Section 17.80.090.A, Development permit required – **“including manufactured homes”** to be added.
3. Section 17.80.110.A.4 – Duties and responsibilities of the floodplain administrator, **“within the City of Solana Beach”** to be added.
4. Section 17.80.120, Standards of Construction:
 - a. B. Construction Materials and Methods, paragraph 1 – **“below the base flood elevation and one-foot freeboard”** to be added.
 - b. C. Elevation and Floodproofing, paragraph 4a – **“buildings with more than one enclosed area must have openings on exterior walls for each area to allow flood water to directly enter”** to be added.
 - c. C. Elevation and Floodproofing, paragraph 5 – **“SBMC 17.80.120”** to replace “this section”.
 - d. C. Elevation and Floodproofing, subsection 6 – Garages and Low Cost Accessory Structures, b. Detached Garages and Accessory Structures:
 - i. Paragraph (B): **“a plus one-foot freeboard”** to be added.
 - ii. Paragraph (D): **“a minimum of one-foot above”** to be added.

5. Section 17.80.140 Standards for subdivisions:
 - a. Paragraph A: **“the special flood hazard areas and the base flood elevations”** to replace “the flood hazard area and the elevation of the base flood.”
 - b. Paragraph B: **“provide as part of an application for a Letter of Map Revision based on fill (LOMR-F) to the floodplain administrator”** to replace “provided to the floodplain administrator. A report of the effects of a subdivision grading on the floodway or floodplain shall be provided at the time of the permit application.”

6. Sections 17.80.150 Standards for manufactured homes and recreational vehicles:
 - a. Paragraph A: **“and substantially improved”** to be added.
 - b. Subparagraph 1: “a minimum of one-foot” above base flood elevation to be added.

7. Section 17.80.200, paragraph A Conditions for variances – **“upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure”** to replace “without regard to the procedures set forth in the remainder of this section.”

Pursuant to SBMC section 17.76.050, amendments to the Title 17 of the SBMC may be approved by the Council upon making the findings contained in SBMC section 17.76.070.

SBMC section 17.76.070 requires the Council make the following findings to amend Title 17 of the SBMC:

- A. The proposed amendment is consistent with the general plan.
- B. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the city.

The changes to Chapter 17.80 as proposed in Ordinance 507 do not change the land use in the affected zone and therefore are consistent with the General Plan. The suggested revisions are in compliance with the NFIP which enforces floodplain management regulations. Thus, the amendment is not detrimental to the public interest, health, safety, convenience, or welfare of the City.

Therefore, Staff recommends that the City Council introduce Ordinance 507, amending the Solana Beach Floodplain Overlay Zone (Sections 17.80.020, 17.80.090, 17.80.110, 17.80.120, 17.80.140, 17.80.150 and 17.80.200).

CEQA COMPLIANCE STATEMENT:

This action is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15321 of the State CEQA Guidelines.

FISCAL IMPACT:

There is no anticipated fiscal impact to the City.

WORK PLAN:

N/A

OPTIONS:

- Approve Staff recommendations.
- Do not approve Staff recommendations.
- Provide direction to Staff.

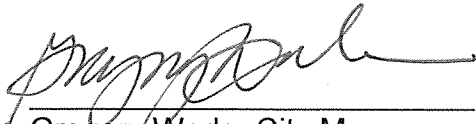
DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council:

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, Close the Public Hearing.
2. If the Council could make the findings as required under SMBC section 17.76.070, introduce Ordinance No. 507 to amend the Solana Beach Floodplain Overlay Zone (Sections 17.80.020, 17.80.090, 17.80.110, 17.80.120, 17.80.140, 17.80.150 and 17.80.200) of the SBMC.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Ordinance 507
2. Flood Insurance Rate Map
3. FEMA Letter dated June 20, 2019

ORDINANCE 507

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA AMENDING SECTIONS OF CHAPTER 17.80 OF THE SOLANA BEACH MUNICIPAL CODE, ALL RELATED TO FLOOD DAMAGE PREVENTION

WHEREAS, the City of Solana Beach City Council adopted Ordinance 70 on September 6, 1988, adopting the Solana Beach Floodplain Overlay Zone; and

WHEREAS, the Federal Emergency Management Agency (FEMA) informed the City by letter that the City's current Floodplain Overlay Zone Ordinance requires an update to meet the minimum National Flood Insurance Program (NFIP) requirements pursuant to the Title 44 Code of Federal Regulations Section 60.3; and

WHEREAS, the adoption of an amended floodplain management ordinance is a prerequisite for continued participation in the NFIP; and

WHEREAS, the City desires to continue its participation in the NFIP.

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

Section 1. All of the above statements are true; and

Section 2. The City Council finds that this action is exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to Section 15321 because there is no possibility that the activity in question may have a significant effect on the environment.

Section 3. Solana Beach Municipal Code Section 17.80.020 is amended to read as follows (strikeout indicates a deletion, underline indicated an addition):

17.80.020 Definitions. (Four definitions amended)

"Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of a floodplain management regulation adopted by the city (**September 6, 1988 Ord. 70**).

"New construction" means, for floodplain management purposes, structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by the city (**September 6, 1988 Ord. 70**).

“New manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of a floodplain management regulation adopted by the city (**September 6, 1988 Ord. 70**).

“Start of construction” includes substantial improvement, and means the date the building permit was issued; provided, the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. **For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.**

Section 4. Solana Beach Municipal Code Section 17.80.090 is amended to read as follows (strikeout indicates a deletion, underline indicated an addition):

17.80.090 Development permit required.

A. In addition to any other development permits or approvals required by this code, a flood damage prevention development permit shall be obtained before construction or development, **including manufactured homes**, begins within any area of special flood hazards, areas of flood-related erosion hazards or areas of mudslide (i.e., mudflow) established by SBMC 17.80.040. Application for a permit shall be made on forms approved by the floodplain administrator and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevation of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required:

1. Proposed elevation in relation to mean sea level of the lowest floor (including basement) of all structures; in zone AO, elevation of highest adjacent grade and proposed elevation of lowest floor of all structures;
2. Proposed elevation in relation to mean sea level to which any structure will be floodproofed;
3. All appropriate certifications listed in SBMC 17.80.120(C); and

4. Description and substantiating calculations of the extent to which any watercourse will be altered or relocated as a result of proposed development.

B. No other permit or approval for development shall be issued unless either a flood damage prevention development permit has first been issued or such other permit or approval is conditioned upon the successful issuance of a flood damage prevention development permit.

C. Appeals. The city council of the city of Solana Beach shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this chapter.

Section 5. Solana Beach Municipal Code Section 17.80.110 is amended to read as follows (strikeout indicates a deletion, underline indicated an addition):

17.80.110 Duties and responsibilities of the floodplain administrator.

The duties and responsibilities of the floodplain administrator shall include, but not be limited to:

A. Permit Review.

1. Review all development permits to determine that the permit requirements of this chapter have been satisfied;
2. All other required state and federal permits have been obtained;
3. The site is reasonably safe from flooding;
4. The proposed development does not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. For purposes of this chapter, "adversely affects" means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than one foot **within the City of Solana Beach**;
5. All letters of map revision (LOMRs) for flood control projects are approved prior to the issuance of building permits. Building permits must not be issued based on conditional letters of map revision (CLOMRs). Approved CLOMRs allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition;

B. Development of Substantial Improvement and Substantial Damage Procedures.

1. Using FEMA publication FEMA 213, "Answers to Questions About Substantially Damaged Buildings," develop detailed procedures for identifying and administering requirements for substantial improvement and substantial damage, to include defining "market value."

2. Assure procedures are coordinated with other departments/divisions and implemented by community staff;

C. Use of Other Base Flood Data. When base flood elevation data has not been provided in accordance with SBMC 17.80.030, the floodplain administrator will obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer SBMC 17.80.120. Any such information shall be submitted to the city for adoption;

D. Whenever a Watercourse Is to Be Altered or Relocated.

1. Notify adjacent communities and the California Department of Water Resources and the Army Corps of Engineers prior to such alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration;

2. Request that the flood-carrying capacity of the altered or relocated portion of the watercourse is maintained;

3. Base Flood Elevation Changes Due to Physical Alterations.

a. Within six months of information becoming available or project completion, whichever comes first, the floodplain administrator shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a letter of map revision (LOMR).

b. All LOMRs for flood control projects are approved prior to the issuance of building permits. Building permits must not be issued based on conditional letters of map revision (CLOMRs). Approved CLOMRs allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.

Such submissions are necessary so that, upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements are based on current data;

4. Changes in Corporate Boundaries. Notify FEMA in writing whenever the corporate boundaries have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits;

E. Obtain and maintain for public inspection and make available as needed the certifications and reports required by SBMC 17.80.120, 17.80.140 and 17.80.160;

F. Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazards, areas of flood-related erosion hazards or areas of mudslide (i.e., mudflow), for example, where there appears to be a conflict between a mapped boundary and actual field conditions. The person contesting the location of the boundary may appeal any decision regarding the interpretation to the city council as provided in SBMC 17.80.190;

G. Take action to remedy violations of this chapter as specified in SBMC 17.80.040.

Section 6. Solana Beach Municipal Code Section 17.80.120 is amended to read as follows (strikeout indicates a deletion, underline indicated an addition):

17.80.120 Standards of construction.

Construction in all areas of special flood hazards shall comply with the standards set forth in this section.

A. Anchoring.

1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
2. All manufactured homes shall meet the anchoring standards of SBMC 17.80.150.

B. Construction Materials and Methods.

1. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage **below the base flood elevation and one-foot freeboard.**
2. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
3. All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
4. Within zones AH and AO, adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures shall be shown on the grading plans and required as a condition of the grading permit.

C. Elevation and Floodproofing.

1. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated to one foot above the base flood elevation. Upon the completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered civil engineer or licensed land surveyor to be properly elevated. Such certification or verification shall be provided to the floodplain administrator.
2. New construction and substantial improvement of any residential structure in zone AO shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM, or at least two feet if no depth number is specified. Upon completion of the structure, the

elevation of the lowest floor, including basement, shall be certified by a registered civil engineer or licensed land surveyor to be properly elevated. Such certification or verification shall be provided to the floodplain administrator.

3. New construction and substantial improvement of any nonresidential structure shall either be elevated in conformance with subsection (C)(1) or (2) of this section or, together with attendant utility and sanitary facilities, meet the following requirements:

- a. Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;
- b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
- c. Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certifications shall be provided to the floodplain administrator.

4. In all new construction and substantial improvements, fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Fully enclosed areas below the lowest floor that are subject to flooding are usable solely for parking of vehicles, building access, and storage. Building plans meeting this requirement must either be certified by a registered civil engineer or architect or conform to the following minimum criteria:

- a. Either a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves or other coverings or devices; provided, that they permit the automatic entry and exit of floodwaters; **buildings with more than one enclosed area must have openings on exterior walls for each area to allow flood water to directly enter**; or
- b. Be certified by a registered professional engineer or architect to comply with a local floodproofing standard approved by the Federal Insurance Administration.

5. In addition to the requirements of ~~this section~~ **SBMC 17.80.120**, manufactured homes shall also meet the requirements established in SBMC 17.80.150.

6. Garages and Low Cost Accessory Structures.

a. Attached Garages.

- i. A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry of floodwaters. See subsection (C)(3) of this section. Areas of the garage below the BFE must be constructed with flood-resistant materials. See subsection B of this section.

ii. A garage attached to a nonresidential structure must meet the above requirements or be dry floodproofed. For guidance on below grade parking areas, see FEMA Technical Bulletin TB-6.

b. Detached Garages and Accessory Structures.

i. "Accessory structures" used solely for parking (two-car detached garages or smaller) or limited storage (small, low-cost sheds), as defined in SBMC 17.80.020, may be constructed such that its floor is below the base flood elevation (BFE), provided the structure is designed and constructed in accordance with the following requirements:

(A) Use of the accessory structure must be limited to parking or limited storage;

(B) The portions of the accessory structure located below the BFE **plus one-foot freeboard** must be built using flood-resistant materials;

(C) The accessory structure must be adequately anchored to prevent flotation, collapse and lateral movement;

(D) Any mechanical and utility equipment in the accessory structure must be elevated or floodproofed to **a minimum of one-foot above** ~~or~~ above the BFE;

(E) The accessory structure must comply with floodplain encroachment provisions in SBMC 17.80.160; and

(F) The accessory structure must be designed to allow for the automatic entry of floodwaters in accordance with subsection (C)(4) of this section.

ii. Detached garages and accessory structures not meeting the above standards must be constructed in accordance with all applicable standards in this section.

Section 7. Solana Beach Municipal Code Section 17.80.140 is amended to read as follows (strikeout indicates a deletion, underline indicated an addition):

17.80.140 Standards for subdivisions.

A. At the time of submission of an application for approval of a tentative map or tentative parcel map within the flood damage prevention overlay zone, the subdivider shall submit a map signed by a registered civil engineer or licensed land surveyor identifying **the special flood hazard areas and the base flood elevations** ~~the flood hazard area and the elevation of the base flood.~~

B. The tentative map or tentative parcel map shall show the elevation of proposed structure(s) and building pads. If the site is filled above the base flood, the final pad

elevation shall be certified by a registered civil engineer or surveyor and provide as part of an application for a Letter of Map Revision based on fill (LOMR-F) to the floodplain administrator. ~~provided to the floodplain administrator. A report of the effects of a subdivision grading on the floodway or floodplain shall be provided at the time of the permit application.~~

C. The design and improvement of a subdivision shall be consistent with the need to minimize flood damage.

D. Public utilities and facilities such as sewer, gas, electrical and water systems located and constructed in a manner which minimizes flood damage.

E. The design and improvement of subdivisions shall provide adequate drainage to reduce exposure to flood hazards.

Section 8. Solana Beach Municipal Code Section 17.80.150 is amended to read as follows (strikeout indicates a deletion, underline indicated an addition):

17.80.150 Standards for manufactured homes and recreational vehicles.

A. Manufactured Homes. All new, ~~and~~ replacement, and substantially improved manufactured homes and additions to manufactured homes shall:

1. Be elevated so that the lowest floor is ~~at or~~ a minimum of one-foot above the base flood elevation; and
2. Be securely anchored to a permanent foundation system to resist flotation, collapse or lateral movement.

B. Recreational Vehicles.

1. All recreational vehicles placed in zones A1-30, AH, AE, V1-30 and VE will either:
 - a. Be on the site for fewer than 180 consecutive days; or
 - b. Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
 - c. Meet the permit requirements of SBMC 17.80.090 and the elevation and anchoring requirements for manufactured homes in subsection A of this section.
2. Recreational vehicles placed on sites within zones V1-30, V, and VE on the community's flood insurance rate map will meet the requirements of subsection (B)(1) of this section and SBMC 17.80.195.

Section 9. Solana Beach Municipal Code Section 17.80.200 is amended to read as follows (strikeout indicates a deletion, underline indicated an addition):

17.80.200 Conditions for variances.

A. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed in the National Register of Historic Places or the State Inventory of Historic Places upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure. ~~without regard to the procedures set forth in the remainder of this section.~~

B. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

C. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

D. Variances shall only be issued upon:

1. A showing of good and sufficient cause;
2. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud or victimization of the public, or conflict with existing local laws or ordinances.

E. Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use; provided, that the provisions of subsections A through D of this section are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

F. An applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the regulatory floor elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation. A copy of the notice shall be recorded by the floodplain board in the office of the county recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

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 §36933.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Solana Beach, California, on the 13th day of November, 2019; and

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

DAVID A. ZITO, Mayor

APPROVED AS TO FORM:

ATTEST:

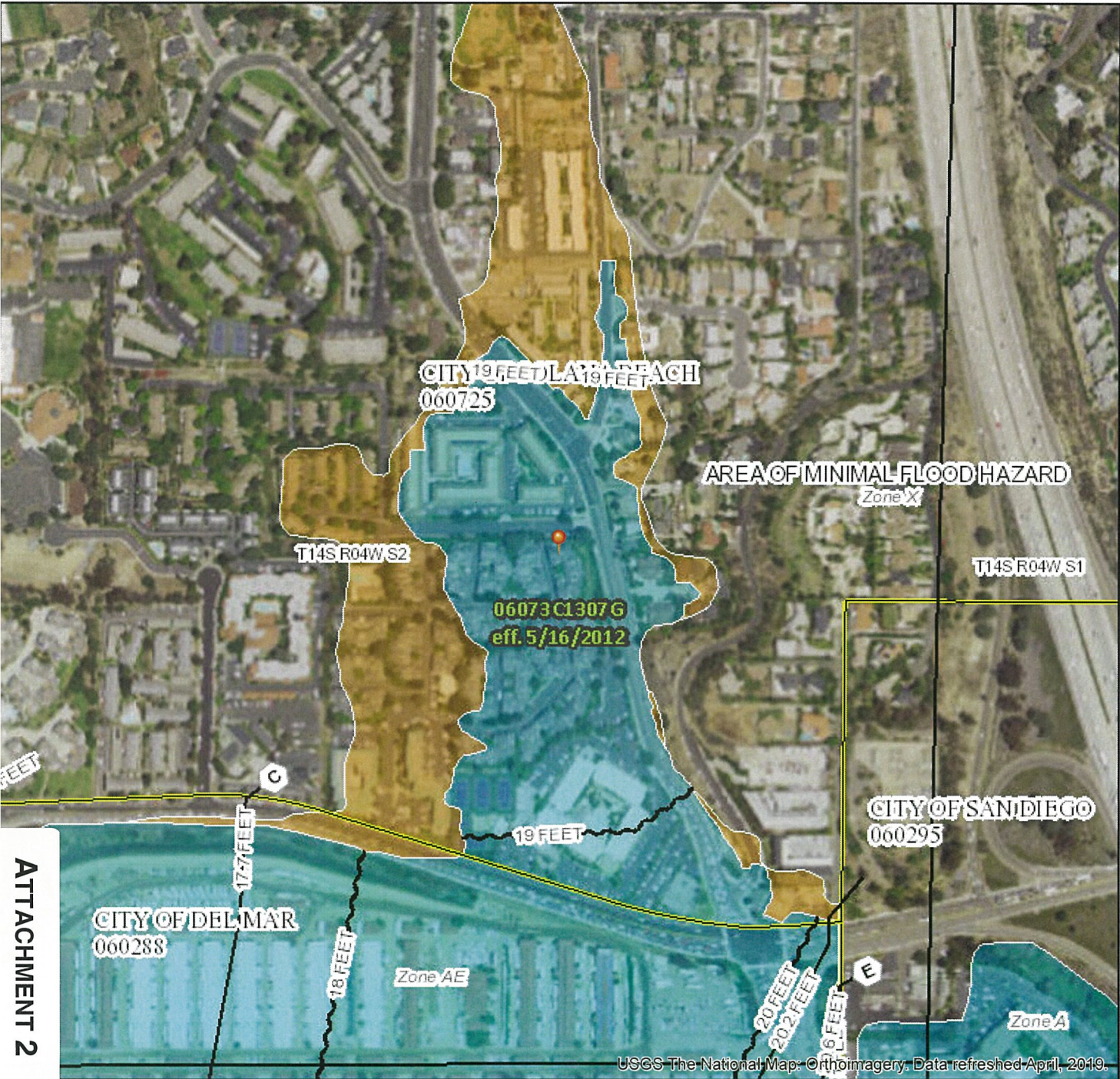
JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

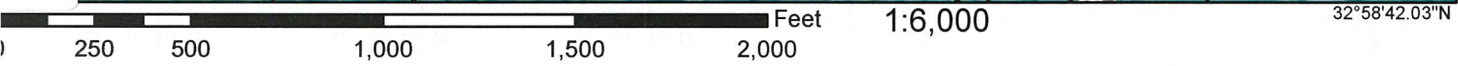
National Flood Hazard Layer FIRMette



32°59'12.21"N



ATTACHMENT 2



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) <i>Zone A, V, A99</i>
		With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i>
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i>
		Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>
		Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i>
		Area with Flood Risk due to Levee <i>Zone D</i>
OTHER AREAS		Area of Minimal Flood Hazard <i>Zone X</i>
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard <i>Zone</i>
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		8 Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped
		The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/22/2019 at 11:27:32 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



Federal Emergency Management Agency

Washington, D.C. 20472

RECEIVED

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
115-I

JUN 25 2019
Engineering Dept.
City of Solana Beach

June 20, 2019

The Honorable David A. Zito
Mayor, City of Solana Beach
653 South Highway 101
Solana Beach, California 92075

Community: City of Solana Beach,
San Diego County, California
Community No.: 060725
Map Panels Affected: See FIRM Index

Dear Mayor Zito:

On October 17, 2017, you were notified of proposed modified flood hazard determinations (FHDs) affecting the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for the City of Solana Beach, San Diego County, California. The statutory 90-day appeal period that was initiated on November 1, 2017, when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed FHDs for your community in the *San Diego Union Tribune* and *The Coast News*, has elapsed.

FEMA received no valid requests for changes in the FHDs. Therefore, the determination of the Agency as to the FHDs for your community is considered final. The final FHDs will be published in the *Federal Register* as soon as possible. The modified FHDs and revised map panels, as referenced above, will be effective as of December 20, 2019, and revise the FIRM that were in effect prior to that date. For insurance rating purposes, the community number and new suffix code for the panels being revised are indicated above and on the maps and must be used for all new policies and renewals.

The modifications are pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) and are in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, Public Law 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Because of the modifications to the FIRM and FIS report for your community made by this map revision, certain additional requirements must be met under Section 1361 of the 1968 Act, as amended, within 6 months from the date of this letter. Prior to December 20, 2019, your community is required, as a condition of continued eligibility in the National Flood Insurance Program (NFIP), to adopt or show evidence of adoption of floodplain management regulations that meet the standards of Paragraph 60.3(d and e) of the NFIP regulations. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

It must be emphasized that all the standards specified in Paragraph 60.3(d and e) of the NFIP regulations must be enacted in a legally enforceable document. This includes the adoption of the effective FIRM and FIS report to which the regulations apply and the modifications made by this map revision. Some of the standards should already have been enacted by your community. Any additional requirements can be met by taking one of the following actions:

1. Amending existing regulations to incorporate any additional requirements of Paragraph 60.3(d and e);

2. Adopting all the standards of Paragraph 60.3(d and e) into one new, comprehensive set of regulations; or
3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of Paragraph 60.3(d and e).

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the 1973 Act as amended.

A Consultation Coordination Officer (CCO) has been designated to assist your community with any difficulties you may be encountering in enacting the floodplain management regulations. The CCO will be the primary liaison between your community and FEMA. For information about your CCO, please contact:

Mr. Edward Curtis
Engineer, FEMA Region IX
1111 Broadway, Suite 1200
Oakland, California 94607
(510) 627-7100

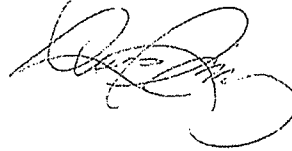
To assist your community in maintaining the FIRM, we have enclosed a Summary of Map Actions to document previous Letter of Map Change (LOMC) actions (i.e., Letters of Map Amendment (LOMAs), Letters of Map Revision (LOMRs)) that will be superseded when the revised FIRM panels referenced above become effective. Information on LOMCs is presented in the following four categories: (1) LOMCs for which results have been included on the revised FIRM panels; (2) LOMCs for which results could not be shown on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lots or structures involved were outside the Special Flood Hazard Area as shown on the FIRM; (3) LOMCs for which results have not been included on the revised FIRM panels because the flood hazard information on which the original determinations were based is being superseded by new flood hazard information; and (4) LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures cannot be revalidated through an administrative process like the LOMCs in Category 2 above. LOMCs in Category 2 will be revalidated through a single letter that reaffirms the validity of a previously issued LOMC; the letter will be sent to your community shortly before the effective date of the revised FIRM and will become effective 1 day after the revised FIRM becomes effective. For the LOMCs listed in Category 4, we will review the data previously submitted for the LOMA or LOMR request and issue a new determination for the affected properties after the revised FIRM becomes effective.

The FIRM panels have been computer-generated. Once the FIRM and FIS report are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided to your community for use in a computer mapping system. These files can be used in conjunction with other thematic data for floodplain management purposes, insurance purchase and rating requirements, and many other planning applications. Copies of the digital files or paper copies of the FIRM panels may be obtained by calling our FEMA Map Information eXchange (FMIX), toll free, at 1-877-FEMA-MAP (1-877-336-2627). In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

If you have any questions regarding the necessary floodplain management measures for your community or the NFIP in general, we urge you to call the Director, Federal Insurance and Mitigation Division of FEMA in Oakland, California, at (510) 627-7100 for assistance. If you have any questions concerning mapping

issues in general or the enclosed Summary of Map Actions, please call our FMIX at the number shown above. Additional information and resources your community may find helpful regarding the NFIP and floodplain management, such as *The National Flood Insurance Program Code of Federal Regulations*, *Answers to Questions About the NFIP*, *Use of Flood Insurance Study (FIS) Data as Available Data*, *Frequently Asked Questions Regarding the Effect that Revised Flood Hazards have on Existing Structures*, and *National Flood Insurance Program Elevation Certificate and Instructions*, can be found on our website at <https://www.floodmaps.fema.gov/lfd>. Paper copies of these documents may also be obtained by calling our FMIX.

Sincerely,



Luis Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

Enclosure:

Final Summary of Map Actions

cc: Community Map Repository
Mo Sammak, City Engineer, City of Solana Beach



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: November 13, 2019
ORIGINATING DEPT: Community Development Department
SUBJECT: **Public Hearing: Request for a Development Review Permit for a New Single-Story Single-Family Residence and Attached Two-Car Garage at 710 W. Solana Circle (Case # 17-18-29 Applicant: Chris Hoverman; Resolution No. 2019-147)**

BACKGROUND:

The Applicant, Chris Hoverman, is requesting Council approval of a Development Review Permit (DRP) to demolish an existing single-story, single-family residence and attached garage to construct a new 1,997 square foot single-story, single-family residence and attached garage on a 4,620 square-foot lot in the Medium Residential (MR) Zone and Park Del Mar Development. The maximum building height would be 14.09 feet above existing grade and 177.21 feet above Mean Sea Level (MSL). The project includes 10 cubic yards of site grading and 10 cubic yards of excavation for footings.

The project requires a DRP for construction of a structure that exceeds 60% of the maximum allowable floor area. The issue before the Council is whether to approve, approve with conditions, or deny the Applicant's request as contained in Resolution 2019-147 (Attachment 1).

DISCUSSION:

The 4,620 square-foot lot is a rectangular shape located on the east side of West Solana Circle. The site is currently developed with a 1,724 square-foot single-story, single-family residence with an attached 332 square foot garage. The proposed construction would replace the existing residence and garage. The project plans are provided in Attachment 2.

The property is zoned MR, however, it is also located in the Park Del Mar Development, which has specific development regulations (Attachment 3) set forth in a Use Permit issued in 1963 by the County of San Diego prior to the City's incorporation. At the request

CITY COUNCIL ACTION:

of the Park Del Mar Homeowner's Association, the Solana Beach City Council approved a Conditional Use Permit in 2001 to modify the Use Permit issued by the County to clarify the specific development regulations, which differ from the underlying zone. The Park Del Mar Development regulations, where specified, supersede those of the MR Zone. The primary use of each site in the development is limited to one detached, single-family dwelling with one garage or carport. Each dwelling unit is limited to a maximum of 2,000 square feet and the garage or carport to a maximum of 600 square feet. In addition, the overall square footage on the site cannot exceed 2,400 square feet. In accordance with underlying SBMC Zoning regulations, detached accessory structures are permitted and are deducted from the total allowed garage or carport square footage. The regulations also limit all structure heights to 16 feet above the lower of finished or proposed grade. Specific setback dimensions are also provided for each lot in the community. As proposed, the project complies with the regulations of the Park Del Mar Development.

Table 1 (below) provides a comparison of the Park Del Mar Development regulations with the Applicant's proposed design.

Table 1			
LOT INFORMATION			
Property Address:	710 W Solana Cir.	Zoning Designation:	Park Del Mar (MR)
Lot Size:	4,620 SF	# of Units Allowed:	1 Dwelling Unit
Max. Allowable Living SF	2,000 SF	# of Units Requested:	1 Dwelling Unit
Max. Allowable Garage SF	600 SF	Setbacks:	Required Proposed
Max. Allowable Total SF	2,400 SF	Front	10' - 0" 11' - 0"
Proposed Total SF	2,397 SF	Side (north)	5' - 0" 12' - 2"
Below Max. SF by	0 SF	Side (south)	2' - 6" 2' - 6"
Max. Allowable Height:	16.00 ft	Rear	5' - 0" 5' - 0"
Max. Proposed Height:	14.09 ft		
Highest Point/Ridge:	177.21 MSL		
PROPOSED PROJECT INFORMATION			
Square Footage / Floor Area Breakdown:		Required Permits: The project requires a DRP for construction in excess of 60% of the maximum allowable floor area.	
Proposed Living Area:	1,927 SF		
Proposed Garage:	470 SF		
Subtotal:	2,397 SF		
Garage Exemption:	- 400 SF		
Total Proposed Floor Area:	1,997 SF		
Proposed Grading:			
Excavation for Building/Wall Footings: 10 yd ³ ; Site grading: 10 yd ³			
Proposed Parking: Attached 2-car garage		Existing Development:	
Proposed Fences and Walls: Yes		Single-Family Residence and Attached Garage	
Proposed Accessory Structure: No			

Staff has prepared draft findings for approval of the project in the attached Resolution 2019-147 (Attachment 1) for Council's consideration based upon the information in this report. The applicable SBMC sections are provided in italicized text and conditions from the Planning, Engineering and Fire Departments are incorporated in the Resolution of

Approval. The Council may direct Staff to modify the Resolution to reflect the findings and conditions it deems appropriate as a result of the Public Hearing process. If the Council determines the project is to be denied, Staff will prepare a Resolution of Denial for an action to be taken at a subsequent Council meeting.

The following is a discussion of the findings for a DRP as each applies to the proposed project as well as references to recommended conditions of approval contained in Resolution 2019-147

Development Review Permit Compliance (SBMC Section 17.68.40):

A DRP is required because the total proposed floor area exceeds 60% of the maximum allowable. The total floor area proposed is 1,927 square feet and 2,400 square feet is the maximum. Therefore, the proposal is 83% of the allowable floor area.

In addition to meeting the Park Del Mar Development specific regulations and any other underlying zoning requirements, the project must also be found in compliance with development review criteria. The following is a list of the development review criteria topics:

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

The Council may approve, or conditionally approve, a DRP only if all of the findings listed below can be made. Resolution 2019-147 provides the full discussion of the required findings below:

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

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

Relationship with Adjacent Land Uses:

The property is located within the Medium Residential (MR) Zone and Park Del Mar Development. Properties surrounding the lot are located within the same zone and also part of the Park Del Mar Development. They are developed with single-story, single-family residences. The project site is currently developed with a single-story, single-family residence and a detached garage and the proposed project would demolish the existing structure and replace it with a single-story, single-family residence with an attached garage. The project, as designed, is consistent with the specific development standards of the Park Del Mar Development as well as the permitted uses of the underlying MR Zone as described in SBMC Sections 17.20.010 and 17.12.020. The proposed development could be found to be consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

The property is not located within any other specific plan areas. As a condition of project approval, the Applicant would be required to obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of a Building Permit.

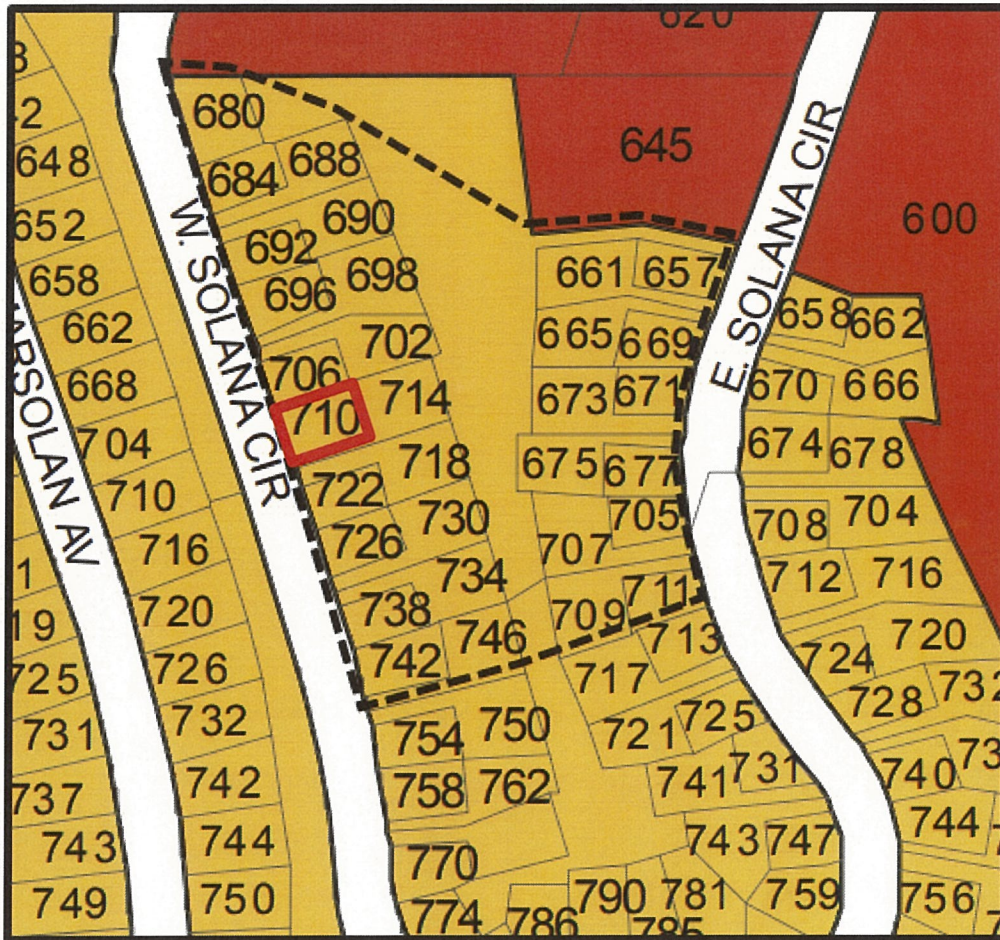
Building and Structure Placement:

The Park Del Mar Development regulations allow reduced setbacks compared to the underlying MR Zone. They also limit maximum structure height to 16 feet measured from the lower of existing or finished grade. The project would comply with the setbacks and height restrictions set forth in the Park Del Mar Development Regulations.

The existing property is relatively flat and the Applicant is not proposing changes to the grade except for the proposed footings for the additional square footage and the site walls. The proposed improvements consist of a new single-family residence and an attached garage. Pedestrian and vehicular access would be maintained on the southern side of the residence from the existing shared driveway.

Neighborhood Comparison:

Staff compared the proposed project to 29 other properties within the surrounding area. As shown on the following Zoning Map, they include other properties in the Park Del Mar Development along West Solana Circle and East Solana Circle.



The neighboring Park Del Mar residences consist of single-story, single-family homes ranging in size from 1,240 square feet to 2,122 square feet, according to the County Assessor records. It should be noted that the County Assessor does not include garages, covered porches, unfinished basements or accessory buildings in the total square footage. Accordingly, the building area of the proposed project has been calculated for comparison purposes by deleting the area of the garage as follows:

Project Gross Building Area:	1,927 ft ²
Delete Garage Area:	- 470 ft ²
<hr/> Project Area for Comparison to Assessor's Data	<hr/> 1,927 ft ²

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

Table 2						
#	Property Address	Lot Size in ft ² (SanGis)	Existing ft ² (Assessor)	Proposed / Recently Approved ft ²	Max. Allowable ft ²	Zone
1	680 W SOLANA	6,000	1,671		2,400	MR/PDM
2	688 W SOLANA	7,000	1,969		2,400	MR/PDM
3	690 W SOLANA	7,300	1,512		2,400	MR/PDM
4	692 W SOLANA	4,400	1,632		2,400	MR/PDM
5	696 W SOLANA	4,600	1,404		2,400	MR/PDM
6	698 W SOLANA	8,500	1,930		2,400	MR/PDM
7	702 W SOLANA	7,200	1,518		2,400	MR/PDM
8	706 W SOLANA	4,300	1,591		2,400	MR/PDM
9	710 W SOLANA	4,600	1,719	1,997	2,400	MR/PDM
10	714 W SOLANA	7,600	1,814		2,400	MR/PDM
11	718 W SOLANA	7,500	1,479		2,400	MR/PDM
12	722 W SOLANA	4,300	1,512		2,400	MR/PDM
13	726 W SOLANA	4,300	2,122		2,400	MR/PDM
14	730 W SOLANA	7,100	1,566		2,400	MR/PDM
15	734 W SOLANA	7,200	1,715		2,400	MR/PDM
16	738 W SOLANA	4,100	1,404		2,400	MR/PDM
17	707 E SOLANA	7,700	1,518		2,400	MR/PDM
18	705 E SOLANA	4,200	1,330		2,400	MR/PDM
19	677 E SOLANA	4,400	1,358		2,400	MR/PDM
20	675 E SOLANA	7,000	1,604		2,400	MR/PDM
21	673 E SOLANA	6,800	1,674		2,400	MR/PDM
22	671 E SOLANA	4,200	1,528		2,400	MR/PDM
23	669 E SOLANA	4,700	1,822		2,400	MR/PDM
24	665 E SOLANA	7,600	1,847		2,400	MR/PDM
25	661 E SOLANA	7,800	1,240		2,400	MR/PDM
26	657 E SOLANA	4,600	1,746		2,400	MR/PDM
27	742 W SOLANA	4,500	1,920		2,400	MR/PDM
28	746 W SOLANA	7,600	1,437		2,400	MR/PDM
29	711 E SOLANA	4,400	1,247		2,400	MR/PDM
30	709 E SOLANA	7,500	1,709		2,400	MR/PDM

Fences, Walls and Retaining Walls:

Within the front yard setback area, the SBMC allows fences and walls or any combination thereof, to be no higher than 42 inches in height as measured from existing grade, except for an additional two feet of fence that is at least 80% open to light. Fences, walls and retaining walls located within the rear and interior side yards are allowed to be up to six feet in height with an additional 24 inches that is 50% open to light and air.

The Applicant is proposing to construct a 2-foot tall fence next to the residence at the north property line and the rear property line. As proposed, the fences and walls would

comply with the fence and wall regulations. If the Applicant decides to modify any of the design of the proposed fences and walls or construct additional fences and walls, a condition of project approval indicates that they would be required to be in compliance with SBMC 17.20.040(O) and 17.60.070(C) and (D).

Landscape:

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

Parking:

SBMC Section 17.52.040 and the Off Street Parking Design Manual require two (2) parking spaces for a single-family residence. The Applicant is proposing a 470 square attached garage. The attached garage would provide two off-street parking spaces that are 9' X 19' and clear of obstruction, therefore, the proposed project would be in compliance with the parking standards. In addition, the proposed 470 square foot garage would be less than 600 square feet which is the maximum area permitted by the Park Del Mar regulations.

Grading:

The proposed grading quantities include 10 cubic yards for the excavation for the new footings and for the footings for the proposed fencing. Additionally, the project proposed 10 cubic yards of site grading. The proposed total aggregate amount of grading is 20 cubic yards.

Lighting:

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

Usable Open Space:

The project consists of the construction of a new single-family residence, therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040.

Structure Development Permit Compliance:

In accordance with the specific development regulations set forth for the Park Del Mar Development, the residence would not exceed 16 feet in height. Therefore, the Applicant is not required to obtain a Structure Development Permit. The Park Del Mar Development performs an internal review of projects prior to the City's review in which view preservation is taken into consideration. The Applicant installed story poles and obtained authorization from the Park Del Mar Homeowners Association (Attachment 4) prior to pursuing authorization from the City.

The project plans show the maximum structure height at 14.09 feet above the adjacent existing grade, or 177.21 feet above mean sea level (MSL).

Public Hearing Notice:

Notice of the City Council Public Hearing for the project was published in the Union Tribune more than 10 days prior to the public hearing. The same public notice was mailed to property owners and occupants within 300 feet of the proposed project site on October 31, 2019. As of the date of preparation of this Staff Report, Staff has not received any formal correspondence from neighbors or interested parties in support of, or in opposition to, the proposed project.

In conclusion, the proposed project, as conditioned, could be found to be consistent with the Park Del Mar Development regulations as adopted by the City Council through a CUP in 2001, the Zoning regulations, and the General Plan.

CEQA COMPLIANCE STATEMENT:

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

FISCAL IMPACT: N/A

WORKPLAN: N/A

OPTIONS:

- Approve Staff recommendation adopting the attached Resolution 2017-147.
- Approve Staff recommendation subject to additional specific conditions necessary for the City Council to make all required findings for the approval of a DRP.
- Deny the project if all required findings for the DRP cannot be made.


DEPARTMENT RECOMMENDATION:

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

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.
2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt Resolution 2019-147 conditionally approving a DRP to allow for the construction of a new 1,997 square foot one-story, single-family residence and garage at 710 West Solana Circle.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2019-147
2. Project Plans
3. Park Del Mar Development Regulations
4. Park Del Mar Home Owners Association Record of Action

RESOLUTION NO. 2019-147

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A DEVELOPMENT REVIEW PERMIT FOR THE CONSTRUCTION OF A NEW 1,997 SQUARE FOOT SINGLE-FAMILY RESIDENCE AND ASSOCIATED IMPROVEMENTS ON A PROPERTY WITHIN THE PARK DEL MAR DEVELOPMENT, LOCATED AT 710 WEST SOLANA CIRCLE, SOLANA BEACH

APPLICANT: Chris Hoverman
CASE NO.: DRP 17-18-29

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

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

WHEREAS, at the Public Hearing on November 13, 2019, the City Council received and considered evidence concerning the proposed application; and

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

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

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

1. That the foregoing recitations are true and correct.
2. That the project is exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines.
3. That the request for a DRP to construct a new 1,997 square foot single-story, single-family residence and attached garage on a 4,620 square-foot lot in the Medium Residential (MR) Zone and Park Del Mar Development is conditionally approved based upon the following Findings and subject to the following Conditions:
4. FINDINGS
 - A. In accordance with Section 17.68.040 (Development Review Permit) of the City of Solana Beach Municipal Code, the City Council finds the following:

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

General Plan Consistency: The project, as conditioned, is consistent with the City's General Plan designation of Medium Density Residential, which allows for five to seven dwelling units per acre. Further, the proposed development is consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

Zoning Ordinance Consistency: The proposed project is consistent with all applicable requirements of the Zoning Ordinance (Title 17) Permitted Uses and Structures (SBMC 17.20.020), which provides for use of the property as a single-family residence. The proposed project also adheres to the specific development regulations established for the Park Del Mar Development.

The design of the project is consistent with the provisions for minimum setbacks, the maximum floor area ratio (FAR), maximum building height, and parking requirements.

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

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

The project is consistent with the permitted uses and development standards of the Park Del Mar Development Regulations as adopted by the City Council in 2001 with the approval of a (Conditional Use Permit (CUP) and the underlying Medium Residential (MR) Zone as described in SBMC Sections 17.20.010 and 17.12.020. The proposed development is consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

The property is not located within any of the City's Specific Plan areas; however, it is located within the boundaries of the Coastal Zone. The Applicant is required to obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission (CCC) prior to the issuance of a Building Permit.

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

The Park Del Mar Development regulations allow reduced setback areas as compared to the underlying MR Zone. It also limits maximum structure height to 16 feet measured from the lower of existing or finished grade. The project would comply with the setbacks and height restrictions set forth in the Park Del Mar Development Regulations.

The existing property is relatively flat and the Applicant is not proposing changes to the grade except for the proposed footings for the additional square footage and the site walls. The proposed improvements consist of a new single-family residence and an attached garage. Pedestrian and vehicular access would be maintained on the southern side of the residence from the existing shared driveway.

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

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

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

SBMC Section 17.52.040 and the Off Street Parking Design Manual require two (2) parking spaces for a single-family residence. The Applicant is proposing a 470 square foot attached garage. The attached garage would provide two off-street parking spaces that are 9' X 19' and clear of obstruction, therefore, the proposed project would be in compliance with the parking standards. In addition, the proposed 470 square foot garage would be less than 600 square feet which is the maximum area permitted by the Park Del Mar regulations.

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

The proposed grading quantities include 10 cubic yards for the excavation of the new footings for the square foot additions and for the footings for the proposed fencing. Additionally, the project proposes 10 cubic yards of site grading. The proposed total aggregate amount of grading is 20 cubic yards.

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

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

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

The project consists of the construction of a new single-story, single-family residence and garage; therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040.

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

All required permits are being processed concurrently with the DRP. As a condition of project approval, the Applicant will be required to obtain approval from the CCC prior to issuance of Building Permits.

The project will not exceed 16 feet above the existing grade; therefore, a Structure Development Permit (SDP) is not required.

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

As a condition of project approval, the Applicant will be required to obtain approval from the California Coastal Commission (CCC) prior to the issuance of Building Permits.

5. CONDITIONS

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

A. Community Development Department Conditions:

- I. The Applicant shall pay required Public Facilities Fees, as established by SBMC Section 17.72.020 and Resolution 1987-36.
- II. Building Permit plans must be in substantial conformance with the plans presented to the City Council on November 13, 2019 and located in the project file with a submittal date of October 31, 2018.
- III. The residence will not exceed 14.09 feet in height above the existing grade or 177.21 feet above MSL.
- IV. Any proposed onsite fences, walls, and retaining walls and any

proposed railing located on top, or any combination thereof, shall comply with applicable regulations of SBMC Section 17.20.040 and 17.60.070 (Fences and Walls).

- V. The Applicant shall obtain required CCC approval of a Coastal Development Permit, Waiver or Exemption as determined necessary by the CCC, prior to the issuance of a Grading or Building Permit.
 - VI. Native or drought tolerant and non-invasive plant materials and water conserving irrigation systems shall be incorporated into any proposed landscaping and compatible with the surrounding area to the extent feasible.
 - VII. Any new exterior lighting fixtures shall be in conformance with the City-Wide Lighting Regulations of SBMC 17.60.060.
 - VIII. All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities that render them detrimental to the surrounding area.
 - IX. Construction vehicles shall be parked on the subject property at all times feasible. If construction activity prohibits parking on the subject property, the Applicant shall ensure construction vehicles are parked in such a way to allow sufficient vehicular access on the street and minimize impact to the surrounding neighbors.
 - X. The Applicant shall connect to temporary electrical service as soon as feasible to the satisfaction of the City.
- B. Fire Department Conditions: Please note that this list provides detailed Fire Department requirements and is not meant to be an all-inclusive plan check list of the Fire Department comments.
- I. **ACCESS ROAD MINIMUM DIMENSIONS:** Fire apparatus access roads shall have an unobstructed improved width of not less than 20 feet; curb line to curb line, and an unobstructed vertical clearance of not less than 13 feet 6 inches. Exception: Single-Family residential driveways; serving no more than two single-family dwellings, shall have minimum of 16 feet, curb line to curb line, of unobstructed improved width. Access roads shall be designed and maintained to support the imposed loads of not less than 75,000 pounds and shall be provided with an approved paved surface to provide all-weather driving capabilities.
 - II. **OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION:** All roadways shall be a minimum of 24 feet in width during construction

and maintained free and clear, including the parking of vehicles, in accordance with the California Fire Code and the Fire Department.

- III. ADDRESS NUMBERS: STREET NUMBERS: Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: 4" high with a ½" inch stroke width for residential buildings, 8" high with a ½" stroke for commercial and multi-family residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear access doors, building corners, and entrances to commercial centers.
- IV. AUTOMATIC FIRE SPRINKLER SYSTEM-ONE AND TWO FAMILY DWELLINGS: Structures shall be protected by an automatic fire sprinkler system designed and installed to the satisfaction of the Fire Department. Plans for the automatic fire sprinkler system shall be approved by the Fire Department prior to installation.
- V. CLASS "A" ROOF: All structures shall be provided with a Class "A" Roof covering to the satisfaction of the Solana Beach Fire Department.

C. Engineering Department Conditions:

- I. The Applicant shall prepare a City of Solana Beach Storm Water Checklist for Minor Projects to address potential water quality impacts to ensure that pollutants and runoff from this development are reduced to the maximum extent practicable.
- II. All construction demolition materials shall be recycled according to the City's Construction and Demolition recycling program and an approved Waste Management Plan shall be submitted.
- III. Obtain an Encroachment Permit in accordance with chapter 11.20 of the SBMC prior to the demolition or construction of any improvements within the public right-of-way including the steps in front of the property.
- IV. Obtain a Minor Grading Permit. Conditions prior to the issuance of a minor grading permit shall include, but not be limited to, the following:
 - a. The Grading Plan shall be prepared by a Registered Civil Engineer and approved by the City Engineer. On-site grading design and construction shall be in accordance with Chapter 15.40 of the SBMC.

- b. All retaining walls and drainage structures shall be shown. Retaining walls shown on the minor grading plan shall conform to the San Diego Regional Standards or be designed by a Civil Engineer. Engineering calculations for all designed walls with a surcharge and nonstandard walls shall be submitted at minor Grading Plan check. Retaining walls may not exceed the allowable height within the property line setback as determined by the City of Solana Beach Municipal Code.
- c. The Applicant is responsible to protect the adjacent properties during construction. If any grading or other types or construction are anticipated beyond the property lines, the Applicant shall obtain a written permission from the adjoining property owners for incidental grading or construction that may occur and submit the letter to the City Engineer prior to the anticipated work.
- d. Pay minor Grading Plan check fee in accordance with the current Engineering Fee Schedule at initial grading plan submittal. Inspection fees shall be paid prior to issuance of the minor Grading Permit.
- e. Obtain and submit minor grading security in a form prescribed by the City Engineer.
- f. Obtain a haul permit for import/ export of soil. The Applicant shall transport all excavated material to a legal disposal site.
- g. Submit certification from the Engineer of Record and the Soils Engineer that all public or private drainage facilities and finished grades are functioning and are installed in accordance with the approved plans. This shall be accomplished by the Engineer of Record incorporating as-built conditions on the Mylar grading plans and obtaining signatures of the Engineer of Record and the Soils Engineer certifying the as-built conditions.
- h. An Erosion Prevention and Sediment Control Plan shall be prepared. Best Management Practices shall be developed and implemented to manage storm water and non-storm water discharges from the site during excavation and grading activities. Erosion prevention shall be emphasized as the most important measure for keeping sediment on site during excavation and grading activities. Sediment controls shall be used as a supplement to erosion prevention for keeping sediment on site.
- i. Show all proposed on-site private drainage facilities intended to discharge water run-off. Elements of this design shall include a

hydrologic and hydraulic analysis verifying the adequacy of the facilities and identify any construction of drainage structures shall comply with the standards set forth by the San Diego Regional Standard Drawings.

- j. Post Construction Best Management Practices meeting City and RWQCB Order No. R9-2013-001 requirements shall be implemented in the drainage design.
 - k. No increased lot drainage shall be allowed.
6. ENFORCEMENT: Pursuant to SBMC 17.72.120(B) failure to satisfy any and all of the above-mentioned conditions of approval is subject to the imposition of penalties as set forth in SBMC Chapters 1.16 and 1.18 in addition to any applicable revocation proceedings.
7. EXPIRATION: The DRP for the project will expire 24 months from the date of this Resolution, unless the Applicant has obtained building permits and have commenced construction prior to that date, and diligently pursued construction to completion. An extension of the application may be granted by the City Council, subject to SBMC Section 17.72.110.
8. INDEMNIFICATION AGREEMENT: The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

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

Ordinance.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, held on the 13th day of November, 2019, by the following vote:

AYES: Councilmembers –

NOES: Councilmembers –

ABSENT: Councilmembers –

ABSTAIN: Councilmembers –

DAVID A. ZITO, Mayor

APPROVED AS TO FORM:

ATTEST:

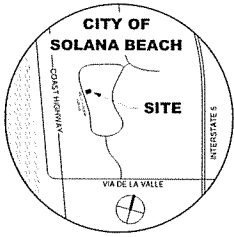
JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

FIRE NOTES	
1.	ACCESS ROAD MINIMUM DIMENSIONS: FIRE APPARATUS ACCESS ROADS SHALL HAVE AN UNOBSTRUCTED IMPROVED WIDTH OF NOT LESS THAN 20 FEET, CURBLINE TO CURBLINE, AND AN UNOBSTRUCTED VERTICAL CLEARANCE OF NOT LESS THAN 13 FEET 6 INCHES. EXCEPTION: SINGLE FAMILY RESIDENTIAL DRIVEWAYS SERVING NO MORE THAN TWO SINGLE FAMILY DWELLINGS, SHALL HAVE MINIMUM OF 16 FEET CURBLINE TO CURBLINE. UNOBSTRUCTED IMPROVED WIDTH ACCESS ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT THE IMPOSED LOADS OF NOT LESS THAN 7,000 POUNDS AND SHALL BE PROVIDED WITH AN APPROVED PAVED SURFACE TO PROVIDE ALL WEATHER DRIVING CAPABILITIES.
2.	DESTRUCTION OF ROADWAYS DURING CONSTRUCTION: ALL ROADWAYS SHALL BE A MINIMUM OF 20 FEET IN WIDTH DURING CONSTRUCTION AND MAINTAINED FREE AND CLEAR, INCLUDING THE PARKING OF VEHICLES, IN ACCORDANCE WITH THE CALIFORNIA FIRE CODE, AND THE SOLANA BEACH FIRE DEPARTMENT. APPROVED NUMBERS AND OR ADDRESSES SHALL BE PLACED ON ALL NEW AND EXISTING BUILDINGS AND AT APPROPRIATE ADDITIONAL LOCATIONS AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET OR HIGHWAY FROM EITHER DIRECTION OF APPROACH. SAID NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND, AND SHALL MEET THE FOLLOWING MINIMUM STANDARDS: AS TO SIZE: 4" HIGH WITH A 1/8" STROKE WIDTH FOR RESIDENTIAL BUILDINGS, 8" HIGH WITH A 1/8" STROKE FOR COMMERCIAL AND MULTI FAMILY RESIDENTIAL BUILDINGS, 12" HIGH WITH A 1/8" STROKE FOR INDUSTRIAL BUILDINGS. ADDITIONAL NUMBERS SHALL BE REQUIRED WHERE DEEMED NECESSARY BY THE FIRE MARSHAL, SUCH AS REAR ACCESS DOORS, BUILDING CORNERS, AND ENTRANCES TO COMMERCIAL CENTERS.
4.	AUTOMATIC FIRE SPRINKLER SYSTEM ONE AND TWO FAMILY DWELLINGS: STRUCTURES SHALL BE PROTECTED BY AN AUTOMATIC FIRE SPRINKLER SYSTEM DESIGNED AND INSTALLED TO THE SATISFACTION OF THE FIRE DEPARTMENT. PLANS FOR THE AUTOMATIC FIRE SPRINKLER SYSTEM SHALL BE APPROVED BY THE FIRE DEPARTMENT PRIOR TO INSTALLATION.

ENGINEERING NOTES	
1.	OBTAIN AN ENCROACHMENT PERMIT IN ACCORDANCE WITH CHAPTER 11.20 OF THE SOLANA BEACH MUNICIPAL CODE PRIOR TO THE DEMOLITION OR CONSTRUCTION OF ANY IMPROVEMENTS WITHIN THE PUBLIC RIGHT OF WAY INCLUDING THE STEPS IN FRONT OF PROPERTY.
2.	ALL CONSTRUCTION DEMOLITION MATERIALS SHALL BE RECYCLED ACCORDING TO THE CITY'S CONSTRUCTION AND DEMOLITION RECYCLING PROGRAM AND AN APPROVED WASTE MANAGEMENT PLAN SHALL BE SUBMITTED.
3.	CONSTRUCTION FENCING SHALL BE LOCATED ON THE SUBJECT PROPERTY UNLESS THE APPLICANT HAS OBTAINED AN ENCROACHMENT PERMIT IN ACCORDANCE WITH CHAPTER 11.20 OF THE SOLANA BEACH MUNICIPAL CODE WHICH ALLOWS OTHERWISE.
4.	AN EROSION PREVENTION AND SEDIMENT CONTROL PLAN SHALL BE PREPARED. BEST MANAGEMENT PRACTICES SHALL BE DEVELOPED AND IMPLEMENTED TO MANAGE STORM WATER AND NON-POINT SOURCE WATER DISCHARGES FROM THE SITE AT ALL TIMES DURING EXCAVATION AND GRADING ACTIVITIES. AN ENCROACHMENT MAINTENANCE AGREEMENT SHALL BE RECORDED AGAINST THIS PROPERTY FOR STEPS IN THE RIGHT-OF-WAY IN THE FRONT OF THE PROPERTY.

NOTES	
NOTES:	
1.	OWNER TO OBTAIN PERMIT AT LEAST 48 HOURS PRIOR TO WORKING IN THE PUBLIC RIGHT OF WAY. FAILURE TO DO SO WILL RESULT IN A STOP WORK ORDER AND DOUBLE PERMIT FEES. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO KNOW WHERE HIS OR HER PROPERTY LINES ARE LOCATED.
2.	CONSTRUCTION EQUIPMENT SHALL ONLY OPERATE ON MONDAY THROUGH FRIDAY BETWEEN THE HOURS OF 7:00 AM 6:00 PM AND ON SATURDAYS BETWEEN THE HOURS OF 9:00 AM AND 6:00 PM AND NOT ON HOLIDAYS AS REFERENCED IN THE SOLANA BEACH MUNICIPAL CODE.
3.	SURFACE WATER IS TO DRAIN AWAY FROM THE BUILDING. THE GRADE SHALL FALL A MIN. OF 5% WITHIN THE FIRST 10 FEET (2% FOR IMPERVIOUS SURFACES).
4.	ALL NEW EXTERIOR LIGHTING FIXTURES SHALL BE IN CONFORMANCE WITH THE CITY-WIDE LIGHTING REGULATIONS OF THE ZONING ORDINANCE (SBMC 71.60.060). ALL LIGHT FIXTURES WILL BE SHIELDED SO THAT NO LIGHT OR GLARE IS TRANSMITTED OR REFLECTED IN SUCH CONCENTRATED QUANTITIES OR INTENSITIES AS TO BE DETRIMENTAL TO THE SURROUNDING AREA.



GRADING QUANTITIES	
SITE GRADING	10 CY
EXCAVATION FOR NEW FOOTINGS	10 CY
TOTAL GRADING	20 CY

VICINITY MAP

PROJECT ADDRESS:	710 WEST SOLANA CIRCLE SOLANA BEACH, CA 92075
A.P.N. (S)	298-320-14
ZONE:	MR
LOT SIZE (GROSSNET SAME):	4,620 SF
DWELLING AREA:	1,930 SF
GARAGE AREA:	470 SF
TOTAL AREA ONSITE :	2,400 SF
BUILDING HEIGHT ALLOWED:	16' (PARK DEL MAR REGULATIONS)
BUILDING HEIGHT PROPOSED:	13' 9" (GARAGE FROM EXISTING GRADE)
SETBACKS PROPOSED:	FRONT: 10'-0"; SIDE: 5'; DRIVEWAY 2'-6"; REAR 5'-0"
PROPOSED COVERED PATIO AREA:	N/A
SPRINKLERS REQUIRED:	YES
PARKING SPACES:	2 PROVIDED (2 REQUIRED)

PROJECT TEAM	
OWNER:	CHRIS HOVERMAN 710 WEST SOLANA CIRCLE SOLANA BEACH, CA 92075 (770) 530-6466
ARCHITECT:	BRIAN CHURCH AIA 507 S CEDROS AVENUE SOLANA BEACH, CA 92075 (858) 793-3437 - OFFICE (858) 793-3473 - FAX

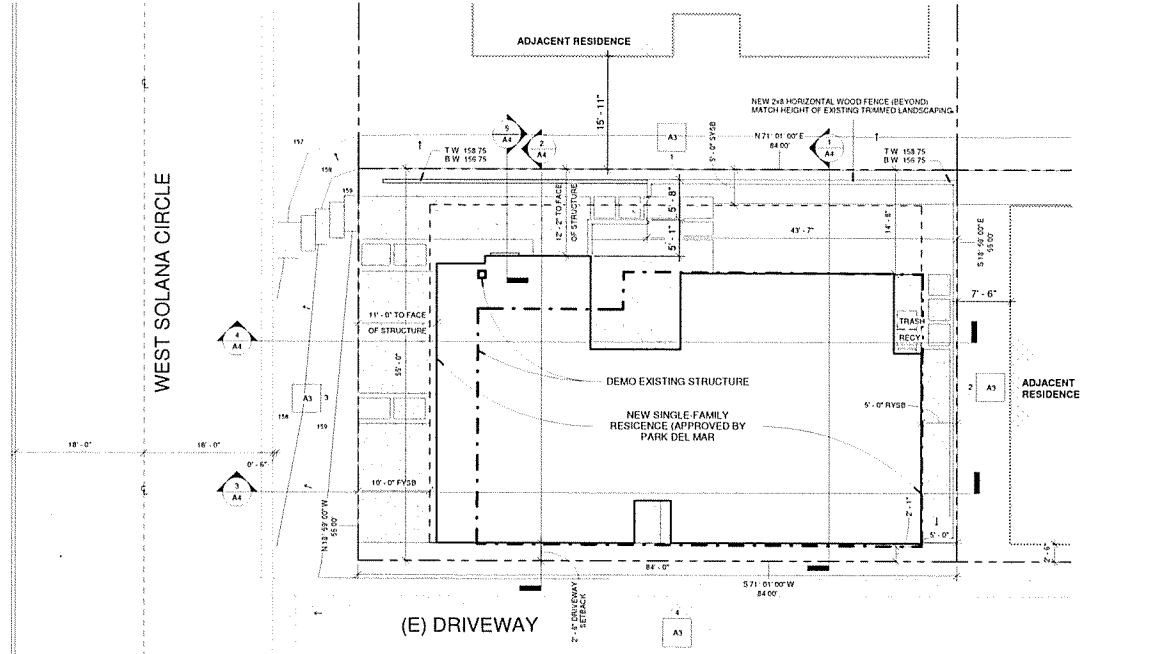
SCOPE OF WORK	
- NEW SINGLE FAMILY RESIDENCE (LESS THAN 16), NEW LANDSCAPING, NEW HARDSCAPE	

EXISTING AREAS	
EXISTING STRUCTURE:	1,724 SF
GARAGE:	332 SF
TOTAL	2,107 SF

FLOOR AREA PROPOSED	
FIRST FLOOR	1,927 SF
GARAGE	470 SF
COVERED EXTERIOR AREA	0 SF
TOTAL AREA	2,397 SF
GARAGE EXEMPTION	400 SF
TOTAL PROPOSED FLOOR AREA	1,997 SF

SHEET INDEX	
NO.	SHEET NAME
T1	TITLE SHEET
C1	CIVIL PLANS
A1	FLOOR PLAN
A1.1	FAR
A2	ROOF PLAN
A3	ELEVATIONS
A4	SECTIONS
L1	LANDSCAPE PLAN
L3	LANDSCAPE PLANTING PLAN
L11	IRRIGATION PLANS
L12	IRRIGATION DETAILS
L13	IRRIGATION DETAILS
L14	IRRIGATION NOTES & LEGENDS
L15	IRRIGATION HYDROZONE PLANS

APPLICABLE CODES	
THIS PROJECT SHALL COMPLY WITH THE 2016 CALIFORNIA RESIDENTIAL CODE, WHICH ADOPTS THE 2015 IRC, 2015 UMC, 2015 UPC, AND THE 2014 NEC. SECTION R106.2.	



SITE PLAN
1/8" = 1'-0"

EXISTING SLAB HEIGHT: MSL 163.62'
APPROXIMATE HEIGHT OF EXISTING GRADE: MSL 163.12'

ATTACHMENT 2

SUBMITTALS/ REVISIONS	

13522015.14.DWG

 Brian Church Architecture
 507 South Cedros Avenue
 Solana Beach, CA 92075
 (858) 793-3437

NOT FOR CONSTRUCTION
TITLE SHEET

HOVERMAN RESIDENCE
 710 SOLANA CIRCLE WEST, SOLANA BEACH

LICENSED ARCHITECT

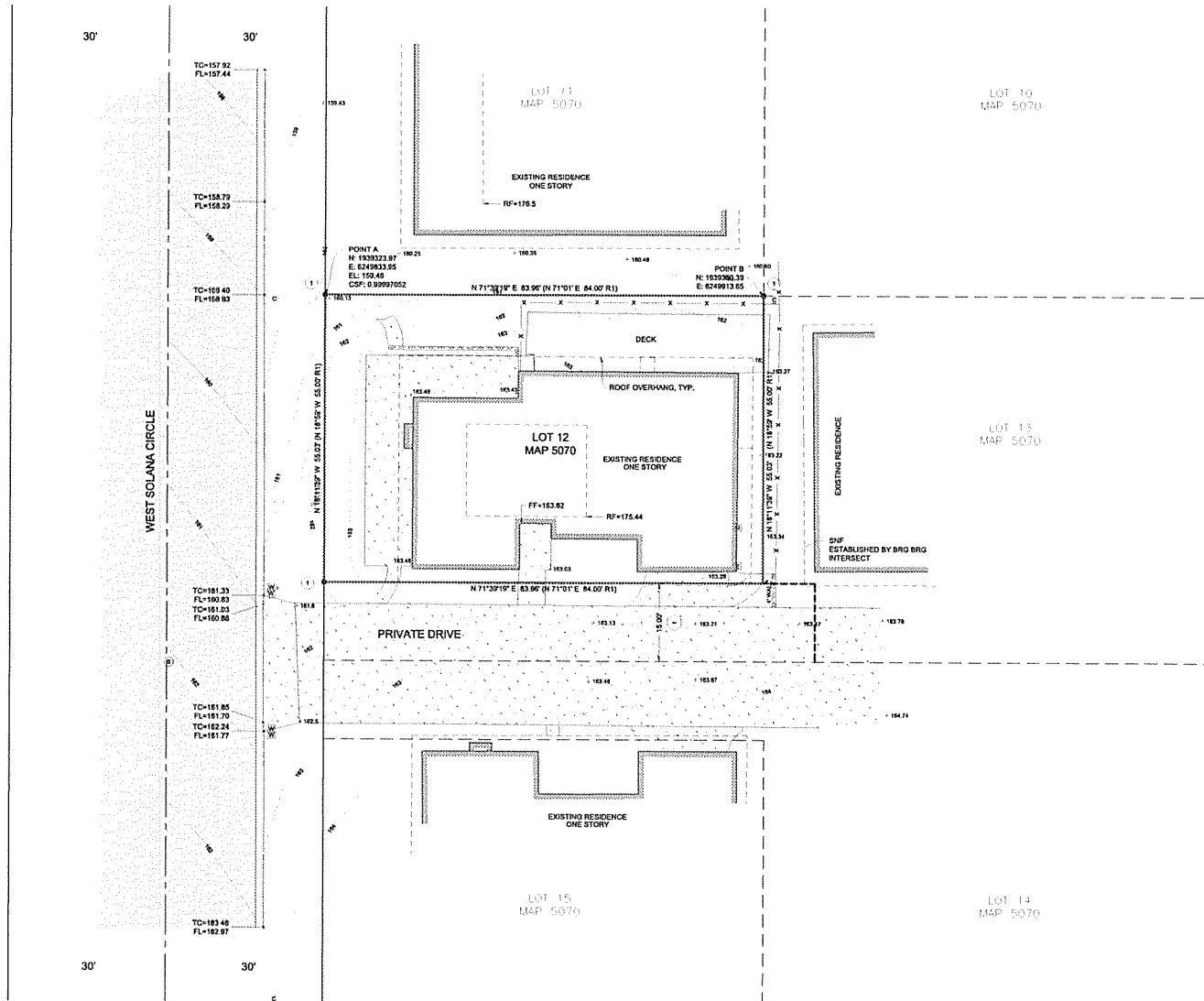
BRIAN CHURCH
 ARCHITECT

SCALE: As indicated
 DATE: 10/28/19
 SHEET

T1
 OF

TOPOGRAPHIC SURVEY MAP -- 710 SOLANA CIRCLE

SHEET 1 OF 1 SHEETS
PLSA JOB # 2921



SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS ACT ON AUGUST 1, 2018.

Paul E. Goebel
PAUL E. GOEBEL 08/07/2018
PLSA JOB # 2921 DATE



PROJECT INFORMATION

CLIENT: BRIAN CHURCH ARCHITECTURE
ADDRESS: 710 SOLANA CIRCLE WEST, SOLANA BEACH
APN: 298-320-14

REFERENCES

R1 - MAP 5070

ABBREVIATED LEGAL DESCRIPTION

LOT 12 IN THE CITY OF SOLANA BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARCEL MAP THEREOF NO. 5070, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 31, 1992.

SURVEY NOTES

- THE BOUNDARIES AND DIMENSIONS OF THE SURVEYED PARCEL(S) SHOWN HEREON ARE BASED ON A FIELD SURVEY. RECORD DIMENSIONS MAY VARY. THE BOUNDARIES OF ADJOINING PARCELS WERE COMPILED FROM RECORDED OR FILED DATA, AND ARE TO BE USED FOR PLANNING PURPOSES ONLY.
- THE BASIS OF BEARINGS FOR THIS MAP IS THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS-83), ZONE 6, EPOCH 1993.5, AND IS DETERMINED BY G.P.S. MEASUREMENTS TAKEN AUGUST 1, 2018 AT POINTS A & B SHOWN HEREON. POINTS A & B WERE ESTABLISHED FROM STATION "SOLB-1" AND STATION "SOLB-2" AS SAID STATIONS ARE PUBLISHED IN THE CITY OF SOLANA BEACH SURVEY CONTROL NETWORK PER RECORD OF SURVEY MAP NO. 19271, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON SEPTEMBER 18, 2003, BEARING A.B. N 71°33'19" E.
- THE PROJECT BENCHMARK IS THE CITY OF SOLANA BEACH SURVEY CONTROL STATION 2001 NAMED "SOLB-1", 2" B BRASS DISC PER ROS 1871, ELEV: 71.45, HAVO 86 DATUM.
- THE LOCATIONS OF UNDERGROUND UTILITY LINES AND/OR STRUCTURES AS SHOWN HEREON ARE BASED ON OBSERVED ABOVE GROUND EVIDENCE AND RECORD INFORMATION PROVIDED TO THE SURVEYOR. NO EXCAVATIONS WERE MADE DURING THE COURSE OF THIS SURVEY TO LOCATE UNDERGROUND UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL UNDERGROUND UTILITIES MAY EXIST.
- NO TITLE COMMITMENT PROVIDED AT THE TIME OF THIS SURVEY.

EASEMENTS OF RECORD

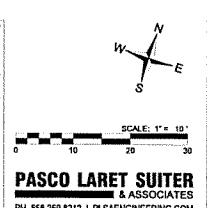
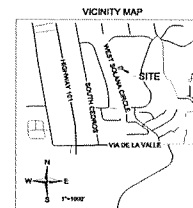
- EASEMENT FOR ROAD PURPOSES DESCRIBED AS PARCEL 3 OF GRANT DEED RECORDED OCTOBER 5, 2015 AS DOCUMENT NO. 2015-051448 OF OFFICIAL RECORDS.

FOUND MONUMENTS

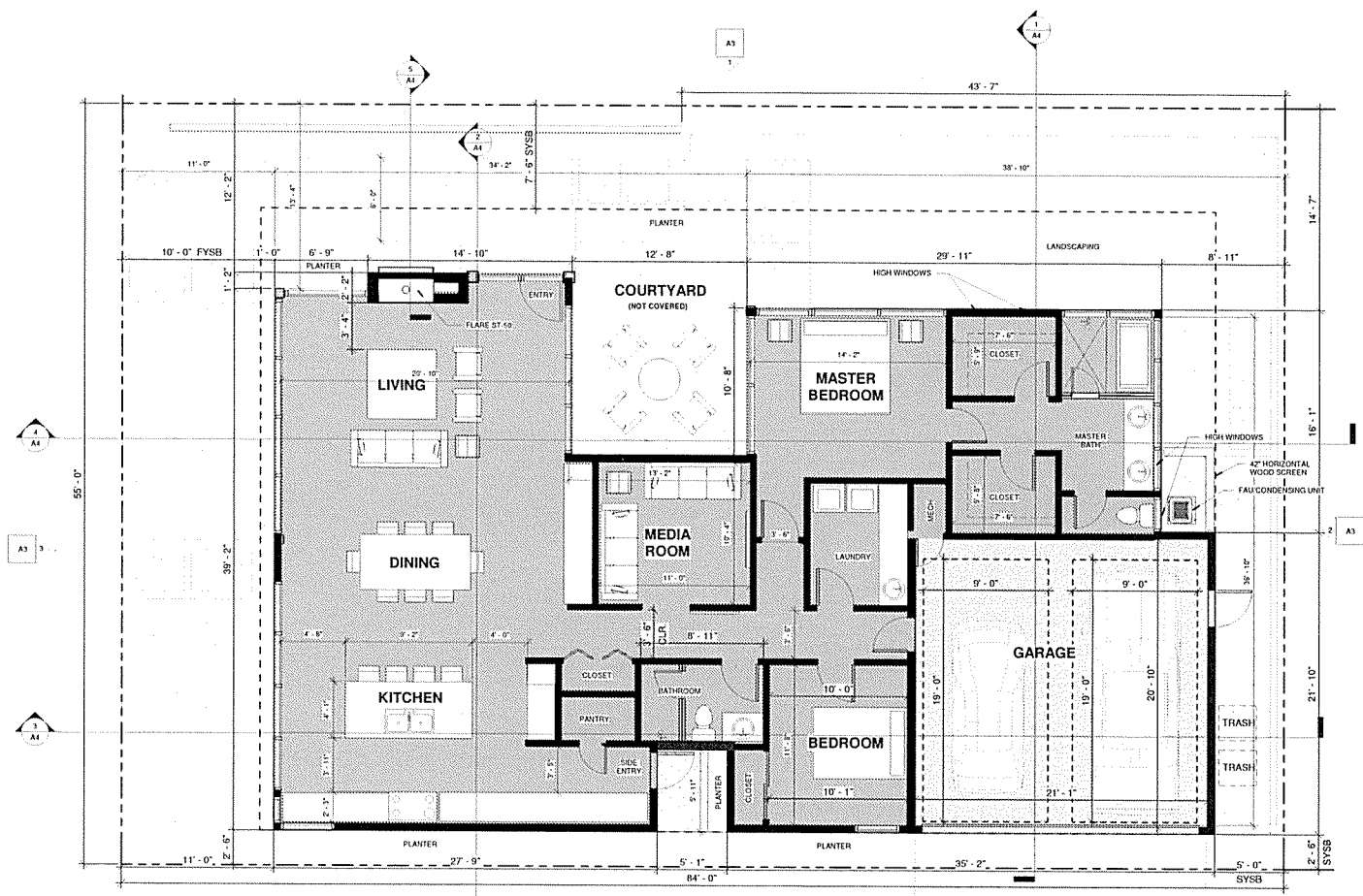
- FOUND 1/2" SQ. PIN, STAMP #LEE08LE, ACCEPTED AS 1/2" SQ. PIN STAMPED "ICE 6752" PER R1.

LEGEND

●	FOUND MONUMENT AS INDICATED	W	METER - WATER
()	RECORD BOUNDARY DATA AS INDICATED	E	METER - ELECTRIC
---	PROPERTY LINE	G	METER - GAS
---	RIGHT-OF-WAY LINE	F	FIRE HYDRANT
---	CENTER LINE	V	VALVE - IRRIGATION
---	ADJOINING PROPERTY LINE	S	RISER - SANITARY
---	FENCE	C	RISER - COMM.
---	WALL	M	MAILBOX
---	BUILDING OUTLINE	B	BOLLARD
---	BUILDING OVERHANG	S	SIGN
---	INDEX CONTOUR LINE	FF	FRESH FLOOR
---	INTERMEDIATE CONTOUR LINE	RF	ROOF
○#14	SPOT ELEVATION		
■	CONCRETE		
■	ASPHALT		



PASCO LARET SUITER
& ASSOCIATES
PH. 658.259.8212 | PLSAENGINEERING.COM



LIVING LEVEL

1/4" = 1'-0"

*ALL DIMENSIONS ARE MEASURED FROM THE EXTERIOR WALL SURFACES.

NO.	DATE	DESCRIPTION

BCA

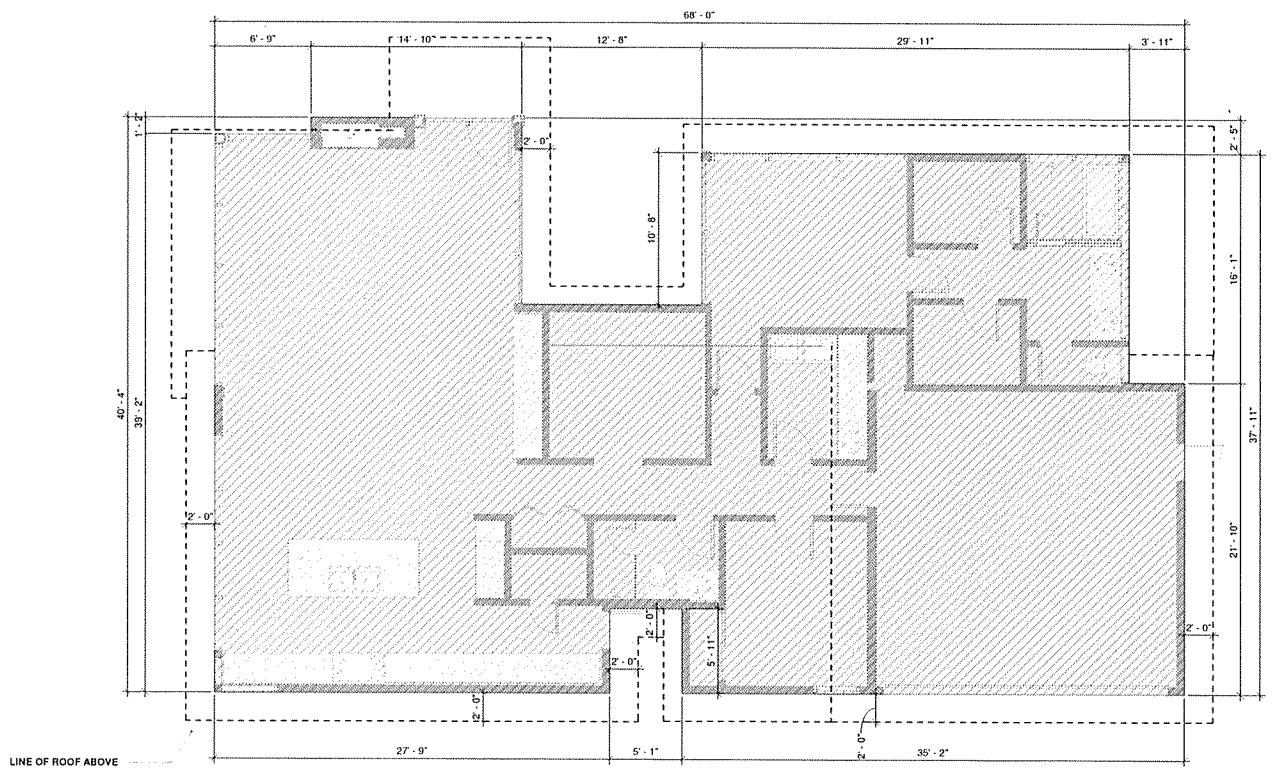
Brian Church, Architecture
 507 South Cedros Avenue
 Solana Beach, CA 92075
 (858) 793-3437

HOVERMAN RESIDENCE NOT FOR CONSTRUCTION
 710 SOLANA CIRCLE WEST SOLANA BEACH
FLOOR PLAN



SCALE: 1/4" = 1'-0"
 DATE: 10/28/19
 SHEET

A1
 OF



FAR

1/4" = 1'-0"

*ALL DIMENSIONS ARE MEASURED FROM THE EXTERIOR WALL SURFACES.

NO.	DATE	DESCRIPTION

10/22/2019 10:59 AM

BCA

Brian Church Architecture
 507 South Cedros Avenue
 Solana Beach, CA 92075
 (858) 795.3437

HOYERMAN RESIDENCE NOT FOR CONSTRUCTION

FAR

710 SOLANA, CIRCLE WEST SOLANA BEACH



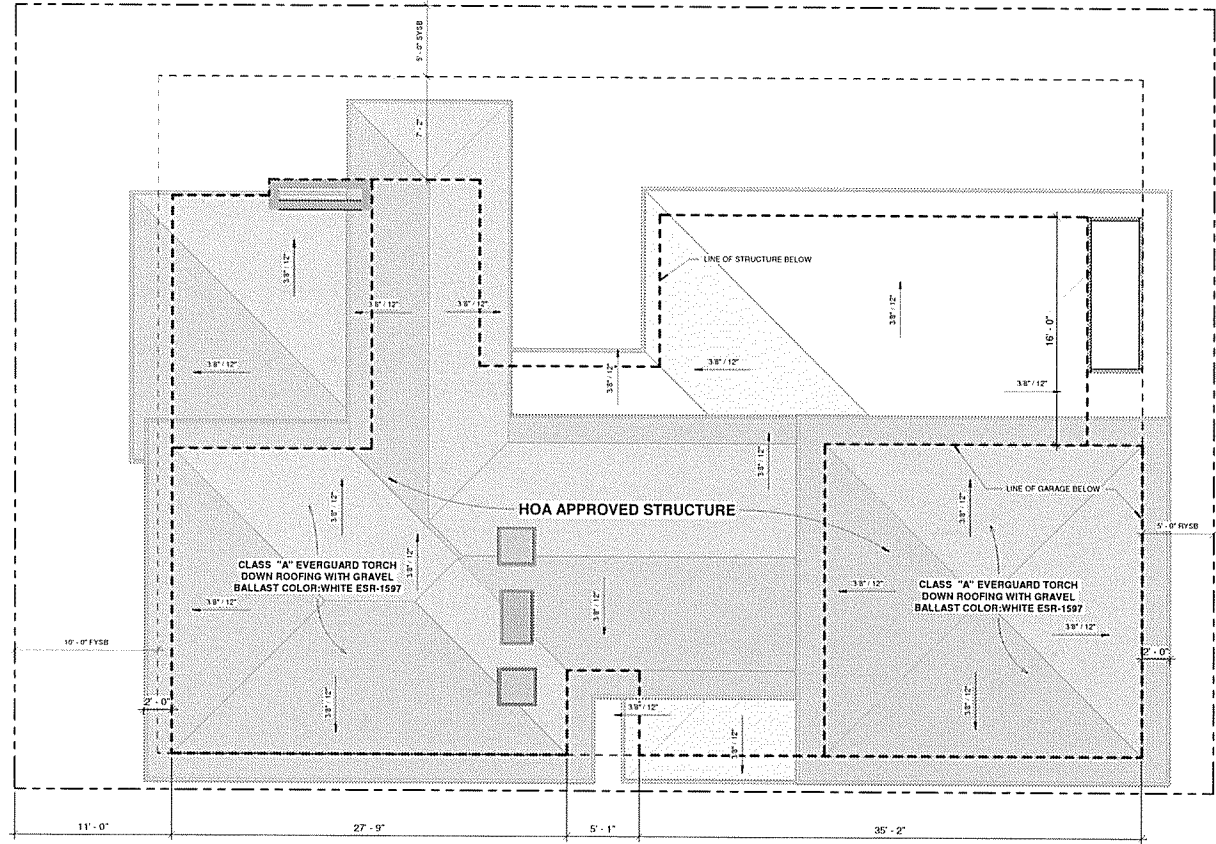
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DATE: 10/28/19

SHEET

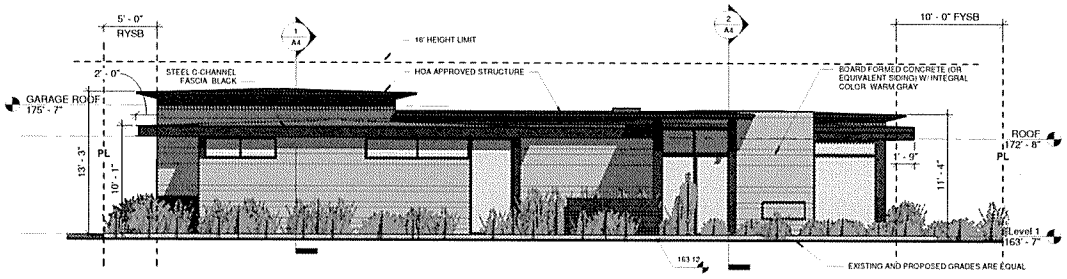
A1.1

OF

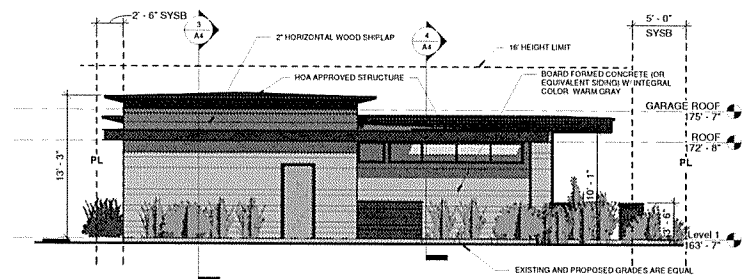


ROOF PLAN
 1/4" = 1'-0"

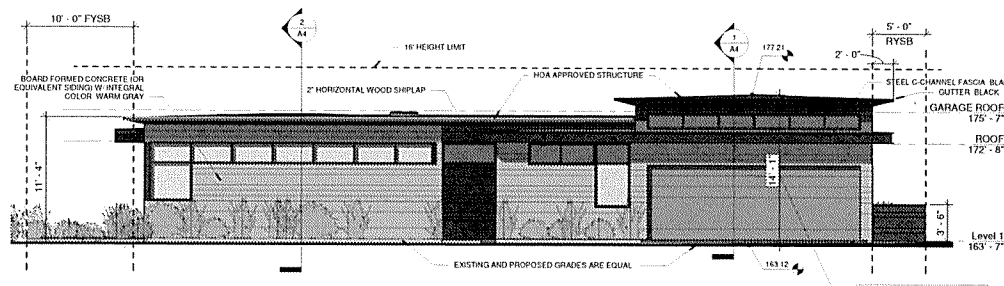
<small>REVISIONS</small> <small>NO. 1</small> <small>DATE</small> <small>BY</small>	<small>SUBMITTALS/</small> <small>REVISIONS</small>
	<small>Brian Church Architecture</small> <small>507 South Cedar Avenue</small> <small>Solana Beach, CA 92075</small> <small>(858) 793-3437</small>
	<small>HOVERMAN RESIDENCE</small> <small>770 SOLANA CIRCLE WEST SOLANA BEACH</small>
	<small>NOT FOR CONSTRUCTION</small> <small>ROOF PLAN</small>
	<small>ALYNNE ARCHITECT</small> <small>10155 GARDEN VIEW</small> <small>LA JOLLA, CA 92037</small> <small>DATE: 10/28/19</small> <small>BY: [Signature]</small>
	<small>SCALE: 1/4" = 1'-0"</small> <small>DATE: 10/28/19</small> <small>SHEET</small>
	<small>A2</small> <small>OF</small>



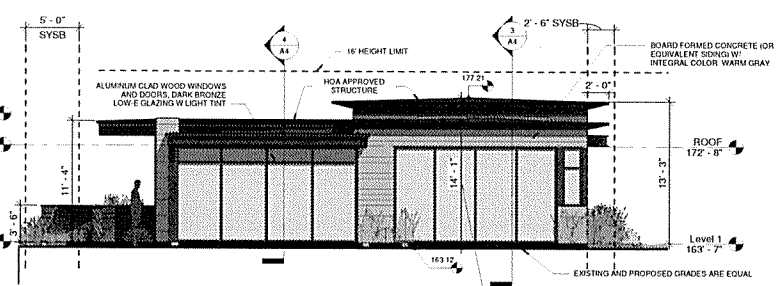
NORTH ELEVATION
3/16" = 1'-0"



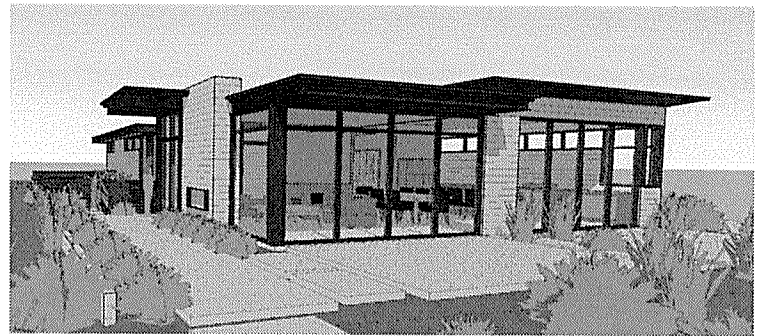
EAST ELEVATION
3/16" = 1'-0"



SOUTH ELEVATION
3/16" = 1'-0"



WEST ELEVATION
3/16" = 1'-0"



PERSPECTIVE

SUBMITTALS/
REVISIONS

BCA

Brian Church, Architecture
507 South Cedros Avenue
Solana Beach, CA 92075
(858) 793-3437

NOT FOR CONSTRUCTION

HOVERMAN RESIDENCE
710 SOLANA CIRCLE WEST SOLANA BEACH

ENGINEER
ARCHITECT
BRIAN CHURCH
CALIFORNIA
005021

SCALE: 3/16" = 1'-0"
DATE: 10/28/19

SHEET
A3
OF

ELEVATIONS

11/22/2018 10:04 AM
SUBMITTALS/ REVISIONS

BCA

Brian Church Architecture
507 South Central Avenue
Solana Beach, CA 92075
(858) 793-3437

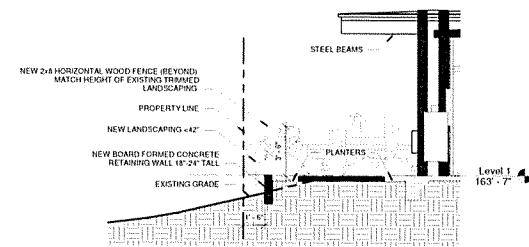
NOT FOR CONSTRUCTION

HOVERMAN RESIDENCE
710 SOLANA CIRCLE WEST, SOLANA BEACH

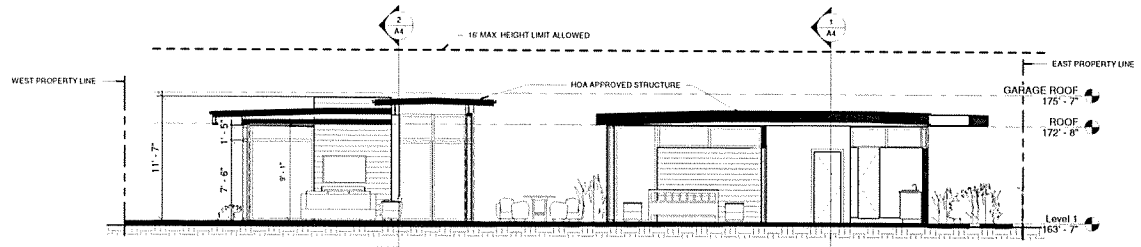
REGISTERED ARCHITECT
BRIAN CHURCH
0950021

SCALE: As shown
DATE: 10/28/19
SHEET

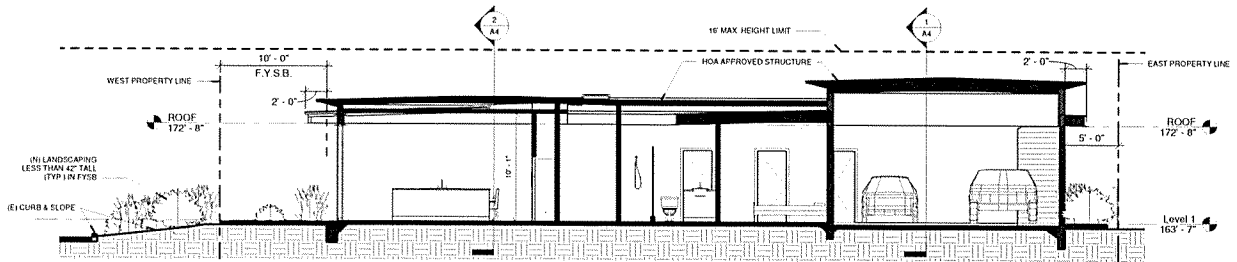
A4
OF



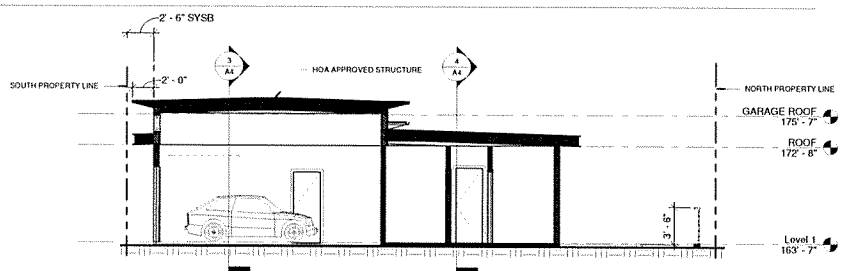
5
A4
LANDSCAPE WALL
1/4" = 1'-0"



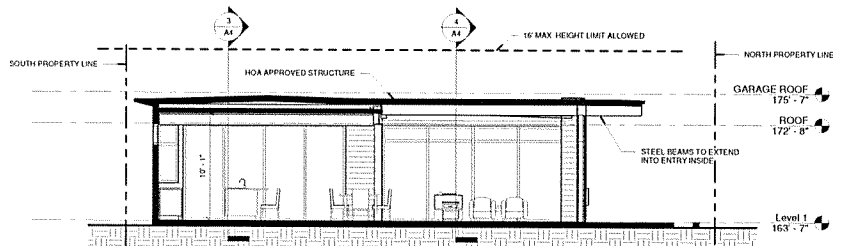
4
A4
3/16" = 1'-0"



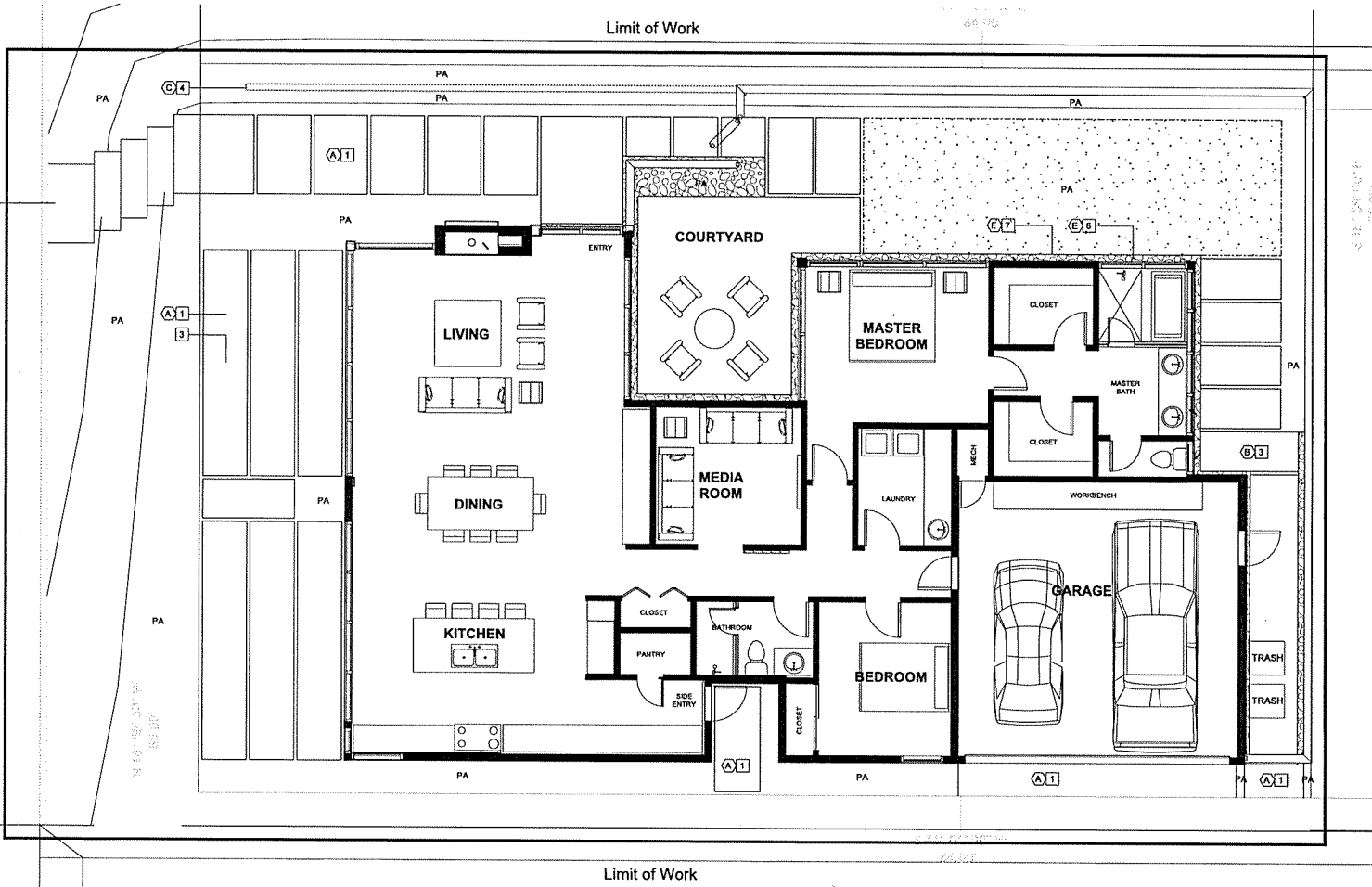
3
A4
3/16" = 1'-0"



1
A4
3/16" = 1'-0"



2
A4
3/16" = 1'-0"



- Notes**
- Total irrigated area shown on these drawings is 1,500 s.f. (.04 acres). All landscape and irrigated areas shown on these drawings are to be privately maintained.
 - Root Barrier: Install root control barrier when tree rootballs are five feet or closer to curb, pavement, drain structure, or wall. Install only on side of rootball adjacent to landscape element at minimum 10-foot length, centered on tree trunk.
 - Incorporate compost at a rate of at least four cubic yards per 1,000 square feet to a depth of six inches into landscape area (unless contraindicated by a soils test).
 - A minimum of 3" of mulch will be applied on all exposed soil surfaces in each landscaped area except turf, decorative gravel areas, creeping or rooting ground covers and direct seeding applications where mulch is contraindicated.
 - At the time of final inspection, the permit applicant must provide the owner of the property with a certificate of completion, certificate of installation, irrigation schedule and a schedule of landscape and irrigation maintenance.
 - I am familiar with the requirements for landscape and irrigation plans contained in the City of Solana Beach's Landscape Manual and Water Efficient Landscape Regulations. I have prepared this plan in compliance with those regulations and the Landscape Manual and agree to comply with all requirements when submitting construction documents. I certify that the plan implements those regulations to provide efficient use of water.
 - Landscape and irrigation indicated on these plans shall be maintained by the home owner.
 - All planting areas shall have minimum 2% grade away from structures and terminating in an approved drainage system.

Construction Materials and Finish Schedule

Symbol	Item	Description, Color And Finish
(A)	Concrete Paving	Integral Color Color: TBD Finish: #3 Top Cast or similar
(B)	Concrete Paving	Integral Color Color: TBD Finish: #3 Top Cast or similar
(C)	Wall	Refer to Architect's documents
(D)	Decorative fence and gate	Refer to Architect's documents
(E)	Decorative Gravel	Color / Size: TBD
(F)	Metal edging	Color: TBD

Construction Key Notes

Symbol	Description
1	Concrete Paving
2	Concrete Steps
3	Hand-tooled Joint
4	Wall
5	Decorative fence and gate
6	Decorative Gravel
6	Metal edging

Construction Legend

Symbol	Description
CL	Centerline
EQ	Equal
PA	Planting Area
EPA	Existing Planting Area
POB	Point of Beginning
PCR	Point of Curb Return
PT	Point of Tangency
PL	Property Line
---	Approximate line of interface Between Existing and New Paving
~	Align with Adjacent Surface
⊥	Align Perpendicular
---	Expansion Joint with Sealant

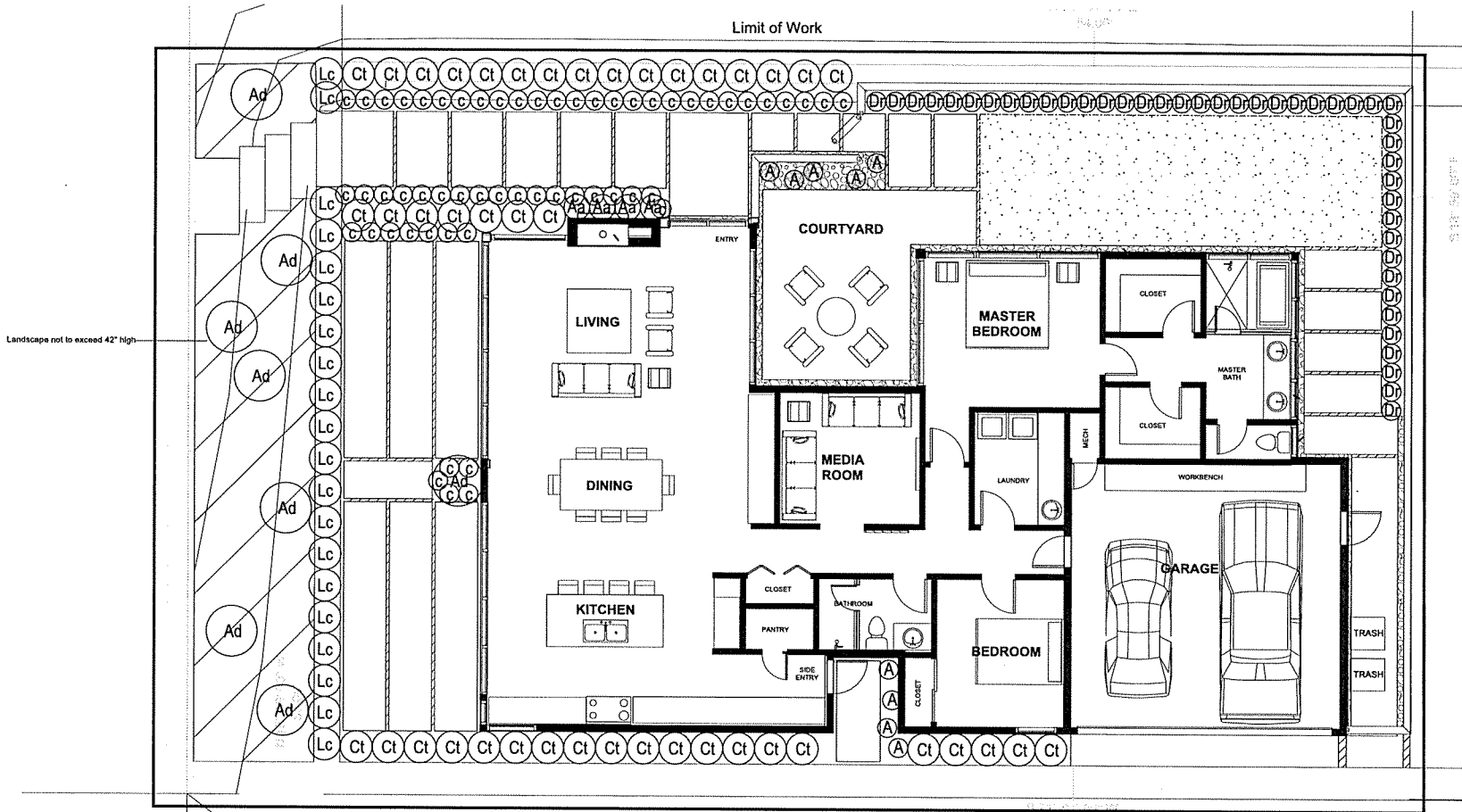


BUREAU OF PERMITS
 SUBMITTALS / REVISIONS
 1. 05/17/18
 2. 05/17/18
 3. 05/17/18
 4. 05/17/18
 5. 05/17/18
 6. 05/17/18
 7. 05/17/18
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 98. 05/17/18
 99. 05/17/18
 100. 05/17/18

BCA
 Brian Church
 Architecture
 330 S. Cedros Ave
 Solana Beach, CA 92075
 (858) 793-3437

Hoverman Residence
 Landscape Construction Plan
NOT FOR CONSTRUCTION

710 SOLANA CIRCLE WEST, SOLANA BEACH
BRIAN CHURCH
 ARCHITECT
 05/17/18
 SCALE: 1/8"=1'-0"
 DATE: 05/17/18
 SHEET
L-1



- Notes**
- Total irrigated area shown on these drawings is 1,500 s.f. (04 acres). All landscape and irrigated areas shown on these drawings are to be privately maintained.
 - Root Barrier: Install root control barrier when tree rootballs are five feet or closer to curb, pavement, drive structure, or wall.
 - Install only on side of rootball adjacent to landscape element at minimum 10-foot length, centered on tree trunk.
 - Incorporate compost at a rate of at least four cubic yards per 1,000 square feet to a depth of six inches into landscape area (unless contraindicated by a soils test).
 - A minimum of 3" of mulch will be applied on all exposed soil surfaces in each landscaped area except turf, decorative gravel areas, creeping or rooting ground covers and direct seeding applications where mulch is contraindicated.
 - At the time of final inspection, the permit applicant must provide the owner of the property with a certificate of completion, certificate of installation, irrigation schedule and a schedule of landscape and irrigation maintenance.
 - I am familiar with the requirements for landscape and irrigation plans contained in the City of Solana Beach's Landscape Manual and Water Efficient Landscape Regulations. I have prepared this plan in compliance with those regulations and the Landscape Manual and agree to comply with all requirements when submitting construction documents. I certify that the plan implements those regulations to provide efficient use of water.
 - Landscape and irrigation indicated on these plans shall be maintained by the home owner.
 - All planting areas shall have minimum 2% grade away from structures and terminating in an approved drainage system.

Plant Legend **Limit of Work**

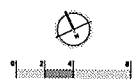
Shrubs, Perennials, and Annuals

Symbol	Spacing	Botanical name	Common Name	Size	Quantity	WUCOLS IV Value (P.F.)
Ad	4'-0" O.C.	Agave desertiana	Smooth Agave	5 gal	8	Low (0.3)
A	1'-6" O.C.	Agave Little Shark	Little Shark Agave	1 gal	9	Low (0.3)
Ad	2'-0" O.C.	Anigozanthos africanus 'Harmony Yellow'	Harmony Yellow Kangaroo Paw	5 gal	4	Moderate/Medium (0.6)
C	1'-6" O.C.	Carex divisa	European Grey Sedge	1 gal	57	Low (0.3)
C	1'-0" O.C.	Carissa divisa	European Grey Sedge	plants	450	Low (0.3)
Ct	2'-6" O.C.	Chondropetalum tectorum	Cape Rush	5 gal	43	Low (0.3)
Dr	1'-6" O.C.	Dianella r. Little Rav	Little Rav Flax Lily	5 gal	44	Low (0.3)
Di	8" O.C.	Dymondia margaretae	Silver Carpet	Flats	15	Low (0.3)
Lc	2'-6" O.C.	Leymus c. 'Canyon Prince'	Canyon Prince Wild Rye	5 gal	20	Low (0.3)

Turf

Symbol	Botanical name	Common Name	Size	Quantity	WUCOLS IV Value (P.F.)
[Pattern]	Paspalum vaginatum	Seashore Paspalum	Sod	325 sf	Moderate/Medium (0.6)

- Notes**
- The contractor shall verify all plant material quantities prior to plant installation. Plant material quantities are listed for the convenience of the contractor. Actual number of plant symbols shall have priority over quantities designated.
 - I am familiar with the requirements for landscape and irrigation plans contained in the Solana Beach Water Efficient Landscape Regulations. I have prepared this plan in compliance with those regulations and the Landscape Design Manual. I certify that the plan implements those regulations to provide efficient use of water. Under penalty of perjury, I affirm that the foregoing is true and correct.
 - A minimum of 3" of mulch will be applied on all exposed soil surfaces in each landscaped area except turf, decorative gravel areas, creeping or rooting ground covers and direct seeding applications where mulch is contraindicated.
 - Any cut slopes more than five feet in height and any fill slopes more than three feet in height must be stabilized with reinforced straw matting and planted to prevent erosion.
 - A complete agronomic soils test must be performed prior to planting & the recommended amendments reviewed by the professional of record prior to planting. The test must include pH, organic matter percentage, irrigation rate and a complete chemical analysis (NH4, NO3, N, P, K, Ca, Mg, SO4, Na, B, Cu, Zn, Mn, Fe). The following tests are also recommended: electrical conductivity (ECe), effective cation exchange (Ece) & sodium absorption ratio (SAR). Waypoint Analytical and Wallace Laboratories are the sources for this test.



SUBMITTALS / REVISIONS

NO.	DATE	DESCRIPTION

BCA
 Brian Church
 Architecture
 330 S. Cedros Ave
 Solana Beach, CA 92075
 (959) 793-3437

Hoverman Residence
 710 SOLANA CIRCLE WEST, SOLANA BEACH
Landscape Planting Plan
NOT FOR CONSTRUCTION



SCALE: 1/8"=1'-0"
 DATE: 05/17/18
 SHEET

L-3

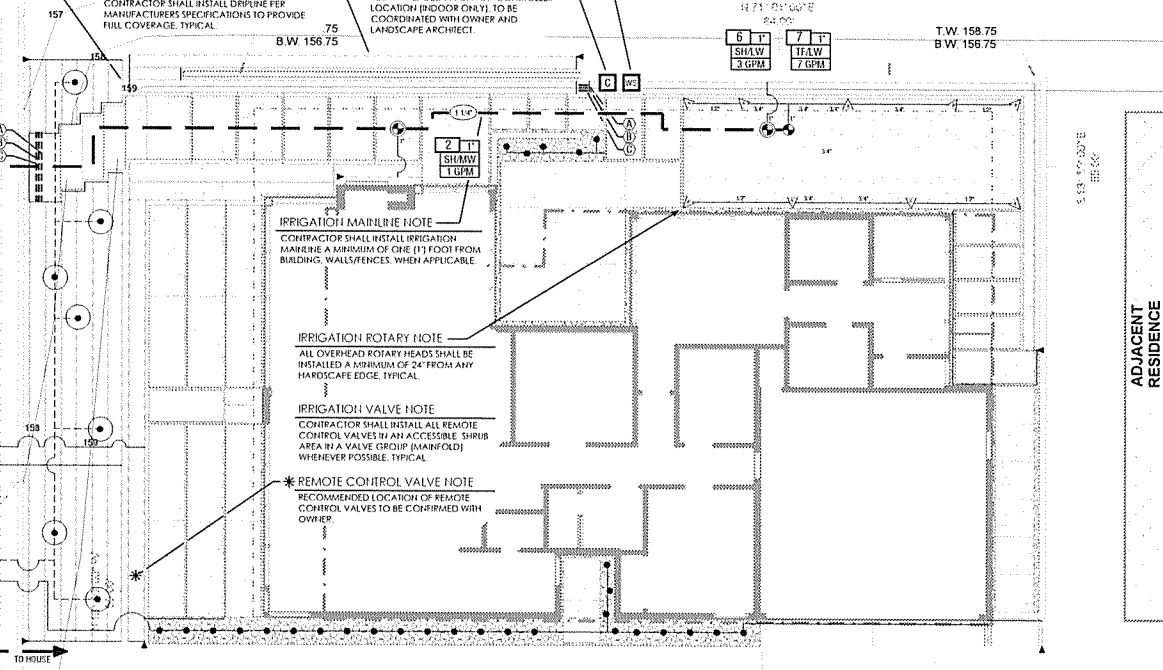
DRIPLINE INDICATOR STAKE
CONTRACTOR SHALL INSTALL A MINIMUM OF ONE (1) OPERATOR INDICATOR STAKE, EITHER POP-UP FLAG OR FOGGER/WATER TYPIC PER LEGEND FOR EACH DRIPLINE VALVE SYSTEM. TYPICAL INSTALL AT LEAST ONE (1) INDICATOR STAKE AT FURROWS/ HIGHEST POINT ON EACH SYSTEM PER MANUFACTURER'S RECOMMENDATIONS. TYPICAL

DRIPLINE LAYOUT NOTE
CONTRACTOR SHALL LAYOUT DRIPLINE TUBING PARALLEL WITH ANY SLOPE GRADE THAT MAY OCCUR. FOLLOW MANUFACTURER'S RECOMMENDATIONS AND DESIGN GUIDELINES. TYPICAL. DRIPLINE SPACING IS DIAGRAMMATIC. CONTRACTOR SHALL INSTALL DRIPLINE PER MANUFACTURER'S SPECIFICATIONS TO PROVIDE FULL COVERAGE. TYPICAL.

IRRIGATION WEATHER STATION
RECOMMENDED WIRELESS IRRIGATION WEATHER STATION LOCATION TO BE VERIFIED WITH MANUFACTURER'S RECOMMENDATIONS FOR OPTIMUM WEATHER DATA SENSING.
IRRIGATION CONTROLLER
RECOMMENDED IRRIGATION CONTROLLER LOCATION (INDOOR ONLY) TO BE COORDINATED WITH OWNER AND LANDSCAPE ARCHITECT.

NEW 2x8 HORIZONTAL WOOD FENCE (BEYOND). MATCH HEIGHT OF EXISTING TRIMMED LANDSCAPING.

WEST SOLANA CIRCLE



(E) DRIVEWAY

POINT OF CONNECTION
PLUMBER TO MAKE THE CONNECTION FROM DOMESTIC SERVICE LINE FOR LANDSCAPE IRRIGATION MAINLINE WITH SEPARATE SHUTOFF VALVE. CONTRACTOR SHALL SET PRESSURE REGULATOR FOR IRRIGATION AT THIS POINT. VERIFY FURROWS VALVE STATION (STA. 7) HAS ADEQUATE POP-UP PRESSURE AND THAT NO MISSING APPEARS FROM ALL HEADS. TYPICAL. ADJUST AS NECESSARY.

VALVE STATION DATA CHART

STATION NO.	PLANT TYPE	HYDROZONE	VALVE SIZE	FLOW (GPM)	PRECIP. RATE (IN/H)	AREA (SQ')	
1	SHRUBS	LOW	1"	4	2.88	437	
2	SHRUBS	MODERATE	1"	1	2.88	12	
3	SHRUBS	LOW	1"	2	2.88	57	
4	SHRUBS	LOW	1"	5	2.88	374	
5	SHRUBS	LOW	1"	1	2.88	21	
6	SHRUBS	LOW	1"	3	2.88	133	
7	TURF/GRASSES	LOW	1"	7	0.44	322	
						TOTAL	1,358

IRRIGATION NOTES

CONTRACTOR SHALL CONFORM TO AN 1881 (MODEL WATER EFFICIENT LANDSCAPE ORDINANCE) STANDARDS AND COMPLY WITH REQUIREMENTS.

CONTRACTOR SHALL MAKE ANY ADJUSTMENTS NECESSARY TO THE IRRIGATION SPRAY SYSTEM (NOZZLE ADJUSTMENT, PCS SCREENS) TO AVOID OVERSPRAY ONTO ANY HARDSCAPE (BUILDINGS, WALLS, FENCES, WALKS, ETC.) AND TO AVOID RUNOFF.

CONTRACTOR SHALL MAKE ANY ADJUSTMENTS NECESSARY TO THE IRRIGATION EMISSION SYSTEM (EMITTER FLOW ADJUSTMENT) TO AVOID RUNOFF IN CONJUNCTION WITH IRRIGATION RUNTIMES.

CONTRACTOR SHALL REFER TO SOILS REPORT AND EVALUATE EXISTING SITE CONDITIONS IN ORDER TO PROPERLY SCHEDULE IRRIGATION RUNTIMES.

M/VELO (AB 1881) NOTE

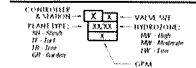
I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN PLANS.

THESE PLANS SHALL CONFORM TO THE STANDARDS AND GUIDELINES FURNISHED BY THE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (AB 1881). ANY DISCREPANCIES FOUND PRIOR TO OR UPON INSTALLATION PER THESE PLANS AND/OR PER FIELD CONDITIONS, SHALL BE BROUGHT TO THE ATTENTION OF THE IRRIGATION DESIGNER, LANDSCAPE ARCHITECT OR OWNER IMMEDIATELY SO THAT SAID ISSUES MAY BE ADDRESSED, AND AN ACCEPTABLE AND COMPLIANT SOLUTION CAN BE IMPLEMENTED.

PIPE SIZING LEGEND

SIZE	CL 200 PVC GPM (MAX)	SCH. 40 PVC GPM (MAX)
3/4"	10	7
1"	16	10
1 1/4"	28	20
1 1/2"	36	30
2"	55	50

VALVE STATION KEY



PIPE SLEEVING LEGEND

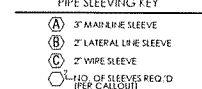
PIPE SIZE	SLEEVE SIZE
3/4" - 1"	2" SCH 40 PVC
1 1/4" - 1 1/2"	3" SCH 40 PVC
2"	4" SCH 40 PVC
2 1/2" - 4"	6" SCH 40 PVC

PVC PIPE SLEEVING SHALL BE THE PIPE SIZE THICK.

WIRE SLEEVE SIZE KG: 2" SCH 40 PVC
4" SCH 40 PVC

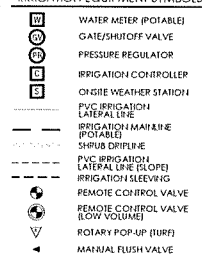
SLEEVING SHALL EXTEND AN MINIMUM OF ONE (1) FOOT PAST HARDWARE DEEP. (PIECE)

PIPE SLEEVING KEY



CONTRACTOR SHALL USE THE FOLLOWING SLEEVING KEY FOR ALL SLEEVING: (1) MAINLINE SLEEVE (2) LATERAL LINE SLEEVE (3) VALVE SLEEVE (4) HO. OF SLEEVES REQ'D (PER CALLOUT) (5) PVC TYPE (SCHEDULE) PER LEGEND ABOVE

IRRIGATION EQUIPMENT SYMBOLS



I have complied with the criteria of the ordinance and applied them for the efficient use of water in the landscape design plans.
[Signature] 4/10/2019
DATE

Under Ground Service Area
CALL TOLL FREE 1-800-422-4133
TWO WORKING DAYS BEFORE YOU DIG

P.O.C. SYSTEM 'A' - POTABLE WATER SERVICE

WATER INFORMATION: SANTA FE WATER DISTRICT
9201 REA DEL CIELO
RANCHO SANTA FE, CA 92087
CONTACT: (858) 756-2424

METER SIZE	FLOW (GPM)
1" (4000 GPM)	17 (4000 GPM)
1.5" (7000 GPM)	30 (7000 GPM)
2" (10000 GPM)	45 (10000 GPM)

DESIGN WATER PRESSURE: 50 PSI
MAXIMUM DESIGN FLOW: 15 GPM
TOTAL LANDSCAPED AREA: 1,358 SQ. FT. (10,000 SQ. FT. MAX)

CONTRACTOR SHALL VERIFY THE WATER METER SIZE AND STATIC WATER PRESSURE PRIOR TO PERFORMING ANY IRRIGATION WORK, AS WELL AS VERIFY ALL IRRIGATION EQUIPMENT AT THE POINT OF CONNECTION (P.O.C.) SERVING THIS SCOPE OF WORK. CONTRACTOR SHALL VERIFY ALL IRRIGATION P.O.C. EQUIPMENT IS IN PROPER WORKING ORDER UPON INSTALLATION OF IRRIGATION SHOWN ON THESE PLANS. ALL IRRIGATION DEVICES SHALL CONFORM TO ANY STANDARDS AND GUIDELINES SET FORTH BY THE LOCAL GOVERNING AGENCY.

P.O.C. SYSTEM 'A' - IRRIGATION CONTROLLER

CONTROLLER MODEL WEATHERMATIC SL SERIES
IF INSTALL NEW WEATHERMATIC SL SERIES IRRIGATION CONTROLLER IN A LOCKABLE OUTDOOR WALL MOUNT ENCLOSURE, WITH SOLAR SENS. (EPIRAN/PREEITE) TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
CONTROLLER NOTE:
INSTALLATION OF CONTROLLER SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. THE CONTRACTOR SHALL VERIFY THE CONTROLLER, WEATHER STATION, AND ALL ITS COMPONENTS, ARE IN PROPER OPERATING ORDER PRIOR TO ANY IRRIGATION SYSTEM WALK-THRU AND COVERAGE TEST.

IRRIGATION GENERAL NOTES

- CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION**
- IRRIGATION HEADS/EMITTER DEVICES**
LOCATE ALL HEADS 24 INCHES FROM BUILDINGS, WALLS, FENCES, WALKWAYS, AND ANY OTHER PERMISSIBLE SURFACE, IN ORDER TO PREVENT OVERSPRAY AND RUNOFF, WHICH CONTRIBUTE TO SYSTEM INEFFICIENCY. IRRIGATION EMISSION DEVICES SHALL BE ADJUSTED IN THE FIELD IN ORDER TO PREVENT OVERSPRAY AND RUNOFF. LOCATE FIRST POINTS OF SUBSURFACE DRIPLINE TWO (2) INCHES FROM HARDSCAPES AND FOUR (4) INCHES FROM SOFTSCAPES. AT AN EVEN DEPTH UP TO SIX (6) INCHES. REFER TO SOILS REPORT FOR TEXTURE AND VERIFY DRIPLINE INTERVAL, ROW SPACING, AND EMITTER FLOW RATE ARE PER MANUFACTURER'S SPECIFICATIONS FOR SPECIFIC SOIL TYPE. ANCHOR DRIPLINE WITH SOL STAKES EVERY FOUR (4) FEET O.C.
 - VALVE BOX LOCATIONS**
VALVE BOXES SHALL BE LOCATED OUT OF PRIMARY VISUAL AREAS, AND IN SHRUB AREAS WHENEVER POSSIBLE. LOCATION SHALL BE ACCESSIBLE FOR MAINTENANCE PURPOSES AND WITHIN CORRESPONDING MAINTENANCE AREA. COORDINATE LOCATION WITH LANDSCAPE ARCHITECT.
VALVE BOXES SHALL BE INSTALLED 1" ABOVE FINISHED GRADE IN TURF AREAS AND 2" ABOVE FINISHED GRADE IN GROUP COVER/SHRUB AREAS.
 - SPARE VALVE WIRES**
CONTRACTOR SHALL RUN EXTRA VALVE WIRES, AND ONE COMMON WIRE, FOR EACH TRIGGERED VALVE STATION FROM IRRIGATION CONTROLLER TO THE END OF EACH IRRIGATION MAINLINE RUN IN AND INSTALL IN A ROUND VALVE BOX STAMPED SW.
THE CONTRACTOR SHALL RUN A MINIMUM OF FOUR (4) SPARE WIRES AT THE END OF EACH IRRIGATION MAINLINE RUN. SPARE WIRES SHALL BE OF A DIFFERENT COLOR TO DIFFERENTIATE FROM VALVES IN USE, AND SHALL BE INSTALLED, WITH COMMON WIRE, IN A ROUND VALVE BOX MARKED SW.
 - IRRIGATION PIPE SIZING**
ALL PIPE SIZING CALLOUTS ARE REFERRED TO IN INCHES PER PIPE SIZE LEGEND ON SHEET. ALL PIPE SIZING BETWEEN CALLOUTS SHALL BE OF SAME SIZE AS CALLOUTS.
 - MULCH**
CONTRACTOR SHALL PROVIDE 3" MULCH COVER IN SHRUB AREAS. REFER TO PLANTING PLANS FOR SPECIFIC MULCH TYPE.
 - MAINLINE AND LATERAL LINES**
FOR ANY SLOPE 3:1 OR FLATTER, PVC MAINLINE AND LATERAL LINES SHALL BE BURIED, FOR SLOPES STEEPER THAN 3:1, OH-GRADE PIPE (BVP) SHALL BE SPECIFIED. #4 OF REPAIR JOINTS SHALL BE USED FOR OH-GRADE PIPE. INSTALL EVERY TEN (10) FEET MAXIMUM.
 - IRRIGATION STREET SLEEVING**
THE CONTRACTOR SHALL AS-BUILT THE STATION NUMBER FOR ALL SLEEVING IN THE STREET ON THE AS-BUILT RECORD PLANS.
 - IRRIGATION LAYOUT NOTE**
THESE PLANS ARE DIAGRAMMATIC. THE IRRIGATION MAINLINE, LATERAL LINES, VALVES AND OTHER IRRIGATION COMPONENTS ARE SHOWN FOR CLARITY AND SHALL BE INSTALLED IN ACCORDANCE WITH THE SCOPE OF WORK, PREFERABLY SHRUB AREAS, WHERE APPLICABLE, UNLESS OTHERWISE NOTED. CONTRACTOR SHALL PROVIDE THE OWNER WITH AS-BUILT RECORDING AND CONTACT LOCATION OF INSTALLED IRRIGATION EQUIPMENT AND ITS COMPONENTS EVERY 30 DAYS OF COMPLETION OF PROJECT.
 - IRRIGATION SOILS REPORT NOTE**
CONTRACTOR SHALL REFER TO SOILS REPORT AND EVALUATE EXISTING SITE CONDITIONS IN ORDER TO PROPERLY SCHEDULE IRRIGATION RUNTIMES.
 - IRRIGATION INSTALLATION NOTE**
CONTRACTOR SHALL FLUSH ALL PIPING SYSTEMS PRIOR TO INSTALLING NOZZLES, AND DRIPLINES AT FLUSH VALVES, IN ORDER TO REMOVE ANY DIRT AND DEBRIS THAT MAY AFFECT OVERALL SYSTEM PERFORMANCE.
 - IRRIGATION PRESSURIZED MAINLINE**
THE CONTRACTOR SHALL PERFORM AN OPERATIONAL PRESSURE TEST PRIOR TO BACKFILLING IRRIGATION LINES AND/OR COMPONENTS WITH ANY LOCAL AGENCY TESTS THAT MAY BE REQUIRED BY LOCAL CODE. REFER TO SOILS REPORT PRIOR TO BACKFILLING SOIL. COMPACTOR TO ENSURE SPECIFIC SOIL RECOMMENDATIONS ARE FOLLOWED.

BCA
Brian Church Architecture
330 S. Cedros Ave Solana Beach, CA 92075
(858) 793-3437

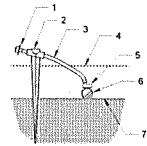
IRRIGATION PLANS
NOT FOR CONSTRUCTION

Hoverman Residence
710 SOLANA CIRCLE WEST, SOLANA BEACH

BRIAN CHURCH
STATE OF CALIFORNIA
REGISTERED LANDSCAPE ARCHITECT
NO. 20037
EXPIRES 09/30/27

SCALE: 1" = 1'-0"
DATE: 05/17/18
SHEET

LI-1

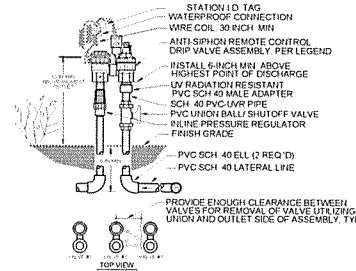


- 1) CUP CAP
- 2) UNIVERSAL TUBING STAKE
- 3) 1/4" DISTRIBUTION TUBING (LENGTH AS REQUIRED)
- 4) TOP OF MULCH (MULCH REQUIREMENT PER CITY STANDARD)
- 5) SINGLE OUTLET BARB INLET X BARB OUTLET PER LEGEND
- 6) 1/2" POLYETHYLENE TUBING
- 7) FINISH GRADE

NOTES
 1 USE PROPER TOOL TO INSERT BARB CONNECTOR DIRECTLY INTO 1/2" POLYETHYLENE TUBING
 2 SHOULD THE EMITTER BECOME DISLOGGED UNREGULATED FLOW WILL OCCUR
 3 CONTRACTOR SHALL MAKE ANY ADJUSTMENTS REGARDING EMITTER FLOW RATES AS REQUIRED NOT TO EXCEED DESIGN PARAMETERS

EMITTER DETAIL
 SECTION VIEW - NOT TO SCALE

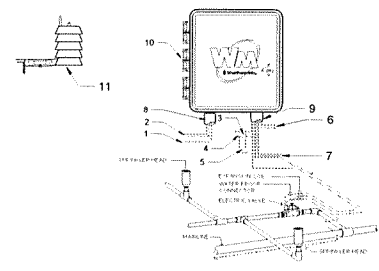
(G)



NOTES
 1 ANTI-SIPHON VALVE(S) SHALL BE INSTALLED A MIN. OF 12" ABOVE HIGHEST OUTLET ON VALVE CIRCUIT, OR PER LOCAL CODE REQUIREMENT
 2 USE TEFLON TAPE ON PVC THREADING AND BETWEEN TWO DISSIMILAR MATERIALS
 3 THE USE OF MARLEX STREET ELLS ARE NOT ALLOWED IN PLACE OF PVC SCH 40 STREET ELLS

ANTISIPHON REMOTE CONTROL VALVE
 SECTION VIEW - NOT TO SCALE

(D)

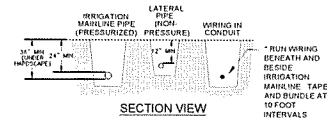


- 1) GROUND WIRE
- 2) POWER SUPPLY WIRES
- 3) MASTER VALVE WIRE (OPTIONAL)
- 4) COMMON NEUTRAL WIRE
- 5) PUMP CIRCUIT WIRES (OPTIONAL)
- 6) RAIN STAT WIRES (OPTIONAL)
- 7) VALVE CONTROL WIRES - ONE PER VALVE
- 8) CONDUIT 1/2" A.C.
- 9) CONDUIT 2 1/4" A.C.
- 10) WALL MOUNT CONTROLLER
- 11) SLWS WEATHER STATION - WIRELESS

IRRIGATION CONTROLLER
 ANGLE VIEW - NOT TO SCALE

(A)

- NOTES**
 1 SLEEVE BELOW ALL HARDSCAPE ELEMENTS WITH CLASS 200 PVC TWICE THE DIAMETER OF THE PIPE OR WIRE BUNDLE WITHIN
 2 FOR PIPE AND WIRE BURIAL DEPTHS SEE SPECIFICATIONS REFER TO ALL LOCAL AND COVERING AGENCY TRENCHING GUIDELINES AND REQUIREMENTS AND APPLY AS REQUIRED
 3 ALL SOLEFIT WELD PLASTIC PIPING TO BE DIAMED IN TRENCH FOR WIRE WID CONDUIT - THE 2 1/4" HIGH (2 1/4") LOOP IN ALL WIRING AT CHANGES OF DIRECTION OF 90 DEGREES OR GREATER 1/4" AFTER ALL CONNECTIONS HAVE BEEN MADE
 5 TRENCHING SHALL BE KEPT AT A MINIMUM OF SIX (6) INCHES AWAY FROM HARDSCAPE



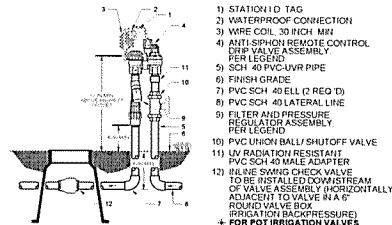
SECTION VIEW



SECTION VIEW

TRENCHING DETAIL
 SECTION VIEW - NOT TO SCALE

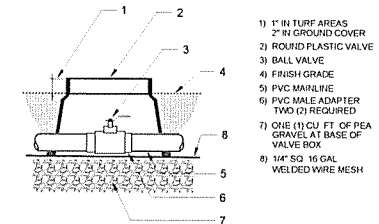
(H)



NOTES
 1 ANTI-SIPHON VALVE(S) SHALL BE INSTALLED A MIN. OF 12" ABOVE HIGHEST OUTLET ON VALVE CIRCUIT, OR PER LOCAL CODE REQUIREMENT
 2 USE TEFLON TAPE ON PVC THREADING AND BETWEEN TWO DISSIMILAR MATERIALS
 3 THE USE OF MARLEX STREET ELLS ARE NOT ALLOWED IN PLACE OF PVC SCH 40 STREET ELLS
 4 CLOSE NIPPLES OR BUSHINGS ARE NOT ALLOWED

ANTISIPHON REMOTE CONTROL VALVE (LOW VOLUME ASSEMBLY)
 SECTION VIEW - NOT TO SCALE

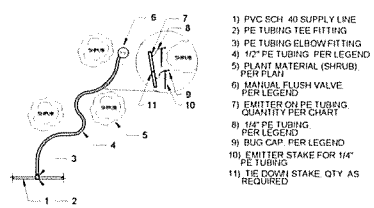
(E)



1 ALL THREADED CONNECTIONS TO BE WRAPPED WITH TEFLON TAPE OR EQUAL

GATE VALVE/SHUTOFF VALVE
 SECTION VIEW - NOT TO SCALE

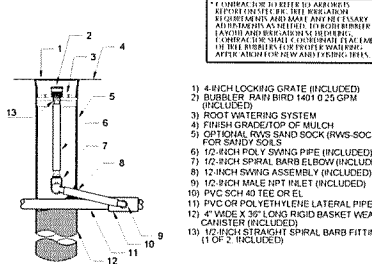
(B)



NOTES
 1 1/4" DISTRIBUTION TUBING NOT TO EXCEED THREE (3) FROM 1/2" OR 3/4" SUPPLY PE TUBING
 2 USE HOLE PUNCH TO CONNECT BARB TO 1/2" OR 3/4" SUPPLY LINE
 3 DO NOT EXCEED 100' 20PH EMITTERS PER 1/2" PE TUBING RUN
 4 INSTALL TWO (2) GALVANIZED STAKES OVER EACH OTHER IN 'X' PATTERN AT EVERY TEE OR WHERE CHANGE OF DIRECTION OCCURS

SUPPLEMENTAL DRIP LAYOUT
 ANGLE VIEW - NOT TO SCALE

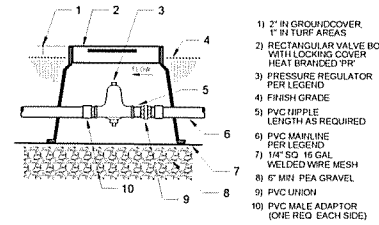
(I)



NOTES
 1 INSTALL PRODUCT SO THAT THE GRATE IS EVEN WITH FINISH GRADE OR TOP OF MULCH
 2 SAND SOCK (RWS-SOCK) IS 3' IN LENGTH TO COVER MESH BASKET AREA
 3 WHEN INSTALLING IN EXTREMELY HARD OR CLAY SOILS ADD 1/2" GRAVEL UNDER AND AROUND THE UNIT TO ALLOW FASTER WATER INFILTRATION AND ROOT PENETRATION
 4 ONCE RWS HAS BEEN INSTALLED FILL THE BASKET WITH PEA GRAVEL BEFORE LOCKING LID

DEEP ROOT TREE WATERING
 PLAN VIEW - NOT TO SCALE

(F)



NOTES
 1 ALL THREADED CONNECTIONS TO BE WRAPPED WITH TEFLON TAPE OR EQUAL

PRESSURE REGULATOR
 SECTION VIEW - NOT TO SCALE

(C)



SUBMITTALS & REVISIONS
 PROJECT #2024-00000000
 2024-11-15 10:00 AM

BCA
 Brian Church
 Architecture
 330 S. Cedros Ave
 Solana Beach, CA 92075
 (858) 793-3437

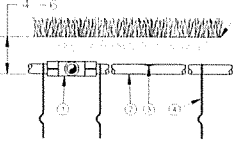
Hoverman Residence
 710 SOLANA CIRCLE WEST, SOLANA BEACH

BRIAN CHURCH
 ARCHITECT
 2024-11-15

SCALE: 1/4" = 1'-0"
 DATE: 05/17/18
 SHEET

LI-2

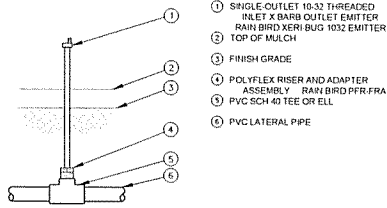
IRRIGATION DETAILS
 NOT FOR CONSTRUCTION



- NOTES
- 1 PLACE THE DOWN STAKES EVERY THREE FEET IN SAND FOUR FEET W/ DAM AND FIVE FEET W/ CLAP
 - 2 AT FITTINGS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS USE THE DOWN STAKES ON EACH LEG OF THE CHANGE OF DIRECTION
 - 3 INSERTION FLOW AND TRENCHED INSTALLATIONS DO NOT REQUIRE THE DOWN STAKES

SUB-SURFACE DRIPLINE BURIAL
SECTION VIEW - NOT TO SCALE

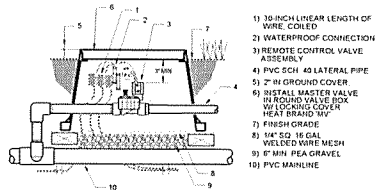
(H)



- NOTE
- 1 RAIN BIRD XERI-BUG 10-32 THREADED INLET X BARB OUTLET EMITTERS ARE AVAILABLE IN THE FOLLOWING MODELS
XB-62PC-1032 10 GPH
XB-10PC-1032 10 GPH
XB-20PC-1032 20 GPH

EMITTER ON POLYFLEX RISER
SECTION VIEW - NOT TO SCALE

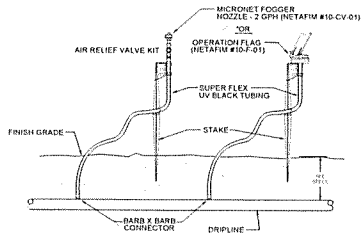
(E)



- NOTES
- 1 USE TEFLON TAPE FOR ALL THREADED CONNECTIONS OR EQUAL
 - 2 EXPANSION CUBIC WIRE SHALL WRAP AROUND 1/2" DIA. PIPE 12 TIMES
 - 3 BURNED AND TAPE WIRE TO PIPE

MASTER VALVE
SECTION VIEW - NOT TO SCALE

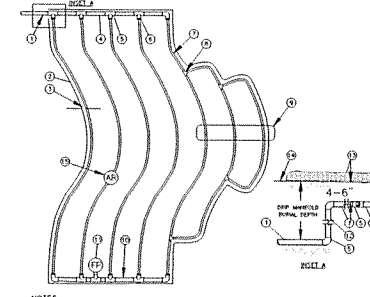
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- NOTE TO DESIGNER
- 1 LOCATE INDICATOR STAKE AT THE FARTHEST AND/OR HIGHEST POINT ON THE ZONE

DRIPLINE OPERATION INDICATOR STAKE
SECTION VIEW - NOT TO SCALE

(G)



- NOTES
- 1 DISTANCE BETWEEN LATERAL ROWS AND EMITTER SPACING TO BE BASED ON SOIL TYPE, PLANT MATERIALS AND CHANGES IN ELEVATION. SEE INSTALLATION SPECIFICATIONS OR RAIN BIRD WEB SITE (WWW.RAINBIRD.COM) FOR SUGGESTED SPACING
 - 2 LENGTH OF LONGEST DRIPLINE LATERAL SHOULD NOT EXCEED THE MAXIMUM SPACING SHOWN IN THE ACCOMPANYING TABLE
 - 3 INSTALL AIR RELIEF VALVE AT HIGH POINTS IN DRIP LATERAL

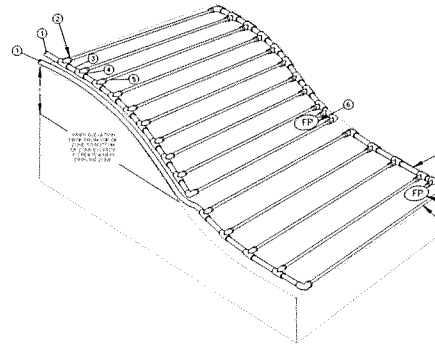
DRIPLINE LAYOUT
ANGLE VIEW - NOT TO SCALE

(A)

- 1 PVC SUPPLY PIPE FROM RAIN BIRD CONTROL ZONE KIT (SIZED TO MEET LATERAL FLOW DEMAND)
- 2 PERIMETER OF AREA
- 3 PERIMETER DRIPLINE PIPE TO BE INSTALLED 2"-4" FROM PERIMETER OF AREA
- 4 PVC SUPPLY MANIFOLD
- 5 PVC SCH 40 TEE OR EL (TYPICAL)
- 6 BARB X MALE FITTING
- 7 RAIN BIRD XFD-MA FITTING (TYPICAL)
- 8 SUB-SURFACE DRIPLINE
- 9 RAIN BIRD XFD-MA FITTING (TYPICAL)
- 10 POTABLE XFS DRIPLINE
- 11 NON POTABLE XFS DRIPLINE
- 12 BARB X BARB INSERT TEE
- 13 RAIN BIRD XFD-TEE (TYPICAL)
- 14 TOTAL LENGTH OF SELECTED DRIPLINE SHOULD NOT EXCEED LENGTH SHOWN IN TABLE
- 15 PVC FLUSH HEADER
- 16 FLUSH POINT
- 17 SEE RAIN BIRD XFS DETAILS FOR FLUSH POINT INSTALLATION
- 18 PVC RISER PIPE
- 19 TURF OR MULCH
- 20 FINISH GRADE
- 21 AIR RELIEF VALVE
- 22 RAIN BIRD ARV-12. SEE RAIN BIRD XFS DETAILS FOR ARV-12 INSTALLATION

#FT	XFS Dripline Maximum Lateral Lengths (Feet)		
	1/2" Spacing	18" Spacing	24" Spacing
25	275	155	114
30	314	183	134
35	352	202	147
40	389	222	161
50	477	269	192
60	564	316	223

WHICH VARIETY FROM PERCENT THROUGH WITH EQUAL PERFORMANCE. OUR SPECIAL IS RECOMMENDED THAT STAINLESS STEEL CLAMPS BE INSTALLED ON EACH FITTING.



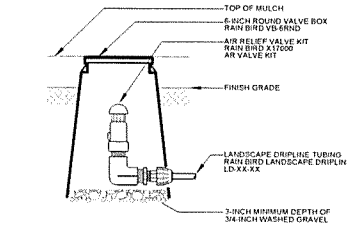
DRIPLINE LAYOUT
ANGLE VIEW - NOT TO SCALE

(B)

- 1 PVC DRIP MANIFOLD FROM RAIN BIRD CONTROL ZONE VALVE KIT (SIZED TO MEET LATERAL FLOW DEMAND)
- 2 BARB X MALE FITTING
- 3 RAIN BIRD XFD-MA FITTING (TYPICAL)
- 4 PVC SUPPLY HEADER
- 5 PVC SCH 40 TEE OR EL (TYPICAL)
- 6 SUB-SURFACE DRIPLINE
- 7 RAIN BIRD XFD-MA FITTING (TYPICAL)
- 8 POTABLE XFS DRIPLINE
- 9 FLUSH POINT. SEE RAIN BIRD XFS DETAILS FOR FLUSH POINT INSTALLATION
- 10 PVC FLUSH HEADER

- NOTES
- 1 DISTANCE BETWEEN LATERAL ROWS AND EMITTER SPACING TO BE BASED ON SOIL TYPE, PLANT MATERIALS AND CHANGES IN ELEVATION. DISTANCE BETWEEN LATERAL ROWS FOR BOTTOM 1/3 OF SLOPE TO BE SPACED GREATER THAN OTHER ROW DISTANCE. SEE RAIN BIRD XFD DRIPLINE INSTALLATION GUIDE FOR SUGGESTED SPACING
 - 2 LENGTH OF LONGEST DRIPLINE LATERAL SHOULD NOT EXCEED THE MAXIMUM LENGTH SHOWN IN THE ACCOMPANYING TABLE
 - 3 WHEN ELEVATION CHANGE EXCEEDS 8 FEET IT IS RECOMMENDED THAT A NEW DRIPLINE ZONE BE CREATED
 - 4 WHEN USING 1/2" DIA. INSERT FITTINGS WITH DESIGN PRESSURE OVER 50 PSI IT IS RECOMMENDED THAT STAINLESS STEEL CLAMPS BE INSTALLED ON EACH FITTING

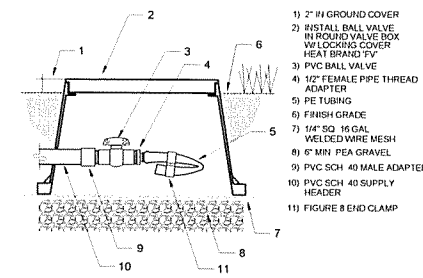
Pipe Pressure psi	1/2" Spacing		18" Spacing	
	Normal Flow Light	Normal Flow Light	Normal Flow Light	Normal Flow Light
20	182	136	254	215
30	269	205	402	337
40	352	274	548	458
50	439	342	694	579



- NOTES
- 1 USE WITH RAIN BIRD XFS SERIES OR LANDSCAPE DRIPLINE EMITTER TUBING WHEN INSTALLATION IS BELOW SOIL
 - 2 LOCATE AT THE HIGHEST POINT(S) OF THE DRIPLINE ZONE
 - 3 INSTALL THE VALVE IN AN EXHAUST HEADER OR A LIFT THAT RUNS PERPENDICULAR TO THE LATERAL ROWS TO ENSURE ALL ROWS OF THE DRIPLINE CAN TAKE ADVANTAGE OF THE AIR/VACUUM RELIEF VALVE
 - 4 RAIN BIRD RECOMMENDS XFS DRIPLINE WITH COPPER SHIELD FOR SUBSURFACE INSTALLATIONS, INCLUDING INSTALLATIONS UNDER TURF GRASS

AIR RELIEF VALVE
SECTION VIEW - NOT TO SCALE

(D)



- NOTES
- 1 ALL THREADED CONNECTIONS TO BE WRAPPED WITH TEFLON TAPE OR EQUAL

FLUSH VALVE
SECTION VIEW - NOT TO SCALE

(C)



SUBMITTALS INCLUDES:
1. 60% DESIGN APPROVAL
2. 100% DESIGN APPROVAL
3. 100% PLANNING SUBMIT

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Hoverman Residence
710 SOLANA CIRCLE WEST, SOLANA BEACH

BRIAN CHURCH
ARCHITECTURE

SCALE: 1/4"=1'-0"
DATE: 05/17/18
SHEET

LI-3

IRRIGATION DETAILS
NOT FOR CONSTRUCTION

A IRRIGATION LEGEND

REFER TO IRRIGATION PLAN SHEET LI1 01-02

SYMBOL	MANUFACTURER	SPECIFICATION	OPERATING PRESSURE (P.S.I.)	RADIUS OF THROW (FT.)	PRECIP. RATE (IN/HR)	GALLONS PER MINUTE (GPM)				ADDITIONAL NOTES	DETAIL SHEET REFERENCE
						360°	180°	90°	VAR.		
SHRUBS	PAIR BRD	YFS DRIPLINE	45			0.015				SUBSURFACE DRIPLINE WITH 18" RISE EMITTERS 18" O.C. AND 18" ROW SPACING INSTALL TWO (2) POLYLEX RISERS PER SHRUB. EMITTER SHALL EXTEND ABOVE MULCH/GRAVEL.	LI-2
		POLYLEX RISE WITH XB SERIES EMITTER (18-20PC-1032)-VIBES	30			0.03					LI-2
	ROTARY	1806-SAM-P45-R17	45	17-24	0.65	3.67	1.84	0.92		A "POP-UP" BODY W/ BUILT IN CHECK VALVE & PRESSURE REGULATOR	LI-2

NOTE 1: CONTRACTOR SHALL REFER TO SOILS REPORT WHEN SCHEDULING IRRIGATION RATES.
 NOTE 2: INSTALL CHECK VALVES ON SHRUB HEADS TO PREVENT LOW HEAD DRAINAGE. TYPICAL.
 NOTE 3: IN AREAS WHERE PAIN BRD 1400 SERIES BUBBLERS DO NOT PROVIDE ADEQUATE COVERAGE DUE TO SITE ISSUES (SLOPE AREA, PLANTING LAYOUT, CONTOUR/PAINT, ETC.), CONTRACTOR SHALL CONSIDER PAIN BRD 5 SERIES MPP STREAM BUBBLERS (WITH APPROPRIATE PCS SCREEN) FOR RADIUS ADJUSTMENT AND FLOW APPLICATION RATE CONTROL IN THOSE AREAS.
 NOTE 4: IN PLANTING AREAS WHERE LOW GROWING GROUND COVER OR SHRUBS ARE PLANTED, A 1/2" POP-UP SPRAY BODY SHOULD BE USED TO ALLOW FOR SPRAY TO REACH DESIRED RADIUS PATTERNS UNLESS OTHERWISE SPECIFIED BY PLANT MATERIAL. TALL GROWING PLANT MATERIAL SHALL UTILIZE A POP-UP SPRAY BODY THAT ALLOWS FOR SPRAY TO IRRIGATE BELOW/UNDER/BEHIND PLANT FOLIAGE.
 IMPROVED IRRIGATED SPRAY RADIUS PATTERNS DETERMINATION SHALL BE MADE BASED UPON FINAL PLANTING LAYOUT, AND ANY CHANGES TO POP-UP HEIGHT SHALL BE MADE PRIOR TO INSTALLATION, AS REQUIRED.
 NOTE 5: CONTRACTOR SHALL ADJUST RADIUS OF SPRAY HEAD BODIES SO SPRAY IRRIGATES ONLY WITHIN DESIGNATED PLANTING AREA, AND TO AVOID ANY OVERSPRAY ONTO ANY HARDSCAPE SURFACES, INCLUDING, BUT NOT LIMITED TO BUILDINGS, WALLS, FENCES, AND WALKWAYS. CONTRACTOR SHALL UTILIZE RADIUS ADJUSTMENT SCREWS ON HOZZLES AND/OR APPLICABLE MANUFACTURER DEVICES SUCH AS HOZZLE SCREWS TO ACHIEVE PROPER THROW OF RADIUS, AS NECESSARY.

B IRRIGATION EQUIPMENT LEGEND

REFER TO DETAIL SHEET LI2 01/02

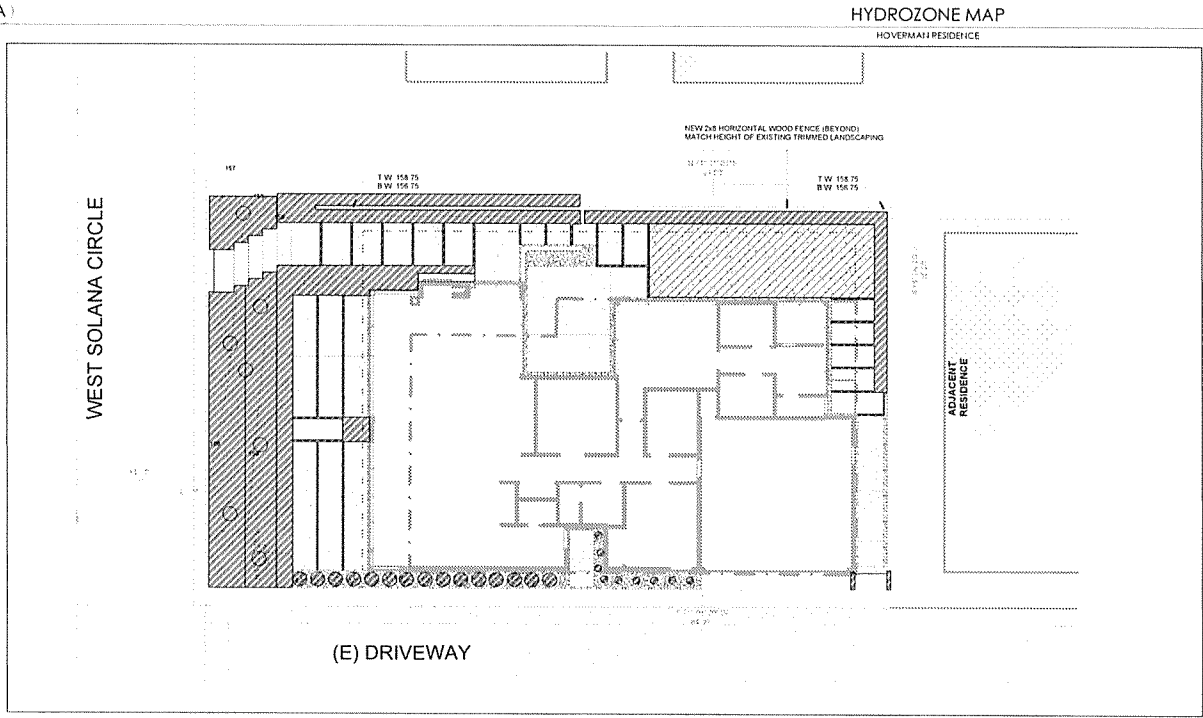
SYMBOL	DESCRIPTION	SPECIFICATION	DETAIL SHEET REFERENCE
	WATER METER	WATER METER (IF AVAILABLE). VERIFY SIZE AND LOCATION IN FIELD.	
	PRESSURE REGULATOR	WELLHEAD 1" PRESSURE REGULATOR, 70#PSI SERIES WITH A ROUND VALVE BOX.	LI2 01 - C
	GATE VALVE	1/2" CO BRASS BALL VALVE. SIZE PER MANHOLE INSTALLED IN A ROUND VALVE BOX.	
	IRRIGATION CONTROLLER	WEATHERMATIC SL-1600 IRRIGATION CONTROLLER WITH EXPANSION MODULES AS REQUIRED. CONTROLLER FEATURES INCLUDE ARE FOUR (4) PROGRAMS (ABLE TO OPERATE CONCURRENTLY WITH EIGHT (8) START TIMES PER PROGRAM), RUN/DOWN CYCLES BY PROGRAM, FLEXIBLE CALENDAR PROGRAMS (OMB TIME OF DAY (3000), DAY(S) OF THE WEEK, AND UP TO SEVEN (7) CALENDAR DATES, CUSTOM DAILY, SEASONAL, ADJUST, PAUSE/DELAY OF 1-7 DAYS, 120 VAC TRANSFORMER INCLUDED. IRRIGATION CONTROLLER SHALL BE WEATHER BASED (CONTRACTOR SHALL INSTALL WEATHERMATIC 315VS WIRELESS WEATHER SENSOR FOR 11' BASED WATERING). INSTALL IRRIGATION CONTROLLER IN A WALL MOUNT IN ACCESSIBLE LOCATION. INSTALL PER MANUFACTURERS SPECIFICATIONS.	LI2 01 - A
	REMOTE CONTROL VALVE	PAIN BRD REMOTE CONTROL VALVE ASV5 SERIES WITH 1/2" PRESSURE REGULATOR AND BALLSHUTOFF VALVE UNITS. SEE PER PLAN.	LI2 01 - D
	REMOTE CONTROL VALVE LOW VOLUME ASSEMBLY	PAIN BRD REMOTE CONTROL VALVE (LOW VOLUME ASSEMBLY) MODEL XAC1 075-FPP (2.5 GPM) AND BALLSHUTOFF VALVE UNITS. INSTALL BURE SWING CHECK VALVE IN A SMALL ROUND VALVE BOX IN GROUND HORIZONTALLY ON VALVES IRRIGATING POIS TO ELIMINATE BACK PRESSURE. SEE PER PLAN.	LI2 01 - E
	PVC LATERAL LINE	CONTRACTOR SHALL USE WATERPROOF WIRE COILS AND/OR INSTALL IN SHRUB AREAS (21G1URF) IN A LOCATION OUT OF PRIMARY VIEW AND ACCESSIBLE FOR MAINTENANCE. SCH. 40 PVC MANHOLE FOR SIZES 1-1/2" OR SMALLER, CLASS 315 PVC MANHOLE FOR SIZE 2" OR LARGER. (SEE LOCAL CODES). SEE PER PLAN. CLASS 200 PVC LATERAL LINE (EXCEPT FOR 1/2" SIZE, SHALL BE SCH. 40 PVC LATERAL LINE, RUPY 1/2" BELOW GRADE (SEE LOCAL CODES). SEE PER PLAN. IRRIGATION SLEEVING SHALL BE SCH. 40 PVC PIPE WITH MINIMUM 1/8" COVER. SCH. 40 DRAIN ROADS WITH MINIMUM 3" COVER. PER CITY REQUIREMENTS.	LI2 01 - B, C, D, E, F LI2 01 - D, E, F, I, J
	IRRIGATION SLEEVING	PAIN BRD YFS SUBSURFACE DRIPLINE (FOR SUBSURFACE BURIED & ON-SLOPE INSTALLATIONS) WITH MULTI-RISE CHECK VALVES OR PAIN BRD YFS DRIPLINE (FOR ON GRADE, UNDER MULCH INSTALLATIONS). BURE EMITTER FLOW RATE SHALL BE 0.9 GPH (1.05 GPM) WITH A ROW SPACING 18" - 24" IN SHRUB/GROUND COVER AREAS AND 12" IN TURF. IN BURE EMITTER INTERVAL SHALL BE 18" O.C. FOR SHRUB/GROUND COVER AREAS AND 12" IN TURF, INSTALL FIRST ROW OF DRIPLINE 2" FROM HARDSCAPES (4" FROM SOFTSCAPES WHERE APPLICABLE). DRIPLINE SHALL BE BURIED AT A CONSISTENT DEPTH BELOW THE SURFACE (WITH A MAXIMUM DEPTH UP TO 6"). REFER TO SOILS REPORT FOR SOIL TYPE AND SPACING REQUIREMENTS PER MANUFACTURERS RECOMMENDATIONS. INSTALL PER MANUFACTURERS SPECIFICATIONS.	LI2 01 - G, K, L
	MAINLINE FLUSH VALVE	DRIPLINE FLUSH VALVE	LI2 01 - H
	AIR RELIEF VALVE	AIR RELIEF VALVE. INSTALL ONE AT EACH HIGH POINT OF EACH SYSTEM TYPICAL. SHALL BE USED IN CONJUNCTION WITH AN AUTOMATIC FLUSH VALVE.	

C IRRIGATION NOTES

- GENERAL NOTES**
- IRRIGATION NOTES AND CONTRACTOR RESPONSIBILITIES**
 - CONTRACTOR SHALL CHECK AND VERIFY ALL EXISTING SITE CONDITIONS UTILITIES AND SERVICES PRIOR TO TRENCHING. NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES IMMEDIATELY.
 - CONTRACTOR SHALL VERIFY STATIC WATER PRESSURE AT WATER METER MAIN LOCATIONS, SIZES, ETC. PRIOR TO BEGINNING WORK. NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING PLUMBING PERMIT AND ALL NECESSARY PERMITS PRIOR TO COMMENCING INSTALLATION.
 - CONTRACTOR SHALL REVIEW IRRIGATION SPECIFICATIONS PRIOR TO BEGINNING WORK. REFER TO TECHNICAL SPECIFICATIONS AND CONSTRUCTION DETAILS FOR INSTALLATION PROCEDURES.
 - PLANS ARE BASED ON INFORMATION AVAILABLE AT TIME OF DESIGN. CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH EXISTING CONDITIONS PRIOR TO BIDDING PROJECT. DO NOT INSTALL THE IRRIGATION SYSTEM AS SHOWN WHEN IT IS OBVIOUS THAT THE GREEN OBSTRUCTIONS, GRADE DIFFERENCES, OR DIFFERENCES IN AREA DIMENSIONS THAT WOULD REQUIRE A CHANGE IN THE SYSTEMS DESIGN. SHOULD CONTRACTOR DISCOVER ANY CONFLICTS WITH THESE DOCUMENTS WITH REGARD TO SITE CONDITIONS OR INSTALLATION QUERIES HEREIN, HE SHALL NOTIFY THE PROJECT MANAGER AND REQUEST CLARIFICATION. ANY CONTINUATION OF WORK OR AT THE CONTRACTOR'S RISK.
 - IT IS INTENDED THAT THE CONTRACTOR SHALL INSTALL SYSTEMS THAT ARE COMPLETE AND FUNCTIONING PROPERLY IN EVERY WAY.
 - ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE GOVERNING AGENCIES.
 - PLANS ARE DIAGRAMMATIC AND APPROXIMATE. ALL VALVES AND OTHER IRRIGATION EQUIPMENT SHALL BE LOCATED IN PLANTING AREAS AND WITHIN THE RESPECTIVE PROPERTIES.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH OTHER TRADES.
 - PRESSURIZED MAINLINE PIPE SIZED 1 1/2" AND SMALLER SHALL BE IPS RATED SCH. 40 PIPE. PRESSURIZED MAINLINE SIZED 2" AND LARGER SHALL BE IPS RATED CLASS 315 PIPE CONFORMING TO ASTM STANDARDS. MAINLINE SHALL BE BURIED A MINIMUM OF TWENTY FOUR (24) INCHES DEEP WITH SOLVENT WELD JOINTS.
 - NON-PRESSURE BURIED LATERAL LINE PIPE SHALL BE PRESSURE RATED SCH. 40 PIPE WITH SOLVENT WELD JOINTS FROM NSF APPROVED PVC COMPOUND & ASTM CONFORMANCE. BURIED A MINIMUM OF TWELVE (12) INCHES DEEP.
 - SOLVENT PRIMER AND CEMENT SHALL CONFORM TO ASTM STANDARDS.
 - SOLVENT FITTINGS AND THREADED FITTINGS SHALL BE SCH. 40 EXCEPT WHERE NOTED. THREADED RIPPLES SHALL BE SCH. 40 USE TEFLON TAPE ON THREADED FITTINGS. PER MANUFACTURERS SPECIFICATIONS.
 - ALL IRRIGATION EQUIPMENT SHALL BE AS LISTED IN THE LEGEND. ANY SUBSTITUTIONS SHALL BE APPROVED IN WRITING BY THE OWNER AND/OR LANDSCAPE ARCHITECT.
 - COPPER PIPE AND FITTINGS SHALL BE TYPE K SOLDER FITTINGS AND SHALL BE IN ACCORDANCE WITH AND CONFORM TO ASTM STANDARDS.
 - CONTROL WIRE SHALL BE MADE WITH DIRECT BURIAL COPPER WIRE AWG-16 FOR VOL. UL APPROVED CONTROL AND COMMON WIRE SHALL BE 14 AWG-16 UNLESS OTHERWISE NOTED OR LOCAL CODES OR REQUIREMENTS STATE OTHERWISE. MINIMUM WIRE SIZE SHALL BE 14 AWG-16. ALL WIRE SHALL BE BURIED A MINIMUM OF EIGHTEEN (18) INCHES DEEP WHERE APPLICABLE. CONTROL WIRE APPLICABLE TO PODIUM DECK TYPE PROJECTS SHALL BE INSTALLED IN CONDUIT, SUSPENDED BENEATH PODIUM DECKING OR AS COORDINATED WITH CONTRACTED ENGINEER. COMMON WIRE SHALL BE WHITE OR OF A DIFFERENT COLOR FROM CONTROL WIRES. TWELVE (12") HIGH EXPANSION CURB SHOULD BE PROVIDED WITHIN THREE (3) FEET OF EACH WIRE CONNECTION. ALL WIRE SPICES SHALL BE MADE WITH APPROVED WIRE CONNECTOR SEALING PACK. ALL SPICES SHALL BE MADE AT VALVE BOXES OR CONTROLLER ONLY. NO OTHER WIRE SPICES WILL BE ALLOWED UNLESS APPROVED BY OWNER. USE ONLY ONE SPICE PER CONNECTOR.
 - TRENCHES SHALL NOT BE BACKFILLED UNTIL ALL REQUIRED PRESSURE TESTS AND ANY OTHER TESTS REQUIRED (PER LOCAL AGENCY OR CODE) ARE PERFORMED.
 - A NEW CONTROLLER SHALL BE INSTALLED TO OPERATE REMOTE CONTROL VALVES. VERIFY PROPOSED INSTALLATION LOCATION WITH PROJECT ENGINEER PRIOR TO CONSTRUCTION. ELECTRICAL P.O.C. PER MANUFACTURERS SPECIFICATIONS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR SLEEVES AND CHASES UNDER PAVING, THROUGH WALLS, ETC. UNLESS OTHERWISE NOTED.
 - NO CLOSE NIPPLES OR CROSS WALLS WILL BE USED.
 - CONTRACTOR SHALL ADJUST ALL IRRIGATION HEADS TO FULLY COVER ALL PLANTING AREAS.
 - FLUSH ALL PIPE CLEAN PRIOR TO INSTALLING IRRIGATION HEADS.
 - CONTRACTOR SHALL ADJUST PRESSURE REGULATOR TO ENSURE PROPER DESIGN PRESSURE AT THE FURTHEST HEAD ON THE SYSTEM.
 - CONTRACTOR SHALL INSTALL CHECK VALVES FOR ALL COMPONENT OPTIONS WHEN AVAILABLE (E.G. OVERHEAD SPRAY/ROTOR BODIES, DRIPLINE (E) OR INLINE CHECK VALVE ASSEMBLIES (PVC RISER ASSEMBLIES (PVC SUPPLY LATERAL LINES FOR SLOPES) FOR ALL OTHER CONDITIONS IN ORDER TO PREVENT LOW HEAD DRAINAGE AND ENSURE NO RUNOFF OCCURS.
 - ALL IRRIGATION EQUIPMENT AND ALL ITS COMPONENTS MUST BE FULLY INSTALLED AND OPERATIONAL PRIOR TO INSTALLATION OF PLANT MATERIAL.
- IV. IRRIGATION FIELD OBSERVATION**
- INSTALLATION, TESTING AND ADJUSTMENT PROCEDURES
- A FIELD OBSERVATION COORDINATION, THE FOLLOWING OBSERVATIONS SHALL BE INITIATED BY THE CONTRACTOR AND COORDINATED THROUGH THE OWNER (JOB SUPERINTENDENT). THE CONTRACTOR SHALL NOTIFY THE OWNER (JOB SUPERINTENDENT) AND LANDSCAPE ARCHITECT NOT LESS THAN FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY OBSERVATION. CONTINUED WORK WITHOUT OBSERVATION AT THESE PHASES OF THE PROJECT IS AT THE CONTRACTOR'S RISK, WITH ANY REQUIRED CHANGE OR MODIFICATION AT THE CONTRACTOR'S EXPENSE. THE OWNER (JOB SUPERINTENDENT) SHALL INFORM THE LANDSCAPE ARCHITECT AS TO THE PURPOSE AND TIME OF THE OBSERVATION FORTY-EIGHT (48) HOURS IN ADVANCE.
 - CONTRACTOR ORIENTATION/PRE-CONSTRUCTION MEETING THIS MEETING SHALL BE CONDUCTED TO DISCUSS THE PLANS AND SPECIFICATIONS, POSSIBLE DISCREPANCIES, SITE CONDITIONS AND OTHER ASPECTS OF THE PROJECT IRRIGATION SUCH AS PERSONNEL, SCHEDULE AND REQUIREMENTS FOR STARTING WORK PRIOR TO THE MEETING, THE CONTRACTOR SHALL THOROUGHLY ACQUAINT HIMSELF WITH SITE CONDITIONS AND THE PLANS, DETAILS AND SPECIFICATIONS.
 - IRRIGATION MAINLINE AND EQUIPMENT LAYOUT THIS OBSERVATION SHALL BE PERFORMED BY THE OWNER (JOB SUPERINTENDENT) FOLLOWING STAKING OF ALL PRESSURE MAINLINE AND CONTROL EQUIPMENT. VERIFICATION OF ALL SITE CONDITIONS AND PRIOR TO ANY TRENCHING. ANY DISCREPANCIES NOT PREVIOUSLY NOTED SHALL BE CORRECTED AT THIS TIME TO THE SATISFACTION OF THE OWNER (JOB SUPERINTENDENT) AND LANDSCAPE ARCHITECT AT THE CONTRACTOR'S EXPENSE.
 - IRRIGATION MAINLINE AND PRESSURE TEST THIS OBSERVATION IS FOR THE PURPOSE OF REVIEWING ALL MAINLINE LAYOUT FOR CONFORMANCE TO SPECIFICATIONS AND VERIFYING THE WATER TIGHTNESS OF PRESSURE SYSTEMS PRIOR TO BACKFILLING TRENCHES. PRESSURE TESTS MUST CONFORM TO MANUFACTURERS SPECIFICATIONS. ALL PRESSURE LINES SHALL BE TESTED UNDER A SUSTAINED HYDROSTATIC PRESSURE OF 150 POUNDS PER SQUARE INCH FOR A PERIOD OF NOT LESS THAN TWO (2) HOURS. THIS TEST SHALL BE PERFORMED IN THE PRESENCE OF THE OWNER (JOB SUPERINTENDENT) TO MANUFACTURERS ACCEPTED TESTING PROCEDURES AND APPROVED IN WRITING BY THE OWNER (JOB SUPERINTENDENT). PRIOR TO BACKFILLING ANY TRENCHES CONTRACTOR SHALL BRUSH NECESSARY FORCE PUMP AND ALL OTHER NECESSARY TESTING EQUIPMENT.
 - PROGRESS INSPECTIONS PERIODIC INSPECTIONS SHALL BE PERFORMED BY OWNER (JOB SUPERINTENDENT) DURING THE LAYOUT OF ALL LATERAL LINE SYSTEMS WITH TRENCHES OPEN TO VERIFY CONFORMANCE TO DETAILS, DEPTH OF PIPE AND EQUIPMENT ASSEMBLIES.
 - IRRIGATION COMPLETION/OVERFLOW TEST THIS OBSERVATION IS TO INSURE CONFORMANCE OF ALL IRRIGATION EQUIPMENT WITH IRRIGATION CONTRACT DOCUMENTS AND WILL CONSIST OF OPERATION OF EACH SYSTEM TO VERIFY INTENDED COVERAGE. THE CONTRACTOR SHALL FLUSH AND ADJUST ALL HEADS FOR OPTIMUM PERFORMANCE AND TO PREVENT OVERSPRAY ONTO WALKS, ROADWAYS AND BUILDINGS, ETC. PRIOR TO THIS OBSERVATION THIS MAY INCLUDE CHANGES IN HOZZLE SIZES AND DEGREE OF ARC TO OPTIMIZE OPERATION.
 - CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY EQUIPMENT, PARTS OR DEVICES THAT HAVE BEEN INSTALLED NOT PER THE IRRIGATION PLANS, DETAILS OR LEGEND.
 - CONTRACTOR SHALL OBSERVE ALL LOCAL STANDARDS AND GUIDELINES INCLUDING CITY AND HEALTH DEPARTMENT RULES AND REGULATIONS AND APPLY AS REQUIRED.
 - GREEN BUILDING CODE REGULATIONS DEPARTMENT OF BUILDING AND SAFETY A DIAGRAM OF THE IRRIGATION PLANS SHOWING HYDROSPICES SHALL BE KEPT WITH THE IRRIGATION CONTROLLER FOR SUBSEQUENT MANAGEMENT PURPOSES.
 - A CERTIFICATE OF COMPLETION SHALL BE FILLED OUT AND CERTIFIED BY EITHER THE DESIGNER OF THE LANDSCAPE PLANS, IRRIGATION PLANS, OR THE LICENCED LANDSCAPE CONTRACTOR FOR THE PROJECT.
 - AN IRRIGATION AUDIT REPORT SHALL BE COMPLETED AT THE TIME OF FINAL INSPECTION.
 - AT THE TIME OF FINAL INSPECTION, THE PERMIT APPLICANT MUST PROVIDE THE OWNER OF THE PROPERTY WITH A CERTIFICATE OF COMPLETION, CERTIFICATE OF INSTALLATION, IRRIGATION SCHEDULE OF LANDSCAPE AND IRRIGATION MAINTENANCE.
 - UNLESS CONTRADICTED BY A SOILS TEST, COMPOST AT A RATE OF A MINIMUM OF FOUR CUBIC YARDS PER 1000 SQUARE FEET OF PERMEABLE AREA SHALL BE INCORPORATED TO A DEPTH OF SIX INCHES INTO THE SOIL.

SUBMITTALS & REVISIONS
 DESIGN APPROVAL
 DESIGN PLANNING SUBMIT
 2020.03.19.15.42 AM
 BC&A
 Brian Church
 Architecture
 330 S. Cedros Ave
 Solana Beach, CA 92075
 (858) 793-3437
 Hoverman Residence
 710 SOLANA CIRCLE WEST, SOLANA BEACH
 IRRIGATION NOTES & LEGENDS
 NOT FOR CONSTRUCTION
 SCALE: 1/4"=1'-0"
 DATE: 05/17/18
 SHEET
 Under Ground Service Area
 1800-422-4133
 CALL TOLL FREE
 TWO WORKING DAYS BEFORE YOU DIG
 LI-4

(A)



HYDROZONE MAP

HOVERMAN RESIDENCE

NEW 2x6 HORIZONTAL WOOD FENCE (BEYOND) MATCH HEIGHT OF EXISTING TRIMMED LANDSCAPING

HYDROZONE LEGEND/DATA

	WATER USE AREA	SQUARE FOOTAGE	METHOD
	LOW WATER USE PLANTING	1024 SF	DRIPLINE
	MODERATE WATER USE PLANTING	12 SF	DRIPLINE
	LOW WATER USE PLANTING (TURF)	322 SF	DRIPLINE
TOTAL LANDSCAPE		1358 SF	

WEST SOLANA CIRCLE

ADJACENT RESIDENCE

SUBMITTED: 05/17/16 9:45 AM

TYPICAL FIELD APPROVALS:
TYPICAL PLANNING SUBMIT

BCA

Bryan Church
Architecture
330 S. Cedros Ave
Solana Beach, CA 92075
(858) 793-3437

(B)

WATER EFFICIENCY CALCULATIONS

MODEL WATER EFFICIENCY LANDSCAPE ORDINANCE CALCULATIONS

ESTIMATED TOTAL WATER USE (ETWU) WORKSHEET

The amount of Estimated Total Water Use (ETWU) is calculated using the following formula: $ETWU = (ICR \times (E_{max} + E_{min})) \times (A_{LAW}) \times (A_{WET})$

CITY OF SOLANA BEACH ESTIMATED TOTAL WATER USE (ETWU) WORKSHEET

	ETWU	ICR	E _{max}	E _{min}	A _{LAW}	A _{WET}
Exempt/regulated Plant (E ₁)	1	0.8	0.35	0.15	500	0
Zone A Turf	2	0.5	0.35	0.15	100	0
Zone B Turf	3	0.5	0.35	0.15	100	0
Zone C Turf	4	0.5	0.35	0.15	100	0
Zone D Turf	5	0.5	0.35	0.15	100	0
Zone E Turf	6	0.5	0.35	0.15	100	0
Zone F Turf	7	0.5	0.35	0.15	100	0
Zone G Turf	8	0.5	0.35	0.15	100	0
Zone H Turf	9	0.5	0.35	0.15	100	0
Zone I Turf	10	0.5	0.35	0.15	100	0
TOTAL ETWU (All Zones + LA)	10					0

Page 2 of 9

(C)

PRESSURE LOSS CALCULATIONS

POTABLE WATER SERVICE

IRRIGATION PRESSURE LOSS CALCULATIONS

Valve Station Number	7	Pressure Loss	0.51
Flow Demand	2 GPM	Friction Loss (PSI)	4.4
Irrigation Type	Drip	Pressure Loss	0.95
Operating Pressure	30 PSI	Total Pressure Loss of Branch	5.86
Elevation of Highest Outlet	15' Elevation		
Level/Gain to Elevation (+/-)	10'		

Static Pressure at P.O.C. 65'
Pres. Req. @ P.O.C. (Elev. Gain) 3.57'
Residual Pressure 61.5'

Water Meter
Knee Flow Pressure: Not Required
Subject Shutoff: Not Required
Pressure Regulator: Not Required
Min. Valve: Not Required
Flow Sensor: Not Required
Gate Valve: Not Required
Other: Not Required
Remote Control Valve: Not Required

Total P.O.C. Equipment Loss

Length (ft)	Loss (psi)
1" PVC Mainline	0.005
1 1/4" PVC Mainline	0.02
1 1/2" PVC Mainline	0.03
2" PVC Mainline	0.05
3 1/2" PVC Mainline	0.07
4" PVC Mainline	0.09
Total Mainline Loss	0.26

PVC Flow Note: 1.5 ft/sec @ 1.22" Class BSR for 2" and higher for maximum. All lateral lines are 1/2" min. At ends.

(D)

EMISSION DEVICE COMPLIANCE

Document of Compliance
California Model Water Efficiency Landscape Ordinance (MWELO)

The products below have been tested to meet the requirements of the ASABE/ICC 602-2014 standard and the California MWELO. The average MWELO of the applicable products exceeds the MWELO distribution uniformity requirements of the MWELO.

Product	MWELO (Distribution Uniformity)
1/2" Rain Bird Rain Bird Rain Bird	1.5
1/2" Rain Bird Rain Bird Rain Bird	1.5
1/2" Rain Bird Rain Bird Rain Bird	1.5
1/2" Rain Bird Rain Bird Rain Bird	1.5
1/2" Rain Bird Rain Bird Rain Bird	1.5
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1/2" Rain Bird Rain Bird Rain Bird	1.5
1/2" Rain Bird Rain Bird Rain Bird	1.5

SCALE: 1"=1'-0"
DATE: 05/17/16
SHEET

Hoverman Residence
710 SOLANA CIRCLE WEST, SOLANA BEACH



SCALE: 1"=1'-0"
DATE: 05/17/16
SHEET

LI-5

IRRIGATION HYDROZONE PLAN

NOT FOR CONSTRUCTION

Under Ground Service Ahead
CALL TOLL FREE 1-800-422-4123
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1. A final map of said property designated Park Del Mar approved by the Board of Supervisors of the County of San Diego and conforming to said conditionally approved tentative Map No. 2451, or said tentative Map as hereafter modified pursuant to the approval of the Planning Commission, shall be recorded in the office of the County Recorder of said County of San Diego in accordance with the Subdivision Map Act of the State of California and the San Diego County Code. The lots shown on said final map shall be numbered in accordance with the lot numbers shown on said conditionally approved Map No. 2451. Each of Lots 1 to 90, inclusive, shall not be smaller in any dimension or in area than the minimum sizes shown on said conditionally approved tentative Map No. 2451 and said approved plot plan of Park Del Mar.
2. No building permit for the construction of any building on said property designated "Park Del Mar" shall be issued by the County of San Diego and no construction of any such building shall be commenced until said final map of Park Del Mar has been approved by the Board of Supervisors and recorded; provided, however, this restriction shall not apply to the construction of not to exceed three model homes and the construction of the hereinafter described recreational facilities or four model homes, and except on Lot 1 as specified in Paragraph 20, below, provided the construction of said model homes and recreational facilities and any building constructed on said Lot 1 shall conform to the requirements of all State laws and the San Diego County Code. No building permit for the construction of any dwelling on said property (except the model homes referred to above and any building constructed on said Lot 1) shall be issued by the County of San Diego until the Permittee has obtained from the County of San Diego the building permit or permits for the construction of the recreational facilities specified in paragraph 8 below.
3. Primary use of the site shall be limited to one detached, single-family dwelling with one garage or carport. The dwelling unit shall be limited to 2,000 square feet and the garage or carport to 600 square feet; in no case shall the total square footage on site exceed 2,400 square feet. Detached accessory structure may be permitted pursuant to the City of Solana Beach Zoning Ordinance and will be deducted from the total allowed garage square footage calculation.
4. HEIGHT – No on-site structures shall exceed a height of 16 feet as measured from the lower of existing or finished grade to the highest point of the structure, including roofing materials. SETBACK, FRONT – For lots which front on Solana Circle, the front yard setback shall be 10 feet from the edge of the ultimate right-of-way; for panhandle lots, the front yard setback shall be 10 feet from the rear property line for those lots fronting on Solana Circle, extending from one side property line to the other side property line. SETBACK, SIDE – For lots which front on Solana Circle, the side yard setback shall be 5 feet from the side property line except that those side property lines adjacent to a panhandle shall be 2.5 feet from the side property line; for panhandle lots, the side setback shall be 5 feet from side property lines. SETBACK, REAR – For lots which

front on Solana Circle, the rear yard setback shall be 5 feet from the rear property line; for panhandle lots, the rear yard setback shall be 10 feet from the rear property line.

5. No dwelling within Park Del Mar shall be given a final inspection pursuant to any building permit or occupied until the recreational facilities hereafter specified in paragraph 8 and improvements specific hereafter in paragraph 9 have been completed and have received a final inspection and approval by the Building Inspector of the County of San Diego.
6. Lots 2 and 90 shown on said conditionally approved tentative Map No. 2451 and on said final map of Park Del Mar shall be permanently reserved for recreation and open space.
7. At the same time said final map is recorded in the office of the county recorder there also shall be recorded a document signed by all persons, firms and corporations having an interest in the property shown on said final map and by the County of San Diego. Said document shall be in a form satisfactory to the County Counsel of the County of San Diego, and shall establish for the benefit of all the property shown on said final map of Park Del Mar, a restriction that said Lots 2 and 90 shall be used only as open space and for recreational facilities primarily for the use and benefit of the occupants of the property shown on said final map. Said document shall provide that said restriction shall run with the land and shall bind all owners of the property shown on said final map and all persons claiming under them for a period of 20 years from the date of recording the restrictions, after which time the restriction shall be automatically extended for successive periods of 20 years unless an instrument signed by a majority of the then owners of lots in said Park Del Mar and by the County of San Diego has been recorded agreeing to change the restriction in whole or in part.
8. Lot 90 shown on said conditionally approved tentative Map No. 2451 and on said final map shall be improved with the following recreational facilities:
 - a. A swimming pool not less than 1,000 square feet in area constructed in accordance with the requirements and regulations of the Department of Public Health of the State of California applicable to public pools.
 - b. Two concrete shuffleboard courts.
 - c. One croquet court.
 - d. One putting green.
 - e. One recreation building not less than 3,400 square feet in area.

Said recreational facilities shall be constructed within Lot 90 at the locations shown on the plot plan designated "Approved Plot Plan of Park Del Mar" dated April 27, 1962, a copy of which is on file in the office of the Planning Commission of the County of San Diego or at such locations within said Lot 90 as the Planning Commission may approve. Construction of the said recreational facilities shall be commenced no later than the time of commencement of construction of the first dwelling (except model homes) in Park Del Mar and shall be diligently prosecuted to completion. Said facilities shall be completed prior to the final inspection (pursuant to any building permit) and occupancy of any dwelling within Park Del Mar.

9. In addition to the improvements specified above in paragraph 8 said Lot 90 shall be improved with a parking area as shown on said plot plan designated "Approved Plot Plan of Park Del Mar" dated April 27, 1962. Said parking area shall be surfaced with a minimum of two inches of asphalt plant mix over a decomposed granite base or with a material of equal or better quality approved by the County Building Inspector and shall otherwise be improved to conform to the requirements of Section 472 of The Zoning Ordinance of the County of San Diego.
10. Walks shall be construction at locations on the landscape plan designated "Approved Landscape Plan of Park Del Mar" dated April 27, 1962, on file in the office of said Planning Commission or at such other locations as the Commission may approve. All walks shall be not less than four feet in width except short connecting feeder walks to single family dwellings which may be not less than three feet in width. Walks within County road right of way shall be improved in accordance with specifications approved by the County Supervisor and Road Commissioner. Other walks shall be improved with a minimum of two inches of asphalt plant mix or with a material of equal or better quality approved by the County Building Inspector.
11. Lots 1 to 59 and 61 to 85, inclusive, and Lots 88,89 and 90 shall be planted and maintained with lawn, scattered shade trees, flower beds and shrubbery. Planted areas shall have installed therein a permanent-type sprinkler system to irrigate and water the trees. Three planting shall be in accordance with said Approved Landscape Plan of Park Del Mar.
12. The improvements specified in paragraphs 9,10 and 11, above, shall be completed in accordance with the following:
 - a. Lot 90 – Prior to the final inspection (pursuant to any building permit) and occupancy of any dwelling within Park Del Mar.
 - b. Lots 2, 88 and 89 – Prior to the final inspection (pursuant to any building permit) and occupancy of any dwellings in excess of the first 40 dwellings constructed pursuant to this use permit.
 - c. Lots 1, 3 to 59, inclusive, and 62 to 85, inclusive – Prior to the final inspection (pursuant to any building permit) and occupancy of any dwelling on the lot on which said improvements are located.
13. The recreational facilities specified in paragraph 8 and the other improvements specified in paragraphs 9, 10 and 11 shall be maintained in a neat, clean condition and in a state of good repair.
14. a. The Permittee and all persons, firms or corporations owning Lots 2 and 90 at the time of the recording of the final map of Park Del Mar and their heirs, administrators, executors, successors and assigns, shall operate, maintain and repair the recreational facilities and improvements specified above in paragraphs 8, 9, 10 and 11 primarily for the benefit of the residents of Park Del mar and shall continue to operate, maintain and repair such facilities and improvements until such time as the operation and maintenance

of said recreational facilities and improvements is assumed by some public agency, district, corporation or legal entity approved by the County Planning Commission.

- b. The maintenance and operation of said recreational facilities and improvements shall be assured by the granting of an undivided interest in said Lots 2 and 90 (including the recreational facilities and improvements) to the purchasers of each of the other individual lots in said Park Del Mar (for the purposes of this subsection "b", only, the term Park Del Mar includes, but is not limited to, any future re-subdivision of said Park Del Mar), the inclusion in the deeds conveying said individual lots of provision, such as covenants running with the land, requiring the owners, their heirs, administrators, successors and assigns, to participate in the cost of such maintenance and operation, and the creation of a legal entity with the right to assess all owners of Lots in said Park Del Mar for, and enforce the participation of each such owner in the costs of the maintenance and operation of said facilities and improvements, or be assured by some other device creating a legal entity capable of maintaining and operating said recreational facilities and improvements and providing for the participation by the owners of all lots within said Park Del Mar in the cost and maintenance and operation and the enforcement of such participation. Prior to the final inspection and occupancy of any dwelling in Park Del Mar, the Permittee shall make provisions to assure the continued maintenance and operation of said recreational facilities and improvements as above specified and obtain the County Planning Commission's approval of such provision.
15. On lots 1 and ___ as shown on said conditionally approved tentative Map No. 2451 and said approved Plot Plan of Park Del Mar, the area per parking space plus the area used for driveways shall total not less than 300 square feet per parking space.
 16. The terms and conditions of this special use permit shall be binding upon the Permittess, all persons, firms and corporations having an interest in the above described property designated Park Del Mar and the heirs, executors, administrators, successors and assigns to each of them, including municipal corporations, public agencies and districts.
 17. At the same time the final map of Park Del Mar is recorded there shall also be recorded a document, signed by all persons, firms and corporations having an interest in the property shown on the final map, whereby said persons, firms and corporations accept the terms and conditions of this special use permit and agree with the County of San Diego to comply therewith. Said document shall be in a form satisfactory to Council Counsel of the County of San Diego.
 18. The conditions and restrictions specified in this permit, other than the requirement of the recording of a final map in accordance with the conditionally approved tentative map of Park Del Mar dated April 27, 1962, shall not be applicable to Lots 86 and 87 as shown on said conditionally approved tentative map and final map of Park Del Mar.
 19. A building permit for the construction of a building on Lot 1 as shown on said conditionally approved tentative Map No. 2451 and said Approved Plot Plan of Park Del Mar dated April 27, 1962, may be issued by the County of San Diego, provided,

however, that no such building shall be given final inspection pursuant to any building permit or occupied until a final map of re-subdivision of said Lot 1 has been approved by the Board of Supervisors and recorded.

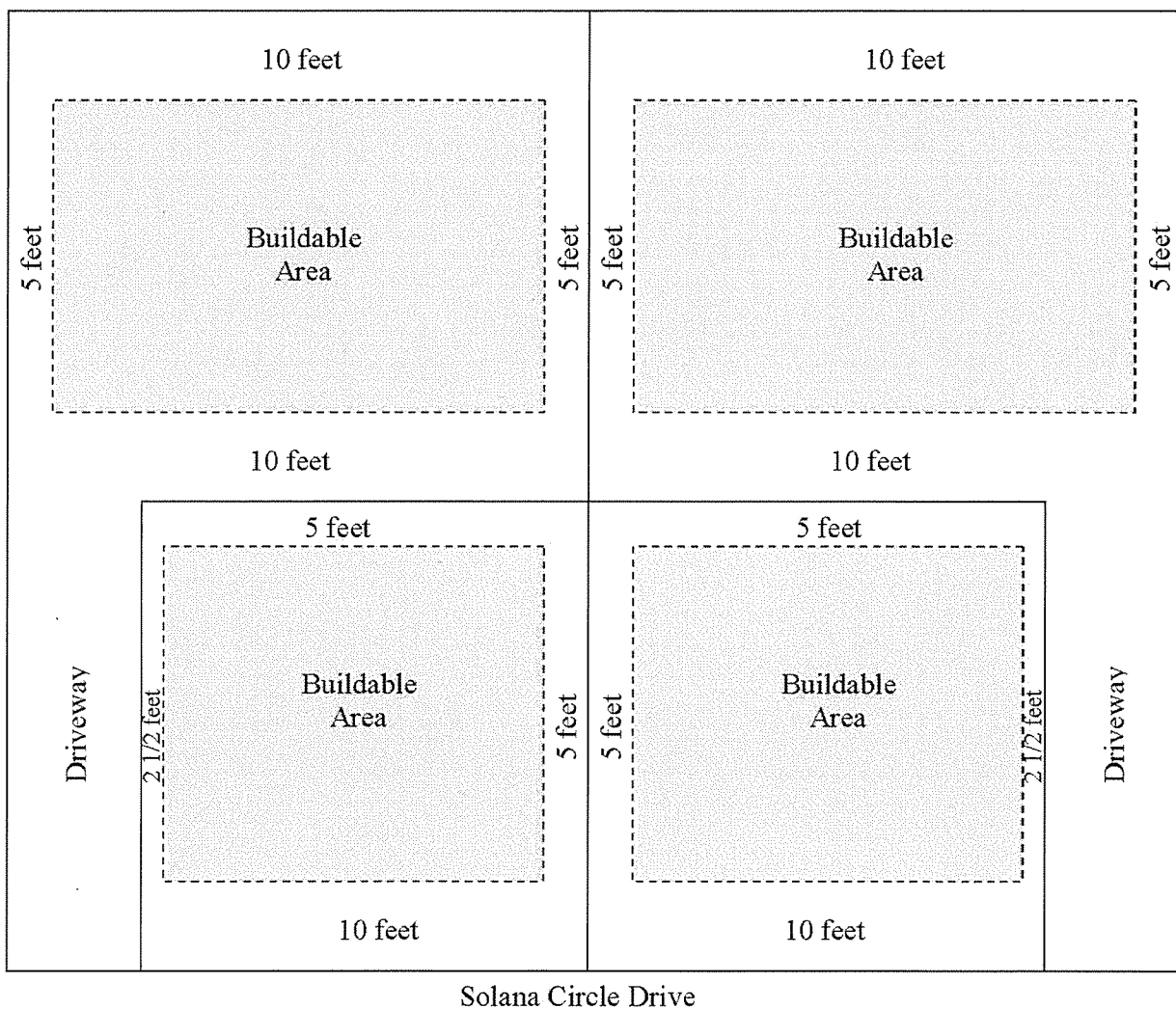
20. In the event the Permittee constructs the recreational facilities and improves Lots 2 and 90 as required by this permit and constructs dwellings on some or all of the lots in Park Del mar, notwithstanding the fact that Permittee is no longer the owner of said Lots 2 and 90 or any or all of the lots in said Park Del Mar other than Lots 1 and 60, Permittee may apply to the County Planning Commission for modification of this special use permit insofar as it applies to Lots 1 and 60, Permittee may apply to the County Planning Commission for modification of this special use permit insofar as it applies to Lots 1 and 60. Any such modification shall be applied for, considered and granted or denied in accordance with the provisions of The Zoning Ordinance applicable to special use permits.
21. This permit shall terminate and become void and of no further effect one year from the effective date hereof, unless prior to such termination date, construction of the recreational facilities on Lot 90 and of single family dwellings (other than model homes) on at least 10 lots shall be commenced or unless prior to said termination date an extension of time is granted by the Planning Commission or the Board of Supervisors.
22. By accepting this special use permit Applicant agrees to, and does, waive any and all rights heretofore granted to Applicant by that certain Special Use Permit No. 62-77, granted by the Board of Supervisors of the County of San Diego, it being understood that this permit incorporates the provisions of said Permit No. 62-77 except insofar as specifically modified hereby, and it being intended that all of Applicant's rights in the premises shall be set forth in this Permit rather than in said Permit No. 62-77.

PARK DEL MAR REGULATIONS

CURRENT AS OF JUNE 2003

Conditions that apply begin on PAGE 4

Typical Setback Configuration:



Application of Hobart Properties,
Inc. No. P62-145
Special Use Permit for
Neighborhood Housing
Development and Subdivision
Containing Lots Smaller than
Minimum Area Required by Zone
Classification Applicable to Property
with Variance to Permit Reduction in
Certain Yard Requirements, Increase
in Building Height Requirements and
Reduction in Size of Parking Spaces
on Certain Lots – Solana Beach
Zoning District Property Zoned R-2

DECISION OF THE COMMISSION

Hobart Properties, Inc., having filed an application pursuant to Section 480 of The Zoning Ordinance for a special use permit for a neighborhood housing development and a subdivision that contains lots smaller than the minimum area required by the same classification applicable to said land, said application including a request for variance to permit the reduction in certain yard requirements on specific lots, a reduction in the size of parking spaces on specific lots and an increase in building height on one lot; and the Commission having given the required notices and held the required hearing on the application for said permit; and the land for which the special use permit is requested being in the County of San Diego, State of California, more particularly described as follows:

All that portion of the ___ of the ___ of Sec. 2 T 14 S, R 4 W, S.B.B.M, County of San Diego, State of California, according to U.S. Government Survey approved January 18, 1876, lying Kly of the Kly line of Villa Del Mar Unit #1, Map #3332, Recorded in office of the County Recorder, County of San Diego, November 13, 1955.

Said land being shown on the conditionally approved tentative Map No. 2451 entitled "Conditionally Approved Tentative Map No. 2451" dated April 27, 1962, on file in the office of the Planning Commission of the County of San Diego, State of California, which said above described land is sometimes hereinafter referred to as "Park Del Mar"; and

It appearing that the applicant seeks to develop at this time only a portion of said Park Del Mar and that the applicant proposes to develop at a later date the westerly portion of Lot 1 and all of Lot 60 as shown on said conditionally approved tentative map.

It appearing that the applicant proposed to develop said Park Del Mar
By the construction of single family dwellings and apartments designed for senior citizens i.e., persons over the age of 50 years, and the establishment of recreational facilities for said senior citizens; and

It appearing that the application proposed to sell to others both the single family dwellings and individual units within the apartment house shown on Lot 1; and

It appearing that in consideration of the proposed development, the character of the residential facilities to be provided, and the open space containing pedestrian walls to be reserved and improved, the maintenance of gross area requirements for parking areas and the size of the single family dwellings to be erected on the lots within Park Del Mar that the lot size prescribed for the R-2 Zone should be reduced to the minimum sizes shown on said conditionally approved tentative map as more particularly shown on the plot plan designated "Approved Plot Plan of Park Del Mar" dated April 27, 1962, on file in the office of said Planning Commission of the County of San Diego and that the applicant be permitted to reduce certain yard set backs and parking spaces and increase certain building heights as shown on said plot plan; NOW

THEREFORE

The Planning Commission of the County of San Diego hereby grants the application of Hobart Properties, Inc., (hereinafter referred to as the Permittee) a special use permit for a neighborhood housing development on the above described land designated Park Del Mar, and for a subdivision of a portion of the above described land designated Park Del Mar (said portion being Lots 3 to 59 and 61 to 85, inclusive, as shown on said conditionally approved tentative Map No. 2451 and said approved plot plan of Park Del Mar) into lots containing less area than the minimum area specified for lots in an R-2 zone and to substitute recreational areas and open space for a portion of the required lot areas, and said Commission also grants variances as requested on said plot plan to permit a reduction in yard setback requirements and the size of parking spaces on certain lots, and an increase in building height on one lot, subject to the following conditions:



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: November 13, 2019
ORIGINATING DEPT: Community Development Department
SUBJECT: **Public Hearing – Request for a SUB/DRP/SDP/CSP Modification to Revise Specific Conditions of Approval in Resolution 2018-099 as well as Modifications to the Approved Project for a Mixed Use Development at the Northwest Corner of S. Highway 101 and Dahlia Drive (Case # 17-14-08 Applicant: Zephyr Partners, Resolution 2019-139)**

BACKGROUND:

On July 10, 2018, the City Council (Council) adopted Resolution 2018-097 certifying an Environmental Impact Report, adopted Resolution 2018-098 for a Major Subdivision, and adopted Resolution 2018-99 approving a Development Review Permit (DRP) and Structure Development Permit (SDP) to construct a mixed-use development consisting of 45,587 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 93,764 square feet, not including the subterranean parking or outdoor seating area.

This item is before the City Council to consider the Applicant's request to modify certain conditions as adopted in Resolution 2018-099 and to further consider modifications to the approved project as contained in Resolution 2019-139 (Attachment 1). Plans illustrating the proposed modifications to the approved project are provided in Attachment 2.

CITY COUNCIL ACTION:

DISCUSSION:

The Applicant is requesting that the City Council consider and approve modifications to the project design and allow proposed modifications to the original conditions of project approval. The proposed changes to the project design include the following:

Modification to the Square Footage Breakdown and Associated Parking Calculation

The Applicant is proposing to increase the office and retail square footage and reduce the residential square footage. The food and beverage/restaurant square footage total was adjusted to remove the loading bay square footage from the total gross floor area. The required parking would be calculated according to the new square footages. The attached plans show that a total floor area of 95,471 was entitled, however, it should be noted that the FAR included some of the outdoor patio seating area for the restaurant that was covered and surrounded on three sides by full sized walls. Table 1 below calls out the indoor and outdoor square footage for the restaurant area separately and parking was provided for the entire square footage of both indoor and outdoor. The project approved on July 10, 2018 had the following square footage and associated parking:

TABLE 1			
APPROVED SQUARE FOOTAGE BY USE AND ASSOCIATED AUTOMOBILE PARKING REQUIREMENTS			
	Development Standards	Square Footage* / Number of Units	Number of Spaces
Residential:		33,473 ft ²	
2-Bedroom Units	2 spaces per unit	18 units	36
1-Bedroom Units	1.5 spaces per unit	7 units	11
Residential Guest	1 space per each 4 units	25 units	6
Office:	1 space/300 ft ² gfa	45,587 ft ²	152
Retail:	1 space/200 ft ² gfa	4,142 ft ²	21
Restaurant/Outdoor Dining:	1 space/100 ft ² gfa	13,482 ft ²	135
Total Square Footage:	96,684 ft ² (including outdoor seating square footage)		
Total Auto Parking Spaces Required:			361
Total Auto Parking Spaces Provided:			366
*Square footage (ft ²) calculated in gross floor area (gfa)			

The Applicant is requesting the following revisions to the square footage and parking as shown on the following page:

TABLE 2			
APPROVED SQUARE FOOTAGE BY USE AND ASSOCIATED AUTOMOBILE PARKING REQUIREMENTS			
	Development Standards	Square Footage* / Number of Units	Number of Spaces
Residential:		30,367 ft ²	
2-Bedroom Units	2 spaces per unit	18 units	36
1-Bedroom Units	1.5 spaces per unit	7 units	11
Residential Guest	1 space per each 4 units	25 units	6
Office:	1 space/300 ft ² gfa	47,503 ft ²	158.34
Retail:	1 space/200 ft ² gfa	4,245 ft ²	21.23
Restaurant/Outdoor Dining:	1 space/100 ft ² gfa	12,474 ft ²	124.74
Service Area	1 space/300 ft ² gfa	437 ft ²	2.46
Total Square Footage:	95,026 ft ² (including outdoor seating square footage)		
Total Auto Parking Spaces Required:	= 358.77 or 359		
Total Auto Parking Spaces Provided:	365		

*Square footage (ft²) calculated in gross floor area (gfa)

It should be noted that the garage ramp located off of Dahlia Drive was originally included in the overall residential square footage. With the proposed modifications, the ramp square footage has been removed from the calculation of floor area as it is the access to the required parking. Additionally, the proposed loading bay parking space was included in the overall food and beverage square footage and used to determine required parking. With the proposed project, the loading bay has been removed from the overall food and beverage square footage and no parking has been required for the square footage of the loading bay as it is also dedicated to required parking. Three areas consisting of an egress staircase and a trash room that total 437 square feet have been counted as service area and parked at a ratio of 1 space per 300 square feet of gross floor area. These changes result in an overall total square floor area reduction from 95,475 ft² to 92,106 ft² which results in a reduction in the required parking from 361 spaces to 359 spaces.

Relocation of Residential/Office Garage Ramp

The Applicant is proposing to relocate the residential garage access ramp on S. Sierra Avenue. Originally, the ramp was located within the open space area between the residential units and the office building on the western side of the property. The proposed design modification would move the ramp to the center of the office building in the northwest corner of the site. This would require the on-street parking originally proposed along the property's western property line to be shifted north and south of the proposed garage ramp entry. The same amount of on-street parking would be provided as the originally approved project, however, the layout of the reverse angle parking would be revised.

Figure 1: Entitled Site Plan

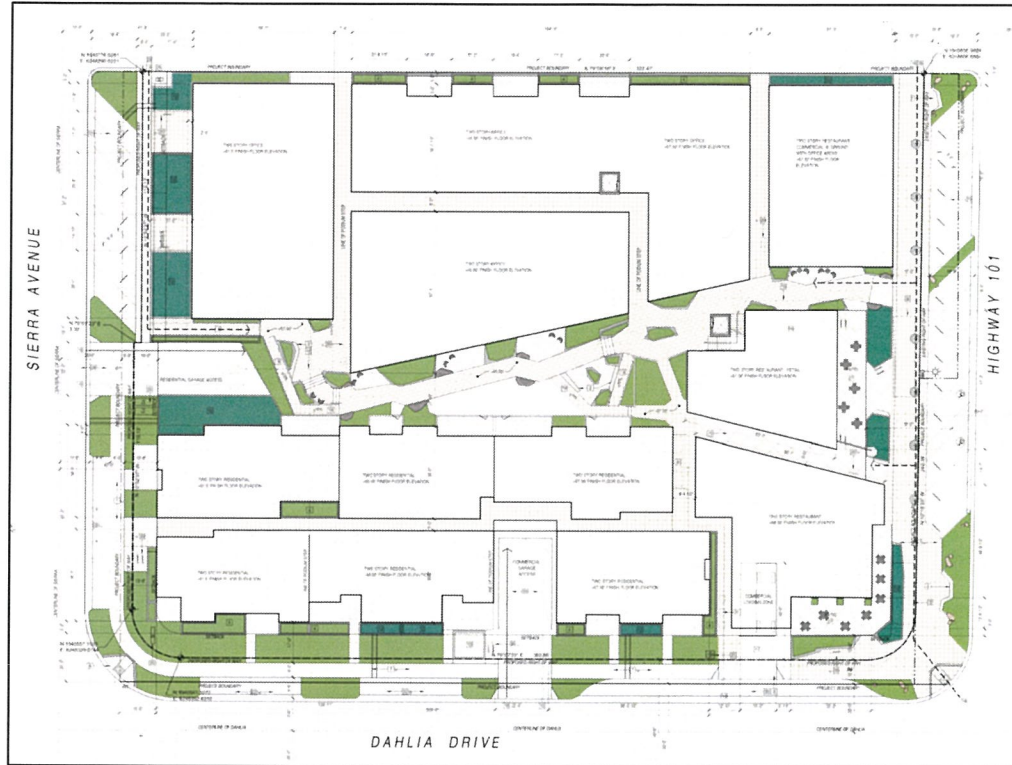
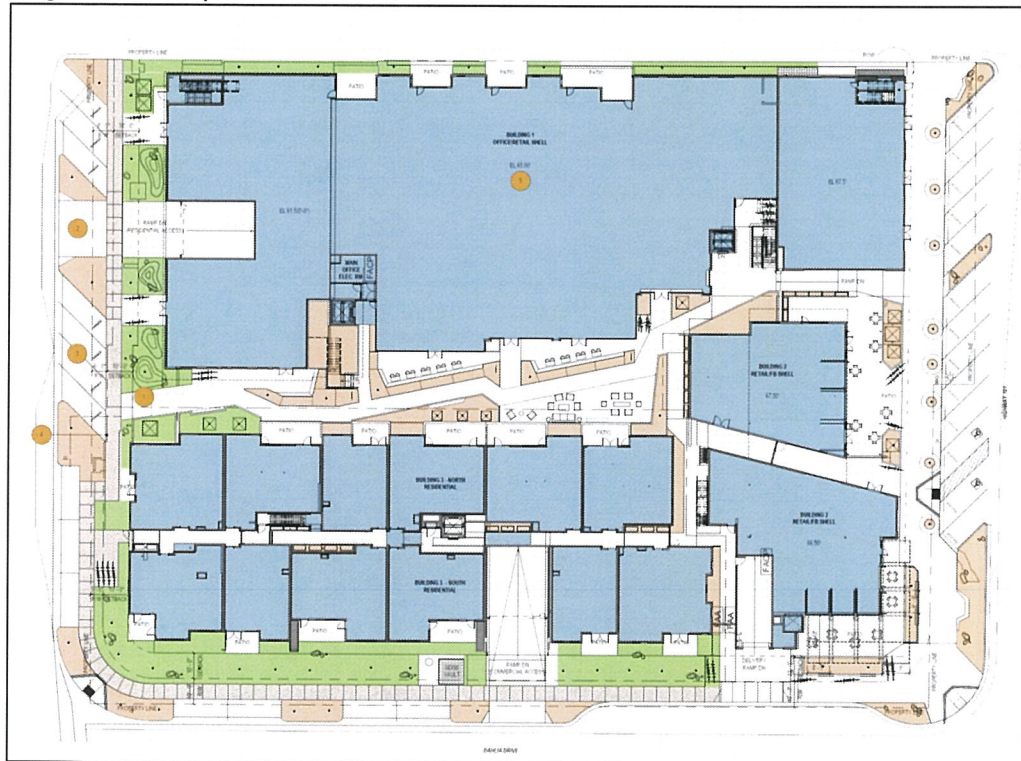


Figure 2: Proposed Site Plan



Modifications to the Landscape Area

With the proposed design modifications the Applicant has proposed a modification to the proposed landscape areas. The original project design included 6,116 square feet of landscaped area. The proposed modifications would increase the overall landscape to 6,665 square feet. See Attachment 2 for a comparison of the approved and proposed modifications.

Figure 3 shows the entitled footprint in gray, the proposed footprint in red. The entitled landscape buffer in green and the proposed landscape buffer in blue.

Figure 3: Entitled Landscape

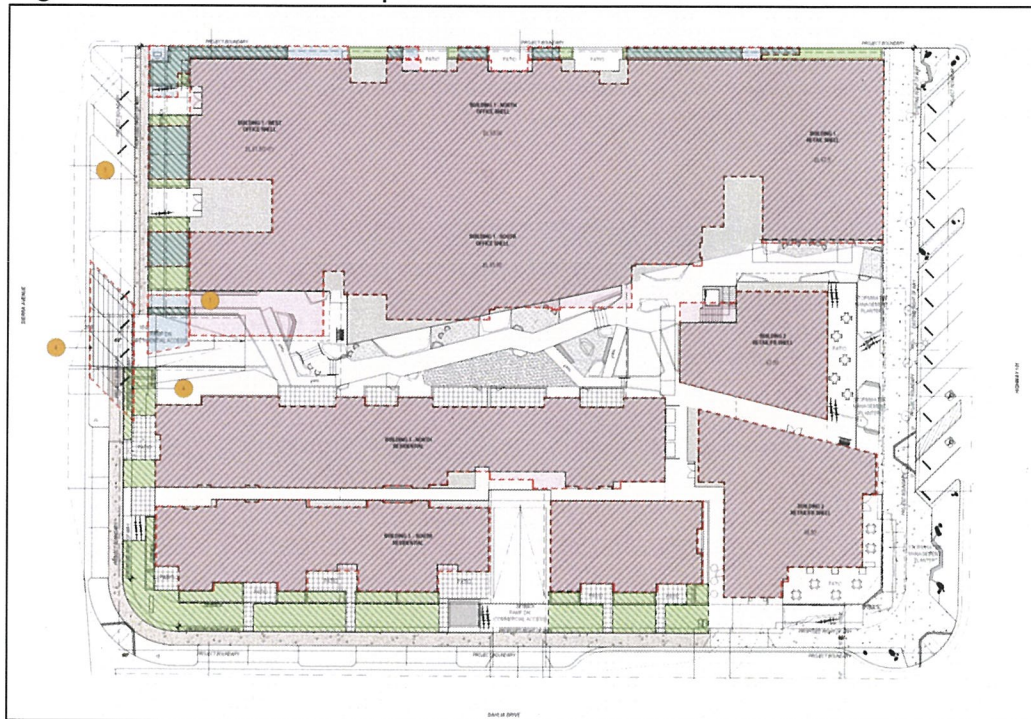
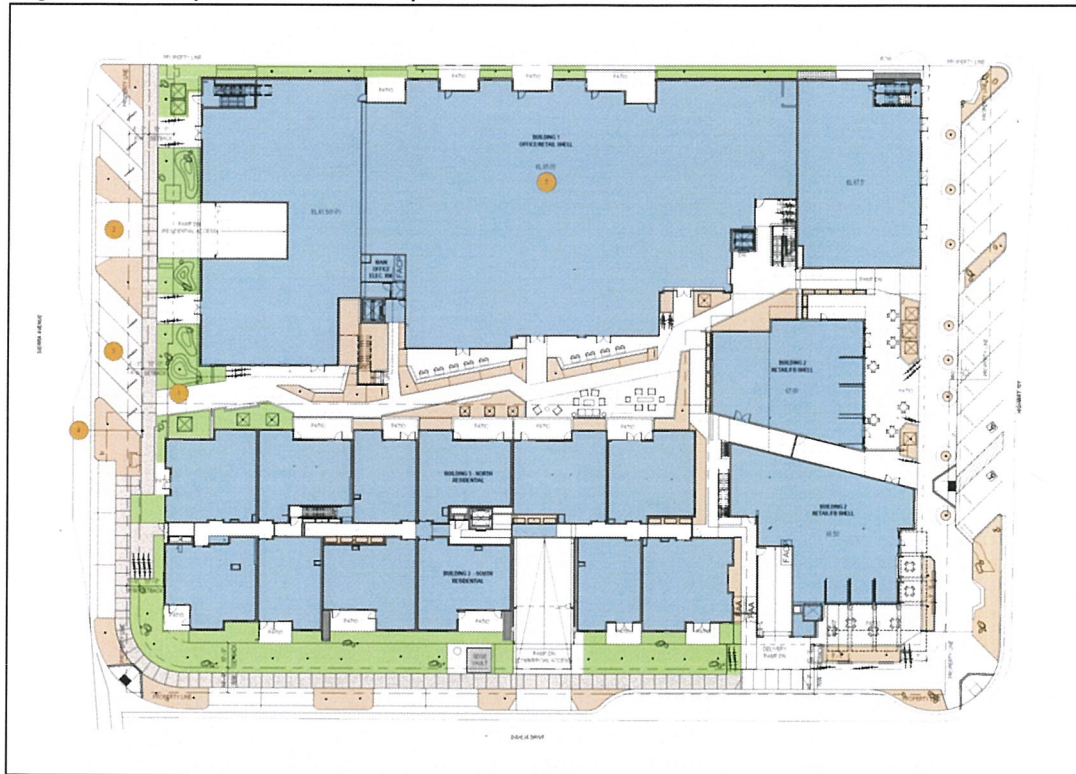


Figure 4, on the following page, shows the proposed building footprint in blue, the proposed landscape buffer in green and the proposed landscape in orange.

Figure 4: Proposed Landscape



Changes to Building Envelope – SDP Waiver Request

The Applicant has submitted two letters (Attachment 3) requesting to waive the Structure Development Permit (SDP) process for three modifications to the proposed structure that would be outside of the original three-dimensional building envelope that was story poled. One modification includes a change in height of the restaurant building on the southeast corner of the site. As originally designed, the proposed single-story restaurant space on the southeast corner of the property had an angled roof where the above ground height of the building ranged from 16 feet at its lowest point to 25 feet above grade at the highest. The angled roof sloped downward 9 feet, from 91.5 feet above MSL at the western side of the building to 82.5 MSL on the eastern side. The Applicant is now proposing to construct a flat roof at 84 feet MSL or maximum height above grade of 17.5 feet. This would increase the height of the eastern side of the roof 1.5 feet outside of the originally story poled building envelope. It should be noted that the building directly west of the restaurant would have a maximum building height of 94.5 MSL or 27.5 feet and the building to the north has a maximum building height of 94 MSL or 27 feet, which would remain unchanged from the original approval. This request has been provided in Attachment 3.

The second proposed modification outside of the building envelope is to increase the width of the office building by moving the southern wall approximately 3.25 feet further south along the southeastern wall and approximately 16 feet south at the center of the

building. Because this expansion is outside of the originally story poled three-dimensional building envelope, the Applicant has also requested a waiver from the SDP process for this change. This request has been provided in Attachment 4. The revised design would eliminate the second floor mezzanines on the north elevation of the office building. This modification would lower the overall height of the building in these locations by one foot, but within the story poled three-dimensional building envelope.

The third proposed modification outside of the original three-dimensional building envelope is the addition of two pedestrian bridges on the second floor. One would provide egress between the office building and the second floor retail space. The other bridge would provide egress between the second floor retail space and the second floor of the residential building. The proposed bridges would be open, uncovered walkways with a safety railing and would be below the roofline of the overall building height. See Attachment 2 for proposed renderings.

Proposed Modifications to the Existing Conditions of Approval

At the July 10, 2018 City Council hearing, the Applicant noted, and the City Council acknowledged, that there were a number of conditions of approval recommended just prior to the hearing that the Applicant requested be revisited at a future date. The Applicant has subsequently reviewed and analyzed the conditions and on October 4, 2018, submitted an application requesting that City Council consider modified conditions as outlined in Attachment 1 of the Staff Report. The following is a summary of the existing condition language found in Resolution 2018-099 (Attachment 4) and the modifications the Applicant is requesting:

1. Community Development Department condition XXIII, PARKING, subsection (a) states, "No Charge for Parking: There shall not be any charge or fee to park in the parking garage for the Project. Therefore, for the purpose of example and not for limitation, there shall not be any charge to park in the parking garage for any tenants of the Project or their respective employees, customers, invitees, guests, visitors, and contractors that provide services to tenants of the Project. An exception to this requirement shall be charges associated with the Electric Vehicle (EV) charging stations provided for the commercial parking spaces."

The Applicant is requesting a modification to the "No Charge for Parking" to include an exception that would allow for ***"...charges associated with both Electric Vehicle (EV) charging stations for commercial parking spaces and for valet parking services associated with restaurant uses."***

Community Development Department condition XXIII, PARKING, subsection (c) states, "No assigned Parking Spaces: Except for tenants of the residential apartment building, parking spaces shall not be assigned or otherwise reserved for any tenants of the Project or their respective employees, customers, and guests."

The Applicant is requesting a modification to the “No Assigned Parking Spaces” condition to be modified as follows: ***“Residential parking shall be for the exclusive use of the project residents. Of the calculated office parking, 20% of the offices spaces may be reserved for employees and guests of specific tenant(s). Additionally, for every 5,000 square feet that an office tenant leases, the tenant will have permission to designate two parking spaces.”***

2. Community Development Department condition XXIX., Access to Common Area states, “Public Access to Common Area: The common area of the Project, including the courtyard area located between the residential apartment building on the south side, the office buildings on the north side, and the retail and restaurant buildings on the east side of the Project, shall remain open for public access. The “Findings of Fact” (page 4) of the EIR for this Project refers to this open area as the “east-west open space spine that would serve as a public walkway from Highway 101 through the development to South Sierra Avenue.”

The Applicant is requesting a modification to this condition to allow public access to common areas of the project, including the courtyard area between the residential and office buildings, to read as follows: ***“The common area of the Project, including the courtyard area located between the residential apartment building on the south side, the office buildings on the north side, and the retail and restaurant buildings on the east side of the project, shall remain open for public access between the hours of 7:00 a.m. and 11:00 p.m., seven days a week. The “Findings of Fact” (page4) of the EIR for this Project refers to this open area as the “east-west open space spine that would serve as a public walkway from Highway 101 through the development to South Sierra Avenue.”***

In order to restrict access to the common area during the hours of 11:00 p.m. and 7:00 a.m., the Applicant proposes to install gates at specific locations.

The proposed condition modifications, if approved, would not change or alter the Project’s conformance with the City of Solana Beach Municipal Code regulations, the Highway 101 Specific Plan standards, nor the City’s General Plan policies. Therefore, the City Council may consider amending all the conditions, some of the conditions or none of the conditions as they deem appropriate, in considering the Applicant’s request.

In addition to the conditions that the Applicant requested to modify, Staff is requesting direction regarding the logistics of the following condition of approval that was included in Resolution 2018-099:

- h. The Applicant shall participate in the Sand Compatibility and Opportunistic Use Program (SCOUP) and deposit soil exports on city beaches. The Applicant’s soil engineer shall investigate, perform testing and determine if a portion of the soil to be exported is compatible with beach sediments in

accordance with the SCOUN Plan prepared by Moffatt & Nichol, dated March 2006, available on the SANDAG website.

The project Applicant has performed a Project Notification Report (PNR) for the site which has been reviewed by the requisite regional agencies. The report determined that the site contains what is described as "less than optimal material" in that it contains 25% or less fines. Averaged across the 40 samples that were taken on site it was determined that the material contains 16% fines. According to the City's SCOUN program, if fines are less than optimal then a maximum of 25,000 cubic yards of sand can be placed on the beach and must be placed within the surf zone. The Applicant is proposing a haul route from the Project site north on S. Sierra Avenue to the Fletcher Cove Parking lot down the ramp to the beach where the sand would be deposited into the surf zone. Trucks would then travel back up the ramp, through the parking lot and south on S. Sierra Avenue to the Project site. Each truck would be able to deposit 10 cubic yards of sand on the beach. The SCOUN permit allows for sand to be placed on the beach between the hours of 9:00 a.m. and 2:00 p.m. Monday through Friday during the off peak winter months. This would result in approximately 80 trips per day for 30 days, however, due to restrictions of the SCOUN permit regarding days and hours of operation combined with coordination with the tides, 30 consecutive days would be infeasible and, therefore, operations may have to be spread out over 2-3 months.

While discussing the logistics of the Project's compliance with this condition, Staff is requesting direction regarding the following:

- The temporary closure of the Fletcher Cove parking lot and ramp to the beach.
- The potential of operations running 24 hours a day 7 days a week
- Truck staging at the distillery parking lot
- The haul route
- Number of trips per day
- City Manager's ability to suspend the project indefinitely if the impacts to the public and/or City Infrastructure outweigh the benefits

PUBLIC HEARING NOTICE:

Notice of the 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 November 13, 2019. Staff has received two emails regarding the proposed modifications and they have been provided in Attachment 5.

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 proposed modifications do not alter the environmental analysis

already conducted in the EIR nor do they change any of the required mitigation measures contained in the Final EIR, therefore no further environmental review is required.

FISCAL IMPACT: N/A

WORK PLAN: N/A

OPTIONS:

- Approve Resolution 2019-139;
- Approve Resolution 2019-139 with changes as deemed appropriate by City Council; or,
- Deny the request to amend DRP conditions contained in Resolution No. 2018-099.

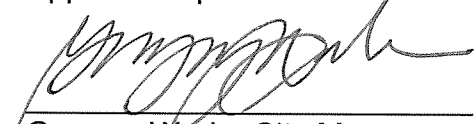
DEPARTMENT RECOMMENDATION:

The proposed DRP condition amendments meet 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 Public Hearing: Receive public testimony, Close the public hearing.
2. If the City Council makes the requisite findings to approve the request for a SUB/DRP/SDP/CSP Modification, adopt Resolution 2019-139 to revise specific conditions of approval in Resolution No. 2018-099 as well as modifications to the Mixed Use Development at the Northwest Corner of S. Highway 101 and Dahlia Drive, Solana Beach.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



Gregory Wade, City Manager

Attachments:

1. Resolution No. 2019-139
2. Revised Plans
3. Zephyr Letters dated October 9, 2019 and October 10, 2019
4. Resolution No. 2018-099
5. Public comment emails

RESOLUTION NO. 2019-139

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING A SUBDIVISION, DEVELOPMENT REVIEW PERMIT STRUCTURE DEVELOPMENT PERMIT AND COMPREHENSIVE SIGN PLAN MODIFICATION FOR SOLANA 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 SUB/DRP/SDP/CSP modification

WHEREAS, Zephyr Partners (hereinafter referred to as “Applicant”) has submitted an application request to modify the original approval of a Subdivision (SUB) Development Review Permit (DRP) Structure Development Permit (SDP) and Comprehensive Sign Plan (CSP) approval; 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 2018-097; and

WHEREAS, on July 10, 2018, the City Council conditionally approved a DRP for the mixed-use development via Resolution 2018-099; and

WHEREAS, at the public hearing on November 13, 2019, the City Council received and considered evidence concerning the proposed DRP amendment; 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 FEIR for the project 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.
3. That the request for the modification to the originally approved DRP and SDP for Solana Beach 101, a mixed use development consisting of 47,503 square feet of commercial office space, 9,316 square feet interior, 2,920 square feet of outdoor dining space, 4,254 square feet of retail space, 25 multi-family residential rental units totaling 30,353 square feet, and two levels of subterranean parking totaling 359 spaces for the project, is conditionally approved based upon the following Findings and subject to the following Conditions:

4. FINDINGS

- A. In accordance with Section 17.68.040 (Development Review Permit) of the City of Solana Beach Municipal Code, the City Council finds the following:
 - I. *The proposed project is consistent with the General Plan and all applicable requirements of SBMC Title 17 (Zoning Ordinance), including special regulations, overlay zones and specific plans.*

General Plan Consistency: The proposed project is consistent with the General Plan, which designates the property as General Commercial (C) and allows resident and visitor serving commercial uses and retail uses of a larger scale than those permitted in Special Commercial areas, but which still have a minimal disturbance to nearby residential neighborhoods. Residential uses are allowed as a secondary use in conjunction with permitted commercial uses at a maximum density of 20 units per acre. The maximum number of units permitted for the 1.79 net acre site is 36 units. The project is proposing 25 residential units or 14 dwelling units per acre. The project could be found to be consistent with the following General Plan policies in the Land Use (LU) Element for mixed-use land uses:

Policy LU-1.6 Encourage the establishment of mixed-uses that provide for housing and jobs near transit routes, shopping areas, and recreational uses to promote public transit use, walking, and biking.

Policy LU-1.7 Encourage and facilitate neighborhood serving restaurants, including outdoor dining/sidewalk cafes, in mixed-use areas and along the Highway 101 corridor.

Policy LU-1.8 Within mixed-use areas, encourage an overall high-quality streetscape design, where feasible and appropriate, that includes bike lanes; on-street parking; minimal curb cuts; enhanced crosswalks; appropriate sidewalk widths; parkways; street trees, planters, and wells; street lighting; street furniture; wayfinding; kiosks; enhanced paving; public art; and other features that contribute to the character of Solana Beach.

The project could be found to be consistent with the following General Plan goals and program in the City's Housing Element:

Goal 1: The adequate provision of a range of safe and decent housing opportunities that will meet Solana Beach's share of the existing and future housing needs of the region.

Goal: Increased energy conservation and waste reduction in new and existing residential and mixed-use development.

Program 1: Encourage mixed-use development.

Zoning Ordinance Consistency: The property is located within the General Commercial (C) Zone and S. Highway 101/S. Sierra District of the Highway 101 Specific Plan (HWY 101 SP). The proposed mixed use development is consistent with the permitted uses for the C Zone found in SBMC Sections 17.28.010, 17.24.020, and 17.28.030, which allow for a mixed use development with a maximum of 20 dwelling units per net acre. The maximum number of units permitted for the 1.79 net acre site is 36 units. The project is proposing 25 residential units or 14 dwelling units per acre. The HWY 101 SP indicates that residential dwellings in a mixed use development may be permitted in any portion of the building (or buildings) pursuant to a DRP, provided that total residential development does not exceed 40 percent of gross allowable floor area. As designed, the residential floor area is 32.1 percent of the total floor area.

Further, the proposed project complies with the SBMC and the HWY 101 SP regulations, including setbacks, maximum building height, Floor Area Ratio (FAR), and parking requirements.

The SBMC requires developments of five or more units for rent or for sale to comply with the SBMC affordable housing requirements (Chapter 17.70). The Applicant has indicated that the residential units will be for rent. According to SBMC Section 17.70.025, the developers of "for rent" residential projects are required to pay the Affordable Housing Impact Fee (AHIF) in order to satisfy the inclusionary affordable housing requirements. The AHIF for the project is calculated by multiplying the gross square footage of the rental market rate units by the AHIF of \$25.28. The total square footage is 30,353 square feet, or \$767,323.84.

The project is also located within the Coastal Zone. As a condition of project approval, the Applicant will be required to obtain a Coastal Development Permit, Waiver, or Exemption from the California Coastal Commission prior to the issuance of a building permit.

Local Coastal Plan (LCP) Land Use Plan (LUP) Consistency: The Solana Beach City Council adopted a Local Coastal Plan (LCP) Land Use Plan (LUP) on February 27, 2013 (amended and certified on June 11, 2014). Although the LUP has been certified by the California Coastal Commission, the Local Implementation Plan (LIP) portion of the LCP has not yet been certified; as such, the provisions of the LUP are considered by the Coastal Commission to be advisory rather than mandatory at this time. The purpose of the LUP is to implement the State's goals for the coastal zone. The City's LUP provides long-term goals that promote the beneficial use of lands in the city and the beach and shoreline for residents and visitors alike. The Proposed Project could be found to be consistent with LCP/LUP. The LUP Land Use Plan designates the property General Commercial(C). This land use category is intended to provide for commercial activities and services of a more intensive nature and includes both visitor serving land uses and land uses likely to be patronized by residents. These uses would be located primarily along major transportation routes and would include major shopping facilities and service centers. In addition, the general commercial uses are intended to accommodate and promote tourist-oriented commercial and pedestrian-oriented uses along Highway 101. The property is not located within either Visitor Serving Commercial Overlay in the LUP. In particular, the proposed Project could be found to be consistent with the policies in Chapter 5—New Development, which includes general policies for new development, and policies for commercial development, residential development, and archaeology. The proposed Project also could be found to be consistent with the policies in Chapter 7—Public Works, including policies for circulation and traffic.

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

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

The subject lot is located within the General Commercial (C) Zone and within the boundaries of the S. Highway 101/S. Sierra District of the HWY 101 SP. Surrounding properties to the north and south are also located within the C Zone and the S. Highway 101/S. Sierra District of the HWY 101 SP and are developed with a mixture of commercial uses in one- and two-story structures, several with structured parking. The property immediately east of South Highway 101 is developed with the Coastal Rail Trail (a linear park) and the North County Transit District (NCTD) railroad right-of-way; the South Cedros District of the HWY 101 SP is east of the NCTD railroad. A pedestrian bridge directly across from the southeast corner of Dahlia and South Highway 101 provides access across the NCTD railroad tracks from the Coastal Rail Trail to the South Cedros District. Properties to the west, across South Sierra Avenue, are zoned High Residential (HR), which has a maximum allowable density of 13-20 dwelling units per acre, and are developed with multi-story multifamily residential developments with structured parking; these properties are not within the HWY 101 SP.

The proposed project has been designed to generally follow the topography of the site, which slopes generally upward from an elevation of approximately 61 feet above MSL on the west to 68 feet MSL on the east. The majority of the project includes two-story buildings, with a one-story portion of one structure proposed at the southeast corner of Highway 101 and Dahlia Drive. Project design includes various width landscaped planters around the perimeter of the project. The project meets or exceeds all development standards and design guidelines for the S. Highway 101/S. Sierra District of the HWY 101 SP.

No adverse effects upon neighboring properties have been identified or are anticipated to occur from the project implementation. As conditioned, the proposed project gives consideration to the protection of surrounding areas from potential adverse effects and provides protection of the property from adverse surrounding influences. Additionally, the City Council has certified the FEIR for this project found project impacts not to occur, to be less than significant, or to be less than significant with mitigation in all the topic areas analyzed, including, but not limited to, aesthetics, air quality, geology and soils, noise, tribal and cultural resources, biology, hazardous materials, and greenhouse gas emissions (GHG's).

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

The project includes a total of five buildings, with the commercial uses in three buildings and the residential uses in two buildings. All parking would be provided in a two-level underground parking garage; only the entrances to the parking garage would be visible from the public rights-of-way. Commercial offices would occupy both floors of one 2-story building on the north side of the project site. The northeast corner of the office building along S. Highway 101, is designed with a ground floor restaurant with office space on the second floor. A second commercial building, fronting S. Highway 101, would include a “to-go” restaurant on the ground floor and another restaurant on the southeast corner of S. Highway 101 and Dahlia Drive. The two restaurants would be separated on the ground floor by an outdoor area, with retail space on the second floor that connects the two first-floor restaurants. Outdoor dining areas are proposed on the east side of the proposed “to go” restaurant facing S. Highway 101, and on the east and south sides of the restaurant at the corner of S. Highway 101 and Dahlia.

The 25 multi-family units are proposed to be located in two separate 2-story structures located on the south side of the site, with one building facing Dahlia Drive and the southwest corner of Dahlia and S. Sierra Avenue, and the other building located parallel to it on the north, with its west end facing S. Sierra. Each unit proposes private open space in the form of patios for the units on the ground floor and balconies for the units on the second floor, which provides additional building articulation and reduced apparent mass.

With the exception of the two interior office buildings and the northernmost residential structure, all structures are oriented to the public streets, and all structures are designed to be easily accessible by patrons and residents from public sidewalks, an interior walkway that runs throughout the site, and from the parking garage via elevators and stairwells.

The HWY 101 SP also includes design guidelines that provide qualitative direction for public and private development in the specific plan area. The design guidelines for the S. Highway 101/S. Sierra District of the HWY 101 SP include automobile-oriented retail uses facing Highway 101 and a transitional edge facing residential neighborhoods on S. Sierra Avenue. Site planning guidelines for the S. Highway 101/S. Sierra District call for projects to provide a visually open building edge on S. Highway 101 that allows deep views into parcels; additionally, no more than 40 percent of the setback can be occupied by buildings and the remaining frontage will have a minimum 20-

foot additional setback. The proposed project could be found to meet these guidelines. Rather than a single building façade along S. Highway 101, the project proposes separate buildings around common open space. To break up mass this open space includes a continuous walkway flanked with planters, seating, patios, and synthetic turf area. The first floor “to go” restaurant and the southernmost restaurant are also separated by open space that connects to the internal walkway. The majority of the southern-most restaurant is one story with outdoor dining space located along the front (facing Highway 101) and wrapping around the corner to face Dahlia Drive, which provides a stepped effect into the development from the intersection that minimizes bulk at the corner. The site plan also varies the setbacks of the buildings that face South Highway 101, with the middle restaurant set back farther than the other buildings, with patio dining located in front. In addition to providing modulation of the project elevation, the outdoor dining areas activate the frontage on S. Highway 101. The site plan also varies the setbacks of the structures that face South Sierra. The design guidelines also call for buildings to step away from the setback line on S. Highway 101, with second stories located a minimum of 15 feet from the setback line. The 2-story buildings that face Highway 101 meet or exceed this requirement.

The design guidelines for mixed use development in the District include providing residential use on the east side of S. Sierra to offer a compatible transition between residential uses on the west side of S. Sierra and office uses to the east. They provide for residential frontage on the ground floor and above, or commercial on the ground floor and residential above. The proposed project is designed such that the west ends of both 2-story residential buildings would face S. Sierra, with the driveway ramp to the residential portion of the parking structure and a 2-story office building comprising the remaining frontage. The office building on S. Sierra Avenue has been set back to allow for a 15-foot landscape buffer between the sidewalk and the building face, and walkways into the site also break up the project elevation from S. Sierra.

The development standards for mixed use development do not require a minimum setback on Dahlia Drive, and the design guidelines do not specifically address site planning for projects that front Dahlia. The façade of the 2-story residential building that fronts on Dahlia is proposed to be set back a minimum of 15 feet to allow for a 15-foot landscape buffer between the sidewalk and the building. The building façade and is further

articulated via patios adjacent to the sidewalk on the ground floor and balconies on the second floor.

The proposed project's color palette and materials implement the HWY 101 SP, and include warm earth tones, cement plaster with a smooth finish, siding, masonry, exterior porcelain wall tile, metal siding, metal roofing, and canvas awnings, with accented balconies and raised planters.

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

The landscaping development standards for mixed use developments in the C Zone in the HWY 101 SP refer to the SBMC. Per SBMC 17.56.040, the proposed development is subject to the City's Water Efficient Landscape Regulations. In addition, the HWY 101 SP provides area-wide and district-specific design guidelines for landscaping on both public and private property. The HWY 101 SP calls for area-wide landscaping that creates an overall unity for the Specific Plan area through coordination of landscape character of public and private areas. In particular, landscaping for this site should create a memorable, unified image along Highway 101 and a residential character along the east side of S. Sierra that is similar to that of the residential development on the west side of S. Sierra.

The existing site contains developed areas and disturbed vegetation consisting of non-native ornamental and non-native annual plant species. No native species or vegetation communities were identified within the proposed project area. The conceptual landscaping plan for the project proposes 11,668 square feet of irrigated landscape area, 2,354 square feet of BMP (best management practices for stormwater management) planting area, 703 square feet of non-irrigated landscape area, and 20,371 square feet of hardscape areas. Landscaping would include a variety of trees, shrubs, succulents, grasses, synthetic turf, and groundcover throughout the site; no natural turf is proposed.

Perimeter landscaping along S. Highway 101 includes planters in the public right-of-way and planters and trees between the sidewalk and the buildings. The proposed landscaping is consistent with and complements the design theme for City's recently constructed landscaping in the public right-of-way along S. Highway 101. Perimeter landscaping along S. Sierra and

Dahlia includes planters and street trees in the public right-of-way, and planters, trees, and bioretention planters (also known as best management practices or BMP planters, which are designed to manage stormwater runoff) between the sidewalk and the buildings. The landscaping along the east and southern property lines will also provide screening for the onsite tenants and will soften the view of the project from the existing multifamily residential development on the west side of S. Sierra Avenue. Staff notes that since all required parking would be provided in underground parking garages, the Applicant is not required to comply with the landscape requirements of the Off-Street Parking Design Manual (OSPDM).

The proposed landscape species would include native plants and well-adapted species that are responsive to the local climate and limited water resources. The landscape plan would include a water-efficient drip irrigation system and low to moderate water use plants. The landscape plan also incorporates gathering spaces into the open space design concept, including areas for seating, dining, lounging, and playing. A focal rainwater element would be located along Highway 101, which would channel roof drainage through an overhead tunnel with a waterfall to a BMP planter.

The Applicant's conceptual landscape plan has been reviewed by the City's third-party landscape architect who has recommended approval of the conceptual landscape plan. The Applicant would be required to submit detailed construction landscape drawings that would be reviewed by the City's third-party landscape architect for conformance with the conceptual plan. In addition, the City's third-party landscape architect would perform inspections during the construction phase of the project. A separate condition has been added to require that native or drought-tolerant and non-invasive plant materials and water-conserving irrigation systems are required to be incorporated into the landscaping to the extent feasible. Proposed landscaping has been conditioned so that the landscaping shall be maintained to ensure that it does not exceed the height of the adjacent rooflines when installed or at maturity.

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

Mixed use projects in the HWY 101 SP are required to comply with parking standards in the SBMC. The project requires a total of 357 parking spaces for the proposed uses; 359 parking spaces have been provided. All the required automobile and motorcycle parking spaces would be provided in a two-level subterranean parking garage that extends below the majority of the project site. The parking garage is designed with a total of 47 parking spaces for residential parking on the west side of Level 1, directly below the residential land uses to allow for close proximity to residences and short walking distances. Residential parking would be secured with gate access. Residents would have key cards for access to the residential parking. A total of 303 commercial spaces would be available on both Level 1 and Level 2 of the parking structure. A total of 51 parking spaces would be designated for electric and alternative fuel vehicles, 11 spaces would be equipped to charge electric vehicles, and 11 spaces would be prewired to be EV charging capable. The SBMC requires that developments with over 100 spaces shall designate at least one percent of the total parking space area for motorcycle parking, or four motorcycle parking spaces for this project, the design of which shall conform with the OSPDM. The SBMC requires that general commercial and office uses with 10 or more parking spaces shall provide at least one bicycle parking space per 10 full automobile parking spaces, or 31 spaces for this project, and shall conform with the OSPDM. The SBMC indicates that locking bicycle facilities should be conveniently located near the entrances to buildings for which they serve and when possible, provide weatherproofing or be under cover. Design standards for bicycle spaces are prescribed in the OSPDM. The proposed project meets or exceeds the on-site parking requirements for automobile, bicycle, and motorcycle parking.

Vehicular access to the two-level subterranean parking garage would be provided via one driveway off of Dahlia Drive and one driveway off South Sierra Avenue. Both entrances would provide full movement driveways allowing inbound and outbound movements. The S. Sierra Avenue entrance would be for residents and guests of the residences and the Dahlia Drive entrance would be for the commercial office, retail, and restaurant patrons and employees, and the general public. The project driveways are proposed to be unsignalized.

The SBMC requires that developments of 25,001 square feet and larger provide a minimum of one loading space a minimum of 10 feet wide and 35 feet deep. The project proposes a loading space on the ground floor of the project site, accessible

through a roll-up door from a driveway on Dahlia Drive. The loading space would be adjacent to the restaurant/retail space. Delivery trucks would be completely enclosed in the loading space following entry of the truck and closing the roll-up door, similar to a home garage. In addition, a parallel curb space for delivery truck staging and passenger drop-off/pick-up has been provided at the east end of Dahlia Drive in front of the restaurant and proposed onsite commercial loading zone bay.

The project also would provide additional parking spaces in the public right-of-way including seven reverse-diagonal parking spaces on S. Sierra Avenue, which would be an extension of the existing diagonal street parking to the north; 11 standard diagonal parking spaces on S. Highway 101, including two ADA parking spaces; and four parallel parking spaces on Dahlia Drive.

The project site is located within 0.5 miles of the Solana Beach Transit Center. An existing NCTD bus stop is located on the eastern edge of the project site along S. Highway 101. The bus stop and shelter are proposed to be relocated a short distance to the north (in front of the existing CVS site) to accommodate the proposed new on-street diagonal parking spaces on S. Highway 101.

Pedestrian access to the project site would be provided via new and/or improved perimeter sidewalks along S. Highway 101, Dahlia Drive, and S. Sierra Avenue. The east-west combined walkway/open space design of the proposed project also allows for public access through the project site from S. Highway 101 to South Sierra Avenue, as per the design guidelines of the South Highway 101/South Sierra District of the HWY 101 SP. Three staircases and elevators would provide access to the site from the underground parking structure. Pedestrian access to multi-family residential units would be available from Highway 101, Dahlia Drive, and South Sierra Avenue. Pedestrians would access the second level residential units and the underground parking structure via elevators or stairs.

As proposed, the project provides dedications along S. Highway 101, S. Sierra Avenue, and Dahlia Drive. Improvements to S. Highway 101 in the public right-of-way include closing the two existing driveways and improvements to the existing sidewalk, curb, and gutter, installing on-street parking spaces, and installing landscaped planters. The dedication along the entire length of Dahlia Drive will provide half-width road improvements including curb, gutter, and

sidewalk, on-street parallel parking spaces, a loading space for delivery trucks and/or loading/unloading of passengers, and installing landscaping. Dedications along S. Sierra will provide half-width road improvements, including curb, gutter, and sidewalk. reverse-diagonal on-street parking, and landscaping.

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

Grading is proposed in the amount of 49,200 cubic yards of soil to be exported off-site. The project site varies from an elevation of approximately 61 to 68 feet above MSL, sloping upward from west to east. The project has been designed to generally follow the existing contour. The majority of the proposed grading would be required to provide two levels of subterranean parking.

The Engineering Department has included a condition that the Applicant shall participate in the Sand Compatibility and Opportunistic Use Program (SCOUP) and deposit soil exports on city beaches if the Applicant's soil engineer determines that any or all of the soil to be exported is compatible with beach sediments in accordance with the SCOUP Plan prepared by Moffatt & Nichol, dated March 2006, available on the SANDAG website.

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

All new exterior lighting fixtures shall be in conformance with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060) and the Off-Street Parking Design Manual. All light fixtures will be shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area. Adequate lighting shall be provided in all parking areas used by

the public for safe pedestrian and vehicular movement. A minimum lighting level of 0.2 foot-candles is required for all parking areas. All lights provided to illuminate any loading space or parking area shall be designed, adjusted and shielded to avoid casting light toward public roads and adjoining residential properties.

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

The project is a mixed use development on a lot within the C Zone and does not require common usable open space for residential units. However, as designed, each of the proposed residential units has its own patio or balcony that is directly accessed from the unit. A synthetic turf area is proposed adjacent to the residential portion of the project

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

All required permits were processed concurrently.

- IV. *If the development project also requires a permit or approval to be issued by a State or federal agency, the City Council may conditionally approve the development review permit upon the applicant obtaining the required permit or approval from the other agency.*

The Applicant is required to obtain approval from the California Coastal Commission prior to issuance of building permits. The FEIR that was certified for this project includes mitigation measures that may require permits or approval from other agencies. The Mitigation Monitoring and Reporting Program (MMRP) was adopted for this project as a part of certification of the FEIR and the mitigation measures are included as conditions of project approval.

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

- I. *All development shall be compatible with the topography, vegetation, and colors of the natural environment and with the scenic, historic and recreation resources of the designated areas.*

The proposed project has been designed to generally follow the topography of the site, which slopes generally upward from an elevation of approximately 61 feet above MSL on the west to 68 feet

above MSL on the east. The existing vegetation onsite is non-native and ornamental and is proposed to be replaced with native and well adapted species that are responsive to the local climate and that coordinate with the landscaping theme in the public rights-of-way along S. Highway 101. The proposed project's color palette would include warm earth tones. Materials for the exterior of the proposed project include cement plaster with a smooth finish, siding, masonry, exterior porcelain wall tile, metal siding, metal roofing, and canvas awnings, with accented balconies and raised planters.

- II. *The placement of buildings and structures shall not detract from the visual setting or obstruct significant views, and shall be compatible with the topography of the site and adjacent areas. In prime viewshed areas designated in the General Plan, buildings and structures should not be placed along bluff-top silhouette lines or on the adjacent slopes within view from a lagoon area, but should be clustered along the bases of the bluffs and on the mesa tops set back from the bluff-top silhouette lines. Buildings and structures should be sited to provide unobstructed view corridors from the nearest scenic highway, or view corridor road. These criteria may be modified when necessary to mitigate other overriding environmental considerations such as protection of habitat or wildlife corridors.*

As noted above, the site is located within a view corridor in the Conservation and Open Space Element and is within 100 feet of the Coastal Rail Trail, which is a significant recreational and scenic resource. The proposed project would be visible from all three key vantage points (KVPs), from S. Highway 101, from the Coastal Rail Trail, and from View Corridor #24. However, the project would not block views of key scenic resources and open space areas within the City. The proposed project has been designed to generally follow the topography of the site. The site is not located along a bluff-top within a prime viewshed as designated in the General Plan or on adjacent slopes within view from a lagoon area.

The proposed design went through the required 30-day public noticing period required for the Structure Development Permit because the proposed residence will exceed 16 feet in height from the pre-existing grade. The Applicant redesigned the project to address four claims for view assessment that were received, and the claimants subsequently withdrew their claims; therefore, it could be found that the proposed design, as redesigned, would not obstruct significant views.

- III. *The removal of native vegetation shall be minimized and the replacement vegetation and landscaping shall be compatible with the vegetation of the designated area. Landscaping and plantings shall be used to the maximum extent practicable to screen those features listed in paragraphs (F)(4), (5) and (6) of this subsection. Landscaping and*

plantings shall not obstruct significant views, either when installed or when they reach mature growth.

The existing site contains developed areas and disturbed vegetation consisting of non-native ornamental and non-native annual plant species. No native species or vegetation communities were identified within the proposed project area. The project is required to comply with the Water Efficient Landscaping Regulations of SBMC 17.56, which require native, non-invasive plant species for any new landscaping. The conceptual landscaping plan includes native plant species and well-adapted species that are responsive to the local climate and limited water resources. The landscape plan would include a water-efficient drip irrigation system and low to moderate water use plants.

A separate condition has been added to require that native or drought-tolerant and non-invasive plant materials and water-conserving irrigation systems are required to be incorporated into the landscaping to the extent feasible.

Proposed landscaping has been conditioned so that the landscaping shall be maintained to ensure that it does not exceed the height of the adjacent rooflines when installed or at maturity.

- IV. *Any development involving more than one building or structure shall provide common access roads and pedestrian walkways. Parking and outside storage areas shall be screened from view, to the maximum extent feasible, from either the scenic highway or the adjacent scenic, historic, or recreational resource. Acceptable screening methods shall include, but are not limited to, the use of existing topography, the strategic placement of buildings and structures, or landscaping and plantings which harmonize with the natural landscape of the designated area.*

All required parking would be provided in a two-level subterranean parking garage and therefore would be screened from view. The project proposes two access driveways to the underground parking garage. The portion of the parking garage that provides residential parking would be accessed via a driveway off S. Sierra, while the remainder of the parking would be accessed via a driveway off Dahlia. The required commercial loading area would take access via Dahlia Drive and is proposed to be located inside a portion of the restaurant building located at the southwest corner of S. Highway 101 and Dahlia, and therefore would be screened from view. A connected pedestrian walkway and open spaces would provide common pedestrian access into and through the proposed project.

- V. *Utilities shall be constructed and routed underground except in those situations where natural features prevent undergrounding or where*

safety considerations necessitate aboveground construction and routing.

The Engineering Department has placed a condition on the project that requires any new utility services including, but not limited to, electrical and telephone, to be undergrounded. There are no existing overhead utilities surrounding this project. There are a few above ground utility cabinets which will be either relocated, undergrounded, or eliminated.

- VI. *The alteration of the natural topography of the site shall be minimized and shall avoid detrimental effects to the visual setting of the designated area and the existing natural drainage system. Alterations of the natural topography shall be screened from view from either the scenic highway or the adjacent scenic, historic, or recreational resource by landscaping and plantings which harmonize with the natural landscape of the designated area, except when such alterations add variety to or otherwise enhance the visual setting of the designated area. However, design emphasis shall be placed on preserving the existing quality of scenic resources rather than concealment of disturbances or replacement in kind. In portions of the scenic area overlay zone containing sensitive lands, grading may be severely restricted or prohibited.*

The entire site has been disturbed as a result of previous development and the topography no longer exists in a natural condition, nor are there sensitive lands. The proposed project has been designed to follow the existing topography of the site, which varies from an elevation of approximately 61 to 68 feet above MSL, sloping upward in an easterly direction. The majority of the grading would be required to provide the subterranean parking garage.

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

The Applicant has received approval for a comprehensive sign plan.

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

A condition of project approval includes that all new exterior lighting fixtures comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060). All light fixtures shall be shielded so that

no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.

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

Maximum building height of structures in the C Zone in the South Highway 101/South Sierra District of the HWY 101 SP is 35 feet. As part of the permit application for the previously proposed American Assets Trust (AAT) project, temporary story poles were erected on the project site in December 2015 to show the height and general outline of the previously proposed structures. After notice was issued to residents within 300 feet of the project site, the City received two claims of potential view impairment. The claims were evaluated by the VAC on March 17, 2015 and the VAC recommended denial of the project due to the inability to make the required findings. Given that the AAT project did not proceed, these two claims were given a "pending" status and were considered valid claims for the currently proposed Project.

As part of the proposed Project's permit application, revised story poles were installed and certified on November 17, 2017 to show the height and outline of the currently proposed structures. As certified, the story poles show a maximum building height of 32.5 feet from the proposed grade. A public notice was issued to residents within 300 feet of the project area on February 16, 2018, notifying them of the proposed Project. A corrected notification was subsequently issued on February 21, 2018. The deadline for residents to submit a view assessment claim was March 19, 2018. Two new applications for view assessment were received, in addition to the two "pending" claims from the previous AAT project, for a total of four view assessment claims.

The Project was reviewed by the VAC on May 15, 2018. The Commission voted to continue the project to a later date to give the Applicant time to work with the claimants and revise the proposed Project. In response, the Applicant proposed a revised project design that reduces the proposed building heights. The highest point of the revised string line was certified at the location of Story Pole #47 at a height of 96.1 feet above MSL. The string line of the tallest portion of the structure as measured from the lower of the existing or proposed grade was certified at 32.2 feet above the existing grade at the location of Story Pole #57. The heights of the story pole string lines were lowered to reflect the revised building heights, although the original story poles were not changed. The heights of the string lines were certified by a licensed land surveyor on May 29, 2018.

The project was scheduled for the June 19, 2018 meeting. The Commission again voted to continue the meeting to a later date to give

the Applicant additional time to work with the claimants to revise the proposed project. After working further with the view claimants, the Applicant again redesigned the proposed Project by reducing the height of the residential, retail, and restaurant buildings, and the claimants withdrew their applications for view assessment. As a result, the SDP will be issued administratively with the DRP should the Council make the findings to certify the EIR and approve the project. The Applicant will be required to show compliance with the approved maximum height and three-dimensional building envelope that was approved by the SDP at the time of submittal for a building permit and also prior to requesting a framing inspection.

With the proposed modifications, the Applicant requested and received approval of a Structure Development Permit waiver for the following modifications: 1.) to construct a flat roof at a height of 84 feet above MSL or 17.5 feet on the restaurant space at the southeast corner of the property; 2.) to increase the width of the office building at the northwest corner of the property by approximately 3.25 feet and to increase the width of the center of the office building by approximately 16 feet; and 3.) to add two open and uncovered pedestrian bridges that would connect the second floor of the office, retail and residential buildings.

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, except as modified (~~strikeout to be removed~~, **bold to be added**) herein:

A. Community Development Department Conditions:

XXIII. PARKING

- (a) No Charge for Parking: There shall not be any charge or fee to park **for tenants of the Project or their respective employees, customers, invitees, guests, visitors, and contractors that provide services to tenants of** ~~in the parking garage for the Project. Therefore, for the purpose of example and not for limitation, there shall not be any charge to park in the parking garage for any tenants of the Project or their respective employees, customers, invitees, guests, visitors, and contractors that provide services to tenants of the Project. An exception to this requirement shall be charges associated with the Electric Vehicle (EV) charging stations provided for the commercial parking spaces. Exceptions to this requirement shall be charges associated with the Electric Vehicle (EV) charging stations provided for the~~

commercial parking spaces and valet parking services associated with restaurant uses.

- (c) ~~No Assigned Parking Spaces: Except for tenants of the residential apartment building, parking spaces shall not be assigned or otherwise reserved for any tenants of the Project or their respective employees, customers, and guests.~~ **No Assigned Restaurant/Retail Parking Spaces: Only the minimum number of required parking spaces for residential and office uses may be assigned and reserved from general restaurant and retail access. Reserved Office parking spaces must be made available, with appropriate signage, for general Project visitors after 6:00 p.m.**

XXIX. ACCESS TO COMMON AREA

Public Access to Common Area: The common area of the Project, including the courtyard area located between the residential apartment building on the south side, the office buildings on the north side, and the retail and restaurant buildings on the east side of the Project, shall remain open for public access **between the hours of 7:00 a.m. and 11:00 p.m., seven days a week.** The “Findings of Fact” (page 4) of the EIR for this Project refers to this open area as the “east-west open space spine that would serve as a public walkway from Highway 101 through the development to South Sierra Avenue.”

- h. The Applicant shall participate in the Sand Compatibility and Opportunistic Use Program (SCOUP) and deposit soil exports on city beaches. The Applicant’s soil engineer shall investigate, perform testing and determine if a portion of the soil to be exported is compatible with beach sediments in accordance with the SCOUP Plan prepared by Moffatt & Nichol, dated March 2006, available on the SANDAG website.
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 13th day of November, 2019, by the following vote:

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

DAVID A. ZITO, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

ZEPHYR
HIGHWAY 101 & DAHLIA
SOLANA BEACH, CA 92075

Gensler
225 BROADWAY SUITE 100
SAN DIEGO, CA 92101
Phone: (619)557-2500

ZEPHYR

SOLANA 101

OCTOBER 29, 2019

HIGHWAY 101 & DAHLIA
SOLANA BEACH, CA 92075

GENSLER PROJECT NUMBER: 55.7765.000

DESIGN TEAM DIRECTORY

BUILDING OWNER: ZEPHYR PARTNERS
700 SECOND STREET, ENCINITAS, CA 92014
CONTACT: RYAN HERRELL
TELEPHONE: 760.908.8383
EMAIL: RHERRELL@ZEPHYRPARTNERS.COM

ARCHITECT: GENSLER
225 BROADWAY SUITE 1600, SAN DIEGO, CA 92101
CONTACT: DAN ROBINSON
TELEPHONE: 619.557.2500
FAX: 619.557.2520
EMAIL: DANIEL_ROBINSON@GENSLER.COM

GENERAL CONTRACTOR: DPR CONSTRUCTION
5010 SHOREHAM PLACE, SAN DIEGO, CA 92122
CONTACT: ELWYN POMPEI
TELEPHONE: 858.795.3228
FAX: 858.430.5547
EMAIL: ELWYNP@DPR.COM

LANDSCAPE ARCHITECT: CARSON DOUGLAS
3051 BROADWAY, SUITE 1580, SAN DIEGO CA 92101
CONTACT: MICHAEL BRENNAN
TELEPHONE: 619.995.1306
EMAIL: MICHAEL@CD-LA.COM

MECHANICAL / PLUMBING / ELECTRICAL ENGINEER: GLUMAC
225 BROADWAY SUITE 1580
CONTACT: STACI ASHCRAFT
TELEPHONE: 619.557.4616
EMAIL: SASHCRAFT@GLUMAC.COM

CIVIL ENGINEER: PROJECT DESIGN CONSULTANTS
701 B STREET, STE 800, SAN DIEGO, CA 92101
CONTACT: GREG SHIELDS
TELEPHONE: 619.454.9115
FAX: 619.234.0349
EMAIL: GREG@PROJECTDESIGN.COM

STRUCTURAL ENGINEER: KPFF
3131 CAMINO DEL RIO NORTH, SUITE 1080, SAN DIEGO, CA 92108
CONTACT: BRYON SPICER
TELEPHONE: 619.521.8500
EMAIL: BRYON.SPICER@KPFF.COM

GEOTECHNICAL ENGINEER: NOVA
ADDRESS: 4373 VIEWRIDGE AVE, STE B, SAN DIEGO, CA 92123
CONTACT: WAIL MOKHTAR
TELEPHONE: 858.292.7575 X 409
FAX: 858.292.7570
EMAIL: WMOKHTAR@USA-NOVA.COM

CODE CONSULTANT: COFFMAN ENGINEERS
11770 BERNARO PLAZA COURT, #116, SAN DIEGO, CA 92128
CONTACT: AMAN SHAW
TELEPHONE: 619.642.2191
FAX: 818.285.2651
EMAIL: SHAH@COFFMAN.COM

WATER PROOFING CONSULTANT: CRAIG CONSULTING
731 ZANZIBAR COURT, SAN DIEGO, CA 92109
CONTACT: BOB CRAIG
TELEPHONE: 858.242.7647
EMAIL: BOB@CRAIGCONSULTING1.COM

ACCESSIBILITY CONSULTANT: JENSEN HUGHES
11770 BERNARDO PLAZA COURT, SUITE 116, SAN DIEGO, CA 92128
CONTACT: MARK VERROCHI
TELEPHONE:
FAX:
EMAIL:

ACOUSTICAL CONSULTANT: IDIBRI
1935 N. MARSHALL AVENUE, EL CAJON, CA 92020
CONTACT: VANCE BRESHEARS
TELEPHONE: 619.569.2027
EMAIL: VBRESHEARS@IDIBRI.COM

DRY UTILITIES: BUTSKO
1935 N. MARSHALL AVENUE, EL CAJON, CA 92020
CONTACT: ALEXANDRA BUTSKO
TELEPHONE: (858) 746-6039
EMAIL: LEXI.BUTSKO@NV5.COM

PROJECT SCOPE/NARRATIVE

Based on sound concepts of community compatibility, sustainability and environmental conservation, 101 Solana has been designed as a two story mixed use project organized around open space. Apartments, offices and retail all are located on the east-west open space spine that also serves as a pedestrian connection from Pacific Coast Hwy through the development to Sierra Avenue. This open space serves also to separate the uses into discreet building forms, each with their own architectural expression. The single level retail and food and beverage structures that front 101 form an inviting pedestrian scale while achieving the objectives of the Highway 101 Corridor Specific Plan. The project design features serve to help blend the total development into the Solana Beach fabric and development patterns as well as bring light and air into all the various uses. The landscape areas of the project have been designed to be welcoming and to encourage social interaction between the various mix of uses. The plant materials are intended to integrate into the neighborhood context and enhance the human scale experience through and around the project. Plants have been selected and placed to soften the architecture and reinforce the overall design composition.

Through meeting with key community members and city staff the design of Solana, the environmentally superior alternative, accomplishes specific requests,

- Strongly against 3 stories, community members' feedback results in a thoughtful 2-story design compatible with the surrounding visual character
- Mindful of pedestrian scale along Coast Highway
- The three uses (office, retail and residential) have individual and unique character
- The project will have a feel of being developed over time
- The retail will have an industrial character
- Continuation of the sidewalk along 101 providing connectivity and ambiance
- Provides 2 garage entries - one off of Dahlia and one off of Sierra - per community input
- The project design expresses openness
- Pedestrian entrance to the site is asymmetrical
- Incorporation of reclaimed materials
- Pedestrian spaces leading through the project
- Reverse diagonal parking will be provided on Sierra
- Create interesting articulation in the building facade
- Position a building mass on the corner of 101 and Dahlia in lieu of the plaza proposed in the previous project
- Reflect the unique character of Solana Beach
- Incorporate sustainable features and building practices

Energy conservation begins with site planning. Solana 101 has been configured with the primary residential and office buildings being sited on an east-west axis. This orientation makes it possible to integrate effective sun control thereby reducing heat gain. Combined with low E glazing and reflective roofing the reduction in heat gain in turn reduces the air conditioning loads and energy usage. A mix of flat and sloping roofs provides the opportunity for a substantial installation of solar panels, creating a renewable energy resource. Natural ventilation incorporated in the design of the apartments and offices take advantage of the location near the coast and also reduce the cooling load therefore reducing energy consumption. Strategically placed expanses of glass and light wells draw natural light deep into spaces reducing the need and energy consumption of lighting. LED lighting throughout the project, high efficiency split system mechanical equipment and high efficiency boilers contribute measurably to our goal of creating a sustainable project.

Water conservation is a key component of the proposed project sustainability goals. Plant material has been carefully selected for being resilient through drought conditions. The landscape species including native plants and edibles are responsive to our climate, limited water resources and contribute to local ecology. The proposed irrigation system will be highly efficient and responsive to real time weather conditions. It should be noted that no turf grass is proposed within the project. Beyond landscaping, the buildings will be outfitted with low water use plumbing fixtures reducing demand of California's precious resource.

Public transit and pedestrian orientation have been integrated into the project design. Likewise, the corner of the site at the signalized intersection of highway 101 and Dahlia provides easy pedestrian access to the pedestrian bridge to the Cedros district. While this is an inherent characteristic of the site, this illustrates how this brownfield site is an ideal location for a moderate density mixed use project. The mix of uses combined with the infill project connecting CVS, Bank of America, the Beachwalk Plaza and the Cedros district allows users to do more in one pedestrian linked location reducing driving trips to multiple locations. The updated traffic study for the environmentally superior alternative shows a significant reduction in trips compared with the previously proposed project.

Parking for the total development is underground in a two level garage. Additional street parking is provided on Sierra by extending the diagonal parking from the north. Two entrances, one for the residents and the second for the office and commercial patrons will prevent problematic queuing and un-necessary waiting in line either inside or out. This reduces energy use and air pollution. Designated parking for low emission vehicles and electric vehicles will be provided.

Storm water runoff is controlled responsibly on site. Insofar as the entire project is located atop a two-level parking garage, a thoughtful system that includes filtering water through a carefully designed system of planters and drains, storage and pumps is integral with the overall design concept. Robust stormwater filtration systems have been integrated seamlessly and artfully through the use of at grade and podium level planters, some with dramatic spillways intended to showcase our precious rainfall. This supports the project commitment to environmental sustainability and responsibility.

PROJECT INFORMATION

ADDRESS: HIGHWAY 101 AND DAHLIA
SOLANA BEACH, CA 92075

CONSTRUCTION TYPE:
RESTAURANT/RETAIL: TYPE V-B - FULLY SPRINKLERED
OFFICE/RETAIL: TYPE II-B - FULLY SPRINKLERED
RESIDENTIAL: TYPE V-A - FULLY SPRINKLERED
PARKING: TYPE I-A - FULLY SPRINKLERED

ZONING DESIGNATIONS: C - GENERAL COMMERCIAL

OVERLAY ZONE: HIGHWAY 101 SPECIFIC PLAN

F.A.R.: 1.2

SITE AREA: GROSS: 84,955 SF
NET: 75,547 SF = 1.73 ACRES

ALLOWABLE FLOOR AREA PER ZONING: 84,955 X 1.2 = 101,946 SF

PROPOSED BUILDING AREA PER ZONING: SEE SHEET G00.3

RESIDENTIAL DENSITY CALCULATION: 20 (units) X 1.73 (NET ACRES) - 34.6 UNITS
(per SBMC Section 17.24.020)

RESIDENTIAL DENSITY PROPOSED: 25 D.U.

OCCUPANCY: A-2, M, B, R-2, S-2

NUMBER OF STORIES: 2 STORIES ABOVE GRADE, 2 STORIES BELOW

BUILDING HEIGHT: 35'-0" MAX

SETBACKS:
FRONT YARD: 0'-0" HIGHWAY 101, 10'-0" SIERRA
STREET SIDE YARD: 10'-0" (DAHLIA DRIVE)
SIDE YARD: 0'-0"
REAR YARD: 0'-0"

LEGAL DESCRIPTION:
A PORTION OF LOT 24 OF SOLANA BEACH, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1749, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SIAD SAN DIEGO COUNTY, MARCH 5, 1923. THE PROPERTY IS LOCATED WITHIN THE SCENIC AREA OVERLAY ZONE(SAOZ) AND THE HIGHWAY 101 SPECIFIC PLAN S. SIERRA S. HIGHWAY 101 DISTRICT.

ASSESSORS PARCEL NUMBER: 298-052-06,07,08,13 AND 14

SUSTAINABILITY GOALS

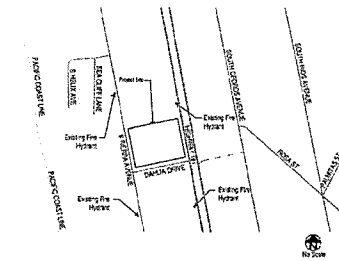
SUSTAINABILITY MEASURES CONSIDERED FOR INCORPORATION INTO THE PROJECT INCLUDE BUT NOT LIMITED TO THE FOLLOWING:

- BUILDING ORIENTATION FOR SOLAR DESIGN
- PHOTOVOLTAIC ROOF PANELS
- SOLAR THERMAL WATER HEATING AT RESIDENTIAL
- CLOSE PROXIMITY TO PUBLIC TRANSIT
- EROSION CONTROLS DURING CONSTRUCTION
- DROUGHT TOLERANT PLANTS
- HIGH-EFFICIENCY LOW-FLOW IRRIGATION
- ENERGY STAR ROOF FOR REDUCED HEAT ISLAND EFFECT
- BMP STORMWATER TREATMENT
- HIGH-EFFICIENCY PLUMBING FIXTURES
- NATURAL VENTILATION FOR COOLING
- IMPROVED INSULATION SYSTEMS
- HIGH-EFFICIENCY APPLIANCES
- ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS
- CONSTRUCTION WASTE MANAGEMENT
- ELECTRIC VEHICLE CHARGING STATIONS

DRAWING INDEX

DRAWING INDEX CONFORMANCE	
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G00.3	FAR SUMMARY
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FAR L2	LEVEL 2 - FAR CALC VERIFICATION
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EX2 - 1(P)	EXHIBIT 2 - 1(P) - 1ST FLOOR PROPOSED
EX2 - 2(E)	EXHIBIT 2 - 2(E) - 2ND FLOOR ENTITLED
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EX2 - F P1	ENTITLED & PROPOSED P1 FIRE ACCESS PLAN
EX2 - F P2	ENTITLED & PROPOSED P2 FIRE ACCESS PLAN
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EX2 - F(P)	PROPOSED SITE FIRE ACCESS PLAN
EX2 - F(P)1	BUILDING 1 CODE ANALYSIS
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EX2 - G	PROPOSED GATE LOCATIONS
EX2 - S	ROW ADJUSTMENT
EX2 - SP	STORY POLE EXHIBIT
EX2 - T	PLANTER EXHIBIT
EX3 - P	EXHIBIT EGRESS PLANS
A02.101	OVERALL PARKING P1 FLOOR PLAN
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1-A04.301	EXTERIOR ELEVATIONS
2-A04.101	OVERALL ELEVATIONS
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EX3 - V1	SIERRA & DAHLIA VIEWS
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EX3 - V5	OFFICE/COURTYARD VIEW
EX3 - V6	SIERRA VIEWS
EX3 - V7	SIERRA VIEWS
EX3 - V8	HWY 101 & DAHLIA VIEWS
EX3 - V9	HWY 101 & DAHLIA
EX3 - V10	RESTAURANT PATIO
EX3 - V11	RESTAURANT FROM HWY 101
EX3 - V12	EAST SIDE OF HWY 101
EX3 - V13	OFFICE NORTH SIDE FROM CVS
EX3 - V14	OFFICE SOUTH SIDE @ CVS
EX3 - V15	OFFICE NORTH FACADE

VICINITY MAP



100 HIGHWAY 101 & DAHLIA
SOLANA BEACH, CA 92075



225 Broadway
Suite 150
San Diego, CA 92101
United States
Tel: 619.537.2500
Fax: 619.537.2500

Date	Description
2018.10.24	Conformance Exhibit

Scale: _____

Project Name: SOLANA 101

Project Number: 55.7765.000

Discipline: _____

PROJECT INFORMATION/
DRAWING INDEX

Scale: _____

G00.1

15/02/2016 10:31 AM

PARKING ANALYSIS

ENTITLED DEVELOPMENT PARKING SUMMARY

PARKING REQUIRED						
USE	REQUIREMENTS			SQ.FT. / UNITS	No OF STALLS REQ'D	
Residential	2 spaces for each	2	bdrm units	33,473 sf	18 u	36
Residential	1.5 spaces for each	1	bdrm units	7 u		11
Residential Guest	1 spaces for each	4	units	25 u		6
Office Space	1 spaces for each	300	sf of gfa.	45,587 sf		152
F & B (total)	Building area Outdoor area	10,562* 2,920 sf	1 spaces for each	100 sf of gfa.	13,482 sf	135
Retail		4,121 sf	1 spaces for each	200 sf of gfa.	4,121 sf	21
				TOTAL RES.		53
				TOTAL COMM.		308
				TOTAL		361
				Motocycles 1% of total		4

*1,246 sf of loading dock area should have been excluded from parking calculation

PARKING PROVIDED				
	RESIDENTIAL	RESIDENTIAL GUEST	COMMERCIAL	No OF STALLS PROVIDED
PARKING GARAGE P1	47	6	111	164
PARKING GARAGE P2	0	0	202	202
TOTAL PROVIDED	53		313	366
				Motocycles 5

REFER TO LEVEL P1 & SITE PLAN FOR ELECTRICAL VEHICLE CHARGING STATION LOCATIONS
20% OF PARKING REQUIRED TO BE DESIGNATED FOR FUEL EFFICIENT VEHICLES PER CALGREEN

TOTAL PROVIDED PARKING INCLUDES 8 REQUIRED ADA STALLS

SURFACE PARKING				
	NORTH	EAST	WEST	SOUTH
	n/a	13	7	4
TOTAL		24		

PROPOSED DEVELOPMENT PARKING SUMMARY

PARKING REQUIRED						
USE	REQUIREMENTS			SQ.FT. / UNITS	No OF STALLS REQ'D	
Residential	2 spaces for each	2	bdrm units	30,367 sf	18 u	36
Residential	1.5 spaces for each	1	bdrm units	7 u		11
Residential Guest	1 spaces for each	4	units	25 u		6
Office Space	1 spaces for each	300	sf of gfa.	47,503 sf		158.34
F & B (total)	Building area Outdoor area Support area*	9,554 2,920 437 sf	1 spaces for each	100 sf of gfa.	12,474 sf	124.74
			1 spaces for each	300 sf of gfa.	437 sf	1.46
Retail		4,245 sf	1 spaces for each	200 sf of gfa.	4,245 sf	21.23
				TOTAL RES.		53
				TOTAL COMM.		306
				TOTAL REQUIRED		359
				Motocycles 1% of total		4

PARKING PROVIDED				
	RESIDENTIAL	RESIDENTIAL GUEST	COMMERCIAL	No OF STALLS PROVIDED
PARKING GARAGE P1	48	6	105	159
PARKING GARAGE P2	0	0	206	206
TOTAL PROVIDED	54		311	365
				Motocycles 5

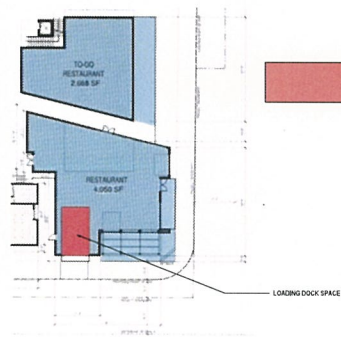
REFER TO LEVEL P1 & SITE PLAN FOR ELECTRICAL VEHICLE CHARGING STATION LOCATIONS
20% OF PARKING REQUIRED TO BE DESIGNATED FOR FUEL EFFICIENT VEHICLES PER CALGREEN

TOTAL PROVIDED PARKING INCLUDES 8 REQUIRED ADA STALLS

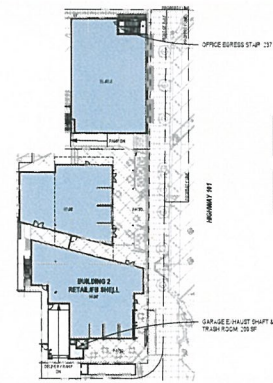
TOTAL OF 32 BICYCLE PARKING PROVIDED: 26 SURFACE & 6 AT LEVEL P1 (REFER TO PLANS FOR LOCATIONS)

SURFACE PARKING				
	NORTH	EAST	WEST	SOUTH
	n/a	13	7	4
TOTAL		24		

F&B PARKING AREA



AREA THAT SHOULD HAVE BEEN EXCLUDED FROM ENTITLED PARKING CALCULATION



FAR AREA F&B PARKING CALC (1:100 SF OF GFA)
SUPPORT SPACE PARKING CALC (1:300 SF OF GFA)

ENTITLED

PROPOSED



16000111 & 00111A
SOLANA BEACH, CA 92075



225 Broadway
Suite 100
San Diego, CA 92101
United States
Tel: 619.557.2500
Fax: 619.557.2520

Date Description
2019.10.28 Conformance Exhibit

Signature

Project Name
SOLANA 101

Project Number
55.7765.000

Description
PARKING SUMMARY

Scale
As indicated

G00.2

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DWG: 2019.10.28 17:25:00 - Solana 101 - 00111A - 15/10/2019 10:31 AM - Parking Garage_2110.dwg

ENTITLED FAR CALC. DISCREPANCIES

FAR TABULATION (ENTITLED)				
	F&B	RETAIL	OFFICE	RESIDENTIAL
1ST FLOOR	12,269		22,447	17,496
2ND FLOOR		4,142	23,140	15,976
TOTAL	12,269	4,142	45,587	33,473
TOTAL(FAR)	95,471			



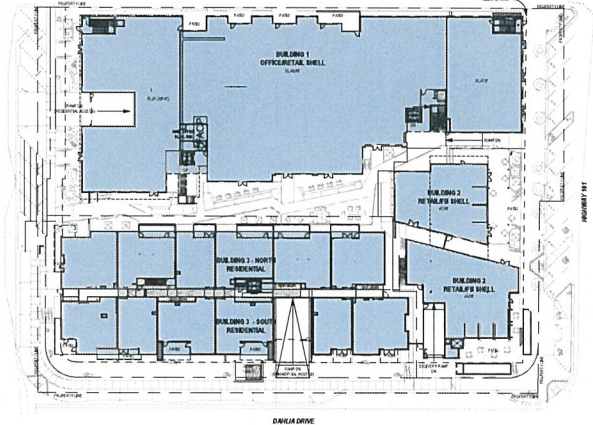
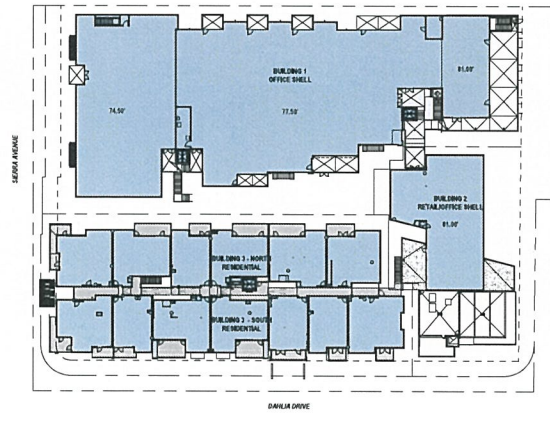
AREA THAT SHOULD HAVE BEEN EXCLUDED FROM ENTITLED FAR CALCULATION

PROPOSED FAR CALC.

FAR TABULATION (PROPOSED)				
	F&B	RETAIL	OFFICE	RESIDENTIAL
1ST FLOOR	F&B Area: 9,554 Support Area: 437		23,186	15,297
2ND FLOOR		4,245	24,317	15,070
TOTAL	9,991	4,245	47,503	30,367
TOTAL(FAR)	92,106			

ALLOWABLE FLOOR AREA PER ZONING: 101,846 SF

GROSS FLOOR AREA: The area within the surrounding exterior finished wall outside of all buildings including accessory living units and guest houses, or portion thereof, including lofts, mezzanines, and stairwells, but excluding of required parking (200 square feet per space), courtyards with walls on three sides or less and not covered, and basements (shall have 90 percent or more of the story height below pre-existing or finished grade, whichever is lower). One one-story detached accessory building used as a storage shed, playhouse, or similar use that does not exceed 120 square feet (residential only) is excluded.



Date	Description
2016.10.29	Conference Exhibit

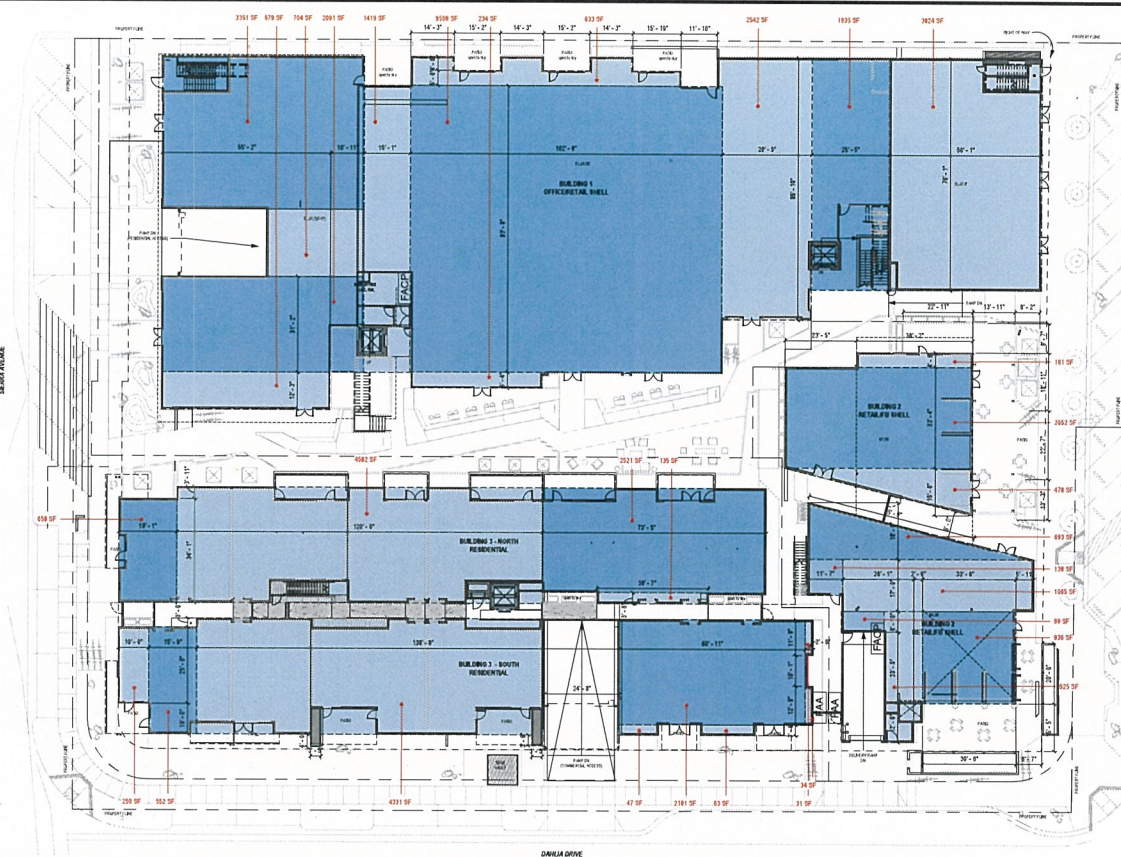
Project Name
SOLANA 101

Project Number
55.7765.000

Description
FAR SUMMARY

Scale
As indicated

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ZEPHYR

HIGHWAY 101 & DANIELA
SOLANA BEACH, CA 92688

Gensler

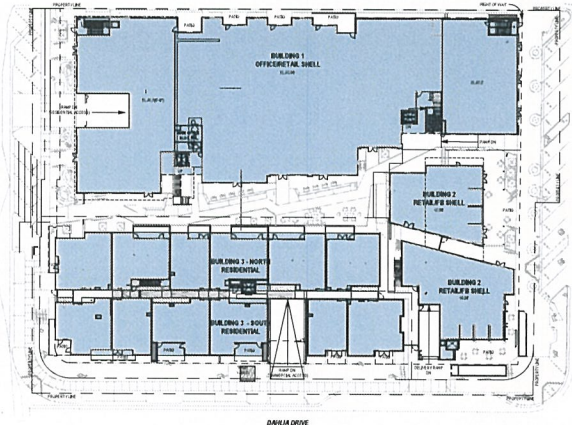
225 Broadway
Suite 100
San Diego, CA 92101
United States

Tel: 619.552.2500
Fax: 619.552.2529

Date	Description
2019.10.29	Conformance Exhibit

1 LEVEL 1 FAR CALCULATION VERIFICATION

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



FAR KEY PLAN AS DEPICTED ON SHEET G00.3 "FAR SUMMARY" OF THE CONFORMANCE DOCUMENTS

FAR TABULATION TABLE AS DEPICTED ON SHEET G00.3 "FAR SUMMARY" OF THE CONFORMANCE DOCUMENTS

FAR TABULATION (PROPOSED)				
	F&B	RETAIL	OFFICE	RESIDENTIAL
1ST FLOOR	Building Area 9,554 Support Area 437	4,245	23,186	15,297
2ND FLOOR			24,317	15,070
TOTAL	9,991	4,245	47,503	30,367
TOTAL(FAR)	92,106			

ALLOWABLE FLOOR AREA PER ZONING: 101,946 SF

GROSS FLOOR AREA: The area within the surrounding exterior finished wall surface of all buildings, including accessory living units and guest houses, or portion thereof, including lifts, mezzanines, and stairwells, but excluding of required parking (200 square feet per space), courtyards (with walls on three sides or less and not covered), and basements (must have 50 percent or more of the story height below pre-existing or finished grade, whichever is lower). One pre-existing detached accessory building used as a storage shed, playhouse, or similar use that does not exceed 120 square feet (residential only) is excluded.

Infill Signature

NOT FOR CONSTRUCTION

Project Name
SOLANA 101

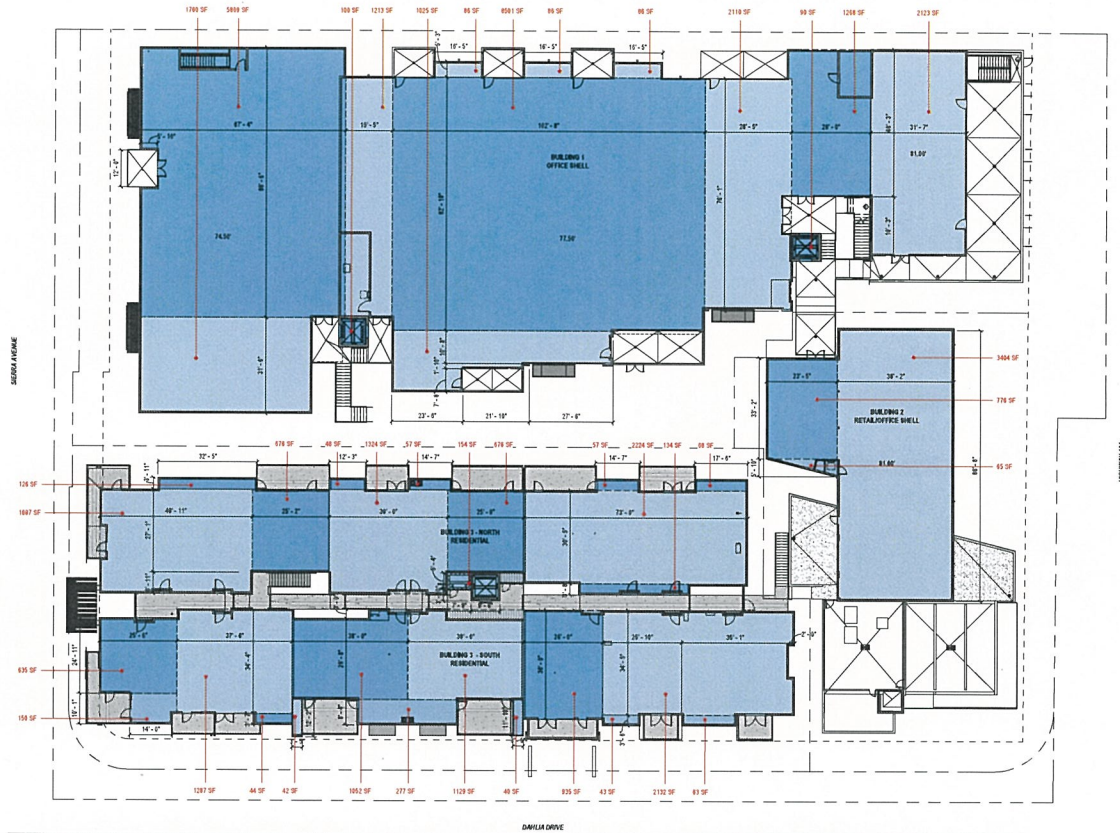
Project Number
55.7765.000

Description
LEVEL 1 - FAR CALC VERIFICATION

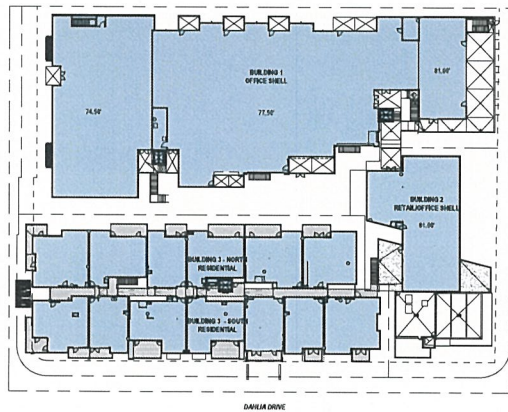
Scale
As indicated

FAR L1

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1 LEVEL 2 FAR CALCULATION VERIFICATION
SCALE: 1/8" = 1'-0"



FAR KEY PLAN AS DEPICTED ON SHEET G00.3 "FAR SUMMARY" OF THE CONFORMANCE DOCUMENTS

FAR TABULATION TABLE AS DEPICTED ON SHEET G00.3 "FAR SUMMARY" OF THE CONFORMANCE DOCUMENTS

FAR TABULATION (PROPOSED)				
	F&B	RETAIL	OFFICE	RESIDENTIAL
1ST FLOOR	Building Area 9,554 Support Area 437		23,186	15,297
2ND FLOOR		4,245	24,317	15,070
TOTAL	9,991	4,245	47,503	30,367
TOTAL(FAR)				92,106

ALLOWABLE FLOOR AREA PER ZONING: 101,946 SF

GROSS FLOOR AREA: The area within the surrounding exterior finished wall surface of all buildings, including accessory living units and guest houses, or portion thereof, including lofts, mezzanines, and stairwells, but exclusive of required parking (200 square feet per space), courtyards with walls on three sides or less and not covered, and basements (must have 50 percent or more of the story height below pre-existing or finished grade, whichever is lower). One on-street detached accessory building used as a storage shed, playhouse, or similar use that does not exceed 120 square feet (residential only) is excluded.

Date	Description
2018.11.29	Conformance Exhibit

Signature

NOT FOR CONSTRUCTION

Project Name
SOLANA 101

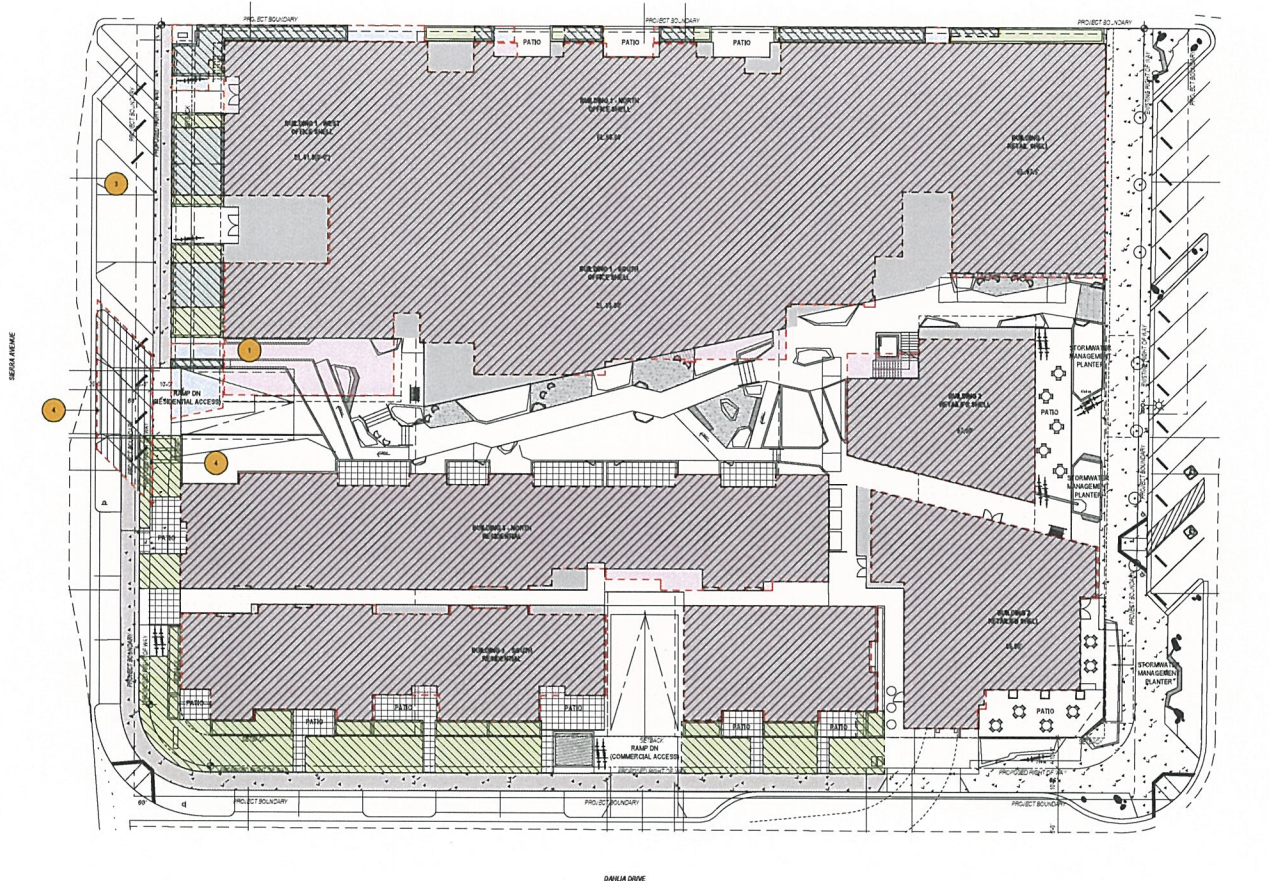
Project Number
55.7765.000

Description
LEVEL 2 - FAR CALC VERIFICATION

Scale
As indicated

FAR L2

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Date	Description
2018.12.29	Conference Exhibit

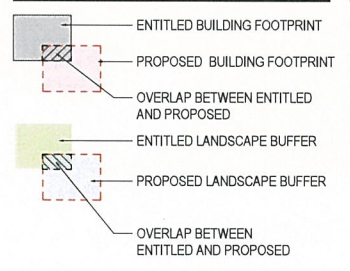
1 Exhibit 2-1(E) - 1ST FLOOR ENTITLED
SCALE: 1/8" = 1'-0"

LANDSCAPE BUFFERS

LANDSCAPE BUFFER (ENTITLED)				
	NORTH	EAST	WEST	SOUTH
	205.25/ 1,032 SF	n/a	165.75/ 2,183 SF	182.25/ 2,901 SF
TOTAL	553.25/6,116 SF			

LANDSCAPE BUFFER (PROPOSED)				
	NORTH	EAST	WEST	SOUTH
	210/ 986 SF	n/a	168.00/ 2,558 SF	203.25/ 3,121 SF
TOTAL	581.25/6,665 SF			

LEGEND



NOTE LEGEND

- 1 PREVIOUS ENTRANCE TO COURTYARD
- 2 PREVIOUS DIAGONAL PARKING ARRANGEMENT
- 3 PROPOSED DIAGONAL PARKING RELOCATION
- 4 PREVIOUS RW AND SETBACK LOCATION, REFER TO PROPERTY LINE EXHIBIT

1=10/20/2018

Project Name
SOLANA 101

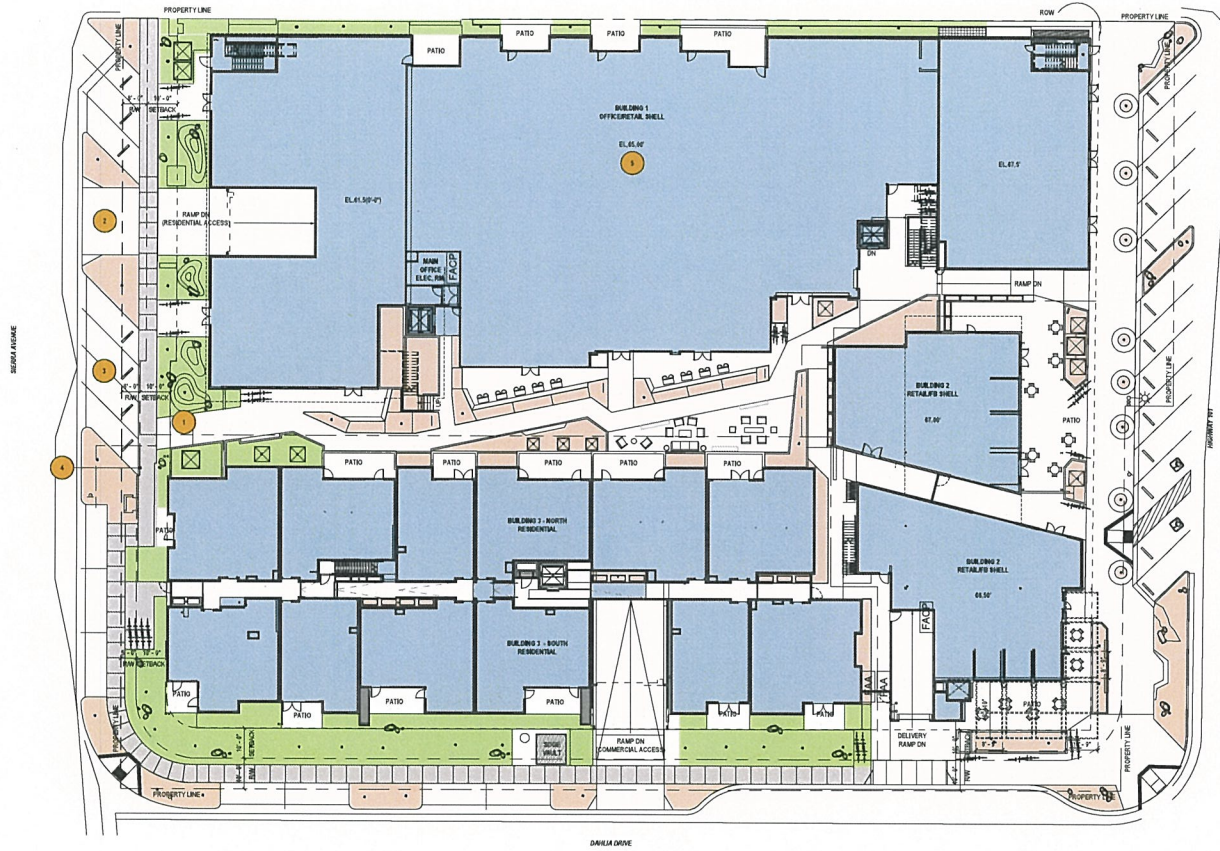
Project Number
55.7765.000

Description
EXHIBIT 2-1(E) - 1ST FLOOR ENTITLED

Scale
1/16" = 1'-0"

EX2-1(E)

B:\2018\55.7765.000 - Solana 101\7165 Solana 101 - 2nd_Paving_Genplan_2110.dwg



Date	Description
2018.10.28	Conformance Exhibit

Exhibit Signature

1 Exhibit 2-1(P) - 1ST FLOOR PROPOSED
SCALE: 1/8" = 1'-0"

LANDSCAPE BUFFERS

LANDSCAPE BUFFER (ENTITLED)	LANDSCAPE BUFFER (ENTITLED)			
	NORTH	EAST	WEST	SOUTH
	205.25/ 1,032 SF	n/a	165.75/ 2,183 SF	182.25/ 2,901 SF
TOTAL	553.25/6,116 SF			

LANDSCAPE BUFFER (PROPOSED)	LANDSCAPE BUFFER (PROPOSED)			
	NORTH	EAST	WEST	SOUTH
	210/ 986 SF	n/a	168.00/ 2,558 SF	203.25/ 3,121 SF
TOTAL	581.25/6,665 SF			

LEGEND

- PROPOSED BUILDING FOOTPRINT
- PROPOSED LANDSCAPE BUFFER
- PROPOSED LANDSCAPE AREA

NOTE: REFER TO EX2-1(E) & EX2-2(Z)
FOR COMPARISON TO ENTITLED.

NOTE LEGEND

- 1 PROPOSED ENHANCED ENTRANCE TO COURTYARD
- 2 PROPOSED PARKING RAMP FOR RESIDENTS RELOCATION
- 3 PROPOSED DIAGONAL PARKING RELOCATION
- 4 PROPOSED R/W AND SETBACK LOCATION, REFER TO PROPERTY LINE EXHIBIT
- 5 PROPOSED OFFICE BUILDING CONSOLIDATES BUILDINGS UNDER ONE ROOF/FLOOR PLATE.

Project Name
SOLANA 101

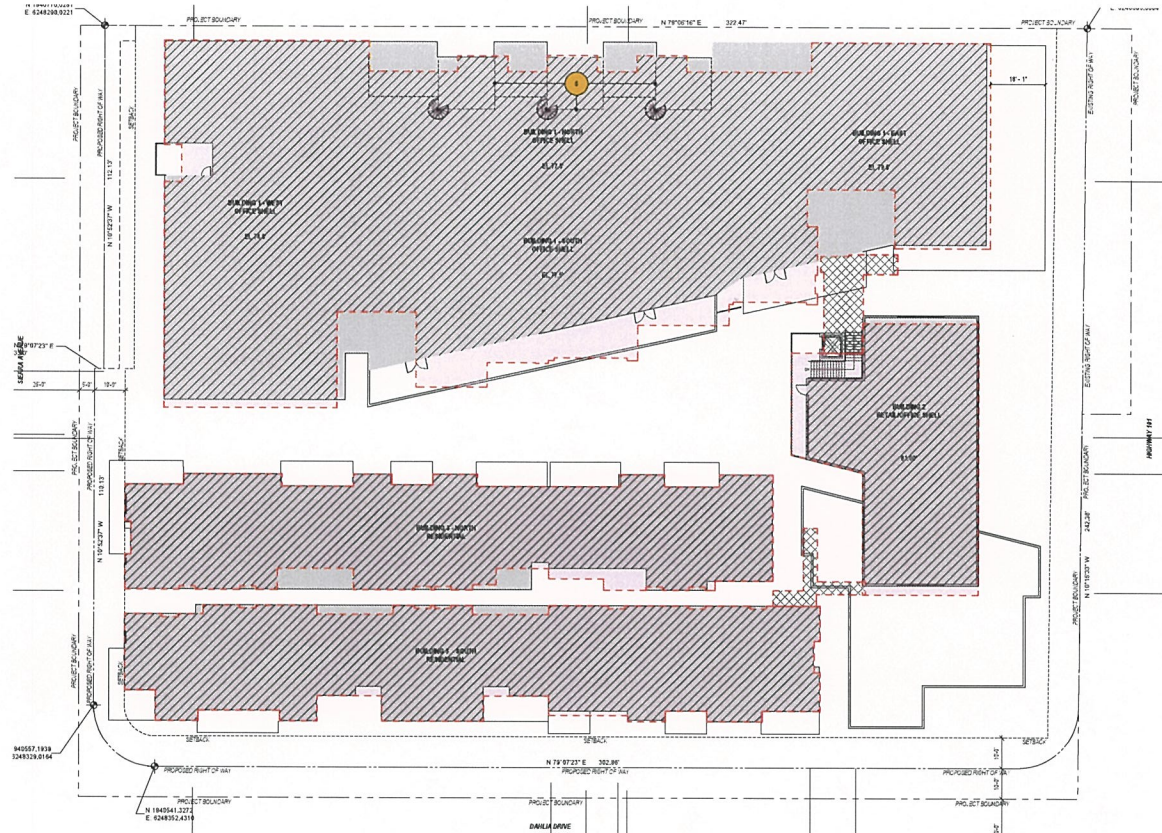
Project Number
55.7765.000

Description
EXHIBIT 2-1(P) - 1ST FLOOR PROPOSED

Scale
1/16" = 1'-0"

EX2-1(P)

15/02/2019 10:51:31 AM



ZEPHYR

150 MAY 101 & CALLETA
SOLANA BEACH, CA 92075

Gensler

225 Broadway
Suite 100
San Diego, CA 92101
United States
Tel: 619.557.2500
Fax: 619.557.2539

Date	Description
2019.12.29	Conformance Exhibit

1 Exhibit 2-1(E) - 2ND FLOOR ENTITLED
SCALE: 1/8" = 1'-0"

Signature

Project Name
SOLANA 101

Project Number
55.7765.000

Description
EXHIBIT 2 - 2(E) - 2ND FLOOR ENTITLED

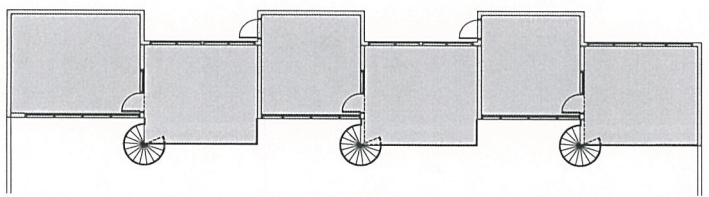
Scale
As indicated

EX2 - 2(E)

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08/20/2019 11:01:00 - Solana 101 15/02/2019 10:51:31 AM - 2nd Floor Entitled - 1/8" = 1'-0"

2 MEZZANINE ENTITLED (ELIMINATED IN PROPOSED DESIGN)
SCALE: 1/8" = 1'-0"

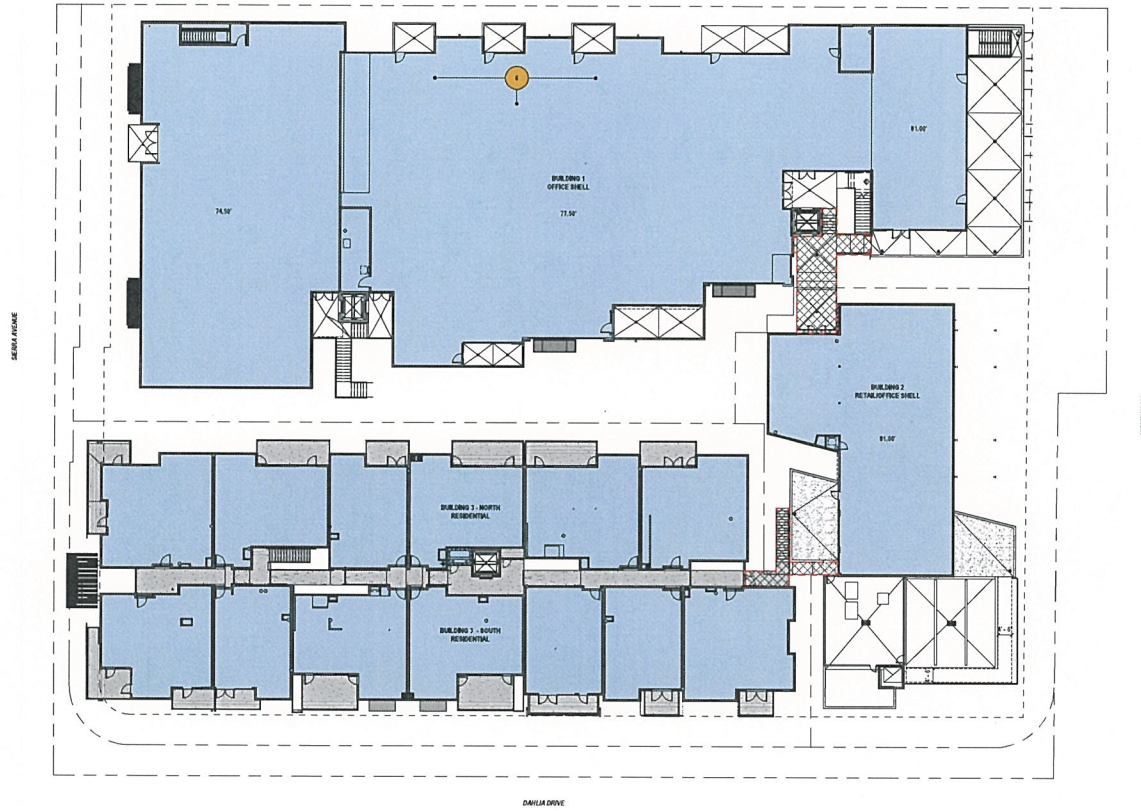


LEGEND

- ENTITLED BUILDING FOOTPRINT
- PROPOSED BUILDING FOOTPRINT
- OVERLAP BETWEEN ENTITLED AND PROPOSED
- PROPOSED EGRESS BRIDGE LOCATION



NOTE LEGEND

- PREVIOUS MEZZANINES, TO BE ELIMINATED IN PROPOSED DESIGN




1 Exhibit 2-2(P) - 2ND FLOOR PROPOSED
 SCALE: 1/16" = 1'-0"

LEGEND

-  PROPOSED BUILDING FOOTPRINT
-  PROPOSED EGRESS BRIDGE LOCATION

NOTE LEGEND

-  PREVIOUS MEZZANINES, TO BE ELIMINATED IN PROPOSED DESIGN

NOTE: REFER TO EX2-1(E) & EX2-2(2) FOR COMPARISON TO ENTITLED.

Date	Description
2019.10.29	Conformance Exhibit

 Designer/Signature

 Project Name
 SOLANIA 101

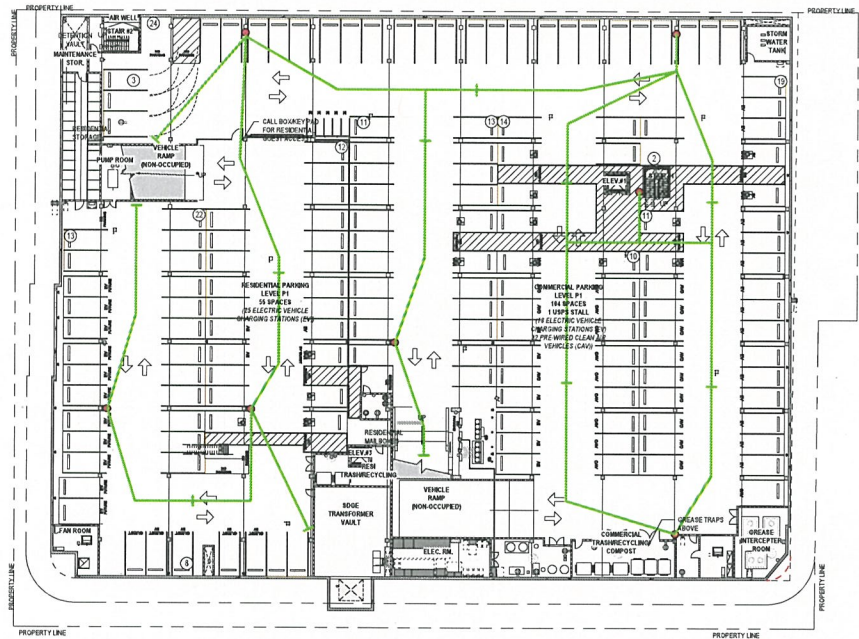
 Project Number
 55.7765.000

 Description
 EXHIBIT 2 - 2(P) - 2ND FLOOR PROPOSED

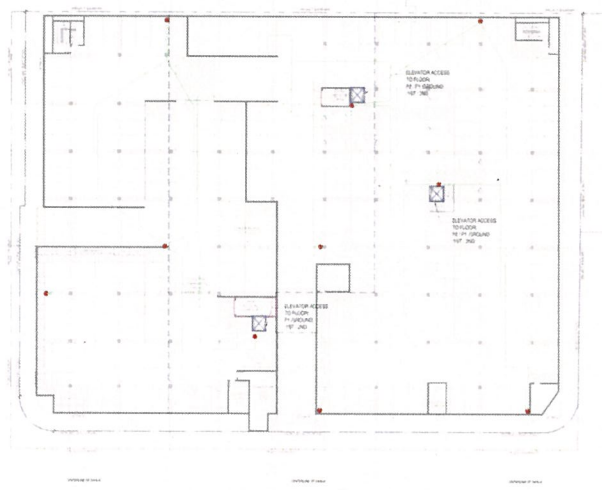
 Scale
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EX2 - 2(P)

1/20/2018 10:41 AM



1 PROPOSED P1 FIRE ACCESS PLAN



Solana Beach 101
Highway 101 & Camino Verde
Solana Beach, CA 92083

Development Permit

2 ENTITLED P1 FIRE ACCESS PLAN

GENERAL NOTES

1. ADD RADIO REPEATER SYSTEM ON EACH FLOOR OR AS NECESSARY IN THE PARKING STRUCTURE.
2. TRASH ENCLOSURES & TRASH CHUTE TO BE CONSTRUCTED PER CODE
3. ROOF SOLAR PANELS WILL MEET FIRE DEPARTMENT STANDARDS FOR ACCESS AND VENTILATION REQUIREMENTS, SHUT OFFS
4. SHOW MAP DIRECTORY FRONT AND REAR WITH ADDRESS/SUITE NUMBER OF ALL BUILDINGS.
5. GATE WILL HAVE STROBE LIGHT AND KNOX KEY SWITCH FOR EACH OF THEM, WITH BATTERY BACK-UP IN THE EVENT OF POWER FAILURE. (SECURITY GATE AT SIERRA AVENUE RESIDENTIAL GARAGE ENTRANCE ONLY)
6. NEW FIRE HYDRANT - RED PAINT, NO PARKING, 15 FEET EACH SIDE OF ALL FIRE HYDRANT.
7. ALL BUILDINGS WILL HAVE NFPA 13 FIRE SPRINKLER SYSTEM INSTALLED
8. SEE SHEET EX-2 - F(P) FOR TYPE CONSTRUCTION

LEGEND

- HOSE PULL (150' MAX.)
- HOSE PULL (100' MAX.)
- 2 1/2 WET STANDPIPE LOCATION
- EXISTING FIRE HYDRANT
(2) 4" OPENINGS WITH NST
(2) 2 1/2" OPENINGS WITH NST
- NEW FIRE HYDRANT
(2) 4" OPENINGS WITH NST
(2) 2 1/2" OPENINGS WITH NST
- TRASH CHUTE
- ELEVATOR
- FIRE DEPARTMENT CONNECTION
- 2 1/2" HOSE CABINET
- AREA EXCEEDING 150' HOSE PULL
- 1 HR RATED WALL
- 2 HR RATED WALL
- ADDITIONAL LAYER OF 5/8" TYPE X GYPSUM WALL BOARD

ZEPHYR

109 MAY 101 & CAMINO VERDE
SOLANA BEACH, CA 92083

Gensler

225 Bushong
Suite 100
San Diego, CA 92101
United States
Tel: 619.532.2500
Fax: 619.532.2520

Date	Description
2018.10.28	Conformance Exhibit

Exhibit Signature

NOT FOR CONSTRUCTION

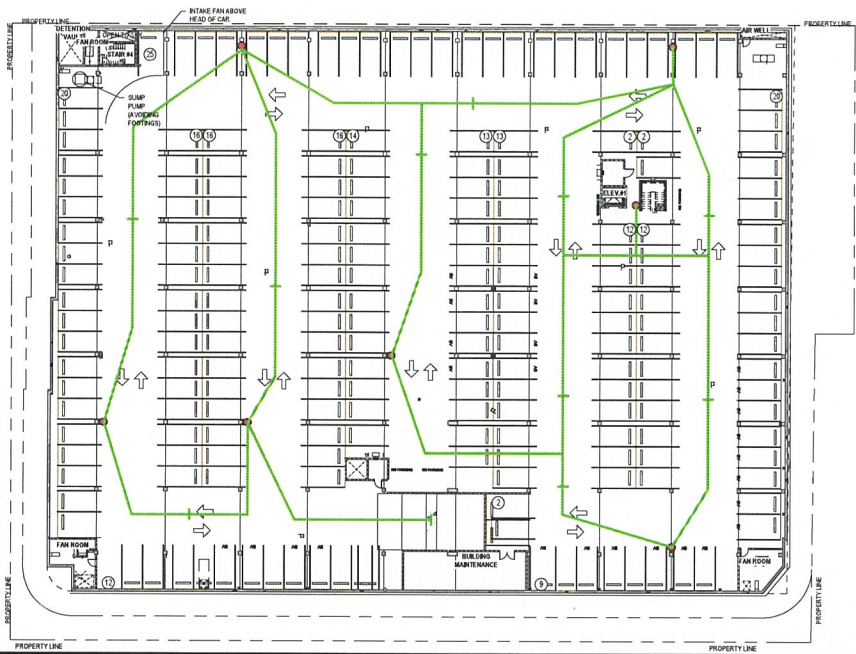
Project Name
SOLANA 101
Project Number
55.7765.000
Description
ENTITLED & PROPOSED P1 FIRE ACCESS PLAN
Scale
As indicated

EX2 - F P1

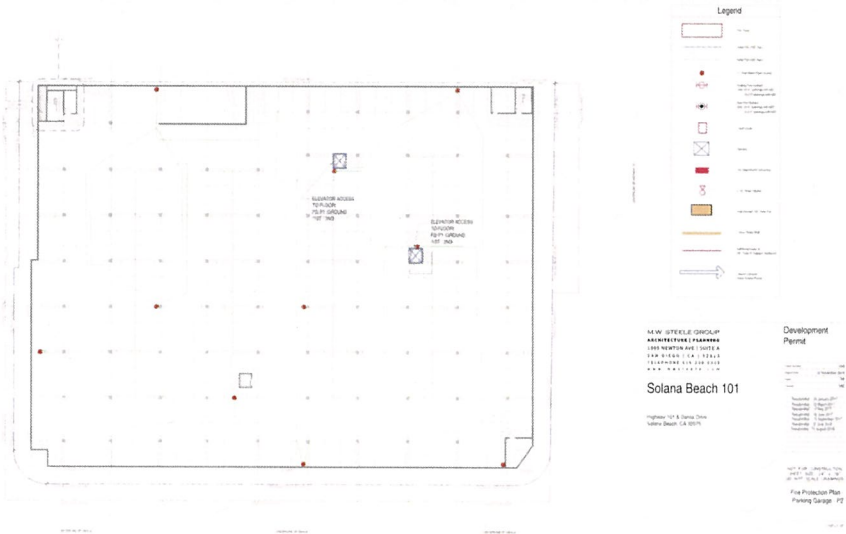
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DWG: 20180917161601 - Solana 101 - P1 - Fire Access Plan - Parking Group_P1.dwg

1/20/2018 10:24 PM



1 PROPOSED P2 FIRE ACCESS PLAN



2 ENTITLED P2 FIRE ACCESS PLAN

GENERAL NOTES

1. ADD RADIO REPEATER SYSTEM ON EACH FLOOR OR AS NECESSARY IN THE PARKING STRUCTURE.
2. TRASH ENCLOSURES & TRASH CHUTE TO BE CONSTRUCTED PER CODE
3. ROOF SOLAR PANELS WILL MEET FIRE DEPARTMENT STANDARDS FOR ACCESS AND VENTILATION REQUIREMENTS, SHUT OFFS
4. SHOW MAP DIRECTORY FRONT AND REAR WITH ADDRESS/SUITE NUMBER OF ALL BUILDINGS.
5. GATE WILL HAVE STROBE LIGHT AND KNOX KEY SWITCH FOR EACH OF THEM, WITH BATTERY BACK-UP IN THE EVENT OF POWER FAILURE. (SECURITY GATE AT SIERRA AVENUE RESIDENTIAL GARAGE ENTRANCE ONLY)
6. NEW FIRE HYDRANT - RED PAINT, NO PARKING, 15 FEET EACH SIDE OF ALL FIRE HYDRANT.
7. ALL BUILDINGS WILL HAVE NFPA 13 FIRE SPRINKLER SYSTEM INSTALLED
8. SEE SHEET EX2 - F(P) FOR TYPE CONSTRUCTION

LEGEND

- HOSE PULL (150' MAX.)
- HOSE PULL (100' MAX.)
- 2 1/2 WET STANDPIPE LOCATION
- EXISTING FIRE HYDRANT
(2) 4" OPENINGS WITH NST
(2) 2 1/2" OPENINGS WITH NST
- NEW FIRE HYDRANT
(2) 4" OPENINGS WITH NST
(2) 2 1/2" OPENINGS WITH NST
- TRASH CHUTE
- ELEVATOR
- FIRE DEPARTMENT CONNECTION
- 2 1/2" HOSE CABINET
- AREA EXCEEDING 150' HOSE PULL
- 1 HR RATED WALL
- 2 HR RATED WALL
- ADDITIONAL LAYER OF 5/8" TYPE X GYPSUM WALL BOARD

ZEPHYR

100 HWY 101 S DANA POINT, CA 92626

Gensler

225 Broadway, Suite 100, San Diego, CA 92101
Tel: 619.592.2500 Fax: 619.592.2529
United States

Date	Description
2018.10.29	Conformance Exhibit

Signature

NOT FOR CONSTRUCTION

Project Name
SOLANA 101

Project Number
55.7765.000

Description
ENTITLED & PROPOSED P2 FIRE ACCESS PLAN

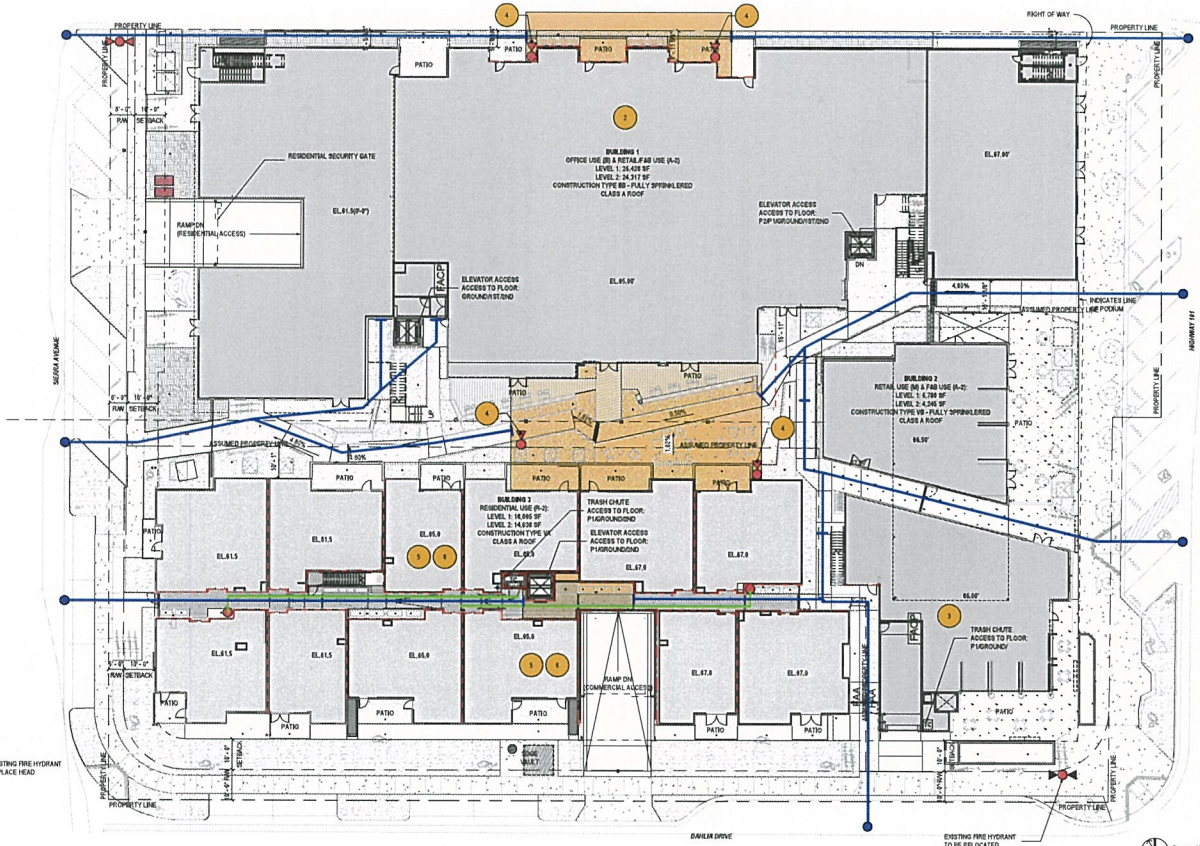
Scale
As indicated

EX2 - F P2

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D:\00000000\7765.000 - Solana 101\7765 Solana 101 - 2nd_Parking_Genlog_2110.dwg

A6.2



1 Exhibit 2-F(P) - FIRE ACCESS PROPOSED
SCALE: 1/8" = 1'-0"

SOLANA BEACH 101 - ALTERNATE MATERIALS & METHODS MITIGATION SUMMARY

ITEM	SUBJECT	PRESCRIPTIVE CODE REQUIREMENT	PROPOSED SYSTEM OR MITIGATION	RESULT
1	Not Used			
2	Type B-B Construction		Building 2 Construction Type upgraded to B-B. Steel structural system, concrete over metal deck, floors and metal stud exterior walls clad with non-combustible materials.	Non-combustible construction provides additional fire protection to the building.
3	Type V-B Modified Construction		Building 2 meets all area, height and occupancy requirements for Type V-B construction. Type V-B construction allows for all exterior and structural walls to be of non-rated construction. However, much of Level 1 of Building 2 will be composed of non-combustible building materials including CMU walls, steel structure, metal stud walls for exterior envelope, and concrete over metal deck for the rooftop separating level two. Refer to Sheet EX-3-F(P) for these areas.	Implementing non-combustible walls and structure into a Type V-B construction type provides additional fire protection to the building.
4	Exterior Standpipe Hose Outlets (Mitigation)	Non-Compliance: Meeting and exceeding the 150 foot hose pull access to all portions of the building exterior walls of the first story of the building as measured by an approved route and around the exterior of the building or facility. Hose pull requirements are not met along the north property boundary and in the open to sky courtyard at the center of the project.	Added four (4) Exterior Standpipe Hose Outlets with 2-1/2 inch valves. Two (2) located in the courtyard between buildings "1" and "3" and two (2) located on the North face of building "1". They will provide reliable water supply and fire hose connectors. They will meet the fire hose pull requirement such that the most remote portion does not exceed the 150 foot hose pull from any hose connectors.	The additional exterior standpipes can essentially serve fire hose extensions to allow fire fighters the ability to reach all exterior areas further with their hose packs.
5	Fire Sprinklers System NFPA 13R System Upgrade to NFPA 13 System. (Mitigation)	Not required by CFC to upgrade fire sprinkler system from NFPA 13R to NFPA 13	Multi-family residential units will be upgraded to full NFPA 13 fire sprinkler system	NFPA 13 fire sprinkler design provides enhanced fire protection to the building which includes life and property protection
6	Wall Types (Mitigation)		Increase fire resistance. An extra layer of 5/8" type "X" gypsum wallboard will be provided on one side of each residential unit to residential unit partition and residential unit to corridor partition in building "3". An extra layer of 5/8" type "X" gypsum wallboard will be provided on one side of exterior north wall of building "1" where deficiency in hose pull length occurs.	CBC table 722.6.2(1) assigns a time rating of 40 minutes for 5/8" type "X" gypsum wallboard. This approach increases compartmentalization further reducing likelihood of fire spread during fire response and adding time for the occupants to exit the building.

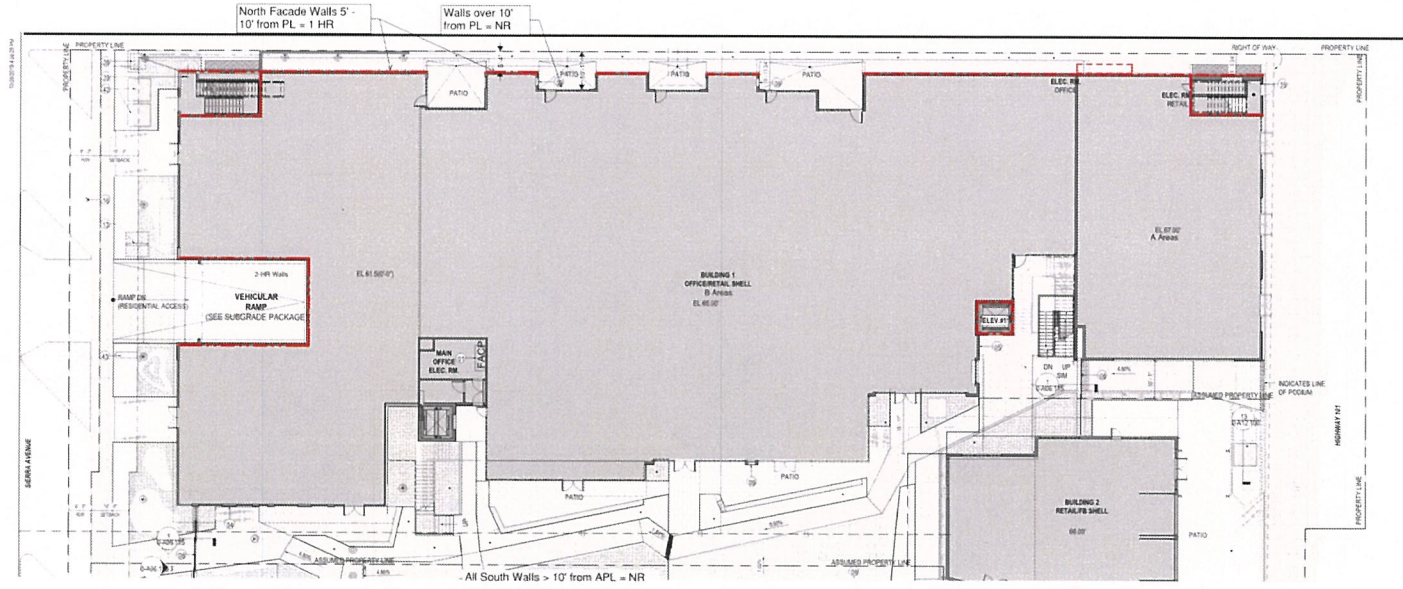
GENERAL NOTES

1. ADD RADIO REPEATER SYSTEM ON EACH FLOOR OR AS NECESSARY IN THE PARKING STRUCTURE.
2. TRASH ENCLOSURES & TRASH CHUTE TO BE CONSTRUCTED PER CODE
3. ROOF SOLAR PANELS WILL MEET FIRE DEPARTMENT STANDARDS FOR ACCESS AND VENTILATION REQUIREMENTS, SHUT OFFS
4. SHOW MAP DIRECTORY FRONT AND REAR WITH ADDRESS/SUITE NUMBER OF ALL BUILDINGS.
5. GATE WILL HAVE STROBE LIGHT AND KNOX KEY SWITCH FOR EACH OF THEM, WITH BATTERY BACK-UP IN THE EVENT OF POWER FAILURE. (SECURITY GATE AT SIERRA AVENUE RESIDENTIAL GARAGE ENTRANCE ONLY)
6. NEW FIRE HYDRANT - RED PAINT, NO PARKING, 15 FEET EACH SIDE OF ALL FIRE HYDRANT.
7. ALL BUILDINGS WILL HAVE NFPA 13 FIRE SPRINKLER SYSTEM INSTALLED
8. SEE SHEET EX-2 - F(P) FOR TYPE CONSTRUCTION

LEGEND

- HOSE PULL (150' MAX.)
- HOSE PULL (100' MAX.)
- 2 1/2 WET STANDPIPE LOCATION
- EXISTING FIRE HYDRANT
(2) 4" OPENINGS WITH NST
(2) 2 1/2" OPENINGS WITH NST
- NEW FIRE HYDRANT
(2) 4" OPENINGS WITH NST
(2) 2 1/2" OPENINGS WITH NST
- TC TRASH CHUTE
- ELEVATOR
- FIRE DEPARTMENT CONNECTION
- 2 1/2" HOSE CABINET
- AREA EXCEEDING 150' HOSE PULL
- 1 HR RATED WALL
- 2 HR RATED WALL
- ADDITIONAL LAYER OF 5/8" TYPE X GYPSUM WALL BOARD

NOT FOR CONSTRUCTION



Building 1 - Description:
Office Bldg: Type IIB
Occupancy: B, A-2 (Mixed Use, non-separated)
FS Allowable Area per Level A-2 Occ: 28,500 SF (per level, 2 max w/sprinkler increase)
Per CBC 2016 Max area = 2 x 28,500 = 57,000 SF
Building 1 - As Proposed
L01 SF: A-2 = 3,242 SF
 B = 23,186 SF
L02 SF: B = 24,317 SF
Total: 50,745 SF

CBC 2016 Table References:

TABLE 104.1 - ALL ALLOWABLE NUMBER OF STORES ABOVE GRADE PLANE

SECTOR	MAX. HEIGHT	MAX. NUMBER OF STORES
A-1	10	2
A-2	10	2
A-3	10	2
A-4	10	2
A-5	10	2
A-6	10	2
A-7	10	2
A-8	10	2
A-9	10	2
A-10	10	2
A-11	10	2
A-12	10	2
A-13	10	2
A-14	10	2
A-15	10	2
A-16	10	2
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A-63	10	2
A-64	10	2
A-65	10	2
A-66	10	2
A-67	10	2
A-68	10	2
A-69	10	2
A-70	10	2

TABLE 104.2 - ALL ALLOWABLE NUMBER OF STORES ABOVE GRADE PLANE

SECTOR	MAX. HEIGHT	MAX. NUMBER OF STORES
A-1	10	2
A-2	10	2
A-3	10	2
A-4	10	2
A-5	10	2
A-6	10	2
A-7	10	2
A-8	10	2
A-9	10	2
A-10	10	2
A-11	10	2
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A-63	10	2
A-64	10	2
A-65	10	2
A-66	10	2
A-67	10	2
A-68	10	2
A-69	10	2
A-70	10	2

TABLE 104.3 - ALL ALLOWABLE AREA FACTOR (A, B, OR C) TYPE OF STORES IN SQUARE FEET

SECTOR	MAX. HEIGHT	MAX. AREA FACTOR
A-1	10	2
A-2	10	2
A-3	10	2
A-4	10	2
A-5	10	2
A-6	10	2
A-7	10	2
A-8	10	2
A-9	10	2
A-10	10	2
A-11	10	2
A-12	10	2
A-13	10	2
A-14	10	2
A-15	10	2
A-16	10	2
A-17	10	2
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A-60	10	2
A-61	10	2
A-62	10	2
A-63	10	2
A-64	10	2
A-65	10	2
A-66	10	2
A-67	10	2
A-68	10	2
A-69	10	2
A-70	10	2

TABLE 104.4 - FIRE RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS

SECTOR	MAX. HEIGHT	MAX. RATING
A-1	10	2
A-2	10	2
A-3	10	2
A-4	10	2
A-5	10	2
A-6	10	2
A-7	10	2
A-8	10	2
A-9	10	2
A-10	10	2
A-11	10	2
A-12	10	2
A-13	10	2
A-14	10	2
A-15	10	2
A-16	10	2
A-17	10	2
A-18	10	2
A-19	10	2
A-20	10	2
A-21	10	2
A-22	10	2
A-23	10	2
A-24	10	2
A-25	10	2
A-26	10	2
A-27	10	2
A-28	10	2
A-29	10	2
A-30	10	2
A-31	10	2
A-32	10	2
A-33	10	2
A-34	10	2
A-35	10	2
A-36	10	2
A-37	10	2
A-38	10	2
A-39	10	2
A-40	10	2
A-41	10	2
A-42	10	2
A-43	10	2
A-44	10	2
A-45	10	2
A-46	10	2
A-47	10	2
A-48	10	2
A-49	10	2
A-50	10	2
A-51	10	2
A-52	10	2
A-53	10	2
A-54	10	2
A-55	10	2
A-56	10	2
A-57	10	2
A-58	10	2
A-59	10	2
A-60	10	2
A-61	10	2
A-62	10	2
A-63	10	2
A-64	10	2
A-65	10	2
A-66	10	2
A-67	10	2
A-68	10	2
A-69	10	2
A-70	10	2

Date Description
2018.12.28 Conference Exhibit

Signature

NOT FOR CONSTRUCTION

Project Name
SOLANA 101

Project Number
55.7765.000

Description
BUILDING 1

Scale
1/4" = 1'-0"

EX2 - F(P)1

Building 1

Building 2 Description:
 Building 2: Type V B
 Occupancy: A-2, M (Mixed use, **non separated**)
 Allowable Area per Level A-2 occ. 6,000 SF (w/Height Increase)
 Allowable Area w/Frontage Increase: 7,320 SF/Lvl
 FS Height Increase : 2 Levels
 Per CBC 2016 Max Area: 7,320 x 2 = 14,640 SF

Building 2 - As Proposed
 L01 SF: A-2 = 6,780 SF
 L02 SF: M = 4,245 SF
 Total: 11,025 SF

Frontage increase:

Table 2-1 Minimum Average setbacks. To qualify for this frontage increase, the building must be based on setbacks to the building envelope shall be a minimum of 5'-0" on all four sides and a minimum of 5'-0" on the lot lines...

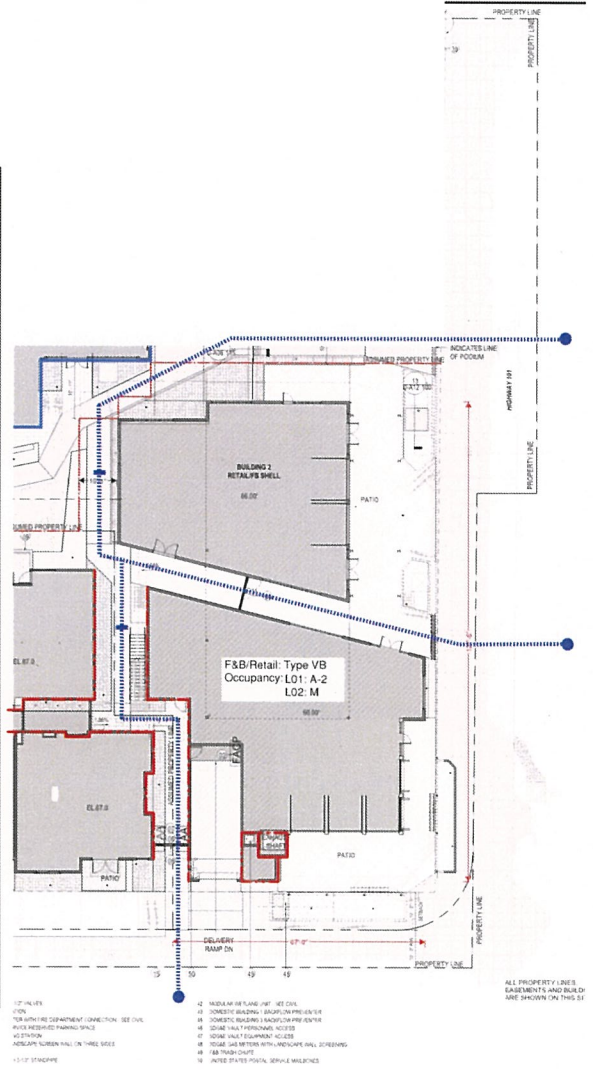
Table 3.1 Minimum setbacks. The setbacks required shall be determined to accommodate with...
 $F = 194$
 $P = 408$
 $W = 30$
 $I = 0.22$
 $I = [194 \cdot 408 - 0.25] / 30 \cdot 0.22$
 Frontage increase = 0.22 x 6,000 = 1,320

CBC 2016 Table References:

TABLE 3-2.1 ALLOWABLE BUILDING HEIGHT IN FEET ABOVE GRADE PLANE
 TABLE 3-2.2 ALLOWABLE NUMBER OF STORIES ABOVE GRADE PLANE
 TABLE 3-2.3 ALLOWABLE AREA FACTOR (A_F) IN PERCENT BASED ON THE MAXIMUM PERMITTED HEIGHT

TABLE 3-3 FIRE RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON THE SEPARATION DISTANCE

TABLE 3-4 FIRE RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON THE SEPARATION DISTANCE



Date: 2019.09.29
 Description: Conformance Exhibit

Signature:

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Project Name: SOLANA 101
 Project Number: 55.7765.000
 Description: BUILDING 2
 Scale: 1/16" = 1'-0"
EX2 - F(P)2

Building 2

Building 3 - Description:
 Type V-A
 Sprinklered
 Calculation
 Bldg 3, Type V-A
 Occupancy: R-2

 S Allowable Area per Level R-2 occ: 36,000 SF
 Max 4 Levels
 Per CBC 2016 Max area: 4 x 36,000 = 144,000 SF

 Building 3 - As Proposed
 Level 01 SF: 18,055 SF
 Level 02 SF: 14,036 SF

 Total: 32,101 SF

CBC 2016 Table Reference:

TABLE 504.1 - ALLOWABLE BUILDING HEIGHTS BY USE ABOVE GRADE PLANE

Use	Height (feet)	Number of Stories
Residential Type VA, FS, FS	40	4

TABLE 504.2 - ALLOWABLE AREA FACTOR OF THE STORY ABOVE GRADE PLANE

Occupancy	Use	Area Factor (sq ft/sq ft)
R-2	Residential Type VA, FS, FS	1.00

TABLE 505 - FIRE RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS

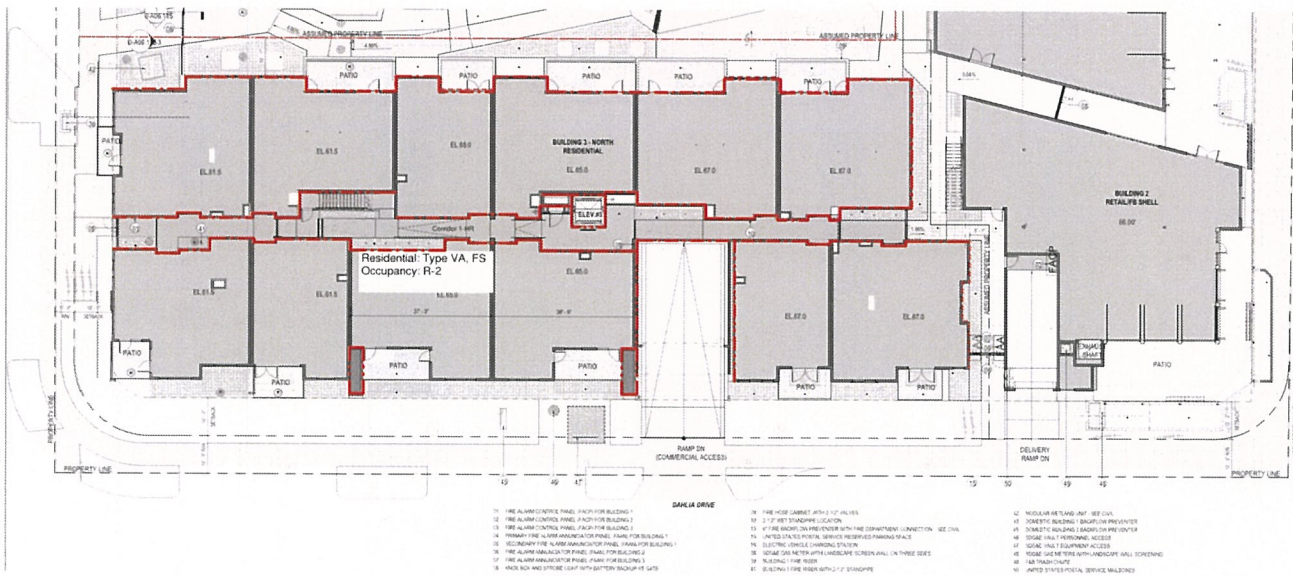
Building Element	Group A	Group B	Group C	Group D	Group E
Structural Steel	3	2	1	0	0
Structural Concrete	2	1	0	0	0
Masonry	2	1	0	0	0
Metal Decking	1	0	0	0	0
Roofing	1	0	0	0	0
Interior Partitions	1	0	0	0	0
Interior Ceilings	1	0	0	0	0
Interior Walls	1	0	0	0	0
Interior Floors	1	0	0	0	0
Exterior Walls	2	1	0	0	0
Exterior Roofs	2	1	0	0	0

TABLE 506 - FIRE RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE

Fire Separation Distance (feet)	Rating
0	1
10	2
20	3
30	4

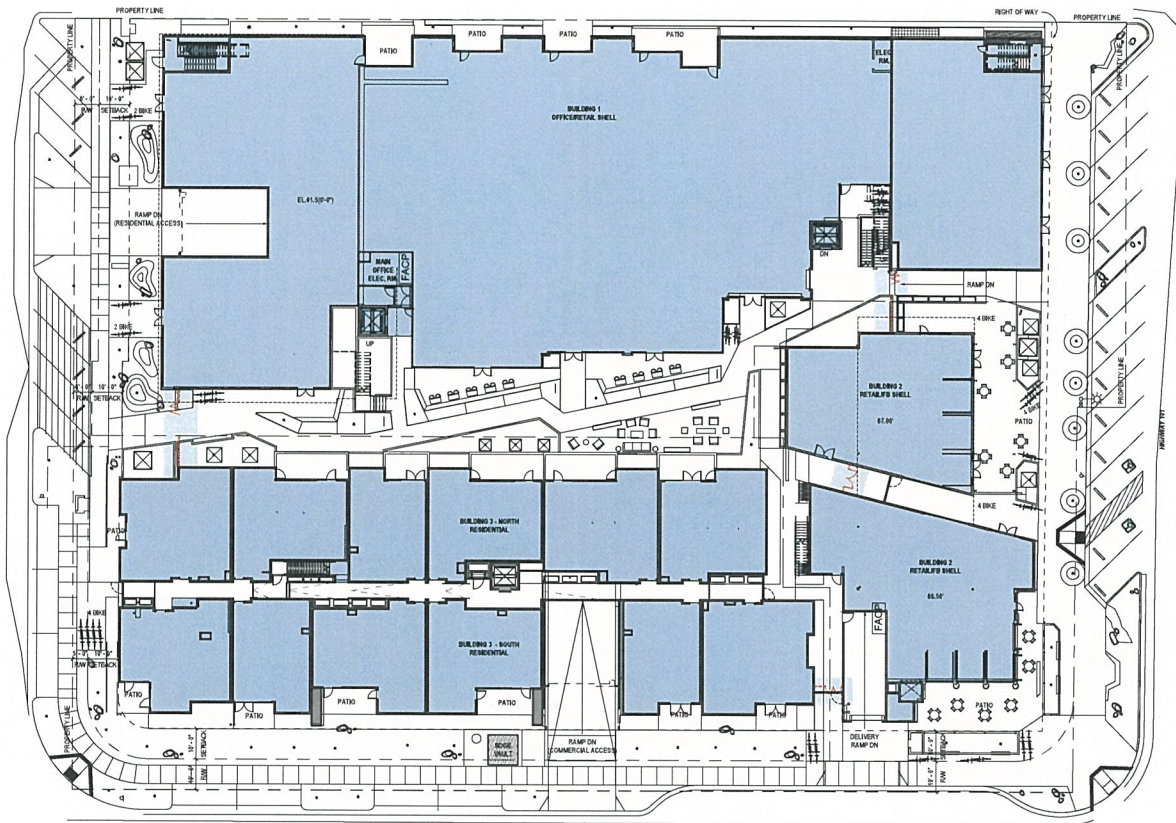
TABLE 507 - ALLOWABLE NUMBER OF STORIES ABOVE GRADE PLANE

Occupancy	Use	Number of Stories
R-2	Residential Type VA, FS, FS	4



Building 3

1/20/2019 10:10 AM



PROPOSED GATE LOCATION

-  DOUBLE LEAF GATE
-  FOLDING GATE

ZEPHYR

HONEY 101 B DAKEL
SOLANA BEACH, CA 92075

Gensler

225 Broadway Tel 415.597.2500
Suite 100 San Diego, CA 92101 Fax 415.597.2520
United States

Date	Description
2019.10.28	Conference Exhibit

NOT FOR CONSTRUCTION

Project Name
SOLANA 101

Project Number
65.7765.000

Description
PROPOSED GATE LOCATIONS

Scale
1/16" = 1'-0"

EX2 - G

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BM 201905271211001 - Solana 101 10/17/19 Solana 101 - 04 - Parking Garage - 101.dwg



GATE CONCEPTS

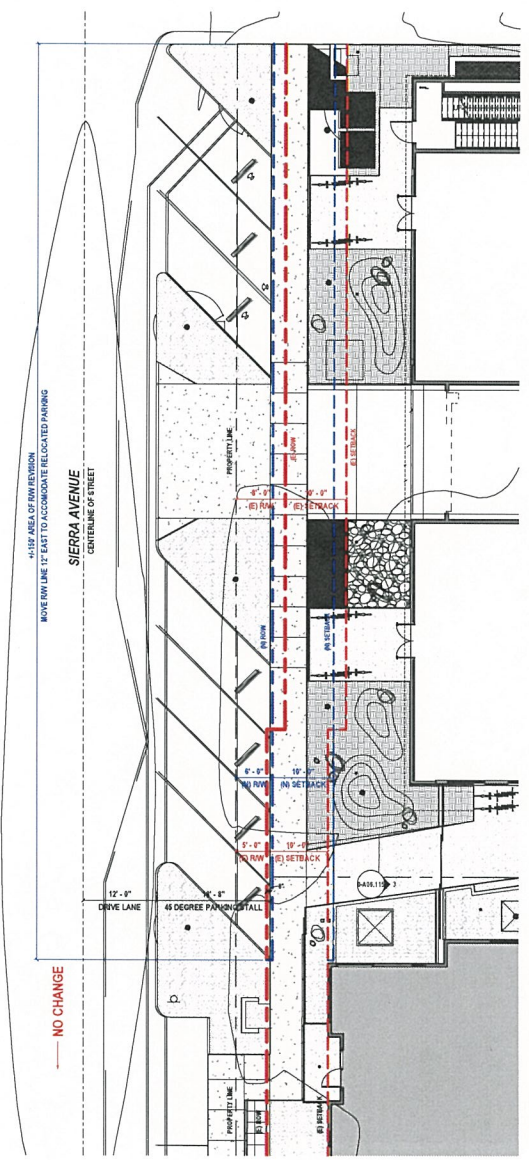


FOLDING GATE CONCEPT



1/20/2016 10:51:19 AM

BM 30.000(1) 175.000 - Solana 101 - Solana 101.dwg - Parking Garage_175.dwg



- NOTES:
1. RED LINES REPRESENT THE APPROVED TM ROW AND SETBACK.
 2. BLUE LINES REPRESENT PROPOSED LOCATIONS TO ACCOMMODATE RELOCATION OF (4) DIAGONAL PARKING STALLS

SIERRA AVE ROW ADJUSTMENT

Date	Description
2016.10.28	Conformance Exhibit

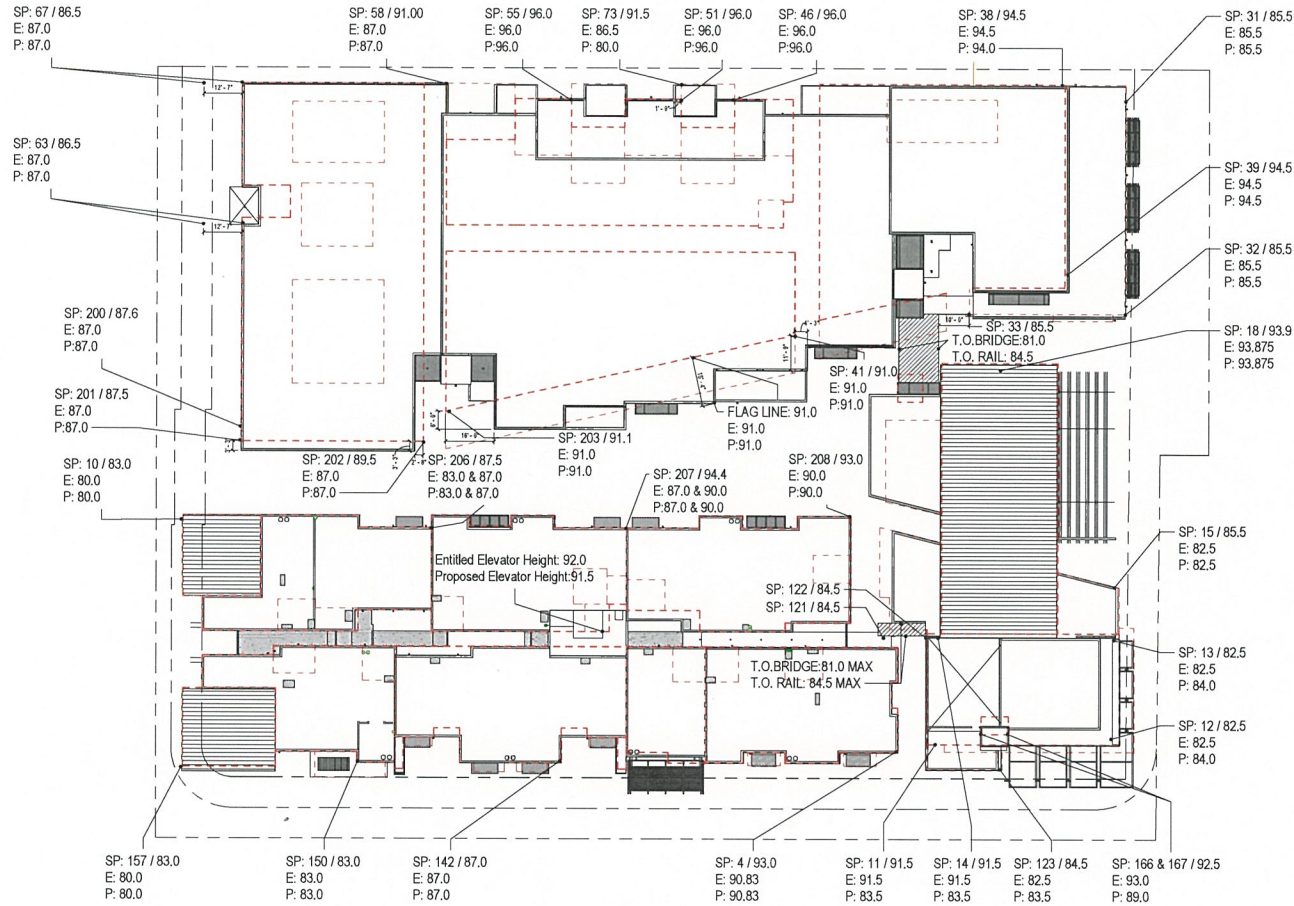
Signature

Project Name
SOLANA 101

Project Number
55.7765.000

Description
ROW ADJUSTMENT

Scale
1/8" = 1'-0"



POINT # FROM ENTITLED STORY POLE EXHIBIT
 SP: XX / XX.x — STORY POLE ELEVATION
 E: XX.x — ENTITLED ELEVATION
 P: XX.x — PROPOSED ELEVATION
 - - - - ENTITLED ROOF OUTLINE
LEGEND

1 STORY POLE EXHIBIT
SCALE: 1/16" = 1'-0"

Date	Description
2018.10.29	Conference Exhibit

Exhibit Signature

NOT FOR CONSTRUCTION

Project Name
SOLANA 101

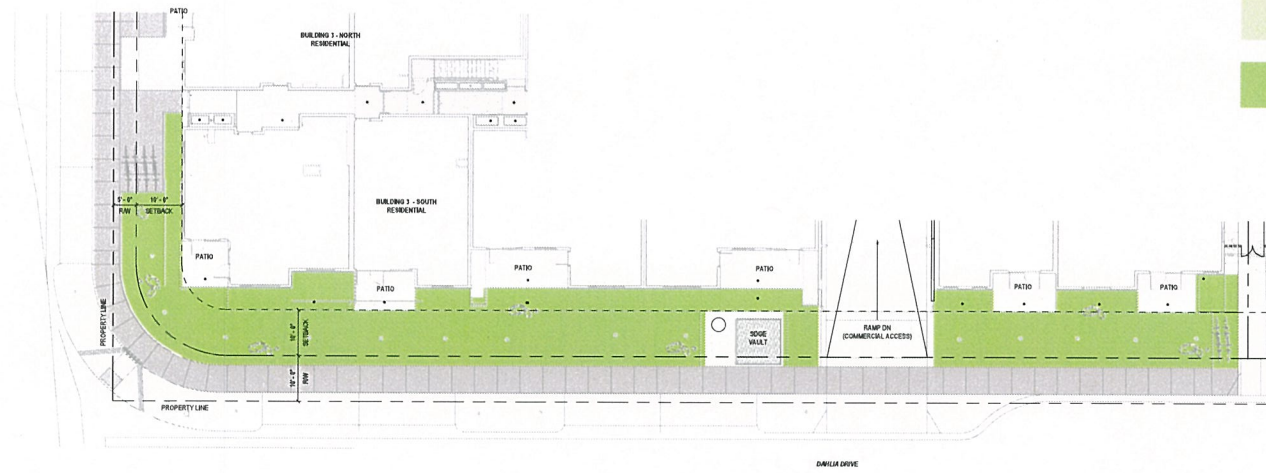
Project Number
55.7765.000

Description
STORY POLE EXHIBIT




Scale
1/16" = 1'-0"

EX2 - SP

10/20/2019 10:11 PM



LEGEND

-  ENTITLED PLANTER WALLS
NOT IN PROPOSED DESIGN
-  ENTITLED LANDSCAPE BUFFER
ALL AT-GRADE PLANTING
-  PROPOSED LANDSCAPE BUFFER
ALL AT-GRADE PLANTING

ZEPHYR

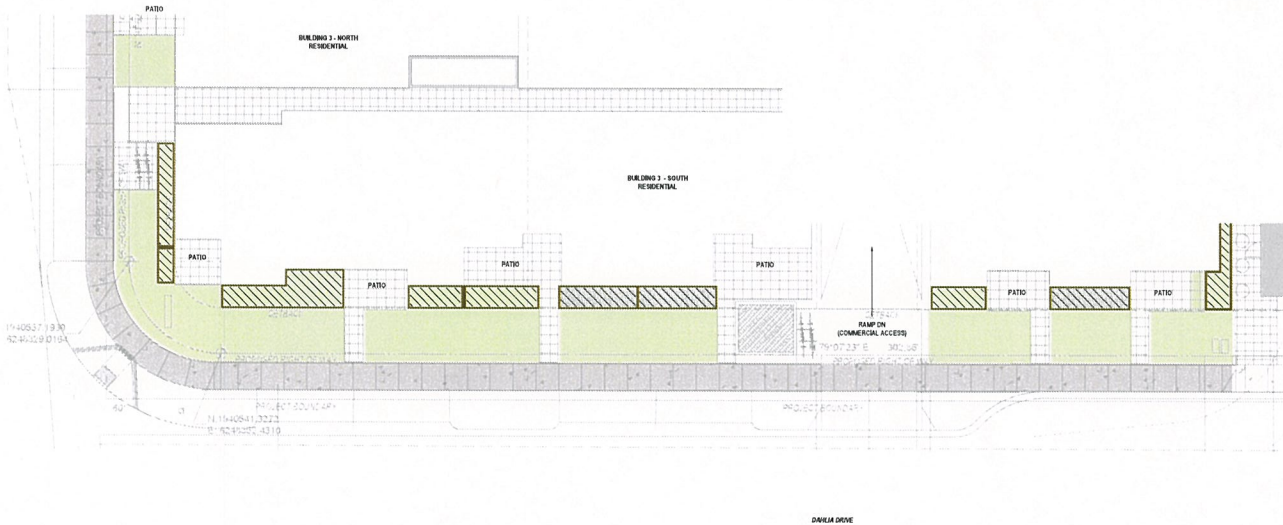
PROJECT 101 & DANILA
SOLANA BEACH, CA 92075

Gensler

225 Broadway
Suite 190
San Diego, CA 92101
United States
Tel 619.557.2500
Fax 619.557.2529

1 EXHIBIT 2 - V - PROPOSED PLANTER AREA

SCALE: 3/32" = 1'-0"



2 EXHIBIT 2 - V - ENTITLED PLANTER AREA

SCALE: 3/32" = 1'-0"

Date	Description
2019.10.28	Conformance Exhibit

Signature

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Project Name
SOLANA 101

Project Number
55.7765.000

Description
PLANTER EXHIBIT

Scale
As indicated

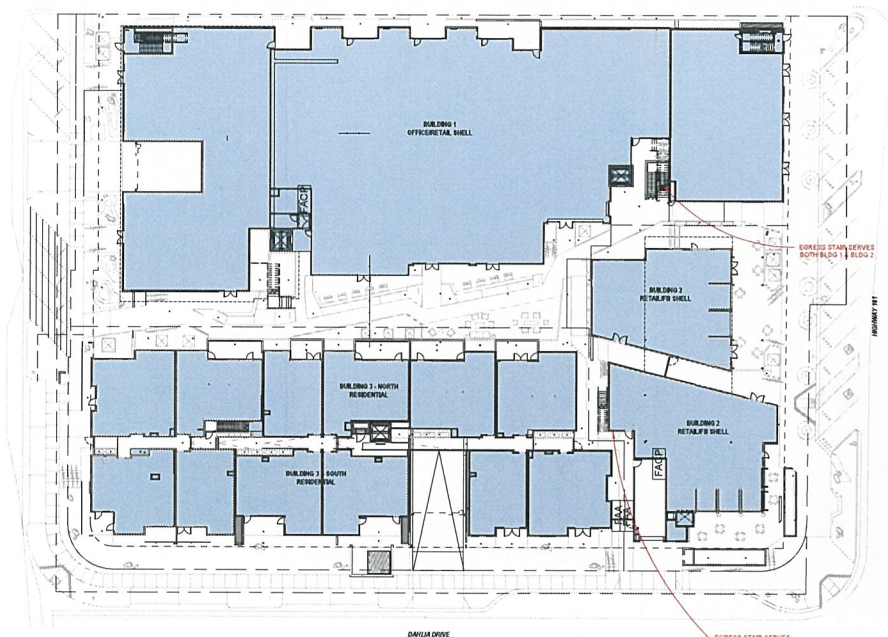
EX2 - T

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BM 20 000 2750 280 2 0000 110710 Solana 101 - 2nd - Parking Garage - 0310.dwg

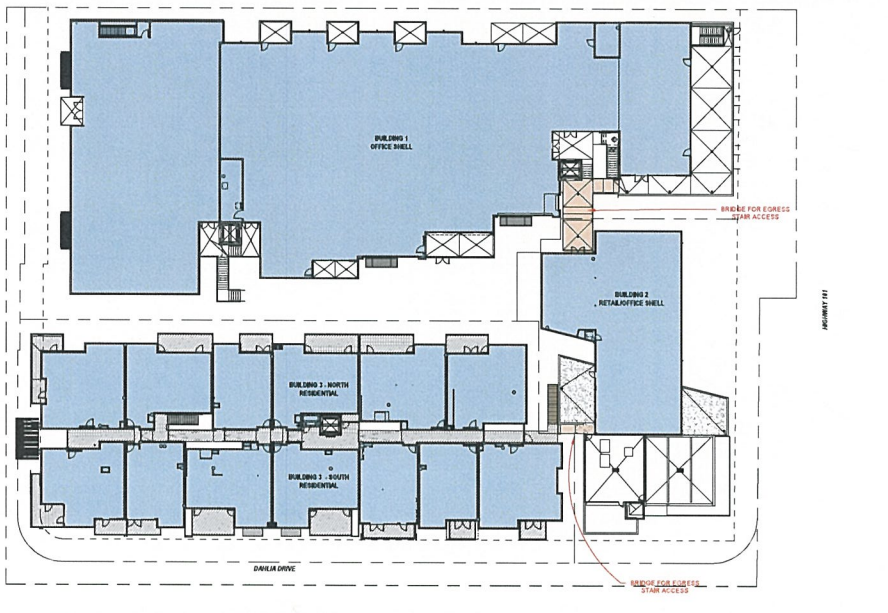
1/20/2018 10:52 AM

BERNA AVENUE



1 1ST FLOOR EGRESS PROPOSED
SCALE: 3/8" = 1'-0"

BERNA AVENUE



2 2ND FLOOR EGRESS PROPOSED
SCALE: 3/8" = 1'-0"



3 BRIDGE VIEW FROM HIGHWAY 101
SCALE: 1/8" = 1'-0"

LEGEND

- PROPOSED BUILDING FOOTPRINT
- PROPOSED EGRESS BRIDGE LOCATION

NOTE: REFER TO EX-2(1)(E) & EX-2(2) FOR COMPARISON TO ENTITLED.

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SOLANA BEACH, CA 92075

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San Diego, CA 92101
United States
Tel: 619.557.2500
Fax: 619.557.2520

Date	Description
2018.10.28	Conference Exhibit

Title/Signature

Project Name
SOLANA 101

Project Number
55.7765.000

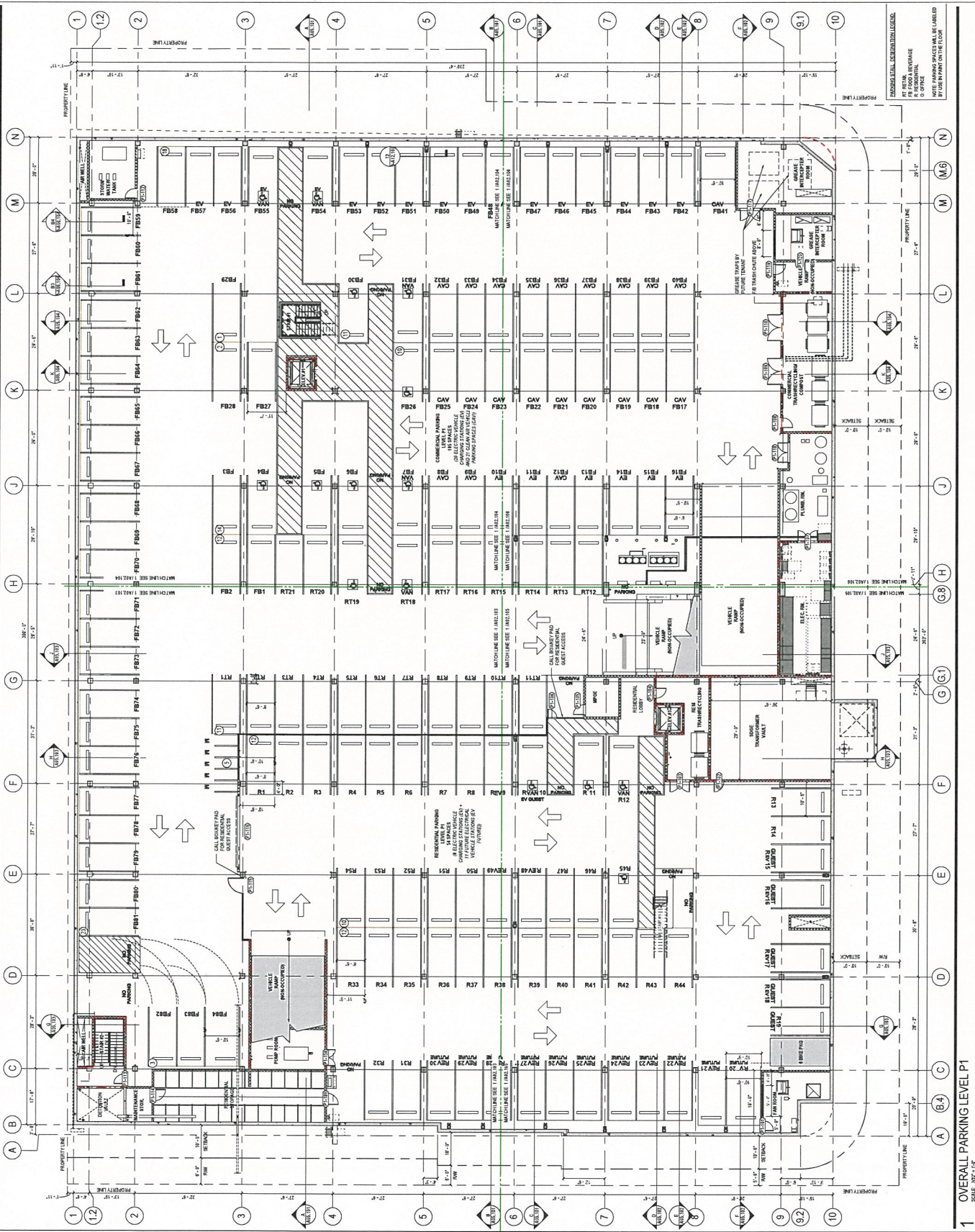
Description
EXHIBIT EGRESS PLANS

Scale
As indicated

EX3 - P

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DM:20180517/181 - Solana 101 - 2nd Floor Egress Plans - 1/10





4050 BAY BLVD. SUITE 300
SAN LEANDRO, CA 94762
PH: 925.438.9000
WWW.ZEPHYR.COM

Gensler
325 BROADWAY
NEW YORK, NY 10013
PH: 212.904.7000
WWW.GENSLER.COM

14.03.2015
55.7795.000
8133.000

№	Date	Description
1	2015.03.24	Contractor's Exhibit

Lead Designer:

Project Name: SOLANA 101

Project Number: 55.7795.000

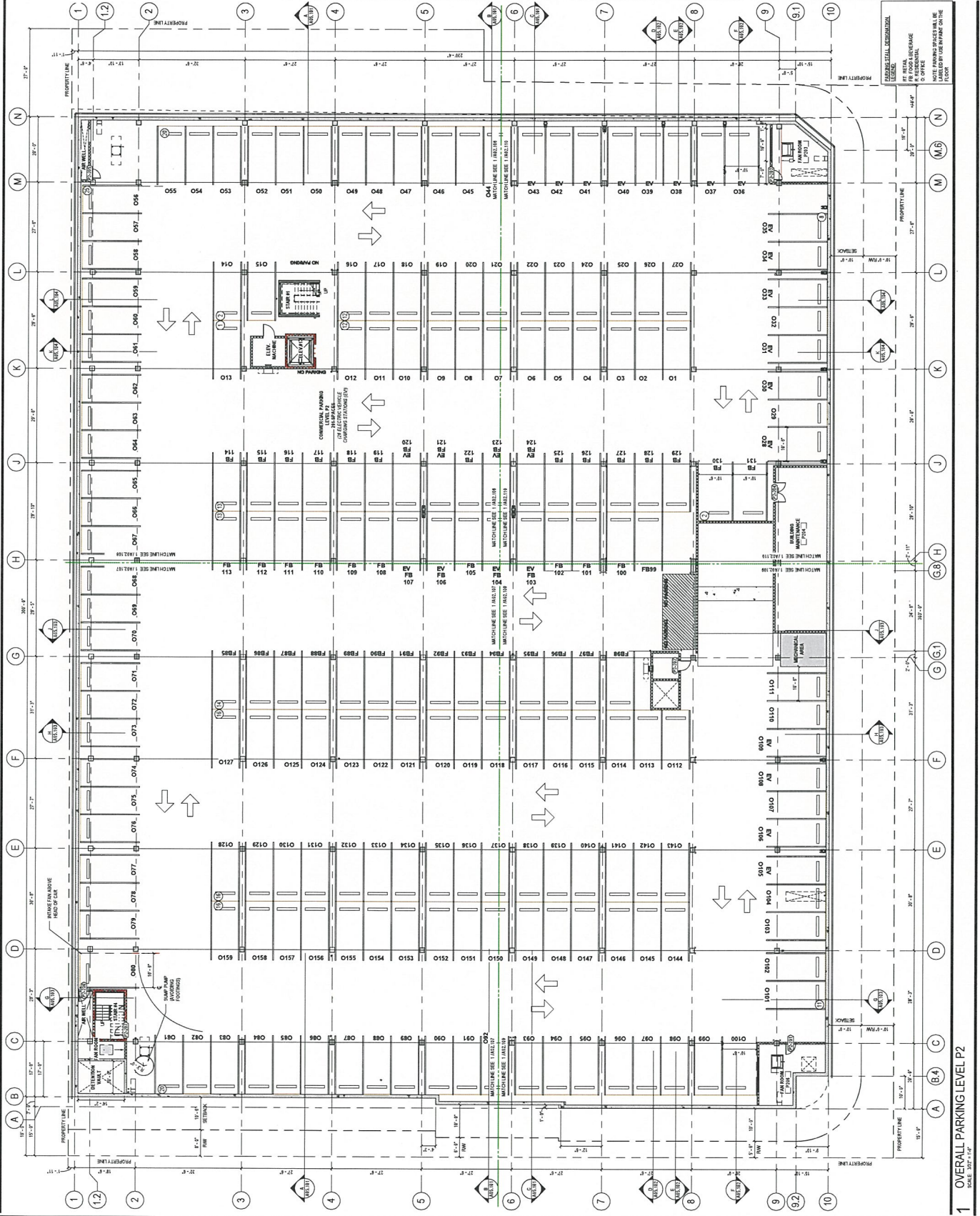
Example:

OVERALL PARKING P2 FLOOR PLAN

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

A02.102

8/13/2014



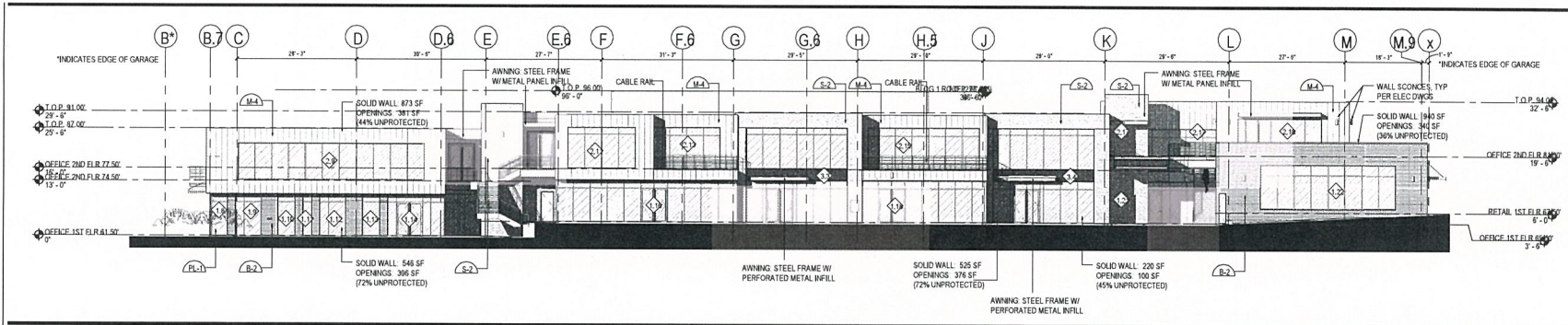
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1 OVERALL PARKING LEVEL P2

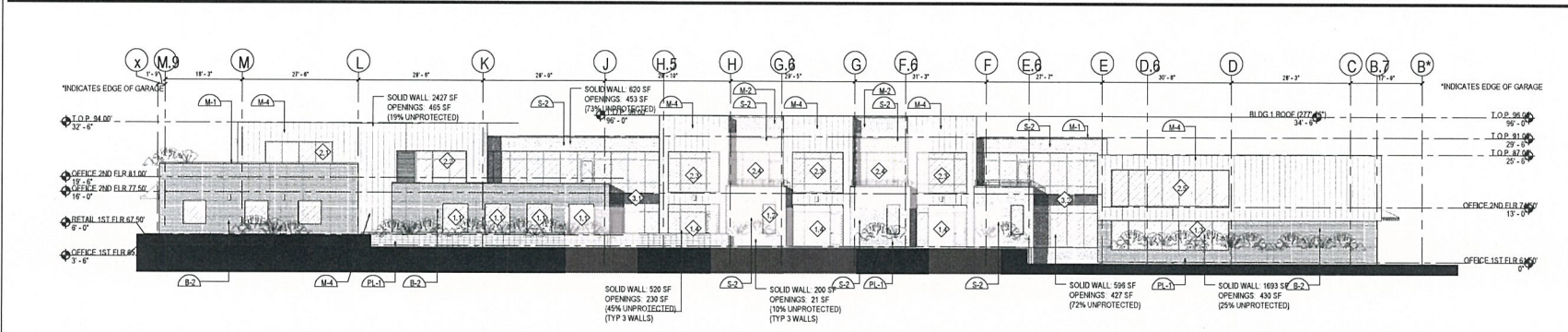
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8/13/2014

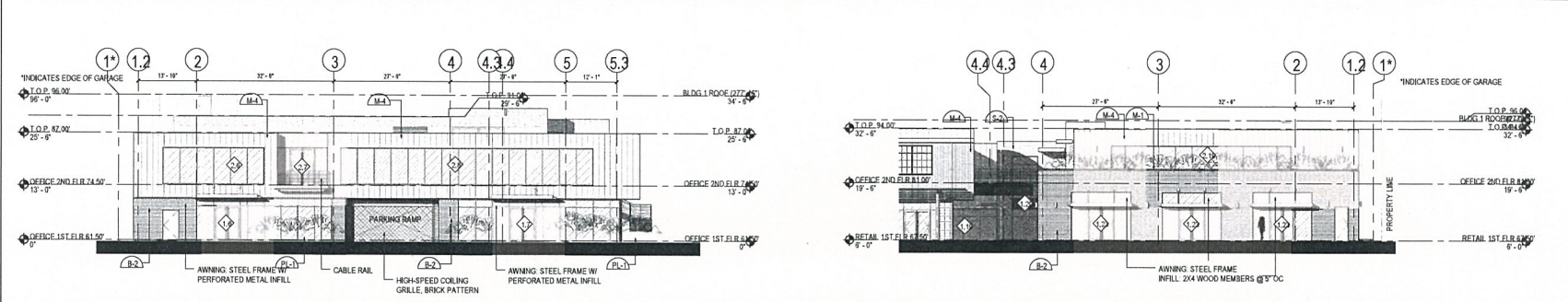
10/20/19 11:12:27 AM



1 COURTYARD - SOUTH ELEVATION
SCALE 3/32" = 1'-0"



2 CVS - NORTH ELEVATION
SCALE 3/32" = 1'-0"



3 SIERRA AVENUE - WEST ELEVATION
SCALE 3/32" = 1'-0"

4 HIGHWAY 101 - EAST ELEVATION
SCALE 3/32" = 1'-0"

<p>B-1 DESCRIPTION BRICK VENEER STYLE/PATTERN RUNNING BOND COLOR BROWN FLASHED</p> <p>B-2 DESCRIPTION BRICK VENEER STYLE/PATTERN RUNNING BOND COLOR TEXTURED RED</p> <p>PL-1 DESCRIPTION CONCRETE ALT. 1 STYLE/PATTERN POURED IN PLACE REMARKS CLEAR SEALER</p>	<p>PL-2 DESCRIPTION REGALSTONE CMU STYLE/PATTERN STACK BOND W/ 2" CAP BLOCK COLOR TBD REMARKS APPLIED WATER REPELLENT, RAKED HORIZONTAL & VERTICAL JOINTS</p> <p>PL-3 DESCRIPTION CONCRETE ALT. 1 STYLE/PATTERN POURED IN PLACE REMARKS APPLIED WATER REPELLENT, RAKED HORIZONTAL & VERTICAL JOINTS</p>	<p>G DESCRIPTION GLASS COLOR MATCH ARCHITECT SAMPLE REMARKS ALUMINUM FRAME</p> <p>GL-2 DESCRIPTION REGALSTONE CMU STYLE/PATTERN STACK BOND COLOR TBD REMARKS APPLIED WATER REPELLENT, RAKED HORIZONTAL & VERTICAL JOINTS</p> <p>GL-3 DESCRIPTION CORRUGATED METAL STYLE/PATTERN BOX RIB - PROFILE DIMS TBD COLOR MATCH ARCHITECT SAMPLE REMARKS 2-COAT FLUOROPOLYMER MICA FINISH</p>	<p>M-1 DESCRIPTION METAL TRIM COLOR MATCH ARCHITECT SAMPLE REMARKS 2-COAT FLUOROPOLYMER MICA FINISH</p> <p>M-2 DESCRIPTION NOT DIPPED GALVANIZED STEEL-CORRUGATED STYLE/PATTERN SNEWAVE PROFILE - RIBS APPROX 2 1/2" DEEP COLOR NATURAL</p> <p>M-3 DESCRIPTION CORRUGATED METAL STYLE/PATTERN BOX RIB - PROFILE DIMS TBD COLOR MATCH ARCHITECT SAMPLE REMARKS 2-COAT FLUOROPOLYMER MICA FINISH</p>	<p>M-4 DESCRIPTION STANDING SEAM METAL PANEL STYLE/PATTERN SEAMS @ 18" OC COLOR MATCH ARCHITECT SAMPLE REMARKS 2-COAT FLUOROPOLYMER MICA FINISH</p> <p>S-2 DESCRIPTION STUCCO STYLE/PATTERN SANTA BARBARA FINISH (ALT. FINE SAND) COLOR TBD (CONCRETE GREY)</p> <p>S-3 DESCRIPTION STUCCO STYLE/PATTERN FINE SAND COLOR TBD (DARK GREY)</p>
--	---	---	---	--

Exterior Materials
SCALE 1/4" = 1'-0"

Date	Description
2019.10.29	Conference Exhibits

Lead/Signature

NOT FOR CONSTRUCTION

Project Name
SOLANA 101-BUILDING 1 -
OFFICE/RETAIL

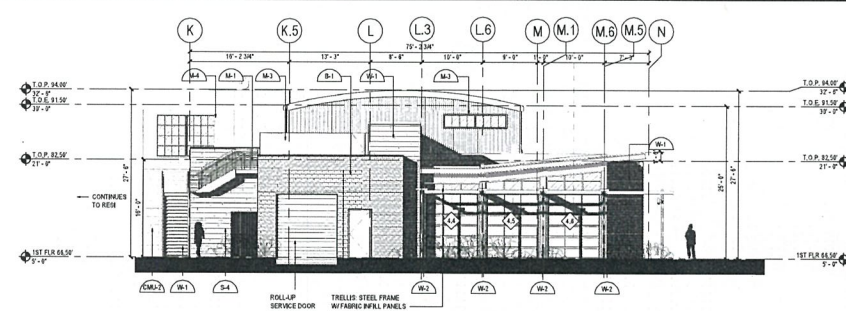
Project Number
55,7765,000

Description
EXTERIOR ELEVATIONS

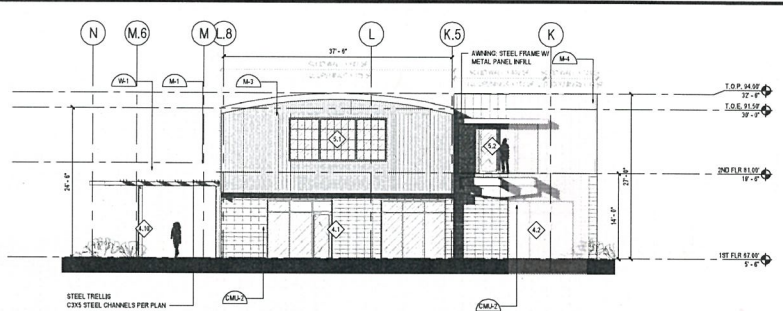
Scale
As indicated

1-A04.301

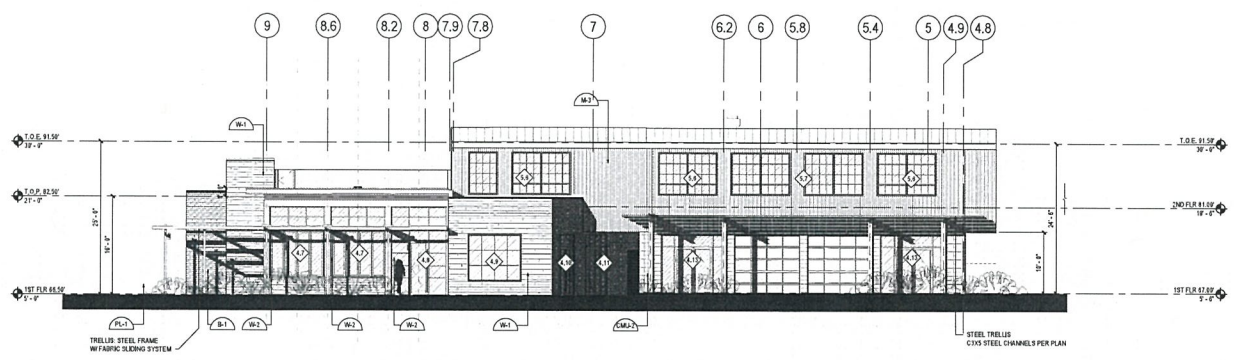
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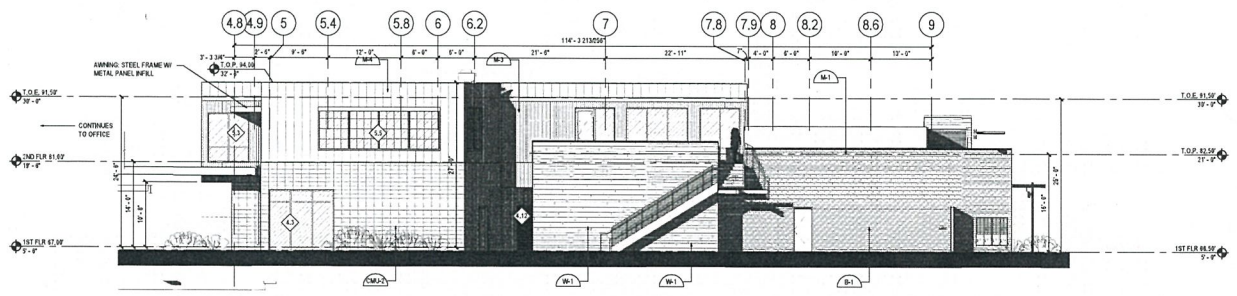
1 OVERALL DAHLIA ELEVATION
SCALE: 1/8" = 1'-0"



2 OVERALL ELEVATION AT MAIN PROJECT ENTRY
SCALE: 1/8" = 1'-0"



3 OVERALL HIGHWAY 101 ELEVATION
SCALE: 1/8" = 1'-0"



4 OVERALL ELEVATION AT COURTYARD
SCALE: 1/8" = 1'-0"

<p>M1 DESCRIPTION BRICK VENEER STYLE/PATTERN/RUNNING BOND COLOR: BROWN FLX SHD</p> <p>PL-1 DESCRIPTION CONCRETE ALT 1: STYLE/PATTERN/POURED IN PLACE REMARKS: CLEAR SEALER</p>	<p>PL-2 DESCRIPTION REGAL STONE CMU STYLE/PATTERN/STACK BOND W/ 2" CAP BLOCK COLOR: RED REMARKS: APPLIED WATER REPELLENT, RAKED HORIZONTAL & VERTICAL JOINTS</p> <p>PL-3 DESCRIPTION REGAL STONE CMU STYLE/PATTERN/STACK BOND COLOR: TID REMARKS: APPLIED WATER REPELLENT, RAKED HORIZONTAL & VERTICAL JOINTS</p>	<p>GL DESCRIPTION GLASS COLOR/MATCH ARCHITECT SAMPLE REMARKS: ALUMINUM FRAME</p> <p>M2 DESCRIPTION CORRUGATED METAL STYLE/PATTERN/BROWN FINISH - 100% APPROX. 2" 10" SQ. X 3/8" DEEP COLOR: NATURAL</p> <p>M3 DESCRIPTION CORRUGATED METAL STYLE/PATTERN/BROWN FINISH - PROFILE DMG T10 COLOR/MATCH ARCHITECT SAMPLE REMARKS: 3-COAT FLUOROPOLYMER MCA FINISH</p>	<p>M4 DESCRIPTION METAL TRIM COLOR/MATCH ARCHITECT SAMPLE REMARKS: 3-COAT FLUOROPOLYMER MCA FINISH</p> <p>M5 DESCRIPTION NOT OMPED GALVANIZED STEEL - CORRUGATED STYLE/PATTERN/BROWN FINISH - 100% APPROX. 2" 10" SQ. X 3/8" DEEP COLOR: NATURAL</p> <p>M6 DESCRIPTION STANDING SEAM METAL PANEL STYLE/PATTERN/SEAMS 8" 10" OC COLOR/MATCH ARCHITECT SAMPLE REMARKS: 3-COAT FLUOROPOLYMER MCA FINISH</p> <p>S-2 DESCRIPTION STUCCO STYLE/PATTERN/SAND BARBARA FINISH (ALT. FINE SAND) COLOR: TED (CONCRETE GREY)</p> <p>S-4 DESCRIPTION STUCCO STYLE/PATTERN/FINE SAND COLOR: TED (LIGHT GREY)</p>	<p>M7 DESCRIPTION CEMENT FIBER BOARD MANUFACTURER: JAMES HARDIE STYLE/PATTERN/LOCK JOINT BONDING COLOR: TED</p> <p>M8 DESCRIPTION WOOD STYLE/PATTERN/HEAVY TRIMMER COLUMN COLOR: SPECIES T10</p>
--	---	--	---	--

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

ZEPHYR

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Date	Description
2018.10.29	Conformance Exhibit

Signature

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Project Name
SOLANA 101 - BUILDING 2 - FB_RETAIL

Project Number
55.7765.000

Description
OVERALL ELEVATIONS

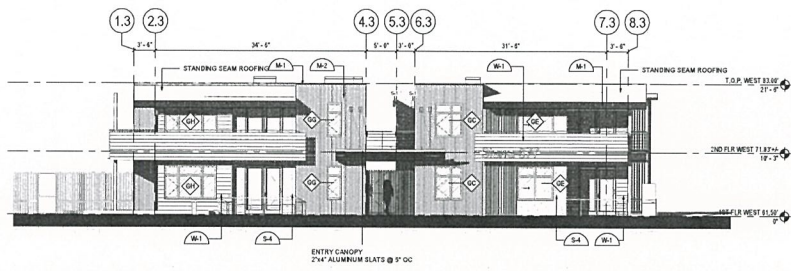
Scale
As indicated

2-A04.101

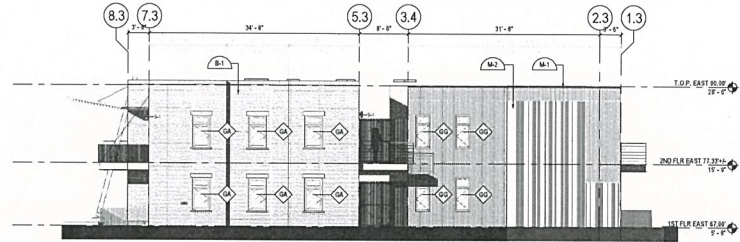
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B:\2018\101\101-001 - Solana 101 - FB_Retail\Building 2 - FB_04

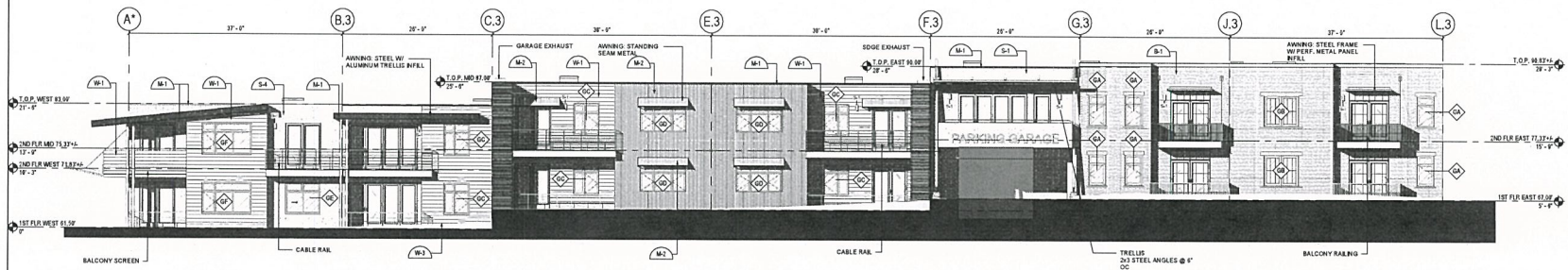
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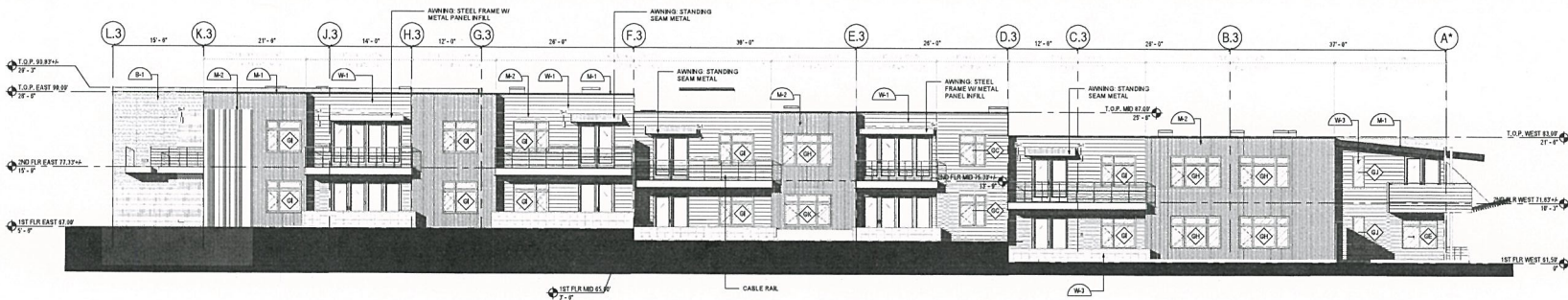
02 SIERRA AVE ELEVATION
SCALE: 1/8" = 1'-0"



01 ELEVATION AT FB COURTYARD
SCALE: 1/8" = 1'-0"



03 DAHLIA ELEVATION
SCALE: 1/8" = 1'-0"



04 COURTYARD ELEVATION
SCALE: 1/8" = 1'-0"

DESCRIPTION BRICK VENEER STYLE/PATTERN RUNNING BOND COLOR BROWN FLAESHED	DESCRIPTION GLASS COLOR PER SPECIFICATION REMARKS VINYL FRAME	DESCRIPTION HOT DIP GALVANEZ STEEL, CORRUGATED STYLE/PATTERN BRUSHED PROFILE - FIBER APPROX. 1/16" OC & 3/8" DEEP COLOR NATURAL ON WALLS, BLACK ON CANOPIES BOO METAL SALES 7'8" CORRUGATED PANEL	DESCRIPTION STEEL PLATE AT ENTRY DOORS STYLE/PATTERN UNFINISHED PLATE REMARKS CLEAR SEALER
DESCRIPTION REGALSTONE CMU STYLE/PATTERN STACK BOND W/ 7" CAP BLOCK COLOR TRD REMARKS APPLIED WATER REPELLENT, RAKED HORIZONTAL & VERTICAL JOINTS	DESCRIPTION REGALSTONE CMU STYLE/PATTERN STACK BOND COLOR TRD REMARKS APPLIED WATER REPELLENT, RAKED HORIZONTAL & VERTICAL JOINTS	DESCRIPTION CORRUGATED METAL STYLE/PATTERN BRUSHED PROFILE - FIBER APPROX. 1/16" OC & 3/8" DEEP COLOR NATURAL ON WALLS, BLACK ON CANOPIES BOO METAL SALES 7'8" CORRUGATED PANEL	DESCRIPTION STUCCO STYLE/PATTERN SMOOTH FINISH COLOR PAINTED SW649 HAZEL TEAL
DESCRIPTION CONCRETE ALT 1: STYLE/PATTERN POURSUED IN PLACE REMARKS CLEAR SEALER	DESCRIPTION METAL TRIM COLOR MATCH ARCHITECT SAMPLE REMARKS 2-COAT FLUOROPOLYMER MCA FINISH COLOR TRD	DESCRIPTION STANDING SEAM METAL PANEL STYLE/PATTERN SEAMS @ 1/4" OC COLOR MATCH ARCHITECT SAMPLE REMARKS 2-COAT FLUOROPOLYMER MCA FINISH BOO METAL SALES M676N-00	DESCRIPTION STUCCO STYLE/PATTERN FINE SAND COLOR TRD (LIGHT GREY)

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

ZEPHYR

100 HWY 101 S DUBLIN
SOLANA BEACH, CA 92075

Gensler

233 Broadway
Suite 190
San Diego, CA 92101
United States

Tel 619.517.2500
Fax 619.591.2539

**FOR
REFERENCE
ONLY**

Date	Description
2018.10.29	Conference Exhibit

Exhibit Signature

**NOT FOR
CONSTRUCTION**

Project Name
SOLANA 101 - BUILDING 3 -
RESIDENTIAL

Project Number
55.7765.000

Description
OVERALL ELEVATIONS

Scale
As indicated

3-A04.101

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BM 24.0000, 1751.0000 - Solana 101 - 10/27/2018, Solana 101 - 10/27/2018, 1751.0000



1 PROPOSED SIERRA & DAHLIA



2 ENTITLED SIERRA & DAHLIA



1 PROPOSED DAHLIA



2 ENTITLED DAHLIA



1 PROPOSED HWY 101



2 ENTITLED HWY 101



1 PROPOSED SIERRA



2 ENTITLED SIERRA



1 PROPOSED OFFICE/COURTYARD VIEW



2 ENTITLED OFFICE/COURTYARD VIEW

ZEPHYR

HIGHWAY 101 & DALLAS
SOLANA BEACH, CA 92705

Gensler

225 Broadway Tel: 415.552.2500
Suite 1500 San Diego, CA 92101 Fax: 619.592.2520
United States

Date	Description
2018.10.29	Confirmation Exhibit

Signature

Project Name
SOLANA 101

Project Number
55.7765.000

Description
OFFICE/COURTYARD VIEW

Scale
NOT TO SCALE

EX3 - V5



1 PROPOSED ALONG SIERRA



2 ENTITLED ALONG SIERRA

ZEPHYR

HIGHWAY 101 & DANIEL
SOLANA BEACH, CA 92075

Gensler

225 Broadway Tel: 619.537.2500
Suite 1900 Fax: 619.597.2529
San Diego, CA 92101
United States

Date	Description
2018.10.24	Conformance Exhibit

Exhibitor

Project Name
SOLANA 101

Project Number
55.7765.000

Description
SIERRA VIEWS

Scale
NOT TO SCALE

EX3 - V6



1 PROPOSED SIERRA LOOKING SOUTH



2 ENTITLED SIERRA LOOKING SOUTH



1 PROPOSED HWY 101 & DAHLIA



2 ENTITLED HWY 101 & DAHLIA



1 PROPOSED HWY 101 & DAHLIA



2 ENTITLED HWY 101 & DAHLIA



1 PROPOSED RESTAURANT PATIO



2 ENTITLED RESTAURANT PATIO



1 PROPOSED RESTAURANT FROM HWY 101



2 ENTITLED RESTAURANT FROM HWY 101

ZEPHYR

190 HWY 101 & DANIELA
SOLANA BEACH, CA 92585

Gensler

225 Broadway Tel: 416.522.2000
Suite 100 San Diego, CA 92101 Fax: 416.521.2029
United States

Date	Description
2019.10.29	Conference Exhibit

Signature

Project Name
SOLANA 101

Project Number
55.7765.000

Description
RESTAURANT FROM HWY 101

Scale
NOT TO SCALE

EX3 - V11

10/20/2016 1:51:01 PM



1 PROPOSED EAST SIDE OF HWY 101



2 ENTITLED EAST SIDE OF HWY 101

ZEPHYR

HIGHWAY 101 & DANEA
SOLANA BEACH, CA 92078

Gensler

225 Broadway
Suite 100
San Diego, CA 92101
United States

Tel. 619.537.2288
Fax 619.592.2520

Date	Description
2016.10.20	Confirmation Exhibit

Exhibit Signature

Project Name
SOLANA 101

Project Number
55.7765.000

Description
EAST SIDE OF HWY 101

Scale
NOT TO SCALE

EX3 - V12

004_20161020_7765.000 - Solana 101 - Solana 101 V12 10/20/2016 1:51:01 PM - Mr. Patrick Conroy, P110104

10/20/2018 10:48 AM



1 PROPOSED OFFICE NORTH FROM CVS (NORTHEAST CORNER)



2 ENTITLED OFFICE NORTH FROM CVS (NORTHEAST CORNER)

ZEPHYR

HIGHWAY 101 & DANIELA
SOLANA BEACH CA 92075

Gensler

225 Broadway
Suite 190
San Diego, CA 92101
United States

Tel: 619.592.2222
Fax: 619.592.2229

Date	Description
2018.10.29	Conference Exhibit

Investigator

**NOT FOR
CONSTRUCTION**

Project Name
SOLANA 101

Project Number
55.7765.000

Description
OFFICE NORTH SIDE FROM CVS

Scale
NOT TO SCALE

EX3 - V13

© 2019 Gensler

BM 000005.7765.000 - Solana 101 10/20/2018 10:48 AM - 10/20/2018 10:48 AM - 10/20/2018 10:48 AM



1 PROPOSED OFFICE NORTHWEST CORNER



2 ENTITLED OFFICE NORTHWEST CORNER

ZEPHYR

PROPERTY 101 & DAVEN
SOLANA BEACH, CA 92078

Gensler

225 Broadway Tel: 415.557.2500
Suite 190 San Diego, CA 92101 Fax: 415.557.2529
United States

Date	Description
2018.10.24	Confirmation Exhibit

[Signature]

**NOT FOR
CONSTRUCTION**

Project Name
SOLANA 101

Project Number
55.7765.000

Description
OFFICE SOUTH SIDE @ CVS

Scale
NOT TO SCALE

EX3 - V14



1 PROPOSED OFFICE NORTH FACADE



2 ENTITLED OFFICE NORTH FACADE

Date	Description
2019.10.24	Confirmation Exhibit

Signature

Project Name
SOLANA 101

Project Number
55.7765.000

Description
OFFICE NORTH FACADE

Scale
NOT TO SCALE

EX3 - V15

Mr. Greg Wade, City Manager
Mr. Joseph Lim, Community Development Director
City of Solana Beach
635 S. Highway 101
Solana Beach, CA 92075
P: 858.720.2447

PROJECT: Highway 101 and Dahlia Drive

Case Number: 17-14-08

RE: Request for waiver of story pole & SDP requirements concerning minor modifications of story poled buildings

Wednesday, October 30, 2019

Dear Mr. Wade and Mr. Lim:

Zephyr has made minor modifications to the building footprints and building envelopes for the buildings in the proposed Solana 101 project. This project is located on South Highway 101 at the northwest intersection of South Highway 101 and Dahlia Street. The purpose of the modifications is to better accommodate pedestrian accessibility into the interior courtyard area and relocate the residential access drive ramp away from main pedestrian accessways.

The originally installed story poles are based on the building plans submitted to the City on September 15, 2017 and certified by a surveyor on December 13, 2017. The modifications to the buildings that extend outside the building envelopes provided by the originally installed story poles are generally described as follows:

MODIFICATION THAT EXPAND THE BUILDING ENVELOPE "HORIZONTALLY."

- (a) A portion of the south side of the westerly office building, represented by story poles 201 & 202, has been extended 3'-3" to the south. Interior to the central corridor the building has been revised from a long linear plane to a staggered façade represented by story pole 203 extended 6' to the south and 16' to the east and the proposed building edge extending a maximum of 16'-4" from the flag line between story poles 41 and 206. Story pole 41 has moved 11'-9" to the south and 4'-3" to the east; all to accommodate the relocated residential garage access ramp which was moved from the central corridor, north, to a location more suitable for pedestrian access.
- (b) Pedestrian access bridges have been added for egress to connect Bldg. 1 to Bldg. 2 and Bldg. 2 to Bldg. 3. The bridge walking surface and the guardrails fall below story poled elevations for each building. The bridge connecting Bldg. 1 to Bldg. 2 is adjacent to story pole 33 with an approved elevation of 85.5 and story pole 18 with an approved elevation of 93.875. The bridge surface will be located at an elevation of 81 and the guardrail at 84.5. The bridge connecting Bldg. 2 to Bldg. 3 is adjacent to story poles 121 and 122 both with an approved elevation of 84.5. The bridge

surface will be located at an elevation of 81 and the guardrail at 84.5.

I have attached a revised Story Pole Exhibit (EX2-SP) dated October 29, 2019 which illustrates the above referenced "horizontal" modification to the building envelope.

With regard to the modification described above, the modification is "horizontal," not "vertical." There are no modifications that will increase the height of the buildings above the existing story poled heights. However, the above referenced "horizontal" modification extends the footprint of the westerly building beyond the building envelope that has been story poled for the original proposed building.

In congruence with the waiver of minor modification request successfully submitted and processed dated June 28, 2018, which addressed the exact same issue, we respectfully request the City waive the requirement for story poling & SDP resubmission to address the modified portions of the buildings that extend "horizontally" beyond the originally story poled building envelopes into the interior courtyard and the addition of the pedestrian bridges as discussed above and as provided herein.

Thank you for consideration of this request. Please advise us of your decision.

Sincerely,

Ryan Herrell
VP Urban Development

Mr. Greg Wade, City Manager
Mr. Joseph Lim, Community Development Director
City of Solana Beach
635 S. Highway 101
Solana Beach, CA 92075
P: 858.720.2447

PROJECT: Highway 101 and Dahlia Drive

Case Number: 17-14-08

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Wednesday, October 30, 2019

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Thank you for consideration of this request. Please advise us of your decision.

Sincerely,

Ryan Herrell
VP Urban Development

RESOLUTION 2018-099

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A DEVELOPMENT REVIEW PERMIT, AND STRUCTURE DEVELOPMENT PERMIT 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 DRP/SDP/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 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 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, 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.
3. That the request for a DRP and SDP for Solana Beach 101, a mixed use development consisting of 45,587 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 for the

project, is conditionally approved based upon the following Findings and subject to the following Conditions:

4. FINDINGS

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

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

General Plan Consistency: The proposed project is consistent with the General Plan, which designates the property as General Commercial (C) and allows resident and visitor serving commercial uses and retail uses of a larger scale than those permitted in Special Commercial areas, but which still have a minimal disturbance to nearby residential neighborhoods. Residential uses are allowed as a secondary use in conjunction with permitted commercial uses at a maximum density of 20 units per acre. The maximum number of units permitted for the 1.79 net acre site is 36 units. The project is proposing 25 residential units or 14 dwelling units per acre. The project could be found to be consistent with the following General Plan policies in the Land Use (LU) Element for mixed-use land uses:

Policy LU-1.6 Encourage the establishment of mixed-uses that provide for housing and jobs near transit routes, shopping areas, and recreational uses to promote public transit use, walking, and biking.

Policy LU-1.7 Encourage and facilitate neighborhood serving restaurants, including outdoor dining/sidewalk cafes, in mixed-use areas and along the Highway 101 corridor.

Policy LU-1.8 Within mixed-use areas, encourage an overall high-quality streetscape design, where feasible and appropriate, that includes bike lanes; on-street parking; minimal curb cuts; enhanced crosswalks; appropriate sidewalk widths; parkways; street trees, planters, and wells; street lighting; street furniture; wayfinding; kiosks; enhanced paving; public art; and other features that contribute to the character of Solana Beach.

The project could be found to be consistent with the following General Plan goals and program in the City's Housing Element:

Goal 1: The adequate provision of a range of safe and decent housing opportunities that will meet Solana Beach's share of the existing and future housing needs of the region.

Goal: Increased energy conservation and waste reduction in new and existing residential and mixed-use development.

Program 1: Encourage mixed-use development.

Zoning Ordinance Consistency: The property is located within the General Commercial (C) Zone and S. Highway 101/S. Sierra District of the Highway 101 Specific Plan (HWY 101 SP). The proposed mixed use development is consistent with the permitted uses for the C Zone found in SBMC Sections 17.28.010, 17.24.020, and 17.28.030, which allow for a mixed use development with a maximum of 20 dwelling units per net acre. The maximum number of units permitted for the 1.79 net acre site is 36 units. The project is proposing 25 residential units or 14 dwelling units per acre. The HWY 101 SP indicates that residential dwellings in a mixed use development may be permitted in any portion of the building (or buildings) pursuant to a DRP, provided that total residential development does not exceed 40 percent of gross allowable floor area. As designed, the residential floor area is 35.7 percent of the total floor area.

Further, the proposed project complies with the SBMC and the HWY 101 SP regulations, including setbacks, maximum building height, Floor Area Ratio (FAR), and parking requirements.

The SBMC requires developments of five or more units for rent or for sale to comply with the SBMC affordable housing requirements (Chapter 17.70). The Applicant has indicated that the residential units will be for rent. According to SBMC Section 17.70.025, the developers of "for rent" residential projects are required to pay the Affordable Housing Impact Fee (AHIF) in order to satisfy the inclusionary affordable housing requirements. The AHIF for the project is calculated by multiplying the gross square footage of the rental market rate units by the AHIF of \$25.28. The total square footage is 33,473 square feet, or \$846,197.

The project is also located within the Coastal Zone. As a condition of project approval, the Applicant will be required to obtain a Coastal Development Permit, Waiver, or Exemption from the California Coastal Commission prior to the issuance of a building permit.

Local Coastal Plan (LCP) Land Use Plan (LUP) Consistency: The Solana Beach City Council adopted a Local Coastal Plan (LCP) Land Use Plan (LUP) on February 27, 2013 (amended and certified on June 11, 2014). Although the LUP has been certified by the California Coastal Commission, the Local Implementation Plan (LIP) portion of the LCP has not yet been certified; as such, the provisions of the LUP are considered by the Coastal Commission to be advisory rather than mandatory at this time. The purpose of the LUP is to implement the

State's goals for the coastal zone. The City's LUP provides long-term goals that promote the beneficial use of lands in the city and the beach and shoreline for residents and visitors alike. The Proposed Project could be found to be consistent with LCP/LUP. The LUP Land Use Plan designates the property General Commercial(C). This land use category is intended to provide for commercial activities and services of a more intensive nature and includes both visitor serving land uses and land uses likely to be patronized by residents. These uses would be located primarily along major transportation routes and would include major shopping facilities and service centers. In addition, the general commercial uses are intended to accommodate and promote tourist-oriented commercial and pedestrian-oriented uses along Highway 101. The property is not located within either Visitor Serving Commercial Overlay in the LUP. In particular, the proposed Project could be found to be consistent with the policies in Chapter 5—New Development, which includes general policies for new development, and policies for commercial development, residential development, and archaeology. The proposed Project also could be found to be consistent with the policies in Chapter 7—Public Works, including policies for circulation and traffic.

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

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

The subject lot is located within the General Commercial (C) Zone and within the boundaries of the S. Highway 101/S. Sierra District of the HWY 101 SP. Surrounding properties to the north and south are also located within the C Zone and the S. Highway 101/S. Sierra District of the HWY 101 SP and are developed with a mixture of commercial uses in one- and two-story structures, several with structured parking. The property immediately east of South Highway 101 is developed with the Coastal Rail Trail (a linear park) and the North County Transit District (NCTD) railroad right-of-way; the South Cedros District of the HWY 101 SP is east of the NCTD railroad. A pedestrian bridge directly across from the southeast corner of Dahlia and South Highway 101 provides access across the NCTD railroad

tracks from the Coastal Rail Trail to the South Cedros District. Properties to the west, across South Sierra Avenue, are zoned High Residential (HR), which has a maximum allowable density of 13-20 dwelling units per acre, and are developed with multi-story multifamily residential developments with structured parking; these properties are not within the HWY 101 SP.

The proposed project has been designed to generally follow the topography of the site, which slopes generally upward from an elevation of approximately 61 feet above MSL on the west to 68 feet MSL on the east. The majority of the project includes two-story buildings, with a one-story portion of one structure proposed at the southeast corner of Highway 101 and Dahlia Drive. Project design includes various width landscaped planters around the perimeter of the project. The project meets or exceeds all development standards and design guidelines for the S. Highway 101/S. Sierra District of the HWY 101 SP.

No adverse effects upon neighboring properties have been identified or are anticipated to occur from the project implementation. As conditioned, the proposed project gives consideration to the protection of surrounding areas from potential adverse effects and provides protection of the property from adverse surrounding influences. Additionally, the City Council has certified the FEIR for this project found project impacts not to occur, to be less than significant, or to be less than significant with mitigation in all the topic areas analyzed, including, but not limited to, aesthetics, air quality, geology and soils, noise, tribal and cultural resources, biology, hazardous materials, and greenhouse gas emissions (GHG's).

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

The project includes a total of seven buildings, with the commercial uses in five buildings and the residential uses in two buildings. All parking would be provided in a two-level underground parking garage; only the entrances to the parking garage would be visible from the public rights-of-way. Commercial offices would occupy both floors of three 2-story buildings, including one building on the west side of the project site facing S. Sierra Avenue and two office buildings located in the center of the site. A fourth two-story building, facing the northeast corner of S. Highway 101, is designed with a ground floor restaurant with office space on the second floor. A fifth commercial building, fronting S. Highway 101, would include a

“to-go” restaurant on the ground floor and another restaurant on the southeast corner of S. Highway 101 and Dahlia Drive. The two restaurants would be separated on the ground floor by an outdoor area, with retail space on the second floor that connects the two first-floor restaurants. Outdoor dining areas are proposed on the east side of the proposed “to go” restaurant facing S. Highway 101, and on the east and south sides of the restaurant at the corner of S. Highway 101 and Dahlia.

The 25 multi-family units are proposed to be located in two separate 2-story structures located on the south side of the site, with one building facing Dahlia Drive and the southwest corner of Dahlia and S. Sierra Avenue, and the other building located parallel to it on the north, with its west end facing S. Sierra. Each unit proposes private open space in the form of patios for the units on the ground floor and balconies for the units on the second floor, which provides additional building articulation and reduced apparent mass.

With the exception of the two interior office buildings and the northernmost residential structure, all structures are oriented to the public streets, and all structures are designed to be easily accessible by patrons and residents from public sidewalks, an interior walkway that runs throughout the site, and from the parking garage via elevators and stairwells.

The HWY 101 SP also includes design guidelines that provide qualitative direction for public and private development in the specific plan area. The design guidelines for the S. Highway 101/S. Sierra District of the HWY 101 SP include automobile-oriented retail uses facing Highway 101 and a transitional edge facing residential neighborhoods on S. Sierra Avenue. Site planning guidelines for the S. Highway 101/S. Sierra District call for projects to provide a visually open building edge on S. Highway 101 that allows deep views into parcels; additionally, no more than 40 percent of the setback can be occupied by buildings and the remaining frontage will have a minimum 20-foot additional setback. The proposed project could be found to meet these guidelines. Rather than a single building façade along S. Highway 101, the project proposes separate buildings to break up mass, with the northern-most and middle commercial buildings separated by an open space that extends into and through the entire site and connects with the sidewalk on S. Sierra; this open space includes a continuous walkway flanked with planters, seating, patios, and synthetic turf area. The first floor “to go” restaurant and the southernmost

restaurant are also separated by open space that connects to the internal walkway. The majority of the southern-most restaurant is one story with outdoor dining space located along the front (facing Highway 101) and wrapping around the corner to face Dahlia Drive, which provides a stepped effect into the development from the intersection that minimizes bulk at the corner. The site plan also varies the setbacks of the buildings that face South Highway 101, with the middle restaurant set back farther than the other buildings, with patio dining located in front. In addition to providing modulation of the project elevation, the outdoor dining areas activate the frontage on S. Highway 101. The site plan also varies the setbacks of the structures that face South Sierra. The design guidelines also call for buildings to step away from the setback line on S. Highway 101, with second stories located a minimum of 15 feet from the setback line. The 2-story buildings that face Highway 101 meet or exceed this requirement.

The design guidelines for mixed use development in the District include providing residential use on the east side of S. Sierra to offer a compatible transition between residential uses on the west side of S. Sierra and office uses to the east. They provide for residential frontage on the ground floor and above, or commercial on the ground floor and residential above. The proposed project is designed such that the west ends of both 2-story residential buildings would face S. Sierra, with the driveway ramp to the residential portion of the parking structure and a 2-story office building comprising the remaining frontage. The office building on S. Sierra Avenue has been set back to allow for a 15-foot landscape buffer between the sidewalk and the building face, and walkways into the site also break up the project elevation from S. Sierra.

The development standards for mixed use development do not require a minimum setback on Dahlia Drive, and the design guidelines do not specifically address site planning for projects that front Dahlia. The façade of the 2-story residential building that fronts on Dahlia is proposed to be set back a minimum of 15 feet to allow for a 15-foot landscape buffer between the sidewalk and the building. The building façade and is further articulated via patios adjacent to the sidewalk on the ground floor and balconies on the second floor.

The proposed project's color palette and materials implement the HWY 101 SP, and include warm earth tones, cement plaster with a smooth finish, siding, masonry, exterior porcelain

wall tile, metal siding, metal roofing, and canvas awnings, with accented balconies and raised planters.

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

The landscaping development standards for mixed use developments in the C Zone in the HWY 101 SP refer to the SBMC. Per SBMC 17.56.040, the proposed development is subject to the City's Water Efficient Landscape Regulations. In addition, the HWY 101 SP provides area-wide and district-specific design guidelines for landscaping on both public and private property. The HWY 101 SP calls for area-wide landscaping that creates an overall unity for the Specific Plan area through coordination of landscape character of public and private areas. In particular, landscaping for this site should create a memorable, unified image along Highway 101 and a residential character along the east side of S. Sierra that is similar to that of the residential development on the west side of S. Sierra.

The existing site contains developed areas and disturbed vegetation consisting of non-native ornamental and non-native annual plant species. No native species or vegetation communities were identified within the proposed project area. The conceptual landscaping plan for the project proposes 11,668 square feet of irrigated landscape area, 2,354 square feet of BMP (best management practices for stormwater management) planting area, 703 square feet of non-irrigated landscape area, and 20,371 square feet of hardscape areas. Landscaping would include a variety of trees, shrubs, succulents, grasses, synthetic turf, and groundcover throughout the site; no natural turf is proposed.

Perimeter landscaping along S. Highway 101 includes planters in the public right-of-way and planters and trees between the sidewalk and the buildings. The proposed landscaping is consistent with and complements the design theme for City's recently constructed landscaping in the public right-of-way along S. Highway 101. Perimeter landscaping along S. Sierra and Dahlia includes planters and street trees in the public right-of-way, and planters, trees, and bioretention planters (also known as best management practices or BMP planters, which are designed to manage stormwater runoff) between the sidewalk and the buildings. The landscaping along the east and southern property

lines will also provide screening for the onsite tenants and will soften the view of the project from the existing multifamily residential development on the west side of S. Sierra Avenue. Staff notes that since all required parking would be provided in underground parking garages, the Applicant is not required to comply with the landscape requirements of the Off-Street Parking Design Manual (OSPDM).

The proposed landscape species would include native plants and well-adapted species that are responsive to the local climate and limited water resources. The landscape plan would include a water-efficient drip irrigation system and low to moderate water use plants. The landscape plan also incorporates gathering spaces into the open space design concept, including areas for seating, dining, lounging, and playing. A focal rainwater element would be located along Highway 101, which would channel roof drainage through an overhead tunnel with a waterfall to a BMP planter.

The Applicant's conceptual landscape plan has been reviewed by the City's third-party landscape architect who has recommended approval of the conceptual landscape plan. The Applicant would be required to submit detailed construction landscape drawings that would be reviewed by the City's third-party landscape architect for conformance with the conceptual plan. In addition, the City's third-party landscape architect would perform inspections during the construction phase of the project. A separate condition has been added to require that native or drought-tolerant and non-invasive plant materials and water-conserving irrigation systems are required to be incorporated into the landscaping to the extent feasible. Proposed landscaping has been conditioned so that the landscaping shall be maintained to ensure that it does not exceed the height of the adjacent rooflines when installed or at maturity.

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

Mixed use projects in the HWY 101 SP are required to comply with parking standards in the SBMC. The project requires a total of 361 parking spaces for the proposed uses; 366 parking spaces have been provided. All the required automobile and

motorcycle parking spaces would be provided in a two-level subterranean parking garage that extends below the majority of the project site. The parking garage is designed with a total of 47 parking spaces for residential parking on the west side of Level 1, directly below the residential land uses to allow for close proximity to residences and short walking distances. Residential parking would be secured with gate access. Residents would have key cards for access to the residential parking. A total of 313 commercial spaces would be available on both Level 1 and Level 2 of the parking structure. A total of 51 parking spaces would be designated for electric and alternative fuel vehicles, 11 spaces would be equipped to charge electric vehicles, and 11 spaces would be prewired to be EV charging capable. The SBMC requires that developments with over 100 spaces shall designate at least one percent of the total parking space area for motorcycle parking, or four motorcycle parking spaces for this project, the design of which shall conform with the OSPDM. The SBMC requires that general commercial and office uses with 10 or more parking spaces shall provide at least one bicycle parking space per 10 full automobile parking spaces, or 31 spaces for this project, and shall conform with the OSPDM. The SBMC indicates that locking bicycle facilities should be conveniently located near the entrances to buildings for which they serve and when possible, provide weatherproofing or be under cover. Design standards for bicycle spaces are prescribed in the OSPDM. The proposed project meets or exceeds the on-site parking requirements for automobile, bicycle, and motorcycle parking.

Vehicular access to the two-level subterranean parking garage would be provided via one driveway off of Dahlia Drive and one driveway off South Sierra Avenue. Both entrances would provide full movement driveways allowing inbound and outbound movements. The S. Sierra Avenue entrance would be for residents only and the Dahlia Drive entrance would be for the commercial office, retail, and restaurant patrons and employees, the general public, and guests of the residences. The project driveways are proposed to be unsignalized.

The SBMC requires that developments of 25,001 square feet and larger provide a minimum of one loading space, a minimum of 10 feet wide and 35 feet deep. The project proposes a loading space on the ground floor of the project site, accessible through a roll-up door from a driveway on Dahlia Drive. The loading space would be adjacent to the restaurant/retail space. Delivery trucks would be completely

enclosed in the loading space following entry of the truck and closing the roll-up door, similar to a home garage. In addition, a parallel curb space for delivery truck staging and passenger drop-off/pick-up has been provided at the east end of Dahlia Drive in front of the restaurant and proposed onsite commercial loading zone bay.

The project also would provide additional parking spaces in the public right-of-way, including seven reverse-diagonal parking spaces S. Sierra Avenue, which would be an extension of the existing diagonal street parking to the north; 11 standard diagonal parking spaces on S. Highway 101, including two ADA parking spaces; and four parallel parking spaces on Dahlia Drive.

The project site is located within 0.5 miles of the Solana Beach Transit Center. An existing NCTD bus stop is located on the eastern edge of the project site along S. Highway 101. The bus stop and shelter are proposed to be relocated a short distance to the north (in front of the existing CVS site) to accommodate the proposed new on-street diagonal parking spaces on S. Highway 101.

Pedestrian access to the project site would be provided via new and/or improved perimeter sidewalks along S. Highway 101, Dahlia Drive, and S. Sierra Avenue. The east-west combined walkway/open space design of the proposed project also allows for public access through the project site from S. Highway 101 to South Sierra Avenue, as per the design guidelines of the South Highway 101/South Sierra District of the HWY 101 SP. Three staircases and elevators would provide access to the site from the underground parking structure. Pedestrian access to multi-family residential units would be available from Highway 101, Dahlia Drive, and South Sierra Avenue. Pedestrians would access the second level residential units and the underground parking structure via elevators or stairs.

As proposed, the project provides dedications along S. Highway 101, S. Sierra Avenue, and Dahlia Drive. Improvements to S. Highway 101 in the public right-of-way include closing the two existing driveways and improvements to the existing sidewalk, curb, and gutter, installing on-street parking spaces, and installing landscaped planters. The dedication along the entire length of Dahlia Drive will provide half-width road improvements including curb, gutter, and sidewalk, on-street parallel parking spaces, a loading space for

delivery trucks and/or loading/unloading of passengers, and installing landscaping. Dedications along S. Sierra will provide half-width road improvements, including curb, gutter, and sidewalk. reverse-diagonal on-street parking, and landscaping.

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

Grading is proposed in the amount of 49,200 cubic yards of soil to be exported off-site. The project site varies from an elevation of approximately 61 to 68 feet above MSL, sloping upward from west to east. The project has been designed to generally follow the existing contour. The majority of the proposed grading would be required to provide two levels of subterranean parking.

The Engineering Department has included a condition that the Applicant shall participate in the Sand Compatibility and Opportunistic Use Program (SCOUP) and deposit soil exports on city beaches if the Applicant's soil engineer determines that any or all of the soil to be exported is compatible with beach sediments in accordance with the SCOUP Plan prepared by Moffatt & Nichol, dated March 2006, available on the SANDAG website.

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

All new exterior lighting fixtures shall be in conformance with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060) and the Off-Street Parking Design Manual. All light fixtures will be shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area. Adequate lighting shall be provided in all parking areas used by

the public for safe pedestrian and vehicular movement. A minimum lighting level of 0.2 foot-candles is required for all parking areas. All lights provided to illuminate any loading space or parking area shall be designed, adjusted and shielded to avoid casting light toward public roads and adjoining residential properties.

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

The project is a mixed use development on a lot within the C Zone and does not require common usable open space for residential units. However, as designed, each of the proposed residential units has its own patio or balcony that is directly accessed from the unit. A synthetic turf area is proposed adjacent to the residential portion of the project

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

All required permits, including the SDP, are being processed concurrently with the Development Review Permit. The CSP will be returned to the City Council at a later date or the City Council will authorize the City Manager and/or Community Development Director to review and approve the CSP at a later date. Although a restaurant use requires approval of a Conditional Use Permit (CUP), the Applicant is not requesting approval of CUPs for the any of the proposed restaurant spaces at this time; instead, the Applicant or a future restaurant operator will be required to apply for a CUP at a later date.

- IV. *If the development project also requires a permit or approval to be issued by a State or federal agency, the City Council may conditionally approve the development review permit upon the applicant obtaining the required permit or approval from the other agency.*

The Applicant is required to obtain approval from the California Coastal Commission prior to issuance of building permits. The FEIR that was certified for this project includes mitigation measures that may require permits or approval from other agencies. The Mitigation Monitoring and Reporting Program (MMRP) was adopted for this project as a part of certification of the FEIR and the mitigation measures are included as conditions of project approval.

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

- I. *All development shall be compatible with the topography, vegetation, and colors of the natural environment and with the scenic, historic and recreation resources of the designated areas.*

The proposed project has been designed to generally follow the topography of the site, which slopes generally upward from an elevation of approximately 61 feet above MSL on the west to 68 feet above MSL on the east. The existing vegetation onsite is non-native and ornamental and is proposed to be replaced with native and well adapted species that are responsive to the local climate and that coordinate with the landscaping theme in the public rights-of-way along S. Highway 101. The proposed project's color palette would include warm earth tones. Materials for the exterior of the proposed project include cement plaster with a smooth finish, siding, masonry, exterior porcelain wall tile, metal siding, metal roofing, and canvas awnings, with accented balconies and raised planters.

- II. *The placement of buildings and structures shall not detract from the visual setting or obstruct significant views, and shall be compatible with the topography of the site and adjacent areas. In prime viewshed areas designated in the General Plan, buildings and structures should not be placed along bluff-top silhouette lines or on the adjacent slopes within view from a lagoon area, but should be clustered along the bases of the bluffs and on the mesa tops set back from the bluff-top silhouette lines. Buildings and structures should be sited to provide unobstructed view corridors from the nearest scenic highway, or view corridor road. These criteria may be modified when necessary to mitigate other overriding environmental considerations such as protection of habitat or wildlife corridors.*

As noted above, the site is located within a view corridor in the Conservation and Open Space Element and is within 100 feet of the Coastal Rail Trail, which is a significant recreational and scenic resource. The proposed project would be visible from all three key vantage points (KVPs), from S. Highway 101, from the Coastal Rail Trail, and from View Corridor #24. However, the project would not block views of key scenic resources and open space areas within the city. The proposed project has been designed to generally follow the topography of the site. The site is not located along a bluff-top within a prime viewshed as designated in the General Plan or on adjacent slopes within view from a lagoon area.

The proposed design went through the required 30-day public noticing period required for the Structure Development Permit because the proposed residence will exceed 16 feet in height from the pre-existing

grade. The Applicant redesigned the project to address four claims for view assessment that were received, and the claimants subsequently withdrew their claims; therefore, it could be found that the proposed design, as redesigned, would not obstruct significant views.

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

The existing site contains developed areas and disturbed vegetation consisting of non-native ornamental and non-native annual plant species. No native species or vegetation communities were identified within the proposed project area. The project is required to comply with the Water Efficient Landscaping Regulations of SBMC 17.56, which require native, non-invasive plant species for any new landscaping. The conceptual landscaping plan includes native plant species and well-adapted species that are responsive to the local climate and limited water resources. The landscape plan would include a water-efficient drip irrigation system and low to moderate water use plants.

A separate condition has been added to require that native or drought-tolerant and non-invasive plant materials and water-conserving irrigation systems are required to be incorporated into the landscaping to the extent feasible.

Proposed landscaping has been conditioned so that the landscaping shall be maintained to ensure that it does not exceed the height of the adjacent rooflines when installed or at maturity.

- IV. *Any development involving more than one building or structure shall provide common access roads and pedestrian walkways. Parking and outside storage areas shall be screened from view, to the maximum extent feasible, from either the scenic highway or the adjacent scenic, historic, or recreational resource. Acceptable screening methods shall include, but are not limited to, the use of existing topography, the strategic placement of buildings and structures, or landscaping and plantings which harmonize with the natural landscape of the designated area.*

All required parking would be provided in a two-level subterranean parking garage and therefore would be screened from view. The project proposes two access driveways to the underground parking garage. The portion of the parking garage that provides residential parking would be accessed via a driveway off S. Sierra, while the

remainder of the parking would be accessed via a driveway off Dahlia. The required commercial loading area would take access via Dahlia Drive and is proposed to be located inside a portion of the restaurant building located at the southwest corner of S. Highway 101 and Dahlia, and therefore would be screened from view. A connected pedestrian walkway and open spaces would provide common pedestrian access into and through the proposed project.

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

The Engineering Department has placed a condition on the project that requires any new utility services including, but not limited to, electrical and telephone, to be undergrounded. There are no existing overhead utilities surrounding this project. There are a few above ground utility cabinets which will be either relocated, undergrounded, or eliminated.

- VI. *The alteration of the natural topography of the site shall be minimized and shall avoid detrimental effects to the visual setting of the designated area and the existing natural drainage system. Alterations of the natural topography shall be screened from view from either the scenic highway or the adjacent scenic, historic, or recreational resource by landscaping and plantings which harmonize with the natural landscape of the designated area, except when such alterations add variety to or otherwise enhance the visual setting of the designated area. However, design emphasis shall be placed on preserving the existing quality of scenic resources rather than concealment of disturbances or replacement in kind. In portions of the scenic area overlay zone containing sensitive lands, grading may be severely restricted or prohibited.*

The entire site has been disturbed as a result of previous development and the topography no longer exists in a natural condition, nor are there sensitive lands. The proposed project has been designed to follow the existing topography of the site, which varies from an elevation of approximately 61 to 68 feet above MSL, sloping upward in an easterly direction. The majority of the grading would be required to provide the subterranean parking garage.

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

The Applicant provided a proposed Comprehensive Sign Plan (CSP) for the City Council's consideration. Staff has not had adequate time to review the most recently submitted CSP for compliance with the SBMC. Therefore, Staff recommends that the City Council either direct that the CSP be returned to the Council for review or authorize the City Manager and/or Community Development Director to review and approve the CSP as provided for in the SBMC. Staff recommends that the completed CSP be submitted for consideration by Staff or the City Council within ninety (90) days following approval of the DRP and SDP.

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

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

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

Maximum building height of structures in the C Zone in the South Highway 101/South Sierra District of the HWY 101 SP is 35 feet. As part of the permit application for the previously proposed American Assets Trust (AAT) project, temporary story poles were erected on the project site in December 2015 to show the height and general outline of the previously proposed structures. After notice was issued to residents within 300 feet of the project site, the City received two claims of potential view impairment. The claims were evaluated by the VAC on March 17, 2015 and the VAC recommended denial of the project due to the inability to make the required findings. Given that the AAT project did not proceed, these two claims were given a "pending" status and were considered valid claims for the currently proposed Project.

As part of the proposed Project's permit application, revised story poles were installed and certified on November 17, 2017 to show the height and outline of the currently proposed structures. As certified, the story poles show a maximum building height of 32.5 feet from the proposed grade. A public notice was issued to residents within 300 feet of the project area on February 16, 2018, notifying them of the proposed Project. A corrected notification was subsequently issued on February 21, 2018. The deadline for residents to submit a view

assessment claim was March 19, 2018. Two new applications for view assessment were received, in addition to the two "pending" claims from the previous AAT project, for a total of four view assessment claims.

The Project was reviewed by the VAC on May 15, 2018. The Commission voted to continue the project to a later date to give the Applicant time to work with the claimants and revise the proposed Project. In response, the Applicant proposed a revised project design that reduces the proposed building heights. The highest point of the revised string line was certified at the location of Story Pole #47 at a height of 96.1 feet above MSL. The string line of the tallest portion of the structure as measured from the lower of the existing or proposed grade was certified at 32.2 feet above the existing grade at the location of Story Pole #57. The heights of the story pole string lines were lowered to reflect the revised building heights, although the original story poles were not changed. The heights of the string lines were certified by a licensed land surveyor on May 29, 2018.

The project was scheduled for the June 19, 2018 meeting. The Commission again voted to continue the meeting to a later date to give the Applicant additional time to work with the claimants to revise the proposed project. After working further with the view claimants, the Applicant again redesigned the proposed Project by reducing the height of the residential, retail, and restaurant buildings, and the claimants withdrew their applications for view assessment. As a result, the SDP will be issued administratively with the DRP should the Council make the findings to certify the EIR and approve the project. The Applicant will be required to show compliance with the approved maximum height and three-dimensional building envelope that was approved by the SDP at the time of submittal for a building permit and also prior to requesting a framing inspection.

5. CONDITIONS

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

A. Community Development Department Conditions:

- I. The Applicant shall pay required Public Facilities Fees and Park Fees, as established by SBMC Section 17.72.020 and Resolution 1987-36.
- II. The Applicant shall pay the required Regional Transportation Congestion Improvement Program (RTCIP) Fee, per dwelling unit, prior to building permit issuance.

- III. The Applicant shall pay the required Public Art Fee prior to building permit issuance. If the proposed public art is approved by the Council and installed according to the approved plan, the Public Art Fee can be refunded at the building final inspection.
- IV. The Applicant shall pay the required Affordable Housing Impact Fee in the amount of \$846,197.00 prior to building permit issuance.
- V. Building Permit plans must be in substantial conformance with the plans presented to the City Council on July 10, 2018 and located in the project file dated July 10, 2018.
- VI. Prior to requesting a framing inspection, the Applicant will be required to submit a height certification, signed by a licensed land surveyor, certifying that the maximum building height of the structure does not exceed 96.1 feet above MSL at Story Pole #47, and 32.2 feet above the existing grade as measured from the lower of the existing or proposed grade at the location of Story Pole #57, and is in conformance with the plans as approved by the City Council on July 10, 2018 and the certified story pole plot plan.
- VII. All onsite fences, walls, retaining walls, hedges, other dense landscaping, and/or any combination thereof, shall comply with applicable regulations of SBMC Section 17.60.070 (Fences, Walls, and Retaining Walls).
- VIII. The Applicant shall obtain required California Coastal Commission (CCC) approval of a Coastal Development Permit, Waiver or Exemption as determined necessary by the CCC, prior to the issuance of a grading or building permit.
- IX. The Applicant will be required to provide a full Landscape Documentation Package in compliance with SBMC Chapter 17.56 prior to building permit issuance, which will be reviewed and inspected by the City's third-party landscape professional.
- X. Native or drought tolerant and non-invasive plant materials and water conserving irrigation systems shall be incorporated into proposed landscaping to the extent feasible.
- XI. Landscaping shall be maintained to ensure that it does not exceed the height of the adjacent rooflines when installed or at maturity.
- XII. **LANDSCAPE PLAN**

- (a) Tree Mix: The mix of trees shall be at least 60% evergreen and 40% deciduous.
- (b) Quantity of Landscaping: At a minimum, the quantity of trees and other vegetation shown on the Landscape Plan shall be permanently maintained.
- (c) Quality: Trees and other vegetation shall be the same or better architectural significance, design value and quality as shown on the Landscape Plan and shall be permanently maintained.
- (d) Requirement to Maintain Trees and Vegetation: The landscape buffer areas shall be permanently maintained with trees and vegetation that have a level of architectural significance, design value and quality that is substantially the same or better than as shown on the Landscape Plan. Such trees and other vegetation shall not be removed unless concurrently replaced.
- (e) Removal and Replacement: Trees and other vegetation shall not be removed without concurrently replacing same. When replacing trees and other vegetation, the same or better level of architectural significance, design value and quality shown on the Landscape Plan. Replacement trees shall be of equal or larger size as the trees being removed.
- (f) Final Landscape Plan: The City Council has approved the "conceptual landscape plan." The "final landscape plan" shall be submitted to the City Council for approval. Selection of the tree species (including the height of trees at maturity) and placement of the trees along South Sierra Avenue for the final landscape plan shall consider and mitigate potential for blocking views of residences located on South Sierra Avenue that filed view claims concerning this Project.

XIII. LANDSCAPE BUFFER AREA

- (a) Landscape Buffer Areas: A "landscape buffer area" shall be provided and maintained between each respective building facade and the adjacent edge of the sidewalk closest to the building façade where adjacent to the public right-of-way and the area between the building facades and the northern property line. The landscape buffer areas shall be planted with trees and vegetation that provide at least ninety percent (90%) coverage of the landscape buffer area.

Landscape buffer areas shall be provided for the office building and residential apartment building fronting South Sierra Avenue, for the

residential apartment building fronting Dahlia Drive, and along the northern property line of the Project between the property line and the facades of the office buildings and retail building.

The landscape buffer areas shall be established and maintained as follows:

- (i) South Sierra Avenue Office Building Landscape Buffer Area: A minimum seventeen (17) foot wide landscape buffer area between the sidewalk and the west side building facade of the office building shall be maintained.
 - (ii) South Sierra Avenue Apartment Building Landscape Buffer Area: A minimum thirteen (13) foot wide landscape buffer area between the sidewalk and the west-facing building facade of the residential apartment building shall be maintained.
 - (iii) Dahlia Drive Landscape Buffer Area: A minimum seventeen (17) foot wide landscape buffer area between the sidewalk and the south-facing building facade of the residential apartment building shall be maintained. This landscape buffer area shall begin at South Sierra Avenue and continue easterly on Dahlia Drive up to the truck loading/rideshare area located on the east side of the restaurant space located at the southwest corner of the Project site.
 - (iv) North Property Line Landscape Buffer Area: A five (5) foot wide landscape buffer area between the north-facing building facade and the property line shall be maintained.
- (b) Requirement to Maintain Minimum Size of Landscape Buffer Areas: The minimum dimensions (i.e., distance east to west, and north to south) and size of the landscape buffer areas referenced herein as set forth herein shall be maintained and shall not be reduced. No portion of any landscape buffer area shall be converted to patios, decks, walkways, or other non-landscape uses.
- (c) Exceptions to Landscape Buffer Area - Walkway Between Sidewalk and Entrance to Office Building:
- (i) Entrances to Office Building from South Sierra Avenue: For the office building that is located contiguous with and has frontage on South Sierra Avenue, no more than two (2) entrances shall be provided on the west side of this office building fronting Sierra Avenue.

- (ii) Walkways to Entrances of Office Building from South Sierra Avenue: Only one walkway from the sidewalk along South Sierra Avenue shall be provided to each entrance door on the west side of the office building located on South Sierra Avenue. Each entrance door walkway shall not be wider than twelve (12) feet, including any built-in benches, seating, planters, or other improvements on or associated with the walkway.
 - (iii) Except as expressly permitted herein, no patios, decks, walkways, or other non-landscape uses are permitted in any of the landscape buffer areas referenced herein.
- XIV. Any new exterior lighting fixtures shall be in conformance with the City-Wide Lighting Regulations of SBMC Section 17.60.060.
- XV. All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities that render them detrimental to the surrounding area.
- XVI. Adequate lighting shall be provided in all parking areas used by the public for safe pedestrian and vehicular movement. A minimum lighting level of 0.2 foot-candles is required for all parking areas. All lights provided to illuminate any loading space or parking area shall be designed, adjusted, and shielded to avoid casting light toward public roads and adjoining residential properties. Light standards shall not exceed 16-feet in height, unless approved by discretionary permit.
- XVII. The on-site lighting in the subterranean parking garage is required to remain in good working condition 24 hours per day.
- XVIII. The building plans for the parking garage shall provide the quantity of parking spaces shown on the plans dated September 15, 2017 and the spaces shall be in compliance with the City's Off-Street Parking Manual. The plans for the parking garage shall number each individual parking space and shall be reviewed by the City's third party reviewer to determine that the plans comply with the City's Off-Street Parking Manual.
- XIX. Set Back of Office Building Facade (Distance Between West Building Facade of Office Building and Curb). The building facade on the west side of the office building on South Sierra Avenue shall be set back from the edge of the sidewalk that is closest to the west side building facade the following distances:

- (a) First Floor: The first floor level shall be set back a minimum of seventeen (17) feet from the edge of the sidewalk that is closest to the west side building facade; and
- (b) Second Floor: The second floor level shall be set back a minimum of sixteen (16) feet from the edge of the sidewalk that is closest to the west side building facade.

XX. BUILDING HEIGHTS

- (a) Finished Building Heights: The maximum finished height of all buildings and structures of the Project shall not exceed the maximum finished heights set forth in the written agreements entered into between the Applicant and the four parties that filed Applications for View Assessment against the Project. The maximum building heights set forth in the four Agreements are incorporated herein by reference.
- (b) Confirm Building Heights Before Framing Inspection: Within twenty days after City Council's conditional approval of the Development Review Permit for this Project, Applicant shall prepare and submit to the City Manager a chart in the form and content acceptable to the City Manager which at a minimum sets forth the following information for each roof or roof section of each building in the Project: (i) The story pole number of each of the four corners (approximate) of each roof or roof section (e.g., there are three roof sections on the residential apartment building); (ii) The maximum height (MSL) of the completed framing for each of the four corners (approximate) of each roof or roof section; and (iii) The maximum finished height (MSL) for each of the four corners of each roof or roof section after installation of roofing materials, parapet walls, if any, HVAC mechanical equipment, and related screening. The foregoing maximum heights shall be consistent with the maximum finished heights set forth in the written agreements entered into between the Applicant and the four parties that filed Applications for View Assessment against the Project.

XXI. ROOF DECKS

Second Floor Level and Third Floor Level Roof Decks: No shade structure, device, equipment, or facility designed to provide shade or otherwise cover the deck area, including but not limited to support poles and sail shades, trellis, or retractable awning, shall be temporarily or permanently installed or maintained on any second floor level or third floor level roof deck. However, an awning may be installed and attached to the exterior wall of the building directly above any access door to the deck area if the awning does not

exceed the following dimensions: the length of the awning is equal to the width of the access door to the deck and the awning does not extend more than three feet from the exterior wall where the access door is located. Notwithstanding the foregoing, free-standing moveable market umbrella(s) may be temporarily placed on the deck to provide shade when the deck is occupied.

XXII. EXTERIOR MATERIALS

- (a) **Materials Approved:** The Project shall be constructed with exterior materials that are of high architectural and design quality and are of the same type and design and of the same appearance, finish, and architectural design significance and are substantially the same or better quality as the exterior materials shown in the plans, illustrations, photographs, photo and electronic simulations, renderings, and other visual and graphic images submitted by the Applicant and presented to the City Council for consideration and approval of this Project.
- (b) **Colors and Materials Sample Board:** Within twenty (20) days after City Council's conditional approval of the Development Review Permit for this Project, Applicant shall prepare and submit for approval by the City Manager a sample board that provides samples of the exterior colors and materials.

XXIII. PARKING

- (a) **No Charge for Parking:** There shall not be any charge or fee to park in the parking garage for the Project. Therefore, for the purpose of example and not for limitation, there shall not be any charge to park in the parking garage for any tenants of the Project or their respective employees, customers, invitees, guests, visitors, and contractors that provide services to tenants of the Project. An exception to this requirement shall be charges associated with the Electric Vehicle (EV) charging stations provided for the commercial parking spaces.
- (b) **Access to Parking Garage:** Tenants of the office, retail, and restaurant spaces and their respective employees, guests, customers, and service providers shall be provided a separate segregated area in the parking garage as shown on the building plans that have been submitted to the City Council for approval. They shall access the parking garage using the entrance located on Dahlia Drive.

Tenants of the residential apartment building shall be provided a separate segregated area in the parking garage as shown on the

building plans that have been submitted to the City Council for approval. Tenants of the residential apartment building shall access the parking garage using the entrance located on South Sierra Avenue. Their access may be regulated with an "access card" or other managed parking system. Parking for visitors of the tenants in the residential apartment building will be allowed to park free of charge in the portion of the parking garage provided for tenants of the offices, retail, and restaurant spaces and their customers.

- (c) No Assigned Parking Spaces: Except for tenants of the residential apartment building, parking spaces shall not be assigned or otherwise reserved for any tenants of the Project or their respective employees, customers, and guests.

XXIV. RETAIL AND RESTAURANT USES

Street Level Space along South Highway 101: The street level space (first floor level) of the three buildings that have frontage along South Highway 101 shall only be leased, occupied, and used for retail trade establishments and restaurant uses as those uses are defined in the Solana Beach Municipal Code (SBMC). The southern-most of these three buildings shall only be used as a restaurant. The street level space (first floor level) of the middle building shall only be used as a restaurant. The street level space (first floor level) of the northern-most of the three buildings shall only be used as retail, restaurant, or food service uses.

XXV. RESIDENTIAL APARTMENT BUILDING

Long Term Rentals: The residential apartments shall be rented and/or subletted for periods of thirty (30) days or longer. This restriction shall be included in all leases and rental agreements for the apartments.

XXVI. CONDOMINIUM DOCUMENTS

- (a) Approval of Condo Documents: The approval of the Development Review Permit (DRP) is conditioned upon the City Council's review and approval of the terms, conditions, and provisions of the documents for the formation and operation of the condominium project (collectively the "Condo Documents"), including but not limited to the following: Declaration of Covenants, Conditions, and Restrictions; Condominium Plan; reciprocal easements; the Articles of Incorporation and Bylaws for the corporate entity that will constitute the Owners' Association; any management, operating, or other agreements concerning the formation and operation of the

Project; and any documents that allocate or regulate the rights and responsibilities of the owners of the condominiums and/or the occupants, visitors, customers, or invitees thereof.

- (b) Amendment of Condo Documents: The Condo Documents shall include provisions approved by the City Council which require that the owners shall obtain the approval of the City Council as a condition precedent before any amendment of any document or agreement that is a Condo Document can become effective.
- (c) Parking Spaces: The Condo Documents shall include provisions approved by the City Council which require that the parking spaces in the portion of the Project's parking garage provided for commercial tenants (e.g., offices, retail, and restaurant uses) shall be and remain "common area" and shall be available for use by all commercial tenants and their employees, customers, and invitees and visitors of the tenants of the residential apartment building. No parking spaces shall be assigned, sold, conveyed, transferred to any condominium owner or otherwise reserved for any condominium owner or their tenant(s), employees, customers, and invitees.
- (d) BUILDING MAINTENANCE

Office Buildings and Common Areas: The office buildings and all common areas of the Project shall be maintained as "Class A" Office buildings as this term is customarily used in the commercial leasing industry during the life of the Project.

XXVII. CORRECTION OF BUILDING PLANS SUBMITTED FOR THE DEVELOPMENT REVIEW PERMIT

Corrected Version of Building Plans: The latest version of the building plans for the DRP that the Applicant has submitted to the City in connection with this application (Case #17-14-08) shall be corrected and updated so that they are substantially consistent with and conform to the building plans last submitted by the Applicant to the City as Sheet A1.0 (Site Plan), Sheet A1.1 (FAR Calculations), and Sheet L-1 (Conceptual Landscape Plan) which set forth Applicant's intended final version of the Project (as represented by the Applicant to the City Manager).

XXVIII. KIOSKS

Kiosk Locations: No Kiosk shall be located on the sidewalk adjacent to the Project or within the public right -of-way.

XXIX. ACCESS TO COMMON AREA

Public Access to Common Area: The common area of the Project, including the courtyard area located between the residential apartment building on the south side, the office buildings on the north side, and the retail and restaurant buildings on the east side of the Project, shall remain open for public access. The "Findings of Fact" (page 4) of the EIR for this Project refers to this open area as the "east-west open space spine that would serve as a public walkway from Highway 101 through the development to South Sierra Avenue."

XXX. PUBLIC ART

City Council Approval: If the Applicant elects to incorporate and install public art in the Project, the Applicant shall submit its proposal to the City's Public Arts Commission ("PAC") for review and consideration. Thereafter, the recommendation of the PAC concerning the proposed art shall be submitted to the City Council for approval.

XXXI. Construction shall only occur between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and between the hours of 8:00 a.m. and 7:00 p.m. on Saturday. Construction activities shall not occur on Sunday or holidays.

XXXII. Although the project plans indicate spaces for three restaurants, this project approval does not specifically entitle the Applicant or a future applicant restaurant operator(s) to operate a restaurant. Prior to operating any restaurant, with or without service of any alcoholic beverage on-site, the Applicant or restaurant operator(s) shall obtain a Conditional Use Permit for each restaurant. If any application for a restaurant includes a request for service of any alcoholic beverage on-site, the Applicant or restaurant operator will be required to demonstrate to the satisfaction of the Community Development Director, application and approval of an applicable alcohol beverage permit from the State of California Alcohol Beverage Control (ABC), as well as additional conditions the City may impose. Additionally, live entertainment is not permitted with this project approval. Should the Applicant or any other future applicant desire to have live entertainment at any establishment, the Applicant shall apply for and obtain an Entertainment Establishment License prior to any live entertainment.

XXXIII. All businesses shall comply with the sound level limits established by Solana Beach Municipal Code Section 7.34.040 during hours of operation.

XXXIV. All business identification signage shall comply with the sign regulations established by Solana Beach Municipal Code Section 17.64 (Comprehensive Sign Ordinance) and with the approved comprehensive sign plan. Any proposed signage will require a separate sign and/or building permit approved by the City of Solana Beach prior to the installation of any sign. Tenants shall receive landlord approval for the proposed signage prior to the issuance of sign and/or building permits. Any proposed signage that is not in compliance with the approved comprehensive sign plan will require the Applicant or tenant to process a comprehensive sign plan modification under the discretion of the Community Development Director.

XXXV. All of the conditions of this project are continuing conditions. Failure of the Applicant to comply with any or all of said conditions at any time may result in the revocation of the permits granted for the development and use of the property.

XXXVI. All project plan sheets that were not updated from the original submittal shall be corrected to be consistent with the site plan reviewed and approved by City Council. Revised plans shall be submitted to the Community Development Department to the Director's satisfaction prior to plan check submittal.

XXXVII. The on-street loading space on Dahlia Drive shall be restricted to use by commercial truck deliveries and drop-off and pick-up of passengers by on-demand car services or valet services. No public parking shall be permitted. The curb adjacent to the on-street loading space shall be painted white, and one or more signs, to the satisfaction of the Engineering Department, shall be posted adjacent to the space that includes the following information, in a form to be approved by the Engineering Department: "Commercial truck deliveries shall be prohibited between the hours of 2:00 p.m. and 10:00 a.m. On-demand car services or valet services shall be prohibited only when commercial loading activities are occurring within their designated loading times. Limitations regarding the use of the on-street loading space shall be required as part of all commercial tenant agreements. The sign(s) shall include the above-referenced hours and a phone number for receptors to report any violations to the City of Solana Beach Code Compliance Division. The Code Compliance Division shall be responsible for issuing a fine or similar penalty for any violations."

XXXVIII. Prior to the issuance of building permits, the project Applicant shall demonstrate to the City Manager that the project has

an agreement in place to purchase 100 percent green power (electricity) from the City's Community Choice Aggregation (CCA) program, Solana Energy Alliance (SEA) "SEA Green" product, or, if this program is not in place, any successor CCA program or the San Diego Gas & Electric EcoChoice program. All future commercial and residential tenant agreements for the proposed project land uses shall require that all tenants opt in to either the City's SEA Green program (100 percent renewable power) or, if this program is not in place, any equivalent SEA successor program, or the San Diego Gas & Electric EcoChoice program. The purchase must be sufficient to offset all remaining electricity demand from the project (currently estimated at 1.6 million kwh/year, which is equivalent to 465 MTCO_{2e}/year) that is not provided by on-site solar power, such that all of the project's electricity demand is met through renewable sources. Final electricity demand and on-site solar power generation estimates shall be determined by a registered electrical engineer, retained by the project Applicant and approved by the City, prior to entering into the agreement with San Diego Gas & Electric and/or the City. If the EcoChoice program is the only option, proof of enrollment in the EcoChoice program shall be provided to the City prior to obtaining building permits. The project applicant shall be responsible for paying the monthly program fee. In the event the EcoChoice program is full for commercial customers, the project applicant shall enroll in the EcoChoice waitlist, and permits shall not be issued until the project is enrolled in the City's SEA Green program or the SDG&E EcoChoice program to offset the remaining electricity demand currently set at 1.6 million kwh/year.

XXXIX. Prior to the issuance of building permits, the project Applicant shall implement a local carbon reduction offset program consistent with the City's Climate Action Plan and subject to the approval of the City Manager. The local offset program shall be demonstrated to the satisfaction of the City Manager to achieve an emissions reduction of at least 651 metric tons carbon dioxide equivalent (MTCO_{2e}) per year for 30 years, which equates to a total of 19,530 MTCO_{2e}. A portion of the project's required GHG emission reductions within the City shall be accomplished by implementing the following programs:

- a. Provide an additional eight (8) on-site electric vehicle (EV) charging stations for the proposed residential use, at a cost comparable to that offered at charging stations elsewhere in the City of Solana Beach, which is equivalent to offsetting 90 MTCO_{2e} per year. "Prewire" and prepare eleven (11) residential spaces so they are EV charger ready.
- b. Provide an additional forty-six (46) on-site electric vehicle charging stations for the proposed commercial use, at a cost

comparable to that offered at charging stations elsewhere in the City of Solana Beach, which is equivalent to offsetting 85 MTCO_{2e} per year. The chargers are to be sited, to the extent feasible, in spaces most convenient to those seeking parking in the commercial portion of the garage.

- c. Provide two (2) electric vehicle charging stations at the proposed reverse-diagonal parking spaces on South Sierra Avenue adjacent to the project site, at a cost comparable to that offered at charging stations elsewhere in the City of Solana Beach, which is equivalent to offsetting 280 MTCO_{2e} per year.
- d. Contribute towards a regional bike-share program in an amount equivalent to providing 12 shared electric bicycles, which is equivalent to offsetting seven MTCO_{2e} per year.

Note: All EV chargers shall be Level 2 (240 volt; minimum 30 amp, 7.2 kW) or DC Fast Charger (480 volt). Pre-wired spaces shall accommodate minimum 24 kW charging.

Alternatively, and only if it can be demonstrated to the City Council that local programs cannot be feasibly implemented to fully offset 651 MTCO_{2e} annually for 30 years, the project Applicant shall purchase California Air Resources Board-approved CO_{2e} offset credits to satisfy this mitigation requirement. There are currently three approved registries recognized by the State of California that implement established carbon offset programs: Climate Action Reserve; American Carbon Registry; and Verified Carbon Standard. Programs supported by the carbon offset programs include restoring wetlands, avoiding conversion of grasslands to crop production, capturing methane gas from landfills and/or manure, and supporting urban forestry. The Applicant shall submit documentation of the offset purchase to the City Manager demonstrating that it mitigates 651 MTCO_{2e} per year for 30 years, as provided by the approved registry, prior to the issuance of building permits.

- XL. At least 10 working days prior to demolition or removal of existing on-site structures, the project Applicant shall submit an Asbestos Removal, Renovation, and Demolition Operations Notice of Intentions to the County of San Diego Air Pollution Control District. The Notice of Intentions must include:
 - a. The name and company of the person completing the notification form.

- b. The type of notice (i.e., whether the notice is an original notification, a revision to an existing notification, including the type of revision, or a cancellation of an existing notification).
- c. Type of operation (i.e., whether the operation(s) is a renovation, demolition, emergency renovation, emergency demolition, or planned renovation).
- d. The facility name, address, building number, suite number, room number, city, state, and zip code.
- e. The facility owner's name, address, city, state, zip code, contact person and title, and phone number.
- f. The removal contractor's name, address, city, state, zip code, contractor's license number, contact person and title, and phone number.
- g. The demolition contractor's name, address, city, state, zip code, contractor's license number, contact person and title, and phone number.
- h. A description of the facility, including the number of floors, the number of dwelling units, age of the facility, and the past and present use of the facility.
- i. Scheduled start and completion dates of renovation operations and/or of demolition operations.
- j. The work practices, equipment, and engineering controls to be used in demolition operations.
- k. Description of procedures to be followed in the event that unexpected regulated asbestos-containing material (RACM) is found or any Category I Nonfriable asbestos-containing material (ACM) or Category II Nonfriable ACM becomes crumbled, pulverized, broken into smaller pieces, or reduced to powder.
- l. The name, address, city, state, zip code, contact person and title, and phone number of the waste transporter for all demolition debris containing no asbestos.
- m. A certification that at least one person trained in accordance with San Diego Air Pollution Control District Regulation XII, District Rule No. 1206 Subsection (f)(8) will supervise the stripping and removal described by this notification.
- n. Information about the individual conducting the facility survey

including: name, company, title, mailing address and phone number, and the certification number for the Environmental Protection Agency (EPA) approved Building Inspector Course passed by the individual.

- o. The condition of each ACM identified by the facility survey to be removed, stripped, or disturbed, or a statement that no ACM to be disturbed by renovation or demolition operations has been identified at the facility.
 - p. The procedure(s), including analytical methods, used to detect the presence of RACM, Category I Nonfriable ACM, and Category II Nonfriable ACM.
 - q. For all ACM to be removed, stripped, or disturbed, the categorization of each material containing more than one percent asbestos as friable ACM, Category I Nonfriable ACM, or Category II Nonfriable ACM.
 - r. A description of the facility components containing ACM to be removed, stripped, or disturbed.
 - s. An estimate for the total amount of ACM to be removed, stripped, or disturbed from the facility including the surface area in square feet of other facility components, or volume in cubic feet if square footage cannot be established in the course of renovation or demolition operations regulated by this rule.
 - t. The specific work practices, equipment, and engineering controls that will be used to remove each ACM.
 - u. The name, address, city, state, zip code, contact person and title, and phone number of the waste transporter for all ACWM.
 - v. The name, address, city, state, zip code, and phone number of the waste disposal site for all ACWM.
 - w. In addition, a copy of the Asbestos Survey must be maintained on site for the duration of the project.
- XLI. Commercial truck deliveries to the project shall be prohibited between the hours of 10:00 p.m. and 8:00 a.m. Limitations on truck deliveries shall be required as part of all commercial tenant agreements. A sign shall be posted at the loading dock entrance that includes the loading dock hours and a phone number for receptors to report any violations to the City of Solana Beach Code Compliance Division. The Code Compliance Division shall be responsible for issuing a fine or similar penalty for any violations.

- XLII. Use of outdoor patios associated with commercial restaurant and retail uses or operation of devices for amplifying sound or music on the project site shall be limited to the hours of 8:00 a.m. to 10:00 p.m., in accordance with SBMC Section 7.34.140(B)(5). Hours of patio operation shall be required to be posted on restaurant and retail use storefronts as a notice to customers. Limitations on outdoor patio use shall be required as part of all commercial tenant agreements. Hours of patio operation and a phone number for receptors to report any violations to the City of Solana Beach Code Compliance Division shall be posted in the public plaza. The Code Compliance Division shall be responsible for issuing a fine or similar penalty for any violations.
- XLIII. The construction contractor shall provide written notification to all residential units located within 95 feet of the property boundary and commercial land uses within 80 feet of the property boundary at least three (3) weeks prior to the start of construction activities informing them of the estimated start date and duration of daytime vibration-generating construction activities. This notification shall include information warning about the potential for impacts related to vibration-sensitive equipment.
- XLIV. The project applicant shall implement the following measures during construction of the proposed project:
- a. Prior to issuance of any construction permits, an 8-foot-height construction noise barrier shall be constructed along the western property line to reduce construction noise. The noise barrier shall be continuous with no openings or gaps within its entirety. It will be constructed of "Quilted Barrier Absorber" Type: BBC-13X manufactured by Sound Seal, or equivalent. Product specification for Type BBC-13X is presented in the ABC Acoustics noise technical study (April 2018) provided in Appendix H to the EIR.
 - b. During construction, idling time for all equipment shall be limited to five minutes or less.
 - c. Prior to the start of each phase of construction, the staging area for the phase shall be sited to maximize the distance between construction equipment staging areas and occupied residential areas.
 - d. During construction, use of electric air compressors and similar power tools, rather than diesel equipment, shall be used.
 - e. During construction, stationary construction equipment shall be

placed such that emitted noise is directed away from or shielded from sensitive noise receivers.

- f. During construction, stockpiling and vehicle staging areas shall be located as far as practical from noise-sensitive receptors.

XLV. If construction activity occurs during the breeding season for raptors and other birds (January 1 through September 15), the project applicant shall retain a qualified biologist to conduct a biological survey for nesting bird species within the proposed impact area and a 300-foot buffer within 72 hours prior to construction. This survey is necessary to ensure avoidance of impacts to nesting raptors (e.g., Cooper's hawk and red-tailed hawk) and/or birds protected by the federal Migratory Bird Treaty Act. The qualified biologist shall submit a written report of the survey results to the City's Community Development Department for review and approval prior to the commencement of any construction activity on the project site. If any active nests are detected, the area shall be flagged and mapped on the construction plans along with a minimum 300-foot buffer and up to a maximum of 500 feet for raptors, as determined by the project biologist, and shall be avoided until the nesting cycle is complete. Subject to consultation with and the prior written approval of the City's Community Development Department, the project biologist may reduce the avoidance buffer if a reduced buffer maintains protection of the nesting cycle of the avian species.

B. Fire Department Conditions:

- I. FIRE HYDRANTS AND FIRE FLOWS: The applicant shall provide fire hydrants of a type, number, and location satisfactory to the Solana Beach Fire Department. A letter from the water agency serving the area shall be provided that states the required fire flow is available. Fire hydrants shall be of a bronze type. Multi-family residential or industrial fire hydrants shall have two (2) 4" inch and two (2) 2 ½" inch NST outlets.
 - a. Fire Flow shall be provided per CFC Appendix B. A maximum reduction in fire flow of is 50 percent with an approved fire sprinkler system.
 - b. Fire hydrants shall be provided per CFC Appendix C (number, spacing, and type)
- II. AUTOMATIC FIRE SPRINKLER SYSTEM: Structures shall be protected by an automatic fire sprinkler system designed and installed to the satisfaction of the Fire Department.

- a. All buildings/occupancies shall be protected with NFPA 13 fire sprinkler systems.
 - b. NFPA 13 fire sprinkler systems shall not be used for area increase or height increase per the approved Alternate Materials & Methods Mitigation.
- III. ACCESS ROAD MINIMUM DIMENSIONS: Fire apparatus access roads shall have an unobstructed improved width of not less than 20 feet; curb line to curb line, and an unobstructed vertical clearance of not less than 13 feet 6 inches. Access roads shall be designed and maintained to support the imposed loads of not less than 75,000 pounds and shall be provided with an approved paved surface to provide all-weather driving capabilities.
- IV. GATES: All gates or other structures or devices, which could obstruct fire access roadways or otherwise hinder emergency operations, are prohibited unless they meet standards approved by the Solana Beach Fire Department. An approved emergency key-operated switch and/or an approved emergency traffic control-activating strobe light sensor shall be installed per Solana Beach Fire Department standards. Emergency egress and access shall meet the requirements of the CBC and CFC.
- V. RESPONSE MAPS: Any new development, which necessitates updating of emergency response maps by virtue of new structures, hydrants, roadways or similar features, shall be required to provide map updates and shall be charged a reasonable fee for updating all response maps.
- VI. CONSTRUCTION MATERIALS: Prior to delivery of combustible building construction materials to the project site all of the following conditions shall be completed to the satisfaction of the Fire Department:
- a. All wet and dry utilities shall be installed and approved by the appropriate inspecting department or agency.
 - b. As a minimum the first lift of asphalt paving shall be in place to provide a permanent all-weather surface for emergency vehicles; and
 - c. Water supply for fire protection (fire hydrants and standpipes) shall be installed, in service and accepted by the Fire Department and applicable water district.

- VII. OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION: All roadways shall be a minimum of 20 feet in width during construction and maintained free and clear, including the parking of vehicles, in accordance with the California Fire Code and the Solana Beach Fire Department. A phasing and staging plan shall be submitted for review and approval.
- VIII. ADDRESS NUMBERS: Street Numbers: Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: 4" high with a ½" inch stroke width for residential buildings, 8" high with a ½" stroke for commercial and multi-family residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear access doors, building corners, and entrances to commercial centers. Directories shall provide to identify buildings/addresses.
- IX. SMOKE DETECTORS/CARBON MONOXIDE ALARMS/FIRE SPRINKLER SYSTEMS: Smoke detectors/carbon monoxide/fire sprinklers shall be inspected by the Solana Beach Fire Department.
- X. CLASS "A" ROOF: All structures shall be provided with a Class "A" Roof covering to the satisfaction of the Solana Beach Fire Department.
- XI. WET STANDPIPE SYSTEM: A Class I or Class III combined wet standpipe system is required. Standpipe system shall be designed and installed per NFPA 14 and Solana Beach Fire Department requirements.
- XII. FIRE ALARM SYSTEM: A California State Fire Marshal listed fire alarm system is required and shall be designed and installed per NFPA 72, California Fire Code, and Solana Beach Fire Department requirements.
- XIII. SOLAR PHOTOVOLTAIC INSTALLATIONS (Solar Panels): Solar photovoltaic systems shall be installed per the California Fire Code and Solana Beach Fire Department requirements.
- XIV. FIRE COMMAND CENTER: A fire command center shall be provided per the CFC and Solana Beach Fire Department requirements.

- XV. EMERGENCY RESPONDER RADIO COVERAGE: All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communications systems of the jurisdiction at the exterior of the building per CFC Section 510.
- XVI. FIRE-RESISTANCE CONSTRUCTION: Building III and Building IV shall be separated by a fire wall as defined by the California Building Code to create a separate building.

C. Engineering Department Conditions:

- I. Obtain an Encroachment permit in accordance with Chapter 11.20 of the Solana Beach Municipal Code, prior to the construction of any improvements within the public right-of way, including, but not limited to temporary construction staging and equipment and demolition of existing surface improvements. All proposed improvements within the public right-of-way shall comply with city standards including but not limited to the off-street parking design manual.
- II. Submit proof to the Engineering Department that the required California Coastal Commission permits have been obtained prior to the recording of any lot line adjustments/plat maps, issuance of building permits and/or grading permits.
- III. All construction demolition materials shall be recycled according to the City's Construction and Demolition recycling program and an approved waste management plan shall be submitted.
- IV. All parking and ingress/egress shall conform to the City of Solana Beach Off Street Parking Manual.
- V. The applicant is proposing tie back system in the Public Right-Of-Way. The tie back system shall be disengaged after construction and shall not extend beyond the center line of the street. The applicant shall enter into an Encroachment, Maintenance, Removal and Liability Agreement with the City for the tie back system.
- VI. Complete to the satisfaction of the City Engineer all grading, paving, public improvements, landscaping, and drainage improvements.
- VII. An Encroachment Maintenance Removal Agreement is required for all private encroachments in the public right-of-way, such as landscaping, irrigation and decorative concrete sidewalks.
- VIII. A curb utilization plan is required to be prepared for the entire frontage of the project including the proposed loading zone for trash

bin pick up on Highway 101, and the proposed loading zone to the satisfaction of the City Engineer.

- IX. Relocate the existing bus stop shelter, bench, signage and bike rack to 315 South Highway 101.
- X. The biofiltration basins shall not be located in the public right-of-way, including those portions dedicated on the final subdivision map.
- XI. Any new utility services including, but not limited to, electrical and telephone, shall be undergrounded. Any existing ground utility cabinets shall be either relocated, undergrounded, or eliminated.
- XII. PUBLIC IMPROVEMENTS.
 - a. Obtain an Improvement Permit for the public improvements along South Highway 101, Dahlia Drive, and South Sierra Avenue, as shown on the Tentative Map. Submit an Improvement Plan prepared by a registered civil engineer and obtain approval from the City Engineer. The design and construction of all improvements shall be in conformance with the Off-street Parking Design Manual, any specifications of the City of Solana Beach and subject to the approval of the City Engineer. Conditions for approval of the Improvement Plan shall include, but is not limited to the following:
 - i. Pay improvement plan check fee in accordance with the current Engineering Fee Schedule prior to approval of the improvement plan. Improvement inspection fee shall be paid prior to the issuance of an Improvement Permit.
 - ii. Obtain and submit securities to guarantee the improvements in a form prescribed by the City of Solana Beach.
 - b. South Highway 101: A minimum fifteen (15) foot wide sidewalk plus six (6) inch curb shall be provided and maintained. The material and finish shall be the same as existing public sidewalk improvements on South Highway 101 at the Project site.
 - c. Dahlia Drive and South Sierra Avenue: A minimum five and one-half (5 ½) foot wide sidewalk plus six (6) inch curb shall be provided and maintained. The material and finish of this sidewalk shall be the same as existing public sidewalks along South Sierra Avenue nearby the Project. The transition from the sidewalk material and finish on South Highway 101 to the different sidewalk material and finish used on Dahlia Drive shall

begin at the east side of the residential apartment building on Dahlia Drive as shown on the building plans for the Project.

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- XIII. GRADING: Obtain a grading permit in accordance with Chapter 15.40 of the Solana Beach Municipal Code. Conditions prior to the issuance of a grading permit shall include, but not be limited to the following:
- a. The grading plan shall be prepared by a registered engineer and approved by the City Engineer. On-site grading design and construction shall be in accordance with Chapter 15.40 of the Solana Beach Municipal Code.
 - b. A soils report shall be prepared by a registered soil engineer and approved by the City Engineer. All necessary measures shall be taken and implemented to assure slope stability, erosion control and soil integrity. The grading plan shall incorporate all recommendations contained in the soils report.
 - c. All retaining walls and drainage structures shall be shown. Retaining walls shown on the grading plan shall conform to the San Diego Regional Standards or be designed by a licensed civil engineer. Engineering calculations for all designed walls with a surcharge and nonstandard walls shall be submitted at grading plan check. Retaining walls may not exceed the allowable height within the property line setback as determined by the City of Solana Beach Municipal Code. Contact the Community Development Department for further information.
 - d. Show all proposed on-site private drainage facilities intended to discharge water run-off. Elements of this design shall include a hydrologic and hydraulic analysis verifying the adequacy of the facilities and identify any easements or structures required to properly convey the drainage. The construction of drainage structures shall comply with the standards set forth by the San Diego Regional Standard Drawings.
 - e. Pay grading/engineering plan check fee in accordance with the current Engineering Fee Schedule at initial grading plan submittal. Inspection fees shall be paid prior to issuance of the grading/engineering permit.
 - f. Obtain and submit grading/engineering security in a form prescribed by the City of Solana Beach Municipal Code grading ordinance.

- g. Obtain haul permit for export of soil. Dispose of all excavated material at a legal dump site.
- h. The applicant shall participate in the Sand Compatibility and Opportunistic Use Program (SCOUP) and deposit soil exports on city beaches. The applicant's soil engineer shall investigate, perform testing and determine if a portion of the soil to be exported is compatible with beach sediments in accordance with the SCOUP Plan prepared by Moffatt & Nichol, dated March 2006, available on the SANDAG website.
- i. Submit certification from a registered civil engineer and soils engineer that all public or private drainage facilities and finished grades are functioning and are installed in accordance with the approved plans. This shall be accomplished by engineer of record incorporating as-built conditions on the Mylar grading plans and obtaining signatures of the engineer of record and soils engineer certifying the as-built conditions.

XIV. DRAINAGE.

- a. This project is required to provide a detention basin and the corresponding outflow system. This detention basin shall be designed to reduce the rate of runoff for the proposed development to that of the existing condition to the satisfaction of the City Engineer.
- b. Post Construction Best Management Practices meeting City and RWQCB Order No. R9-2013-001 requirements shall be implemented in the drainage design. This project is considered a Priority Development Project and a PDP Water Quality Technical Report shall be prepared.
- c. An Erosion Control Plan shall be prepared. Best management practices shall be developed and implemented to manage storm water and non-storm water discharges from the site at all times during excavation and grading activities. Erosion prevention shall be emphasized as the most important measure for keeping sediment on site during excavation and grading activities. Sediment controls shall be used as a supplement to erosion prevention for keeping sediment on site.
- d. The drainage for the underground parking shall drain to an approved oil separator or trap prior to discharging to the sewer system (UBC 311.2.3.1).

XV. SEWER.

- a. Sewer permit and encroachment permit required for private sewer lateral. If the lowest point of the pad elevation is lower than the upstream Manhole rim elevation, a backflow prevention device shall be installed on private property. Whether applicant pumps up to main sewer line, or gravity flows down to main sewer line the applicant shall record a document holding the City of Solana Beach harmless in case of storm water entering the property from city streets or sanitary sewer backup into any part of the development due to blockage in main sewer line. The applicant shall coordinate with the Public Works inspector to allow the inspector to inspect the entire length of the private sewer lines before backfilling.
- b. The Applicant shall pay in full the one-time sewer capacity/connection fees of \$4500.00 per Equivalent Dwelling Unit (EDU). The EDU assignment is determined by SBMC 14.08.060. The applicant shall provide all documentation requested by the city in order to determine the appropriate sewer assessment.
- c. Pay in full the prorated portion of the current annual sewer charge for the remainder of the fiscal year.
- d. Cap all abandoned sewer laterals at the main.
- e. Any proposed grease traps shall be maintained and serviced within the project boundary.

XVI. Prior to issuance of grading permits for the proposed project, the City Engineer shall verify that the Applicant has incorporated the following applicable recommendations in the Geotechnical Investigation prepared by NOVA dated May 2012 and the Update Letter prepared by NOVA dated August 2015 into the final project design and construction documents. These recommendations address issues including, but not limited to, excavation and fill, slope stability, site grading, erosion control, and monitoring. Construction documents shall be prepared to the satisfaction of the City Engineer. The following list of recommendations must be incorporated into the project design and construction documents:

- a. For trench or other temporary excavations, safety shall be met by laying back the slopes no steeper than 1.5:1 (horizontal:vertical) for fill and Old Paralic Deposits material.

- b. Structures/improvements in the vicinity of the planned shoring installations shall be reviewed for foundation support and tolerance to settlement. The shoring system shall be designed to limit ground settlement behind the shoring system to 0.5 inches or less.
- c. An array of ground survey points shall be installed to monitor settlement. The survey points shall be installed on the shoring system and incrementally away from the excavation.
- d. A dewatering system is required for construction and shall be designed by a professional dewatering engineer. The dewatering plan shall address anticipated drawdown, volume of pumping, potential for settlement, and groundwater discharge. Disposal of groundwater shall be performed in accordance with the guidelines of the San Diego Regional Water Quality Control Board.
- e. Unstable excavation bottom conditions that are close to or below the water table shall be mitigated by over-excavation of the bottom to suitable depths and replacement with a one-foot thick gravel or lean concrete mud mat. Any loose, soft, or deleterious material shall be removed prior to placement of gravel or lean concrete.
- f. The proposed structure shall be founded on conventional spread footings or a mat foundation supported on formational material using an allowable bearing capacity of 5,000 pounds per square inch (psi). Exterior footings shall be founded on a minimum of two feet of compacted fill using an allowable bearing capacity of 2,000 psi. The allowable bearing capacities shall be increased by one-third when considering loads of a short duration such as wind or seismic forces.
- g. Foundations shall have an embedment depth of 24 inches or more below the lowest adjacent grade. Continuous footings shall be 18 or more inches wide and spread foundations shall be 24 or more inches square. Footings founded in low expansive granular materials shall be reinforced with four No. 4 or larger reinforcing bars, two placed near the top and two near the bottom of the footings.
- h. Slab-on-grade floors, underlain by very low to low expansive materials, shall be five or more inches in thickness and be reinforced with No. 3 or larger reinforcing bars spaced 18 inches on center each way. Additional slab thickness and reinforcement recommendations shall be provided by a qualified

structural engineer.

- i. For the exterior site improvements such as sidewalks that are expected to be located outside of the proposed excavations, remedial grading shall consist of removing the upper two feet of the existing soil and replacing it with structural fill.
- XVII. Due to the potential presence of previously unknown archaeological and/or tribal cultural resources, a grading monitoring program shall be implemented for the project. The monitoring program shall include the following elements:
- a. The applicant shall enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a pre-excavation agreement) with a tribe that is traditionally and culturally affiliated with the project location (TCA Tribe) prior to issuance of a grading permit. The purposes of the agreement are (1) to provide the applicant with clear expectations regarding unique archaeological resources and tribal cultural resources; and (2) to formalize protocols and procedures between the applicant and the TCA Tribe for the protection and treatment of, including but not limited to, cultural and religious landscapes; ceremonial items; traditional gathering areas; and cultural items located and/or discovered through a monitoring program in conjunction with the construction of the proposed project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground disturbing activities.
 - b. Prior to issuance of a grading permit, the applicant shall provide written verification to the City that a qualified archaeologist and a Native American monitor associated with a TCA Tribe have been retained to implement the monitoring program. The archaeologist shall be responsible for coordinating with the Native American monitor. This verification shall be presented to the City in a letter from the project archaeologist confirming that the selected Native American monitor is associated with a TCA Tribe. Prior to any pre-construction meeting, the City shall approve all persons involved in the monitoring program.
 - c. The qualified archaeologist and Native American monitor shall attend the pre-grading meeting with the grading contractors to explain and coordinate the requirements of the monitoring program.
 - d. During the initial grubbing, site grading, excavation, or disturbance of the ground surface, the qualified archaeologist

and the Native American monitor shall be onsite fulltime. If imported fill materials, or fill used from other areas of the project site, are to be incorporated at the project site, those fill materials shall be absent of any unique archeological or tribal cultural resources. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of unique archaeological resources as defined in PRC Section 21083.2 or discoveries of tribal cultural resources as defined in PRC Section 21074. Archaeological and Native American monitoring will be discontinued when the depth of grading and soil conditions no longer have the potential to contain cultural deposits. The qualified archaeologist, in consultation with the Native American monitor, shall be responsible for determining the duration and frequency of monitoring.

- e. In the event that previously unidentified tribal cultural or unique archaeological resources are discovered, the qualified archaeologist and the Native American monitor shall have the authority to temporarily divert or temporarily halt ground disturbance operations in the area of discovery to allow for evaluation of tribal cultural or unique archaeological resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so that the monitored grading can proceed.
- f. If a tribal cultural or unique archaeological resource is discovered, the archaeologist shall notify the City of said discovery and shall conduct consultation with TCA tribes to determine the most appropriate mitigation. The qualified archaeologist, in consultation with the City, the TCA Tribe, and the Native American monitor, shall determine the significance of the discovered resource. A recommendation for treatment and disposition of the resource shall be made by the qualified archaeologist in consultation with the TCA Tribe and the Native American monitor, and shall be submitted to the City for review and approval.
- g. The avoidance and/or preservation of the tribal cultural resource and/or unique archaeological resource must first be considered and evaluated under CEQA. Where any significant tribal cultural resources and/or unique archaeological resources have been discovered and avoidance and/or preservation measures are deemed to be infeasible by the City, a research design and data recovery program to mitigate impacts shall be prepared by the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe and the Native American monitor, and shall be subject to approval by the City.

The qualified archaeologist, in consultation with the Native American monitor, shall determine the amount of material to be recovered for an adequate artifact sample for analysis. Before construction activities are allowed to resume in the affected area, the research design and data recovery program activities must be concluded to the satisfaction of the City.

- h. In accordance with CEQA, all tribal cultural resources shall be treated with culturally appropriate dignity. If the qualified archaeologist elects to collect any tribal cultural resources, the Native American monitor must be present during the collection and cataloging of those resources. Moreover, if the qualified archaeologist does not collect the tribal cultural resources that are unearthed during the ground-disturbing activities, the Native American monitor may, at their discretion, collect said resources and provide them to the TCA Tribe for respectful and dignified treatment in accordance with the tribe's cultural and spiritual traditions.
- i. The project archaeologists shall document evidence that all cultural materials have been repatriated and/or curated as follows:

- i. It is the preference of the City that all tribal cultural resources be repatriated to the TCA Tribe, as such preference would be the most culturally sensitive, appropriate, and dignified. Therefore, any tribal cultural resources collected by the qualified archaeologist shall be provided to the TCA Tribe. Evidence that all cultural materials collected have been repatriated shall be in the form of a letter from the TCA Tribe to whom the tribal cultural resources have been repatriated identifying that the archaeological materials have been received.

OR

- ii. Any tribal cultural resources collected by the qualified archaeologist shall be curated with its associated records at a San Diego curation facility or a culturally-affiliated tribal curation facility that meets federal standards per 36 CFR Part 79, and, therefore, would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records, including title, shall be transferred to the San Diego curation facility or culturally affiliated tribal curation facility and shall be accompanied by payment of the fees necessary for

permanent curation. Evidence that all cultural materials collected have been curated shall be in the form of a letter from the curation facility stating that the prehistoric archaeological materials have been received and that all fees have been paid.

- XVIII. Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, that describes the results, analysis, and conclusion of the archaeological and tribal cultural resources monitoring program and any data recovery program on the project site shall be submitted by the qualified archaeologist to the City. The Native American monitor shall be responsible for providing any notes or comments to the qualified archaeologist in a timely manner, to be submitted with the report. The report will include California Department of Parks and Recreation Primary and Archaeological Site Forms for any newly discovered resources.
- XIX. A paleontological monitor shall be present during all cutting, grading, or excavation of previously undisturbed substratum. If a fossil of greater than 12 inches in any dimension (including circumference) is encountered, all operations in the area where the fossil was found shall be suspended immediately, the City shall be notified, and a qualified paleontologist shall be retained by the City to evaluate the significance of the find; to salvage, record, clean, and curate significant fossil(s); and to document the find in accordance with current professional paleontological standards. Within 30 days of completion of ground-disturbing activities, either a letter signed by the paleontological monitor stating that no fossils were found or, if fossils were found, a report prepared by the qualified paleontologist documenting the mitigation program shall be submitted to the City.
- XX. In the event of the accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the following steps shall be taken:
- a. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the County Coroner has been contacted to determine that no investigation of the cause of death is required. If the coroner determines the remains to be Native American, the coroner shall contact the NAHC within 24 hours. The NAHC shall identify the person or persons it believes to be the most likely descendants (MLD) from the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human

remains and any associated grave goods as provided in PRC Section 5097.98.

OR

- b. Where the following conditions occur, the landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance: a) the NAHC is unable to identify an MLD or the MLD fails to make a recommendation within 48 hours after being notified by the commission; b) the MLD identified fails to make a recommendation; c) or the landowner or his authorized representative rejects the recommendation of the MLD, and the mediation by the NAHC fails to provide measures acceptable to the landowner.

XXI. The City has adopted a Transportation Impact Fee (TIF) program to fund the construction of various multi-modal transportation facilities identified in the City's Comprehensive Active Transportation Strategy (dated June 2015) and in conformity with the City's Circulation Element (dated November 2014). The Applicant shall pay all TIF fees associated with the proposed development to the satisfaction of the City Engineer.

XXII. Due to actual field conditions encountered during construction additional engineering department conditions may be added as warranted.

XXIII. SURVIVAL OF CONDITIONS OF APPROVAL

The covenants and conditions set forth herein shall be continuing and shall remain in full force and effect for the life of the Project and shall survive and remain in full force and effect after the issuance of the building permits and construction of the Project.

6. ENFORCEMENT: Pursuant to SBMC 17.72.120(B) failure to satisfy any and all of the above-mentioned conditions of approval is subject to the imposition of penalties as set forth in SBMC Chapters 1.16 and 1.18 in addition to any applicable revocation proceedings.
7. EXPIRATION: The Development Review Permit, Structure Development Permit, and Comprehensive Sign Plan for the project will expire on 24 months from the date of approval 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.

8. 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.

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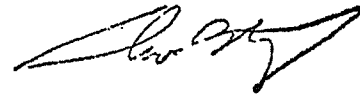
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9. NOTICE TO APPLICANT: Pursuant to Government Code Section 66020, you are hereby notified that the 90-day period to protest the imposition of the fees, dedications, reservations or other exactions described in this resolution commences on the effective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

PASSED AND ADOPTED at an adjourned regular meeting of the City Council of the City of Solana Beach, California, held on the 10th day of July, 2018, by the following vote:

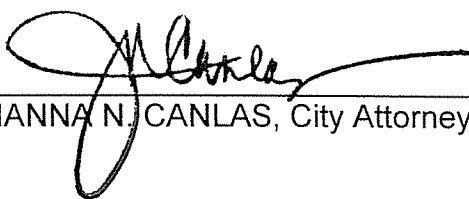
AYES: Councilmembers – Zito, Edson, Hegenauer, Heebner, Zahn
NOES: Councilmembers – None
ABSENT: Councilmembers – None
ABSTAIN: Councilmembers – None



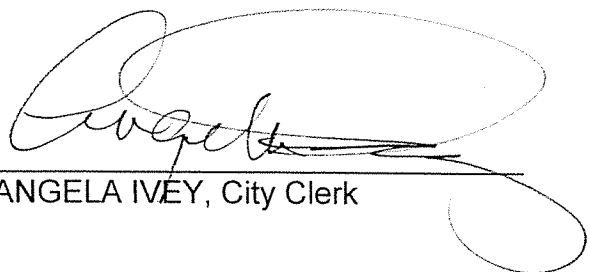
DAVID A. ZITO, Mayor

APPROVED AS TO FORM:

ATTEST:



JOHANNA N. CANLAS, City Attorney



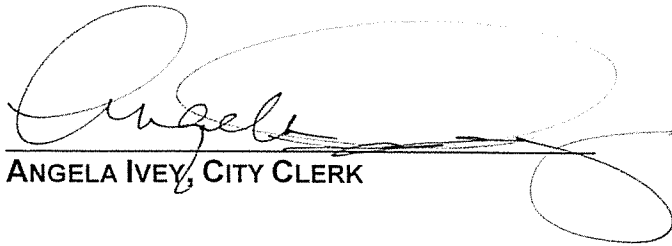
ANGELA IVEY, City Clerk



RESOLUTION CERTIFICATION

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

I, ANGELA IVEY, City Clerk of the City of Solana Beach, California, DO HEREBY CERTIFY that the foregoing is a full, true and correct copy of **Resolution 2018-099** conditionally *approving a Development Review Permit (DRP) and Structure Development Permit (SDP) for Solana Beach 101, a Mixed Use Development at the Northwest Corner of Highway 101 and Dahlia Dr., Case No. 17-14-08, Applicant: Zephyr Partners* as duly passed and adopted at an Adjourned Regular Solana Beach City Council meeting held on the 10th day of July, 2018. The original is on file in the City Clerk's Office.


ANGELA IVEY, CITY CLERK

CERTIFICATION DATE: July 20, 2018

Corey Andrews

From: Angela Ivey
Sent: Monday, October 21, 2019 8:57 AM
To: 'Benjamin Good'
Cc: Oanh Dang; EMAIL GRP-City Clerk's Ofc; Corey Andrews; Joseph Lim
Subject: RE: regarding upcoming Solana 101 public hearing

Importance: High

PriorityCX: Urgent

Benjamin,

Thank you for your comments.

This project was originally noticed for Oct. 23rd, but subsequently moved to the Nov 13th Council meeting, so it was not listed on this Wednesday's Council Agenda that was posted last week.

I will forward this comment to the Planning Dept. for their reference, since I process comments that come in after an agenda item has been posted.

Please always check the Agenda Posting webpage for Agenda Items, as our noticed stated, since public hearings can change from the time that notice is required to be mailed to the time the Staff Report can be finalized for an agenda date.

The Planning Dept mailed out new notices last week that were probably received by this last weekend, stating the Nov 13 Council meeting date.

Agenda Postings

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

Angela Ivey | City Clerk

City of Solana Beach (San Diego County)

635 S. Hwy 101 Solana Beach CA 92075

858-720-2425 (ph) + 858-720-2424 (fax)

aivey@cosb.org www.cityofsolanabeach.org [city clerk services](#)



From: Benjamin Good <ben.mcgee.good@gmail.com>
Sent: Sunday, October 20, 2019 9:50 PM
To: EMAIL GRP-City Clerk's Ofc <EMAILGRP-CityClerksOfc@cosb.org>
Cc: Oanh Dang <ojdang@gmail.com>
Subject: regarding upcoming Solana 101 public hearing

Dear City Council,

For the past 9 years I have lived at 347 South Sierra Ave. #190, Solana Beach. Last year, we were involved in view-related discussions related to the Solana101 project. My understanding was that that long and stressful process had been resolved at that time. The description of the changes sought in the new public hearing is alarming on multiple counts.

1) 'increase office square footage' and 'reduce food and beverage square footage'. As you can see from the solana101 website, this project was largely marketed to the community as a way to add new restaurants to the area. Even at the time of its approval, our friends were shocked to find out that restaurants were actually a small fraction of the planned development. Further reducing that commitment at this juncture would be disappointing.

2) 'relocate residential garage access ramp', 'modify building footprints'

These points could be impactful, but the description is vague. It would need a more specific description of the proposed changes to allow for proper comment.

3) 'increase the height of the building on the southeast corner of the site'

I would really like to avoid going through the process of another view assessment committee, as would the three other claimants on that dispute of 2018.

4) 'add gates to restrict pedestrian access'

Again this is vague. It would seem to reduce the value to the community to restrict access to the property. Another aspect of their marketing was the concept of 'placemaking' and accessible outdoor space through 'microparks'. It seems that this would now only be for those with a key.

In summary, the description of the changes is too ambiguous to be accepted as it stands. In the best case, the changes are truly just minor adjustments that might somehow improve the project for everyone. In the worst case, it seems that Zephyr is attempting a bait and switch - selling the project as one thing and then changing it in order to maximize their revenue when they think no one is looking.

I hope for the former. And I hope the City Council finds its way through to a rapid and successful completion of this project in a form that truly benefits the community.

Sincerely
Benjamin Good

Corey Andrews

From: Kara Kornher <kkornher@csusm.edu>
Sent: Tuesday, October 22, 2019 11:06 AM
To: Corey Andrews
Subject: RE: Changes to Zephyr Project, Hearing 10/23/19

Thanks, Corey. I find it unconscionable that they signed a written agreement, upon which we withdrew our View Assessments and that they are now making changes in conflict with that agreement. I want to be clear I am reinstating my View Assessment complaint if these changes go forward.

Thank You.

Kara Kornher

From: Corey Andrews [mailto:candrews@cosb.org]
Sent: Monday, October 21, 2019 8:59 AM
To: Kara Kornher <kkornher@csusm.edu>
Subject: Changes to Zephyr Project, Hearing 10/23/19

Hi Kara,

I just wanted to let you know that the Zephyr project has been rescheduled for the November 13, 2019 agenda. Your comment will be added to the record.

Thanks,

Corey Andrews

Principal Planner
City of Solana Beach

To Whom it May Concern:

I am writing to formally express my objection to the proposed changes to the Zephyr project that are in conflict with the agreement we reached through the View Assessment process. Without new story poles, I am unable to ascertain potential impact of the proposed changes on my (and many other resident's) view. I believe the proposed changes will result in multiple aspects of our agreement being altered, and I object to moving forward with changes without re-visiting the view impact through the City's formal process.

Kara Kornher
858-449-5295
325 S Sierra Ave Unit 39,
Solana Beach, CA 92075



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: November 13, 2019
ORIGINATING DEPT: Engineering Department
SUBJECT: **Council Consideration of Proposed, Above-Ground Cabinet Locations for Netly Fiber Optic Network Facilities in the Public Right of Way**

BACKGROUND:

Pursuant to Solana Beach Municipal Code (SBMC) Chapter 11.2, an Encroachment Permit is required for any private improvements including constructing, installing, and maintaining fiber optic cable and related facilities in, on, under, across and through the City's Public Right-of-Way (ROW). Entities authorized by the Public Utilities Commission of the State of California or the Federal Communication Commission, or both, under Certificate(s) of Public Convenience and Necessity (CPCN) are allowed to use the Public ROW but the City may regulate the time, location, and manner of placement of fiber optic network facilities in the Public ROW.

At the April 24, 2019 City Council meeting, Council approved a master agreement template that provides for the terms and conditions for use of the Public ROW for constructing, installing, and maintaining fiber optic network facilities. Subsequent to the approval, the City and Netly, LLC (Netly) have executed an Encroachment Maintenance and Removal Agreement (EMRA) to place a fiber optic network throughout the City within the Public ROW.

The proposed citywide fiber optic network requires installation of 16 above ground cabinets. Netly prepared a plan requesting the City's approval for locations of all 16 cabinets. After reviewing the plan, conducting site visits, and requesting several revisions to the original plans, Staff and Netly agreed on the final proposed locations.

COUNCIL ACTION:

This item is before the City Council to present the proposed, above-ground cabinet locations for the Netly fiber optic network facilities within the Public ROW (Attachment 1).

DISCUSSION:

Since the execution of the EMRA, Staff has been working with Netly to determine the locations for their distribution cabinets. There will be a total of 16 distribution service areas throughout the City with one cabinet in each of the areas. Each cabinet will have a transmission line that connects the cabinet to the fiber center located in the Citibank building at the Lomas Santa Fe Drive/Solana Hills Drive intersection just west of the freeway. There will also be distribution lines leading from the cabinet to each property in the service area, which will allow for connection to the fiber optic network if desired by the individual property owners.

When viewed from the roadway, the cabinets will measure 62 inches tall, 60 inches wide and 16.5 inches deep. After Netly submitted their proposed locations for the 16 distribution cabinets, Staff evaluated each location for the proposed cabinets for sight visibility, compatibility with adjacent properties and surrounding land-use, existing and future use of right of way, and aesthetic purposes. Netly, upon receipt of Staff's feedback, made appropriate adjustments. Attachment 1 includes photo simulations of the proposed locations of the 16 distribution cabinets. The cabinet locations shown in Attachment 1 reflect changes made to the cabinet locations based on the Staff's review and joint field visits. These locations are determined to be the least impactful and most suitable locations based on Staff's evaluation and Netly's needs.

As depicted in Attachments 1 and 2, there are a large array of cabinet wraps that could also be used to better camouflage the cabinets so that they blend in with their surroundings as much as possible. The Council may want to consider directing staff to work with the Standing Public Arts Committee, The Public Arts Commission (PAC) and, where appropriate, affected business organizations (The Chamber and Cedros Ave. Design District) on the wrapping designs for the cabinets.

CEQA COMPLIANCE STATEMENT:

Work associated with this private construction project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the State CEQA Guidelines.

FISCAL IMPACT:

There are no fiscal impacts in reviewing and commenting on the proposed Netly cabinet locations. There may be some positive fiscal benefits when the fiber optic facilities are located in the City.

WORK PLAN:

This item is not mentioned in the Fiscal Year 2019/20 Work Plan.

OPTIONS:

- Receive report.
- Provide direction.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council receive this report and provide direction as necessary for the proposed Netly cabinet locations and possible wrapping design options..

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

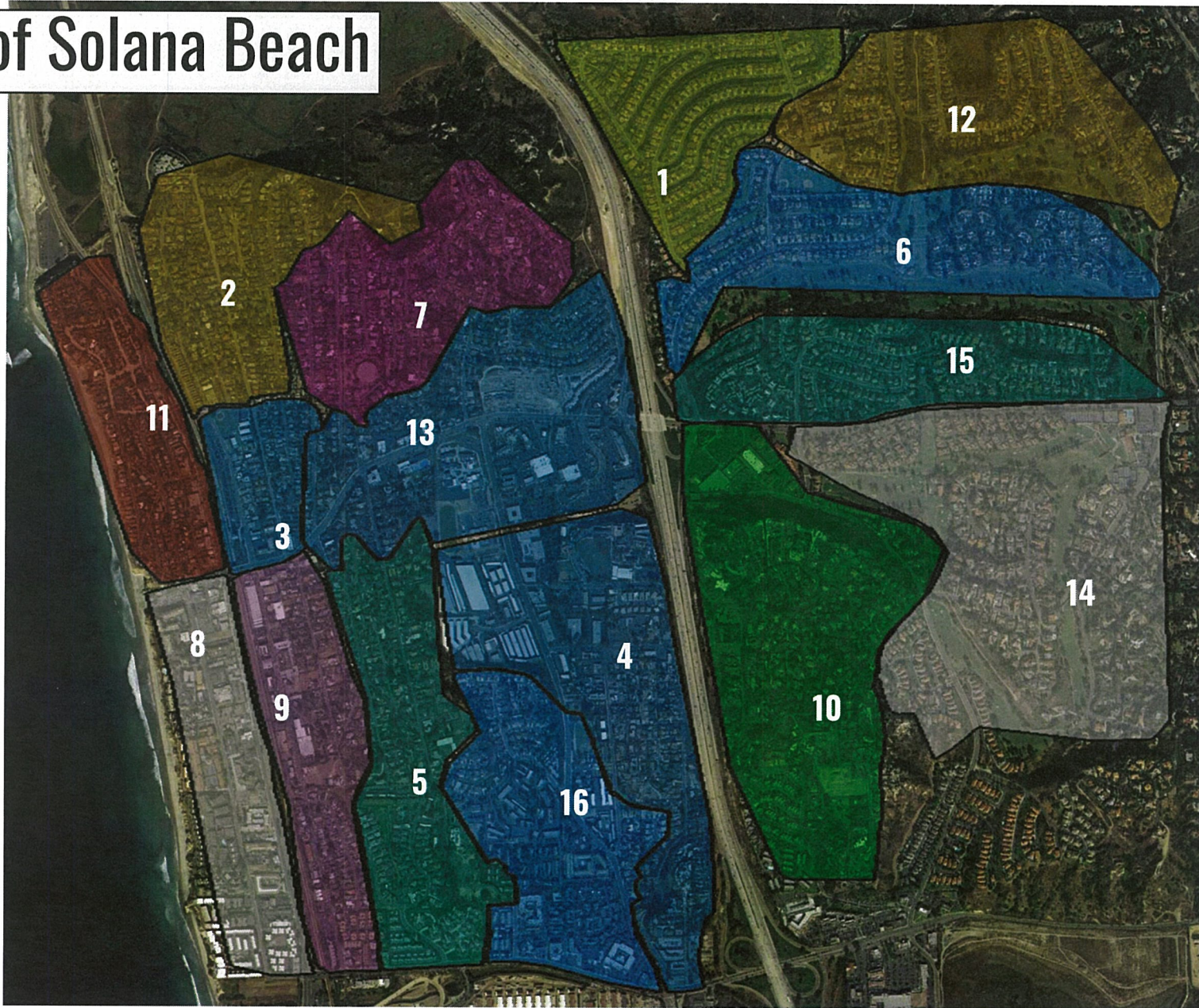
1. Photo simulations of proposed Netly cabinet locations
2. Photo simulations of possible wrapping for cabinets

MAKING SOLANA BEACH A GIGABIT CITY



**PHOTO SIMULATIONS
16 DISTRIBUTION CABINETS**

City of Solana Beach



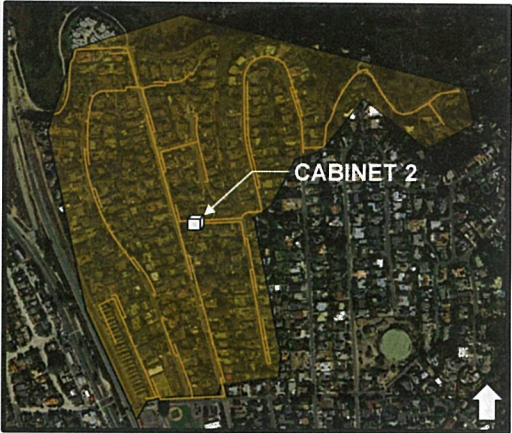
DISTRIBUTION CABINET 1



NEAREST INTERSECTION:
SANTA ROSITA & SANTA DOMINGA



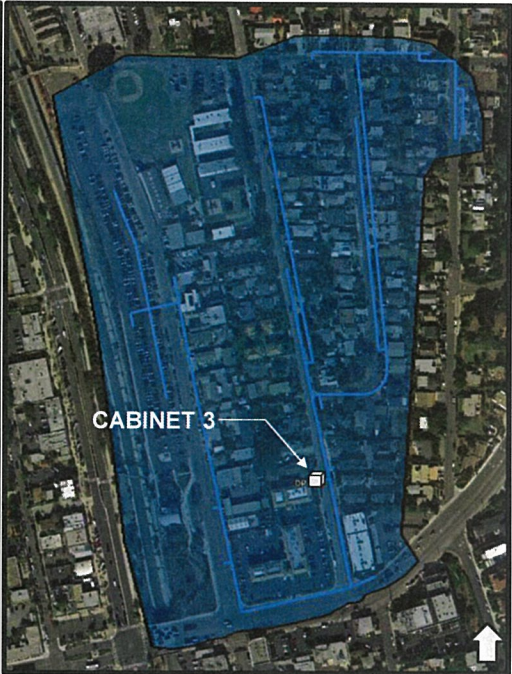
DISTRIBUTION CABINET 2



**NEAREST INTERSECTION:
PATTY HILL DR AND N RIOS AVE**



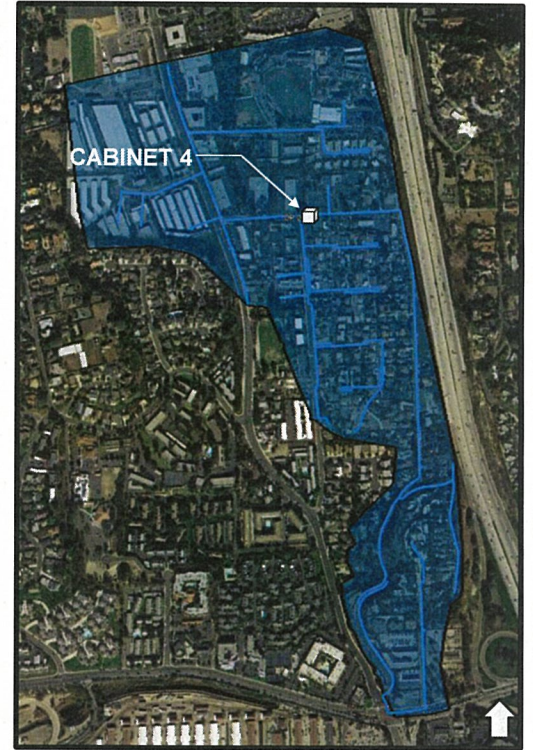
DISTRIBUTION CABINET 3



NEAREST INTERSECTION:
LOMAS SANTA FE DR AND N RIOS AVE



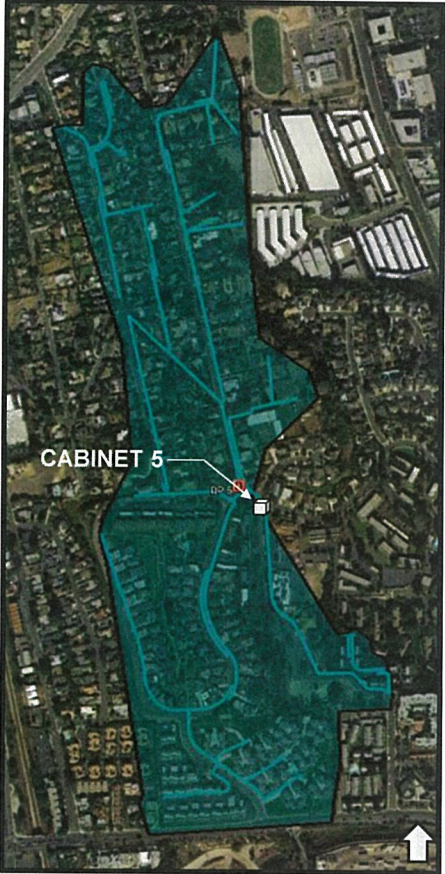
DISTRIBUTION CABINET 4 (AREA 23)



NEAREST INTERSECTION:
GENEVIEVE ST AND VALLEY AVE



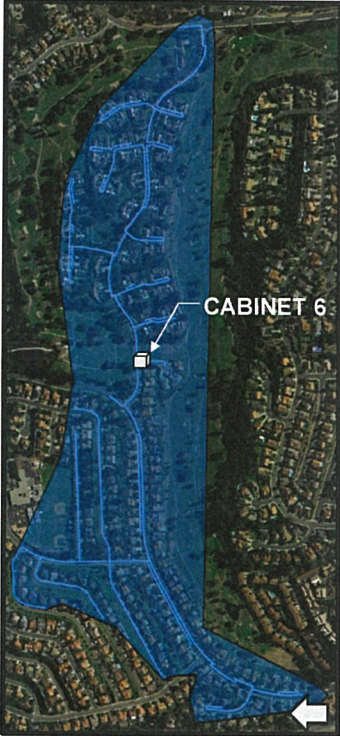
DISTRIBUTION CABINET 5



NEAREST INTERSECTION:
S NARDO AVE AND E SOLANA CIR



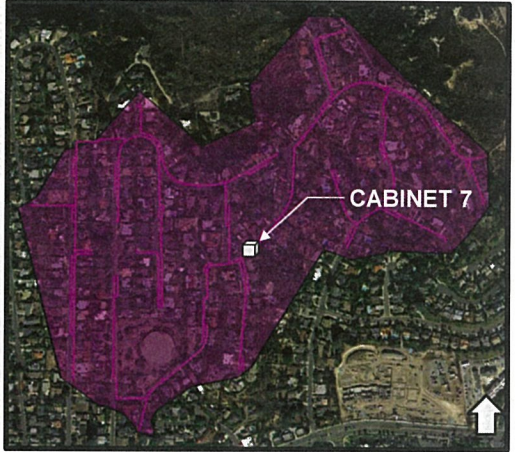
DISTRIBUTION CABINET 6



NEAREST INTERSECTION:
SUN VALLEY RD AND SANTA THERESA



DISTRIBUTION CABINET 7



**NEAREST INTERSECTION:
MARVIEW DR AND FORD AVE**



DISTRIBUTION CABINET 8



NEAREST INTERSECTION:
LOMAS SANTA FE DR AND S SIERRA AVE



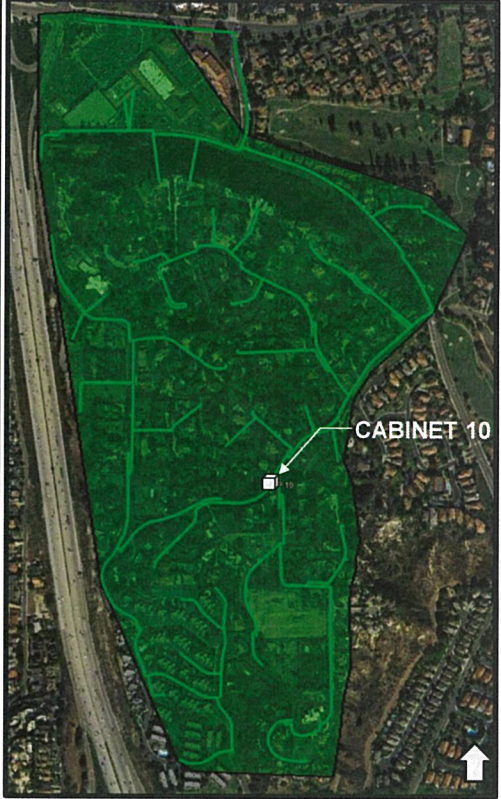
DISTRIBUTION CABINET 9



NEAREST INTERSECTION:
S CEDROS AVE AND ROSA ST



DISTRIBUTION CABINET 10



NEAREST INTERSECTION:
HIGHLAND DR AND AVOCADO PL



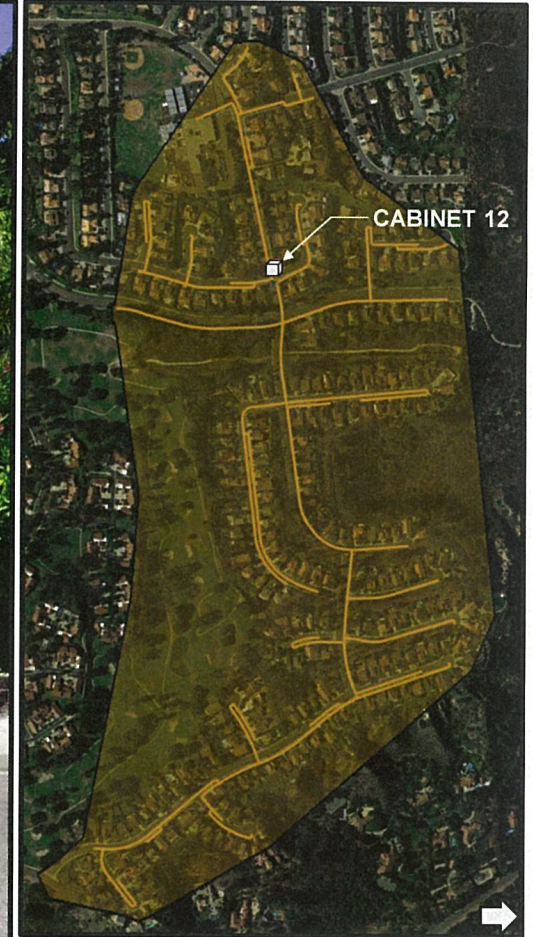
DISTRIBUTION CABINET 11 (AREA 24)



NEAREST INTERSECTION:
W CLIFF ST AND N ACACIA AVE



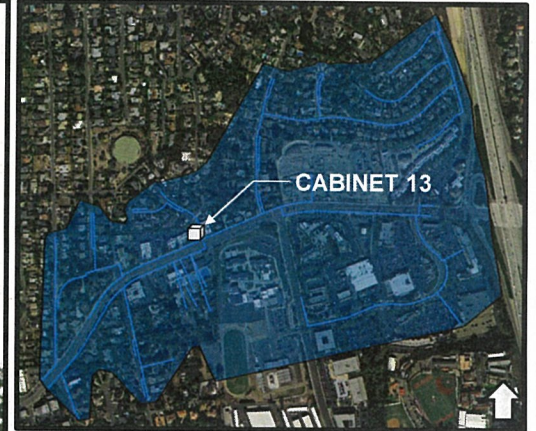
DISTRIBUTION CABINET 12



NEAREST INTERSECTION:
SANTA RUFINA CT AND SANTA VICTORIA

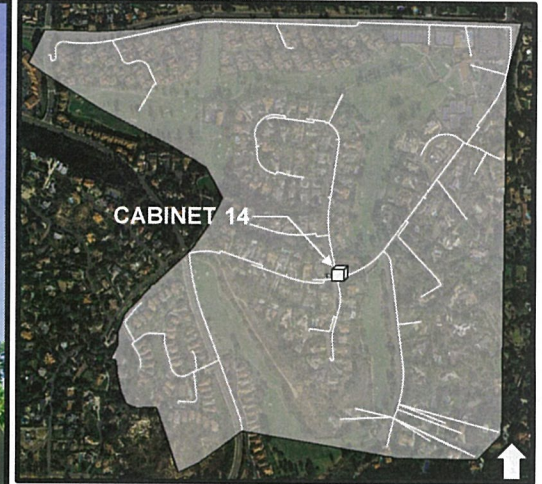


DISTRIBUTION CABINET 13



NEAREST INTERSECTION:
LOMAS SANTA FE DR AND HILLMEN DR

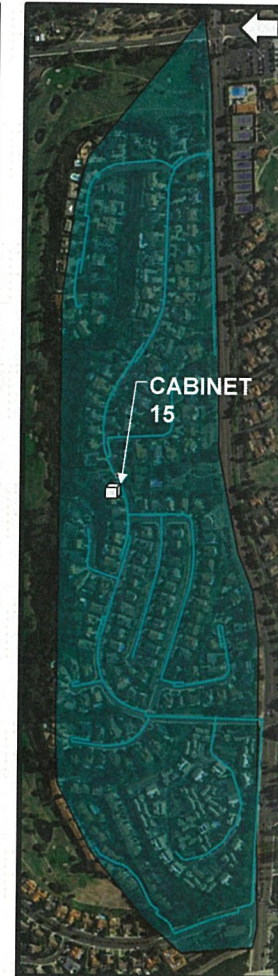
DISTRIBUTION CABINET 14 (AREA 18)



**NEAREST INTERSECTION:
HIGHLAND DR AND VIA LA SENDA**



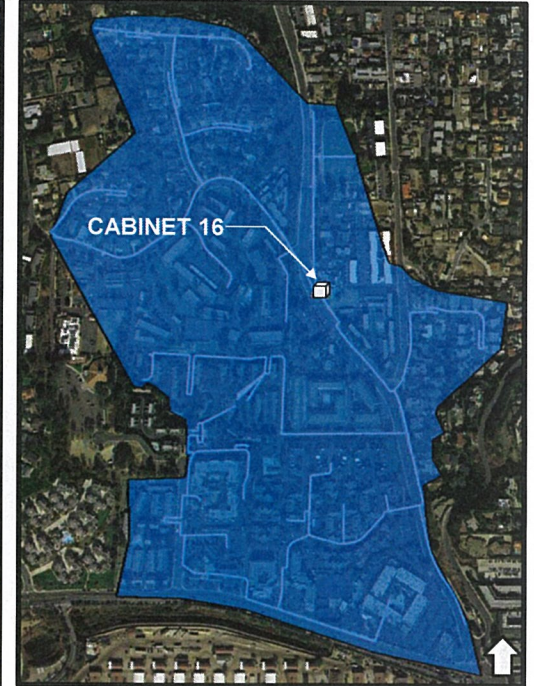
DISTRIBUTION CABINET 15



NEAREST INTERSECTION:
VIA MIL CUMBRES AND CERRO LARGO DR



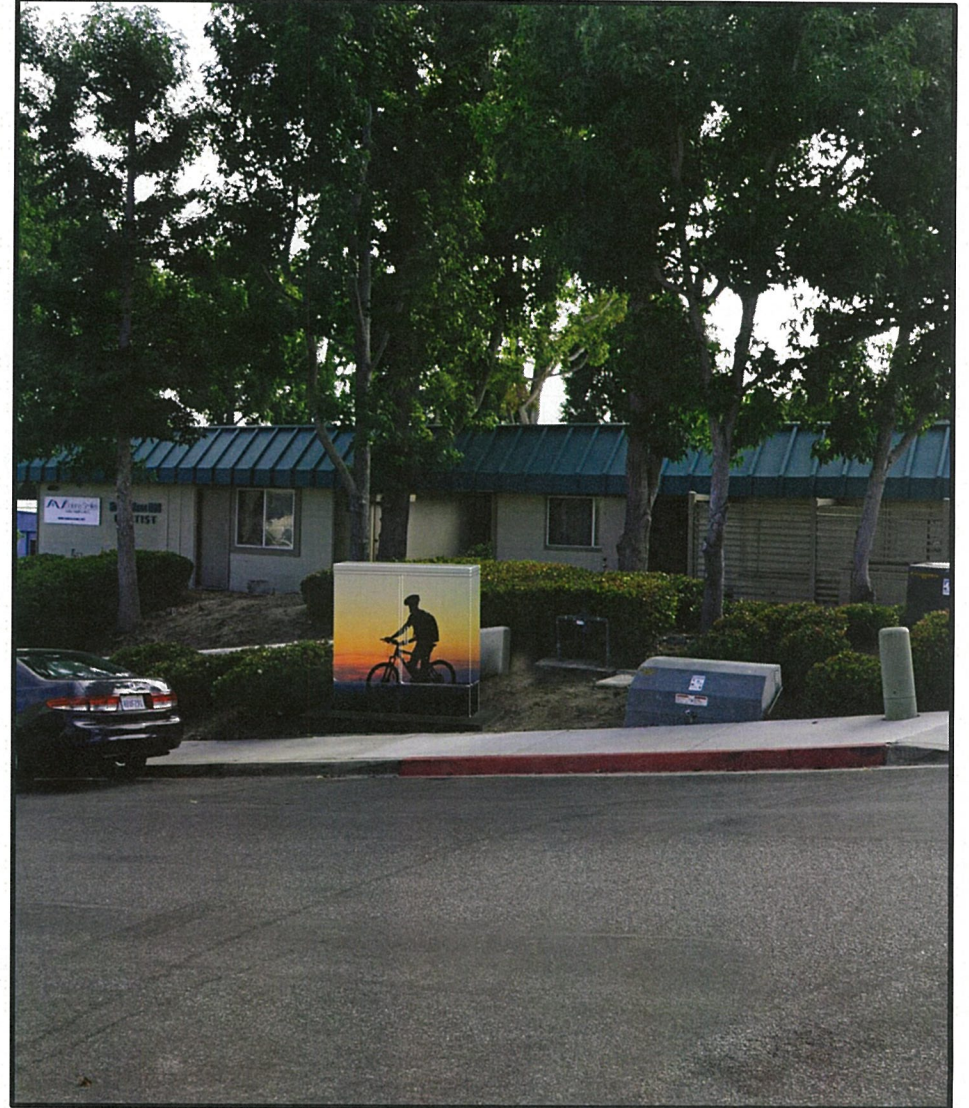
DISTRIBUTION CABINET 16



NEAREST INTERSECTION:
S NARDO AVE AND STEVENS AVE



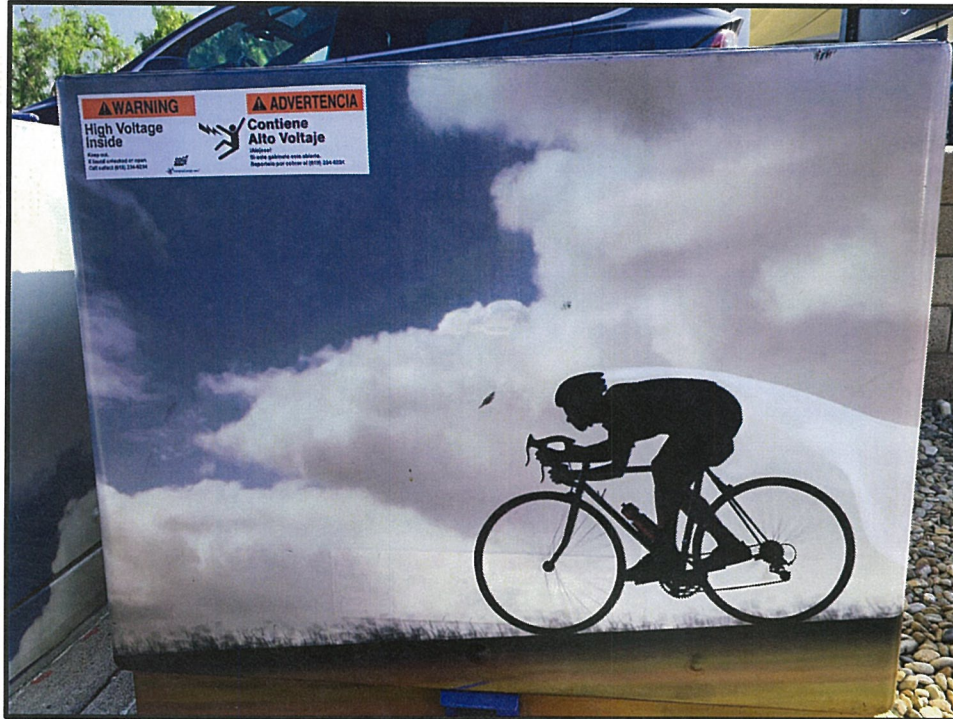
DISTRIBUTION CABINET COLORS AND WRAPS



DISTRIBUTION CABINET COLORS AND WRAPS



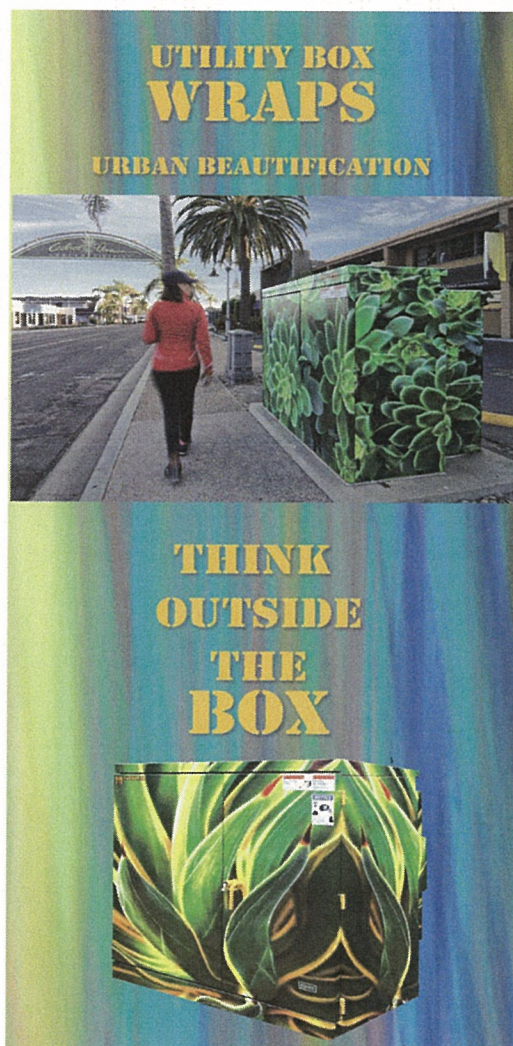
DISTRIBUTION CABINET COLORS AND WRAPS



DISTRIBUTION CABINET COLORS AND WRAPS



Utility Box Wraps



Proposal for



Objective

To decorate utility boxes with UV vinyl adhesive wrap to enhance the look and blend into the surrounding landscape.

Procedure

Selected Art design will be used for each box location to best match the dimensions.

All 4 sides will be covered with laminate design including tops. All hinges, keyholes, and handles will be left exposed to allow access to interior of cabinets.

Laminate will be heated down for complete uniform coverage and all seams will be sealed with a UV epoxy sealant to prevent edges from peeling.

Box 1

Location: Santa Rosita & Santa Dominga.

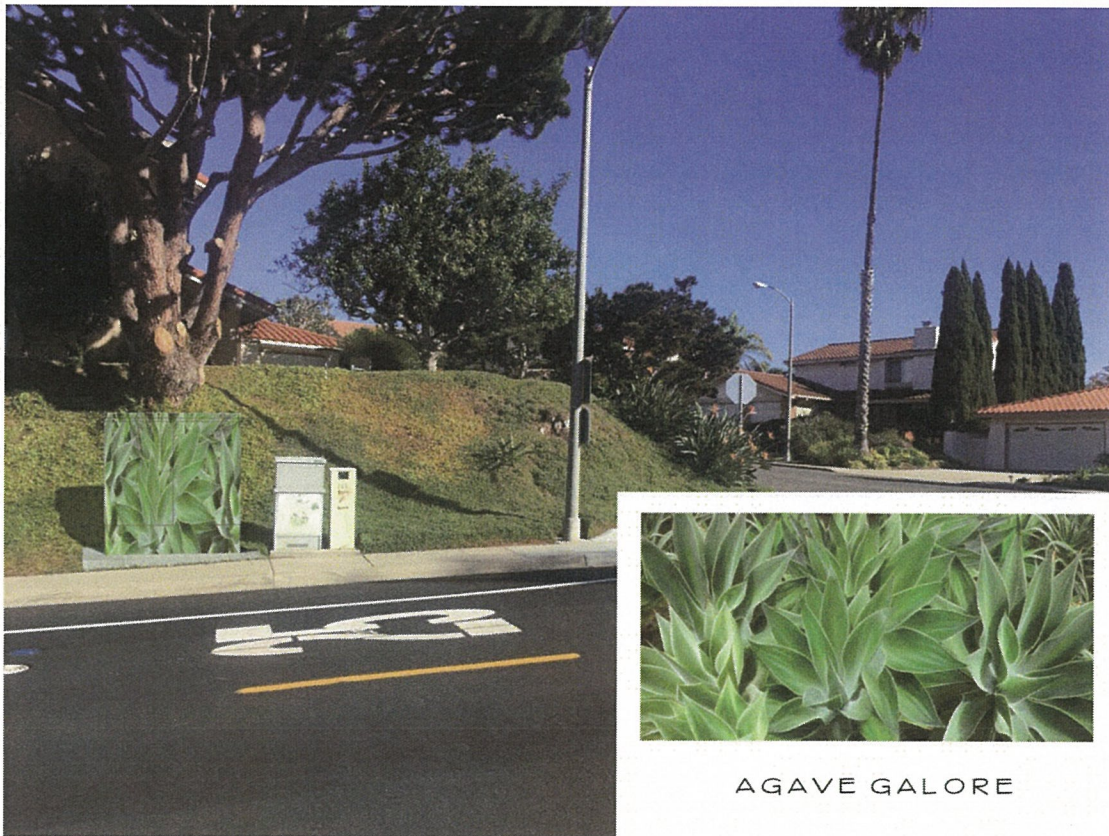
Coverage: 4 sides and top.

Design Artwork A: Birds of Paradise



BIRDS OF PARADISE

Design Artwork B: Agave Galore



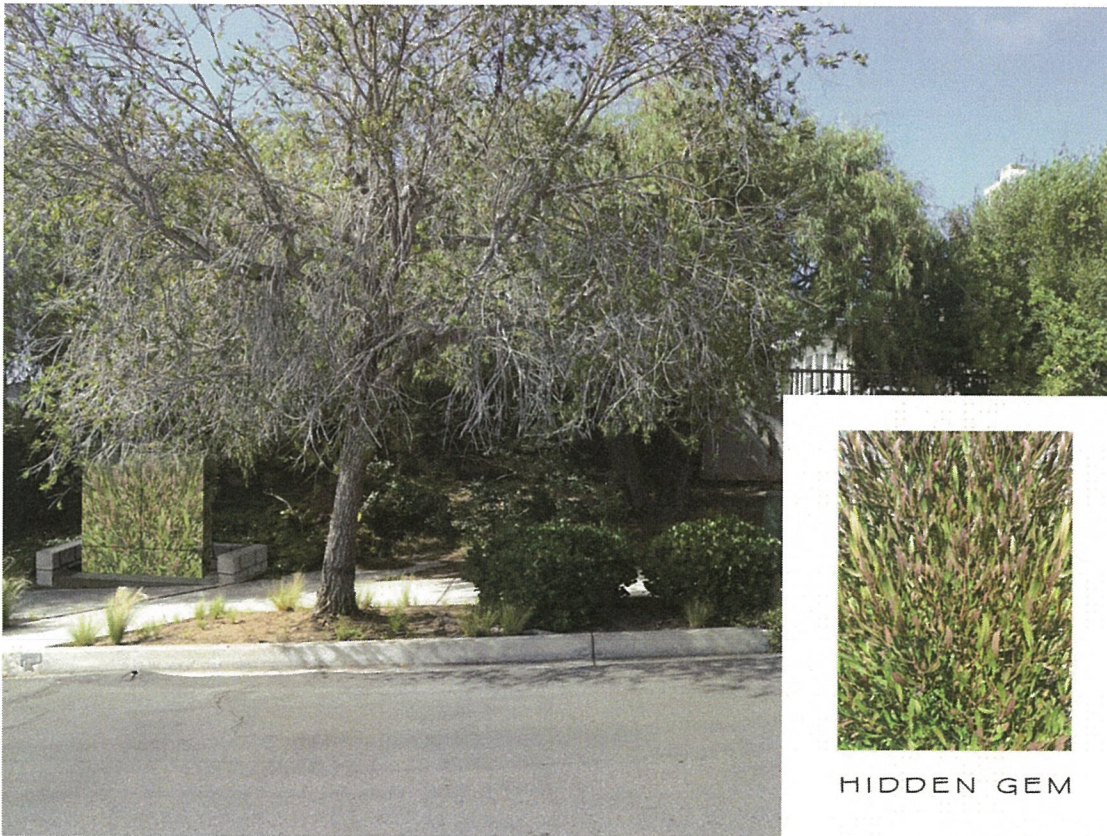
AGAVE GALORE

Box 2

Location: Patty Hill Drive & N. Rios Ave.

Coverage: 4 sides and top.

Design Artwork A: Hidden Gem



Design Artwork B: Greenleaf Hedge Narrow Leaf



GREEN HEDGE
NARROW LEAF

Box 3

Location: Loma Santa Fe & N. Rios Ave.

Coverage: 4 sides and top.

Design Artwork A: Succulent Mix



Design Artwork B: Cool Breeze

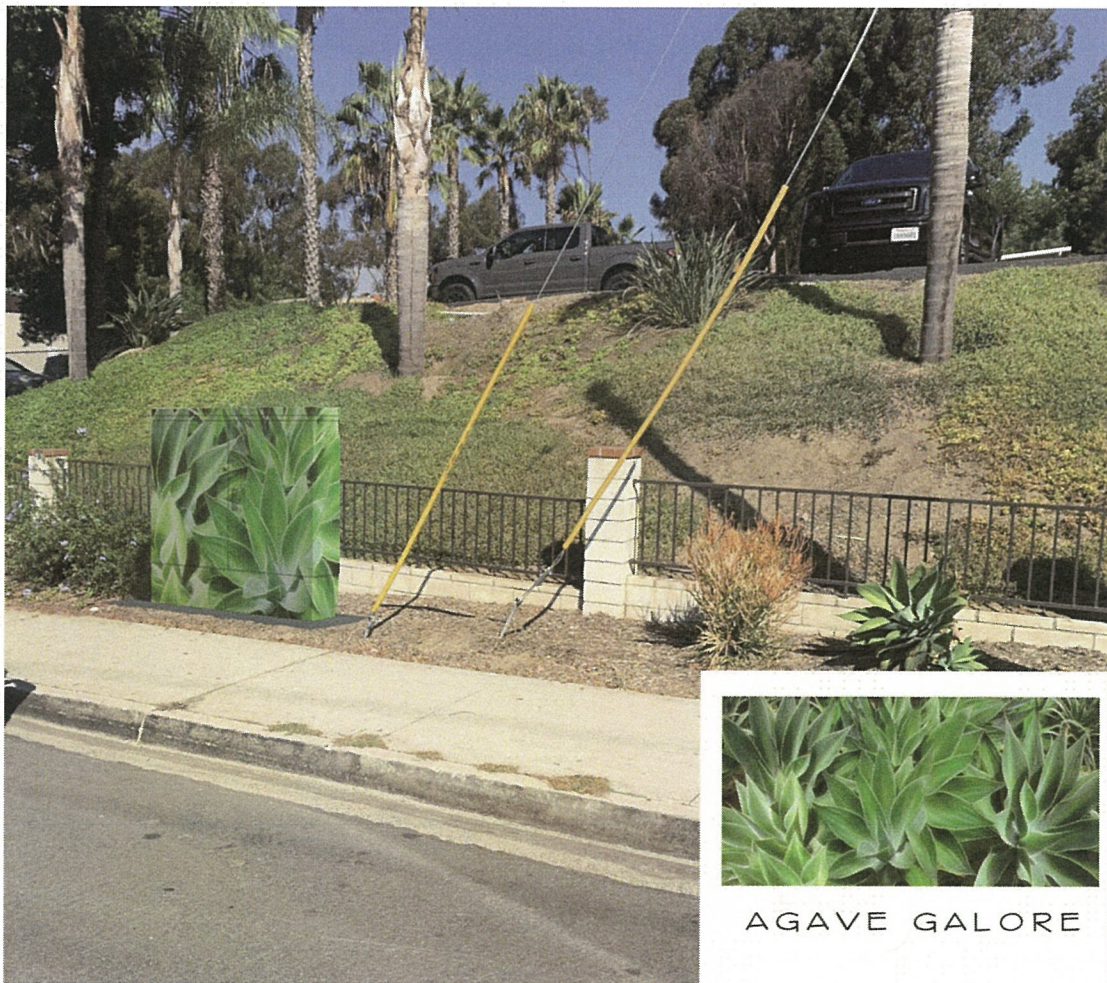


Box 4

Location: Genevieve & Valley Ave.

Coverage: 4 sides and top.

Design Artwork A: Agave Galore



Design Artwork B: Sticks on Fire



Box 5

Location: S. Nardo & E. Solana Circle

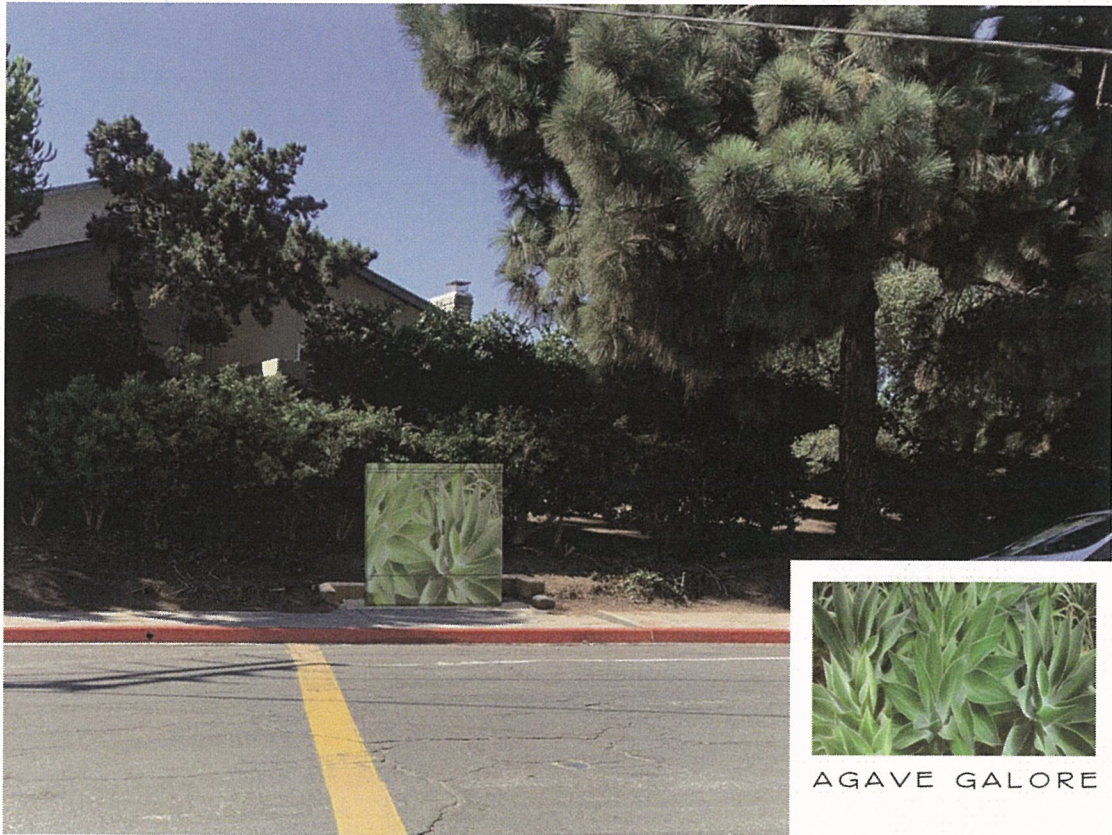
Coverage: 4 sides and top.

Design Artwork A: White Purple Gazania



FABULOUS GAZANIA

Design Artwork B: Agave Galore

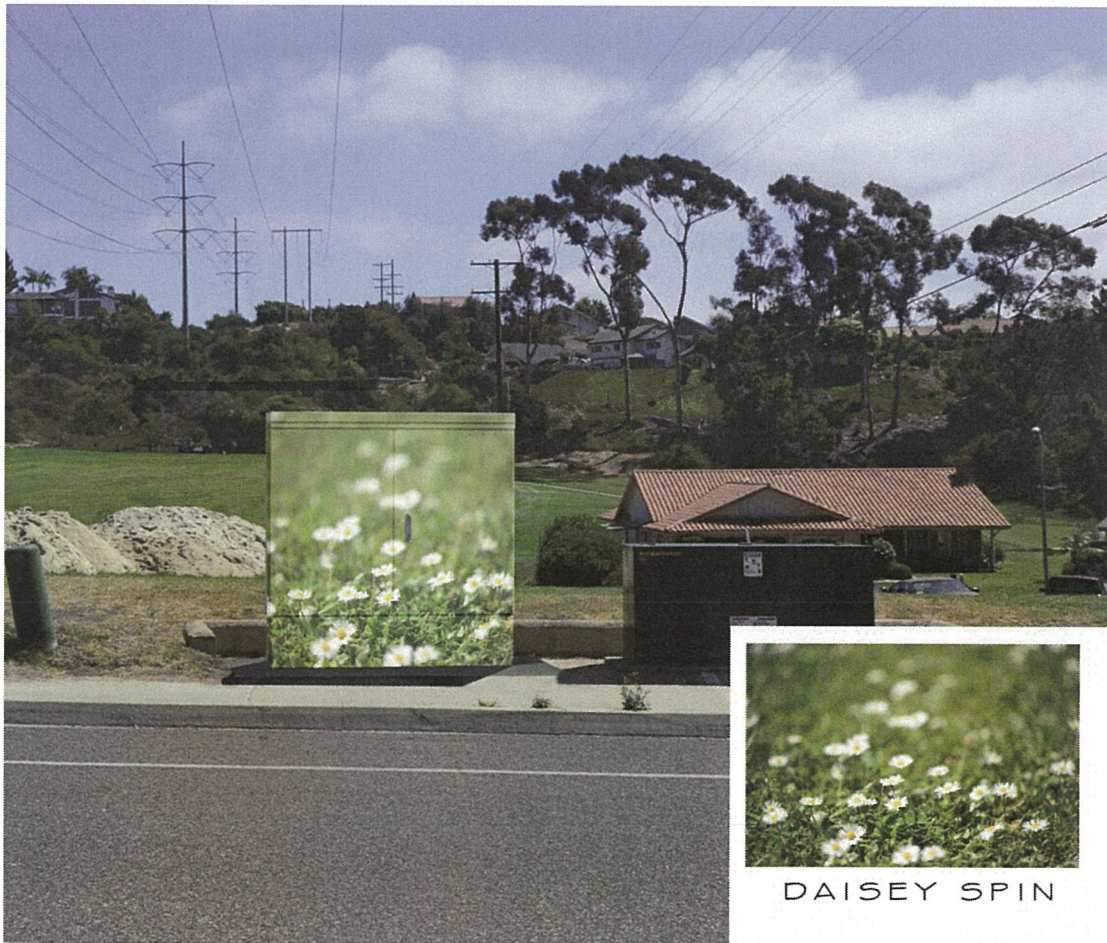


Box 6

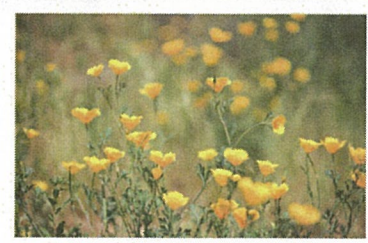
Location: Sun Valley Road & Santa Theresa

Coverage: 4 sides and top.

Design Artwork A: Daisey Spin



Design Artwork B: Poppies on the Green



POPPIES ON THE GREEN

Box 7

Location: Marview Dr. & Ford Ave

Coverage: 4 sides and top.

Design Artwork A: Agave White



Design Artwork B: Flax Abstract

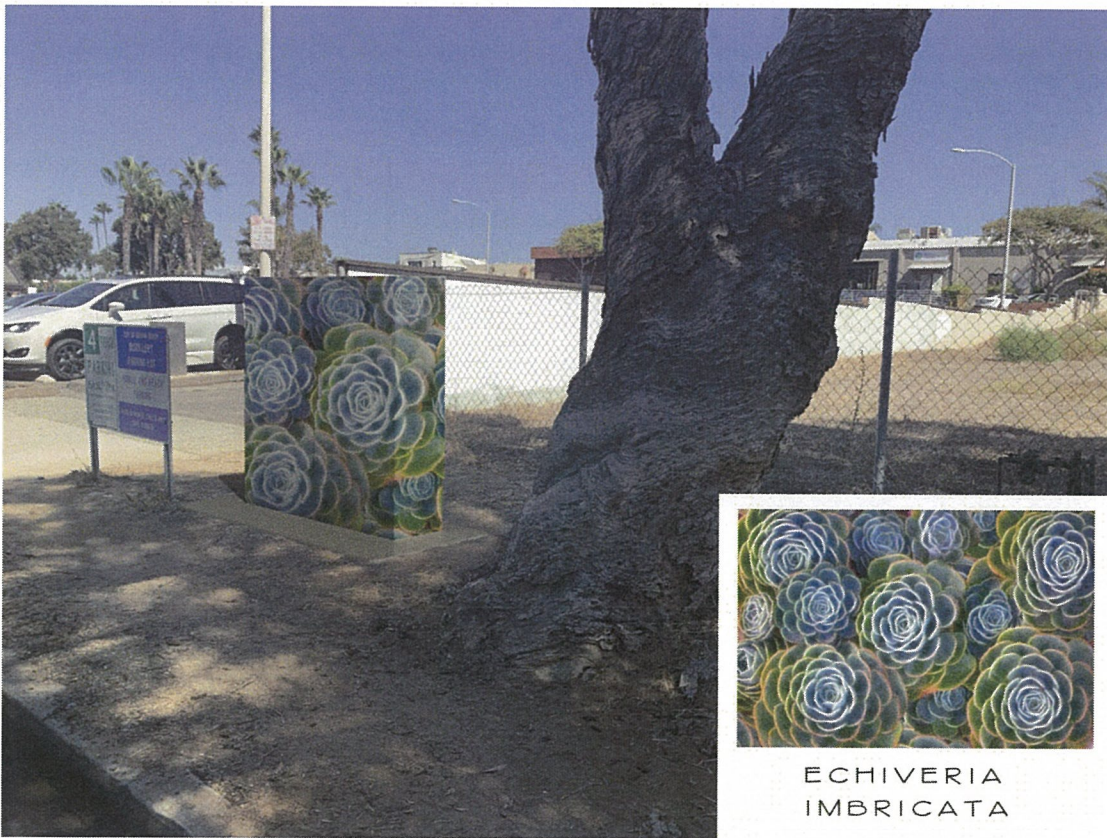


Box 8

Location: Loma Santa Fe Drive & S. Sierra Ave

Coverage: 4 sides and top.

Design Artwork A: Echiveria Imbricata



ECHIVERIA
IMBRICATA

Design Artwork B: Aeonium Spiral

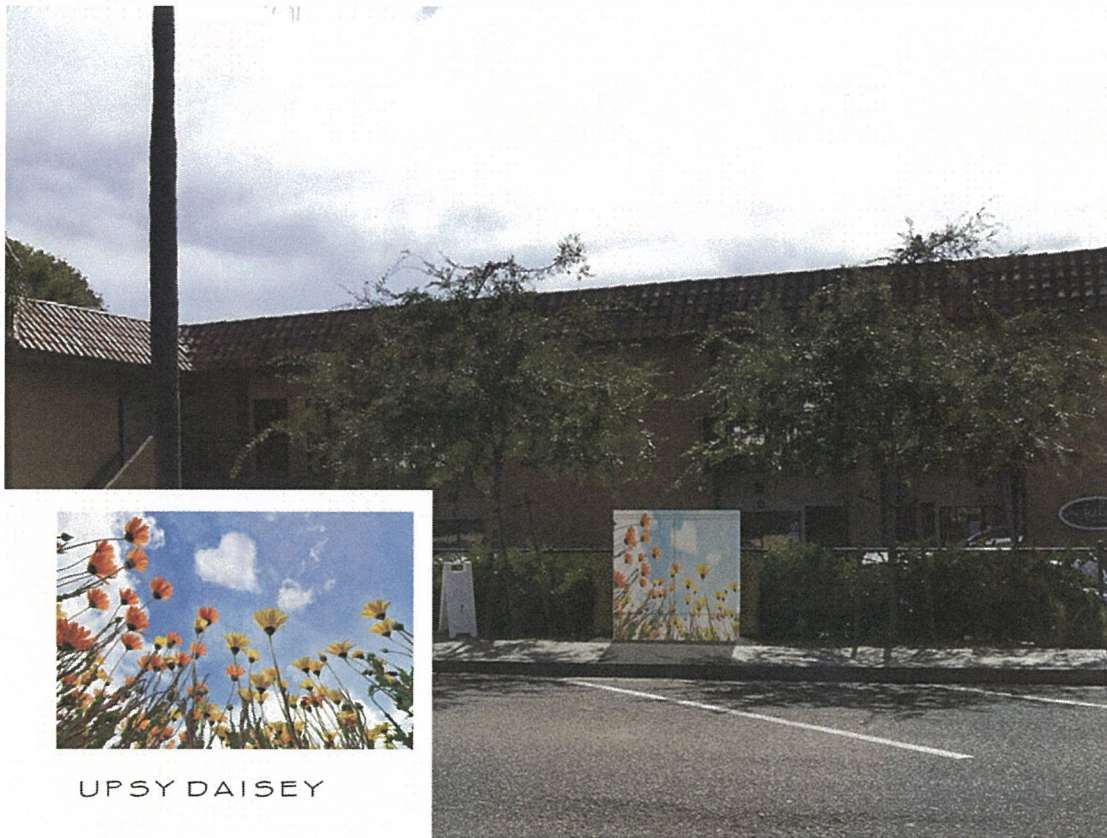


Box 9

Location: S. Cedros Ave & Rosa St.

Coverage: 4 sides and top.

Design Artwork A: Upsey Daisey



UPSY DAISEY

Design Artwork B: Red Tip Succulent



Box 10

Location: Highland Drive & Avocado Place

Coverage: 4 sides and top.

Design Artwork A: Purple Plumbago



Design Artwork B: Yellow Gazania



YELLOW GAZANIA

Box 11

Location: W. Cliff St. & N Acacia Ave.

Coverage: 4 sides and top.

Design Artwork A: White Agave



Design Artwork B: Green Blades



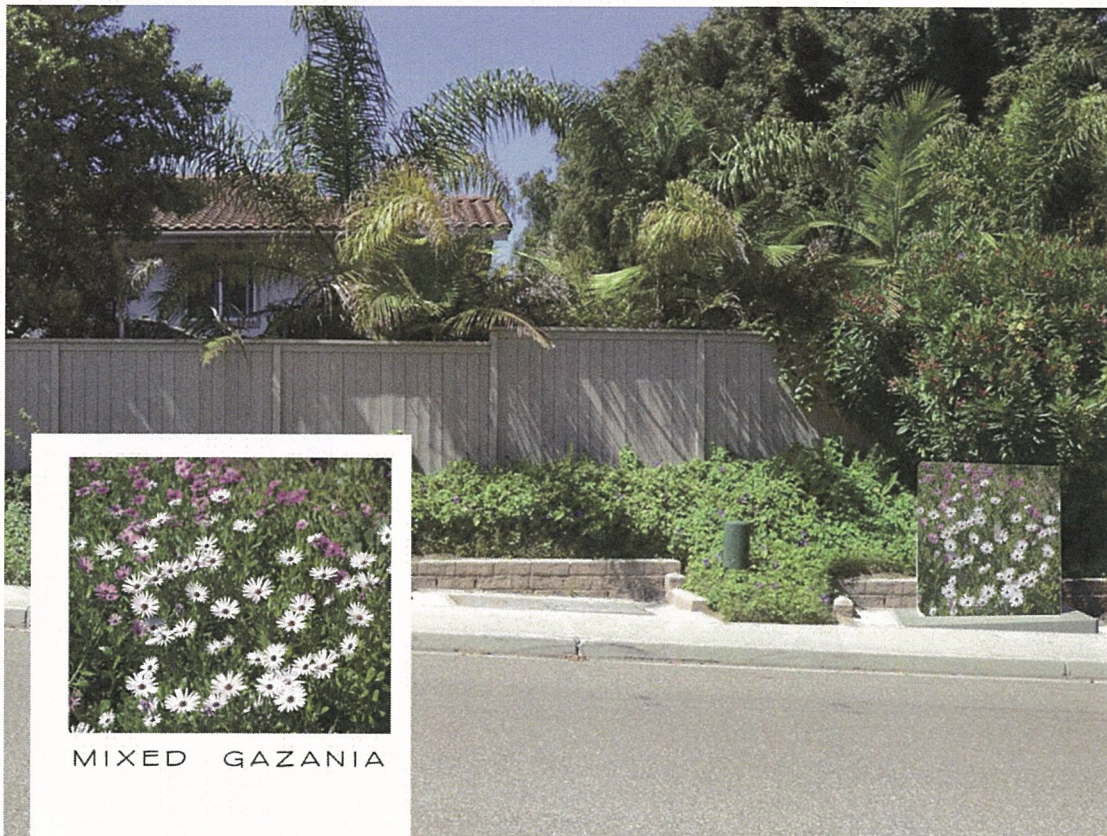
GREEN BLADES

Box 12

Location: Santa Ruffina & Santa Victoria

Coverage: 4 sides and top.

Design Artwork A: Mixed Gazania



Design Artwork B: Agave Galore



Box 13

Location: Loma Santa Fe & Hilmen Dr.

Coverage: 4 sides and top.

Design Artwork A: Tea Tree Delight



TEA TREE
DELIGHT

Design Artwork B: Gazania Sky



GAZANIA SKY

Box 14

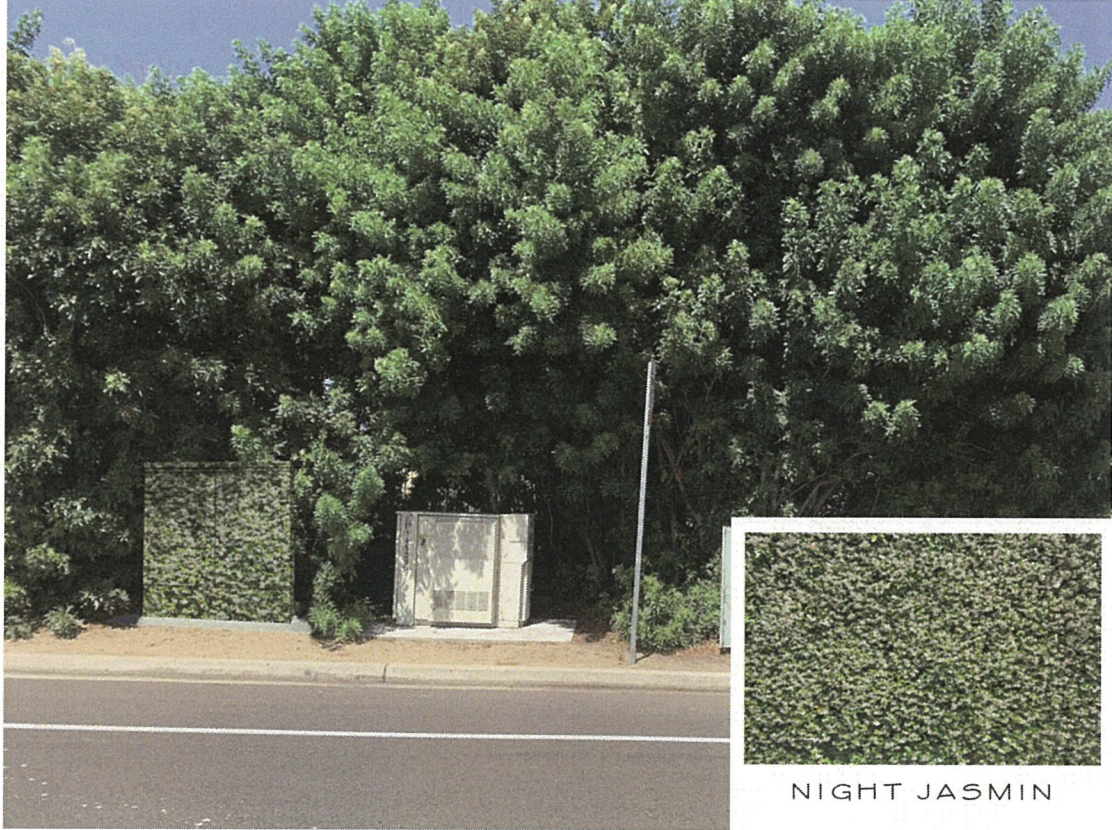
Location: Highland Dr. & Via La Senda

Coverage: 4 sides and top.

Design Artwork A: Green Hedge Narrow Leaf



Design Artwork B: Night Jasmin



NIGHT JASMIN

Box 15

Location: Via Mil Cumbres & Cerro Largo Dr.

Coverage: 4 sides and top.

Design Artwork A: Indian Hawthorn



Design Artwork B: Gazania Gold

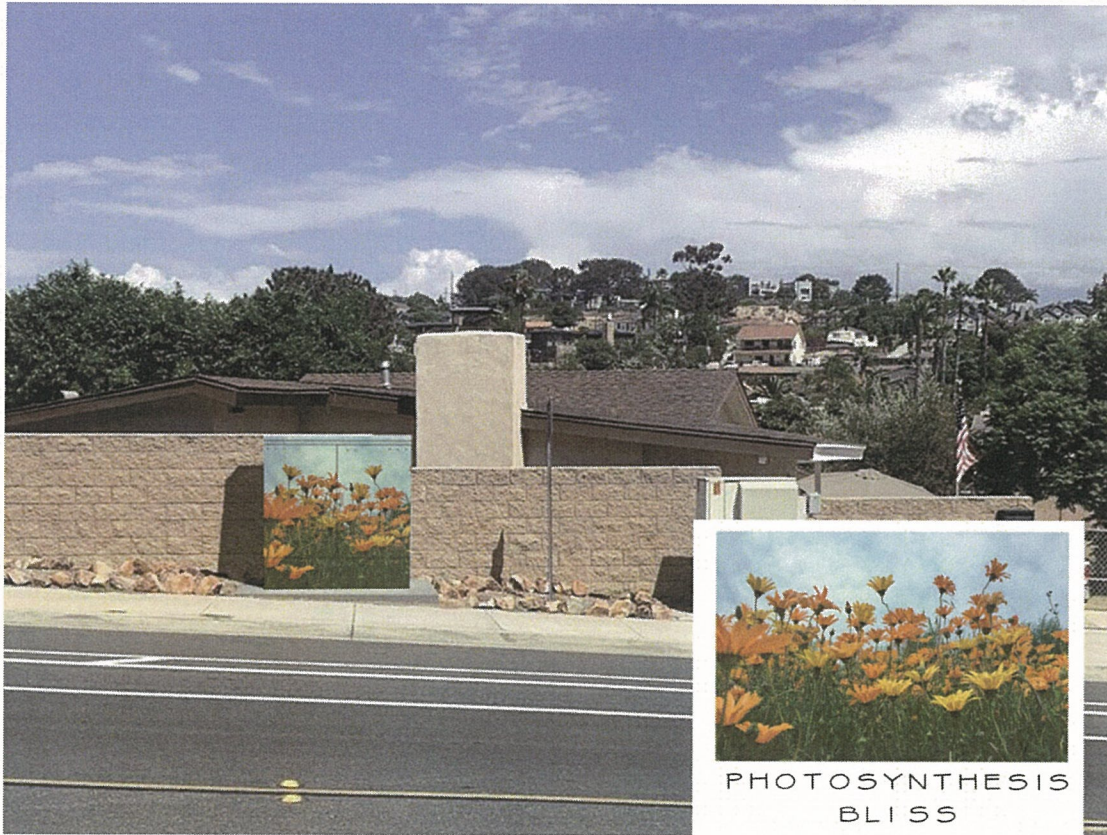


Box 16

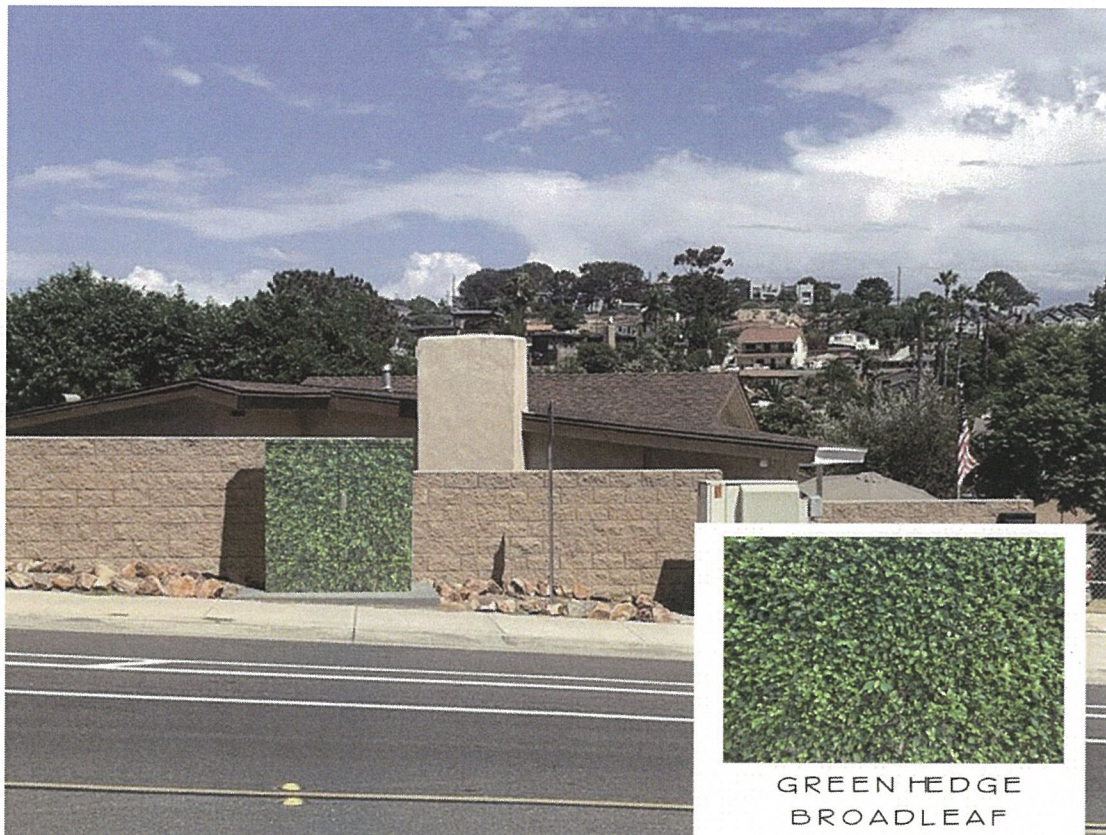
Location: S Nardo Ave. & Stevens Ave.

Coverage: 4 sides and top.

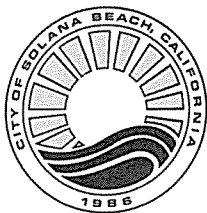
Design Artwork A: Photosynthesis Bliss



Design Artwork B: Green Hedge Broadleaf



GREEN HEDGE
BROADLEAF



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: November 13, 2019
ORIGINATING DEPT: Community Development
SUBJECT: Adopt (2nd Reading) Ordinance 506 – Building and Fire Code Updates

BACKGROUND:

On October 23, 2019, the City Council introduced Ordinance 506 (Attachment 1), and is now before Council for the second reading and adoption to amend Title 15 of the Solana Beach Municipal Code incorporating the State mandated Building and Fire Code changes.

DISCUSSION:

The model building codes are typically updated every three years. The codes are amended and adopted by the State of California Building Standards Commission. State law requires that local jurisdictions enforce the state adopted codes as the minimum standard for construction.

The proposed Ordinance 506 would update the provisions of Title 15 of the Solana Beach Municipal Code (SBMC) to be consistent with the current State mandated fire and building code editions. Several building and fire code sections would be repealed and replaced with new sections. The adoption of this local amendment, and more stringent standards, is supported in the findings. The City may only locally amend these State codes when a finding can be made that certain local physical conditions exist to support the necessity for a local amendment.

CEQA COMPLIANCE STATEMENT:

This project is exempt from the provisions of the California Environmental Quality Act pursuant to Section 15061(b)(3) because it entails the adoption of State mandated building and fire codes with or without minor amendments, intended to improve the public health, safety and welfare, and will not have a significant effect on the environment.

CITY COUNCIL ACTION:

FISCAL IMPACT:

There would be no impact to the General Fund from Ordinance 506, as proposed. No changes to existing City fees are proposed at this time.

WORK PLAN:

N/A

OPTIONS:


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

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance 506 (2nd Reading) amending Title 15 of the Solana Beach Municipal Code.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Ordinance 506

ORDINANCE NO. 506

ORDINANCE OF THE CITY OF SOLANA BEACH, CALIFORNIA, RESCINDING TITLE 15, CHAPTERS 15.04, 15.08, 15.10, 15.12, 15.16, 15.20, 15.22, 15.23, 15.24; 15.28, 15.32, 15.33, 15.34 AND 15.35 OF THE SOLANA BEACH MUNICIPAL CODE AND ADOPTING NEW CHAPTERS 15.04, 15.08, 15.10, 15.12, 15.16, 15.20, 15.22, 15.23, 15.24, 15.32, 15.33, 15.34 AND 15.35 REGARDING THE 2019 CALIFORNIA BUILDING STANDARDS, WHICH INCLUDES, THE 2019 CALIFORNIA ADMINISTRATIVE CODE; THE 2019 CALIFORNIA BUILDING CODE; THE 2019 CALIFORNIA RESIDENTIAL CODE; THE 2019 CALIFORNIA ELECTRICAL CODE; THE 2019 CALIFORNIA PLUMBING CODE; THE 2019 CALIFORNIA MECHANICAL CODE; THE 2019 CALIFORNIA ENERGY CODE; THE 2019 CALIFORNIA GREEN BUILDING CODE; THE 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE; THE 2019 CALIFORNIA FIRE CODE AND 2018 INTERNATIONAL FIRE CODE; THE 2019 CALIFORNIA HISTORICAL BUILDING CODE, THE 2019 CALIFORNIA EXISTING BUILDING CODE, AND THE 2019 CALIFORNIA REFERENCED STANDARDS CODE.

WHEREAS, on October 23, 2019 the City Council of the City of Solana Beach held a public hearing on this proposed ordinance; and

WHEREAS, the City of Solana Beach last revised its construction codes in 2016; and

WHEREAS, California Health and Safety Code section 17958 requires that cities adopt building regulations that are substantially the same as those adopted by the California Building Standards Commission and contained in the California Building Standards; and

WHEREAS, the City Council finds that the modifications and changes to the Uniform Codes are reasonably necessary because of the following climatic, geologic, and topographical conditions:

1. The City is situated in hilly, inland terrain. Approximately 50% of the area, for fire purposes, is wildland", covered by native vegetation on steep inaccessible hillsides. The native ground cover is highly combustible grasses, dense brush and chaparral. Natural firebreaks in these areas are insignificant.
2. The climate is warm and dry. The winds prevail from the west with seasonal strong dry east winds that vary in duration and intensity. These winds can significantly enlarge wildland fire as well as cause abrupt and unpredictable changes in fire direction. Temperatures ranging between 75 and 100 degrees F are common throughout the year.

3. The potential for fire damage is great in the wildland area, as such, a fire can spread rapidly, and difficult terrain and explosive vegetation can slow response time.
4. Rural roads include many narrow winding roadways, often with grades in excess of that necessary for optimal response time for large fire apparatus. An additional factor affecting response time is the distance between the two fire stations and the fire location.
5. The water supply is limited making it necessary for fire apparatus to travel time consuming distances to refill once their initial water supply has been utilized.

WHEREAS, As required by Health and Safety Code section 17958 the City of Solana Beach does herewith make express findings that amendments to the California Building Standards Code are necessary for the protection of the public health, safety and welfare due certain climatic, topographic or geological features existing in the City of Solana Beach. The City Council hereby makes the following findings concerning the special circumstances and the climatic, topographic and geological conditions that: (a) exist in the City of Solana Beach: (b) increase the exposure of the public to the dangers of fire; (c) could severely restrict the response of emergency services to fire dangers; and (d) can be mitigated by amendments to the international fire and construction codes:

1. The City of Solana Beach is bisected by a major transportation corridor (Interstate 5) which traverses in a north/south direction. Interstate 5 is used to transport hazardous materials and is designated by the State of California as an approved route for transporting highly toxic and radioactive materials.

The City of Solana Beach is bisected by a railroad line running north/south. Hazardous materials are transported on the railroad.

Underground pipes run parallel to the railroad line and carry natural gas under high pressure. Underground pipes run in a north/south direction in the eastern portion of the City and carry liquid petroleum under high pressure.

The transport, through the City, of hazardous, toxic and radioactive materials, as well as natural gas and liquid petroleum, on a regular basis, increases the threat of fire ignition and spread. This adds to the fire danger posed by the City's climatic, topographic and geological conditions.

2. The City of Solana Beach topography is characterized by many large hillsides. The City's climate promotes the heavy growth of natural vegetation that covers the hillsides and is highly flammable, especially in the dry season. There are numerous areas of wildland-urban interface where structures, especially residences, are in close proximity to the natural vegetation.

The City's climate is characterized by Santa Ana conditions involving dry gusty winds. In summer and fall, the typical weather is hot and dry. In combination, these climatic conditions create an extreme fire danger to the community.

Seasonal winds also have the potential for impeding emergency vehicle access by toppling trees (especially eucalyptus and pine which is a species that is prevalent in the City and susceptible to being felled by winds). As a result of the above conditions, the risk of fire ignition is greater. Also, once a fire is ignited, it is more likely that embers will be blown into the air, increasing the spread of the fire into the community. Therefore, land use projects need to be developed to provide a greater ability to avoid fire ignition, suppress fires, and facilitate access of emergency vehicles.

3. The City of Solana Beach is situated on the west slope of the coastal foothills that contain drainages, which contribute to flooding within the community.

Because flooding conditions can impede fire service vehicles reaching the site of a fire, land use projects need to be developed to provide a greater ability to avoid fire ignition, suppress fires, and facilitate access of emergency vehicles.

4. The City of Solana Beach is situated near the Rose Canyon Fault, the Elsinore Fault, and the Agua Caliente Fault. A cluster of faults known as the "South Coast Offshore Zone of Deformation" is located off the City's coast. These geologic conditions are capable of generating earthquakes of significant magnitude at any time.

An earthquake may: (1) cause fires; (2) impede emergency vehicles responding to fires; and (3) interrupt the City's water supply which is needed to fight fires.

Because the community is subject to damage from earthquakes, land use projects need to be developed to provide a greater ability to avoid fire ignition, suppress fires, and facilitate access of emergency vehicles.

5. The City of Solana Beach and Southern California are semi-arid regions and experience water shortages from time to time. Those shortages can have a severely adverse effect on water availability for firefighting. Fires starting in sprinkled buildings are typically controlled by one to three sprinkler heads, flowing as little as 13 gallons per minute.

Hose streams used by engine companies on well-established structure fires operate at approximately 250 gallons per minute each, and the estimated water needed for a typical residential fire is 1,250 to 1,500 gallons per minute, according to the Insurance Service Office and the International Fire Code.

The water estimate for a commercial building is typically greater than that of a residential structure.

Under circumstances such as; lack of water, infrastructure, earthquakes, multiple fires and wildland fires within a community, the limited water demand needs of residential fire sprinklers would control and extinguish many fires before they spread from building to wildland or building to building. In such a disaster, water demands needed for conflagration firefighting probably would not be available.

6. Due to the sloping topography and coastal foothills in the City of Solana Beach, the potential exists that new and future development will result in taller buildings on smaller parcels. Defining mid-rise buildings from 75 feet in height to 4 story modifies the application of special provisions for these buildings to all occupancies. Because of the need to mitigate the potential danger of mid-rise this change is necessary.
7. In addition, the limitations of available firefighting equipment, limited availability of human resources in local fire departments, and the necessity to climb vertically up flights of stairs, greatly impacting the response time to reach an incident scene, it is necessary to define the height of mid-rise buildings. The reduced height and built in protection will mitigate extended fire department response time and keep incidents manageable. Based upon the circumstances previously described, the protection of persons and property requires the City to adopt standards that are more stringent than those set forth in: (1) the State Building Standards Code Sections 202, 308, 321, 503, 507, 902, 903, 905, 5608, 5704, 5706, 6104, B, I and Section 3 of the International Fire Code.

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS:

SECTION 1: The City Council of the City of Solana Beach finds that this project is exempt from the provisions of the California Environmental Quality Act pursuant to Section 15061 (b) 3 in that the adoption of the State mandated building codes as proposed could not cause an adverse impact on the environment.

SECTION 2: The City Council of the City of Solana Beach hereby:

A. Rescinds Chapters 15.04, 15.08, 15.10, 15.12, 15.16, 15.20, 15.22, 15.23, 15.24, 15.28, 15.32, 15.33, 15.34, and 15.35 of the Solana Beach Municipal Code (Ordinance 471); and

B. Adopts new Chapters 15.04, 15.08, 15.10, 15.12, 15.16, 15.20, 15.22, 15.23, 15.24, 15.28, 15.32, 15.33, 15.34 and 15.35 of the Solana Beach Municipal Code to read as follows:

Chapter 15.04

CALIFORNIA ADMINISTRATIVE CODE

Chapter 15.04 CALIFORNIA ADMINISTRATIVE CODE
Adoption of the California Administrative Code, Part 1, Title 24 of the 2019
California Code of Regulations.

The California Administrative Code, 2019 edition, Chapter 15.04 is adopted by reference without change to Buildings and Construction Title 15.

Chapter 15.08

BUILDING CODE

Sections:

- 15.08.010 Adoption**
- 15.08.020 Section 105.1.3 amended.**
- 15.08.030 Section 105.8 amended.**
- 15.08.040 Section 109.5.1 amended.**
- 15.08.050 Section 109.7 amended.**
- 15.08.060 Section 110.1.1 amended.**
- 15.08.070 Section 113.3 amended**
- 15.08.080. Table 1505.1 amended.**
- 15.08.090. Appendices adopted**

15.08.010 Adoption of the California Building Code. Part 2. Title 24 of the
California Code of Regulations.

A. There is adopted and incorporated by reference herein as the city building code for the purpose of prescribing regulations in the City of Solana Beach for the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area, and maintenance of buildings and structures, the 2019 California Building Code, Part 2, Title 24 of the California Code of Regulations, a portion of the 2019 California Building Standards Code, as defined in the California State Health and Safety Code, Section 18901 et seq. , including those Appendix Chapters not shown as deleted by this Chapter. Except as otherwise provided by this Chapter all erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of buildings and structures within the City of Solana Beach shall be in conformance with the 2019 California Building Code which is based on the International Building Code, 2018 Edition and the adopted Appendix chapters, published by the California Building Standards Commission.

B. Findings. The City of Solana Beach has many large brush-covered hillsides. The City is subject to frequent Santa Ana conditions consisting of dry gusting winds, which create extreme fire dangers. The City Council specifically finds that these geographic and topographic conditions necessitate greater fire protection than that provided by the State Building Code. Therefore, this chapter alters the 2019 California Building Code, to require more fire-retardant roof coverings.

C. Deletions, revisions and additions to the 2019 California Building Code shall be as follows:

15.08.020 Section 105.1.3 added.

Permits shall not be issued for construction on a site until the Director of Community Development, or his designee, determines that all other development permits or approvals required by this code or city ordinance have been issued, and that all site preparation, grading or public improvement work has been satisfactorily completed to allow building permits to be issued, and so notifies the Building Official in writing.

Permits shall not be issued if the City Engineer determines that flooding or geologic conditions at the site endanger the public safety or welfare.

15.08.030 Section 105.8 added.

105.8 Progress of work and call for inspections.

1. The provisions of this subparagraph 1 shall apply to building permits issued for single family residential structures or accessory structures on lots zoned for single family dwellings. All work under a building permit shall be completed and call for final inspection of the work shall be made not more than 24 months from the date that the permit was first issued; provided, however, that all exterior work shall be completed and call for final inspection of the exterior work shall be made not more than 12 months from the date that the permit was first issued. Upon written request of permittee, or the owner where the permittee is not the owner, the building official with the written consent of the City Manager, may one-time extend the time periods established by this paragraph for a maximum cumulative time of six months if both of the following are met: (i) the permittee is not in violation of the permit or any of the uniform construction codes adopted by the city; and(ii) the permittee has diligently done work under the permit, but for a good cause shown the work has not been able to be completed within the specified time. The City Manager shall provide a copy of this section to any permittee seeking a first-time extension request and shall advise the permittee of the regulations relating to second request for time extensions.
2. The provisions of this paragraph 2 shall apply to permits issued for all construction other than construction subject to paragraph 1 above. All work under a building permit shall be completed and call for final inspection of the work shall be made not more than 24 months from the date that the permit was first issued. Upon written request of the permittee, or owner where the permittee is not the owner, the building official with the written consent of the City manager, may extend that time periods established by this paragraph for a maximum cumulative time period of one year if both of the following are met: (i) the permittee is not in violation of the permit or any of the uniform

construction codes adopted by reference by the City; and (ii) the permittee has diligently done work under the permit, but for good cause shown the work has not been able to be completed within the specified time. The City Manager shall provide a copy of this section to any permittee seeking a first-time extension request and shall advise the permittee of the regulations relating to the time extensions.

3. The provisions of this subparagraph 3 shall apply to permits issued for all construction where work pursuant to the permit is undertaken to cure or abate a notice of violation of any city ordinance or state statute, including but not limited to violations resulting from construction commenced without the prior issuance of a permit. All such work shall be completed not less than nine months after the issuance of the permit or within such shorter period of time as may be established by order of an officer or employee authorized to enforce the provisions of this code, or the city attorney, as a consequence of code enforcement activity. Extensions of time may be granted by the city council.
4. In addition to the other penalties, a violation by a permittee of the provisions of this subsection (f) shall be grounds for revocation of the permit.
5. In order to recommence work on a project for which the permit has been revoked under the provisions of this subsection (f), the permittee shall submit a new permit application accompanied by new full plan review fees and complete plans and specifications for review by all applicable agencies and/or City departments. Before a new permit can be issued, the permittee shall pay a new full permit fee. Failure to remove the partially completed work shall cause the work to be considered a dangerous building or structure and the City may proceed with abatement of the work as a public nuisance.
6. If a permittee desires more than one extension of the time periods for completion under Subsection (1) and (2) of this Section, the permittee must make a written application to the Community Development Director at least 30 days prior to the expiration of the permit. Such extension of time may be granted by the City Council at a public meeting. The applicant must provide a 300-foot public notice package to the Planning Department.

15.08.040 Section 109.5.1 PERMIT HISTORY SURVEY FEE.

Section 109.5.1 The fee for conducting a permit history survey for an existing structure of facility shall be established by a resolution adopted by the City Council.

15.08.050 Section 109.7 added.

Section 109.7. The United States, the State of California, school districts, the County of San Diego, or the City shall not be required to pay any fee for filing an application for a building permit pursuant to this Code, unless City building inspection services are requested. If so requested, the regular fee schedule shall apply.

15.08.060 Section 110.1.1 added.

110.1.1 INSPECTION RECORD CARD.

1. INSPECTION RECORD CARD. Work requiring a permit shall not be commenced until the permit holder or his agent shall have posted or otherwise made available and inspection record card such as to allow the building official to conveniently make the required entries thereon regarding inspection of the work. This card shall be maintained available by the permit holder until final approval has been granted by the building official.

2. CIRCUIT CARDS. A complete schedule of circuits, showing the number and arrangement of outlets on each circuit, shall be posted or otherwise made available at the service equipment location prior requesting inspection of the rough electrical wiring. Circuit cards furnished by the building official shall be used for this purpose. In lieu of a circuit card, an approved wiring plan may be used.

15.08.070 Section 113.3 amended.

Section 113.3. BUILDING CONSTRUCTION APPEALS BOARD. The City Council shall serve as the Appeals Board to hear appeals of any code interpretation by the City Building Official.

15.08.080 Table 1505.1 Amended. Table 1505.1 of the 2019 California Building Code is amended to read as follows:

Table 1505.1
MINIMUM ROOF COVERING CLASSIFICATION FOR TYPES OF
CONSTRUCTION

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A	A	A	A	A	A	A	A	A

15.08.090. Appendices C, H and I are adopted.

Chapter 15.10

RESIDENTIAL CODE

Sections:

15.10.010 Adoption

15.10.020. Deletions, revisions and additions

15.10.030 Section R101.1 Title Amended.

15.10.040 Section R105.3.1 Amended.

15.10.050 Section R108.1.1 Added.

15.10.060 Section R112.1 Amended.

15.10.070 Section R902.1.3 Amended.

- 15.10.080 Section R313.1 Exception amended.**
- 15.10.090 Section R313.2 Exception amended.**
- 15.10.100 Appendix H Adopted.**

15.10.010 Adoption of the California Residential Code, Part 2.5, Title 24 of the California Code of Regulations. There is adopted and incorporated by reference herein as the city residential code for the purpose of prescribing regulations in the City of Solana Beach for the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of one- and two-family dwellings and townhouses not over three stories above grade and their accessory structures, the 2019 California Residential Code, Part 2.5, Title 24 of the California Code of Regulations a portion of the California Building Standards Code. Except as otherwise provided by this Chapter of the City of Solana Beach Municipal Code, all construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of one- and two-family dwellings and townhouses not more than three stories above grade, shall be in conformance with the 2019 California Residential Code which is based on the International Residential Code, 2018 Edition, and the adopted appendix chapters, published by the California Building Standards Commission.

15.10.020 Deletions, revisions and additions to the California Residential Code and the International Residential Code, 2018 Edition, shall be as follows:

Chapter 1, DIVISION II, SCOPE AND ADMINISTRATION, of the California Residential Code, 2019 Edition, shall be amended as follows:

15.10.030 Section R101.1 Title Amended. “City of Solana Beach,”

15.10.040 R105.3.1 Action on applications Amended.

Permits shall not be issued for construction on a site until the Director of Community Development, or his designee, determines that all other development permits or approvals required by this code or city ordinance have been issued, and that all site preparation, grading or public improvement work has been satisfactorily completed to allow building permits to be issued, and so notifies the Building Official in writing. Permits shall not be issued if the City Engineer determines that flooding or geologic conditions at the site endanger the public safety or welfare.

15.10.050 Section R108.1.1 shall be added: The United States, the State of California, school districts, the County of San Diego, or the City shall not be required to pay any fee for filing an application for a building permit pursuant to this Code, unless City building inspection services are requested. If so requested, the regular fee schedule shall apply.

15.10.060 Section R112.1 Amended: “The City Council shall serve as the Appeals Board to hear appeals of any code interpretation by the City Building Official.”

15.10.070 Section R902.1.3 amended. Section R902.1.3 is amended to read as follows: R902.1.3 Roof coverings in all other areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within a one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be fire-retardant roof covering that is at least Class A.

15.10.080 Section R313.1 Exception amended. Section R313.1 Exception is amended to read as follows: R313.1 Exception: An automatic residential fire sprinkler system may be required by the fire code official when additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed.

15.10.090 Section R313.2(1) amended. Section 313.2(1) Exception is amended to read as follows: R313.2 Exception: An automatic residential fire sprinkler system may be required by the fire code official when additions or alterations to existing buildings that are not already provided with an automatic residential fire sprinkler system.

15.10.100 Appendix H adopted. Appendix H of the California Residential Code is adopted.

Chapter 15.12

ELECTRICAL CODE

Sections:

15.12.010 Adoption.

15.12.010 Adoption of the California Electrical Code, Part 3, Title 24 of the California Code of Regulations. There is adopted and incorporated by reference herein as the city electrical code for the purpose of prescribing regulations in the City of Solana Beach, for the installation, alteration or repair of electrical systems and permit requirements and inspection thereof, the 2019 California Electrical Code, Part 3, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code. Except as otherwise provided by this Chapter of the City of Solana Beach Municipal Code, all installation, alteration or repair of electrical systems within the City of Solana Beach shall be in conformance with California Electrical Code, published by the California Building Standards Commission.

Chapter 15.16

PLUMBING CODE

Sections:

15.16.010 Adoption

15.16.020 Deletions.

15.16.010 Adoption of the California Plumbing Code. Part 5. Title 24 of the California Code of Regulations. There is adopted and incorporated by reference herein as the city plumbing code for the purpose of prescribing regulations in the City of Solana Beach for the construction, alteration, moving, demolition, repair and use of all plumbing, gas or drainage piping and systems or water heating or treating equipment in or on any building or structure or outdoors on any premises or property, the 2019 California Plumbing Code, Part 5, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code, Section 18901 et seq. Except as otherwise provided by this Chapter of the City of Solana Beach Municipal Code, all construction, alteration, moving, demolition, repair and use of all plumbing, gas or drainage piping and systems or water heating or treating equipment within the City of Solana Beach shall be in conformance with 2019 California Plumbing Code and the Uniform Plumbing Code 2018 Edition, published by the California Building Standards Commission.

15.16.020 Deletions to the 2019 California Plumbing Code.

Chapter 15.20

MECHANICAL CODE

Sections:

15.20.010 Adoption.

15.20.030 Deletions.

15.20.010 Adoption of the California Mechanical Code. Part 4. Title 24 of the California Code of Regulations. There is adopted and incorporated by reference herein as the city mechanical code for the purpose of prescribing regulations in the City of Solana Beach for the erection, installation, alteration, repair, relocation, replacement, addition to, use or maintenance of any heating, ventilating, cooling, refrigeration systems, incinerators or other miscellaneous heat-producing appliances, the 2019 California Mechanical Code, Part 4, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code, Section 18901 et seq. which is based on the Uniform Mechanical Code, 2018 Edition. Except as otherwise provided by this Chapter all erection, installation, alteration, repair, relocation, replacement, addition to, use or maintenance of any heating, ventilating, cooling, refrigeration systems, incinerators or other miscellaneous heat-producing appliances shall be in conformance with the 2019 California Mechanical Code and any rules and regulations promulgated pursuant thereto, published by the California Building Standards Commission.

15.20.020 Deletions to the 2019 California Mechanical Code.

Chapter 15.22

ENERGY CODE

Sections:

15.22.010 Adoption.

15.22013 Adoption of the California Energy Code. Part 6. Title 24 of the California Code of Regulations. There is adopted and incorporated by reference herein as the city energy code for the purpose of prescribing regulations in the City of Solana Beach for the conservation of energy the 2019 California Energy Code, Part 6, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code, Section 18901 et seq. Except as otherwise provided by this Chapter all construction of buildings where energy will be utilized shall be in conformance with 2019 California State Code and any rules and regulations promulgated pursuant thereto as published by the California Building Standards Commission.

Chapter 15.23

GREEN BUILDING CODE

Sections:

15.23.10 Adoption

15.23.010 Adoption of the California Green Building Standards Code, Part 11, Title 24 of the California Code of Regulations. There is adopted and incorporated by reference herein as the city green building code for the purpose of improving public health, safety and general welfare by enhanced design and construction of buildings through the use of building concepts having a reduced negative impact or a positive environmental impact and encourage sustainable construction practices the 2019 California Green Building Standards Code, Part 11 of Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code , Section 18901 et. seq. excluding the appendix chapters. Except as otherwise provided by this Chapter the planning, design, operation, construction, use and occupancy of every newly constructed building or structure, shall be in conformance with the 2019 California Green Building Code and any rules and regulations promulgated pursuant thereto as published by the California Building Standards Commission.

Chapter 15.24

INTERNATIONAL PROPERTY MAINTENANCE CODE

Sections:

15.24.10 Adoption

15.24.010 adoption of the International Property Maintenance Code. The International Property Maintenance Code, 2018 edition, Chapter 15.24 is adopted by reference without change to Buildings and Construction Title 15.

Chapter 15.32

FIRE CODE

Sections:

- 15.32.010** Adoption of the 2019 California Fire Code
- 15.32.030** Definitions – Revised
- 15.32.040** Establishment of limits of districts in which storage of flammable or combustible liquids in outside above ground tanks is prohibited.
- 15.32.050** Section 308.1.6.3 – Sky Lanterns
- 15.32.100** Section 321 - Revised – Mid-Rise Buildings
- 15.32.110** Section 6106.6 - Revised – Fees
- 15.32.120** Section 114.1 – Firefighting cost recovery
- 15.32.130** Section 109.5 Added – Enforcement cost recovery.
- 15.32.170** Section 503 – Fire Apparatus Access Roads
- 15.32.190** Sections 503.4.2, 503.4.3 - Added – Fire lane parking restrictions
- 15.32.200** Section 503.6 - Revised – Security gates
- 15.32.210** Section 507 - Revised – Fire Protection Water Supplies.
- 15.32.230** Sections 903, 905 - Revised – General fire extinguishing system requirements
- 15.32.350** Sections 5608.2 – 5608.3 - Added - Explosives and Fireworks

15.32.010 Adoption of California Fire Code

- A. That a certain document, three (3) copies of which are on file in the office of the City of Solana Beach Fire Department being marked and designated as the 2019 California Fire Code, including Appendix I as published by the International Code Council, be and is hereby adopted as the Fire Code of the City of Solana Beach, in the State of California regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, equipment use, and maintenance of buildings and structures, including that providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City of Solana Beach Fire Department are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in this Chapter.
- B. Sections of Chapter 1 Administration are hereby revised in or added to the 2019 California Fire Code to read as follows:

Section 101.5 City of Solana Beach Validity

The City Council of the City of Solana Beach hereby declares that should any section, paragraph, sentence or word of this ordinance or of the code hereby adopted be declared for any reason to be invalid, it is the intent of the City Council of the City of Solana Beach that it would have passed all other portions

of this ordinance independently of the elimination here from of any such portion as may be declared invalid.

Section 102.13 Repeal of Conflicting Ordinances, Resolutions or Motions

All former ordinances, resolutions or motions, or parts thereof, including Ordinance 471, which conflict or are inconsistent with the provisions of this Ordinance or of the Code or standards hereby adopted are hereby repealed.

Section 104.12 Response Map Updates

104.12 Response Map Updates. Any new development, project, or request for change of address which necessitates updating of emergency response maps by virtue of new structures, fire hydrants, roadways or similar features, shall be charged a reasonable fee for the updating of all response maps.

Section 109.4 Violation penalties

A. Any person, corporation, association or entity that violates the provisions of Sections 105, 106, 107, 109,110, 111 or 113 of the California Fire Code is guilty of a misdemeanor. Any person, corporation, association or entity that violates any other provisions of this chapter is guilty of a misdemeanor or infraction as determined under Chapter 1.16 SBMC. The penalty for violations shall be determined under Chapter 1.16 SBMC. Each day or portion thereof that a violation of this chapter exists shall constitute a separate violation. Each violation of this chapter, in addition to the offenses under this section, shall constitute a public nuisance.

B. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

C. Section 110.4.11 of the 2019 California Fire Code shall remain in effect.

15.32.030 Definitions

Chapter 2 Definitions – Certain definitions of Section 202 are hereby amended in or added to the 2019 California Fire Code to read as follows:

Section 202 General Definitions

Fire Hazard - is any condition or conduct which a) increases or may increase the threat of fire to a greater degree than customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or b) may obstruct, delay, hinder or interfere with the operations of the fire department or egress of occupants in the event of fire.

Fireworks - is any combustible or explosive composition, or any substance or combination of substances, or device prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation, and shall include blank cartridges, toy pistols, toy cannons, toy canes, or toy guns in which explosives are used, firecrackers, torpedoes, sky-rockets, roman candles, Daygo bombs, sparklers, snap caps, poppers or other devices of like construction and any devices containing any explosive or flammable compound, or any tablet or other device containing any explosive substance, except that the term "fireworks" shall not include any auto flares, paper caps containing not in excess of an average of twenty-five hundredths of a grain of explosive content per cap and toy pistols, toy canes, toy guns or other devices for use of such caps, the sale and use of which shall be permitted at all times. "Fireworks" shall include snap caps and poppers, regardless of the amount of explosive content included in each device.

Hazardous Fire Area - Any geographic area mapped by the State or local jurisdiction as a moderate, high or very high fire hazard area, or as set forth by the FAHJ that contains the type and condition of vegetation, topography, weather, and structure density to potentially increase the possibility of vegetation conflagration fires shall be considered a hazardous fire area.

Mid-Rise Building – A building not defined as a high-rise building by section 202 of the California Building Code and is four stories or more in height. Measurements shall be made from the underside of the roof or floor above the topmost space that may be occupied to the lowest fire apparatus access road level. Nothing in section 321 shall imply or allow a building height in excess of current City of Solana Beach planning and zoning requirements.

Level – An area above or below grade including but not limited to: basements, garages, cellars, mezzanines, or similar structures or uses. Separate contiguous levels of a building will be considered separate stories.

Whenever the terms "This Code" and " 2018 International Fire Code" are used they shall mean the 2019 California Fire Code as modified by the City of Solana Beach with the deletions, revisions and additions set forth in the amendments.

In addition to the definitions set forth in the California Fire Code as adopted by reference, whenever the following words or phrases are used in this chapter, they shall have the meanings established by this section:

- A. "Chief of fire prevention bureau" means the fire marshal or, if there is none, the chief of the fire department.
- B. "Jurisdiction" means the City of Solana Beach.
- C. "Corporation Counsel" means the city attorney of Solana Beach.

15.32.040 Establishments of limits of districts in which any storage of flammable or combustible liquids in containers and tanks regardless of location are prohibited.

That the geographic limits referred to in certain sections of the 2019 California Fire Code are hereby established and are to read as follows:

Chapter 57 -Flammable and Combustible Liquids

Section 5704.2.9.6.1 Location Where Above-ground Tanks are Prohibited:

In the City of Solana Beach, (geographic limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited): The limits referred to in Section 5704 .2.9. 6.1 And 5706 .2.4.4 of the 2019 California Fire Code and the 2018 International Fire Code in which storage of flammable or combustible liquids in outside aboveground tanks is prohibited are hereby established as the jurisdictional limits of the City of Solana Beach.

1. EXCEPTIONS:2,000 gallons maximum temporary (six months maximum) above ground tanks meeting UL 2085 for private use on farms, agricultural and rural property, remote construction sites, earth moving projects, gravel pits or borrow pits. Such tanks shall be specially designed, approved and listed, and have features incorporated into their design which mitigates concerns for exposure to heat (two-hour fire resistance), ignition sources and mechanical damage. A fire department permit will be required.
2. Crankcase draining may be stored in specially constructed above ground storage tanks, approved by the Chief, with a maximum capacity of 550 gallons. Such tanks may be located within a building when the Chief deems appropriate, and the container meets the following: specially designed, approved and listed containers which have features incorporated into their design which mitigates concerns for exposure to heat, ignition sources and mechanical damage.
3. Containers must be installed and used in accordance with their listing, and provisions must be made for leak and spill containment. In no case shall such storage be permitted in residential or institutional property. All installations require a fire department permit.
4. With the fire code officials approval, Class I and II liquids may be stored aboveground tanks inside or outside of buildings in specially designed, approved and listed containers which have features incorporated into their design which mitigates concerns for exposure to heat, ignition sources and mechanical damage. Class I liquids will be limited to 550 gallons and class II liquids will be limited to 1,100 gallons. Containers must be installed and used in accordance with their listing, and provisions must be made for leak and spill containment. The Chief may disapprove

the installation of such containers when in his opinion their use presents a risk to life or property.

5. With the Chief's approval, temporary storage of a maximum 10,000 gallons of Class II liquids may be permitted for a period not to exceed ninety (90) days at remote construction sites, earth moving projects, gravel pits or borrow pits, consistent with 5704 and 5706.

Section 5706 Special Operations

Section 5706.2.4.4 Locations Where Above-ground Tanks are Prohibited

The storage of Class I and Class II liquids in above-ground tanks is prohibited in residential areas within the geographic limits of the City of Solana Beach.

Section 5706.4 Bulk Plants or Terminals

The geographic limits in which bulk plants and terminals of flammable and combustible liquids are received are prohibited for the protection of heavily populated and congested areas and are hereby established as jurisdiction limits of the City of Solana Beach.

Chapter 61 Liquefied Petroleum Gases

Section 6104.2 Maximum Capacity Within Established Limits

The geographic limits in which the bulk storage of liquefied petroleum gas is prohibited for the protection of heavily populated and congested areas is hereby established as jurisdiction limits of the City of Solana Beach except for areas zoned by the County of San Diego for mixed, general or high impact industrial uses.

15.32.050 Section 308.1.6.3 Revised – Sky Lanterns.

Section 308.1.6.3 is revised in the 2019 California Fire Code to read as follows:

Section 308.1.6.3 – Sky lanterns

Sky lanterns, floating luminary, and similar devices propelled by open flame are prohibited for sale or use.

15.32.100 Section 321 Revised – Mid-Rise Buildings.

Section 321 is added to the 2019 California Fire Code to read as follows:

Section 321 Mid-Rise Buildings

Section 321.1 General

All newly constructed mid-rise buildings, or any midrise building which undergoes a complete structural or non-structural renovation that requires the complete vacancy of the building to complete the renovation shall comply with sections 321.1- 321.5

Exceptions:

1. Buildings used exclusively as an open parking garage.
2. Buildings where all floors above the fourth-floor level are used exclusively as an open parking garage.
3. Buildings such as a power plant, lookout tower, steeple, grain house, or other similar structures with intermittent human occupancy.

Section 321.2 Fire Equipment Control Room

A fire equipment control room for fire department operations shall be provided. The location and accessibility of the room shall be approved by the fire department and be separated from the remainder of the building by not less than a 1-hour barrier. The room shall contain the following at a minimum:

- 1) Voice alarm and public address panels.
- 2) Fire alarm control panel.
- 3) Status indicators and controls for air-handling systems.
- 4) Fire pump status indicators (if required).
- 5) Set of complete building plans.

Section 321.3 Road Dimensions

Fire apparatus access roads serving buildings or portions of buildings or facilities that exceed 30 feet in height above the lowest level of fire department vehicle access shall have an unobstructed width of not less than 26 feet.

15.32.110 Section Fees

Section 106.6 is added in the 2019 California Fire Code to read as follows:

SECTION 106.6 – FEES

When any construction project, building, manufacturing process, hazardous occupancy or such similar occurrence present demands on the fire protection service levels that are in excess of those already established and provided by the fire department, and cannot be mitigated by the installation

of fire protection appliances or devices, then the owner and/or operator of that entity shall be responsible for costs associated with necessary training and equipment purchases that may be incurred by the fire department to provide an adequate and safe level of emergency response. This level of emergency response will be established by the Fire Chief.

15.32.120 Section 114 - Firefighting cost recovery.

Section 114.1 is added in the 2019 California Fire Code to read as follows:

Where a fire has resulted from failure to comply with fire safety requirements after notice was given, the Chief may recover costs relating to the response, suppression and overhaul of the fire from the responsible party.

15.32.130 Section 109.4 Abatement of Violation-Non-Compliance Penalty

Section 109.4 is added in the 2019 California Fire Code to read as follows:

When a person fails to comply with a second notice of correction, notice of violation, or notice to cure, the Chief may impose a fee for the recovery of expenses incurred as a result of activities undertaken pursuant to enforcing the fire prevention provisions of this Code. The penalty for non-compliance shall be determined under Chapter 1.16 SBMC.

15.32.170 Section 503 Fire Apparatus Access Roads

The following sections of Chapter 5 – Section 503, Fire Apparatus Access Roads of the 2019 California Fire Code shall be revised to read as follows:

Chapter 5 - Section 503, Fire Apparatus Access Roads

Section 503.2.1 Dimensions

Fire apparatus access roads shall have an unobstructed improved width of not less than 20 feet, except for single-family residential driveways; serving no more than two, single-family dwellings, shall have a minimum of 16 feet of unobstructed improved width.

EXCEPTION:

1. Fire access roadways, gated entrances with card readers, guard stations or center medians, which have separated lanes of one-way traffic, shall be not less than 14 feet wide per lane.

Section 503.2.3 Surface

Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus not less than 75,000 lbs. and shall be provided with an approved paved surface to provide all-weather driving capabilities.

Section 503.2.7 Grade

Grades exceeding 15.0% (incline or decline) on fire apparatus access roads shall not be permitted without mitigation. Minimal mitigation shall be a surface of Portland cement concrete (PCC), with a deep broom finish perpendicular to the entire direction of travel, or equivalent, to enhance traction the entire length of the grade. Maximum grade shall not exceed 20%.

Section 503.2.8 Angles of Approach and Departure

The angle of approach and angle of departure of a fire access roadway shall not exceed seven degrees (12 percent) or as approved by the Chief.

Section 503.2.9 Roadway Turnouts

Turnouts shall be a minimum of 10 feet wide and 30 feet long with a minimum 25-foot taper on each end.

Section 503.3 Marking

When required by the fire code official, approved signs or other approved notices or markings shall be provided for all public and private fire apparatus access roads to identify such roads or prohibit obstruction thereof. Signs, notices or markings shall be maintained in a clean and legible condition at all times and shall be replaced or repaired when necessary to provide adequate visibility. All new public roads, all private roads within major subdivisions and all private roads serving four or more parcels shall be named. Road name signs shall comply with City of Solana Beach standards.

15.32.190 Sections 503.4.2, 503.4.3 - Added – Fire lane parking restrictions.

Sections 503.4.2-503.4.3 are added to the 2019 California Fire Code to read as follows:

503.4.2 Fire Lanes – No Parking

No person shall park, stand or leave unattended any vehicles in any fire lane or fire apparatus access road designated and marked according to the provisions of this Section.

503.4.3 Fire Lanes-No Parking

The Chief or the Fire Marshal shall have the authority to designate fire lanes or fire apparatus access roads within the City, and to enforce the provisions of this Section. The Chief or the Fire Marshal may designate existing roadways as fire access roadways consistent with California Vehicle Code Section 22500.1, and 22685 (a) where he/she determines that such designation is necessary to provide adequate emergency apparatus access.

15.32.200 Section 503.6 – Security gates

Section 503.6 of the 2016 California Fire Code is revised to read as follows:

Sec. 503.6 Security Gates

No person shall install a security gate or security device across a fire access roadway without the fire code official's approval.

1. All gates providing access from a road to a driveway shall be located a minimum of 30 feet from the nearest edge of the roadway and shall be at least two feet wider than the width of the traffic lane(s) serving the gate.
2. An automatic gate across a fire access roadway or driveway shall be equipped with an approved emergency key-operated switch overriding all command functions and opening the gate.
3. A gate accessing more than four residences or residential lots or a gate accessing hazardous institutional, educational or assembly occupancy group structure, shall also be equipped with an approved emergency traffic control-activating strobe light sensor or other device approved by the fire code official, which will activate the gate on the approach of emergency apparatus with a battery back-up or manual mechanical disconnect in case of power failure.
4. An automatic gate shall meet fire department policies deemed necessary by the fire code official for rapid, reliable access.
5. An automatic gate serving more than one dwelling or residential lot in existence at the time of adoption of this chapter is required to install an approved emergency key-operated switch and/or an approved emergency traffic control-activating strobe light sensor approved by the fire code official, at an approved location, which overrides all command functions and opens the gate. A property owner shall comply with this requirement within 90 days of receiving written notice to comply.
6. Where this section requires an approved key-operated switch, it may be dual-keyed or equipped with dual switches provided to facilitate access by law enforcement personnel.
7. Electric gate openers, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

15.32.210 Section 507 - Fire Protection Water Supplies

The following sections of Chapter 5 – Section 507, Fire Protection Water Supplies, in the 2019 California Fire Code shall be revised to read as follows:

Chapter 5 Fire Service Features

Section 507.2.2 Water Tanks

Section 507.2.2A Water Tanks Table 507.2.2A - Water storage tanks, when permitted by the fire code official, shall comply with Table No. 507.2.2A

WATER STORAGE TANKS
Table No. 507.2.2A

TABLE NO. 507.2.2A			
Building Square Feet	Gallons Per Minute Water Flow	Capacity Gallons	Duration Minutes
Up to 1,500	250	5,000	20
Over 1,500	250	10,000	40
When exposure distance is one hundred feet (100') or less from adjacent property, Or where additional hazards or higher fire flow exists, the required water storage may be modified by the fire code official.			

1. Tank elevation shall be equal to or higher than the fire department connection on the premises. Regardless of domestic use, all tanks shall be equipped with a device that will ensure that the tank contains the designated amount of water for fire flow duration as determined by the fire department. Tank size may be increased to serve multiple structures on a single parcel.
2. Supply outlet shall be at least 4 inches in diameter from the base of the tank to the point of outlet at the fire department connection. The fire department connection shall provide an approved means of controlling water flow.
3. The outlet shall be located along an access roadway and shall not be closer than 50 feet or further than 150 feet from the structure.
4. All exposed tanks and supply pipes shall be of an alloy or other material listed for above ground use. Adequate support shall be provided.

Section 507.5.1 Where Required

The location, type and number of fire hydrants connected to a water supply capable of delivering the required fire flow shall be provided on the public or private street, or on the site of the premises to be protected or both. Fire hydrants shall be accessible to fire department apparatus by roads meeting the requirements of section 503.

Section 507.5.1.01 Requirements for single family dwellings

In zones other than industrial, commercial and multi-family, fire hydrants shall be installed in accordance with Table No. 507.5.1.1A.

Table No. 507.5.1.1A

TABLE 507.5.1.1A	
Parcels ½ acre and larger:	Every 500 feet to the structure
Parcels less than ½ acre:	Every 350 feet

Section 507.5.1.02 Requirements for multi-family, commercial and industrial zones

In multi-family zones and in commercial and industrial zones, fire hydrants shall be installed at intersections, at the beginning radius of cul-de-sacs, and every 300 feet of fire access roadways, regardless of parcel size.

15.32.230 Sections 903, 905 - General fire extinguishing system requirements

The following sections of Chapter 9 – Fire Protection Systems, in the 2019 California Fire Code shall be revised to read as follows:

Section 902.1 Definitions – Added Definition

LIFE SAFETY SPRINKLER SYSTEM shall meet National Fire Protection Association Standards 13-D and 13-R latest addition, and City of Solana Beach installation policies as appropriate

Section 903 – Automatic Sprinkler Systems

Section 903.2 - Where required

Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in sections 903.2.01.1 through 903.2.12, and may be required in additions and remodels of existing structures as described in section 903.2.01

Section 903.2.01 Additions, Remodels and Reconstruction

An automatic sprinkler system installed in accordance with 903.3 may be required to be installed throughout structures when the addition is more than 50% of the existing building or where the scope of work includes significant modifications to the interior/or roof of the building.

Exceptions:

- 1) If the cost of the installation exceeds 15 percent of the valuation of the project. Formal bids shall be provided to the fire prevention bureau to be reviewed for acceptance.
- 2) If the addition to the existing building is strictly for the creation of a new Accessory Dwelling Unit; no additions or remodels to the existing building is permitted.

This section is not intended to require fire sprinkler retrofits for maintenance or improvements of the infrastructure around the structure. Maintenance shall be defined for this section as the normal replacement of existing fixtures. Examples of maintenance work include items such as flooring, plumbing repairs or windows. Improvements required by legislation such as the Americans with Disabilities Act (ADA) do not require fire sprinkler protection under this section.

903.2.02 - New Commercial and Group U

An automatic sprinkler system installed in accordance with section 903.3 shall be required in new buildings and structures where the required fire flow exceeds 1,500 gallons per minute as calculated by section 507.3., or when the square footage of a new commercial building exceeds 5,000 square feet.

Exception:

Agricultural buildings constructed of wood or metal frame, over which fabric or similar material is stretched, which are specifically used as green houses are exempt from the automatic sprinkler requirements unless physically connected to other structures.

903.2.03 - Existing Commercial Office Buildings

An automatic sprinkler system installed in accordance with section 903 shall be required in existing buildings and structures when the total valuation of the remodel exceeds one hundred thousand (\$100,000.00) dollars.

The renovation of an existing commercial building that is less than \$100,000.00 in cost; that includes any and all work that requires a Building, Mechanical, Electrical, Plumbing or Fire Protection System Permit, will not require the installation of a fire sprinkler or standpipe system. This section shall not supersede state mandated requirements for a specific occupancy, nor apply to any change in use of occupancy.

Section 905 Standpipe Systems - Required Installations

Section 905.3 Standpipes for New Commercial Buildings:

A Class I standpipe with 2.5-inch hose valves shall be provided for all new commercial buildings three levels or more in height, regardless of occupancy type. Hose valves and connections shall be located in each stair enclosure and on each floor level, including the roof. For single story buildings or parking structures with large floor areas, class I standpipe connections may be required when hose pull lengths exceed 150 feet.

Section 905.3.1 Standpipes for Existing Commercial Buildings:

A Class I standpipe system with 2.5-inch hose valves shall be provided for existing commercial buildings three levels or more in height, when the valuation of a remodel exceeds one hundred thousand (\$100,000.00) dollars. The renovation of an existing commercial building which is less than \$100,000.00 in cost; which includes any and all work that requires a Building, Mechanical, Electrical, Plumbing or Fire Protections System Permit, will not require the installation of a standpipe system. If an existing commercial occupancy has a change in use of occupancy, then standpipes will be required to be installed. Hose valves and connections shall be located in each stair enclosure and on each floor level, including the roof. For single story buildings or parking structures with large floor areas, class I standpipe connections may be required when hose pull lengths exceed 150 feet.

15.32.350 Explosives and Fireworks

The following sections of Chapter 56 – Explosives and Fireworks, in the 2019 California Fire Code shall be added to read as follows:

Chapter 56 Explosives and Fireworks

Section 5608.2 Fireworks

Fireworks shall not be sold, manufactured, disposed or discharged within the jurisdictional boundaries of the City of Solana Beach, except when all necessary permits have been issued by all the relevant agencies, including a permit for public display, theatrical purposes and/or group entertainment issued by the fire department, to a California State Fire Marshal licensed pyro-technician and the minimum requirements of Title-19, California Code of Regulations, Chapter-6, fireworks are met. The San Diego County Regulatory Ordinance, Title-3, Division-2, Chapter 1, section 32.101 through 32.108 may be used as a guide when enforcing these requirements.

Section 5608.3 Fireworks Penalty

Any person violating any provisions or failing to comply with this Chapter or the requirements of Title-19 California Code of Regulations, chapter 6, and/or San Diego County Regulatory Ordinance, Title-3, Division-2, Chapter 1, section 32.101 through 32.108, shall be guilty of a misdemeanor and upon conviction thereof, shall be punishable by a fine not to exceed One Thousand dollars (\$1,000) or by imprisonment in the County jail for a period of not more than one year or by both such fine and imprisonment.

Chapter 15.33

HISTORICAL BUILDING CODE

Sections:

15.33.10 Adoption

15.33.010 adoption of the California Historical Building Code, Part 8, Title 24 of the California Code of Regulations. The California Historical Building Code, 2019 edition, Chapter 15.33 is adopted by reference without change to Buildings and Construction Title 15.

Chapter 15.34

EXISTING BUILDING CODE

Sections:

15.34.10 Adoption

15.34.010 adoption of the California Existing Building Code, Part 10, Title 24 of the California Code of Regulations. The California Existing Building Code, 2019 edition, Chapter 15.34 is adopted by reference without change to Buildings and Construction Title 15.

Chapter 15.35

REFERENCED STANDARDS CODE

Sections:

15.35.10 Adoption

15.35.010 adoption of the California Referenced Standards Code, Part 12, Title 24 of the California Code of Regulations. The California Referenced Standards Code, 2019 edition, Chapter 15.35 is adopted by reference without change to Buildings and Construction Title 15.

SECTION 3: SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. Such section, subsection, sentence, clause or phrase, instead, shall be superseded and replaced by the corresponding provisions, if any exist, of Title 24 of the California Code of Regulations. The City Council of the City of Solana Beach hereby declares that it would have passed this Ordinance and each section or subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 4: INCONSISTENCIES

To the extent the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior City ordinance, motion, resolution, rule or regulation governing the same subject, the terms of this Ordinance shall prevail with respect to the subject matter thereof.

SECTION 5: INTERPRETATION

In interpreting this Ordinance or resolving any ambiguity, this Ordinance shall be interpreted in a manner that effectively accomplishes its stated purposes.

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 § 36933.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Solana Beach, California on the 23rd day of October, 2019; and

THEREAFTER ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California on the ___ day of _____, 2019, 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: November 13, 2019
ORIGINATING DEPT: City Manager's Department
SUBJECT: **Council Consideration of Resolution 2019 – 150
 Authorizing the City of Solana Beach to Provide Upfront
 Funding for the Start-Up Costs for the Clean Energy
 Alliance**

BACKGROUND:

At the October 9, 2019 City Council (Council) meeting, the Council approved Resolution 2019 – 136 approving the City's participation in the new regional Community Choice Aggregation (CCA) program the Clean Energy Alliance (CEA). CEA consists of the cities of Carlsbad, Del Mar and Solana Beach (Member Agencies) and is scheduled to launch in 2021. The fiscal impact of developing and launching the CEA is estimated at \$450,000 for Fiscal Year (FY) 2019/2020 and each Member Agency is responsible for an equal share of the funds.

This item is before Council to consider approving Resolution 2019 – 150 (Attachment 1) authorizing the City of Solana Beach (City) to provide \$150,000 for the City's equal share in upfront costs to develop CEA in FY 2019/2020. If approved, the Council is being asked to authorize the City Manager to negotiate a no-interest Cost Reimbursement for Member Agency Support Agreement with CEA. These upfront costs would be reimbursed to each Member Agency when sufficient CEA revenues are available, but no longer than 36 months after launch.

DISCUSSION:

Staff from the Member Agencies have developed an initial FY 2019/2020 budget focused on the actions necessary to meet the requirements related to certification of the CEA Implementation Plan and the completion of the CCA registration process. These activities and timeline were set forth in California Public Utilities Commission (CPUC) Resolution E-4907, approved by the CPUC February 8, 2018. These activities include:

- Payment of the CCA Financial Security Requirement (CCA Bond)

CITY COUNCIL ACTION:

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- Filing of an Initial Renewable Portfolio Standards Procurement
- Participation in Initial Year-Ahead Resource Adequacy process

Costs related to the activities necessary to ensure compliance with all CCA certification and registration requirements, as well as to ensure a successful launch in 2021, are estimated to total \$450,000 for the fiscal year ending June 30, 2020.

The FY 2019/2020 budget addresses the need for consulting services to perform the duties necessary for a successful 2021 CCA launch; technical consultants for regulatory compliance activity; legal services for both general counsel and special regulatory counsel; professional services for tasks such as graphic design services and website development, and membership in California Community Choice Association as an affiliate member. The draft budget includes line items that, depending on the direction from the CEA Board, could be funded through traditional bank financing, deferred fees and/or partner support, thereby reducing the amount of funds required from each Member Agency to provide for pre-launch costs. The draft budget is included below:

	FY 19/20	NOTES
Staffing/Consultants	\$ 50,000.00	FY 19/20 Partial Year CEO and Administrative Support
Legal Services	130,000.00	General Counsel & Special Counsel
Professional Services	115,000.00	Website Development; Technical Support
CCA Bond	147,000.00	Required to be paid by March 2020
CalCCA Membership & Dues	1,500.00	Affiliate Membership 19/20
Graphic Design Services/Marketing	\$6,500	Logo/Mailers
TOTAL PROJECTED BUDGET	\$ 450,000.00	
		Costs could be funded through traditional bank financing and/or deferred fees/partner support

As noted in blue highlight in the table above, certain costs could be funded through traditional bank financing and/or deferred fees/consultant partner support. If the CEA Board opts to take advantage of these types of programs, the cost implications could be reduced for each Member Agency. However, each Member Agency is being asked to provide the total amount to allow for CEA Board flexibility as the program is developed.

CEQA COMPLIANCE STATEMENT:

The action being considered by the City Council is exempt from the California Environmental Quality Act (CEQA) because it is not a “project” under Section 15378(b)(5) of CEQA Guidelines.

FISCAL IMPACT:

For FY 2019/2020, the total cost to complete the necessary steps for CEA program development is estimated at \$450,000. Each Member Agency is being requested to contribute an equal share of that total amount. The upfront contribution will be on a no-interest basis and will be repaid back to the Member Agencies through CEA program

revenues as early as financially feasible, but no later than 36-months after program launch.

The City's contribution will be reported as a "Due to Other Governments" on its General Fund balance sheet. No appropriation is needed at this time for the contribution.

WORK PLAN:

Environmental Sustainability – Policy Development – Implement Solana Energy Alliance

OPTIONS:

- Approve Staff recommendations
- Do not approve Staff recommendations
- Provide alternative direction to Staff

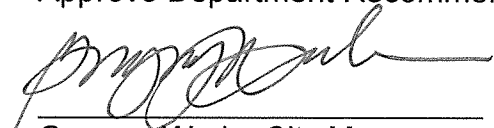
DEPARTMENT RECOMMENDATION:

Staff recommends the City Council approve Resolution 2019 – 150:

1. Authorizing the City to provide \$150,000 for the City's equal share in upfront costs to develop CEA for FY 2019/2020.
2. Authorizing the City Manager to negotiate a no-interest Cost Reimbursement for Member Agency Support Agreement with CEA.

CITY MANAGER RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2019 – 150

RESOLUTION 2019-150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING THE CITY OF SOLANA BEACH TO PROVIDE UPFRONT COSTS TO DEVELOP THE CLEAN ENERGY ALLIANCE

WHEREAS, at the October 9, 2019 City Council (Council) meeting, the Council approved Resolution 2019 – 136 approving the City’s participation in the new regional Community Choice Aggregation (CCA) program the Clean Energy Alliance (CEA); and

WHEREAS, CEA consists of the cities of Carlsbad, Del Mar and Solana Beach (Member Agencies) and is scheduled to launch in 2021; and

WHEREAS, the fiscal impact of developing and launching CEA is estimated at \$450,000 for Fiscal Year (FY) 2019/2020 and each Member Agency is responsible for an equal share of the funds; and

WHEREAS, the upfront contribution will be on a no interest basis and will be repaid back to the Member Agencies through CEA program revenues as early as financially feasible, but no later than 36-months after program launch.

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

1. That the foregoing recitations are true and correct.
2. That the City Council authorizes the City to provide \$150,000 for the City’s equal share in upfront costs to develop CEA for FY 2019/2020.

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3. That the City Council authorizes the City Manager to negotiate a no interest Cost Reimbursement for Member Agency Support Agreement with CEA.

PASSED AND ADOPTED this 13th day of November 2019, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

DAVID A. ZITO, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk